



CITY COUNCIL MEETING & PUBLIC HEARING DECEMBER 2, 2024

ALPHARETTA CITY HALL
COUNCIL CHAMBERS
2 PARK PLAZA
6:30 PM

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE TO THE FLAG**
4. **PRESENTATIONS & PROCLAMATIONS**
 - A. **Presentation: 2024 Individual Achievement Grand Award Recipient, David Shostak**
 - B. **Presentation: Service Recognition of Code Enforcement Board Member, Richard "Dick" Freeman**
 - C. **Presentation: Service Recognition of Historic Preservation Commission Member, Bob Burgess**
 - D. **Presentation: Tech Alpharetta Recognition of Synaptrix**
5. **CONSENT AGENDA**
 - A. **City Council Meeting Minutes (Meeting of 11/18/2024)**
Consideration of approval of the City Council meeting minutes from the meeting of November 18, 2024.
 - B. **Release and Settlement Agreement: Casey Bennett and City of Alpharetta**
Consideration of approval of a Release and Settlement Agreement between Casey Bennett and the City of Alpharetta.
 - C. **Ratification of Consent Order and Final Judgment: Parcel 62 of McGinnis Ferry Road Widening Project**
Council ratification of Consent Order and Final Judgment (CAFN:2022CV363612) in the total amount of \$48,200.00 regarding Parcel #62 of the McGinnis Ferry Road Widening Project (Owners: Reza Ray Hedayati and Khadijeh Malak).
 - D. **Ratification of Consent Order and Final Judgment: Parcel 63 of McGinnis Ferry Road Widening Project**
Council ratification of Consent Order and Final Judgment (CAFN:2022CV363858) in the total amount of \$61,000.00 regarding Parcel #63 of the McGinnis Ferry Road Widening Project (Owner: Jose Covarrubias).
6. **PUBLIC HEARING**
 - A. **Announcement of Public Hearing Procedures**
 - B. **Z-24-08/V-24-08 306 Thompson Street**
Consideration of a rezoning and variance to allow for the construction of 2 'For-Sale' single-family detached homes on 1.148 acres in the Downtown Overlay. A rezoning is requested from R-12 (Dwelling, 'For-Sale', Residential) to DT-LW (Downtown Live-Work). Variances are requested to Unified Development Code (UDC) Appendix A Subsection 2.4.6 to allow parking between the building and the street and to eliminate the requirement for a street-facing garage to be recessed at least 20' behind the front building facade, and to Appendix A Subsection 2.8.7 to vary from the list of architectural styles for the proposed homes. The property is located at 306 Thompson Street and is legally described as being located in Land Lot 802, 1st District, 2nd Section, Fulton County, Georgia.

C. V-24-27 1555 Harvest Lane Setback Variance

Consideration of a front setback variance to allow for an addition on the front elevation of a single-family home. A variance is requested to Unified Development Code (UDC) Subsection 2.2.5(D) R-15 Dwelling, 'For-Sale', Residential, District Regulations to reduce the front setback from 35' to 12'. The property is located at 1555 Harvest Lane and is legally described as being located in Land Lot 1246, 2nd District, 2nd Section, Fulton County, Georgia.

D. PH-24-18 Unified Development Code (UDC) Text Amendments – Signs

FIRST READING

Consideration of text amendments to Section 2.6 of the Unified Development Code (UDC) to amend regulations pertaining to Signs.

E. PH-24-17 Unified Development Code (UDC) Text Amendments – Short Term Rentals

FIRST READING

Consideration of text amendments to Section 1.4 Definitions of Article I, Table 2.2 List of Permissible and Conditional Uses of Article II, Section 2.7 Miscellaneous Regulations of Article II, and Section 4.5.5 Exceptions of Article IV of the Unified Development Code (UDC) to add regulations pertaining to Short Term Rentals.

F. The Code of the City of Alpharetta Text Amendments – Short Term Rental Regulations and Licensing

FIRST READING

Consideration of text amendments to the Code of the City of Alpharetta to establish a Short-term Rental Ordinance. The proposed Short-term Rental Ordinance will regulate properties otherwise authorized for short-term rental, to include appointment of a registered agent; to impose certain requirements and restrictions regarding the use of properties for short-term rental; to establish an annual licensing system and a fee for same; to provide for enforcement and penalties for violations; to repeal conflicting ordinances; and for other purposes.

7. NEW BUSINESS

A. Purchase Approval: Vehicle Replacement for Public Safety Department Fleet

Consideration of approval of the purchase of four (4) 2024 Tesla Model Y, totaling \$332,404.00, and the upfitting of these vehicles from Upfit (Unplugged Performance) under a sole provider stipulation, with an additional amount of \$13,906.70 for charging infrastructure to total \$346,310.70 and with authorization for the Mayor to execute all necessary documents.

B. Webb Bridge Road/Webb Bridge Way Landscape Installation

Consideration of approval of a contract award for Webb Bridge Road Landscaping to Russell Landscape for an amount not to exceed \$181,219.28 for the purchase, installation, and watering of trees and other plants at the newly constructed Webb Bridge Road corridor improvements at the easternmost phase of the project, including the roundabout at the intersection of Webb Bridge Way, and authorize the Mayor to execute all necessary documents.

C. Public Works Roof B Replacement and Alpharetta Community Center Wall Restoration

Consideration of approval of a contract award for the roof replacement (roof B) at Public Works Headquarters and exterior wall restoration at the Alpharetta Community Center to Garland/DBS, Inc. (under the competitively procured OMNIA Partners contract #PW1925) in the amount of \$476,073.00 and authorization for the Mayor to execute all necessary documents.

D. Invitation To Bid 25-005: Wills Park Equestrian Center Stall Cleaning

Consideration of approval of the award of a contract for ITB 25-005 for the Wills Park Equestrian Center Stall Cleaning to MAS Onsite Services, LLC (DBA The Dumpster Company) for an amount of \$279,715.20 and authorize the Mayor to execute all necessary documents.

8. PUBLIC COMMENT

9. REPORTS

10. EXECUTIVE SESSION (IF NECESSARY)

11. ADJOURNMENT



STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: December 2, 2024

AGENDA ITEM:

City Council Meeting Minutes (Meeting of 11/18/2024)

Consideration of approval of the City Council meeting minutes from the meeting of November 18, 2024.

STAFF RECOMMENDATION:

Approve, as part of the consent agenda, the minutes from the November 18, 2024 City Council Meeting at 6:30 p.m.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

City Clerk, Lauren Shapiro, prepared a synopsis of the pertinent information that occurred during the City Council meeting on November 18, 2024 at 6:30 pm.

ALTERNATIVES:

Do not approve the City Council Meeting minutes as part of the Consent Agenda.

ATTACHMENTS:

1. CC Minutes 11.18.2024



City Council Meeting & Public Hearing

NOVEMBER 18, 2024

UNOFFICIAL MINUTES

Office of the City Clerk

ALPHARETTA CITY HALL
COUNCIL CHAMBERS | 2 PARK PLAZA | 6:30 PM

This summary is provided as a convenience and service to the public, media and staff. It is not the intent to record proceedings verbatim. Any reproduction of this summary must include this notice. This is not an official record of the Alpharetta City Council Meeting proceedings. Meetings are recorded and available for review at <https://www.youtube.com/user/alpharettagov>.

1. CALL TO ORDER

- Mayor Gilvin called the meeting to order at 6:30 p.m.
- Mayor Gilvin announced that Public Hearing Item Z-24-14/V-24-22 Pinnacle Pg LLC/Karen Drive will not be considered during tonight's meeting, as the Applicant has withdrawn their application. Additionally, Public Hearing Item MP-24-09/CU-24-12 Alpharetta Hotel Holdings LLC/Hybrid Hotel will not be considered during tonight's meeting, as the Applicant has requested a deferral of consideration of their application for a future City Council meeting.

2. ROLL CALL

- **Council Members**
 - Mayor Jim Gilvin
 - Mayor Pro Tem Dan Merkel
 - Brian Will
 - Donald F. Mitchell
 - John Hipes
 - Fergal M. Brady
 - Douglas J. DeRito
- **Staff**
 - Chris Lagerbloom, City Administrator
 - Molly Esswein, City Attorney
 - Lauren Shapiro, City Clerk
 - Adam Montgomery, Director of Information Technology
 - John Robison, Director of Public Safety
 - Morgan Rodgers, Director of Recreation, Parks & Cultural Arts Services
 - Pete Sewczwicz, Director of Public Works

- Tom Harris, Director of Finance
- Michael Woodman, Planning and Development Services Manager
- Deanna McKay, Public Communication & Engagement Manager

3. PLEDGE TO THE FLAG

4. PRESENTATIONS & PROCLAMATIONS

A. Proclamation: National Native American Heritage Month

- Mayor Gilvin presented a Proclamation to Dane Christian from Georgia Council on American Indian Concerns to recognize National Native American Heritage Month.

5. CONSENT AGENDA

A. City Council Meeting Minutes (Meeting of 11/4/2024)

Consideration of approval of the City Council meeting minutes from the meeting of November 4, 2024.

B. Financial Management Report (Month Ending September 30, 2024)

Consideration of approval of the Financial Management Report for the month ending September 30, 2024.

C. Sewer and Temporary Construction Easements: 242 Milton Avenue

Consideration of a Sewer Easement and a Temporary Construction Easement to allow the construction of a sanitary sewer utility at 242 Milton Avenue between the City of Alpharetta, Walter I. Geer III, and Sarah Blackman, and with authorization for the Mayor to execute all necessary documents.

D. Global Settlement Agreement: Casey Bennett and City of Alpharetta

Consideration of approval of a Global Settlement Agreement between Casey Bennett and the City of Alpharetta.

- Mayor Gilvin announced that he is removing Item D, Global Settlement Agreement: Casey Bennett and City of Alpharetta from the Consent Agenda.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Hipes offered a motion to approve the Consent Agenda (with the removal of Item D, Global Settlement Agreement: Casey Bennett and City of Alpharetta).
 - Council Member Will seconded the motion.
 - The motion was approved unanimously (7-0).

6. PUBLIC HEARING

A. Announcement of Public Hearing Procedures

- City Attorney, Molly Esswein, announced the public hearing procedures.

B. Z-24-14/V-24-22 Pinnacle Pg LLC/Karen Drive

WITHDRAWN: The applicant for this item has withdrawn their application and this will not be considered during tonight's meeting.

Consideration of a rezoning and variances to allow for the construction of 14 'For-Sale' single-family detached homes on 2.68 acres in the Downtown. A rezoning is requested from O-I (office-Institutional) and C-2 (General Commercial) to DT-MU (Downtown Mixed-Use). Variances are requested from Unified Development Code (UDC) Appendix A: Alpharetta Downtown code Subsection 2.3.3(G) to modify local street residential streetscape standards, UDC Appendix A: Alpharetta Downtown Code Subsection 2.4.6(C) to allow a street-facing garage without the required 20' setback from the front façade of the home, and UDC Subsection 3.2.8(D) to reduce the landscape strip requirement along a new local street. The property is located at 0, 297 & 315 Karen Drive and is legally described as being located in land Lots 693 & 696, 1st District, 2nd Section, Fulton County, Georgia.

C. CLUP-24-03/MP-24-06/Z-24-11/V-24-18 TPG/Brookside Master Plan Pod B

Consideration of a comprehensive land use plan amendment, master plan amendment, rezoning and variance to allow 160 'Dwelling, 'For-Sale', Attached units on 9.89 acres. A master plan amendment is requested to the Brookside Master Plan Pod B to add 'Dwelling, 'For-Sale', Attached' as a permitted use. A comprehensive land use plan amendment is requested from 'Corporate Office' to 'High Density Residential' and a rezoning is requested from O-I (Office-Institutional) to R-10M (Dwelling, 'For-Rent' or 'For-Sale', Residential). Variances are requested to Unified Development Code (UDC) Subsection 2.2.10(D) R-10M, District Regulations to reduce the setback along Old Milton Parkway, UDC Section 2.5 Parking and Loading to reduce parking and allow standards to reduce the undisturbed buffer requirements, and UDC Subsection 2.2.10(D) to increase building height and reduce setbacks. The property is located AT 3750 Brookside Parkway and is legally described as being located in Land Lots 43, 44, 49 & 50, 1st District, 1st Section, Fulton County, Georgia.

- Planning and Development Services Manager, Michael Woodman, came forward to present this item.
- The applicant, The Providence Group, is requesting a master plan amendment, comprehensive land use plan amendment, rezoning, and variance to allow for the redevelopment of a two (2) story, 105,236 square foot Class B office building with 160 'For-Sale' townhouse-style condominium units on approximately 9.9 acres in Brookside. A master plan amendment is requested to add 'Dwelling, 'For-Sale', Attached' to the Brookside Master Plan Pod B. A comprehensive land use plan amendment is requested from 'Corporate Office' to 'High Density Residential' and a rezoning is requested from O-I (Office-Institutional) to R-10M (Dwelling, 'For-Rent' and 'For-Sale', Residential). Variances are requested to increase building height, reduce setbacks, reduce undisturbed buffers, and allow uncovered parking. The

property is located at 3750 Brookside Parkway on the south side of Old Milton Parkway between the two (2) intersections with Brookside Parkway.

- This item was considered at the November 7, 2024 Planning Commission meeting. There were no public comments. After discussion, the Planning Commission recommended approval of the applicant's request and denial of the parking variance to reduce parking, subject to Staff's recommended conditions (vote 7-0).
- After Planning Commission, the applicant updated the site plan to include four (4) additional parking spaces. The variance request to reduce parking is no longer needed.
- Staff is recommending that Mayor and City Council approve MP-24-06/CLUP-24-03/Z-24-11/V-24-18 The Providence Group/3750 Brookside Parkway, subject to the following conditions:
 1. The 9.89-acre property shall be zoned R-10M and the site shall be developed substantially similar to the site plan prepared by Travis Pruitt & Associates, Inc., dated 11/8/24, except for modifications required to comply with the conditions below. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.
 2. Architecture and materials shall be substantially similar to the submitted renderings prepared by Niles Bolton Associates, dated 11/8/24, and Lessard Design, dated 11/11/24, with final approval by Staff. Where the side of a building faces Brookside Parkway, side elevation shall include a front entrance or have the appearance of a front entrance, as approved by Staff.
 3. Up to 160 'Dwelling, 'For-Sale', Attached' units shall be permitted with a maximum building height of 3 stories over a basement and 47'. Residential entitlement shall be deducted from the Brookside Master Plan Pod B non-residential max. density at an exchange rate of 800 square feet of non-residential density for each residential unit.
 4. 'Dwelling, 'For-Sale' Attached shall be added as a conditional use in Brookside Master Plan Pod B.
 5. Development shall comply with the City's UDC parking rates. Uncovered and unenclosed parking shall be permitted as depicted on the site plan.
 6. Building setbacks shall be 50' along Old Milton Parkway, except that a 45' section shall have a 14' setback. Building setback shall be 25' along Brookside Parkway.
 7. New internal streets and alleys shall be substantially similar to the site plan prepared by Travis Pruitt & Associates, Inc., dated 11/8/24. New internal street shall be private and maintained by the HOA.

8. Open space shall be substantially similar to the open space depicted on the site plan prepared by Travis Pruitt & Associates, Inc., dated 11/8/24.
9. Retaining walls shall receive architectural façade treatment and/or be heavily landscaped, as approved by Staff. Retaining walls visible from developed areas exceeding 16' in height shall be terraced with landscaped areas between terraces.
10. Minimum 15' planted buffer shall be provided along the east property line and minimum 25' planted buffer shall be provided along the west property line, as shown on the site plan prepared by Travis Pruitt & Associates, Inc. dated 11/8/24.
11. The proposed development shall not be gated.
12. Developer shall provide stairway access from the site to the sidewalk along Old Milton Parkway at the northeastern corner of the site, as approved by Staff.
13. Developer shall provide a traffic calming/enhanced pedestrian crosswalk on Brookside Parkway, as depicted on the site plan prepared by Travis Pruitt & Associates, Inc., dated 11/8/24.
14. Developer shall improve a green pedestrian connection along the west side of the property, as depicted on the site plan prepared by Travis Pruitt & Associates, Inc., dated 11/8/24. A public access easement shall be provided for the green pedestrian connection. Pedestrian connection shall include an 8' concrete multi-use trail, park-like landscaping, wayfinding signage, seating and outdoor workspace or alternative placemaking improvement, as approved by Staff. Seating shall be similar to Exhibit A, including 2 sections of 3 benches. String lighting shall be installed over entrance along Brookside Parkway. Improvements for the green pedestrian connection, as well as the land value of the public access easement, shall be eligible for impact fee credits.
15. Developer shall identify a project in the Brookside Small Area Plan and implement the project in exchange for impact fee credits, as approved by Staff.
16. No more than 10% of the units shall be rented as stated in the HOA covenants.
17. No unfinished wood shall be visible from Brookside Parkway.
- The property is zoned O-I subject to the Brookside Master Plan Pod B and was developed in 2001 with a two (2) story, 105,236 square foot office building and surface parking lot. Surrounding properties are zoned O-I to the west and south, C-2 (General Commercial) to the east, and CUP (Community Unit Plan) and R-8A (Dwelling, 'For-Sale', Attached Residential) to the north. The Mansions at Alpharetta is located to the west, an office building and an undeveloped property owned by Georgia State University is located to the south, Zyka and Bruster's Real Ice Cream are located to the east, and Folia and Camden Pond are located to the north. The

property has a comprehensive land use plan designation of 'Corporate Office', which requires an amendment to allow a residential development.

- Brookside Master Plan was approved in 1997 as an office park with retail nodes along Old Milton Parkway. Pod B, which is approximately 30 acres, was approved for office use with a maximum density of 18,000 square feet per acre, or 540,000 square feet and a maximum building height of six (6) stories.
- The Horizon 2040 Comprehensive Plan identifies Old Milton Parkway east of Georgia 400 as a priority area in need of redevelopment and promotes retrofitting, repurposing, and mixed-use patterns to create activity nodes near or within existing suburban office parks. In response, the Brookside Small Area Plan was created and adopted in 2022. The plan's vision is to re-imagine the area as a walkable, connected environment in an effort to re-position the suburban office park which currently has one of the highest office vacancy rates in the City. The Plan does not include land use recommendations and the future land use designation of Brookside remains 'Corporate Office'.
- The submitted site plan depicts the existing 105,236 square foot office building to be demolished and redeveloped with 160 'For-Sale' townhouse-style condominium units in fourteen (14), three (3) story buildings. Units are twenty-foot (20') wide and are rear entry. Access to the site will continue from an existing shared driveway on Old Milton Parkway and a relocated driveway on Brookside Parkway. A 25' setback and ten-foot (10') landscape strip are depicted along Brookside Parkway and a 50' setback and twenty-foot (20') planted buffer are depicted along Old Milton Parkway. A fifteen-foot (15') setback and planted buffer are depicted along the east property line and a 25' setback and planted buffer are depicted along the west property line.
- A green pedestrian connection is proposed along the west side of the property, which is consistent with the framework plan identified in the Brookside Small Area Plan. The area includes a stream and existing stormwater pond, which is proposed to be placed underground. Additional open space is depicted throughout the development, including an amenity area with clubhouse and pool on the east side of the development, a mail kiosk with parking near the Brookside Parkway project entrance, and several linear green spaces between buildings. The existing five-foot (5') sidewalks and street trees along Old Milton Parkway will remain with GDOT's roadway project. The site plan depicts a six-foot (6') planter and eight-foot (8') sidewalk along Brookside Parkway, which is consistent with the streetscape identified in the Small Area Plan. Five-foot (5') sidewalks are depicted throughout the development.
- Unified Development Code (UDC) parking regulations require one (1) parking space for each bedroom in a townhome unit, as well as a minimum ten-foot (10') by eighteen-foot (18') driveway. The applicant indicated that there will be 106 two (2)

bedroom units and 54 three (3) bedroom units for a total of 374 parking spaces. The site plan depicts 160 spaces in garages, 160 spaces on driveways, and 54 guest spaces for a total of 374 spaces.

- The applicant has stated that street trees along Old Milton Parkway and Brookside Parkway will be saved. The remaining trees on the site are parking lot landscape trees, of which none were identified to be saved. The property is served by a master detention pond which provides stormwater management for properties in the Brookside Master Plan. An above-ground treatment pond exists in the southwest corner of the subject property, which is part of the master stormwater system. The applicant proposes to place the pond underground in order to improve the area as a green pedestrian connection.
- The applicant submitted renderings of the townhouse-style condominium buildings, which depict brick, board and batten, and siding as the primary exterior materials. Six (6) buildings will be three (3) stories on slab and eight (8) buildings will be three (3) stories over partially buried basement. Four (4) buildings have a side elevation facing Brookside Parkway, with those elevations including a porch and balcony on the first two (2) floors and a front entrance facing the street.
- The applicant submitted a trip generation report. The proposed townhome development is expected to generate 70 AM Peak Hour trips and 83 PM Peak Hour trips, which represents a 57% decrease in AM Peak Hour trips and 47% decrease in PM Peak Hour trips compared to the existing office development on the property.
- Fulton County Schools calculated the potential number of children who may live on the property by using their standard calculation to distinguish the number of children that a residential development will generate. Based on the total figure for all school levels, it can be assumed that the proposed development could house approximately 9 – 69 school age children. New Prospect Elementary School and Alpharetta High School have available enrollment capacity; however, Webb Bridge Middle School is over capacity.
- The Citizen Participation Plan Report submitted by the applicant states that letters were mailed to each property owner within 500' of the subject property stating the applicant's intent. The report states that no correspondence was received.
- A Community Zoning Information Meeting was held on October 9, 2024. There were no public comments.
- Staff has reviewed the applicant's proposal against the established review criteria for a master plan amendment, comprehensive land use plan amendment, rezoning, and variance. The 2040 Comprehensive Plan identifies Old Milton Parkway east of Georgia 400 as a priority area in need of redevelopment and promotes retrofitting and mixed-use patterns to create activity nodes near or within existing suburban office parks. While the Brookside Small Area Plan does not include land use recommendations, the plan envisions creating a walkable, connected environment

in an effort to re-position the suburban office park. If approved, the proposal would bring residences closer to goods, services, and jobs. The property has exceptional and peculiar conditions due to its topography and location within the Brookside Small Area Plan. Setback variances are supported by the Small Area Plan and the height variance would allow a building height less than the maximum height allowed in the Brookside Master Plan. A variance to allow uncovered parking was approved at Ecco Park on North Point Drive, which was directly tied to the applicant's unique product type (townhouse-style condominium units).

- Alex Brock, attorney for the Applicant with the firm of Smith Gambrell Russell (1105 West Peachtree Street NE, #1000, Atlanta, Georgia 30309), came forward to speak for this application.
- Warren Jolly, with The Providence Group (11340 Lakefield Drive, Johns Creek, GA 30097) came forward to speak for this application.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to approve MP-24-06/CLUP-24-03/Z-24-11/V-24-18 The Providence Group/3750 Brookside Parkway, subject to the following conditions with the following changes:
 1. The 9.89-acre property shall be zoned R-10M and the site shall be developed substantially similar to the site plan prepared by Travis Pruitt & Associates, Inc., dated 11/12/24, except for modifications required to comply with the conditions below. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.
 2. Architecture and materials shall be substantially similar to the submitted renderings prepared by Niles Bolton Associates, dated 11/8/24, and Lessard Design, dated 11/11/24, with final approval by Staff. Where the side of a building faces Brookside Parkway, side elevation shall include a front entrance or have the appearance of a front entrance, as approved by Staff.
 3. Up to 160 'Dwelling, 'For-Sale', Attached' units shall be permitted with a maximum building height of 3 stories over a basement and 47'. Residential entitlement shall be deducted from the Brookside Master Plan Pod B non-residential max. density at an exchange rate of 800 square feet of non-residential density for each residential unit.
 4. 'Dwelling, 'For-Sale' Attached shall be added as a conditional use in Brookside Master Plan Pod B.
 5. Development shall comply with the City's UDC parking rates. Uncovered and unenclosed parking shall be permitted as depicted on the site plan.

6. Building setbacks shall be 50' along Old Milton Parkway, except that a 45' section shall have a 14' setback. Building setback shall be 25' along Brookside Parkway.
7. New internal streets and alleys shall be substantially similar to the site plan prepared by Travis Pruitt & Associates, Inc., dated 11/12/24. New internal street shall be private and maintained by the HOA.
8. Open space shall be substantially similar to the open space depicted on the site plan prepared by Travis Pruitt & Associates, Inc., dated 11/12/24.
9. Retaining walls shall receive architectural façade treatment and/or be heavily landscaped, as approved by Staff. Retaining walls visible from developed areas exceeding 16' in height shall be terraced with landscaped areas between terraces.
10. Minimum 15' planted buffer shall be provided along the east property line and minimum 25' planted buffer shall be provided along the west property line, as shown on the site plan prepared by Travis Pruitt & Associates, Inc. dated 11/12/24.
11. The proposed development shall not be gated.
12. Developer shall provide stairway access from the site to the sidewalk along Old Milton Parkway at the northeastern corner of the site, as approved by Staff.
13. Developer shall provide a traffic calming/enhanced pedestrian crosswalk on Brookside Parkway, as depicted on the site plan prepared by Travis Pruitt & Associates, Inc., dated 11/12/24.
14. Developer shall improve a green pedestrian connection along the west side of the property, as depicted on the site plan prepared by Travis Pruitt & Associates, Inc., dated 11/12/24. A public access easement shall be provided for the green pedestrian connection. Pedestrian connection shall include an 8' concrete multi-use trail, park-like landscaping, wayfinding signage, seating and outdoor workspace or alternative placemaking improvement, as approved by Staff. Seating shall be similar to Exhibit A, including 2 sections of 3 benches. String lighting shall be installed over entrance along Brookside Parkway. Improvements for the green pedestrian connection, as well as the land value of the public access easement, shall be eligible for impact fee credits.
15. Developer shall identify a project in the Brookside Small Area Plan and implement the project in exchange for impact fee credits, as approved by Staff.
16. No more than 10% of the units shall be rented as stated in the HOA covenants.
17. No unfinished wood shall be visible from Brookside Parkway.

- Council Member Brady seconded the motion.
- The motion was approved unanimous (7-0).

D. MP-24-10/CU-24-14 Lava Island/Regency Park Master Plan Pod 3

Consideration of a master plan amendment and conditional use to allow a 'Recreation Facilities, Indoor' business within an existing shopping center in the North Point Overlay. A master plan amendment is requested to the Regency Park Master Plan Pod 3 to add 'Recreation Facilities, Indoor' and a conditional use is requested to allow 'Recreation Facilities, Indoor' for Lava Island. The property is located at 7121 North Point Parkway and is legally described as being located in Land Lots 687 & 688, 1st District, 2nd Section, Fulton County, Georgia.

- Planning and Development Services Manager, Michael Woodman, came forward to present this item.
- The applicant, Dallin Barker, is requesting a master plan amendment and conditional use to allow Lava Island to re-use a 40,000 square foot space in an existing strip shopping center in the North Point Overlay. According to the application, Lava Island is a family entertainment venue with indoor play structures, trampolines, party rooms and café. The space was previously occupied by Buy Buy Baby. A master plan amendment is requested to add 'Recreation Facilities, Indoor' as a conditional use to the Regency Park Master Plan Pod 3 and a conditional use is requested to allow 'Recreation Facilities, Indoor' for Lava Island. The subject property is located at 7121 North Point Parkway on the southwest side of Encore Parkway at the intersection with North Point Center East.
- This item was considered at the November 7, 2024 Planning Commission meeting. There were no public comments. After discussion, the Planning Commission recommended approval subject to Staff's recommended conditions (vote 7-0).
- Staff is recommending that Mayor and Council approve MP-24-10/CU-24-14 Lava Island/Regency Park Master Plan Pod 3, subject to the following conditions:
 1. 'Recreation Facilities, Indoor' shall be listed as a conditional use in the Regency Park Master Plan Pod 3.
 2. 'Recreation Facilities, Indoor' shall be added as a conditional use at 7121 North Point Parkway and limited to no more than 40,000 square feet.
 3. Conditional use approval shall be limited to Lava Island; no additional 'Recreation Facilities, Indoor' use or subleasing shall be permitted within the approved space.
 4. 'Recreation Facilities, Indoor' shall be limited to a family entertainment venue with indoor play structures, trampolines, party rooms, and café.
 5. Hours of operation shall be Sunday – Thursday 9:00 AM – 9:00 PM and Friday – Saturday 9:00 AM – 10:00 PM.

6. Any exterior changes shall be similar to type, style, and colors depicted in the North Point Overlay District Design Guidelines, with final approval by DRB.
 7. Native and drought-tolerant shrubs and grasses shall be added to the foundation area along the front façade of the building, with final approval by DRB.
- The property is zoned PSC (Planned Shopping Center) and is subject to the Regency Park Master Plan. The property is developed with a one (1) story, 81,000 square foot strip shopping center. Surrounding properties are also zoned PSC. Ross Dress For Less is located to the east, Party City to the south, Mattress Firm to the west, and Georgia 400 to the north. The comprehensive land use plan designation of the property is 'Mixed Use', which allows the applicant's proposed use.
 - The Regency Park Master Plan was approved in 1992 and allows a mix of shopping center, entertainment, and office uses over six (6) pods along North Point Parkway between Encore Parkway and Mansell Road. Pod 3 was amended in 1994 to change the primary use from office to shopping center.
 - According to the application, Lava Island is a family entertainment venue including play structures, trampolines, party rooms and small café. Food and beverage items will consist of pizza, wings, French fries, coffee, milkshakes, smoothies, and soft drinks. No alcohol will be served. Lava Island has one (1) existing location in Aurora, Colorado with four (4) sites under construction. Hours of operation are Sunday – Thursday 9:00 AM – 9:00 PM and Friday – Saturday 9:00 AM – 10:00 PM. The applicant anticipates approximately 35 – 45 employees.
 - Lava Island proposes to re-use the 40,000 square foot space formerly occupied by Buy Buy Baby. No exterior changes to the building or site are proposed. There are approximately 513 parking spaces existing on the property. Unified Development Code (UDC) parking requirements were calculated, which includes a required 20% parking reduction for properties located in the North Point Overlay. The applicant's proposal is supported by a sufficient amount of parking.
 - Staff estimates that the proposed use will generate approximately 35 AM Peak Hour trips and 60 PM Peak Hour trips.
 - The Citizen Participation Plan Report submitted by the applicant states that letters were mailed to each property owner within 500' of the subject property stating the applicant's intent. The report states that no public comments were received.
 - The Citizen Zoning Information Meeting was held on October 9, 2024. There were no public comments.
 - Staff has reviewed the applicant's proposal against the review criteria for a master plan amendment and conditional use. The property is located in the North Point Overlay where walkability, mix of uses, site design and EcoDistrict measures are key components to a successful development. The location and character of the proposed use is appropriate as it relates to the use and development of adjacent or

nearby properties. Properties in the immediate vicinity are developed with a variety of retail, restaurant, office, and entertainment uses. The addition of an entertainment use to North Point will aid the continued innovation and reinvention of the area by providing more than just a shopping experience.

- Boyd Henderson (2149 S. Holly Street, Denver, Colorado 80222) came forward to speak for this application.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to approve MP-24-10/CU-24-14 Lava Island/Regency Park Master Plan Pod 3, subject to the following conditions:
 1. 'Recreation Facilities, Indoor' shall be listed as a conditional use in the Regency Park Master Plan Pod 3.
 2. 'Recreation Facilities, Indoor' shall be added as a conditional use at 7121 North Point Parkway and limited to no more than 40,000 square feet.
 3. Conditional use approval shall be limited to Lava Island; no additional 'Recreation Facilities, Indoor' use or subleasing shall be permitted within the approved space.
 4. 'Recreation Facilities, Indoor' shall be limited to a family entertainment venue with indoor play structures, trampolines, party rooms, and café.
 5. Hours of operation shall be Sunday – Thursday 9:00 AM – 9:00 PM and Friday – Saturday 9:00 AM – 10:00 PM.
 6. Any exterior changes shall be similar to type, style, and colors depicted in the North Point Overlay District Design Guidelines, with final approval by DRB.
 7. Native and drought-tolerant shrubs and grasses shall be added to the foundation area along the front façade of the building, with final approval by DRB.
 - Council Member Will seconded the motion.
 - The motion was approved (7-0).

E. MP-24-09/CU-24-12 Alpharetta Hotel Holdings LLC/Hybrid Hotel

DEFERRED: The applicant for this item has requested a deferral of their application to a future City Council Meeting. This item will not be considered during tonight's meeting.

Consideration of a master plan amendment and conditional use to allow 'Hotel, Hybrid' on 9.89 acres in the Preston Ridge Master Plan. A master plan amendment is requested to the Preston Ridge Master Plan Pod H to add Hotel, Hybrid' as a conditional use and a conditional use is requested to allow a 'Hotel, Hybrid' for a dual brand Marriott hotel. The property is located at 12140 Morris Road and is legally described as being located in Land Lot 1262, 2nd District, 2nd Section, Fulton County, Georgia.

7. NEW BUSINESS

A. Resolution to Condemn: Parcel 3 of Pedestrian Improvements for Roswell Street / Alpha Loop (Parcel #22 482312690427)

Consideration and adoption of a Resolution to condemn property interest in Tax Parcel # 22 482312690427 (Parcel Owners: James G. & Edith E. Duane) as relating to the Pedestrian Improvements Roswell Street/Alpha Loop (estimated just and adequate compensation is \$16,700.00), and with authorization for the Mayor to execute all necessary documents.

- City Attorney, Molly Esswein, read the resolution aloud and came forward to present this item.
- Approval of this resolution will authorize the City Attorney's Office to acquire, through the use of Eminent Domain, the necessary property rights to, in, over, under, through and across the property in order to ensure the timely completion of the Project. Further, the Mayor and the City Administrator are specifically authorized to execute, on behalf of and as if signed by every member of the governing authority of the City, the Mayor and Council, any and all documents necessary to further the filing of any Petition for Condemnation or Declaration of Taking related to the same and/or in furtherance of this Resolution.
- The estimated just and adequate compensation for Parcel 3 of the project is \$16,700.00

PUBLIC COMMENTS:

- There were no public comments.
 - ❖ Mayor Pro Tem Merkel offered a motion to adopt a Resolution to condemn property interest in Tax Parcel # 22 482312690427 (Parcel Owners: James G. & Edith E. Duane) as relating to the Pedestrian Improvements Roswell Street/Alpha Loop (estimated just and adequate compensation is \$16,700.00), and to authorize the Mayor to execute all necessary documents.
 - Council Member DeRito seconded the motion.
 - The motion was approved (7-0).

B. Invitation to Bid 25-006: Construction of Roswell Street Pedestrian Safety Improvements

Consideration of approval of the award of a contract for ITB 25-006 to Azimuth Contractors, LLC for the construction of Roswell Street Pedestrians Safety Improvements for an amount not to exceed \$712,940.06 and authorize the Mayor to execute all necessary documents.

- Director of Public Works, Pete Sewczwicz, came forward to present this item.

- This is to award construction of pedestrian safety improvements and the extension of the Alpha Loop on Roswell Street between Old Milton Parkway and Old Roswell Street.
- Alpharetta has experienced unprecedented growth since the Alpha Loop was originally planned. Development continues to increase, and mixed-use lifestyle centers in various stages of development are emerging throughout the Downtown district. Residents understand the valuable connectivity that the Alpha Loop brings. Residents want to be near the trail, and the development community is eager to build the trail to make that possible. Establishing a clear and comprehensive vision for the Downtown trail is critical to maximizing the public benefit of these private investments and ensuring a cohesive and connected Alpha Loop system for commuters and recreational users alike.
- The current project is for traffic-calming on Roswell Street, improving sight-lines and visibility at the intersection of Roswell Street and Marietta Street, and constructing Alpha Loop along Roswell Street between Old Milton Parkway and Old Roswell Street.
- Some of the major construction elements of this project are: a 12' wide sidewalk, illuminated with light poles, will be constructed on the east side of Roswell Street between Old Milton Parkway and Old Roswell Street, lights will be bollard style, similar to Alpha Loop north of Thompson Street, between Marietta Street and Old Roswell Street, all on-street parking spaces will be removed, between Old Milton Parkway and Marietta Street, some of the existing parking spaces will be removed to improve the sight-line and visibility for traffic exiting Marietta Street, and the intersection of Roswell Street and Marietta Street will be a 4-way stop controlled.
- Procurement for this project was initiated through Invitation to Bid (ITB 25-006), which was issued on September 12, 2024, with a response deadline of October 17, 2024. Through the City's Bonfire system, 1281 vendors were notified with 43 document takers. Also, 1246 vendors were notified through the State of Georgia Department of Administrative Services. A total of 8 submittals were received in response to this invitation.
- After evaluation and verifying the submitted bids, staff from the Public Works Department met with representatives of Azimuth Contractors, as the low bidder.

PUBLIC COMMENTS:

- There were no public comments.
 - ❖ Council Member DeRito offered a motion to approve the award of a contract for ITB 25-006 to Azimuth Contractors, LLC for the construction of Roswell Street Pedestrians Safety Improvements for an amount not to exceed \$712,940.06 and authorize the Mayor to execute all necessary documents.

- Council Member Mitchell seconded the motion.
- The motion was approved (7-0).

C. Invitation to Bid 25-002: Fiscal Year 2025 Pavement Preservation

Consideration of approval to award invitation to bid 25-002 to Holbrook Asphalt, LLC for an amount totaling \$106,652.57 for the fiscal year 2025 pavement preservation project with approval of the associated contract and with the authorization for the Mayor to execute all necessary documents.

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- The Public Works Department would like to enhance the Street Preventative Maintenance program with more modern, feasible and sustainable solutions. High Density Mineral Bond is a high-density mix of selected aggregate and asphalt binder that creates a surface treatment installed over an existing asphalt roadway surface. It is intended to preserve existing asphalt paved streets from surface wear and from oxidation.
- The most prevalent type is HA5 which is widely used across the U.S. due to its effectiveness in extending pavement life and reducing maintenance costs. HA5 treatment will extend the service life of the streets by preserving their good condition for a longer period. HA5 is a proprietary mix that must be applied with specialized equipment by a trained crew.
- HA5 application adds an estimated 7-10 years of life to asphalt roads if applied at the proper times and conditions. HA5 has garnered strong support and utilization among counties and cities throughout the U.S. and Georgia.
- The Public Works Department prepared a request for bids (ITB 25-002) for the FY 25 Pavement Preservation road list. The City advertised for competitive bids on August 7th, 2024. Bids for the project were received on September 5th, 2024 and the City received one bid.
- Holbrook Asphalt, LLC is currently the only approved contractor in the state of GA for the application of HA5. The cure time for HA5 is approximately 24 hours before traffic can be allowed to traverse it. Holbrook Asphalt has vast experience applying this product while obtaining the proper cure time and also allowing individuals to access their homes, receive deliveries, etc. Holbrook Asphalt will provide shuttle services during the application for residents and stage the application so one lane is always open to traffic. Holbrook Asphalt will also coordinate with Fulton County Schools, USPS, etc. during the application of materials.
- If approved, the following roads will receive HA5 treatment: Lillian Drive, Pearson Court, Mccoy Way, Javad Lane, Yasha Court, Shadetree Way , and Cobblestone Court.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member DeRito offered a motion to approve the award invitation to bid 25-002 to Holbrook Asphalt, LLC for an amount totaling \$106,652.57 for the fiscal year 2025 pavement preservation project with approval of the associated contract and to authorize the Mayor to execute all necessary documents.
 - Council Member Will seconded the motion.
 - The motion was approved (7-0).

D. iCan Shine & City of Alpharetta 2025 iCan Bike Host Agreement

Consideration and approval of the iCan Bike Host Agreement between the City of Alpharetta and iCan Shine for the June 23rd through June 27th, iCan Bike Program.

- Director of Recreation, Parks, and Cultural Services, Morgan Rodgers, came forward to present this item.
- The iCan Bike program was initially introduced by the Alpharetta Public Safety Department in partnership with iCan Shine. The weeklong camp, made possible by volunteers comprised of Public Safety and Recreation staff, seeks to empower adaptive children and adults through learning the skill of riding a bike. Each year, the camp experiences approximately 40 "riders" and requires over 50 volunteers. Riders of varying abilities come from all over to participate in this unique and rare program for ages eight and up, including teens and adults with intellectual and developmental disabilities. Riders are taught that they can do amazing things with a little effort, parents find the camp inclusive and heartwarming, and volunteers can pride themselves on the unforgettable contribution made to the community.
- The Recreation Services Division of the Recreation, Parks & Cultural Services Department took over the program in 2024. This is a natural transition as the division already assists by funding the program via operational funds and registration revenue and provides staffing assistance in preparation for and during the weeklong program.
- Under the agreement attached hereto, iCan Shine agrees to transfer over the hosting responsibilities of the iCan Bike Program to the City of Alpharetta's Department of Recreation, Parks & Cultural Services. Additionally, the agreement commits the City to a financial responsibility of \$11,400 in service costs (shown below) to be provided by iCan Shine for 2025 iCan Bike Program.

PUBLIC COMMENTS:

- There were no public comments.

- ❖ Council Member Hipes offered a motion to approve the iCan Bike Host Agreement and to appropriate \$11,400 and for the Mayor to execute all necessary documents.
 - Council Member Will seconded the motion.
 - The motion was approved (7-0).

E. Resolution: Amicus Brief for Chang v. City of Milton Appeal

Consideration of adoption of a resolution authorizing the City of Alpharetta to participate in an Amicus Brief in the Chang v. City of Milton appeal and with authorization for the Mayor to execute all necessary documents.

- City Attorney, Molly Esswein read the resolution aloud and came forward to present this item.
- City Administrator, Chris Lagerbloom, read the final “Now Therefore” clause aloud as the resolution provided in the packet was missing a paragraph.
- The City Attorney’s Office has requested the City’s permission to file an amicus brief (friend of the court legal brief) on the City’s behalf in the pending matter before the Court of Appeals and/or Supreme Court of Georgia of a civil lawsuit that, at the trial court level, was referred to as Chang, et. al. v. City of Milton, State Court of Fulton County, Case No. 18EV004442.
- The case involves a claim of liability against the City of Milton for personal injuries due to a 2016 vehicle collision with a fixed obstruction (a masonry planter) located on City-owned right of way where the obstruction was outside the motoring lanes of travel.
- If adopted, this resolution would allow to the City Attorney’s Office to file an amicus brief, which may include the City’s name as a participating party.

PUBLIC COMMENTS:

- There were no public comments.
 - ❖ Mayor Pro Tem Merkel offered a motion to adopt a resolution authorizing the City of Alpharetta to participate in an Amicus Brief in the Chang v. City of Milton appeal and with authorization for the Mayor to execute all necessary documents.
 - Council Member Will seconded the motion.
 - The motion was approved (7-0).

8. PUBLIC COMMENT

- Sean Eason came forward to speak about housing and services.
- Tate Holcomb (353 Lynne Circle, Alpharetta, GA 30009) came forward to speak about childcare in Alpharetta.

9. REPORTS

- Mayor Gilvin shared that one of the greatest events of downtown is occurring on Saturday, the annual city tree lighting.

10. EXECUTIVE SESSION (IF NECESSARY)

- There was not an executive session.

11. ADJOURNMENT

- ❖ Council Member Mitchell offered a motion to adjourn the meeting.
 - Council Member Brady seconded the motion.
 - The motion was approved unanimously (7-0).
- With there being no further items to consider or discuss, Mayor Gilvin adjourned the meeting at 8:01 p.m.

Respectfully submitted,



Lauren Shapiro, City Clerk



STAFF REPORT

Department: Legal
Submitted By: Lauren Shapiro
Meeting Date: December 2, 2024

AGENDA ITEM:

Release and Settlement Agreement: Casey Bennett and City of Alpharetta

Consideration of approval of a Release and Settlement Agreement between Casey Bennett and the City of Alpharetta.

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, the Release and Settlement between Casey Bennett and the City of Alpharetta.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

Plaintiff, Defendants, and Insurer in this claim desire to enter into this Global Settlement Agreement to provide, among other things, for consideration for the full, final, and complete settlement and discharge of all claims and causes of action against the City of Alpharetta and Insurer.

ALTERNATIVES:

ATTACHMENTS:

- Casey Bennett Settlement Agreement

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement ("**Agreement**") is entered into as of the 15 day of November, 2024 by Casey Bennett (hereinafter referred to as "**Plaintiff**").

RECITALS

WHEREAS, Plaintiff filed a lawsuit titled CASEY BENNETT, Plaintiff, v. CITY OF ALPHARETTA, GEORGIA; BRIAN IADZE; MONIQUE CLARK; AND ANGELA BENTON, Defendants, Case No. 1:23-cv-05322-AT, filed in the United States District Court, Northern District of Georgia, Atlanta Division.

WHEREAS, all Defendants save Monique Clark filed dispositive Rule 12 Motions in response to Plaintiff's Complaint and Amended Complaint, vigorously denying the claims asserted in the action. Clark answered the Complaint and Amended Complaint;

WHEREAS, Plaintiff desires to fully and finally settle her claims with the City of Alpharetta, Georgia ("City") and Brian Iadze, and forego any possible appeal in the manner set forth in this Agreement, all claims and causes of action of any kind whatsoever which have arisen, or which may arise, prior to, or at the time of, the execution of this Agreement, including, but in no way limited to, any and all claims and controversies which were asserted in or which could have been asserted in the Lawsuit;

NOW THEREFORE, in consideration of the recitals and the mutual promises, covenants and agreements set forth herein and in full compromise, release and settlement, accord and satisfaction, and discharge of all the claims or causes of action, known or unknown, possessed by or belonging to the parties hereto, Plaintiff hereby covenants and agrees as follows:

1. **Scope of Release.** Plaintiff, for herself, current and former heirs, successors, assigns, guardians, executors, administrators, insurers, servants, and agents, as applicable, IRREVOCABLY AND UNCONDITIONALLY RELEASES, ACQUITS, AND FOREVER DISCHARGES Brian Iadze and the City and any authorized legal representative and their insurers and their subsidiaries, affiliates, related corporations, firms, associations, partnerships, entities, successors, and assigns, the current and former owners, shareholders, directors, officers, employees, agents, attorneys, and representatives (hereinafter also collectively referred to as the "**Released Parties**" or "**Releasees**"), from any and all claims, counterclaims, third party actions, complaints, appeals, grievances, liabilities, obligations, promises, agreements, damages, causes of action, rights, debts, demands, controversies, costs, losses, damages, and expenses (including attorneys' fees and expenses) whatsoever, whether known or unknown, and whether arising under the claim and causes of action asserted or assertable by Plaintiff in the Lawsuit the execution of this Agreement, other than any arising under this Agreement, under any municipal, local, state, or federal law, common or statutory causes of action.

2. **Covenant Not To Sue.** Plaintiff, for herself and on behalf of her spouses, heirs, assigns, successors, executors, and administrators, COVENANTS TO FOREGO ANY AVAILABLE APPEAL AND NOT TO SUE, OR OTHERWISE CONSENT TO PARTICIPATE IN ANY ACTION, AT ANY TIME IN THE FUTURE, except as may be required by law or compulsory process, against any of the Released Parties based upon any of the claims released in this Agreement.

3. **Warranties and Representations.** Subject to paragraph 6 below, Plaintiff agrees, represents, and warrants that she owns 100% of the damages and of the claims released by this Agreement and that no other person or entity owns any interest therein by assignment or subrogation or otherwise other than for attorneys' fees, and that she has not in any way assigned or otherwise transferred to any person or entity any interest in the damages and claims released by this Agreement other than attorneys' fees.

4. **Payment and Consideration.** For and in consideration of the recitals, promises, releases, discharges, waivers, terms, conditions, warranties, representations, and covenants set forth in this Agreement, Plaintiff shall receive a total payment in the amount Seventy-Five Thousand Dollars (\$75,000), releasing the Released Parties of any and all claims and/or liabilities contemplated in Section 1 of this Agreement. Said payment shall be payable to the order of Spears & Filipovits, LLC on behalf of Casey Bennett to be delivered to Plaintiff's counsel via United States mail.

5. **Dismissal of the Lawsuit.** Within fourteen days after the payment from the Released Parties clears, Plaintiff will dismiss Brian Iadze and the City with prejudice. Plaintiff understands and acknowledges that the Parties shall bear their own attorneys' fees, costs, and litigation expenses incurred in the Lawsuit.

6. **Medicare and Medicaid Liens.** Plaintiff acknowledges that Medicaid has asserted a lien for treatment Plaintiff received as a result of the incident alleged in the lawsuit. Plaintiff states that she did not receive Medicare and that to the best of her knowledge and belief there are no Medicare liens. Plaintiff has gathered the necessary medical information/record to ascertain the amount of the Medicaid claim. Plaintiff's counsel will retain and pay the necessary funds from the settlement to satisfy the Medicaid claim.

7. **Indemnification.**

a. In further consideration of the sum paid hereunder, the undersigned agrees to indemnify and hold harmless Releasees against any claim, action, suit, or demand which may hereafter be brought or instituted against Releasees, either directly or by way of counterclaim, cross-claim or third-party complaint by any persons or entities because of, or in any manner arising out of, those claims set forth in the civil action, including but not limited to any action or claim for damages (special, compensatory, punitive or otherwise), loss of consortium, imposition of civil fines and/or penalties, attorneys' fees, court costs, contribution or indemnity, and the undersigned further agrees to pay any judgment and costs in any such action.

b. As part of this indemnity and hold harmless provision, the undersigned expressly agrees to indemnify and hold harmless Releasees against loss, demand, or actions; including attorneys' fees, expert witness fees, court costs, costs of obtaining medical reports, fines, civil penalties, and/or litigation costs, that may hereafter or at any time be brought pursuant for any reasons including, but not limited to, the following:

1. Any hospital liens under Georgia law (see, for example, O.C.G.A. § 44-14-470 through § 44-14-477);
2. Any lien on behalf of vocational rehabilitation services under Georgia law (see, for example, O.C.G.A. § 49-9-14);
3. Any lien asserted by the Department of Medical Assistance under Georgia law (see, for example, O.C.G.A. § 49-4-140);
4. Any attorneys' liens under Georgia law (see, for example, O.C.G.A. § 15-19-14);
5. Any right of action or claim asserted by any insurance carrier for subrogation under Georgia law (see, for example, O.C.G.A. § 33-34-3(d));
6. Any claim asserted by any third-party administrator or other organization for subrogation;
7. Any subrogation right asserted for federal medical assistance (see, for example, 42 U.S.C. § 1395(b)(1) or 42 U.S.C. § 1396(a)(25);
8. Any subrogation right asserted under the Medical Care Recovery Act, 42 U.S.C. §§ 2651 through 2653;
9. Any claim made by or on behalf of Plaintiff seeking to nullify, set aside, or in any way challenge this settlement;
10. Any claims for reimbursing Medicare for any and all payments made by Medicare for care Plaintiff received in connection with this lawsuit; and
11. Any civil fines and/or penalties assessed against Releasees for Plaintiff's failure to satisfy any and all liens regarding medical care.

c. This indemnification agreement does not include attorneys' fees, costs and other expenses which may be incurred in the prosecution of any action to enforce the terms of this indemnity agreement.

d. These duties of indemnification shall include indemnity for all such claims, even those arising from the sole negligence or conduct of Releasees, or any of them. With respect to this indemnity agreement, the undersigned expressly waives any exemption or stay otherwise available under the United States Bankruptcy Code, 11 U.S.C. § 101, et seq. and further waives any and all rights of exemption, both as to real and personal property, to which he may be entitled under the laws of this or any other state as against such claims for reimbursement or indemnity by the said Releasees or any of them.

e. Plaintiff acknowledges that CMS (Medicare) and DHS (Medicaid) have a right to recover any conditional payments from the settlement funds which were not resolved at the time of the settlement and may have a right to recovery of the entire settlement amount. Plaintiff accepts that risk and agrees to hold harmless and indemnify the Releasees for any Medicare or Medicaid conditional payments reimbursement demanded or required by the Medicare Secondary Payer Recovery Contractor (MSPRC), CMS, collection agency, or any other governmental entity, that may be uncovered and demanded in the future.

8. **No Admission of Liability.** Neither this Agreement nor any consideration given hereunder constitutes an admission. Nor is it to be construed as an admission of any right, entitlement, or fault or liability of any kind on the part of any settling party. Plaintiff acknowledges, understands, and agrees that the Released Parties deny any and all fault or liability of any type and deny any wrongful conduct with regard to Plaintiff.

9. **Breach of Agreement.** The prevailing party in any dispute over a breach of this Agreement shall be entitled to recover its attorneys' fees incurred in connection with the breach. The parties agree that venue shall be proper in the State Court of Fulton County, Georgia for any action involving a breach of this Agreement.

10. **Acknowledgements by Plaintiff.** By executing this Agreement, Plaintiff acknowledges the following: (a) that she has read this Agreement and fully understands its terms and their import; (b) that, except as provided by this Agreement, there is no contractual right or claim to the benefits described herein; (c) that the consideration provided for herein is good and valuable; (d) that facts relating to the Lawsuit may turn out to be other than or different from the facts now known or believed by Plaintiff to be true, that Plaintiff knowingly assumes that risk, and that this Agreement shall remain in effect and shall not be subject to termination or revocation by reason of any such different facts; and (e) that she is entering into this Agreement voluntarily, of her own free will, and without any coercion, undue influence, threat, or intimidation of any kind or type whatsoever.

11. **Legal Counsel.** Plaintiff further acknowledges that she had the right and opportunity to seek independent legal counsel of her own choosing in connection with the execution of this Agreement, and she represents that they have either done so or that they have voluntarily declined to do so.

12. Miscellaneous.

(a) **Entire Agreement.** This Agreement constitutes the entire Agreement of the Parties, and supersedes all prior negotiations and agreements, oral or written. All prior negotiations and agreements are deemed incorporated and merged into this Agreement and are deemed to have been abandoned if not so incorporated. No representations, oral or written, are being relied upon by the parties in executing this Agreement other than the express representations of this Agreement. This Agreement cannot be changed or terminated without the express written consent of the Parties.

(b) **Recitals.** The recitals set forth above are hereby incorporated by reference into this Agreement and are a part of this Agreement as though fully set forth herein.

(c) **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns.

(d) **Severability.** If any provision or term of this Agreement is held to be illegal, invalid, or unenforceable, such provision or term shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised part of this Agreement; the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision or term there shall be added automatically as a part of this Agreement another provision or term as similar to the illegal, invalid, or unenforceable provision, as may be possible and that is legal, valid, and enforceable.

(e) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to its choice-of-law provisions.

IN WITNESS WHEREOF, Plaintiff hereto duly executes this Agreement.

Dated: 11/15/24

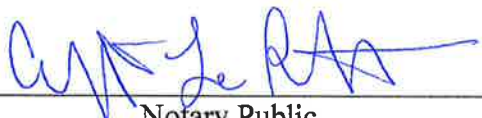
Signed:


Casey Bennett

In the presence of:

Witness

Sworn to and subscribed before me this
15th day of November, 2024.


Notary Public

My commission expires: July 5th 2026

(NOTARIAL SEAL)





STAFF REPORT

Department: Legal
Submitted By: Lauren Shapiro
Meeting Date: December 2, 2024

AGENDA ITEM:

Ratification of Consent Order and Final Judgment: Parcel 62 of McGinnis Ferry Road Widening Project
Council ratification of Consent Order and Final Judgment (CAFN:2022CV363612) in the total amount of \$48,200.00 regarding Parcel #62 of the McGinnis Ferry Road Widening Project (Owners: Reza Ray Hedayati and Khadijeh Malak).

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, Council ratification of Consent Order and Final Judgment (CAFN:2022CV363612) in the total amount of \$48,200.00 regarding Parcel #62 of the McGinnis Ferry Road Widening Project (Owners: Reza Ray Hedayati and Khadijeh Malak).

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

Consent Order and Final Judgment was entered on November 21, 2024. The City previously deposited \$34,000.00 into the Registry of the Clerk of the Superior Court of Fulton County as its estimate of just and adequate compensation for the property. Pursuant to the Consent Order and Final Judgment, an additional \$14,200.00 has been requested from the City and will be deposited into the Fulton County Court Registry for further processing.

ALTERNATIVES:

Do not approve as part of the Consent Agenda and consider as a new business item.

ATTACHMENTS:

1. Hedayati et al. CAFN 2022CV363612 Consent Order

**IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA**

CITY OF ALPHARETTA, GEORGIA,

Condemnor,

v.

REZA RAY HEDAYATI; KHADIJEH MALAK;
WELLS FARGO BANK, N.A.; WINDWARD
COMMUNITY SERVICES ASSOCIATION,
INC.; HON. ARTHUR E. FERDINAND, Tax
Commissioner of Fulton County, Georgia; HON.
KENYA JOHNSON, Probate Court Judge, Fulton
County, Georgia; CITY OF ALPHARETTA,
GEORGIA; and any and all others claiming any
interest or right in the hereinafter described real
property interests and rights,

Condemnees.

CIVIL ACTION FILE NO.:

2022CV363612

IN REM

JUDGE CRAIG SCHWALL

CONSENT ORDER AND FINAL JUDGMENT

The above-styled case is before the Court pursuant to the consent of Condemnee Windward Community Services Association, Inc. ("Condemnee") and Condemnor City of Alpharetta, Georgia ("Condemnor").

WHEREAS, pursuant to O.C.G.A. § 32-3-1 et seq., Condemnor acquired certain property and property rights as are more particularly described in the Petition and Declaration of Taking, filed with the Clerk of Fulton County Superior Court on April 19, 2022; and,

WHEREAS, Condemnor previously deposited the sum of Thirty-Four Thousand and 00/100 Dollars (\$34,000.00) into the Registry of the Clerk of Superior Court of Fulton County as the Condemnor's estimate of just and adequate compensation for the property rights acquired on the date of filing; and,

WHEREAS, all parties having an interest in the property condemned have been served according to law; and,

WHEREAS, Condemnee Windward Community Services Association, Inc. timely filed a Notice of Appeal contesting the amount of just and adequate compensation or a claim for any interest in the condemnation proceedings; and,

WHEREAS, Condemnees Honorable Arthur E. Ferdinand, Tax Commissioner of Fulton County, Georgia and Honorable Kenya M. Johnson, Probate Court Judge, Fulton County, Georgia timely filed an Answer; however, they subsequently filed a Consent Order for Dismissal and were subsequently dismissed thereafter; and,

WHEREAS, no other party has made a claim for or appealed the estimate of just and adequate compensation or has otherwise challenged Condemnor's right to acquire the property rights acquired in the instant action; and,

WHEREAS, the undersigned parties desire to reach a full and final settlement of the instant action, including a final determination of all issues raised or which could have been raised in the case; and,

WHEREAS, Condemnor and Condemnees have stipulated and agreed that the total sum of Forty-Eight Thousand Two Hundred and 00/100 Dollars (\$48,200.00) (hereinafter "Total Just and Adequate Compensation") constitutes total just and adequate compensation for all of the property, rights, and interests acquired or damaged by the acquisition of the property set forth in the Declaration of Taking; and,

WHEREAS, Condemnor asserts no interest in determination as to which party is entitled to any portion of the award of total just and adequate compensation established hereby (see, O.C.G.A. § 22-2-139); and,

WHEREAS, Condemnees wish to accept the total amount of Forty-Eight Thousand Two Hundred and 00/100 Dollars (\$48,200.00) in full settlement of the property rights condemned in this matter and forever waive any and all further compensation, claims, and damages that may have been brought by Condemnees in this proceeding; and,

NOW, THEREFORE, it is hereby Ordered and Adjudged as follows:

1.

That just and adequate compensation due to Condemnees, for the acquisition of the property rights including the land acquired by virtue of this action, is Forty-Eight Thousand Two Hundred and 00/100 Dollars (\$48,200.00) and Judgment is hereby entered on that amount.

2.

That Condemnor shall pay into the registry of the Court, and the Clerk of the Superior Court shall accept from Condemnor and deposit into the registry of the Court, the sum of Fourteen Thousand Two Hundred and 00/100 Dollars (\$14,200.00).

3.

Upon receipt by the Clerk of Court of Condemnor's additional payment into the Court's Registry, the Clerk is hereby ORDERED to disburse the funds in the amount of \$39,159.00 issued to Parker Poe Adams & Bernstein LLP Trust Account and to be delivered via FedEx Overnight Delivery to Parker Poe Adams & Bernstein LLP, c/o Elizabeth R. Story, 1075 Peachtree Street NE, Suite 1500, Atlanta, Georgia 30309, counsel for Condemnee Windward Community Services Association, Inc. The undersigned counsel for Condemnee Windward Community Services Association, Inc. will provide the Clerk with a pre-paid FedEx label and envelope for delivery of the check.

4.

Following deposit of the funds as set forth above, and upon payment and distribution of the funds as prescribed by law, the matter shall be concluded, and the file shall be closed.

SO ORDERED, this 21st day of November, 2024.



THE HONORABLE CRAIG SCHWALL
SUPERIOR COURT OF FULTON COUNTY
ATLANTA JUDICIAL CIRCUIT

Prepared and consented to by:

Consented to by:

JARRARD & DAVIS, LLP

**PARKER POE ADAMS & BERNSTEIN
LLP**

/s/ Priya M. Patel

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/s/ Elizabeth R. Story

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101 North Phillips Avenue
Sioux Falls, South Dakota 57104

Honorable Kenya M. Johnson
Probate Judge of Fulton County, Georgia
c/o Victoria Kealy
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Atlanta, Georgia 30303

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Alpharetta, Georgia 30005

Honorable Arthur E. Ferdinand
Tax Commissioner of Fulton County, Georgia
c/o Eugene P. Smith, Jr.
Victoria Kealy
141 Pryor Street, SW, Suite 4038
Atlanta, Georgia 30303

City of Alpharetta, Georgia
2 Park Plaza
Alpharetta, Georgia 30009



STAFF REPORT

Department: Legal
Submitted By: Lauren Shapiro
Meeting Date: December 2, 2024

AGENDA ITEM:

Ratification of Consent Order and Final Judgment: Parcel 63 of McGinnis Ferry Road Widening Project
Council ratification of Consent Order and Final Judgment (CAFN:2022CV363858) in the total amount of \$61,000.00 regarding Parcel #63 of the McGinnis Ferry Road Widening Project (Owner: Jose Covarrubias).

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, Council ratification of Consent Order and Final Judgment (CAFN:2022CV363858) in the total amount of \$61,000.00 regarding Parcel #63 of the McGinnis Ferry Road Widening Project (Owner: Jose Covarrubias).

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
-----------------------------	----------------------

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

Consent Order and Final Judgment was entered on November 21, 2024. The City previously deposited \$47,400.00 into the Registry of the Clerk of Superior Court of Fulton County as its estimate of just and adequate compensation. Pursuant to the Consent Order and Final Judgment, an additional \$13,600.00 has been requested from the City and will be deposited into the Fulton County Court Registry for further processing.

ALTERNATIVES:

Do not approve as part of the Consent Agenda and consider as a new business item.

ATTACHMENTS:

1. Consent Order and Final Judgment Parcel 63

**IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA**

CITY OF ALPHARETTA, GEORGIA,
Condemnor,
v.

JOSE COVARRUBIAS; NEW RESIDENTIAL
MORTGAGE, LLC; WINDWARD
COMMUNITY SERVICES ASSOCIATION,
INC.; INVESTA SERVICES, LLC, Servicer for
CHRISTIANA TRST., Custodian for GSRAN-Z;
HON. ARTHUR E. FERDINAND, Tax
Commissioner of Fulton County, Georgia; HON.
KENYA M. JOHNSON, Probate Court Judge,
Fulton County, Georgia; CITY OF
ALPHARETTA, GEORGIA; and any and all
others claiming any interest or right in the
hereinafter described real property interests and
rights,
Condemnees.

CIVIL ACTION FILE NO.:
2022CV363858

IN REM

CONSENT ORDER AND FINAL JUDGMENT

The above-styled case is before the Court pursuant to the consent of Condemnee Windward Community Services Association, Inc. (“Condemnee”) and Condemnor City of Alpharetta, Georgia (“Condemnor”).

WHEREAS, pursuant to O.C.G.A. § 32-3-1 et seq., Condemnor acquired certain property and property rights as are more particularly described in the Petition and Declaration of Taking, filed with the Clerk of Fulton County Superior Court on April 26, 2022; and,

WHEREAS, Condemnor previously deposited the sum of Forty-Seven Thousand Four Hundred and 00/100 Dollars (\$47,400.00) into the Registry of the Clerk of Superior Court of Fulton County as the Condemnor’s estimate of just and adequate compensation for the property rights acquired on the date of filing; and,

WHEREAS, all parties having an interest in the property condemned have been served according to law; and,

WHEREAS, Condemnee Windward Community Services Association, Inc. timely filed a Notice of Appeal contesting the amount of just and adequate compensation or a claim for any interest in the condemnation proceedings; and,

WHEREAS, Condemnees Honorable Arthur E. Ferdinand, Tax Commissioner of Fulton County, Georgia and Honorable Kenya M. Johnson, Probate Court Judge, Fulton County, Georgia timely filed an Answer; however, they subsequently filed a Consent Order for Dismissal and were subsequently dismissed thereafter; and,

WHEREAS, no other party has made a claim for or appealed the estimate of just and adequate compensation or has otherwise challenged Condemnor's right to acquire the property rights acquired in the instant action; and,

WHEREAS, the undersigned parties desire to reach a full and final settlement of the instant action, including a final determination of all issues raised or which could have been raised in the case; and,

WHEREAS, Condemnor and Condemnees have stipulated and agreed that the total sum of Sixty-One Thousand and 00/100 Dollars (\$61,000.00) (hereinafter "Total Just and Adequate Compensation") constitutes total just and adequate compensation for all of the property, rights, and interests acquired or damaged by the acquisition of the property set forth in the Declaration of Taking; and,

WHEREAS, Condemnor asserts no interest in determination as to which party is entitled to any portion of the award of total just and adequate compensation established hereby (see, O.C.G.A. § 22-2-139); and,

WHEREAS, Condemnees wish to accept the total amount of Sixty-One Thousand and 00/100 Dollars (\$61,000.00) in full settlement of the property rights condemned in this matter and forever waive any and all further compensation, claims, and damages that may have been brought by Condemnees in this proceeding; and,

NOW, THEREFORE, it is hereby Ordered and Adjudged as follows:

1.

That just and adequate compensation due to Condemnees, for the acquisition of the property rights including the land acquired by virtue of this action, is Sixty-One Thousand and 00/100 Dollars (\$61,000.00) and Judgment is hereby entered on that amount.

2.

That Condemnor shall pay into the registry of the Court, and the Clerk of the Superior Court shall accept from Condemnor and deposit into the registry of the Court, the sum of Thirteen Thousand Six Hundred and 00/100 Dollars (\$13,600.00).

3.

Upon receipt by the Clerk of Court of Condemnor's additional payment into the Court's Registry, the Clerk is hereby ORDERED to disburse the funds in the amount of \$41,230.00 issued to Parker Poe Adams & Bernstein LLP Trust Account and to be delivered via FedEx Overnight Delivery to Parker Poe Adams & Bernstein LLP, c/o Elizabeth R. Story, 1075 Peachtree Street NE, Suite 1500, Atlanta, Georgia 30309, counsel for Condemnee Windward Community Services Association, Inc. The undersigned counsel for Condemnee Windward Community Services Association, Inc. will provide the Clerk with a pre-paid FedEx label and envelope for delivery of the check.

4.

Following deposit of the funds as set forth above, and upon payment and distribution of the funds as prescribed by law, the matter shall be concluded, and the file shall be closed.

SO ORDERED, this 21st day of November, 2024.



THE HONORABLE URAL GLANVILLE
SUPERIOR COURT OF FULTON COUNTY
ATLANTA JUDICIAL CIRCUIT

Prepared and consented to by:

Consented to by:

JARRARD & DAVIS, LLP

**PARKER POE ADAMS & BERNSTEIN
LLP**

/s/ Priya M. Patel

Patrick D. Jaugstetter
Georgia Bar No. 389680
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the City of Alpharetta, Georgia*

/s/ Elizabeth R. Story

Elizabeth R. Story
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Jose Covarrubias
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Alpharetta, Georgia 30005

Investa Services, LLC, servicer for Christiana
Trst., Custodian for GSRAN-Z
c/o Northwest Registered Agent Service, Inc.
8735 Dunwoody Place, Suite N
Atlanta, Georgia 30350

Honorable Kenya M. Johnson
Probate Judge of Fulton County, Georgia
c/o Victoria Kealy
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c/o New Residential Investment Corp.
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Tax Commissioner of Fulton County, Georgia
c/o Eugene P. Smith, Jr.
Victoria Kealy
141 Pryor Street, SW, Suite 4038
Atlanta, Georgia 30303

City of Alpharetta, Georgia
2 Park Plaza
Alpharetta, Georgia 30009



STAFF REPORT

Department: City Clerk

Submitted By:

Meeting Date: December 2, 2024

AGENDA ITEM:

Announcement of Public Hearing Procedures

STAFF RECOMMENDATION:

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
-----------------------------	----------------------

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
-----------------------------	----------------------

ITEM DESCRIPTION:

ALTERNATIVES:

ATTACHMENTS:



CITY COUNCIL STAFF REPORT

Department: Community Development

Submitted By: Kathi Cook

Prepared By: Michael Woodman

Meeting Date: December 2, 2024

AGENDA ITEM: Z-24-08/V-24-08 306 THOMPSON STREET

The applicant, 306 Thompson Street, LLC, is requesting a rezoning and variance to allow for the construction of two (2) 'For-Sale' single-family detached homes on 1.15 acres in the Downtown. A rezoning is requested from R-12 (Dwelling, 'For-Sale', Residential) to DT-LW (Downtown Live-Work). Variances are requested to allow parking between the building and the street, eliminate the requirement for a street-facing garage to be recessed at least 20' behind the front building façade, and to allow a variance to the architectural style for the two (2) homes. The subject property is located at 306 Thompson Street on the north side of Thompson Street just west of Westside Parkway.

This item was considered at the June 6, 2024 Planning Commission meeting. There were several public comments with concerns over tree removal impacting Academy Park, fence adjacent to Academy Park, streambank erosion, enhanced stormwater controls, 4 conditions recommended by Academy Park, development should accommodate stormwater pipe for development to the west, Academy Park bearing costs of redevelopment along Thompson St, do not want Alpha Loop through the subject property, and no hardship for architecture variance. After discussion, Planning Commission recommended approval of the applicant's request, but denial of the variance related to architecture, subject to staff's recommended conditions. Vote 5-1

After Planning Commission, the applicant modified the architecture of the two (2) homes to Arts & Craft style which has been approved for use at Voysey but is not listed as one of the approved architectural styles in the Downtown. In addition, the applicant has accommodated construction access for both lots from Thompson Street.

PLANNING COMMISSION RECOMMENDATION:

Approve Z-24-08/V-24-08 306 Thompson Street and Deny variance request related to Downtown architectural style, subject to the following conditions:

1. The site, consisting of approximately 1.15 acres, shall be rezoned to DT-LW and developed substantially similar to the site plan prepared by Engineering 303, dated 10/8/24, except for modifications required to comply with the conditions below. However, lot yield depicted is subject to meeting all City code requirements and conditions of zoning.
2. Architecture of the homes shall be substantially similar to the submitted renderings, labeled Exhibit A, subject to final approval by DRB.
3. Parking layout on Lot 1 and garage layout on Lot 2 shall be permitted as depicted on the site plan prepared by Engineering 303, dated 10/8/24.
4. Thompson Street streetscape shall be improved generally as follows: 30' half width right-of-way to incorporate 8' sidewalk (concrete with brick paver banding), 8' planter, 10' travel lane and decorative pedestrian lighting, with final approval by Staff.
5. Minimum 6" caliper shade trees shall be planted in the 8' planter along Thompson Street and behind the sidewalk in the 10' landscape strip as a continuation of what has been planted or designed in the Downtown and outside of utility easements, as approved by Staff.
6. Amenity space shall be developed substantially as depicted on the site plan prepared by Engineering 303, dated 10/8/24.
7. Developer shall make efforts to save trees within the 5' landscape strips along the east and west property lines, as approved by Staff. Developer shall install landscaping substantially as depicted on the landscape plan prepared by Frawley Associates, LLC, dated 11/14/24, except for modifications required to comply with the conditions of zoning, with final approval by DRB.
8. Developer shall preserve the northern 30' on Lot 2 as a tree save area and dedicate a minimum twenty-foot (20') trail easement for the Alpha Loop, with easement dedicated to the City prior to the first CO.
9. Fences and walls shall be decorative and shall complement exterior materials used on each home, as approved by DRB. Walls shall be substantially as depicted on the site plan prepared by Engineering 303, dated 10/8/24, including a maximum height of 4'.
10. Unfinished wood fences and decks shall not be visible from the public right-of-way.
11. Construction access for both homes shall be from Thompson Street. There shall be no construction access through the neighboring Chiswick subdivision.
12. Per mutual agreement, developer shall install 8' fence with no gate adjacent to Academy Park.
13. No more than 1 of the residential units shall be permitted to be rented, as recorded in the HOA's declarations and covenants.
14. The developer at 306 Thompson Street shall be responsible for full development and perpetual maintenance of the Lot 2 access from western edge of existing Chiswick Circle (private street).
15. The developer at 306 Thompson Street shall be responsible for full design and replacement of the 3 existing parking spaces and storm/sewer structures on Chiswick Circle. The 3 existing parking spaces are exclusively for the use of the Chiswick

Homeowners Association and are not to be used for the 306 Thompson Street property. This shall include the installation of required pervious pavers and under drains within the parking area as well as modifications to the stormwater management pond access serving the Chiswick community.

16. Provided Mr. Farat's property is provided access to all utilities in Chiswick (i.e., power, storm, sewer, water, telephone, cable, etc.), the developer at 306 Thompson Street shall be responsible for the removal and replacement of any irrigation and landscaping materials and making any other utility relocations to including streetlights, gas, electrical and communications impacted during the completion of 306 Thompson Street site improvements, including but not limited to existing mature trees affected by the design.
17. Upon the sale from developer/builder to an owner, the Lot 2 owner on the 306 Thompson Street property shall be responsible for an annual contribution to the Chiswick Homeowners Association in the amount of \$500, subject to an annual escalation of not more than 3%. An agreement shall be entered into between the 306 Thompson Street developer, its successors and assigns, and the Chiswick Homeowners Association (Chiswick HOA) allowing the Chiswick HOA to enforce payment of annual contributions with lien rights over the Lot 2 owner/parcel.
18. Stormwater runoff infiltration/detention system shall be designed and installed so that the Post-Development Discharge from the subject property shall not exceed the Pre-Development Discharge for the 1 year through 100-year storm events and with a 10% reduction in existing release rates. The owner shall be required to perform annual stormwater/detention facility inspections that will be submitted to the City and made public for viewing by surrounding property owners.
19. Prior to a land disturbance permit on property, developer shall hire and pay for a licensed registered professional engineer(s) to conduct a photo journal of downstream water bodies located within 500' of the property to determine baseline conditions. Developer shall fund a post-development photo journal by the same engineer(s), to be conducted within 90 days following the recording of the final plat for the last phase of the development. Developer shall remediate any siltation found by the photo journal over and above the predevelopment baseline that is caused by the development of the property and that is not the result of siltation that would have otherwise occurred absent the development of the property.

ITEM DESCRIPTION:

The submitted request, if approved, would allow for the construction of two (2) 'For-Sale' single-family detached homes on 1.15 acres in the Downtown. The proposed density is 1.74 dwelling units per acre. A rezoning is requested from R-12 (Dwelling, 'For-Sale', Residential) to DT-LW (Downtown Live-Work). Variances are requested to allow parking between the building and the street, eliminate the requirement for a street-facing garage to be recessed at least 20' behind the front building façade, and to allow a variance to the architectural style for the two (2) homes. The subject property is located at 306 Thompson Street on the north side of Thompson Street just west of Westside Parkway.

The property is developed with a one (1) story, 918 square foot single-family detached home. Surrounding properties are zoned R-4A (Dwelling, 'For-Sale', Residential Attached – Low Density) to the north, DT-LW to the east and west, and MU (Mixed Use) to the south. Academy Park is located to the north, Chiswick is located to the east, an approved single-family home and townhome development is located to the west, and Foundry is located to the south. The proposed use is consistent with the comprehensive land use plan designation of the property, which is 'Mixed Use Live Work'.

Variances are requested from Unified Development Code (UDC) Appendix A: Alpharetta Downtown Code Subsection 2.4.6 to allow parking between the building and the street (Lot 1) and to eliminate the requirement for a street-facing garage to be recessed at least 20' behind the front building façade (Lot 2). According to the applicant, the variances are necessary due to the narrow shape and topography of the property.

SITE PLAN

The submitted site plan depicts two (2) single-family detached homes on the property with the home on the southern half of the property (Lot 1) oriented to Thompson Street and the home to the north (Lot 2) oriented to Chiswick and the Alpha Loop. Lot 2 has access from Chiswick and Lot 1 has access from Thompson Street. The Alpha Loop is depicted in a 30' trail easement on the north end of Lot 2. The two (2) lots are evenly split with an average lot size of 25,001 square feet. Lot 1 is depicted with a ten-foot (10') setback along Thompson Street and five-foot (5') setbacks are depicted along the west and east side property lines of both lots. Minimum building setbacks are consistent with the DT-LW development standards.

The home on Lot 1 has a three (3) car garage and motor court and Lot 2 has a four (4) car garage and motor court. The garage/parking configuration on both lots requires a variance. The UDC requires 2.5 spaces per single-family detached home in the Downtown. On-street parking is not proposed along Thompson Street due to the limited property frontage and presence of a water vault.

The site plan depicts streetscape improvements along Thompson Street including an eight-foot (8') planter and eight-foot (8') concrete sidewalk with brick banding. On-street parking is not depicted. Approximately 6,650 square feet, or 13.3%, of

amenity space is called out on the site plan, which includes the Alpha Loop, two (2) private swimming pools, and lawns. The proposal exceeds the minimum ten percent (10%) amenity space requirement in the DT-LW district.

The twelve-foot (12') Alpha Loop multiuse trail is depicted within a 30' trail easement along the north end of Lot 2. In order to continue the natural setting associated with the Thompson Street alignment of the Alpha Loop, it is recommended that the northern 30' of the property also be designated as a tree save area. The Alpha Loop should be designed to minimize impacts on trees. Currently, there is no design for this portion of the Alpha Loop and construction of the trail will not occur until future design and funding.

There are several trees on the property, mostly on the northern half of the property, consisting primarily of Hardwoods. The applicant provided a tree survey which depicts trees being saved in the northern 30' of the property, as well as several off-site boundary trees on the west side of the property. If approved, the northern 30' of the property should be designated as a tree save area and the Alpha Loop should be installed with the least impact to trees. The site plan depicts stormwater management in underground systems on each lot.

RENDERINGS

The submitted renderings depict each home in the Arts & Craft style, which has been approved for use at Voysey but is not listed as an approved style in the Downtown Code. Lot 1 home is depicted to be two (2) stories and Lot 2 home is depicted to be three (3) stories, with both homes having a pitched roof. The homes will have a hard coat stucco exterior with limestone accents. The City's Downtown Consultant reviewed the applicant's renderings and believes that they are representative of Arts & Craft style. The site plan and renderings depict site retaining walls with decorative railing. It is recommended that the railing on the site walls be black aluminum.

TRAFFIC

As shown in the table below, Staff estimates that the two (2) single family detached homes would generate two (2) AM Peak Hour trips and three (3) PM Peak Hour trips.

Trip Generation Summaries

Land Use	Code	Density (SF/DU)	Period	TOTAL	IN	OUT
Single-Family, Detached Housing	210	2 DU	Daily	28	14	14
			AM Peak Hour	2	1	1
			PM Peak Hour	3	2	1
Total Net New Trips			Daily	28	14	14
			AM Peak Hour	2	1	1
			PM Peak Hour	3	2	1

Based upon methodologies from ITE's Trip Generation, 11th Edition (2021)

SCHOOLS

Residential development is known to increase school enrollment. However, Fulton County Schools does not provide an impact assessment for residential developments with less than four (4) dwelling units. Impacts to area schools would be negligible with the proposed development.

STANDARDS FOR ZONING CHANGES

The Planning Commission and the City Council shall consider the following standards in considering a rezoning application, giving due weight or priority to those factors particularly appropriate to the circumstances of each application:

- Whether the zoning proposal will permit a use that is suitable in view of the zoning use and development of adjacent and nearby property.

Response: The proposal would be suitable as it relates to the use and development of adjacent or nearby properties, which are primarily developed with similar residential uses.

- Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.

Response: The proposal would not adversely affect the existing use or usability of adjacent or nearby properties, which are primarily developed with similar residential uses.

c. Whether the zoning proposal will adversely affect the natural environment.

Response: The applicant's proposal should not have significant impacts on the natural environment if efforts are made by the developer to save trees.

d. Whether there are substantial reasons why the property cannot or should not be used as currently zoned.

Response: The property could be developed with minimum 12,000 square foot single-family detached lots. However, the R-12 zoning district has larger building setbacks that are contrary to the walkable vision in the Downtown and the proposed rezoning to DT-LW is consistent with the future land use designation of the property and zoning of properties along Thompson Street.

e. Whether the zoning proposal will result in a use that will or could cause an excessive or burdensome use of public facilities or services, including but not limited to existing streets and transportation facilities, schools, water or sewer utilities, and police or fire protection.

Response: The zoning proposal would yield lots that are nearly double the size allowed in the current zoning of the property. Therefore, the proposal would not cause an excessive use of public facilities or services.

f. Whether the zoning proposal is supported by new or changing conditions not anticipated or reflected in the existing zoning on the property.

Response: The property is located in the Downtown Overlay, which includes opportunities for properties to develop under the Downtown zoning districts.

g. Whether the zoning proposal reflects a reasonable balance between the promotion of the public health, safety, morality or general welfare against the right to unrestricted use of property.

Response: The applicant's zoning proposal reflects a reasonable balance and is consistent with the future land use designation of the property.

h. Whether there are substantial reasons why the property cannot be used in accordance with existing zoning.

Response: The property could be developed with minimum 12,000 square foot single-family detached lots. However, the R-12 zoning district has larger building setbacks that are contrary to the walkable vision in the Downtown and the proposed rezoning to DT-LW is consistent with the future land use designation of the property and zoning of properties along Thompson Street.

i. The extent to which the zoning proposal is consistent with the Comprehensive Plan.

Response: The zoning proposal is consistent with the future land use designation of the property, which is 'Mixed Use Live Work'.

VARIANCE REVIEW CRITERIA

The City of Alpharetta Unified Development Code Article IV, Section 4.5.3 outlines the criteria set forth for granting a variance. The ordinance specifically states..."a variance may be granted upon a finding that":

(1) There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography; or

Response: The property has exceptional conditions due to its long, narrow shape which contribute to the variances related to parking configuration on Lot 1 and garage configuration on Lot 2.

(2) The application of the Ordinance to this particular piece of property would create an unnecessary hardship; or

Response: Application of the ordinance would create an unnecessary hardship. The long, narrow shape of the property contributes to the variances related to parking configuration on Lot 1 and garage configuration on Lot 2.

(3) There are conditions that are peculiar to the property which adversely affect its reasonable use or usability as currently zoned; or

Response: The long, narrow shape of the property contributes to the variances related to parking configuration on Lot 1 and garage configuration on Lot 2.

CONCURRENCES

Staff has reviewed the applicant's proposal against the review criteria for a rezoning and variance. The zoning proposal is consistent with the future land use designation of the property and would be suitable as it relates to the use and development of adjacent or nearby properties, which are developed with similar residential uses. In addition, the proposal would yield lots that are nearly double the size allowed in the current zoning of the property and would not cause an excessive use of public facilities or services. The property has a long, narrow shape which constrains the site layout related to parking configuration on Lot 1 and garage configuration on Lot 2.

CITIZEN PARTICIPATION PLAN

The report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. According to the report, the applicant held a meeting with the Academy Park HOA on March 11, 2024 where the Board voiced concerns over erosion, tree removal, and opposition to the Alpha Loop extension. The Board also requested a fence along the rear property line to match other fences constructed by developers.

City Staff received correspondence from Empire Communities on behalf of the Chiswick townhome development. Empire requests that the following conditions be added to the applicant's request:

- The developer at 306 Thompson Street shall fully develop and build on the 306 Thompson Street property and not bring any construction equipment or materials through the Chiswick community property.
- The developer at 306 Thompson Street shall be responsible for full development and perpetual maintenance of the Lot 2 access from western edge of existing Chiswick Circle (private street).
- The developer at 306 Thompson Street shall be responsible for full design and replacement of the 3 existing parking spaces and storm/sewer structures on Chiswick Circle. The 3 existing parking spaces are exclusively for the use of the Chiswick Homeowners Association and are not to be used for the 306 Thompson Street property. This shall include the installation of required pervious pavers and under drains within the parking area as well as modifications to the stormwater management pond access serving the Chiswick community.
- The developer at 306 Thompson Street shall be responsible for the removal and replacement of any irrigation and landscaping materials and making any other utility relocations to including streetlights, gas, electrical and communications impacted during the completion of 306 Thompson Street site improvements, including but not limited to existing mature trees affected by the design.
- Upon the sale from developer/builder to an owner, the Lot 2 owner on the 306 Thompson Street property shall be responsible for an annual contribution to the Chiswick Homeowners Association in the amount of \$500, subject to an annual escalation of not more than 5%. An agreement between the 306 Thompson Street developer, its successors and assigns, and the Chiswick Homeowners Association (Chiswick HOA) allowing the Chiswick HOA to enforce payment of annual contributions with lien rights over the Lot 2 owner/parcel.

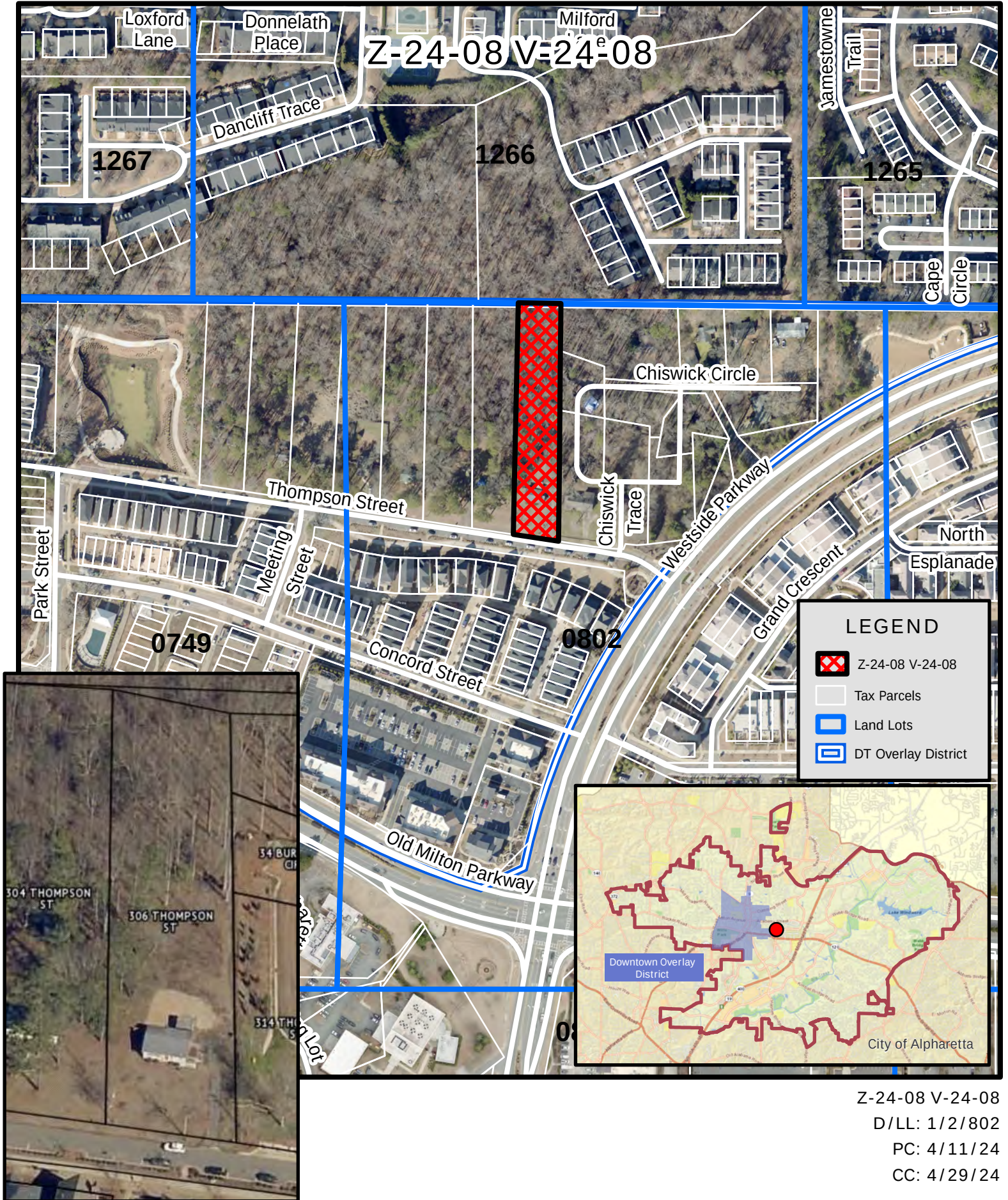
COMMUNITY ZONING INFORMATION MEETING

CZIM was held on May 8, 2024. There were a several public comments in support and in opposition with concerns over tree impacts, Alpha Loop (alignment should remain, alignment should be removed), stormwater should exceed minimum requirements, install fence adjacent to Academy Park, and architecture variance.

ATTACHMENTS:

- Aerial Map
- Zoning Map
- Future Land Use Map
- Location Map
- Latest Site Plan

- Landscape Plans
- Exhibit A
- CZIM
- Citizen Part B
- Public Comments
- Updated Application
- Application

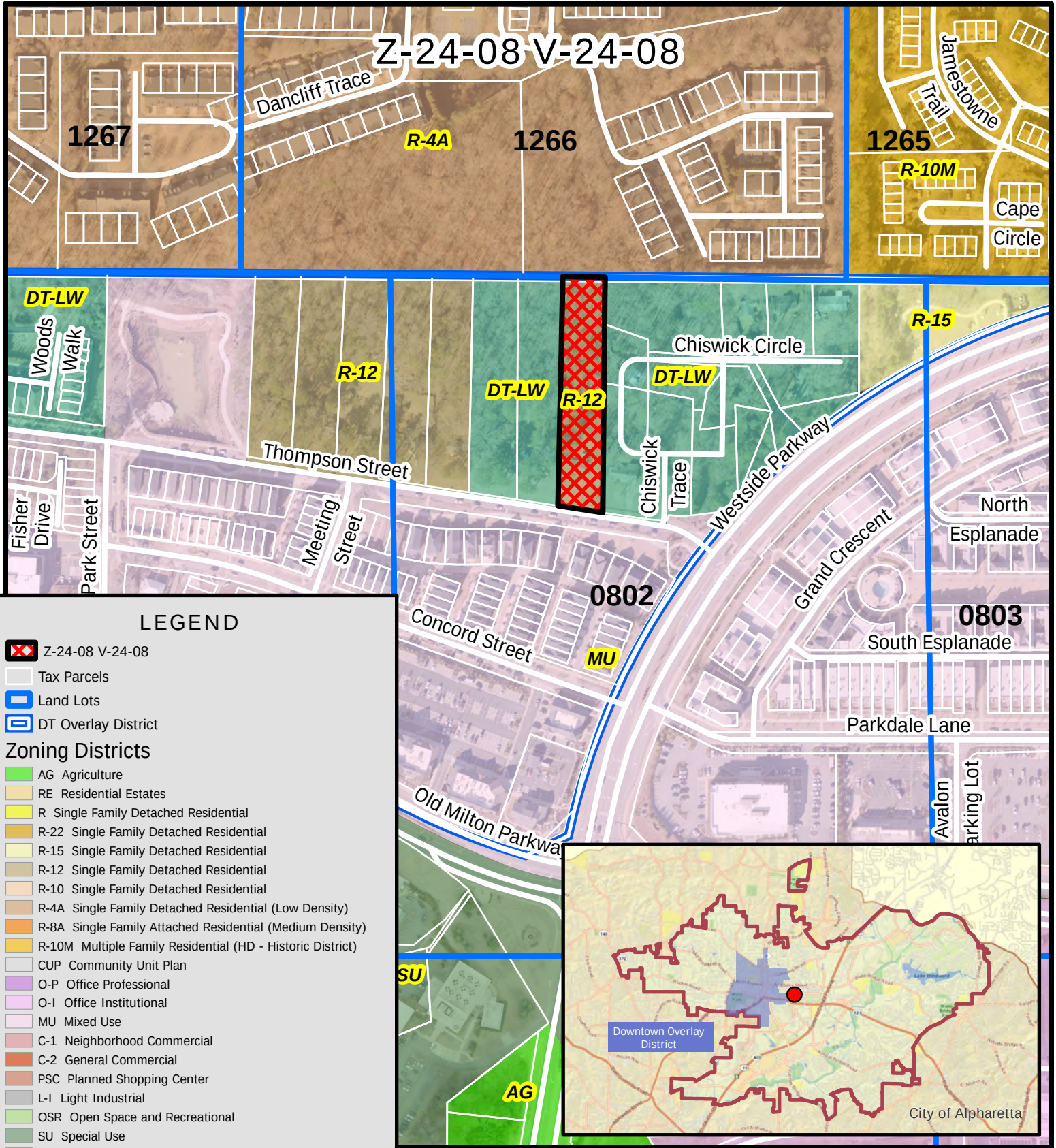


Z-24-08 V-24-08

D/LL: 1/2/802

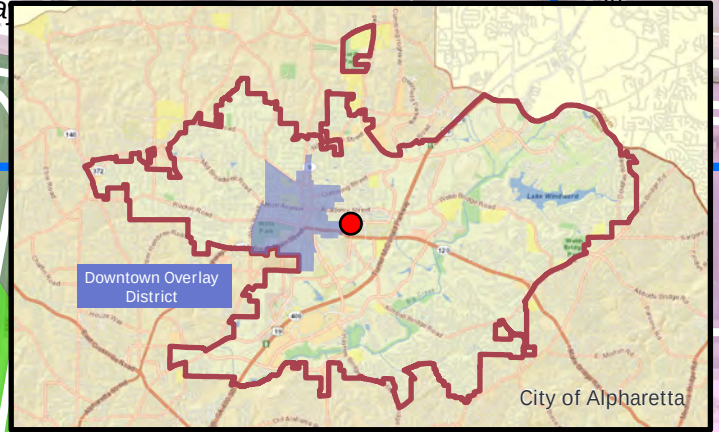
PC: 4/11/24

CC: 4/29/24



LEGEND

- Z-24-08 V-24-08
- Tax Parcels
- Land Lots
- DT Overlay District
- Zoning Districts**
- AG Agriculture
- RE Residential Estates
- R Single Family Detached Residential
- R-22 Single Family Detached Residential
- R-15 Single Family Detached Residential
- R-12 Single Family Detached Residential
- R-10 Single Family Detached Residential
- R-4A Single Family Detached Residential (Low Density)
- R-8A Single Family Attached Residential (Medium Density)
- R-10M Multiple Family Residential (HD - Historic District)
- CUP Community Unit Plan
- O-P Office Professional
- O-I Office Institutional
- MU Mixed Use
- C-1 Neighborhood Commercial
- C-2 General Commercial
- PSC Planned Shopping Center
- L-I Light Industrial
- OSR Open Space and Recreational
- SU Special Use
- R-8D Single Family Detached Residential
- R-4D Single Family Detached Residential (Medium Density)
- R-8A/D Single Family Attached/Detached Residential
- DT-C Downtown Core
- DT-MU Downtown Mixed-Use
- DT-LW Downtown Live-Work
- DT-R Downtown Residential

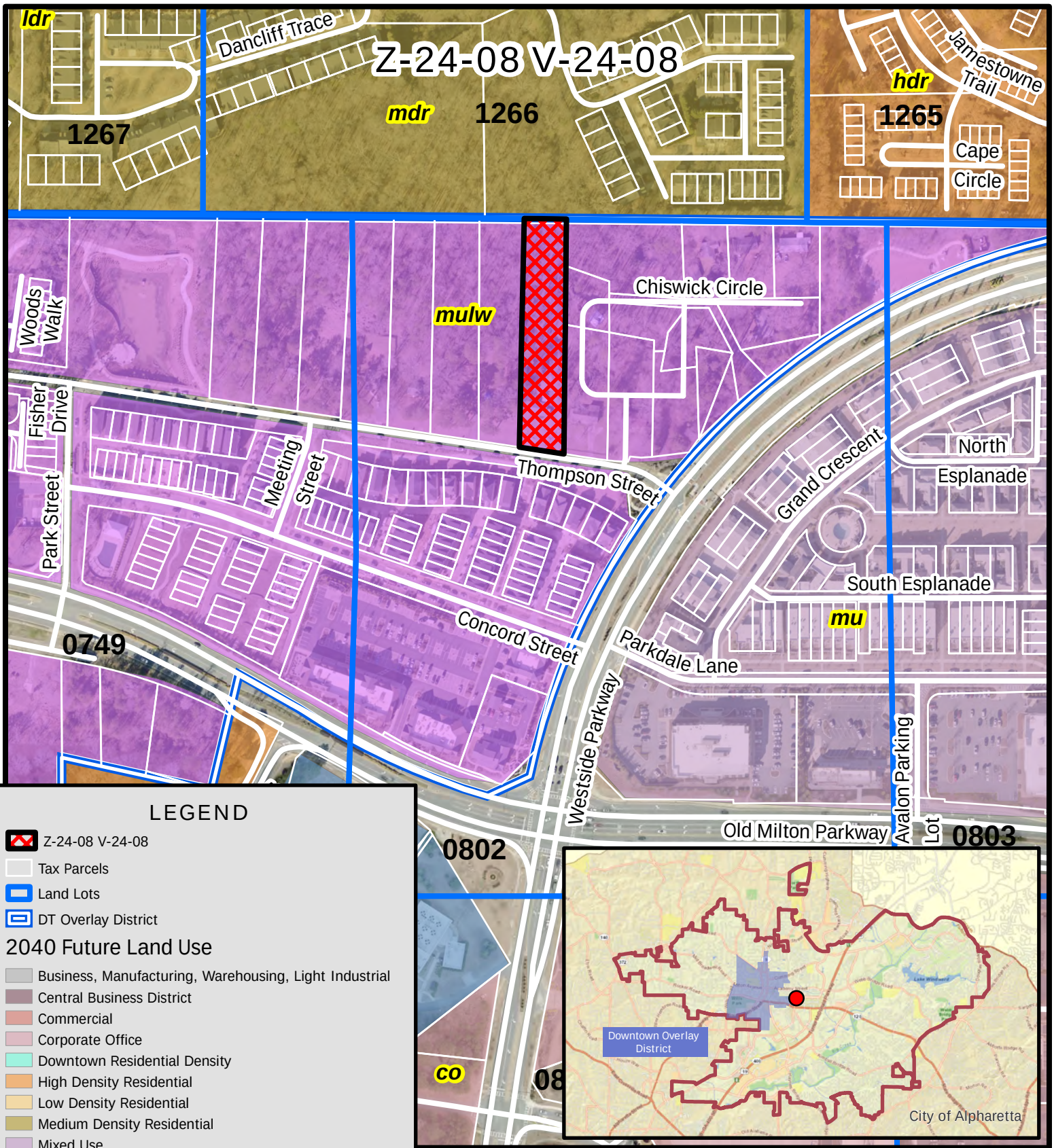


Z-24-08 V-24-08

D/LL: 1/2/802

PC: 4/11/24

CC: 4/29/24



LEGEND

Z-24-08 V-24-08

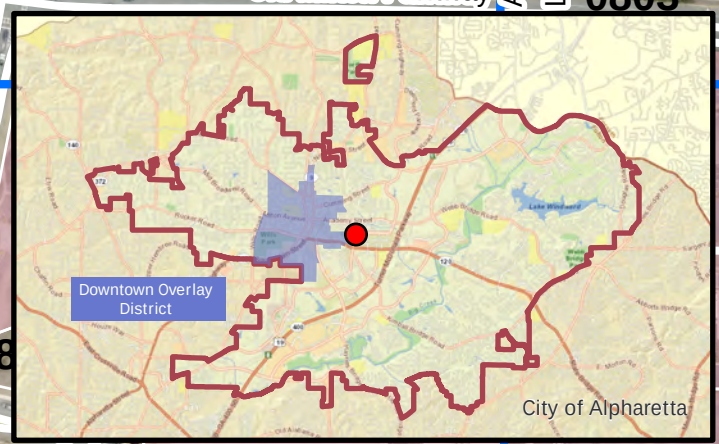
Tax Parcels

Land Lots

DT Overlay District

2040 Future Land Use

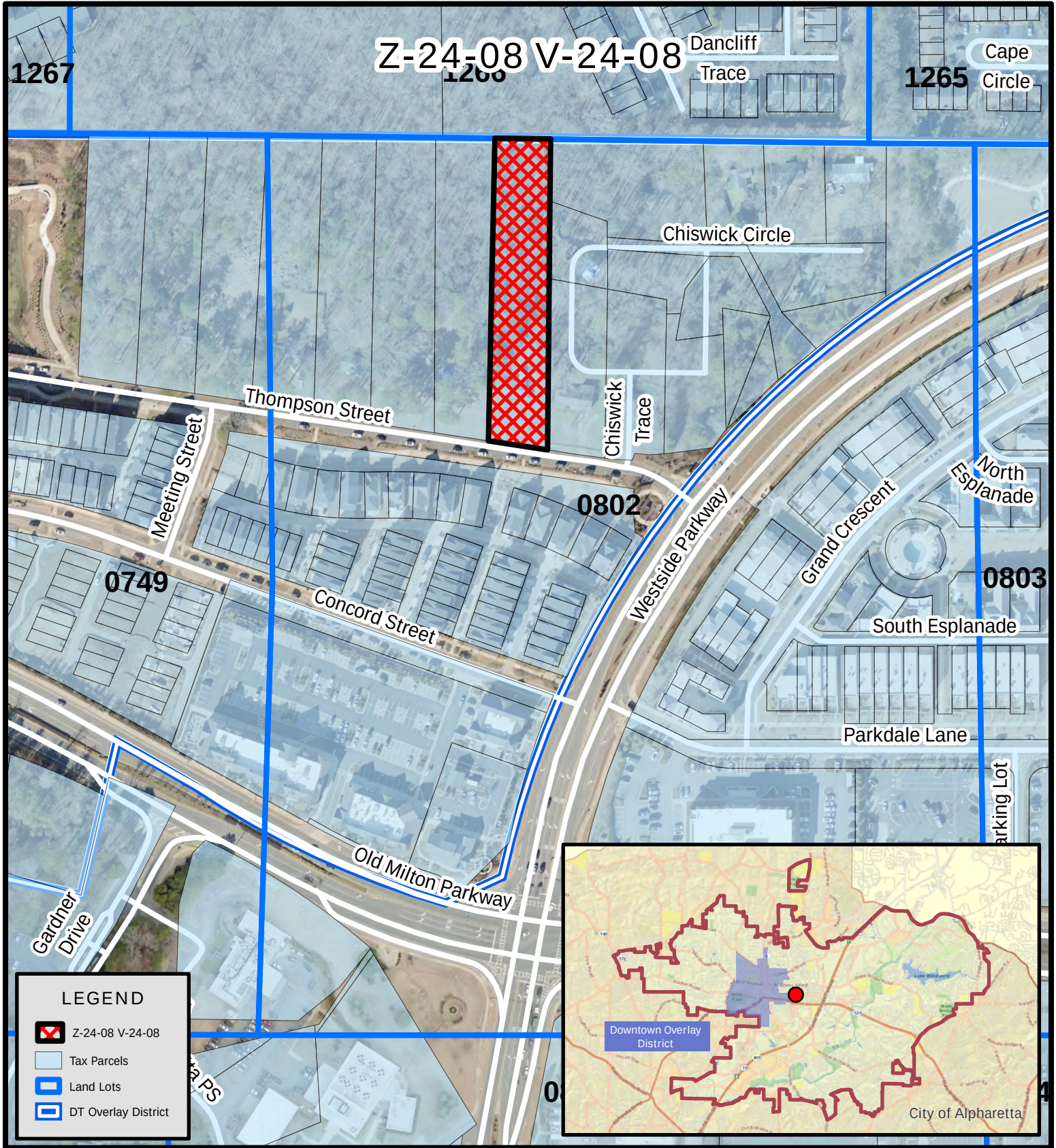
- Business, Manufacturing, Warehousing, Light Industrial
- Central Business District
- Commercial
- Corporate Office
- Downtown Residential Density
- High Density Residential
- Low Density Residential
- Medium Density Residential
- Mixed Use
- Mixed Use Live Work
- Parks, Recreation, Open Space
- Professional Business Office
- Public, Institutional, Education
- Residential Estate
- Very Low Density Residential



Z-24-08 V-24-08
 D/LL: 1/2/802
 PC: 4/11/24
 CC: 4/29/24



Future Land Use Map
 306 Thompson Street



Z-24-08 V-24-08

D/LL: 1/2/802

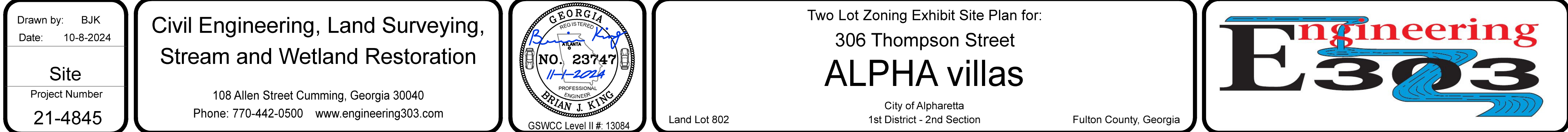
PC: 4/11/24

CC: 4/29/24



Location Map
306 Thompson Street

Location Map Provided by:
Community Development - GIS
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Area this Tract:

1.148 Ac. (50,002 S.F.)

Engineering303, LLC

Owner / Developer

Galal Farhat
203 N. Esplanade
Alpharetta, Ga 30009

Lot 1: 26,002 Sq. Ft.
Lot 2: 24,000 Sq. Ft.

Thompson Street streetscape shall be improved generally as follows: 30' half width right-of-way to incorporate 8' sidewalk (concrete with brick paver banding), 8' planter, 10' travel lane and decorative pedestrian lighting.

Developer shall make efforts to save trees within the 5' landscape strips along the east and west property lines, as approved by Staff. Developer shall install landscaping substantially as depicted on the landscape plan prepared by Frawley Associates, LLC, dated 5/3/24,

Developer shall preserve the northern 30' on Lot 2 as a tree save area and dedicate a minimum twenty-foot (20') trail easement for the Alpha Loop, with easement dedicated to the City prior to the first CO.

Fences and walls shall be decorative and shall complement exterior materials used on each home, as approved by DRB.

Unfinished wood fences and decks shall not be visible from the public right-of-way.

Per mutual agreement, developer shall install 8' fence with no gate adjacent to Academy Park.

No more than 1 of the residential units shall be permitted to be rented, as recorded in the HOA's declarations and covenants.

Construction Access for both homes shall be from Thompson Steet. There shall be no construction access through the neighboring Chriswick subdivision.

Overhead Powerline along Thompson Street Lot frontage shall be buried within the proposed Right of Way

Stormwater runoff infiltration/detention system shall be designed and installed so that the Post-Development Discharge from the subject property shall not exceed the Pre-Development Discharge for the 1 year through 100-year storm events and with a 10% reduction in existing release rates. The owner shall be required to perform annual stormwater/detention facility inspections that will be submitted to the City and made public for viewing by surrounding property owners.

The Alpha-Loop tie-in alignment between 306 Thompson Street and Chiswick is approximate based on preliminary discussions between Chiswick and the City. Final alignment is subject to minor adjustment and will be coordinated with the City during the design phase of this project.

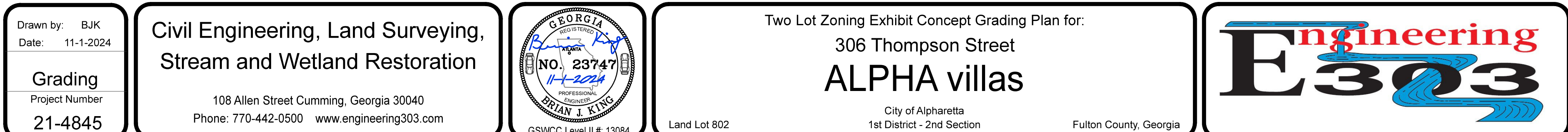
The proposed 8' sidewalk across the property frontage to match the Thompson Street standard (brick with concrete bands).
Planted planter strip to be installed between pavement and sidewalk. See Landscape Plans.

If retaining wall is proposed over 4 feet in revealed height, structural design plans signed, dated and sealed by a Georgia PE is required. A separate building permit will be required.

Walls visible from public right-of-way must have exterior of brick, stacked stone or granite.

Site Information	
Owner:	Galal Farhat
Contact:	Galal (Jay) Farhat
Phone:	770 355 3847
Email:	Jay@bravofenceteam.com
Addresses: 306 Thompson Street	
Current Zoning:	R-12
Overlay District:	Downtown
Future Land Use:	Two Residential Lots
Proposed Use: DT-LW (Downtown Live-Work)	
Building Setbacks (DT-LW):	
Front:	10'
Side:	None, 10' between structures
Rear (No Alley):	3'
Rear (Alley):	10'
District Density:	8 units/acre
Proposed Density:	1.7 units/acre
Proposed Units: 2 Detached Houses	
Lot Standard Requirements:	
Detached Houses	2,500 SF (Min. Lot Size)
Min. Lot Width	25' Width
Proposed Houses:	
Lot 1:	5,871 s.f. (footprint)
Lot 2:	5,700 s.f. (footprint)
Lot Coverage (Buildings): 70% max	
Max. Building Coverage:	10,000 S.F.
Maximum Building Height:	3 stories/40 feet
Required Parking:	2.5 spaces per unit or 5 spaces
Proposed Parking:	8 Indoor + 4 driveway = 12 spaces proposed
Required Amenity Space: 10.00% or 5,000 SF	
Proposed Amenity Space: 13.30% or 6,650 S.F.	

SITE CALCULATIONS		
BUILDING COVERAGE		
Total Original Site Area	50,002 S.F.	
Allowable Building Coverage	35,001 SF (70.0%)	
Proposed Building Coverage	13,242 SF (26.5%)	
IMPERVIOUS AREA	Lot 1	Lot 2
Total Site Area	26,002 SF	24,000 SF
Allowable Impervious	18,201 SF (70%)	16,800 SF (70%)
Proposed Impervious		
Proposed Building (Heated) Coverage	5,871 SF	5,146 SF
Proposed Covered Porch/Cabana	1,526 SF	554 SF
Proposed Pool and Deck	2,217 SF	616 SF
Total Proposed Impervious	9,614 SF (37.0%)	6,316 SF (26.3%)
Proposed Drive & S/W (Pervious Pavers)	2,859 SF	2,260 SF
Proposed Misc. Impervious (S/W, Walls etc.)	623 SF	459 SF
Total Lot Coverage	13,096 SF (50.4%)	9,035 SF (37.7%)



1.148 Ac. (50,002 S.F.)

Engineering303, LLC

Owner / Developer

Lot 1: 26,002 Sq. Ft.
Lot 2: 24,000 Sq. Ft.

Stormwater runoff infiltration/detention system shall be designed and installed so that the Post-Development Discharge from the subject property shall not exceed the Pre-Development Discharge for the 1 year through 100-year storm events and with a 10% reduction in existing release rates. The owner shall be required to perform annual stormwater/detention facility inspections that will be submitted to the City and made public for viewing by surrounding property owners.

If retaining wall is proposed over 4 feet in revealed height, structural design plans signed, dated and sealed by a Georgia PE is required. A separate building permit will be required. Walls visible from public right-of-way must have exterior of brick, stacked stone or granite.

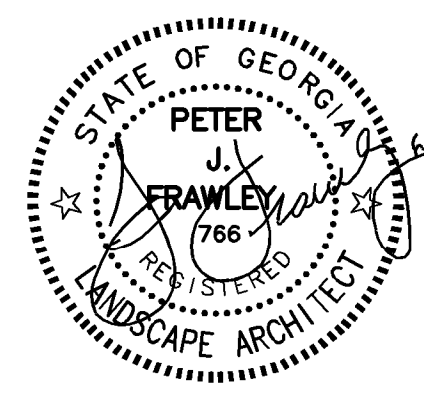
Required Amenity Space: 10.00% or 5,000 SF
Proposed Amenity Space: 13.30% or 6,650 S.F.

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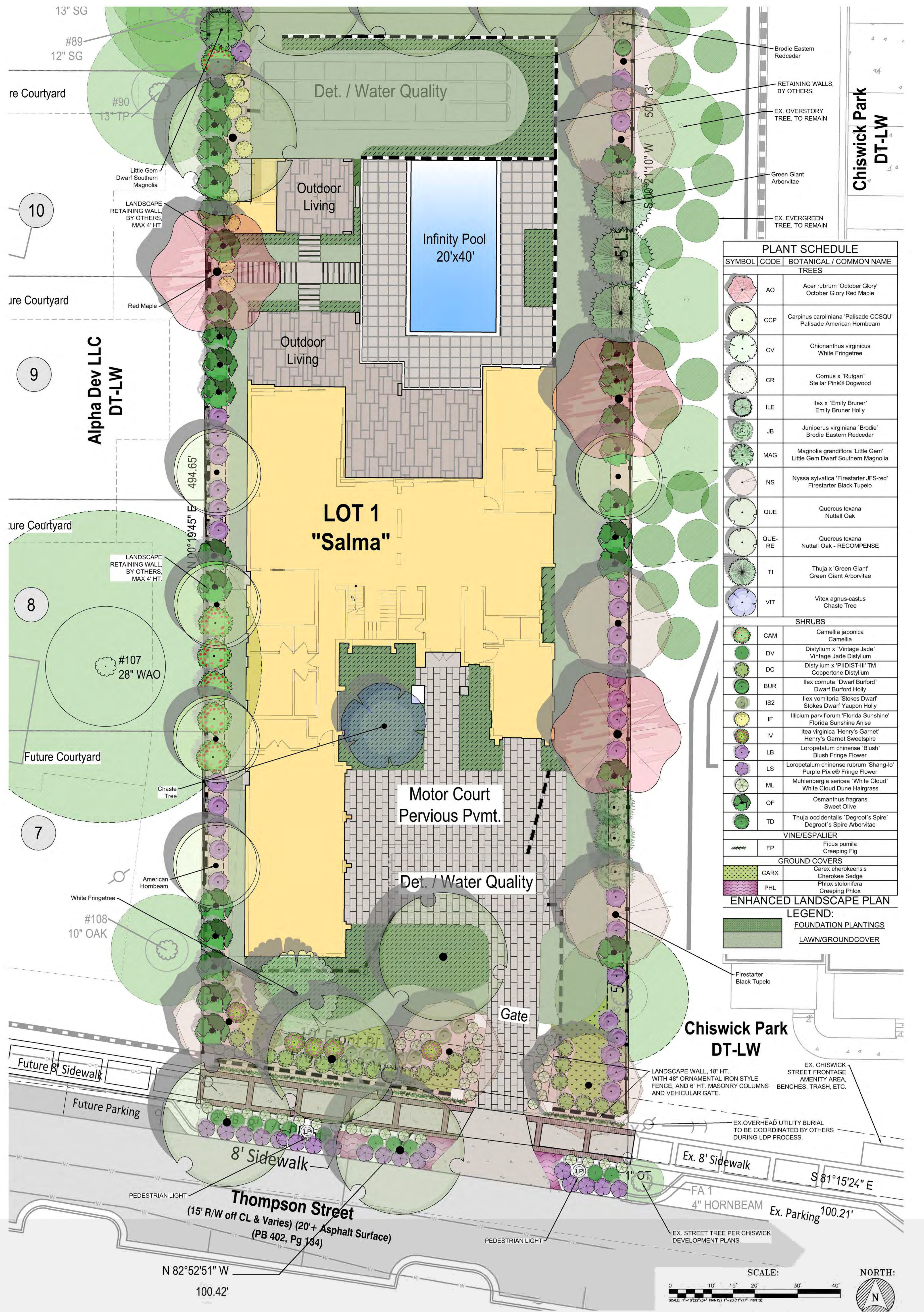


RESIDENTIAL LANDSCAPE ZONING CONCEPT
ALPHA VILLAS

FRAWLEY
ASSOCIATES, LLC.
LANDSCAPE ARCHITECTS
675 SEMINOLE AVE (SUITE 101)
ATLANTA, GA 30307 (404) 874-5091



REVISIONS:			
DATE	#	DATE	#



PLANT SCHEDULE		
SYMBOL	CODE	BOTANICAL / COMMON NAME
TREES		
	AO	Acer rubrum 'October Glory' October Glory Red Maple
	CCP	Carpinus caroliniana 'Palisade CCSQU' Palisade American Hornbeam
	CV	Chionanthus virginicus White Fringetree
	CR	Cornus x 'Rutgan' Stellar Pink® Dogwood
	ILE	Ilex x 'Emily Bruner' Emily Bruner Holly
	JB	Juniperus virginiana 'Brodie' Brodie Eastern Redcedar
	MAG	Magnolia grandiflora 'Little Gem' Little Gem Dwarf Southern Magnolia
	NS	Nyssa sylvatica 'Firestarter JFS-red' Firestarter Black Tupelo
	QUE	Quercus texana Nuttall Oak
	QUE-RE	Quercus texana Nuttall Oak - RECOMPENSE
	TI	Thuja x 'Green Giant' Green Giant Arborvitae
	VIT	Vitex agnus-castus Chaste Tree
SHRUBS		
	CAM	Camellia japonica Camellia
	DV	Distylium x 'Vintage Jade' Vintage Jade Distylium
	DC	Distylium x 'PIIDIST-III' TM Coppertone Distylium
	BUR	Ilex cornuta 'Dwarf Burford' Dwarf Burford Holly
	IS2	Ilex vomitoria 'Stokes Dwarf' Stokes Dwarf Yaupon Holly
	IF	Illicium parviflorum 'Florida Sunshine' Florida Sunshine Anise
	IV	Itea virginica 'Henry's Garnet' Henry's Garnet Sweetspire
	LB	Loropetalum chinense 'Blush' Blush Fringe Flower
	LS	Loropetalum chinense rubrum 'Shang-lo' Purple Pixie® Fringe Flower
	ML	Muhlenbergia sericea 'White Cloud' White Cloud Dune Hairgrass
	OF	Osmanthus fragrans Sweet Olive
	TD	Thuja occidentalis 'Degroot's Spire' Degroot's Spire Arborvitae
VINE/ESPALIER		
	FP	Ficus pumila Creeping Fig
GROUND COVERS		
	CARX	Carex cherokeensis Cherokee Sedge
	PHL	Phlox stolonifera Creeping Phlox

ENHANCED LANDSCAPE PLAN	
LEGEND:	
	FOUNDATION PLANTINGS
	LAWN/GROUND COVER

SCALE: AS SHOWN

DATE: 11/14/2024

PROJECT: FA-23022

LOT 1 CONCEPT

SHEET L-2

SHEET 2 OF 9

RESIDENTIAL LANDSCAPE ZONING CONCEPT

ALPHA VILLAS

306 THOMPSON STREET

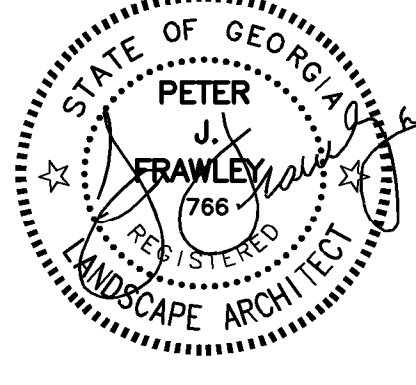
ALPHARETTA, GEORGIA

FRAWLEY ASSOCIATES, LLC.

LANDSCAPE ARCHITECTS

675 SEMINOLE AVE (SUITE 101)

ATLANTA, GA 30307 (404) 874-5091



REVISIONS:			
DATE	#	DATE	#

NORTH:

REVISIONS:			
DATE	#	DATE	#

LANDSCAPE AND SITE CALCULATIONS:
SITE DATA
CURRENT ZONING: R-12, DOWNTOWN OVERLAY
PROPOSED ZONING: DT-LW, DOWNTOWN OVERLAY
ADJACENT ZONING, LAND USE:
NORTH: R-4A, RESIDENTIAL
EAST: DT-LW
SOUTH: THOMPSON STREET
WEST: DT-LW

SPECIMEN TREES (SEE TREE PROTECTION PLAN FOR DATA TABLES):
RECOMPENSE:
4 TOTAL SPECIMEN TREES (122 INCHES) TO BE REMOVED.
- 3 ON-SITE SPECIMEN TREES TO BE REMOVED (92 INCHES)
92 x 3 = 276 RECOMPENSE INCHES = 69, 4" CAL. TREES
276 RECOMPENSE INCHES PROPOSED (COMPLIES)

- 1 OFF-SITE SPECIMEN TREE TO BE REMOVED (30 INCHES)
30 x 3 = 90 RECOMPENSE INCHES = 23, 4" CAL. TREES
REPLANTING AND/OR TREE FUND PAYMENT VIA FUTURE BOUNDARY AGREEMENT.

TREE SAVE AREA, DENSITY CREDIT (EDF):
SPECIMEN DENSITY CREDIT:
2 SPECIMEN TREES (59 INCHES) TO BE PROTECTED.
DENSITY CREDIT: 59 INCHES x 2 = 118 INCHES

NON-SPECIMEN:
3 PROTECTED NON-SPECIMEN TREES FOR 39 INCHES TOTAL.

TOTAL EDF: 157 DENSITY INCHES

SITE DENSITY
OVERALL SITE AREA= 1,148 ac - 0.046 ac (utility easement) = 1,102 ac
SDF = 1,102 ac X 130 CALIPER INCHES = 143.26 INCHES
RDF = 143.26 - 157 = -13.74 INCHES REQUIRED FOR DENSITY

10' LANDSCAPE STRIP, THOMPSON STREET:
OVERSTORY SHADE TREES, 4" CAL., PLANTED/SPACED APPROPRIATELY PER MATURE CANOPY; IF SPACING IS GREATER THAN 20', LOCATE AN UNDERSTORY TREE IN-BETWEEN.

5' LANDSCAPE STRIPS:
1, 4" CAL., SHADE TREE PER 50 LF, SHRUBS WITHIN LANDSCAPE STRIP TO BE MIN. 2' HT. AT TIME OF PLANTING.

NORTH: 99.93/50= 2 SHADE TREES
- COMPLIES WITH 2 PROTECTED TREES AND 1 PROPOSED SHADE TREE

EAST: 436 LF (EXCLUDING 20' SSE)/50 = 8.7 OR 9 SHADE TREES
- COMPLIES WITH 1 SAVED TREE AND 12 PROPOSED SHADE TREES

WEST: 423.2 (EXCLUD. 20' SSE)/50 = 8.5 OR 9 SHADE TREES
- COMPLIES WITH 10 PROPOSED SHADE TREES

CITY OF ALPHARETTA LANDSCAPE NOTES

THE CITY ARBORIST MUST INSPECT THE SITE BEFORE INSTALLATION OF EROSION CONTROL MEASURES. LAND DISTURBANCE WITHOUT A SITE INSPECTION AND APPROVAL BY THE CITY ARBORIST WILL RESULT IN A "STOP-WORK ORDER" AND FINES.

IF TREE SURVEY INACCURACIES ARE FOUND ON-SITE, A STOP WORK ORDER WILL BE ISSUED UNTIL REVISED PLANS ARE APPROVED AND PROCESSED BASED ON ACCURATE INFORMATION.

DESIGN LANDSCAPE ARCHITECT OR PROJECT ARBORIST WILL INSPECT, VERIFY AND APPROVE THE LANDSCAPE HAS BEEN PLANTED PER THE APPROVED PLANS AND CITY STANDARDS PRIOR TO CONTACTING THE CITY ARBORIST FOR A CO INSPECTION.

TREES AGREED UPON TO BE SAVED ARE THE RESPONSIBILITY OF THE OWNER.

A 4" LAYER OF MULCH WILL BE REQUIRED FOR THE CRZ (CRITICAL ROOT ZONE) OF SPECIMEN TREES, TREES OF QUALITY, AND TREE GROUPINGS. MULCH MUST BE APPLIED TO TREES PRIOR TO START OF CONSTRUCTION AND SHALL NOT TOUCH THE TRUNKS OF THE TREE(S).

A MIN. 2" LAYER OF MULCH WILL BE REQUIRED FOR ALL EXISTING, NON-SPECIMEN, LANDSCAPE TREES, INCLUDING STREET AND PARKING LOT TREES. MULCH MUST BE APPLIED PRIOR TO START OF CONSTRUCTION. MULCH SHALL NOT TOUCH THE TRUNKS OF THE TREE(S).

ALL MULCH MUST BE ORGANIC MULCH CONSISTING OF WOOD CHIPS, SHREDDED BARK, PINE NEEDLES, OR SIMILAR. SYNTHETIC MULCH OR ROCKS ARE NOT APPROVED FOR USE IN THE CITY OF ALPHARETTA.

ALL NEWLY PLANTED TREES SHALL HAVE VISIBLE ROOT FLARES AT FINISHED GRADE. NO CIRCLING ROOTS SHALL BE ALLOWED ON PLANTED TREES. THE UPPER TWO RINGS OF THE WIRE BASKET, ALL BURLAP, AND STRAPPING MUST BE CUT AND REMOVED PRIOR TO BACKFILL.

PLANT SIZES (CALIPER AND HEIGHT) MUST MATCH THE SIZES SHOWN ON THE PLANS. PLANTS THAT DO NOT MEET THESE MINIMUMS WILL NOT BE ACCEPTED. E.G. 3 INCH CALIPER TREES MUST BE 3 INCHES OR LARGER. PLANT HEIGHT MEASUREMENT IS TAKEN AT THE TOP OF THE MAIN BODY OF THE PLANT AND NOT AT THE TIP OF THE TOPMOST GROWTH.

ALL NEWLY PLANTED TREES SHALL BE EQUIVALENT IN QUALITY TO FLORIDA #1 GRADE OR BETTER. ALL TREES OF LESSER QUALITY SHALL BE REJECTED BY THE CITY ARBORIST.

WATERING BAGS OR A DRIP IRRIGATION SYSTEM MUST BE PROVIDED FOR ALL TREES IMMEDIATELY AFTER PLANTING AND REMAIN THROUGH ESTABLISHMENT.

WHEN WATERING BAGS ARE USED MANUFACTURERS RECOMMENDATIONS MUST BE FOLLOWED FOR PROPER SIZING AND WATERING SCHEDULES. BAGS WILL BE FILLED WEEKLY BY OWNER AND DURING DROUGHTS FOR A MINIMUM OF 18 MONTHS AFTER INSTALLATION.

NO TRENCHING ALLOWED IN TREE SAVE AREAS INCLUDING IRRIGATION.

TREE PIT DRAINAGE TESTING IS REQUIRED WHEN TREES ARE PLANTED IN PARKING LOT ISLANDS, SIDEWALK TREE PITS, ROADWAY MEDIAN, OR SIMILAR LOCATIONS. PLEASE REFER TO CITY DETAILS REGARDING PLANTING PIT OR LANDSCAPE ISLAND CONSTRUCTION. FILL EACH PIT WITH WATER. IF PERCOLATION IS LESS THAN 100% WITHIN A PERIOD OF 12 HOURS, USE AN AUGER TO DRILL A 10" INCH HOLE TO A DEPTH OF FOUR FEET BELOW THE BOTTOM OF THE PIT. FILL HOLE WITH DRAINAGE GRAVEL AND COVER WITH A SOIL SEPARATOR. RETEST PIT. IF DRAINAGE IS STILL UNSATISFACTORY, CITY ARBORIST AND PROJECT ARBORIST MUST BE NOTIFIED IN WRITING OF THE LOCATIONS WITH POOR DRAINAGE TO PROVIDE A SOLUTION BEFORE PLANTING. TESTING RESULTS MUST BE PROVIDED TO THE CITY ARBORIST.

ALL BUFFERS SHALL BE REPLANTED WHERE SPARSE AND CODE REQUIRED SCREENING SHALL BE INSTALLED IN ORDER TO CREATE A YEAR ROUND OPAQUE SCREEN WITH 2 YEARS OF CONSTRUCTION OR AS DIRECTED BY THE CITY OF ALPHARETTA. DURING CONSTRUCTION OR AT THE TIME OF CO THE CITY MAY REQUIRE ADDITIONAL PLANTINGS TO MEET THESE REQUIREMENTS ABOVE WHAT IS SHOWN ON THE APPROVED LANDSCAPE PLAN.

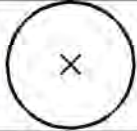
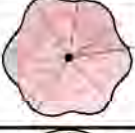
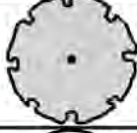
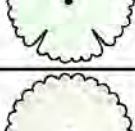
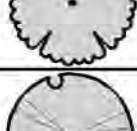
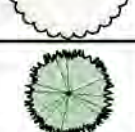
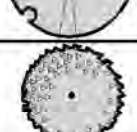
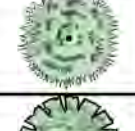
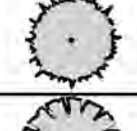
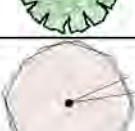
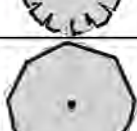
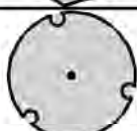
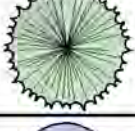
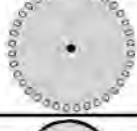
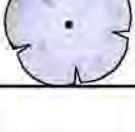
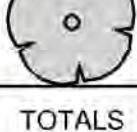
ALL TREE ANCHORING DEVICES SHALL BE REMOVED FROM TREE AFTER ONE COMPLETE GROWING SEASON OR ONE YEAR AFTER PLANTING, WHICHEVER IS GREATER.

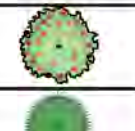
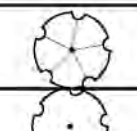
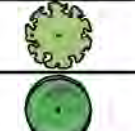
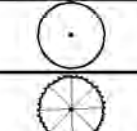
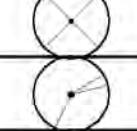
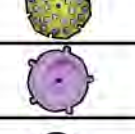
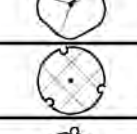
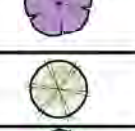
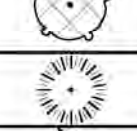
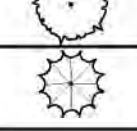
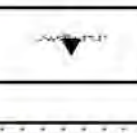
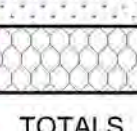
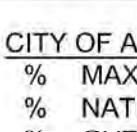
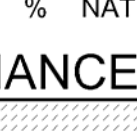
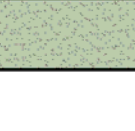
PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE CARE AND MAINTENANCE OF THE TREES AND LANDSCAPING THAT FRONT THEIR PROPERTY WITHIN THE ROW.

LANDSCAPE CONTRACTORS ARE REQUIRED TO ATTEND THE CITY OF ALPHARETTA PRE-CONSTRUCTION CLASS PRIOR TO BEGINNING WORK ON ANY PROJECT. PLEASE CALL (678)297-6070 FOR INFORMATION AND TO RESERVE A SPOT.

NO TREES SHALL BE PLANTED ON ANY AREA OF AN EARTHEN DAM OR EMBANKMENT.

A CITY OF ALPHARETTA APPROVED ROOT BARRIER WILL BE REQUIRED FOR ANY TREE LOCATED WITHIN 10' OF PAVEMENT. CONTRACTOR SHALL VERIFY WITH CITY ARBORIST.

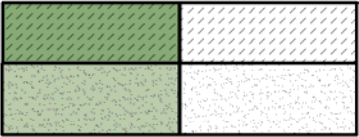
OVERALL TREE SCHEDULE										
SYMBOL	SYMBOL	CODE	BOTANICAL / COMMON NAME	MIN. SIZE AT PLANT-ING	QTY	DENSITY INCHES	RECOMPENSE INCHES	% OVERSTORY	% NATIVE	% GENUS
TREES										
		QUE	Quercus texana Nuttall Oak	6" Cal.	2	12		2	12	12.68
RECOMPENSE TREES										
		AO	Acer rubrum 'October Glory' October Glory Red Maple	4" Cal.	6		24	6	6	8.45
		CCP	Carpinus caroliniana 'Palisade CCSQU' Palisade American Hornbeam	4" Cal.	13		52	13	13	18.31
		CV	Chionanthus virginicus White Fringetree	4" Cal.	2		8		2	2.82
		CR	Cornus x 'Rutgan' Stellar Pink® Dogwood	4" Cal.	4		16			5.63
		ILE	Ilex x 'Emily Bruner' Emily Bruner Holly	13'-14' HT.	10		40			14.08
		JB	Juniperus virginiana 'Brodie' Brodie Eastern Redcedar	13'-14' HT.	6		24		6	8.45
		MAG	Magnolia grandiflora 'Little Gem' Little Gem Dwarf Southern Magnolia	13'-14' HT.	5		20		5	7.04
		NS	Nyssa sylvatica 'Firestarter JFS-red' Firestarter Black Tupelo	4" Cal.	9		36	9	9	12.68
		QUE-RE	Quercus texana Nuttall Oak - RECOMPENSE	4" Cal.	7		28	7	7	QUE 12.68%
		TI	Thuja x 'Green Giant' Green Giant Arborvitae	13'-14' HT.	5		20			7.04
		VIT	Vitex agnus-castus Chaste Tree	4" Cal.	2		8			2.82
TOTALS					71	12	276	37	60	
								52.11%	84.51%	100.00%
								MAX % GENUS	CARPINUS	18.31%

PLANT SCHEDULE - OVERALL CONCEPT							
SYMBOL	SYMBOL	CODE	BOTANICAL / COMMON NAME	MIN. SIZE AT PLANT-ING	SPACING	QTY	NATIVE
SHRUBS							
		CAM	Camellia japonica Camellia	7 gal.		17	
		DV	Distylium x 'Vintage Jade' Vintage Jade Distylium	3 gal.		11	
		DC	Distylium x 'PIIDIST-III' TM Coppertone Distylium	2' Ht.		25	
		BUR	Ilex cornuta 'Dwarf Burford' Dwarf Burford Holly	2' Ht.		29	
		IS2	Ilex vomitoria 'Stokes Dwarf' Stokes Dwarf Yaupon Holly	2' Ht.		15	15
		IF	Illicium parviflorum 'Florida Sunshine' Florida Sunshine Anise	2' Ht.		33	33
		IV	Itea virginica 'Henry's Garnet' Henry's Garnet Sweetspire	2' Ht.		5	5
		LB	Loropetalum chinense 'Blush' Blush Fringe Flower	3' Ht.		41	
		LS	Loropetalum chinense rubrum 'Shang-lo' Purple Pixie® Fringe Flower	3 gal.		18	
		ML	Muhlenbergia sericea 'White Cloud' White Cloud Dune Hairgrass	2' Ht.		44	44
		OF	Osmanthus fragrans Sweet Olive	4' Ht.		35	
		TD	Thuja occidentalis 'Degroot's Spire' Degroot's Spire Arborvitae	4' Ht.		5	
VINE/ESPA LIER							
		FP	Ficus pumila Creeping Fig	1 gal.		15	
GROUND COVERS							
		CARX	Carex cherokeensis Cherokee Sedge	4"	12" o.c.	323	323
		PHL	Phlox stolonifera Creeping Phlox	4"	12" o.c.	97	97
TOTALS						713	517

CITY OF ALPHARETTA PLANT CALCULATIONS:

% MAX GENUS ALLOWED:	25%	PROPOSED MAX GENUS:	18.31%, CARPINUS
% NATIVE TREES:	50%	PROPOSED NATIVE TREES:	84.51%
% OVERSTORY TREES:	40%	PROPOSED OVERSTORY TREES:	52.11%
% NATIVE LANDSCAPING:	40%	PROPOSED NATIVE PLANTING	73.60% (577 OF 784)

ENHANCED LANDSCAPE PLAN LEGEND:



FOUNDATION PLANTINGS

LAWN/GROUND COVER

SCALE: AS SHOWN

DATE: 11/14/2024

PROJECT: FA-23022

PLANTING SCHEDULES AND CALCS

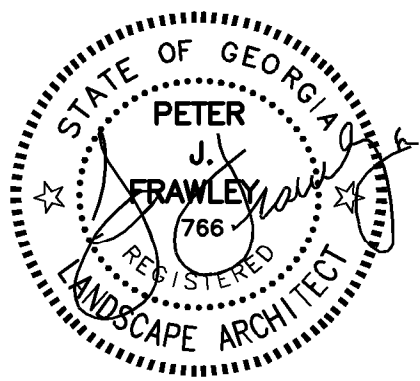
SHEET L-4
SHEET 4 OF 9

RESIDENTIAL LANDSCAPE ZONING CONCEPT
ALPHA VILLAS

306 THOMPSON STREET
ALPHARETTA, GEORGIA

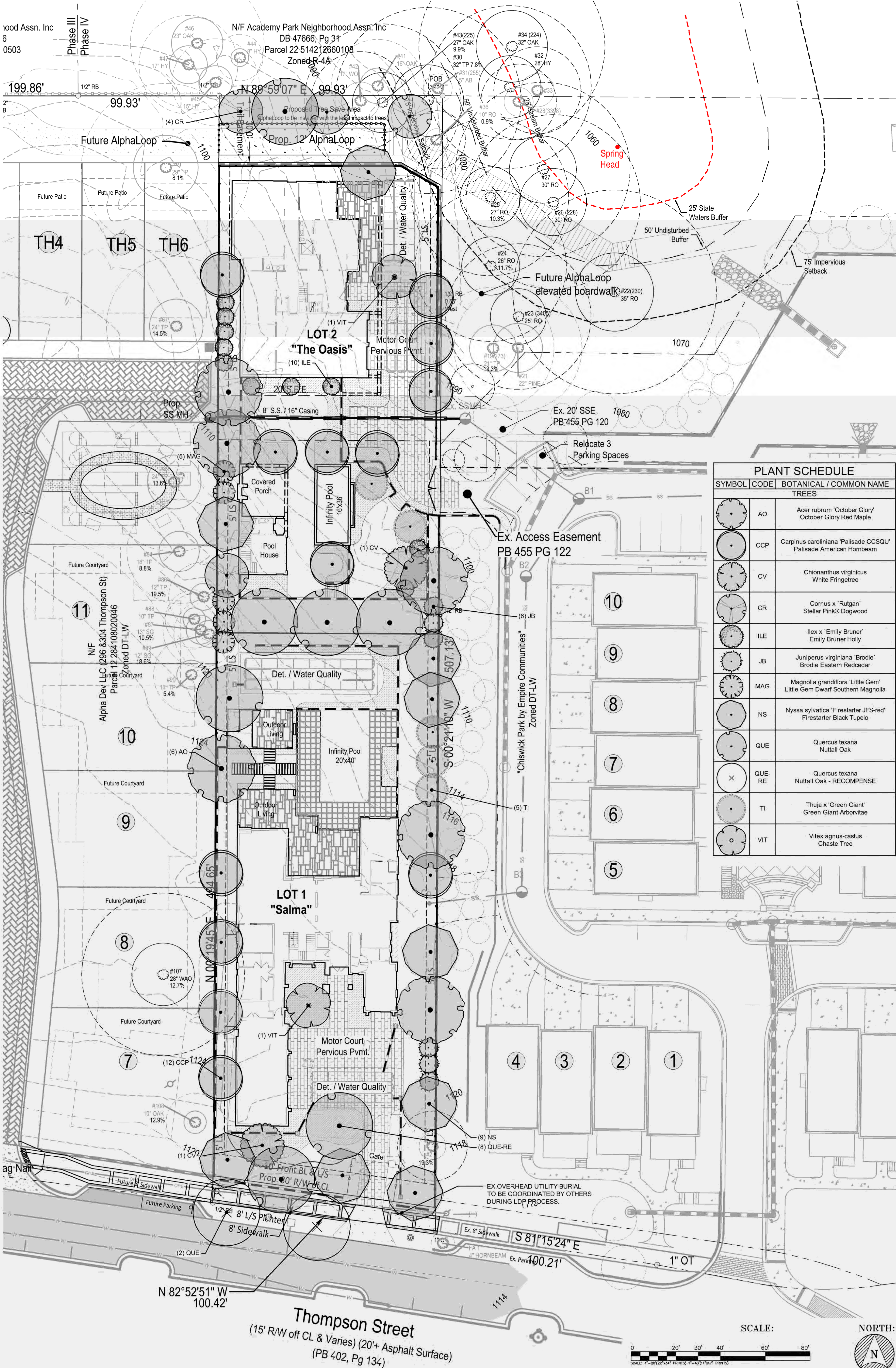
F R A W L E Y
ASSOCIATES, LLC.

LANDSCAPE ARCHITECTS
675 SEMINOLE AVE (SUITE 101)
ATLANTA, GA 30307 (404) 874-5091



REVISIONS:

DATE	#	DATE	#



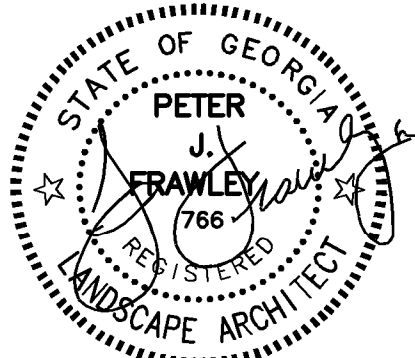
PLANT SCHEDULE		
SYMBOL	CODE	BOTANICAL / COMMON NAME
TREES		
	AO	Acer rubrum 'October Glory' October Glory Red Maple
	CCP	Carpinus caroliniana 'Palisade CCSQU' Palisade American Hornbeam
	CV	Chionanthus virginicus White Fringetree
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	MAG	Magnolia grandiflora 'Little Gem' Little Gem Dwarf Southern Magnolia
	NS	Nyssa sylvatica 'Firestarter JFS-red' Firestarter Black Tupelo
	QUE	Quercus texana Nuttall Oak
	QUE-RE	Quercus texana Nuttall Oak - RECOMPENSE
	TI	Thuja x 'Green Giant' Green Giant Arborvitae
	VIT	Vitex agnus-castus Chaste Tree

SCALE: AS SHOWN

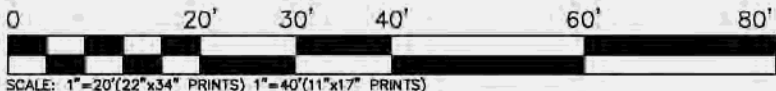
DATE: 11/14/2024
PROJECT: FA-23022
OVERALL TREE REPLACEMENT
SHEET L-5
SHEET 5 OF 9

RESIDENTIAL LANDSCAPE ZONING CONCEPT
ALPHA VILLAS
306 THOMPSON STREET
ALPHARETTA, GEORGIA

FRAWLEY ASSOCIATES, LLC.
LANDSCAPE ARCHITECTS
675 SEMINOLE AVE (SUITE 101)
ATLANTA, GA 30307 (404) 874-5091



SCALE:



NORTH:



REVISIONS:

DATE	#	DATE	#

Exhibit A - Renderings



Front Home

Exhibit A - Renderings



Rear Home

Community Zoning Information Meeting (CZIM)

May 8, 2024

Please sign-in and leave your comments and/or concerns.

Z-24-08/V-24-08 / 306 Thompson Street

NAME	ADDRESS	COMMENTS
Bob Dorsky	11790 Dancliff ACADAMY PARK	opposed to variance to build 2 homes, opposed to Alpha loop & tree removal.
Teresa & Mitch Copman	11750 Dancliff Tree Academy Park	want the Alpha loop to be built with minimum impact to trees
Lars + Sasha Holmquist	319 Concord St Foundry	Love the changes! The Alpha Loop is a vital community amenity. Walked here today on the Alpha Loop. The Developer accommodated the extension as planned by the City. This plan now works. Strong support.
Andrea DeLuca	400 Banbury	The loop needs to continue -
Richard DeLuca	400 Banbury XING	Continue the loop three waters to the Park. per posted Master plan
Charleen Thompson	1800 Millstone CRT	Alpha Loop is fantastic - would rather have one large, beautiful home than many small homes -

Community Zoning Information Meeting (CZIM)

May 8, 2024

Please sign-in and leave your comments and/or concerns.

Z-24-08/V-24-08 / 306 Thompson Street

NAME	ADDRESS	COMMENTS
KIM JAGER	2505 MILFORD LANE	OPPOSED TO THE LOOP IN THIS AREA - due to negative impact it will cause our community Academy Park
Sharon Cain	12564 Wexcroft Lane Alpharetta, GA	OPPOSED TO LOOP going in between Thompson St and Chriswick. Loss of tree cover, more erosion on creek will be the net result. Also-a waste of tax payer dollars.
TODD CAIN	12564 WEXCROFT LANE ALPHARETTA, GA	OPPOSED TO THOMPSON ST ALPHARETTA LOOP EXTENSION
Ed Pate	2421 Loxford Lane Alpharetta GA	Opposed to Alpha Loop extension - Concerned w/ Loss of Trees
Michael & Leslie Webb	12050 Dandloff Trace	Here to learn the options
Rita Breier Russell Breier	11720 Dandloff Trace	Opposed to Alpha Loop ^{extension} and 2 houses - No trees to be cut down

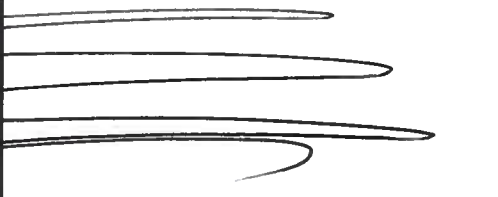
A tree fell on our house. Any trees cut down puts Academy Park at risk

Community Zoning Information Meeting (CZIM)

May 8, 2024

Please sign-in and leave your comments and/or concerns.

Z-24-08/V-24-08 / 306 Thompson Street

NAME	ADDRESS	COMMENTS
Jon & Marian Cunningham	2595 Milford Lane	Interested in protecting the trees in our nature area. a big buffer of trees ie 30-50 ft
MARK ROBERTSON	2420 LOXFORD LN Alpharetta	WOULD LIKE MINIMIZE TREE DAMAGE & MAXIMIZE STORMWATER TMT.
Stephen Weirbach	11780 Dancliff Trace Alpharetta	Opposed to additional tree loss to construct the Alpha Loop as it negatively impacts Academy Park trees & property.
Glenn Good	12275 Dancliff Trace	Our community is ^{extension} strongly apposed to the Alpha Loop. We will be at the Planning Comm.
		next month and are happy to discuss in advance. We also are requesting detention ponds exceed minimum requirements, and that annual
		inspections be part of their covenants. Per previous discussions with the owner, they have agreed to install fencing, and we would ask that remain. Thank you.

Community Zoning Information Meeting (CZIM)

May 8, 2024

Please sign-in and leave your comments and/or concerns.

Z-24-08/V-24-08 / 306 Thompson Street

NAME	ADDRESS	COMMENTS
Karen Richard	11680 Danville	too many trees removed arch't. variance request is not supported by any hardships

Name

Address

Comments

Diane & Nick
GRECCO

310 Barbours King

Love the loop as SHOWN FOR ALL OF
ALPHARETTA TO ENJOY.

Issue Z-24-08/-V-24-08

Community Zoning Information Meeting (CZIM)

Please sign-in and leave your comments and/or concerns.



March 13, 2024

~~PH-24-06 / Dr. J.L. Morris / 116 North Main Street Historic Designation~~ 306 Thompson Street

NAME	ADDRESS	COMMENTS
Kate Bogart	360 Banbury Xing	We attended this session to specifically disagree w/ the Alpha Loop "dead-ending" behind 306. BAD idea
Steve Bogart	" " "	
Nick & Diane Grecco	310 Banbury Xing	We wish the Alpha Loop to continue on the back of the property & connect to the Athletic park on Westside Pky.
Heidi Huldonschetter	300 Banbury Xing	Would love for the Alpha Loop to continue and not dead-ending to go to the exercise path.
Andrea & Rick DeFuer	400 Banbury Xing	We purchased our home on the Loop and paid a premium at the time. Midway as a whole not
Gail LaFleche	395 Banbury Xing	The loop needs to remain intact with no dead end. ^{be in favor}
		Expect Significant opposition if the plan is to dead end the loop and not go the other way. Street option of loop is not an acceptable alternative

Mars + Angele Holmquist

319 Concord St

Like the two home format for this property but The Alpha Loop is a critical town amenity. It needs to be accommodated.

CITIZEN PARTICIPATION FORM - PART B

This form must be completed and submitted to the City of Alpharetta Community Development Department a minimum of twenty (20) working days prior to the scheduled Public Hearing. Failure to do so will result in cancellation of the scheduled hearing.

Public Hearing or Project Name: Z-24-08/V-24-08 – 306 Thompson Street

Contact Name: Miles Hansford, LLC - J. Ethan Underwood Telephone: 770-781-4100

Please describe comments and concerns provided by any and all individuals contacted as part of the the Citizen Participation Program. If any individuals provided written correspondence, please attach copies of same to this report.

A list of the neighboring property owners to be notified of the scheduled Public Hearing by the Applicant via letter is attached as Exhibit "A". A detailed letter notifying people of the date, time, and location of the Community Zoning Information Meeting (CZIM), the Public Hearing, and the City Council Meeting was sent to adjacent and nearby property owners on April 24, 2024. A copy of the letter is attached as Exhibit "B1". A certificate of mailing is attached as Exhibit "C1". A corrective letter notifying people of the date, time, and location of the Public Hearing and City Council Meeting was sent to adjacent and nearby property owners on May 17, 2024. A copy of the letter is attached as Exhibit "B2". A certificate of mailing is attached as Exhibit "C2".

The Applicant held a meeting with Academy Park Homeowners Association on March 11, 2024. At which, the HOA Board expressed concern regarding erosion, tree removal, and opposition to the AlphaLoop extension. They also requested a fence along the rear boundary to match other fences constructed by the developer. In addition, the Applicant attended the Alpharetta Community Zoning Information Meeting (CZIM) on May 8, 2024. A copy of the comment sheet is attached as Exhibit "D". A summary of issues raised by all adjoining property owners and supporting documents are attached as Exhibit "E".

Method by which these individuals were contacted. Please mark all that apply. *Please provide samples of any and all written communications used to provide notification.*

- | | |
|--|---|
| ☒ Letter | ☐ Personal Visits |
| ☐ Telephone | ☒ Group Meeting |
| ☐ Email | ☒ Other <i>(Please Specify)</i> <u>CZIM</u> |

Attach a list of people who have been notified of this application and provided information describing the subject proposal. Please note that ALL adjoining property owners MUST be notified.

I, the undersigned, as an authorized representative of the applicant and Public Hearing item identified above, do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Citizen Participation Form - Part B and in any and all documents provided in support of this report are true and accurate. I further understand that any false statements provided by representatives of the applicant as part of this report may result in penalties up to and including denial of the subject application.

Signature of Authorized Agent: Ethan Underwood Date: 5/20/24

Print Form

LENKE MARK E & LAURIE L
12110 DNACLIFF TRCE
ALPHARETTA GA 30009

DUNNING MARINA & DUNNING TIMOTHY
11725 DANCLIFF TRC
ALPHARETTA GA 30009

DORSKY ROBERT B JR & DORSKY LYDIA T
11790 DANCLIFF TRC
ALPHARETTA GA 30009

KONKEL JOHN & STUMPE BEATE
12120 DANCLIFF TRCE
ALPHARETTA GA 30009

KROENKE STEVEN J
11735 DANCLIFF TRCE
ALPHARETTA GA 30009-8738

WHITAKER MALAIKA
11800 DANCLIFF TRC
ALPHARETTA GA 30009

GOULD DAVID S
11920 DANCLIFF TRCE
ALPHARETTA GA 30009

FELDER PATRICK W
11745 DANCLIFF TRCE
ALPHARETTA GA 30009

ALDORT HENRY A
11810 DANCLIFF TRCE
ALPHARETTA GA 30009

IRACE HENRY E JR & MARGARET M
11950 DANCLIFF TRCE
ALPHARETTA GA 30009-8737

HARTMAN DAVID P & MARY W
11785 DANCLIFF TRCE
ALPHARETTA GA 30009-8738

MC DONALD VIRGINIA O
11990 DANCLIFF TRC
ALPHARETTA GA 30009

EDWARDS THOMAS J & ALLISON
11960 DANCLIFF TRCE
ALPHARETTA GA 30009-8737

NEWTON TERRY & NEWTON WILLIAM
11795 DANCLIFF TRC
ALPHARETTA GA 30009

ROSNER MARK & JILL B
12000 DANCLIFF TRACE
ALPHARETTA GA 30004

MAGRUDER SAM W JR & CAROLYN J
11970 DANCLIFF TRC
ALPHARETTA GA 30009

REVOCABLE LIVING TRUST OF DIANE MA
CIEIK
11740 DANCLIFF TRCE
ALPHARETTA GA 30009

COONEY ARTHUR COONEY JOAN
12010 DANCLIFF TRCE
ALPHARETTA GA 30009

MILLER DENISE A
11925 DANCLIFF TRCE
ALPHARETTA GA 30009-8740

COPMAN TERESA ANN & COPMAN MITCHEL
L ALAN
11750 DANCLIFF TRC
ALPHARETTA GA 30009-8735

ROBERTON WALL KAREN K & RAINSFORD
JAMES J
12020 DANCLIFF TRC
ALPHARETTA GA 30009

WOLF JEANNE ELIZABETH
11935 DANCLIFF TRC
ALPHARETTA GA 30009

DEWEERD GARY A
11760 DANCLIFF TRCE
ALPHARETTA GA 30009

RICHARD JOHN F & RICHARD KAREN A
11680 DANCLIFF TRC
ALPHARETTA GA 30005

MARTHA STROH REVOCABLE TRUST THE
11945 DANCLIFF TRCE
ALPHARETTA GA 30009

CLELAND DAVID C & CLELAND JOANNE W
11770 DANCLIFF TRC
ALPHARETTA GA 30009

CONTE RICHARD E & ROBERTA J
11690 DANCLIFF TRCE
ALPHARETTA GA 30009

RAY ANGELIA
11715 DANCLIFF TRCE
ALPHARETTA GA 30009

WEIRBACH STEPHEN J & PECK BRENDA J
11780 DANCLIFF TRC
ALPHARETTA GA 30009

SHAW JOHN
11700 DANCLIFF TRCE
ALPHARETTA GA 30009



FOWLER WILLIAM M & FOWLER PAMELA J
11710 DANCLIFF TRC
ALPHARETTA GA 30009

EA HOMES LP
5757 GLENRIDGE DR BLDG/STE D350
ATLANTA GA 30328

EA HOMES LP
5775 GLENRIDGE DR BLDG/STE D350
ATLANTA GA 30328

BREIER RUSSELL & RITA
11720 DANCLIFF TRCE
ALPHARETTA GA 30009

EA HOMES LP
5757 GLENRIDGE DR BLDG/STE D350
ATLANTA GA 30328

EA HOMES LP
5757 GLENRIDGE DR BLDG/STE D350
ATLANTA GA 30328

NORWOOD DARRIN
11830 DANCLIFF TRCE
ALPHARETTA GA 30009

SAHAR INVESTMENTS LLC
8740 RHAPSODY LANE
CUMMING GA 30041

EA HOMES LP
5757 GLENRIDGE DR BLDG/STE D350
ATLANTA GA 30328

HARRISON SCOTT W & HARRISON SARA J
11840 DANCLIFF TRC
ALPHARETTA GA 30009

306 THOMPSON STREET LLC
203 N ESPLANADE
ALPHARETTA GA 30009

EA HOMES LP
5775 GLENRIDGE DR BLDG/STE D350
ATLANTA GA 30328

MOORE CAROLYN MEREDITH
11850 DANCLIFF TRC
ALPHARETTA GA 30009

EA HOMES LP
5757 GLENRIDGE DR BLDG/STE D350
ATLANTA GA 30328

CITY OF ALPHARETTA GEORGIA
2 S MAIN ST
ALPHARETTA GA 30009

RIDLEY DAVID T & PEGGY J
11860 DANCLIFF TRCE
ALPHARETTA GA 30009

EA HOMES LP
5757 GLENRIDGE DR BLDG/STE D350
ATLANTA GA 30328

EA HOMES LP
5775 GLENRIDGE DR BLDG/STE D350
ATLANTA GA 30328

CUBIT III LLC
8740 ISLESWORTH CT
DULUTH GA 30097

EA HOMES LP
5757 GLENRIDGE DR BLDG/STE D350
ATLANTA GA 30328

ACADEMY PARK NEIGHBORHOOD ASSN INC
12102 DANCLIFF TRC
ALPHARETTA GA 30009

SAHAR INVESTMENTS LLC
8740 RHAPSODY LANE
CUMMING GA 30041

PSV LLC
P O BOX 1385
ALPHARETTA GA 30009

ACADEMY PARK NEIGHBORHOOD ASSOC INC
12102 DANCLIFF TRC
ALPHARETTA GA 30009

DRM ESTATE LLC
12570 PINDELL CIR
ALPHARETTA GA 30004

PSV LLC
P O BOX 1385
ALPHARETTA GA 30009

ACADEMY PARK NEIGHBORHOOD ASSOCIAT
ION INC
12102 DANCLIFF TRC
ALPHARETTA GA 30009

EA HOMES LP
5775 GLENRIDGE DR BLDG/STE D350
ATLANTA GA 30328

EA HOMES LP
5775 GLENRIDGE DR BLDG/STE D350
ATLANTA GA 30328

DEVELOPMENT AUTHORITY OF FULTON CO
UNTY
10525 VISTA SORRENTO PKWY STE 110
SAN DIEGO CA 92121

DUVALL FAMILY TRUST THE
128 GRAND CRESCENT
ALPHARETTA GA 30009

REFAI BASEL & KOUDSI NOURA
422 CONCORD ST
ALPHARETTA GA 30009

FANCHER JOE D & FANCHER THERESA B
432 CONCORD ST
ALPHARETTA GA 30009

FRAIL FAMILY LIVING TRUST THE
130 GRAND CRES
ALPHARETTA GA 30009

COFFEY BRUCE & SUSAN
424 CONCORD ST
ALPHARETTA GA 30009

MIRSKY BURT S & MIRSKY RUTH BARBARA
384 CONCORD ST
ALPHARETTA GA 30009

KIDD STEVE & VIKIRA
132 GRAND CRES
ALPHARETTA GA 30009

PATEL NIMISHA
408 CONCORD ST
ALPHARETTA GA 30009

BROWN KEVIN T & BROWN MICHELE R
416 CONCORD ST
ALPHARETTA GA 30009

CHUNARA SHEHZAAN & ZAINAB
120 GRAND CRES
ALPHARETTA GA 30009

KIRKUP DAVID C & JOSEPHINE KIM
426 CONCORD ST
ALPHARETTA GA 30009

RIGGINS BRIAN
386 CONCORD ST
ALPHARETTA GA 30009

DOZIER TERRY S & DOZIER CATHERINE R
142 GRAND CRES
ALPHARETTA GA 30009

STOKES MAYLON SCOTT & JANA BOYD
410 CONCORD ST
ALPHARETTA GA 30009

RUTLEDGE CINDI
418 CONCORD ST
ALPHARETTA GA 30009

HILL ANDREW CASEY & TERESA
136 GRAND CRES
ALPHARETTA GA 30022

SULLIVAN DANN P
428 CONCORD ST
ALPHARETTA GA 30009

FARMER MEGHAN & BOWLES COREY
388 CONCORD ST
ALPHARETTA GA 30009

LIU EDDIE C & KYEONG A
140 GRAND CRES
ALPHARETTA GA 30009

MABRY JAMES MICHAEL & NANCY LOU
412 CONCORD ST
ALPHARETTA GA 30009

ATKINSON TREVOR
420 CONCORD ST
ALPHARETTA GA 30009

WILSON RICHARD J & LYNN K
138 GRAND CRES
ALPHARETTA GA 30009

RANGANATHAN BALAMOUGAN & BALAMO
UROUGAN USHA
430 CONCORD ST
ALPHARETTA GA 30009

PARKER MICHAEL K
390 CONCORD ST
ALPHARETTA GA 30009

HANDLER GARY & CYNTHIA W
144 GRAND CRES
ALPHARETTA GA 30009

GUO YUANTA & RUAN LAN
382 CONCORD ST
ALPHARETTA GA 30009

GUPTA MANISH K
372 CONCORD ST
ALPHARETTA GA 30009

MEREDITH MICHAEL R & MEREDITH KIMBERLY J
1210 ANGEL POND E
GREENSBORO GA 30642

FERRARA DOMINICK JR & MELISSA HOLLY
414 CONCORD ST
ALPHARETTA GA 30009

FUSSELL THURMAN TROY & HYONHUI KWON
392 CONCORD ST
ALPHARETTA GA 30009

WERTZ JEFFREY KENNETH & LANA M
370 CONCORD ST
ALPHARETTA GA 30009

MALCOLM JEFFERY K & ONYEMA A
281 THOMPSON ST
ALPHARETTA GA 30009

PULTE HOME CORPORATION
2475 NORTHWINDS PKWY STE 600
ALPHARETTA GA 30009

KAELIN MELISSA JEANNE
297 THOMPSON ST
ALPHARETTA GA 30009

CARPENTER MICHAEL & CARPENTER MARY
JO
277 THOMPSON ST
ALPHARETTA GA 30009

PULTE HOME CORPORATION
2475 NORTHWINDS PKWY STE 600
ALPHARETTA GA 30009

LIGHT GEOFFREY & DANA
368 CONCORD ST
ALPHARETTA GA 30009

SEXTON DANIEL LEE & SEXTON MARY JE
AN
273 THOMPSON ST
ALPHARETTA GA 30009

MICHAELS PHILLIP
101 MEETING ST
ALPHARETTA GA 30009

BOYD GREGG WARREN & JOHANNA DEKKER
366 CONCORD ST
ALPHARETTA GA 30009

NIELSEN RENE G & WIGGINS PEGGY LAD
ALE
269 THOMPSON ST
ALPHARETTA GA 30009

HART STEPHEN EUGENE & HART LORI F
156 GRAND CRES
ALPHARETTA GA 30009

JACOBSEN JOSEPH & JILL
364 CONCORD ST
ALPHARETTA GA 30009

ROBERT & SUSAN RUPPEL REVOCABLE LI
VING TRUST THE
261 THOMPSON ST
ALPHARETTA GA 30009

HOLBROOK ALFRED SAMSON III
154 GRAND CRES
ALPHARETTA GA 30009

CORYER ERIC
293 THOMPSON ST
ALPHARETTA GA 30009

265 THOMPSON STREET LLC
2660 BETHANY CHURCH RD
ALPHARETTA GA 30004-4558

SMITH ADRIAN
4301 BRUNELLO PL
SUMMERFIELD NC 27358

MCCAULEY EDWARD F & MARY KAY
362 CONCORD ST
ALPHARETTA GA 30009

BEAM BRIAN KEITH & SONYA DENISE
257 THOMPSON ST
ALPHARETTA GA 30009

MINNICK MICHELE BROOM
150 GRAND CRES
ALPHARETTA GA 30009

PULTE HOME CORPORATION
2475 NORTHWINDS PKWY STE 600
ALPHARETTA GA 30009

CHAVARRIA FERNANDO & CHAVARRIA ROSA
253 THOMPSON ST
ALPHARETTA GA 30009

AVALON RESIDENTIAL COMMUNITY ASSOC
IATION INC
1465 NORTHSIDE DR NW 128
ATLANTA GA 30318

AUBERT EDWARD & SHARON JEAN
289 THOMPSON ST
ALPHARETTA GA 30009

HODSDON PATRICIA & MARK
249 THOMPSON ST
ALPHARETTA GA 30009

DEVELOPMENT AUTHORITY OF FULTON CO
UNTY
2200 AVALON BLVD
ALPHARETTA GA 30009

PECQUEUR ANDRE JUSTIN & FU KING FEI
285 THOMPSON ST
ALPHARETTA GA 30009

STIMSON JOHN H
245 THOMPSON ST
ALPHARETTA GA 30009

LIBERTY PARK VILLAGE LLC
5100 PEACHTREE PKWY STE 200
NORCROSS GA 30092

LIBERTY PARK VILLAGE LLC
5100 PEACHTREE PKWY STE 200
NORCROSS GA 30092

STEVEN & SHELLY SHIFFMAN REVOCABLE
TRUST THE
376 CONCORD ST
ALPHARETTA GA 30009

BATISTA CARLOS M & BATISTA ALMA
394 CONCORD ST
ALPHARETTA GA 30009

LATHAM KIMBERLY J
378 CONCORD ST
ALPHARETTA GA 30009

LUXURY PROPERTIES INVESTMENT LLC
510 BROOK MANOR DR
ALPHARETTA GA 30022

WILSON JAMES M & RISA
380 CONCORD ST
ALPHARETTA GA 30009

WECONNECT LLC
398 CONCORD ST
ALPHARETTA GA 30009

FOUNDRY NEIGHBORHOOD ASSOCIATION I
NC
675 PACES FERRY RD SE STE 125
ATLANTA GA 30339

WEIS EDWARD H & ELAINE JOYCE
400 CONCORD ST
ALPHARETTA GA 30009

EA HOMES LP
5775 GLENRIDGE DR BLDG/STE D 350
ATLANTA GA 30328

ANNAPRAGADA SUBRAMANYARAVI & PADMA
VATHI
402 CONCORD ST
ALPHARETTA GA 30009

EA HOMES LP
131 ROSWELL ST
ALPHARETTA GA 30009

WANG XIUYING
404 CONCORD ST
ALPHARETTA GA 30009

KENNETT KELLY B & MARY H
406 CONCORD ST
ALPHARETTA GA 30009

FOUNDRY NEIGHBORHOOD ASSOCIATION I
NC
675 PACES FERRY RD SE STE 125
ATLANTA GA 30339

CABRERA GREG R & LISA
374 CONCORD ST
ALPHARETTA GA 30009



Miles Hansford, LLC
ATTORNEYS AT LAW

202 Tribble Gap Road · Suite 200 · Cumming, GA 30040
178 S Main Street · Suite 310 · Alpharetta, GA 30009
Phone 770.781.4100

MilesHansford.com

J. Ethan Underwood
eunderwood@MilesHansford.com

April 24, 2024

Re: Z-24-08/V-24-08 – 306 Thompson Street

Dear Property Owner:

In an effort to foster community accord, Jay Farhat, (the “Applicant”) would like to inform interested property owners that land use applications have been submitted to the City of Alpharetta regarding approximately 1.148 acres located at 306 Thompson Street. The Applicant proposes to develop on the subject property a total of 2 Dwellings, Single-Family Detached.

The Applicant is requesting the following:

a) Z-24-08 - 2 ‘For-Sale’ single-family detached homes on 1.148 acres in the Downtown Overlay

Rezone the Subject Property Zoned R-12 (Dwelling, ‘For-Sale’, Residential) to DT-LW (Downtown Live-Work).

b) V-24-08 – Variance(s):

1. Allow parking between the building and the street and eliminate the requirement for a street-facing garage to be recessed at least 20’ behind the front building façade. [UDC § 2.4.6].
2. Allow a contemporary architectural style for the proposed homes. [UDC § 2.8.7 (C)].

A copy of the proposed site plan for these applications is enclosed.

The Citizen Zoning Information Meeting (CZIM) for this request will be held on **Wednesday, May 8, 2024 at 6:00PM** in the Community Room in Alpharetta City Hall across from the Council Chambers. Alpharetta City Hall is located at 2 Park Plaza, Alpharetta, GA 30009.

This item will be considered by the **Planning Commission on Thursday June 6, 2024, at 6:30PM and the City Council on Monday, May 20, 2024, at 6:30PM**. The meetings will be held in the Council City Chambers at City Hall, 2 Park Plaza, Alpharetta, GA 30009.

The Applicant is committed to keeping the public informed during the process of these applications. If you have any questions, comments, or concerns, please contact us at (770) 781-4100 or eunderwood@miles hansford.com. When contacting our office, please reference Thompson Street so that we may facilitate your request more efficiently.

Sincerely,

Ethan Underwood
Attorney for Applicant





Existing Site Information

Address: 306 Thompson Street
 Parcel ID: 12 284108020053
 Deed Book 64285, Page 213
 A.K.A. Lot 18

Zoning: R-12, Downtown Overlay
 Building Setbacks:
 Front: 30'
 Side: Interior 10'
 Rear: 30'

Proposed Lots:

Lot 1: 26,002 Sq. Ft.
 Lot 2: 24,000 Sq. Ft.

Area this Tract:

1.148 Ac. (50,002 S.F.)

Engineer

Engineering303, LLC
 108 Allen Street
 Cumming, Ga. 30040
 Project Engineer: Brian King, PE
 brian@engineering303.com
 Phone (770) 442-0500

Owner / Developer

Galel Farhat
 203 N. Esplanade
 Alpharetta, Ga 30009

Sidewalk Note:

The proposed sidewalk across the property frontage to match the Thompson Street standard (brick with concrete bands).
 Planted planter strip to be installed between pavement and sidewalk. See Landscape Plans.

Retaining Wall Note:

If retaining wall is proposed over 4 feet in revealed height, structural design plans signed, dated and sealed by a Georgia PE is required. A separate building permit will be required.
 Walls visible from public right-of-way must have exterior of brick, stacked stone or granite.

Site Information

Owner:	Galel Farhat
Contact:	Galel (Jay) Farhat
Phone:	770 355 3847
Email:	Jay@bravofenceteam.com
Addresses:	306 Thompson Street
Current Zoning:	R-12
Overlay District:	Downtown
Future Land Use:	Two Residential Lots
Proposed Use:	DT-LW (Downtown Live-Work)
Building Setbacks (DT-LW):	
Front:	10'
Side:	None, 10' between structures
Rear (No Alley):	3'
Rear (Alley):	10'
District Density:	8 units/acre
Proposed Density:	1.7 units/acre
Proposed Units:	2 Detached Houses
Lot Standard Requirements:	
Detached Houses	2,500 SF (Min. Lot Size)
Min. Lot Width	25' Width
Proposed Houses	
Lot 1:	7,542 s.f. (footprint)
Lot 2:	5,700 s.f. (footprint)
Lot Coverage (Buildings):	70% max
Max. Building Coverage:	10,000 S.F.
Maximum Building Height:	3 stories/40 feet
Required Parking:	2.5 spaces per unit or 5 spaces
Proposed Parking:	7 Indoor + 4 driveway = 11 spaces proposed
Required Amenity Space:	10.00% or 5,000 SF
Proposed Amenity Space:	13.30% or 6,650 S.F.

SITE CALCULATIONS

BUILDING COVERAGE		
Total Original Site Area	50,002 S.F.	
Allowable Building Coverage	35,001 SF (70.0%)	
Proposed Building Coverage	13,242 SF (26.5%)	
IMPERVIOUS AREA		
	Lot 1	Lot 2
Total Site Area	26,002 SF	24,000 SF
Allowable Impervious	18,201 SF (70%)	15,800 SF (70%)
Proposed Impervious		
Proposed Building (Heated) Coverage	6,230 SF	5,146 SF
Proposed Covered Porch/Cabana	1,212 SF	954 SF
Proposed Pool	485 SF	618 SF
Total Proposed Impervious	8,027 SF (30.9%)	6,718 SF (28.3%)
Proposed Drive & S/W (Pervious Pavement)	1,105 SF	2,260 SF
Proposed Lot Coverage	9,882 SF (38.0%)	8,576 SF (35.7%)

Drawn by: BJK
 Date: 3-18-2024
 Site
 Project Number:
 21-4845

Civil Engineering, Land Surveying,
 Stream and Wetland Restoration

108 Allen Street Cumming, Georgia 30040
 Phone 770-442-0500 www.engineering303.com



Two Lot Zoning Exhibit Site Plan for:
 306 Thompson Street
ALPHA villas
 City of Alpharetta
 1st District - 2nd Section
 Fulton County, Georgia





Miles Hansford, LLC
ATTORNEYS AT LAW

202 Tribble Gap Road · Suite 200 · Cumming, GA 30040
178 S Main Street · Suite 310 · Alpharetta, GA 30009
Phone 770.781.4100

MilesHansford.com

J. Ethan Underwood
eunderwood@MilesHansford.com

CORRECTED NOTICE

May 17, 2024

Re: Z-24-08/V-24-08 – 306 Thompson Street

Dear Property Owner:

In an effort to foster community accord, Jay Farhat, (the “Applicant”) would like to inform interested property owners that land use applications have been submitted to the City of Alpharetta regarding approximately 1.148 acres located at 306 Thompson Street. The Applicant proposes to develop on the subject property a total of 2 Dwellings, Single-Family Detached.

The Applicant is requesting the following:

a) Z-24-08 - 2 ‘For-Sale’ single-family detached homes on 1.148 acres in the Downtown Overlay

Rezone the Subject Property Zoned R-12 (Dwelling, ‘For-Sale’, Residential) to DT-LW (Downtown Live-Work).

b) V-24-08 – Variance(s):

1. Allow parking between the building and the street and eliminate the requirement for a street-facing garage to be recessed at least 20’ behind the front building façade. [UDC § 2.4.6].
2. Allow a contemporary architectural style for the proposed homes. [UDC § 2.8.7 (C)].

A copy of the proposed site plan for these applications is enclosed.

The Citizen Zoning Information Meeting (CZIM) for this request was held on **Wednesday, May 8, 2024 at 6:00PM** in the Community Room in Alpharetta City Hall across from the Council Chambers.

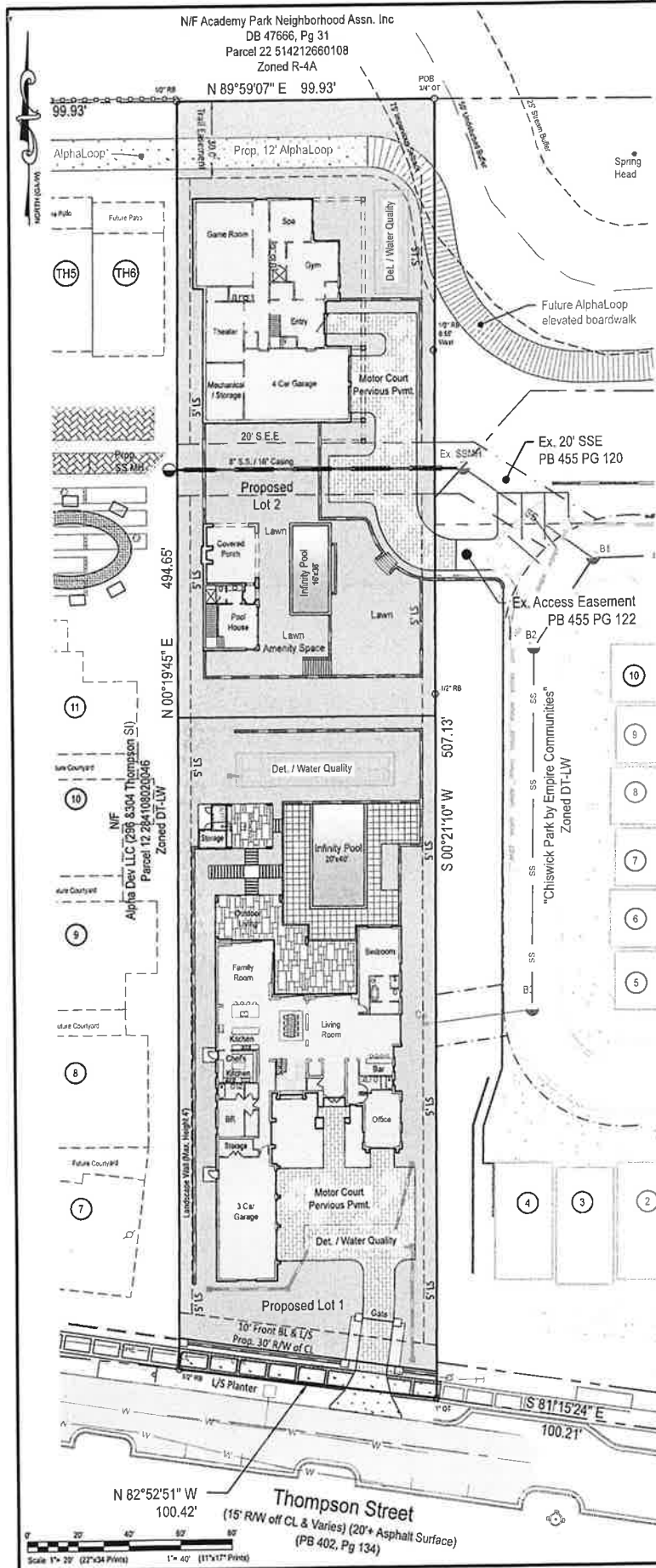
This item will be considered by the **Planning Commission on Thursday June 6, 2024, at 6:30PM and the City Council on Monday, June 24, 2024, at 6:30PM**. The meetings will be held in the Council City Chambers at City Hall, 2 Park Plaza, Alpharetta, GA 30009.

The Applicant is committed to keeping the public informed during the process of these applications. If you have any questions, comments, or concerns, please contact us at (770) 781-4100 or eunderwood@miles hansford.com. When contacting our office, please reference Thompson Street so that we may facilitate your request more efficiently.

Sincerely,

Ethan Underwood
Attorney for Applicant





SITE CALCULATIONS		
BUILDING COVERAGE		
Total Open Site Area	30,082 S.F.	
Allowable Building Coverage	35,001 SF (170.6%)	
Proposed Building Coverage	13,242 SF (28.5%)	
IMPERVIOUS AREA		
	Lot 1	Lot 2
Total Site Area	26,003 SF	24,000 SF
Allowable Impervious	18,701 SF (72%)	15,490 SF (77%)
Proposed Impervious	9,871 SF	5,140 SF
Proposed Building (related) Coverage	1,528 SF	354 SF
Proposed Covered Porch/Catwalk	1,528 SF	354 SF
Proposed Paved and Deck	2,317 SF	830 SF
Total Proposed Impervious	5,614 SF (37.0%)	2,638 SF (16.3%)
Proposed Drive & SW (Paving Permit)	2,813 SF	2,202 SF
Proposed Misc. Impervious (SW, Vails etc.)	620 SF	499 SF
	13,096 SF (50.4%)	9,035 SF (37.7%)

Engineering E303



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USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift	
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2. EXHIBIT C1	DUNNING MARINA & DUNNING TIMOTHY 11725 DANCLIFF TRC ALPHARETTA GA 30009					
3.	DORSKY ROBERT B JR & DORSKY LYDIA T 11790 DANCLIFF TRC ALPHARETTA GA 30009					
4.	KONKEL JOHN & STUMPE BEATE 12120 DANCLIFF TRCE ALPHARETTA GA 30009					
5.	KROENKE STEVEN J 11735 DANCLIFF TRCE ALPHARETTA GA 30009-8738					
6.	WHITAKER MALAIKA 11800 DANCLIFF TRC ALPHARETTA GA 30009					



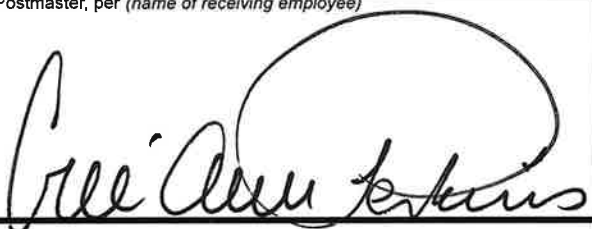
Jay Farhat

Z-24-08 & V-24-08

8498.0001

116 Letters

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U.S. POSTAGE PAID CUMMING, GA 30040 APR 24, 24 AMOUNT \$3.48 R2304M110051-17						
USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)		Postage	Fee	Special Handling	Parcel Airlift
1.	GOULD DAVID S 11920 DANCLIFF TRCE ALPHARETTA GA 30009		.64			
2.	FELDER PATRICK W 11745 DANCLIFF TRCE ALPHARETTA GA 30009					
3.	ALDORT HENRY A 11810 DANCLIFF TRCE ALPHARETTA GA 30009					
4.	IRACE HENRY E JR & MARGARET M 11950 DANCLIFF TRCE ALPHARETTA GA 30009-8737					
5.	HARTMAN DAVID P & MARY W 11785 DANCLIFF TRCE ALPHARETTA GA 30009-8738					
6.	MC DONALD VIRGINIA O 11990 DANCLIFF TRC ALPHARETTA GA 30009					

Jay Farhat

Z-24-08 & V-24-08

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116 Letters



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1.	EDWARDS THOMAS J & ALLISON 11960 DANCLIFF TRCE ALPHARETTA GA 30009-8737		.64			
2.	NEWTON TERRY & NEWTON WILLIAM 11795 DANCLIFF TRC ALPHARETTA GA 30009					
3.	ROSNER MARK & JILL B 12000 DANCLIFF TRACE ALPHARETTA GA 30004					
4.	MAGRUDER SAM W JR & CAROLYN J 11970 DANCLIFF TRC ALPHARETTA GA 30009					
5.	REVOCABLE LIVING TRUST OF DIANE MA CIEIK 11740 DANCLIFF TRCE ALPHARETTA GA 30009					
6.	COONEY ARTHUR COONEY JOAN 12010 DANCLIFF TRCE ALPHARETTA GA 30009					



UNITED STATES
POSTAL SERVICE®

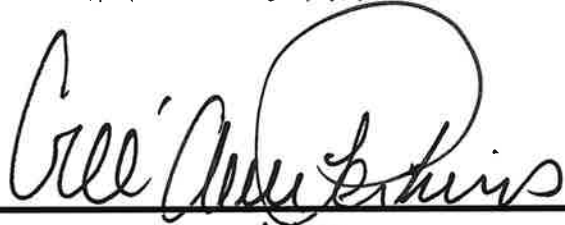
Jay Farhat

Z-24-08 & V-24-08

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116 Letters

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2.	COPMAN TERESA ANN & COPMAN MITCHEL L ALAN 11750 DANCLIFF TRC ALPHARETTA GA 30009-8735				
3.	ROBERTON WALL KAREN K & RAINSFORD JAMES J 12020 DANCLIFF TRC ALPHARETTA GA 30009				
4.	WOLF JEANNE ELIZABETH 11935 DANCLIFF TRC ALPHARETTA GA 30009				
5.	DEWEERD GARY A 11760 DANCLIFF TRCE ALPHARETTA GA 30009				
6.	RICHARD JOHN F & RICHARD KAREN A 11680 DANCLIFF TRC ALPHARETTA GA 30005				



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1.		MARTHA STROH REVOCABLE TRUST THE 11945 DANCLIFF TRCE ALPHARETTA GA 30009		.64	
2.		CLELAND DAVID C & CLELAND JOANNE W 11770 DANCLIFF TRC ALPHARETTA GA 30009			
3.		CONTE RICHARD E & ROBERTA J 11690 DANCLIFF TRCE ALPHARETTA GA 30009			
4.		RAY ANGELIA 11715 DANCLIFF TRCE ALPHARETTA GA 30009			
5.		WEIRBACH STEPHEN J & PECK BRENDA J 11780 DANCLIFF TRC ALPHARETTA GA 30009			
6.		SHAW JOHN 11700 DANCLIFF TRCE ALPHARETTA GA 30009			

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CUMMING, GA
30040
APR 24, 24
AMOUNT
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USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)		Postage	Fee	Special Handling	Parcel Airlift
1.	FOWLER WILLIAM M & FOWLER PAMELA J 11710 DANCLIFF TRC ALPHARETTA GA 30009		.64			
2.	EA HOMES LP 5757 GLENRIDGE DR BLDG/STE D350 ATLANTA GA 30328					
3.	BREIER RUSSELL & RITA 11720 DANCLIFF TRCE ALPHARETTA GA 30009					
4.	NORWOOD DARRIN 11830 DANCLIFF TRCE ALPHARETTA GA 30009					
5.	SAHAR INVESTMENTS LLC 8740 RHAPSODY LANE CUMMING GA 30041					
6.	HARRISON SCOTT W & HARRISON SARA J 11840 DANCLIFF TRC ALPHARETTA GA 30009					



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USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)		Postage	Fee	Special Handling	
1.	306 THOMPSON STREET LLC 203 N ESPLANADE ALPHARETTA GA 30009		.64			
2.	MOORE CAROLYN MEREDITH 11850 DANCLIFF TRC ALPHARETTA GA 30009					
3.	CITY OF ALPHARETTA GEORGIA 2 S MAIN ST ALPHARETTA GA 30009					
4.	RIDLEY DAVID T & PEGGY J 11860 DANCLIFF TRCE ALPHARETTA GA 30009					
5.	CUBIT III LLC 8740 ISLESWORTH CT DULUTH GA 30097					
6.	ACADEMY PARK NEIGHBORHOOD ASSN IN 12102 DANCLIFF TRC ALPHARETTA GA 30009					



Certificate of Mailing — Firm

Name and Address of Sender Miles Hansford, LLC 202 Tribble Gap Road Suite 200 Cumming, GA 30040	TOTAL NO. of Pieces Listed by Sender 6	TOTAL NO. of Pieces Received at Post Office™ 6	Affix Stamp Here Postmark with Date of Receipt. 0000 U.S. POSTAGE PAID CUMMING, GA 30040 APR 24, 24 AMOUNT \$3.48 R2304M110051-17
	Postmaster, per (name of receiving employee) 		
USPS® Tracking Number Firm-specific Identifier	Address		
1.	DRM ESTATE LLC 12570 PINDELL CIR ALPHARETTA GA 30004		
2.	PSV LLC P O BOX 1385 ALPHARETTA GA 30009		
3.	DEVELOPMENT AUTHORITY OF FULTON C UNTY 10525 VISTA SORRENTO PKWY STE 110 SAN DIEGO CA 92121		
4.	DUVALL FAMILY TRUST THE 128 GRAND CRESCENT ALPHARETTA GA 30009		
5.	REFAI BASEL & KOUDSI NOURA 422 CONCORD ST ALPHARETTA GA 30009		
6.	FANCHER JOE D & FANCHER THERESA B 432 CONCORD ST ALPHARETTA GA 30009		



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116 Letters

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U.S. POSTAGE PAID CUMMING, GA 30040 APR 24, 24 AMOUNT \$3.48 R2304M110051-17							
USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift		
1.	FRAIL FAMILY LIVING TRUST THE 130 GRAND CRES ALPHARETTA GA 30009	.64					
2.	COFFEY BRUCE & SUSAN 424 CONCORD ST ALPHARETTA GA 30009						
3.	MIRSKY BURT S & MIRSKY RUTH BARBARA 384 CONCORD ST ALPHARETTA GA 30009						
4.	KIDD STEVE & VIKIRA 132 GRAND CRES ALPHARETTA GA 30009						
5.	PATEL NIMISHA 408 CONCORD ST ALPHARETTA GA 30009						
6.	BROWN KEVIN T & BROWN MICHELE R 416 CONCORD ST ALPHARETTA GA 30009						



Jay Farhat

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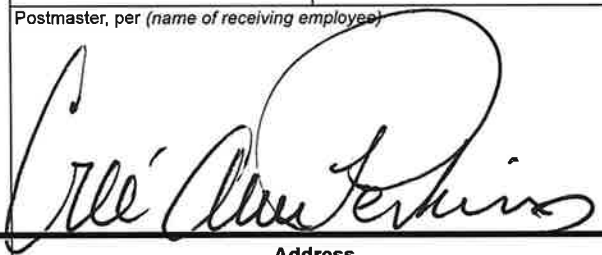
116 Letters

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USPS® Tracking Number Firm-specific Identifier	Address (Name Street City State and ZIP Code™)		Postage	Fee	Special Handling	Parcel Airlift
1.	CHUNARA SHEHZAAN & ZAINAB 120 GRAND CRES ALPHARETTA GA 30009		.64			
2.	KIRKUP DAVID C & JOSEPHINE KIM 426 CONCORD ST ALPHARETTA GA 30009					
3.	RIGGINS BRIAN 386 CONCORD ST ALPHARETTA GA 30009					
4.	DOZIER TERRY S & DOZIER CATHERINE R 142 GRAND CRES ALPHARETTA GA 30009					
5.	STOKES MAYLON SCOTT & JANA BOYD 410 CONCORD ST ALPHARETTA GA 30009					
6.	RUTLEDGE CINDI 418 CONCORD ST ALPHARETTA GA 30009					



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Miles Hansford, LLC 202 Tribble Gap Road Suite 200 Cumming, GA 30040		6	6		
Postmaster, per (name of receiving employee)					
USPS® Tracking Number Firm-specific Identifier		Address		 0000	
1.	HILL ANDREW CASEY & TERESA 136 GRAND CRES ALPHARETTA GA 30022			.64	
2.	SULLIVAN DANN P 428 CONCORD ST ALPHARETTA GA 30009				
3.	FARMER MEGHAN & BOWLES COREY 388 CONCORD ST ALPHARETTA GA 30009				
4.	LIU EDDIE C & KYEONG A 140 GRAND CRES ALPHARETTA GA 30009				
5.	MABRY JAMES MICHAEL & NANCY LOU 412 CONCORD ST ALPHARETTA GA 30009				
6.	ATKINSON TREVOR 420 CONCORD ST ALPHARETTA GA 30009				

U.S. POSTAGE PAID
CUMMING, GA
30040
APR 24, 24
AMOUNT
\$3.48
R2304M110051-17



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116 Letters

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	Postmaster, per (name of receiving employee) 		 0000 U.S. POSTAGE PAID CUMMING, GA 30040 APR 24, 24 AMOUNT \$3.48 R2304M110051-17			
USPS® Tracking Number Firm-specific Identifier	Address		Postage	Fee	Special Handling	Parcel Airlift
1.	WILSON RICHARD J & LYNN K 138 GRAND CRES ALPHARETTA GA 30009		.64			
2.	RANGANATHAN BALAMOUROUGAN & BALAM UROUGAN USHA 430 CONCORD ST ALPHARETTA GA 30009					
3.	PARKER MICHAEL K 390 CONCORD ST ALPHARETTA GA 30009					
4.	HANDLER GARY & CYNTHIA W 144 GRAND CRES ALPHARETTA GA 30009					
5.	GUO YUANTA & RUAN LAN 382 CONCORD ST ALPHARETTA GA 30009					
6.	GUPTA MANISH K 372 CONCORD ST ALPHARETTA GA 30009					



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		Postmaster, per (name of receiving employee) 					
USPS® Tracking Number Firm-specific Identifier				Postage	Fee	Special Handling	Parcel Airlift
1.	MEREDITH MICHAEL R & MEREDITH KIMBERLY J 1210 ANGEL POND E GREENSBORO GA 30642			.64			
2.	FERRARA DOMINICK JR & MELISSA HOLLY 414 CONCORD ST ALPHARETTA GA 30009						
3.	FUSSELL THURMAN TROY & HYONHUI KW 392 CONCORD ST ALPHARETTA GA 30009						
	WERTZ JEFFREY KENNETH & LANA M 370 CONCORD ST ALPHARETTA GA 30009						
4.	MALCOLM JEFFERY K & ONYEMA A 281 THOMPSON ST ALPHARETTA GA 30009						
5.	PULTE HOME CORPORATION 2475 NORTHWINDS PKWY STE 600 ALPHARETTA GA 30009						
6.							



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Miles Hansford, LLC 202 Tribble Gap Road Suite 200 Cumming, GA 30040		6	6		
Postmaster, per (name of receiving employee)					
USPS® Tracking Number Firm-specific Identifier		Address (Name, Street, City, State and ZIP Code™)			
1.	KAELEN MELISSA JEANNE 297 THOMPSON ST ALPHARETTA GA 30009				
2.	CARPENTER MICHAEL & CARPENTER MARY JO 277 THOMPSON ST ALPHARETTA GA 30009				
3.	LIGHT GEOFFREY & DANA 368 CONCORD ST ALPHARETTA GA 30009				
4.	SEXTON DANIEL LEE & SEXTON MARY JEAN 273 THOMPSON ST ALPHARETTA GA 30009				
5.	MICHAELS PHILLIP 101 MEETING ST ALPHARETTA GA 30009				
6.	BOYD GREGG WARREN & JOHANNA DEKKER 366 CONCORD ST ALPHARETTA GA 30009				

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116 Letters



CUMMING, GA POST OFFICE
 APR 24 2024
Certificate of Mailing — Firm

Name and Address of Sender		TOTAL NO. of Pieces Listed by Sender	TOTAL NO. of Pieces Received at Post Office™	Affix Stamp Here Postmark with Date of Receipt.		
Miles Hansford, LLC 202 Tribble Gap Road Suite 200 Cumming, GA 30040		6	6	 U.S. POSTAGE PAID CUMMING, GA 30040 APR 24, 24 AMOUNT \$3.48 R2304M110051-17		
Postmaster, per (name of receiving employee)		 Bill Anderson				
USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Air™	
1.	NIELSEN RENE G & WIGGINS PEGGY LAD ALE 269 THOMPSON ST ALPHARETTA GA 30009	.64				
2.	HART STEPHEN EUGENE & HART LORI F 156 GRAND CRES ALPHARETTA GA 30009					
3.	JACOBSEN JOSEPH & JILL 364 CONCORD ST ALPHARETTA GA 30009					
4.	ROBERT & SUSAN RUPPEL REVOCABLE LI VING TRUST THE 261 THOMPSON ST ALPHARETTA GA 30009					
5.	HOLBROOK ALFRED SAMSON III 154 GRAND CRES ALPHARETTA GA 30009					
6.	CORYER ERIC 293 THOMPSON ST ALPHARETTA GA 30009					



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Postmaster, per (name of receiving employee) <i>Gregory L. Lewis</i>				 U.S. POSTAGE PAID CUMMING, GA 30040 APR 24, 24 AMOUNT \$3.48 R2304M110051-17			
USPS® Tracking Number Firm-specific Identifier	Address	Postage	Fee	Special Handling	Parcel Airlift		
1.	265 THOMPSON STREET LLC 2660 BETHANY CHURCH RD ALPHARETTA GA 30004-4558	.64					
2.	SMITH ADRIAN 4301 BRUNELLO PL SUMMERFIELD NC 27358						
3.	MCCAULEY EDWARD F & MARY KAY 362 CONCORD ST ALPHARETTA GA 30009						
4.	BEAM BRIAN KEITH & SONYA DENISE 257 THOMPSON ST ALPHARETTA GA 30009						
5.	MINNICK MICHELE BROOM 150 GRAND CRES ALPHARETTA GA 30009						
6.	CHAVARRIA FERNANDO & CHAVARRIA ROSA 253 THOMPSON ST ALPHARETTA GA 30009						



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Name and Address of Sender Miles Hansford, LLC 202 Tribble Gap Road Suite 200 Cumming, GA 30040	TOTAL NO. of Pieces Listed by Sender 6	TOTAL NO. of Pieces Received at Post Office™ 6	Affix Stamp Here Postmark with Date of Receipt: APR 24 2024			
	Postmaster, per (name of receiving employee) 		 0000 U.S. POSTAGE PAID CUMMING, GA 30040 APR 24, 24 AMOUNT \$3.48 R2304M110051-17			
USPS® Tracking Number Firm-specific Identifier	Address		Postage	Fee	Special Handling	Parcel Airlift
1.	AVALON RESIDENTIAL COMMUNITY ASSOCIATION INC 1465 NORTHSIDE DR NW 128 ATLANTA GA 30318		.64			
2.	AUBERT EDWARD & SHARON JEAN 289 THOMPSON ST ALPHARETTA GA 30009					
3.	HODSDON PATRICIA & MARK 249 THOMPSON ST ALPHARETTA GA 30009					
4.	DEVELOPMENT AUTHORITY OF FULTON COUNTY 2200 AVALON BLVD ALPHARETTA GA 30009					
5.	PECQUEUR ANDRE JUSTIN & FU KING FEI 285 THOMPSON ST ALPHARETTA GA 30009					
6.	STIMSON JOHN H 245 THOMPSON ST ALPHARETTA GA 30009					



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Postmaster, per (name of receiving employee) <i>Cree'Ann Perkins</i>		 0000			U.S. POSTAGE PAID CUMMING, GA 30040 APR 24, 24 AMOUNT \$3.48 R2304M110051-17	
USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift	
1.	LIBERTY PARK VILLAGE LLC 5100 PEACHTREE PKWY STE 200 NORCROSS GA 30092	.64				
2.	STEVEN & SHELLY SHIFFMAN REVOCABLE TRUST THE 376 CONCORD ST ALPHARETTA GA 30009					
3.	BATISTA CARLOS M & BATISTA ALMA 394 CONCORD ST ALPHARETTA GA 30009					
4.	LATHAM KIMBERLY J 378 CONCORD ST ALPHARETTA GA 30009					
5.	LUXURY PROPERTIES INVESTMENT LLC 510 BROOK MANOR DR ALPHARETTA GA 30022					
6.	WILSON JAMES M & RISA 380 CONCORD ST ALPHARETTA GA 30009					



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USPS® Tracking Number Firm-specific Identifier		Address (Name, Street, City, State, and ZIP Code™)			
1.	WECONNECT LLC 398 CONCORD ST ALPHARETTA GA 30009				
2.	FOUNDRY NEIGHBORHOOD ASSOCIATION I NC 675 PACES FERRY RD SE STE 125 ATLANTA GA 30339				
3.	WEIS EDWARD H & ELAINE JOYCE 400 CONCORD ST ALPHARETTA GA 30009				
4.	ANNAPRAGADA SUBRAMANYARAVI & PADMA VATHI 402 CONCORD ST ALPHARETTA GA 30009				
5.	EA HOMES LP 131 ROSWELL ST ALPHARETTA GA 30009				
6.	WANG XIUYING 404 CONCORD ST ALPHARETTA GA 30009				



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Postmaster, per (name of receiving employee) 		U.S. POSTAGE PAID CUMMING, GA 30040 APR 24, 24 AMOUNT \$2.00 R2304M110051-17			
USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift
1.	KENNETT KELLY B & MARY H 406 CONCORD ST ALPHARETTA GA 30009	.64			
2.	CABRERA GREG R & LISA 374 CONCORD ST ALPHARETTA GA 30009				
3.					
4.					
5.					
6.					



JAY FARHAT

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116 LETTERS

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Name and Address of Sender MILES HANSFORD, LLC 202 TRIBBLE GAP ROAD SUITE 200 CUMMING, GA 30040		TOTAL NO. of Pieces Listed by Sender 6	TOTAL NO. of Pieces Received at Post Office™ 6	Affix Stamp Here Postmark with Date of Receipt 0000			
USPS® Tracking Number Firm-specific Identifier		Postmaster, per (name of receiving employee) 		U.S. POSTAGE PAID CUMMING, GA 30040 MAY 17, 24 AMOUNT \$20.88 R2304M110051-24			
tabbles® EXHIBIT C2		LENKE MARK E & LAURIE L 12110 DNACLIFF TRCE ALPHARETTA GA 30009		Postage	Fee	Special Handling	Parcel Airlift
				.64			
		DUNNING MARINA & DUNNING TIMOTHY 11725 DANCLIFF TRC ALPHARETTA GA 30009		.64			
3.		DORSKY ROBERT B JR & DORSKY LYDIA T 11790 DANCLIFF TRC ALPHARETTA GA 30009		.64			
4.		KONKEL JOHN & STUMPE BEATE 12120 DANCLIFF TRCE ALPHARETTA GA 30009		.64			
5.		KROENKE STEVEN J 11735 DANCLIFF TRCE ALPHARETTA GA 30009-8738		.64			
6.		WHITAKER MALAIKA 11800 DANCLIFF TRC ALPHARETTA GA 30009		.64			



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1.	GOULD DAVID S 11920 DANCLIFF TRCE ALPHARETTA GA 30009		.64			
2.	FELDER PATRICK W 11745 DANCLIFF TRCE ALPHARETTA GA 30009		.64			
3.	ALDORT HENRY A 11810 DANCLIFF TRCE ALPHARETTA GA 30009		.64			
4.	IRACE HENRY E JR & MARGARET M 11950 DANCLIFF TRCE ALPHARETTA GA 30009-8737		.64			
5.	HARTMAN DAVID P & MARY W 11785 DANCLIFF TRCE ALPHARETTA GA 30009-8738		.64			
6.	MC DONALD VIRGINIA O 11990 DANCLIFF TRC ALPHARETTA GA 30009		.64			



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1.	EDWARDS THOMAS J & ALLISON 11960 DANCLIFF TRCE ALPHARETTA GA 30009-8737		.64			
2.	NEWTON TERRY & NEWTON WILLIAM 11795 DANCLIFF TRC ALPHARETTA GA 30009		.64			
3.	ROSNER MARK & JILL B 12000 DANCLIFF TRACE ALPHARETTA GA 30004		.64			
4.	MAGRUDER SAM W JR & CAROLYN J 11970 DANCLIFF TRC ALPHARETTA GA 30009		.64			
5.	REVOCABLE LIVING TRUST OF DIANE MA CIEIK 11740 DANCLIFF TRCE ALPHARETTA GA 30009		.64			
6.	COONEY ARTHUR COONEY JOAN 12010 DANCLIFF TRCE ALPHARETTA GA 30009		.64			



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	Postmaster, per (name of receiving employee) 					
USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)		Postage	Fee	Special Handling	Parcel Airlift
1.	MILLER DENISE A 11925 DANCLIFF TRCE ALPHARETTA GA 30009-8740		.64			
2.	COPMAN TERESA ANN & COPMAN MITCHEL L ALAN 11750 DANCLIFF TRC ALPHARETTA GA 30009-8735		.64			
3.	ROBERTON WALL KAREN K & RAINSFORD JAMES J 12020 DANCLIFF TRC ALPHARETTA GA 30009		.64			
4.	WOLF JEANNE ELIZABETH 11935 DANCLIFF TRC ALPHARETTA GA 30009		.64			
5.	DEWEERD GARY A 11760 DANCLIFF TRCE ALPHARETTA GA 30009		.64			
6.	RICHARD JOHN F & RICHARD KAREN A 11680 DANCLIFF TRC ALPHARETTA GA 30005		.64			



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116 LETTERS

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Name and Address of Sender

MILES HANSFORD, LLC
202 TRIBBLE GAP ROAD
SUITE 200
CUMMING, GA 30040

TOTAL NO.
of Pieces Listed by Sender

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TOTAL NO.
of Pieces Received at Post Office™

6

Affix Stamp Here
Postmark with Date of Receipt

Postmaster, per (name of receiving employee)

USPS® Tracking Number
Firm-specific Identifier

Address

Postage

Fee

Special Handling

Parcel Airlift

1.

MARTHA STROH REVOCABLE TRUST THE
11945 DANCLIFF TRCE
ALPHARETTA GA 30009

.64

2.

CLELAND DAVID C & CLELAND JOANNE W
11770 DANCLIFF TRC
ALPHARETTA GA 30009

.64

3.

CONTE RICHARD E & ROBERTA J
11690 DANCLIFF TRCE
ALPHARETTA GA 30009

.64

4.

RAY ANGELIA
11715 DANCLIFF TRCE
ALPHARETTA GA 30009

.64

5.

WEIRBACH STEPHEN J & PECK BRENDA J
11780 DANCLIFF TRC
ALPHARETTA GA 30009

.64

6.

SHAW JOHN
11700 DANCLIFF TRCE
ALPHARETTA GA 30009

.64

See Reverse for Instructions



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116 LETTERS

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Name and Address of Sender

MILES HANSFORD, LLC
202 TRIBBLE GAP ROAD
SUITE 200
CUMMING, GA 30040

TOTAL NO.
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Affix Stamp Here

Postmark with Date of Receipt



Postmaster, per (name of receiving employee)

USPS® Tracking Number
Firm-specific Identifier

Address

Postage

Fee

Special Handling

Parcel Airlift

1.

FOWLER WILLIAM M & FOWLER PAMELA J
11710 DANCLIFF TRC
ALPHARETTA GA 30009

.64

2.

EA HOMES LP
5775 GLENRIDGE DR BLDG/STE D350
ATLANTA GA 30328

.64

3.

BREIER RUSSELL & RITA
11720 DANCLIFF TRCE
ALPHARETTA GA 30009

.64

4.

NORWOOD DARRIN
11830 DANCLIFF TRCE
ALPHARETTA GA 30009

.64

5.

SAHAR INVESTMENTS LLC
8740 RHAPSODY LANE
CUMMING GA 30041

.64

6.

HARRISON SCOTT W & HARRISON SARA J
11840 DANCLIFF TRC
ALPHARETTA GA 30009

.64



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	Postmaster, per (name of receiving employee) 					
USPS® Tracking Number Firm-specific Identifier	Address	Postage	Fee	Special Handling	Parcel Airlift	
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2.	MOORE CAROLYN MEREDITH 11850 DANCLIFF TRC ALPHARETTA GA 30009	.64				
3.	CITY OF ALPHARETTA GEORGIA 2 S MAIN ST ALPHARETTA GA 30009	.64				
4.	RIDLEY DAVID T & PEGGY J 11860 DANCLIFF TRCE ALPHARETTA GA 30009	.64				
5.	CUBIT III LLC 8740 ISLESWORTH CT DULUTH GA 30097	.64				
6.	ACADEMY PARK NEIGHBORHOOD ASSN INC 12102 DANCLIFF TRC ALPHARETTA GA 30009	.64				



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1.	PSV LLC P O BOX 1385 ALPHARETTA GA 30009		.64			
2.	DRM ESTATE LLC 12570 PINDELL CIR ALPHARETTA GA 30004		.64			
3.	DEVELOPMENT AUTHORITY OF FULTON CO UNTY 10525 VISTA SORRENTO PKWY STE 110 SAN DIEGO CA 92121		.64			
4.	DUVALL FAMILY TRUST THE 128 GRAND CRESCENT ALPHARETTA GA 30009		.64			
5.	REFAI BASEL & KOUDSI NOURA 422 CONCORD ST ALPHARETTA GA 30009		.64			
6.	FANCHER JOE D & FANCHER THERESA B 432 CONCORD ST ALPHARETTA GA 30009		.64			



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Z-24-08/V-24-08

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116 LETTERS

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	Postmaster, per (name of receiving employee) 					
USPS® Tracking Number Firm-specific Identifier	Address		Postage	Fee	Special Handling	Parcel Amount
1.	FRAIL FAMILY LIVING TRUST THE 130 GRAND CRES ALPHARETTA GA 30009		.64			
2.	COFFEY BRUCE & SUSAN 424 CONCORD ST ALPHARETTA GA 30009		.64			
3.	MIRSKY BURT S & MIRSKY RUTH BARBARA 384 CONCORD ST ALPHARETTA GA 30009		.64			
4.	KIDD STEVE & VIKIRA 132 GRAND CRES ALPHARETTA GA 30009		.64			
5.	PATEL NIMISHA 408 CONCORD ST ALPHARETTA GA 30009		.64			
6.	BROWN KEVIN T & BROWN MICHELE R 416 CONCORD ST ALPHARETTA GA 30009		.64			



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	Postmaster, per (name of receiving employee) 		

USPS® Tracking Number Firm-specific Identifier	Address	Postage	Fee	Special Handling	Parcel Airlift
1.	CHUNARA SHEHZAAN & ZAINAB 120 GRAND CRES ALPHARETTA GA 30009	.64			
2.	KIRKUP DAVID C & JOSEPHINE KIM 426 CONCORD ST ALPHARETTA GA 30009	.64			
3.	RIGGINS BRIAN 386 CONCORD ST ALPHARETTA GA 30009	.64			
4.	DOZIER TERRY S & DOZIER CATHERINE R 142 GRAND CRES ALPHARETTA GA 30009	.64			
5.	STOKES MAYLON SCOTT & JANA BOYD 410 CONCORD ST ALPHARETTA GA 30009	.64			
6.	RUTLEDGE CINDI 418 CONCORD ST ALPHARETTA GA 30009	.64			



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USPS® Tracking Number Firm-specific Identifier	Address	Postage	Fee	Special Handling	Parcel Airlift	
1.	HILL ANDREW CASEY & TERESA 136 GRAND CRES ALPHARETTA GA 30022	.64				
2.	SULLIVAN DANN P 428 CONCORD ST ALPHARETTA GA 30009	.64				
3.	FARMER MEGHAN & BOWLES COREY 388 CONCORD ST ALPHARETTA GA 30009	.64				
4.	LIU EDDIE C & KYEONG A 140 GRAND CRES ALPHARETTA GA 30009	.64				
5.	MABRY JAMES MICHAEL & NANCY LOU 412 CONCORD ST ALPHARETTA GA 30009	.64				
6.	ATKINSON TREVOR 420 CONCORD ST ALPHARETTA GA 30009	.64				



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	Postmaster, per (name of receiving employee) 				
USPS® Tracking Number Firm-specific Identifier			Postage	Fee	Special Handling
1.	WILSON RICHARD J & LYNN K 138 GRAND CRES ALPHARETTA GA 30009		.64		
2.	RANGANATHAN BALAMOUGAN & BALAMC UROUGAN USHA 430 CONCORD ST ALPHARETTA GA 30009		.64		
3.	PARKER MICHAEL K 390 CONCORD ST ALPHARETTA GA 30009		.64		
4.	HANDLER GARY & CYNTHIA W 144 GRAND CRES ALPHARETTA GA 30009		.64		
5.	GUO YUANTA & RUAN LAN 382 CONCORD ST ALPHARETTA GA 30009		.64		
6.	GUPTA MANISH K 372 CONCORD ST ALPHARETTA GA 30009		.64		



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	Postmaster, per (name of receiving employee) 					

USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code)	Postage	Fee	Special Handling	Parcel Airlift
1.	MEREDITH MICHAEL R & MEREDITH KIMBERLY J 1210 ANGEL POND E GREENSBORO GA 30642	.64			
2.	FERRARA DOMINICK JR & MELISSA HOLLY 414 CONCORD ST ALPHARETTA GA 30009	.64			
3.	FUSSELL THURMAN TROY & HYONHUI KWON 392 CONCORD ST ALPHARETTA GA 30009	.64			
4.	WERTZ JEFFREY KENNETH & LANA M 370 CONCORD ST ALPHARETTA GA 30009	.64			
5.	MALCOLM JEFFERY K & ONYEMA A 281 THOMPSON ST ALPHARETTA GA 30009	.64			
6.	PULTE HOME CORPORATION 2475 NORTHWINDS PKWY STE 600 ALPHARETTA GA 30009	.64			



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1.	KAEIN MELISSA JEANNE 297 THOMPSON ST ALPHARETTA GA 30009	.64				
2.	CARPENTER MICHAEL & CARPENTER MARY JO 277 THOMPSON ST ALPHARETTA GA 30009	.64				
3.	LIGHT GEOFFREY & DANA 368 CONCORD ST ALPHARETTA GA 30009	.64				
4.	SEXTON DANIEL LEE & SEXTON MARY JE AN 273 THOMPSON ST ALPHARETTA GA 30009	.64				
5.	MICHAELS PHILLIP 101 MEETING ST ALPHARETTA GA 30009	.64				
6.	BOYD GREGG WARREN & JOHANNA DEKKER 366 CONCORD ST ALPHARETTA GA 30009	.64				



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1.	NIELSEN RENE G & WIGGINS PEGGY LAD ALE 269 THOMPSON ST ALPHARETTA GA 30009		.64			
2.	HART STEPHEN EUGENE & HART LORI F 156 GRAND CRES ALPHARETTA GA 30009		.64			
3.	JACOBSEN JOSEPH & JILL 364 CONCORD ST ALPHARETTA GA 30009		.64			
4.	ROBERT & SUSAN RUPPEL REVOCABLE LI VING TRUST THE 261 THOMPSON ST ALPHARETTA GA 30009		.64			
5.	HOLBROOK ALFRED SAMSON III 154 GRAND CRES ALPHARETTA GA 30009		.64			
6.	CORYER ERIC 293 THOMPSON ST ALPHARETTA GA 30009		.64			



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1.	265 THOMPSON STREET LLC 2660 BETHANY CHURCH RD ALPHARETTA GA 30004-4558		.64			
2.	SMITH ADRIAN 4301 BRUNELLO PL SUMMERFIELD NC 27358		.64			
3.	MCCAULEY EDWARD F & MARY KAY 362 CONCORD ST ALPHARETTA GA 30009		.64			
4.	BEAM BRIAN KEITH & SONYA DENISE 257 THOMPSON ST ALPHARETTA GA 30009		.64			
5.	MINNICK MICHELE BROOM 150 GRAND CRES ALPHARETTA GA 30009		.64			
6.	CHAVARRIA FERNANDO & CHAVARRIA ROSA 253 THOMPSON ST ALPHARETTA GA 30009		.64			



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1.	AVALON RESIDENTIAL COMMUNITY ASSOCIATION INC 1465 NORTHSIDE DR NW 128 ATLANTA GA 30318		.64			
2.	AUBERT EDWARD & SHARON JEAN 289 THOMPSON ST ALPHARETTA GA 30009		.64			
3.	HODSDON PATRICIA & MARK 249 THOMPSON ST ALPHARETTA GA 30009		.64			
4.	DEVELOPMENT AUTHORITY OF FULTON COUNTY 2200 AVALON BLVD ALPHARETTA GA 30009		.64			
5.	PECQUEUR ANDRE JUSTIN & FU KING FEI 285 THOMPSON ST ALPHARETTA GA 30009		.64			
6.	STIMSON JOHN H 245 THOMPSON ST ALPHARETTA GA 30009		.64			



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USPS® Tracking Number Firm-specific Identifier	Address	Postage	Fee	Special Handling	Parcel Airlift	
1.	LIBERTY PARK VILLAGE LLC 5100 PEACHTREE PKWY STE 200 NORCROSS GA 30092	.64				
2.	STEVEN & SHELLY SHIFFMAN REVOCABLE TRUST THE 376 CONCORD ST ALPHARETTA GA 30009	.64				
3.	BATISTA CARLOS M & BATISTA ALMA 394 CONCORD ST ALPHARETTA GA 30009	.64				
4.	LATHAM KIMBERLY J 378 CONCORD ST ALPHARETTA GA 30009	.64				
5.	LUXURY PROPERTIES INVESTMENT LLC 510 BROOK MANOR DR ALPHARETTA GA 30022	.64				
6.	WILSON JAMES M & RISA 380 CONCORD ST ALPHARETTA GA 30009	.64				



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1.	WECONNECT LLC 398 CONCORD ST ALPHARETTA GA 30009		.64			
2.	WEIS EDWARD H & ELAINE JOYCE 400 CONCORD ST ALPHARETTA GA 30009		.64			
3.	ANNAPRAGADA SUBRAMANYARAVI & PADMA VATHI 402 CONCORD ST ALPHARETTA GA 30009		.64			
4.	EA HOMES LP 131 ROSWELL ST ALPHARETTA GA 30009		.64			
5.	WANG XIUYING 404 CONCORD ST ALPHARETTA GA 30009		.64			
6.	KENNETT KELLY B & MARY H 406 CONCORD ST ALPHARETTA GA 30009		.64			



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		Postmaster, per (name of receiving employee) 						
USPS® Tracking Number Firm-specific Identifier		Address (Name, Street, City, State, and ZIP Code™)			Postage	Fee	Special Handling	Parcel Airlift
1.		FOUNDRY NEIGHBORHOOD ASSOCIATION I NC 675 PACES FERRY RD SE STE 125 ATLANTA GA 30339			.64			
2.		CABRERA GREG R & LISA 374 CONCORD ST ALPHARETTA GA 30009			.64			
3.								
4.								
5.								
6.								

Community Zoning Information Meeting (CZIM)
Please sign-in and leave your comments and/or concerns.

May 8, 2024

Z-24-08/V-24-08 / 306 Thompson Street

NAME	ADDRESS	COMMENTS
Bob Donsky	13790 Dancliff Academy Park	opposed to variance to build 2 homes, opposed to Alpha loop & tree removal.
Teresamitch Copman	11750 Dancliff Tree Academy Park	want the Alpha loop to be built with minimum impact to trees
Lars + Sasha Holmquist	319 Concord St Foundry	Love the changes! The Alpha Loop is a vital community amenity, walked here today on the Alpha Loop. The Developer accommodated the extension as planned by the City. This plan now works. Strong support.
Andrea DeLuca	400 Barbary	The loop Needs to continue
Richard DeLuca	400 Barbary XING	Continue the loop three Nations to the Park. per posted Master plan.
Chareen Thompson	1800 Millstone CRT	Alpha Loop is fantastic— would rather have one large, beautiful home than many small homes.

EXHIBIT

D

tabbles

Community Zoning Information Meeting (CZIM)
Please sign-in and leave your comments and/or concerns.

May 8, 2024

Z-24-08/V-24-08 / 306 Thompson Street

NAME	ADDRESS	COMMENTS
Joan Marian Cunningham	2595 Milford Lane	Interested in protecting the trees in our nature area. a big buffer of trees ie 30-50 ft
MARIK ROBERTSON	2420 LUXFORD LN Alpha netta	WOULD LIKE MINIMIZE TREE DAMAGE + MAXIMIZE SPRAWLING TREES
Stephen Weirbach	11780 Dancliff Trace Alpha netta	Opposed to additional tree loss to construct the Alpha loop as it negatively impacts Academy Park trees & property.
Glenn Good	12275 Dancliff Trace	Our community is strongly ^{extension} opposed to the Alpha Loop. We will be at the Planning Comm. next month and are happy to discuss in advance. We also are requesting detention ponds exceed minimum requirements, and that annual inspections be part of their covenants. Per previous discussions with the owner, they have agreed to install fencing, and we would ask that remain. Thank you.

Community Zoning Information Meeting (CZIM)
Please sign-in and leave your comments and/or concerns.

May 8, 2024

Z-24-08/V-24-08 / 306 Thompson Street

NAME	ADDRESS	COMMENTS
Karen Richard	11680 Dancliff	Too many trees removed arch't. VGR can request is not supported by any hardships

Community Zoning Information Meeting (CZIM)
Please sign-in and leave your comments and/or concerns.

May 8, 2024

Z-24-08/V-24-08 / 306 Thompson Street

NAME	ADDRESS	COMMENTS
Kim Jager	2505 MILFORD LANE	OPPOSED TO THE LOOP IN THIS area - due to negative impact it will cause our community Academy Park
Sharon Cain	12564 Wexcroft Lane Alpharetta, GA	Opposed to Loop going in between Thompson St and Chriswick. Loss of tree cover, more erosion on creek will be the net result. Also a waste of taxpayer dollars.
TODD CAIN	12564 WEXCROFT LANE ALPHARETTA GA	OPPOSED TO THOMPSON ST ALPHA LOOP EXTENSION
Ed Pate	2421 Loxford Lane Alpharetta GA	Opposed to Alpha Loop extension - Concerned w/ Loss of Trees
Michael & Leslie Webb	12050 Dandridge Trace	Here to learn the options
Rita Breier Russell Breier	11720 Dandridge trace	opposed to Alpha Loop ^{extension} and 2 houses - No trees to be cut down

A tree fell on our house. Any trees cut down puts Academy Park at risk

Name	Address	Comments
Diane & Nick Grecco	310 Barbours King	Love the loop as shown for all of ALPHARETTA TO ENJOY.

Exhibit "E"

Summary of the Issues/Questions Raised and the Applicant's Responses during the Public Participation Process and Supporting Documents

Since the Applicant submitted its initial public participation report, the Applicant and its representatives have corresponded with the following interested parties and addressed the issues raised as described below:

A. Correspondence with Adjoining Property Owners

The Applicant held a meeting with Academy Park Home Owners Association on March 11, 2024.

Summary of Issues/Questions & Responses:

Issue #1: Where is the stormwater detention release point?

Response: The release point is north of the Chiswick detention pond.

Issue #2: A neighbor expressed concern over erosion on which is causing damage to trees.

Response: The Applicant will abide by the City's Tree Ordinance and the City's grading requirements during the development and construction of the Subject Property.

Issue #3: A neighbor requested a fence be installed on the Subject Property.

Response: The Applicant will take this under advisement.

B. Correspondence with Interested Parties

The Applicant attended the Community Zoning Information Meeting (CZIM) in Council Chambers at Alpharetta City Hall located at 2 Park Plaza, Alpharetta, GA 30009 on May 8, 2024.

Summary of Issues/Questions & Responses:

Issue #1: Neighbors expressed opposition to the AlphaLoop connection and the removal of trees to install the connection.

Response: The Applicant is required by City Ordinance to install the AlphaLoop connection. The Applicant has submitted a landscape plan and will adhere to the City's Tree Ordinance regarding the removal and replanting of trees and other vegetation in accordance with the landscaping plan.

Issue #2: Neighbors expressed concern regarding tree removal.

Response: The Applicant has submitted a landscape plan and will adhere to the City's Tree Ordinance regarding the removal and replanting of trees and other vegetation in accordance with the landscaping plan. The connection to the AlphaLoop has caused the Applicant to revise the landscaping plan to alter the location of plantings and trees in order to comply with the City's Tree Ordinance.

Issue #3: A neighbor expressed concern over stormwater and erosion.

Response: The Applicant will abide by all local, state, and federal regulations regarding stormwater maintenance and treatment.

Issue #4: A neighbor expressed support for the installation of the AlphaLoop connection.

Response: The Applicant is required by City Ordinance to install the AlphaLoop connection.

Issue #5: A neighbor expressed concern regarding the architecture of the homes.

Response: The Applicant will take this under advisement.

Issue #6: A neighbor expressed concern regarding the number of homes proposed.

Response: The Applicant will take this under advisement but is within the maximum density and lot size requirements for the proposed single family dwellings, detached.

From: [Cook, Kathi](#)
To: [Taylor, Elicia](#); [Woodman, Michael](#)
Subject: Fwd: Per CZIM tonight - Z-24-08/V-24-08
Date: Thursday, May 9, 2024 4:47:55 PM

Sent from my iPhone

Begin forwarded message:

From: "Merkel, Dan" <dmerkel@alpharetta.ga.us>
Date: May 9, 2024 at 6:13:46 AM EDT
To: "Cook, Kathi" <Kcook@alpharetta.ga.us>
Subject: Fwd: Per CZIM tonight - Z-24-08/V-24-08

Sent from my iPhone

Dan Merkel
Southern States Insurance
Councilman City of Alpharetta
404-513-9814

Begin forwarded message:

From: Mitch Copman [REDACTED]
Date: May 8, 2024 at 10:26:51 PM EDT
To: City Council and Mayor
<CityCouncilandMayor@alpharetta.ga.us>
Subject: Fw: Per CZIM tonight - Z-24-08/V-24-08

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- This is their first email to you.
- This is a personal email address.

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Re:306 Thomspson Street and AlphaLoop

Dear Alpharetta Mayor & City Council:

I am a resident of Academy Park who has been fully impacted by Chiswick (it's my backyard, literally and I get to listen to the tractor reverse warning sounds regularly). However, that said, I am grateful for the gate and AlphaLoop to Avalon. I use it often and am thankful for it being available to me.

The development being proposed next to Cheswick raised some concerns tonight at the CZIM. There is conflicting input regarding the AlphaLoop discussion due to the impact it may have on the tree buffer to Academy Park. One of our residents who is right next to that area had their house hit by a tree when that clear cut took out all the trees for the Chiswick community. We truly want to retain as much buffer there as possible.

I am very interested and supportive of the AlphaLoop connecting from its current Chiswick end to the entrance on Thompson. That said I am open to a compromise that expedites the completion of that connection (eliminating the "tiny lot" issues on Thompson St.) and apparently could save the city and contributors lots of tax dollars. It is my understanding the current plan to build a bridge is \$500k "ish" and the impact fees from Chiswick have been exhausted getting it to the current state. As beautiful as the current vision/plan maybe the impact/timeline to get that done could be years. It seems if we can look at connecting it up to the Thompson Street multi-use path that would resolve the tree buffer issue and reduce cost. Not quite the same wooded experience but a good option. That apparently will impede the impending two-house proposal. Additionally, as much as I personally like contemporary design and construction I don't see how the proposed style houses fit our area. Therefore, I stand against this proposal and recommend a compromise to connect the Alphaloop path.

Thank you for your dedication and service to our community.

Kind regards,

Mitch & Teresa Copman
11750 Dandliff Trace
Alpharetta, GA 30009



From: [Kevin Norton](#)
To: [Woodman, Michael](#)
Cc: [Kelley Rhino](#); [Cook, Kathi](#); [Todd Hager](#); [Paige Cunningham](#); [Chris Ryan](#); [Paul Corley](#)
Subject: 306 Thompson Street - Suggested Zoning Conditions from Empire
Date: Wednesday, May 29, 2024 10:06:23 AM

Michael – Good morning and thank you for speaking with me this morning regarding the 306 Thompson Street rezoning. Below are our suggested conditions to be added to your staff report. Should you have any questions to these conditions, please feel free to give me a call. I will also be sending these same conditions to Ethan Underwood at Miles Hansford since he is the applicant handling the rezoning.

1. The developer at 306 Thompson Street shall fully develop and build on the 306 Thompson Street property and not bring any construction equipment or materials through the Chiswick community property.
2. The developer at 306 Thompson Street shall be responsible for full development and perpetual maintenance of the Lot 2 access from western edge of existing Chiswick Circle (private street).
3. 306 Thompson developer and/or builder is not allowed to bring construction equipment or materials through the Chiswick property.
4. The developer at 306 Thompson Street shall be responsible for full design and replacement of the 3 existing parking spaces and storm/sewer structures on Chiswick Circle. The 3 existing parking spaces are exclusively for the use of the Chiswick Homeowners Association and are not to be used for the 306 Thompson Street property. This shall include the installation of required pervious pavers and under drains within the parking area as well as modifications to the stormwater management pond access serving the Chiswick community.
5. The developer at 306 Thompson Street shall be responsible for the removal and replacement of any irrigation and landscaping materials and making any other utility relocations to including streetlights, gas, electrical and communications impacted during the completion of 306 Thompson Street site improvements, including but not limited to existing mature trees affected by the design.
6. Upon the sale from developer/builder to an owner, the Lot 2 owner on the 306 Thompson Street property shall be responsible for an annual contribution to the Chiswick Homeowners Association in the amount of \$500, subject to an annual escalation of not more than 5%. An agreement between the 306 Thompson Street developer, its successors and assigns, and the Chiswick Homeowners Association (Chiswick HOA) allowing the Chiswick HOA to enforce payment of annual contributions with lien rights over the Lot 2 owner/parcel.

Thank you,

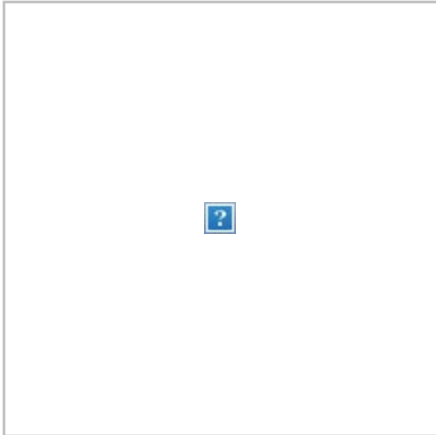
KEVIN NORTON P.E.

SENIOR VICE PRESIDENT, LAND DEVELOPMENT

T: 1-770-541-5250 M: 1-404-951-6546

D: 1-770-541-6910 F: 1-770-541-5251

KNORTON@EMPIRECOMMUNITIES.COM



EMPIRE COMMUNITIES™

5775 GLENRIDGE DRIVE BUILDING D, SUITE 350

ATLANTA, GEORGIA 30328

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Date – 5/29/2024

To: City of Alpharetta Planning Commission

Subject: 306 Thompson Street

Dear Sirs/Madame,

Academy Park Neighborhood Association is requesting that the Planning Commission make the following items conditions for approval for variance that will be reviewed on June 6, 2024.

Academy Park's southeast border property has been subject to damage from development in recent years, development which has endangered buildings due to loss of tree windbreak and caused significant erosion of the stream paralleling our building 44D. Our concern is predicated on the planned removal of over seventy mature trees from the 1.4-acre site.

The issues experienced by the residents of Academy Park were a direct result of the clear cutting of trees across 5+ acres for the Chiswick development. The damage includes a loss of tree windbreak, increased water runoff, and continued undermining of trees along, and in, the Academy Park property.

In February 2023, the toppling of a 60-foot tree that destroyed significant parts of a townhome in building 44D, miraculously missing the owners who were home at the time, can be attributed to the loss of tree windbreak from the Chiswick development ([see the attached figures 1 and 2](#)). Additionally, several trees were lost in our natural area following this incident. This cost the Association thousands of dollars in restoration, preventative tree work and insurance claims.

Stormwater management is also a significant concern given the amount of impervious surface the site plan depicts for the two new homes.

Based on historical development and lack of action by the City and Developers, Academy Park requests that the City include the following in any conditions allowing variance for this property:

1. Stormwater runoff infiltration/detention system shall be designed and installed so that the Post-Development Discharge from the subject property shall not exceed the Pre-Development Discharge for the 1 year through 100-year storm events and with a 10% reduction in existing release rates. The owner shall be required to perform annual stormwater/detention facility inspections that will be submitted to the City and made public for viewing by surrounding property owners.
2. Prior to a land disturbance permit on property, developer shall hire and pay for a licensed registered professional engineer(s) to conduct a photo journal of downstream

water bodies located within 500' of the property to determine baseline conditions. Developer shall fund a post-development photo journal by the same engineer(s), to be conducted within 90 days following the recording of the final plat for the last phase of the development. Developer shall remediate any siltation found by the photo journal over and above the predevelopment baseline that is caused by the development of the property and that is not the result of siltation that would have otherwise occurred absent the development of the property.

3. Developer shall install evergreen landscape material along Alpha Loop, with no impacts to existing trees, with final approval by Staff.

4. In order to address security concerns, the Developer shall install an 8' tall decorative fence with maintenance access gate along the common boundary of the subject property and Academy Park.

Until the requested actions are agreed to by the City and Developer, Academy Park cannot support his request for variance or for the development as cited, as there is no clear indication that this developer will not have detrimental impact on the property in our natural area and our residences.

Christofor Agassandian,
VP, Board of Directors




Figure 1.



Figure 2.

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY

Case #: Z-24-08/V-24-08

PH #: PHA240003

☐ Property Taxes & Code Violations Verified☐ Fee Paid Initial: _____

COMMUNITY DEVELOPMENT DEPARTMENT

2 PARK PLAZA

ALPHARETTA, GA 30009

1. This page should be the first page in each of your completed application packets.
2. It is preferred that all responses be typed. Illegible applications will not be accepted.
3. Prior to signing and submitting your application, please check all information supplied on the following pages to ensure that all responses are complete and accurate. Incomplete applications will not be accepted.
4. Payment of all applicable fees must be made at the time of application. Payment may be made via cash, credit card (American Express, Master Card or Visa), or check made payable to "City of Alpharetta." Please note that a 3% convenience fee will be added to all credit card transactions.
5. Applications will be accepted on the designated submittal dates between the hours of 8:30 AM and 3:30 PM.
6. If you have any questions regarding this form, please contact the Community Development Department by calling 678-297-6070.

Contact Information:

Contact Name: Miles Hansford, LLC

Telephone: 770-781-4100

Address 178 S. Main Street

Suite: 310

City Alpharetta

State: GA

Zip 30009

Fax: 770-781-9191

Mobile Tel: _____

Email: eunderwood@miles hansford.com / tfisher@miles hansford.com

Subject Property Information:

Address: 306 Thompson Street, Alpharetta, GA 30009

Current Zoning: R-12

District: 1

Section: 2

Land Lot: 802

Parcel ID: 12 284108020053

Proposed Zoning: DT-LW

Current Use: Single Family Dwelling, Detached

This Application For *(Check All That Apply)*

☐ Conditional Use☐ Master Plan Amendment☐ Comprehensive Plan Amendment☒ Rezoning☐ Master Plan Review☒ Variance☐ Public Hearing☐ Exception☐ Other *(Specify):* _____

APPLICANT REQUEST AND INTENT

What is the proposed use(s) of the property?

The Applicant proposes to develop two single-family dwellings upon the Subject Property.

Applicant's Request (Please itemize the proposal):

The applicant requests to rezone the Subject Property from R-12 to DT-LW with the following variances:

1. Eliminate the requirement for a street facing garage to be recessed a minimum distance of 20 feet behind the building façade. (UDC § 2.4.6(C)).
2. Allow on-site parking between a building and a street. (UDC § 2.7.2).
3. Allow for Contemporary Style Single Family Detached Dwelling(s) to be constructed on the property. (UDC § 2.8.7 (C)).

Applicant's Intent *(Please describe what the proposal would facilitate).*

Approval of the Applicant's Proposal will allow development aesthetically attractive residences that complement the surrounding Thompson Street Community.

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: 306 Thompson Street, LLC - Galal "Jay" Farhat

Telephone: 770-355-3847

Address: 203 N Esplanade

Suite:

City Alpharetta

State: GA

Zip: 30009

Authorization:

I do solemnly swear and attest, subject to criminal penalties for false swearing, that I am the legal owner, as reflected in the records of Fulton County, Georgia, of the property identified below, which is the subject of the attached Application for Public Hearing before the City of Alpharetta, Georgia.

As the legal owner of record of the subject property, I hereby authorize the individual named below to act as the applicant in the pursuit of the Application for Public Hearing in request of the items indicated below.

- | | |
|---|--|
| ☐ Annexation | ☐ Special Use |
| ☒ Rezoning | ☐ Conditional Use |
| ☒ Variance | ☐ Master Plan |
| ☐ Land Use Application | ☐ Other |

Property Owner's Authorized Applicant (if applicable):

Name of Authorized Applicant: Miles Hansford, LLC

Telephone: 770-781-4100

Address: 178 S. Main Street

Suite: 310

City Alpharetta

State: GA

Zip: 30009

So Sworn and Attested:

Owner Signature:

Galal "Jay" Farhat

Date:

1/19/24

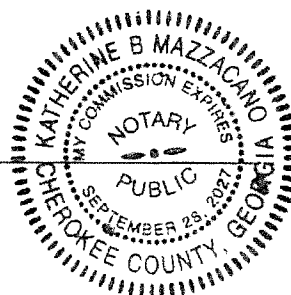
Notary: Katherine Mazzacano

Notary Signature:

Katherine Mazzacano

Date:

January 19, 2024



DISCLOSURE FORM

The Official Code of Georgia Annotated requires disclosure of campaign contributions to government officials by an applicant or opponent of a rezoning or public hearing petition (O.C.G.A. 36-67 A-1).

Applicants must file this form with the City of Alpharetta Community Development Department within ten (10) days after filing for rezoning or public hearing. Opponents to a rezoning or public hearing petition must file this form five (5) days prior to the Planning Commission meeting at which the subject rezoning or public hearing petition is scheduled to be heard.

Name of Applicant or Opponent: Galal "Jay" Farhat

Subject Public Hearing Case: _____

Campaign Contribution Information:

Please provide the requested information for each contribution with a dollar amount or value of \$250 or more made within the past two (2) years to an Alpharetta Official by the individual identified above. Please use a separate form for each Alpharetta Official to whom such a contribution has been made.

If the individual identified above has made no such contributions to an Alpharetta Official within the past two (2) years, please indicate this by entering "N/A" on the appropriate lines below.

Name of Official: N/A Position: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

I do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Disclosure Form is true and accurate and that I have disclosed herein any and all campaign contributions made to an Official of the City of Alpharetta, Georgia in accordance with O.C.G.A. 36-67 A-3.

Signature: _____

Galal "Jay" Farhat

Date: _____

1/19/24

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

This Proposal to rezone to DT-LW for two single-family dwellings on 1.148 acres is compatible with the surrounding properties because the surrounding properties are also zoned for residential development. The Future Development Map shows the Subject Property in the Mixed Use Live Work category within the Downtown Overlay District, where the DT-LW zoning classification is an appropriate category. The adjacent properties to the west, south, and east are in the Mixed Use Live Work category as well, and the adjacent property to the north is in the Medium Density Residential category. The Proposal to rezone to DT-LW is therefore consistent with the medium- to high-density residential development that either already exists or is anticipated on the surrounding properties.

How will this proposal affect the use and value of the surrounding properties?

This Proposal will positively affect the use and value of the surrounding residential properties. The use of the surrounding properties will be enhanced by the interconnectivity provided to the sidewalk along Thompson Street along the southern end of the Subject Property. The value of the surrounding properties will be enhanced by the Subject Property's high-end residences and premium site design.

Can the property be developed for a reasonable economic use as currently zoned? Please explain why or why not.

No. The Subject Property cannot be developed for a reasonable economic use as currently zoned, because the current zoning, R-12, would yield half as many dwellings, making development cost-prohibitive based on current and anticipated development costs.

What would be the increase to population and traffic if the proposal were approved?

The increase to population if the Proposal were approved would be minor: approximately 5 people (assuming 2.5 people per residence). The increase to traffic would be minor as well: approximately 12 trips per 24 hours (2 residences multiplied by 5.75 vehicle trips per residence per 24 hours equals 12 vehicle trips per 24 hours). A Trip Generation Report analyzing the projected effects of the Proposal on traffic is submitted with this Application, and incorporated by reference.

What would be the impact to schools and utilities if the proposal were approved?

The impact to schools would be minimal. The number of new students that will live at the Subject Property is estimated to be approximately 2 (assuming 0.75 students per residence) spread across all grades. With regard to public utilities, sanitary sewer, water, natural gas, electricity and cable are available to the Subject Property. The impact on public utilities will be in keeping with growth projected by utility providers.

How is the proposal consistent with the Alpharetta Comprehensive Plan; particularly the Future Land Use Map?

The Proposal is consistent with the Alpharetta Comprehensive Plan and the Future Land Use Map/Future Development Map. The Future Development Map shows the Subject Property in the Mixed Use Live Work land use category within the Downtown Overlay District, where the proposed DT-LW zoning category is an approved category. Up to 8 residential units per acre is allowed in the DT-LW zoning category, and the Proposal calls for only 1.74 units per acre.

Are there existing or changing conditions which affect the development of the property and support the proposed request?

Yes. The Subject Property is located near the Avalon development, where high-quality, high-density residential products already exist and are being added. Also, several nearby properties have already been rezoned to the DT-LW zoning category. Presumably, other nearby and adjacent properties will also be rezoned to DT-LW. Thus, rezoning the Subject Property to the DT-LW zoning category will ensure that high-quality development consistent with nearby and adjacent properties continues as envisioned in the Alpharetta Comprehensive Plan.

On a separate sheet or sheets, please provide any information or evidence that supports your request and the statements that you have provided in this application.

BOARD OF ZONING APPEALS REVIEW CRITERIA

Please respond to the following ONLY if you are applying for a zoning variance.

Variance #1

Are there extraordinary and exceptional conditions pertaining to the subject property because of its size, shape, or topography? Please describe them.

Yes, regarding City of Alpharetta UDC § 2.4.6(C). The narrow shape, size, and topography of the property, and the resulting setbacks and landscaping requirements along the boundary lines, substantially limit the buildable area of the subject property and necessitate placement of the structures in the locations proposed by the Applicant. Unless the proposed variance is approved, the narrowness of the Subject Property will not allow for construction of the proposed housing type and architectural designs.

Would the application of the Zoning Code standards as they relate to the subject property create an unnecessary hardship? Please explain.

Yes. The application of the UDC standards for the Downtown Overlay would create an unnecessary hardship for the Subject Property. Based upon the shape and size of the Subject Property, strict conformity to the requirement to offset garage doors 20 feet behind the front façade would prevent the reasonable economic development of the Subject Property (i.e. using the proposed housing type and architectural design).

Are there conditions that are peculiar to the subject property? Please describe them in detail.

Yes. The narrow shape, size, and topography of the property, and the resulting setbacks and landscaping requirements along the boundary lines, substantially limit the buildable area of the subject property and necessitate placement of the structures in the locations proposed by the Applicant.

Would relief, if granted, cause substantial detriment to the public good or impair the purpose and intent of the Zoning Code? Please defend your response.

No. The requested variance would not cause substantial detriment to the public good or impair the purpose and intent of the UDC. The variance is minimum necessary to facilitate the proposed project. The project will accomplish the intent of the UDC provision at issue, which is to provide superior aesthetic appeal, wall articulation (rather than monolithic facades), and encourage walkability within the project and surrounding area.

On a separate sheet or sheets, please provide any information or evidence that supports your request and the statements that you have provided in this application.

BOARD OF ZONING APPEALS REVIEW CRITERIA

Please respond to the following ONLY if you are applying for a zoning variance.

Variance #2

Are there extraordinary and exceptional conditions pertaining to the subject property because of its size, shape, or topography? Please describe them.

Yes, regarding City of Alpharetta UDC § 2.7.2. The narrow shape, size, and topography of the property, and the resulting setbacks and landscaping requirements along the boundary lines, substantially limit the buildable area of the subject property and necessitate placement of the structures in the locations proposed by the Applicant. Unless the proposed variance is approved, the narrowness of the Subject Property will not allow for construction of the proposed housing type and architectural designs.

Would the application of the Zoning Code standards as they relate to the subject property create an unnecessary hardship? Please explain.

Yes. The application of the UDC standards for the Downtown Overlay would create an unnecessary hardship for the Subject Property. Based upon the shape and size of the Subject Property, strict conformity to the requirement of no on-site parking between the building and the street would prevent the reasonable economic development of the Subject Property (i.e. using the proposed housing type and architectural design).

Are there conditions that are peculiar to the subject property? Please describe them in detail.

Yes. The narrow shape, size, and topography of the property, and the resulting setbacks and landscaping requirements along the boundary lines, substantially limit the buildable area of the subject property and necessitate placement of the structures in the locations proposed by the Applicant.

Would relief, if granted, cause substantial detriment to the public good or impair the purpose and intent of the Zoning Code? Please defend your response.

No. The requested variance would not cause substantial detriment to the public good or impair the purpose and intent of the UDC. The variance is minimum necessary to facilitate the proposed project. The project will accomplish the intent of the UDC provision at issue, which is to provide superior aesthetic appeal, wall articulation (rather than monolithic facades), and encourage walkability within the project and surrounding area.

On a separate sheet or sheets, please provide any information or evidence that supports your request and the statements that you have provided in this application.

BOARD OF ZONING APPEALS REVIEW CRITERIA

Please respond to the following ONLY if you are applying for a zoning variance.

Variance #3

Are there extraordinary and exceptional conditions pertaining to the subject property because of its size, shape, or topography? Please describe them.

Yes, regarding City of Alpharetta UDC § 2.8.7(C). The narrow shape, size, and topography of the property, and the resulting setbacks and landscaping requirements along the boundary lines, substantially limit the buildable area of the subject property and necessitate placement of the structures in the locations proposed by the Applicant. Unless the proposed variance is approved, the narrowness of the Subject Property will not allow for construction of the proposed housing type and architectural designs.

Would the application of the Zoning Code standards as they relate to the subject property create an unnecessary hardship? Please explain.

Yes. The application of the UDC standards for the Downtown Overlay would create an unnecessary hardship for the Subject Property. Based upon the shape and size of the Subject Property, strict conformity to the requirement of architectural styles between the building and the street would prevent the reasonable economic development of the Subject Property (i.e. using the proposed housing type and architectural design).

Are there conditions that are peculiar to the subject property? Please describe them in detail.

Yes. The narrow shape, size, and topography of the property, and the resulting setbacks and landscaping requirements along the boundary lines, substantially limit the buildable area of the subject property and necessitate placement of the structures in the locations proposed by the Applicant. Additionally, the Applicant is proposing architectural diversity while using high quality materials compatible with adjacent and surrounding properties.

Would relief, if granted, cause substantial detriment to the public good or impair the purpose and intent of the Zoning Code? Please defend your response.

No. The requested variance would not cause substantial detriment to the public good or impair the purpose and intent of the UDC. The variance is minimum necessary to facilitate the proposed project. The project will accomplish the intent of the UDC provision at issue, which is to provide superior aesthetic appeal, wall articulation (rather than monolithic facades), and encourage walkability within the project and surrounding area.

On a separate sheet or sheets, please provide any information or evidence that supports your request and the statements that you have provided in this application.

SIGN VARIANCE REVIEW CRITERIA

Are there exceptional conditions pertaining to the property where the sign is to be located as a result of the property size, shape, or topography which are not applicable to other lands or structures in the area? If "yes," please explain.

☐ Yes N/A

☐ No

Would the applicant be deprived of rights that are commonly enjoyed by others similarly situated? If "yes," please explain.

☐ Yes N/A

☐ No

Would granting the variance confer on the applicant any significant privileges which are denied to others similarly situated? If "yes," please explain.

☐ Yes N/A

☐ No

Are the exceptional circumstances the result of actions of the applicant or the applicant's representatives? If "yes," please explain.

N/A

☐ Yes

☐ No

Is the requested variance the minimum necessary to allow the applicant to enjoy rights commonly enjoyed by others similarly situated? If "no," please explain.

☐ Yes N/A

☐ No

Would granting of the variance violate more than one standard of the Unified Development Code? If "yes," please explain.

☐ Yes N/A

☐ No

Would granting the variance result in allowing a sign that interferes with road or highway visibility or obstruct or otherwise interfere with the safe and orderly movement of traffic? On a separate sheet or sheets, please defend your response.

☐ Yes ☐ No

CITIZEN PARTICIPATION FORM - PART A

This form must be completed and submitted with the applicant's completed Public Hearing Application. Applications submitted to the City of Alpharetta without a completed Citizen Participation Form - Part A will not be accepted.

Public Hearing or Project Name: 306 Thompson Street

Contact Name: Miles Hansford, LLC - J. Ethan Underwood Telephone: 770-781-4100

The following people will be notified of this application and provided information describing the subject proposal. Please note that ALL adjoining property owners MUST be notified. Use additional pages as needed.

Owners of Properties located within 500 ft. of the Subject Property

Affected government departments

City officials

Interested parties noted on any list provided by the City

Method by which these individuals will be contacted. Please mark all that apply. *If you select "Other," please provide a description of the method of contact that will be used.*

- | | |
|--|--|
| ☒ Letter | ☐ Personal Visits |
| ☐ Telephone | ☒ Group Meeting |
| ☐ Email | ☒ Other (Please Specify) |

CZIM

Please describe the method(s) by which these individuals will have the opportunity to respond or contact the applicant with questions or concerns about the proposal.

Individuals can contact Ethan Underwood via telephone at 770-781-4100 or via email eunderwood@miles hansford.com as well as during the public participation process.

LENKE MARK E & LAURIE L
12110 DNACLIFF TRCE
ALPHARETTA GA 30009

DUNNING MARINA & DUNNING TIMOTHY
11725 DANCLIFF TRC
ALPHARETTA GA 30009

DORSKY ROBERT B JR & DORSKY LYDIA T
11790 DANCLIFF TRC
ALPHARETTA GA 30009

KONKEL JOHN & STUMPE BEATE
12120 DANCLIFF TRCE
ALPHARETTA GA 30009

KROENKE STEVEN J
11735 DANCLIFF TRCE
ALPHARETTA GA 30009-8738

WHITAKER MALAIKA
11800 DANCLIFF TRC
ALPHARETTA GA 30009

GOULD DAVID S
11920 DANCLIFF TRCE
ALPHARETTA GA 30009

FELDER PATRICK W
11745 DANCLIFF TRCE
ALPHARETTA GA 30009

ALDORT HENRY A
11810 DANCLIFF TRCE
ALPHARETTA GA 30009

IRACE HENRY E JR & MARGARET M
11950 DANCLIFF TRCE
ALPHARETTA GA 30009-8737

HARTMAN DAVID P & MARY W
11785 DANCLIFF TRCE
ALPHARETTA GA 30009-8738

MC DONALD VIRGINIA O
11990 DANCLIFF TRC
ALPHARETTA GA 30009

EDWARDS THOMAS J & ALLISON
11960 DANCLIFF TRCE
ALPHARETTA GA 30009-8737

NEWTON TERRY & NEWTON WILLIAM
11795 DANCLIFF TRC
ALPHARETTA GA 30009

ROSNER MARK & JILL B
12000 DANCLIFF TRACE
ALPHARETTA GA 30004

MAGRUDER SAM W JR & CAROLYN J
11970 DANCLIFF TRC
ALPHARETTA GA 30009

REVOCABLE LIVING TRUST OF DIANE MA
CIEIK
11740 DANCLIFF TRCE
ALPHARETTA GA 30009

COONEY ARTHUR COONEY JOAN
12010 DANCLIFF TRCE
ALPHARETTA GA 30009

MILLER DENISE A
11925 DANCLIFF TRCE
ALPHARETTA GA 30009-8740

COPMAN TERESA ANN & COPMAN MITCHEL
L ALAN
11750 DANCLIFF TRC
ALPHARETTA GA 30009-8735

ROBERTON WALL KAREN K & RAINSFORD
JAMES J
12020 DANCLIFF TRC
ALPHARETTA GA 30009

WOLF JEANNE ELIZABETH
11935 DANCLIFF TRC
ALPHARETTA GA 30009

DEWEERD GARY A
11760 DANCLIFF TRCE
ALPHARETTA GA 30009

RICHARD JOHN F & RICHARD KAREN A
11680 DANCLIFF TRC
ALPHARETTA GA 30005

MARTHA STROH REVOCABLE TRUST THE
11945 DANCLIFF TRCE
ALPHARETTA GA 30009

CLELAND DAVID C & CLELAND JOANNE W
11770 DANCLIFF TRC
ALPHARETTA GA 30009

CONTE RICHARD E & ROBERTA J
11690 DANCLIFF TRCE
ALPHARETTA GA 30009

RAY ANGELIA
11715 DANCLIFF TRCE
ALPHARETTA GA 30009

WEIRBACH STEPHEN J & PECK BRENDA J
11780 DANCLIFF TRC
ALPHARETTA GA 30009

SHAW JOHN
11700 DANCLIFF TRCE
ALPHARETTA GA 30009

FOWLER WILLIAM M & FOWLER PAMELA J
11710 DANCLIFF TRC
ALPHARETTA GA 30009

EA HOMES LP
5757 GLENRIDGE DR BLDG/STE D350
ATLANTA GA 30328

EA HOMES LP
5775 GLENRIDGE DR BLDG/STE D350
ATLANTA GA 30328

BREIER RUSSELL & RITA
11720 DANCLIFF TRCE
ALPHARETTA GA 30009

EA HOMES LP
5757 GLENRIDGE DR BLDG/STE D350
ATLANTA GA 30328

EA HOMES LP
5757 GLENRIDGE DR BLDG/STE D350
ATLANTA GA 30328

NORWOOD DARRIN
11830 DANCLIFF TRCE
ALPHARETTA GA 30009

SAHAR INVESTMENTS LLC
8740 RHAPSODY LANE
CUMMING GA 30041

EA HOMES LP
5757 GLENRIDGE DR BLDG/STE D350
ATLANTA GA 30328

HARRISON SCOTT W & HARRISON SARA J
11840 DANCLIFF TRC
ALPHARETTA GA 30009

306 THOMPSON STREET LLC
203 N ESPLANADE
ALPHARETTA GA 30009

EA HOMES LP
5775 GLENRIDGE DR BLDG/STE D350
ATLANTA GA 30328

MOORE CAROLYN MEREDITH
11850 DANCLIFF TRC
ALPHARETTA GA 30009

EA HOMES LP
5757 GLENRIDGE DR BLDG/STE D350
ATLANTA GA 30328

CITY OF ALPHARETTA GEORGIA
2 S MAIN ST
ALPHARETTA GA 30009

RIDLEY DAVID T & PEGGY J
11860 DANCLIFF TRCE
ALPHARETTA GA 30009

EA HOMES LP
5757 GLENRIDGE DR BLDG/STE D350
ATLANTA GA 30328

EA HOMES LP
5775 GLENRIDGE DR BLDG/STE D350
ATLANTA GA 30328

CUBIT III LLC
8740 ISLESWORTH CT
DULUTH GA 30097

EA HOMES LP
5757 GLENRIDGE DR BLDG/STE D350
ATLANTA GA 30328

ACADEMY PARK NEIGHBORHOOD ASSN INC
12102 DANCLIFF TRC
ALPHARETTA GA 30009

SAHAR INVESTMENTS LLC
8740 RHAPSODY LANE
CUMMING GA 30041

PSV LLC
P O BOX 1385
ALPHARETTA GA 30009

ACADEMY PARK NEIGHBORHOOD ASSOC INC
12102 DANCLIFF TRC
ALPHARETTA GA 30009

DRM ESTATE LLC
12570 PINDELL CIR
ALPHARETTA GA 30004

PSV LLC
P O BOX 1385
ALPHARETTA GA 30009

ACADEMY PARK NEIGHBORHOOD ASSOCIAT
ION INC
12102 DANCLIFF TRC
ALPHARETTA GA 30009

EA HOMES LP
5775 GLENRIDGE DR BLDG/STE D350
ATLANTA GA 30328

EA HOMES LP
5775 GLENRIDGE DR BLDG/STE D350
ATLANTA GA 30328

DEVELOPMENT AUTHORITY OF FULTON CO
UNTY
10525 VISTA SORRENTO PKWY STE 110
SAN DIEGO CA 92121

DUVALL FAMILY TRUST THE
128 GRAND CRESCENT
ALPHARETTA GA 30009

REFAI BASEL & KOUDSI NOURA
422 CONCORD ST
ALPHARETTA GA 30009

FANCHER JOE D & FANCHER THERESA B
432 CONCORD ST
ALPHARETTA GA 30009

FRAIL FAMILY LIVING TRUST THE
130 GRAND CRES
ALPHARETTA GA 30009

COFFEY BRUCE & SUSAN
424 CONCORD ST
ALPHARETTA GA 30009

MIRSKY BURT S & MIRSKY RUTH BARBARA
384 CONCORD ST
ALPHARETTA GA 30009

KIDD STEVE & VIKIRA
132 GRAND CRES
ALPHARETTA GA 30009

PATEL NIMISHA
408 CONCORD ST
ALPHARETTA GA 30009

BROWN KEVIN T & BROWN MICHELE R
416 CONCORD ST
ALPHARETTA GA 30009

CHUNARA SHEHZAAN & ZAINAB
120 GRAND CRES
ALPHARETTA GA 30009

KIRKUP DAVID C & JOSEPHINE KIM
426 CONCORD ST
ALPHARETTA GA 30009

RIGGINS BRIAN
386 CONCORD ST
ALPHARETTA GA 30009

DOZIER TERRY S & DOZIER CATHERINE R
142 GRAND CRES
ALPHARETTA GA 30009

STOKES MAYLON SCOTT & JANA BOYD
410 CONCORD ST
ALPHARETTA GA 30009

RUTLEDGE CINDI
418 CONCORD ST
ALPHARETTA GA 30009

HILL ANDREW CASEY & TERESA
136 GRAND CRES
ALPHARETTA GA 30022

SULLIVAN DANN P
428 CONCORD ST
ALPHARETTA GA 30009

FARMER MEGHAN & BOWLES COREY
388 CONCORD ST
ALPHARETTA GA 30009

LIU EDDIE C & KYEONG A
140 GRAND CRES
ALPHARETTA GA 30009

MABRY JAMES MICHAEL & NANCY LOU
412 CONCORD ST
ALPHARETTA GA 30009

ATKINSON TREVOR
420 CONCORD ST
ALPHARETTA GA 30009

WILSON RICHARD J & LYNN K
138 GRAND CRES
ALPHARETTA GA 30009

RANGANATHAN BALAMOUGAN & BALAMO
UROUGAN USHA
430 CONCORD ST
ALPHARETTA GA 30009

PARKER MICHAEL K
390 CONCORD ST
ALPHARETTA GA 30009

HANDLER GARY & CYNTHIA W
144 GRAND CRES
ALPHARETTA GA 30009

GUO YUANTA & RUAN LAN
382 CONCORD ST
ALPHARETTA GA 30009

GUPTA MANISH K
372 CONCORD ST
ALPHARETTA GA 30009

MEREDITH MICHAEL R & MEREDITH KIMBERLY J
1210 ANGEL POND E
GREENSBORO GA 30642

FERRARA DOMINICK JR & MELISSA HOLLY
414 CONCORD ST
ALPHARETTA GA 30009

FUSSELL THURMAN TROY & HYONHUI KWON
392 CONCORD ST
ALPHARETTA GA 30009

WERTZ JEFFREY KENNETH & LANA M 370 CONCORD ST ALPHARETTA GA 30009	MALCOLM JEFFERY K & ONYEMA A 281 THOMPSON ST ALPHARETTA GA 30009	PULTE HOME CORPORATION 2475 NORTHWINDS PKWY STE 600 ALPHARETTA GA 30009
Kaelin Melissa Jeanne 297 THOMPSON ST ALPHARETTA GA 30009	CARPENTER MICHAEL & CARPENTER MARY JO 277 THOMPSON ST ALPHARETTA GA 30009	PULTE HOME CORPORATION 2475 NORTHWINDS PKWY STE 600 ALPHARETTA GA 30009
LIGHT GEOFFREY & DANA 368 CONCORD ST ALPHARETTA GA 30009	SEXTON DANIEL LEE & SEXTON MARY JEAN 273 THOMPSON ST ALPHARETTA GA 30009	MICHAELS PHILLIP 101 MEETING ST ALPHARETTA GA 30009
BOYD GREGG WARREN & JOHANNA DEKKER 366 CONCORD ST ALPHARETTA GA 30009	NIELSEN RENE G & WIGGINS PEGGY LADALE 269 THOMPSON ST ALPHARETTA GA 30009	HART STEPHEN EUGENE & HART LORI F 156 GRAND CRES ALPHARETTA GA 30009
JACOBSEN JOSEPH & JILL 364 CONCORD ST ALPHARETTA GA 30009	ROBERT & SUSAN RUPPEL REVOCABLE LIVING TRUST THE 261 THOMPSON ST ALPHARETTA GA 30009	HOLBROOK ALFRED SAMSON III 154 GRAND CRES ALPHARETTA GA 30009
CORYER ERIC 293 THOMPSON ST ALPHARETTA GA 30009	265 THOMPSON STREET LLC 2660 BETHANY CHURCH RD ALPHARETTA GA 30004-4558	SMITH ADRIAN 4301 BRUNELLO PL SUMMERFIELD NC 27358
MCCAULEY EDWARD F & MARY KAY 362 CONCORD ST ALPHARETTA GA 30009	BEAM BRIAN KEITH & SONYA DENISE 257 THOMPSON ST ALPHARETTA GA 30009	MINNICK MICHELE BROOM 150 GRAND CRES ALPHARETTA GA 30009
PULTE HOME CORPORATION 2475 NORTHWINDS PKWY STE 600 ALPHARETTA GA 30009	CHAVARRIA FERNANDO & CHAVARRIA ROSA 253 THOMPSON ST ALPHARETTA GA 30009	AVALON RESIDENTIAL COMMUNITY ASSOCIATION INC 1465 NORTHSIDE DR NW 128 ATLANTA GA 30318
AUBERT EDWARD & SHARON JEAN 289 THOMPSON ST ALPHARETTA GA 30009	HODSDON PATRICIA & MARK 249 THOMPSON ST ALPHARETTA GA 30009	DEVELOPMENT AUTHORITY OF FULTON COUNTY 2200 AVALON BLVD ALPHARETTA GA 30009
PECQUEUR ANDRE JUSTIN & FU KING FEI 285 THOMPSON ST ALPHARETTA GA 30009	STIMSON JOHN H 245 THOMPSON ST ALPHARETTA GA 30009	LIBERTY PARK VILLAGE LLC 5100 PEACHTREE PKWY STE 200 NORCROSS GA 30092

LIBERTY PARK VILLAGE LLC
5100 PEACHTREE PKWY STE 200
NORCROSS GA 30092

STEVEN & SHELLY SHIFFMAN REVOCABLE
TRUST THE
376 CONCORD ST
ALPHARETTA GA 30009

BATISTA CARLOS M & BATISTA ALMA
394 CONCORD ST
ALPHARETTA GA 30009

LATHAM KIMBERLY J
378 CONCORD ST
ALPHARETTA GA 30009

LUXURY PROPERTIES INVESTMENT LLC
510 BROOK MANOR DR
ALPHARETTA GA 30022

WILSON JAMES M & RISA
380 CONCORD ST
ALPHARETTA GA 30009

WECONNECT LLC
398 CONCORD ST
ALPHARETTA GA 30009

FOUNDRY NEIGHBORHOOD ASSOCIATION I
NC
675 PACES FERRY RD SE STE 125
ATLANTA GA 30339

WEIS EDWARD H & ELAINE JOYCE
400 CONCORD ST
ALPHARETTA GA 30009

EA HOMES LP
5775 GLENRIDGE DR BLDG/STE D 350
ATLANTA GA 30328

ANNAPRAGADA SUBRAMANYARAVI & PADMA
VATHI
402 CONCORD ST
ALPHARETTA GA 30009

EA HOMES LP
131 ROSWELL ST
ALPHARETTA GA 30009

WANG XIUYING
404 CONCORD ST
ALPHARETTA GA 30009

KENNETT KELLY B & MARY H
406 CONCORD ST
ALPHARETTA GA 30009

FOUNDRY NEIGHBORHOOD ASSOCIATION I
NC
675 PACES FERRY RD SE STE 125
ATLANTA GA 30339

CABRERA GREG R & LISA
374 CONCORD ST
ALPHARETTA GA 30009

DETAILED TAX SUMMARY



City of Alpharetta

TAX YEAR: 2023 ▼

Owner Name

306 THOMPSON STREET LLC

Parcel Identification

12 -2841-0802-005-3

Account Number

0712396

Property Location

306 THOMPSON STREET

Tax District

10 - ALPHARETTA

Fair Market Value

438,900

Assessed Value

175,560

Temporary Assessment

Not Found

City Exemption:

County Exemption:

<u>Levies</u>	<u>Assessment</u>	<u>Exemptions</u>	<u>Net Assessment</u>	<u>X</u>	<u>Net Rate</u>	<u>State Credit</u>	<u>TAX</u>
Fulton Cycle							
FULTON BONDS	175,560	0	175,560	X	.000180	\$0.00	\$31.60
FULTON OPER	175,560	0	175,560	X	.008870	\$0.00	\$1,557.22
FULTON SCHOOL GEN	175,560	0	175,560	X	.017140	\$0.00	\$3,009.10
INTEREST							\$0.00
PENALTIES/FEES							\$0.00
Last Payment: 10/17/2023			Total Amount Billed				\$4,597.92
			Less Amount Paid				\$4,597.92
			Total Due				\$0.00
City of Alpharetta Cycle							
INTEREST							\$0.00
PENALTIES/FEES							\$0.00
Last Payment: Not Found			Total Amount Billed				\$0.00
			Less Amount Paid				\$0.00
			Total Due				\$0.00

Property owners with current legal matters, such as bankruptcy or foreclosure, must contact the Tax Commissioner's office at (404) 613-6100 for the official balance due on their parcel(s).

[Return to Tax Bill](#) | [Return to Search Results](#)



Real Estate

View Bill

As of 12/27/2023
Bill Year 2023
Bill 2307861
Owner 306 THOMPSON STREET LLC
Parcel ID 12 -2841-0802-005-3

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	12/1/2023	\$1,009.47	\$1,009.47	\$0.00	\$0.00	\$0.00
TOTAL		\$1,009.47	\$1,009.47	\$0.00	\$0.00	\$0.00

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Miles Hansford, LLC
ATTORNEYS AT LAW

202 Tribble Gap Road · Suite 200 · Cumming, GA 30040
178 S Main Street · Suite 310 · Alpharetta, GA 30009
Phone 770.781.4100

MilesHansford.com

J. Ethan Underwood
eunderwood@MilesHansford.com

February 1, 2024

CAMPAIGN DISCLOSURE

Applicant:	Galal "Jay" Farhat
Subject Property:	306 Thompson Street, Alpharetta, GA 30009, Designated as Fulton County Parcel ID No. 12 284108020053
Proposed Action:	Rezoning with Variances
Current Zoning:	R-12 – Dwelling, 'For-Sale', Detached Residential
Proposed Zoning:	DT-LW – Downtown Live-Work
Proposed Use:	2 Single Family Dwellings, Detached
ROW Access:	Thompson Street

To Whom It May Concern:

Pursuant to Section 36-67A-3 of the Official Code of Georgia Annotated, adopted by the Georgia General Assembly, effective July 1, 1986, please be advised that as of the date of this letter, Miles Hansford, LLC has made the following campaign contributions to local officials of the Governing Jurisdiction:

- **January 3, 2022 - \$500 to Councilman Donald Mitchell**
- **April 26, 2023 - \$500 to Councilman Fergal Brady**
- **May 3, 2023 - \$500 to City Councilman John Hipes**

This letter constitutes the disclosure of campaign contributions with respect to the above-referenced application.

Sincerely,

Ethan Underwood
Attorney for Applicant



RESERVATION OF CONSTITUTIONAL AND OTHER LEGAL RIGHTS

Applicant:	Galal “Jay” Farhat
Subject Property:	306 Thompson Street, Alpharetta, GA 30009, Designated as Fulton County Parcel ID No. 12 284108020053
Proposed Action:	Rezoning with Variances
Current Zoning:	R-12 – Dwelling, ‘For-Sale’, Detached Residential
Proposed Zoning:	DT-LW – Downtown Live-Work
Proposed Use:	2 Single Family Dwellings, Detached
ROW Access:	Thompson Street

This Reservation of Constitutional and Other Legal Rights (“the Reservation”) is intended to supplement and form a part of the land use application (including any request for zoning, conditional use permit, site plan approval, and variances) (collectively, the “Application”) of the Applicant and the owners of the Subject Property (collectively, the “Owner”) and to put the Governing Jurisdiction on notice of the Applicant’s assertion of its constitutional and legal rights.

The Applicant has filed a timely application, has provided all required information and has submitted the appropriate application fees. The Application meets all judicial and statutory requirements for approval.

The Applicant objects to the standing of any opponents who are not owners of land adjoining the Subject Property and to the consideration by the Governing Jurisdiction of testimony or evidence presented by any party without standing in making its decision regarding the Application. The Applicant also objects to the consideration of testimony or evidence that is hearsay, violates any applicable rules of procedure or evidence, or that is presented by any party who fails to comply with notice and campaign disclosure requirements.

The Current Zoning (and/or zoning conditions) of the Subject Property is unconstitutional and deprives the Subject Property and all viable economic use thereof. The Proposed Use is the only viable economic use of the Subject Property, and the Governing Jurisdiction has deemed this Application necessary to allow the Proposed Use. As such, the Applicant and Owner file this Application for the purpose of changing the Current Zoning (and/or zoning conditions and requesting variances) to facilitate the Proposed Use, and to exhaust administrative remedies in the event the Application is denied. As such, the filing of this application is not an admission of the need for any such approval of the Applicant’s right to develop the property. The Applicant and Owner reserve the right to challenge the Current Zoning and any zoning conditions and other restrictions affecting the Subject Property.

Denial of the Application or approval of the Application in any form that is different than as requested by the Applicant will impose a disproportionate hardship on the Applicant and Owner of the Subject Property without benefiting any surrounding property owners. There is no reasonable use of the Subject Property

other than as proposed by the Application and no resulting benefit to the public from denial of or modification to the Application.

Any provisions in the applicable land use, subdivision, and /or zoning ordinances (collectively the "Zoning Ordinance") that classify, or may classify, the Subject Property into any of the non-requested zoning or use classifications, including the Proposed Zoning District and Proposed Use at a density or intensity less than that requested by the Applicant, are unconstitutional in that they constitute a taking of the Applicant's and Owner's property rights without first paying fair, adequate, and just compensation for such rights in violation of Article I, Section III, Paragraph I of the Georgia Constitution of 1983, as amended and the Fifth and Fourteenth Amendments to the Constitution of the United States.

The Subject Property is suitable for development as proposed in the Application and it is not suitable for development under any other zoning classification, use, or at a density or intensity less than that requested by the Applicant. Failure to approve the Application as requested by the Applicant would be an unreasonable application of local land use authority, which bears no relationship to the public health, safety, morality or general welfare of the public and would constitute an arbitrary and capricious abuse of discretion in violation of Article I, Section I, Paragraph I of the Georgia Constitution of 1983, as amended and the Due Process Clause of the Fifth and Fourteenth Amendments to the Constitution of the United States.

A refusal by the Governing Jurisdiction to approve the Application as requested by the Applicant will prohibit the only viable economic use of the Subject Property, will be unconstitutional and will discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and Owner and the owners of similarly situated properties in violation of Article I, Section I, Paragraph II of the Georgia Constitution of 1983, as amended, and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States.

A refusal by the Governing Jurisdiction to approve the Application as requested by the Applicant without the consent of persons elected to the governing body of the Governing Jurisdiction will amount to an unlawful delegation of the Governing Jurisdiction's authority, in violation of Article IX, Section II, Paragraph IV of the Georgia Constitution of 1983, as amended.

Furthermore, the Governing Jurisdiction cannot lawfully impose more restrictive standards on the Subject Property's development than are presently set forth in the Zoning Ordinance. Any conditions or other restrictions imposed on the Subject Property without the consent of the Applicant and Owner that do not serve to reasonably ameliorate the negative impacts of the development are invalid and void. The imposition of improvements or design requirements unnecessary to facilitate the proposed development constitute an illegal impact fee, an unconstitutional condemnation, or both. As such, the Applicant and Owner reserve the right to challenge any such conditions, restrictions, or design requirements.

The Applicant and Owner assert that each has expended substantial sums and significantly changed its economic position in reliance upon versions of the Zoning Ordinance that allow the development of the Subject Property as proposed by the Applicant. As such, the Applicant has acquired vested rights to develop the property and the filing of this Application shall not constitute a waiver of those vested rights.

Finally, the Applicant and Owner assert that the current Zoning Ordinance, Character Area Map, Future Development Map and Comprehensive Plan were not adopted in compliance with the laws or constitutions of the State of Georgia or of the United States, and a denial of the Applicant's request based upon provisions illegally adopted will deprive the Applicant and Owner of due process under the law.

This Reservation constitutes an Ante Litem Notice pursuant to O.C.G.A. § 36-11-1, which places the Governing Jurisdiction and all other agents of the Governing Jurisdiction, in their official and individual capacities, on notice of the Applicant's and Owner's intent to seek monetary damages and attorney's fees against the Governing Jurisdiction for any rezoning action, zoning condition, illegal impact fee, and any other unlawful restrictions and exactions that are imposed upon the Subject Property, the Applicant, or the Owner.

By filing this Reservation, the Applicant reserves all rights and remedies available to it under the United States Constitution, the Georgia Constitution, all applicable federal, state, and local laws and ordinances, and in equity.

The Applicant and Owner respectfully request that the Application be approved as requested by the Applicant and in the manner shown on the Application, which is incorporated herein by reference. This Reservation forms an integral part of the Application, and we ask that this Reservation be included with the Applicant's other Application materials. The Applicant and Owner reserve the right to amend and supplement this Reservation at any time.

Sincerely,

Ethan Underwood
Attorney for Applicant



J. Ethan Underwood
eunderwood@MilesHansford.com

LETTER OF INTENT

Applicant:	Galal "Jay" Farhat
Subject Property:	306 Thompson Street, Alpharetta, GA 30009, Designated as Fulton County Parcel ID No. 12 284108020053
Proposed Action:	Rezoning with Variances
Current Zoning:	R-12 – Dwelling, 'For-Sale', Detached Residential
Proposed Zoning:	DT-LW – Downtown Live-Work
Proposed Use:	2 Single Family Dwellings, Detached
ROW Access:	Thompson Street

This Letter of Intent is intended to comply with the application procedures established by The City of Alpharetta, GA for submittal of land use applications, as required by the City of Alpharetta Unified Development Code (the "UDC"), City of Alpharetta Public Hearing Application Requirements, and other City of Alpharetta Ordinances and Standards.

The Applicant has submitted contemporaneously with this Letter of Intent the Public Hearing Application package for a variance, as may be amended (the "Application"). With regard to any zoning, conditional use permit, and variances requested in the Application (as applicable), the Applicant incorporates all statements made in the Public Hearing Application as part of this Letter of Intent.

Specifically, the Applicant requests the following:

- 1) Rezone the Subject Property from Dwelling, 'For-Sale', Detached Residential District (R-12) to Downtown Live-Work (DT-LW)**
- 2) Variances:**
 - 1. Eliminate the requirement for a street facing garage to be recessed a minimum distance of 20 feet behind the building façade. (UDC § 2.4.6(C)).**
 - 2. Allow on-site parking between a building and a street. (UDC § 2.7.2).**
 - 3. Allow for Contemporary Style Single Family Detached Dwelling(s) to be constructed on the property. (UDC § 2.8.7 (C)).**

The Proposed Action is consistent with the Alpharetta Comprehensive Plan and the Future Land Use Map/Future Development Map. The Future Development Map shows the Subject Property in the Mixed Use Live Work land use category within the Downtown Overlay District, where the proposed DT-LW zoning category is an approved category. Up to 8 residential units per acre is allowed in the DT-LW zoning category, and the Proposal calls for only 1.74 units per acre.

This Proposed Action to rezone to DT-LW for two single-family dwellings on 1.148 acres is compatible with the surrounding properties because the surrounding properties are also zoned for residential development. The Future Development Map shows the Subject Property in the Mixed Use Live Work

category within the Downtown Overlay District, where the DT-LW zoning classification is an appropriate category. The adjacent properties to the west, south, and east are in the Mixed Use Live Work category as well, and the adjacent property to the north is in the Medium Density Residential category. The Proposal to rezone to DT-LW is therefore consistent with the medium- to high-density residential development that either already exists or is anticipated on the surrounding properties.

This Proposal will positively affect the use and value of the surrounding residential properties. The use of the surrounding properties will be enhanced by the interconnectivity provided to the Alpha Loop trail on the northern end of the Subject Property and by the interconnectivity provided to the sidewalk along Thompson Street along the southern end of the Subject Property. The value of the surrounding properties will be enhanced by the Subject Property's high-end residences and premium site design.

The impact to schools would be minimal. The number of new students that will live at the Subject Property is estimated to be approximately 2 (assuming 0.75 students per residence) spread across all grades. With regard to public utilities, sanitary sewer, water, natural gas, electricity and cable are available to the Subject Property. The impact on public utilities will be in keeping with growth projected by utility providers.

The increase to population if the Proposal were approved would be minor: approximately 5 people (assuming 2.5 people per residence). The increase to traffic would be minor as well: approximately 12 trips per 24 hours (2 residences multiplied by 5.75 vehicle trips per residence per 24 hours equals 12 vehicle trips per 24 hours). A Trip Generation Report analyzing the projected effects of the Proposal on traffic is submitted with this Application, and incorporated by reference.

CONCLUSION

Because the Applicant's Proposal complies with all criteria appropriate for consideration for the Application, the Applicant respectfully requests that this Application, which is incorporated herein by reference, be approved as requested. The Applicant and owner reserve the right to amend and supplement this Letter of Intent at any time.

Sincerely,



Ethan Underwood
Attorney for Applicant

Trip Generation Report

			A.M. Peak			P.M. Peak		
Land Use	Intensity (Number of Homes)	Daily Total	In	Out	Total	In	Out	Total
Single Family Dwelling, Detached (210)	2 Units	12	2	4	6	3	2	6

Legal Description

All that tract or parcel of land lying and being in in Land Lot 802 of the 1st Land District, 2nd Section, Fulton County, Georgia, containing approximately 1.148 acres, more or less, according to a plat of survey dated June 25, 2021, prepared for Galal Farhat, Truist Bank, and First American Title Insurance Company by Engineering 303, certified by Matt G. Forte, Georgia Registered Land Surveyor No. 2721 and, according to such plat of survey, being more particularly described as follows:

Beginning at a $\frac{3}{4}$ inch open top pipe located at the corner common to the lands now or formerly held by Joshua Avren and the land common to the land now or formerly held by Academy Park Neighborhood Association Inc., which is the True Point of Beginning; run

Thence along the line common to the lands now or formerly held by Joshua Avren, South 00 degrees 21 minutes 10 seconds West a distance of 98.26 feet to the corner common to the lands now or formerly held by Regina Garrett, said corner being monumented by a $\frac{1}{2}$ " rebar 0.55 feet West; run

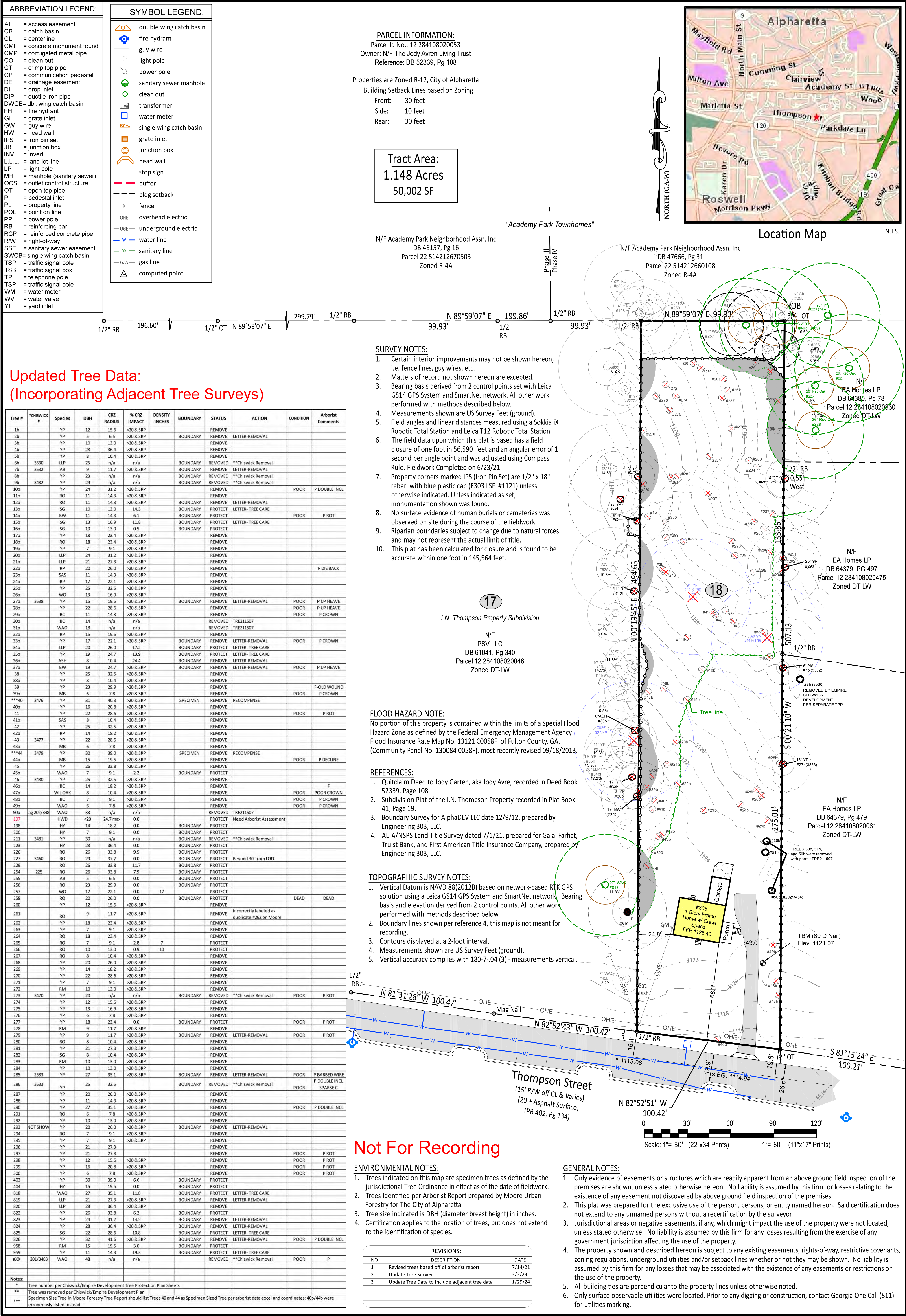
Thence along the line common to the lands now or formerly held by Regina Garrett, South 00 degrees 21 minutes 10 seconds West a distance of 11.86 feet to a $\frac{1}{2}$ " rebar at the corner common to the lands now or formerly held by JMC Lender, LLC;

Thence along said right of way of Thompson Street, along said line, North 00 degrees 19 minutes 45 seconds East a distance of 494.65 feet to a $\frac{1}{2}$ " rebar with blue cap (LSF #1121) at the line common to the lands now or formerly held by PSV, LLC; run

Thence along said line North 89 degrees 59 minutes 07 seconds East a distance of 99.93 feet to a $\frac{3}{4}$ " open top pipe, said open top being the True Point of Beginning.

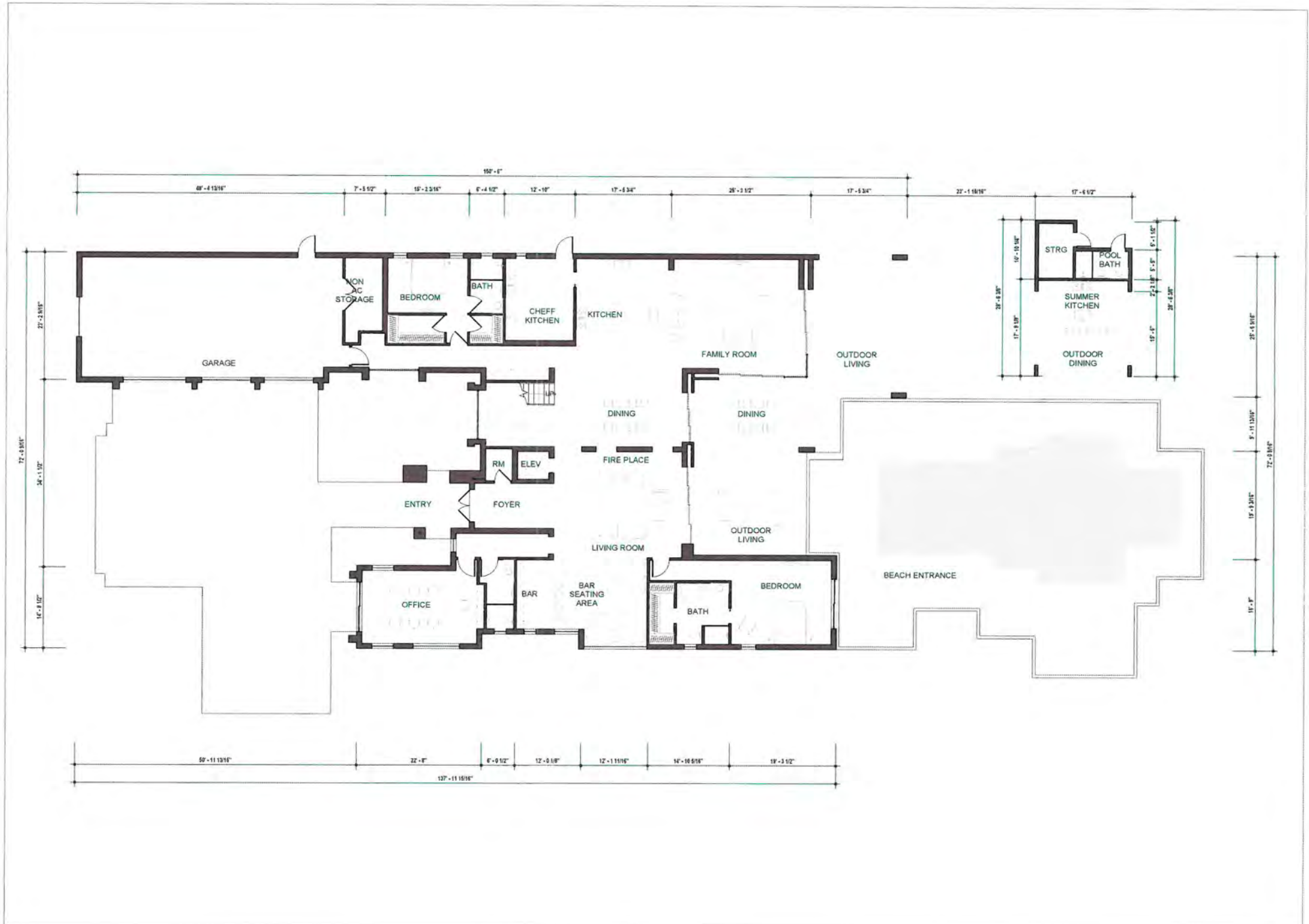
Said property is more fully described according to the above reference plat, which is incorporated herein by this refence.

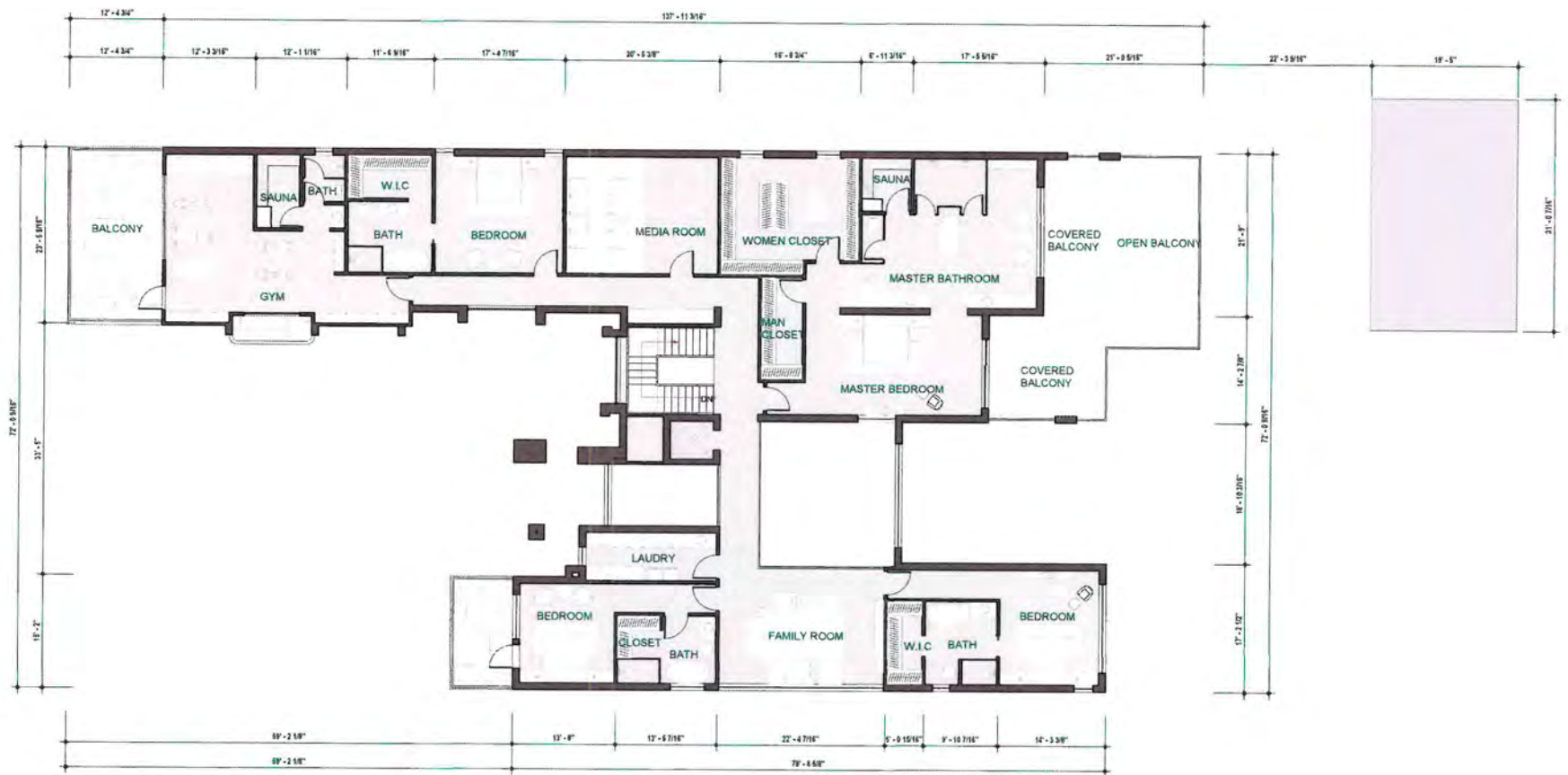
This legal description is prepared solely for the purpose of facilitating a land use application and should not be relied upon for any other purpose.

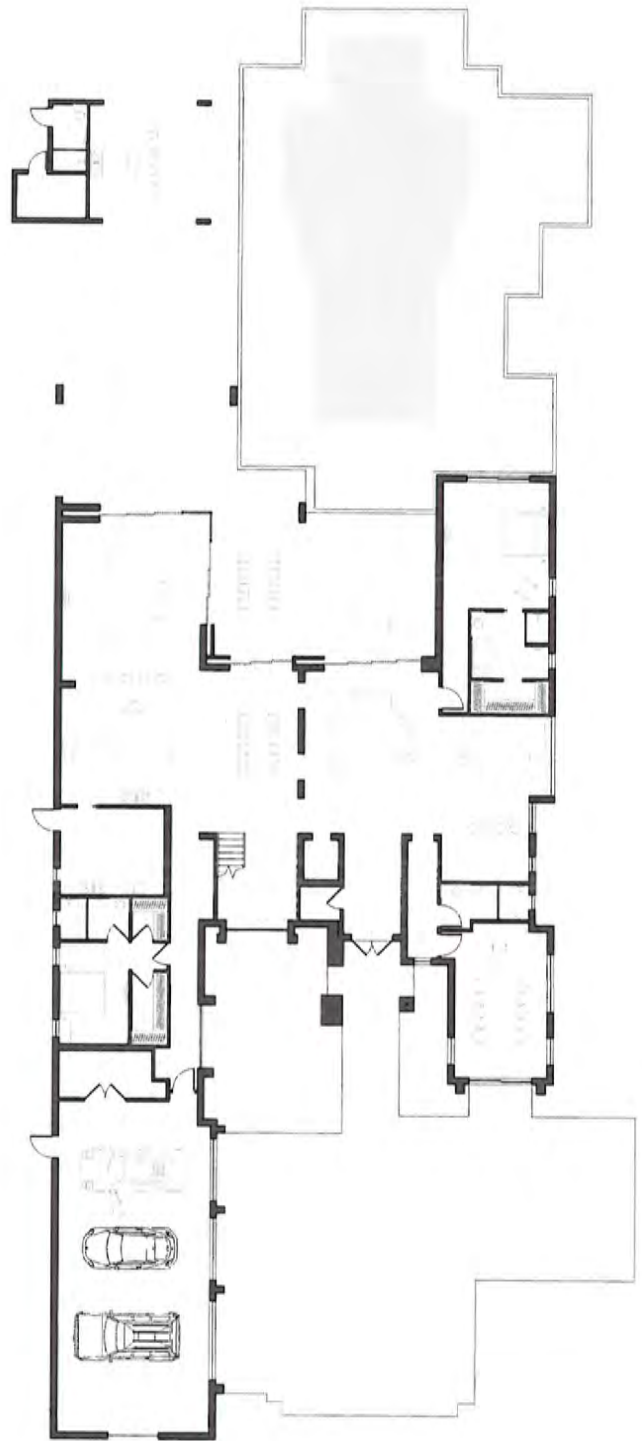












100d Assn. Inc
6
0503

Phase III
Phase IV

199.86'

Future AlphaLoop

Prop. 12' AlphaLoop

LOT 2
"The Oasis"

8" S.S. / 16" Casing

Infinity Pool
16'x36'

Det. / Water Quality

LOT 1
"Salma"

Infinity Pool
20'x40'

Outdoor Living

Outdoor Living

Water Quality

Gate

N/F
Alpha Dev LLC (296 & 304 Thompson St)
Parcel 12 284 108020046
Zoned DT-LW

Future Courtyard

Future Courtyard

Future Courtyard

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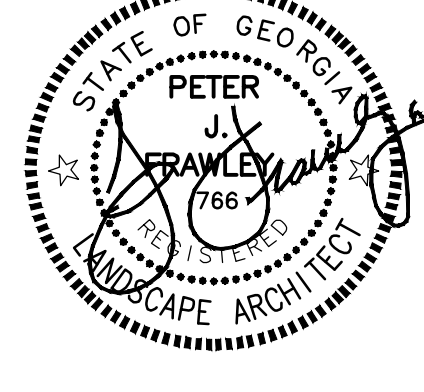
Future Courtyard

Future Courtyard

RESIDENTIAL LANDSCAPE ZONING CONCEPT
ALPHA VILLAS

306 THOMPSON STREET
ALPHARETTA, GEORGIA

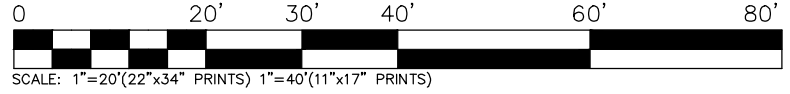
FRAWLEY
ASSOCIATES, LLC.
LANDSCAPE ARCHITECTS
675 SEMINOLE AVE (SUITE 101)
ATLANTA, GA 30307 (404) 874-5091



PLANT SCHEDULE		
SYMBOL	CODE	BOTANICAL / COMMON NAME
TREES		
	AO	Acer rubrum 'October Glory' October Glory Red Maple
	AG	Amelanchier x grandiflora 'Autumn Brilliance' Autumn Brilliance Apple Serviceberry
	CCP	Carpinus caroliniana 'Palisade CCSQU' Palisade American Hornbeam
	CV	Chionanthus virginicus White Fringetree
	CR	Cornus x 'Rutgan' Stellar Pink® Dogwood
	ILE	Ilex x 'Emily Bruner' Emily Bruner Holly
	JB	Juniperus virginiana 'Brodie' Brodie Eastern Redcedar
	MAG	Magnolia grandiflora 'Little Gem' Little Gem Dwarf Southern Magnolia
	NS	Nyssa sylvatica 'Firestarter JFS-red' Firestarter Black Tupelo
	QUE	Quercus texana Nuttall Oak
	TI	Thuja x 'Green Giant' Green Giant Arborvitae
	VIT	Vitex agnus-castus Chaste Tree
SHRUBS		
	CAM	Camellia japonica Camellia
	DV	Distylium x 'Vintage Jade' Vintage Jade Distylium
	DC	Distylium x 'PIIDIST-III' TM Coppertone Distylium
	BUR	Ilex cornuta 'Dwarf Burford' Dwarf Burford Holly
	IS2	Ilex vomitoria 'Stokes Dwarf' Stokes Dwarf Yaupon Holly
	IF	Illicium parviflorum 'Florida Sunshine' Florida Sunshine Anise
	IV	Itea virginica 'Henry's Garnet' Henry's Garnet Sweetspire
	LB	Loropetalum chinense 'Blush' Blush Fringe Flower
	LS	Loropetalum chinense rubrum 'Shang-lo' Purple Pixie® Fringe Flower
	ML	Muhlenbergia sericea 'White Cloud' White Cloud Dune Hairgrass
	OF	Osmanthus fragrans Sweet Olive
VINE/ESPALIER		
	FP	Ficus pumila Creeping Fig
GROUND COVERS		
	CARX	Carex cherokeensis Cherokee Sedge
	PHL	Phlox stolonifera Creeping Phlox

ENHANCED LANDSCAPE PLAN
LEGEND:
FOUNDATION PLANTINGS
LAWN/GROUNDCOVER

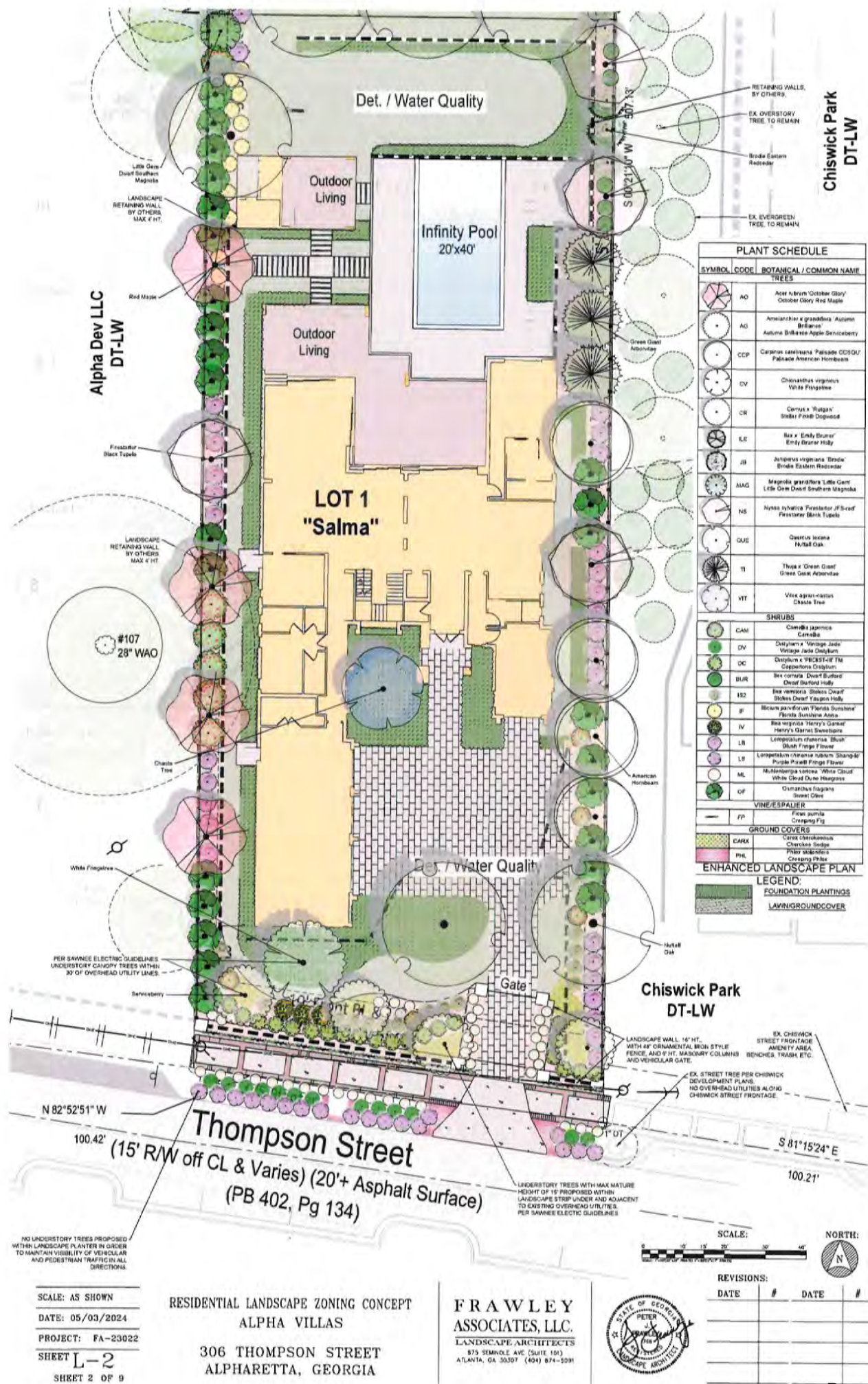
SCALE: NORTH:



REVISIONS:

DATE	#	DATE	#

SCALE: AS SHOWN
DATE: 05/03/2024
PROJECT: FA-23022
SHEET L-1
SHEET 1 OF 9



Academy Park Neighborhood R-4A

LOT 2 "The Oasis"

Plant Schedule:

SYMBOL	CODE	BOTANICAL / COMMON NAME
TREES		
AG	AG	Acer rubrum 'October Glory' / October Glory Red Maple
AG	AG	Amelanchier x grandiflora 'Autumn Brilliance' / Autumn Brilliance Apple Serviceberry
CCP	CCP	Carpinus caroliniana 'Palmetto' / Palmetto American Hornbeam
CV	CV	Chionanthus virginicus / White Fringetree
CR	CR	Cornus x 'Rutger' / Rutger Stellar Pink Dogwood
ILE	ILE	Ilex x 'Emily Blumer' / Emily Blumer Holly
JB	JB	Juniperus virginiana 'Brooks' / Brooks Eastern Redcedar
MAG	MAG	Magnolia grandiflora 'Little Gem' / Little Gem Dwarf Southern Magnolia
NS	NS	Nyssa sylvatica 'Tresard' / Tresard Black Tupelo
QUE	QUE	Quercus laevis / Nuttall Oak
TI	TI	Thuja x 'Green Giant' / Green Giant Arborvitae
VT	VT	Viburnum acerifolium / Chastetree
SHRUBS		
CAM	CAM	Camellia japonica / Camellia
DV	DV	Dryas x 'Vintage Jade' / Vintage Jade Dryas
DC	DC	Dryas x 'Vintage Jade' / Vintage Jade Dryas
BUR	BUR	Bux x 'Dwarf Ballerina' / Dwarf Ballerina Holly
IS2	IS2	Ilex x 'Savannah' / Savannah Holly
IF	IF	Ilex x 'Savannah' / Savannah Holly
IV	IV	Ilex x 'Savannah' / Savannah Holly
LB	LB	Leucophaea x 'Savannah' / Savannah Holly
LS	LS	Leucophaea x 'Savannah' / Savannah Holly
ML	ML	Malva x 'Savannah' / Savannah Holly
OF	OF	Onoclea x 'Savannah' / Savannah Holly
VINES/PALM		
FP	FP	Ficus x 'Savannah' / Savannah Holly
GROUND COVERS		
CAK	CAK	Carex x 'Savannah' / Savannah Holly
PHL	PHL	Phlox x 'Savannah' / Savannah Holly
LEGEND:		
FOUNDATION PLANTINGS		
LAWN/GROUND COVER		

Enhanced Landscape Plan

Legend:

- FOUNDATION PLANTINGS
- LAWN/GROUND COVER

Chiswick Park DT-LW

Scale: 1" = 10'

North: [North Arrow]

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LANDSCAPE AND SITE CALCULATIONS:

SITE DATA
CURRENT ZONING: R-12, DOWNTOWN OVERLAY
PROPOSED ZONING: DT-LW, DOWNTOWN OVERLAY
ADJACENT ZONING, LAND USE:
NORTH: R-4A, RESIDENTIAL
EAST: DT-LW
SOUTH: THOMPSON STREET
WEST: DT-LW

SPECIMEN TREES (SEE TREE PROTECTION PLAN FOR DATA TABLES):

- RECOMPENSE:
- 4 TOTAL SPECIMEN TREES (122 INCHES) TO BE REMOVED.
 - 3 ON-SITE SPECIMEN TREES TO BE REMOVED (92 INCHES)
92 x 3 = 276 RECOMPENSE INCHES = 69, 4" CAL. TREES
276 RECOMPENSE INCHES PROPOSED (COMPLIES)
 - 1 OFF-SITE SPECIMEN TREE TO BE REMOVED (30 INCHES)
30 x 3 = 90 RECOMPENSE INCHES = 23, 4" CAL. TREES
REPLANTING AND/OR TREE FUND PAYMENT VIA FUTURE BOUNDARY AGREEMENT.

TREE SAVE AREA, DENSITY CREDIT (EDF):

SPECIMEN DENSITY CREDIT:
2 SPECIMEN TREES (59 INCHES) TO BE PROTECTED.
DENSITY CREDIT: 59 INCHES x 2 = 118 INCHES

NON-SPECIMEN:

2 PROTECTED NON-SPECIMEN TREES FOR 27 INCHES TOTAL.

TOTAL EDF: 145 DENSITY INCHES

SITE DENSITY
OVERALL SITE AREA= 1.148 ac - 0.046 ac (utility easement) = 1.102 ac
SDF = 1.102 ac X 130 CALIPER INCHES = 143.26 INCHES
RDF = 143.26 - 145 = -1.74 INCHES REQUIRED FOR DENSITY

10' LANDSCAPE STRIP, THOMPSON STREET:
1 UNDERSTORY AND 1 LARGE CANOPY SHADE TREE LOCATED BEHIND THOMPSON STREET LANDSCAPE STRIP TO ALLOW FOR REQUIRED CLEARANCE OF 30' FROM OVERHEAD POWER LINES, PER SAWNEE ELECTRIC GUIDELINES.

4 UNDERSTORY TREES PLANTED WITHIN 10' LS; MAX MATURE HEIGHT IS 15 FEET.

5' LANDSCAPE STRIPS:

1, 4" CAL., SHADE TREE PER 50 LF, SHRUBS WITHIN LANDSCAPE STRIP TO BE MIN. 2' HT. AT TIME OF PLANTING.

NORTH: 99.93'/50= 2 SHADE TREES

- COMPLIES WITH 2 PROTECTED TREES AND 1 PROPOSED SHADE TREE

EAST: 436 LF (EXCLUDING 20' SSE)/50 = 8.7 OR 9 SHADE TREES
COMPLIES WITH 1 SAVED TREE AND 13 PROPOSED SHADE TREES

WEST: 423.2 (EXCLUD. 20' SSE)/50 = 8.5 OR 9 SHADE TREES
COMPLIES WITH 11 PROPOSED SHADE TREES

CITY OF ALPHARETTA LANDSCAPE NOTES

THE CITY ARBORIST MUST INSPECT THE SITE BEFORE INSTALLATION OF EROSION CONTROL MEASURES. LAND DISTURBANCE WITHOUT A SITE INSPECTION AND APPROVAL BY THE CITY ARBORIST WILL RESULT IN A "STOP-WORK ORDER" AND FINES.

IF TREE SURVEY INACCURACIES ARE FOUND ON-SITE, A STOP WORK ORDER WILL BE ISSUED UNTIL REVISED PLANS ARE APPROVED AND PROCESSED BASED ON ACCURATE INFORMATION.

DESIGN LANDSCAPE ARCHITECT OR PROJECT ARBORIST WILL INSPECT, VERIFY AND APPROVE THE LANDSCAPE HAS BEEN PLANTED PER THE APPROVED PLANS AND CITY STANDARDS PRIOR TO CONTACTING THE CITY ARBORIST FOR A CO INSPECTION.

TREES AGREED UPON TO BE SAVED ARE THE RESPONSIBILITY OF THE OWNER.

A 4" LAYER OF MULCH WILL BE REQUIRED FOR THE CRZ (CRITICAL ROOT ZONE) OF SPECIMEN TREES, TREES OF QUALITY, AND TREE GROUPINGS. MULCH MUST BE APPLIED TO TREES PRIOR TO START OF CONSTRUCTION AND SHALL NOT TOUCH THE TRUNKS OF THE TREE(S).

A MIN. 2" LAYER OF MULCH WILL BE REQUIRED FOR ALL EXISTING, NON-SPECIMEN, LANDSCAPE TREES, INCLUDING STREET AND PARKING LOT TREES. MULCH MUST BE APPLIED PRIOR TO START OF CONSTRUCTION. MULCH SHALL NOT TOUCH THE TRUNKS OF THE TREE(S).

ALL MULCH MUST BE ORGANIC MULCH CONSISTING OF WOOD CHIPS, SHREDDED BARK, PINE NEEDLES, OR SIMILAR. SYNTHETIC MULCH OR ROCKS ARE NOT APPROVED FOR USE IN THE CITY OF ALPHARETTA.

ALL NEWLY PLANTED TREES SHALL HAVE VISIBLE ROOT FLARES AT FINISHED GRADE. NO CIRCLING ROOTS SHALL BE ALLOWED ON PLANTED TREES. THE UPPER TWO RINGS OF THE WIRE BASKET, ALL BURLAP, AND STRAPPING MUST BE CUT AND REMOVED PRIOR TO BACKFILL.

PLANT SIZES (CALIPER AND HEIGHT) MUST MATCH THE SIZES SHOWN ON THE PLANS. PLANTS THAT DO NOT MEET THESE MINIMUMS WILL NOT BE ACCEPTED. E.G. 3 INCH CALIPER TREES MUST BE 3 INCHES OR LARGER. PLANT HEIGHT MEASUREMENT IS TAKEN AT THE TOP OF THE MAIN BODY OF THE PLANT AND NOT AT THE TIP OF THE TOPMOST GROWTH.

ALL NEWLY PLANTED TREES SHALL BE EQUIVALENT IN QUALITY TO FLORIDA #1 GRADE OR BETTER. ALL TREES OF LESSER QUALITY SHALL BE REJECTED BY THE CITY ARBORIST.

WATERING BAGS OR A DRIP IRRIGATION SYSTEM MUST BE PROVIDED FOR ALL TREES IMMEDIATELY AFTER PLANTING AND REMAIN THROUGH ESTABLISHMENT.

WHEN WATERING BAGS ARE USED MANUFACTURERS RECOMMENDATIONS MUST BE FOLLOWED FOR PROPER SIZING AND WATERING SCHEDULES. BAGS WILL BE FILLED WEEKLY BY OWNER AND DURING DROUGHTS FOR A MINIMUM OF 18 MONTHS AFTER INSTALLATION.

NO TRENCHING ALLOWED IN TREE SAVE AREAS INCLUDING IRRIGATION.

TREE PIT DRAINAGE TESTING IS REQUIRED WHEN TREES ARE PLANTED IN PARKING LOT ISLANDS, SIDEWALK TREE PITS, ROADWAY MEDIAN, OR SIMILAR LOCATIONS. PLEASE REFER TO CITY DETAILS REGARDING PLANTING PIT OR LANDSCAPE ISLAND CONSTRUCTION. FILL EACH PIT WITH WATER. IF PERCOLATION IS LESS THAN 100% WITHIN A PERIOD OF 12 HOURS, USE AN AUGER TO DRILL A 10" INCH HOLE TO A DEPTH OF FOUR FEET BELOW THE BOTTOM OF THE PIT. FILL HOLE WITH DRAINAGE GRAVEL AND COVER WITH A SOIL SEPARATOR. RETEST PIT. IF DRAINAGE IS STILL UNSATISFACTORY, CITY ARBORIST AND PROJECT ARBORIST MUST BE NOTIFIED IN WRITING OF THE LOCATIONS WITH POOR DRAINAGE TO PROVIDE A SOLUTION BEFORE PLANTING. TESTING RESULTS MUST BE PROVIDED TO THE CITY ARBORIST.

ALL BUFFERS SHALL BE REPLANTED WHERE SPARSE AND CODE REQUIRED SCREENING SHALL BE INSTALLED IN ORDER TO CREATE A YEAR ROUND OPAQUE SCREEN WITH 2 YEARS OF CONSTRUCTION OR AS DIRECTED BY THE CITY OF ALPHARETTA. DURING CONSTRUCTION OR AT THE TIME OF CO THE CITY MAY REQUIRE ADDITIONAL PLANTINGS TO MEET THESE REQUIREMENTS ABOVE WHAT IS SHOWN ON THE APPROVED LANDSCAPE PLAN.

ALL TREE ANCHORING DEVICES SHALL BE REMOVED FROM TREE AFTER ONE COMPLETE GROWING SEASON OR ONE YEAR AFTER PLANTING, WHICHEVER IS GREATER.

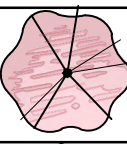
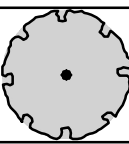
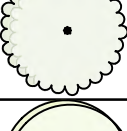
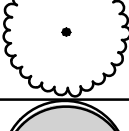
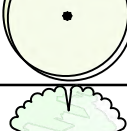
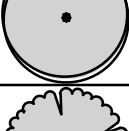
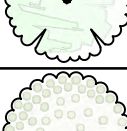
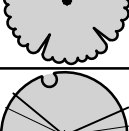
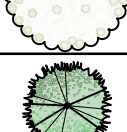
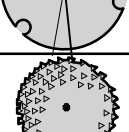
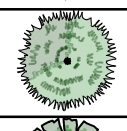
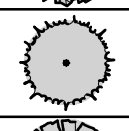
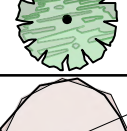
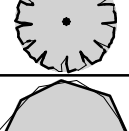
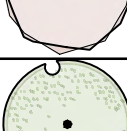
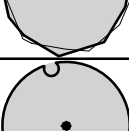
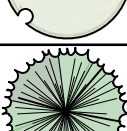
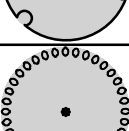
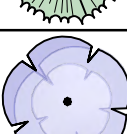
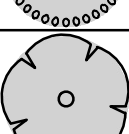
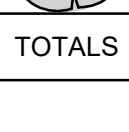
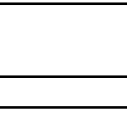
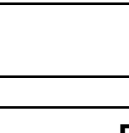
PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE CARE AND MAINTENANCE OF THE TREES AND LANDSCAPING THAT FRONT THEIR PROPERTY WITHIN THE ROW.

LANDSCAPE CONTRACTORS ARE REQUIRED TO ATTEND THE CITY OF ALPHARETTA PRE-CONSTRUCTION CLASS PRIOR TO BEGINNING WORK ON ANY PROJECT. PLEASE CALL (678)297-6070 FOR INFORMATION AND TO RESERVE A SPOT.

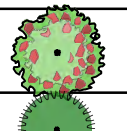
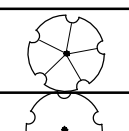
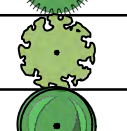
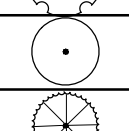
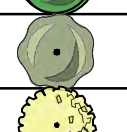
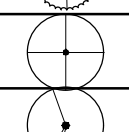
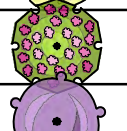
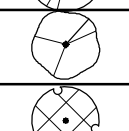
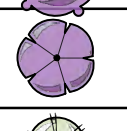
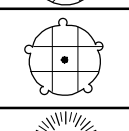
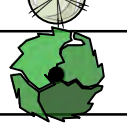
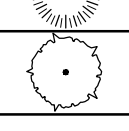
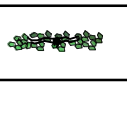
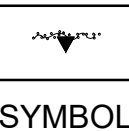
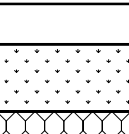
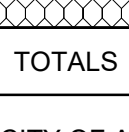
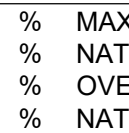
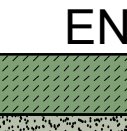
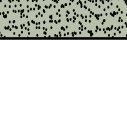
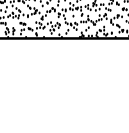
NO TREES SHALL BE PLANTED ON ANY AREA OF AN EARTHEN DAM OR EMBANKMENT.

A CITY OF ALPHARETTA APPROVED ROOT BARRIER WILL BE REQUIRED FOR ANY TREE LOCATED WITHIN 10' OF PAVEMENT. CONTRACTOR SHALL VERIFY WITH CITY ARBORIST.

OVERALL TREE SCHEDULE

SYMBOL	SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	QTY	DENSITY INCHES	RECOMPENSE INCHES	% OVERSTORY	% NATIVE	% GENUS
		AO	Acer rubrum 'October Glory' October Glory Red Maple	4" Cal.	7		28	7	7	9.59
		AG	Amelanchier x grandiflora 'Autumn Brilliance' Autumn Brilliance Apple Serviceberry	3" Cal.	4	12			4	5.48
		CCP	Carpinus caroliniana 'Palisade CCSQU' Palisade American Hornbeam	4" Cal.	10		40	10	10	13.70
		CV	Chionanthus virginicus White Fringetree	4" Cal.	2		8		2	2.74
		CR	Cornus x 'Rutgan' Stellar Pink® Dogwood	4" Cal.	4		16			5.48
		ILE	Ilex x 'Emily Bruner' Emily Bruner Holly	13'-14' HT.	13		52			17.81
		JB	Juniperus virginiana 'Brodie' Brodie Eastern Redcedar	13'-14' HT.	6		24		6	8.22
		MAG	Magnolia grandiflora 'Little Gem' Little Gem Dwarf Southern Magnolia	13'-14' HT.	5		20		5	6.85
		NS	Nyssa sylvatica 'Firestarter JFS-red' Firestarter Black Tupelo	4" Cal.	8		32	8	8	10.96
		QUE	Quercus texana Nuttall Oak	4" Cal.	7		28	7	7	9.59
		TI	Thuja x 'Green Giant' Green Giant Arborvitae	13'-14' HT.	5		20			6.85
		VIT	Vitex agnus-castus Chaste Tree	4" Cal.	2		8			2.74
	TOTALS				73	12	276	32	49	
								43.84%	67.12%	100.00%
								MAX % GENUS	ILEX	17.81%

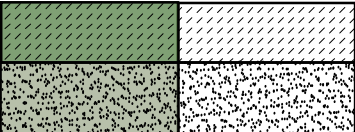
PLANT SCHEDULE - OVERALL CONCEPT

SYMBOL	SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE		QTY	NATIVE
SHRUBS							
		CAM	Camellia japonica Camellia	7 gal.		14	
		DV	Distylium x 'Vintage Jade' Vintage Jade Distylium	3 gal.		13	
		DC	Distylium x 'PIIDIST-III' TM Coppertone Distylium	2' Ht.		21	
		BUR	Ilex cornuta 'Dwarf Burford' Dwarf Burford Holly	2' Ht.		20	
			Ilex vomitoria 'Stokes Dwarf' Stokes Dwarf Yaupon Holly	2' Ht.		26	26
		IF	Illicium parviflorum 'Florida Sunshine' Florida Sunshine Anise	2' Ht.		23	23
		IV	Itea virginica 'Henry's Garnet' Henry's Garnet Sweetspire	2' Ht.		8	8
		LB	Loropetalum chinense 'Blush' Blush Fringe Flower	3' Ht.		37	
			Loropetalum chinense rubrum 'Shang-lo' Purple Pixie® Fringe Flower	3 gal.		18	
		ML	Muhlenbergia sericea 'White Cloud' White Cloud Dune Hairgrass	2' Ht.		47	47
		OF	Osmanthus fragrans Sweet Olive	4' Ht.		32	
VINE/ESPALIER							
		FP	Ficus pumila Creeping Fig	1 gal.		15	
	SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	SPACING	QTY	NATIVE
GROUND COVERS							
		CARX	Carex cherokeensis Cherokee Sedge	4"	12" o.c.	255	255
		PHL	Phlox stolonifera Creeping Phlox	4"	12" o.c.	97	97
	TOTALS					529	359

CITY OF ALPHARETTA PLANT CALCULATIONS:

% MAX GENUS ALLOWED:	25%	PROPOSED MAX GENUS:	17.81%, ILEX
% NATIVE TREES:	50%	PROPOSED NATIVE TREES:	67.12%
% OVERSTORY TREES:	40%	PROPOSED OVERSTORY TREES:	43.84%
% NATIVE LANDSCAPING:	40%	PROPOSED NATIVE PLANTING	67.77% (408 OF 602)

ENHANCED LANDSCAPE PLAN LEGEND:



FOUNDATION PLANTINGS

LAWN/GROUND COVER

SCALE: AS SHOWN

DATE: 05/03/2024

PROJECT: FA-23022

SHEET L-4

SHEET 4 OF 9

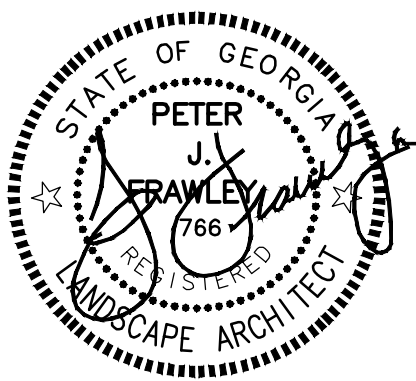
RESIDENTIAL LANDSCAPE ZONING CONCEPT
ALPHA VILLAS

306 THOMPSON STREET
ALPHARETTA, GEORGIA

FRAWLEY
ASSOCIATES, LLC.

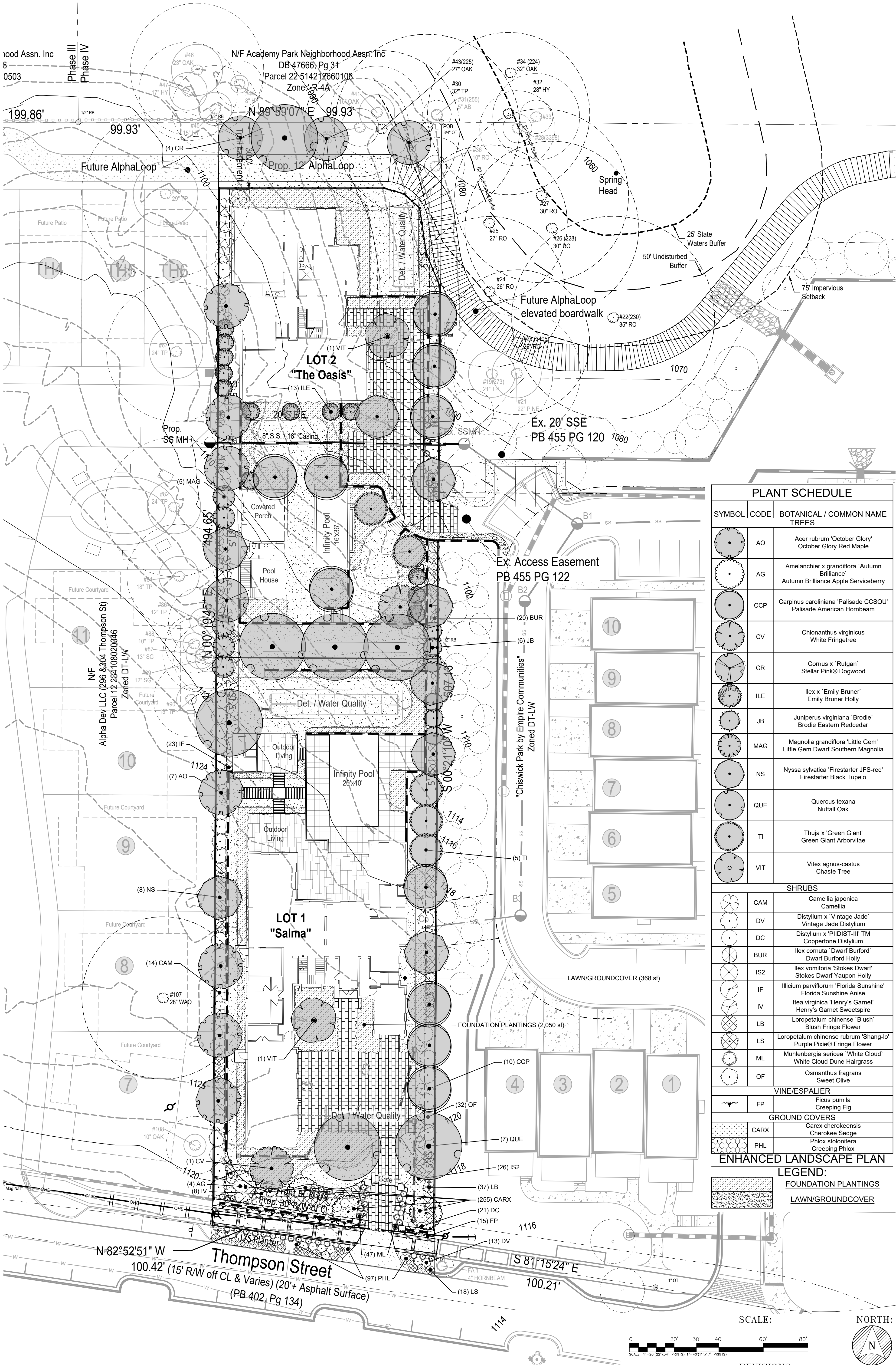
LANDSCAPE ARCHITECTS

675 SEMINOLE AVE (SUITE 101)
ATLANTA, GA 30307 (404) 874-5091



REVISIONS:

DATE	#	DATE	#



PLANT SCHEDULE		
SYMBOL	CODE	BOTANICAL / COMMON NAME
TREES		
	AO	Acer rubrum 'October Glory' October Glory Red Maple
	AG	Amelanchier x grandiflora 'Autumn Brilliance' Autumn Brilliance Apple Serviceberry
	CCP	Carpinus caroliniana 'Palisade CCSQU' Palisade American Hornbeam
	CV	Chionanthus virginicus White Fringetree
	CR	Cornus x 'Rutgan' Stellar Pink® Dogwood
	ILE	Ilex x 'Emily Bruner' Emily Bruner Holly
	JB	Juniperus virginiana 'Brodie' Brodie Eastern Redcedar
	MAG	Magnolia grandiflora 'Little Gem' Little Gem Dwarf Southern Magnolia
	NS	Nyssa sylvatica 'Firestarter JFS-red' Firestarter Black Tupelo
	QUE	Quercus texana Nuttall Oak
	TI	Thuja x 'Green Giant' Green Giant Arborvitae
	VIT	Vitex agnus-castus Chaste Tree
SHRUBS		
	CAM	Camellia japonica Camellia
	DV	Distylium x 'Vintage Jade' Vintage Jade Distylium
	DC	Distylium x 'PIIDIST-III' TM Coppertone Distylium
	BUR	Ilex cornuta 'Dwarf Burford' Dwarf Burford Holly
	IS2	Ilex vomitoria 'Stokes Dwarf' Stokes Dwarf Yaupon Holly
	IF	Illicium parviflorum 'Florida Sunshine' Florida Sunshine Anise
	IV	Itea virginica 'Henry's Garnet' Henry's Garnet Sweetspire
	LB	Loropetalum chinense 'Blush' Blush Fringe Flower
	LS	Loropetalum chinense rubrum 'Shang-lo' Purple Pixie® Fringe Flower
	ML	Muhlenbergia sericea 'White Cloud' White Cloud Dune Hairgrass
	OF	Osmanthus fragrans Sweet Olive
VINE/ESPAlier		
	FP	Ficus pumila Creeping Fig
GROUND COVERS		
	CARX	Carex cherokeensis Cherokee Sedge
	PHL	Phlox stolonifera Creeping Phlox

ENHANCED LANDSCAPE PLAN

LEGEND:

FOUNDATION PLANTINGS

LAWN/GROUNDCOVER

SCALE: AS SHOWN

DATE: 05/03/2024

PROJECT: FA-23022

SHEET L-5

SHEET 5 OF 9

RESIDENTIAL LANDSCAPE ZONING CONCEPT

ALPHA VILLAS

306 THOMPSON STREET

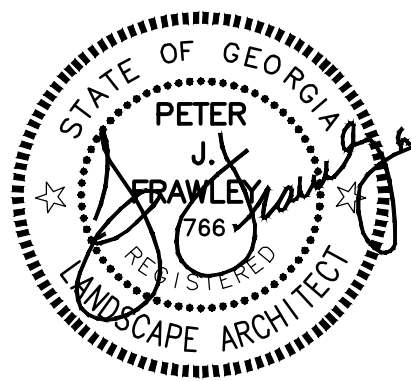
ALPHARETTA, GEORGIA

FRAWLEY ASSOCIATES, LLC.

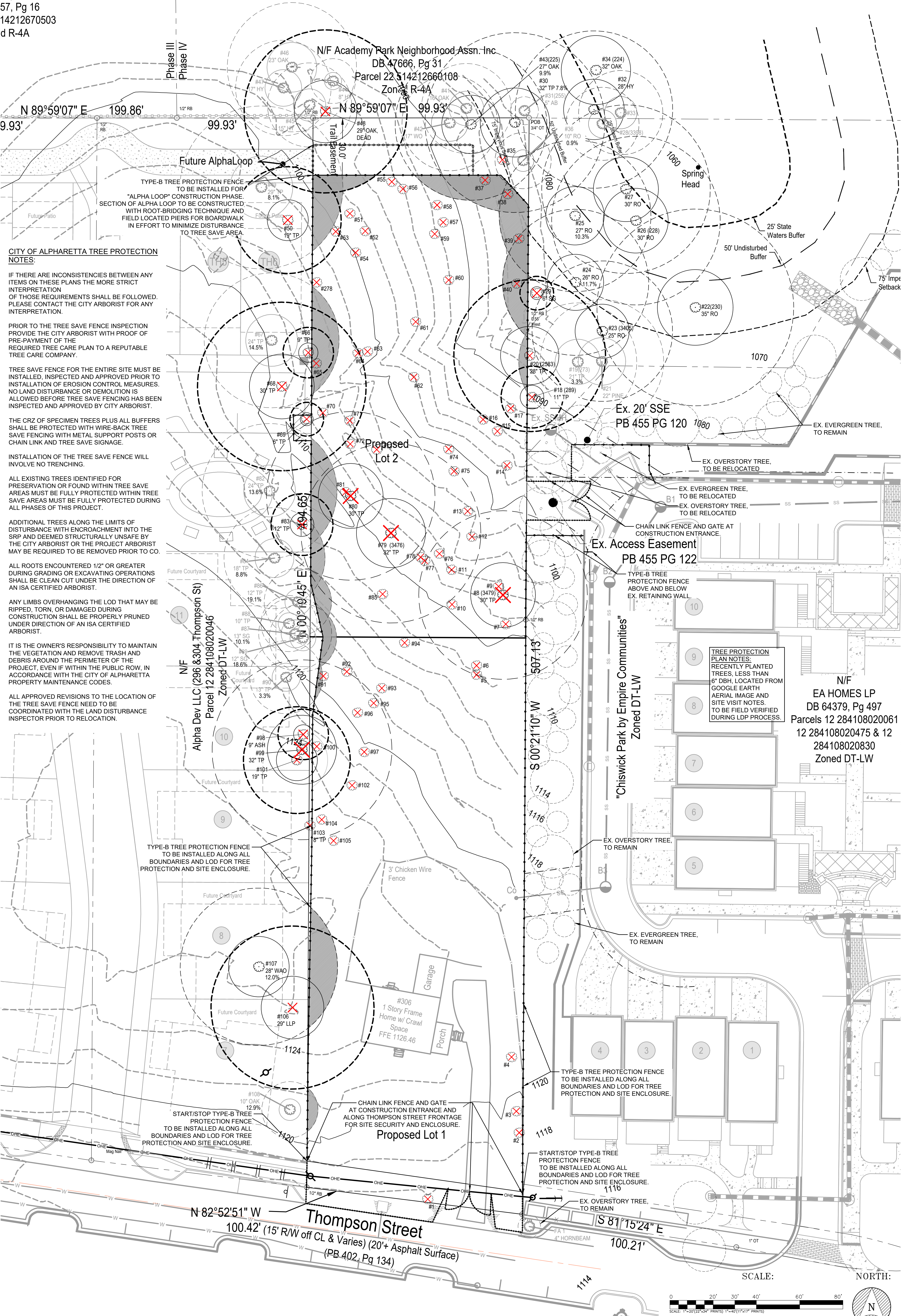
LANDSCAPE ARCHITECTS

675 SEMINOLE AVE (SUITE 101)

ATLANTA, GA 30307 (404) 874-5091



REVISIONS:			
DATE	#	DATE	#



CITY OF ALPHARETTA TREE PROTECTION NOTES:

IF THERE ARE INCONSISTENCIES BETWEEN ANY ITEMS ON THESE PLANS THE MORE STRICT INTERPRETATION OF THOSE REQUIREMENTS SHALL BE FOLLOWED. PLEASE CONTACT THE CITY ARBORIST FOR ANY INTERPRETATION.

PRIOR TO THE TREE SAVE FENCE INSPECTION PROVIDE THE CITY ARBORIST WITH PROOF OF PRE-PAYMENT OF THE REQUIRED TREE CARE PLAN TO A REPUTABLE TREE CARE COMPANY.

TREE SAVE FENCE FOR THE ENTIRE SITE MUST BE INSTALLED, INSPECTED AND APPROVED PRIOR TO INSTALLATION OF EROSION CONTROL MEASURES. NO LAND DISTURBANCE OR DEMOLITION IS ALLOWED BEFORE TREE SAVE FENCING HAS BEEN INSPECTED AND APPROVED BY CITY ARBORIST.

THE CRZ OF SPECIMEN TREES PLUS ALL BUFFERS SHALL BE PROTECTED WITH WIRE-BACK TREE SAVE FENCING WITH METAL SUPPORT POSTS OR CHAIN LINK AND TREE SAVE SIGNAGE.

INSTALLATION OF THE TREE SAVE FENCE WILL INVOLVE NO TRENCHING.

ALL EXISTING TREES IDENTIFIED FOR PRESERVATION OR FOUND WITHIN TREE SAVE AREAS MUST BE FULLY PROTECTED WITHIN TREE SAVE AREAS MUST BE FULLY PROTECTED DURING ALL PHASES OF THIS PROJECT.

ADDITIONAL TREES ALONG THE LIMITS OF DISTURBANCE WITH ENCROACHMENT INTO THE SRP AND DEEMED STRUCTURALLY UNSAFE BY THE CITY ARBORIST OR THE PROJECT ARBORIST MAY BE REQUIRED TO BE REMOVED PRIOR TO CO.

ALL ROOTS ENCOUNTERED 1/2" OR GREATER DURING GRADING OR EXCAVATING OPERATIONS SHALL BE CLEAN CUT UNDER THE DIRECTION OF AN ISA CERTIFIED ARBORIST.

ANY LIMBS OVERHANGING THE LOD THAT MAY BE RIPPED, TORN, OR DAMAGED DURING CONSTRUCTION SHALL BE PROPERLY PRUNED UNDER DIRECTION OF AN ISA CERTIFIED ARBORIST.

IT IS THE OWNER'S RESPONSIBILITY TO MAINTAIN THE VEGETATION AND REMOVE TRASH AND DEBRIS AROUND THE PERIMETER OF THE PROJECT, EVEN IF WITHIN THE PUBLIC ROW, IN ACCORDANCE WITH THE CITY OF ALPHARETTA PROPERTY MAINTENANCE CODES.

ALL APPROVED REVISIONS TO THE LOCATION OF THE TREE SAVE FENCE NEED TO BE COORDINATED WITH THE LAND DISTURBANCE INSPECTOR PRIOR TO RELOCATION.

TREE PROTECTION PLAN NOTES:
RECENTLY PLANTED TREES, LESS THAN 6" DBH, LOCATED FROM GOOGLE EARTH AERIAL IMAGE AND SITE VISIT NOTES. TO BE FIELD VERIFIED DURING LDP PROCESS.

N/F
EA HOMES LP
DB 64379, Pg 497
Parcels 12 284108020061
12 284108020475 & 12
284108020830
Zoned DT-LW

SCALE: AS SHOWN

DATE: 05/03/2024

PROJECT: FA-23022

SHEET L-7

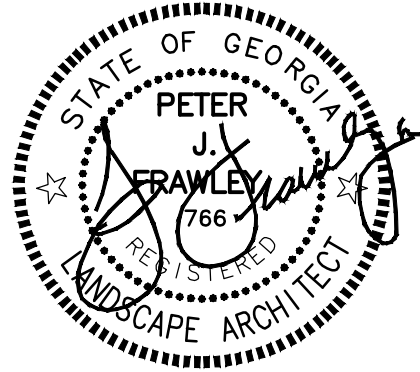
SHEET 7 OF 9

RESIDENTIAL LANDSCAPE ZONING CONCEPT
ALPHA VILLAS

306 THOMPSON STREET
ALPHARETTA, GEORGIA

FRAWLEY
ASSOCIATES, LLC.

LANDSCAPE ARCHITECTS
675 SEMINOLE AVE (SUITE 101)
ATLANTA, GA 30307 (404) 874-5091



SCALE: NORTH:

REVISIONS:

DATE	#	DATE	#

His Hands Tree Preservation, LLC.
PO Box. 441241
Kennesaw, GA. 30160
Phone: (404) 661-2700
Email: HisHandsTP@gmail.com
ISA Certified Arborist WI-0338AT
ISA Certified Tree Worker
ISA Qualified Tree Risk Assessor

SPECIMEN TREE REPORT

Tree Inventory
Alpha Villas
306 Thompson Street
Alpharetta, GA

Prepared For:
Jay Farat
Bravo Fence
125 TownPark Drive
Suite 300

Assessor:
Robert Brettschneider
His Hands Tree Preservation, LLC
Owner
ISA Certified Arborist #WI-0338AT
ISA Certified Tree Worker
ISA Qualified Tree Risk Assessor

March 16, 2024

ALPHA VILLAS

TREE INVENTORY

On March 16, 2024, Robert Brettschneider, Owner of His Hands Tree Preservation and an International Society of Arboriculture (ISA) Certified Arborist, conducted the onsite tree assessment, inventory, and review of the survey. The inventory and assessment aimed to verify sizes and evaluate the biological and structural health of the specimen and boundary/shared trees in the last inventory report completed by past Arboriculture Consulting Firms. All specimen-sized trees were assessed for insect infestations, disease pressures, structural defects, biological decline, and overall health. An updated health and structural assessment was performed as a visual ground assessment and documented in the report.

The following criteria per the City of Alpharetta Unified Development Code were used to determine Boundary/Shared Trees or Specimen Tree statuses. Determining a tree's specimen status is ultimately up to the City of Alpharetta Arborist and staff.

Specimen Tree: any tree that qualifies for special consideration for preservation due to its size, type, condition, location, or historical significance and which also meets the minimum size criteria set forth below.

- Pine Trees: 30-inch diameter or larger for trees in the Pinus (Pine) genus.
- Coniferous Trees: 20" diameter or larger for trees in the Cedrus (deodar cedar), Thuja (Arborvitae), or other ecologically similar trees.
- Overstory Trees: 30-inch diameter or larger for trees in the Liquidambar (Sweetgum) or Liriodendron (Tulip poplar) genus, 20-inch diameter or larger for trees in the Fagus (Beech), Nyssa (Tupelo), Diospyros (Persimmon), Sassafras (Sassafras), or other ecologically similar trees, 20-inch diameter or larger for Magnolia grandiflora (Southern magnolia) and those cultivars that generally reach a mature height over 40 feet, 24-inch diameter or larger for trees in all other genera.
- Understory Trees: 8-inch diameter or larger genera and 10-inch diameter or larger for Oxydendron arbutum (Sourwood).

Trees of Quality and Tree Groupings or Groves: are trees that warrant protection or preservation based upon the size, condition, special interest, character, etc.

Table and Report: The table below summarizes the inventory and assessment of the Specimen, Boundary, Trees of Quality, Tree Groupings, and EDF Trees. The table contents contain the following information.

Tree ID: The specific metal identification tag on the tree.
Tree Size: The size of the tree measured at 4.5 feet on the trunk gives the diameter size.
Tree Species: Identifies the genus and species of each tree.

HIS HANDS TREE PRESERVATION, LLC.

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MARCH 16, 2024

ALPHA VILLAS

TREE INVENTORY

Condition Rating: The condition rating is composed of three distinct qualities: health, structure, and form.

- Health: Tree health (vigor) includes evaluation of the crown density, foliage color, leaf size, annual shoot growth, disease infections, insect infestations, the presence of injuries, and shoot dieback symptoms.
- Structural: The tree structural evaluation includes assessing tree features impacting the structural integrity. These conditions may include the presence of codominant stems, weak branch attachments, decay indicators, root collar burial, dead and dying branches, low live crown ratio, visual cavities, and other conditions of concern.
- Form: The tree form considers the tree's growth habit – its symmetry, shape, or silhouette. The form is also based on the tree species, site conditions, proximity to other trees or structures, and management history. The condition ratings are categorized as good, fair, and poor.
 - Good: The vigor is normal for the species. There is no significant damage due to diseases or pests. Any twig dieback, defoliation, or discoloration is minor. Has a well-developed structure. The defects are minor and can be corrected. There are minor asymmetries/deviations from species norm.
 - Fair: The tree has a reduced vigor. Damage from insects or diseases is significant and associated with defoliation but is not likely fatal. Twig dieback, defoliation, discoloration, and/or dead branches may comprise up to 50% of the crown. The tree has a single defect of a significant nature or multiple moderate defects. The defects are not practical to correct or would require multiple treatments over several years. The tree form has major asymmetries/deviations from species norm and/or intended use. The functions and/or aesthetics are compromised.
 - Poor: The tree is unhealthy and declining in appearance. Poor vigor. Low foliage density and poor foliage color are present. The tree has a potentially fatal pest infestation. Has an extensive twig and/or branch dieback. The tree has a single serious defect or multiple significant defects. Recent change in tree orientation. The structural problems cannot be corrected and may fail at any time. The tree form is largely asymmetric/abnormal and distracts from the intended use and/or aesthetics significantly.

Specimen Tree: An "X" identifies that the City of Alpharetta Arborist would consider the specimen tree a non-recompense
Suitability for Preservation: This categorizes a tree's potential to be an asset to the project following development. While this rating is future-focused, it is based on the species, current size, current condition, and species tolerance to construction. This rating is not based on specific construction plans or anticipated impacts on the tree. The preservation ratings are categorized as high, medium, and low.

- High: A tree that is in good condition, has a long remaining lifespan, is desirable, and a species that can tolerate construction damage.

HIS HANDS TREE PRESERVATION, LLC.

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MARCH 16, 2024

ALPHA VILLAS

TREE INVENTORY

- Moderate: A tree with a moderate rating is between the High and Low ratings. It has conditions or qualities that could be mitigated with arboriculture treatments (pruning, pest management, soil management, or supplemental irrigation).
- Low: A tree in poor condition, has a short remaining lifespan, has poor aesthetics, is intolerant of construction damage, or is an invasive species tree.

The species tolerance ratings were taken from Coder, Kim D. 2021. Tree Tolerance of Site Development Activities. University of Georgia, Warnell School of Forestry & Natural Resources Outreach Publication WSFNR21-45C. Pp.6

Table Key and Results:
The bold type highlighted in yellow indicated a specimen tree.
The italic type highlighted in blue indicates a boundary or shared tree.
Tree Groupings are highlighted in gray.

Table: Trees on site

Tree ID	Diameter	Tree Species	Condition			Specimen Tree	Boundary Tree	Suitability for Preservation	Comments
#	Inches	Common Name	Biological Health (Vigor)	Structural	Form			To be considered in design (Y/N)	Main problems
1	15	BLACK CHERRY	POOR	POOR	POOR	NO	YES	LOW NO	SEVERAL CAVITIES WITH DECAY CANOPY DECLINE
2	12	OAK	FAIR	POOR	POOR	NO	NO	LOW NO	POOR FORM
3	9	BLACK CHERRY	POOR	POOR	POOR	NO	NO	LOW NO	SEVERE CANOPY DECLINE
4	8	OAK	FAIR	FAIR	FAIR	NO	NO	HIGH NO	
5	8	OAK	FAIR	FAIR	FAIR	NO	NO	HIGH NO	
6	6	OAK	FAIR	FAIR	FAIR	NO	NO	HIGH NO	
7	26	TULIP POPLAR	FAIR	FAIR	FAIR	NO	NO	MODERATE NO	

HIS HANDS TREE PRESERVATION, LLC.

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MARCH 16, 2024

ALPHA VILLAS

TREE INVENTORY

Tree ID	Diameter	Tree Species	Condition			Specimen Tree	Boundary Tree	Suitability for Preservation	Comments
#	Inches	Common Name	Biological Health (Vigor)	Structural	Form			To be considered in design (Y/N)	Main problems
8	30	TULIP POPLAR	FAIR	FAIR	FAIR	YES	NO	MODERATE NO	RECOMPENSE
9	28	TULIP POPLAR	FAIR	FAIR	FAIR	NO	NO	MODERATE NO	
10	6	HICKORY	GOOD	GOOD	GOOD	NO	NO	HIGH YES	
11	22	TULIP POPLAR	FAIR	FAIR	FAIR	NO	NO	MODERATE NO	
12	6	BEECH	GOOD	GOOD	GOOD	NO	NO	HIGH YES	
13	7	SWEETGUM	GOOD	GOOD	GOOD	NO	NO	HIGH YES	
14	27	TULIP POPLAR	FAIR	POOR	POOR	NO	NO	LOW NO	V-UNION INCLUDED BARK
15	12	TULIP POPLAR	FAIR	FAIR	FAIR	NO	NO	HIGH NO	
16	26	TULIP POPLAR	FAIR	FAIR	FAIR	NO	NO	MODERATE NO	
17	21	TULIP POPLAR	FAIR	FAIR	FAIR	NO	NO	MODERATE NO	
18	11	TULIP POPLAR	FAIR	FAIR	FAIR	NO	YES	MODERATE NO	BOUNDARY REMOVAL LETTER
19	21	TULIP POPLAR	GOOD	GOOD	GOOD	NO	YES	MODERATE YES	BOUNDARY PROTECT LETTER
20	28	TULIP POPLAR	FAIR	FAIR	FAIR	NO	YES	MODERATE NO	BOUNDARY REMOVAL LETTER

HIS HANDS TREE PRESERVATION, LLC.

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MARCH 16, 2024

ALPHA VILLAS

TREE INVENTORY

Tree ID	Diameter	Tree Species	Condition			Specimen Tree	Boundary Tree	Suitability for Preservation	Comments
#	Inches	Common Name	Biological Health (Vigor)	Structural	Form			To be considered in design (Y/N)	Main problems
21	22	PINE	GOOD	GOOD	GOOD	NO	YES	MODERATE YES	BOUNDARY PROTECT LETTER
22	33	OAK	GOOD	GOOD	GOOD	YES	YES	MODERATE YES	BOUNDARY PROTECT LETTER
23	23	OAK	GOOD	GOOD	GOOD	YES	YES	MODERATE YES	BOUNDARY PROTECT LETTER
24	26	OAK	GOOD	GOOD	GOOD	YES	YES	MODERATE YES	BOUNDARY PROTECT LETTER
25	27	OAK	GOOD	GOOD	GOOD	YES	YES	MODERATE YES	BOUNDARY PROTECT LETTER
26	30	OAK	GOOD	GOOD	GOOD	YES	YES	MODERATE YES	BOUNDARY PROTECT LETTER
27	30	OAK	GOOD	GOOD	GOOD	YES	YES	MODERATE YES	BOUNDARY PROTECT LETTER
28	13	OAK	GOOD	GOOD	GOOD	NO	YES	HIGH YES	BOUNDARY PROTECT LETTER
29	6	SWEETGUM	GOOD	GOOD	GOOD	NO	YES	HIGH YES	BOUNDARY PROTECT LETTER
30	32	TULIP POPLAR	GOOD	GOOD	GOOD	YES	NO	MODERATE YES	TREE CARE PRESCRIPTION
31	8	BEECH	GOOD	GOOD	GOOD	NO	YES	HIGH YES	BOUNDARY PROTECT LETTER

HIS HANDS TREE PRESERVATION, LLC.

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MARCH 16, 2024

ALPHA VILLAS

TREE INVENTORY

Tree ID	Diameter	Tree Species	Condition			Specimen Tree	Boundary Tree	Suitability for Preservation	Comments
#	Inches	Common Name	Biological Health (Vigor)	Structural	Form			To be considered in design (Y/N)	Main problems
32	20	HICKORY	GOOD	GOOD	FAIR	NO	YES	MODERATE YES	BOUNDARY PROTECT LETTER
33	13	OAK	GOOD	GOOD	GOOD	NO	YES	HIGH YES	BOUNDARY PROTECT LETTER
34	32	OAK	FAIR	FAIR	FAIR	NO	YES	MODERATE YES	BOUNDARY PROTECT LETTER
35	8	OAK	GOOD	GOOD	GOOD	NO	NO	HIGH YES	
36	10	OAK	GOOD	GOOD	GOOD	NO	NO	HIGH YES	
37	19	OAK	FAIR	FAIR	FAIR	NO	NO	HIGH NO	
38	7	OAK	FAIR	FAIR	FAIR	NO	NO	MODERATE NO	
39	21	OAK	FAIR	FAIR	FAIR	NO	NO	MODERATE NO	
40	15	OAK	FAIR	FAIR	FAIR	NO	NO	MODERATE NO	
41	16	OAK	FAIR	FAIR	FAIR	NO	YES	MODERATE YES	BOUNDARY PROTECT LETTER
42	17	OAK	FAIR	FAIR	FAIR	NO	NO	MODERATE YES	
43	27	OAK	FAIR	FAIR	FAIR	YES	NO	MODERATE YES	TREE CARE PRESCRIPTION
44	8	HICKORY	FAIR	FAIR	FAIR	NO	YES	HIGH YES	

HIS HANDS TREE PRESERVATION, LLC.

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MARCH 16, 2024

ALPHA VILLAS

TREE INVENTORY

Tree ID	Diameter	Tree Species	Condition			Specimen Tree	Boundary Tree	Suitability for Preservation	Comments
#	Inches	Common Name	Biological Health (Vigor)	Structural	Form			To be considered in design (Y/N)	Main problems
45	13	HICKORY	FAIR	FAIR	FAIR	NO	YES	HIGH YES	
46	23	OAK	FAIR	FAIR	FAIR	NO	YES	MODERATE YES	
47	17	HICKORY	FAIR	FAIR	FAIR	NO	YES	MODERATE YES	
48	20	OAK	POOR	POOR	POOR	NO	YES	LOW NO	DEAD REMOVE
49	20	TULIP POPLAR	FAIR	FAIR	FAIR	NO	YES	MODERATE YES	BOUNDARY PROTECT LETTER
50	19	TULIP POPLAR	FAIR	FAIR	FAIR	NO	YES	MODERATE YES	BOUNDARY PROTECT LETTER
51	10	OAK	GOOD	GOOD	GOOD	NO	NO	HIGH NO	TREE GROUPING
52	14	TULIP POPLAR	GOOD	GOOD	GOOD	NO	NO	HIGH NO	TREE GROUPING
53	8	TULIP POPLAR	GOOD	GOOD	GOOD	NO	NO	HIGH NO	TREE GROUPING
54	15	TULIP POPLAR	GOOD	GOOD	GOOD	NO	NO	HIGH NO	TREE GROUPING
55	6	TULIP POPLAR	GOOD	GOOD	GOOD	NO	NO	HIGH NO	TREE GROUPING
56	13	TULIP POPLAR	GOOD	GOOD	GOOD	NO	NO	HIGH NO	TREE GROUPING
57	10	TULIP POPLAR	GOOD	GOOD	GOOD	NO	NO	HIGH NO	TREE GROUPING
58	8	TULIP POPLAR	GOOD	GOOD	GOOD	NO	NO	HIGH NO	TREE GROUPING

HIS HANDS TREE PRESERVATION, LLC.

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MARCH 16, 2024

ALPHA VILLAS

TREE INVENTORY

Tree ID	Diameter	Tree Species	Condition			Specimen Tree	Boundary Tree	Suitability for Preservation	Comments
#	Inches	Common Name	Biological Health (Vigor)	Structural	Form			To be considered in design (Y/N)	Main problems
59	11	TULIP POPLAR	GOOD	GOOD	GOOD	NO	NO	HIGH NO	TREE GROUPING
60	23	TULIP POPLAR	GOOD	GOOD	GOOD	NO	NO	MODERATE NO	
61	8	TULIP POPLAR	GOOD	GOOD	GOOD	NO	NO	HIGH NO	
62	22	TULIP POPLAR	GOOD	GOOD	GOOD	NO	NO	MODERATE NO	
63	9	TULIP POPLAR	GOOD	GOOD	GOOD	NO	NO	HIGH NO	
64	22	TULIP POPLAR	GOOD	GOOD	GOOD	NO	NO	MODERATE NO	
65	8	OAK	GOOD	GOOD	GOOD	NO	NO	HIGH NO	
66	10	TULIP POPLAR	FAIR	POOR	FAIR	NO	YES	LOW NO	SEVERE DECAY IN ROOT CROWN
67	24	TULIP POPLAR	GOOD	FAIR	GOOD	NO	YES	MODERATE NO	BOUNDARY REMOVAL LETTER
68	30	TULIP POPLAR	FAIR	FAIR	GOOD	YES	YES	MODERATE NO	BOUNDARY REMOVAL LETTER
69	6	TULIP POPLAR	GOOD	GOOD	GOOD	NO	YES	HIGH NO	BOUNDARY REMOVAL LETTER
70	13	TULIP POPLAR	GOOD	GOOD	GOOD	NO	NO	HIGH NO	
71	7	TULIP POPLAR	GOOD	GOOD	GOOD	NO	NO	HIGH NO	
72	17	TULIP POPLAR	FAIR	GOOD	GOOD	NO	NO	MODERATE NO	

HIS HANDS TREE PRESERVATION, LLC.

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MARCH 16, 2024

FRAWLEY ASSOCIATES, LLC. LANDSCAPE ARBORIST REPORT NOTES:
IMPACT PERCENTAGES FOR BOUNDARY LETTERS, TREE CARE, AND/OR REMOVAL HAD NOT BEEN FINALIZED WHEN PROJECT ARBORIST ADDED COMMENTS TO DATA TABLE IN REPORT. TO BE FINALIZED AS PLAN IS DEVELOPED FOR FINAL PERMIT APPLICATION.

PROJECT ARBORIST TO SUPPLY PHOTOGRAPHS OF NON-SPECIMEN CONDITION TREES AS REQUESTED AND REQUIRED BY CITY ARBORIST DURING LAND DISTURBANCE PERMIT (LDP) PROCESS.

SCALE: AS SHOWN

DATE: 05/03/2024

PROJECT: FA-23022

SHEET L-8
SHEET 8 OF 9

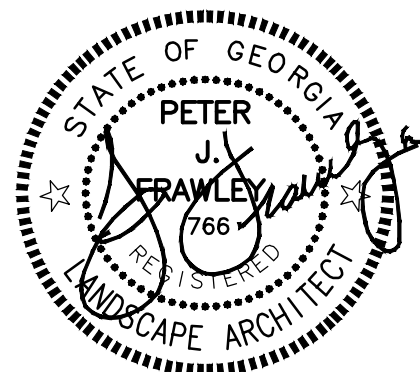
RESIDENTIAL LANDSCAPE ZONING CONCEPT
ALPHA VILLAS

306 THOMPSON STREET
ALPHARETTA, GEORGIA

FRAWLEY
ASSOCIATES, LLC.

LANDSCAPE ARCHITECTS

675 SEMINOLE AVE (SUITE 101)
ATLANTA, GA 30307 (404) 874-5091



REVISIONS:

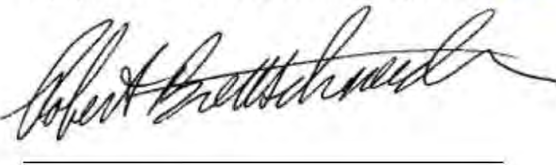
DATE	#	DATE	#

ALPHA VILLAS										TREE INVENTORY									
Tree ID	Diameter	Tree Species	Condition			Specimen Tree	Boundary Tree	Suitability for Preservation	Comments										
#	Inches	Common Name	Biological Health (Vigor)	Structural	Form			To be considered in design (Y/N)	Main problems										
73	12	TULIP POPLAR	FAIR	GOOD	GOOD	NO	NO	HIGH NO											
74	22	TULIP POPLAR	FAIR	FAIR	GOOD	NO	NO	MODERATE NO											
75	24	TULIP POPLAR	FAIR	FAIR	GOOD	NO	NO	MODERATE NO											
76	9	TULIP POPLAR	FAIR	GOOD	GOOD	NO	NO	HIGH NO											
77	27	TULIP POPLAR	FAIR	FAIR	FAIR	NO	NO	MODERATE NO											
78	23	TULIP POPLAR	FAIR	POOR	FAIR	NO	NO	LOW NO	SEVERE DECAY CAVITY										
79	32	TULIP POPLAR	FAIR	FAIR	FAIR	YES	NO	MODERATE NO	RECOMPENSE										
80	30	TULIP POPLAR	FAIR	FAIR	FAIR	YES	NO	MODERATE NO	RECOMPENSE										
81	11	TULIP POPLAR	FAIR	FAIR	FAIR	NO	NO	HIGH NO											
82	24	TULIP POPLAR	FAIR	FAIR	FAIR	NO	YES	MODERATE YES	BOUNDARY PROTECT LETTER										
83	12	TULIP POPLAR	FAIR	GOOD	GOOD	NO	YES	HIGH NO	BOUNDARY REMOVAL LETTER										
84	18	TULIP POPLAR	FAIR	FAIR	FAIR	NO	YES	MODERATE YES	BOUNDARY PROTECT LETTER										
85	12	OAK	FAIR	FAIR	FAIR	NO	NO	HIGH NO											
His HANDS TREE PRESERVATION, LLC.										10	MARCH 16, 2024								

ALPHA VILLAS										TREE INVENTORY									
Tree ID	Diameter	Tree Species	Condition			Specimen Tree	Boundary Tree	Suitability for Preservation	Comments										
#	Inches	Common Name	Biological Health (Vigor)	Structural	Form			To be considered in design (Y/N)	Main problems										
86	12	TULIP POPLAR	FAIR	FAIR	FAIR	NO	YES	HIGH YES	BOUNDARY PROTECT LETTER										
87	13	SWEETGUM	FAIR	FAIR	FAIR	NO	YES	MODERATE YES	BOUNDARY PROTECT LETTER										
88	10	TULIP POPLAR	FAIR	FAIR	FAIR	NO	YES	HIGH YES	BOUNDARY PROTECT LETTER										
89	12	SWEETGUM	FAIR	FAIR	FAIR	NO	YES	MODERATE YES	BOUNDARY PROTECT LETTER										
90	13	TULIP POPLAR	FAIR	FAIR	FAIR	NO	YES	HIGH YES	BOUNDARY PROTECT LETTER										
91	19	TULIP POPLAR	FAIR	FAIR	FAIR	NO	NO	HIGH NO											
92	20	OAK	FAIR	FAIR	FAIR	NO	NO	MODERATE NO											
93	8	TULIP POPLAR	GOOD	GOOD	GOOD	NO	NO	HIGH NO											
94	24	TULIP POPLAR	FAIR	POOR	POOR	NO	NO	LOW NO	V-UNION DECAY										
95	7	TULIP POPLAR	GOOD	GOOD	GOOD	NO	NO	HIGH NO											
96	7	TULIP POPLAR	GOOD	GOOD	GOOD	NO	NO	HIGH NO											
97	24	PINE	FAIR	FAIR	FAIR	NO	NO	MODERATE NO											
98	9	ASH	POOR	FAIR	POOR	NO	YES	LOW NO	BOUNDARY REMOVAL LETTER										
His HANDS TREE PRESERVATION, LLC.										11	MARCH 16, 2024								

ALPHA VILLAS										TREE INVENTORY									
Tree ID	Diameter	Tree Species	Condition			Specimen Tree	Boundary Tree	Suitability for Preservation	Comments										
#	Inches	Common Name	Biological Health (Vigor)	Structural	Form			To be considered in design (Y/N)	Main problems										
99	22	TULIP POPLAR	FAIR	FAIR	GOOD	NO	YES	MODERATE NO	BOUNDARY REMOVAL LETTER										
100	24	TULIP POPLAR	FAIR	FAIR	FAIR	NO	NO	MODERATE NO											
101	19	TULIP POPLAR	FAIR	FAIR	FAIR	NO	YES	LOW NO	BOUNDARY REMOVAL LETTER										
102	21	PINE	FAIR	FAIR	GOOD	NO	YES	MODERATE NO	BOUNDARY REMOVAL LETTER										
103	10	TULIP POPLAR	FAIR	FAIR	GOOD	NO	YES	MODERATE NO	BOUNDARY REMOVAL LETTER										
104	6	TULIP POPLAR	FAIR	FAIR	GOOD	NO	NO	MODERATE NO											
105	17	TULIP POPLAR	FAIR	FAIR	GOOD	NO	NO	MODERATE NO											
106	29	PINE	FAIR	FAIR	GOOD	NO	NO	MODERATE NO	BOUNDARY REMOVAL LETTER										
107	28	OAK	FAIR	FAIR	FAIR	YES	YES	MODERATE YES	BOUNDARY PROTECT LETTER										
108	10	OAK	FAIR	FAIR	POOR	NO	NO	MODERATE YES											
His HANDS TREE PRESERVATION, LLC.										12	MARCH 16, 2024								

The above observations, discussion, and recommendations are based on my professional experience and education. It is important to note that trees are natural living things, and it is impossible to predict when a tree may die or fail, especially when impacted by construction, human intervention, natural causes, or other means.

ALPHA VILLAS										TREE INVENTORY									
Thank you for the opportunity to assist you with this project. Please let me know if you have any questions. I can be contacted by email at hishandstp@gmail.com .																			
																			
Robert D. Brettschneider His Hands Tree Preservation, LLC. Owner ISA Certified Arborist WI-0338 AT ISA Certified Tree Worker ISA Qualified Tree Risk Assessor Certified Pesticide Applicator GA #04207																			
His HANDS TREE PRESERVATION, LLC.										13	MARCH 16, 2024								

SCALE: AS SHOWN

DATE: 05/03/2024

PROJECT: FA-23022

SHEET **L-9**

SHEET 9 OF 9

RESIDENTIAL LANDSCAPE ZONING CONCEPT

ALPHA VILLAS

306 THOMPSON STREET

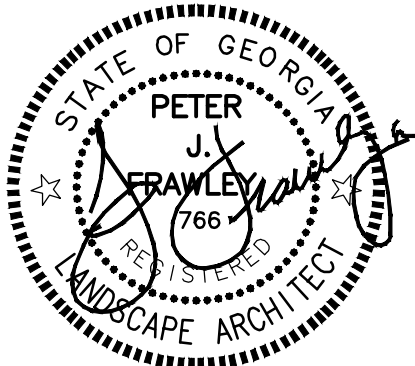
ALPHARETTA, GEORGIA

F R A W L E Y

ASSOCIATES, LLC.

LANDSCAPE ARCHITECTS

675 SEMINOLE AVE (SUITE 101)
ATLANTA, GA 30307 (404) 874-5091



REVISIONS:			
DATE	#	DATE	#

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY	
Case #:	Z-24-08/V-24-08 306
PH #:	Thompson St
	PHA240003
☐	Property Taxes & Code Violations Verified
☐	Fee Paid Initial: _____

COMMUNITY DEVELOPMENT DEPARTMENT

2 PARK PLAZA

ALPHARETTA, GA 30009

1. This page should be the first page in each of your completed application packets.
2. It is preferred that all responses be typed. Illegible applications will not be accepted.
3. Prior to signing and submitting your application, please check all information supplied on the following pages to ensure that all responses are complete and accurate. Incomplete applications will not be accepted.
4. Payment of all applicable fees must be made at the time of application. Payment may be made via cash, credit card (American Express, Master Card or Visa), or check made payable to "City of Alpharetta." Please note that a 3% convenience fee will be added to all credit card transactions.
5. Applications will be accepted on the designated submittal dates between the hours of 8:30 AM and 3:30 PM.
6. If you have any questions regarding this form, please contact the Community Development Department by calling 678-297-6070.

Contact Information:

Contact Name: Miles Hansford, LLC

Telephone: 770-781-4100

Address: 178 S. Main Street

Suite: 310

City Alpharetta

State: GA

Zip: 30009

Fax: 770-781-9191

Mobile Tel: _____

Email: eunderwood@miles hansford.com / tfisher@miles hansford.com

Subject Property Information:

Address: 306 Thompson Street, Alpharetta, GA 30009

Current Zoning: R-12

District: 1

Section: 2

Land Lot: 802

Parcel ID: 12 284108020053

Proposed Zoning: DT-LW

Current Use: Single Family Dwelling, Detached

This Application For (Check All That Apply):

- | | | |
|--|--|---|
| ☐ Conditional Use | ☐ Master Plan Amendment | ☐ Comprehensive Plan Amendment |
| ☒ Rezoning | ☐ Master Plan Review | |
| ☒ Variance | ☐ Public Hearing | |
| ☐ Exception | ☐ Other <u>(Specify):</u> _____ | |

APPLICANT REQUEST AND INTENT

What is the proposed use(s) of the property?

The Applicant proposes to develop two single-family dwellings upon the Subject Property.

Applicant's Request (Please itemize the proposal):

The applicant requests to rezone the Subject Property from R-12 to DT-LW with the following variances:

1. Eliminate the requirement for a street facing garage to be recessed a minimum distance of 20 feet behind the building façade. (UDC § 2.4.6(C)).
2. Allow on-site parking between a building and a street. (UDC § 2.7.2).
3. Allow for Contemporary Style Single Family Detached Dwelling(s) to be constructed on the property. (UDC § 2.8.7 (C)).
4. Remove the requirement to install a multi-use trail along any new or existing street. (UDC § 3.5.7(B)).
5. e. Remove the requirement to install a multi-use trail along any new or existing street. (UDC § 2.3.5(B)).

Applicant's Intent *(Please describe what the proposal would facilitate).*

Approval of the Applicant's Proposal will allow development aesthetically attractive residences that complement the surrounding Thompson Street Community.

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: 306 Thompson Street, LLC - Galal "Jay" Farhat

Telephone: 770-355-3847

Address: 203 N Esplanade

Suite:

City Alpharetta

State: GA

Zip: 30009

Authorization:

I do solemnly swear and attest, subject to criminal penalties for false swearing, that I am the legal owner, as reflected in the records of Fulton County, Georgia, of the property identified below, which is the subject of the attached Application for Public Hearing before the City of Alpharetta, Georgia.

As the legal owner of record of the subject property, I hereby authorize the individual named below to act as the applicant in the pursuit of the Application for Public Hearing in request of the items indicated below.

- | | |
|---|--|
| ☐ Annexation | ☐ Special Use |
| ☒ Rezoning | ☐ Conditional Use |
| ☒ Variance | ☐ Master Plan |
| ☐ Land Use Application | ☐ Other |

Property Owner's Authorized Applicant (if applicable):

Name of Authorized Applicant: Miles Hansford, LLC

Telephone: 770-781-4100

Address: 178 S. Main Street

Suite: 310

City Alpharetta

State: GA

Zip: 30009

So Sworn and Attested:

Owner Signature:

Galal "Jay" Farhat

Date:

1/19/24

Notary: Katherine Mazzacano

Notary Signature:

Katherine Mazzacano

Date:

January 19, 2024



DISCLOSURE FORM

The Official Code of Georgia Annotated requires disclosure of campaign contributions to government officials by an applicant or opponent of a rezoning or public hearing petition (O.C.G.A. 36-67 A-1).

Applicants must file this form with the City of Alpharetta Community Development Department within ten (10) days after filing for rezoning or public hearing. Opponents to a rezoning or public hearing petition must file this form five (5) days prior to the Planning Commission meeting at which the subject rezoning or public hearing petition is scheduled to be heard.

Name of Applicant or Opponent: Galal "Jay" Farhat

Subject Public Hearing Case: _____

Campaign Contribution Information:

Please provide the requested information for each contribution with a dollar amount or value of \$250 or more made within the past two (2) years to an Alpharetta Official by the individual identified above. Please use a separate form for each Alpharetta Official to whom such a contribution as been made.

If the individual identified above has made no such contributions to an Alpharetta Official within the past two (2) years, please indicate this by entering "N/A" on the appropriate lines below.

Name of Official: N/A Position: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

I do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Disclosure Form is true and accurate and that I have disclosed herein any and all campaign contributions made to an Official of the City of Alpharetta, Georgia in accordance with O.C.G.A. 36-67 A-3.

Signature: _____

Galal "Jay" Farhat

Date: _____

11/19/24

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

This Proposal to rezone to DT-LW for two single-family dwellings on 1.148 acres is compatible with the surrounding properties because the surrounding properties are also zoned for residential development. The Future Development Map shows the Subject Property in the Mixed Use Live Work category within the Downtown Overlay District, where the DT-LW zoning classification is an appropriate category. The adjacent properties to the west, south, and east are in the Mixed Use Live Work category as well, and the adjacent property to the north is in the Medium Density Residential category. The Proposal to rezone to DT-LW is therefore consistent with the medium- to high-density residential development that either already exists or is anticipated on the surrounding properties.

How will this proposal affect the use and value of the surrounding properties?

This Proposal will positively affect the use and value of the surrounding residential properties. The use of the surrounding properties will be enhanced by the interconnectivity provided to the sidewalk along Thompson Street along the southern end of the Subject Property. The value of the surrounding properties will be enhanced by the Subject Property's high-end residences and premium site design.

Can the property be developed for a reasonable economic use as currently zoned? Please explain why or why not.

No. The Subject Property cannot be developed for a reasonable economic use as currently zoned, because the current zoning, R-12, would yield half as many dwellings, making development cost-prohibitive based on current and anticipated development costs.

What would be the increase to population and traffic if the proposal were approved?

The increase to population if the Proposal were approved would be minor: approximately 5 people (assuming 2.5 people per residence). The increase to traffic would be minor as well: approximately 12 trips per 24 hours (2 residences multiplied by 5.75 vehicle trips per residence per 24 hours equals 12 vehicle trips per 24 hours). A Trip Generation Report analyzing the projected effects of the Proposal on traffic is submitted with this Application, and incorporated by reference.

What would be the impact to schools and utilities if the proposal were approved?

The impact to schools would be minimal. The number of new students that will live at the Subject Property is estimated to be approximately 2 (assuming 0.75 students per residence) spread across all grades. With regard to public utilities, sanitary sewer, water, natural gas, electricity and cable are available to the Subject Property. The impact on public utilities will be in keeping with growth projected by utility providers.

How is the proposal consistent with the Alpharetta Comprehensive Plan; particularly the Future Land Use Map?

The Proposal is consistent with the Alpharetta Comprehensive Plan and the Future Land Use Map/Future Development Map. The Future Development Map shows the Subject Property in the Mixed Use Live Work land use category within the Downtown Overlay District, where the proposed DT-LW zoning category is an approved category. Up to 8 residential units per acre is allowed in the DT-LW zoning category, and the Proposal calls for only 1.74 units per acre.

Are there existing or changing conditions which affect the development of the property and support the proposed request?

Yes. The Subject Property is located near the Avalon development, where high-quality, high-density residential products already exist and are being added. Also, several nearby properties have already been rezoned to the DT-LW zoning category. Presumably, other nearby and adjacent properties will also be rezoned to DT-LW. Thus, rezoning the Subject Property to the DT-LW zoning category will ensure that high-quality development consistent with nearby and adjacent properties continues as envisioned in the Alpharetta Comprehensive Plan.

On a separate sheet or sheets, please provide any information or evidence that supports your request and the statements that you have provided in this application.

BOARD OF ZONING APPEALS REVIEW CRITERIA

Please respond to the following ONLY if you are applying for a zoning variance.

Variance #1

Are there extraordinary and exceptional conditions pertaining to the subject property because of its size, shape, or topography? Please describe them.

Yes, regarding City of Alpharetta UDC § 2.4.6(C). The narrow shape, size, and topography of the property, and the resulting setbacks and landscaping requirements along the boundary lines, substantially limit the buildable area of the subject property and necessitate placement of the structures in the locations proposed by the Applicant. Unless the proposed variance is approved, the narrowness of the Subject Property will not allow for construction of the proposed housing type and architectural designs.

Would the application of the Zoning Code standards as they relate to the subject property create an unnecessary hardship? Please explain.

Yes. The application of the UDC standards for the Downtown Overlay would create an unnecessary hardship for the Subject Property. Based upon the shape and size of the Subject Property, strict conformity to the requirement to offset garage doors 20 feet behind the front façade would prevent the reasonable economic development of the Subject Property (i.e. using the proposed housing type and architectural design).

Are there conditions that are peculiar to the subject property? Please describe them in detail.

Yes. The narrow shape, size, and topography of the property, and the resulting setbacks and landscaping requirements along the boundary lines, substantially limit the buildable area of the subject property and necessitate placement of the structures in the locations proposed by the Applicant.

Would relief, if granted, cause substantial detriment to the public good or impair the purpose and intent of the Zoning Code? Please defend your response.

No. The requested variance would not cause substantial detriment to the public good or impair the purpose and intent of the UDC. The variance is minimum necessary to facilitate the proposed project. The project will accomplish the intent of the UDC provision at issue, which is to provide superior aesthetic appeal, wall articulation (rather than monolithic facades), and encourage walkability within the project and surrounding area.

On a separate sheet or sheets, please provide any information or evidence that supports your request and the statements that you have provided in this application.

BOARD OF ZONING APPEALS REVIEW CRITERIA

Please respond to the following ONLY if you are applying for a zoning variance.

Variance #2

Are there extraordinary and exceptional conditions pertaining to the subject property because of its size, shape, or topography? Please describe them.

Yes, regarding City of Alpharetta UDC § 2.7.2. The narrow shape, size, and topography of the property, and the resulting setbacks and landscaping requirements along the boundary lines, substantially limit the buildable area of the subject property and necessitate placement of the structures in the locations proposed by the Applicant. Unless the proposed variance is approved, the narrowness of the Subject Property will not allow for construction of the proposed housing type and architectural designs.

Would the application of the Zoning Code standards as they relate to the subject property create an unnecessary hardship? Please explain.

Yes. The application of the UDC standards for the Downtown Overlay would create an unnecessary hardship for the Subject Property. Based upon the shape and size of the Subject Property, strict conformity to the requirement of no on-site parking between the building and the street would prevent the reasonable economic development of the Subject Property (i.e. using the proposed housing type and architectural design).

Are there conditions that are peculiar to the subject property? Please describe them in detail.

Yes. The narrow shape, size, and topography of the property, and the resulting setbacks and landscaping requirements along the boundary lines, substantially limit the buildable area of the subject property and necessitate placement of the structures in the locations proposed by the Applicant.

Would relief, if granted, cause substantial detriment to the public good or impair the purpose and intent of the Zoning Code? Please defend your response.

No. The requested variance would not cause substantial detriment to the public good or impair the purpose and intent of the UDC. The variance is minimum necessary to facilitate the proposed project. The project will accomplish the intent of the UDC provision at issue, which is to provide superior aesthetic appeal, wall articulation (rather than monolithic facades), and encourage walkability within the project and surrounding area.

On a separate sheet or sheets, please provide any information or evidence that supports your request and the statements that you have provided in this application.

BOARD OF ZONING APPEALS REVIEW CRITERIA

Please respond to the following ONLY if you are applying for a zoning variance.

Variance #3

Are there extraordinary and exceptional conditions pertaining to the subject property because of its size, shape, or topography? Please describe them.

Yes, regarding City of Alpharetta UDC § 2.8.7(C). The narrow shape, size, and topography of the property, and the resulting setbacks and landscaping requirements along the boundary lines, substantially limit the buildable area of the subject property and necessitate placement of the structures in the locations proposed by the Applicant. Unless the proposed variance is approved, the narrowness of the Subject Property will not allow for construction of the proposed housing type and architectural designs.

Would the application of the Zoning Code standards as they relate to the subject property create an unnecessary hardship? Please explain.

Yes. The application of the UDC standards for the Downtown Overlay would create an unnecessary hardship for the Subject Property. Based upon the shape and size of the Subject Property, strict conformity to the requirement of architectural styles between the building and the street would prevent the reasonable economic development of the Subject Property (i.e. using the proposed housing type and architectural design).

Are there conditions that are peculiar to the subject property? Please describe them in detail.

Yes. The narrow shape, size, and topography of the property, and the resulting setbacks and landscaping requirements along the boundary lines, substantially limit the buildable area of the subject property and necessitate placement of the structures in the locations proposed by the Applicant. Additionally, the Applicant is proposing architectural diversity while using high quality materials compatible with adjacent and surrounding properties.

Would relief, if granted, cause substantial detriment to the public good or impair the purpose and intent of the Zoning Code? Please defend your response.

No. The requested variance would not cause substantial detriment to the public good or impair the purpose and intent of the UDC. The variance is minimum necessary to facilitate the proposed project. The project will accomplish the intent of the UDC provision at issue, which is to provide superior aesthetic appeal, wall articulation (rather than monolithic facades), and encourage walkability within the project and surrounding area.

On a separate sheet or sheets, please provide any information or evidence that supports your request and the statements that you have provided in this application.

BOARD OF ZONING APPEALS REVIEW CRITERIA

Please respond to the following ONLY if you are applying for a zoning variance.

Variance #4

Are there extraordinary and exceptional conditions pertaining to the subject property because of its size, shape, or topography? Please describe them.

Yes, regarding City of Alpharetta UDC § 3.5.7(B). The narrow shape, size, and topography of the property, and the resulting setbacks and landscaping requirements along the boundary lines, substantially limit the buildable area of the subject property and necessitate placement of the structures in the locations proposed by the Applicant. Unless the proposed variance is approved, the narrowness of the Subject Property will not allow for construction of the proposed housing type and architectural designs.

Would the application of the Zoning Code standards as they relate to the subject property create an unnecessary hardship? Please explain.

Yes. The application of the UDC standards for the Downtown Overlay would create an unnecessary hardship for the Subject Property. Based upon the shape and size of the Subject Property, strict conformity to the requirement for a multi-use trail may be required instead of a sidewalk along any new or existing street when the location is identified for a multi-use trail in the North Point Livable Centers Initiative Study or another plan that has been adopted by the City of Alpharetta would prevent the reasonable economic development of the Subject Property (i.e. using the proposed housing type and architectural design).

Are there conditions that are peculiar to the subject property? Please describe them in detail.

The Multi-Use Trail and AlphaLoop connection is under review by the City Council, which is considering the alteration of its route, such that it would no longer be planned to run through the Subject Property.

Would relief, if granted, cause substantial detriment to the public good or impair the purpose and intent of the Zoning Code? Please defend your response.

No. The requested variance would not cause substantial detriment to the public good or impair the purpose and intent of the UDC. The variance is minimum necessary to facilitate the proposed project. The project will accomplish the intent of the UDC provision at issue, which is to provide superior aesthetic appeal, wall articulation (rather than monolithic facades), and encourage walkability within the project and surrounding area.

On a separate sheet or sheets, please provide any information or evidence that supports your request and the statements that you have provided in this application.

BOARD OF ZONING APPEALS REVIEW CRITERIA

Please respond to the following ONLY if you are applying for a zoning variance.

Variance #5

Are there extraordinary and exceptional conditions pertaining to the subject property because of its size, shape, or topography? Please describe them.

Yes, regarding City of Alpharetta UDC § 2.3.5(B). The narrow shape, size, and topography of the property, and the resulting setbacks and landscaping requirements along the boundary lines, substantially limit the buildable area of the subject property and necessitate placement of the structures in the locations proposed by the Applicant. Unless the proposed variance is approved, the narrowness of the Subject Property will not allow for construction of the proposed housing type and architectural designs.

Would the application of the Zoning Code standards as they relate to the subject property create an unnecessary hardship? Please explain.

Yes. The application of the UDC standards for the Downtown Overlay would create an unnecessary hardship for the Subject Property. Based upon the shape and size of the Subject Property, strict conformity to the requirement for a multi-use trail may be required instead of a sidewalk along any new or existing street when the location is identified for a multi-use trail in the North Point Livable Centers Initiative Study or another plan that has been adopted by the City of Alpharetta would prevent the reasonable economic development of the Subject Property (i.e. using the proposed housing type and architectural design).

Are there conditions that are peculiar to the subject property? Please describe them in detail.

The Multi-Use Trail and AlphaLoop connection is under review by the City Council, which is considering the alteration of its route, such that it would no longer be planned to run through the Subject Property.

Would relief, if granted, cause substantial detriment to the public good or impair the purpose and intent of the Zoning Code? Please defend your response.

No. The requested variance would not cause substantial detriment to the public good or impair the purpose and intent of the UDC. The variance is minimum necessary to facilitate the proposed project. The project will accomplish the intent of the UDC provision at issue, which is to provide superior aesthetic appeal, wall articulation (rather than monolithic facades), and encourage walkability within the project and surrounding area.

On a separate sheet or sheets, please provide any information or evidence that supports your request and the statements that you have provided in this application.

SIGN VARIANCE REVIEW CRITERIA

Are there exceptional conditions pertaining to the property where the sign is to be located as a result of the property size, shape, or topography which are not applicable to other lands or structures in the area? If "yes," please explain.

☐ Yes N/A

☐ No

Would the applicant be deprived of rights that are commonly enjoyed by others similarly situated? If "yes," please explain.

☐ Yes N/A

☐ No

Would granting the variance confer on the applicant any significant privileges which are denied to others similarly situated? If "yes," please explain.

☐ Yes N/A

☐ No

Are the exceptional circumstances the result of actions of the applicant or the applicant's representatives? If "yes," please explain.

N/A

☐ Yes

☐ No

Is the requested variance the minimum necessary to allow the applicant to enjoy rights commonly enjoyed by others similarly situated? If "no," please explain.

☐ Yes N/A

☐ No

Would granting of the variance violate more than one standard of the Unified Development Code? If "yes," please explain.

☐ Yes N/A

☐ No

Would granting the variance result in allowing a sign that interferes with road or highway visibility or obstruct or otherwise interfere with the safe and orderly movement of traffic? On a separate sheet or sheets, please defend your response.

☐ Yes

☐ No

CITIZEN PARTICIPATION FORM - PART A

This form must be completed and submitted with the applicant's completed Public Hearing Application. Applications submitted to the City of Alpharetta without a completed Citizen Participation Form - Part A will not be accepted.

Public Hearing or Project Name: 306 Thompson Street

Contact Name: Miles Hansford, LLC - J. Ethan Underwood Telephone: 770-781-4100

The following people will be notified of this application and provided information describing the subject proposal. Please note that ALL adjoining property owners MUST be notified. Use additional pages as needed.

Owners of Properties located within 500 ft. of the Subject Property

Affected government departments

City officials

Interested parties noted on any list provided by the City

Method by which these individuals will be contacted. Please mark all that apply. *If you select "Other," please provide a description of the method of contact that will be used.*

- | | |
|--|--|
| ☒ Letter | ☐ Personal Visits |
| ☐ Telephone | ☒ Group Meeting |
| ☐ Email | ☒ Other (Please Specify) |

CZIM

Please describe the method(s) by which these individuals will have the opportunity to respond or contact the applicant with questions or concerns about the proposal.

Individuals can contact Ethan Underwood via telephone at 770-781-4100 or via email euunderwood@miles hansford.com as well as during the public participation process.

DETAILED TAX SUMMARY



City of Alpharetta

TAX YEAR: 2023 ✓

Owner Name

306 THOMPSON STREET LLC

Parcel Identification

12 -2841-0802-005-3

Account Number

0712396

Property Location

306 THOMPSON STREET

Tax District

10 - ALPHARETTA

Fair Market Value

438,900

Assessed Value

175,560

Temporary Assessment

Not Found

City Exemption:

County Exemption:

<u>Levies</u>	<u>Assessment</u>	Exemptions	<u>Net Assessment</u>	X	<u>Net Rate</u>	<u>State Credit</u>	TAX
Fulton Cycle							
FULTON BONDS	175,560	0	175,560	X	.000180	\$0.00	\$31.60
FULTON OPER	175,560	0	175,560	X	.008870	\$0.00	\$1,557.22
FULTON SCHOOL GEN	175,560	0	175,560	X	.017140	\$0.00	\$3,009.10
INTEREST							\$0.00
PENALTIES/FEES							\$0.00
Last Payment: 10/17/2023			Total Amount Billed				\$4,597.92
			Less Amount Paid				\$4,597.92
			Total Due				\$0.00
City of Alpharetta Cycle							
INTEREST							\$0.00
PENALTIES/FEES							\$0.00
Last Payment: Not Found			Total Amount Billed				\$0.00
			Less Amount Paid				\$0.00
			Total Due				\$0.00

Property owners with current legal matters, such as bankruptcy or foreclosure, must contact the Tax Commissioner's office at (404) 613-6100 for the official balance due on their parcel(s).

[Return to Tax Bill](#) | [Return to Search Results](#)

Real Estate

View Bill

As of 12/27/2023
Bill Year 2023
Bill 2307861
Owner 306 THOMPSON STREET LLC
Parcel ID 12 -2841-0802-005-3

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	12/1/2023	\$1,009.47	\$1,009.47	\$0.00	\$0.00	\$0.00
TOTAL		\$1,009.47	\$1,009.47	\$0.00	\$0.00	\$0.00

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Miles Hansford, LLC
ATTORNEYS AT LAW

202 Tribble Gap Road · Suite 200 · Cumming, GA 30040
178 S Main Street · Suite 310 · Alpharetta, GA 30009
Phone 770.781.4100

MilesHansford.com

J. Ethan Underwood
eunderwood@MilesHansford.com

February 1, 2024

CAMPAIGN DISCLOSURE

Applicant:	Galal "Jay" Farhat
Subject Property:	306 Thompson Street, Alpharetta, GA 30009, Designated as Fulton County Parcel ID No. 12 284108020053
Proposed Action:	Rezoning with Variances
Current Zoning:	R-12 – Dwelling, 'For-Sale', Detached Residential
Proposed Zoning:	DT-LW – Downtown Live-Work
Proposed Use:	2 Single Family Dwellings, Detached
ROW Access:	Thompson Street

To Whom It May Concern:

Pursuant to Section 36-67A-3 of the Official Code of Georgia Annotated, adopted by the Georgia General Assembly, effective July 1, 1986, please be advised that as of the date of this letter, Miles Hansford, LLC has made the following campaign contributions to local officials of the Governing Jurisdiction:

- **January 3, 2022 - \$500 to Councilman Donald Mitchell**
- **April 26, 2023 - \$500 to Councilman Fergal Brady**
- **May 3, 2023 - \$500 to City Councilman John Hipes**

This letter constitutes the disclosure of campaign contributions with respect to the above-referenced application.

Sincerely,

Ethan Underwood
Attorney for Applicant



J. Ethan Underwood
eunderwood@MilesHansford.com

RESERVATION OF CONSTITUTIONAL AND OTHER LEGAL RIGHTS

Applicant:	Galal “Jay” Farhat
Subject Property:	306 Thompson Street, Alpharetta, GA 30009, Designated as Fulton County Parcel ID No. 12 284108020053
Proposed Action:	Rezoning with Variances
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Proposed Use:	2 Single Family Dwellings, Detached
ROW Access:	Thompson Street

This Reservation of Constitutional and Other Legal Rights (“the Reservation”) is intended to supplement and form a part of the land use application (including any request for zoning, conditional use permit, site plan approval, and variances) (collectively, the “Application”) of the Applicant and the owners of the Subject Property (collectively, the “Owner”) and to put the Governing Jurisdiction on notice of the Applicant’s assertion of its constitutional and legal rights.

The Applicant has filed a timely application, has provided all required information and has submitted the appropriate application fees. The Application meets all judicial and statutory requirements for approval.

The Applicant objects to the standing of any opponents who are not owners of land adjoining the Subject Property and to the consideration by the Governing Jurisdiction of testimony or evidence presented by any party without standing in making its decision regarding the Application. The Applicant also objects to the consideration of testimony or evidence that is hearsay, violates any applicable rules of procedure or evidence, or that is presented by any party who fails to comply with notice and campaign disclosure requirements.

The Current Zoning (and/or zoning conditions) of the Subject Property is unconstitutional and deprives the Subject Property and all viable economic use thereof. The Proposed Use is the only viable economic use of the Subject Property, and the Governing Jurisdiction has deemed this Application necessary to allow the Proposed Use. As such, the Applicant and Owner file this Application for the purpose of changing the Current Zoning (and/or zoning conditions and requesting variances) to facilitate the Proposed Use, and to exhaust administrative remedies in the event the Application is denied. As such, the filing of this application is not an admission of the need for any such approval of the Applicant’s right to develop the property. The Applicant and Owner reserve the right to challenge the Current Zoning and any zoning conditions and other restrictions affecting the Subject Property.

Denial of the Application or approval of the Application in any form that is different than as requested by the Applicant will impose a disproportionate hardship on the Applicant and Owner of the Subject Property without benefiting any surrounding property owners. There is no reasonable use of the Subject Property

other than as proposed by the Application and no resulting benefit to the public from denial of or modification to the Application.

Any provisions in the applicable land use, subdivision, and /or zoning ordinances (collectively the “Zoning Ordinance”) that classify, or may classify, the Subject Property into any of the non-requested zoning or use classifications, including the Proposed Zoning District and Proposed Use at a density or intensity less than that requested by the Applicant, are unconstitutional in that they constitute a taking of the Applicant’s and Owner’s property rights without first paying fair, adequate, and just compensation for such rights in violation of Article I, Section III, Paragraph I of the Georgia Constitution of 1983, as amended and the Fifth and Fourteenth Amendments to the Constitution of the United States.

The Subject Property is suitable for development as proposed in the Application and it is not suitable for development under any other zoning classification, use, or at a density or intensity less than that requested by the Applicant. Failure to approve the Application as requested by the Applicant would be an unreasonable application of local land use authority, which bears no relationship to the public health, safety, morality or general welfare of the public and would constitute an arbitrary and capricious abuse of discretion in violation of Article I, Section I, Paragraph I of the Georgia Constitution of 1983, as amended and the Due Process Clause of the Fifth and Fourteenth Amendments to the Constitution of the United States.

A refusal by the Governing Jurisdiction to approve the Application as requested by the Applicant will prohibit the only viable economic use of the Subject Property, will be unconstitutional and will discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and Owner and the owners of similarly situated properties in violation of Article I, Section I, Paragraph II of the Georgia Constitution of 1983, as amended, and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States.

A refusal by the Governing Jurisdiction to approve the Application as requested by the Applicant without the consent of persons elected to the governing body of the Governing Jurisdiction will amount to an unlawful delegation of the Governing Jurisdiction’s authority, in violation of Article IX, Section II, Paragraph IV of the Georgia Constitution of 1983, as amended.

Furthermore, the Governing Jurisdiction cannot lawfully impose more restrictive standards on the Subject Property’s development than are presently set forth in the Zoning Ordinance. Any conditions or other restrictions imposed on the Subject Property without the consent of the Applicant and Owner that do not serve to reasonably ameliorate the negative impacts of the development are invalid and void. The imposition of improvements or design requirements unnecessary to facilitate the proposed development constitute an illegal impact fee, an unconstitutional condemnation, or both. As such, the Applicant and Owner reserve the right to challenge any such conditions, restrictions, or design requirements.

The Applicant and Owner assert that each has expended substantial sums and significantly changed its economic position in reliance upon versions of the Zoning Ordinance that allow the development of the Subject Property as proposed by the Applicant. As such, the Applicant has acquired vested rights to develop the property and the filing of this Application shall not constitute a waiver of those vested rights.

Finally, the Applicant and Owner assert that the current Zoning Ordinance, Character Area Map, Future Development Map and Comprehensive Plan were not adopted in compliance with the laws or constitutions of the State of Georgia or of the United States, and a denial of the Applicant's request based upon provisions illegally adopted will deprive the Applicant and Owner of due process under the law.

This Reservation constitutes an Ante Litem Notice pursuant to O.C.G.A. § 36-11-1, which places the Governing Jurisdiction and all other agents of the Governing Jurisdiction, in their official and individual capacities, on notice of the Applicant's and Owner's intent to seek monetary damages and attorney's fees against the Governing Jurisdiction for any rezoning action, zoning condition, illegal impact fee, and any other unlawful restrictions and exactions that are imposed upon the Subject Property, the Applicant, or the Owner.

By filing this Reservation, the Applicant reserves all rights and remedies available to it under the United States Constitution, the Georgia Constitution, all applicable federal, state, and local laws and ordinances, and in equity.

The Applicant and Owner respectfully request that the Application be approved as requested by the Applicant and in the manner shown on the Application, which is incorporated herein by reference. This Reservation forms an integral part of the Application, and we ask that this Reservation be included with the Applicant's other Application materials. The Applicant and Owner reserve the right to amend and supplement this Reservation at any time.

Sincerely,



Ethan Underwood
Attorney for Applicant



J. Ethan Underwood
eunderwood@MilesHansford.com

LETTER OF INTENT

Applicant:	Galal "Jay" Farhat
Subject Property:	306 Thompson Street, Alpharetta, GA 30009, Designated as Fulton County Parcel ID No. 12 284108020053
Proposed Action:	Rezoning with Variances
Current Zoning:	R-12 – Dwelling, 'For-Sale', Detached Residential
Proposed Zoning:	DT-LW – Downtown Live-Work
Proposed Use:	2 Single Family Dwellings, Detached
ROW Access:	Thompson Street

This Letter of Intent is intended to comply with the application procedures established by The City of Alpharetta, GA for submittal of land use applications, as required by the City of Alpharetta Unified Development Code (the "UDC"), City of Alpharetta Public Hearing Application Requirements, and other City of Alpharetta Ordinances and Standards.

The Applicant has submitted contemporaneously with this Letter of Intent the Public Hearing Application package for a variance, as may be amended (the "Application"). With regard to any zoning, conditional use permit, and variances requested in the Application (as applicable), the Applicant incorporates all statements made in the Public Hearing Application as part of this Letter of Intent.

Specifically, the Applicant requests the following:

- 1) Rezone the Subject Property from Dwelling, 'For-Sale', Detached Residential District (R-12) to Downtown Live-Work (DT-LW)**
- 2) Variances:**
 - 1. Eliminate the requirement for a street facing garage to be recessed a minimum distance of 20 feet behind the building façade. (UDC § 2.4.6(C)).**
 - 2. Allow on-site parking between a building and a street. (UDC § 2.7.2).**
 - 3. Allow for Contemporary Style Single Family Detached Dwelling(s) to be constructed on the property. (UDC § 2.8.7 (C)).**
 - 4. Remove the requirement to install a multi-use trail along any new or existing street. (UDC § 3.5.7(B)).**
 - 5. Remove the requirement to install a multi-use trail along any new or existing street. (UDC § 2.3.5(B)).**

The Proposed Action is consistent with the Alpharetta Comprehensive Plan and the Future Land Use Map/Future Development Map. The Future Development Map shows the Subject Property in the Mixed Use Live Work land use category within the Downtown Overlay District, where the proposed DT-LW zoning category is an approved category. Up to 8 residential units per acre is allowed in the DT-LW zoning category, and the Proposal calls for only 1.74 units per acre.

This Proposed Action to rezone to DT-LW for two single-family dwellings on 1.148 acres is compatible with the surrounding properties because the surrounding properties are also zoned for residential development. The Future Development Map shows the Subject Property in the Mixed Use Live Work category within the Downtown Overlay District, where the DT-LW zoning classification is an appropriate category. The adjacent properties to the west, south, and east are in the Mixed Use Live Work category as well, and the adjacent property to the north is in the Medium Density Residential category. The Proposal to rezone to DT-LW is therefore consistent with the medium- to high-density residential development that either already exists or is anticipated on the surrounding properties.

This Proposal will positively affect the use and value of the surrounding residential properties. The use of the surrounding properties will be enhanced by the interconnectivity provided to the Alpha Loop trail on the northern end of the Subject Property and by the interconnectivity provided to the sidewalk along Thompson Street along the southern end of the Subject Property. The value of the surrounding properties will be enhanced by the Subject Property's high-end residences and premium site design.

The impact to schools would be minimal. The number of new students that will live at the Subject Property is estimated to be approximately 2 (assuming 0.75 students per residence) spread across all grades. With regard to public utilities, sanitary sewer, water, natural gas, electricity and cable are available to the Subject Property. The impact on public utilities will be in keeping with growth projected by utility providers.

The increase to population if the Proposal were approved would be minor: approximately 5 people (assuming 2.5 people per residence). The increase to traffic would be minor as well: approximately 12 trips per 24 hours (2 residences multiplied by 5.75 vehicle trips per residence per 24 hours equals 12 vehicle trips per 24 hours). A Trip Generation Report analyzing the projected effects of the Proposal on traffic is submitted with this Application, and incorporated by reference.

CONCLUSION

Because the Applicant's Proposal complies with all criteria appropriate for consideration for the Application, the Applicant respectfully requests that this Application, which is incorporated herein by reference, be approved as requested. The Applicant and owner reserve the right to amend and supplement this Letter of Intent at any time.

Sincerely,



Ethan Underwood
Attorney for Applicant

Trip Generation Report

Land Use	Intensity (Number of Homes)	Daily Total	A.M. Peak			P.M. Peak		
			In	Out	Total	In	Out	Total
Single Family Dwelling, Detached (210)	2 Units	12	2	4	6	3	2	6

Legal Description

All that tract or parcel of land lying and being in in Land Lot 802 of the 1st Land District, 2nd Section, Fulton County, Georgia, containing approximately 1.148 acres, more or less, according to a plat of survey dated June 25, 2021, prepared for Galal Farhat, Truist Bank, and First American Title Insurance Company by Engineering 303, certified by Matt G. Forte, Georgia Registered Land Surveyor No. 2721 and, according to such plat of survey, being more particularly described as follows:

Beginning at a $\frac{3}{4}$ inch open top pipe located at the corner common to the lands now or formerly held by Joshua Avren and the land common to the land now or formerly held by Academy Park Neighborhood Association Inc., which is the True Point of Beginning; run

Thence along the line common to the lands now or formerly held by Joshua Avren, South 00 degrees 21 minutes 10 seconds West a distance of 98.26 feet to the corner common to the lands now or formerly held by Regina Garrett, said corner being monumented by a $\frac{1}{2}$ " rebar 0.55 feet West; run

Thence along the line common to the lands now or formerly held by Regina Garrett, South 00 degrees 21 minutes 10 seconds West a distance of 11.86 feet to a $\frac{1}{2}$ " rebar at the corner common to the lands now or formerly held by JMC Lender, LLC;

Thence along said right of way of Thompson Street, along said line, North 00 degrees 19 minutes 45 seconds East a distance of 494.65 feet to a $\frac{1}{2}$ " rebar with blue cap (LSF #1121) at the line common to the lands now or formerly held by PSV, LLC; run

Thence along said line North 89 degrees 59 minutes 07 seconds East a distance of 99.93 feet to a $\frac{3}{4}$ " open top pipe, said open top being the True Point of Beginning.

Said property is more fully described according to the above reference plat, which is incorporated herein by this refence.

This legal description is prepared solely for the purpose of facilitating a land use application and should not be relied upon for any other purpose.

COPELAND DORIS
2408 LOXFORD LANE
ALPHARETTA GA 30009

SIGG STEFAN G & SIGG SHARON B
12040 DANCLIFF TRCE
ALPHARETTA GA 30009

CLADAKIS JOHN N
2625 MILFORD LN
ALPHARETTA GA 30004

HEIDT DALE A & MARJORIE P
2406 LOXFORD LN
ALPHARETTA GA 30009

WEBB LESLIE A & WEBB MICHAEL J
12050 DANCLIFF TRC
ALPHARETTA GA 30009

SANDRAP ANN
2635 MILFORD LANE
ALPHARETTA GA 30009

LITTLE PATRICIA ELLEN
2404 LOXFORD LN
ALPHARETTA GA 30009

AGASSANDIAN KHRISTOFOR & AGASSANDI
AN MARIANNA
2580 MILFORD LANE
ALPHARETTA GA 30009

YATES MICHAEL JAMES & YATES KIM A
2645 MILFORD LN
ALPHARETTA GA 30009

DIANNE BOEHM WEAVER REVOCABLE LIVI
NG TR
2402 LOXFORD LN
ALPHARETTA GA 30004

SEAN MCGARRY REVOCABLE TRUST THE
3445 STRATFORD RD NE UNIT 1701
ATLANTA GA 30326

ACADEMY PARK NEIGHBORHOOD ASSN INC
12102 DANCLIFF TRC
ALPHARETTA GA 30009

CASTEEL WALTER L JR & FELICIA DON
NA GALE
12060 DANCLIFF TRC
ALPHARETTA GA 30009

GOOD MARK & GOOD ELISABETH
2600 MILFORD LANE
ALPHARETTA GA 30009

CUSTIN STEVEN D & CUSTIN CONNIE M
2700 DONNELATH PL
ALPHARETTA GA 30009

DAVIS ELIZABETH & DAVIS WILLIAM E
III
12070 DANCLIFF TRC
ALPHARETTA GA 30009-8707

JONES DEREK
2610 MILFORD LANE
ALPHARETTA GA 30009

KINSKEY TERRY P
2710 DONNELATH PL
ALPHARETTA GA 30004

HARRIS EVA
12080 DANCLIFF TRC
ALPHARETTA GA 30009

ROSTKOWSKI RYAN J
2620 MILFORD LN
ALPHARETTA GA 30009

MARK T & ANDREA K HANLEY JOINT LIV
ING TRUST THE
2720 DONNELATH PL
ALPHARETTA GA 30009

JENKINS MARCHE D & DALPHE S
12090 DANCLIFF TRCE
ALPHARETTA GA 30009

MITCHELL JASON L & ELAINE
2630 MILFORD LANE
ALPHARETTA GA 30009

POPE JAMES F & POPE KATHERINE B
2730 DONNELATH PL
ALPHARETTA GA 30009-8718

WILLS DWIGHT D & KATHLEEN
12100 DANCLIFF TRC
ALPHARETTA GA 30009

THOMAS RUSSELL S & THOMAS KATHERIN
E I
2640 MILFORD LANE
ALPHARETTA GA 30009

MASTERS BRENT D & KATE
2740 DONNELATH PL
ALPHARETTA GA 30009

PIENINIEMI SAULI J & PIENINIEMI LI
NDA
12030 DANCLIFF TRC
ALPHARETTA GA 30009

GREGORY TAMMY L
2650 MILFORD LN
ALPHARETTA GA 30009

TAYLOR LARKIN JOAN
2750 DONNELATH PL
ALPHARETTA GA 30009

PEPPER RONALD & PEPPER NATALIE GOLD
2760 DONNELATH PL
ALPHARETTA GA 30009

GLUBE NANCY E & LEVENBERG HOWARD
2500 MILFORD LN
ALPHARETTA GA 30009

ADRIAN P SCHOONE LIVING & DEVOLUTI
ON TRUST
1805 TREVINO TRL
RACINE WI 53406

MEYERS KENNETH & MEYERS MARY JO
2770 DONNELATH PL
ALPHARETTA GA 30009

KITCHENS LEANNE HELLER
2510 MILFORD LANE
ALPHARETTA GA 30009

MORRIS WAYNE ALAN & LAURIE ELLEN
12135 DANCLIFF TRC
ALPHARETTA GA 30009

BOCHICCHIO MELISSA CARLL & BOCHIC
C HIO GREGORY
2780 DONNELATH PL
ALPHARETTA GA 30009

CRAFT TRACEY
2520 MILFORD LANE
ALPHARETTA GA 30009

BAILEY EILEEN A
213 S HARRISON ST
PRINCETON NJ 08540

WILLIAMS RICKIE & PATRICIA
2765 DONNELATH PL
ALPHARETTA GA 30009

FIELDS ARNOLD & SKIDMORE CHARLOTTE
2530 MILFORD LN
ALPHARETTA GA 30004

BONDUR RICHARD D & SUSAN M
12155 DANCLIFF TRCE
ALPHARETTA GA 30009

MC GUFFEY MARGARET BROOKE
2775 DONNELATH PL
ALPHARETTA GA 30009

BROWN JOHN & TONI BROWN
2540 MILFORD LANE
ALPHARETTA GA 30009

ROEMER SIDNEY & ADELE J
12175 DANCLIFF TRCE
ALPHARETTA GA 30009

PRICE ROBERT T JR & CAROL R
2785 DONNELATH PL
ALPHARETTA GA 30004

SMITH CYNTHIA J
2550 MILFORD LANE
ALPHARETTA GA 30009

HUNG HSIAO CHIU LIVING TRUST THE
12185 DANCLIFF TRC
ALPHARETTA GA 30009

JACOBBER ANDREW & JACOBBER ROBYN
2795 DONNELATH PL
ALPHARETTA GA 30009

BRYAN RANDALL & BELINDA
2560 MILFORD LANE
ALPHARETTA GA 30009

LENKE MARK E & LAURIE L
12110 DNACLIFF TRCE
ALPHARETTA GA 30009

NELSON CHRIS E & SUZANNE R
2805 DONNELATH PL
ALPHARETTA GA 30009

CONLON BRIAN MATTHEW SR & GINA SWI
MS
2570 MILFORD LANE
ALPHARETTA GA 30009

KONKEL JOHN & STUMPE BEATE
12120 DANCLIFF TRCE
ALPHARETTA GA 30009

STEWART KIMBERLY
2815 DONNELATH PL
ALPHARETTA GA 30009-8721

SCHIFTIC RONALD M & SCHIFTIC PAMEL
A J
2800 DONNELATH PL
ALPHARETTA GA 30009

SMEAL SCOTT A & SMEAL DIANNA
12130 DANCLIFF TRCE
ALPHARETTA GA 30009

ROYER TERRY R & ROYER DEBORAH L
2885 DONNELATH PL
ALPHARETTA GA 30022

BARBARA ANN ROBINSON REVOCABLE LIV
ING TRUST THE
2810 DONNELATH PL
ALPHARETTA GA 30009

GODDWIN ANDREW J III & SANDRA G
12140 DANCLIFF TRC
ALPHARETTA GA 30009

GREEN PATRICE H
12150 DANCLIFF TRC
ALPHARETTA GA 30009-8730

KIPPER MONICA
2545 MILFORD LANE
ALPHARETTA GA 30009

MAGRUDER SAM W JR & CAROLYN J
11970 DANCLIFF TRC
ALPHARETTA GA 30009

SAUERTEIG JAIME E & IRENE
12160 DANCLIFF TRCE
ALPHARETTA GA 30009

STRICKLAND TIMOTHY A & TONI L
2555 MILFORD LN
ALPHARETTA GA 30009

MILLER DENISE A
11925 DANCLIFF TRCE
ALPHARETTA GA 30009-8740

GUE MICHAEL D & BETTINA M
2585 MILFORD LN
ALPHARETTA GA 30009

TRENTACOSTA KRISTEN
2565 MILFORD LANE
ALPHARETTA GA 30009

WOLF JEANNE ELIZABETH
11935 DANCLIFF TRC
ALPHARETTA GA 30009

CUNNINGHAM MARIAN & THOMAS
2595 MILFORD LN
ALPHARETTA GA 30009

NIECE DEREK S
2575 MILFORD LN
ALPHARETTA GA 30009

MARTHA STROH REVOCABLE TRUST THE
11945 DANCLIFF TRCE
ALPHARETTA GA 30009

ROADERICK JASON A & MELINDA H
2605 MILFORD LN
ALPHARETTA GA 30009

JERROLD MARION & DOUG
11890 DANCLIFF TRCE
ALPHARETTA GA 30009-8736

RAY ANGELIA
11715 DANCLIFF TRCE
ALPHARETTA GA 30009

DAVID & COLLEEN THIEL LIVING TRUST
THE
2615 MILFORD LANE
ALPHARETTA GA 30009

COLEMAN MAUREEN K
11900 DANCLIFF TRC
ALPHARETTA GA 30009

DUNNING MARINA & DUNNING TIMOTHY
11725 DANCLIFF TRC
ALPHARETTA GA 30009

JAGER BERNHARD & JAGER KIMBERLY
2505 MILFORD LANE
ALPHARETTA GA 30009

IRVING JOHN E
11910 DANCLIFF TRCE
ALPHARETTA GA 30009-8737

KROENKE STEVEN J
11735 DANCLIFF TRCE
ALPHARETTA GA 30009-8738

NEWMAN ALLYSON CAREN & BARRY J
2515 MILFORD LN
ALPHARETTA GA 30009-8714

GOULD DAVID S
11920 DANCLIFF TRCE
ALPHARETTA GA 30009

FELDER PATRICK W
11745 DANCLIFF TRCE
ALPHARETTA GA 30009

STERNBERGER STEPHEN J & TAESUN
2525 MILFORD LANE
ALPHARETTA GA 30009

IRACE HENRY E JR & MARGARET M
11950 DANCLIFF TRCE
ALPHARETTA GA 30009-8737

HARTMAN DAVID P & MARY W
11785 DANCLIFF TRCE
ALPHARETTA GA 30009-8738

WHARTON PATRICK
2535 MILFORD LN
ALPHARETTA GA 30004

EDWARDS THOMAS J & ALLISON
11960 DANCLIFF TRCE
ALPHARETTA GA 30009-8737

NEWTON TERRY & NEWTON WILLIAM
11795 DANCLIFF TRC
ALPHARETTA GA 30009

REVOCABLE LIVING TRUST OF DIANE MA
CIEIK
11740 DANCLIFF TRCE
ALPHARETTA GA 30009

COONEY ARTHUR COONEY JOAN
12010 DANCLIFF TRCE
ALPHARETTA GA 30009

RIDLEY DAVID T & PEGGY J
11860 DANCLIFF TRCE
ALPHARETTA GA 30009

COPMAN TERESA ANN & COPMAN MITCHEL
L ALAN
11750 DANCLIFF TRC
ALPHARETTA GA 30009-8735

ROBERTON WALL KAREN K & RAINSFORD
JAMES J
12020 DANCLIFF TRC
ALPHARETTA GA 30009

LINN KELLEY LOOMER
11870 DANCLIFF TRC
ALPHARETTA GA 30009

DEWEERD GARY A
11760 DANCLIFF TRCE
ALPHARETTA GA 30009

RICHARD JOHN F & RICHARD KAREN A
11680 DANCLIFF TRC
ALPHARETTA GA 30005

POWERS MICHAEL K & HEATHER R
11880 DANCLIFF TRC
ALPHARETTA GA 30009

CLELAND DAVID C & CLELAND JOANNE W
11770 DANCLIFF TRC
ALPHARETTA GA 30009

CONTE RICHARD E & ROBERTA J
11690 DANCLIFF TRCE
ALPHARETTA GA 30009

BENSON HOWARD & BENSON SHELIA KATH
LEEN
12195 DANCLIFF TRC
ALPHARETTA GA 30009

WEIRBACH STEPHEN J & PECK BRENDA J
11780 DANCLIFF TRC
ALPHARETTA GA 30009

SHAW JOHN
11700 DANCLIFF TRCE
ALPHARETTA GA 30009

JACKSON LAURA WARLICK
12205 DANCLIFF TRC
ALPHARETTA GA 30009

DORSKY ROBERT B JR & DORSKY LYDIA T
11790 DANCLIFF TRC
ALPHARETTA GA 30009

FOWLER WILLIAM M & FOWLER PAMELA J
11710 DANCLIFF TRC
ALPHARETTA GA 30009

BJORSETH RICHARD & HELENE
12215 DANCLIFF TRCE
ALPHARETTA GA 30009

WHITAKER MALAIKA
11800 DANCLIFF TRC
ALPHARETTA GA 30009

BREIER RUSSELL & RITA
11720 DANCLIFF TRCE
ALPHARETTA GA 30009

BARBER LAWRENCE & BARBER KATHERINE
E
12225 DANCLIFF TRC
ALPHARETTA GA 30009

ALDORT HENRY A
11810 DANCLIFF TRCE
ALPHARETTA GA 30009

NORWOOD DARRIN
11830 DANCLIFF TRCE
ALPHARETTA GA 30009

COLE JOSEPHINE N
12220 DANCLIFF TRCE
ALPHARETTA GA 30009

MC DONALD VIRGINIA O
11990 DANCLIFF TRC
ALPHARETTA GA 30009

HARRISON SCOTT W & HARRISON SARA J
11840 DANCLIFF TRC
ALPHARETTA GA 30009

ISRAEL ROBERT SOLOMON & DALE MENDE
LSON
12190 DANCLIFF TRCE
ALPHARETTA GA 30009

ROSNER MARK & JILL B
12000 DANCLIFF TRACE
ALPHARETTA GA 30004

MOORE CAROLYN MEREDITH
11850 DANCLIFF TRC
ALPHARETTA GA 30009

SACHS NANCY & STEVEN
12200 DANCLIFF TRCE
ALPHARETTA GA 30009

ANDERSON HARRY G & RUTH J
12210 DANCLIFF TRCE
ALPHARETTA GA 30009

STEVENS ROBERT & CONNELL DEBORAH
12280 DANCLIFF TRCE
ALPHARETTA GA 30009

ILANICH LLC
12290 DOUGLAS RD
ALPHARETTA GA 30005

KEITH A & SANDRA PHILBROOK JOINT R
EVOCABLE TRUST T
12245 DANCLIFF TRC
ALPHARETTA GA 30009

GREGORY WAYNE COMSTOCK REVOCABLE L
IVING TRUST THE
12300 DANCLIFF TRCE
ALPHARETTA GA 30009-8710

BERNER CARLENE
1017 POPLAR RIDGE RUN
ALPHARETTA GA 30004-1652

GARY J CARDOZA REVOCABLE TRUST
12255 DANCLIFF TRCE
ALPHARETTA GA 30009

DRISKELL DEENA L
12310 DANCLIFF TRC
ALPHARETTA GA 30009

BENSINGER SHELBY JANE
1019 POPLAR RIDGE RUN
ALPHARETTA GA 30009

SHEVLIN JAMES M & SHEVLIN ANN
12265 DANCLIFF TRC
ALPHARETTA GA 30009

YOCKEY JAMES R & BRENDA K
12335 DANCLIFF TRCE
ALPHARETTA GA 30009-8713

S10 HOLDINGS LLC
2302 TRAYWICK CHASE
ALPHARETTA GA 30004

GOOD GLENN & GOOD KATHRYN A
12275 DANCLIFF TRC
ALPHARETTA GA 30009

FAN XIAO & LI JING
6584 MARLOWE GLEN WAY
JOHNS CREEK GA 30024-4747

AVREN LINDA LADNER & AVREN DOUGLAS
5174 MCGINNIS FERRY RD #240
ALPHARETTA GA 30009

MC GLAMERY BILLY D & CAROLYN M
12285 DANCLIFF TRCE
ALPHARETTA GA 30009

MANN PAULA B
1005 POPLAR RIDGE RUN
ALPHARETTA GA 30009

HESS EILEEN B
1025 POPLAR RIDGE RUN
ALPHARETTA GA 30004

STROM WALLACE & ANGELA G
12240 DANCLIFF TRC
ALPHARETTA GA 30009

GOWDY STEPHANIE VANESSA
9415 KNOLLCREST BLVD
ALPHARETTA GA 30005

TUZOVA KRISTINA
1027 POPLAR RIDGE RUN
ALPHARETTA GA 30009

CATROPPA FRANK A & LINDA M
12250 DANCLIFF TRCE
ALPHARETTA GA 30009

KOMALA JOYCE L
1009 POPLAR RIDGE RUN
ALPHARETTA GA 30004-1652

MCLEAN MITCHELL L
1029 POPLAR RIDGE RUN
ALPHARETTA GA 30004

MAGLEY WILLIAM J & MARGARET J
12260 DANCLIFF TRCE
ALPHARETTA GA 30009

HAMDAN BERT C
1011 POPLAR RIDGE RUN
ALPHARETTA GA 30009

OVISSI SALTANAT
1031 POPLAR RIDGE RUN
ALPHARETTA GA 30004

LEVY WILLIAM A & LAUREN S
12270 DANCLIFF TRCE
ALPHARETTA GA 30009-8709

YEHUDAI SHABTAI & HAGIT
2302 TRAYWICK CHASE
ALPHARETTA GA 30004

STALNAKER SUSAN K
1033 POPLAR RIDGE RUN
ALPHARETTA GA 30004

ALDERFER WILLIAM D & PAULETTE
2124 YORKSHIRE CT
WOODSTOCK GA 30189-5223

DRM ESTATE LLC
12570 PINDELL CIR
ALPHARETTA GA 30004

EA HOMES LP
5757 GLENRIDGE DR BLDG/STE D350
ATLANTA GA 30328

SCHNEIDER RICHARD & SCHNEIDER SCOTT
1037 POPLAR RIDGE RUN
ALPHARETTA GA 30009

EA HOMES LP
5775 GLENRIDGE DR BLDG/STE D350
ATLANTA GA 30328

HORIZON CLINICAL LLC
1170 PEACHTREE ST STE 2400
ATLANTA GA 30309

LYKINS JOSHUA ALLEN & JESSICA W
1039 POPULAR RIDGE RUN
ALPHARETTA GA 30009

EA HOMES LP
5775 GLENRIDGE DR BLDG/STE D350
ATLANTA GA 30328

HORIZON CLINICAL LLC
1170 PEACHTREE ST STE 2400
ATLANTA GA 30309

WOLSKI LAURA
1041 POPLAR RIDGE RUN
ALPHARETTA GA 30004

CITY OF ALPHARETTA
2 S SOUTH MAIN ST
ALPHARETTA GA 30004

PSV LLC
P O BOX 1385
ALPHARETTA GA 30009

BROWN CAROL
1001 POPLAR RIDGE RUN
ALPHARETTA GA 30009

EA HOMES LP
5757 GLENRIDGE DR BLDG/STE D350
ATLANTA GA 30328

PSV LLC
P O BOX 1385
ALPHARETTA GA 30009

PRAYOGG ARIS ELEANOR
5000 VILLAGE GREEN WAY
ALPHARETTA GA 30004

WANG MATTHEW
2850 TRAYWICK CHASE
ALPHARETTA GA 30004

EA HOMES LP
5775 GLENRIDGE DR BLDG/STE D350
ATLANTA GA 30328

BATCHELOR PATRICIA A
5212 VILLAGE GREEN WAY
ALPHARETTA GA 30004

SAHAR INVESTMENTS LLC
8740 RHAPSODY LANE
CUMMING GA 30041

EA HOMES LP
5775 GLENRIDGE DR BLDG/STE D350
ATLANTA GA 30328

CUBIT III LLC
8740 ISLESWORTH CT
DULUTH GA 30097

306 THOMPSON STREET LLC
203 N ESPLANADE
ALPHARETTA GA 30009

EA HOMES LP
5757 GLENRIDGE DR BLDG/STE D350
ATLANTA GA 30328

CUBIT III LLC
8740 ISLESWORTH CT
DULUTH GA 30097

EA HOMES LP
5757 GLENRIDGE DR BLDG/STE D350
ATLANTA GA 30328

CITY OF ALPHARETTA
2 SOUTH MAIN ST
ALPHARETTA GA 30004

SAHAR INVESTMENTS LLC
8740 RHAPSODY LANE
CUMMING GA 30041

EA HOMES LP
5757 GLENRIDGE DR BLDG/STE D350
ATLANTA GA 30328

CITY OF ALPHARETTA
2 SOUTH MAIN ST
ALPHARETTA GA 30004

EA HOMES LP
5757 GLENRIDGE DR BLDG/STE D350
ATLANTA GA 30328

ROWE HANNAH & LINDSAY MOSHE
1335 JAMESTOWNE TRL
ALPHARETTA GA 30009

STANCIL JENNIFER MAE & GOLUB RICHARD
MICHAEL JR
1290 JAMESTOWN TRL
ALPHARETTA GA 30009

EA HOMES LP
5775 GLENRIDGE DR BLDG/STE D350
ATLANTA GA 30328

RUBAN MAKSYM I
1325 JAMESTOWN TRL
ALPHARETTA GA 30009

ROBERTS REBECCA K & BRIDGES HAYDEN
N
1280 JAMESTOWNE TRL
ALPHARETTA GA 30009

CITY OF ALPHARETTA GEORGIA
2 S MAIN ST
ALPHARETTA GA 30009

BARRAND STEVEN D
1315 JAMESTOWNE TRL
ALPHARETTA GA 30004-1774

WEST GREGORY H
1275 JAMESTOWNE TRL
ALPHARETTA GA 30004

EA HOMES LP
5775 GLENRIDGE DR BLDG/STE D350
ATLANTA GA 30328

SILLAY MORGAN
1305 JAMESTOWNE TRL
ALPHARETTA GA 30009

GRATEROL RAFAEL SIMON ECHEVERRIA &
LOPEZ MAURYS ES
1265 JAMESTOWNE TRL
ALPHARETTA GA 30009

NESHER LINOY
1215 JAMESTOWNE TRL
ALPHARETTA GA 30009

INEICHEN PHILIPP A & ZEHNDER CLAUDIA
6849 WEATHERSTONE WAY
ALPHARETTA GA 30009

ROBINSON SCOTT
170 FALLEN LEAF CT
ALPHARETTA GA 30005

TOWNSEND BARBARA
1205 JAMESTOWNE TRL
ALPHARETTA GA 30009

DELK MICHAELA
1295 JAMESTOWNE TRL
ALPHARETTA GA 30004

FLEENOR JUDY
1245 JAMESTOWNE TRL
ALPHARETTA GA 30004

SALAZAR OSCAR
115 OLD BARN CT
ALPHARETTA GA 30004

RADEV MIROSLAV R
1320 JAMESTOWNE TRL
ALPHARETTA GA 30009

LOVE DEBORAH A
2105 NEWPORT LNDG
ALPHARETTA GA 30009

REINSEL MICHAEL S
1185 JAMESTOWNE TRL
ALPHARETTA GA 30009

MOBLEY JOHN W
1310 JAMESTOWNE TRL
ALPHARETTA GA 30004

BURNETT JORDAN B
2115 NEWPORT LNDG
ALPHARETTA GA 30009

JONES DEREK
2610 MILFORD LANE
ALPHARETTA GA 30009

WIEDMAN TODD & WIEDMAN STACY
1285 JAMESTOWNE TRL
ALPHARETTA GA 30009

NESHER LINOY
890 RAMSDEN RUN
ALPHARETTA GA 30022

ALPHA PARK REALTY LLC
10585 ROXBURGH LANE
ROSWELL GA 30076

PATE JERRY D
1300 JAMESTOWNE TRL
ALPHARETTA GA 30009-3774

KORSHUNOV KIRILL
2135 NEWPORT LNDG
ALPHARETTA GA 30009

ALLEN MICHAEL A
1235 JAMESTOWNE TRL
ALPHARETTA GA 30004-1794

YEHUDAI SHABTAI & YEHUDAI HAGIT
2302 TRAYWICK CHASE
ALPHARETTA GA 30004

COSTA ROMULO PAULADA
3185 CAPE CIR
ALPHARETTA GA 30009

NJDG ALPHA PROPERTIES LLC
100 WELLINGTON WAY
CANTON GA 30115

CONSOR ROBIN & BRUCE JAY
214 BRAEDEN WAY
ALPHARETTA GA 30009

ALVAREZ DESTINI
3175 CAPE CIR
ALPHARETTA GA 30009

MIZELL ELIZABETH P
1360 JAMESTOWN TRL
ALPHARETTA GA 30009-3770

STEED ERICA
3270 CAPE CIR
ALPHARETTA GA 30009

ELLIS ELIZABETH
3210 CAPE CIR
ALPHARETTA GA 30009-3772

MORY NATHALIE & BAREL KARIN
11685 PARKSIDE AVE
ALPHARETTA GA 30005-2419

ONDOV ANJANA
1425 BELLEVUE AVE APT 14
BURLINGAME CA 94010

HUSSAIN FAHAD
794 ADLER CT
ALPHARETTA GA 30005

BHANU LAKSHMI KALYANA C KOTIPALLI
LIVING TRUST THE
1340 JAMESTOWN TRL
ALPHARETTA GA 30009

BRIDGES MATTHEW & LINDSAY
3260 CAPE CIR
ALPHARETTA GA 30009

BILGER AARON R
3200 CAPE CIR
ALPHARETTA GA 30009

JAMESTOWNE HOMEOWNERS ASSOC INC
1338 JAMESTOWNE TRL
ALPHARETTA GA 30004-1774

POMPILIO REVOCABLE LIVING TRUST THE
3245 CAPE CIR
ALPHARETTA GA 30009

MOTAHARI RAHELE
3155 CAPE CIR
ALPHARETTA GA 30004

PADGETT SUE A
3205 CAPE CIR
ALPHARETTA GA 30009-3772

REYES MARINA TEO DE & ESPONOZA LEO
NEL E
3250 CAPE CIR
ALPHARETTA GA 30009

CZARNOWICKI TALI & KLEIN ROI
504 EAST 63RD ST APT 16R
NEW YORK NY 10065

FINNELL LAURA A
3195 CAPE CIR
ALPHARETTA GA 30021

HERAK JUDITH
3240 CAPE CIR
ALPHARETTA GA 30004

THE GUILLOU-HUNTER JOINT REVOCABLE
TRUST
14583 MANCHESTER DR
NAPLES FL 34114

LAVI ROY
4415 PARK BROOKE TRC
ALPHARETTA GA 30022

SARAN FEIZOLLAH SOLOOK
3230 CAPE CIR
ALPHARETTA GA 30009

ADANYA EYAL & ADANYA MERAV TZILA
7875 CROWNPOINT DR
ALPHARETTA GA 30005

FERGUSON MITCH
3215 CAPE CIR
ALPHARETTA GA 30004

RICHARDS CLARK L & CHARLOTTE A
3220 CAPE CIR
ALPHARETTA GA 30004-1772

BURNS CHARISE
3180 CAPE CIR
ALPHARETTA GA 30004

GUY BRIAN TODD & GUY DANYELLE
3125 CAPE CIR
ALPHARETTA GA 30009

JAMESTOWNE HOMEOWNERS ASSOC INC
1338 JAMESTOWNE TRL
ALPHARETTA GA 30004-1774

AVALON RESIDENTIAL COMMUNITY ASSOC
IATION INC
1465 NORTHSIDE DR NW 128
ATLANTA GA 30318

RACHEL JONATHAN K
511 ANGEL FISH RD
BLAIRSVILLE GA 30512

ACADEMY PARK NEIGHBORHOOD ASSN INC
12102 DANCLIFF TRC
ALPHARETTA GA 30009

BROWN RITA & MICHAEL
205 N ESPLANADE
ALPHARETTA GA 30009

MASTEJ LAURA W
3170 CAPE CIR
ALPHARETTA GA 30004-1793

ACADEMY PARK NEIGHBORHOOD ASSOC INC
12102 DANCLIFF TRC
ALPHARETTA GA 30009

FARHAT GALAL & SEWAR
203 NORTH ESPLANADE
ALPHARETTA GA 30009

YOUNG KEVIN T & DANIELLE D
3100 CAPE CIR
ALPHARETTA GA 30009

ACADEMY PARK NEIGHBORHOOD ASSOCIAT
ION INC
12102 DANCLIFF TRC
ALPHARETTA GA 30009

CLARK RICHARD W & CHARLOTTE M
201 N ESPLANADE
ALPHARETTA GA 30009

EDGEFIELD GA PROPERTIES LLC
221 16TH ST NW SUITE 2
ATLANTA GA 30363

ACADEMY PARK NEIGHBORHOOD ASSOCIAT
ION INC
12102 DANCLIFF TRC
ALPHARETTA GA 30009

WILLIS PHILLIP & WILLIS LAURA
211 N ESPLANADE
ALPHARETTA GA 30009

NICULAU CRISTINA
3120 CAPE CIR
ALPHARETTA GA 30009

ANDALUSIA PROPERTIES INC
P.O. BOX 2437
SMYRNA GA 30081

DUNN MICHAEL RODGER
343 S ESPLANADE PKWY
ALPHARETTA GA 30009-3159

NICULAU CRISTINA
3130 CAPE CIR
ALPHARETTA GA 30009-3771

HUCKEBA DAVID W
100 GRAND CRES
ALPHARETTA GA 30009

PELLER JEFFREY S
345 S ESPLANADE
ALPHARETTA GA 30009

LAUCELLA ANDREA & MOTES NANCY
3140 CAPE CIR
ALPHARETTA GA 30009

COUZENS CHRISTOPHER MARK & HEINLEN
STEPHANIE
102 GRAND CRES
ALPHARETTA GA 30009

KORB JULIA T
213 NORTH ESPLANADE
ALPHARETTA GA 30009-3157

HICKS DAVID J
160 VALLEY DR
ROSWELL GA 30075-3723

BENNETT BRUCE
3310 W END AVE STE 470
NASHVILLE TN 37203

PJM AVALON LLC
PO BOX 22
WALKER MN 56484

COHEN AMIT & ARIELA
3160 CAPE CIR
ALPHARETTA GA 30009

DEVELOPMENT AUTHORITY OF FULTON CO
UNTY
5200 BUFFINGTON RD
ATLANTA GA 30349

MORENO VERONICA & EDUARDO
310 GARDEN TER
ALPHARETTA GA 30022-5181

PUGH BRIAN A
339 S ESPLANADE
ALPHARETTA GA 30009

GREENDA RANDOLPH F & BARBARA J
331 S ESPLANADE
ALPHARETTA GA 30009

KAUTTER WILLIAM J JR & KAUTTER CAR
OL L
8926 NORTH OCEAN BLVD
MYRTLE BEACH SC 29572-4421

HIRSCH GLENN MARK & LYNN ANN
341 S ESPLANADE
ALPHARETTA GA 30009

HICKEY PHILIP J & HICKEY REEDY D
75 PARK ROW LANE
SANTA ROSA BEACH FL 32459

RUSSO ROBERT M & SHANNON W
122 GRAND CRES
ALPHARETTA GA 30009

LEE SIGMUND & NANCY
395 BEVERLY RD NE
ATLANTA GA 30309

RS2 INVESTMENTS LLC
120 GRAND CRES
ALPHARETTA GA 30009

CHUNARA SHEHZAAN & ZAINAB
120 GRAND CRES
ALPHARETTA GA 30009

MELISSA MARIE GIANNAMORE REVOCABLE
LIVING TRUST TH
108 GRAND CRES
ALPHARETTA GA 30009

DEWRELL TRACEY & MARA
336 S ESPLANADE
ALPHARETTA GA 30009

CLARK J MICHAEL
114 GRAND CRES
ALPHARETTA GA 30009

DANER MARC S & MARIA M
106 GRAND CRESCENT
ALPHARETTA GA 30009

CH RETAIL FUND I ATLANTA ATWATER L
L C
P.O. BOX 250509
ATLANTA GA 30305-1512

SUI JINGZHAO
116 GRAND CRES
ALPHARETTA GA 30009

COLSON JOHN T JR & ERIN
333 S ESPLANADE
ALPHARETTA GA 30009

DEVELOPMENT AUTHORITY OF FULTON CO
UNTY
2200 AVALON BLVD
ALPHARETTA GA 30009

STAN & CAROL JOSEPH 2021 TRUST THE
118 GRAND CRES
ALPHARETTA GA 30009

XU JIAN
8025 PRESTWICK CIR
DULUTH GA 30097

DEVELOPMENT AUTHORITY OF FULTON CO
UNTY
10525 VISTA SORRENTO PKWY STE 110
SAN DIEGO CA 92121

DOTY AMY E
3049 FAIRWAY HILL CT
PARK CITY UT 84060

CALCITE LLC
235 CENTRO BOITUVA
18550-000 BRAZIL

DUVALL FAMILY TRUST THE
128 GRAND CRESCENT
ALPHARETTA GA 30009

SANTOS ANDRE GROSSO PAULA & VANESS
A SIMOES CARVALH
305 SOUTH ESPLANADE
ALPHARETTA GA 30009

SUTLIVE SCARLETT
327 S ESPLANADE
ALPHARETTA GA 30009

FRAIL FAMILY LIVING TRUST THE
130 GRAND CRES
ALPHARETTA GA 30009

KHOTLINA ANNA
303 S ESPLANADE
ALPHARETTA GA 30009

WILSON TRICIA L & JAMES R
329 S ESPLANADE
ALPHARETTA GA 30009

KIDD STEVE & VIKIRA
132 GRAND CRES
ALPHARETTA GA 30009

DONELAN WILLIAM & MYRNA I
301 SOUTH ESPLANADE
ALPHARETTA GA 30009-3159

DOZIER TERRY S & DOZIER CATHERINE R
142 GRAND CRES
ALPHARETTA GA 30009

TORO MARK & TORO NANCY
210 N ESPLANADE
ALPHARETTA GA 30009

KLARIC GARY F
327 CONCORD ST
ALPHARETTA GA 30009

HILL ANDREW CASEY & TERESA
136 GRAND CRES
ALPHARETTA GA 30022

HONEYWOOD HOLDINGS LLC
208 N ESPLANADE
ALPHARETTA GA 30009

PATEL NIMISHA
408 CONCORD ST
ALPHARETTA GA 30009

LIU EDDIE C & KYEONG A
140 GRAND CRES
ALPHARETTA GA 30009

PULTE HOME CORPORATION
2475 NORTHWINDS PKWY STE 600
ALPHARETTA GA 30009

KIRKUP DAVID C & JOSEPHINE KIM
426 CONCORD ST
ALPHARETTA GA 30009

WILSON RICHARD J & LYNN K
138 GRAND CRES
ALPHARETTA GA 30009

PULTE HOME CORPORATION
2475 NORTHWINDS PKWY STE 600
ALPHARETTA GA 30009

KING STEVEN C & STACEY VALERIO
351 CONCORD ST
ALPHARETTA GA 30009

HANDLER GARY & CYNTHIA W
144 GRAND CRES
ALPHARETTA GA 30009

PULTE HOME CORPORATION
2475 NORTHWINDS PKWY STE 600
ALPHARETTA GA 30009

CARPENTER CHAD
325 CONCORD ST
ALPHARETTA GA 30009

MEREDITH MICHAEL R & MEREDITH KIMBERLY J
1210 ANGEL POND E
GREENSBORO GA 30642

PULTE HOME CORPORATION
2475 NORTHWINDS PKWY STE 600
ALPHARETTA GA 30009

STOKES MAYLON SCOTT & JANA BOYD
410 CONCORD ST
ALPHARETTA GA 30009

AVALON COTTAGE LLC
2002 SUMMIT BLVD STE 825
ATLANTA GA 30319

PULTE HOME CORPORATION
2475 NORTHWINDS PKWY STE 600
ALPHARETTA GA 30009

PULTE HOME CORPORATION
2475 NORTHWINDS PKWY STE 600
ALPHARETTA GA 30009

BCM REVOCABLE TRUST THE
202 N ESPLANADE
ALPHARETTA GA 30009

REFAI BASEL & KOUDSI NOURA
422 CONCORD ST
ALPHARETTA GA 30009

SULLIVAN DANN P
428 CONCORD ST
ALPHARETTA GA 30009

CANOUSE JOHN & CANOUSE CAROLYN
204 N ESPLANADE
ALPHARETTA GA 30009

COFFEY BRUCE & SUSAN
424 CONCORD ST
ALPHARETTA GA 30009

CINNELLA MICHAEL & DONNA
349 CONCORD ST
ALPHARETTA GA 30009

GUIDONE PAUL L
103 GRAND CRES
ALPHARETTA GA 30009

FRANCESCHI MARINES & CARLOS A
353 CONCORD ST
ALPHARETTA GA 30009

PULTE HOME CORPORATION
2475 NORTHWINDS PKWY STE 600
ALPHARETTA GA 30009

WHEATLEY ANNE M & TIMOTHY HENRY
323 CONCORD ST
ALPHARETTA GA 30009

FANCHER JOE D & FANCHER THERESA B
432 CONCORD ST
ALPHARETTA GA 30009

PULTE HOME CORPORATION
2475 NORTHWINDS PKWY STE 600
ALPHARETTA GA 30009

MABRY JAMES MICHAEL & NANCY LOU
412 CONCORD ST
ALPHARETTA GA 30009

DIPAOLLO LOUIS VINCENT & LAURA P
345 CONCORD ST
ALPHARETTA GA 30009

PATKOWSKI KONRAD JOZEF & PATKOWSKA
ANNA KATARZYNA
317 CONCORD ST
ALPHARETTA GA 30009

PULTE HOME CORPORATION
2475 NORTHWINDS PKWY STE 600
ALPHARETTA GA 30009

PULTE HOME CORPORATION
2475 NORTHWINDS PKWY STE 600
ALPHARETTA GA 30009

PULTE HOME CORPORATION
2475 NORTHWINDS PKWY STE 600
ALPHARETTA GA 30009

RANGANATHAN BALAMOUGAN & BALAMO
UROUGAN USHA
430 CONCORD ST
ALPHARETTA GA 30009

MIRSKY BURT S & MIRSKY RUTH BARBARA
384 CONCORD ST
ALPHARETTA GA 30009

FARMER MEGHAN & BOWLES COREY
388 CONCORD ST
ALPHARETTA GA 30009

HALL JASON & RICHIE NICOLE
347 CONCORD ST
ALPHARETTA GA 30009

BROWN KEVIN T & BROWN MICHELE R
416 CONCORD ST
ALPHARETTA GA 30009

ATKINSON TREVOR
420 CONCORD ST
ALPHARETTA GA 30009

PULTE HOME CORPORATION
2475 NORTHWINDS PKWY STE 600
ALPHARETTA GA 30009

PULTE HOME CORPORATION
2475 NORTHWINDS PKWY STE 600
ALPHARETTA GA 30009

GUTIERREZ ADRIAN
315 CONCORD ST
ALPHARETTA GA 30009

GUO YUANTA & RUAN LAN
382 CONCORD ST
ALPHARETTA GA 30009

HOLMQUIST LARS ERIC & ANGELE VERON
IQUE
319 CONCORD ST
ALPHARETTA GA 30009

PULTE HOME CORPORATION
2475 NORTHWINDS PKWY STE 600
ALPHARETTA GA 30009

FERRARA DOMINICK JR & MELISSA HOLLY
414 CONCORD ST
ALPHARETTA GA 30009

PULTE HOME CORPORATION
2475 NORTHWINDS PKWY STE 600
ALPHARETTA GA 30009

PARKER MICHAEL K
390 CONCORD ST
ALPHARETTA GA 30009

PULTE HOME CORPORATION
2475 NORTHWINDS PKWY STE 600
ALPHARETTA GA 30009

RIGGINS BRIAN
386 CONCORD ST
ALPHARETTA GA 30009

PULTE HOME CORPORATION
2475 NORTHWINDS PKWY STE 600
ALPHARETTA GA 30009

JAVADI GOLI & HADDADI PARVIZ
321 CONCORD ST
ALPHARETTA GA 30009

RUTLEDGE CINDI
418 CONCORD ST
ALPHARETTA GA 30009

GUPTA MANISH K
372 CONCORD ST
ALPHARETTA GA 30009

FUSSELL THURMAN TROY & HYONHUI KWON
392 CONCORD ST
ALPHARETTA GA 30009

AUBERT EDWARD & SHARON JEAN
289 THOMPSON ST
ALPHARETTA GA 30009

BEAM BRIAN KEITH & SONYA DENISE
257 THOMPSON ST
ALPHARETTA GA 30009

WERTZ JEFFREY KENNETH & LANA M
370 CONCORD ST
ALPHARETTA GA 30009

PECQUEUR ANDRE JUSTIN & FU KING FEI
285 THOMPSON ST
ALPHARETTA GA 30009

CHAVARRIA FERNANDO & CHAVARRIA ROSA
253 THOMPSON ST
ALPHARETTA GA 30009

KAELIN MELISSA JEANNE
297 THOMPSON ST
ALPHARETTA GA 30009

BONDI DAVID & KATHLEEN
111 MEETING ST
ALPHARETTA GA 30009

HODSDON PATRICIA & MARK
249 THOMPSON ST
ALPHARETTA GA 30009

LIGHT GEOFFREY & DANA
368 CONCORD ST
ALPHARETTA GA 30009

MALCOLM JEFFERY K & ONYEMA A
281 THOMPSON ST
ALPHARETTA GA 30009

PREMA BHASKAR NATHU & PREMA RAMA
107 MEETING ST
ALPHARETTA GA 30009

BOYD GREGG WARREN & JOHANNA DEKKER
366 CONCORD ST
ALPHARETTA GA 30009

JONATHAN D RAPP & ROSANNE RAPP REV
OCABLE TRUST THE
109 MEETING ST
ALPHARETTA GA 30009

STIMSON JOHN H
245 THOMPSON ST
ALPHARETTA GA 30009

JACOBSEN JOSEPH & JILL
364 CONCORD ST
ALPHARETTA GA 30009

CARPENTER MICHAEL & CARPENTER MARY
JO
277 THOMPSON ST
ALPHARETTA GA 30009

SHAIRSON SCHAUD BRADLEY
316 CONCORD ST
ALPHARETTA GA 30009

CORYER ERIC
293 THOMPSON ST
ALPHARETTA GA 30009

SEXTON DANIEL LEE & SEXTON MARY JE
AN
273 THOMPSON ST
ALPHARETTA GA 30009

NICHOLSON ANTHONY & NICHOLSON CLAI
RE ELAINE
314 CONCORD ST
ALPHARETTA GA 30009

MCCAULEY EDWARD F & MARY KAY
362 CONCORD ST
ALPHARETTA GA 30009

NIELSEN RENE G & WIGGINS PEGGY LAD
ALE
269 THOMPSON ST
ALPHARETTA GA 30009

ADKINS MARK J & ADKINS ADRIANA
312 CONCORD ST
ALPHARETTA GA 30009

PULTE HOME CORPORATION
2475 NORTHWINDS PKWY STE 600
ALPHARETTA GA 30009

ROBERT & SUSAN RUPPEL REVOCABLE LI
VING TRUST THE
261 THOMPSON ST
ALPHARETTA GA 30009

AMACHER LANCE B & KELLI SMITH
310 CONCORD ST
ALPHARETTA GA 30009

PAULETTE P SIMPSON REVOCABLE TRUST
THE
113 MEETING ST
ALPHARETTA GA 30009

265 THOMPSON STREET LLC
2660 BETHANY CHURCH RD
ALPHARETTA GA 30004-4558

HOPPERTON MICHAEL R & LAURA S
308 CONCORD ST
ALPHARETTA GA 30009

PULTE HOME CORPORATION
2475 NORTHWINDS PKWY STE 600
ALPHARETTA GA 30009

JAMES TONYA & JAMES NEIL
229 THOMPSON ST
ALPHARETTA GA 30009

SMITH ADRIAN
4301 BRUNELLO PL
SUMMERFIELD NC 27358

JOYCE JOHN CURTIS
105 MEETING ST
ALPHARETTA GA 30009

GILLMAN EDWARD
225 THOMPSON ST
ALPHARETTA GA 30009

KHAN PANYAVEE V & KHAN JEREMY S
316 S ESPLANADE
ALPHARETTA GA 30009

PARKER BLAIR C
306 CONCORD ST
ALPHARETTA GA 30009

DEROSE LAWRENCE & DEROSE DEBRA
221 THOMPSON ST
ALPHARETTA GA 30009

BARRY A CULBERTSON LIVING TRUST THE
310 S ESPLANADE
ALPHARETTA GA 30009

MOORE DENISE MARIE & DAREN E
304 CONCORD ST
ALPHARETTA GA 30009

WILLIAMS KEVIN D & LISA
217 THOMPSON ST
ALPHARETTA GA 30009

CRAIG STEVEN M
326 S ESPLANADE
ALPHARETTA GA 30009

COCHRAN JAMES W & SHEILA E
302 CONCORD ST
ALPHARETTA GA 30009

SMITH ROBERT BRADFORD & SMITH KRIS
TIN GABRIELLE
213 THOMPSON ST
ALPHARETTA GA 30009

GONZALEZ FAMILY LIVING TRUST THE
330 S ESPLANADE
ALPHARETTA GA 30009

PULTE HOME CORPORATION
2475 NORTHWINDS PKWY STE 600
ALPHARETTA GA 30009

FARMER OCTAVIUS & RAQUEL ROBINSON
209 THOMPSON ST
ALPHARETTA GA 30009

MORNEAU MARK & NICOLE
300 S ESPLANADE
ALPHARETTA GA 30009

DOCTOR DAVID
300 CONCORD ST
ALPHARETTA GA 30009

WILLIAMS ALISON
205 THOMPSON ST
ALPHARETTA GA 30009

DYSON DEBORAH L
101 GRAND CRES
ALPHARETTA GA 30009

MICHAELS PHILLIP & LAURIE RENEGAR
103 MEETING ST
ALPHARETTA GA 30009

LAGRASSA EILEEN E & THOMAS A JR
3705 SCHOONER RDG
ALPHARETTA GA 30005

XU JING & YIN YANQING
2 AVERY ST #20H
BOSTON MA 02111-1007

MICHAELS PHILLIP
101 MEETING ST
ALPHARETTA GA 30009

HART STEPHEN EUGENE & HART LORI F
156 GRAND CRES
ALPHARETTA GA 30009

LISA ANN VOTTA REVOCABLE TRUST
309 S ESPLANADE
ALPHARETTA GA 30009

GONZALEZ VIRGINIA ANN & CARLOS M
233 THOMPSON ST
ALPHARETTA GA 30009

HOLBROOK ALFRED SAMSON III
154 GRAND CRES
ALPHARETTA GA 30009

BRISKIN ALAN M & JENNIFER E
311 S ESPLANADE
ALPHARETTA GA 30009

SMITH TODD & SMITH DABNEY
315 S ESPLANADE
ALPHARETTA GA 30009

LPV ST LLC
5100 PEACHTREE PKWY STE 200
NORCROSS GA 30092

FINDLEY DAVID T & ANN E
322 CONCORD ST
ALPHARETTA GA 30009

DAVIDSON CATHERINE
317 S ESPLANADE
ALPHARETTA GA 30009

LIBERTY PARK VILLAGE LLC
5100 PEACHTREE PKWY STE 200
NORCROSS GA 30092

ADEGUN VICTOR & WILSON PAMELA
320 CONCORD ST
ALPHARETTA GA 30009

SYKES CHARLES & EMILIE K
320 S ESPLANADE
ALPHARETTA GA 30009

LIBERTY PARK VILLAGE LLC
5100 PEACHTREE PKWY STE 200
NORCROSS GA 30092

GAMBLE GEORGE B & ZHANG GAMBLE XIA
OYING
318 CONCORD ST
ALPHARETTA GA 30009

MINNICK MICHELE BROOM
150 GRAND CRES
ALPHARETTA GA 30009

BATISTA CARLOS M & BATISTA ALMA
394 CONCORD ST
ALPHARETTA GA 30009

FOUNDRY NEIGHBORHOOD ASSOCIATION I
NC
675 PACES FERRY RD SE STE 125
ATLANTA GA 30339

AVALON RESIDENTIAL COMMUNITY ASSOC
IATION INC
1465 NORTHSIDE DR NW 128
ATLANTA GA 30318

LUXURY PROPERTIES INVESTMENT LLC
510 BROOK MANOR DR
ALPHARETTA GA 30022

BELL FUND VII AVALON LLC
300 N GREENE ST STE 1000
GREENSBORO NC 27401

DEVELOPMENT AUTHORITY OF FULTON CO
UNTY
2200 AVALON BLVD
ALPHARETTA GA 30009

WECONNECT LLC
398 CONCORD ST
ALPHARETTA GA 30009

CABRERA GREG R & LISA
374 CONCORD ST
ALPHARETTA GA 30009

ACADEMY PARK NEIGHBORHOOD ASSN INC
12102 DANCLIFF TRC
ALPHARETTA GA 30009

WEIS EDWARD H & ELAINE JOYCE
400 CONCORD ST
ALPHARETTA GA 30009

STEVEN & SHELLY SHIFFMAN REVOCABLE
TRUST THE
376 CONCORD ST
ALPHARETTA GA 30009

CHARLIE FIVE LLC
623 INDIES RD
RAMROD KEY FL 33042

ANNAPRAGADA SUBRAMANYARAVI & PADMA
VATHI
402 CONCORD ST
ALPHARETTA GA 30009

LATHAM KIMBERLY J
378 CONCORD ST
ALPHARETTA GA 30009

MIDWICK HOMEOWNERS ASSOCIATION INC
2675 PACES FERRY RD SUITE 125
ATLANTA GA 30339

WANG XIUYING
404 CONCORD ST
ALPHARETTA GA 30009

WILSON JAMES M & RISA
380 CONCORD ST
ALPHARETTA GA 30009

LIBERTY PARK VILLAGE LLC
5100 PEACHTREE PKWY STE 200
NORCROSS GA 30092

KENNETT KELLY B & MARY H
406 CONCORD ST
ALPHARETTA GA 30009

FOUNDRY NEIGHBORHOOD ASSOCIATION I
NC
675 PACES FERRY RD SE STE 125
ATLANTA GA 30339

EA HOMES LP
5775 GLENRIDGE DR BLDG/STE D 350
ATLANTA GA 30328

CITY OF ALPHARETTA GEORGIA
2 S MAIN ST
ALPHARETTA GA 30009

EA HOMES LP
131 ROSWELL ST
ALPHARETTA GA 30009

PULTE HOME CORPORATION
2475 NORTHWINDS PKWY STE 600
ALPHARETTA GA 30009

PULTE HOME CORPORATION
2475 NORTHWINDS PKWY STE 600
ALPHARETTA GA 30009

FOUNDRY NEIGHBORHOOD ASSOCIATION I
NC
2475 NORTHWINDS PKWY STE 600
MABLETON GA 30126

ABBREVIATION LEGEND:

AE	access easement
CB	catch basin
CL	concrete
CMF	concrete monument found
CO	concrete
CT	catchment pipe
CP	concrete pipe
DE	drainage easement
DI	drop inlet
DIP	drainage inlet pipe
DWCB	drainage catch basin
FI	fire hydrant
GI	gas inlet
GW	gas well
HS	head set
JB	junction box
JPV	joint
L.L.L.	land lot line
LP	light pole
MH	manhole (sanitary sewer)
OCS	outlet control structure
OT	open top
PL	property line
PL	point on line
PP	power pole
RS	reinforcing bar
RCP	reinforced concrete pipe
RVW	right-of-way
SSE	sanitary sewer easement
SSE	sanitary sewer easement
TSP	traffic signal pole
TSP	traffic signal pole
WM	water meter
WV	water valve
YI	yard inlet

SYMBOL LEGEND:

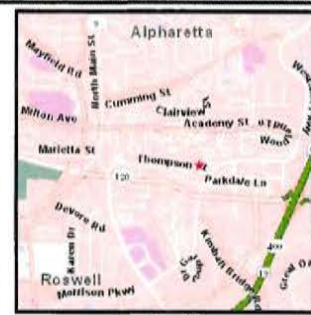
	double wing catch basin
	fire hydrant
	gas well
	light pole
	power pole
	sanitary sewer manhole
	clean out
	transformer
	water meter
	single wing catch basin
	grate inlet
	junction box
	head wall
	stop sign
	buffer
	idg setback
	fence
	underground electric
	water line
	sanitary line
	gas line
	computed point

PARCEL INFORMATION:

Parcel ID No: 12 284108010053
Owner: N/T The Jody Auren Living Trust
Reference: DB 52339, Pg 108
Properties are Zoned R-12, City of Alpharetta
Building Setback Lines based on Zoning
Front: 30 feet
Side: 10 feet
Rear: 30 feet

Tract Area:
1.148 Acres
50,002 SF

N/T Academy Park Neighborhood Assn. Inc.
DB 46157, Pg 16
Parcel 12 51412100503
Zoned R-4A



Location Map

Updated Tree Data: (Incorporating Adjacent Tree Surveys)

Tree #	Species	DBH	Height	Condition	Notes
1	...	...	...	...	...
2	...	...	...	...	...
3	...	...	...	...	...
4	...	...	...	...	...
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99	...	...	...	...	...
100	...	...	...	...	...

- # SURVEY NOTES:
1. Certain interior improvements may not be shown herein, i.e. fence lines, pay wires, etc.
 2. Matters of record not shown herein are excepted.
 3. Bearing basis derived from 2 control points set with Leica 4514 GPS System and Smartnet network. All other work performed with methods described below.
 4. Measurements shown are US Survey Feet (ground).
 5. Field angles and linear distances measured using a Sokkia IX Robotic Total Station and Leica T12 Robotic Total Station.
 6. The field data upon which this plat is based has a field closure of one foot in 55,500 feet and an angular error of 1 second per angle point and was adjusted using the Compass Rule. Fieldwork completed on 6/23/21.
 7. Property corners marked (P) (Iron Pin Set) are 1/2" x 18" rebar with blue plastic cap (S33 LSP #1212) unless otherwise indicated. Unless indicated as set, monumentation shown was found.
 8. No surface evidence of human burials or cemeteries was observed on site during the course of the fieldwork.
 9. Riparian boundaries subject to change due to natural forces and may not represent the actual limit of river.
 10. This plat has been calculated for closure and is found to be accurate within one foot in 145,564 feet.

FLOOD HAZARD NOTE:

No portion of this property is contained within the limits of a Special Flood Hazard Zone as defined by the Federal Emergency Management Agency Flood Insurance Rate Map No. 13121 C00587 of Fulton County, GA. (Community Panel No. 130084 00587), most recently revised 09/14/2013.

- # REFERENCES:
1. Official Deed to Jody Garten, aka Jody Auren, recorded in Deed Book 52339, Page 108
 2. Subdivision Plat of the J.N. Thompson Property recorded in Plat Book 41, Page 15.
 3. Boundary Survey for AlphaDev LLC dated 12/17/11, prepared by Engineering 303, LLC.
 4. ALTA/NSPS Land Title Survey dated 7/12/17, prepared for Galati Farhat, Trustee, and First American Title Insurance Company, prepared by Engineering 303, LLC.

- # TOPOGRAPHIC SURVEY NOTES:
1. Vertical Datum is NAVD 83 (2011) based on network-based RTK GPS solution using a Leica 4514 GPS System and Smartnet network. Bearing basis and elevation derived from 2 control points. All other work performed with methods described below.
 2. Boundary lines shown per reference 4, this map is not meant for recording.
 3. Contours displayed at a 2-foot interval.
 4. Measurements shown are US Survey Feet (ground).
 5. Vertical accuracy complies with 180-7-34(3) - measurements vertical.

Not For Recording

- # ENVIRONMENTAL NOTES:
1. Trees indicated on this map are specimen trees as defined by the jurisdictional Tree Ordinance in effect as of the date of fieldwork.
 2. Trees Identified per Arborist Report prepared by Moore Urban Forestry for The City of Alpharetta
 3. Tree size indicated is DBH (diameter breast height) in inches.
 4. Certification applies to the location of trees, but does not extend to the identification of species.

- # GENERAL NOTES:
1. Only evidence of easements or structures which are readily apparent from an above ground field inspection of the premises are shown, unless stated otherwise herein. No liability is assumed by this firm for losses relating to the existence of any easement not discovered by above ground field inspection of the premises.
 2. This plat was prepared for the exclusive use of the person, persons, or entity named herein. Said certification does not extend to any unnamed persons without a recertification by the surveyor.
 3. Jurisdictional areas or negative easements, if any, which might impact the use of the property were not located, unless stated otherwise. No liability is assumed by this firm for any losses resulting from the exercise of any governmental jurisdiction affecting the use of the property.
 4. The property shown and described hereon is subject to any existing easements, rights-of-way, restrictive covenants, zoning regulations, underground utilities and/or setback lines whether or not they may be shown. No liability is assumed by this firm for any losses that may be associated with the existence of any easements or restrictions on the use of the property.
 5. All building footprints are perpendicular to the property lines unless otherwise noted.
 6. Only surface observable utilities were located. Prior to any digging or construction, contact Georgia One Call (811) for utilities marking.

NO.	DESCRIPTION	DATE
1	Revised from dated 12/17/21	7/14/23
2	Update from Survey	7/14/23
3	Update from Survey	7/14/23

Drawn by: RPT
Date: 6/25/21

B & T

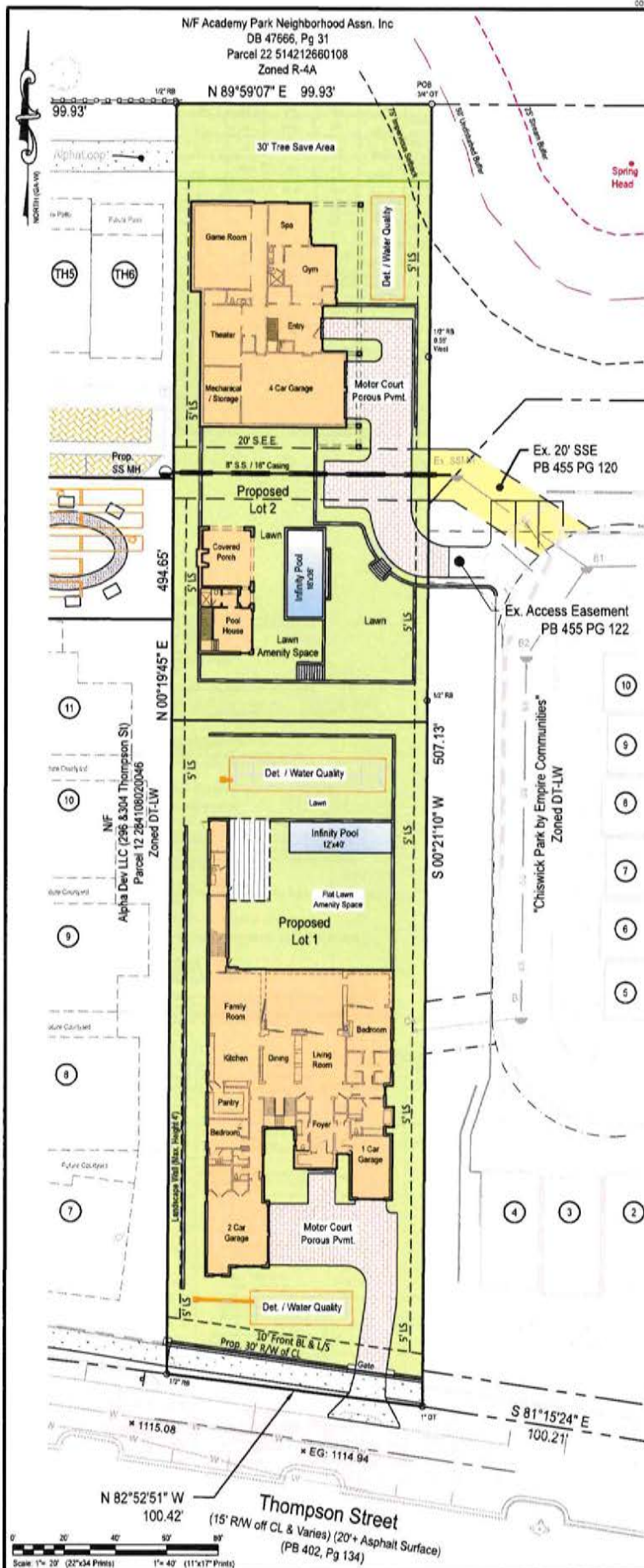
Job: 21-4845

Civil Engineering, Land Surveying,
Stream and Wetland Restoration

108 Allen Street Cumming, Georgia 30040
Phone: 770-442-6500 www.engineering303.com

Boundary, Topographic, & Tree Survey
306 Thompson Street
Alpha villas
City of Alpharetta
1st District - 2nd Section
Fulton County, Georgia

Engineering 303



Existing Site Information

Address: 306 Thompson Street
 Parcel ID: 12 284 108020053
 Deed Book 64285, Page 213
 A.K.A. Lot 18

Zoning: R-12, Downtown Overlay
 Building Setbacks:
 Front: 30'
 Side, Interior: 10'
 Rear: 30'

Proposed Lots:

Lot 1: 26,002 Sq. Ft.
 Lot 2: 24,000 Sq. Ft.

Area this Tract:

1.148 Ac. (50,002 S.F.)

Engineer

Engineering303, LLC
 108 Allen Street
 Cumming, Ga. 30040
 Project Engineer: Brian King, PE
 bking@engineering303.com
 Phone (770) 770-442-0500

Owner / Developer

Gail Farhat
 203 N. Esplanade
 Alpharetta, Ga 30009

Retaining Wall Note

If retaining wall is proposed over 4 feet in revealed height, structural design plans signed, dated and sealed by a Georgia PE is required. A separate building permit will be required.

Site Information

Owner:	Gail Farhat
Contact:	Gail (Jay) Farhat
Phone:	770 355 3847
Email:	Jay@bravofence.com
Addresses:	306 Thompson Street
Current Zoning:	R-12
Overlay District:	Downtown
Future Land Use:	Two Residential Lots
Proposed Use:	DT-LW (Downtown Live-Work)
Building Setbacks (DT-LW):	
Front:	10'
Side:	None, 10' between structures
Rear (No Alley):	3'
Rear (Alley):	10'
District Density:	8 units/acre
Proposed Density:	1.7 units/acre
Proposed Units:	2 Detached Houses
Lot Standard Requirements:	
Detached Houses	2,500 SF (Min. Lot Size)
Min. Lot Width	25 Width
Proposed Houses:	
Lot 1:	7,542 s.f. (footprint)
Lot 2:	5,700 s.f. (footprint)
Lot Coverage (Buildings):	70% max
Max. Building Coverage:	10,000 S.F.
Maximum Building Height:	3 stories/40 feet
Required Parking:	2.5 spaces per unit or 5 spaces
Proposed Parking:	7 Indoor + 4 driveway = 11 spaces proposed
Required Amenity Space:	10.00% or 5,000 SF
Proposed Amenity Space:	13.30% or 6,650 S.F.

SITE CALCULATIONS

BUILDING COVERAGE		
Total Original Site Area	50,002 S.F.	
Allowable Building Coverage	13,361 SF (26.70%)	
Proposed Building Coverage	13,242 SF (26.5%)	
IMPERVIOUS AREA		
	Let 1	Let 2
Total Site Area	26,002 SF	24,000 SF
Allowable Impervious	18,281 SF (70%)	16,800 SF (70%)
Proposed Impervious		
Proposed Building (Heated) Coverage	6,330 SF	5,148 SF
Proposed Covered Porch/Cabana	1,312 SF	554 SF
Proposed Pool	480 SF	616 SF
Total Proposed Impervious	8,022 SF (30.9%)	6,318 SF (26.3%)
Proposed (Cover & S-W (Permeous Pavement)	1,350 SF	2,200 SF
Proposed Lot Coverage	9,882 SF (38.0%)	8,578 SF (35.7%)

Drawn by: B.K.
 Date: 1-29-2024
 Site
 Project Number:
 21-4845

Civil Engineering, Land Surveying,
 Stream and Wetland Restoration

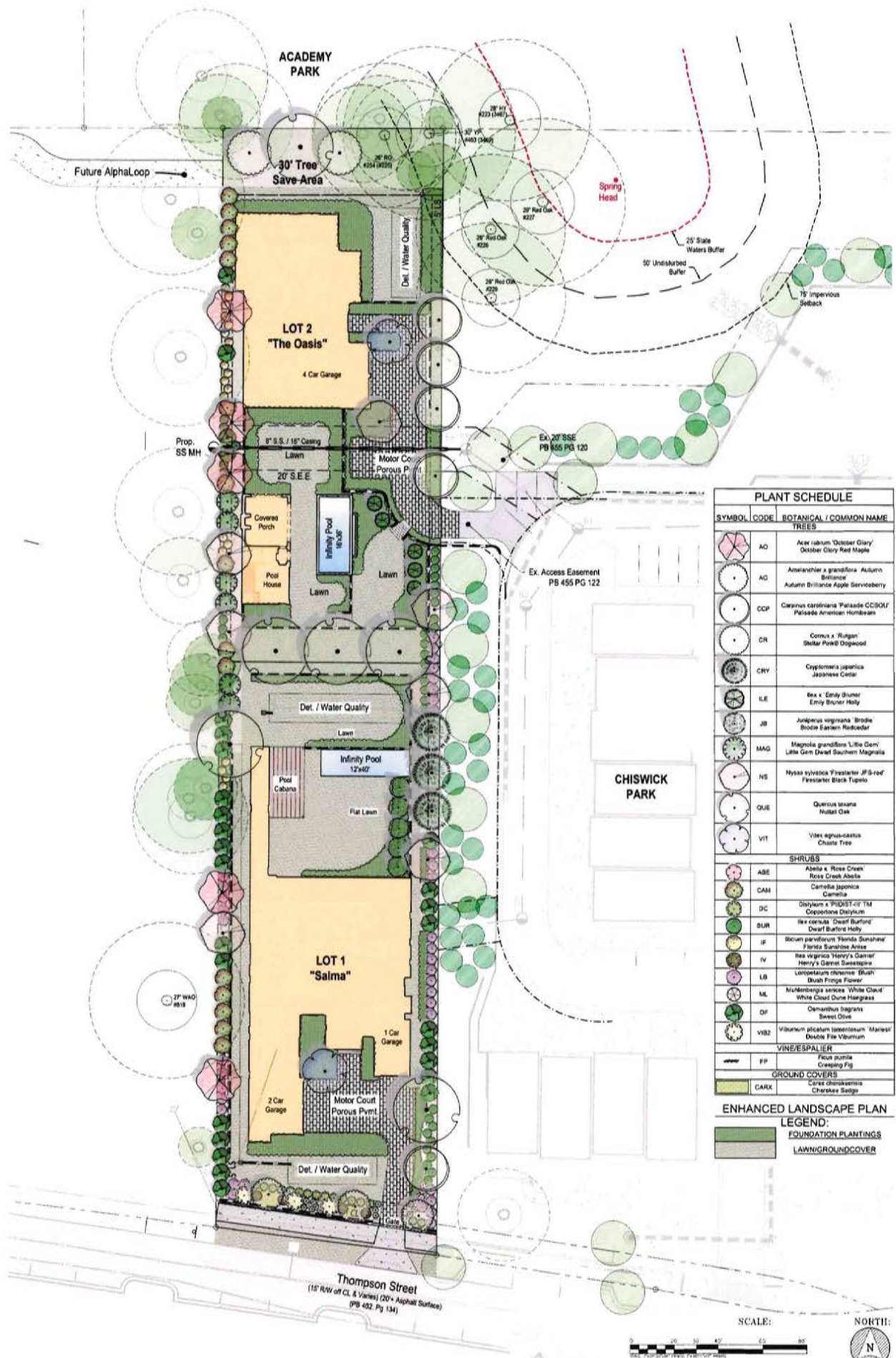
108 Allen Street Cumming, Georgia 30040
 Phone: 770-442-0500 www.engineering303.com



Two Lot Zoning Exhibit Site Plan for:
 306 Thompson Street
 ALPHA villas

City of Alpharetta
 1st District - 2nd Section
 Fulton County, Georgia





PLANT SCHEDULE		
SYMBOL	CODE	BOTANICAL / COMMON NAME
TREES		
	AO	Acer rubrum 'October Glory' / October Glory Red Maple
	AG	Amelanchier x grandiflora Autumn Brilliance / Autumn Brilliance Apple Serviceberry
	CCP	Carpinus caroliniana 'Palisade CC301' / Palisade American Hornbeam
	CR	Cornus x 'Rutger' Stellar Pink Dogwood
	CRY	Cryptomeria japonica Japanese Cedar
	IE	Ilex x 'Emily Bruner' Emily Bruner Holly
	JR	Juniperus virginiana 'Brodia' Brodia Eastern Redcedar
	MAG	Magnolia grandiflora 'Little Gem' Little Gem Dwarf Southern Magnolia
	NS	Nyssa sylvatica 'Freshtater JF8-red' Freshtater Black Tupelo
	QUE	Quercus texana Nutt Oak
	VIT	Vitis aestivalis Chaste Tree
SHRUBS		
	ABE	Abelia x Rose Creek Rose Creek Abelia
	CAM	Camellia japonica Camellia
	DC	Daylily 'WINDY-TOT TM' Claretina Daylily
	BUR	Ilex cornuta Dwarf Burford Dwarf Burford Holly
	IF	Scaevola taccada Florida Sunshine Florida Sunshine Acoris
	IV	Ilex virginica Henry's Garnet Henry's Garnet Saxifrage
	LB	Lonicera chloris 'Blush' Blush Fringe Flower
	ML	Muhlenbergia sericea White Cloud White Cloud Dune Haregrass
	OF	Oenothera biennis Seedling
	VIB2	Viburnum plicatum 'Mariesii' Double File Viburnum
VINE/ESPALIER		
	FP	Ficus pumila Creeping Fig
GROUND COVERS		
	CARX	Carex chrysosperma Chokeberry Sedge

ENHANCED LANDSCAPE PLAN

LEGEND:

FOUNDATION PLANTINGS

LAWN/GROUND COVER

SCALE: AS SHOWN

DATE: 01/30/2024

PROJECT: FA-23022

SHEET L-2

RESIDENTIAL LANDSCAPE ZONING CONCEPT

ALPHA VILLAS

306 THOMPSON STREET

ALPHARETTA, GEORGIA

FRAWLEY ASSOCIATES, LLC.

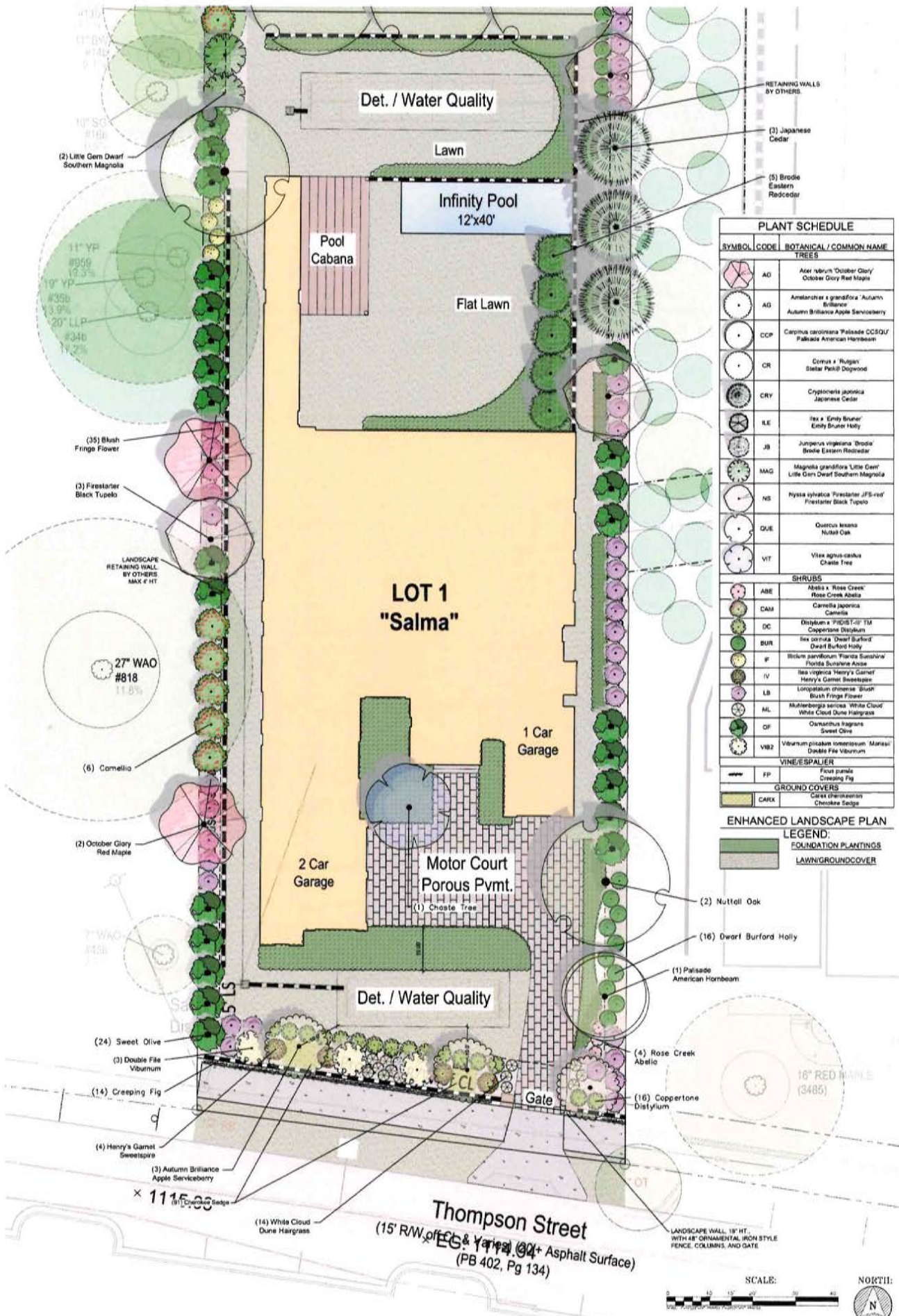
LANDSCAPE ARCHITECTS

675 SONDICALE AVE (S.W.) (101)

ATLANTA, GA 30307 (404) 874-5091



REVISIONS:			
DATE	#	DATE	#



SCALE: AS SHOWN
 DATE: 01/30/2024
 PROJECT: PA-23022
 SHEET L-3

RESIDENTIAL LANDSCAPE ZONING CONCEPT
 ALPHA VILLAS
 306 THOMPSON STREET
 ALPHARETTA, GEORGIA

FRAWLEY ASSOCIATES, LLC.
 LANDSCAPE ARCHITECTS
 670 SENECA AVE. (SUITE 101)
 ATLANTA, GA 30307 (404) 874-5091



REVISIONS:

DATE	#	DATE	#

ACADEMY PARK

LOT 2 "The Oasis"

4 Car Garage

8" S.S. / 16" Casing Lawn

20' S.E.E.

Covered Porch

Pool House

Infinity Pool 16x36'

Motor Court Porous Pavt.

Det. / Water Quality

Ex. SS MH

Ex. Access Easement PB 455 PG 122

RETAINING WALLS BY OTHERS

Prop. SS MH

30' Tree Save Area

Det. / Water Quality

5' LS

5' AB

28" HY #223 (3467)

30" YP #403 (3469)

26" RO #254 (#225)

26" Red Oak #226

26" Red O #229

26" YP #822 6.2%

18" YP #272

(3) October Glory Red Maple

(4) Sweet Olive

24" YP #823 14.5%

(15) Florida Sunshine Anise

RETAINING WALL BY OTHERS

(4) Little Gem Dwarf Southern Magnolia

22" SG #825 10.8%

(10) Camellia

15" RM #958 1.0%

13" SG #15b 11.6%

11" SW #149

N 89° 59' 07" E / 99.93°

N 90° 19' 45" E

40' 55'

172" RB

(21) Dwarf Burford Holly

(5) Emily Bruner Holly

(3) Finestaster Black Tupelo

(4) Blush Fringe Flower

SCALE:

NORTH:

PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL / COMMON NAME
TREES		
AD	AD	Acer rubrum 'October Glory' / October Glory Red Maple
AG	AG	Anacardium occidentale 'Autumn Brilliance' / Autumn Brilliance Apple Serviceberry
CCP	CCP	Carpinus caroliniana 'Palisade CCSQ' / Palisade American Hornbeam
CR	CR	Cornus x rugosa 'Stellar Pink' / Dogwood
CRY	CRY	Cryptomeria japonica / Japanese Cedar
ILE	ILE	Ilex x 'Emily Bruner' / Emily Bruner Holly
JB	JB	Juniperus virginiana 'Brodie' / Brodie Eastern Redcedar
MAG	MAG	Magnolia grandiflora 'Little Gem' / Little Gem Dwarf Southern Magnolia
NS	NS	Nyssa sylvatica 'Forestier' / Forestier Black Tupelo
QUE	QUE	Quercus texana / Nuttall Oak
VIT	VIT	Vitis agnus-castus / Chaste Tree
SHRUBS		
ABE	ABE	Abelia x 'Rose Creek' / Rose Creek Abelia
CAM	CAM	Camellia japonica / Camellia
DC	DC	Dryopteris x 'Patriot' / Patriot Copperbeetle Daphne
EUR	EUR	Ilex cornuta 'Dwarf Burford' / Dwarf Burford Holly
F	F	Florida Sunshine Anise / Florida Sunshine Anise
IV	IV	Ilex virginiana 'Henry's Garnet' / Henry's Garnet Sweetgum
LB	LB	Lonicera chloris 'Blush Fringe' / Blush Fringe Flower
ML	ML	Myrica aspera 'White Cloud' / White Cloud Dune Haregrass
OP	OP	Opuntia fragrans / Sweet Olive
VIB	VIB	Viburnum plicatum 'Tomentosum' / Maesii Double File Viburnum
VINE/SPALIER		
FP	FP	Ficus pumila / Creeping Fig
GROUND COVERS		
CARX	CARX	Carex chrysosperma / Chokeberry

ENHANCED LANDSCAPE PLAN

LEGEND:

FOUNDATION PLANTINGS

LAWN/GROUND COVER

REVISIONS:			
DATE	#	DATE	#















CITY COUNCIL STAFF REPORT

Department: Community Development

Submitted By: Kathi Cook

Prepared By: Michael Woodman

Meeting Date: December 2, 2024

AGENDA ITEM: V-24-27 1555 HARVEST LANE SETBACK VARIANCE

The applicant, Jamie Franks, is requesting consideration of a variance to reduce the front setback from 35' to twelve feet (12') to accommodate an addition on a single-family detached home. The subject property is located at 1555 Harvest Lane in the Jennifer Oaks subdivision.

STAFF RECOMMENDATION:

Approve V-24-27 1555 Harvest Lane Setback Variance, subject to the following conditions:

1. Addition shall be permitted with a 12' front setback, as depicted on the site plan prepared by Alpha Land Services, revised 10/4/24.
2. Addition shall be substantially similar to the renderings prepared by Alair, dated 7/20/24 as approved by Staff.

ITEM DESCRIPTION:

The submitted request, if approved, would allow a twelve-foot (12') front setback for an addition on the front façade of a single-family detached home. The subject property is located at 1555 Harvest Lane in the Jennifer Oaks subdivision.

The 0.41-acre property is zoned R-15 (Dwelling, 'For-Sale', Residential) and is developed with a two (2) story, 3,212 square foot single-family detached home located on a cul-de-sac. An intermittent stream and Foe Killer Creek run behind the property and floodplain covers more than half of the property. Surrounding properties are zoned R-15 and located in the Jennifer Oaks subdivision.

Unified Development Code (UDC) Subsection 2.2.5(D), R-15 Dwelling, For-Sale, Residential, District Regulations, requires a 35' front setback along a local street. The site plan depicts a two (2) story, approximately 1,500 square foot addition on the front and side of the home, as well as a new 216 square foot front porch. Due to the configuration of the lot on a cul-de-sac, the corner of the proposed addition would be twelve feet (12') from the front property line, as measured from the cul-de-sac side of the front property line. The proposed addition meets the 35' front setback along Harvest Lane before the street terminates into a cul-de-sac.

VARIANCE REQUIREMENTS

The City of Alpharetta Unified Development Code Article IV, Section 4.5.3 outlines the criteria set forth for granting a hardship variance. The ordinance specifically states..."a variance may be granted in whole or in part, or with conditions, in such individual case of unnecessary hardship upon a finding that":

1. There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography; or

Response: The property has an unusual shape given its location on a cul-de-sac. In addition, the rear and side (south) yards are encumbered by stream buffer and floodplain, which limits an addition to the front yard.

2. The application of the Ordinance to this particular piece of property would create an unnecessary hardship; or

Response: Application of the ordinance would not allow for the proposed addition. Due to the presence of a stream and floodplain which encumber more than half the property, expansion of the residence would be significantly limited.

3. There are conditions that are peculiar to the property which adversely affect its reasonable use or usability as currently zoned; or

Response: The property has peculiar conditions due to the presence of a stream and floodplain which encumber

more than half of the property. The rear portion of the home was constructed in the floodplain. There are examples of similar setbacks in Jennifer Oaks, including at 1575 Harvest Lane, which has a building setback of approximately fifteen feet (15') from the cul-de-sac on Harvest Circle. Also, 1700 Harvest Circle has a building setback of approximately ten-feet (10') from Harvest Lane and 1605 Harvest Lane has a building setback of approximately seventeen-feet (17') from Harvest Lane.

CONCURRENCES

Staff has reviewed the applicant's proposal against the review criteria for a variance. The property has an unusual shape given its location on a cul-de-sac. In addition, there are peculiar conditions on the property due to the presence of a stream and floodplain which encumber more than half of the property. There are examples of similar setbacks in Jennifer Oaks subdivision, including on lots along Harvest Lane. The applicant reached out to neighboring property owners and the Jennifer Oaks HOA and received letters of no objection.

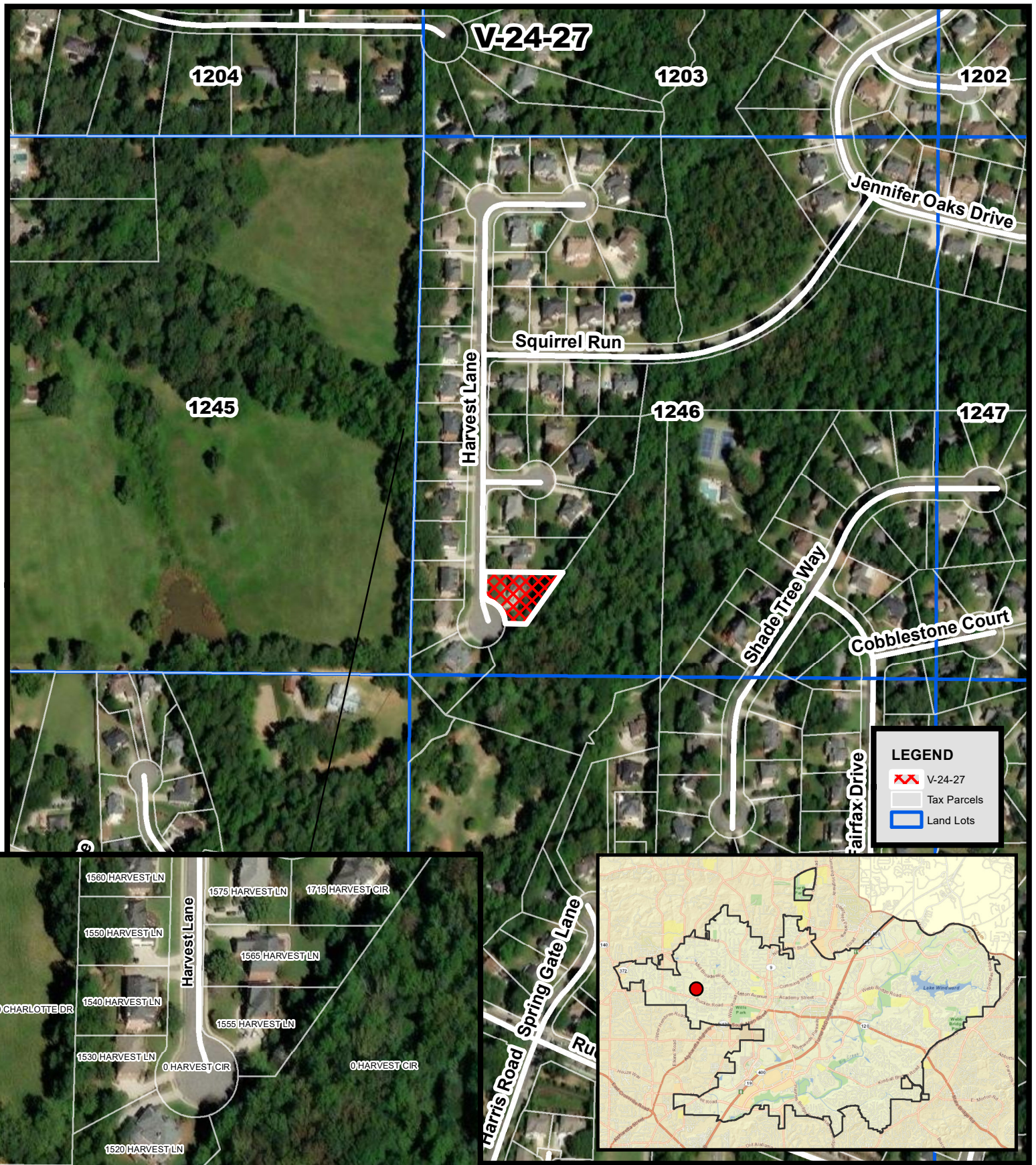
CITIZEN PARTICIPATION PLAN

The applicant notified all properties within 500' of the subject property and the Jennifer Oaks HOA regarding the request for variance. The applicant's report states that no comments were received. Letters of no objection were provided from five (5) neighboring property owners, as well as the Jennifer Oaks HOA.

COMMUNITY ZONING INFORMATION MEETING

The CZIM was held on November 13, 2024. There were no public comments.

ATTACHMENTS:
• Aerial Map • Zoning Map • Future Land Use Map • Location Map • CZIM • Citizen Part B • Application



V-24-27

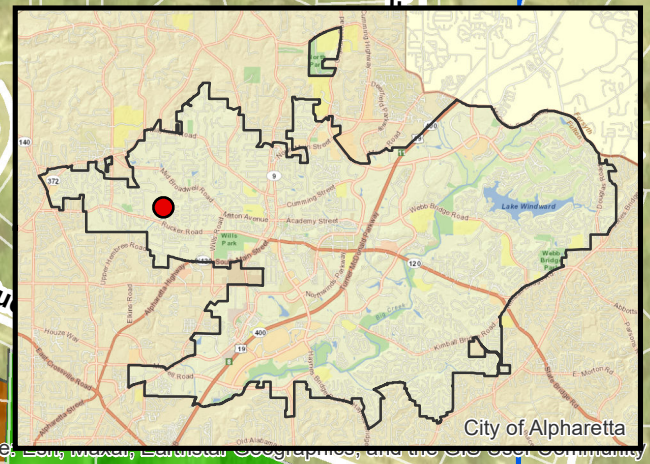
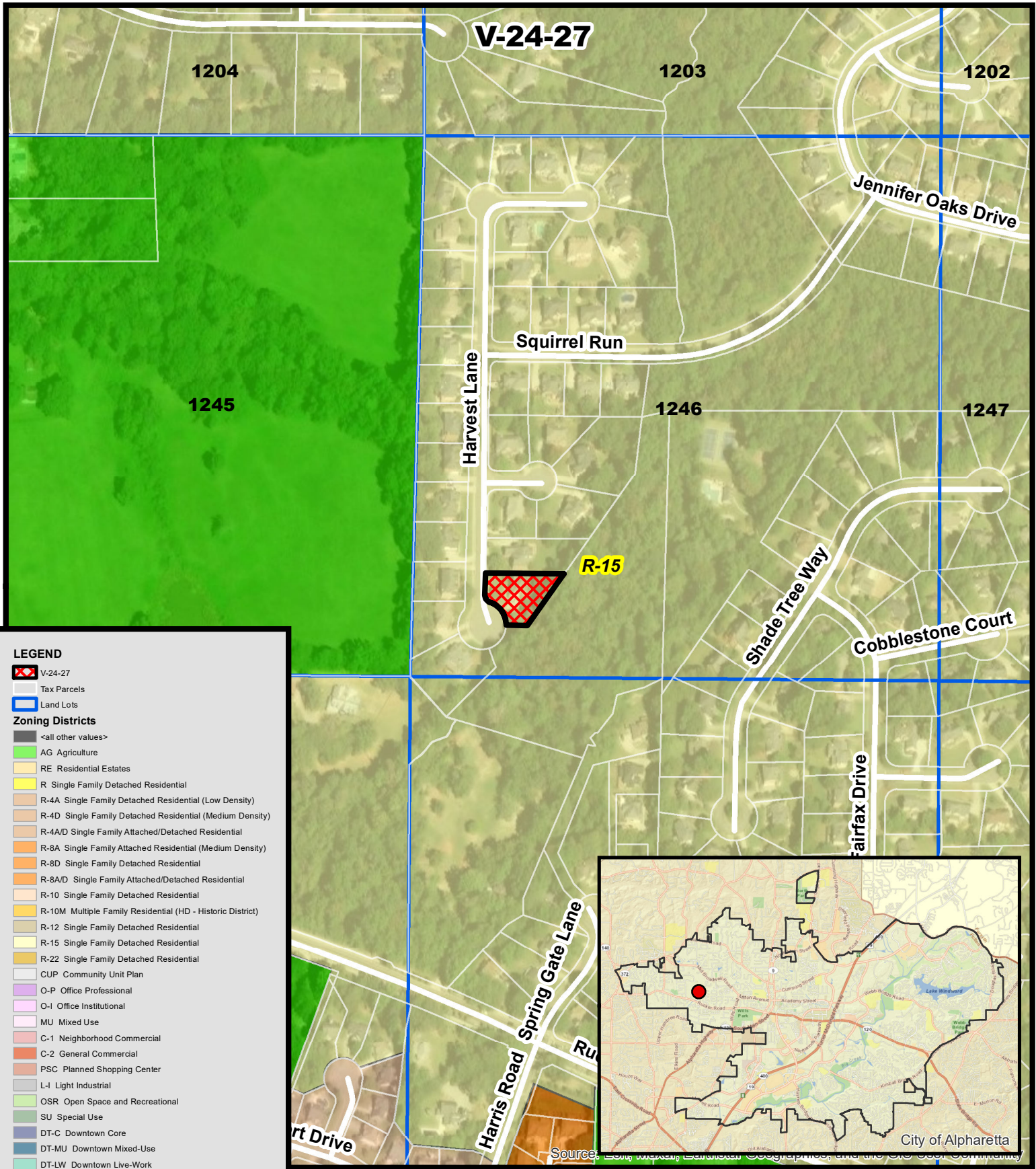
D/LL/ID: 22434012460882

CC: 12/02/2024



Aerial Map **Franks/1555 Harvest Lane** **Setback Variance**

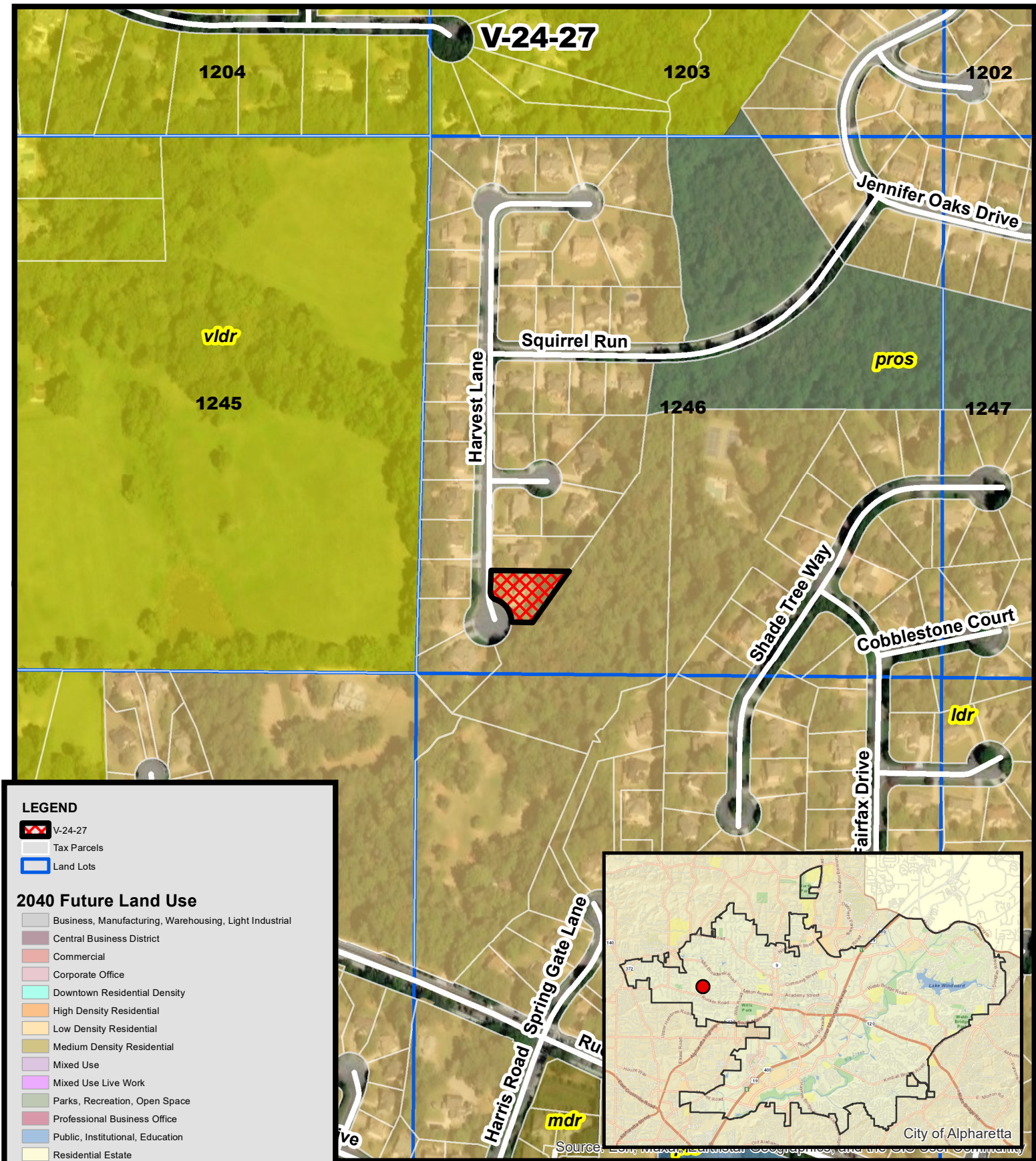
Location Map Provided by:
Community Development - GIS



Zoning Map **Franks/1555 Harvest Lane** **Setback Variance**

V-24-27
D/LL/ID: 22434012460882
CC: 12/02/2024

Location Map Provided by:
Community Development - GIS



LEGEND

- V-24-27
- Tax Parcels
- Land Lots

2040 Future Land Use

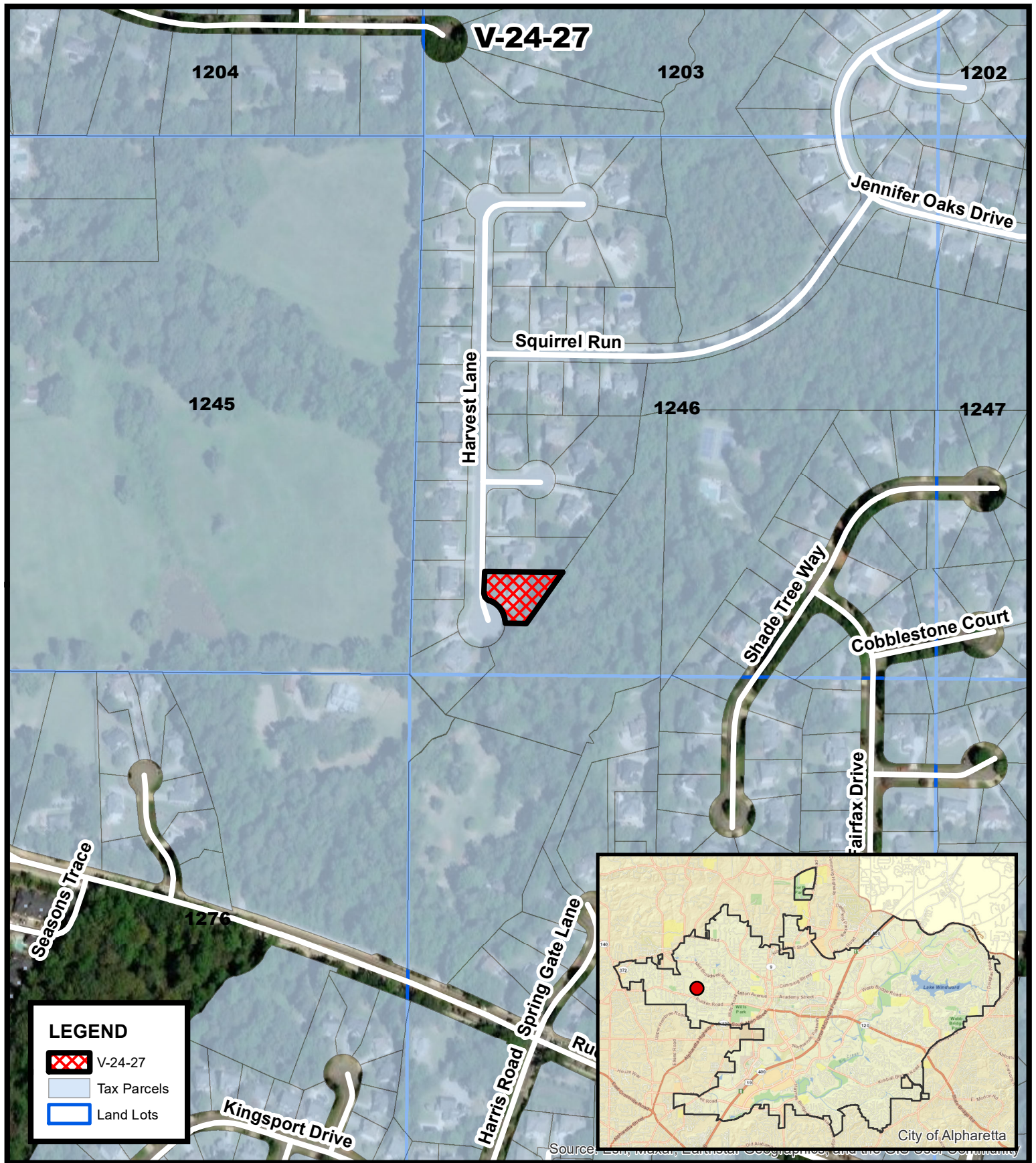
- Business, Manufacturing, Warehousing, Light Industrial
- Central Business District
- Commercial
- Corporate Office
- Downtown Residential Density
- High Density Residential
- Low Density Residential
- Medium Density Residential
- Mixed Use
- Mixed Use Live Work
- Parks, Recreation, Open Space
- Professional Business Office
- Public, Institutional, Education
- Residential Estate
- Very Low Density Residential



Future Land Use Map **Franks/1555 Harvest Lane** **Setback Variance**

V-24-27
D/LL/ID: 22434012460882
CC: 12/02/2024

Location Map Provided by:
Community Development - GIS



Location Map **Franks/1555 Harvest Lane** **Setback Variance**

V-24-27

D/LL/ID: 22434012460882

CC: 12/02/2024

Location Map Provided by:

Community Development - GIS

11/13/24

Please sign-in and leave your comments and/or concerns.

V-24-27 Franks/1555 Harvest Lane Setback Variance

NAME	ADDRESS	COMMENTS
	No Comments	

CITIZEN PARTICIPATION FORM - PART B

This form must be completed and submitted to the City of Alpharetta Community Development Department a minimum of twenty (20) working days prior to the scheduled Public Hearing. Failure to do so will result in cancellation of the scheduled hearing.

Public Hearing or Project Name: Franks setback Variance

Contact Name: Jamie Franks Telephone: 770-616-8702

Please describe comments and concerns provided by any and all individuals contacted as part of the the Citizen Participation Program. If any individuals provided written correspondence, please attach copies of same to this report.

none to date 11/11

Method by which these individuals were contacted. Please mark all that apply. *Please provide samples of any and all written communications used to provide notification.*



Letter



Personal Visits



Telephone



Group Meeting



Email



Other (Please Specify) _____

Attach a list of people who have been notified of this application and provided information describing the subject proposal. Please note that ALL adjoining property owners MUST be notified.

please see attachment list and no objection letters

I, the undersigned, as an authorized representative of the applicant and Public Hearing item identified above, do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Citizen Participation Form - Part B and in any and all documents provided in support of this report are true and accurate. I further understand that any false statements provided by representatives of the applicant as part of this report may result in penalties up to and including denial of the subject application.

Signature of Authorized Agent: Jamie Franks

Date: 11/11/2024

Print Form

MC COY DODIE L
352 MCQUEEN WAY
CANTON GA 30115

GRAHAM KATHIE DUNGAN & GRAHAM LUKE
DOUGLAS
1350 SQUIRREL RUN
ALPHARETTA GA 30004

SMITH AARON D & MEGAN C
1555 HARVEST LN
ALPHARETTA GA 30004

CHAPMAN CHRISTIN O & ROBERT S
1460 SHADE TREE WAY
ALPHARETTA GA 30009

FOLEY JOHN J III & LORI A
1340 SQUIRREL RUN
ALPHARETTA GA 30004

ALIU ADAMS A ALIU RUKIAT M
1565 HARVEST LANE
ALPHARETTA GA 30004

KOTEGOV SERGEY KOTEGOVA MARINA
1450 SHADE TREE WAY
ALPHARETTA GA 30009

MC SWEEN JOHN C
1330 SQUIRREL RUN
ALPHARETTA GA 30004

MAYUGA ONOFRE L & LOURDES M
1575 HARVEST LANE
ALPHARETTA GA 30004

HOMEOWNERS ASSN OF FAIRFAX INC
P.O. BOX 1032
ALPHARETTA GA 30004

ANDERSON ERIC A & JENNIFER LEIGH
1580 HARVEST LN
ALPHARETTA GA 30004

HILGERT SCOTT A
1715 HARVEST CIR
ALPHARETTA GA 30004

VICK BENJAMIN LEE & VICK HANNAH MA
GUIRE
1440 SHADE TREE WAY
ALPHARETTA GA 30009

MC LAUGHLIN BRADLEY D MC LAUGHLIN
CONNIE M
1570 HARVEST LANE
ALPHARETTA GA 30004

BERTHELOT J ASHLEY & SUSAN K
1710 HARVEST CIR
ALPHARETTA GA 30004

BUKOWSKI JOHN P & KATHLEEN M
1430 SHADE TREE WAY
ALPHARETTA GA 30004

HACKETT JOHN H & GINGER M
1560 HARVEST LN
ALPHARETTA GA 30004

2018 1 IH BORROWER LP
1717 MAIN ST STE 2000
DALLAS TX 75201

CARROLL MICHAEL E & MICHELE
540 SPRING GATE LN
ALPHARETTA GA 30004

JOHNSON CHRISTOPHER & ANNE
1550 HARVEST LANE
ALPHARETTA GA 30004

JENNIFER OAKS HOMEOWNERS ASSOC
P.O. BOX 2458
ALPHARETTA GA 30023-2458

CONNELL MARK
550 SPRING GATE LANE
ALPHARETTA GA 30009

PUTRELLO KIRSTIE E & ERIC J
1540 HARVEST LANE
ALPHARETTA GA 30004

POSTLES DONALD R JR & ANTOINETTE P
1590 HARVEST LANE
ALPHARETTA GA 30004

LULU NAIM
555 SPRING GATE LN
ALPHARETTA GA 30009-3498

SPRATT BRIAN G & DEBORAH M
1530 HARVEST LN
ALPHARETTA GA 30004

BUSCH GARY V & BUSCH JOYCE C
1320 SQUIRREL RUN
ALPHARETTA GA 30004

TARSCHES FAYE & RUSSELL BURTON
560 SPRING GATE LN
ALPHARETTA GA 30009

PROCTOR SAMUEL & BETH M
1520 HARVEST LN
ALPHARETTA GA 30004

NALLAPATI VENKATESH & SWATHI
1720 HARVEST CIR
ALPHARETTA GA 30004

JENNIFER OAKS HOMEOWNERS ASSOC
P.O. BOX 2458
ALPHARETTA GA 30023-2458

JENNIFER OAKS HOMEOWNERS ASSOC
P.O. BOX 2458
ALPHARETTA GA 30023-2458

BYERS CARROLL E
265 MILTON AVE
ALPHARETTA GA 30004-1511

CARLYLE LACHLAN & JACQUELINE LINDA
1200 RUCKER RD
ALPHARETTA GA 30004-4053

POULOS MARIA & HOBBS DARRELL
1220 RUCKER RD
ALPHARETTA GA 30004

10/24/2024

LETTER OF NO OBJECTION

10/25/2024

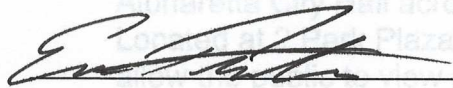
Aaron and Megan Smith
1555 Harvest Lane
Alpharetta, GA 30004

Alpharetta Planning & Zoning
2 Park Plaza
Alpharetta, GA 30009

Subject: SMITH 1555 Harvest Lane, Alpharetta, GA 30004 - Letter of No Objection

Dear Neighboring Property Owner:

We, Aaron and Megan Smith, are the current owners of the above-referenced property and will be submitting a front setback variance request to the town of Alpharetta for review, detailed in the attached letter with subject "RE: V-24-27 1555 Harvest Lane Setback Variance". If you have no objection to this request, please affix your signature and date below. Thank you for your time and attention to this matter.



Signature

Date

10/27/2024

Eric Putrello

1540 Harvest Lane, Alpharetta, GA 30004

Name

Address

Sincerely,

Jamie Franks

10/24/2024

LETTER OF NO OBJECTION

10/25/2024

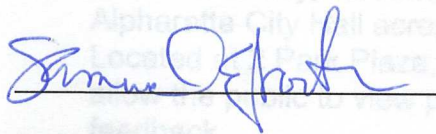
Aaron and Megan Smith
1555 Harvest Lane
Alpharetta, GA 30004

Alpharetta Planning & Zoning
2 Park Plaza
Alpharetta, GA 30009

Subject: SMITH 1555 Harvest Lane, Alpharetta, GA 30004 - Letter of No Objection

Dear Neighboring Property Owner:

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Signature

10/27/2024

Date

Sam Proctor

1520 Harvest Lane, Alpharetta, GA 30004

Name

Address

Sincerely,

Jamie Franks

10/24/2024

LETTER OF NO OBJECTION

10/25/2024

Aaron and Megan Smith
1555 Harvest Lane
Alpharetta, GA 30004

Alpharetta Planning & Zoning
2 Park Plaza
Alpharetta, GA 30009

Subject: SMITH 1555 Harvest Lane, Alpharetta, GA 30004 - Letter of No Objection

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The Community Zoning Information Meeting (CZIM) for this request will be held on Wednesday, November 13, 2024, at 6:00 PM in the Community Room in Alpharetta City Hall across from the Council Chambers. Alpharetta City Hall is located at 2 Park Plaza, Alpharetta, GA 30009. This is an informal meeting to provide feedback.

Signature

Date

Chris Johnson

1550 Harvest Lane, Alpharetta, GA 30004

Name

Address

If you have any questions regarding the request, please feel free to contact me at your convenience. I can be reached at Jamie.Franks@alairhomes.com, 770-616-8702.

Sincerely,

Jamie Franks

10/24/2024

LETTER OF NO OBJECTION

10/25/2024

Aaron and Megan Smith
1555 Harvest Lane
Alpharetta, GA 30004

Alpharetta Planning & Zoning
2 Park Plaza
Alpharetta, GA 30009

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Signature

Date

Adams Aliu

1565 Harvest Lane, Alpharetta, GA 30004

Name

Address

Sincerely,

Jamie Franks

LETTER OF NO OBJECTION

10/25/2024

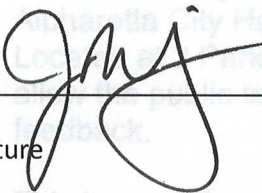
Aaron and Megan Smith
1555 Harvest Lane
Alpharetta, GA 30004

Alpharetta Planning & Zoning
2 Park Plaza
Alpharetta, GA 30009

Subject: SMITH 1555 Harvest Lane, Alpharetta, GA 30004 - Letter of No Objection

Dear Jennifer Oaks HOA President :

We, Aaron and Megan Smith, are the current owners of the above-referenced property and will be submitting a front setback variance request to the town of Alpharetta for review, detailed in the attached letter with subject "RE: V-24-27 1555 Harvest Lane Setback Variance". If you have no objection to this request, please affix your signature and date below. Thank you for your time and attention to this matter.



Signature

11/29/24

Date

John Mensching

1065 Jennifer Oaks DR, Alpharetta, GA 30004

Name

Address

Sincerely,

Jamie Franks

10/24/2024

LETTER OF NO OBJECTION

10/25/2024

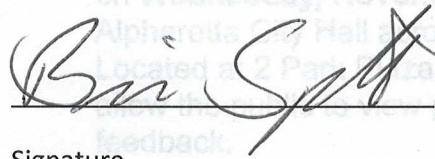
Aaron and Megan Smith
1555 Harvest Lane
Alpharetta, GA 30004

Alpharetta Planning & Zoning
2 Park Plaza
Alpharetta, GA 30009

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Signature

10/27/24

Date

Brian Spratt

1530 Harvest Lane, Alpharetta, GA 30004

Name

Address

Sincerely,

Jamie Franks

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY	
Case #:	PHA 240047
PH #:	V-24-27
☐ Property Taxes & Code Violations Verified	
☒ Fee Paid	Initial: JNB

COMMUNITY DEVELOPMENT DEPARTMENT

2 PARK PLAZA

ALPHARETTA, GA 30009

1. This page should be the first page in each of your completed application packets.
2. It is preferred that all responses be typed. Illegible applications will not be accepted.
3. Prior to signing and submitting your application, please check all information supplied on the following pages to ensure that all responses are complete and accurate. Incomplete applications will not be accepted.
4. Payment of all applicable fees must be made at the time of application. Payment may be made via cash, credit card (American Express, Master Card or Visa), or check made payable to "City of Alpharetta." Please note that a 3% convenience fee will be added to all credit card transactions.
5. Applications will be accepted on the designated submittal dates between the hours of 8:30 AM and 3:30 PM.
6. If you have any questions regarding this form, please contact the Community Development Department by calling 678-297-6070.

Contact Information:

Contact Name: Jamie Franks Telephone: 770-616-8702

Address: 1631 Canton Rd Suite: _____

City: Marietta State: GA Zip: 30066 Fax: _____

Mobile Tel: _____ Email: Jamie.franks@alwrhomes.com

Subject Property Information:

Address: 1555 Harvest Lane, Alpharetta, GA 30004 Current Zoning: R15

District: 10 Section: _____ Land Lot: _____ Parcel ID: 22 4340 1246 0882

Proposed Zoning: _____ Current Use: Residential family

This Application For (Check All That Apply):

- | | | |
|--|---|---|
| ☐ Conditional Use | ☐ Master Plan Amendment | ☐ Comprehensive Plan Amendment |
| ☐ Rezoning | ☐ Master Plan Review | |
| ☒ Variance | ☐ Public Hearing | |
| ☐ Exception | ☐ Other (Specify): _____ | |

APPLICANT REQUEST AND INTENT

What is the proposed use(s) of the property? *single family*

Applicant's Request (Please itemize the proposal):

we are requesting to reduce setback to left on the south side of the property

Applicant's Intent (Please describe what the proposal would facilitate):

Being the rear of the property is in a flood zone this will allow the client to add storage, additional garage parking, a office and a primary walk in closet. Would like to stay in neighborhood.



PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Megan Smith Telephone: 470.918.1906
Address: 1555 Harvest Lane Suite: _____
City: Alpharetta State: GA Zip: 30004

Authorization:

I do solemnly swear and attest, subject to criminal penalties for false swearing, that I am the legal owner, as reflected in the records of Fulton County, Georgia, of the property identified below, which is the subject of the attached Application for Public Hearing before the City of Alpharetta, Georgia.

As the legal owner of record of the subject property, I hereby authorize the individual named below to act as the applicant in the pursuit of the Application for Public Hearing in request of the items indicated below.

- | | |
|---|--|
| ☐ Annexation | ☐ Special Use |
| ☐ Rezoning | ☐ Conditional Use |
| ☒ Variance | ☐ Master Plan |
| ☐ Land Use Application | ☐ Other |

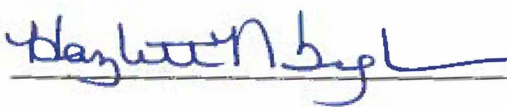
Property Owner's Authorized Applicant (if applicable):

Name of Authorized Applicant: Jamie Franks Telephone: 770-616-8702
Address: 1631 Canton Road Suite: _____
City: Marietta State: GA Zip: 30066

So Sworn and Attested:

Owner Signature:  Date: 9/20/2024

Notary:

Notary Signature:  Date: 9/20/2024



DISCLOSURE FORM

The Official Code of Georgia Annotated requires disclosure of campaign contributions to government officials by an applicant or opponent of a rezoning or public hearing petition (O.C.G.A. 36-67 A-1).

Applicants must file this form with the City of Alpharetta Community Development Department within ten (10) days after filing for rezoning or public hearing. Opponents to a rezoning or public hearing petition must file this form five (5) days prior to the Planning Commission meeting at which the subject rezoning or public hearing petition is scheduled to be heard.

Name of Applicant or Opponent: Megan Smith

Subject Public Hearing Case: 1555 Harvest Lane

Campaign Contribution Information:

Please provide the requested information for each contribution with a dollar amount or value of \$250 or more made within the past two (2) years to an Alpharetta Official by the individual identified above. Please use a separate form for each Alpharetta Official to whom such a contribution as been made.

If the individual identified above has made no such contributions to an Alpharetta Official within the past two (2) years, please indicate this by entering "N/A" on the appropriate lines below.

Name of Official: N/A Position: N/A

Description of Contribution: N/A Value: 0

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

I do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Disclosure Form is true and accurate and that I have disclosed herein any and all campaign contributions made to an Official of the City of Alpharetta, Georgia in accordance with O.C.G.A. 36-67 A-1.

Signature: 

Date: 9/20/2024

BOARD OF ZONING APPEALS REVIEW CRITERIA

Please respond to the following ONLY if you are applying for a zoning variance.

Are there extraordinary and exceptional conditions pertaining to the subject property because of its size, shape, or topography? Please describe them.

Yes. Our family home has become too small to accommodate our growing needs. Unfortunately, the constraints of our property make it impossible to expand at the back due to flood zone restrictions that substantially limit the buildable area of the subject property. The unique size, shape, and topography of our land leaves us with no other option but to build an addition at the front. Without approval for this variance, we cannot proceed with the necessary construction to ensure our home meets our family's needs. We kindly ask for your understanding and support in granting this variance, allowing us to preserve our home's legacy while adapting to our current circumstances.

Would the application of the Zoning Code standards as they relate to the subject property create an unnecessary hardship? Please explain.

Yes. The application of the Zoning Code standards would create an unnecessary hardship for the subject property. Strict conformity to the setback requirements would prevent the reasonable addition to the subject property. This reasonable addition includes:

1. Increasing the garage from 2-car to 3-car. Many of the houses in the subdivision have 3-car garages and long driveways with additional parking space. The subject property has a very short driveway with no additional parking space. The additional space for vehicles is critical to accommodate the growing needs of the family (teenage drivers), since the property HOA prohibits residents from parking vehicles on the street.
2. Increasing the available living space to accommodate both property co-owners' full-time remote work situations that require separate private offices for conference calls.
3. Increasing available closet and storage space for growing family needs. Current footprint has insufficient closet and storage space to meet family needs, requiring off-site storage.

Are there conditions that are peculiar to the subject property? Please describe them in detail.

Yes. The flood zone located on the subject property substantially limits the buildable area and necessitates building in the areas proposed by the applicant.

Would relief, if granted, cause substantial detriment to the public good or impair the purpose and intent of the Zoning Code? Please defend your response.

No. The requested variance would not cause substantial detriment to the public good or impair the purpose or intent of the Zoning Code. The subject property is located in a private subdivision, on a cul-de-sac at the end of a street, substantially limiting the vast majority of public observation of the property. With that said, the variance requested is the minimum necessary to facilitate the proposed project, while maintaining superior aesthetic appeal.

On a separate sheet or sheets, please provide any information or evidence that supports your request and the statements that you have provided in this application.

CITIZEN PARTICIPATION FORM - PART A

This form must be completed and submitted with the applicant's completed Public Hearing Application. Applications submitted to the City of Alpharetta without a completed Citizen Participation Form - Part A will not be accepted.

Public Hearing or Project Name: 1555 Harvest Lane

Contact Name: Jamie Franks Telephone: 770-616-8702

The following people will be notified of this application and provided information describing the subject proposal. Please note that ALL adjoining property owners MUST be notified. Use additional pages as needed.

see attached list

50014 Radios

Method by which these individuals will be contacted. Please mark all that apply. *If you select "Other," please provide a description of the method of contact that will be used.*

- | | |
|--|---|
| ☒ Letter | ☐ Personal Visits |
| ☐ Telephone | ☐ Group Meeting |
| ☐ Email | ☐ Other (Please Specify) |

Please describe the method(s) by which these individuals will have the opportunity to respond or contact the applicant with questions or concerns about the proposal.



Arthur E. Ferdinand
Tax Commissioner
Fulton County, Georgia

Tax Bill

141 Pryor Street
Atlanta, Georgia 30303
404.613.6100

Property Owner	Parcel Identification	Description	User ID
SMITH AARON D & MEGAN C	22 434012460882	Real Estate	IWR
Tax District 10 - ALPHARETTA			

Property Address	Account Number	Current Fair Market Value	Current Assessed Value
1555 HARVEST LANE	5322416	726,900	290,760

City Exemption

County Exemption Fulton Homestead Reg

City Sales Tax Credit \$0.00

County Sales Tax Credit \$32.06

Tax Year	Cycle	Principal Amount	Interest	Penalties/Fees	Paid	Total	Due Date
2024	County	4,708.97	0.00	0.00	0.00	4,708.97	11/15/2024
2023	County	4,109.99	0.00	0.00	4,109.99	0.00	11/15/2023
2022	County	4,448.62	0.00	0.00	4,448.62	0.00	11/15/2022
2021	County	4,441.87	0.00	0.00	4,441.87	0.00	11/15/2021
2020	County	4,489.18	0.00	0.00	4,489.18	0.00	11/15/2020
2019	County	4,422.11	0.00	0.00	4,422.11	0.00	10/15/2019
2018	County	5,237.80	0.00	0.00	5,237.80	0.00	10/31/2018
2017	County	4,294.00	0.00	0.00	4,294.00	0.00	01/15/2018

Grand Total Due \$4,708.97

Mailing Address

SMITH AARON D & MEGAN C
1555 HARVEST LN
ALPHARETTA GA 30004

Property owners with current legal matters, such as bankruptcy or foreclosure, must contact the Tax Commissioner's office at 404.613.6100 for the official balance due on their parcel(s).

Record and Return to:
Weissman, Nowack, Curry & Wilco, P.C./Post Closing
3500 Lenox Road, 4th Floor
Atlanta, GA 30328
File Number: NF106-11-0034-RC

WARRANTY DEED

STATE OF GEORGIA
COUNTY OF FULTON

THIS INDENTURE, made this MARCH 25, 2011, between ROBERT P. HEFFNER, JR. of the County of FULTON, and the State of GEORGIA as party or parties of the first part, hereinafter called Grantor, and AARON D. SMITH AND MEGAN C. SMITH, as joint tenants with rights of survivorship and not as tenants in common, as party or parties of the second part, hereinafter called Grantees (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns, where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, alienated, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property, to-wit:

See attached Exhibit "A" attached hereto and made a part hereof by reference hereto

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said described property.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them IN FEE SIMPLE together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

THIS CONVEYANCE is made pursuant to Official Code of Georgia Section 44-6-190, and it is the intention of the parties hereto to hereby create in Grantees a joint tenancy estate with right of survivorship and not as tenants in common.

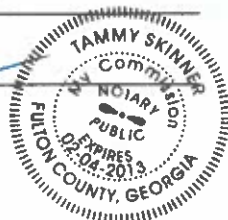
AND THE SAID Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantees against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the date and year above written.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public



Robert P. Heffner, Jr.

(SEAL)

NUMBER	DATE	REVISION TABLE	REVISED BY	DESCRIPTION

Smith Residence
 1555 Harvest Lane
 Alpharetta, Ga. 30004
Released For Construction Use



A L A I R
 LIVING BETTER STARTS HERE

DATE: 1/20/2024

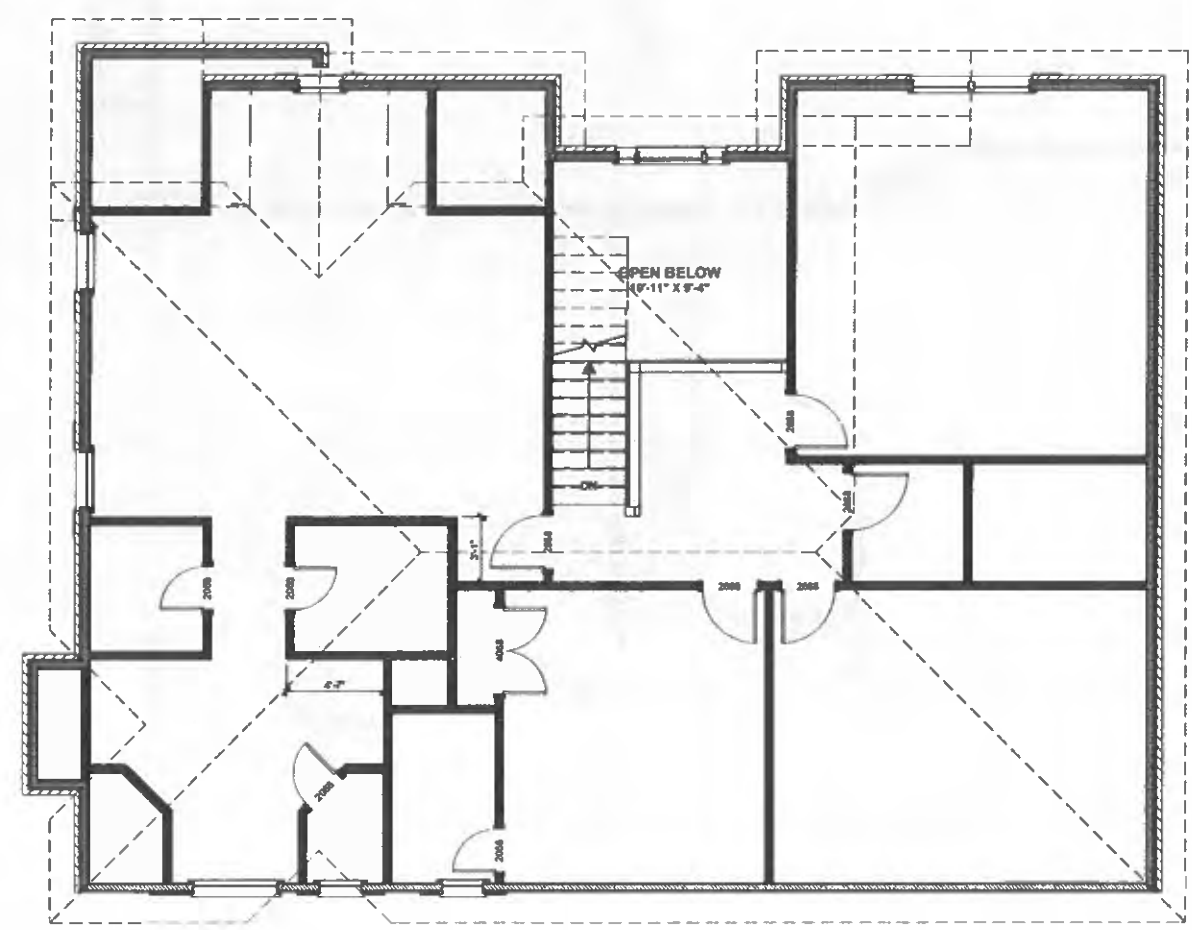
TIME: 2:22:32 PM

FILE: 000-00-00000

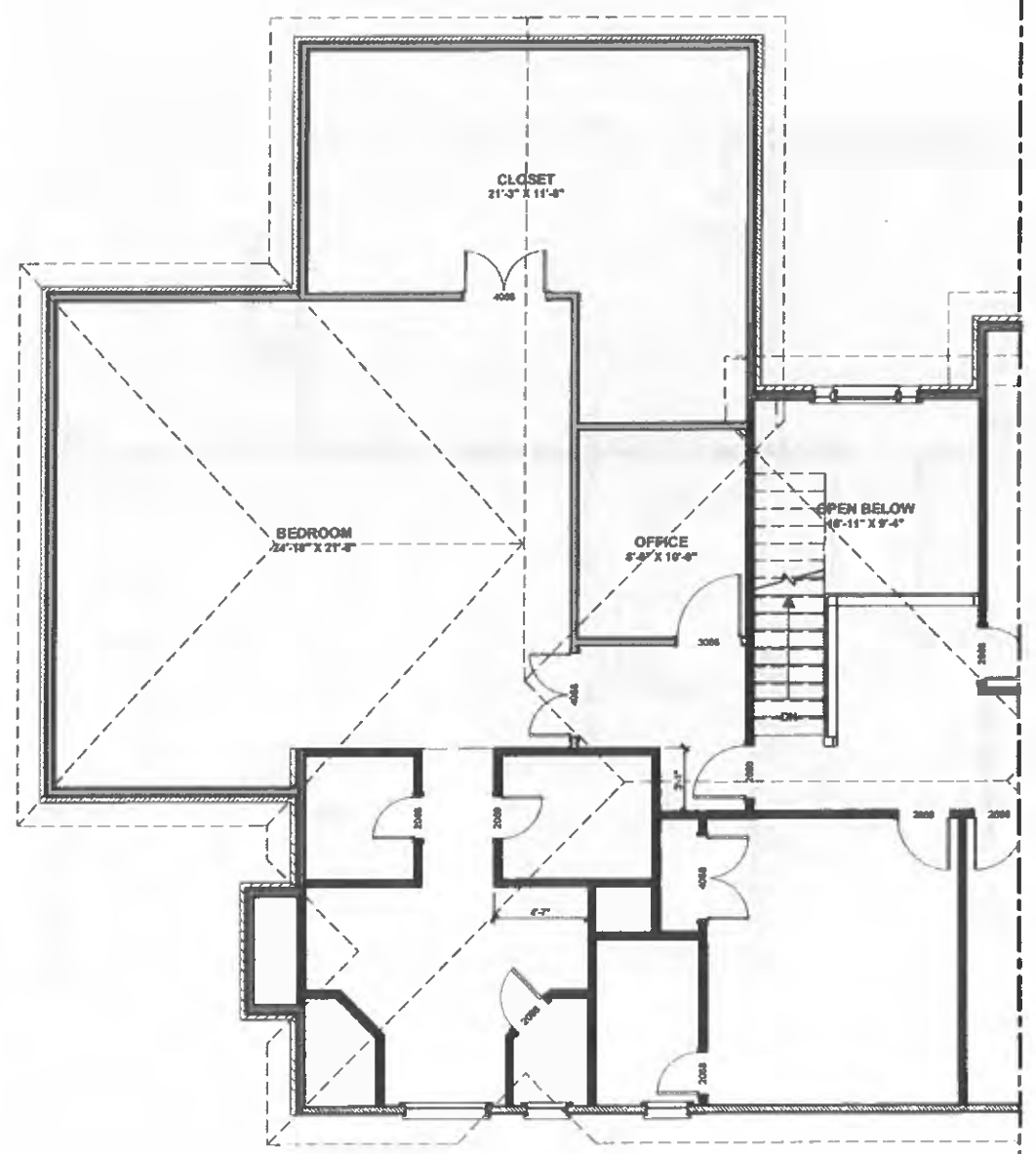
SCALE: As Noted

SHEET:

3



○ Existing Sec Fl
 1/4" = 1'-0"



○ Proposed Sec Fl
 1/4" = 1'-0"

x
 Approved



X
Approved

[illegible]

Smith Residence
1555 Harvest Lane
Alpharetta, Ga. 30004
Released For Construction Date

 A L A I R
LIVING BETTER STARTS HERE

DATE: 7/20/2024

TIME: 2:22:32 PM

FILE: South Ad Program

SCALE: As Noted

SHEET:

2



X

Approved

REVISION TABLE	
NUMBER	DATE

Smith Residence
1555 Harvest Lane
Alpharetta, Ga. 30004
Released For Construction Date



A L A I R

LIVING BETTER STARTS HERE

DATE: 7/29/2024

TIME: 2:22:37 PM

FILE: 2024-08-01

SCALE: As Noted

SHEET:

4



CITY COUNCIL STAFF REPORT

Department: Community Development

Submitted By: Kathi Cook

Prepared By: Michael Woodman

Meeting Date: December 2, 2024

AGENDA ITEM: PH-24-18 UNIFIED DEVELOPMENT CODE TEXT AMENDMENTS – SIGNS

Consideration of text amendments to the Unified Development Code (UDC). Amend UDC Article II, Section 2.6 Signs related to flagpoles, and signs permitted in Theater Complexes.

This item was considered at the October 3, 2024 Planning Commission meeting. There were no public comments. After discussion, the Planning Commission recommended approval. Vote 7-0

ITEM DESCRIPTION:

Staff recommends text amendments to Unified Development Code (UDC) Article II, Section 2.6 Signs, amending regulations pertaining to flagpoles, and 'Cinemas' or 'Theaters' signs.

Amend UDC Subsection 2.6.7 Exemptions from permit requirements, to amend the height of a flagpole on a non-residential property from the maximum building height in the applicable zoning district, or 60', whichever is less to no more than 35'.

Amend UDC Subsection 2.6.12(B)(9) Signs Permitted for Cinema Complexes to replace the term 'cinema complex' with 'theater' in order to match the definition in the UDC for 'Theater'. The UDC defines 'Theater' as "a building or part of a building devoted to showing motion pictures, or for dramatic, musical or live performances."

ATTACHMENTS:

- Ordinance



AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AMEND ARTICLE II OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ALPHARETTA, GEORGIA; TO AMEND REGULATIONS PERTAINING TO SIGNS; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

WHEREAS, the Mayor and Council of the City of Alpharetta (the "City Council" or "Council") are charged with the protection of the public health, safety, and welfare of the citizens of the City of Alpharetta;

WHEREAS, the Unified Development Code was designed to be amended from time to time when circumstances warrant that modifications be made in order to make said Codes more responsive to community needs;

WHEREAS, the City Council finds that ordinances and regulations governing the uses of land and development of land within the City, as well as the City's operations, should be continually improved from time to time and modified as necessary to better protect and promote the public health, safety and welfare of the residents and businesses of the City of Alpharetta;

WHEREAS, the City Council desires to amend Article II of the Unified Development Code for the foregoing purposes; and

WHEREAS, the City Council finds that the following amendments to the Unified Development Code promote the health, safety, morals, convenience, order, prosperity and general welfare of the present and future inhabitants of the City of Alpharetta.

NOW THEREFORE, the Mayor and City Council of the City of Alpharetta hereby ordains, as follows:

Section 1: Article II, Section 2.6 titled "Signs" of the Unified Development Code is hereby amended by amending same as set forth in Exhibit "A" attached hereto as if fully set forth herein.

Section 2: If any section, subsection, provisions, or clause of any part of this Ordinance shall be declared invalid or unconstitutional or, if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent of the City Council that this Ordinance would have been adopted in its current form without the invalid or unconstitutional provision contained therein.

Section 3: This Ordinance shall be effective immediately upon its adoption by the City Council and the amendments made herein shall be incorporated into the Unified Development Code of the City of Alpharetta, Georgia, as applicable. This Ordinance hereby repeals any and all conflicting ordinances and amendments.

SO ORDAINED, this ____ day of December ____.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

Mayor Pro Tem Dan Merkel

Council Member Donald F. Mitchell

Council Member Brian Will

Council Member Douglas J. DeRito

Council Member John Hipes

Council Member Fergal Brady

(SEAL)

Attest:

Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

[INSERT ATTORNEY], City Attorney

Exhibit "A"

SECTION 2.6 SIGNS¹

2.6.1 Findings, purpose and intent.

A. *Findings.*

1. The City of Alpharetta finds that signs are a proper use of private property, are a means of personal free expression and a necessary component of a commercial environment. As such, signs are entitled to the protection of the law. In the absence of regulation, however, the number of such signs tends to proliferate, with property owners' desiring ever increasing numbers and sizes of signs, leading to cluttered and aesthetically blighted thoroughfares and properties. In addition, the competition among competing sign owners for visibility of their signs contributes to safety hazards for both vehicles and pedestrians and undermines the sign owners' original purpose of presenting a clear message of its idea or identification of its premises.
2. The City further finds that the size, height, number, design characteristics, spacing and location of signs in the City directly affect the public health, safety and welfare and property values.
3. The City further finds that the regulation of the size, height, number, design characteristics, spacing and location of signs is necessary to protect the public safety, to assure compatibility of signs with surrounding land uses, to enhance the business and economy of the City, to protect the public investment in the streets and highways, to maintain the tranquil environment of residential areas, to promote industry and commerce, to eliminate visual clutter and blight, to provide an aesthetically appealing environment, and to provide for the orderly and reasonable display of both advertising and non-commercial messages for the benefit of all the City's citizens.
4. The City further finds that there is a substantial difference between signs erected by public authority and signs erected by private citizens or businesses. Signs erected by public authority are virtually all erected for the purpose of maintaining the public safety either through direct control of traffic or through provision of such type signage as street signs which enable the traveling public to know where they are located and to find where they are going. As such, with the exception of limited signs serving other purely public purposes, such as identifying government buildings or conveying government speech, virtually all government signs are erected purely for public safety purposes. Moreover, their use in the public right-of-way is necessary to ensure their visibility to the motoring public. The City finds that public utility signs are frequently of the same nature as those signs erected by governmental entities in that they provide necessary information to safeguard the public from downed power lines and from street excavations. Even where signs serve a propriety purpose, such as identifying markings on utility poles, those signs are marked primarily for the purpose of benefiting the public generally through identification of locations where there may be temporary losses of power.
5. The City further finds that there is a substantial need directly related to the public health, safety and welfare to comprehensively address these concerns through adoption of the following regulations.

- B. *Purpose and Intent.* The purpose and intent of the governing authority of the City of Alpharetta in enacting this Ordinance includes, are as follows:

¹Ord. No. 720, § 2(Exh. A), adopted 2-22-2016, repealed former § 2.6 (2.6.1—2.6.14), and enacted a new § 2.6 as set out herein. The former § 2.6 pertained to similar subject matter and derived from the original codification and Ord. No. 713, §§ 1—8, adopted Sept. 28, 2015.

1. To protect the health, safety, general welfare and property values of the citizens of the City, and to implement the policies and objectives of the Comprehensive Plan of the City through enactment of a comprehensive set of regulations governing signs in the City;
2. To regulate the erection and placement of signs within the City in order to provide safe operating conditions for pedestrian and vehicular traffic without unnecessary and unsafe distractions to drivers and pedestrians;
3. To preserve the value of property on which signs are located and from which signs may be viewed;
4. To maintain an aesthetically attractive city in which signs are compatible with the surrounding area;
5. To maintain for the City's residents, workers and visitors a safe and aesthetically attractive environment and to advance the aesthetic interests of the City;
6. To prevent the destruction of the natural beauty and environment of the City and maintain and maximize tree coverage within the City;
7. To establish comprehensive sign regulations which effectively balance the protection of legitimate business and development needs and the rights of individuals and businesses to convey their messages through signs with the promotion of a safe and aesthetically attractive environment for residents, workers and visitors to the City and the protection of the public health, safety, and general welfare;
8. To ensure the protection of free speech rights under the State and United States Constitution within the City;
9. To promote economic development;
10. To establish a permit system to allow specific types of signs in zoning districts consistent with the uses, intent and aesthetic characteristics of the areas where the signs are to be located;
11. To provide temporary signs in limited circumstances;
12. To place reasonable controls on non-conforming signs that are by definition contrary to the public health, safety and welfare while protecting the constitutional rights of the owners of said non-conforming signs;
13. To provide for the maintenance of signs;
14. To avoid the harmful aspects of the unrestricted proliferation of signs; and
15. To ensure the fair and consistent enforcement of sign regulations.

(Ord. No. 720, § 2(Exh. A), 2-22-2016)

2.6.2 Scope of regulations.

- A. The provisions and standards of this Ordinance shall apply to all signs located or erected within the corporate limits of the City.
- B. Protected non-commercial speech shall be permitted in any place commercial speech is permitted under this Ordinance. Any sign provided for in any zoning district may contain non-commercial messages. To the extent any conflict arises between this provision and any other language found in this Ordinance, this provision shall control.
- C. Nothing herein shall be construed to permit display of any message which is obscene, illegal or speech which is otherwise unprotected under the First Amendment of the United States Constitution. Nothing herein shall be construed to prohibit a prosecution for violation of a criminal

statute by the City or other duly constituted government authority or a civil action by the City or other private person or entity.

(Ord. No. 720, § 2(Exh. A), 2-22-2016)

2.6.3 Definitions.

As used in this Ordinance, unless the context indicates otherwise, the following terms shall have the meaning set forth below:

Abandoned Sign. Any sign that contains or exhibits broken panels, visible rust, visible rot, damaged support structures, or deteriorated copy through lack of maintenance, or which is otherwise dilapidated, unsightly, or unkempt, and for which no person accepts maintenance responsibility.

Animated Sign. Any sign, or part of a sign, that uses any movement or change of lighting or color to depict action or create a special effect or scene, changes colors or physical position by movement or rotation, or which gives the visual impression of such movement or rotation. This includes signs that flash, blink, scroll, fade or rotate/revolve to display a message in more than one direction, and tri-vision signs, but does not include flags, banners, or canopies.

Background Area. The area of a sign face on which copy could be placed, as opposed to the copy area, where copy is in fact posted or painted. See also, "Face of Sign" (or "Sign Face").

Banner. Any sign of lightweight fabric, plastic or similar material that is intended to be hung either with a frame or without a frame. Neither flags nor canopy signs are considered banners.

Beacon. Any light with one (1) or more beams which rotate, move or which are directed into the atmosphere or at one (1) or more points not on the same lot as the light source.

Canopy (or Marquee). A permanent roof-like shelter extending from part or all of a building face and constructed of some durable material such as fabric, metal, glass or plastic.

Canopy Sign. Any sign attached to or constructed in or on a canopy. For purposes of this Ordinance, this term includes Marquee Sign.

Changeable Copy Board. Any sign or part of a sign face that incorporates changeable board or panels, each of which contain a number, letter, character, graphic, symbol or image, to form a sign message or messages ("changeable copy"), whether the changing of such panels or boards are accomplished electronically or manually. A tenant panel is not considered changeable copy.

Channel Letter Sign. A three-dimensional, individually cut letters or figures, illuminated or non-illuminated, affixed to a structure.

City. The City of Alpharetta, Georgia.

Copy. The characters, symbols, graphics, images, letters, words, writing, and/or information or advertising display on a sign surface.

Copy Area. The area in square feet of the smallest rectangle enclosing the actual copy of a sign.

Directory Sign. A single, permanent free-standing sign for multiple businesses, offices, professionals, industries or other entities located within a planned center.

Double-Faced Sign. A sign which has two (2) display areas against each other or where the interior angle formed by the display areas is sixty degrees (60°) or less, where one (1) face is designed to be seen from one (1) direction and the other face from another direction.

Electronic sign. Any sign, or portion of a sign, whose message may be changed at intervals by electronic process or by remote control, including signs such as a tri-vision sign, LCD sign or LED sign.

Facade. The exterior front of a building or structure exposed to public view.

Face of Sign or Sign Face. That part of a sign that is or can be used to announce, direct attention to, identify, advertise or otherwise communicate information. The entire area of sign on which copy could be placed. See also, "Background Area." The sign face may be composed of two or more modules on the same surface that are separated or surrounded by portions of a sign structure not intended to contain any advertising message or idea and are purely structural or decorative in nature.

Feather Sign. A temporary sign or device made of lightweight plastic, fabric, or other material, whether or not containing a message of any kind, attached to a single rod, stake or staff for support, and designed to move in the wind.

Flags. Any fabric, bunting or similar material containing distinctive colors, patterns, or symbols.

Flashing Sign. A sign, the illumination of which is not kept constant in intensity at all times when in use, and which exhibits marked changes in lighting effects.

Free-standing Sign. Any sign erected on a free-standing base, foundation, or frame, or otherwise supported by structures, supports or posts that are attached to, placed on, or anchored in the ground, and which are independent from and not attached to any building or other structure. All permanent free-standing signs shall be self-supporting structures erected on and permanently attached to solid bases or foundations.

Illuminated Sign, External. Any sign illuminated by an external light source. Such source cannot be a device that changes color, flashes or alternates.

Illuminated Sign, Internal. Any sign illuminated by an internal light source. Such source cannot be a device that changes color, flashes or alternates.

Lot or Parcel. A designed parcel, tract or area of land legally established by plat, subdivision or as otherwise permitted by law, to be separately owned, used, developed or built upon.

Monument Sign. A type of permanent free-standing sign that consists of a sign face attached on a solid base or foundation, designed in a manner such that the bottom (base) of the sign face is flush with the supporting solid base, which is directly mounted on and flush with the ground. The supporting base shall be at least as wide as the sign face and shall be constructed of brick, stone, or other architectural material as set forth herein. Also referred to as a "ground sign."

Non-conforming Sign. A sign erected or otherwise in use prior to the effective date of this Ordinance which fails in one or more respects to comply with all provisions of this Ordinance.

Obscene. Any form of speech which, taken as a whole, appeals to the prurient interest in sex, portrays sexual conduct in a patently offensive way, and which, taken as a whole, does not have serious literary, artistic, political, or scientific value. See *Miller v. California*, 413 U.S. 15, 93 S. Ct. 2607 (1973).

Outparcel. A portion of a larger parcel of land generally designed as a site for a separate structure and business from that of the larger main tract. To be recognized as an outparcel, the parcel must abut and be external to the larger main tract, have street frontage, and at the time of approval of the site plan for the larger main parcel be identified and delineated as a separate building site from that of the larger main parcel.

Pennant or Streamer. A temporary sign or device made of lightweight plastic, fabric, or other material, whether or not containing a message of any kind, suspended from a rope, wire, or string, usually in a series, designed to move in the wind.

Permanent Sign. Any sign affixed in manner that enables the sign and its copy to resist environment loads and precludes ready removal or movement of the sign, which is designed and constructed in a manner such that its intended use appears to be indefinite, and which, when installed, is intended for permanent use.

Perpendicular Sign. A sign that is placed perpendicular to the face of a wall and can be read on both sides. Such signs can be mounted to a wall or attached to the underside of an awning.

Portable Sign. Any sign which is designed to be transported, including, but not limited to, signs transported by trailer or its own wheels, even though the wheels of such sign may be removed and remaining chassis or support constructed without wheels is converted to an "A" or "T" frame sign or attached temporarily or permanently to the ground. Portable sign also means a sign carried by a person when that person's function is to display or convey a message as a pedestrian. Portable sign also means and includes a sign attached to, mounted on, posted on, painted or drawn on a motorized or drawn vehicle, when such vehicle is parked or placed in such a manner as to serve the purpose of an advertising device, or routinely parked at a location other than the location generally associated with the message conveyed or identified thereon, or when the primary purpose or function of such vehicle is to transport the message or messages conveyed or identified thereon. Portable signs shall not be deemed to include standard bumper stickers on vehicles, license plates, or signs that may be reflected on hats or other articles of clothing.

Roof Line. The top edge of the roof or the top of the parapet, whichever forms the top line of the building silhouette.

Roof Sign. Any sign erected upon, against or directly above a roof or on top of or above the parapet of a building.

Rotating Sign. Any sign or portion of a sign that moves in a revolving or similar manner.

Sidewalk or Sandwich Board Sign. A movable sign not secured or attached to the ground or surface upon which it is located.

Sign. Any identification, description, illustration, device, fixture, structure, display or visual representation, which is visible from any public place and affixed to, or supported or suspended by, a stationary object, structure, building or the ground that uses any color, form, character, symbol, graphic, image, illumination, or writing to announce, direct attention to, identify, or advertise an object, idea, location, place, person, institution, organization, business, product, service, activity or event or to otherwise visually communicate information, ideas or messages of any kind to the public. "Sign" includes the sign face and sign structure..

Sign Structure. Any structure, other than a building, which supports, has supported or is designed to support a sign. A decorative cover is part of a sign structure.

Site Plan. A scaled, legible drawing representing the parcel of land on which a sign is to be located showing at least the property lines, public street rights-of-way, drive entrances, buildings and the location of existing free-standing signs.

Standard Informational Sign. A non-illuminated, temporary free-standing sign, which shall contain no reflecting elements, flags, projections or unpainted wooden surfaces, mounted on a post, stake or metal frame (with a thickness or diameter not greater than three and one-half inches) that is attached to, or anchored in, the ground. Standard informational signs are limited per lot to either one (1) sign that is twelve (12) square feet in area or up to four (4) signs not to exceed an aggregate of twelve (12) square feet in area. In addition, each sign shall not exceed a height of five (5) feet. These signs shall be set back not less than ten (10) feet from public right-of-way or ten (10) feet from the back of curb of a private roadway. Standard informational signs do not require a permit.

Strip Shopping Center. A multi-tenant retail center with less than fifty thousand square feet (50,000 sq. ft.) of enclosed, leasable space.

Subdivision Sign. A monument sign located at the vehicular entrance or exit of a platted residential subdivision.

Substandard Lot or Parcel. A lot or parcel that does not meet the lot area, width or public street frontage and access requirements of this Code.

Swinging Sign. A hinged sign installed on an arm or spar, and which is not also permanently fastened to an adjacent wall, ceiling or upright pole or support.

Temporary Sign. Any sign that is not a permanent sign.

Tenant Frontage or Tenant Space Frontage. The horizontal distance in feet between the left side wall and the right side wall or building end wall of a tenant space fronting on a street.

Tenant panel. A physically removable panel on a sign face that may be changed for different like-sized panels and which is at least two (2) square feet in area. Tenant panels do not include electronic signs, reader boards or changeable copy.

Tenant Space. The physical location within a building designed and intended to serve as the separate and exclusive premises for the operations of a business or entity, which has its own exclusive public entrance/exit from the exterior of the building, and which is occupied by a business or entity legally operating pursuant to all Federal, State, City or other applicable laws and regulations. The use of any such physical location by more than one (1) legally operating business or entity shall only constitute a single tenant space. In the event such a physical location is used or occupied by more than one (1) business or entity, in order for such physical location to constitute a "tenant space", all businesses and/or entities operating therein must be operating pursuant to all Federal, State, City or other applicable laws and regulations.

Under-canopy Sign. A sign suspended below the ceiling or roof of a canopy or marquee and perpendicular to the face of the building. For the purposes of this Ordinance, this term includes Under-marquee Sign.

Variable Message Board. A programmable sign that provides changing information.

Wall Sign. A sign attached to or erected against the outside wall of a building, with the face parallel to the building wall and extending not more than 1 foot (1 ft.) therefrom, and which displays only one sign face.

Window Sign. A sign installed on or inside a window for purposes of viewing from outside the building. This term does not include merchandise located in window or similar window displays.

(Ord. No. 720, § 2(Exh. A), 2-22-2016; Ord. No. 841, § 1(Exh. A), 2-21-2022)

2.6.4 Permits and applications.

- A. PERMIT REQUIRED. Except as specifically exempted from the provisions of this Ordinance, it shall be unlawful for any person to post, display, materially change, or erect a sign in the City without first having obtained a sign permit. Notwithstanding the foregoing, signs which are not visible from a public right-of-way or from neighboring properties shall not be subject to the standards of this Ordinance. A change in the copy area of a sign shall constitute a material change.
- B. APPLICATION CONTENTS. Applications for sign permits shall be made on application forms prepared by the Director and filed by the sign owner or its agent with the Director. The application shall include a detailed description of the subject sign and such other information and documents as required by the subject application form, including the following:
 - 1. The street address of the property upon which the subject sign is to be located and a site plan of the property which bears the scaled and labeled proposed location of the sign.
 - 2. The aggregate area and copy area for all signs on the parcel.
 - 3. The name(s) and address(es) of the owner(s) of the real property upon which the subject sign is to be located.
 - 4. Name, address, telephone number, business license number and signature of the business owner authorizing placement of the sign.
 - 5. Name, address, telephone number, fax number, business license number and signature of the sign contractor.

6. The type of sign to be erected, the area and copy area of the sign, the height of the sign (if free-standing), the shape of the sign, the color(s) of the sign, the material of the sign and details showing how the sign will be mounted, installed or erected.
7. For permanent free-standing, ground and monument signs only, show dimensioned sign location on site plan and include structural foundation and mounting details. Indicate the location and size of all existing permanent free-standing, ground and monument signs on the property.
8. The cost of the sign (materials and installation).
9. All applicants for signs which incorporate electricity must obtain an electrical permit or, if previously issued, a copy of the electrical permit. Signs connected to an approved, existing wired outlet or junction box do not require electrical permits.
10. If the proposed sign is subject to the design standards or other requirements set forth in the Design Review Board Ordinance (codified as §§ 16-37—16-46 of The Code of the City of Alpharetta, Georgia), the applicant must also submit such additional forms, information and/or documents as may be required by the provisions of said ordinance.
11. Such other information as the City shall require to show full compliance with this and other ordinances of the City.

C. REVIEW AND CONSIDERATION OF APPLICATIONS; DECISION; APPEALS.

1. No permit shall be issued until the appropriate application has been filed with, and approved by, the Director and fees have been paid. Fees and any required deposits shall be established from time to time by resolution of the City Council. No application shall be deemed to be accepted by the Director unless and until all fees and deposits are paid and all information reasonably required by the Director is provided by the applicant. When a sign sought pursuant to an application for a permit is located or proposed to be located within the Downtown Overlay or design review for compliance with design standards is delegated and referred to the Design Review Board by the Director as authorized under the Design Review Board Ordinance, the application shall also be subject to design review by the Design Review Board in accordance with the Design Review Board Ordinance. Where design review of a sign by the Design Review Board is required in accordance with the foregoing provisions, a condition of zoning or conditional use approval, or any other applicable City code, ordinance, resolution or regulation, no permit for any such sign shall be issued without the prior grant of design approval by the Design Review Board. The decision of the Design Review Board to grant or deny design approval shall be final.
2. The Director shall reject any application that is incomplete or does not conform to the City's application requirements, contains a false material statement or omission, or is for a prohibited sign under Subsection 2.6.8. Any such application may be rejected by either returning the application to the applicant or providing written notice of rejection of the application at any time prior to the expiration of (45) business days of receipt of said application. An application which is resubmitted must meet all the standards applicable to an original application. A rejected application that is later resubmitted in conformity with this Section 2.6 shall be deemed to have been submitted on the date of resubmission, instead of the original submission date. The Director is further authorized and empowered to revoke any sign permit issued pursuant to an application containing a false material statement or omission. The rejection or revocation of a permit pursuant to the provisions of this subparagraph may be appealed to the Board of Appeals by filing a notice of appeal with the Director within fifteen (15) days of written notice of the revocation, which must state the reason(s) for the appeal. Any such appeal shall be heard in accordance with the provisions for appeal set forth in subparagraph 5 below.

3. A sign permit shall become null and void if the sign for which the permit was issued has not been completed and erected within the time frame specified by the permit or six (6) months after the date of issuance.
4. A complete application for a sign permit shall be approved or denied by the Director within forty-five (45) business days of its receipt by the Director and the applicant's payment of the appropriate deposit(s) and fee(s) to the City. The Director shall give written notice to the applicant of the Director's decision within such forty-five (45) business day period. If it is determined that the application fully complies with the provisions of this Section 2.6 and all other applicable laws, ordinances, codes, resolutions and regulations of the City, the application shall be approved by the Director and a sign permit shall be issued. If it is determined that the application or proposed sign does not fully comply with the provisions of this Section 2.6 and all other applicable laws, ordinances, codes, resolutions and regulations of the City, the Director shall deny the application. If the decision of the Director is to deny the application, the notice shall state the reasons for denial of the permit. The Director shall give such notice in writing by hand-delivery, certified mail, statutory overnight delivery, or e-mail using the contact information provided in the application. If the notice is sent by certified mail, overnight statutory delivery or e-mail, the notice shall be deemed to have been given on the date the notice is mailed or e-mailed by the City as indicated by the postmark or date stamp associated therewith. If the City fails to act within the forty-five (45) business day period, the permit shall be deemed to have been granted.
5. Except as provided in Paragraph 6 below, when an application for a sign permit is denied by the Director, the applicant may appeal such denial to the Board of Appeals by filing a written notice of appeal with the Director within fifteen (15) days of the written notice of permit denial. The notice of appeal shall specify the grounds thereof. The Board of Appeals shall take final action on the appeal within sixty (60) days of the filing of the notice of appeal. If the Board of Appeals fails to act within said 60-day period, the permit shall be deemed to have been granted. Should the Board of Appeals vote to uphold the decision of the Director, the Board of Appeals shall issue a written decision indicating the reason(s) therefor to the applicant. Appeal from the decision of the Board of Appeals is by writ of certiorari to the Fulton County Superior Court and must be filed within 30 days of the date of the Board's decision.
6. Notwithstanding the provisions of the foregoing Paragraph, when (a) a sign is subject to design review and approval by the Director for compliance with design standards and other requirements pursuant to the Design Review Board Ordinance (See Chapter 16 of The Code of the City of Alpharetta, Georgia) and (b) an application for a sign permit is denied by the Director solely on the grounds that the proposed sign does not comply with such design standards or requirements (i.e., design approval is denied by the Director), the applicant may appeal such denial to the Design Review Board by filing a written notice of appeal specifying the grounds thereof with the Director within fifteen (15) days of the written notice of permit denial. When the Director's denial of design approval under the Design Review Board Ordinance serves as the sole basis for the denial of an application for a sign permit, such permit denial shall only be appealable to the Design Review Board. The Design Review Board shall take final action on the appeal within 60 days of the filing of the notice of appeal. If the Design Review Board fails to act within said 60-day period, design approval of the proposed sign shall be deemed to have been granted. Should the Design Review Board vote to uphold the denial, the Design Review Board shall issue a written decision indicating the reason(s) therefor to the applicant. Appeal from the decision of the Design Review Board is by writ of certiorari to the Fulton County Superior Court and must be filed within thirty (30) days of the date of the Design Review Board's decision.
7. The Director may inspect all existing signs in the City to determine if such signs conform to the provisions of the Ordinance. The Director is authorized and empowered to suspend or revoke any sign permit issued upon failure of the holder thereof to comply with any provision of this Sign Ordinance or any other ordinance of the City applicable to the subject sign. The

suspension or revocation of the permit shall not preclude the Director or City from taking any other action authorized by this Code or by law to enforce the provisions hereof, assure correction of violations or for any other lawful purpose. No permit shall be suspended or revoked until after the permittee is granted a public hearing before the Board of Appeals. The permittee shall be given fifteen (15) days' written notice of the time, place, and purpose of the hearing, with a statement of the reason(s) for the suspension or revocation of such permit. A finding that the permittee has violated a provision of this Sign Ordinance or any other ordinance of the City applicable to the subject sign shall be due cause for the suspension or revocation of the sign permit.

(Ord. No. 720, § 2(Exh. A), 2-22-2016; Ord. No. 751, § 1(Exh. A), 10-16-2017; Ord. No. 805, § 1(Exh. A), 8-10-2020)

Ord. No. 751, § 1(Exh. A), adopted Oct. 16, 2017, changed the title of § 2.6.4 from "Permits and labels" to read as herein set out.

2.6.5 Variances.

- A. Where a literal application of terms of this Ordinance, due to special circumstances, would result in an unusual hardship in an individual case, a variance may be granted pursuant to procedures set forth in this Code where all the following conditions exist:
1. a. Exceptional conditions pertaining to the property where the sign is to be located as a result of its size, shape or topography, which are not applicable to other lands or structures in the area; or
 - b. The natural features of the lot on which the sign is located or to be located, or of the land immediately adjacent to the lot, impairs the visibility of the sign such that it cannot be seen;
 2. The applicant would be deprived of rights that are commonly enjoyed by others similarly situated;
 3. Granting the variance would not confer on the applicant any significant privileges which are denied to others similarly situated;
 4. The exceptional circumstances are not the result of action by the applicant;
 5. The requested variance is the minimum variance necessary to allow the applicant to enjoy the rights commonly enjoyed by others similarly situated;
 6. Granting of the variance would not violate more than one standard of this Ordinance; and
 7. Granting the variance would not result in allowing a sign that interferes with road or highway visibility or obstruct or otherwise interfere with the safe and orderly movement of traffic.

Notwithstanding the foregoing, no variance shall be granted for any sign that is a prohibited sign under Subsection 2.6.8.

(Ord. No. 720, § 2(Exh. A), 2-22-2016)

2.6.6 Non-conforming signs.

It is the policy of the City to encourage that all signs within the City be brought into compliance with the terms and requirements of this Ordinance.

- A. The City finds that non-conforming signs may adversely affect the public health, safety and welfare. Such signs adversely affect the aesthetic characteristics of the city and may adversely affect public safety due to the visual impact of said signs on motorists and the structural

characteristics of said signs. Accordingly, the following registration requirements are found to be necessary in order to minimize these possible adverse effects through annual inspections and maintenance and allow the City to remain cognizant of the locations and maintenance of said signs.

- B. The owner(s) or authorized agent(s) of each non-conforming sign located within the City shall register said non-conforming sign with the Director no later than 90 days after the effective date of this Ordinance and shall renew this registration annually thereafter. Any non-conforming sign that does not comply with the registration requirements herein shall be deemed to be an illegal sign and shall be subject to the regulations applicable to illegal signs and all other enforcement provisions of this Ordinance. The Director shall promulgate a form for the registration of non-conforming signs and shall annually inspect said signs to assure that they continue in all other respects in conformity with all other provisions of this Ordinance and any other applicable ordinance or regulation of the City.
- C. The Director may inspect existing signs in the City from time to time to determine if such signs conform to the provisions of this Ordinance.
- D. Any non-conforming sign which is not used or leased for a continuous period of 1 year shall not be reused for sign purposes unless and until it fully conforms with the terms and requirements of this Ordinance.
- E. No change in shape, size or design, shall be permitted except to make a non-confirming sign comply with all requirements of this Ordinance.
- F. A non-conforming sign may not be replaced by another non-conforming sign.

(Ord. No. 720, § 2(Exh. A), 2-22-2016)

2.6.7 Exemptions from permit requirements.

The following signs shall be exempt from the permit requirements of Section 2.6.4, provided all standards set forth in this Ordinance are met, including, but not limited to, the standards set forth below:

- A. Standard informational signs.
- B. Address numerals, not exceeding six (6) inches in height in residential districts and twelve (12) inches in height in non-residential districts, for the sole purpose of displaying street numbers as may be required by other ordinances and other signs required by law.
- C. Flags provided that the height of a flag pole shall not exceed ~~35 feet the allowed height provided for a structure or a building in the applicable zoning district, or sixty (60) ft., whichever is less,~~ and in residential districts shall not exceed twenty-five (25) ft. in height or the height of the primary structure on the lot, whichever is less. In addition, the maximum dimensions of any flag shall be proportional to the flag pole height and the hoist side of the flag shall not exceed twenty percent (20%) of the vertical height of the flag pole. Each lot shall be allowed a maximum of three (3) flag poles unless a special land use permit or variance is obtained. A maximum of 2 flags per pole is allowed.
- D. Non-governmental traffic control devices in or adjacent to internal parking areas and driveways in private developments, located so as not to interfere with, or detract from, official traffic control devices, and which conform to MUTCD (current edition) standards, including, but not limited to, standards regarding size, height, design and location.
- E. Window signs meeting the standards of this Ordinance.
- F. Legally authorized public notices when posted by a government officer in the performance of his or her duties.

2.6.8 Prohibited signs and devices.

Except as otherwise provided, the following types of signs or attention-getting devices are prohibited in all zoning districts of the City:

1. Balloons, pennants, streamers, feather signs, air or gas filled figures, or similar attention-getting devices or wind-activated devices, excluding flags.
2. Swinging signs.
3. Rotating signs.
4. Animated signs, flashing signs, and intensely lighted signs.
5. Beacons, search lights or laser lights or images.
6. Variable message boards used for purposes other than traffic management.
7. Signs which purport to be, or are an imitation of, or resemble an official traffic sign or signal.
8. Window signs which, in aggregate, exceed 20% of the window area or otherwise fail to meet the standards of this Ordinance.
9. A-frame signs, sandwich board, sidewalk or curb signs are prohibited except when placed within 5 ft. of the front door of a building.
10. Signs painted on or attached to utility poles, trees, rocks or other similar objects, except signs lawfully placed on utility poles by a government, public authority or public utility.
11. Signs which obstruct a fire escape, required exit, window or door opening used as a means of ingress or egress, or which interfere with any opening required for ventilation, or which violate any code of the City, including the Life Safety Code and the Fire Prevention Code.
12. Signs occupying a parking space required under the minimum parking requirements of this Ordinance, other than signs designating the space as reserved for handicapped or other use.
13. Signs which do not conform to City-adopted building and electrical codes.
14. Signs which emit audible sound, odor or visible matter.
15. Portable signs.
16. [Reserved].
17. [Reserved].
18. Signs attached to any street signs or traffic control devices, or to any pole supporting same, or any sign attached to any utility pole, other than those signs lawfully placed by a government, public agency, or public utility.
19. Signs projected on a building.
20. Signs in a public right-of-way other than publicly owned or maintained signs.
21. Signs which are in violation of the rules and regulations of any zoning overlay district presently existing or as may later be enacted.
22. Signs located on any substandard lot.
23. Abandoned signs.

24. Any sign that is structurally unsound, or is a hazard to traffic or pedestrians.
25. Dilapidated or neglected signs. A sign (including sign structure) will be dilapidated or neglected if it does not present a neat and orderly appearance, which may be manifested by the following: rust or holes on or in the sign or sign structure, or broken, missing, loose or bent parts, faded or flaking paint, non-operative or partially non-operative illuminating or mechanical devices or missing letters in sign copy.
26. Signs exceeding 156 sq. ft. in copy area if located on a commercial building, signs exceeding 240 sq. ft. in copy area if located on an industrial or office park building and/or signs and sign structures in excess of 10 ft. in height (measured from the ground to the highest point of the structure).
27. Signs in any area designated as an undisturbed buffer pursuant to a federal, state or local law, a condition of zoning, or approved plat.
28. Internally illuminated window signs, including neon or LED signs (except as otherwise permitted herein). Additionally, LED, string or similar lighting outlining the windows, doors or other similar building features shall be prohibited.
29. Cabinet signs in the Downtown Overlay.
30. Face illuminated channel letter signs.

(Ord. No. 720, § 2(Exh. A), 2-22-2016; Ord. No. 736, § 1, 3-20-2017; Ord. No. 805, § 1(Exh. A), 8-10-2020; Ord. No. 841, § 2(Exh. B), 2-21-2022; Ord. No. 864, § 3(Exh. C), 10-16-2023)

2.6.9 Remedies.

In case any sign covered by this Ordinance is or is proposed to be erected, constructed, altered, converted or used in violation of any provision of this Ordinance, the Director may, in addition to other remedies, and after due notice to the appropriate person(s), issue a citation for violation of this Ordinance requiring the presence of the violator in the municipal court or the Alpharetta Code Enforcement Board, or institute injunctive or other appropriate legal or administrative proceedings to prevent such unlawful erection, construction, alteration, conversion or use or to correct or abate such violation.

(Ord. No. 720, § 2(Exh. A), 2-22-2016)

2.6.10 Severability.

In the event that any section, subsection, sentence or work of this Ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining provisions of this Ordinance, which shall remain in full force and effect as if such portion so declared or adjudged unconstitutional were not originally part of this Ordinance, even if the surviving parts of this Ordinance result in greater restrictions after any unconstitutional provisions are stricken. The Mayor and Council declare that they would have enacted the remaining parts of this Ordinance if they had known such portions thereof would be declared or adjudged unconstitutional or invalid. The Mayor and Council declare their intent that should this Ordinance be declared invalid, in whole or in part, signs are to continue to be subject to regulations applicable to "structures" contained in other city ordinances, including other sections of this Code.

(Ord. No. 720, § 2(Exh. A), 2-22-2016)

2.6.11 General provisions.

Except as otherwise provided in this Ordinance, the following general regulations apply to all zoning districts in the City:

A. MAINTENANCE AND APPEARANCE OF SIGNS.

1. All signs shall be maintained in good condition and present a neat and orderly appearance. Any sign showing gross neglect, or which becomes dilapidated, or which is surrounded by an unmaintained ground area, or due to its condition which may pose a threat to the safety of the public may be required to be repaired or removed as set forth below.
2. The Director, upon finding any of the above conditions, will give the owner written notice which may be up to 10 days to correct the deficiencies or to remove the sign or signs. If the owner refuses to correct the deficiencies or remove the sign, the Director may issue a citation under the enforcement provisions of this Ordinance.

B. ILLUMINATION OF SIGNS.

1. The light from any illuminated sign shall not be of an intensity or brightness which will interfere with the peace, comfort, convenience, and general welfare of residents or occupants of adjacent properties.
2. No sign shall have blinking, flashing, or fluctuating lights or other illuminating devices which have a changing light intensity, brightness or color.
3. No color lights shall be used at any location or in any manner so as to be confused with or construed as traffic control devices.
4. Neither direct nor reflected light from primary light sources shall create a hazard to operators of motor vehicles.
5. Lighting for free-standing signs shall be located above the sign and aimed downward in order to minimize the brightness added to the night sky.

C. MEASUREMENT OF SIGN AREA.

1. *Generally.* Except as otherwise provided herein, the area of a sign shall be computed as the area within the smallest rectangle enclosing the limits of a sign face, together with any sign face cabinet, frame, material, texture, or color forming an integral part of the sign face used to differentiate the sign face from the structure upon which it is placed. The computation of the area of a sign face shall not include the structure, supports, or uprights on which the sign face is placed or any portions of a sign structure that are not intended to contain any copy or serve background, but rather are purely structural or architectural in nature, except as provided above.
2. *Double-Faced Signs.* For double-faced signs, when the sign face surfaces are parallel and are back to back, or where the interior angle formed by the faces is sixty (60) degrees or less, the area of the sign shall be taken as the areas on the largest side. For all other multi-faced signs, the area of the sign shall be the total area on all sides that can be viewed from any angle.
3. *Monument Signs.*
 - a. *Area of Sign.* For monument signs, the "sign area" or "area of the sign" shall mean the total area of the visible surface of the sign, including the base, sign structure, and sign face of the sign. The computation of the sign area of a monument sign shall include the entire surface of the base, sign structure and sign face, as measured from top to bottom and side to side. For monument signs that are

double-faced, when the sign face surfaces are parallel and are back to back, or where the interior angle formed by the faces is sixty (60) degrees or less, the area of the sign shall be taken as the areas on the largest side.

- b. *Sign Face.* For monument signs, the area of the sign face shall be measured in the same manner as provided for the measurement of the area of sign for all other signs.
- c. *Copy Area.* For monument signs, the copy area shall be measured in the manner provided in the definition of "copy area."
- d. *Tenant Panels and Changeable Copy Board.* If a portion of a monument sign includes a sign face with tenant panels or changeable copy board, which is separated from another copy area on the sign by portions of a sign structure that are not intended to contain any copy, but rather are purely structural or architectural in nature, the portion of the sign containing tenant panels or changeable copy board shall be measured separately from the other copy area of the sign (i.e., the copy area of the monument sign is the total of (i) the area within the smallest rectangle enclosing the limits of the sign face comprised of tenant panels or changeable copy and (ii) the other (separated) copy area.)

D. STANDARDS FOR MONUMENT SIGNS.

- 1. The base of a monument sign shall be at least as wide as the sign face. Unless otherwise specified in a Master Sign Plan or a condition of zoning approval, the base and structure of a monument sign shall be constructed of brick, stone, or other architectural materials matching the principal building's materials and color. Any poles or columns utilized for structural purposes shall be fabricated or covered so that they may not be detected visually. Foundations shall be designed to carry weight and wind load of the sign, in soil which it is placed.
- 2. Any tenant panels or changeable copy on a monument sign shall have a uniform background color and material.
- 3. All monument signs shall display the property address in numbers at least six (6) inches in height. The numerical address shall not be considered part of the sign face and shall not count against the allowable sign square footage provided such numbers are not more than twelve (12) inches in height.
- 4. Except for subdivision signs, monument signs may not be constructed before the principal building is on a lot.

E. BANNERS. Banners require a permit and are permitted in all zoning districts pursuant to the following standards:

- 1. Banners shall be permitted for either one (1) fourteen (14) day period per calendar year per lot or two (2) seven (7) day periods per calendar year per lot. An individual banner permit may be divided into two (2) non-consecutive seven (7) day periods provided the dates are stated on the permit. However, in the case of lots which contain a shopping center (or strip shopping center) with multiple tenant spaces, each tenant space shall be allowed to erect or place a banner for either one (1) fourteen (14) day period per calendar year or two (2) seven (7) day periods per calendar year. Applicants that require review and approval of signage from the Design Review Board (DRB), other than for a Master Sign Plan, shall be permitted one (1) banner sign for up to a 60 day period after submission of a DRB application.
- a. The Director may grant an extension of the time period set forth above for a commercial business when the business fronts a roadway that is under construction. In order to qualify for such an extension:

1. The subject roadway construction must be related to a project performed by the City, County or the Georgia Department of Transportation; and
2. The subject roadway construction is planned to continue for three (3) months or more following the date of the request for an extension; and
3. The subject roadway construction either:
 - a. Causes the removal of a monument sign; or
 - b. As determined in the discretion of the Director, disrupts the store frontage to the extent the site and/or business appears closed without the use of a banner.

Any extension granted under this subsection shall be limited to the duration of the subject roadway construction. Extensions granted by the Director may be revoked or limited at any time due to changes in the roadway construction or disruption of the store frontage as determined in the discretion of the Director. The Director may require removal or replacement of any banner placed pursuant to an extension at any time if the banner is not maintained in good condition as determined in the discretion of the Director.

2. In addition to the foregoing, banners shall be allowed on private property during an approved temporary use, as defined in Section 2.3.2 of the U.D.C., for the approved period of such temporary use, but not to exceed forty-five (45) days; provided, however, the placement of banners on lots during approved temporary uses shall not be permitted more than two (2) times per calendar year per lot. Any such banners shall be removed upon termination of the temporary use or within forty-five (45) days from the date it is first placed on the lot, whichever is first to occur. Upon removal, no banner shall be placed on the same lot for a period of sixty (60) days.
 3. Banners shall not exceed 24 sq. ft. total area in size.
 4. Banners must either be free-standing or mounted to the wall of a tenant space or the lot's existing monument sign. If free-standing, the height of the banner shall not exceed five (5) [feet] above grade. If mounted to the wall of a tenant space, the width of the banner shall not exceed tenant frontage and shall not extend above the horizontal plane of the roof where the building wall and roof meet. If mounted to the lot's existing monument sign, the banner shall not extend beyond the sign face of the monument sign.
 5. Banners shall be erected with supports or other means so that they do not sag or become dilapidated.
- F. **PLACEMENT OF SIGNS.** Except within the Central Business District, all free-standing signs must be set back at least ten (10) ft. from the public right-of-way. Within the Central Business District, all free standing signs must be set back at least five (5) feet from the public right-of-way.
- G. **CHANGEABLE COPY.** Any monument sign permitted under this Ordinance may contain up to sixty-five percent (65%) changeable copy if the sign is located on a lot zoned and used (as its principal existing use) for an institutional, public or semi-public use and which includes an indoor public assembly place accommodating one hundred (100) or more persons.
- H. **SIGNS PERMITTED IN STRIP SHOPPING CENTERS, SHOPPING CENTERS, AND MIXED-USE DEVELOPMENTS.** To ensure aesthetic compatibility of signage throughout a development, strip shopping centers, shopping centers, and mixed-use developments shall submit a Master Sign Plan to the City's Design Review Board for consideration. At a minimum, Master Sign Plans shall address signage type, sign face color, and illumination color. Plans shall limit sign illumination color to one (1) color and sign face colors to no more than three (3) colors, except

that licensed trademark/logo colors shall be permitted. Master Sign Plans shall apply to any signage that requires a permit.

(Ord. No. 720, § 2(Exh. A), 2-22-2016; Ord. No. 847, § 1(Exh. A), 4-18-2022; Ord. No. 864, § 3(Exh. C), 10-16-2023)

2.6.12 Requirements for non-residential zoning districts.

A. Signs Permitted in Strip Shopping Centers (less than 50,000 sq. ft. enclosed leasable space).

1. ***Primary Free-standing Sign (Monument Sign).*** One (1) primary monument sign no greater than ten (10) ft. in height with no more than forty-two (42) sq. ft. of copy area shall be permitted in a strip shopping center. The monument sign may have up to four (4) tenant panels, which shall be calculated as part of the copy area. This sign shall be set back 20 ft. from the public right-of-way.
2. ***Wall Signs.*** One wall sign per road frontage for each tenant space no greater than one (1) sq. ft. of sign area per one (1) in. ft. of tenant space frontage shall be permitted; provided, however, no more than two (2) wall signs shall be allowed for a tenant space (i.e. Corner tenants within strip shopping centers may have a wall sign on the end of the building in addition to the wall sign on the front of the building for a maximum of two (2) wall signs). Up to 50% of unused tenant sign area for wall and perpendicular signs shall be permitted to be aggregated and distributed to a particular building elevation; provided, however, no more than two (2) wall sign and one (1) perpendicular sign (not greater than 8 square feet) shall be allowed on the same building elevation and additional signs shall not be internally illuminated.
3. ***Rear Entrance Sign.***
 - a. ***Applicability.*** Businesses located within the first two floors of a building that backs onto a parking lot, alley, park or other public space may have an additional wall sign.
 - b. ***Location.*** Rear entrance signs shall be located near the tenant space's rear door facing the parking lot, alley, park or other public space and placed within general proximity of the associated business.
 - c. ***Size.*** The area of rear entrance signs shall not exceed 50% of the front facing sign area allowed for the same tenant.
4. ***Window Signs.*** Window signs, as defined in this Ordinance, are permitted for each tenant space in a shopping center. The aggregate copy area of such signs, however, shall not exceed a maximum of twenty percent (20%) of the total window area of the subject tenant space. One (1) illuminated window sign is permitted for each tenant space provided that such sign does not exceed a maximum of four (4) sq. ft. in area. Illuminated window signs shall be included in the maximum aggregate window sign area calculation. Any illuminated window sign shall be constant in its light emission, shall not be animated, and shall not be so large or of character to obscure vision into the premises from the outside. Window signs shall not require a permit from the Director. However, each tenant shall immediately remove any window sign upon receipt of written notification from the Director stating that such window sign obscures the vision of police or other security or safety personnel into the premises in a manner that endangers public safety.
5. ***Under-Canopy Sign.*** One (1) under-canopy sign is permitted for each tenant space within a strip shopping center, which shall not exceed 8 sq. ft. in area.
6. ***Sign During Construction.*** One (1) temporary free-standing sign per strip shopping center project shall be permitted during the construction of the strip shopping center or the principal building of any outparcel. Such sign shall be allowed upon the commencement of construction for which a land disturbance permit has been issued and terminating upon the issuance of a

certificate of occupancy, installation of a permanent sign, or expiration/termination of the land development permit, whichever is first to occur. The sign shall not exceed ten (10) ft. in height, thirty-two (32) sq. ft. in area, and must be set back ten (10) ft. from the public right-of-way (five (5) ft. in the Central Business District). Further, the location of the sign be confined to the site of construction, and only one (1) such sign may be permitted per project.

7. *Standard Informational Signs.* Standard informational signs, as defined in this Section, shall be permitted for each lot. Standard informational signs do not require a permit from the Director.

B. *Signs Permitted in Shopping Centers (more than 50,000 sq. ft. enclosed leasable space).*

1. *Primary Free-standing Signs (Monument Signs).*

- a. The maximum number of primary monument signs permitted in a shopping center is as follows:

Size of Center (enclosed leasable space)	Total Number of Signs
50,000 sq. ft. to 150,000 sq. ft.	2
Over 150,000 sq. ft. to 200,000 sq. ft.	3
Over 200,000 sq. ft.	4

- b. The monument sign may have up to four (4) tenant panels, which shall be calculated as part of the copy area.
- c. No such sign shall be located within twenty (20) ft. of the public right-of-way of the street which affords the principal means of access to the shopping center. The sight distance of each sign shall conform to City standards, and evidence of conformity shall be provided to the Director.
- d. The maximum height of any such sign shall be ten (10) ft. and the maximum area permitted for any such sign is as follows:

Height	Area of Sign	Copy Area
10 feet or less	420 sq. ft.	78 sq. ft.

- e. Reserved.
- f. The name and street number of the shopping center may be set forth on the monument sign. The calculation of the permitted copy area shall not include the street number.
- g. Reserved.
- h. In addition to the monument signs permitted above, one (1) monument sign not exceeding 10 ft. in height and 32 sq. ft. in copy area is permitted for each out-parcel; provided, however, if the out-parcel is a corner lot, one (1) sign for each street frontage is permitted.

2. *Canopy Signs and Wall Signs.*

- a. One canopy sign or wall sign is permitted for each tenant space in the shopping center.
- b. No wall sign or canopy sign shall be located so that any part of the sign or its support extends above the top of the wall or canopy, and no copy shall be located within five (5) in. of the top of the sign.
- c. The area of a wall sign or canopy sign shall not exceed one (1) sq. ft. for each linear foot of tenant space frontage.

- d. Up to 50% of unused tenant sign area for wall and perpendicular signs shall be permitted to be aggregated and distributed to a particular building elevation; provided, however, no more than two (2) wall signs and one (1) perpendicular sign (not greater than 8 square feet) shall be allowed on the same building elevation and additional signs shall not be internally illuminated.
- 3. *Under-Canopy Signs.*
 - a. One (1) under-canopy sign is permitted for each tenant space within a shopping center.
 - b. Under-canopy signs shall extend perpendicular to the wall of the tenant space, shall not exceed 8 sq. ft. in area, and shall be attached at a uniform height sufficient to assure the safety of pedestrians. Under-canopy signs shall match the wall or canopy signage for the subject tenant space unless otherwise approved by the Director.
- 4. *Rear Entrance Sign.*
 - a. Applicability. Businesses located within the first two floors of a building that backs onto a parking lot, alley, park or other public space may have an additional wall sign.
 - b. Location. Rear entrance signs shall be located near the tenant space's rear door facing the parking lot, alley, park or other public space and placed within general proximity of the associated business.
 - c. Size. The area of rear entrance signs shall not exceed 50% of the front facing sign area allowed for the same tenant.
- 5. *Signs During Construction.*
 - a. One (1) temporary free-standing sign per shopping center project shall be permitted during the construction of the shopping center or the principal building of any outparcel. Such sign shall be allowed upon the commencement of construction for which a land disturbance permit has been issued and terminating upon the issuance of a certificate of occupancy, the installation of a permanent sign, or the expiration/termination of the land development permit, whichever is first to occur.
 - b. The size of the sign shall not exceed thirty-two square feet (32 sq. ft.) in area and the height of such sign shall not exceed ten feet (10 ft.). Further, the location of the sign shall be confined to the site of construction, and only one (1) such sign may be permitted per project.
- 7. *Window Signs.*
 - a. Window signs, as defined in this Ordinance, are permitted for each tenant space in a shopping center. The aggregate copy area of such signs, however, shall not exceed a maximum of twenty percent (20%) of the total window area of the subject tenant space.
 - b. One (1) illuminated window sign is permitted for each tenant space provided that such sign does not exceed four (4) sq. ft. in area. Illuminated window signs shall be included in the maximum aggregate window sign area calculation. Any illuminated window sign shall be constant in its light emission, shall not be animated, and shall not be so large or of a character to obscure vision into the premises from the outside.
 - c. Window signs shall not require a permit from the Director. However, each tenant shall immediately remove any window sign upon receipt of written notification from the Director stating that such window sign obscures the vision of police or other security or safety personnel into the premises in such a manner that endangers public safety.
- 8. *Reserved.*
- 9. *Signs Permitted for ~~Cinema Complexes~~ Theaters.*

- a. In addition to the primary monument signs permitted for the shopping center, one (1) monument sign, which may include changeable copy board, shall be permitted for a lot containing a ~~cinema complex theater~~; provided, however, if the ~~cinema complex theater~~ is located on an outparcel, any ~~cinema theater~~ monument signs erected shall be in lieu of the monument sign that is otherwise permitted for the outparcel pursuant to this subsection. If the ~~cinema complex theater~~ is on a corner lot, one (1) ~~cinema theater~~ monument sign for each street frontage is permitted.
 - b. The changeable copy board shall be constructed in such a fashion to prevent wind, rain or other elements from altering the position of the copy.
 - c. The height of a monument sign for a ~~cinema complex theater~~ shall not exceed ten (10) ft.
 - d. Reserved.
 - e. The copy area of a monument sign for a ~~cinema complex theater~~ shall not exceed one-hundred-and-twenty (120) sq. ft.
 - f. One (1) wall sign, which may include changeable copy board, or canopy sign shall be permitted for a ~~cinema complex theater~~; provided, however, if theaters are contained within separate buildings then one such sign shall be permitted for each building. Signage for each building shall be treated as a separate sign. The aggregate area of wall signs or canopy signs for a ~~cinema complex theater~~ shall not exceed 1 sq. ft. for each linear foot of building frontage.
 - g. No wall sign or canopy sign shall be located so that any part of the sign or its support extends above the top of the wall or canopy, and no copy shall be located within five (5) in. of the top of the sign. The provisions of this subsection pertaining to signage in ~~cinema complexes theaters~~ shall also apply to ~~cinemas theaters~~ not located within a shopping center.
10. *Entry Wall Signs.* A sign of up to three (3) sq. ft. is permitted on the wall above or adjacent to the entry of a tenant space located in a building without a common front entry.
 11. *Standard Informational Signs.* Standard informational signs, as defined in this Section, shall be permitted for each lot. Standard informational signs do not require a permit from the Director.
- C. *Signs Permitted in Industrial and Office Parks.*
1. *Free-Standing Signs.*
 - a. *Primary Free-Standing (Monument) Signs.* A maximum of two (2) primary monument signs are permitted in an industrial or office park. No primary monument sign shall exceed 10 ft. in height. A changeable copy board is not permitted on an industrial or office park sign. No primary monument sign shall be located within 20 ft. of the public right-of-way of the street which affords the principal means of access to the industrial or office park. The permitted area for primary free-standing signs is as follows:

Frontage	Area	Copy Area
Up to 500 feet	75 square feet	60 sq. ft.
501 and more feet	100 square feet	75 sq. ft.

- b. *Secondary Free-Standing (Monument) Signs.* One secondary monument sign shall be permitted for each building in the industrial or office park, not to exceed 32 sq. ft. in area. The height of a secondary monument sign shall not exceed 10 ft.

2. *Wall Signs.* Buildings of two (2) stories or greater may have a wall sign located at the top of the building. The maximum area of such sign shall not exceed 20 sq. ft. per floor or story above road grade, not to exceed 240 sq. ft. Wall signs shall not be internally illuminated. In lieu of a wall sign, up to 50% of the wall sign area allowance may be used for a blade sign.
3. *Door or Wall Sign.* One (1) sign of up to three square feet (3 sq. ft.) is permitted for each tenant space within a building. Such signs shall be located on the door of the suite, or on a wall immediately adjacent to the door of the suite for business establishments located in a building without a common front entry.
4. *Directory Signs.* Directory signs are permitted in industrial or office parks. Each exterior directory sign shall be a monument sign. Height of a directory sign shall not exceed ten feet (10 ft.).
5. *Reserved.*
6. *Rear, Secondary or Delivery Entrance Signs.* Rear, secondary or delivery entrance signs are permitted at appropriate locations within an industrial or office park. All such signs shall be free-standing and shall not exceed eight square feet (8 sq. ft.) in size and ten feet (10 ft.) in height.
7. *Signs During Construction.* One (1) temporary free-standing sign for each subdivided tract within an industrial or office park is permitted during construction. Such sign shall be allowed upon the commencement of construction for which a land disturbance permit has been issued and terminating upon the issuance of a certificate of occupancy, the installation of a permanent sign, or the expiration/termination of the land development permit, whichever is first to occur.

The size of such sign shall not exceed thirty-two square feet (32 sq. ft.) and the maximum height of such sign shall be ten feet (10 ft.). Further, the location of the sign shall be confined to the site of construction.
8. *Standard Informational Signs.* Standard informational signs, as defined in this Section, shall be permitted for each lot. Standard informational signs do not require a permit from the Director.

D. *Signs Permitted for Convenience Centers with Gasoline Pumps.*

1. One monument sign per road frontage not to exceed ten feet (10 ft.) in height and thirty-two square feet (32 sq. ft.) in area. The monument sign may include changeable copy board, not to exceed four (4) square feet in area, which shall be calculated as part of the copy area no digital copy is allowed.
2. Wall signage for convenience store and accessory buildings shall not exceed an aggregate area of eighty square feet (80 sq. ft.).
3. One canopy sign per road frontage not to exceed twenty square feet (20 sq. ft.) per sign.
4. Signs on pumps shall not exceed three square feet (3 sq. ft.) per pump.
5. Window signs, as defined in this Ordinance, are permitted. The aggregate copy area of such signs, however, shall not exceed a maximum of twenty percent (20%) of the total window area of the subject building or tenant space. One (1) illuminated window sign is permitted for each tenant space provided that such sign does not exceed four (4) sq. ft. in area.
6. *Standard Informational Signs.* Standard informational signs, as defined in this Section, shall be permitted for each lot. Standard informational signs do not require a permit from the Director.

E. *Signs Permitted for Free-Standing Commercial Establishments not Located within a Shopping Center, Office Park or Industrial Park.*

1. One (1) monument sign per road frontage no greater than ten feet (10 ft.) in height with no more than thirty-two square feet (32 sq. ft.) of area. Each sign shall be set back not less than ten feet (10 ft.) from the public right-of-way, except in the Central Business District where the setback shall be not less than five feet (5 ft.) from the public right-of-way.
 2. One (1) wall sign per road frontage for each tenant space no greater than one square foot (1 sq. ft.) of area per one linear foot (1 ln. ft.) of tenant frontage; provided, however, no more than 2 wall signs shall be allowed for a tenant space.
 3. One (1) rear door sign not to exceed three square feet (3 sq. ft.) in area.
 4. Window signs not exceeding twenty percent (20%) of the glass area.
 5. One (1) sign no greater than three square feet (3 sq. ft.) located on the front door or on a wall immediately adjacent to the front door.
 6. Buildings of two (2) stories or greater may have a wall sign located at the top of the building and is not greater than 20 sq. ft. per story (of building), in area.
 7. One (1) temporary free-standing sign shall be permitted during the construction of the principal building for the lot. Such sign shall be allowed upon the commencement of construction for which a land disturbance or building permit has been issued and terminating upon the issuance of a certificate of occupancy, the installation of a permanent sign, or the expiration/termination of the land development or building permit, whichever is first to occur. The sign shall not exceed ten feet (10 ft.) in height, thirty-two square feet (32 sq. ft.) in area and must be set back ten feet (10 ft.) from the public right-of-way (five feet (5 ft.) in the Central Business District).
 8. Standard Informational Signs. Standard informational signs, as defined in this Section, shall be permitted for each lot. Standard informational signs do not require a permit from the Director.
- F. *Signs permitted within the Downtown Overlay and MU zoned properties.* In addition to the signs authorized under a designated category, each business in the Downtown Overlay and within MU zoned properties may utilize the following additional signage:
1. Each located on the ground floor of a building shall be permitted one (1) perpendicular sign which shall not exceed eight (8) square feet in size and shall be placed at least eight (8) feet, but no more than twelve (12) feet above sidewalk. In order to foster originality, the shape of the sign may not incorporate more than one set of parallel edges and words may only comprise up to 50% of the sign face area. The remaining sign face area must incorporate some form of graphic design. In addition, signs must be mounted on decorative black brackets.
 2. Businesses located within the first two floors of a building that backs onto a parking lot, alley, park or other public space may have an additional wall sign up to twenty-four (24) square feet in size. This additional wall sign shall be located on the back of the building facing the parking lot, alley, park or other public space and placed within general proximity of the associated business.
- G. *Signs permitted within the Downtown Overlay.*
1. Building Ground Signs (monument signs) within the Downtown Overlay shall not be internally illuminated. Where illumination is needed, lighting fixtures may be placed at the top of the sign and aimed downward or may be placed on the ground and aimed in such a way as to illuminate the sign without creating spillover into the night sky. Monument signs shall have a multidimensional surface and have materials that relate to the exterior of the building. Maximum height shall not exceed 6 feet.
 2. If external illumination is used, lighting fixture shall be minimized or obscured from public view unless it is part of the overall architectural design of the building.

3. If reverse or halo illuminated letters/logo are used, a minimum of one inch (1") and maximum of three-inch (3") return depth shall be required. No more than a two-inch (2") standoff from the wall shall be allowed. The illumination color shall relate to the interior lighting of the building on which the sign is attached. Halo lighting shall be in the color range of 2k—5k, except that other colors shall require evidence related to the architecture of the building.
4. Routed or layered material signs shall have a minimum thickness of three inches (3").
5. Signs representing symbols related to a business shall use materials limited to wood, high density urethane, sign foam and metal.
6. Perpendicular or hanging signs shall use wood, high density urethane, sign foam, metal, or other unique materials as determined by the Design Review Board and high design details.
7. Window signage shall have graphics with one (1) font and one (1) color. Colors shall be limited to white, gold and frosted. Logos shall be no more than one-quarter (¼) of the window graphic and shall be permitted to be full color. Window graphics shall be limited to one area of the window. Street numbers in the transom above a door shall not count against the maximum allowable window signage area.

(Ord. No. 720, § 2(Exh. A), 2-22-2016; Ord. No. 736, § 2, 3-20-2017; Ord. No. 805, § 1(Exh. A), 8-10-2020; Ord. No. 841, § 3(Exh. C), 2-21-2022)

2.6.13 Requirements for residential zoning districts.

- A. *Standard Informational Signs.* Each lot located in a residential district may display standard informational signs, as defined in this Ordinance. No single sign shall exceed four feet (4 ft.) in height. No sign shall be illuminated. All signs must be set back at least ten feet (10 ft.) from the right-of-way.
- B. *Subdivision Signs.* A maximum of two (2) subdivision signs per platted residential subdivision entrance are permitted, which may be erected while the subdivision is under construction and being actively marketed 'For-Sale'. These signs shall be single faced, not exceed ten feet (10 ft.) in height or thirty-two square feet (32 sq. ft.) in area and be set back at least ten feet (10 ft.) from the right-of-way. Subdivision signs shall not be included in the calculation of aggregate sign area for any lot. A subdivision sign shall not be internally illuminated.
- C. *'For-Rent' Dwelling Developments.* One (1) monument sign shall be permitted for a planned 'for-rent' dwelling development. Such sign shall not exceed ten feet (10 ft.) in height or thirty-two square feet (32 sq. ft.) in area and be set back at least ten feet (10 ft.) from the right-of-way. The sign shall not be internally illuminated.
- D. *CUP Districts.* Within CUP zoning districts, 'For-Rent' dwelling developments shall also be permitted one permanent, free-standing, directional sign. Such sign shall be a monument sign and shall match the appearance of the primary sign on the site, be setback at least ten feet (10 ft.) from the public right-of-way and shall be no greater than thirty-two square feet (32 sq. ft.) in area.

(Ord. No. 720, § 2(Exh. A), 2-22-2016)



CITY COUNCIL STAFF REPORT

Department: Community Development

Submitted By: Kathi Cook

Prepared By: Michael Woodman

Meeting Date: November 18, 2024

AGENDA ITEM: PH-24-17 UNIFIED DEVELOPMENT CODE TEXT AMENDMENTS – SHORT-TERM RENTALS

Consideration of text amendments to the Unified Development Code (UDC) related to Short-term Rentals. Amend UDC Articles I, II, and IV to add a definition, zoning district assignments, and regulations.

This item was considered at the November 7, 2024 Planning Commission meeting. There were several public comments with concerns over a commercial business operating in a neighborhood, quality of life impacts to surrounding neighbors (noise, traffic, parking), difficult and costly to change HOA covenants to address short-term rentals, enforcement will be difficult, use should not be allowed, how grandfathering will work, and some people depend on short-term rental income. After discussion, the Planning Commission recommended approval. Vote 4-3

ITEM DESCRIPTION:

In response to questions and concerns from the community regarding short-term rentals, City Council directed Staff to research the topic and bring forward a recommendation on how best to manage the use. The City hosted a meeting with stakeholders to seek feedback on a potential short-term rental ordinance. Short-term rental owners and operators voiced concerns with limiting the number of short-term rentals and City residents voiced concerns that the use would change the character of neighborhoods. In trying to find a compromise, Staff proposes to allow short-term rentals in all residential zoning districts, but with a five percent (5%) rental cap in platted subdivisions. In addition, annual licensing would be required for short-term rentals, which includes operational requirements. The short-term rental license application will require written confirmation of compliance from the governing HOA or POA. The City's definitions of 'Dwelling', 'For-Sale' and 'Family', prohibit the renting of portions of homes, such as renting a single room, and that use/activity does not fall under the proposed definition of 'Short-term Rental'.

There are currently 339 platted subdivisions in the City and approximately 295 parcels not located within a platted subdivision. Based on information gathered from Granicus, which is a service that tracks short-term rentals, there are approximately 89 short-term rentals currently operating in the City.

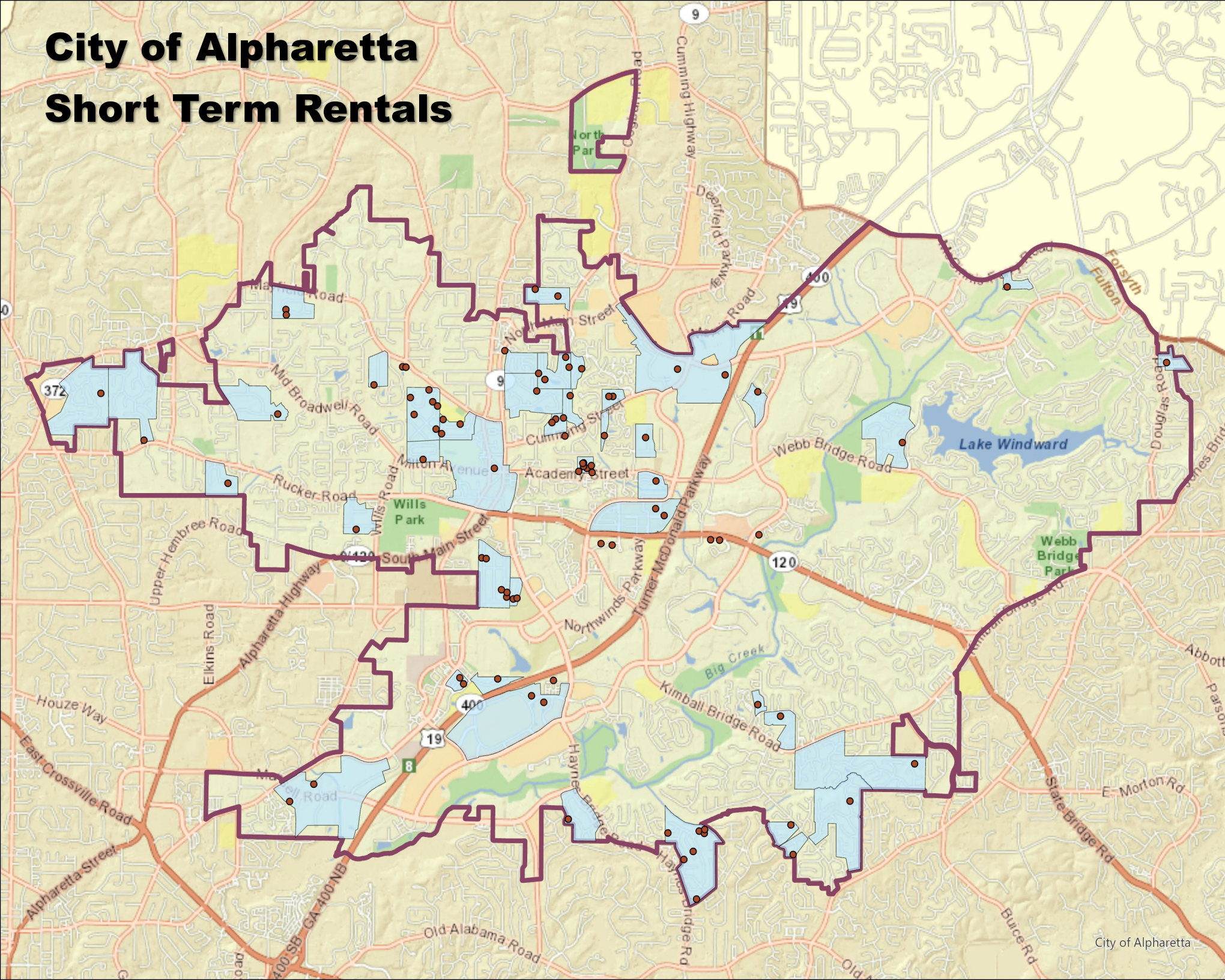
Staff proposes text amendments to UDC Subsection 1.4.2 Defined Terms, to add a definition for 'Short-term Rental', UDC Article II Table 2.2 List of Permissible and Conditional Uses to add 'Short-term Rental' as a permitted use in all residential zoning districts, and UDC Subsection 2.7.1 to add miscellaneous regulations pertaining to 'Short-term Rentals' including an allowance for one (1) short-term rental per subdivision, or five percent (5%) of the total number of residential lots, whichever is greater, as a rental cap in platted subdivisions. In addition, short-term rentals would be prohibited from being located immediately adjacent to another short-term rental along the same street. Text amendments are also proposed to UDC Subsection 4.5.5 Exceptions to allow for an exception to the short-term rental cap to be considered by City Council.

ATTACHMENTS:

- Short-term Rental Map
- Ordinance
- Public Comments

City of Alpharetta

Short Term Rentals



Subdivision	# STRs	Total Lots	% STR
Village Green	7	52	13.5%
Jackson Lake	4	58	6.9%
Coldridge Forest	8	118	6.8%
Milton Estates	6	94	6.4%
Dania Hills	1	17	5.9%
Meadow Brook Hills	3	57	5.3%
Henderson Village	1	22	4.5%
Crabapple Trace	2	50	4.0%
Hillcrest	1	28	3.6%
Vantage Point	2	56	3.6%
Alpha Park	5	141	3.5%
Sterling Heights	1	31	3.2%
Wood Brooke East	1	34	2.9%
Crabapple Chase	1	35	2.9%
Eastwood	1	37	2.7%
Milton Manor	1	41	2.4%
Woodbrooke	1	41	2.4%
Westwood Park	2	88	2.3%
Gatewood	2	92	2.2%
Selbridge Mill	1	47	2.1%
Arrowood	1	48	2.1%
Calumet	1	48	2.1%
Charlotte Estates	1	48	2.1%
Dunmoor	1	52	1.9%
Berkshire Manor	6	329	1.8%
Planters Ridge	2	124	1.6%
Winthrope Park	1	72	1.4%
Summerfield	1	77	1.3%
Kimball Point	1	81	1.2%
The Artisan	1	94	1.1%
Preserve at North Pointe	1	112	0.9%
Bluffs	1	136	0.7%
Mannings Ridge	1	151	0.7%
Caravelle at Woodward Park	1	187	0.5%
Woodlands at Webb Bridge	1	209	0.5%
Northfarm	1	251	0.4%
Tuxford	1	375	0.3%

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Northfarm	1	251	0.4%
Tuxford	1	375	0.3%

ORDINANCE NUMBER:



AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AMEND THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ALPHARETTA TO ESTABLISH SHORT TERM RENTAL AS A PERMITTED USE FOR CERTAIN PROPERTIES; TO PROVIDE FOR RELEVANT DEFINITIONS; TO ESTABLISH REGULATIONS FOR USE OF PROPERTY FOR SHORT TERM RENTAL; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to its Charter and other laws of the State of Georgia, the City of Alpharetta, Georgia ("City") has the power to adopt clearly reasonable ordinances, resolutions and regulations for the protection and preservation of the public health, safety and welfare of its citizens; and

WHEREAS, in the interests of the health, safety, and general welfare of the citizens of the City, the Alpharetta City Council ("Council") desires to amend its Unified Development Code; and

WHEREAS, the Council desires to allow for short term rentals to be a permitted use in certain residential zoning districts within the City; and

WHEREAS, the Council desires to establish limits on the number and location of short-term rentals to preserve the residential character of platted residential subdivisions; and

WHEREAS, appropriate notice and hearing on the amendments contained herein have been carried out according to general and local law.

NOW, THEREFORE, the City Council of the City of Alpharetta, Georgia hereby ordains as follows:

1. Section 1.4 of Article I of the Unified Development Code of the City of Alpharetta, Georgia shall be amended by adding the following definition:

Short-term Rental: An accommodation for transient guests, rented for the purpose of overnight lodging for a period of less than thirty (30) days. For the purposes of this definition, a Short-term Rental shall include all housing types but shall exclude Bed and Breakfast establishments and Boarding

Houses as they are defined by this Code. Short-term Rentals shall not constitute a Home Occupation as defined by this Code.

2. Table 2.2 of Article II of the Unified Development Code of the City of Alpharetta, Georgia shall be amended by adding "Short-term Rental" use as a permitted use ("X") in the AG, RE, R, R-22, R-15, R-12, R-10, R-4A, R-4D, R-8A/D, and R-10M zoning districts.

3. Section 2.7 of Article II of the Unified Development Code of the City of Alpharetta, Georgia shall be amended by adding a new Section 2.7.1 to read as follows:

2.7.1 Short-term Rentals.

A. Short-term Rentals shall be allowed as a permitted use within the AG, RE, R, R-22, R-15, R-12, R-10, R-4A, R-4D, R-8A/D, and R-10M zoning districts subject to the following:

1. Short-term rental shall be limited to no more than one (1) residential lot or five percent (5%) of the residential lots within each platted subdivision, whichever is greater. Where a subdivision includes two (2) or more phases, the limit of the number of short-term rentals shall be applied to each phase within the subdivision.
2. Within platted subdivisions, no short-term rental may be located immediately adjacent to another short-term rental that is located along the same street or road.
3. Notwithstanding the provisions of subsection (A)(1) above, short-term rental shall be limited to no more than twenty-five (25) residential lots governed by a common homeowners/property owners association.

B. Notwithstanding the provisions of subsection (A) above, the allowance of short-term rentals in this Code shall not prevent private enforcement of private restrictions that may be contained in restrictive covenants or other private contractual agreements or arrangements.

4. Section 4.5.5(A) of Article IV of the Unified Development Code of the City of Alpharetta, Georgia shall be amended by repealing subsection (A) of Section 4.5.5 in its entirety and replacing with the following:

4.5.5 Exceptions.

A. General.

1. An exception requested as part of a rezoning or conditional use application shall be heard by the Planning Commission and decided by the City Council as part of the public hearing process related to the

rezoning or conditional use application. All other exceptions (which do not exceed 50% of the stipulated requirement) shall be heard and acted upon by the Board of Appeals, unless approved administratively by the Director or otherwise explicitly provided herein. Exceptions as provided under subsection (2)(l) below, or which exceed 50% of the stipulated requirement, shall be heard and acted upon by the City Council.

2. Exceptions shall be limited to relief from the following requirements of this Ordinance:

- a. Minimum building setbacks;
- b. Minimum building height;
- c. Buffers and screening;
- d. Signage in accordance with a coordinated signage plan;
- e. Minimum street frontage;
- f. Parking and loading requirements;
- g. Tree preservation;
- h. Signage height and copy area;
- i. Regulations pertaining to uses customarily accessory to dwellings located in residential zoning districts (See Section 2.3.3(C));
- j. Minimum building size
- k. Maximum impervious area; and
- l. Maximum number of short-term rentals in a platted subdivision or phase of a platted subdivision (See Section 2.7.1(A)(1)).

5. All remaining portions of the Unified Development Code of the City of Alpharetta, Georgia shall continue in full force and effect, and shall remain unaffected by this amendment.

6. **Severability.** It is the express intent of the Alpharetta City Council that this Ordinance be consistent with both federal and State law. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

7. **Conflicting Ordinances Repealed.** Any and all Ordinances or parts of Ordinances in conflict herewith shall be, and the same are, hereby repealed to the extent of such conflict.

8. **Effective Date.** This Ordinance shall become effective immediately upon adoption.

SO ORDAINED, the _____ day of _____, 2024.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PRECEDING PAGE]

COUNCIL MEMBERS

Mayor Pro Tem Dan Merkel

Council Member Donald F. Mitchell

Council Member Brian Will

Council Member Douglas J. DeRito

Council Member John Hipes

Council Member Fergal M. Brady

(SEAL)

Attest:

Approved as to form and legal
sufficiency:

Lauren Shapiro, City Clerk

Molly Esswein, City Attorney

From: [Woodman, Michael](#)
To: [Taylor, Elia](#)
Subject: FW: Short-Term Rentals- Draft City Ordinance- Comments - From Henderson Village POA
Date: Tuesday, November 12, 2024 8:35:04 AM
Attachments: [image005.png](#)

Public comment for the file.

From: [REDACTED]
Sent: Tuesday, November 12, 2024 8:17 AM
To: [REDACTED] Cook, Kathi <Kcook@alpharetta.ga.us>; Woodman, Michael <mwoodman@alpharetta.ga.us>
Cc: Shapiro, Lauren <LShapiro@alpharetta.ga.us>; [REDACTED]
[REDACTED]
Subject: RE: Short-Term Rentals- Draft City Ordinance- Comments - From Henderson Village POA

This message needs your attention



- This is a personal email address.
- mwoodman@alpharetta.ga.us never replied to this email address.

[Mark as Safe](#)

[Report this Email](#)

Powered by Mimecast

Kathi and Michael,

We agree wholeheartedly with Robin's excellent recommendations--see below.

Please let us know if City will incorporate these into the STR license application.

Thank you!

Essie



Somerset at Henderson Village
HOMEOWNER ASSOCIATION, INC.

PO Box 176
Alpharetta GA 30009-0176

Esther R Escobedo (Essie)

Treasurer/FAC Bookkeeper
FACCOM Coordinator
770-442-9246
404-683-1634 (Mobile)
EssiEscoLLC@gmail.com

From: [REDACTED]
Sent: Thursday, November 7, 2024 4:28 PM
To: 'Cook, Kathi' <Kcook@alpharetta.ga.us>; 'Woodman, Michael' <mwoodman@alpharetta.ga.us>
Cc: 'Shapiro, Lauren' <LShapiro@alpharetta.ga.us>; [REDACTED]
[REDACTED]
[REDACTED]
Subject: RE: Short-Term Rentals- Draft City Ordinance- Comments - From Henderson Village POA

Hi Kathi & Michael, We appreciate your efforts on behalf of the draft STL ordinance. I would like to propose 2 changes which would make it easier for applicants for a license to see the requirement regarding HOA/POA allowances or restrictions. This requirements is buried under Section 10- 434 Point #7 and sub point l.

It is too important a matter for HOA/POA's in the city to be buried so deeply. Suggest to move it to #7 c or higher up. My concern is that applicants can easily miss this requirement and the city (not knowing the covenants of each neighborhood) will agree to a license. The requirement needs more focused attention.

I will also make a request for inclusion of a reference to this requirement here in the opening section in order to show that the city takes individual HOA/POA governing documents seriously.

Sec. 10-431. – Applicability.

- a. It shall be unlawful for any owner of any property within the City to rent, operate, or advertise a short-term rental of property in a residential zoning district, or property with a residential use thereon, contrary to the procedures and regulations established in this Article, other provisions of this Code, or any applicable state law **or in violation of any HOA/POA governing documents which may exist restricting or prohibiting STR**. A license shall be required to lawfully rent, operate, or advertise any property for short-term rental. Properties receiving a license under this Article shall comply with all applicable requirements of this Article.

On another note....

Please note when we amended our governing docs to include STR language, our lawyer

indicated the State had passed legislation protecting owners who were already leasing their properties as grandfathered. As such, how will the city get current STR properties to apply for a license. You indicate the owner must alert the city if their HOA/POA imposes restrictions but I do believe those properties will be grandfathered as long as they were in business before either the 2019(ish) state laws were enacted...OR before the change to the governing docs of an assoc. Not sure which...a question for the lawyers.

Thanks again for your efforts.

Robin Peterson

President, Henderson Village Property Owners Assoc (HVPOA)



From: Cook, Kathi <Kcook@alpharetta.ga.us>

Sent: Tuesday, November 5, 2024 4:57 PM



[REDACTED]; Woodman, Michael <mwoodman@alpharetta.ga.us>; Shapiro, Lauren <LShapiro@alpharetta.ga.us>; [REDACTED]



Subject: Re: Short-Term Rentals- Draft City Ordinance- Comments - FROM KATHI COOK

Yes a yearly license will be required, there will be several regulations, I attached the draft. Let me know if there are additional questions.



Kathi Cook
Director
Community Development, City of Alpharetta
2 Park Plaza, Alpharetta, GA 30009
Ph. 678-297-6073
Cell: 678-206-6051

From: [REDACTED]
Sent: Tuesday, November 5, 2024 12:54 PM
To: Cook, Kathi <Kcook@alpharetta.ga.us>; [REDACTED]
Cc: [REDACTED] Woodman, Michael
<mwoodman@alpharetta.ga.us>; Shapiro, Lauren <LShapiro@alpharetta.ga.us>; 'julius'
[REDACTED]
[REDACTED]
[REDACTED]
Subject: RE: Short-Term Rentals- Draft City Ordinance- Comments - FROM KATHI COOK

Kathi,

Will short-term rental businesses be required to obtain a business license from the City of Alpharetta?

Essie


Somerset at Henderson Village
HOMEOWNER ASSOCIATION, INC.
PO Box 176
Alpharetta GA 30009-0176

Esther R Escobedo (Essie)
Treasurer/FAC Bookkeeper
FACCOM Coordinator
[REDACTED]
[REDACTED]

From: Cook, Kathi <Kcook@alpharetta.ga.us>
Sent: Tuesday, November 5, 2024 12:35 PM
To: [REDACTED]
Cc: [REDACTED] Woodman, Michael <mwoodman@alpharetta.ga.us>; Shapiro, Lauren <LShapiro@alpharetta.ga.us>; [REDACTED] [REDACTED]
[REDACTED]
[REDACTED]
Subject: Re: Short-Term Rentals- Draft City Ordinance- Comments - FROM KATHI COOK

Charlene

Yes HOA/POA will take precedence and it will be stated as such. Thanks

Sent from my iPhone

On Nov 5, 2024, at 12:07 PM, [REDACTED] wrote:

Hi, Kathi,

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So my question is: Would our governing documents take precedence over the city ordinance and can that be clearly stated in the ordinance text?

Thank you for your consideration to our concerns.

Charlene Carswell

On Thursday, October 31, 2024 at 07:54:22 AM EDT, [REDACTED] wrote:

Kathi,

Somerset at Henderson Village HOA is in complete agreement with Robin's comments. We too have a restrictive covenant against short-term rentals and leasing of any kind.

We advocate that short-term rental businesses:

- submit an application that will provide documentation that they have all of the requirements that any business must have to operate.
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permit. A building permit will not be granted unless and until the HOA first approves the plan.)

We would also like to know what the penalty is for illegally operating a short-term rental. Is there a fine? Would there be a "cease and desist" order?

Thank you,

Essie

[REDACTED]
[REDACTED]
[REDACTED]

Esther R Escobedo (Essie)
Treasurer/FAC Bookkeeper

[REDACTED]
[REDACTED]
[REDACTED]

From: "Cook, Kathi" <Kcook@alpharetta.ga.us>
Date: October 23, 2024 at 7:10:26 PM EDT
To: rapeterson44@gmail.com
Cc: "Woodman, Michael" <mwoodman@alpharetta.ga.us>, "Shapiro, Lauren" <LShapiro@alpharetta.ga.us>, [REDACTED]
[REDACTED]

Subject: Re: Short-Term Rentals- Draft City Ordinance- Comments

Robin
Thank you for your comments, the ordinance does require an applicant provide proof that their HOA allows STR's. I'll get the draft sent to you and highlight the section. Our attorney should have all revisions complete by next Friday.

Best-

Kathi

Sent from my iPhone

On Oct 23, 2024, at 5:45 PM, [REDACTED] wrote:

Hello, I have read the proposed Ordinance regarding short term rentals (STR) and I do have 2 questions/concerns.

#1

I do not see where the ordinance defers to individual sub division Covenants regarding STR.

In 2022, Henderson Village spent considerable time, effort and money drafting and approving leasing provisions which also address STR.

In short, we do NOT allow them, though 1 exists in our community (in place prior to the amendment on leasing restrictions).

I assume that our governing docs take precedence over the city ordinance...is this a correct assumption? If so, lets make sure that people referring to the new ordinance understand that.

If that is not the case, that in fact the city over-rides what each sub division has in its governing docs then we have a bigger problem.

I would like to see the Ordinance include a reference to individual HOA or POA governing documents and indicate that those supersede the Ordinance.

#2

Also, STR- limit to 30 days? I contend the limit should be expanded to 60-90 days. If someone is there 31 days...that not short term but its certainly not a long term rental.

Please pass these comments forward to the correct persons.

Many Thanks,

Robin Peterson

President, Henderson Village Property Owners Assoc (HVPOA)

[REDACTED]

<image002.jpg>

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

From: [Woodman, Michael](#)
To: [Taylor, Elicia](#)
Subject: FW: Support for Responsible Short-Term Rentals
Date: Thursday, November 7, 2024 11:27:07 AM

From: Meredith & Josh [REDACTED]
Sent: Thursday, November 7, 2024 9:07 AM
To: City Council and Mayor <CityCouncilandMayor@alpharetta.ga.us>; Woodman, Michael <mwoodman@alpharetta.ga.us>
Subject: Support for Responsible Short-Term Rentals

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- This is their first mail to some recipients.

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Dear Alpharetta Mayor and City Council,

As lifelong Alpharetta residents and small business owners, my wife and I respectfully express our support for keeping short-term rentals viable in our community. We depend on the income from our two properties to help support our family and contribute to the local economy. Like many in our position, we responsibly pay taxes on this income and work diligently to maintain our properties to earn five-star reviews and ensure a safe, welcoming environment for our guests.

Beyond business, we have personal ties to these properties. We chose to invest in two homes on the same street with the dream of someday living close to our children, building a future in the community we love.

Current ordinances already address concerns about disturbances, and we—like other responsible hosts—have a vested interest in keeping our neighborhood safe and clean. Many of the concerns we hear stem from isolated incidents that could occur in any home, rental or not.

We kindly ask that you consider the positive impact of short-term rentals. With fair regulation, they provide essential income for local families, bring responsible visitors, and boost our economy.

Thank you for your attention and commitment to balanced policy.

Sincerely,
Meredith and Josh Avren

[REDACTED]

From: [Woodman, Michael](#)
To: [Taylor, Elicia](#)
Subject: FW: Short-Term Rentals- Draft City Ordinance- Comments - FROM KATHI COOK
Date: Tuesday, November 5, 2024 12:20:21 PM
Attachments: [image003.png](#)

Public comment for the file

From: Charlene Carswell [REDACTED]
Sent: Tuesday, November 5, 2024 12:07 PM
To: Cook, Kathi <Kcook@alpharetta.ga.us>
Cc: [REDACTED] Woodman, Michael <mwoodman@alpharetta.ga.us>; Shapiro, Lauren <LShapiro@alpharetta.ga.us>; 'julius' [REDACTED]
Subject: Re: Short-Term Rentals- Draft City Ordinance- Comments - FROM KATHI COOK

This message could be suspicious

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- This is their first mail to some recipients.

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Hi, Kathi,

As a member of the Board of Directors of Henderson Place Condominiums in Henderson Village, I would also like to state that I add my complete agreement with both Robin's and Essie's comments, questions, and concerns..

Our governing documents for the condos have both a rental cap (25% of units) and a requirement that all rental contracts must be a minimum of one year. Even with these documented requirements, we have had to deal with lots of non-compliant situations over the years, even including owners renting out their units as an AirBnB.

So my question is: Would our governing documents take precedence over the city ordinance and can that be clearly stated in the ordinance text?

Thank you for your consideration to our concerns.

Charlene Carswell

On Thursday, October 31, 2024 at 07:54:22 AM EDT, [REDACTED] wrote:

Kathi,

Somerset at Henderson Village HOA is in complete agreement with Robin's comments. We too have a restrictive covenant against short-term rentals and leasing of any kind.

We advocate that short-term rental businesses:

- submit an application that will provide documentation that they have all of the requirements that any business must have to operate.
- Obtain a business license.
- Include approval from an HOA if the property is governed by one. (This is no different than a request for a building permit. A building permit will not be granted unless and until the HOA first approves the plan.)

We would also like to know what the penalty is for illegally operating a short-term rental. Is there a fine? Would there be a "cease and desist" order?

Thank you,

From: [Woodman, Michael](#)
To: [Taylor, Elicia](#)
Subject: FW: Short-Term Rentals- Draft City Ordinance- Comments - FROM KATHI COOK
Date: Wednesday, November 6, 2024 8:27:24 AM
Attachments: [image002.png](#)

Public comment for the file.

From: Cook, Kathi <Kcook@alpharetta.ga.us>
Sent: Tuesday, November 5, 2024 7:19 PM
To: [REDACTED]
Cc: Charlene Carswell [REDACTED]; [REDACTED]; Woodman, Michael <mwoodman@alpharetta.ga.us>; Shapiro, Lauren <LShapiro@alpharetta.ga.us>; julius [REDACTED]; [REDACTED]; Clarendon, Greer [REDACTED]
[REDACTED] The Arbors HOA [REDACTED] Anne Pappas
[REDACTED]
Subject: Re: Short-Term Rentals- Draft City Ordinance- Comments - FROM KATHI COOK

Essie

Short term rentals are not permitted a license to operate in the City if their HOA doesn't permit a short term rental.

Sent from my iPhone

On Nov 5, 2024, at 5:27 PM, essiescollc@gmail.com wrote:

Kathi,

I do not read that we, as an HOA, have any protection/backing. The license should require a document from the HOA that short-term rentals are allowed.

I read that we, who have restrictive covenants, would have to, on our own, sue short-term rental businesses that are granted a license by the City.
Please tell me that I am wrong.

Essie

<image001.jpg>

PO Box 176
Alpharetta GA 30009-0176

Esther R Escobedo (Essie)
Treasurer/FAC Bookkeeper
FACCOM Coordinator
[REDACTED]
[REDACTED]

From: Cook, Kathi <Kcook@alpharetta.ga.us>
Sent: Tuesday, November 5, 2024 4:57 PM
To: [REDACTED] 'Charlene Carswell' [REDACTED] >
Cc: rapeterson44@gmail.com; Woodman, Michael <mwoodman@alpharetta.ga.us>; Shapiro, Lauren <LShapiro@alpharetta.ga.us>; 'julius' [REDACTED] <[\[REDACTED\]@alpharetta.ga.us](mailto:[REDACTED]@alpharetta.ga.us)>; 'Clarendon, Greer' [REDACTED] >; 'The Arbors HOA' [REDACTED] 'Anne Pappas' <pappas.anne@gmail.com>
Subject: Re: Short-Term Rentals- Draft City Ordinance- Comments - FROM KATHI COOK

Yes a yearly license will be required, there will be several regulations, I attached the draft. Let me know if there are additional questions.

<image002.png>

From: essiescollic@gmail.com [REDACTED]
Sent: Tuesday, November 5, 2024 12:54 PM
To: Cook, Kathi <Kcook@alpharetta.ga.us>; 'Charlene Carswell' [REDACTED]
Cc: [REDACTED] >; Woodman, Michael <mwoodman@alpharetta.ga.us>; Shapiro, Lauren <LShapiro@alpharetta.ga.us>; 'julius' [REDACTED] <[\[REDACTED\]@alpharetta.ga.us](mailto:[REDACTED]@alpharetta.ga.us)>; 'Clarendon, Greer' [REDACTED] >; 'The Arbors HOA' [REDACTED] <[\[REDACTED\]@alpharetta.ga.us](mailto:[REDACTED]@alpharetta.ga.us)>; 'Anne Pappas' [REDACTED]
Subject: RE: Short-Term Rentals- Draft City Ordinance- Comments - FROM KATHI COOK

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business license from the City of Alpharetta?

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<image001.jpg>

PO Box 176
Alpharetta GA 30009-0176

Esther R Escobedo (Essie)
Treasurer/FAC Bookkeeper
FACCOM Coordinator
770-442-9246
EssiEscoLLC@gmail.com

From: Cook, Kathi <Kcook@alpharetta.ga.us>
Sent: Tuesday, November 5, 2024 12:35 PM
To: Charlene Carswell [REDACTED]
Cc: [ra\[REDACTED\]](mailto:ra[REDACTED]); Woodman, Michael <mwoodman@alpharetta.ga.us>;
Shapiro, Lauren <LShapiro@alpharetta.ga.us>; julius [REDACTED];
[REDACTED] Clarendon, Greer <[REDACTED]>; The
Arbors HOA [REDACTED]; Anne Pappas [REDACTED];
[REDACTED]
Subject: Re: Short-Term Rentals- Draft City Ordinance- Comments - FROM KATHI COOK

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Thank you,

Essie

<image001.jpg>

PO Box 176

Alpharetta GA 30009-0176

Esther R Escobedo (Essie)
Treasurer/FAC Bookkeeper
FACCOM Coordinator

From: "Cook, Kathi" <Kcook@alpharetta.ga.us>
Date: October 23, 2024 at 7:10:26 PM EDT
To: [REDACTED]
Cc: "Woodman, Michael" <mwoodman@alpharetta.ga.us>, "Shapiro, Lauren" <LShapiro@alpharetta.ga.us>, julius [REDACTED], "Clarendon, Greer" [REDACTED], [REDACTED] m, The Arbors HOA [REDACTED], Charlene Carswell [REDACTED]
Subject: Re: Short-Term Rentals- Draft City Ordinance- Comments

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Best-

Kathi

Sent from my iPhone

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Please pass these comments forward to the correct persons.

Many Thanks,
Robin Peterson
President, Henderson Village Property Owners Assoc (HVPOA)

[REDACTED]

[REDACTED]

From: [REDACTED]
Sent: Wednesday, October 23, 2024 5:07 PM
To: [REDACTED]
Subject: Short-Term Rentals

Robin, need your input on this.
Essie

From: Shapiro, Lauren <LShapiro@alpharetta.ga.us>
Sent: Wednesday, October 23, 2024 1:55 PM
To: Essie Escobedo [REDACTED]
Cc: Woodman, Michael <mwoodman@alpharetta.ga.us>;
Cook, Kathi <Kcook@alpharetta.ga.us>

Subject: RE: Need your help once again

Hey Essie!

I am happy to address your concerns.

The agenda and agenda packet for the November 7th Planning Commission meeting will be published to the city's website. Typically, city staff publishes meeting agenda packets (which would have the draft of the text amendments and short-term rental ordinance) during the week prior to the scheduled public meeting.

Additionally, after further review on the website, there are some preliminary materials related to short-term rentals available at the website [here](#). I have copied our Director of Community Development, Kathi Cook, and her team on this email in case she might have additional details as well.

Lastly, State law requires that certain legal advertising is completed well in advance of a public meeting, and often, the legal advertisement in the newspaper is published before the agenda and meeting materials are published on the city's website. There is no state law requirement that we post our agenda or meeting materials on the city's website, but we do so not only to increase transparency to our residents, but to also encourage their participation and awareness of topics to be discussed during public meetings.

Please let me know if I can help with anything else.
Thank you!

Lauren

Lauren Shapiro
City Clerk

<image003.png>

P: 678.297.6003
E: lshapiro@alpharetta.ga.us

Office of City Clerk
2 Park Plaza
Alpharetta, GA 30009

From: Essie Escobedo [REDACTED]
Sent: Tuesday, October 22, 2024 5:20 PM

To: Shapiro, Lauren <LShapiro@alpharetta.ga.us>

Subject: Re: Need your help once again

Lauren, if the public meeting is announced in the newspaper, shouldn't it also be published on the alpha website? In getting the impression that there is an effort to keep us in dark and not have concerned citizens show up...

Also, we should be able to read the proposed changes to the ordinances prior to the meeting.

Essie

Essie Escobedo



On Tue, Oct 22, 2024, 5:08 PM Shapiro, Lauren
<LShapiro@alpharetta.ga.us> wrote:

Hey Essie!

Great questions – This will be discussed during the November 7 Planning Commission meeting.

Once the agenda has been published, it will be posted to this website:

<https://alpharettaga.portal.civicclerk.com/event/3204/files>

It likely will not be posted until Friday, November 1st. Please let me know if I can help with anything else!

Lauren

Lauren Shapiro
City Clerk

P: 678.297.6003

E: lshapiro@alpharetta.ga.us

Office of City Clerk
[2 Park Plaza](#)
[Alpharetta, GA 30009](#)

From: [REDACTED]

Sent: Sunday, October 20, 2024 9:42 AM

To: Shapiro, Lauren <LShapiro@alpharetta.ga.us>

Subject: Need your help once again

Hi Lauren,

I have been checking daily to see when the council will hold public hearings regarding short-term rentals. I cannot find anything on the City website.

However, I did see that there is a "Notice of Public Hearing" in the Oct 17 Alpharetta-Roswell Herald that there will be a public hearing on Nov 7. Is this for sure?

Where can I find the proposed text amendments?

I will be out of town and want to round up one of our board members to attend.

Thanks!

Essie

[REDACTED]

Esther R Escobedo (Essie)
Treasurer/FAC Bookkeeper

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

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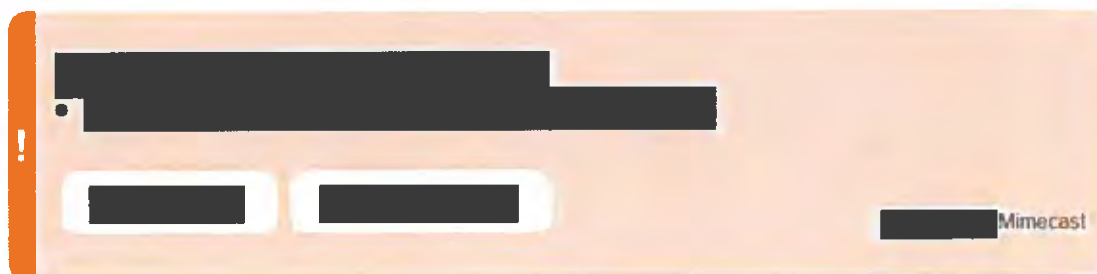
<image001.jpg>

From: [Cook, Kathi](#)
To: [Woodman, Michael](#); [Taylor, Elicia](#)
Subject: Fwd: Short-term rental limitations
Date: Thursday, October 3, 2024 4:35:19 PM

FYI
Sent from my iPhone

Begin forwarded message:

From: Roger Adams [REDACTED]
Date: October 3, 2024 at 4:08:05 PM EDT
To: "Cook, Kathi" <Kcook@alpharetta.ga.us>
Subject: Re: Short-term rental limitations



Thanks for the update, please make sure the new date and time are listed in the local paper.

Regards, Diane Adams

Sent from my iPhone

On Oct 3, 2024, at 11:57 AM, Cook, Kathi <Kcook@alpharetta.ga.us> wrote:

Diane,

I appreciate your comments, we plan to bring this back to planning commission and city council in November.

[REDACTED]

From: Roger & Diane Adams [REDACTED]
Sent: Thursday, October 3, 2024 11:55 AM
To: Cook, Kathi <Kcook@alpharetta.ga.us>
Subject: Short-term rental limitations

Good Morning Kathi,

I reside in Coldridge Forest (off Cumming Street) and our neighborhood of 100 homes does not have an HOA.

We currently have 3 short-term rentals: Jayne Ellen Way, John Christopher Drive and Denna Drive.

Many neighbors feel that is more than enough and have expressed support for the proposed ordinance.

I'm writing to ask for your support in managing these short-term rentals with licensing and a cap of no more than 5% per neighborhood.

Less would be even better!

I was at that meeting last October, along with some of my neighbors. We expressed our dislike with these short-term rentals.

We like to know who our neighbors are and enjoy having relationships with them.

Councilman Brian Will does not think a problem exists, however the smart solution is to head it off before it becomes a problem.

I don't feel it's a slippery slope at all... it's smart governing.

I'm not able to make the meeting tonight, but sincerely hope you will support this ordinance.

Respectfully,

Diane Adams
205 Jayne Ellen Way
Alpharetta GA 30009

From: [Woodman, Michael](#)
To: [David Horst](#)
Cc: [Taylor, Elia](#)
Subject: RE: STR Conditions
Date: Monday, October 21, 2024 9:31:11 AM
Attachments: [image001.png](#)

Good morning, David.

Thank you for the time to share your comments on the topic of Short-term Rentals. We will include your comments in the Board/Council agenda packets for this request as it moves through the public hearing process.

Best regards,



Michael Woodman, AICP
Planning & Development Services Manager
Community Development
City of Alpharetta
2 Park Plaza, Alpharetta, GA 30009
Ph. (678) 297-6072
mwoodman@alpharetta.ga.us

From: David Horst [REDACTED]
Sent: Saturday, October 19, 2024 1:25 PM
To: Woodman, Michael <mwoodman@alpharetta.ga.us>; dd.horst@yahoo.com
Subject: STR Conditions

This message needs your attention

i

- This is a personal email address.
- This is their first email to mwoodman@alpharetta.ga.us.

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[Report this Email](#)

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Mr. Woodman,

We met at the October planning meeting when the STR topic had been postponed due to procedural issues, and I shared I didn't think I could make the 11/7 meeting due to business travel. You suggested I send my comments to you. That is the topic of this

message.

It seems to me there are three "issues" the city is trying to resolve.

1. Not knowing the neighbors b/c they change all the time (Jayne Ellen)
2. Preventing crazy parties (Windward)
3. Laying a foundation for future regulation that might (or might not) be necessary someday

I think regulation will create unintended consequences costing the city residents money for monitoring/enforcement, reducing tax revenues, and negatively impacting local businesses as a result of its implementation.

About me: I have 3 STRs on the same, short street. I believe my homes are among the most pristine in the neighborhood because that is how I earn my money. For my first STR, I turned an LTR, owned by an out of state owner that never saw or maintained the property, housed 2 young women that did drugs, and had rats and squirrels living in the attic. One of the neighbors saw how I improved the neighborhood and asked me if I'd take care of her house the same way. Ended up with a private sale and I've done the same with her property. The 3rd was a standard transaction. **Point:** STRs are not only bringing up the value of the neighborhood, but also improve the look & feel for the residents there.

Knowing your neighbors/Protecting the neighborhood: The neighborhood location is very close to downtown, and with no HOA protection, it is likely a developer will buy up the property to put multimillion dollar homes in its place someday. My neighbor, who has a LTR, explicitly said he's waiting for this payday. Because of the STRs though, it will be hard for that kind of action to happen. Therefore, multiple STRs bring value to a neighborhood like mine and protect it from being wiped out as has happened in Alpharetta numerous times already. Of the 50 or so homes in the neighborhood, there are less than 25% are owner occupied. So the issue of "knowing your neighbors" is a relative perception to an individual neighborhood. **Point:** STRs protect the neighborhood from redevelopment and do not decrease being neighborly.

Parties and STRs: The party issue sounds as if it happens every weekend in Windward. But per the City's and AirDNA's map, there are no STRs in Windward. If there are no registered STRs, putting STR restrictions will not improve that situation. And what is to stop an LTR from having a Superbowl party and having all of their friends over? Or a owner occupied home from doing the same? Or an owner occupied home with teenagers and parents go away for a month leaving the teenager at home (yes, this happens more than you think). What's to stop them from having a good time and having all their friends over? Finally, I and all of the STR owners I know, do not allow parties at our homes. It is not needed for our occupancy to stay high and adds business risk to the home. **Point:** Parties are not unique to STRs and regulating STRs in a place with no identifiable STRs will not logically improve that situation.

A resource to the community: STRs not only add value to the neighborhood, but also to the residents near & far. During the hurricanes this month, all of my STRs

housed people from Florida and South Carolina for a week or more. I also house local residents that are buying homes where construction is unfinished. Or, owners redoing floors seems to be a popular thing these days; the families don't want to live in the dust. And several of us, locally owned and individually managed STR owners, all work together to help the community if someone is asking for a place to stay but the particular home doesn't have the right timing. **Point:** As Alpharetta owners of STRs, we try to help each other out and are an asset to the community that alternatives cannot similarly support.

Regulation: As a group organizer of several STR owners, we are in agreement that self regulation in conjunction with city licensing is not unreasonable. Already, we probably do most or all of what the city is suggesting goes into an STR with the exception of a business license. Few (none?) of us are against registering our homes. But the overreach by the city to limit how we, the owners and residents of the city, invest our money to work towards our individual (retirement) goals is hard to understand. We are not only supporting Alpharetta with increased business to local restaurants and businesses, increased tax dollars for our city government, paying property taxes without exemptions that supports the schools, but also provide benefits to the families that come to visit loved ones that live in the city. **Point:** The city government is favoring a couple of individual city residents that are complaining about issues that are not unique to STRs by regulating all STRs, even those also owned by city residents. It is not only illogical, but also unfair that the City favors one type of resident over another.

Conclusion: *Throwing the baby out with the bathwater* has never been a good strategy. As such, I hope you'll consider that the year round benefits of all of the good STRs far outweigh the temporary issues that are complained about by an extremely small minority of the community. HOAs have the ability to regulate their own communities, and as far as I know, the city charter does not include being the master HOA for the city. If a rule does not have HOA support, it is not the responsibility of the city to tell the HOA how to "think". Please do not take on the burden of managing and enforcing rules that cause more harm than good, end up growing the government bureaucracy and costing all city tax payers more money with the main result being more red tape and burden put on city residents that have been good citizens and supporting families near and far.

Follow up: *Alpharetta, Georgia is not Destin, Florida.* I recall one Councilman saying in one of the meetings on this topic that his rental unit in Florida had issues resulting from STRs and therefore it is probably a problem in Alpharetta too (sooner or later). I want to remind him and all city members that Alpharetta is NOT a tourist destination as are many locations in Florida. We are a family town. The STRs here mostly or wholly support the families and businesses of Alpharetta and surrounding communities. I ask every guest that stays with me their reason for staying and I have the actual statistical data over 3 years. Not one of them was for the purpose of a spring break type experience that happens in other locations/states. Please keep the two completely separated and realize we are not the same and should not be looked at through the same lens. Further, I echo a different Councilman's concern that regulating "something that is not a problem" is not business friendly, but rather is a slippery slope.

What is to stop regulation in other business concerns that are also not actually impacted today? It is a poor use of public money and has virtually no incremental/additional value to the city, but hinders the cumulative benefits outlined above and more.

Sincerely,

David Horst, 11 year resident of Alpharetta
2010 Brooke Forest Ct.
Alpharetta, GA 30022
[REDACTED]

From: [Woodman, Michael](#)
To: [Taylor, Ellen](#)
Subject: Fred: Short-Term Rentals- Draft City Ordinance- Comments
Date: Wednesday, October 30, 2024 8:08:29 AM

From: [REDACTED]
Date: October 29, 2024 at 2:29:10 PM EDT
To: "Cook, Kathi" <Kcook@alpharetta.ga.us>
Cc: "Woodman, Michael" <mwoodman@alpharetta.ga.us>, "Shapiro, Lauren" <LShapiro@alpharetta.ga.us>,
[REDACTED]
Subject: RE: Short-Term Rentals- Draft City Ordinance- Comments

This message needs your attention

- This is a personal email address.
- mwoodman@alpharetta.ga.us never replied to this email address.

Mark as Safe

Report this Email

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Hi Kathi, Thanks for your email. I did not see anywhere in the proposed Ordinance that an application is required. That said, perhaps it is not the place for this requirement to appear though having it stated here may be useful so someone doesn't just pull up the ordinance and say here...look, its legal. If I did not know by reading this then I will assume others wont know either. To undo something is much harder then preventing it from starting to begin with.

As such, suggest/request that the "where as" statements be amended to include that an application is required and that an applicant must show proof of STR allowance.

Many Thanks,
Robin Peterson
President, Henderson Village Property Owners Assoc (HVPOA)
[REDACTED]



From: Cook, Kathi <Kcook@alpharetta.ga.us>
Sent: Wednesday, October 23, 2024 7:10 PM
To: [REDACTED]
Cc: Woodman, Michael <mwoodman@alpharetta.ga.us>; Shapiro, Lauren <LShapiro@alpharetta.ga.us>; julius
[REDACTED]

Subject: Re: Short-Term Rentals- Draft City Ordinance- Comments

Robin

Thank you for your comments, the ordinance does require an applicant provide proof that their HOA allows STR's. I'll get the draft sent to you and highlight the section. Our attorney should have all revisions complete by next Friday.

Best-

Kathi

Sent from my iPhone

On Oct 23, 2024, at 5:45 PM, [REDACTED] wrote:

Hello, I have read the proposed Ordinance regarding short term rentals (STR) and I do have 2 questions/concerns.

#1

I do not see where the ordinance defers to individual sub division Covenants regarding STR.

In 2022, Henderson Village spent considerable time, effort and money drafting and approving leasing provisions which also address STR.

In short, we do NOT allow them, though 1 exists in our community (in place prior to the amendment on leasing restrictions).

I assume that our governing docs take precedence over the city ordinance...is this a correct assumption? If so, lets make sure that people referring to the new ordinance understand that.

If that is not the case, that in fact the city over-rides what each sub division has in its governing docs then we have a bigger problem.

I would like to see the Ordinance include a reference to individual HOA or POA governing documents and indicate that those supersede the Ordinance.

#2

Also, STR- limit to 30 days? I contend the limit should be expanded to 60-90 days. If someone is there 31 days... that not short term but its certainly not a long term rental.

Please pass these comments forward to the correct persons.

Many Thanks,

Robin Peterson

President, Henderson Village Property Owners Assoc (HVPOA)

[REDACTED]

<Image002.jpg>

From: [REDACTED]

Sent: Wednesday, October 23, 2024 5:07 PM

To: [REDACTED]

Subject: Short-Term Rentals

Robin, need your input on this.

Essie

From: Shapiro, Lauren <LShapiro@alpharetta.ga.us>

Sent: Wednesday, October 23, 2024 1:55 PM

To: Essie Escobedo <essiescoillc@gmail.com>

Cc: Woodman, Michael <mwoodman@alpharetta.ga.us>; Cook, Kathi <Kcook@alpharetta.ga.us>

Subject: RE: Need your help once again

Hey Essie!

From: "Cook, Kathi" <Kcook@alpharetta.ga.us>

Date: October 23, 2024 at 7:10:26 PM EDT

To: [REDACTED]

Cc: "Woodman, Michael" <mwoodman@alpharetta.ga.us>, "Shapiro, Lauren" <L.Shapiro@alpharetta.ga.us>, julius [REDACTED]

Subject: Re: Short-Term Rentals- Draft City Ordinance- Comments

Robin

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Many Thanks,

Robin Peterson

President, Henderson Village Property Owners Assoc (HVPOA)

Cell: 847-620-9386



From: [Woodman, Michael](#)
To: [Taylor, Elise](#)
Subject: FW: Short-Term Rentals- Draft City Ordinance- Comments - FROM KATHI COOK
Date: Thursday, October 31, 2024 8:29:16 AM
Attachments: [image002.png](#)
Importance: High

From: [REDACTED]
Sent: Thursday, October 31, 2024 7:54 AM
To: Cook, Kathi <Kcook@alpharetta.ga.us>
Cc: rapeterson44@gmail.com; Woodman, Michael <mwoodman@alpharetta.ga.us>; Shapiro, Lauren <LShapiro@alpharetta.ga.us>; 'ju [REDACTED]
[REDACTED]
Subject: FW: Short-Term Rentals- Draft City Ordinance- Comments - FROM KATHI COOK
Importance: High

This message needs your attention

- This is a personal email address.
- This is their first email to mwoodman@alpharetta.ga.us.

[Mark as Safe](#) [Report this Email](#)

Microsoft

Kathi,

Somerset at Henderson Village HOA is in complete agreement with Robin's comments. We too have a restrictive covenant against short-term rentals and leasing of any kind.

We advocate that short-term rental businesses:

- submit an application that will provide documentation that they have all of the requirements that any business must have to operate.
- Obtain a business license.
- Include approval from an HOA if the property is governed by one. (This is no different than a request for a building permit. A building permit will not be granted unless and until the HOA first approves the plan.)

We would also like to know what the penalty is for illegally operating a short-term rental. Is there a fine? Would there be a "cease and desist" order?

Thank you,

Essie


Somerset at Henderson Village
HOMEOWNER ASSOCIATION, INC.
PO Box 176
Alpharetta GA 30009-0176

Esther R Escobedo (Essie)
Treasurer/FAC Bookkeeper
FACCOM Coordinator
[REDACTED]
[REDACTED]

I am happy to address your concerns.

The agenda and agenda packet for the November 7th Planning Commission meeting will be published to the city's website. Typically, city staff publishes meeting agenda packets (which would have the draft of the text amendments and short-term rental ordinance) during the week prior to the scheduled public meeting.

Additionally, after further review on the website, there are some preliminary materials related to short-term rentals available at the website [here](#). I have copied our Director of Community Development, Kathi Cook, and her team on this email in case she might have additional details as well.

Lastly, State law requires that certain legal advertising is completed well in advance of a public meeting, and often, the legal advertisement in the newspaper is published before the agenda and meeting materials are published on the city's website. There is no state law requirement that we post our agenda or meeting materials on the city's website, but we do so not only to increase transparency to our residents, but to also encourage their participation and awareness of topics to be discussed during public meetings.

Please let me know if I can help with anything else. Thank you!

Lauren

Lauren Shapiro
City Clerk

P: 678 297 6003
E: lshapiro@alpharetta.ga.us

<image003.png>

Office of City Clerk
2 Park Plaza
Alpharetta, GA 30009

From: Essie Escobedo <[REDACTED]>
Sent: Tuesday, October 22, 2024 5:20 PM
To: Shapiro, Lauren <LShapiro@alpharetta.ga.us>
Subject: Re: Need your help once again

Lauren, if the public meeting is announced in the newspaper, shouldn't it also be published on the alpha website? In getting the impression that there is an effort to keep us in dark and not have concerned citizens show up. Also, we should be able to read the proposed changes to the ordinances prior to the meeting
Essie

Essie Escobedo

[REDACTED]
[REDACTED]
[REDACTED]

On Tue, Oct 22, 2024, 5:08 PM Shapiro, Lauren <LShapiro@alpharetta.ga.us> wrote:



Hey Essie!

Great questions – This will be discussed during the November 7 Planning Commission meeting.

Once the agenda has been published, it will be posted to this website
<https://alpharettaga.portal.civicclerk.com/event/3204/files>

It likely will not be posted until Friday, November 1st. Please let me know if I can help with anything else!

Lauren

Lauren Shapiro
City Clerk



P: 678.297.6003
E: lshapiro@alpharetta.ga.us

Office of City Clerk
2 Park Plaza
Alpharetta, GA 30009

From: [REDACTED]
Sent: Sunday, October 20, 2024 9:42 AM
To: Shapiro, Lauren <lshapiro@alpharetta.ga.us>
Subject: Need your help once again

Hi Lauren,

I have been checking daily to see when the council will hold public hearings regarding short-term rentals. I cannot find anything on the City website.

However, I did see that there is a "Notice of Public Hearing" in the Oct 17 Alpharetta-Roswell Herald that there will be a public hearing on Nov 7. Is this for sure?

Where can I find the proposed text amendments?

I will be out of town and want to round up one of our board members to attend.

Thanks!

Essie



PO Box 176
Alpharetta GA 30009-0176

Esther R Escobedo (Essie)
Treasurer/FAC Bookkeeper
FACCOM Coordinator





CITY COUNCIL STAFF REPORT

Department: Community Development

Submitted By: Kathi Cook

Prepared By: Michael Woodman

Meeting Date: December 2, 2024

AGENDA ITEM: CODE OF ORDINANCES TEXT AMENDMENTS – SHORT-TERM RENTALS

Consideration of text amendments to the Alpharetta Code of Ordinances to establish regulations applicable to Short-term Rentals. Amend Article XV in Chapter 10 of the Code of Ordinances.

ITEM DESCRIPTION:

Staff proposes to amend the Code of Ordinances to require a license for short-term rentals with operational requirements. The proposed Short-term Rental Ordinance would regulate properties otherwise authorized for short-term rental, to include appointment of a registered agent; to impose certain requirements and restrictions regarding the use of properties for short-term rental; to establish an annual licensing system and a fee for same; to provide for enforcement and penalties for violations; to repeal conflicting ordinances; and for other purposes. The short-term rental license application will require written confirmation of compliance from the governing HOA or POA. Other proposed requirements include occupation taxes, hotel/motel taxes, timely payment of all property taxes, limited to single-family housing units and accessory dwelling units (no apartments, tents, campers, trailers, etc.), a local contact person available to respond to the location 24/7 within 3 hours.

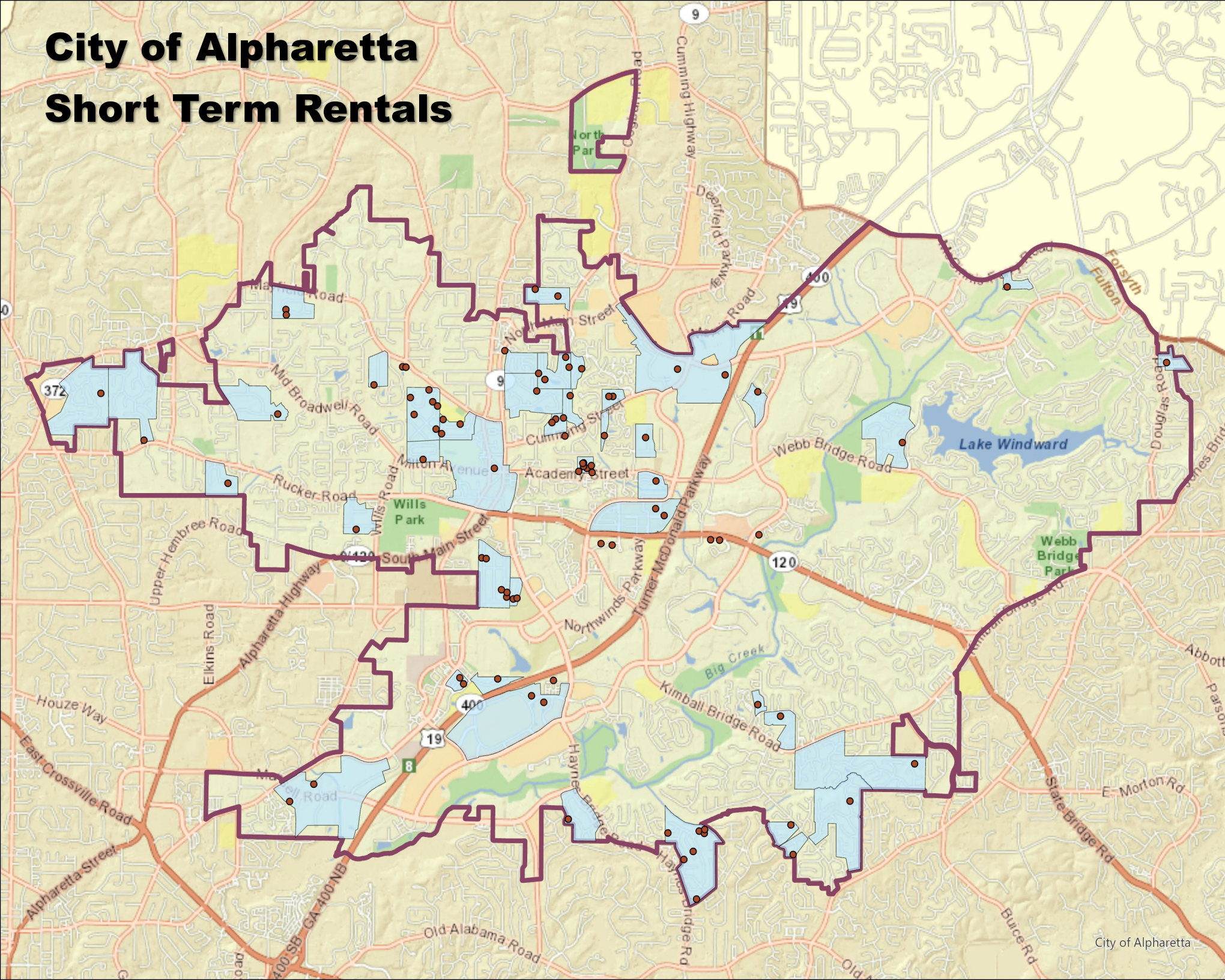
There are currently 339 platted subdivisions in the City and approximately 295 parcels not located within a platted subdivision. Based on information gathered from Granicus, which is a service that tracks short-term rentals, there are approximately 89 short-term rentals currently operating in the City.

ATTACHMENTS:

- Short-term Rental Map
- Ordinance
- Public Comments

City of Alpharetta

Short Term Rentals



Subdivision	# STRs	Total Lots	% STR
Village Green	7	52	13.5%
Jackson Lake	4	58	6.9%
Coldridge Forest	8	118	6.8%
Milton Estates	6	94	6.4%
Dania Hills	1	17	5.9%
Meadow Brook Hills	3	57	5.3%
Henderson Village	1	22	4.5%
Crabapple Trace	2	50	4.0%
Hillcrest	1	28	3.6%
Vantage Point	2	56	3.6%
Alpha Park	5	141	3.5%
Sterling Heights	1	31	3.2%
Wood Brooke East	1	34	2.9%
Crabapple Chase	1	35	2.9%
Eastwood	1	37	2.7%
Milton Manor	1	41	2.4%
Woodbrooke	1	41	2.4%
Westwood Park	2	88	2.3%
Gatewood	2	92	2.2%
Selbridge Mill	1	47	2.1%
Arrowood	1	48	2.1%
Calumet	1	48	2.1%
Charlotte Estates	1	48	2.1%
Dunmoor	1	52	1.9%
Berkshire Manor	6	329	1.8%
Planters Ridge	2	124	1.6%
Winthrope Park	1	72	1.4%
Summerfield	1	77	1.3%
Kimball Point	1	81	1.2%
The Artisan	1	94	1.1%
Preserve at North Pointe	1	112	0.9%
Bluffs	1	136	0.7%
Mannings Ridge	1	151	0.7%
Caravelle at Woodward Park	1	187	0.5%
Woodlands at Webb Bridge	1	209	0.5%
Northfarm	1	251	0.4%
Tuxford	1	375	0.3%

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**AN ORDINANCE TO AMEND CHAPTER 10 OF THE ALPHARETTA CODE OF ORDINANCES TO
ESTABLISH REGULATIONS TO APPLY TO SHORT-TERM RENTALS**

WHEREAS, the Mayor and Council of the City of Alpharetta, Georgia (the "City Council") are charged with the protection of the public health, safety, and welfare of the citizens of Alpharetta; and

WHEREAS, in the interests of the health, safety, and general welfare of the citizens of the City of Alpharetta, Georgia, the City Council desires to exercise its authority to adopt an ordinance regulating short-term rentals; and

WHEREAS, appropriate notice and hearing on the ordinance contained herein have been carried out according to general and local law.

NOW, THEREFORE, the City Council of the City of Alpharetta, Georgia hereby ordains as follows:

Section 1. The language attached hereto as Exhibit A, and incorporated herein by reference as if fully set forth herein, is hereby adopted and approved, and shall be codified as Article XV in Chapter 10 of the Code of Ordinances.

Section 2. All other ordinances shall continue in full force and effect and shall remain unaffected, except where such ordinance, or part thereof, conflicts herewith, in which case such ordinance, or part thereof, is hereby repealed.

Section 3. It is the express intent of the City Council of Alpharetta, Georgia that this Ordinance be consistent with both federal and state law. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 4. This Ordinance shall become effective immediately following the date of adoption.

SO ORDAINED, the _____ day of _____, 2024.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

Mayor Pro Tem Dan Merkel

Council Member Donald F. Mitchell

Council Member Brian Will

Council Member Douglas J. DeRito

Council Member John Hipes

Council Member Fergal M. Brady

(SEAL)

Attest:

Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

Molly Esswein, City Attorney

Exhibit "A"

SHORT-TERM RENTAL ORDINANCE

Article XV in Chapter 10 of the Code of Ordinances

Sec. 10-430. – Purpose.

- a. The purpose of this Article is to establish standards for short-term rentals of privately owned residential structures rented to transient occupants, minimize adverse effects of short-term rental uses on surrounding residential properties and neighborhoods, and preserve the character of residential neighborhoods in which short-term rental use occurs.
- b. This Article is not intended to regulate hotels, motels, inns, bed and breakfast establishments, or non-vacation type rental arrangements including, but not limited to, boardinghouses, lodging houses, or rooming houses.

Sec. 10-431. – Applicability.

- a. It shall be unlawful for any owner of any property within the City to rent, operate, or advertise a short-term rental of property in a residential zoning district, or property with a residential use thereon, contrary to the procedures and regulations established in this Article, other provisions of this Code, or any applicable state law. A license shall be required to lawfully rent, operate, or advertise any property for short-term rental. Properties receiving a license under this Article shall comply with all applicable requirements of this Article.
- b. The restrictions and obligations contained in this Article shall apply to short-term rental activity at all times during which any short-term rental is marketed or used as a short-term rental.
- c. The licensing of short-term rentals in accord with this Article shall not prevent enforcement of additional restrictions that may be contained in restrictive covenants or other private contractual agreements or arrangements. The City shall not be responsible for enforcement of such covenants, agreements, or arrangements.
- d. A property subject to this Article that has been advertised or listed via the internet or other media sources (e.g. www.vrbo.com, www.airbnb.com, etc.) for short-term rental shall be prima facie evidence the property is being used as a short-term rental.
- e. Short-term rental activity is otherwise impermissible unless in full compliance with the City's Code of Ordinances, to include the Unified Development Code.

Sec. 10-432. – Definitions.

[The following words, terms, and phrases, when used in this Article, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning.]

Bedroom: A room that meets the building code requirements to be used as a sleeping room and for no other primary purpose.

Managing agency or agent: A person, firm or agency representing an owner or owners of a short-term rental.

Noise Regulations: Those regulations contained in Article V of Chapter 26 of the Alpharetta Code of Ordinances.

Owner: A person that holds legal and/or equitable title to private property.

Person: A natural human being, estate, association, firm, partnership, corporation, or other legal entity.

Private: Intended for or restricted to the occupants and/or guests of his or her short-term rental; not for public use.

Rental Term: The period of time a responsible person rents or leases a short-term rental.

Responsible Person: an occupant of a short-term rental who is at least twenty-one (21) years of age and who is legally responsible for ensuring that all occupants and/or guests of the short-term rental comply with all applicable laws, rules and regulations pertaining to the use and occupancy of the subject short-term rental.

Short-term Rental: an accommodation for transient guests, rented for the purpose of overnight lodging for a period of less than thirty (30) days. For the purposes of this definition, a short-term rental shall include all housing types but shall exclude Bed and Breakfast establishments and Boarding Houses, as they are defined by the Unified Development Code.

Sec. 10-433. – Property owners, local contact person, and responsible person.

a. Property Owners:

1. The owner and/or local contact person shall use reasonably prudent business practices to ensure the short-term rental is used in a manner that complies with all applicable laws, rules, and regulations pertaining to the use and occupancy of the

subject short-term rental, and shall further use reasonably prudent business practices to ensure the occupants and/or guests of the short-term rental do not create noise in violation of the noise regulations of this Code or disturbances, engage in disorderly conduct, or violate any applicable law, rule or regulation pertaining to the use and occupancy of the subject short-term rental.

b. Local Contact Person:

1. Each owner of a short-term rental shall designate a local contact person who has access and authority to assume management of the short-term rental and take remedial measures while the short-term rental is being rented to an occupant and/or guest. An owner of a short-term rental may designate himself or herself as the local contact person;
2. The local contact person shall be at least twenty-one (21) years of age;
3. There shall be only one (1) designated local contact person for a short-term rental at any given time;
4. The duties of the local contact person are to:
 - a. Respond to the location of the short-term rental 24 hours a day, 7 days a week, and within three (3) hours after being notified by a duly authorized representative of the City of the existence of a violation of this Article or any other provision of this Code, or any disturbance or complaint requiring immediate remedy or abatement regarding the condition, operation, or conduct of occupants of the short-term rental. This is not intended to impose a duty to act as a peace officer or otherwise require the local contact person to place himself or herself in a perilous situation. Whether the local contact person shall be required to respond to the location of the short-term rental to address a violation, disturbance, or complaint shall be determined in the discretion of the City officer or employee responding to said violation, disturbance, or complaint. Nothing in this Section shall be construed as limiting the City or any officer or employee thereof in responding to any violation, disturbance, or complaint or taking any enforcement action under this Article;
 - b. Receive and accept service of any notice of violation related to the use or occupancy of the short-term rental; and
 - c. Monitor the short-term rental for compliance with this division.
5. An owner may retain a managing agent, managing agency, operator, or representative to serve as the local contact person to comply with the requirements of this Section, including, without limitation, the permitting of the short-term rental, the management of the short-term rental, and the compliance with the conditions of the short-term rental license. The owner of the short-term rental is responsible for compliance with the provisions of this Section and the failure of an agent,

representative, or local contact person to comply with this Section shall be deemed noncompliance by the owner; and

6. The owner must immediately notify the Community Development Director in writing upon a change of local contact person or the local contact person's telephone number. This notification will be on forms prescribed by the Community Development Department. The new, revised short-term rental license will not extend the expiration date of the original short-term rental license, will be issued for a fee as established by the City Council, and must be posted in the short-term rental within ten (10) days of any change of local contact person information and before occupants can rent or occupy the short-term rental. Failure to do so within fourteen (14) days after such change shall, unless such time limit is extended for good cause, be reason for revocation of a license granted pursuant to this Article.

c. Responsible Person:

1. Every short-term rental shall be rented to a designated responsible person. The owner of the short-term rental is responsible for compliance with the provisions of this Article, and the failure to ensure the short-term rental is rented to a designated responsible person shall be deemed noncompliance by the owner.

Sec. 10-434. – Licenses and transferability.

a. Required Licenses:

1. The owner shall pay the required occupation tax and shall comply with all applicable provisions of Article III of Chapter 42 of this Code;
2. The owner shall collect and remit lodging excise taxes as required by Article V of Chapter 42 of this Code and the Official Code of the State of Georgia;
3. The owner shall timely pay all property taxes owed for the real property on which the short-term rental is located;
4. No owner or local contact person of a short-term rental shall rent, lease, or otherwise exchange for compensation all or any portion of such short-term rental without first obtaining a short-term rental license from the City;
5. A separate short-term rental license shall be required for each structure used for short-term rental;
6. Short-term rental licenses may be issued only to single-family housing units. No short-term rental license shall be issued for apartments, tents, yurts, truck campers, trailers, or other similar portable shelters, but not including accessory dwelling units associated with a Dwelling, 'For-Sale', Detached/Attached as contemplated in the City's Unified Development Code;

7. An owner of a short-term rental, or their designated representative, shall submit an application for a short-term rental license to the Community Development Department on an annual basis. The application shall be furnished on a form specified by the City, accompanied by a non-refundable license fee as established in this Section. Such application shall include:
- a. The complete street address of the property to be used as a short-term rental;
 - b. Ownership information, including the name, address, e-mail address, and telephone number of each person or entity with an ownership interest in the property to be used as a short-term rental, as well as proof of such ownership;
 - c. The name, address, telephone number, and email address of the local contact person for the short-term rental;
 - d. The number of bedrooms and approximate square footage in the short-term rental, and the maximum number of overnight and daytime occupants, as allowed by this Article;
 - e. A sworn statement from the applicant certifying that all designated bedrooms, including egress from all designated bedrooms, meet applicable safety code requirements, as required by Section 10-435(b);
 - f. The number and location of parking spaces allotted to the property to be used as a short-term rental, as required by Section 10-434(c)(7);
 - g. The owner's sworn acknowledgment that they have reviewed all regulations of the City pertaining to the operation of a short-term rental and understand the requirements for short-term rentals;
 - h. The local contact person's sworn acknowledgment that they have reviewed all regulations of the City pertaining to the operation of a short-term rental, understand the requirements for short-term rentals, and agree to perform the duties of the local contact person specified in this Article;
 - i. Acknowledgement that the owner or local contact person has or will post, at the short-term rental, the notice required in Section 10-435(a);
 - j. The owner's agreement to use his or her best efforts to assure that use of the premises by short-term rental occupants will not disrupt the neighborhood, and will not interfere with the rights of neighboring property owners to the quiet enjoyment of their properties;
 - k. Any other information that this Article requires the owner to provide to the City as part of an application for a short-term rental license;
 - l. Where the property to be used as a short-term rental is located within a platted subdivision, a written statement from the applicable homeowner's association ("HOA") and/or property owner's association ("POA") where the short-term rental is located confirming the use of the property as a short-term rental is in accordance with its bylaws and covenants; if there is not an active HOA or POA, or if there are no bylaws or covenants governing the

- property to be used as a short-term rental, the owner shall submit a sworn statement confirming that there are no bylaws or covenants applicable to the property to be used as a short-term rental. The property owner shall be responsible for notifying the City, in writing, should the bylaws or covenants of the HOA or POA be amended to prohibit or restrict short-term rentals; and
- m. In cases where the short-term rental has an on-site septic system, a performance evaluation from the Health Department verifying condition of the on-site sewage management system, except that such a performance evaluation shall not be required for renewal applications. In cases where the short-term rental is serviced by sewer, documentation from the applicable County or City department providing sewer to the rental property verifying sewer capacity, except that such documentation shall not be required for renewal applications.
8. Any false statements or false information provided in the application are grounds for denial or revocation of a license, including the denial of future applications.
9. Upon the filing of a completed license application, the Community Development Director, or his or her designee, shall review the application for compliance with the requirements of this Article. Within thirty (30) days of the filing of the completed application, the Community Development Director, or his or her designee, shall either issue a short-term rental license to the applicant or issue a written notice of denial. Any license issued shall include a unique license number. A short-term rental license shall be issued to an applicant unless:
- a. The applicant has had a short-term rental license revoked within the previous 12-month period;
 - b. The property taxes have not been paid and are delinquent;
 - c. The Health Department notifies the City of an inadequate septic system or other health concerns;
 - d. The HOA or POA of the relevant subdivision provides covenants or other legal documents indicating short-term rental is prohibited on the property or the City otherwise verifies short-term rental is prohibited on the property based on applicable covenants;
 - e. Issuance of a short-term rental license would not conform to conditions of zoning;
 - f. Issuance of a short-term rental license would not conform to the requirements or limitations for short-term rentals set forth in the Unified Development Code; or
 - g. The application does not meet the minimum requirements of this Article.
10. A decision to deny an application shall be issued in writing and may be appealed to the City Council. An appeal shall be filed with the Community Development

Director in writing within thirty (30) days of the decision to deny an application for a license. A hearing on the appeal of the denial shall be conducted in accordance with the procedures set forth herein.

b. License fee/renewal.

- a. The short-term rental license application and any renewal application shall be accompanied by an application fee as established by the City Council.
- b. All licenses granted under this Article shall expire on December 31st of each year. Applicants shall file a renewal application accompanied by the requisite renewal fee with the City on or before the second Monday in December of each year without penalty. If an application for renewal is submitted after the second Monday in December, a new application shall be required, as renewal eligibility will not be considered past this date.
- c. A short-term rental license is not transferrable. Should ownership of a short-term rental change, a new license application shall be required prior to any use of the property as a short-term rental.

c. All short-term rentals are subject to the following:

1. The owner or local contact person shall, by written agreement with the responsible person, limit overnight occupancy of the short-term rental to the specific number of overnight occupants designated in the short-term rental license application;
2. Any advertising of the short-term rental shall conform to information included in the short-term rental license and requirements of this Article, and shall include the short-term rental license number issued by the City, notification of the maximum occupancy, maximum number of vehicles allowed, and provisions regulating noise;
3. Occupancy for short-term rentals: the number of overnight occupants shall not exceed two (2) persons per bedroom, and shall meet all life-safety codes, but in no case shall rental occupancy exceed fifteen (15) overnight persons total. The maximum capacity shall be based on the number of bedrooms. All occupants, regardless of age, are counted as persons;
4. A bedroom shall be a room that is designed to be, or meets the building code requirements to be, used as a sleeping room and for no other primary purpose. Every bedroom shall have an emergency escape or rescue exit and a minimum ceiling height as follows:
 - a. Each bedroom shall have at least one (1) operable window or door for emergency escape or rescue that opens directly to the exterior of the residence. The emergency door or window shall be operable from the inside to provide a full, clear opening without the use of separate tools, and shall comply with all requirements of the International Residential Code ("IRC") as

were in effect on the date the short-term rental was issued a Certificate of Occupancy; and

- b. Bedroom ceilings shall comply with all requirements of the IRC as were in effect on the date the short-term rental was issued a Certificate of Occupancy.
5. The owner or local contact person shall, by written agreement with the responsible person, limit daytime occupancy of the short-term rental to the specific number of daytime occupants designated in the short-term rental license application, with the number of daytime occupants not to exceed four (4) guests in addition to the total number of allowed overnight occupants, but in no case shall the daytime occupancy of a short-term rental exceed nineteen (19) persons total. Overnight occupancy limitations shall apply between the hours of 11:00 PM and 7:00 AM;
6. Prior to permitting occupancy of a short-term rental by a transient occupant, the owner or the local contact person shall: (a) verify the rental is to a responsible person and obtain their name and address; (b) provide information about the short-term rental regulations to the responsible person; and (c) require written confirmation from the responsible person that he or she:
 - a. Has read the pertinent regulations;
 - b. Understands all applicable laws, rules, and regulations pertaining to the use and occupancy of the short-term rental, including, but not limited to, the City's noise regulations;
 - c. Understands that they are bound to all applicable laws, rules, and regulations; and
 - d. Agrees to comply with all applicable laws, rules, and regulations, and agrees to be legally responsible for compliance by all occupants and/or guests of the short-term rental with all applicable laws, rules and regulations pertaining to the use and occupancy of the short-term rental, including, but not limited to, to the City's noise regulations.

This information shall be maintained by the owner or the local contact person for a period of one (1) year from the last day of each rental period.

7. Parked Vehicles:
 - a. Short-term rentals must have parking off the street sufficient for one (1) car for each bedroom being rented. Vehicles shall be parked only on designated hard surfaced areas with gravel, concrete or asphalt surfacing; and shall not be permitted outside such hard-surfaced areas (i.e. no parking in yards);
 - b. Required parking spaces must be located on the same property as the short-term rental; and
 - c. Vehicles shall not be parked on the City right-of-way or along any roadways at any time.
8. The owner and/or local contact person shall use best efforts to ensure that the occupants and/or guests of the short-term rental do not violate the noise regulations

set forth in Article V of Chapter 26 of this Code by notifying the occupants of the rules regarding short-term rentals and responding when notified that occupants are violating laws regarding their occupancy. Any violation of the noise regulations by a guest at a short-term rental shall be considered a violation under this Article. It is not intended that the owner and/or local contact person act as a peace officer or place himself or herself in harm's way;

d. Transferability:

1. No short-term rental license issued under this Article shall be transferred or assigned or used by any person other than the owner or local contact person to whom it is issued, or at any location other than the one for which it is issued.

Sec. 10-435. – Additional operational requirements and conditions.

a. Posted Information Notice:

1. Each short-term rental shall have a clearly visible and legible notice conspicuously posted within the short-term rental on or adjacent to the front door, containing the following information:
 - a. The name of the owner and local contact person of the short-term rental, and a telephone number at which that party may be reached on a 24-hour, 7 days a week, basis;
 - b. The name and address of the nearest hospital;
 - c. The maximum number of overnight occupants and/or daytime guests permitted to be at the short-term rental;
 - d. The maximum number of vehicles allowed to be parked on the property, including a sketch of the location(s) of the on-site parking spaces;
 - e. The trash pickup day and notification that trash and refuse shall not be left or stored on the exterior of the property unless it is placed in a curbside container, and that the curbside container shall not be placed sooner than 24 hours prior to the pickup day, and must be removed no later than 24 hours after pickup (If owner or operator provides daily trash removal then this notice is not necessary);
 - f. Notification that failure to conform to the parking and occupancy requirements of the short-term rental is a violation of this Article;
 - g. The times that quiet hours are to be observed per the noise regulations set forth in Article IV of Chapter 34 of this Code and a statement advising the occupant that any failure to comply with the noise regulations is a violation of this Article; and
 - h. A copy of the short-term rental license with the license number displayed.

b. Life Safety and Sanitation:

1. All designated bedrooms, including egress from all bedrooms, shall comply with all applicable safety codes as were in effect on the date the short-term rental was issued a Certificate of Occupancy.
2. Every bedroom, adjoining hallway, and common area shall be equipped with an operational smoke detector that meets current IRC standards and shall be maintained in good working order at all times. The placement and mounting of each smoke detector shall comply with all applicable requirements of the current IRC.
3. Each habitable floor shall be equipped with an operational carbon monoxide detector that meets applicable state law standards and shall be maintained in good working order at all times.
4. Each floor of the short-term rental shall be equipped with a fire extinguisher that is fully charged, not past expiration date, and that meets all National Fire Protection Association (NFPA) standards, including those as set forth in NFPA 10: Standard for Portable Fire Extinguishers.
5. Private swimming pools shall comply with the current International Swimming Pool and Spa Code.
6. The owner and/or local contact person shall maintain a house number that is visible from the street at all times.

Sec. 10-436. – Suspension or revocation of license.

- a. Any false statements or false information provided in the application are grounds for denial, suspension, or revocation of a short-term rental license, including the denial of future applications.
- b. Any violations or noncompliance with the provisions of this Article are grounds for denials, suspension, or revocation of a short-term rental license, including denial of future applications.
- c. *Discovery of an immediate health hazard.* Upon the discovery of an immediate health hazard to renters, the Community Development Director may suspend the short-term rental certificate until the hazard is remedied, as determined in the sole good faith discretion of the Community Development Director. If the hazard is not timely corrected, the short-term rental license may be revoked.
- d. Any suspension, revocation, or forfeiture of an issued license by the City Council shall occur only after notice and opportunity for a hearing before the City Council consistent with the procedures set forth in this Article. Reasons for suspension or revocation of a short-term rental license include, but are not limited to:

1. A short-term rental, its owner, local contact person, responsible person, or occupants are found to be in violation of this Article or in violation of the noise regulations set forth in Article V of Chapter 26 of this Code, subject to criminal citation, prosecution, and penalties as outlined in Section 10-437.
2. An applicant furnished fraudulent or untruthful information in the application for a license, or omitted information required in the application for a license, or failed to pay all fees, taxes, or other charges imposed under the provisions of this Article, in which case the short-term rental license shall be immediately revoked.
3. A short-term rental does not meet the licensing qualifications set forth in this Article at any time such knowledge becomes known to the Community Development Director, in which case the short-term rental license shall be immediately revoked.
4. A short-term rental has been used as a short-term rental during a period of suspension of a license, in which case the short-term rental license shall be immediately revoked.

Sec. 10-437. – Violation and penalties.

- a. Any violation of this Article, including any violation of the noise regulations set forth in Article V of Chapter 26 of this Code, shall subject the licensed individual to the following progressive actions by the City Council, except that a short-term rental license may be immediately suspended or revoked as provided in Section 10-436 upon notice and hearing:
 1. The first violation within a consecutive 12-month period shall result in a fine in municipal court and a written warning notice of violation upon a finding of guilt or plea of guilty or nolo contendere in municipal court.
 2. The second violation within a consecutive 12-month period shall result in a fine in municipal court and a license suspension for a period of not less than thirty (30) days nor more than ninety (90) days upon a finding of guilt or plea of guilty or nolo contendere in municipal court.
 3. The third violation within a consecutive 12-month period shall result in a fine in municipal court and the revocation of the short-term rental license upon a finding of guilt or plea of guilty or nolo contendere in municipal court, and neither the owner nor local contact person shall be eligible to reapply for a license for a period of twelve (12) months from the date of revocation.
- b. Nothing contained in this Subsection shall be construed to preclude the City Council from suspending or revoking a license for a period exceeding those periods identified in Sections 10-437(a)(1),(2), or (3) or from revoking the license if the City Council determines in its discretion that such action is necessary and in the best interest of the public health, safety, and welfare of the City.

- c. In all cases, the mandatory suspension period may be mitigated by the City Council upon presentation of evidence that the licensee established practices and procedures to prevent the violation from occurring.
- d. Enforcement action may be brought against any individual, including, but not limited to, the owner, local contact person, responsible person, or occupants and/or guest(s) of a short-term rental for violations of this Article and any other provision of this Code. Any violation of the provisions of this Article shall be enforced in municipal court to the full extent authorized by law, with a finding of guilt or plea of guilty or nolo contendere subjecting the licensed individual to the same administrative sanctions as set forth in Section 10-437(a)(1-3) regardless of whether the finding of guilt as against or the plea of guilty or nolo contendere was by the owner, local contact person, responsible person, or occupants and/or guest(s).
- e. Each day the short-term rental is marketed or rented for overnight accommodation without the necessary short-term rental license required under this Article shall constitute a separate violation.
- f. Failure of the owner or local contact person to respond as provided in Section 10-433 regarding the condition, operation, or conduct of occupants and/or guest(s) of the short-term rental in a timely and appropriate manner shall be grounds for imposition of penalties as set forth in this Article. It is not intended that an owner or local contact person act as a peace officer or place himself or herself in an at-risk situation.
- g. In addition to the penalties described above, any person violating the provisions of this Article by operating a short-term rental without a valid short-term rental license may be prosecuted according to the general penalties described in Section 1-8 of this Code.

Sec. 10-438. – Enforcement

- a. The City Public Safety Department and City Code Enforcement shall have authority to enforce this Article.
- b. Any complaints received by the City regarding a short-term rental may result in a notice of the complaint being directed to the local contact person designated in the short-term rental license, which may result in direction that the local contact person respond to the short-term rental as provided in Section 10-433(b)(4).
- c. Notice of any citations issued for violations of this Article shall be provided to the local contact person designated in the short-term rental license within one (1) week of the issuance of such citations.

Sec. 10-439. – Hearing on denial, suspension or revocation.

- a. Upon receipt of a timely appeal (accompanied by a fee established by the City Council) of an administrative denial, upon presentation of evidence to the Community Development

Director of a violation of this Article, or upon a showing of any of the other occurrences set forth in Section 10-436, the Community Development Director shall schedule a hearing before the City Council and provide written notice to the adverse party of the time, place and date of the scheduled hearing by personal delivery or certified mail. The Community Development Director shall also state in the written notice the basis for the administrative denial or the violation or occurrence alleged that forms the basis for the denial or potential suspension or revocation. After notice of hearing, matters scheduled for hearing may only be continued by agreement of the City Attorney and the adverse party and/or counsel for the adverse party.

- b. The City Council shall have the duty of conducting hearings concerning the denial, revocation, or suspension of a license. The standard of proof on all issues in the hearing shall be a preponderance of the evidence and a determination will be made on the basis of the evidence presented at the hearing.
- c. At the hearing, after presentation of the case against the adverse party, the adverse party will have an opportunity to present his/her case, to rebut the allegations made against him/her, and present whatever defenses he/she has. The adverse party shall have the right to be represented by an attorney, at the expense of the adverse party, and to present evidence and cross-examine opposing witnesses.
- d. At the conclusion of the hearing, the findings and conclusions of the City Council shall be forwarded to the Community Development Director, and it shall be the duty of the Community Development Director to provide written notification via personal delivery or certified mail to the adverse party of the decision of the City Council.
- e. The decision of the City Council shall be final unless appealed to the Superior Court of Fulton County within thirty (30) days of receipt of the Community Development Director's written notification to the adverse party of the City Council's decision.
- f. For purposes of this Section, notice shall be deemed delivered when personally served or when served by certified mail postage prepaid within three (3) days after the date of deposit in the United States Mail.

From: [Woodman, Michael](#)
To: [Taylor, Elia](#)
Subject: FW: Short-Term Rentals- Draft City Ordinance- Comments - From Henderson Village POA
Date: Tuesday, November 12, 2024 8:35:04 AM
Attachments: [image005.png](#)

Public comment for the file.

From: [REDACTED]
Sent: Tuesday, November 12, 2024 8:17 AM
To: [REDACTED] Cook, Kathi <Kcook@alpharetta.ga.us>; Woodman, Michael <mwoodman@alpharetta.ga.us>
Cc: Shapiro, Lauren <LShapiro@alpharetta.ga.us>; [REDACTED]
[REDACTED]
Subject: RE: Short-Term Rentals- Draft City Ordinance- Comments - From Henderson Village POA

This message needs your attention



- This is a personal email address.
- mwoodman@alpharetta.ga.us never replied to this email address.

[Mark as Safe](#)

[Report this Email](#)

Powered by Mimecast

Kathi and Michael,

We agree wholeheartedly with Robin's excellent recommendations--see below.

Please let us know if City will incorporate these into the STR license application.

Thank you!

Essie



Somerset at Henderson Village
HOMEOWNER ASSOCIATION, INC.

PO Box 176
Alpharetta GA 30009-0176

Esther R Escobedo (Essie)

Treasurer/FAC Bookkeeper
FACCOM Coordinator
770-442-9246
404-683-1634 (Mobile)
EssiEscoLLC@gmail.com

From: [REDACTED]
Sent: Thursday, November 7, 2024 4:28 PM
To: 'Cook, Kathi' <Kcook@alpharetta.ga.us>; 'Woodman, Michael' <mwoodman@alpharetta.ga.us>
Cc: 'Shapiro, Lauren' <LShapiro@alpharetta.ga.us>; [REDACTED]
[REDACTED]
[REDACTED]
Subject: RE: Short-Term Rentals- Draft City Ordinance- Comments - From Henderson Village POA

Hi Kathi & Michael, We appreciate your efforts on behalf of the draft STL ordinance. I would like to propose 2 changes which would make it easier for applicants for a license to see the requirement regarding HOA/POA allowances or restrictions. This requirements is buried under Section 10- 434 Point #7 and sub point l.

It is too important a matter for HOA/POA's in the city to be buried so deeply. Suggest to move it to #7 c or higher up. My concern is that applicants can easily miss this requirement and the city (not knowing the covenants of each neighborhood) will agree to a license. The requirement needs more focused attention.

I will also make a request for inclusion of a reference to this requirement here in the opening section in order to show that the city takes individual HOA/POA governing documents seriously.

Sec. 10-431. – Applicability.

- a. It shall be unlawful for any owner of any property within the City to rent, operate, or advertise a short-term rental of property in a residential zoning district, or property with a residential use thereon, contrary to the procedures and regulations established in this Article, other provisions of this Code, or any applicable state law **or in violation of any HOA/POA governing documents which may exist restricting or prohibiting STR**. A license shall be required to lawfully rent, operate, or advertise any property for short-term rental. Properties receiving a license under this Article shall comply with all applicable requirements of this Article.

On another note....

Please note when we amended our governing docs to include STR language, our lawyer

indicated the State had passed legislation protecting owners who were already leasing their properties as grandfathered. As such, how will the city get current STR properties to apply for a license. You indicate the owner must alert the city if their HOA/POA imposes restrictions but I do believe those properties will be grandfathered as long as they were in business before either the 2019(ish) state laws were enacted...OR before the change to the governing docs of an assoc. Not sure which...a question for the lawyers.

Thanks again for your efforts.

Robin Peterson

President, Henderson Village Property Owners Assoc (HVPOA)



From: Cook, Kathi <Kcook@alpharetta.ga.us>

Sent: Tuesday, November 5, 2024 4:57 PM



; Woodman, Michael <mwoodman@alpharetta.ga.us>; Shapiro, Lauren <LShapiro@alpharetta.ga.us>; 



Subject: Re: Short-Term Rentals- Draft City Ordinance- Comments - FROM KATHI COOK

Yes a yearly license will be required, there will be several regulations, I attached the draft. Let me know if there are additional questions.



Kathi Cook
Director
Community Development, City of Alpharetta
2 Park Plaza, Alpharetta, GA 30009
Ph. 678-297-6073
Cell: 678-206-6051

From: [REDACTED]
Sent: Tuesday, November 5, 2024 12:54 PM
To: Cook, Kathi <Kcook@alpharetta.ga.us>; [REDACTED]
Cc: [REDACTED] Woodman, Michael
<mwoodman@alpharetta.ga.us>; Shapiro, Lauren <LShapiro@alpharetta.ga.us>; 'julius'
[REDACTED]
[REDACTED]
[REDACTED]
Subject: RE: Short-Term Rentals- Draft City Ordinance- Comments - FROM KATHI COOK

Kathi,

Will short-term rental businesses be required to obtain a business license from the City of Alpharetta?

Essie


Somerset at Henderson Village
HOMEOWNER ASSOCIATION, INC.
PO Box 176
Alpharetta GA 30009-0176

Esther R Escobedo (Essie)
Treasurer/FAC Bookkeeper
FACCOM Coordinator
[REDACTED]
[REDACTED]

From: Cook, Kathi <Kcook@alpharetta.ga.us>
Sent: Tuesday, November 5, 2024 12:35 PM
To: [REDACTED]
Cc: [REDACTED] Woodman, Michael <mwoodman@alpharetta.ga.us>; Shapiro, Lauren <LShapiro@alpharetta.ga.us>; [REDACTED] [REDACTED]
[REDACTED]
[REDACTED]
Subject: Re: Short-Term Rentals- Draft City Ordinance- Comments - FROM KATHI COOK

Charlene

Yes HOA/POA will take precedence and it will be stated as such. Thanks

Sent from my iPhone

On Nov 5, 2024, at 12:07 PM, [REDACTED] wrote:

Hi, Kathi,

As a member of the Board of Directors of Henderson Place Condominiums in Henderson Village, I would also like to state that I add my complete agreement with both Robin's and Essie's comments, questions, and concerns..

Our governing documents for the condos have both a rental cap (25% of units) and a requirement that all rental contracts must be a minimum of one year. Even with these documented requirements, we have had to deal with lots of non-compliant situations over the years, even including owners renting out their units as an AirBnB.

So my question is: Would our governing documents take precedence over the city ordinance and can that be clearly stated in the ordinance text?

Thank you for your consideration to our concerns.

Charlene Carswell

On Thursday, October 31, 2024 at 07:54:22 AM EDT, [REDACTED] wrote:

Kathi,

Somerset at Henderson Village HOA is in complete agreement with Robin's comments. We too have a restrictive covenant against short-term rentals and leasing of any kind.

We advocate that short-term rental businesses:

- submit an application that will provide documentation that they have all of the requirements that any business must have to operate.
- Obtain a business license.
- Include approval from an HOA if the property is governed by one. (This is no different than a request for a building

permit. A building permit will not be granted unless and until the HOA first approves the plan.)

We would also like to know what the penalty is for illegally operating a short-term rental. Is there a fine? Would there be a "cease and desist" order?

Thank you,

Essie

[REDACTED]
[REDACTED]
[REDACTED]

Esther R Escobedo (Essie)
Treasurer/FAC Bookkeeper

[REDACTED]
[REDACTED]
[REDACTED]

From: "Cook, Kathi" <Kcook@alpharetta.ga.us>
Date: October 23, 2024 at 7:10:26 PM EDT
To: rapeterson44@gmail.com
Cc: "Woodman, Michael" <mwoodman@alpharetta.ga.us>, "Shapiro, Lauren" <LShapiro@alpharetta.ga.us>, [REDACTED]
[REDACTED]

Subject: Re: Short-Term Rentals- Draft City Ordinance- Comments

Robin
Thank you for your comments, the ordinance does require an applicant provide proof that their HOA allows STR's. I'll get the draft sent to you and highlight the section. Our attorney should have all revisions complete by next Friday.

Best-

Kathi

Sent from my iPhone

On Oct 23, 2024, at 5:45 PM, [REDACTED] wrote:

Hello, I have read the proposed Ordinance regarding short term rentals (STR) and I do have 2 questions/concerns.

#1

I do not see where the ordinance defers to individual sub division Covenants regarding STR.

In 2022, Henderson Village spent considerable time, effort and money drafting and approving leasing provisions which also address STR.

In short, we do NOT allow them, though 1 exists in our community (in place prior to the amendment on leasing restrictions).

I assume that our governing docs take precedence over the city ordinance...is this a correct assumption? If so, lets make sure that people referring to the new ordinance understand that.

If that is not the case, that in fact the city over-rides what each sub division has in its governing docs then we have a bigger problem.

I would like to see the Ordinance include a reference to individual HOA or POA governing documents and indicate that those supersede the Ordinance.

#2

Also, STR- limit to 30 days? I contend the limit should be expanded to 60-90 days. If someone is there 31 days...that not short term but its certainly not a long term rental.

Please pass these comments forward to the correct persons.

Many Thanks,

Robin Peterson

President, Henderson Village Property Owners Assoc (HVPOA)

[REDACTED]

<image002.jpg>

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

From: [Woodman, Michael](#)
To: [Taylor, Elicia](#)
Subject: FW: Support for Responsible Short-Term Rentals
Date: Thursday, November 7, 2024 11:27:07 AM

From: Meredith & Josh [REDACTED]
Sent: Thursday, November 7, 2024 9:07 AM
To: City Council and Mayor <CityCouncilandMayor@alpharetta.ga.us>; Woodman, Michael <mwoodman@alpharetta.ga.us>
Subject: Support for Responsible Short-Term Rentals

This message needs your attention



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- This is their first mail to some recipients.

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Dear Alpharetta Mayor and City Council,

As lifelong Alpharetta residents and small business owners, my wife and I respectfully express our support for keeping short-term rentals viable in our community. We depend on the income from our two properties to help support our family and contribute to the local economy. Like many in our position, we responsibly pay taxes on this income and work diligently to maintain our properties to earn five-star reviews and ensure a safe, welcoming environment for our guests.

Beyond business, we have personal ties to these properties. We chose to invest in two homes on the same street with the dream of someday living close to our children, building a future in the community we love.

Current ordinances already address concerns about disturbances, and we—like other responsible hosts—have a vested interest in keeping our neighborhood safe and clean. Many of the concerns we hear stem from isolated incidents that could occur in any home, rental or not.

We kindly ask that you consider the positive impact of short-term rentals. With fair regulation, they provide essential income for local families, bring responsible visitors, and boost our economy.

Thank you for your attention and commitment to balanced policy.

Sincerely,
Meredith and Josh Avren

[REDACTED]

From: [Woodman, Michael](#)
To: [Taylor, Elicia](#)
Subject: FW: Short-Term Rentals- Draft City Ordinance- Comments - FROM KATHI COOK
Date: Tuesday, November 5, 2024 12:20:21 PM
Attachments: [image003.png](#)

Public comment for the file

From: Charlene Carswell [REDACTED]
Sent: Tuesday, November 5, 2024 12:07 PM
To: Cook, Kathi <Kcook@alpharetta.ga.us>
Cc: [REDACTED] Woodman, Michael <mwoodman@alpharetta.ga.us>; Shapiro, Lauren <LShapiro@alpharetta.ga.us>; 'julius' [REDACTED]
Subject: Re: Short-Term Rentals- Draft City Ordinance- Comments - FROM KATHI COOK

This message could be suspicious

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Hi, Kathi,

As a member of the Board of Directors of Henderson Place Condominiums in Henderson Village, I would also like to state that I add my complete agreement with both Robin's and Essie's comments, questions, and concerns..

Our governing documents for the condos have both a rental cap (25% of units) and a requirement that all rental contracts must be a minimum of one year. Even with these documented requirements, we have had to deal with lots of non-compliant situations over the years, even including owners renting out their units as an AirBnB.

So my question is: Would our governing documents take precedence over the city ordinance and can that be clearly stated in the ordinance text?

Thank you for your consideration to our concerns.

Charlene Carswell

On Thursday, October 31, 2024 at 07:54:22 AM EDT, [REDACTED] wrote:

Kathi,

Somerset at Henderson Village HOA is in complete agreement with Robin's comments. We too have a restrictive covenant against short-term rentals and leasing of any kind.

We advocate that short-term rental businesses:

- submit an application that will provide documentation that they have all of the requirements that any business must have to operate.
- Obtain a business license.
- Include approval from an HOA if the property is governed by one. (This is no different than a request for a building permit. A building permit will not be granted unless and until the HOA first approves the plan.)

We would also like to know what the penalty is for illegally operating a short-term rental. Is there a fine? Would there be a "cease and desist" order?

Thank you,

From: [Woodman, Michael](#)
To: [Taylor, Elicia](#)
Subject: FW: Short-Term Rentals- Draft City Ordinance- Comments - FROM KATHI COOK
Date: Wednesday, November 6, 2024 8:27:24 AM
Attachments: [image002.png](#)

Public comment for the file.

From: Cook, Kathi <Kcook@alpharetta.ga.us>
Sent: Tuesday, November 5, 2024 7:19 PM
To: [REDACTED]
Cc: Charlene Carswell [REDACTED]; [REDACTED]; Woodman, Michael <mwoodman@alpharetta.ga.us>; Shapiro, Lauren <LShapiro@alpharetta.ga.us>; julius [REDACTED]; [REDACTED]; Clarendon, Greer [REDACTED]
[REDACTED] The Arbors HOA [REDACTED] Anne Pappas
[REDACTED]
Subject: Re: Short-Term Rentals- Draft City Ordinance- Comments - FROM KATHI COOK

Essie

Short term rentals are not permitted a license to operate in the City if their HOA doesn't permit a short term rental.

Sent from my iPhone

On Nov 5, 2024, at 5:27 PM, essiescollc@gmail.com wrote:

Kathi,

I do not read that we, as an HOA, have any protection/backing. The license should require a document from the HOA that short-term rentals are allowed.

I read that we, who have restrictive covenants, would have to, on our own, sue short-term rental businesses that are granted a license by the City.
Please tell me that I am wrong.

Essie

<image001.jpg>

PO Box 176
Alpharetta GA 30009-0176

Esther R Escobedo (Essie)
Treasurer/FAC Bookkeeper
FACCOM Coordinator
[REDACTED]
[REDACTED]

From: Cook, Kathi <Kcook@alpharetta.ga.us>
Sent: Tuesday, November 5, 2024 4:57 PM
To: [REDACTED] 'Charlene Carswell' [REDACTED] >
Cc: rapeterson44@gmail.com; Woodman, Michael <mwoodman@alpharetta.ga.us>; Shapiro, Lauren <LShapiro@alpharetta.ga.us>; 'julius' [REDACTED] <[\[REDACTED\]@alpharetta.ga.us](mailto:[REDACTED]@alpharetta.ga.us)>; 'Clarendon, Greer' [REDACTED] >; 'The Arbors HOA' [REDACTED] 'Anne Pappas' <pappas.anne@gmail.com>
Subject: Re: Short-Term Rentals- Draft City Ordinance- Comments - FROM KATHI COOK

Yes a yearly license will be required, there will be several regulations, I attached the draft. Let me know if there are additional questions.

<image002.png>

From: essiescolle@gmail.com [REDACTED]
Sent: Tuesday, November 5, 2024 12:54 PM
To: Cook, Kathi <Kcook@alpharetta.ga.us>; 'Charlene Carswell' [REDACTED]
Cc: [REDACTED] >; Woodman, Michael <mwoodman@alpharetta.ga.us>; Shapiro, Lauren <LShapiro@alpharetta.ga.us>; 'julius' [REDACTED] <[\[REDACTED\]@alpharetta.ga.us](mailto:[REDACTED]@alpharetta.ga.us)>; 'Clarendon, Greer' [REDACTED] >; 'The Arbors HOA' [REDACTED] <[\[REDACTED\]@alpharetta.ga.us](mailto:[REDACTED]@alpharetta.ga.us)>; 'Anne Pappas' [REDACTED]
Subject: RE: Short-Term Rentals- Draft City Ordinance- Comments - FROM KATHI COOK

Kathi,

Will short-term rental businesses be required to obtain a

business license from the City of Alpharetta?

Essie

<image001.jpg>

PO Box 176
Alpharetta GA 30009-0176

Esther R Escobedo (Essie)
Treasurer/FAC Bookkeeper
FACCOM Coordinator
770-442-9246
EssiEscoLLC@gmail.com

From: Cook, Kathi <Kcook@alpharetta.ga.us>
Sent: Tuesday, November 5, 2024 12:35 PM
To: Charlene Carswell [REDACTED]
Cc: [ra\[REDACTED\]](mailto:ra[REDACTED]); Woodman, Michael <mwoodman@alpharetta.ga.us>;
Shapiro, Lauren <LShapiro@alpharetta.ga.us>; julius [REDACTED];
[REDACTED] Clarendon, Greer <[REDACTED]>; The
Arbors HOA [REDACTED]; Anne Pappas [REDACTED];
[REDACTED]
Subject: Re: Short-Term Rentals- Draft City Ordinance- Comments - FROM KATHI COOK

Charlene
Yes HOA/POA will take precedence and it will be stated as such. Thanks

Sent from my iPhone

On Nov 5, 2024, at 12:07 PM, Charlene Carswell
[REDACTED] > wrote:

Hi, Kathi,

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3. Include approval from an HOA if the property is governed by one. (This is no different than a request for a building permit. A building permit will not be granted unless and until the HOA first approves the plan.)

We would also like to know what the penalty is for illegally operating a short-term rental. Is there a fine? Would there be a "cease and desist" order?

Thank you,

Essie

<image001.jpg>

PO Box 176

Alpharetta GA 30009-0176

Esther R Escobedo (Essie)
Treasurer/FAC Bookkeeper
FACCOM Coordinator

From: "Cook, Kathi" <Kcook@alpharetta.ga.us>
Date: October 23, 2024 at 7:10:26 PM EDT
To: [REDACTED]
Cc: "Woodman, Michael" <mwoodman@alpharetta.ga.us>, "Shapiro, Lauren" <LShapiro@alpharetta.ga.us>, julius [REDACTED], "Clarendon, Greer" [REDACTED], [REDACTED] m, The Arbors HOA [REDACTED], Charlene Carswell [REDACTED]
Subject: Re: Short-Term Rentals- Draft City Ordinance- Comments

Robin

Thank you for your comments, the ordinance does require an applicant provide proof that their HOA allows STR's. I'll get the draft sent to you and highlight the section. Our attorney should have all revisions complete by next Friday.

Best-

Kathi

Sent from my iPhone

On Oct 23, 2024, at 5:45 PM, [REDACTED] wrote:

Hello, I have read the proposed Ordinance regarding short term rentals (STR) and I do have 2 questions/concerns.

#1

I do not see where the ordinance defers to individual sub division Covenants regarding STR.

In 2022, Henderson Village spent considerable time, effort and money drafting and approving leasing

provisions which also address STR.
In short, we do NOT allow them, though 1 exists in our community (in place prior to the amendment on leasing restrictions).
I assume that our governing docs take precedence over the city ordinance...is this a correct assumption?
If so, lets make sure that people referring to the new ordinance understand that.
If that is not the case, that in fact the city over-rides what each sub division has in its governing docs then we have a bigger problem.

I would like to see the Ordinance include a reference to individual HOA or POA governing documents and indicate that those supersede the Ordinance.

#2

Also, STR- limit to 30 days? I contend the limit should be expanded to 60-90 days. If someone is there 31 days...that not short term but its certainly not a long term rental.

Please pass these comments forward to the correct persons.

Many Thanks,
Robin Peterson
President, Henderson Village Property Owners Assoc (HVPOA)

[REDACTED]

[REDACTED]

From: [REDACTED]
Sent: Wednesday, October 23, 2024 5:07 PM
To: [REDACTED]
Subject: Short-Term Rentals

Robin, need your input on this.
Essie

From: Shapiro, Lauren <LShapiro@alpharetta.ga.us>
Sent: Wednesday, October 23, 2024 1:55 PM
To: Essie Escobedo [REDACTED]
Cc: Woodman, Michael <mwoodman@alpharetta.ga.us>;
Cook, Kathi <Kcook@alpharetta.ga.us>

Subject: RE: Need your help once again

Hey Essie!

I am happy to address your concerns.

The agenda and agenda packet for the November 7th Planning Commission meeting will be published to the city's website. Typically, city staff publishes meeting agenda packets (which would have the draft of the text amendments and short-term rental ordinance) during the week prior to the scheduled public meeting.

Additionally, after further review on the website, there are some preliminary materials related to short-term rentals available at the website [here](#). I have copied our Director of Community Development, Kathi Cook, and her team on this email in case she might have additional details as well.

Lastly, State law requires that certain legal advertising is completed well in advance of a public meeting, and often, the legal advertisement in the newspaper is published before the agenda and meeting materials are published on the city's website. There is no state law requirement that we post our agenda or meeting materials on the city's website, but we do so not only to increase transparency to our residents, but to also encourage their participation and awareness of topics to be discussed during public meetings.

Please let me know if I can help with anything else.
Thank you!

Lauren

Lauren Shapiro
City Clerk

<image003.png>

P: 678.297.6003
E: lshapiro@alpharetta.ga.us

Office of City Clerk
2 Park Plaza
Alpharetta, GA 30009

From: Essie Escobedo [REDACTED]
Sent: Tuesday, October 22, 2024 5:20 PM

To: Shapiro, Lauren <LShapiro@alpharetta.ga.us>

Subject: Re: Need your help once again

Lauren, if the public meeting is announced in the newspaper, shouldn't it also be published on the alpha website? In getting the impression that there is an effort to keep us in dark and not have concerned citizens show up...

Also, we should be able to read the proposed changes to the ordinances prior to the meeting.

Essie

Essie Escobedo



On Tue, Oct 22, 2024, 5:08 PM Shapiro, Lauren
<LShapiro@alpharetta.ga.us> wrote:

Hey Essie!

Great questions – This will be discussed during the November 7 Planning Commission meeting.

Once the agenda has been published, it will be posted to this website:

<https://alpharettaga.portal.civicclerk.com/event/3204/files>

It likely will not be posted until Friday, November 1st. Please let me know if I can help with anything else!

Lauren

Lauren Shapiro
City Clerk

P: 678.297.6003

E: lshapiro@alpharetta.ga.us

Office of City Clerk
[2 Park Plaza](#)
[Alpharetta, GA 30009](#)

From: [REDACTED]

Sent: Sunday, October 20, 2024 9:42 AM

To: Shapiro, Lauren <LShapiro@alpharetta.ga.us>

Subject: Need your help once again

Hi Lauren,

I have been checking daily to see when the council will hold public hearings regarding short-term rentals. I cannot find anything on the City website.

However, I did see that there is a "Notice of Public Hearing" in the Oct 17 Alpharetta-Roswell Herald that there will be a public hearing on Nov 7. Is this for sure?

Where can I find the proposed text amendments?

I will be out of town and want to round up one of our board members to attend.

Thanks!

Essie

[REDACTED]

Esther R Escobedo (Essie)
Treasurer/FAC Bookkeeper

[REDACTED]

<image002.jpg>
<image003.png>
<image002.jpg>
<image003.png>

<image001.jpg>

From: [Cook, Kathi](#)
To: [Woodman, Michael](#); [Taylor, Elicia](#)
Subject: Fwd: Short-term rental limitations
Date: Thursday, October 3, 2024 4:35:19 PM

FYI
Sent from my iPhone

Begin forwarded message:

From: Roger Adams [REDACTED]
Date: October 3, 2024 at 4:08:05 PM EDT
To: "Cook, Kathi" <Kcook@alpharetta.ga.us>
Subject: Re: Short-term rental limitations



Thanks for the update, please make sure the new date and time are listed in the local paper.

Regards, Diane Adams

Sent from my iPhone

On Oct 3, 2024, at 11:57 AM, Cook, Kathi <Kcook@alpharetta.ga.us> wrote:

Diane,

I appreciate your comments, we plan to bring this back to planning commission and city council in November.

[REDACTED]

From: Roger & Diane Adams [REDACTED]
Sent: Thursday, October 3, 2024 11:55 AM
To: Cook, Kathi <Kcook@alpharetta.ga.us>
Subject: Short-term rental limitations

Good Morning Kathi,

I reside in Coldridge Forest (off Cumming Street) and our neighborhood of 100 homes does not have an HOA.

We currently have 3 short-term rentals: Jayne Ellen Way, John Christopher Drive and Denna Drive.

Many neighbors feel that is more than enough and have expressed support for the proposed ordinance.

I'm writing to ask for your support in managing these short-term rentals with licensing and a cap of no more than 5% per neighborhood.

Less would be even better!

I was at that meeting last October, along with some of my neighbors. We expressed our dislike with these short-term rentals.

We like to know who our neighbors are and enjoy having relationships with them.

Councilman Brian Will does not think a problem exists, however the smart solution is to head it off before it becomes a problem.

I don't feel it's a slippery slope at all... it's smart governing.

I'm not able to make the meeting tonight, but sincerely hope you will support this ordinance.

Respectfully,

Diane Adams
205 Jayne Ellen Way
Alpharetta GA 30009

From: [Woodman, Michael](#)
To: [David Horst](#)
Cc: [Taylor, Elia](#)
Subject: RE: STR Conditions
Date: Monday, October 21, 2024 9:31:11 AM
Attachments: [image001.png](#)

Good morning, David.

Thank you for the time to share your comments on the topic of Short-term Rentals. We will include your comments in the Board/Council agenda packets for this request as it moves through the public hearing process.

Best regards,



Michael Woodman, AICP
Planning & Development Services Manager
Community Development
City of Alpharetta
2 Park Plaza, Alpharetta, GA 30009
Ph. (678) 297-6072
mwoodman@alpharetta.ga.us

From: David Horst [REDACTED]
Sent: Saturday, October 19, 2024 1:25 PM
To: Woodman, Michael <mwoodman@alpharetta.ga.us>; dd.horst@yahoo.com
Subject: STR Conditions

This message needs your attention

i

- This is a personal email address.
- This is their first email to mwoodman@alpharetta.ga.us.

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Mr. Woodman,

We met at the October planning meeting when the STR topic had been postponed due to procedural issues, and I shared I didn't think I could make the 11/7 meeting due to business travel. You suggested I send my comments to you. That is the topic of this

message.

It seems to me there are three "issues" the city is trying to resolve.

1. Not knowing the neighbors b/c they change all the time (Jayne Ellen)
2. Preventing crazy parties (Windward)
3. Laying a foundation for future regulation that might (or might not) be necessary someday

I think regulation will create unintended consequences costing the city residents money for monitoring/enforcement, reducing tax revenues, and negatively impacting local businesses as a result of its implementation.

About me: I have 3 STRs on the same, short street. I believe my homes are among the most pristine in the neighborhood because that is how I earn my money. For my first STR, I turned an LTR, owned by an out of state owner that never saw or maintained the property, housed 2 young women that did drugs, and had rats and squirrels living in the attic. One of the neighbors saw how I improved the neighborhood and asked me if I'd take care of her house the same way. Ended up with a private sale and I've done the same with her property. The 3rd was a standard transaction. **Point:** STRs are not only bringing up the value of the neighborhood, but also improve the look & feel for the residents there.

Knowing your neighbors/Protecting the neighborhood: The neighborhood location is very close to downtown, and with no HOA protection, it is likely a developer will buy up the property to put multimillion dollar homes in its place someday. My neighbor, who has a LTR, explicitly said he's waiting for this payday. Because of the STRs though, it will be hard for that kind of action to happen. Therefore, multiple STRs bring value to a neighborhood like mine and protect it from being wiped out as has happened in Alpharetta numerous times already. Of the 50 or so homes in the neighborhood, there are less than 25% are owner occupied. So the issue of "knowing your neighbors" is a relative perception to an individual neighborhood. **Point:** STRs protect the neighborhood from redevelopment and do not decrease being neighborly.

Parties and STRs: The party issue sounds as if it happens every weekend in Windward. But per the City's and AirDNA's map, there are no STRs in Windward. If there are no registered STRs, putting STR restrictions will not improve that situation. And what is to stop an LTR from having a Superbowl party and having all of their friends over? Or a owner occupied home from doing the same? Or an owner occupied home with teenagers and parents go away for a month leaving the teenager at home (yes, this happens more than you think). What's to stop them from having a good time and having all their friends over? Finally, I and all of the STR owners I know, do not allow parties at our homes. It is not needed for our occupancy to stay high and adds business risk to the home. **Point:** Parties are not unique to STRs and regulating STRs in a place with no identifiable STRs will not logically improve that situation.

A resource to the community: STRs not only add value to the neighborhood, but also to the residents near & far. During the hurricanes this month, all of my STRs

housed people from Florida and South Carolina for a week or more. I also house local residents that are buying homes where construction is unfinished. Or, owners redoing floors seems to be a popular thing these days; the families don't want to live in the dust. And several of us, locally owned and individually managed STR owners, all work together to help the community if someone is asking for a place to stay but the particular home doesn't have the right timing. **Point:** As Alpharetta owners of STRs, we try to help each other out and are an asset to the community that alternatives cannot similarly support.

Regulation: As a group organizer of several STR owners, we are in agreement that self regulation in conjunction with city licensing is not unreasonable. Already, we probably do most or all of what the city is suggesting goes into an STR with the exception of a business license. Few (none?) of us are against registering our homes. But the overreach by the city to limit how we, the owners and residents of the city, invest our money to work towards our individual (retirement) goals is hard to understand. We are not only supporting Alpharetta with increased business to local restaurants and businesses, increased tax dollars for our city government, paying property taxes without exemptions that supports the schools, but also provide benefits to the families that come to visit loved ones that live in the city. **Point:** The city government is favoring a couple of individual city residents that are complaining about issues that are not unique to STRs by regulating all STRs, even those also owned by city residents. It is not only illogical, but also unfair that the City favors one type of resident over another.

Conclusion: *Throwing the baby out with the bathwater* has never been a good strategy. As such, I hope you'll consider that the year round benefits of all of the good STRs far outweigh the temporary issues that are complained about by an extremely small minority of the community. HOAs have the ability to regulate their own communities, and as far as I know, the city charter does not include being the master HOA for the city. If a rule does not have HOA support, it is not the responsibility of the city to tell the HOA how to "think". Please do not take on the burden of managing and enforcing rules that cause more harm than good, end up growing the government bureaucracy and costing all city tax payers more money with the main result being more red tape and burden put on city residents that have been good citizens and supporting families near and far.

Follow up: *Alpharetta, Georgia is not Destin, Florida.* I recall one Councilman saying in one of the meetings on this topic that his rental unit in Florida had issues resulting from STRs and therefore it is probably a problem in Alpharetta too (sooner or later). I want to remind him and all city members that Alpharetta is NOT a tourist destination as are many locations in Florida. We are a family town. The STRs here mostly or wholly support the families and businesses of Alpharetta and surrounding communities. I ask every guest that stays with me their reason for staying and I have the actual statistical data over 3 years. Not one of them was for the purpose of a spring break type experience that happens in other locations/states. Please keep the two completely separated and realize we are not the same and should not be looked at through the same lens. Further, I echo a different Councilman's concern that regulating "something that is not a problem" is not business friendly, but rather is a slippery slope.

What is to stop regulation in other business concerns that are also not actually impacted today? It is a poor use of public money and has virtually no incremental/additional value to the city, but hinders the cumulative benefits outlined above and more.

Sincerely,

David Horst, 11 year resident of Alpharetta
2010 Brooke Forest Ct.
Alpharetta, GA 30022
[REDACTED]

From: [Woodman, Michael](#)
To: [Taylor, Ellen](#)
Subject: Fred: Short-Term Rentals- Draft City Ordinance- Comments
Date: Wednesday, October 30, 2024 8:08:29 AM

From: [REDACTED]
Date: October 29, 2024 at 2:29:10 PM EDT
To: "Cook, Kathi" <Kcook@alpharetta.ga.us>
Cc: "Woodman, Michael" <mwoodman@alpharetta.ga.us>, "Shapiro, Lauren" <LShapiro@alpharetta.ga.us>,
[REDACTED]
Subject: RE: Short-Term Rentals- Draft City Ordinance- Comments

This message needs your attention

- This is a personal email address.
- mwoodman@alpharetta.ga.us never replied to this email address.

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Hi Kathi, Thanks for your email. I did not see anywhere in the proposed Ordinance that an application is required. That said, perhaps it is not the place for this requirement to appear though having it stated here may be useful so someone doesn't just pull up the ordinance and say here...look, its legal. If I did not know by reading this then I will assume others wont know either. To undo something is much harder then preventing it from starting to begin with.

As such, suggest/request that the "where as" statements be amended to include that an application is required and that an applicant must show proof of STR allowance.

Many Thanks,
Robin Peterson
President, Henderson Village Property Owners Assoc (HVPOA)
[REDACTED]



From: Cook, Kathi <Kcook@alpharetta.ga.us>
Sent: Wednesday, October 23, 2024 7:10 PM
To: [REDACTED]
Cc: Woodman, Michael <mwoodman@alpharetta.ga.us>; Shapiro, Lauren <LShapiro@alpharetta.ga.us>; julius
[REDACTED]

Subject: Re: Short-Term Rentals- Draft City Ordinance- Comments

Robin

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Best-

Kathi

Sent from my iPhone

On Oct 23, 2024, at 5:45 PM, [REDACTED] wrote:

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I do not see where the ordinance defers to individual sub division Covenants regarding STR.

In 2022, Henderson Village spent considerable time, effort and money drafting and approving leasing provisions which also address STR.

In short, we do NOT allow them, though 1 exists in our community (in place prior to the amendment on leasing restrictions).

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Many Thanks,

Robin Peterson

President, Henderson Village Property Owners Assoc (HVPOA)

[REDACTED]

<Image002.jpg>

From: [REDACTED]

Sent: Wednesday, October 23, 2024 5:07 PM

To: [REDACTED]

Subject: Short-Term Rentals

Robin, need your input on this.

Essie

From: Shapiro, Lauren <LShapiro@alpharetta.ga.us>

Sent: Wednesday, October 23, 2024 1:55 PM

To: Essie Escobedo <essiescoillc@gmail.com>

Cc: Woodman, Michael <mwoodman@alpharetta.ga.us>; Cook, Kathi <Kcook@alpharetta.ga.us>

Subject: RE: Need your help once again

Hey Essie!

From: "Cook, Kathi" <Kcook@alpharetta.ga.us>

Date: October 23, 2024 at 7:10:26 PM EDT

To: [REDACTED]

Cc: "Woodman, Michael" <mwoodman@alpharetta.ga.us>, "Shapiro, Lauren" <L.Shapiro@alpharetta.ga.us>, julius [REDACTED]

Subject: Re: Short-Term Rentals- Draft City Ordinance- Comments

Robin

Thank you for your comments, the ordinance does require an applicant provide proof that their HOA allows STR's. I'll get the draft sent to you and highlight the section. Our attorney should have all revisions complete by next Friday.

Best-

Kathi

Sent from my iPhone

On Oct 23, 2024, at 5:45 PM [REDACTED] wrote:

Hello, I have read the proposed Ordinance regarding short term rentals (STR) and I do have 2 questions/concerns.

#1

I do not see where the ordinance defers to individual sub division Covenants regarding STR.

In 2022, Henderson Village spent considerable time, effort and money drafting and approving leasing provisions which also address STR.

In short, we do NOT allow them, though 1 exists in our community (in place prior to the amendment on leasing restrictions).

I assume that our governing docs take precedence over the city ordinance...is this a correct assumption? If so, lets make sure that people referring to the new ordinance understand that.

If that is not the case, that in fact the city over-rides what each sub division has in its governing docs then we have a bigger problem.

I would like to see the Ordinance include a reference to individual HOA or POA governing documents and indicate that those supersede the Ordinance.

#2

Also, STR- limit to 30 days? I contend the limit should be expanded to 60-90 days. If someone is there 31 days...that not short term but its certainly not a long term rental.

Please pass these comments forward to the correct persons.

Many Thanks,

Robin Peterson

President, Henderson Village Property Owners Assoc (HVPOA)

Cell: 847-620-9386



From: [Woodman, Michael](#)
To: [Taylor, Elise](#)
Subject: FW: Short-Term Rentals- Draft City Ordinance- Comments - FROM KATHI COOK
Date: Thursday, October 31, 2024 8:29:16 AM
Attachments: [image002.png](#)
Importance: High

From: [REDACTED]
Sent: Thursday, October 31, 2024 7:54 AM
To: Cook, Kathi <Kcook@alpharetta.ga.us>
Cc: rapeterson44@gmail.com; Woodman, Michael <mwoodman@alpharetta.ga.us>; Shapiro, Lauren <LShapiro@alpharetta.ga.us>; 'ju [REDACTED]
[REDACTED]
Subject: FW: Short-Term Rentals- Draft City Ordinance- Comments - FROM KATHI COOK
Importance: High

This message needs your attention

- This is a personal email address.
- This is their first email to mwoodman@alpharetta.ga.us.

[Mark as Safe](#) [Report this Email](#)

Microsoft

Kathi,

Somerset at Henderson Village HOA is in complete agreement with Robin's comments. We too have a restrictive covenant against short-term rentals and leasing of any kind.

We advocate that short-term rental businesses:

- submit an application that will provide documentation that they have all of the requirements that any business must have to operate.
- Obtain a business license.
- Include approval from an HOA if the property is governed by one. (This is no different than a request for a building permit. A building permit will not be granted unless and until the HOA first approves the plan.)

We would also like to know what the penalty is for illegally operating a short-term rental. Is there a fine? Would there be a "cease and desist" order?

Thank you,

Essie


Somerset at Henderson Village
HOMEOWNER ASSOCIATION, INC.
PO Box 176
Alpharetta GA 30009-0176

Esther R Escobedo (Essie)
Treasurer/FAC Bookkeeper
FACCOM Coordinator
[REDACTED]
[REDACTED]

I am happy to address your concerns.

The agenda and agenda packet for the November 7th Planning Commission meeting will be published to the city's website. Typically, city staff publishes meeting agenda packets (which would have the draft of the text amendments and short-term rental ordinance) during the week prior to the scheduled public meeting.

Additionally, after further review on the website, there are some preliminary materials related to short-term rentals available at the website [here](#). I have copied our Director of Community Development, Kathi Cook, and her team on this email in case she might have additional details as well.

Lastly, State law requires that certain legal advertising is completed well in advance of a public meeting, and often, the legal advertisement in the newspaper is published before the agenda and meeting materials are published on the city's website. There is no state law requirement that we post our agenda or meeting materials on the city's website, but we do so not only to increase transparency to our residents, but to also encourage their participation and awareness of topics to be discussed during public meetings.

Please let me know if I can help with anything else. Thank you!

Lauren

Lauren Shapiro
City Clerk

P: 678 297 6003
E: lshapiro@alpharetta.ga.us

<image003.png>

Office of City Clerk
2 Park Plaza
Alpharetta, GA 30009

From: Essie Escobedo <[REDACTED]>
Sent: Tuesday, October 22, 2024 5:20 PM
To: Shapiro, Lauren <LShapiro@alpharetta.ga.us>
Subject: Re: Need your help once again

Lauren, if the public meeting is announced in the newspaper, shouldn't it also be published on the alpha website? In getting the impression that there is an effort to keep us in dark and not have concerned citizens show up. Also, we should be able to read the proposed changes to the ordinances prior to the meeting
Essie

Essie Escobedo
[REDACTED]
[REDACTED]
[REDACTED]

On Tue, Oct 22, 2024, 5:08 PM Shapiro, Lauren <LShapiro@alpharetta.ga.us> wrote:



Hey Essie!

Great questions – This will be discussed during the November 7 Planning Commission meeting.

Once the agenda has been published, it will be posted to this website
<https://alpharettaga.portal.civicclerk.com/event/3204/files>

It likely will not be posted until Friday, November 1st. Please let me know if I can help with anything else!

Lauren

Lauren Shapiro
City Clerk



P: 678.297.6003
E: lshapiro@alpharetta.ga.us

Office of City Clerk
2 Park Plaza
Alpharetta, GA 30009

From: [REDACTED]
Sent: Sunday, October 20, 2024 9:42 AM
To: Shapiro, Lauren <lshapiro@alpharetta.ga.us>
Subject: Need your help once again

Hi Lauren,

I have been checking daily to see when the council will hold public hearings regarding short-term rentals. I cannot find anything on the City website.

However, I did see that there is a "Notice of Public Hearing" in the Oct 17 Alpharetta-Roswell Herald that there will be a public hearing on Nov 7. Is this for sure?

Where can I find the proposed text amendments?

I will be out of town and want to round up one of our board members to attend.

Thanks!

Essie



PO Box 176
Alpharetta GA 30009-0176

Esther R Escobedo (Essie)
Treasurer/FAC Bookkeeper
FACCOM Coordinator





STAFF REPORT

Department: Public Safety
Submitted By: Stephanie Cochran
Meeting Date: December 2, 2024

AGENDA ITEM:

Purchase Approval: Vehicle Replacement for Public Safety Department Fleet

Consideration of approval of the purchase of four (4) 2024 Tesla Model Y, totaling \$332,404.00, and the upfitting of these vehicles from Upfit (Unplugged Performance) under a sole provider stipulation, with an additional amount of \$13,906.70 for charging infrastructure to total \$346,310.70 and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the purchase of four (4) 2024 Tesla Model Y and the upfitting of these vehicles, totaling \$332,404.00, with an additional amount of \$13,906.70 for charging infrastructure for a total of \$346,310.70. Authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: THE PROJECT'S TOTAL COST IS \$346,910.70, WHICH INCLUDES THE FOUR (4) VEHICLES, UPFIT, AND CHARGING INFRASTRUCTURE.

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Fleet Replacement (Federal Tax Credits; 30131150-542200-C2526)	\$30,000
Fleet Replacement (30131150-542200-C2526; new account)	\$316,310.7
Fleet Replacement (30131150-542200-C2504; general fleet replacement account)	-\$316,310.70

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Fleet Replacement (Federal Tax Credits; 30131150-332200-C2526)	\$30,000
-	-\$
-	-\$

ITEM DESCRIPTION:

The Department of Public Safety seeks approval to purchase four (4) 2024 Tesla Model Y with the upfitting from Upfit (Unplugged Performance).

Details:

1. Vehicle Allocation:

- The four (4) Tesla Model Y are intended to replace older fleet vehicles, including:
 - Two (2) patrol vehicles
 - Two (2) administration vehicles

2. Cost Breakdown: \$348,310.70

- The total cost for the four (4) Teslas with upfitting is \$332,404.00. (\$304,404.00 after Federal Tax Credit)

- .The cost for charging infrastructure is \$13,906.70

3. Background:

- The Tesla Model Y is the best-selling car in the world and 2nd best-selling in the United States.
- Tesla cars and the aftermarket equipment to upfit them are immediately available in contrast to legacy car manufacturers and parts vendors.
- EV's have traditionally been more expensive than ICE vehicles, but the economy of scale and demand Tesla has created have brought the purchasing price in line with other similarly equipped vehicles.
- Consumer Reports recently identified Tesla as the cheapest vehicle to maintain over 10 years, with an average cost of \$4,035 over that span.
- Tesla requires minimal maintenance compared to ICE vehicles.
- The Tesla Model Y is an IIHS top safety pick+, has an NHTSA 5-star safety rating, and has the lowest rollover risk of any SUV recorded to date by the NHTSA.
- Police cars are often required to run all day, burning fuel to keep sensitive electronic equipment functioning. A Tesla will keep the same equipment functioning with lower energy costs and no emissions.

UP.FIT Next-Gen Patrol vehicles are turnkey, with custom-engineered components, upgrades, and enhancements designed to adhere to the highest standards and quality. UP.FIT vehicles are designed to cater to the enhanced needs of first responders while respecting the Tesla vehicle architecture and intentionally maintaining the operation of components, vehicle design aspects, and safety systems. UP.FIT works hard to maintain the vehicle warranty, and functionality of these vehicles as they were designed by Tesla. This means things like roof glass are still on this vehicle to ensure the safety and standards are still present on our vehicles. We take this a step further, by increasing the vehicle safety where UP.FIT can, with upgraded and enhanced braking or suspension systems, and ensuring police equipment can remain operational, even when the car "goes to sleep". Additionally, UP.FIT designs and engineers all of these upgrades and enhancements, in-house, or partners with the best manufacturers in the world, to ensure our vehicles are of the highest standards possible, which means safer, more reliable vehicles on the road, keeping first responders, and the community safe, while saving money on maintenance and fuel.

Funding: Funding for purchasing these vehicles (including upfitting) is being provided through the PS FY25 Fleet Replacement account.

ALTERNATIVES:

Council could deny the purchase of these four (4) Teslas.

ATTACHMENTS:

1. Estimate 4635 - Alpharetta UP.FIT Tesla Launch - Alpharetta PD - No Vehicle 11.01.2024



Unplugged Performance
Tesla Approved Body Shop -
Whelen Certified Installer -
3523 Jack Northrop Ave
Hawthorne, CA 90250
(213) 493-6323
info@unpluggedperformance.com

Estimate #4635

Created: 10/31/2024 03:16 PM PDT
Payment Term: On Receipt
Service Writer: James Hedland

Alpharetta PD
Alpharetta, GA

2024 UP.FIT Model Y Patrol - Turnkey

2024 Tesla Model Y Long Range AWD
Black Exterior
Black Interior
Standard Autopilot

Special Tesla Options:
Trailer Hitch

Tesla vehicles are manufactured and delivered directly to UP.FIT for vehicle upfitting, graphics installation, inspection and validation prior to delivery to end-user.

Exterior:

- UP.FIT 18" Forged Police Wheel + Pursuit Rated Tires (Tougher than steel, with better drag-coefficient, and increased side-wall for patrol use + ability to handle our upgraded braking systems)
- UP.FIT Pursuit Braking & Suspension Package 1 (Incl. Upgraded Brake Pads, Upgraded Thermal Capacity Brake Fluid (DOT 4), Rear Sway Bar)
- Front-mounted multi-angle warning lights (No Push-Bar)
- Fender-mounted spotlight & wigwag system (remotely operated)
- Tesla OEM A-Pillar is not obstructed or modified, to maintain vehicle safety, homologation and warranty
- Custom-integrated high & low-frequency siren system (Our design, means lower drag by being internally mounted, with zero compromise of sound level, also leading to less weather damage)
- Roof-mounted, low-profile light bar with color warning lights, + scene lighting / ally lights
- Tesla OEM Structural Glass Roof Maintained for Safety & Warranty Compliance
- Custom-engineered side-skirt color warning lights + scene lighting / ally lights
- C-Pillar color warning lights + scene lighting / ally lights
- Rear-facing hatch warning lights + hatch open warning lights
- Department Specific Livery / Graphics (Conspicuity Markings)
- Front Fender and Hood Paint Protection Film (Prevents Dents / Scratches / Dings + Keeps items from sliding off of hood)

Interior:

- Patrol-ready center console, with T-rail mounting system
- 21 Button & Toggle Switch lights and siren controller
- Remote fender-spotlight controller
- Custom Engineered UP.FIT Dual Wireless Phone Charger System
- USB-C accessory charging outlets (x2)
- Motorola Radio preparation (Motorola Equipment to be provided by Customer)
- High-power radio-ready / compliant & tested
- Laptop / MDC Mount (Excludes computer or power equipment)
- Laptop / MDC Power Supply (Power + Ground - Customer to supply power for specific MDC)
- Communication antennas in discreet, non-visible placement (Customer to provide)
- Front driver & passenger area red/white switchable lighting
- Front compartment mounted Rifle Mount
- Dual Rear Seat Prisoner Partition
- Replacement Rear Door Cards
- UP.FIT Power Systems
- UP.FIT Wiring Package including custom UP.FIT Wire Harness, and integration for all wiring
- UP.FIT Testing & Validation
- UP.FIT #InsomniaMode to keep systems running 24/7
- Whelen Core lights & siren computer (including programming)
- Rear hatch-mounted cargo area red/white switchable lighting



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2024 UP.FIT Model Y Patrol - Turnkey

To be included at delivery:

- Owners Manual
- Technical Specifications Sheet
- Technical Maintenance Guidance
- UP.FIT Electrical Schematic and Wiring Diagram
- Warranty Information
- Fleet Management Guidance
- 1-1 Training for vehicle operation
- Pre-Delivery Inspection Results via Tesla Certified Team

Lighting Configuration:

Red / Blue Primary Warning Lights + White Override where applicable

Available Recommended Options:

- UP.FIT Pursuit Braking & Suspension Package incl. Unplugged Performance 6 piston Big Brake Kit with High Temp Fluid, Upgraded Stainless Brake Lines, Thermally upgraded pads, and steel or option carbon rotors,
- Exclusive Designed NIJ III+ Ballistics on Front Driver & Passenger Door (Hot-Swappable on exterior of vehicle)
- Digital License Plate
- UP.FIT Software Suite including Vehicle monitoring, data reporting, analytics, anti-theft mode, live map with vehicle location information, ability to distribute "digital" keys wirelessly, and more
- UP.FIT Enhanced Training & EVOC Course, available regionally
- UP.FIT Maintenance Training Program to ensure maintenance staff know how to maintain your new next-gen fleet
- UP.FIT FTO Enhanced Training
- Infrastructure / Charging planning and approval support
- Sole Source Justification Letter
- Financial Services Options for leasing, financing, etc.

IMPORTANT NOTE:

UP.FIT Next-Gen Patrol vehicles, are made turnkey, with custom engineered components, upgrades and enhancements, designed to adhere to the highest standards, and quality available. Our vehicles, are designed to cater to the enhanced needs of First-Responders, and do so while respecting the Tesla vehicle architecture, and intentionally maintaining the operation of components, vehicle design aspects, and safety systems. Unlike other upfitters, we work hard to maintain the vehicle warranty, and functionality of these vehicles as they were designed by Tesla. This means, things like roof glass, are still on this vehicle, to ensure the safety homologation and standards are still present on our vehicles. We take this a step further, by increasing the vehicle safety where we can, with upgraded and enhanced braking or suspension systems, and ensuring police equipment can remain operational, even when the car "goes to sleep". Additionally, we design and engineer all of these upgrades, enhancements, in house, or partner with the best manufacturers in the world, to ensure our vehicles are the highest standards possible, which means safer, more reliable vehicles on the road, keeping first-responders, and the community safe, while saving money on maintenance and fuel.

	Description	Price	QTY	Subtotal
1	2024 Model Y LR AWD <i>Note: 2024 Model Y Long Range</i>	\$52,130.00	2	\$104,260.00
2	Vehicle Up.Fit	\$30,480.00	2	\$60,960.00
3	UP.FIT Custom Craftsmanship & Labor	\$15,100.00	2	\$30,200.00
				Total: \$195,420.00

2024 UP.FIT Admin - Turnkey

2024 Tesla Model Y Long Range AWD
Stealth Gray (Included)
Black Interior



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Estimate #4635

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2024 UP.FIT Admin - Turnkey

Standard Autopilot

Special Tesla Options:
Trailer Hitch

Exterior:

Front Fascia Waring Lights in a discreet placement
Rear Trunk Warning Lights
UP.FIT 18" Forged Police Wheel + Pursuit Rated Tires (or similar)
Custom-integrated high-frequency siren system
Rear-facing hatch warning lights + hatch open warning lights

Interior Window Tint Application:

Window tint application shall not exceed 35% visible light transmittance.

- A) Windshield above the OEMs AS-1 line to conceal the visor lights
- B) Front Driver & Passenger Windows

Interior:

Front Inner-Edge Windshield Warning Lights
Rear Inner-Edge Hatch Glass Warning Lights
Siren Keypad Controller
Rear hatch rear-facing Warning Lights (ION - Amber / Blue) w/ manual override switch
Radio Communications Systems Install (Customer to Provide Parts)
UP.FIT Wiring Package
UP.FIT Testing & Validation
UP.FIT #InsomniaMode to keep systems running 24/7
Whelen Core lights & siren computer (including programming)

Lighting Configuration:

Red / Blue Primary Warning Lights + White Override where applicable

To be included at delivery:

Owners Manual
Technical Specifications Sheet
Technical Maintenance Guidance
Warranty Information
Fleet Management Guidance
EVOC Training Invitation (offered by Up.Fit at an additional cost)
EVOC Partnership (We will partner with an agency-provided EVOC instructor to ensure proper operation of vehicle)
1-1 Training for vehicle operation (offered by Up.Fit at an additional cost)
Quality Control

	Description	Price	QTY	Subtotal
1	2024 Model Y Long Range AWD	\$49,630.00	2	\$99,260.00
2	Vehicle UP.FIT Components	\$12,857.00	2	\$25,714.00
3	UP.FIT Custom Craftsmanship & Labor	\$6,005.00	2	\$12,010.00
				Total: \$136,984.00

Vehicle Purchase & Upfitting Agreement

****VEHICLE PURCHASE AND UPFITTING AGREEMENT****



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info@unpluggedperformance.com

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Vehicle Purchase & Upfitting Agreement

1. Description of Vehicle and Upfitting Services:

The Seller agrees to sell to the Buyer, and the Buyer agrees to purchase from the Seller, a vehicle to be described in further detail in an exhibit attached hereto (the "Vehicle"). The Seller further agrees to upfit the Vehicle according to the specifications outlined in Exhibit A attached hereto (the "Upfitting Services").

2. Purchase Price:

The total purchase price for the Vehicle and the Upfitting Services shall be specified in the exhibit attached hereto. Payment shall be made by the Buyer to the Seller in accordance with the payment terms specified in the exhibit. Payment is due upon acceptance of the contract unless otherwise stipulated or specified in the invoice details.

3. Delivery:

Delivery of any vehicle must occur directly to Unplugged Performance for the purposes of vehicle upfitting. If the vehicle is new, it must be delivered directly from the manufacturer. Delivery of the vehicle to the buyer will occur after the completion of vehicle upfitting and inspection approval by both the buyer and seller. Additional vehicle logistics come with additional expense and should be considered.

4. Inspection and Acceptance:

Upon upfit completion, the Buyer shall have a specified period of time to inspect the Vehicle and the Upfitting Services. If the Buyer determines that the Upfitting Services do not conform to the specifications outlined in the exhibit, the Seller shall make reasonable efforts to address any deficiencies. Any adjustments requested or alterations beyond the quoted work to be performed may incur additional costs, subject to mutual agreement between the Buyer and Seller.

5. WARRANTY INFORMATION:

Vehicle Warranty:

Tesla / OEM Standard Warranty: The vehicles we upfit will maintain their warranty within the scope of the Tesla / OEM Warranty Terms & Conditions, which can be referenced [here](<https://www.tesla.com/support/vehicle-warranty>).

Specialty Equipment Installation & OEM Warranty:

Unplugged Performance, UP.FIT, as a Tesla Certified Body Shop, has extensive knowledge and know-how in specialty equipment specific for enhancement with specialty use cases, such as police upfitting. Our extensive understanding of Tesla schematics, components, and technical know-how allows us to closely understand how to ensure the Tesla / OEM Warranty is maintained within the highest standard and function possible.

In addition to our extensive efforts to make our technical upgrades Tesla Warranty Friendly, there are additional legal protections for any vehicle owner who has upgraded their vehicle to ensure that the OEM Warranty is not affected adversely. Further information about these protections can be referenced by The Magnuson-Moss Warranty Act (P.L. 93-637) a United States federal law (15 U.S.C. § 2301 et seq.). Enacted in 1975, the federal statute governs warranties on consumer products.

UP.FIT Warranty:

- The Seller warrants that the upfitting work will be performed in a professional manner and that all upfitting components and parts installed by the Seller will be free from defects in materials and workmanship.

Parts Warranty:

- Most upfitting components and parts typically have a 2 - 10 year warranty depending on several variables. However, different manufacturers of subcomponents offer different warranties. To ensure you have the most up-to-date warranty information, please reference the individual manufacturers for each component via their website or contact page. Below are links to warranty information for select manufacturers:

- Whelen: <https://www.whelen.com/support-training/whelen-warranty/>

- Setina: <https://setina.com/>



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Service Writer: James Hedland

Vehicle Purchase & Upfitting Agreement

- Unplugged Performance: https://unpluggedperformance.com/terms-and-conditions/

6. Mutual Nondisclosure Commitment:

This section outlines the mutual agreement of nondisclosure between the parties, ensuring the protection of each party's confidential and proprietary information, which includes but is not limited to proprietary installations, equipment, processes, methods, designs, tools, and intellectual property utilized by Unplugged Performance in their services.

We partner closely with vendors and other manufacturers, and the data and pricing shared may include data that is presented to us by those parties. This Non-disclosure clause shall extend to all data that includes any partnership, collaboration, or data we acquire from 3rd party vendors, OEMs, etc.

Both parties agree to:

- Keep all Confidential Information in strict confidence.
- Not disclose such information to any third party without prior written consent.
- Use the Confidential Information solely for the purpose of the specified business relationship.
- Prevent unauthorized use or reproduction of the other party's Confidential Information.
- Return or destroy all Confidential Information upon termination of the business relationship or upon request.

This commitment is integral to maintaining the proprietary nature of the services and offerings provided by each party and is effective for 10 years, from the last disclosure of any Confidential Information.

7. Vehicle Procurement and Logistics Process:

Unplugged Performance has a unique and extensive specialty understanding of the procurement of Electric Vehicles, direct from the manufacturer, specifically Tesla vehicles. We strongly encourage that procurement take place by Unplugged Performance to ensure that all of these complex variables are simplified.

Regardless of who purchases the vehicle, both the Buyer and Seller must be involved in the procurement planning and logistics to ensure no delays, additional complexities, or expenses are incurred by any party. Effective coordination between the Buyer and Seller is essential to facilitate seamless vehicle procurement and logistics.

This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior agreements and understandings regarding the same. Any modifications to this Agreement must be in writing and signed by both parties.

Description	Price	QTY	Subtotal
1 Acceptance		1	\$0.00
			Total: \$0.00

Payment Instructions

Payment Instructions:

BANK WIRE TRANSFER INFORMATION

Bank Name: Bank of America
Bank Phone: 213.605.4920
Location: 1450 W. Redondo Beach Blvd.
Gardena, California 90247, USA
Account Name: Unplugged Performance Inc.
Routing Number: 121000358
Account Number: 325144002319



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(213) 493-6323
info@unpluggedperformance.com

Estimate #4635

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Service Writer: James Hedland

Payment Instructions

Swift: BOFAUS3N
Zelle: accounting@unpluggedperformance.com
Company Information:
Unplugged Performance Inc.
3523 Jack Northrop Ave
Hawthorne, CA 90250, USA
Tel: 213-493-6323
Hours: M-F 9:00AM - 5:30PM PST

Please note there are generally additional fees charged by your financial institution for the wire transfer service, and these fees are the sender's responsibility. Please email a copy of the receipt for wire transfer to us at accounting@unpluggedperformance.com to ensure prompt crediting of your account.

Description	Price	QTY	Subtotal
1 -		1	\$0.00
			Total: \$0.00

Additional Terms

Notwithstanding anything herein to the contrary, this Vehicle Purchase & Upfitting Agreement is governed by the laws of the State of Georgia to the extent that such laws apply to the City as a municipality of Georgia and as a party to this Agreement. Unplugged Performance acknowledges that City's disclosure of documentation is governed by Georgia's Open Records Act, and Unplugged Performance further acknowledges that if Unplugged Performance submits records containing trade secret information, and if Unplugged Performance wishes to keep such records confidential, Unplugged Performance must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

Description	Subtotal
	Total: \$0.00

****Estimate Validity:**** Unless otherwise indicated above, estimates are approximations and may change due to unforeseen issues. If listed, an expiration date on pricing should be considered the final date a listed price is valid until. If you approve this estimate, you authorize the outlined repair work and material procurement, including vehicle operation for testing. A revised estimate will be provided for additional repairs upon request if modifications or change orders are requested.

****Parts Policy:**** All parts are new unless stated otherwise. Deposits for parts orders are non-refundable. No returns or refunds on special order, painted, or electrical parts. No warranty on used or customer-supplied parts.

****Liability Waiver:**** Unplugged Performance is not liable for vehicle loss, damage, or personal items left in the vehicle beyond our control. We are not responsible for delays due to parts availability or shipping.

Ensure your vehicle is fully insured during service.

****Damage and Repairs:**** Report pre-existing damage upon arrival. We are not responsible for pre-existing conditions or cleanliness. Damage claims must be made at pickup; later claims will not be accepted.

****Service Timeframe:**** Estimated work times are not guaranteed. We are not liable for scheduling conflicts or costs due to altered timelines.

****Payment and Liens:**** You agree to pay as estimated. Failure to pay may result in an automotive lien.

Parts	\$332,404.00
Labor	\$0.00
Subtotal	\$332,404.00
Tax	\$0.00
Grand Total	\$332,404.00
Paid To Date	(\$0.00)

REMAINING BALANCE	\$332,404.00
--------------------------	---------------------



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Service Writer: James Hedland

****Safety and Modifications:**** You waive liability for issues arising from ignored safety recommendations or modifications made against our advice. Unplugged Performance shall not be held liable, for issues that occur outside of our control.

****Recommended Services:**** A four-wheel alignment is advised for vehicles that are lowered, lifted, or have new wheels and suspension modifications for even tire wear.

****Pricing Adjustments:**** Prices may change due to labor rates, tax adjustments, or parts pricing fluctuations. Confirm appointment and pricing details in advance.

****Fleet Customer Notice:**** Prices may change based on the estimate date. Customers are responsible for any price differences at contract acceptance or delivery, excluding taxes, fees, and incentives which must be verified by the customer. Unless otherwise stipulated above, estimates should not be considered final, until agreed upon between the Buyer and Seller.

Signature _____

Approved as to substance:

Chris Lagerbloom, City Administrator

Approved as to form:

City Attorney



STAFF REPORT

Department: Public Works
Submitted By: Will Eberly
Meeting Date: December 2, 2024

AGENDA ITEM:

Webb Bridge Road/Webb Bridge Way Landscape Installation

Consideration of approval of a contract award for Webb Bridge Road Landscaping to Russell Landscape for an amount not to exceed \$181,219.28 for the purchase, installation, and watering of trees and other plants at the newly constructed Webb Bridge Road corridor improvements at the easternmost phase of the project, including the roundabout at the intersection of Webb Bridge Way, and authorize the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Please award Webb Bridge Road Landscaping to Russell Landscape for an amount not to exceed \$181,219.28 for the purchase, installation, and watering of trees and other plants at the newly constructed Webb Bridge Road corridor improvements at the easternmost phase of the project, including the roundabout at the intersection of Webb Bridge Way, and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: \$181,219.28

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Webb Bridge Rd Corridor Improvements / 33541100 - 541410 - C2229	\$181,219.28

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
n/a	\$0.00

ITEM DESCRIPTION:

The easternmost phase of the Webb Bridge Road corridor improvements are complete to the level that landscape installation can begin within the newly constructed landscape areas, which includes the new roundabout at the intersection of Webb Bridge Road and Webb Bridge Way. Landscape will be installed in two phases. The first phase will include tree planting this fall/winter. The second phase will take place in April 2025 and will include planting shrubs and groundcovers. These planting schedules comply with the City's landscape specifications.

The tree planting phase includes the installation of 53 trees and root barrier to protect curb and sidewalk. Deciduous and evergreen tree species have been selected, including varieties of oaks, elms, bald cypress, holly and other species. Tree selection was based on the planting environments, utilities, and data such as best species performance on similar City projects.

The shrub and ground cover phase includes the installation of a combination of evergreen shrubs, ornamental grasses, flowering perennials, ground covers, and hardwood mulch. The total of plants installed will number just over 3,500.

The Department of Public Works prepared landscape plans and specifications requiring the plant stock must comply

with the American Standard for Nursery Stock (ANSI Z60.1-2014). Specifications also include detailed watering requirements and a two-year warranty for all trees. ANSI standards and well-defined watering requirements help ensure a successful and high-quality landscape product for Alpharetta residents and visitors.

The work proposals were provided in accordance with the City's On-Call Landscape Installation Contract with Russell Landscape (#22-104/22-105). Pricing has been reviewed by City staff and is found to be competitive based on current market conditions and FY 2024 landscape project costs. Watering per City specifications is included for all trees and other plants within the project. Maintenance of the new landscape is accounted for in the existing Citywide Landscape Maintenance contract.

The City's Urban Forestry Program Manager will act as the City's project manager throughout all phases of the project, including installation, watering and warranty period. All tree installation is projected to be completed by February 23, 2025 and all other plant installation is projected to be completed by April 30, 2025. Russell Landscape is required to acquire Payment & Performance Bonds for both phases of the contract.

ALTERNATIVES:

Do not award the landscape installation.

ATTACHMENTS:

1. Landscape Pricing for WBR
2. Plan for Council

FY 2025 - TREE PLANTING at Webb Bridge Rd

ITEM	MATERIALS QTY	MATERIALS UNIT PRICE INCLUDING MARKUP, TRAFFIC CONTROL, BED PREP, FREIGHT, MULCH, ETC.	TOTAL MATERIALS COST (QTY X UNIT PRICE)	TOTAL LABOR BASED ON LINE ITEM QTY	TOTAL MATERIALS + OTHER COSTS + TOTAL LABOR
Webb Bridge Rd Phase 2A					
Instllation of Aeryn Trident Maple, Acer buergerianum 'Aeryn', 3" caliper, full and balanced canopy, spaced per plans	1	\$ 579.00	\$ 579.00	\$ 165.00	\$ 744.00
Instllation of Green Castle Holly, Ilex x wandoensis 'Oostanuala', 3" caliper, STANDARD, full and balanced canopy, spaced per plans	2	\$ 980.00	\$ 1,960.00	\$ 330.00	\$ 2,290.00
Instllation of Taylor Eastern Red Cedar, Juniperus virginiana 'Taylor', 8' ht., full with dense foliage throughout, spaced per plans	12	\$ 548.00	\$ 6,576.00	\$ 2,400.00	\$ 8,976.00
Instllation of Rotundiloba Sweetgum, Liquidambar styraciflua 'Rotundiloba', 3" caliper, full and balanced canopy, spaced per plans	5	\$ 585.00	\$ 2,925.00	\$ 825.00	\$ 3,750.00
Instllation of Keltyk Sweetbay Magnolia, Magnolia virginiana 'Keltyk', 3" caliper, full and balanced canopy, spaced per plans	6	\$ 660.00	\$ 3,960.00	\$ 990.00	\$ 4,950.00
Instllation of Contemplation Parrotia, Parrotia persica 'Contemplation' 3" caliper, full and balanced canopy, spaced per plans	6	\$ 1,055.00	\$ 6,330.00	\$ 990.00	\$ 7,320.00
Instllation of Highbeam Overcup Oak, Quercus lyrata 'QLFTB', 4" caliper, full and balanced canopy, spaced per plans	3	\$ 1,245.00	\$ 3,735.00	\$ 495.00	\$ 4,230.00
Instllation of Epic Red Oak, Quercus x 'QREP20', 3" caliper, full and balanced canopy, spaced per plans	3	\$ 960.00	\$ 2,880.00	\$ 495.00	\$ 3,375.00
Instllation of Pond Cypress, Taxodium ascendens, 3" caliper, full and balanced canopy, spaced per plans	10	\$ 695.00	\$ 6,950.00	\$ 1,650.00	\$ 8,600.00
Installation of Green Whisper Bald Cyprees, Taxodium distichum 'JFS-SGPN', 3" caliper, full and balanced canopy, spaced per plans	2	\$ 600.00	\$ 1,200.00	\$ 330.00	\$ 1,530.00
Instllation of Creole Queen American Elm, Ulmus americana 'UASNZ', 3" caliper, full and balanced canopy	3	\$ 1,055.00	\$ 3,165.00	\$ 495.00	\$ 3,660.00
Installation of Root Barrier - Century Products CR1820 or similar if approved by City. Qty = Installed Price per 20' Roll	90	\$ 96.00	\$ 8,640.00	\$ 18,900.00	\$ 27,540.00
SUBTOTAL					\$ 76,965.00

Watering Services

Watering Bags (1 15-gal bag per 3" tree, 2 15-gal bags per 4" tree, 1 15-gal donut per Taylor red cedar)	LS				\$ 2,854.00
Year-One Watering: Hand Watering Visits (Includes moisture readings to determine if watering is needed)	71	\$ 380.00	\$ -	\$ -	\$ 26,980.00
Year-Two Watering: Installation of Tree Diapers 36"	53	\$ 106.00	\$ 5,618.00	\$ 2,252.00	\$ 7,870.00
SUBTOTAL					\$ 37,704.00

TOTAL	\$ 114,669.00
P&P Bond	\$ 1,602.00
GRAND TOTAL	\$ 116,271.00

FY 2025 SHRUB AND GROUNDCOVER PLANTING at Webb Bridge Rd (APRIL 2025)

KEY	COMMON NAME	LATIN NAME	SIZE & PLANTING SPECS	QTY	MATERIALS UNIT PRICE INCLUDING MARKUP, TRAFFIC CONTROL, BED PREP, FREIGHT, ETC	TOTAL MATERIALS COST (QTY X UNIT PRICE	TOTAL LABOR BASED ON LINE ITEM QTY	TOTAL MATERIALS + OTHER COSTS + TOTAL LABOR
bes	Black-Eyed Susan	Rudbeckia fulgida var. sullivantii 'Goldsturm'	1 gal, full, planted 24" o.c.	257	\$ 8.87	\$ 2,279.59	\$ 855.81	\$ 3,135.40
cfl	Crimson Fire Loropetalum	Loropetalum chinense var. rubrum 'PIILC-I'	3 gal, full, planted 36" o.c.	112	\$ 21.87	\$ 2,449.44	\$ 465.92	\$ 2,915.36
epp	Emerald Pink Phlox	Phlox subulata 'Emerald Pink'	1 gal, full, planted 24" o.c.	252	\$ 9.90	\$ 2,494.80	\$ 630.00	\$ 3,124.80
hfg	Hameln Fountain Grass	Penniestum alopecuroides 'Hameln'	1 gal, full, planted 24" o.c.	12	\$ 11.47	\$ 137.64	\$ 60.00	\$ 197.64
ka	Kaleidoscope Abelia	Abelia x grandiflora 'Kaleidoscope'	3 gal, full, planted 36" o.c.	100	\$ 31.35	\$ 3,135.00	\$ 416.66	\$ 3,551.66
kfg	Karl Foerster Grass	Calamagrostis x acutiflora 'Karl Foerster'	1 gal, full, planted 24" o.c.	111	\$ 12.37	\$ 1,373.07	\$ 369.63	\$ 1,742.70
lmv	Variegated Liriope	Liriope muscari 'Variegata'	4" pot, full, planted 18" o.c.	13	\$ 42.00	\$ 546.00	\$ 260.00	\$ 806.00
ls	Creeping Lilyturf	Liriope spicata	4" pot, full, planted 18" o.c.	120	\$ 41.40	\$ 4,968.00	\$ 2,400.00	\$ 7,368.00
msd	Mrs. Schillers Delight	Viburnum obovatum 'Mrs. Schiller's Delight'	3 gal, full, planted 36" o.c.	172	\$ 18.06	\$ 3,106.32	\$ 715.52	\$ 3,821.84
np	Northwinds Panicum	Panicum virgatum 'Northwinds'	1 gal, full, planted 36" o.c.	16	\$ 12.37	\$ 197.92	\$ 53.44	\$ 251.36
rca	Rose Creek Abelia	Abelia x grandiflora 'Rose Creek'	3 gal, full, planted 36" o.c.	116	\$ 18.45	\$ 2,140.20	\$ 483.32	\$ 2,623.52
NOTE: QUANTITY SHOWN FOR LMV AND LS IS FOR FLATS OF 18							SUBTOTAL	\$ 29,538.28

OTHER SERVICES

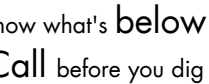
Install 1,600-1,750 lb Landscape Boulders in Roundbabout per Plans	9	\$ 287.50	\$ 2,587.50	\$ 1,687.50	\$ 4,275.00
Install Brown Hardwood Mulch to Planting Beds - Quantity shown in Cubic Yards	108	\$ 35.00	\$ 3,780.00	\$ 2,700.00	\$ 6,480.00
Year-One Watering: Hand Watering Visits per City Specifications (Includes moisture readings to determine if watering is needed)	48	\$ -	\$ -	\$ 23,760.00	\$ 23,760.00
				SUBTOTAL	\$ 34,515.00

TOTAL	\$ 64,053.28
P&P Bond	\$895.00
GRAND TOTAL	\$ 64,948.28



Phone: 678-297-6200
Fax: 678-297-6201

FY2025 LANDSCAPE PLANS
WEBB BRIDGE RD - PH 2A
CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA



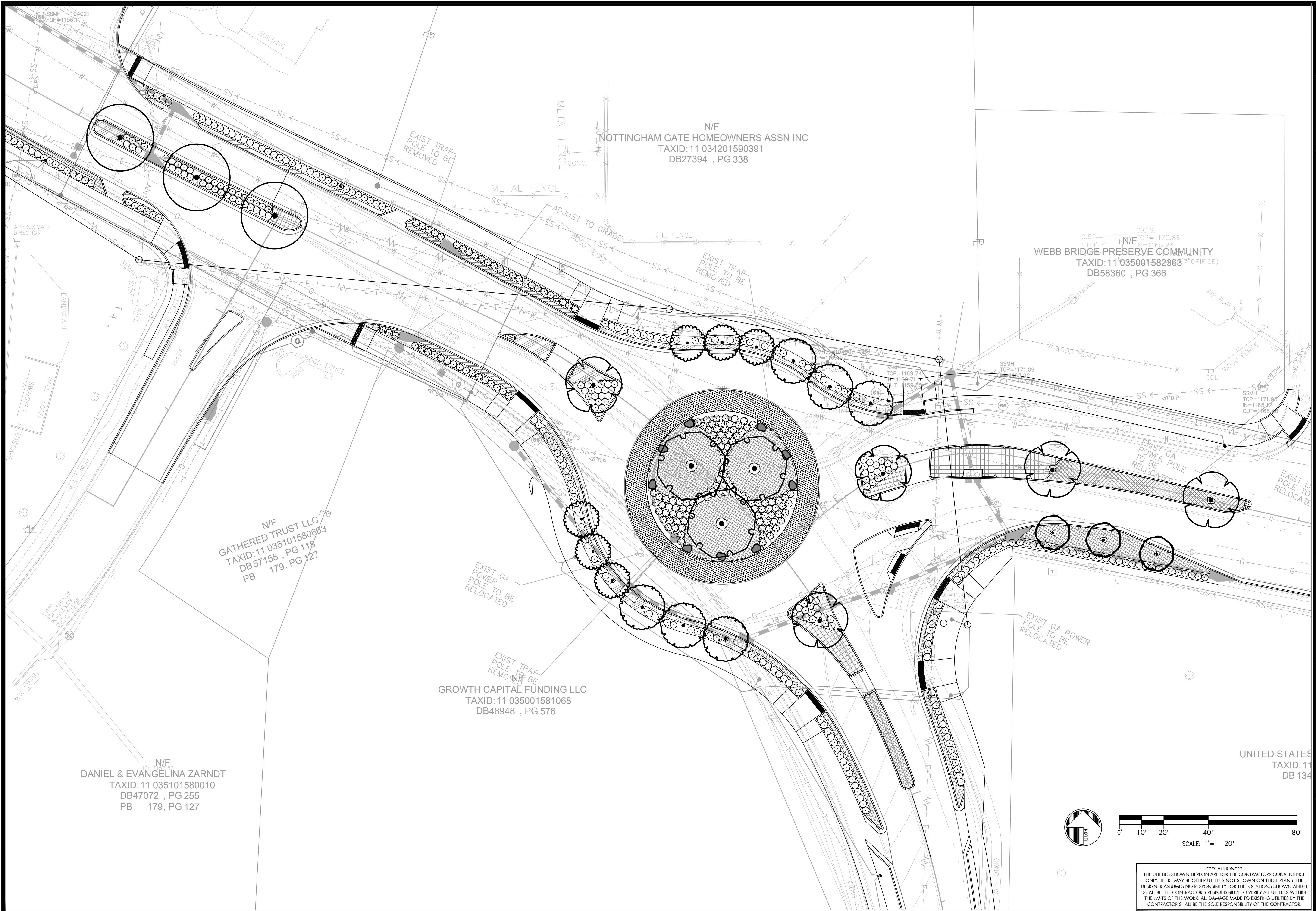
REVISIONS

LANDSCAPE PLAN

ORIGINAL ISSUE DATE: November, 2024

SHEET #

L.100





STAFF REPORT

Department: Public Works
Submitted By: Dennis Roland
Meeting Date: December 2, 2024

AGENDA ITEM:

Public Works Roof B Replacement and Alpharetta Community Center Wall Restoration

Consideration of approval of a contract award for the roof replacement (roof B) at Public Works Headquarters and exterior wall restoration at the Alpharetta Community Center to Garland/DBS, Inc. (under the competitively procured OMNIA Partners contract #PW1925) in the amount of \$476,073.00 and authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Award a contract for the roof replacement (roof b) at Public Works Headquarters and wall restoration at the Alpharetta Community Center to Garland/DBS, Inc. (under the competitively procured OMNIA Partners contract #PW1925) in the amount of \$476,073.00 and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: \$476,073.00

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Facility Roof Repair/Replacement/30141100 541300 C1229	\$476,073.00

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
-	\$0.00

ITEM DESCRIPTION:

This item addresses roof replacement at the Public Works Facility and wall restoration at the Alpharetta Community Center for a total cost of \$476,073.00. The metal roof being replaced at Public Works is original and beyond its expected useful life. The Alpharetta Community Center is currently experiencing water intrusion due to sealants being old and dry rotted on the exterior wall. The wall restoration project would replace all exterior sealants and seal all concrete masonry exterior walls. The recommendation is to award a contract for this work to Garland/DBS Inc (Garland).

The City has used Garland for multiple roof repair/replacement projects including the replacement of the metal roof segments at Fire Stations 81, 82, and 83; roof replacement at the Public Safety Headquarters complex; and roof restoration, wall restoration, shingle, and metal edge roof section repairs at multiple Parks and Recreation facilities (Crabapple Government Center, Wills Park Pool Concession, Alpharetta Community Center, Equestrian Center, Wills Park Recreation Center and Arts/Crafts Center, etc.) and has found their work, products, and responsiveness to be very good.

Procurement Method:

Staff recommends that the contract for the subject roof replacement and wall restoration be awarded to Garland/DBS Inc. based on a competitive bidding process under the OMNIA Partners Program, a cooperative purchasing alliance.

OMNIA Partners is the largest and most trusted cooperative purchasing organization for public sector procurement. This group includes the nation's two leading cooperative purchasing organizations – National IPA and U.S. Communities – under one roof to form OMNIA Partners, Public Sector. The collective buying power of these unified purchasing cooperatives delivers superior value and savings for public agencies nationwide. OMNIA Partners is a nonprofit instrumentality of government that assists local and state government agencies in reducing the cost of purchased goods/services through pooling the purchasing power of public agencies nationwide. This is accomplished by competitively soliciting contracts for quality products/services through lead public agencies (e.g., city, county, or state agencies that issue the underlying formal solicitations).

Racine County WI, as the lead public agency, competitively solicited the Garland contract and made it available under the terms of the OMNIA Partners program.

Benefits of the Garland contract under OMNIA Partners include (a) pricing competitiveness; (b) turnkey single-source accountability (Garland is both the manufacturer and managing contractor for roof product installations) that ensures warranty integrity; and (c) speedy implementation using pre-qualified contractors. The city contracts directly with Garland as the contractor on the project. Garland is the supplier of roofing materials (pricing established through US Communities competitively solicited contract pricing), manages roofing subcontractors (local pricing through sealed quotes), and Garland manages the warranty requirements to ensure compliance.

Public Works Headquarters

This request is for a replacement of the metal roof segment (segment B) for the bay roof at Public Works Headquarters. This roof segment represents the highest bay roof over the building's west side of the bay area. The scope will include installing new metal fluted roof panels over the existing metal roof. Roof replacement will also include needed structural repairs to the existing building. Repairs will include, but are not limited to, reinforcing existing roof purlin (*a horizontal beam along the length of a roof, resting on a main rafter and supporting the common rafters or boards*) by connecting all purlins with a prescribed 4 bolt pattern on each end and welding a support angle to each purlin on both sides where a purlin rest on an i-beam. The new roof will come with a thirty-year-no-dollar-limit watertight warranty.

Garland has solicited quotes from the following pre-qualified subcontractors.

- \$366,069 Scott Edwards LLC
- \$423,678 National Building Contractors
- \$438,499 Innovative Roofing

The FY 2025 Budget included funding totaling \$400,000 for the scope set forth above. Upon approval of this contract, the difference will be placed into unallocated capital for future appropriation by the City Council.

Alpharetta Community Center Wall Restoration

The Alpharetta Community Center is currently experiencing water intrusion due to dry rotted sealants and caulking. The proposed work will be to apply clean and prep the exterior walls and apply two coats of Tuff-Coat at a rate of 100 sq ft a gallon for each application. Tuff-Coat is a heavy-bodied, ready-to-use, emulsified acrylic architectural wall coating. It damp-proofs and beautifies all exterior and interior masonry surfaces, such as concrete, stucco, brick, and external insulation and finishing systems (EFIS). Tuff-Coat will not peel, chip, blister, or crack when applied on properly prepared surfaces. It hides stains and discolorations, is low fading, and has a washable coated surface. It bridges small, non-moving hairline cracks and masonry imperfections along with providing a watertight sealant. The work will come with 10-yr material manufacturers warranty and 5 year workmanship warranty provided by the contractor.

Garland has solicited quotes from the following pre-qualified subcontractors.

- \$110,004 Scott Edwards LLC
- \$134,336 Innovative Roofing
- \$141,060 National Building Contractors

The FY 2025 Budget included funding totaling \$150,000 for the scope set forth above. Upon approval of this contract, the difference will be placed into Non-Allocated for future appropriation by the City Council.

Project Schedule:

Once a contract with Garland has been finalized and executed, completion of all work will take no longer than 150 days from notice to proceed. This timeframe includes the ordering and delivery of all materials, which has required significantly longer lead times than in recent years.

ALTERNATIVES:

Do not approve funding to Garland/DBS utilizing the competitively procured OMNIA Partners contract #PW1925 and bid out roof replacements.

Do not approve funding for roof replacements.

ATTACHMENTS:

1. OMNIA Proposal #25-GA-241081 - City of Alpharetta - Public Works Roof B - Revised 10.10.24
2. OMNIA Proposal #25-GA-241029 - City Alpharetta - Community Center - 10.31.24
3. 2024-11-11 Contract_Garland-PW Roof B-ComCtr



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

City of Alpharetta
Public Works Roof B
1790 Hembree Rd
Alpharetta, GA 30009

Date Submitted: 10/10/2024

Proposal #: 25-GA-241081

MICPA # PW1925

GA General Contractor #:GCCO007844

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work:

1. Install flute fill EPS to fit between ribs of metal panels
2. Mechanically fasten 1" ISO over the flute filled metal deck.
3. Apply GreenLock Membrane Adhesive in accordance to Garland specifications (2-2.5gal/SQ)
4. Roll out 18' sheets of Flexbase E80 base sheet and let relax before application
5. Install 18' sheets of Flexbase E80 onto adhesive using a heavy roller
6. Immediately address any "mole runs" or "fish mouths", no heat welding is to occur.
7. Install three inch (3") perlite cant strips at all curbs and base flashings set in a fibered asphalt mastic (Flashing Bond).
8. Install new one ply base flashing system at all curbs, walls, and units. One ply base flashings shall consist of ply of Flexbase E80 mil SBS modified base sheet set in cold Green-Lock Flashing Adhesive at a rate of four (2-3) gallons per 100 square feet according to manufacturer's specifications
9. All flashing laps and turn-bars shall be terminated using a three course application of fibered asphalt and reinforcement mesh. (Flashing Bond, 6" GarMesh, Flashing Bond)
10. Apply KEE Lock Foam over field of roof in accordance to Garland specifications and ribbon patte
11. Relax KEE-Stone FB 60 cap sheet prior to application
12. Position KEE-Stone FB 60 and roll the membrane into KEE Lock Foam
13. Make sure to NOT apply foam adhesive on any side laps where membrane is to be welded
14. Broom in the KEE-Stone FB 60 membrane IMMEDIATELY after install to ensure even continuous contact between the fleece backing and the foam adhesive followed by a weighted roller to ensure contact with the adhesive and push out any air pockets.
15. Once the KEE-Stone FB 60 is adhered, heat-weld lap seams to seal the membranes together.
16. At all end laps, heat weld KEE-Stone 6" Utility Roll over joint to seal
17. Install new pitch pans with umbrellas around difficult termination areas.
18. Provide boots and accessory parts needed for the KEE system

19. Install new 24 gauge, kynar coated sheet metal details around all units, curbs and surface-mounted counter-flashings along walls and parapet walls according to SMACNA applications.
- 20 Install new 24 ga gutter and downspouts in plac of original
21. Install new 24 ga gravel stop around all rake perimeters.
22. All finished roof details shall conform to the material manufacturer's requirements for details so as to provide a Thirty (30) year "no dollar limit" (NDL) watertight warranty
23. Contractor is to guarantee all work against defects in materials and workmanship for a period of (5) years which will be provided to the material manufacturer.
24. Please note that Alpharetta may need to raise the height of AC units and curbs to accommodate new roofing heights.

Scope of Work: Structural

1. Connect all purlin lap connections with prescribed 4 bolt pattern on each end.
2. everywhere a purlin sits on the i beam, weld a support angle to the purlin and i beam on both sides in field and on single rake side where applicable.

Proposal Price Based Upon Market Experience:	\$	262,797
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Garland/DBS Price: Base Bid

1 Scott Edwards LLC	\$	262,797
2 National Building Contractors	\$	322,259
3 Innovative Roofing Group	\$	337,557

Garland/DBS Price: Add-Alternate with Structural Reparis

1 Scott Edwards LLC	\$	366,069
2 National Building Contractors	\$	423,678
3 Innovative Roofing Group	\$	438,499

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Plumbing, Mechanical, Electrical work is excluded.
2. Masonry work is included to which it obtains to the scope of work.
3. Interior Temporary protection is excluded.
4. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

John Petersen

John Petersen
Garland/DBS, Inc.
(216) 302-3777



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

City of Alpharetta
Community Center
2 Park Plaza
Alpharetta, GA 30009

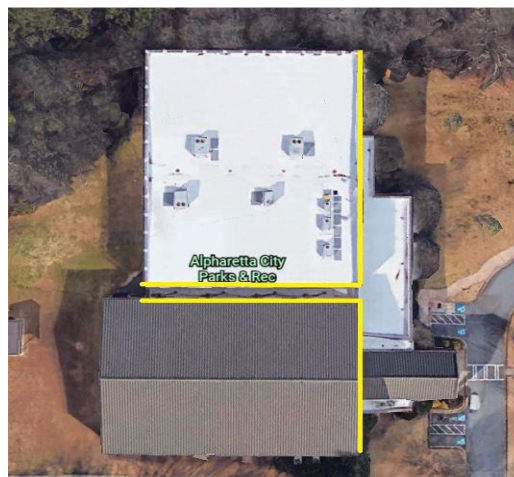
Date Submitted: 10/31/2024
Proposal #: 25-GA-241029
MICPA # PW1925
GA General Contractor #:GCCO007844

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work: Yellow Wall Sections Only

1. Pressure wash exterior walls removing loose debris, dirt, and contaminants
2. Allow to dry a min of 48 hrs.
3. Apply (2) coats of Tuff Coat at a rate of 100 sq ft a gallon for each application.
4. A min of 2 hrs between coats.
5. All finished wall details shall conform to the material manufacturer's requirements for details so as to provide a Ten (10) yr manufacturers warranty.
6. Contractor is to guarantee all work against defects in materials and workmanship for a period of (5) years which will be provided to the material manufacturer.



Scope of Work: Yellow & Red Wall Sections

1. Same scope as above, but include all yellow and red wall



Proposal Price Based Upon Market Experience:	\$	25,658
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Garland/DBS Price: Yellow Section

1 Scott Edwards LLC	\$	25,658
2 Innovative Roofing Group	\$	36,827
3 National Building Contractors	\$	46,796

Garland/DBS Price: Yellow & Red Sections

1 Scott Edwards LLC	\$	110,004
2 Innovative Roofing Group	\$	134,336
3 National Building Contractors	\$	141,060

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Plumbing, Mechanical, Electrical work is excluded.
2. Masonry work is included to which it obtains to the scope of work.
3. Interior Temporary protection is excluded.
4. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

John Petersen

John Petersen
Garland/DBS, Inc.
(216) 302-3777

CONSTRUCTION SERVICES CONTRACT

THIS CONSTRUCTION SERVICES CONTRACT (the "Contract") is made and entered _____, (the "Effective Date") by and between **CITY OF ALPHARETTA, GEORGIA**, a municipal corporation of the State of Georgia, acting by and through its governing authority, the Mayor and City Council (hereinafter, the "CITY"), and **GARLAND/DBS INC.**, a Delaware corporation with its principal office located at 3800 East 91st Street, Cleveland, OH 44105 (the "CONTRACTOR").

WITNESSETH:

WHEREAS, the CITY desires to retain a contractor to perform services for the construction of a Project, as defined below; and

WHEREAS, the CITY finds that specialized knowledge, skills, and training are necessary to perform the Work (defined below) contemplated under this Contract; and

WHEREAS, the CONTRACTOR has represented that it is qualified by training and experience to perform the Work; and

WHEREAS, the CONTRACTOR desires to perform the Work as set forth in this Contract under the terms and conditions provided in the Contract Documents (defined below); and

WHEREAS, the public interest will be served by this Contract; and

WHEREAS, CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, the Project, and the Work, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of Work, and CONTRACTOR is aware that it must be licensed to do business in the State of Georgia.

NOW THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein and other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

I. Project

- A. PUBLIC WORKS ROOF REPLACEMENT SECTION B:** This portion of the project consists of the replacement of the metal roof segment (segment B) for the bay roof at Public Works Headquarters. All finished roof details shall conform to the material manufacturer's requirements for details so as to provide a thirty (30) year "no dollar limit" (NDL) watertight warranty. CONTRACTOR guarantees all work against defects in materials and workmanship for a period of five (5) years which will be provided to the material manufacturer. Work is more specifically set forth in the Roofing Material and Services Proposal (i.e., Proposal # 25-GA-241081, MICPA # PW1925) dated October 10, 2024, attached hereto as Appendix "A."
- B. COMMUNITY CENTER WALL RESTORATION:** This portion of the project will include cleaning the exterior split faced block removing all loose paint, dirt, debris, and contaminants, applying two (2) coats of elastomeric paint (Tuff Coat) at a rate of 100 sq ft a gallon for each application to form a watertight seal for the exterior wall. Color of tuff coat will match existing exterior color of building. All finished wall details shall conform to the material manufacturer's requirements for details to provide a ten (10) year manufacturer's warranty. CONTRACTOR guarantees all work against defects in materials and workmanship for a period of five (5) years which will be provided to the material manufacturer. Work is more specifically set forth in the Roofing Material and Services Proposal (i.e., Proposal # 25-GA-241029, MICPA # PW1925) dated October 31, 2024, attached hereto as Appendix "B."

The project sites are within the City of Alpharetta, Georgia, (hereafter called the PROJECT) The Contract Administrator for the Project shall be Dennis Roland.

II. Contract Documents

This Contract along with the following documents attached hereto (except as expressly noted otherwise below) and incorporated herein by reference, constitute the "Contract Documents":

- A. Roofing Materials and Services Proposal (i.e., Proposal # 25-GA-241081, MICPA # PW1925) dated October 10, 2024, attached hereto as Appendix "A";
- B. Roofing Materials and Services Proposal (i.e., Proposal # 25-GA-241029, MICPA # PW1925) dated October 31, 2024, attached hereto as Appendix "B";
- C. Final Affidavit, attached hereto as Appendix "C";
- D. Alien Employment Affidavits, attached hereto as Appendices "D1" and "D2";
- E. Additional Payment Requirements, attached hereto as Appendix "E"; and
- F. Additional Rules and Regulations, attached hereto as Appendix "F."

In the event of any conflict in the Contract Documents, the provisions and requirements set forth in this Contract shall govern.

III. The Work

The Work to be completed under this Contract (the "Work") includes, but shall not be limited to, the work described in the Scopes of Work on Appendices "A" and "B" attached hereto and incorporated herein by reference. The Work includes all material, labor, insurance, tools, equipment, machinery, water, heat, utilities, transportation, facilities, services and any other miscellaneous items and work reasonably inferable from the Contract Documents. The term "reasonably inferable" takes into consideration the understanding of the Parties that some details necessary for proper execution and completion of the Work may not be shown on the drawings or included in the specifications, but they are a requirement of the Work if they are a usual and customary component of the Work or are otherwise necessary for proper and complete installation and operation of the Work. CONTRACTOR shall complete the Work in strict accordance with the Contract Documents. In the event of any discrepancy among the terms of the various Contract Documents, the provision most beneficial to the CITY, as determined by the CITY in its sole discretion, shall govern.

The plans, drawings and specifications provided in in the Scopes of Work on Appendices "A" and "B," attached hereto, are hereby acknowledged by the Parties and incorporated herein by reference.

IV. Contract Term

- A. Contract Term. The term of this Contract ("Term") shall commence on the Effective Date and continue until the earlier of the Expected Date of Final Completion or the proper termination and non-renewal of this Contract (provided that certain obligations, including but not limited to Warranty obligations, will survive termination/expiration of this Contract). CONTRACTOR warrants and represents that it will perform its Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. The CONTRACTOR shall promptly commence the Work with adequate force and equipment within ten (10) calendar days from receipt of Notice to Proceed, or otherwise in the Contract, or as may be specified by Special Provision, continuously pursue the Work without interruption to completion and fully complete the work within 150 calendar days from the Notice to Proceed (the "Expected Date of Final Completion"). If the Term of this Contract continues beyond the calendar year in which this Contract is executed, the Parties agree that this Contract, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the City on December 31 each calendar year of the Term and further, that this Contract shall automatically renew on January 1 of each subsequent calendar year absent the CITY's provision of written notice of non-renewal to CONTRACTOR at least five (5) calendar days prior to the end of the then current calendar year. Title to any supplies, materials, equipment, or other personal property shall remain in CONTRACTOR until fully paid for by the CITY.

- B. Expediting Completion. CONTRACTOR is accountable for completing the Work within the time period provided in the Contract Documents. If, in the judgment of the CITY, the Work is behind schedule and the rate of placement of work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or a separable portion thereof, CONTRACTOR, when so informed by the CITY, shall immediately take action to increase the rate of work placement by:

- (1) An increase in working forces;
- (2) An increase in equipment or tools;
- (3) An increase in hours of work or number of shifts;
- (4) Expediting delivery of materials; and/or
- (5) Other action proposed if acceptable to CITY.

Within five (5) calendar days after such notice from CITY that the Work is behind schedule, CONTRACTOR shall notify the CITY in writing of the specific measures taken and/or planned to increase the rate of progress. CONTRACTOR shall include an estimate as to the date of scheduled progress recovery. Should the CITY deem the plan of action inadequate, CONTRACTOR shall take additional steps to make adjustments as necessary to its plan of action until it meets with the CITY's approval and such approval is provided in writing by the CITY.

V. Contractor's Compensation; Time and Method of Payment

- A. Maximum Contract Price. The total amount paid under this Contract as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed **FOUR HUNDRED SEVENTY-SIX THOUSAND, SEVENTY-THREE DOLLARS AND 00/100 (\$476,073.00)** (the "Maximum Contract Price"), further defined as \$366,069.00 for **PUBLIC WORKS ROOF REPLACEMENT SECTION B** and \$110,004.00 for **COMMUNITY CENTER WALL RESTORATION**, except as outlined in Section VI below. The compensation for Work performed shall be based upon a flat fee, and CONTRACTOR represents that the Maximum Contract Price is sufficient to perform all of the Work set forth in and contemplated by this Contract.
- B. Additional Payment Requirements. Additional payment requirements are included as "Appendix E", attached hereto and incorporated herein by reference.
- C. Material Deviations. Any material deviations from the Work described in this Contract shall be clearly communicated to the CITY before charges are incurred and shall be handled through written Change Orders, as described in Section VI below. Whenever the Contract Administrator considers it necessary or advisable, it shall have authority to require inspection or testing of the Work. However, neither this authority of the Contract Administrator nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Contract Administrator to the CONTRACTOR, subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- D. Taxes. The CITY is a governmental tax-exempt entity and shall not be responsible for paying any taxes on any materials or services provided for herein. At CONTRACTOR's request, CITY shall provide evidence of its tax-exempt status. To the extent, if any, that the CITY furnishes tangible personal property to CONTRACTOR for incorporation into the Project, CONTRACTOR shall be responsible for paying the amount of tax owed for such tangible personal property.

VI. Change Orders.

- A. Change Order Defined. A “Change Order” means a written modification of the Contract Documents, signed by representatives of the CITY and the CONTRACTOR with appropriate authorization.
- B. Right to Order Changes. The CITY reserves the right to order changes in the Work to be performed under this CONTRACT by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written Change Orders and executed by the CONTRACTOR and the CITY. Such Change Orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the CITY in its sole discretion, the CITY shall have the right to determine reasonable terms, and the CONTRACTOR shall proceed with the changed work.
- C. Change Order Requirement. Any work added to the scope of this Contract by a Change Order shall be executed under all the applicable conditions of this Contract. No claim for additional compensation or extension of time shall be recognized, unless contained in a written Change Order duly executed on behalf of the CITY and the CONTRACTOR.
- D. Authority to Execute Change Order. The authority to execute a change order on behalf of the City shall be in accordance with the City’s Procurement Policy, as may be amended from time to time..
- E. Minor Changes in the Work. The Contract Administrator will have the authority to order minor changes in the Work not involving adjustment in the Maximum Contract Price or extension of the Term and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order signed by the Contract Administrator. The CONTRACTOR shall carry out such written orders promptly. If the minor changes subsequently may affect adjustments in the Maximum Contract Price or the Term, the changes shall then be converted to a written Change Order by the requesting Party.

VII. Covenants of Contractor

- A. Expertise of Contractor. CONTRACTOR accepts the relationship of trust and confidence established between it and the CITY, recognizing that the CITY’s intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the Work in pursuit of the timely and competent completion of the Work undertaken by CONTRACTOR under this Agreement. The CONTRACTOR agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of CITY and the Project in accordance with CITY’s requirements and procedures, and CONTRACTOR shall employ only persons duly qualified in the appropriate area of expertise to perform the Work described in this Agreement.
- B. Proper Execution by Contractor. CONTRACTOR agrees that it will perform its services in accordance with the usual and customary standards of the CONTRACTOR’s profession or business and in compliance with all federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project, including, but not limited to, O.C.G.A. § 50-5-63, any applicable records retention requirements, and Georgia’s Open Records Act (O.C.G.A. § 50-18-70, et seq.). Any additional work or costs incurred as a result of error and/or omission by CONTRACTOR as a result of not complying with the Contract Documents or not meeting the applicable standard of care or quality, including but not limited to those of repeated procedures and compensation for the Contract Administrator’s services or expenses, will be provided at CONTRACTOR’s expense and at no additional cost to the CITY. This provision shall survive termination of this Agreement.

It is the CONTRACTOR's responsibility to be reasonably aware of all applicable laws, statutes, ordinances, building codes, and rules and regulations. If the CONTRACTOR observes that portions of the Contract Documents are at variance therewith, the CONTRACTOR shall promptly notify the Contract Administrator and the CITY in writing of any portions of the Contract Documents that are at variance with the applicable laws, statutes, ordinances, building codes, and rules and regulations.

The CONTRACTOR's duties shall not be diminished by any approval by the CITY or Contract Administrator of Work completed or produced; nor shall any approval by the CITY or Contract Administrator of Work completed or produced release the CONTRACTOR from any liability therefor, it being understood that the CITY is ultimately relying upon the CONTRACTOR's skill and knowledge in performing the Work required under the Contract Documents.

Organization of the specifications into divisions, sections and articles, and arrangement of drawings shall not control the CONTRACTOR in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade.

C. Familiarity with the Work.

- (i) *Contractor Familiarity with Work.* CONTRACTOR represents that it has familiarized itself with the nature and extent of the Contract Documents, the Work, work site(s), locality, and all local conditions, laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work. Since the Contract Documents are complementary, before starting each portion of the Work, the CONTRACTOR shall carefully study and compare the various Contract Documents, site conditions, authorities, tests, reports and studies relative to that portion of the Work, as well as the information furnished by the CITY, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the Project site(s) affecting it. CONTRACTOR represents and agrees that it has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents. These obligations are for the purpose of facilitating construction by the CONTRACTOR and are not for the purpose of discovering errors, omissions, inconsistencies, or ambiguities in the Contract Documents; however, any errors, inconsistencies, omissions, or ambiguities discovered by the CONTRACTOR shall be reported promptly to the Contract Administrator and CITY in writing. CONTRACTOR represents that it has given the CITY written notice of all errors, omissions, inconsistencies, or ambiguities that the CONTRACTOR has discovered in the Contract Documents so far, and the written resolution thereof by the CITY is acceptable to the CONTRACTOR. Further, CONTRACTOR acknowledges that its obligation to give notice of all such errors, omissions, inconsistencies, or ambiguities shall be continuing during the Term of this Agreement. Any failure on the part of the CONTRACTOR to notify the Contract Administrator and CITY in writing of any errors, omissions, inconsistencies, or ambiguities in the Contract Documents that CONTRACTOR discovered or reasonably should have discovered shall result in a waiver and full release by the CONTRACTOR of any future arguments or defenses based on such errors, omissions, inconsistencies, or ambiguities against the CITY. Further, if the CONTRACTOR fails to perform its obligations pursuant to this paragraph, the CONTRACTOR shall pay such costs and damages to the CITY as would have been avoided if the CONTRACTOR had performed such obligations.
- (ii) *Inspection of Prior Work.* If part of the CONTRACTOR's Work depends for proper execution or results upon construction or operations by a separate contractor, the

CONTRACTOR shall, prior to proceeding with that portion of the Work, promptly report to the Contract Administrator apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the CONTRACTOR so to report shall constitute an acknowledgment that the CITY's or separate contractor's completed or partially completed construction is fit and proper to receive the CONTRACTOR's Work, except as to defects not then reasonably discoverable, and CONTRACTOR shall be responsible for all costs and damages resulting from its failure to report reasonably discoverable defects.

- (iii) *Contractor Requests for Information.* If, with undue frequency (as determined by the CITY in its sole discretion), the CONTRACTOR requests information that is obtainable through reasonable examination and comparison of the Contract Documents, site conditions, and previous correspondence, interpretations or clarifications, the CONTRACTOR shall be liable to the CITY for reasonable charges from the Contract Administrator for the additional services required to review, research and respond to such requests for information.

- D. Supervision, Inspection and Construction Procedures. The CONTRACTOR shall supervise and direct the Work, using the CONTRACTOR's best skill and attention. The CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the CONTRACTOR shall evaluate the jobsite safety therefor and, except as stated below, shall be fully and solely responsible for the jobsite safety for such means, methods, techniques, sequences, or procedures. If the CONTRACTOR determines that such means, methods, techniques, sequences or procedures may not be safe, the CONTRACTOR shall give timely written notice to the CITY and Contract Administrator and shall not proceed with that portion of the Work without further written instructions from the CITY or Contract Administrator as approved in writing by the CITY.

The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Agreement. The CONTRACTOR shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (a) employees and other persons who may be affected, (b) the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site(s), under care, custody or control of the CONTRACTOR or CONTRACTOR's subcontractors or sub-subcontractors, and (c) other property at the Project site(s) or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The CONTRACTOR shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the CONTRACTOR shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the Project site(s) by the CONTRACTOR,

the CONTRACTOR shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the CITY and Contract Administrator in writing.

- E. Tests and Inspections. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, or ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made promptly at an appropriate time to avoid unreasonable delay in the Work. Unless otherwise provided, the CONTRACTOR shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the CITY, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The CONTRACTOR shall give the Contract Administrator timely notice of when and where tests and inspections are to be made so that the Contract Administrator may be present for such procedures. Required permits or certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the CONTRACTOR and delivered to the Contract Administrator within ten (10) calendar days of issuance.
- F. Budgetary Limitations. CONTRACTOR agrees and acknowledges that budgetary limitations are not a justification for breach of sound principals of CONTRACTOR's profession and industry. CONTRACTOR shall take no calculated risk in the performance of the Work. Specifically, CONTRACTOR agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principals of CONTRACTOR's profession and industry, CONTRACTOR will give written notice immediately to the CITY.
- G. City's Reliance on the Work. The CONTRACTOR acknowledges and agrees that the CITY does not undertake to approve or pass upon matters of expertise of the CONTRACTOR and that therefore, the CITY bears no responsibility for CONTRACTOR's Work performed under this Agreement. The CONTRACTOR acknowledges and agrees that the acceptance of Work by the CITY is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The CITY will not, and need not, inquire into adequacy, fitness, suitability or correctness of CONTRACTOR's performance. CONTRACTOR further agrees that no approval of designs, plans, or specifications by any person, body, or agency shall relieve CONTRACTOR of the responsibility for adequacy, fitness, suitability, and correctness of CONTRACTOR's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principles.
- H. Contractor's Reliance on Submissions by the CITY. CONTRACTOR must have timely information and input from the CITY in order to perform the Work required under this Agreement. CONTRACTOR is entitled to rely upon information provided by the CITY, but CONTRACTOR shall be required to provide immediate written notice to the CITY if CONTRACTOR knows or reasonably should know that any information provided by the CITY is erroneous, inconsistent, or otherwise problematic.
- I. Uncovering and Correction of Work. If a portion of the Work is covered contrary to the Contract Administrator's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Contract Administrator, be uncovered for examination by the Contract Administrator and be replaced at the CONTRACTOR's expense without change in the Agreement Term.

If a portion of the Work has been covered which the Contract Administrator has not specifically requested to examine prior to its being covered or which the Contract Documents did not require to remain uncovered until examined, the Contract Administrator may request to see such Work, and it shall be uncovered by the

CONTRACTOR. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the CITY's expense, which expense shall be agreed upon in writing prior to being incurred. If such Work is not in accordance with the Contract Documents, correction shall be at the CONTRACTOR's expense, unless the condition was caused by the CITY, in which event the CITY shall be responsible for payment of such costs including reasonable charges, if any, by the Contract Administrator for additional service, which expense shall be agreed upon in writing prior to being incurred.

If the CITY prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the CITY may do so instead of requiring its removal and correction, in which case the Maximum Contract Price will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

- J. Clean Up. CONTRACTOR shall keep the Project site(s) and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At completion of the Work, the CONTRACTOR shall remove from and about the Project waste materials, rubbish, the CONTRACTOR's tools, construction equipment, machinery and surplus materials. If the CONTRACTOR fails to clean up as provided in the Contract Documents, the CITY may do so, and the cost thereof shall be charged to the CONTRACTOR.
- K. Contractor's Representative. Britt Grisham shall be authorized to act on CONTRACTOR's behalf with respect to the Work as CONTRACTOR's designated representative.
- L. Independent Contractor. CONTRACTOR hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the CITY. Nothing contained in this Agreement shall be construed to make the CONTRACTOR, or any of its employees, servants or subcontractors, an employee, servant or agent of the CITY for any purpose. The CONTRACTOR agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of subcontractors, agents, or employees to complete the Work; and the payment of employees, including benefits and compliance with Social Security, withholding, and all other regulations governing such matters. The CONTRACTOR agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. There shall be no contractual relationship between any subcontractor or supplier and the CITY by virtue of this Agreement with the CONTRACTOR. Any provisions of this Agreement that may appear to give the CITY the right to direct CONTRACTOR as to the details of the services to be performed by CONTRACTOR or to exercise a measure of control over such services will be deemed to mean that CONTRACTOR shall follow the directions of the CITY with regard to the results of such services only. It is further understood that this Agreement is not exclusive, and the CITY may hire additional entities to perform Work related to this Agreement.

Inasmuch as the CITY and the CONTRACTOR are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both Parties hereto. The CONTRACTOR agrees not to represent itself as the CITY's agent for any purpose to any party or to allow any employee of the CONTRACTOR to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The CONTRACTOR shall assume full liability for any contracts or agreements the CONTRACTOR enters into on behalf of the CITY without the express knowledge and prior written consent of the CITY.

- M. Responsibility of Contractor and Indemnification of City. The CONTRACTOR covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The CONTRACTOR shall bear all losses and damages directly or indirectly resulting to it and/or the CITY on account of the performance or character of the Work rendered pursuant to this Agreement. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless the CITY and the CITY's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers (individually an "Indemnified Party" and collectively "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including, but not limited to, attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of alleged willful, negligent, or tortious act or omission arising out of the Work, performance of contracted services, or operations by the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by the CONTRACTOR or subcontractor, or anyone for whose acts the CONTRACTOR or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

In any and all claims against an Indemnified Party, by any employee of the CONTRACTOR, its subcontractor, anyone directly or indirectly employed by the CONTRACTOR or subcontractor, or anyone for whose acts the CONTRACTOR or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

N. Insurance.

- (1) Requirements: CONTRACTOR shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the CONTRACTOR, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the CITY as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager.
- (2) Minimum Limits of Insurance: CONTRACTOR shall maintain the following insurance policies with coverage and limits no less than:
 - (a) *Commercial General Liability:* \$1,000,000 (one million dollars) combined single limit per occurrence \$2,000,000 (two million dollars) aggregate comprehensive/extended/enhanced Commercial General Liability policy with coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage to premises/operations, products/completed operations, independent consultants and contractual liability (specifically covering the indemnity), broad-from

- property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using an excess or umbrella policy. The policy or policies must be on "an occurrence" basis ("claims made" coverage is not acceptable).
- (b) *Commercial Automobile Liability* (owned, non-owned, hired): \$1,000,000 (one million dollars) combined single limit per occurrence \$2,000,000 (two million dollars) aggregate for comprehensive Commercial Automobile liability coverage (owned, non-owned, hired) including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
 - (c) *Professional Liability*: \$1,000,000 (one million dollars) limit Professional Liability policy for claims arising out of professional services and caused by the CONTRACTOR's errors, omissions, or negligent acts (required if any professional services will be provided).
 - (d) *Workers' Compensation and Employers' Liability*: Workers' Compensation policy with limits as required by the State of Georgia and Employers' Liability limits of \$1,000,000 (one million dollars) per occurrence or disease. (If CONTRACTOR is a sole proprietor, who is otherwise not entitled to coverage under Georgia's Workers' Compensation Act, CONTRACTOR must secure Workers' Compensation coverage approved by both the State Board of Workers' Compensation and the Commissioner of Insurance. The amount of such coverage shall be the same as what is otherwise required of employers entitled to coverage under the Georgia Workers' Compensation Act. Further, the CONTRACTOR shall provide a certificate of insurance indicating that such coverage has been secured and that no individual has been excluded from coverage.)
 - (e) Commercial Umbrella Liability Coverage: \$1,000,000 (one million dollars) per occurrence shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and Professional Liability.
- (3) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the CITY in writing so that the CITY may ensure the financial solvency of the CONTRACTOR; self-insured retentions should be included on the certificate of insurance.
- (4) Other Insurance Provisions: Each policy shall contain, or be endorsed to contain, the following provisions respectively:
- (a) General Liability, Automobile Liability and Umbrella Liability Coverage.
 - (i) *Additional Insured Requirement*. The CITY and CITY's elected and appointed officials, officers, boards, commissioners, employees, representatives, consultants, servants, agents and volunteers (individually "Insured Party" and collectively "Insured Parties") shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, leased, or used by the CONTRACTOR; automobiles owned, leased, hired, or borrowed by the CONTRACTOR. The coverage shall contain no special limitations

on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the CONTRACTOR to provide liability insurance coverage to any Insured Party for claims asserted against such Insured Party for its sole negligence.

- (ii) *Primary Insurance Requirement.* The CONTRACTOR's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of the CONTRACTOR's insurance and shall not contribute with it.
- (iii) *Reporting Requirement.* Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.
- (iv) *Separate Coverage.* Coverage shall state that the CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to limits of insurance provided.
- (v) *Defense Costs/Cross Liability.* Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
- (vi) *Subrogation.* The insurer shall agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by the CONTRACTOR for the CITY.
- (b) Workers' Compensation Coverage: The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by the CONTRACTOR for the CITY.
- (c) All Coverages:
 - (i) *Notice Requirement.* Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, or canceled except after thirty (30) calendar days prior written notice (or 10 calendar days if due to non-payment) has been given to the CITY. The CITY reserves the right to accept alternate notice terms and provisions, provided they meet the minimum requirements under Georgia law.
 - (ii) *Starting and Ending Dates.* Policies shall have concurrent starting and ending dates.
 - (iii) *Incorporation of Indemnification Obligations.* Policies shall include an endorsement incorporating the indemnification obligations assumed by the CONTRACTOR under the terms of this Agreement, including but not limited to Section 7(O) of this Agreement.
- (5) Acceptability of Insurers: The insurance to be maintained by CONTRACTOR must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance shall be placed with insurer(s) with an A.M. Best Policyholder's rating of no less than

"A-" and with a financial rate of Class VII or greater. The CONTRACTOR shall be responsible for any delay resulting from the failure of its insurer to provide proof of coverage in the proscribed form.

- (6) Verification of Coverage: CONTRACTOR shall furnish to the CITY for CITY approval certificates of insurance and endorsements to the policies evidencing all coverage required by this Agreement prior to the start of work. Without limiting the general scope of this requirement, CONTRACTOR is specifically required to provide an endorsement naming the CITY as an additional insured when required. The certificates of insurance and endorsements for each insurance policy are to be on a form utilized by CONTRACTOR's insurer in its normal course of business and are to be signed by a person authorized by that insurer to bind coverage on its behalf, unless alternate sufficient evidence of their validity and incorporation into the policy is provided. The CITY reserves the right to require complete, certified copies of all required insurance policies at any time. The CONTRACTOR shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.
- (7) Subcontractors: CONTRACTOR shall either (1) ensure that its insurance policies (as described herein) cover all subcontractors and the Work performed by such subcontractors or (2) ensure that any subcontractor secures separate policies covering that subcontractor and its Work. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds.
- (8) Claims-Made Policies: CONTRACTOR shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later, and have an effective date which is on or prior to the Effective Date.
- (9) Progress Payments: The making of progress payments to the CONTRACTOR shall not be construed as relieving the CONTRACTOR or its subcontractor or insurance carriers from providing the coverage required in this Agreement.
- O. Bonds. Payment and performance bonds each for the sum of \$465,075.00 shall be provided to the CITY within ten (10) calendar days from the execution of this Contract.
- P. Assignment of Agreement. The CONTRACTOR covenants and agrees not to assign or transfer any interest in, or delegate any duties of this Agreement, without the prior express written consent of the CITY. As to any approved subcontractors, the CONTRACTOR shall be solely responsible for reimbursing them, and the CITY shall have no obligation to them.
- Q. Employment of Unauthorized Aliens Prohibited - E-Verify Affidavit. Pursuant to O.C.G.A. § 13-10-91, the City shall not enter into a contract for the physical performance of services unless:
 - (1) the CONTRACTOR shall provide evidence on CITY-provided forms, attached hereto as "Appendixes D1 and D2" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and its subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period, or

- (2) the CONTRACTOR provides evidence that it is not required to provide an affidavit because it is an individual licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

The CONTRACTOR hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in "Appendix D1", and submitted such affidavit to CITY or provided the CITY with evidence that it is an individual not required to provide such an affidavit because it is licensed and in good standing as noted in sub-subsection (2) above. Further, CONTRACTOR hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

In the event the CONTRACTOR employs or contracts with any subcontractor(s) in connection with the covered contract, the CONTRACTOR agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as "Appendix D2", which subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is licensed and in good standing as noted in sub-subsection (2) above. If a subcontractor affidavit is obtained, CONTRACTOR agrees to provide a completed copy to the City within five (5) business days of receipt from any subcontractor.

Where CONTRACTOR is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the City Manager or his/her designee shall be authorized to conduct an inspection of the CONTRACTOR's and CONTRACTOR's subcontractors' verification process at any time to determine that the verification was correct and complete. The CONTRACTOR and CONTRACTOR's subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract. Further, where CONTRACTOR is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the City Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no City Contractor or CONTRACTOR's subcontractors employ unauthorized aliens on CITY contracts. By entering into a contract with the CITY, the CONTRACTOR and CONTRACTOR's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a CONTRACTOR or CONTRACTOR's subcontractors are found to have employed an unauthorized alien, the City Manager or his/her designee may report same to the Department of Homeland Security. The CONTRACTOR's failure to cooperate with the investigation may be sanctioned by termination of the contract, and the CONTRACTOR shall be liable for all damages and delays occasioned by the CITY thereby.

CONTRACTOR agrees that the employee-number category designated below is applicable to the CONTRACTOR. [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91.]

- ☐ 500 or more employees.
☐ 100 or more employees.
☒ Fewer than 100 employees.

CONTRACTOR hereby agrees that, in the event CONTRACTOR employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the CONTRACTOR

will secure from the subcontractor(s) such subcontractor(s') indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of State and federal law and shall be construed to be in conformity with those laws.

R. Records, Reports and Audits.

(1) Records:

(a) Books, records, documents, account ledgers, data bases, and similar materials relating to the Work performed for the CITY under this Agreement ("Records") shall be established and maintained by the CONTRACTOR in accordance with applicable law and requirements prescribed by the CITY with respect to all matters covered by this Agreement. Except as otherwise authorized or required, such Records shall be maintained for at least three (3) years from the date that final payment is made to CONTRACTOR by CITY under this Agreement. Furthermore, Records that are the subject of audit findings shall be retained for three (3) years or until such audit findings have been resolved, whichever is later.

(b) All costs claimed or anticipated to be incurred in the performance of this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) Reports and Information: Upon request, the CONTRACTOR shall furnish to the CITY any and all Records in the form requested by the CITY. All Records stored on a computer database must be of a format compatible with the CITY's computer systems and software.

(3) Audits and Inspections: At any time during normal business hours and as often as the CITY may deem necessary, CONTRACTOR shall make available to the CITY or CITY's representative(s) for examination all Records. The CONTRACTOR will permit the CITY or CITY's representative(s) to audit, examine, and make excerpts or transcripts from such Records. CONTRACTOR shall provide proper facilities for CITY or CITY's representative(s) to access and inspect the Records, or, at the request of the CITY, shall make the Records available for inspection at the CITY's office. Further, CONTRACTOR shall permit the CITY or CITY's representative(s) to observe and inspect any or all of CONTRACTOR's facilities and activities during normal hours of business for the purpose of evaluating CONTRACTOR's compliance with the terms of this Agreement. In such instances, the CITY or CITY's representative(s) shall not interfere with or disrupt such activities.

S. Confidentiality. CONTRACTOR acknowledges that it may receive confidential information of the CITY and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, contractors, and/or staff to likewise protect such confidential information. The CONTRACTOR agrees that confidential information it receives or such reports, information, opinions, or conclusions that CONTRACTOR creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written

approval of the CITY. CONTRACTOR shall exercise reasonable precautions to prevent the unauthorized disclosure and use of CITY information whether specifically deemed confidential or not.

CONTRACTOR acknowledges that the CITY's disclosure of documentation is governed by Georgia's Open Records Act, and CONTRACTOR further acknowledges that, if CONTRACTOR submits records containing trade secret information and if CONTRACTOR wishes to keep such records confidential, CONTRACTOR must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

- T. Licenses, Certifications and Permits. The CONTRACTOR covenants and declares that it has obtained all diplomas, certificates, licenses, permits, or the like required of the CONTRACTOR by any and all national, state, regional, county or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement; provided that some permits or licenses related to the Project may be obtained as part of the Work and shall be obtained as required. The CONTRACTOR shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work, which are customarily secured after execution of the Agreement and which are legally required. CONTRACTOR shall furnish copies of such permits, licenses, etc. to the CITY within ten (10) days after issuance.
- U. Authority to Contract. The CONTRACTOR covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners, or similar authorities to simultaneously execute and bind CONTRACTOR to the terms of this Agreement, if applicable.
- V. Ownership of Work. All reports, designs, drawings, plans, specifications, schedules, work product, and other materials, including those in electronic form, prepared or in the process of being prepared for the Work to be performed by the CONTRACTOR ("Materials") shall be the property of the CITY, and the CITY shall be entitled to full access and copies of all Materials in the form prescribed by the CITY. Any Materials remaining in the hands of the CONTRACTOR or subcontractor upon completion or termination of the Work shall be delivered immediately to the CITY whether or not the Project or Work is commenced or completed, provided, however, that CONTRACTOR may retain a copy of any deliverables for its records. The CONTRACTOR assumes all risk of loss, damage or destruction of or to Materials. If any Materials are lost, damaged, or destroyed before final delivery to the CITY, the CONTRACTOR shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to the CITY, and the CONTRACTOR agrees to execute any additional documents that may be necessary to evidence such assignment.
- W. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the CONTRACTOR agrees that, during performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, CONTRACTOR agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

VIII. Covenants of the City

- A. Right of Entry. The CITY shall provide for right of entry for CONTRACTOR and CONTRACTOR's equipment as required for CONTRACTOR to complete the Work; provided that CONTRACTOR shall not unreasonably encumber the Project site(s) with materials or equipment.
- B. CITY's Representative. Pete Sewczwicz shall be authorized to act on the CITY's behalf with respect to the Work as the CITY's designated representative on this Project; provided that any changes to the Work or the terms of this Agreement must be approved as provided in Section VI above.

IX. Final Project Documents; Warranty

- A. Final Project Documents. Prior to final payment, CONTRACTOR shall deliver to CITY a written assignment of all warranties, guaranties, certificates, permits, and other documents, including without limitation, all contractors' and manufacturers' warranties. At such time, CONTRACTOR shall also deliver to the CITY copies of all as-built drawings, operations, and maintenance manuals, and any other pertinent documents relating to the construction and operation of the Work that is not otherwise in the possession of the CITY.
- B. Warranty. The CONTRACTOR warrants to the CITY and the Contract Administrator that materials and equipment furnished under the Agreement will be of good quality and new, unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, is considered defective. This warranty excludes remedy for damage or defect caused by abuse by the CITY or modifications to the Work not executed by the CONTRACTOR or an employee/subcontractor/sub-subcontractor thereof.

X. Termination

- A. For Convenience. The CITY may terminate this Contract for convenience at any time upon providing written notice thereof to CONTRACTOR at least seven (7) calendar days in advance of the termination date.
- B. For Cause. CONTRACTOR shall have no right to terminate this Contract prior to completion of the Work, except in the event of CITY's failure to pay the CONTRACTOR within thirty (30) calendar days of CONTRACTOR providing the CITY with notice of a delinquent payment and an opportunity to cure. The CITY may terminate this CONTRACT for cause as provided in Section XI of this Contract. The CITY shall give CONTRACTOR at least seven (7) calendar days' written notice of its intent to terminate the Contract for cause and the reasons therefor, and if CONTRACTOR, or its Surety, fails to cure the default within that period, the termination shall take place without further notice. The CITY shall then make alternative arrangements for completion of the Project.
- C. Statutory Termination. In compliance with O.C.G.A. § 36-60-13, this Contract shall be deemed terminated as provided in Section IV(A) of this Contract. Further, this Contract shall terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of the CITYU.
- D. Payment. Provided that no damages are due to the CITY for CONTRACTOR's failure to perform in accordance with this Contract, and except as otherwise provided herein, the CITY shall, upon termination for convenience or statutory termination, pay CONTRACTOR for Work performed prior to the date of termination in accordance with Section V herein. The CITY shall have no further liability to CONTRACTOR for such termination. At its sole discretion, the CITY may pay CONTRACTOR for additional value received as a result of

CONTRACTOR's efforts, but in no case shall said payment exceed any remaining unpaid portion of the Maximum Contract Price.

If this Contract is terminated for cause, the CITY will make no further payment to the CONTRACTOR, or its Surety until the Project is completed and all costs of completing the Project are paid. If the unpaid balance of the amount due the CONTRACTOR, according to this CONTRACT, exceeds the cost of finishing the Project, CITY shall provide payment to the CONTRACTOR (or its Surety) for services rendered and expenses incurred prior to the termination date, provided that such payment shall not exceed the unpaid balance of the amount otherwise payable under this Contract minus the cost of completing the Project. If the costs of completing the Project exceed the unpaid balance, the CONTRACTOR or its Surety shall pay the difference to the CITY.

XI. City's Rights; Contractor Default

A. City Rights Related to the Work.

- (i) *City's Right to Stop the Work.* If the CONTRACTOR fails to correct Work which is not in accordance with the requirements of the Contract Documents, as required by the Contract Administrator, or persistently fails to carry out Work in accordance with the Contract Documents, the CITY may issue a written order to the CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the CITY to stop the Work shall not give rise to a duty on the part of the CITY to exercise this right for the benefit of the CONTRACTOR or any other person or entity. Such a stoppage of Work shall not extend the Expected Date of Final Completion of the Work.
- (ii) *City's Right to Carry Out the Work.* If the CONTRACTOR defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) calendar day period after receipt of written notice from the CITY to commence and/or continue correction of such default or neglect with diligence and promptness, the CITY may, without prejudice to other remedies the CITY may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the CONTRACTOR the reasonable cost of correcting such deficiencies, including CITY's expenses and compensation for the Architect/Engineer's and/or Contract Administrator's additional services (if any) made necessary by such default, neglect or failure. If payments then or thereafter due the CONTRACTOR are not sufficient to cover such amounts, the CONTRACTOR shall pay the difference to the CITY.

- B. Contractor Default.** For the purposes of this Contract, CONTRACTOR shall be in default if any of the following occur during the Term of this Contract: (a) a failure to fulfill in a timely and proper manner CONTRACTOR's obligations under this Contract; (b) CONTRACTOR violates any of the material provisions, agreements, representations or covenants of this Contract or any applicable City, state, or federal laws, which do not fall within the force majeure provisions of this Contract; (c) the CONTRACTOR becomes insolvent or unable to pay its debts as they mature, or makes an assignment for the benefit of creditors, or files a bankruptcy petition under the United States Bankruptcy Code; or (d) Contractor is the subject of a judgment or order for payment of money, which judgment or order exceeds \$100,000 and is no longer subject to appeal or, in the opinion of the CITY, would be fruitless to appeal and where (i) such judgment or order shall continue undischarged or unpaid for a period of thirty (30) calendar days, (ii) an insurer acceptable to the CITY has not acknowledged that such judgment or order is fully covered by a relevant policy of insurance, or (iii) the CITY is otherwise reasonably satisfied that such judgment or order is not likely to be satisfied or complied with within sixty (60) calendar days of its issuance.

In the event of CONTRACTOR's default under this Contract, the CITY shall send written notice to the CONTRACTOR setting forth the specific instances of the default and providing the CONTRACTOR with at least seven (7) calendar days to cure or otherwise remedy the default to the reasonable satisfaction of the CITY. If the default is not remedied during the stated cure period, then the CITY may, at its election: (a) in writing terminate the Contract in whole or in part; (b) cure such default itself and charge the CONTRACTOR for the costs of curing the default against any sums due or which become due to the CONTRACTOR under this Contract; and/or (c) pursue any other remedy then available, at law or in equity, to the CITY for such default.

XII. Miscellaneous

- A. Complete Agreement. This Agreement, including all of the Contract Documents, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement, or promise relating to the subject matter of this Agreement not contained in this Agreement or the Contract Documents shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.
- B. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice of law principles. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Fulton County, Georgia or the U.S. District Court for the Northern District of Georgia - Atlanta Division, and CONTRACTOR submits to the jurisdiction and venue of such court.
- C. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- D. Invalidity of Provisions; Severability. Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions that may for any reason be hereafter declared invalid.
- E. Business License. Prior to commencement of the Work to be provided hereunder, CONTRACTOR shall apply to the CITY for a business license, pay the applicable business license fee, and maintain said business license during the Term of this Agreement, unless CONTRACTOR provides evidence that no such license is required.
- F. Notices.
 - (1) *Communications Relating to Day-to-Day Activities*.
All communications relating to the day-to-day activities of the Work shall be exchanged between Dennis Roland for the CITY and Britt Grisham for the CONTRACTOR.
 - (2) *Official Notices*.
All other notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be

effective, when (1) personally delivered, or (2) on the third calendar day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Party at the addresses given below, or at a substitute address previously furnished to the other Party by written notice in accordance herewith:

- (a) If to the Contractor, at the following address:

Heidi Dobson
Garland/DBS, Inc
3800 East 91st Street
Cleveland, OH 44105
hdobson@garlandind.com

- (b) If to the City, at the following address:

Shawn Mitchell
City of Alpharetta
Finance Department
2 Park Plaza
Alpharetta, GA 30009
smitchell@alpharetta.ga.us

- (c) With a copy to:

Jarrard & Davis, LLP
c/o Joshua F. Jones, Esq.
222 Webb Street
Cumming, GA 300040
jjones@jarrard-davis.com

- G. Waiver of Agreement. No failure by the CITY to enforce any right or power granted under this Agreement, or to insist upon strict compliance by CONTRACTOR with this Agreement, and no custom or practice of the CITY at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the CITY's right to demand exact and strict compliance by CONTRACTOR with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.
- H. Survival. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, confidentiality obligations, warranties, and insurance maintenance requirements.
- I. Sovereign Immunity. Nothing contained in this Agreement shall be construed to be a waiver of the CITY's sovereign immunity or any individual's qualified good faith or official immunities.
- J. No Personal Liability. Nothing herein shall be construed as creating any individual or personal liability on the part of any of CITY's elected or appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys or volunteers. No such individual shall be personally liable to the CONTRACTOR or any successor in interest in the event of any default or breach by the CITY or for any amount which may become due to the CONTRACTOR or successor or on any obligation under the

terms of this Agreement. Likewise, CONTRACTOR'S performance of services under this Agreement shall not subject CONTRACTOR's individual employees, officers, or directors to any personal liability, except where CONTRACTOR is a sole proprietor. The Parties agree that their sole and exclusive remedy, claim, demand, or suit shall be directed and/or asserted only against CONTRACTOR or the CITY, respectively, and not against any elected or appointed official, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers.

- K. Force Majeure. Neither the CITY nor CONTRACTOR shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond their respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion, or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of CONTRACTOR; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection, or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.
- L. Headings. All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit, or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement.
- M. No Third Party Rights. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.
- N. Successors and Assigns. Subject to the provision of this Agreement regarding assignment, each Party binds itself, its partners, successors, assigns, and legal representatives to the other Party hereto, its partners, successors, assigns, and legal representatives with respect to all covenants, agreements, and obligations contained in the Contract Documents.
- O. Agreement Construction and Interpretation. CONTRACTOR represents that it has reviewed and become familiar with this Agreement and has notified the CITY of any discrepancies, conflicts or errors in the Contract Documents. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement. In the interest of brevity, the Contract Documents may omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.
- P. Material Condition. Each term of this Agreement is material, and CONTRACTOR's breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to the CITY at law or in equity.
- Q. Use of Singular and Plural. Words or terms used as nouns in the Agreement shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires contrary meaning.

IN WITNESS WHEREOF, the Parties hereto have each caused this Contract to be executed and delivered by a duly authorized officer, agent, or official as of the date set forth below.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

Date: _____

Approved as to Content:

Chris Lagerbloom, City Administrator

Approved as to form and legal sufficiency:
JARRARD & DAVIS, LLP

Joshua F. Jones, City Attorney

GARLAND/DBS, INC.

By: _____
Brian Lambert, President

Date: _____

Attest:

By: _____
Heidi Dobson, Corporate Secretary

Date: _____

APPENDIX "A"



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

City of Alpharetta
Public Works Roof B
1790 Hembree Rd
Alpharetta, GA 30009

Date Submitted: 10/10/2024
Proposal #: 25-GA-241081
MICPA # PW1925

GA General Contractor #:GCCO007844

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work:

- 1.** Install flute fill EPS to fit between ribs of metal panels
- 2.** Mechanically fasten 1" ISO over the flute filled metal deck.
- 3.** Apply GreenLock Membrane Adhesive in accordance to Garland specifications (2-2.5gal/SQ)
- 4.** Roll out 18' sheets of Flexbase E80 base sheet and let relax before application
- 5.** Install 18' sheets of Flexbase E80 onto adhesive using a heavy roller
- 6.** Immediately address any "mole runs" or "fish mouths", no heat welding is to occur.
- 7.** Install three inch (3") perlite cant strips at all curbs and base flashings set in a fibered asphalt mastic (Flashing Bond).
- 8.** Install new one ply base flashing system at all curbs, walls, and units. One ply base flashings shall consist of ply of Flexbase E80 mil SBS modified base sheet set in cold Green-Lock Flashing Adhesive at a rate of four (2-3) gallons per 100 square feet according to manufacturer's specifications
- 9.** All flashing laps and turn-bars shall be terminated using a three course application of fibered asphalt and reinforcement mesh. (Flashing Bond, 6" GarMesh, Flashing Bond)
- 10.** Apply KEE Lock Foam over field of roof in accordance to Garland specifications and ribbon patte
- 11.** Relax KEE-Stone FB 60 cap sheet prior to application
- 12.** Position KEE-Stone FB 60 and roll the membrane into KEE Lock Foam
- 13.** Make sure to NOT apply foam adhesive on any side laps where membrane is to be welded
- 14.** Broom in the KEE-Stone FB 60 membrane IMMEDIATELY after install to ensure even continuous contact between the fleece backing and the foam adhesive followed by a weighted roller to ensure contact with the adhesive and push out any air pockets.
- 15.** Once the KEE-Stone FB 60 is adhered, heat-weld lap seams to seal the membranes together.
- 16.** At all end laps, heat weld KEE-Stone 6" Utility Roll over joint to seal
- 17.** Install new pitch pans with umbrellas around difficult termination areas.
- 18.** Provide boots and accessory parts needed for the KEE system

19. Install new 24 gauge, kynar coated sheet metal details around all units, curbs and surface-mounted counter-flashings along walls and parapet walls according to SMACNA applications.
20. Install new 24 ga gutter and downspouts in plac of original
21. Install new 24 ga gravel stop around all rake perimeters.
22. All finished roof details shall conform to the material manufacturer's requirements for details so as to provide a Thirty (30) year "no dollar limit" (NDL) watertight warranty
23. Contractor is to guarantee all work against defects in materials and workmanship for a period of (5) years which will be provided to the material manufacturer.
24. Please note that Alpharetta may need to raise the height of AC units and curbs to accommodate new roofing heights.

Scope of Work: Structural

1. Connect all purlin lap connections with prescribed 4 bolt pattern on each end.
2. everywhere a purlin sits on the i beam, weld a support angle to the purlin and i beam on both sides in field and on single rake side where applicable.

Proposal Price Based Upon Market Experience:	\$	262,797
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Garland/DBS Price: Base Bid

1 Scott Edwards LLC	\$	262,797
2 National Building Contractors	\$	322,259
3 Innovative Roofing Group	\$	337,557

Garland/DBS Price: Add-Alternate with Structural Reparis

1 Scott Edwards LLC	\$	366,069
2 National Building Contractors	\$	423,678
3 Innovative Roofing Group	\$	438,499

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Plumbing, Mechanical, Electrical work is excluded.
2. Masonry work is included to which it obtains to the scope of work.
3. Interior Temporary protection is excluded.
4. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

John Petersen

John Petersen
Garland/DBS, Inc.
(216) 302-3777

APPENDIX "B"



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

City of Alpharetta
Community Center
2 Park Plaza
Alpharetta, GA 30009

Date Submitted: 10/31/2024
Proposal #: 25-GA-241029
MICPA # PW1925

GA General Contractor #:GCCO007844

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work: Yellow Wall Sections Only

1. Pressure wash exterior walls removing loose debris, dirt, and contaminants
2. Allow to dry a min of 48 hrs.
3. Apply (2) coats of Tuff Coat at a rate of 100 sq ft a gallon for each application.
4. A min of 2 hrs between coats.
5. All finished wall details shall conform to the material manufacturer's requirements for details so as to provide a Ten (10) yr manufacturers warranty.
6. Contractor is to guarantee all work against defects in materials and workmanship for a period of (5) years which will be provided to the material manufacturer.



Scope of Work: Yellow & Red Wall Sections

1. Same scope as above, but include all yellow and red wall



Proposal Price Based Upon Market Experience: \$ 25,658

Garland/DBS Price: Yellow Section

1 Scott Edwards LLC	\$	25,658
2 Innovative Roofing Group	\$	36,827
3 National Building Contractors	\$	46,796

Garland/DBS Price: Yellow & Red Sections

1 Scott Edwards LLC	\$	110,004
2 Innovative Roofing Group	\$	134,336
3 National Building Contractors	\$	141,060

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Plumbing, Mechanical, Electrical work is excluded.
2. Masonry work is included to which it obtains to the scope of work.
3. Interior Temporary protection is excluded.
4. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

John Petersen

John Petersen
Garland/DBS, Inc.
(216) 302-3777

APPENDIX "C"
FINAL AFFIDAVIT

STATE OF GEORGIA
COUNTY OF FULTON

TO CITY OF ALPHARETTA, GEORGIA

I, _____, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanics, and laborers employed by Garland/DBS, Inc. or any of its subcontractors in connection with the construction of Roofing Replacement/Community Center Restoration for City of Alpharetta, Georgia have been paid and satisfied in full as of _____, 20____, and that there are no outstanding obligations or claims of any kind for the payment of which City of Alpharetta, Georgia on the above named project might be liable, or subject to, in any lawful proceeding at law or in equity.

Signature

Title

Personally appeared before me this ____ day of _____, 20____. _____, who under oath deposes and says that he is _____ of the firm of Garland/DBS, Inc., that he has read the above statement, and that to the best of his knowledge and belief same is an exact true statement.

Notary Public

[NOTARY SEAL]

My Commission Expires

APPENDIX "D1"

**STATE OF GEORGIA
COUNTY OF FULTON**

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the City of Alpharetta has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period, and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification
Number

Signature of Authorized Officer or Agent

Date of Authorization

Printed Name and Title of Authorized Officer or
Agent

Garland/DBS, Inc.
Name of Contractor

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE _____ DAY OF
_____, 20____.

Roofing Replacement/Community Center
Restoration
Name of Project

Notary Public

City of Alpharetta, Georgia
Name of Public Employer

[NOTARY SEAL]

My Commission Expires:

I hereby declare under penalty of perjury that the
foregoing is true and correct.

Executed on _____, 20__ in _____
(City), _____ (state).

APPENDIX "D2"
SUBCONTRACTOR AFFIDAVIT

STATE OF GEORGIA
COUNTY OF FULTON

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with Garland/DBS, Inc. on behalf of the City of Milton has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Subcontractor

Roofing Replacement/Community Center
Restoration
Name of Project

City of Alpharetta, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 201__ in _____(City),
_____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or
Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF
_____, 201__.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

APPENDIX "E"
ADDITIONAL PAYMENT TERMS

Payment for Work Completed. The CITY will process approved payment requests under this PROJECT to the CONTRACTOR. Payment to sub-contractors and suppliers is the responsibility of the CONTRACTOR. The CITY will not entertain any other payment arrangements.

Invoices must be sent to:

Dennis Roland
City of Alpharetta
Public Works Department
1790 Hembree Road
Alpharetta, GA 30009
droland@alpharetta.ga.us

Payments may be made in the manner and on the periodic basis agreed to by the CITY prior to the commencement of the Work. Upon completion of the Work or, if agreed to by the CITY, upon completion of certain portions thereof, the CONTRACTOR must send an invoice detailing the appropriate charges as currently allowed. Upon receipt of CONTRACTOR's invoice and following inspections and confirmation of the performance of the subject portion of the Work, the CITY will make payment. Upon receipt of CONTRACTOR's final invoice and following final inspection and final acceptance of the Work, the CITY will make final payment. Subject to the withholding of any amounts due to the CITY as further set forth herein, all such invoices will be paid within forty-five (45) days by the CITY unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The CONTRACTOR will provide complete cooperation during any such investigation. No price adjustments will be made during the term or any extension of this Contract except upon mutual consent of the parties.

Notwithstanding any other provision of this Contract, and without prejudice to any of CITY's other rights and remedies, CITY will have the right at any time or times to deduct and withhold from any payment for services that may become due under this Contract, such amount or amounts as may reasonably appear necessary to compensate the CITY for any portion of the Work that is defective, damaged, flawed, unsuitable, non-conforming or incomplete. Acceptance of final payment will constitute a waiver of all claims against the CITY by the CONTRACTOR except for those claims previously made in writing against the CITY by the CONTRACTOR, pending at the time of final payment, and identified in writing by the CONTRACTOR as unsettled at the time of its request for final payment.

APPENDIX "F"

1. Permitted hours for Construction:

1. Between the hours of 7:00 AM and 7:00 PM Monday through Friday.
2. Work on Saturday will only be allowed if:
 - i. request is made at a minimum of 72 hours in advance of the start of the Saturday workday,
 - ii. no events are scheduled, and
 - iii. the workday is pre-approved by the Public Works Director or his designee.
3. If Contractor obtains pre-approval subject to the conditions provided in Section 2, immediately above, Work is only permitted on Saturday between the hours of 9:00 AM and 5:00 PM.
4. Work on Sunday is not permitted.

2. Traffic Control Measures, if necessary:

- (a) Contractor will be responsible for implementing and maintaining all necessary traffic control measures where necessary. Contractor will submit a traffic control plan to the City for approval prior to commencing any operations at a given location. Traffic can only be impeded between the hours of 9:00 AM and 4:00 PM. Traffic control is entirely the responsibility of the Contractor and must comply with MUTCD standards.
- (b) Should the Contractor decide to use police officers as part of their traffic control, only City of Alpharetta Police may be so used. Contact the City of Alpharetta Department of Public Safety.



STAFF REPORT

Department: Recreation, Parks & Cultural Services

Submitted By: Ruby Flynn

Meeting Date: December 2, 2024

AGENDA ITEM:

Invitation To Bid 25-005: Wills Park Equestrian Center Stall Cleaning

Consideration of approval of the award of a contract for ITB 25-005 for the Wills Park Equestrian Center Stall Cleaning to MAS Onsite Services, LLC (DBA The Dumpster Company) for an amount of \$279,715.20 and authorize the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the award of a contract for ITB 25-005 for the Wills Park Equestrian Center Stall Cleaning to MAS Onsite Services LLC DBA The Dumpster Company for an amount of \$279,715.20 and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: YES

TOTAL PROJECT COST: \$279,715.20 ANNUALLY

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Maintenance Contracts / 10061500-523860	\$279,715.20

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
n/a	\$0.00

ITEM DESCRIPTION:

This agenda item is for consideration to award ITB 25-005 for the Wills Park Equestrian Center Stall Cleaning. Procurement method selected is an Invitation To Bid (ITB). Recommended vendor is MAS Onsite Services LLC DBA The Dumpster Company.

BACKGROUND

The Equestrian Center has 298 permanent stalls, not all stalls are used for every event, but the ones that are used require cleaning after each event. In the ITB there is a per stall charge for cleaning after each Equestrian event. This includes the removal of manure/shavings from the stalls along with the removal of the waste from the Equestrian Center grounds. The waste is loaded into roll offs and hauled to a landfill or transfer station. MAS Onsite Services LLC, DBA The Dumpster Company has provided this service since 1999, and they are familiar with the expectations of the City of Alpharetta.

MAS Onsite Services LLC, DBA The Dumpster Company is the only company that submitted a response for this service. During the review process, the company was rated 97 out of 100 points. Other companies downloaded the ITB package but chose not to provide a quote due to logistics and locations.

During the tenure of this company providing this service, the per stall charges have increased from \$5.95 per stall in 2015 to \$11.95 in 2022. Per ton hauled has increased from \$35.00 in 2012 to \$89.00 in 2022. The per load charge has increased from \$100.00 in 2016 to \$145.00 in 2022. Labor costs have increased across the market, as

has the landfill cost for dumping and fuel prices have increased for hauling. The historical average of stalls cleaned in a year is 4,518 stalls, yielding an annual average of 866 tons and 321 loads.

The updated Equestrian Center User Agreement will incorporate increased charges for stall cleaning services, which will be passed along to the users of the facility. These charges will be subject to market rates, meaning that they may fluctuate based on factors such as:

- Labor costs
- Landfill dumping fees
- Fuel prices for hauling

As such, all fees related to the cleaning services will be changed in response to shifts in the market rates. The user agreement will clearly reflect this, ensuring transparency and allowing the center to adjust fees as needed to accommodate market conditions.

ALTERNATIVES:

Do not award a contract for ITB 25-005 to MAS Onsite Services LLC DBA The Dumpster Company and re-advertise the ITB.

ATTACHMENTS:

1. ITB 25-005 Preliminary Bid Tab (002)
2. ITB 25-005 - Scoring Summary (003)
3. No Bid Response
4. MAS Onsite Services
5. 25-005 Mas Onsite Services_WPEC Stall Cleaning_10172024 (004)
6. Eq stall analysis
7. Equestrian Center User Agreement



ITB 25-005 - Wills Park Equestrian Center Stall Cleaning

Preliminary Bid Tab

Project Overview

Project Details	
Reference ID	25-005
Project Name	Wills Park Equestrian Center Stall Cleaning
Project Owner	Abby Shipp
Project Type	ITB
Department	Recreation, Parks and Cultural Services
Budget	\$0.00 - \$0.00
Project Description	The City is accepting bids from experienced waste disposal firms for stall cleaning services at the Wills Park Equestrian Center. This procurement is issued under the authority of the City's Procurement Policy and applicable law. The City has the authority to reject all bids or any bid that is non-responsive or not responsible, and to waive technicalities and informalities to award a contract that is in the best interest of the City. All responses must be received before closing at https://cityofalpharetta.bonfirehub.com/, webpage for this project. Responses submitted by hard copy, mail, facsimile, or e-mail will not be accepted. Responses received after the closing time will not be considered. State of Georgia DOAS Event ID: PE-66085-NONST-2025-000000039 (25-005: Wills Park Equestrian Center Stall Cleaning).
Open Date	Aug 15, 2024 8:30 AM EDT
Close Date	Oct 03, 2024 2:00 PM EDT



Seal status

Requested Information	Unsealed on	Unsealed by
ITB 25-005 SOI Cost Sheet	Oct 03, 2024 2:04 PM EDT	Abby Shipp

Scoring Summary

Active Submissions

	Total	A-1 - Disclosure Form	A-2 - E-verify	B-1 - SOI
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	/ 97 pts
MAS Onsite Services LLC. DBA The Dumpster Company	97	Pass	Pass	97 (\$279,715.20)



ITB 25-005 - Wills Park Equestrian Center Stall Cleaning Scoring Summary

Active Submissions

	Total	A-3 - Local Vendor Preference	B - Cost - Bid Pricing	B-1 - SOI
Supplier	/ 100 pts	/ 3 pts	/ 97 pts	/ 97 pts
MAS Onsite Services LLC. DBA The Dumpster Company	97	0	97	97 (\$279,715.20)

From: [John](#)
To: [Purchasing](#)
Subject: Re: Wills park stall cleaning bid
Date: Wednesday, September 18, 2024 6:25:14 PM

This message could be suspicious

- This name is similar to someone in the City of Alpharetta.
- This is a personal email address.
- This is their first email to the City of Alpharetta.

Mark as Safe

Report this Email

Powered by Mimecast

Dear Ms. Shipp,

Good afternoon

I regret to inform you that after much consideration Equestrian Resources has decided not to place a bid on the Wills Park Stall Cleaning Project. We do feel we are a good fit for your project. Equestrian Resources is an Eco-friendly business as we do not haul the animal waste to a landfill rather we mix it with poultry litter and grind it and then apply it to agricultural land as a soil amendment rich in nitrogen, potassium, and phosphorus.

Thank you for allowing Equestrian Resources to look at your project and thank you for answering our questions.

Equestrian Resources services large training and boarding facilities in the Alpharetta and Milton area but our business operation is an hour away so the logistics and costs associated with your project makes it difficult for us to work it out.

We wish the City of Alpharetta and Wills Park equestrian center the very best

Sincerely,

Equestrian Resources



Cover Letter/Business Profile

Dear Ms. Shipt,

I am writing to express our enthusiastic interest in providing stall cleaning services for the Wills Park Equestrian Center. At Mas Onsite Services LLC, doing business as The Dumpster Company, we bring over 40 years of combined experience in waste management, positioning us as industry leaders committed to sustainability and service excellence.

Our extensive background has equipped us with a deep understanding of the unique challenges faced by municipalities like the City of Alpharetta. We have actively co-written legislation aimed at banning yard waste from Municipal Solid Waste (MSW) landfills, thus promoting wood waste recycling and enhancing landfill longevity. Such initiatives are crucial for sustainable waste management, which aligns perfectly with the City's commitment to environmentally responsible practices.

Moreover, our pioneering efforts in launching the first curbside recycling program in Atlanta underscore our ability to recognize and act on emerging trends. This foresight ensures that we are

not only prepared for current needs but also anticipate future developments in waste management, allowing the City of Alpharetta to stay ahead of the curve.

In addition to our waste management services, we offer waste stream consulting to help clients navigate more challenging waste streams. Our team provides expert advice on how to identify & reduce overall waste output while advising alternative waste management solutions. By identifying opportunities to minimize waste, we empower clients to implement more sustainable practices. This not only benefits operations but also has the ability to contribute to the City of Alpharetta's environmental goals, reducing the overall waste burden on the local landfills in our area.

Our experience extends to identifying and permitting solid waste transfer facilities, recognizing the necessity for innovative solutions as local landfills approach capacity. This knowledge will enable us to provide efficient, reliable services that alleviate the burden on city resources while maintaining high operational standards.

By choosing us for stall cleaning at the Wills Park Equestrian Center, the City of Alpharetta will benefit from our proven ability to manage projects of all sizes while maintaining exceptional customer service. Our extensive client retention history demonstrates our commitment to building long-term relationships based on reliability and trust—qualities that are essential for the effective management of public facilities.

Additionally, our sister company, Comfort Zone Portables, has successfully collaborated with various municipalities, including DeKalb, Fulton, Gwinnett, and Henry County. This experience guarantees that we understand the specific needs of public sector clients and can adhere to service schedules that meet the City's expectations week in and week out.

Our leadership team is well-equipped to handle the demands of this project, and our commitment to providing superior service will ensure that the City of Alpharetta has a dependable partner in Mas Onsite Services LLC. We are dedicated to demonstrating how our vast experience translates into reliable, effective services that will enhance the operations at Wills Park Equestrian Center.

Thank you for considering our proposal. We look forward to the opportunity to discuss how our experience can directly benefit the City of Alpharetta and support your goals for the equestrian center.

Sincerely,
Mark Slade
Owner/CEO
Mas Onsite Services LLC
DBA The Dumpster Company

Business Information

Business Name: Mas Onsite Services LLC. DBA The Dumpster Company

Business Address: 15155 N. Valleyfield Road Milton, GA 30004

Contact

Contact Name: Mr. Mark Slade

Contact E-mail: Mark@thedumpstercompany.net

Contact Phone Number: 404-918-3187

References

1. Troy Fears
 - **Reference Company Name:** Starhaulers LLC.
 - **Reference Phone Number:** 770-296-0453
2. Stan Sparrow
 - **Reference Company Name:** Stan W. Sparrow & Company
 - **Reference Phone Number:** 770-664-0249
3. Warren Colgrove
 - **Reference Company Name:** Warren Colegrove Handyman Incorporated.
 - **Reference Phone Number:** 678-468-0472

City of Alpharetta
ITB 25-005, Wills Park Equestrian Center Stall Cleaning
Schedule of Items

Contractor Name:

Instructions for Bid Form completion:

1. This form MUST be used to submit cost proposal.
2. Do not include a copy of this Schedule of Items in your technical bid information.
3. Complete all highlighted fields. See end of form for bid authorization and contact info.
4. Verify all amounts entered. This form will be used for bid price award.
5. During the bid opening, only the bid grand total will be called.
6. Enter unit cost only. Form will calculate the extension by multiplying Quantity by Unit Cost entered.

Description	Unit Price	Estimated Quantity*	Extended Price
Labor per stall	19.50	5,669	110,545.50
Roll off container, including hauling charges	225.00	357	80,325.00
Dumping waste/manure at landfill per ton	105.00	846.14	88,844.70
Grand total			279,715.20

* Quantity is estimated based on July 2023 - June 2024 data. Quantities are subject to change.

Bid Price Certification

In compliance with Scope of Project/Specifications, the undersigned offers and agrees that if this Bid is accepted by the City Council within sixty (60) days of the date of ITB Response Due Date and Bid opening, that the undersigned will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

Company Name:	Mas Onsite Services LLC. DBA The Dumpster Company
Company Address:	15155 North Valleyfield Road Milton, Ga 30004
Authorized Signature(s):	Mark Slade
Print/Type Name(s) and Title(s):	Mark Slade CEO/Owner
Date Signed:	10/2/2024
Contact Info - Phone Number:	404-918-3187
Contact Info - E-mail Address:	mark@thedumpstercompany.net

BIDDER'S DISCLOSURES AND CERTIFICATIONS

PROCUREMENT NUMBER & TITLE: ITB 25-005: Wills Park Equestrian Center Stall Cleaning

DISCLOSURE FORM AND CERTIFICATION OF NON-COLLUSION			
Bidder must disclose any possible conflict of interest and/or any relationship that exists between any principal or employee of your corporation/firm/team/organization and with any City elected official and/or employee. Relationship may be financial, personal, or family or may be in the form of campaign contributions to elected officials. State whether Relationship DOES or DOES NOT exist. Failure to disclose or to submit this completed form may result in response being declared non-responsive and will not be considered further.			
Check applicable box. Use additional forms if needed:	No known relationship exists ☒	Yes, Relationship does exist ☐	If this box checked, include the name and position of the City Official to whom a campaign contribution was made or official/employee relationship. Use a separate form for each official to whom a contribution has been made within the past two (2) years or for additional official/employee relationships.
City Elected Official and/or Employee Name and position			
Contribution Amount/Value (if any)		Contribution Date and Description	
List other Relationship if not contribution			

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
The Contractor certifies to the best of its knowledge and belief that neither it nor any of its principals:
1. are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;
2. have within a three-year period preceding this bid/offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;
3. are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 2 of this certification;
4. have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.

By signing this form, I certify that:

- As an officer of this firm, or per the attached letter of authorization, I am duly authorized to certify the information provided herein is accurate and true; and my firm shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.
- That the firm's response is made without prior understanding, agreement, or connection with any corporation, firm, team, organization, or person submitting a response for the same materials, supplies, equipment, opportunity, or services and is in all respects fair and without collusion or fraud. My firm understands and agrees that bid/proposal collusion is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards;
- Employees of this company or employees of any company supplying material or subcontracting to do work on this Contract will not engage in business ventures with employees of the CITY or Consulting Engineers nor shall they provide gifts, gratuities, favors, entertainment, loans or other items of value to employees of this Department, and
- That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect. O.C.G.A. 45-10-20 through 45-10-28 provide that it is unlawful for a City elected official or employee to transact business with the City by which that person is employed for himself, on behalf of a business in which the employee or his/her spouse or dependents has a substantial interest, or on behalf of anyone as agent, broker, dealer, or representative.

MAS Onsite Service LLC - OGA
Company Name The Dumpster Company
Mark A. Slade
Signature of Authorized Officer or Agent

9-18-2024
Date

Mark A. SLADE
Printed Name & Title of Authorized Officer or Agent

MAS Onsite Service LLC.
Company Address 15155 N. Valleyfield Rd.
MILTON, GA 30004

Subscribed and sworn before me on this the

18 day of SEP, 2024

S. M. MODI
Notary Public

10/02/2026
My Commission Expires
(Notary Stamp)



Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. MAS ONSITESERVICES LLC. DBA THE DUMPSTER COMPANY	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☒ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions. 15155 N. VALLEYFIELD ROAD	Requester's name and address (optional)
	6 City, state, and ZIP code ALPHARETTA, GA 30004	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
8	6		2	1	0	2	0	9	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► Mark A. Slade	Date ► 9/18/2024
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Question Set 1: Acknowledgements

#	Question	Response		Comment	Status
1.0.1	Addenda Acknowledgement, enter the number of addenda received: Response Type: Select 0, 1, 2, etc.	3	Received		Complete
1.0.2	Insurance Requirement Acknowledgement, Response Type: Yes, No entry.	Yes	We have it		
2 Questions		100.00% Complete			

Question Set 2: Requested Information

#	Question	Response	Comment	Status
2.0.1	Authorized signer for contract execution in DocuSign: Name, business title, email address, Response Type: Response Type: text entry.	Mark Slade, Owner/CEO, mark@thedumpstercompany.net		Complete
2.0.2	Legal notices contact needed for contracting: Business name and mailing address, contact name, Response Type: text entry.	Mark Slade, Owner/CEO, mark@thedumpstercompany.net		
2.0.3	Unique Entity ID / identifier used at SAM.gov, Response Type: alphanumeric entry	LH4QLMMDQA75		
2.0.4	Corporate secretary for contract execution in DocuSign: Name, business title, email address, Response Type: Response Type: text entry.	Mark Slade, Owner/CEO, mark@thedumpstercompany.net		
2.0.5	Note the employee-number category for your company (all locations). Select either 500 or more employees, 100 or more employees, or less than 100 employees.	less than 100 employees	less than 100 employees	
5 Questions		100.00% Complete		

CITY OF ALPHARETTA
STANDARD CONTRACT FOR SERVICES

This Contract for Services (this "*Contract*") for the City of Alpharetta is made and entered into and is effective upon execution (the "*Effective Date*"), by and between **Mas Onsite Services, LLC dba The Dumpster Company**, a Georgia corporation with its principal office located at 15155 North Valleyfield Road, Milton, GA 30004 (the "*Consultant*") and the **City of Alpharetta**, a municipal corporation of the State of Georgia (the "*City*").

1. Contract Documents. The Contract Documents consist of this Contract, the City's Invitation to Bid 25-005, dated August 15, 2024 (the "*ITB*"), including any addenda thereto, and the Contractor's Submission dated October 2, 2024 (the "*Bid*"), all of which collectively are incorporated herein by reference (collectively, the "*Contract Documents*"). In the event of any conflict in the Contract Documents, the provisions and requirements set forth in this Contract will govern; provided, however, to the extent any of Consultant's obligations or duties set forth in the ITB exceed the requirements provided within the Bid or this Contract, or the City finds any of the terms set forth in the ITB more desirable, the terms set forth in the Bid will control. Subject to the foregoing, if there is a conflict between the language in the ITB and the Bid, the language in the former will govern.
2. Scope of Services. The Consultant's duties and scope of services are specifically set forth in the ITB (the "*Work*") and, in general, include, but may not be limited to, stall cleaning services at the Wills Park Equestrian Center, providing containers for the shavings/manure, and removal and proper disposal of the waste. All services shall be performed in accordance with the Occupational Safety and Health Administration (OSHA) standards and all applicable Federal, State, and local laws, ordinances, rules as well as regulations and codes.
3. Contract Prices. For authorized orders made by the City's Designated Representatives, the City shall pay Contractor in accordance with the firm, fixed prices established in Contractor's Schedule of Items, which is attached hereto and incorporated herein as Exhibit "A." The contract does not guarantee a certain amount of work or annual sum.

This price includes the full development and provision of all deliverables as specified in the ITB and Bid, as further supplemented or modified by the City's requirements. The City will process approved payment requests under this project to the Consultant. Payment to sub-contractors and suppliers is the responsibility of the Consultant. The City will not entertain any other payment arrangements.

Invoices must be sent to:

City of Alpharetta
Department of Recreation, Parks & Cultural Services
2 Park Plaza
Alpharetta, GA 30009
Attn: Ruby Flynn

Payments may be made in the manner and on the periodic basis agreed to by the City prior to the commencement of the Work. Upon completion of the Work or, if agreed to by the City, upon completion of certain portions thereof, the Consultant must send an invoice detailing the appropriate charges as currently allowed. Upon receipt of Consultant's invoice and following inspections and confirmation of the performance of the subject portion of the Work, the City will make payment. Upon receipt of Consultant's final invoice and following final inspection and final acceptance of the Work, the City will make final payment. Subject to the withholding of any amounts due to the City as further set forth herein, all such invoices will be paid within forty-five (45) days by the City unless any items thereon are questioned, in which event payment will be

withheld pending verification of the amount claimed and the validity of the claim. The Consultant will provide complete cooperation during any such investigation. For any such renewal term commencing after the first two (2) years of this Contract, rates may be increased by the lesser of four percent (4%) or the Municipal Cost Index (MCI) (most recent month). Consultant must provide the City with the subsequent rates for any renewal term, if different from the then existing rates, at least ninety (90) days prior to the expiration of the then existing term. Subsequent rates are guaranteed for a minimum of twelve (12) months. Notwithstanding any other provision of this Contract, and without prejudice to any of City's other rights and remedies, City will have the right at any time or times to deduct and withhold from any payment for services that may become due under this Contract, such amount or amounts as may reasonably appear necessary to compensate the City for any portion of the Work that is defective, damaged, flawed, unsuitable, non-conforming or incomplete. Acceptance of final payment will constitute a waiver of all claims against the City by the Consultant except for those claims previously made in writing against the City by the Consultant, pending at the time of final payment, and identified in writing by the Consultant as unsettled at the time of its request for final payment.

4. Commencement of Work; Time for Performance; Project Manager.

- (a) Commencement of Work. The Consultant must not proceed to perform the Work until on or after contract execution and receipt of the Notice to Proceed.
- (b) Time for Performance. From receipt of the Notice to Proceed, the Consultant shall perform the Work in accordance with the project schedule mutually agreed to by the parties prior to the commencement of Work until completion. The Consultant shall fully perform and complete the Work.
- (c) Time is of the Essence. All limitations of time set forth in this Contract are of the essence. The foregoing notwithstanding, Consultant shall not have liability for or be deemed in breach of this Contract because of delays caused by natural disasters, adverse weather, civil insurrection, or by a shelter-in-place or other city, state, or nation-wide "shut-down" order due to civil insurrection or a pandemic event.

5. Term and Termination. The term of this Contract is five (5) years, to begin as of the Effective Date and subject to the below. This Contract may be terminated prior to the term ending by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract. Prior to such termination, the non-defaulting party must give notice to the defaulting party of the failure or default. Such party will have fifteen (15) days from the date of the notice to cure the default or failure if such default or failure is capable of being cured. Upon failure to cure the default or failure within fifteen (15) days, or if such failure or default is not capable of being cured, the non-defaulting party may terminate the Contract effective immediately upon the provision of written notice as provided in Section 13 (*Notices*). The Contract may also be terminated prior to term by the City for City's convenience upon the provision of not less than fourteen (14) days written notice to the Consultant. In the event of such termination, the Consultant will be compensated for services performed prior to termination. Such amount will be paid by the City upon the Consultant's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries and other information and materials as may have been accumulated by the Consultant in performing the services included in this Contract, whether completed or in progress. All unperformed obligations incurred by Consultant prior to such date will survive termination of this Contract.

As required by O.C.G.A. § 36-60-13, this Contract will automatically and absolutely terminate without further obligation on the City on the last day of its fiscal year, each year of the term of this Contract, and furthermore, this Contract shall automatically renew on the first day of its fiscal year, each year of the term of this Contract, unless written notice is given by the City of its intent to terminate the Agreement at least sixty (60) days prior to the last day of any given fiscal year. Title

to any supplies, materials, equipment, or other personal property shall remain in Consultant until fully paid for by the City (if any such transfer of title is applicable to this Contract).

6. Representations and Warranties. Consultant represents and warrants that:
 - (a) Consultant has full power and authority to perform its obligations hereunder and to deliver the products and services set forth in the Contract Documents to the City without the consent of any other person or entity, and the products and services will be delivered free and clear of any lien, encumbrance, security interest or other claim, of whatever nature;
 - (b) Consultant will comply with all applicable statutes, rules, regulations and requirements of any governmental agency or authority, whether now or hereafter enacted, in performing its obligations hereunder, and the products and services will comply with all such statutes, rules, regulations and requirements in effect at the time of delivery to and acceptance by the City;
 - (c) Consultant will perform its obligations hereunder in a good, professional and workman-like manner and in strict accordance with City's specifications and the terms of this Contract;
 - (d) All services performed by the Consultant under this Contract will be conducted in a manner consistent with the level of care and skill ordinarily exercised by other members of Consultant's profession or trade currently practicing in the same locality under similar conditions; and
 - (e) Consultant, in the performance of its duties under this Contract, including, but not limited to, its dealings with property owners, developers, contractors, consultants, architects and any local, state or federal governmental agency or political subdivision, will owe its primary duty of loyalty to the City.
7. Licenses, Registrations, Certifications and Permits. The Consultant will be responsible for obtaining and keeping in a valid status, all licenses, registrations, certifications and permits necessary to perform the Work as required by law. Consultant represents to the City that the Consultant and its employees are properly licensed and/or registered within the State of Georgia for the performance of the services required herein, provided such licensure and/or registration is required by applicable law. Consultant will supply copies of any such licenses, certifications or permits to the City upon request.
8. Insurance.
 - (a) Insurance Generally. Consultant must obtain and must continuously keep during the term of this Contract insurance of the kind and in the minimum amounts as specified in the RFP, as follows:
 - i. Statutory Worker's Compensation and Employers Liability Insurance in the minimum amount of Five Hundred Thousand Dollars (\$500,000) or as required by applicable law, whichever is greater, for all employees and other persons as may be required by Georgia law. If Consultant is self-insured, Consultant must additionally provide the City with a certificate from the Georgia Board of Workers' Compensation stating that the Consultant qualifies to pay its own workers' compensation claims.
 - ii. Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate. The policy must apply to all premises and all operations of the Consultant. The policy must include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy must contain a severability of interests' provision. Coverage must be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance must be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.

- iii. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury of not less than One Million Dollars (\$1,000,000) per occurrence and property damage of not less than One Hundred Thousand Dollars (\$100,000) per occurrence with respect to each of the Consultant's owned, hired and non-owned vehicles assigned to or used in performance of the Work. The policy must have a severability of interests' provision. Such insurance coverage must extend to all of Consultant's subcontractors. Such coverage must include all automotive equipment used in the performance of the Contract, both on and off any work site, and such coverage must include non-ownership and hired cars (vehicles and equipment) coverage. Such insurance must be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.
- iv. Umbrella/Excess Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate. Such policy must supply the same coverage set forth in the Comprehensive General Liability insurance policy. Such insurance must be endorsed to name the City, and its elected officials, officers, employees and agents as additional insured parties.

(b) Requirements of Insurance.

- i. Insurance must be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All insurance must be continuously kept covering all liability, claims, demands, and other obligations assumed by the Consultant.
- ii. No policy of insurance will contain any exclusion for bodily injury or property damage arising from completed operations.
- iii. Every policy of insurance must provide that the City will receive notice no less than thirty (30) calendar days prior to any cancellation, termination, or a material change in such policy.
- iv. Proof of required insurance must be maintained in all equipment and motor vehicles insured in accordance with the provisions of this Contract.
- v. Consultant will ensure that any and all policies of insurance procured hereunder will provide for a waiver of subrogation against the City, and Consultant waives any claim against the City arising in contract or tort which is covered by its insurance hereunder.

(c) Failure to Obtain or Maintain Insurance. The Consultant's failure to obtain and continuously maintain policies of insurance in accordance with this Section and its subsections will not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Consultant arising from performance or non-performance of this Contract. Failure on the part of the Consultant to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits will constitute a material breach of this Contract upon which the City may immediately terminate this Contract without advance notice.

(d) Insurance Certificates. Consultant must provide proof of such insurance to the City contemporaneously with the execution of this Contract. Prior to commencement of the Work, Consultant must submit to the City certificates of insurance for all required insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section and its subsections must be indicated on each certificate of insurance. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied.

(e) Other Insurance. Consultant must maintain such other types and/or amounts of insurance as reasonably required by the City from time to time.

9. Indemnification. Consultant will, to the fullest extent permitted by law, indemnify and hold harmless the City, including its elected officials, officers, employees, and agents, from and against any and all claims, demands, losses, liabilities, suits, actions, costs, expenses (including expenses of litigation and attorneys' fees) and damages ("Claims") of any type or nature, including, but not limited to, Claims for injury to person or property, provided that this indemnity obligation shall only apply to the extent Claims are caused by or result from the negligence, recklessness, or intentionally wrongful conduct of the Consultant or other persons employed or utilized by the Consultant in the performance of this Contract. Nothing in this Section or this Contract will be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third-party beneficiaries.

10. Subcontractors and Consultant Personnel.

- (a) No Subcontractors. No subcontractor or consultant will be retained by Consultant to perform services under this Contract without the prior written consent of the City, except for those subcontractors previously identified in the RFP.
- (b) Subcontractor Requirements. Administration of any approved subcontractor will be the Consultant's responsibility and all subcontracts must require each subcontractor to be bound by all pertinent portions of this Contract and to assume all applicable obligations and responsibilities which the Consultant by this Contract assumes toward the City. In particular, and not by way of limitation, all indemnification and insurance provisions will be fully binding upon any subcontractor providing a portion of the services, for all intents and purposes as if said subcontractor were a party to this Contract.
- (c) Key Staff. Where Consultant has specifically identified certain personnel in the RFP for the performance of certain portions of the Work (such personnel hereinafter referred to as "Key Staff"), Consultant will assign and furnish such Key Staff to perform the respective tasks and responsibilities as set forth in the RFP. Consultant agrees not to transfer or reassign any member of its Key Staff or the respective tasks or responsibilities of a member of Key Staff without the prior written consent of the City, except for the following reasons, as applicable:
 - (i) Situations where a member of Key Staff requests a transfer from his or her respective employer in order to accept a promotion or special assignment, which has been offered to him or her by such employer based upon his or her special education, qualifications or career path;
 - (ii) Disciplinary reasons;
 - (iii) Failure of the member of Key Staff to perform his or her respective tasks or responsibilities; or
 - (iv) At the request of the member of Key Staff.

In the event Consultant permanently transfers or reassigns a member of Key Staff or the respective tasks or responsibilities of a member of Key Staff for any of the foregoing reasons, Consultant will provide the City Administrator with prompt written notice of such transfer or reassignment and explain the basis of the transfer or reassignment. In the event of a vacancy in the position of any member of Key Staff, Consultant agrees to cooperate with the City in providing a replacement and make selection of a replacement without undue delay, in good faith, and in the best interests of the City.

Further, the City will have the right, utilizing an objective standard based on current and past performance of the subject Work, to require Consultant to reassign the tasks and/or responsibilities of any member of Key Staff to a different representative of Consultant. Consultant agrees to permanently transfer the tasks and responsibilities of any member of Key Staff as soon as reasonably possible upon notification by the City Administrator.

11. Independent Contractor. The Consultant will always be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture or partner of the City. Consultant will have no authority to contract for or bind City in any manner. Consultant will have and maintain the responsibility for and control of the rendition of the Work, the discipline of its employees, and other matters incident to the performance of the Work (services, duties and responsibilities as described and contemplated herein). Notwithstanding any other provision(s) of this Contract to the contrary, no employee or subcontractor of Consultant will be considered an "employee" of the City during the performance of this Contract (the term "employee" will have the same meaning as provided in IRS Publication No. 15 (2014)(Circular E).
12. Conflict of Interest. The Consultant represents that it has not, within two (2) years preceding the execution of this Contract, made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person (including any member of such person's immediate family), having the duty to recommend, the right to vote upon, or any other direct influence on the selection of the Consultant to provide products and services to the City. This provision will not apply to legal campaign contributions, provided that such contributions have been disclosed in Consultant's response to the City's RFP.
13. Notices. All contractual notices and communications under this Contract will be considered sufficient if given by certified mail or statutory overnight mail with return receipt requested, or hand delivered:
 - (a) If to the Consultant, at the following address:

Mas Onsite Services dba The Dumpster Company
15155 North Valleyfield Road
Milton, GA 30004
Attention: Mark Slade
 - (b) If to the City, at the following address:

City of Alpharetta
Department of Recreation, Parks & Cultural Services
2 Park Plaza
Alpharetta, GA 30009
Attention: Morgan Rodgers
 - (c) With a copy to:

Alpharetta City Attorney
Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040

For the purposes of this Contract, the effective date of notice will be the date that the notice is placed in certified or statutory overnight mail or placed with a courier for hand delivery.

14. Public Records. Consultant understands that in accordance with O.C.G.A. § 50-18-70, *et seq.*, the public has a right of reasonable access to all public records of the City, subject to certain exceptions set forth therein or as otherwise provided by law, and agrees to allow access by the City to all documents subject to disclosure under applicable law. Consultant's willful failure or refusal to comply with the provisions of this Section will result in the immediate termination of this Contract by the City. Further, Consultant agrees to keep all public records in accordance with the City's records retention and disposal policies, O.C.G.A. § 50-18-92, *et seq.*, and the Georgia Administrative Code. Notwithstanding the foregoing, nothing contained herein will limit the Consultant's or the City's right to defend against disclosure of records alleged to be public.

15. Compliance with Illegal Immigration Reform and Enforcement Act:

E-Verify Program: The City is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City will not enter into a contract for the “physical performance of services” (as defined in O.C.G.A. § 13-10-90) unless the Consultant registers and participates in a federal work authorization program (E-Verify). The E-Verify affidavit or the secure identifiable document submitted by the Consultant will become part of the Contract Documents.

(a) Requirement to Participate in a Federal Work Authorization Program (E-Verify):

- i. Pursuant to O.C.G.A. § 13-10-91, Consultant represents, warrants, acknowledges, and/or agrees that:

The Consultant has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;

Subcontractors will not enter into any contract with the Consultant for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and

Sub-subcontractors will not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.

- ii. As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is “E-Verify” (<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>) operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at that website address.

(b) Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

- i. Consultant, if providing the physical performance of services under this contract, will comply with the requirements of O.C.G.A. § 13-10-91.
- ii. Pursuant to O.C.G.A. § 13-10-91, in the event the Consultant employs or contracts with a subcontractor in connection with the covered contract, the Consultant will secure from such subcontractor attestation of the subcontractor’s compliance with O.C.G.A. § 13-10-91 by the subcontractor’s execution of the subcontractor affidavit, the form of which is included in Appendix B of the RFP, and will maintain a record of such attestation for inspection by the City at any time. Such subcontractor affidavit will become a part of the Consultant/subcontractor agreement. Further, it will be the duty of the Consultant to submit copies of all affidavits, drivers’ licenses, and/or identification cards required pursuant to this Section, as applicable, to the City within five (5) business days of receipt.
- iii. Pursuant to O.C.G.A. § 13-10-91, in the event the Consultant employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor’s compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor’s execution of the sub-subcontractor affidavit, the form of which is included in Appendix B of the RFP, and maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit will become a part of the subcontractor/sub-subcontractor agreement. Any subcontractor receiving an affidavit from a sub-subcontractor will

forward notice to the Consultant of the receipt, within five (5) business days of receipt, of such affidavit. Further, it will be the duty of any sub-subcontractor to forward notice of receipt of any affidavit from a sub-subcontractor to the subcontractor or sub-subcontractor with whom such receiving sub-subcontractor has privity of contract. Any subcontractor receiving notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor will also forward, within five (5) business days of receipt, a copy of such notice to the Consultant.

- iv. In lieu of the affidavit required by this Section, if Consultant, or any subcontractor or sub-subcontractor, as applicable, has no employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of the Contract (or the subcontractor's or sub-subcontractor's portion of work utilized to perform part of the Contract with the City), such party will instead provide a copy of his or her state issued driver's license or state issued identification card.
- (c) The Consultant must comply with all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations promulgated in relation thereto.
- (d) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and these rules, and any affidavit related hereto, will be open for public inspection in this State at reasonable times during normal business hours.

16. Miscellaneous.

- (a) Compliance with Laws; No Discrimination. The Consultant, including any approved subcontractors, must, in performance of the Work, fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, Title VI of the Civil Rights Act of 1964 and its amendments, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. In performance of the Work, the Consultant will not discriminate against any person on the basis of race, color, religion, gender, national origin or ancestry, age, creed, marital status, physical or mental disability, or political ideas and will further ensure that Consultant's agents and/or subcontractors comply with same. Further, Consultant, its agents and subcontractors must affirmatively comply with all applicable provisions of federal, state and local equal employment laws and will not engage in or commit any discriminatory practice against any employee, applicant or person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot lawfully be used as a basis for the provision or denial of employment or service delivery.
- (b) Governing Law. This Contract is executed and will be performed in the State of Georgia, and this Contract will be construed and enforced per the laws of the State of Georgia. Subject to Subsection (j) below (*Arbitration*), venue for any action arising out of this Contract will lie in the appropriate court of Fulton County, Georgia.
- (c) Captions. Titles or captions of sections contained in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or prescribe the scope of this Contract or the intent of any provision.
- (d) Electronic Signature. This Contract may be executed by electronic signature, and such signature will have the same validity and effect as a signature affixed by hand and will constitute an original for all purposes.

- (e) Severability. In the event that any provision hereof is held to be invalid or unenforceable, such provision will be severed from this Contract and will not affect the validity or enforceability of the remainder of this Contract.
- (f) Entire Agreement. This Contract supersedes all prior discussions and agreements between the parties with respect to the matters contained herein and constitutes the sole and entire agreement between the parties.
- (g) Persons Bound. This Contract will be binding upon and will inure to the benefit of the parties, their respective successors, successors in title, legal representatives, heirs and permitted assigns. This Contract may not be assigned by the Consultant without the prior written consent of the City.
- (h) Amendment. No term or provision of this Contract may be amended, waived, supplemented, modified or terminated except by an instrument in writing signed by the party against whom the enforcement of the amendment, waiver, supplement, modification or termination is sought.
- (i) Waiver. The City's failure or forbearance to enforce any term hereof will not be deemed to be a waiver of such right or claim, or any right of claim hereunder. Moreover, the City's waiver of any term hereof will not operate or be construed as a waiver of any subsequent breaches of the same or any other term.
- (j) Arbitration. Any dispute arising out of this Contract will, at the option of the City of Alpharetta, be submitted to binding arbitration conducted in Atlanta, Georgia in accordance with the rules of the American Arbitration Association.
- (k) Additional Terms of Consultant. The City will not be bound by any terms and conditions included in any Consultant invoice, packaging, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.
- (l) Presumptions and Interpretations. The parties further agree that should any provision of this Contract require interpretation or construction, the court, administrative body or other entity interpreting or construing this Contract will not apply a presumption that the provisions hereof will be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared same, it being agreed that all parties and/or their respective attorneys and agents have been fully afforded the opportunity to review all provisions of this Contract.
- (m) No Third-Party Beneficiaries. Nothing contained in this Contract is intended to or will create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or sub-contractor of the Consultant. Absolutely no third-party beneficiaries are intended by this Contract. Any third-party receiving a benefit from this Contract is an incidental and unintended beneficiary only.
- (n) No Waiver of Governmental Immunity. Nothing in this Contract will be construed to waive, limit, or otherwise modify any governmental or sovereign immunity that may be available by law to the City, its elected officials, officers, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental or sovereign immunity afforded or available pursuant to Georgia Statutes.
- (o) Publicity Provision. Consultant will not use any trademarks, service marks, or logos of the City without the City's express prior written consent. Consultant will not identify or make reference to the City in any advertising or other promotional modality regardless of its form without the express prior written consent of the City.

- (p) Survival. Any and all provisions of this Contract creating obligations extending beyond the term of this Contract, including, without limitation, Consultant's warranty of products and labor and the indemnification provisions contained herein, will survive the expiration or termination of this Contract, regardless of the reason for such termination.

(signature page follows)

Contract: Wills Park Equestrian Center Stall Cleaning
Contract No.: 25-005

IN WITNESS WHEREOF, the parties hereto have each caused this Contract to be executed and delivered by a duly authorized officer, agent, or official as of the date set forth below.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

Date: _____

Approved as to substance:

Chris Lagerbloom, City Administrator

Approved as to form:
JARRARD & DAVIS, LLP

Jennifer McCall, City Attorney

**MAS ONSITE SERVICES, LLC DBA THE
DUMPSTER COMPANY**

By: _____
Mark Slade, Owner/CEO

Attest:

By: _____
Mark Slade, Owner/CEO

Date: _____

EXHIBIT "A"

City of Alpharetta				
ITB 25-005, Wills Park Equestrian Center Stall Cleaning				
Schedule of Items				
Contractor Name: Mas Onsite Services DBA The Dumpster Company				
Instructions for Bid Form completion:				
1. This form MUST be used to submit cost proposal.				
2. Do not include a copy of this Schedule of Items in your technical bid information.				
3. Complete all highlighted fields. See end of form for bid authorization and contact info.				
4. Verify all amounts entered. This form will be used for bid price award.				
5. During the bid opening, only the bid grand total will be called.				
6. Enter unit cost only. Form will calculate the extension by multiplying Quantity by Unit Cost entered.				
Description	Unit Price	Estimated Quantity*	Extended Price	
Labor per stall	19.50	5,669	110,545.50	
Roll off container, including hauling charges	225.00	357	80,325.00	
Dumping waste/manure at landfill per ton	105.00	846.14	88,844.70	
Grand total			279,715.20	
* Quantity is estimated based on July 2023 - June 2024 data. Quantities are subject to change.				
Bid Price Certification				
In compliance with Scope of Project/Specifications, the undersigned offers and agrees that if this Bid is accepted by the City Council within sixty (60) days of the date of ITB Response Due Date and Bid opening, that the undersigned will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.				
Company Name:	Mas Onsite Services LLC. DBA The Dumpster Company			
Company Address:	15155 North Valleyfield Road Milton, Ga 30004			
Authorized Signature(s):	Mark Slade			
Print/Type Name(s) and Title(s):	Mark Slade CEO/Owner			
Date Signed:	10/2/2024			
Contact Info - Phone Number:	404-918-3187			
Contact Info - E-mail Address:	mark@thedumpstercompany.net			

Budget Year	\$ spent	# of stalls	# of Loads	# of tons	Fuel Surcharge	Per Stall	Per load
2007	\$97,532.20	4128.00	284	714.16			
2008	\$83,590.15	4523.00	288	689.9			
2009	\$85,460.75	4091.00	314	793.86			
2010	\$73,631.00	3849.00	270	729.19			
2011	\$74,683.65	3501.00	269	736.32			
2012	\$78,787.00	4001.00	280	770.14		5.95	100
2013	\$86,534.20	4495.00	304	830.96			
2014	\$86,519.23	4534.00	291	823.83			
2015	\$114,622.95	4548.00	342	940.65		5.95	100
2016	\$124,813.11	4625.00	365	1036.72			
2017	\$124,220.90	4935.00	352	1005.42			
2018	\$144,918.40	4950.00	423	1236.19			
2019	\$121,348.96	5089.00	340	982.05			
2020	\$153,070.94	4683.00	349	992.13			
2021	\$151,968.78	4942.00	364	925.26		6.95	145
2022	\$160,029.91	4530.00	306	887.98	\$1,510.93	11.95	145
2023	\$153,132.68	4231.00	288	638.46	\$3,951.59	11.95	145
2024	\$205,172.55	5669.00	357	846.14	\$9,981.98	11.95	145

Per ton

35

56.25

69.5	6/3/2019
89	
89	
89	

WILLS PARK EQUESTRIAN CENTER

USER AGREEMENT

Revised September 2024

This **AGREEMENT** made and entered into this _____ day of _____, 20____, between the **City of Alpharetta**, (hereinafter referred to as, the "City"), and _____, (hereinafter referred to as "User");

WHEREAS User desires to use all or a portion of the Wills Park Equestrian Center located at 11915 Wills Road in the City of Alpharetta, Fulton County, Georgia, (hereinafter referred to as the "Facilities");

NOW THEREFORE, in consideration of the premises and for and in consideration of the fee to be paid and of the covenants and agreements hereinafter set forth to be performed by User, the City does hereby grant to User a license to use the Facilities upon the following terms and conditions.

1. **FACILITIES TO BE RENTED.** The User desires to use the Facilities upon the terms and conditions contained herein: The User will have the use of the following facilities (as marked with an "x") for the period stated herein:

_____ Covered Arena (Horse Show)	_____ Front Section (Arena 3)
_____ Covered Arena (Dog Show)	_____ Front section (Arena 4)
_____ Front section (Arena 1)	_____ Open Field
_____ Front section (Arena 2)	

2. **INTENDED USE AND TERM OF FACILITIES.** The City grants User a license to use the Facilities for _____ ("the event") to begin _____ 20____ at _____ o'clock ____m. ("the beginning date") for _____ ("the event date"), and end at midnight on _____ ("the ending date") unless sooner terminated as hereinafter provided. The interest granted herein is a license and shall not be deemed to create or convey an interest in land or create a leasehold, usufruct, or other such interest. In consideration of the grant of this license, the User covenants and agrees to use the Facilities as authorized and permitted during the time period specified, and to pay the fee hereinafter specified.
3. **RENT.** The User agrees to pay to the City rent ("Rent") for the specified use of the facilities in the amount of \$ _____. Rent shall be due no later than thirty (30) days from the event. Failure of User to timely pay the full amount of Rent owed may result in User being denied access and use of the facilities at the sole discretion of the City. Payment shall be made in the form of cash, check, or credit card (Master Card, Visa, American Express or Discover) in U.S. Currency. For any payment made by credit card, there will be an additional fee imposed in the amount of 3% to wholly or partially offset the amount of the administrative fees being charged to the City.

As additional Rent, the fees to be paid by the User for the use of each of the following support facilities is established as follows, all fees are subject to change due to current market rates (as marked with an "x").

___ Additional watering & dragging	\$35.00/each	___ each
___ Shavings	\$ 7.00/bale	___ bale(s)
___ Grounds fee (per unstabled horse)	\$ 19.00/day	___ day(s)
___ Grounds maintenance fee (dog show)	\$2.00 per entry	___ day(s)
___ Picnic facilities	\$100.00/day	___ day(s)
___ Camper hookups	\$ 25.00/day/hookup	___ day(s) ___ hookup(s)
___ Stall fee (Charged only for stalls used)	\$ 19.00	First Day
___ Stall fee	\$ 29.00	Second Day
___ Stall fee	\$ 39.00	Third Day
___ Stall fee	\$ 49.00	Fourth Day
___ Stall fee	\$ 59.00	Fifth Day
each day thereafter will be an additional \$10.00 per stall		
___ Jump rental (hunter or jumper)	\$ 225.00/day/ring	___ ring(s)
schooling area supplements ("x", vertical + oxer) included.		___ day(s)
___ Portable stalls	\$ 10.00/day/stall	___ day(s) ___ stall(s)
___ Stock holding pen	\$ 50.00/day	___ day(s)
___ Lights free first four (4) hours	\$ 25.00/hour	___ hour(s)
___ Vendors	\$25.00/day/space	___ day(s) ___ space(s)
100 sq. ft. W/ one outlet of 110 volts		
___ Lost key replacement	\$ 25.00/each	
___ Arena Panels	\$ 4.00/day/panel	___ day(s) ___ panel(s)
___ Exceeded Hours	\$ 50.00/hour	
___ Wireless Microphone	\$25.00/day	___ day(s)
___ Other	\$ _____	

4. **REFUNDABLE SECURITY DEPOSIT.** Simultaneously, with execution of the Use Agreement, User shall pay the City the sum of \$ _____ (\$ 100.00/ day/ event) to be held by the City as security for the faithful performance of and compliance with all the terms, covenants and conditions of this Use Agreement. The acceptance of said sum as security shall not however, be construed as limiting or restricting the City to said amount, but the City may also pursue any remedy in law or in equity which the City shall consider proper in order to protect its rights under this Use Agreement and the Facilities described herein. If User shall faithfully comply with all of the terms, covenants and conditions of this Use Agreement, it is agreed that said amount shall be returned to User.

- a) The Facilities are licensed to User in their present physical condition and the City makes no representation or warranty with respect thereto.
- b) This Use Agreement shall not be assigned in whole or in part by User; nor shall User's license to use Facilities be assigned or sublet in whole or part, either voluntarily or by operation of law.
- c) User shall, at its expense, comply with all existing and future federal, state, county, and local statutes, laws, enactments, ordinances, rules, regulations, orders, and other governmental requirements. ("Governmental Requirements") applicable to the User's use or occupancy of the Facilities, including, but not limited to, workman's compensation, and User shall indemnify and defend the City from and against any claims, actions, damages, losses, costs,

and expenses, including reasonable attorney's fees and court costs made against or sustained by the City as a result of User's failure to comply with any Government Requirements.

- d) User shall return the Facilities to the City at the expiration or prior termination of the Use Agreement in as good condition and repair as when first received, normal wear and tear alone is excepted.
- e) User shall be responsible for and protect itself against all risk of loss or damage by fire or other casualty to its own property and releases the City from any claims for such loss or damage. User shall keep and maintain the Facilities in a safe and sanitary condition.

5. **COMPREHENSIVE GENERAL LIABILITY INSURANCE.** User shall secure and maintain a comprehensive general liability insurance policy covering against claims for bodily injury, death, or property damage occurring on, in or about the Facilities and adjoining property, street, sidewalks and passageways or by reason of existence, ownership, use, occupancy or maintenance thereof, in amounts as would be maintained by a prudent owner of a similar property, but in no event less than \$1,000,000 for bodily injury or death to any one person; \$1,000,000 per occurrence for property damage, such insurance to include an additional insured endorsement making the City an additional insured thereunder. Forty-five (45) days prior to the Beginning Date of the Use Agreement, User shall secure and deliver to the City certificates of insurance evidencing all insurance coverage required under this Use Agreement and including a provision that at least sixty (60) days advance written notice will be given to the City prior to cancellation, termination or any alteration of the policy or policies evidenced by said certificates of insurance.

- a) The User shall not make any alterations or additions to the Facilities.
- b) User will indemnify, defend and hold harmless the City and its agents, servants and employees from and against any and all claims, actions, losses, liabilities, costs and expenses including reasonable attorney's fees resulting from injury (including death) to any person or damage to or loss of the property of anyone (including the City and User and employees of the City and User) arising out of or in connection with the occupancy or use by User, its employees, agents, contractors, business guests, servants, invitees or customers of the facilities, any adjacent areas and any other property of the City, whether such claims, actions, damages, losses, and liabilities are based upon or result in whole or in part from the active or passive negligence of the City, its employees or agents, the City's strict liability and tort, breach of warranty, breach of contract or any other basis or cause whatsoever whereby the City might be liable. Nothing in this Agreement shall be deemed to constitute a waiver of City's sovereign immunity or create any rights in any third party.
- c) The City shall not be responsible for delay or failure of performance of any of its obligations under this Use Agreement caused in whole or part by acts of God, wars, lights, fires, explosions, breakdowns, or accidents, strikes, lockouts, or other labor difficulties, lack or shortages of labor, material, utilities, energy sources, compliance with government rules, regulations, other Government requirements, any other like causes, or any other unlike causes beyond the control of the City. The foregoing shall be in addition to and not in limitation of any excuses for performances available to the City under applicable law. In no event shall the City be liable to User for any consequential or other damages incurred by User as a result of any cancellation by the City, whether pursuant to this paragraph or otherwise. Users sole remedy in such event shall be the return to User of any fees paid under this agreement.
- d) In the event of any failure of User to pay any fee, or sum due hereunder when same shall be due, or any failure to perform any of the other terms, conditions, or covenants of this Use Agreement to be observed or performed by User or if User shall abandon the premises, then the

City, without notice to User, in addition to other rights or remedies it may have, shall have the immediate right of re-entry and removal of all persons and property from the Facilities without being deemed guilty of trespass or becoming liable for any loss or damage which may be caused thereby. Any such re-entry shall not be deemed to relieve User of its obligation to pay the fee specified in this Use Agreement. All accounts are due and payable per the invoiced terms. All past due amounts are subject to a 1 1/2% per month service charge plus costs of collection including attorney fees if incurred.

- e.) Each provision hereof shall be separate and independent and if any provision hereof on its application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable by the respective successor and assign were named as a party hereto. No waiver of any provision shall be deemed a waiver of any other provision hereof for any subsequent breach of the same or any other provision.

6. **RULES AND REGULATIONS.**

- a.) The City, its agents, servants, and employees shall have access to the Facilities at all times and shall not be liable to User in any manner for any expense, loss, or damage by reason thereof, or shall the exercise of such rights be deemed an eviction or disturbance of User's use or possession of the Facilities. The City shall have the power to issue such regulations, orders and directions as it may deem necessary to the safe and orderly operation of the Facilities and the power to remove any person or persons from the Facilities when necessary to ensure the safe and orderly operation of the Facilities.
- b.) All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative but not restrictive to those given by law.
- c.) If any fee or other amounts owing to the City under this Use Agreement is collected by an attorney at law, User agrees to pay all attendant attorney's fees.
- d.) WARNING: Under Georgia law, an equine activity sponsor or equine professional is not liable for an injury to or death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to chapter 12 of Title 4 of the Official Code of Georgia Annotated.
- e.) Proof of a negative Coggins test is required to bring horses onto the Show Grounds. NO EXCEPTIONS.
- f.) User will provide the City with printed copy of any prize or premium list or event daily schedule as soon as it is available; to be received in the City's Parks and Recreation office (Equestrian Center) at 11915 Wills Road, Alpharetta, Georgia 30004 no later than two (2) weeks prior to beginning date of User's event.
- g.) The User also agrees to comply with all applicable provisions of the GEORGIA ANIMAL PROTECTION ACT (O.C.G.A. 4-11-1, et seq.) and the DEPARTMENT OF AGRICULTURE REGISTRATION AND PERMIT ACT (O.C.G.A. 2-5-1, et seq.).
- h.) This Use Agreement contains the entire agreement of the parties hereto and representations, inducements, promises, agreements, oral or otherwise between the parties not embodied herein shall not be of any force or effect.
- i.) Except as specifically provided in this paragraph, this Agreement is NON-CANCELABLE BY USER. User may cancel this Agreement by providing not less than ____ days prior written notice to the City accompanied by a cancellation fee of \$_____. Failure to comply with this paragraph shall render User liable for the entire fee even if the event does not take place.

7. For all Events, the following additional Rules and Regulations shall apply:

- a) User hereby agrees that all rules and regulations that are promulgated by City and/or Facility shall be reasonably enforced by User, including but not limited to the following:
- b) Rental of facilities is for an event extending ten (10) hours of published time per day, excluding breaks, or 12 AM (Midnight) whichever is the lesser. If the event does not publish a prize list, the ten (10) hour limit will begin at the start of the event and continue thereafter.
- c) Vendor sites shall be limited to one vendor only. There shall be no assignment or subletting without written approval of management. The event secretary for the show will provide management with signed contracts for all vendors on-site during the event.
- d) Food Service concessionaires (vendors) are not permitted without a negotiated agreement and written consent from the City of Alpharetta Recreation and Parks Department.
- e) No vehicles will be permitted to park within 30 feet of any stabling facility. Trailers may be pulled to stalls to load and unload only, after which time you must move your vehicle to a designated parking area, away from the barns. Persons not willing to abide by this rule will be asked to leave the grounds. There are designated areas for both car, truck, trailer and ship-in parking. Park only in these areas. If in doubt – ask for directions. All vehicles must be kept in designated parking areas. ALL AISLES AND ROADWAYS AROUND BARNs MUST BE KEPT OPEN AT ALL TIMES DUE TO FIRE REGULATIONS. OWNERS WILL BE ASKED TO MOVE VEHICLES OR RISK BEING TOWED OR FINED OR BOTH.
- f) No horses will be lunged in any show ring. No horses will be permitted on areas designated for pedestrian traffic; roped, chained or fenced off rings or grounds; or otherwise off limit areas.
- g) Only licensed vehicles with licensed operator will be permitted on park roadways. No motorcycles, mopeds, "four wheelers" or golf carts allowed except those designated "Official Use Only" for show personnel, trainers, and competitors.
- h) All pets must be kept on a maximum 6' leash and are the owners responsibility. This is the Show Management's responsibility. Only one warning. NO PETS allowed in any office at any time. There will be a \$50.00 impound fee for EACH VIOLATION.
- i) NO ALCOHOLIC BEVERAGES ALLOWED ON PREMISES WITHOUT PRIOR WRITTEN CONSENT FROM CITY OF ALPHARETTA. PERMIT (IF APPLICABLE) MUST BE DISPLAYED IN A CONSPICUOUS LOCATION.
- j) No recreational vehicles or trailers will be allowed to hook up to electrical outlets in the stall/barn areas. They must be in designated areas only.
- k) Gas, electric or propane heaters, propane tanks, hot plates, hot water heaters and microwave ovens are prohibited at all times.
- l) Stall rental fee does not include bedding. Stall bedding shall be provided by the User for all stalls occupied by animals. User may provide the bedding, individually or purchase on grounds. Two (2) bales of pine shavings are to be used in each stall. **BEDDING IS MANDATORY** as of 1/1/98. There will be a fine of \$35.00 per stall per incident imposed on Management failing to comply.
- m) Stall fees for all permanent stalls will be assessed when portable stalls are in use.
- n) Grounds fees will be assessed for all animals not paying a stall fee.
- o) Fees for Show Office will be assessed only for use prior to and following scheduled event dates or events not including rental of the Covered Ring (C).
- p) Facility user fee charges commence the day of occupancy and are assessed for each day of use. One day for set-up and one day for take down are included in standard rentals for the day prior

to and the day following the scheduled event, except for stall fees, grounds fees, camper hook-up fees and rings fees used other than for setup or take down will be assessed as applicable. Occupancy beyond the standard rental will result in additional fees assessed on a daily basis.

- q) Stall fee charges commence the day of occupancy and are assessed for each day of use. Stalls will be available to User by 12:00 p.m. one day prior to the scheduled event and must be vacated by User no later than 8:00 a.m. the day following the event.
 - r) A fee for all two hundred ninety-eight (298) permanent stalls will be first assessed prior to use of portable stalls when they are in use.
 - s) Smoking is prohibited inside City buildings and offices and in stall area at all times.
 - t) All electrical extension cords must be twelve (12) gauge, three (3) wire negative ground type.
 - u) All droppings and used shavings removed from stalls must be placed at the end of stall buildings. Refuse emptied between barns will not be picked up during the show.
 - v) Refuse from horse trailers cannot be emptied in parking lots. Trailers may be emptied at the rear of the park in the area provided for used shavings.
 - w) All equipment and jumps left in show rings must be removed by close of business the day following the show.
 - x) Posters, flyers and other printed material shall not be stapled on any building. They may be posted on designated bulletin boards only.
 - y) The User will maintain clean facilities and grounds during the scheduled events, placing litter in trash receptacles for removal by the City of Alpharetta personnel.
 - z) Facilities Manager's decision on all questions of policy is final.
8. Special events that are non-horse related will be required to obtain a Special Use Permit from the City of Alpharetta.
9. User acknowledges that the City entered into one or more agreements providing for the exclusive distribution of certain products in City-owned facilities. Accordingly, the User shall not sell, dispense or vend or allow any of its vendors or sponsors to sell, dispense or vend any products that are competitive to those products that are subject to exclusive distribution agreements with the City.

IN WITNESS WHEREOF, the parties have hereunto set their signatures in duplicate the day and year first above written and the individual executing and delivering this Use Agreement on behalf of the User represents, covenants and warrants to the City that he/she has the right, power and authority to execute and deliver this Use Agreement to the City on behalf of User.

I/we have read the foregoing in its entirety and fully understand all points of contract performance and that the undersigned is by my/our signature(s) legally bound to comply in full. Any points that I/we did not understand have been explained fully and to my/our satisfaction.

USER:

CITY OF ALPHARETTA:

By:_____

By:_____

Title:_____

Title:_____

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

By:_____

By:_____

CITY ATTORNEY

WILLS PARK MANAGER