



CITY COUNCIL MEETING & PUBLIC HEARING MAY 5, 2025

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE TO THE FLAG**
4. **CONSENT AGENDA**
 - A. **City Council Meeting Minutes (Meeting of 4/28/2025)**
Consideration of approval of the City Council meeting minutes from the meeting of April 28, 2025.
 - B. **Conflict Waiver: Vehicle Use Agreement for Medical Response Unit**
Consideration of approval of a Waiver of Conflict to allow Jarrard & Davis, LLP to serve as City Attorney for both the City of Alpharetta and the City of Milton for the purposes of preparing and approving a Vehicle Use Agreement with E.M.S. Ventures, Inc. and with authorization for the Mayor to execute all necessary documents.
 - C. **Certification of Estimated Roll-Back Rate for Fiscal Year 2025-2026**
Consideration of approval and certification of the estimated roll-back rate of 5.73 mills for Fiscal Year 2025-2026.
5. **PUBLIC HEARING**
 - A. **PH-25-09 City of Alpharetta Capital Improvement Element (CIE)**
Consideration of adoption of a resolution authorizing transmittal of the Fiscal Year 2024 Capital Improvement Element and Annual Report.
 - B. **Ordinance: City Code Text Amendments – Occupational Licenses, Taxes and Regulations**
FIRST READING
Consideration of an ordinance proposing modifications to increase the annual license fee levied upon each insurer doing business within the City; to increase the occupation tax levied on certain businesses and practitioners of professions and occupations; to amend business registration requirements; to provide for enforcement; to provide penalties for violations; to repeal conflicting ordinances; and for other purposes.
6. **NEW BUSINESS**
 - A. **Contract Approval: Mobile Response Unit (MRU)**
Consideration of approval of the Medical Response Unit (MRU) Vehicle Use Agreement between the City of Alpharetta, the city of Milton, and E.M.S. Ventures, Inc., doing business as American Medical Response (AMR) and with authorization for the Mayor to execute all necessary documents.
 - B. **Invitation to Bid 25-010: Mayfield – Bethany Roundabout Drainage Improvements for City of Alpharetta**
Consideration to award a contract for Invitation To Bid (ITB) 25-010 to Summit Construction & Development LLC for Mayfield - Bethany Roundabout Drainage Improvements in an amount totaling \$748,221.72 and authorize the Mayor to execute all necessary documents.
 - C. **Invitation To Bid 25-011: North Park Pond and Forebay Clearing and Dredging**
Consideration of approval of the award of a contract for Invitation To Bid (ITB) 25-011 to Integrated Construction and Nobility, Inc. for the dredging of the North Park Pond and Forebay for an amount not to exceed \$382,359.89 and with authorization for the Mayor to execute all necessary documents.

D. Contract Approval: Old Milton Parkway Right of Way Maintenance

Consideration of approval of a Right of Way Maintenance Agreement with the Georgia Department of Transportation regarding Old Milton Parkway Project ID# 0017187 and with authorization for the Mayor to execute all necessary documents.

E. PH-25-04 John C. Weatherford House/193 Canton Street – Historic Designation

SECOND READING

The first reading of this item occurred during the April 28, 2025 City Council Meeting and Public Hearing.

Consideration of a request to designate the John C. Weatherford House as historic. The property is located at 193 Canton Street and is legally described as being located in Land Lots 1197 & 1252, 2nd District, 2nd Section, Fulton County, Georgia.

F. PH-25-08 DRB Group/Charlotte Drive – Change of Condition

This item was deferred by the Mayor and Council during the April 2, 2025 City Council meeting to this date for decision only.

Consideration of a change to condition of zoning to remove a requirement for curb and gutter along Charlotte Drive. The property is located at 12265 Charlotte Drive and is legally described as being located in Land Lots 1245 & 1246, 2nd District, 2nd Section, Fulton County, Georgia.

G. Request For Proposal 25-107: Equestrian Ring Footings

Consideration of approval of the award of a contract for Request for Proposal 25-107 to Longwood Arenas for the Equestrian Ring Footings at Wills Park Equestrian Center at the contract amount not to exceed \$632,484.00 and with authorization for the Mayor to execute all necessary documents.

H. Request for Proposal 25-113: Football Youth Athletic Association

Consideration of approval to award Request for Proposal 25-113 to North Atlanta Football League, Inc. to provide an annual Youth Football Athletic Association for ages K-5, to include tackle, flag, and cheer for the City and authorize the Mayor to execute all necessary documents.

I. Contract Approval: Wanna Play Ball, Inc. Pool Concessions

Consideration of approval of the renewal of the contract with Wanna Play Ball, Inc., provider of Wills Park Pool Concessions and with authorization for the Mayor to execute all necessary documents.

J. Memorandum of Understanding: Lionheart WORKS

Consideration of approval of the Memorandum of Understanding for Lionheart WORKS continued rental of Crabapple Government Center and with authorization for the Mayor to execute all necessary documents.

K. Memorandum of Understanding: Senior Services North Fulton

Consideration of approval of the Memorandum of Understanding for Senior Services North Fulton, Inc. continued rental of Crabapple Government Center and with authorization for the Mayor to execute all necessary documents.

7. PUBLIC COMMENT

8. REPORTS

9. EXECUTIVE SESSION (IF NECESSARY)

10. ADJOURNMENT



STAFF REPORT

Department: City Clerk

Submitted By:

Meeting Date: May 5, 2025

AGENDA ITEM:

City Council Meeting Minutes (Meeting of 4/28/2025)

Consideration of approval of the City Council meeting minutes from the meeting of April 28, 2025.

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>
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EXTERNAL FUNDING SOURCES:

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

ALTERNATIVES:

ATTACHMENTS:

1. CC Minutes 4.28.2025



City Council Meeting & Public Hearing

APRIL 28, 2025

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 MP-25-01/CU-25-05 Fulton Science Academy/Cousins Westside MP Pod R has been deferred by the applicant to the June 23, 2025 City Council Meeting and Public Hearing.

2. ROLL CALL

- **Council Members**
 - Mayor Jim Gilvin
 - Donald F. Mitchell
 - Brian Will
 - John Hipes
 - Fergal M. Brady
 - Douglas J. DeRito
- **Council Members Absent**
 - Mayor Pro Tem Dan Merkel
- **Staff**
 - Chris Lagerbloom, City Administrator
 - Molly Esswein, City Attorney
 - Lauren Shapiro, City Clerk
 - Charlie Jewell, Director of Economic Development
 - John Robison, Director of Public Safety
 - Kathi Cook, Director of Community Development
 - Morgan Rodgers, Director of Recreation, Parks, and Cultural Services
 - Tom Harris, Director of Finance

- Joel Carnow, GIS Planner
- Michael Woodman, Planning and Development Services Manager
- Suzanne Swain, Community Relations Manager

3. PLEDGE TO THE FLAG

4. WORK SESSION ITEMS

A. City Council Fiscal Year 2026 Priorities

Discussion on the City Council priorities and work plan as a result of the annual retreat.

- City Administrator, Chris Lagerbloom, came forward to present this item.
- During the City Council retreat earlier in the year, themes regarding the Fiscal Year 2026 priorities and work plan were discussed. This work session discussion will provide the direction necessary to bring forward the work plan for adoption by resolution, and it will become the basis by which our budget discussions occur in the coming month.
- This will be brought forward with a resolution for future consideration.

5. CONSENT AGENDA

A. City Council Meeting Minutes (Meeting of 4/14/2025)

Consideration of approval of the City Council meeting minutes from the meeting of April 14, 2025.

B. Wills Overlook Subdivision Pedestrian Access Easement

The Developer for Wills Overlook subdivision seeks to dedicate An Access Easement to the city connecting South Main Street with Wills Park through the development.

C. Agreement Approvals: Youth Athletic Associations (Ambush Soccer, AYBA, and AYSA)

Consideration of approval of the renewal of revised annual agreements as partnered athletic associations with the City of Alpharetta's Recreation, Parks and Cultural Services Department: Alpharetta Ambush Youth Soccer Club, Inc., Alpharetta Youth Baseball Association, Inc., Alpharetta Youth Girls Softball Association, Inc. and with authorization for the Mayor to execute all necessary documents.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Mitchell offered a motion to approve the Consent Agenda.
 - Council Member Hipes seconded the motion.
 - The motion was approved unanimously (6-0).

6. PUBLIC HEARING

A. V-25-06 DRB Group/Charlotte Drive – Waiting Period Variance

Consideration of a variance to Unified Development Code Subsection 4.2.1(C) to reduce the waiting period for City Council consideration of a request for zoning change affecting the same property from 12 months to 6 months. The property is located at 12265 Charlotte Drive and is legally described as being located in Land Lots 1245 & 1246, 2nd District, 2nd Section, Fulton County, Georgia.

- Director of Community Development, Kathi Cook, came forward to present this item.
- Staff is recommending that Mayor and Council approve V-25-06 DRB GROUP/Charlotte Drive – Waiting Period Variance.
- The submitted request, if approved, will allow for a reduction of the waiting period for Council consideration from twelve (12) months to six (6) months. Unified Development Code (UDC) Subsection 4.2.1(C) requires a twelve (12) month waiting period for Council consideration of a zoning change affecting the same property. The same subsection states that Council may approve a reduction in the waiting period to no less than six (6) months. The subject property is located at 12265 Charlotte Drive near the northeast corner of Charlotte Drive and Rucker Road.
- The Citizen Participation Plan report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that no comments were received.
- Staff has reviewed the applicant's proposal and believes the variance request is within the allowable reduction that can be approved by City Council.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Hipes offered a motion to approve V-25-06 DRB GROUP/Charlotte Drive – Waiting Period Variance.
 - Council Member Brady seconded the motion.
 - The motion was approved unanimously (6-0).

B. PH-25-08 DRB Group/Charlotte Drive – Change of Condition

Consideration of a change to condition of zoning to remove a requirement for curb and gutter along Charlotte Drive. The property is located at 12265 Charlotte Drive and is legally described as being located in Land Lots 1245 & 1246, 2nd District, 2nd Section, Fulton County, Georgia.

- Director of Community Development, Kathi Cook, came forward to present this item.
- The applicant, DRB Group of Georgia, is requesting a change to a previous condition of zoning related to a 41-lot 'For-Sale' single-family detached subdivision on 36.78 acres. The applicant requests a change of condition to remove a requirement for curb and gutter along the property frontage on Charlotte Drive in order to maintain the rural

character of the street. The subject property is located at 12265 Charlotte Drive near the northeast corner of Charlotte Drive and Rucker Road.

- Staff is recommending that Mayor and Council approve PH-25-08 DRB GROUP/Charlotte Drive - Change of Condition, subject to the following conditions:

7. Developer shall dedicate right-of-way, if necessary, and improve the Charlotte Drive streetscape with minimum 6' planter (planted with street trees), minimum 5' sidewalk, and decorative pedestrian lighting. In lieu of providing curb and gutter, the streetscape design shall include an appropriate drainage system to be maintained by the HOA and shall consider future infrastructure, such as gas, fiber, etc., as approved by Staff. Streetscape modifications shall be permitted for the purpose of tree preservation or utility conflicts, with final approval by Staff.

New Condition:

1. Developer shall construct an off-site sidewalk connection along Charlotte Drive and connecting to the sidewalk at the Rucker Road roundabout. Sidewalk improvements shall be eligible for impact fee credits in conjunction with a development agreement.
- The 36.78-acre property is currently developed as a one (1) story, 900 square foot single-family detached home with pasture for livestock. A rezoning was approved on the property on October 21, 2024 to allow for a 41-lot 'For-Sale' single-family detached subdivision. Surrounding properties are zoned AG and R-15 (Dwelling, 'For-Sale', Residential) to the north, R-15 to the east, AG, R-12 (Dwelling, 'For-Sale', Residential) and R-15 to the south, and R-22 to the west. Charlotte Estates and two (2) unplatted lots are located to the north, Jennifer Oaks is located to the east, The Oaks on Charlotte Drive and The Preserve on Charlotte Drive are located to the west and unplatted lots and Laurelwood Farm are located to the south. The comprehensive land use plan designation of the property is 'Very Low Density Residential'.
 - According to the applicant, the change of condition will allow for aesthetic consistency across subdivisions along Charlotte Drive. Several subdivisions in the area were approved with conditions of zoning requiring that curb and gutter not be provided along Charlotte Drive in order to preserve the rural character of the road. Subdivisions with similar conditions of zoning include The Preserve on Charlotte Drive, The Oaks on Charlotte Drive, and Emerson Hall. The City's Public Works Director weighed in on the applicant's request with the understanding of the community's desire to maintain the rural character of the area. Public Works did not object to the removal of the curb and gutter along Charlotte Drive with the condition that the developer provide an appropriately designed drainage system and consider future infrastructure.
 - The Community Zoning Information Meeting was held on March 12, 2025. There were no public comments on the sign-in sheet.
 - The Citizen Participation Plan Report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states

that no comments were received outside of the comments received at the March 12th CZIM. Those comments included safety, stormwater, roadway long-term maintenance, and aesthetic preferences related to the curb and gutter on Charlotte Drive.

- City Staff received emails from two (2) residents along Charlotte Drive. One (1) resident supports the removal of curb and gutter in order to maintain the rural character of the area and one (1) resident opposes the removal due to pedestrian/traffic safety, drainage, roadway maintenance, and aesthetics.
- Sudhir Christopher and Cameron Heath came forward to speak on behalf of the applicant and offered a rebuttal at the close of public comment.
- Director Cook shared that “to be maintained by the HOA” should be added to Condition #7.

CITY COUNCIL DISCUSSION:

- Council Member Will asked about the maintenance responsibility of the right-of-way.
- Council Member Mitchell asked about curb and gutter within the development.

PUBLIC COMMENTS:

- **In Favor**
 - Chris Owens
- **In Opposition**
 - Kiranpal Pendyala, 1065 Spence Street, Alpharetta, GA 30004
 - Tracy Puckett, 12220 Charlotte Drive, Alpharetta, GA 30004
 - Ray Appen, 12263 Charlotte Drive, Alpharetta, GA 30004
 - Ray Fowler, 12145 Laurelwood Farm Drive, Alpharetta, GA 30004
- ❖ Council Member Will offered a motion to defer PH-25-08 DRB Group/Charlotte Drive – Change of Condition to May 5, 2025 so that the applicant can have more time to provide Council with a more specific drainage plan that has not already been submitted with curb and gutter and to get answers from Mrs. Esswein on the successor liability.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (5-1; with Council Member Mitchell in opposition).
 - City Attorney, Molly Esswein, clarified before the vote that this motion would be to postpone the item for decision only, not for an additional public hearing.

C. PH-25-04 John C. Weatherford House/193 Canton Street – Historic Designation

FIRST READING

Consideration of a request to designate the John C. Weatherford House as historic. The property is located at 193 Canton Street and is legally described as being located in Land Lots 1197 & 1252, 2nd District, 2nd Section, Fulton County, Georgia.

- City Attorney, Molly Esswein, read the ordinance title aloud.
- Planning and Development Services Manager, Michael Woodman, came forward to present this item.
- The applicant, Chris Davis, requests consideration of a public hearing in order to designate a structure as historic. Conditions of zoning require that the John C. Weatherford House be saved, restored, and designated as historic under the City's Historic Preservation Incentive Ordinance. The subject property is located at 193 Canton Street at the southeast corner of Mayfield Road and Canton Street.
- This item was considered at the April 17, 2025 Historic Preservation Commission meeting. There were no public comments. After discussion, the Commission recommended approval (vote 5-0).
- The John C. Weatherford House was constructed sometime between 1910 and 1920 and is approximately 105-115 years old. The structure is approximately 2,786 square feet and was constructed in the Folk Victorian style. According to Alpharetta, Milton County – the Early Years, John C. Weatherford operated a dairy farm on the property. The property played host to an unusual attraction with Homer Weatherford, younger son of John C. Weatherford, and his wife Annie Tucker Weatherford having charged one dollar (\$1) per person to view a two-headed calf in a barn on the property.
- A Community Zoning Information Meeting was held on March 12, 2025. There were no public comments.
- The Citizen Participation Plan report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that comments were received at the March 12th CZIM meeting. Comments pertained to the design of the structure, including matching windows, maintaining the front porch, ornamental elements on the roof, and front porch columns.
- Staff has reviewed the applicant's proposal against the established review criteria for a historic designation. The proposal meets the criteria for historic designation.
- The proposed Ordinance is attached hereto as "Exhibit A."
- Guy, came forward to speak on behalf of the application.

CITY COUNCIL DISCUSSION:

- Council Member Hipes asked about requiring the developer / owner to retain the structural integrity and historic parts of the structure and to not gut them completely.

PUBLIC COMMENTS:

- ❖ Council Member Mitchell offered a motion to approve PH-24-04 John C. Weatherford House/193 Canton Street – Historic Designation.
 - Council Member Hipes seconded the motion.
 - The motion was approved unanimously (6-0).

D. MP-25-03/CLUP-25-01/Z-25-02/CU-25-03/V-25-02 Portman Holdings/Brookside MP Pod A

Consideration of a master plan amendment, comprehensive land use plan amendment, rezoning, conditional use, and variance to allow for the redevelopment of two (2) office buildings with a mixed-use development consisting of 335 'For-Rent' units, 75 'For-Sale' townhomes, 130,000 square feet of office, and 60,000 square feet of commercial on 19.68 acres in the Brookside. A master plan amendment is requested to the Brookside Master Plan Pod A to allow the proposed mixed-use development scheme. A comprehensive land use plan amendment is requested from 'Corporate Office' to 'Mixed Use' and a rezoning is requested from O-I (Office-Institutional) to MU (Mixed Use). A conditional use is requested to allow 'Dwelling, 'For-Rent' and 'For-Sale' and variances are requested to Unified Development Code (UDC) Subsection 2.2.20(D) to reduce the minimum area of the mixed-use development, UDC Subsection 2.5.2 to increase the maximum 25% shared parking reduction, UDC Subsection 3.2.8(D)(1) to reduce the landscape strip along Old Milton Parkway from 20' to 10', and UDC Section 3.5.2(G) to reduce the minimum separation between driveway curb cuts on arterial and collector streets. The property is located at 3625 & 3655 Brookside Parkway and is legally described as being located in Land Lots 02, 03, & 44, 1st District, 1st Section, Fulton County, Georgia.

- Planning and Development Services Manager, Michael Woodman, came forward to present this item.
- The applicant, Portman Holdings, LLC, is requesting a master plan amendment, comprehensive land use plan amendment, rezoning, conditional use, and variance to allow a 19.68-acre mixed-use development consisting of 130,000 square feet of office (existing), 60,000 square feet of retail/restaurant, 75 'For-Sale' townhome units and 335 'For-Rent' units. A master plan amendment is requested to Pod A of the Brookside Master Plan to allow the proposed development mix and establish mixed-use development regulations. A comprehensive land use plan amendment is requested from 'Corporate Office' to 'Mixed Use' and a rezoning is requested from O-I (Office-Institutional) to MU (Mixed Use). A conditional use is requested to allow 'Dwelling, 'For-Rent' and 'Dwelling, 'For-Sale', Attached' and variances are requested to reduce the minimum lot size in the MU zoning district, increase the shared parking reduction, and reduce minimum driveway separation. The property is located at 3625 Brookside Parkway at the southwest corner of Old Milton Parkway and Brookside Parkway (west).
- This item was considered at the April 3, 2025 Planning Commission meeting. There were no public comments. After discussion, the Commission recommended approval

subject to the staff recommended conditions and asked that Staff work with the applicant on conditions related to concurrency and parking management (vote 7-0).

- Staff is recommending that Mayor and Council approve MP-25-03/CLUP-25-01/Z-25-02/CU-25-03/V-25-02 Portman/Brookside MP Pod A, subject to the following conditions:
 1. The 19.68-acre property shall be zoned MU and the site shall be developed substantially similar to the site plan by Kimley Horn, revised 3/20/25, 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. The comprehensive land use designation of the property shall be 'Mixed Use'.
 3. Architectural style shall be representative of the submitted renderings prepared by SK+I, dated 3/20/25, with final approval by DRB.
 4. Development regulations shall be as follows (The entitlements below shall be deducted from the Brookside Master Plan non-residential density, including an exchange rate of 800 square feet of non-residential density for each residential unit):
 - a. Office – Office use shall be limited to no more than 130,000 square feet, which shall include the existing office building. Office uses shall be permitted in the ground floor space along the storefront street in the For-Rent building and shall not count against the office maximum area above. Office building shall have a maximum height of 5 stories or 85', whichever is less.
 - b. Commercial – Retail and restaurant (no drive-through) uses shall be limited to no more than 60,000 square feet, of which no more than 32,000 square feet shall be used for restaurant (no drive-through) use. Retail uses shall be limited to service retail incidental to office and residential uses. Retail/restaurant buildings shall have a maximum height of 2 stories or 40', whichever is less.
 - c. 'For-Sale' Residential – Up to 75 'For-Sale' Townhome units shall be permitted with a maximum height of 4 stories or 50', whichever is less. No more than 10% shall be rented as stated in the HOA documents.
 - d. 'For-Rent' Residential – After January 1, 2027, 335 'Dwelling, 'For-Rent' units shall be permitted a Certificate of Occupancy (CO) in accordance with UDC 'For-Rent' requirements. At-grade 'For-Rent' units shall be limited to no more than 3 sides of the building and shall have walkouts with sidewalk connections. Maximum building height shall be 5 stories or 72', whichever is less. Units shall be 1, 2, and 3 bedrooms with no more than 40% of the units being 2-bedroom and no more than 5% being 3-bedroom. A CO shall not be issued for rental units until the street level exterior of the existing office building has been renovated or is substantially under construction to facilitate the proposed commercial conversion of the 7,000 square feet of ground floor space in the

existing office building and the retail village (free-standing buildings) is substantially under construction, as determined by Staff. The exterior improvements shall include creation of a pedestrian approach from the exterior of the building into the proposed commercial space with sidewalks and awning improvements. 'For-Rent' units shall be part of a mixed-use development containing a minimum 19 acres and incorporating retail/restaurant uses, 'For-Sale' residential uses, a neighborhood grocery, and the existing office building depicted on the site plan to be saved. 'For-Rent' units shall have first class amenities, which shall include a private pool, fitness center, secure parking, resident's lounge, business center, on-site management office, concierge services and secure elevator access. If a building permit is not issued by April 28, 2028, residential units shall revert to 'For-Sale' only.

- e. Parking Deck – Maximum 6 levels, substantially as depicted on the site plan prepared by Kimley Horn, revised 3/20/25. Parking decks visible from Old Milton Parkway and Brookside Parkway shall be treated with comparable materials and finishes as the buildings they serve or art such as a mural, as approved by Staff. Screening of parking decks with evergreen landscaping of sufficient size shall be required, as approved by Staff. Suitability of parking deck elevation, visibility and landscape screening shall be approved by the DRB.
5. Brookside Master Plan Pod A shall be limited to the following uses and further restricted by conditions of zoning:
- a. Office
 - b. Service Retail
 - c. Restaurant (no drive thru)
 - d. Residential – 'For-Sale' and 'For-Rent'
6. Service retail uses shall be those customarily accessory to or amenities for office and residential uses, restricted to the following:
- a. Art Gallery
 - b. Bakery
 - c. Barber Shop/Beauty Shop
 - d. Book Store
 - e. Brewery
 - f. Computer Supply Store
 - g. Copy Center/Print Shop
 - h. Dance Studio
 - i. Drug Store (not to exceed 2,000 SF)

- j. Dry Cleaning Pick-up Station
 - k. Fitness Studio
 - l. Florist, Retail without Greenhouse
 - m. Nail Salon (subject to approval of a conditional use)
 - n. Neighborhood Grocery (min. 3,000 SF)
 - o. Office Supply Store (not to exceed 2,000 SF)
 - p. Package Shipping Store
 - q. Recreation Facilities (Indoor)
 - r. Restaurant (no drive-through)
 - s. Retail Sales and Services Establishment
 - t. Shop or Studio, Craftsman/Artist
 - u. School, Commercial
 - v. Spa Services (subject to approval of a conditional use)
7. Minimum setbacks shall be 20' on Old Milton Parkway and Brookside Parkway and 10' on the private street to the south. Side and rear setbacks shall be 15' and shall be in addition to required buffers. Building setbacks along new streets shall be as depicted on the site plan prepared by Kimley Horn, revised 3/20/25.
 8. Property owner shall provide a public access easement over the existing sidewalk along Old Milton Parkway.
 9. It is anticipated that the Brookside Parkway Lane Diet project to reduce the existing 4-lane road section and add enhanced bicycle and pedestrian facilities on one side of Brookside Parkway will be accomplished within the existing right-of-way. If it is determined that right-of-way is needed for the project, developer shall provide right-of-way and/or construction easements.
 10. Minimum parking requirements shall be as depicted on the site plan and parking study prepared by Kimley Horn, revised 3/20/25 and dated 3/10/25, respectively. The proposed development shall incorporate parking management plans, standard operating procedure plans, as well as other related plans and/or infrastructure that support the shared parking efforts identified for the site, as approved by Staff.
 11. New streets shall be private and substantially similar to the submitted Roadway Section plans prepared by CORE, dated 3/20/25, except for modifications required to comply with the conditions below. Roadway Section B planter (bump outs at the beginning and end of on-street parking) shall be planted with trees. Roadway Section E drive aisle width shall be reduced to 10' with the additional

area split between the planter and landscape strip on both sides of the street. Planter and landscape strips shall be planted with trees.

12. Minimum 20' landscape strip (not including sidewalk) shall be provided along Old Milton Parkway and minimum 10' landscape strip shall be provided along Brookside Parkway. Existing landscape strip and planter trees along Old Milton Parkway and Brookside Parkway, determined to be healthy, shall be preserved, except at relocated curb cuts along Old Milton Parkway and Brookside Parkway and as needed to install a deceleration lane on Old Milton Parkway (if required by GDOT), as approved by Staff. A row of shrubs, minimum 2' at planting, shall be planted in the planter adjacent to the deceleration lane along Old Milton Parkway, as permitted by GDOT.
13. Minimum 10' natural or landscaped buffer shall be provided along the private street to the south, except where the proposed new local street comes within 5' of the southern property line the buffer may be reduced to 5'. Developer shall make reasonable efforts to save the existing trees along the private street to the south.
14. Site landscaping shall be substantially similar to the Landscape Strategy prepared by CORE, dated 3/20/25, with final approval by DRB. A detailed landscape plan shall be approved prior to issuance of a LDP.
15. Storefront streets shall include foundation plantings and/or planted decorative pots, as approved by DRB.
16. In order to obscure parking lots, surface parking shall be screened from Old Milton Parkway and Brookside Parkway with architectural features and/or landscaping, with final approval by DRB.
17. Parking lot islands shall be planted with trees, shrubs and ground covers.
18. Developer shall save healthy trees in the area adjacent to Brookside Park, except where to grade and install pedestrian amenities, as depicted on the site plan prepared by Kimley Horn, revised 3/20/25.
19. Minimum 13.72 acres of open space shall be provided which shall include the off-site Big Creek Greenway trail connection, as depicted on the site plan prepared by Kimley Horn, revised 3/20/25.
20. At-grade pedestrian and bicycle connections shall be provided throughout the site, including between buildings and open space within the development. Pedestrian crossings within the development shall be ramped and surface materials shall be brick pavers, cobblestones, or architecturally treated concrete, as approved by DRB. Pedestrian bridges, stairs, elevators, and escalators may encroach over and into public spaces provided that they do not impede pedestrian circulation or safety. Bicycle facilities shall be provided throughout the development, including a bicycle-share station.

21. Detention facilities shall not be visible from the public right-of-way, except as a decorative water feature, as approved by Staff.
22. Runoff reduction and water quality treatment measures shall add to the decorative or aesthetic nature of the development. Features like bioretention, tree wells, pervious pavers, etc. shall be prioritized in the design.
23. The 2 main entrances off Old Milton Parkway and Brookside Parkway shall include a minimum 750 square feet greenspace incorporating an entrance monument and decorative landscaping, as approved by DRB. Installation shall be required prior to the 1st CO for the development.
24. Developer is encouraged to work with the Brookside Association to improve the corner of Old Milton Parkway and Brookside Parkway as a decorative greenspace incorporating landscaping and entrance monumentation.
25. Developer shall provide a minimum 1 original sculpture, a minimum 1 alternative art installation utilizing light or sound, and minimum 4 murals, as well as entry monumentation as depicted on the Site Program + Amenities Exhibit prepared by CORE, dated 3/20/25, with final locations approved by Staff. Sculptures and murals are subject to final approval by the Cultural Arts Commission. Completion of sculptures shall be required concurrent with the CO for the 'For-Rent' building and murals shall be completed concurrent with the CO for the building where they are located.
26. Parking decks and retaining walls shall have architectural façade treatment or be heavily landscaped, as approved by DRB. Retaining walls visible from developed areas exceeding 16' in height shall be terraced.
27. Developer shall provide bicycle racks, benches, trash receptacles, decorative crosswalks, planters, kiosks, and other street furniture, where appropriate, throughout the development. Existing MARTA bus shelter along Brookside Parkway shall be replaced with a new bus shelter with design subject to final approval by Staff.
28. Developer shall improve a multi-use trail connection through Brookside Park connecting the subject property to the Big Creek Greenway, as depicted on the Connectivity + Pedestrian Circulation Exhibit prepared by CORE, dated 3/20/25, including a minimum 12' concrete (or similar), accessible multi-use trail and bridge with final alignment, design and materials, as approved by Staff. Trail connection shall include lighting (pedestrian and bollard), landscape, hardscape, and amenities. Trail entrance gateways shall be provided in the southwest and northwest corners of the property. Developer shall promote the use of the Big Creek Greenway trail connection by providing a min. 5 shared parking spaces for the public. Wayfinding signage shall be provided at key locations along the trail, as approved by Staff. The trail connection shall be completed prior to a CO for the For-Rent building. Impact fee credits will be provided for the off-site trail connection

improvements, as approved by Staff. Developer's financial obligation to implement the improvements in this condition 28 shall be limited to the amount of the impact fees generated for the development project.

29. Backside of buildings or 'back of house' functions (such as loading, trash, utilities, and similar) shall be screened from the public or private right-of-way or Brookside Park. Parapet walls shall be used as needed to screen rooftop mechanical equipment and views.
30. Min. 1 rooftop amenity shall be provided in the development. Restaurants shall include outdoor dining areas.
31. Prior to LDP, the applicant shall submit for approval a document to be entitled 'Portman Brookside Design Standards'. This document shall include elevations or architectural themes of buildings, specifications for street furniture including benches, trash receptacles, lighting, focal point features, bicycle racks, bus shelter, signage, landscaping themes, and entrance treatments and shall be substantially similar to the submitted renderings, as amended. Design standards will be presented to Staff and the DRB for review and approval.
32. Plans for buildings, landscaping, and signage shall be subject to review and approval by the DRB.
33. Prior to the first LDP, applicant shall submit a revised master plan for the property incorporating the approved conditions, as well as the following:
 - a. Approved specifications and standards identified for each use within the total development.
 - b. Pedestrian/bicycle network; and
 - c. Overall planned green space areas.
34. Every plan submitted for an LDP shall include an on-going density, open space, and acreage tabulation.
35. All site plans and civil design plans hereafter submitted to the City of Alpharetta shall state as the first note: "This plan reflects conditions stipulated through public hearing regarding case MP-25-03/CLUP-25-01/Z-25-02/CU-25-03/V-25-02 Portman Brookside."

GRTA Notice of Decision General Conditions of Approval (Conditions recommended by the Georgia Regional Transportation Authority and incorporated into a document, dated March 18, 2025, RE: DRI 4317 – Brookside West Alpharetta DRI):

Pedestrian, Bicycle and Transit Facilities

36. Provide pedestrian connectivity between all buildings, uses, and existing/future pedestrian access points.

37. Coordinate with the City of Alpharetta to identify opportunities for future connections to the Big Creek Greenway and to existing and proposed Brookside Trail alignments.

38. Coordinate with MARTA to identify opportunities to enhance existing or proposed bus stops adjacent to the project site.

Roadway Improvements

39. Coordinate with the City of Alpharetta during permitting to identify wayfinding opportunities internal to the site directing vehicular traffic to efficient routes to/from SR 400.

Old Milton Parkway (SR 120) at Site Driveway A

40. Reconstruct Driveway A to operate as a right-in-right-out driveway under driveway stop control including one (1) lane entering and one (1) lane exiting.

Brookside Parkway at Site Driveway B (North Driveway)

41. Reconstruct Driveway B to operate as a full movement driveway under driveway stop control including one (1) lane entering and one (1) lane exiting.

Brookside Parkway at Site Driveway C (South Driveway)

42. Reconstruct Driveway C to operate as a full movement driveway under driveway stop control including one (1) lane entering and one (1) lane exiting.

- The property is developed with two (2) office buildings, consisting of approximately 289,720 square feet, and 1,136-space surface parking lot. The property is zoned O-I (Office-Institutional) subject to the Brookside Master Plan Pod A. Surrounding properties are zoned O-I to the west, south, east, and north and O-P (Office-Professional) and CUP (Community Unit Plan) to the north. Olde Milton Commons, a strip shopping center, and Touchmark National Bank are located to the north, Brookside Park is located to the west, Georgia State University is located to the south, and a five (5) story office building is located to the east. The property has a comprehensive land use plan designation of 'Corporate Office', which requires an amendment to allow the proposed mixed-use development.
- Brookside Master Plan was approved in 1997 as an office park with retail nodes along Old Milton Parkway. Pod A, which has a total area of 83.8 acres, was approved with a non-residential density of 20,000 square feet per acre (1,676,000 square feet) and maximum building height of eight (8) stories. Approximately 924,023 square feet, or 55% of non-residential entitlement remains unused in Pod A of the Master Plan. The applicant requests a master plan amendment to allow the proposed mixed-use development and assign development regulations.
- 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 155-acre suburban office park as a walkable, connected environment in an effort to re-position the area which currently has one of the City's highest office vacancy rates. In February 2023, CoStar showed an office vacancy rate in Brookside of 36.75% as compared to the Citywide office vacancy rate of 18.81%. The Plan does not include land use recommendations and the future land use designation of Brookside remains 'Corporate Office'.

- A comprehensive land use plan amendment is requested from 'Corporate Office' to 'Mixed Use' and a rezoning is requested from O-I to MU. A conditional use is requested to allow 'Dwelling, 'For-Rent' Residential' and 'Dwelling, 'For-Sale' Attached' use.
- The submitted site plan depicts the office building closest to Old Milton Parkway to be removed and the southernmost office building (approx. 145,000 square feet) to be saved. Approximately 7,000 square feet on the ground floor of the saved office building will be converted to commercial use. A five (5) story 'For-Rent' building wrapping a six (6) level parking deck is proposed along Old Milton Parkway over the existing surface parking lot and office building to be removed. The existing curb cut and driveway off Old Milton Parkway has been shifted to the east, creating the main entrance and storefront street for the proposed development. Approximately 15,700 square feet of ground floor commercial space in the 'For-Rent' building and a one (1) story, 10,700 square foot free-standing commercial building line the main entrance driveway off Old Milton Parkway, which leads to a new roundabout at the center of the development. The roundabout connects to a retail village (approximately 23,200 square feet in five (5), one (1) story buildings), the existing office building, and 75 'For-Sale' townhomes, which are located at the south end of the development. Commercial buildings are depicted in the submitted renderings to be one (1) story. The retail village is positioned south of the existing Touchmark National Bank property located at the southwest corner of Old Milton Parkway and Brookside Parkway. Two (2) existing curb cuts along Brookside Parkway have been relocated with the northernmost curb cut providing access to the retail village and the southernmost curb cut providing access to the 'For-Sale' townhomes. The 75, four (4) story townhomes are proposed to be 22' wide and are rear-loaded fronting on a series of linear open spaces.
- The proposed mixed-use development would include approximately 25% office, 57% residential, and eighteen percent (18%) commercial. The 19.68-acre property is smaller than the minimum lot size (25 acres) required in the MU district, of which the applicant has requested a variance. The subject property is part of the 83.8-acre Pod A in the Brookside Master Plan.
- The site plan reflects a twenty-foot (20') building setback and landscape strip along Old Milton Parkway, ten-foot (10') building setback and landscape strip along Brookside Parkway and five-foot (5') building setback and landscape strip along the private street to the south. A minimum ten-foot (10') building setback and landscape buffer should be provided along the private street to the south. The UDC requires a minimum twenty-foot

(20') landscape buffer on double frontage lots. Building setbacks, landscape strips, and planters are variable along new internal streets.

- Several new streets are proposed within the development, which provide connectivity between Old Milton Parkway and Brookside Parkway through the development. The existing five-foot (5') sidewalk along Old Milton Parkway is depicted to remain, except that the sidewalk has been moved closer to Old Milton Parkway in the area adjacent to the deceleration lane. The future GDOT roadway plans for Old Milton Parkway do not propose improvements to the existing five-foot (5') sidewalks. The existing five-foot (5') sidewalk along Brookside Parkway is also depicted to remain. City Staff is currently working with a consultant for a conceptual re-design of Brookside Parkway (lane diet). The re-design would replace the existing sidewalk on Brookside Parkway with a twelve-foot (12') multi-use trail. New streets are depicted with variable sidewalk widths, with five-foot (5') and six-foot (6') sidewalks depicted along the storefront streets and five-foot (5') sidewalks depicted along streets near the townhomes.
- A six (6) level parking deck with 803 spaces is depicted to be wrapped with a 'For-Rent' building. The parking deck has access from the east and south sides of the building, with the main entrance located on the east side of the building along the new storefront street. The site plan calls out 1,274 parking spaces for the mixed-use development, which will include 52 off-site spaces (existing perpetual non-exclusive easement) on the Touchmark National Bank property. 119 spaces are surface and on-street spaces, and 300 spaces are located in the townhome garages and driveways.
- UDC parking regulations require 1,747 parking spaces for the proposed development. The applicant requested a variance and provided a shared parking study justifying a 27% shared parking reduction. The UDC allows up to a 25% shared parking reduction. Not including the townhomes, the parking study reflects a projected peak parking demand of 922 parking spaces on weekdays and 909 spaces on the weekend, of which 974 parking spaces are provided on-site and off-site at the adjacent bank. Therefore, the parking study demonstrates that the amount of parking provided within the development will exceed the demand for parking during the week and weekend.
- The applicant's site plan calls out 13.72 acres of open space, which includes civic and amenity space, as well as an off-site trail connection improvement. The MU district requires a minimum ten percent (10%) civic space, as well as one (1) acre of open space per 100 population generated by residential uses. The 2020 U.S. Census data reflects 2.52 persons per household for the City, of which the proposed mixed-use development would generate a population of approximately 1,033 residents. Therefore, 10.33 acres of open space and 1.968 acres of civic space (12.29 acres of open space) are required for the mixed-use development. The site plan depicts civic space to include the existing amphitheater, pocket parks, plazas, and the off-site improvement of the Big Creek Greenway connection. Amenity space is depicted to include 'For-Rent' amenities (pool lounge, fitness, courts, etc.), yards, balconies, landscaped areas, entry features, and outdoor seating areas.

- Because the property is already developed, natural tree areas are limited to the west side of the property adjacent to Brookside Park. All other trees on the property would have been planted at the time the property was developed. Existing trees in planters and landscape strips along Old Milton Parkway and Brookside Parkway should be saved, if determined to be healthy. Due to the property's close proximity to Big Creek, the applicant proposes to exempt traditional stormwater detention based on a timing analysis which would allow for release of stormwater in the floodplain associated with Big Creek. There is an existing onsite detention pond on the south end of the property, which was constructed and is maintained by North Point Community Church. The applicant is working with the church to take over ownership and maintenance of the existing detention pond and may modify or remove the pond.
- The applicant provided a development phasing plan, which contemplates two (2) phases of development. In the first phase, an existing office building will be demolished, and the other office building will have approximately 7,000 square feet of ground floor space converted to commercial use. In addition, the 'For-Rent' building, parking deck and retail village will be constructed in the first phase. According to the applicant, the second phase will include the 'For-Sale' townhomes and will commence once a certificate of occupancy is issued for the parking deck.
- There are several factors that should be considered with requests for 'For-Rent' product, such as mix of uses, design, long-term viability, impacts to City facilities and services, as well as traffic and school impacts. Office space already exists on the property and high-density housing should be tied to office space where jobs exist and are created, and service uses are available to limit vehicular trips. The existing 130,000 square feet of office would generate approximately 520 employees (1 employee per 250 square feet) to support the proposed mixed-use development.
- The City's Rental Housing Study (updated June 2022) recommends an annual target entitlement of approximately 116 'For-Rent' units per year in order to achieve Housing Policy 2, as stated above. While the minimum 68% 'owner-occupied' housing policy is included in the Horizon 2040 Comprehensive Plan, the annual target recommendation is not an approved City policy. The latest US Census American Community Survey 5-year estimate (2019 – 2023) reflects that the City is at 68% owner-occupied housing units, which complies with Housing Policy 2. The City has approved 280 'For-Rent' units since 2022, which includes the entitlement from the Continuum mixed-use development.
- it is recommended that a Certificate of Occupancy (CO) not be issued for the proposed 'For-Rent' units until 2027 in order to meet the City's housing policy. Staff adheres to a 5-year horizon when making recommendations on public hearing requests for 'For-Rent' use. Housing policies are developed by the community as part of the City's Comprehensive Plan, which is updated every five (5) years.
- Rental units are proposed in a single five (5) story multi-family building wrapping a six (6) level parking deck with on-site amenities and ground-floor active uses (retail, office,

and amenities). Residents will have access to dedicated covered parking and amenities, such as a pool and private outdoor amenity areas. A mix of one (1), two (2) and three (3) bedroom units are proposed with one (1) and two (2) bedroom units making up approximately 95% of the total units.

- Based on the uses proposed, the mixed-use development is expected to generate a total of 303 new AM Peak Hour trips and a total of 290 new PM Peak Hour trips.
- Based on the scope of the project, the applicant was required to go through the Development of Regional Impact (DRI) process. The DRI Process solicits additional review of the project from regional partners, including the Atlanta Regional Commission (ARC), Georgia Department of Transportation (GDOT), Georgia Regional Transportation Authority (GRTA), as well as adjacent communities. Following the DRI requirements, a traffic study was commissioned to assess traffic impacts anticipated from the proposed project. The study reviewed existing, future no-build, and future build conditions at the site driveways and key intersections near the site. Needed improvements to the three (3) site driveways were identified during the study analysis, which includes reconstructing the site driveways. The site access modifications recommended within the traffic study that are subsequently agreed to as conditions of approval by GRTA in the resultant Notice of Decision, dated March 18, 2025, yield acceptable level of service (LOS) operations at all site access driveways in the future scenario with the development of the project.
- Based on the total figure for all school levels, it can be assumed that the proposed development could house approximately 11 – 166 school age children. Webb Bridge Middle School's current enrollment exceeds state capacity.
- The Community Zoning Information Meeting was held on January 8, 2025 and February 12, 2025. There were no public comments.
- 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. In addition, the applicant hosted a virtual meeting on January 29, 2025 and invited all property owners within 500' of the property. No one attended the virtual meeting. The report states that no correspondence was received.
- Staff reviewed the applicant's proposal against the established review criteria for a master plan amendment, comprehensive land use plan amendment, rezoning, conditional use, and variances. The applicant's proposal would complement surrounding properties which are primarily developed as an office park, commercial corridor, city park, and Georgia State University. 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 to re-position the suburban office park.

- The conditional use to allow 'Dwelling, 'For-Sale' and 'For-Rent' uses is consistent with the City's housing policy to maintain a housing balance of at least 68% owner-occupied housing units. The City's Rental Housing Study indicates that Alpharetta is moving toward its housing policy at the projected rate in previous rental studies. The latest US Census estimates show that the City is at 68% owner-occupied housing units. In addition, the applicant proposes eighteen percent (18%) of the residential units to be a 'For-Sale' product. If approved, it is recommended that a Certificate of Occupancy (CO) for the 'For-Rent' building not be issued until 2027.
- The property has exceptional and peculiar conditions due to its size and shape. In addition, the proposed development incorporates an existing office building, which limits the site layout. The requested shared parking increase is insignificant, approximately two percent (2%), and is supported by a shared parking study that is based on sound methodology and conclusions supported by Staff.
- Jessica Hill (600 Peachtree Street NE, Atlanta, GA 30308) and Mike Green (303 Peachtree Center Avenue, Atlanta, GA 30308) came forward to speak on behalf of the application.

CITY COUNCIL DISCUSSION:

- Council Member Mitchell asked about flex parking, scale of sculpture, location of curb cuts within the development.
- Council Member DeRito asked about the CO date for the rental product.
- Council Member Hipes asked about the CO date, the connection and activation of the Brookside Trail Park and parking for the park, guest parking, amphitheater parking.
- Council Member Will asked about the applicant is required to provide parking for the amphitheater.
- Council Member Brady asked about retail parking and deck occupancy, construction phasing plan

PUBLIC COMMENTS:

- ❖ Council Member Hipes offered a motion to approve MP-25-03/CLUP-25-01/Z-25-02/CU-25-03/V-25-02 Portman Holdings/Brookside MP Pod A, subject to the following conditions:
 1. The 19.68-acre property shall be zoned MU and the site shall be developed substantially similar to the site plan by Kimley Horn, revised 3/20/25, 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. The comprehensive land use designation of the property shall be 'Mixed Use'.

3. Architectural style shall be representative of the submitted renderings prepared by SK+I, dated 3/20/25, with final approval by DRB.
4. Development regulations shall be as follows (The entitlements below shall be deducted from the Brookside Master Plan non-residential density, including an exchange rate of 800 square feet of non-residential density for each residential unit):
 - a. Office – Office use shall be limited to no more than 130,000 square feet, which shall include the existing office building. Office uses shall be permitted in the ground floor space along the storefront street in the For-Rent building and shall not count against the office maximum area above. Office building shall have a maximum height of 5 stories or 85', whichever is less.
 - b. Commercial – Retail and restaurant (no drive-through) uses shall be limited to no more than 60,000 square feet, of which no more than 32,000 square feet shall be used for restaurant (no drive-through) use. Retail uses shall be limited to service retail incidental to office and residential uses. Retail/restaurant buildings shall have a maximum height of 2 stories or 40', whichever is less.
 - c. 'For-Sale' Residential – Up to 75 'For-Sale' Townhome units shall be permitted with a maximum height of 4 stories or 50', whichever is less. No more than 10% shall be rented as stated in the HOA documents.
 - d. 'For-Rent' Residential – After January 1, 2027, 335 'Dwelling, 'For-Rent' units shall be permitted a Certificate of Occupancy (CO) in accordance with UDC 'For-Rent' requirements. At-grade 'For-Rent' units shall be limited to no more than 3 sides of the building and shall have walkouts with sidewalk connections. Maximum building height shall be 5 stories or 72', whichever is less. Units shall be 1, 2, and 3 bedrooms with no more than 40% of the units being 2-bedroom and no more than 5% being 3-bedroom. A CO shall not be issued for rental units until the street level exterior of the existing office building has been renovated or is substantially under construction to facilitate the proposed commercial conversion of the 7,000 square feet of ground floor space in the existing office building and the retail village (free-standing buildings) is substantially under construction, as determined by Staff. The exterior improvements shall include creation of a pedestrian approach from the exterior of the building into the proposed commercial space with sidewalks and awning improvements. 'For-Rent' units shall be part of a mixed-use development containing a minimum 19 acres and incorporating retail/restaurant uses, 'For-Sale' residential uses, a neighborhood grocery, and the existing office building depicted on the site plan to be saved. 'For-Rent' units shall have first class amenities, which shall include a private pool, fitness center, secure parking, resident's lounge, business center, on-site management office, concierge services and secure elevator access. If a building permit is not issued by April 28, 2028, residential units shall revert to 'For-Sale' only.

- e. Parking Deck – Maximum 6 levels, substantially as depicted on the site plan prepared by Kimley Horn, revised 3/20/25. Parking decks visible from Old Milton Parkway and Brookside Parkway shall be treated with comparable materials and finishes as the buildings they serve or art such as a mural, as approved by Staff. Screening of parking decks with evergreen landscaping of sufficient size shall be required, as approved by Staff. Suitability of parking deck elevation, visibility and landscape screening shall be approved by the DRB.
- 5. Brookside Master Plan Pod A shall be limited to the following uses and further restricted by conditions of zoning:
 - a. Office
 - b. Service Retail
 - c. Restaurant (no drive thru)
 - d. Residential – ‘For-Sale’ and ‘For-Rent’
- 6. Service retail uses shall be those customarily accessory to or amenities for office and residential uses, restricted to the following:
 - a. Art Gallery
 - b. Bakery
 - c. Barber Shop/Beauty Shop
 - d. Book Store
 - e. Brewery
 - f. Computer Supply Store
 - g. Copy Center/Print Shop
 - h. Dance Studio
 - i. Drug Store (not to exceed 2,000 SF)
 - j. Dry Cleaning Pick-up Station
 - k. Fitness Studio
 - l. Florist, Retail without Greenhouse
 - m. Nail Salon (subject to approval of a conditional use)
 - n. Neighborhood Grocery (min. 3,000 SF)
 - o. Office Supply Store (not to exceed 2,000 SF)
 - p. Package Shipping Store
 - q. Recreation Facilities (Indoor)
 - r. Restaurant (no drive-through)

- s. Retail Sales and Services Establishment
 - t. Shop or Studio, Craftsman/Artist
 - u. School, Commercial
 - v. Spa Services (subject to approval of a conditional use)
7. Minimum setbacks shall be 20' on Old Milton Parkway and Brookside Parkway and 10' on the private street to the south. Side and rear setbacks shall be 15' and shall be in addition to required buffers. Building setbacks along new streets shall be as depicted on the site plan prepared by Kimley Horn, revised 3/20/25.
 8. Property owner shall provide a public access easement over the existing sidewalk along Old Milton Parkway.
 9. It is anticipated that the Brookside Parkway Lane Diet project to reduce the existing 4-lane road section and add enhanced bicycle and pedestrian facilities on one side of Brookside Parkway will be accomplished within the existing right-of-way. If it is determined that right-of-way is needed for the project, developer shall provide right-of-way and/or construction easements.
 10. Minimum parking requirements shall be as depicted on the site plan and parking study prepared by Kimley Horn, revised 3/20/25 and dated 3/10/25, respectively. The proposed development shall incorporate parking management plans, standard operating procedure plans, as well as other related plans and/or infrastructure that support the shared parking efforts identified for the site, as approved by Staff.
 11. New streets shall be private and substantially similar to the submitted Roadway Section plans prepared by CORE, dated 3/20/25, except for modifications required to comply with the conditions below. Roadway Section B planter (bump outs at the beginning and end of on-street parking) shall be planted with trees. Roadway Section E drive aisle width shall be reduced to 10' with the additional area split between the planter and landscape strip on both sides of the street. Planter and landscape strips shall be planted with trees.
 12. Minimum 20' landscape strip (not including sidewalk) shall be provided along Old Milton Parkway and minimum 10' landscape strip shall be provided along Brookside Parkway. Existing landscape strip and planter trees along Old Milton Parkway and Brookside Parkway, determined to be healthy, shall be preserved, except at relocated curb cuts along Old Milton Parkway and Brookside Parkway and as needed to install a deceleration lane on Old Milton Parkway (if required by GDOT), as approved by Staff. A row of shrubs, minimum 2' at planting, shall be planted in the planter adjacent to the deceleration lane along Old Milton Parkway, as permitted by GDOT.
 13. Minimum 10' natural or landscaped buffer shall be provided along the private street to the south, except where the proposed new local street comes within 5' of the

southern property line the buffer may be reduced to 5'. Developer shall make reasonable efforts to save the existing trees along the private street to the south.

14. Site landscaping shall be substantially similar to the Landscape Strategy prepared by CORE, dated 3/20/25, with final approval by DRB. A detailed landscape plan shall be approved prior to issuance of a LDP.
15. Storefront streets shall include foundation plantings and/or planted decorative pots, as approved by DRB.
16. In order to obscure parking lots, surface parking shall be screened from Old Milton Parkway and Brookside Parkway with architectural features and/or landscaping, with final approval by DRB.
17. Parking lot islands shall be planted with trees, shrubs and ground covers.
18. Developer shall save healthy trees in the area adjacent to Brookside Park, except where to grade and install pedestrian amenities, as depicted on the site plan prepared by Kimley Horn, revised 3/20/25.
19. Minimum 13.72 acres of open space shall be provided which shall include the off-site Big Creek Greenway trail connection, as depicted on the site plan prepared by Kimley Horn, revised 3/20/25.
20. At-grade pedestrian and bicycle connections shall be provided throughout the site, including between buildings and open space within the development. Pedestrian crossings within the development shall be ramped and surface materials shall be brick pavers, cobblestones, or architecturally treated concrete, as approved by DRB. Pedestrian bridges, stairs, elevators, and escalators may encroach over and into public spaces provided that they do not impede pedestrian circulation or safety. Bicycle facilities shall be provided throughout the development, including a bicycle-share station.
21. Detention facilities shall not be visible from the public right-of-way, except as a decorative water feature, as approved by Staff.
22. Runoff reduction and water quality treatment measures shall add to the decorative or aesthetic nature of the development. Features like bioretention, tree wells, pervious pavers, etc. shall be prioritized in the design.
23. The 2 main entrances off Old Milton Parkway and Brookside Parkway shall include a minimum 750 square feet greenspace incorporating an entrance monument and decorative landscaping, as approved by DRB. Installation shall be required prior to the 1st CO for the development.
24. Developer is encouraged to work with the Brookside Association to improve the corner of Old Milton Parkway and Brookside Parkway as a decorative greenspace incorporating landscaping and entrance monumentation.

25. Developer shall provide a minimum 1 original sculpture, a minimum 1 alternative art installation utilizing light or sound, and minimum 4 murals, as well as entry monumentation as depicted on the Site Program + Amenities Exhibit prepared by CORE, dated 3/20/25, with final locations approved by Staff. Sculptures and murals are subject to final approval by the Cultural Arts Commission. Completion of sculptures shall be required concurrent with the CO for the 'For-Rent' building and murals shall be completed concurrent with the CO for the building where they are located.
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27. Developer shall provide bicycle racks, benches, trash receptacles, decorative crosswalks, planters, kiosks, and other street furniture, where appropriate, throughout the development. Existing MARTA bus shelter along Brookside Parkway shall be replaced with a new bus shelter with design subject to final approval by Staff.
28. Developer shall improve a multi-use trail connection through Brookside Park connecting the subject property to the Big Creek Greenway, as depicted on the Connectivity + Pedestrian Circulation Exhibit prepared by CORE, dated 3/20/25, including a minimum 12' concrete (or similar), accessible multi-use trail and bridge with final alignment, design and materials, as approved by Staff. Trail connection shall include lighting (pedestrian and bollard), landscape, hardscape, and amenities. Trail entrance gateways shall be provided in the southwest and northwest corners of the property. Developer shall promote the use of the Big Creek Greenway trail connection by providing a min. 5 shared parking spaces for the public. Wayfinding signage shall be provided at key locations along the trail, as approved by Staff. The trail connection shall be completed prior to a CO for the For-Rent building. Impact fee credits will be provided for the off-site trail connection improvements, as approved by Staff. Developer's financial obligation to implement the improvements in this condition 28 shall be limited to the amount of the impact fees generated for the development project.
29. Backside of buildings or 'back of house' functions (such as loading, trash, utilities, and similar) shall be screened from the public or private right-of-way or Brookside Park. Parapet walls shall be used as needed to screen rooftop mechanical equipment and views.
30. Min. 1 rooftop amenity shall be provided in the development. Restaurants shall include outdoor dining areas.
31. Prior to LDP, the applicant shall submit for approval a document to be entitled 'Portman Brookside Design Standards'. This document shall include elevations or architectural themes of buildings, specifications for street furniture including benches,

trash receptacles, lighting, focal point features, bicycle racks, bus shelter, signage, landscaping themes, and entrance treatments and shall be substantially similar to the submitted renderings, as amended. Design standards will be presented to Staff and the DRB for review and approval.

32.Plans for buildings, landscaping, and signage shall be subject to review and approval by the DRB.

33.Prior to the first LDP, applicant shall submit a revised master plan for the property incorporating the approved conditions, as well as the following:

- a. Approved specifications and standards identified for each use within the total development.
- b. Pedestrian/bicycle network; and
- c. Overall planned green space areas.

34.Every plan submitted for an LDP shall include an on-going density, open space, and acreage tabulation.

35.All site plans and civil design plans hereafter submitted to the City of Alpharetta shall state as the first note: "This plan reflects conditions stipulated through public hearing regarding case MP-25-03/CLUP-25-01/Z-25-02/CU-25-03/V-25-02 Portman Brookside."

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36.Provide pedestrian connectivity between all buildings, uses, and existing/future pedestrian access points.

37.Coordinate with the City of Alpharetta to identify opportunities for future connections to the Big Creek Greenway and to existing and proposed Brookside Trail alignments.

38.Coordinate with MARTA to identify opportunities to enhance existing or proposed bus stops adjacent to the project site.

Roadway Improvements

39.Coordinate with the City of Alpharetta during permitting to identify wayfinding opportunities internal to the site directing vehicular traffic to efficient routes to/from SR 400.

Old Milton Parkway (SR 120) at Site Driveway A

40.Reconstruct Driveway A to operate as a right-in-right-out driveway under driveway stop control including one (1) lane entering and one (1) lane exiting.

Brookside Parkway at Site Driveway B (North Driveway)

41. Reconstruct Driveway B to operate as a full movement driveway under driveway stop control including one (1) lane entering and one (1) lane exiting.

Brookside Parkway at Site Driveway C (South Driveway)

42. Reconstruct Driveway C to operate as a full movement driveway under driveway stop control including one (1) lane entering and one (1) lane exiting.
43. Applicant will connect the parking lot on the south side of building marked R7 and connect that parking lot to the ingress from the curb cut that is to the south and east of the building currently shown as R7, leaving it to the applicant discretion to adjust the size of building R7 as they determine.
44. The townhomes will have a total of 15 street parking spots, the placement to be determined by the applicant, with agreement of staff.
- Council Member Brady seconded the motion.
 - Council Member Mitchell offered a Friendly Amendment for Condition 43 to add the language “or find an alternative cut through to Brookside Parkway (either/or).”
 - Council Member Hipes shared that he is not comfortable with accepting the amendment absent the determination that we could have 2 curb cuts.
 - Council Member Mitchell shared that if our engineer is okay with it and the other property owners agree to the two curb cuts, that the additional language he is proposing be added to Condition 43 would be an alternative that they could consider instead of adjusting the size of building R7.
 - Council Member Hipes and Council Member Brady accept the friendly amendment, with the assumption it that can be done legally.
 - The motion was approved unanimously (6-0).

E. MP-25-01/CU-25-05 Fulton Science Academy/Cousins Westside MP Pod R

DEFERRED: This item has been deferred by the applicant to the June 23, 2025 City Council Meeting and Public Hearing. This item will not be heard or considered by the Council during this meeting.

Consideration of a master plan amendment and conditional use to allow a ‘School, Academic’ to re-use an existing office building on a 4.48-acre property in the North Point Overlay. A master plan amendment is requested to add ‘School, Academic’ to the Cousins Westside Master Plan Pod R and a conditional use is requested to allow ‘School, Academic’ for Fulton Science Academy. The property is located at 8995 Westside Parkway and is legally described as being located in Land Lot 691, 1st District, 2nd Section, Fulton County, Georgia.

- Mayor Gilvin called for a short recess to take a break in the meeting at 9:42 p.m.

- Mayor Gilvin reconvened the meeting at 9:47 p.m.

7. NEW BUSINESS

A. Collaborative Agreement: Pillar EMS Academy

Consideration of approval of a Collaborative Agreement between the City of Alpharetta and Pillar EMS Academy, LLC for public safety employee training from 2025 through 2027 and with authorization for the Mayor to execute all necessary documents.

- Director of Public Safety, John Robison, came forward to present this item.
- In April 2023, the fire department launched an annual Fire Recruit Class in response to the shortage of lateral firefighter applicants. Since then, the department has successfully graduated 12 firefighters from the Recruit Program. Each class must complete 20 weeks of Advanced Emergency Medical Technician (AEMT) training and 12 weeks of fire-specific training.
- The fire department is now seeking to partner with Pillar EMS to deliver the AEMT training, with Pillar EMS offering the program at a cost of \$3,000 per recruit.
- The higher cost of the Pillar program is due to its longer duration and more in-depth instruction. However, it comes highly recommended—Sandy Springs has been using Pillar and reported excellent results, giving us confidence in their quality and effectiveness.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Will offered a motion to approve a Collaborative Agreement between the City of Alpharetta and Pillar EMS Academy, LLC for public safety employee training from 2025 through 2027 and authorize the Mayor to execute all necessary documents.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (6-0).

B. Purchase Approval: 2024 Ford F-550 Dump Truck for Recreation, Parks and Cultural Services

Consideration of approval to purchase a 2024 Ford F-550 Dump Truck from Billy Howell Ford for an amount totaling \$86,754.00 and authorize the Mayor to execute all necessary documents.

- Director of Recreation, Parks, and Cultural Services, Morgan Rodgers, came forward to present the item.
- As part of the Fiscal Year 2025 Capital Budget, the Recreation, Parks, and Cultural Services Department has allocated funds for the purchase of a small dump truck. This new vehicle will replace a 2009 Ford F-250 that was recently auctioned due to extensive

repair needs. Given the vehicle's age and mileage, the cost of repairs was no longer considered financially practical.

- Staff recommends purchasing a Ford F-550 dump truck from Billy Howell Ford for \$86,754.00. If approved, this vehicle will serve as a replacement within the department's fleet and will be utilized across all districts. The addition of this unit will allow staff to pick up materials directly from local supply yards, eliminating delivery fees and improving operational efficiency.
- Multiple vendors were contacted to obtain quotes for this vehicle. Of the three that responded, Billy Howell Ford provided the most cost-effective option and currently has a unit in stock, available for immediate pickup.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Hipes offered a motion to approve the purchase a 2024 Ford F-550 Dump Truck from Billy Howell Ford for an amount totaling \$86,754.00 and authorize the Mayor to execute all necessary documents.
 - Council Member Brady seconded the motion.
 - The motion was approved unanimously (6-0).

C. Ordinance: City Code Text Amendments - Massage and Spa Establishments

SECOND READING

The first reading of this item occurred during the April 14, 2025 City Council Meeting and Public Hearing.

Consideration of adoption of an ordinance to modify Chapter 10, Article IX of The Code of the City of Alpharetta to require enhanced identification and fingerprint background checks; to provide for additional requirements for applications for licensing and permitting; to provide for renewal applications; to amend regulations to authorize the denial of a license or permit; to repeal conflicting ordinances; and for other purposes.

- City Attorney, Molly Esswein, read the ordinance title aloud and came forward to present the item.
- There have been no changes since the first reading.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Will offered a motion to adopt an ordinance to modify Chapter 10, Article IX of The Code of the City of Alpharetta to require enhanced identification and fingerprint background checks; to provide for additional requirements for applications for licensing and permitting; to provide for renewal applications; to amend regulations to authorize the denial of a license or permit; to repeal conflicting ordinances; and for other purposes.

- Council Member Mitchell seconded the motion.
- The motion was approved unanimously (6-0).

D. Ordinance: City Code Text Amendments - Recreation Commission

SECOND READING

The first reading of this item occurred during the April 14, 2025 City Council Meeting and Public Hearing.

Consideration of adoption of an ordinance to modify Chapter 2, Article III and Chapter 32, Article II of The Code of the City of Alpharetta regarding the creation, powers, duties, and obligations of the Recreation Commission; to repeal conflicting ordinances; and for other purposes.

- City Attorney, Molly Esswein, read the ordinance title aloud and came forward to present this item.
- Since the first reading, the city attorney's office made changes to ensure that the terms of the board members will coincide with the council member appointing them and also changed some of the language referencing other boards.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Hipes offered a motion to adopt an ordinance to modify Chapter 2, Article III and Chapter 32, Article II of The Code of the City of Alpharetta regarding the creation, powers, duties, and obligations of the Recreation Commission; to repeal conflicting ordinances; and for other purposes.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (6-0).

8. EXECUTIVE SESSION (IF NECESSARY)

- ❖ Council Member Will offered a motion to recess the meeting for an Executive Session.
 - Council Member Mitchell seconded the motion.
 - The motion was approved unanimously (6-0).
- Mayor Gilvin recessed the meeting at 9:57 p.m. for an Executive Session for the purposes of property acquisition and litigation.
- ❖ Council Member Will offered a motion to reconvene the meeting.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (6-0).
- Mayor Gilvin reconvened the meeting at 10:31 p.m.

9. PUBLIC COMMENT

- There were no public comments.

10. REPORTS

- Council Member Will shared that the Fire Department is conducting their annual live fire training from 6:00 – 10:00 pm each night this week at the Cherokee County Fire Training Facility. There is also a Fire Department Promotional Ceremony at 10:00 am at City Hall on Friday, May 2nd.

11. OLD BUSINESS

A. Resolution to Condemn - Parcel 1 of Cumming Street Corridor Improvements Project

This item was first considered and deferred during the April 14, 2025 City Council Meeting.

Consideration of adoption of a Resolution to condemn property interest in Tax Parcel No. 22 498212540439 (Parcel Owner: Jill Bernard) of the Cumming Street Corridor Improvements Project (Parcel No. 01) and with authorization for the Mayor to execute all necessary documents.

- City Attorney, Molly Esswein, read the resolution aloud and presented this item.
- The City has received an updated appraisal in the amount of \$18,900.

PUBLIC COMMENTS:

- Jill Bernard, 145 Cumming Street, Alpharetta, GA 30009
- ❖ Council Member Mitchell offered a motion to adopt a Resolution to condemn property interest in Tax Parcel No. 22 498212540439 (Parcel Owner: Jill Bernard) of the Cumming Street Corridor Improvements Project (Parcel No. 01) and authorize the Mayor to execute all necessary documents.
 - Council Member Brady seconded the motion.
 - The motion was approved unanimously (5-1; with Council Member Will in opposition).

12. ADJOURNMENT

- ❖ Council Member DeRito offered a motion to adjourn the meeting.
 - Council Member Will seconded the motion.
 - The motion was approved unanimously (6-0).
- With there being no further items to consider or discuss, Mayor Gilvin adjourned the meeting at 10:38 p.m.

Respectfully submitted,



Lauren Shapiro, City Clerk

EXHIBIT A



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 ADD THE JOHN C. WEATHERFORD HOUSE TO APPENDIX B: HISTORIC RESOURCES INVENTORY – DESIGNATED HISTORIC BUILDINGS; 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, Appendix B titled “Historic Resources Inventory – Designated Historic Buildings” 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 May ____.

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"

APPENDIX B HISTORIC RESOURCES INVENTORY—DESIGNATED HISTORIC BUILDINGS

Address	Description	Property Owner
10 Cumming St.	R.D. Manning House	Properties of Duffy, LLC.
40 Cumming St.	Lewis Manning House	Taylor Morrison of Georgia, LLC.
1080 Rucker Rd.	Troy Rucker House	Millie R. Hogan
333 Milton Ave.	Farmhouse Cottage	Blaise Miller, One Ninety Three Residential Group, LLC.
0 Morris Road	Farmhouse Settlement	City of Alpharetta
150 Wills Overlook Alley (Formerly 531 South Main Street)	Earl Wood House	Morley Holdings Coffee Plantation LLC.
133 Cumming Street	Gardner House	Toriano Young & Associates, Inc.
116 North Main Street	Dr. J.L. Morris House	116 North Main LLC
<u>193 Canton Street</u>	<u>John C. Weatherford House</u>	<u>George Jackson</u>

(Ord. No. 764, §§ 1, 2, 9-4-2018; Ord. No. 765, § 2, 9-4-2018; Ord. No. 766, § 2, 9-4-2018; Ord. No. 774, § 1(Exh. A), 4-22-2019; Ord. No. 815, § 1(Exh. A), 11-16-2020; Ord. No. 865, § 1(Exh. A), 10-16-2023; Ord. No. 866, § 1(Exh. A), 10-16-2023; Ord. No. 872, § 1(Exh. A), 5-20-2024)



STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: May 5, 2025

AGENDA ITEM:

Conflict Waiver: Vehicle Use Agreement for Medical Response Unit

Consideration of approval of a Waiver of Conflict to allow Jarrard & Davis, LLP to serve as City Attorney for both the City of Alpharetta and the City of Milton for the purposes of preparing and approving a Vehicle Use Agreement with E.M.S. Ventures, Inc. and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, a Waiver of Conflict to allow Jarrard & Davis, LLP to serve as City Attorney for both the City of Alpharetta and the City of Milton for the purposes of preparing and approving a Vehicle Use Agreement with E.M.S. Ventures, Inc. and authorize the Mayor to execute all necessary documents.

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:

Jarrard and Davis, LLP is the counsel of record for both the City of Alpharetta and the City of Alpharetta.

If approved, this conflict waiver would allow Jarrard & Davis to represent both the City of Alpharetta and the City of Milton for the purposes of preparing and approving a Vehicle Use Agreement with E.M.S. Ventures, Inc.

ALTERNATIVES:

Do not approve the Waiver of Conflict and seek alternative legal representation.

ATTACHMENTS:

1. Conflict Waiver MRU

WAIVER OF CONFLICT

WHEREAS, THE CITY OF MILTON, GEORGIA (“Milton”) is a municipal corporation of the State of Georgia; and

WHEREAS, THE CITY OF ALPHARETTA, GEORGIA (“Alpharetta”) is a municipal corporation of the State of Georgia; and

WHEREAS, both Milton and Alpharetta may collectively be referred to hereinafter as the “Parties;” and

WHEREAS, Milton is and has been represented by the law firm of Jarrard & Davis, LLP, in the capacity of general legal counsel as Milton’s City Attorney; and

WHEREAS, Alpharetta is and has been represented by the law firm of Jarrard & Davis, LLP, in the capacity of general legal counsel as Alpharetta’s City Attorney; and

WHEREAS, Parties entered into a Service Level Agreement with E.M.S. Ventures, Inc. doing business as American Medical Response (“AMR”) dated June 27, 2024, which included an option to implement a medical response unit; and

WHEREAS, Milton and Alpharetta have an interest in preparing and approving a Vehicle Use Agreement with AMR to implement a medical response unit (the “Agreement”); and

WHEREAS, Milton and Alpharetta recognize that Jarrard & Davis, LLP’s representation of both Parties regarding the Agreement is a waivable conflict of interest; and

WHEREAS, the governing bodies of the Parties have considered this issue, have been informed of the potential for conflicts or competing interests between the Parties and risks associated with the same; and

WHEREAS, the law firm of Jarrard & Davis, LLP will continue to represent both Parties while protecting both Parties' best interests, in connection with the Agreement.

NOW THEREFORE, in light of the above, the governing bodies of Milton and Alpharetta, having considered these issues, do hereby resolve as follows:

1. Milton and Alpharetta acknowledge Jarrard & Davis, LLP's disclosure of these potential conflict.
2. Milton and Alpharetta further acknowledge Jarrard & Davis, LLP's disclosure of this potential conflict at an open meeting.
3. Milton and Alpharetta were provided an adequate opportunity to consult with independent legal counsel regarding the ramifications of this conflict waiver; and all and any questions by either government have been addressed to the satisfaction of each.
4. Milton and Alpharetta affirmatively waive any actual, potential, or apparent conflict of interest arising from or attributable to Jarrard & Davis, LLP's representation of the Parties with respect to the Agreement.

(signature page follows)

Effective between the Parties this _____ day of _____, 2025.

CITY OF MILTON, GEORGIA, by and
through its City Council

By: _____
Peyton Jamison, Mayor

ATTEST:

By: _____
Tammy Lowit, City Clerk

[AFFIX SEAL]

CITY OF ALPHARETTA, GEORGIA,
by and through its City Council

By: _____
Jim Gilvin, Mayor

ATTEST:

By: _____
Lauren Shapiro, City Clerk

[AFFIX SEAL]



STAFF REPORT

Department: Finance
Submitted By: Tom Harris
Meeting Date: May 5, 2025

AGENDA ITEM:

Certification of Estimated Roll-Back Rate for Fiscal Year 2025-2026

Consideration of approval and certification of the estimated roll-back rate of 5.73 mills for Fiscal Year 2025-2026.

STAFF RECOMMENDATION:

Approve and certify, as part of the Consent Agenda, the estimated roll-back rate of 5.73 mills for Fiscal Year 2025-2026, in accordance with O.C.G.A. Section 48-5-2, as amended.

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:

During the 2024 session, the Georgia legislature approved House Bill 581, which in addition to creating a statewide floating homestead and a new local option sales tax, made procedural changes to the property tax certification process. This item is before council due to a change in the law which now requires local governments to certify an "estimated roll-back rate" to be included in the taxpayer's assessment notice sent out by the tax commissioner in the summer. This estimated roll-back rate replaces the previous year's millage rate which was required on the notice.

This rate is an estimate based on the current millage rate less the millage equivalent of the total net assessed value estimated to be added by reassessments as valued by the county property assessor. The City has not been provided an estimate from the county assessor as to what these reassessments will amount to. Without any real data to support the estimate, Staff has relied upon prior year figures to take a reasonable and conservative guess as to the reassessment impact and has estimated a roll-back rate of 5.73 mills.

As noted above this rate will be shown on the notices of assessment sent out by the county. If the City adopts a millage rate in excess of this rate, then our tax bill will need to have a disclaimer this rate was exceeded and the result will be an increase in taxes owed.

ALTERNATIVES:

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

ATTACHMENTS:



STAFF REPORT

Submitting Department: Community & Economic Development

Submitted By: Kathi Cook

Sponsored By: Staff Initiated

Meeting Date: May 5, 2025

I. AGENDA ITEM TITLE: PH-25-09 / CITY OF ALPHARETTA CAPITAL IMPROVEMENT ELEMENT

CONSIDERATION OF A RESOLUTION AUTHORIZING TRANSMITTAL OF THE FISCAL YEAR 2024 CAPITAL IMPROVEMENT ELEMENT AND ANNUAL REPORT.

II. RECOMMENDATION:

Approve a resolution authorizing the transmittal of the Fiscal Year 2024 Capital Improvement Element (CIE) and Annual Report to the Atlanta Regional Commission and the Georgia Department of Community Affairs.

III. REPORT IN BRIEF:

The Georgia Planning Act of 1989 (The Act) requires that local governments keep their Comprehensive Plans current as a pre-requisite for maintaining Qualified Local Government status, a requirement for eligibility for receipt of State of Georgia funds. The Act requires that local governments provide annual updates to their Capital Improvement Element (CIE), prepared in accordance with the Minimum Planning Standards and Procedures and the Development Impact Fee Compliance Requirements.

The CIE is designed to provide insight into key infrastructure and public improvement projects being undertaken and completed by local jurisdictions. The Annual Report details on an annualized basis the collection and use of funds derived from impact fees. Together these documents provide a means of tracking local government performance and serve as a tool for measuring progress with respect to achieving community goals as outlined in the Comprehensive Plan.

The City of Alpharetta is required to transmit its annual update of the CIE to the Atlanta Regional Commission for review prior to Council Adoption.

IV. ALTERNATIVES:

Failure to update the CIE in accordance with the Georgia Planning Act of 1989 would result in the loss of Qualified Local Government status, which would make the City ineligible to receive certain State funding. Further, failure to submit this annual report would make the City ineligible to collect impact fees on new development.

V. ATTACHMENTS:

FY24 CIE Transmittal Resolution
2024-2025 CIE Impact Fee Report



**A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF
ALPHARETTA, GEORGIA FOR TRANSMITTAL OF THE FY2024
CAPITAL IMPROVEMENT ELEMENT OF THE COMPREHENSIVE
PLAN**

WHEREAS, The Georgia Planning Act encourages local governments to keep their comprehensive plans current in order for the plans to be used for policy guidance and as management tools for daily decisions; and

WHEREAS, the annual update of the capital improvement element was prepared in accordance with the Development Impact Fee Compliance Requirements and the Minimum Planning Standards and Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989, and a public hearing was held on May 5, 2025 at 6:30 P.M. at the Alpharetta City Hall; and

WHEREAS, such updates are required to extend status to the City of Alpharetta as a Qualified Local Government.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Alpharetta as follows:

- Hereby approves transmittal of the Annual Impact Fee Report and Capital Improvement Element Update to the Atlanta Regional Commission, per the Georgia Planning Act of 1989.

SO RESOLVED this 5th day of May 2025.

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 Brady

(SEAL)

Attest:

Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

[INSERT ATTORNEY], City Attorney



CITY OF ALPHARETTA, GA

ANNUAL IMPACT FEE FINANCIAL REPORT

FISCAL YEAR 2024

	Impact Fee Fund				General Fund	
	Roads	Public Safety	Recreation and Parks	Total Impact Fee Fund	Administrative Costs	Total
Impact Fee Fund Balance on July 1, 2023	\$ 1,323,540.70	\$ 152,817.98	\$ 2,235,686.02	\$ 3,712,044.70	\$ -	\$ 3,712,044.70
Fiscal Year 2024 Activity						
Sources:						
Impact Fees	\$ 651,846.19	\$ 63,670.75	\$ 1,871,535.10	\$ 2,587,052.04	\$ 80,408.51	\$ 2,667,460.55
Credits	(44,359.35)	-	(837,704.20)	(882,063.55)	(5,963.83)	(888,027.38)
Refunds	(1,402.64)	(129.13)	(4,962.92)	(6,494.69)	(194.84)	(6,689.53)
General Revenue (e.g. Interest)	72,730.87	8,154.96	123,046.64	203,932.47	-	203,932.47
Total Sources	\$ 678,815.07	\$ 71,696.58	\$ 1,151,914.62	\$ 1,902,426.27	\$ 74,249.84	\$ 1,976,676.11
(Uses):						
Project Expenditures	\$ (10,800.00)	\$ -	\$ -	\$ (10,800.00)	\$ -	\$ (10,800.00)
Administrative Costs	-	-	-	-	(74,249.84)	(74,249.84)
Total Uses	\$ (10,800.00)	\$ -	\$ -	\$ (10,800.00)	\$ (74,249.84)	\$ (85,049.84)
Impact Fee Fund Balance on June 30, 2024	\$ 1,991,555.77	\$ 224,514.56	\$ 3,387,600.64	\$ 5,603,670.97	\$ -	\$ 5,603,670.97
Impact Fees Encumbered at June 30, 2024	\$ 28,617.95	\$ 3,988.99	\$ 5,518.06	\$ 38,125.00		\$ 38,125.00

* Administrative Costs exceed 3% primarily due to a development agreement for Permit No. D230009 whereby the developer utilized impact fee credits to reduce their impact fee obligations (in accordance with our Impact Fee Ordinance) but still remitting the required 3% administrative fee on the total obligation set forth in said agreement.



CITY OF ALPHARETTA, GA
CAPITAL IMPROVEMENT ELEMENT (FY's 2022-2032)
Service Area for each Public Facility: Citywide

Public Facility	Project Description	Project Start Date (Fiscal Year)	Project End Date (Fiscal Year)	Local Cost of Project	Maximum % of Funding from Impact Fees	Maximum Funding from Impact Fees	Impact Fees Expended in FY 2024	Impact Fees Expended in Previous Years	Total Impact Fees Expended to Date	Impact Fees Encumbered as of the end of FY 2024	Current/ Potential Funding Sources	Status/ Comment	Responsible Department
Roads													
	Impact Fee Ordinance Update	2014	2016	\$ 86,145	100.00%	\$ 86,145	\$ -	\$ 34,999.98	\$ 34,999.98	\$ -	Impact Fees (100%)	Complete	Community Development
	Impact Fee Ordinance Update	2022	2025	51,892	100.00%	51,892	-	23,874.05	23,874.05	28,017.95	Impact Fees (100%)	In-Process	Community Development
	Rucker Rd Corridor Improvements	2017	2020	16,411,929	24.10%	3,955,275	10,800.00	991,047.22	1,001,847.22	600.00	GO Bond (89%); Impact Fees (6%); General Revenues (5%)	Complete	Public Works
	Kimball Bridge Rd Congestion Mitigation (North Point Pkwy to Waters Rd)	2017	2023	9,833,228	24.10%	2,369,808	-	-	-	-	GO Bond (100%)	Complete	Public Works
	Kimball Bridge Rd Bicycle/Pedestrian/Operational Improvements	2017	2024	1,359,742	24.10%	327,698	-	-	-	-	TSPLOST 1 (100%)	Complete	Public Works
	Kimball Bridge Rd Gap (City share)	2024	2025	500,000	24.10%	120,500	-	-	-	-	TSPLOST 2 (100%)	In-Process	Public Works
	Kimball Bridge Rd Improvements (Waters Rd to Ocee Elementary)	2027	2032	5,850,000	24.10%	1,409,850	-	-	-	-	TBD	TBD	Public Works
	Windward Parkway Business District/Union Hill Rd Capacity Improvements	2017	2023	185,100	24.10%	44,609	-	-	-	-	TSPLOST 1 (100%)	Split into Projects Below	Public Works
	Windward Parkway East Improvements	2017	2023	1,439,873	24.10%	347,009	-	-	-	-	TSPLOST 1 (99%); General Revenues (1%)	Complete	Public Works
	Windward Parkway West Improvements	2017	2023	1,191,026	24.10%	287,037	-	-	-	-	TSPLOST 1 (83%); General Revenues (17%)	Complete	Public Works
	Windward Pkwy Corridor Improvements (S.R. 9 to Westside Pkwy)	2017	2023	401,613	24.10%	96,789	-	-	-	-	GO Bond (100%)	On Hold	Public Works
	Northwinds Traffic Signal (temporary)	2017	2018	56,079	75.90%	42,564	-	42,564.32	42,564.32	-	Impact Fees (76%); General Revenue (24%)	Complete	Public Works
	Kimball Bridge Road at Northwinds Pkwy (Mast Arms)	2026	2028	250,000	24.10%	60,250	-	-	-	-	TBD	TBD	Public Works
	Bethany Rd at Mid-Broadwell Rd Intersection Improvements	2017	2021	1,174,001	24.10%	282,934	-	-	-	-	TSPLOST 1 (100%)	Complete	Public Works
	Bethany Rd at Mayfield Rd Intersection Improvements	2017	2021	1,943,218	24.10%	468,316	-	-	-	-	TSPLOST 1 (85%); GO Bond (15%)	Complete	Public Works
	Morris Rd Operational Improvements	2017	2021	3,215,476	24.10%	774,930	-	-	-	-	TSPLOST 1 (100%)	Complete	Public Works
	Old Milton Parkway Capacity Improvements	2017	2028	5,579,474	24.10%	1,344,653	-	-	-	-	TSPLOST 1 (100%)	Design Phase	Public Works
	Academy St/Webb Bridge Rd Operational and Pedestrian Improvements	2018	2020	435,224	24.10%	104,889	-	-	-	-	TSPLOST 1 (91%); General Revenue (9%)	Split into Projects Below	Public Works
	Academy St Improvements	2024	2029	3,525,490	24.10%	849,643	-	-	-	-	TSPLOST 1 (8%); TSPLOST 2 TBD (Tier 2; 92%)	On Hold	Public Works
	Webb Bridge Road Improvements (Design/Project Management)	2021	2023	876,388	24.10%	211,209	-	-	-	-	TSPLOST 1 (100%)	Design Phase Complete	Public Works
	Webb Bridge Road Improvements Phase 1 (Westwind Lane to Greenway)	2021	2024	725,037	24.10%	174,734	-	-	-	-	TSPLOST 1 (100%)	Complete	Public Works
	Webb Bridge Road Improvements Phase 2 (Roundabout to Webb Bridge Park)	2021	2025	6,000,000	24.10%	1,446,000	-	-	-	-	TSPLOST 1 (100%)	Construction Phase	Public Works
	Webb Bridge Road Improvements Phase 3 (Greenway to Roundabout)	2021	2027	17,000,000	24.10%	4,097,000	-	-	-	-	TSPLOST 1 (100%)	Construction Phase	Public Works



CITY OF ALPHARETTA, GA
CAPITAL IMPROVEMENT ELEMENT (FY's 2022-2032)
Service Area for each Public Facility: Citywide

Public Facility	Project Description	Project Start Date (Fiscal Year)	Project End Date (Fiscal Year)	Local Cost of Project	Maximum % of Funding from Impact Fees	Maximum Funding from Impact Fees	Impact Fees Expended in FY 2024	Impact Fees Expended in Previous Years	Total Impact Fees Expended to Date	Impact Fees Encumbered as of the end of FY 2024	Current/ Potential Funding Sources	Status/ Comment	Responsible Department
	Webb Bridge Road Improvements Phase 4 (North Point Parkway to the Greenway)	2022	2027	14,192,473	24.10%	3,420,386	-	-	-	-	TSPLOST 2 (95%); TSPLOST 1 (5%)	Construction Phase	Public Works
	Haynes Bridge Rd Widening (Mansell Rd. to city limits)	2027	2030	8,000,000	24.10%	1,928,000	-	-	-	-	TBD	TBD	Public Works
	McGinnis Ferry Rd Capacity Improvements	2020	2025	8,900,001	24.10%	2,144,900	-	-	-	-	TSPLOST 1 (57%); GO Bond (42%); General Revenue (1%)	ROW Acquisition Phase	Public Works
	GA400 Bridge (Academy St/Webb Bridge Rd - GDOT PI 0001757)	2020	2028	1,703,000	24.10%	410,423	-	-	-	-	TSPLOST 1 (100%)	Design Complete	Public Works
	GA400 Bridge (Kimball Bridge Rd - GDOT PI 0001757)	2020	2025	1,317,000	24.10%	317,397	-	-	-	-	TSPLOST 1 (100%)	Complete	Public Works
	GA400 Bridge (Tradewinds - GDOT PI 0001757)	2020	2030	1,866,000	24.10%	449,706	-	-	-	-	TSPLOST 1 (100%)	Design Complete	Public Works
	North Point Parkway Improvements (design)	2021	2025	2,818,323	24.10%	679,216	-	-	-	-	Grants (69%); TSPLOST 2 (25%); General Revenue (7%)	Design Phase Complete; Project on Hold	Multi-Dept.
	Major Intersection Improvements	2027	2031	750,000	24.10%	180,750	-	-	-	-	TBD	TBD	Public Works
	Old Roswell St. Park and Plaza	2027	2029	1,500,000	24.10%	361,500	-	-	-	-	TBD	TBD	Community Dev.
	Traffic Calming (Southlake Dr.)	2026	2029	2,000,000	24.10%	482,000	-	-	-	-	TBD	TBD	Public Works
	Traffic Calming (Waters Rd)	2026	2030	2,000,000	24.10%	482,000	-	-	-	-	TBD	TBD	Public Works
	Traffic Calming (Douglas Rd)	2026	2030	1,800,000	24.10%	433,800	-	-	-	-	TBD	TBD	Public Works
	Park Plaza Signalization Upgrade	2019	2020	264,006	24.10%	63,626	-	45,934.60	45,934.60	-	General Revenue (83%); Impact Fees (17%)	Complete	Public Works
	Henderson Parkway Traffic Calming Improvements (Study)	2027	2029	50,000	24.10%	12,050	-	-	-	-	TBD	TBD	Public Works
	Hembree Road Widening (Old Roswell Rd. to Westside Pkwy)	2027	2030	4,050,000	24.10%	976,050	-	-	-	-	TBD	TBD	Public Works
	Wills Road Widening (Milton Avenue to Old Milton Pkwy)	2019	2019	33,293	75.90%	25,269	-	14,460.00	14,460.00	-	Impact Fees (43%); General Revenue (57%)	On-Hold	Public Works
	Dryden Rd Extension	2026	2028	3,000,000	75.90%	2,277,000	-	-	-	-	TSPLOST 2 (100%)	Design Phase	Public Works
	Tradewinds Ripple Effect Improvements	2022	2029	2,000,000	24.10%	482,000	-	-	-	-	TSPLOST 2 (100%)	Conceptual Design Phase	Public Works
	Cumming St. Corridor Improvements	2022	2027	4,757,526	24.10%	1,146,564	-	-	-	-	TSPLOST 2 (100%)	Design Phase	Public Works
	Milton Ave Streetscape	2026	2029	3,935,740	24.10%	948,513	-	-	-	-	TSPLOST 2 (Tier 2; TBD)	On-Hold	Public Works
	Teasley Street Improvements	2017	2020	56,200	75.90%	42,656	-	38,125.00	38,125.00	-	Impact Fees (68%); General Revenue (32%)	Complete	Public Works
	AlphaLoop City Trail (Old Milton Parkway to Northwinds) - open 24 hours and illuminated at night for transport safety	2017	2025	13,699,352	100.00%	13,699,352	-	1,033,350.00	1,033,350.00	-	TSPLOST 2 (81%); TSPLOST 1 (6%); Contributions (1%) Grants (4%); Impact Fees (8%); GO Bond (1%); General Revenue (1%)	Complete	Community Development/ Public Works
	Roundabout Studies	2027	2028	100,000	24.10%	24,100	-	-	-	-	TBD	TBD	Public Works



CITY OF ALPHARETTA, GA
CAPITAL IMPROVEMENT ELEMENT (FY's 2022-2032)
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Public Facility	Project Description	Project Start Date (Fiscal Year)	Project End Date (Fiscal Year)	Local Cost of Project	Maximum % of Funding from Impact Fees	Maximum Funding from Impact Fees	Impact Fees Expended in FY 2024	Impact Fees Expended in Previous Years	Total Impact Fees Expended to Date	Impact Fees Encumbered as of the end of FY 2024	Current/ Potential Funding Sources	Status/ Comment	Responsible Department
	Roundabout (Roswell St at Old Roswell St)	2027	2030	1,500,000	24.10%	361,500	-	-	-	-	TBD	TBD	Public Works
	Roundabout (Milton Ave at Canton/Roswell St)	2027	2030	1,800,000	24.10%	433,800	-	-	-	-	TBD	TBD	Public Works
	Roundabout (Windward Pkwy at Clubhouse Dr)	2027	2031	3,000,000	24.10%	723,000	-	-	-	-	TBD	TBD	Public Works
	Roundabout (Hopewell Rd at Vaughan Dr)	2026	2029	1,617,005	24.10%	389,698	-	28,175.70	28,175.70	-	General Revenue (5%); Impact Fees (2%); TSPLOST 2 (TBD Tier 3)	Design Complete; Next phase On-Hold	Public Works
	Roundabout (Mayfield Rd at Canton St)	2027	2030	2,000,000	24.10%	482,000	-	-	-	-	TSPLOST 2 (Tier 3; TBD)	On-Hold	Public Works
	Roundabout (Mayfield Rd at Providence Rd)	2027	2030	2,000,000	24.10%	482,000	-	-	-	-	TSPLOST 2 (Tier 3; TBD)	On-Hold	Public Works
	Alpha Link Design and Construction (Haynes Bridge Rd to Encore Pkwy)	2025	2028	11,365,001	25.63%	2,912,850	-	-	-	-	TSPLOST 2 (70%); Impact Fees (18%); ARC Grant (9%); General Revenues (3%)	Design-Build Phase	Public Works
					\$ 180,165,855		\$ 55,725,840	\$ 10,800	\$ 2,252,531	\$ 2,263,331	\$ 28,618		
Public Safety													
	Impact Fee Ordinance Update	2014	2016	\$ 22,907	100.00%	\$ 22,907	\$ -	\$ 15,625.01	\$ 15,625.01	\$ -	Impact Fees (100%)	Complete	Community Development
	Impact Fee Ordinance Update	2022	2025	7,388	100.00%	7,388	-	3,399.01	3,399.01	3,988.99	Impact Fees (100%)	In-Process	Community Development
	Public Safety Headquarters Expansion	2017	2019	4,573,815	100.00%	4,573,815	-	718,750.00	718,750.00	-	General Revenues (55%); Impact Fees (16%); DEA (13%); E-911 Fees (16%)	Complete	Public Safety/ Public Works
	Public Safety Headquarters Parking Expansion	2026	2027	280,000	62.30%	174,440	-	-	-	-	TBD	TBD	Public Safety
	E911 Facility Renovations	2022	2025	54,894	100.00%	54,894	-	-	-	-	911 Fees (100%)	Complete	Public Safety/ Public Works
	Hazardous Materials Truck & Trailer	2020	2021	249,680	62.30%	155,550	-	155,750.00	155,750.00	-	Impact Fees (62%); General Revenue (38%)	Complete	Public Safety
	Quint Apparatus for Fire Station 81	2021	2021	1,311,250	62.30%	816,909	-	-	-	-	Capital Lease (100%)	Complete	Public Safety
	Fire Rescue-Rapid Response Truck	2022	2022	199,500	62.30%	124,289	-	124,100.00	124,100.00	-	Impact Fees (62%); General Revenue (38%)	Complete	Public Safety
	All Terrain Vehicles for Public Safety (Police)	2023	2023	29,462	62.30%	18,355	-	18,690.00	18,690.00	-	Impact Fees (63%); General Revenue (37%)	Procurement Phase	Public Safety
	Fire Station 81 Renovations/Improvements	2024	2027	3,000,000	100% of expansion	750,000	-	-	-	-	Impact Fees (6%); General Revenue (94%)	Design-Build Phase	
	Fire Stations 82-86 Assessments/Renovations/Expansion	2026	2031	17,100,000	100% of expansion	TBD	-	-	-	-	TBD	TBD	
	Transport Capable Unit (new fleet)	2026	2027	284,000	62.30%	176,932	-	-	-	-	TBD	TBD	Public Safety
				\$ 27,112,896		\$ 6,875,478	\$ -	\$ 1,036,314	\$ 1,036,314	\$ 3,989			



CITY OF ALPHARETTA, GA
CAPITAL IMPROVEMENT ELEMENT (FY's 2022-2032)
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Recreation and Parks													
	Impact Fee Ordinance Update	2014	2016	\$ 21,948	100.00%	\$ 21,948	\$ -	\$ 11,875.01	\$ 11,875.01	\$ -	Impact Fees (100%)	Complete	Community Development
	Impact Fee Ordinance Update	2022	2025	10,220	100.00%	10,220	-	4,701.94	4,701.94	5,518.06	Impact Fees (100%)	In-Process	Community Development
	Scramble Intersection at Canton St and Milton Ave	2022	2023	130,274	24.00%	31,266	-	-	-	-	General Revenue (100%)	Complete	Public Works
	Providence Road Sidewalk Improvements	2026	2028	1,300,000	24.00%	312,000	-	-	-	-	TBD	TBD	Public Works
	Waters Rd Sidewalk Improvements	2026	2028	1,200,000	24.00%	288,000	-	-	-	-	TBD	TBD	Public Works
	Wills Drive Sidewalk Improvements	2026	2028	190,000	24.00%	45,600	-	-	-	-	TBD	TBD	Public Works
	Mid-Broadwell Sidewalk Improvements	2026	2028	900,000	24.00%	216,000	-	-	-	-	TBD	TBD	Public Works
	Canton St Sidewalk	2026	2029	2,800,000	24.00%	672,000	-	-	-	-	TBD	TBD	Public Works
	Wills Rd Sidewalk Gap	2026	2027	380,000	24.00%	91,200	-	-	-	-	TBD	TBD	Public Works
	Encore Parkway 2-Way Bike Lane	2027	2030	1,500,000	24.00%	360,000	-	-	-	-	TBD	TBD	Public Works
	Mid-Block Crosswalk (Alpharetta Elementary School)	2022	2023	107,670	24.00%	25,841	-	-	-	-	TSPLOST 2 (100%)	Complete	Public Works
	Mid-Block Crosswalk (Manning Oaks Elementary School)	2022	2022	18,537	24.00%	4,449	-	-	-	-	TSPLOST 2 (100%)	On-Hold	Public Works
	Mid-Block Crosswalk (Cogburn Road Park)	2023	2023	129,616	24.00%	31,108	-	-	-	-	TSPLOST 2 (100%)	Complete	Public Works
	Mid-Block Crosswalk (Mid Broadwell Rd at Charlotte Dr)	2023	2023	146,000	24.00%	35,040	-	-	-	-	TSPLOST 2 (100%)	Complete	Public Works
	Mid-Block Crosswalk (Northwinds)	2026	2028	300,000	24.00%	72,000	-	-	-	-	TBD	TBD	Public Works
	Improved Crossing from Parking Deck to north side of Milton Ave	2023	2023	208,128	24.00%	49,951	-	-	-	-	TSPLOST 2 (100%)	Complete	Public Works
	Intersection at Marietta St. and Roswell St.	2022	2026	350,001	24.00%	84,000	-	-	-	-	TSPLOST 2 (100%)	Design Phase	Public Works
	Improved Pedestrian Crossings from City Center to Churches	2022	2026	750,001	24.00%	180,000	-	-	-	-	TSPLOST 2 (100%)	Design Phase	Public Works
	Pedestrian Safety Barrier at City Center Town Green	2023	2025	255,841	24.00%	61,402	-	-	-	-	General Revenue (100%)	Complete	Public Works
	Artificial Turf at City Center Town Green	2021	2021	160,000	24.00%	38,400	-	33,177.00	33,177.00	-	General Revenue (79%; Impact Fees (21%))	Complete	Public Works
	4 Pedestrian Bridges (Windward Pkwy over Big Creek; Greenway access)	2022	2026	4,000,001	24.00%	960,000	-	-	-	-	TSPLOST 2 (100%)	Design Phase	Public Works
	AlphaLoop City Trail	2017	2023	2,232,593	100.00%	2,232,593	-	-	-	-	GO Bond (20%); Contributions (Avalon/NFCID/ABC; 80%)	Complete	Community Development/ Public Works
	AlphaLoop City Trail (Old Milton Parkway to Northwinds)	2017	2025	500,000	100.00%	500,000	-	500,000.00	500,000.00	-	Impact Fees (100%)	Complete	Community Development/ Public Works
	AlphaLoop (funding to be reallocated for construction to the specific segments below upon completion of design phase)	2025	2028	7,835,240	100.00%	7,835,240	-	-	-	-	GO Bond (94%); TSPLOST 2 (TIER 3; TBD)	On-Hold	Public Works
	AlphaLoop (Roswell Street; design)	2025	2026	43,675	100.00%	43,675	-	-	-	-	GO Bond (100%)	Design Phase	Public Works
	AlphaLoop (Devore Road; design)	2025	2026	33,265	100.00%	33,265	-	-	-	-	GO Bond (100%)	Design Phase	Public Works
	AlphaLoop (Old Milton Parkway to Thompson Street; design)	2025	2026	52,725	100.00%	52,725	-	-	-	-	GO Bond (100%)	Design Phase	Public Works
	AlphaLoop (Haynes Bridge Road to Westside Parkway; design)	2025	2026	35,095	100.00%	35,095	-	-	-	-	GO Bond (100%)	Design Phase	Public Works
	City Center Walking Trail	2017	2019	300,000	100.00%	300,000	-	300,000.00	300,000.00	-	Impact Fees (100%)	Complete	Public Works



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	Greenway Extension to Forsyth County	2017	2022	12,339,036	25.63%	3,162,495	-	1,251,069.73	1,251,069.73	-	GO Bond (80%); Impact Fees (10%); TSPLOST 1 (8%); General Revenues (2%)	Complete	Parks/Public Works
	Encore Parkway Greenway Connection/Park	2023	2027	10,608,145	25.63% to 100%	2,589,490	-	27,480.00	27,480.00	-	TSPLOST 1 (63%); Impact Fees (19%); NFCID (18%)	Construction Phase	
	Eastside Community Center/YMCA Partnership	2017	2032	2,549,186	30.96%	789,228	-	-	-	-	GO Bond (100%)	Complete	Parks
	Alpharetta Arts Center Development	2017	2019	3,390,014	54.17%	1,836,371	-	1,300,001.33	1,300,001.33	-	GO Bond (44%); Impact Fees (38%); General Revenues (2%); Hotel/Motel Taxes (16%)	Complete	Parks/Public Works
	Alpharetta Arts Center Parking Expansion	2027	2030	950,000	54.17%	514,615	-	-	-	-	TBD	TBD	Parks/Public Works
	Wills Park Pool Renovation/Expansion	2017	2019	6,206,259	36.12%	2,241,701	-	1,100,000.00	1,100,000.00	-	GO Bond (44%); Impact Fees (18%); General Revenues (38%)	Complete	Parks/Public Works
	Design and Construction of new Park Spaces	2019	2023	998,901	9.06% to 100%	433,693	-	433,692.69	433,692.69	-	General Revenue (57%); Impact Fees (43%)	Complete	Parks
	Wills Park Equestrian Center Master Plan buildout	2022	2027	10,502,417	68.93%	7,239,316	-	463,677.65	463,677.65	-	GO Bond (48%); Impact Fees (4%); Hotel/Motel Taxes (<1%); Equestrian Foundation (48%)	Multiple Phases (Design; Construction)	Parks
	Wills Park Master Plan Improvements	2022	2027	6,751,892	9.06% to 100%	6,751,892	-	21,930.00	21,930.00	-	GO Bond (84%); Impact Fees (5%); Hotel/Motel Taxes (11%)	Multiple Phases (Design; Construction)	Parks
	Mid-Broadwell Park build-out	2022	2024	547,862	9.06% to 100%	547,862	-	-	-	-	GO Bond (91%); General Revenue (9%)	Complete	Parks
	Old Rucker Park build-out	2022	2027	3,000,000	9.06% to 100%	3,000,000	-	-	-	-	GO Bond (100%)	Procurement Phase	Parks
	Union Hill Park (redevelopment/trailhead)	2022	2027	3,250,001	9.06% to 100%	3,250,001	-	-	-	-	GO Bond (100%)	Design Phase	Parks
	Farmhouse Park build-out	2022	2027	2,000,000	9.06% to 100%	2,000,000	-	-	-	-	GO Bond (100%)	Survey Phase	Parks
	Waters Road Park build-out	2022	2024	1,256,501	9.06% to 100%	1,256,501	-	-	-	-	GO Bond (100%)	Complete	Parks
	Synthetic Turf Webb Bridge Park (soccer field)	2022	2025	1,646,641	36.12%	594,767	-	-	-	-	GO Bond (99%); Alpharetta Ambush contribution (1%)	Procurement Phase	Parks
	North Park Master Plan/Development	2026	2030	1,600,000	9.06% to 100%	1,600,000	-	-	-	-	TBD	TBD	Parks
	Webb Bridge Park Master Plan/Development	2026	2030	1,600,000	9.06% to 100%	1,600,000	-	-	-	-	TBD	TBD	Parks
	North Park Fields 1-4 Restroom (replacement/expansion)	2026	2028	900,000	91.91%	827,190	-	-	-	-	TBD	TBD	Parks
	Haynes Bridge Road Park Restroom (new)	2026	2028	400,000	91.91%	367,640	-	-	-	-	TBD	TBD	Parks
	Marconi Drive Park Restroom (new)	2026	2028	400,000	91.91%	367,640	-	-	-	-	TBD	TBD	Parks
				\$ 96,787,682			\$ 55,593,417	\$ -	\$ 5,447,605	\$ 5,447,605	\$ 5,518		
Total							\$ 10,800	\$ 8,736,450	\$ 8,747,250	\$ 38,125			

BACKUP

Annual Comprehensive Financial Report

For the Fiscal Year Ended
June 30, 2024

Financial Section

Pages 17-110

Introductory Section

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Statistical Section

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CITY OF ALPHARETTA, GEORGIA

COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES NONMAJOR GOVERNMENTAL FUNDS

FOR THE FISCAL YEAR ENDED JUNE 30, 2024

PAGE 1 OF 2

	Special Revenue Funds					
	Hotel/ Motel	Impact Fee	Confiscated Assets	Grant Operating	E911	Development Authority
Revenues:						
Property taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hotel/Motel taxes	9,114,797	-	-	-	-	-
Impact fees	-	1,698,494	-	-	-	-
Charges for services	-	-	-	-	3,583,128	-
Forfeiture income	-	-	137,283	-	-	-
Intergovernmental	-	-	-	30,177	1,019,472	-
Contributions	-	-	-	115,579	-	-
Investment earnings (losses)	66,781	203,933	-	5,651	44,180	5,712
Other revenues	-	-	2,507	-	-	117,146
Total revenues	9,181,578	1,902,427	139,790	151,407	4,646,780	122,858
Expenditures:						
Current:						
General government	-	-	-	-	-	194,843
Public safety	-	-	83,953	42,781	5,479,665	-
Culture and recreation	-	-	-	96,425	-	-
Community development	3,993,789	-	-	-	-	-
Public works	-	10,800	-	-	-	-
Capital outlay	-	-	-	-	-	-
Debt service:						
Principal	710,000	-	-	-	319,187	-
Interest	682,713	-	-	-	1,557	-
Total expenditures	5,386,502	10,800	83,953	139,206	5,800,409	194,843
Excess (deficiency) of revenues over expenditures	3,795,076	1,891,627	55,837	12,201	(1,153,629)	(71,985)
Other financing sources (uses):						
Transfers out	(3,418,049)	-	-	-	-	-
Transfers in	-	-	9,432	-	-	-
Total other financing sources (uses)	(3,418,049)	-	9,432	-	-	-
Net change in fund balances	377,027	1,891,627	65,269	12,201	(1,153,629)	(71,985)
Fund balances, beginning of fiscal year	962,046	3,712,044	313,684	93,138	2,765,099	356,962
Adjustment - change to reporting entity	-	-	-	-	-	-
Fund balances (deficits), beginning of fiscal year, as adjusted	\$ 1,339,073	\$ 5,603,671	\$ 378,953	\$ 105,339	\$ 1,611,470	\$ 284,977
Fund balances (deficits), end of fiscal year						



STAFF REPORT

Department: Finance
Submitted By: Adawn Law
Meeting Date: May 5, 2025

AGENDA ITEM:

Ordinance: City Code Text Amendments – Occupational Licenses, Taxes and Regulations

FIRST READING

Consideration of an ordinance proposing modifications to increase the annual license fee levied upon each insurer doing business within the City; to increase the occupation tax levied on certain businesses and practitioners of professions and occupations; to amend business registration requirements; to provide for enforcement; to provide penalties for violations; to repeal conflicting ordinances; and for other purposes.

STAFF RECOMMENDATION:

Adopt an ordinance amending Chapter 28 (Occupational Licenses, Taxes and Regulations) of the City Code for the purpose of modifying the annual license fee levied, enforcement, and other purposes.

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:

During the City Council Retreat held on January 17-18, staff presented information and recommendations for Funding the Future. The revenue structure of our surrounding cities, including millage rates, stormwater fees, as well as business and occupational tax, were compared. The City of Alpharetta was shown to have the lowest business and occupational tax rates. The City of Alpharetta's occupational tax has not been increased for over 20 years and has not kept up with the cost of providing services to this segment of our community. The current and proposed fees are as follows:

	Current	Proposed
Admin Fee	\$50	\$75
Employee Fee		
1-4	\$100	\$125
5-10	\$175	\$200
11-25	\$300	\$325
26-49	\$450	\$475
50+	\$150	\$175
	+\$7 per employee	+\$17 per employee
Home-Based Busine	\$40	\$65
Food Truck	\$150	\$175
Insurance	\$100	\$150
Pawn-Shop	\$150	\$175
Non-Profit	\$0	\$0
Max Fee	\$10,000	N/A

Revenues from this tax totaled \$1.3 million in fiscal year 2024. These adjustments are estimated to generate an additional \$850k annually.

Other modifications include: Definitional changes to the terms "location" and "employee" to ensure that this includes whether working on-site or remotely, or virtual; revisions to emphasize that the due date of taxes/fees is February 15 and must be paid in 90 days; as well as other administrative changes.

ALTERNATIVES:

ATTACHMENTS:

1. Ordinance Amending Occupation Tax



AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AMEND CHAPTER 28 (OCCUPATIONAL LICENSES, TAXES AND REGULATIONS), ARTICLE II OF CHAPTER 42 (INSURER LICENSE FEES), AND ARTICLE III OF CHAPTER 42 (OCCUPATION TAX) OF THE CODE OF THE CITY OF ALPHARETTA, GEORGIA; TO PROVIDE FOR EFFECTIVE DATES; TO REPEAL ALL ORDINANCES IN CONFLICT HERewith; AND FOR OTHER PURPOSES.

WHEREAS, O.C.G.A. § 36-35-3(a) provides that the governing authority of each municipal corporation shall have power to adopt clearly reasonable ordinances, resolutions and regulations relating to its property, affairs, and local government for which no provision has been made by general law and which are not inconsistent with the Constitution or any charter provision applicable thereto; and

WHEREAS, the Mayor and City Council desire to amend Chapter 28 of the Code of the City of Alpharetta, Georgia, to relocate occupational licenses, taxes, and regulations for financial institutions to Chapter 42 of the Code of Ordinances; and

WHEREAS, the Mayor and City Council desire to amend Article II of Chapter 42 (Insurer License Fees) to increase the annual license fee levied upon each insurer doing business within the City; and

WHEREAS, the Mayor and City Council desire to amend Article III of Chapter 42 (Occupation Tax) to increase the occupation tax levied on certain businesses and practitioners of professions and occupations and to amend business registration requirements; and

WHEREAS, the Mayor and City Council find that the following amendment to the Code of Ordinances promotes the health, safety, morals, convenience, order, prosperity, and general welfare of the present and future inhabitants of the City;

NOW THEREFORE, the Mayor and City Council of the City of Alpharetta hereby ordains, as follows:

Section 1. Chapter 28 of the Code of Ordinances of the City of Alpharetta is hereby repealed in its entirety and replaced as follows:

"Chapter 28 – RESERVED."

Section 2. Chapter 42, Article II, Sec. 42-29 of the Code of the City of Alpharetta is hereby amended by deleting all references to a license fee in the amount of \$100.00 and replacing with a license fee in the amount of \$150.00.

Section 3. Chapter 42, Article III of the Code of the City of Alpharetta is hereby amended as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

Section 4. Severability

It is hereby declared to be the intention of the Mayor and City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section hereof 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 Mayor and Council that this Ordinance would have been adopted in its current form without the invalid or unconstitutional provision contained therein.

Section 5. Effective Date

This Ordinance shall be effective immediately upon adoption.

Section 6. Repealer

All ordinances or parts of ordinances found to be in conflict herewith are hereby repealed.

SO ORDAINED, this ____ day of _____ 2025.

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

First Reading: _____

Second Reading: _____

Public Hearing Date (Required under Sec. 42-84): _____

EXHIBIT "A"

ARTICLE III. – OCCUPATION TAX

Sec. 42-55. - Purpose and intent of article.

The purpose and intent of this article is to provide for the levy, assessment and collection of an annual occupation tax on certain businesses and practitioners of professions and occupations located or exerting substantial efforts in the city. This article is implemented pursuant to, and in accordance with, the state-enabling statute codified in O.C.G.A. § 48-13-5 et seq.

Sec. 42-56. - 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:

Administrative fee means a component of an occupational tax which approximates the reasonable cost of handling and processing the occupation tax.

Business means any person, corporation, partnership or other legal entity which exerts substantial efforts within the city, engages in, causes to be engaged in, and/or represents or holds out to the public to be engaged in the occupation or activity with the object of gain or benefit, either directly or indirectly.

Business registration certificate means the document issued by the city to a business or to a practitioner of a profession or occupation which gives evidence of compliance with the requirements of this article. The certificate shows the name and address of the business, the business type, and other pertinent information, but not the amount of tax paid.

Dominant business activity means the activity which is the major source of income of a business that conducts multiple activities. Such dominant business activity represents the largest percentage of business revenues but may not represent a majority of revenues.

Dominant line means the type of business within a multiple-line business from which the greatest amount of income is derived.

| *Employee* means an individual – whether working on-site, remotely, or virtually – whose work is performed under the direction and supervision of the employer, and whose employer withholds FICA, federal income tax or state income tax from such individual's compensation, or whose employer issues to such individual, for purposes of documenting compensation, a form IRS W-2, but not a form IRS 1099.

Location or office.

(1) The term "location" or "office" means any structure or vehicle where a business, profession or occupation is conducted.

(2) The term "location" or "office" does, but shall not include:

- a. ~~A~~ temporary or construction work site which serves a single customer or project, or a vehicle used for sales or delivery by a business or practitioner of a profession or occupation which has a location or office.
- b. The renter's or lessee's location which is the site of personal property which is rented or leased from another does not constitute a location or office for the personal property's owner, lessor, or the agent of the owner or lessor.
- c. The site of real property which is rented or leased to another does not constitute a location or office for the real property's owner, lessor, or the agent of the owner or lessor unless the real property's owner, lessor, or the agent of the owner or lessor, in addition to showing the property to prospective lessees or tenants and performing maintenance or repair of the property, otherwise conducts the business of renting or leasing the real property at such site or otherwise conducts any other business, profession, or occupation at such site.

Occupation tax means a tax levied on persons, partnerships, corporations or other entities for engaging in an occupation, profession or business for revenue raising purposes.

Practitioner of profession or occupation shall not include a practitioner who is an employee of a business, if the business pays an occupational tax.

Regulatory fees means payments, whether designated as license fees, permit fees or by another name, which are required by a local government as an exercise of its police power and as a part of or as an aid to regulation of an occupation, profession or business. The amount of a regulatory fee shall approximate the reasonable cost of the actual regulatory activity performed by the city. A regulatory fee may not include an administrative fee or registration fee. Development impact fees, as defined by O.C.G.A. § 36-71-2(8), or other costs or conditions of zoning or land development are not regulatory fees.

Taxpayer means any business or practitioner of a profession or occupation responsible for the payment of an occupation tax pursuant to the provisions of this article.

Sec. 42-57. - Administrative and regulatory fee structure; occupation tax structure.

- (a) An annual non-prorated, non-refundable administrative fee of \$50.00 is imposed on each business and practitioner of a profession or occupation required to pay an occupation tax under this article, except home occupations. The administrative fee shall be due on the same date as the occupation tax.
- (b) A regulatory fee may be imposed as provided under O.C.G.A. § 48-13-9 on those applicable businesses. A regulatory fee may not include an administrative fee.

Sec. 42-58. - Occupation tax levied; restrictions.

- (a) An occupation tax is levied upon those businesses and practitioners of professions and occupations with one or more locations or offices within the corporate limits of the city and upon the applicable out-of-state businesses with no location or office in the state, pursuant to O.C.G.A. § 48-13-7, based upon the following criteria:

1. The taxpayer shall pay the occupation tax based upon the number of employees of the business or practitioner.

2. The tax shall be calculated at the following rate

- a. Home occupation (limited to one employee): ~~\$90.00~~ \$115.00.

- b. All other businesses (not otherwise addressed herein or by law):

Employees:

Businesses and practitioners must include all employees, including virtual and remote workers.

<u>Employees</u>	<u>Tax Liability</u>
<u>One to four</u>	<u>\$125.00</u>
<u>Five to ten</u>	<u>\$200.00</u>
<u>Eleven to Twenty-five</u>	<u>\$325.00</u>
<u>Twenty-six to Forty-nine</u>	<u>\$475.00</u>
<u>Fifty and above</u>	<u>\$175.00 plus \$17.00 per employee</u>

- ~~1. One to four: \$100.00.~~
- ~~2. Five to ten: \$175.00.~~
- ~~3. 11 to 25: \$300.00.~~
- ~~4. 26 to 49: \$450.00.~~
- ~~5. 50 and above, plus \$7.00 per employee: \$150.00.~~

3. An administrative fee of ~~\$75~~ 50.00 shall be assessed in addition to the occupational tax for all businesses except home occupations.

4. The number of employees shall be computed on a full-time position basis and a full-time position equivalent basis. For the purposes of the calculation, an employee who works 40 hours or more weekly shall be considered a full-time employee, and the average weekly hours of employees who work less than 40 hours weekly shall be added and such sum shall be divided by 40 to produce full-time position equivalents. ~~In no event shall the tax exceed \$10,000.00.~~

(b) Restrictions.

1. The city shall not require the payment of more than one occupational tax for each location that a business or practitioner shall have.
2. The city shall require an occupation tax from those real estate brokers, agents or companies whose offices are located outside the city and who sell property inside the limits of the city.
3. An occupation tax shall not be levied in any other manner except as described in this section.
4. For out-of-state businesses with no location in the state, occupation taxes shall be calculated at the annual rate of ~~\$250.00.~~ \$50.

- (c) Notwithstanding any other provision of this section, the imposition of an occupation tax and registration requirements of this section shall not constitute a condition to the practice of law by attorneys. Further, any provision of this section which imposes the criminal sanction of imprisonment for failure to register or pay an occupation tax shall not apply to attorneys. The audit provisions of this section shall not be deemed to require an attorney to provide confidential billing records to the city.

Sec. 42-59. - Applicability of occupation tax to businesses with no location in the state.

The occupation tax levied pursuant to section 42-58 is imposed on those businesses and practitioners of professions with no location or office in the state if the business's largest dollar volume of business in the state is in the city, and the business or practitioner:

1. Has one or more employees or agents who exert substantial efforts within the jurisdiction of the city for the purpose of soliciting business or serving customers or clients; or
2. Owns personal or real property which generates income and which is located within the jurisdiction of the city.

Sec. 42-60. - Each line of business to be identified on business registration.

The business registration certificate of each business in the city shall identify the dominant line of business that the business conducts.

Sec. 42-61. - The number of businesses considered operating in city.

Where a person conducts business at more than one location, each location shall be considered a separate business for the purpose of occupation tax and each separate business must file an annual registration and return in accordance with Sec. 42-65.

Sec. 42-62. - Professionals as classified in O.C.G.A. § 48-13-9(c)(1) through (18).

Practitioners of professions as described in O.C.G.A. § 48-13-9(c)(1) through (18) shall elect as their entire occupation tax:

1. The occupation tax based on number of employees as set forth in section 42-58; or
2. A fee of \$400.00 per practitioner who is licensed to provide the service, such tax to be paid at the practitioner's office or location. The per-practitioner fee shall include all persons in the business who qualify as a practitioner under the state's regulatory guidelines and framework.
3. This election is to be made on an annual basis.

Sec. 42-63. - Practitioners exclusively practicing for the government.

Any practitioner whose office is maintained by and who is employed in practice exclusively by the United States, the state, a municipality or county of the state, or instrumentalities of the United States, the state or a municipality or county of the state, shall not be required to obtain a license or pay an occupation tax for that practice.

Sec. 42-64. - Scope of tax.

The occupation tax levied pursuant to this article is for revenue purposes only and is not for regulatory purposes; nor is the payment of the tax made a condition precedent to the practice of any such profession or trade. The occupation tax applies to those businesses and occupations which are covered by the provisions of O.C.G.A. §§ 48-13-5 through 48-13-26. All other applicable businesses and occupations are taxed by the city pursuant to the pertinent general and/or local law and ordinances.

Sec. 42-65. - When tax due and payable; effect of transacting business when tax delinquent.

- (a) Each business or practitioner of a profession or occupation required to pay an administrative fee and occupation tax or a regulatory fee pursuant to this article

shall file an annual registration and return (the "registration") with the city finance department on a form provided by the city. The registration, accompanied by the occupation tax and/or fee, is due on February 15 of each calendar year ~~and shall, if not paid within ninety (90) days, be subject to penalties for delinquency as provided in this article. and is delinquent on April 1. The registration and tax for a business commencing after January 1 of any year is due on the commencement date and is delinquent 90 days after the commencement date.~~

- (b) ~~No initial registration or renewal registration shall be granted if a business or practitioner of a profession or occupation is delinquent to the city for unpaid taxes, sanitation bills, or other applicable fees imposed by the city.~~
- (c) ~~No renewal registration shall be granted on registrations filed after June 1, but such registrations shall be treated as an initial registration and the business or practitioner of a profession or occupation shall be required to comply with all rules and regulations for the granting of a business registration certificate as if no previous business registration certificate had been issued. Failure of a business or practitioner of a profession or occupation to comply with any section of this Code shall subject the business or practitioner of a profession or occupation to non-renewal of the business registration certificate.~~
- (d) A penalty of ten percent of the amount of ~~the occupation~~ tax and/or fee shall be ~~imposed upon payments made ninety (90) days or later from February 15 in the case of businesses in operation on January 1 of such year and upon any payment for a new profession, trade, or calling begun in the city if such occupation tax payment is not made immediately upon beginning business. assessed on April 1 for businesses required to register on February 15, and on the 19th day after commencement of business for businesses commencing business after January 1.~~ Interest of 1 ½ percent shall be assessed for each month or fraction thereof that the tax and/or fee remains delinquent after the imposition of the ten percent penalty.
- (e) A business registration certificate shall be issued by the city finance department for each registration under this article. The business registration certificate shall be prominently displayed in each office of the business in the city. If any person, firm or corporation whose duty it is to obtain a business registration certificate shall, after the registration and occupation tax becomes delinquent, transact or offer to transact business in the city, such offender shall, in addition to remedies provided herein, upon conviction, be punished as provided in section 1-8.

Sec. 42-66. - Allocation of employees of business with multiple intrastate or interstate locations.

For those businesses having multiple locations inside and outside the city, only the employees who work in the city locations will be counted for occupation tax purposes.

Sec. 42-67. - Exemption for state and local authorities and nonprofit organizations.

State and local authorities and nonprofit organizations are exempt from any occupation tax, regulatory fee or administrative fee levied pursuant to this article.

Sec. 42-68. - Evidence of state registration required if applicable; state registration to be displayed.

Each person required to be licensed under title 43 of the state license examining boards shall provide evidence of proper and current state licensure before the city registration may be issued.

Sec. 42-69. - Evidence of qualification required if applicable.

- (a) Any business required to obtain health permits, bonds, certificates of qualification, certificates of competency, certificates of occupancy or any other regulatory matter shall first, before the issuance of a city business registration, show evidence of such qualification.
- (b) Any business required to submit an annual application for continuance of that business shall do so before the registration is issued.

Sec. 42-70. - Liability of officers and agents; registration required; failure to obtain.

All persons subject to the occupation taxes provided in this article shall be required to obtain the necessary registration for such business as provided in this article, and in default thereof, the officer or agent soliciting for or representing such persons shall be subject to the same penalty as other persons who fail to obtain a certificate. Every person commencing business in the city after January 1 of each year shall likewise obtain the registration before commencing the same; and any person transacting or offering to transact in the city any of the kinds of business, trade, profession or occupation without first having so obtained such registration shall be subject to penalties provided herein, and upon conviction, shall be punished as provided in section 1-8.

Sec. 42-71. - City building official; business inspector.

The city code enforcement manager and his duly designated officers and inspectors or his successors shall be classified as deputy officer business inspector with full subpoena and arresting powers in conjunction with any violation pertaining to the business tax ordinance for 1995 and succeeding years thereafter.

Sec. 42-72. - Businesses not covered by this article.

The following businesses are not covered by the provisions of this article, but may be assessed an occupation tax or other type of tax pursuant to the provisions of other general laws of the state or by act of local law:

1. Those businesses regulated by the state public service commission.
2. Those electrical service businesses organized under O.C.G.A. title 46, ch. 3.
3. Any farm operation for the production from or on the land of agricultural products, but not including agribusiness.
4. Cooperative marketing associations governed by O.C.G.A. § 2-10-80 et seq.
5. Insurance companies governed by O.C.G.A. § 33-8-8.
6. Those businesses governed by O.C.G.A. § 48-5-355.
7. Agricultural products and livestock raised in the state governed by O.C.G.A. § 48-5-356.
8. Depository financial institutions governed by O.C.G.A. § 48-6-93, provided that the City, pursuant to the authority granted in O.C.G.A. § 48-6-93, hereby levies a tax on depository financial institutions located within the incorporated limits of the City as set forth in Section 42-89 below.
9. Facilities operated by a charitable trust governed by O.C.G.A. § 48-13-55.

Sec. 42-73. - Occupation tax inapplicable where prohibited by law or provided for pursuant to other existing law.

This occupation tax is not levied upon any business or any part of a business where such levy is prohibited or exempted by the laws of the state or of the United States.

Sec. 42-74. - More than one place or line of business.

Where a business is operated at more than one place or where the business includes more than one line, the number of employees at each location will be entered on a separate occupation tax return and the tax will be calculated at the rate of the dominant line of business conducted by the business, identified on a form to be furnished by the city.

Sec. 42-75. - Returns confidential.

Except in the case of judicial proceedings or other proceedings necessary to collect the occupation tax hereby levied, the contents of occupation tax returns shall be confidential

and open only to the officials, employees, agents or clerks of the city using said returns for the purpose of this occupation tax levy and the collection of the tax. Independent auditors or bookkeepers employed by the city shall be classed as employees. Nothing herein shall be construed to prohibit the publication by the city of statistics, so classified as to reasonably prevent the identification of particular reports or returns and items thereof, or the inspection of the records by duly qualified employees of the tax departments of the state or of the United States, and other local governments. Information provided by a business or practitioner may also be disclosed to the governing authority of another local government for occupational tax purposes.

Sec. 42-76. - Inspection of books and records.

In any case, the finance department of the city, through its officers, agents, employees or representatives, may inspect the books of the business for which the returns are made. The director of the finance department or the director's designee shall have the right to inspect the books or records for the business of which the return was made in the city, and upon demand of the director of the finance department or the director's designee, such books or records shall be submitted for inspection by a representative of the city within 30 days. Failure of submission of such books or records within 30 days shall be grounds for revocation of the tax certificate currently existing to do business in the city. Adequate records shall be kept in the city for examination by the director of the finance department or the director's designee at the director's discretion. If, after examination of the books or records, it is determined that a deficiency occurs as a result of underreporting, a penalty of ten percent of the deficiency and an additional one percent of the deficiency for each month or fraction thereof that the deficiency was due and unpaid shall be assessed.

Sec. 42-77. – Termination of records.

It shall be the duty of each business and practitioner subject to fees and occupation taxes under this article when it shall cease to do business or practice to return its current occupation tax certificate, together with a statement as to the date of termination of doing business or practice to the city finance department.

Sec. 42-78~~7~~. - Business registration certificate to be revoked for failure to pay tax, file returns, or permit inspection of books.

Except for a person whose qualifications to practice his profession are determined by the general laws of the state, upon the failure of any business to pay such occupation tax or any part thereof before it becomes delinquent or upon failure to permit inspection of its books as above provided, any business registration certificate granted by the city under this article permitting the owner of such business to do business in the city for the current year shall be, ipso facto, revoked. No new business registration certificate shall be granted by the city for the operation of a business for which any part of the occupation tax herein provided for is at that time unpaid, or to a person who has failed to submit adequate records as requested by the finance department in accordance with provisions found in section 42-76.

Sec. 42-7~~98~~. - Effect of failure to comply with article provisions; continuing in business after business registration certificate revocation.

Any person, their manager, agent or employee, who does business in the city after the certificate for such business has been revoked as above; any person, their manager, agent or employee, hereby required to make returns showing the number of employees, and who fails to make such returns within the time and in the manner herein provided, or refuses to amend such returns so as to set forth the correct information, or who shall make false returns; and any person, their manager, agent or employee who refuses to permit an inspection of books in his charge when the officer, agent, employee or representative of the city requests such inspection, during business hours, for the purpose of determining the accuracy of the returns herein provided for, shall be subject to penalties provided in section 1-8.

Sec. 42-80~~79~~. - Execution for delinquent occupation tax.

In addition to the other remedies herein provided for the collection of the occupation tax herein levied, the director of the finance department of the city, upon any tax or installment of such tax becoming delinquent and remaining unpaid, shall issue execution for the correct amount of such tax against the person liable for such tax, which execution shall bear interest at the rate of 1 1/2 percent ~~one percent~~ per month from the date when such tax or installment becomes delinquent, and the lien shall cover the property of the person liable for such tax, all as provided by the ordinances and Charter of the city and the laws of the state. The lien of such occupation tax shall become fixed on and date from the time when such tax or any installment thereof becomes delinquent. The execution shall be levied by the director of the finance department of the city upon the property of the person liable for such tax, and sufficient property shall be advertised and sold to pay the amount of such execution, with interest and costs. All other proceedings in relation thereto shall be had as is provided by the ordinances and the Charter of the city and the laws of the state, and the defendant in such execution shall have rights of defense, by affidavit of illegality and otherwise, which are provided by the Charter of the city and the laws of the state in regard to tax executions. When a nulla bona entry has been entered by proper authority upon an execution issued by the city against any person defaulting on the occupation tax, the person against whom the entry was made shall not be allowed or entitled to have or collect any fees or charges whatsoever for services rendered after the entry of the nulla bona. If, at any time after the entry of nulla bona has been made, the person against whom the execution issues pays the tax in full together with all interest, penalties and costs accrued on the tax, the person may collect any fees and charges due the person as though the person had never defaulted in the payment of the taxes.

Sec. 42-8~~10~~. - Amendment or repeal of provision.

This article shall be subject to amendment or repeal, in whole or in part, at any time, and no such amendment or repeal shall be construed to deny the right of the council to

assess and collect any of the taxes or other charges prescribed. Such amendment may increase or lower the amounts and tax rates of any occupation and may change the classification thereof. The payment of any occupation tax provided for shall not be construed as prohibiting the levy or collection by the city of additional occupation taxes upon the same person, property or business.

Sec. 42-8~~21~~. - Applications of provisions to prior ordinance.

This article does not repeal or affect the force of any part of any ordinance heretofore passed where taxes levied under such prior ordinance have not been paid in full. So much and such parts of ordinances heretofore and hereinafter passed as provided for the issuing and enforcing of execution for any tax or assessment required by such ordinances, or that imposed fines or penalties for the nonpayment of such tax or for failure to pay regulatory fees provided for in such ordinances, or failure to comply with any other provisions hereof, shall continue and remain in force until such tax, regulatory fee or assessment shall be fully paid.

Sec. 42-8~~32~~. - Enforcement of provisions.

It is hereby made the duty of the building official, the finance department and the police department to see that the provisions of this article relating to occupation taxes are observed, and to summon all violators of the same to appear before the municipal court. It is hereby made the further duty of the building official, director of the finance department, the chief of police and their designees and assistants to inspect all certificates issued by the city, as often as in their judgment it may seem necessary to determine whether the certificate held is the proper one for the business sought to be transacted thereunder.

Sec. 42-8~~43~~. - Provisions to remain in full force and effect until changed by council.

This article shall remain in full force and effect until changed by amendment adopted by the council. All provisions hereto relating to any form of tax herein levied shall remain in full force and effect until such taxes have been paid in full.

Sec. 42-8~~54~~. - Requirement of public hearing before tax increase.

The council shall conduct at least one public hearing before adopting any ordinance or resolution which will increase the rate of occupation tax as set forth in this article.

Sec. 42-8~~65~~. - Option to establish exemption or reduction in occupation tax.

The council may, by this article or subsequent ordinance or resolution, provide for an exemption or reduction in occupation tax to one or more types of businesses or practitioners of occupations or professions or to a designated district as part of a plan for economic development or attracting or encouraging selected types of businesses or practitioners of selected occupations or professions. Any such plan may be designed to

attract development to a particular area in the city or to the city at large. Such exemptions or reductions in occupation tax shall not be arbitrary or capricious.

Sec. 42-876. - Conflicts between specific and general provisions.

Where there is an apparent conflict in this article between specific and general provisions, it is the intention hereof that the specific shall control.

Sec. 42-887. - Information provided to state department of revenue.

- (a) Any person who performs any business, occupation or profession subject to an occupation tax or regulatory fee under O.C.G.A. § 48-13-1 et seq. is required to provide the city the following information when paying such occupation tax or regulatory fee:
 - 1. The legal name of the business;
 - 2. Any associated trade names for the business;
 - 3. The mailing address for the business;
 - 4. The actual physical address of each location of the business, if it is different than the mailing address;
 - 5. The North American Industry Classification System (NAICS) code applicable to such business; and
 - 6. The sales and use tax identification number assigned to the business by the state department of revenue, if the business is required by law to have such a number.
- (b) The city will provide written notice to all persons subject to the city's occupation taxes or regulatory fees that:
 - 1. This information will be provided to the state department of revenue; and
 - 2. If the person refuses or fails to provide the required information, the city will notify the state department of revenue of this fact.
- (c) Within 30 days after receiving the payment of occupation taxes or regulatory fees pursuant to O.C.G.A. § 48-13-20, or at such other later date as otherwise reasonable, the city will electronically submit the information received from each business to the state department of revenue.

Sec. 42-89. – Financial Institutions

The following type of business shall be subject to the following:

- (1) *Gross receipts tax imposed on banks.* There is hereby levied for each year an annual business license tax upon each banking institution doing business within the city, based solely upon gross receipts, in an amount equal to twenty-five-hundredths percent of the gross receipts of such bank during the calendar year, in accordance with O.C.G.A. § 48-6-93(a). Gross receipts as used in this subsection shall mean the total amount of revenue generated from sources, as set forth in O.C.G.A. § 48-6-95.
- (2) *Gross receipts tax imposed on savings and loan associations.* There is hereby levied for each year an annual business license tax upon each savings and loan association doing business within the city, based solely upon gross receipts, in an amount equal to twenty-five-hundredths percent of the gross receipts of such savings and loan association during the calendar year, in accordance with O.C.G.A. § 48-6-93(a). Gross receipts as used in this subsection shall mean the total amount of revenue generated from sources as set forth in O.C.G.A. § 48-6-95.
- (3) *Filing of gross receipts return by depositing financial institutions; due date.* Every depository financial institution doing business in this city and subject to this tax as authorized by O.C.G.A. § 48-6-93 shall file a return of its gross receipts with the city tax office on or before March 1 of the year following the year in which such gross receipts are measured. Such return shall be in the manner and form as provided by O.C.G.A. § 48-6-93(d). In the event fees go unpaid after the due date, a ten percent penalty will be charged based upon the past due amount, and interest at the rate of one percent per month shall accrue until the fees are paid in full.
- (4) *Assessment and collection.* The city tax department shall assess and collect the tax provided for by this section based upon the information provided in the returns as filed by each depository financial institution annually.

Secs. 42-90—42-119. - Reserved.



STAFF REPORT

Department: Public Safety
Submitted By: Stephanie Cochran
Meeting Date: May 5, 2025

AGENDA ITEM:

Contract Approval: Mobile Response Unit (MRU)

Consideration of approval of the Medical Response Unit (MRU) Vehicle Use Agreement between the City of Alpharetta, the city of Milton, and E.M.S. Ventures, Inc., doing business as American Medical Response (AMR) and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the Medical Response Unit (MRU) Vehicle Use Agreement between the City of Alpharetta, the city of Milton, and E.M.S. Ventures, Inc., doing business as American Medical Response (AMR) and with authorization for the Mayor to execute all necessary documents.

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: THERE IS NO COST FOR THE MOBILE RESPONSE UNIT (MRU) OTHER THAN FUEL AND MAINTENANCE.

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:

On June 27, 2024, the City of Alpharetta entered into a Service Level Agreement (SLA) with American Medical Response (AMR) to enhance emergency medical services in the North Fulton area. This agreement included provisions for implementing a Medical Response Unit (MRU) to supplement EMS coverage, as outlined in Exhibit B of the SLA.

Under this agreement, Alpharetta is responsible for housing, insuring, and maintaining the vehicle. The MRU would only be staffed during rare instances of EMS system strain. When deployed, Alpharetta fire personnel would staff the unit, respond to the call, and provide transport to a medical facility if necessary. This arrangement ensures that Alpharetta's first responders can continue to deliver critical care when traditional EMS resources are delayed or unavailable.

The agreement authorizes the use of an AMR-provided vehicle as a mobile response unit within Alpharetta and will fully comply with all state requirements regarding its staffing, equipment, and deployment.

ALTERNATIVES:

Council could choose not to authorize the MRU contract with AMR.

ATTACHMENTS:

1. FINAL Alph_-_Vehicle_Use_Agreement_-_EMS_Ventures- Signed

Vehicle Use Agreement

THIS VEHICLE USE AGREEMENT is made between the City of Alpharetta and the City of Milton, both being municipal corporations of the State of Georgia (collectively, the “Cities”) and E.M.S. Ventures, Inc. doing business as American Medical Response (“AMR”). This Agreement is effective **November 21, 2024** (“Effective Date”).

WHEREAS, AMR and the Cities entered into the Service Level Agreement dated June 27, 2024 (the “SLA”);

WHEREAS, as part of the SLA, the Cities maintained the option to implement a medical response unit (“MRU”) per the terms Exhibit B within the SLA;

WHEREAS, the Cities have decided to implement the MRU and desire AMR to provide MRUs as outlined in the SLA.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Vehicles.** AMR hereby permits Cities authorization to use the vehicle to AMR (“Vehicle”) identified in Exhibit A. Cities will utilize the Vehicle in the Cities’ jurisdiction and shall be responsible for any fees, registrations, or taxes associated with its use of the Vehicle. AMR warrants and represents that (i) the Vehicle is in good working order and suitable for Cities’ needs; (ii) Vehicle meets or exceeds the requirements set forth in all applicable laws, rules, codes, and regulations for Vehicle. Each City utilizing an MRU will obtain and maintain, at all times while such MRU is in the City’s possession and control, comprehensive automotive insurance subject to the limitations of O.C.G.A. § 36-92-2(a), and specifically related to, and only applicable during, the City’s possession, control and operation of such MRU. Each City utilizing an MRU shall ensure such insurance policies are primary over AMR and shall add AMR as an additional insured to its automotive liability policies. All policies shall include a waiver of subrogation in AMR’s benefit. Each City utilizing an MRU will provide AMR with certificates of insurance documenting such coverage. Each City utilizing an MRU shall procure sufficient insurance to cover the replacement value of the MRU in the event of total destruction or loss of such MRU and to cover damage and repairs to the MRU. Notwithstanding any limits on each City’s insurance, each City shall be responsible for the fair market value of the Vehicle in the event of total destruction of the Vehicle and each City shall be responsible for all damage and repairs to

the Vehicle while such MRU is in the City’s possession and control. Each City utilizing an MRU shall notify AMR within twenty-four (24) hours of any accident, destruction or damage to the MRU.

2. **Compensation.** Compensation for the Vehicle has already been established via the SLA (“Vehicle Rent”).

3. **Maintenance.** The Cities shall be responsible for all maintenance of the Vehicle while in the City’s care, custody, possession or control, including but not limited to:

- a. **Scheduled Maintenance/ Preventative Maintenance (pursuant to AMR recommendations).**
- b. **Unscheduled Maintenance/ Incidental.**
- c. **Road Call or Breakdown.**

4. **Liability.** AMR maintains no responsibility for loss, damage, or theft of Vehicle while in the City’s care, custody, possession or control. Cities shall be responsible for all damages and repairs caused to the Vehicle while under Cities use of vehicles. Cities agree to defend, hold harmless and to indemnify AMR and its affiliates, shareholders, directors, trustees, officers, employees, contractors and agents against all claims from any liability or any damage, loss, or expense, including cost of defense, due to accidents, mishaps or injuries, either to person or property, of any kind whatsoever, arising from any cause related to the operation of any vehicle while in the City’s care, custody, possession or control under the terms of this Agreement, to the extent permitted by Georgia law.

5. **Term.** The initial term of this Agreement shall be one year, commencing on the Effective Date and this Agreement shall automatically renew for subsequent one-year periods thereafter, subject to the termination rights herein. The initial term and all renewal periods shall be cumulatively referred to as the “Term”. Pursuant to O.C.G.A. § 36-60-13, the Agreement shall terminate absolutely and without further obligation on the part of the City on June 30th of each fiscal year of the Term, and further, the Agreement shall automatically renew on July 1st of each subsequent fiscal year absent the City’s provision of written notice of non-renewal to AMR at least thirty

Vehicle Use Agreement

(30) days prior to the end of the then term. As applicable, title to any supplies, materials, equipment, or other personal property shall remain in AMR until fully paid for by the City

6. Termination. Either party may terminate this Agreement at any time without cause and at its sole discretion upon 30 days' notice to the other party. This Agreement shall automatically terminate in the event the SLA between the parties is terminated.

7. Notice. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt.

If to AMR:

Regional Director
American Medical Response
250 Hembree Park
Drive #112 |
Roswell, GA 30076

With Mandatory Copy to:

Law Department
c/o American Medical Response, Inc.
4400 State Hwy 121, Ste. 700
Lewisville, TX 75056

If to Milton:

City of Milton
Attn: Chief Gabe Benmoussa
13690 Highway 9 N
Milton, GA 30004

If to Alpharetta:

Alpharetta Department of Public Safety
Attn: Chief
2565 Old Milton Parkway
Alpharetta, GA 30009

With Copy to:

Jarrard & Davis, LLP
222 Webb Street
Cumming, GA 30040

8. Compliance. The parties will comply in all material respects with all applicable federal and state laws and regulations including, the federal Anti-kickback statute.

9. Miscellaneous. This Agreement (including the Schedules hereto): (a) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party, such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state where the Services are performed, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) may be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; and (g) shall not be effective until executed by both parties. In the event of a conflict between this Agreement and any Schedule hereto, the terms of this Agreement shall govern.

10. Ineligible Entity. Cities represent and warrants to AMR that it, its officers, directors, and/or employees involved in the performance of, or negotiation of the Agreement are not currently excluded, debarred, or otherwise ineligible to participate in the Federal or State Health Care Programs as defined in 42 U.S.C. § 1320a - 7b(f) ("the Federal health care programs") or the Federal Procurement or Non-Procurement Programs. Cities shall immediately notify AMR of any change in the status of the representations and warranties as set forth in this section. Any breach of this section shall give AMR the right to terminate the Agreement immediately for cause and without penalty of any kind, and Cities shall indemnify, defend, and hold harmless AMR against any fines, penalties, damages, costs or expenses AMR incurs arising out of or related to a breach of this Section.

11. Sovereign Immunity. Nothing contained in this Agreement shall be construed to be a waiver of City's sovereign immunity or any individual's qualified, good faith or official immunities.

Vehicle Use Agreement

IN WITNESS WHEREOF, the parties have hereto executed this Agreement.

E.M.S. VENTURES, INC. D/B/A/ AMERICAN MEDICAL RESPONSE, INC.

Signed by:
By: Steven Dralle
Steven Dralle, Region President
Date: 4/28/2025

CITY OF ALPHARETTA, GEORGIA

Attest:

By: _____
Jim Gilvin, Mayor
Date: _____

Signature: _____
Print Name: Lauren Shapiro
Title: City Clerk

[CITY SEAL]

Approved as to substance:

Approved as to form:

By: _____
Chris Lagerbloom, City Administrator

Jennifer K. McCall 4/30/2025
ID Xjz6ohk5yEVYNuiYLp1QYJEQ
City Attorney Date

(signatures continue on following page)

Vehicle Use Agreement

CITY OF MILTON, GEORGIA

By: _____
Peyton Jamison, Mayor
Date: _____

[CITY SEAL]

Attest:

Signature: _____
Print Name: Tammy Lowit
Title: City Clerk

Approved as to form:

Jennifer K. McCall

ID Xjz6ohk5yEVYNuYLP1QYJEq

City Attorney

4/30/2025

Date

Vehicle Use Agreement

EXHIBIT “A”
VEHICLE

Year	Make	Model	VIN
Alpharetta 2018	Chevrolet	Ambulance	1FDWE3FS7JDC37399
Milton 2018	Chevrolet	Ambulance	1FDWE3FSXJDC28308

eSignature Details

Signer ID:	Xjz6ohk5yEVYNuiYLp1QYJEQ
Signed by:	Jennifer K. McCall
Sent to email:	jmccall@jarrard-davis.com
IP Address:	99.96.200.2
Signed at:	Apr 30 2025, 4:05 pm EDT



STAFF REPORT

Department: Public Works
Submitted By: Geoffrey Sarra
Meeting Date: May 5, 2025

AGENDA ITEM:

Invitation to Bid 25-010: Mayfield – Bethany Roundabout Drainage Improvements for City of Alpharetta
Consideration to award a contract for Invitation To Bid (ITB) 25-010 to Summit Construction & Development LLC for Mayfield - Bethany Roundabout Drainage Improvements in an amount totaling \$748,221.72 and authorize the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the award of a contract for ITB 25-010 for Mayfield - Bethany Roundabout Drainage Improvements to Summit Construction & Development LLC in an amount totaling \$748,221.72 and authorize the Mayor to execute all necessary documents.

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: \$748,221.72

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Pipe/Storm Structure Replacement (30241100-541430-C1308)	\$748,221.72

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 25-010 for Mayfield - Bethany Roundabout Drainage Improvements.

Procurement method selected is an Invitation to Bid (ITB).

Recommended vendor is Summit Construction & Development LLC.

BACKGROUND

After completion of the roundabout at the intersection of Mayfield Road and Bethany Road, Public Works (PW) received complaints of increased stormwater runoff from a downstream property owner. PW Staff investigated the issue and determined that mitigation of the stormwater runoff was warranted. Multiple options were explored, and it was determined that placing an underground detention system beneath the central island of the roundabout was the most cost-effective solution. Such a system would not require the acquisition of additional property nor require relocation any of the numerous underground utilities in the area. PW Staff then requested proposals from design firms to prepare formal design documents and engaged the services of Keck & Wood, Inc. The proposed detention system will utilize a stackable module system wrapped in geotextile fabric and stone. It is anticipated to reduce stormwater runoff rates by 19% to 34% (depending on storm intensity) to rates below those existing prior to the roundabout construction. Installation of the detention system will necessitate the demolition and reconstruction of the existing central island and truck apron.

PROCUREMENT METHOD

Invitation to Bid (ITB): This method, which requires clear and well-defined specifications, allows the City to request bids from firms for the provision of goods, services, or construction projects with low cost being the primary focus of award. The ITB outlines the project requirements, specifications, terms, and conditions that firms must meet in their bids (collectively identified as the "ITB requirements"). ITB requirements commonly refer to a responsive and responsible bid. A bid is considered responsive if it indicates compliance without material deviation from the requirements of the ITB and the terms and conditions of the proposed contract. A bidder (firm) is responsible if they possess the experience, facilities, reputation, financial resources and are fully capable of performing the contract. The focus of the ITB is on cost. Firms must meet the ITB requirements, but no consideration is given to firms that exceed the ITB requirements. The ITB method does not allow for negotiations (e.g. cost, etc.). Award of an ITB is based on the firm providing the lowest cost that meets the ITB requirements.

PROCUREMENT PROCESS

The Department of Public Works, with guidance from the Finance Department, prepared ITB 25-010 which was issued on February, 27, 2025. ITB 25-010 was advertised through the City's e-procurement site (Bonfire) as well as the Georgia Procurement Registry and resulted in over 2,966 vendor (firm) invites and 44 document takers. ITB 25-010 responses were received on March, 27, 2025 and included bids from 4 firms.

PROCUREMENT EVALUATION

The bids received in connection with ITB 25-010 are as follows: (list in order of lowest-cost to highest-cost)

- Summit Construction & Development LLC (\$748,221.72)
- R&B Developer, Inc (\$754,229.00)
- GS Construction, Inc. (\$780,106.00)
- Tri Scapes, LLC (\$1,173,689.49)

AWARD RECOMMENDATION

Staff recommends award of ITB 25-010 to Summit Construction & Development LLC (Summit) as the low-cost responsive and responsible bidder. Summit is an experienced contractor that has successfully completed projects of similar scopes throughout the region. Additionally, Summit construction has previously completed multiple projects for the City of Alpharetta including a segment of the Alpha Loop from Chelsea Walk to the bridge and sidewalk segments along Douglas Road and Waters Road. On those previous projects for the City, Summit consistently demonstrated that they have the competency and resources to complete projects in a timely manner and within budget. Construction of the stormwater improvements is anticipated to be complete within ninety days from notice to proceed. The contractor will be permitted to close the roundabout and detour traffic for one week. This closure will occur sometime between June 2, 2025 and August 1, 2025, while Fulton County Schools are out for the summer.

ALTERNATIVES:

Do not approve the contract with Summit Construction & Development LLC for the construction of the Mayfield - Bethany Roundabout Drainage Improvements.

ATTACHMENTS:

1. Bid Tab (ITB 25-010)
2. Contract (ITB 25-010)
3. Summit Construction Vendor Submission (ITB 25-010)

25-010 - Mayfield-Bethany Roundabout Drainage Preliminary Bid Tabulation

Active Submissions

Bid Closing Date/Time **March 27, 2025, 10:00 AM**

Supplier	Date Submitted	B-1 - SOI / 100 pts
Summit construction & development LLC	Mar 27, 2025 9:51 AM EDT	\$748,221.72
R&B Developer, Inc	Mar 27, 2025 9:55 AM EDT	\$754,229.00
GS Construction, Inc.	Mar 27, 2025 8:20 AM EDT	\$780,106.00
Tri Scapes, LLC	Mar 27, 2025 9:32 AM EDT	\$1,173,689.49

**CONTRACTOR AGREEMENT
MAYFIELD-BETHANY ROUNDABOUT DRAINAGE
(INVITATION TO BID NO. 25-010)**

THIS CONTRACTOR AGREEMENT (the "Contract"), made by and between **CITY OF ALPHARETTA, GEORGIA**, a municipal corporation of the State of Georgia (hereinafter, the "CITY"), and **SUMMIT CONSTRUCTION AND DEVELOPMENT, LLC**, a Georgia limited liability company with its principal office located at 2108 Bentley Drive, Stone Mountain, GA 30087 (the "CONTRACTOR").

1. Contract Documents. The Contract Documents consist of this Contract, the City's Invitation for Bids dated February 27, 2025 ("ITB No. 25-010"), including any addenda thereto, and the Contractor's Response to ITB dated March 27, 2025 (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 shall govern; provided however, to the extent any of CONTRACTOR's obligations or duties set forth in the Bid exceed the requirements provided within ITB No. 25-010 or this Contract, or the City finds any of the terms set forth in ITB No. 25-010 more desirable, the terms set forth in the Bid shall control. Subject to the foregoing, in the event of a conflict between the language in ITB No. 25-010 and the Bid, the language in the former shall govern.
2. Scope of Services. The CONTRACTOR's duties and scope of services are specifically set forth in the ITB No. 25-010 Specifications (the "Project") and, in general, include but are not limited to, furnishing all materials, labor, equipment, and related work for the Mayfield - Bethany Roundabout Drainage project. The Project includes, but is not limited to, demolition of existing roundabout central island, installation of an underground stormwater chamber system, reconstruction of roundabout central island, and related work. The location of work is at the intersection of Mayfield Road and Bethany Road, within the City of Alpharetta.
3. Contract Price. For CONTRACTOR'S performance and completion of the Project (as defined in ITB No. 25-010 and subject to the "General Conditions" as set forth on Appendix A), CITY shall pay CONTRACTOR a fee in accordance with the unit costs on Exhibit A attached hereto for a total sum not to exceed SEVEN HUNDRED FORTY-EIGHT THOUSAND, TWO HUNDRED TWENTY-ONE and 72/100 DOLLARS (\$748,221.72). At CONTRACTOR's own cost and expense, CONTRACTOR shall furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary or convenient to the successful completion of the Project and the carrying out of all duties and obligations in accordance with the terms and conditions set forth in the Contract Documents.

The CITY agrees to pay CONTRACTOR in current funds for the performance of the Work subject to additions and deductions as provided in the General Conditions and to make payments on account thereof as provided in ITB No. 25-010 and in the General Conditions.

4. Commencement of Work; Time for Performance.
 - a. Commencement of Work. The CONTRACTOR shall promptly commence the

Contract: **Mayfield-Bethany Roundabout Drainage**
Contract No.: 25-010

Work with adequate force and equipment **within ten (10) calendar days** from receipt of the Notice to Proceed and continuously pursue the Work without interruption to achieve final completion of the Work **NINETY (90) calendar days from the Notice to Proceed.**

In the event that the CONTRACTOR encounters delays that are beyond their control, the CONTRACTOR shall be entitled to an extension of time for the completion of the Work. The CONTRACTOR must provide written notice of such delays to the CITY within a reasonable timeframe, detailing the nature of the delay and its impact on the project schedule. The CITY may grant an extension of time that is deemed appropriate and will ensure that the CONTRACTOR is not penalized due to delays that are not attributable to their actions or negligence. Notwithstanding, time is an essential element of this Contract. In the event of a delay directly attributable to CONTRACTOR's actions, decisions, or lack of management, the Contract Price will be deducted from any money due to the CONTRACTOR, not as a penalty, but as liquidated damages in accordance with Section 108.08 of the Georgia Department of Transportation Standard Specifications for Construction of Transportation Systems, 2021.

- b. Time is of the Essence. All limitations of time set forth in this Contract are of the essence.
5. Default; Termination. Upon CONTRACTOR's breach of any material provision of this Contract, which breach remains uncured after fifteen (15) days written notice of default, the CITY may terminate this Contract without liability for further payment of amounts due or to become due under this Contract for incomplete work. Termination shall be in addition to, and not in lieu of, any other remedies available to the CITY under this Contract or applicable law, including making of claims under CONTRACTOR's bonds. Upon the CITY's breach of any material provision of this Contract, which breach remains uncured after fifteen (15) days written notice of default, CONTRACTOR shall be entitled to terminate this Contract or pursue such other remedies not inconsistent with this Contract, as it may have in law or equity. This Contract may also be terminated or suspended by the CITY for CITY's convenience upon not less than seven (7) days written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be compensated for services performed through the date of termination, together with any reimbursable expenses then due.

Notwithstanding any other provision or provisions of this Contract, pursuant to O.C.G.A. § 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive.

6. Compliance with Illegal Immigration Reform and Enforcement Act. This Contract was awarded and is contingent upon CONTRACTOR's compliance with O.C.G.A. § 13-10-91, Chapter 300-10-1 of the Rules of the Georgia Department of Labor, and CONTRACTOR's certification to the CITY that it has registered and currently participates in the federal work authorization program to verify employment eligibility of all newly hired employees. Further, as part of any approved subcontracting agreement, CONTRACTOR has certified

that any subcontractor entering into this Contract for the physical performance of services within this State is in compliance with O.C.G.A. § 13-10-91 and Chapter 300-10-1 of the Rules of the Georgia Department of Labor and has registered and currently participates in the federal work authorization program to verify employment eligibility of all newly hired employees. This Contract may be suspended or terminated if it is determined that CONTRACTOR has made a false certification or has violated such certification by failure to carry out this requirement.

7. Insurance. CONTRACTOR shall maintain the types and amounts of insurance set forth in ITB No. 25-010 and the General Conditions, and as otherwise reasonably required by the CITY from time to time. CONTRACTOR shall provide proof of such insurance to the CITY contemporaneously with the execution of this Contract, and as and when requested by the CITY during the term hereof. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the CITY that the insurance requirements have been satisfied. The CITY must provide written notice of any changes to the insurance requirements at least thirty (3) days in advance.
8. Indemnification. CONTRACTOR shall indemnify and hold the CITY, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them harmless from all claims, costs, demands, losses, attorneys' fees, damages, and liabilities of any type or nature arising out of or related to CONTRACTOR's, or CONTRACTOR's agents', employees' or subcontractors', performance or non-performance of this Contract, including, but not limited to, claims for injury to person or property; provided, however, that this indemnification obligation shall not apply to claims arising from the sole negligence of the CITY or its employees. Nothing in this paragraph or this Contract shall be deemed to constitute a waiver of the CITY's sovereign immunity, create rights in any third party, or create any third-party beneficiaries. The Contractor's indemnification obligations do not apply to claims arising from the joint negligence of the CITY and the CONTRACTOR.
9. Entire Agreement. The provisions of this Contract and the Contract Documents constitute the entire Contract between the parties, and all prior discussions and agreements are merged herein. This Contract is expressly intended to supersede all provisions of the Georgia Prompt Pay Act. Amendments to this Contract must be in writing and signed by both parties.
10. Arbitration. Any dispute arising in connection with the interpretation of this Contract, the performance of any party under this Contract or any claim or dispute under this Contract or otherwise related to this Contract shall, at the sole option of the CITY, be referred to binding arbitration in Atlanta, Georgia in accordance with the Construction Arbitration Rules of the American Arbitration Association. CONTRACTOR'S surety shall be obligated to be a party to any such arbitration and be conclusively bound by the decision of the arbitrator. The cost of arbitration will be shared equally between the CITY and the CONTRACTOR.

[SIGNATURES FOLLOW ON NEXT PAGE]

Contract: **Mayfield-Bethany Roundabout Drainage**
Contract No.: 25-010

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.

Executed _____

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

Approved as to Content:

Chris Lagerbloom, City Administrator

Approved as to form:
JARRARD & DAVIS, LLP

Joshua F. Jones, City Attorney

**SUMMIT CONSTRUCTION AND
DEVELOPMENT, LLC**

By: _____
Ruben Bucio Duran, President

Contract: **Mayfield-Bethany Roundabout Drainage**
Contract No.: 25-010

EXHIBIT "A"

CITY OF ALPHARETTA - SCHEDULE OF ITEMS ITB 25-010, Mayfield-Bethany Roundabout Drainage

Summit Construction & Development LLC					
Instructions for Bid Form Completion:					
1. This form MUST be used to submit cost proposal					
2. Do not include a copy of this Bid Form in your technical bid information.					
3. Complete all the fields. Enter Bidder's Name at top of form. See end of form as well for bid authorization and contact information.					
4. <u>Verify all amounts entered.</u> This form will be used for bid price award.					
5. During bid opening, only bid grand total will be called.					
6. Enter Unit Price. Form will calculate the Bid Price by multiplying Estimated Quantity by Unit Price entered.					

LINE ITEM	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
01	TRAFFIC CONTROL	1	LS	\$ 78,500.00	\$ 78,500.00
02	GRADING COMPLETE	1	LS	\$ 123,428.72	\$ 123,428.72
03	MILL ASPH. CONC. PVMT, 2 IN DEPTH	1,900	SY	\$ 9.50	\$ 18,050.00
04	RECYCLED ASPHALTIC CONCRETE, 12.5MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	209	TN	\$ 140.00	\$ 29,260.00
05	REPLACE PAVEMENT MARKINGS IN KIND	1	LS	\$ 8,000.00	\$ 8,000.00
06	HEADER CURB, 6 IN, TP 7	200	LF	\$ 20.00	\$ 4,000.00
07	HEADER CURB, 4 IN, TP 9	275	LF	\$ 20.00	\$ 5,500.00
08	RECONSTRUCT TRUCK APRON, INCLUDES PAVERS, CONCRETE BASE AND GAB	2,450	SF	\$ 16.00	\$ 39,200.00
09	STORM SEWER MANHOLE A1	1	LS	\$ 18,500.00	\$ 18,500.00
10	STORM SEWER MANHOLE A2	1	LS	\$ 4,500.00	\$ 4,500.00
11	18" HDPE	25	LF	\$ 120.00	\$ 3,000.00
12	24" HDPE	20	LF	\$ 150.00	\$ 3,000.00
13	STORMTANK SYSTEM INCLUDING GRAVEL	1	LS	\$ 315,000.00	\$ 315,000.00
14	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	5	EA	\$ 220.00	\$ 1,100.00
15	MAINTENANCE OF INLET SEDIMENT TRAP	5	EA	\$ 25.00	\$ 125.00
16	CONSTRUCT AND REMOVE CONSTRUCTION EXIT	1	EA	\$ 2,200.00	\$ 2,200.00
17	MAINTENANCE OF CONSTRUCTION EXIT	1	EA	\$ 250.00	\$ 250.00

Contract: **Mayfield-Bethany Roundabout Drainage**
Contract No.: 25-010

CITY OF ALPHARETTA - SCHEDULE OF ITEMS
ITB 25-010, Mayfield-Bethany Roundabout Drainage

Summit Construction & Development LLC					
18	INSTALL AND REMOVE TEMPORARY SILT FENCE	280	LF	\$ 2.85	\$ 798.00
19	MAINTENANCE OF TEMPORARY SILT FENCE	280	LF	\$ 1.00	\$ 280.00
20	SHREDDED BROWN HARDWOOD MULCH, 1" THICK	2,850	SF	\$ 0.80	\$ 2,280.00
21	MISCELLANEOUS CONSTRUCTION	1	LS	\$ 50,000.00	\$ 50,000.00
22	BONDS, MOBILIZATION, AND INSURANCE (NOT TO EXCEED 10% OF BID TOTAL)	1	LS	\$ 41,250.00	\$ 41,250.00
GRAND TOTAL					\$ 748,221.72

By completing and submitting this bid price form in response to the City of Alpharetta's ITB 25-010, Mayfield-Bethany Roundabout Drainage, Bidder certifies that:

- A. Bidder has carefully read and understands Bidding Documents;
- B. Bidder has visited site and become familiar with local conditions under which Work is to be performed, including verifying visible conditions, such as dimensions, materials, and attachments to remain, on existing facility;
- C. Bidder has correlated Bidder's personal observations with requirements of Bidding Documents;
- D. Bidder has reviewed ITB 25-010 Plans and Project Manual Project Manual and Specifications; and
- E. Bidder understands that Bid may not be withdrawn within Sixty (60) days after bid due date, and Bidder guarantees that the City has the right to waive informalities and irregularities in Bid received and to accept Bid which, in City's judgment, is in City's own best interests.

Summit Construction & Development LLC	Company Name:
2108 Bentley Drive, Stone Mountain GA 30087	Address:
Ruben Bucio Duran, President	Name(s) and Title(s) Authorized Signer(s):
770-413-0093	Contact Info - Phone Number:
770-413-0050	Contact Info - Email Address:



SUMMIT CONSTRUCTION & DEVELOPMENT

STATEMENT OF PROPOSERS QUALIFICATIONS/COMPANY INFORMATION/TECHNICAL BID INFORMATION

Mayfield-Bethany Roundabout Drainage

1. Project Approach and Methodology

- i** *Summit Construction & Development's strategic approach of your project will deliver a quality product that is on-time and in budget.*
We understand this project's Scope of work includes majorly storm drainage and other related work.
Our firm uses the latest equipment and innovative systems such as a cloud platform for project management communication, scheduling and coordination and other sensor equipped equipment, which reduces human error and increases accuracy and production rate.
We have in-house crews and owned milling and paving equipment and trucks for all related trades, which makes us more efficient in accomplishing projects within time and budget.
- Project Schedule:*
We plan to perform this work in 90 working days by the project's completion time based on the NTP and weather.
A Gantt chart shall be supplied upon request.

2. Project History/Business profile

- i** *Our firm has been involved in a variety of projects since its inception, more than 16 years ago. We have completed projects for various municipalities, counties, government agencies and large commercial contractors, having accomplished even the most challenging projects successfully, within schedule requirements and under budget. The following list contains just a few of the projects with similar scope and size, that are in process or completed over the last 3 years:*

1. *Circle 75 Parkway at Windy Hill Road – Cobb County. Our scope of work includes Grading, erosion control, storm drainage, water and sewer, Concrete work, **Asphalt paving** and other related work. Contract value: \$1,060,110.76 Completion 4/1/2022*
 2. *Barnwell Road at Rivermount Pkwy Roundabout City of Johns Creek. Our scope of work includes Demolition, earthwork, storm drainage, concrete work, **asphalt paving** and other related work. Contract value: \$936,924.62*
 3. *Dallas Street Improvements City of Acworth. Our scope work includes Erosion control, grading, GAB installation, **Asphaltic Concrete**, Storm Drainage, Striping and grassing. Contract value: \$844,561.63 Completion 3/30/2022*
 4. *SR140 at East Cherokee Drive Improvements. Our scope of work includes Demolition, Grading, drainage, storm drain, **milling, asphalt paving 17,172 tons** and other related work. Contract value: \$3,897,016.00*
 5. *Rockdale county Milstead II Drainage Improvements, 962 Milstead Avenue, Conyers, GA 30012. Our scope of work includes Grading, storm drainage, domestic water installation, **Asphalt paving**. Contract value: \$701,844.45*
 6. *Beaver Run Road Multiuse Greenway Trail, our scope of work includes Erosion control, grading, concrete sidewalk, curb and gutter, storm drainage, manholes. Contract value: \$703,523.99 Completion 06/19/2020*
 7. *Granade road sidewalk project Rockdale County. Our scope of work includes concrete work, **asphalt**, Storm drainage. Contract value: \$2,229,790.70 Completion 09/22/2022*
 8. *Brockett road Traffic Calming City of Tucker, our scope of work includes **milling and resurfacing, patching**, concrete medians and other related work. Contract Value \$1,275,679.00 Completion 1/31/2023*
 9. *Indian Trail Park and Ride Transit Project, our scope of work includes asphalt demo, **mill and overlay, full depth pavement**, concrete work and other related work. Contract Value \$1,571,412.00 Completion 08/17/2021*
 10. *City of College Park LMIG Street resurfacing 2023, **Milling and resurfacing**, Contract Value \$340,210,.08. Completion 07/31/2023*
 11. *West Paces Ferry Road Resurfacing Buckhead CID, Contracts Value: \$7,087,955.65. Completion date: 10/31/2023*
 12. *Haynes Bridge Road Improvements City of Johns Creek, Contract Value \$3,979,559.63 Completion Date 10/01/2023*
- A complete list of our projects is available upon request.*

3. Manpower & Delivery Schedule



1. *The current value of work-in-progress over 69+ million dollars and current manpower and resources can accommodate our projected workload with ability to perform new projects with no issues.*
2. *We have a dedicated Project Managers, Superintendents, and support system to accomplish this project successfully, within milestone goals and budget. Our in-house crews are*

experienced in all trades necessary to complete this project and are trained to produce quality work.

3. *We have 40+ direct field employees.*

4. Company History



1. *Summit Construction & Development has been in business for 16+ years.*
2. *GDOT Prequalified.*
3. *The firm has only operated under its current name.*
4. *No, we do not have any bankruptcies.*
5. *No, we do not have any lawsuits against our company.*

5. References

Reference Project	Description of the Work	Owner Contact	Owner Contact Phone	Owner Contact Email	Role (prime/sub)	Firm Responsible for \$x.	Start and Completion dates
SR 140 at East Cherokee Drive Improvements	Scope of work includes road widening, asphalt milling and overlay, full depth, concrete work, storm drainage and other related work. 17,172 tons of asphalt installed	Lori Jones	678-410-0124	lmjones@cherokeega.com	Construction Inspection Manager	\$3,897,016	12/7/2020-12/20/2022
West Paces Ferry Resurfacing Project		Lee Upkins	404-978-7552	Lee.upkins@jacobs.com	Construction Manager	\$7,087,955.65	07/25/2023-10/31/2023
Indian Trail Park and Ride Transit Project	Scope of work includes asphalt demo, mill and overlay, full depth pavement, concrete work and other related work.	Thomas Clausen	678-521-6433	Thomas.Clausen@oneatlas.com	Project Engineer	\$1,571,412	03/19/2021-08/17/2021
Brockett road Traffic calming	Scope of work includes mill and overlay, patching, concrete medians and other related work.	Sam Durrance	678-215-7030	sdurrance@tuckerga.gov	Construction Manager	\$1,275,679	10/10/2022-1/31/2023
Haynes Bridge Road Improvements		Riki Forney	678-512-3266	riki.forney@johnscreekgga.gov	Construction Manager	\$3,979,559.63	10/01/2023

Additional references shall be provided upon request.

Summit Construction & Development
2108 Bentley Drive, Stone Mountain, GA 30087
Phone: 770.413.0093 Email: contracts@summitcd.com

6. Available Resources

List of Suppliers – CW Matthews – Asphalt materials, Aggregates - Vulcan Materials, Storm Materials -

Brentwood Industries, Concrete - Thomas Concrete

Transafe products – Striping materials and other misc.

We do have our own crew and equipment required for this project. A complete list will be supplied upon award.

- Ruben Bucio Duran, President/Project Oversee – This personnel will oversee the Project from bidding to completion of the Project to ensure all the protocols have been followed per the contract specifications and company's quality assurance and safety plan.
- Isaac Amanfo, Operations director/Construction Manager – This personnel will be responsible for the Project management, scheduling, invoicing, safety and all other Project operations.
- Diego Correa, Chief Superintendant – This Personnel will be in charge of all crews on site and executing the Project on site and also site safety.
- Ajay Naidu, Estimating/Cost Engineer – This Personnel is responsible for pre-construction activities and budgeting during construction phase.
- Karlita Mcleroy, Office Manager – Administrative Support through out the Project.
- Dorys Fernandez, Accounting P/R – Responsible for the accounts related to Project.
- Mohammad Akhtar, Project Coordinator – Responsible for submittals and material tickets.

Point of Contact for this bid

Ajay Naidu, Estimator/Cost Engineer

2108 Bentley Drive, Stone Mountain GA 30087

770-413-0093

sccdestimator@summitcd.com

New Fleet No.	Make	Model	Equipment Type	VIN	Year	Tag #
ADT-01A	Kenworth	T370 ETNRYE CENINNIAL	ADT - Asphalt Distributor Trucks	2NKHMM7X7MM452511	2021	TBD
ADT-02	Freightliner	M2 2000 Gallons Single Axle Asphalt Distributor	ADT - Asphalt Distributor Trucks	1FVACXB55DHF1451	2013	ETQ860
ADT-03	Freightliner	M2 106 Asphalt Distributor	ADT - Asphalt Distributor Trucks	3ALACXCYOFGD7348	2014	EZL004
AT-01	JONH DEERE	300D	AT - ARTICULATED TRUCK	BE300DT201371	2005	N/A
CMM-01A	Wirtgen	W210F	CMM - Cold Milling Machine	23200123	2020	N/A
CMM-02	Wirtgen	W200I	CMM - Cold Milling Machine	14201518	2018	N/A
CMM-03	Wirtgen	W150	CMM - Cold Milling Machine	05130172	2011	N/A
CTL-01	Caterpillar	299D3XE	CTL - Compact Track Loaders	BX901474	2020	N/A
CTL-02	Caterpillar	299D2	CTL - Compact Track Loaders	FD206275	2020	N/A
CTL-03	Caterpillar	289D3	CTL - Compact Track Loaders	JX903888	2020	N/A
CTL-04	Caterpillar	289D3	CTL - Compact Track Loaders	JX904143	2020	N/A
CTL-05	Caterpillar	289D3	CTL - Compact Track Loaders	JX904659	2021	N/A
CTL-06	Caterpillar	289D3	CTL - Compact Track Loaders	JX904914	2021	N/A
CTL-07A	Caterpillar	299D3	CTL - Compact Track Loaders	DY907896	2022	N/A
CTL-08	Caterpillar	259D3	CTL - Compact Track Loaders	CW901604	2019	N/A
CTL-09	Caterpillar	259D3	CTL - Compact Track Loaders	CW901590	2019	N/A
CTL-10	Catepillar	259B3	CTL - Compact Track Loaders	CAT0259BEYY05406	2013	N/A
CTL-11A	Catepillar	289D3	CTL - Compact Track Loaders	OJX909051	2022	N/A
CTL-12	Caterpillar	279D3	CTL - Compact Track Loaders	RB902330	2021	N/A
CTL-13	Caterpillar	279D3	CTL - Compact Track Loaders	ORB904978	2023	N/A
DT-01A	Navistar	7500SBA Dump Truck	DT - Dump Trucks	1HTWNAZR9CJ639370	2012	GD1074
DT-02A	Kenworth	T800 Dump Truck	DT - Dump Trucks	1XKDDP9X4CJ296948	2012	GGC288
DT-03	Kenworth	T880 DumpTruck	DT - Dump Trucks	1NKZL40XJ1196445	2018	EP1737
DT-04	Kenworth	T880 DumpTruck	DT - Dump Trucks	1NKZL40X1GJ113915	2016	ESK234
DT-05	Mack	GU813 Granite DumpTruck	DT - Dump Trucks	1M2AX13C3CM015046	2012	EUB481
DT-06	Kenworth	T880 DumpTruck	DT - Dump Trucks	1NKZLP0X5HJ150808	2017	XJA637
DT-07	Mack	GU433 DumpTruck	DT - Dump Trucks	1M2GR6GC1LM001626	2020	ENT811
DT-08	Mack	GU433 DumpTruck	DT - Dump Trucks	1M2GR6GC5LM001581	2020	ENT812
DT-09A	Mack	GR64 Dump Truck	DT - Dump Trucks	1M2GR4GC8LM014412	2020	C0801717
DT-10	Kenworth	T880 DumpTruck	DT - Dump Trucks	1NKZL49X0HJ155917	2017	XJA646
DT-11	Ford	750XL Flatbed Dump Truck	DT - Dump Trucks	3FRWF75S68V640683	2008	XSC741
DT-12A	Mack	GR64 Dump Truck	DT - Dump Trucks	1M2GR4GC5MM020959	2021	C0801701
DT-13	Kenworth	W990	DT - Dump Trucks	1NK1LP0X6NJ491451	2022	GHA257
DT-14	International	7400 SBA 6x4 Dump Truck	DT - Dump Trucks	3HAWGSTT8GL003003	2016	GJD587
HEXLARGE-01	Caterpillar	330-07GC	HEX - Hydraulic Excavators - Large	SCZ10072	2021	N/A
HEXLARGE-02	Caterpillar	320-07	HEX - Hydraulic Excavators - Large	HEX11963	2019	N/A
HEXLARGE-03	Caterpillar	323F	HEX - Hydraulic Excavators - Large	YEJ10173	2017	N/A
HEXLARGE-05	Komatsu	PC200LC-8	HEX - Hydraulic Excavators - Large	KMTPC180K54A90347	2012	N/A
HEXLARGE-06	Caterpillar	315-07GC	HEX - Hydraulic Excavators - Large	FTY00187	2021	N/A
HEXLARGE-07	Caterpillar	315	HEX - Hydraulic Excavators - Large	FTY00557	2022	N/A
HEXLARGE-08	CATERPILLAR	336 CPL	HEX - Hydraulic Excavators - Large	DKS01747	2019	N/A
HEXLARGE-09	Doosan	DX180LC-5	HEX - Hydraulic Excavators - Large	DHKCEBBTKH0001262	2017	N/A
HEXLARGE-10	JBC	JS131LC	HEX - Hydraulic Excavators - Large	JCBJS13GLK2442651	2019	N/A
HEXMEDIUM-01	Caterpillar	308-07CR	HEX - Hydraulic Excavators - Medium	GG801408	2019	N/A
HEXMEDIUM-02	Caterpillar	308-07CR	HEX - Hydraulic Excavators - Medium	GG800509	2019	N/A
HEXMEDIUM-03	Caterpillar	310-07	HEX - Hydraulic Excavators - Medium	GWTO0533	2019	N/A
HEXMEDIUM-04	Caterpillar	313F GC	HEX - Hydraulic Excavators - Medium	HDK10362	2019	N/A
HEXMEDIUM-05A	Caterpillar	308	HEX - Hydraulic Excavator-Medium	OGG807982	2023	N/A
HEXMEDIUM-06	Doosan	DX80R	HEX - Hydraulic Excavators - Medium	50372	2011	N/A
HEXMEDIUM-07	Kubota	KX060-4	HEX - Hydraulic Excavators - Medium	31347	2014	N/A
HEXMINI-01	Catepillar	304E2CR	HEX - Hydraulic Excavators - Mini	ME405028	2019	N/A
HEXMINI-02	Caterpillar	305E2CR	HEX - Hydraulic Excavators - Mini	H5M04382	2017	N/A
HEXMINI-03	Caterpillar	305.5E2CR	HEX - Hydraulic Excavators - Mini	CR507294	N/A	N/A
HEXMINI-04	Caterpillar	305.5E2	HEX - Hydraulic Excavators - Mini	CR508286	N/A	N/A
HEXMINI-05	Kubota	KX057-4	HEX - Hydraulic Excavators - Mini	27336	2016	N/A
HEXMINI-06	Caterpillar	306-07CR	HEX - Hydraulic Excavators - Mini	6G602396	2021	N/A
LT-01	Wacker	N/A	LT - Light Towers	5XFLN0517FN005302	2015	N/A
LT-02	Magnum	MLT6SK	LT - Light Towers	7FSXL1011JB367384	2018	
LT-03	Magnum	MLT6SK	LT - Light Towers	7FSXL1017JB652400	2018	
MB-01	SolarTech	N/A	MB - Message Boards	4GM2M1512M1416789	2021	N/A
MB-02	SolarTech	N/A	MB - Message Boards	4GM2M1519M1416787	2021	N/A
MB-03	SolarTech	N/A	MB - Message Boards	4GM2M1519M1416790	2021	N/A
MB-04	SolarTech	N/A	MB - Message Boards	4GM2M1512M1416792	2021	N/A
MB-05	SolarTech	N/A	MB - Message Boards	4GM2M1510M1416788	2021	N/A
MB-06	SolarTech	N/A	MB - Message Boards	4GM2M1510M1416791	2021	N/A
MB-07	Wanco	WTMMB-A	MB - Message Boards	5F12S1619G1006777	2016	N/A
MB-08	Wanco	WVTM	MB - Message Boards	5F12S1218G1009417	2016	N/A
MG-01	Lee Boy	685B AWD	MG - Motor Grador	52455	2008	N/A
MG-02	Leeboy	G800	MG - Motor Grador	75136	2011	N/A
PR-01	Caterpillar	CW14	PR - Pnuematic Roller	LTJ00421	2016	N/A
PR-02	Lee Boy	420	PR - Pnuematic Roller	420-91078	2013	N/A
PR-03	Caterpillar	CW16	PR - Pnuematic Roller	TL500731	2022	N/A
ST-01	TYMCO	500X INTERNATIONAL 4300	ST- SWEEPER TRUCK	1HTMMAAN7DJ398428	2016	N/A
SB-01	ROADTEC	SB-2500	MATERIAL TRANSFER VEHICLE	4133	2017	N/A
SSB-01	Broce	BB250B	SSB - Street Sweep Broom	304286	2008	N/A
SSB-02	Lay-Mor	SM400	SSB - Street Sweep Broom	34538	2013	N/A

SSB-03	Broce	B250B	SSB - Street Sweep Broom	304975	2017	N/A
SSB-04	JONH DEERE	SM80J	SSB - Street Sweep Broom	912107	2012	N/A
SSB-05	Roadtec	FB-85	SSB - Street Sweep Broom	114	2011	N/A
SSB-06	Roadtec	FB-85	SSB - Street Sweep Broom	116	2011	N/A
SSL-01A	CATERPILLAR	272D3 CANOPY PRO	SSL - Skid Steer Loaders	TP900365	2023	N/A
SSL-02	Caterpillar	246D	SSL - Skid Steer Loaders	BYF05227	2019	N/A
SSL-03	Caterpillar	246D	SSL - Skid Steer Loaders	BYF05045	2019	N/A
SSL-04	Caterpillar	262D3	SSL - Skid Steer Loaders	ZB202386	2020	N/A
SSL-05	New Holland	LS 190	SSL - Skid Steer Loaders	LMU013124	2003	N/A
SSL-06	New Holland	C230	SSL - Skid Steer Loaders	NDM471243	2014	N/A
SSL-07	Caterpillar	272D3	SSL - Skid Steer Loaders	OHX201389	2021	N/A
SSL-08	Caterpillar	272D3	SSL - Skid Steer Loaders	OHX201362	2021	N/A
SSL-09	Caterpillar	262D3	SSL - Skid Steer Loaders	ZB203210	2021	N/A
SSL-10	Caterpillar	262D4	SSL - Skid Steer Loaders	ODTB09877	2019	N/A
TH-01	Caterpillar	TH255C	TH - Telehandler	JK200790	2016	N/A
TL-01	Caterpillar	953C	TL - Track Loaders	2ZN03826	2000	N/A
TR-01A	Dynapac	LP8500	TR - Trench Rollers	18500373	2007	N/A
TR-02	Bomag	BMP8500	TR - Trench Rollers	101720123942	N/A	N/A
TR-03A	Bomag	BMP8500	TR - Trench Rollers	101720128548	2018	N/A
TR-04	Bomag	BMP8500	TR - Trench Rollers	101720131706	2019	N/A
TR-05	Wacker	RTSC3	TR - Trench Rollers	151678	2018	N/A
TR-06	Wacker	RTSC3	TR - Trench Rollers	151683	2018	N/A
TR-07	Wacker	RTLX-SC3	TR - Trench Rollers	WNNMR0201KM0000507	2021	N/A
TR-07A	Bomag	BMP8500	TR - Trench Rollers	101720128550	2018	N/A
TR-08	Wacker	RTLX-SC3	TR - Trench Rollers	WNNMR0201JM0000508	2021	N/A
TR-08A	Wacker	RTLXSC3	TR - Trench Rollers	24462974	2018	N/A
TR-09	Wacker/WC	RTKXSC3	TR - Trench Rollers	24313924	2020	N/A
TR-10	Wacker	RTKXSC3	TR - Trench Rollers	24351058	2020	N/A
TR-11	Wacker/WC	RTKXSC3	TR - Trench Rollers	24361703	2020	N/A
TR-12	Bomag	BMP8500	TR - Trench Rollers	101720128392	2018	N/A
TR-13	Wacker	RTSC3	TR - Trench Rollers	24369825	2017	N/A
TR-14	Wacker		TR - Trench Rollers	24313945	2016	N/A
TT-01A	Mack	CHU613 Day Cab Tractor Truck	TT - Truck Tractors	11man09y9jm027304	2018	GGM932
TT-02	Mack	CHU613 Pinnacle Day Cab Tractor	TT - Truck Tractors	1M1AN07Y8CM011407	2012	ETB020
TT-03	Peterbilt	367 Day Cab Tractor	TT - Truck Tractors	1XPTD40XJJD458791	2018	EXP259
TTM-01	Barreto	E2036RTKH-6MS	TTM - Tracked Trencher Machine	RTK448	2017	N/A
TTT-01	Caterpillar	D6K2LGP	TTT - Dozers Track Type Tractor	EL700959	2019	N/A
TTT-02	Caterpillar	D5K2LGP	TTT - Dozers Track Type Tractor	KY207599	2019	N/A
TTT-03	Caterpillar	D5MXL	TTT - Dozers Track Type Tractor	6GN00951	2002	N/A
TTT-04	Caterpillar	D3K2LGP	TTT - Dozers Track Type Tractor	KL207308	2020	N/A
TTT-05	Caterpillar	D1-12LGP	TTT - Dozers Track Type Tractor	0XKL00127	2020	N/A
TTT-06	Caterpillar	DK5K2	TTT - Dozers Track Type Tractor	KY202823	2017	N/A
TTT-07	John Deere	450K	TTT - Dozers Track Type Tractor	1T0450KXLLF389355	2020	N/A
TVR-01	Caterpillar	CB54B	TVR - Tandem Vibratory Rollers	RJN00124	2012	N/A
TVR-02	Caterpillar	AA CB34B	TVR - Tandem Vibratory Rollers	0XB400328	2017	N/A
TVR-03A	Caterpillar	CB4.4	Tandem Vibratory Roller	65100213	N/A	N/A
TVR-04	Ingersoll Rand	DD118HF	TVR - Tandem Vibratory Rollers	194581	2007	N/A
TVR-05	Ingersoll Rand	SD45D	TVR - Tandem Vibratory Rollers	178691	2004	N/A
TVR-06	HAMM	HD12VV	TVR - Tandem Vibratory Rollers	WGH0H230PHAA04874	2021	N/A
VSC-01	Caterpillar	CS34	VSC - Vibratory Soil Compactors Smooth Drum	51400126	2015	N/A
VSC-02	Ingersoll Rand	SD70DTF	VSC - Vibratory Soil Compactors Smooth Drum	185980	2005	N/A
VSC-03	Volvo	SD100D	VSC - Vibratory Soil Compactors Shift Foot	VCE05100L0S226360	2012	N/A
VSC-04A	CATERPILAR	CS56B	VSC - Vibratory Soil Compactors Shift Foot	S5600446	2017	N/A
VSC-05	Ingersoll Rand		VSC - Vibratory Soil Compactors Shift Foot	5390	N/A	N/A
VSC-06	Ingersoll Rand	SD40F	VSC - Vibratory Soil Compactors Shift Foot	15209	N/A	N/A
VSC-07	Ingersoll Rand	SD100FTF	VSC - Vibratory Soil Compactors Shift Foot	192436	2007	N/A
VSC-09	Sany	SSR120	VSC - Vibratory Soil Compactors Shift Foot	YZ1112CC1601	2022	N/A
VSC-10	Sany	SSR120	VSC - Vibratory Soil Compactors Smooth Drum	YZ112CC1600	N/A	N/A
VSC-11	Caterpillar	CP-563D	VSC - Vibratory Soil Compactors Shift Foot	9ZW00450	2021	N/A
VSC-12	Volvo	SD45D	VSC - Vibratory Soil Compactors Smooth Drum	VCE00S45E0S229120	2015	N/A
WH-01	Caterpillar	908M	WH - Wheel Loader	CAT0908MEH8801242	2016	N/A
WH-02	Caterpillar	938M	WH - Wheel Loader	0J3R10282	2023	NA
WT-01	Ford	F-750 2000 Gallon Water Truck	WT - Water Truck	3FRXF7FA9CV300401	2012	XJA644



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

December 5, 2024

CERTIFICATE OF QUALIFICATION
Vendor ID: 2SU355

Summit Construction & Development, LLC
2108 Bentley Dr. NW
Stone Mountain, GA 30087

In accordance with The Rules and Regulations Governing the Prequalification of Prospective Bidders, you are hereby notified that the Georgia Department of Transportation has assigned the following Rating. This Certificate is effective on the date of issue stated above and cancels and supersedes all Certificate(s) previously issued:

MAXIMUM CAPACITY RATING: \$135,400,000.00

CERTIFICATE EXPIRES: October 31, 2026

PRIMARY WORK CLASS/CODE: 400

SECONDARY WORK CLASS(ES)/CODE(S): 150, 201, 209, 310, 310A, 400A, 432, 432A, 441, 550, 660, 668 and 670.

The total amount of incomplete work, regardless of its location and with whom it is contracted, whether in progress or awarded but not yet begun, shall not exceed the Maximum Capacity Rating. If dissatisfied with the Rating, we direct you to the Appeals Procedures in §672-5-.08 (1) & (2) and §672-1-.05, Rules of the State Department of Transportation.

A Prequalified Contractor may request an extension of its current prequalification **prior** to the expiration date of the prequalification by providing the Department with the following information: the amount of time requested for the extension (either 30, 60 or 90 days), the reason for the extension request and the original expiration date of the prequalification. The Department in its discretion will determine whether the extension should be granted and will notify the Contractor of its determination.

Allowing approved prequalification to lapse will leave the Contractors without the ability to bid work until such time as the standing returns to an approved status. If you desire to apply at some intermediate period before the expiration date, your Rating will be reviewed based on the new application.

This Prequalification Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT. *Work class codes are for reference only and do not represent a certification to be provided in support of contractor ability or NAICS code determinations. NAICS Codes are assigned by the office of Equal Employment Opportunity.*

Sincerely,

Patrick Allen, P.E.
Chairman, Prequalification Committee/Contractors

PA:TKA

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

ANNUAL REGISTRATION

Electronically Filed

Secretary of State

Filing Date: 1/29/2024 1:06:14 PM

BUSINESS INFORMATION

CONTROL NUMBER 08094768
BUSINESS NAME SUMMIT CONSTRUCTION AND DEVELOPMENT, LLC.
BUSINESS TYPE Domestic Limited Liability Company
EFFECTIVE DATE 01/29/2024
ANNUAL REGISTRATION PERIOD 2024, 2025, 2026

PRINCIPAL OFFICE ADDRESS

ADDRESS 2108 BENTLEY DR, STONE MOUNTAIN, GA, 30087, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
BUCIO Duran, RUBEN	2108 BENTLEY DR STONE MOUNTAIN, GA 30087, STONE MOUNTAIN, GA, 30087, USA	Gwinnett

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE Ruben Duran
AUTHORIZER TITLE Organizer



Only valid at this location and when location conforms to Gwinnett County Ordinance

Gwinnett County Licensing and Revenue

446 W. Crogan Street, Suite 300, Lawrenceville, GA 30046



DISPLAY THIS CERTIFICATE AT BUSINESS LOCATION FOR PUBLIC VIEW

Date Issued:	March 4, 2024	Certificate Number:	2024162652
Expires:	March 31, 2025	Fee:	\$22,940.00
Business Name:	SUMMIT CONSTRUCTION & DEVELOPMENT L		
Description:	All Other Specialty Trade Contractors		

2024

Not Transferable

Business Location
2108 BENTLEY DR
STONE MOUNTAIN GA 30087-3526

MAIL TO:
SUMMIT CONSTRUCTION & DEVELOPMENT L
C/O SUMMIT CONSTRUCTION & DEVELOPMENT LLC
2108 BENTLEY DR
STONE MOUNTAIN GA 30087-3526



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
LICENSE NO. UC302166
Summit Construction & Development

2108 Bentley Drive
Stone Mountain GA 30087

Utility Contractor

EXP DATE - 04/30/2025 Status: Active
Issue Date: 07/15/2011

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.ga.gov/plb.

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (404) 424-9966
www.sos.ga.gov/plb

Summit Construction & Development
2108 Bentley Drive
Stone Mountain GA 30087



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
License No. UC302166
Summit Construction & Development

2108 Bentley Drive
Stone Mountain GA 30087

Utility Contractor

EXP DATE - 04/30/2025 Status: Active
Issue Date: 07/15/2011



BID BOND

(Five Percent (5%) of Bid)

Bid Bond # N/A BID

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

Summit Construction & Development, LLC, as CONTRACTOR, and

The Hanover Insurance Company, as SURETY, a corporation duly organized under the laws of the State of New Hampshire, are hereby held and firmly bound unto

CITY OF ALPHARETTA, GEORGIA

2 PARK PLAZA

ALPHARETTA, GA 30009 as CITY and hereafter called OBLIGEE, in the penal sum of

Five Percent of Amount Bid Dollars (\$), or 5 Percent (%) of the bid amount, whichever is less, for the payment of which sum well and truly to be made, the said CONTRACTOR and the said SURETY, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this 27th day of March, 20 25.

The condition of the above obligation is such that whereas the CONTRACTOR has submitted to the OBLIGEE a certain bid attached hereto and hereby made a part hereof to enter into a contract in writing for the construction of

MAYFIELD-BETHANY ROUNDABOUT DRAINAGE complete construction including, but not limited to, demolition of existing roundabout central island, installation of an underground stormwater chamber system, reconstruction of roundabout central island, and related work, more particularly described in the CONTRACT (hereafter called the.

NOW, THEREFORE, if the OBLIGEE shall accept the bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the OBLIGEE in accordance with the terms of such bid and give such bonds or bond as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the CONTRACTOR to enter such Contract and give such bond or bonds, if the CONTRACTOR shall pay to the OBLIGEE the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the OBLIGEE may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

BID BOND

Page 2 of 2

The **SURETY**, for value received, hereby stipulates and agrees that the obligations of said **SURETY** and its bond shall be in no way impaired or affected by any extension of the time within which the **OBLIGEE** may accept such bids, and said **SURETY** does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the **CONTRACTOR** and the **SURETY** corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Summit Construction & Development, LLC

CONTRACTOR

(SEAL)

By: _____

Ruben Bucio Duran, President

The Hanover Insurance Company

SURETY

(SEAL)

By: _____

Georgia Representative **Kevin R. Wojtowicz, Attorney in fact
and Georgia Licensed Nonresident Agent**

Surety Contact Information:

Address: Acrisure, LLC, 1000 Central Ave, #200,
St. Petersburg FL 33705

Phone: 727-209-1803

Fax: _____

Email: dphillips@acrisure.com

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to conduct business in the State of Georgia.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Kevin R. Wojtowicz, Jessica Reno, Laura D. Mosholder and/or Robert H. Bond

Of Acrisure of St. Petersburg, FL each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Fifty Million and No/100 (\$50,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 23rd day of August, 2024



The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

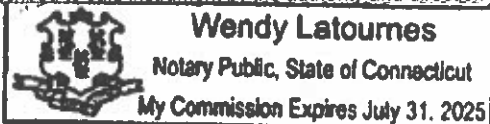
James H. Kawlecki
James H. Kawlecki, Vice President

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

Joellen M. Mendoza
Joellen M. Mendoza, Vice President

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss.

On this 23rd day of August, 2024 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Wendy Latournes
Wendy Latournes, Notary Public
My commission expires July 31, 2025

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 27th day of March 2025

CERTIFIED COPY

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John Rowedder
John Rowedder, Vice President



AFFIDAVIT VERIFYING CONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM (E-Verify)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the City of Alpharetta in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the 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(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) The Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the City of Alpharetta within five business days of receipt.

357508

Federal Work Authorization User Identification Number

Summit Construction & Development LLC

Name of Contractor

09/14/2010

Date of Authorization

25-010, Mayfield-Bethany Roundabout Drainage

Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed date **03/27/2025** in **Stone Mountain** (city), **GA** (state).

Signature of Authorized Officer or Agent

Ruben Bucio Duran, President

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE **27** DAY OF **March**, 20**25.00**

NOTARY PUBLIC

My Commission Expires: **08-15-2028**

(Notary Stamp)





BIDDER'S DISCLOSURES AND CERTIFICATIONS

PROCUREMENT NUMBER & TITLE: 25-010, Mayfield-Bethany Roundabout Drainage

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.

Summit Construction & Development LLC

Company Name

Signature of Authorized Officer or Agent

03/27/2025

Date

Ruben Bucio Duran, President

Printed Name & Title of Authorized Officer or Agent

2108 Bentley Dr, Stone Mountain GA 30087

Company Address

Subscribed and sworn before me on this the

27 day of March, 2025

Notary Public

My Commission Expires
(Notary Stamp)

08-15-2028





STAFF REPORT

Department: Public Works
Submitted By: Dennis Roland
Meeting Date: May 5, 2025

AGENDA ITEM:

Invitation To Bid 25-011:North Park Pond and Forebay Clearing and Dredging

Consideration of approval of the award of a contract for Invitation To Bid (ITB) 25-011 to Integrated Construction and Nobility, Inc. for the dredging of the North Park Pond and Forebay for an amount not to exceed \$382,359.89 and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the award of a contract for ITB 25-011 to Integrated Construction and Nobility, Inc. for the dredging of the North Park Pond and forebay for an amount not to exceed \$382,359.89 and authorize the Mayor to execute all necessary documents.

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: \$382,359.89

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
SW Pipe and Structure R&M / 30241100541430C1308	\$382,359.82

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
-	\$0.00

ITEM DESCRIPTION:

Sediment has accumulated in the existing wet stormwater pond located at North Park to a level where dredging is required. The pond has an offline forebay/infiltration basin that is intended to treat the peak flows. This basin has accumulated sediment and the sediment must be removed. The City has evaluated the pond and the forebay area and determined that approximately 2,600 cubic yards of accumulated sediment needs to be removed. State Permits have been secured and detailed engineered drawings have been completed to show the extent of work to be done as part of this project.

The scope of work includes, but is not limited to; the dredging and clearing of vegetation of the existing wet pond and forebay, installation and maintenance of erosion control BMP's, landscaping of disturbed areas, hauling off of all dredged material, replacement of damaged concrete related to construction, and other misc. construction items as shown on approved plans.

As part of the project, United States Army Corp of Engineers (USACE) and Georgia Environmental Protections Division (GAEPD) permits were obtained along with a local land disturbance permit (LDP) for erosion control. The anticipated duration of the project is approximately 120 days. During the dredging operations of the pond, the contractor is not permitted to completely drain the pond. The reason for such is to take as much precaution as possible to protect any existing aquatic life.

The City advertised for bids on February 13th, 2025 and received 5 responses on March 13th, 2025. Two submitting

firms were disqualified due to not providing the necessary bid documents to the City Finance Department, leaving 3 responding qualifying vendors. The following is a breakdown of the pricing received.

Intergrated Construction and Nobility, Inc. (ICAN)	\$382,359.89
Complete Site	\$393,783.75
Barret Contracting Group	\$648,861.98
Environmental Management Acquisition LLC.	Not Reviewed/Scored
AquaticSouth	Not Reviewed/Scored

ICAN, who submitted the lowest cost, has done previous work for the City, including the Westside Parkway Alpha Loop construction and the Greenway construction from Windward Pkwy. to Union Hill Rd. City staff have been pleased with ICAN's ability to work within project budgets and scope, meet deadlines, and communicate during construction. Public Works recommends moving forward with an award of contract to ICAN for the dredging of the North Park wet pond and Forebay rehabilitation. The project is anticipated to take 120 days to accomplish.

ALTERNATIVES:

Do not approve the contract with ICAN for the dredging of the North Park wet pond and forebay.

ATTACHMENTS:

1. 25-011 ICAN Contract
2. 25-011-NPark Pond-Forebay Clearing-Dredging Prelim Bid Tab
3. Schedule of Items Bid Tab Comparison

**CONTRACTOR AGREEMENT
NORTH PARK POND AND FOREBAY CLEARING AND DREDGING
(INVITATION TO BID NO. 25-011)**

THIS CONTRACTOR AGREEMENT (the "Contract"), made by and between **CITY OF ALPHARETTA, GEORGIA**, a municipal corporation of the State of Georgia (hereinafter, the "CITY"), and **INTEGRATED CONSTRUCTION & NOBILITY, INC.**, a Georgia corporation with its principal office located at 3335 Carrollton Villa Rica Hwy., Carrollton, GA 30116 (the "CONTRACTOR").

1. Contract Documents. The Contract Documents consist of this Contract, the City's Invitation for Bids dated February 13, 2025 ("ITB No. 25-011"), including any addenda thereto, and the Contractor's Response to ITB dated March 13, 2025 (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 shall govern; provided however, to the extent any of CONTRACTOR's obligations or duties set forth in the Bid exceed the requirements provided within ITB No. 25-011 or this Contract, or the City finds any of the terms set forth in ITB No. 25-011 more desirable, the terms set forth in the Bid shall control. Subject to the foregoing, in the event of a conflict between the language in ITB No. 25-011 and the Bid, the language in the former shall govern.
2. Scope of Services. The CONTRACTOR's duties and scope of services are specifically set forth in the ITB No. 25-011 Specifications (the "Project") and, in general, include but are not limited to, furnishing all materials, labor, equipment, and related work for the completion of dredging and clearing of the wet pond and forebay located in North Park, within the CITY of Alpharetta.
3. Contract Price. For CONTRACTOR'S performance and completion of the Project (as defined in ITB No. 25-011 and subject to the "General Conditions" as set forth on Appendix A), CITY shall pay CONTRACTOR a fee in accordance with the unit costs on Exhibit A attached hereto for a total sum not to exceed THREE HUNDRED EIGHTY-TWO THOUSAND, THREE HUNDRED FIFTY-NINE and 89/100 DOLLARS (\$382,359.89). At CONTRACTOR's own cost and expense, CONTRACTOR shall furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary or convenient to the successful completion of the Project and the carrying out of all duties and obligations in accordance with the terms and conditions set forth in the Contract Documents.

The CITY agrees to pay CONTRACTOR in current funds for the performance of the Work subject to additions and deductions as provided in the General Conditions and to make payments on account thereof as provided in ITB No. 25-011 and in the General Conditions.

4. Commencement of Work; Time for Performance.
 - a. Commencement of Work. The CONTRACTOR shall promptly commence the

Work with adequate force and equipment **within ten (10) calendar days** from receipt of the Notice to Proceed and continuously pursue the Work without interruption to achieve final completion of the Work **ONE HUNDRED TWENTY (120) calendar days from the Notice to Proceed.**

In the event that the CONTRACTOR encounters delays that are beyond their control, the CONTRACTOR shall be entitled to an extension of time for the completion of the Work. The CONTRACTOR must provide written notice of such delays to the OWNER within a reasonable timeframe, detailing the nature of the delay and its impact on the project schedule. The CONTRACTOR may grant an extension of time that is deemed appropriate and will ensure that the CONTRACTOR is not penalized due to delays that are not attributable to their actions or negligence. Notwithstanding, time is an essential element of this Contract. In the event of a delay directly attributable to CONTRACTOR's actions, decisions, or lack of management, the Contract Price will be deducted from any money due to the CONTRACTOR, not as a penalty, but as liquidated damages in accordance with Section 108.08 of the Georgia Department of Transportation Standard Specifications for Construction of Transportation Systems, 2021.

- b. Time is of the Essence. All limitations of time set forth in this Contract are of the essence.
5. Default; Termination. Upon CONTRACTOR's breach of any material provision of this Contract, which breach remains uncured after fifteen (15) days written notice of default, the CITY may terminate this Contract without liability for further payment of amounts due or to become due under this Contract for incomplete work. Termination shall be in addition to, and not in lieu of, any other remedies available to the CITY under this Contract or applicable law, including making of claims under CONTRACTOR's bonds. Upon the CITY's breach of any material provision of this Contract, which breach remains uncured after fifteen (15) days written notice of default, CONTRACTOR shall be entitled to terminate this Contract or pursue such other remedies not inconsistent with this Contract, as it may have in law or equity. This Contract may also be terminated or suspended by the CITY for CITY's convenience upon not less than seven (7) days written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be compensated for services performed through the date of termination, together with any reimbursable expenses then due.

Notwithstanding any other provision or provisions of this Contract, pursuant to O.C.G.A. § 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive.

6. Compliance with Illegal Immigration Reform and Enforcement Act. This Contract was awarded and is contingent upon CONTRACTOR's compliance with O.C.G.A. § 13-10-91, Chapter 300-10-1 of the Rules of the Georgia Department of Labor, and CONTRACTOR's certification to the CITY that it has registered and currently participates in the federal work authorization program to verify employment eligibility of all newly hired employees.

Further, as part of any approved subcontracting agreement, CONTRACTOR has certified that any subcontractor entering into this Contract for the physical performance of services within this State is in compliance with O.C.G.A. § 13-10-91 and Chapter 300-10-1 of the Rules of the Georgia Department of Labor and has registered and currently participates in the federal work authorization program to verify employment eligibility of all newly hired employees. This Contract may be suspended or terminated if it is determined that CONTRACTOR has made a false certification or has violated such certification by failure to carry out this requirement.

7. Insurance. CONTRACTOR shall maintain the types and amounts of insurance set forth in ITB No. 25-011 and the General Conditions, and as otherwise reasonably required by the CITY from time to time. CONTRACTOR shall provide proof of such insurance to the CITY contemporaneously with the execution of this Contract, and as and when requested by the CITY during the term hereof. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the CITY that the insurance requirements have been satisfied. The CITY must provide written notice of any changes to the insurance requirements at least thirty (3) days in advance.
8. Indemnification. CONTRACTOR shall indemnify and hold the CITY, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them harmless from all claims, costs, demands, losses, attorneys' fees, damages, and liabilities of any type or nature arising out of or related to CONTRACTOR's, or CONTRACTOR's agents', employees' or subcontractors', performance or non-performance of this Contract, including, but not limited to, claims for injury to person or property; provided, however, that this indemnification obligation shall not apply to claims arising from the sole negligence of the CITY or its employees. Nothing in this paragraph or this Contract shall be deemed to constitute a waiver of the CITY's sovereign immunity, create rights in any third party, or create any third-party beneficiaries. The Contractor's indemnification obligations do not apply to claims arising from the joint negligence of the CITY and the CONTRACTOR.
9. Entire Agreement. The provisions of this Contract and the Contract Documents constitute the entire Contract between the parties, and all prior discussions and agreements are merged herein. This Contract is expressly intended to supersede all provisions of the Georgia Prompt Pay Act. Amendments to this Contract must be in writing and signed by both parties.
10. Arbitration. Any dispute arising in connection with the interpretation of this Contract, the performance of any party under this Contract or any claim or dispute under this Contract or otherwise related to this Contract shall, at the sole option of the CITY, be referred to binding arbitration in Atlanta, Georgia in accordance with the Construction Arbitration Rules of the American Arbitration Association. CONTRACTOR'S surety shall be obligated to be a party to any such arbitration and be conclusively bound by the decision of the arbitrator. The cost of arbitration will be shared equally between the CITY and the CONTRACTOR.

[SIGNATURES FOLLOW ON NEXT PAGE]

Contract: **North Park Pond and Forebay Clearing and Dredging**
Contract No.: 25-011

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.

Executed _____

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

Approved as to Content:

Chris Lagerbloom, City Administrator

Approved as to form:
JARRARD & DAVIS, LLP

Joshua F Jones, City Attorney

**INTEGRATED CONSTRUCTION AND
NOBILITY, INC.**

By: _____
Dwayne S. Singleton, President

Attest:

By: _____
Patricia Lambert, Secretary,
Controller

EXHIBIT "A"

CITY OF ALPHARETTA SCHEDULE OF ITEMS
ITB 25-011, North Park Pond and Forebay Clearing and Dredging

Company's Name: Integrated Construction and Nobility, Inc.				
Instructions for Bid Form Completion:				
1. This form MUST be used to submit cost proposal				
2. Do not include a copy of this Bid Form in your technical bid information.				
3. Complete all the fields. Enter Bidder's Name at top of form. See end of form as well for bid authorization and contact info.				
4. <u>Verify all amounts entered.</u> This form will be used for bid price award.				
5. During bid opening, only bid grand total will be called.				
6. Enter Unit Price. Form will calculate the Bid Price by multiplying Estimated Quantity by Unit Price entered.				
Item Description	Unit	Quantity	Unit Cost	Line Cost
General/ Erosion Control				
Mobilization/Bonds & Insurance	LS	1	\$ 53,343.75	\$ 53,343.75
Construction Entrances	EA	1	\$ 3,125.00	\$ 3,125.00
Dust Control	EA	1	\$ 625.00	\$ 625.00
Turbidity Curtain	EA	1	\$ 1,875.00	\$ 1,875.00
Type - C Silt Fence (single row)	LF	115	\$ 5.00	\$ 575.00
Type - C Silt Fence (double row)	LF	1,161	\$ 8.13	\$ 9,438.93
Inlet Protection	EA	1	\$ 281.25	\$ 281.25
Coir Erosion Matting (Mb)	SF	5,027	\$ 0.69	\$ 3,468.63
Earthwork (See Supplement for Detailed Breakdown)				
Clearing and Grubbing	AC	0.38	\$ 8,223.68	\$ 3,125.00
Tree Removal	EA	8	\$ 562.50	\$ 4,500.00
Excavation	CY	2,850	\$ 30.00	\$ 85,500.00
Soil Haul Offsite	CY	2,850	\$ 43.13	\$ 122,920.50
Pond Draining	EA	1	\$ 3,125.00	\$ 3,125.00
Final Grading and Planting Prep (Ds3)	AC	0.12	\$ 3,125.00	\$ 375.00
Pumped Water Filter Bag	EA	2	\$ 1,028.00	\$ 2,056.00
Vegetation				
Permanent Vegetation Seeding (Ds3)	AC	0.65	\$ 6,875.00	\$ 4,468.75
Oakleaf Hydrangea (1 Gal)	EA	166	\$ 60.94	\$ 10,116.04
Swamp Azelea (1 Gal)	EA	166	\$ 73.44	\$ 12,191.04
Miscellaneous Items				
As-Built Survey	LS	1	\$ 5,625.00	\$ 5,625.00
Misc. Construction	LS	1	\$ 20,000.00	\$ 20,000.00
Concrete Sidewalk (Alpharetta Sidewalk 902)	SF	3,000	\$ 11.25	\$ 33,750.00
Wooden Fencing Remove and Replace in kind	LF	20	\$ 93.75	\$ 1,875.00
			Grand Total	\$ 382,359.89

CITY OF ALPHARETTA SCHEDULE OF ITEMS
ITB 25-011, North Park Pond and Forebay Clearing and Dredging

Company's Name: Integrated Construction and Nobility, Inc.	
By completing and submitting this bid price form in response to the City of Alpharetta's ITB 25-011, North Park Pond and Forebay Clearing and Dredging, Bidder certifies that:	
A. Bidder has carefully read and understands Bidding Documents;	
B. Bidder has visited site and become familiar with local conditions under which Work is to be performed, including verifying visible conditions, such as dimensions, materials, and attachments to remain, on existing facility;	
C. Bidder has correlated Bidder's personal observations with requirements of Bidding Documents;	
D. Bidder understands that Bid may not be withdrawn within Sixty (60) days after bid due date, and Bidder guarantees that the City has the right to waive informalities and irregularities in Bid received and to accept Bid which, in City's judgment, is in City's own best interests.	
Integrated Construction and Nobility, Inc.	Company Name:
3335 Carrollton Villa Rica Hwy, Carrollton, GA 30116	Address:
Dwayne S Singleton, President	Name(s) and Title(s) Authorized Signer(s):
678-618-2945	Contact Info - Phone Number:
ssingleton@ican1.com	Contact Info - Email Address:

25-011 - North Park Pond and Forebay Clearing and Dredging Preliminary Bid Tabulation

Active Submissions

Supplier	Total / 100 pts	B-1 - SOI / 100 pts
Integrated Construction and Nobility, Inc.	100	\$382,359.89
Complete Site	97.1	\$393,783.75
Barrett Contracting Group	58.93	\$648,861.98

Eliminated Submissions

Supplier	
Environmental Management Acquisition LLC. DBA Georgia Stormwater Services / DBA Estate Management Services	Not Scored/ Reviewed
AquaticSouth	Not Scored/ Reviewed

Company's Name:					Company's Name:					Company's Name:				
Integrated Construction and Nobility, Inc.					Complete Site, LLC					Barrett Contracting Group				
Item Description	Unit	Quantity	Unit Cost	Line Cost	Item Description	Unit	Quantity	Unit Cost	Line Cost	Item Description	Unit	Quantity	Unit Cost	Line Cost
General/ Erosion Control					General/ Erosion Control					General/ Erosion Control				
Mobilization/Bonds & Insurance	LS	1	\$ 53,343.75	\$ 53,343.75	Mobilization/Bonds & Insurance	LS	1	\$ 25,000.00	\$ 25,000.00	Mobilization/Bonds & Insurance	LS	1	\$ 120,830.00	\$ 120,830.00
Construction Entrances	EA	1	\$ 3,125.00	\$ 3,125.00	Construction Entrances	EA	1	\$ 4,750.00	\$ 4,750.00	Construction Entrances	EA	1	\$ 2,100.00	\$ 2,100.00
Dust Control	EA	1	\$ 625.00	\$ 625.00	Dust Control	EA	1	\$ 1,500.00	\$ 1,500.00	Dust Control	EA	1	\$ 5,000.00	\$ 5,000.00
Turbidity Curtain	EA	1	\$ 1,875.00	\$ 1,875.00	Turbidity Curtain	EA	1	\$ 4,910.00	\$ 4,910.00	Turbidity Curtain	EA	1	\$ 1,500.00	\$ 1,500.00
Type - C Silt Fence (single row)	LF	115	\$ 5.00	\$ 575.00	Type - C Silt Fence (single row)	LF	115	\$ 8.15	\$ 937.25	Type - C Silt Fence (single row)	LF	115	\$ 1.60	\$ 184.00
Type - C Silt Fence (double row)	LF	1,161	\$ 8.13	\$ 9,438.93	Type - C Silt Fence (double row)	LF	1,161	\$ 13.25	\$ 15,383.25	Type - C Silt Fence (double row)	LF	1,161	\$ 2.85	\$ 3,308.85
Inlet Protection	EA	1	\$ 281.25	\$ 281.25	Inlet Protection	EA	1	\$ 878.00	\$ 878.00	Inlet Protection	EA	1	\$ 325.00	\$ 325.00
Coir Erosion Matting (Mb)	SF	5,027	\$ 0.69	\$ 3,468.63	Coir Erosion Matting (Mb)	SF	5,027	\$ 5.75	\$ 28,905.25	Coir Erosion Matting (Mb)	SF	5,027	\$ 0.19	\$ 955.13
Earthwork (See Supplement for Detailed Breakdown)					Earthwork (See Supplement for Detailed Breakdown)					Earthwork (See Supplement for Detailed Breakdown)				
Clearing and Grubbing	AC	0.38	\$ 8,223.68	\$ 3,125.00	Clearing and Grubbing	AC	0.38	\$ 25,000.00	\$ 9,500.00	Clearing and Grubbing	AC	0.38	\$ 20,000.00	\$ 7,600.00
Tree Removal	EA	8	\$ 562.50	\$ 4,500.00	Tree Removal	EA	8	\$ 1,575.00	\$ 12,600.00	Tree Removal	EA	8	\$ 310.00	\$ 2,480.00
Excavation	CY	2,850	\$ 30.00	\$ 85,500.00	Excavation	CY	2,850	\$ 20.00	\$ 57,000.00	Excavation	CY	2,850	\$ 52.00	\$ 148,200.00
Soil Haul Offsite	CY	2,850	\$ 43.13	\$ 122,920.50	Soil Haul Offsite	CY	2,850	\$ 45.00	\$ 128,250.00	Soil Haul Offsite	CY	2,850	\$ 65.00	\$ 185,250.00
Pond Draining	EA	1	\$ 3,125.00	\$ 3,125.00	Pond Draining	EA	1	\$ 7,500.00	\$ 7,500.00	Pond Draining	EA	1	\$ 38,000.00	\$ 38,000.00
Final Grading and Planting Prep (Ds3)	AC	0.12	\$ 3,125.00	\$ 375.00	Final Grading and Planting Prep (Ds3)	AC	0.12	\$ 2,500.00	\$ 300.00	Final Grading and Planting Prep (Ds3)	AC	0.12	\$ 48,000.00	\$ 5,760.00
Pumped Water Filter Bag	EA	2	\$ 1,028.00	\$ 2,056.00	Pumped Water Filter Bag	EA	2	\$ 5,150.00	\$ 10,300.00	Pumped Water Filter Bag	EA	2	\$ 2,000.00	\$ 4,000.00
Vegetation					Vegetation					Vegetation				
Permanent Vegetation Seeding (Ds3)	AC	0.65	\$ 6,875.00	\$ 4,468.75	Permanent Vegetation Seeding (Ds3)	AC	0.65	\$ 8,846.15	\$ 5,750.00	Permanent Vegetation Seeding (Ds3)	AC	0.65	\$ 2,500.00	\$ 1,625.00
Oakleaf Hydrangea (1 Gal)	EA	166	\$ 60.94	\$ 10,116.04	Oakleaf Hydrangea (1 Gal)	EA	166	\$ 60.00	\$ 9,960.00	Oakleaf Hydrangea (1 Gal)	EA	166	\$ 86.00	\$ 14,276.00
Swamp Azelea (1 Gal)	EA	166	\$ 73.44	\$ 12,191.04	Swamp Azelea (1 Gal)	EA	166	\$ 60.00	\$ 9,960.00	Swamp Azelea (1 Gal)	EA	166	\$ 98.00	\$ 16,268.00
Miscellaneous Items					Miscellaneous Items					Miscellaneous Items				
As-Built Survey	LS	1	\$ 5,625.00	\$ 5,625.00	As-Built Survey	LS	1	\$ 14,000.00	\$ 14,000.00	As-Built Survey	LS	1	\$ 15,000.00	\$ 15,000.00
Misc. Construction	LS	1	\$ 20,000.00	\$ 20,000.00	Misc. Construction	LS	1	\$ 20,000.00	\$ 20,000.00	Misc. Construction	LS	1	\$ 20,000.00	\$ 20,000.00
Concrete Sidewalk (Alpharetta Sidewalk 902)	SF	3,000	\$ 11.25	\$ 33,750.00	Concrete Sidewalk (Alpharetta Sidewalk 902)	SF	3,000	\$ 8.00	\$ 24,000.00	Concrete Sidewalk (Alpharetta Sidewalk 902)	SF	3,000	\$ 18.00	\$ 54,000.00
Wooden Fencing Remove and Replace in kind	LF	20	\$ 93.75	\$ 1,875.00	Wooden Fencing Remove and Replace in kind	LF	20	\$ 120.00	\$ 2,400.00	Wooden Fencing Remove and Replace in kind	LF	20	\$ 110.00	\$ 2,200.00
			Grand Total	\$ 382,359.89				Grand Total	\$ 393,783.75				Grand Total	\$ 648,861.98



STAFF REPORT

Department: Legal
Submitted By: Lauren Shapiro
Meeting Date: May 5, 2025

AGENDA ITEM:

Contract Approval: Old Milton Parkway Right of Way Maintenance

Consideration of approval of a Right of Way Maintenance Agreement with the Georgia Department of Transportation regarding Old Milton Parkway Project ID# 0017187 and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve a Right of Way Maintenance Agreement with the Georgia Department of Transportation regarding Old Milton Parkway Project ID# 0017187 and authorize the Mayor to execute all necessary documents.

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:

If approved, this agreement will allow the City to complete maintenance work within Georgia Department of Transportation (GDOT) right of way. Additionally, the city will bear costs and liability for said maintenance, as defined in the agreement, and includes things such as: turf mowing and trimming, plant pruning, weeds control, and litter and debris removal.

There is no fiscal impact to enter into this agreement, however there will be impact associated with the maintenance. This will be brought for approval as a different item, and funding is available for the work.

ALTERNATIVES:

Defer the item to a future City Council agenda.

ATTACHMENTS:

1. Alpharetta - PI 0017187 - GDOT Mowing and Maintenance Agreement

RIGHT OF WAY MAINTENANCE AGREEMENT

by and between the

GEORGIA DEPARTMENT OF TRANSPORTATION

AND

City of Alpharetta

for

PROJECT ID # 0017187

STATE ROUTE: 012000, MP 10.11 to MP 12.05

THIS AGREEMENT is made and entered into on _____ (“Effective Date”) by and between the Georgia Department of Transportation, an agency of the State of Georgia, hereinafter referred to as the “**DEPARTMENT**” or “**GDOT**”, and **City of Alpharetta**, hereinafter referred to as “**LOCAL GOVERNMENT**” (the **DEPARTMENT** and **LOCAL GOVERNMENT** are sometimes referred to herein individually as a “Party” and collectively as the “Parties”).

WHEREAS, the **DEPARTMENT** desires to enter into a partnership with the **LOCAL GOVERNMENT** to perform certain services relating to maintenance within the **DEPARTMENT**’s right-of-way, such work hereinafter referred to as the “**MAINTENANCE WORK**”, the specific activities for which are set forth in **Exhibit A, DETAILED MAINTENANCE WORK PLAN**; and

WHEREAS, the **LOCAL GOVERNMENT** has represented to the **DEPARTMENT** that it shall bear all costs and liability associated with the **MAINTENANCE WORK**; and

WHEREAS, the **LOCAL GOVERNMENT** has represented to the **DEPARTMENT** that it is qualified and experienced to perform or cause to be performed the **MAINTENANCE WORK** and the **DEPARTMENT** has relied upon such representation.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants as herein contained, it is agreed by and between the Parties hereto that:

ARTICLE I

SCOPE OF MAINTENANCE WORK

The **DEPARTMENT** authorizes the **LOCAL GOVERNMENT** to perform or cause to be performed, the **MAINTENANCE WORK** consisting of certain services related to maintaining that portion of the **DEPARTMENT**’s right-of-way on state route SR 120 FROM NORTH POINT PKWY TO KIMBALL BRIDGE ROAD between milepost 10.11 and 12.05 (“**MAINTENANCE WORK AREA**”). This Agreement does not provide the **LOCAL GOVERNMENT**, by implication or otherwise, any right, title or interest in or to the **DEPARTMENT**’s right-of-way in general nor to the **MAINTENANCE WORK AREA** specifically, except the right to conduct the **MAINTENANCE WORK** set forth in the **DETAILED**

MAINTENANCE WORK PLAN (Exhibit A) and in accordance with the terms and conditions of this Agreement.

The duties and responsibilities of the **LOCAL GOVERNMENT** for the **MAINTENANCE WORK** are set forth in **Exhibit A**, which is attached hereto and incorporated by reference as if fully set out herein. The **DEPARTMENT** grants the **LOCAL GOVERNMENT** the right to maintain the **MAINTENANCE WORK AREA**, which is located in Fulton County, as may be more particularly described in **Exhibit A**.

The **LOCAL GOVERNMENT** shall abide by the Federal Manual of Uniform Traffic Control Devices (MUTCD) standards, current edition, for temporary traffic control and the applicable standards for all **MAINTENANCE WORK** activities. Equipment or materials utilized for the **MAINTENANCE WORK** must be moved on or across a traveled right-of-way in a manner so as not to unduly interfere with traffic.

Should the **LOCAL GOVERNMENT** desire that the **MAINTENANCE WORK** be performed by a third party on its behalf, the **LOCAL GOVERNMENT** and the third party shall enter into a separate agreement, whereby the **LOCAL GOVERNMENT** shall assume all responsibility for repayment to the third party for the **MAINTENANCE WORK**, or portions thereof, rendered in accordance with **Exhibit A**. The agreement between the **LOCAL GOVERNMENT** and any third party, shall meet all operational and administrative requirements, including the provision of liability insurance, as set forth in this Agreement. All liability associated with the **MAINTENANCE WORK** shall be borne by the **LOCAL GOVERNMENT** and any third parties, as set forth in Article VIII, herein.

In the event the **LOCAL GOVERNMENT** desires to perform any component of the **MAINTENANCE WORK**, including significant landscaping, installation or significant repair of fencing/site furnishings/murals/signs/walls/lighting, or any other activities that may interfere with traffic or pedestrian flow within the **MAINTENANCE WORK AREA**, the **LOCAL GOVERNMENT** understands and agrees that, prior to performance of the **MAINTENANCE WORK**, it shall notify the appropriate **DEPARTMENT** district office in which the **MAINTENANCE WORK AREA** is located and obtain a traffic interruption report form, which it must complete and submit to TrafficInterruptionReports@dot.ga.gov for the **DEPARTMENT**'s approval, or as otherwise instructed by the **DEPARTMENT** district office.

ARTICLE II

EXECUTION OF AGREEMENT AND AUTHORIZATION

TIME OF PERFORMANCE

The **LOCAL GOVERNMENT** shall begin the **MAINTENANCE WORK** either (i) immediately after receiving an executed copy of the Agreement or (ii) upon completion of the construction project, PROJECT ID #0017187, unless noted otherwise in **Exhibit A**.

The duration of this Agreement shall be for fifty years from the Effective Date unless terminated sooner by the **DEPARTMENT** or the **LOCAL GOVERNMENT**.

ARTICLE III

SUBSTANTIAL CHANGES

If any Party desires to alter the scope, character or complexity of the **MAINTENANCE WORK**, a supplemental agreement shall first be executed between the Parties. It is understood, however, that the **LOCAL GOVERNMENT** shall not engage in any activities or conduct any work which would be considered to be outside the scope of the **MAINTENANCE WORK** authorized by the **DEPARTMENT** pursuant to this Agreement. Minor changes in the **MAINTENANCE WORK** which do not involve

increased compensation, extensions of time, or changes in the goals and objectives of the **MAINTENANCE WORK** may be made by written notification of such change by any Party with prior written approval by the other Party.

ARTICLE IV ASSIGNMENT

It is understood by the **LOCAL GOVERNMENT** that the **MAINTENANCE WORK**, or any component thereof, is considered personal and, except as provided for in Article I, the **LOCAL GOVERNMENT** agrees not to assign, sublet or transfer any or all of their interest in this Agreement without prior written approval of the **DEPARTMENT**.

ARTICLE V CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in **Fulton** County, Georgia, without reference to its choice of law doctrine, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia. Any litigation arising out of this Agreement shall be commenced within the State of Georgia. The foregoing provisions shall not be construed as waiving any immunity to suit or liability, including without limitation, sovereign immunity which may be available to the **DEPARTMENT**.

ARTICLE VI INSURANCE

1. It is understood that the **LOCAL GOVERNMENT** (indicate by checking which is applicable):

☐ is self-insured.

OR

☒ shall obtain coverage from a private insurance company or cause its consultant/contractor to obtain coverage in the minimum insurance amounts indicated below in this ARTICLE VI.

Prior to beginning the **MAINTENANCE WORK**, a copy of the certificate(s) of insurance and endorsement page(s) in at least the minimum amounts of insurance indicated below in Section 2 of this Article VI of the Agreement shall be furnished to the **DEPARTMENT**.

2. Minimum Amounts. The following minimum amounts of insurance coverage from insurers rated at least A- by A.M. Best's and licensed and registered to do business in the State of Georgia:
- (a) Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
 - (b) Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. The **DEPARTMENT** shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.
 - (c) The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Agreement. Failure to procure and maintain the insurance coverages as set forth above shall be considered a default and cause for termination of this Agreement and, if applicable, forfeiture of the Performance and Payment Bonds.
 - (d) Excess liability coverage. To achieve the appropriate coverage levels set forth in this Article, a combination of a specific policy written with an umbrella policy covering

liabilities above stated limits is acceptable.

3. The **LOCAL GOVERNMENT** shall furnish upon request to the **DEPARTMENT**, certificates of insurance evidencing such coverage. The insurance certificate must provide the following:
 - i. Name, address, signature and telephone number of authorized agents.
 - ii. Name and address of insured.
 - iii. Name of Insurance Company.
 - iv. Description of coverage in standard terminology.
 - v. Policy number, policy period and limits of liability.
 - vi. Name and address of **DEPARTMENT** as certificate holder.
 - vii. Thirty (30) day notice of cancellation.
 - viii. Details of any special policy exclusions, if applicable.
4. The **LOCAL GOVERNMENT** shall, at least fifteen (15) days prior to the expiration date or dates of expiring policies, deposit certified copies of renewal, or new policies, or other acceptable evidence of insurance with the **DEPARTMENT**.
5. Waiver of Subrogation. There is no waiver of subrogation rights by either Party with respect to insurance.

ARTICLE VII COMPENSATION

It is agreed that the **LOCAL GOVERNMENT** shall conduct all **MAINTENANCE WORK** at no cost to the **DEPARTMENT**, and without compensation from the **DEPARTMENT**. It is further agreed that any and all issues relating to compensation and payment shall be resolved by and between the **LOCAL GOVERNMENT** and any successors, subcontractors, or assigns thereto.

The **DEPARTMENT** and the **LOCAL GOVERNMENT** further agree that, should the **DEPARTMENT** be required to conduct any inspections and/or supervision of the **MAINTENANCE WORK** beyond that which would normally occur in the ordinary course of the **DEPARTMENT's** maintenance activities, the **LOCAL GOVERNMENT** shall reimburse the **DEPARTMENT** for such inspection and supervision. The rate of reimbursement for the **DEPARTMENT's** inspection and supervision shall in no case exceed a rate determined to be reasonable by the Parties.

Should the **LOCAL GOVERNMENT** and the **DEPARTMENT** desire to change this Agreement at a later date to provide for compensation to the **LOCAL GOVERNMENT**, or any successors or assigns thereto, such change shall only be permitted by a supplemental agreement as set forth in Article III herein. Any supplemental agreements involving compensation shall be subject to **DEPARTMENT** review and approval.

ARTICLE VIII RESPONSIBILITY FOR CLAIMS AND LIABILITY LOCAL GOVERNMENT NOT AGENT OF DEPARTMENT

To the extent allowed by law, the **LOCAL GOVERNMENT** and all successors and assigns thereto, shall save harmless the **DEPARTMENT**, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the performance of the **MAINTENANCE WORK** under this Agreement, or due to any breach of this Agreement by the **LOCAL GOVERNMENT**, except to

the extent of harm caused by the **DEPARTMENT** or its agents. These indemnities shall not be limited by reason of the listing of any insurance coverage.

The **LOCAL GOVERNMENT** further agrees that it shall be fully responsible for injury or damage to landscaping, landscape related items, and any other non-standard and decorative elements previously installed by or for the **LOCAL GOVERNMENT** within the right-of-way, and for any damage to the **DEPARTMENT's** signs, structures, or roadway fixtures, if the **LOCAL GOVERNMENT** caused the damage.

It is further understood and agreed that the **LOCAL GOVERNMENT**, or any successor or assigns thereto, in the conduct of any component of the **MAINTENANCE WORK**, shall not be considered the agent of the **DEPARTMENT** or of the State of Georgia.

ARTICLE IX TERMINATION OF CONTRACT

The **DEPARTMENT** may terminate this Agreement for just cause or convenience at any time by giving the **LOCAL GOVERNMENT** at least thirty (30) days prior written notice of its intent to terminate, unless there is imminent or serious danger to the public health, safety, or welfare or to property, in which case termination shall be immediate. Upon receipt of such notice of termination, the **LOCAL GOVERNMENT** shall discontinue and cause all **MAINTENANCE WORK** under this Agreement to terminate upon the date specified in the said notice. In the event of such termination, the **DEPARTMENT** shall be paid for any amounts as may be due it as specified in Article VII up to and including the specified date of termination.

The **LOCAL GOVERNMENT** shall have the right to terminate this Agreement at any time by giving the **DEPARTMENT** at least thirty (30) days advance written notice, provided that the **DEPARTMENT** is reimbursed in full for all services rendered pursuant to Article VII. Termination initiated by the **LOCAL GOVERNMENT** shall be contingent upon the following, if applicable:

- (a) The **LOCAL GOVERNMENT**, at the discretion of the **DEPARTMENT**, removing the planted landscaping, landscape related items, and any other non-standard and decorative elements that were installed by or for the **LOCAL GOVERNMENT** at no cost to the **DEPARTMENT**.
- (b) The **LOCAL GOVERNMENT** restoring the removed landscape areas to their original condition or a condition that meets federal standards and is acceptable to the **DEPARTMENT**.
- (c) The **LOCAL GOVERNMENT** restoring the removed non-standard and decorative elements with standard **DEPARTMENT** elements that meet federal and state requirements.
- (d) The **LOCAL GOVERNMENT** reimbursing the **DEPARTMENT** in full any state and/or federal funds used to purchase and install the landscaping, landscape related items, and other non-standard and decorative elements that are no longer to be maintained by the **LOCAL GOVERNMENT**.

The **DEPARTMENT** and the **LOCAL GOVERNMENT** agree that should the **LOCAL GOVERNMENT** fail to perform the **MAINTENANCE WORK** as set forth in **Exhibit A**, the **DEPARTMENT** may require the **LOCAL GOVERNMENT** to remove, restore, and reimburse according to items "a", "b", "c", and "d" above, as applicable, and then terminate the Agreement.

ARTICLE X COMPLIANCE WITH APPLICABLE LAW

The undersigned certify that:

1. This Agreement is subject to applicable state and federal laws, standards, and rules and regulations.

2. The provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State Employees and Officials Trading with the State have been complied with in full.
3. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full.

ARTICLE XI MISCELLANEOUS

1. **NON-WAIVER.** No failure of either Party to exercise any right or power given to such Party under this Agreement, or to insist upon strict compliance by the other Party with the provisions of this Agreement, and no custom or practice of either Party at variance with the terms and conditions of this Agreement, will constitute a waiver of either Party's right to demand exact and strict compliance by the other Party with the terms and conditions of this Agreement.
2. **NO THIRD-PARTY BENEFICIARIES.** Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.
3. **SOVEREIGN IMMUNITY.** Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions under the Georgia Constitution.
4. **CONTINUITY.** Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the Parties and the successors and assigns of the Parties.
5. **WHEREAS CLAUSE AND EXHIBITS.** The Whereas Clauses and Exhibits hereto are a part of this Agreement and are incorporated herein by reference.
6. **SEVERABILITY.** If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
7. **CAPTIONS.** The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.
8. **INTERPRETATION.** Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall 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 agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.
9. Pursuant to O.C.G.A. Sec. 50-5-85, the **LOCAL GOVERNMENT** hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.
10. **ENTIRE AGREEMENT.** This Agreement supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either Party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or

changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.

**THIS PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES ON THE FOLLOWING PAGE.**

IN WITNESS WHEREOF, said Parties have hereunto set their hand and affixed their seals the day and year above first written.

GEORGIA DEPARTMENT OF TRANSPORTATION

Commissioner or designee

ATTEST:

Treasurer

LOCAL GOVERNMENT:

_____(Seal)

Name and Title: _____

ATTEST:

Name and Title: _____

EXHIBIT A

MAINTENANCE WORK PLAN

As provided in Article II of this Agreement, the **LOCAL GOVERNMENT** shall begin the **MAINTENANCE WORK** upon completion of the construction project, PROJECT ID #0017187, and receipt of a notice to proceed from the **DEPARTMENT**.

The **LOCAL GOVERNMENT** shall abide by the Federal Manual of Uniform Traffic Control Devices (MUTCD) standards, current edition, for temporary traffic control and the applicable standards for all **MAINTENANCE WORK** activities. Equipment or materials utilized for the **MAINTENANCE WORK** must be moved on or across a traveled right-of-way in a manner so as not to unduly interfere with traffic.

MAINTENANCE WORK shall include the following services related to maintaining the **MAINTENANCE WORK AREA**:

Turf Mowing and Trimming

- Maintain a neat appearance and clear sightlines for pedestrian and vehicular traffic

Pruning

- Remove dead or diseased planted vegetation
- Prune trees, shrubs and ground covers to maintain the health of the plants and to maintain in the intended design character of the plant
- Prune as needed to maintain visibility of street and traffic signs
- Prune to maintain needed sightlines as required for safe traffic operations at intersections and other traffic junctions
- Prune according to standards of the American National Standards Institute

Weed Control

- Maintain right of way free of weeds, exotic and invasive pest plants, undesired vegetation, and other noxious weeds
- Weed control will be accomplished through the use of pre-emergent and post-emergent herbicides as well as by hand-weeding and mechanical means
- Herbicides are to be applied according to the product label and under the supervision of a certified applicator licensed by the State of Georgia

Litter and Debris Removal

- Completely remove all litter and debris on a periodic basis throughout the year
- Dispose of litter and debris in accordance with local and state laws



CITY COUNCIL STAFF REPORT

Department: Community Development

Submitted By: Kathi Cook

Prepared By: Michael Woodman

Meeting Date: April 28, 2025

AGENDA ITEM: PH-25-04 JOHN C. WEATHERFORD HOUSE/193 CANTON STREET - HISTORIC DESIGNATION

The applicant, Chris Davis, requests consideration of a public hearing in order to designate a structure as historic. Conditions of zoning require that the John C. Weatherford House be saved, restored, and designated as historic under the City's Historic Preservation Incentive Ordinance. The subject property is located at 193 Canton Street at the southeast corner of Mayfield Road and Canton Street.

This item was considered at the April 17, 2025 Historic Preservation Commission meeting. There were no public comments. After discussion, the Commission recommended approval. Vote 5-0

STAFF RECOMMENDATION:

Approve PH-25-04 John C. Weatherford House/193 Canton Street – Historic Designation.

ITEM DESCRIPTION:

The submitted request, if approved, would move the property from the Contributing Historic Buildings Inventory to the Designated Historic Buildings Inventory as outlined in the City's Historic Preservation Incentive Ordinance. The property was approved for a comprehensive land use plan amendment, rezoning and variance on May 24, 2021, to allow a 17-lot single-family detached subdivision on 2.4 acres in the Downtown. The proposed development, referred to as Hudson Park, included saving and restoring the John C. Weatherford House for use as a residence or office. The subject property is located at 193 Canton Street at the southeast corner of Mayfield Road and Canton Street.

The John C. Weatherford House was constructed sometime between 1910 and 1920 and is approximately 105-115 years old. The structure is approximately 2,786 square feet and was constructed in the Folk Victorian style. According to *Alpharetta, Milton County – the Early Years*, John C. Weatherford operated a dairy farm on the property. The property played host to an unusual attraction with Homer Weatherford, younger son of John C. Weatherford, and his wife Annie Tucker Weatherford having charged one dollar (\$1) per person to view a two-headed calf in a barn on the property.

CRITERIA FOR DESIGNATION OF A HISTORIC PROPERTY

In order to be designated a historic property, the property must be an individual building, structure or parcel of land that meets the following criteria:

- a. Is of historic, cultural, aesthetic or architectural significance to the City, the region, the State, or the nation;
- or

Response: The John C. Weatherford House was constructed sometime between 1910 and 1920 and is approximately 105-115 years old. The structure is approximately 2,786 square feet and was constructed in the Folk Victorian style.

b. Possesses historic integrity (in terms of its location, design, setting, materials, workmanship, feeling, and association) for all periods related to the significance of the property; and

Response: The Alpharetta & Old Milton County Historical Society recognized the significance of the John C. Weatherford House by recommending the structure's inclusion on the City's Historic Resources Inventory – Contributing Historic Buildings.

c. Is deemed worthy of preservation (and the benefits available due to such status) by reason of value to the City, the region, the State, or the nation for one or more of the following reasons:

- i. It is an outstanding example of a building representative of its era and over 75 years old;
- ii. It is one of the few remaining examples of a past architectural style or type and over 75 years old; or
- iii. It is a place associated with an event or person(s) of historic or cultural significance to the City, the region, the State, or the nation and over 75 years old.

Response: The John C. Weatherford House was constructed sometime between 1910 and 1920 and is approximately 105-115 years old. The structure is approximately 2,786 square feet and was constructed in the Folk Victorian style.

CONCURRENCES

Staff has reviewed the applicant's proposal against the established review criteria for a historic designation. The proposal meets the criteria for historic designation.

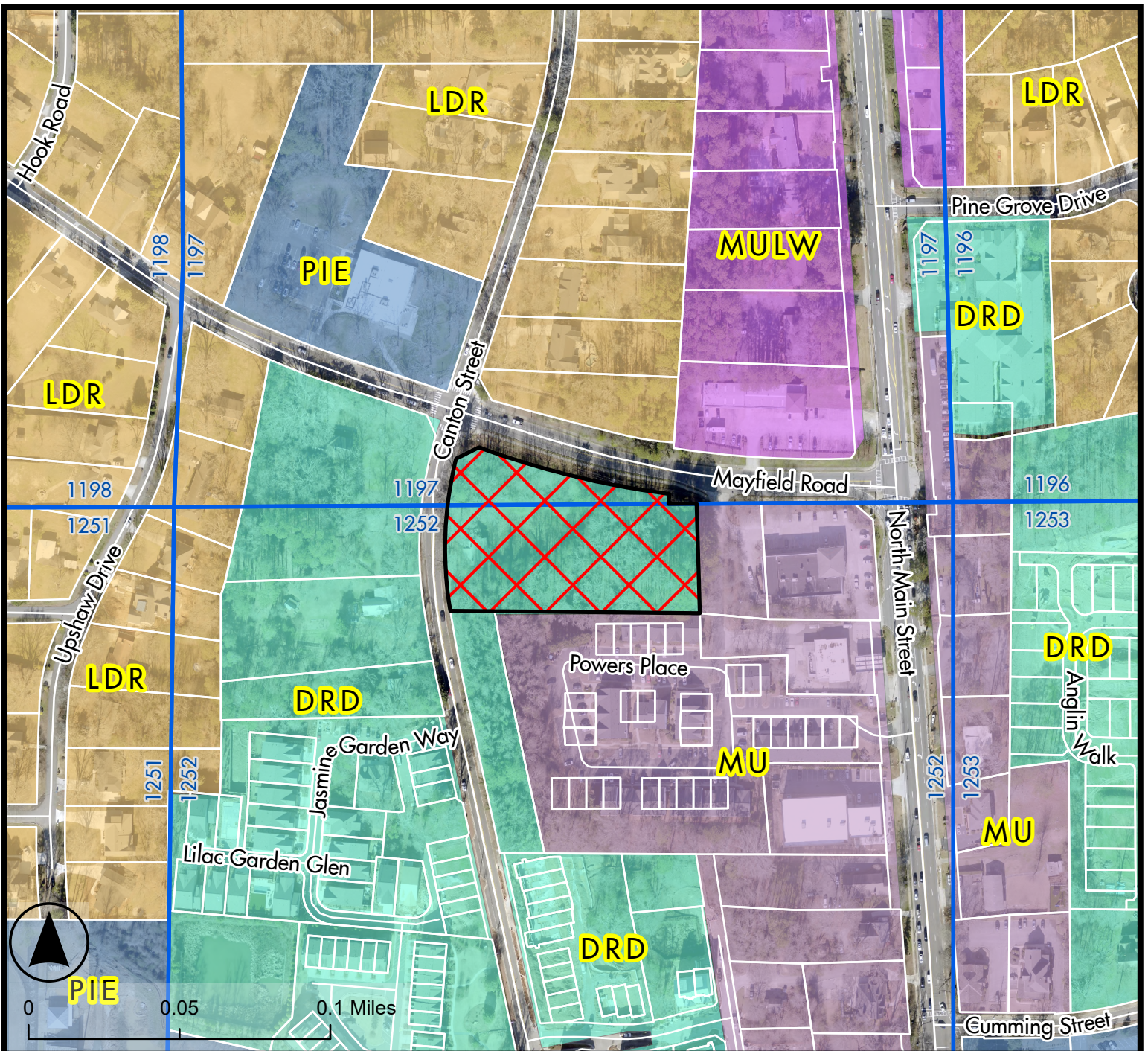
CITIZEN PARTICIPATION PLAN

The report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that comments were received at the March 12th CZIM meeting. Comments pertained to the design of the structure, including matching windows, maintaining the front porch, ornamental elements on the roof, and front porch columns.

COMMUNITY ZONING INFORMATION MEETING

CZIM was held on March 12, 2025. There were no public comments.

ATTACHMENTS:
• Map Series • Ordinance • Historical Excerpts • CZIM • Citizen Part B • Application



Legend

PH-25-04

Land Lots

Tax Parcels

Alpharetta City Limits

Future Land Use 2040

Downtown Residential Density

Low Density Residential

Mixed Use

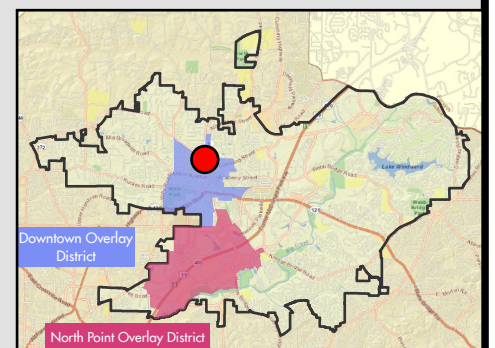
Mixed Use Live Work

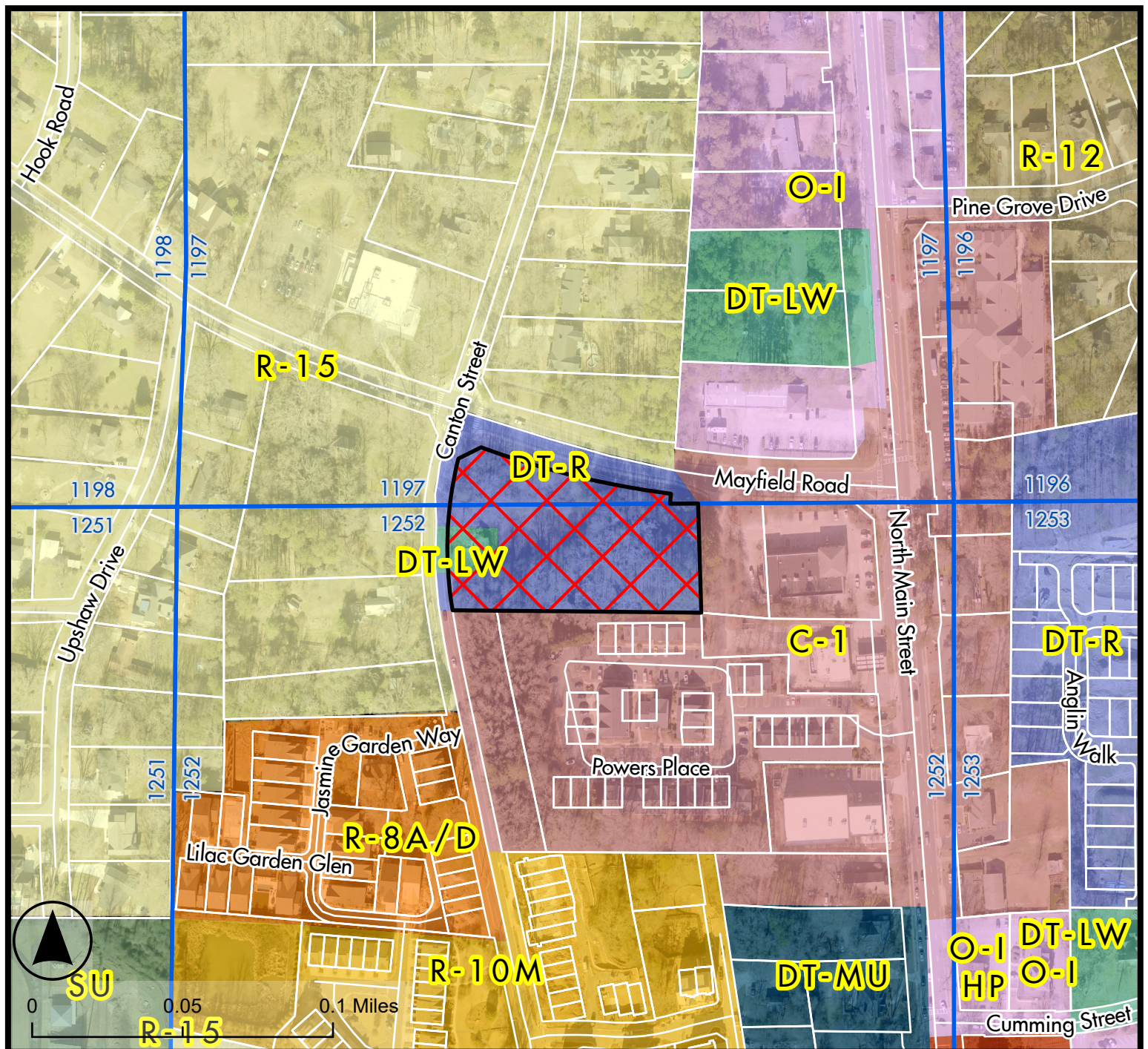
Public, Institutional, Education

Future Land Use Map Weatherford House Historic Designation

PH-25-04

D/LL: 2/2/1252





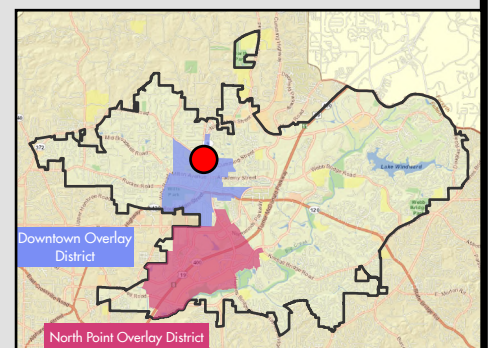
Zoning Map

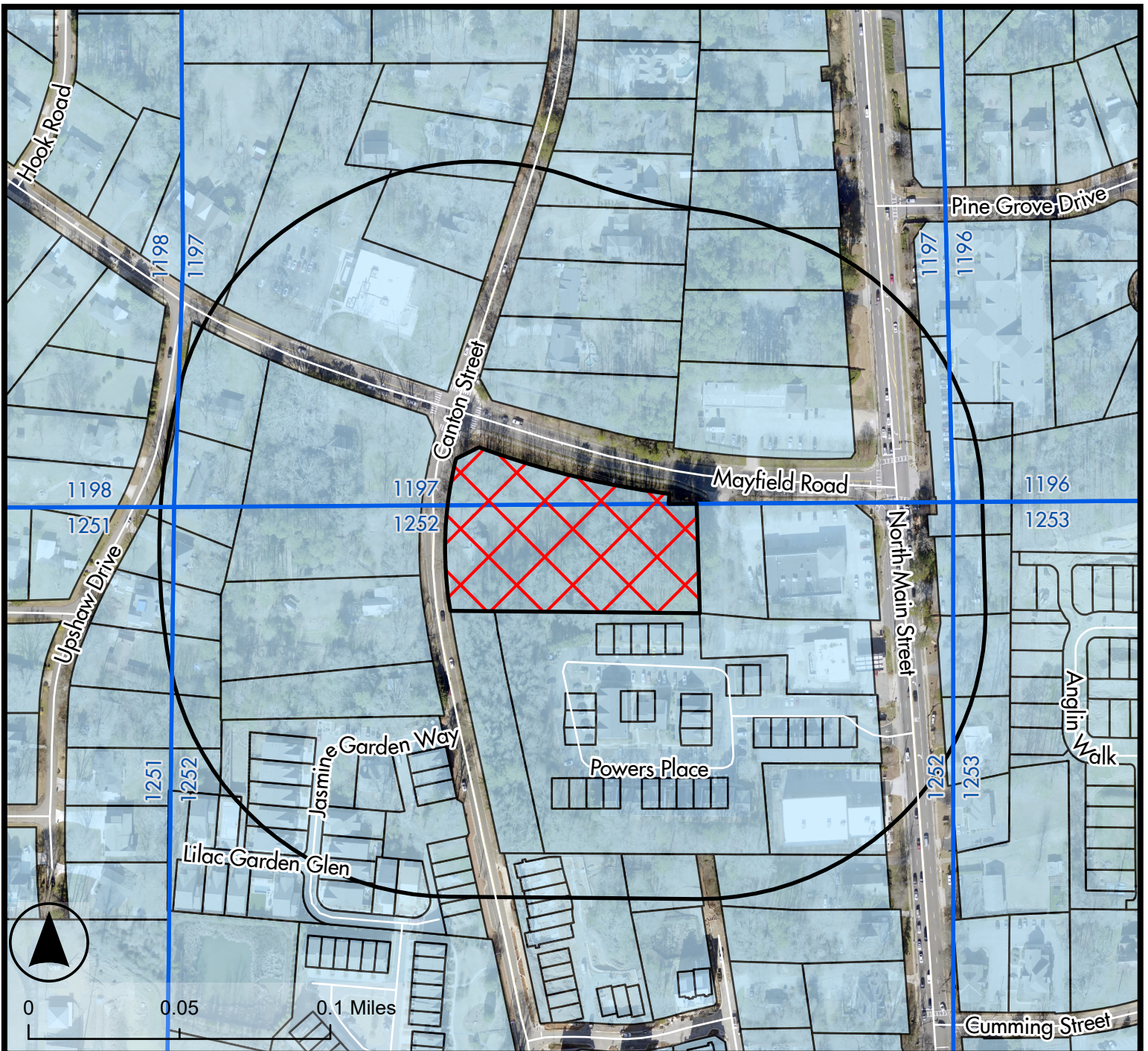
Weatherford House Historic Designation

PH-25-04

D/LL: 2/2/1252

- Legend**
- PH-25-04
 - Land Lots
 - Tax Parcels
 - Alpharetta City Limits
 - Zoning District**
 - C-1 Neighborhood Commercial
 - General Commercial
 - DT-LW Downtown Live Work
 - DT-MU Downtown Mixed Use
 - DT-R Downtown Residential
 - O-I Office Institutional
 - R-10M Multi Family Residential (HDR)
 - R-12 Single Family Detached Residential
 - R-15 Single Family Detached Residential
 - R-8A/D Single Family Attached/Detached Residential
 - SU Special Use





Legend

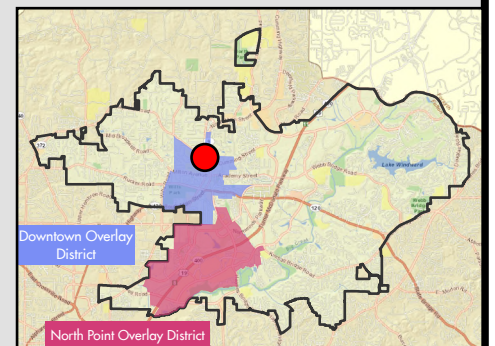
-  PH-25-04
-  Land Lots
-  Tax Parcels
-  500 ft Buffer
-  Alpharetta City Limits

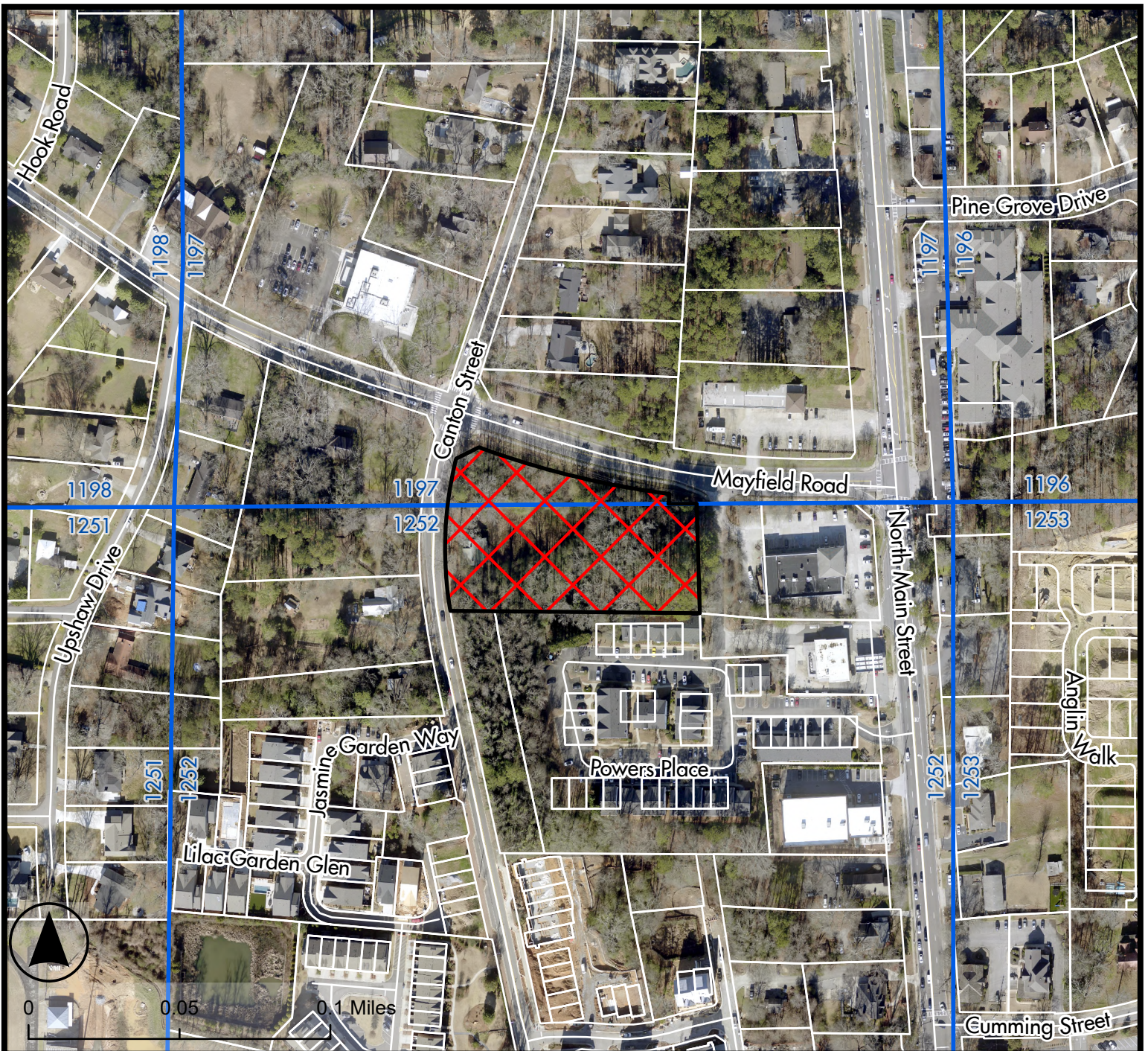
Location Map

Weatherford House Historic Designation

PH-25-04

D/LL: 2/2/1252





Legend

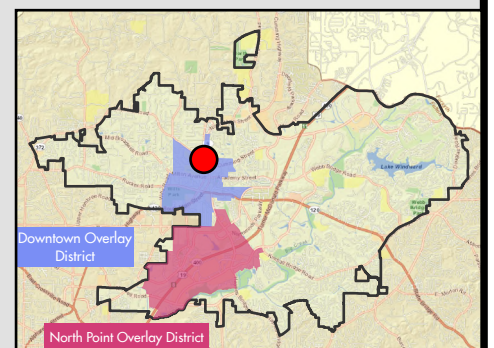
-  PH-25-04
-  Land Lots
-  Tax Parcels
-  Alpharetta City Limits

Aerial Map

Weatherford House Historic Designation

PH-25-04

D/LL: 2/2/1252





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 ADD THE JOHN C. WEATHERFORD HOUSE TO APPENDIX B: HISTORIC RESOURCES INVENTORY – DESIGNATED HISTORIC BUILDINGS; 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, Appendix B titled “Historic Resources Inventory – Designated Historic Buildings” 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 May ____.

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

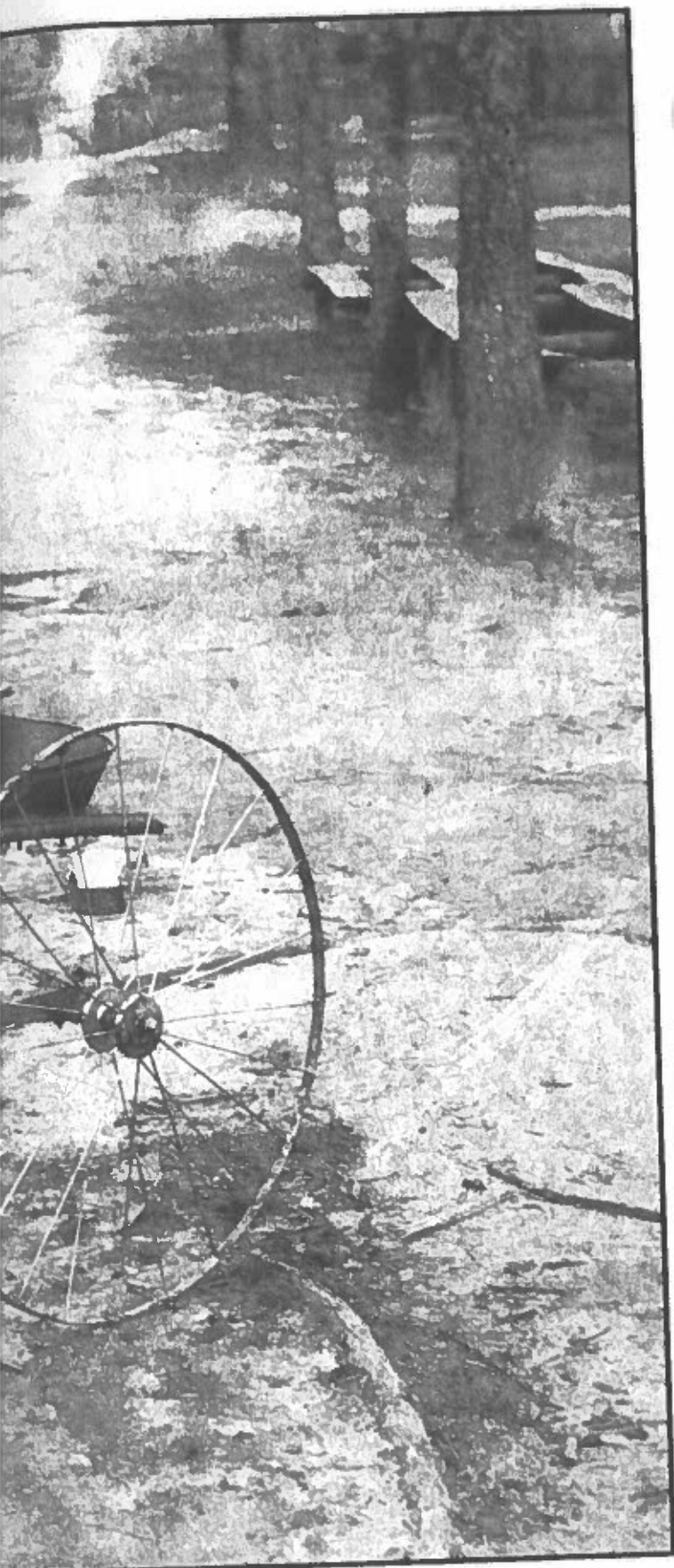
[INSERT ATTORNEY], City Attorney

Exhibit "A"

APPENDIX B HISTORIC RESOURCES INVENTORY—DESIGNATED HISTORIC BUILDINGS

Address	Description	Property Owner
10 Cumming St.	R.D. Manning House	Properties of Duffy, LLC.
40 Cumming St.	Lewis Manning House	Taylor Morrison of Georgia, LLC.
1080 Rucker Rd.	Troy Rucker House	Millie R. Hogan
333 Milton Ave.	Farmhouse Cottage	Blaise Miller, One Ninety Three Residential Group, LLC.
0 Morris Road	Farmhouse Settlement	City of Alpharetta
150 Wills Overlook Alley (Formerly 531 South Main Street)	Earl Wood House	Morley Holdings Coffee Plantation LLC.
133 Cumming Street	Gardner House	Toriano Young & Associates, Inc.
116 North Main Street	Dr. J.L. Morris House	116 North Main LLC
<u>193 Canton Street</u>	<u>John C. Weatherford House</u>	<u>George Jackson</u>

(Ord. No. 764, §§ 1, 2, 9-4-2018; Ord. No. 765, § 2, 9-4-2018; Ord. No. 766, § 2, 9-4-2018; Ord. No. 774, § 1(Exh. A), 4-22-2019; Ord. No. 815, § 1(Exh. A), 11-16-2020; Ord. No. 865, § 1(Exh. A), 10-16-2023; Ord. No. 866, § 1(Exh. A), 10-16-2023; Ord. No. 872, § 1(Exh. A), 5-20-2024)



Chapter 3

Leisure and Entertainment

Fun in a Country Town

Alpharetta never hosted a World's Fair or even a State Fair, but at one time people traveled miles to see the town's unusual attraction. They even paid money to see this attraction. The Weatherford family resided at the southeastern corner of Mayfield Road and Canton Street. For one dollar per person, Homer and Clara Weatherford allowed visitors to enter their barn and view their two-headed calf. But the Castleberrys, who lived on the eastern part of town, may have outdone the Weatherfords with an unusual attraction of their own. The following appeared in the *North Fulton Progress* of May 28, 1936:

*Chicken with 4 Legs
Is Owned by Local Man*

Clarence Castleberry, who lives...near the State Bridge... has a four-legged chicken of which he is very proud. To our knowledge it is the only four-legged chicken in this section. It has four legs and feet, but...uses only one leg to travel on. Otherwise it is a normal chicken.

It is not known if the Castleberrys required payment for people to see their otherwise normal chicken.

One local man made the accurate point that most children who grew up in Alpharetta in the 1950s or before had no leisure time on weekdays until their chores were completed. The nature of the chores varied by household and season. Many families, even in town, lived on what might be called today a mini-farm. When



The family of Jordan and Margaret Wills Weatherford. Top row, left to right, are Lola Francis Weatherford, Emma Estes Weatherford, Henry Weatherford, Maggie Anderson Weatherford, Lou Burgess Weatherford, and Sallie Weatherford. Adults seated, left to right, are John Francis, Dora Weatherford Francis, Jordan Weatherford, Margaret Wills Weatherford, John C. Weatherford, and Annie Tucker Weatherford. Children are, left to right, Sallie Francis, Nellie Stowe Francis, Homer Weatherford, and Herbert Weatherford. John and Annie Tucker Weatherford owned a dairy farm in Alpharetta at the southeast corner of Mayfield Road and Canton Street. (Courtesy Howard Knight)



Riding in the cart near Roswell Street are John R. Walker (far right), Kate Walker, Janet Walker, Kathleen Maxwell, and Louise Maxwell (order not known). (Courtesy Hazel Anderson Hook)



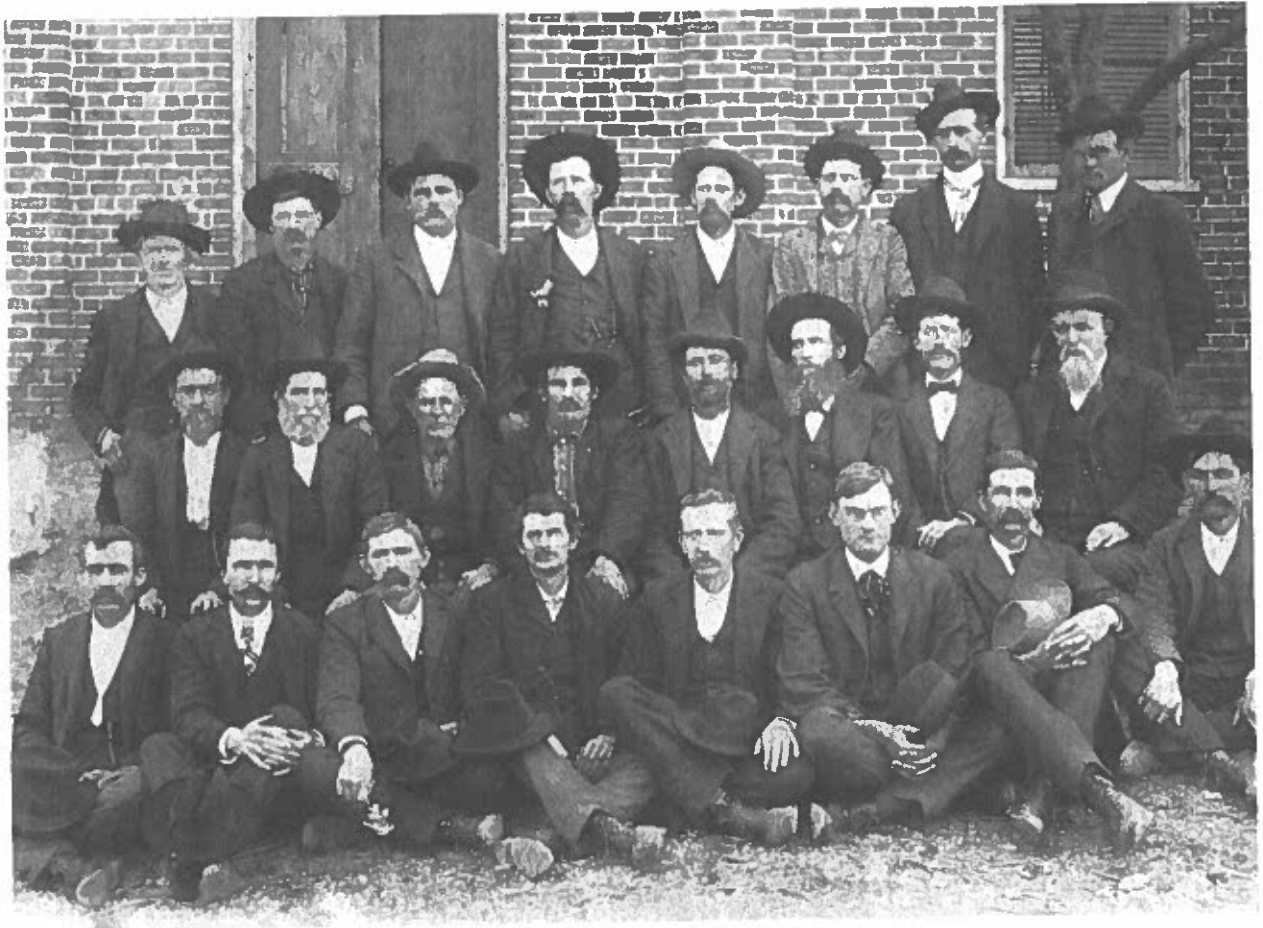
These ladies are standing on the south side of Milton Avenue with the Dodd Hotel to their left. In the background is the rear of the Oliver Building, and in the far background is the front of the courthouse. (Courtesy Coleman Reese)

O. C. Shirley was considered to be one of Alpharetta's most effective leaders. He served three terms as mayor and five terms as Milton County ordinary. Shirley was the ordinary at the time Milton County merged with Fulton County. He was born in 1855 and died in 1932, less than two months after Milton ceased to exist as a county. (Courtesy Clayton Hawkins)



Milton County grand jury, circa 1910. Front row, left to right, are Elliot Rogers, Mr. Kelly, unidentified, Jack Chambers, Granberry Broadwell, Gibb Taylor, J. T. Webb, and John C. Weatherford. Middle row, left to right, are Bob Dempsey, Bud Manning, Billie Thompson, Billie Gillespie, Alfred W. Austin, unidentified, Holland Bagwell, and Crawford Jones. Back row, left to right, are E. C. Chamblee, Joe Henry Holcombe, William T. Upshaw, Charlie B. Dorris, J. Humphrey Cowart, Warren Burgess, Ben J. Findley, and T. Taylor. (Courtesy Alpharetta Historical Society)

The Milton County Superior Court was convened twice annually by a judge from the Blue Ridge Circuit. This court dealt with crimes such as theft, robbery, assault, and murder, as well as some misdemeanors. For many residents, court week was a social event, an opportunity to visit with neighbors and to be entertained by court activities as well as by the judges. R. D. Manning spoke of a judge who had such a fondness for drink that he kept a jug of whiskey in the grand jury room. "He'd recess the court and get him a drink and then go back on the bench" (*Constitution* 17 Apr 1955). During and shortly after the Civil War, it was not uncommon to see cases involving illegal making and selling of whiskey made from grains, potatoes, sugar cane, dried fruits, and other foods. It appears the court vigorously prosecuted these cases, as food shortages existed throughout the county. Nine illegal whiskey cases were tried in the March 1865 grand jury session. A murder, three cases involving horse theft, and five cases of hog theft were also tried in that session.



Weatherford House Historic Designation

[illegible]

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: Weatherford House Historic Designation

Contact Name: George Jackson Telephone: 770-757-1429

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.

All of the comments received were in person at the CZIM meeting. None of the comments pertained to whether the home should be designated as historic but instead pertained to some design elements they would like to see included in the restoration. These included windows matching the original format, making sure there was a front porch (which there already is), ornamental elements to the roof, and having square columns rather than round ones. We are actively working on incorporating these suggestions. I did not receive any written correspondence (physical or digital) to my letter to neighbors. I know that it was delivered as I had copies sent to my own address.

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> _____ |

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: _____

Date: 3/24/2025

Print Form

February 25, 2025

George Jackson

614 Cooledge Ave NE, Atlanta, GA 30306

RE: PH-25-04 John C. Weatherford House/193 Canton Street - Historic Designation

Dear Property Owner,

Please allow this letter to serve as public notice for consideration of a request to designate the John C. Weatherford House as historic.

The property is located at 193 Canton Street and is legally described as being in Land Lots 1197 & 1252, 2nd District, 2nd Section, Fulton County, Georgia.

The Community Zoning Information Meeting (CZIM) will be held on Wednesday, March 12, 2025, at 6:00 PM in the Community Room in Alpharetta City Hall,

across from the Council Chambers, at 2 Park Plaza, Alpharetta, GA 30009. This informal meeting allows the public to view hearing requests, ask questions, and provide feedback.

This item will be considered by the Historic Preservation Commission on Thursday, April 17, 2025, at 3:00 PM, and City Council on Monday, April 28, 2025, at 6:30 PM, both held in the Council Chambers at City Hall, 2 Park Plaza, Alpharetta, GA 30009.

If you have any questions regarding the request, please contact me at your convenience. I can be reached at george.jackson@compass.com or 770-757-1429.

Sincerely,

George Jackson

HUDSON ZACHERY CLEMETH
& JENNY ROGERS
253 CANTON ST
ALPHARETTA GA 30009

JMA HOMES LLC
470 WAYT RD
ROSWELL GA 30076

CMP PROPERTIES LLC
254 N MAIN ST
ALPHARETTA GA 30009

SAMPLES JOHN D
& SAMPLES JENNIFER E
146 MAYFIELD RD
ALPHARETTA GA 30009

KINGDOM AT MAIN LLC
4561 OLDE PERIMETER WAY UNIT 710
ATLANTA GA 30346

HILLEBRANDT KARL VON
& HILLEBRANDT ANNE VON
243 CANTON ST
ALPHARETTA GA 30009

MCELROY BRIAN HUDSON
& MCELROY TAMMY LYNN
233 CANTON ST
ALPHARETTA GA 30009

CITY OF ALPHARETTA GEORGIA
2 S MAIN ST
ALPHARETTA GA 30009

FRANCIS SCHINDLER LLC
143 MAYFIELD RD
ALPHARETTA GA 30009

MAYFIELD LLC
766 BLACKFOOT TRL
SUWANEE GA 30024-1753

CITY OF ALPHARETTA
2 SOUTH MAIN ST
ALPHARETTA GA 30004

SRP SUB LLC
8665 E HARTFORD STE 200
SCOTTSDALE AZ 85255

SHAMOUN JOSEPH D JR & LINDA
161 UPSHAW DR
ALPHARETTA GA 30009

MAYFIELD LLC
766 BLACKFOOT TRL
SUWANEE GA 30024-1753

O DONNELL ROBERT J & CHERYL C
134 N MAIN ST
ALPHARETTA GA 30004-1623

BRUDDY LLC
2441 US HWY 98 W STE 108
SANTA ROSA BEACH FL 32459

JMX BRANDS PROPERTIES II LLC
3709 N LOCKWOOD RIDGE RD
SARASOTA FL 34234

COLE CV ALPHARETTA LLC
P.O. BOX 4900 DEPT 604
SCOTTSDALE AZ 85261-4900

MAYFIELD LLC
766 BLACKFOOT TRL
SUWANEE GA 30024-1753

BOBE & SNELL LLC
1095 POWERS PL
ALPHARETTA GA 30009

GUBKIN HOLDINGS LLC
210 PORTSMOUTH CT
ROSWELL GA 30076

RM BILOXI LLC
1075 POWERS PL STE B
ALPHARETTA GA 30009

JOBETH PROPERTIES LLC
305 ANNA MARIA BLVD
CLEMSON SC 29631-2183

KLAM INC
4465 PINEHOLLOW CT
ALPHARETTA GA 30022

JORDAN D WESLEY
2711 CANOPY CIR
ALPHARETTA GA 30009

JORDAN D WESLEY
2711 CANOPY CIR
ALPHARETTA GA 30009

JORDAN D WESLEY
2711 CANOPY CIR
ALPHARETTA GA 30009

FROM HAIR ON SALON L L C
1015 POWERS PL SUITE 105
ALPHARETTA GA 30009

MAIN STREET COMMONS HOLDING LLC
365 BIRCH RILL DR
ALPHARETTA GA 30022

MERIDIAN GROUP INC THE
1050 POWERS PL
ALPHARETTA GA 30004

BERMIC RPROPERTIES LLC
1040 POWERS PL
ALPHARETTA GA 30009

SBLD PROPERTIES LLC
1030 POWERS PL
ALPHARETTA GA 30004

COLLINS MARINE GROUP LLC
725 COOPER SANDY CV
MILTON GA 30004

BUTTS ROBERT R
5360 FRANKLIN GOLDMINE RD
CUMMING GA 30028

GEISEL PAMELA A
1000 POWERS PL
ALPHARETTA GA 30004

SOLLEY ROBERT A
1105 POWERS PL
ALPHARETTA GA 30004

HI RIVER PROPERTIES LLC
7917 SONATA BAY POINT
LAKE WORTH FL 33467-7067

LORVEN PROPERTIES LLC
1125 GOLDENROD LANE
SUWANEE GA 30024

MMCO PROPERTIES LLC
5005 ROXBURGH DR
ROSWELL GA 30076

MMCO PROPERTIES LLC
5005 ROXBURGH DR
ROSWELL GA 30076

VNG INVESTMENTS LLC
6038 EAGLES REST TRL
BUFORD GA 30518

EHORSE L L C
1070 POWERS PL
ALPHARETTA GA 30004

INJURY & WELLNESS
SPECIALISTS OF GEORGIA LLC
1080 POWERS PL
ALPHARETTA GA 30009

TRAIN STATION PARTNERS LLC
PO BOX 1483
ROSWELL GA 30077

ERIC S CHOFNAS PC
1100 POWERS PL
ALPHARETTA GA 30004

AB REAL ESTATE INVESTMENTS LLC
1110 POWERS PL
ALPHARETTA GA 30004

ROBERTSON SHERYL S
1120 POWERS PL
ALPHARETTA GA 30009-8359

ORGANIC SUGARING & WAXING LLC
1130 POWERS PL
ALPHARETTA GA 30009

SRISAI REALTY LLC
5755 N POINT PKWY STE 262
ALPHARETTA GA 30022

CITY OF ALPHARETTA
2 SOUTH MAIN ST
ALPHARETTA GA 30004

ALBRIGHT IDEAS LLC
159 N MAIN ST
ALPHARETTA GA 30009

SNH AL GEORGIA LLC
255 WASHINGTON ST
NEWTON MA 02458

BEATY TOM & KENDRA JEAN
211 UPSHAW DR
ALPHARETTA GA 30009

KEARCE JAMES T JR
181 UPSHAW DR
ALPHARETTA GA 30009

SCANAVINO PIERRETTE M
181 UPSHAW DR
ALPHARETTA GA 30009

LEWIS CLAUDIA B
184 CANTON ST
ALPHARETTA GA 30004-1606

COLBY KRISTEN
212 CANTON ST
ALPHARETTA GA 30009

BURGESS JOHN R SR &
BURGESS VIRGINIA P
255 CANTON ST
ALPHARETTA GA 30009

FILIPOWICZ DAVID F & LAURA
260 CANTON ST
ALPHARETTA GA 30009

MAXWELL LUKE HARRISON & LINDSAY NICOLE
151 UPSHAW DR
ALPHARETTA GA 30009

SLAPPEY E SCOTT & PAIGE H
230 JASMINE GARDEN WAY
ALPHARETTA GA 30009-3670

JEFFREY & SUSAN NEPPL
JOINT REVOCABLE TRUST THE
255 JASMINE GARDEN WAY
ALPHARETTA GA 30009

OVERS THOMAS & LORI L
275 JASMINE GARDEN WAY
ALPHARETTA GA 30009

RANDY & BARBARA JOHNSTON
REVOCABLE LIVING TRUST THE
265 JASMINE GARDEN WAY
ALPHARETTA GA 30009

BLEVINS COY & ETTA KATHARINE
245 JASMINE GARDEN WAY
ALPHARETTA GA 30009

CROSS THOMAS D & JANET E
235 JASMINE GARDEN WAY
ALPHARETTA GA 30009

RUOFF SCOTT C & DENISE E
260 JASMINE GARDEN WAY
ALPHARETTA GA 30009

BRCKA TERRY & MITTELSTAUDT LISA C
225 JASMINE GARDEN WAY
ALPHARETTA GA 30009

HOLCOMBE STANLEY &
HOLCOMBE ANNE
250 JASMINE GARDEN WAY
ALPHARETTA GA 30009

RUSHIN ANTHONY A & RUSHIN LUANN R
330 LILAC GARDEN GLN
ALPHARETTA GA 30009

BALLARD JERRI GUY
240 JASMINE GARDEN WAY
ALPHARETTA GA 30009

AUGHEY ROSANNA MARIA & JEFFREY M
144 CANTON ST
ALPHARETTA GA 30009

OI S ENG CRANDUS TRUST THE
6 N CARPENTER UNIT 5A
CHICAGO IL 60607

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MAYER GLEN J & LINDA L
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JARVIS REBECCA BROOK
& MICHAEL TODD
148 CANTON ST
ALPHARETTA GA 30009

HARKNESS JEFFREY & TRACY
220 JASMINE GARDEN WAY
ALPHARETTA GA 30009

MAIN STREET COMMONS
OFFICE PARK OWNERS ASSOCIATION INC
1102 ABBEY CT
ALPHARETTA GA 30004

KINGDOM AT MAIN LLC
4651 OLDE PERIMETER WAY UNIT 710
ATLANTA GA 30346

KIM KON & SOON JA
1160 ALPHARETTA ST
ROSWELL GA 30075

PHILLIPS ALPHARETTA LLC
830 KENNESAW AVE NW
MARIETTA GA 30060

MAX AUTO REAL ESTATE LLC
1101 MONROE ST
TOLEDO OH 43604

BROWN RITA
190 CANTON ST
ALPHARETTA GA 30004

GENERAL CONVENIENCE STORE LLC
174 N MAIN ST
ALPHARETTA GA 30009

SNH AL GEORGIA LLC
255 WASHINGTON ST
NEWTON MA 02458

SNH AL GEORGIA LLC
255 WASHINGTON ST
NEWTON MA 02458

BRIGHT JOHN M & BRIGHT KRISTIN T
132 CANTON ST
ALPHARETTA GA 30009

MC PHERSON PATRICK
& MC PHERSON MARSHA G
134 CANTON ST
ALPHARETTA GA 30009

KRAMER ROY WILLIAM
& KRAMER CELIA MOORE
136 CANTON ST
ALPHARETTA GA 30009

AURIEMMA AMY C
138 CANTON ST
ALPHARETTA GA 30009

HUDSON ANN PRICE
140 CANTON ST
ALPHARETTA GA 30009

RADLEY DANIEL G & CHERYL C
147 CANTON ST
ALPHARETTA GA 30009

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& SPENELO RHONDA DENISE
143 CANTON ST
ALPHARETTA GA 30009

DONALD A & KRISTA L DEMARINIS
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145 CANTON ST
ALPHARETTA GA 30009

DOMINO TRUST THE
141 CANTON ST UNIT 4
ALPHARETTA GA 30009

CANTON STREET COMMONS
HOMEOWNERS ASSOCIATION INC
2675 PACES FERRY RD STE 125
ATLANTA GA 30339

CANTON STREET FD
DEVELOPMENT PARTNERS LLC
91 W WIEUCA RD BLDG/STE A 2000
ATLANTA GA 30342

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY

Case #: _____

PH #: _____

☐ 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: George Jackson Telephone: 7707571429

Address: 614 Cooledge Ave NE Suite: _____

City: Atlanta State: GA Zip: 30306 Fax: _____

Mobile Tel: 770-757-1429 Email: ghjacksoniv@gmail.com

Subject Property Information:

Address: 193 Canton Street Current Zoning: DTR

District: 10 Section: _____ Land Lot: _____ Parcel ID: 22 482212520161

Proposed Zoning: DTR Current Use: Residential Dweling

This Application For *(Check All That Apply):*

- | | | |
|--|--|---|
| ☐ Conditional Use | ☐ Master Plan Amendment | ☐ Comprehensive Plan Amendment |
| ☐ Rezoning | ☐ Master Plan Review | |
| ☐ Variance | ☒ Public Hearing | |
| ☐ Exception | ☐ Other <i>(Specify):</i> | |

APPLICANT REQUEST AND INTENT

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

Development of 16 new construction homes as well as the restoration of the current dwelling on the property known as the Weatherford House

Applicant's Request (Please itemize the proposal):

Designate house on property (Weatherford House) as historic.

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

To save, restore, and designate the historic home on property known as the Weatherford House

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: George Jackson IV Telephone: 770-757-1429
Address: 614 Cooledge Ave NE Suite: _____
City: Atlanta State: GA Zip: 30306

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 <u>Historic Designation process</u> |

Property Owner's Authorized Applicant (if applicable):

Name of Authorized Applicant: Chris Davis Telephone: (404) 597-9478

Address: _____ Suite: _____

City: _____ State: _____ Zip: _____

So Sworn and Attested:

Owner Signature:  Date: 1/31/2025

Notary:

Notary Signature:  Date: 1/31/2025



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: George Jackson IV

Subject Public Hearing Case: Weatherford House COA

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: N/A

Description of Contribution: N/A Value: N/A

Description of Contribution: N/A Value: N/A

Description of Contribution: N/A Value: N/A

Description of Contribution: N/A Value: N/A

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: George Jackson IV

Date: 1/31/2025

DESIGNATION OF A HISTORIC PROPERTY

a. Is the property of historic, cultural, aesthetic or architectural significance to the City, the region, the State, or the nation; or

b. Does the property possess historic integrity (in terms of its location, design, setting, materials, workmanship, feeling, and association) for all periods related to the significance of the property; and

c. Is the property deemed worthy of preservation (and the benefits available due to such status) following reasons:

i. It is an outstanding example of a building representative of its era and over 75 years old;

ii. It is one of the few remaining examples of a past architectural style or type and over 75 years old; or

iii. Is The property a place associated with an event or person(s) of historic or cultural significance to the City, the region, the State, or the nation and over 75 years old.

- The Weatherford house is a great example of single family home architecture from the time period it was constructed in (between 1910-1920)

The Weatherford House is a great example of architecture for single family homes during the time it was originally built (1910-1920)

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: Weatherford House Historic Designation

Contact Name: George Jackson IV Telephone: 770-757-1429

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 document

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.

Letter will include email address & phone number to contact applicant with questions or concerns

HUDSON ZACHERY CLEMETH & JENNY ROGERS
253 CANTON ST
ALPHARETTA GA 30009

CITY OF ALPHARETTA
2 SOUTH MAIN ST
ALPHARETTA GA 30004

GUBKIN HOLDINGS LLC
210 PORTSMOUTH CT
ROSWELL GA 30076

JMA HOMES LLC
470 WAYT RD
ROSWELL GA 30076

SRP SUB LLC
8665 E HARTFORD STE 200
SCOTTSDALE AZ 85255

RM BILOXI LLC
1075 POWERS PL STE B
ALPHARETTA GA 30009

CMP PROPERTIES LLC
254 N MAIN ST
ALPHARETTA GA 30009

SHAMOUN JOSEPH D JR & LINDA
161 UPSHAW DR
ALPHARETTA GA 30009

JOBETH PROPERTIES LLC
305 ANNA MARIA BLVD
CLEMSON SC 29631-2183

SAMPLES JOHN D & SAMPLES JENNIFER E
146 MAYFIELD RD
ALPHARETTA GA 30009

MAYFIELD LLC
766 BLACKFOOT TRL
SUWANEE GA 30024-1753

KLAM INC
4465 PINEHOLLOW CT
ALPHARETTA GA 30022

KINGDOM AT MAIN LLC
4561 OLDE PERIMETER WAY UNIT 710
ATLANTA GA 30346

O DONNELL ROBERT J & CHERYL C
134 N MAIN ST
ALPHARETTA GA 30004-1623

JORDAN D WESLEY
2711 CANOPY CIR
ALPHARETTA GA 30009

HILLEBRANDT KARL VON & HILLEBRANDT ANNE VON
243 CANTON ST
ALPHARETTA GA 30009

BRUDDY LLC
2441 US HWY 98 W STE 108
SANTA ROSA BEACH FL 32459

JORDAN D WESLEY
2711 CANOPY CIR
ALPHARETTA GA 30009

MCELROY BRIAN HUDSON & MCELROY TAMMY LYNN
233 CANTON ST
ALPHARETTA GA 30009

JMX BRANDS PROPERTIES II LLC
3709 N LOCKWOOD RIDGE RD
SARASOTA FL 34234

JORDAN D WESLEY
2711 CANOPY CIR
ALPHARETTA GA 30009

CITY OF ALPHARETTA GEORGIA
2 S MAIN ST
ALPHARETTA GA 30009

COLE CV ALPHARETTA LLC
P.O. BOX 4900 DEPT 604
SCOTTSDALE AZ 85261-4900

FROM HAIR ON SALON L L C
1015 POWERS PL SUITE 105
ALPHARETTA GA 30009

FRANCIS SCHINDLER LLC
143 MAYFIELD RD
ALPHARETTA GA 30009

MAYFIELD LLC
766 BLACKFOOT TRL
SUWANEE GA 30024-1753

MAIN STREET COMMONS HOLDING LLC
365 BIRCH RILL DR
ALPHARETTA GA 30022

MAYFIELD LLC
766 BLACKFOOT TRL
SUWANEE GA 30024-1753

BOBE & SNELL LLC
1095 POWERS PL
ALPHARETTA GA 30009

MERIDIAN GROUP INC THE
1050 POWERS PL
ALPHARETTA GA 30004

BERMIC RPROPERTIES LLC
1040 POWERS PL
ALPHARETTA GA 30009

VNG INVESTMENTS LLC
6038 EAGLES REST TRL
BUFORD GA 30518

ALBRIGHT IDEAS LLC
159 N MAIN ST
ALPHARETTA GA 30009

SBLD PROPERTIES LLC
1030 POWERS PL
ALPHARETTA GA 30004

EHORSE L L C
1070 POWERS PL
ALPHARETTA GA 30004

SNH AL GEORGIA LLC
255 WASHINGTON ST
NEWTON MA 02458

COLLINS MARINE GROUP LLC
725 COOPER SANDY CV
MILTON GA 30004

INJURY & WELLNESS SPECIALISTS OF G
EORGIA LLC
1080 POWERS PL
ALPHARETTA GA 30009

BEATY TOM & KENDRA JEAN
211 UPSHAW DR
ALPHARETTA GA 30009

BUTTS ROBERT R
5360 FRANKLIN GOLDMINE RD
CUMMING GA 30028

TRAIN STATION PARTNERS LLC
PO BOX 1483
ROSWELL GA 30077

KEARCE JAMES T JR
181 UPSHAW DR
ALPHARETTA GA 30009

GEISEL PAMELA A
1000 POWERS PL
ALPHARETTA GA 30004

ERIC S CHOFNAS PC
1100 POWERS PL
ALPHARETTA GA 30004

SCANAVINO PIERRETTE M
181 UPSHAW DR
ALPHARETTA GA 30009

SOLLEY ROBERT A
1105 POWERS PL
ALPHARETTA GA 30004

AB REAL ESTATE INVESTMENTS LLC
1110 POWERS PL
ALPHARETTA GA 30004

LEWIS CLAUDIA B
184 CANTON ST
ALPHARETTA GA 30004-1606

HI RIVER PROPERTIES LLC
7917 SONATA BAY POINT
LAKE WORTH FL 33467-7067

ROBERTSON SHERYL S
1120 POWERS PL
ALPHARETTA GA 30009-8359

COLBY KRISTEN
212 CANTON ST
ALPHARETTA GA 30009

LORVEN PROPERTIES LLC
1125 GOLDENROD LANE
SUWANEE GA 30024

ORGANIC SUGARING & WAXING LLC
1130 POWERS PL
ALPHARETTA GA 30009

BURGESS JOHN R SR & BURGESS VIRGIN
IA P
255 CANTON ST
ALPHARETTA GA 30009

MMCO PROPERTIES LLC
5005 ROXBURGH DR
ROSWELL GA 30076

SRISAI REALTY LLC
5755 N POINT PKWY STE 262
ALPHARETTA GA 30022

FILIPOWICZ DAVID F & LAURA
260 CANTON ST
ALPHARETTA GA 30009

MMCO PROPERTIES LLC
5005 ROXBURGH DR
ROSWELL GA 30076

CITY OF ALPHARETTA
2 SOUTH MAIN ST
ALPHARETTA GA 30004

MAXWELL LUKE HARRISON & LINDSAY NI
COLE
151 UPSHAW DR
ALPHARETTA GA 30009

SLAPPEY E SCOTT & PAIGE H
230 JASMINE GARDEN WAY
ALPHARETTA GA 30009-3670

BALLARD JERRI GUY
240 JASMINE GARDEN WAY
ALPHARETTA GA 30009

KIM KON & SOON JA
1160 ALPHARETTA ST
ROSWELL GA 30075

JEFFREY & SUSAN NEPLL JOINT REVOCABLE TRUST THE
255 JASMINE GARDEN WAY
ALPHARETTA GA 30009

AUGHEY ROSANNA MARIA & JEFFREY M
144 CANTON ST
ALPHARETTA GA 30009

PHILLIPS ALPHARETTA LLC
830 KENNESAW AVE NW
MARIETTA GA 30060

OVERS THOMAS & LORI L
275 JASMINE GARDEN WAY
ALPHARETTA GA 30009

OI S ENG CRANDUS TRUST THE
6 N CARPENTER UNIT 5A
CHICAGO IL 60607

145 N MAIN LLC
14342 CLUB CIR
ALPHARETTA GA 30004

RANDY & BARBARA JOHNSTON REVOCABLE LIVING TRUST TH
265 JASMINE GARDEN WAY
ALPHARETTA GA 30009

SLAPPEY EDWARD SCOTT & PAIGE H
230 JASMINE GARDEN WAY
ALPHARETTA GA 30009

MAX AUTO REAL ESTATE LLC
1101 MONROE ST
TOLEDO OH 43604

BLEVINS COY & ETTA KATHARINE
245 JASMINE GARDEN WAY
ALPHARETTA GA 30009

MAYER GLEN J & LINDA L
205 JASMINE GARDEN WAY
ALPHARETTA GA 30009

BROWN RITA
190 CANTON ST
ALPHARETTA GA 30004

CROSS THOMAS D & JANET E
235 JASMINE GARDEN WAY
ALPHARETTA GA 30009

JARVIS REBECCA BROOK & MICHAEL TODD
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ALPHARETTA GA 30009

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ALPHARETTA GA 30009

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ALPHARETTA GA 30009

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ATLANTA GA 30346

BRIGHT JOHN M & BRIGHT KRISTIN T
132 CANTON ST
ALPHARETTA GA 30009

RUSHIN ANTHONY A & RUSHIN LUANN R
330 LILAC GARDEN GLN
ALPHARETTA GA 30009

BROWN & MONDI PROPERTIES INC
18 CUMMING ST
ALPHARETTA GA 30009

MC PHERSON PATRICK & MC PHERSON MARSHA G
134 CANTON ST
ALPHARETTA GA 30009

KRAMER ROY WILLIAM & KRAMER CELIA
MOORE
136 CANTON ST
ALPHARETTA GA 30009

TAYLOR MORRISON OF GEORGIA LLC
6845 SHILOH RD E STE D3
ALPHARETTA GA 30005

AURIEMMA AMY C
138 CANTON ST
ALPHARETTA GA 30009

TAYLOR MORRISON OF GEORGIA LLC
6845 SHILOH RD E STE D3
ALPHARETTA GA 30005

HUDSON ANN PRICE
140 CANTON ST
ALPHARETTA GA 30009

MANNING ON THE SQUARE COMMUNITY AS
SN INC
4400 NORTH POINT PKWY STE 295
ALPHARETTA GA 30022

MANNING ON THE SQUARE COMMUNITY AS
SN INC
4400 NORTH POINT PKWY STE 295
ALPHARETTA GA 30022

MANNING ON THE SQUARE COMMUNITY AS
SN INC
4400 NORTH POINT PKWY STE 295
ALPHARETTA GA 30022

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6845 SHILOH RD E STE D3
ALPHARETTA GA 30005

RADLEY DANIEL G & CHERYL C
147 CANTON ST
ALPHARETTA GA 30009

TAYLOR MORRISON OF GEORGIA LLC
6845 SHILOH RD E STE D3
ALPHARETTA GA 30005

SPENELLO JAMES PATRICK & SPENELO R
HONDA DENISE
143 CANTON ST
ALPHARETTA GA 30009

TAYLOR MORRISON OF GEORGIA LLC
6845 SHILOH RD E STE D3
ALPHARETTA GA 30005

DONALD A & KRISTA L DEMARINIS REVO
CABLE TRUST THE
145 CANTON ST
ALPHARETTA GA 30009

TAYLOR MORRISON OF GEORGIA LLC
6845 SHILOH RD E STE D3
ALPHARETTA GA 30005

DOMINO TRUST THE
141 CANTON ST UNIT 4
ALPHARETTA GA 30009

WREDBERG CONRAD JOHN III & GALLIGO
S SUSAN H
420 ANGLIN WALK
ALPHARETTA GA 30009

CANTON STREET COMMONS HOMEOWNERS A
SSOCIATION INC
2675 PACES FERRY RD STE 125
ATLANTA GA 30339

MANNING ON THE SQUARE COMMUNITY AS
SN INC
4400 NORTH POINT PKWY STE 295
ALPHARETTA GA 30022

CANTON STREET FD DEVELOPMENT PARTN
ERS LLC
91 W WIEUCA RD BLDG/STE A 2000
ATLANTA GA 30342



2
A-2.0

EXISTING FRONT ELEVATION
THE RESIDENCES AT JACKSON PARK

1/4" = 1'-0"



1
A-2.0

PROPOSED FRONT ELEVATION
THE RESIDENCES AT JACKSON PARK

1/4" = 1'-0"

REVISIONS	BY

DESIGN REVIEW BOARD PRESENTATION FOR:
THE RESIDENCES AT JACKSON PARK - LOT 9

193 CANTON STREET, ALPHARETTA, GA 30009
MAYFIELD CANTON DEVELOPMENT GROUP, LLC

LMA
LINDA MACARTHUR ARCHITECT
404.233.4771
810 EAST ANDREWS DRIVE NW
SUITE 7, ATLANTA, GA 30305

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SCALE OF THE DRAWING:
Scales as noted on this drawing are valid on the original drawings only; the dimensions of which is 24 x 36 inches.

Date: 02/06/2025

Scale: AS NOTED

Drawn: SP, ST

Job: LOT 9 (HISTORICAL)

Sheet:

A-2.0
Of Sheets

JACKSON PARK - LOT 9



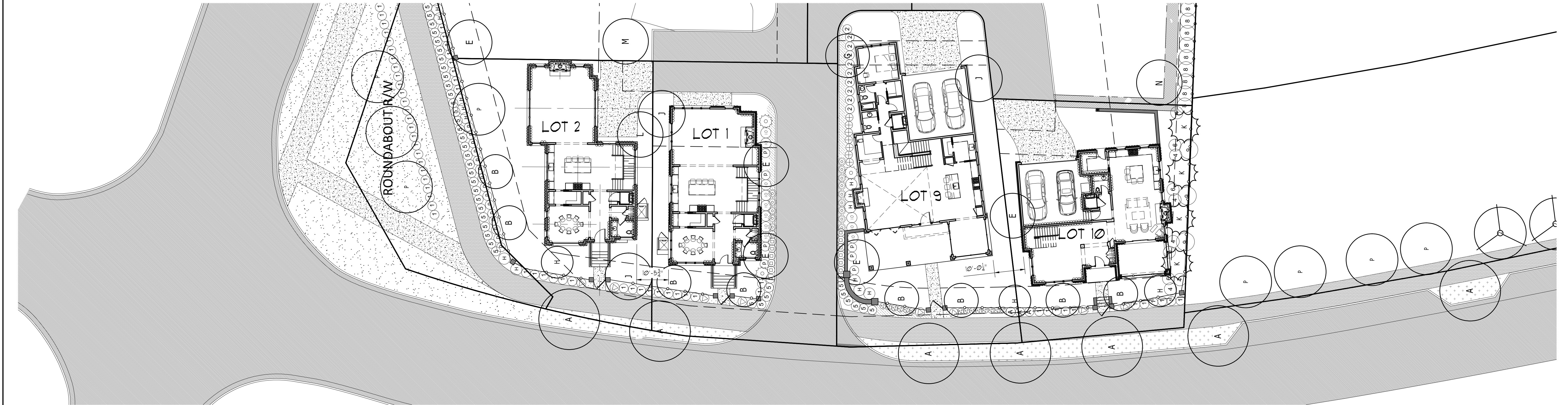
LOT 2

LOT 1

LOT 9 (HISTORICAL)

LOT 10

2 CANTON STREET ELEVATION
A-10 THE RESIDENCES AT JACKSON PARK 1/8"=1'-0"



1 CANTON STREET SITE PLAN
A-10 THE RESIDENCES AT JACKSON PARK 1/16"=1'-0"

REVISIONS	BY

DESIGN REVIEW BOARD PRESENTATION FOR:
THE RESIDENCES AT JACKSON PARK
193 CANTON STREET, ALPHARETTA, GA 30009
MAYFIELD CANTON DEVELOPMENT GROUP, LLC

JACKSON PARK SITE

LMA
LINDA MACARTHUR ARCHITECT
404.233.4771
810 EAST ANDREWS DRIVE NW
SUITE 7, ATLANTA, GA 30305

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SCALE OF THE DRAWING:
Scales as noted on this drawing are valid on the original drawings only, the dimensions of which is 14 x 36 inches.

Date: 01/08/2025
Scale: AS NOTED
Drawn: JM, SP, JB
Job: SITE
Sheet:
A-1.0
Of Sheets



2
A-2.1 REAR ELEVATION
THE RESIDENCES AT JACKSON PARK
1/4" = 1'-0"



1
A-2.1 FRONT ELEVATION
THE RESIDENCES AT JACKSON PARK
1/4" = 1'-0"

REVISIONS		BY

DESIGN REVIEW BOARD PRESENTATION FOR:

THE RESIDENCES AT JACKSON PARK - LOT 9

193 CANTON STREET, ALPHARETTA, GA 30009

MAYFIELD CANTON DEVELOPMENT GROUP, LLC

LMA

LINDA MACARTHUR ARCHITECT

404.233.4771

810 EAST ANDREWS DRIVE NW

SUITE 7, ATLANTA, GA 30305

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SCALE OF THE DRAWING:
Scales as noted on this drawing are valid on the original drawings only, the dimensions of which is 24 x 36 inches.

Date: 01/07/2025

Scale: AS NOTED

Drawn: SP, ST

Job: LOT 9 (HISTORICAL)

Sheet:
A-2.1
Of Sheets

JACKSON PARK - LOT 9

Page 161 of 350



1
A-22

RIGHT SIDE ELEVATION
THE RESIDENCES AT JACKSON PARK

1/4" = 1'-0"

REVISIONS	BY

DESIGN REVIEW BOARD PRESENTATION FOR:
THE RESIDENCES AT JACKSON PARK - LOT 9

193 CANTON STREET, ALPHARETTA, GA 30009
MAYFIELD CANTON DEVELOPMENT GROUP, LLC

JACKSON PARK - LOT 9

LMA
LINDA MACARTHUR ARCHITECT
404.233.4771
810 EAST ANDREWS DRIVE NW
SUITE 7, ATLANTA, GA 30305

USE OF THIS DOCUMENT:
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SCALE OF THE DRAWING:
Scales as noted on this drawing are valid on the original drawings only, the dimensions of which is 24 x 36 inches.

Date: 01/01/2025

Scale: AS NOTED

Drawn: SP, ST

Job: LOT 9
(HISTORICAL)

Sheet:
A-22
Of Sheets



1
A-23

LEFT SIDE ELEVATION
THE RESIDENCES AT JACKSON PARK

1/4" = 1'-0"

REVISIONS	BY

DESIGN REVIEW BOARD PRESENTATION FOR:
THE RESIDENCES AT JACKSON PARK - LOT 9

193 CANTON STREET, ALPHARETTA, GA 30009
MAYFIELD CANTON DEVELOPMENT GROUP, LLC

LMA
LINDA MACARTHUR ARCHITECT
404.233.4771
810 EAST ANDREWS DRIVE NW
SUITE 7, ATLANTA, GA 30305

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SCALE OF THE DRAWING:
Scales as noted on this drawing are valid on the original drawings only, the dimensions of which is 24 x 36 inches.

Date: 01/01/2025

Scale: AS NOTED

Drawn: SP, ST

Job: LOT 9
(HISTORICAL)

Sheet:

A-2.3
Of Sheets

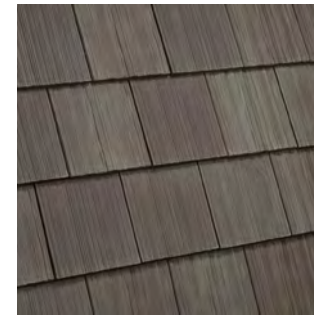
JACKSON PARK - LOT 9



DAVINCI SLATE
EVERGREEN
ROOFING



DAVINCI SHAKE
AGED CEDAR
ROOFING



DAVINCI SHAKE
MOSSY CEDAR
ROOFING



FRONT DOOR WOOD
STAIN



BM
SEA PEARL



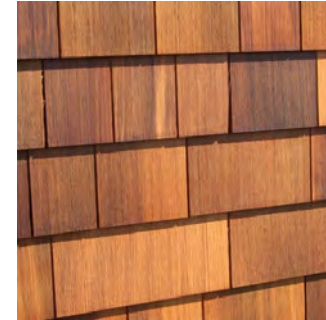
BM
PALE OAK



NOVELTY SIDING



LAP SIDING



CEDAR SHINGLES



SLATE GRAY



BM
WHITE
SAND



SW/
INTELLECTUAL
GRAY



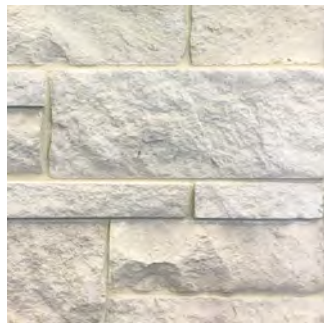
SAGE GREEN



SW
PASSIVE



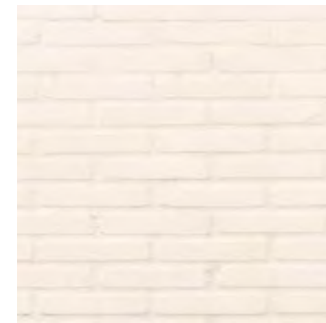
SW
PORPOISE



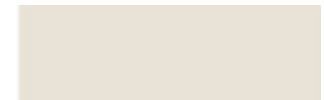
NATURAL STONE



NATURAL BRICK



PAINTED BRICKS

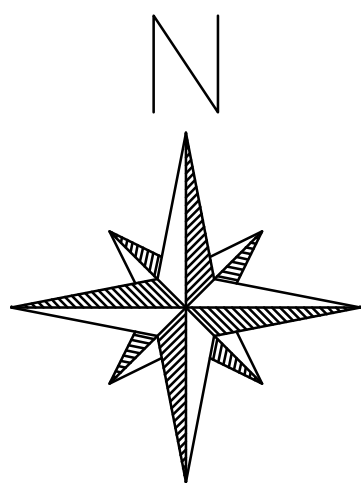


LINEN

WINDSOR WOOD
CLAD WINDOWS

PAINT COLORS

LDP # D220001



- TREE CONSERVATION NOTES:**
1. 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.
 2. 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.
 3. TREE SAVE FENCE AND SIGNAGE FOR ENTIRE SITE MUST BE INSTALLED, INSPECTED AND APPROVED PRIOR TO INSTALLATION OF EROSION CONTROL MEASURES. NO LAND DISTURBANCE OR DEMOLITION IS ALLOWED BEFORE THIS INSPECTION AND APPROVAL HAS OCCURRED.
 4. 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.
 5. INSTALLATION OF THE TREE SAVE FENCE WILL INVOLVE NO TRENCHING.
 6. ALL EXISTING TREES IDENTIFIED FOR PRESERVATION OR FOUND WITHIN TREE SAVE AREAS MUST BE FULLY PROTECTED DURING ALL PHASES OF THIS PROJECT.
 7. 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. NOTES, DETAILS AND CHECKLISTS MAY BE FOUND AT WWW.ALPHARETTA.GA.US IN THE RESOURCES SECTION APPROVED AUGUST 2018 PAGE 7 OF 8
 8. ALL ROOTS ENCOUNTERED 1/2" OR GREATER DURING GRADING OR EXCAVATING OPERATIONS SHALL BE CLEAN CUT UNDER THE DIRECTION OF AN ISA CERTIFIED ARBORIST.
 9. ANY LIMBS OVERHANGING THE LOD THAT MAY BE RIPPED, TORN, OR DAMAGED DURING CONSTRUCTION SHALL BE PROPERLY PRUNED UNDER THE DIRECTION OF AN ISA CERTIFIED ARBORIST.
 10. 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.
 11. ALL APPROVED REVISIONS TO THE LOCATION OF THE TREE SAVE FENCE NEED TO BE COORDINATED WITH THE LAND DISTURBANCE INSPECTOR PRIOR TO RELOCATION.
 12. ALL TREES MUST BE PLANTED OUTSIDE OF ANY UTILITY EASEMENTS, UNLESS APPROVED BY THE CITY ARBORIST OR UTILITY PROVIDER. MAKE SURE THIS NOTE IS BOLD AND IN A PROMINENT PLACE NEAR UTILITIES. THIS PERTAINS TO ALL UTILITIES (WATER, SEWER, GAS, FIBER OPTIC, ELECTRIC, ETC.).

REVISIONS	
NO.	DATE
DATE: 05/12/2024	

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MAYFIELD CANTON CORNERS
PREPARED FOR
MAYFIELD CANTON DEVELOPMENT
285 WEST WELLS ROAD, NE SUITE 500
ATLANTA, GA 30342

Now or Formerly
Cole CV Alpharetta, LLC

SITE PLAN
Plum Creek Consulting, LLC
7425 Midway Road
Alpharetta, GA 30004
P: (404) 518-5505 E: chris.owens@plumcc.com



DESIGNED BY:	MB
CHECKED BY:	CO
PROJECT NO.	23248
SHEET	C201

ISSUED FOR CONSTRUCTION

MAYFIELD ROAD

R.W. VARIES

ROUNDAABOUT R/W

10' LANDSCAPE STRIP

8' SIDEWALK
STD DETAIL 902

6' LANDSCAPE
STRIP

8' BRICK SIDEWALK
STD DETAIL 902

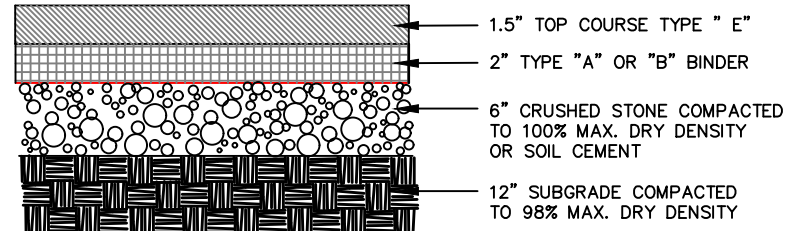
6' LANDSCAPE
STRIP

H.C. RAMP
DETAIL 902
GDOT A4

Weatherford
House

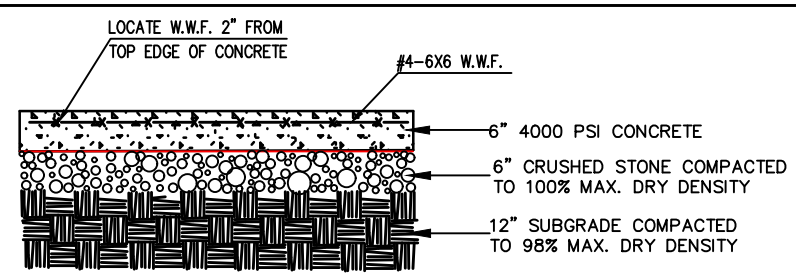
CANTON STREET
R.W. VARIES

UTILITY OWNERS:
-WATER & SEWER – FULTON COUNTY
11575 MAXWELL RD
ALPHARETTA, GA 30009
-GAS – SOUTHERN COMPANY / AGL
TEN PEACHTREE PLACE
ATLANTA, GA 30309
-POWER – SOUTHERN COMPANY / GEORGIA
POWER
11675 WILLS ROAD
ALPHARETTA, GA 30009
-COMMUNICATION – XFINITY
6200 THE CORNERS PKWY SUITE 200
NORCROSS, GA 30092



LIGHT DUTY ASPHALT DETAIL

NOT TO SCALE



CONCRETE SECTION DETAIL

NOT TO SCALE

PROPOSED
RETAINING WALL

RETAINING
WALL

6" HEADER CURB

STAIRS DOWN
TO PATIO

20' PRIVATE ALLEY
ACCESS/UTILITY EASEMENT

25' STATE
UNDISTURBED
STREAM BUFFER

CENTERLINE
CREEK

AMENITY AREA

25' STATE
UNDISTURBED
STREAM BUFFER

RETAINING
WALL
#745 31" WATER OAK
#746 29" POPLAR

#748 42" POPLAR

CONCRETE DRIVE

ASPHALT DRIVE

ADJACENT BUILDING

Now or Formerly
Main Street Commons
Office Park Owners Association Inc.
(DB 45140, PG. 593)
ZONING C-1

Now or Formerly
General Convenience Store LLC
(DB 56418, PG. 160)
ZONING C-1

24 HOUR CONTACT
CHRIS DAVIS
404-597-9478



SCALE: 1" = 20'
20 0 20 40 60 FEET

SITE PLAN

GENERAL NOTES:
1: This Plat has been prepared without the benefit of a current title report. Easements or encumbrances may exist that are not shown on this plat.
2: This plat is subject to any restrictions, easements, covenants or restrictions that may exist either written or unwritten.
3: Underground utilities not shown hereon may exist. The Surveyor does not take responsibility for absence or presence of any such utilities.
4: No Geodetic monuments were found within 500 feet of this site.
5: This Plat has been prepared for the exclusive use of the person(s) or entities named hereon.

CITY OF ALPHARETTA
ZONING: R-10M
MINIMUM FRONT SETBACK - 35' LOCAL STREET, 65' ALL OTHER STREETS
MINIMUM SIDE SETBACK - 25', 20' BETWEEN BUILDING GROUPINGS, NONE BETWEEN INDIVIDUAL LOTS, IF THE DEVELOPMENT IS SUBDIVIDED
MINIMUM REAR SETBACK - 50'

CITY OF ALPHARETTA
ZONING: C-1
MINIMUM FRONT SETBACK - 50' LOCAL STREET, 65' ALL OTHER STREETS
MINIMUM SIDE SETBACK - 15'
MINIMUM REAR SETBACK - 15'
FIELD DATA:

DATE OF FIELD SURVEY 6-15-23.

THE CALCULATED POSITIONAL TOLERANCE BASED ON REDUNDANT LINEAR MEASUREMENTS OF OBSERVED POSITIONS WAS FOUND TO BE 0.01 FEET.

EQUIPMENT:
ELECTRONIC TOTAL STATION AND NETWORK GPS
GPS RECEIVER: SP 85
SN: 6129500077
NETWORK: TRIMBLE VRS Now RTK GNSS

TOTAL AREA: 110,218 SQ FT, 2,530 AC

CALCULATED PLAT CLOSURE: 1 FOOT IN 195,546 FEET

SURVEY DATA:

TYPE OF SURVEY: RETRACEMENT
SOURCE OF TITLE DESCRIPTION FOR SUBJECT PROPERTY: DB 55338 PG 45-46
PROPERTY OWNER AT TIME OF SURVEY: MAYFIELD LLC
PARCEL NUMBER: 22 482212520161 & 22 481411970862

SURVEY DATA:

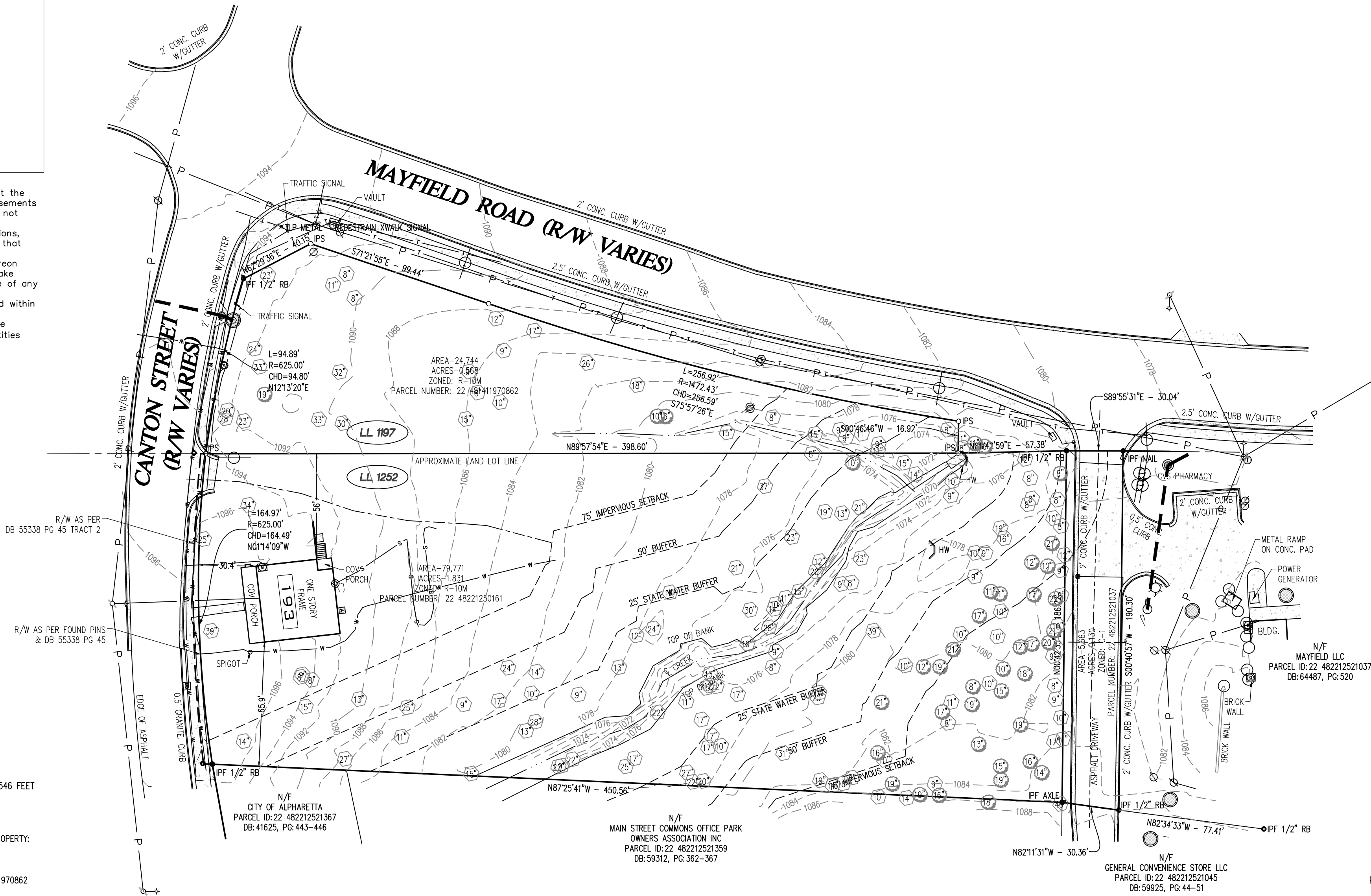
TYPE OF SURVEY: RETRACEMENT
SOURCE OF TITLE DESCRIPTION FOR SUBJECT PROPERTY: DB 64487 PG 520-522
PROPERTY OWNER AT TIME OF SURVEY: MAYFIELD LLC
PARCEL NUMBER: 22 482212521037

REFERENCE: DEED BOOK 55338 PG 45-46
DEED BOOK 64487 PG 520-522
DEED BOOK 41506 PG 691-694
PLAT BOOK 213 PG 10

TOPOGRAPHIC REFERENCE: NAVD88

FLOOD HAZARD NOTE: THIS PROPERTY IS NOT LOCATED IN A FLOOD HAZARD AREA AS DEFINED BY FIRM MAP OF FULTON COUNTY, GEORGIA 13121C0058F EFFECTIVE DATE SEPTEMBER 18, 2013

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plat, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set for in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A Section 15-6-67

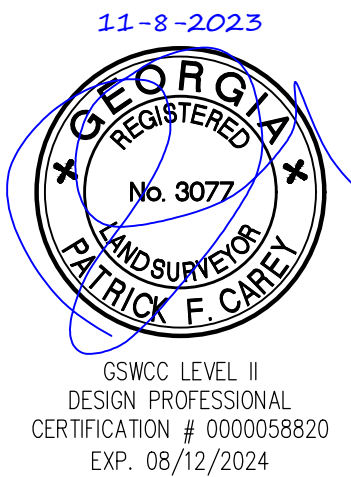


LEGEND	
BSL	BUILDING SETBACK LINE
DE	DRAINAGE EASEMENT (STORM)
SSE	SANITARY SEWER EASEMENT
EOP	EDGE OF PAVEMENT (CURB)
R/W	RIGHT OF WAY
S/W	SIDEWALK
FFE	FINISHED FLOOR ELEVATION
GFE	GARAGE FLOOR ELEVATION
MFFE	MIN. FINISHED FLOOR ELEVATION
I	PROPOSED FLOW ARROW
~	PROPOSED SILT FENCE
⊕	POWER POLE
⊗	1" IRON REBAR SET
⊙	IRON PIN FOUND
⊖	BOLLARD
—	OVERHEAD POWER
▲	FIRE HYDRANT
⊠	WATER METER
⊡	WATER VALVE
⊢	GAS VALVE
⊣	GAS METER
⊤	LIGHT POLE
⊥	CONCRETE PAD
⊦	TELEPHONE MARKER
⊧	AIR CONDITIONER UNIT
⊨	MAIL BOX
⊩	CLEAN OUT
⊪	SANITARY SEWER MANHOLE
⊫	LEFT WING CATCH BASIN
⊬	RIGHT WING CATCH BASIN
⊭	DOUBLE WING CATCH BASIN
⊮	DROP INLET
⊯	HEADWALL

TREE LEGEND	
X = DIAMETER IN INCHES	
⊗	EXISTING TREE TO BE REMOVED
⊗	HATCHING OVER TREE = LANDMARK TREE
⊗	OAK
⊗	HARDWOOD
⊗	SWEETGUM
⊗	PINE
⊗	MAPLE
⊗	POPLAR
⊗	MAGNOLIA
⊗	DOGWOOD
⊗	HICKORY
⊗	CREPE MYRTLE
⊗	PECAN

SCALE: 1"=40'		GRAPHIC SCALE - IN FEET		CLIENT: GEORGE JACKSON	
DESIGNED BY: JTF		SHEET NUMBER: 1 of 1		FILE NAME: CANTON STREET, 193 & FULTON CO PARCELS TREE AND TOPO	
Copyright-2023 These drawings and their reproductions are the property of the surveyor and may not be reproduced, published, or used in any way without the written permission of this surveyor.		BOUNDARY SURVEY FOR		DATE: 11-8-23	
		GEORGE JACKSON		JOB NUMBER: SURV-1733	
		193 CANTON STREET & PARCEL NO: 22 482212521037 & 22 481411970862			
LAND LOTS 1197 & 1252, 2ND DISTRICT, 2ND SECTION, CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA 30009		REVISIONS			
1					
2					
3					
4					
5					

PATRICK F. CAREY, R.L.S. #3077
FOR
KEYSTONE LAND SURVEYING, INC.
162 EAST CROGAN STREET
SUITE F
LAWRENCEVILLE, GEORGIA 30046
770.545.8700





CITY COUNCIL STAFF REPORT

Department: Community Development

Submitted By: Kathi Cook

Prepared By: Michael Woodman

Meeting Date: April 28, 2025

AGENDA ITEM: PH-25-08 DRB GROUP/CHARLOTTE DRIVE - CHANGE OF CONDITION

The applicant, DRB Group of Georgia, is requesting a change to a previous condition of zoning related to a 41-lot 'For-Sale' single-family detached subdivision on 36.78 acres. The applicant requests a change of condition to remove a requirement for curb and gutter along the property frontage on Charlotte Drive in order to maintain the rural character of the street. The subject property is located at 12265 Charlotte Drive near the northeast corner of Charlotte Drive and Rucker Road.

STAFF RECOMMENDATION:

Approve PH-25-08 DRB GROUP/Charlotte Drive - Change of Condition, subject to the following conditions:

7. Developer shall dedicate right-of-way, if necessary, and improve the Charlotte Drive streetscape with minimum 6' planter (planted with street trees), minimum 5' sidewalk, and decorative pedestrian lighting. In lieu of providing curb and gutter, the streetscape design shall include an appropriate drainage system and shall consider future infrastructure, such as gas, fiber, etc., as approved by Staff. Streetscape modifications shall be permitted for the purpose of tree preservation or utility conflicts, with final approval by Staff.

New Condition:

1. Developer shall construct an off-site sidewalk connection along Charlotte Drive and connecting to the sidewalk at the Rucker Road roundabout. Sidewalk improvements shall be eligible for impact fee credits in conjunction with a development agreement.

ITEM DESCRIPTION:

The submitted request, if approved, will allow for the improvement of the Charlotte Drive streetscape without curb and gutter adjacent to a new 41-lot 'For-Sale' single-family detached subdivision on 36.78 acres. The applicant requests a change of condition to remove a requirement for curb and gutter along the property frontage on Charlotte Drive in order to maintain the rural character of the street. The subject property is located at 12265 Charlotte Drive near the northeast corner of Charlotte Drive and Rucker Road.

The 36.78-acre property is currently developed as a one (1) story, 900 square foot single-family detached home with pasture for livestock. A rezoning was approved on the property on October 21, 2024 to allow for a 41-lot 'For-Sale' single-family detached subdivision. Surrounding properties are zoned AG and R-15 (Dwelling, 'For-Sale', Residential) to the north, R-15 to the east, AG, R-12 (Dwelling, 'For-Sale', Residential) and R-15 to the south, and R-22 to the west. Charlotte Estates and two (2) unplatted lots are located to the north, Jennifer Oaks is located to the east, The Oaks on Charlotte Drive and The Preserve on Charlotte Drive are located to the west and unplatted lots and Laurelwood Farm are located to the south. The comprehensive land use plan designation of the property is 'Very Low Density Residential'.

The applicant proposes the following change to a condition of zoning and related to file# Z-24-13 DRB Group of Georgia/12265 Charlotte Drive:

7. Developer shall dedicate right-of-way, if necessary, and improve the Charlotte Drive streetscape with ~~curb and gutter~~, minimum 6' planter (planted with street trees), minimum 5' sidewalk, and decorative pedestrian lighting. Streetscape modifications shall be permitted for the purpose of tree preservation or utility conflicts, with final approval by Staff.

According to the applicant, the change of condition will allow for aesthetic consistency across subdivisions along Charlotte Drive. Several subdivisions in the area were approved with conditions of zoning requiring that curb and gutter not be provided

along Charlotte Drive in order to preserve the rural character of the road. Subdivisions with similar conditions of zoning include The Preserve on Charlotte Drive, The Oaks on Charlotte Drive, and Emerson Hall. The City’s Public Works Director weighed in on the applicant’s request with the understanding of the community’s desire to maintain the rural character of the area. Public Works did not object to the removal of the curb and gutter along Charlotte Drive with the condition that the developer provide an appropriately designed drainage system and consider future infrastructure.

CONCURRENCES

Staff has reviewed the applicant’s proposal and supports the request to remove the requirement for curb and gutter along Charlotte Drive. Other subdivisions developed along Charlotte Drive were approved with conditions requiring that curb and gutter not be installed along Charlotte Drive in order to preserve the rural character of the area. The City’s Public Works Department did not object to the removal of curb and gutter along Charlotte Drive. If approved, the Charlotte Drive streetscape design should incorporate an appropriately designed drainage system and consider future infrastructure.

CITIZEN PARTICIPATION PLAN

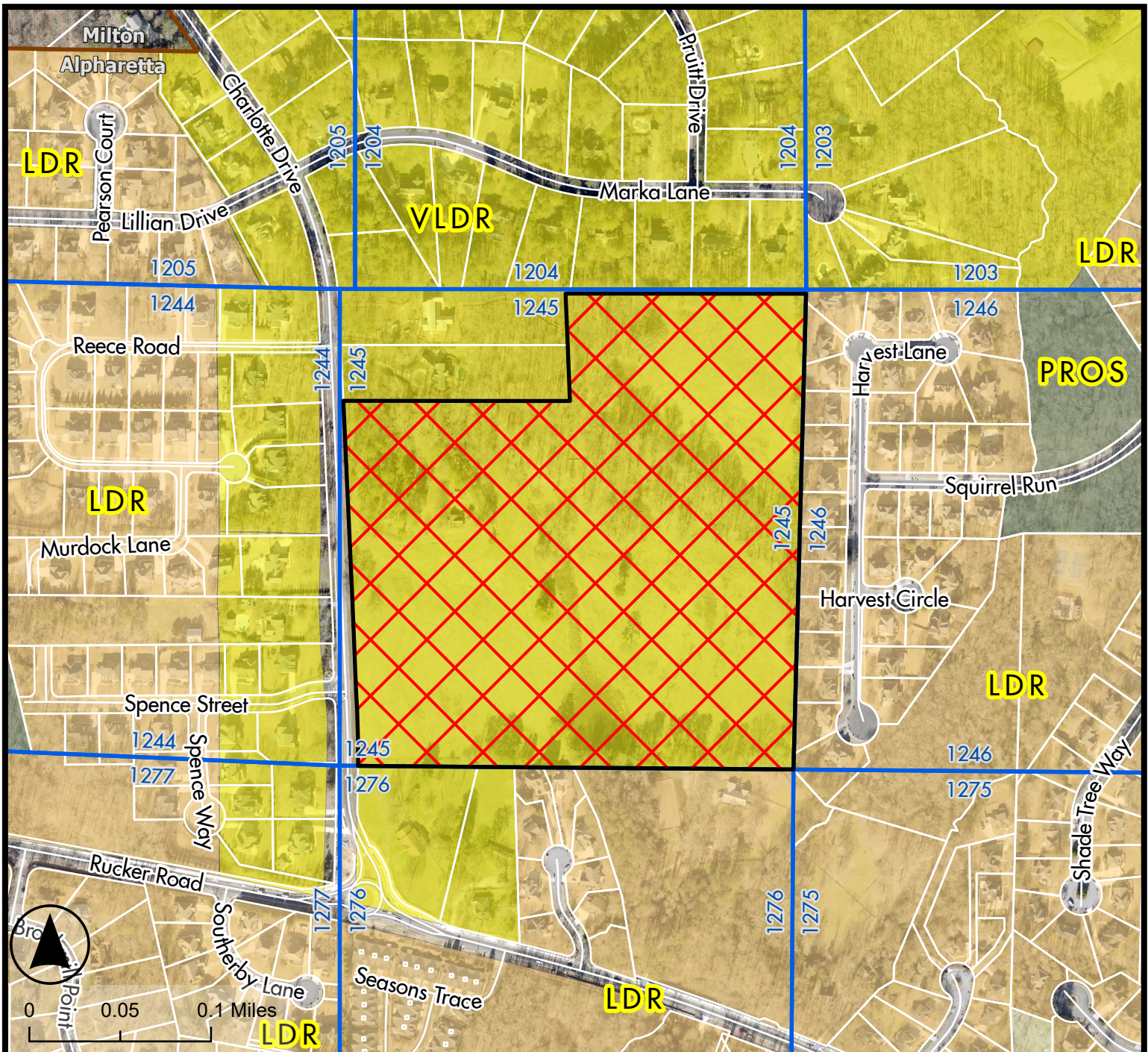
The report submitted by the applicant states that property owners within 500’ were contacted regarding the applicant’s intent. The report states that no comments were received outside of the comments received at the March 12th CZIM. Those comments included safety, stormwater, roadway long-term maintenance, and aesthetic preferences related to the curb and gutter on Charlotte Drive.

City Staff received emails from two (2) residents along Charlotte Drive. One (1) resident supports the removal of curb and gutter in order to maintain the rural character of the area and one (1) resident opposes the removal due to pedestrian/traffic safety, drainage, roadway maintenance, and aesthetics.

COMMUNITY ZONING INFORMATION MEETING

The CZIM was held on March 12, 2025. There were no public comments on the sign-in sheet.

ATTACHMENTS:
• Map Series • CZIM • Citizen Part B • Public Comment • Application



Legend

PH-25-08

Land Lots

Tax Parcels

Alpharetta City Limits

Future Land Use 2040

Low Density Residential

Parks, Recreation, Open Space

Residential Estate

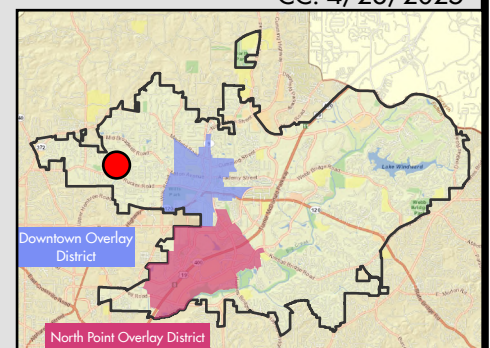
Very Low Density Residential

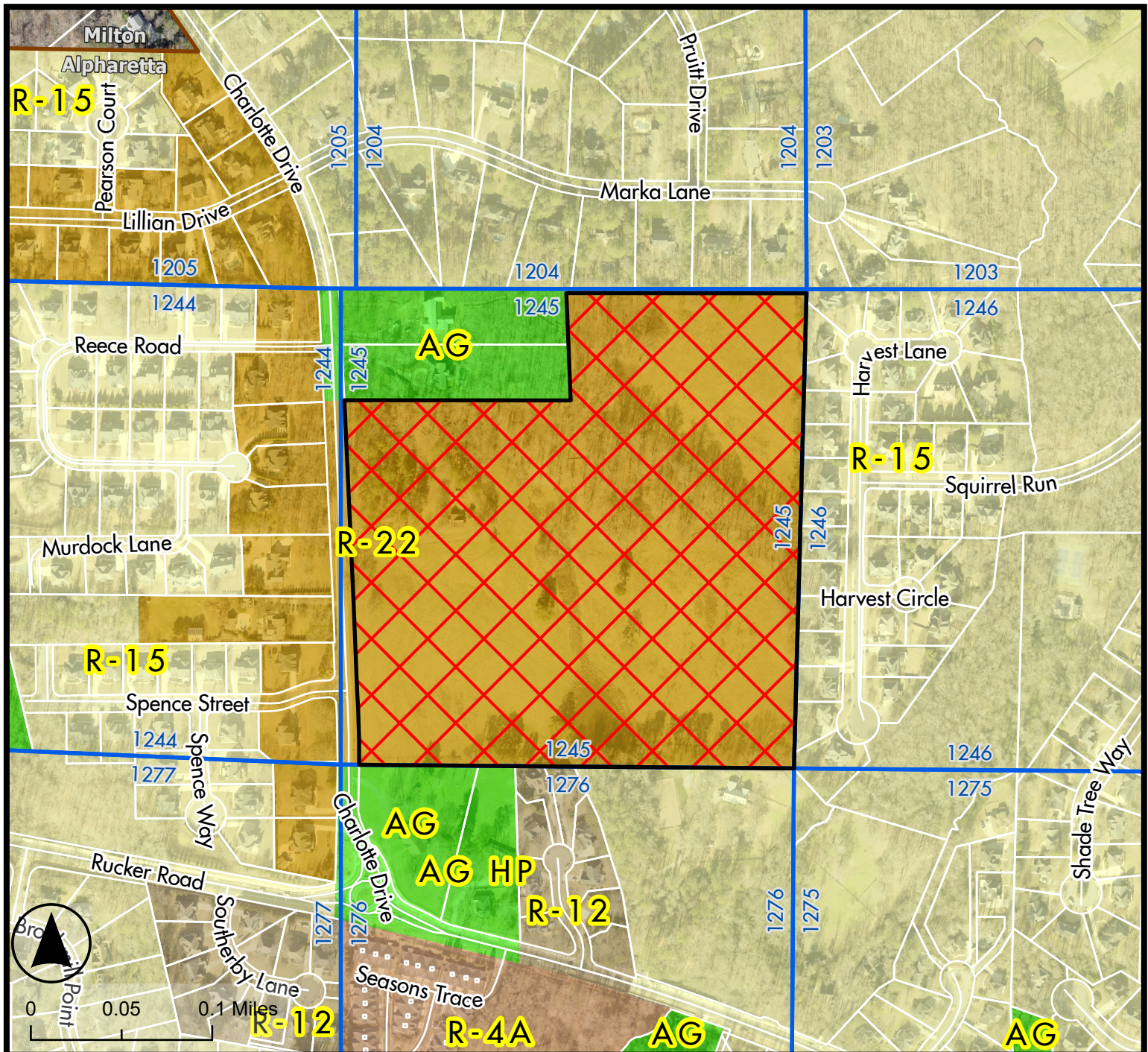
Future Land Use Map DRB Group Change of Condition

PH-25-08

D/LL: 2/2/1245

CC: 4/28/2025





Legend

- PH-25-08
- Land Lots
- Tax Parcels
- Alpharetta City Limits

Zoning District

- AG Agriculture
- R-12 Single Family Detached Residential
- R-15 Single Family Detached Residential
- R-22 Single Family Detached Residential
- R-4A Single Family Detached Residential (Low Density)



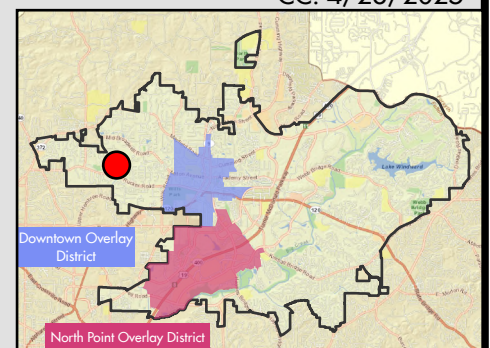
Zoning Map

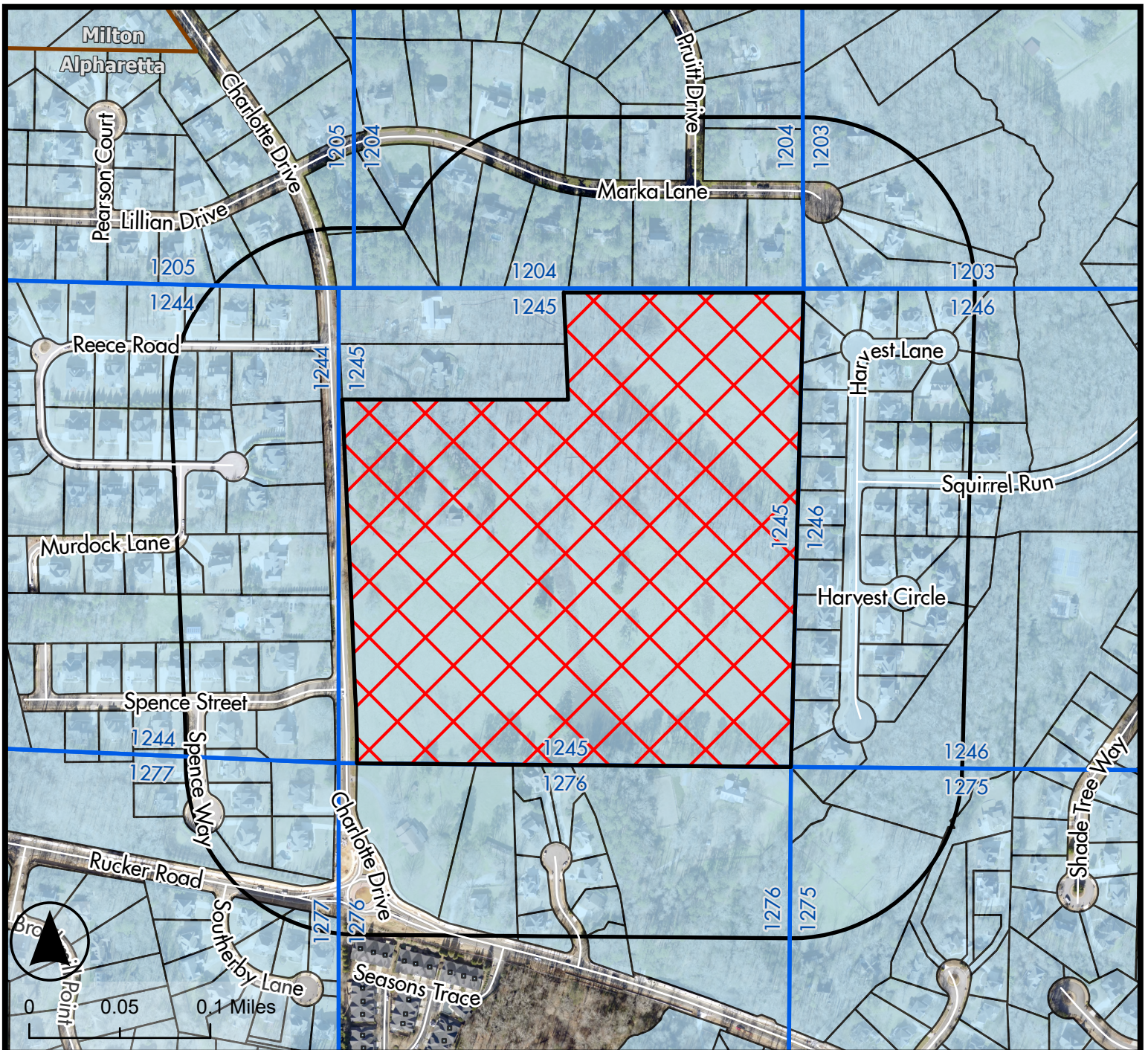
DRB Group Change of Condition

PH-25-08

D/LL: 2/2/1245

CC: 4/28/2025





Legend

-  PH-25-08
-  Land Lots
-  Tax Parcels
-  500 ft Buffer
-  Alpharetta City Limits

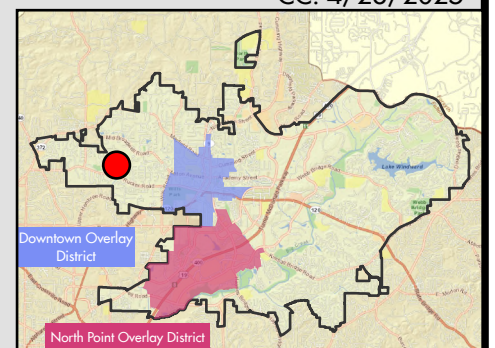
Location Map

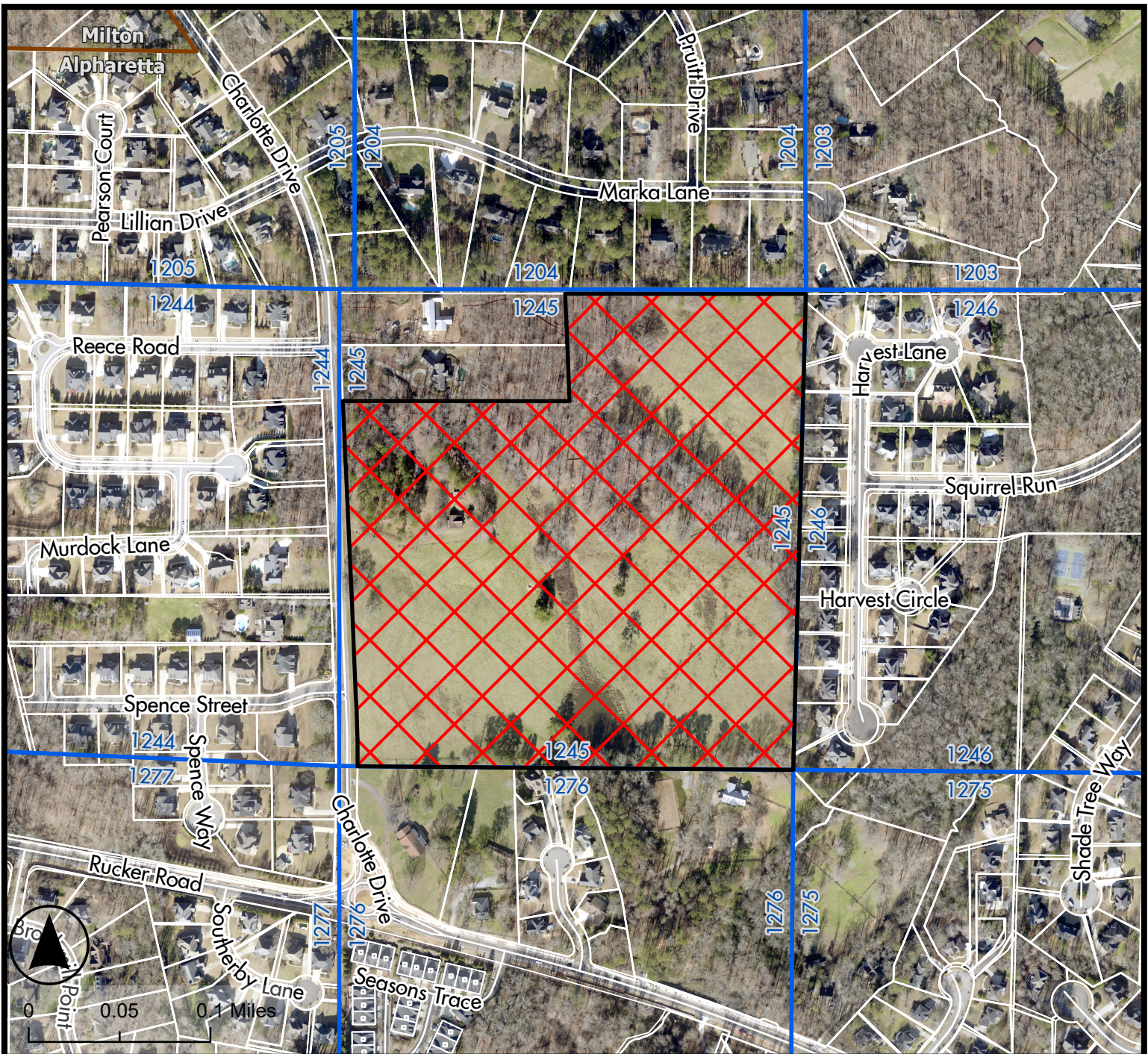
DRB Group Change of Condition

PH-25-08

D/LL: 2/2/1245

CC: 4/28/2025





Legend

-  PH-25-08
-  Land Lots
-  Tax Parcels
-  Alpharetta City Limits

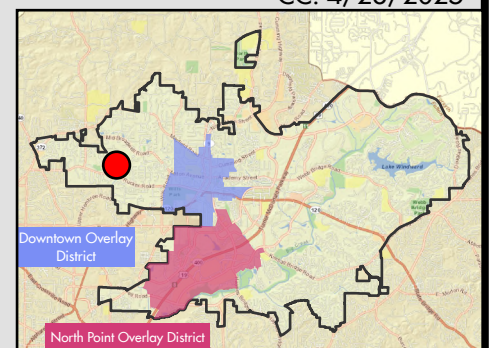
Aerial Map

DRB Group Change of Condition

PH-25-08

D/LL: 2/2/1245

CC: 4/28/2025



DRB Group Change of Condition

NAME	ADDRESS	Comments/Email Address if you would like to be contacted
Selenia Kent	13145 Charlotte Dr.	SKENT0902@gmail.com
ETIENNE PUCKETT	12220 CHARLOTTE DR.	
TRACY PUCKETT	12220 CHARLOTTE DR.	TRACYCPUCKETT@GMAIL.COM
Kent Davis	1095 Markes LN	KENTCDavis@gmail.com

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: 12265 Charlotte Drive - Application V-25-06 AND PH-25-08

Contact Name: DRB Group Georgia, LLC

Telephone: 770-471-4751 EXT. 6589

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.

The City's CZIM meeting was held on March 12th with the voluntary attendees from property owners who were notified within 500 feet of the subject property. Attached hereto is the February 20, 2025 letter advertising the meeting and the certificate of mailing confirming the parties notified.

The questions and issues raised before and at the CZIM related to the following: (i) safety, (ii) stormwater, (iii) roadway long-term maintenance, and (iv) aesthetic preferences, all assuming no curb and gutter will be installed along Charlotte Drive. All were addressed by the Applicant. Also attached are emails received from engaged parties.

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.

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: Carm Akata

Date: 3/25/25

Print Form

**FEBRUARY 20, 2025 LETTER
and
CERTIFICATE OF MAILING**

2/20/25

DRB Group Georgia, LLC
55 Ivan Allen Jr. Blvd.
Ste 400.
Atlanta, GA 30308

**RE: V-25-06 DRB Group/Charlotte Drive – Waiting Period Variance and
PH-25-08 DRB Group/Charlotte Drive – Change of Condition**

Dear Property Owner:

Pending approval of:

V-25-06 DRB Group/Charlotte Drive – Waiting Period Variance

Consideration of a variance to Unified Development Code Subsection 4.2.1(C) to reduce the waiting period for City Council consideration of a request for zoning change affecting the same property from 12 months to 6 months. The property is located at 12265 Charlotte Drive and is legally described as being located in Land Lots 1245 & 1246, 2nd District, 2nd Section, Fulton County, Georgia:

PH-25-08 DRB Group/Charlotte Drive – Change of Condition

Consideration of a change to condition of zoning to remove a requirement for curb and gutter along Charlotte Drive. The property is located at 12265 Charlotte Drive and is legally described as being located in Land Lots 1245 & 1246, 2nd District, 2nd Section, Fulton County, Georgia.

Please allow this letter to serve as public notice.

The Community Zoning Information Meeting (CZIM) for the change to condition of zoning will be held on **Wednesday, March 12, 2025, 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 allow the public to view public hearing requests, ask questions, and provide feedback.

Both items will be considered by **City Council on Monday, April 28, 2025, at 6:30 PM**. The meeting will be held in the Council Chambers at City Hall, 2 Park Plaza, Alpharetta, GA 30009.

If you have any questions regarding the request, please feel free to contact me at your convenience. I can be reached at cheath@drbgroup.com and/or (770) 471-4751 ext.6589

Sincerely,

Cameron Heath

Cameron Heath
DRB Group Georgia, LLC
Land Entitlements Manager

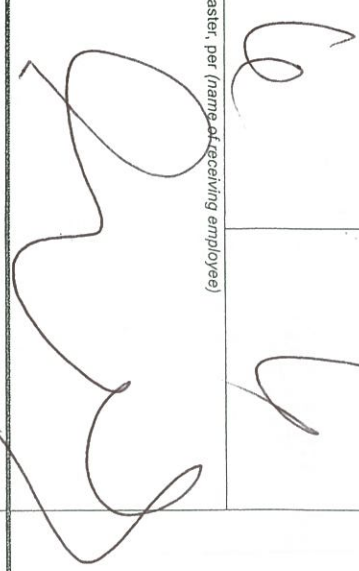


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3.	NAJARIAN ZAVEN & ANUSH 12110 LAURELWOOD FARM DR ALPHARETTA GA 30004						
4.	MARSHALL KEITH & LISA 12120 LAURELWOOD FARM DR ALPHARETTA GA 30004-6716						
5.	ASFOUR MITHKAL 12130 LAURELWOOD FARM DR ALPHARETTA GA 30004						
6.	FOWLER RAYMOND P & TERESA L 12145 LAURELWOOD FARM DR ALPHARETTA GA 30004-6717						



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3.	SHVARTSMAN JOSIF & TABAKHOVA LARISA 12115 LAURELWOOD FARM DR ALPHARETTA GA 30004					
4.	RUSSELL & CHRISTINE SMALLWOOD TRUST THE 1065 MARKA LANE ALPHARETTA GA 30004					
5.	THAI KRISTY T 1048 SOUTHERBY LN ALPHARETTA GA 30004					
6.	MARSHALL KEITH & LISA 12120 LAURELWOOD FARM DR ALPHARETTA GA 30004-6716					



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3.	DAO STEPHEN C & SHEILA X 978 SOUTHERBY LN ALPHARETTA GA 30004					
4.	FIGUEIREDO HARRING FEITOSA 1165 MARKA LANE ALPHARETTA GA 30004					
5.	WILLIAMS HAROLD R & CAROL W 230 PRUITT DR ALPHARETTA GA 30004-1418					
6.	GONZALEZ VICTOR A & SHELLEY L 1125 MARKA LN ALPHARETTA GA 30004					



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2.	SOLOMICH DALE D & DIANE O 1105 MARKA LN ALPHARETTA GA 30004-1413						
3.	COHEN DAVID E 1075 MARKA LN ALPHARETTA GA 30004						
4.	GOELZ RYAN J & SHAWN L 12275 CHARLOTTE DR ALPHARETTA GA 30004						
5.	BENIWAL VINEET & BENIWAL CYNTHIA 12285 CHARLOTTE DR ALPHARETTA GA 30004						
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3.	ANBILD LISA S & ARTUR H 1605 HARVEST LN ALPHARETTA GA 30004				
4.	RAINONE JOE & ANDREA 1615 HARVEST LN ALPHARETTA GA 30004				
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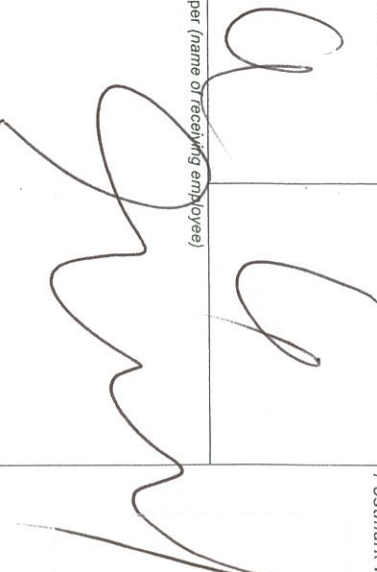
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5.	THOMAS MICHAEL D & MARTHA L 1660 HARVEST LN ALPHARETTA GA 30004				
6.	RICH OLIVER & RICH VALERIE 1650 HARVEST LN ALPHARETTA GA 30004-6739				



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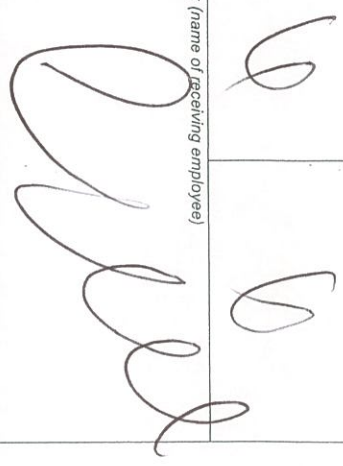
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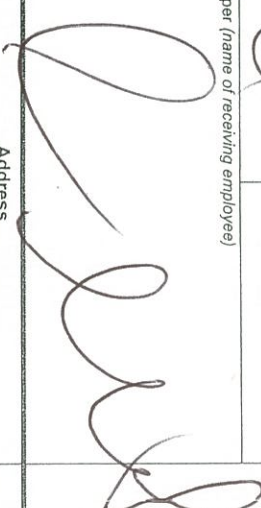


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3.	LANDY & ASSOCIATES REALTY SERVICES LLC 1175 MARKA LANE ALPHARETTA GA 30004					
4.	DAVIS KENT C & REBECCA W 1095 MARKA LN ALPHARETTA GA 30004-1411					
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4.	BARRY & DENISE LIVING TRUST THE 12190 CHARLOTTE DR ALPHARETTA GA 30004				
5.	GOLLA FAMILY TRUST THE 1045 SPENCE ST ALPHARETTA GA 30004				
6.	RYAN PATRICK & RYAN MAUREEN FARRELL 12120 SPENCE WAY ALPHARETTA GA 30004				



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3.	LEA TRUST THE 12180 CHARLOTTE DR ALPHARETTA GA 30004				
4.	RAMIREZ JULIAN E & BRICENO MARIA P 1060 SPENCE ST ALPHARETTA GA 30004				
5.	ARCHER JAMES K JR & ARCHER JENNIFER L 1050 SPENCE ST ALPHARETTA GA 30004				
6.	YEAGER RUSSELL 1040 SPENCE ST ALPHARETTA GA 30004				



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2.	MIQUELARENA TERESA & SALDANA MARIANO 810 MURDOCK LN ALPHARETTA GA 30004					
3.	SAINI SUJALA & MINAMPALLY RANJEET S 800 MURDOCK LANE ALPHARETTA GA 30004					
4.	KENT SELINA S 12145 CHARLOTTE DR ALPHARETTA GA 30004-1401					
5.	CARLYLE LACHLAN & JACQUELINE LINDA 1200 RUCKER RD ALPHARETTA GA 30004-4053					
6.	POULOS MARIA & HOBBS DARRELL 1220 RUCKER RD ALPHARETTA GA 30004					



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2.	PRESERVE ON CHARLOTTE DRIVE HOMEOWNERS ASSOCIATION INC 1100 NORTHMEADOW PKWY STE 114 ROSWELL GA 30076				
3.	REKUC WALTER 12070 SEASONS TRC UNIT 7 ALPHARETTA GA 30004				
4.	MYERS MARTHA 9275 STONEMIST TRCE ROSWELL GA 30076				
5.	WRIGHT KATHERINE M 12060 SEASONS TRC ALPHARETTA GA 30004				
6.					

WRITTEN COMMENTS SUBMITTED FROM NEIGHBORS

Cameron Heath

From: Chris Owens <chriskowens1@gmail.com>
Sent: Wednesday, March 12, 2025 8:16 AM
To: Michael A. Woodman
Cc: Michael (Mike) Busher; Cameron Heath
Subject: PH-25-08 Change of Zoning Condition

Categories: Blue Category

Caution: External Email

Michael

I am writing to express my support for the variance being sought by DRB Group to eliminate the curb & gutter requirement for the new residential neighborhood recently zoned at 12265 Charlotte Drive. As a 20+ year resident of the Charlotte Drive corridor, I would offer that curb & gutter is not in keeping with the semi-rural character of the area. Removing the requirement would be more aesthetically pleasing and match other development patterns adjacent to the property.

I would urge Staff and City Council to visit the area if they have any questions or concerns.

Please let me know if you need anything additional from me.

Thank you,

Chris Owens
7425 Mid Broadwell Trce, Alpharetta, GA 30004
404-518-5505

From: [REDACTED]
To: [Taylor, Elicia](#); [Borden, Brian](#)
Subject: PH-25-08 Rezoning Amendment for Curb and Gutter (PDF)
Date: Thursday, March 6, 2025 4:12:59 PM

This message needs your attention

- This is a personal email address.
- This is their first email to the City of Alpharetta.

Mark as Safe

Report this Email

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Dear Elicia, Brian and Members of the Zoning Board,

My family and I live at 12220 Charlotte Dr, Alpharetta, GA 30004. I am writing to express my strong opposition to the request for a waiver of curbs and gutters for 12265 Charlotte Drive.

Allowing this exemption would create significant safety, infrastructure, and environmental concerns that could negatively impact the surrounding community. I urge the board to reject this request based on the following considerations:

1. Pedestrian and Traffic Safety

Curbs provide a crucial barrier between vehicles and pedestrians, reducing the likelihood of accidents and injuries. Without curbs, drivers may inadvertently encroach upon pedestrian areas, increasing the risk of collisions. Gutters also help guide stormwater runoff away from roads and sidewalks, minimizing hazards such as hydroplaning and pooling water. Charlotte Drive is heavily used by pedestrians and is in need of more curbs for their protection, not less. Increasing the density of our street is going to increase the risk to the existing pedestrians as well as all of the new pedestrians. Of note, my daughter and grandchildren were walking along Rucker Road last weekend when a car slammed on breaks and slid onto the curb. The curb provided very real protection.

2. Drainage and Flooding Prevention

Gutters are essential for directing stormwater to appropriate drainage systems. Without them, uncontrolled runoff can lead to flooding, erosion, and damage to adjacent properties. This is particularly concerning in areas with heavy rainfall or inadequate natural drainage, where improper water management can degrade road surfaces and compromise infrastructure.

3. Roadway Longevity and Maintenance

Curbs and gutters play a key role in preserving roads by preventing erosion at the pavement's edge. Without these structures, roads are more susceptible to cracking, potholes, and premature wear, increasing long-term maintenance costs for both the city and taxpayers.

4. Aesthetic and Property Value Considerations

Neighborhoods with well-maintained curbs and gutters tend to have a more structured and visually appealing appearance, contributing to higher property values. Allowing a waiver could lead to inconsistent street designs, reducing the overall appeal of the area

and potentially affecting property desirability.

For these reasons, I strongly urge the Zoning Board to deny the request for a waiver of curbs and gutters. The long-term benefits of requiring this infrastructure far outweigh any short-term cost savings for developers. Thank you for considering the interests of the community in your decision-making process.

Sincerely,

Tracy Puckett

A solid black rectangular box used to redact the signature of Tracy Puckett.

From: [Taylor, Elicia](#)
To: [REDACTED]
Cc: [Borden, Brian](#); [Woodman, Michael](#); [REDACTED]
Subject: RE: PH-25-08 Rezoning Amendment for Curb and Gutter (PDF)
Date: Wednesday, April 16, 2025 3:49:00 PM

Tracy,

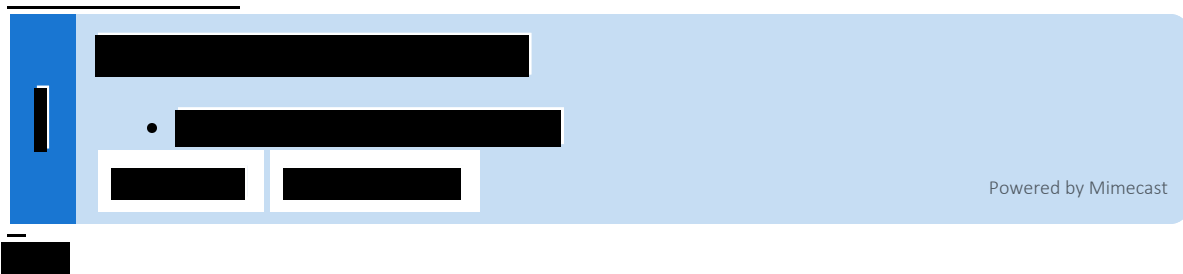
Your comments will be included in the Packet for City Council. We sent it previously to the developer. The Council Packet will be published to the Public on April 23, 2025 on the website at <https://alpharettaga.portal.civicclerk.com/>. You are also welcome to speak during Public Comment at the meeting on Monday, April 28 at 6:30 p.m.

We appreciate your comments.

Best,

Elle

From: Tracy Puckett [REDACTED]
Sent: Wednesday, April 16, 2025 3:08 PM
To: Taylor, Elicia <etaylor@alpharetta.ga.us>
Cc: Borden, Brian <bborden@alpharetta.ga.us>; Woodman, Michael <mwoodman@alpharetta.ga.us>; [REDACTED]
Subject: Re: PH-25-08 Rezoning Amendment for Curb and Gutter (PDF)



My husband and I attended the community meeting regarding the requested variance for curb and gutter at the 12665 Charlotte Drive property. The developer representatives answered questions, but were inconsistent in their answers and somewhat dismissive of our concerns. We received the notification for the public hearing on Monday, April 28th. As such, I have attached a letter reflecting our sentiment on the topic.

I'm curious to know if the staff has made a recommendation on the request. Are you able to let me know?

Sincerely,
Tracy Puckett

On Thu, Mar 6, 2025 at 4:16 PM Taylor, Elicia <etaylor@alpharetta.ga.us> wrote:

Tracy,

Thank you for your comments on this public hearing request. We will be sure to include your comments with this request as it moves through the process.

Best regards,

Elle

From: Tracy Puckett [REDACTED]
Sent: Thursday, March 6, 2025 4:12 PM
To: Taylor, Elicia <etaylor@alpharetta.ga.us>; Borden, Brian <bborden@alpharetta.ga.us>
Subject: PH-25-08 Rezoning Amendment for Curb and Gutter (PDF)

Dear Elicia, Brian and Members of the Zoning Board,

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3. **Roadway Longevity and Maintenance**

Curbs and gutters play a key role in preserving roads by preventing erosion at the pavement's edge. Without these structures, roads are more susceptible to cracking, potholes, and premature wear, increasing long-term maintenance costs for both the city and taxpayers.

4. **Aesthetic and Property Value Considerations**

Neighborhoods with well-maintained curbs and gutters tend to have a more structured and visually appealing appearance, contributing to higher property values. Allowing a waiver could lead to inconsistent street designs, reducing the overall appeal of the area and potentially affecting property desirability.

For these reasons, I strongly urge the Zoning Board to deny the request for a waiver of curbs and gutters. The long-term benefits of requiring this infrastructure far outweigh any short-term cost savings for developers. Thank you for considering the interests of the community in your decision-making process.

Sincerely,

Tracy Puckett
404-797-5526

From: [REDACTED]
To: [Taylor, Elicia](#); [Borden, Brian](#)
Subject: PH-25-08 Rezoning Amendment for Curb and Gutter (PDF)
Date: Thursday, March 6, 2025 4:12:59 PM

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- 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

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Sincerely,

Tracy Puckett

A solid black rectangular box used to redact the signature of Tracy Puckett.

From: [Woodman, Michael](#)
To: [REDACTED]
Cc: mbusher@drbgroupp.com; cheath@drbgroupp.com; [Taylor, Elicia](#)
Subject: Re: PH-25-08 Change of Zoning Condition
Date: Wednesday, March 12, 2025 8:29:00 AM

Good morning, Chris. Hope you're doing well!

Thank you for your feedback. We will provide a summary of all public feedback received in the staff report to City Council.

Sent from my iPhone

On Mar 12, 2025, at 8:17 AM, Chris Owens [REDACTED] wrote:

This message needs your attention

- This is a personal email address.
- This is their first mail to some recipients.

Mark as Safe

Report this Email

Powered by Mimecast

Michael

I am writing to express my support for the variance being sought by DRB Group to eliminate the curb & gutter requirement for the new residential neighborhood recently zoned at 12265 Charlotte Drive. As a 20+ year resident of the Charlotte Drive corridor, I would offer that curb & gutter is not in keeping with the semi-rural character of the area. Removing the requirement would be more aesthetically pleasing and match other development patterns adjacent to the property.

I would urge Staff and City Council to visit the area if they have any questions or concerns.

Please let me know if you need anything additional from me.

Thank you,

Chris Owens
7425 Mid Broadwell Trce, Alpharetta, GA 30004
[REDACTED]

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY

Case #: PH-25-08

PH #: _____

☐ 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: Cameron Heath Telephone: 770-471-4751

Address: 55 Ivan Allen Jr Blvd Suite: 400

City: Atlanta State: GA Zip: 30308 Fax: _____

Mobile Tel: _____ Email: cheath@drbgroup.com

Subject Property Information:

Address: 12265 Charlotte Drive Current Zoning: R-22

District: 2 Section: 2 Land Lot: 1245 Parcel ID: 22 434012450230

Proposed Zoning: _____ Current Use: _____

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?

See approved Zoning Case Z-24-13

Applicant's Request (Please itemize the proposal):

Request is to modify zoning condition #7 and eliminate the curb and gutter requirement along Charlotte Drive.

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

Eliminating the curb and gutter requirement along Charlotte Drive will allow for aesthetic consistency across subdivisions along the immediately adjacent portions of Charlotte Drive, it will match DRB's proposed zoning site plan (including tree save), and will reduce the unnecessary financial burden on the Developer.

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

as Executor Under the
Last Will and
Testament of Carroll
Emmett Byers

Contact Name: John Joseph Smith

Telephone: 404-481-5067

Address: 241 Lake Forrest Lane, NE

Suite: _____

City Atlanta

State: GA

Zip: 30342

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 (amendment) | ☐ Conditional Use |
| ☐ Variance | ☐ Master Plan |
| ☐ Land Use Application | ☐ Other |

Property Owner's Authorized Applicant (if applicable):

Name of Authorized Applicant: DRB Group Georgia, LLC

Telephone: 240-527-6213

Address: 55 Ivan Allen Jr. Blvd.

Suite: 400

City Atlanta

State: GA

Zip: 30308

So Sworn and Attested:

Owner Signature: _____

Date: 2/17/25

Notary: _____

Notary Signature: _____



Date: 02/13/2025

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: **DRB Group Georgia, LLC**

Subject Public Hearing Case: **Amendment to zoning conditions to eliminate curb and gutter requirement along Charlotte Drive**

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-1.

Signature: _____

Date: **2/11/25**

DISCLOSURE FORM

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Name of Applicant or Opponent: John Joseph Smith as Executor Under the Last Will and Testament of Carroll Emmett Byers

Subject Public Hearing Case: Amendment to zoning conditions to eliminate curb and gutter requirement along Charlotte Drive

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.

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Name of Official: N/A Position: _____

Description of Contribution: N/A Value: _____

Description of Contribution: N/A Value: _____

Description of Contribution: N/A Value: _____

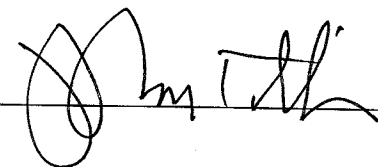
Description of Contribution: N/A Value: _____

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Signature: _____



Date: _____

2/23/25

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: 12265 Charlotte Drive
Contact Name: DRB Group Georgia, LLC Telephone: 240-527-6213

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.

All property owners within 500 feet of the property will be

notified by letter regarding the application and given

Applicant's contact information to discuss the proposal.

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.

The owners contacted will be given Applicant's contact information to discuss and answer questions about the proposal prior to the hearing.

CARROLL MICHAEL E & MICHELE
540 SPRING GATE LN
ALPHARETTA GA 30004

MORGAN LAURA A &
MORGAN BRITTANY N
12100 LAURELWOOD FARM DR
ALPHARETTA GA 30004-6716

NAJARIAN ZAVEN & ANUSH
12110 LAURELWOOD FARM DR
ALPHARETTA GA 30004

MARSHALL KEITH & LISA
12120 LAURELWOOD FARM DR
ALPHARETTA GA 30004-6716

ASFOUR MITHKAL
12130 LAURELWOOD FARM DR
ALPHARETTA GA 30004

FOWLER RAYMOND P & TERESA L
12145 LAURELWOOD FARM DR
ALPHARETTA GA 30004-6717

DASHEVSKY STELLA
12135 LAURELWOOD FARM DR
ALPHARETTA GA 30004-6717

OLIVER RICHARD A SR &
ANDERSON MARJORIE H
12125 LAURELWOOD FARM DR
ALPHARETTA GA 30004-6717

SHVARTSMAN JOSIF &
TABAKHOVA LARISA
12115 LAURELWOOD FARM DR
ALPHARETTA GA 30004

SHVARTSMAN IOSIF &
TABAKHOVA LARISA
12115 LAURELWOOD FARM DR
ALPHARETTA GA 30004

RUSSELL & CHRISTINE SMALLWOOD
TRUST THE
1065 MARKA LANE
ALPHARETTA GA 30004

THAI KRISTY T
1048 SOUTHERBY LN
ALPHARETTA GA 30004

ALI MOHAMED TAWFIQ &
ALI SAMIA TAHER
1028 SOUTHERBY LANE
ALPHARETTA GA 30004

LAWRENCE MICHELLE P &
HENRY LOUIS R
1008 SOUTHERBY LANE
ALPHARETTA GA 30004

DAO STEPHEN C & SHEILA X
978 SOUTHERBY LN
ALPHARETTA GA 30004

FIGUEIREDO HARRING FEITOSA
1165 MARKA LANE
ALPHARETTA GA 30004

WILLIAMS HAROLD R & CAROL W
230 PRUITT DR
ALPHARETTA GA 30004-1418

GONZALEZ VICTOR A & SHELLEY L
1125 MARKA LN
ALPHARETTA GA 30004

PAULUS RICHARD & AUDREY
1115 MARKA LN
ALPHARETTA GA 30004-1413

SOLOMICH DALE D & DIANE O
1105 MARKA LN
ALPHARETTA GA 30004-1413

COHEN DAVID E
1075 MARKA LN
ALPHARETTA GA 30004

GOELZ RYAN J & SHAWNA L
12275 CHARLOTTE DR
ALPHARETTA GA 30004

BENIWAL VINEET & BENIWAL CYNTHIA
12285 CHARLOTTE DR
ALPHARETTA GA 30004

CUMMINGS MICHAEL F & ROBIN LYNN
1325 SQUIRREL RUN
ALPHARETTA GA 30004

ROLLINS TIMOTHY CURTIS JR
& KIRSTEN L
1335 SQUIRREL RUN
ALPHARETTA GA 30004

SINHA ATUL & BINITA
16025 54TH AVE NE
PLYMOUTH MN 55446

ANBILD LISA S & ARTUR H
1605 HARVEST LN
ALPHARETTA GA 30004

RAINONE JOE & ANDREA
1615 HARVEST LN
ALPHARETTA GA 30004

REED ALTON REED LARICIA NICHOLE
1625 HARVEST LN
ALPHARETTA GA 30004

CADE KENDRA
1675 HARVEST LANE
ALPHARETTA GA 30004

LOCKLEAR BRYAN C &
BOZOK SVETLANA
1685 HARVEST LANE
ALPHARETTA GA 30004

TERAWAKI BARRERA KENJI A &
BAHARANYL HASANI K
1690 HARVEST LN
ALPHARETTA GA 30004

HENRICH DANIEL &
HENRICH MARIA A CAMPANELLA
1680 HARVEST LN
ALPHARETTA GA 30004

KINARD ALEC & KINARD SARAH
1670 HARVEST LN
ALPHARETTA GA 30004

THOMAS MICHAEL D & MARTHA L
1660 HARVEST LN
ALPHARETTA GA 30004

RICH OLIVER & RICH VALERIE
1650 HARVEST LN
ALPHARETTA GA 30004-6739

JOYNER BARRY N & LAWANNA L
1640 HARVEST LN
ALPHARETTA GA 30004

COLE JOSHUA W &
COLE ASHLEY TWIST
1630 HARVEST LANE
ALPHARETTA GA 30004

MERRIMAN EUGENE R
1620 HARVEST LN
ALPHARETTA GA 30004

VOIN KONSTANTIN & MARYNA
1610 HARVEST LN
ALPHARETTA GA 30004

GRAHAM KATHIE DUNGAN &
GRAHAM LUKE DOUGLAS
1350 SQUIRREL RUN
ALPHARETTA GA 30004

FOLEY JOHN J III & LORI A
1340 SQUIRREL RUN
ALPHARETTA GA 30004

MC SWEEN JOHN C
1330 SQUIRREL RUN
ALPHARETTA GA 30004

ANDERSON ERIC A & JENNIFER LEIGH
1580 HARVEST LN
ALPHARETTA GA 30004

MC LAUGHLIN BRADLEY D
MC LAUGHLIN CONNIE M
1570 HARVEST LANE
ALPHARETTA GA 30004

HACKETT JOHN H & GINGER M
1560 HARVEST LN
ALPHARETTA GA 30004

JOHNSON CHRISTOPHER & ANNE
1550 HARVEST LANE
ALPHARETTA GA 30004

PUTRELLO KIRSTIE E & ERIC J
1540 HARVEST LANE
ALPHARETTA GA 30004

SPRATT BRIAN G & DEBORAH M
1530 HARVEST LN
ALPHARETTA GA 30004

PROCTOR SAMUEL & BETH M
1520 HARVEST LN
ALPHARETTA GA 30004

SMITH AARON D & MEGAN C
1555 HARVEST LN
ALPHARETTA GA 30004

ALIU ADAMS A ALIU RUKIAT M
1565 HARVEST LANE
ALPHARETTA GA 30004

MAYUGA ONOFRE L & LOURDES M
1575 HARVEST LANE
ALPHARETTA GA 30004

HILGERT SCOTT A
1715 HARVEST CIR
ALPHARETTA GA 30004

BERTHELOT J ASHLEY & SUSAN K
1710 HARVEST CIR
ALPHARETTA GA 30004

2018 1 IH BORROWER LP
1717 MAIN ST STE 2000
DALLAS TX 75201

JENNIFER OAKS HOMEOWNERS ASSOC
P.O. BOX 2458
ALPHARETTA GA 30023-2458

VO STEVEN HOANG & KATHRYN E
1070 REECE RD
ALPHARETTA GA 30004

MCCLURE JOHN J &
MCCLURE KATHERINE E
1060 REECE RD
ALPHARETTA GA 30004

NISAR MUSTAFA
1075 REECE RD
ALPHARETTA GA 30004

THOMPSON MARK & HODGSON JONI
915 REECE RD
ALPHARETTA GA 30004

ALLEN RAYMOND M &
ALLEN JENNIFER L
925 REECE RD
ALPHARETTA GA 30004

ZACHARY C & PAULA C SADLER
REVOCABLE TRUST THE
935 REECE RD
ALPHARETTA GA 30004

ADIDHELA JOSEPH EBENEZER &
GUDDU SHARON SAMUEL
1050 REECE RD
ALPHARETTA GA 30004

MERRIAM MATTHEW & MARY E
1185 MARKA LN
ALPHARETTA GA 30004

BRAMBLETT MICHAEL E & PEGGY B
220 PRUITT DR
ALPHARETTA GA 30004-1418

POTENCIANO JOANNE & CHRISTIAN
12310 CHARLOTTE DR
ALPHARETTA GA 30004

THOMAS & ANNE PEER
REVOCABLE LIVING TRUST THE
1155 MARKA LN
ALPHARETTA GA 30004

BARGE WILLIAM J JR
1090 MARKA LANE
ALPHARETTA GA 30004

MARTIN JOHN N & SHERILYN J
12305 CHARLOTTE DR
ALPHARETTA GA 30004-1405

SUDHAKAR REDDY PAREDDY &
KARNATI PRASHANTHI
1065 REECE RD
ALPHARETTA GA 30004

VENKATRAMAN MANIKANDAN &
VENKATRAMAN VIJAYA
1055 REECE RD
ALPHARETTA GA 30004

WADHWA SAHIL & CHAWLA ANEESHA
1040 REECE RD
ALPHARETTA GA 30004

NORRIS JOHN W & MARY J
215 PRUITT DR
ALPHARETTA GA 30004-1417

BLAIR JACK D & BRINKLEY M
1080 MARKA LN
ALPHARETTA GA 30004-1412

COUNTER STEVEN G
1100 MARKA LANE
ALPHARETTA GA 30004

COGSWELL ALEXANDRA
1135 MARKA LANE
ALPHARETTA GA 30004

PERALTA JUAN M GARCIA &
REYES GARCIA KARLA L
1065 LILLIAN DR
ALPHARETTA GA 30004

BIJLANI RAVINDRA A
1055 LILLIAN DR
ALPHARETTA GA 30004

BLAIR LINDSEY & BRENT B
12315 CHARLOTTE DR
ALPHARETTA GA 30004

LANDY & ASSOCIATES REALTY SERVICES LLC
1175 MARKA LANE
ALPHARETTA GA 30004

DAVIS KENT C & REBECCA W
1095 MARKA LN
ALPHARETTA GA 30004-1411

BAILEY MARK L & KAREN G
1085 MARKA LN
ALPHARETTA GA 30004

ANDERSON ROBERT P & LUCRECIA F
1600 HARVEST LN
ALPHARETTA GA 30004

POSTLES DONALD R JR &
ANTOINETTE P
1590 HARVEST LANE
ALPHARETTA GA 30004

BUSCH GARY V & BUSCH JOYCE C
1320 SQUIRREL RUN
ALPHARETTA GA 30004

NALLAPATI VENKATESH & SWATHI
1720 HARVEST CIR
ALPHARETTA GA 30004

JENNIFER OAKS HOMEOWNERS ASSOC
P.O. BOX 2458
ALPHARETTA GA 30023-2458

BYERS CARROLL E
265 MILTON AVE
ALPHARETTA GA 30004-1511

LERIT BRUCE M ET AL
930 REECE RD
ALPHARETTA GA 30004-1420

BRADFORD JAMES & JOLYNN
910 REECE RD
ALPHARETTA GA 30004

MALIK TABREZ & SHAISTA
900 REECE RD
ALPHARETTA GA 30004

SUDA RADHIKA
920 REECE RD
ALPHARETTA GA 30004

BARRY & DENISE LIVING TRUST THE
12190 CHARLOTTE DR
ALPHARETTA GA 30004

GOLLA FAMILY TRUST THE
1045 SPENCE ST
ALPHARETTA GA 30004

RYAN PATRICK &
RYAN MAUREEN FARRELL
12120 SPENCE WAY
ALPHARETTA GA 30004

BOARMAN MATTHEW E &
BOARMAN KAREN B
12110 SPENCE WAY
ALPHARETTA GA 30004

PENDYALA KIRANPAL R &
PENDYALA GEETHA
1065 SPENCE ST
ALPHARETTA GA 30004

WDWILLIAMS LIVING TRUST THE
12160 CHARLOTTE DR
ALPHARETTA GA 30004

PHADKE RAHUL & PHADKE DEEPIKA
12125 SPENCE WAY
ALPHARETTA GA 30004

DELGADO CARLOS &
DELGADO LUCILLE JUNE
12140 CHARLOTTE DR
ALPHARETTA GA 30004

KO CAROL H & FRANK J
12150 CHARLOTTE DR
ALPHARETTA GA 30004

AVERY BARBARA DOHMAN &
AVERY PAUL CHARLES
12115 SPENCE WAY
ALPHARETTA GA 30004

SHARIF RAMLA & SADIK ZUBAIR
12105 SPENCE WAY
ALPHARETTA GA 30004

LEA TRUST THE
12180 CHARLOTTE DR
ALPHARETTA GA 30004

RAMIREZ JULIAN E &
BRICENO MARIA P
1060 SPENCE ST
ALPHARETTA GA 30004

ARCHER JAMES K JR &
ARCHER JENNIFER L
1050 SPENCE ST
ALPHARETTA GA 30004

YEAGER RUSSELL
1040 SPENCE ST
ALPHARETTA GA 30004

PUCKETT TRACY C & ETIENNE D
12220 CHARLOTTE DR
ALPHARETTA GA 30004

MIQUELARENA TERESA &
SALDANA MARIANO
810 MURDOCK LN
ALPHARETTA GA 30004

SAINI SUJALA & MINAMPALLY RANJEET S
800 MURDOCK LANE
ALPHARETTA GA 30004

KENT SELINA S
12145 CHARLOTTE DR
ALPHARETTA GA 30004-1401

CARLYLE LACHLAN &
JACQUELINE LINDA
1200 RUCKER RD
ALPHARETTA GA 30004-4053

POULOS MARIA & HOBBS DARRELL
1220 RUCKER RD
ALPHARETTA GA 30004

CINDY RUFF HOGAN
LIVING TRUST THE
1080 RUCKER RD
ALPHARETTA GA 30004

PRESERVE ON CHARLOTTE
DRIVE HOMEOWNERS ASSOCIATION INC
1100 NORTHMEADOW PKWY STE 114
ROSWELL GA 30076

REKUC WALTER
12070 SEASONS TRC UNIT 7
ALPHARETTA GA 30004

WRIGHT KATHERINE M
12060 SEASONS TRC
ALPHARETTA GA 30004

MYERS MARTHA
9275 STONEMIST TRCE
ROSWELL GA 30076



February 3, 2025

RE: Letter of Intent
Rezoning Amendment to Case Z-24-13 – Elimination of Curb and Gutter Requirement
along Charlotte Drive

Dear City of Alpharetta,

DRB Group Georgia, LLC (“DRB”) is requesting an Amendment to the approved zoning conditions of Case Z-24-13. The proposed language of Condition #7 is to be:

“Developer shall dedicate right-of-way, if necessary, and improve the Charlotte Drive streetscape with a minimum 6’ planter (planted with street trees), minimum 5’ sidewalk, and decorative pedestrian lighting. Streetscape modifications shall be permitted for the purpose of tree preservation or utility conflicts, with final approval by Staff.”

On the night of October 21, 2024, DRB received rezoning approval of case Z-24-13 which proposed a luxury subdivision containing 41 single-family detached, for sale homes located at 12265 Charlotte Drive. DRB and the City partnered closely to develop a subdivision plan that satisfied the City’s vision of land use for the area.

Upon DRB immediately pursuing a land disturbance permit following the zoning approval, it became evident that there was a misunderstanding between DRB and the City around zoning condition #7 which required curb and gutter to be installed along Charlotte Drive. The final site plan provided by DRB in the zoning application coincides with the remaining approved zoning conditions but did not show such curb and gutter improvements as that was never the intention of the development.

Throughout the rezoning journey, the City and DRB worked together to create a neighborhood that would have aesthetic consistency with the subdivision across the street. Examples of this include the five homes facing Charlotte Drive and the 4-board fence along the neighborhood’s street frontage. Additionally, both parties prioritized maintaining the rural feel along Charlotte Drive and used alternative designs to increase existing tree save in the front yards of those future homes facing Charlotte Drive. The immediately adjacent communities were not subject to the curb and gutter requirement along Charlotte Drive so DRB believes this would not only take away from the aesthetic consistency and impact originally intended tree save areas, but also place unnecessary and unintended financial burden on the development.

DRB needs to rectify the misunderstanding as soon as possible as the company faces strict contractual obligations with the current owner around the Closing on the property, and development commencement is eminent upon receiving land disturbance permit approval.

55 Ivan Allen Jr. Blvd. NW, Suite 400, Atlanta, Georgia 30308 | [DRBgroup.com](https://www.drbgroup.com)





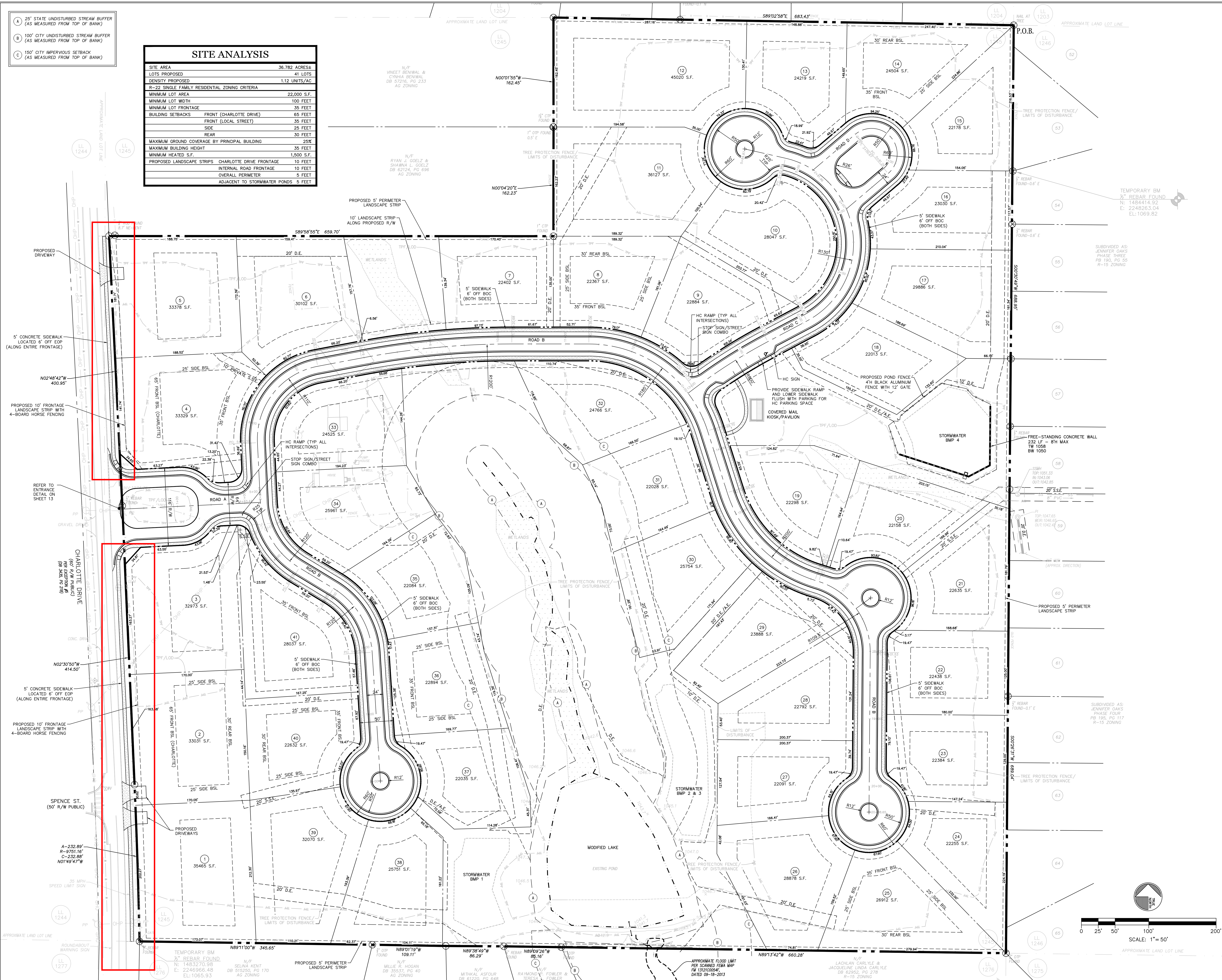
DRB believes this Zoning Amendment is in the best interest of both parties and thanks you for your consideration of this application.

Sincerely,

Cameron Heath

Cameron Heath
Land Entitlements Manager
DRB Group Georgia, LLC

- | SITE ANALYSIS | |
|--|----------------------------------|
| SITE AREA | 36.782 ACRES± |
| LOTS PROPOSED | 41 LOTS |
| DENSITY PROPOSED | 1.12 UNITS/AC |
| C-22 SINGLE FAMILY RESIDENTIAL ZONING CRITERIA | |
| MINIMUM LOT AREA | 22,000 S.F. |
| MINIMUM LOT WIDTH | 100 FEET |
| MINIMUM LOT FRONTAGE | 35 FEET |
| BUILDING SETBACKS | FRONT (CHARLOTTE DRIVE) 65 FEET |
| | FRONT (LOCAL STREET) 35 FEET |
| | SIDE 25 FEET |
| | REAR 30 FEET |
| MAXIMUM GROUND COVERAGE BY PRINCIPAL BUILDING | 25% |
| MAXIMUM BUILDING HEIGHT | 35 FEET |
| MINIMUM HEATED S.F. | 1,500 S.F. |
| PROPOSED LANDSCAPE STRIPS | CHARLOTTE DRIVE FRONTAGE 10 FEET |
| | INTERNAL ROAD FRONTAGE 10 FEET |
| | OVERALL PERIMETER 5 FEET |
| ADJACENT TO STORMWATER PONDS 5 FEET | |



2 OF 21

SHEET NO.

Charlotte Drive

Coming from Rucker Rd









STAFF REPORT

Department: Recreation, Parks & Cultural Services

Submitted By: Morgan Rodgers

Meeting Date: May 5, 2025

AGENDA ITEM:

Request For Proposal 25-107: Equestrian Ring Footings

Consideration of approval of the award of a contract for Request for Proposal 25-107 to Longwood Arenas for the Equestrian Ring Footings at Wills Park Equestrian Center at the contract amount not to exceed \$632,484.00 and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the award of a contract for RFP 25-107 to Longwood Arenas, LLC for the Equestrian Ring Footings at Wills Park Equestrian Center in an amount not to exceed \$632,484.00 and authorize the Mayor to sign all necessary documents.

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: THE EQUESTRIAN FOUNDATION WILL CONTRIBUTE FUNDING TOWARDS THIS PROJECT. SPECIFICALLY, THE CITY AND THE EQUESTRIAN FOUNDATION HAVE AGREED TO JOINTLY SHARE ALL APPROVED EQUESTRIAN CENTER IMPROVEMENT COSTS. AS IT RELATES TO THE COMPETITION ARENA #2 AND COMPETITION ARENA #4 RENOVATION CONTRACT TOTALING \$632,484.00, THE CITY IS FUNDING 50% (\$316,242.00) AND THE FOUNDATION IS FUNDING THE REMAINING 50% (\$316,242.00).

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Equestrian Foundation Contribution (50%) 30161150-541500-C1911	\$316,242
City Contribution (50%; 2022 Series Park Bond) 31861150-541500-C1911	\$316,242

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Equestrian Foundation Contribution (50%) 30161150-371000-C1911	\$316,242
-	\$0.00

ITEM DESCRIPTION:

Background:

In 2021, the City Council adopted a Resolution for a Parks Bond Referendum to support the initial implementation of the Wills Park Equestrian Center Master Plan. This initiative includes the replacement of all existing horse barns with 380 new barns; renovation of the three existing arenas with improved drainage and erosion control, new footings, fencing, and lighting; enhanced storm water management; and improved access to both barns and arenas.

In 2022 the Recreation, Parks, and Cultural Services Department presented a proposal to the City Council for the renovation of Competition Arena #1 at the Wills Park Equestrian Center. The proposal was approved, and all

required documents were signed by the Mayor.

In 2023, the Department presented RFP 23-104 to the City Council for the renovation of Competition Arena #3. This proposal was also approved, with documents signed accordingly.

With the completion of Competition Arenas #1 and #3, the Department has now pivoted to the construction of Competition Arena #2 and the renovation of Arena #4, continuing the implementation of the Master Plan. These projects have been prioritized as part of the 2021 Bond Referendum. Planned improvements include enhancements to footings, fencing, irrigation systems, drainage, amenities, and overall storm water management.

The design specifications for Competition Arena #2, provided by Pond & Company, reflect the previous construction and renovations used in Competition Arena #1—same size, fencing, drainage system, and footings. Arena #4 renovations will involve the removal of current fencing and footings, and improvements to arena drainage inlets.

To ensure consistency across all Competition Arenas, the new equestrian footing installed in Arenas #2 and #4 will match that of Arenas #1 and #3. As with previous projects, the Competition Arena construction team will work closely with the selected general contractor responsible for site work.

Vendor Selection:

At the request of City Council, the Recreation, Parks, and Cultural Services Department collaborated with the Department of Finance to issue a Request for Proposals (RFP #25-107) for this project. Proposals were due by February 20, 2025 and only two vendors submitted bids. Staff conducted a thorough review of submissions to identify the vendor best suited to delivering high-quality results within the scope and budget of the project. The review committee consisted of members of the Recreation, Parks & Cultural Services Department and the Wills Park Equestrian Center Foundation. Here is the scoring summary:

	Total	B-1 - Company Experience, Past Performance, Reference for Similar Type Work	Proposed Site Project Manager or Crew Leader, Lead Person on site; Specialized Expertise	B-3 - Technical Proposal, Project Approach	C-1 - Cost Proposal
Supplier	100 pts	25 pts	20 pts	25 pts	30 pts
Longwood Arenas, LLC	83.83 pts	19.17 pts	14.67 pts	20 pts	30 pts (\$632,484.00)
Equestrian Services International	66.80 pts	15.83 pts	14 pts	18.33 pts	18.63 pts (\$1,018,283.18)

Longwood Arenas, LLC submitted the lowest responsive and responsible bid, proposing a cost of \$632,484.00 for the footing installation. The Wills Park Equestrian Center has previously worked with Longwood Arenas, LLC, reporting favorable experiences including on-time and on-budget project delivery. Funding will be provided by the City of Alpharetta (50% or \$316,242) and the Equestrian Foundation (50% or \$316,242).

ALTERNATIVES:

Deny awarding RFP #25-107 contract to Longwood Arenas, LLC, and direct staff to undertake another formal RFP process to solicit bids from qualified companies for the Footings at the Wills Park Equestrian Center.

ATTACHMENTS:

1. 25-107 Longwood Arena Proposal Docs
2. 25-107 Longwood Contract Equest Ring Footing-Underdrain
3. RFP 25-107 - Scoring Summary



10011 NW HWY 225A
Ocala, FL, 34482
Web: LongwoodArenas.com
Office: (352) 804-0268

Joe Watkins
Joe@Longwoodarenas.com
Cell: (352) 804-8932

Invoice

Bill To (the "Client"):City of Alpharetta

Department of Public Works

1790 Hembree Road

Alpharetta, GA 30009

Longwood Arenas' specialty is Geo-Textile all weather arenas. The construction of these arenas is a complex process that utilizes state of the art Geo-Textile separation barriers and drainage systems that date back to early Roman times. This blend of modern technology and ancient proven drainage techniques creates state of the art arenas for horses to perform at the highest of their physical ability.

We have consulted and built riding arenas all over the world for Olympians, show facilities and private owners. Our all weather and standard footing blends are being used at the current United States Olympic Training Facility and one of the largest jumper show facilities in the South East.

Please visit our website for more details www.LongwoodArenas.com



GGT-GERMAN GEO TEXTILE & SAND

SAND

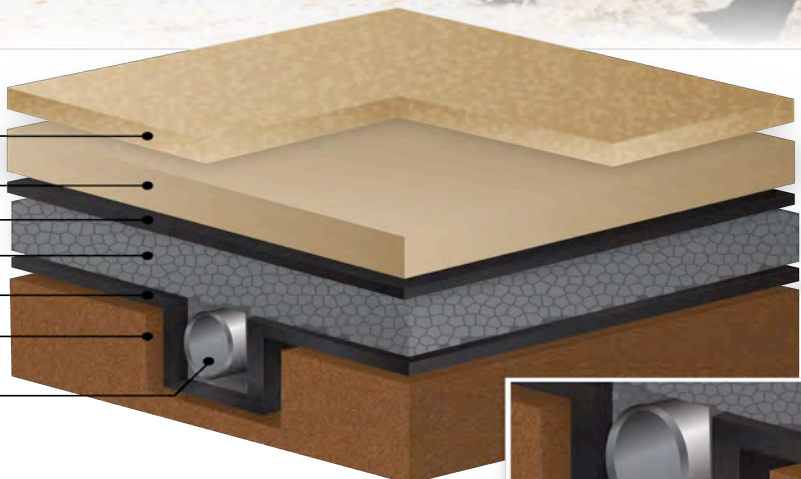
GEO TEXTILE SEPARATION BARRIER

CLEAN DRAINAGE STONE

GEO TEXTILE SEPARATION BARRIER

NATIVE SOIL

DUAL WALLED PERFORATED PIPE



COMPANY INFORMATION

The below listed work consists of Longwood Arenas proprietary GGT All Weather Footing Arenas with laser graded sub base, drainage layer, comprehensive drainage system and top dressing.

Longwood Arenas is the only company capable of building a true all weather arena that mimics Bruce's Field and the Aiken Horse Park because we were the ones that built that facility. Longwood Arenas has been in business since 2013 with over 300 arenas built worldwide. We have built multiple olympic training facilities and are currently the largest distributor of German Geo-Textile in the United States in 2019 and 2020.

CONTACT

Our offices are located at 10011 NW HWY 225A, Ocala, FL 34482

The point of contact for this project will be Joseph Watkins, mailing address 10011 NW HWY 225A, Ocala, FL, 34482, Telephone number 352-804-0268, Email joe@longwoodarenas.com

Resume of owner / operator Joseph Watkins

Joseph Watkins has over a decade of experience building arenas. He currently has over 300 arenas built all over the continent from Mexico to Maine. He built Bruce's Field or the Aiken horse park in Aiken South Carolina. He will be the primary operator on this project and the supervisor. Joseph has a bachelors degree in business management from Providence College and a masters degree in Business Administration from Providence College.

References:

Tara Bostwick Board Member of Bruce's Field phone number 1-803-270-6190

David O'Connor previous US Olympic Eventing Coach 1-540-729-4319

Aliana Wickam Gold Mark Farm Training facility coordinator 1-650-773-1812

Available Resources:

650k John Deere Bulldozer with Leica automated grade system

D8N caterpillar bulldozer

2 Kubota SVL 97-2 Skid steers with level best automated grade system

2 Kubota m7060 tractors with creeper gear

Dynamic 48 inch vibratory drum roller

Kubota kx57 excavator with steel wrist swivel bucket attachment

4 Land pride tillers

6 8 foot Harley rakes

Stec laser guided trencher with hydraulic conveyor

6 hand laborers and 3 operators at my disposal if needed but project won't need anyone but Joseph Watkins operating and one hand laborer

Geo-textile separation layers will be on site as well as 6 inch dual walled perforated pipe for drainage layers all Materials are to be brought to the job site when we show up to commence work. Rock and sand will be ordered once drainage layer is complete.

TECHNICAL BID INFORMATION

Examples of previous projects:

Construction of Bruce's Field or the Aiken Horse park in Aiken South Carolina. We constructed 5 original all weather arenas with an additional 2 arenas making a total of 7 All Weather GGT arenas.

Construction of USA Olympic Training Facility in Ocala Florida Meredyth South. We have built two arenas and one technical jump chute for this facility.

Goldmark Farm Facility we built two all weather GGT arenas for this facility making it the premier equestrian rental facility in Ocala, FL.

Timeline:

Ring #2

Day one organize unload and set all pipe geo-textile and separation barriers to make access to them when needed efficient.

Day two begin site securement as specified including erosion control and begin fine grading pad and compaction of pad

Day three laser pad

Day four continue prepping pad

Day five start fencing

Day six finish fencing

Day seven final grade and fix ruts left in arena from fencers finalize layout and function.

Day eight begin laser trenching drainage ditches

Day nine finish laser trenching drainage ditches

Day ten lay out geo textile separation barrier and six inch dual walled perforated pipe in drainage ditches.

Day eleven haul drainage rock to site and laser level it

Day twelve haul drainage rock to site and laser level it

Day thirteen static compact drainage rock

Day fourteen haul sand to site and laser level it

Day fourteen haul sand to site and laser level it

Day fifteen haul sand to site and laser level it

Day sixteen static compact sand and prepare for GGT

Day seventeen place GGT and spread it evenly

Day eighteen mix GGT

Day nineteen mix GGT

Day 20 laser level top surface of arena and static compact surface.

Day 21 cleanup job site and restoration around arena as specified.

Ring #4

Day one organize unload and set all pipe geo-textile and separation barriers to make access to them when needed efficient.

Day two begin site securement as specified including erosion control and begin fine grading pad and compaction of pad

Day three laser pad

Day four continue prepping pad

Day five start fencing

Day six finish fencing

Day seven final grade and fix ruts left in arena from fencers finalize layout and function.

Day eight begin laser trenching drainage ditches

Day nine finish laser trenching drainage ditches

Day ten lay out geo textile separation barrier and six inch dual walled perforated pipe in drainage ditches.

Day eleven haul drainage rock to site and laser level it

Day twelve haul drainage rock to site and laser level it

Day thirteen static compact drainage rock

Day fourteen haul sand to site and laser level it

Day fourteen haul sand to site and laser level it

Day fifteen haul sand to site and laser level it

Day sixteen static compact sand and prepare for GGT

Day seventeen place GGT and spread it evenly

Day eighteen mix GGT

Day nineteen mix GGT

Day 20 laser level top surface of arena and static compact surface.

Day 21 cleanup job site and restoration around arena as specified.

Any setbacks due to rain or other unforeseen events will be dealt with accordingly projected time to complete project is 41 days so there is sufficient time to allow for rain delays and other unforeseen setbacks. Two trucking companies will be used to mitigate risk of one not completing scheduled hauling dates for both rock and sand. All materials including pipe geotextile irrigation supplies and fencing will be brought to the site in the first three days once we commence to make sure no downtime is possible with material shortage.

Wrap up:

This project is not very large and is going to commence during an ideal time for construction in this part of the country to avoid rain delays. The only limiting factors on this build are rain delays and trucking both of which we have mitigated with both sufficient time to complete the project and we have mitigated the risk of trucking failure by hiring two trucking companies to haul both sand and drainage rock.

Maintenance

We are available to laser grade the arenas with a 30 day notice to allow for scheduling equipment to be shipped. Depending on the required maintenance cost plus labor and materials on regular maintenance items.

Quantity	Item	Description	Total
1	Premium All Weather GGT Arena	Steps listed below: Step 1.) Excavation and rough grading of sub base material followed by Finish Laser Grading. Step 2.) Compaction of sub base material. Step 3.) Excavation of drainage ditches laser leveled. Step 4.) Placement of D.O.T. Approved Geo-Textile Separation Barrier over Sub Base. Step 5.) Placement of Six Inch dual walled perforated drainage pipe in drainage ditches. Step 6.) Placement of drainage rock in drainage ditches over drainage pipes and over entire area of arena. Step 7.) Laser Grade drainage rock and static compact drainage rock. Step 8.) Placement of D.O.T. Approved Geo-Textile separation barrier over drainage layer with 3-foot overlap Step 9.) Placement of competition grade silica sand over Geo-Textile separation barrier. Step 10.) Laser grade silica sand and static compact. Step 11.) Spread and mix our proprietary GGT Footing blend. Step 12.) Laser Rake top dressing.	
arena #2	150x340 arena	Ggt all weather Arena 150 x340 ft Accounting for the larger pipe and numerous tie in points in the drainage under the ring and basins in the drawings	\$377,600.00
	Fencing	fencing around arenas with 3 board and sand board and round posts like Bruce's Field or Aiken Horse Park.	\$36,260.00
arena #4	100x225 ft arena	Ggt all weather Arena 100x225 ft	\$155,250.00
	Fencing	fencing around arenas with 3 board and sand board and round posts like Bruce's Field or Aiken Horse Park.	\$24,050.00
Mobilization	Mobilization	\$15,000.00	\$15,000.00
	Performance bond	Performance bond price approx	\$24,324.00

Total \$632,484.00

MAKE CHECKS PAYABLE TO
LONGWOOD ARENAS LLC

EACH PARTY, BY SIGNING BELOW, HEREBY ACKNOWLEDGES, AGREES TO, AND ACCEPTS AS BINDING THE TERMS AND CONDITIONS SET FORTH ON PAGE 2.

Client:

SIGNATURE: _____

PRINT NAME: _____

TITLE, COMPANY: _____

DATE: _____

Guarantor:

SIGNATURE: _____

PRINT NAME: _____

DATE: _____

TERMS AND CONDITIONS:

1. Client agrees to mark or flag, or otherwise indicate clearly and obviously, all utilities and services, including without limitation power, communications, water and sewer lines, as well as all nonobvious hazardous or dangerous conditions or appurtenances, within all areas in which any portion of the above-described work (the "Work") is to be performed by Longwood Arenas LLC (the "Company"); Client agrees to so mark, flag or indicate all such utilities, services, hazards and conditions: (1) at or along the respective location of each, and (2) prior to Company's commencement of the Work. Client agrees to indemnify and hold harmless Company from and against any and all loss, liabilities, costs, damages (including without limitation attorneys' fees), expenses, assessments, and penalties in any way relating to utilities, services, hazards, or dangerous conditions or appurtenances which are not sufficiently and accurately marked, flagged or otherwise clearly and obviously indicated at all times during which the Work is performed.
2. Client is solely responsible for knowing and understanding all applicable laws and regulations of the jurisdiction within which Client's property is located. Client shall procure any and all permits and licenses required for performance of the Work and shall pay any and all applicable fees, assessments or costs to the appropriate governmental or regulatory body in connection with permitting, licensure or other process.
3. *Each invoice shall be due and payable in full immediately upon Client's receipt of same. Client agrees that Client's failure to pay any invoice in full on or before the 15th day after Client's receipt of such invoice shall be deemed a default by Client, and the outstanding principal of such invoice shall bear interest of 1.5% per month. Invoices provided to Client via mail shall be deemed received by Client as of the date of mailing. Amounts tendered by check are deemed paid as of the date such check is honored by the payor bank. All disputes relating to Client's invoice(s) or account, or the Work performed in connection therewith, must be submitted to Company in writing at the above-provided address within 10 days after Client's receipt of this invoice; Client agrees that Client's failure to submit any and all such disputes accordingly shall be deemed: (1) Client's acknowledgement and acceptance of this invoice as*

accurate, due and payable; (2) Client's acceptance of all Work performed as complete and free of defects and deficiencies; and (3) Client's knowing and voluntary waiver of all claims and disputes relating to the stated account and the Work performed in connection therewith.

4. Client agrees, in the event that Company determines that legal action is necessary to enforce Company's rights or collect any amounts due and owing from Client, to compensate Company for all expenses, costs and fees, including reasonable attorneys' fees, incurred by Company in connection with such action. Client agrees that exclusive venue for any legal action arising out of, or relating to, this invoice, Client's account with Company, or the Work shall be in Marion County, Florida; Client expressly waives any and all other venues and expressly waives any and all rights to trial by jury.
5. Each and every person signing in a representative capacity represents and warrants that he/she is duly and legally authorized to act on behalf of, and to legally bind hereto, the entity or person so represented. Each and every guarantor, if any, agrees in his/her individual capacity to satisfy or otherwise discharge all obligations of Client pursuant to the terms hereof and agrees to be held jointly and severally liable for any and all claims, damages, expenses, costs and fees, including reasonable attorneys' fees, arising out of, or relating to, this invoice, Client's account with Company, or the Work; each and every guarantor expressly waives notice and demand for payment or performance and agrees that all statements, notices and demands provided to Client shall be deemed as provided also to such guarantors.
6. Client, and Client's guarantors (if any), agree that this document comprises a legally binding and enforceable agreement which shall inure to the benefit of the parties hereto and their respective principals, directors, agents, officers, representatives, heirs, successors and assigns. The provisions set forth herein constitute the entire agreement by and between the parties and shall not be altered, amended or modified by any oral representation made before or after the execution hereof. The provisions herein are severable; if any portion, provision or part hereof is held, determined or adjudicated to be invalid, unenforceable or void for any reason whatsoever, each such portion, provision or part shall be severed from the remaining portions, provisions or parts and shall not affect the validity or enforceability of any remaining portions, provisions or parts.

BIDDER'S DISCLOSURES AND CERTIFICATIONS

PROCUREMENT NUMBER & TITLE: 25-107, Equestrian Ring Footing and Underdrain Construction & Maintenance

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.

Longwood Arenas LLC

Company Name

Signature of Authorized Officer or Agent

Date

Joseph Watkins Owner

Printed Name & Title of Authorized Officer or Agent

10011 nw hwy 225A ocala fl 34482

Company Address

Subscribed and sworn before me on this the

13 day of February, 2025

Notary Public

September 11, 2025

My Commission Expires
(Notary Stamp)





AFFIDAVIT VERIFYING CONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM (E-Verify)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- The Contractor will notify the City of Alpharetta in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- The Contractor will contract for the 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(a), (b), and (c);
- The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- The Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the City of Alpharetta within five business days of receipt.

1724618

2/14/25

Federal Work Authorization User Identification Number
longwood arenas llc

Date of Authorization

Equestrian Ring Footing and Underdrain

Construction & Maintenance

Name of Contractor

Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed date aug 9 2021 in ocala fl (city), _____ (state).

Signature of Authorized Officer or Agent
Joseph John Watkins

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 14th DAY OF February, 2025.

NOTARY PUBLIC

My Commission Expires: September 11, 2025

(Notary Stamp)





RFP 25-107 Equestrian Ring (Q-12AW)

Question Set 3: Cost Proposal

#	Question	Response	Comment
3.0.1	Cost Proposal: Enter lump sum pricing to complete the project as detailed in RFP documents. Contractors are to provide total, turn-key, Lump Sum pricing for Ring #2 and total, turn-key, Lump Sum pricing for Ring #4 to supply all labor, materials, and equipment to construct and install equestrian ring footings and underdrain systems for each ring as provided the City's project specifications and plan set. • Include cost of bonds and insurance in cost proposals.	Total Project Lump Sum Pricing in dollars and cents.	\$632,484.00
1 Questions		100.00% Complete	

Projects / Equestrian Ring Footing and Underdrain Construction & Maintenance / RFP 25-107 Equestrian Ring (Q-12AW)

All Questions

Info Only	
2.0.4 Corporate secretary for contract execution in DocuSign: Name, business title, email address, Response Type: Response Type: text entry.	Response: yes joseph watkins owner secretary joe@longwoodarenas.com
Info Only	
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.	Response: less than 100 employees less than 100
Info Only	
3.0.1 Cost Proposal: Enter lump sum pricing to complete the project as detailed in RFP documents. Contractors are to provide total, turn-key, Lump Sum pricing for Ring #2 and total, turn-key, Lump Sum pricing for Ring #4 to supply all labor, materials, and equipment to construct and install	Response: Total Project Lump Sum Pricing in dollars and cents. \$632,484.00
/ 30 pts	



BID BOND

(Five Percent (5%) of Bid)

Bid Bond # N/A

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

Longwood Arenas, LLC,

as **CONTRACTOR**, and

Old Republic Surety Company,

as **SURETY**, a corporation duly organized

under the laws of the State of WI, are hereby held and firmly bound unto

CITY OF ALPHARETTA, GEORGIA

2 PARK PLAZA

ALPHARETTA, GA 30009 as **CITY** and hereafter called **OBLIGEE**, in the penal sum of

Five Percent of Total Amount Bid in U.S. ----- Dollars (\$ 5% -----), or Five Percent (5 %) of the bid amount, whichever is less, for the payment of which sum well and truly to be made, the said **CONTRACTOR** and the said **SURETY**, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this 20th day of February, 2025.

The condition of the above obligation is such that whereas the **CONTRACTOR** has submitted to the **OBLIGEE** a certain bid attached hereto and hereby made a part hereof to enter into a contract in writing for the construction of

EQUESTRIAN RING FOOTING AND UNDERDRAIN CONSTRUCTION & MAINTENANCE including, but not limited to, all materials, labor, and equipment to construct, install, or maintain the equestrian ring and underdrain system as specified, more particularly described in the Bidding documents and plans (hereafter called the PROJECT).

NOW, THEREFORE, if the **OBLIGEE** shall accept the bid of the **CONTRACTOR** and the **CONTRACTOR** shall enter into a Contract with the **OBLIGEE** in accordance with the terms of such bid and give such bonds or bond as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the **CONTRACTOR** to enter such Contract and give such bond or bonds, if the **CONTRACTOR** shall pay to the **OBLIGEE** the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the **OBLIGEE** may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

BID BOND

Page 2 of 2

The **SURETY**, for value received, hereby stipulates and agrees that the obligations of said **SURETY** and its bond shall be in no way impaired or affected by any extension of the time within which the **OBLIGEE** may accept such bids, and said **SURETY** does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the **CONTRACTOR** and the **SURETY** corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Longwood Arenas, LLC

CONTRACTOR

(SEAL)

By: _____

Old Republic Surety Company

SURETY

By: _____



(SEAL)

Georgia Representative
David B. Shick, Attorney-In-Fact

Surety Contact Information:

Address: 18500 W Corporate Drive., Suite 170, Brookfield, WI 53045

Phone: (813) 243-1110

Fax: (813) 243-1109

Email: contractbonds@prosuregroup.com

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to conduct business in the State of Georgia.



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:
DAVID B. SHICK, BRANDY BAICH of TAMPA, FL

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 4th day of May, 2023.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary



Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 4th day of May, 2023, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



92-3469

Signed and sealed at the City of Brookfield, WI this 20 day of February, 2025

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

CONTRACT FOR SERVICES EQUESTRIAN RING FOOTING AND UNDERDRAIN CONSTRUCTION & MAINTENANCE

This Contract for Services (hereinafter, "Contract") for the City of Alpharetta is made and entered into and is effective upon execution, by and between, **LONGWOOD ARENAS LLC**, a Florida limited liability company with its principal office located at 10011 NW Hwy 225A, Ocala, FL 34482 (hereinafter, "CONTRACTOR"), and **CITY OF ALPHARETTA, GEORGIA**, a municipal corporation of the State of Georgia (hereinafter, the "CITY").

1. Contract Documents. The Contract Documents consist of this Contract, the City's Request for Proposal No. 25-107, dated January 23, 2025 (the "RFP"), including plan set and any addenda thereto, and the Contractor's Proposal, dated February 20, 2025, 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 shall govern; provided however, to the extent any of Contractor's obligations or duties set forth in the Proposal exceed the requirements provided within the RFP or this Contract, or the City finds any of the terms set forth in the Proposal more desirable, the terms set forth in the Proposal shall control. Subject to the foregoing, in the event of a conflict between the language in the RFP and the Proposal, the language in the former shall govern. In the event of any conflict in the Contract Documents, the provisions and requirements set forth in this Contract shall govern.
2. Scope of Services. The Contractor's duties and scope of services (the "Work") and, in general, include the following: all labor, material, and equipment to improve the Equestrian Center including, but not limited to remodeling of rings #2 & #4 and stormwater improvements, located at Wills Park Equestrian Center, within the City of Alpharetta.
3. Contract Prices. In accordance with the costs established in Contractor's Cost Proposal and as finally awarded by the City, the City shall pay Contractor a fixed fee in the amount of **SIX HUNDRED THIRTY-TWO THOUSAND, FOUR HUNDRED EIGHTY-FOUR DOLLARS AND 00/100 (\$632,484.00)** for Contractor's performance of Work. This price includes the full development and provision of all deliverables as specified in the Proposal, as further supplemented, or modified by the City's requirements. 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 shall be submitted to:

City of Alpharetta
Recreation, Parks & Cultural Services Department
2 Park Plaza
Alpharetta, Georgia 30009
Attn: Kurt Kirby

kkirby@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 shall submit 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 render payment. Upon receipt of Contractor's final invoice and following final inspection and final acceptance of the Work, the City will render 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 shall 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 shall 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 and/or for any liquidated damages due to the City. Acceptance of final payment shall 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.

4. Commencement of Services and Final Completion.

- (a) Commencement of Services. The City shall not become obligated to pay for the Work prior to execution of this Contract and the Contractor shall not proceed to perform the Work until a written authorization to proceed ("Notice to Proceed") has been sent to the Contractor from the City. The Contractor shall commence performance of the Work ("Commencement of Work") as set forth in the Notice to Proceed.
- (b) Final Completion. When all of the Work is finally complete and the Contractor is ready for a final inspection, the Contractor shall notify the City thereof in writing. Thereupon, the City will make final inspection of the Work and, if the Work is complete in full accordance with this Contract and this Contract has been fully performed ("Final Completion"), subject to other terms and provisions hereof, the Contractor shall be entitled to payment of the Contract Price following submittal of the invoice(s) as set forth in Section 3. Warranty of the materials/product and labor required by this Contract shall commence upon the date of Final Completion.
 - i. Time for Performance and Contract Term. The City will issue a Notice to Proceed for each ring construction: Ring #2 and Ring #4.
 - a. The Contractor shall promptly commence the Work with adequate force and equipment as set forth in each Notice to Proceed or otherwise in the Contract. Contractor shall **within ten (10) calendar days** from receipt of Notice to Proceed, or as otherwise specified in the Notice to Proceed, continuously pursue the Work without interruption to completion, and fully complete the Work (i.e., achieve final completion) **within forty-five**

(45) calendar days of commencement of the Work for **Ring #2** following receipt of the Notice to Proceed.

- b. The Contractor shall promptly commence the Work with adequate force and equipment as set forth in each Notice to Proceed or otherwise in the Contract. Contractor shall **within ten (10) calendar days** from receipt of Notice to Proceed, or as otherwise specified in the Notice to Proceed, continuously pursue the Work without interruption to completion, and fully complete the Work (i.e., achieve final completion) **within forty-five (45) calendar days** of commencement of the Work for **Ring #4** following receipt of the Notice to Proceed.

ii. Liquidated Damages. Liquidated damages will apply per GDOT Standard Specifications for Construction of Transportation Systems, 2021, Section 108.08. If the Contractor fails to achieve Substantial Completion and/or Final Completion by the dates set forth in the resulting contract, the Contractor shall be liable to the City for liquidated damages for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth in the Contract; and liable to the City for liquidated damages per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth in the Contract, as applicable. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing a reasonable pre-estimate of delay damages likely to be sustained by the City for any such breach, as it is mutually agreed that any such actual and consequential damages incurred by the City for such breach would otherwise be difficult to ascertain.

- (c) Delay Caused by City. If the completion of the Work is delayed by actions of the City, then and in such event the required time for completion of the Work shall be extended for such additional time within which to complete performance as is required by such delay.
- (d) Time is of the Essence. All limitations of time set forth in this Contract are of the essence.

5. Duration of Contract.

- (a) Contract Extension. If the completion of this Contract is delayed by actions of the City, then and in such event the term of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the City and the Contractor for reasons of additional time, additional services and/or additional areas of work.

6. Termination. 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 shall give notice to the defaulting party of the failure or default. Such party shall 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 16 (*Notices*). The Contract may also be terminated prior to expiration of the term by the City for City's convenience upon the provision of not less than fourteen (14) days written notice to the Contractor. In the event of such termination, the Contractor shall be compensated for services performed prior to termination. Such amount shall be paid by the City upon the Contractor'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 Contractor in performing the services included in this Contract, whether completed or in progress. All unperformed obligations incurred by Contractor prior to such date shall survive termination of this Contract.

7. Representations and Warranties. Contractor represents and warrants that:

(a) Contractor 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 shall be delivered free and clear of any lien, encumbrance, security interest or other claim, of whatever nature; (b) Contractor shall 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 shall comply with all such statutes, rules, regulations and requirements in effect at the time of delivery to and acceptance by the City; (c) Contractor shall 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 Contractor under this Contract shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by other members of Contractor's profession or trade currently practicing in the same locality under similar conditions; and (e) Contractor, 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, shall owe its primary duty of loyalty to the City.

8. Licenses, Registrations, Certifications and Permits. The Contractor shall be responsible for obtaining and maintaining in a valid status, all licenses, registrations, certifications and permits necessary to perform the Work as required by law. Contractor represents to the City that the Contractor 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. Contractor shall provide copies of any such licenses, certifications or permits to the City upon request.

9. Insurance.

(a) Insurance Generally. Contractor shall obtain and shall continuously maintain during the term of this Contract insurance of the kind and in the minimum amounts as specified in the RFP, as follows:

- i. 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.)

- ii. 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).
- iii. 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.
- iv. 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.

(b) Requirements of Insurance.

- i. Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor.
- ii. No policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.
- iii. Every policy of insurance shall 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 shall be maintained in all equipment and motor vehicles insured in accordance with the provisions of this Contract.
- v. Contractor will ensure that any and all policies of insurance procured hereunder shall provide for a waiver of subrogation against the City, and Contractor 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 Contractor's failure to obtain and continuously maintain policies of insurance in accordance with this Section and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Contract. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Contract upon which the City may immediately terminate this Contract without advance notice.
 - (d) Insurance Certificates. Contractor shall provide proof of such insurance to the City contemporaneously with the execution of this Contract. Prior to commencement of the Work, Contractor shall 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 shall 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. Contractor shall maintain such other types and/or amounts of insurance as reasonably required by the City from time to time.
10. Indemnification. Contractor shall, 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, arising out of or related to Contractor's, or its officers', agents', employees' or subcontractors', performance or non-performance of this Contract; provided, however, that this indemnification obligation shall not apply to any Claims arising from the sole negligence of the City. Nothing in this Section or this Contract shall be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third-party beneficiaries.
11. Performance and Payment Bonds. Prior to or at the time of execution of this Contract, the Contractor, as principal, and a surety company listed in the Federal Register and licensed to write surety insurance in the State of Georgia, as surety, shall give a Contract Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the contract price, for the use of the City (performance bond) or all persons doing work or furnishing skills, tools, machinery, or materials under or for the purpose of this Contract (payment bond), in accordance with the provisions of the law of the State of Georgia, including, but not limited to O.C.G.A. § 36-91-21, et seq., as applicable. The life of these bonds shall extend through the life of this Contract including a sixty (60) day maintenance period (if applicable) and a twelve-month warranty/guarantee period after the completion of Work performed under this Contract. If the City, in its sole discretion, determines either (a) the surety has become insolvent, (b) the surety is no longer certified or approved to write surety insurance or do business in the State of Georgia, or (c) there

are no longer sufficient sureties on any or all of the bonds, Contractor shall be required to furnish new or additional bonds within ten (10) days of City providing written notice of such determination to Contractor. Further, City shall have the right to order Contractor to cease performance of the Work until such new or additional bonds are furnished. Contractor shall be liable for any delay in the completion of the work arising out of the failure to maintain sufficient sureties, as any such delay shall be deemed to be caused by Contractor.

12. No Subcontractors. No subcontractor or consultant shall be retained by Contractor to perform services under this Contract without the prior written consent of the City, except for those subcontractors previously identified in the Proposal. Essential staff members assigned to the performance of the Work shall not be reassigned without the consent of the City, which consent shall not be unreasonably withheld. Administration of any approved subcontractor shall be the Contractor's responsibility and all subcontracts shall require each subcontractor to be bound by all pertinent portions of this Contract and to assume all applicable obligations and responsibilities which the Contractor by this Contract assumes toward the City. In particular, and not by way of limitation, all indemnification and insurance provisions shall 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.
13. Independent Contractor. The Contractor shall at all times be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture, or partner of the City. Contractor shall have no authority to contract for or bind City in any manner. Contractor shall 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 the provisions of Section 12 (*No Subcontractors*) hereof or any other provision(s) of this Contract to the contrary, no employee, contractor or subcontractor of Contractor shall be considered an "employee" of the City during the performance of this Contract (the term "employee" shall have the same meaning as provided in IRS Publication No. 15 (2014)(Circular E).
14. Conflict of Interest. The Contractor 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 Contractor to provide products and services to the City. This provision shall not apply to legal campaign contributions, provided that such contributions have been disclosed in Contractor's response to the City's RFP.
15. Ownership of Work Product. In the event Contractor prepares, pursuant to the performance of this Contract, any drawings, plans, studies, reports, specifications, other documents (the "Work Product"), the City shall be deemed the owner of the original of all such Work Product, and all statutory and common law rights with respect to such Work Product shall accrue to the City, provided the City has paid for the services in full.

16. Notices. All contractual notices and communications under this Contract shall be deemed sufficient if given by certified mail or statutory overnight mail with return receipt requested, or hand delivered:

(a) If to the Contractor, at the following address:

Longwood Arenas, LLC
10011 NW Hwy. 225A
Ocala FL 34482
Attn: Joseph Watkins
352-804-8932
joe@longwoodarenas.com

(b) If to the City, at the following address:

City of Alpharetta
Recreation, Parks & Cultural Services Department
2 Park Plaza
Alpharetta, GA 30009
Attention: Morgan Rodgers
678-297-6103
mrodgers@alpharetta.ga.us

(c) With a copy to:

City of Alpharetta
Public Works Department
1790 Hembree Road
Alpharetta, GA 30009
Attention: Andrew Echols, City's Project Manager
678-297-6200
aechols@alpharetta.ga.us

Alpharetta City Attorney
Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040
Attention: Molly Esswein
678-455-7150
messwein@jarrard-davis.com

For the purposes of this Contract, the effective date of notice shall be the date that the notice is placed in certified or statutory overnight mail or placed with a courier for hand delivery.

16. Public Records. Contractor 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. Contractor's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Contract by the City. Further, Contractor agrees to retain 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 shall limit the Contractor's or the City's right to defend against disclosure of records alleged to be public.

17. 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 shall not enter into a contract for the "physical performance of services" (as defined in O.C.G.A. § 13-10-90) unless the Contractor registers and participates in a federal work authorization program (E-Verify). The E-Verify affidavit or the secure identifiable document submitted by the Contractor 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, Contractor represents, warrants, acknowledges, and/or agrees that:

The Contractor has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;

Subcontractors shall not enter into any contract with the Contractor 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 shall 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?IS=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. Contractor, if providing the physical performance of services under this contract, shall 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 Contractor employs or contracts with a subcontractor in connection with the covered contract, the Contractor shall 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 A of the RFP, and will maintain a record of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of the Contractor/subcontractor agreement. Further, it shall be the duty of the Contractor 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 Contractor 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 A of the RFP, and maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit shall become a part of the subcontractor/sub-subcontractor agreement. Any subcontractor receiving an affidavit from a sub-subcontractor shall forward notice to the Contractor of the receipt, within five (5) business days of receipt, of such affidavit. Further, it shall 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 shall also forward, within five (5) business days of receipt, a copy of such notice to the Contractor.
- iv. In lieu of the affidavit required by this Section, if Contractor, 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 shall instead provide a copy of his or her state issued driver's license or state issued identification card.
- (c) The Contractor shall comply with any and 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, shall be open for public inspection in this State at reasonable times during normal business hours.

18. Miscellaneous.

- (a) Compliance with Laws; No Discrimination. The Contractor, including any approved subcontractors, shall, in performance of the Work, fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, the Civil Rights Act of 1964, 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 Contractor shall not discriminate against any

person on the basis of race, color, religion, sex, national origin or ancestry, age or disability and shall further ensure that Contractor's agents and/or subcontractors comply with same. Further, Contractor, its agents and subcontractors shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall 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 shall be performed in the State of Georgia, and this Contract shall be construed and enforced in accordance with the laws of the State of Georgia. Subject to Subsection (j) below (*Arbitration*), venue for any action arising out of this Contract shall 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) Counterparts. This Contract may be executed in three (3) or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one (1) and the same instrument.
- (e) Severability. In the event that any provision hereof is held to be invalid or unenforceable, such provision shall be severed from this Contract and shall 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 shall be binding upon and shall 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 Contractor 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 shall 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 shall 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 shall, 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) Annual Appropriation. Notwithstanding any other provision or provisions of this Contract, pursuant to O.C.G.A. § 36-60-13, this Contract will terminate immediately

and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive.

- (l) Additional Terms of Contractor. The City shall not be bound by any terms and conditions included in any Contractor 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.
- (m) 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 shall not apply a presumption that the provisions hereof shall 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.
- (n) No Third-Party Beneficiaries. Nothing contained in this Contract is intended to or shall 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 Contractor. 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.
- (o) No Waiver of Governmental Immunity. Nothing in this Contract shall 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.
- (p) Publicity Provision. Contractor shall not use any trademarks, service marks, or logos of the City without the City's express prior written consent. In particular, Contractor shall 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.
- (q) Survival. Any and all provisions of this Contract creating obligations extending beyond the term of this Contract, including, without limitation, Contractor's warranty of products and labor and the indemnification provisions contained herein, shall survive the expiration or termination of this Contract, regardless of the reason for such termination.

[SIGNATURES BEGIN ON NEXT PAGE]

CONTRACT NAME: Equestrian Ring Footing and Underdrain Construction & Maintenance
CONTRACT NO. 25-107

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

Joshua F. Jones, City Attorney

LONGWOOD ARENAS, LLC

By: _____

Joseph Watkins, Member

RFP 25-107: Equestrian Ring Footing and Underdrain Construction & Maintenance Scoring Summary

Active Submissions

	Total	B - Group 2 Technical	B-1 - Company Experience, Past Performance, References for Similar Type Work	B-2 - Experience / Resume of Proposed Site Project Manager or Crew Leader, Lead Person on Site; Specialized Expertise	B-3 - Technical Proposal, Project Approach	C - Cost Proposal	C-1 - Cost Proposal
Supplier	/ 100 pts	/ 70 pts	/ 25 pts	/ 20 pts	/ 25 pts	/ 30 pts	/ 30 pts
Longwood Arenas Ilc	83.83	53.83	19.17	14.67	20	30	30 (\$632,484.00)
Equestrian Services International	66.8	48.17	15.83	14	18.33	18.63	18.63 (\$1,018,283.18)



STAFF REPORT

Department: Recreation, Parks & Cultural Services

Submitted By: Morgan Rodgers

Meeting Date: May 5, 2025

AGENDA ITEM:

Request for Proposal 25-113: Football Youth Athletic Association

Consideration of approval to award Request for Proposal 25-113 to North Atlanta Football League, Inc. to provide an annual Youth Football Athletic Association for ages K-5, to include tackle, flag, and cheer for the City and authorize the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the award of RFP 25-113 to North Atlanta Football League, Inc. to provide an annual Youth Football Athletic Association for ages K-5, to include tackle, flag, and cheer for the Recreation, Parks and Cultural Services Department and authorize the Mayor to execute all necessary documents.

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: WHILE THERE IS NOT A SPECIFIC FISCAL APPROPRIATION FOR PARTNERED YOUTH ATHLETIC ASSOCIATIONS, CALCULATIONS OF REGISTRATION FEES FOR PROGRAM PARTICIPANTS THAT WILL COVER PROGRAM EXPENSES, THE ASSOCIATION'S OPERATIONS, AND THE CITY'S COST TO MAINTAIN AND REPAIR THE FIELDS AND FACILITIES USED TO FACILITATE THE PROGRAM ARE STIPULATED IN THE AGREEMENT. IN ADDITION, ALL PROGRAM PARTICIPANTS WHO RESIDE OUTSIDE THE CITY LIMITS OF ALPHARETTA WILL BE ASSESSED A NON-RESIDENT FEE AND ASSOCIATIONS ARE TO PAY THE CITY THE NON-RESIDENT FEES FOR EACH ASSOCIATION'S NON-RESIDENT PARTICIPANTS IN THEIR PROGRAM. ASSOCIATION NON-RESIDENT FEES ARE CALCULATED AT 75% MORE THAN THE RESIDENT REGISTRATION FEE. THE DOLLAR AMOUNT OF AN ASSOCIATION'S NON-RESIDENT FEE SHALL NOT EXCEED THE HIGHEST NON-RESIDENT FEE CHARGED TO PARTICIPANTS IN YOUTH ATHLETIC PROGRAMS MANAGED DIRECTLY BY THE DEPARTMENT. THEREFORE, THERE ARE TWO FISCAL IMPACTS ON THE CITY:

1. THE FISCAL IMPACT ON THE CITY WOULD BE THE COST OF REPAIRING OR MAINTAINING THE FIELDS AND FACILITIES. HOWEVER, THIS EXPENSE IS BUDGETED INTO THE REGISTRATION FEE AND THEREFORE NULLIFIED.

2. ANY REVENUE GENERATED FROM NON-RESIDENT PARTICIPANT FEES IN THE ASSOCIATION PROGRAMS.

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:

Background

North Atlanta Football League (NAFL) has been the City of Alpharetta's Youth Athletic Association Football provider for the past 5 years. RFP 25-113 was created due to consistent non-compliance of residency of the Executive Board Members by NAFL over the past several years. RFP 25-113 sought qualified providers for an Alpharetta Youth Football league.

NAFL was the sole submission to RFP 25-113; they have since submitted the Executive Board roster for 2025. It has been verified by the Alpharetta Recreation, Parks and Cultural Services (ARPCS) staff and compliance, with a minimum of 50% Alpharetta residency, was verified. Executive board residency is verified for all Youth Athletic Associations in the first quarter annually and ARPCS will continue to do so per the Youth Athletic Association Facility Use Agreement to ensure continued compliance for all YAA executive boards.

NAFL has proven, over the past 50 years, that they consistently provide a high-quality football and cheer program that serves both the City of Alpharetta community, and surrounding communities.

Recommendation Explanation

The award of RFP 25-113 is for a qualified and established Youth Athletic Association to provide to the community a Youth Football program for grades K through 3, to include tackle, flag, and cheer for the City of Alpharetta. The scope-of-work includes providing all requirements of the Youth Athletics Association Annual Facility Use Agreement.

ALTERNATIVES:

Should RFP25-113 not be authorized and approved, Alpharetta Recreation, Parks and Cultural Services must a) put another RFP out to bid, or b) propose a mid-year budget request FY26 to fund the resources needed (staff, equipment), for Recreation, Parks and Cultural Services Athletics to program and run a youth football league in-house for the community beginning Fall 2026.

ATTACHMENTS:

1. Board of Directors (NAFL)
2. NAFL Vendor Response - No Forms
3. RFP 25-113 Scope of Work 01302025
4. RFP 25-113 Scoring Summary

First	Last	Home Address	Verified CY		
Dave	Cramer	2165 Lake Grove Lane, Milton, GA 30004	Milton	%	
Patrick	Cheek	105 Oakhurst Leaf Drive, Milton, GA 30004	Milton	Alpha	50
Shannon	Davis	3690 Claredun Court, Cumming, GA 30040	Forsyth	Milton	42
Jenny	Binner	250 Eversedge Court, Alpharetta, GA 30009	Alpharetta	Other	8
Rich	Dennis	1130 Bay Pointe Crossing, Alpharetta, GA 30005	Alpharetta		
Vinny	Esposito	525 Tiverton Court, Alpharetta, GA 30009	Alpharetta		
Jessica	Hayslip	765 Sable Pointe Road, Milton, GA 30004	Milton		
Robert Corey	Deal	3025 Saint Michelle Way, Alpharetta, GA 30004	Alpharetta		
Tony	Palazzo	1505 Muirfield Cove, Milton, GA 30004	Milton		
Austin	Ragans	15350 White Columns Drive, Milton, GA 30004	Milton		
Benjamin Cooper	Smith	1650 Eversedge Drive, Alpharetta, GA 30009	Alpharetta		
Steven	Velez	1235 Briers Creek Drive, Alpharetta, GA 30004	Alpharetta		



CITY OF ALPHARETTA REQUEST FOR PROPOSALS (RFP)

RFP Number: 25-113 Football Youth Athletic Association

FEBRUARY 20, 2025, 10:00 AM.

Submitted to:

City of Alpharetta 2 Park Plaza
Alpharetta, GA 30009
Attn: Abby Shipp, Procurement Agent
678-297-6052
purchasing@alpharetta.ga.us



Submitted by:

North Atlanta Football League
c/o Robbins Alloy Belinfante Littlefield LLC
Attn: Josh Belinfante, Esq.
500 14th Street, NW
Atlanta, GA 30318
Office: 678-701-9381



North Atlanta Football League
3000 Heritage Walk, Suite 301
Milton, Georgia 30004
Tel. 770-843-2415
tony.palazzo@berkeleycp.com

February 20, 2025



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PROGRAM APPROACH AND TECHNICAL CAPABILITIES

1. Program Structure

The NAFL offers a comprehensive and well-structured football and cheer program designed to accommodate players of different ages, skill levels, and experience. The league prioritizes player development, safety, and competitive balance, ensuring a positive and enriching experience for all participants.

League Structure for Tackle, Flag, and Cheer

NAFL provides three primary programs: Tackle Football, Flag Football, and Cheerleading, each designed to cater to specific age groups and developmental levels.

Age-Specific Divisions and Rules of Play

Flag Football (Ages 5-12):

- Focuses on non-contact gameplay, teaching basic football fundamentals, teamwork, and agility.
- Modified rules of play that emphasize skill-building, positioning, and movement without tackling or contact.
- Seven vs Seven game format played on a 70 yard field to maximize player engagement and learning.
- We format our program to align with NFL Flag rules and procedures
- Offered for Kindergarten to 5th graders

Tackle Football (Ages 7-12):

- Structured into divisions based on age and weight, ensuring fair competition and safety.
- Follows National Federation of State High School Associations (NFHS) and USA Football guidelines for youth play.
- Players are introduced to fundamental techniques, team strategy, and position-specific skills.
- The season includes regular-season games, playoffs, and championships.
- Offered for 2nd to 5th graders

Cheerleading (Ages 5-12):

- Cheer squads are formed to support NAFL football teams during games and playoffs.
- Participants learn cheer routines, chants, stunts, and dance to promote team spirit and crowd engagement.
- Emphasis on teamwork, leadership, and confidence-building.
- Offered to Kindergarten to 5th graders
- Competitive cheer teams offered for 3rd-5th graders



Coaching Philosophy and Player Development Programs

NAFL follows a player-centric coaching model, focusing on skill development, teamwork, and sportsmanship. The league's coaching philosophy includes:

- Fundamental Skill Training – Ensuring players receive age-appropriate coaching on football techniques, including tackling, passing, catching, and blocking.
- Progressive Development – Players advance through skill levels, gaining a strong foundation before moving to more competitive play.
- Certified Coaching Staff – All coaches undergo training in USA Football's Heads Up Tackling, Concussion Awareness, and Safety Certification Programs.
- Mentorship and Leadership – Coaches emphasize discipline, teamwork, and leadership, helping young athletes build strong character on and off the field.
- The league also integrates position-specific training, film study sessions, and conditioning programs to enhance player performance and football IQ.

Player Safety Measures and Protocols

NAFL prioritizes player safety above all else by implementing strict health and safety protocols based on industry best practices and research on youth football safety.

Concussion Management:

- NAFL follows the CDC's "Heads Up" Concussion Protocol, ensuring proper diagnosis, reporting, and recovery timelines for injured players.
- Mandatory baseline concussion testing for all tackle football participants.
- Immediate removal from play and medical evaluation for any suspected head injuries.

Injury Prevention and Equipment Safety:

- VICIS Zero2 Youth Football Helmets are provided to minimize head impact and prevent concussions.
- Regular helmet and equipment inspections to ensure proper fit and safety compliance.
- Certified trainers are available during games to provide immediate medical assistance.

Safe Coaching and Practice Guidelines:

- Strict adherence to "contact limitations" in practices to reduce injury risk.
- Implementation of safe tackling techniques through Heads Up Football training.
- Hydration and heat safety protocols are enforced during all practices and games.

The NAFL is dedicated to providing a well-structured, safe, and development-focused youth sports environment. Through age-appropriate divisions, certified coaching, and stringent safety measures, NAFL ensures that players develop fundamental football skills while prioritizing their well-being. By integrating modern safety technologies, experienced coaching, and structured player development, NAFL continues to be a leading youth football organization in Alpharetta, Milton, and surrounding North Fulton Counties.



2. Administrative Support and Reporting

NAFL Administrative Infrastructure

The NAFL is committed to providing a comprehensive administrative system that ensures efficient league operations, seamless communication, and accurate financial management. By leveraging modern technology and organizational tools, NAFL streamlines registration, scheduling, financial tracking, and reporting, ensuring a well-organized and transparent league experience for players, families, coaches, and administrators.

Registration Systems and Participant Management

NAFL utilizes an online registration platform to simplify participant enrollment and league administration. This system enables parents to register players online, submit required documentation, and select specific programs such as flag football, tackle football, or cheerleading. The system also features automated rostering, ensuring that players are placed in the correct age group and team assignments while keeping a real-time database of registered participants, team placements, and emergency contacts.

To maintain structured and fair enrollment, NAFL implements a waitlist system for teams that reach capacity, allowing for organized team formation. Additionally, the platform facilitates volunteer and coaching applications, giving parents and community members the opportunity to apply for coaching, officiating, or team management roles.

Financial Management (Budgeting, Invoicing, and Payment Processing)

NAFL maintains a structured financial system to ensure transparency, accountability, and efficient management of funds. The league provides secure online payment processing, allowing families to pay registration fees, team dues, and purchase equipment online. Automated invoicing ensures timely fee collection, reducing administrative burdens and improving financial efficiency.

To further support league operations, NAFL tracks sponsorship and fundraising contributions, ensuring all funds are properly allocated to support team development and league activities. The league follows a detailed budget planning process, tracking expenses related to field rentals, uniforms, officiating, and equipment purchases. Additionally, NAFL offers financial aid and scholarship opportunities to qualified families while maintaining fiscal responsibility and sustainability.

Scheduling Tools and Communication Systems

NAFL uses advanced scheduling and communication systems to coordinate practices, games, and special events, ensuring effective interaction between players, families, and coaches. Automated scheduling tools help align team practices and game schedules with available field space, integrating coach preferences and logistical constraints.



Players and parents have access to team-specific calendars, which can be viewed via mobile apps and online portals, helping families stay informed of upcoming games, practices, and events. To ensure timely communication, NAFL uses instant notifications and alerts to inform families about schedule changes, weather delays, and important league announcements. The league also includes coach and team chat functions, allowing for direct communication between coaches, parents, and administrators. Additionally, a volunteer coordination system is in place to assign game-day responsibilities, including concessions, field setup, and team support roles.

Reporting on League Participation, Performance, and Key Metrics

NAFL places a strong emphasis on data-driven decision-making, ensuring accurate reporting on player participation, team performance, and league growth. The league produces participation reports, tracking registration numbers, team sizes, and player retention rates year-over-year, helping with future program planning.

Performance metrics provide insights into team statistics, win/loss records, and individual player achievements, allowing for coaching evaluations and player development tracking. Financial reports ensure transparency, tracking revenue, sponsorship contributions, and budget allocations to maintain compliance with league governance policies.

Additionally, NAFL conducts impact and safety reports, monitoring concussions, injuries, and the effectiveness of player safety measures. The league evaluates safety initiatives, such as the implementation of helmet technology and training programs, to continuously enhance player protection and program improvements.

Through the integration of modern technology, structured financial management, and effective communication tools, NAFL ensures a well-managed, efficient, and transparent league operation. By implementing automated registration systems, advanced scheduling tools, and data-driven reporting processes, NAFL continues to enhance the experience for players, families, and the community while maintaining its reputation as a leading youth football league in Alpharetta, Milton, and surrounding North Fulton communities.



3. Equipment and Uniforms

The NAFL is committed to providing high-quality equipment and uniforms to ensure player safety, comfort, and performance. By investing in top-tier protective gear, standardized uniforms, and structured maintenance policies, NAFL guarantees a professional and safe playing environment for all participants.

Types of Football Gear Provided

NAFL supplies essential football equipment to ensure all players are properly outfitted with protective and game-ready gear. This includes:

- Helmets:
 - NAFL exclusively provides VICIS Zero2 Youth Football Helmets, among the highest-rated helmets for impact absorption and concussion prevention.
- Shoulder Pads:
 - Lightweight and high-impact shoulder pads designed for maximum protection and flexibility.
- Football Jerseys and Pants:
 - Custom jerseys featuring team colors and logos paired with padded football pants for added safety.
- Mouthguards:
 - Mandatory for all players to protect against dental injuries.
- Football Cleats:
 - Players are encouraged to use league-recommended cleats for improved traction and performance.
- Game and Practice Footballs:
 - Officially sized and league-approved footballs are provided for practices and game-day use.

Uniforms and Gear for Players and Coaches

NAFL ensures all players and coaches are outfitted in consistent, high-quality team apparel:

- Players Receive:
 - Game-day home and away jerseys.
 - Integrated football pants with padding for protection.
 - Team-branded socks and/or compression sleeves (optional for performance enhancement).
- Coaches Receive:
 - Official NAFL-branded coaching shirts, hats, and jackets for easy sideline identification.
 - Coaching gear such as clipboards, whistles, and playbooks.
 - Safety and training equipment (e.g., cones, agility ladders, and tackling dummies).



NAFL enforces a uniform policy to ensure team unity and professionalism across all divisions.

Equipment Maintenance and Replacement Policies

NAFL follows strict maintenance protocols to ensure all equipment remains safe and functional throughout the season:

- Helmet Safety Checks:
 - Helmets undergo pre-season inspections and certification checks to meet safety standards.
 - Reconditioning or replacement of helmets occurs every two seasons or immediately if damaged.
- Shoulder Pad and Gear Maintenance:
 - All protective gear is cleaned, inspected, and sanitized before each season.
 - Worn-out or compromised pads are immediately replaced.
- Jersey and Uniform Care:
 - Players are required to properly maintain and wash uniforms.
 - Lost or damaged uniforms can be replaced for a fee.
- End-of-Season Equipment Collection:
 - All reusable gear is collected, inspected, and stored for future use.
 - Outdated or worn-out equipment is donated to underprivileged leagues or properly disposed of.

Conclusion

NAFL ensures all players and coaches access high-quality equipment and uniforms, prioritizing safety, comfort, and team unity. Through a structured maintenance and replacement plan, the league guarantees that all gear meets safety standards, providing young athletes with the best possible experience on the field.



4. Staffing Plan

The NAFL operates with a dynamic and flexible staffing structure, recognizing that coaches, referees,, volunteers, and Teamcoordinators may change from season to season. To ensure the league's continued success, NAFL has developed a comprehensive onboarding and training program that allows new personnel to seamlessly integrate into their roles while maintaining the league's high standards of safety, organization, and player development.

NAFL recruits qualified and passionate individuals each year to serve as head coaches, assistant coaches, referees, and team coordinators. Since many of these roles are filled by volunteers, parents, and community members, staff turnover is expected and managed through a structured training and certification process. All coaches are required to complete USA Football's Heads Up Program and undergo annual safety and skills training to ensure that new and returning staff are aligned with NAFL's coaching philosophy and safety protocols. Referees receive updated training in league rules and officiating standards, while athletic trainers and medical staff undergo continuous education on concussion protocols and player safety measures.

Volunteer engagement is a key part of NAFL's operations, and each year, new volunteers step into roles such as team parents, field crew, game-day assistants, and concessions staff. To accommodate annual turnover, NAFL provides orientation sessions, role-specific workshops, and ongoing mentorship programs to help new volunteers understand their responsibilities. Similarly, event coordinators are selected each season to oversee game logistics, tournaments, and community events, ensuring smooth execution regardless of staff changes. By maintaining a strong recruitment, training, and transition plan, NAFL ensures that despite annual staffing changes, the league continues to function at a high level, providing a safe, organized, and engaging football experience for players and their families. This adaptable approach allows NAFL to consistently uphold its commitment to excellence in youth football, regardless of seasonal personnel shifts.

5. Safety Protocols

The NAFL is committed to ensuring the highest safety standards for all players, coaches, volunteers, and spectators. Through comprehensive health and safety plans, emergency response procedures, and insurance coverage, NAFL provides a secure environment where young athletes can develop their skills while minimizing risks.

NAFL has established detailed health and safety plans that outline emergency procedures and response protocols for various situations, including injuries, severe weather conditions, and other unforeseen incidents. Each game and practice session is supervised by trained personnel, including certified coaches, referees, and medical staff, to ensure immediate action in case of emergencies. Every team is equipped with a first aid kit, emergency contact lists, and access to on-site medical support when needed. Additionally, all coaches and volunteers receive first aid



and CPR training, ensuring they are prepared to handle injuries until professional medical help arrives. NAFL follows state-mandated concussion protocols, requiring immediate removal of any player suspected of having a head injury, followed by medical evaluation and clearance before returning to play. For severe weather conditions, the league has a lightning detection system and heat safety policies, ensuring games and practices are paused or rescheduled when necessary to protect athletes from extreme temperatures or storms.

To further safeguard players and volunteers, NAFL provides comprehensive insurance coverage, ensuring financial protection in case of injuries or accidents. Coverage includes medical expenses, liability protection, and accident insurance for all registered participants, subject to the limits outlined in the Organizational Requirements and Facility Use Agreement (Exhibit 2). The league works with trusted insurance providers to maintain policy compliance with state and national youth sports safety regulations. Parents and guardians receive detailed insurance coverage information during the registration process, along with guidelines on how to file claims in the event of an injury.

By implementing clear safety protocols, emergency response procedures, and insurance coverage protections, NAFL ensures a secure playing environment for all athletes, coaches, and volunteers. The league's commitment to health, safety, and risk management reinforces its dedication to providing a safe and enjoyable youth football experience.

6. Marketing and Communication Plan

The NAFL provides a marketing and communication strategy to promote the league to Alpharetta residents, increase community engagement, and ensure effective communication with families. By leveraging targeted marketing efforts, school outreach initiatives, and regular updates for parents and participants, NAFL aims to strengthen its presence in the Alpharetta, Milton, and surrounding North Fulton County communities.

NAFL's marketing strategy will utilize a multi-channel approach to reach current and prospective players, parents, and supporters. The league will maintain an active presence on social media platforms such as Facebook and Instagram, sharing league updates, game highlights, and player spotlights. To increase awareness and registration, digital advertisements will be targeted at Alpharetta-area families. Additionally, engaging video content featuring player testimonials, behind-the-scenes training, and safety initiatives will be shared to enhance engagement. The league will also conduct local outreach through partnerships with businesses, community organizations, and schools to promote the program. NAFL will distribute flyers and promotional materials in recreation centers, libraries, and youth organizations and will participate in local events, parades, and festivals to increase visibility. Press releases will be issued to local newspapers, online community forums, and radio stations, highlighting NAFL's impact, championship events, and player development programs.



To build strong relationships with local schools, NAFL will establish engagement initiatives at elementary, middle, and high school levels. We have build relationships with the feeder boards as well as the touchdown clubs to ensure continuity with the programs as players develop through the years. Additionally, NAFL host Game Day community experiences, allowing youth players to attend varsity football games and participate in halftime events, further fostering a sense of community and excitement for the sport.

Effective communication with families is a top priority for NAFL, ensuring that parents, players, and volunteers stay informed and engaged. The league will send monthly email newsletters, safety tips, feature stories, and league updates. Weekly reminders for game schedules and practice sessions will be sent via email and text notifications. NAFL will also maintain an interactive parent portal where families can track team schedules, receive real-time updates, access league documents, and sign up for volunteer opportunities. Additionally, NAFL communicates all league expectations, safety protocols, and policies on our website.

NAFL will ensure strong community engagement, increased participation, and long-term league growth by implementing a strategic marketing plan, fostering school partnerships, and maintaining clear communication with families. Through social media, local outreach, and direct school engagement, NAFL will continue to expand while upholding its commitment to excellence, player development, and family involvement in the Alpharetta community.

7. Budget Proposal

The NAFL operates with a structured financial plan to ensure affordability, efficiency, and sustainability while maintaining a high-quality youth football program. The budget includes participant fees, equipment and uniform costs, operational expenses, additional travel and facility costs, and sponsorship or fundraising options to help support league activities. The current budget is listed in Appendix 1.

Proposed League Fees for Participants

NAFL's registration fees cover essential costs such as equipment, field rentals, referees, and league operations. Fees vary depending on the program:

- Flag Football: \$300-350 per player
- Tackle Football: \$500-600 per player
- Cheerleading: \$200-400 per participant

These fees include player insurance, basic equipment rental, game uniforms and administrative costs. Discounts may be available for early registration, sibling participation, and financial assistance programs for qualifying families.



Equipment and Uniform Costs

NAFL ensures that all players receive safe, high-quality gear. Gameday gear and equipment cost is included in the registration fee and not an additional cost unless the equipment is not returned at the end of the season.

The costs of equipment and uniforms are as follows:

- Football Helmets (VICIS Zero2 Youth Helmets): \$549 per helmet
- Shoulder Pads: \$75 – \$150 per player
- Game Jerseys & Pants: \$100 – \$150 per player (home and away sets)
- Mouthguards, Chin Straps, and Accessories: \$15 – \$30 per player
- Football Practice Equipment (blocking pads, tackling dummies, cones): \$3,000 – \$5,000 per season
- Cheerleading uniforms and accessories (pom-poms, bows, and shoes) cost an average of \$400 per participant.

Operational Expenses

To maintain efficient league operations, NAFL incurs several recurring costs:

- Field and Facility Rentals: \$10,000 – \$20,000 per season
- Referee and Officiating Fees: \$75 – \$125 per game
- Medical Staff & Athletic Trainers: \$5,000 – \$7,500 per season
- League Administration (website, software, scheduling tools): \$3,000 – \$5,000
- Insurance Coverage for Players and Volunteers: \$8,000 – \$12,000 annually

These expenses ensure safe, organized, and well-coordinated games and practices throughout the season.

Potential Additional Costs

Some additional costs may arise depending on team progression and special events:

- Travel Expenses (regional/state tournaments, playoffs): \$2,000 – \$5,000
- Facility Upgrades (lighting, field maintenance, scoreboards): \$10,000+ (as needed)
- Coaching Certifications & Background Checks: \$50 per coach
- End-of-Season Banquets, Awards, and Trophies: \$2,500 – \$5,000

Families may also incur costs for optional spirit wear, team outings, or professional photography packages.

Sponsorship and Fundraising Options

To help offset costs and keep league fees affordable, NAFL actively pursues sponsorships and fundraising efforts:

- Corporate Sponsorship Packages: Businesses can sponsor teams, fields, or events in exchange for advertising opportunities.
- Community Fundraisers: Events such as raffles, car washes, and restaurant fundraising nights help generate additional funding.



- Player Fundraising Incentives: Teams can participate in donation drives, crowdfunding campaigns, and merchandise sales.
- Grant Applications: NAFL ensures that youth football remains accessible to all families, regardless of financial status. We offer scholarships/discounts depending on the families need to ensure football/cheer is accessible to all.

NAFL's budget breakdown is designed to maintain a high-quality, safe, affordable youth football program. By balancing participant fees, operational expenses, and fundraising efforts, the league provides a positive and competitive environment for young athletes while keeping costs manageable for families.

8. Timeline for Execution

The NAFL follows a structured timeline for the planning, preparation, and execution of each season. This schedule ensures efficient organization, player readiness, and a seamless experience for athletes, coaches, and families. The league's execution timeline includes key milestones such as registration deadlines, season kickoff, playoffs, and championship events, along with progress reporting and evaluation checkpoints to assess league success and make necessary adjustments.

Key Milestones and Season Timeline

- Pre-Season Planning (January – March)
 - Finalization of game schedules, team formation policies, and field permits.
 - Recruitment and certification of coaches, referees, and volunteers.
 - Equipment and uniform orders are placed to ensure timely distribution.
- Player Registration Period (March – May)
 - Early registration opens in March, allowing parents to secure spots for their children.
 - Final registration deadline in May, ensuring rosters are set before pre-season activities begin.
- Pre-Season Training and Team Preparations (July – August)
 - Player evaluations and team assignments will be conducted by the end of July
 - Coaching clinics and training camps are conducted to standardize coaching strategies.
 - Equipment distribution and uniform fittings for all teams.
 - Mandatory safety briefings and conditioning programs for players.
 - Jamborees in August
- Regular Season Kickoff (September)
 - Opening games begin the first week of September.
 - Teams play on a structured schedule, ensuring a balanced competition across all divisions.
- Mid-Season Review and Adjustments (October)



- o Performance evaluations of players and teams to adjust training and game strategies.
- Playoffs and Championship Events (November – Early December)
 - o Playoff rounds for qualifying teams take place in mid-November.
 - o League Championship Weekend is scheduled for early December, featuring final games and award ceremonies.
- Postseason Evaluation and Reporting (December – January)
 - o Comprehensive end-of-season review, including feedback from players, parents, and coaches.
 - o Data analysis of team performance, participation rates, and player safety statistics.
 - o Strategic planning for the next season, incorporating insights from evaluations.

Progress Reporting and Evaluation Timelines

- Progress reports during the season to track participation, game outcomes, and safety incidents.
- Postseason player satisfaction surveys to assess overall league experience.
- The annual board meeting is in January to review financial performance, operational success, and future improvements.

By following this detailed execution timeline, NAFL ensures structured planning, player development, and operational efficiency, reinforcing its commitment to a successful and well-organized youth football experience.

9. Evaluation and Performance Metrics

The NAFL is committed to continuously improving its programs through structured evaluation and performance tracking. Success will be measured using player satisfaction surveys, parent and volunteer feedback, and league performance and growth metrics to ensure a high-quality experience for all participants.

NAFL will conduct seasonal surveys to gauge player satisfaction to gather insights on game experiences, coaching effectiveness, practice structure, and overall enjoyment. These surveys will help identify areas for improvement, ensuring that athlete development, engagement, and safety remain top priorities. Players can provide anonymous feedback, allowing them to express concerns or suggestions about training methods, competition levels, and league management.

Parent and volunteer feedback is also crucial to NAFL's evaluation process. The league will distribute online feedback forms following the season, enabling parents, coaches, and volunteers to share their perspectives on program quality, communication, and overall league organization. Volunteer feedback will be specifically used to enhance support structures for coaches, referees, and event staff, ensuring efficient operations and a positive game-day experience.



NAFL will track key performance indicators (KPIs) such as player retention rates, team expansion, game attendance, and competitive success to assess league performance and growth. Data-driven metrics will be used to analyze registration trends, financial sustainability, and the effectiveness of player safety initiatives. Additionally, NAFL will compare year-over-year improvements in player development, sportsmanship, and community engagement to ensure that the league is progressing and adapting to evolving needs.

By implementing player satisfaction surveys, parent and volunteer feedback mechanisms, and league growth analytics, NAFL ensures continuous improvement and long-term sustainability. This comprehensive evaluation system allows the league to enhance player experiences, strengthen community engagement, and uphold its reputation as a premier youth football organization.

10. Compliance and Legal Requirements

The NAFL is committed to ensuring full compliance with all local, state, and national regulations, and maintaining a high standard of safety, transparency, and accountability in youth football operations. NAFL adheres to Georgia High School Association (GHSA) guidelines, following all state mandates related to player safety, coaching requirements, and injury prevention protocols. Additionally, the league upholds USA Football's Heads Up Program, incorporating best practices for safe tackling, equipment safety, and coach training. NAFL also complies with Centers for Disease Control and Prevention (CDC) guidelines on heat safety, hydration, and injury prevention, ensuring that all participants play in a healthy and secure environment.

To further reinforce safety and integrity, all NAFL coaches, referees, and volunteers must pass mandatory background checks in accordance with state and federal regulations. This screening process ensures that individuals involved in the league meet all eligibility and child safety requirements. Additionally, legal contracts and agreements are established with sponsors, facility providers, vendors, and tournament organizers, providing clear terms of engagement and regulatory compliance. Each participant is required to sign a liability waiver and participation agreement outlining safety policies and legal responsibilities. To protect against potential risks, NAFL also maintains comprehensive liability insurance, covering player injuries, facility use, and general organizational operations.

NAFL adheres to all governing body rules set by USA Football, the National Federation of State High School Associations (NFHS), and regional youth football organizations. The league ensures compliance with standardized rules for gameplay, equipment usage, and safety protocols, requiring all coaches to complete certifications in safe tackling, first aid, and heat acclimatization. As a Cobb Football League (CFL) member and other regional organizations, NAFL follows eligibility guidelines and fair competition rules. Additionally, regular compliance audits are conducted, including helmet and equipment inspections, in accordance with National



Operating Committee on Standards for Athletic Equipment (NOCSAE) guidelines. NAFL also enforces concussion safety protocols, requiring state-mandated reporting and physician clearance for injured players before they can return to play.

Through its structured compliance framework, background check policies, insurance coverage, and adherence to football governing body rules, NAFL guarantees a safe, well-regulated, and professionally managed youth football league. By maintaining strict legal and ethical standards, NAFL continues to provide a trustworthy and high-quality sports experience for players, families, and the broader community.

11. Compliance with the Organizational Requirements and Facility Use Agreement

In response to the question regarding compliance with the Organizational Requirements and Facility Use Agreement (Exhibit 2), we hereby confirm our compliance with the stipulations outlined in the agreement. We are committed to meeting the necessary requirements including striving to achieve the board residency obligations as specified.

Should there be any need for further clarification or consideration, we are open to discussing specific aspects to ensure alignment with the requirements.



APPENDIX 1: BUDGET PAGE 1

Total League		Projected Tackle Players	
Item		Total Tackle	
2025		2025	
Revenue		Tackle Revenue	\$ 162,426.00
Tackle	\$ 162,426.00	Helmets/Shoulder Pads	\$ (16,125.52)
Cheer	\$ 31,458.00	Helmet Reconditioning	\$ (4,568.89)
Flag	\$ 110,932.25	Helmet Decals	\$ (2,085.50)
Sponsorships	\$ 3,250.00	Sideline*	\$ (552.65)
Total Revenue	\$ 308,066.25	Football, tees, mouth guards, etc*	\$ (516.84)
Expenses		Additional Equipment *	\$ (6,077.14)
Equipment		Breakaway Banners*	\$ (212.64)
Helmets/Shoulder Pads	\$ (16,125.52)	Coach/T.A. Uniforms*	\$ (5,525.25)
Helmet Reconditioning	\$ (4,568.89)	Tackle Uniforms	\$ (26,835.60)
Helmet Decals	\$ (2,085.50)	Misc. Uniform*	\$ (1,304.74)
Sideline*	\$ (1,220.43)	Medical	\$ (4,790.90)
Football, tees, mouth guards, etc*	\$ (1,141.34)	CFL Fees	\$ (31,165.08)
Additional Equipment *	\$ (13,420.35)	Field Banners *	\$ (527.46)
Breakaway Banners*	\$ (469.59)	Insurance (County Fees)- t	\$ (5,272.97)
Flag Belts	\$ (846.56)	Milton City Fees-t	\$ (3,938.15)
Cheer Poms	\$ (3,426.73)	Alpharetta City Fees - t	\$ (2,931.30)
Total Equipment	\$ (43,304.90)	G&A - t	\$ (5,590.24)
Uniforms & Apparel		Legal - t	\$ (5,272.97)
Coach/T.A. Uniforms*	\$ (12,201.60)	Total Expenses	\$ (123,293.82)
Tackle Uniforms	\$ (26,835.60)	Net	\$ 39,132.18
Flag Uniforms	\$ (20,479.80)	Per Tackle Player	
Misc. Uniform*	\$ (2,881.31)	Tackle Revenue	\$ 575.00
Flag Football Trophies	\$ (3,349.90)	Helmets/Shoulder Pads	\$ (57.09)
Cheer Trophies	\$ (808.70)	Helmet Reconditioning	\$ (16.17)
Total Uniforms and Apparel	\$ (66,556.91)	Helmet Decals	\$ (7.38)
Gameday and Events		Sideline*	\$ (1.96)
Medical	\$ (4,790.90)	Football, tees, mouth guards, etc*	\$ (1.83)
CFL Fees	\$ (31,165.08)	Additional Equipment *	\$ (21.51)
Field Banners*	\$ (1,164.80)	Breakaway Banners*	\$ (0.75)
Flag Officials	\$ (12,852.84)	Coach/T.A. Uniforms*	\$ (19.56)
Playoff Officials	\$ (2,088.59)	Tackle Uniforms	\$ (95.00)
Insurance - t	\$ (15,000.00)	Misc. Uniform*	\$ (4.62)
Milton City Fees-t	\$ (11,202.83)	Medical	\$ (16.96)
Alpharetta City Fees - t	\$ (8,338.66)	CFL Fees	\$ (110.33)
Total Gameday and Events	\$ (86,603.69)	Field Banners *	\$ (1.87)
Administrative - t		Insurance - t	\$ (18.67)
Office Supplies		Milton City Fees-t	\$ (13.94)
CPA/Tax Filing/Articles of Incorp		Alpharetta City Fees - t	\$ (10.38)
Board Expense		G&A - t	\$ (19.79)
Printing and Signage		Legal - t	\$ (18.67)
Legal	\$ (15,000.00)	Net Income Per Tackle Player	\$ 138.53
Corporate Registration			
Security Features (keys/locks)			
Bank Fees, Checks			
Advertise/Charity			
Website, Domain & Hosting			
Total Administrative - t	\$ (15,902.53)		
Total Expenses	\$ (227,368.03)		
Net Income	\$ 80,698.22		



APPENDIX 1: BUDGET PAGE 2

Projected Flag Players		341	Projected Cheerleaders		180
Total Flag			Total Cheer		
Item	2025		Item	2025	
Flag Revenue	\$ 110,932.25		Cheer Revenue	\$ 31,458.00	
Sideline*	\$ (667.78)		Cheer Poms	\$ (3,426.73)	
Footballs, tees, mouth guards, etc*	\$ (624.51)		Cheer Trophies	\$ (808.70)	
Additional Equipment *	\$ (7,343.21)		Insurance (County Fees)- t	\$ (3,355.53)	
Breakaway Banners*	\$ (256.94)		Milton City Fees-t	\$ (2,506.09)	
Flag Belts	\$ (846.56)		Alpharetta City Fees - t	\$ (1,865.37)	
Coach/T.A. Uniforms*	\$ (6,676.35)		G&A - t	\$ (3,557.42)	
Flag Uniforms	\$ (20,479.80)		Legal - t	\$ (3,355.53)	
Misc. Uniform*	\$ (1,576.57)		Total Expenses	\$ (18,875.37)	
Flag Football Trophies	\$ (3,349.90)		Net	\$ 12,582.63	
Field Banners*	\$ (637.34)				
Flag Officials	\$ (12,852.84)				
Playoff Officials	\$ (2,088.59)				
Insurance (County Fees)- t	\$ (6,371.50)				
Milton City Fees-t	\$ (4,758.59)				
Alpharetta City Fees - t	\$ (3,541.99)				
G&A - t	\$ (6,754.87)				
Legal - t	\$ (6,371.50)				
Total Expenses	\$ (85,198.84)				
Net	\$ 25,733.41				
Per Flag Player			Cheer per Cheerleader		
Flag Revenue	\$ 325.00		Cheer Revenue	\$ 175.00	
Sideline*	\$ (1.96)		Cheer Poms	\$ (19.06)	
Footballs, tees, mouth guards, etc*	\$ (1.83)		Cheer Trophies	\$ (4.50)	
Additional Equipment *	\$ (21.51)		Insurance - t	\$ (18.67)	
Breakaway Banners*	\$ (0.75)		Milton City Fees-t	\$ (13.94)	
Flag Belts	\$ (2.48)		Alpharetta City Fees - t	\$ (10.38)	
Coach/T.A. Uniforms*	\$ (19.56)		G&A - t	\$ (19.79)	
Flag Uniforms	\$ (60.00)		Legal - t	\$ (18.67)	
Misc. Uniform*	\$ (4.62)		Net Income Per Cheerleader	\$ 70.00	
Flag Football Trophies	\$ (9.81)				
Field Banners*	\$ (1.87)				
Flag Officials	\$ (37.66)				
Playoff Officials	\$ (6.12)				
Insurance - t	\$ (18.67)				
Milton City Fees-t	\$ (13.94)				
Alpharetta City Fees - t	\$ (10.38)				
G&A - t	\$ (19.79)				
Legal - t	\$ (18.67)				
Net Income Per Flag Player	\$ 75.39				



REFERENCES

1. References

- List of previous organizations or programs the proposer has worked with.



CITY OF ALPHARETTA REQUEST FOR PROPOSALS (RFP)

RFP Number: 25-113 Football Youth Athletic Association

FEBRUARY 20, 2025, 10:00 AM.

Submitted to:

City of Alpharetta 2 Park Plaza
Alpharetta, GA 30009
Attn: Abby Shipp, Procurement Agent
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Submitted by:

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February 20, 2025



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PROJECT TEAM, EXPERIENCE, STATEMENTS OF QUALIFICATION

1. Introduction and Organizational Background

The North Atlanta Football League (NAFL) is more than just a youth football organization—it is a dedicated community committed to fostering the growth, development, and well-being of young athletes in Alpharetta, Milton, and surrounding North Fulton County communities. Since its inception in 1975, NAFL has played a transformative role in shaping youth sports, instilling teamwork, discipline, and sportsmanship values while providing a safe and structured environment for children to engage in athletic competition.

Comprehensive Youth Sports Programs

NAFL offers a variety of programs tailored to different age groups and skill levels, ensuring every child has an opportunity to participate in flag football, tackle football, and cheerleading. The league caters to children from kindergarten through fifth grade, providing them with the foundational skills necessary for athletic and personal growth.

- **Flag Football** – A non-contact option designed for players to learn the fundamentals of football in a fun and engaging setting.
- **Tackle Football** – A competitive program that emphasizes safety, skill-building, and teamwork under the guidance of experienced coaches.
- **Cheerleading** – A program that complements the football league, teaching cheer routines, confidence, and teamwork. Offering both sideline and competitive cheer options for the community.

Commitment to Player Safety

NAFL strongly emphasizes safety to ensure that all participants have access to the best protective equipment available. The league has made significant investments in top-tier safety gear, including the procurement of state-of-the-art VICIS Zero2 Youth Football Helmets, widely regarded as one of the safest helmets on the market. This proactive approach to injury prevention underscores NAFL's dedication to safeguarding young athletes from concussions and other head injuries.

Character and Leadership Development

Beyond the game, NAFL strives to shape well-rounded individuals by fostering values beyond the field. The league emphasizes:

- **Sportsmanship and Teamwork** – Encouraging athletes to work together, respect opponents, and learn the value of collaboration.
- **Leadership Skills** – Instilling confidence and responsibility through team-oriented roles and decision-making opportunities.



- Academic Excellence and Community Involvement – Reinforcing the importance of balancing sports with education and giving back to the local community through volunteer initiatives.
- Community Engagement and Growth

NAFL serves as a pillar of the Alpharetta, Milton, and East Cobb communities, creating an environment where families come together to support youth athletics. With over 1,000 voting parents and 750 annual player registrations, NAFL continues to grow, fostering strong relationships between parents, coaches, and local organizations. The league is also committed to expanding access to youth sports, actively working to redistribute older but still safe equipment to underprivileged communities, and ensuring more children can participate in football safely.

A Legacy of Excellence

NAFL's success is not just measured in wins and losses, but in the positive impact it has on the lives of young athletes. The league has become a stepping stone for players as they progress to higher levels of competition, including middle school, high school, and beyond. By providing structured coaching, high-quality training, and a nurturing sports environment, NAFL ensures that each child leaves with a strong foundation in both football and life skills.

Looking Forward

As NAFL continues to expand and evolve, its mission remains steadfast in providing high-quality youth football and cheerleading programs while prioritizing player safety, personal development, and community engagement. Through partnerships, sponsorships, and continued investments in advanced safety equipment and training, NAFL is committed to shaping the next generation of athletes and leaders.

Approach to Ensure Compliance

NAFL will commit to have half of its board composed of Alpharetta residents, prior to the beginning of the season by July 1st, 2025. The NAFL has identified potential candidates to meet compliance requirements.



Current Key Executive Board Members & Residency Information

Name	Position	Residency (City & Address)	Years with NFL	Relevant Experience
Tony Palazzo	Secretary	Milton, GA	3 Years	Business executive, financial services leader, dedicated community volunteer, youth football coach
Dave Cramer	President	Milton, GA	5 Years	Extensive leadership in youth sports, community advocate, NFL administrator
Austin Ragans	Vice President	Milton, GA	4 Years	Business Professional, experienced in volunteer coach at both Feeder and Youth programs, program development expert
Tom Delahunt	Treasurer	Milton, GA	4 Years	Youth sports advocate, multi-sport coach, finance/budgeting, experienced in league operations
Vince Esposito	Director of Tackle Football	Alpharetta, GA	4 Years	Experienced in league operations, volunteer coach, program development expert
Patrick Cheek	Director of Flag Football	Alpharetta, GA	4 Years	Experienced in league operations, volunteer coach, program development expert
Drew Blanchard	Director of Sponsorship	Milton, GA	3 Years	Youth football coaching, team development, community outreach
Ryan Hayslip	Director of Digital Platforms	Milton, GA	3 Years	Community Varsity and Youth football coach, former collegiate and professional football player. Professional designer in the education and youth community of Atlanta.
Shannon Davis	Director of Sideline Cheer	Cumming, GA	17 Years	Youth cheer coaching, team development, community outreach, experienced in league operations
Ashley Jenney	Director of Competition Cheer	Milton, GA	4 Years	Youth cheer coaching, team development, active community volunteer



Name	Position	Residency (City & Address)	Years with NAFL	Relevant Experience
Jessica Hayslip	Director of Team Managers	Milton, GA	2 Years	Business professional, active community volunteer and experience in league operations and program management.
Rich Dennis	Directors of Operations	Alpharetta, GA	4 Years	Corporate Executive and Business Owner, 40+ years in youth sports, AHS Jr. Raiders Board Member and Coach, community volunteer
Additional Open Positions	TBD	Alpharetta, GA	N/A	Seeking Alpharetta-based board members from parent volunteers and community leaders

Next Steps for Board Formation

To complete the board formation process, the NAFL will focus on recruiting and confirming additional Alpharetta-based board members, if needed, through community engagement initiatives. The league will then verify the residency of all current and incoming board members by requiring official documentation, such as utility bills or driver's licenses, to ensure compliance with the Alpharetta residency requirement. Once the board composition is finalized, NAFL will submit a compliance report to the City of Alpharetta for review and approval.

By following this structured approach, NAFL will maintain full compliance with residency requirements while ensuring the league has a strong and capable leadership team. This process supports NAFL's ongoing commitment to youth football and cheerleading, fostering community involvement and organizational transparency.



2. Description of the scope of the Football Youth Athletic Association

We are committed to fostering a competitive, educational, and structured environment where young athletes develop essential football skills, teamwork, and sportsmanship. Below is a comprehensive description of the association's scope:

Game Schedule and Frequency

- The football season typically runs for 12–16 weeks, including regular-season games, playoffs, and championships.
- Teams participate in 8 to 10 regular-season games, followed by playoffs for qualifying teams.
- Games are held weekly, primarily on weekends, with some weekday evening games based on field availability.
- Preseason scrimmages and postseason games are scheduled to provide extended play opportunities.

Geographic Coverage Area

- The NAFL serves youth athletes across multiple regions, schools, and cities, ensuring widespread participation.
- Primary coverage includes:
 - Cities: Alpharetta, Milton, and surrounding North Fulton Counties.
 - School Affiliations: Elementary school programs that feed into local middle and high schools. Teams specifically formed to align with the Alpharetta, Cambridge, and Milton high school programs.
 - Regional Reach: Players from surrounding communities are encouraged to participate as desired.

Event Organization

- Practices: Conducted 2–4 times weekly, focusing on skill development, strategy, and conditioning.
- Game Days: Scheduled at designated stadiums and community parks with full officiating and game-day logistics.
- Game play Includes:
 - Regular season game play with 8-10 games, 1 per week (unless there is some makeup dates needed)
 - End-of-season championships featuring the top-performing teams competing for championship titles in each grade level
- Community & Parent Engagement by volunteer opportunities for team-building events, gameday operations and end of season celebrations to recognize achievements.

Staffing

- Coaching: Certified volunteer coaches with experience in player development, safety training, and mentoring.
- Refereeing: Licensed referees trained in youth football regulations to ensure fair and safe play.
- Support Personnel:
 - Medical staff are available for injury prevention and treatment as needed.



- Team managers and league administrators will oversee scheduling, logistics, and communication.
- Volunteer parents assisting with game-day operations, concessions, and fundraising efforts.

The NAFL provides a structured, safe, competitive football environment, promoting athletic and personal development. The NAFL ensures a high-quality experience for young athletes and their families through careful organization, broad geographic reach, and dedicated staffing.



3. Proposer's Qualifications

The NAFL is a highly regarded youth sports organization dedicated to managing, organizing, and growing youth athletic programs since its inception in 1975. Over the years, NAFL has successfully built a structured and competitive environment that fosters young athletes' athletic development, teamwork, and leadership while maintaining a strong commitment to player safety and community engagement.

History of Managing Youth Athletic Leagues

NAFL has a proven history of managing youth football and cheerleading leagues, focusing on safety, skill development, and sportsmanship. Since its founding, NAFL has expanded its programs to serve hundreds of young athletes annually, ensuring that players receive top-tier coaching, access to modern training facilities, and participation in well-organized leagues. With a leadership team composed of experienced coaches, former athletes, and dedicated community volunteers, NAFL has continuously refined its approach to youth sports management, making it one of the most reputable leagues in Alpharetta, Milton, and surrounding North Fulton County communities.

Proven Track Record of Organizing Successful Football Seasons

Each year, NAFL successfully executes full-season football and cheerleading programs, including flag football, tackle football, and cheerleading, with structured game schedules, well-organized rules and games, and comprehensive practice sessions. The league boasts over 750 registrations annually, with over 1,000 voting parents supporting the organization. NAFL has maintained a track record of player safety and development, demonstrated by its proactive investment in top-rated VICIS Zero2 Youth Football Helmets to reduce the risk of head injuries.

NAFL tackle teams compete in the Cobb Football league which has teams from over 30+ school districts across North Atlanta. In the 2024 season, NAFL tackle teams from grades 2-5 had representation in the super bowl championship game. Out of the 5 Super Bowl games in which we achieved, NAFL brought back 3 Championship titles.

2024 NAFL Tackle Championship Teams

- 2nd Grade Milton Eagles: The only undefeated team in NAFL at 11-0, amassing 1,888 total yards while holding opponents to just 198 yards and outscoring them 173-20. Their final victory was against the defending champions.
- 3rd Grade Cambridge Bears: 8-1 losing to the only loss in regular season in the Superbowl against undefeated Pope team.
- 4th Grade Milton Eagles: This team snapped a 32-game win streak of Cartersville in the finals, avenging their only loss of the season. They competed in a more competitive league and dominated their opponents with a 356-67 point margin.



- 5th Grade Cambridge Bears 7a: Playing in a tougher league, this squad compiled 256 points to their opponents' 65 and secured a 16-0 shutout victory over Marietta, a team that had not lost in four years.
- 5th Grade Cambridge 6a: 9-3 record, resulting in runner up in the Superbowl.

Additional League Championships

The Flag league has a championship at each grade level every season. This has fostered an environment that has grown the league year over year for the past 50 years.

The Competition cheer squad participates in multiple fall competitions allowing for opportunities to compete with surrounding cheerleading squads.

Partnerships with Similar Organizations

NAFL has built strong relationships with local schools, municipal organizations, and other youth sports leagues to enhance the overall experience for its athletes. The league collaborates with the Cities of Alpharetta and Milton to secure practice fields, game venues, and funding support. Additionally, NAFL has worked with regional youth football organizations to create opportunities for players to compete at a higher level, including participation in the Cobb Football League. These partnerships have enabled NAFL to expand its reach, improve its training programs, and provide young athletes with more opportunities for growth and competition.

Current Programs, Teams, and League Size

NAFL currently offers a range of youth football and cheerleading programs, catering to kindergarten through fifth-grade athletes. The league includes multiple teams at various skill levels, ensuring a structured and progressive development path for players.

Programs include:

- Flag Football – A non-contact introductory program focusing on fundamentals.
 - 2024 - 30 Teams
- Tackle Football – Competitive divisions with age-appropriate coaching and skill development.
 - 2024 - 11 Teams
- Cheerleading – A dedicated program designed to support teams and enhance game-day experiences.
 - 2024 - 8 Sideline Squads / 1 Competition Squad

With over 750 active participants each season, NAFL continues to be a cornerstone of youth football in North Fulton County, providing a safe, structured, and high-quality sports experience for young athletes. The league's ongoing success is a testament to its strong leadership, dedicated coaching staff, and commitment to excellence in youth athletics. We have shown an increase in registration that is around 15% year over year.



CITY OF ALPHARETTA REQUEST FOR PROPOSALS (RFP)

RFP Number: 25-113 Football Youth Athletic Association

FEBRUARY 20, 2025, 10:00 AM.

Submitted to:

City of Alpharetta 2 Park Plaza
Alpharetta, GA 30009
Attn: Abby Shipp, Procurement Agent
678-297-6052
purchasing@alpharetta.ga.us



Submitted by:

North Atlanta Football League
c/o Robbins Alloy Belinfante Littlefield LLC
Attn: Josh Belinfante, Esq.
500 14th Street, NW
Atlanta, GA 30318
Office: 678-701-9381



North Atlanta Football League
3000 Heritage Walk, Suite 301
Milton, Georgia 30004
Tel. 770-843-2415
tony.palazzo@berkeleycp.com

February 20, 2025



REFERENCES

Aaron Overhead Doors

[Address](#): 850 Mayfield Rd #101C, Milton, GA 30009

Brad Poole Group

[Address](#): 2475 Northwinds Pkwy Ste 300, Alpharetta, GA 30009

City of Milton

[Address](#): 2006 Heritage Walk, Milton, GA 30004

Coastal States Bank

[Address](#): 3000 Summit Pl Suite 100, Alpharetta, GA 30009

D1 Training Milton

[Address](#): 12850 GA-9 Suite 1800, Alpharetta, GA 30004

Dicks Sporting Goods

[Address](#): 6440 North Point Pkwy, Alpharetta, GA 30022



House of Representatives

CHARLES "CHUCK" MARTIN, JR.
REPRESENTATIVE, DISTRICT 49
11770 HAYNES BRIDGE ROAD
SUITE 205-544
ALPHARETTA, GEORGIA 30004
(404) 656-5146
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STANDING COMMITTEES
APPROPRIATIONS
CREATIVE ARTS & ENTERTAINMENT
ENERGY, UTILITIES, & TELECOMMUNICATIONS
REGULATED INDUSTRIES
RETIREMENT
RULES
WAYS & MEANS

HIGHER EDUCATION - CHAIRMAN

February 19, 2025

To Whom It May Concern,

I am writing to support the North Atlanta Football League's (NAFL) Request for Proposal (RFP) to continue using North Park as the designated Football Youth Athletic Association in the City of Alpharetta. As a longtime resident of North Fulton, I have seen and experienced firsthand the profound and positive impact of NAFL on our youth, families, and the broader community. It's a source of pride for us all.

NAFL is an outstanding organization that has provided structured, competitive, and safety-focused youth football and cheer programs for nearly a decade. Their unwavering commitment to player safety, community engagement, and leadership development is a testament to their excellence and makes them invaluable to our region. The league's investment in state-of-the-art VICIS Zero2 Youth Football Helmets, advanced concussion management protocols, and certified coaching programs set the standard for excellence in youth sports, giving us all confidence in their operations.

NAFL's long history of service to the families I have represented for over 30 years, including my own involvement as a player and coach in earlier iterations of NAFL, is a testament to their experience and dedication. Allowing NAFL to continue operating a program at North Park ensures that all the youth in our community have access to a proven provider offering a premier football and cheer program that prioritizes safety, character development, and teamwork.

I fully endorse NAFL's proposal and strongly encourage the City of Alpharetta to approve their RFP for continued use of North Park. Please do not hesitate to reach out if you require any additional information.

In Service for Georgia,

Representative Chuck Martin
Georgia House of Representatives, District 49

February 19, 2025

To Whom It May Concern,

I am writing this letter in my capacity as Mayor and I do not represent the full Council. It is with great enthusiasm that I write this letter in support of the North Atlanta Football League (NAFL) and its continued commitment to our community. For decades, NAFL has been a cornerstone of youth sports in our region, shaping not just athletes but future leaders. Their impact extends far beyond the field, instilling discipline, teamwork, and resilience in every child who wears their jersey.

The City of Milton takes immense pride in the outstanding work NAFL does for our children. Their dedication to player safety, high-quality coaching, and leadership development is second to none. More than just a football league, NAFL is a place where young athletes grow in confidence, develop strong character, and learn the invaluable lessons of perseverance and sportsmanship.

I have had the privilege of working with many of the dedicated individuals on the NAFL Board, and their passion for the game is matched only by their strategic leadership. They have infused their significant business acumen into the league's operations, ensuring that it remains a premier program that benefits not only its players but also their families and the community at large.

As Mayor of Milton, I recognize the tremendous value of our shared football program. It stands as a testament to the power of our ongoing collaboration, demonstrating how municipalities can work together to provide top-tier recreational opportunities while maximizing resources and minimizing costs for taxpayers. This partnership is a model of efficiency, ensuring that our children have access to the best without unnecessary duplication of services.

NAFL's unwavering commitment to excellence is evident in every aspect of their program, from their investment in state-of-the-art VICIS Zero2 Youth Football Helmets to their advanced concussion management protocols. Their focus on safety and player well-being sets a gold standard in youth sports, reinforcing their mission to nurture not just skilled athletes, but healthy, confident, and capable individuals.

I wholeheartedly encourage continued support for NAFL. Their work is invaluable to the future of our youth, the strength of our community, and the legacy of sportsmanship they continue to build.

Sincerely,

Signed by:

Peyton Jamison

D2BD50F6B66F479...

Peyton Jamieson

Mayor – City of Milton

CITY OF ALPHARETTA REQUEST FOR PROPOSALS (RFP)

RFP Number: 25-113

RFP Title: Football Youth Athletic Association

RFP SCOPE OF WORK & PROPOSAL SUBMISSION

1. RFP Period of No Communication

The No Communication period starts on the issue date of this RFP January 30, 2025, and lasts until the City Council meeting for contract award recommendation (or until contract award if this isn't required to go before council for approval).

No person or company, their employees, representatives, agents, attorneys, etc. will contact the City's elected officials or any City staff concerning this RFP.

Contacting anyone other than the Procurement Agent named below for this RFP during this time will be reason to remove a proposal from review.

2. Procurement Agent, Single Point of Contact

Abby Shipp is the Procurement Agent and Single Point of Contact for this RFP and is the only contact representing the City for this RFP.

Enter all questions or comments using Opportunity Q&A tab at the Bonfire project web page. Abby can be reached at 678-297-6052 or purchasing@alpharetta.ga.us.

City of Alpharetta
2 Park Plaza
Alpharetta, GA 30009
Attn: Abby Shipp, Procurement Agent

3. Please Note: To all current and previous City of Alpharetta vendors, contractors, and consultants.

Regardless of any previous relationship with our City, you must build out your proposal as requested in this RFP.

Do not neglect to provide requested information or details requested simply because you expect that we already know your work.

Your response to this procurement will be reviewed and evaluated solely on the information provided in your response.

4. RFP Schedule of Events

A. Proposal Close Date, Deadline for Submissions: February 20, 2025, 10:00 AM.

We may change this date during the RFP process. We will post any change in an addendum. Review web page for addenda.

B. Link to Bonfire Project Web Page: <https://cityofalpharetta.bonfirehub.com/>

C. This project web page has the important dates and all project documents for this RFP.

- D. Enter all questions, comments, requests for information before the Questions Due Date using ☒ **Message – Opportunity Q&A** at the project web page.
- E. In each question, clearly tell the RFP document and section that is in question.
- F. We will share any changes or added information from the City by a written addendum. We will make the information available to the public on the project web page.
- G. It is your responsibility to check the project web page for any addenda, other information, or other messages before finally uploading a proposal. You must respond using any updated information.

5. Our Review of Proposals and Review Criteria:

- A. The City will make investigations as we feel necessary to make sure of the Offeror's ability to provide the supplies or perform the work or services detailed in this RFP.
- B. We will first review all proposals to be sure that proposal have basic requirements and information.
- C. Some scoring may simply be Pass/Fail. Any proposal that Fails any part or section that is required will be removed from further review and scoring.
- D. The Review Team will only get correct proposals for review and scoring.
- E. Proposals will be scored based on the evaluation criteria below. We may consider accepted industry standards. We may compare all proposals to each other for price, quality, quantity, contract terms, etc. We will use this review and scoring to decide the top-scoring proposal[s] and the best value for our City.
- F. The Review Team may decide to create a shortlist of the top-scoring proposals. If so, the shortlisted firms may be invited for a presentation or interview with us; may be asked to set-up a site visit; or may be asked to supply more information for review. We may ask for discussion, negotiation, or a "best and final offer" to finally decide the highest-scoring proposal.

Evaluation Criteria	Maximum Points
Project Team, Experience, Statements of Qualifications	40
Program Approach and Technical Capabilities	50
References	10
<i>Total Maximum point score</i>	<i>100</i>

WHAT WE WANT TO DO

1. Background

The City of Alpharetta is committed to providing high-quality recreation and athletic opportunities to its residents, fostering a strong sense of community, and promoting active lifestyles. To support these efforts, the City partners with various Athletic Associations to offer diverse sports programs, leagues, and events for individuals of all ages and skill levels. These partnerships play a crucial role in enhancing the quality of life in Alpharetta by ensuring access to well-organized, recreational experiences that promote physical fitness, teamwork, and community engagement.

As part of this ongoing commitment, the City is seeking proposals from qualified organizations to further strengthen and expand its collaborative efforts with Athletic Associations in delivering exceptional recreational services to the community.

2. General Description

The City of Alpharetta Recreation, Parks, and Cultural Services Department (ARPCS) is seeking a qualified and highly motivated proposer to operate and manage a Youth Athletic Association for football activities including cheer (the "Football Youth League Association") for ages K-5.

ARPCS relies on youth athletic associations to provide quality youth athletics, first and foremost, to the citizens of Alpharetta, and secondly, to surrounding communities. Associations and the leaders of these associations are expected to understand and promote the mission and philosophy of the City of Alpharetta and our citizens. Association members are ambassadors for the City of Alpharetta as well as their affiliate associations. All youth athletic association programs will provide safe, fun, developmental and community sports programs that instill a love of the sport, encourage teamwork, leadership, and sportsmanship.

3. Historical Football Youth League Association Operations

Historically, the Football Youth League Association runs weekly practices beginning in July with games beginning in late August on Saturdays, mainly at North Park, but other park locations may be used as well.

The season typically runs for eight weeks (excluding Labor Day week), concluding with three weeks of playoffs by the end of November.

On Saturdays, games typically take place at Turf Fields 1 & 2 at North Park (see Exhibit 1 for a map) and are scheduled between the hours of 8:30am-6:00pm; times being dependent

upon the number of teams each season. Games may occasionally be scheduled on other days/times if necessary.

Summer programming (camps) and year-round clinics typically take place at Turf Fields 1 & 2 at North Park (see Exhibit 1 for a map), based upon field availability.

4. Youth Athletic Associations Organizational Requirements and Facility Use Agreement

Proposers will be required to review, sign, and comply with the *Organizational Requirements and Facility Use Agreement* attached herein (Exhibit 2).

FOLLOW THIS OUTLINE

How We Want You to Construct Your Proposal

1. Using Bonfire to Submit Proposal

- 1.1. This is the link to Bonfire Project Web Page to get our documents and to upload your proposal: <https://cityofalpharetta.bonfirehub.com/>
- 1.2. We are accepting all proposals by online response only. You must upload completed proposals online before the closing date and time found in Project Details of the project web page for this RFP.
- 1.3. Don't send proposals by mail, fax, or email. We will not accept paper copy proposals. We will not accept any proposals after the closing time deadline has passed.
- 1.4. You have not completed your response simply by uploading proposal documents and information. You must successfully upload all the required documents, including filling out any questionnaires, price sheets, or data requests, and then you must click the submit button before the closing time.
- 1.5. You will receive an email confirmation receipt with a unique confirmation number shortly after you complete your proposal upload. This confirms that you have successfully turned in your proposal with all required information.
- 1.6. You can update your proposal at any time until the closing time.
- 1.7. All uploaded items and responses are Sealed and will only be visible by the City after the closing time has passed.
- 1.8. If the file is 'mandatory' or 'required', you won't be able to complete your proposal until you have met all requirements.
- 1.9. Uploading large documents may take more time, depending on the size of the file(s) and your Internet connection speed.
- 1.10. Pay attention to the type and number of files we have asked you to upload.
- 1.11. The largest upload file size is 1000 MB.

- 1.12. Don't embed any documents within your uploaded files. They won't be accessible or evaluated.
- 1.13. Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Java Script must be enabled.

SHOW US YOU CAN MEET THE NEED

ARPCS is including the following deliverables which will aide in highlighting the effectiveness of the proposer in meeting the stated need of operating and managing a Football Youth Athletic Association for ages K-5. Your proposal should include the information requested below and be separated out accordingly (e.g. PROJECT TEAM, EXPERIENCE, STATEMENTS OF QUALIFICATION = Section 1: Introduction and Organizational Background, Section 2: Description of the scope of the Football Youth Athletic Association, etc.).

PROJECT TEAM, EXPERIENCE, STATEMENTS OF QUALIFICATION

1. Introduction and Organizational Background
 - A detailed overview of your organization and the goals of the proposed Football Youth Athletic Association.
 - As detailed in the attached *Organizational Requirements and Facility Use Agreement* (Exhibit 2), the Executive Board of Directors shall include a minimum of 50% of City of Alpharetta Residents on the Board.
 - Please discuss the approach to ensure compliance with this requirement.
 - Identify the key executive board team members.
 - Where are these individuals located (residency by address)?
 - How long have these team members been associated with the proposer?
 - What is the relevant experience of these team members?
2. Description of the scope of the Football Youth Athletic Association, including:
 - Game schedule and frequency (season length, number of games, etc.).
 - Geographic coverage area (regions, schools, cities, etc.).
 - Event organization (practices, games, tournaments, championships).
 - Staffing (coaching, refereeing, support personnel).
3. Proposer's Qualifications
 - Provide the background and experience of the league association:
 - History of managing youth athletic leagues.
 - Proven track record of organizing successful football seasons.
 - Any past or current partnerships with similar organizations.
 - List of current programs, teams, and league size.

PROGRAM APPROACH AND TECHNICAL CAPABILITIES

1. Program Structure

- Outline of the league structure for tackle, flag, and cheer, including:
 - Age-specific divisions and rules of play.
 - Coaching philosophy and player development programs.
 - Player safety measures and protocols (e.g., concussion management, injury prevention).

2. Administrative Support and Reporting

- Description of the administrative services and tools provided:
 - Registration systems and participant management.
 - Financial management (budgeting, invoicing, and payment processing).
 - Scheduling tools and communication systems with players, families, and coaches.
 - Reporting on league participation, performance, and other key metrics.

3. Equipment and Uniforms

- Details on the equipment and uniforms provided for participants, including:
 - Types of football gear (helmets, pads, balls, etc.).
 - Uniforms and gear for players and coaches.
 - Maintenance and replacement policies.

4. Staffing Plan

- Staffing plan for the league, which should include:
 - List of key personnel (coaches, referees, trainers, event coordinators).
 - Volunteer management and training.

5. Safety Protocols

- Health and safety plans, including:
 - Emergency procedures and response protocols.
 - Insurance coverage details for players and volunteers. This is subject to the insurance coverage limits detailed within the *Organizational Requirements and Facility Use Agreement* attached herein (Exhibit 2).

6. Marketing and Communication Plan

- How the proposer plans to promote the league to Alpharetta residents:
 - Marketing strategies (social media, local outreach, partnerships, etc.).
 - Community/School (Elementary, Middle, and High School) engagement initiatives.
 - Communication plan with families (regular updates, newsletters, etc.).

7. Budget Proposal

- Detailed budget breakdown for the season, including:
 - Proposed league fees for participants.
 - Equipment and uniform costs.

- Operational expenses.
 - Potential additional costs (travel, facilities, etc.).
 - Any sponsorship or fundraising options.
8. Timeline for Execution
- Detailed timeline for planning, preparation, and execution of the league's season:
 - Key milestones (registration deadlines, season start, playoffs, championship events).
 - Progress reporting and evaluation timelines.
9. Evaluation and Performance Metrics
- How success will be measured, including:
 - Player satisfaction surveys.
 - Parent and volunteer feedback.
 - League performance and growth metrics.
10. Compliance and Legal Requirements
- Any compliance with local, state, or national regulations.
 - Legal documentation, contracts, and background checks for all personnel.
 - Adherence to governing body rules (e.g., national or state football organizations).
11. Compliance with the *Organizational Requirements and Facility Use Agreement* attached herein (Exhibit 2).
- Proposer should indicate in the affirmative their compliance with the *Organizational Requirements and Facility Use Agreement* attached herein (Exhibit 2). Please list any exceptions and the ARPCS will determine if they are grounds for a determination of non-responsiveness.
 - Participation and executive board residency compliance requirements.

REFERENCES

1. References
- List of previous organizations or programs the proposer has worked with.

Required Forms:

- We have provided two required forms. You must complete these forms and return to us with every proposal.
- Below are the required forms for all proposals:
 - a) **IRS Form W-9**
 - b) **Bidder's Disclosures and Certifications**

Questionnaire

We use a questionnaire to gather important information needed for legal requirements, your acknowledgements, our proposal review, or information needed for writing a contract.

You will fill out the questionnaire provided.

Questionnaire response types are as follows:

- Authorized signer for contract execution in DocuSign: Name, title, email address, Response Type: Response Type: text entry.
- Legal notices contact needed for contracting: Business name and mailing address, contact name, Response Type: text entry.
- Acknowledge Addenda, enter the number of addenda received: Response Type: 0, 1, 2, etc.
- Acknowledge Insurance Requirement, Response Type: Yes, No entry.

EXHIBIT 1



EXHIBIT 2



Youth Athletic Associations



Alpharetta Youth Baseball Association



Alpharetta Youth Softball Association



Alpharetta Ambush Soccer Club



Phoenix Youth Rugby Association

Organizational Requirements and Facility Use Agreement 2025



ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES

**YOUTH ATHLETIC ASSOCIATION
FACILITY USE AGREEMENT AND ORGANIZATIONAL REQUIREMENTS**

*Original approved by Alpharetta Recreation Commission – January 11, 2018
Updated for changes to Milton MOU – December 2021;
John's Creek MOU- December 2022*

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ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES**MISSION STATEMENT**

Alpharetta Recreation, Parks and Cultural Services strives to promote the highest quality recreation programs and park facilities to our citizens consistent with our core values of Excellence, Stewardship, Integrity, Service and Loyalty.

(Adopted: February 14, 2013, by Alpharetta Recreation Commission)

Associations and the leaders of these Associations are expected to understand and promote the mission and philosophy of the City of Alpharetta to serve the citizens of Alpharetta. Association members are ambassadors for the City as well as their affiliate Association. While serving as a volunteer for the Association, members are expected to conduct themselves in an ethical and professional manner.

LEGAL AND ORGANIZATIONAL REQUIREMENTS

In order to qualify as a Youth Athletic Association ("Association") and to operate on City of Alpharetta ("City") property, each Association must adhere to certain minimum legal and organizational requirements. These requirements are a part of the Facility Use Agreement which must be signed by each Association prior to the operation of any activity on City property. These requirements are necessary in order to ensure the safety and well-being of all participating Associations.

The signing of the Facility Use Agreement indicates the Association's assumption of the financial responsibility for the program, as well as the management of the program participants and volunteers. The City will not be held responsible for the finances or the program management. Violation of the above mentioned responsibilities constitutes cause for the revocation of the agreement. The requirements are as follows:

1. ORGANIZATION STATUS

Each Association must register with the Secretary of State's office as an organization. Proof of current status must be on file with Alpharetta Recreation, Parks and Cultural Services ("Department").

2. BYLAWS

Associations shall furnish a current copy of their by-laws to the Department. By-laws must be on file or submitted with the signed Facility Use Agreement.

3. ELECTION OF OFFICERS

The Board of Directors ("Board") shall be the governing body of each Association for the operation of the affairs of the Association as documented in the bylaws. Each Association board must be comprised of a majority of Residents upon election or appointment, and each Association should strive to achieve a minimum of fifty percent (50%) Residents on the Board. The Board of Directors must be elected annually or as mandated by the Association's by-laws, but no less than once every two years, by the Association membership. A Department employee and a member of Alpharetta

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Recreation Commission ("Commission") must be notified of and invited to attend all Board meetings. The Department Director will appoint the employee liaison to the Board. The Chairman of the Commission will appoint the Commission liaison(s) to the Board on an annual basis.

Open advertised election of the Board is mandatory. All members of the Association as defined by the bylaws shall have the opportunity to vote. A notice of upcoming elections must be sent to the Department and shall be posted on the Association website at least thirty (30) days prior to the elections. Associations are encouraged to email notice of elections to all participant families and to post flyers at the park. Elections should be held in an easily accessible central location within the Association's primary park when there are normal Association activities scheduled at the park to provide the best opportunity for members to vote. Associations are also encouraged to provide a process for members to vote electronically.

To serve as a member of the Association executive committee, a candidate must have a child actively participating in the Association program at the time of the elections.

The Association shall consider any and all qualified candidates interested in running for a Board position. The Association nominating committee shall prepare a recommended slate of officers and submit to the City for review at least thirty (30) days prior to the elections. The slate of officers must be advertised along with the notice of elections. Nominees must successfully pass the City's criminal history check before being included in the slate of officers.

The Association must furnish a list of all elected board members, addresses, email addresses, telephone numbers (home and office) to the Department no later than one (1) month after the elections. City will verify residency and notify Commission liaison of City resident percentage of newly elected board.

Board members are expected to adhere to the City's volunteer code of conduct. Upon election to the board and no less than once every two years, board members shall review and sign the City's volunteer code of conduct.

4. ASSOCIATION MEETINGS AND ANNUAL MEETING

Upon request, Association must provide copies of meeting minutes from Association membership and board meetings to Association members and City. It is recommended that meeting minutes be posted on the Association website.

Each Association must schedule a minimum of one (1) annual membership meeting. This meeting shall be for the purpose of electing board members, and any other necessary business. Efforts must be made to contact all members, and the Department must be notified of the meeting. Notice of said meeting must be posted at Department facilities and on the Association website two weeks prior to meeting date.

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Each Association shall ensure that their total registration for each season does not exceed the capacity of the facilities available. Adequate time shall be allotted for each recreation team to practice and play games. Recreation teams shall have priority of field use for games and practices. Travel/select/elite teams shall be given available field time for practices and games after the recreation teams have been served.

Extra facility space is not available through the City. The Association may seek to utilize facility space at other non-City locations. The Association is financially responsible for field usage fees at non-City locations if applicable.

Field time not used by the Association reverts to the City for use as needed.

6. ASSOCIATION OPERATING BUDGET

Each Association must submit a formal budget to the City to coincide with the start of the Association's fiscal year. The submitted budget must detail revenues offsetting expenditures for the fiscal year, based on the Capacity Plan. Excess revenues should initiate an Association's review of program fees. Non-resident fees should not be included in the budget due to those fees being remitted to the City.

7. FINANCIAL REPORTS

The City assumes no responsibility for the financial well-being or outstanding debts of Associations. Each Association must provide the City with an annual Financial Statement to include a summary of operating income and expenses, capital expenditures, registration fees charged to participants, Federal and State tax returns, and profit/loss statement.

8. LIABILITY INSURANCE COVERAGE

- Each Association must provide comprehensive liability insurance coverage for all players, coaches, officials, volunteers, sub-contractors and all other association participants, minimum of \$1,000,000 coverage stated for Project use, listing names and addresses of designated City venues (to be provided)

The City should be listed as an additional insured. A copy of the current liability insurance coverage policy should be on file with the City, submitted annually.

9. PARTICIPATION REPORTS

All Associations are required to submit a list of registered players to the Department no later than one (1) month after the end of the established program registration period. The list shall be provided in an electronic format (i.e. Microsoft Excel) and shall include each player's name, street address, and zip code. The Department will use the list to verify the resident status of registered players and shall not use the list to promote Department programs, without prior consent of the Association. After the City has verified residency of participants, the City will issue an invoice to the Association for non-resident fees payable to the City.

NOTE: It is imperative that participation information be sent to the Department as soon

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as possible for Department to verify addresses. Association may send participant information at any time during their registration period for Department to check residency status of participants.

10. REGISTRATION

Associations are encouraged to provide registration dates to the Department in time for inclusion in Department program guides or other promotions. City will notify Associations of the deadline to submit information. The City provides a link to Association websites at www.alpharetta.ga.us. Associations must notify City of any web address changes. Associations are encouraged to establish Facebook events for seasonal registration dates, and to invite the Department page as a co-host at www.Facebook.com/AlpharettaRecreation.

11. CITY RESIDENCY REQUIREMENT FOR TRAVEL/SELECT/ELITE TEAMS

The mission of the Department is to provide quality programs and services to the citizens of Alpharetta. Youth select athletic programs provide high level athletic competition and opportunities for young people. Residency requirement guidelines ensure travel/select/elite teams are formed in the best interest of the City resident participants, to ensure City residents are fairly represented on these teams, to ensure City assets and resources are utilized in the best interest of City resident participants, and to foster long-term success of the Association's competitive youth athletic program.

GUIDELINES:

- A. Open, advertised tryouts must be held prior to team formation. Players are not guaranteed positions on any teams prior to the first tryout date.
- B. For these guidelines, the word "Resident" shall only include residents of the City of Alpharetta.
- C. Each travel/select/elite team must have a minimum of 50% Residents.
- D. Each travel/select/elite team must adhere to the COA guidelines and policy on team formation of Alpharetta Ambush Academy and Select teams dated May 18, 2010.

Each team roster must be verified by Department staff before a team can officially form. Teams that do not meet the minimum requirement will not be permitted to use City facilities for practices and games.

Any team that meets the required Resident percentages as noted above when the team is formed but drops below the minimum percentage during the season due to no fault of their own (i.e., a Resident quits the team, gets injured, relocates, etc.) shall be allowed to exist and continue playing through the remainder of the season.

Any abuse of these guidelines or the intent of these guidelines may result in punitive action, up to and including immediate dissolution of a team.

12. FACILITY USE - RESTRICTIONS

Each Association is organized to provide league play for youth, including player evaluations, pre-season player and coach clinics, league practices, scrimmages, games, and post-season tournaments. All field use shall be coordinated with the Department using whatever methods are agreed to by the parties to insure proper preparation and care of the facilities. Hosting of camps and tournaments involving participants from outside the association's own program along with participants in the Association's own program

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is allowed but requires coordination with and written consent of the Department. Field rental fees and staff fees may be applicable. Associations must seek approval from the City to host outside camps and tournaments at the parks at least ninety (90) days prior to the proposed event. Staffing fees for these kinds of events may apply. The Association is specifically not permitted to sublet facilities to any individual or organization. The Association's Facility Use Agreement is for the Association's own use.

Associations may not schedule or host any activities at Wills Park on July 4th and 5th due to the City's annual July 4th celebration and fireworks, and day-after park clean-up. Associations may request special permission from the Department Director to schedule or host any activities at Wills Park on July 4th and/or 5th. The decision shall be made by the Department Director in his sole discretion.

The City reserves the right to restrict facility use on other dates when there are special events hosted by the City, the Department, or a non-City entity utilizing City facilities for a tournament, clinic, camp, etc. deemed appropriate and beneficial to the City. These dates, if applicable, will be included in the annual facility use agreement or will be communicated to the Association as soon as the dates are confirmed.

13. CAPITAL IMPROVEMENTS

The Department formally evaluates the condition of all park facilities and amenities twice per year. During these inspections, Department staff will determine whether or not facilities and amenities are in need of removal, repair, and/or replacement. Maintenance needs are prioritized by the Department based on safety, vandalism, functionality, aesthetics, etc.

During the City budget process (mid-year and/or fiscal year), Department staff will prepare a list of capital improvement projects to be recommended for funding. The list of projects shall include cost estimates and justification and shall be presented to the Commission for review. The Commission shall prioritize the list of projects and may add or delete any projects recommended by staff. The Commission shall approve a capital improvements project budget request to be provided to the City Budget Review Committee and/or Mayor/Council for consideration during the budget process.

Association representatives are encouraged to identify capital improvement projects respective to the facility or facilities on which they operate. The list of projects should be prioritized by the Association Board and presented to the Commission liaison and the Department Director and/or his designee no later than early December prior to the start of the budget process. The Director determines whether or not to include recommended projects in the list that is given to the Commission. Financial partnerships (50/50) between the Associations and the Department are encouraged.

14. ANNUAL PRESENTATION

The President/Commissioner of the Association will be invited to the December meeting of the Commission in order to make a brief presentation on the activities of the Association during the past year and its plans for the following year. Each Association representative will be asked to submit a written report electronically to the City at least one week prior to the meeting. Presentation at the meeting and submission of a written report are both mandatory annual requirements.

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES**15. CHANGES TO PROGRAM CONTENT, STRUCTURE, PHILOSOPHY, ETC.**

Each Association shall communicate to the Commission liaison(s) and employee liaison(s) any and all substantial changes in their program. For this purpose, a **substantial change** shall be defined as any change in the philosophy, mission, and organization of the Association which would impact the delivery of expected service to any and all program participants, current and future.

This includes but is not limited to the following:

- Addition/elimination of any age or skill level
- Addition/elimination of any component of overall program content (i.e. cheerleading, flag football, fast pitch softball, out-of-park All Stars, Sunday select, summer or winter league play, etc.)
- Association by-laws
- Board structure and composition
- Schedule of fees for participants
- Anything that would be in direct conflict with existing City/Department policies

Association shall notify liaisons as soon as the idea for a substantial change is included on an Association meeting agenda. Upon notification by the Association, the Commission and/or employee liaison shall communicate the information to the Department Director or his/her designee. Before any action shall be taken by the Association to implement the substantial change, the Association shall prepare a written proposal outlining the planned change to include justification for the change; benefits of the change to the Association, citizens of Alpharetta, and the City; communication plan to inform the general public; timeline for implementation; financial impact to program participants (if any); legal requirements (if any); etc. It shall be at the sole discretion of the Department to determine if an in-depth written proposal shall be required. This will be determined on a case-by-case basis, depending on the nature of the proposed change.

The Department shall determine the level of approval needed for the Association to implement the substantial change. The approval levels are noted as follows:

- a. Association Board and members only
- b. Department Director or his/her designee
- c. Recreation Commission Sub-Committees
- d. Alpharetta Recreation Commission
- e. Alpharetta Mayor and City Council

16. SPONSORSHIPS/ADVERTISING

Associations are not permitted to display permanent advertising signage of any kind on fences, dugouts, concession buildings, grounds, roadways, etc.

Associations are allowed to seek sponsors to help offset expenses associated with administering their programs and to create a revenue stream for Associations to assist the City in funding capital projects benefitting the parks and facilities they use. Associations are not permitted to obtain sponsorships, including direct financial aid and/or in-kind

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donations, from any religious organization, individuals, and businesses that compete with contractual obligations of the City. Sponsors must be in good taste and appropriate for City Park environment (i.e. alcohol and/or tobacco-related products/businesses are not allowed to advertise in City parks).

Associations must request in writing to the Department Director permission to display sponsor banners in the parks. With approval of the Department Director, sponsor banners may be displayed on fences only during games. All banners must be taken down immediately at the conclusion of the last game of the day.

Associations are encouraged to support the City's Scoreboard Sponsor Program as a fundraising opportunity for Associations. Associations are assigned certain scoreboards and may sell advertising on these scoreboards per the terms of the City's Scoreboard Sponsor Program. Contact Department Director or his/her designee for information on the City's Scoreboard Sponsor Program.

REQUIREMENTS OF ASSOCIATIONS**1. FACILITY USE AGREEMENT**

Any Association operating on City property must sign a Facility Use Agreement with the City. The agreement is issued prior to the start of the calendar year and specifically identifies the facilities to be used by the Association and the terms of that use.

Adherence to all policies and procedures in this manual is considered part of the Facility Use Agreement. The City retains the right to change these guidelines and policies at any time, without advance notice, as it deems appropriate. Any changes will be communicated to the Association within five (5) business days after the change has been made and approved.

In accordance with O.C.G.A. § 36-60-13, this agreement may be renewed for one (1) successive one (1) year term if, prior to the expiration of the then existing term, the parties execute a written agreement to renew same for a one (1) year term. For any such subsequent terms, facilities, dates, times, fees, and any modifications to the agreement will be determined by written agreement of the City and Association.

With respect to renewal of this agreement, any Association currently holding a Facility Use Agreement will receive priority, unless the City has reason to revoke the agreement. Facilities not in use will be distributed on a first come first served basis.

2. COACH CERTIFICATION AND TRAINING

Association must provide coach certification and/or training for all head and assistant coaches of each team. It is the responsibility of the Association to ensure that their volunteers complete all legally mandated training programs before being permitted to coach a team. Association must provide documentation of such training to the City upon request.

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A comprehensive training program should include but not be limited to the information listed below:

- Sport Specific Training
- How to Organize Practices
- Communication with Parents
- Basic First Aid and CPR/AED
- Concussion Awareness Training
- Mandatory Child Abuse Reporting Requirement
- Severe Weather Policies and Procedures
- Heat and Hydration Guidelines
- Association Mission/Expectations
- Association Relationship with the City

3. SELECTION OF COACHES

Associations are responsible to select qualified coaches for their program. Each Association shall establish their own criteria to determine qualifications of coaches, such as coaching experience, past playing experience, etc.

4. FEES AND CHARGES

Note: Each Association will adhere to fee policies set by the City, including fees that may not yet be currently established.

Registration Fees

All registration fees shall be fair and equitable to all participants. Associations shall communicate to participants what the registration fee covers, including the number of practices and games per season. Registration fees shall be derived from predicted costs to operate the program, to fund Association operations, and to fund park capital improvements (current and future) that mutually benefit the City and Association.

Registration fees shall include the total cost of operating the association's program to include but not limited to; cost of uniforms, player awards, umpires/officials, equipment for the league/teams, first aid supplies, marketing, web administration, general maintenance of facilities, etc.

Non-Resident Fees

All program participants who reside outside the city limits of Alpharetta will be assessed a non-resident fee. Association shall pay the City non-resident fees for each Association non-resident participant in their program. This fee shall be paid for each athletic season held each year (fall, winter, spring, and/or summer), and must be paid to the City no later than three (3) months after the end of the last game of the season. Association non-resident fees shall be calculated at 75% more than the resident registration fee.

Note: the dollar amount of the Association non-resident fee shall not exceed the highest non-resident fee charged to participants in youth athletic programs managed directly by the Department. (Department's highest recreation league non-resident fee shall be the

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maximum for the Association's recreation league non-resident players. Department's highest travel/select league non-resident fee shall be the maximum for the Association's travel/select/division 1 league non-resident players.)

At least two (2) weeks before the advertisement/announcement of registration and non-resident fees for a particular season, the Association must submit a fee schedule to the Department. The Department will review the fee schedule and will have final approval of any and all non-resident fees.

The Association will be responsible for the determination of city residence during the registration period. Within one (1) week after receiving the Association's participation list with addresses, the Department will verify player residency and report information to the Association. The non-resident fee will be paid directly to the City of Alpharetta based on the Department's verification of player residency. The Association is responsible for remitting non-resident fees for all non-City participants, regardless of whether or not it was collected by the Association.

City of Alpharetta employees and their immediate family members, regardless of where they reside, are considered Residents and may register during the Resident registration period. Non-resident fees are waived for these participants. Associations should contact the Department to verify employee status.

Scholarships

The Association should make available a reasonable number of scholarships for participants requiring assistance. The Association shall determine the eligibility criteria for scholarship recipients and shall determine whether or not to charge non-resident fees to scholarship recipients. Regardless, the Association is responsible to pay the City non-resident fees for non-resident scholarship recipients to the City.

Admission Fees

Associations are not allowed to require an admission fee to any normal association play. Admission fees may be collected for tournament play or other special events, upon approval of the Department. The Association must submit a letter of request in order to have an admission fee request approved.

5. PROGRAM/FACILITY SCHEDULES

Associations are required to submit all master schedules to the Department *prior* to the beginning of use of any City facility. This includes tryout dates, practice schedules, opening ceremonies, game schedules, special events such as player clinics, travel team schedules, etc. These schedules should be submitted thirty (30) days prior to the beginning of any program. Facility use outside the scope of the Facility Use Agreement must be requested through the Department and is not guaranteed.

6. SAFETY/ACCIDENT PREVENTION

Associations are responsible for operating their programs in a safe and effective manner. All fields, equipment and other facilities should be inspected before each use.

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Associations should have an adequate number of adults present at each scheduled activity to supervise the participants from the outset to the close of the program. League officials are responsible for insuring that all programs are operated under safe weather conditions. Safety plans should be implemented in case hazardous situations should occur.

7. DISCRIMINATION

Associations must provide equal opportunity without regard to race, color, religion, sex, national origin, age, veteran's status, and disability. Associations must comply with the Americans with Disabilities Act (ADA) of 1990 and provide reasonable accommodations to members of the public, if so requested, unless participation would create a risk to any participant.

8. MAINTENANCE/FACILITY UPKEEP

The Department will be responsible for all field and facility preparation for all practices and games. This includes game day facility preparation, grass mowing, and lining of baseball and softball fields. Parks Services staff will prepare fields only once per day, usually in the morning. Staff is not available to prepare fields on Sundays. Staff is not responsible for lining of grass football fields.

Associations are responsible to report any and all facility maintenance issues to the Department as soon as they are noticed.

Associations are required to provide safe sports equipment for participants.

Associations are responsible for picking up litter around facilities and placing it in proper receptacles after the conclusion of a scheduled program. This includes playing areas, walkways, restrooms, press boxes, concession stands, dugouts, etc.

Associations should take proper steps to ensure that scheduled activities do not infringe on park neighbors or other park users. This includes reducing excessive noise, excessive traffic, parking problems, etc.

9. WEATHER POLICIES

The Department will determine if fields are playable. Associations will be notified as early as possible if the fields are not playable. Associations are prohibited from field use if the field has been deemed "unplayable." In the event of inclement weather after the Department's normal business hours, the Association is responsible for determining field playability. Associations are expected to exercise good judgment in determining if a field is playable, keeping the safety of the players foremost.

Associations must adhere to the City's Severe Weather Policy. For the safety of all, the City of Alpharetta observes the following severe weather procedures for all outdoor programs: Any flash or sound (thunder) which indicates diminishing weather conditions will result in the immediate suspension of any outdoor activities for a safe waiting period of thirty (30) minutes. All participants will be encouraged to seek shelter immediately.

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Department staff and/or on-site supervisors will monitor conditions during this time. Subsequent flashes or sounds will result in an extended safe waiting period until it is determined by staff or on-site supervisor either that conditions are safe to resume scheduled outdoor activities, or that conditions have deteriorated to the point of canceling the outdoor activities.

Associations that do not have their own established **Hydration and Heat Guidelines** must adhere to the Hydration and Heat Related Guidelines observed by the Department. In summary, outdoor activities must be canceled if the WBGT (Wet Bulb Globe Temperature) is over 92 degrees. Additional guidelines also apply. A copy of the guidelines in their entirety will be provided to Associations.

Associations that do not have their own established **Cold Weather Policy** must adhere to the Cold Weather Policy observed by the Department. The policy is as follows: If the official Alpharetta, GA temperature according to www.weather.com is forecasted to be 30 degrees or lower at the time of the scheduled practice or game, it is recommended that the scheduled event be cancelled. If the temperature reaches 25 degrees, it is mandatory the event be cancelled.

The Department may cancel and/or postpone all youth programs and activities whenever Fulton County Schools are closed for inclement weather. If Department cancels programs, Associations shall also cancel programs.

10. CONCESSIONS OPERATIONS

Associations must comply with Fulton County Health Department regulations for concessions operations. Associations are required to purchase their own supplies and equipment, such as microwave, popcorn machine, nacho machine, crock pot, etc.

Associations are required to comply with the terms and conditions of City contracts with food and/or beverage providers for concession operations. Failure to adhere to the terms of any City contracts with concessions providers may result in termination of the facility use agreement. Contact the Department Director or his/her designee for information on current contracts.

Each Association that utilizes the services of a contract vendor ("for-profit" business or individual) to provide concession operations is required to pay the City 15% of all gross receipts from concessions. Gross receipts will constitute any and all revenues collected from sales of concessions. This 15% must be paid directly to the City and held by the City for projects the Association requests (in escrow). Projects for future park improvements require Department Director and Recreation Commission approval. All capital improvements must be completed prior to the start of the following season unless the City agrees that it is in the best interest of the City to delay the completion of the capital improvement.

Each Association that utilizes volunteer board members and/or parents to operate the concession stand is not required to remit a percentage of revenue to the City.

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Concession facilities must be cleaned after each use and at the end of the season.
Necessary building maintenance and vandalism should be reported to the City.

11. RESTROOMS

It shall be the responsibility of Associations to ensure that restrooms are inspected after each program session. The City is responsible for the supply of paper products and general maintenance that may occur.

12. SECURING OF FACILITIES

An Association Board member, Coach or Club Approved Field Marshall should be responsible for securing facilities after each use, including all practices and games. This includes closing and locking of all buildings, the turning off of all lights and scoreboards, and ensuring all necessary gates are closed and secured. Association board members and coaches are asked to turn off lights and scoreboards immediately following the last practice or game of the night, instead of waiting for the timer to take effect.

13. KEYS

Keys to all required facilities will be distributed to the Commissioner/President of the Association and may be distributed to the necessary individuals. A list of all individuals who have keys in their possession shall be submitted to the Department. The Association is responsible for returning all issued keys at the conclusion of the program. Any unreturned keys are subject to a fine at the discretion of the City. Periodically, the Department will change the locks and/or combinations to buildings, gates, and electrical boxes. The Department will notify affected Association of any changes and will supply new keys/combinations as needed.

14. PUBLICITY

Associations must provide the Department with information at least two (2) weeks prior to publicizing the information to past and potential participants and on the Association website. The purpose of this is to ensure that guidelines for registration and fee structures (resident/non-resident) are followed by each Association. The Department will review information and notify Association within five (5) business days if any changes need to be made in order to comply with established guidelines.

The Department will provide links to Association websites on the City's website, www.alpharetta.ga.us. The Association must notify the City if the web address changes. Associations may request assistance from the City to help with marketing of registration. City may send news releases to local media outlets, email notifications to Department participants, include information in the City's e-newsletter and the Department's Facebook page. The City will not pay for Association advertising, flyers, mailings, etc.

15. PUBLIC USE OF FIELDS

The Facility Use Agreement applies only to organized league play for the duration of the agreement as specified on the agreement. Unless otherwise scheduled, the facilities are available to the public on a first come first serve basis or may be rented by the Department to outside groups for activities deemed appropriate and beneficial to the City.

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The terms of any facility rental agreements between the Department and outside groups are established and agreed upon solely by the City and the group renting the City's facilities. These agreements are independent of the lease agreements with the Associations. The City will not rent facilities to teams and programs that compete with the City's partner Associations. The City may host large tournaments through the Alpharetta Convention and Visitors Bureau.

16. ACCIDENT/INCIDENT REPORTS (attached)

The Association is responsible for filing an accident/incident report to the City which documents the details of any accident, injury, or incident which occurs on City property. The report should detail what occurred, the time of the accident/incident, where it occurred, who was involved, and who witnessed the accident/incident and filed the report. A copy of the accident/incident report is included in this manual. The report shall be submitted to the Department within two (2) working days of the accident/incident. Any and all accidents/incidents must be reported!

17. PARTICIPANT EVALUATIONS

All participants in Association programs must be given an opportunity to complete a participant evaluation at the conclusion of each athletic season in which he/she participated. The evaluation should include questions pertaining to the administration and organization of the program (i.e., ease of registration, quality of the coaches, program structure, program content, etc.), and the condition and appearance of the Department facilities. The Association should ask participants for comments and suggestions to improve the program. A summary of participant evaluations should be prepared and distributed to the Association Board, the Department, and the Recreation Commission within two (2) months at the end of each season. Upon request, the Association must make completed participant evaluations available to the Department and/or Commission. The City reserves the right to conduct independent participant surveys.

18. GRIEVANCE PROCEDURE

All participants must have due process to address any grievances with the Association's Board at a scheduled meeting.

19. COMPLAINT PROCEDURE

Any written complaint regarding a coach, league official, umpire, etc., should be copied to the Department Director.

20. BACKGROUND CHECK - VOLUNTEERS

All Association board members and any individual who wants to coach a youth team shall go through the City's criminal history background check once per calendar year. All potential volunteers must complete the Request for Criminal History form and provide a copy of valid photo identification. An Association representative shall be designated to collect the documentation and shall submit this to the designated Department staff, who will coordinate with Alpharetta Department of Public Safety.

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The Recreation Services Manager confers with the Department Director on any problematic criminal history background checks. Any individual who does not meet City standards for criminal history background check will not be allowed to coach in the youth league and should not be assigned a team. Potential volunteers who refuse to provide information necessary to complete the criminal history background check shall not be allowed to volunteer.

NOTE: Associations are responsible for collecting and submitting criminal history background check documentation (forms and photo ID) at least one (1) month prior to finalizing team coaching assignments. This will allow ample time for the criminal history background check to be completed. Association will be notified of any and all potential volunteers who do not successfully pass the City's criminal history background check. It is the Association's responsibility to inform volunteers of the outcome of their criminal history background checks. The City provides a process for any denied application to request an appeal of decision. This information is available upon request. The Department strongly encourages all Associations to submit background checks for potential assistant coaches.

21. BACKGROUND CHECK – OFFICIALS AND UMPIRES

Each Association who has a contractual agreement with an outside vendor to provide officiating services for the Association shall require, as part of the written agreement, that all officials/umpires who will be scheduled to officiate at Association activities complete a criminal history background check prior to officiating any games for the Association. The criminal history background check should be performed once per calendar year. The Association shall require appropriate documentation of completion of background checks. Documentation must be maintained on file by the Association.

22. MANDATORY REPORTING LAW

Volunteers who work with children are required by law to report suspected child abuse. The mandatory reporting requirement is a provision in HB 1176, the criminal justice reform bill signed by Governor Nathan Deal on May 2, 2012. Specifically, HB 1176 changed the definition of "child service organization personnel" to include volunteers. The law defines "child service organization personnel" as follows: "Child service organization personnel" means persons employed by or volunteering at a business or an organization, whether public, private, for profit, not for profit, or voluntary, that provides care, treatment, education, training, supervision, coaching, counseling, recreational programs, or shelter to children."

It will be the responsibility of each Association to ensure that all volunteers and contracted vendors are notified of the law. All Association volunteers must complete a training program before being allowed to serve as a volunteer for the Association. The City will provide access to online training for volunteers as available.

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES**23. CONCUSSION AWARENESS POLICIES AND PROCEDURES**

HB 48 by the Georgia Legislature requires agencies to educate youth athletes and their parents on the dangers of concussions in youth athletic activities. The Georgia Department of Public Health is referring everyone to the “Heads Up – Concussion in Youth Sports” program offered by the CDC. The following is a link to the program: http://www.cdc.gov/concussion/HeadsUp/online_training.html.

It is the policy of the Department to educate coaches, referees, employees, instructors of at-risk activities, trainers, parents, and participants of the signs, symptoms and behaviors consistent with sports- and activity-induced concussions. Further, the Department requires that any participant, under the age of 18, suspected of a concussion or head injury must be removed from the activity and it is recommended that the participant be examined by a licensed health care provider. If a participant is deemed by a licensed health care provider to have sustained a concussion, Department personnel or other designated personnel (coaches, referees, instructors of at-risk activities, trainers, and parents) shall not permit the participant to return to play until he or she receives documented clearance from a licensed health care provider for a full or graduated return to play.

A full copy of the Department’s policies and procedures is available upon request.

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES**FACILITY GUIDELINES AND ORDINANCES**

Associations are responsible for adherence to all City and park ordinances.

1. **HOURS OF OPERATION**
City facilities open at 8:00am and close at 11:00pm. Associations are not allowed to conduct a program prior to 8:00am and after 11:00pm, unless prior written approval has been given by the Department.
2. **USE OF PARKS FOR GOLF PRACTICE**
Parks may not be used for golf practice, with the exception of disc golf which is permitted at the disc golf course at Wills Park.
3. **MOTOR VEHICLES IN PARKS**
Motorized vehicle operation is restricted to prescribed paths, marked roadways, driveways and parking lots. This also applies to parking in areas other than designated parking spaces. Unauthorized vehicles are not allowed in "plaza" areas of ball fields without permission from the Department.
4. **LITTER CONTROL**
It is unlawful to litter. Each Association is responsible for insuring that all fields, parking lots, restrooms, dugouts, bleachers, concession areas, etc. are kept clean and litter free on a daily basis. Clean up fees may be assessed to Associations not adhering to this policy. All litter should be picked up and placed in the proper containers.
5. **ALCOHOL BEVERAGES**
Per City ordinance, the selling or consumption of alcoholic beverages on park property is strictly prohibited.
6. **TOBACCO USE**
Per City ordinance, the use of any and all tobacco products on park property is strictly prohibited.
7. **ANIMALS IN PARKS**
Other than service animals, it is against park regulations for any individual who possesses or is in charge of a domestic animal, restrained or unrestrained, to bring the animal onto any athletic field. It is the owner's responsibility to remove any animal excrement deposited by their animal on park property and dispose of it in a sanitary manner. For the safety of all, pet owners are required by law to obey Fulton County leash laws while visiting city of Alpharetta park facilities.
8. **NOISES AND SOUNDS PROHIBITED**
It is unlawful for any person to make, continue or cause to be made any loud, unnecessary or unusual noises that annoy, disturb, injure, or endanger the safety or comfort of others in the area.
9. **CLOSING OF BALLFIELDS**
The Department may close to the Association and/or public any ballfield or facility for maintenance purposes. Such facilities will be posted, and it is unlawful for any person to enter a closed facility.

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES**PARK/FACILITY REGULATIONS**

1. Associations conducting youth activities on City facilities must have at least one (1) adult present for every fifteen (15) youth participating in an activity to supervise all scheduled activities from the outset to the conclusion of the activity.
2. Participants, Spectators, Parents, Coaches, or Officials of an organization must display appropriate conduct while operating activities on City facilities and must adhere to the Department's Code of Conduct. A copy of this document is available upon request. Association is responsible to provide this information to the appropriate parties. Continuous failure to do so could result in the termination of this agreement.
3. The Association shall be responsible for any damage incurred to the facilities while in use by the Association. Persistent damage to City facilities while in use by the Association could result in agreement revocation.
4. The Association is responsible for policing the area around athletic fields, plaza areas, parking lots, rest rooms, concession stand, dugouts, and walkways. This must be completed upon the conclusion of each activity.
5. Association representatives are responsible to report any/all suspicious activity occurring on City property to the Department and/or to the City's Department of Public Safety.
6. The Department will supply locks for all required facilities and structures. Keys and/or combinations will be distributed as per Department policy.
7. The City shall be responsible for mowing the grass, moving bleachers, general maintenance, etc., unless otherwise specified in the agreement.
8. A designated Association member must make sure the facilities are secure and all lights turned off before departing the area.
9. The Department reserves the right to cancel any scheduled activities when it is believed that such use as during bad weather would damage facilities or put participants at risk.
10. Bicycles, roller blades, skateboards are prohibited on walkways or other designated areas.
11. No game shall begin after 10:00pm; every effort should be made to conclude by 11:00pm.
12. Questions, recommendations, complaints, etc. regarding park facilities and operations should be directed to the Department: 678-297-6152, athleticprograms@alpharetta.ga.us.

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES

DEPARTMENT PERSONNEL AND CONTACT INFORMATION

<i>Director</i> Morgan Rodgers, CPRP	678-297-6103	mroddgers@alpharetta.ga.us
<i>Administrative Office Coordinator</i> Sarah Bausano	678-297-6104	sbausano@alpharetta.ga.us
<i>Projects Manager</i> Kurt Kirby, CPRP, CPO, CPSI	770-740-1034	kkirby@alpharetta.ga.us
<i>Wills Park Manager – Park Facilities, Equestrian Center</i> Matt Casey, CPRP	678-297-6122	mcasey@alpharetta.ga.us
<i>Parks Services Manager – Park Supervisors, Greenway</i> Eric Milley, CPO, CPSI	678-297-6106	emilley@alpharetta.ga.us
<i>Park Supervisor II</i> Barry Pike (Wills Park) Chris Anderson, CPSI, CPO (North Park) Nate Hand, CPSI (Webb Bridge)	678-297-6125 770-751-7840 770-751-7841	bpike@alpharetta.ga.us canderson@alpharetta.ga.us nhand@alpharetta.ga.us
<i>Administrative Assistant II - Parks</i> Ruby Flynn	678-297-6123	rflynn@alpharetta.ga.us
<i>Community Services Manager</i> Amanda Musilli	404-314-1245	amusilli@alpharetta.ga.us
<i>Communications Manager</i> Deanna McKay	678-879-2568	dmckay@alpharetta.ga.us
<i>Cultural Arts Services Manager</i> Kim Manning Alpharetta Arts Center	678-297-6078 678-297-6135	kmanning@alpharetta.ga.us arts@alpharetta.ga.us
<i>Recreation Services Manager</i> Christine Young	678-297-6154	cyoung@alpharetta.ga.us
<i>Recreation Centers/Program Areas</i> General Information Athletics Supervisor II- Tyler Spinnenweber Alpharetta Community Center (Wills Park) Alpharetta Adult Activity Center (North Park) Wills Park Recreation Center (Wills Park) Wills Park Pool, Aquatics and Wellness	678-297-6100 678-297-6163 678-297-6100 678-297-6140 678-297-6130 678-297-6153	recreation@alpharetta.ga.us athleticprograms@alpharetta.ga.us accprograms@alpharetta.ga.us activeadults@alpharetta.ga.us wprcprograms@alpharetta.ga.us aquatics@alpharetta.ga.us

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES****City of Alpharetta
Accident / Incident Report Form**

Date of accident/incident _____ Time of accident/incident _____
Facility where accident/incident occurred _____
Specific location of accident/incident within the facility _____
Number of persons involved _____ Police notified ☐ Y ☐ N EMS notified ☐ Y ☐ N

Information on persons involved in the accident/incident:

NAME (please print)	PHONE	Under the age of 18
	Day: Evening:	
	Day: Evening:	
	Day: Evening:	

Information on witnesses to the accident/incident

NAME (print)	SIGNATURE	PHONE
		Day: Evening:
		Day: Evening:
		Day: Evening:
		Day: Evening:

ACCIDENT/INCIDENT SUMMARY:

If applicable, who offered treatment options

Did the injured party waive treatment ☐ Y ☐ N

**Photos of accident/incident site taken ☐ Y ☐ N

Person completing form _____
(Print name) Signature Date

Person completing form _____
Day phone Evening phone

** Take photographs of the accident/incident site as soon as practical but within 24 hours of the accident/incident
Fax or email completed form to Safety/Risk Administrator at 678-297-6065
osutton@alpharetta.ga.us; and City at 678-297-6154 or recreation@alpharetta.ga.us.

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
ASSOCIATION CHECKLIST**

REQUIRED ANNUALLY AND/OR BEFORE SEASON BEGINS EACH YEAR:

<u>DESCRIPTION</u>	<u>DUE*</u>	<u>DONE</u>
Proof of Non-profit status submitted to ARPCS	On file each year	_____
Current Association by-laws to ARPCS	On file each year	_____
Copy of Certificate of Insurance naming ARPCS as a certificate holder	On file each year	_____
Open election of Board of Directors	On file each year	_____
Annual membership meeting	Annually	_____
Coach Background Check Consent Forms	Annually	_____
Signed Facility Use Agreement	Annually	_____
Financial Statements – to include the following:	Annually	_____
1. Summary of operating budget, income and expenses		
2. Summary of capital expenditures		
3. Registration fees charged to participants		
4. Federal and State tax returns		
5. Profit and Loss statement		
Slate of nominated officers and home address to ARPCS 30 days before elections		_____
List of elected officers to ARPCS	One month after elections	_____
Rosters to ARPCS	One month after end of registration period	_____
Master Schedule to ARPCS (tryouts, practices, games)	1 month before season	_____

REQUIRED AFTER THE SEASON ENDS:

<u>DESCRIPTION</u>	<u>DUE*</u>	<u>DONE</u>
Participant Evaluation Summary to ARPCS	2 months after each season	_____
Payment of Non-Resident Fees to City	3 months after each season	_____
List of Certified Coaches to ARPCS	Provide upon request	_____

REQUIRED SEASONALLY/AS NEEDED:

<u>DESCRIPTION</u>	<u>DUE*</u>	<u>DONE</u>
List of key holders to ARPCS	Update as necessary	_____
Accident/Incident Reports	As necessary	_____
Copy of Coach Complaint to ARPCS	As necessary	_____
Information for ARPCS promotions	TBD by ARPCS	_____

**Due Dates for each Association will be discussed and agreed upon with each Association Commissioner/President during the contract review process. Some Due Dates will vary per Association, based on Association fiscal year.*

Note: ARPCS = Alpharetta Recreation, Parks and Cultural Services

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES**FACILITY USE AGREEMENT**

This agreement made this _____ by the City of Alpharetta and _____, a non-profit organization called the "Association".

Witnessed:

In consideration of the mutual agreements contained in this document, the City and Association agree as follows:

1. The Association agrees to provide a youth sports program (organized league play) as a service for the City in accordance with all policies and procedures for youth sports associations operating on city property previously set forth, (including the Youth Athletic Association Facility Use Agreement and Organizational Requirements) and attached in this agreement.
2. This Facility Use Agreement shall begin on the Effective Date and terminate on _____. Thereafter, in accordance with O.C.G.A. § 36-60-13, this agreement may be renewed for one (1) successive one (1) year term if, prior to the expiration of the then existing term, the parties execute a written agreement to renew same for a one (1) year term. For any such subsequent terms, facilities, dates, times, fees, and any modifications to the agreement will be determined by written agreement of the City and Association.
3. The City agrees to authorize the Association the use of fields and facilities as listed below at _____. The agreement includes use of all support structures (dugouts, lights, press-boxes, concession stands, storage facilities, bleachers, batting cages, fencing, etc.) for approved league play unless otherwise specified. See Exhibit A for detailed information on days and times of approved use of fields and facilities.
4. The Association agrees the facilities will be used in a safe manner, and in compliance with all applicable federal and state laws and City ordinances, rules and regulations.
5. Association shall not cause or permit damage or injury to the facilities. No alteration, addition, or improvement to the facilities shall be made by the Association without prior written consent from the City. Such alterations, additions, or improvements shall become and remain City property.
6. Failure of the City to insist upon strict performance of any term or condition of this agreement shall not be a waiver of any right or remedy the City may have and shall not be a waiver of any subsequent breach of terms or conditions.
7. The City may enter the facilities at any time during the period of this agreement for inspection or supervision as deemed necessary.

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES

8. It is agreed and understood that the Association shall indemnify and hold the City, its agents and employees harmless from any and all liability, costs, legal fees, expenses, damage or injury to participants or property, and any claim or causes of action arising out of the performance of this agreement or negligence.
9. This agreement may be modified only by a written agreement between the City and the Association.
10. It is the understanding of the City and the Association that nothing contained in this agreement shall be interpreted to assign to the Association any status under this agreement other than that of an independent Association.
11. Nothing within this agreement shall be construed as a waiver of governmental immunity by the City, its officers or employees.
12. For the purpose of this agreement, any notices required to be sent to the parties shall be mailed to the following respective addresses:

ASSOCIATION NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: _____

WEBSITE: _____

EMAIL: a _____

CITY: Alpharetta Recreation, Parks & Cultural Services
2 Park Plaza
Alpharetta, GA 30009
Attn: Athletics Supervisor
678-297-6163
athleticprograms@alpharetta.ga.us

13. It is agreed between the City and the Association that this agreement shall be executed in an original and one copy, which may be used for any purpose for which the original may be used.
14. The City has designated the Athletics Supervisor II for the City as its contact person, coordinator, and liaison person with the Association in the execution of the terms of this agreement.

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES

15. The Association shall not have the right to assign the interest it holds in this agreement.
16. The facilities shall not be used for any purpose other than those designated within this agreement, without the written consent of the City.
17. The Association may not deny participation in any park or program based on race, color, national origin, religion, sex, age, or disability.
18. The Association members agree to abide by all City policies and procedures as attached in this agreement.
19. The Association will adhere to fee policies set by the City, including fees that may not yet be currently established.
20. This Agreement shall not be assigned or subcontracted in whole or in part without the prior written consent of ARPCS. This Agreement shall be construed under and governed by the laws of the State of Georgia. This Agreement is the complete understanding of the parties in respect of the subject matter of this Agreement and supersedes all prior agreements relating to the same subject matter. The parties may modify this Agreement only by written instrument signed by each of the parties hereto. Failure by either party to enforce a provision of this Agreement shall not constitute a waiver of that or any other provision of the Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
21. The Association acknowledges and agrees that by virtue of the fact that the fields and other facilities made available to the Association under this Facility Use Agreement were funded by the taxpayers of the City and are owned by the City, and further due to the fact that the recreation fees generated from the availability of such fields, the Association is subject to the Open Records and Open Meeting laws of the state of Georgia. The Association agrees to comply with those laws. To the extent that the Association is uncertain or needs assistance as to proper compliance with such laws, the City shall provide such assistance and guidance. The Association further agrees that all books and records of the Association shall be made available to the City of Alpharetta as and when requested for review or audit.
22. City shall have the right to terminate this Agreement upon failure of Association to perform its obligations to the satisfaction of City. Prior to exercising this right of termination, City shall provide Association with a written notice specifying Association's failure to perform and providing Association with a reasonable opportunity to cure its performance. In the event that Association fails to cure its performance, or in the event of subsequent failure to perform, City shall have the right to immediately terminate the Agreement by providing written notice of termination to Association.

Association shall have the right to terminate this Agreement upon failure of City to perform its obligations to the satisfaction of Association. Prior to exercising this right of



ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES

termination, Association shall provide City with a written notice specifying City's failure to perform and providing City with a reasonable opportunity to cure its performance. In the event that City fails to cure its performance, or in the event of subsequent failure to perform, Association shall have the right to immediately terminate the Agreement by providing written notice of termination to City.

Either party may terminate this Agreement at any time without cause upon ninety (90) days written notice to the other party.

I hereby acknowledge and understand that the Association of which I am authorized to represent will abide by and comply with the terms and conditions as set forth in this Facility Use Agreement as well as all of the policies, procedures, guidelines, and rules contained within the City's Youth Athletic Association Handbook. I understand that failure of the Association or any of its members to comply may result in termination of this Agreement with the City.

By: _____
Association Representative

By: _____
Mayor, City of Alpharetta

Name: _____

Date: _____

Title: _____

Phone: _____

Email: _____

By: _____
City Administrator

APPROVED AS TO FORM:

By: _____
City Attorney

Date: _____



City of Alpharetta

RFP # 25-113, Football Youth Athletic Association
Scope of Work and Proposal Submission

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES

EXHIBIT A – 2025 Facility Use Agreement

Annual Association Schedule (attachment)



RFP 25-113: Football Youth Athletic Association

Scoring Summary

Active Submissions

	Total	B - Group 2 Technical	B-1 - Project Team, Experience, Statements of Qualifications	B-2 - Program Approach and Technical Capabilities	B-3 - References
Supplier	/ 100 pts	/ 100 pts	/ 40 pts	/ 50 pts	/ 10 pts
NAFL	75	75	25.33	41.67	8



STAFF REPORT

Department: Recreation, Parks & Cultural Services

Submitted By: Christine Young

Meeting Date: May 5, 2025

AGENDA ITEM:

Contract Approval: Wanna Play Baseball, Inc. Pool Concessions

Consideration of approval of the renewal of the contract with Wanna Play Baseball, Inc., provider of Wills Park Pool Concessions and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the renewal of the Wanna Play Baseball, Inc. three-season contract to provide concessions at Wills Park Pool and authorize the Mayor to execute all necessary documents.

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: BASIC OPERATION COSTS ASSOCIATED WITH THE RUNNING OF THE CONCESSION STAND, MAY TO SEPTEMBER (UTILITIES, MAINTENANCE, ETC.). 5% OF GROSS INCOME FROM THE CONCESSION STAND SEASONAL SALES IS PAID TO THE CITY BY WANNA PLAY BASEBALL, INC. AT THE END OF EACH SEASON; APPROXIMATELY \$5,000.00 ANNUALLY SINCE 2019.

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:

Background

Wanna Play Baseball, Inc. has been the City of Alpharetta's Wills Park Pool Concession provider since 2019. They provide high-quality concessions for the patrons that attend pool activities from opening day to closing day.

Recommendation Explanation

To continue to provide quality concessions, customer service, and for the added benefit brought to pool patrons, Alpharetta City Staff are recommending renewal of the contract attached hereto as the Wanna Play Baseball, Inc. Pool Concessions Contract 2025-2027.

ALTERNATIVES:

Not renewing the Wanna Play Baseball, Inc. Concessions Contract will result in additional staffing and City funds needed to provide a Division-Run concession stand for Summer 2025.

ATTACHMENTS:

1. Pool Concessions Contract 2025-2027
2. Concession Services Agreement Addendum 62022

Alpharetta Recreation, Parks and Cultural Services

Contract for Concession Services

This Contract for concession services is made and entered into and is effective on May 5, 2025, by and between Wanna Play Baseball, Inc., an independent contractor (“Contractor”), and the **City of Alpharetta, Georgia**, a municipal corporation of the State of Georgia, by and through the City of Alpharetta Recreation, Parks and Cultural Services Department (“ARPCS”).

I. TERM OF CONTRACT

ARPCS desires to engage the services of Contractor for the purpose of providing concession sales and operation for the Wills Park Pool Concession Stand. This Contract shall be in effect from May 2025 through September 2027.

At the end of such three-year term, this Contract will be automatically extended for an additional one-year term unless either party provides the other party with a minimum of ninety (90) days’ notice of its intent to not renew this Contract for an additional one-year term prior to end of the initial one-year term. Any amendment to this Contract must be in writing and signed by both parties.

In consideration of the mutual agreements contained in this document, the City and Contractor agree as follows:

1. The Contractor will provide concession services at Wills Park Pool Concession Stand during the City’s 2025, 2026, 2027 pool (May-Sept.) season, in accordance with all policies and procedures for operating concessions on City property included in this Contract.
2. Concession items will include snacks, beverages, etc. The selling of alcohol on City premises is in violation of City ordinances. The use of tobacco and tobacco products is prohibited in City parks.
3. The City reserves the right to allow use of the concession stands to other groups to operate concessions for special events.
4. The Contractor agrees to use the facilities in a safe and responsible manner, and in compliance with all applicable federal and state laws and City ordinances, rules and regulations. Only City-approved persons shall be allowed entry into the concession buildings.
5. The Contractor shall not cause or permit damage or injury to the facilities. No alteration, addition, or improvement to the facilities shall be made by the Contractor without prior written consent from the City. Such alterations, additions, or improvements shall become and remain City property.
6. Failure of the City to insist upon strict performance of any term or condition of this agreement shall not be a waiver of any right or remedy the City may have, and shall not be a waiver of any subsequent breach of terms or conditions.
7. The City may enter the facilities at any time during the period of this Contract for inspection or supervision as deemed necessary.

Alpharetta Recreation, Parks and Cultural Services

Contract for Concession Services

8. If the Contractor defaults on any obligation under this agreement or violates any term or condition, the City may terminate the agreement without notice. Action to terminate will occur after evaluation of violation and attempts to remedy the situation with clear expectations set by the City, within a set time period, have failed. Further, notwithstanding any other provision hereof to the contrary, this Contract may be terminated prior to the end of the term by the City for City's convenience upon the provision of not less than fourteen (14) days' written notice to Contractor.
9. It is agreed and understood that the Contractor releases the City, its agents and employees from any and all damage or injury to participants or property arising out of the performance of this agreement and that the Contractor shall relieve the City of all damages, liabilities, expenses and losses incurred by the City as a result of the Association's performance of this agreement.
10. This Contract may be modified only by a written agreement between the City and the Contractor.
11. It is the understanding of the City and the Contractor that nothing contained in this Contract shall be interpreted to assign to the Contractor any status under this Contract other than that of an independent Contractor.
12. Nothing within this Contract shall be construed as a waiver of governmental immunity by the City, its officers or employees.
13. It is agreed between the City and the Contractor that this Contract shall be executed in an original and one copy, which may be used for any purpose for which the original may be used.
14. The City has designated the Recreation Services Manager as its contact person, coordinator, and liaison person with the Contractor in the execution of the terms of this Contract.
15. The Contractor shall have the right to assign the interest it holds in this Contract only with the prior written approval of the City.
16. The facilities shall not be used for any purpose other than those designated within this Contract, without the written consent of the City.
17. The Contractor may not deny participation in any park or program based on race, color, national origin, religion, sex, age, or disability.
18. The Contractor shall comply with food preparation and handling guidelines set forth by the Fulton County Health Department.
19. The Contractor shall comply with the City's Outdoor Grill Policy. Grills must be at least ten (10) feet from buildings and overhangs. Menus and pricing are subject to approval of the City.
20. Contractor must clean the concession stands after each use. The City will schedule a walk-through with the Contractor at the various times to review the condition of the facility. Necessary building maintenance and vandalism should be reported to the City.
21. At the end of each season, the Contractor will provide a written report with concession expenses and revenue to the Recreation Services Manager:
 - a) For each of the three seasons of this Contract, the Contractor shall pay the City an established percentage of gross revenue from concession sales.

Alpharetta Recreation, Parks and Cultural Services

Contract for Concession Services

Terms: 5% of gross income to be paid to the City of Alpharetta

- b) For subsequent seasons, the Contractor shall pay the City an established percentage of gross revenue from the entire concession sales at the end of the season.
Subsequent terms: To be renegotiated upon renewal of contract for 2028-2031.
 - c) Payment may be paid in cash or check. Failure to pay the City within thirty (30) days after the end of the season may result in termination of the Contract. The City has the right to audit the records of the Contractor.
22. ARPCS shall have the right to terminate this Contract upon failure of Contractor to perform its obligations to the satisfaction of ARPCS. Prior to exercising this right of termination, ARPCS shall provide Contractor with a written notice specifying Contractor failure to perform, and providing Contractor with a reasonable opportunity to cure its performance. In the event that Contractor fails to cure its performance, or in the event of subsequent failure to perform, ARPCS shall have the right to immediately terminate the Contract by providing written notice of termination to Contractor. This Contract constitutes the entire agreement between the parties. This Contract shall be governed by and construed under the laws of the state of Georgia.
23. Contractor will annually provide the City a Certificate of Insurance, naming the City as additional insured, with a minimum of \$1,000,000 coverage, stated for concession services provided at Wills Park Pool, 1815 Old Milton Parkway, Alpharetta, GA 30009.

II. COMPLIANCE WITH LAW

Child Abuse Reporting: CONTRACTOR acknowledges and agrees that it understands and shall conform with the requirements of O.C.G.A. § 19-7-5, which provides that persons who work with children are required by law to report suspected child abuse. The mandatory reporting requirements of O.C.G.A. § 19-7-5 apply to "child service organization personnel" which the law defines as follows:

“‘Child service organization personnel’ means persons employed by or volunteering at a business or an organization, whether public, private, for profit, not for profit, or voluntary, that provides care, treatment, education, training, supervision, coaching, counseling, recreational programs, or shelter to children.”

City employees, volunteers, and contracted vendors are required by law to report any suspicion of child abuse to the proper authorities. Failure to do so may result in criminal charges. Contracted vendors must verify in writing that all sub-contractors working for them have been informed of the law and understand their role as pertains to it.

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 shall not enter into a contract for the physical performance of services unless Contractor registers and participates in a federal work authorization program (E-Verify). Contractor shall be required to execute an E-Verify affidavit, the form of which is attached hereto as Exhibit “A,” or other secure identifiable document, which shall become a part of this Contract.

- (a) Requirement to Participate in a Federal Work Authorization Program (E-Verify):

Alpharetta Recreation, Parks and Cultural Services

Contract for Concession Services

i. Pursuant to O.C.G.A. § 13-10-91, Contractor represents, warrants, acknowledges, and/or agrees that:

Contractor has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;

Subcontractors shall not enter into any contract with Contractor 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 shall 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. Contractor, in providing the physical performance of services under this Contract, shall 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 Contractor employs or contracts with a subcontractor in connection with the covered contract, the Contractor shall 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 attached hereto as Exhibit “B,” and will maintain a record of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of the Contractor/subcontractor agreement. Further, it shall be the duty of Contractor 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 Contractor 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 and maintain records of such attestation for inspection by the City at any time. Such sub- subcontractor affidavit shall become a part of the subcontractor /sub- subcontractor agreement. Any subcontractor receiving an affidavit from a sub- subcontractor shall forward notice to Contractor of the receipt, within five (5) business days of receipt, of such affidavit. Further, it shall 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 shall also forward, within five (5) business days of receipt, a copy of such notice to Contractor.

Alpharetta Recreation, Parks and Cultural Services

Contract for Concession Services

iv. In lieu of the affidavit required by this Section, if Contractor, 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 shall instead provide a copy of his or her state issued driver's license or state issued identification card.

- (c) Contractor shall comply with any and 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, shall be open for public inspection in this State at reasonable times during normal business hours.

III. WAIVER, RELEASE AND INDEMNIFICATION

LIABILITY WAIVER AND RELEASE:

Contractor hereby assumes all responsibility for, and risks and hazards of the services it performs for the City of Alpharetta. In consideration of the City of Alpharetta providing permission to Contractor to use City facilities and resources for concession sales and operations, Contractor hereby releases and agrees to indemnify the City of Alpharetta, including all officials, officers, sponsors, organizers, supervisors, volunteers, participants, and all other agents, of any and all claims, demands, rights, losses, expenses, liabilities, and causes of action of whatever kind and nature ("Claims"), including, but not limited to, Claims for bodily and personal injuries and damage to property, arising out of or resulting from Contractor's performance of services for the City of Alpharetta.

IN WITNESS WHEREOF, the parties to these present have executed this Contract in three (3) counterparts, each of which shall be deemed an original.

CONTRACTOR:

By _____
Signature of Contractor Date

Name Brenda Cormier
Wanna Play Baseball, Inc.
Title: President

CITY OF ALPHARETTA:

By _____
Mayor, City of Alpharetta Date

Approved as to form

City Attorney Date
Name _____

Contractor Name Brenda Cormier, Wanna Play Baseball, Inc.

Contractor Address 101 Country Acres Lane
Canton, GA 30115

SS # or Employee ID # EIN # 45-3134092

Contact Information Primary Phone 678-977-0255

Email wpbconcessions@gmail.com

ALPHARETTA RECREATION, PARKS AND CULTURAL SERVICES

CONTRACT FOR CONCESSION SERVICES

ADDENDUM NO. 1

This Addendum supplements that certain **Contract for Concession Services** (“Agreement”) between the **CITY OF ALPHARETTA**, a municipal corporation of the State of Georgia, on behalf of its Recreation, Parks and Cultural Services Department (“ARPCS” or “City”), and **WANNA PLAY BASEBALL, INC.**, a Georgia nonprofit corporation (“Contractor”), of even date herewith, to add the following provisions thereto:

1. Priority of Addendum: This Addendum is attached to and is a part of the Agreement described above. The provisions of this Addendum control over any contrary provisions found in the Agreement. No provision of the Agreement shall operate to override the provisions of this Addendum.
2. Statutory Auto-Termination and Renewal: As required by O.C.G.A. § 36-60-13, the Agreement shall terminate absolutely and without any further obligation on the part of City on the last day of each fiscal year of the initial Term and any renewal Term, and further, the Agreement shall automatically renew on the first day of each subsequent fiscal year within the applicable Term, and extend until the conclusion of the applicable Term, absent City’s provision of written notice of non-renewal to Contractor at least thirty (30) days prior to the end of the then-current fiscal year. Title to any supplies, materials, equipment, or other personal property (if any should transfer) shall remain in Contractor until fully paid for by City. Additionally, the Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the City under the Agreement.
3. Confidentiality: Contractor acknowledges that 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.
4. Governing Law; Venue: 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. 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, and Contractor submits to the jurisdiction and venue of such court.
5. Authority to Contract: The individuals executing the Agreement on behalf of each party covenant and declare that he/she has obtained all necessary approvals of the necessary board

of directors, stockholders, board of commissioners, general partners, limited partners, members or similar authorities to simultaneously execute and bind the party to the terms of this Agreement.

6. 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, 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.
7. Sovereign Immunity; Indemnification: Nothing contained in this Agreement shall be construed to be a waiver of City's sovereign immunity or any individual's qualified, good faith or official immunities. No provision of the Agreement shall be construed to impose a contractual duty of indemnification upon the City and the parties agree that the City is under no obligation to procure any insurance specifically related hereto.
8. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit: Pursuant to O.C.G.A. § 13-10-91, City shall not enter into a contract for the physical performance of services unless CONTRACTOR shall provide evidence on the forms attached hereto as Addendum Exhibits "A" and "B" (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. Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Addendum Exhibit "A", and submitted such affidavit to City. 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 Contractor employs or contracts with any subcontractor(s) to perform services for City, 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 Addendum Exhibit "B", which subcontractor affidavit shall become part of the Contractor/subcontractor agreement. Contractor agrees that the employee-number category designated below is applicable to it:

_____ 500 or more employees
_____ 100 or more employees
 X Fewer than 100 employees

Contractor hereby agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with the Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, Contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor. If Contractor does not employ or contract with any subcontractor(s) to perform services for City, the provisions of this section related to subcontractors shall not apply. 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.

The Parties hereto have executed this Addendum to the Agreement executed contemporaneously herewith on this _____ day of _____, 2025.

CITY:

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

Attest:

By: _____
Lauren Shapiro, City Clerk

(City Seal)

CONTRACTOR:

**WANNA PLAY BASEBALL, INC., a
Georgia Nonprofit Corporation**

By: _____
Brenda Cormier, President

Attest:

By: _____
Brenda Cormier, Corporate Secretary

(Corporate Seal)

Approved as to Form:

By: _____
Molly Esswein, City Attorney

ADDENDUM EXHIBIT "A"

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, Georgia, 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

Date of Authorization

Wanna Play Baseball, Inc.
Name of Contractor

Concession Services Agreement
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 _____, 2025, 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
_____, 2025.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

ADDENDUM EXHIBIT “B”

STATE OF GEORGIA
COUNTY OF FULTON

SUBCONTRACTOR AFFIDAVIT

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 **Wanna Play Baseball, Inc.**, on behalf of the City of Alpharetta, Georgia, 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

Concession Services Agreement
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 _____, 2025 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
_____, 2025.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:



STAFF REPORT

Department: Recreation, Parks & Cultural Services

Submitted By: Christine Young

Meeting Date: May 5, 2025

AGENDA ITEM:

Memorandum of Understanding: Lionheart WORKS

Consideration of approval of the Memorandum of Understanding for Lionheart WORKS continued rental of Crabapple Government Center and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the Memorandum of Understanding for Lionheart WORKS rental of Crabapple Government Center and authorize the Mayor to execute all necessary documents.

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: LIONHEART WORKS
RENTS THE OFFICE WING OF THE CRABAPPLE
GOVERNMENT CENTER FOR \$1,200.00 ANNUALLY.

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:

Lionheart WORKS is a non-profit human service organization founded in 2000, and is a vocational training program that provides adults with real work experiences while teaching basic employment skills. The program has operated out of the Crabapple Government Center since 2020. Staff recommends approval of the renewal.

ALTERNATIVES:

There is one alternative to this recommendation: Deny renewal of rental for Lionheart WORKS at Crabapple Government Center.

ATTACHMENTS:

1. Alpharetta-Lionheart Works Crabapple Government Center MOU



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and effective this 19th, day of May, 2025 (the "Effective Date"), by and between **The Lionheart LifeCenter, Inc., dba Lionheart WORKS**, a Georgia corporation located at **225 Roswell Street, Alpharetta, Georgia 30009** ("**LHW**") and the **City of Alpharetta**, a Georgia municipal corporation, located at **2 Park Plaza, Alpharetta, Georgia 30009** ("**CoA**"). LHW and CoA are sometimes referred to in this MOU individually as a "Party" or collectively as the "Parties."

WHEREAS, CoA provides and conducts a variety of recreation and cultural activities that employ the leisure time of citizens of CoA in a wholesome and constructive manner, and;

WHEREAS, LHW is a non-profit human service organization founded in 2000; and is a vocational training program that provides individuals 18 and older with real work experiences while teaching basic employment skills, and;

WHEREAS, the LHW program is designed to teach independence and communication while matching individual strengths with vocational settings that are selected based on individuals' affinities, abilities, and work readiness, and;

WHEREAS, LHW provides vocational instruction, social thinking, occupational therapeutic consultation and self-advocacy skill building, as related to the work environment, occurring in the training center and at specific work sites, and;

WHEREAS, LHW has been housed at the Lionheart School, 225 Roswell Street, Alpharetta, Georgia, since 2010 to operate their Lionheart WORKS program.

NOW, THEREFORE, for and in consideration of the premises above and the promises below, the Parties mutually covenant and agree as follows:

1. FACILITY USE.

- a) The hours of LHW operation are Monday through Friday, 8:00am to 6:00pm at the Crabapple Government Center ("Center"), owned by CoA and located at 12624 Broadwell Street.
- b) At the Center, CoA shall provide the reception office area and storage within that space, where materials may be secured at the end of each day.
- c) LHW will have use of the Center's office wing kitchen area, conference room, bathrooms, copy room and all offices excluding the last office on the left side at the south end of the hall, to continue to be used as City storage.
- d) The Center's storage room at the south end of the hall on the right may be used; all utility panels must be left clear and accessible.

- e) LHW will be closed on weekends, LHW holidays, and any additional holidays or inclement weather days observed by CoA.
 - f) CoA staff may enter the facility at any time, for purposes of facility inspections, repairs or to access storage room(s).
2. **RENTAL FEE.** The agreed upon rental fee will be \$100 per month, payable to CoA on the first day of the month and all succeeding months.
3. **EXPENSES.**
- a) LHW will provide and pay for their own voice and data connections, including maintenance to such items.
 - b) LHW will be responsible for labor and cost of any renovations. All plans to alter the current state of said rental area must be submitted and approved by CoA prior to renovations.
 - c) CoA agrees to pay for utilities, maintenance, and trash pick-up.
 - d) CoA shall not be financially responsible for LHW operations and equipment (unless owned by CoA) or damages to the property caused by LHW.
4. **MAINTENANCE.** LHW will report any and all maintenance and safety concerns to CoA in a timely manner.
5. **ACCIDENTS/INCIDENTS.** LHW is responsible to immediately notify CoA of any accident or incident that occurs during the program. CoA will complete accident/incident form with assistance and/or input from LHW as deemed appropriate.
6. **LIABILITY.** It is agreed and understood that LHW releases CoA, its agents, and employees from any and all damage or injury to participants or property arising out of performance of this MOU and that LHW shall relieve CoA of all damages, liabilities, expenses and losses incurred by CoA as a result of LHW's performance of this MOU.
7. **TERM AND TERMINATION.** This MOU shall commence on the date of execution and shall remain in effect until June 30, 2026. This MOU may be terminated by either party without cause provided that six (6) months-notice is given. CoA has the option to renew this MOU if both parties agree to the terms of such renewal, or if both parties can negotiate new terms that are acceptable to both parties. This MOU may be immediately terminated by CoA without prior notice if LHW engages in activities and/or conduct unbecoming to CoA.
8. **MISCELLANEOUS.**
- 8.1. It is agreed between CoA and LHW that this MOU shall be executed in an original and one copy, which may be used for any purpose for which the original may be used.
 - 8.2. CoA has designated the Director or his/her designee as its contact person, coordinator, and liaison person with LHW in the execution of the terms of this MOU.

IN WITNESS WHEREOF, the Parties support the goals and objectives of this Memorandum and have hereunto executed this Memorandum of Understanding on the day and year first above written.

THE LIONHEART LIFE CENTER, INC.
DBA LIONHEART WORKS

CITY OF ALPHARETTA, GEORGIA

By: _____
Print Name, Title:

By: _____
Jim Gilvin, Mayor

DATE: _____

DATE: _____

ATTEST:

By: _____
Print Name, Title (Usually Secretary)

APPROVED AS TO CONTENT:

By: _____
Chris Lagerbloom, City Administrator

DATE: _____

APPROVED AS TO FORM:

By: _____
Jennifer McCall, City Attorney



STAFF REPORT

Department: Recreation, Parks & Cultural Services

Submitted By: Christine Young

Meeting Date: May 5, 2025

AGENDA ITEM:

Memorandum of Understanding: Senior Services North Fulton

Consideration of approval of the Memorandum of Understanding for Senior Services North Fulton, Inc. continued rental of Crabapple Government Center and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the Memorandum of Understanding for Senior Services North Fulton, Inc. to continue the rental of Crabapple Government Center and authorize the Mayor to execute all necessary documents.

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: SENIOR SERVICES NORTH FULTON, INC. RENT FOR THE SOCIAL HALL AND KITCHEN AREA OF THE CRABAPPLE GOVERNMENT CENTER IS \$1,200.00 ANNUALLY.

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:

Senior Services North Fulton has rented the Social Hall and the kitchen on the ground floor of the Crabapple Government Center, 12624 Broadwell Road. Senior Services North Fulton has operated with the vision of being an inclusive community where all older adults are revered, cared for, and supported to live meaningful and productive lives.

Since 1997, these services have been delivered at the Crabapple Government Center for the benefit of both Alpharetta and North Fulton older adults.

Staff recommendation is for the Mayor and City Council to approve the Memorandum of Understanding as presented.

ALTERNATIVES:

Deny renewal of the rental for Senior Services North Fulton, Inc. at Crabapple Government Center.

ATTACHMENTS:

1. Senior Services MOU



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and effective this 19th, day of May, 2025 (the "Effective Date"), by and between **Senior Services North Fulton, Inc.**, a domestic nonprofit corporation located at **11381 Southbridge Parkway, Alpharetta, Georgia 30022** ("SSNF") and the **City of Alpharetta**, a Georgia municipal corporation, located at **2 Park Plaza, Alpharetta, Georgia 30009** ("City"), acting by and through its authorized officials signing below.

WITNESSETH:

WHEREAS, City provides and conducts a variety of recreation and cultural activities that employ the leisure time of the citizens of the City in a wholesome and constructive manner; and

WHEREAS, SSNF is a non-profit human services organization founded in 1991; and serves seniors and their families through the growth and creation of new programs and services; and

WHEREAS, SSNF provides Meals on Wheels programs and transportation to doctors for seniors 60 and older; and

WHEREAS, SSNF has rented the Social Hall and the Kitchen on the ground floor of the Crabapple Government Center, 12624 Broadwell Road, Alpharetta, Georgia, since 1997 to operate their senior service program for the North Fulton community.

NOW, THEREFORE, in consideration of the premises above and the promises below, the parties mutually covenant and agree as follows:

1. City shall provide an office for the SSNF Center Manager and a locked storage area where SSNF materials may be secured at the end of each day.
2. The hours of SSNF operation are Monday through Friday, 8:00am to 4:30pm.
3. SSNF will be closed on weekends, SSNF holidays, and any additional holidays or inclement weather days observed by the City.
4. SSNF will use the kitchen daily to heat congregate meals and also to heat and pack home-delivered meals for pick-up by SSNF volunteers. Prepared meals will be delivered daily from Central Food Management.
5. SSNF will provide and pay for their own voice and data connections, including maintenance to such systems.



MEMORANDUM OF UNDERSTANDING

6. The City agrees to pay for utilities, maintenance, and trash pick-up.
7. SSNF will report any and all maintenance and safety concerns to City staff in a timely manner.
8. SSNF will provide its own tables, chairs, kitchen equipment, etc. SSNF will be responsible for replacing these items as needed.
9. The City reserves the right to use the Social Hall and Kitchen for its programs when the facilities are not in use by SSNF.
10. The agreed upon rental fee will be \$100 per month payable to the City on the first day of the month and all succeeding months.
11. City shall not be financially responsible for SSNF operations and equipment (unless owned by City).
12. Requests from SSNF for the City to purchase equipment and/or pay for upgrades to the Social Hall and/or Kitchen shall be directed to the Director of Recreation, Parks, and Cultural Services in January during the City budget process, and shall be subject to review and approval by the City Budget Review Committee
13. SSNF is responsible to immediately notify City staff of any accident or incident that occurs during a program. City staff will complete accident/incident form with assistance and/or input from SSNF as deemed appropriate.
14. It is agreed and understood that SSNF releases the City, its agents and employees from any and all damage or injury to participants or property arising out of performance of this MOU and that SSNF shall relieve the City of all damages, liabilities, expenses and losses incurred by the City as a result of SSNF's performance of this MOU.
15. The term of this MOU shall be July 1, 2025 through June 30, 2026.
16. This MOU may be terminated by either party without cause provided that ninety (90) days written notice is given. The City has the option to renew this MOU if both parties agree to the terms of such renewal, or if both parties can negotiate new terms that are acceptable to both parties.
17. This MOU may be immediately terminated by the City without prior notice if SSNF engages in activities and/or conduct unbecoming to the City.
18. It is agreed between City and SSNF that this MOU shall be executed in an original and one copy, which may be used for any purpose for which the original maybe used.
19. City has designated the Deputy Director or his/her designee as its contact person,



MEMORANDUM OF UNDERSTANDING

coordinator, and liaison person with SSNF in the execution of the terms of this MOU.

IN WITNESS WHEREOF, the person(s) executing this contract represents that they are the owner, or an officer or director of their entity, and that they have the lawful authority to make and enter into this MOU on behalf of their respective entity. The parties have hereunto set their hands the day and year first above written.

(signatures to follow)



MEMORANDUM OF UNDERSTANDING

SENIOR SERVICES NORTH FULTON,
INC.

CITY OF ALPHARETTA, GEORGIA

By:

Cathy Pope, Executive Director

By:

Jim Gilvin, Mayor

DATE:

DATE:

ATTEST:

APPROVED AS TO SUBSTANCE:

By:

Jill Baker, Finance Manager

By:

Chris Lagerbloom, City Administrator

DATE:

APPROVED AS TO FORM:

By:

Jennifer McCall, City Attorney