



City Council Meeting AUGUST 21, 2017

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

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE TO THE FLAG
- IV. PROCLAMATIONS AND PRESENTATIONS

- A. Proclamation - Chess for a Cause

- V. CONSENT AGENDA

- A. Council Meeting Minutes (Meeting of 08/07/2017)

- B. Alcoholic Beverage License Applications

- PH-17-AB-18 Consumption on Premises
Liquor, Beer & Wine -- Sunday Sales

- Knezevich Ventures II, LLC
d/b/a Carmines
4055 Old Milton Parkway #14
Alpharetta, GA. 30005

- Owner: Peter Knezevich
Registered Agent: Peter Knezevich

- VI. PUBLIC HEARING

- A. CLUP-15-01/MP-15-01/Z-15-01/V-15-01 KB400 Master Plan/1699 Land CO. LLC

- Consideration of a request to rezone approximately 12.4 acres from O-I (Office-Institutional) to R-8A/D (Dwelling, 'For-Sale', Attached/Detached Residential) in order to develop 62 'For-Sale' detached homes in a gated community. A master plan amendment to the KB400 Master Plan Pod A is requested to add 'Dwelling, 'For-Sale' Detached' to the list of permitted uses. A Comprehensive Land Use Plan amendment is requested to change the designation of the property from 'Corporate Office' to 'High Density Residential'. Variances are requested to reduce the minimum lot width and setbacks. The property is located at the southwest corner of Kimball Bridge Road and North Point Parkway and is legally described as being located in Land Lots 807, 808, 849 & 850, 1st District, 2nd Section, Fulton County, Georgia.

- B. PH-17-24 Lowe Lane Private Streets and Gated Community (Council Only)

- Consideration of a request to allow private streets within a gated community. The property is legally described as being located in Land Lots 522 and 523, 1st District, 2nd Section, Fulton County, Georgia.

- C. PH-17-25 Lowe Lane Road Abandonment (Council Only)

- Consideration of a request to abandon the Lowe Lane right-of-way. The property is legally described as being located in Land Lots 522 and 523, 1st District, 2nd Section, Fulton County, Georgia.

VII. OLD BUSINESS

- A. PH-17-13 Design Review Board Ordinance and Design Guidelines Amendments (Second Reading)**

This item has been deferred by Staff. It will not be considered at this meeting.

Consideration of amendments to the Design Review Board Ordinance and Design Guidelines with regard to sign regulations.

- B. Ordinance: Calling The City Of Alpharetta General Election (2nd reading)**

AN ORDINANCE TO REGULATE AND PROVIDE FOR THE CALLING OF THE CITY OF ALPHARETTA GENERAL CITY ELECTION; TO PROVIDE FOR PUBLICATION AND NOTICE OF THE ELECTION; TO ESTABLISH A CANDIDATE QUALIFICATION PERIOD; TO REAFFIRM CANDIDATE QUALIFICATION FEES; TO ESTABLISH A VOTER REGISTRATION CUT-OFF DATE; AND FOR OTHER PURPOSES

VIII. NEW BUSINESS

- A. North Point LCI Update Award Contract - Kimley-Horn**

- B. Public Safety Expansion and E-911 Renovation**

- C. RFP 18-102 Webb Bridge Park Artificial Turf Replacement Project**

- D. Cadastral Conversion Services (GIS Parcel Corrections)**

- E. Cooperative Agreement With Fulton County: Community Development Block Grant**

- F. Resolutions to Authorize Eminent Domain to Acquire Certain Property for Road Project – Rucker Road Corridor Improvements Project**

IX. PUBLIC COMMENT

X. REPORTS

XI. ADJOURNMENT TO EXECUTIVE SESSION



City Council Meeting STAFF REPORT

Submitting Department: City Clerk

Submitted By:

Meeting Date: August 21, 2017

I. AGENDA ITEM TITLE: COUNCIL MEETING MINUTES (MEETING OF 08/07/2017)

II. RECOMMENDATION:

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:

8-7-2017 draft minutes



CITY COUNCIL MEETING SUMMARY MEETING OF AUGUST 7, 2017

PUBLISHED: WEDNESDAY, AUGUST 9, 2017

PUBLISHED BY: COTY THIGPEN

OFFICE OF THE CITY CLERK

WWW.ALPHARETTA.GA.US

*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. Public comments are noted as heard by Council, but not quoted or paraphrased. This document includes limited presentation by Council and invited speakers in **summary** form. **This is not an official record** of the Alpharetta City Council Meeting proceedings. Official Minutes are recorded and available for review.*

I. CALL TO ORDER

- ❖ **Mayor Belle Isle called the meeting to order at 6:32 p.m.**

II. ROLL CALL

- Council Members
 - Mayor David Belle Isle
 - Chris Owens (Mayor Pro Tem)
 - Jason Binder
 - Jim Gilvin
 - Mike Kennedy
 - Dan Merkel (absent)
 - Donald Mitchell
- Staff
 - Bob Regus, City Administrator
 - Coty Thigpen, City Clerk
 - Sam Thomas, City Attorney
 - James Drinkard, Asst. City Administrator
 - John Robison, Director of Public Safety
 - Pete Sewczwicz, Director of Public Works
 - Morgan Rodgers, Director of Recreation, Parks, and Cultural Affairs
 - Tom Harris, Director of Finance

III. PLEDGE TO THE FLAG

IV. CONSENT AGENDA

A. Council Meeting Minutes (Meeting of 07/24/2017)

- **Council Member Gilvin requested to remove this item from the Consent Agenda**

- *Item will be considered under 'New Business'*

B. Alcoholic Beverage License Applications

A. PH-17-AB-16 North Point Augusta, LLC
d/b/a Hampton Inn & Suites
16785 Old Morris Road
Alpharetta, GA. 30004

Consumption on Premises
Specialty Gift Shop Permit
Beer & Wine -- Sunday Sales

Owner: Sachit J. Patel
Registered Agent: William E. Stelling

B. PH-17-AB-17 GT Hospitality, LLC
d/b/a Affairs
4120 Old Milton Parkway
Alpharetta, GA. 30005

Consumption on Premises
Liquor, Beer & Wine, Sunday Sales

Owner: Chittranjan Thakkar
Registered Agent: Chittranjan Thakkar

C. Financial Management Report: Month Ending June 30, 2017

- ❖ *Council Member Owens offered a motion to approve the Consent Agenda*
 - *The motion received a second from Council Member Kennedy*
 - *Mayor Belle Isle offered a motion to reconsider*
 - *The motion received a second from Council Member Gilvin*
 - *The motion was approved 7-0*
(The July 24, 2017 minutes were pulled from the Consent Agenda)
- ❖ *Council Member Owens offered a motion to approve the Consent Agenda*
 - *The motion received a second from Council Member Mitchell*
 - *The motion was approved 7-0*

V. OLD BUSINESS

- A. PH-17-13 Design Review Board Ordinance and Design Guidelines Amendments (Second Reading)**
NOTE: This item has been deferred by Staff and will be neither heard nor considered during this meeting.

B. Discussion And Consideration Of Alpharetta Arts Center

- Director of Recreation, Parks and Cultural Affairs, Morgan Rodgers, introduced consultant to provide a brief overview of project options at different price thresholds (3.35M, 3.0M and 2.0M)
- On February 23, 2017, the City issued a Request for Qualifications for the project with a due date of March 23, 2017. Eleven vendors responded and were evaluated by the evaluation team comprised of

members of the Recreation and Parks and Public Works Departments. Three of the eleven vendors were shortlisted to move to the next step in the procurement process.

- The evaluation team unanimously scored Macallan Construction as the most qualified vendor for the project including being the low-cost submission.
- The evaluation team is confident Macallan Construction has the experience and qualifications to meet the City's expectations to complete the project within the specified timeframe and recommends awarding the construction contract for this project to Macallan Construction. Upon approval of the contract to Macallan Construction, City staff will finalize the terms and conditions of the contract and issue a Notice to Proceed as soon as is feasible to do so.

Design Services

- On July 11, 2016 the City Council awarded Houser Walker Architecture the contract for the design of the Alpharetta Arts Center Project. The original scope from Houser Walker excluded Audio/Visual and IT components as they would be formulated later in the process and change-orders for said work included at that time. Accordingly, change orders #1 (Audio/Visual) and #2 (IT) were processed in November 2016 and February 2017 respectively. Change order #3 is associated with designing additional IT components including horizontal and vertical rising low voltage cabling, telecommunication room layout, raceways, outlets and documentation of network/telecom standards.

Public Comment

- Sandy Barth, 205 Mayfield Circle, Alpharetta, GA, came forward to speak on this item
- Wendi Schutt, 125 Brighton Circle, Alpharetta, GA, came forward to speak on this item

❖ *Council Member Binder offered a motion to award RFP #17-112 for construction of the new Alpharetta Arts Center to Macallan Construction and Change Order #3 to Houser Walker Architecture for additional Arts Center IT design work and authorize the Mayor to execute all necessary documents.*

- *The motion received a second from Council Member Mitchell*
- *Council Member Owens offered a friendly amendment to authorize a total cost of \$3,350,099.00 to include construction, design and other miscellaneous cost at the discretion of the Director of Finance and City Attorney*
- *Amendment was accepted by Binder and Mitchell*
- *The motion was approved 6-1; Mayor Belle Isle voting no*

VI. NEW BUSINESS

A. July 24, 2017 Council Meeting Minutes

❖ *Council Member Kennedy offered a motion to approve the July 24, 2017 minutes*

- *The motion received a second from Council Member Owens*
- *The motion was approved 7-0*

B. Rucker Road Corridor Improvements, ITB 17-011

- Director of Public Works, Pete Sewczwicz, came forward to present this item on behalf of staff
- Staff recommends that Council award ITB 17-011 to C. W. Matthews Contracting Co, Inc. for the construction of the Rucker Road Corridor Improvements in the amount of \$15,030,195.75; approve Atkins North America, Inc.'s proposal for construction project management, inspection, and engineering in the amount of \$772,539.87; approve the Memorandum of Understanding with Fulton County for the construction of water main improvements within the project limits; and, authorize the Mayor to execute all necessary documents.
- The award of this Invitation to Bid is for the construction of the Rucker Road Corridor Improvements. The project extends the full length of Rucker Road, from Wills Road west to the City Limits. Highlights of the project scope include:

- Installation of 8' wide concrete sidewalks with pedestrian lighting along both sides of Rucker Road
 - Installation of 6' planting areas separating the sidewalk from roadway curb
 - Installation of 4' bike lanes along both sides of Rucker Road from Wills Road to Charlotte Drive
 - Reconstruction of Dennis Drive to align with Fairfax Drive
 - Installation of a roundabout at the intersection of Rucker Road and Charlotte Drive
 - Installation of a roundabout at the intersection of Rucker Road, Fairfax Drive, and the realigned Dennis Drive
 - Replacement of the bridges over Foe Killer Creek (between Harris Road and Charlotte Drive) and Hughes Creek Branch (between Crabapple Chase Drive/Welford Trace and Ferncreek Drive)
- In order to replace the bridges, Rucker Road will be closed to through traffic from Monday, May 28, 2018 to Friday August 3, 2018.
 - During the utility coordination process, Fulton County Public Works identified a need to upgrade the existing waterline system within the project limits. The County provided the design which was incorporated into the design and bid documents. Additionally, a Memorandum of Understanding has been prepared for the construction of the watermain improvements which provides for full reimbursement to the City by Fulton County for said work.
 - The Department of Public Works prepared a Request for Qualifications and advertised for Statements of Qualifications (SOQ) in April and May 2017. On May 18, 2017, the City received SOQs from a total of five firms: Baldwin Paving Company, Inc. (Baldwin), C. W. Matthews Contracting Co., Inc. (C.W. Matthews), Chattahoochee Group, Tople Construction & Engineering, Inc., and Vertical Earth, Inc. Staff from Public Works and Atkins North America, Inc. (Atkins) independently reviewed and scored the qualifications of the five firms. The reviewers then met on May 24, 2017 along with representatives of the Finance Department to review their scoring and establish a shortlist of those firms who would be invited to participate in the next phase of procurement. Based on the scoring, it was decided that Baldwin and C.W. Matthews were the most qualified firms for the project.

On May 26, 2017 the shortlisted firms were then issued an Invitation to Bid. A pre-bid meeting was conducted on June 13, 2017 providing the bidders an opportunity to ask any questions they had regarding the project and providing the City an opportunity to review the project scope and expectations. On June 29, 2017 bids were received from Baldwin and C.W. Matthews as follows:

• C. W. Matthews Contracting Co., Inc.	\$15,030,195.75
• Baldwin Paving Company, Inc.	\$17,669,133.13

- C.W. Matthews' bid amount is comprised of \$13,247,845.75 for the City Portion of the project and \$1,782,350.00 for the Fulton County Water Line work. Baldwin's bid amount is comprised of \$15,754,541.39 for the City Portion of the project and \$1,914,591.74 for the Fulton County Water Line work.
- C.W. Matthews is an experienced contractor and has completed numerous projects with similar scopes of work and settings throughout Georgia. C.W. Matthews has previously been awarded multiple roadway projects within the City of Alpharetta including the Kimball Bridge Road at Waters Road Intersection Improvements, Douglas Road Roundabout and Bridge Replacement, Haynes Bridge Road Realignment, and Encore Parkway Streetscapes & Big Creek Greenway Extension. On these projects, C.W. Matthews consistently demonstrated an exceptional level of communication, performance, professionalism, and workmanship.
- On July 12, 2017, City Staff and representatives of Atkins met with C.W. Matthews personnel again to review the project scope, the submitted pricing, their approach to completing the project, and the City's expectations. C.W. Matthews intends to begin the project by performing the necessary clearing work so that utility relocations can begin as soon as possible. Their focus will then move to preparing the areas immediately adjacent to the bridge replacements to ensure the new structures and roadway reconstruction can be completed during the allotted road closure time frame. To help lessen the projects impact on traffic, C.W. Matthews also intends to perform the full depth reclamation (soil cementing) of the existing pavement which is to remain during the road closure. Finally, C.W. Matthews assured Staff that they could complete the project for the submitted amount and by the stated completion date. Thus, Staff recommends award of ITB 17-011 Rucker Road Corridor Improvements to C. W. Matthews Contracting Co., Inc.
- Once a contract with C. W. Matthews has been finalized and executed, construction can begin immediately. The project is to be completed by August 2, 2019.

- On November 14, 2016, Atkins North America, Inc. was awarded a contract for providing the City with assistance on larger scale bond and TSPLOST projects in the form of project management, right-of-way acquisitions, construction management, and construction inspection services. At Staff's direction, Atkins has prepared a proposal for providing construction project management, inspection, and engineering services for the Rucker Road project. Their scope includes:
 - Providing an experienced project manager to provide oversight and coordinate activities of Atkins, City Staff, and C.W. Matthews;
 - Providing experienced inspectors to monitor and document the day to day construction activities; and,
 - Assigning a dedicated engineer to maintain document control, assist in shop drawing and submittal review, and assist with site or design challenges.

Public Comment

None

❖ *Council Member Owens offered a motion to award ITB 17-011 to C. W. Matthews Contracting Co, Inc. for the construction of the Rucker Road Corridor Improvements; also approve Atkins North America, Inc.'s proposal for construction project management, inspection, and engineering and approve the Memorandum of Understanding with Fulton County for the construction of water main improvements within the project limits; for a total project cost of approximately \$15,800,000 which includes the City scope of \$15,200,000, Fulton County Water line project cost of \$1,800,000 and project management services of \$773,000 and to authorize the Mayor to execute all necessary documents.*

- The motion received a second from Council Member Gilvin*
- The motion was approved 7-0*

C. Resolution Authorizing Fulton County Board Of Registration And Elections To Conduct The City Of Alpharetta's November 7, 2017 General Election

- City Clerk, Coty Thigpen, came forward to present this item
- At the July 24, 2017, Council voted to approve an Intergovernmental Agreement between the City of Alpharetta and Fulton County Board of Registration for the November 7, 2017 Municipal General Election. The attached Resolution is required by the County, in conjunction with the executed IGA, to formalize the City's intent to have Fulton County conduct our 2017 Municipal Election.
- City Attorney, Sam Thomas, read the Resolution aloud

Public Comment

None

❖ *Council Member Binder offered a motion to approve the Resolution*

- The motion received a second from Council Member Gilvin*
- The motion was approved 7-0*

D. Ordinance: Calling The City Of Alpharetta General Election (1st reading)

AN ORDINANCE TO REGULATE AND PROVIDE FOR THE CALLING OF THE CITY OF ALPHARETTA GENERAL CITY ELECTION; TO PROVIDE FOR PUBLICATION AND NOTICE OF THE ELECTION; TO ESTABLISH A CANDIDATE QUALIFICATION PERIOD; TO REAFFIRM CANDIDATE QUALIFICATION FEES; TO ESTABLISH A VOTER REGISTRATION CUT-OFF DATE; AND FOR OTHER PURPOSES

- City Clerk, Coty Thigpen, came forward to present this item

- The Georgia Election Code requires that when a municipality authorizes their County to conduct their Election, the municipality shall by Ordinance, authorize such an action. This Ordinance serves to meet that statute requirement and in addition provides the following:

- 1) Calls the Alpharetta General Election
- 2) Provides Publication and Notice of the Alpharetta General Election
- 3) Provides notification of the candidate qualification period and reaffirms the associated fees
- 4) Provides notice of voter registration deadline for the Alpharetta General Election

- City Attorney, Sam Thomas, read the Ordinance aloud constituting a 1st reading

Public Comment

None

❖ *Council Member Binder offered a motion to approve the Ordinance*

- *The motion received a second from Council Member Gilvin*
- *The motion was approved 7-0*

E. Amendment to the Noise Ordinance (1st reading)

An ordinance to amend ARTICLE II. - NOISE, Section 13-21. - sound level limitations, of the Code of the City of Alpharetta, Georgia so as to modify permissible SOUND LEVELS IN MIXED USE DISTRICTS; To provide an effective date; to repeal conflicting ordinances and resolutions; and for other purposes

- City Attorney, Sam Thomas, provide a brief overview of the Ordinance and read the title into the record

Public Comment

- Cheri Morris, 4940 Long Island Dr, Atlanta, GA, of MMS Partners, came forward to speak on this item

❖ *Council Member Kennedy offered a motion to approve the Ordinance*

- *The motion received a second from Council Member Owens*
- *The motion was approved 7-0*

F. Resolutions to Authorize the Use of Eminent Domain to Acquire Certain Property for Road Project – SR 400 at Woodward Parkway (P.I. No. 0010768)

- City Attorney, Sam Thomas, provided a brief overview of this item and explained that the City is still hopeful to negotiate these outside of Court

Public Comment

None

❖ *Council Member Kennedy offered a motion to approve the Resolutions*

- *The motion received a second from Council Member Merkel*
- *The motion was approved 7-0*

C. Relocation Of Overhead Utility Lines: AT&T / Academy Street

- City Administrator, Bob Regus, came forward to provide a brief overview of this item
- Cheri Morris, of MMS, came forward to speak on this item on behalf of the City Center private developer

Public Comment

None

❖ *Council Member Owens offered a motion to authorize AT&T and Comcast to relocate their facilities along Academy Street from Park Plaza to Highway 9 and reimburse AT&T for those costs in an amount not to exceed \$225,000, with the funds being reimbursed over a 4 year period will equal payments pursuant to the terms in an MOU to be negotiated with AT&T by the City Attorney and City Finance Director and further move that the City pay Comcast an amount not to exceed \$10,000 to relocate their facilities underground in the same location.*

- *The motion received a second from Council Member Kennedy*
- *The motion was approved 7-0*

VII. WORKSHOP

A. Waters Road Traffic Calming And Operations

- Director of Public Works, Pete Sewczwicz, came forward to present this item on behalf of staff
- Presentation included an overview of potential traffic calming and operational modifications to slow traffic, enhance safety, and improve ingress / egress to residential neighborhoods along Waters Road from a point just south of Kimball Bridge Road to the Alpharetta City Limits.
- Staff seeks comments from City Council and authorization to begin the public outreach process.

VIII. PUBLIC COMMENT

None

IX. REPORTS

- Council Member Gilvin thanked Recreation and Parks staff for a successful Old Soldier's Day Parade

X. ADJOURNMENT TO EXECUTIVE SESSION

❖ *Council Member Binder offered a motion to adjourn to Executive Session*

- *The motion received a second from Council Member Mitchell*
- *The motion was approved 7-0*

Respectfully submitted,



Coty Thigpen



City Council Meeting STAFF REPORT

Submitting Department: Administration

Submitted By:

Meeting Date: August 21, 2017

I. AGENDA ITEM TITLE: ALCOHOLIC BEVERAGE LICENSE APPLICATIONS

PH-17-AB-18 CONSUMPTION ON PREMISES
LIQUOR, BEER & WINE -- SUNDAY SALES

KNEZEVICH VENTURES II, LLC
D/B/A CARMINES
4055 OLD MILTON PARKWAY #14
ALPHARETTA, GA. 30005

OWNER: PETER KNEZEVICH
REGISTERED AGENT: PETER KNEZEVICH

II. RECOMMENDATION:

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:

Alcohol license PH Minutes



**CITY OF ALPHARETTA
PUBLIC HEARING
LIQUOR LICENSE**

DATE: August 17, 2017
TIME: 3:00 P.M.
LOCATION: City Hall, Council Chambers

Official Minutes

The public is advised the following minutes are not a verbatim transcription of business presented at the Public Hearing of the date shown, but are a synopsis of pertinent information. The public is further advised the tapes recorded at said meeting are a matter of public record and are available to be heard at the City of Alpharetta Clerk's office during normal business hours.

I. CALL TO ORDER: Sam Thomas, City Attorney, called the meeting to order at 3:06 pm

II. LICENSE APPLICATIONS:

A. PH-17-AB-18 Knezevich Ventures II, LLC
d/b/a Carmines
4055 Old Milton Parkway #14
Alpharetta, GA. 30005

**Consumption on Premises
Liquor, Beer & Wine – Sunday Sales**

**Owner: Peter Knezevich
Registered Agent: Peter Knezevich**

Mr. Thomas asked the owner of Carmine's to come forward and state his name, address and tell something about the business. Mr. Thomas asked if it's a new restaurant. Mr. Thomas also asked the owner if he is familiar with the alcohol ordinances in place. Mr. Thomas then asked Mrs. Thigpen, City Clerk, if she had any questions for the representative. Mrs. Thigpen stated she had no questions and wanted to state for the record that the applicant checked "limited package sales" on his application but after discussing this with him he realized that is not what he intended to do.

Mr. Peter Knezevich, owner of Carmine's, 3835 Redcoat Way, Alpharetta, GA., came forward to explain that this is a new ownership to an existing restaurant. He stated he is very familiar with the alcohol ordinance for the city of Alpharetta and has been in the restaurant business for 7 years. He is a franchisee of Jersey Mike's. He said he hasn't hired any bartenders yet but all of his workers will be required to obtain a pouring permit and they will have a training program in place as well as carding every customer.

Public Comment: None

Mr. Thomas stated that, after reviewing the application and doing the background investigation, he found no reason why the application should not be approved; and it would be placed on the consent agenda for Monday, August 21 at 6:30pm. He asked that a representative be present in case someone on the council may want to ask a question of the applicant. There were no further questions so Mr. Thomas adjourned the meeting.

III. ADJOURNMENT: There being no further business, Mr. Thomas adjourned the hearing at 3:11 pm.

Respectfully Submitted,

Erin Lampert, Assistant City Clerk



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT

SUBMITTED BY: KATHI COOK

DRAFTED BY: MICHAEL WOODMAN

I. AGENDA ITEM TITLE: MP-15-01/CLUP-15-01/Z-15-01/V-15-01 KB400 MASTER PLAN/1699 LAND COMPANY LLC

CITY COUNCIL: AUGUST 21, 2017

This item was heard at the April 12, 2017 Planning Commission meeting. Several citizens spoke in opposition to the request stating concerns over traffic, residential high density, safety issues at the proposed driveways and the need for a connection to Rock Mill Road. After discussion, the Planning Commission recommended to deny this item. Vote (6-1)

The applicant requested a deferral of the item to the August 21st City Council meeting.

UPDATE: The applicant has reached an agreement, subject to rezoning, with Fulton County Schools to acquire an unused portion of the New Prospect Elementary School property for the purpose of constructing a roadway connection from the applicant's property to Rock Mill Road. The applicant submitted a new site plan depicting vehicular access through the School site to Rock Mill Road. The new site plan reflects an increase of one (1) lot, for a total of 62 single-family detached lots at a density of 4.98 dwelling units per acre. The project access previously depicted on Kimball Bridge Road has been removed and replaced with a pedestrian only access to the sidewalk along Kimball Bridge Road. In addition, Fulton County Schools has requested pedestrian access be provided from the proposed development to New Prospect Elementary School. Therefore, if approved, staff recommends a condition for an enhanced sidewalk along Kimball Bridge Road from the applicant's property to New Prospect Elementary School.

II. RECOMMENDATION:

Deny MP-15-01/CLUP-15-01/Z-15-01/V-15-01 KB400 Master Plan/1699 Land Company LLC request for master plan amendment, comprehensive land use plan amendment, rezoning and variance.

If approval is considered, staff recommends the following conditions:

1. The property to be rezoned shall have an "R-8A/D" zoning classification with a detached minimum lot size of 4,500 square feet and minimum lot widths as depicted on the zoning plan.
2. The Land Use classification shall be "High Density Residential".
3. Property shall be developed substantially as depicted on the zoning plan prepared by Kimley-Horn & Associates, dated 8/9/2017, except for modifications required to comply with these conditions. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning. Current flood plain information shall be required for LDP and may impact lot yield.
4. 'Dwelling, 'For-Sale' Detached' shall be listed as a permitted use in the KB400 Master Plan Pod A, with a maximum density of 4.98 dwelling units per acre.
5. All units shall be side or rear-loaded, except that lots without an alley may be front-loaded.
6. The minimum building setbacks shall be:
 - North Point Parkway and Kimball Bridge Road – 30'
 - Side & Rear (Boundary) – 15'
 - Front (Internal) – 10'
 - Side (Internal) – 0' (10' between buildings)
 - Rear (Internal) – 10'
7. Driveways shall provide a minimum 18' between garage and back of sidewalk.
8. Residential structures shall be similar to photographic examples presented by the applicant, except as required to comply with these conditions with final approval by Staff. Residential structures shall have a minimum 50% brick or stone and same level of architectural detail and materials on all 4 sides. Additional architectural elements, such as decorative windows, mullions, recessed windows, shutters with shutter dogs, off sets, entry features, porches, and dormers shall be required as approved by Staff.
9. A minimum 10,000 square foot civic space at the corner of North Point Parkway and Kimball Bridge Road shall be developed as generally depicted on the zoning plan prepared by Kimley-Horn & Associates, dated 8/9/2017 and including landscaping, focal feature with sculpture and/or water feature, benches or seat wall and brick paver hardscape as approved by Staff.
10. Privacy fences and unfinished wood decks shall not be visible from North Point Pkwy and Kimball Bridge Rd.
11. A minimum 15' undisturbed or replanted buffer shall be provided along the southern property line. The applicant shall save specimen trees and significant tree groupings within the buffer, as approved by Staff. Building setbacks may be included within the buffer.
12. A minimum 2.65 acres of open space shall be developed substantially similar to the zoning plan prepared by Kimley-Horn & Associates, dated 8/9/2017. Open space shall include both amenity and civic space and may include a dog walk, trail system, recreation field, and/or passive green space. Developer shall construct a private amenity trail through the stream buffer.
13. Development shall be gated and internal streets shall be private and maintained by the HOA. Pedestrian access shall be unrestricted.
14. All homes shall have connectivity to the sidewalk system.
15. Minimum 5' sidewalks shall be required on both sides of internal streets, including minimum 4' planting strips between the street and sidewalk with street trees, pedestrian lighting, on-street parking and bulb-outs as approved by Staff.
16. A minimum 20' heavily planted landscape strip shall be required along North Point Parkway and Kimball Bridge Road and shall include decorative walls and/or berms similar to Glen Abbey, as approved by Staff. There shall be no utilities or easements within the required landscape strip. Project entry signage shall be brick or stone and decorative landscaping shall be required at project entrances similar to Glen Abbey as approved by Staff.
17. Pedestrian amenities including pathways, lighting, and benches should be included throughout the development and amenity areas.
18. Decorative paver aprons shall be required at the project driveway as approved by Staff.

19. Intersection at North Point Parkway and project access design shall be based on traffic impact analysis approved by Staff.
20. Required frontage improvements along Kimball Bridge Road and North Point Parkway shall include elements of the proposed City improvements. Impact fee credits shall be available for work beyond the site boundaries.
21. Developer shall improve North Point Parkway and Kimball Bridge Road frontage with 6' planting strips and 8' sidewalks, or enhanced as feasible as approved by Staff. Streetscape landscaping shall be planted in the 6' planting strip, as approved by Staff.
22. Developer shall construct depicted Rock Mill Road access driveway, to City roadway standards, over the property obtained by the City from Fulton County Schools. All costs of construction and any contribution to Fulton County Schools shall be the responsibility of the developer.
23. Site shall have vehicular access from North Point Pkwy and Rock Mill Rd and pedestrian access to Kimball Bridge Rd, as depicted on the zoning plan prepared by Kimley-Horn & Associates, dated 8/9/2017. Pedestrian connection to Kimball Bridge Rd shall be located within open space maintained by the HOA. Area shall be a min. 20' wide with an 8' concrete sidewalk and landscaping, as approved by Staff.
24. Developer shall dedicate a 20' permanent public access easement within the stream buffer for future improvement of a trail by the City, as approved by Staff.
25. Remove exotic and invasive trees and shrubs within stream buffer, as approved by Staff. Replant the stream buffer, where sparse, to buffer standards with native trees, shrubs and groundcover. Plantings shall be 80% evergreen and 20% deciduous. Recompense tree planting may be used towards the stream buffer replanting.
26. The following specimen trees shall be saved: 30" Elm (#202), 26" Red Maple (#635), 40" Elm (#637) and 36" Red Maple (#769).
27. Site plan modifications may be required in order to incorporate Trees of Quality and Tree Groupings. Modifications to the site plan may include reconfiguration, construction of walls, limited grading or use of innovative techniques to conserve trees and adequate soil area as approved by Staff.
28. Off-site tree encroachment shall be limited to no more than 20% on the CRZ and shall require notification/approval by property owner, as approved by Staff.
29. No more than 10% of the residential units shall be permitted to be rented, as recorded in the HOA's declarations and covenants.
30. Overhead utilities shall be placed underground.
31. If a building permit is not issued by August 21, 2018, KB400 Master Plan Pod A shall revert to original approval.

III. REPORT IN BRIEF:

The applicant, 1699 Land Company LLC, is requesting an amendment to KB400 Master Plan Pod A to add 'Dwelling, 'For-Sale' Detached' to the list of permitted uses in order to allow for the construction of 62 'For-Sale' single-family detached lots on 12.46 acres in a gated community. The applicant also requests a rezoning of the property from O-I (Office-Institutional) to R-8A/D (Dwelling, 'For-Sale', Attached/Detached Residential), as well as a change to the Comprehensive Land Use Plan designation from 'Corporate Office' to 'High Density Residential'. Variances are requested to reduce the minimum lot width and front, side and rear setbacks in the R-8A/D zoning district.

DISCUSSION

The submitted request, if approved, will allow 62 'For-Sale' single-family detached lots on 12.46 acres, with a density of 4.98 dwelling units per acre. The property is subject to the KB400 Master Plan Pod A and the west side of the property is located within the North Point Activity Center LCI. The undeveloped property is heavily wooded and includes a stream on the southwest side of the property. The subject property is located at the southwest corner of North Point Parkway and Kimball Bridge Road.

The property and surrounding properties are zoned O-I, except that the property to the south is zoned SU (Special Use). The applicant proposes to rezone the property to R-8A/D. Surrounding properties include Verizon to the north, Royal 400 South office park to the east, North Point Park office condominiums to the west, Wells Fargo Bank to the southwest and New Prospect Elementary School to the south. The comprehensive land use plan designation of the property is Corporate Office, which allows office and accessory office uses. Surrounding properties are also designated Corporate Office, except for New Prospect Elementary School which is designated Public, Institutional, Education. The applicant requests a comprehensive land use plan amendment to High Density Residential.

The 27-acre KB400 Master Plan was approved in 1999 and allows office with accessory retail use. A master plan amendment (MP-06-10) was approved for Pod A in 2007 to allow for a maximum of 144,000 square feet of office with accessory retail use. However, a building permit was not issued by 4/23/2008 and Pod A reverted to the original master plan and conditions. Pod B is developed as a Wells Fargo Bank and Pod C is developed as the North Point Park office condominiums.

Viable office parcels typically have good access to the highway system, which is the case with the subject property given its proximity to the interchange at Haynes Bridge Road and Georgia 400 being within a ½-mile. In addition, there is demand for office in the City as evidenced by the low office vacancy rate and number of office projects under construction in the City. The City's vacant office available (for lease) rate has been steadily declining since 2013. The City's vacant office available rate at the end of the 2nd quarter of 2016 was 9.30%, which is one of the lowest office vacancy rates in the Atlanta metro area. According to the development community, spec office is typically developed when office vacant available rates drop below 10.00%. Hines and Cousins Properties, Inc. are currently developing a spec office building at Avalon. As shown in the table below, over 700,000 square feet of office is currently under construction within the City.

Office Development – Under Construction

Project Name	Location	Building Area (SF)	Status
Avalon Bldg. 8000	Avalon Boulevard	268,405 SF	Under Construction
Avalon Outparcel Office	2700 Old Milton Pkwy	40,000 SF	Under Construction
The Gates at North Point 2	Webb Bridge Rd	40,000 SF	Under Construction
North Point Park Phase 3	5755 North Point Pkwy	48,240 SF	Under Construction
East Village	Old Milton Pkwy & Westside Pkwy	18,000 SF	Under Construction
Teasley Place	50 Canton Street	7,596 SF	Under Construction
Liberty Hall	33 South Main St	12,000 SF	Under Construction
Providence Group Office	2425 Old Milton Pkwy	30,000 SF	Under Construction
Old Milton Office	2845 Old Milton Pkwy	4,500 SF	Under Construction
The Edison	Edison Drive	218,000 SF	Under Construction
City Center	City Center	40,000 SF	Under Construction
TOTAL		726,741 SF	

The nearest similar 'For-Sale' residential development is located to the south in Kimball Farms and The Palisades at Milton Park, as well as to the north in the Braeden subdivision. Kimball Farms consists of single-family detached lots with an average lot size of approximately 14,000 square feet and a density of 1.59 dwelling units per acre. The Palisades consists of single-family detached lots with a minimum lot size of 4,500 square feet and a density of 3.39 dwelling units per acre. Pulte/John Weiland is developing the

Braeden subdivision on the northeast side of Kimball Bridge Road at Northwinds Parkway. The Braeden subdivision was approved for 130 townhomes and single-family detached lots at a maximum density of 4.9 dwelling units per acre.

The applicant is requesting a variance to reduce the minimum lot width in the R-8A/D district from 50' to 45' for 19 lots and to 40' for 25 lots. A variance is also requested to reduce the front setback along North Point Parkway and Kimball Bridge Road from 65' to 20' and from 35' to 10' on the internal private streets. Side setbacks are proposed to be reduced from 5' to 0' and rear setbacks from 20' to 10'.

SITE PLAN

The submitted site plan depicts 62 single-family detached lots, with lots adjacent to North Point Parkway and Kimball Bridge Road oriented to those roads. Single-family detached lots are proposed to have minimum lot widths of 40', 45' and 50', as well as a minimum lot size of 4,500 square feet. Homes are depicted as rear entry, except that Lots 4-21 are proposed to be front entry. The development will be a gated community with private streets. The applicant proposes the following building setbacks:

- North Point Parkway and Kimball Bridge Road – 20'
- Side & Rear (Boundary) – 10'
- Front (Internal) – 10'
- Side (Internal) – 0' (10' between buildings)
- Rear (Internal) – 10'

Vehicular access to the site is depicted from a right-in/right-out driveway on North Point Parkway and a new driveway connection to Rock Mill Road, through the New Prospect Elementary School site. A pedestrian connection to the sidewalk on Kimball Bridge Road is depicted on the south side of Lot 3. An eight-foot (8') sidewalk is depicted along North Point Parkway; however, sidewalks are not shown along the internal streets. The sidewalk along Kimball Bridge Road shall be expanded to comply with the City's project design for the Kimball Bridge Road improvements.

The Unified Development Code (UDC) requires a 50' undisturbed buffer on non-residential properties adjacent to residential. Since the school property is already developed and the applicant is requesting a change in use from non-residential to residential, a reduced buffer is recommended on the applicant's property. The site plan depicts a 10' building setback along the south property line, with no landscape buffer or landscape strip. Staff recommends a minimum 15' undisturbed or replanted buffer to provide a transition between the school and the proposed subdivision.

2.65 acres, or 21.4%, of the property is depicted as open space. A 7,285 square foot civic space with hardscape and benches is provided at the corner of North Point Parkway and Kimball Bridge Road. Previous site plans depicted a larger civic space at this corner and staff recommends a minimum 10,000 square feet at this location. Two (2) small open space areas, totaling 12,405 square feet, are depicted internal to the site between lots 48 and 49 and in front of Lots 54-58. A 1,510 square foot open space is depicted over the pedestrian connection to Kimball Bridge Road. A 2.17-acre open space is depicted on the west side of the property in the area of the stream. This area may count toward open space, if improved as an amenity area. The KB400 Master Plan requires a trail be developed through the property as part of

the City's Greenway system. The applicant's site plan depicts a sidewalk and benches along the stream and depicts connectivity between the proposed subdivision and New Prospect Elementary School.

According to the applicant, homes will be approximately 2,400 square feet with prices starting in the \$500,000's. Photographic examples were provided depicting the proposed single-family detached product. The photographs depict brick front elevations with brick detailing and side elevations consisting of siding. Staff recommends conditions requiring 4-sided brick and architectural details on all homes.

TRAFFIC

City staff calculated trip generation figures for the existing entitlement and the proposed project. As shown in the table below, the proposed use would reduce the PM Peak Hour traffic in the area by approximately 249 trips as compared to the property being developed under office use.

		ADT	SAT	AM Peak Hour			PM Peak Hour			Sat. Peak Hour		
CURRENT ZONING				In	Out	Total	In	Out	Total	In	Out	Total
710: GENERAL OFFICE												
211,515	SF Gross Floor Area	2,375	471	301	41	342	54	262	316	37	31	68
Total Trips (Current Zoning)		2,390	485	304	48	352	55	262	317	43	37	80
PROPOSED ZONING												
210: Single Family Detached Housing												
61	Number of Units	660	661	13	39	52	44	25	69	35	30	65
Total Trips (Proposed Zoning)		660	661	13	39	52	44	25	69	35	30	65
NET TRIPS INCREASE (DECREASE)		(1,730)	176	(291)	(9)	(300)	(11)	(238)	(249)	(8)	(7)	(15)
* Trip Generation, 7th Edition (ITE)												

The applicant's request was originally submitted in 2015 depicting site access from both North Point Parkway and Kimball Bridge Road. Due to concerns raised by residents in the area over traffic and access, the applicant entered into discussions with Fulton County Schools to purchase land or an easement through the New Prospect Elementary School property in order to gain access to Rock Mill Road. The applicant's traffic engineer determined that an access road from the site to Rock Mill Road was feasible. With the City's assistance, an access agreement has been reached and the applicant has moved forward with the Rock Mill Road access in lieu of a secondary access along Kimball Bridge Road.

Incorporating the Rock Mill Rd access, it is recommended that the development provide a secondary, limited access from North Point Pkwy. Due to available sight lines at the existing median opening, staff recommends locating the North Point Pkwy access driveway further to the west/south of the median opening. This location would allow an indirect left turn from the development at certain times of the day.

SCHOOLS

Residential development is known to increase school enrollment. Fulton County calculated the potential maximum number of children who may live on the property by using the Fulton County Schools standard calculation to identify the number of children that a residential development will generate. The following chart outlines these figures:

FULTON COUNTY SCHOOLS – 61 Single-Family Detached Residential Units

School	Single Family Average #
New Prospect Elementary School	7 to 28 students
Webb Bridge Middle School	2 to 10 students
Alpharetta High School	5 to 20 students
TOTAL	14 to 58 students

Based on the total figure for all three school levels, it can be assumed that the proposed development could house approximately 14 – 58 school age children. Numbers provided by Fulton County Schools show that New Prospect Elementary School and Alpharetta High School have capacity; however, Webb Bridge Middle School is currently over capacity.

STANDARDS FOR ZONING CHANGES

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

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

Response: KB400 Master Plan Pod A was designated for office use, which is consistent with the development pattern along North Point Parkway. The intersection of Kimball Bridge Road and North Point Parkway is not an appropriate location for a residential development as reflected on the City's Comprehensive Land Use Plan.

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

Response: KB400 Master Plan Pod A was designated for office use, which is consistent with the development pattern along North Point Parkway. The intersection of Kimball Bridge Road and North Point Parkway is not an appropriate location for a residential development as reflected on the City's Comprehensive Land Use Plan.

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

Response: The proposed development will have impacts on the natural environment. The applicant's site plan respects the stream buffers on the southwest side of the property; however, very few trees are being saved. However, office or residential uses on the site would be required to incorporate trees.

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

Response: There are not substantial reasons why the property cannot be used for office use. The subject property is located ½-mile away from the interchange at Haynes Bridge Road and Georgia 400. Alpharetta has one of the lowest office vacancy rates in the Atlanta metro area and over 725,000 square feet of office

is currently under construction in the City. Therefore, it can be justified that the subject property remains a viable office parcel.

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

Response: The proposed change in use from office to residential would generate a greater demand public facilities and services, such as parks and recreational programs, fire and police, and schools. However, the proposed residential use would produce fewer vehicular trips than an office use, reducing traffic impacts.

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

Response: The master plan amendment is not supported by new or changing conditions. Comprehensive Plan Land Use Strategy 6.2 states, "Designate major entranceways to the city, (the interchanges along GA-400) for office use in order to preserve the corporate campus business environment." The subject property is located ½-mile away from the interchange at Haynes Bridge Road and Georgia 400. Alpharetta has one of the lowest office vacancy rates in the Atlanta metro area and over 725,000 square feet of office is currently under construction in the City. Therefore, it can be justified that the subject property remains a viable office parcel.

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

Response: The request to change the use of the property from office to residential does not reflect a reasonable balance as the property is located within a ½-mile of the interchange at Haynes Bridge Road and Georgia 400 and remains a viable office parcel. In addition, the Kimball Bridge Activity Center is envisioned to continue to evolve as a job center and hub for major businesses.

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

Response: The property could be used for office use as envisioned in the KB400 Master Plan. The subject property is located ½-mile away from the interchange at Haynes Bridge Road and Georgia 400. Alpharetta has one of the lowest office vacancy rates in the Atlanta metro area and over 725,000 square feet of office is currently under construction in the City. Therefore, it can be justified that the subject property remains a viable office parcel.

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

Response: The zoning proposal does not meet the Comprehensive Land Use Plan designation of the property, which is Corporate Office. The applicant proposes an amendment to the Comprehensive Land Use Plan designation of the property to High Density Residential.

COMPREHENSIVE LAND USE PLAN

Unified Development Code Section 4.1.3 Standards for CLUP amendment approval, provides the following criteria for consideration when evaluating a request for a change in land use:

A. The extent to which a change in the economy, land use or development opportunities of the area has occurred.

Response: The subject property is located within a ½-mile of the interchange at Haynes Bridge Road and Georgia 400 and is more suited for office development. If approved for a change in use, conditions are recommended requiring screening, protection of the tree canopy, open space, connectivity, and architectural standards.

B. The extent to which the proposed designation is in compliance with the goals and policies of the Plan.

Response: The applicant's proposal does not comply with the goals and policies of the City's Comprehensive Plan. The Kimball Bridge Activity Center is envisioned to continue to evolve as a job center and hub for major businesses.

C. The extent to which the proposed designation would require changes in the provision of public facilities and services.

Response: The proposed change in use from office to residential would generate a greater demand public facilities and services, such as parks and recreational programs, fire and police, and schools. However, the proposed residential use would produce fewer vehicular trips than an office use.

D. The extent to which the proposed designation would impact the public health, safety, and welfare.

Response: If approved for a change in use, conditions are recommended requiring screening, protection of the tree canopy, open space, connectivity, and architectural standards.

E. The extent to which additional land area is needed to be developed for a specific type of use.

Response: Not applicable.

F. The extent to which area demographics or projections are not occurring as projected.

Response: Not applicable.

VARIANCE REVIEW CRITERIA

The City of Alpharetta Unified Development Code Article IV, Section 4.5.3 outlines the criteria set forth for granting a variance. The ordinance specifically states..."a variance may be granted in whole or in part, or with conditions, in such individual case of unnecessary hardship upon a finding that":

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

Response: There are no extraordinary or exceptional conditions pertaining to the subject property that justify the need for the applicant's requested variance. If approval is considered, staff recommends a heavily planted landscape strip along North Point Parkway and Kimball Bridge Road similar to Glen Abbey.

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

Response: The application of the UDC to the subject property would not create an unnecessary hardship. If approval is considered, staff recommends a heavily planted landscape strip along North Point Parkway and Kimball Bridge Road similar to Glen Abbey.

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

Response: There are no peculiarities pertaining to the subject property that justify the applicant's requested variance. If approval is considered, staff recommends a heavily planted landscape strip along North Point Parkway and Kimball Bridge Road similar to Glen Abbey.

(4) Relief, if granted, would not cause substantial detriment to the public good or impair the purpose and intent of the City of Alpharetta ordinances.

Response: There are no peculiarities pertaining to the subject property that justify the applicant's requested variance. If approval is considered, staff recommends a heavily planted landscape strip along North Point Parkway and Kimball Bridge Road similar to Glen Abbey.

CONCURRENCES

Staff has reviewed the applicant's proposal and finds that it cannot support the request for master plan amendment, comprehensive land use plan amendment, rezoning and variance. The property remains a viable office parcel at the intersection of Kimball Bridge Road and North Point Parkway. The proposed change in use from office to residential would have a greater impact on parks and schools than the permitted office use; however, traffic impacts would be less.

The subject property is located within a ½-mile of the interchange at Georgia 400 and Haynes Bridge Road. Alpharetta has one of the lowest office vacancy rates in the Atlanta metro area and over 725,000 square feet of office is currently under construction in the City. As parcels zoned for office uses are developed or rezoned for other uses, the result will be less opportunity for growth once the office market picks up. Therefore, it can be justified that the subject property remains a viable office parcel.

Pulte/John Weiland is currently developing the Braeden subdivision, which is zoned R-8A/D, on the northeast side of Kimball Bridge Road at Northwinds Parkway. Braeden subdivision was approved for 130 townhomes and single-family detached units at a maximum density of 4.9 dwelling units per acre. If approval is considered, staff recommends that the residential density be similar to the Braeden subdivision.

In addition, architectural and site standards are recommended as conditions to ensure a quality product, promote connectivity and protect natural features.

As identified in the Comprehensive Plan, the subject property is located in the Kimball Bridge Activity Center character area. The vision for the Kimball Bridge Activity Center is to continue to evolve as a job center and hub for major businesses. Residential options in this Activity Center are appropriate near the Downtown. The Comprehensive Plan describes the Kimball Bridge Activity Center in the following way:

"PRESERVE and ENHANCE corporate campuses, businesses, parks and shopping areas as well as connectivity to neighborhoods, corridors and other communities with vehicular, pedestrian, bicycle and public transportation improvements. CREATE development and redevelopment that incorporates a variety of businesses, employment opportunities, retail and commercial services as well as residential options, particularly near Downtown."

"Future development should emphasize connectivity and accommodate the unique needs of corporate campuses and business parks, as well as commercial and residential areas. Focus should be on expanding the street network, enhancing public transportation service, creating a pedestrian-friendly environment by adding sidewalks, and supporting bicycle use with infrastructure that makes biking safe and convenient. This complete transportation system should link adjacent residential, office and commercial areas to major destinations within the activity center or serve as a safe and convenient connection to other destinations in the community."

CITIZEN PARTICIPATION PLAN

The report submitted by the applicant states that letters were mailed to each property owner within 500' of the subject property stating the applicant's intent. The report states that no comments were received in response to the mailed letters. The applicant met with Kimball Farms HOA and concerns were raised regarding traffic and access from Kimball Bridge Road.

The City has received correspondence from many area residents and business owners objecting to the proposed development due to concerns over high density and traffic. The President of the Kimball Farms HOA cited the following concerns:

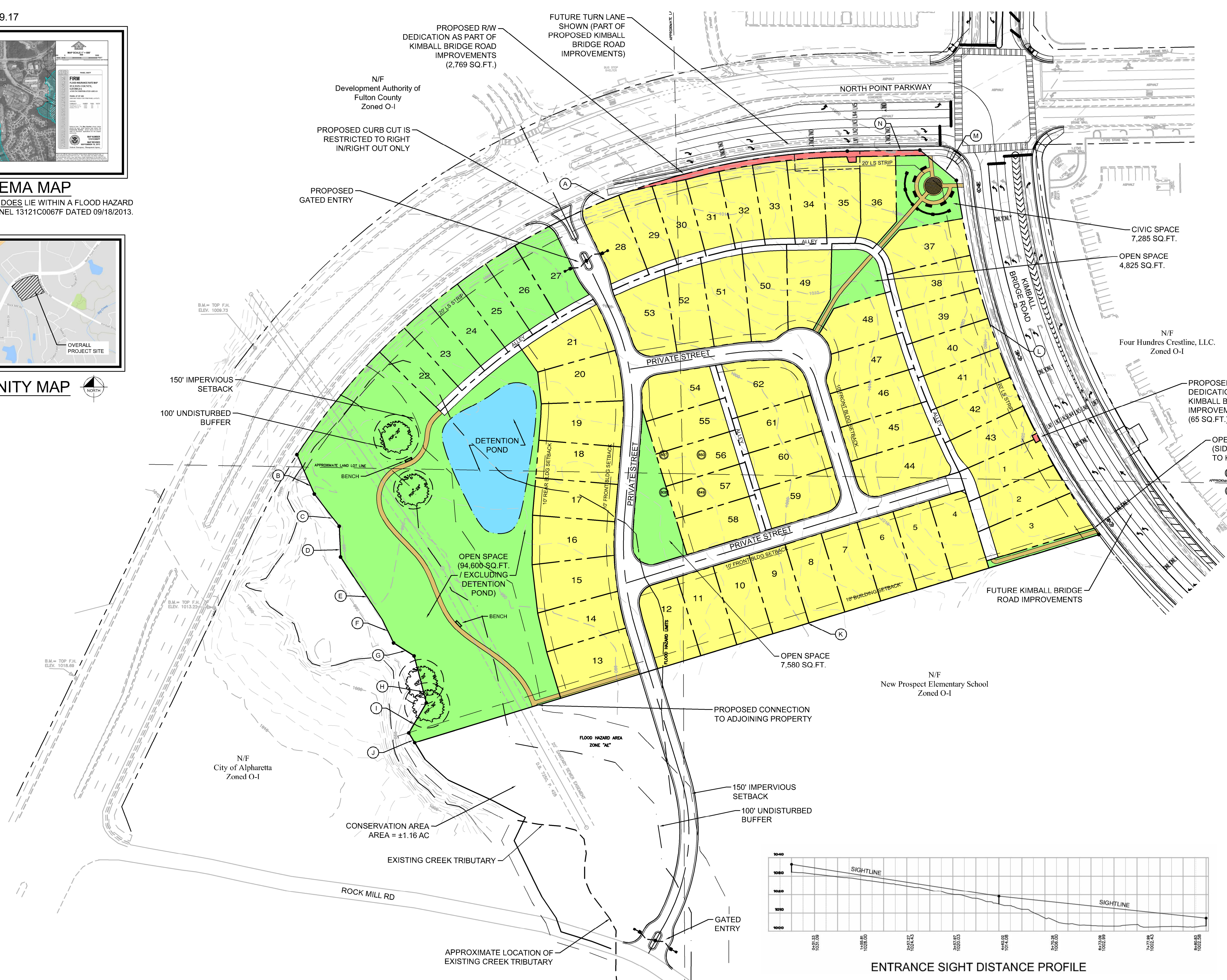
1. Entrance onto Kimball Bridge will be one way. That means folks may decide to use Rock Mill by the pre-school and New Prospect for a turnaround. More traffic by the children is never good and then there is the extra traffic at the light from turning around.
2. I believe that turning left onto Northpoint Parkway from that proposed driveway will be hazardous, enough so, that someone could get seriously hurt. The builder said it would be hard to make a left during rush hour. I told him I believe it would be worse to try and make it on what I feel is a blind curve when cars are traveling at 40-50 miles per hour during non-rush hour times.

IV. ATTACHMENTS:

- Site Plan
- Photographic Examples

The map shows the project site located at the intersection of Highway 101 and Highway 88, near the San Jose City Center. The project site is shaded in black. A callout box points to the project site with the text "OVERALL PROJECT SITE".

LOT NUMBER	AREA (SF)
1	4.920
2	5.419
3	6.675
4	5.446
5	5.446
6	5.445
7	5.445
8	5.444
9	5.443
10	5.443
11	5.442
12	6.368
13	7.052
14	5.611
15	6.111
16	6.010
17	5.475
18	5.475
19	6.025
20	6.016
21	6.808
22	4.849
23	4.849
24	4.849
25	4.849
26	4.851
27	5.886
28	5.471
29	4.780
30	5.588
31	4.508
32	4.547
33	4.678
34	4.525
35	4.523
36	5.337
37	5.728
38	5.401
39	5.049
40	5.068
41	5.063
42	5.068
43	5.070
44	7.011
45	5.761
46	5.570
47	5.522
48	5.531
49	6.053
50	6.762
51	5.507
52	5.796
53	6.114
54	5.436
55	4.950
56	4.950
57	4.950
58	5.493
59	5.900
60	5.475
61	5.475
62	6.818

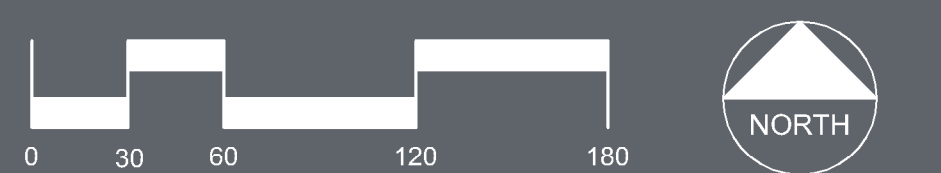


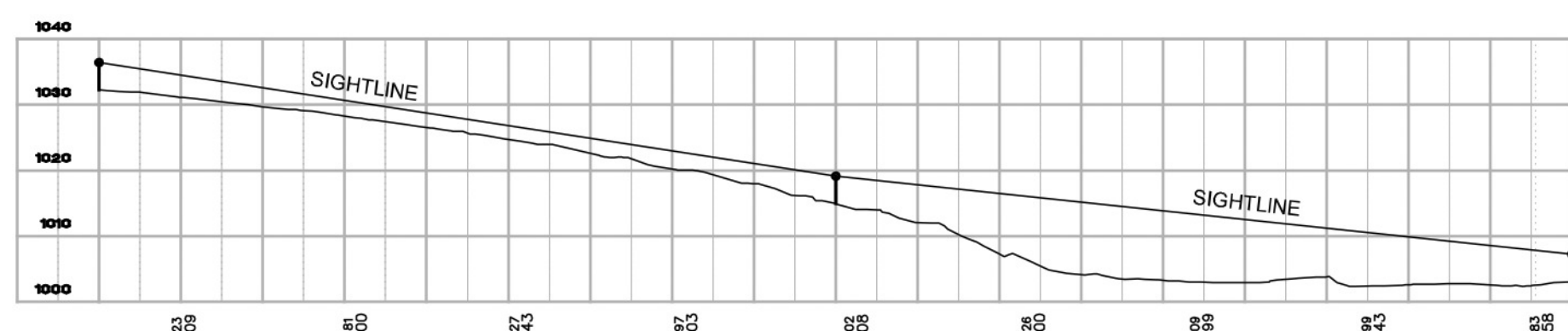
KEY NOTE	PARCEL DESCRIPTION
A	A = 883.26' R = 868.93' CH = 847.45' N 60°21'58"E
B	N 24°20'04"W 50.69'
C	N 38°01'30"W 54.32'
D	N 03°00'29"W 40.90'
E	N 34°12'52"W 99.83'
F	N 26°20'05"W 34.52'
G	N 58°12'41"W 32.16'
H	N 15°09'55"W 64.57'
I	N 29°56'34"E 46.18'
J	N 31°51'13"W 14.79'
K	S 72°40'29"W 986.33'
L	A = 513.03' R = 986.90' CH = 507.27' S 22°10'30"E
M	S 46°26'28"E 48.62'
N	N 88°48'32"E 135.22'

EXISTING ZONING:	O-1
PROPOSED ZONING:	R-8A/D
OVERALL SITE AREA (EXISTING):	12.46 ACRES
OVERALL SITE AREA (POST R/W DEDICATION):	12.39 ACRES
TOTAL NUMBER OF LOTS/UNITS:	62
DENSITY:	5 UNITS PER ACRE
OPEN SPACE:	2.65 ACRES (21.4%)
PROPOSED LAND USE: (SINGLE FAMILY)	40' REAR ENTRY LOTS - 25 45' REAR ENTRY LOTS - 19 50' FRONT ENTRY LOTS - 18
MINIMUM LOT SIZE: (SINGLE FAMILY DETACHED)	4500 SF
PROPOSED PERIMETER SETBACK:	FRONT (FROM STREET) - 20' SIDE - 10' REAR - 10'
PROPOSED INTERIOR SETBACK:	FRONT - 10' SIDE - 0' REAR - 10'

1. PROPOSED DEVELOPMENT WILL BE GATED AND WILL HAVE PRIVATE STREETS. ALL INTERIOR SETBACKS WILL BE MEASURED FROM THE FACE OF CURB.
2. ALL BOUNDARY AND TOPOGRAPHIC INFORMATION USED ON THIS ZONING PLAN HAS BEEN PROVIDED BY THE OWNER.

1. REDUCE THE LOT WIDTH ON LOTS 44-62 FROM 50 FEET TO 45 FEET AND REDUCE THE LOT WIDTHS ON LOTS 1-3, AND 22-43 FROM 50 FEET TO 40 FEET.
2. REDUCE THE 65 FOOT SETBACK ON NORTH POINT PARKWAY AND KIMBALL BRIDGE ROAD TO 20 FEET WITH A LANDSCAPE STRIP.
3. REDUCE THE INTERIOR STREET SETBACKS FROM 35 FEET TO 20 FEET (PRIVATE STREETS). REDUCE THE SIDE SETBACKS TO 0 FEET WITH A MINIMUM OF 10 FEET BETWEEN STRUCTURES. REDUCE THE REAR SETBACK ON LOTS 4-21 FROM 20 FEET TO 10 FEET.





ENTRANCE SIGHT DISTANCE PROFILE



OVERALL OPEN SPACE = 2.09 ACRES

OPEN SPACE - 2.09 ACRES

FLOOD HAZARD NOTE:
This property does lie within a 100 year flood hazard zone (but only that portion so indicated on this plat) as defined by the F.E.M.A. Flood Insurance Rate Map of
CITY OF ALPHARETTA

Community Panel # 130084 0067 E
Map Number 13121C0067 E
Flood Zone AE
Dated: JUNE 22, 1998

Note: All boundary and topographic information used on this zoning plan has been provided by the owner.

OWNER/DEVELOPER

1699 LAND COMPANY

Alex Tetterton

1424 North Brown Road
Suite 100Lawrenceville, Georgia 30043
Tele: (678) 252 - 2500

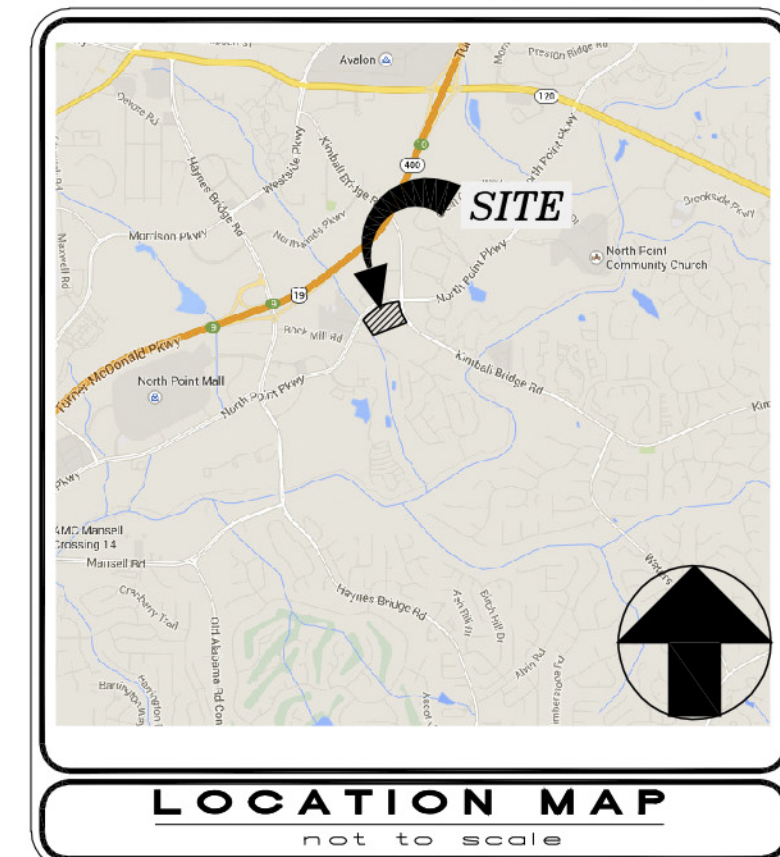
4317 Park Drive, Suite 400
Norcross, Georgia 30093
Phone: (770)416-7511
Fax: (770)416-6759
www.travispruitt.com

**SITE NOTES**

1. Site area - 12.46 acres
2. Total Number of Lots/Units - 61
3. Density - 4.89 Lot/Units per acre.
4. Existing Zoning - O-I
5. Proposed Zoning - R-8A/D
6. Proposed land use : Single Family
 - 40' Rear Entry Lots - 24
 - 45' Rear Entry Lots - 5
 - 50' Rear Entry Lots - 14
 - 50' Front Entry Lots - 18
7. Minimum Lot Size:
 - Single Family Detached - 4500 sf
8. Proposed Perimeter Setbacks:
 - Front Setback from Street - 20'
 - Side Setback - 10'
 - Rear Setback - 10'
 Proposed Interior Setbacks:
 - Front Setback - 10'
 - Side Setback - 0'
 - Rear Setback - 10'
9. Open Space: 2.09 acres (16%)
10. Proposed development will be gated and will have private streets. All interior setbacks will be measured from the face of curb.

VARIANCES

1. Reduce the lot width on lots 43-61 from 50 feet to 45 feet and reduce the lot widths on Lots 1-3 and 22-42 from 50 feet to 40 feet.
2. Reduce the 65 foot setback on North Point Parkway and Kimball Bridge Road to 20 feet with a landscape strip.
3. Reduce the interior street setbacks from 35 feet to 10 feet (private streets). Reduce the side setbacks to 0 feet with a minimum of 10 feet between structures. Reduce the rear setback on Lots 4-21 from 20 feet to 10 feet.

**ZONING PLAN****Kimball Bridge Road Tract**

Land Lot 807, 808, 849 and 850

Parcel # 12299008490529

Alpharetta, Georgia



For The Firm
Travis Pruitt
& Associates, Inc.

DATE: 03-06-2017

SCALE: 1" = 50'

CN

LSV

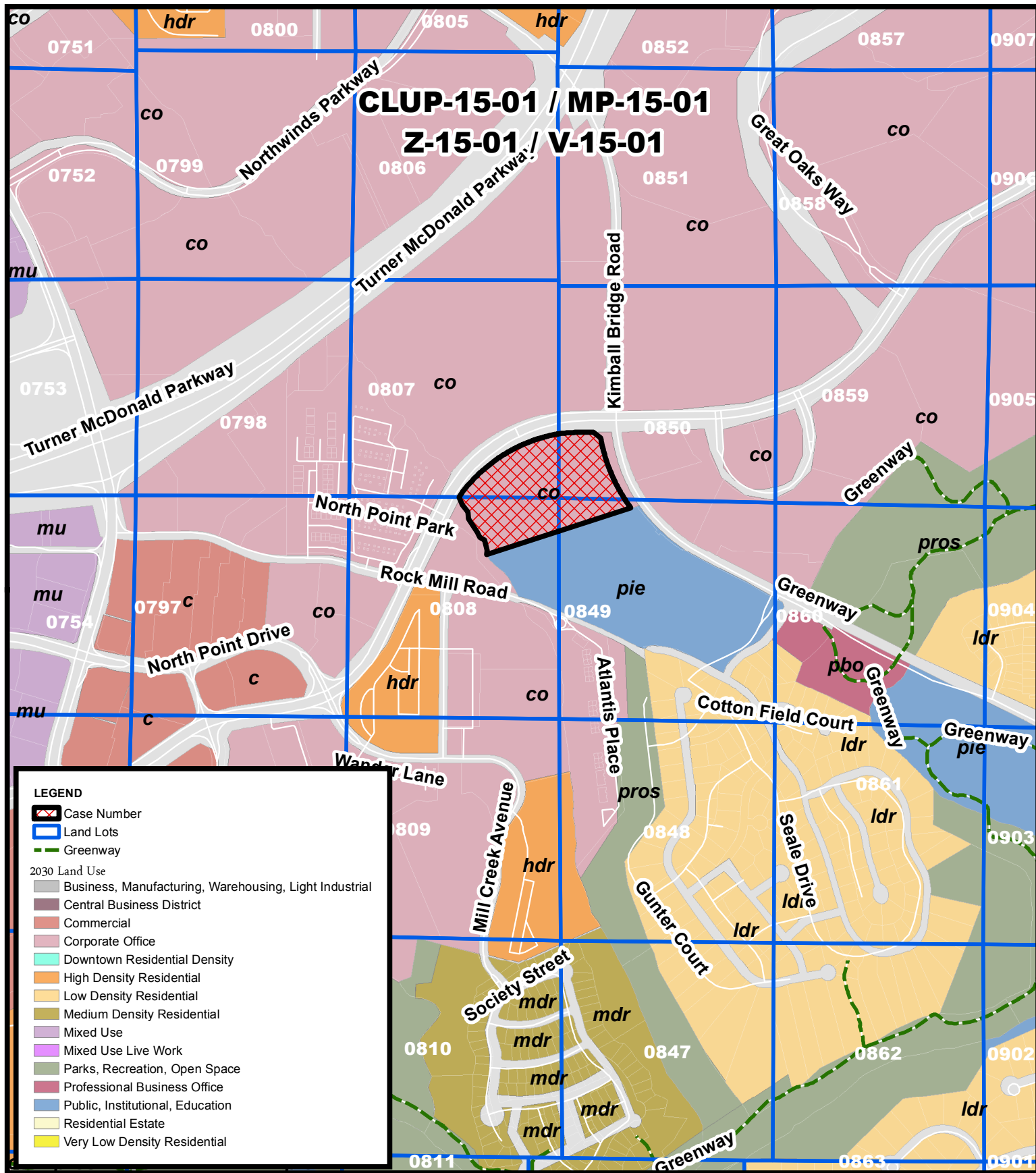
JN 1-16-0491CP05

FN

Grid North (GA West Zone)

TPA

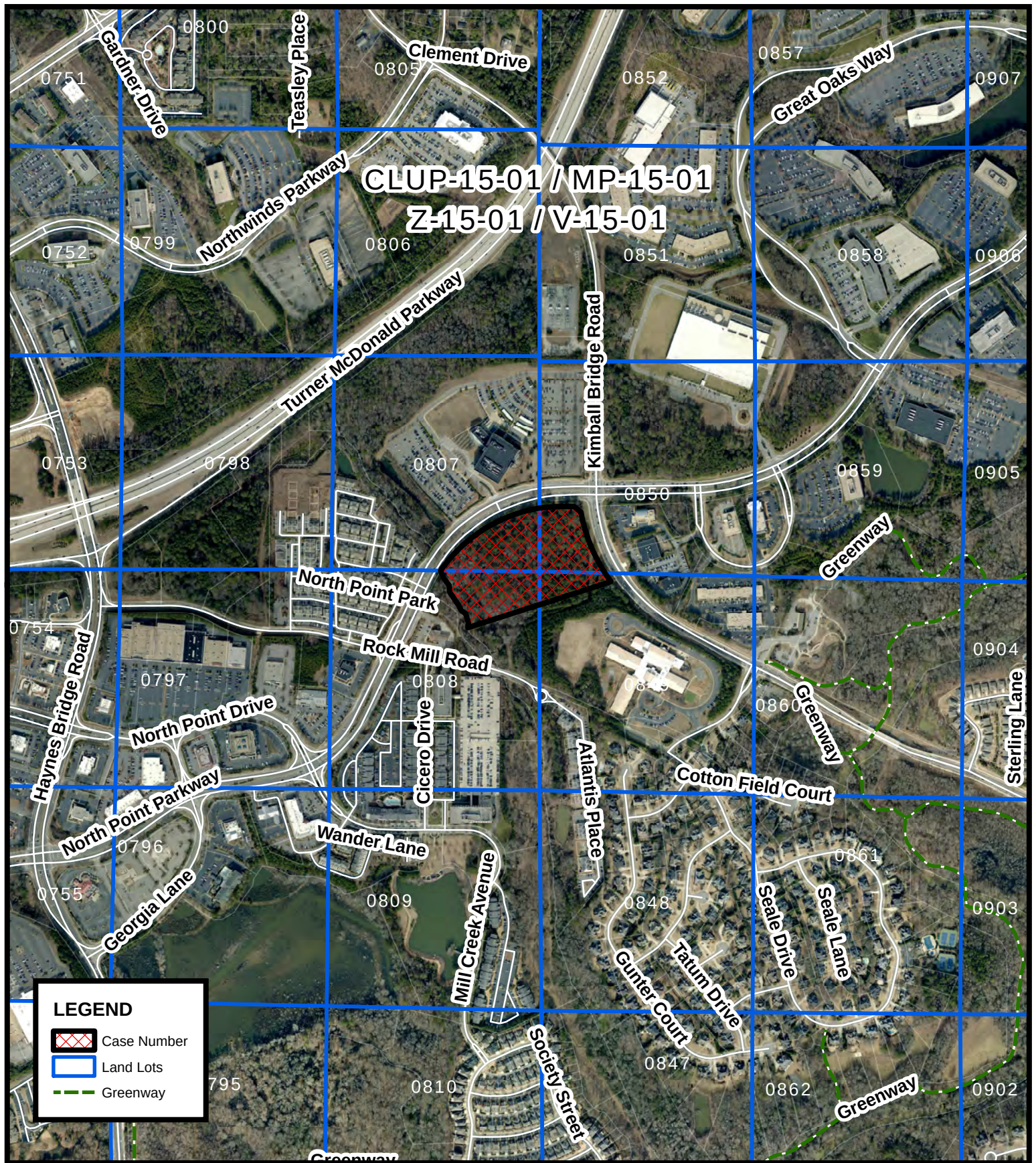
25 0 50 100 150
GRAPHIC SCALE - IN FEET



Future Land Use **KB 400 Master Plan** **1699 Land Company LLC**

CLUP-15-01/MP-15-01
 Z-15-01/V-15-01
 D/LL: 1/2/807, 808
 849 & 850
 PC Date: 04/12/17
 CC Date: 08/21/17

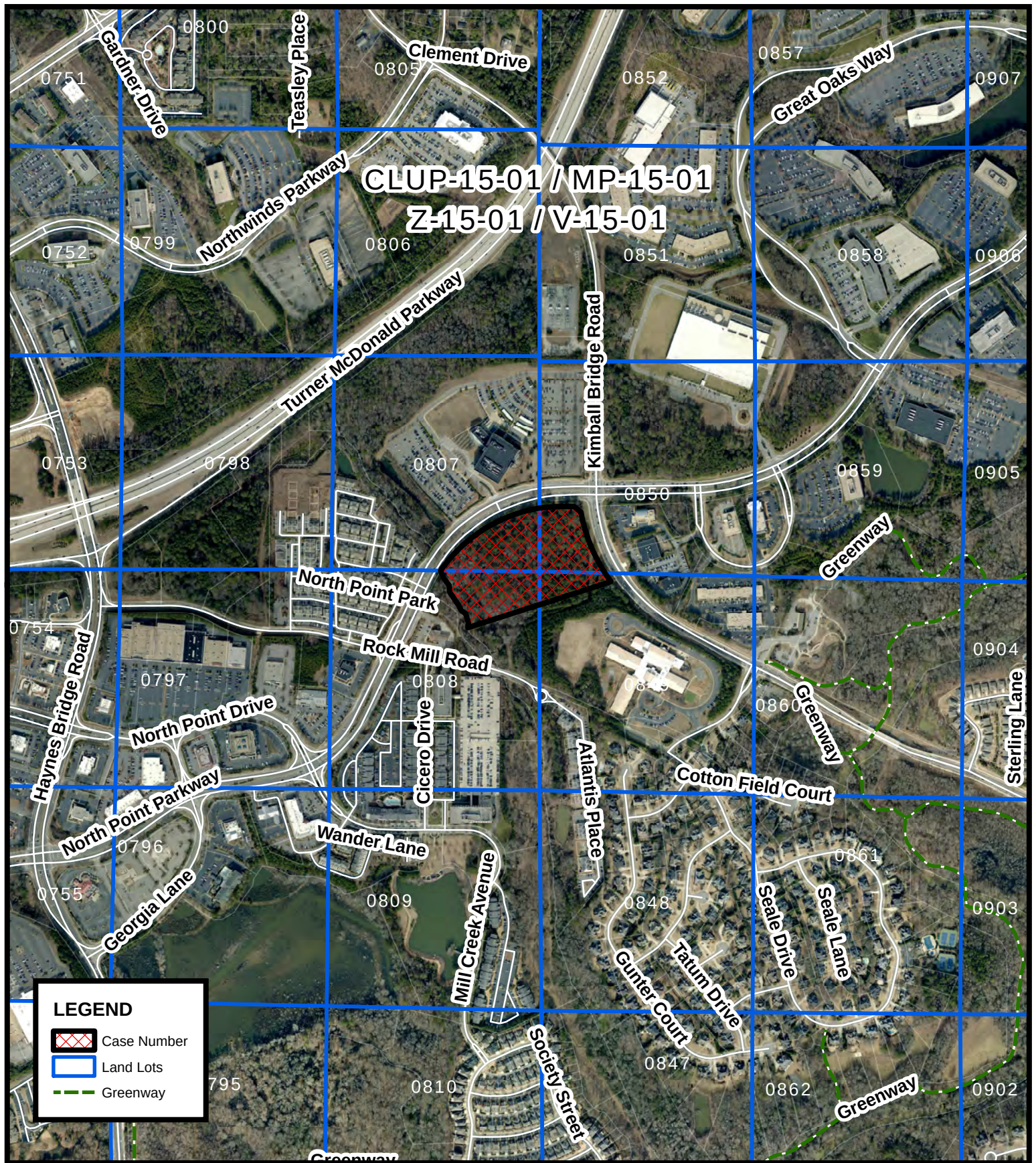
Location Map Provided by:
Community Development - GIS



Aerial Map KB 400 Master Plan 1699 Land Company LLC

CLUP-15-01/MP-15-01
Z-15-01/V-15-01
D/LL: 1/2/807, 808
849 & 850
PC Date: **04/12/17**
CC Date: **08/21/17**

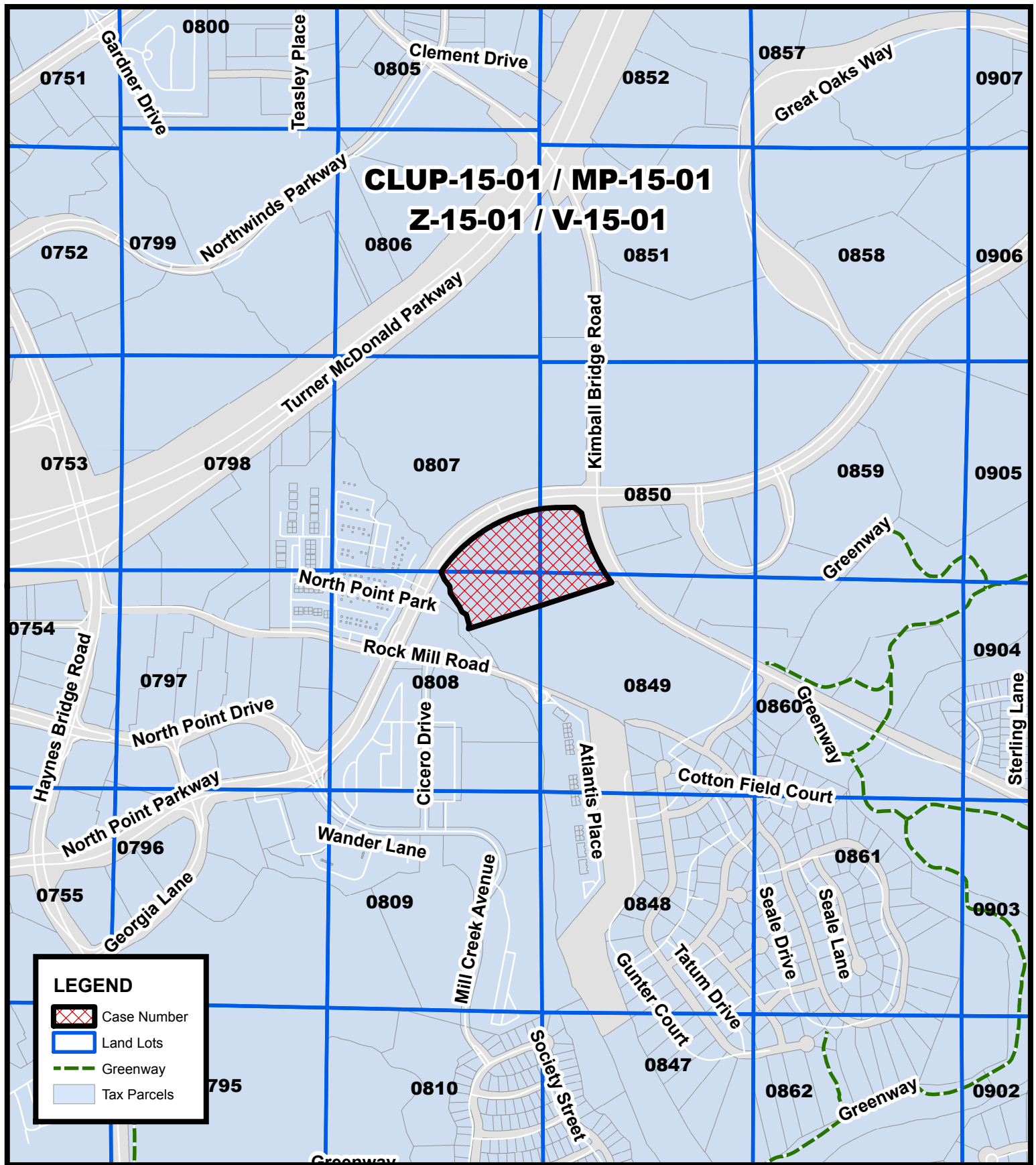
Location Map Provided by:
Community Development - GIS



Aerial Map KB 400 Master Plan 1699 Land Company LLC

CLUP-15-01/MP-15-01
Z-15-01/V-15-01
D/LL: 1/2/807, 808
849 & 850
PC Date: **04/12/17**
CC Date: **08/21/17**

Location Map Provided by:
Community Development - GIS



Location Map **KB 400 Master Plan** **1699 Land Company LLC**

CLUP-15-01/MP-15-01
 Z-15-01/V-15-01
 D/LL: 1/2/807, 808
 849 & 850
 PC Date: 04/12/17
 CC Date: 08/21/17

Location Map Provided by:
Community Development - GIS

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: KB 400 Master Plan

Contact Name: Don Rolader

Telephone: 770-442-0330

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 has received multiple emails from Kimball Farms residents with comments mainly regarding traffic, and subdivision access

with some concerns on school population and land use change. The City has copies of those emails. Applicant has received and

responded to 1 email (attached). Applicant has had previous meetings with Kimball Farms POA board members, and held a public

information meeting on March 22, 2017. The meeting was held at 6pm at the offices of Wakefield Beasley, 5200 Avalon Blvd.,

Alpharetta, GA. A copy of the sign in sheet is attached.

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.* samples attached

- | | |
|--|---|
| ☒ 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.

All those persons listed on Exhibit A attached hereto, and the Kimball Farms Homeowner's Association.

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: _____

Donald A. Rolader

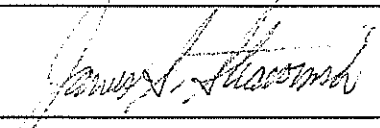
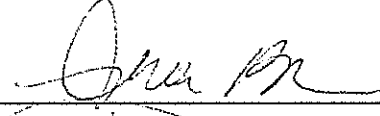
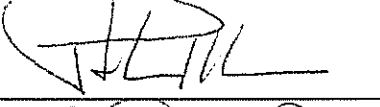
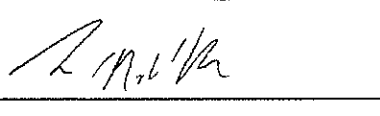
Date: 3/23/2017

Print Form

Kimball Bridge Rezoning Information Meeting

March 22, 2017

1699 Land Company, LLC

	Print Name	Signature	E-mail Address
1	JIM STRAWINSKI		JIMSTRAW@COMCAST.NET
2	Al Modglin		AL@MODGLIN.COM
3	Steve Walst		DLTANGO@HOTMAIL.COM
4	Gina Brown		ginaleo1@bellsouth.net
5	Percy Lindback		percy.lindback@gmail.com
6	RALPH EDWARDS		redwards@ebsprep.com
7	Mark Kochler		markinc@yahoo.com
8			
9			
10			
11			
12			
13			
14			

Don Rolader

From: Richard M. Morgan <rmm@morgandisalvo.com>
Sent: Tuesday, March 14, 2017 11:49 AM
To: Don Rolader
Cc: Frank Tetterton; Graves, Eric
Subject: Re: RMM - Rezoning App of 1699 Land Company, LLC / Kimball & NPP

Understood. Thank you for the clarification.

Richard M. Morgan

Morgan & DiSalvo, P.C.
5755 North Point Parkway, Suite 17
Alpharetta, Georgia 30022-1143
telephone: (678) 720-0750
facsimile: (678) 720-0746



www.morgandisalvo.com

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On Tue, Mar 14, 2017 at 9:56 AM, Don Rolader <don@roladerandrolader.com> wrote:

Richard, none of the homes has a driveway on North Point Parkway or Kimball Bridge Road. The homes are only accessible from within the subdivision. That is what is meant by "no homes will directly access North Point Parkway". There are entrances on North Point Parkway and Kimball Bridge Road for the subdivision. The gates will be set in from

the right of way to allow stacking off of the right of way. The gates will have transponders and will be triggered by devices in the residents' vehicles. They will not have to stop or push any buttons to enter. They simply drive up to the gate and it opens. The subdivision will be gated to prevent any cut through traffic between Kimball Bridge Road and North Point Parkway. There are only 61 homes in the development so we expect no delay at the entry points. This property is presently zoned O&I for "corporate office" development. A major office center with parking decks and far more traffic could be constructed without any consideration or action by the City Council. The proposal represents a much softer use of the property. Please let me know if I can be of further assistance. Thanks, Don Rolader

From: Richard M. Morgan [mailto:rmm@morgandisalvo.com]
Sent: Tuesday, March 14, 2017 9:40 AM
To: don@roladerandrolader.com
Subject: RMM - Rezoning App of 1699 Land Company, LLC / Kimball & NPP

Don, I just reviewed the letter and proposed plat sent to me. I am confused by it, as it states that no no homes will directly access North Point Parkway but the only entrance I see on the Plat is on NPP. Further, it is gated, which could lead to back ups as people try to get by the closed gate. How is this supposed to work on this extremely busy and backed up road anywhere near rush hour traffic in the later afternoon hours? Thanks.

Richard M. Morgan

Morgan & DiSalvo, P.C.
5755 North Point Parkway, Suite 17
Alpharetta, Georgia 30022-1143
telephone: (678) 720-0750
facsimile: (678) 720-0746



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Don Rolader

From: Amanda Mathis <amanda.mathis@thesrteam.com>
Sent: Tuesday, March 14, 2017 10:09 AM
To: Frank Tetterton (Gmail); 'Don Rolader'
Subject: RE: HOA meeting

- Met with Ron and Al on 10/22/15
- Met with Ron and Al on 11/20/15
- Phone call with Ron and Al on 2/22/16
- Emailed update on hearing dates on 1/13/17
- Met with Ron and Al on 1/20/17
- Frank emailed a write up and a new plan on 2/18/17
- Emailed new plans and letter for the HOA to them on 3/9/17

Frank let me know if you have anymore.

Thanks.



Amanda Mathis

Land Development Administration

T: 678-252-2510



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From: Frank Tetterton [mailto:frank@tetterton.com]
Sent: Tuesday, March 14, 2017 10:09 AM
To: Amanda Mathis [mailto:amanda.mathis@thesrteam.com]; Don Rolader [mailto:don@rolader.com]
Subject: RE: HOA meeting

March 10, 2017

RE; Rezoning Application of 1699 Land Company, LLC for 12.46 acres at the intersection of Kimball Bridge Road and North Point Parkway; Rezoning from O&I to R-8 A/D Dwelling, "For-Sale", Attached/Detached Residential-Medium Density

Dear Property Owner:

1699 Land Company, LLC has amended its rezoning application in several significant aspects. A site plan is attached for your consideration. The revised application requests 61 single family detached homes in a gated subdivision with private streets. The resulting density will be 4.89 units per acre. The request has changed from C.U.P. to R-8 A/D.

The interior roads will not allow any public access or "cut through" traffic. The homes will be a minimum of 2,400 square feet, and the price point is anticipated to be from \$500,000.00. No homes will directly access North Point Parkway or Kimball Bridge Road. The project will contain 2.09 acres of open space with parks and a trail. Pedestrian access to sidewalks along Kimball Bridge Road and North Point Parkway will be provided through pedestrian gates from the community.

The traffic generated by the proposed development is 82% less than what than that which could be generated by an office development under the current O&I zoning category. The density of this project has been reduced 36% from the initial request and townhome product has been eliminated.

The application includes a master plan amendment, Comprehensive Plan Amendment and the three Variances shown on the site plan.

If you have questions or would like additional information, please contact our representative, Don Rolader. His address is 1865 Lockeway Drive, Suite 601, Alpharetta, GA. His phone number is 770-442-0330 and his fax number is 770-442-0641. His email address is don@roladerandrolader.com.

Thank you for your consideration of this application.

Sincerely,

1699 Land Company, LLC
Mark T. Whitmire, Manager
(678) 252-2500

cc: City of Alpharetta Community Development Department

Exhibit "A" (page 1)

312 HOLDINGS LLC

Or Current Property Owner

1905 WILLSHIRE GLN ALPHARETTA GA 30009

AEG HOLDINGS LLC

Or Current Property Owner

5755 NORTH POINT PKWY # #37 ALPHARETTA GA 30022

ALPHARETTA WELLNESS CLINIC LLC

Or Current Property Owner

5755 NORTH POINT PKWY UNIT 89 ALPHARETTA GA 30022

AMLI AT MILTON PARK LLC

Or Current Property Owner

200 W MONROE ST STE 2200 CHICAGO IL 60606

ANTHEM HOLDINGS LLC

Or Current Property Owner

5755 N POINT PKWY SUITE 96 ALPHARETTA GA 30022

ASSURANCE FORENSIC ACCOUNTING LLC

Or Current Property Owner

2180 SATELLITE BLVD STE 400 DULUTH GA 30097-4927

BHARATH SAMBA MURTHY & GEETHA

Or Current Property Owner

1410 BITTERCRESS CT ALPHARETTA GA 30005

BLOOM INVESTMENTS LLC

Or Current Property Owner

750 PIMLICON PL SUWANEE GA 30024

BLUE FROG CAPITAL MANAGEMENT LLC

Or Current Property Owner

5755 NORTH POINT PKWY # 50 ALPHARETTA GA 30022

BREEN HOLDINGS OF GEORGIA LLC

Or Current Property Owner

5755 NORTH POINT PKWY STE 260 ALPHARETTA GA 30022

BUFORD CARE INC

Or Current Property Owner

2721 BUFORD HWY BUFORD GA 30518

CABOT INVESTMENTS LLC

Or Current Property Owner

1689 DULUTH HWY LAWRENCEVILLE GA 30043-5010

CASE HOLDING GROUP LLC

Or Current Property Owner

315 BOUNDARY PL ROSWELL GA 30075

CHRISTI PROPERTY LLC

Or Current Property Owner

550 PHARR RD # 410 ATLANTA GA 30305

FOUR HUNDRED CRESTLINE L L C

Or Current Property Owner

3000 ROYAL BLVD S ALPHARETTA GA 30022-4432

FULTON COUNTY BOARD OF EDUCATION

Or Current Property Owner

786 CLEVELAND AVE ATLANTA GA 30315

HOUSE & ASSOC INC

Or Current Property Owner

5755 NORTH POINT PKWY # 36 ALPHARETTA GA 30022

HOUSE WILLIAM A

Or Current Property Owner

5755 N POINT PKWY SUITE 36 ALPHARETTA GA 30022

INERTIA REHABILITATION ASSOC INC

Or Current Property Owner

5755 NORTH POINT PKWY STE 31 ALPHARETTA GA 30022

JIA XIANGMING ZHAO ZILIN

Or Current Property Owner

955 WATER GROVE CT ROSWELL GA 30075

JJM REAL ESTATE LTD

Or Current Property Owner

4646 NORTH SHALLOWFORD RD ATLANTA GA 30338

KENNEMORE WILLIAM L

Or Current Property Owner

5755 NORTH POINT PKWY # 20 ALPHARETTA GA 30022

KIMBALL BRIDGE HOLDINGS LLC

Or Current Property Owner

4905 NORTH POINT PKWY ALPHARETTA GA 30022

LH INVESTMENTS LLC

Or Current Property Owner

265 DUNHILL WAY ALPHARETTA GA 30005

LI YONG & DENG YOUYING

Or Current Property Owner

5755 N POINT PKWY SUITE 95 ALPHARETTA GA 30022

LISA SHIPPEL LAW LLC

Or Current Property Owner

5755 N POINT PKWY STE 90 ALPHARETTA GA 30022

MACINTOSH DAVID C & MONICA L TRS OF THE MACINTOSH REVOC TR

Or Current Property Owner

22300 MC CAULEY RD SHAKER HEIGHTS OH 44122

MATHERLY W RICHARD

Or Current Property Owner

5755 NORTH POINT PKWY # 21 ALPHARETTA GA 30022

MCI COMMUNICATIONS SERVICES INC

Or Current Property Owner

7701 E TELECOM PKWY TAMPA FL 33637

NEO REALTY LLC

Or Current Property Owner

5755 NORTH POINT PKWY # #17 ALPHARETTA GA 30022-1143

Exhibit "A" (page 2)

NIDHI NITYA 81&82 LLC
Or Current Property Owner
5755 N POINT PKWY SUITE 85 ALPHARETTA GA 30022

NORTHPOINT PARK 5152 LLC
Or Current Property Owner
5755 N POINT PKWY STE 85 ALPHARETTA GA 30022

PALMER HOUSE LLC
Or Current Property Owner
2911 PIEDMONT RD NE SUITE B ATLANTA GA 30305

PAT LLC
Or Current Property Owner
5755 NORTH POINT PKWY # 93 ALPHARETTA GA 30022

PHILIP REID REALTY LLC
Or Current Property Owner
360 SUMMER SHADE LN ROSWELL GA 30075

PLA MILTON PARK LLC
Or Current Property Owner
200 W MONROE ST STE 2200 CHICAGO IL 60606

ROYAL FOREST PARTNERS LLC
Or Current Property Owner
P O BOX 98309 ATLANTA GA 30359

SAMANTHA ASSOCIATES LLC
Or Current Property Owner
3520 PIEDMONT RD STE 125 ATLANTA GA 30305

SAMATHA ASSOC L L C
Or Current Property Owner
3520 PIEDMONT RD NE SUITE 125 ATLANTA GA 30305-1516

SL PROPERTY HOLDING LLC
Or Current Property Owner
730 CULWORTH MNR ALPHARETTA GA 30022

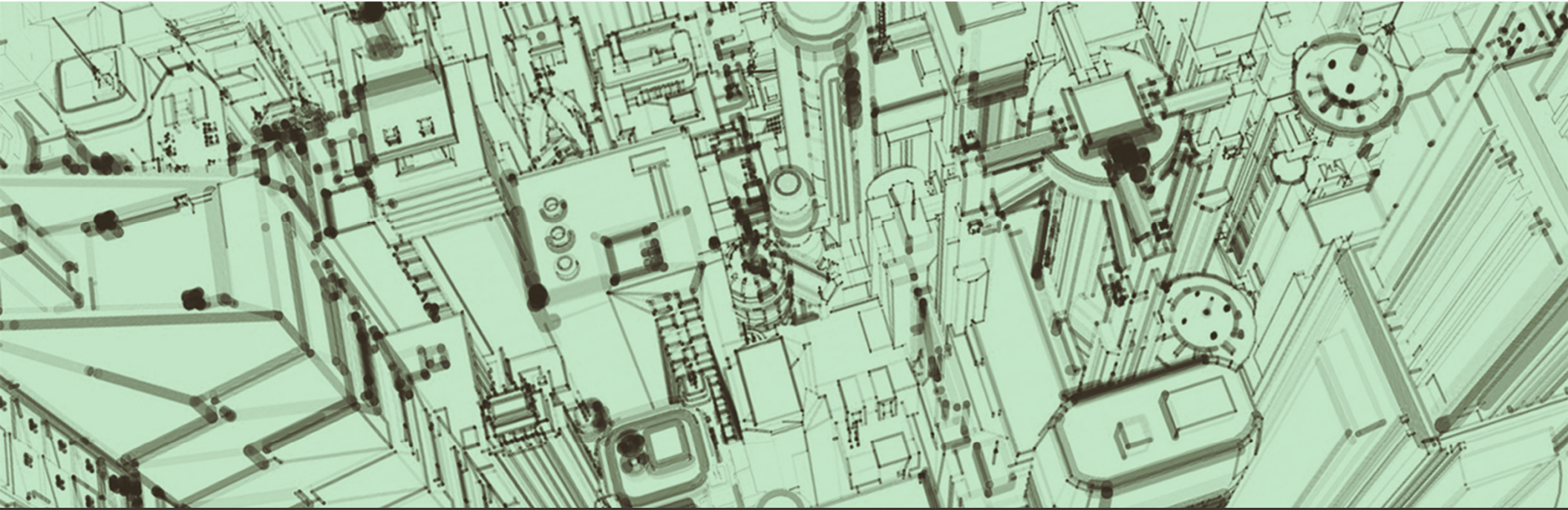
SUGAROAK KIMBALL ROYAL LLC
Or Current Property Owner
481 CARLISLE DR HERNDON VA 20170-4830

TALCOTT III TWO HUNDRED MILTON PARK LLC
Or Current Property Owner
1 FINANCIAL PLAZA HARTFORD CT 06103

V & R INVESTMENTS LLC
Or Current Property Owner
3 VANDY CT SAVANNAH GA 31411

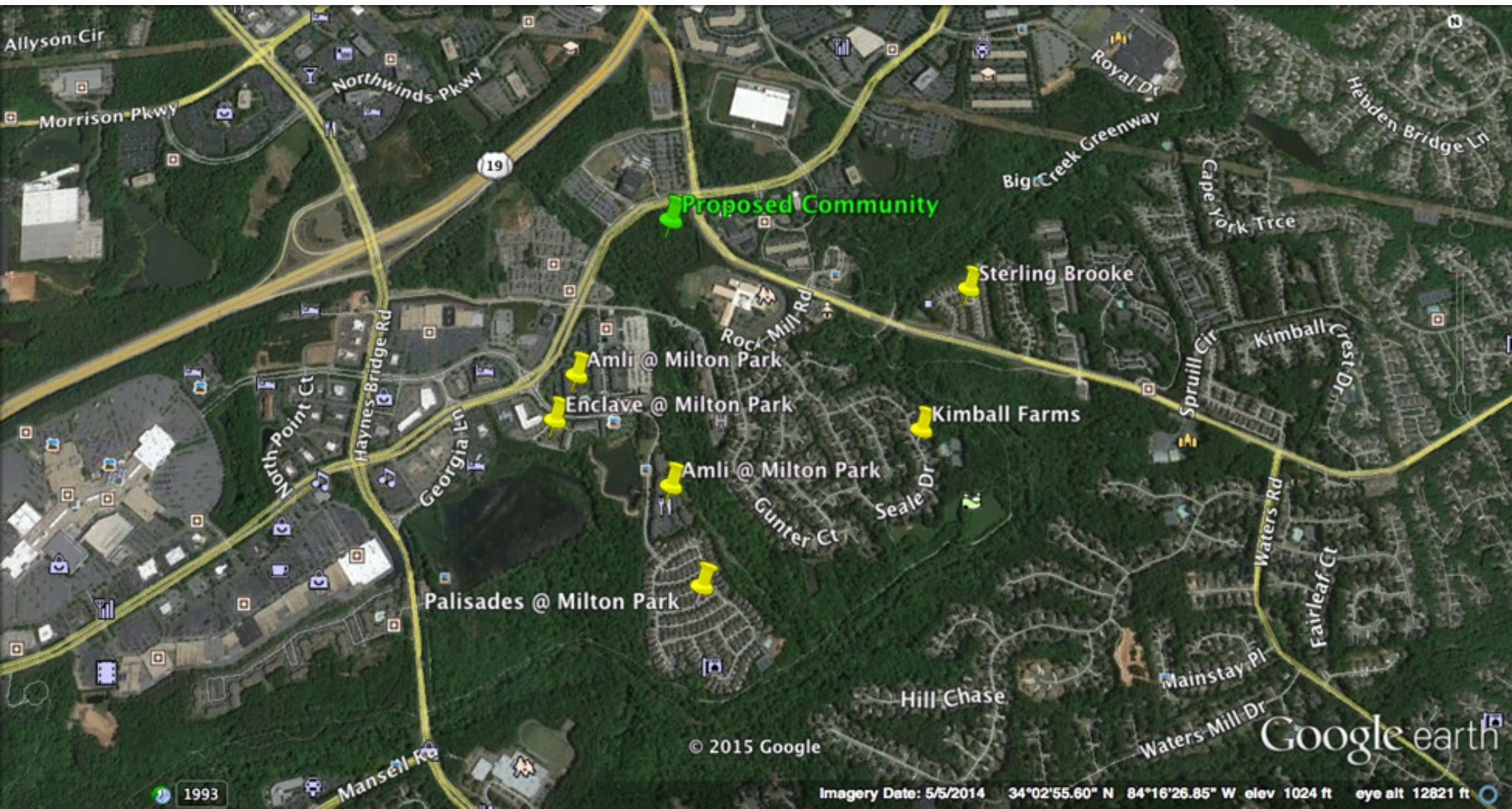
VALUE PLUS VENTURES LLC
Or Current Property Owner
5755 NORTHPOINT PKWY STE 41 ALPHARETTA GA 30022

WACHOVIA BANK NATIONAL ASSN
Or Current Property Owner
P.O. BOX 2609 CARLSBAD CA 92018-2609



Proposed Community





SITE NOTES

1. Site Area: 12.46 acres
2. Total Number of lots/units: 61
3. Density: 4.89 lot/unit per acre
4. Existing Zoning: O-I
5. Proposed Zoning: R-8A/D
6. Proposed Land Use: Single Family
 - 40' Rear Entry Lots: 24
 - 45' Rear Entry Lots: 5
 - 50' Rear Entry Lots: 14
 - 50' Front Entry Lots: 18
7. Minimum Lot Size:
 - Single Family Attached: 4500 sf

8. Proposed Perimeter Setback:

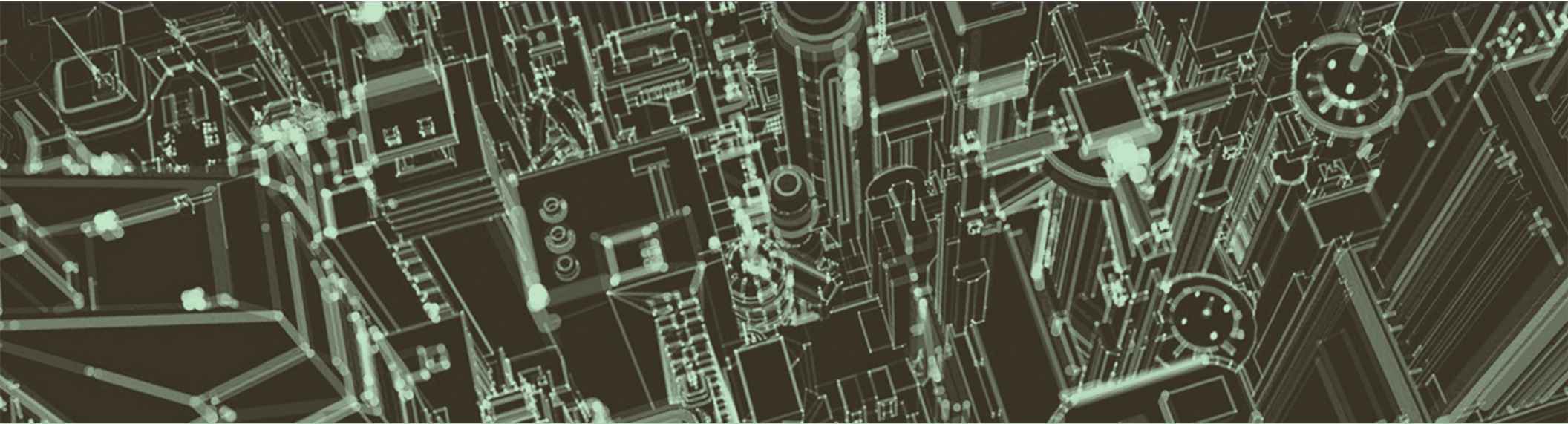
- Front Setback from Street: 20'
- Side Setback: 10'
- Rear Setback: 10'

Proposed Interior Setbacks:

- Front Setback: 10'
- Side Setback: 0'
- Rear Setback: 10'

9. Open Space: 2.09 (16%)

10. Proposed development will be gated and will have private streets. All interior setbacks will be measured from the face of the curb.



Product Examples











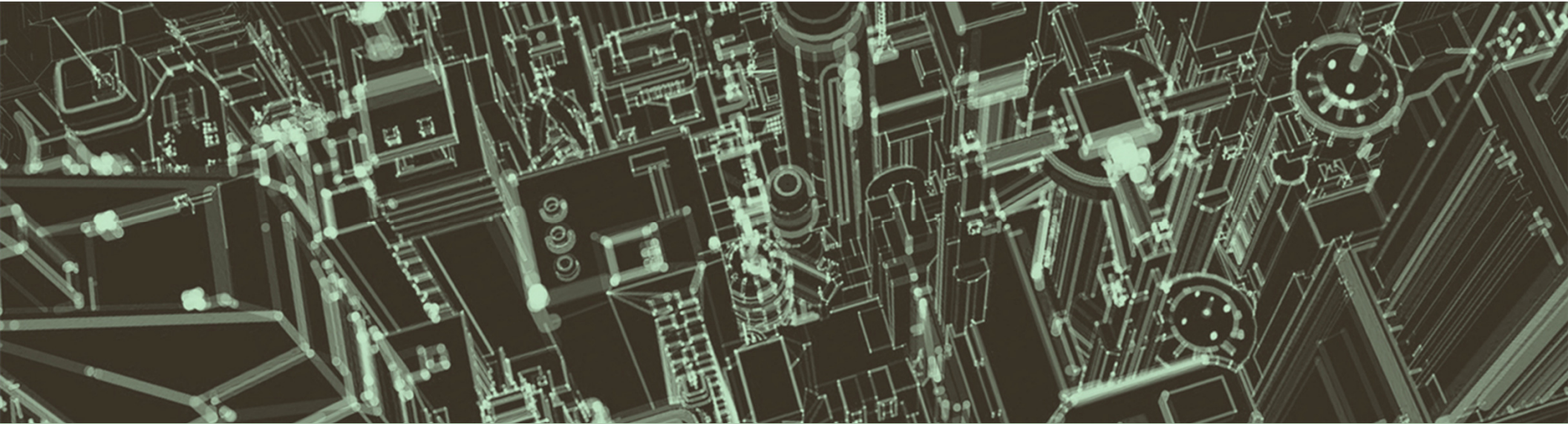












Entrance Examples

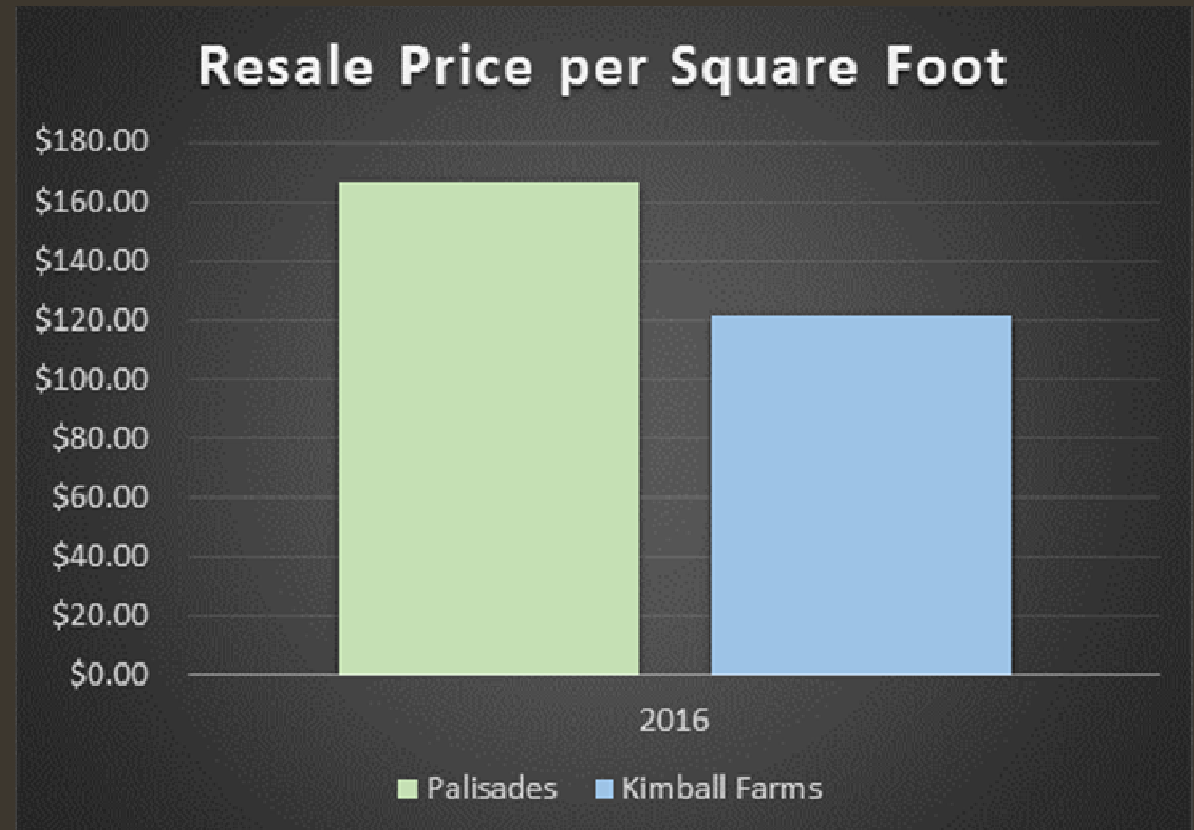






RESALE GROWTH

- In both the Palisades and Kimball Farms, price per square foot (\$/SF) has grown for the last three years.



Trip Generation Analysis (9th Ed.)										
Existing Zoning										
Land Use		Intensity		Daily Trips	AM Peak Hour			PM Peak Hour		
					Total	In	Out	Total	In	Out
Proposed Site Traffic										
210	Single-Family Detached Housing	0	d.u.	0	0	0	0	0	0	0
230	Residential Condominium/Townhouse	0	d.u.	0	0	0	0	0	0	0
710	General Office Building	211,515	s.f.	2,320	348	306	42	315	54	261
912	Drive-in Bank*	4,000	s.f.	593	48	27	21	97	49	48
Gross Trips				2,913	396	333	63	412	103	309

Source: Institute of Transportation Engineers' (ITE) *Trip Generation Manual*, 9th Ed., 2012

* A bank was assumed for the 2-acre outparcel under existing zoning conditions.

Proposed Use (CUP)

Trip Generation Analysis (9th Ed.)											
Proposed Zoning											
Land Use			Intensity		Daily Trips	AM Peak Hour			PM Peak Hour		
						Total	In	Out	Total	In	Out
Proposed Site Traffic											
210	Single-Family Detached Housing		61	d.u.	666	52	13	39	67	42	25
230	Residential Condominium/Townhouse		0	d.u.	0	0	0	0	0	0	0
710	General Office Building		0	s.f.	0	0	0	0	0	0	0
912	Drive-in Bank		0	s.f.	0	0	0	0	0	0	0
Gross Trips					666	52	13	39	67	42	25

Source: Institute of Transportation Engineers' (ITE) *Trip Generation Manual*, 9th Ed., 2012

Comparison Summary

The proposed Kimball Bridge Road Tract residential development is projected to generate less development traffic compared to the projected development traffic with build-out of the existing property's zoning.

The proposed land uses and densities are projected to generate approximately 77% fewer daily trips, 87% fewer AM peak hour trips, and 84% fewer PM peak hour trips, compared to the land uses and densities under existing zoning.

Zoning Changes

- ❖ As the picture to the left displays, the proposed zoning will take daily traffic counts down to *one-third* of that of the existing zoning.

VARIANCES

1. Reduce the lot width on lots 43-61 from 50 feet to 45 feet and reduce the lot widths on lots 1-3 and 22-42 from 50 feet to 40 feet.
2. Reduce the 65 foot setback on North Point Parkway and Kimball Bridge Road to 20 feet with a landscape strip.
3. Reduce the interior street setbacks from 35 feet to 10 feet (private streets). Reduce the side setback to 0 feet with a minimum of 10 feet between structures. Reduce the rear setback on lots 14-21 from 20 feet to 10 feet.













TREE CONDITION STUDY

KIMBALL BRIDGE @
NORTHPOINT PARKWAY
ALPHARETTA GA
PROJECT: 1932

Prepared for:

The Providence Group of Georgia LLC
Dave Bocolucci
11340 Lakefield Drive, Suite 250
Johns Creek, GA 30097



PO BOX 870784
STONE MOUNTAIN GA 30087
☎ 678-344-6948
✉ 678-261-1498
WWW.ONEBARK.COM

TABLE OF CONTENTS

SPECIMEN TREE STUDY

Assignment.....	1
Background.....	1
Disclosure	1
Methodology	2
Inventory	2
Discussion.....	3
Recommendations	3
Certification	4

ASSIGNMENT

Analyze structural and physiological condition of hardwoods 24" DBH and greater, and pines 30" DBH and greater. Document problems that affect tree health and long-term viability. Document developing issues that affect the status of these trees as *Specimen* class trees.

BACKGROUND

Site visit and inspection occurred February 4, 2015

A property survey, including property boundaries, major features, and located trees, was provided to me in preparation of the assignment. Because the condition of trees may affect the design of the site, it is critical during the planning phase to have an understanding of the condition of each tree.

DISCLOSURE

Arborists cannot detect every condition that could possibly lead to the structural failure of a tree. Trees are living organisms that fail in ways we do not fully understand. Conditions are often hidden within trees and below ground. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances, or for a specified period of time. Likewise, remedial treatments and mitigation cannot be guaranteed. Clients may choose to accept or disregard the recommendations of the arborists, or to seek additional advice.

METHODOLOGY

INVENTORY

The entire site was traversed to locate each inventoried tree.

An inspection of each subject tree was conducted, using visual techniques and basic instruments standard for arboricultural inspection. The buttress roots, trunk, limbs, branches, twigs, leaves, and surrounding environment of each tree were reviewed.

Please refer to the Appendix for the results of the inventory. The table below defines the data gathered for each field of information:

ID	Prior to my site visit, each tree had been assigned a unique serial number (by others) with a corresponding stamped aluminum tag affixed to the trunk of the tree. The numbering is not sequential. Four additional specimen-size trees are identified by numbers assigned for this report, #201-204. These had not been marked in the field prior to my visit.
Species	North American common name is used for the tree
Size	Diameter at breast height (approximately 4.5') or diameter at narrowest point below stem splits was measured using a Lufkin Forestry diameter tape. General methodology follows that of the City of Alpharetta recommendations.
Condition	An overall condition was assigned based on tree vigor and structural conditions at the time of inspection. • Good - tree health is vigorous and structure is not problematic. Minor issues can be easily mitigated. • Fair – tree health may not be optimal and some stress may be present. Some structural problems might be present. Minor issues require attention. • Poor – tree vigor is not optimal, tree is stressed or possibly in a slow gradual decline. Tree structure is likely below average. Severe structural problem may exist. Tree may have less than 10 years of useful life. • Dead – Tree is dead. • Declining – Death is imminent, or useful life expectancy will end, within 15 years.
Status	Opinion as to whether the tree meets Specimen Tree criteria
Pathology	Diagnosis of any significant active pathologies
Form	General shape or structural classification of the tree and canopy
Comments	Narrative description of pertinent observations
Recommendation	Recommendations if needed or required

DISCUSSION

The condition of the trees on this parcel are average for a typical urban woodland.

The following criteria are used by the City of Alpharetta administrator to identify specimen trees. Both the size and condition criteria must be met for a tree to qualify.

Size Criteria

- Overstory Trees: 24-inches diameter or larger, pines 30-inches or larger
- Understory Trees: 8-inches diameter or larger

Condition Criteria

- Life expectancy of greater than fifteen (15) years
- Relatively sound and solid trunk with no extensive decay
- No more than one major and several minor dead limbs (hardwoods only).
- No major insect or pathological problem.

RECOMMENDATIONS

The information on forthcoming land surveys for submittal should be updated to reflect the tree sizes and species verifications made in the field. **Eleven (11) of the trees identified in the field clearly appear to meet specimen criteria (both on-site and boundary trees):**

#201, 202, 203, 204, 635, 637, 639, 769, 770, 771 & 773

CERTIFICATION

I certify that all of the statements made in this report are true, complete and correct to the best of my knowledge and belief, and are made in good faith.

1-31



Jesse Milton
Consulting Arborist
Board Certified Master Arborist, ISA # SO-1170B

February 5, 2015

ID: 201

Species: Tulip poplar

Status: **Specimen**

Size: 25

Condition: Fair

Pathology:

Form: Single

Comment: no significant problems

Recommend:



ID: 202

Species: Elm, slippery

Status: **Specimen**

Size: 30

Condition: Fair

Pathology:

Form: Single

Comment: no significant problems

Recommend:



ID: 203

Species: Tulip poplar

Status: **Specimen**

Size: 26

Condition: Fair

Pathology:

Form: Asymmetric

Comment: no significant problems

Recommend:



ID: 204

Species: Tulip poplar

Status: **Specimen**

Size: 26

Condition: Fair

Pathology:

Form: Asymmetric

Comment: no significant problems

Recommend:



ID: 634

Species: Maple, red

Status: **Not Specimen**

Size: 30

Condition: Defect

Pathology:

Form: Bifurcated

Comment: structural defect between codominant stems.

Recommend:



ID: 635

Species: Maple, red

Status: **Specimen**

Size: 26

Condition: Fair

Pathology:

Form: Bifurcated

Comment: some bark inclusion observed in lower trunk. Not yet problematic

Recommend:



ID: 636

Species: Maple, red

Status: **Not Specimen**

Size: 26

Condition: Poor

Pathology: Saprot of trunk

Form: Asymmetric

Comment: multiple regions of cambial and xylem dieback in lower trunk

Recommend:



ID: 637

Species: Elm, american

Status: **Specimen**

Size: 40

Condition: Fair

Pathology:

Form: Multiple trunks

Comment: bark inclusions near trunk base.
canopy is somewhat asymmetrical towards west.

Recommend:



ID: 639

Species: Pine, loblolly

Status: **Specimen**

Size: 35

Condition: Fair

Pathology:

Form: Single

Comment: vines growing on trunk face
somewhat a symmetrical.

Recommend:



ID: 642

Species: Tulip poplar

Status: **Not Specimen**

Size: 28

Condition: Declining

Pathology:

Form: Single

Comment: no significant problems

Recommend:



ID: 643

Species: Tulip poplar

Status: **Not Specimen**

Size: 24

Condition: Defect

Pathology: trunk decay

Form: Bifurcated

Comment: large trunk wound, closed; trunk resonant when tapped with mallet, indicating decay behind woundwood formation

Recommend:



ID: 645

Species: Pine, loblolly

Status: **Not Specimen**

Size: 31

Condition: Unsound

Pathology:

Form: Bifurcated

Comment: Trunk bifurcation is in a state of active failure. Radial crack, open, has developed below bifurcation.

Recommend:



ID: 648

Species: Pine, loblolly

Status: **Not Specimen**

Size: 35

Condition: Unsound

Pathology: Fusiform

Form: Single

Comment: Significant advanced canker with secondary decay infections at base.

Recommend:



ID: 650

Species: Sweetgum

Status: **Not Specimen**

Size: 24

Condition: Poor

Pathology: Buttress Decay

Form: Asymmetric

Comment: Large decaying wound at base of trunk

Recommend:



ID: 653

Species: Tulip poplar

Status: **Not Specimen**

Size: 30

Condition: Unsound

Pathology: Buttress Decay

Form: Single

Comment: Trunk is hollow; large open cavity at base

Recommend:



ID: 769

Species: Maple, red

Status: **Specimen**

Size: 36

Condition: Fair

Pathology:

Form:

Comment: Burley trunk; not problematic
Tree may not be located properly on survey.

Recommend:



ID: 770

Species: Tulip poplar

Status: **Specimen**

Size: 28

Condition: Fair

Pathology:

Form: Multiple trunks

Comment: small side them is dead and decayed, growing from
bottom of trunk

Recommend:



ID: 771

Species: Pine, loblolly

Status: **Specimen**

Size: 35

Condition: Good

Pathology:

Form: Single

Comment: no significant problems

Recommend:



ID: 772

Species: Tulip poplar

Status: **Not Specimen**

Size: 27/25

Condition: Defect

Pathology:

Form: Bifurcated

Comment: tree group is comprised of two widely angled trunks. decay exists at the base of the bark inclusion. Connective tissues are structurally problematic

Recommend:



ID: 773

Species: Pine, loblolly

Status: **Specimen**

Size: 32

Condition: Poor

Pathology: Fusiform

Form: multiple upper

Comment: large disease canker in lower trunk, below trifurcation.

Recommend:



Trees Selected for Study



SITE AREA= 12.4610 ACRES

SURVEY FOR
KB/400 PARTNERS
LAND LOTS 807, 808, 849, & 850
1st DISTRICT, 2nd SECTION
FULTON COUNTY, GEORGIA
CITY OF ALPHARETTA

DATE: DECEMBER 17, 1999
SCALE: 1"=50'
GRAPHIC SCALE - FEET
0 50 100 150
BATES-LONG & ASSOCIATES
11205 ALPHARETTA HWY., SUITE A-1
ROSWELL, GEORGIA 30076
PH 770-442-0282

Kimball Bridge Road Tract
City of Alpharetta, Georgia
Project Trip Generation Comparison

Existing Zoning

Trip Generation Analysis (9th Ed.)											
Existing Zoning											
Land Use			Intensity		Daily Trips	AM Peak Hour			PM Peak Hour		
						Total	In	Out	Total	In	Out
Proposed Site Traffic											
	210	Single-Family Detached Housing	0	d.u.	0	0	0	0	0	0	
	230	Residential Condominium/Townhouse	0	d.u.	0	0	0	0	0	0	
	710	General Office Building	211,515	s.f.	2,320	348	306	42	315	54	
	912	Drive-in Bank*	4,000	s.f.	593	48	27	21	97	49	
	Gross Trips				2,913	396	333	63	412	103	

Source: Institute of Transportation Engineers' (ITE) *Trip Generation Manual*, 9th Ed., 2012

* A bank was assumed for the 2-acre outparcel under existing zoning conditions.

Proposed Use (CUP)

Trip Generation Analysis (9th Ed.)											
Proposed Zoning											
Land Use			Intensity		Daily Trips	AM Peak Hour			PM Peak Hour		
						Total	In	Out	Total	In	Out
Proposed Site Traffic											
	210	Single-Family Detached Housing	59	d.u.	646	51	13	38	65	41	24
	230	Residential Condominium/Townhouse	37	d.u.	271	23	4	19	27	18	9
	710	General Office Building	0	s.f.	0	0	0	0	0	0	0
	912	Drive-in Bank	0	s.f.	0	0	0	0	0	0	0
	Gross Trips				917	74	17	57	92	59	33

Source: Institute of Transportation Engineers' (ITE) *Trip Generation Manual*, 9th Ed., 2012

Comparison Summary

The proposed Kimball Bridge Road Tract residential development is projected to generate less development traffic compared to the projected development traffic with build-out of the existing property's zoning.

The proposed land uses and densities are projected to generate approximately 69% fewer daily trips, 81% fewer AM peak hour trips, and 78% fewer PM peak hour trips, compared to the land uses and densities under existing zoning.

ROLADER & ROLADER, P.C.

ATTORNEYS AND COUNSELORS AT LAW
1865 LOCKEWAY DRIVE, SUITE 601
ALPHARETTA, GEORGIA 30004
Telephone (770) 442-0330
Fax (770) 442-0641
www.roladerandrolader.com

DONALD A. ROLADER
don@roladerandrolader.com

D.W. "Pete" ROLADER
1924 - 2011

March 10, 2017

Mayor and City Council
City of Alpharetta, Georgia
2 Park Plaza
Alpharetta, Georgia 30009

RE: Application 1699 Land Company, LLC for Amendment to Master Plan, Rezoning from O&I to R-8 A/D, Comprehensive Plan Amendment and Variances on 12.4 acres on North Point Parkway, City of Alpharetta, Fulton County, Georgia owned by Courtenay Partners, LLC. KB 400 Master Plan **REVISED LETTER OF INTENT**

Dear Mayor and Councilpersons:

This firm represents 1699 Land Company, LLC, the Applicant, seeking approval of this Comprehensive Plan Amendment, Amendment to the Master Plan, Rezoning from O&I to R-8 A/D and Variances. This letter shall be construed as the Revised Letter of Intent for this Application, and shall replace the original Letter of Intent filed with the initial application.

The subject property contains approximately 12.4 acres and is located on the south side of North Point Parkway at Kimball Bridge Road. To the north across North Point Parkway is property zoned and developed O&I and the Braeden Subdivision. To the east across Kimball Bridge Road is property zoned O&I (Siemens). To the south is New Prospect Elementary School, the Kimball Farms subdivision and The Palisades Subdivision. To the west on North Point Parkway is property zoned O&I.

Applicant proposes to rezone the property R-8 A/D *"For-Sale", Attached/Detached Residential-Medium Density* and construct 61 detached, for sale, single family residences in a gated community with private streets. The minimum lot size is 4,500 square feet and homes will be a minimum of 2,400 square feet. The development will contain 2.09 acres of open space, including parks and a trail. The density and design are similar to Braeden and Palisades, nearby residential communities. Home prices are projected to begin at \$500,000.00. The gated entry will prevent cut-through vehicular traffic, while pedestrian gates will provide access from the community to the sidewalks on North Point Parkway and Kimball Bridge Road.

Mayor and City Council
March 10, 2017
Page Two

Traffic generated by this development will be 82% less than that which could be generated by O&I Corporate Office development for which the property is presently approved. The number of housing units has been reduced by 36% (96 to 61) since the original application, and the townhome product has been eliminated.

Applicant requests three variances to the UDC. First, Applicant seeks to reduce the lot width on lots 43-61 from 50 feet to 45 feet, and to reduce it to 40 feet on lots 1-3 and 22-42. Second, Applicant seeks to reduce the setbacks along North Point Parkway and Kimball Bridge Road from 65 feet to 20 feet with a landscape strip. Third (Lot Setbacks), the Applicant seeks to reduce (a) the front building setback on internal streets from 35 feet to 10 feet, (b) reduce the side setbacks to zero feet with a minimum of 10 feet between homes, and (c) reduce the rear setback on lots 4-21 from 20 feet to 10 feet.

The impact on the surrounding area would be minimal compared to high density office development for which the property is currently zoned, and will fill an existing need for quality single family housing in the area. The Comprehensive Plan should be amended to show this property as designated for residential use, which is presently the highest and best use for the property. This designation will have far less impact on facilities and services than the current Corporate Office designation.

The granting of this Zoning Application will have no negative impact on adjoining or nearby properties, but will provide a compatible, transitional use. This development will not unduly tax any City of Alpharetta services, including, but not limited to, fire and police protection, water service and garbage collection. Presently sewer is available through Fulton County. The development will have minimal impact on the Fulton County School System. To fail to approve this Application will be of no benefit to the citizens of Alpharetta, Georgia while causing a financial burden upon the property owners and the developer. There is a current demand for high quality housing near office campus development, and that demand is increasing presently. Offering residences near substantial office development significantly reduce overall traffic and permit employees to work near home. Applicant has an outstanding track record for quality residential development in North metro Atlanta.

Applicant has attached Constitutional Objections to this Revised Letter of Intent, and incorporates it herein by reference.

Mayor and City Council
March 10, 2017
Page Three

Property owner respectfully requests that the Mayor and City Council approve this Application for Comprehensive Plan Amendment, Master Plan Amendment, Rezoning and the Variances requested to allow the use of the property as indicated on the site plan.

Very truly yours,
ROLADER & ROLADER, P.C.


Donald A. Rolader

DAR/ddf

CONSTITUTIONAL OBJECTIONS

Georgia Law and the procedures of the City of Alpharetta require us to raise Federal and State Constitutional objections during the rezoning application process. While the Owner anticipates a smooth application process, failure to raise constitutional objections at this stage may mean that the owner will be barred from raising important legal claims later in the process. Accordingly, we are required to raise the following constitutional objections at this time:

A denial of the Application would be unconstitutional in that it would destroy the Owner's property rights without first paying fair, adequate and just compensation for such rights, in violation of Article I, Section I, Paragraph I of the Constitution of the State of Georgia of 1983, Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983 and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

Any application of the Code of the City of Alpharetta, or the Unified Development Code of the City of Alpharetta, to the Subject Property that prohibits the Owner from developing the Subject Property as proposed is unconstitutional, illegal, null and void because such an application constitutes a taking of the Owner's property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States, Article I, Section I, Paragraph I, and Article I, Section III, Paragraph I, of the Constitution of the State of Georgia of 1983 and a violation of the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States because such an application denies the Owner an economically viable use of its land while not substantially advancing legitimate state interests.

A denial of this Application would also constitute an arbitrary and capricious act by the City of Alpharetta without any rational basis therefore, thereby constituting an abuse of discretion in violation of Article I, Section I, Paragraph I of the Constitution of the State of Georgia of 1983, Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983 and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

A refusal by the City of Alpharetta to grant the Application would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Owner and Owners of similarly situated property in violation of Article I,

Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Any approval of the Application that subjects the Subject Property to conditions that are different from the conditions requested by the Owner, to the extent such different conditions would have the effect of further restricting the Owner's utilization of the Subject Property, would also constitute an arbitrary, capricious and discriminatory act in zoning the Subject Property to an unconstitutional category and would likewise violate each of the provisions of the State and Federal Constitutions set forth hereinabove.

In addition, this constitutes formal written notice to City of Alpharetta, pursuant to O.C.G.A. § 36-33-5, that the Owner plans to seek to recover all damages that it sustains or suffers as a result of the denial of this Application and/or the unconstitutional zoning of the Subject Property by the City of Alpharetta. Such damages may include, but are not necessarily limited to, damages related to the diminution in the value of the Subject Property, attorneys' fees and expenses of litigation.

Accordingly, the Owner respectfully requests that the City of Alpharetta grant the Application as requested.

ROLADER & ROLADER, P.C.

By: 
Donald A. Rolader
Attorney for Owner

1865 Lockeway Drive
Suite 601
Alpharetta, GA 30004
770-442-0330

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

CUP-15-01/MP-15-01/Z-15-01/V-15-01
1699 LAND COMPANY, LLC

☐ 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."*
5. *Applications will be accepted only 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: 1699 Land Company, LLC
Alex Tetterton

Telephone: 678-252-2500

Address: 1424 N. Brown Road

Suite: 100

City Lawrenceville

State: GA

Zip: 30043

Fax: _____

Mobile Tel: _____

Email: _____

Subject Property Information:

Address: North Point Parkway at Kimball Bridge Road

Current Zoning: O-I

District: 1

Section: 2

Land Lot: 849 & 850

Parcel ID: 12-2860-0807-032-8 12-2990-0849-052-9

Proposed Zoning: CUP

Current Use: Vacant

This Application For (Check All That Apply):

☐ Conditional Use

☒ Master Plan Amendment

☒ Rezoning

☐ Master Plan Review

☒ Variance

☐ Public Hearing

☒ Comprehensive Plan Amendment

☐ Other (Specify): _____

APPLICANT REQUEST AND INTENT

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

Single family homes.

Applicant's Request (Please itemize the proposal):

Applicant requests rezoning from O&I to CUP and a variance to the 100 acre minimum for CUP zoning.

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

Applicant intends to develop a residential subdivision of 87 homes (37 town homes and 50 single family homes).

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

The proposal will provide high quality housing close to office campus uses, which is desirable. The housing component created will be an ideal transition from existing office use to nearby single family homes.

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

The proposal will have no negative effect on the use and value of nearby properties. It is a complimentary use with lower impact than surrounding uses.

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

The property cannot be developed as zoned O&I. It has been on the market zoned O&I for 15 years with no offers. There are significant vacancies in nearby office buildings and other vacant land available zoned O&I.

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

The project will produce far less traffic and population than would an office project at presently permitted densities.

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

The impact on schools will be minimal. The impact on utilities will be far less than an office development at presently permitted densities.

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

It is inconsistent with the current plan.

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

There is sufficient land available for O&I needs for the future, and there is a need for quality single family homes near office development. The development will be desirable and readily accessible to shopping, restaurants and the greenway.

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

BOARD OF ZONING APPEALS REVIEW CRITERIA

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

A - Applicant seeks to reduce the lot widths on Lots 43-61 from 50' to 45'.

B - Applicant seeks to reduce the lot widths on Lots 1-3 and 22-42 from 50' to 40'.

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

The topography slopes from east to west. A substantial portion of the property is located in floodplain, stream buffers and sewer easements. The property slopes downward severely from North Point Parkway and Kimball Bridge Road.

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

The application of Zoning Code standards would expand the home sites closer to buffers and wetland areas. The homes on lots 1-3 and 22-42 will have rear entry garages which are not visible from public streets, giving the appearance of a wider home product. Lots 43 - 61 are interior lots not visible to the public. Requiring standard setbacks would relocate the detention pond, threaten existing trees and increase impervious surface with no resulting gain to the City.

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

There are substantial stream buffers, wetlands and trees on the western boundary worthy of preservation. The property fronts two major collector roads and lies well below the elevations of North Point Parkway and Kimball Bridge Road. The raised road elevations create a hardship in developing a subdivision.

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

Permitting this Variance will cause no detriment to the public good, or will it impair the purpose and intent of the Zoning Code. There is precedent for allowing lot width variances in R-B A/D developments.

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

BOARD OF ZONING APPEALS REVIEW CRITERIA

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

Applicant requests a Variance to reduce the front setbacks on North Point Parkway and Kimball Bridge Road from 65' to 20' with a landscape strip.

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

The property is below the elevation of North Point Parkway and Kimball Bridge Road. Neither road frontage abuts residential development. The adjoining properties are developed as Corporate Office uses. Property Owner has previously conveyed right-of-way on Kimball Bridge Road for right-of-way improvements without charge to the City, reducing the footprint of developable property. If setbacks are not reduced, the homes will face an earthen bank on the right-of-way and road traffic will see only rooftops. The appearance would be undesirable and the product would not be marketable. Variance allows homes to be near street level with decorative walls of stone or brick columns with architectural picket fences with a gate leading to each home.

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

Application of Zoning Code standards would create a hardship to Applicant in reducing the number of and/or altering the uniform shape of the lots in the subdivision with no corresponding benefit to the City. Granting the Variance gives benefit in exchange for the previous contribution of right-of-way, and the overall appearance of the road frontage of the subdivision.

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

The property is much lower than the rights of way of North Point Parkway and Kimball Bridge Road. The western boundary of the property contains wetlands, stream buffers, sewer easements and substantial trees. Locating the homes closer to the streets enhances to appearance of the street frontage.

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

Granting the requested Variance would cause no detriment to the public good nor cause any threat to the safety or health of the citizens. The granting of the Variance does not impair the purpose or intent of the Zoning Ordinance. There is no benefit to anyone by enforcing the standards. There is benefit to the City and the Applicant due to the topography of the property.

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

BOARD OF ZONING APPEALS REVIEW CRITERIA

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

Applicant requests Variance to lot setback requirements, as follows:

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

The property is generally lower than North Point Parkway and Kimball Bridge Road. The topography is steep. The planned subdivision will be gated with no public vehicular access and will have private streets. There will be no public streets in the development.

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

Yes, as to A, B & C. For "A" the streets are private and internal. Enforcement of the standard 35' setback would require construction of smaller, less valuable homes. For "B", lots 43-61 are rear alley entry lots with no driveways beside the homes. Zero setbacks with 10' minimum distance between homes permits construction of larger, more desirable homes. For "C", reducing the rear setback to allow construction of larger homes with no impact to the public. Lots 4-13 abut a wooded bank at the rear of the school property and lots 14-21 abut open land which is a part of the development.

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

The property is peculiar in that (i) the south boundary abuts a wooded bank on public school property; (ii) the internal streets are private and not accessible or visible to the public, and (iii) a portion of the lots are served by rear entry alleys. This development is not a standard, residential subdivision design, and the standard setbacks provide no benefit to the public.

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

Granting these Variances causes no detriment to the public good and only affects the subdivision itself. Granting these variances increases the value of the housing product, but does not impair the purpose and intent of the Zoning Code.

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

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Courtenay Partners, LLC (Ralph G. Edwards, Jr.)

Telephone: 404 364-0022

Address: 3520 Piedmont Road, N.E.

Suite: 400 125

City Atlanta

State: GA

Zip: 30305

- 1516

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 _____

Identify Authorized Applicant:

Name of Authorized Applicant: _____

Telephone: _____

Address: _____

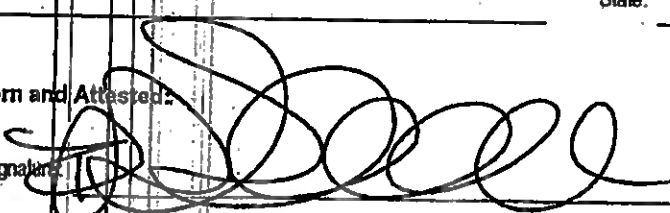
Suite: _____

City _____

State: _____

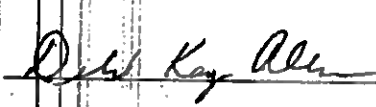
Zip: _____

So Sworn and Attested:

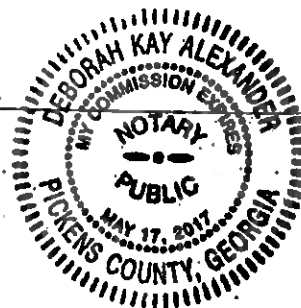
Owner Signature: 

Date: 12-29-14

Notary:

Notary Signature: 

Date: 12/29/14



PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Courtenay Partners, LLC (Ralph G. Edwards, Jr.)

Telephone: 404-364-0022

Address: 3520 Piedmont Road

Suite: 125

City Atlanta

State: GA

Zip: 30305

- 1516

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.

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☐ Land Use Application

☒ Other

Comprehensive Plan Amendment

Identify Authorized Applicant:

Name of Authorized Applicant: 1699 Land Company, LLC

Telephone: 678-252-2500

Address: 1424 N. Brown Road

Suite: 100

City Lawrenceville

State: GA

Zip: 30043

-

So Sworn and Attested:

Owner Signature: _____

Date: _____

Notary: _____

Notary Signature: _____

Date: _____

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: 1699 Land Company, LLC

Subject Public Hearing Case:

Campaign Contribution Information:

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

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

Name of Official: n/a

Position: n/a

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:


Alex Tetterton

Date:

1/5/2015

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: _____

Contact Name: Don Rólader _____

Telephone: 770-442-0330 _____

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 those property owners listed on Exhibit A attached hereto

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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.

Property Owners within 500 feet of subject property:

Frank and Cindy Meertens
2975 Rock Mill Road
Alpharetta, GA 30022

Scope Academy, Inc.
3105 Kimball Bridge Road
Alpharetta, GA 30022

Paul and Karen Duffley
905 Gunter Court
Alpharetta, GA 30022

Jayantha and Irandathy Rodgico
900 Gunter Court
Alpharetta, GA 30022

Wachovia Bank National Association
PO Box 2609
Carlsbad, CA 92018-2609

Sugaroak Kimball Royal LLC
Attn: Philip Nickles
481 Carlisle Drive
Herndon, VA 20170-4830

Samantha Assoc. LLC
3520 Piedmont Road, NE
Suite 125
Atlanta, GA 30305-1516

Win Desmet
1010 Seale Drive
Alpharetta, GA 30022

Terrence and Morgan Moraczewski
910 Gunter Court
Alpharetta, GA 30022

Fulton County Board of Education
786 Cleveland Avenue
Atlanta, GA 30315

Murali Mohan Naredry and Sindhu Chamala
2995 Rock Mill Road
Alpharetta, GA 30022

Development Authority of Fulton County
5055 North Point Parkway
Alpharetta, GA 30022

City of Alpharetta
2 Park Plaza
Alpharetta, GA 30009

Talcott III Two Hundred Milton Park LLC
1 Financial Plaza
Hartford, CT 06103

Royal Forest Partners LLC
PO Box 93809
Atlanta, GA 30359

Four Hundred Crestline LLC
3000 Royal Blvd S
Alpharetta, GA 30022-4432

Kimball Bridge Holdings LLC
3350 Riverwood Parkway SE
Suite 1600
Atlanta, GA 30339-3359

Pla Milton Park LLC
200 W. Monroe Street
Suite 2200
Chicago, IL 60606

Kimball Bridge Road Tract
City of Alpharetta, Georgia
Project Trip Generation Comparison

Existing Zoning

Trip Generation Analysis (9th Ed.)									
Existing Zoning									
Land Use		Intensity	Daily Trips	AM Peak Hour			PM Peak Hour		
				Total	In	Out	Total	In	Out
Proposed Site Traffic									
210	Single-Family Detached Housing	0 d.u.	0	0	0	0	0	0	0
230	Residential Condominium/Townhouse	0 d.u.	0	0	0	0	0	0	0
710	General Office Building	211,515 s.f.	2,320	348	306	42	315	54	261
912	Drive-in Bank*	4,000 s.f.	593	48	27	21	97	49	48
Gross Trips			2,913	396	333	63	412	103	309

Source: Institute of Transportation Engineers' (ITE) *Trip Generation Manual*, 9th Ed., 2012

* A bank was assumed for the 2-acre outparcel under existing zoning conditions.

Proposed Use (CUP)

Trip Generation Analysis (9th Ed.)									
Proposed Zoning									
Land Use	Intensity	Daily Trips	AM Peak Hour			PM Peak Hour			
			Total	In	Out	Total	In	Out	
Proposed Site Traffic									
210	Single-Family Detached Housing	59 d.u.	646	51	13	38	65	41	24
230	Residential Condominium/Townhouse	37 d.u.	271	23	4	19	27	18	9
710	General Office Building	0 s.f.	0	0	0	0	0	0	0
912	Drive-in Bank	0 s.f.	0	0	0	0	0	0	0
Gross Trips									
			917	74	17	57	92	59	33

Source: Institute of Transportation Engineers (ITE)

Source: Institute of Transportation Engineers' (ITE) *Trip Generation Manual*, 9th Ed., 2012

Comparison Summary

The proposed Kimball Bridge Road Tract residential development is projected to generate less development traffic compared to the projected development traffic with build-out of the existing property's zoning.

The proposed land uses and densities are projected to generate approximately 69% fewer daily trips, 81% fewer AM peak hour trips, and 78% fewer PM peak hour trips, compared to the land uses and densities under existing zoning.

Kimley»Horn

January 5, 2015

EXHIBIT "A"

ALL THAT TRACT OR PARCEL of land lying and being in the City of Alpharetta, in Land Lots 807, 808, 849, and 850 of the 1st District, 2nd Section, Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at a concrete monument found on the southeastern right-of-way line of North Point Parkway (130-foot right-of-way), said concrete monument found also being located at the northwestern corner of the mitered intersection of the southeastern right-of-way line of North Point Parkway and the southwestern right-of-way line of Kimball Bridge Road (60-foot right-of-way); running thence along said mitered intersection, south 46 degrees 26 minutes 28 seconds east a distance of 48.62 feet to a point located on the southwestern right-of-way line of Kimball Bridge Road; running thence southeasterly along the arc of a curve to the left in said right-of-way line, said arc being subtended by a chord line having a bearing of south 22 degrees 10 minutes 30 seconds east and a length of 507.27 feet, said curve having a radius of 986.90 feet, an arc distance of 513.03 feet to an iron pin found; thence leaving the southwestern right-of-way line of Kimball Bridge Road, and running south 72 degrees 40 minutes 29 seconds west a distance of 986.33 feet to a point located in the centerline of a creek; running thence along the centerline of said creek the following courses and distances: north 31 degrees 51 minutes 13 seconds west 14.79 feet to a point; north 29 degrees 56 minutes 34 seconds east 46.18 feet to a point; north 15 degrees 09 minutes 55 seconds west 64.57 feet to a point; north 58 degrees 12 minutes 41 seconds west 32.16 feet to a point; north 26 degrees 20 minutes 05 seconds west 34.52 feet to a point; north 34 degrees 12 minutes 52 seconds west 99.83 feet to a point; north 03 degrees 00 minutes 29 seconds west 40.90 feet to a point; north 38 degrees 01 minute 30 seconds west 54.32 feet to a point; and north 24 degrees 20 minutes 04 seconds west 50.69 feet to a point located on the southeastern right-of-way line of North Point Parkway; running thence northeasterly along the arc of a curve to the right in said right-of-way line, said arc being subtended by a chord line having a bearing of north 60 degrees 21 minutes 58 seconds east and a length of 847.45 feet, said curve having a radius of 889.93 feet, an arc distance of 883.26 feet to a concrete monument found; continuing thence along said right-of-way line, north 88 degrees 48 minutes 32 seconds east a distance of 135.22 feet to the concrete monument found at the **POINT OF BEGINNING**; according to Survey for "KB/400 Partners," dated December 17, 1999, prepared by Bates-Long & Associates, under the seal and certification of Fred Wilson Long, Georgia Registered Land Surveyor No. 1685; said tract of land containing 12.4610 acres according to said survey, which survey is incorporated herein and made a part hereof by reference.

LESS AND EXCEPT that portion of the above-described property conveyed by Courtenay Partners, LLC to The City of Alpharetta for the widening of Kimball Bridge Road by that Right of Way Deed dated December 5, 2008, recorded in Deed Book 47501, Page 653 of the Records of the Clerk of the Superior Court of Fulton, County, Georgia.



City Council Meeting STAFF REPORT

Submitting Department: Community Development

Submitted By:

Meeting Date: August 21, 2017

I. AGENDA ITEM TITLE: PH-17-24 LOWE LANE PRIVATE STREETS AND GATED COMMUNITY (COUNCIL ONLY)

CONSIDERATION OF A REQUEST TO ALLOW PRIVATE STREETS WITHIN A GATED COMMUNITY. THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOCATED IN LAND LOTS 522 AND 523, 1ST DISTRICT, 2ND SECTION, FULTON COUNTY, GEORGIA.

II. RECOMMENDATION:

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:

Council Agenda Report, FLUP Map, Aerial Map, Zoning Map, Site Plan, Location Map, Tree Survey, Specimen Tree Report, Citizen Part B Report, Application



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT

SUBMITTED BY: KATHI COOK

DRAFTED BY: MICHAEL WOODMAN

I. AGENDA ITEM TITLE: PH-17-24 LOWE LANE/OLD ROSWELL ROAD - PRIVATE STREETS & GATED COMMUNITY

CITY COUNCIL: AUGUST 21, 2017

II. RECOMMENDATION:

Approve PH-17-24 Lowe Lane/Old Roswell Road – Private Streets & Gated Community subject to the following conditions:

1. Property shall be developed substantially in accordance with submitted plan by PEC, dated July 3, 2017. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.
2. The use of the subject property shall be restricted to 'Dwelling, 'For-Sale' Attached'.
3. Project entrance shall be landscaped as depicted on the front entrance planting plan prepared by 360 Studio and PEC, as approved by Staff.
4. Units 1-4 shall front Old Roswell Road. The rear of Units 56-59 shall require decorative architecture approved by Staff or shall be fully screened from view.
5. No more than 10% of the residential units shall be permitted to be rented, as recorded in the HOA's declarations and covenants.

III. REPORT IN BRIEF:

The applicant, Lennar Georgia, Inc., requests private streets within a gated residential community resulting from the redevelopment of the 12.89-acre Old Roswell Villas & Townhomes subdivision. If approved, local streets within the proposed 'For-Sale' townhome community will be private and gated. The Lowe Lane/Old Roswell Road development is located on the north side of Old Roswell Road, just west of Warsaw Road.

DISCUSSION

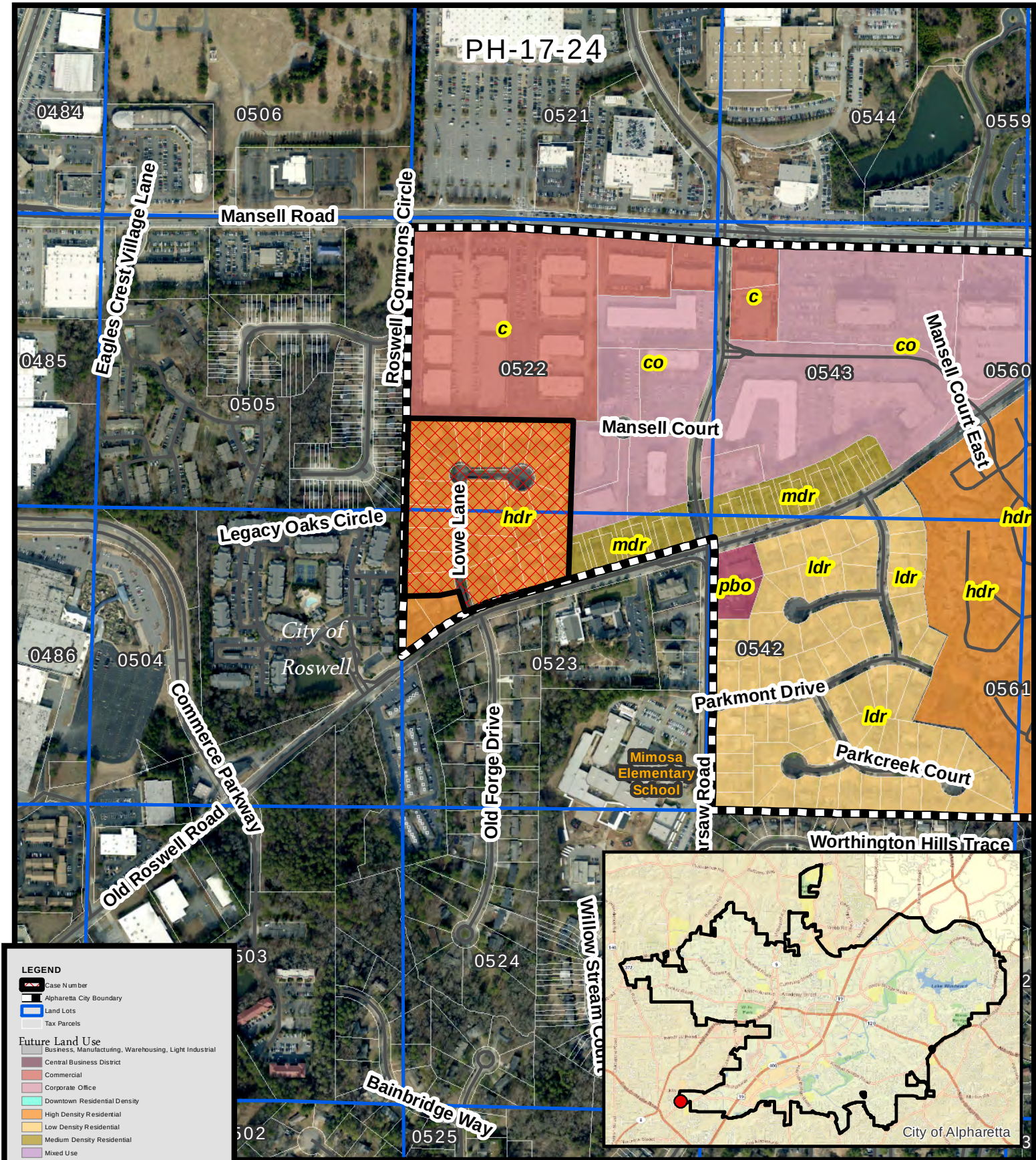
New internal streets are proposed to be private and the subdivision will be gated. Through a separate public hearing item, the applicant has requested abandonment of the Lowe Lane right-of-way. Lennar Georgia, Inc. has assembled properties in the Old Roswell Villas & Townhomes subdivision and proposes to redevelop the property with a 128-unit 'For-Sale' townhome community. The property is zoned R-10M, which permits a density of up to ten (10) dwelling units per acre and allows both 'For-Rent' and 'For-Sale' residential product.

CONCURRENCES

City departments were consulted on this issue and expressed no concerns with the applicant's request.

IV. ATTACHMENTS:

- Site Plan
- Entrance Landscape Plan
- Building Elevations

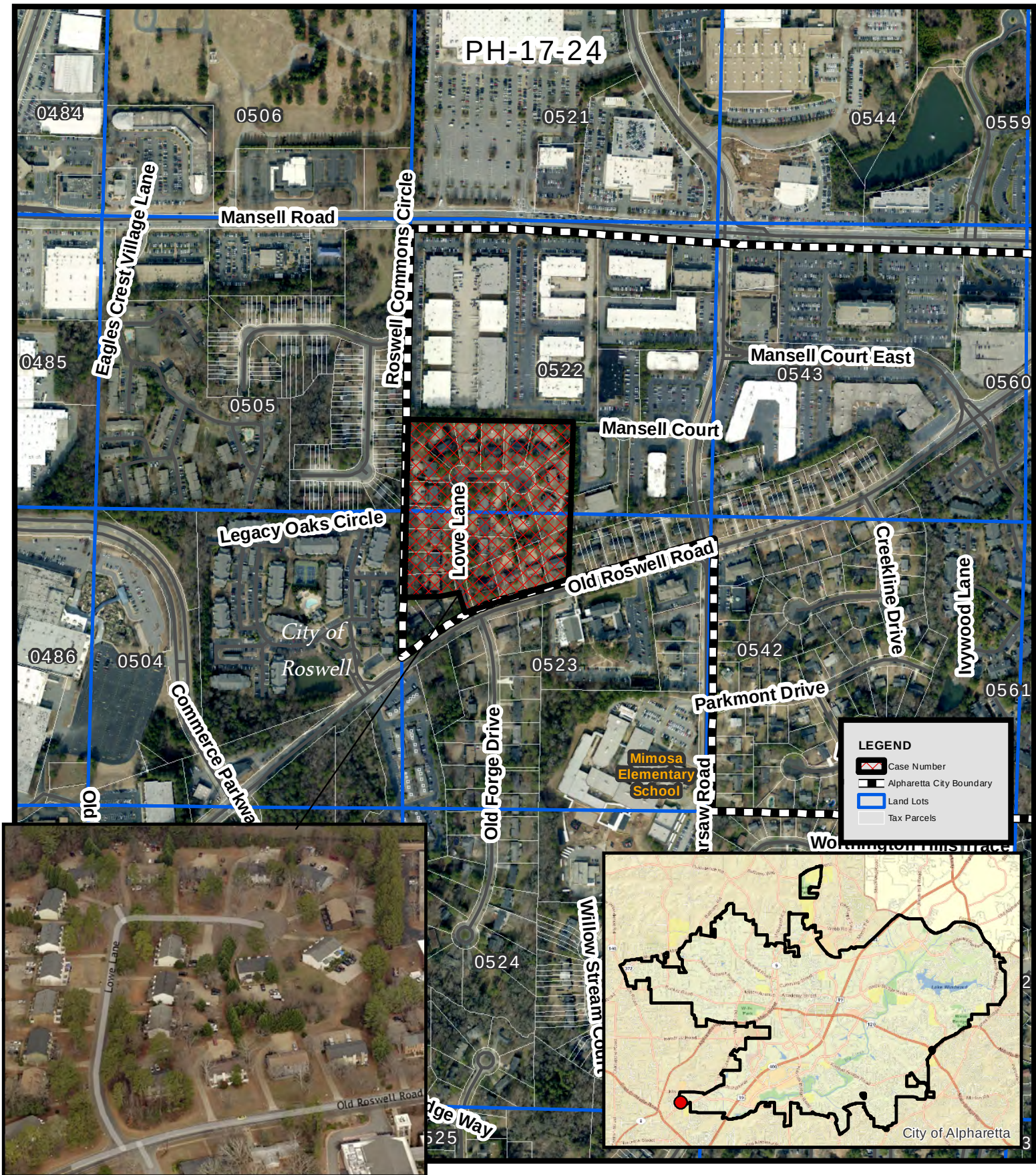


Future Land Use Lowe Lane Gated Community

PH-17-24
D/LL: 1/2/522, 523
CC: 08/21/17



Location Map Provided by:
Community Development - GIS

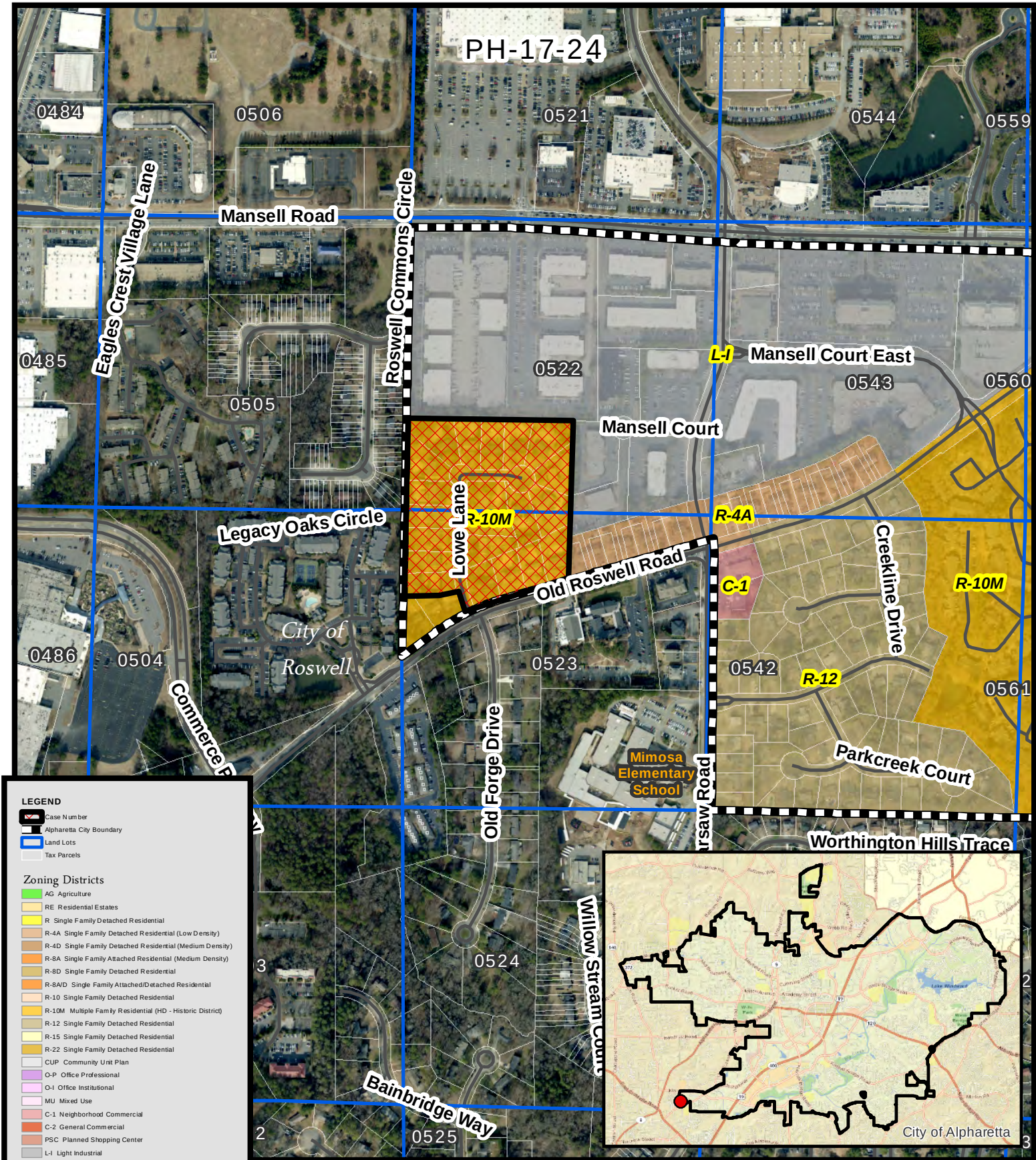


Aerial Map Lowe Lane Gated Community

PH-17-24
D/LL: 1/2/522, 523
CC: 08/21/17



Location Map Provided by:
Community Development - GIS

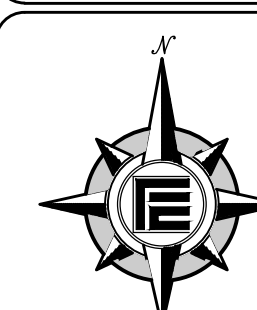


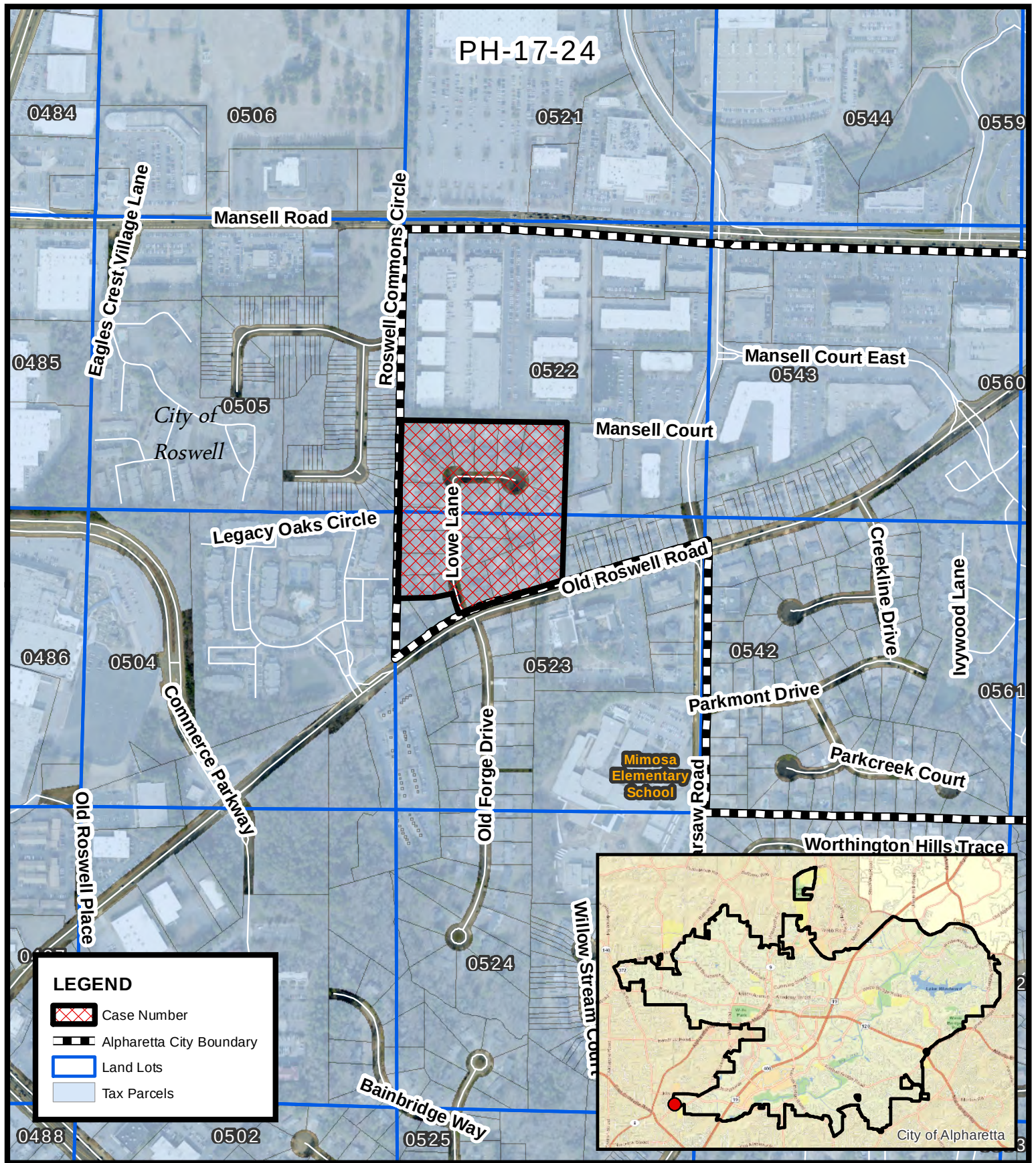
Zoning Map Lowe Lane Gated Community

PH-17-24
D/LL: 1/2/522, 523
CC: 08/21/17

Location Map Provided by:
Community Development - GIS







Location Map Low Lane Gated Community

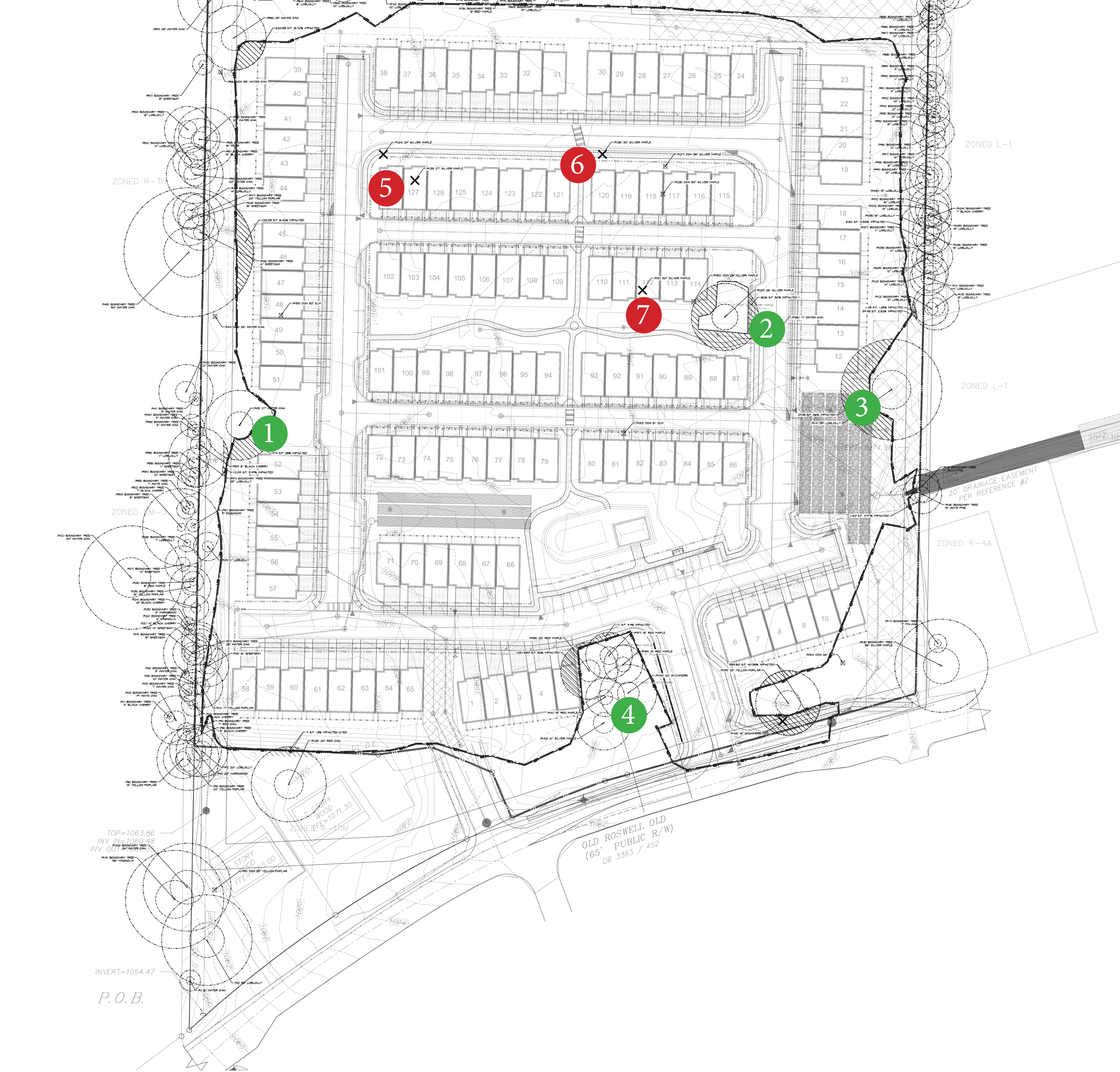
PH-17-24
D/LL: 1/2/522, 523
CC: 08/21/17



Location Map Provided by:
Community Development - GIS

TREE LEGEND:

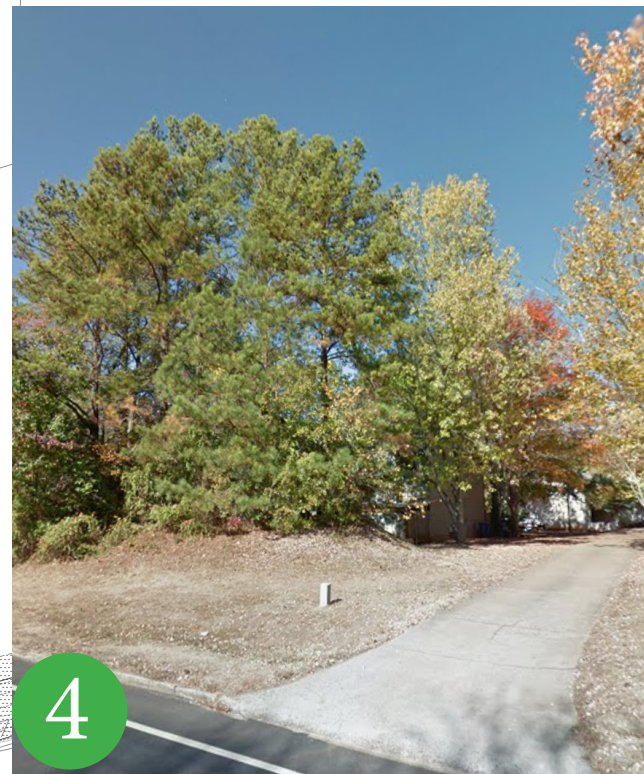
- ✕ TREE(S) TO BE REMOVED
- STRUCTURAL ROOT PLATE OF TREES TO BE SAVED
- CRZ OF TREES TO BE SAVED
- ✕ DEAD, DYING AND/OR HAZARDOUS TREES TO BE REMOVED
- ▨ EXISTING TREE SAVE AREAS THAT WILL BE COUNTED TOWARDS SITE DENSITY
- TREE PROTECTION FENCE



TREE LOCATION PLAN
SCALE 1"=60'-0"



#43 - 27" WATER OAK
TO BE SAVED BY DESIGN FEATURE



TREE GROUPING :
#137 - 18" Red Maple
#138 - 22" Red Maple
#139 - 15" Red Maple
#140 - 22" Sycamore
#141 - 15" Red Maple
#142 - 21" Silver Maple
TO BE SAVED BY DESIGN FEATURE



#131 - 30" SILVER MAPLE
TO BE REMOVED



#129 - 26" SILVER MAPLE
TO BE SAVED BY DESIGN FEATURE



#124 - 29" SILVER MAPLE & #125 - 27" SILVER MAPLE
TO BE REMOVED



#129 - 26" SILVER MAPLE
TO BE SAVED BY DESIGN FEATURE



#126 32" SILVER MAPLE
TO BE REMOVED

NO.	DBH	Species	Boundary tree	Preserve	Remove	DDH
1	8	Water Oak		0.4		
2	35	Loblolly		5.0		DDH
3	35	Yellow Poplar				
4	20	Hardwood				
5	24	Yellow Poplar	BOUNDARY TREE			
6	15	Yellow Poplar	BOUNDARY TREE			
7	20	Loblolly		2.6		
8	5	Black Cherry	BOUNDARY TREE			
9	7	Red Oak	BOUNDARY TREE			
10	19	White Oak	BOUNDARY TREE			
11	4	Black Cherry	BOUNDARY TREE			
12	9	Black Cherry	BOUNDARY TREE			
13	7	Water Oak	BOUNDARY TREE			
14	17	Yellow Poplar		1.8		
15	20	Water Oak	BOUNDARY TREE			
16	3	Water Oak	BOUNDARY TREE			
17	23	Water Oak		1.8		
18	15	Sweetgum				
19	15	Sweetgum	BOUNDARY TREE	1.2		
20	14	Sweetgum		1.2		
21	14	Black Cherry				
22	4	Magnolia	BOUNDARY TREE			
23	5	Hardwood	BOUNDARY TREE			
24	10	Black Cherry	BOUNDARY TREE			
25	16	Yellow Poplar	BOUNDARY TREE			
26	8	Red Maple	BOUNDARY TREE			
27	14	Sweetgum	BOUNDARY TREE			
28	7	Loblolly	BOUNDARY TREE			
29	11	Loblolly		0.6		
30	8	Sweetgum	BOUNDARY TREE			
31	5	Dogwood	BOUNDARY TREE			
32	7	Black Cherry	BOUNDARY TREE			
33	7	White Oak	BOUNDARY TREE			
34	10	Sweetgum	BOUNDARY TREE			
35	11	Sweetgum	BOUNDARY TREE			
36	11	Loblolly	BOUNDARY TREE			
37	23	Loblolly	BOUNDARY TREE			DDH
38	6	Water Oak	BOUNDARY TREE			
39	8	Black Cherry		0.4		
40	9	Water Oak	BOUNDARY TREE			
41	5	Water Oak	BOUNDARY TREE			
42	21	Water Oak		3.8		
43	27	Water Oak				DDH
44	28	Water Oak				DDH
45	30	Water Oak	BOUNDARY TREE			
46	14	Sweetgum	BOUNDARY TREE			
47	20	Yellow Poplar	BOUNDARY TREE			
48	18	Sweetgum	BOUNDARY TREE			
49	14	Loblolly	BOUNDARY TREE			
50	22	Water Oak	BOUNDARY TREE			
51	15	Black Cherry	BOUNDARY TREE			
52	14	Loblolly	BOUNDARY TREE			
53	16	Bear	BOUNDARY TREE			
54	18	Loblolly	BOUNDARY TREE			
55	24	Water Oak				DDH
56	33	Water Oak				
57	8	Sweetgum	BOUNDARY TREE			
58	25	Water Oak		3.4		
59	25	Water Oak		3.4		
60	15	Water Oak	BOUNDARY TREE			
61	10	Loblolly	BOUNDARY TREE			
62	10	Loblolly	BOUNDARY TREE			
63	14	Loblolly	BOUNDARY TREE			
64	8	Loblolly	BOUNDARY TREE			
65	14	Loblolly	BOUNDARY TREE			
66	10	Loblolly	BOUNDARY TREE			
67	14	Loblolly	BOUNDARY TREE			
68	14	Loblolly	BOUNDARY TREE			
69	12	Loblolly	BOUNDARY TREE			
70	10	Loblolly	BOUNDARY TREE			
71	16	Loblolly	BOUNDARY TREE			
72	10	Loblolly	BOUNDARY TREE			
73	8	Loblolly	BOUNDARY TREE			
74	11	Loblolly	BOUNDARY TREE			
75	12	Loblolly	BOUNDARY TREE			
76	5	Red Maple	BOUNDARY TREE			
77	17	Loblolly	BOUNDARY TREE			
78	17	Loblolly	BOUNDARY TREE			
79	12	Loblolly	BOUNDARY TREE			
80	19	Loblolly	BOUNDARY TREE			
81	8	Loblolly	BOUNDARY TREE			
82	15	Loblolly	BOUNDARY TREE			
83	9	Loblolly	BOUNDARY TREE			
84	16	Loblolly	BOUNDARY TREE			
85	11	Loblolly	BOUNDARY TREE			
86	9	Loblolly	BOUNDARY TREE			
87	10	Loblolly	BOUNDARY TREE			
88	13	Loblolly	BOUNDARY TREE			
89	9	Loblolly	BOUNDARY TREE			

MUNICIPALITY: CITY OF ALPHARETTA

Owner:

CENTURY COMMUNITIES
3091 Governors Lake
Dr. Norcross, GA
Jonathan Pressley
678-899-5430

Drawn by:

MOONEY design studio
Landscape Architecture | Planning
1190 N. Highland Ave. NE
Atlanta, Ga 31106 #8822
(404) 483.7361

LOWE LANE



REVISIONS

EX-1

SCALE: VARIES

PHOTO KEY

DATE: 1.29.17



Attn: David Shostak - City of Alpharetta

1.30.17

RE: Lowe Lane Tree Narrative

Thank you for allowing Mooney Design Studio the opportunity to submit a narrative describing trees located on the Lowe Lane property. Please refer to Photo Key for additional information.

Tree Narrative:

Specimen Trees to be removed:

#124 - 29" Silver Maple
#125 - 27" Silver Maple
#126 - 32" Silver Maple
#131 - 30" Silver Maple

Trees to be saved by design feature:

#43 - 27" Water Oak
Saved by design feature. Unit was removed from Critical Root Zone of tree to eliminate disturbance within the Structural Root Zone of the tree.

#129 - 26" Silver Maple
Saved by design feature. Grading and drainage was revised to eliminate disturbance within the Structural Root Plate of the tree and reduce disturbance within Critical Root Zone.

#114 - 39" Loblolly Pine
Saved by design feature. Grading revised to eliminate disturbance within the Structural Root Plate of the tree and reduce disturbance within Critical Root Zone.

Trees groupings to be saved by design feature:

#137 - 18" Red Maple
#138 - 22" Red Maple
#139 - 15" Red Maple
#140 - 22" Sycamore
#141 - 15" Red Maple
#142 - 21" Silver Maple

Saved by design feature. Grading and Site Plan revised to eliminate disturbance within the Structural Root Plate of the trees and reduce disturbance within Critical Root Zone.

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: Lennar Georgia, Inc./Lowe Lane

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

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

Public Participation Letters were mailed via certificate of mailing on July 17th, 2017 notifying adjacent and nearby property owners of the proposed applications. A copy of the public participation letter and a copy of the mailing receipts are attached hereto as Exhibit "A".

A summary of the issues raised by adjoining property owners and the Applicant's response is attached hereto as Exhibit "B".

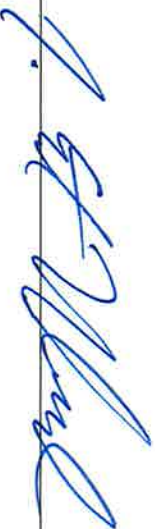
Method by which these individuals were contacted. Please mark all that apply. Please provide samples of any and all written communications used to provide notification.

- | | |
|--|---|
| ☒ 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: _____



Date: 7/24/17

[Print Form](#)

Exhibit "A"

Copies of the Public Participation Letters and Mailing Receipts



202 Tribble Gap Road | Suite 200 | Cumming, Georgia 30040
770-781-4100 | www.mhtlegal.com

J. Ethan Underwood
eunderwood@mhtlegal.com

July 17, 2017

Re: Lennar Georgia, Inc. – Abandonment of Lowe Lane & Petition for Private Streets

Dear Neighbors:

In an effort to foster community accord, Lennar Georgia, Inc. (the "Applicant") would like to inform interested property owners that it has submitted applications to the City of Alpharetta for the following:

- 1) To abandon the public right-of-way known as Lowe Lane; and
- 2) Approval of Privatization of Streets in the Redevelopment of the Old Roswell Villas

A copy of the proposed site plan depicting the proposed redevelopment and private streets is enclosed. Also enclosed are copies of the proposed building elevations, and front gate design.

Public hearings on these applications are scheduled to be held at **6:30 pm on August 21, 2017** in the Alpharetta City Council Chambers, located at 2 Park Plaza, Alpharetta, GA 30009.

The Applicant is committed to keeping the public informed during the process of these applications. If you have any questions, comments, or concerns, please contact us at the telephone number or email address, above. When contacting our office, please reference *Lennar Georgia, Inc. – Abandonment of Lowe Lane & Petition for Private Streets* so that we may facilitate your request more efficiently.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Ethan Underwood", written over a horizontal line.

J. Ethan Underwood,
Attorney for the Applicant
Enclosure

[illegible]

MACALUSO FAMILY REAL
ESTATE LLC
DB 54514 / PG 372
TAX ID
12-2182-522-17

[illegible]

SITE DATA:	
OVERALL TOTAL SITE AREA	12.816 ACRES
ZONING	
EDC1-150 ZONING	901000
PROPOSED ZONING	901000
901000 5 MINOR TEX	CITY OF ALABAMA MULTICOUNTY
LOT SUMMARY	
TOTAL LOTS	128 UNITS
FRONT ENTRY (24' WIDE)	41 UNITS
REAR ENTRY (10' SIDE WALK)	87 UNITS
DENSITY REQUIRED	6.0 UNITS/ACRE
DENSITY ALL (10' WIDE)	10.0 UNITS/ACRE
MINIMUM LOT WIDE	20 FEET
BUILDING SPECIFICATIONS:	
MINIMUM COVERAGE BY FRONT PORCHES	
MINIMUM BUILDING HEIGHT	9 FEET
MINIMUM 2ND OR AREA OF DWELLING UNIT	NOSE
PARKING CALCULATION	
PARKING REQUIRED (2013)	RESIDENTIAL 2.25 UNITS PER LOT
OFFICE PARKING REQUIRED (2013)	250 PER LOT
PARKING PROVIDED	112 PER LOT
2.25 UNITS PER LOT	282 PER LOT
250 PER LOT	312 PER LOT
2.25 UNITS PER LOT	512 PER LOT
250 PER LOT	542 PER LOT
SOFTWALK SUMMARY	
FRONT YARD SOFTWALK ALL OTHER STRIPS	65 FEET
REAR YARD SOFTWALK FRONT YARD 10' SIDE WALK	35 FEET
SIDE YARD SOFTWALK BETWEEN BLDGS	20 FEET
REAR YARD SOFTWALK	10 FEET

EXISTING BUFFER (BETWEEN RESIDENTIAL AND NON-RESIDENTIAL)

ADDITIONAL BUFFER TO BE PLANTED TO ACQUIRE 50' BUFFER
(BETWEEN RESIDENTIAL AND NON-RESIDENTIAL)

24-HOUR CONTACT
JIM BOWERSOX @ 404-597-5973

OLD ROSWELL ROAD at LOWE LANE
A MASTER PLANNED RESIDENTIAL COMMUNITY

100
LENNAR
10000 LAKESHORE DR. (N. 100TH AVE.)
JANESVILLE, WI 53402
608.785.5555

REVISIONS:

SHEET TITLE
ZONING
SITE PLAN

SCALE: 1" = 50'
DATE: JULY 3, 2017
PROJECT: 16142 00A



OVERSTORY LARGE TREE



Red Maple -
Acer rubrum



Trident Maple -
Acer buergerianum

UNDERSTORY TREE



Fringe Tree -
Chionanthus virginicus



Eastern Redbud -
Cercis canadensis

EVERGREEN TREE



Nellie R. Stevens Holly -
Ilex x 'Nellie R. Stevens'



Cryptomeria -
Cryptomeria japonica

ORNAMENTAL TREE



Chaste Tree -
Vitex agnus-castus



Flowering Dogwood -
Cornus florida

EVERGREEN SHRUB



Sweetbay Magnolia -
Magnolia virginiana



Small Anise Tree -
Illicium parviflorum



Southern Wax Myrtle -
Myrica cerifera



Camelia -
Camelia sinensis

EVERGREEN GROUNDCOVER



Creeping Lily Turf -
Liriope spicata



Mondo grass -
Ophiopogon japonicus

FLOWERING SHRUB



Formosa Azalea -
Azalea indica 'Formosa'



Gardenia -
Gardenia jasminoides



Forsythia -
Forsythia x intermedia

ANNUALS



Pansy -
Different Varieties



Marigold -
Tagetes erecta

ORNAMENTAL GRASS



Muhly Grass -
Muhlenbergia capillaris



Northern Sea Oats -
Chasmodon latifolium





20' Townhomes - Ground Entry Alley Garage



Residence Group by
Main Street Design in Georgia LLC
1000 Peachtree Street, Suite 1000
Atlanta, Georgia 30309
(404) 525-1100

Low Lane at Roswell Road

Alpharetta, Georgia

LENNAR

1000 Peachtree Street, Suite 1000
Atlanta, Georgia 30309
(404) 525-1100



24' Townhomes - Ground Entry Front Garage



Sample Plan, Section 100
Main Street Designs of Georgia, LLC
1000 North 10th Street, Suite 100
Alpharetta, Georgia 30009
770.424.1000

Lowe Lane at Roswell Road
Alpharetta, Georgia

LENNAR

LENNAR Home Builders Corporation
10000 North 10th Street, Suite 100
Alpharetta, Georgia 30009

133 letters - Lowe Lane



Firm Mailing Book For Accountable Mail

Name and Address of Sender		Check type of mail or service		Affix Stamp Here (for additional copies Postmark with Date)												
USPS Tracking/Article Number		Addressee (Name, Street, City, State, & ZIP Code™)		Postage	(Extra Service) Fee	Hand Charge										
1.		ZURAS JOHN P JR 875 OLD ROSWELL RD # A300 ROSWELL, GA 30076		.67												
2.																
3.																
4.																
5.																
6.																
7.																
8.																
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office		Postmaster, Per (Name of receiving employee)												
1		Total 133		GM												



0000

U.S. POSTAGE
PAID
CUMMING, GA
30040
JUL 17, 17
AMOUNT
\$19.11
R2305K137072-19



0000

U.S. POSTAGE
PAID
CUMMING, GA
30040
JUL 17, 17
AMOUNT
\$19.11
R2305K137072-19



0000

U.S. POSTAGE
PAID
CUMMING, GA
30040
JUL 17, 17
AMOUNT
\$13.65
R2305K137072-19

133 Letters - Lowe Lane



Firm Mailing Book For Accountable Mail

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USPS Tracking/Article Number		Addressee (Name, Street, City, State, & ZIP Code™)		Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.		1184 LOWE LANE LAND TRUST THE 450 GALLOWAY CT ALPHARETTA, GA 30004		.67												
2.		1192 LOWE LANE LAND TRUST THE 450 GALLOWAY CT ALPHARETTA, GA 30004														
3.		1240 LOWE LANE LAND TRUST THE 450 GALLOWAY CT ALPHARETTA, GA 30004														
4.		1256 LOWE LANE LAND TRUST THE 450 GALLOWAY CT ALPHARETTA, GA 30004														
5.		555 MANSELL APARTMENTS LLC 3399 PEACHTREE RD NE SUITE 1010 ATLANTA, GA 30326														
6.		ADVANTA ADMINISTRATION, LLC FBO IRA SARAH WINNER IRA #1510595 PO BOX 769224 ROSWELL, GA 30076														
7.																
8.																
Total Number of Pieces Listed by Sender 6		Total Number of Pieces Received at Post Office														



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Name and Address of Sender	Check type of mail or service	Affix Stamp Here (for additional copies of this receipt). Postmark with Date of Receipt.												
USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	ADVAVTA IRA ADMINISTRATION LLC P.O. BOX 769224 ROSWELL, GA 30076	.67												
2.	ALLEN PATRICIA G 114 ROSWELL COMMONS WAY ROSWELL, GA 30076													
3.	ALPERT ALEXANDER & ELENA 308 ROSWELL COMMONS CIR ROSWELL, GA 30076													
4.	ALPERT ALEXANDER & ELENA 5030 FOXBERRY LN ROSWELL, GA 30075													
5.	ANGLIN PATRICIA A 345 HEMBREE RD ROSWELL, GA 30075													
6.	APG MANSELL LLC 1718 PEACHTREE ST SUITE 900 ATLANTA, GA 30309													
7.	ASHMEAD BRUCE A & SHELIA R 4630 ASTIBLE CT ACWORTH, GA 30102													
8.														

Total Number of Pieces Listed by Sender: 7

Total Number of Pieces Received at Post Office: 7



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Name and Address of Sender	Check type of mail or service	Affix Stamp Here (for additional copies of this receipt). Postmark with Date of Receipt.												
USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	AUGUSTUS YEKATERINA 142 ROSWELL COMMONS WAY ROSWELL, GA 30076													
2.	AVENUE OF PATCHES INC 1210 WARSAW RD # 700 SUITE 700 ALPHARETTA, GA 30076													
3.	BOND STUART H & CHRISTINE L 310 ROSWELL COMMONS CIR ROSWELL, GA 30076													
4.	BROWN ELTON R BROWN SHIRLEY M 1330 FERNDAL DR AUBURN, AL 36832-6746													
5.	CAMPBELL RONALD S 215 WINDFLOWER TRL ROSWELL, GA 30075													
6.	CASTRO JUAN C 1625 TRELIS XING ALPHARETTA, GA 30004													
7.	CHAROENLAP SURASAK & MINH T 987 ARLINGTON DR TUCKER, GA 30084													
8.														

Total Number of Pieces Listed by Sender

Total Number of Pieces Received at Post Office



Firm Mailing Book For Accountable Mail

Name and Address of Sender	Check type of mail or service ☐ Adult Signature Required ☐ Adult Signature Restricted Delivery ☐ Certified Mail ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery (COD) ☐ Insured Mail ☐ Priority Mail ☐ Priority Mail Express ☐ Registered Mail ☐ Return Receipt for Merchandise ☐ Signature Confirmation ☐ Signature Confirmation Restricted Delivery	Affix Stamp Here (for additional copies of this receipt). Postmark with Date of Receipt.												
USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	CHERNY GENE & MEBEL ZALMAN 113 ROSWELL COMMONS WAY ROSWELL, GA 30076	0.67												
2.	CHIOFOLO JOHN & MARCY 100 ROSWELL COMMONS WAY ROSWELL, GA 30076													
3.	CITY OF ALPHARETTA 2 SOUTH MAIN ST ALPHARETTA, GA 30004													
4.	CLARK ROBERT J & SHIRLEY 3340 WOODSFIELD DR MARIETTA, GA 30062													
5.	CNCC HOLDINGS LLC 710 MORGAN FALLS RD SANDY SPRINGS, GA 30350													
6.	COLLINS JAMES P & JULIE A 1075 OLD FORGE DR ROSWELL, GA 30076-1162													
7.	COMMONS INVESTMENTS LLC 530 ARDSLEY PL ALPHARETTA, GA 30005													
8.														

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USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	DAVIS & FRASER INVESTMENTS LLC 786 LAKESHORE DR DULUTH, GA 30096	.67												
2.	DE LA CRUZ DIANA & VILLANUEVA EVA 112 ROSWELL COMMONS WAY ROSWELL, GA 30076													
3.														
4.	DEDIC IZET & SEFIJA 169 ROSWELL COMMONS WAY ROSWELL, GA 30076													
5.	DISCOVERY NOW III LLC 2760 HAZY HOLLOW RUN ROSWELL, GA 30075													
6.	DISCOVERY NOW IV LLC 2760 HAZY HOLLOW RUN ROSWELL, GA 30076-3601													
7.	DRA GRANDE OAKS LLC P.O. BOX 450233 ATLANTA, GA 31145													
8.	FIFTEEN EIGHTY PROPERTIES LLC 1101 KELDEN RIDGE MARIETTA, GA 30068													

Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office
7	



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USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	FLANAGAN ROY F III 165 ROSWELL COMMONS WAY ROSWELL, GA 30076													
2.	FLEURY MARK 13479 STONE POND DR JACKSONVILLE, FL 32224													
3.	FRANCIS CHRISCENCIA 143 ROSWELL COMMONS WAY ROSWELL, GA 30076													
4.	GEORGIA EDUCATION AUTHORITY 270 WASHINGTON ST SW ROOM 207 ATLANTA, GA 30334													
5.	GIBSON JAMES 102 ROSWELL COMMONS WAY ROSWELL, GA 30076													
6.	GINJUPALLI VANI & NALUBOLU HEMALATHA 2010 BOSTON CT CUMMING, GA 30041													
7.	HALE WARREN & ANITA 112 ROSWELL COMMONS WAY ROSWELL, GA 30075													
8.														
Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office													



Firm Mailing Book For Accountable Mail

Name and Address of Sender	Check type of mail or service ☐ Adult Signature Required ☐ Priority Mail Express ☐ Adult Signature Restricted Delivery ☐ Registered Mail ☐ Certified Mail ☐ Return Receipt for Merchandise ☐ Certified Mail Restricted Delivery ☐ Signature Confirmation ☐ Collect on Delivery (COD) ☐ Signature Confirmation Restricted Delivery ☐ Insured Mail ☐ Priority Mail	Affix Stamp Here (for additional copies of this receipt). Postmark with Date of Receipt.												
USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	HALE WARREN P HALE ANITA E 110 ROSWELL COMMONS WAY ROSWELL, GA 30076	.67												
2.	HATTER JERRY 130 ROSWELL COMMONS WAY ROSWELL, GA 30076													
3.	HEAD CAM S 1815 RIVERFALLS DR ROSWELL, GA 30076													
4.	HINES THERESA 159 ROSWELL COMMONS WAY ROSWELL, GA 30076													
5.	HOUSING INITIATIVE OF NORTH FULTON INC 89 GROVE WAY ROSWELL, GA 30075													
6.	HUANG FANG XIA 1322 OLD ROSWELL RD ROSWELL, GA 30076													
7.	HUNTER LESLIE F 530 BRICKLEBERRY LN ROSWELL, GA 30075													
8.														

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USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	INSOE HARRY G III 1084 OLD ROSWELL RD ROSWELL, GA 30076	.67												
2.	JACKSON MARY M 136 ROSWELL COMMONS WAY ROSWELL, GA 30076													
3.	JAMES D & JOANN S MOORE REVOCABLE LIVING TRUST THE 3825 OAK LN MARIETTA, GA 30062													
4.	JOHNSON RAID A 103 ROSWELL COMMONS WAY ROSWELL, GA 30076													
5.	JOLICOEUR JEAN & DUPRE FRANCINE 1070 OLD FORGE DR ROSWELL, GA 30076													
6.	JTS HOLDINGS LLC 875 OLD ROSWELL RD STE A200 ROSWELL, GA 30076													
7.	KASHANSKAYA IRYNA & ANDERSON WYNAND JOHANNES 141 ROSWELL COMMONS WAY ROSWELL, GA 30076													
8.														
Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office													



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Name and Address of Sender	Check type of mail or service ☐ Adult Signature Required ☐ Priority Mail Express ☐ Adult Signature Restricted Delivery ☐ Registered Mail ☐ Certified Mail ☐ Return Receipt for Merchandise ☐ Certified Mail Restricted Delivery ☐ Signature Confirmation ☐ Collect on Delivery (COD) ☐ Signature Confirmation Restricted Delivery ☐ Insured Mail ☐ Priority Mail	Affix Stamp Here (for additional copies of this receipt). Postmark with Date of Receipt.												
USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	KING CHARLES A JR & AMY S 1294 ALPHARETTA ST STE C-I ROSWELL, GA 30075	.67												
2.	KLIPNISTER VICTOR & OLGA 161 ROSWELL COMMONS WAY ROSWELL, GA 30076													
3.	KUMIN ALAN R 3732 E. BAY ST DULUTH, GA 30096													
4.	LEARY LESLIE C 1210 WARSAW RD # S-600 ROSWELL, GA 30076													
5.	LIEB CHRISTOPHER J 1090 OLD ROSWELL RD ROSWELL, GA 30076													
6.	LIM NJUK TJIN 1104 OLD ROSWELL RD ROSWELL, GA 30076													
7.	LOCAL HOMES LLC 3651 PEACHTREE PKWY SUITE E393 SUWANEE, GA 30024													
8.														

Total Number of Pieces Listed by Sender

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Firm Mailing Book For Accountable Mail

Name and Address of Sender		Check type of mail or service		Affix Stamp Here (for additional copies of this receipt). Postmark with Date of Receipt.												
USPS Tracking/Article Number		Addressee (Name, Street, City, State, & ZIP Code™)		Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.		LUCKEY BARBARA K 121 ROSWELL COMMONS WAY ROSWELL, GA 30076-1527		.67												
2.		MACALUSO FAMILY REAL ESTATE LLC 88 MANSELL CT ROSWELL, GA 30076														
3.		MAGNOLIA CAPITAL PARTNERS LLC 1811 BALLYBUNION DR DULUTH, GA 30097														
4.		MC CLURE BETTINA H 1080 OLD FORGE DR ROSWELL, GA 30075														
5.		MC DANIEL KYLE A & MELODY H P.O. BOX 922603 NORCROSS, GA 30010-2603														
6.		MC KENZIE HORTENSE & ALBERT 140 ROSWELL COMMONS WAY ROSWELL, GA 30076														
7.		MISHKA INVESTMENTS LLC 530 ARDSLEY PL ALPHARETTA, GA 30005-8610														
8.																

Total Number of Pieces Listed by Sender

7

Total Number of Pieces Received at Post Office



Firm Mailing Book For Accountable Mail

Name and Address of Sender	Check type of mail or service ☐ Adult Signature Required ☐ Priority Mail Express ☐ Adult Signature Restricted Delivery ☐ Registered Mail ☐ Certified Mail ☐ Return Receipt for Merchandise ☐ Certified Mail Restricted Delivery ☐ Signature Confirmation ☐ Collect on Delivery (COD) ☐ Signature Confirmation Restricted Delivery ☐ Insured Mail ☐ Priority Mail	Affix Stamp Here (for additional copies of this receipt). Postmark with Date of Receipt.												
USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	MOKRYNSKY MYKHAYLO & MOKRYNSKA RUSLANA 5340 TAYLOR RD ALPHARETTA, GA 30022	.67												
2.	MORRISON MELODY N 4410 SETTLERS GROVE RD CUMMING, GA 30028													
3.	MURPHY THOMAS J & DELMA V 1060 OLD FORGE DR ROSWELL, GA 30076													
4.	MYERS Y COOPER COMPANY THE 5050 E GALBRAITH RD SUITE B CINCINNATI, OH 45236													
5.	NIMPHIUS MARY 175 DERBY FOREST CT ROSWELL, GA 30076													
6.	NORRIS WESLEY C 163 ROSWELL COMMONS WAY ROSWELL, GA 30076													
7.	NPP INVESTMENT CO LLC 1210 WARSAW RD # 800 ROSWELL, GA 30076													
8.														

Total Number of Pieces Listed by Sender: 7

Total Number of Pieces Received at Post Office:



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Name and Address of Sender	Check type of mail or service ☐ Adult Signature Required ☐ Priority Mail Express ☐ Adult Signature Restricted Delivery ☐ Registered Mail ☐ Certified Mail ☐ Return Receipt for Merchandise ☐ Certified Mail Restricted Delivery ☐ Signature Confirmation ☐ Collect on Delivery (COD) ☐ Signature Confirmation Restricted Delivery ☐ Insured Mail ☐ Priority Mail	Affix Stamp Here (for additional copies of this receipt). Postmark with Date of Receipt.												
USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	OLD ROSWELL ROAD LLC 3163 ARROWHEAD DR GAINESVILLE, GA 30506	.67												
2.	OSSIE RICHARD L 125 ROSWELL COMMONS WAY ROSWELL, GA 30076													
3.	PATRICK JUANITA 171 ROSWELL COMMONS WAY ROSWELL, GA 30076													
4.	PERSADI FRANKA A 127 ROSWELL COMMONS WAY ROSWELL, GA 30076													
5.	PETTIT JOYCE A 157 ROSWELL COMMONS WAY ROSWELL, GA 30076													
6.	PHILLIPS ELOISE R 1065 OLD FORGE DR ROSWELL, GA 30076													
7.	PILGRIM YONETTE 126 ROSWELL COMMONS WAY ROSWELL, GA 30076													
8.														

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USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	PROM MOTOR HOTEL INC 700 W 47TH ST STE 200 KANSAS CITY, MO 64112-100	.67												
2.	PRUDENCIO EDGARDO J & EVA B 146 ROSWELL COMMONS WAY ROSWELL, GA 30076													
3.														
4.	QUISPE ROLANDO 109 ROSWELL COMMONS WAY ROSWELL, GA 30076-1520													
5.	REPIN INVESTMENTS LLC 530 ARDSLEY PL ALPHARETTA, GA 30005													
6.	ROBBINS CHRISTINA 2308 RADBURY LN SNELLVILLE, GA 30078													
7.	ROSWELL INVESTMENTS 3 LLC 530 ARDSLEY PL ALPHARETTA, GA 30005													
8.	RYAN HOMES INC FAEVERNER BEESE . ROSWELL COMMONS WAY ROSWELL, GA 30002													
Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office													



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USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	SAINT DAVIDS EPISCOPAL CHURCH INC 975 OLD ROSWELL RD ROSWELL, GA 30076	.67												
2.	SAINT DAVIDS MISSION INC 1015 OLD ROSWELL RD ROSWELL, GA 30076													
3.	SANDOVAL CELIA 309 ROSWELL COMMONS CIR ROSWELL, GA 30076-4845													
4.	SAYAD PARTNERSHIP L P THE 3397 SAXONY GLEN MARIETTA, GA 30066													
5.	SDW VENTURES LLC P O BOX 720183 ATLANTA, GA 30358													
6.	SHAW SIDNEY & JING H 1248 LOWE LN ROSWELL, GA 30076													
7.	SHELTON DAVID & SHELTON VERONICA 1325 PARKMONT DR ROSWELL, GA 30076													
8.														
Total Number of Pieces Listed by Sender 7	Total Number of Pieces Received at Post Office													



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USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	SHENK JASON 7764 MOUNT VERNON RD ATLANTA, GA 30350	.67												
2.	SHIPP DONOVAN 1315 CRIQUE WAY ROSWELL, GA 30076-2056													
3.	SKYLINE PROPERTIES DEVELOPMENT CORP 380 LUM CROWE RD ROSWELL, GA 30076													
4.	SLOAN DONNA C 1570 WARSAW RD ROSWELL, GA 30076													
5.	SLUCHOK ALEXANDER & ANNA 220 CREEK RUN CT ALPHARETTA, GA 30005													
6.	SLUCHOK ANNA 119 ROSWELL COMMONS WAY ROSWELL, GA 30076													
7.	SMITH STEVEN S SMITH REBECCA L 115 ROSWELL COMMONS WAY ROSWELL, GA 30076													
8.														
Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office													



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Name and Address of Sender	Check type of mail or service ☐ Adult Signature Required ☐ Adult Signature Restricted Delivery ☐ Certified Mail ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery (COD) ☐ Insured Mail ☐ Priority Mail ☐ Priority Mail Express ☐ Registered Mail ☐ Return Receipt for Merchandise ☐ Signature Confirmation ☐ Signature Confirmation Restricted Delivery	Affix Stamp Here (for additional copies of this receipt). Postmark with Date of Receipt.												
USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	SPENCER MELISSA W 1096 OLD ROSWELL RD ROSWELL, GA 30076	67												
2.														
3.	SPIES RICHARD L 2822 BELLWIND CIR ROCKLEDGE, FL 32955													
4.	SPLAWN STACY & DUPUIS EVELYN 118 ROSWELL COMMONS WAY ROSWELL, GA 30076													
5.	STAATS LIVING TRUST THE 3744 HIGH SHOALS DR NORCROSS, GA 30092													
6.	STRELA INVESTMENTS LLC 530 ARDSLEY PL ALPHARETTA, GA 30005													
7.	STRICKLAND MARIO 147 ROSWELL COMMONS WAY ROSWELL, GA 30076													
8.	SUAREZ DIANA M & RUBEN D 1070 MOUNTCLAIRE DR CUMMING, GA 30041													
Total Number of Pieces Listed by Sender 7	Total Number of Pieces Received at Post Office													



Firm Mailing Book For Accountable Mail

Name and Address of Sender	Check type of mail or service ☐ Adult Signature Required ☐ Adult Signature Restricted Delivery ☐ Certified Mail ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery (COD) ☐ Insured Mail ☐ Priority Mail ☐ Priority Mail Express ☐ Registered Mail ☐ Return Receipt for Merchandise ☐ Signature Confirmation ☐ Signature Confirmation Restricted Delivery	Affix Stamp Here (for additional copies of this receipt). Postmark with Date of Receipt.												
USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.														
2.	SUMMERLIN DANIEL W 875 OLD ROSWELL RD # A100 ROSWELL, GA 30076	67												
3.	SUSSMAN KENNETH P.O. BOX 769224 ROSWELL, GA 30076													
4.	TAMANJI RENE T & DIBORA 1208 LOWE LN ROSWELL, GA 30076													
5.	TAYLOR JUDITH S 1210 WARSAW RD SUITE 100 ROSWELL, GA 30076													
6.	TEASLEY MARILYN G 529 KAREN DR ALPHARETTA, GA 30009													
7.														
8.	THERMAL PRO LLC 1210 WARSAW RD SUITE 1000&1100 ROSWELL, GA 30076													
	THERMAL PRO LLC 1210 WARSAW RD SUITE 1000&1100 ROSWELL, GA 30076													

Total Number of Pieces Listed by Sender **7** Total Number of Pieces Received at Post Office



Firm Mailing Book For Accountable Mail

Name and Address of Sender	Check type of mail or service ☐ Adult Signature Required ☐ Adult Signature Restricted Delivery ☐ Certified Mail ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery (COD) ☐ Insured Mail ☐ Priority Mail ☐ Priority Mail Express ☐ Registered Mail ☐ Return Receipt for Merchandise ☐ Signature Confirmation ☐ Signature Confirmation Restricted Delivery	Affix Stamp Here (for additional copies of this receipt). Postmark with Date of Receipt.												
USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	TRI MANAGEMENT G P 23 ETOWAH DR CARTERSVILLE, GA 30120-3533	.67												
2.	TRIANO JOAN M 107 ROSWELL COMMONS WAY ROSWELL, GA 30076													
3.	TSANG CHI H 123 ROSWELL COMMONS WAY ROSWELL, GA 30076-1527													
4.	VAYNSHTEYN RIMMA VAYNSHTEYN BORIS 120 ROSWELL COMMONS WAY ROSWELL, GA 30076-1527													
5.	VEGA LAURA C PEREZ 137 ROSWELL COMMONS WAY ROSWELL, GA 30076													
6.	VELDE BRENT W & KELLY J 120 CHARLESTON CIR ROSWELL, GA 30076													
7.	WALKER HARRIETT J 149 ROSWELL COMMONS WAY ROSWELL, GA 30076													
8.														

Total Number of Pieces Listed by Sender: 7

Total Number of Pieces Received at Post Office: 7



Firm Mailing Book For Accountable Mail

Name and Address of Sender	Check type of mail or service ☐ Adult Signature Required ☐ Adult Signature Restricted Delivery ☐ Certified Mail ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery (COD) ☐ Insured Mail ☐ Priority Mail	☐ Priority Mail Express ☐ Registered Mail ☐ Return Receipt for Merchandise ☐ Signature Confirmation ☐ Signature Confirmation Restricted Delivery	Affix Stamp Here (for additional copies of this receipt). Postmark with Date of Receipt.											
USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	WANG SHYHGANG & MICHELE S 104 ROSWELL COMMONS WAY ROSWELL, GA 30076-1520	67												
2.	WILLIAMS PATRICIA & HAMLETT CYNTHIA 108 ROSWELL COMMONS WAY ROSWELL, GA 30076													
3.	WINNER SARAH L P.O. BOX 769224 ROSWELL, GA 30076													
4.	WOFFORD RITA B 1055 OLD FORGE DR ROSWELL, GA 30076-1622													
5.	Y & N PROPERTY INVESTMENT LLC 8055 INNSBRUCK DR ATLANTA, GA 30350													
6.	ZEMILIA INVESTMENTS LLC 530 ARDSLEY PL ALPHARETTA, GA 30005													
7.	ZEZETKO IGOR & GALINA 306 ROSWELL COMMONS CIR ROSWELL, GA 30076													
8.														
Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office													

Exhibit "g"

Summary of the Issues/Questions Raised and the Applicant's Responses during the Public Participation Meeting

Since the Applicant submitted its initial public participation report on July 3, 2017, the Applicant and its representatives have corresponded with the following interested parties and addressed the issues raised as described below:

A. Correspondence with Interested Parties.

The only party to respond to the Applicant's public participation efforts was a Mr. Eric Schumacher. Mr. Schumacher informed the Applicant's attorney he owns property in the area near the subject property, but has not disclosed where his property is located. A copy of the correspondence with Mr. Schumacher is attached and incorporated herein.

Mr. Schumacher inquired as to why 1322 & 1328 Old Roswell Road are not included in the assemblage. He also inquired as to whether an additional point of access is required for the proposed development.

B. Summary of Responses.

The owners of 1322 & 1328 Old Roswell Road do not wish to sell their properties to the Applicant at this time.

The Applicant's proposed site plan complies with all applicable Fire and Life-Safety Codes.

Ethan Underwood

From: Ethan Underwood
Sent: Monday, July 24, 2017 11:42 AM
To: 'Eric Schumacher'
Cc: James Bowersox; Tracy Fisher
Subject: RE: Lowe project - quick questions
Attachments: 16142.00A-Site Zoning 1_2017-07-05.pdf

Eric,

While we understand the fire department likes secondary points of access, they are not mandatory. So long as the fire department can get their vehicles in and out without too long of a reverse, we meet the fire code. The proposed design of the proposed private streets (see attached) will satisfy the code.

Regarding the abandonment, the portion of Lowe Lane adjacent to the property owner who is *not* participating in the redevelopment will be receiving $\frac{1}{2}$ of the existing ROW, if it is abandoned. This appears to only be the owner of 1322 Old Roswell Road.

It is always hard to get people in support of a project to come speak on an applicant's behalf. If you would be willing to do so at 6:30 pm on August 21 at the Alpharetta City County Meeting, we would greatly appreciate it.

- Ethan

This electronic message transmission contains information from the law firm of Miles, Hansford & Tallant, LLC that may be confidential or privileged. The information herein is intended solely for the recipient, and the disclosure, copying, distribution or use of the contents of this transmission by any other party is not authorized. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this transmission is prohibited. If you have received this electronic transmission in error, please notify us immediately at the number shown above or by electronic mail.

IRS CIRCULAR 230 Disclosure: Under U.S. Treasury Regulations, we are required to inform you that any tax advice contained in this e-mail or any attachment hereto is not intended to be used, and cannot be used, to avoid penalties imposed under the Internal Revenue Code.

From: Eric Schumacher [mailto:eric@theschumachers.us]
Sent: Friday, July 21, 2017 12:15 PM
To: Ethan Underwood
Cc: James Bowersox; Tracy Fisher
Subject: Re: Lowe project - quick questions

Ethan,

Thank you for your speedy response.

Related to ingress/egress doesn't fire code require a second road elsewhere when there are this many units? I see two easy opportunities for emergency services access points from industrial and church properties. Have you considered obtaining easements to achieve adequate flow?

If you intend to leave a portion of Lowe how is that going to be deeded? Split with the property owners down the middle or will you remove the road and replace with something more aligned with a residential driveway? This isn't clear in the application.

Again, I support this project. I have investment within the notification area. I am sorry that you could not come to reasonable agreement with the two units on Old Roswell. Removing those would certainly be ideal and raid your curb appeal. I do not have any relationship to these properties, but would love to see them removed. If there is anything I can do to influence this let me know.

Thank you,
Eric Schumacher

From: Ethan Underwood
Sent: Friday, July 21, 2017 11:57 AM
To: Eric Schumacher
Cc: James Bowersox; Tracy Fisher
Subject: RE: Lowe project - quick questions

Mr. Schumacker:

Thank you for your email. Our firm is working with Lennar regarding these applications.

Regarding your questions about the two parcels on Old Roswell Road, those owners want to stay, and did not join in the assemblage.

The attached site plan shows the only access that will be installed on the property. There is not enough road frontage to justify an additional entrance.

Finally, we would greatly appreciate you attending the public hearing to support these applications. Any help you can provide is most welcome. Where is your property in relation to this project?

Kind regards,

J. Ethan Underwood



202 Tribble Gap Road | Suite 200 | Cumming, Georgia 30040

Office: 770-781-4100 | Fax: 770-781-9191 | Mobile: 770-842-1007

eunderwood@mhtlegal.com | www.mhtlegal.com

Ethan Underwood
Vice President
Sales
1000 280-4000 ext. 1000
1000 280-4000 ext. 1000
1000 280-4000 ext. 1000
1000 280-4000 ext. 1000
1000 280-4000 ext. 1000

This electronic message transmission contains information from the law firm of Miles, Hansford & Tallant, LLC that may be confidential or privileged. The information herein is intended solely for the recipient, and the disclosure, copying, distribution or use of the contents of this transmission by any other party is not authorized. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this transmission is prohibited. If you have received this electronic transmission in error, please notify us immediately at the number shown above or by electronic mail.

IRS CIRCULAR 230 Disclosure: Under U.S. Treasury Regulations, we are required to inform you that any tax advice contained in this e-mail or any attachment hereto is not intended to be used, and cannot be used, to avoid penalties imposed under the Internal Revenue Code.

From: James Bowersox [mailto:Jim.Bowersox@lennar.com]
Sent: Friday, July 21, 2017 11:03 AM
To: Ethan Underwood
Subject: Fwd: Lowe project - quick questions

Ethan,
See email below.

Jim Bowersox
S.V.P. Lnd. Acq. & Dev.
Lennar
1000 Holcomb Woods Pkwy.
Bldg. 200 Suite 200
Roswell, GA 30076
(404) 597-5973
Jim.bowersox@lennar.com
Sent from my iPhone

Begin forwarded message:

From: Eric Schumacher <eric@theschumachers.us>
Date: 20 July 2017 at 1:34:38 PM GMT-4
To: "jim.bowersox@lennar.com" <jim.bowersox@lennar.com>
Subject: Lowe project - quick questions

** External email from: eric@theschumachers.us. If suspicious, forward to:
NotifySecurity@lennar.com **

Jim,

I have a notice about your project on Lowe. I support it as a whole and I would be happy to speak to that at the council meeting(s). I do have a couple of simple and quick questions.

Why aren't the two properties on Old Roswell part of this project?

Are there any versions of your site plan that have more than one ingress/egress point for emergency services or alternate traffic flow?

Thank you for your time.

Eric Schumacher

Total Control Panel

[Login](#)

To: cunderwood@mhlegal.com

[Remove](#) this sender from my allow list

From: eric@ltheschumachers.us

You received this message because the sender is on your allow list.

CITY OF ALPHARETTA

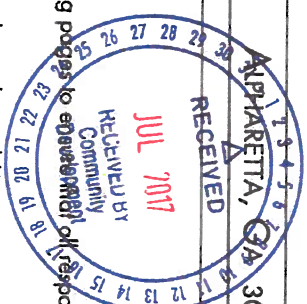
LOWE LANE GATED COMMUNITY
FOR OFFICE USE ONLY

PUBLIC HEARING APPLICATION

Case #: _____

☐ 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."
5. Applications will be accepted only on the designated submittal dates between the hours of 8:30 AM and 3:30 PM.
6. If you have any questions regarding this form, please contact the Community Development Department by calling 678-297-6070.

Contact Information:

Contact Name: Miles Hanford & Tallant, LLC - J. Ethan Underwood

Telephone: 770-781-4100

Address: 202 Tribble Gap Road

Suite: 200

City: Cumming

State: GA

Zip: 30040

Fax: 770-781-9191

Mobile Tel: _____

Email: eunderwood@mtllegal.com

Subject Property Information:

Address: Lowe Lane

Current Zoning: R-10M

District: 1

Section: 2

Land lot: 522 & 523

Parcel ID: Lowe Lane

Proposed Zoning: R-10M

Current Use: Public Right-of-Way

This Application For (Check All That Apply):

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

Approval of Private Streets _____

LOWE LANE GATED COMMUNITY APPLICANT REQUEST AND INTENT

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

Private Streets for a townhome community (Dwellings, 'For-Sale', Attached).

Applicant's Request (Please itemize the proposal):

The Applicant is requesting to privatize and gate the streets within a new townhome community being developed from properties currently known as the Old Roswell Villas.

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

The Applicant is redeveloping the Old Roswell Villas into a new townhome community. This redevelopment requires the City to abandon Lowe Lane, and the approval of new private streets to serve the townhome community.

The abandonment of Lowe Lane is being considered concurrently pursuant to a separate application. The Applicant requests that approval of private streets be contingent upon the abandonment of Lowe Lane by the City of Alpharetta.

LOWE LANE GATED COMMUNITY
PROPERTY OWNER AUTHORIZATION**Property Owner Information:**

Contact Name: Lennar Georgia, Inc. - Jim Bowersox (as Equitable Owner)

Telephone: 770-670-2775

Address: 1000 Holcomb Woods Pkwy, Bldg 200

Suite: 200

City Roswell

State: GA

Zip: 30076

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 |
| | Privatization of Streets |

Identify Authorized Applicant:

Name of Authorized Applicant: Lennar Georgia, Inc.

Telephone: 770-670-2775

Address: 1000 Holcomb Woods Pkwy, Bldg 200

Suite: 200

City Roswell

State: GA

Zip: 30076

So Sworn and Attested:

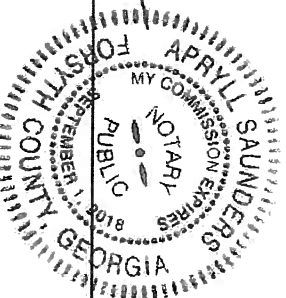
Owner Signature:

Date:

Notary:

Notary Signature:

Date:



LOWE LANE GATED COMMUNITY 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: Lennar Georgia, Inc.

Subject Public Hearing Case: Privatization of Streets - Redevelopment of Old Roswell Villas

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:

DAN MEETZ

Position:

City Council

Description of Contribution:

Campaign (Personal Contributions)

Value:

\$500.00

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:

7-3-17



202 Tribble Gap Road | Suite 200 | Cumming, Georgia 30040
770-781-4100 | www.mhtlegal.com

Ethan Underwood

July 3, 2017

Re: Applicant: Lennar Georgia, Inc.
Project: Privatization of Streets - Redevelopment of Old Roswell
Villas

To Whom It May Concern:

Pursuant to Section 36-67A-3 of the Official Code of Georgia Annotated, adopted by the Georgia General Assembly, effective July 1, 1986, please be advised that Miles, Hansford & Tallant, LLC has made the following campaign contributions to local officials of Alpharetta;

- 1) David Belle Isle for Secretary of State - \$250.00 from J. Ethan Underwood, P.C. – June 29, 2017

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

Sincerely,

Ethan Underwood

LOWE LANE GATED COMMUNITY ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

The proposed use is permitted by the existing zoning, and will benefit surrounding properties by redeveloping an older area of Alpharetta with new townhomes.

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

The proposed use will not negatively affect the use or value of surrounding properties.

Can the property be developed for a reasonable economic use as currently zoned? Please explain why or why not.
The proposed use is permitted by the existing zoning.

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

Privatization of streets will not increase the population over that allowed if public streets were used.

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

Privatization of streets will not impact schools or utilities.

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

Use of public streets is consistent with the Alpharetta Comprehensive Plan, and has no bearing upon the Future Development Map.

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

The Applicant will not acquire and redevelop the property unless it can utilize private streets and gate them.

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

LOWE LANE GATED COMMUNITY 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: Privatization of Streets - Redevelopment of Old Roswell Villas

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

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

Owners of properties located within 500 ft of the subject property

Affected government departments

City Officials

Interested parties noted on any list provided by City

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

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

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 Applicant will notify interest parties of the application. The Applicant will contact any other persons of whom it becomes aware have an interest in the application. Interested parties are encouraged to contact the Applicant via telephone, email, letter, and personal meetings to discuss the application.

Subject Properties:

<u>12 218105230281</u>	1184 LOWE LANE LAND TRUST THE	1184 LOWE LN
<u>12 218105230273</u>	1192 LOWE LANE LAND TRUST THE	1192 LOWE LN
<u>12 218205220117</u>	VELDE BRENT W & KELLY J	1200 LOWE LN
<u>12 218205220109</u>	TAMANUJ RENE T & DIBORA	1208 LOWE LN
<u>12 218205220091</u>	KING CHARLES A JR & AMY S	1216 LOWE LN
<u>12 218205220083</u>	FLEURY MARK	1224 LOWE LN
<u>12 218205220075</u>	KING CHARLES A JR & AMY S	1232 LOWE LN
<u>12 218205220067</u>	1240 LOWE LANE LAND TRUST THE	1240 LOWE LN
<u>12 218205220059</u>	SHAW SIDNEY & JING H	1248 LOWE LN
<u>12 218205220042</u>	1256 LOWE LANE LAND TRUST THE	1256 LOWE LN
<u>12 218205220034</u>	KING CHARLES A JR & AMY S	1264 LOWE LN
<u>12 218205220026</u>	SHELTON DAVID &	1272 LOWE LN
<u>12 218205220018</u>	SKYLINE PROPERTIES DEVELOPMENT CORP	1280 LOWE LN
<u>12 218105230265</u>	NALUBOLU HEMLATHA &	1288 LOWE LN
<u>12 218105230257</u>	GINUPALLI VANI &	1296 LOWE LN
<u>12 218105230240</u>	MC DANIEL KYLE A & MELODY H	1304 LOWE LN
<u>12 218105230232</u>	CASTRO JUAN C	1312 LOWE LN
<u>12 218105230323</u>	KING CHARLES A JR & AMY S	1152 OLD ROSWELL RD
<u>12 218105230315</u>	JAMES D & JOANN S MOORE REVOCABLE LIVING TRUST THE	1160 OLD ROSWELL RD
<u>12 218105230307</u>	SAFARI DONNA M	1168 OLD ROSWELL RD
<u>12 218105230299</u>	SAFARI DONNA M	1176 OLD ROSWELL RD



Ethan Underwood

July 3, 2017

Re: Applicant: Lennar Georgia, Inc.
Project: Privatization of Streets - Redevelopment of Old Roswell Villas

To Whom It May Concern:

Pursuant to Section 36-67A-3 of the Official Code of Georgia Annotated, adopted by the Georgia General Assembly, effective July 1, 1986, please be advised that Miles, Hansford & Tallant, LLC has made the following campaign contributions to local officials of Alpharetta;

- 1) David Belle Isle for Secretary of State - \$250.00 from J. Ethan Underwood, P.C.

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

Sincerely,

A handwritten signature in blue ink that reads "Ethan Underwood".

Ethan Underwood



PH-17-24
LOWE LANE GATED COMMUNITY
202 Tribble Gap Road | Suite 200 | Cumming, Georgia 30040
770-781-4100 | www.mhlegal.com

J. Ethan Underwood
underwood@mhlegal.com

LETTER OF INTENT RESERVATION OF CONSTITUTIONAL AND LEGAL RIGHTS

Re: Applicant: Lennar Georgia, Inc.
Project: Privatization of Streets - Redevelopment of Old Roswell Villas

This Letter of Intent and Reservation of Constitutional and Other Legal Rights ("the Reservation") is intended to supplement and form a part of the land use application (the "Application") of the Applicant and the owners of the Subject Property and to put the City of Alpharetta on notice of the Applicant's assertion of its constitutional and legal rights.

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

The Applicant asserts the statements contained in the application package submitted herewith, incorporated herein by reference, and as may be amended (the "Application") describing justification for the Application, in any, as if such were fully stated herein. The Applicant incorporates all statements made in the Public Hearing Application submitted concurrently herewith as its letter of intent required by the City of Alpharetta.

A refusal by the City of Alpharetta to approve the Application, as requested by the Applicant, will impose a disproportionate hardship on the Applicant and owners of the Subject Property without benefiting any surrounding property owners. There is no reasonable use of the Subject Property except for development as proposed by the Applicant.

A refusal by the City of Alpharetta to approve the Application, as requested by the Applicant, will be unconstitutional in that they will constitute a taking of the Applicant's and owners' property rights without first paying fair, adequate, and just compensation for such rights in violation of Article I, Section III, Paragraph I of the Georgia Constitution of 1983, as amended, and the Fifth and Fourteenth Amendments to the Constitution of the United States.

A denial of the Application, as requested by the Applicant, will constitute an arbitrary and capricious act by the City of Alpharetta without any basis for such, and will constitute an abuse of discretion in violation of Article I, Section I, Paragraph I of the Georgia Constitution of 1983, as amended and the Due Process Clause of the Fifth and Fourteenth Amendments to the Constitution of the United States.

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

Page 2 of 2
July 3, 2017

The City of Alpharetta cannot lawfully impose more restrictive standards on the Subject Property's development than are presently set forth in the UDC. To do so will constitute a taking of the Subject Property as set forth above, and also amount to an unlawful delegation of the Board's authority in response to neighborhood opposition, in violation of Article IX, Section II, Paragraph IV of the Georgia Constitution of 1983, as amended. Any zoning conditions or other restrictions imposed on the Subject Property without the consent of the Applicant and property owners that do not serve to ameliorate the negative impacts of the development are invalid and void. As such, the Applicant and owners reserve the right to challenge any such zoning conditions and other restrictions. The Applicant and owners also reserve the right to challenge any unlawful exactions, whether they are in the form of illegal impact fees or otherwise.

Furthermore, this Reservation also constitutes an Ante Litem Notice pursuant to O.C.G.A. § 36-11-1, which places the City of Alpharetta and all other agents of the City on notice of the Applicant's and owners' intent to seek monetary damages and attorney's fees against the City of Alpharetta for any rezoning action, zoning condition, illegal impact fee and any other unlawful restrictions and exactions that are imposed on the Subject Property, the Applicant and the owners.

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

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

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

Sincerely,



Ethan Underwood,
Attorney for the Applicant

LOWE LANE GATED COMMUNITY

1184 LOWE LANE LAND TRUST THE 450 GALLOWAY CT ALPHARETTA, GA 30004	1192 LOWE LANE LAND TRUST THE 450 GALLOWAY CT ALPHARETTA, GA 30004	1240 LOWE LANE LAND TRUST THE 450 GALLOWAY CT ALPHARETTA, GA 30004
1256 LOWE LANE LAND TRUST THE 450 GALLOWAY CT ALPHARETTA, GA 30004	555 MANSELL APARTMENTS LLC 3399 PEACHTREE RD NE SUITE 1010 ATLANTA, GA 30326	ADVANTA IRA ADMINISTRATION, LLC FBO SARAH WINNER IRA #1510595 PO BOX 769224 ROSWELL, GA 30076
ADVAVTA IRA ADMINISTRATION LLC P.O. BOX 769224 ROSWELL, GA 30076	ALLEN PATRICIA G 114 ROSWELL COMMONS WAY ROSWELL, GA 30076	ALPERT ALEXANDER & ELENA 308 ROSWELL COMMONS CIR ROSWELL, GA 30076
ALPERT ALEXANDER & ELENA 5030 FOXBERRY LN ROSWELL, GA 30075	ANGLIN PATRICIA A 345 HEMBREE RD ROSWELL, GA 30075	APG MANSELL, LLC 1718 PEACHTREE ST SUITE 900 ATLANTA, GA 30309
ASHMEAD BRUCE A & SHEILA R 4630 ASTBLE CT ACWORTH, GA 30102	AUGUSTUS YEKATERINA 142 ROSWELL COMMONS WAY ROSWELL, GA 30076	AVENUE OF PATCHES INC 1210 WARSAW RD # 700 SUITE 700 ALPHARETTA, GA 30076
BOND STUART H & CHRISTINE L 310 ROSWELL COMMONS CIR ROSWELL, GA 30076	BROWN ELTON R BROWN SHIRLEY M 1330 FERNDALDE DR AUBURN, AL 36832-6746	CAMPBELL RONALD S 215 WINDFLOWER TRL ROSWELL, GA 30075
CASTRO JUAN C 1625 TRELIS XING ALPHARETTA, GA 30004	CHAROENLAP SURASAK & MINH T 987 ARLINGTON DR TUCKER, GA 30084	CHERNY GENE & MEBEL ZALMAN 113 ROSWELL COMMONS WAY ROSWELL, GA 30076
CHIOFOLO JOHN & MARCY 100 ROSWELL COMMONS WAY ROSWELL, GA 30076	CITY OF ALPHARETTA 2 SOUTH MAIN ST ALPHARETTA, GA 30004	CITY OF ALPHARETTA 2 SOUTH MAIN ST ALPHARETTA, GA 30004
CLARK ROBERT J & SHIRLEY 3340 WOODSFIELD DR MARIETTA, GA 30062	CNCC HOLDINGS LLC 710 MORGAN FALLS RD SANDY SPRINGS, GA 30350	COLLINS JAMES P & JULIE A 1075 OLD FORGE DR ROSWELL, GA 30076-1162
COMMONS INVESTMENTS LLC 530 ARDSLEY PL ALPHARETTA, GA 30005	DAVIS & FRASER INVESTMENTS LLC 786 LAKESHORE DR DULUTH, GA 30096	DE LA CRUZ DIANA & VILLANUEVA EVA 112 ROSWELL COMMONS WAY ROSWELL, GA 30076

DEDIC IZET & SEFIJA
169 ROSWELL COMMONS WAY
ROSWELL, GA 30076

DISCOVERY NOW III LLC
2760 HAZY HOLLOW RUN
ROSWELL, GA 30075

DISCOVERY NOW IV LLC
2760 HAZY HOLLOW RUN
ROSWELL, GA 30076-3601

DRA GRANDE OAKS LLC
P.O.BOX 450233
ATLANTA, GA 31145

FIFTEEN EIGHTY PROPERTIES
LLC
1101 KELDEN RIDGE
MARIETTA, GA 30068

FLANAGAN ROY F III
165 ROSWELL COMMONS WAY
ROSWELL, GA 30076

FLEURY MARK
13479 STONE POND DR
JACKSONVILLE, FL 32224

FRANCIS CHRISCENCIA
143 ROSWELL COMMONS WAY
ROSWELL, GA 30076

GEORGIA EDUCATION
AUTHORITY
270 WASHINGTON ST SW ROOM
207
ATLANTA, GA 30334

GIBSON JAMES
102 ROSWELL COMMONS WAY
ROSWELL, GA 30076

GINJUPALLI VAN I &
NALUBOLU HEMALATHA
2010 BOSTON CT
CUMMING, GA 30041

HALE WARREN & ANITA
112 ROSWELL COMMONS WAY
ROSWELL, GA 30075

HALE WARREN P
HALE ANITA E
110 ROSWELL COMMONS WAY
ROSWELL, GA 30076

HATTER JERRY
130 ROSWELL COMMONS WAY
ROSWELL, GA 30076

HEAD CAM S
1815 RIVERFALLS DR
ROSWELL, GA 30076

HINES THERESA
159 ROSWELL COMMONS WAY
ROSWELL, GA 30076

HOUSING INITIATIVE OF NORTH
FULTON INC
89 GROVE WAY
ROSWELL, GA 30075

HUANG FANG XIA
1322 OLD ROSWELL RD
ROSWELL, GA 30076

HUNTER LESLIE F
530 BRICKLEBERRY LN
ROSWELL, GA 30075

INSCOE HARRY G III
1084 OLD ROSWELL RD
ROSWELL, GA 30076

JACKSON MARY M
136 ROSWELL COMMONS WAY
ROSWELL, GA 30076

JAMES D & JOANN S MOORE
REVOCABLE LIVING
TRUST THE
3625 OAK LN
MARIETTA, GA 30062

JOHNSON RAIDA
103 ROSWELL COMMONS WAY
ROSWELL, GA 30076

JOLICOEUR JEAN &
DUPRE FRANCINE
1070 OLD FORGE DR
ROSWELL, GA 30076

JTS HOLDINGS LLC
875 OLD ROSWELL RD STE A200
ROSWELL, GA 30076

KASHANSKAYA IRYNA &
ANDERSON WYNAND
JOHANNES
141 ROSWELL COMMONS WAY
ROSWELL, GA 30076

KING CHARLES A JR & AMY S
1294 ALPHARETTA ST STE C-1
ROSWELL, GA 30075

KING CHARLES A JR & AMY S
1294 ALPHARETTA ST STE C-1
ROSWELL, GA 30075

KING CHARLES A JR & AMY S
1294 ALPHARETTA ST STE C-1
ROSWELL, GA 30075

KING CHARLES A JR & AMY S
1294 ALPHARETTA ST STE C-1
ROSWELL, GA 30075

LOWE LANE GATED COMMUNITY

KLIPNISTER VICTOR & OLGA
161 ROSWELL COMMONS WAY
ROSWELL, GA 30076

KUMIN ALAN R
3732 E. BAY ST
DULUTH, GA 30096

LEARY LESLIE C
1210 WARSAW RD # S-600
ROSWELL, GA 30076

LEARY LESLIE C
1210 WARSAW RD # 400
ROSWELL, GA 30076

LEARY LESLIE C
1210 WARSAW RD # 400
ROSWELL, GA 30076

LIEB CHRISTOPHER J
1090 OLD ROSWELL RD
ROSWELL, GA 30076

LIM NUUK TJIN
1104 OLD ROSWELL RD
ROSWELL, GA 30076

LOCAL HOMES LLC
3651 PEACHTREE PKWY SUITE
E393
SUWANEE, GA 30024

LUCKEY BARBARA K
121 ROSWELL COMMONS WAY
ROSWELL, GA 30076-1527

MACALUSO FAMILY REAL
ESTATE LLC
88 MANSSELL CT
ROSWELL, GA 30076

MAGNOLIA CAPITAL PARTNERS
LLC
1811 BALLYBUNION DR
DULUTH, GA 30097

MAGNOLIA CAPITAL PARTNERS
LLC
1811 BALLYBUNION DR
DULUTH, GA 30097

MC CLURE BETTINA H
1080 OLD FORGE DR
ROSWELL, GA 30075

MC DANIEL KYLE A & MELODY
H
P.O. BOX 922603
NORCROSS, GA 30010-2603

MC KENZIE HORTENSE &
ALBERT
140 ROSWELL COMMONS WAY
ROSWELL, GA 30076

MISHKA INVESTMENTS LLC
530 ARDSLEY PL
ALPHARETTA, GA 30005-8610

MOKRYNSKY MYKHAYLO &
MOKRYNSKA RUSLANA
5340 TAYLOR RD
ALPHARETTA, GA 30022

MORRISON MELODY N
4410 SETTLERS GROVE RD
CUMMING, GA 30028

MURPHY THOMAS J & DELMA V
1060 OLD FORGE DR
ROSWELL, GA 30076

MYERS Y COOPER COMPANY
THE
5050 E GALBRAITH RD SUITE B
CINCINNATI, OH 45236

NIMPHIUS MARY
175 DERBY FOREST CT
ROSWELL, GA 30076

NORRIS WESLEY C
163 ROSWELL COMMONS WAY
ROSWELL, GA 30076

NPP INVESTMENT CO LLC
1210 WARSAW RD # 800
ROSWELL, GA 30076

OLD ROSWELL ROAD LLC
3163 ARROWHEAD DR
GAINESVILLE, GA 30506

OSSIE RICHARD L
125 ROSWELL COMMONS WAY
ROSWELL, GA 30076

PATRICK JUANITA
171 ROSWELL COMMONS WAY
ROSWELL, GA 30076

PERSADI FRANKA A
127 ROSWELL COMMONS WAY
ROSWELL, GA 30076

PETTTI JOYCE A
157 ROSWELL COMMONS WAY
ROSWELL, GA 30076

PHILLIPS ELOISE R
1065 OLD FORGE DR
ROSWELL, GA 30076

PILGRIM YONETTE
126 ROSWELL COMMONS WAY
ROSWELL, GA 30076

PROM MOTOR HOTEL INC
700 W 47TH ST STE 200
KANSAS CITY, MO 64112-100

PROM MOTOR HOTEL INC ET AL
700 W 47TH ST STE 200
KANSAS CITY, MO 64112

PROM MOTOR HOTEL INC ET AL
700 W 47TH ST STE 200
KANSAS CITY, MO 64112-1800

PRUDENCIO EDGARDO J & EVA
B
146 ROSWELL COMMONS WAY
ROSWELL, GA 30076

QUISPE ROLANDO
109 ROSWELL COMMONS WAY
ROSWELL, GA 30076-1520

REPIN INVESTMENTS LLC
530 ARDSLEY PL
ALPHARETTA, GA 30005

ROBBINS CHRISTINA
2308 RADBURY LN
SNELLVILLE, GA 30078

ROSWELL INVESTMENTS 3 LLC
530 ARDSLEY PL
ALPHARETTA, GA 30005

RYAN HOMES INC
FAEVERNER BEESE
. ROSWELL COMMONS WAY
ROSWELL, GA 30002

SAINT DAVIDS EPISCOPAL
CHURCH
INC
975 OLD ROSWELL RD
ROSWELL, GA 30076

SAINT DAVIDS MISSION INC
1015 OLD ROSWELL RD
ROSWELL, GA 30076

SANDOVAL CELIA
309 ROSWELL COMMONS CIR
ROSWELL, GA 30076-4845

SAYAD PARTNERSHIP L P THE
3397 SAXONY GLEN
MARIETTA, GA 30066

SDW VENTURES LLC
P O BOX 720183
ATLANTA, GA 30358

SHAW SIDNEY & JING H
1248 LOWE LN
ROSWELL, GA 30076

SHELTON DAVID &
SHELTON VERONICA
1325 PARKMONT DR
ROSWELL, GA 30076

SHENK JASON
7764 MOUNT VERNON RD
ATLANTA, GA 30350

SHIPP DONOVAN
1315 CRIQUE WAY
ROSWELL, GA 30076-2056

SKYLINE PROPERTIES
DEVELOPMENT CORP
380 LUM CROWE RD
ROSWELL, GA 30076

SLOAN DONNA C
1570 WARSAW RD
ROSWELL, GA 30076

SLUCHOK ALEXANDER & ANNA
220 CREEK RUN CT
ALPHARETTA, GA 30005

SLUCHOK ANNA
119 ROSWELL COMMONS WAY
ROSWELL, GA 30076

SMITH STEVEN S
SMITH REBECCA L
115 ROSWELL COMMONS WAY
ROSWELL, GA 30076

SPENCER MELISSA W
1096 OLD ROSWELL RD
ROSWELL, GA 30076

SPIES RICHARD L
2822 BELLWIND CIR
ROCKLEDGE, FL 32955

SPLAWN STACY & DUPUIS
EVELYN
118 ROSWELL COMMONS WAY
ROSWELL, GA 30076

STAATS LIVING TRUST THE
3744 HIGH SHOALS DR
NORCROSS, GA 30092

STRELA INVESTMENTS LLC
530 ARDSLEY PL
ALPHARETTA, GA 30005

STRICKLAND MARIO
147 ROSWELL COMMONS WAY
ROSWELL, GA 30076

SUAREZ DIANA M & RUBEN D
1070 MOUNTCLAIRE DR
CUMMING, GA 30041

LOWE LANE GATED COMMUNITY

SUMMERLIN DANIEL W
875 OLD ROSWELL RD # A100
ROSWELL, GA 30076

SUSSMAN KENNETH
P.O. BOX 769224
ROSWELL, GA 30076

TAMANJI RENE T & DIBORA
1208 LOWE LN
ROSWELL, GA 30076

TAYLOR JUDITH S
1210 WARSAW RD SUITE 100
ROSWELL, GA 30076

TEASLEY MARILYN G
529 KAREN DR
ALPHARETTA, GA 30009

THERMAL PRO LLC
1210 WARSAW RD SUITE
1000&1100
ROSWELL, GA 30076

THERMAL PRO LLC
1210 WARSAW RD SUITE
1000&1100
ROSWELL, GA 30076

TRI MANAGEMENT G P
23 ETOWAH DR
CARTERSVILLE, GA 30120-3533

TRIANO JOAN M
107 ROSWELL COMMONS WAY
ROSWELL, GA 30076

TSANG CHI H
123 ROSWELL COMMONS WAY
ROSWELL, GA 30076-1527

VAYNSHTEYN RIMMA
VAYNSHTEYN BORIS
120 ROSWELL COMMONS WAY
ROSWELL, GA 30076-1527

VEGA LAURA C PEREZ
137 ROSWELL COMMONS WAY
ROSWELL, GA 30076

VELDE BRENT W & KELLY J
120 CHARLESTON CIR
ROSWELL, GA 30076

VELDE BRENT W & KELLY J
120 CHARLESTON CIR
ROSWELL, GA 30076

WALKER HARRIETT J
149 ROSWELL COMMONS WAY
ROSWELL, GA 30076

WANG SHYHGANG & MICHELE S
104 ROSWELL COMMONS WAY
ROSWELL, GA 30076-1520

WILLIAMS PATRICIA &
HAMLETT CYNTHIA
108 ROSWELL COMMONS WAY
ROSWELL, GA 30076

WINNER SARAH
P.O. BOX 769224
ROSWELL, GA 30076

WINNER SARAH
P.O. BOX 769224
ROSWELL, GA 30076

WINNER SARAH
P.O. BOX 769224
ROSWELL, GA 30076-8217

WINNER SARAH L
P.O. BOX 769224
ROSWELL, GA 30076

WOFFORD RITA B
1055 OLD FORGE DR
ROSWELL, GA 30076-1622

Y & N PROPERTY INVESTMENT
LLC
8055 INNSBRUCK DR
ATLANTA, GA 30350

Y & N PROPERTY INVESTMENT
LLC
8055 INNSBRUCK DR
ATLANTA, GA 30350

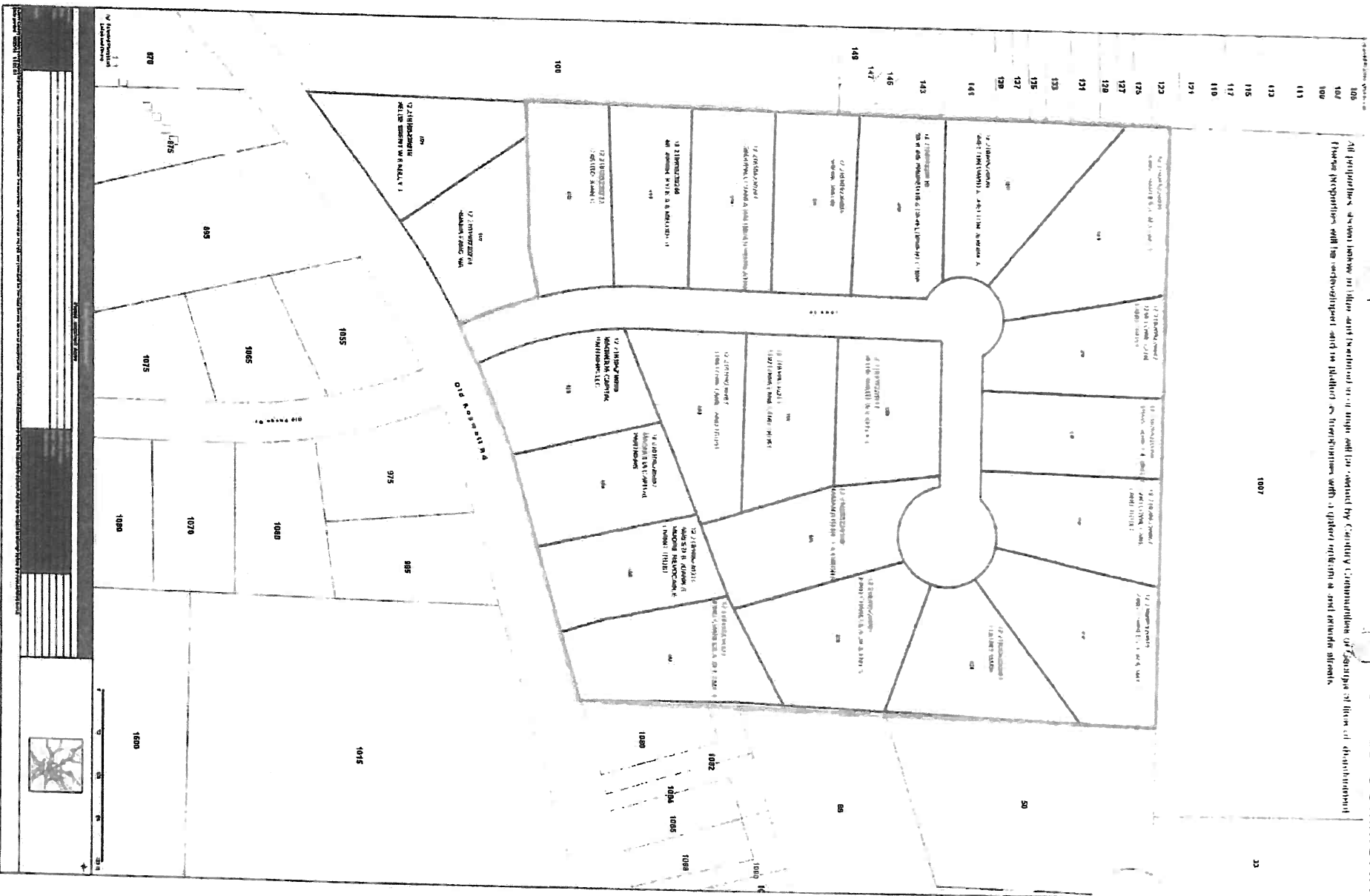
ZEMILJA INVESTMENTS LLC
530 ARDSLEY PL
ALPHARETTA, GA 30005

ZEZETKO IGOR & GALINA
306 ROSWELL COMMONS CIR
ROSWELL, GA 30076

ZURAS JOHN P JR
875 OLD ROSWELL RD # A300
ROSWELL, GA 30076

LOWE LANE GATED COMMUNITY

All properties shown below in blue and bordered in red are subject to the terms and conditions of the subdivision. Properties not shown in blue and not bordered in red are not subject to the terms and conditions of the subdivision.



OVERSTORY LARGE TREE



Red Maple -
Acer rubrum



Trident Maple -
Acer buergerianum

UNDERSTORY TREE



Fringe Tree -
Chionanthus virginicus



Eastern Redbud -
Cercis canadensis

EVERGREEN TREE



Nellie R. Stevens Holly -
Ilex x 'Nellie R. Stevens'



Cryptomeria -
Cryptomeria radicans

ORNAMENTAL TREE



Chaste Tree -
Vilox agrus-castus



Flowering Dogwood -
Cornus florida

EVERGREEN SHRUB



Sweetbay Magnolia -
Magnolia virginiana



Small Arise Tree -
Illicium parviflorum



Southern Wax Myrtle -
Myrica carifera

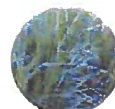


Camellia -
Camellia sinensis

EVERGREEN GROUNDCOVER



Creeping Lily Turf -
Liriope spicata



Mondo grass -
Ophiopogon japonicus

FLOWERING SHRUB



Formosa Azalea -
Azalea Indica 'Formosa'



Gardenia -
Gardenia jasminoides



Forsythia -
Forsythia x intermedia

ANNUALS



Pansy -
Different Varieties



Marigold -
Tagetes erecta

ORNAMENTAL GRASS



Muhly Grass -
Muhlenbergia capillaris



Northern Sea Oats -
Chasmanthium latifolium





20' Townhomes - Ground Entry Alley Garage



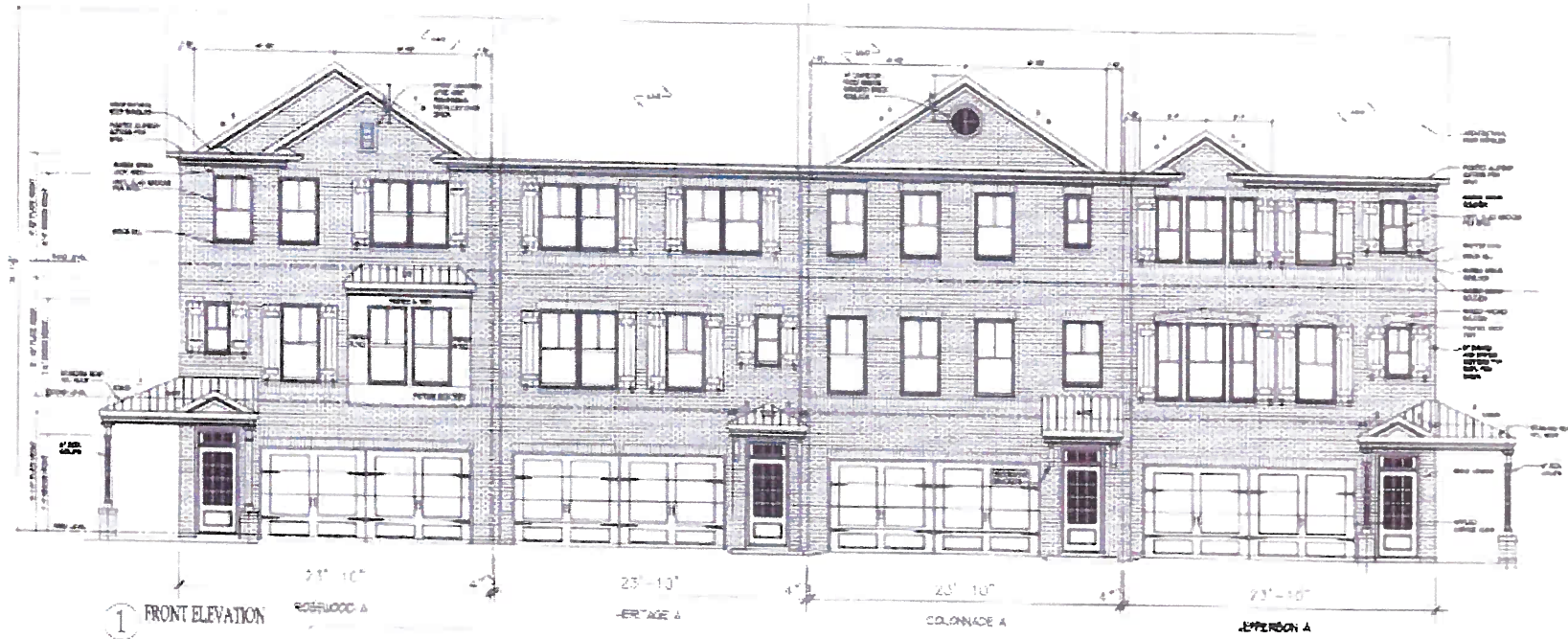
Residential Design by
Main Street Designs of Georgia, LLC
3000 Peachtree Dunwoody Road, Suite 100
Alpharetta, GA 30022
(404) 487-1800

Lowe Lane at Roswell Road

Alpharetta, Georgia

LENNAR

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Dorcy, Johnson, and Associates, Inc. is a Lennar Company
Serving the Atlanta Area



24' Townhomes - Ground Entry Front Garage



Architectural Services
Main Street Designs of Georgia, LLC
3000 Peachtree Dunwoody Road, Suite 100
Atlanta, Georgia 30328
(404) 488-1000

Lowe Lane at Roswell Road
Alpharetta, Georgia

LENNAR

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Lennar.com



City Council Meeting STAFF REPORT

Submitting Department: Community Development

Submitted By:

Meeting Date: August 21, 2017

I. AGENDA ITEM TITLE: PH-17-25 LOWE LANE ROAD ABANDONMENT (COUNCIL ONLY)
CONSIDERATION OF A REQUEST TO ABANDON THE LOWE LANE RIGHT-OF-WAY. THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOCATED IN LAND LOTS 522 AND 523, 1ST DISTRICT, 2ND SECTION, FULTON COUNTY, GEORGIA.

II. RECOMMENDATION:

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:

Council Agenda Report, Resolution, Exhibit A , Application, Survey, Legal Description



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT

SUBMITTED BY: KATHI COOK

DRAFTED BY: MICHAEL WOODMAN

I. AGENDA ITEM TITLE: PH-17-25 LOWE LANE ROAD ABANDONMENT

CITY COUNCIL: AUGUST 21, 2017

II. RECOMMENDATION:

Approve PH-17-25 Lowe Lane Road Abandonment request to abandon the Lowe Lane public right-of-way.

III. REPORT IN BRIEF:

The applicant, Lennar Georgia, Inc., requests a road abandonment of the 1.165-acre Lowe Lane right-of-way in order to redevelop the Old Roswell Villas & Townhomes subdivision. If approved, the right-of-way will be incorporated into a proposed 12.89-acre 'For-Sale' townhome community. New internal streets are proposed to be private and the community will be gated. Lowe Lane is located on the north side of Old Roswell Road, just west of Warsaw Road.

DISCUSSION

The Lowe Lane right-of-way is approximately 1.165 acres. The abandoned right-of-way will be incorporated into a proposed residential subdivision. The applicant requests, through a separate public hearing item, that new internal streets be private and the subdivision be gated. Lennar Georgia, Inc. proposes to redevelop the Old Roswell Villas & Townhomes property with a 128-unit 'For-Sale' townhome community. The property is zoned R-10M, which permits a density of up to ten (10) dwelling units per acre and allows both 'For-Rent' and 'For-Sale' residential product.

Access will not be denied as a result of the proposed road abandonment.

CONCURRENCES

City departments were consulted on this issue and expressed no concerns with the applicant's request.

IV. ATTACHMENTS:

- Survey
- Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF ALPHARETTA PROVIDING FOR THE
ABANDONMENT AND DISPOSITION OF A CERTAIN PUBLIC RIGHT OF WAY
(Lowe Lane)**

WHEREAS, the City of Alpharetta has received an application for the abandonment of a public right-of-way known as Lowe Lane, located in Land Lots 522 and 523, 1st District, 2nd Section, Fulton County, Georgia.

WHEREAS, after due consideration and investigation, the Mayor and Council for the City of Alpharetta (the "City Council") have determined that the right-of-way of Lowe Lane described in the attached Exhibit "A" has ceased to be used by the public to the extent that no substantial public purpose is served by it; and

WHEREAS, the City has notified the public and the abutting property owners of its intention to abandon said right-of-way; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Alpharetta hereby resolves that Lowe Lane described in the attached Exhibit "A" is hereby abandoned as a public road and shall no longer be part of the City street system and the Mayor and such other City officials as may be appropriate are hereby authorized to dispose of Lowe Lane described in the attached Exhibit "A": as stipulated as a result of the public hearing process in accordance with the provisions of applicable law.

SO RESOLVED this _____ day of _____ 2017.

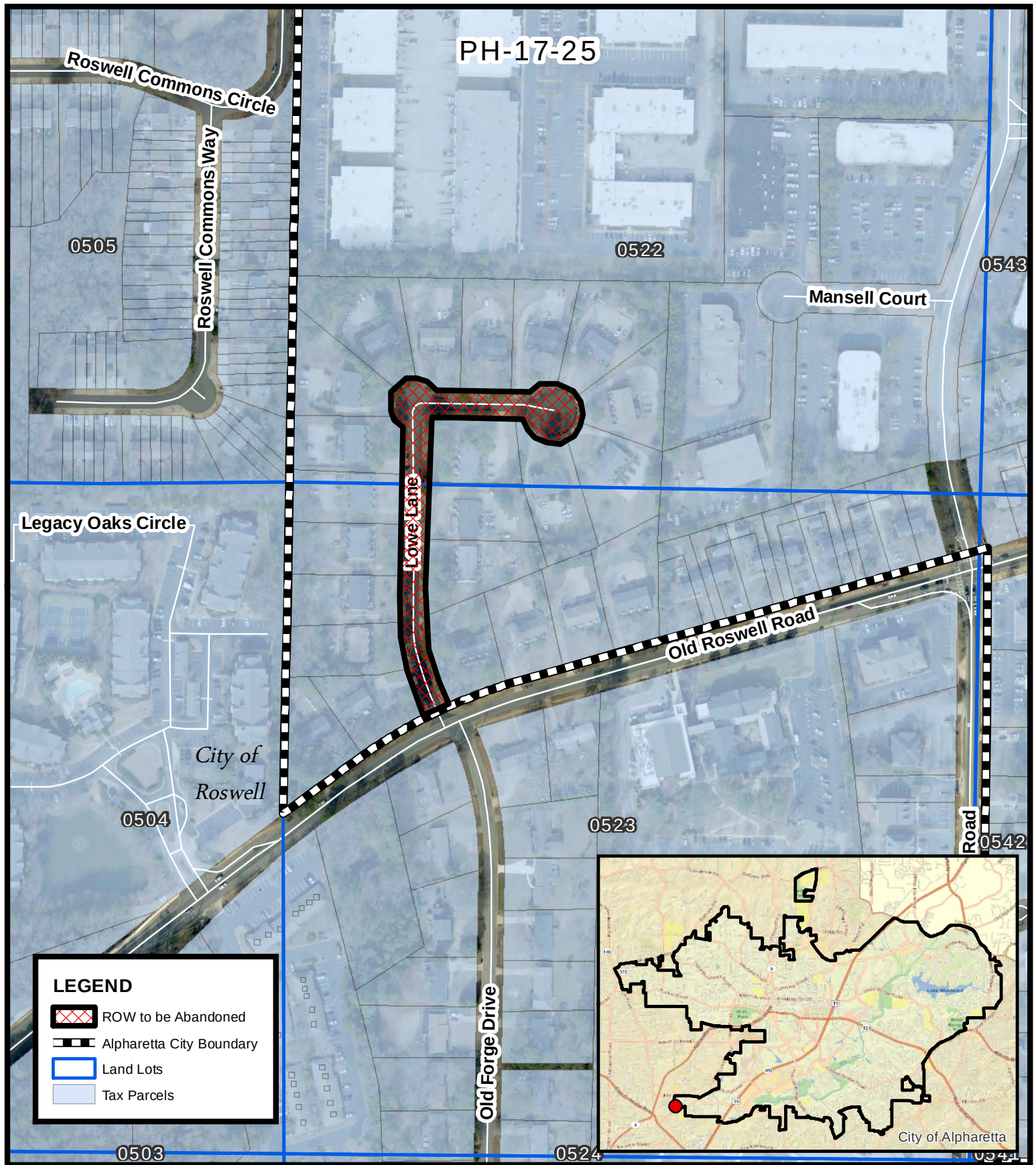
CITY OF ALPHARETTA

BY: _____
David Belle Isle, Mayor

Council Members:

_____	_____
_____	_____
_____	_____

ATTEST: _____
City Clerk



Location Map
Lowe Lane
Right-of-Way Abandonment

PH-17-25
D/LL: 1/2/522, 523
CC: 08/21/17



Location Map Provided by:
Community Development - GIS



COPY

Updated March 2016

LOWE LANE RD ABANDONMENT

CITY OF ALPHARETTA

**ROAD ABANDONMENT
REQUEST FORM**

Please check all information supplied on the following pages to ensure that all spaces are filled out completely and accurately and that all required supporting materials have been supplied before signing this form.

Please make your check payable to "City of Alpharetta". The application fee is \$400, which must be submitted at the time of application.

Remit application and fee to the Department of Community Development, 2 Park Plaza, Alpharetta, GA 30009. If you have questions, please contact the department by calling 678-297-6070.

FOR OFFICE USE ONLY

Case # _____

Date In _____

Date Out _____

☐ \$400 Fee Paid



Applicant Information:

Contact Name Jim Bowersox

Company Name Lennar Georgia, Inc.

Mailing Address 1000 Holcomb Woods Pkwy, Bldg 200, Suite 200

City Roswell

State GA

Zip Code 30076

Telephone 770-670-2775

Fax 770-670-2741

Email Address jim.bowersox@lennar.com

Property Information:

Current Road Name Lowe Lane

Land Lot(s) 522 & 523

District / Section District 1/ 2nd Section

The subject property for which abandonment is being requested is identified by (select one):

☐ Survey Dated _____ Prepared By _____

☒ Other Plat Specify Right-of-Way Abandonment Plat (See Attached)

Reason For Request:

In the space provided, please explain the reason for which you are requesting abandonment of the subject property. Please attach additional pages if necessary.

The Applicant is proposing a new for-sale townhome community by taking out the existing homes and building a new, vibrant community to new standards.

LOWE LANE RD ABANDONMENT

Please list all property owners, including address and telephone number, who have property abutting the subject road. Attach additional pages as necessary.

Name	Address	Telephone
See Attached		

Please list anyone, including address and telephone number, who presently resides on property abutting the subject road. Attach additional pages as necessary.

Name	Address	Telephone
See Attached		

In the space provided, please describe the efforts that you have undertaken to notify the aforementioned property owners and residents of your request to abandon the subject road. If such notification was in writing, please attach a sample of the letter or other document used. If such notification was mailed, please attach proof of mailing.

All of the above properties are under contract for sale with the Applicant and the owners are aware of the road abandonment as part of the assemblage of properties for development. The abandonment will not be required until after acquisition by the Applicant of all of the assembled properties. If all properties are not acquired by the Applicant, there will be no abandonment needed. For this reason, the Applicant requests that the abandonment be approved, conditioned upon and effective as of the acquisition by the Applicant of all the properties currently having road frontage on Lowe Lane.

Is any of the property abutting the subject road for sale?

☒ Yes

☐ No

Is the sale of the property contingent upon the road abandonment?

☒ Yes

☐ No

☐ N/A

LOWE LANE RD ABANDONMENT

Is any portion of the subject road to be included in the sale of property? ☒ Yes ☐ No ☐ N/A

Please describe the location and the acreage involved.

Approximately 1.249 Acres comprising the ROW of Low Lane

Is an alternate road proposed in lieu of the road to be abandoned? If "yes", please attach a site plan indicating the location of the proposed substitute road. ☐ Yes ☒ No

Will access be denied to any property as a result of this road abandonment? If "yes", please list these properties by address, including owner's name and telephone number. Attach additional sheets if necessary. ☒ Yes ☐ No

Name	Address	Telephone
HUANG FANG XIA	1322 Old Roswell Rd, Roswell, GA 30076	

For properties that have frontage on the subject road, are there alternate points of access to enter and exit these properties? If yes, please identify alternate points of access for each property. Attach additional sheets if necessary. ☒ Yes ☐ No

Address	Alternate Access Point
1322 Old Roswell Road, Roswell, GA 30076	1322 Old Roswell Road, Roswell, GA 30076

Please provide twenty (20) copies of a boundary survey showing the proposed road abandonment, all utility locations, existing rights-of-way, acreage and contiguous property owners. Include a location map on the survey and a legal description of the subject roadway.

Please be advised that the City of Alpharetta may require a traffic study and property appraisal in conjunction with this petition.

LOWE LANE RD ABANDONMENT

1184 LOWE LANE LAND TRUST
THE
450 GALLOWAY CT
ALPHARETTA, GA 30004

1192 LOWE LANE LAND TRUST
THE
450 GALLOWAY CT
ALPHARETTA, GA 30004

1240 LOWE LANE LAND TRUST
THE
450 GALLOWAY CT
ALPHARETTA, GA 30004

1256 LOWE LANE LAND TRUST
THE
450 GALLOWAY CT
ALPHARETTA, GA 30004

555 MANSELL APARTMENTS
LLC
3399 PEACHTREE RD NE SUITE
1010
ATLANTA, GA 30326

ADVANTA IRA
ADMINISTRATION, LLC FBO
SARAH WINNER IRA #1510595
PO BOX 769224
ROSWELL, GA 30076

ADVAVTA IRA ADMINISTRATION
LLC
P.O. BOX 769224
ROSWELL, GA 30076

ALLEN PATRICIA G
114 ROSWELL COMMONS WAY
ROSWELL, GA 30076

ALPERT ALEXANDER & ELENA
308 ROSWELL COMMONS CIR
ROSWELL, GA 30076

ALPERT ALEXANDER & ELENA
5030 FOXBERRY LN
ROSWELL, GA 30075

ANGLIN PATRICIA A
345 HEMBREE RD
ROSWELL, GA 30075

APG MANSELL LLC
1718 PEACHTREE ST SUITE 900
ATLANTA, GA 30309

ASHMEAD BRUCE A & SHELIA R
4630 ASTIBLE CT
ACWORTH, GA 30102

AUGUSTUS YEKATERINA
142 ROSWELL COMMONS WAY
ROSWELL, GA 30076

AVENUE OF PATCHES INC
1210 WARSAW RD # 700
SUITE 700
ALPHARETTA, GA 30076

BOND STUART H & CHRISTINE L
310 ROSWELL COMMONS CIR
ROSWELL, GA 30076

BROWN ELTON R
BROWN SHIRLEY M
1330 FERNDAL DR
AUBURN, AL 36832-6746

CAMPBELL RONALD S
215 WINDFLOWER TRL
ROSWELL, GA 30075

CASTRO JUAN C
1625 TRELIS XING
ALPHARETTA, GA 30004

CHAROENLAP SURASAK &
MINH T
987 ARLINGTON DR
TUCKER, GA 30084

CHERNY GENE & MEBEL
ZALMAN
113 ROSWELL COMMONS WAY
ROSWELL, GA 30076

CHIOFOLO JOHN & MARCY
100 ROSWELL COMMONS WAY
ROSWELL, GA 30076

CITY OF ALPHARETTA
2 SOUTH MAIN ST
ALPHARETTA, GA 30004

CITY OF ALPHARETTA
2 SOUTH MAIN ST
ALPHARETTA, GA 30004

CLARK ROBERT J & SHIRLEY
3340 WOODSFIELD DR
MARIETTA, GA 30062

CNCC HOLDINGS LLC
710 MORGAN FALLS RD
SANDY SPRINGS, GA 30350

COLLINS JAMES P & JULIE A
1075 OLD FORGE DR
ROSWELL, GA 30076-1162

COMMONS INVESTMENTS LLC
530 ARDSLEY PL
ALPHARETTA, GA 30005

DAVIS & FRASER INVESTMENTS
LLC
786 LAKESHORE DR
DULUTH, GA 30096

DE LA CRUZ DIANA &
VILLANUEVA EVA
112 ROSWELL COMMONS WAY
ROSWELL, GA 30076

LOWE LANE RD ABANDONMENT

DEDIC IZET & SEFIJA
169 ROSWELL COMMONS WAY
ROSWELL, GA 30076

DISCOVERY NOW III LLC
2760 HAZY HOLLOW RUN
ROSWELL, GA 30075

DISCOVERY NOW IV LLC
2760 HAZY HOLLOW RUN
ROSWELL, GA 30076-3601

DRA GRANDE OAKS LLC
P.O.BOX 450233
ATLANTA, GA 31145

FIFTEEN EIGHTY PROPERTIES
LLC
1101 KELDEN RIDGE
MARIETTA, GA 30068

FLANAGAN ROY F III
165 ROSWELL COMMONS WAY
ROSWELL, GA 30076

FLEURY MARK
13479 STONE POND DR
JACKSONVILLE, FL 32224

FRANCIS CHRISCENCIA
143 ROSWELL COMMONS WAY
ROSWELL, GA 30076

GEORGIA EDUCATION
AUTHORITY
270 WASHINGTON ST SW ROOM
207
ATLANTA, GA 30334

GIBSON JAMES
102 ROSWELL COMMONS WAY
ROSWELL, GA 30076

GINJUPALLI VANI &
NALUBOLU HEMALATHA
2010 BOSTON CT
CUMMING, GA 30041

HALE WARREN & ANITA
112 ROSWELL COMMONS WAY
ROSWELL, GA 30075

HALE WARREN P
HALE ANITA E
110 ROSWELL COMMONS WAY
ROSWELL, GA 30076

HATTER JERRY
130 ROSWELL COMMONS WAY
ROSWELL, GA 30076

HEAD CAM S
1815 RIVERFALLS DR
ROSWELL, GA 30076

HINES THERESA
159 ROSWELL COMMONS WAY
ROSWELL, GA 30076

HOUSING INITIATIVE OF NORTH
FULTON INC
89 GROVE WAY
ROSWELL, GA 30075

HUANG FANG XIA
1322 OLD ROSWELL RD
ROSWELL, GA 30076

HUNTER LESLIE F
530 BRICKLEBERRY LN
ROSWELL, GA 30075

INSCOE HARRY G III
1084 OLD ROSWELL RD
ROSWELL, GA 30076

JACKSON MARY M
136 ROSWELL COMMONS WAY
ROSWELL, GA 30076

JAMES D & JOANN S MOORE
REVOCABLE LIVING
TRUST THE
3625 OAK LN
MARIETTA, GA 30062

JOHNSON RAIDA
103 ROSWELL COMMONS WAY
ROSWELL, GA 30076

JOLICOEUR JEAN &
DUPRE FRANCINE
1070 OLD FORGE DR
ROSWELL, GA 30076

JTS HOLDINGS LLC
875 OLD ROSWELL RD STE A200
ROSWELL, GA 30076

KASHANSKAYA IRYNA &
ANDERSON WYNAND
JOHANNES
141 ROSWELL COMMONS WAY
ROSWELL, GA 30076

KING CHARLES A JR & AMY S
1294 ALPHARETTA ST STE C-I
ROSWELL, GA 30075

KING CHARLES A JR & AMY S
1294 ALPHARETTA ST STE C-I
ROSWELL, GA 30075

KING CHARLES A JR & AMY S
1294 ALPHARETTA ST STE C-I
ROSWELL, GA 30075

KING CHARLES A JR & AMY S
1294 ALPHARETTA ST STE C-I
ROSWELL, GA 30075

LOWE LANE RD ABANDONMENT

KLIPNISTER VICTOR & OLGA
161 ROSWELL COMMONS WAY
ROSWELL, GA 30076

KUMIN ALAN R
3732 E. BAY ST
DULUTH, GA 30096

LEARY LESLIE C
1210 WARSAW RD # S-600
ROSWELL, GA 30076

LEARY LESLIE C
1210 WARSAW RD # 400
ROSWELL, GA 30076

LEARY LESLIE C
1210 WARSAW RD # 400
ROSWELL, GA 30076

LIEB CHRISTOPHER J
1090 OLD ROSWELL RD
ROSWELL, GA 30076

LIM NJUK TJIN
1104 OLD ROSWELL RD
ROSWELL, GA 30076

LOCAL HOMES LLC
3651 PEACHTREE PKWY SUITE
E393
SUWANEE, GA 30024

LUCKEY BARBARA K
121 ROSWELL COMMONS WAY
ROSWELL, GA 30076-1527

MACALUSO FAMILY REAL
ESTATE LLC
88 MANSELL CT
ROSWELL, GA 30076

MAGNOLIA CAPITAL PARTNERS
LLC
1811 BALLYBUNION DR
DULUTH, GA 30097

MAGNOLIA CAPITAL PARTNERS
LLC
1811 BALLYBUNION DR
DULUTH, GA 30097

MC CLURE BETTINA H
1080 OLD FORGE DR
ROSWELL, GA 30075

MC DANIEL KYLE A & MELODY
H
P.O. BOX 922603
NORCROSS, GA 30010-2603

MC KENZIE HORTENSE &
ALBERT
140 ROSWELL COMMONS WAY
ROSWELL, GA 30076

MISHKA INVESTMENTS LLC
530 ARDSLEY PL
ALPHARETTA, GA 30005-8610

MOKRYNSKY MYKHAYLO &
MOKRYNSKA RUSLANA
5340 TAYLOR RD
ALPHARETTA, GA 30022

MORRISON MELODY N
4410 SETTLERS GROVE RD
CUMMING, GA 30028

MURPHY THOMAS J & DELMA V
1060 OLD FORGE DR
ROSWELL, GA 30076

MYERS Y COOPER COMPANY
THE
5050 E GALBRAITH RD SUITE B
CINCINNATI, OH 45236

NIMPHIUS MARY
175 DERBY FOREST CT
ROSWELL, GA 30076

NORRIS WESLEY C
163 ROSWELL COMMONS WAY
ROSWELL, GA 30076

NPP INVESTMENT CO LLC
1210 WARSAW RD # 800
ROSWELL, GA 30076

OLD ROSWELL ROAD LLC
3163 ARROWHEAD DR
GAINESVILLE, GA 30506

OSSIE RICHARD L
125 ROSWELL COMMONS WAY
ROSWELL, GA 30076

PATRICK JUANITA
171 ROSWELL COMMONS WAY
ROSWELL, GA 30076

PERSADI FRANKA A
127 ROSWELL COMMONS WAY
ROSWELL, GA 30076

PETTIT JOYCE A
157 ROSWELL COMMONS WAY
ROSWELL, GA 30076

PHILLIPS ELOISE R
1065 OLD FORGE DR
ROSWELL, GA 30076

PILGRIM YONETTE
126 ROSWELL COMMONS WAY
ROSWELL, GA 30076

LOWE LANE RD ABANDONMENT

PROM MOTOR HOTEL INC
700 W 47TH ST STE 200
KANSAS CITY, MO 64112-100

PROM MOTOR HOTEL INC ET AL
700 W 47TH ST STE 200
KANSAS CITY, MO 64112

PROM MOTOR HOTEL INC ET AL
700 W 47TH ST STE 200
KANSAS CITY, MO 64112-1800

PRUDENCIO EDGARDO J & EVA
B
146 ROSWELL COMMONS WAY
ROSWELL, GA 30076

QUISPE ROLANDO
109 ROSWELL COMMONS WAY
ROSWELL, GA 30076-1520

REPIN INVESTMENTS LLC
530 ARDSLEY PL
ALPHARETTA, GA 30005

ROBBINS CHRISTINA
2308 RADBURY LN
SNELLVILLE, GA 30078

ROSWELL INVESTMENTS 3 LLC
530 ARDSLEY PL
ALPHARETTA, GA 30005

RYAN HOMES INC
FAEVERNER BEESE
. ROSWELL COMMONS WAY
ROSWELL, GA 30002

SAINT DAVIDS EPISCOPAL
CHURCH
INC
975 OLD ROSWELL RD
ROSWELL, GA 30076

SAINT DAVIDS MISSION INC
1015 OLD ROSWELL RD
ROSWELL, GA 30076

SANDOVAL CELIA
309 ROSWELL COMMONS CIR
ROSWELL, GA 30076-4845

SAYAD PARTNERSHIP L P THE
3397 SAXONY GLEN
MARIETTA, GA 30066

SDW VENTURES LLC
P O BOX 720183
ATLANTA, GA 30358

SHAW SIDNEY & JING H
1248 LOWE LN
ROSWELL, GA 30076

SHELTON DAVID &
SHELTON VERONICA
1325 PARKMONT DR
ROSWELL, GA 30076

SHENK JASON
7764 MOUNT VERNON RD
ATLANTA, GA 30350

SHIPP DONOVAN
1315 CRIQUE WAY
ROSWELL, GA 30076-2056

SKYLINE PROPERTIES
DEVELOPMENT CORP
380 LUM CROWE RD
ROSWELL, GA 30076

SLOAN DONNA C
1570 WARSAW RD
ROSWELL, GA 30076

SLUCHOK ALEXANDER & ANNA
220 CREEK RUN CT
ALPHARETTA, GA 30005

SLUCHOK ANNA
119 ROSWELL COMMONS WAY
ROSWELL, GA 30076

SMITH STEVEN S
SMITH REBECCA L
115 ROSWELL COMMONS WAY
ROSWELL, GA 30076

SPENCER MELISSA W
1096 OLD ROSWELL RD
ROSWELL, GA 30076

SPIES RICHARD L
2822 BELLWIND CIR
ROCKLEDGE, FL 32955

SPLAWN STACY & DUPUIS
EVELYN
118 ROSWELL COMMONS WAY
ROSWELL, GA 30076

STAATS LIVING TRUST THE
3744 HIGH SHOALS DR
NORCROSS, GA 30092

STRELA INVESTMENTS LLC
530 ARDSLEY PL
ALPHARETTA, GA 30005

STRICKLAND MARIO
147 ROSWELL COMMONS WAY
ROSWELL, GA 30076

SUAREZ DIANA M & RUBEN D
1070 MOUNTCLAIRE DR
CUMMING, GA 30041

LOWE LANE RD ABANDONMENT

SUMMERLIN DANIEL W
875 OLD ROSWELL RD # A100
ROSWELL, GA 30076

SUSSMAN KENNETH
P.O. BOX 769224
ROSWELL, GA 30076

TAMANJI RENE T & DIBORA
1208 LOWE LN
ROSWELL, GA 30076

TAYLOR JUDITH S
1210 WARSAW RD SUITE 100
ROSWELL, GA 30076

TEASLEY MARILYN G
529 KAREN DR
ALPHARETTA, GA 30009

THERMAL PRO LLC
1210 WARSAW RD SUITE
1000&1100
ROSWELL, GA 30076

THERMAL PRO LLC
1210 WARSAW RD SUITE
1000&1100
ROSWELL, GA 30076

TRI MANAGEMENT G P
23 ETOWAH DR
CARTERSVILLE, GA 30120-3533

TRIANO JOAN M
107 ROSWELL COMMONS WAY
ROSWELL, GA 30076

TSANG CHI H
123 ROSWELL COMMONS WAY
ROSWELL, GA 30076-1527

VAYNSHTEYN RIMMA
VAYNSHTEYN BORIS
120 ROSWELL COMMONS WAY
ROSWELL, GA 30076-1527

VEGA LAURA C PEREZ
137 ROSWELL COMMONS WAY
ROSWELL, GA 30076

VELDE BRENT W & KELLY J
120 CHARLESTON CIR
ROSWELL, GA 30076

VELDE BRENT W & KELLY J
120 CHARLESTON CIR
ROSWELL, GA 30076

WALKER HARRIETT J
149 ROSWELL COMMONS WAY
ROSWELL, GA 30076

WANG SHYHGANG & MICHELE S
104 ROSWELL COMMONS WAY
ROSWELL, GA 30076-1520

WILLIAMS PATRICIA &
HAMLETT CYNTHIA
108 ROSWELL COMMONS WAY
ROSWELL, GA 30076

WINNER SARAH
P.O. BOX 769224
ROSWELL, GA 30076

WINNER SARAH
P.O. BOX 769224
ROSWELL, GA 30076

WINNER SARAH
P.O. BOX 769224
ROSWELL, GA 30076-8217

WINNER SARAH L
P.O. BOX 769224
ROSWELL, GA 30076

WOFFORD RITA B
1055 OLD FORGE DR
ROSWELL, GA 30076-1622

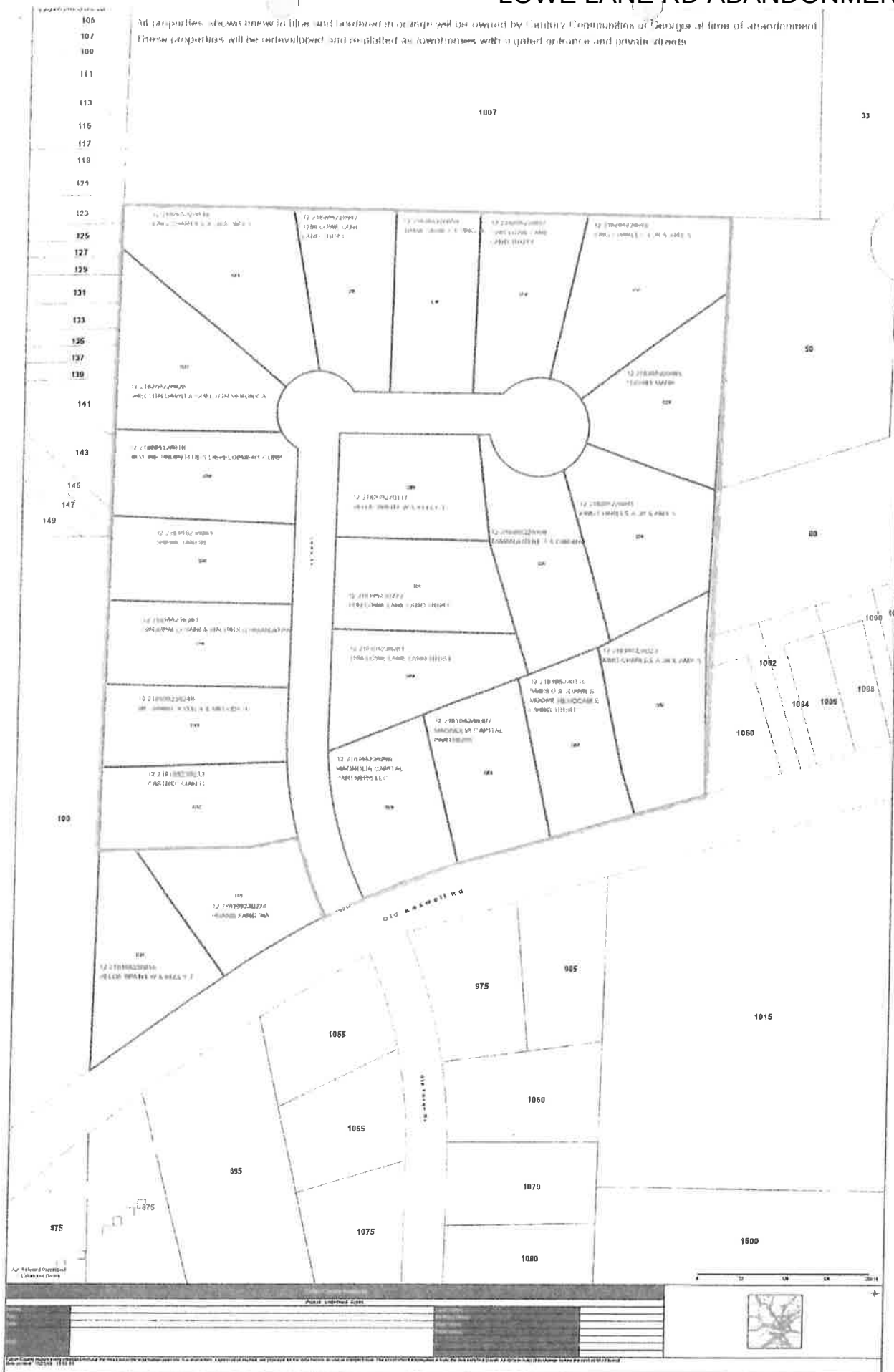
Y & N PROPERTY INVESTMENT
LLC
8055 INNSBRUCK DR
ATLANTA, GA 30350

Y & N PROPERTY INVESTMENT
LLC
8055 INNSBRUCK DR
ATLANTA, GA 30350

ZEMILIA INVESTMENTS LLC
530 ARDSLEY PL
ALPHARETTA, GA 30005

ZEZETKO IGOR & GALINA
306 ROSWELL COMMONS CIR
ROSWELL, GA 30076

ZURAS JOHN P JR
875 OLD ROSWELL RD # A300
ROSWELL, GA 30076





Ethan Underwood

July 3, 2017

Re: Applicant: Lennar Georgia, Inc.
Project: Abandonment of Lowe Lane Right-of-Way

To Whom It May Concern:

Pursuant to Section 36-67A-3 of the Official Code of Georgia Annotated, adopted by the Georgia General Assembly, effective July 1, 1986, please be advised that Miles, Hansford & Tallant, LLC has made the following campaign contributions to local officials of Alpharetta;

- 1) David Belle Isle for Secretary of State - \$250.00 from J. Ethan Underwood, P.C.

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

Sincerely,

Ethan Underwood

J. Ethan Underwood
eunderwood@mhtlegal.com

LETTER OF INTENT RESERVATION OF CONSTITUTIONAL AND LEGAL RIGHTS

Re: Applicant: Lennar Georgia, Inc.
Project: Abandonment of Lowe Lane Right-of-Way

This Letter of Intent and Reservation of Constitutional and Other Legal Rights ("the Reservation") is intended to supplement and form a part of the land use application (the "Application") of the Applicant and the owners of the Subject Property and to put the City of Alpharetta on notice of the Applicant's assertion of its constitutional and legal rights.

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

The Applicant asserts the statements contained in the application package submitted herewith, incorporated herein by reference, and as may be amended (the "Application") describing justification for the Application, in any, as if such were fully stated herein. The Applicant incorporates all statements made in the Public Hearing Application submitted concurrently herewith as its letter of intent required by the City of Alpharetta.

A refusal by the City of Alpharetta to approve the Application, as requested by the Applicant, will impose a disproportionate hardship on the Applicant and owners of the Subject Property without benefiting any surrounding property owners. There is no reasonable use of the Subject Property except for development as proposed by the Applicant.

A refusal by the City of Alpharetta to approve the Application, as requested by the Applicant, will be unconstitutional in that they will constitute a taking of the Applicant's and owners' property rights without first paying fair, adequate, and just compensation for such rights in violation of Article I, Section III, Paragraph I of the Georgia Constitution of 1983, as amended, and the Fifth and Fourteenth Amendments to the Constitution of the United States.

A denial of the Application, as requested by the Applicant, will constitute an arbitrary and capricious act by the City of Alpharetta without any basis for such, and will constitute an abuse of discretion in violation of Article I, Section I, Paragraph I of the Georgia Constitution of 1983, as amended and the Due Process Clause of the Fifth and Fourteenth Amendments to the Constitution of the United States.

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

Page 2 of 2
July 3, 2017

The City of Alpharetta cannot lawfully impose more restrictive standards on the Subject Property's development than are presently set forth in the UDC. To do so will constitute a taking of the Subject Property as set forth above, and also amount to an unlawful delegation of the Board's authority in response to neighborhood opposition, in violation of Article IX, Section II, Paragraph IV of the Georgia Constitution of 1983, as amended. Any zoning conditions or other restrictions imposed on the Subject Property without the consent of the Applicant and property owners that do not serve to ameliorate the negative impacts of the development are invalid and void. As such, the Applicant and owners reserve the right to challenge any such zoning conditions and other restrictions. The Applicant and owners also reserve the right to challenge any unlawful exactions, whether they are in the form of illegal impact fees or otherwise.

Furthermore, this Reservation also constitutes an Ante Litem Notice pursuant to O.C.G.A. § 36-11-1, which places the City of Alpharetta and all other agents of the City on notice of the Applicant's and owners' intent to seek monetary damages and attorney's fees against the City of Alpharetta for any rezoning action, zoning condition, illegal impact fee and any other unlawful restrictions and exactions that are imposed on the Subject Property, the Applicant and the owners.

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

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

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

Sincerely,



Ethan Underwood,
Attorney for the Applicant

LOWE LANE RD ABANDONMENT

NOTES

1. The underground utilities shown have been located from field survey information and existing drawings. This surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from information supplied and to the surveyor's best knowledge are approximately as shown. The surveyor has not physically located the underground utilities.

2. I have examined the Federal Emergency Management Agency Flood Insurance Rate Map for Fulton County, Georgia and Incorporated Areas, Community Panel Number 13121C0062F, Panel 62 of 490, effective date September 18, 2013 and found NO portion of the property shown hereon to fall within a designated Flood Zone "A" (areas of 100 Year flood).

3. The orthometric heights (elevations and contours) shown hereon were determined by GPS observations and were adjusted by Planners and Engineers Collaborative in December 2016. North American Datum of 1983 (NAD83), North American Vertical Datum of 1988 (NAVD88), Georgia West Zone State Plane Coordinates.

4. The term "Certification" relating to professional engineering and land surveying services shall mean a signed statement based upon facts and knowledge known to the registrant and is not a guarantee or warranty, either expressed or implied.

5. This survey has been prepared without the benefit of a current title inspection report. Easements or other encumbrances may exist on public record but not be shown hereon.

6. No zoning information provided for building setbacks.

7. There is no observed evidence of recent earth moving work, building construction or building additions observed in the process of conducting fieldwork.

8. Underground utilities marked by Planners and Engineers Collaborative. Phone number: 770-451-2741.

SITE

SITE MAP (NTS)

The field data upon which this map or plat is based has a closure precision of one foot in 81,252 feet and an angular error of 00° 00' 00" per angle point and was adjusted using the compass adjustment rule.

This map or plat has been calculated for closure and is found to be accurate to within one foot in 825,218 feet.

EQUIPMENT USED:

ANGULAR: TOPCON TOTAL STATION

LINEAR: TOPCON TOTAL STATION

PARCEL	AREA		DEED BOOK / PAGE	TAX PARCEL ID
	ACRES	SQ. FT.		
1	0.529	23,036	48774 / 338	12-2181-0523-21
2	0.541	23,581	58752 / 841	12-2181-0523-22
3	0.534	23,267	45125 / 309	12-2181-0523-23
4	0.503	21,829	7995 / 163	12-2181-0523-24
5	0.502	21,866	58451 / 265	12-2181-0523-25
6	0.503	21,914	58451 / 235	12-2181-0523-26
7	0.506	22,052	49432 / 76	12-2181-0523-27
8	0.615	26,789	52451 / 389	12-2181-0523-28
9	0.723	31,488	50857 / 369	12-2181-0523-29
10	0.502	21,886	50178 / 375	12-2181-0523-30
11	0.505	21,994	41651 / 270	12-2181-0523-31
12	0.530	23,368	50178 / 379	12-2181-0523-32
13	0.704	30,645	50857 / 369	12-2181-0523-33
14	0.530	23,478	55642 / 335	12-2181-0523-34
15	0.746	32,494	50857 / 369	12-2181-0523-35
16	0.545	23,736	40498 / 310	12-2181-0523-36
17	0.518	22,556	48774 / 311	12-2181-0523-37
18	0.499	21,734	50178 / 371	12-2181-0523-38
19	0.507	22,089	50178 / 377	12-2181-0523-39
20	0.553	24,077	56146 / 399	12-2181-0523-40
21	0.527	22,942	56146 / 401	12-2181-0523-41
22	0.472	20,551	54818 / 583	12-2181-0523-42
23	0.583	25,410	52857 / 369	12-2181-0523-43

REFERENCES

1. Final Plat of Old Roswell Villas, by Horlbeck & Associates, Inc., dated November 1, 1980, recorded in Plat Book 123, Page 67.
2. Survey of Lot 8, Block A, Mansell 400 Business Park, by Watts and Browning, dated August 10, 1990.



SHEET 1 OF 3

REV	DATE	DESCRIPTION	BY
1	06/27/17	REVISE R/W ABANDON PARCELS	JNH

PLANNERS AND ENGINEERS COLLABORATIVE

"WE PROVIDE SOLUTIONS"



■ SITE PLANNING ■ LANDSCAPE ARCHITECTURE
■ CIVIL ENGINEERING ■ LAND SURVEYING

350 RESEARCH COURT PEACHTREE CORNERS GEORGIA 30092
[770]451-2741 ■ WWW.PECATL.COM

OF

LOWE LANE

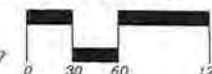
CITY OF ALPHARETTA

LAND LOT(S) 522 & 523
DISTRICT 1st, 2nd SECTION

FULTON COUNTY
GEORGIA

RIGHT-OF-WAY ABANDONMENT PLAT

DRAWN BY: MCS
CHECKED BY: JNH
FILE NO.: 16142.00
DATE: JANUARY 24, 2017
SCALE: 1"=60'



LOWE LANE RD ABANDONMENT

MATCHLINE (SEE SHEET 3)

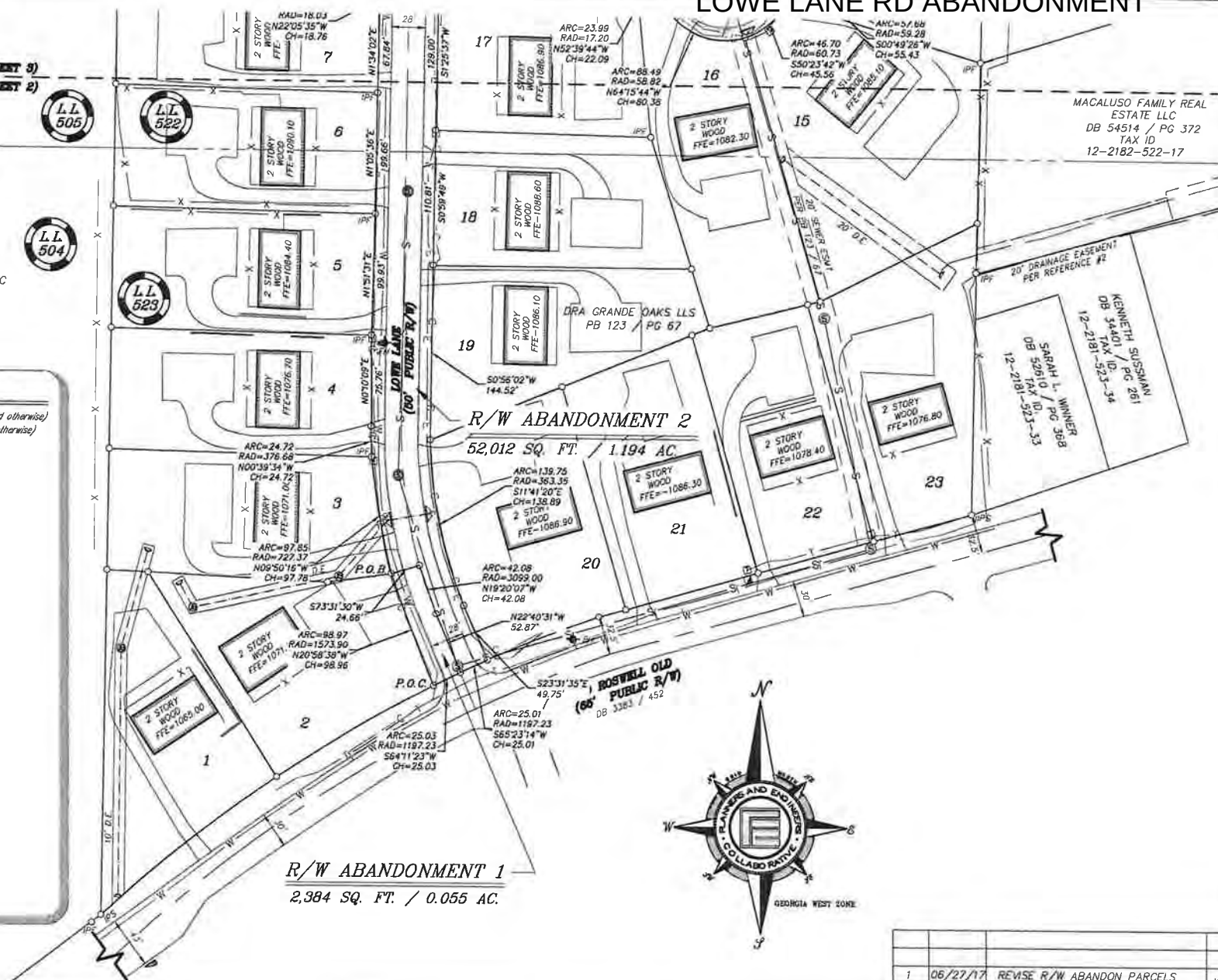
MATCHLINE (SEE SHEET 2)

APPROXIMATE LAND LOT LINE

DRA GRANDE OAKS LLC
DB 45708 / PG 323
TAX ID
12-2180-504-4

LEGEND

- PF IRON PIN FOUND (#4 Re-Rod unless noted otherwise)
- PS IRON PIN SET (#4 Re-Rod unless noted otherwise)
- DI PIPE IRON PIN FOUND (open top pipe)
- CI PIPE IRON PIN SET (crimp top pipe)
- POINT
- CMF CONCRETE MONUMENT FOUND
- MH SANITARY SEWER MANHOLE
- S SANITARY SEWER LINE
- STORM DRAINAGE LINE
- CS COMB. STORM & SAN. SEWER LINE
- CB CATCH BASIN
- JB JUNCTION BOX
- DI DROP INLET
- WI WEIR INLET
- CI CURB INLET
- PP POWER POLE
- PPW POWER POLE W/ GUY WIRE
- OP OVERHEAD POWER / TELEPHONE LINE
- WV WATER VALVE
- GV GAS VALVE
- FH FIRE HYDRANT
- W WATER LINE
- UG UNDERGROUND GAS LINE
- UE UNDERGROUND ELECTRIC LINE
- UT UNDERGROUND TELEPHONE LINE
- UC UNDERGROUND CABLE LINE
- LP LIGHT POLE
- ET EXISTING TREE
- CD CALLS PER DEED
- TM TOP OF WALL
- BM BOTTOM OF WALL
- W WALL (TYP)
- TR TRANSFORMER
- BH BOREHOLE
- RCP REINFORCED CONCRETE PIPE
- B.S.L. BUILDING SETBACK LINE
- SG SIGN
- BOC BACK OF CURB



SHEET 2 OF 3

REV	DATE	DESCRIPTION	BY
1	06/27/17	REVISE R/W ABANDON PARCELS	JNH

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- CIVIL ENGINEERING ■ LAND SURVEYING

350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092
[770]451-2741 ■ WWW.PECCAL.COM

LAND LOT(S) 522 & 523
DISTRICT 1st, 2nd SECTION

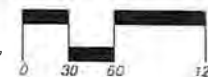
OF
LOWE LANE

CITY OF ALPHARETTA

FULTON COUNTY
GEORGIA

RIGHT-OF-WAY ABANDONMENT PLAT

DRAWN BY: MCS
CHECKED BY: JNH
FILE NO.: 16142 00
DATE: JANUARY 24, 2017
SCALE: 1"=60'



LOWE LANE RD ABANDONMENT



ROSWELL COMMONS
PB 126 / PG 57

APG MANSELL LLC
DB 45714 / PG 409
TAX ID
12-2180-522-37

CITY OF ALPHARETTA
NO DEED FOUND
TAX ID
12-2182-522-19

MACALUSO FAMILY REAL
ESTATE LLC
DB 54514 / PG 372
TAX ID
12-2182-522-17

MATCHLINE (SEE SHEET 3)
MATCHLINE (SEE SHEET 2)

APPROXIMATE LAND LOT LINE

L.L.
505

L.L.
522

SHEET 3 OF 3

REV	DATE	DESCRIPTION	BY
1	06/27/17	REVISE R/W ABANDON PARCELS	JNH

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350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092
(770)451-2741 ■ WWW.PECCATL.COM

LAND LOT(S) 522 & 523
DISTRICT 1st, 2nd SECTION

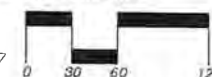
OF
LOWE LANE

CITY OF ALPHARETTA

FULTON COUNTY
GEORGIA

RIGHT-OF-WAY ABANDONMENT PLAT

DRAWN BY: MCS
CHECKED BY: JNH
FILE NO.: 16142.00
DATE: JANUARY 24, 2017
SCALE: 1"=60'



LOWE LANE RD ABANDONMENT

LEGAL DESCRIPTION

All that tract or parcel of land, lying in Land Lots 522 and 523 of the 2nd District, 1st Section of Fulton County, Georgia, being identified as "R/W Abandonment 2" and consisting of 1.194 acres more or less according to a plat of survey, dated January 24, 2017, last revised June 27, 2017, prepared by Planners and Engineers Collaborative, certified by Jonathan H. Howard, Georgia Registered Land Surveyor No. 3008 and, according to such plat of survey, being more particularly described as follows:

To find the True Point of Beginning, commence at a point located at the common intersection of the Westerly Right-of-Way of Lowe Lane (50' R/W) and Northerly Right-of-Way of Old Roswell Road (65' R/W), thence leaving the Northerly Right-of-Way of Old Roswell Road along a curve to the right having a radius of 1573.90 feet and an arc length of 98.97 feet, being subtended by a chord of North 20 degrees 58 minutes 38 seconds West for a distance of 98.96 feet along the Westerly Right-of-Way of Lowe Lane to a point, which is the True Point of Beginning; run

THENCE, from the True Point of Beginning along a curve to the right having a radius of 727.37 feet and an arc length of 97.85 feet, being subtended by a chord of North 09 degrees 50 minutes 16 seconds West for a distance of 97.98 feet to an iron pin found (#4 rebar); run

THENCE, along a curve to the right having a radius of 376.68 feet and an arc length of 24.72 feet, being subtended by a chord of North 00 degrees 39 minutes 34 seconds West for a distance of 24.72 feet to an iron pin found (#4 rebar); run

THENCE, North 00 degrees 10 minutes 09 seconds East a distance of 75.76 feet to an iron pin found (#4 rebar); run

THENCE, North 01 degrees 51 minutes 31 seconds East a distance of 99.93 feet to an iron pin found (#4 rebar); run

THENCE, North 01 degrees 05 minutes 36 seconds East a distance of 99.66 feet to an iron pin found (#4 rebar); run

THENCE, North 01 degrees 34 minutes 02 seconds East a distance of 67.84 feet to a point; run

THENCE, along a curve to the left having a radius of 18.03 feet and an arc length 19.73 feet, being subtended by a chord of North 22 degrees 05 minutes 35 seconds West for a distance of 18.76 feet to a point; run

THENCE, along a curve to the right having a radius of 34.90 feet and an arc length of 22.84 feet, being subtended by a chord of North 35 degrees 42 minutes 33 seconds West for a distance of 22.43 feet to an iron pin found (#4 rebar); run

LOWE LANE RD ABANDONMENT

THENCE, along a curve to the right having a radius of 56.50 feet and an arc length of 54.30 feet, being subtended by a chord of North 07 degrees 33 minutes 37 seconds East for a distance of 52.23 feet to an iron pin found (#4 rebar); run

THENCE, along a curve to the right having a radius of 41.94 feet and an arc length of 40.32 feet, being subtended by a chord of North 62 degrees 25 minutes 36 seconds East for a distance of 38.78 feet to an iron pin found (#4 rebar); run

THENCE, along a curve to the right having a radius of 55.64 feet and an arc length of 54.93 feet, being subtended by a chord of South 63 degrees 58 minutes 26 seconds East for a distance of 52.73 feet to a point; run

THENCE, along a curve to the right having a radius of 9.40 feet and an arc length of 6.70 feet, being subtended by a chord of South 71 degrees 01 minutes 19 seconds East for a distance of 6.56 feet to a point; run

THENCE, South 88 degrees 54 minutes 39 seconds East a distance of 35.43 feet to a point; run

THENCE, South 88 degrees 54 minutes 39 seconds East a distance of 100.00 feet to an iron pin found (#4 rebar); run

THENCE, South 88 degrees 54 minutes 39 seconds East a distance of 24.63 feet to a point; run

THENCE, along a curve to the right having a radius of 24.08 feet and an arc length of 13.91 feet, being subtended by a chord of North 68 degrees 27 minutes 10 seconds East for a distance of 13.72 feet to a point; run

THENCE, along a curve to the right having a radius of 60.38 feet and an arc length of 69.13 feet, being subtended by a chord of North 79 degrees 22 minutes 54 seconds East a distance of 65.41 feet to a point; run

THENCE, along a curve to the right having a radius of 60.33 feet and an arc length of 42.68 feet, being subtended by a chord of South 47 degrees 32 minutes 28 seconds East for a distance of 41.80 feet to a point; run

THENCE, along a curve to the right having a radius of 59.28 feet and an arc length of 57.68 feet, being subtended by a chord of South 00 degrees 49 minutes 26 seconds West for a distance of 55.43 feet to a point; run

THENCE, along a curve to the right having a radius of 60.73 feet and an arc length of 46.70 feet, being subtended by a chord of South 50 degrees 23 minutes 42 seconds West for a distance of 45.56 feet to a point; run

LOWE LANE RD ABANDONMENT

THENCE, along a curve to the right having a radius of 58.82 feet and an arc length of 88.49 feet, being subtended by a chord of North 64 degrees 15 minutes 44 seconds West for a distance of 80.38 feet to a point; run

THENCE, along a curve to the left having a radius of 17.20 feet and an arc length of 23.99 feet, being subtended by a chord of North 52 degrees 39 minutes 44 seconds West for a distance of 22.09 feet to a point; run

THENCE, North 89 degrees 33 minutes 00 seconds West for a distance of 1.11 feet to a point; run

THENCE, North 89 degrees 41 minutes 10 seconds West for a distance of 165.66 feet to a point; run

THENCE, South 01 degrees 25 minutes 37 seconds West for a distance of 129.00 feet to a point; run

THENCE, South 00 degrees 59 minutes 49 seconds West for a distance of 110.81 feet to a point; run

THENCE, South 00 degrees 56 minutes 02 seconds West for a distance of 144.52 feet to a point; run

THENCE, along a curve to the left having a radius of 363.35 feet and an arc length of 139.75 feet, being subtended by a chord of South 11 degrees 41 minutes 20 seconds East for a distance of 138.89 feet to a point; run

THENCE, South 23 degrees 31 minutes 35 seconds East for a distance of 49.75 feet to a point; run

THENCE, along a curve to the left South 65 degrees 23 minutes 14 seconds West for a distance of 25.01 feet to a point; run

THENCE, North 22 degrees 40 minutes 31 seconds West for a distance of 52.87 feet to a point; run

THENCE, along a curve to the right having a radius of 3099.00 feet and an arc length of 42.08 feet, being subtended by a chord of North 19 degrees 20 minutes 07 seconds West for a distance of 42.08 feet to a point; run

THENCE, South 73 degrees 31 minutes 30 seconds West for a distance of 24.66 feet to a point located at the Westerly Right-of-Way of Lowe Lane, which is the True Point of Beginning.

Said property is more fully described according to the above-referenced plat, a copy of which is attached and incorporated herein by this reference.

TOGETHER WITH:

All that tract or parcel of land, lying in Land Lots 522 and 523 of the 2nd District, 1st Section of Fulton County, Georgia, being identified as "R/W Abandonment 1" and consisting of 0.055 acres more or less according to a plat of survey, dated January 24, 2017, last revised June 27, 2017, prepared by Planners and Engineers Collaborative, certified by Jonathan H. Howard, Georgia Registered Land Surveyor No. 3008 and, according to such plat of survey, being more particularly described as follows:

To find the True Point of Beginning, commence at a point located at the common intersection of the Westerly Right-of-Way of Lowe Lane (50' R/W) and Northerly Right-of-Way of Old Roswell Road (65' R/W), which is the True Point of Beginning; run

THENCE, from the True Point of Beginning along a curve to the right having a radius of 1573.90 feet and an arc length of 98.97 feet, being subtended by a chord of North 20 degrees 58 minutes 38 seconds West for a distance of 98.96 feet to a point; run

THENCE, North 73 degrees 31 minutes 30 seconds East for a distance of 24.66 feet to a point; run

THENCE, along a curve to the right having a radius of 3099.00 feet and an arc length of 42.08 feet, being subtended by a chord of North 19 degrees 20 minutes 07 seconds West for a distance of 42.08 feet to a point; run

THENCE, North 22 degrees 40 minutes 31 seconds West for a distance of 52.87 feet to a point; run

THENCE, along a curve to the left having a radius of 1197.23 feet and an arc length of 25.03 feet, being subtended by a chord of South of 64 degrees 11 minutes 23 seconds West for a distance of 25.03 feet to a point located at the common intersection of the Westerly Right-of-Way of Lowe Lane and Northerly Right-of-Way of Old Roswell Road, which is the True Point of Beginning.

Said property is more fully described according to the above-referenced plat, a copy of which is attached and incorporated herein by this reference.

LOWE LANE RD ABANDONMENT

NOTES

1. The underground utilities shown have been located from field survey information and existing drawings. This surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from information supplied and to the surveyor's best knowledge are approximately as shown. The surveyor has not physically located the underground utilities.

2. I have examined the Federal Emergency Management Agency Flood Insurance Rate Map for Fulton County, Georgia and Incorporated Areas, Community Panel Number 13121C0062F, Panel 62 of 490, effective date September 18, 2013 and found NO portion of the property shown hereon to fall within a designated Flood Zone "A" (areas of 100 Year flood).

3. The orthometric heights (elevations and contours) shown hereon were determined by GPS observations and were adjusted by Planners and Engineers Collaborative in December 2016. North American Datum of 1983 (NAD83), North American Vertical Datum of 1988 (NAVD88), Georgia West Zone State Plane Coordinates.

4. The term "Certification" relating to professional engineering and land surveying services shall mean a signed statement based upon facts and knowledge known to the registrant and is not a guarantee or warranty, either expressed or implied.

5. This survey has been prepared without the benefit of a current title inspection report. Easements or other encumbrances may exist on public record but not be shown hereon.

6. No zoning information provided for building setbacks.

7. There is no observed evidence of recent earth moving work, building construction or building additions observed in the process of conducting fieldwork.

8. Underground utilities marked by Planners and Engineers Collaborative. Phone number 770-451-2741.

SITE

SITE MAP (NTS)

The field data upon which this map or plat is based has a closure precision of one foot in 81,252 feet and an angular error of 00° 00' 00" per angle point and was adjusted using the compass adjustment rule.

This map or plat has been calculated for closure and is found to be accurate to within one foot in 825,218 feet.

EQUIPMENT USED:

ANGULAR: TOPCON TOTAL STATION

LINEAR: TOPCON TOTAL STATION

PARCEL	AREA		DEED BOOK / PAGE	TAX PARCEL #
	ACRES	SQ. FT.		
1	0.529	23,038	46774 / 538	12-2181-0523-21
2	0.541	23,581	55152 / 841	12-2181-0523-22
3	0.534	23,267	45125 / 308	12-2181-0523-23
4	0.503	21,829	7995 / 163	12-2181-0523-24
5	0.502	21,886	55451 / 205	12-2181-0523-25
6	0.503	21,814	56851 / 515	12-2181-0523-26
7	0.506	22,052	49432 / 78	12-2181-0523-27
8	0.615	26,789	52451 / 386	12-2181-0523-28
9	0.723	31,488	50952 / 369	12-2181-0523-29
10	0.502	21,886	50178 / 325	12-2181-0523-30
11	0.505	21,994	41851 / 370	12-2181-0523-31
12	0.536	23,368	50178 / 379	12-2181-0523-32
13	0.704	30,645	50957 / 360	12-2181-0523-33
14	0.529	23,478	55542 / 235	12-2181-0523-34
15	0.748	32,494	50957 / 369	12-2181-0523-35
16	0.545	23,736	40498 / 310	12-2181-0523-36
17	0.518	22,556	46774 / 511	12-2181-0523-37
18	0.480	21,734	50178 / 371	12-2181-0523-38
19	0.507	22,069	50178 / 372	12-2181-0523-39
20	0.553	24,077	56148 / 398	12-2181-0523-40
21	0.527	22,942	56148 / 401	12-2181-0523-41
22	0.472	20,551	54818 / 583	12-2181-0523-42
23	0.583	25,410	50957 / 369	12-2181-0523-43

REFERENCES

1. Final Plat of Old Roswell Villas, by Horlbeck & Associates, Inc., dated November 1, 1980, recorded in Plat Book 123, Page 67.

2. Survey of Lot 8, Block A, Mansell 400 Business Park, by Watts and Browning, dated August 10, 1990.



SHEET 1 OF 3

REV	DATE	DESCRIPTION	BY
1	06/27/17	REVISE R/W ABANDON PARCELS	JNH

PLANNERS AND ENGINEERS COLLABORATIVE

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■ SITE PLANNING ■ LANDSCAPE ARCHITECTURE
■ CIVIL ENGINEERING ■ LAND SURVEYING

350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092
(770)451-2741 ■ WWW.PECCATL.COM

OF

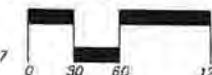
LOWE LANE

CITY OF ALPHARETTA

FULTON COUNTY
GEORGIA

RIGHT-OF-WAY ABANDONMENT PLAT

DRAWN BY: MCS
CHECKED BY: JNH
FILE NO.: 16142-00
DATE: JANUARY 24, 2017
SCALE: 1"=60'



LOWE LANE RD ABANDONMENT

MATCHLINE (SEE SHEET 3)
MATCHLINE (SEE SHEET 2)

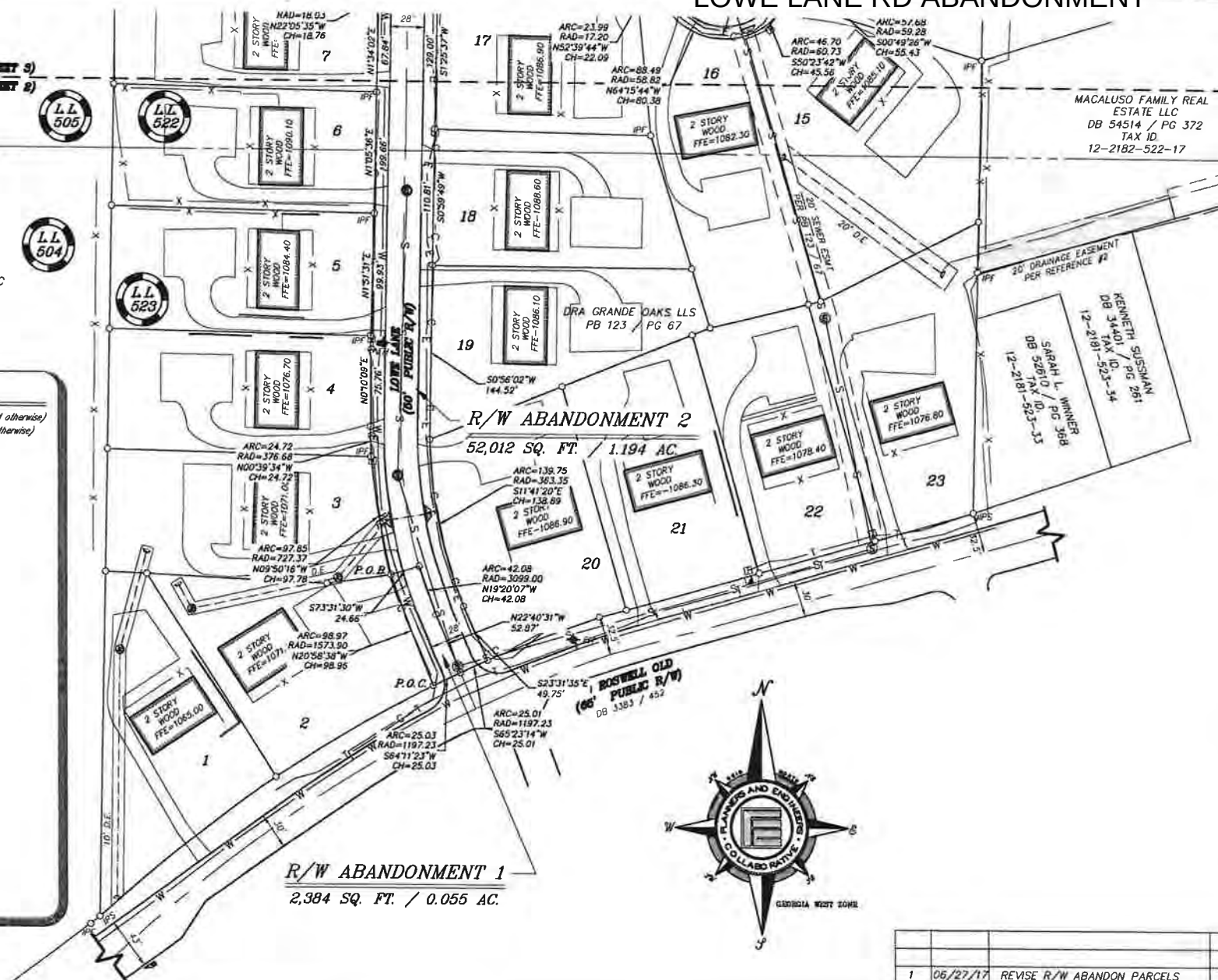
APPROXIMATE LAND LOT LINE

DRA GRANDE OAKS LLC
DB 45708 / PG 323
TAX ID.
12-2180-504-4

MACALUSO FAMILY REAL
ESTATE LLC
DB 54514 / PG 372
TAX ID.
12-2182-522-17

LEGEND

- IRON PIN FOUND (A Re-Rod unless noted otherwise)
- IRON PIN SET (A Re-Rod unless noted otherwise)
- OPEN IRON PIN FOUND (open top pipe)
- IRON PIN SET (crimp top pipe)
- POINT
- CONCRETE MONUMENT FOUND
- SANITARY SEWER MANHOLE
- SANITARY SEWER LINE
- STORM DRAINAGE LINE
- COMB. STORM & SAN. SEWER LINE
- CB CATCH BASIN
- JB JUNCTION BOX
- DI DROP INLET
- RI RIVER INLET
- CI CURB INLET
- PP POWER POLE
- PPW POWER POLE W/ GUY WIRE
- OP OVERHEAD POWER / TELEPHONE LINE
- WV WATER VALVE
- GV GAS VALVE
- FH FIRE HYDRANT
- W WATER LINE
- UG UNDERGROUND GAS LINE
- UE UNDERGROUND ELECTRIC LINE
- UT UNDERGROUND TELEPHONE LINE
- UC UNDERGROUND CABLE LINE
- LP LIGHT POLE
- ET EXISTING TREE
- CD CALLS PER DEED
- TW TOP OF WALL
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- WALL (TYP)
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- SGN SIGN
- BOC BACK OF CURB



SHEET 2 OF 3

REV	DATE	DESCRIPTION	BY
1	06/27/17	REVISE R/W ABANDON PARCELS	JNH

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LAND LOT(S) 522 & 523
DISTRICT 1st, 2nd SECTION

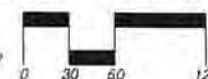
OF
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SCALE: 1"=60'



LOWE LANE RD ABANDONMENT

APG MANSELL LLC
DB 45714 / PG 409
TAX ID.
12-2180-522-37

CITY OF ALPHARETTA
NO DEED FOUND
TAX ID
12-2182-522-19

MACALUSO FAMILY REAL
ESTATE LLC
DB 54514 / PG 372
TAX ID.
12-2182-522-17

ROSWELL COMMONS
PB 126 / PG 57



MATCHLINE (SEE SHEET 3)
MATCHLINE (SEE SHEET 2)

L.L.
505

L.L.
522

APPROXIMATE LAND LOT LINE

SHEET 3 OF 3

REV	DATE	DESCRIPTION	BY
1	06/27/17	REVISE R/W ABANDON PARCELS	JNH

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LAND LOT(S) 522 & 523
DISTRICT 1st, 2nd SECTION

OF
LOWE LANE

CITY OF ALPHARETTA

FULTON COUNTY
GEORGIA

RIGHT-OF-WAY ABANDONMENT PLAT

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8. Underground utitlies marked by Planners and Engineers Collaborative. Phone number 770-451-2741.



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ANGULAR: TOPCON TOTAL STATION

LINEAR: TOPCON TOTAL STATION

AREA			DEED BOOK / PAGE	TAX PARCEL ID
PARCEL	ACRES	SQ. FT.		
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2	0.541	23,581	55152 / 641	12-2181-0523-22
3	0.534	23,267	45125 / 309	12-2181-0523-23
4	0.503	21,929	7995 / 163	12-2181-0523-24
5	0.502	21,866	55451 / 205	12-2181-0523-25
6	0.503	21,914	56651 / 235	12-2181-0523-26
7	0.506	22,052	49432 / 76	12-2181-0522-1
8	0.615	26,789	52451 / 389	12-2181-0522-2
9	0.723	31,488	50957 / 369	12-2181-0522-3
10	0.502	21,886	50178 / 375	12-2181-0522-4
11	0.505	21,994	41651 / 270	12-2181-0522-5
12	0.536	23,368	50178 / 379	12-2181-0522-6
13	0.704	30,645	50957 / 369	12-2181-0522-7
14	0.539	23,478	55642 / 235	12-2181-0522-8
15	0.746	32,494	50957 / 369	12-2181-0522-9
16	0.545	23,736	40498 / 310	12-2181-0522-10
17	0.518	22,556	46774 / 511	12-2181-0522-11
18	0.499	21,734	50178 / 371	12-2181-0523-27
19	0.507	22,069	50178 / 377	12-2181-0523-28
20	0.553	24,077	56146 / 399	12-2181-0523-29
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22	0.472	20,551	54818 / 683	12-2181-0523-31
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- Survey of Lot 8, Block A, Mansell 400 Business Park, by Watts and Browning, dated August 10, 1990.



SHEET 1 OF 3

REV	DATE	DESCRIPTION	BY
1	06/27/17	REVISE R/W ABANDON PARCELS	JNH

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(770)451-2741 ■ WWW.PECATL.COM

OF

LOWE LANE

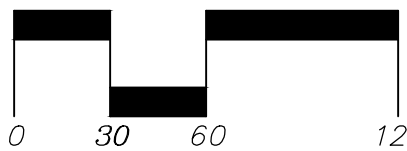
LAND LOT(S) 522 & 523
DISTRICT 1st, 2nd SECTION

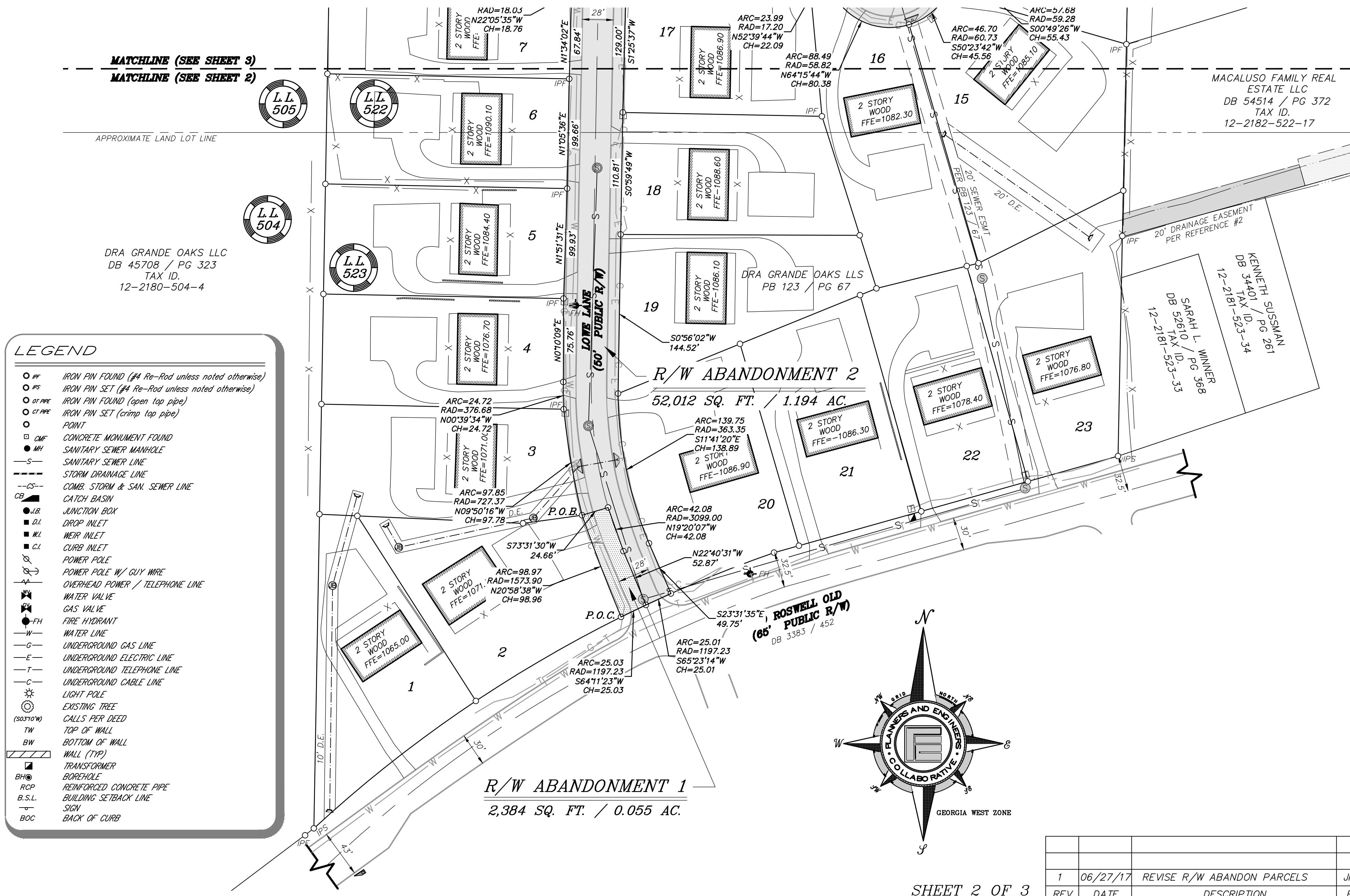
CITY OF ALPHARETTA

FULTON COUNTY
GEORGIA

RIGHT-OF-WAY ABANDONMENT PLAT

DRAWN BY: MCS
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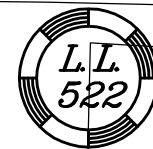
ROSWELL COMMONS
PB 126 / PG 57

APG MANSELL LLC
DB 45714 / PG 409
TAX ID.
12-2180-522-37

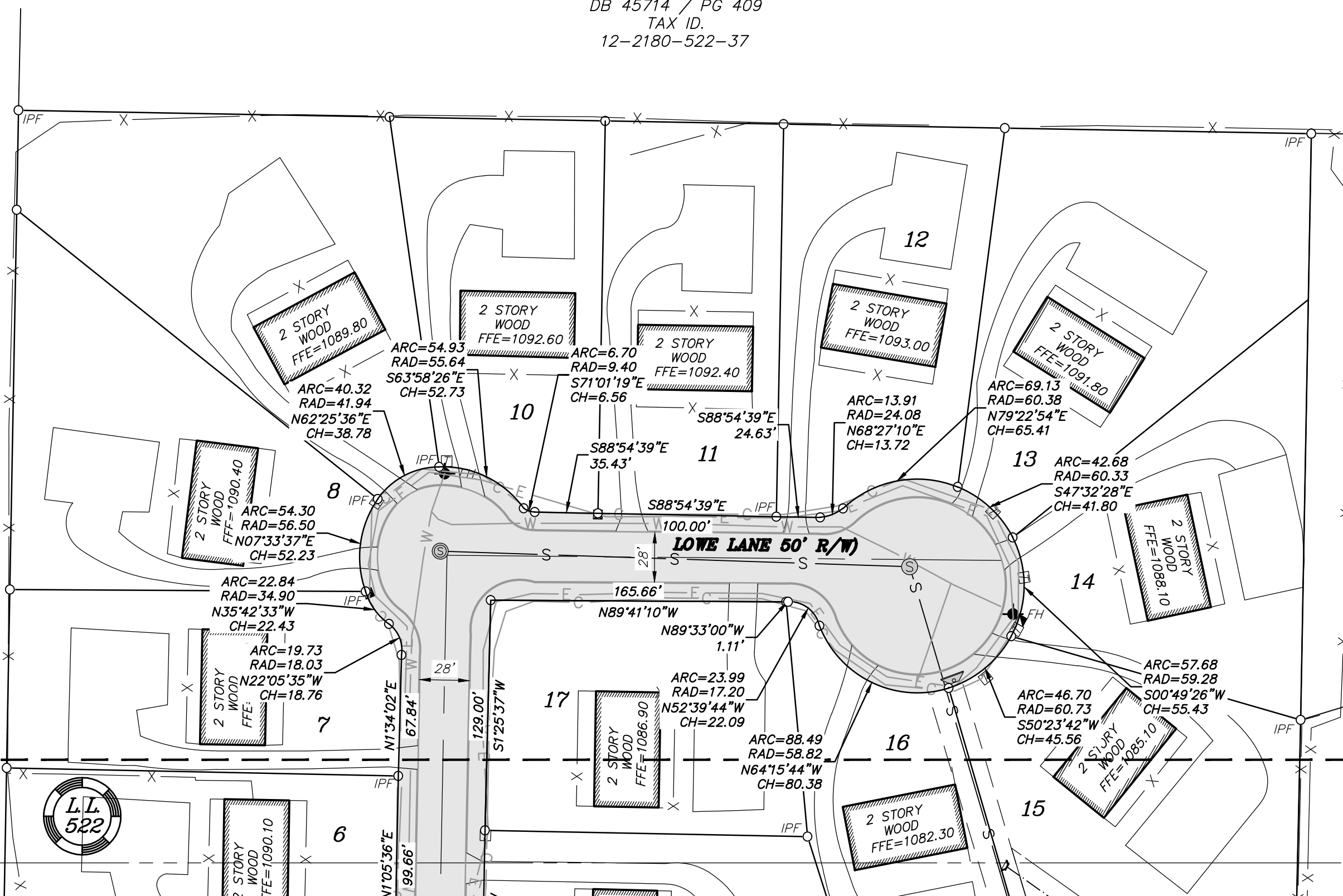
CITY OF ALPHARETTA
NO DEED FOUND
TAX ID.
12-2182-522-19

MACALUSO FAMILY REAL
ESTATE LLC
DB 54514 / PG 372
TAX ID.
12-2182-522-17

MATCHLINE (SEE SHEET 3)
MATCHLINE (SEE SHEET 2)



APPROXIMATE LAND LOT LINE



SHEET 3 OF 3

REV	DATE	DESCRIPTION	BY
1	06/27/17	REVISE R/W ABANDON PARCELS	JNH

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LAND LOT(S) 522 & 523
DISTRICT 1st, 2nd SECTION

LOWE LANE

CITY OF ALPHARETTA

FULTON COUNTY
GEORGIA

RIGHT-OF-WAY ABANDONMENT PLAT

DRAWN BY: MCS
CHECKED BY: JNH
FILE NO.: 16142.00
DATE: JANUARY 24, 2017
SCALE: 1"=60'

0 30 60 120

LEGAL DESCRIPTION

All that tract or parcel of land, lying in Land Lots 522 and 523 of the 2nd District, 1st Section of Fulton County, Georgia, being identified as "R/W Abandonment 2" and consisting of 1.194 acres more or less according to a plat of survey, dated January 24, 2017, last revised June 27, 2017, prepared by Planners and Engineers Collaborative, certified by Jonathan H. Howard, Georgia Registered Land Surveyor No. 3008 and, according to such plat of survey, being more particularly described as follows:

To find the True Point of Beginning, commence at a point located at the common intersection of the Westerly Right-of-Way of Lowe Lane (50' R/W) and Northerly Right-of-Way of Old Roswell Road (65' R/W), thence leaving the Northerly Right-of-Way of Old Roswell Road along a curve to the right having a radius of 1573.90 feet and an arc length of 98.97 feet, being subtended by a chord of North 20 degrees 58 minutes 38 seconds West for a distance of 98.96 feet along the Westerly Right-of-Way of Lowe Lane to a point, which is the True Point of Beginning; run

THENCE, from the True Point of Beginning along a curve to the right having a radius of 727.37 feet and an arc length of 97.85 feet, being subtended by a chord of North 09 degrees 50 minutes 16 seconds West for a distance of 97.98 feet to an iron pin found (#4 rebar); run

THENCE, along a curve to the right having a radius of 376.68 feet and an arc length of 24.72 feet, being subtended by a chord of North 00 degrees 39 minutes 34 seconds West for a distance of 24.72 feet to an iron pin found (#4 rebar); run

THENCE, North 00 degrees 10 minutes 09 seconds East a distance of 75.76 feet to an iron pin found (#4 rebar); run

THENCE, North 01 degrees 51 minutes 31 seconds East a distance of 99.93 feet to an iron pin found (#4 rebar); run

THENCE, North 01 degrees 05 minutes 36 seconds East a distance of 99.66 feet to an iron pin found (#4 rebar); run

THENCE, North 01 degrees 34 minutes 02 seconds East a distance of 67.84 feet to a point; run

THENCE, along a curve to the left having a radius of 18.03 feet and an arc length 19.73 feet, being subtended by a chord of North 22 degrees 05 minutes 35 seconds West for a distance of 18.76 feet to a point; run

THENCE, along a curve to the right having a radius of 34.90 feet and an arc length of 22.84 feet, being subtended by a chord of North 35 degrees 42 minutes 33 seconds West for a distance of 22.43 feet to an iron pin found (#4 rebar); run

THENCE, along a curve to the right having a radius of 56.50 feet and an arc length of 54.30 feet, being subtended by a chord of North 07 degrees 33 minutes 37 seconds East for a distance of 52.23 feet to an iron pin found (#4 rebar); run

THENCE, along a curve to the right having a radius of 41.94 feet and an arc length of 40.32 feet, being subtended by a chord of North 62 degrees 25 minutes 36 seconds East for a distance of 38.78 feet to an iron pin found (#4 rebar); run

THENCE, along a curve to the right having a radius of 55.64 feet and an arc length of 54.93 feet, being subtended by a chord of South 63 degrees 58 minutes 26 seconds East for a distance of 52.73 feet to a point; run

THENCE, along a curve to the right having a radius of 9.40 feet and an arc length of 6.70 feet, being subtended by a chord of South 71 degrees 01 minutes 19 seconds East for a distance of 6.56 feet to a point; run

THENCE, South 88 degrees 54 minutes 39 seconds East a distance of 35.43 feet to a point; run

THENCE, South 88 degrees 54 minutes 39 seconds East a distance of 100.00 feet to an iron pin found (#4 rebar); run

THENCE, South 88 degrees 54 minutes 39 seconds East a distance of 24.63 feet to a point; run

THENCE, along a curve to the right having a radius of 24.08 feet and an arc length of 13.91 feet, being subtended by a chord of North 68 degrees 27 minutes 10 seconds East for a distance of 13.72 feet to a point; run

THENCE, along a curve to the right having a radius of 60.38 feet and an arc length of 69.13 feet, being subtended by a chord of North 79 degrees 22 minutes 54 seconds East a distance of 65.41 feet to a point; run

THENCE, along a curve to the right having a radius of 60.33 feet and an arc length of 42.68 feet, being subtended by a chord of South 47 degrees 32 minutes 28 seconds East for a distance of 41.80 feet to a point; run

THENCE, along a curve to the right having a radius of 59.28 feet and an arc length of 57.68 feet, being subtended by a chord of South 00 degrees 49 minutes 26 seconds West for a distance of 55.43 feet to point; run

THENCE, along a curve to the right having a radius of 60.73 feet and an arc length of 46.70 feet, being subtended by a chord of South 50 degrees 23 minutes 42 seconds West for a distance of 45.56 feet to a point; run

THENCE, along a curve to the right having a radius of 58.82 feet and an arc length of 88.49 feet, being subtended by a chord of North 64 degrees 15 minutes 44 seconds West for a distance of 80.38 feet to a point; run

THENCE, along a curve to the left having a radius of 17.20 feet and an arc length of 23.99 feet, being subtended by a chord of North 52 degrees 39 minutes 44 seconds West for a distance of 22.09 feet to a point; run

THENCE, North 89 degrees 33 minutes 00 seconds West for a distance of 1.11 feet to a point; run

THENCE, North 89 degrees 41 minutes 10 seconds West for a distance of 165.66 feet to a point; run

THENCE, South 01 degrees 25 minutes 37 seconds West for a distance of 129.00 feet to a point; run

THENCE, South 00 degrees 59 minutes 49 seconds West for a distance of 110.81 feet to a point; run

THENCE, South 00 degrees 56 minutes 02 seconds West for a distance of 144.52 feet to a point; run

THENCE, along a curve to the left having a radius of 363.35 feet and an arc length of 139.75 feet, being subtended by a chord of South 11 degrees 41 minutes 20 seconds East for a distance of 138.89 feet to a point; run

THENCE, South 23 degrees 31 minutes 35 seconds East for a distance of 49.75 feet to a point; run

THENCE, along a curve to the left South 65 degrees 23 minutes 14 seconds West for a distance of 25.01 feet to a point; run

THENCE, North 22 degrees 40 minutes 31 seconds West for a distance of 52.87 feet to a point; run

THENCE, along a curve to the right having a radius of 3099.00 feet and an arc length of 42.08 feet, being subtended by a chord of North 19 degrees 20 minutes 07 seconds West for a distance of 42.08 feet to a point; run

THENCE, South 73 degrees 31 minutes 30 seconds West for a distance of 24.66 feet to a point located at the Westerly Right-of-Way of Lowe Lane, which is the True Point of Beginning.

Said property is more fully described according to the above-referenced plat, a copy of which is attached and incorporated herein by this reference.

TOGETHER WITH:

All that tract or parcel of land, lying in Land Lots 522 and 523 of the 2nd District, 1st Section of Fulton County, Georgia, being identified as "R/W Abandonment 1" and consisting of 0.055 acres more or less according to a plat of survey, dated January 24, 2017, last revised June 27, 2017, prepared by Planners and Engineers Collaborative, certified by Jonathan H. Howard, Georgia Registered Land Surveyor No. 3008 and, according to such plat of survey, being more particularly described as follows:

To find the True Point of Beginning, commence at a point located at the common intersection of the Westerly Right-of-Way of Lowe Lane (50' R/W) and Northerly Right-of-Way of Old Roswell Road (65' R/W), which is the True Point of Beginning; run

THENCE, from the True Point of Beginning along a curve to the right having a radius of 1573.90 feet and an arc length of 98.97 feet, being subtended by a chord of North 20 degrees 58 minutes 38 seconds West for a distance of 98.96 feet to a point; run

THENCE, North 73 degrees 31 minutes 30 seconds East for a distance of 24.66 feet to a point; run

THENCE, along a curve to the right having a radius of 3099.00 feet and an arc length of 42.08 feet, being subtended by a chord of North 19 degrees 20 minutes 07 seconds West for a distance of 42.08 feet to a point; run

THENCE, North 22 degrees 40 minutes 31 seconds West for a distance of 52.87 feet to a point; run

THENCE, along a curve to the left having a radius of 1197.23 feet and an arc length of 25.03 feet, being subtended by a chord of South of 64 degrees 11 minutes 23 seconds West for a distance of 25.03 feet to a point located at the common intersection of the Westerly Right-of-Way of Lowe Lane and Northerly Right-of-Way of Old Roswell Road, which is the True Point of Beginning.

Said property is more fully described according to the above-referenced plat, a copy of which is attached and incorporated herein by this reference.



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT

SUBMITTED BY: KATHI COOK

DRAFTED BY: MICHAEL WOODMAN

I. AGENDA ITEM TITLE: PH-17-13 DESIGN REVIEW BOARD ORDINANCE AND DESIGN GUIDELINES AMENDMENTS

CITY COUNCIL: JULY 24, 2017

This item was heard at the May 10, 2017 Planning Commission meeting. No one spoke in favor of or in opposition to the request. Planning Commission generally felt that the DRB does a great job of regulating signs and the regulation requiring DRB approval of signs should not be changed. After discussion, the Planning Commission recommended to deny this item. Vote (5-1)

The DRB amendments were revised based on comments from the Planning Commission and the DRB. The revised amendments were presented at the June 16, 2017 DRB meeting. The DRB endorsed the proposed amendments.

This item was heard at the July 12, 2017 Planning Commission meeting. No one spoke in favor of or in opposition to the request. After discussion, the Planning Commission recommended to approve this item subject to amending Map B to remove the Central Business District. Vote (6-0)

II. RECOMMENDATION:

Approval of various amendments to the Alpharetta Design Review Board Ordinance and Design Guidelines.

III. REPORT IN BRIEF:

Consideration of amendments to the Alpharetta Design Review Board Ordinance and Design Guidelines. Staff proposes amendments requiring Design Review Board (DRB) approval of signs within the Downtown Overlay only. Currently, signs in the Central Business District, the Corridors of Influence and Interchange Districts require approval by the DRB. Appeals to administrative decisions on sign permits are proposed to be heard by the DRB and staff has the discretion to send any sign permit to the DRB. Also, master sign plans shall be required for all multi-building or multi-tenant commercial developments and shall require approval from the DRB. All references to the Central Business District and Historic Business District are proposed to be deleted and replaced by the Downtown Overlay, which is the area covered by the Downtown Master Plan update approved in 2015. A variety of amendments to the Design Guidelines are proposed in order to maintain consistency with UDC Section 2.6 Sign Code.

IV. ATTACHMENTS:

- Strike Through and Underline Edits

Sec. 16-42. - Design review board.

- (a) *Establishment.* A design review board is hereby established. The board shall consist of seven (7) members and two (2) alternate members. Members shall be appointed and shall serve in accordance with the city boards and commissions ordinance. No member shall be employed by the city, hold public office in the city or be a member of another city board or commission. At least one (1) member of the board shall be a registered architect in the state in good standing.
- (b) *Proceedings.*
- (1) The board shall elect a chairman and a vice chairman from its members during its first meeting in January of every year who shall serve for one (1) year or until their successors are elected. A staff member of the community development department shall serve as a non-voting secretary to the board. Meetings of the board shall be held at the call of the chairman and at such times as the board may determine. All meetings of the board shall be open to the public. A minimum of four (4) members of the board shall constitute a quorum. Any act of the board shall require a majority vote of the members at a meeting at which a quorum is present. The board shall maintain minutes of its proceeding, including the results of all votes taken, and shall maintain records of its examinations and other official actions, all of which shall be filed in the office of community development department as public record.
 - (2) Only design review board members present during the initial review of an item may participate in any subsequent reviews of the same items. An exception to this provision can be made in order to maintain a quorum.
 - (3) If no action is taken by the design review board within three (3) consecutive hearings, the applicant may request to be placed on the next available board of appeals agenda for further consideration and action.
- (c) *Powers and duties.* The board shall:
- (1) Review applications for certificate of design approval required in section 16-43 for:
 - a. All exterior features of new construction.
 - b. All exterior features of construction, alteration, restoration, moving, demolition, or repair of an existing building(s) or improvements involving or resulting in a change in the existing structural composition or architectural design or character of such building(s) or improvement;
 - c. All proposed changes, improvements or proposals regarding site plan features such as landscaping, walls, walks, terraces, fences, signs, lights and shopping cart corrals.
 - d. All proposed screening of dumpsters, satellite antennas and dishes, solar panels, parking lots, roof top equipment and other mechanical equipment.
 - e. All proposed outdoor play yards and/or equipment, and outdoor patios with or without seating.
 - f. All demolition of building(s) or portions of building(s) that are over fifty (50) years old and may be of significance.
 - (2) Review all applications for signs within the ~~central business district, the historic business district, the corridors of influence and the interchange districts~~ Downtown Overlay. Review any sign applications as an appeal to a Staff decision.
 - (3) Grant or deny applications for certificates of design approval based upon a design review of the proposed development activity for compliance with design standards.
 - (4) The following shall not be subject to review by the board:
 - a. Repainting of a structure to the same color that was previously approved by the board.

- b. The ordinary maintenance or repair of any exterior elements of any building or structure.
 - c. The construction, reconstruction, alteration or demolition of any such elements which the authorized city officers shall certify as required for public safety.
 - d. Single-family detached residential structures.
- (5) Act in an advisory role to other city departments, boards and commissions.
 - (6) Develop from time to time further design standards consistent with the purposes, intents and standards established in this division, and in accordance with section 16-44.
 - (7) Notwithstanding any other provisions of this division, the design review board may delegate review responsibility for all non-residential areas not included within the central business district, corridors of influence and the interchange districts to the director. If the director finds the plans in compliance, the director's decision shall be final and a development or building permit shall be issued.

(Ord. No. 437, § 6, 12-20-99; Ord. No. 473, § 6, 5-7-01; Ord. No. 637, §§ 1(Exh. A), 2, 12-7-09)



ALPHARETTA

DESIGN REVIEW BOARD

ORDINANCE

AND

DESIGN GUIDELINES

Adopted: May 1994

Revised:

December 94, January 95, March 95, May 95, April 2001, December 2009, December 2014, April 2016

ALPHARETTA DESIGN REVIEW BOARD ORDINANCE AND DESIGN GUIDELINES

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The Mayor and City Council ordain as follows:

1. Finding of Fact and Determination of City Council.

The historical, cultural and aesthetic heritage of the City are among the City's most valued and important assets, and the preservation of this heritage is essential to the promotion of the health, safety, education, prosperity and general welfare of the people.

2. Purpose and Declaration of Public Policy

- (A) Purpose. The City Council finds that many places, districts, sites, buildings, structures, objects, landscape features and works of art, having a special character or a special historic or aesthetic interest or value, or representing the finest architectural products of distinct periods in the history of the City have been destroyed or uprooted, notwithstanding the feasibility or preserving and continuing the use of such places, districts, sites, buildings, structures, objects, landscape features and works of art, and without adequate consideration of the irreplaceable loss to the people of the City of the aesthetic, educational, economic and historic values represented by such places, districts, sites, buildings, structures, objects, landscape features and works of art. In addition, distinct areas may be similarly uprooted or may have their distinctiveness destroyed, although the preservation thereof may be both feasible and desirable. It is the finding of the Council that the standing of this City must be maintained and enhanced by preserving the historical and architectural heritage of the City and preventing the destruction of such cultural assets. The Council further finds that certain aspects of development, such as the spatial relationships of structures and open spaces to each other and the appearance of buildings and open spaces as they contribute to the attractiveness, function, and character of a district or the City as a whole, require the timely exercise of judgment in the public interest by a public body qualified to evaluate the design of proposed new developments or redevelopments within the City.
- (B) Declaration of Public Policy. It is hereby declared as a matter of public policy that the identification, protection, enhancement, perpetuation and use of places, districts, sites, buildings, structures, objects, landscape features and works of art of special character of a special historic or aesthetic interest or value is a public necessity and is required in the interest of health, prosperity, safety, education and general welfare of the people. It is further declared as a matter of public policy that the promotion of sound design principals in order to provide a built environment which is attractive and functional is a public necessity and is required in the interest of health, prosperity, safety, education and general welfare of the people. Accordingly, the public policy objectives of this article are as follows:
- (1) To effect and accomplish the protection, enhancement and perpetuation of such places, districts, sites, buildings, structures, objects, landscape features and works of art which represent or reflect special elements of the City's cultural, social and economic and architectural history;
 - (2) To safeguard the City's historic, aesthetic and cultural heritage, as embodied and reflected in such places, districts, sites, buildings, structures, objects, landscape features and work of art;

- (3) To simulate historic neighborhoods and to protect and enhance local historical and aesthetic attractions to residents, tourists and others and thereby promote and stimulate business;
- (4) To enhance the opportunities for federal or state tax benefits under relevant provisions of federal or state law;
- (5) To promote traffic safety and the general welfare of the public through the protection of the community property values, character and vistas of various City entrance corridors and the prevention of unnecessary clutter, congestion and poor definition of properties and development edges along routes of primary access leading into areas and sites of significant historical, cultural, educational, social and/or aesthetic value, and to ensure that any development or redevelopment is consistent with the goals of the comprehensive plan;
- (6) To improve the environment of the City and quality of life for the general welfare of all citizens of the City;
- (7) To protect and enhance the attractiveness of the City to home buyers, tourists, visitors and shoppers, and thereby support and promote business, commerce, industry and provide economic benefit to the City;
- (8) To foster and encourage preservation, restoration and rehabilitation of structures, areas, and neighborhoods and thereby prevent urban blight;
- (9) To encourage the concept of sustainability, use of energy efficient design and promote conservation of natural resources.

3. Interpretation

In addition to any restrictions imposed by the Ordinance, all buildings, structures, sites and areas and the property on which they are located shall remain and continue to be subject to all building, sign, zoning and other ordinances of the City. If any conflict arises between this Ordinance and regulations promulgated thereunder, the more restrictive shall control.

4. Definitions

The following definitions shall apply to this Ordinance unless specifically stated otherwise. Any words or phrases not defined below shall be given their common ordinary meaning unless the context clearly indicates otherwise.

Accessory Structure. A structure detached from a principal building on the same lot and customarily incidental and subordinate to the principal building or structure.

Action. Any decision made by the Board including approval, deferral or tabling.

Adaptive Use. The process of converting a building to a use other than that for which it was designed (i.e. changing a factory into housing). Such conversions are accomplished with varying alterations to the building.

Alpharetta Highway (State Route 9) Corridor of Influence. Any and all properties contiguous with or within the portion of the City along Alpharetta Highway or State Route 9, extending from Upper Hembree Road to the south, to Windward Parkway to the north.

Alteration of Building. Any change in the supporting members of a building (such as bearing walls, columns or girders); any change in the non-supporting interior walls of a building; any addition or reduction to the building; any change in use; or any relocation of a building from one location or position to another.

Board. The City of Alpharetta Design Review Board as established by the Unified Development Code and appointed by the Mayor and Council.

Building. A structure created to shelter any form of human activity, such as a house, barn, church, hotel, accessory building or similar structure.

Canopy (or Marquee or Awning). A permanent roof-like shelter or overhang extending from part or all of a building face and constructed of a durable material such as fabric, metal, glass or plastic.

~~*Central Business District (CBD).* That portion of the City bounded by Mayfield Road to the North, Old Milton Parkway to the South, Haynes Bridge Road and North Main Street to the east and Roswell and Canton Streets to the west. (See Map ‘A’)~~

Certificate of Design Approval. A document issued by the Design Review Board allowing an applicant to proceed with a proposed alteration, demolition, removal or new construction based upon a design review process and determination of the submitted proposal’s suitability according to adopted criteria.

City. The City of Alpharetta, Georgia.

Community Development Director. The Director of the Community Development Department for the City of Alpharetta or their designee.

Construction. The act of erecting a new principal building or structure, and/or adding an accessory building or structure. The act of adding to an existing building, structure or other improvement.

Corridors of Influence. The roadways and transportation routes having the greatest visual impact within the City of Alpharetta and those roads which are considered to be “Gateways” into the City. The Corridors of Influence include: Alpharetta Highway or State Route 9 or Main Street (except those portions which are considered to be in the ~~Central Business District and the Historic Business District~~ Downtown Overlay), Haynes Bridge Road, Mansell Road, North Point Parkway, Old Milton Parkway, Westside Parkway and Windward Parkway (from State Route 9 to Georgia 400).

Demolition. Any act or process that destroys in part or in whole any existing condition.

Demolition by Neglect. Neglect in any maintenance of any building or structure which results in its deterioration.

Design Review. The process of ascertaining whether modifications to a particular building, structure, site, area, district, landscape feature or any part thereof meets the standards of appropriateness (design guidelines) established by the Design Review Board.

Design Standards, Guidelines or Criteria. Adopted and written standard of appropriate activity that will preserve or enhance the historical, cultural, architectural, archeological, educational, social, aesthetic character, function and value of a particular resource, district or area of the City as a whole.

Development Activity. All new construction, modification, addition, alteration, moving, destruction or demolition which would affect the exterior appearance of any structure, building, land, site or other object, including, but not limited to the following:

- a) The demolition of any building, structure or object.
- b) The moving or relocation of any building, structure or object.
- c) Except housecleaning, any material work on the exterior appearance of existing buildings by additions, reconstruction, rehabilitation, alteration or any maintenance (including exterior color), or any exterior material changes.
- d) Any new construction of a principal building or accessory building or structure subject to view from a street or public way.
- e) Changes in existing walls, fences, steps, sidewalks, streets and paving or construction of new walls, fences, steps, sidewalks, streets and paving, if along street rights-of-way, public lanes or public alleys.
- f) The erection or display on any lot, building or structure of any sign, light, art work, mural, sculpture or other appurtenant feature.

Director. The Director of Community Development Department for the City of Alpharetta.

District. A geographically definable area, urban or rural, possessing a significant concentration, linkage, or continuity of buildings, structures, sites, spaces, or objects united by past events or aesthetically by plan or physical development.

Downtown Overlay. That portion of the City generally bounded by Canton Street to the north, Westside Parkway to the east, South Main Street to the south and Wills Road to the west. (See Map "A")

Exterior Features. The architectural style, design, general arrangement and components of all or any of the outer surfaces of an improvement, as distinguished from the interior surfaces enclosed by said exterior surfaces, including, but not limited to, the type, color and texture of the building materials and the type and style of all windows, doors, lights, signs and all other features appurtenant to such improvements.

Facades. The exterior face(s) of a building or structure exposed to public view.

Foot Candles. A unit of illuminance on a surface that is one foot from a uniform point source of light of one candle and equal to one lumen per square foot.

Garden District. That portion of Canton Street bounded by Church Street to the south and Hopewell Road to the north.

Gazebo. An accessory, open air structure not exceeding 300 square feet in size.

Haynes Bridge Road Corridor of Influence. Any and all properties contiguous with or within the portion of the City along Haynes Bridge Road, extending from Academy Street to the north to Mansell Road to the south.

~~*Historic Business District (HBD).* That portion of the Central Business District bounded by Church Street to the north, North Main Street to the east, Marietta Street to the south and Milton Center site to the west. (See Map “A”)~~

Improvement. Any building, structure, parking facility, fence, gate, wall, landscape feature, work of art or other object constituting a physical change of real property, or any part of such change.

Interchange Districts. All properties within 1000 feet of each interchange along Georgia 400. These districts include: Mansell Road Interchange District, Haynes Bridge Road Interchange District, Old Milton Parkway Interchange District and the Windward Parkway Interchange District.

Island. In parking lot and street design, built-up curbs (and in parking lots usually placed at the end of parking rows) as a guide to traffic and also used for landscaping, signage or lighting.

Landscape Strip. A portion of a lot required to be reserved for, installed with, and maintained with vegetation. Such a strip may or may not be required to be of a linear form.

Mansell Road Corridor of Influence. Any and all properties contiguous with or within the portion of the City along Mansell Road, extending from Haynes Bridge Road to the east to Warsaw Road to the west.

Master Sign Plan. A Master Sign Plan is a Plan that includes all types of signage on a specific property. It shall include colors, design, placement and mounting styles for each sign type.

Mural. Any piece of artwork painted directly on a wall, ceiling, or other permanent surface. If the artwork conveys a message about a product or service it shall be considered a sign.

North Point Parkway Corridor of Influence. Any and all properties contiguous with or within the portion of the City along North Point Parkway, extending from Kimball Bridge Road to the north to Mansell Road to the south.

Object. A material item of functional, aesthetic, cultural, historic or scientific value that may be, by nature or design, movable yet related to a specific setting or environment.

Old Milton Parkway Corridor of Influence. Any and all properties contiguous with or within the portion of the City along Old Milton Parkway, extending from Wills Road to the west, and to the eastern City Limits.

Ordinary Repairs or Maintenance. Work done to prevent deterioration of a building or any part thereof by restoring the building as nearly as practical to its condition prior to its deterioration, decay or damage.

Owner. The title owner and its agents or assignees.

Parapet. That portion of a wall which extends above the roof line.

Preservation. The act or process of applying measures to sustain, in the existing form, the integrity and material of a building or structure, and the existing form and vegetative cover of a site (i.e. saving from demolition or deterioration buildings, sites, structures and objects and providing for their continued use by means of restoration, rehabilitation or adaptive use).

Principal Building. The building or other structure within which is conducted for (or intended to be conducted) the principal use of the lot on which said building is situated.

Reconstruction. The act or process of reproducing by new construction the exact form and detail of a vanished building, structure or object or part thereof, as it appeared at a specific period of time.

Rehabilitation. The act or process of returning property to a state of utility through repair or alteration which makes possible an efficient contemporary use while preserving those portions of features of the property which are significant to the historical and architectural values.

Restoration. The act or process of accurately recovering the form and details of a property and its settings as it appeared at a particular period of time by means of the removal of the later work or by the replacement of earlier work.

Roof Line. The top edge of the roof or top of the parapet, whichever forms the dominant top line of the building silhouette.

~~*Sign.* Any identification, description, illustration, symbol, statue or device, illuminated or non-illuminated, which is visible from any public place each designed to advertise, identify or convey information, including any landscaping where letters or numbers are used for the purpose of directing the public's attention to a product or location, with the exception of window displays and state or national flags. For the purpose of removal, sign shall also include all sign structures.~~

Any identification, description, illustration, device, fixture, structure, display or visual representation, which is visible from any public place and affixed to, or supported or suspended by, a stationary object, structure, building or the ground that uses any color, form, character, symbol, graphic, image, illumination, or writing to announce, direct attention to, identify, or advertise an object, idea, location, place, person, institution, organization, business, product, service, activity or event or to otherwise visually communicate information, ideas or messages of any kind to the public. "Sign" includes the sign face and sign structure.

Sign Structure. Any structure which supports, has supported or is designed to support a sign. A decorative cover is part of a sign structure.

Site. The location of a significant event or activity, or a building or a structure, whether standing, ruined, or vanished, where the location itself maintains special or unique value regardless of the value of the existing structure.

Site Plan. A plan accurately drawn to scale of a development project, depicting the buildings proposed to be placed on the property, related public and site improvements on the site, and additional information as required by this Ordinance or conditions of zoning approval, and other applicable ordinances.

Solar Panel. Two types of devices that collect energy from the sun: Solar photovoltaic modules use solar cells to convert light from the sun into electricity and Solar thermal collectors use the sun's energy to heat water or another fluid such as oil or antifreeze.

Structure. A combination of materials to form a construction for use, occupancy or ornamentation which is fastened or attached to the ground.

Style. A type of architecture distinguished by special characters or features of a structure and ornament and often related in time; also a general quality of distinctive character.

Westside Parkway Corridor of Influence. Any and all properties contiguous with or within the portion of the City along Westside Parkway, extending from Sanctuary Parkway to the southwest to Windward Parkway to the north.

Windward Parkway Corridor of Influence. Any and all properties contiguous with or within the portion of the City along Windward Parkway, extending from State Route 9 to the west, to Georgia 400 to the east.

5. Scope of Ordinance

The restrictions imposed by this Ordinance shall apply to all non-single family detached buildings, structures, sites and areas and the property on which they are located. Sites within the ~~Central Business District and Historic District~~ Downtown Overlay (as defined and depicted on Map “A” attached hereto and incorporated by reference); Corridors of Influence (as defined and depicted on Map “B” attached hereto and incorporated by reference), Interchange Districts (as defined and depicted on Map “B” attached hereto and incorporated by reference), and to all projects which otherwise expressly include, as a condition of development, review by the Design Review Board.

6. Design Review Board

(A) Establishment. A Design Review Board is hereby established. The Board shall consist of seven members and two alternate members. Members shall be appointed and shall serve in accordance with the City Boards and Commissions Ordinance. No member shall be employed by the City, hold public office in the City or be a member of another City board or commission. At least one member of the Board shall be a registered architect in the State of Georgia, in good standing.

(B) Proceedings.

- (1) The Board shall elect a chairman and a vice chairman from its members during its first meeting in January of every year who shall serve for one year or until their successors are elected. A staff member of the Community Development Department shall serve as a non-voting secretary to the Board. Meetings of the Board shall be held at the call of the chairman and at such times as the Board may determine. All meetings of the Board shall be open to the public. A minimum of four (4) members of the Board shall constitute a quorum. Any act of the Board shall require a majority vote of the members at a meeting at which a quorum is present. The Board shall maintain minutes of its proceeding, including the results of all votes taken, and shall maintain records of its examinations and other official actions, all of which shall be filed in the office of Community Development Department as public record.
- (2) Only Design Review Board Members present during the initial review of an item may participate in any subsequent reviews of the same items. An exception to this provision can be made in order to maintain a quorum.
- (3) If no action is taken by the Design Review Board within three (3) consecutive hearings, the applicant may request to be placed on the next available Board of Appeals agenda for further consideration and action.

(C) Powers and Duties. The Board shall:

- (1) Review applications for Certificate of Design Approval required in Section 7 for:
 - a) All exterior features of new construction.
 - b) All exterior features of construction, alteration, restoration, moving, demolition, or repair of an existing building(s) or improvements involving or resulting in a change in the existing structural composition or architectural design or character of such building(s) or improvement;
 - c) All proposed changes, improvements or proposals regarding site plan features such as landscaping, walls, walks, terraces, fences, signs, lights and shopping cart corrals.
 - d) All proposed screening of dumpsters, satellite antennas and dishes, solar panels, parking lots, roof top equipment and other mechanical and /or electrical equipment.
 - e) All proposed outdoor play yards and/or equipment, and outdoor patios with or without seating.
 - f) All demolition of building(s) or portions of building(s) that are over 50 years old and may be of significance.
- (2) Review all applications for signs within the ~~Central Business District, the Historic Business District, the Corridors of Influence and the Interchange Districts~~ Downtown Overlay, as well as all master sign plans throughout the City. Staff will review sign applications in all areas of the City, except for the Downtown Overlay. The Design Review Board shall review appeals to administrative decisions on sign applications. Sign applications may be referred to the Design Review Board for review, at staff's discretion.
- (3) Grant or deny applications for Certificates of Design Approval based upon a design review of the proposed development activity for compliance with design standards.
- (4) The following shall not be subject to review by the Board:

- a) Repainting of a structure to the same color that was previously approved by the Board.
 - b) The ordinary maintenance or repair of any exterior elements of any building or structure.
 - c) The construction, reconstruction, alteration or demolition of any such elements which the authorized City officers shall certify as required for public safety.
 - d) Single family detached residential structures.
 - e) Signs outside the Downtown Overlay, unless as an appeal to Staff decision or as referred to the Board by Staff.
- (5) Act in an advisory role to other City departments, boards and commissions.
 - (6) Develop from time to time further design standards consistent with the purposes, intents and standards established in this Ordinance, and in accordance with Section 8.
 - (7) Notwithstanding any other provisions of this Ordinance, the Design Review Board may delegate review responsibility for all non-residential areas not included within the ~~Central Business District~~ Downtown Overlay, Corridors of Influence and the Interchange Districts to the Director. If the Director finds the plans in compliance, the Director's decision shall be final and a development or building permit shall be issued.

7. Application

- (A) When required: No person shall undertake development activity within any area of the City of Alpharetta subject to this Ordinance without first obtaining a Certificate of Design Approval from the Design Review Board in accordance with the provisions of this Ordinance. Such Certificate of Design Approval shall be a pre-condition to the issuance of any land disturbance, building or other permit.
- (B) Application for Certificate of Design Approval. Application for Certificate of Design Approval shall be made to the Community Development Department and shall be accompanied by site plans, detailed development plans, including relevant sketches, perspective or isometric drawings, written descriptions, affirmatively setting forth provisions for compliance with design standards. No application shall be deemed to be accepted by the Community Development Department unless and until all fees are paid and all information reasonably required by the Community Development Department is provided by the applicant.

No application will be heard until all items have been submitted. Submittal shall include, but not be limited to the following:

- (1) Site Plan Requirements:
 - a) The location of all proposed buildings and structures, accessory and main, indicating the number of stories and height.
 - b) The location and dimensions of proposed recreation areas, open spaces, outdoor seating areas and similar improvements.
 - c) Parking areas with parking spaces drawn, tabulated, and dimensioned. Designated number of parking spaces (including handicap) required by ordinance and provided by proposal.

- d) Parking islands and/or raised landscape islands and cart corral locations.
- e) The location of all drives. Minimum drive aisle width and direction of vehicular travel.
- f) Curb cuts and adjacent and connecting roadways off premises.
- g) Security gates showing swing path.
- h) Sidewalks (both public and private).
- i) Loading docks.
- j) Detention ponds (underground/above ground). Screening to be depicted on landscape plan and/or site plan.
- k) Sites for solid waste/trash containers with screening per City of Alpharetta design standards.
- l) Show all easements clearly designating as proposed and type (utility, access, etc.).
- m) The location, height, type and material of all fences, walls, retaining walls and guardrails.
- n) Show diameter, location, drip lines and protection areas of all specimen trees whether retained or removed.
- o) Show all required buffers and setbacks, streams, water and flood plain areas.
- p) Such other information as is reasonably necessary to represent the character, nature and exactness of the proposed project being review by the Board.
- q) Such other information as is reasonably requested by the Community Development Department and/or the Board.

(2) Site Lighting:

A photometric site lighting study certified by a professional to indicate all foot-candle levels extending to all property lines from the project.

(3) Site Line Study:

A site line drawing depicting several views from the public roadways to ensure all roof mounted equipment is concealed from public view.

(4) Landscape Submittal Requirements:

Provide landscape drawings prepared by a Landscape Architect (drawn to scale) indicating the locations of all landscape features including but not limited to size and type of all plant materials (including ground covers) and location of seasonal beds. An existing tree and landscape survey and assessment of the existing landscaping should be included in the submittal.

(5) Exterior Elevation Submittal Requirements:

- a) Provide photographs of the subject property in its current condition and photographs of all contiguous properties.
- b) Provide dimensioned and colored exterior elevations (drawn to scale) of all facades of the building identifying and representing the locations and color of all proposed exterior materials. Include locations of all proposed building mounted light fixtures, equipment

or other accessories. Enlarged details of portions of the building to help better understand the interaction of materials and colors are highly recommended.

- c) Provide actual material and color samples of all proposed exterior materials. A color copy of such samples shall be included with the submittal (actual materials and color samples shall be brought to the design review meeting). Include cut sheets or other written and pictorial descriptions of all building mounted lighting or equipment.
- d) Indicate the locations of all roof top mounted equipment.
- e) The use of perspective drawings, three-dimensional digital models or renderings to assist in depicting the exterior architecture of the building(s) is highly recommended.

(6) Building and Monument Signage Requirements:

- a) Provide dimensioned and colored exterior elevations (drawn to scale) indicating the locations and dimensions of all building mounted signs. Include actual color samples, lighting/illumination methods, materials and construction for each sign. Provide a calculation indicating the total area (square footage) of each building sign.
- b) Provide a site plan (drawn to scale) indicating locations of ground mounted monument signs. Indicate required setbacks, adjacent ground cover and landscaping materials.
- c) Provide dimensioned and colored elevations of ground mounted signs. Identify all proposed materials, provide actual material and color samples. Indicate lighting and illumination methods.

(C) Action on Application.

- (1) The application shall be delivered with the supporting information and materials to the Community Development Department and the Board for review and consideration.
- (2) The Board shall act upon the application within thirty (30) days after the filing of an application with the Community Development Department containing all the information required in Section 7. The Board may extend the period for action fifteen (15) additional days for reasonable cause. The Community Development Department or the Board shall notify the applicant in advance of any decision to extend the period for action. The Community Development Department, Design Review Board and the applicant may also mutually extend the period for action.
- (3) Unless extended, no action after forty-five (45) days shall deem the application as approved, and a Certificate of Design Approval shall be issued by the Community Development Department.
- (4) If the application is approved, a Certificate of Design Approval shall be issued. In the event an application is not approved, denied or deferred for additional information by the Board, the Board shall provide the applicant a written denial, indicating the reason(s) for denial.

- (D) (1) Appeal to Design Review Board Decision. Appeal from the decision of the Board is by Writ of Certiorari to the Fulton County Superior Court and must be filed within thirty (30) days from the date of the decision by the Board.

8. Design Standards

- (A) Visual Compatibility Factors. New construction and existing buildings, structures and appurtenances attached thereto which are moved, reconstructed, materially altered, repaired or repainted, including repainting the same color, should reflect the visual character of the surrounding areas and shall be visually compatible with buildings, and places to which they are visually related generally, in terms of the following factors:
- (1) *Height.* The height of the proposed building shall be visually compatible with and complement the adjacent buildings and structures.
 - (2) *Scale.* The size of a building should be similar in height, width and depth to buildings, squares and places to which it is visually related, except in areas of redevelopment.
 - (3) *Facades.* Buildings should follow an established solid-to-void ratio and are visually compatible with adjacent buildings. Windows and door openings (height and width) are to be visually compatible with adjacent buildings. Avoid openings exceeding the dimensions of adjacent buildings by more than 10%. Buildings must have finished front, side and rear elevations where there is visibility to those elevations. Respect and preserve the existing vernacular architecture and its elements.
 - (4) *Rhythm of Spacing of Buildings on Streets.* The relationship of buildings to open spaces between the building and the adjoining buildings shall be visually compatible with buildings, and places to which it is visually related.
 - (5) *Rhythm of Entrance and/or Porch Projections.* The relationship of entrances and porch projections to the sidewalks of a building shall be visually compatible with buildings, and places to which it is visually related.
 - (6) *Materials, Texture and Color.* The compatibility of the materials, texture and colors for each facade of a building shall be visually compatible with buildings, and places to which it is visually related. Buildings and structures shall be visually compatible with adjacent buildings. Buildings adjacent to each other of conflicting architectural styles shall be separated by such means as screens and site breaks. The use of brick and stone for exterior facades of buildings is strongly recommended.
 - (7) *Roof Configuration and Shape.* The roof configuration and shape of a building shall be visually compatible with the building(s) to which it is visually related.
 - (8) *Continuity.* Appurtenances of a building such as walls, wrought iron, fences, evergreen landscape masses and building facades shall, if necessary, form cohesive walls of enclosure along a street, to ensure visual compatibility of the building to the buildings, and places to which they are visually related.
 - (9) *Signs.* Signs shall be compatible with the buildings, and places to which it is visually related. Signs shall reflect the scale and character of its surroundings in size, type, face, graphics, lighting, square footage, style, material, color and related qualities to the building. Ground mounted signs in all Districts are to be monument style with materials and color(s) to match the parent building's materials. Unless otherwise specified in a Master Sign Plan, the sign structure, foundation shall be of brick, stone or of materials to match the principal material found in the principal structure(s) on the site. The Board encourages seasonal and evergreen plants be installed in planting beds surrounding the monument sign. All signs must be weatherproof and must be made of enduring materials so as not to become a hazard due to disrepair, damage or inclement weather. All letters or numbers shall be permanently affixed. Neon, fiber optics, and non-traditional illumination techniques are discouraged in lieu of LED or more environmentally friendly styles. Use of neon tubing, fiber optics or other non-

traditional illumination techniques which are visible are prohibited, unless covered by a translucent material. All signs shall provide vertical relief with the use of characters, letters or numbers. Lighting should be limited and shall not be distracting to motorists or pedestrians, not distract from the architecture of the site and not spill onto adjacent property.

In General:

- a) Individual signs should not use more than three (3) colors, plus a background color.
 - b) Signage may also utilize white and/or black as predominant colors.
 - c) Signage should not utilize more than one (1) color for the primary message copy, unless a second color is used to create a shadowing or outlining effect.
 - d) For panel signs, the background color shall mean the panel itself.
 - e) For channel letters, the background color shall mean the returns.
 - f) If a portion of the building behind a wall sign is painted a different color than the remainder of the wall, then such portion of the wall shall be counted as background color.
 - g) Trim colors shall be counted as background colors.
- (10) *Master Sign Plan.* For new construction or exterior remodel, of more than 50% of a building, a Master Sign Plan is ~~strongly suggested~~ required for all multi-building or multi-occupant commercial developments before any permanent signs for such development may be erected. All owners, tenants, subtenants and purchasers of individual units within the development shall comply with the approved Master Sign Plan ~~or submit to the Design Review Board for approval.~~ A Master Sign Plan should show the allocation of permitted wall sign space among proposed tenants and any general building sign or signs.

The Master Sign Plan shall consist of four (4) elements that shall govern all signs within the development:

- a) Location of wall and ground mounted signage
- b) Materials consisting of colors and materials to be used
- c) Size to indicate dimensions of the sign(s) and overall location and proportion to the building(s) elevation
- d) Illumination to include all lighting methods

A Master Sign Plan may be amended by filing a new master sign plan through the ~~DRB~~-Sign application process.

The Master Sign Plan application may be filed only by the owner of the land affected by the proposed change, or an agent, lessee or contract purchaser specifically authorized by the owner. If a governing board for the property affected exists, then the governing board may provide written authorization for all landowners affected.

- (11) *Murals* Murals shall be appropriately scaled and visually compatible with the buildings on which they are placed. Not all buildings are appropriate for mural display and careful consideration shall be given to any mural proposed within the downtown historic district.

- (12) *Awnings* Awning signs shall be allowed provided that:

The maximum area of an awning sign shall not exceed ten percent (10%) of the total awning face front and side areas.

Awning signs may be illuminated only with direct surface lighting and not with any form of back lighting.

- (13) *Logos and Trademarks* Logos and trademarks may be included on signs without separate restriction, provided that such logos and trademarks are consistent with the approved color scheme shown on the Master Sign Plan.

~~Logos for single-occupancy projects also shall be limited to the three (3) color requirement.~~

- (14) Display of Registered Trademarks

A federally registered trademark or service mark that is registered as a stylized/design mark in colors inconsistent with the applicable Master Sign Plan or the color limitations applicable to a single-occupancy property may nevertheless be displayed on a sign in its registered form and color(s), ~~provided that it may only occupy up to twenty (20) percent of the permitted area of any sign,~~ without regard to the color limitations otherwise applicable to the sign.

Placement on the sign shall be in accordance with any applicable provisions of the Master Sign Plan. This Ordinance does not specify where a logo must be placed on a sign;

~~Holders of multi-colored federally registered trademarks or of federally registered trademarks that do not conform to the colors shown in the applicable Master Sign Plan or with the three (3) color limitation on single-occupancy properties may, at the holder's choice, elect to display the mark in a color pattern consistent with the applicable Master Sign Plan; or, the holder may display the mark in its registered colors, provided that it shall not occupy more than ten percent (10%) of the permitted area of the sign on which it appears.~~

~~The holder of a federally registered trademark that conforms to the colors shown in the applicable Master Sign Plan may display that logo as part of the permitted signage without further restriction.~~

- (15) *Solar Panels* Solar panels should be designed to be visually compatible with the architectural design of the primary structure.

- (16) *Landscaping.* Where existing topographic patterns contribute to beauty and utility of a development, they shall be preserved and developed. Landscape treatment shall be provided to enhance and complement architectural features, strengthen vistas and lines of site and provide shade. Vehicular areas shall be protected by appropriate curbs, tree guards, or other devices wherever possible. Where building sites limit planting, the placement of trees and shrubs in the parkways or paved areas is encouraged. Screening of service yards, exterior utilities (includes generators, cooling towers and condensers, etc.) refuse collection areas and other places which tend to be unsightly shall be accomplished by the use of walls, fencing, landscaping or any approved combination of these. Screening shall be effective in winter and summer seasons. Every effort shall be made to respect and preserve existing landforms, trees and other landscape elements. Shield vehicular parking areas, service areas and driveways

from adjacent properties and public rights-of-ways through the use of effective screening mechanisms such as: Landscaped earthen berms; lowering the parking level grade below sight lines from public right-of-ways and by the use of evergreen screen landscaping. Plant materials are encouraged to be indigenous or naturalizing but not of exotic origin to this region and climate. Care should be taken in selection of plant materials that do not require excessive irrigation or maintenance. Scale and proportion of the building should be considered.. Landscaping should be utilized to complement and soften the architecture of buildings, structures and monument signs and soften or screen views of parking areas from public rights-of-ways. Equal attention shall be given to landscaping along the sides and rear of buildings as well as the front elevation.

The following minimum requirements must be met:

- a) Provide decorative landscaping near building entrances or patios (planting beds, large pots, etc.) Large (scale appropriate) stained concrete, Glass Fiber Reinforced Concrete (GFRC) or durable pottery pots (no plastic) should be used that complement the building architecture.
- b) Monument signs should not displace required landscaping.
- c) Screen dumpster and recycling bins with masonry wall to match the building and opaque metal gates and evergreen plantings. See Standard Plan 700.
- d) Parking areas should be demarcated from pedestrian connections with pavers, stamped concrete or other material that differentiates the pedestrian walkway.
- e) Provide paved pedestrian connection from public sidewalk(s) to the site interior (may not lessen required planting square footage within a required tree island).
- f) All sites should include a minimum of one bicycle rack, one pedestrian bench and one trash receptacle (of approved color and style)
- g) All landscaped areas should be maintained by the use of automatic irrigation systems or as approved by the Community Development Department. Automatic irrigation systems shall comply with the Water Conservation Ordinance.
- h) Seasonal annual beds shall be maintained and watered as needed during the growing season. This includes weeding, fertilization, dead-heading and removal/replacement of dead plants.

(17) Streetscape Guidelines

Old Milton Parkway

‘Brookside Area’ tree placement: Shade trees such as Willow Oak, Nuttall Oak, American Elm, etc. spaced 50 feet on center. Alternate with groupings of understory trees and accent shrubs. Flowering or variegated leaf color is encouraged.

Granville lights to be located 80 feet on center – color to meet City Standard

Benches to be placed at the rate of one unit every 100 linear feet.

Medians: Groupings of understory flowering trees and accent shrubs with ends of beds to be planted with dwarf lemon yellow daylilies or similar. Alternate with blocks of evergreen trees such as Holly (Savannah, Foster, or Nellie Stevens) staggered at eight (8) feet on center and ends of bed to be planted with Knockout roses or similar. Planting shall allow for a minimum visual clearance of 24 feet at the end of each median which shall be

planted with dwarf daylilies or other ground cover. Median widths of less than 2 feet shall be brick pavers (no plants).

North Main Street

Shade trees such as Hybrid Red Maple, Asian Elm, American or European Hornbeam, etc. spaced 50 feet on center. Alternate with groupings of understory trees and accent shrubs. Flowering or variegated leaf color is encouraged.-Granville lights to be located 50 feet on center – color to meet City Standard.
Benches to be placed at the rate of one unit every 150 linear feet.

Medians: Groupings of understory trees under planted with Knockout Roses or similar. Flowering or variegated leaf color is encouraged. Alternate with blocks of evergreen tree such as Nellie Stevens Holly staggered at eight (8) feet on center and ends of bed to be planted with low ornamental shrubs. Plantings shall allow for a minimum visual clearance of 24 feet at the end of each median which shall be planted with dwarf daylilies or other ground cover. Median widths of less than 2 feet shall consist of brick pavers (no plants).

~~Central Business District—Comply with the Downtown Incentive Zoning Guidelines.~~

~~Downtown Overlay – Comply with the Alpharetta Downtown Code and Alpharetta Downtown Design Guidelines.~~

(18) Building, Structure and Sign Material Colors.

- a) Building Color Palettes: The use of muted, subdued or earth tone colors are encouraged while the use of novelty and primary colors are strongly discouraged and are to be avoided. It is the intent of these Guidelines to establish timelessness in the color schemes incorporated in the building design and project design. Colors are intended to enhance the architecture of the project, not to attract attention to specific features or elements such as roof or parapet lines and signs. Building colors for the ~~Central Business and Historic Business Districts~~ Downtown Overlay are to be derived from the “Historic” or “Williamsburg” collections or palette by Benjamin Moore or equivalent. Equivalent colors matching the above named manufacturers are acceptable.
- b) Deviation from the approved colors may be considered by the Board where appropriate or as part of accented design elements. In general, a project should use no more than three (3) of the approved colors.

(19) The following elements are strongly discouraged in all Districts, Overlays and Corridors of Influence:

- a) Visually obtrusive Storm Water Detention or Retention areas. Care should be taken to locate storm water detention or retention areas in the least conspicuous areas of the project site or design them as a water feature. Additional care should be taken to mitigate the visual intrusion of detention or retention through the use of heavy landscaping or concealing these areas underground. Utilization of the retention or detention pond as an attractive site feature is the preferred alternative.

- b) Visible Roof mounted equipment on Buildings. Roof mounted heating and air cooling units, exhaust hoods and fans, vent piping, satellite dishes, antennae and other roof appurtenances on the roof of a building are prohibited from being viewed from the ground by the general public and must be permanently screened. Any exterior ventilated HVAC units shall be internally drained (i.e. condensate lines).
- c) Visible Dumpsters and Recycling bins or Containers. Dumpsters, Refuse containers and recycling bins are required to be screened from public view with building materials that match the parent building and their location on the project site is to be as inconspicuous as possible. Enclosure doors are to be constructed of steel or other durable materials that can be easily maintained and their color coordinated with the parent building.
- d) Excessive Site and Building Lighting. Site and building lighting should be minimal with lighting standards and levels being at the discretion of the Board. Site lighting should not distract motorists or pedestrians traversing on or near the project site. Building lighting should not distract from the overall architecture of the building but should complement the building. Site or building lighting should not “spill over” onto adjacent properties and should be directed specifically at the building in order to limit lighting of the night sky. However, site and building lighting is encouraged to provide a sense of security.
- e) Improper Landscape design and lack of creativity. Attractive, complimentary landscape is encouraged throughout the site using a mix of evergreen foundation plants, colorful accent plants and groundcovers. Untested non-naturalizing or non-indigenous species of plants are strongly discouraged. Trees should be of larger caliper and size to create a pleasant and immediate impact upon installation. Shrubs should be of the largest container size possible
- f) Removal of existing trees important to the character of the site. Large and significant trees should be protected where possible through the use of creative design solutions and man-made protection devices, such as tree wells, aeration systems, etc.
- g) Discouraged architectural elements. Mansard roofs; wooden shakes and shingles; drive-through windows that become a primary visual focus; plastic elements; inappropriate ornate architectural elements (such as elements depicting animals); metal buildings; and mobile units.
- h) Use of neon, fiber optic, and non-traditional illumination techniques is strongly discouraged. Use of neon tubing or other non-traditional illumination techniques which are visible are prohibited, unless covered by translucent material.
- i) Excessive use of building materials. In general, building materials should be limited to three types. Buildings incorporating too many different material types look busy and disjointed. Visual continuity should be considered by balancing building materials within the architectural elevations.
- j) Thematic architecture. Building styles that are overly theatrical in character or are designed to represent specific objects are strongly discouraged. Materials used to create theatrical design such as driftwood, netting, corrugated metal and mirrors are strongly discouraged.
- k) Excessive use of retaining walls. Use of retaining walls is discouraged. However, where required due to site conditions and grading considerations, care should be taken to mitigate their visual obtrusiveness. Finished materials must match the parent building or structure. Modular block walls are only allowed in non-visible areas of the site.
- l) Visually obtrusive parking structures or other accessory buildings. Parking structures must provide architectural details and materials to mitigate their visual obtrusiveness on all exterior elevations. Materials and colors must match those of the parent building.

Should no parent building be adjacent, then the parking structure should be visually compatible with other adjacent structures. All surface and storm water shall be internally drained. Evergreen landscape trees and shrubs shall be incorporated to aid in screening the structure or building.

- m) Use of plastic materials and primary colored accessory structures. Accessory structures such as playgrounds must not be visible from public right-of-ways. Plastic materials and primary colors are to be avoided.
- n) Murals. Murals shall be appropriately scaled and visually compatible with the buildings on which they are placed. Not all buildings are appropriate for mural display and careful consideration shall be given to any mural proposed within the downtown historic district. Murals shall not include advertising or be commercial in nature.

(B) General Design Standards. The Board will also consider the following general design standards when reviewing applications for Certificate of Design Approval:

(1) For new buildings and additions to existing buildings:

- a) The height of the rooflines or parapets along the street or public right-of-way.
- b) Scale and mass of the building on the site.
- c) Placement of the building on the site.
- d) Materials, color and texture of the buildings.
- e) Architectural style where there is a predominant style on surrounding and adjacent buildings; and
- f) Architectural details, including signs, subject to public view from any public street or public way.
- g) Incorporate pedestrian-friendly features and amenities wherever possible. Pedestrian paths (i.e. sidewalks, mulched paths) should encourage pedestrian travel throughout an entire project. Pedestrian paths connecting adjacent properties and projects are also strongly encouraged.

(2) For modifications to existing buildings:

- a) The degree to which the distinguishing original qualities or character of a building, structure or site including historic materials are retained.
- b) The historic appropriateness of any new features; and
- c) The compatibility of proposed alterations with other buildings within the street block face or block face across the street, giving consideration to building size, shape, roofline, colors, materials, textures, nature of openings and architectural details.
- d) The extent to which the buildings or structures will promote the general welfare of the city and all citizens by the preservation and protection of the neighborhood.

(3) Bridges and bridge encroachments

- a) Bridges and bridge encroachments in all areas of the City are to be treated with enhanced architectural details. This would include all vehicular and pedestrian bridges and combinations thereof. Enhancements should include the use of brick and/or stone for the exterior and interior (roadway side) of the facades of bridges and all wing walls,

abutments, beams, and piers. Horizontal and vertical relief should be provided along the sides to completely cover the substructure with a center point feature. All vehicular bridges shall include a separated (by a decorative barrier) sidewalk of 10 feet. Barriers are encouraged to include plantings. All fencing proposed shall be of a decorative nature and should include a planting to create a “green” or “live” wall. The bridge should include decorative lighting of both vehicular and pedestrian heights. Each bridge center piece shall have an official City Seal incorporated.

(C) Specific Design Standards. The Board will consider the following specific design standards when reviewing applications for certificate of appropriateness.

- a) It is the intent of the City to maintain and enhance the “Traditional Main Street” character within the ~~Central Business District and the Historic Districts~~ Downtown Overlay. The Alpharetta Downtown Design Guidelines provide standards for the desired design of this area. Outside ~~these~~ this areas the Board will evaluate each project proposal based on the quality of its design and relationship to the architectural character and style of the surrounding buildings, structures and streetscape.
- b) ~~Building Scale, Proportion and Massing will be considered as follows. Within the Central Business District and the Historic Districts, no single building design element shall exceed one hundred (100) feet in length; and no continuous, uninterrupted storefront elevation(elevation in the same plane) shall exceed fifty (50) feet in length.~~
- c) The Board shall seek to minimize and discourage the use of the following architectural features within the City:
 1. Mansard roofs
 2. Wooden shakes or shingles
 3. Drive through windows that become a primary visual focus
 4. Plastic elements
 5. Inappropriate ornate architectural elements (such as elements depicting animals)
 6. Metal buildings
 7. Mobile buildings

(D) Additional Standards. Subject to the approval of the City Council, the Board shall have the authority from time to time to promulgate additional design standards. Such additional design standards shall be effective upon approval by the City Council.

9. Conformance with Certificate.

All work performed pursuant to an issued Certificate of Design Approval shall conform to the requirements of such certificate. If work is performed not in accordance with such certificate, the Community Development Department shall be authorized to issue a cease and desist order and all work shall cease.

Appeal from such cease and desist order shall be the same as that set forth in Section 7 (D) for appeal of an application denial by the Board.

10. Remedies.

In case any activity covered by this Ordinance is or is proposed to be initiated in violation of any provision of this Ordinance, the Community Development Department may, in addition to other remedies, and after due notice to the appropriate person(s), issue a citation for violation of this Ordinance requiring the presence of the violator in the Municipal Court of the City of Alpharetta or the City Code Enforcement Board, or institute an injunction or other appropriate action of proceedings to prevent such unlawful activity or to correct or abate such violation.

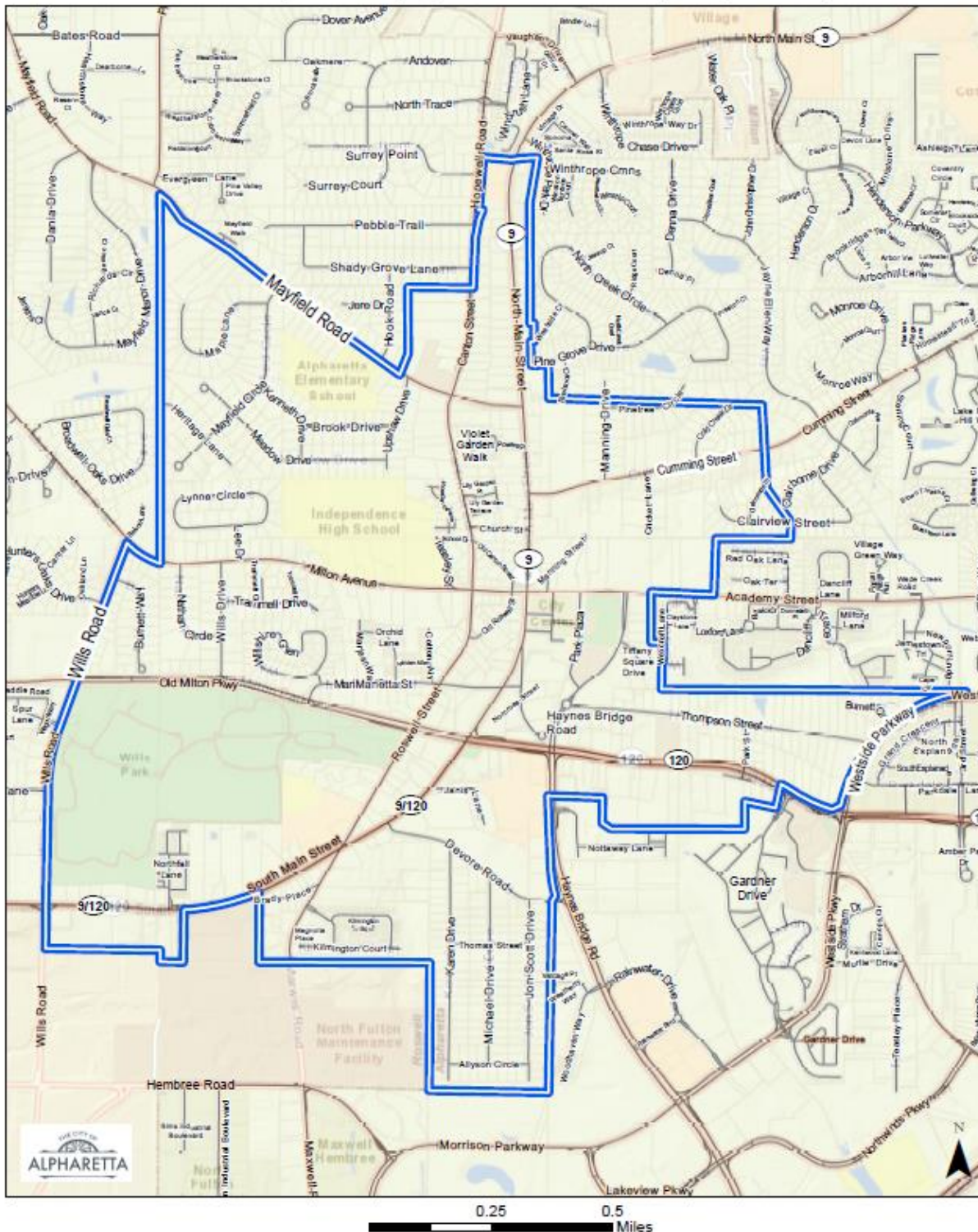
11. Severability.

Should any section or provision of the Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as a whole or any section thereof other than the section or provision specifically declared to be invalid.

Downtown Overlay District

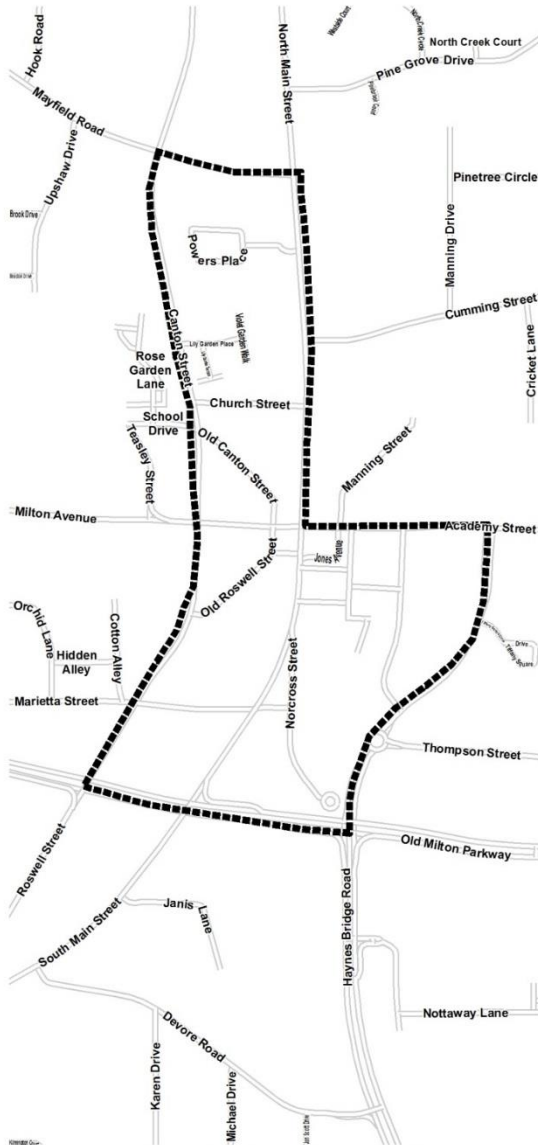
Map "A"

Downtown Overlay District -- This portion of the City was defined by the 2015 Downtown Master Plan and recognized on July 15, 2015 as a distinct district by the Alpharetta City Council



DELETE BELOW MAP

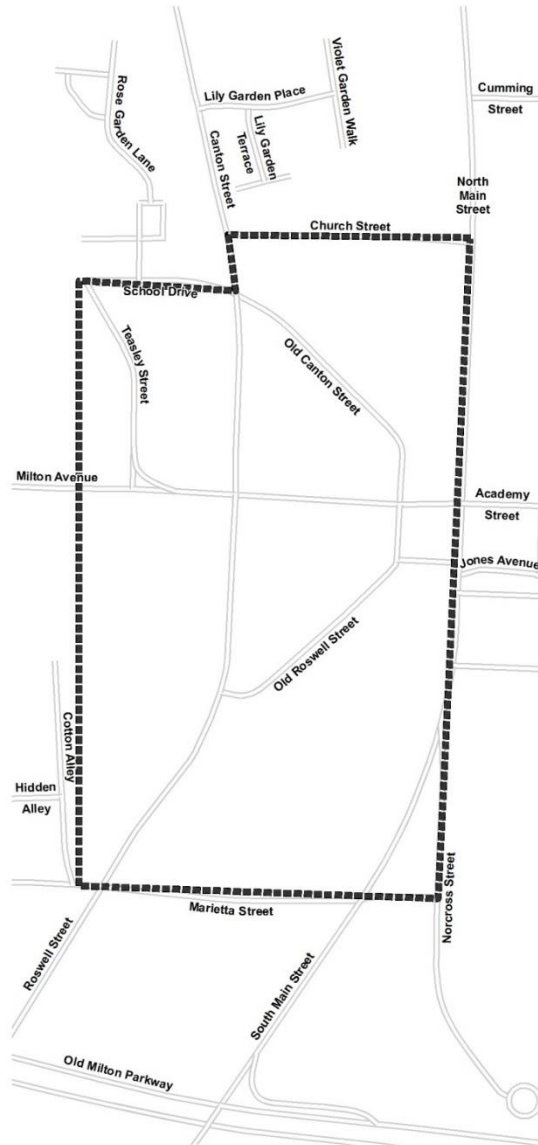
Central Business District



Central Business District (CBD)

The portion of the City bound by Mayfield Road to the north, Old Milton Parkway to the south, Haynes Bridge Road and North Main St to the east, and Roswell and Canton Streets to the west.

Historic Business District

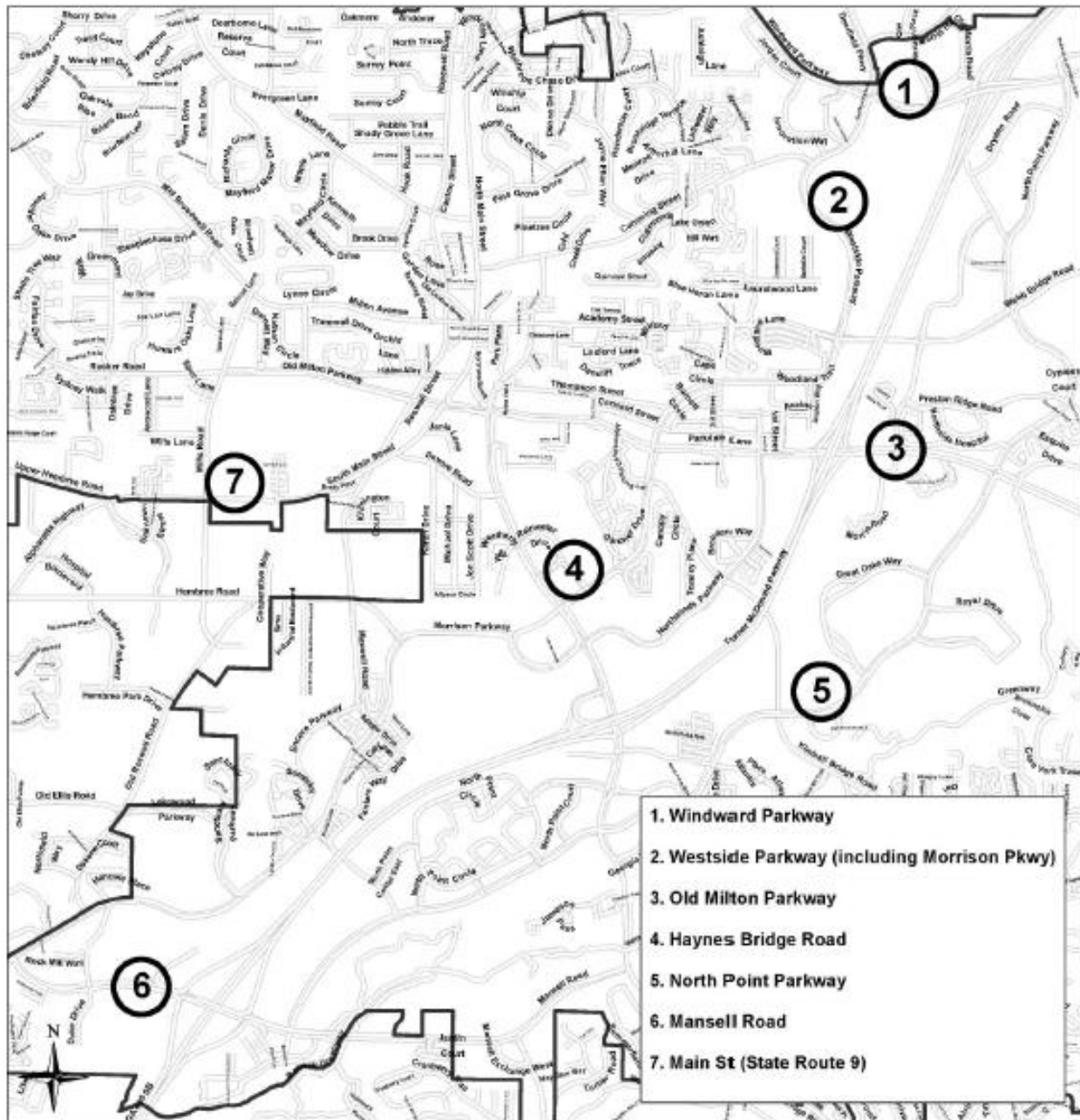


Historic Business District (CBD)

The portion of the Central Business District bounded by Church Street to the north, Hwy 9 to the east, Marietta Street to the South and the Milton Center site to the west.

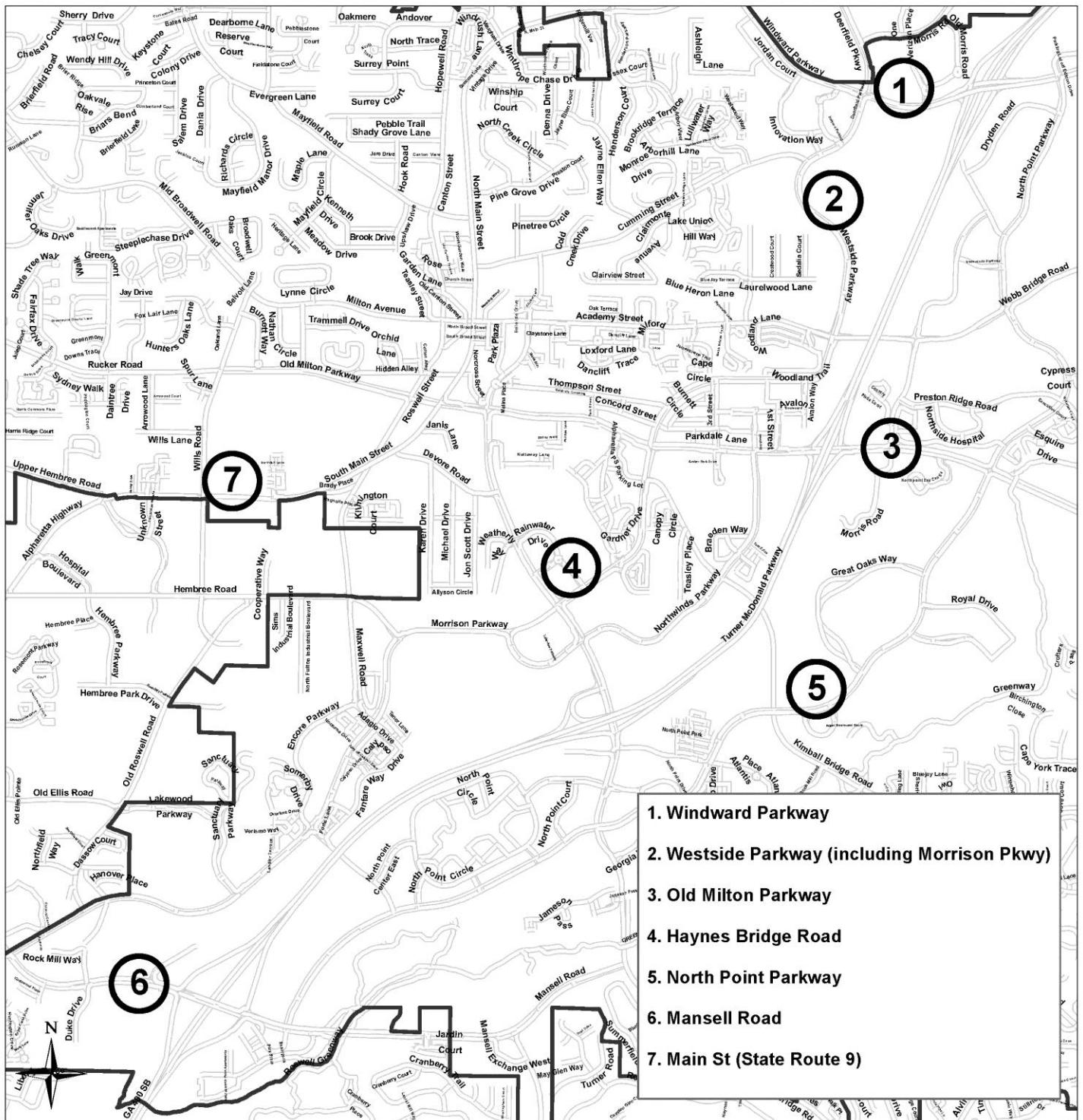
Map "A"
(Taken From Article II, Page 2-115 of the Unified Development Code)

City of Alpharetta Corridors of Influence



Map "B"
The roadways having the greatest visual impact within the City and those roads which are considered to be the "gateways" into the City.

Corridors of Influence



Map "B"

The roadways having the greatest visual impact within the City and those roads which are considered to the "gateways" into the City.



City Council Meeting STAFF REPORT

Submitting Department: City Clerk
Submitted By: Coty Thigpen
Meeting Date: August 21, 2017

I. AGENDA ITEM TITLE:

ORDINANCE: CALLING THE CITY OF ALPHARETTA GENERAL ELECTION (2ND READING)
AN ORDINANCE TO REGULATE AND PROVIDE FOR THE CALLING OF THE CITY OF ALPHARETTA
GENERAL CITY ELECTION; TO PROVIDE FOR PUBLICATION AND NOTICE OF THE ELECTION; TO
ESTABLISH A CANDIDATE QUALIFICATION PERIOD; TO REAFFIRM CANDIDATE QUALIFICATION
FEES; TO ESTABLISH A VOTER REGISTRATION CUT-OFF DATE;AND FOR OTHER PURPOSES

II. RECOMMENDATION:

Please approve the attached Ordinance calling for the 2017 Alpharetta General Election.

III. REPORT IN BRIEF:

The Georgia Election Code requires that when a municipality authorizes their County to conduct their Election, the municipality shall by Ordinance, authorize such an action. This Ordinance serves to meet that statute requirement and in addition provides the following:

- 1) Calls the Alpharetta General Election
- 2) Provides Publication and Notice of the Alpharetta General Election
- 3) Provides notification of the candidate qualification period and reaffirms the associated fees
- 4) Provides notice of voter registration deadline for the Alpharetta General Election

IV. ALTERNATIVES:

V. ATTACHMENTS:

Ordinance

**AN ORDINANCE TO REGULATE AND PROVIDE FOR THE CALLING OF
THE CITY OF ALPHARETTA GENERAL CITY ELECTION; TO PROVIDE FOR
PUBLICATION AND NOTICE OF THE ELECTION; TO ESTABLISH A CANDIDATE
QUALIFICATION PERIOD; TO REAFFIRM CANDIDATE QUALIFICATION FEES;
TO ESTABLISH A VOTER REGISTRATION CUT-OFF DATE;
AND FOR OTHER PURPOSES**

WHEREAS, pursuant to the Charter of the City of Alpharetta and the laws of the State of Georgia, the City of Alpharetta is required to hold a non-partisan general election on the 7th day of November, 2017, to elect three (3) members of the City Council (Posts 1, 2 and 3) for a full four (4) year term each; and

WHEREAS, by this Ordinance the Council desires to call the election and to provide for a period of candidate qualification and voter registration;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL, AND IT IS HEREBY ORDAINED that a non-partisan general election is hereby called to be held in the City of Alpharetta, Georgia, on the 7th day of November, 2017, to elect three (3) members of the City Council (Posts 1, 2 and 3) for a full four (4) year term each;

BE IT FURTHER ORDAINED that those residents who have not previously registered shall make application for registration no later than the close of business on October 10, 2017; and

BE IT FURTHER ORDAINED that those residents who wish to qualify as a candidate in the election shall file a notice of candidacy in the Office of the City Clerk no earlier than 8:30 A.M. on August 21, 2017 and no later than 5:00 P.M. on August 23, 2017, and that all candidates for election shall designate, at the time of qualifying, the post for which they are seeking election; and

BE IT FURTHER ORDAINED, as previously published by the City as required by law, the qualification fee for City Council shall be \$450.00; and

BE IT FURTHER ORDAINED that the City Clerk is hereby authorized and directed to publish a notice at least two (2) weeks prior to the opening of the qualifying period and once a week for not less than four (4) weeks immediately preceding the date of the election (and for such other dates as the Clerk or City Attorney may deem appropriate), in the Alpharetta-Roswell Herald, which notice shall contain the information required by applicable law; and

BE IT FURTHER ORDAINED that any and all ordinances or resolutions in conflict with this Ordinance are hereby repealed.

ADOPTED AND APPROVED this _____ day of _____, 2017.

CITY OF ALPHARETTA, GEORGIA

By: _____
David Belle Isle, Mayor

COUNCIL MEMBERS

(SEAL)

Attest:

Clerk

1342044



City Council Meeting STAFF REPORT

Submitting Department: Community Development

Submitted By:

Meeting Date: August 21, 2017

I. AGENDA ITEM TITLE: NORTH POINT LCI UPDATE AWARD CONTRACT - KIMLEY-HORN

II. RECOMMENDATION:

Approve contract in the amount of \$125,000 to Kimley-Horn & Associates under the terms and conditions of the City's On-Call Planning Services contract and authorize Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT.
BUDGET: NO

TOTAL PROJECT COST: \$125,000 (\$100,000 ARC GRANT
AND \$25,000 CITY MATCH)

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
North Point LCI Update (34074150-521200-C1816)	\$125,000.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
ARC Grant (34074150-334310-C1816)	\$100,000.00

IV. REPORT IN BRIEF:

On November 7, 2016, Council approved and authorized staff to submit an application to the Atlanta Regional Commission's (ARC) Livable Centers Initiative seeking grant funding for a supplemental study for the North Point Activity Center LCI. ARC awarded the City \$100,000 to conduct the update to the North Point Activity Center LCI. The City's match is \$25,000 bringing total funding for this initiative to \$125,000.

The goal of this initiative is to update and clarify the community's vision for the North Point Activity Center, identify strategy and policy enhancements to maintain and enhance the district, and prioritize public investments particularly related to maintaining mobility and enhancing walkability in the area.

Staff recommends awarding the contract to Kimley-Horn & Associates. Kimley-Horn project manager, Eric Bosman, led the original North Point LCI Study and is familiar with the area goals. He was also instrumental in securing funding for the Encore Bridge and works closely with the North Fulton CID. Eric Bosman has shown a great ability on past projects to lead public input meetings. Jeff Speck as well as Bleakly Advisory will be part of the Kimley-Horn project team. Kimley-Horn was awarded on-call planning services contract for Community Development on October 17, 2016. Included in the scope of work for the on-call services consisted of planning study updates.

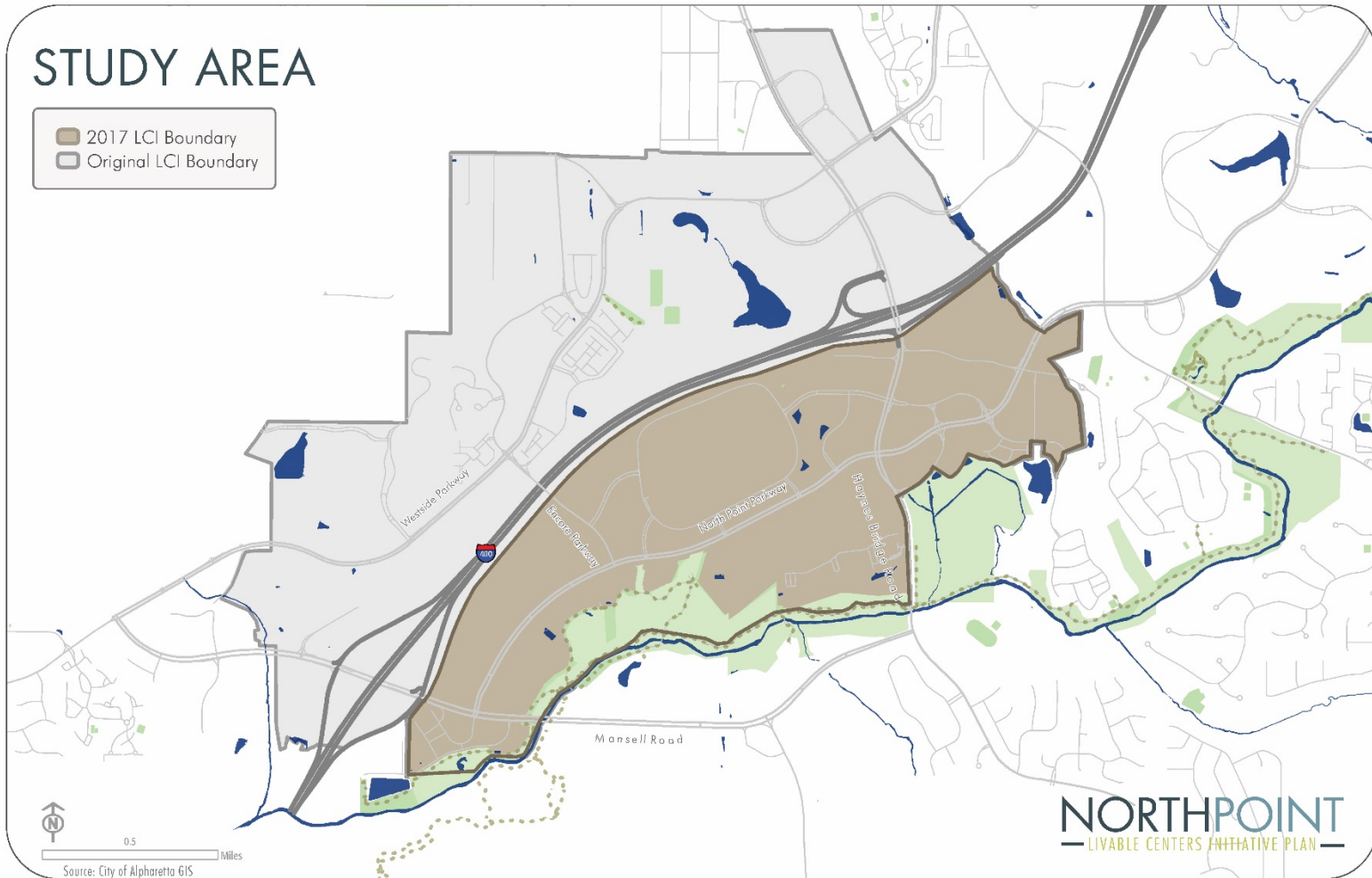
V. ALTERNATIVES:

VI. ATTACHMENTS:

Study Area, Subgrant Agreement, KHA North Point LCI Update

STUDY AREA

- 2017 LCI Boundary
- Original LCI Boundary



April 3, 2017

Mr. Michael Woodman
City of Alpharetta
2 Park Place
Alpharetta, GA 30009

RE: Livable Centers Initiative Study Contract

Dear Mr. Woodman:

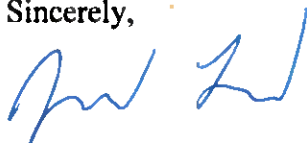
I am pleased to let you know that the Georgia Department of Transportation approved the Livable Centers Initiative study contracts. Enclosed are the LCI subgrant agreement (two original copies), a contractor/vendor information form, a Certification Regarding Debarment form, and a Georgia Security and Immigration Compliance Act Affidavit. To execute the LCI contract, please follow the instructions below:

- Have appropriate official sign both copies of the subgrant agreement.
- Complete and sign the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.
- Complete, sign, and notarize the Georgia Security and Immigration Compliance Act Affidavit.
- Complete and sign the contractor/vendor information form.
- Return the signed originals of the subgrant agreement, the completed Certification Regarding Debarment form, the completed Georgia Security and Immigration Compliance Act Affidavit, and the completed contractor/vendor information form, to:

Jared Lombard, AICP
Atlanta Regional Commission
40 Courtland Street, NE
Atlanta, GA 30303

In addition, please remember that ARC needs to review the contract with your selected consultant prior to the start of work. Please contact me if you have any questions.

Sincerely,



Jared Lombard, AICP
Senior Principal Planner, Community Development Division

Instructions for Execution of Subgrant Contracts:

1. Have appropriate official sign both copies of the subgrant agreement.
2. Complete and sign the Certification Regarding Debarment.
3. Complete, sign and notarize the Georgia Security and Immigration Compliance Act Affidavit.
4. Return both signed originals of the subgrant agreement, the completed Certification Regarding Debarment form and the completed Georgia Security and Immigration Compliance Act Affidavit.
5. ARC will return one original of the subgrant agreement to the subgrantee once fully executed by ARC.



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Atlanta Regional Commission has registered with, is authorized to participate in, and is participating in 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.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Atlanta Regional Commission within five (5) business days after any subcontractor is retained to perform such service.

95319
E-Verify User Identification Number

1/29/2008
Date of Authorization

City of Alpharetta
Company Name

Michael A. Woodman
BY: Authorized Officer or Agent

Senior Planner
Title of Authorized Officer or Agent of Contractor

Michael Woodman
Printed Name of Authorized Officer or Agent

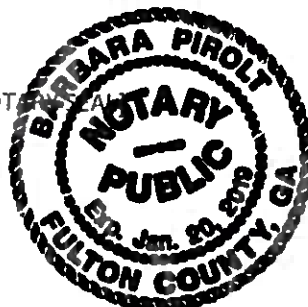
SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE 1 DAY OF May, 2017

Barbara Pirolt
Notary Public

My Commission Expires: 1-20-19

[NOTARY]



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS AND LOBBYING**

**DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED
TRANSACTIONS**

The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 49 CFR Part 29, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower-tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause have the meaning set forth in the Definitions and Coverage sections of rules implementing Executive Order 12549.

The prospective lower tier participant certifies that, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of its statements in this certification, such prospective participant shall attach an explanation to this proposal.

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code (as implemented at 49 CFR Part 20), the applicant certifies that to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification(s).

City of Alpharetta
NAME OF APPLICANT

North Point Activity Center LCI
AWARD NUMBER and/or PROJECT NAME Major Update

Michael A. Woodman
PRINTED NAME OF AUTHORIZED REPRESENTATIVE

Senior Planner
TITLE OF AUTHORIZED REPRESENTATIVE

Michael A. Woodman
SIGNATURE OF AUTHORIZED REPRESENTATIVE

4/21/17
DATE

SUBGRANT AGREEMENT

THIS AGREEMENT, entered into as of this 15th day of May, 2017, by and between the City of Alpharetta, Georgia (hereinafter referred to as the "Subgrantee") and the ATLANTA REGIONAL COMMISSION (hereinafter referred to as "ARC").

WITNESSETH THAT:

WHEREAS, ARC desires to engage the Subgrantee to render certain services hereinafter described in connection with an undertaking or project (hereinafter referred to as the "Project") which is to be wholly or partially financed by a grant from the United States Department of Transportation, (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as "the Concerned Funding Agencies");

WHEREAS, the Subgrantee desires to render such services in connection with the project;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Engagement of the Subgrantee. ARC hereby agrees to engage the Subgrantee and the Subgrantee hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.
2. Scope of Services. The Subgrantee shall do, perform and carry out in a satisfactory and proper manner, as determined by ARC, the work and services described in Attachment "A" which is attached hereto and made a part hereof.
3. Time of Performance. The services of the Subgrantee are to commence immediately upon execution of this agreement. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment "A." All work and services required hereunder shall be completed on or before September 30, 2018.
4. Compensation. The Subgrantee shall be compensated for the work and services to be performed under this agreement as set forth in Attachment "B" which is attached hereto and made part hereof. Compensation for work and services in the performance of this contract shall not exceed \$100,000.
5. Approval of Subcontracts. None of the work or services to be performed under this agreement by the Subgrantee shall be subcontracted without the prior written approval of ARC's Executive Director or his authorized agent. If such approval is requested, all subcontract documents shall be submitted to ARC's Executive Director or his authorized agent, for his review and approval prior to the execution of such subcontract. Further, if requested by ARC's Executive Director or his authorized agent, the Subgrantee shall provide ARC with such documentation as ARC's Executive Director shall require, regarding the

method the Subgrantee used in selecting its subcontractor. The Subgrantee acknowledges that if work or services to be performed under this agreement is financed solely or partially with federal funds, the selection of subcontractors is governed by regulations requiring competition between potential subcontractors or adequate justification for sole source selection. The Subgrantee agrees to abide by such regulations in its selection procedure.

6. Assignability. The Subgrantee shall not assign, sublet or transfer all or any portion of its interest in this agreement without the prior written approval of ARC.
7. Amendments. ARC may require changes in this agreement. Except for termination for cause or convenience, such changes, including any increase or decrease in the amount of the Subgrantee's compensation shall be incorporated in written amendments to this agreement. Amendments to this agreement may be executed on behalf of ARC only by ARC's Executive Director and Chairman.
8. Insurance. The Subgrantee will have and maintain insurance coverage that complies with the laws of the state of Georgia, as well as reasonable and prudent business practices. Such insurance shall at least include Worker's Compensation, Public Liability, Property Damage, and Valuable Papers coverage.
9. Indemnification. The Subgrantee shall hold harmless and indemnify ARC, its officers, directors, and employees from and against losses, reasonable attorney's fees and costs, that may be based on any injury to persons or property caused by the negligent performance of services under this agreement by the Subgrantee or any person employed by the Subgrantee.
10. Formal Communication. Formal communications regarding this agreement shall include, but not necessarily be limited to correspondence, progress reports and fiscal reports.

All formal communication regarding this agreement shall be in writing between the person executing this agreement on behalf of the Subgrantee (executor) and ARC's Executive Director. However, the Subgrantee executor and ARC's Executive Director shall each have the right to designate in writing to the other an agent to act in his or her behalf regarding this agreement. Any restrictions to such designation must be clearly defined in the written designation.

In this regard, ARC's Executive Director hereby designates the Director of the Center for Livable Communities as his agent for purposes of this contract only, except for Amendments and Terminations.

11. Reports. The Subgrantee shall furnish ARC with narrative progress reports, in such form and frequency as may be specified by ARC's Executive Director or his authorized agent, outlining the work accomplished by the Subgrantee during the period, including the current status of the Project, and the percentage of work which has been completed.
12. Financial Reports. In addition to other records required by this contract, the Subgrantee agrees to provide to ARC such additional financial reports in such form and frequency as

ARC may require in order to meet ARC's requirements for reporting to the Concerned Funding Agencies.

13. Program Fraud and False or Fraudulent Statements or Related Acts. The Subgrantee acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Subgrantee certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the project for which this contract work is being performed. In addition to other penalties that may be applicable, the Subgrantee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Subgrantee to the extent the Federal Government deems appropriate.
14. Review and Coordination. To ensure adequate assessment of the Subgrantee's project and proper coordination among interested parties, ARC shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The Subgrantee may be required to meet with designated representatives of ARC and the Concerned Funding Agencies from time to time to review the work and services performed. The Subgrantee shall be given reasonable written notice of such meetings.
15. Inspections. Authorized representatives of ARC and the Concerned Funding Agencies may at all reasonable times review and inspect the Project activities and data collected pursuant to this agreement. Except where specifically prohibited by law, all reports, studies, records, and computations prepared by or for the Subgrantee under this agreement shall be made available to authorized representatives of ARC and the Concerned Funding Agencies for inspection and review at all reasonable times in the Subgrantee's office where data is normally accumulated. Approval and acceptance of such material shall not relieve the Subgrantee of its professional obligation to correct, at its expense, any errors found in the work unless such errors can be shown to be caused by inaccurate or incomplete information provided by ARC.
16. Maintenance of Cost Records. The Subgrantee shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and shall make such material available at all reasonable times during the period of the agreement, and for three years from the date of final payment under the agreement, for inspection by ARC, the Concerned Funding Agencies, and if the work and services to be performed under this agreement is wholly or partially funded with federal funds, the Comptroller General of the United States, or any of their duly authorized representatives. The Subgrantee shall include the provisions of this paragraph in any subcontract executed in connection with this Project.
17. No Obligation by the Federal Government. ARC and the Subgrantee acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the

solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to ARC, the Subgrantee, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

18. Status as Independent Contractors. Nothing contained in this agreement shall be construed to constitute the Subgrantee or any of its employees, servants, agents or subcontractors as a partner, employee, servant, or agent of ARC, nor shall either party to this agreement have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.
19. Subgrantee's Personnel. The Subgrantee represents that it has, or will secure at its own expense, all personnel required to perform the services under this agreement. Such personnel shall not be employees of ARC, nor shall such personnel have been employees of ARC during any time within the twelve-month period immediately prior to the date of this agreement, except with the express prior written consent of ARC. Further, the Subgrantee agrees that no such former ARC employees shall be involved in any way with the performance of this agreement, without the express prior written approval of ARC.
20. Employees' Rate of Compensation. The rate of compensation for work performed under this project by a staff member or employee of the Subgrantee shall not exceed the compensation of such person that is applicable to his or her other work activities for the Subgrantee. Charges for salaries and wages of individuals shall be supported by time and attendance and payroll distribution records.
21. Interest of Subgrantee. The Subgrantee covenants that neither the Subgrantee, nor anyone controlled by the Subgrantee, controlling the Subgrantee, or under common control with the Subgrantee, nor its agents, employees or Subgrantees, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the Subgrantee's service hereunder in an impartial and unbiased manner. The Subgrantee further covenants that in the performance of this agreement no person having any such interest shall be employed by the Subgrantee as an agent, Subgrantee or otherwise. If the Subgrantee contemplates taking some action which may constitute a violation of this paragraph, the Subgrantee shall request in writing the advice of ARC, and if ARC notifies the Subgrantee in writing that the Subgrantee's contemplated action will not constitute a violation hereof, then the Subgrantee shall be authorized to take such action without being in violation of this paragraph.
22. Interest of Members of ARC and Others. No officer, member or employee of ARC, and no public official of any local government which is affected in any way by the project, who exercises any function or responsibilities in the review or approval of the project or any component part thereof, shall participate in any decision relating to this agreement which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly, or indirectly, interested; nor shall any such officer,

member or employee of ARC, or public official of any local government affected by the project, have an interest, direct or indirect, in this agreement or the proceeds arising therefrom.

23. Officials Not to Benefit. No member of or delegate to the Congress of the United States of America, resident commissioner or employee of the United States Government, shall be admitted to any share or part of this agreement or to any benefits to arise herefrom.
24. Compliance with Requirements of the Concerned Funding Agencies. The Subgrantee shall be bound by the applicable terms and conditions of the Grant Contract between ARC and the Concerned Funding Agencies which said Grant Contract is on file in the offices of ARC and is hereby made a part of this agreement as fully as if the same were attached hereto. ARC will notify the Subgrantee in writing of any applicable changes within a reasonable time after ARC has received appropriate notice of such changes from the Concerned Funding Agencies.
25. Rights in Documents, Materials and Data Produced. For purposes of this agreement, "data" includes, but is not limited to, writings, sound recordings, photographs, films, videotapes or other graphic representations and works of a similar nature. ARC and the Concerned Funding Agencies shall have the right to use same without restriction or limitation and without compensation to the Subgrantee other than as provided in this agreement. The Subgrantee acknowledges that matters regarding rights to inventions and materials generated by or arising out of this agreement may be subject to certain regulations issued by the Concerned Funding Agencies.
26. Data and Software Licensing. During performance of the work covered by this Agreement ARC may provide certain data or software products, such as aerial photography or commercially available planning data and software, to the Subgrantee that have been obtained from various sources under specific licensing agreements. The Subgrantee acknowledges that any data or software that ARC may provide hereunder is provided as a non-exclusive, non-transferable, limited license for the Subgrantee or its Sub-Subgrantees to use the data or software for the work covered by this Agreement only. The Subgrantee shall not redistribute, republish or otherwise make this data or software available to any party not covered by this Agreement. The Subgrantee or any Sub-Subgrantees shall not use this data or software for any work not covered by this Agreement. The Subgrantee further acknowledges that upon completion of the project covered by this Agreement all data and software provided by ARC will be returned to ARC and all copies of the data or software residing on the Subgrantee's or Sub-Subgrantee's computer systems will be removed.
27. Publicity. Articles, papers, bulletins, reports or other material reporting the plans, progress, analysis or results and findings of the work conducted under this agreement shall not be presented or published without first submitting the same to ARC for review and comment. No such presentation shall be made until comments have been received from ARC regarding such review; provided, however, if such comments have not been received by the Subgrantee within thirty calendar days after such submission, it shall be presumed that ARC

has no objection thereto. ARC's comments, objections, reservations or disagreements regarding such material shall be accommodated as ARC shall specify.

28. Assurances. The Subgrantee hereby assures and certifies that it will comply with the appropriate regulations, policies, guidelines and requirements (as applicable), including, but not limited to, 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 48 CFR 31, "Contract Cost Principles and Procedures," Executive Order 12372, "Intergovernmental review of Federal programs," U.S. Office of Management and Budget Circular Nos. A 21, "Cost Principles for Educational Institutions," and A 133, "Audits of States, Local Governments and Non-Profit Organizations," or other requirements imposed by ARC or the Concerned Funding Agencies concerning requirements of law or project matters as expressly made applicable by ARC herein, as they relate to the application, acceptance, use and audit of federal funds for this federally assisted project. For audits of fiscal years beginning on or after December 26, 2014, the provisions of 2 CFR 200.501 supersede OMB circular A133. A nonfederal entity that expends \$750,000 or more in federal awards during its fiscal year must have a single or program-specific audit conducted for that year. Also, the Subgrantee gives assurance and certifies with respect to this agreement that:

a. For all agreements:

- i. It possesses legal authority to apply for this agreement, and, if appropriate, to finance and construct any proposed facilities; and, any required resolution, motion or similar action has been duly adopted or passed as an official act of the Subgrantee's governing body; that proper authorization exists for the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subgrantee to act in connection with the application and to provide such additional information as may be required, and, upon ARC approval of its application, that the person identified as the official representative of the Subgrantee is authorized to execute an agreement incorporating the terms of its application.
- ii. It understands that the phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.
- iii. It will comply with Title VI of the Civil Right Act of 1964 (P.L. 88-352 and 42 USC 2000d) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of age, handicap, religion, creed or belief, political affiliation, sex, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any project or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. The Subgrantee shall take affirmative action to ensure that qualified applicants are employed and qualified subcontractors are selected, and that qualified employees are treated during employment, without regard to their age, handicap, religion, creed or belief, political

affiliation, race, color, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship, and participation in recreational and educational activities.

The Subgrantee shall in all solicitations or advertisements for subcontractors or employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall not discriminate against any qualified client or recipient of services provided through this agreement on the basis of age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall cause foregoing provisions to be included in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.

The Subgrantee shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as ARC or the Concerned Funding Agencies may require.

The Subgrantee agrees to comply with such rules, regulations or guidelines as ARC or the Concerned Funding Agencies may issue to implement the requirements of this paragraph.

- iv. It will comply with applicable requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted projects.
- v. It will comply with the applicable provisions of the Hatch Act which limits the political activity of employees.
- vi. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- vii. It will cooperate with ARC in assisting the Concerned Funding Agencies in this compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting, through ARC, with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying, through ARC, the Concerned Funding Agencies of the existence of any such properties, and by (b) complying with all

requirements established by ARC or the Concerned Funding Agencies to avoid or mitigate adverse effects upon such properties.

- viii. For agreements not involving federal financial assistance for construction, it will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Concerned Funding Agencies, through ARC, of the receipt of any communication from the Director of the EPA Office of Federal Activities indicting that a facility to be used in the project is under consideration for listing by EPA.
- ix. It will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
- x. The Subgrantee agrees that throughout the performance of this contract it will remain in full compliance with all federal and state immigration laws, including but not limited to provisions 8 USC 1324a and O.C.G.A. § 13-10-91 regarding the unlawful employment of unauthorized aliens and verification of lawful presence in the United States. Thereunder, Subgrantee will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this contract or any subcontract hereunder.
- xi. The Subgrantee agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

The Subgrantee further agrees to include the provisions contained in the forgoing paragraph in each subcontract for services hereunder.

The Subgrantee shall not retaliate or take any adverse action against any employee or any subcontractor for reporting, or attempting to report a violation(s) regarding applicable immigration laws.

- b. For agreements involving either full or partial federal financial assistance for construction projects(s):
 - i. It will comply with the provisions of Executive Order 11296, relating to evaluation of flood hazards, and Executive Order 11288, relating to the prevention, control, and abatement of water pollution.
 - ii. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to and Usable by, the Physically Handicapped," Number A117 1-1961, as modified (41 CFR 101 - 17.703).

The Subgrantee will be responsible for conducting inspections to ensure compliance by the Subgrantee with these specifications.

- c. For agreements exceeding \$100,000.00 in federal financial assistance:
 - i. It will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

29. Certifications.

- a. Prohibition Against Use of Funds to Influence Legislation (Lobbying). No part of any funds under this agreement shall be used to pay the salary or expenses of any Subgrantee, or agent acting for the Subgrantee, to engage in any activity designed to influence legislation or appropriations pending before the Congress as stated in 49 CFR 20.
 - b. Debarment and Suspension. The Subgrantee agrees to comply with the nonprocurement debarment and suspension rules in 49 CFR 29.
 - c. Drug-Free Workplace. The Subgrantee agrees and certifies that it will comply with the requirements for a Drug-Free Workplace, as described in Section 50-24-3 of the Official Code of Georgia, including passing through this requirement to lower tier Subgrantees.
 - d. The Subgrantee agrees and hereby certifies that it will comply with the Georgia Security and Immigration Compliance requirements of O.C.G.A. § 13-10-91.
30. Other Requirements. In addition to other requirements of this agreement, the Subgrantee agrees to comply with, and shall be bound by, the applicable terms and conditions of all state and federal laws or regulations governing and defining resources, project administration, allowable costs and associated procurement standards, and the ARC Disadvantaged Business Enterprise Plan (in compliance with 49 CFR Part 26), as appropriate. In addition, the Subgrantee further agrees to comply with the DBE Utilization Plan submitted to ARC as part of its proposal. All such documents are hereby made part of this agreement fully as if the same were attached hereto.

The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The Subgrantee shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT assisted agreements. Failure by the Subgrantee to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

The Subgrantee agrees to pay each subcontractor under this prime agreement for satisfactory performance of its agreement no later than ten business days from the receipt of each

payment that said prime Subgrantee receives from ARC. The prime Subgrantee agrees further to return retainage payments to each subcontractor within ten business days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of ARC. This clause applies to both Disadvantaged Business Enterprises and non-Disadvantaged Business Enterprises.

31. Termination for Mutual Convenience. ARC or the Subgrantee may terminate this agreement in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall, through formal written amendment, agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Subgrantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. ARC shall evaluate each noncancelable obligation to determine its eligibility for inclusion in project costs. Settlement will be made in accordance with the terms and conditions of this agreement. ARC shall allow full credit to the Subgrantee for the ARC share of the non-cancelable obligations, properly incurred by the Subgrantee prior to termination.
32. Termination for Convenience. ARC may terminate this agreement, in whole or in part, at any time by giving written notice to the Subgrantee of such termination and specifying the effective date thereof, at least fifteen days before the effective date of such termination. In that event, all information and material produced or collected under this agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its property. If this agreement is terminated by ARC as provided in this paragraph, the Subgrantee will be reimbursed for the otherwise allowable actual expenses incurred by the Subgrantee up to and including the effective date of such termination, as authorized in Attachment "B." The Subgrantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. ARC shall evaluate each noncancelable obligation to determine its eligibility for inclusion in project costs.
33. Termination of the Agreement for Cause. If the Subgrantee, due to its action or failure to act, shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if the Subgrantee has or shall violate any of the covenants, agreements, representations or stipulations of this agreement, ARC shall thereupon have the right to terminate this agreement by giving written notice to the Subgrantee of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all information and materials collected or produced under this agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its property. The Subgrantee shall be entitled to receive just and equitable compensation for any satisfactory work completed under the Scope of Service up to and including the effective date of termination as authorized in Attachment "B." Notwithstanding the foregoing to the extent provided by law, the Subgrantee shall not be relieved of liability to ARC for damages sustained by ARC by virtue of any breach of this agreement by the Subgrantee and ARC may withhold any payments to the Subgrantee for the purpose of set-

off for damages caused by the Subgrantee's breach, until such time as the exact amount of damages to ARC from the Subgrantee is determined.

34. Termination Due to Non-Availability of Funds. Notwithstanding any other provision of this agreement, in the event that any of the funds for carrying out the functions to which this agreement relates do not become available, then, upon written notice to the Subgrantee, this agreement may be immediately terminated without further obligation of ARC.
35. Suspension Due to Non-Availability of Funds. The Concerned Funding Agencies have the right to suspend financial assistance for this project. Consequently, ARC reserves the same right regarding this agreement. Such suspension would cause the withholding of further payments and/or prohibiting the Subgrantee from incurring additional obligations during the suspension period. However, unless notified in writing to the contrary, such suspension would not invalidate obligations otherwise properly incurred by the Subgrantee prior to the date of suspension to the extent that they are noncancelable.
36. Disputes and Appeals Any dispute concerning a question of fact arising either from a Subgrantee or subgrant selection decision, or under a Subgrantee or subgrant contract, once executed, shall be decided by the cognizant Center Director who, after advisory consultation with all appropriate ARC officials (e.g., Director of Business Services, General Counsel, etc.), shall promptly reduce such decision concerning the question of fact to writing and mail, or otherwise furnish a copy thereof, to the disputing party (i.e., as appropriate, either: the unsuccessful proposer; or the Subgrantee or subgrantee). The Center Director shall concurrently fully advise the disputing party, in writing, of the provisions outlined herein below concerning the disputing party's right to appeal the decision to the ARC Executive Director. A copy of all such documents shall also be furnished to the Director of Business Services.

The decision of the Center Director shall be final and conclusive unless, within ten (10) calendar days of receipt of such written decision, the disputing party mails or otherwise furnishes a written appeal concerning the question of fact to the ARC Executive Director, who shall arrange a formal hearing within twenty (20) calendar days after receipt of such appeal. Both the appealing party and the cognizant Center Director shall be notified no less than five (5) calendar days in advance of the hearing and shall have the right to present witnesses and give evidence concerning the question of fact at such time. Within twenty (20) calendar days after the hearing, the Executive Director shall make a decision concerning the question of fact in writing to the appealing party and to the cognizant Center Director. A copy of the decision shall also be furnished to the Director of Business Services.

The decision of the Executive Director concerning the question of fact shall be final and conclusive unless determined by the cognizant grantor agency or agencies, or the Comptroller General of the United States, or a court of competent jurisdiction to have been arbitrary, capricious, an abuse of discretion or otherwise not in accordance with the law.

Pending final decision of an appeal to the Executive Director under a Subgrantee or

subgrant contract already executed, the Subgrantee or subgrantee shall proceed diligently with the performance of the contract and in accordance with the cognizant Center Director's decision.

Nothing in the foregoing shall be construed as making final the decisions of the cognizant Center Director or the Executive Director as such decision relate to question of law.

37. Applicable Law. This agreement shall be deemed to have been executed and performed in the State of Georgia. All questions of interpretation and construction shall be construed by the laws of Georgia.

IN WITNESS WHEREOF, the Subgrantee and ARC have executed this agreement as of the day first above written.

ATTEST:

Coty Davis

CITY OF ALPHARETTA

By: [Signature]

Title: Mayor

ATTEST:

[Signature]
ARC Assistant Secretary

ATLANTA REGIONAL COMMISSION

By: [Signature]
Executive Director

By: [Signature]
Chair

ATTACHMENT A

Scope of Work

I. General: The work to be accomplished is in support of the following Atlanta Regional Commission (ARC) subelement:

702 CAS - Livable Centers Initiative Investment Policy Studies (LCI)

II. Area covered: All the necessary services provided in this subgrant contract will support the study of LCI-related programs and projects within the North Point LCI area.

III. Goal: The Atlanta Metropolitan Transportation Planning Area is included in a non-attainment area for ozone under the Clean Air Act Amendments of 1990. Because of this designation, the region must look toward better development practices that support increased use of transportation modes other than single occupant vehicles (SOV) to help reduce emissions and meet air quality requirements. The LCI Program seeks to increase the use of alternatives to driving alone by developing transportation projects and other programs to improve accessibility, expand mixed-uses, utilize transit and support further development in the study area. Evaluation of the existing structure and development of likely scenarios should produce recommendations for future investment that support ARC's Livable Centers Initiative Program.

IV. Work Tasks:

The City of Alpharetta will prepare an update to the North Point LCI study focusing on the North Point Parkway corridor. The purpose of this update is to keep the LCI plan relevant and produce new recommendations for implementation. The overall intent of the LCI plan should not change and updated goals, policies and action strategies must remain consistent with the LCI program goals.

The City of Alpharetta and ARC anticipate the following outcomes from the study to be:

- A tool to inform current and future stakeholders about the City of Alpharetta's vision and goals for North Point Parkway area.
- Assist the City of Alpharetta in identifying and prioritizing public investment initiatives in the LCI Area;
- Provide information about obstacles to LCI implementation whether regulatory or conditional.
- Assist with strategy and policy development;
- Assist developers in gaining an understanding of the type, scale, design and location of desired development;
- Establish a development framework for site-specific redevelopment opportunities;
- Establish a basis for land use and zoning policies reflecting the vision

The work to be accomplished under this contract is divided into the following tasks:

Task 1 – Existing Plan Assessment

The sponsor will conduct a thorough review and assessment of the existing LCI plan any subsequent updates, and other area plans that impact the study area. The focus of the assessment will include, at a minimum, the following:

- Review the most recent LCI 5-year action plan and identify the status of each item listed (use ARC template)
- Review the recommendations and proposals of all other non-LCI plans and each item's status or relevancy
- Review existing plans' proposals for future land uses, development, zoning, transportation and public facilities and compare to conditions "on the ground" today.
- Conduct additional technical analysis on targeted subareas that have changed significantly since the last plan update, may include traffic analysis, walkability assessment,
- Identify issues in reaching full LCI plan consistency with local development regulations and other obstacles to plan implementation.

Task 2 – Market Analysis

Prepare a market or fiscal feasibility analysis that supports the plan recommendations and ensures the proposed plan is realistic.

The focus of the assessment will include, at a minimum, the following:

- Level of market opportunity and depth by land use and product type (i.e. how much and what type of retail is needed, overbuilt, etc.)
- Demand and feasibility assessment for retail, office, and industrial within the LCI area and assessment of competing retail, office, and industrial districts to the LCI area.
- Identify best practice(s) and/or new development incentives or financing mechanisms for including public and private sources of funding for workforce and affordable housing.
- To quantify future demand for the market segments listed above over a defined time horizon (five to ten years) in terms of nonresidential square footage and number of housing units by housing type.
- Develop customer profiles, the customer profile information should include detailed demographics, lifestyle segmentation data, actual customer spending habits, and any other pertinent information.
- An analysis of the trade areas should be completed to identify new potential customers and additional market sales potential derived from the customer profile data and actual market supply and demand data.

Task 3 – Public Input

The goal of this task is to develop a local planning outreach process that promotes the involvement of all stakeholders in the study area, with efforts and accommodations made to include low to moderate income, minority, and elderly or disabled citizens. The Subgrantee will identify all stakeholders and facilitate their involvement in the study process. These tasks will be documented through meeting notices, meeting summaries and other written communications.

Responses and acknowledgement of public comments will be addressed in the study reports. The public involvement process shall, at a minimum, include the following components:

- *Project Management Team*

The Subgrantee shall establish a Project Management Team that includes a representative from the Subgrantee, the consultant, and ARC. This team shall meet or hold a conference call monthly to discuss the study progress and advise on public involvement and other planning process issues.

- *Core Team*

A core team shall be established that includes the members of the Project Management Team along with a representative from key stakeholder groups in the study area. The Core Team must include representatives from relevant state, regional and local government departments responsible for land use planning, transportation and housing (including applicable housing authorities/agencies). Representatives from non-profit organizations that provide services in the study area should also be included on the Core Team.

This team shall, at a minimum, meet prior to each of the general public meetings (not necessarily on the same day) described below. The key responsibility of the Core Team is to review and comment on materials to be presented at public meetings, help advertise meetings, and distribute information to the larger community.

- *General Public Meetings*

During the study process, the Subgrantee shall make a reasonable effort to involve all stakeholders in the study area, including property owners, residents, business owners and employers/employees. The public involvement process should include a variety of methods, times, and techniques to reach the broadest range of stakeholders possible (i.e. workshops, charrettes, forums, surveys, open houses, etc). The Project Team and Core Team must be notified of all meetings taking place.

A minimum of **three (3) General Public Meetings**, in a format determined by the project team, following topics/milestones should be covered by the public meetings (at a minimum):

- Provide overview of study process, the goals of the study, key dates, and opportunities for public input.
- Solicit opinions on goals and objectives of the study, and needs, strengths, weaknesses, opportunities and threats in the study area.
- Review preliminary findings, present draft plan and gather comments.
- Seek approval for final plan documents.

- *Final Plan Review and Transportation Coordination Meeting*

A transportation project coordination meeting, and final plan review by ARC, is required to be conducted prior to finalizing the LCI plan recommendations. A single combined meeting can be held in lieu of two separate meetings if feasible. To ensure the transportation projects are feasible, the coordination meeting should include all affected organizations (such as

GDOT, MARTA, City Public Works, etc.) to discuss potential projects prior to the transportation improvement list being finalized.

Task 4 – Updated Concept Plan

Review the existing plan and update the goals, policies and action strategies based on the findings of Task 1, 2, and 3 along with changing conditions/priorities in the community. Prepare a detailed development concept plan. At a minimum, this study will assess and update the subject area's current land use patterns, environmental constraints, transportation patterns and urban design elements, including pedestrian, bicycle and transit access; access to jobs, retail and neighborhood services; diversity of dwelling types; placemaking; and design for healthy living and social interaction. This analysis should be coordinated with other completed studies, programs, developments and organizations. At a minimum, this study will evaluate and address the following information:

1. Existing conditions, land uses, zoning, transportation facilities, previously completed plans and studies, permitted developments and projects in the pipeline.
2. Development concept plan, land use and policy proposals that address:
 - a) Efficiency/feasibility and mix of land uses appropriate for future growth including new and/or revised land use regulations needed to complete the development program.
 - b) Mixed-income housing, job/housing match and social issues
3. Transportation assessment and recommendations which include:
 - a) Transportation demand reduction measures.
 - b) Internal mobility improvements including traffic calming, pedestrian and bicycle circulation, transit access, and safety and security of all modes.
 - c) Continuity of local streets in study area and extension of the street grid.
4. Implementation strategy that has the support of the community and public and private stakeholders, and addresses community organization, management, promotion, and economic restructuring to ensure implementation.

Task 5 – Prepare Project Deliverables

The goal of this task is to compile the results of the overall work effort, the study process, relevant findings, and recommendations into a final study/plan document. The final study document shall include the following (not necessarily in this order):

- **Summaries of the plan development process:**
 - a) A description of the study process and methodology, data gathering techniques and findings, and general outcomes.
 - b) A description of the public participation process used to achieve a community-supported program of improvements.

- **Existing conditions summary, including:**
 - a) Maps, concept illustrations, and other graphic representations to support the plan including (but not limited to): the study area, existing land use, future land use, existing transportation facilities, and proposed transportation improvements.
 - b) Existing and projected population and employment data, including the following:
 - c) Number of existing and anticipated housing units and population
 - d) Distribution of proposed housing units by type
 - e) Number of existing and anticipated jobs
 - f) Square feet of future non-residential development
 - g) Identify locations of stream buffers, floodplains, and potential stormwater management issues

- **Market/Fiscal Feasibility Analysis:**
 Include a summary of the market study findings in the planning document and executive summaries, and provide the full market/fiscal feasibility report as an appendix.

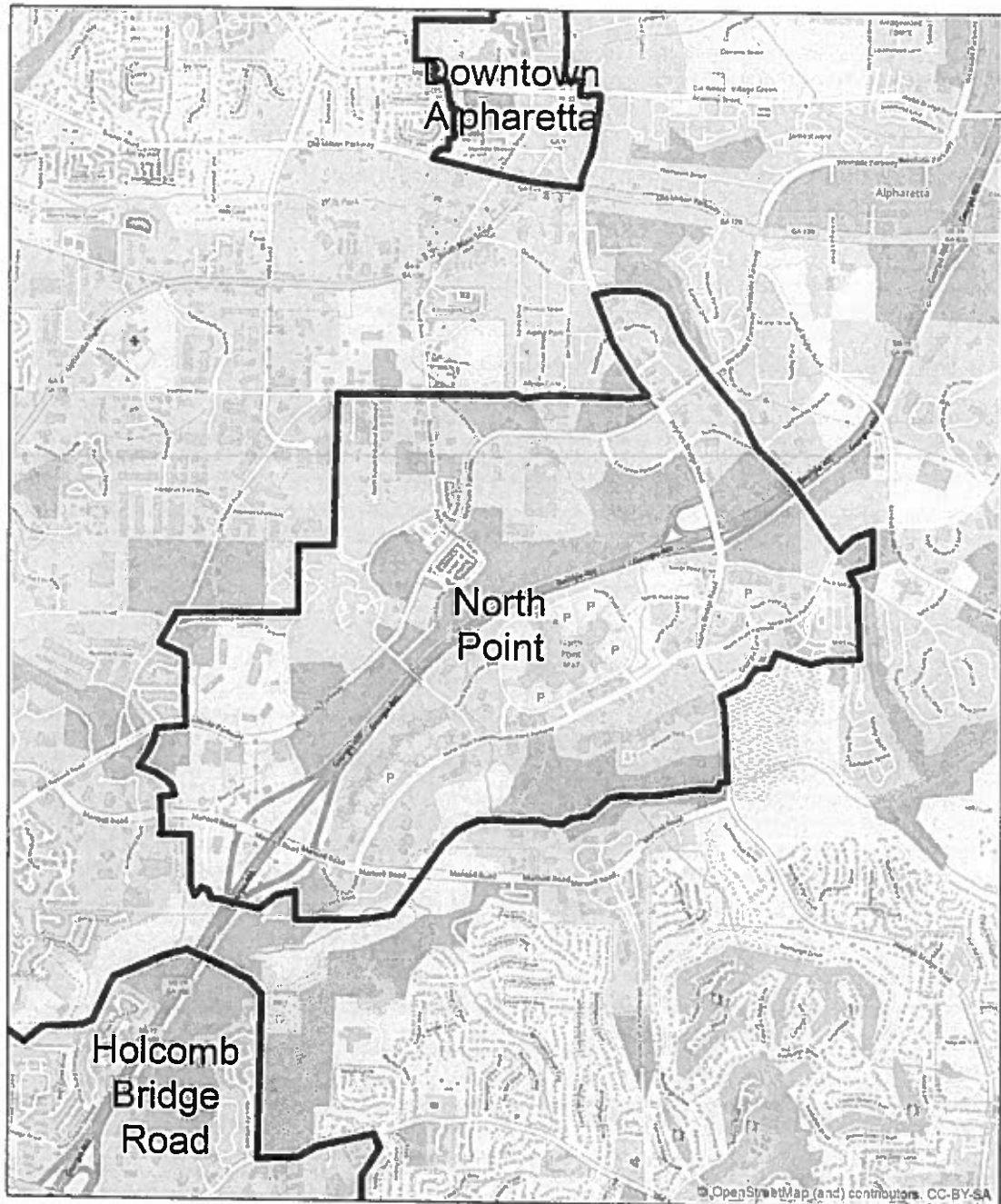
- **Implementation Strategy:**
 - a) Describe the organizational structure and process that will be used to ensure the action plan items are implemented. Focus should be given to collaboration opportunities with other organizations and strategies to ensure continued support from local elected officials, citizens and businesses.
 - b) A 100-day Action plan shall be developed to include no-cost or very low-cost actions and organizational steps needed to keep momentum going and the stakeholders involved and sharing responsibility for the plan's success.
 - c) An evaluation process used to monitor plan implementation and update the action plan every five years (or more often if need), should be identified.

- **Five-year Implementation Plan (aka Schedule of Actions):** Using the "5 Year Implementation Plan" template provided by ARC, create a list of all actions and projects that are planned in the study area to implement the study goals, programs, and projects. Schedules should include estimated start date, completion date, cost estimate and responsible party. This short term implementation plan should include specific actions that implement the LCI plan, including, but not limited to:
 - a) A prioritized description of transportation improvement projects (local, state and federal) that will support the study area goals;
 - b) Description of housing strategies, particularly for affordable and mixed income housing developments, that support a job-housing match, aging in place, and efficient utilization of transportation facilities in the study area; and,
 - c) A description of the changes necessary within the comprehensive plan, zoning ordinance, development regulations or other locally adopted plans or policies to support the concept plan, including a committed schedule for adopting such changes.

- **Format of Final Deliverables:**

- One (1) printed copy of the complete final report and appendices (8.5"x11")
- PDF file of Final Report and all appendices
- The 5-Year Implementation Plan in Excel using the ARC template.
- All electronic files in their original formats (e.g. MS Word, Excel, InDesign, etc.) with supporting graphics and GIS shape files.

EXHIBIT A-1
North Point LCI Study Area



0 0.25 0.5 1 Miles



ATTACHMENT B

Compensation and Method of Payment

I. Compensation: The total cost of the Project (as described in "Attachment A") is \$125,000. ARC's compensation to the Subgrantee will not exceed 80 percent of the actual costs incurred. However, in no event will the total compensation and reimbursement, if any, to be paid to the Subgrantee under this contract exceed the sum of \$100,000. All costs in excess of \$100,000 are to be paid by the Subgrantee.

A breakdown of this compensation is shown in Exhibit B-1, "Budget Estimate", which is attached to and made part of this contract for financial reporting, monitoring and audit purposes.

II. Method of Payment: The following method of payment replaces that specified in the main body of the contract.

A. Progress Payments: The Subgrantee shall be entitled to receive progress payments on the following basis. As of the last day of each month during the existence of this contract, the Subgrantee shall prepare an invoice for payment documenting work completed and costs incurred during the invoice period. This invoice shall be submitted to ARC along with the monthly report by the 10th of the following month. Any work for which reimbursement is requested may be disallowed at ARC's discretion if not properly documented, as determined by ARC, in the required monthly narrative progress report.

Upon the basis of its audit and review of such invoice and its review and approval of the monthly reports called for in the paragraph concerning "Reports" in the main body of the contract, ARC will, at the request of the Subgrantee, make payments to the Subgrantee as the work progresses but not more often than once a month. Invoices shall reflect 100% of the allowable actual costs incurred, be numbered consecutively and submitted each month until the project is completed. Reimbursement payments from ARC shall be at 80% of the approved invoiced costs.

Subgrantee's monthly invoices and monthly narrative progress reports are to be submitted to the ARC Executive Director or his authorized agent and must be received by him not later than the 10th day of the following month. ARC may, at its discretion, disallow payment of all or part of an invoice received after this deadline.

B. Final Payment: Final payment shall only be made upon determination by ARC that all requirements hereunder have been completed. Upon such determination and upon submittal of a final invoice, ARC shall pay all compensation due to the Subgrantee, less the total of all previous progress payments made.

Subgrantee's final invoice and summary document (as described in "Attachment A, Task 5 – Prepare Project Deliverables") must be received by ARC no later than ten days after the project completion date specified in Paragraph 3 of the contract. ARC may, at its discretion, disallow payment of all or part of a final invoice received after this deadline.

III. Completion of Project: It is agreed that in no event will the maximum compensation and reimbursement, if any, to be paid to the Subgrantee under this contract exceed \$100,000 and that the Subgrantee expressly agrees that he shall do, perform and carry out in a satisfactory and proper manner, as determined by ARC, all of the work and services described in Attachment A.

IV. Access to Records: The Subgrantee agrees that ARC, the Concerned Funding Agency or Agencies and, if appropriate, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Subgrantee which are directly pertinent to the project for the purpose of making audit, examination, excerpts and transcriptions.

The Subgrantee agrees that failure to carry out the requirements set forth above shall constitute a breach of contract and may result in termination of this agreement by ARC or such remedy as ARC deems appropriate.

EXHIBIT B-1

Budget Estimate

Task 1 – Existing Plan Assessment	\$ 30,000
Task 2 – Market Analysis	\$ 25,000
Task 3 – Public Input	\$ 20,000
Task 4 – Updated Concept Plan	\$ 35,000
Task 5 – Prepare Project Deliverables	<u>\$ 15,000</u>
Total Cost	\$125,000
ARC Share (80%)	\$100,000
Local Share (20%)	\$ 25,000

* Note: The estimates listed above are preliminary and actual costs by task may vary so long as the total contract value does not increase. Any change to the budget estimates shown above must be requested in writing and approved by ARC's Cognizant Center Director.



May 22, 2017

Kathi Cook
City of Alpharetta
217 Roswell Street
Alpharetta, GA 30009

Re: North Point LCI Master Plan Update

Dear Ms. Cook:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this letter agreement (the “Agreement”) to the City of Alpharetta (“Client”) to develop the North Point LCI Master Plan Update. This task order is pursuant to the On-Call Planning Services Contract between the City of Alpharetta and Kimley-Horn Associates, Inc. dated January 5, 2017.

Project Understanding

In 2007, the City of Alpharetta developed the North Point Livable Centers Initiative (LCI) to identify transportation and walkability improvements that would enhance the area and identify land use initiatives that would enliven and keep the activity center viable and competitive. The purpose of this 2017 plan update is to keep the LCI relevant and produce new, updated recommendations for implementation. The intent of the plan update is to provide a review and recalibration of area goals, policies, and action strategies to build upon the original plan and remain consistent with LCI goals.

The following outcomes are anticipated from the plan update:

- A tool to inform current and future stakeholders about the City’s vision and goals for the area
- Assist in identifying and prioritizing public investment initiatives in the area
- Provide an assessment of obstacles to LCI implementations, both regulatory and conditional
- Assist with strategy and policy development to enhance the area
- Assist developers in gaining an understanding of the type, scale, design and location of desired development
- Establish a basis for land use and zoning policy enhancements reflecting the plan vision

Scope of Services

Kimley-Horn will provide the services specifically set forth below at the discretion and direction of the Director of Community Development.

Task 1- Existing Plan Assessment

The process will begin with a **kick-off meeting with the Project Management Team (PMT)**. The PMT will be comprised of representatives from the City, Consulting Team and ARC. The kick-off meeting will include review of the most recent LCI 5-year action plan, activities in and around the area since the original plan and last update, a discussion of plan goals and objectives, and review of the project schedule and communication protocols. The team will also participate in a briefing before City Council to announce the study if the PMT Kick-off Meeting and City Council Meeting can be scheduled in the same afternoon/evening.

Following the kick-off meeting, the consulting team will review the original LCI Plan and 5-year update, other relevant planning documents including the City's recently updated Comprehensive Plan, and any other area land use, transportation, or market studies; review recent development proposals and activity; and conduct a review of existing conditions including area land use, transportation, and market fundamentals.

Under separate contract with the City of Alpharetta, Revel consulting will review the original goals and objectives for the area and review current land use and zoning requirement impacts. Revel will also examine implementation of the original plan objectives in light of current ownership and tenant requirements and research property ownership within priority study area. The Kimley-Horn team will review this information with Revel and City Staff and identify challenges, issues, and redevelopment obstacles that have prevented or dissuaded realization of LCI Plan goals and objectives.

The consulting team will review existing plan assessment findings with the PMT and assist the City in identifying members for the Core Team of area representatives. An overview of the assessment will be presented to and discussed with the **Core Team** and then prepared for communication to area stakeholders and the public.

Upon completion of the Existing Plan Assessment Summary, the consulting team will facilitate a **public workshop** to help update the plan's vision, goals, and objectives. Public Workshop #1 will include a presentation of the planning process and existing plan assessment and include a variety of interactive exercises to engage area leaders, landowners, businesses, employees and stakeholders in refining the vision for the future of the North Point area. Workshop materials will be reproduced in electronic format for posting to a City-managed website following the public meeting.

Task 1 Meetings:

- Kick-off Meeting with PMT
- Core Team Meeting #1
- Public Meeting #1

Task 1 Milestones/Deliverables:

- Existing Plan Assessment Summary

Task 2- Market Analysis

Following the existing plan assessment and concurrent with the first Core Team Meeting and Public Workshop #1, the consulting team will conduct a **market analysis of the North Point area**. The market analysis will identify an appropriate North Point trade area. Within the trade area, the team will review demographic information and trends, customer profiles, and the level of market opportunity by land use and product type. The analysis will include an assessment of competing retail, office, and employment districts; a projection of retail, office, and employment feasibility over the next 5 and 10 years; and estimate housing potential by residential type.

A **summary presentation** of the market analysis will be developed, reviewed with the PMT, and prepared to help inform plan participants during Tasks 3 and 4.

As a complement to the market analysis, the team will identify new development best practices and incentives/financing mechanisms for workforce housing, affordability, and walkable, mixed-use development.

Task 2 Meetings:

- Market analysis review with PMT

Task 2 Milestones/Deliverables:

- Market Summary Document

Task 3- Plan Development

Plan development will begin with the facilitation of an **area assessment** of the North Point area by Jeff Speck in collaboration with Kimley-Horn. The assessment will specifically focus on obstacles and opportunities to enhance connectivity, walkability, and placemaking in the North Point Parkway corridor and address the potential to integrate future residential uses and types in the North Point District.

As part of or closely following the area assessment, the consulting team will facilitate **Core Team Meeting #2**. The Meeting will include a review of findings and a discussion of opportunities to enhance the North Point Area. The team will also facilitate **Public Workshop #2** to engage area stakeholders in developing concepts and initiatives to enhance the area.

Based on the input analysis completed to date, an **examination of best practices** in other, similar locations, and feedback from plan participants the team will develop preliminary concepts related to land use, housing, jobs/housing match, transportation, walkability, and placemaking. The Team will also develop a preliminary list of improvement projects and initiatives for review with the PMT and the Core Team at **Core Team Meeting #3**.

With input from the PMT and Core Team, the consulting team will review **preliminary concepts and project lists** and prepare them for property owner and community member outreach and input.

Task 3 Meetings:

- Core Team Meeting #2
- Public Workshop #2
- Concept review meeting with PMT
- Core Team Meeting #3

Task 3 Milestones/Deliverables:

- Walkability/urban design assessment
- Examination of best practices
- Preliminary concepts and project lists

Task 4- Action Plan/Implementation

With feedback from the Core Team, the consulting team will develop a **Draft 5-year Action Plan**.

In collaboration with Revel, the team will assist in conducting up to **4 outreach meetings with major property owners** in the area to identify first steps and incentives that would better enable area property owners to reinvest or redevelop key properties in a manner consistent with plan goals and objectives. Under the guidance of Revel, the team will schedule meetings with appropriate ownership groups within the North Point Activity Center, gather input, and discuss plan or action item modifications with the City based on the opportunities and constraints for key sites and parcels.

The consulting team will facilitate **Public Workshop #3** to provide an opportunity for area stakeholders to help review and prioritize action items and implementation initiatives. Results from Workshop #3 will be reviewed with the PMT and at **Core Team Meeting #4**.

With the input of the Core Team, the consulting team will prepare a **summary of plan recommendations** and an outline for the draft document. Recommendations and summaries will provide the foundation for a plan review and transportation coordination meeting with ARC, with a focus on action and implementation items that may benefit from ARC input, assistance, or future funding.

The **draft document** will be provided to the PMT for review and comment. The draft document will include:

- Overview of existing conditions and the plan development process
- Market/fiscal feasibility analysis
- Updated concept plans
- Implementation strategy
- 5-Year Implementation Plan

The consulting team will make one round of revisions and present the Draft Document to City Council for review and adoption.

Task 4 Meetings:

- Action Plan review with PMT
- Major property owner outreach meetings
- Public Workshop #3
- Follow up meeting with PMT
- Core Team Meeting #4
- City Council review and adoption

Task 4 Milestones/Deliverables:

- Draft 5-Year Action Plan
- Summary of Plan Recommendations
- Draft Document
- Final Document and Deliverables

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

Schedule

The term of this task order shall be June 1, 2017 through March 30, 2018. We will provide our services as expeditiously as practicable.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1-4 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1 Existing Plan Assessment	\$ 23,330
Task 2 Market Analysis	\$ 29,850
Task 3 Plan Development	\$ 46,360
Task 4 Action Plan/Implementation	<u>\$ 26,640</u>
Total Lump Sum Fee	\$125,000

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

Closure

Except as otherwise set forth herein, our Agreement shall be subject to, and only to, the standard contract for professional services dated January 5, 2017 between Kimley-Horn and Associates, Inc. (Contractor) and the City of Alpharetta, Georgia (City).

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this task order letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

By: Robert A. Ross, P.E.
Vice President

Eric S. Bosman, AICP
Associate

CITY OF ALPHARETTA, GEORGIA
A Municipality

(Date)

(Print or Type Name and Title)

(Email Address)

_____, Witness

(Print or Type Name)

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: _____



City Council Meeting STAFF REPORT

Submitting Department: Public Works

Submitted By:

Meeting Date: August 21, 2017

I. AGENDA ITEM TITLE: PUBLIC SAFETY EXPANSION AND E-911 RENOVATION

II. RECOMMENDATION:

Please approve the construction of the Public Safety Expansion and reconfiguration of E-911 to Winter Construction in the amount of \$3,895,154.00, and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: \$3,895,154

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
PS HQ Expansion (Capital Fund; 30131150-541300-C1630)	\$2,459,446.00
PS HQ Expansion (DEA Fund; 21031110-541300-C1630)	\$600,000.00
PS HQ Expansion (E911 Fund; 21531800-541300-C1630)	\$484,308.00
PS HQ Expansion (Impact Fee Fund; 27031150-541300-C1630)	\$351,400.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
-	\$0.00
-	\$0.00
-	\$0.00
-	\$0.00

IV. REPORT IN BRIEF:

On March 7, 2016, the City hired Piper, O'Brien, and Herr Architects (POH) to design an expansion to the existing Public Safety Complex. On June 6, 2016, the City hired Winter Construction to perform pre-construction services as Construction Manager (CM) at Risk for the expansion. Pre-Construction services for a CM at Risk approach primarily consists of working closely with the entire team to monitor construction costs and identify potential construction challenges early in the design process.

The project scope expanded on March 20, 2017 to include expanding E-911. Over the course of several months POH and Winter worked with Public Safety to develop floor plans for the expansion of Public Safety as well as the reconfiguration of E-911. Winter Construction worked closely with POH and the City in preparing construction costs to keep the project within budget.

Outside of the expansion and E-911 renovation, many of the existing HVAC units will be replaced as part of the project. The City worked with POH to have the mechanical engineer, designing the HVAC system for the expansion, to design a new HVAC system for the entire building. Analysis of the entire system was necessary due to moving of walls, sizes of new office spaces, new duct work, and air return locations. The proposed system will run more efficiently and save monthly energy expenses. Timing is on the City's side since many of the existing HVAC units need to be replaced.

The construction area is tight and Winter developed a plan to minimize the loss of parking spaces. A key component of their plan is the 'truck staging area', marked in yellow on the staging attachment. This area is for trucks dropping off materials to be staged for a temporary time period. Winter has instructed their subs that deliveries need to be coordinated and occur in a timely manner. The site is not suited to house materials for long periods of time. Winter is well aware of such and will be required to work closely with their subs on a

delivery schedule.

Public Safety and Public Works has been working on avenues to assist the public during the construction phase. For example, a concrete pad will be installed near the Evidence Building to identify an area for access to the emergency phone and prescription drug drop-off area.

Throughout the design process Winter Construction has been providing the team cost estimates. Upon completion of the 50% Construction Plans, Winter provided the plans to their subs to price. Winter provided the City a guaranteed maximum price (GMP) of \$3,895,154.00 for the construction of the expansion of the Public Safety Building and the reconfiguration of E-911 based on the 50% Construction Plans. Based off Winter's working relationship with POH and their coordination with City Staff, Winter is confident of their GMP. Included in the GMP dollar amount is \$190,000 in owners contingency (currently in the General Conditions line item). This contingency is for unforeseen items and or add-ons that would be beneficial to the project.

Winter Construction's construction schedule is 6-months. A key component of completing the work within 6-months is the ability to work on both aspects (expansion and E-911) of the build at the same time. The records division is moving into the roll-call space to assist in expediting the completion of the E-911 area. Public Safety is working on establishing a procedure for individuals to obtain various records during construction.

Winter Construction is also very aware of maintaining E-911 up and running at all times. To accommodate such, E-911 will be worked on in phases. The area currently housing the C-3 will be converted into E-911 work stations. Once this area is completed, Winter will focus on renovating the current E-911 workstations. To help mitigate noise and disruption, Winter Construction plans to construct a wall between the two phases.

Construction is anticipated to start in October. Due to the minimal sight work and the lead time on steel and other structural components of the project, Winter does not want to start too soon and be waiting on materials. The construction schedule is quick, but efficient to save costs and minimize disruption for Public Safety Personnel.

V. ALTERNATIVES:

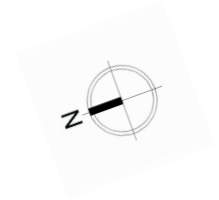
VI. ATTACHMENTS:

PS Floor Plan, Construction Staging Area, Cost Breakdown



FIRST FLOOR

15 AUG 2017

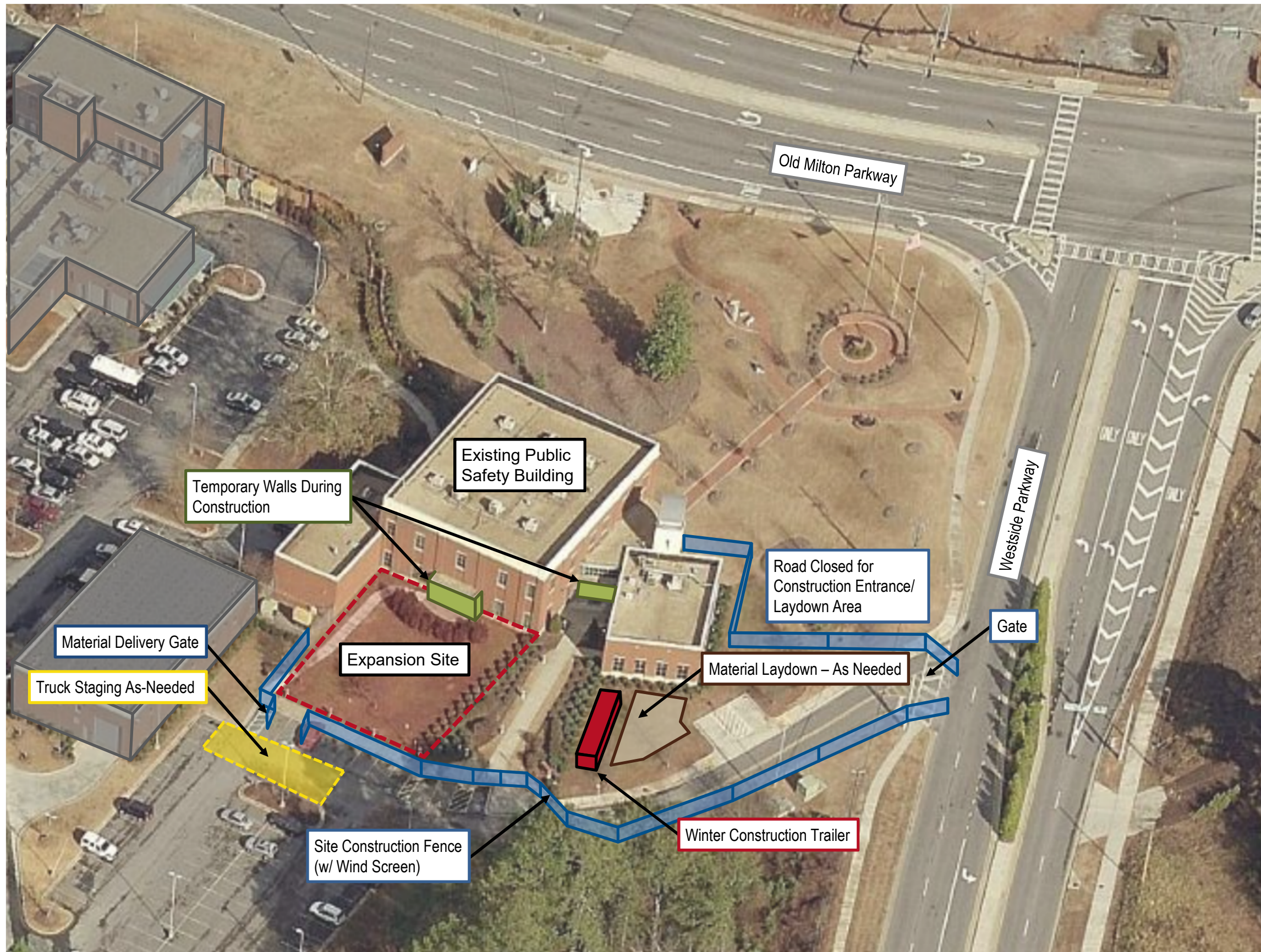


Department of Public Safety Addition - Alpharetta GA

Pieper O'Brien Herr Architects in association with Architects Design Group

SECOND FLOOR

15 AUG 2017



Logistics Notes

- Just-In-Time delivery of materials reduces necessary laydown and staging areas.
- Temporary walls can be constructed and moved as-needed to limit disturbance.
- Temporary sidewalk to main entrance to be constructed if necessary.



DESIGN DEVELOPMENT BUDGET SUMMARY

Project Name: Alpharetta Public Safety Facility Expansion
Estimate Number: 16-16029
Date: 8/15/2017

BID PACKAGE		SITE		BUILDING ADDITION		MAIN BUILDING RENOVATION AREA		911 WING RENOVATION		TOTAL COST					
		0.25 ACRE		7,368.00 SQFT		14,968.00 SQFT		3,000.00 SQFT							
01.01	GENERAL CONDITIONS & FEE	\$	40,982	\$ 163,926.38 /acre	\$	655,706	\$ 88.99 /sqft	\$	40,982	\$ 2.74 /sqft	\$	81,963	\$ 27.32 /sqft	\$	819,632
01.02	GENERAL REQUIREMENTS	\$	21,575	\$ 86,300.00 /acre	\$	39,000	\$ 5.29 /sqft	\$	1,050	\$ 0.07 /sqft	\$	2,100	\$ 0.70 /sqft	\$	63,725
02.00	SITEWORK - TURNKEY	\$	102,760	\$ 411,039.17 /acre	\$	-	\$ 0.00 /sqft	\$	-	\$ 0.00 /sqft	\$	-	\$ 0.00 /sqft	\$	102,760
02.01	DEMOLITION	\$	-	\$ 0.00 /acre	\$	19,717	\$ 2.68 /sqft	\$	12,629	\$ 0.84 /sqft	\$	19,638	\$ 6.55 /sqft	\$	51,985
02.04	ASPHALT	\$	-	\$ 0.00 /acre	\$	-	\$ 0.00 /sqft	\$	-	\$ 0.00 /sqft	\$	-	\$ 0.00 /sqft	\$	-
02.05	DRILLED PIERS/PILINGS	\$	-	\$ 0.00 /acre	\$	-	\$ 0.00 /sqft	\$	-	\$ 0.00 /sqft	\$	-	\$ 0.00 /sqft	\$	-
02.09	SITE CONCRETE	\$	22,196	\$ 88,784.44 /acre	\$	-	\$ 0.00 /sqft	\$	-	\$ 0.00 /sqft	\$	-	\$ 0.00 /sqft	\$	22,196
02.10	CURBS AND GUTTERS	\$	2,391	\$ 9,563.33 /acre	\$	-	\$ 0.00 /sqft	\$	-	\$ 0.00 /sqft	\$	-	\$ 0.00 /sqft	\$	2,391
02.11	UNIT PAVERS	\$	-	\$ 0.00 /acre	\$	-	\$ 0.00 /sqft	\$	-	\$ 0.00 /sqft	\$	-	\$ 0.00 /sqft	\$	-
02.12	FENCES AND GATES	\$	20,645	\$ 82,580.00 /acre	\$	-	\$ 0.00 /sqft	\$	-	\$ 0.00 /sqft	\$	-	\$ 0.00 /sqft	\$	20,645
02.15	LANDSCAPE AND IRRIGATION	\$	10,000	\$ 40,000.00 /acre	\$	-	\$ 0.00 /sqft	\$	-	\$ 0.00 /sqft	\$	-	\$ 0.00 /sqft	\$	10,000
02.17	SITE FURNISHINGS	\$	-	\$ 0.00 /acre	\$	-	\$ 0.00 /sqft	\$	-	\$ 0.00 /sqft	\$	-	\$ 0.00 /sqft	\$	-
03.00	CONCRETE TURNKEY	\$	-	\$ 0.00 /acre	\$	110,204	\$ 14.96 /sqft	\$	-	\$ 0.00 /sqft	\$	-	\$ 0.00 /sqft	\$	110,204
04.01	MASONRY	\$	-	\$ 0.00 /acre	\$	171,517	\$ 23.28 /sqft	\$	-	\$ 0.00 /sqft	\$	15,800	\$ 5.27 /sqft	\$	187,317
05.01	STEEL FABRICATION	\$	-	\$ 0.00 /acre	\$	308,603	\$ 41.88 /sqft	\$	-	\$ 0.00 /sqft	\$	5,500	\$ 1.83 /sqft	\$	314,103
05.50	ORNAMENTAL METAL	\$	-	\$ 0.00 /acre	\$	-	\$ 0.00 /sqft	\$	-	\$ 0.00 /sqft	\$	-	\$ 0.00 /sqft	\$	-
06.01	ARCHITECTURAL MILLWORK	\$	-	\$ 0.00 /acre	\$	28,780	\$ 3.91 /sqft	\$	-	\$ 0.00 /sqft	\$	1,500	\$ 0.50 /sqft	\$	30,280
06.06	ROUGH CARPENTRY	\$	-	\$ 0.00 /acre	\$	69,283	\$ 9.40 /sqft	\$	-	\$ 0.00 /sqft	\$	1,500	\$ 0.50 /sqft	\$	70,783
07.01	WATERPROOFING	\$	-	\$ 0.00 /acre	\$	39,928	\$ 5.42 /sqft	\$	-	\$ 0.00 /sqft	\$	2,000	\$ 0.67 /sqft	\$	41,928
07.02	INSULATION	\$	-	\$ 0.00 /acre	\$	5,371	\$ 0.73 /sqft	\$	-	\$ 0.00 /sqft	\$	-	\$ 0.00 /sqft	\$	5,371
07.03	ROOFING	\$	-	\$ 0.00 /acre	\$	114,225	\$ 15.50 /sqft	\$	150,000	\$ 10.02 /sqft	\$	-	\$ 0.00 /sqft	\$	264,225
07.05	METAL ROOF AND WALL PANELS	\$	-	\$ 0.00 /acre	\$	52,696	\$ 7.15 /sqft	\$	-	\$ 0.00 /sqft	\$	-	\$ 0.00 /sqft	\$	52,696
07.08	FIREPROOFING	\$	-	\$ 0.00 /acre	\$	18,420	\$ 2.50 /sqft	\$	-	\$ 0.00 /sqft	\$	-	\$ 0.00 /sqft	\$	18,420
08.00	DOORS, FRAMES, AND HARDWARE	\$	-	\$ 0.00 /acre	\$	51,640	\$ 7.01 /sqft	\$	11,200	\$ 0.75 /sqft	\$	4,200	\$ 1.40 /sqft	\$	67,040
08.10	OVERHEAD DOORS/COILING GRILLS	\$	-	\$ 0.00 /acre	\$	2,500	\$ 0.34 /sqft	\$	-	\$ 0.00 /sqft	\$	-	\$ 0.00 /sqft	\$	2,500
08.28	GLASS AND GLAZING	\$	-	\$ 0.00 /acre	\$	71,665	\$ 9.73 /sqft	\$	-	\$ 0.00 /sqft	\$	6,000	\$ 2.00 /sqft	\$	77,665
08.38	DOOR & HARDWARE INSTALLATION	\$	-	\$ 0.00 /acre	\$	6,125	\$ 0.83 /sqft	\$	1,050	\$ 0.07 /sqft	\$	525	\$ 0.18 /sqft	\$	7,700
09.01	PLASTER/STUCCO	\$	-	\$ 0.00 /acre	\$	-	\$ 0.00 /sqft	\$	-	\$ 0.00 /sqft	\$	-	\$ 0.00 /sqft	\$	-
09.02	DRYWALL	\$	-	\$ 0.00 /acre	\$	134,460	\$ 18.25 /sqft	\$	29,166	\$ 1.95 /sqft	\$	157,906	\$ 52.64 /sqft	\$	321,532
09.03	TILE & STONE	\$	-	\$ 0.00 /acre	\$	18,531	\$ 2.52 /sqft	\$	-	\$ 0.00 /sqft	\$	7,150	\$ 2.38 /sqft	\$	25,681
09.07	CARPET, VINYL FLOORING AND BASE	\$	-	\$ 0.00 /acre	\$	37,048	\$ 5.03 /sqft	\$	36,780	\$ 2.46 /sqft	\$	8,172	\$ 2.72 /sqft	\$	82,001
09.12	PAINTING	\$	-	\$ 0.00 /acre	\$	29,561	\$ 4.01 /sqft	\$	7,000	\$ 0.47 /sqft	\$	12,000	\$ 4.00 /sqft	\$	48,561
09.25	FINAL CLEANING	\$	-	\$ 0.00 /acre	\$	2,947	\$ 0.40 /sqft	\$	2,994	\$ 0.20 /sqft	\$	1,200	\$ 0.40 /sqft	\$	7,141
10.00	SPECIALTIES	\$	-	\$ 0.00 /acre	\$	-	\$ 0.00 /sqft	\$	-	\$ 0.00 /sqft	\$	-	\$ 0.00 /sqft	\$	-
10.03	TOILET PARTITIONS	\$	-	\$ 0.00 /acre	\$	-	\$ 0.00 /sqft	\$	-	\$ 0.00 /sqft	\$	-	\$ 0.00 /sqft	\$	-
10.05	WALL PROTECTION	\$	-	\$ 0.00 /acre	\$	1,600	\$ 0.22 /sqft	\$	-	\$ 0.00 /sqft	\$	-	\$ 0.00 /sqft	\$	1,600
10.07	FLAG POLES	\$	-	\$ 0.00 /acre	\$	-	\$ 0.00 /sqft	\$	-	\$ 0.00 /sqft	\$	-	\$ 0.00 /sqft	\$	-
10.08	INTERIOR & EXTERIOR SIGNAGE	\$	-	\$ 0.00 /acre	\$	13,050	\$ 1.77 /sqft	\$	3,000	\$ 0.20 /sqft	\$	600	\$ 0.20 /sqft	\$	16,650
10.09	LOCKERS	\$	-	\$ 0.00 /acre	\$	-	\$ 0.00 /sqft	\$	-	\$ 0.00 /sqft	\$	24,000	\$ 8.00 /sqft	\$	24,000
10.11	ALUMINUM COVERS AND AWNINGS	\$	-	\$ 0.00 /acre	\$	-	\$ 0.00 /sqft	\$	-	\$ 0.00 /sqft	\$	-	\$ 0.00 /sqft	\$	-

BID PACKAGE		SITE		BUILDING ADDITION		MAIN BUILDING RENOVATION AREA		911 WING RENOVATION		TOTAL COST	
10.17	TOILET ACCESSORIES	\$	-	\$ 0.00 /acre	\$ 7,310	\$ 0.99 /sqft	\$ -	\$ 0.00 /sqft	\$ -	\$ 0.00 /sqft	\$ 7,310
11.08	RESIDENTIAL APPLIANCES	\$	-	\$ 0.00 /acre	\$ 750	\$ 0.10 /sqft	\$ -	\$ 0.00 /sqft	\$ -	\$ 0.00 /sqft	\$ 750
11.10	ATHLETIC EQUIPMENT	\$	-	\$ 0.00 /acre	\$ -	\$ 0.00 /sqft	\$ -	\$ 0.00 /sqft	\$ -	\$ 0.00 /sqft	\$ -
11.32	OFCI EQUIPMENT	\$	-	\$ 0.00 /acre	\$ -	\$ 0.00 /sqft	\$ -	\$ 0.00 /sqft	\$ -	\$ 0.00 /sqft	\$ -
11.58	DETENTION EQUIPMENT	\$	-	\$ 0.00 /acre	\$ -	\$ 0.00 /sqft	\$ -	\$ 0.00 /sqft	\$ -	\$ 0.00 /sqft	\$ -
12.04	FLOOR MATS AND FRAMES	\$	-	\$ 0.00 /acre	\$ 1,360	\$ 0.18 /sqft	\$ -	\$ 0.00 /sqft	\$ -	\$ 0.00 /sqft	\$ 1,360
12.05	BLINDS AND SHADES	\$	-	\$ 0.00 /acre	\$ 2,070	\$ 0.28 /sqft	\$ -	\$ 0.00 /sqft	\$ 5,350	\$ 1.78 /sqft	\$ 7,420
12.06	FURNITURE	\$	-	\$ 0.00 /acre	\$ -	\$ 0.00 /sqft	\$ -	\$ 0.00 /sqft	\$ -	\$ 0.00 /sqft	\$ -
14.01	ELEVATORS	\$	-	\$ 0.00 /acre	\$ 342	\$ 0.05 /sqft	\$ 694	\$ 0.05 /sqft	\$ 164	\$ 0.05 /sqft	\$ 1,200
15.01	PLUMBING	\$	-	\$ 0.00 /acre	\$ 62,695	\$ 8.51 /sqft	\$ -	\$ 0.00 /sqft	\$ -	\$ 0.00 /sqft	\$ 62,695
15.02	HVAC	\$	-	\$ 0.00 /acre	\$ 168,277	\$ 22.84 /sqft	\$ 217,079	\$ 14.50 /sqft	\$ 69,161	\$ 23.05 /sqft	\$ 454,517
15.03	FIRE PROTECTION	\$	-	\$ 0.00 /acre	\$ 22,173	\$ 3.01 /sqft	\$ 6,741	\$ 0.45 /sqft	\$ 7,783	\$ 2.59 /sqft	\$ 36,698
16.01	ELECTRICAL	\$	750	\$ 3,000.00 /acre	\$ 404,741	\$ 54.93 /sqft	\$ 23,997	\$ 1.60 /sqft	\$ 22,986	\$ 7.66 /sqft	\$ 452,474
TOTAL CONSTRUCTION COST			221,298	885,193.34 /acre	2,672,294	362.69 /sqft	544,362	36.37 /sqft	457,200	152.40 /sqft	3,895,154

PRECONSTRUCTION COSTS	\$	1,000		\$	16,000		\$	1,000		\$	2,000		\$	20,000
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Cost per Acre	0.25 acres	\$ 885,193.34	--	--	--	--	--	--	--	
Cost per Gross Square foot			7,368.00 sqft	\$ 362.69	14,968.00 sqft	\$ 36.37	3,000.00 sqft	\$ 152.40		



City Council Meeting STAFF REPORT

Submitting Department: Recreation and Parks

Submitted By: Lisa Gurganus

Meeting Date: August 21, 2017

I. AGENDA ITEM TITLE: RFP 18-102 WEBB BRIDGE PARK ARTIFICIAL TURF REPLACEMENT PROJECT

II. RECOMMENDATION:

Please award RFP 18-102 Webb Bridge Park Artificial Turf Replacement Project to Sprinturf, LLC., in an amount not to exceed \$406,461.00 and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT
FY OPRT. BUDGET: NO

TOTAL PROJECT COST: \$406,461. AVAILABLE FUNDING FOR THIS PROJECT TOTALS \$600,000. RESIDUAL APPROPRIATIONS ABOVE A MINOR PROJECT CONTINGENCY WILL BE TRANSFERRED TO THE NON-ALLOCATED CAPITAL ACCOUNT.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Webb Bridge Park Synthetic Turf Replacement (30161150-541500-C0922)	\$406,461.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
-	\$0.00

IV. REPORT IN BRIEF:

The award of this RFP is for the removal and replacement of the artificial turf soccer field located at Webb Bridge Park and to make any sub-surface corrections prior to installing the new artificial turf. This project also includes the installation of netting and fencing around the perimeter of the field, installation of the City of Alpharetta and Ambush Soccer Club logos, and purchase of grooming equipment needed to maintain the field per the warranty/manufacturer's recommendations.

Staff with the departments of Recreation and Parks and Public Works worked with members of the Finance Department to develop the following scope of work for this project:

1. Demolition, removal, and proper off-site disposal of existing artificial turf field;
2. Sub-surface maintenance as necessary, including, but not limited to laser grading to ensure proper playing field and drainage;
3. Installation of new green (natural grass color) artificial turf;
4. Permanently inlaid, white soccer field markings using the field dimensions, approximately 72 yards x 105 yards. Contractor will work with staff to determine final dimensions for the lines;
5. An infill product that reduces heat and provides cooler playing surface temperatures;
6. Turf height between 2.25" and 2.50";
7. Turf that is resistant to bacterial and fungal growth;
8. Turf that is treated with a UV inhibitor;
9. Turf is low maintenance;
10. An extended warranty of at least 10 years;
11. Site clean-up once demolition and installation are complete; and
12. The timeframe for the work will be November 13, 2017 to January 26, 2018, with the field being available

for play January 27, 2018. (The final agreed-upon timeframe for the project will be November 17, 2017 to January 30, 2018, with the field being available for play January 31, 2018.).

Add alternate scope of work includes the following:

1. Fencing and netting: removal and off-site disposal of existing netting and fencing (excluding posts) that surround the field and installation of new #36 netting and new 6 gauge black vinyl-coated chain link fencing using existing posts around the perimeter of the field.
2. Ambush logo: install permanently inlaid logo for Ambush Soccer Club located in the center of the field at an approximate size of 12' x 15' or as the contractor deems appropriate for this size field.

On June 15, 2017, the City issued Request For Proposal # 18-102 for the project with a due date of July 13, 2017. Seven vendors responded and were evaluated by the evaluation team comprised of members of the Recreation and Parks Department. Three of the seven vendors were determined to be responsive to the RFP:

1. Fieldturf, Inc.
2. Sprinturf, LLC
3. Sports Turf Company, Inc.

Each vendor provided references for completed turf replacement/installations of similar scope and complexity within a 100 mile radius of the City of Alpharetta. Members of the evaluation team conducted reference checks and site visits the week of July 24, 2017. The evaluation team had the opportunity to review a variety of infill products, turf types and styles, and weights. The president of the Alpharetta Ambush Soccer Club participated in the site visits with the evaluation team. Although he was not an official voting member of the team, his input in this process was valuable.

On August 2, 2017, the evaluation team met to discuss their findings and score each vendor. The evaluation criteria for this project was as follows:

PHASE I

- * Comparable Experience and Project Team (30%)
- * Proposed Product (20%)
- * Approach to Project and Schedule Adherence (10%)
- * Cost Evaluation (25%)
- * Alpharetta Vendor Preference (3%)

PHASE II

- * Interview (12%)

The evaluation team unanimously scored Sprinturf as the most qualified vendor for this project. Additionally, Sprinturf provided the lowest overall cost submission. The evaluation team rankings are as follows on a scale of 1 to 5 (with 5 being highest):

1. Sprinturf, LLC (3.95)
2. Fieldturf, Inc. (3.66)
3. Sports Turf Company, Inc. (3.54)

On August 8, 2017, the evaluation team met with Sprinturf representatives to review their qualifications, products, and understanding of the project. After the interview with the vendor, staff unanimously decided the best product to install on this field, based on the type and amount of usage on the field, is the 2.50", 52 oz. combo MonoFilm / SplitFilm with cool play (ChillFill) technology (heat-reducing encapsulated rubber infill). The ChillFill product has been clinically tested to reduce the temperature on an artificial turf field by as much as 25 degrees.

In addition to providing a 10-year manufacturer's warranty on their product, Sprinturf's proposal includes a 3-year SprintCare synthetic turf maintenance program. This program includes 2 visits per year where Sprinturf representatives will clean and redistribute infill, brush and inspect the field, and conduct safety and depth testing to ensure our field receives the proper care it needs to provide the maximum safety to the users.

Members of the evaluation team are confident Sprinturf, LLC., has the experience and qualifications to meet the city's expectations to complete the project within the specified timeframe and recommends awarding the contract for this project to Sprinturf, LLC. Upon approval of the award of contract, staff will finalize the terms and conditions of the contract and issue a Notice to Proceed to Sprinturf, LLC.

Below is the cost breakdown for this project:

* \$304,865 (Base Proposal)

* \$51,547 (Add Alt for Fencing & Netting)

* \$7,749 (Add Alt for Ambush Logo)

* included (Add cool infill as specified)

\$364,161 (BASE PROJECT SUB-TOTAL)

* \$12,500 (Cost to increase face weight from 46 oz. to 52 oz)

* \$14,000 (Cost to add 1/2 lb. of ChillFill per square foot of turf for 2.50" fiber)

* \$9,800 (Cost to provide the SMG TCA 1400 grooming equipment)

* \$6,000 (Cost to add City logo not to exceed 20' x 10', black & white)

\$42,300 (PROJECT ADDITIONS)

\$406,461 - CONTRACT AWARD RECOMMENDATION

V. ALTERNATIVES:

VI. ATTACHMENTS:

Record of Receipt of RFP 18-102, Cost Proposal - Sprinturf LLC, RFP 18-102 Webb Bridge Park Artificial Turf Replacement, Webb Bridge Park Turf Field Logo Layout Rendering, TurfCare TCA1400 Groomer Cut Sheet



CITY OF ALPHARETTA RECORD OF RECEIPT of REQUEST for PROPOSALS

This record serves to acknowledge the receipt of proposals in response to a public offering by the City of Alpharetta. Information concerning the content of each proposal is not available for public viewing until the contract award is made by the City of Alpharetta Council.

RFP #: **18-102**

Due Date: **July 13, 2017**

RFP NAME: **Webb Bridge Park Artificial Turf Field Replacement**

Due Time: **10:00 AM**

	OFFEROR NAME (as noted on proposal package)	DATE RECEIVED	TIME RECEIVED	NOTATIONS
1	Fieldturf, Inc.	7/12/2017	10:58 AM	2 boxes
2	ACT Global Sports	7/13/2017	7:29 AM	2 boxes
3	Hellas Construcion, Inc	7/13/2017	7:29 AM	
4	NET Sports Group	7/13/2017	7:29 AM	
5	Sprinturf, LLC	7/13/2017	8:17 AM	
6	Shaw Contract Flooring Services, Inc., dba Shaw Sports Turf	7/13/2017	8:50 AM	
7	Sports Turf Company, Inc.	7/13/2017	9:07 AM	
8				
9				
10				
11				
12				
13				
14				
15				

SECTION 5: COST PROPOSAL

Provide cost for Base Project and for each Add Alternate as complete turn-key projects described in noted sections for each.

Base Cost for Scope of Work, Section 3.2.1	\$ 304,865.00
Fencing and Netting Add Alternate, Section 3.2.2	\$ 51,547.00
Ambush Logo Add Alternate, Section 3.2.3	\$ 7,749.00

Award will consider price, but price will not be the sole, determining factor.

Instructions for submitting Cost Proposal: One (1) Hard Original copy marked "Original" with original signatures shall be submitted in a separate, sealed opaque envelope within the sealed proposal package. See Section 3.0, #7 Cost Proposal and Proposal Price Certification for complete submittal directions.

Proposal Price Certification

In compliance with Section 3 Scope of Project/Specifications, the undersigned offers and agrees that if this Proposal is accepted by the City Council within one hundred twenty (120) days of the date of RFP Response (Proposal) Due Date/Time, that the undersigned will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

COMPANY Sprinturf, LLC

ADDRESS 550 Long Point Road, Suite 205, Mount Pleasant, SC 29464

AUTHORIZED SIGNATURE(S) 

PRINT / TYPE NAME(S) AND TITLE(S) Bruce Cheskin, Executive Vice President

CONTACT INFO: PHONE NUMBER (404) 456-9227

CONTACT INFO: E-MAIL ADDRESS bblastick@sprinturf.com

**CITY OF ALPHARETTA
REQUEST FOR PROPOSALS (RFP)
(THIS IS NOT AN ORDER)**



Finance Department
2 Park Plaza
Alpharetta, GA 30009
P: (678) 297-6052
F: (678) 297-6093
purchasing@alpharetta.ga.us

RFP TITLE:	WEBB BRIDGE PARK ARTIFICIAL TURF FIELD REPLACEMENT
RFP #:	18-102
RFP RESPONSE DUE DATE/TIME:	JULY 13, 2017; 10:00 AM
RFP ISSUE DATE:	JUNE 15, 2017
NUMBER OF PAGES:	43

SINGLE POINT OF CONTACT DURING PROCUREMENT PROCESS

PROCUREMENT AGENT:	<u>Debora Westbrook</u>
City of Alpharetta	Phone: 678-297-6052 FAX: 678-297-6093
Finance Department	Email: purchasing@alpharetta.ga.us
2 Park Plaza	Procurement Website: https://www.ebidexchange.com/alpharetta
Alpharetta, GA 30009	

INSTRUCTIONS TO SUBMIT A PROPOSAL:

1. CITY HALL NORMAL HOURS FOR DELIVERIES: MON-THURS 8:30 AM–5:00 PM; FRI 8:30 AM–4:30 PM
2. PROPOSAL PACKAGE MUST BE SEALED IN OPAQUE PACKAGING; NO FAXED OR EMAILED RESPONSES ACCEPTED
3. SUBMIT UNBOUND (3-RING BINDER OK) **ONE** PAPER ORIGINAL WITH ORIGINAL SIGNATURES;
FOUR PAPER COPIES OF ORIGINAL; AND **ONE** CD-ROM/FLASH DRIVE COPY OF ORIGINAL;
ONE COST PROPOSAL ORIGINAL IN SEPARATE SEALED ENVELOPE
4. NO PUBLIC OPENING WILL BE HELD FOR RFP RESPONSES

DELIVER SEALED PROPOSAL TO:

CITY OF ALPHARETTA
FINANCE DEPARTMENT
CITY HALL 1ST FLOOR GREETER STATION
2 PARK PLAZA
ALPHARETTA, GA 30009
ATTN: DEBORA WESTBROOK

EXTERIOR OF OFFEROR'S SEALED ENVELOPE/PACKAGE MUST NOTE:

Offeror's Name and Address
RFP Title & Number as noted on top of this page
RFP Due Date & Time as noted on top of this page
(or as may be changed by Official Written Addendum)

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH EACH RESPONSE

By signing and returning this form with a Proposal, the authorized signer and represented firm have read, understand, and agree to information within this Request for Proposal and with required and informational documents, files, and/or forms posted to webpage for this RFP and made part of this RFP and any contract that may be awarded as a result of response to this RFP. Furthermore, Offeror acknowledges and agrees that Offeror has carefully examined and fully understands the provisions and requirements of this RFP, has made a personal examination of the site of the proposed work (if applicable), is satisfied as to the actual conditions and requirements of the proposed Work, and hereby proposes and agrees that if Offeror's Proposal is accepted, Offeror will contract with the City in full conformance with the Contract Documents.

FIRM/OFFEROR NAME:	_____
FIRM/OFFEROR MAILING ADDRESS:	_____
FIRM/OFFEROR PHONE NUMBER(S):	_____
FIRM/OFFEROR FAX NUMBER(S):	_____
EMAIL ADDRESS FOR OFFEROR'S CONTACT:	_____
AUTHORIZED OFFEROR SIGNATURE:	_____
PRINTED NAME OF SIGNER:	_____
OFFEROR FEDERAL I.D. NUMBER:	_____
OFFEROR DUNS NUMBER:	_____

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SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE</u>
RFP Issue Date.....	June 15, 2017
Deadline for Receipt of Written Questions.....	July 5, 2017; 4:00 PM
Deadline for Posting of Written	July 7, 2017; 4:00 PM
RFP Response (Proposal) Due Date/Time.....	July 13, 2017; 10:00 AM
<i>Intended Date for Contract Award (Optional).....</i>	<i>August 21, 2017</i>

CITY HALL HOURS OF OPERATION FOR RECEIPT OF DELIVERIES:

Monday – Thursday 8:30 AM – 5:00 PM;
Friday 8:30 AM – 4:30 PM

(All time references in this document are understood as local, Eastern Time for our City, Alpharetta, GA.)

SECTION 1: RFP INSTRUCTIONS

1.0 Single Point of Contact

- Offerors are not allowed to communicate with any City staff or elected officials regarding this procurement, except for communication with or at the direction of the City Procurement Agent in charge of this solicitation as designated by the City Procurement Officer and, if applicable, authorized communications at the Pre-Proposal Conference.
- Any unauthorized contact may disqualify the Offeror from further consideration.
- Contact information for the single point of contact is as follows:

Procurement Agent: Debora Westbrook
Address: City of Alpharetta
Finance Department
Budget and Procurement Team
2 Park Plaza
Alpharetta, GA 30009
Telephone Number: 678-297-6052
Fax Number: 678-297-6093
E-mail Address: purchasing@alpharetta.ga.us

1.1 Required Review

1.1.1 Definitions of Certain Terms: Appendix C of this document contains definitions to a list of procurement terms that may be used in the RFP and procurement process. Offerors are encouraged to review these terms for intent and meaning used throughout the RFP and contracting process.

The City also offers a Vendor Guide containing information about doing business with our City. Among other information, the Guide contains definitions to terms used in the procurement processes along with the basic steps within each process. The Guide can be found online at <https://www.ebidexchange.com/alpharetta>.

1.1.2 Review of RFP: Offerors should carefully review this RFP in its entirety including all instructions, requirements, specifications, and terms/conditions and promptly notify the Procurement Agent, identified above, in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error that may be discovered upon examination of this RFP.

1.1.3 Addenda: The City may revise this RFP by issuing an addendum prior to the RFP Response (Proposal) Due Date/Time. The addendum will be posted on the City's website alongside the posting of the RFP at <https://www.ebidexchange.com/alpharetta>. Any publicly issued addendum will become part of the RFP documents and subsequent contract.

- Offerors must sign and return any addendum acknowledgement page with their RFP Proposal response.
- Failure to submit Proposal in accordance with an addendum may be cause for rejection.
- In unusual circumstances, the City may postpone an opening/due date and time in order to notify vendors of an addendum and to give Offerors sufficient time to respond to the addendum.
- It is the Offeror's responsibility to review the Schedule of Events and the web page for additional documents and/or addenda issued for this project.

1.1.4 Form of Questions: Offerors with questions, requiring clarification, or interpretation of any section within this RFP must address these questions in writing using the question tab and entry field found within the solicitation posting at <https://www.ebidexchange.com/alpharetta>. Registration and login is required to view documents, ask questions, and view the City's responses.

- Questions must be received by the City on or before 4:00 PM, July 5, 2017.
- Each question shall be submitted separately.
- Each question must provide clear reference to the section, page, and item in question.
- Questions received after the deadline may not be considered.

1.1.5 City's Answers: The City will provide official written answers to all written questions received on or before Question Deadline noted above in *Section 1.1.4*.

- Answers to questions for clarification can be found within the question tab found within the solicitation posting at <https://www.ebidexchange.com/alpharetta>. Registration and login is required to view documents, ask questions, and view the City's responses.
- All questions will be answered either within the question tab for the solicitation or in an officially posted addendum by or before 4:00 PM, July 7, 2017
- Any material changes to the RFP, including changes to the Scope of Project/Specifications, Calendar of Events, etc., will be formally communicated through an addendum that will be added to the solicitation posting, which can be found at <https://www.ebidexchange.com/alpharetta>.
- Offerors must sign and return any addendum acknowledgement page with their proposal (see Section 1.1.3).
- Any other form of interpretation, correction, or change to this RFP will not be binding upon the City.

1.2 Site Visit

Contractors have the opportunity to visit the site and view the existing field between the hours of 8:00 AM and 10:00 PM, any day of the week.

Contractors are cautioned to not discuss this project with park personnel. All questions shall be presented as noted in Section 1.1.4 of this document.

Park Address: 4780 Webb Bridge Road
Alpharetta, GA 30005

1.3 Submitting a Sealed Proposal

1.3.1 Failure to Comply with Instructions: The City may choose not to evaluate, may deem non-responsive, and/or may disqualify from further consideration any responses that fail to comply with these instructions, are difficult to understand, are difficult to read, or are missing any requested information.

1.3.2 Standard Forms: Offerors **must** respond to this RFP by completing the standard forms set forth under *Appendix A*. The standard forms include legal requirements that must be met before contract award process commences. See *Appendix A* for further instructions.

1.3.3 Standard Contract: By submitting a response to this RFP, Offerors agree to execute a contract materially incorporating those certain provisions set forth in *Section 7 Terms and Conditions* upon contract award by the City Council. Offerors acknowledge that *Section 7 Terms and Conditions* does not define the total extent of the contract language.

1.3.4 Offeror's Signature:

- The first page of this RFP and any other pages requiring signatures must be signed in ink by an individual authorized to legally bind the legal entity submitting the Proposal and must be submitted with the Response.
- The Offeror's signature on a Proposal in response to this RFP represents, warrants, and guarantees that the prices quoted have been established without collusion and without effort to preclude the City from obtaining the best possible supply or service.
- By signing and submitting a response to this RFP, Offeror acknowledges and agrees that the Offeror has carefully examined and fully understands the provisions and requirements of this RFP; has made a personal examination of the Project site (if applicable); is satisfied as to the actual conditions, specifications/scope of work, and requirements; and hereby agrees that if Offeror's Proposal is accepted, Offeror will enter into a contract with the City and perform same in full conformance with the Contract Documents.
- Proof of authority of the person signing the RFP response must be furnished upon request.

1.3.5 Organization of Proposal: Each proposal must be organized in the order set forth in Section 3 of this RFP. The Original Proposal document and each Proposal document copy shall have tabs separating each response section.

1.3.6 Late Submissions, Withdrawals, and Corrections:

Late Proposal: Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Offeror's sole risk to assure delivery to the receptionist's desk at the designated office by the designated RFP Response (Proposal) Due Date/Time. Late proposals will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested.

Proposal Withdrawal: An Offeror requesting to withdraw their proposal prior to the RFP Response (Proposal) Due Date/Time may submit a letter to the Procurement Agent requesting to withdraw. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm.

An Offeror requesting to withdraw after the proposal has been opened will be required to submit a letter with documented facts supporting the reason for withdrawal within two business days of the opening. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. The Offeror must present clear and convincing evidence that an unintentional error was made. The Procurement Officer or designee will review the withdrawal request and a judgment will be made. Generally, proposal withdrawals after proposal due date/time for reasons other than obvious clerical errors are not permitted.

Proposal Correction: If an error is discovered prior to the opening, the Offeror can submit a corrected proposal. The corrected proposal should be clearly marked that it replaces the proposal originally submitted.

If an obvious clerical error is discovered after the proposal has been opened, the Offeror may submit a letter to the designated Procurement Agent within two business days of opening, requesting that the error be corrected. The letter must be on company letterhead and signed by an individual authorized

to legally bind the firm. The Offeror must present clear and convincing evidence that an unintentional error was made. The Procurement Officer or designee will review the correction request and a judgment will be made. Generally, modifications to opened proposals for reasons other than obvious clerical errors are not permitted.

1.3.7 Notice of "No Bid": It is important to the City of Alpharetta to receive a reply from all invited Offerors. There is no obligation to submit a bid, quotation, or proposal; however, if you are unable or do not wish to participate in this RFP and this "Notice of No Bid" is not executed and returned, your firm may be deleted from our list of qualified bidders/Offerors. This form is located in *Appendix A* (Standard Forms).

1.4 Cost of Preparing a Proposal

1.4.1 City Not Responsible for Preparation Costs: The costs for developing and delivering Proposals, responses, or submissions to this RFP and any subsequent presentations of the Proposal as requested by the City are entirely the responsibility of the Offeror. The City is not liable for any expense incurred by the Offeror in the preparation and presentation of their Proposal.

1.4.2 All Timely Submitted Materials Become City Property: All materials submitted, including those from awarded Offeror as well as those from unsuccessful Offerors, in response to this RFP become the property of the City and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and Offeror resulting from this RFP process.

1.5 Accessing Procurement Opportunities and Vendor Registration

1.5.1 Accessing Procurement Opportunities Online: Offerors interested in responding to this RFP can locate all associated documents at <https://www.ebidexchange.com/alpharetta>. Registration and login at this eBid Systems site is required to view/download documents and view/ask questions.

1.5.2 Vendor Registration: Offerors may also register as a vendor with the City by going to www.alpharetta.ga.us, select the **Business** dropdown, and then choose **Vendors**. Web based registration is the method of registration used by the City for all transactions such as contracts, purchase orders, payments, etc. An Offeror may submit a Proposal without first entering vendor registration, but online registration is required of an awarded contractor.

1.6 Alpharetta Vendor Preference (a.k.a. Local Vendor)

It is the policy of the City to invest in the local community when appropriate through securing goods/services from local businesses at competitive pricing and terms. This is to encourage local businesses to compete for City Business for formal procurement with a contract value of \$50,000.01 to \$500,000.00.

To apply for the Alpharetta Vendor Preference the Vendor must meet the following requirements:

- Has a permanent place of business with full-time employee(s) within City limits for a minimum of six months prior to the issuance date of any formal solicitation to which said business is responding;
- The permanent place of business must distribute goods/services and cannot be a post office box or a residence;
- Has a valid business license from the City; and
- Is not delinquent on any taxes/fees owed to the City (e.g. property taxes, business license fees, etc.).

Vendors must complete the **Local Vendor Certification** form located in Appendix A, Standard Forms of this RFP. Every Vendor seeking qualification for local preference must include the completed form and all required documentation noted on the form in the Vendor's response to this RFP.

SECTION 2: RFP RECEIPT AND EVALUATION PROCESS

2.0 Authority

This RFP is issued under the authority of the City of Alpharetta Procurement Policy and applicable law. The City has the authority to reject any and all Proposals and to waive technicalities and informalities as further set forth in Section 2.3.

2.1 Receipt of Proposals and Public Inspection

2.1.1 Public Information:

Upon receipt of all sealed proposals, only the name of each supplier and the date and time of receipt shall be recorded. No other information will be disclosed nor shall the proposals be considered open record until after council award. All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the council award with the following five exceptions:

1. bona fide trade secrets that have been specifically identified, properly marked, separated, and documented and to which the Offeror has attached an affidavit declaring that such specific information constitutes a trade secret pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated, will not be disclosed; provided however, if the City determines that such specifically identified information does not in fact constitute a trade secret, the City will notify the Offeror of its intent to disclose such information prior to its initial disclosure as required by law;
2. matters involving individual safety, as determined by the City, may be withheld from disclosure;
3. any company financial information in the form of records containing tax matters or tax information that is confidential under state or federal law, which has been requested by the City to determine vendor responsibility, unless prior written consent has been given by the Offeror will not be disclosed;
4. any document or record, or portion thereof, containing information exempt from disclosure pursuant to O.C.G.A. § 50-18-70, et seq., may be withheld from disclosure as determined by the City; and
5. any other document or record, or portion thereof, mandated by law to be kept confidential, as determined by the City.

All open records requests must be presented in writing along with specific items requested. The Open Records Request form is available from the City's main website and requested through the City Clerk's office.

2.1.2 Procurement Agent's Review of Proposals: The Procurement Agent in charge of the solicitation will open and review the Proposals and separate out any information that meets the referenced exceptions in *Section 2.1.1* above, providing the following conditions have been met:

1. Documents or records containing information that the Offeror wishes to keep confidential must be specifically identified and clearly marked and separated from the rest of the Proposal;
2. The Proposal does not contain any such confidential material in the cost/price section; and
3. An affidavit from the Offeror specifically identifying information as a trade secret and declaring that such information constitutes a trade secret pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated is attached to each separated document or record in the Proposal that Offeror wishes to be kept confidential because it contains trade secrets.

Information separated out under this process will be available for initial review only by the Procurement Officer, Procurement Agent, and limited other designees. Offerors acknowledge that the act of separating out such information by the Procurement Agent does not operate to exempt such information from disclosure as a public record; rather, the disclosure of such information is governed by O.C.G.A. § 50-18-70, et seq. Offerors should be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event an (open records) request is submitted by another party and the City determines that such information is subject to disclosure.

2.2 Classification and Evaluation of Proposals

2.2.1 Classification of Proposals as Responsive and Responsible: All Proposals will initially be classified as either “responsive” or “nonresponsive”.

1. Proposals may be found nonresponsive any time during the evaluation process or during negotiations if
 - any of the required information is not provided;
 - the submitted price is found to be excessive or inadequate; or
 - the Proposal is not within the plans and specifications described and required in the RFP.Proposals found nonresponsive will not receive further consideration.
2. The Procurement Officer or designee will determine whether an Offeror has met the standards of responsibility – i.e., whether the Offeror has the capability in all respects to perform fully and reliably the requirements of this RFP and resulting contract based on the factors below. Such a determination may be made at any time during the evaluation of a Proposal response if information surfaces that would result in a determination of non-responsibility.
 - If an Offeror is found non-responsible, the determination will be in writing, made a part of the procurement file, and mailed to the affected Offeror.

2.2.2 Evaluation of Proposals: The Evaluation Committee will evaluate the remaining proposals and recommend whether to award to the highest-ranking Offeror or, if necessary, to seek discussion/negotiation or a “best and final offer” in order to determine the highest-ranking Offeror.

All responsive proposals will be evaluated based on stated evaluation criteria (*Section 6*). The City shall be the judge of the factors and will make the award in the best interest of the City.

2.2.3 Completeness of Proposals: Selection and award will be based on the Offeror's Proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested.

2.2.4 Opportunity for Discussion/Negotiation and/or Oral Presentation/ Product Demonstration: After receipt of all proposals and prior to the determination of the award, the City may initiate discussions with one or more Offerors should clarification or negotiation be necessary. Offerors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, Offerors should be prepared to send qualified personnel to the City to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the Offeror's expense.

2.2.5 Best and Final Offer: The “Best and Final Offer” is an option available to the City under the RFP process which permits the City to request a “best and final offer” from one or more Offerors if additional information is required to make a final decision. Offerors may be contacted asking that they submit their “best and final offer”, which must include any and all discussed and/or negotiated changes.

2.2.6 Evaluation Committee Recommendation for Award: The Evaluation Committee will provide a written recommendation for award to the Procurement Agent that contains the ranking and related supporting documentation for its decision. The Procurement Agent will review the recommendation to ensure its compliance with the RFP process and criteria before concurring with the Evaluation Committee's recommendation.

2.2.7 Contract Award: Contract award, if any, will be made by City Council upon recommendation from the Evaluation Committee to the highest-ranking Offeror who provides all required documents and successfully completes the negotiation process.

The City of Alpharetta may elect to electronically deliver contracts to the awarded contractor for digital signing. Both State of Georgia and Federal law recognize and uphold the use of electronic signatures. DocuSign is the City's current electronic signature solution allowing users to route and sign contracts and agreements securely.

2.3 City's Rights Reserved

While the City has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the City to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

- cancel or terminate this RFP at any time. A notice of cancellation will be issued on the City's website. If the RFP is cancelled, the City will not reimburse any vendor for the preparation of their Proposal. Proposals may be returned, at Offeror's expense, upon request if unopened;
- reject any or all Proposals, responses, or submissions received in response to this RFP;
- waive and/or amend any technicalities or informalities, or undesirable, inconsequential, or inconsistent provisions or specifications of this RFP which would not have significant impact on any Proposal or submission;
- not award a contract if it is in the best interest of the City not to proceed with contract execution; and
- terminate any contract if the City determines adequate funds are not available.

SECTION 3: SCOPE OF PROJECT/SPECIFICATIONS

3.0 Organization of Proposal

Each proposal must be organized in the order set forth below. Paper 'Original' and each 'Copy' shall have tabs separating each section. Each Proposal and Copies must be submitted in a sealed envelope/package. Cost Proposal to be within a sealed envelope within the sealed Proposal package.

1. **Cover Page** – Offeror's authorized official to complete, sign, and return with proposal response;
2. **Section 2.4, Scope of Work** – include all requested documents, information, exceptions, clarifications, etc.;
3. **Section 3, Offeror Qualification and Requirements** – include all requested documents and information;
4. **Standard Forms** – Complete each Appendix A REQUIRED FORM as directed on each form and each applicable Appendix A OPTIONAL and INFORMATIONAL FORM, as directed on each form;
5. **Additional Appendices** (ONLY if applicable) – include all requested documents and information;
6. **Addenda Acknowledgement** (ONLY if applicable) – if any addenda are formally issued by the City.
7. **Separate Envelope – Cost Proposal and Proposal Price Certification** – one copy in separate, sealed envelope

3.1 City's Intent

The City is soliciting proposals from qualified and experienced Offerors to remove and replace the artificial turf soccer field located at Webb Bridge Park, 4780 Webb Bridge Road, Alpharetta, GA 30005, and to make any sub-surface corrections prior to installing new artificial turf. The artificial turf at this field was originally installed March 2009. The field is heavily used seven days a week year round, for as much as 12 hours a day for youth and adult soccer practice and games. The replacement turf must be suitable for soccer and must be able to withstand such use.

3.2 Scope of Work

3.2.1 Artificial Turf Removal and Installation:

Nothing within this scope of work is intended to suggest any particular product. The City does not have a brand preference. The City is seeking a qualified, experienced contractor to propose a solution to the City that includes all labor, materials, and equipment to complete the artificial turf replacement. The scope of the project includes, but is not limited to:

1. Demolition, removal, and proper off-site disposal of existing artificial turf field.
2. Sub-surface maintenance as necessary, including, but not limited to laser grading to ensure proper playing field and drainage.

3. Installation of new green (natural grass color) artificial turf.
4. Permanently inlaid, white soccer field markings using the existing field dimensions, approximately 72 yards x 105 yards. After contract award, the successful Contractor shall work with City staff to determine final dimensions for the lines.
5. The City prefers:
 - a. an infill product that reduces heat and provides cooler playing surface temperatures,
 - b. turf height between 2.25" to 2.50",
 - c. a turf that is resistant to bacterial and fungal growth,
 - d. treated with UV inhibitor,
 - e. low maintenance, and
 - f. an extended warranty of at least 10 years.
6. Site clean-up once demolition and installation are complete.
7. If materials and equipment are to be stored on-site, the Contractor may use the parking lot closest to the field. Contractor shall be responsible to ensure the safety of materials and equipment, as well as the safety of park visitors at all times. Contractor shall maintain clear passage for cars to pass through the lot.
8. The City currently anticipates the timeframe for this work to be November 13, 2017 to January 26, 2018, with the field being available for play January 27, 2018.
9. The City will process approved payment requests under this project to the awarded Contractor. Payment to sub-contractors and suppliers is the responsibility of the awarded contractor. The City will not entertain any other payment arrangements. Retainage in the amount of 10% will be applied to this project. See Section 7.13 for Invoicing and Payment details.
10. Construction is permitted between the hours of 7:00 AM and 7:00 PM Monday through Friday. Construction is permitted on Saturday between the hours of 9:00 AM and 5:00 PM with 72 hours advanced notice to the City. No work is permitted on Sunday. Any work outside these hours requires prior approval from the City of Alpharetta Public Works Department and the City of Alpharetta Director of Public Safety.
11. Liquidated damages will be applied based on noted time for project completion. Details concerning liquidated damages can be found in Section 7.5 of this document.

3.2.2 Fencing and Netting: Add Alternate Scope of Work:

1. Removal and off-site disposal of existing netting and fencing (excluding posts) that surround the field;
2. Installation of new #36 netting and new 6 gauge black vinyl coated chain link fencing using existing posts around the perimeter of the field.

3.2.3 Ambush Logo: Add Alternate Scope of Work:

1. Permanently inlaid logo for Ambush Soccer Club located in center of the field
2. Offeror to propose the size and provide a drawing that shows how the logo will look located at the center of the field. Possibly 12' x 15' or as Offeror thinks appropriate for this size field.
3. Ambush Soccer Club logo included in Appendix D of this document

3.3 Required Information

3.3.1 Offeror's proposal shall provide a solution to the City to replace the artificial turf at the Webb Bridge Park Soccer Field.

1. Within the proposal, the Offeror must demonstrate a clear understanding of the City's request and of the specific proposed solution.
 - a. The Offeror shall detail the product suggested to meet the City's request.
 - b. Include information that demonstrates that the proposed solution meets or exceeds the City's request, including manufacturer's name, turf system proposed, infill, porous stone base, and drainage system.

- c. Manufacturer's product literature with detailed product specifications shall be provided.
 - d. The proposal shall also point out the direct benefits for the City's project based on noted usage for the current field.
 - e. Include detailed turf product maintenance plan, including any specific equipment requirements..
2. Keeping in mind the City's preferred timeframe for the work, the Offeror shall provide a timeline for the Work including any material lead times.
 3. Provide specific warranty information for the proposed solution. Provide one copy of the warranty with service contract.
 4. Offeror shall provide with the proposal one (1) finished product sample, 12" x 12" minimum sample size, including green color palettes. Each sample shall be labeled with the manufacturer name, make, model, color as presented in sample, and any other product-defining information.

3.4 Awarded Contractor Responsibilities

The awarded contractor responsibilities shall include, but are not limited to the following:

1. Complete permitted construction plans signed and sealed by a Professional Engineer licensed in the state of Georgia.
2. Prepare all required documents, plans, and forms.
3. Provide all labor, equipment, and materials needed to complete the project in the established project timeframe (November 13, 2017 – January 26, 2018).
4. Site restoration after completion of work.
5. Provide all warranty and all as-built product documents within a binder as well as in PDF electronic form such as a CD-ROM or flash drive after completion of work.

SECTION 4: OFFEROR QUALIFICATIONS

4.0 City's Right to Investigate

The City may make such investigations as deemed necessary to determine the ability of the Offeror to provide the supplies and/or perform the services specified.

4.1 Offeror Informational Requirements

In determining the capabilities of an Offeror to perform the services specified herein, the following informational requirements must be met by the Offeror. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be brief and relevant to the goals of this RFP.

This portion of the proposal shall be limited to a maximum length of six (6) single sided, letter-sized pages. Font size shall be restricted to 10 point or larger. Excessive information will not be considered favorably.

Each proposal shall provide the following information:

4.1.1 Cover Letter and Summary: Provide a Cover Letter including a brief business profile and a summary describing why your firm/team is qualified for this project. State the following:

- business name,
- home office address, identify whether this or another office address is responsible for work of this project,
- Identify one contact person. This person shall be the single point of contact on behalf of the Offeror firm/team, responsible for correspondence to and from the organization and the City. If necessary, the City will send all Project-related communications to this contact person. (This may be the person registered in our eBid system.) Include the following contact information:
 - mailing address, telephone number, and e-mail address.

4.1.2 References: Offeror shall provide a minimum of five (5) references for completed turf replacement/installations for a soccer field of 60,000 sq. ft. or larger, within a one hundred (100) mile radius of the City of Alpharetta. The references may include any government or similar entity where the Offeror, preferably within the last five (5) years, has successfully completed projects, which are similar in goals, scope, and complexity to project describe herein.

At a minimum, the Offeror shall provide:

- date of initial field installation (even if by another contractor) and date of the installation of replacement,
- a description of the work and replacement solution including infill material, project photos may be provided,
- the company name,
- the location where the service was provided,
- contact person(s),
- contact person's telephone number, and
- contact person's email address,

These references may be contacted to verify Offeror's ability to perform the contract.

The City reserves the right to use any information or additional references deemed necessary to establish the ability of the Offeror to perform the conditions of this request. Negative references may be grounds for Proposal disqualification.

4.1.3 Resumes of Key Personnel: Resumes for the Consultant's designated Designer, Project Manager, and Lead personnel.

Resumes may be included in an Appendix and will not count toward the six (6) page limit.

For each resume, provide:

- name of person and proposed role for this project,
- years of experience performing similar work,
- qualifications, skills, etc., including written certification by the artificial turf manufacturer as competent in the installation of the proposed material, including sewing and gluing seams and proper installation of infill mixture.
- Length of employment with current employer

4.1.4 Available Resources:

1. **Bonding Capacity:**
 - a. The selected firm will be required to submit payment and performance bonds upon contract execution. Each bond is required to be in the amount of 100% of the contract.
 - b. Offerors shall demonstrate their financial stability to supply, install, and support the services specified by providing evidence of bonding capacity in the amount of the construction budget (e.g. a letter from your Surety agent stating that one or more Sureties will issue Bonds in the amount of the project budget if your team is selected).
 - c. Surety evidence may be included in an Appendix to the proposal. It does not count toward the page limit.
2. **Insurance:** Provide a copy of the firm's certificate of insurance showing the firm's current limits of liability for commercial general liability, workers compensation, business automobile liability, and professional liability insurance.
 - a. Insurance evidence may be included in an Appendix to the proposal. It does not count toward the page limit.
3. **Resources:** Demonstrate capability to provide resources, including equipment, staffing necessary to meet project requirements, and sub-contractors.
 - a. Resources evidence may be included in an Appendix to the proposal. It does not count toward the page limit.

SECTION 5: COST PROPOSAL

Provide cost for Base Project and for each Add Alternate as complete turn-key projects described in noted sections for each.

Base Cost for Scope of Work, Section 3.2.1	\$
Fencing and Netting Add Alternate, Section 3.2.2	\$
Ambush Logo Add Alternate, Section 3.2.3	\$

Award will consider price, but price will not be the sole, determining factor.

Instructions for submitting Cost Proposal: One (1) Hard Original copy marked "Original" with original signatures shall be submitted in a separate, sealed opaque envelope within the sealed proposal package. See *Section 3.0, #7 Cost Proposal and Proposal Price Certification* for complete submittal directions.

Proposal Price Certification

In compliance with Section 3 Scope of Project/Specifications, the undersigned offers and agrees that if this Proposal is accepted by the City Council within one hundred twenty (120) days of the date of RFP Response (Proposal) Due Date/Time, that the undersigned will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

COMPANY _____

ADDRESS _____

AUTHORIZED SIGNATURE(S) _____

PRINT / TYPE NAME(S) AND TITLE(S) _____

CONTACT INFO: PHONE NUMBER _____

CONTACT INFO: E-MAIL ADDRESS _____

SECTION 6: EVALUATION CRITERIA

6.0 Evaluation Criteria

All proposals received will be reviewed by the Procurement Agent to ensure that all administrative requirements of the RFP package have been met, such as all documents requiring a signature have been signed and submitted. Failure to meet these requirements may be cause for rejection. Only responsive proposals will be given to Evaluation Committee for further review.

The Evaluation Committee will evaluate the remaining proposals and determine a ranking based on the information provided in *Sections 3 through 5* of this RFP. Proposals will be evaluated based on stated evaluation criteria. In ranking against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, quantity, and contractual factors. These rankings will be used to determine the most advantageous offering to the City.

Any proposal that fails to achieve a passing ranking for any part/section for which a passing ranking is indicated will be eliminated from further consideration.

After completing the initial ranking, the Evaluation Committee may create a shortlist made up of a grouping of the highest-ranking Offerors. In the event of a shortlist, Offerors may be asked to arrange a site visit; may be invited for a presentation or interview; or may be asked to supply additional information for evaluation. Once all evaluations are complete, the Evaluation Committee may either recommend to award to the highest-ranking Offeror or if necessary, to seek discussion/negotiation or a "best and final offer" in

Alpharetta Vendor Preference (a.k.a. Local Vendor) – Evaluation Preference: Alpharetta Vendor preference of three percent (3.00%), or equivalent unit of measure, shall be provided as an evaluation criterion to any approved Alpharetta Vendor's proposal. (Only applicable for formal procurement with a contract value of \$50,000.01 to \$500,000.00.)

Each proposal will be scored using the following criteria and a scale of 0 to 5.

Phase I

Each Offeror will be evaluated individually using weights for each criterion below.

(If Alpharetta Vendor Preference does not apply to any proposals, 3% allotted for this criterion will then be added to the Interview in Phase II.):

Comparable Experience and Project Team	30%
Proposed Product	20%
Approach to Project and Schedule Adherence	10%
Cost Evaluation	25%
Alpharetta Vendor Preference	3%
Phase I Total	88%

Phase II

Only those Offerors short-listed during Phase I will be invited for interviews and further evaluated.

(If Alpharetta Vendor Preference does not apply to any proposals, 3% allotted for this criterion will then be added to the Interview in Phase II.)

Interview	12%
Phase I & II Total	100%

SECTION 7: TERMS AND CONDITIONS

The City's standard terms and conditions, which will be incorporated into the Contract, are set forth below ("Terms and Conditions"). Offerors should notify the City of any Terms and Conditions that either preclude them from responding to this RFP or add unnecessary cost. This notification must be made by the deadline for receipt of written/e-mailed questions or with the Offeror's Proposal. Any requests for material, substantive, important exceptions to the Terms and Conditions will be addressed by formal written addendum issued by the designated Procurement Agent. The City reserves the right to address any non-material, minor, and/or insubstantial exceptions to the Terms and Conditions.

7.0 Additional Contract Provisions and Terms

This RFP, including all documents and appendices attached hereto, referenced herein and/or incorporated herein, and any addenda hereto, and the Proposal of the awarded Contractor, including any amendments thereto, will be incorporated into the Contract (as previously set forth, all of such documents are collectively referred to as the "Contract Documents"). The Terms and Conditions set forth herein do not define the total extent of the contract language. In the event of a conflict or dispute as to the duties and responsibilities of the City and Contractor under any resulting Contract Documents, the Contract, will govern in accordance to the order of precedence set forth therein.

7.1 Performance Prior to Contract Execution

The successful Offeror shall not begin performance of the Project prior to the execution of a formal written contract by the City and the successful Offeror. Any Offeror beginning performance prior to the execution of the Contract shall be deemed to be proceeding at the Offeror's risk, and shall not be entitled to any compensation for such performance. In addition, the City reserves the right to withdraw or cancel the award of this RFP.

7.2 Contract Term

The term of the Contract commences after contract execution and issuance of notice to proceed and shall terminate upon the completion of the Project, but in no event any later than **January 26, 2018** as further provided for in the Contract and in accordance with O.C.G.A. § 36-60-13.

The term of the Contract may be extended by the City, with the written consent of the Contractor, for such additional period of time as may be necessary or advantageous to the City.

7.3 Subcontractors and Sub-subcontractors

The highest-ranking Offeror will be the prime contractor if a contract is awarded and executed and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the Proposal. The City reserves the right to approve all subcontractors. The Contractor shall be responsible to the City for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the negligent acts and negligent omissions of persons employed directly by the Contractor. Further, nothing contained within this RFP, or otherwise in the Contract Documents created as a result of any contract award derived from this RFP, shall create any contractual relationships between any subcontractor of the Contractor and the City.

7.4 Bonding Requirements

Bid Bond

A bid bond in the amount of 5% of contract price required for all Public Works Projects. Refer to Appendix A for Bid Bond form.

By signing and submitting this bid to the City, **BIDDER** agrees that in case of failure on their part to execute said contract and bond, or provide satisfactory proof of carriage of the insurance required, within fourteen (14) calendar days after the award thereof, the Bid Bond or certified check accompanying their bid and the money payable thereon shall be forfeited to the **CITY** as liquidated damages; otherwise, the check or Bond accompanying this proposal shall be returned to the **BIDDER**.

Performance and Payment Bonds

Prior to commencing the Work, 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 Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the price of the Contract. "Performance bond" means a bond with good and sufficient sureties or guarantees for the faithful performance of the Contract and to indemnify the City for any damages occasioned by a failure to perform same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of the City. "Payment bond" means a bond with good and sufficient sureties or guarantees payable to the City and intended for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the Work provided for in the Contract for the use of all persons doing work or furnishing skills, tools, machinery, or materials under or for the purpose of constructing the Project. The life of these bonds shall extend through the Final Completion date of the Project for an additional sixty (60) day maintenance period (where applicable) and a twelve-month warranty/guarantee period after Final Completion.

7.5 Time for Completion; Liquidated Damages

The Contractor shall commence performance of the Work as set forth in the Notice to Proceed or otherwise in the Contract. The Contractor shall be required to perform the Work and achieve Final Completion by January 26, 2018. "Final Completion" shall mean the Work is complete in full accordance with this Contract and this Contract has been fully performed as determined by a final inspection of the City following the Contractor's request for same. If the Contractor fails to achieve Final Completion by January 26, 2018, the Contractor shall be liable to the City for the sum of:

- \$200.00 per day for zero to thirty calendar days of unexcused delay in achieving Final Completion beyond January 26, 2018.
- \$400.00 per day for each calendar day beyond thirty calendar days of unexcused delay in achieving Final Completion beyond January 26, 2018.

7.6 General Insurance Requirements

The following is informational for this RFP. Upon Council approval, the awarded Contractor shall provide the City with a Certificate of Insurance to the address listed under *Section 1.0* indicating the existence of the policies prior to the beginning of the contract work or term. Thereafter, a renewal certificate shall be delivered to the City at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to the City as to form or substance, or any of the carriers issuing such policies shall be or become unsatisfactory to the City, the Contractor shall deliver to the City representative upon demand a certified copy of any policy required herein for review. The Certificates of Insurance shall state that the City of Alpharetta is additionally insured.

- **Workers Compensation:** Workers Compensation \$500,000 per accident per employee with waiver of subrogation. Required documentation includes certificate from insurance company showing issuance of workmen's compensation coverage for the State of Georgia.
- **Comprehensive General Liability Insurance:**

Commercial General Liability	\$1,000,000 each occurrence
	\$1,000,000 aggregate
- **Comprehensive Auto Liability Insurance:**

Bodily Injury Liability	\$1,000,000 each occurrence
Property Damage Liability	\$ 100,000 each occurrence
- **Excess Umbrella Liability:**

Combined Single Limit Bodily Injury and / or Property Damage	\$1,000,000 each occurrence
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\$1,000,000 aggregate

Insurance; Indemnification. The awarded Contractor shall maintain the types and amounts of insurance set forth as from time to time reasonably shall be requested by the City. The awarded Contractor shall provide proof of such insurance to the City at the same time as the execution of any resulting Contract and/or purchase order, 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 awarded Contractor shall indemnify and hold the City harmless from all claims, demands, losses, attorneys' fees and liabilities of any type or nature arising out of or related to the Contractor's, or Contractor's agents', employees' or subcontractors', negligent performance or non-performance of any resulting Contract and/or purchase order, 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 any resulting Contract and/or purchase order 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.

7.7 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. The Contractor shall have no authority to contract for or bind City in any manner. Neither the Contractor nor its employees are employees of the City. The Contractor shall have and maintain the responsibility for and control of the rendition of the Work (including, the services performed) under the Contract, the discipline of its employees, and other matters incident to the performance of the Work (services, duties, and responsibilities as described and contemplated in the Contract). The Contractor is required to supply the City with proof of compliance with the Workers' Compensation Act while performing work for the City. Proof of compliance must be received at the address listed under *Section 1.0* with the original Proposal.

7.8 Compliance with Illegal Immigration Reform and Enforcement Act

E-Verify Program:

The City of Alpharetta 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 the Contractor registers and participates in a federal work authorization program (E-Verify). Further, Offerors submitting a Proposal for the physical performance of service shall include a fully executed E-Verify affidavit as part of their Proposal.

Requirement to Participate in a Federal Work Authorization Program (E-Verify):

No Offeror shall submit a Proposal for the physical performance of service unless the Offeror participates in a Federal Work Authorization Program and complies with the requirements of O.C.G.A. § 13-10-91.

- (1) Pursuant to O.C.G.A. § 13-10-91, the Contractor represents, warrants, acknowledges, and/or agrees that:
 - a. The Contractor has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;
 - b. 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
 - c. 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.

- (2) 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 such website address.

Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

- (1) The Contractor, if entering a contract with the City providing the physical performance of services, shall comply with the requirements of O.C.G.A. § 13-10-91.
- (2) Pursuant to O.C.G.A. §13-10-91, in the event the Contractor employs or contracts with a subcontractor in connection with a covered contract, 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 provided in *Appendix A* hereof, and maintain records of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of the contractor/subcontractor agreement.
- (3) 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 also provided in *Appendix A* hereof, 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.
- (4) 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.
- (5) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and all other applicable rules and regulations promulgated in relation thereto, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

Forms necessary to ensure compliance with this section are included under *Appendix A* and must be received at the address listed under *Section 1.0* prior to execution of any purchase order or contract.

7.9 Compliance with Laws

The Contractor shall, in performance of work under the Contract, 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. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. The Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

7.10 Title VI of the Civil Rights Act of 1964

The City of Alpharetta hereby gives public notice that it is the policy of the City to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. It is our policy that no person in the United States of America shall, on the grounds of race, color, national origin, sex, age, or disability be excluded from the participation in, be denied the benefits of or be otherwise subjected to discrimination under any of our programs or activities.

Any person who believes they have been subjected to unlawful discriminatory practice under Title VI has a right to file a formal complaint. Any such complaint must be filed in writing or in person with the City of Alpharetta's, Title VI Compliance Officer, within one hundred-eighty (180) days following the date of the

alleged discriminatory action. Title VI Discrimination Complaint Forms may be obtained from the Title VI Compliance Officer by calling (678-297-6014) or emailing jdrinkard@alpharetta.ga.us.

7.11 Substitutions and Change Orders

NO substitutions of material, schedule cancellations, or Change Orders are permitted after Contract award without written approval by the Director of Recreation and Parks or his authorized representative. Cumulative Change Orders in excess of \$50,000.00 or 10% of the original contract shall require the approval of the City Council.

Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the City agrees to a replacement or requests same based on an objective standard of review of past performance. Requests for any substitution will be reviewed and may be approved by the City at its sole discretion. Verbal agreements to the contrary will not be recognized. In the event a substitution of a Contractor employee is required due to termination of employment by Contractor, Contractor shall provide the City with prompt written notice of the need for such substitution and shall cooperate with the City in providing a replacement.

7.12 Contract Termination

The City may, by written notice to the Contractor, terminate the Contract without cause; provided, the City must give notice of termination to the Contractor at least 14 days prior to the effective date of termination.

7.13 Invoicing and Payment

The City agrees to pay the Contractor in current funds for the performance of the Contract subject to additions and deductions as provided in the Contract, and, if applicable, to make payments in the manner and on the periodic basis agreed to by the City during the pre-construction meeting or 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.

The Contractor shall submit, on a monthly basis (or on such other periodic basis set forth herein), an invoice for the portion of Work provided to the City under the Contract at the billing address specified below. The City shall retain ten percent (10%) of the gross value of completed portions of the Work. When all Work is completed and final acceptance has been approved by the City, the Contractor may invoice for the amount retained.

The City will process approved payment requests under this Project to the awarded Contractor only. Payment to subcontractors 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
Department of Recreation and Parks
1825 Old Milton Parkway
Alpharetta, GA 30009

Upon receipt of invoice and inspection and acceptance of the Work, the City will render payment. 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.

Offerors, who are individuals, shall provide their social security numbers on Page 1 of this RFP. Offerors, which are proprietorships, partnerships, limited liability companies, corporations, or other legal entities, shall provide their federal employer identification number on Page 1 of this RFP. All Offerors shall provide a completed and signed W-9 located in Appendix A: Standard Forms with Proposal submission.

7.14 Miscellaneous

7.14.1 Deliveries: In the event there are to be deliveries on site, all goods and materials will be F.O.B. Destination, Freight Prepaid and Allowed. The onsite delivery/destination address is:

City of Alpharetta
Department of Recreation and Parks
Webb Bridge Park
4780 Webb Bridge Road
Alpharetta, GA 30005

No freight or postage charges will be paid by the City of Alpharetta unless such charges are included and accepted in the RFP price and contract award by the City. The Contractor, at Contractor's expense, will arrange to have someone onsite to inspect and accept delivery. The Contractor has sole responsibility for securing all materials at the Project site.

7.14.2 Taxes: No sales tax will be charged on any orders.

Sales Tax Exempt# 301-682441

Federal Tax Identification# 58-6011454

Copies of the City's Sales and Use Tax Certificate of Exemption and Form W-9, Taxpayer Identification and Certification are included in Appendix B.

7.15 Special Stipulations

Contractor shall be required to comply with any and all Special Stipulations set forth below or attached hereto and incorporated herein:

The awarded Contractor, as well as and subcontractors/installers shall be certified by the artificial turf manufacturer as competent in the installation of the artificial turf, including sewing and gluing seams and proper installation of infill mixture.

The Contractor acknowledges the project timeline for completion of work (November 13, 2017 through January 26, 2018), and acknowledges that the field with the newly installed artificial turf will be playable January 27, 2017.

The provisions of any such Special Stipulations shall supersede and control over any conflicting provisions set forth in this RFP.

APPENDIX A: STANDARD FORMS

This section contains the forms necessary to ensure compliance with various laws as described within this RFP.

Instructions for Submitting Required Standard Forms

One completed original of each of the first three forms listed below is to be returned within the sealed Original Proposal package. It is not required to include forms in Proposal Copies.

- **REQUIRED FORMS to be Returned With Every Proposal Submitted:**
 1. Bid Bond
 2. City of Alpharetta Disclosure Form
 3. Affidavit Verifying Contractor Participation in Federal Work Authorization Program (E-Verify/I-9)
 4. Request for Taxpayer Identification Number and Certification (W-9)
- **INFORMATIONAL FORMS to be held on file by Offerors/Contractors** and available to City for review upon request:
 5. Affidavit Verifying Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9) *(if using subcontractor(s) – Prime Contractor to retain on file)*
 6. Affidavit Verifying Sub-Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9) *(if using sub-subcontractor(s) – Prime Contractor to retain on file)*
 7. Performance and Payment Bonds
 8. Final Affidavit
- **FORMS OPTIONAL: Only return if relevant:**
 9. Local Vendor Certification Form
 10. Notice of 'No Bid'

Bid Bond

(Five Percent (5%) of Bid)

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

Bid Bond # _____

_____, as **CONTRACTOR**, and

_____, as **SURETY**, are hereby

held and firmly bound unto CITY OF ALPHARETTA, GEORGIA, as **CITY**, in the penal sum of

_____ Dollars (\$ _____) for

the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, 201____.

The condition of the above obligation is such that whereas the **CONTRACTOR** has submitted to the **CITY** a certain bid attached hereto and hereby made a part hereof to enter into a contract in writing for the construction of **Webb Bridge Park Artificial Turf Replacement** including, but not limited to,

all labor, materials, and equipment for the demolition and removal of existing artificial turf, any necessary sub-surface maintenance or repair, installation of new artificial turf, and site clean-up for the soccer field located at Webb Bridge Park, 4780 Webb Bridge Road, Alpharetta, GA 30005.

NOW, THEREFORE,

(a) If said bid shall be rejected or in the alternate,

(b) If said bid shall be accepted and the **CONTRACTOR** shall execute and deliver a Contract in the Form of Contract attached hereto (properly complete in accordance with said bid) and shall furnish a bond for his faithful performance of said Contract and for the payment of all persons performing labor or furnishing material in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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 **CITY** 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.

CONTRACTOR

(SEAL)

By: _____

SURETY

(SEAL)

By: _____

Georgia Representative

Surety Contact Information:

Address: _____

Phone: _____

Fax: _____

Email: _____

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.

City of Alpharetta Disclosure Form and Certificate of Non-Collusion



DISCLOSURE FORM and CERTIFICATE OF NON-COLLUSION

Offeror must disclose any possible conflict of interest with any City of Alpharetta (City) elected official and/or employee and if a known relationship exists between any principal or employee of your corporation, firm, team, organization, or person and any City elected official and/or employee. Relationship may consist of financial, personal, or family relations or may be in the form of campaign contributions to elected officials.

If, to your knowledge, no relationship exists, this shall be stated in your response. Failure to disclose such a relationship (or lack thereof) may result in response being declared non-responsive and will not be considered further. If already awarded, may result in cancellation of a purchase and/or contract as a result of your response.

Check one of the following, as it applies to your firm and this request. Use additional forms if needed:

- ☐ **No known relationship exists.** *If this box checked, skip to signature and firm information at bottom of form.*
- ☐ **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.*

Elected Official name and position:	
Amount/Value of Contribution:	
Date and description of Contribution:	
List other Relationship Type and name of City Employee/Official:	

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; 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 state [City] employee to transact business with the agency 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. Transacting business is defined as selling real property, personal property, or services, or purchasing surplus real or personal property.

Firm's Full Legal Name:
(PLEASE TYPE OR PRINT)

Authorized Signature:

Printed Name and Title of Person
Signing:

Date:

Firm's Address:

Contact's Email Address:

**This form must be completed in its entirety, signed by the firm's authorized signer and returned with your response in order for the response to be eligible for consideration.*

Affidavit Verifying Contractor Participation in Federal Work Authorization Program (E-Verify/I-9)



GEORGIA

AFFIDAVIT VERIFYING CONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

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 (GA)** 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 (E-Verify) User Identification Number

Date of Authorization

Name of Contractor

Name of Project

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

Executed on _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

Request for Taxpayer Identification Number and Certification

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.																																																							
Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.																																																								
	2 Business name/disregarded entity name, if different from above																																																								
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶																																																								
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)																																																								
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)																																																							
	6 City, state, and ZIP code																																																								
	7 List account number(s) here (optional)																																																								
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.																																																									
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="11" style="text-align: center;">Social security number</td></tr><tr><td style="width: 2.5%;"> </td><td style="width: 2.5%;"> </td><td style="width: 2.5%;"> </td><td style="width: 2.5%;"> </td><td style="width: 2.5%;"> </td><td style="width: 2.5%;"> </td><td style="width: 2.5%;"> </td><td style="width: 2.5%;"> </td><td style="width: 2.5%;"> </td><td style="width: 2.5%;"> </td><td style="width: 2.5%;"> </td></tr><tr><td colspan="11" style="text-align: center;">or</td></tr><tr><td colspan="11" style="text-align: center;">Employer identification number</td></tr><tr><td style="width: 2.5%;"> </td><td style="width: 2.5%;"> </td><td style="width: 2.5%;"> </td><td style="width: 2.5%;"> </td><td style="width: 2.5%;"> </td><td style="width: 2.5%;"> </td><td style="width: 2.5%;"> </td><td style="width: 2.5%;"> </td><td style="width: 2.5%;"> </td><td style="width: 2.5%;"> </td><td style="width: 2.5%;"> </td></tr></table>			Social security number																						or											Employer identification number																					
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.																																																									
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 15%;">Sign Here</td><td style="width: 60%;">Signature of U.S. person ▶</td><td style="width: 25%;">Date ▶</td></tr></table>			Sign Here	Signature of U.S. person ▶	Date ▶																																																				
Sign Here	Signature of U.S. person ▶	Date ▶																																																							
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/irv9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: • Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.</i> By signing the filled-out form, you: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See <i>What is FATCA reporting?</i> on page 2 for further information.																																																									
Cat. No. 10231X Form W-9 (Rev. 12-2014)																																																									

Affidavit Verifying Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9) (Prime contractor to retain on file)



AFFIDAVIT VERIFYING SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

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 (contractor) on behalf of the **City of Alpharetta (GA)** 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 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 (E-Verify) User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

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

Executed on _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires

Affidavit Verifying Sub-Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9) *(Prime contractor to retain on file)*



AFFIDAVIT VERIFYING SUB-SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

By executing this affidavit, the undersigned sub-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 for _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (contractor) on behalf of the **City of Alpharetta (GA)** 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 sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of receipt of any affidavit from a sub-subcontractor to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract).

Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization (E-Verify) User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

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

Executed on _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires

100% Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that, _____,
as Principal, hereinafter call **CONTRACTOR**, and _____,
a corporation organized and existing under the laws of the State of Georgia, hereinafter call **Surety**, are held and firmly bound unto CITY OF ALPHARETTA, GEORGIA, as obligee, hereinafter call **CITY**, in the amount of _____ (\$) for the payment whereof **CONTRACTOR** and **Surety** bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly be these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____, 201____, entered into a contract with **CITY** for:

WEBB BRIDGE PARK ARTIFICIAL TURF REPLACEMENT including, but not limited to, all labor, materials, and equipment for the demolition and removal of existing artificial turf, any necessary sub-surface maintenance or repair, installation of new artificial turf, and site clean-up for the soccer field located at Webb Bridge Park, 4780 Webb Bridge Road, Alpharetta, GA 30005.

in accordance with drawings and specifications prepared by **CITY**, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if **CONTRACTOR** shall promptly and faithfully perform said Contract, then this obligation shall be null and void, otherwise it will remain in full force and effect.

The **Surety** hereby waives notice of any alteration or extension of time made by the **CITY**.

Whenever **CONTRACTOR** shall be, and declared by **CITY** to be in default under the Contract, the **CITY** having performed **CITY**'s obligation thereunder, the **Surety** may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by **Surety** of the lowest bidder, or, if the **CITY** elects, upon determination by the **CITY** and **Surety** jointly of the lowest responsible bidder, arrange for a Contract between such Bidder and the **CITY**, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contract of Completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the **Surety** may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price", as used in this paragraph shall mean the total amount payable by **CITY** to **CONTRACTOR** under the Contract and any amendments hereto, less the amount properly paid by **CITY** to **CONTRACTOR**.

100% Performance Bond

Page 2 of 2

No action can be instituted on this bond after one year from the completion of the Contract and the acceptance by the **CITY** of the work thereunder.

Signed and sealed this _____ day of _____, 201____ .

In the presence of:

Contractor: _____

Witness By: _____ (Seal)

Surety: _____

Witness By: _____ (Seal)
Georgia Representative

Surety Contact Information:

Address: _____

Phone: _____

Fax: _____

Email: _____

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.

100% Labor and Material Payment Bond

KNOW ALL MEN BY THESE PRESENTS: that, _____,
as Principal, hereinafter call **CONTRACTOR**, and _____,
a corporation organized and existing under the laws of the State of Georgia, hereinafter call **Surety**, are held and firmly bound unto CITY OF ALPHARETTA, GEORGIA, as oblige, hereinafter call **CITY**, in the amount of _____ (\$) for the payment whereof **CONTRACTOR** and **Surety** bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly be these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____, 201____, entered into a contract with **CITY** for:

WEBB BRIDGE PARK ARTIFICIAL TURF REPLACEMENT including, but not limited to, all labor, materials, and equipment for the demolition and removal of existing artificial turf, any necessary sub-surface maintenance or repair, installation of new artificial turf, and site clean-up for the soccer field located at Webb Bridge Park, 4780 Webb Bridge Road, Alpharetta, GA 30005.

in accordance with drawings and specifications prepared by **CITY**, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that if **CONTRACTOR** shall promptly make payment to all claimants as is herein below defined, for all labor and materials used or reasonably required for use in the performance of the Contract, this obligation shall be null and void; otherwise it shall remain in full force and effect subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the **CONTRACTOR** or with a Subcontractor of the **CONTRACTOR** for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include that part of water, gas, power, light, heating oil, gasoline, telephone service, rental of equipment, or repair of equipment directly applicable to the Contract.
2. The above-named **CONTRACTOR** and **Surety** hereby jointly and severally agree with the **CITY** that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The **CITY** shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - A. Unless claimant, other than one having a direct contract with the **CONTRACTOR**, shall have given written notice to any two of the following: the **CONTRACTOR**, the **CITY**, or the **Surety** above-named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the

100% Labor And Material Payment Bond**Page 2 of 3**

last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the **CONTRACTOR**, the **CITY**, or the **Surety**, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer.

B. After one year from the completion of the Contract and the acceptance by **CITY** of the Work thereunder; it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

C. Other than in a state court of competent jurisdiction in and for the **CITY** or other political subdivision of the State in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by **Surety** for mechanics' liens which may be filed on record against improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____, 201____.

In the presence of:

Contractor:_____

Witness

By:_____ (Seal)

Surety:_____

Witness

By:_____ (Seal)
Georgia Representative

100% Labor And Material Payment Bond

Page 3 of 3

Surety Contact Information:

Address: _____

Phone: _____
Fax: _____
Email: _____

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.

Final Affidavit

TO: CITY OF ALPHARETTA, GEORGIA

I, _____, hereby certify that all suppliers of materials, equipment and service, Subcontractors, mechanics, and laborers employed by _____ or any of their Subcontractors in connection with the Work of:

WEBB BRIDGE PARK ARTIFICIAL TURF REPLACEMENT including, but not limited to, all labor, materials, and equipment for the demolition and removal of existing artificial turf, any necessary sub-surface maintenance or repair, installation of new artificial turf, and site clean-up for the soccer field located at Webb Bridge Park, 4780 Webb Bridge Road, Alpharetta, GA 30005.

in the CITY OF ALPHARETTA have been paid and satisfied in full as of _____, 201____, and that there are no outstanding obligations or claims of any kind for the payment of which **CITY** on the above named project might be liable, or subject to, in any lawful proceeding at law or in equity.

Signature

Title

Personally appeared before me this _____ day of _____, 201____.

_____, who under oath deposes and says: that they are of the firm of _____; that they have read the above statement; and that to the best of their knowledge and belief same is an exact true statement.

Notary Public

My Commission Expires

Local Vendor Certification Form

City of Alpharetta

Local Vendor Certification Form



Finance Department
2 Park Plaza
Alpharetta, GA 30009
Phone: 678-297-6094
Fax: 678-297-6063
www.alpharetta.ga.us

The City of Alpharetta has enacted an Alpharetta Vendor Preference (a.k.a. Local Vendor Preference) which applies to all formal procurements between \$50,000.01 and \$500,000.00 excluding Public Works Construction Projects (\$100,000.00 and greater), grant funded projects, and other exceptions as set forth in Section III(E) of the Alpharetta Purchasing Policy.

Invitation to Bid (ITB): An Alpharetta Vendor will be given preference in contract award if their responsive and responsible bid is within 3% of the low-bid offered by a non-Alpharetta vendor.

Request for Proposal (RFP): An Alpharetta Vendor will be provided a preference of 3% as an evaluation criterion.

Alpharetta Vendors must submit this form with their ITB/RFP to receive the preference.

Qualifications

A person or business entity must meet ALL of the following criteria to qualify as an Alpharetta Vendor. Please check all that apply.

- Has a permanent place of business with full-time employee(s) within City limits for a minimum of six months prior to the issuance date of any formal solicitation to which the business will be responding. The permanent place of business must distribute goods/services and cannot be a post office box or a residence.
- ☐ Has a valid business license from the City.
- ☐ Is not delinquent on any taxes/fees owed to the City (e.g. property taxes, business license fees, false alarm fees, etc.).

Certification

Business/Company Name:

Current Business/Company Address:

If the business has been located at the above address for less than six months, please provide the previous physical address below.

Previous Business/Company Address:

The place of business identified above employs the following number of full-time employee(s):

City of Alpharetta Business License #

Please provide a copy of you current City of Alpharetta Occupational Tax Certificate Business Registration (a.k.a. Business License) with your ITB/RFP response.

Business Representative Approval/Contact Information

Name (print):

Position Title:

Signature:

Date:

Phone #:

E-mail:

This Section is for City Use Only

Qualifications Verification:

Date:

Notice of "No Bid" Form

CITY OF ALPHARETTA NOTICE OF "NO BID"



Finance Department
2 Park Plaza
Alpharetta, GA 30009
P: (678) 297-6052
F: (678) 297-6093
purchasing@alpharetta.ga.us

SOLICITATION # _____ CLOSING/DUE DATE _____

IMPORTANT NOTICE – Please read

It is important to the City of Alpharetta to receive a reply from all invited bidders. There is no obligation to submit a bid, quotation, or proposal.

INSTRUCTIONS:

If you are unable, or do not wish to participate on this bid, quotation, or proposal, please complete this form in full and forward to the City's procurement division at the contact information provided below.

State your reason for not participating by checking the applicable space(s) or by explaining briefly in the space provided. If submitting a Notice of "No Bid", it is not necessary to return any other bid/quotation/proposal information in connection with this solicitation.

1. We do not manufacture/supply the commodity _____
2. We do not manufacture/supply to the specification _____
3. Cannot handle due to present work load _____
4. Quantity/job too large _____
5. Quantity/job too small _____
6. Cannot meet delivery/completion requirements _____
7. Agreements with distributors/dealers do not permit us to sell direct _____
8. Licensing restrictions _____

Other reasons/additional comments: _____

Do you wish to bid on these goods/services in the future? Yes _____ No _____

Firm Name _____

Firm Address _____

Signature of Person Authorized to Bind this Firm _____

Date _____

Typed or Printed Name and Title _____

Phone Number and E-mail Address _____

Email, Fax, or Mail to the Procurement Agent in charge of this solicitation at the contact number/address listed in Section 1.0. Mark the correspondence as "Notice of No Bid".

APPENDIX B: CITY OF ALPHARETTA TAX FORMS

ST-5 (Rev. 10/2016)



STATE OF GEORGIA DEPARTMENT OF REVENUE SALES TAX CERTIFICATE OF EXEMPTION GEORGIA PURCHASER

To:

SUPPLIER

DATE

SUPPLIER'S ADDRESS

CITY

STATE

ZIP CODE

THE UNDERSIGNED HEREBY CERTIFIES that all tangible personal property purchased or leased after this date will qualify for tax-free or tax exempt treatment as indicated below. (Check the Applicable Box)

- ☐ 1. Purchases or leases of tangible personal property or services for **RESALE ONLY**. O.C.G.A. § 48-8-30. A sales and use tax number is required unless the purchaser is one of the following: church, qualifying tax exempt child caring institution, tax exempt parent-teacher organization or association, private school (grades K-12), nonprofit entity raising funds for a public library, member councils of the Boys Scouts of America or Girl Scouts of the U.S.A. **TAX-FREE TREATMENT DOES NOT EXTEND TO ANY PURCHASE TO BE USED BY THE PURCHASER, INCLUDING ITEMS THE PURCHASER WILL DONATE.** O.C.G.A. §§ 48-8-3(15), (39), (41), (56), (59), (71).
- ☒ 2. Purchases or leases of tangible personal property or services made by the United States government, the state of Georgia, any county or municipality of this state, fire districts which have elected governing bodies and are supported in whole or in part by ad valorem taxes, or any bona fide department of such governments when paid for directly to the seller by warrant on appropriated government funds. A sales and use tax number is not required for this exemption. O.C.G.A. § 48-8-3(1).
- ☐ 3. Sales of tangible personal property and services made to the University System of Georgia and its educational units, the American Red Cross, a Community Service Board located in this state, Georgia Department of Community Affairs Regional Commissions, or specific qualified authorities provided with a sales tax exemption under Georgia law. A sales and use tax number is not required for this exemption. O.C.G.A. §§ 37-2-6.1(d), 48-8-3(8), 50-8-44.
- ☐ 4. The sale, use, consumption, or storage of materials, containers, labels, sacks, or bags used for packaging tangible personal property for shipment or sale. Materials purchased at a retail establishment for consumer use are not exempt. A sales and use tax number is not required for this exemption. O.C.G.A. § 48-8-3(94).
- ☐ 5. Aircraft, watercraft, motor vehicles, and other transportation equipment manufactured or assembled in this state when sold by the manufacturer or assembler for use exclusively outside this state and when possession is taken from the manufacturer or assembler by the purchaser within this state for the sole purpose of removing the property from this state under its own power when the equipment does not lend itself more reasonably to removal by other means. A sales and use tax number is not required for this exemption. O.C.G.A. § 48-8-3(32).
- ☐ 6. The sale of aircraft, watercraft, railroad locomotives and rolling stock, motor vehicles, and major components of each, that will be used principally to cross the borders of this state in the service of transporting passengers or cargo by common carriers and by carriers who hold common carrier and contract carrier authority in interstate or foreign commerce under authority granted by the United States Government. Replacement parts installed by carriers in such aircraft, watercraft, railroad locomotives and rolling stock, and motor vehicles that become an integral part of the craft, equipment, or vehicle are also exempt. The exemption does not extend to private or contract carriers. O.C.G.A. § 48-8-3(33)(A).
- ☐ 7. Purchases or leases of tangible personal property or services made by the Federal Reserve Bank, a federally chartered credit union, or a credit union organized under the laws of this state. A sales and use tax number is not required for this exemption. 12 U.S.C. §§ 531, 1768 § 1768; O.C.G.A. § 48-6-97.

Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, this certificate is true and correct and made in good faith, pursuant to the sales and use tax laws of the State of Georgia. Further, I understand that any tangible personal property obtained under this certificate is subject to sales and use tax if the purchaser uses or consumes the property in any manner other than indicated above.

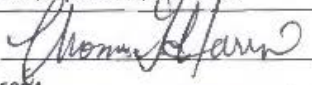
Purchaser's Name: City of Alpharetta, Georgia

Sales Tax Number: 301-682441

(IF REQUIRED)

Purchaser's Type of Business: Municipality

Purchaser's Address: 2 Park Plaza, Alpharetta, GA 30009

Printed Name and Signature:  Thomas G. Harris Title: Finance Director

Telephone Number: 678-297-6094

Email: tharris@alpharetta.ga.us

Supplier must secure and maintain one properly completed certificate of exemption from each purchaser making purchases without the payment of tax.

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.																																																		
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. City of Alpharetta																																																				
2 Business name/disregarded entity name, if different from above																																																				
Print or type See Specific Instructions on page 2.	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☒ Other (see instructions) ▶ Governmental Entity (Tax Exempt)																																																			
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 3 Exemption from FATCA reporting code (if any) C (Applies to accounts maintained outside the U.S.)																																																			
	5 Address (number, street, and apt. or suite no.) 2 Park Plaza																																																			
	6 City, state, and ZIP code Alpharetta, GA 30009																																																			
	7 List account number(s) here (optional)																																																			
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="10" style="text-align: center;">Social security number</td></tr><tr><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td></tr><tr><td colspan="10" style="text-align: center;">or</td></tr><tr><td colspan="10" style="text-align: center;">Employer identification number</td></tr><tr><td style="width: 25%;">5</td><td style="width: 25%;">8</td><td style="width: 25%;"> </td><td style="width: 25%;">6</td><td style="width: 25%;">0</td><td style="width: 25%;">1</td><td style="width: 25%;">4</td><td style="width: 25%;">5</td><td style="width: 25%;">4</td><td style="width: 25%;"> </td></tr></table>			Social security number																				or										Employer identification number										5	8		6	0	1	4	5	4	
Social security number																																																				
or																																																				
Employer identification number																																																				
5	8		6	0	1	4	5	4																																												
Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 20%;">Sign Here</td><td style="width: 40%;">Signature of U.S. person ▶ <i>Thomas L. Harro</i></td><td style="width: 40%;">Date ▶ <i>4/9/15</i></td></tr></table>			Sign Here	Signature of U.S. person ▶ <i>Thomas L. Harro</i>	Date ▶ <i>4/9/15</i>																																															
Sign Here	Signature of U.S. person ▶ <i>Thomas L. Harro</i>	Date ▶ <i>4/9/15</i>																																																		
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: • Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.</i> By signing the filled-out form, you: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See <i>What is FATCA reporting?</i> on page 2 for further information.																																																				
Cat. No. 10231X		Form W-9 (Rev. 12-2014)																																																		

APPENDIX C: DEFINITIONS OF CERTAIN TERMS

The intent and meaning of the following terms, which may be used throughout the RFP process, shall be interpreted as follows:

Bid: the response submitted by a Bidder to an Invitation to Bid (ITB) to provide goods or services at the prices quoted.

Bidder: One who submits a response to an ITB.

Bonds:

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the bidder will not withdraw the bid. The bidder will furnish bonds in the required amount and if the contract is awarded to the bonded bidder, the bidder will accept the contract as bid, or else the surety will pay a specific amount. A Bid Deposit may be accepted in lieu of the Bid Bond.

Labor and Materials Bond (Payment Bond): A financial or contractual instrument, issued by a surety that guarantees that subcontractors will be paid for labor and materials expended on the contract. Acceptable forms of payment bonds may include cashier's check, certified check, or irrevocable letter of credit issued by a financial institution; a surety or blanket bond; United States Treasury bond; or certificate of deposit.

Performance Bond: An instrument executed, subsequent to award, by a successful bidder that protects the public entity from loss due to the bidder's inability to complete the contract as agreed. A risk mechanism that secures the fulfillment of all contract requirements. *May be referred to as a Completion Bond.*

Contract: the formal written agreement executed by the City and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work/Services and the basis of payment.

Contract Documents: collectively refer to the ITB, RFP, or RFQ as issued by the City and including all appendices attached, referenced, and/or incorporated in the request; addenda; and Bid or proposal of awarded contractor including any amendments thereto.

Contractor: the successful Bidder or Offeror to whom (or which) a contract resulting from the ITB, RFP, or RFQ is awarded by the City, and who (or which) has executed a formal written contract with the City to furnish goods, services, or construction for an agreed upon price.

DOAS: The State of Georgia's Department of Administrative Services.

Ineligible Vendor List: List maintained by the procurement team of vendors that are not eligible to provide any commodities or services to the City due to non-performance (see Penalties for Non-Performance section for more information). The length of time a vendor remains on the Ineligible Vendor List is dependent upon the severity of the performance problem(s), not to exceed three years

Invitation to Bid (also known as ITB, Competitive Sealed Bids, Request for Bids, or Bid): The method of procurement when the cost of goods and/or services is \$25,000.01 or greater, where there are clear and defined specifications available, and where cost is the primary basis of award. Evaluation is based solely on the response to the criteria set forth in the Bid document. This process does not include discussion or negotiations with bidders.

Legal Organ: The local newspaper selected for the posting of legal notices and advertisements for the City to reach the most citizens in an economical manner. At the time of this publication, our legal organ is the Alpharetta-Roswell Revue & News.

NIGP: National Institute of Governmental Purchasing whose mission is to develop, support and promote the public procurement profession through premier educational and research programs, professional support, and advocacy initiatives that benefit members and constituents.

Offeror: One who submits a response to a Request for Proposal (RFP).

Procurement Agent: Procurement team member representing the primary public contact for these procurement processes: facilitating, issuing, and receiving Bids, Proposals, and Statements of Qualifications.

Procurement Officer: Director of Finance or his/her designee.

Project: the entire services, function, construction, work product, improvement, repairs, deliverables, and/or goods to be performed, provided, and/or supplied as set forth in the ITB, RFP, or RFQ and the Contract Documents and as generally described in the title to this ITB, RFP, or RFQ.

Proposal: a document submitted by an Offeror in response to an RFP to be used as the basis for evaluation, for negotiations, for entering into a contract.

Request for Proposals (also called RFP, Formal Sealed Proposal, or Proposal): The method of procurement when the cost of goods and/or services is \$25,000.01 or greater and where the Competitive Sealed Bid method is neither practical nor advantageous and cost is not the primary consideration. This process does provide for the negotiation of terms, including price, prior to contract award.

Request for Qualifications (also called RFQ, Request for Qualified Contractors, or RFQC): The Formal Request for Qualifications is a prequalification process used to obtain statements of qualifications from contractors prior to issuing the solicitation. An RFQ is often Step 1 of a two-step process followed by an RFP or ITB to be issued only to Providers/Suppliers determined to be Qualified Providers/Suppliers.

Responsible: The contractor has the capacity in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, facilities, equipment, and credit which will assure good faith performance. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

Responsive: The contractor has submitted a Bid/Proposal that conforms in all material respects to the requirements stated in the solicitation document, including all form and substance.

Scope of Work/Project: A detailed, written description of the contractual requirements for materials and services contained within a Competitive Sealed Bid/ Request for Proposal. A well-conceived and clearly written scope serves many purposes including:

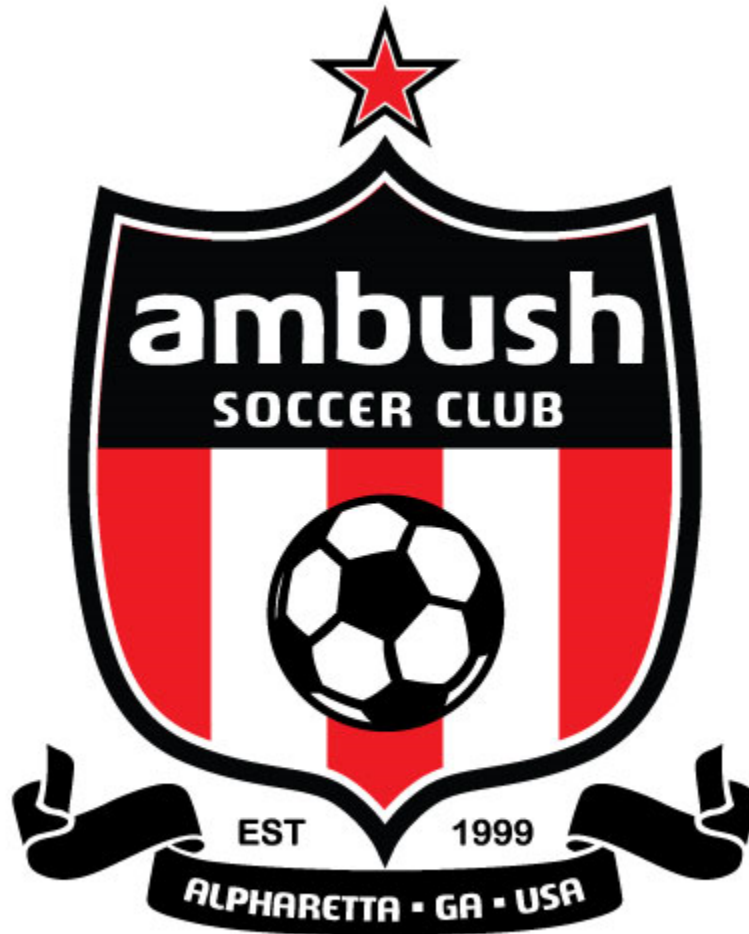
- Establishing a clear understanding of what is needed;
- Encouraging competition in the marketplace and promoting economic stimulus;
- Satisfying a critical need of government; and
- Obtaining the best value for the taxpayer.

Specifications: A precise description of the physical or functional characteristics of a product, good, or construction item. A description of goods and/or services. A description of what the purchaser seeks to buy and what a bidder must be responsive to in order to be considered for award of a contract. Specifications generally fall under the following categories: design, performance, combination (design and performance), brand name or approved equal, qualified products list and samples. May also be known as a purchasing description.

Statement of Qualifications (also called SOQ): Response to an RFQ which includes the qualifications of the contractor to provide or supply the requested services.

Work: the furnishing of all labor, materials, equipment, superintendence, and other incidentals necessary or convenient to the successful completion of the Project, including the performance of all services and requirements set forth in the ITB, RFP, or RFQ hereof as the Scope of Work or Specification (in accordance with the specifications provided therein), and the carrying out of all obligations, duties, and responsibilities imposed by the Contract Documents in the provision thereof.

APPENDIX D: AMBUSH SOCCER CLUB LOGO

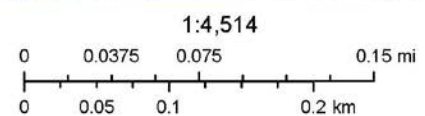


APPENDIX E: WEBB BRIDGE PARK MAP

Webb Bridge Park Artificial Turf Field Replacement



June 9, 2017





TurfCare TCA1400

For the cleaning and maintenance of sand and rubber filled artificial turf surfaces

The ground driven TurfCare TCA1400 from SMG cleans and maintains the surface of sand and rubber filled synthetic turf pitches. The wheel drive makes the equipment independent from any hydraulic or power shaft drives. Therefore the TurfCare can be pulled by various vehicles such as small compact tractors or quads.



The rotary brush straightens up the turf fibres and in the same process, gathers up all kind of dirt particles. The working depth can be precisely set and locked via two adjusting spindles. The two screens act as dirt trays. The vibrating screen can be precisely adjusted with variable settings from 4 - 10 mm depending on the degree of pollution and the grid size of the infilling material.

For the pass of narrow doorways the two transport rollers can be fold out and the tow bar can be raised up. A trailing brush row levels the infilling material and with a gentle action, lightly works it back into the artificial turf.



Drag brush row and draw bar can be fold up



Adjusting spindles for working depth and tow bar



Vibrating screen continuously adjustable from 4 - 10 mm



Fold-out transport rollers for transverse drive



Tines for the gentle loosening of the infill material

**Recommended
accessories for
TCA 1400**



FloorTest FT50
Page 87



Leaves blower
Page 86



Gloves
Page 89

Chassis	Laser-cut steel frame construction, plastic-coated
Working Width	1.400 mm
Weight	170 kg
Dimensions	L 1.800 x W 1.800 x H 550 mm

Subject to technical alterations



City Council Meeting STAFF REPORT

Submitting Department: Information Technology

Submitted By: Randy Bundy

Meeting Date: August 21, 2017

I. AGENDA ITEM TITLE: CADASTRAL CONVERSION SERVICES (GIS PARCEL CORRECTIONS)

II. RECOMMENDATION:

Please award RFP 17-111 (Cadastral Conversion Services) to Atlas Geographic Data Inc. in an amount not to exceed \$81,700.00 and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: \$81,700.00

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
GIS Parcel Correction/Cadastral Conversion Services (30117400-542400-C1809)	\$80,000.00
GIS Aerial Mapping (30117400-542400-C1000)	\$1,700.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
-	\$0.00
-	\$0.00

IV. REPORT IN BRIEF:

RFP 17-111 solicited cadastral conversion services to improve GIS analytics with better location context, accuracy, and interactivity. Specific scope goals include:

- * Match parcel boundaries with zoning boundaries;
- * Match parcel boundaries with land-use boundaries;
- * Determine and display accurate right-of-ways;
- * Determine accurate greenway boundaries;
- * Accurate measurements for area and linear features of parcels and right-of-ways;
- * Accurate parcel based analysis;
- * Accurate municipal boundaries;
- * Improve positional accuracy; and
- * Improve consistency with parcel boundaries and aerial photography.

RFP 17-111 was issued on May 11, 2017, with a due date of June 15, 2017. Four vendor proposals were received:

- * APEX Advanced Technology LLC
- * Atlas Geographic Data Inc.
- * Byers Engineering Co.
- * MNC

An Evaluation Committee composed of members of the Information Technology Department met on July 24, 2017 to discuss their review findings and rank each proposal based on the criteria set forth in the RFP including:

Phase 1

- 22% Comparable Experience
- 20% Project Team Qualifications
- 30% Approach to Project
- 25% Cost
- 3% Local Vendor Preference

Phase 2

- 100% Interview

The Evaluation Committee unanimously scored Atlas as the most qualified vendor for this project. Additionally, Atlas provided the second lowest cost submission. The Evaluation Committee rankings were as follows on a scale of 1 to 5 (with 5 being the highest):

- * 4.32 Atlas Geographic Data Inc.
- * 2.62 APEX Advanced Technology LLC
- * 2.02 MNC
- * 1.22 Byers Engineering Co.

Atlas has significant experience with cadastral conversions services including the detailed scope set forth in RFP 17-111 and is currently doing similar work for the City of Atlanta and recently completed similar work for the City of Marietta, Cobb County, and DeKalb County.

Staff has met with representatives of Atlas and is confident they have the experience and qualifications to meet the city's expectations. Upon approval, this project is expected to be completed within 12-months from the notice-to-proceed.

V. ALTERNATIVES:

None

VI. ATTACHMENTS:

GIS Cadastral Conversion, GIS Cadastral Conversion Evaluation, GIS Cadastral Conversion Atlas

**CITY OF ALPHARETTA
REQUEST FOR PROPOSALS (RFP)
(THIS IS NOT AN ORDER)**



Finance Department
2 Park Plaza
Alpharetta, GA 30009
P: (678) 297-6052
F: (678) 297-6093
purchasing@alpharetta.ga.us

RFP TITLE:	CADASTRAL CONVERSION SERVICES
RFP #:	17-111
RFP RESPONSE DUE DATE/TIME:	JUNE 15, 2017 10:00 AM
RFP ISSUE DATE:	MAY 11, 2017
NUMBER OF PAGES:	51

CONTACT INFORMATION

Procurement Agent and RFP Contact:

City of Alpharetta
Finance Department
Budget & Procurement Team
2 Park Plaza
Alpharetta, GA 30009

Abigail (Abby) Shipp

Phone: 678-297-6052
FAX: 678-297-6093
Email: purchasing@alpharetta.ga.us
Website: <https://www.ebidexchange.com/alpharetta>

INSTRUCTIONS TO OFFERORS: CITY HALL HOURS OF OPERATION FOR RECEIPT OF DELIVERIES: MON-THURS 8:30 AM – 5:00 PM;
FRI 8:30 AM – 4:30 PM

RETURN SEALED PROPOSAL TO:

CITY OF ALPHARETTA
FINANCE DEPARTMENT
CITY HALL 1ST FLOOR GREETER STATION
2 PARK PLAZA
ALPHARETTA, GA 30009
ATTN: ABIGAIL SHIPP

EXTERIOR OF SEALED ENVELOPE/PACKAGE MUST NOTE:

Offeror's Name and Address
RFP Title & Number as noted on top of this page
RFP Due Date & Time as noted on top of this page
(or as may be changed by Official Written Addendum)

SPECIAL INSTRUCTIONS:

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH EACH RESPONSE

By signing and returning this form with a Proposal, the authorized signer and represented firm have read, understand, and agree to information within this Request for Proposals:

Firm/Offeror Name:

Firm/Offeror Mailing Address:

Firm/Offeror Phone Number(s):

Firm/Offeror FAX Number(s):

Email Address for Offeror's Contact:

Authorized Offeror Signature:

Printed Name of Signer:

Offeror Federal I.D. Number:

Offeror DUNS Number:

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SCHEDULE OF EVENTS

EVENT

DATE

RFP Issue Date	May 11, 2017
Deadline for Receipt of Written Questions.....	May 26, 2017 4:00 PM
Deadline for Posting of Written Answers	June 9, 2017 4:00 PM
RFP Response (Proposal) Due Date/Time.....	June 15, 2017 10:00 AM

CITY HALL HOURS OF OPERATION FOR RECEIPT OF DELIVERIES:

Monday – Thursday 8:30 AM – 5:00 PM;
Friday 8:30 AM – 4:30 PM

(All time references in this document are understood as local, Eastern Time for our City, Alpharetta, GA.)

SECTION 1: RFP INSTRUCTIONS

1.0 Single Point of Contact

- Offerors are not allowed to communicate with any City of Alpharetta or City of Milton staff or elected officials regarding this procurement, except for communication with or at the direction of the City Procurement Agent in charge of this solicitation as designated by the City Procurement Officer and, if applicable, authorized communications at the Pre-Proposal Conference.
- Any unauthorized contact may disqualify the Offeror from further consideration.
- Contact information for the single point of contact is as follows:

Procurement Agent: Abigail (Abby) Shipp
 Address: City of Alpharetta
 Finance Department
 Budget and Procurement Team
 2 Park Plaza
 Alpharetta, GA 30009
 Telephone Number: 678-297-6052
 Fax Number: 678-297-6093
 E-mail Address: purchasing@alpharetta.ga.us

1.1 Required Review

1.1.1 Definitions of Certain Terms: *Appendix C of this document contains definitions to a list of procurement terms that may be used in the RFP and procurement process. Offerors are encouraged to review these terms for intent and meaning used throughout the RFP and contracting process.*

The City also offers a Vendor Guide containing information about doing business with our City. Among other information, the Guide contains definitions to terms used in the procurement processes along with the basic steps within each process. The Guide can be found online at <https://www.ebidexchange.com/alpharetta>.

1.1.2 Review of RFP: Offerors should carefully review this RFP in its entirety including all instructions, requirements, specifications, and terms/conditions and promptly notify the Procurement

Agent, identified above, in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error that may be discovered upon examination of this RFP.

1.1.3 Addenda: The City may revise this RFP by issuing an addendum prior to the RFP Response (Proposal) Due Date/Time. The addendum will be posted on the City of Alpharetta website alongside the posting of the RFP at <https://www.ebidexchange.com/alpharetta>. Any publicly issued addendum will become part of the bid documents and subsequent contract.

- Offerors must sign and return any addendum acknowledgement page with their RFP Proposal response.
- Failure to submit Proposal in accordance with an addendum may be cause for rejection.
- In unusual circumstances, the City may postpone an opening/due date and time in order to notify vendors of an addendum and to give Offerors sufficient time to respond to the addendum.
- It is the Offeror's responsibility to review the Schedule of Events and the web page for additional documents and/or addenda issued for this project.

1.1.4 Form of Questions: Offerors with questions, requiring clarification, or interpretation of any section within this RFP must address these questions in writing using the question tab and entry field found within the solicitation posting at <https://www.ebidexchange.com/alpharetta>. Registration and login is required to view documents, ask questions, and view the City's responses.

- Questions must be received by the City on or before **4:00 PM, 05/26/2017**.
- Each question shall be submitted separately.
- Each question must provide clear reference to the section, page, and item in question.
- Questions received after the deadline may not be considered.

1.1.5 City's Answers: The City will provide official written answers to all written questions received on or before Question Deadline noted above in *Section 1.1.4*.

- Answers to questions for clarification can be found within the question tab found within the solicitation posting at <https://www.ebidexchange.com/alpharetta>. Registration and login is required to view documents, ask questions, and view the City's responses.
- All questions will be answered either within the question tab for the solicitation or in an officially posted addendum by or before **4:00 PM, 06/09/2017**.
- Any material changes to the RFP, including changes to the Scope of Project/Specifications, Calendar of Events, etc., will be formally communicated through an addendum that will be added to the solicitation posting, which can be found at <https://www.ebidexchange.com/alpharetta>.
- Offerors must sign and return any addendum acknowledgement page with their proposal (see Section 1.1.3).
- Any other form of interpretation, correction, or change to this RFP will not be binding upon the City.

1.2 This Section Does Not Apply

1.3 Submitting a Sealed Proposal

1.3.1 Failure to Comply with Instructions: The City may choose not to evaluate, may deem non-responsive, and/or may disqualify from further consideration any responses that fail to comply with these instructions, are difficult to understand, are difficult to read, or are missing any requested information.

1.3.2 Standard Forms: Offerors **must** respond to this RFP by completing the standard forms set forth under *Appendix A*. The standard forms include legal requirements that must be met before contract award process commences. See *Appendix A* for further instructions.

1.3.3 Standard Contract: By submitting a response to this RFP, Offerors agree to execute a contract materially incorporating those certain provisions set forth in *Section 7 Terms and Conditions* upon contract award by the City Council. Offerors acknowledge that *Section 7 Terms and Conditions* does not define the total extent of the contract language.

1.3.4 Offeror's Signature:

- The first page of this RFP and any other pages requiring signatures must be signed in ink by an individual authorized to legally bind the legal entity submitting the Proposal and must be submitted with the Response.
- The Offeror's signature on a Proposal in response to this RFP represents, warrants, and guarantees that the prices quoted have been established without collusion and without effort to preclude the City from obtaining the best possible supply or service.
- By signing and submitting a response to this RFP, Offeror acknowledges and agrees that the Offeror has carefully examined and fully understands the provisions and requirements of this RFP; has made a personal examination of the Project site (if applicable); is satisfied as to the actual conditions, specifications/scope of work, and requirements; and hereby agrees that if Offeror's Proposal is accepted, Offeror will enter into a contract with the City of Alpharetta and/or City of Milton and perform same in full conformance with the Contract Documents.
- Proof of authority of the person signing the RFP response must be furnished upon request.

1.3.5 Organization of Proposal: Each proposal must be organized in the order set forth in Section 3 of this RFP. The Original Proposal document and each Proposal document copy shall have tabs separating each response section.

1.3.6 Late Submissions, Withdrawals, and Corrections:

Late Proposal: Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Offeror's sole risk to assure delivery to the receptionist's desk at the designated office by the designated RFP Response (Proposal) Due Date/Time. Late proposals will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested.

Proposal Withdrawal: An Offeror requesting to withdraw their proposal prior to the RFP Response (Proposal) Due Date/Time may submit a letter to the Procurement Agent requesting to withdraw. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm.

An Offeror requesting to withdraw after the proposal has been opened will be required to submit a letter with documented facts supporting the reason for withdrawal within two business days of the opening. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. The Offeror must present clear and convincing evidence that an unintentional error was made. The Procurement Officer or designee will review the withdrawal request and a judgment will be made. Generally, proposal withdrawals after proposal due date/time for reasons other than obvious clerical errors are not permitted.

Proposal Correction: If an error is discovered prior to the opening, the Offeror can submit a corrected proposal. The corrected proposal should be clearly marked that it replaces the proposal originally submitted.

If an obvious clerical error is discovered after the proposal has been opened, the Offeror may submit a letter to the designated Procurement Agent within two business days of opening, requesting that the error be corrected. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. The Offeror must present clear and convincing evidence that an unintentional error was made. The Procurement Officer or designee will review the correction request and a judgment

will be made. Generally, modifications to opened proposals for reasons other than obvious clerical errors are not permitted.

1.3.7 Notice of “No Bid”: It is important to the City of Alpharetta to receive a reply from all invited Offerors. There is no obligation to submit a bid, quotation, or proposal; however, if you are unable or do not wish to participate in this RFP and this “Notice of No Bid” is not executed and returned, your firm may be deleted from our list of qualified bidders/Offerors. This form is located in *Appendix A* (Standard Forms).

1.4 Cost of Preparing a Proposal

1.4.1 City Not Responsible for Preparation Costs: The costs for developing and delivering Proposals, responses, or submissions to this RFP and any subsequent presentations of the Proposal as requested by the City are entirely the responsibility of the Offeror. The City is not liable for any expense incurred by the Offeror in the preparation and presentation of their Proposal.

1.4.2 All Timely Submitted Materials Become City Property: All materials submitted, including those from awarded Offeror as well as those from unsuccessful Offerors, in response to this RFP become the property of the City and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and Offeror resulting from this RFP process.

1.5 Accessing Procurement Opportunities and Vendor Registration

1.5.1 Accessing Procurement Opportunities Online: Offerors interested in responding to this RFP can locate all associated documents at <https://www.ebidexchange.com/alpharetta>. Registration and login at this eBid Systems site is required to view/download documents and view/ask questions.

1.5.2 Vendor Registration: Offerors may also register as a vendor with the City by going to www.alpharetta.ga.us, select the **Business** dropdown, and then choose **Vendors**. Web based registration is the method of registration used by the City for all transactions such as contracts, purchase orders, payments, etc. An Offeror may submit a Proposal without first entering vendor registration, but online registration is required of an awarded contractor.

1.6 Alpharetta Vendor Preference (a.k.a. Local Vendor)

It is the policy of the City of Alpharetta to invest in the local community when appropriate through securing goods/services from local businesses at competitive pricing and terms. This is to encourage local businesses to compete for City Business for formal procurement with a contract value of \$50,000.01 to \$500,000.00.

To apply for the Alpharetta Vendor Preference the Vendor must meet the following requirements:

- Has a permanent place of business with full-time employee(s) within City limits for a minimum of six months prior to the issuance date of any formal solicitation to which said business is responding;
- The permanent place of business must distribute goods/services and cannot be a post office box or a residence;
- Has a valid business license from the City; and
- Is not delinquent on any taxes/fees owed to the City (e.g. property taxes, business license fees, etc.).

Vendors must complete the **Local Vendor Certification** form located in Appendix A, Standard Forms of this RFP. Every Vendor seeking qualification for local preference must include the completed form and all required documentation noted on the form in the Vendor’s response to this RFP.

SECTION 2: RFP RECEIPT AND EVALUATION PROCESS

2.0 Authority

This RFP is issued under the authority of the City of Alpharetta Procurement Policy and applicable law. The City has the authority to reject any and all Proposals and to waive technicalities and informalities as further set forth in Section 2.3.

2.1 Receipt of Proposals and Public Inspection

2.1.1 Public Information:

Upon receipt of all sealed proposals, only the name of each supplier and the date and time of receipt shall be recorded. No other information will be disclosed nor shall the proposals be considered open record until after council award. All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the council award with the following five exceptions:

1. bona fide trade secrets that have been specifically identified, properly marked, separated, and documented and to which the Bidder has attached an affidavit declaring that such specific information constitutes a trade secret pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated, will not be disclosed; provided however, if the City determines that such specifically identified information does not in fact constitute a trade secret, the City will notify the Bidder of its intent to disclose such information prior to its initial disclosure as required by law;
2. matters involving individual safety, as determined by the City, may be withheld from disclosure;
3. any company financial information in the form of records containing tax matters or tax information that is confidential under state or federal law, which has been requested by the City to determine vendor responsibility, unless prior written consent has been given by the Bidder will not be disclosed;
4. any document or record, or portion thereof, containing information exempt from disclosure pursuant to O.C.G.A. § 50-18-70, et seq., may be withheld from disclosure as determined by the City; and
5. any other document or record, or portion thereof, mandated by law to be kept confidential, as determined by the City.

All open records requests must be presented in writing along with specific items requested. The Open Records Request form is available from the City's main website and requested through the City Clerk's Office.

2.1.2 Procurement Agent's Review of Proposals: The Procurement Agent in charge of the solicitation will open and review the Proposals and separate out any information that meets the referenced exceptions in *Section 2.1.1* above, providing the following conditions have been met:

1. Documents or records containing information that the Offeror wishes to keep confidential must be specifically identified and clearly marked and separated from the rest of the Proposal;
2. The Proposal does not contain any such confidential material in the cost/price section; and
3. An affidavit from the Offeror specifically identifying information as a trade secret and declaring that such information constitutes a trade secret pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated is attached to each separated document or record in the Proposal that Offeror wishes to be kept confidential because it contains trade secrets.

Information separated out under this process will be available for initial review only by the Procurement Officer, Procurement Agent, and limited other designees. Offerors acknowledge that the act of separating out such information by the Procurement Agent does not operate to exempt such information from disclosure as a public record; rather, the disclosure of such information is governed by O.C.G.A. § 50-18-70, et seq. Offerors should be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event an (open records) request is submitted by another party and the City determines that such information is subject to disclosure.

2.2 Classification and Evaluation of Proposals

2.2.1 Classification of Proposals as Responsive and Responsible: All Proposals will initially be classified as either “responsive” or “nonresponsive”.

1. Proposals may be found nonresponsive any time during the evaluation process or during negotiations if
 - any of the required information is not provided;
 - the submitted price is found to be excessive or inadequate; or
 - the Proposal is not within the plans and specifications described and required in the RFP.

Proposals found nonresponsive will not receive further consideration.

2. The Procurement Officer or designee will determine whether an Offeror has met the standards of responsibility – i.e., whether the Offeror has the capability in all respects to perform fully and reliably the requirements of this RFP and resulting contract based on the factors below. Such a determination may be made at any time during the evaluation of a Proposal response if information surfaces that would result in a determination of non-responsibility.
 - If Proposal is found non-responsible, the determination will be in writing, made a part of the procurement file, and mailed to the affected Offeror.

2.2.2 Evaluation of Proposals: The Evaluation Committee will evaluate the remaining proposals and recommend whether to award to the highest-ranking Offeror or, if necessary, to seek discussion/negotiation or a “best and final offer” in order to determine the highest-ranking Offeror.

All responsive proposals will be evaluated based on stated evaluation criteria (*Section 6*). The City shall be the judge of the factors and will make the award in the best interest of the City.

2.2.3 Completeness of Proposals: Selection and award will be based on the Offeror’s Proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested.

2.2.4 Opportunity for Discussion/Negotiation and/or Oral Presentation/ Product Demonstration: After receipt of all proposals and prior to the determination of the award, the City may initiate discussions with one or more Offerors should clarification or negotiation be necessary. Offerors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, Offerors should be prepared to send qualified personnel to the City to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the Offeror’s expense.

2.2.5 Best and Final Offer: The “Best and Final Offer” is an option available to the City under the RFP process which permits the City to request a “best and final offer” from one or more Offerors if additional information is required to make a final decision. Offerors may be contacted asking that they submit their “best and final offer”, which must include any and all discussed and/or negotiated changes.

2.2.6 Evaluation Committee Recommendation for Award: The Evaluation Committee will provide a written recommendation for award to the Procurement Agent that contains the ranking and related supporting documentation for its decision. The Procurement Agent will review the recommendation to ensure its compliance with the RFP process and criteria before concurring with the Evaluation Committee’s recommendation.

2.2.7 Contract Award: Contract award, if any, will be made by City Council upon recommendation from the Evaluation Committee to the highest-ranking Offeror who provides all required documents and successfully completes the negotiation process.

The City may elect to electronically deliver contracts to the awarded contractor for digital signing. Both State of Georgia and Federal law recognize and uphold the use of electronic signatures. DocuSign is the City’s current electronic signature solution allowing users to route and sign contracts and agreements securely.

2.3 City's Rights Reserved

While the City has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the City to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

- cancel or terminate this RFP at any time. A notice of cancellation will be issued on the City's website. If the RFP is cancelled, the City will not reimburse any vendor for the preparation of their Proposal. Proposals may be returned, at Offeror's expense, upon request if unopened;
- reject any or all Proposals, responses, or submissions received in response to this RFP;
- waive and/or amend any technicalities or informalities, or undesirable, inconsequential, or inconsistent provisions or specifications of this RFP which would not have significant impact on any Proposal or submission;
- not award a contract if it is in the best interest of the City not to proceed with contract execution; and
- terminate any contract if the City determines adequate funds are not available.

SECTION 3: SCOPE OF PROJECT/SPECIFICATIONS

3.0 Organization of Proposal

Each proposal must be organized in the order set forth below. Paper Original and Copy sections shall have tabs separating each section. Each Proposal and Copies must be submitted in a sealed envelope/package. Cost Proposal to be within a sealed envelope within the sealed Proposal package.

Sealed Proposal envelope/package must be marked on the exterior with the following:

- Offeror's Name,
 - RFP #,
 - RFP Title, and
 - RFP Response (Proposal) Due Date/Time.
1. Cover Page – Offeror's authorized official to complete, sign, and return with proposal response;
 - a. By submitting a response to this RFP, Offeror acknowledges and agrees that Offeror has carefully examined and fully understands the provisions and requirements of this RFP, has made a personal examination of the site of the proposed work (if applicable), is satisfied as to the actual conditions and requirement of the proposed Work, and hereby proposes and agrees that if Offeror's Proposal is accepted, Offeror will contract with the City in full conformance with the Contract Documents. Offerors should include a listing of any exceptions to *Sections 1, 2, and 7* (including subsections).
 2. Section 3, Scope of Project/Specifications – include all requested documents, information, exceptions, clarifications, etc.
 3. Section 4, Offeror Qualification Requirements – include all requested documents and information
 4. Appendix A, Standard Forms – Complete each of the following as directed on each form, sign, and return with proposal response:
 - a. Disclosure Form – complete, sign, and return with Proposal response;
 - b. E-Verify, Affidavit Verifying Compliance with Illegal Immigration Reform and Enforcement Act, Contractor Affidavit only to be returned with proposal;
 - c. W-9, Request for Taxpayer Identification Number and Certification;
 5. Additional Appendices (ONLY if applicable) – include all requested documents and information
 6. Addenda – if any addenda are formally issued by the City, Offeror must complete, sign, and return Page 1 Addendum Acknowledgement with Proposal acknowledging receipt and adherence to any changes in the RFP.
 7. Section 5 – Cost Proposal and Proposal Price Certification – Offeror's authorized official to complete, sign, and return with proposal as directed below:

- a. Offerors **must** respond to this RFP by utilizing the Cost Proposal form found in *Section 5*. (This form may also be provided as a separate, fillable Excel worksheet.)
- b. Offeror's authorized official to complete, sign, and return Two (2) Copy of the Cost Proposal and Proposal Price Certification in sealed envelopes.
- c. Except in rare cases as described in *Section 1.3.6*, a proposal may not be corrected, withdrawn, or canceled by the Offeror for a 120-day period following the deadline for Proposal submission as defined in the Schedule of Events (RFP Response (Proposal) Due Date/Time), or receipt of best and final offer, if required, and Offeror so agrees in submitting the proposal.
- d. The Cost Proposal form will be used as the primary representation of each Offeror's cost/price, and will be used extensively during proposal evaluations and ranking. Additional information should be included as necessary to explain in detail the Offeror's cost/price.
- e. One Original Cost Proposal shall be submitted within the sealed proposal package in a separate, sealed, opaque envelope marked:
 - Cost Proposal
 - Offeror's Name,
 - RFP #,
 - RFP Name, and
 - Due Date/Time.
- f. Additional Cost proposal sheets shall not be included in proposal original or copies (paper or digital).

3.1 Proposal Copies Required, Deadline for Receipt

1. Each proposal must be received in sealed, opaque packaging.
2. Proposals must be at the location noted below prior to the RFP Response (Proposal) Due Date/Time **10:00 AM, on 06/15/2017**. Each RFP response received must be delivered to this location and Time/Date stamped upon delivery.

City Hall hours of operation for receipt of deliveries:

Monday – Thursday 8:30 am – 5:00 pm;
Friday 8:30 am – 4:30 pm

City of Alpharetta City Hall 1 st Floor Greeter Station 2 Park Plaza Alpharetta, GA 30009 Attn: Abigail Shipp
--

3. Faxed or e-mailed responses to Requests for Proposals are NOT accepted and will not be reviewed.
4. Offerors must submit the following number of copies to the address set forth on the Cover Page:
 - A. **Technical Proposal** (Does Not Include Cost Proposal):
 - **Two (2) Hard Original Copies Unbound** (3-ring binder OK), marked "Original" with original signatures;
 - **Two (2) Hard Copies Unbound** (3-ring binder OK), marked "Copy";
 - **Three (3) Flash Drive Copies.**
 - a. Mark all Flash Drives with Offeror's name and RFP number and title.
 - b. All digital files must be in either (unless otherwise specified within this document):
 - i. Microsoft Office file format or
 - ii. Portable Document Format (PDF).

- c. Use caution in creating the electronic files. If the City is unable to open files due to data-corruption, password or encryption error, etc., the Offeror's proposal may be considered incomplete.
- d. **NOTE:** All digital copies must include exactly the same information as provided in the hard copy "Original".

B. Cost Proposal:

- **Two (2) Hard Original Copies** marked "Original" with original signatures. See *Section 3.0, #7 Cost Proposal and Proposal Price Certification* for complete submittal directions.

3.2 City's Intent

The City of Alpharetta (Alpharetta) is accepting sealed proposals from qualified firms for Cadastral Conversion Services, including, but not limited to, the development of a seamless geodatabase, using ERSI's GIS software products. The primary goal is to correct misaligned, missing, and incorrect boundaries associated with tax parcels within the municipal boundaries of Alpharetta and Milton. The Offeror shall furnish all labor, material, and equipment necessary to complete the project.

Based on review and scoring of Proposals received, each City reserves the right to enter into independent contracts for this project. Furthermore, the Cities reserve the right to retain the services of the Offeror for future maintenance of the parcel boundaries. This option would be at the discretion of each City individually and may result in additional contract(s).

3.3 Background Information

The City of Alpharetta and the City of Milton are located in the northern part of Fulton County. Alpharetta is 27.3 square miles and has approximately 20,500 parcels; Milton is 39.1 square miles and has approximately 13,300 parcels. Fulton County is the repository of parcel boundaries and parcel attributes. The contiguous municipalities rely on the Fulton County parcel boundaries for tax assessments, zoning boundaries, right of way analysis, floodplain reviews, stormwater analysis, etc.

3.4 Project Goals

For each municipality, completion of this project will improve the GIS analytics with better location context, accuracy, and interactivity. By correcting the misalignments, missing, and incorrect boundaries associated with tax parcels in Alpharetta and Milton, the Cities goals are to:

- Match parcel boundaries with zoning boundaries
- Match parcel boundaries with land-use boundaries
- Determine and display accurate right of ways (ROW)
- Determine greenway boundaries
- Accurate measurements for area and linear features of parcels and ROWs
- Accurate parcel based analysis
- Accurate municipal boundaries
- Improve positional accuracy
- Improve consistency with parcel boundaries and aerial photography

Examples of the current issues are available in Appendix D.

3.5 Available Resources

To facilitate the success of the Cadastral Conversion project, the respective Cities shall provide the following items as necessary and if available. All data and other records supplied to the successful Offeror will remain the sole property of the Cities of Alpharetta and Milton. The Offeror shall not, without written consent from the respective municipality, copy or use such records, except to carry out the contracted work.

Upon project completion, the successful Offeror shall return all submitted records to the respective Cities. The Cities are unable to guarantee the completeness or accuracy of the data.

3.5.1 Source Materials

Available Resources	City of Alpharetta	City of Milton
Scanned, Digital, or Paper Plats &/or Surveys	X	X
Municipal Boundary	X	X
Subdivision Boundaries	X	X
Parcel Boundaries	X	X
Annexations	X	N/A
Street Centerlines	X	X
Right of Way Documentation	X	X
2017 Orthographic Imagery	X	X
2016 Orthographic Imagery	X	X
2015 Orthographic Imagery	X	X
2013 Orthographic Imagery	X	N/A
2012 Orthographic Imagery	X	X
Digital Plat Coverage	X	X

Note: It is the Offerors's responsibility to verify the accuracy and completeness of any available resources and to obtain any supplemental documents necessary for the completion of this project.

3.5.2 Disclosure of Sources

The successful Offeror will provide procedures and controls so that no information provided in support of this project will be used for any other purpose or disclosed to any other parties without written consent from each City.

3.5.3 Return of Source Materials

The successful Offeror shall return all source material to Alpharetta and Milton upon completion of the project.

3.6 Statement of Work

The successful Offeror shall be responsible for all aspects of the Cadastral Conversion project, including but not limited to, project management services, development of geodatabases, completion of a pilot project, procurement of any and all needed legal documents and other components, as discussed in the following sections and subsections.

3.7 Project Management

The successful Offeror shall provide the following project management services as a part of this project:

- Kick-Off Meeting
- Project Plan and Schedule
- Project Status Reports
- Project Meetings

3.7.1 Project Kick-Off Meeting

The successful Offeror will schedule a Project Kick-Off Meeting within two (2) weeks of the written Notice to Proceed. Topics to be discussed shall include: a general overview of the project, discussions about the pilot program, and database schema.

3.7.2 Project Plan and Schedule

The successful Offeror shall provide a detailed Project Plan and Schedule, including all tasks and milestones associated with and in accordance with the Scope of Services in this RFP and may result from the Project Kick-Off Meeting. This Project Plan shall detail all resources and documents required of the City of Alpharetta and the City of Milton.

3.7.3 Project Status Report

The successful Offeror will be required to submit to the Cities a written project status report on a bi-weekly basis or as mutually agreed upon at Project Kick-Off Meeting. The Offeror is required to provide an online project status website for the duration of the project that will contain a geospatial representation of the ongoing work being performed. The project status reports must provide the following details:

- Delivery status (to include the # of parcels per municipality)
- Brief summary of any meetings held and phone conversations
- Issues encountered and issues resolved
- Production goals for the next reporting cycle

3.7.4 Project Meetings

The Offeror will be expected to meet in person with representatives from the City of Alpharetta and the City of Milton as listed:

- Project Kick-Off Meeting
- Pilot Project (Delivery/Review/Acceptance)
- Periodic meetings as determined by the cities until project completion and final acceptance

3.8 Parcel Conversion

The geodatabase will include features and attributes that comply with accepted topological validation rules.

Examples would include such things as polygons not having gaps or overlaps and lines with "0" length (unless present on original documents). The Offeror's proposal will provide a generalized description of the major steps in the conversion process.

3.8.1 Spatial Continuity

The data structure will not inhibit the execution of GIS functions (i.e. overlay, buffer and so on) across boundaries or artificial discontinuities (sheet edges, model edges and so on). All features will be verified prior to delivery for proper closure and connectivity.

3.8.2 Data Integrity

Edge matching: All Manuscript maps and digital data must match at the edges both visually and in terms of coordinate location. No edge match tolerance will be allowed. Attributes for adjoining features must also be identical. The Cities will work with the Offeror to assist in resolving current edge match issues in source materials. Incremental delivery units must edge match with previously delivered geographic areas.

- A. Each digital file and/or hardcopy plat or map must be converted as a complete unit within the geodatabase structure. Adjacent or adjoining source data must register to each other.
- B. Connectivity: Where graphic elements visually meet, they must also digitally meet.
- C. Lines that connect polygons must intersect those polygons precisely, that is, every end point must be an intersection point of the respective polygon.
- D. Line Quality: Transitions from straight line to curvilinear line segments shall be smooth, and without angular inflections at the point of intersection. There should be no jags or hoods or zero length segments. Curvilinear graphic features should be smooth with a minimum number of points. When appropriate, line smoothing programs should be used to minimize the angular inflection in curvilinear lines. Any lines that are straight, or should be straight, should be digitized using only two points that represent the beginning and ending points of the line.
- E. Segmentation: The digital representation of linear elements must reflect the visual network structure of the data type.
- F. Point Criteria: All point features shall be digitized as a single X, Y coordinate pair at the visual center of that graphic feature.
- G. Labels and Annotation: All labels and annotations shall be consistent in defined sizes, fonts, levels, angles and offsets as identified in the pilot project.

3.8.3 Precision and Accuracy Standards

The accuracy of the parcel boundaries will be defined based on the source documentation used to produce them. A confidence level or ranking system will be established for each source type and will be part of the attribute developed for each parcel. For example, a parcel created using a projected CAD source may be deemed more accurate than a digitally scanned plat. This ranking system will be finalized in the pilot project phase. If an accurate source document is not available for a given parcel, parcels may be aligned based on their visual location to features on the provided orthophotos. Features indicative of visual accuracy will include such things as pavement edges,

fence lines, buildings and other features. Road Centerlines shall nominally lie completely within the rights of way shown on the lot boundary data. An exception to this requirement would be if in the judgment of the map compiler the street was not in fact built within the right of way or there are undeveloped rights of way or newly constructed roads for which no representation exists on the orthophoto or in the existing centerline file.

It is recognized that the recorded dimensions and orientation of real property boundaries to be shown in the digital cadastral map files and finished cadastral maps may not always agree with apparent physical locations derived from the orthophotos and/or planimetric and topographic data. As a result, overlapping or separated property boundary descriptions may be expected to exist.

3.8.4 Graphic Placement and Adjustments

Adjustment of graphic boundaries as currently shown on the existing source maps may need to be made when the following situations occur:

- Lot lines cross building outlines or road pavement edges. May require additional research.
- Edges of source documents do not match
- Gaps and/or overlaps between adjoining lots
- Other adjustments determined to be necessary during the pilot project

The following techniques and guidelines may be used when making adjustments:

- Rotation of a block or a small group of lots
- Rotation of a subdivision
- Rotation of an entire source document

The Offeror should attempt to make adjustments to an entire block of lots first, particularly for those lots included in a subdivision in order to maximize the "best-fit". Individual lots should not be adjusted to enlarge or reduce their size unless there are obvious errors in source materials. Lot line segments should also retain their "correct" shape and dimensions after adjustment (a straight line shall continue to be represented as a straight line).

3.9 Parcel Boundary

Develop new digital parcel boundary geodatabases (Alpharetta and Milton) with the aid of plats, digital databases, and other approved source documentation. Where plats or other accurate resources are not available, 2017 (if available) or 2016 aerial imagery may be used to assist in aligning parcels.

Attribute data attached to each feature shall include the following:

- Parcel ID (Fulton County)
- Dimensions (Plat Dimensions/Legal Document Dimensions)
- Area (Plat Acreage/Legal Document Acreage)
- Source Type (Plat/Legal Document, CAD, COGO, or Other (specify)). Source types may be ranked with an accuracy confidence level (i.e. CAD files may be considered more accurate than COGO, etc).
- Source Description (name, plat/deed book and page number, date recorded, revision number, etc.)
- Tax District (Fulton County)
- Date Parcel Constructed
- Land Lot and District (as per plat/legal document)

3.10 Subdivision Boundary

Develop a new digital subdivision (Alpharetta and Milton) boundary from the updated parcel boundaries.

Attribute data attached to each feature shall include the following:

- Subdivision ID Number
- Subdivision Name
- Subdivision Initial Recorded Date
- Source Description
- Related Table for each feature, (if necessary) containing alternate subdivision names. Table relationship may be many to one.

3.11 Municipal Boundary

Develop a new digital municipal boundary (Alpharetta and Milton) from the updated parcel boundaries.

Attribute data attached to each feature shall include the following:

- Municipal Name

3.12 Metadata

Develop metadata for the parcel, subdivision and municipal databases. The style shall be ESRI's Item Description Style.

3.13 Coordinate System/Geographic System

Deliver all datasets in the following systems:

- Projected Coordinate System
NAD_1983_StatePlane_Georgia_West_FIPS_1002_Feet
- Geographic Coordinate System
GCS_North_American_1983

3.14 Data Format

Provide all parcel, subdivision and municipal databases in an ESRI File Geodatabase format. The geodatabase will be delivered in ESRI's Local Government Information Model, using the Parcel Fabric data model. The project deliverables will be split into areas (to be determined during Project Kick-Off meeting) for both the City of Alpharetta and the City of Milton. All deliverables will be provide to each City in their requested version of ArcMap. The final deliverable to each City will be the entire project area as one file for each City.

3.15 Conversion Script

At the request of the respective Cities, the successful Offeror may be required to provide a conversion script for the translation of Parcel Fabric to Sidwell's Parcel Administrator. The end product will translate into the latest Sidwell's software version being used by Fulton County.

3.16 Pilot Project

The successful Offeror shall complete a pilot program before beginning the final project. The pilot program will have three (3) components: a subdivision in Alpharetta, an area in Milton, and one area including the common municipal boundaries. Refer to Appendix E for the pilot project areas. Following completion of the pilot project, the successful Offeror shall conduct an on-site demonstration of the pilot projects to the Cities' staff for review and approval. The objectives of the pilot project shall be:

- Validate and Refine Procedures
- Produce Geodatabase Model

- Validate Geodatabase Integration
- Finalize Quality Control, Review, and Acceptance Procedures
- Identify Risks and Process Improvements
- Finalize Project Schedule
- Recommendations for Source Materials
- Discussion and Finalization of Confidence Levels for Parcel Construction

3.17 Deliverables

Delivery of GIS data will be a file geodatabase that will be integrated with the enterprise geodatabase hosted by SQL and accessed through ArcSDE. The Offeror and Cities may create and/or modify properties of the geodatabase as necessary as a result of the pilot project finalization (e.g. field types and widths, domains and/or subclasses, default values assigned, topologies, relationships, views, etc.) and will establish rules to ensure topology is maintained for each feature class. The successful Offeror shall deliver the digital files in several phases and not all at once. The final data delivery will include a single geodatabase of the entire project area for each City. The phasing of the deliverables will be discussed and agreed upon during the Project Kick-Off Meeting.

The digital files shall be delivered on a media and in a format that shall facilitate the efficient exchange of data. The Cities' GIS and data processing staff shall be consulted in making any decision related to media transfer specifications. The Cities will work with the successful Offeror to define a labeling format for the data provided. Each delivery label shall include at a minimum:

- Delivery Number / Name
- Date created
- Amount of data
- Name of data provider

A printout listing the contents of all deliveries for each transmittal shall also be provided. The Consultant will maintain a separate copy of the geodatabase until the project is satisfactorily completed and the Cities' staff is properly trained and equipped to maintain the geodatabase.

3.18 Timeframe

The project timeframes will potentially be different for Alpharetta and Milton. Each project shall start within ten (10) days from the date of written Notice to Proceed. For each City, the Offeror shall provide the number of calendar days needed to complete 1) Pilot Project and 2) Final Conversion. A detailed schedule will be developed at the Cities' Kick-Off Meeting(s).

3.19 Data Ownership

The Cities of Alpharetta and Milton shall have exclusive ownership of all data and products created through the development of or as a result of this project and will retain exclusive rights to such. All software (except that identified as existing and owned by the successful Offeror prior to contract award), maps, drawings, digital data, specifications, plots, reports, geodatabase schema, geodatabase dictionary, and other products and material, including copies thereof, relating to this project, developed for this project, or prepared in connection therewith, are the exclusive property of the Cities and will be delivered to the Cities in accordance with the project schedule, project completion, or upon termination of the project. The successful Offeror shall not assert or establish any right or claim under design patent or copyright laws to any of the materials created or produced specifically for, and in conjunction with, this GIS project.

SECTION 4: OFFEROR QUALIFICATIONS

4.0 City's Right to Investigate

The City may make such investigations as deemed necessary to determine the ability of the Offeror to provide the supplies and/or perform the services specified.

4.1 Offeror Informational Requirements

In determining the capabilities of an Offeror to perform the services specified herein, the following informational requirements must be met by the Offeror. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be brief and relevant to the goals of this project.

This portion of the proposal shall be limited to a maximum length of four (4) single sided, letter-sized pages. Font size shall be restricted to 10 point or larger. Excessive information will not be considered favorably.

4.1.1 Company Profile:

1. Identify all firms comprising the team that will be utilized as part of this contract along with each firms' role in the team. Offeror shall specify how long each firm within the team has been in the business of providing services similar to those requested in this RFQ.
2. Provide a brief business profile and a summary describing why your firm/team is qualified for this project. State the following:
 - Business name,
 - Home office address, identify whether this or another office address is responsible for work of this project,
3. Identify one contact person from the lead firm. This person shall be the single point of contact on behalf of the Offeror firm/team, responsible for correspondence to and from the organization and the City. If necessary, the City will send all Project-related communications to this contact person. (This may be the person registered in our eBid system.) Include the following contact information:
 - Mailing address, telephone number, and e-mail address.

4.1.2 References:

Offeror shall provide a minimum of three (3) references for each of the item/service proposed in this RFP. The references may include any government, university, or similar entity where the Offeror, preferably within the last three (3) years, has successfully completed projects, which are similar in goals, scope, and complexity to project describe herein.

At a minimum, the Offeror shall provide

- The company name,
- The location where the services were provided,
- Contact person(s),
- Customer's telephone number,
- A complete description of the service type and dates the services were provided.

These references may be contacted to verify Offeror's ability to perform the services requested. The City reserves the right to use any information or additional references deemed necessary to establish the ability of the Offeror to perform the conditions of this request. Negative references may be grounds for disqualification.

4.1.3 Team Lead Personnel Resumes and Experience:

Resumes may be included in an Appendix to the submittal. This information does not count toward the four page limit.

Offeror shall provide a brief resume or summary of qualifications, work experience, education, skills, etc., for the proposed project manager and for all key personnel who will be involved with any aspect of the Work.

4.1.4 Method of Providing Services:

Offeror should provide a description of the work plan and the methods to be used that will convincingly demonstrate to the Cities what the Offeror intends to do, the timeframes necessary to accomplish the Work, and how the Work will be accomplished.

Provide a statement of your understanding of an approach to the project, how you envision your firms meeting the needs of the Cities, and discuss how your qualifications and team members best fit this request for services as stated in the Scope of Services. Please address the following items specifically:

1. SUMMARY OF PLANNED TASKS: Summarize the proposed tasks necessary to accomplish the Owner's goals as stated in the Section 3.
2. UNDERSTANDING OF PROJECT REQUIREMENTS: Demonstrate an understanding of the needs that gave rise to the project and the complexities affecting its successful execution.
3. PROJECT APPROACH: Describe the Offeror's proposed approach to meet the needs and deal with the complexities described above. Show why this approach is the best solution to the problem and how it has worked on similar projects in the past.

4.1.5 Interviews/Presentations:

At the request of the Evaluation Committee, Offerors may be asked to present their proposal before the evaluation committee at a mutually agreed upon date and time. Presentation teams should include no more than (4) members. The presentation portion of the meeting should last between 20–25 minutes, with the remaining time for questions/answers.

SECTION 5: COST PROPOSAL

Instructions for submitting Cost Proposal: Two (2) Hard Original copies marked "Original" with original signatures shall be submitted in a separate, sealed opaque envelope within the sealed proposal package. See Section 3.0, #7 Cost Proposal and Proposal Price Certification for complete submittal directions.

Cadastral Conversion Project

Project Component	Municipality	
	Alpharetta	Milton
Pilot Project	\$	\$
Final Project	\$	\$
Totals	\$	\$
Option: Conversion Script	\$	\$

Award will consider price, but price will not be the sole, determining factor.

Proposal Price Certification

In compliance with Section 3 Scope of Project/Specifications, the undersigned offers and agrees that if this Proposal is accepted by the respective City Council within one hundred twenty (120) days of the date of RFP Response (Proposal) Due Date/Time, that the undersigned will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

COMPANY _____

ADDRESS _____

AUTHORIZED SIGNATURE(S) _____

PRINT / TYPE NAME(S) AND TITLE(S) _____

CONTACT INFO: PHONE NUMBER _____

CONTACT INFO: E-MAIL ADDRESS _____

SECTION 6: EVALUATION CRITERIA

6.0 Evaluation Criteria

All proposals received will be reviewed by the Procurement Agent to ensure that all administrative requirements of the RFP package have been met, such as all documents requiring a signature have been signed and submitted. Failure to meet these requirements may be cause for rejection. Only responsive proposals will be given to Evaluation Committee for further review.

The Evaluation Committee will evaluate the remaining proposals and determine a ranking based on the information provided in *Sections 3 through 5* of this RFP. Proposals will be evaluated based on stated evaluation criteria. In ranking against stated criteria, the Cities may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, quantity, and contractual factors. These rankings will be used to determine the most advantageous offering to the Cities.

Any proposal that fails to achieve a passing ranking for any part/section for which a passing ranking is indicated will be eliminated from further consideration.

After completing the initial ranking, the Evaluation Committee may create a shortlist made up of a grouping of the highest-ranking Offerors. In the event of a shortlist, Offerors may be asked to arrange a site visit; may be invited for a presentation or interview; or may be asked to supply additional information for evaluation. Once all evaluations are complete, the Evaluation Committee may either recommend to award to the highest-ranking Offeror or if necessary, to seek discussion/negotiation or a "best and final offer" in order to determine the highest-ranking Offeror.

Alpharetta Vendor Preference (a.k.a. Local Vendor) – Evaluation Preference: Alpharetta Vendor preference of three percent (3.00%), or equivalent unit of measure, shall be provided as an evaluation criterion to any approved Alpharetta Vendor's proposal.

Each Offeror will be evaluated individually using weights for each criterion below. Each criteria will be scored for each proposal using a scale of 0 - 5; 5 = highest score available for any criteria.

Phase I:

Comparable Experience	22%
Project Team Qualifications	20%
Approach to Project	30%
Cost	25%
Alpharetta Vendor Preference	3%
Total	100%

Phase II:

Presentation/Interview	100%
Total	100%

SECTION 7: TERMS AND CONDITIONS

The City's standard terms and conditions, which will be incorporated into the Contract, are set forth below ("Terms and Conditions"). Offerors should notify the City of any Terms and Conditions that either preclude them from responding to this RFP or add unnecessary cost. This notification must be made by the deadline for receipt of written/e-mailed questions or with the Offeror's Proposal. Any requests for material, substantive, important exceptions to the Terms and Conditions will be addressed by formal written addendum issued by the designated Procurement Agent. The City reserves the right to address any non-material, minor, and/or insubstantial exceptions to the Terms and Conditions.

7.0 Additional Contract Provisions and Terms

The City of Alpharetta and the City of Milton reserve the right to enter into independent contracts for this project and/or future updates to this project. This RFP, including all documents and appendices attached hereto, referenced herein and/or incorporated herein, and any addenda hereto, and the Proposal of the awarded Contractor, including any amendments thereto, will be incorporated into the Contract (as previously set forth, all of such documents are collectively referred to as the "Contract Documents"). The Terms and Conditions set forth herein do not define the total extent of the contract language. In the event of a conflict or dispute as to the duties and responsibilities of the City and Contractor under any resulting Contract Documents, the Contract, will govern in accordance to the order of precedence set forth therein.

7.1 Performance Prior to Contract Execution

The successful Offeror shall not begin performance of the Project prior to the execution of a formal written contract by the respective City and the successful Offeror. Any Offeror beginning performance prior to the execution of the Contract shall be deemed to be proceeding at the Offeror's risk, and shall not be entitled to any compensation for such performance. In addition, the City reserves the right to withdraw or cancel the award of this RFP.

7.2 Contract Term

The term of the Contract commences upon execution by both parties and shall terminate upon the completion of the Project, as further provided for in the Contract and in accordance with O.C.G.A. § 36-60-13.

The term of the Contract may be extended by the City, with the written consent of the Contractor, for such additional period of time as may be necessary or advantageous to the City.

The Contract price(s) and/or rates for the above-stated contract term will remain as offered in the Contractor's Cost Proposal and accepted/awarded by the City Council. Any contract extension beyond the above-stated contract term shall be based on the same terms and conditions as the original term with the exception of the price(s) or rates. The price(s) or rates for any extended term are guaranteed for a minimum of twelve (12) months. Any increase (or decrease) in prices or rates after the above-stated term, which includes any renewal term(s), shall be limited to three percent (3%) or the Consumer Price Index (US City Average – All Items; most recent month) factor, whichever is the lesser.

For any automatic renewal of the contract required pursuant to O.C.G.A. § 36-60-13, notice of intent to not renew will be given to the Contractor in writing by the City, no less than thirty (30) days before the expiration date of the initial term of the contract.

7.3 Subcontractors and Sub-subcontractors

The highest-ranking Offeror will be the prime contractor if a contract is awarded and executed and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the Proposal. No portion of the project shall be subcontracted without the approval and written permission of the City. The Cities reserve the right to approve all subcontractors. The Contractor shall be responsible to the City for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the negligent acts and negligent omissions of persons employed directly by the Contractor. Further, nothing contained within this RFP, or otherwise in the Contract

Documents created as a result of any contract award derived from this RFP, shall create any contractual relationships between any subcontractor of the Contractor and the City.

7.4 This Section Does Not Apply

7.5 This Section Does Not Apply

7.6 General Insurance Requirements

The following is informational for this RFP. Upon Council approval, the awarded Contractor shall provide the City with a Certificate of Insurance to the address listed under *Section 1.0* indicating the existence of the policies prior to the beginning of the contract work or term. Thereafter, a renewal certificate shall be delivered to the City at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to the City as to form or substance, or any of the carriers issuing such policies shall be or become unsatisfactory to the City, the Contractor shall deliver to the City representative upon demand a certified copy of any policy required herein for review. The Certificates of Insurance shall state that the City of Alpharetta is additionally insured.

- **Workers Compensation:** Workers Compensation \$500,000 per accident per employee with waiver of subrogation. Required documentation includes certificate from insurance company showing issuance of workmen's compensation coverage for the State of Georgia.
- **Comprehensive General Liability Insurance:**

Commercial General Liability	\$1,000,000 each occurrence
	\$1,000,000 aggregate
- **Comprehensive Auto Liability Insurance:**

Bodily Injury Liability	\$1,000,000 each occurrence
Property Damage Liability	\$ 100,000 each occurrence
- **Excess Umbrella Liability:**

Combined Single Limit Bodily Injury and / or Property Damage	\$1,000,000 each occurrence
	\$1,000,000 aggregate
- **Errors & Omissions Professional Liability Insurance:**
Professional Liability (Errors & Omissions) insurance with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, covering professional services rendered by the Contractor to the City, including, but not limited to, design, engineering, consulting, and construction management services. Such coverage shall be maintained and remain in force for the term of this Contract and for a period of two (2) years following completion of the Work. The policy shall have a retroactive date that precedes the effective date of this Contract or the commencement of services under this Contract, whichever is earlier, and such retroactive date shall not be advanced when the policy renews. If the policy is cancelled or non-renewed for any reason and not replaced with a policy providing coverage for prior acts, which include Contractor's performance of the professional services under this Contract, Contractor shall purchase extended reporting period or tail coverage to cover claims reported for no less than two (2) years after completion of the Work. The policy shall include such other coverage as reasonably required by the City.

Insurance; Indemnification. The awarded Contractor shall maintain the types and amounts of insurance set forth as from time to time reasonably shall be requested by the City. The awarded Contractor shall provide proof of such insurance to the City at the same time as the execution of any resulting Contract and/or purchase order, 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 awarded Contractor shall indemnify and hold the City harmless from all claims, demands, losses, attorneys' fees and liabilities of any type or nature arising out of or related to the Contractor's, or Contractor's agents', employees' or subcontractors', negligent performance or non-performance of any resulting Contract and/or purchase order, 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 any resulting Contract and/or purchase order 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.

7.7 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. The Contractor shall have no authority to contract for or bind City in any manner. Neither the Contractor nor its employees are employees of the City. The Contractor shall have and maintain the responsibility for and control of the rendition of the Work (including, the services performed) under the Contract, the discipline of its employees, and other matters incident to the performance of the Work (services, duties, and responsibilities as described and contemplated in the Contract). The Contractor is required to supply the City with proof of compliance with the Workers' Compensation Act while performing work for the City. Proof of compliance must be received at the address listed under *Section 1.0* with the original Proposal.

7.8 Compliance with Illegal Immigration Reform and Enforcement Act

E-Verify Program:

The City of Alpharetta 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 the Contractor registers and participates in a federal work authorization program (E-Verify). Further, Offerors submitting a Proposal for the physical performance of service shall include a fully executed E-Verify affidavit as part of their Proposal.

Requirement to Participate in a Federal Work Authorization Program (E-Verify):

No Offeror shall submit a Proposal for the physical performance of service unless the Offeror participates in a Federal Work Authorization Program and complies with the requirements of O.C.G.A. § 13-10-91.

- (1) Pursuant to O.C.G.A. § 13-10-91, the Contractor represents, warrants, acknowledges, and/or agrees that:
 - a. The Contractor has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;
 - b. 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
 - c. 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.
- (2) 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 such website address.

Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

- (1) The Contractor, if entering a contract with the City providing the physical performance of services, shall comply with the requirements of O.C.G.A. § 13-10-91.
- (2) Pursuant to O.C.G.A. §13-10-91, in the event the Contractor employs or contracts with a subcontractor in connection with a covered contract, 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 provided in *Appendix A* hereof, and maintain records of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of the contractor/subcontractor agreement.
- (3) 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 also provided in *Appendix A* hereof, 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.
- (4) 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.
- (5) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and all other applicable rules and regulations promulgated in relation thereto, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

Forms necessary to ensure compliance with this section are included under *Appendix A* and must be received at the address listed under *Section 1.0* prior to execution of any purchase order or contract.

7.9 Compliance with Laws

The Contractor shall, in performance of work under the Contract, 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. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. The Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

7.10 Title VI of the Civil Rights Act of 1964

The City of Alpharetta hereby gives public notice that it is the policy of the City to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. It is our policy that no person in the United States of America shall, on the grounds of race, color, national origin, sex, age, or disability be excluded from the participation in, be denied the benefits of or be otherwise subjected to discrimination under any of our programs or activities.

Any person who believes they have been subjected to unlawful discriminatory practice under Title VI has a right to file a formal complaint. Any such complaint must be filed in writing or in person with the City of Alpharetta's, Title VI Compliance Officer, within one hundred-eighty (180) days following the date of the alleged discriminatory action. Title VI Discrimination Complaint Forms may be obtained from the Title VI Compliance Officer by calling (678-297-6014) or emailing jdrinkard@alpharetta.ga.us.

7.11 Substitutions and Change Orders

NO substitutions of material, schedule cancellations, or Change Orders are permitted after Contract award without written approval by the City of Alpharetta's Director of Information Technology or the City of Milton's Assistant City Manager/Public Works Director or their respective representatives for each contract. Cumulative Change Orders in excess of \$50,000.00 or 10% of the original contract shall require the approval of the City Council.

Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the City agrees to a replacement or requests same based on an objective standard of review of past performance. Requests for any substitution will be reviewed and may be approved by the City at its sole discretion. Verbal agreements to the contrary will not be recognized. In the event a substitution of a Contractor employee is required due to termination of employment by Contractor, Contractor shall provide the City with prompt written notice of the need for such substitution and shall cooperate with the City in providing a replacement.

7.12 Contract Termination

The City may, by written notice to the Contractor, terminate the Contract without cause; provided, the City must give notice of termination to the Contractor at least 14 days prior to the effective date of termination.

7.13 Invoicing and Payment

The City agrees to pay the Contractor in current funds for the performance of the Contract subject to additions and deductions as provided in the Contract, and, if applicable, to make payments in the manner and on the periodic basis agreed to by the City during the pre-project meeting or 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.

The City will process approved payment requests under this Project to the awarded Contractor only. Payment to subcontractors and suppliers is the responsibility of the Contractor. The City will not entertain any other payment arrangements.

Invoices shall be submitted to the address provided in the final contract.

Upon receipt of invoice and inspection and acceptance of the Work, the City will render payment. 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.

Offerors, who are individuals, shall provide their social security numbers on Page 1 of this RFP. Offerors, which are proprietorships, partnerships, limited liability companies, corporations, or other legal entities, shall provide their federal employer identification number on Page 1 of this RFP. All Offerors shall provide a completed and signed W-9 located in Appendix A: Standard Forms with Proposal submission.

7.14 Miscellaneous

7.14.1 Deliveries: In the event there are to be deliveries on site, all goods and materials will be F.O.B. Destination, Freight Prepaid and Allowed. Onsite delivery/destination addresses shall be specified in the final contract for the respective City.

No freight or postage charges will be paid by the City unless such charges are included and accepted in the RFP price and contract award by the City. The Contractor, at Contractor's expense, will arrange to have someone onsite to inspect and accept delivery. The Contractor has sole responsibility for securing all materials at the Project site.

7.14.2 Taxes: No sales tax will be charged on any orders.

City of Alpharetta's Sales Tax Exempt # 301-682441

City of Alpharetta's Federal Tax Identification# 58-6011454

Copies of the City of Alpharetta's Sales and Use Tax Certificate of Exemption and Form W-9, Taxpayer Identification and Certification are included in Appendix B.

7.15 This Section Does Not Apply

APPENDIX A: STANDARD FORMS

This section contains the forms necessary to ensure compliance with various laws as described within this RFP.

Instructions for Submitting Required Standard Forms

One completed original of each of the first three forms listed below is to be returned within the sealed Original Proposal package. It is not required to include forms in Proposal Copies.

- **Forms Required to be Returned With Every Proposal Submitted:**
 1. City of Alpharetta Disclosure Form
 2. Affidavit Verifying Contractor Participation in Federal Work Authorization Program (E-Verify/I-9)
 3. Request for Taxpayer Identification Number and Certification (W-9)
- **Forms required to be held on file by Offerors/Contractors** and available to City for review upon request:
 4. Affidavit Verifying Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9) *(if using subcontractor(s) – Prime Contractor to retain on file)*
 5. Affidavit Verifying Sub-Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9) *(if using sub-subcontractor(s) – Prime Contractor to retain on file)*
- **Optional Forms: Only return if relevant:**
 6. City of Alpharetta Local Vendor Certification Form
 7. Notice of 'No Bid'

City of Alpharetta Disclosure Form and Certificate of Non-Collusion



DISCLOSURE FORM and CERTIFICATE OF NON-COLLUSION

Offeror must disclose any possible conflict of interest with any City of Alpharetta (City) elected official and/or employee and if a known relationship exists between any principal or employee of your corporation, firm, team, organization, or person and any City elected official and/or employee. Relationship may consist of financial, personal, or family relations or may be in the form of campaign contributions to elected officials.

If, to your knowledge, no relationship exists, this shall be stated in your response. Failure to disclose such a relationship (or lack thereof) may result in response being declared non-responsive and will not be considered further. If already awarded, may result in cancellation of a purchase and/or contract as a result of your response.

Check one of the following, as it applies to your firm and this request. Use additional forms if needed:

- ☐ **No known relationship exists.** *If this box checked, skip to signature and firm information at bottom of form.*
- ☐ **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.*

Elected Official name and position:	
Amount/Value of Contribution:	
Date and description of Contribution:	
List other Relationship Type and name of City Employee/Official:	

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; 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 state [City] employee to transact business with the agency 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. Transacting business is defined as selling real property, personal property, or services, or purchasing surplus real or personal property.

Firm's Full Legal Name:
(PLEASE TYPE OR PRINT)

Authorized Signature:

Printed Name and Title of Person
Signing:

Date:

Firm's Address:

Contact's Email Address:

**This form must be completed in its entirety, signed by the firm's authorized signer and returned with your response in order for the response to be eligible for consideration.*

**Affidavit Verifying Contractor Participation in Federal Work
Authorization Program (E-Verify/I-9)**

GEORGIA

**AFFIDAVIT VERIFYING CONTRACTOR
PARTICIPATION IN FEDERAL WORK
AUTHORIZATION PROGRAM**

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 (GA)** 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 (E-Verify) User Identification Number

Date of Authorization

Name of Contractor

Name of Project

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

Executed on _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

Request for Taxpayer Identification Number and Certification

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.																																																							
Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.																																																								
	2 Business name/disregarded entity name, if different from above																																																								
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶																																																								
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)																																																								
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)																																																							
6 City, state, and ZIP code																																																									
7 List account number(s) here (optional)																																																									
Part I Taxpayer Identification Number (TIN)																																																									
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																																																									
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.																																																									
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="11" style="text-align: center;">Social security number</td></tr><tr><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td></tr><tr><td colspan="11" style="text-align: center;">or</td></tr><tr><td colspan="11" style="text-align: center;">Employer identification number</td></tr><tr><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td></tr></table>			Social security number																						or											Employer identification number																					
Social security number																																																									
or																																																									
Employer identification number																																																									
Part II Certification																																																									
Under penalties of perjury, I certify that:																																																									
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and																																																									
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and																																																									
3. I am a U.S. citizen or other U.S. person (defined below); and																																																									
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.																																																									
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.																																																									
Sign Here	Signature of U.S. person ▶	Date ▶																																																							
General Instructions																																																									
Section references are to the Internal Revenue Code unless otherwise noted.																																																									
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/irv9 .																																																									
Purpose of Form																																																									
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:																																																									
• Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions)																																																									
• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property)																																																									
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.																																																									
<i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.</i>																																																									
By signing the filled-out form, you:																																																									
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),																																																									
2. Certify that you are not subject to backup withholding, or																																																									
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and																																																									
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See <i>What is FATCA reporting?</i> on page 2 for further information.																																																									

Affidavit Verifying Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9) (Prime contractor to retain on file)



AFFIDAVIT VERIFYING SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

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 (contractor) on behalf of the **City of Alpharetta (GA)** 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 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 (E-Verify) User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

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

Executed on _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires

Affidavit Verifying Sub-Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9) (Prime contractor to retain on file)



AFFIDAVIT VERIFYING SUB-SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

GEORGIA

By executing this affidavit, the undersigned sub-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 for _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (contractor) on behalf of the **City of Alpharetta (GA)** 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 sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of receipt of any affidavit from a sub-subcontractor to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract).

Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization (E-Verify) User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

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

Executed on _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires

Local Vendor Certification Form**City of Alpharetta****Local Vendor Certification Form**

Finance Department
2 Park Plaza
Alpharetta, GA 30009
Phone: 678-297-6094
Fax: 678-297-6063
www.alpharetta.ga.us

The City of Alpharetta has enacted an Alpharetta Vendor Preference (a.k.a. Local Vendor Preference) which applies to all formal procurements between \$50,000.01 and \$500,000.00 excluding Public Works Construction Projects (\$100,000.00 and greater), grant funded projects, and other exceptions as set forth in Section III(E) of the Alpharetta Purchasing Policy.

Invitation to Bid (ITB): An Alpharetta Vendor will be given preference in contract award if their responsive and responsible bid is within 3% of the low-bid offered by a non-Alpharetta vendor.

Request for Proposal (RFP): An Alpharetta Vendor will be provided a preference of 3% as an evaluation criterion.

Alpharetta Vendors must submit this form with their ITB/RFP to receive the preference.

Qualifications

A person or business entity must meet ALL of the following criteria to qualify as an Alpharetta Vendor. Please check all that apply.

- Has a permanent place of business with full-time employee(s) within City limits for a minimum of six months prior to the issuance date of any formal solicitation to which the business will be responding. The permanent place of business must distribute goods/services and cannot be a post office box or a residence.
- ☐ Has a valid business license from the City.
- ☐ Is not delinquent on any taxes/fees owed to the City (e.g. property taxes, business license fees, false alarm fees, etc.).

Certification

Business/Company Name:

Current Business/Company Address:

If the business has been located at the above address for less than six months, please provide the previous physical address below.

Previous Business/Company Address:

The place of business identified above employs the following number of full-time employee(s):

City of Alpharetta Business License #

Please provide a copy of you current City of Alpharetta Occupational Tax Certificate Business Registration (a.k.a. Business License) with your ITB/RFP response.

Business Representative Approval/Contact Information

Name (print):

Date:

Position Title:

Phone #:

Signature:

E-mail:

This Section is for City Use Only

Qualifications Verification:

Date:

Notice of "No Bid" Form

CITY OF ALPHARETTA NOTICE OF "NO BID"



Finance Department
2 Park Plaza
Alpharetta, GA 30009
P: (678) 297-6052
F: (678) 297-6093
purchasing@alpharetta.ga.us

SOLICITATION # _____ CLOSING/DUE DATE _____

IMPORTANT NOTICE – Please read

It is important to the City of Alpharetta to receive a reply from all invited bidders. There is no obligation to submit a bid, quotation, or proposal.

INSTRUCTIONS:

If you are unable, or do not wish to participate on this bid, quotation, or proposal, please complete this form in full and forward to the City's procurement division at the contact information provided below.

State your reason for not participating by checking the applicable space(s) or by explaining briefly in the space provided. If submitting a Notice of "No Bid", it is not necessary to return any other bid/quotation/proposal information in connection with this solicitation.

1. We do not manufacture/supply the commodity _____
2. We do not manufacture/supply to the specification _____
3. Cannot handle due to present work load _____
4. Quantity/job too large _____
5. Quantity/job too small _____
6. Cannot meet delivery/completion requirements _____
7. Agreements with distributors/dealers do not permit us to sell direct _____
8. Licensing restrictions _____

Other reasons/additional comments: _____

Do you wish to bid on these goods/services in the future? Yes _____ No _____

Firm Name _____

Firm Address _____

Signature of Person Authorized to Bind this Firm _____

Date _____

Typed or Printed Name and Title _____

Phone Number and E-mail Address _____

Email, Fax, or Mail to the Procurement Agent in charge of this solicitation at the contact number/address listed in Section 1.0. Mark the correspondence as "Notice of No Bid".

APPENDIX B: CITY OF ALPHARETTA TAX FORMS

ST-5 (Rev. 10/2016)



**STATE OF GEORGIA
DEPARTMENT OF REVENUE
SALES TAX CERTIFICATE OF EXEMPTION
GEORGIA PURCHASER**

To:

SUPPLIER

DATE

SUPPLIER'S ADDRESS

CITY

STATE

ZIP CODE

THE UNDERSIGNED HEREBY CERTIFIES that all tangible personal property purchased or leased after this date will qualify for tax-free or tax exempt treatment as indicated below. (Check the Applicable Box)

- ☐ 1. Purchases or leases of tangible personal property or services for **RESALE ONLY**. O.C.G.A. § 48-8-30. A sales and use tax number is required unless the purchaser is one of the following: church, qualifying tax exempt child caring institution, tax exempt parent-teacher organization or association, private school (grades K-12), nonprofit entity raising funds for a public library, member councils of the Boys Scouts of America or Girl Scouts of the U.S.A. **TAX-FREE TREATMENT DOES NOT EXTEND TO ANY PURCHASE TO BE USED BY THE PURCHASER, INCLUDING ITEMS THE PURCHASER WILL DONATE.** O.C.G.A. §§ 48-8-3(15), (39), (41), (56), (59), (71).
- ☒ 2. Purchases or leases of tangible personal property or services made by the United States government, the state of Georgia, any county or municipality of this state, fire districts which have elected governing bodies and are supported in whole or in part by ad valorem taxes, or any bona fide department of such governments when paid for directly to the seller by warrant on appropriated government funds. A sales and use tax number is not required for this exemption. O.C.G.A. § 48-8-3(1).
- ☐ 3. Sales of tangible personal property and services made to the University System of Georgia and its educational units, the American Red Cross, a Community Service Board located in this state, Georgia Department of Community Affairs Regional Commissions, or specific qualified authorities provided with a sales tax exemption under Georgia law. A sales and use tax number is not required for this exemption. O.C.G.A. §§ 37-2-6.1(d), 48-8-3(8), 50-8-44.
- ☐ 4. The sale, use, consumption, or storage of materials, containers, labels, sacks, or bags used for packaging tangible personal property for shipment or sale. Materials purchased at a retail establishment for consumer use are not exempt. A sales and use tax number is not required for this exemption. O.C.G.A. § 48-8-3(94).
- ☐ 5. Aircraft, watercraft, motor vehicles, and other transportation equipment manufactured or assembled in this state when sold by the manufacturer or assembler for use exclusively outside this state and when possession is taken from the manufacturer or assembler by the purchaser within this state for the sole purpose of removing the property from this state under its own power when the equipment does not lend itself more reasonably to removal by other means. A sales and use tax number is not required for this exemption. O.C.G.A. § 48-8-3(32).
- ☐ 6. The sale of aircraft, watercraft, railroad locomotives and rolling stock, motor vehicles, and major components of each, that will be used principally to cross the borders of this state in the service of transporting passengers or cargo by common carriers and by carriers who hold common carrier and contract carrier authority in interstate or foreign commerce under authority granted by the United States Government. Replacement parts installed by carriers in such aircraft, watercraft, railroad locomotives and rolling stock, and motor vehicles that become an integral part of the craft, equipment, or vehicle are also exempt. The exemption does not extend to private or contract carriers. O.C.G.A. § 48-8-3(33)(A).
- ☐ 7. Purchases or leases of tangible personal property or services made by the Federal Reserve Bank, a federally chartered credit union, or a credit union organized under the laws of this state. A sales and use tax number is not required for this exemption. 12 U.S.C. §§ 531, 1768 § 1768; O.C.G.A. § 48-8-97.

Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, this certificate is true and correct and made in good faith, pursuant to the sales and use tax laws of the State of Georgia. Further, I understand that any tangible personal property obtained under this certificate is subject to sales and use tax if the purchaser uses or consumes the property in any manner other than indicated above.

Purchaser's Name: City of Alpharetta, Georgia Sales Tax Number: 301-682441
(IF REQUIRED)

Purchaser's Type of Business: Municipality

Purchaser's Address: 2 Park Plaza, Alpharetta, GA 30009

Printed Name and Signature: Thomas G. Harris Title: Finance Director

Telephone Number: 678-297-6094 Email: tharris@alpharetta.ga.us

Supplier must secure and maintain one properly completed certificate of exemption from each purchaser making purchases without the payment of tax.

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.																																																		
Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. City of Alpharetta																																																			
	2 Business name/disregarded entity name, if different from above																																																			
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☒ Other (see instructions) ▶ Governmental Entity (Tax Exempt)																																																			
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 3 Exemption from FATCA reporting code (if any) C (Applies to accounts maintained outside the U.S.)																																																			
	5 Address (number, street, and apt. or suite no.) 2 Park Plaza																																																			
	6 City, state, and ZIP code Alpharetta, GA 30009																																																			
	7 List account number(s) here (optional)																																																			
Part I Taxpayer Identification Number (TIN)																																																				
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="10" style="text-align: center;">Social security number</td></tr><tr><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td></tr><tr><td colspan="10" style="text-align: center;">or</td></tr><tr><td colspan="10" style="text-align: center;">Employer identification number</td></tr><tr><td style="width: 25px; height: 25px;">5</td><td style="width: 25px; height: 25px;">8</td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;">6</td><td style="width: 25px; height: 25px;">0</td><td style="width: 25px; height: 25px;">1</td><td style="width: 25px; height: 25px;">4</td><td style="width: 25px; height: 25px;">5</td><td style="width: 25px; height: 25px;">4</td><td style="width: 25px; height: 25px;"></td></tr></table>			Social security number																				or										Employer identification number										5	8		6	0	1	4	5	4	
Social security number																																																				
or																																																				
Employer identification number																																																				
5	8		6	0	1	4	5	4																																												
Part II Certification																																																				
Under penalties of perjury, I certify that:																																																				
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and																																																				
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and																																																				
3. I am a U.S. citizen or other U.S. person (defined below); and																																																				
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.																																																				
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.																																																				
Sign Here	Signature of U.S. person ▶ <i>Thomas L. Harro</i>	Date ▶ <i>4/9/15</i>																																																		
General Instructions																																																				
Section references are to the Internal Revenue Code unless otherwise noted.																																																				
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9 .																																																				
Purpose of Form																																																				
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:																																																				
• Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions)																																																				
• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property)																																																				
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.																																																				
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding?</i> on page 2.																																																				
By signing the filled-out form, you:																																																				
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),																																																				
2. Certify that you are not subject to backup withholding, or																																																				
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and																																																				
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See <i>What is FATCA reporting?</i> on page 2 for further information.																																																				

APPENDIX C: DEFINITIONS OF CERTAIN TERMS

The intent and meaning of the following terms, which may be used throughout the RFP process, shall be interpreted as follows:

Bid: the response submitted by a Bidder to an Invitation to Bid (ITB) to provide goods or services at the prices quoted.

Bidder: One who submits a response to an ITB.

Contract: the formal written agreement executed by the City and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work/Services and the basis of payment.

Contract Documents: collectively refer to the ITB, RFP, or RFQ as issued by the City and including all appendices attached, referenced, and/or incorporated in the request; addenda; and Bid or proposal of awarded contractor including any amendments thereto.

Contractor: the successful Bidder or Offeror to whom (or which) a contract resulting from the ITB, RFP, or RFQ is awarded by the City, and who (or which) has executed a formal written contract with the City to furnish goods, services, or construction for an agreed upon price.

DOAS: The State of Georgia's Department of Administrative Services.

Ineligible Vendor List: List maintained by the procurement team of vendors that are not eligible to provide any commodities or services to the City due to non-performance (see Penalties for Non-Performance section for more information). The length of time a vendor remains on the Ineligible Vendor List is dependent upon the severity of the performance problem(s), not to exceed three years

Invitation to Bid (also known as ITB, Competitive Sealed Bids, Request for Bids, or Bid): The method of procurement when the cost of goods and/or services is \$25,000.01 or greater, where there are clear and defined specifications available, and where cost is the primary basis of award. Evaluation is based solely on the response to the criteria set forth in the Bid document. This process does not include discussion or negotiations with bidders.

Legal Organ: The local newspaper selected for the posting of legal notices and advertisements for the City to reach the most citizens in an economical manner. At the time of this publication, our legal organ is the Alpharetta-Roswell Revue & News.

NIGP: National Institute of Governmental Purchasing whose mission is to develop, support and promote the public procurement profession through premier educational and research programs, professional support, and advocacy initiatives that benefit members and constituents.

Offeror: One who submits a response to a Request for Proposal (RFP).

Procurement Agent: Procurement team member representing the primary public contact for these procurement processes: facilitating, issuing, and receiving Bids, Proposals, and Statements of Qualifications.

Procurement Officer: Director of Finance or his/her designee.

Project: the entire services, function, construction, work product, improvement, repairs, deliverables, and/or goods to be performed, provided, and/or supplied as set forth in the ITB, RFP, or RFQ and the Contract Documents and as generally described in the title to this ITB, RFP, or RFQ.

Proposal: a document submitted by an Offeror in response to an RFP to be used as the basis for evaluation, for negotiations, for entering into a contract.

Request for Proposals (also called RFP, Formal Sealed Proposal, or Proposal): The method of procurement when the cost of goods and/or services is \$25,000.01 or greater and where the Competitive Sealed Bid method is neither practical nor advantageous and cost is not the primary

consideration. This process does provide for the negotiation of terms, including price, prior to contract award.

Request for Qualifications (also called RFQ, Request for Qualified Contractors, or RFQC): The Formal Request for Qualifications is a prequalification process used to obtain statements of qualifications from contractors prior to issuing the solicitation. An RFQ is often Step 1 of a two-step process followed by an RFP or ITB to be issued only to Providers/Suppliers determined to be Qualified Providers/Suppliers.

Responsible: The contractor has the capacity in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, facilities, equipment, and credit which will assure good faith performance. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

Responsive: The contractor has submitted a Bid/Proposal that conforms in all material respects to the requirements stated in the solicitation document, including all form and substance.

Scope of Work/Project: A detailed, written description of the contractual requirements for materials and services contained within a Competitive Sealed Bid/ Request for Proposal. A well-conceived and clearly written scope serves many purposes including:

- Establishing a clear understanding of what is needed;
- Encouraging competition in the marketplace and promoting economic stimulus;
- Satisfying a critical need of government; and
- Obtaining the best value for the taxpayer.

Specifications: A precise description of the physical or functional characteristics of a product, good, or construction item. A description of goods and/or services. A description of what the purchaser seeks to buy and what a bidder must be responsive to in order to be considered for award of a contract. Specifications generally fall under the following categories: design, performance, combination (design and performance), brand name or approved equal, qualified products list and samples. May also be known as a purchasing description.

Statement of Qualifications (also called SOQ): Response to an RFQ which includes the qualifications of the contractor to provide or supply the requested services.

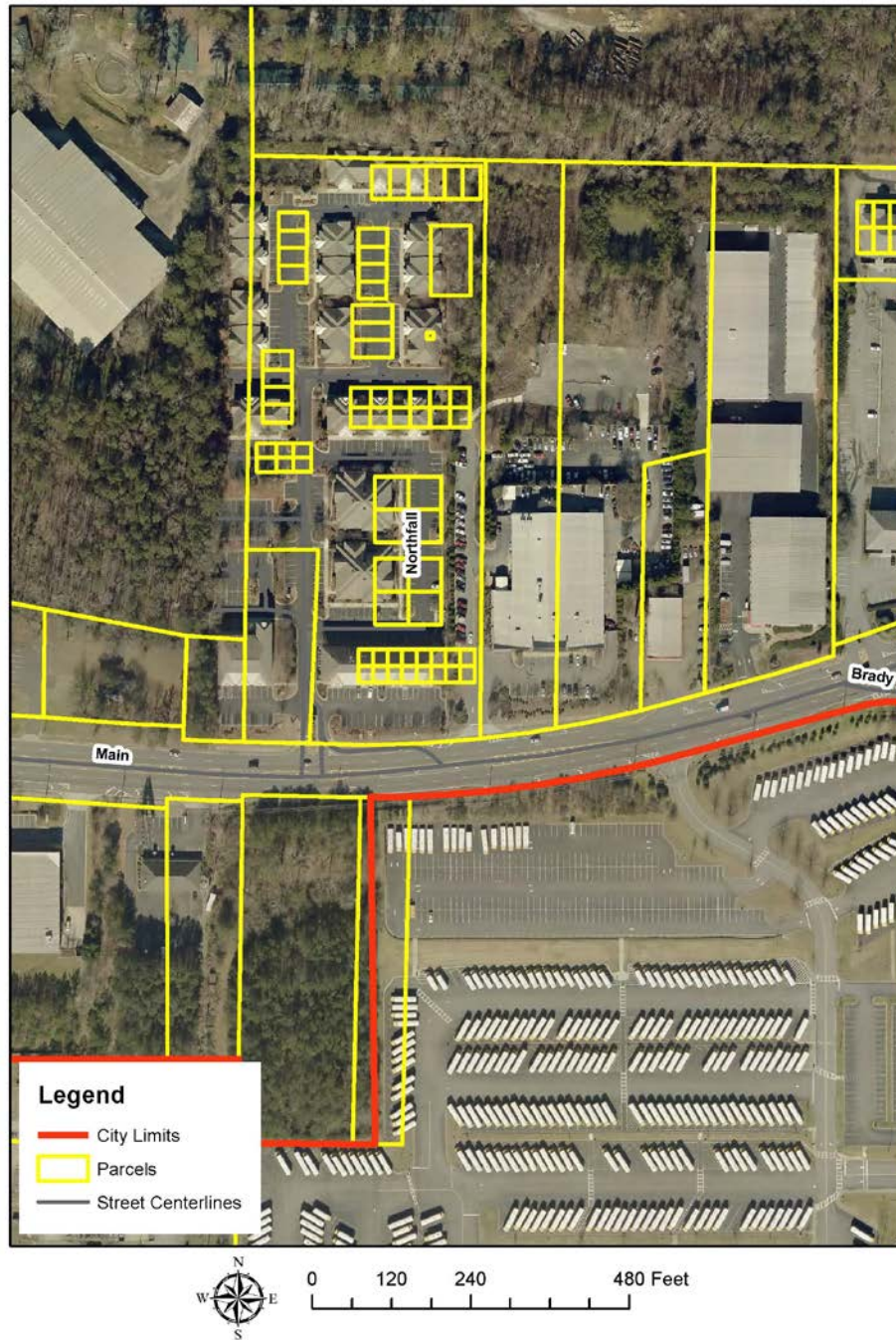
Work: the furnishing of all labor, materials, equipment, superintendence, and other incidentals necessary or convenient to the successful completion of the Project, including the performance of all services and requirements set forth in the ITB, RFP, or RFQ hereof as the Scope of Work or Specification (in accordance with the specifications provided therein), and the carrying out of all obligations, duties, and responsibilities imposed by the Contract Documents in the provision thereof.

APPENDIX D: PARCEL BOUNDARY ISSUES

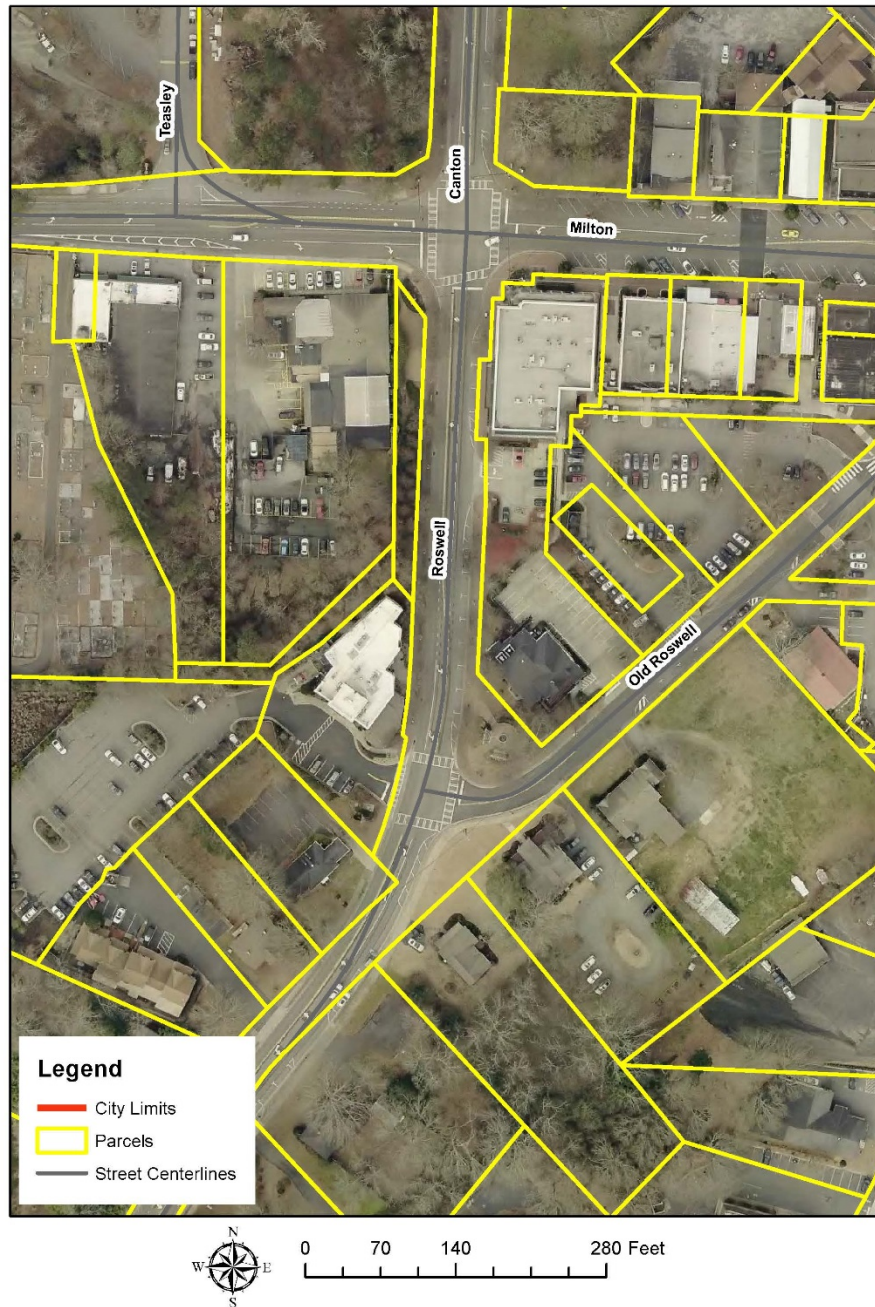
City of Alpharetta - Parcel Issues



City of Alpharetta - Parcel Issues



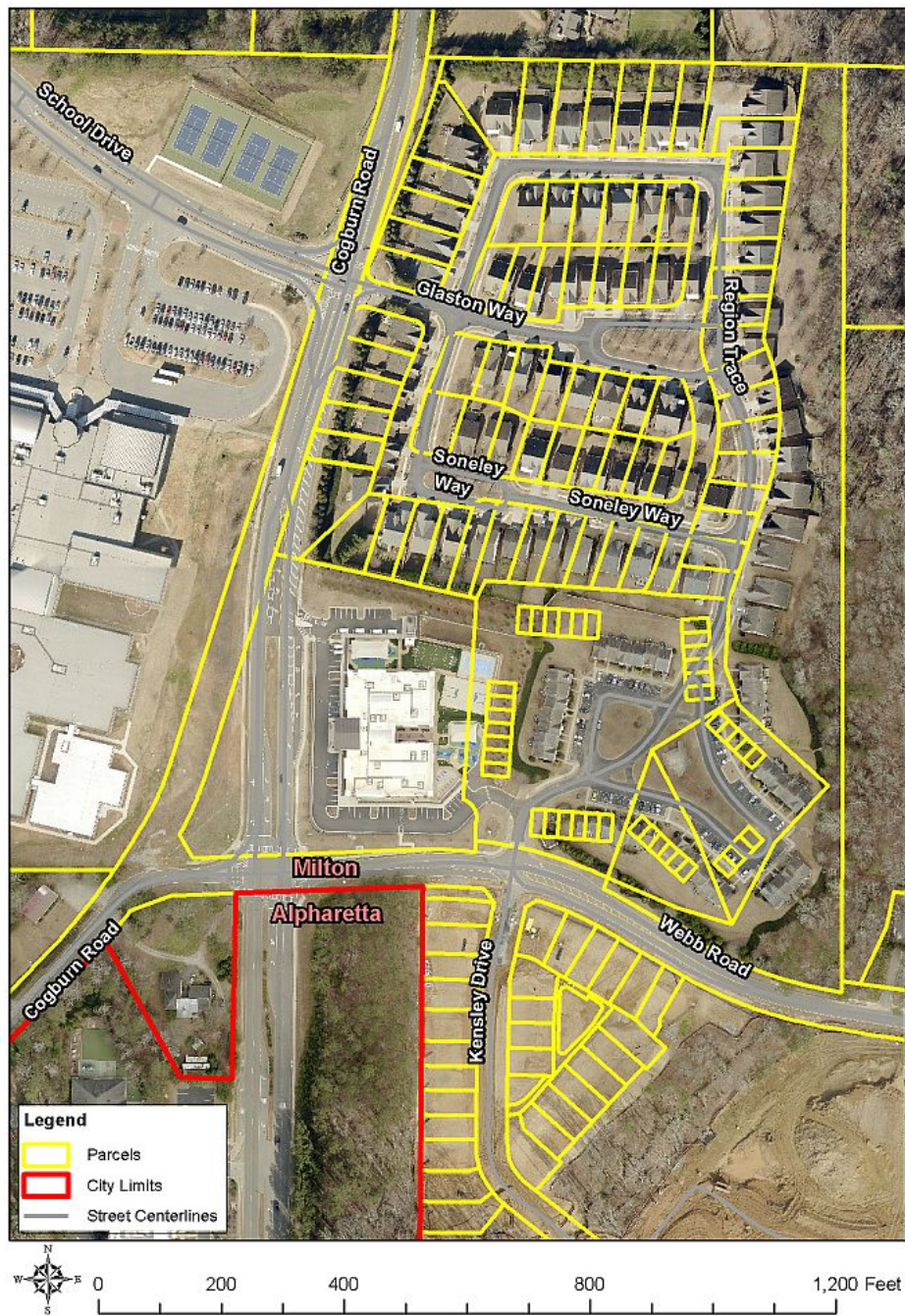
City of Alpharetta - Parcel Issues



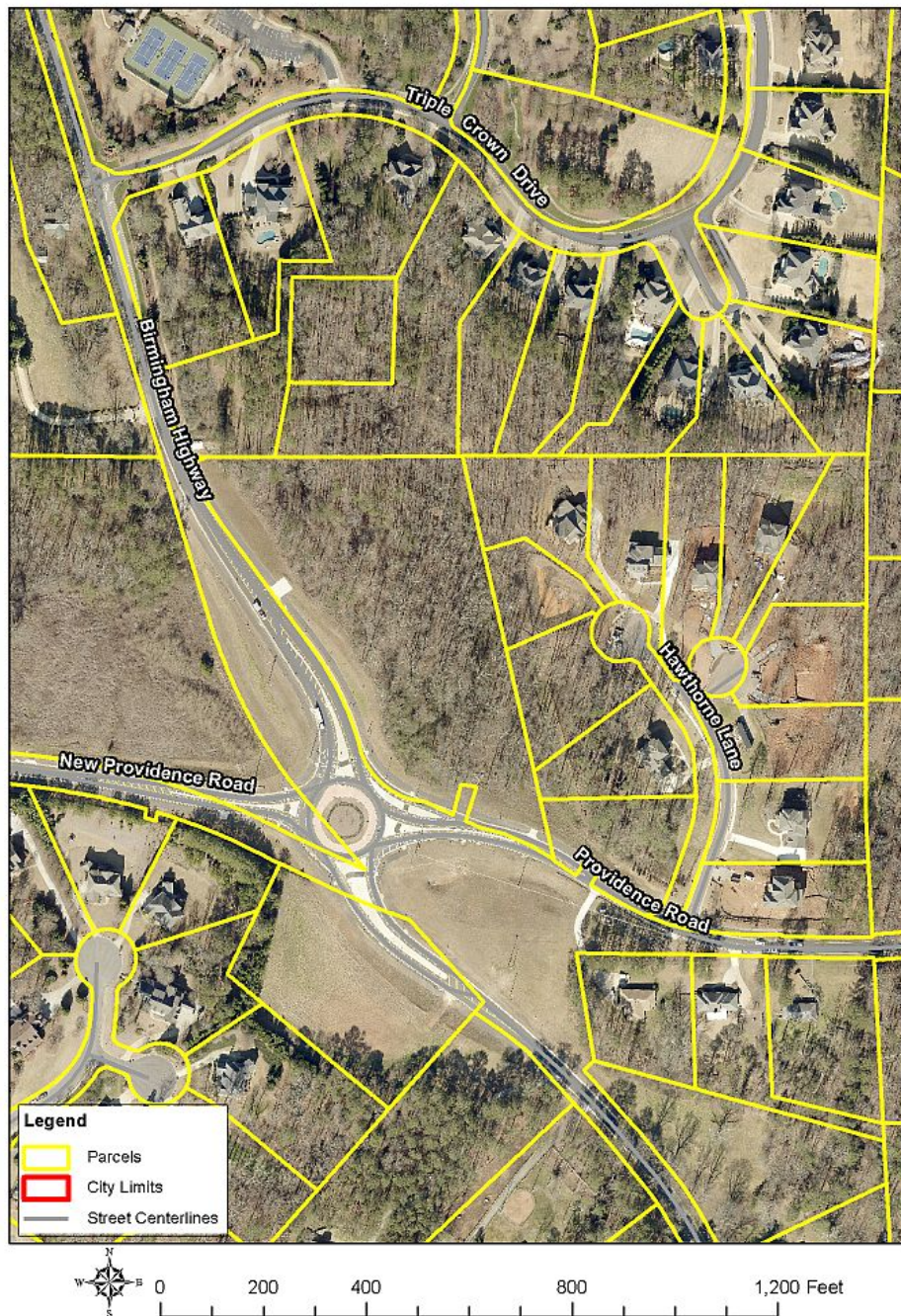
City of Milton - Parcel Issues



City of Milton - Parcel Issues

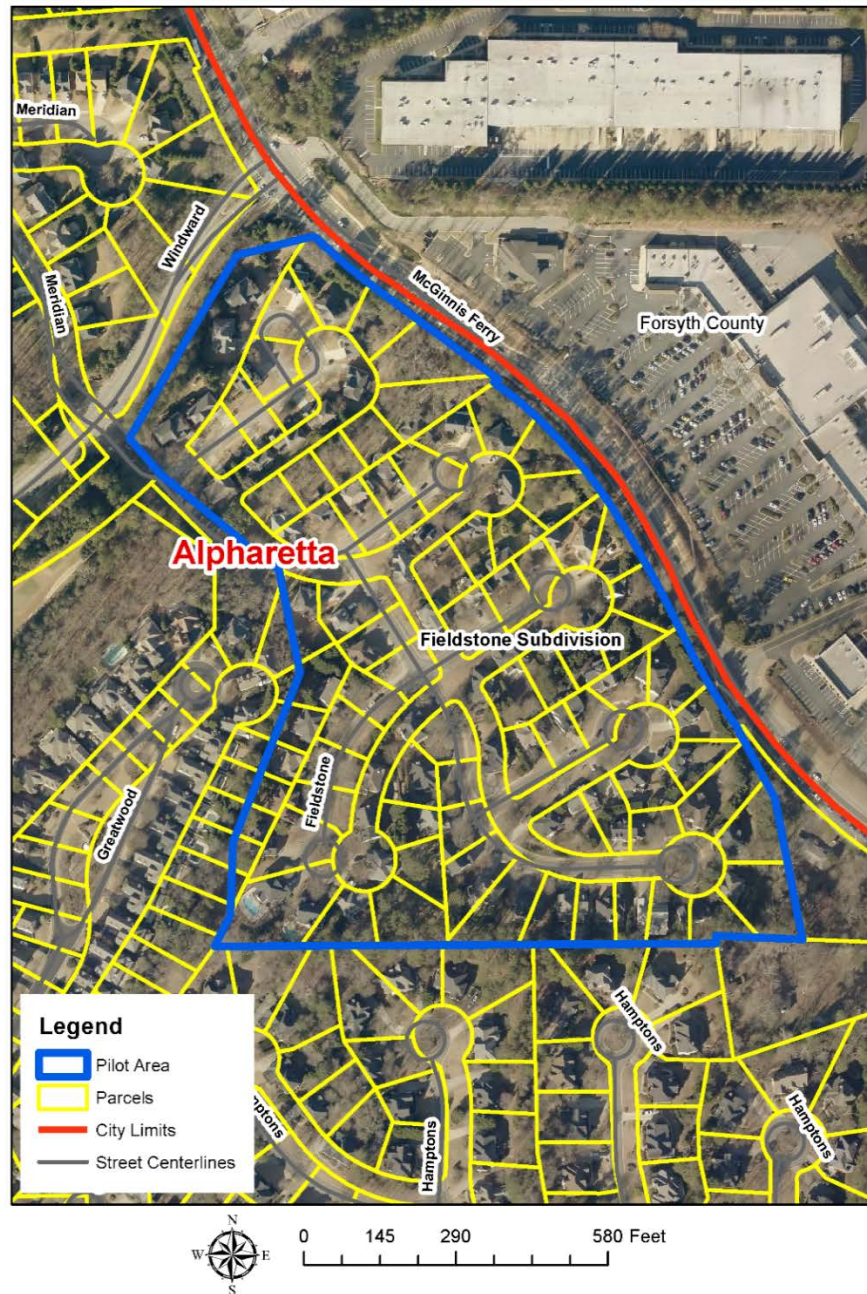


City of Milton - Parcel Issues

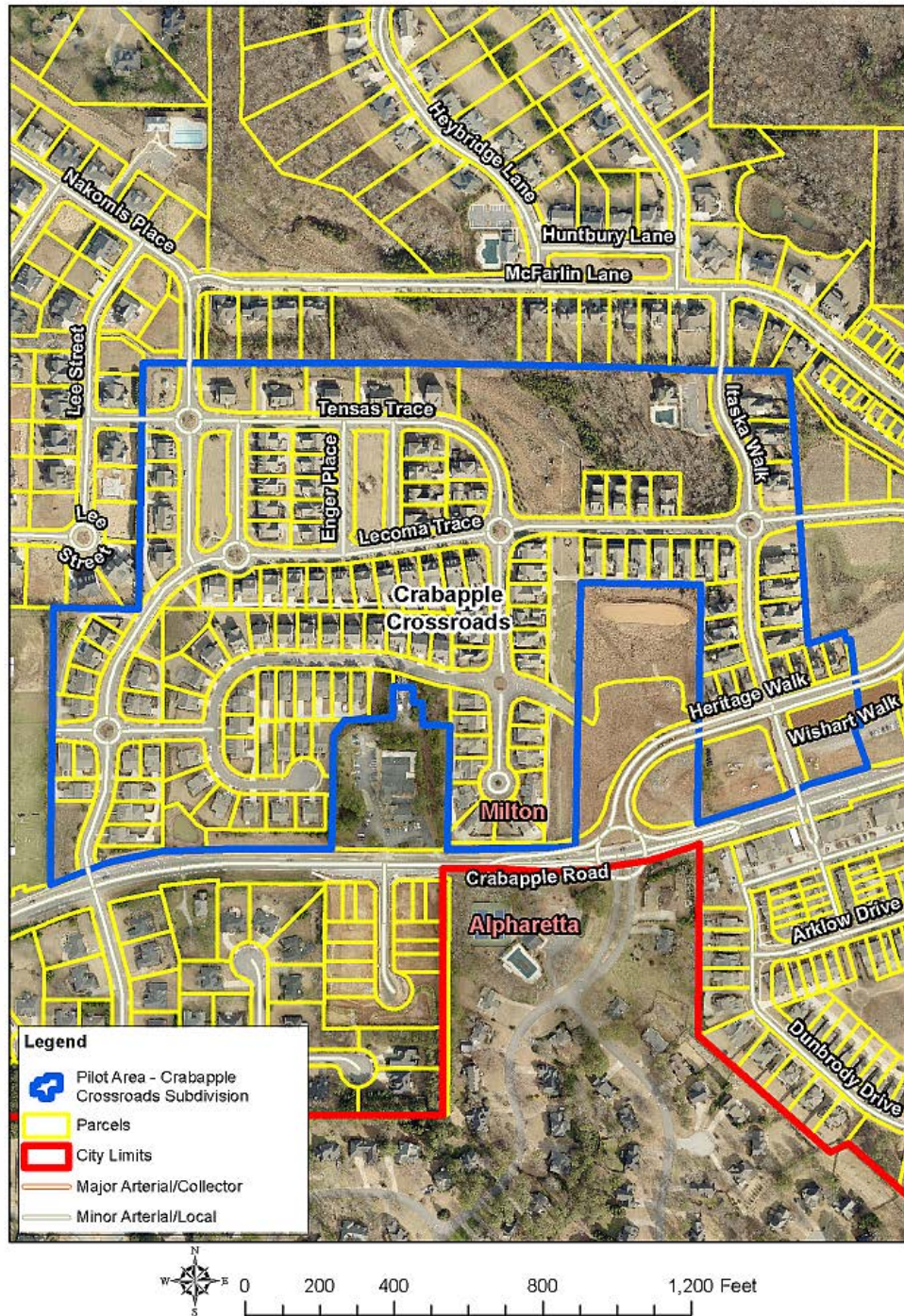


APPENDIX E: PILOT PROJECT AREAS

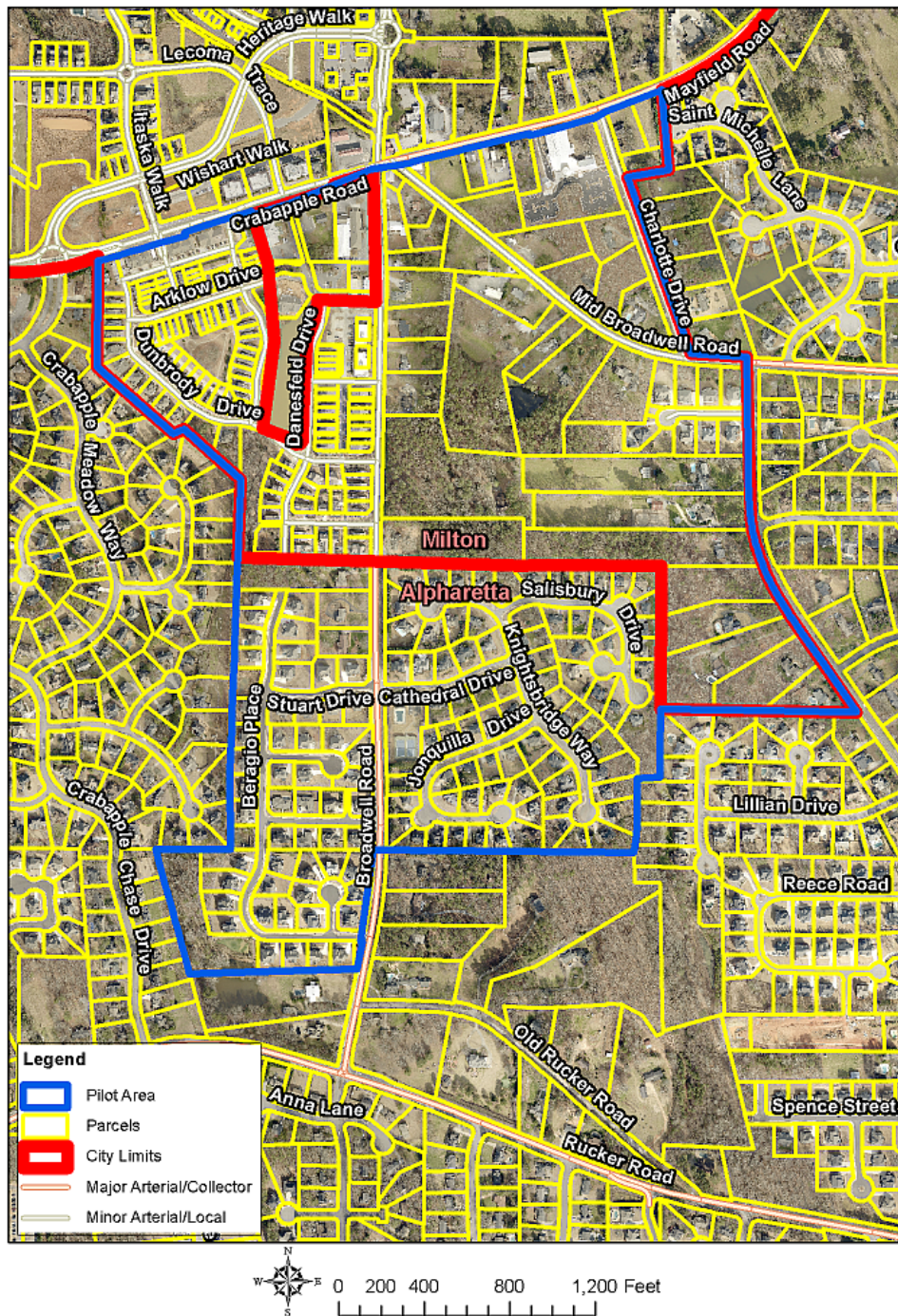
Pilot Area - City of Alpharetta



Pilot Area - City of Milton



Pilot Area - Cities of Milton and Alpharetta





CITY OF ALPHARETTA RECORD OF RECEIPT of REQUEST for PROPOSALS

This record serves to acknowledge the receipt of proposals in response to a public offering by the City of Alpharetta. Information concerning the content of each proposal is not available for public viewing until the contract award is made by the City of Alpharetta Council.

RFP #: 17-111

Due Date: June 15, 2017

RFP NAME: CADASTRAL CONVERSION SERVICES

Due Time: 10:00 AM

	OFFEROR NAME (as noted on proposal package)	DATE RECEIVED	TIME RECEIVED	NOTATIONS
1	APEX ADVANCED TECHNOLOGY LLC	6/13/2017	9:26 AM	
2	ATLAS GEOGRAPHIC DATA INC	6/14/2017	9:10 AM	
3	MNC	6/14/2017	9:11 AM	
4	BYERS ENGINEERING CO	6/15/2017	9:05 AM	
5				
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15				



Finance RFP Evaluation

RFP Title: CADASTRAL CONVERSION SERVICES

RFP #: 17-111

	Offerors			
Criteria To be completed by Purchasing:	APEX ADVANCED TECHNOLOGY LLC	ATLAS GEOGRAPHIC DATA INC	MNC	BYERS ENGINEERING CO
Required Documents				
Cover page 1 complete with Offeror's info	Yes	Yes	Yes	Yes
(2) Paper Original, (2) Paper Copy, (3) Flash Drives Copies	Yes	Yes	Yes	Yes
Disclosure Form	Yes	Yes	Yes	Yes
E-Verify - Contractor	Yes	Yes	Canadian	Yes
W-9	Yes	Yes	Requested Equivalent	Yes
Proposal Requirements - Only reviewed for inclusion				
Comparable Experience	Yes	Yes	Yes	Yes
Project Team Qualifications	Yes	Yes	Yes	Yes
Approach to Project	Yes	Yes	Yes	Yes
Local Vendor Preference - (not relevant to proposal completeness)				
Section 5 Cost Proposal Submitted (not opened at this time)	Yes	(2) in (1) envelope	Yes	(1) "original" (2) "copies"

RFP Evaluation / Scoring Sheet (Detail)
CADASTRAL CONVERSION SERVICES
17-111

OFFERORS	APEX ADVANCED TECHNOLOGY LLC ATLAS GEOGRAPHIC DATA INC MNC BYERS ENGINEERING CO			
	Scoring Instructions: - Score each criteria for each proposal using a scale of 1 - 5; 5 = highest score available for any criteria. - Scores should be noted for each criteria as this will be the basis for evaluation. - Weights will be applied to combined scores. - Cost will be evaluated separately.			
CRITERIA				
Comparable Experience (22%)	0.44	1.10	0.66	0.29
Project Team Qualifications (20%)	0.33	1.00	0.67	0.20
Approach to Project (30%)	0.60	1.40	0.50	0.30
Alpharetta Vendor Preference (3%)	0	0	0	0
Sub-Total Proposal Score % (Cost not Opened-Scored)	1.37	3.50	1.83	0.79
Cost 25%	1.25	0.82	0.19	0.43
Total Proposal Score (100%)	2.62	4.32	2.02	1.22
Ranking without cost	3	1	2	4
Ranking with cost	2	1	3	4

Scoring

Comparable Experience (22%)

Reviewer 1	3.00	5.00	4.00	2.00
Reviewer 2	1.00	5.00	3.00	1.00
Reviewer 3	2.00	5.00	2.00	1.00
Average Score	2.00	5.00	3.00	1.33
Weighted Score	0.44	1.10	0.66	0.29

Project Team Qualifications (20%)

Reviewer 1	2.00	5.00	4.00	1.00
Reviewer 2	2.00	5.00	3.00	1.00
Reviewer 3	1.00	5.00	3.00	1.00
Average Score	1.67	5.00	3.33	1.00
Weighted Score	0.33	1.00	0.67	0.20

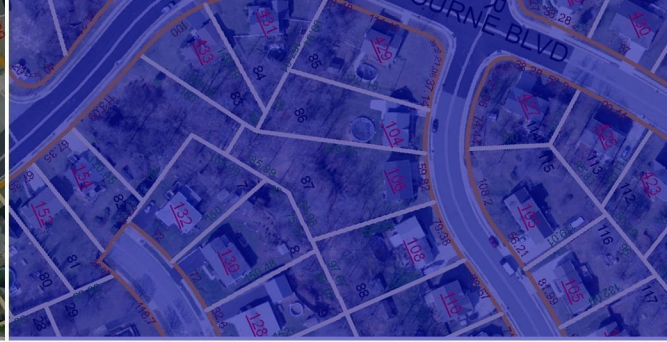
Approach to Project (30%)

Reviewer 1	4.00	5.00	1.00	1.00
Reviewer 2	1.00	5.00	2.00	1.00
Reviewer 3	1.00	4.00	2.00	1.00
Average Score	2.00	4.67	1.67	1.00
Weighted Score	0.60	1.40	0.50	0.30

Cost (25%)

Alpharetta Total	52,522.57	80,675.00	351,170.00	153,750.00
Alpharetta - Option	1,000.00	1,025.00	2,500.00	2,500.00
Sub-Total	53,522.57	81,700.00	353,670.00	156,250.00
Converted*	5.00	3.28	0.76	1.71
Weighted Score	1.25	0.82	0.19	0.43

* Calculation: Lowest cost gets a 5. Others are (lowest/vendor's cost)*5



Statement of Qualifications and Proposal To:

City of Alpharetta and Milton, GA

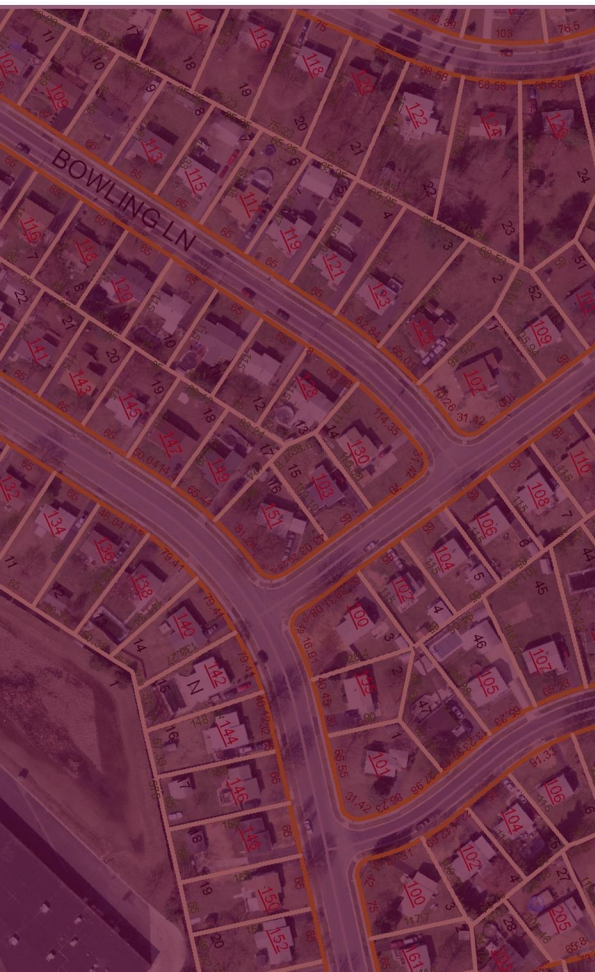
For

Cadastral Conversion Services

Presented By:

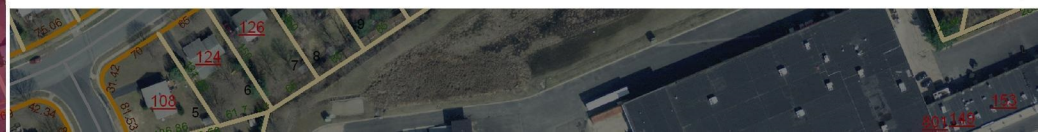
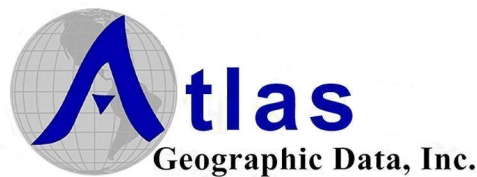
Atlas Geographic Data, Inc.

Wilmington, NC



City of Alpharetta RFP # 17-111

Proposal Due: June 15, 2017 by 10:00AM



CITY OF ALPHARETTA
REQUEST FOR PROPOSALS (RFP)
(THIS IS NOT AN ORDER)



Finance Department
2 Park Plaza
Alpharetta, GA 30009
P: (678) 297-6052
F: (678) 297-6093
purchasing@alpharetta.ga.us

RFP TITLE:	CADASTRAL CONVERSION SERVICES
RFP #:	17-111
RFP RESPONSE DUE DATE/TIME:	JUNE 15, 2017 10:00 AM
RFP ISSUE DATE:	MAY 11, 2017
NUMBER OF PAGES:	51

CONTACT INFORMATION

Procurement Agent and RFP Contact:	Abigail (Abby) Shipp
City of Alpharetta	Phone: 678-297-6052
Finance Department	FAX: 678-297-6093
Budget & Procurement Team	Email: purchasing@alpharetta.ga.us
2 Park Plaza	Website: https://www.ebidexchange.com/alpharetta
Alpharetta, GA 30009	

INSTRUCTIONS TO OFFERORS: CITY HALL HOURS OF OPERATION FOR RECEIPT OF DELIVERIES: MON-THURS 8:30 AM – 5:00 PM;
FRI 8:30 AM – 4:30 PM

RETURN SEALED PROPOSAL TO:

CITY OF ALPHARETTA
FINANCE DEPARTMENT
CITY HALL 1ST FLOOR GREETER STATION
2 PARK PLAZA
ALPHARETTA, GA 30009
ATTN: ABIGAIL SHIPP

EXTERIOR OF SEALED ENVELOPE/PACKAGE MUST NOTE:

Offeror's Name and Address
RFP Title & Number as noted on top of this page
RFP Due Date & Time as noted on top of this page
(or as may be changed by Official Written Addendum)

SPECIAL INSTRUCTIONS:

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH EACH RESPONSE

By signing and returning this form with a Proposal, the authorized signer and represented firm have read, understand, and agree to information within this Request for Proposals:

Firm/Offeror Name:	Atlas Geographic Data, Inc.
Firm/Offeror Mailing Address:	215 Racine Drive, Suite 201, Wilmington, NC 28403
Firm/Offeror Phone Number(s):	910-256-9892
Firm/Offeror FAX Number(s):	910-256-9979
Email Address for Offeror's Contact:	lkirkpatrick@atlasgeodata.com
Authorized Offeror Signature:	
Printed Name of Signer:	Larry E. Kirkpatrick, PLS, Secretary/Partner/VP
Offeror Federal I.D. Number:	20-3251160
Offeror DUNS Number:	60-971-3669



June 12, 2017

City of Alpharetta
Finance Department
City hall 1st Floor Greeter Station
2 Park Plaza
Alpharetta, Georgia 30009

Attention: Abigail Shipp

Reference: Proposal for Cadastral Conversion Services: RFP-# 17-111

Dear Ms. Shipp:

Atlas Geographic Data, Inc. (Atlas) is pleased to submit our qualifications and proposal for the referenced project. We have the in-house team of experienced professionals who will be focused on the delivery of quality, timely, and cost effective GIS Cadastral mapping/conversion services. Our prepared scope of work is based upon meeting and/or exceeding all project technical, administrative and schedule requirements as specified within the RFP and described within the Questions/Answer Addendum. We take no exception to any requirements. We are extremely familiar with the Fulton County GIS tax parcel dataset, the source documents for this project and the GIS data formats required for delivery.

Atlas is a GIS professional services company headquartered in Wilmington, N.C. We have two offices in Wilmington, a GIS server facility in Romney, WV, and additional GIS cadastral mapping production facilities in Pell City, Alabama and Philadelphia, Mississippi. The Atlas AL and MS offices operate under the name of Tri-State Consulting Services having retained the original Company name since purchase of Tri-State by Atlas in 2012. We specialize in providing ArcGIS Geodatabase customized mapping and conversion services to local governments. Our ArcGIS tax parcel conversion and mapping services resume of the past ten years includes forty (40) local governments across seven states having digitally converted for GIS more than 1,500,000 parcels. We have an experienced senior staff that has managed more than eighty (80) major GIS cadastral projects, totaling more than 3,000,000 parcels. More than 50% of these parcels were re-mapped by COGO methods using the Coordinate Geometry (COGO) descriptions provided from deeds and plats. These prior completed cadastral mapping projects completed by Atlas staff have included mapping of tens of thousands of topologically structured polygon-attributed easements as an integral part of the land records geodatabase. The most recent half dozen completed projects were all delivered within the ESRI Local Government Information Model (LGIM) using the Parcel Fabric data model.

Of particular note relative to the specific requirements for this Alpharetta/Milton ArcGIS project are the following Atlanta region projects from our experience and resume:

- Atlas is under a newly awarded contract with the **City of Atlanta** to perform exactly these same GIS/mapping/conversion services and deliverables as required by the Cities of Alpharetta and Milton for this project. We will be using the Fulton County CAMA and ArcGIS cadastral data as a database and guide to the existence and location of all 160,000 tax parcels for Atlanta; however we will be re-compiling as many parcels as possible by COGO from the metes and bounds descriptions provided on plats. We have been requested by the Fulton County Office of the Clerk of Superior Court to provide a proposal to optically scan and index by Book/Page *and* Tax District/Land Lot all of the plats on record for the entirety of Fulton County in exchange for providing the indexed scans to the Clerk's office as an integral part of the GIS re-mapping project for our City of Atlanta contract. Hence, by virtue of completing that critical source document task, we will also be scanning, indexing and housing on our servers all of the plats on file for both Alpharetta and Milton. This essentially resolves one of the major hurdles for obtaining the critical plats that are to be sources for re-mapping of street rights-of-ways and parcel boundaries for this project. The deliverable format for the City of Atlanta will be accurately and fully re-mapped ESRI Parcel Fabric parcels (as many by COGO methods as possible) that are fully linked and reconciled to the Fulton CAMA database and ArcGIS geodatabase that uses Sidwell's Parcel Administrator to assign and track parcel numbers as the primary link within Fulton's CAMA and GIS databases.
- Atlas earlier (several years ago) performed a Pilot re-mapping (by COGO) project for **Alpharetta** as a demonstration project to directly overlay the existing Fulton tax parcel polygons and linework to a correctly re-mapped ArcGIS dataset. As a consequence, we have past hands on experience in dealing with the geospatial problems of the Fulton dataset and the use of COGO from plats to resolve the issues.
- Atlas has recently completed a Parcel Fabric conversion project for the **City of Marietta** (34,300 parcels) using the Cobb County ArcGIS dataset. This project included on-site training of the City's staff with the ESRI LGIM and Parcel fabric database design and workflow. We continue to provide GIS support for this project.
- Atlas has recently completed ArcGIS mapping by COGO methods for more than 215,000 utility easements as a GIS overlay to ArcGIS parcels for **Cobb County**. These easements are GIS hot-linked to the plat source documents as well as all affected parcels within the Cobb tax parcel geodatabase and CAMA database. We have recently been requested by the County to provide on-going maintenance and updates for this unique GIS dataset.
- Atlas earlier (2009 through 2013) re-mapped within ArcGIS all 235,000 tax parcels of **DeKalb County**. More than 160,000 of the parcels were re-mapped by Coordinate Geometry (COGO) from the metes and bounds provided by survey plats. Atlas scanned and indexed 27,000 survey plats from the County Clerk's office as source and reference

documents. This project included re-mapping of all road rights-of-ways using survey plats, existing tax maps, GA-DOT maps, deed descriptions, MARTA & GA Railroad maps and County transportation maps as sources. The entire ArcGIS geodatabase was converted at the project final stages to the ESRI Parcel fabric data model as one of the earliest very large tax parcel datasets within the US for this data format.

- Atlas was recently selected by *Gwinnett County* on a qualifications basis as a GIS Consultant to provide GIS support, database development and special project services on an as needed basis. Atlas senior staff had managed the GIS orthophoto-planimetric-cadastral mapping of Gwinnett County in the 1990s and provided GIS database maintenance and updates for these datasets for more than ten years.

On the basis of managing and performing the above listed Atlanta metropolitan region local government GIS projects, Atlas staff have already encountered and resolved every technical and project design, management and production issue that will be presented by this project for the cities of Alpharetta and Milton. We anticipate that each City project will require a time period of at least 6 to 8 months for total completion. We understand that the Cities may wish to extend the project up to 12 months in order to provide an adequate time period for an in-depth Pilot project with database design and workflow as well as QA/QC by City staff of all delivered GIS data.

Atlas has the in house technical capability, available capacity and experience to complete every task and requirement for this project. We will not require any subcontracting. The Atlas staff of 24 professionals and technicians is led by four registered Professional Land Surveyors having GIS and Photogrammetry specialty designations, as well as GISP certification. This leadership team represents 90 years of GIS experience. Of particular note, the Atlas staff includes six members who each have more than 30 years of experience with GIS tax parcel mapping for local government clients. An "average" GIS parcel experience level of 19 years is calculated for the core Atlas staff of 18 GIS mappers (exclusive of including the six most recent trainee-field technician employees who have 2 to 4 years of experience).

We appreciate this opportunity to be of service. If you should have any questions, please do not hesitate to contact us.

Sincerely,



Hays Lambert, PLS GISP
President & co-owner of Atlas Geographic Data, Inc.



Larry Kirkpatrick, PLS GISP
V. President/Secretary & co-owner of Atlas Geographic Data, Inc.



CITY OF
ALPHARETTA

**Procurement
Opportunities**

[Help](#) | [FAQ](#)

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Logged in as: lkirkpatrick@atlasgeodata.com
Role: [Vendor Admin](#)

[Home](#)

[My Account](#)

[Solicitations](#)

[Bids/Awards](#)

[Solicitations](#)

[Auctions](#)

Solicitation - Questions

6/12/2017 10:26 AM Eastern

Solicitation Title: Cadastral Conversion Services

Number: 17-111

Bids Due: 6/15/2017 10:00:00 AM Eastern

Status: Open

Description

Bidders

Documents

Questions

Ask Question

The deadline for submitting questions has passed.

View Questions

Questions

[export](#)



[print](#)



Records Per Page ▼

Question

Answer

Posted
Date

RFP section reference
Sec. 3.4 and Page No.
13 Question: Can a new
parcel boundary be
created in areas where
fixing parcel
misalignment takes lot
more effort?

Yes, but all attributes associated with the line work should be the same as the original
misaligned boundary (i.e. Parcel ID and so on)

5/25/2017
2:12:33
PM

RFP section reference
3.4 and Page No. 13
Question: What are the
reference sources to
determine Greenway
boundaries?

The Greenway boundaries should be created or corrected from existing plats or other
legal documents as available, including plats/legal documents of directly adjacent
properties.

5/25/2017
2:14:24
PM

RFP Section reference
3.8.3 and Page No. 16
Question: Do the
existing digital/plat
sources contain any
dimension information?

The Cities of Alpharetta and Milton have not reviewed ALL plats or legal documents in
regards to parcel dimensions. The offeror should refer to the plat for dimensions. If
the plat does not have dimensions then the offeror should refer to a legal deed.

5/25/2017
2:24:19
PM

RFP reference :
General Question: Can
you please provide
county's existing parcel
data to assess the
current baseline parcel
quality and better
determine level of
effort for the Re-
alignment?

The current parcel boundaries can be downloaded from the following "Portal".
<http://share.myfultoncountyga.us:8080/geoportal/catalog/search/browse/browse.page>

5/25/2017
2:38:09
PM

RFP reference: General
Question: With the
exception of sample
exhibits in this RFP, can
you please specify the
No.

5/25/2017
2:40:47
PM

overall parcel data
spatial accuracy
percentage?

RFP reference: General
Question: Please
provide details of total
paper plats (count) for
each city (Alpharetta &
Milton) that will be used
for this project?

No. It is the responsibility of the offeror to determine the # of plats since they could potentially be located in several locations.

5/25/2017
2:43:12
PM

RFP reference: General
Question: Please
provide details on the
source/software used
and year the current
Parcels were created.

Fulton County parcels are created with ESRI products. Sidwell provides a series of tools within ArcGIS Desktop that help map the parcels and additional software to help manage the parcel ID's. The Sidwell software does not affect the final product which is a shapefile that is derived from our SDE database (GIS) and the billing system IAS World (attributes). It has yet to be determined what will be considered 'current' for the purposes of this project until we know more about a potential timeline.

5/25/2017
4:29:09
PM

RFP Section reference
3.10 and Page No. 18
Question: What is the
possible input
information required
under source
description field for
Subdivision boundary?

The final source description field for subdivision boundaries will be made during the initial project Kick-Off Meeting. At this time, the cities expect the source documents to be the same as for parcels – legal documents (plats, deeds, and so on).

5/26/2017
3:58:06
PM

RFP reference Appendix
D and Page No. 46
Question: In the
sample exhibits under
Appendix D, Center
lines are also
inconsistent/misaligned
with Ortho image. Is
center line correction
included in the scope of
this RFP?

No, the offeror will not be expected to correct street centerline misalignments.

5/26/2017
3:58:33
PM

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Questions with Alpharetta Answers as shown for RFP # 17-111 have been received and reviewed by Atlas Geographic Data, Inc. as an Addendum to #17-111 in preparation of this Atlas Geographic Data, Inc. Proposal.

Signed Larry E. Kirkpatrick Date: June 12, 2017

Name/Title: Larry E. Kirkpatrick, PLS Secretary/Partner/VP

Section 4: Atlas Qualifications

4.1.1 Company Profile:

Atlas Geographic Data, Inc. (Atlas) is a GIS professional services company with project management and GIS production facilities in Wilmington, North Carolina and additional cadastral mapping offices within AL and MS The AL and MS . Products and services provided by AGD include:

- GIS implementation, primarily for state, county and municipal governments.
- Cadastral mapping from deeds and plats and tax parcel map conversion.
- ESRI Parcel Fabric and Local Government Information Data Model (LGIM) implementation and for County tax parcel databases. Includes database designs, data mapping and/or conversion, maintenance, client training and support.
- ArcGIS database designs and Geodatabase development.
- E-911 address database development to include address point database development, digital address assignment, MSAG reconciliation, Telco ALI reconciliation, road centerline mapping and address range development.
- ArcGIS application development and programming. GIS data programming and interactive linkage to exterior databases such as CAMA, Planning, E911, etc.

Atlas has the full technical capability, available capacity and background experience to complete every task and deliverable for this project, as such, we do not require or propose to subcontract any aspect or task for completion of this project. Atlas was formed in early 2005 through the partnership of four senior experienced GIS professionals, three of which are Professional Registered Land Surveyors (PLS), having GIS and photogrammetry specialty as well as GISP certification. The senior management staff (individual GIS career experience ranging from 12 to 34 years) represents a seasoned GIS experience for developing cadastral, E-911, and utility map datasets.

The senior staff of AGD has an extensive background with GIS implementation within county and municipal governments, primarily within eastern US states; however, major GIS and mapping projects have also been completed and supported within more than 30 states in the past 25 years. This past background of projects has involved tax parcel mapping and/or conversion for GIS for more than 90 counties totaling more than 3,000,000 parcels, E-911 address databases for 55 counties, and orthophoto base mapping for more than 140 counties (60,000+ orthophotos).

Corporate Office (and office from which project will be managed):

Atlas Geographic Data, Inc. (10 fulltime GIS employees, of which three are PLS and GISP)

215 Racine Drive, Suites 201 and 203, Wilmington, NC 28403

Phone: 910 256 9892 Fax: 910 256 9979 Cell: 910 264 1206 (Hays)

Contact: Hays Lambert, PLS GISP, President, owner and designated Project Manager

Email: hlambert@atlasgeodata.com Company Website: www.atlasgeodata.com

Also: Larry Kirkpatrick, PLS. VP/Secretary owner and designated Project

Administrator.lkirkpatrick@atlasgeodata.com Cell: 910 352 2491 (Larry).

The Alabama (10 fulltime GIS cadastral mappers) and Mississippi (5 fulltime GIS cadastral mappers) offices continue to operate under the prior name of Tri-State Consulting Services, Inc. having been purchased in full by Atlas in July 2012.

A more extensive Atlas Company profile is included at the end of the “Appendices” tab Section.

4.1.2 Atlas Example Project References

1. DeKalb County, GA- Department of Geographical information Systems

330 W. Ponce de Leon Avenue, Suite 600

Decatur, GA 30030 Phone: 404 371 2257 Fax: 404 371 3211

Contact Person: Stacy Gear, GIS Director, 404 371 3619 scgrear@dekalbcountyga.gov

Digital conversion of tax maps to include 235,000 parcels into the ArcGIS LGIM Parcel Fabric format. Atlas re-mapped by coordinate Geometry (COGO) more than 160,000 of the parcels from the metes and bounds provided from survey plats. Atlas scanned and indexed 27,000 survey plats from the County Clerk's office as source and reference documents. Project included re-mapping of all road rights-of-ways using survey plats, existing tax maps, GA-DOT maps, deed descriptions, MARTA & GA Railroad maps and County transportation maps as sources.

Date of Project: 11- 2009 through 12- 2013. Managed from Atlas Wilmington, NC office.

2. Cobb County GA-Information Services Department

100 Cherokee Street, Suite 520, Marietta, GA 30090

Phone: 770-528-8703 Fax: 770-528-8706

Contact Person: Jennifer Lana GIS Manager, 770-528-8703 Jennifer.lana@cobbcounty.org

ArcGIS Easement Mapping of Approximately 215,000 Easements. Source Document preparation and analysis of over 1,000,000 Cobb County plat and deed documents. All work performed in an ArcGIS SDE environment with extensive topology rules and domain values. Project involved extensive use of Cobb County GIS tax parcel geodatabase and land records to include deeds and plats as source databases and documents. Easements were mapped by COGO methods by Atlas based on the metes and bounds information derived from Cobb County plats that are registered within the Cobb County Clerk's office. Easements were digitally linked as attributed polygons to all appropriate plats and parcels.

Date of Project: 2015 through 2016: On-going project maintenance by Atlas Wilmington office.

3. City of Marietta, GA Information Technology

205 Lawrence Street, Marietta, GA 30090

Phone: 770-794-5551 or 794-5554 Fax: 770-794-5635

Contact Persons: Bruce Bishop, GIS Manager or Sara Mayberry, GIS Analyst

bbishop@mariettaga.gov and smayberry@mariettaga.gov

GIS conversion of 34,000 tax parcels from the Cobb County geodatabase that incorporates the City of Marietta to an **ESRI Parcel Fabric model** based on the local government Information Model. Services included database design, extraction and linking of Parcel Fabric database (via Cobb County parcel numbers) to existing Cobb CAMA and ArcGIS geodatabases.

Date of Project: January 2017 through June 2017: On-going project GIS support, (Wilmington).

4. & 5. City of Atlanta: GIS within Department of Planning and Community Development

55 Trinity Avenue, Suite 3350, Atlanta, GA 30303

Contact Person: Paul Thomas, GIS Manager : 404 330 6725 pthomas@atlantaga.gov

New project (2017/18): ArcGIS re-mapping of Lots and Parcels Citywide by COGO from deeds and plats with linkage (via parcel number) to Fulton County CAMA and ArcGIS geodatabase. Parcel Fabric and geodatabase delivery using ESRI Local Government Information Model.

Completed project (2013): ArcGIS geocoding geo-processing of existing City of Atlanta structure address database against road centerline file with overlay of voter district polygons to derive a geodatabase of addresses by voter district. Managed from Atlas Wilmington, NC office. Numerous additional Atlas Project References are included within the "Appendices" tab Section.

4.1.2 Team Lead Personnel Resumes and Experience

Project Team Organization Charts for the source document and production GIS mapping tasks are included within the "Resumes project Organization" tabbed section to this proposal. This section includes full resumes and past experience projects for key Atlas team members. Hays Lambert, PLS (NC, SC) GISP (19 years GIS experience) will serve as the Project Manager to be assisted by Tre Penegar, PLS (NC) GISP (13 years GIS experience) for Production Management and Larry Kirkpatrick, PLS (NC, SC, VA) (34 years GIS experience) for project Administration. PLS references registration as a Professional Land Surveyor having specialty within fields of GIS and/or photogrammetry technologies. Of particular note, the Atlas staff includes six members who each have more than 30 years of experience with GIS tax parcel mapping

for local government clients. An “average” GIS parcel experience level of 19 years is calculated for the core Atlas staff of 18 GIS mappers (exclusive of including the seven most recent GIS technician employees who have 2 to 12 years of experience).

4.1.4 Method of Providing Service

1. Summary of Planned Tasks:

Atlas envisions four major phases for project completion, with each “major” phase inclusive of numerous tasks for full completion.

A. Project Management: The Atlas Project Manager (Hays Lambert, PLS GISP) will be responsible for:

- Client communications, both verbal and written.
- Managing Atlas staff and adherence to project schedules.
- Develop and manage project schedule down to individual and overlapping task level.
- Project GIS website design, launch and updating.
- Project written status reports on a bi-weekly basis.
- Identifying any project issues and finding solutions.
- Project administrative duties such as monthly invoicing.
- Attendance at project meetings (both teleconference and on-site) and responsibility for preparation of agendas and follow-up minutes and action items from meetings.
- On-site meetings include as a minimum Kick-off, Pilot review (geodatabase, Parcel Fabric, LGIM designs), but also invariably will involve interim production phase face-to-face meetings to review QA/QC errata lists, conflicts with source documents, etc.

B. Source Document/Database acquisition and organization:

- Acquire and process Fulton County CAMA and GIS tax parcel geodatabase.
- Develop workflow to manage parcel ID links between new City GIS geodatabases and existing Fulton County CAMA and GIS geodatabase, taking into account technical aspects of how Fulton uses Sidwell Parcel Administrator to assign, track and manage parcel IDs.
- Acquire and process Alpharetta and Milton planning databases and/or “other” databases and documents that incorporate tax parcel IDs, greenway descriptions, road and street rights-of-ways, subdivision boundaries, municipal boundaries, parcel and lot boundaries, building and land use codes, annexations, etc.
- Acquire digital orthophoto imagery for all years that are available.
- Acquire all plats and appropriate deeds at both City offices. Scan and index (Tax district, Land Lot, subdivision name, Book/Page) plats that are currently hard copy only. Index more fully those that are currently scanned.
- Scan and index (see above indexing criteria) all plats from the Fulton County Clerk’s Office. This will include those recorded plats within the City of Atlanta for the Atlas-Atlanta contract, but will also include all recorded plats within Alpharetta and Milton.
- Research and acquire road-rights-of-way information from any available sources such as GA DOT, County and City Transportation Departments, Utility and Public Works, etc.

C. Pilot Project: The Alpharetta RFP defines the tasks, deliverables and area of coverage for Pilot mapping within both Alpharetta and Milton. The primary goals for the Pilot experience are develop, test and validate project database designs and production mapping workflows and deliverables. The Pilot project also tests the workflow/tracking for QA/QC processes and reporting by errata points placed within the digital file by Atlas GIS mappers as well as points placed by City staff. One major goal within the Pilot experience will be to develop and fully test/validate the interactive database linkages among the existing County/City databases with the new GIS tax parcel database developed from this project. In particular, the on-going workflow and linkage through the Sidwell Parcel Administrator for Parcel IDs of Fulton county must be fully tested. Workflow steps and procedures for on-going database maintenance should also be defined and tested within the pilot experience.

D. Production Mapping:

Production mapping will follow the same database designs and workflow that has been developed and tested within the Pilot projects. Each City will initially be divided into deliverable “blocks” of land lots that are tied to a detailed schedule for mapping, QA/QC errata reporting, delivery, review, final editing and eventual consolidation into one single geospatial dataset of all parcels within the ESRI LGIM and Parcel Fabric data model developed within the Pilot.

- Organize all plats that fall within a given “block” for production mapping.
- Generate COGO digital plots for all available parcels having metes and bounds descriptions within plats.
- Map road and street rights-of-ways precisely from all available plat, transportation project and even deed sources. This includes digital mapping of a very precise street centerline file.
- Map COGO generated parcels first using the latest and/or most accurate digital orthophotography as a base. Retain parcel line dimensions and use the unique functionality of Parcel Fabric to document any parcel line changes that are necessary to develop geospatially continuous and topologically correct parcel and rights-of-way polygons.
- Map “best fit” parcels (those which do not have available plat metes and bounds) by fitting around previously COGOed parcels and precisely mapped rights-of-ways, using land occupation lines and features interpreted from the digital orthophotography as evidence and clues to parcel boundaries.
- Insert QA/QC errata points in the digital file for follow-up and further research of problem parcels and conflicts.
- Incorporate attribute “codes” for each newly mapped parcel that defines what source, method and precision was used to map each parcel.
- Build subdivision and plat phase boundaries as an attributed polygon incorporating and attributing all interior parcels with the subdivision ID.
- Reconcile and link newly mapped parcels to Fulton County and City CAMA and Planning databases for full attribution of parcel polygons through the Parcel ID.
- Research all problem parcels void (holes) polygons that become evident from the new mapping and the reconciliation to existing CAMA and tax parcel databases.
- Research all QA/QC errata points.
- Deliver ArcGIS geodatabase within LGIM design for each predefined production “Block” of maps and data.
- Perform all final edits determined from the QA/QC process and errata reporting.
- Perform final reconciliation to CAMA and Fulton County geodatabase datasets after research phases.
- Maintain all new parcel activity by maintenance and update procedures during the life of the contract in order that the final delivered dataset is up to date and current with splits/consolidations, etc. using the Fulton county CAMA and mapping as a trigger to define new parcel activity.
- Consolidate all production “Blocks” into one single geospatially continuous LGIM Parcel Fabric data model database. The Parcel Fabric “start (development) date” for each parcel will be defined by the workflow and schedule for completion for each parcel.

2. Understanding of Project Requirements:

Alpharetta and Milton wish to develop a new GIS dataset of accurately re-mapped parcels that resolve all of the parcel displacement and mapping errors and conflicts of the existing Fulton County geodatabase and parcel reconciliations to CAMA. Initiate and establish workflow for on-going maintenance within ESRI LGIM Parcel fabric data model. Develop a GIS database that can be used to match parcel boundaries and map/analyze zoning, land-use, greenways, rights-of-ways, acreages, parcel line dimensions, municipal boundaries and digital orthophotography.

3. Project Approach:

The Atlas approach to complete this project is summarized in the above discussion. More in-depth detail is provided herein within tabbed sections: “Project Management” and “Parcel Conversion”

Project Management

A key element to successful completion of any project is having experienced managers and clear lines of authority and responsibility for project management. The Atlas Team has developed a project management structure and team of technical and supervisory personnel with the skills and background experience to manage every technical and administrative aspect of this major project.

Our management team structure is also geared towards providing City of Alpharetta/Milton the opportunity to play a key role in the project, as well as have significant interface with our management and technical personnel to discuss, review and analyze every major aspect of production and deliverables.

The Team's project management structure is a three level approach, being:

- 1). Project Administration
- 2). Project Management
- 3). Task management

Project Managers

This level is led by Hays Lambert, PLS GISP, as overall Project Manager (Wilmington, NC, office). Hays has extensive GIS management experience with ***all of the tasks*** required for this entire project. This has included cadastral mapping and E-911 address database construction for more than thirty-five (35) major County-wide cadastral mapping/conversion projects. Each of these projects involved analysis and digital conversion of thousands of GIS parcels as an integral part of the cadastral map-land records geodatabase. His resume includes having served as overall project manager for the DeKalb County GIS parcel mapping project completed by Atlas in 2013 as well as City of Marietta Parcel fabric Conversion, Cobb County utility easement mapping by COGO and the upcoming City of Atlanta GIS parcel re-mapping project. A nineteen year veteran of the GIS/mapping industry, Hays will provide contractual oversight and make certain that the necessary staff and equipment are in place from the project's beginning and throughout all deliverables. Hays will be responsible for the day-to-day production management. Hays will work closely with City of Alpharetta/Milton staff by attending project progress meetings, review sessions, preparing progress reports, as well as working with the County to establish and monitor goals for this project. As a principle and co-owner of Atlas, Hays is invested in the success of our clients and staff.

Hays will be assisted by Larry Kirkpatrick, PLS GISP, with overall project administration. Larry has one of the most extensive backgrounds in the GIS industry with managing tax parcel mapping and E-911 addressing projects within the eastern

United States. This has included more than eighty cadastral mapping/conversion projects for GIS implementation and more than fifty E-911 address database development projects. Upwards of forty of these projects have involved parcel mapping from legal conveyances of plats and deeds. Larry will participate directly in day-to-day project management and attend the critical project kickoff meeting, the Pilot area meetings, selected project status and report meetings, as well as all project wrap-up meetings.

Full resumes for Hays and Larry are attached within the “Resume Project Organization” section of this proposal.

Frank Hays Lambert, PLS GISP: President and co-owner of Atlas Geographic Data. 19 years GIS experience in County GIS mapping and database construction. BS in Geography from Appalachian State University, with concentration in GIS (1998). Professional Land Surveyor (PLS) NC and SC specifically for GIS services. GISP (Certified Geographic Information Systems Professional).

Some of the larger Parcel mapping and address point projects for GIS implementation managed by Hays in the past five years have included the following examples:

- DeKalb County, GA: 235,000 parcels.
- Marietta County, GA: 34,300 parcels for Parcel fabric conversion.
- Cobb County, GA: 215,000 utility easements by COGO from plats.
- Cecil County, MD: 46,000 parcels, 45,000 address points.
- Hyde County, NC: 7,800 parcels, 3,500 address points. All parcels from deeds.
- Queen Anne’s County, MD: 24,000 parcels, 26,000 address points.
- St. Clair County, MI: 68,000 parcels
- Crawford County, PA: 65,000 parcels.
- McDowell County, NC: 24,000 parcels.
- Wicomico County, MD: 50,000 address points.
- Anne Arundel County, MD: 135,000 address points.
- Charles County, MD: 61,000 parcels, 10,000 address points.
- Warren County, MS: 26,000 parcels.

Larry Kirkpatrick, PLS GISP: Vice President/Secretary and co-owner of Atlas Geographic Data. 34 years GIS experience with County mapping and GIS implementation projects. Ten years experience with Civil Engineering design projects. BS Geological Engineering, North Carolina State University, 1974, Post graduate studies Civil Engineering (NCSU) 1979. Professional Land Surveyor (PLS) NC, SC, VA (specialty surveying for GIS and photogrammetric mapping).

Examples of major parcel mapping, E-911 address point and base mapping projects for County GIS implementation managed by Larry in the past twenty-five years include:

- DeKalb County, GA: 235,000 parcels.
- Gwinnett County, GA: 135,000 parcels by COGO, planimetry, orthophotography & topographic contours.
- Wake County, NC: 175,000 parcels by COGO, planimetry, orthophotography & topographic contours.
- Bibb County, GA: 55,000 parcels by best fit, planimetry, orthophotography & topographic contours.
- Dougherty County, GA: Planimetry, orthophotography & topographic contours.
- Fulton County, GA: Planimetry, orthophotography & topographic contours.
- Anderson County, SC: 88,000 parcels by COGO from deeds and plats.
- New Hanover County, NC: 80,000 parcels by COGO of plats and Best Fit.
- Chesterfield County, VA: 70,000 parcels by COGO of plats and Best Fit. Separate contract to GIS convert easements using a variety of sources including plats, utility maps, transportation maps, utility feature card files and deeds.
- Lincoln County, MS: 25,000 parcels by COGO of plats and Best Fit.

Task Managers

This level of management will oversee the tasks within their area of expertise. They will be responsible for managing personnel within specific technical functions, producing task related deliverables and informing project managers of pending action items/problems. The task managers will also play key roles in scheduling and coordination issues. Each task manager will have a clear, specific technical mission within a certain time frame to complete each task in order that all project schedules will be met. Task managers will include:

Mark Bratcher and John McMorran, PLS, GISP: Review and maintain project ArcGIS Geodatabase design, Parcel Fabric design and related ESRI Local Government Information Model (LGIM), staff training, and custom GIS programming. Retrieval of existing databases with formatting to ArcGIS. Batch QA/QC ArcGIS data processing and reporting as well as external database linkages, reconciliations and reporting. Develop and implement a ***project management website*** to track progress, archive communications, transfer datasets for review and track all errata points from time of recognition of a problem/issue by Atlas staff through to final resolution from back and forth communications with City staff.

John was one of the early pioneers with GIS technology having started as a GIS

programmer for AutoTrol Technology and COMARC (Denver) in 1972. John designed and directed development of a complete PC based GIS software product (Geobased Systems, now SunGard-Understanding Systems) in the 1980s. John has concentrated on ArcINFO, ArcGIS Geodatabase, Arc SDE, Arc IMS, and ArcGIS Server programming and application development for the past twenty years.

Mark is a GIS analyst and programmer at Atlas having thirteen years experience since acquiring a BS in Geography with concentration on GIS from Appalachian State University in 2003. Mark has been closely mentored by John McMorran in regards to computer systems analysis, trouble-shooting and programming.

Samuel (Tre) Penegar: Serve as GIS tax parcel geodatabase development production manager. Tre has concentrated on cadastral mapping land records database development projects and address point database development for E-911 CAD implementations since acquiring a BS in Geography, with concentration in GIS, from Appalachian State University in 2004. Project experience has included more than two dozen major County projects in GA, MD, MI, WV, SC and NC totaling more than 500,000 parcels.

The AGD Team organization effectively utilizes both the technical and management talents of our team members and provides a single point of contact for the City (Project Manager – Hays Lambert). Project and task Organization Charts are provided in the “Resumes Project Organization” section to this proposal. These charts outline the specific Atlas staff members and resources that will be allocated to this City of Alpharetta/Milton project. The charts include all of the project managers and task managers, along with identification of other staff members who will be involved in completion of each task. The Atlas staff includes six GIS managers and parcel mappers who each have more than 30 years of experience with GIS tax parcel mapping for local government clients. An “average” GIS parcel mapping experience level of 19 years is calculated for the core Atlas staff of 18 GIS mappers. Included within section “Resumes Project Organization” are long-form resumes for key GIS project managers and technical analysts that will be directly involved with this City of Alpharetta/Milton project.

Project Management

Progress Reports

The Project Manager will prepare and submit progress reports that document all work that was executed during that reporting period with an accounting of the percentage of work completed to date. These reports will be submitted to City of Alpharetta/Milton prior to scheduled progress meetings. We are suggesting that project status/discussion meetings be held on-site or at least by teleconference at least monthly. Written status reports will be submitted bi-weekly. The Atlas Team will prepare these reports in a simple, easy to read format that will include a project summary (updated project scope, schedule information, outstanding issues and corrective actions) and a bulleted list of completed items during the current invoice period. Progress reports will be posted and saved on the project Website, as well as kept within the project digital folder for permanent documentation. This will include proposed meeting agendas, and then the follow-up actual minutes taken during meetings.

We have suggested that a 6 to 8 month project completion schedule can be achieved by Atlas. However a total schedule on the order of 10 to 12 months may be more realistic taking into consideration the very poor condition of the Fulton GIS parcel geodatabase and the anticipated research and QA/QC that will be necessary to resolve numerous land records and mapping issues. A master schedule will be developed in the Project Kickoff meeting having two basic components: 1). A series of Gantt type Microsoft Project charts that are prepared with all of production tasks outlined with time durations. 2). A narrative is included that describes progress, any issues encountered, decisions made and any actions taken.

The project narrative (and Gantt charts) will include a report of the following items, at a minimum:

1. Number of parcels compiled during the reporting period and project to date.
2. Deliveries submitted during the reporting period.
3. Meetings held, along with agendas and minutes.
4. Meetings planned in the near term along with agendas.
5. Any issues encountered, along with decisions made and any actions taken.
6. Potential problems and issues that are envisioned and recommendations for remedial actions.
7. A re-visit to overall project goals and project mission to keep all Team members focused on the ultimate project outcome for implementation of Enterprise GIS for City of Alpharetta/Milton.

Schedule Control

In order for The Atlas Team to ensure schedule adherence, we will implement the following controls to monitor the tracking of the project:

- Use the schedule that will be finalized based on the results of contract negotiations and the results of a Pilot Project as a guide throughout the entire project to ensure that all deadlines are met.
- Our Project Manager will be responsible for monitoring project milestones and will daily supervise task managers with regards to due dates of various tasks.
- Report on schedule issues to City of Alpharetta/Milton as a part of our progress reports.
- Streamline the review period within the QA/QC process for City of Alpharetta/Milton by submitting highest quality deliverables on the **first** submittal; thereby, eliminating time consuming and frustrating re-work for all involved parties.

The purpose of our schedule control procedure is to coordinate all project tasks so that we can identify potential delays and set-up measures to avoid them.

Meetings and Interaction with the City GIS and Mapping Staff

Communication in person with the City is paramount for proper and prompt communications of schedules, issues, deliverables, meetings, training sessions, etc. Our Project Manager and the City will coordinate a series of meetings that are required for a successful project. At a minimum, the following meetings are suggested:

1.Kick-off Meeting: (typical action items – finalize miscellaneous project details, determine how the project phases will be implemented, finalize a schedule for delivery groups to the City, discuss the Pilot Project area, review project Geodatabase design in detail, identify communication links for all concerned parties, demonstrate project website and discuss any changes, etc). Due to the extent of issues to be discussed and magnitude of this project, the project Kick-off meeting could very well encompass one full day of on-site discussions. The Atlas Team will be responsible for developing an initial agenda for this meeting which is to be supplemented with input from City staff.

2. Pilot Project Review Meetings: Typical action items will include: review comments on electronic data, modify design (if necessary), verify data quality and accuracy, and

review digital data within the City's system **on-site** as well as review project metadata. Review and make any changes to the Geodatabase, Parcel Fabric, LGIM designs based on results from the Pilot mapping. Please note that we have suggested (Schedule section) the types of development and land use to include within a Pilot for this City of Alpharetta/Milton project. The Pilot review meetings should include discussion in detail for all project mapping procedures, with particular emphasis on the following previously identified topics:

- Mapping of newer subdivisions, with multiple phases and plats.
- Mapping of older subdivisions having minimal bearings within the plats, preferably having multiple phases and plats.
- Mapping of commercial properties that have irregular boundaries that are platted, and perhaps some older commercial properties that are only deeded.
- Mapping of Institutional properties.
- Mapping of acreage parcels, preferably some with plats and some that are to be "best fit".
- Mapping of residential lots that will be "Best Fit" mapped.
- Mapping of existing subdivision plats that will have COGO files developed.
- Mapping of railroads with right of way.
- Mapping of condominiums, of various building types and layouts.
- Mapping of platted irregular road right of ways, such as interstates, major thoroughfares, etc.
- Mapping of townhouse communities, both single level and multi level.
- Handling County parcel numbers for parcels with County inset maps.
- Mapping of downtown urban districts.
- Mapping of lots having hydrographic features coincident as property lines.
- Mapping areas with major cross country easements, such as railroads, power transmission or gas line corridors.
- Mapping lots and properly interpreting parcel numbers where land lot lines cross through numerous properties.
- Mapping areas currently mapped only at Land Lot scale of 1"=200'.
- Mapping areas mapped with multiple scales of County inset maps and plats that are contiguous to each other.
- Mapping and completion of lots and parcels having known conflicts, gaps, and/or overlaps with lot-parcel boundaries.

Due to the extent of issues to be discussed, the Pilot review meeting could very well encompass two full days of on-site discussions. The Atlas Team will be responsible for developing an initial agenda for this meeting which is to be supplemented with input

from City staff.

3. Monthly on-site Status Meetings: The Atlas Team will manage this project from our Wilmington, NC corporate office; however, due to the extensive “other” GIS projects we have underway in the Atlanta region concurrently, then our staff are in the area quite frequently. Thus, our Project Administration, Project Management, and even Task Management staff will be locally available for working within the Alpharetta/Milton area on a frequent and regular basis. We suggest that the Project Team (City selected staff members and Atlas Team project managers) have monthly on-site status and discussion meetings, either on-site or at least by teleconference. These will probably start out as full day or half day meetings, which may become more routine as project technical issues are encountered and resolved over time. The Atlas Team will be responsible for developing an initial agenda for these monthly meetings, which is to be supplemented with input from City staff.

4. Project Wrap-up Meeting: Typical action items: retire/resolve any outstanding issues, discuss additional implementations, discuss details of on-going development of a full Enterprise GIS within the City now that the cadastral dataset is available, discuss development and hardware/software hosting of a public and department access GIS website, on-going database maintenance workflow, etc.

Project Internet Site

The internet represents the ideal method to provide direct and ready access to project status and reports. Further, a properly prepared project website with internal, secure and direct links to an ftp site can represent an excellent means to quickly transmit medium - large datasets for review, edit, etc. A secure, dedicated project webpage can be a particularly important project management tool for this City of Alpharetta/Milton project in consideration of the large quantity of individual deliverables that must be tracked on an individual “block” and task basis. The Atlas Team will develop, implement and host this project website in such a manner that every major task is accessible on an individual map area basis. Graphic and database summaries will be weekly/daily updated for an “Executive Summary” level report of project status. Further, the website will be maintained to the detail level of each map area’s status by task within a database that has a graphics report link (basic ArcView capability). In this manner, any of the project stakeholders may access a variety of project reports at leisure (24/7). These project reports may include continuously updated “Gantt-Type” charts of each individual City contract schedule (by task) with a direct comparison to actual progress to-date. In this manner, the City Council members, the City Department heads etc., may access and download an on-going project status summary, while the details of every individual map area status is available to City staff for planning of their internal responsibilities of

product review, QC checking, approval, acceptance, etc. These pre-designed graphics/database reports will be prepared for all feature classes and features for each map and major task that is a part of the project. The website also provides a secure and ideal means for permanent documentation of correspondence among all project stakeholders.

Technical Approach

Introduction

Atlas Geographic Data (AGD) staff has previously provided every service and product that is required by City of Alpharetta/Milton for this contract to numerous prior county digital mapping projects. Of particular note, we have recently completed tax parcel conversion for DeKalb County, GA, Lincoln County, MS, Wetzel County, WV, Hardy County, WV, Cabell County, WV and Marion County, SC. Current projects underway include City of Atlanta, GA and Wayne County WV. These projects involved these same basic specifications for delivery of an ArcGIS based tax parcel geodatabase linked to CAMA data and developed by a combination of COGO mapping from plats and “Best Fit” for remaining parcels. Each of these latter projects are being delivered as ESRI LGIM Parcel fabric data model datasets.

Tax parcel map development is accomplished by Atlas Geographic Data by using “the best sources first”. The “initial” source materials to be used for map compilation will likely be road Rights of Ways from survey plats, GA DOT maps/plans, transportation boundary surveys, Public Works plans and documents, etc. The Cities of Alpharetta and Milton have a significant number of subdivisions, most of which are relatively new and will be platted with precise bearings and distances for all lots. The Cities also have a few “older” subdivisions for which the original plats only have bearings on the subdivision boundary and interior lots are shown only with lot line length (Dimension). Our proposal has been prepared on the assumption that we will re-map the vast majority of these subdivisions by COGO methods using the plats that have been recorded within the Fulton County Clerk’s office as well as the plats that the Department of Planning within the Cities has organized, scanned and geo-referenced. The “older” platted subdivisions will include digital re-mapping of interior lots by parcel line scaling from existing plats that provide dimensioning of lots and roads, but generally do not include bearings.

The City of Alpharetta/Milton orthophoto land base is a precisely scaling digital orthophoto base map with a six inch pixel resolution with selected feature digital planimetrics that was acquired by the City, the County or ARC as a direct contract in multiple years of 2012 through 2017. This resolution is generally assumed to be rated at an approximate scale of 1”=50’ or 1’=100’. Atlas will utilize the most current and most precise scale digital imagery for all parcel mapping and QA/QC.

On the basis of our past experience with the Fulton County tax maps, we anticipate a wide range of initial fit from the existing maps to the new digital orthophoto land base. It is not uncommon to find entire blocks of parcels and road Rights of Ways that are as much as 50 to 100 feet displaced from their apparent correct location. Therefore, we

have included both Coordinate Geometry COGO mapping as well as “Best Fit” rectification procedures within our tax parcel conversion/reposition process to achieve a suitable and logical “fit” of the final digital parcel data to the digital orthophoto basemap.

Platted subdivisions will be the first lots mapped into the file by COGO from the metes and bounds survey and design information of the recorded plats. This process will retain the parcel line dimensions as annotation from the COGO file. These dimensions will be directly compared on a one-to-one basis to those that are currently shown on the County’s tax parcel boundary maps. Errata points will be placed where the Atlas QA/QC team and City staff may need to review/research any major differences. Platted lots-parcels that have been developed by lot line scaling and dimensioning will be the next parcels mapped. Then the remaining lot boundaries will be digitally converted from the existing GIS digital data, with *each* parcel evaluated and adjusted to “fit” the land occupation lines interpreted from the Orthoimagery, all the while keeping the location, geometry and configuration as represented on the existing maps.

A proper fit of lot boundary linework to orthophoto imagery and land use occupation features will be achieved by ArcGIS experienced cadastral mappers using ArcGIS version 10.4 within a Geodatabase format. Adherence to a strict ArcGIS Geodatabase design will ensure that all final data has the integrity and topology for the full GIS capability of queries, sorts and applications anticipated for the City of Alpharetta/Milton’s wide use of the dataset. Parcel compilation will be accomplished to comply with all the rules and basic design of the ESRI Parcel Fabric data model in compliance with the ESRI Local Government Information Model (LGIM).

All mapping and digital conversion of lots and parcels by Atlas Geographic Data will be accomplished by experienced cadastral mapping staff. In this manner, City of Alpharetta/Milton can expect that the ***quality of the tax maps will be significantly improved by our processes***, and the digital data will have highest quality spatial topology, attribution, annotation and mathematical integrity.

Lot and parcel polygon attribute data is to be derived from the Fulton County Tyler Integrated Assessment Systems (IAS) CAMA database. This is to be supplemented by information from the City’s in-house planning and “other” databases that may contain Parcel IDs (such as utility databases, etc.). The main “links” between the new digital GIS lot data and the comprehensive Oracle based IAS system will be the Tax Parcel Identification Number and the fourteen to sixteen digit PARID number. This is a map number based, sequential numbering system, which has been maintained in the same basic format and schema within the existing tax maps as within the records of the IAS data. This number incorporates the Land Lot; thereby making sorting and QA/QC

processes more efficient and complete. It is been our experience with this database that parcels are sometimes not fully “combined” under one tax ID number on tax maps for single or common ownership (except where land hooked across road and rail rights-of-ways). This rule is even applied in mapping of parcels that are combined by purchase of adjacent properties and are physically contiguous. However, multiple parcels may be reflected within single records of the IAS database. The Sidwell Parcel Administrator software module is used by Fulton County to track, manage and assign Parcel numbers as a shell program to the ArcGIS geodatabase. Therefore, we anticipate instances and issues of “many-to-one and one-to-many” in linking Parcel IDs of mapped tax parcels to the records of the IAS database. This has not been an uncommon issue in many of our past projects. Atlas cadastral mapping staff are generally able to research and reconcile these types of issues; however, please note that errata reports to the City **will include all** such instances that are encountered in order that City staff can verify that we have properly interpreted the maps and digital records. Errata reports will also include all lots which are found on the maps, but cannot readily be confirmed within the IAS database. Likewise, Atlas errata reporting will also include all records of real property from the IAS database for which a mapped lot or parcel is not found. It is our understanding that City staff may assist with research into some of the more perplexing of these issues; however, it is the responsibility of Atlas to provide errata reports that are clear and precise, **and** to provide these reports on a regular basis with each delivered block of maps (i.e. do not wait until the project end to report and research these issues, rather perform this task during the full extent of the contract production period).

Lot Boundary mapping by COGO

COGO mapping represents the most precise and comprehensive method to develop new lot parcel boundary maps. A significant majority of existing issues with tax parcel mapping for City of Alpharetta/Milton will be resolved by this procedure. ArcGIS provides the ability to treat a COGO file of single or multiple lots as an “entity”. This means that Atlas cadastral mapping staff can move and rotate the “entity” around in space anywhere above the raster and vector images of the orthophoto base map. This freedom of movement provides the ability to place the entity (COGO file) anywhere that the operator selects. Experienced cadastral mappers first align and evaluate the fit of the COGO entity to the measured Rights-of-Ways relative to the street centerline. Other features, such as hydrographic features, adjacent parcels, land occupation features, etc. are “clues” as to the correct placement of the COGO entity. Many plats include a traverse of bearings and distances from a sometimes obvious and permanent origin point back to a “point of beginning” within the COGO boundary. These traverse origin points are sometimes features such as street Point of Intersection (PI), corner points of Rights of Way at intersections, geodetic or property corner monuments, etc. Wherever these can be precisely located within the orthophotography, then, this traverse is used to precisely

locate and place the COGO file. After placement, the COGO file is edited to precisely adjoin adjacent parcels, features, etc. All such minor edits are accomplished taking into full account the source from which each lot or parcel has been mapped. For example, if there is an issue of a minor gap, overlap, line extension or line rotation between a lot that has been placed by COGO (from a COGO file that closed suitably) next to a lot that was mapped by “Best Fit”, or a COGO file that had issues with closure, then the final lot boundary lines will generally be developed by snapping and coincidence with the closed COGO lot (unless there is compelling evidence to the contrary). These judgmental decisions on the part of experienced Atlas cadastral mappers generally go back to the original statement of ***“map the best information first”***. The unique data editing-tracking functionality within ESRI Parcel Fabric will be used to document and “time” all of these edits that are accomplished beyond a strict interpretation of the COGO data in order to achieve a geospatially continuous and topologically structured tax parcel dataset.

Lot Boundary Conversion using a “Best Fit” methodology

This represents the most efficient method to achieve spatially continuous and topologically structured GIS cadastral data that is rectified to fit to the City’s digital orthophotography. By this procedure, lot boundary lines will be re-constructed by Atlas staff to fit the orthophoto base map imagery on an individual lot basis. This will be accomplished strictly by Atlas cadastral mapping staff that are also experienced with parcel compilation from deeds and plats. Lot boundary lines will be placed using the following criteria:

- The existing Fulton County GIS tax parcel data incorporates a significant quantity of parcel line location problems and issues relative to aerial photography visually interpreted features. Atlas “Best-Fit” methodology will utilize aerial photo and any available lot line dimensions (lengths) to recreate geometry and transfer lot boundary lines from the existing maps to the new orthophoto base.
- City of Alpharetta/Milton has high quality six inch pixel color digital orthophotography. Lot Boundary line locations may be easily interpreted for a great many lots through a combination of occupation and land use lines from the imagery in conjunction with the prior COGO mapped lot lines. Having road Rights-of-Ways precisely mapped will greatly aid in best fitting lots in an accurate manner. Further, having all lots that have been mapped by COGO already in the file prior to “Best Fit” mapping will be a tremendous asset towards getting the lot boundaries for even “Best Fit” lots mapped accurately.

- Another source that can enhance the quality and precision of the “Best Fit” method of lot Boundary mapping is represented by older subdivision and City plats that have been compiled over the years for a variety of reasons, such as street paving, utility construction, planning, annexations, etc. From these older plats, Atlas will initially construct a grid or “base” of original lot lines by scaling and fitting these old plats onto the fabric of the land, streams and rivers. Of particular note, these old subdivision and City plats sometimes even include annotated street right of way widths. The older sections of towns and cities do not seem to have a great many property survey plats (most parcels are described by deeds, not plats), so this “base” of original lot lines can sometimes be an invaluable source to “Best Fit” (in conjunction with land occupation features) many older subdivision and City lots. Lot configurations are now sometimes quite different after many years of splits and combinations as shown on the current maps. Thus editing of lots placed by this procedure must carefully take into account the “current” lot boundaries that have evolved after many years of splits and combinations.
- Atlas cadastral mapping staff does **not** use trace digitizing and wholesale data rubber-sheeting for direct digitizing of tax parcel and lots from maps. Rather, our GIS cadastral mapping staff interactively transfer parcel lines and use the geometry information from the original document to “fit” lots individually, or in small blocks that have a ready and apparent acceptable “fit”. It has been our experience that wholesale rubber sheeting methods are **not** appropriate for digital conversion of lots and tax parcels. One major goal for a City Parcel conversion project is to actually **improve** the accuracy and precision of the lot boundary linework as a function of the conversion task. For example, rectilinear lots should be converted as rectilinear polygons, parallel lines should be converted parallel, etc. Rubber sheeting algorithms do **not** retain these geometric relationships and often create significant internal problems as a consequence of **pulling** perimeter boundary points to a specific location. The “Best Fit” method used by Atlas staff will **significantly improve** the precision and spatial fit of lots as a consequence of the conversion process.

The digital mapping and conversion procedures by Atlas will involve a digital linkage of all mapped parcels to the tabular IAS CAMA databases. Thus, a one-to-one relationship will be achieved, thereby accessing all of the tax database and attribute data that may be “keyed” through the lot (City) tax parcel (County) ID. As previously discussed, Atlas staff will provide clear and concise errata reports for all instances of “one-to-many” in linking tax parcel map data to Tyler IAS and city database records. The errata reports

will also include all records from the maps and the IAS database that do not have an apparent “link”.

A generalized digital database design within ArcGIS Geodatabase and Parcel fabric (taking into account LGIM) already exists at Atlas for projects of this nature. An example ArcGIS database and Parcel Fabric design that we used for DeKalb County, GA (and will likely use for City of Atlanta re-mapping) tax parcel mapping will be presented to City staff as an initial template from which to develop designs more aligned to the City’s needs. This has evolved within our organization from the thousands of tax maps, hundreds of county cadastral mapping/conversion projects and millions of parcels earlier completed by our senior staff. This database design has been developed to meet all the expected criteria of the Alpharetta/Milton region and Tyler CAMA cadastral mapping content and standards. Atlas will prepare a custom detailed database design specifically for the needs of City of Alpharetta/Milton using these existing documents as an initial draft. Digital data will be structured such that all unique features will be uniquely coded. Our database design will incorporate appropriate polygon, line, point, and annotation feature classes for individual lots. Data capture techniques will be used to ensure that road name text is separately coded from parcel numbers, lot numbers, addresses and parcel line dimensions, etc. Road Rights-of-Ways must be feature coded as both property line and Right-of-Way lines. Select lot lines may also be jurisdictional lines and need to be extracted and separately feature coded, etc. Subdivision boundaries and phases must be developed as attributed closed polygon “regions”. Proper feature coding of all data is crucial for the long term operation of the data sets within GIS to have the flexibility to accomplish the many queries, sorts and applications that will likely be asked of the data set. This database design will be based upon the most recent and available version of ArcGIS Geodatabase also formatted to operate within an ArcServer environment.

Digital conversion by Atlas will be accomplished such that all features on the source Fulton County GIS tax parcel boundary maps will be captured. Our procedures at this time will be to be sure that all features from the source maps are included within the geodatabase; however, we anticipate that a significant number of lot line dimensions may be changed due to finding more accurate dimensions from plat sources. Cartographic presentation will be greatly improved by this digitizing process due to consistent centering of text, parcel number placement, text rotations, etc. Atlas conversion operators will evaluate parcel line placement and any changes that need to be accomplished as an integral part of the digital conversion process, using “occupation and land use” features interpreted from the new digital orthophoto imagery. This will generally be accomplished on a parcel by parcel basis, rather than using rubber sheeting or elastic body algorithms. En-masse data shifts may be used where a minor linear shift is apparent for a correct fit of parcels to orthophoto imagery. Atlas conversion staff are

all experienced tax mappers from prior deed/plat mapping projects. Thus, Atlas staff members have the background and experience with land records issues to properly evaluate lot line placement relative to adjacent lots and parcels and land use/occupation lines that are apparent from the orthophotos. Atlas QA/QC processes will include detailed review of all final data by separate cadastral mappers before blocks of data are prepared and sent to the City for review.

A **Pilot project** will be conducted prior to initiating production re-mapping and GIS conversion. This Pilot will test our procedures and the project database designs, and incorporate the City staff's input and expectations. We anticipate that some changes will be required after the Pilot experience and evaluation of a detailed database design.

A digital file (ArcGIS) per existing Land Lot map is sent to the City for the review, QA/QC and approval processes by the City. This submittal includes initial ArcGIS data that is structured according to the project database design and tiled according to the hardcopy tax map index. Atlas staff will work with City staff to set up digital review processes using existing ArcGIS systems. This will enable City staff to overlay the new GIS parcel data to the orthophotography for a more efficient and extensive on-site review. Reports of lot and parcel numbers, acreages, errata, etc., are also included within the data delivery. Map files are sent in full batches of the "Blocks" determined from the project Land Lot and Tax District layout and are shipped typically on a monthly basis. The City is asked to review the maps, data and errata and insert "errata" point file notes within the digital data. This is also an excellent opportunity for Atlas to research and insert any recent splits, or for the City to attach documents for splits in order that Atlas staff may incorporate these most recent lots and parcels into the final edit process.

Upon receipt of the City's review, Atlas operators will digitally insert the edits and any new lot and parcel splits indicated. Final data will be processed and prepared for delivery. Shipments of final data and maps will also be made on the basis of the original "Block" boundaries established for management of the project by Land Lot and Tax District and product flow.

One other aspect of lot boundary digital conversion for City of Alpharetta/Milton warrants discussion. An assessed acreage and/or a street frontage dimension is shown for some larger lots and acreage parcels on the maps and within the IAS tax system data. Atlas will prepare an acreage and/or frontage distance divergence report for all larger lots and parcels that are digitized. This will include the "assessed" acreage (that will be extracted from the IAS data), the acreage calculated by ArcGIS (polygon acreage), and any acreage currently shown on the existing source map. The same criteria of divergence reporting may be accomplished for street frontage dimension. These acreage- frontage dimension reports will be delivered on a regular

basis along with delivery of initial data, as well as a delivery with final data. The City staff can then evaluate how best to utilize this acreage and street frontage reporting.

Roads and Streets

The existing Parcel Boundary maps generally have road rights of ways drafted as reasonably parallel lines for those which are of “regular” width. However, the actual ROW width is **not** annotated and is certainly not sufficiently consistent or accurate to determine ROW width by scaling. The Fulton County GIS data does **not** indicate street ROW width. Irregular rights of ways that are platted have generally been drafted to represent the generalized location and configuration.

The transportation network for the City of Alpharetta/Milton is to be represented as road rights of ways (ROW) that are constructed as polygons that are buffered to a consistent and mathematically correct width and are cut (ended as polygons) at Land Lot and Tax District boundaries. Consistent width road rights of ways will generally be constructed by buffering from the centerline file to achieve a precise and consistent width. Line work will be “smoothed” after initial conversion keeping intact the basic geometry and precise width. We anticipate that many of the irregular width rights of ways will need to be converted direct or by COGO from copies of the original Ga DOT or survey plats.

Existing survey plats from the Fulton County Clerk’s office will be used to the most reasonable extent to accurately map and digitize road and street Rights of Ways. These will be supplemented by GA DOT plans, transportation survey boundary data, Public works maps and documents, etc.

Road rights of ways are one of the basic and most important reference features for cadastral mapping and/or conversion of lots and parcels; thus, it is critical to get this feature as accurate as feasible within the GIS map data. Atlas proposes that our staff research the Right of Way width or configuration for **all** roads prior to digital conversion in any Land Lot or area. Discussions of road Right of Way width will certainly be a part of the on-site project kickoff meeting as well as the Pilot review meeting.

Quality Control

Quality Control is accomplished by the Atlas Team as a multi step process, with QC incorporated at strategic steps within the workflow. Digital operators utilize a number of specially prepared programs to check for items such as feature coding, duplication of data, overshoots, undershoots, etc., as the data is captured. After initial capture, a separate ArcGIS operator reviews each map file and runs batch programs to check for data integrity, topological structure, proper attribution, overall cleanliness, etc. An on-line digital edit is then accomplished for each map to correct all data conflicts and problems shown by the ArcGIS QC and processing programs. This edit includes a complete edge match of all digital data on each map against all digital data on adjacent maps (land lot to land lot and inset maps at all scales) to ensure a clean and spatially continuous City-wide data set, without internal interruptions or mismatches along map file boundaries.

Total Quality Control for tedious database development, such as lot and parcel datasets, **must** be an integral part of every task and step, and **must** be an attitude/expectation from company management for every employee and task in the loop of production. Senior members of the Atlas Team have **all** had experiences with **both** larger, bottom-line-driven corporate structures, as well as smaller specialized companies wherein quality work and client service are the main emphasis. The senior staff and partners within our Team have **all** chosen the latter career path. This involves investing extra time and effort into the assurance that every project is completed to the best of our ability, and within 100% of the project specifications and client expectation. Further, this involves making the extra effort to keep our client and our internal staff members fully informed, involved and engaged towards a clearly stated goal of superior project quality.

Our Team has developed a considerable library of interactive cadastral mapping ArcGIS tools to check, analyze, flag and/or correct digital line work and attributes “on-the-fly” as digital conversion is conducted. These Quality Control programs ensure that topologically structured files are developed, with precise mathematical intersects, without undue internal data points, and totally devoid of undershoots, gaps, overshoots, dangles, etc. All of these programs will be delivered to the City of Alpharetta/Milton within the scope of our services.

Specific Quality Control checks that are incorporated into our production flow include:

1. The line work is digital captured and/or edited in such a manner that all adjacent map features are interactively edge matched as an integral part of the data capture/editing process. This is accomplished by displaying all

surrounding finished map data while each new map set is being compiled. In this manner, we are assured of achieving a spatially continuous, topologically structured data set, City-wide.

2. A separate QC step is accomplished for the “line work” and lot-parcel number file developed in the preceding steps. This is accomplished by a separate GIS operator who displays each data set against the orthophoto/planimetric backdrop, and who checks off that all line work is included against a raster image of original source documents. This QC check includes checking for digital continuity and “cleanliness” as well as ascertaining that the final line work is correctly positioned, curved lines are correctly splined, etc. This QC check also researches for lot-parcel number link-ups to the tax parcel Fulton County Tyler Systems CAMA Integrated Assessment Systems database. Our standard process of “hot linking” the appropriate scanned and indexed source document to each subdivision is a major benefit in this secondary QA/QC step, as this provides the operator with a single click direct access to this critical item. Please note that this capability will also be a tremendous asset for the City of Alpharetta/Milton GIS staff in their QA/QC review of our work.
3. Finished and QC checked linework files are processed for text annotation data entry for all required feature attributes. Text annotation is to be controlled by the project digital database design. In close-fit areas, leader lines are to be utilized to enter text, as necessary. This text placement is to be accomplished to achieve a cartographically pleasing and correct map. Our Team has developed a number of programs to interactively place text, which set seed points at the center of lines, specific distances from lines, always reading left to right, etc. These will be used for initial text annotation entry. Operators will then relocate, resize, or leader line text in crowded or overwritten areas to achieve the final result of a cartographic presentation map. ***The ERRATA file for each map will be used to “flag” problems, questions and exceptions to the project design.*** Lot-parcel line legal/survey dimensions will be shown fully where they have been entered by COGO from the plat and deed sources. Parcels mapped by a Best Fit methodology will include all lot-parcel line dimensions as shown on the existing Fulton County maps, or a calculated (GIS scaled) dimension. All miscellaneous text such as landmark feature names, owner names, etc., will be transferred and included as found on the source documents. This includes situs addresses, subdivision lot numbers, building numbers and unit numbers in condominium, apartment and townhome communities, etc.

4. A separate QC is run against each file after text entry to check-off that all text has been correctly entered, is positioned correctly, is properly feature coded, etc. This QC check literally checks every piece of text and every attribute against the original source documents.
5. An in-depth review of how well line work “fits” the new digital imagery is accomplished on-line with the digital data sets overlaid to digital imagery and planimetry.

The enclosed Organization Charts within the “Resume Project Organization” section provides a description of how the Atlas Team is organized for each of the major tasks and deliverables that we have identified for this project. Graphic Organization Charts are included for each of these major tasks that include the specific Team members who will be performing Quality Control reviews of maps and data. For the parcel geodatabase, this includes:

- Hays Lambert, PLS, GISP - Atlas designated Project Manager who is ultimately responsible for all deliverables.
- Tre Penegar - Atlas designated Task Manager (TM) for all lot boundary re-mapping, conversion and GIS feature compilation.
- Mark Bratcher - Atlas GIS programmer designated Task Manager for all external database retrieval, formatting and ArcGIS linkages and reconciliations.

Perhaps the single most critical component for Quality Control by the Atlas Team is accomplished during the parcel re-mapping, conversion and compilation. **All** GIS mappers and operators use a standard procedure for **errata reporting** of issues and concerns. This involves first placing a “flag point” at the location of the parcel, the line, the address, or the point in the file which is problematic. This flag point is an attachment point to an attribute errata database that has two components:

1. Standardized terms and data fields that are prepared to describe the most commonly encountered issues. This is an assemblage of predesigned descriptors that all GIS and mapping staff have familiarity with and use on a regular basis. The standardization of the most common issues helps to clearly convey problems and provides an efficient point and click method to attribute the flag point. One goal of standardizing the descriptors is to make it easy for operators to develop

flag points; thereby, giving them an incentive to fully populate a file with all issues encountered.

2. A note field is provided wherein the operator enters a narrative description for the flag point issue.

These flag points are then studied and reviewed by the project management and production managers as a critical part of their Quality Control task. Again, also having single click access to the source document from which each parcel was compiled is a significant asset for this review. Some portion of the issues can be resolved by these individuals based on their extensive experience level with parcel compilation. Those flag points which do not have apparent resolution are retained in the file for the next level of Quality Control review by senior project management. Those flag points that cannot be resolved in this level of QA/QC are then retained in the Geodatabase file that is delivered to the City for review. Again, the entire errata report and the scanned image of the source document are included in this delivery. One of the data fields in the standardized errata report database is exclusively reserved for the City staff response. A major project efficiency and convenience is achieved by this method for everyone involved, in that, when discussing any specific problem or issue, the City staff member and the Atlas Team member need only to be online and click on the flag point to be “on the same page” in the discussion. Further, the flag point database is an ideal permanent documentation of problems encountered with compilation and the measures that were taken to resolve them.

This flag point errata database procedure will be demonstrated by our staff in the project kickoff meeting and will certainly be customized in the Pilot review process to meet the unique issues of parcel boundary mapping and conversion for this City of Alpharetta/Milton project.

City of Alpharetta Disclosure Form and Certificate of Non-Collusion

**DISCLOSURE FORM and CERTIFICATE OF NON-COLLUSION**

Offeror must disclose any possible conflict of interest with any City of Alpharetta (City) elected official and/or employee and if a known relationship exists between any principal or employee of your corporation, firm, team, organization, or person and any City elected official and/or employee. Relationship may consist of financial, personal, or family relations or may be in the form of campaign contributions to elected officials.

If, to your knowledge, no relationship exists, this shall be stated in your response. Failure to disclose such a relationship (or lack thereof) may result in response being declared non-responsive and will not be considered further. If already awarded, may result in cancellation of a purchase and/or contract as a result of your response.

Check one of the following, as it applies to your firm and this request. Use additional forms if needed:

- ☒ **No known relationship exists.** *If this box checked, skip to signature and firm information at bottom of form.*
- ☐ **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.*

Elected Official name and position:	
Amount/Value of Contribution:	
Date and description of Contribution:	
List other Relationship Type and name of City Employee/Official:	

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; 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 state [City] employee to transact business with the agency 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. Transacting business in defined as selling real property, personal property, or services, or purchasing surplus real or personal property.

Firm's Full Legal Name: Atlas Geographic Data, Inc.
(PLEASE TYPE OR PRINT)

Authorized Signature: *Larry E. Kirkpatrick*

Printed Name and Title of Person
Signing: Larry E Kirkpatrick, PLS, Secretary/Partner/VP

Date: June 12, 2017

Firm's Address: 215 Racine Drive, Suite 201, Wilmington, NC 28403

Contact's Email Address: lkirkpatrick@atlasgeodata.com

**This form must be completed in its entirety, signed by the firm's authorized signer and returned with your response in order for the response to be eligible for consideration.*

**Affidavit Verifying Contractor Participation in Federal Work
Authorization Program (E-Verify/I-9)****AFFIDAVIT VERIFYING CONTRACTOR
PARTICIPATION IN FEDERAL WORK
AUTHORIZATION PROGRAM**

GEORGIA

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 (GA) 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:

274980Federal Work Authorization (E-Verify) User Identification NumberNovember 11, 2009Date of AuthorizationAtlas Geographic Data, Inc.Name of ContractorAlpharetta-Cadastral Conversion Services-RFP: 17-111Name of Project

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

Executed on June, 12, 2017 in Wilmington (city), NC (state).

A handwritten signature in blue ink, appearing to read "Larry E. Kirkpatrick".

Signature of Authorized Officer or AgentLarry E Kirkpatrick, PLS, Secretary/Partner/VPPrinted Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS 13th DAY OF June, 2017.

A handwritten signature in blue ink, appearing to read "T. Gail Rouse".

NOTARY PUBLICMy Commission Expires:Sept. 25, 2017

Request for Taxpayer Identification Number and Certification

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Atlas Geographic Data, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ C Corporation
☒ S Corporation
☐ Partnership
☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
215 Racine Drive

6 City, state, and ZIP code
Wilmington, NC 28403

7 List account number(s) here (optional)
RFP # 17-111

Requester's name and address (optional)
City of Alpharetta, GA

Part I Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
- - - - -
or
Employer identification number
20-3251160

Part II Certification
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here
Signature of U.S. person ▶ *Larry E. Kusgatsch*
Date ▶ **June 12, 2017**

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/irb.
Purpose of Form
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:
• Form 1099-INT (interest earned or paid)
• Form 1099-DIV (dividends, including those from stocks or mutual funds)
• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
• Form 1099-S (proceeds from real estate transactions)
• Form 1099-K (merchant card and third party network transactions)
• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
• Form 1099-C (canceled debt)
• Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.
By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X

Form **W-9** (Rev. 12-2014)

Affidavit Verifying Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9) *(Prime contractor to retain on file)*

Not Applicable: No Subcontracting required by Atlas Geographic Data, Inc.



AFFIDAVIT VERIFYING SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

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 (contractor) on behalf of the **City of Alpharetta (GA)** 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 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 (E-Verify) User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

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

Executed on _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires

Local Vendor Certification Form**Not Applicable: Atlas is not a Local Vendor****City of Alpharetta****Local Vendor Certification Form**

Finance Department
2 Park Plaza
Alpharetta, GA 30009
Phone: 678-297-6094
Fax: 678-297-6063
www.alpharetta.ga.us

The City of Alpharetta has enacted an Alpharetta Vendor Preference (a.k.a. Local Vendor Preference) which applies to all formal procurements between \$50,000.01 and \$500,000.00 excluding Public Works Construction Projects (\$100,000.00 and greater), grant funded projects, and other exceptions as set forth in Section III(E) of the Alpharetta Purchasing Policy.

Invitation to Bid (ITB): An Alpharetta Vendor will be given preference in contract award if their responsive and responsible bid is within 3% of the low-bid offered by a non-Alpharetta vendor.

Request for Proposal (RFP): An Alpharetta Vendor will be provided a preference of 3% as an evaluation criterion.

Alpharetta Vendors must submit this form with their ITB/RFP to receive the preference.

Qualifications

A person or business entity must meet ALL of the following criteria to qualify as an Alpharetta Vendor. Please check all that apply.

- Has a permanent place of business with full-time employee(s) within City limits for a minimum of six months prior to the issuance date of any formal solicitation to which the business will be responding. The permanent place of business must distribute goods/services and cannot be a post office box or a residence.
- ☐ Has a valid business license from the City.
- ☐ Is not delinquent on any taxes/fees owed to the City (e.g. property taxes, business license fees, false alarm fees, etc.).

Certification

Business/Company Name:

Current Business/Company Address:

If the business has been located at the above address for less than six months, please provide the previous physical address below.

Previous Business/Company Address:

The place of business identified above employs the following number of full-time employee(s):

--

City of Alpharetta Business License #

--

Please provide a copy of you current City of Alpharetta Occupational Tax Certificate Business Registration (a.k.a. Business License) with your ITB/RFP response.

Business Representative Approval/Contact Information

Name (print):

--

Date:

--

Position Title:

--

Phone #:

--

Signature:

--

E-mail:

--

This Section is for City Use Only

Qualifications Verification:

--

Date:

--



ATLAS-1

OP ID: TG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/25/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER James E. Moore Insurance 1508 Military Cutoff Rd #104 Wilmington, NC 28403 Adrienne Moore	CONTACT NAME: Teresa P Gedraytis, CIC, CISR
	PHONE (A/C, No, Ext): 910-256-5333 FAX (A/C, No): 910-256-7844
	E-MAIL ADDRESS: tg@jamesemoore.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Travelers Indemnity Company NAIC # 25658
	INSURER B: Travelers Cas & Surety Co of A 31194
	INSURER C: Axis Insurance Co 37273
	INSURER D: Travelers Indemnity Co of CT 25682
	INSURER E:
	INSURER F:

INSURED Atlas Geographic Data, Inc
657 Tanbridge Rd.
Wilmington, NC 28405

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	X	X	680-8D757697-16-42	11/17/2016	11/17/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
D	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	X	X	BA-9D180171-16-SEL	11/17/2016	11/17/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 5000	X	X	CUP-9D180484-16-42	11/17/2016	11/17/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	IAUB4185T39316	11/17/2016	11/17/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab			MCN000200691601	09/17/2016	09/17/2017	Limit 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: FC-7704, Lot Boundary Conversion and Street Centerline Enhancement
The City of Atlanta is an additional insured on a primary, non-contributory basis with regards to the general liability, auto liability and umbrella liability as required by contract. Waiver of subrogation also provided as required by contract.

CERTIFICATE HOLDER

CANCELLATION

CITY OF A City of Atlanta Enterprise Risk Management 68 Mitchell Street, Ste 9100 Atlanta, GA 30303	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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APPENDIX B: CITY OF ALPHARETTA TAX FORMS

ST-5 (Rev. 10/2016)



**STATE OF GEORGIA
DEPARTMENT OF REVENUE
SALES TAX CERTIFICATE OF EXEMPTION
GEORGIA PURCHASER**

To: Atlas Geographic Data, Inc.

June 15, 2017

SUPPLIER

215 Racine Drive, Suite 201,

Wilmington

NC

DATE

28403

SUPPLIER'S ADDRESS

CITY

STATE

ZIP CODE

THE UNDERSIGNED HEREBY CERTIFIES that all tangible personal property purchased or leased after this date will qualify for tax-free or tax exempt treatment as indicated below. (Check the Applicable Box)

- ☐ 1. Purchases or leases of tangible personal property or services for **RESALE ONLY**. O.C.G.A. § 48-8-30. A sales and use tax number is required unless the purchaser is one of the following: church, qualifying tax exempt child caring institution, tax exempt parent-teacher organization or association, private school (grades K-12), nonprofit entity raising funds for a public library, member councils of the Boys Scouts of America or Girl Scouts of the U.S.A. **TAX-FREE TREATMENT DOES NOT EXTEND TO ANY PURCHASE TO BE USED BY THE PURCHASER, INCLUDING ITEMS THE PURCHASER WILL DONATE.** O.C.G.A. §§ 48-8-3(15), (39), (41), (56), (59), (71).
- ☒ 2. Purchases or leases of tangible personal property or services made by the United States government, the state of Georgia, any county or municipality of this state, fire districts which have elected governing bodies and are supported in whole or in part by ad valorem taxes, or any bona fide department of such governments when paid for directly to the seller by warrant on appropriated government funds. A sales and use tax number is not required for this exemption. O.C.G.A. § 48-8-3(1).
- ☐ 3. Sales of tangible personal property and services made to the University System of Georgia and its educational units, the American Red Cross, a Community Service Board located in this state, Georgia Department of Community Affairs Regional Commissions, or specific qualified authorities provided with a sales tax exemption under Georgia law. A sales and use tax number is not required for this exemption. O.C.G.A. §§ 37-2-6.1(d), 48-8-3(8), 50-8-44.
- ☐ 4. The sale, use, consumption, or storage of materials, containers, labels, sacks, or bags used for packaging tangible personal property for shipment or sale. Materials purchased at a retail establishment for consumer use are not exempt. A sales and use tax number is not required for this exemption. O.C.G.A. § 48-8-3(94).
- ☐ 5. Aircraft, watercraft, motor vehicles, and other transportation equipment manufactured or assembled in this state when sold by the manufacturer or assembler for use exclusively outside this state and when possession is taken from the manufacturer or assembler by the purchaser within this state for the sole purpose of removing the property from this state under its own power when the equipment does not lend itself more reasonably to removal by other means. A sales and use tax number is not required for this exemption. O.C.G.A. § 48-3(32).
- ☐ 6. The sale of aircraft, watercraft, railroad locomotives and rolling stock, motor vehicles, and major components of each, that will be used principally to cross the borders of this state in the service of transporting passengers or cargo by common carriers and by carriers who hold common carrier and contract carrier authority in interstate or foreign commerce under authority granted by the United States Government. Replacement parts installed by carriers in such aircraft, watercraft, railroad locomotives and rolling stock, and motor vehicles that become an integral part of the craft, equipment, or vehicle are also exempt. The exemption does not extend to private or contract carriers. O.C.G.A. § 48-8-3(33)(A).
- ☐ 7. Purchases or leases of tangible personal property or services made by the Federal Reserve Bank, a federally chartered credit union, or a credit union organized under the laws of this state. A sales and use tax number is not required for this exemption. 12 U.S.C. §§ 531, 1768 § 1768; O.C.G.A. § 48-6-97.

Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, this certificate is true and correct and made in good faith, pursuant to the sales and use tax laws of the State of Georgia. Further, I understand that any tangible personal property obtained under this certificate is subject to sales and use tax if the purchaser uses or consumes the property in any manner other than indicated above.

Purchaser's Name: City of Alpharetta, Georgia Sales Tax Number: 301-682441
(IF REQUIRED)

Purchaser's Type of Business: Municipality

Purchaser's Address: 2 Park Plaza, Alpharetta, GA 30009

Printed Name and Signature: Thomas G. Harris Title: Finance Director

Telephone Number: 678-297-6094 Email: tharris@alpharetta.ga.us

Supplier must secure and maintain one properly completed certificate of exemption from each purchaser making purchases without the payment of tax.

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.																																																		
Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. City of Alpharetta																																																			
	2 Business name/disregarded entity name, if different from above																																																			
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☒ Other (see instructions) ▶ Governmental Entity (Tax Exempt)																																																			
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 3 Exemption from FATCA reporting code (if any) C (Applies to accounts maintained outside the U.S.)																																																			
	5 Address (number, street, and apt. or suite no.) 2 Park Plaza																																																			
	6 City, state, and ZIP code Alpharetta, GA 30009																																																			
	7 List account number(s) here (optional)																																																			
Part I Taxpayer Identification Number (TIN)																																																				
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="10" style="text-align: center;">Social security number</td></tr><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr><tr><td colspan="10" style="text-align: center;">or</td></tr><tr><td colspan="10" style="text-align: center;">Employer identification number</td></tr><tr><td style="width: 20px; height: 20px;">5</td><td style="width: 20px; height: 20px;">8</td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;">6</td><td style="width: 20px; height: 20px;">0</td><td style="width: 20px; height: 20px;">1</td><td style="width: 20px; height: 20px;">4</td><td style="width: 20px; height: 20px;">5</td><td style="width: 20px; height: 20px;">4</td><td style="width: 20px; height: 20px;"></td></tr></table>			Social security number																				or										Employer identification number										5	8		6	0	1	4	5	4	
Social security number																																																				
or																																																				
Employer identification number																																																				
5	8		6	0	1	4	5	4																																												
Part II Certification																																																				
Under penalties of perjury, I certify that:																																																				
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and																																																				
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and																																																				
3. I am a U.S. citizen or other U.S. person (defined below); and																																																				
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.																																																				
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.																																																				
Sign Here	Signature of U.S. person ▶ <i>Thomas L. Harro</i>	Date ▶ <i>4/9/15</i>																																																		
General Instructions																																																				
Section references are to the Internal Revenue Code unless otherwise noted.																																																				
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9 .																																																				
Purpose of Form																																																				
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:																																																				
• Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions)																																																				
• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property)																																																				
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.																																																				
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding?</i> on page 2.																																																				
By signing the filled-out form, you:																																																				
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),																																																				
2. Certify that you are not subject to backup withholding, or																																																				
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and																																																				
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See <i>What is FATCA reporting?</i> on page 2 for further information.																																																				

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF EXISTENCE

I, Brian P. Kemp, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

Atlas Geographic Data, Inc.

a Foreign Profit Corporation

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number	:14683200
Date Inc/Auth/Filed	:10/13/2014
Jurisdiction	:North Carolina
Print Date	:05/25/2017
Form Number	:211



Brian P. Kemp
Secretary of State



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRIAN P. KEMP

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name: **Atlas Geographic Data, Inc.** Control Number: **14099286**

Business Type: **Foreign Profit Corporation** Business Status: **Active/Compliance**

Business Purpose:

Principal Office Address: **1015 Ashes Drive, Suite 104, Wilmington, NC, 28405** Date of Formation / Registration Date: **10/13/2014**

Jurisdiction: **North Carolina** Last Annual Registration Year: **2017**

REGISTERED AGENT INFORMATION

Registered Agent Name: **Bernard M. Porche**

Physical Address: **1701 Childress Drive, SW, Fulton, Atlanta, GA, 30311, USA**

OFFICER INFORMATION

Name	Title	Business Address
Larry Eldred Kirkpatrick	Secretary	657 Tanbridge Road, Wilmington, NC, 28405, USA
Teresa Manning Kirkpatrick	CFO	657 Tanbridge Road, Wilmington, NC, 28405, USA
Frank Hays Lambert	CEO	110 Marsh Creek Drive, Hampstead, NC, 28443, USA

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

JOINT RESOLUTIONS OF DIRECTORS AND SHAREHOLDERS
OF
ATLAS GEOGRAPHIC DATA, INC.
BY UNANIMOUS WRITTEN CONSENT
TO ACTION WITHOUT MEETING

We, the undersigned, being all of the directors and shareholders of Atlas Geographic Data, Inc., hereby do adopt the following resolutions by signing our written consent thereto, and by the execution of these minutes, hereby do waive any and all formalities of meeting including but not limited to notice, time, date, place and purpose of said meeting.

RATIFICATION AND CONFIRMATION

WHEREAS, the shareholders and directors of the corporation have reviewed the operations of the corporation and the actions taken by said shareholders and directors and officers of the corporation during the period of time from its incorporation on August 3, 2005 in the State of North Carolina through and including the date of these minutes and desire to approve, ratify and confirm such operations, actions and other corporate matters.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the operation of the corporation and the actions of the shareholders, directors and officers during the period of time from August 3, 2005 through and including the date hereof, be, and hereby are, approved, ratified and confirmed; and,

RESOLVED FURTHER, the shareholders of the corporation hereby restate, ratify and confirm that they are the only shareholders of the corporation, that the shares of stock were validly issued for adequate consideration paid therefore and that such shares comprise, in the aggregate, all of the issued and outstanding stock of the corporation:

Name

Frank Hays Lambert
Teresa Kirkpatrick
Larry Kirkpatrick
Justin Lahman
Robert M. Bratcher
Samuel Penegar

RESOLVED FURTHER, that the shareholders of the corporation hereby ratify and confirm that the below-named persons of the corporation have been duly elected and are currently serving as Directors of the corporation as follows:

Name

Frank Hays Lambert
Teresa Kirkpatrick
Larry Kirkpatrick

RESOLVED FURTHER, that the shareholders and directors of the corporation hereby ratify and confirm that the below-named persons of the corporation have been duly elected and are currently serving as officers of the corporation as follows, with full authorization of the shareholders and Corporation granted to the President and Secretary to manage the day-to-day affairs of the corporation to include the authority to negotiate, sign and execute contracts for GIS and mapping services. Authority granted specifically herein for contract negotiation and execution of project #17-111, Cadastral Conversion Services for the Cities of Alpharetta and Milton, GA.

<u>Name</u>	<u>Title</u>
Frank Hays Lambert	President
Teresa Kirkpatrick	Treasurer
Larry Kirkpatrick	Secretary

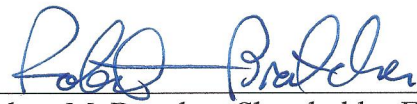
This action is effective as of the 12th day of June, 2017.


Frank Hays Lambert, Director and Shareholder-Employee


Teresa Kirkpatrick, Director and Shareholder-Employee


Larry Kirkpatrick, Director and Shareholder-Employee


Justin Lahman, Shareholder


Robert M. Bratcher, Shareholder-Employee


Samuel Penegar, Shareholder-Employee

Certified and Sealed by Corporate Secretary this 12th day of June 2017


Larry Kirkpatrick



City of Alpharetta/Milton Cadastral Conversion Services

Task: Source Document Preparation

Atlas Geographic Data, Inc.

Legend

Atlas Geographic Data: (AGD): Prime Consultant

City of Alpharetta
Steven Wardrup, GIS Manager
City of Milton
Alicia Newberry, GIS Manager

Project Management: Prime Consultant

Atlas Geographic Data

Hays Lambert, PLS GISP (AGD)-PM-Principal
Samuel (Tre) Penegar, PLS (AGD)-Assistant

Atlas Geographic Data Production Team

Tre Penegar PLS
Larry Kirkpatrick, PLS
Joe Waple
Teresa Kirkpatrick
Matthew Brady

- Research on-site plats within Fulton County Clerk's office. Use in-house computer access programs, indexes and hardcopy books and indexes. Select most appropriate documents.
- Acquire & organize all plats, both hard copy and scanned from various Departments from within Alpharetta & Milton.
- Scan and index by land lot all selected plats acquired from City Departments.
- Develop COGO files for selected plats as directed by Atlas Project Manager
- Scan and index all plats on-site from Fulton County Clerk's office, then organize and pull those associated with Alpharetta & Milton

- Acquire & organize data from City Planning & IT Departments.
- Acquire data from GA DOT.
- Acquire data from other City Departments.
- Acquire GIS and CAMA data from Fulton County.
- Acquire Planning database from both Alpharetta & Milton.
- Research all possible sources for road rights-of-ways and survey plats.
- QA/QC all collected source documents and databases

- Research on-site plats within Fulton County Clerk's office. Use in-house computer access programs, indexes and hardcopy books and indexes. Select most appropriate documents.
- Scan and index by land lot all selected plats purchased as hardcopy from Clerk's office.
- Pull & organize all plats associated with Alpharetta & Milton
- Develop COGO files for selected plats as directed by Atlas Project Manager

Legend

Atlas Geographic Data: (AGD): Prime Consultant

Cities of Alpharetta & Milton

Task: Cadastral Conversion Services

Atlas Geographic Data, Inc.

City of Alpharetta

Steven Wardrup, GIS Manager

City of Milton

Alicia Newberry, GIS Manager

Project Administration

Atlas Geographic Data

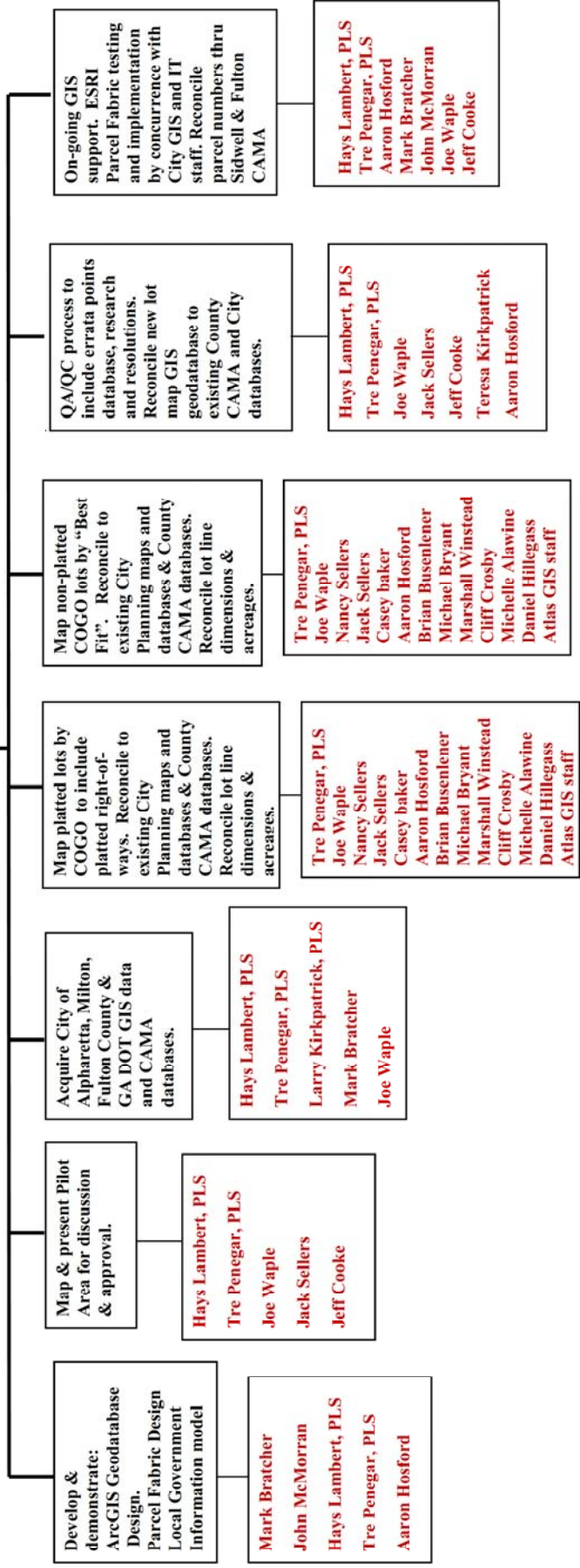
Larry Kirkpatrick, PLS

Project Management: Prime Consultant

Atlas Geographic Data

Hays Lambert, PLS GISP (AGD)-PM-Principal

Samuel (Tre) Penegar, PLS (AGD)-Assistant





Hays Lambert , PLS, GISP

President & GIS Project Manager

EDUCATION & REGISTRATION:

BS, Geography, Concentration in GIS; Appalachian State University, 1998

Professional Land Surveyor (PLS) North Carolina (2013) South Carolina, GIS specialty. (2005)

GISP, Certification as Geographic Information Systems Professional (2008)

RELEVANT PROJECT EXPERIENCE:

Mr. Lambert has concentrated on GIS implementations for local county governments for the past eighteen years. This has involved primarily E-911 and tax parcel databases for a variety of county government applications. Nearly all projects completed, and underway, have involved the use of ESRI Arc technology for data construction. This includes the most recent modules of ArcGIS, Geodatabase and ArcServer. The following example county-wide GIS projects describe the technical scope of services provided by Mr. Lambert in roles of project management, database design, and database production.

Examples projects

- **Dekalb Co., GA:** Project manager for Parcel Fabric conversion (235,000 parcels) and ArcGIS implementation. Project included field verification and mapping
- **Cobb Co., GA:** Project manager for cadastral map conversion of water, sanitary sewer and DOT drainage utility easements 250,000 Easements. (On-Going).
- **Marietta, GA:** Project manager for Parcel Fabric conversion from Cobb County Cadastral GIS geodatabase. Local Government Information Model.
- **City of Atlanta:** Project manager for upcoming Parcel Fabric conversion from Fulton County Cadastral GIS geodatabase. Local Government Information Model.
- **Monongalia Co., WV:** Project manager for cadastral map conversion and E-911 Address Verification. ArcGIS Parcel Fabric Implementation.
- **Cabell Co., WV:** Project manager for cadastral map conversion. ArcGIS Parcel Fabric Implementation.
- **Mercer Co., WV:** Project manager for cadastral map conversion. ArcGIS Parcel Fabric Implementation. (On-Going).
- **Grant Co., WV:** Project manager for cadastral map conversion. ArcGIS Parcel Fabric Implementation. (On-Going).
- **City of Hattiesburg., MS:** Project Manager water/sewer utility ESRI LGIM implementation.
- **Talbot, Queen Anne's, Cecil, Kent, Dorchester, & Caroline, MD:** Project manager for digital conversion of 110,000 parcels for these MD Counties into an ArcGIS Geodatabase format. This included re-mapping 40,000 parcels by COGO from plats, with the remainder by best fit from Maryland Property view maps.

- **Anne Arundel Co., MD:** Project manager for address inventory and development of CAD database by individual structure addresses (140,000 field verified). Reconciliation of 260,000 addresses to Telco ALI database.
- **Johnston Co., NC:** GIS Project Manager for in-the-field Address inventory & development of CAD database by individual structure addresses (151,000). Reconciliation of address points to existing databases to include Telco ALI, and road centerlines with address ranges to MSAG.
- **Monongalia County, WV:** GIS Project Manager for in-the-field Address inventory & development of CAD database by individual structure addresses (90,000). Reconciliation of address points to existing databases to include Telco ALI, and road centerlines with address ranges to MSAG.(2014/15).
- **Greenbrier County, WV:** GIS Project Manager for in-the-field Address inventory & development of CAD database by individual structure addresses. Reconciliation of address points to existing databases to include Telco ALI, and road centerlines with address ranges to MSAG.(2014/15).
- **Hampshire Co., WV:** Project manager for re-addressing and address inventory with development of CAD database by individual structure addresses, road centerlines as well as tax parcel conversion and MSAG, ALI for Telco, and address conversion database for USPS and WV Homeland Security. 2010/2011. Tax parcel conversion of 22,000 parcels
- **Vance Co., NC:** Project manager for cadastral mapping of more than 2200 parcel splits and tax parcel corrections within an existing ArcGIS geodatabase (2010/2012).
- **Wetzel Co., WV:** Project manager for re-addressing and address inventory with development of CAD database by individual structure addresses, road centerlines as well as tax parcel conversion and MSAG, ALI for Telco, and address conversion database for USPS and WV Homeland Security. 2011/2012. Tax parcel conversion of 15,600 parcels.
- **Mineral Co., WV:** Project manager for re-addressing and address inventory with development of CAD database by individual structure addresses, road centerlines as well as tax parcel conversion and MSAG, ALI for Telco, and address conversion database for USPS and WV Homeland Security. 2012/2013.
- **Pendleton Co., WV:** Project manager for re-addressing and address inventory with development of CAD database by individual structure addresses, road centerlines as well as tax parcel conversion and MSAG, ALI for Telco, and address conversion database for USPS and WV Homeland Security. 2011/2012. Tax parcel conversion of 9800 parcels.
- **Talbot Co., MD:** Project manager for address inventory & development of CAD database by individual structure addresses, as well as tax parcel conversion and AVL implementation for ambulances. ***GIS operator for in-the-field inventory of addresses.*** ArcGIS Geodatabase. (2002/09).

- **Queen Anne Co., MD:** Project manager for address inventory and development of CAD database by individual structure addresses. (2004/05). Project manager for tax parcel mapping by COGO and direct conversion with ArcGIS Geodatabase delivery. ***GIS operator for in-the-field inventory of addresses.*** (2005/08).
- **Cecil County, MD:** Project manager for address point inventory and development of CAD database. (2006/07). ***GIS operator for in-the-field inventory of addresses.*** Digital conversion of 45,000 tax parcels by combination of COGO (multiparcel plats) and best fit from MD Property View sources. (2007/08).
- **Hyde County, NC:** Project manager for E-911 database development comprised of planimetry, road centerlines, address points and address ranges. Reconciliation to MSAG and ALI databases. ArcGIS Geodatabase delivery. (2008-09)
- **Wicomico Co. MD:** Project manager for address inventory and development of CAD database by individual structure addresses (50,000 field verified). Reconciliation of address points to ALI, centerlines to MSAG.
- **Preston County, WV:** Project manager for digital conversion of 22,000 parcels into an ArcGIS Geodatabase format using best fit from existing maps and COGO for Plats. (2012)
- **Lincoln County, WV:** Project manager for digital conversion of 18,000 parcels into an ArcGIS Geodatabase format using best fit from existing maps and COGO for Plats. (2013/14)
- **Jones County, NC:** Upgrade of GIS data and systems from Arc Coverages to Geodatabase format. Digital color orthophotography. ArcGIS/Geodatabase. (2007/09). E911 ArcGIS geodatabase re-construction (2014).
- **Perquimans Co., NC:** Conversion of tax parcels from ArcInfo Coverages to ArcGIS Geodatabase along with client training in ArcGIS 9.3. (2009)

CAREER HISTORY:

August 2005 to Present: President of **Atlas Geographic Data, Inc.** Responsible for project management, personnel management. and company administration.

2002 to July 2005: Cadastral / E-911 / GIS Project Manager for Mapping Resource Group, Inc. Responsibilities at MRG included project management of all Cadastral and GIS projects, database design and deployment, GIS consulting and client relations. All projects involving ArcInfo data processing and database development for E-911 and Cadastral mapping projects.

2001 to 2002: GIS Analyst for 3DI Technologies, Inc. Responsible for database management, data translations and editing, and client communications. Major projects involved complex ArcInfo datasets.

1999 to 2001: Cadastral mapper for AGD/3DI Technologies, Inc. Responsible for parcel compilation, deed and plat research, extensive orthophoto interpretation, and database analysis and editing. Interactive mapping using ArcInfo for COGO and data capture.

1998 to 1999: GIS/911 technician for Analytical Surveys, Inc.



Larry E. Kirkpatrick, PLS , GISP

Vice President & Partner

REGISTRATIONS:

Professional Land Surveyor: North Carolina (Photogrammetry Specialty) (1999)
Professional Land Surveyor: South Carolina (Photogrammetry & GIS specialties (2005)
Professional Land Surveyor: Virginia (Photogrammetry specialty) (2009)
GISP Certification as Geographic Information Systems Professional (2009)

EDUCATION:

BS, Geological Engineering, North Carolina State University, 1973
MS, Civil Engineering Curriculum; Geotechnical Engineering, North Carolina State University, 1979
(Minor in air photo interpretation and remote sensing)

RESPONSIBILITIES:

Mr. Kirkpatrick's responsibilities include project administration, project planning, business development, project costing, contract negotiation, document preparation, cost accounting, and project management for selected projects.

RELEVANT PROJECT EXPERIENCE:

Mr. Kirkpatrick has a total of 32 years experience in the digital mapping, surveying, and civil engineering fields. This has included Company Management as President for 17 years for two major North Carolina based Photogrammetric/GIS/Cadastral/E-911 mapping companies, and extensive Project Management and administration for hundreds of local government GIS implementations.

Cadastral mapping and/or conversion projects for **GIS** implementation have included more than 60 counties, totaling more than 3,000,000 parcels. More than one half of these have involved compilation from deeds, with the remainder being conversion projects for GIS implementation

GIS Consulting to include on-site Needs Assessment, staff interviews and report generation for GIS implementation for more than a dozen major County projects. Duties generally included ArcInfo and ArcGIS database designs as well as project staffing recommendations, hardware/software designs, and RFP and RFQ document development for mapping and conversion services.

E-911 Mapping and Addressing projects have included 40 counties, totaling more than 1,000,000 address assignments and tens of thousands digital route and road centerline-address range maps in GIS and CAD formats. Many projects included MSAG development, ESN boundaries, reconciliation to Telco ANI/ALI database, address range attribution onto centerlines and address point attribution of individual structures. Most E-911 projects have been ArcGIS, ArcInfo, and/or Geodatabase.

Project Manager and/or project administrator for **larger multi-year projects**. Examples include Gwinnett County, GA, plan-topo-ortho-cadastral (\$6,500,000); Wake County, NC, plan-topo-ortho-cadastral contracts spanning a period of 8 years (6 contracts totaling more than \$5,000,000); Fulton County, GA, and City of Atlanta, plan-topo-ortho (\$3,000,000); Durham County, NC, (\$3,000,000), and Bibb County, GA (\$1,000,000)

Orthophoto base mapping projects contracted for and/or directly managed include more than 100 major projects, totaling more than 45,000 orthophotos.

Detailed Planimetric and Topographic mapping of entire city/county areas by aerial photogrammetry has included more than 30 major local government entities.

LIDAR project design and data evaluation for use as a DEM/DTM for ground surface modeling includes one full year as a project consultant on one of the teams providing LIDAR data for the NC FloodMap project.

Photogrammetric mapping experience and Project Management for **Transportation Design Projects** have included hundreds of projects directly for NCDOT, SCDOT, GADOT, and/or private design engineers.

CAREER HISTORY:

- **August 2005 to Present:** Vice President and Partner: **Atlas Geographic Data, Inc.** Responsible for company administration, business development, and project management.
- **2001 to July 2005:** Business Development, Project Management and Administration for Mapping Resource Group, Inc. (Wilmington, NC)
- **1999 to 2001:** Business development, project management and administration for local government clients for 3D Imaging, LLC, in Wilmington, NC. Duties included GIS consulting for selected clients.
- **1995 to 1999:** President, American Geographic Data, Inc. Project management and business development, particularly for county and city GIS implementations and database development.
- **1991 to 1995:** Exec. Vice President, Westinghouse Landmark GIS, an aerial photogrammetric, cadastral and utility GIS mapping company in Cary, NC. Responsible for marketing, preparation of proposals, project estimating, negotiation and contract preparation. Responsibilities also included management of select projects for digital orthophotography, cadastral, E-911, and utility mapping.
- **1984 to 1991:** President, Westinghouse Landmark GIS. Directed company development from 15 employees in 1984 to 130 employees by 1991. Responsible for company administration, accounting, project and personnel management, marketing, preparation of proposals, job costing, negotiation and preparation of contracts.
- **1974 to 1984:** Staff engineer/geologist, S&ME, Inc., a Raleigh based geotechnical engineering firm. Managed subsurface geotechnical investigations for more than 300 projects including on-site construction and quality control testing.

Cadastral Mapping and/or GIS Tax Parcel conversion projects

managed by Larry Kirkpatrick, PLS GISP since 1984:

- DeKalb Co. GA (AGD) 225,000 parcels, ArcGIS, plats & existing maps
- Marietta, GA (AGD) 34,300 parcels, ArcGIS Parcel Fabric conversion
- Bibb County, GA (WLGIS) 55,000 parcels, Genasys, from existing maps
- Gwinnett Co, GA (WLGIS) 130,000 parcels, GDS & Intergraph, from deeds
- Greenbrier Co., WV (AGD) 32,000 parcels, ArcGIS, plats & existing maps
- Hampshire Co. WV (AGD) 22,000 parcels, , ArcGIS, plats & existing maps
- Preston Co. WV (AGD) 16,000 parcels, ArcGIS, plats & existing maps
- Weytzel Co. WV (AGD) 15,600 parcels, ArcGIS, plats & existing maps
- Lincoln Co. WV (AGD) 18,000 parcels, ArcGIS, plats & existing maps
- Marion Co. SC (AGD) 18,000 parcels, ThinkGIS, plats & existing maps
- Pendleton Co. WV (AGD) 9800 parcels, ArcGIS, plats & existing maps
- Marshall County, WV (AGD) 26,000 parcels, ArcGIS, plats & existing maps
- Grant County, WV (AGD) 13,000 parcels, ArcGIS, plats & existing maps
- Hardy County, WV (AGD) 18,000 parcels, ArcGIS, plats & existing maps
- Monroe County, WV (AGD) 18,000 parcels, ArcGIS, plats & existing maps
- Monongalia Co. WV(AGD) 50,000 parcels, ArcGIS, plats & existing maps
- Warren County, MS (AGD) 26,000 parcels, ArcGIS, plats & existing maps
- Lincoln County, MS (AGD) 25,000 parcels, ArcGIS, plats & existing maps
- Charles Co. MD (AGD) 61,000 parcels, ArcGIS, COGO from plats
- Garrett Co. MD (AGD) 24,000 parcels, ArcGIS, plats & existing maps
- McDowell Co. NC (AGD) 24,000 parcels, ArcGIS, existing maps from deeds
- Gates County, NC (AGD) 7,500 parcels, ArcGIS, from deeds/ plats
- Hyde County, NC (AGD) 7,500 parcels, ArcGIS, from deeds/ plats
- St. Clair County, MI (AGD) 62,000 parcels, ArcGIS, from existing maps
- Benzie County, MI (AGD) 18,000 parcels, ArcGIS, from existing maps
- Dorchester Co., MD(AGD) 24,000 parcels, ArcGIS from existing maps
- Crawford County, PA (AGD) 65,000 parcels, ArcGIS, from existing maps
- Queen Anne's Co, MD (AGD) 25,000 parcels, ArcGIS plats & existing maps
- Cecil County, MD (AGD) 40,000 parcels, ArcGIS plats & existing maps
- Kent County, MD (AGD) 10,000 parcels, ArcGIS plats & existing maps
- Caroline Co, MD (AGD) 8,000 parcels from existing maps
- Pamlico County, NC (MRG) 14,000 parcels, ArcInfo from deeds/ plats
- Vanderburgh, IN (AGD) 60,000 parcels, ArcInfo, from existing maps
- Talbot County, MD (MRG) 18,000 parcels, ArcInfo, from existing maps
- Berien County, MI (MRG) 15,000 parcels, ArcInfo, from existing maps
- Saginaw County, MI (3DI) 24,000 parcels, ArcInfo, from existing maps
- Perquimans Co, NC (MRG) 2,000 updates from deeds, ArcInfo
- Jackson Co, Miss (AGD) 50,000 parcels, ArcInfo, existing maps
- Person Co, NC (WLGIS) 22,000 parcels, ArcInfo, from deeds
- Anderson Co, SC (AGD) 88,000 parcels, ArcInfo, from deeds
- Warren County, NC (AGD) 20,000 parcels, ArcInfo, from deeds
- Jones County, NC (AGD) 7,500 parcels, ArcInfo, from existing maps

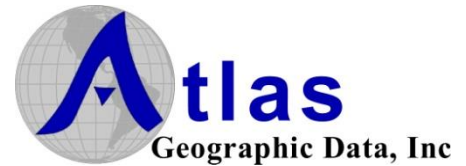
Cadastral Projects, Larry Kirkpatrick (continued)

- Montgomery Co, NC (AGD) 28,500 parcels, ArcInfo, from existing maps
- Charles City Co, VA(AGD) 5,400 parcels, ArcInfo, from existing maps
- Pender County, NC (AGD) 35,000 parcels, USI, ArcInfo, from deeds
- Macon County, NC (AGD) 33,000 parcels ArcInfo, from existing maps
- Chatham County, NC (AGD) 26,000 parcels ArcInfo, from existing maps
- Jackson County, NC (AGD) 28,000 parcels ArcInfo, from existing maps
- Yadkin County, NC (AGD) 24,000 parcels ArcInfo, from existing maps
- Franklin County, NC (AGD) 4,000 parcel splits, ArcInfo, updates for 1994-97
- Harnett County, NC (AGD) 7,000 parcels splits, ArcInfo, updates for 1995-98
- Cherokee Co, NC (AGD) 25,000 parcels, ArcInfo, existing worksheets
- Hyde County,NC (AGD) 7,000 parcels, ArcInfo by transfer existing maps
- Lee County, SC (AGD) 8,000 parcels, ArcInfo by transfer existing maps
- Pickens Co, SC (WLGIS) 50,000 parcels, ArcInfo, from deeds
- Sumter Co, SC (WLGIS) 55,000 parcels, ArcInfo, from deeds
- New Hanover, NC(WLGIS) 80,000 parcels, ArcInfo, from existing maps
- Carteret Co, NC (WLGIS) 42,000 parcels, ArcInfo from deeds
- Sampson Co, NC (WLGIS) 30,000 parcels, ArcInfo from deeds
- Hoke Co, NC (WLGIS) 7,000 parcels, ArcInfo from deeds
- Richmond Co, NC (WLGIS) 35,000 parcels, ArcInfo from deeds
- Johnston Co, NC (WLGIS) 40,000 parcels, Genasys, Ultimaps from deeds
- Onslow Co, NC (WLGIS) 45,000 parcels, Genasys, System 9 ArcInfo, maps
- Pitt Co, NC (WLGIS) 40,000 parcels, Geobased, ArcInfo, from deeds
- Beaufort Co NC (WLGIS) 25,000 parcels, Geobased, from deeds
- Washington Co, NC(WLGIS) 9,000 parcels, ArcInfo, from deeds
- Edgecombe Co, NC (WLGIS) 25,000 parcels, Geobased, from deeds
- Wake County, NC (WLGIS) 175,000 parcels, GDS, from deeds
- Durham Co, NC (WLGIS) 80,000 parcels, ArcInfo, Intergraph, AutoCAD
- Wilkes Co, NC (WLGIS) 30,000 parcels, Geobased, from deeds
- Caldwell Co, NC (WLGIS) 35,000 parcels, ArcInfo, from deeds
- McDowell Co, NC (WLGIS) 25,000 parcels, Geobased, from deeds
- Watauga Co, NC (WLGIS) 33,000 parcels, Geobased, from existing maps
- Madison Co, NC (WLGIS) 10,000 parcels, Geobased, from deeds
- Franklin Co, NC (WLGIS) 25,000 parcels, ArcInfo, from deeds
- Granville Co, NC (WLGIS) 16,000 parcels, Geobased, from deeds
- Allegheny Co, N C(WLGIS) 10,000 parcels, GENASYS, from deeds
- Transylvania Co NC(WLGIS) 25,000 parcels, ArcInfo, from existing maps
- Clay Co, NC (WLGIS) 8,000 parcels, ArcInfo, AutoCAD, from deeds
- Fauquier Co, VA (WLGIS) 25,000 parcels, Geobased, from deeds/plats
- Lynchburg, VA (WLGIS) 27,000 parcels, GDS, from existing maps
- Chesterfield Co, VA(WLGIS) 70,000 parcels, ArcInfo, plats & existing maps
- Harford Co, MD maps 50,000 parcels, ArcInfo, Genasys, Intergraph,
- York, PA (WLGIS) 7,000 parcels, ArcInfo, from plats
- White Plains, NY (WLGIS) 12,000 parcels, Genasys, from deeds

Cadastral Projects, Larry Kirkpatrick (continued)

- Jackson Co, AL (WLGIS) 35,000 parcels, ArcInfo, from existing maps
- Houston Co, AL (WLGIS) 40,000 parcels, ArcInfo, from existing maps
- Avery Co, NC (WLGIS) 25,000 parcels, ArcInfo, from deeds

Note: (AGD); Atlas Geographic Data
(AGD): American Geographic Data
(MRG): Mapping Resource Group
(WLGIS): Westinghouse Landmark GIS



Samuel Penegar, PLS, GISP

GIS Project Management, Database Development,
E-911 Address database development and GIS Tax Parcel Mapping

EDUCATION & REGISTRATION:

BS, Geography, Concentration in GIS; Appalachian State University, 2004
Professional land Surveyor North Carolina
GISP Certification

RELEVANT PROJECT EXPERIENCE:

Mr. Penegar has concentrated on project management and database development for GIS tax parcels and E-911 addressing in the ArcGIS Geodatabase format for the past 7 years. Mr. Penegar has specialized in ESRI Local Government Information Model migration and implementation for the past 5 years. **Eleven years GIS mapping experience.**

The following recent example GIS projects describe the technical scope of services provided by Mr. Penegar in roles of production mapping, database processing and project management:

- **Dekalb Co., GA:** Production manager for Parcel Fabric conversion (235,000 parcels) and ArcGIS implementation. Project included field verification and mapping
- **Cobb Co., GA:** Production manager for cadastral map conversion of water, sanitary Sewer and DOT drainage utility easements 250,000 Easements.
- **Marietta, GA:** Production manager for Parcel Fabric conversion from Cobb County Cadastral GIS geodatabase. Local Government Information Model.
- **City of Atlanta:** Production manager for upcoming Parcel Fabric conversion from Fulton County Cadastral GIS geodatabase. Local Government Information Model.
- **Monongalia Co., WV:** Project manager for cadastral map conversion and E-911 Address Verification. ArcGIS Parcel Fabric Implementation.
- **Cabell Co., WV:** Project manager for cadastral map conversion. ArcGIS Parcel Fabric Implementation.
- **Anne Arundel Co., MD:** Production Manager. Reconciliation of address points to existing databases to include Telco, Public Works and tax parcels. Reconciliation of road centerlines to MSAG.
- **Mercer Co., WV:** Project manager for cadastral map conversion. ArcGIS Parcel Fabric Implementation. (On-Going).
- **City of Hattiesburg., MS:** Database manager water/sewer utility ESRI LGIM implementation.

CAREER HISTORY:

July 2005 to present: GIS project manager/production manager for **Atlas Geographic Data.** Responsibilities include project management, database design, database processing and reconciliation.

Mark Bratcher

GIS Development, Programming & Networking

EDUCATION & REGISTRATION:

BS, Geography, Concentration in GIS; Appalachian State University, 2003

RELEVANT PROJECT EXPERIENCE:

Mr. Bratcher has concentrated on GIS implementations for local county governments for the past four years. This has involved primarily ArcGIS and ArcServer installations with E-911 and tax parcel database implementations within ArcGIS formats. Nearly all projects completed, and underway, have involved the use of ESRI ArcGIS Geodatabase, ArcServer, Arc WebServer, ArcIMS and ArcSDE technologies. The following example county-wide GIS projects describe the technical scope of services provided by Mr. Bratcher in roles of project management, database design, and GIS programming.

- **Cecil County, MD:** GIS programmer for ArcServer installations to include tax parcel, address point, planimetry and orthophoto databases. Developed ArcServer website. ***GIS operator for in-the-field inventory of addresses.*** Performed reconciliation of address points to Telco ALI and developed database design for E-911 application and tax parcel mapping. On-going GIS support. (2005/09)
- **Anne Arundel Co., MD:** GIS programmer for Arc Engine application for field in-vehicle address point verification to develop E-911 database for Computer Aided Dispatch application. ***GIS operator for in-the-field address verification.*** (2008/09)
- **Queen Anne's Co., MD:** GIS programmer for ArcServer installations to include tax parcel, address point, planimetry and orthophoto databases. Developed ArcServer website. ***GIS operator for in-the-field address inventory.*** Performed reconciliation of address points to Telco ALI and developed database design for E-911, GIS and tax parcel mapping. On-going GIS support. Developed ArcGIS application for water/sewer system mapping to include source document viewer. (2005/09)
- **Martin Co., NC:** Project Manager for road centerline and address range data development for GIS and CAD application (2006). GIS operator for tax parcel data reformatting from AutoCAD to ArcGIS. Install ArcGIS geodatabase 9.2 and train County staff. Implement public access terminals using GIS Viewer for Land Records data. Develop GIS website, to include custom programming to client's requirements. (2006/09)
- **Talbot Co., MD:** GIS programmer for Automated Vehicle Location (AVL) application for County emergency service vehicles. Includes PSAP and in-vehicle mapping program for real time vehicle locationing and routing. GIS operator for address inventory and cadastral map conversion. Nautical map conversion and Map Book development for E-911 applications. (2004/09)
- **Pamlico County, NC:** GIS programmer for conversion of cadastral mapping from Arc Workstation (7.2) to ArcGIS Geodatabase (9.2). GIS website development. (2008/09)

CAREER HISTORY:

July 2005 to present: GIS programmer for **Atlas Geographic Data**. Responsibilities include ArcServer installation, ArcGIS database designs, AVL programming, development of custom GIS websites, digital conversion and mapping for E-911 and cadastral mapping projects, and custom GIS applications for water, sewer, and electrical utility systems.

August 2003 to June 2005: GIS operator and programmer for Mapping Resource Group. Responsibilities included database development for E-911 Address and tax parcel mapping projects.



JOHN K. MCMORRAN, PLS GISP
GIS Development Director

EDUCATION:

BA, Architecture, Case Western University (1968)
University Arizona: Computer Graphics (1972)
University Colorado: Remote Sensing & Spatial Analysis (1978)

YEARS EXPERIENCE: 40

PROFESSIONAL AFFILIATIONS:

Professional Land Surveyor NC (PLS) (1999)
GISP Geographic Information Systems Professional (2009)

GENERAL QUALIFICATIONS:

2000 to Present: GIS Consultant and programmer to local governments and Atlas Geographic Data, Inc. ArcGIS Geodatabase and ArcServer programming and database designs for tax parcel, E-911 and utility mapping applications.

1995 to 2000: GIS Director at American Geographic Data (later 3DI), Wilmington, NC. Client GIS support, implementation of ArcInfo, OASIS, AutoCAD, and Microstation application programs for staff and clients. Client training with ArcInfo AML and applications for cadastral COGO interactive mapping, E-911 addressing & data processing and utility mapping. ArcInfo database designs for tax parcel, utility and plan-topo applications.

1991 to 1995: Vice President, Westinghouse Landmark GIS, R&D for digital orthophotography, raster to vector conversions and interactive, on-line COGO data entry for cadastral mapping applications. Internal support of Landmark departments for GDS, ArcInfo, Genasys and Intergraph Helava digital photogrammetry system and company DEC NET and Novell network for Landmark. ArcInfo database designs for cadastral, utility and photogrammetric applications for local government projects.

1986 to 1991: GIS Division Manager at Landmark responsible for development and management of digital conversion and GIS programming departments. Implemented GDS, ESRI ArcInfo and Genasys systems at Landmark. GIS data translations for Ultimap and Prime System 9 projects. Implemented company-wide digital mapping systems for Landmark to include ArcInfo, GPS, Genasys, Geobased, AutoCAD, and Microstation.

1986 to 1987: GIS program development and technical support at Landmark. Implemented AutoCAD, GeoBased, KORK, photogrammetry and Intergraph digital conversions system at Landmark. Hardware installations included DEC MicroVAX file servers networked to PC-AT workstations.

1979 to 1986: Director of Product Development for GeoBased Systems in Raleigh, North Carolina to design, code, develop and deliver to marketplace a full function GIS product operating under DOS and VAX VMS operating systems. GeoBased STRINGS was completed for VMS in 1984 and for PC-DOS in 1985.

1972 to 1979: Manager of computer operations, programming, product development and CADD and GIS implementations at GeoMines, Inc. GIS product development, including software design, coding and quality control at Autotrol Technology and COMARC Design during the very early years of GIS product conception and design.

1968 to 1972: Woodward Clyde Consultants. Decision analysis using computer modeling and statistical analysis procedures.

SYSTEMS EXPERIENCE:

- **ESRI ArcInfo** and **ArcGIS** since 1986 on VAX-VMS, PRIME, Windows, Sun, Unix, IBM RS6000, Hewlett Packard & Data General Avion Platforms. Latest version of 9x. with Geodatabase and SDE database design, development and consulting.
- **ESRI ArcServer** implementation and training to include ArcIMS, ArcSDE, and Arc Geodatabase modules. Includes ArcGIS Web Server development.
- **ArcIMS** website development.
- **Autodesk MapGuide** website development.
- **Genasys Genamap** since 1990 on Unix (Sun and IBM) and DOS platforms.
- **GDS** since 1988 on VAX VMS workstations.
- **Intergraph** on DOS, Unix and VAX VMS platforms.
- **Bently & Microstation**
- **AutoCAD** on various workstations and operating systems.
- **GeoBased STRINGS** and **Understanding Systems OASIS** under Windows, and previously on VAX VMS and DOS operating systems.
- **KORK** photogrammetry software on VAX VMX and DOS platforms.
- **INGRES, ORACLE, INFORMIX, ACCESS, Dbase** and Dbase III in a variety of DOS, Unix and VMS environments.
- Ultimap and Prime/Wild System 9 on at least three major projects involving data translations from Intergraph, GeoBased and KORK formats.



Jeffrey Cooke, CCM, KAM
Tri-State Consulting

Education & Registration

Mr. Cooke attended Kansas State University and Wichita State University and was a charter member of International Association of Cadastral Mappers (CCM designation) and the Kansas Association of Mappers (KAM designation).

Relevant Project Experience

Mr. Cooke has over **30 years** of experience in cadastral and E-911 mapping. Experience includes mapping and digital projects throughout the South and Midwest. He served in Quality Control for the Jefferson County, Alabama (Birmingham) project consisting of more than 250,000 parcels. Most recent projects include the successful completion of numerous county-wide digital mapping projects throughout Georgia, Mississippi, and Alabama.

Mr. Cooke has overseen the acquisition of aerial photography and GIS tax parcel mapping in over half of the eighty-two Mississippi counties (**more than 50 MS County mapping and GIS implementations**). Cadastral mapping projects have been completed in both AutoCad and ArcGIS formats and have included tax parcel mapping from legal conveyances, GIS conversion from maps,, Delta Computer Systems CAMA database processing, Soils AgUse database development per MS Department of Revenue standards, and GIS website development and hosting. Photogrammetry projects have ranged from basic rectified enlargements to soft copy rectified and digital orthophotos.

Mr. Cooke has an extensive background and knowledge of all requirements of the Mississippi Department of Revenue for county mapping, landroll development and maintenance, soils AgUse requirements and appraisal. In particular, he has extensive hands on experience and custom application program development with those MS Counties that use Delta Computer Systems for CAMA and landroll. He has been instrumental in the development of CAD applications for mapping/assessment purposes, with an extensive knowledge of AutoCad and custom application programming for Delta Computer System interface programs. In 2004 he was selected to be a member of the Policy Advisory Committee of Mississippi Council for Remote Sensing and GIS. Mr. Cooke is the founder of Tri-State and has been a partner/manager throughout the entire 30 year history of development of the Company.

- **Rankin County, MS:** (Atlas) Address field inventory & development of CAD database by individual structure addresses. Addresses reconciled to Telco ESL subscriber and ALI database for better than 98% match. 50,000 structure addresses field verified with road

centerlines and address ranges with ESZ boundaries reconciled to address points and MSAG. (2014/15). ArcGIS Geodatabase delivery for use in GIS and E-911 Computer Aided Dispatch.

- **Jasper County, MS:** (Atlas) Address field inventory & development of CAD database by individual structure addresses. Addresses reconciled to Telco ESL subscriber and ALI database for better than 98% match. 12,000 structure addresses field verified with road centerlines and address ranges with ESZ boundaries reconciled to address points and MSAG. (2013). ArcGIS Geodatabase delivery for use in GIS and E-911 Computer Aided Dispatch.

E911 Addressing and Reconciliation Projects

- | | |
|-----------------------|----------------------|
| • Rankin County, MS | • Smith County, MS |
| • Jasper County, MS | • White County, GA |
| • Franklin County, MS | • Lumpkin County, GA |
| • Clarke County, MS | • Dawson County, GA |
| • Copiah County, MS | • Pickens County, GA |
| • Simpson County, MS | |

GIS/Mapping Conversion Projects

- | | |
|-------------------------|-------------------------|
| • Alcorn County, MS | • Lawrence County, MS |
| • Amite County, MS | • Leake County, MS |
| • Benton County, MS | • Leflore County, MS |
| • Bolivar County, MS | • Lincoln County, MS |
| • Carroll County, MS | • Lowndes County, MS |
| • Chickasaw County, MS | • Madison County, MS |
| • Choctaw County, MS | • Marshall County, MS |
| • Clarke County, MS | • Monroe County, MS |
| • Copiah County, MS | • Montgomery County, MS |
| • Covington County, MS | • Neshoba County, MS |
| • Forrest County, MS | • Newton County, MS |
| • Grenada County, MS | • Noxubee County, MS |
| • Holmes County, MS | • Prentiss County, MS |
| • Humphreys County, MS | • Simpson County, MS |
| • Jasper County, MS | • Smith County, MS |
| • Jefferson County, MS | • Sunflower County, MS |
| • Jones County, MS | • Tippah County, MS |
| • Kemper County, MS | • Tate County, MS |
| • Lafayette County, MS | • Warren County, MS |
| • Lamar County, MS | • Yazoo County, MS |
| • Lauderdale County, MS | |



Nancy Jo Sellers, Production Manager/Project Manager
Tri-State Consulting

Project Experience

Mrs. Sellers has *more than 30 years* of experience in cadastral mapping and mass appraisal. Ms. Sellers has worked in all phases of mapping from initial compilation through project management. Project sizes have ranged in size from 12,000 to 100,000 parcels.

Experience includes various responsibilities on mapping projects in Alabama, Kansas, Mississippi, North Carolina, South Carolina, New Jersey, Massachusetts, Missouri, Pennsylvania and Oklahoma. Mrs. Sellers has also worked on various E911 projects including Copiah Co, MS, Jasper Co, MS and Rankin Co, MS. Her understanding of mapping and GIS is invaluable to Tri-State and the clients served by Tri-State.

Mrs. Sellers is responsible for all Production activity at Tri-State Consulting.

Ms. Sellers served as Department Supervisor and Production Coordinator for the Mapping Division of L. Robert Kimball & Associates. Ms. Sellers is a former member of the NC Property Mappers Association and has served as cadastral mapping production manager for Tri-State for nearly ten years. Mississippi County mapping experience has included more than forty (40) Counties, more than 30 of which use Delta Computer Systems.

E911 Addressing and Reconciliation Projects

- Rankin County, MS
- Jasper County, MS
- Franklin County, MS
- Clarke County, MS
- Copiah County, MS
- Simpson County, MS
- Smith County, MS
- White County, GA
- Lumpkin County, GA
- Dawson County, GA
- Pickens County, GA

GIS/Mapping Conversion Projects

- Alcorn County, MS
- Amite County, MS
- Benton County, MS
- Bolivar County, MS
- Carroll County, MS
- Chickasaw County, MS

- Choctaw County, MS
- Clarke County, MS
- Copiah County, MS
- Covington County, MS
- Forrest County, MS
- Grenada County, MS
- Holmes County, MS
- Humphreys County, MS
- Jasper County, MS
- Jefferson County, MS
- Jones County, MS
- Kemper County, MS
- Lafayette County, MS
- Lamar County, MS
- Lauderdale County, MS
- Lawrence County, MS
- Leake County, MS
- Leflore County, MS

- Lincoln County, MS
- Lowndes County, MS
- Madison County, MS
- Marshall County, MS
- Monroe County, MS
- Montgomery County, MS
- Neshoba County, MS
- Newton County, MS
- Noxubee County, MS
- Prentiss County, MS
- Simpson County, MS
- Smith County, MS
- Sunflower County, MS
- Tippah County, MS
- Tate County, MS
- Warren County, MS
- Yazoo County, MS

Additional GIS Layers

- Amite County, MS
- Copiah County, MS
- Jones County, MS
- Lowndes County, MS

**Reference:**

City of Atlanta: GIS within Department of Planning and Community Development
Office of Planning

55 Trinity Avenue, Suite 3350

Atlanta, GA 30303

Phone: 404 330 6725 Cell: 404 273 5122 EFax: 404 546 9026

Project Title: ArcGIS re-mapping of Lots and Parcels Citywide by COGO from deeds and plats with linkage (via parcel number) to Fulton County CAMA and ArcGIS geodatabase. Parcel Fabric and geodatabase delivery using ESRI Local Government Information Model.

Contact Person: Paul Thomas, City of Atlanta GIS Manager

Direct Telephone: 404 330 6725

Email Address: pthomas@atlantaga.gov

Date of Project: July 2017 through December 2018.

Description of Services: Re-map 160,000 tax parcels (lots) by COGO methods from plats as sources that are to be scanned within the City of Atlanta Planning Department and the Fulton County Clerk's Office. All plats that are registered within the Fulton County Clerk's Office will be scanned, indexed by Land Lot and Tax District. Those within the City of Atlanta will be re-COGO generated from metes and bounds information and used to re-map the City of Atlanta parcels. Street and road rights-of-ways will be precisely re-mapped from deed and plat derived information combined with GA DOT and Marta plans and maps. The Fulton County ArcGIS tax parcel geodatabase and CAMA database will represent a major source for the inventory and location of lots and parcels that will be fully re-mapped by Atlas. Project includes digital linkage of all re-mapped parcels to the Fulton County CAMA database and ArcGIS geodatabase via Sidwell Parcel Administrator software that is used within Fulton County Tax solely to track and manage assigned parcel numbers.

Atlas Role and Responsibilities: Atlas as Prime Consultant to perform all COGO mapping.

Current Completion Status: New Contract/Project being initiated in July 2017 with 10% Pilot Project to be conducted in first three months of an eighteen month overall contract schedule.

**Reference:**

DeKalb County, GA- Department of Geographical information Systems
330 W. Ponce de Leon Avenue, Suite 600
Decatur, GA 30030
Phone: 404 371 2257 Fax: 404 371 3211

Project Title: Parcel Fabric Conversion / GIS Addressing

Contact Person: Stacy Gear, GIS Director

Direct Telephone: 404 371 3619

Email Address: scgear@dekalbcountyga.gov

Date of Project: November 2009 through December 2013

Description of Services: Digital conversion of tax maps to include 235,000 parcels into the ArcGIS LGIM Parcel Fabric format. More than 160,000 of the parcels were re-mapped by coordinate Geometry (COGO) from the metes and bounds provided from survey plats. Atlas scanned and indexed 27,000 survey plats from the County clerk's office as source and reference documents. Project included re-mapping of all road rights-of-ways using survey plats, existing tax maps, GA-DOT maps, deed descriptions, MARTA & GA Railroad maps and County transportation maps as sources. GIS Parcels reconciled and linked to the County's initial Colorado Systems SAMSII database, which was subsequently converted to Tyler CAMA. Project scope included address point mapping for all single and multi-address structures with update of situs addresses within SAMSII database and development of accurate road centerlines having new address ranges reconciled to situs addresses. Project managed by Atlas (Larry Kirkpatrick, PLS, Hays Lambert, PLS and Tre Penegar, PLS) in association with Mr. Bernard Porche (B&E Jackson-now Mid Atlantic Digital mapping) for local administration, management and production support. GIS Parcel maintenance by Atlas during contract period.

Total amount of Contract Including Change Orders: \$1,549,994.

Atlas Role and Responsibilities: Prime Consultant

Current Completion Status: All tasks completed 100%.

**Reference:**

City of Marietta, GA
Information Technology
205 Lawrence Street
Marietta, GA
Phone: 770-794-5551 or 794-5554 Fax: 770-794-5635

Project Title: Parcel Fabric Conversion of Cobb County ArcGIS tax parcels

Contact Persons: Bruce Bishop, GIS Manager
Sara Mayberry, GIS Analyst

Email Address: bbishop@mariettaga.gov and smayberry@mariettaga.gov

Date of Project: January 2017 through June 2017: On-going project

Description of Services: GIS conversion of 34,000 tax parcels from the Cobb County geodatabase that incorporates the City of Marietta to an ESRI Parcel Fabric model based on the local government Information Model. Services included database design, extraction and linking of Parcel Fabric database (via Cobb County parcel numbers) to existing Cobb CAMA and ArcGIS geodatabases.

Atlas Role and Responsibilities: Atlas as Prime Consultant responsible for ArcGIS mapping and conversion services as well as on-site training and support for Parcel Fabric and Local Government Information Model database.

Current Completion Status: Project is 95% complete with project completion date slated for July 2017 after Marietta's final review of the last production block of maps and on-site training sessions has been completed.

**Reference:**

Cobb County GA-Information Services Department
100 Cherokee Street, Suite 520
Phone: 770-528-8703 Fax: 770-528-8706

Project Title: ArcGIS Mapping of Utility Easements

Contact Person: Jennifer Lana GIS Manager

Direct Telephone: 770-528-8703

Email Address: Jennifer.lana@cobbcounty.org

Date of Project: 2015 through 2016: On-going project

Description of Services: ArcGIS Easement Mapping of Approximately 215,000 Easements. Source Document preparation and analysis of over 1,000,000 Cobb County plat and deed documents. All work is being performed in an SDE environment with extensive topology rules and domain values. Project involves extensive use of Cobb County GIS tax parcel geodatabase and Cobb County land records to include deeds and plats as source databases and documents. Easements were mapped by COGO methods by Atlas based on the metes and bounds information derived from Cobb County plats that are registered within the Cobb County Clerk's office.

Atlas Role and Responsibilities: Atlas as Prime Consultant responsible for ArcGIS Easement Mapping County wide.

Current Completion Status: Project is 95% complete with project completion date slated for July 2017 after Cobb's final review of the last production block of maps.

**Reference:**

City of Atlanta: GIS within Department of Planning and Community Development
Office of Planning

55 Trinity Avenue, Suite 3350

Atlanta, GA 30303

Phone: 404 330 6725 EFax: 404 546 9026 Cell: 404 273 5122

Project Title: ArcGIS geocoding of addresses with centerline ranges and voter district overlay
for voter district database update/development application

Contact Person: Paul Thomas, City of Atlanta GIS Manager

Direct Telephone: 404 330 6725

Email Address: pthomas@atlantaga.gov

Date of Project: October/November 2013.

Description of Services: ArcGIS geocoding geo-processing of existing City of Atlanta structure address database against road centerline file with overlay of voter district polygons to derive a geodatabase of addresses by voter district. Then process and edit this database against existing databases to develop an errata list of errors and contradictions for detailed research. Final geodatabase deliverable greater than 97% “hit” of addresses within voter districts. Scope of work included multiple re-iterations of geo-processing, combining multi-addressed structures to a geocoded single address, production of errata list, research, editing of errata addresses on a line-by-line basis and overlay of derived address point dataset to centerlines and voter district polygons to achieve the final delivered database.

Atlas Role and Responsibilities: Atlas as Prime Consultant to perform ArcGIS geo-processing, geo-coding, editing, updating and formatting of voter registration address geodatabase.

Current Completion Status: Project started mid-October and finished early November 2013.

**Reference:**

Cecil County, MD: GIS within Department of Planning and Zoning
200 Chesapeake Blvd. Suite 2300
Elkton, MD 21921
Phone: 410 996 5220 Fax: 410 996 5305

Project Title: GIS implementation & mapping: tax parcels, 911 address data, GIS website

Contact Person: David Black, GIS Coordinator

Direct Telephone: 410 996 5220

Email Address: dblack@ccgov.org

Date of Project: 2008 through present date.

Description of Services: ArcGIS conversion of 46,000 tax parcels of which 19,000 were re-mapped by COGO from metes and bounds of survey plats. Rights-of-ways mapped from plats. Parcels reconciled and linked to MD SDAT CAMA database. Countywide field verification and mapping of structures as address points with development of address ranged road centerlines and Emergency Service Zones as a 911 dispatch database to include water feature navigation database. GIS support and training. Implementation of ArcGIS Server and a GIS website. On-going maintenance by Atlas of tax parcel ArcGIS geodatabase from time of project initiation (2008) through present date.

Total amount of Contract Including Change Orders: \$436,000 parcels & 911 database, five years of GIS geodatabase maintenance, ArcServer and GIS website implementation and support.

Atlas Role and Responsibilities: Atlas responsible for GIS implementation, support, training and mapping of tax parcels, field verification of addresses, 911 database development, navigation maps, etc.

Atlas as Prime Consultant for on-going maintenance and ArcGIS Server and GIS website implementation and support.

Current Completion Status: GIS tax parcels and 911 database completed in 2010. ArcGIS geodatabase maintenance 2010 to present.

**Reference:**

Lincoln County, MS: Office of Tax Assessor
301 South First Street, Room 109
Brookhaven, MS 39601
Phone: 601 835 3425 Fax: 601 835 3424

Project Title: ArcGIS mapping of tax parcels, GIS website, GIS support and on-going geodatabase maintenance

Contact Person: David Rankin (GIS Consultant: GeoSitus)
Blake Pickering, Lincoln County Tax Assessor

Direct Telephone: 601 765 9552 (GeoSitus)
601 835 3425 (Lincoln County)

Email Address: davidr@geositus.com or bpickering@co.lincoln.ms.us

Date of Project: 2012 through 2014: geodatabase maintenance and support on-going.

Description of Services: ArcGIS conversion of 25,000 tax parcels. Rights-of-ways mapped from plats. GIS website development and implementation. Parcels reconciled and linked to Delta Computer Systems CAMA database. Agricultural land use acreage database by GIS overlay of parcels to soils to land use. GIS support and training. On-going ArcGIS geodatabase maintenance.

Total amount of Contract Including Change Orders: \$260,000

Atlas Role and Responsibilities: Atlas as Prime Consultant responsible for ArcGIS geodatabase mapping of tax parcels, client support and training, GIS website development, agricultural land use parcel database, on-going GIS geodatabase maintenance.

Current Completion Status: GIS tax parcels and orthophotography completed in 2012 to 2013. GIS website implemented in 2013. Agricultural land use database in 2014. Geodatabase maintenance and support on-going.

**Reference:**

Monongalia County, WV: GIS within Planning Commission
82 Hart Field Road, Suite 105
Morgantown, WV 26505
Phone: 304 291 9570 Fax: 304 291 9573

Project Title: Parcel Fabric Conversion, 911 address data, GIS website

Contact Person: Michael Paugh, GIS Analyst

Direct Telephone: 304 413 0291

Email Address: mike@monpc.org

Date of Project: January 2014 through June 2015.

Description of Services: ArcGIS conversion of 51,000 tax parcels of which about 30,000 were re-mapped by COGO from metes and bounds of survey plats. Rights-of-ways were mapped from plats. Parcels reconciled and linked to WV Tyler systems IAS CAMA database. Countywide field verification of all addressed structures as address points with development of address ranged road centerlines and Emergency Service Zones as a 911 dispatch database to include Computer Aided Dispatch (CAD) map search-query-display database. GIS support and training. Implementation of ArcGIS Server and a GIS website. On-going maintenance by Atlas of tax parcel ArcGIS geodatabase from time of project initiation (2014) through 2015.

Total amount of Contract Including Change Orders: \$345,068 parcels & 911 database, two years of ArcGIS geodatabase maintenance, training, GIS website implementation and support.

Atlas Role and Responsibilities: Atlas as Prime consultant responsible for GIS implementation, support, training and mapping of tax parcels, field verification of addresses, 911 database development, on-going maintenance and ArcGIS Server and GIS website implementation and support.

Current Completion Status: All tasks completed 100%.

**Reference:**

Warren County, MS: Office of Tax Assessor
913 Jackson Street
Vicksburg, MS 39183
Phone: 601 638 6161 Fax: 601 630 8034

Project Title: ArcGIS mapping of tax parcels, digital orthophotography, GIS website

Contact Person: David Rankin (GIS Consultant: GeoSitus)
Ben Luckett, Warren County Tax Assessor

Direct Telephone: 601 765 9552 (GeoSitus)
601 638 6161 (Warren County)

Email Address: davidr@geositus.com

Date of Project: 2012 through 2014.

Description of Services: ArcGIS conversion of 26,200 tax parcels. Rights-of-ways mapped from plats. Aerial photography and digital orthophotography at three scales based upon extent of development, GIS website development and implementation. Parcels reconciled and linked to Delta Computer Systems CAMA database. GIS support and training. On-going ArcGIS geodatabase maintenance.

Total amount of Contract Including Change Orders: \$260,000

Atlas Role and Responsibilities: Atlas as Prime Consultant responsible for ArcGIS geodatabase mapping of tax parcels, client support and training, digital orthophotography, GIS website development, agricultural land use parcel database, on-going GIS geodatabase maintenance.

Current Completion Status: GIS tax parcels and orthophotography completed in 2012 to 2013. GIS website implemented in 2013. Agricultural land use database in 2014. GIS support continues to present and on-going since 2012

**Reference:**

Hampshire County, WV: GIS within Tax Assessor and 911 Departments
66 N. High Street
Romney, WV 26757
Phone: 304 822 5195 Fax: 304 822 8164

Project Title: GIS implementation & mapping: tax parcels, 911 address data, GIS website

Contact Person: Aaron Cox, GIS Coordinator

Direct Telephone: 304 822 7513

Email Address: HampshireGIS@Gmail.com

Date of Project: 2010 through present date.

Description of Services: ArcGIS conversion of 24,000 tax parcels of which 12,000 were re-mapped by COGO from metes and bounds of survey plats. Rights-of-ways mapped from plats. Parcels reconciled and linked to WV Tyler systems CAMA database. Countywide field verification and re-addressing of structures as address points with development of address ranged road centerlines and Emergency Service Zones as a 911 dispatch database to include Computer Aided Dispatch (CAD) map search-query-display database. GIS support and training. Implementation of ArcGIS Server and a GIS website. On-going maintenance by Atlas of tax parcel ArcGIS geodatabase from time of project initiation (2010) through present date.

Total amount of Contract Including Change Orders: \$200,000 parcels & 911 database, five years of GIS geodatabase maintenance, ArcServer and GIS website implementation and support.

Atlas Role and Responsibilities: Atlas as Prime consultant responsible for GIS implementation, support, training and mapping of tax parcels, field verification of addresses, countywide re-addressing, 911 database development, on-going maintenance and ArcGIS Server and GIS website implementation and support.

Current Completion Status: GIS tax parcels and 911 database completed in 2012. GIS website 2013. ArcGIS geodatabase maintenance and support 2010 to present.

Summary of Project Experience and References

By
Atlas Geographic Data, Inc.

Atlas Geographic Data (AGD) has previously provided for numerous county GIS implementations, Arc Server installation, GIS websites, client ArcGIS training, E-911 database development, cadastral mapping, utility mapping, custom ArcGIS programming, , and GIS support services. A summary of selected projects (*last ten years*) completed or underway includes:

Digital conversion from existing tax maps:

1. **Greenbrier County, WV:** 18,000 parcels from existing maps (ArcGIS Geodatabase). On-going GIS support by AGD staff. **Note: 8,000 of the parcels were mapped by COGO.**
Contact: Tonya Brown, GIS Coordinator: 304 647 6645: Tonya.Brown@greenbriercounty.net
Steve Keadle, Assessor: 304 647 6615, Fax: 304 647 6667
Jeff Dillon, Appraisal & Mapping: 304 647 6615 jeff.dillon@greenbriercounty.net
2. **Hampshire County, WV:** 24,000 parcels from existing maps (ArcGIS Geodatabase). On-going parcel maintenance by AGD staff. **Note: 12,000 of the parcels were mapped by COGO.**
Contact: Aaron Cox, GIS Director: 304 822 7513: 911mapping@frontier.com
hampshiregis@gmail.com
Norma Wagoner, Assessor: 304 822 3326, Fax: 304 822 8327
3. **Pendleton County, WV:** 9,000 parcels from existing maps. On-going parcel map maintenance for existing ArcGIS geodatabase.
Contact: Ashley Calkins, Real property deputy, 304 358 2563 acalkins@assessor.state.wv.us
Carolyn Sponaugle, Assessor csponaug@assessor.state.wv.us Fax: 304 358 2473
4. **Preston County, WV:** Conversion of existing parcel geodatabase from version 9.3 to 10.1, update and edit Valley Tax district data to include rights-of-ways and text annotation. Tax parcel conversion for several selected tax districts.
Connie Ervin, GIS, 304 329 1220 crervin@assessor.state.wv.us
Terri L. Funk, Assessor, tfunk@assessor.state.wv.us Fax: 304 329 1643
5. **Wetzel County, WV:** 15,600 parcels from existing maps (ArcGIS Geodatabase). On-going GIS support by AGD staff. **Note: 5,000 of the parcels were mapped by COGO.** Developed and host GIS website.
Contact: Scott Lemley, County Assessor: 304 455 8216: llemley@assessor.state.wv.us
Beth Hayes, Mapping/GIS: 304 455 8216: bhayes@assessor.state.wv.us
6. **Lincoln County, WV:** 17,000 parcels from existing maps (ArcGIS Geodatabase). On-going GIS support by AGD staff. **Note: 5,000 of the parcels were mapped by COGO.** Developed and host GIS website.
Contact: Joshua Brumfield, County Assessor: 304 824 7878: jbrum@assessor.state.wv.us
Robert Oldaker, Mapping/GIS: 304 824 7878

7. **Monongalia County, WV:** 51,000 parcels from existing maps (ArcGIS Geodatabase). On-going parcel maintenance by AGD staff. **Note: 25,000 of the parcels were mapped by COGO.**
Contact: Michael Paugh, GIS Analyst: 304 413 0291: mike@monpc.org
Mark Musick, Assessor: 304 291 7222: www.assessor.org
8. **Monroe County, WV:** 14,000 parcels from existing maps (ArcGIS Geodatabase). On-going parcel maintenance by AGD staff. **Note: 3,000 of the parcels were mapped by COGO.**
Contact: Norbert Netzel, County Assessor: 304 772 3083: nnetzel@assessor.state.wv.us
9. **Marshall County, WV:** 24,000 parcels from existing maps (ArcGIS Geodatabase). On-going GIS support by AGD staff. **Note: 8,000 of the parcels were mapped by COGO.**
Contact: Chris Kessler, County Assessor: 304 845 1490: ckesse1@assessor.state.wv.us
Kathy Stalnaker, GIS-mapping: 304 845 1490: kstalna1@assessor.state.wv.us
10. **Hardy County, WV:** Digitally convert tax parcels county-wide using existing datasets, maps and plats with reconciliation to IAS. Developed and host GIS website.
Contact: Jimmie Wratchford, Assessor: 304 530 0202: jratchfo@assessor.state.wv.us
Melissa Scott, Planner: 304 530 0257: mscott.hardyplanner@gmail.com
11. **Fayette County, WV:** Add text annotation of dimensions to tax parcel geodatabase county-wide. Assist to update geodatabase design. Develop and implement GIS website.
Contact: Tyler Bragg, GIS Director: 304 574 4353: tbragg@assessor.state.wv.us
12. **Morgan County, WV:** On-going maintenance of ArcGIS geodatabase of tax parcels.
Contact: Debbie Weaver, Deputy Assessor: 304 258 8570: Fax: 304 258 7308
Ronald McIntire, Assessor: 304 258 8570: Fax: 304 258 7308
13. **Grant County, WV:** 13,000 parcels from existing maps (ArcGIS Geodatabase). Project scheduled for late 2015 after receipt of new digital orthophotography. **Note: 2,000 of the parcels are to be mapped by COGO.**
Contact: Ralph Layton, Tax Assessor: 304 257 1050: Fax: 304 257 4117
14. **Queen Anne's County, MD:** 24,000 parcels from existing maps (ArcGIS Geodatabase). On-going parcel maintenance by AGD staff. **Note: 15,000 of the parcels were mapped by COGO.**
Contact: Megan DelGaudio, GIS Specialist: 410 758 1255: mdelgaudio@qac.org
15. **Cecil County, MD:** 46,000 parcels from existing maps (ArcGIS Geodatabase). On-going parcel maintenance by AGD staff. **Note: 19,000 of the parcels were mapped by COGO.**
Contact: David Black, AICP, GIS Coordinator: 410 996 5220: dblack@ccgov.org
16. **McDowell County, NC:** 24,000 parcels digitally converted for ArcGIS from tax maps.
Contact: Keith Renfro, Tax Admin: 828 652 7121: krenfro@mcdowellgov.com
17. **Dorchester County, MD:** 24,000 parcels digitally converted for ArcGIS from tax maps.
Contact: Contact: Kate Donovan, GIS: 410 228 3234: kdonovan@docogonet.com
18. **Kent County, MD:** 10,000 parcels digitally converted for ArcGIS from tax maps.
Contact: Contact: Gregg Bird, Director Emergency Services: 410 778 3758:
gbird@kentgov.org

19. **DeKalb County, GA:** 230,000 parcels from existing maps (ArcGIS Geodatabase). On-going parcel maintenance by AGD staff. **Note: more than 160,000 of the parcels were mapped by COGO.**
Contact: Stacy Gear, GIS Director: 404 371 3619: scggear@dekalbcountyga.gov
20. **Martin County, NC:** 18,000 parcels from existing AutoCAD data (ArcGIS Geodatabase) completed in 2008. State NCLRMP specifications.
Contact: Bobby Beach: 252 789 4350: rbeach@martincountyncgov.com
21. **Charles County, MD:** 61,000 parcels from existing maps (ArcGIS Geodatabase). On-going project by AGD to be completed September 2011. **Note: 50,000 of the parcels were mapped by COGO.**
Contact: Glenn Gorman, GIS in Planning & Growth Management:
Fax 301 638 2403: gormang@charlescounty.org
22. **Garrett County, MD:** 29,000 parcels from existing maps (ArcGIS Geodatabase). On-going project by AGD to be completed September 2011. **Note: 10,000 of the parcels were mapped by COGO.**
Contact: Deborah Carpenter, GIS in Planning & Land Development; 301 334 1920:
debbiec@garrettcountry.org
23. **Lincoln County, MS:** 25,000 parcels from existing maps (ArcGIS Geodatabase). On-going parcel maintenance by AGD staff. Agricultural-land use-parcel GIS geodatabase.
Contact: David Rankin, GIS Consultant: 601 765 9552: davidr@geositus.com
Rita Goss, Assessor: 601 835 3425, Fax: 601 835 3424 rita.goss@gmail.com
24. **Warren County, MS:** 27,000 parcels from existing maps (ArcGIS Geodatabase). On-going parcel maintenance by AGD staff. Agricultural-land use-parcel GIS geodatabase.
Contact: David Rankin, GIS Consultant: 601 765 9552: davidr@geositus.com
Angela Brown, Assessor: 601 638 6161, Fax: 601 630 8034

GIS Website Development, Implementation and Hosting:

Hampshire Co, WV: Contact: Aaron Cox, GIS Director: 304 822 7513:
911mapping@frontier.com , hampshiregis@gmail.com
Norma Wagoner, Assessor: 304 822 3326, Fax: 304 822 8327
Search Parcel Maps; <http://ags.hampshirewv.com/map/>
Parcel Data Ownership Search: <http://ias.hampshirewv.com>

Mineral Co, WV: Contact: Carole Junkins, Mapping: 304 788 3753:
cjunkins@assessor.state.wv.us
Rose Ann Maine, Assessor: 304 788 3753, Fax: 304 788 4109
rmaine@assessor.state.wv.us

Greenbrier Co, WV: Contact Jeff Dillon: 304 647 6615; jeff.dillon@greenbriercounty.net

Hardy County, WV: Contact Melissa Scott, Planner: 304 530 0257:
mscott.hardyplanner@gmail.com

Wetzel County, WV: Contact Scott Lemley at 304 455 8216: llemley@assessor.state.wv.us
Wetzel 911 website in place and parcel website coming online by end of the year.

Queen Anne's Co, MD: Contact: Megan DelGaudio, GIS Specialist: 410 758 1255:
mdelgaudio@qac.org County Departmental hosted originally Intranet based, now internet based on Arc Web Server.

Cecil Co, MD: Contact: David Black, AICP, GIS Coordinator: 410 996 5220:
dblack@ccgov.org Internet based on Arc Web Server, hosted on County Server
http://www.ccgov.org/dept_planning/gis.cfm

Talbot Co, MD: Contact: Mark Cohoon, GIS Manager: 410 770 8170: mcohoon@talbgov.org
County Departmental Intranet based on Arc Web Server, hosted on County Server.

Dorchester Co, MD: Contact: Kate Donovan, GIS: 410 228 3234: kdonovan@docogonet.com
County Departmental Intranet based on Arc Web Server, hosted on County Server.

McDowell Co, NC: Contact: Keith Renfro, Tax Admin: 828 652 7121:
krenfro@mcdowellgov.com <http://www.mcdowellcountygis.com/>

Hyde Co NC: Contact: Linda Basnight, Tax Administrator: 252 926 4188:
lbasnight@hydecountync.gov <http://www.hydecountygis.com/>

Tyrrell Co NC: Contact: Allison Snell, Tax Administrator: 252 796 4964:
asnell@tyrrellcounty.net <http://tyrrellcountygis.com/>

Jones Co NC: Contact: Wayne Vanderford, Tax Admin: 252 448 2546:
wvanderford@co.jones.nc.us <http://www.jonescountygis.com/>

Perquimans Co NC: Contact: Rhonda Money GIS: 252 426 7010:
rhondamoney@perquimanscountync.gov <http://gis.perquimanscountync.gov/>

Washington Co NC: Contact: Tim Esolen, PLS GIS Director: 252 793 2662:
tesolen@washconco.org <http://www.washingtoncountygis.com/>

Martin Co NC: Contact: Bobby Beach: 252 789 4350: rbeach@martincountyncgov.com
<http://www.martincountygis.com/>

Pamlico Co NC: Contact: Miriam Prescott, GIS Coordinator: 252 745 3791;
m_prescott@dishmail.net http://www.co.pamlico.nc.us/OnlineServices_GIS.aspx

Northampton Co NC: Contact: Joy Edwards, Land Records Manager; 252 534 5941:
joy.edwards@ncmail.net <http://gis.northamptonnc.com/>

Madison Co NC: Contact: Frank House, Tax Assessor: 828 649 3014:
fhouse@madisoncountync.org <http://www.madisoncountygis.com/>

Gates Co NC: Contact: Renee McGinnis, Tax Admin: 252 357 1360;
gatescotax@inteliport.com <http://www.gatescountygis.com/>

Bertie Co NC: Contact: William Roberson, IT Director: 252 794 6147:
william.roberson@bertie.nc.gov <http://www.co.bertie.nc.us/website/bertiegisweb/viewer.htm>
(Arc IMS hosted on County Server)

Chowan Co NC: Contact: Julie Sharpe, GIS Mapping: 252 482 7157:
Julie.sharpe@chowancounty.gov <http://www.chowancountygis.com/>

Mississippi: Atlas Geographic Data has programmed, developed, hosts and supports more than thirty (30) County GIS websites for Mississippi Counties for our sister organization, Tri-State Consulting Services, Inc. with full service mapping/GIS offices in Alabama and Mississippi.

Digital Cadastral mapping by COGO methods from deeds and plats:

1. **Gates County, NC;** 7500 parcels (ArcGIS Geodatabase). State NCLRMP specifications.
On-going parcel maintenance by AGD staff.
Contact: Renee McGinnis, Tax Admin: 252 357 1360; gatescotax@inteliport.com
2. **Pamlico County, NC;** 14,000 parcels (ArcGIS Geodatabase). State NCLRMP specifications.
On-going parcel maintenance by AGD staff.
Contact: Miriam Prescott, GIS Coordinator: 252 745 3791; mprescott@dishmail.net
3. **Hyde County, NC;** 7800 parcels (ArcGIS Geodatabase). State NCLRMP specifications.
On-going parcel maintenance by AGD staff.
Contact: Linda Basnight, Tax Administrator: 252 926 4188; lbasnigh@hydecountync.gov
4. **Tyrrell County, NC;** 4800 parcels (ArcGIS Geodatabase). State NCLRMP specifications.
On-going parcel maintenance by AGD staff.
Contact: Allison Snell, Tax Administrator: 252 796 4964; asnell@tyrrellcounty.net
5. **Vance County, NC;** 2200 parcel splits from plats and deeds for period 2006 until present.
Contact: Jordan McMillan, Planning Manager: 252 738 2091; jmcmillen@vancecounty.org

Arc Server implementation to include custom setup of Arc Webserver and network:

Hampshire Co, WV: Contact: Aaron Cox, GIS Director: Office: 304 822 7513,
Cell: 304 359 0176: 911mapping@frontier.com

Queen Anne's Co, MD: Contact: Megan DelGaudio, GIS Specialist: 410 758 1255:
mdelgaudio@qac.org

Cecil Co, MD: Contact: David Black, AICP, GIS Coordinator: 410 996 5220:
dblack@ccgov.org

Talbot Co, MD: Contact: Mark Cohoon, GIS Manager: 410 770 8170: mcohoon@talbgov.org

Dorchester Co, MD: Contact: Kate Donovan, GIS: 410 228 3234: kdonovan@docogonet.com

McDowell Co, NC: Contact: Keith Renfro, Tax Admin: 828 652 7121:
krenfro@mcdowellgov.com

Bertie Co, NC: Contact: William Roberson, IT Director: 252 794 6147:
william.roberson@bertie.nc.gov (Arc SDE and IMS)

E-911 and CAD Situs Address Point database projects with Street Centerlines and MSAG

1. **Hampshire County, WV:** This is a county-wide re-addressing project. Hampshire County has 14,000 structures that were addressed by the old USPS rural route schema. Atlas mapped address points and inventoried the current addresses. New addresses were assigned based on a road centerline linear schema of 5.28 feet. The project entails development of an MSAG, address conversion reports for the USPS and Frontier Telco as well as full implementation of road centerlines, Emergency Service Zones (to include mutual aid for fire and rescue), and address points for InterAct CAD. Project was initiated August 2010 and completed 2013. Atlas provides on-going GIS and technical support.
Contact: Aaron Cox, GIS Director: 304 822 7513: 911Mapping@Frontier.com
2. **Wetzel County, WV:** This is a county-wide re-addressing project. Wetzel County has 9,000 structures that were addressed by the old USPS rural route schema. Atlas has mapped address points and inventoried the current addresses. New addresses were assigned based on a road centerline linear schema of 5.28 feet. The project entails development of an MSAG, address conversion reports for the USPS as well as full implementation of road centerlines, Emergency Service Zones (to include mutual aid for fire and rescue), and address points for EmergiTech CAD. Project was initiated August 2011 and completed December 2012.
Contact: Edgar W. Sapp, 911 Director: 304 455 6960: wc911@frontier.com
3. **Mineral County, WV:** This is a county-wide re-addressing project. Mineral County has 16,000 structures that are currently addressed by the old USPS rural route schema. New addresses were assigned based on a road centerline linear schema of 5.28 feet. The project entails development of an MSAG, address conversion reports for the USPS and Frontier Telco as well as full implementation of road centerlines for GIS and CAD, Emergency Service Zones (to include mutual aid for fire and rescue), and address points for Entrada PowerMap CAD. Project was initiated May 2012 and completed in 2014.

Contact: Denny McGahn, 911 Addressing: 304 788 4111: mcaddressing@gmail.com
Michael Bland, County Commission: 304 788 5921

4. **Pendleton County, WV:** This is a county-wide re-addressing project. Pendleton County has 8,000 structures that have been re-addressed with new physical addresses digitally linked to the old USPS rural route schema. New addresses were assigned by the County based on a road centerline linear schema of 5.28 feet. The Atlas scope of services entails development of an MSAG, address conversion reports for Frontier Telco as well as full implementation of road centerlines for GIS and CAD. Project was initiated January 2012 and completed in July 2012.
Contact: Diana Mitchell: 911 Addressing & Dispatch: 304 358 3724 pc911@shentel.net
5. **Anne Arundel County, MD:** Atlas completed field verification of approximately two thirds of the county's land area involving about 260,000 addresses. This involved field verification of all addressed structures and reconciliation of all address point data and road centerlines to the Telco and MSAG databases for GIS and E-911 Computer Aided Dispatch applications. Address points were reconciled to Telco ALI for better than 99% reliability for CAD mapping location. Data was delivered as ArcGIS Geodatabase files converted to Shapefiles for a Tiburon CAD implementation. The project was initiated October 2008 and completed in November 2009.
Contact: Caroline Gaulke, GIS Manager : 410 222 4022: itgaul90@aacounty.org
6. **Cecil County, MD:** Atlas completed field verification of all addressed structures within the County (~45,000). This involved reconciliation of address point data and road centerlines to the Telco and MSAG databases for GIS and E-911 Computer Aided Dispatch applications. Address points reconciled to Telco ALI for better than 99% reliability for CAD mapping location. Data was delivered as ArcGIS Geodatabase files converted to Shapefiles for CAD. Deliverables also included GIS nautical data for CAD, tabloid size map books and wall maps for PSAP. The project was initiated in 2006 and completed in 2007. Atlas is under contract to provide address point database maintenance for Cecil County through 2013.
Contact: David Black, AICP, GIS Coordinator: 410 996 5220: dblack@ccgov.org
7. **Hertford County, NC:** Atlas completed field verification of all addressed structures within the County (~12,000). This involved reconciliation of address point data and road centerlines to the Telco and MSAG databases for GIS and E-911 Computer Aided Dispatch applications. Address points reconciled to Telco ALI for better than 99% reliability for CAD mapping location. Data is being delivered as ArcGIS Geodatabase files converted to Shapefiles for Southern Software CAD. The project was initiated in October 2010, to be completed May 2011.
Contact: Sara Turner, GIS Director: 252 358 7809: sara.powell.turner@hertfordcountync.gov
8. **Queen Anne's County, MD:** Atlas completed field verification of all addressed structures within the County (~26,000). This involved reconciliation of address point data and road centerlines to the Telco and MSAG databases for GIS and E-911 Computer Aided Dispatch applications. Address points reconciled to Telco ALI for better than 99% reliability for CAD mapping location. Data was delivered as ArcGIS Geodatabase files converted to Shapefiles for CAD. Deliverables also included GIS nautical data for CAD, tabloid size map books and wall maps for PSAP. The project was initiated in 2005 and completed in 2006.
Contact: Megan DelGaudio, GIS Specialist: 410 758 1255: mdelgaudio@qac.org
9. **Hyde County, NC:** Atlas completed field verification of all addressed structures within the County (~4,000). This involved reconciliation of address point data and road centerlines to the Telco and MSAG databases for GIS and E-911 Computer Aided Dispatch applications. Address points reconciled to Telco ALI for better than 99% reliability for CAD mapping location. Data

was delivered as ArcGIS Geodatabase files converted to Shapefiles for InterAct CAD. The project was initiated in 2007 and completed in 2009.

Contact: Linda Basnight, Tax Administrator: 252 926 4188: lbasnight@hydecountync.gov

10. **Tyrrell County, NC:** Atlas completed field verification of all addressed structures within the County (~3,500). This included reconciliation of address point data and road centerlines to the Telco and MSAG databases for GIS and E-911 Computer Aided Dispatch applications. Data has been delivered as ArcGIS Geodatabase files converted to Shapefiles for Southern Software CAD. The project was initiated in 2009 and was completed in 2010.

Contact: Allison Snell, Tax Administrator: 252 796 4964: asnell@tyrrellcounty.net

11. **Wicomico County, MD:** Atlas completed field verification of all addressed structures within the County (~50,000). This involved reconciliation of address point data and road centerlines to the Telco and MSAG databases for GIS and E-911 Computer Aided Dispatch applications. Address points reconciled to Telco ALI for better than 99% reliability for CAD mapping location. Data was delivered as ArcGIS Geodatabase files converted to Shapefiles for CAD. The project was initiated in 2006 and completed in 2008.

Contact: Frank McKenzie, Chief Planning: 410 548 4860: fmckenzie@wicomico.org

12. **Talbot County, MD:** Atlas senior staff completed field verification of all addressed structures within the County (~22,000). This involved reconciliation of address point data and road centerlines to the Telco and MSAG databases for GIS and E-911 Computer Aided Dispatch applications. Address points reconciled to Telco ALI for better than 99% reliability for CAD mapping location. Data was delivered as ArcInfo files, later translated to ArcGIS Geodatabase. Deliverables also included GIS nautical data for CAD, tabloid size map books and wall maps for PSAP. The project was initiated in 2002 and completed in 2004. Atlas was under contract to provide address point database maintenance for Talbot County through 2011.

Contact: Mark Cohoon, GIS Manager: 410 770 8170: mcohoon@talbgov.org

13. **Bertie County, NC:** Atlas re-mapped fire district and emergency service boundaries to include mutual aid. Address ranges were recomputed and attributed to stereo compiled road centerlines with new ESZ boundaries. Road centerlines were reconciled to MSAG and a new MSAG was provided to Telco. ArcGIS Geodatabase delivery with Shapefiles for Southern Software CAD using GeoLynx for map display. (2009).

Contact: William Roberson, IT Director: 252 794 6147: william.roberson@bertie.nc.gov

14. **Northampton County, NC:** Atlas re-mapped fire district and emergency service boundaries to include mutual aid. Address ranges were recomputed and attributed to stereo compiled road centerlines with new ESZ boundaries. Road centerlines were reconciled to MSAG and a new MSAG was provided to Telco. ArcGIS Geodatabase delivery with Shapefiles for Southern Software CAD using GeoLynx for map display. (2010).

Contact: Ronnie Story; E911 Director; 252 574 0205

15. **Martin County, NC:** Atlas updated road centerlines and reconciled data to the MSAG. ArcGIS Geodatabase delivery with Shapefiles for VisionAir CAD with Geolynx for map display (2008)

Contact: Bobby Beach: 252 792 1031: rbeach@martincountyncgov.com

16. **Gates County, NC:** Atlas developed address ranges onto stereo compiled road centerlines with ESNs and MSAG updates. (2005). Updates were completed in 2009. ArcGIS Geodatabase and Shapefiles were delivered for Southern Software CAD and new Map Display module.
Contact: Billy Winn, E911 Director: 252 357 5569: bwinn@embarqmail.com
17. **Caroline County, MD:** Atlas completed field verification of all addressed structures within the County (~25,000). This involved reconciliation of address point data and road centerlines to the Telco and MSAG databases for GIS and E-911 Computer Aided Dispatch applications. Address points reconciled to Telco ALI for better than 99% reliability for CAD mapping location. Data was delivered as ArcGIS Geodatabase files converted to Shapefiles for CAD (PSSI and New World CAD). Deliverables also included GIS nautical data for CAD, tabloid size map books and wall maps for PSAP. The project was initiated in 2003 and completed in 2006.
Contact: Bryan Ebling, Director Emergency Management: 410 479 2622: bcebling@emwerg.caroline.md.us
18. **Kent County, MD:** Atlas completed field verification of all addressed structures within the County (~10,000). This involved reconciliation of address point data and road centerlines to the Telco and MSAG databases for GIS and E-911 Computer Aided Dispatch applications. Address points reconciled to Telco ALI for better than 99% reliability for CAD mapping location. Data was delivered as ArcGIS Geodatabase files converted to Shapefiles for CAD. Deliverables also included GIS nautical data for CAD, tabloid size map books and wall maps for PSAP. The project was initiated in 2006 and completed in 2006.
Contact: Gregg Bird, Director Emergency Services: 410 778 3758: gbird@kentgov.org
19. **Dorchester County, MD:** Atlas completed field verification of all addressed structures within the County (~25,000). This involved reconciliation of address point data and road centerlines to the Telco and MSAG databases for GIS and E-911 Computer Aided Dispatch applications. Address points reconciled to Telco ALI for better than 99% reliability for CAD mapping location. Data was delivered as ArcGIS Geodatabase files converted to Shapefiles for CAD. Deliverables also included GIS nautical data for CAD, tabloid size map books and wall maps for PSAP. The project was initiated in 2007 and completed in 2008.
Contact: Kate Donovan, GIS: 410 228 3234: kdonovan@docogonet.com
20. **Monongalia County, WV:** This is a county-wide re-addressing project. Monongalia County has 45,000 addressed structures that are currently addressed by a combination of physical addresses and the old USPS rural route schema. Atlas subcontracted field verification of Morgantown field mapping and GIS database development to WV Technical at West Virginia University. Contact: kevin.kuhn@mail.wvu.edu or kurt.donaldson@mail.wvu.edu. Existing addresses were mapped and inventoried and new addresses were assigned based on a road centerline linear schema of 5.28 feet or extension of city-style addressing. The project entails development of an MSAG, address conversion reports for the USPS and Frontier Telco as well as full implementation of road centerlines for GIS and CAD, Emergency Service Zones (to include mutual aid for fire and rescue), and address points for 911 CAD. Project was initiated late 2013 and is scheduled for completion in 2015.
Contact: Michael Paugh, GIS Analyst: 304 413 0291: mike@monpc.org
21. **Greenbrier County, WV:** This is a county-wide re-addressing project. Greenbrier County has 20,000 addressed structures that are currently addressed by a combination of physical addresses and the old USPS rural route schema. Atlas has mapped address points and inventoried the current addresses. New addresses were assigned based on a road centerline linear schema of 5.28

feet. The project entails development of an MSAG, address conversion reports for the USPS as well as full implementation of road centerlines, Emergency Service Zones (to include mutual aid for fire and rescue), and address points for 911CAD. Project was initiated late 2013 and completed June 2015.

Contact: Al Whitaker, 911 Director: 304 645 5444: Al.Whitaker@greenbriercountyma.net

Land Cover, Soils and Parcel Acreage report development by GIS overlay/intersect

1. **Bertie County, NC.** _Contact: William Roberson, IT Director: 252 794 6147: william.roberson@bertie.nc.gov or Hosey Wilson, Tax Administrator hosey.wilson@bertie.nc.gov 252 794 5310 See: <http://www.co.bertie.nc.us/website/bertiegisweb/viewer.htm>

2. **Greene County, NC.** Contact Richard Elkins, GIS Coordinator relkins@co.greene.nc.us 252 747 3615

3. **Tyrrell County, NC:** 4800 parcels (ArcGIS Geodatabase). State NCLRMP specifications. On-going parcel maintenance by AGD staff. Land cover Countywide wooded versus cleared and water feature database digitized from 2007 orthophotography.

Contact: Allison Snell, Tax Administrator: 252 796 4964: asnell@tyrrellcounty.net

4. **Wilson County, NC:** Countywide wooded versus cleared and water feature database digitized from 2006 orthophotography. Data delivered as ArcGIS Shapefiles.

Contact: Natalie Walton, GIS in Planning: 252 399 2846: nwalton@wilson-co.com

Note: AGD worked as sub consultant to Withers & Ravenel.

5. **Gates County, NC;** 7500 parcels (ArcGIS Geodatabase). State NCLRMP specifications. On-going parcel maintenance by AGD staff. Countywide wooded versus cleared and water feature database digitized from 2003 orthophotography.

Contact: Renee McGinnis, Tax Admin: 252 357 1360; gatescotax@inteliport.com

Aerial Photogrammetric Mapping Projects

1. **SPM15 SA2 for NC Ortho.** Status: Imagery acquisition in early 2015, Orthoimagery delivered to VOICE and Levels 2, 3, 4 QA/QC still underway (February 2016 completion). Six inch pixel resolution 8 bit RGB orthoimagery with 2910 tiles covering 2610 square miles and 5 NC Counties. ASPRS Class 1. Reports required for Plan (C), ground control (C-1), imagery (D), airborne GNSS-IMU & AT (E), Ortho DO by County (F), Project final (G). Extreme relief and heavily wooded terrain presented challenges for ground control, imagery acquisition (3-D design), imagery radiometry matching, aerotriangulation and DEM editing of NCFMP Lidar. AT computations completed in alternate program Bingo for NE corner near Mt. Mitchell as a problem resolution. Atlas: Prime Consultant. AXIS: sub-consultant for photogrammetry. Keystone: sub-consultant for imagery acquisition with UltraCam Eagle 80s. Stewart and Atlas: jointly completed ground control.

Contact: NC Center for Geographic Information and Analysis. Tim Johnson, GISP, Director: 919 754 6588 tim.johnson@nc.gov and Darrin Smith, Project Manager: 919 754 6589 darrin.smith@nc.gov .

2. NPM14 SA2 for NC Ortho. Status: Project completed 2014/2015, Six inch pixel resolution 8 bit RGB orthoimagery with 3040 tiles covering 2717 square miles and 6 NC Counties. ASPRS Class 1. Reports required for Plan (C), ground control (C-1), imagery (D), airborne GNSS-IMU & AT (E), Ortho DO by County (F), and Project final (G). Extreme relief heavily wooded terrain that presented challenges for imagery acquisition (3-D design), image radiometry matching, DEM editing of NCFMP Lidar. Angular flight lines acquired parallel to Blue Ridge escarpment for control of GSD. Entire Study Area (all 3040 tiles) re-processed for radiometry and redelivered by Atlas before CGIA delivery to Counties after problems with haze and banding observed on VOICE. Atlas: Prime Consultant. AXIS: sub-consultant for photogrammetry. RC&A: sub-consultant for imagery acquisition with DMCII-230 and DMCIs. Stewart and Atlas: ground control.

Contact: Same as SPM15 SA2 (#1, above).

3. EP13 SA3 for NC Ortho. Status: Project completed 2013/2014, Six inch pixel resolution 8 bit RGB orthoimagery with 4197 tiles covering 3764 square miles and 6 NC Counties. Reports required for Plan (C), ground control (C-1), imagery (D), airborne GNSS-IMU & AT (E), Ortho DO by County (F), Project final (G). Fort Bragg and Camp Mackall military reservations presented serious challenge to completing imagery acquisition. Numerous partial-broken flight lines and multiple short notice mobilizations used as resolution by Atlas Team. DEM from editing of NCFMP Lidar. Atlas: Prime Consultant. AXIS: sub-consultant for photogrammetry. RC&A: sub-consultant for imagery acquisition with two DMCIs. Stewart and Atlas: jointly completed ground control.

Contact: Same as SPM15 SA2 (#1, above).

4. CO12 SA1 for NC Ortho. Status: Project completed 2012/2013, Six inch pixel resolution 8 bit RGB orthoimagery with 2563 tiles covering 2245 square miles and 7 NC Counties. ASPRS Class 1. Reports required for Plan (C), ground control (C-1), imagery (D), airborne GNSS-IMU & AT (E), Ortho DO by County (F), Project final report (G). Harvey Point CIA property presented serious challenge to completing imagery acquisition. Numerous partial-broken flight lines, multiple short notice mobilizations and angular lines parallel to restricted airspace used as resolution by Atlas Team. DEM from editing of NCFMP Lidar with new stereo compilation in VA. Atlas: Prime Consultant. AXIS: sub-consultant for photogrammetry. RC&A: sub-consultant for imagery acquisition with two DMCIs. Atlas: ground control. Budget: \$410,000.

Contact: Same as SPM15 SA2 (#1, above).

5. MS Statewide Orthimagery 2015 and 2016 (2015 annual program extended into 2016). Status: Imagery acquired early 2015. Project on-going until mid-2016. Nineteen MS Counties covering 13,130 square miles with 12 inch pixel resolution four band 8 bit orthoimagery County-wide and 6 inch within towns. ASPRS Class 1. Reports required for acquisition, ground control, AT and response to QA/QC. Atlas as Technical Consultant to develop Statewide orthoimagery specifications, write RFP, score proposals, participate in selection of contractor, perform imagery and ortho QA/QC, review delivered reports and confirm orthoimagery edits. Perform field GPS at photo ID locations and calculate RMSE for accuracy. Surdex selected as Contractor using Leica ADS 100s.

Contact: MS Tax Assessor Association: Joel Yelverton, Director 601-573-1135

Joel.Yelverton@yelvertonconsulting.com and MS Dept. Environmental Quality: Stephen Champlin, Geospatial Resource Director 601-961-5506 Stephen_Champlin@deq.state.ms or Barbara Yassin barbara_yassin@deq.state.ms.

6. MS Statewide Orthimagery 2014. Status: Completed in 2014. Twenty MS Counties covering 12,100 square miles with 12 inch pixel resolution four band 8 bit orthoimagery County-wide and 6 inch within towns. Two of the Counties acquired all 6 inch pixel orthoimagery. ASPRS Class 1. Reports required for acquisition, ground control, AT and response to QA/QC. Atlas as Technical Consultant to develop Statewide orthoimagery specifications, write RFP, score proposals, participate in selection of contractor,

perform imagery and ortho QA/QC, review delivered reports and confirm orthoimagery edits. Perform field GPS at photo ID locations and calculate RMSE for scaling accuracy. Surdex selected as Contractor using Leica ADS 100s.

Contact: Same as MS Statewide 2015 and 2016 (#5, above).

7. MS Statewide Orthimagery 2013. Status: Completed in 2013. Fourteen MS Counties covering 8610 square miles with 12 inch pixel resolution four band 8 bit orthoimagery County-wide and 6 inch within towns. Four of the Counties acquired all 6 inch. City of Jackson acquired all 3 inch pixel orthoimagery. ASPRS Class 1. Reports required for acquisition, ground control, AT and response to QA/QC. Atlas as Technical Consultant to develop Statewide orthoimagery specifications, write RFP, score proposals, participate in selection of contractor, perform imagery and ortho QA/QC, review delivered reports and confirm orthoimagery edits. Perform field GPS at photo ID locations and calculate RMSE for scaling accuracy. Sanborn selected as Contractor using UltraCam Eagle 80s from Keystone combined with in-house UltraCam Eagle 100s.

Contact: Same as MS Statewide 2015 and 2016 (#5, above).

8. Potomac Highlands, WV: 3 County Consortium for Orthoimagery. Status: Imagery acquired early 2015. Project on-going until late 2015. Three WV Counties covering 1511 square miles with 6 inch pixel resolution four band 8 bit orthoimagery County-wide. ASPRS Class 1. One County (Hampshire) also acquired 9" oblique imagery. Reports required for acquisition, ground control, AT and response to QA/QC. Atlas as Technical Consultant to develop orthoimagery specifications, write RFP, score proposals, participate in selection of vendor, perform imagery and ortho QA/QC, review delivered reports and confirm orthoimagery edits. Perform field GPS at photo ID locations and calculate RMSE for accuracy. Quantum Spatial selected as Contractor using Leica ADS 100.

Contact: Hampshire County, WV GIS/Tax/911: Aaron Cox, GIS Director 304-822-5195 HampshireGIS@Gmail.com

9. Appalachian State University-Town of Boone NC, plan-topo-ortho. Status: Completed in 2014 using imagery from NPM14 SA2. Detailed 1"=100' scale planimetric and 2 foot stereo compiled contour DTM mapping for 7 square miles of all Town and University properties. 6 inch pixel resolution three band 8 bit orthoimagery delivered from NPM14 SA2 (Atlas) with 4th band (CIR) added. ASPRS Class 1. Imagery acquired by DMCII-230 during spring break to reduce automobiles in street/parking areas. Atlas: Prime Consultant. AXIS: sub-consultant for photogrammetry. RC&A: sub-consultant for imagery acquisition with DMCII-230. Atlas/Stewart & Rochester: ground control.

Contact: Appalachian State University, Carole Acquesta, AIA, PE, 828-262-4961 acquestace@appstate.edu and Dr. Arthur Barnard Rex rexab@appstate.edu.

10. Henderson County NC-CIR Orthoimagery. Status: To be delivered in October 2015 after VOICE edits of SPM15 SA2 (Atlas) Orthoimagery. 6 inch pixel resolution three band 8 bit orthoimagery to be delivered from SPM15 SA2 (Atlas) with 4th band (CIR) added covering more than 400 square miles. Atlas: Prime Consultant. AXIS: sub-consultant for photogrammetry. Keystone: sub-consult for imagery acquisition with UltraCam Eagle 80s. Stewart and Atlas: ground control.

Contact: Henderson County, NC Tax/GIS. Jack Drost, GIS jdrost@hendersoncountync.org and Stan Duncan, Tax Administration 828-697-4870.

11. City of Hope Mills, NC water reservoir. Status: Completed in 2015. Aerial photogrammetric mapping of drained 118 acre municipal lake and properties: 1"=50' plan & 3 inch pixel 8 bit RGB orthoimagery, 3 inch DTM processed to half foot contours from Lidar. Atlas: Prime Consultant. AXIS: sub-consultant for photogrammetric mapping, imagery acquisition with Trimble RGB camera and Lidar acquisition with Trimble Harrier 68i. Withers & Ravenel: ground control.

Contact: Seth Swain, GIS Manager, Withers & Ravenel: 919 535 5128: sswain@withersravenel.com

12. Dupont Forest & Headwaters tracts-Henderson & Transylvania Counties, NC. Status: To be delivered in October 2015 after VOICE edits of SPM15 SA2 (Atlas) Orthoimagery. 6 inch pixel resolution three band 8 bit orthoimagery to be delivered from SPM15 SA2 (Atlas) with 4th band (CIR) added covering 86 NC map tiles. Atlas: Prime Consultant. AXIS: sub-consultant for photogrammetry. Keystone: sub-consultant for imagery acquisition with UltraCam Eagle 80s. Stewart and Atlas: ground control.

Contact: Daniel Madding, GIS Manager, NCDA&CS: 919 807 4343: daniel.madding@ncagr.gov

13. City of Conover, NC, CIR Orthoimagery. Status: Completed in 2015. 6 inch pixel resolution three band 8 bit orthoimagery delivered from NPM14 SA2 (Atlas) with 4th band (CIR) added covering 35 NC map tiles. Atlas: Prime Consultant. AXIS: sub-consultant for photogrammetry. RC&A: sub-consult for imagery acquisition with DMCI. Stewart and Atlas: ground control.

Contact: Scott Miller, GIS Director, Western Piedmont Council of Governments: 828 485 4235: scott.miller@wpcog.org

Reference Utility GIS Projects by Atlas Geographic Data (Atlas)

1. Queen Anne's County, Maryland (QAC Sanitary District)

ArcGIS Conversion of all Water & Sewer systems County-wide using digital orthophotography and planimetrics as base map for utility mapping and conversion. Extensive feature attributes developed in accordance with a strict ArcGIS Geodatabase design by Atlas.

- Queen Anne's County sanitary sewer system is comprised of 19 **vacuum sewer** collection stations and 6 gravity/pump station systems, interconnected by major cross county transmission force mains pumping to a single treatment plant. Project mapping also included fresh water systems, which are generally independent within neighborhoods. Installed water and sewer systems serve more than 18,000 customers.
- ArcGIS custom application for Utility Map management whereby more than 2200 source documents (original design and as-builts) were scanned, rectified and georeferenced with utility features (more than 22,000 point features) digitally converted by Atlas. **All** digitized utility features (both point structures and lines) were also hot-linked to the primary source document within a geodatabase application developed for in-office and in-the-field access to source documents using ArcGIS geodatabase and Arc engine technology within an Atlas custom prepared ArcGIS document management program. This program displays scanned source documents by a single click as a separate window as well as a georeferenced transparent overlay. Application also shows all "other" documents that have a mapped coverage window encompassing the selected feature.
- All addressed structures mapped as address points with address range attribution to road centerlines. All structures were field verified by Atlas for address and classification.
- Tax parcel mapping and conversion for GIS application (ArcGIS and ArcServer 10x) by Atlas. Approximately 30% of the parcels were mapped by COGO with remainder best fit.
- Arc Server and ArcWebServer (10x) implementation with on-site training of County staff and on-going GIS support and database maintenance by AGD.
- Current (2015/16) scope of work involves GPS field mapping to sub 4 inch precision (Trimble GeoXH cm. edition, Pathfinder post processed data) of all surface sewer and water features. To date, 12 of the 19 collection station distribution systems have been field mapped.

- ArcGIS geodatabase is being reconnected as a network, topologically structured, attributed, directionality system based on the new GPS field mapping coordinates. Anticipate that the entire process of GPS field mapping and system editing will be completed by mid 2017.
- Atlas continues to provide all on-going updates and maintenance of the ArcGIS geodatabase using newly received as-builts, design plans and corrections from GPS field mapping, system maintenance and repair, and newly installed service.

Schedule: original GIS conversion Project initiated January 2006, with a 2010 completion date. GPS field mapping project begun in 2015 with a 2017 projected completion.

Contact:

Joseph Haxton, Utility Manager
Queen Anne's County Sanitary District
Stevensville, MD 21666
Voice: 410 643 3535; Fax: 410 643 7364
JHaxton@qac.org

Megan Delgaudio, GIS and IT Director,
QAC Information Technology
Centreville, MD 21617
Voice: 410 758 0322; Fax: 410 758 2905
mdelgaudio@qac.org

2. Cape Fear Public Utility Authority

Atlas has provided GIS digital mapping services to Cape Fear Utility Authority (CFPUA) under a qualifications based professional services open end contract for the past three years (1013-2016). CFPUA provides water and sewer service to essentially all of New Hanover County, NC which includes the City of Wilmington. CFPUA requested Atlas to digitally map within ArcGIS the existing water service systems within the larger and older subdivisions of the City to include such major developments as Kings Grant, Pine Valley, etc.

The existing paper hard copy maps maintained by CFPUA were used a guide by Atlas to locate water valves within the field and perform GPS mapping to a sub four inch accuracy using a Trimble GeoXH 6000 cm. edition unit having a Zephyr 2 antenna. Trimble Terrasync software was used by Atlas as a data capture platform and all field data was post processed using Trimble Pathfinder Office software. On the order of 10 to 15% of the water valves involved more extreme measures such as high grade metal detectors and extensive digging to locate existing valves due to such issues as being paved over or located beneath landscaping, deeper underground, etc. An ArcGIS geodatabase of the water system was then developed by Atlas from the field GPS surveys combined with water main and attribute information from the older existing paper maps. Atlas utilized the existing ArcGIS geodatabase design model provided by CFPUA in developing the final project geodatabase.

Schedule: Open end services contract with project work performed in 2015 and 2016, with rate of production work completed as departmental funding became available. Services contract limited to a not-to-exceed budget of \$50,000 for two fiscal years.

Contact:

Gary McSmith, P.E.
Engineering Manager
Planning and Design Division
Cape Fear Public Utility Authority
235 Government Center Drive
Wilmington, NC 28403
Phone: 910-332-6629

Cell: 910-833-4197

Gary.Mcsmith@cfpua.org

Also Matthew Ayers

Matthew.Ayers@cfpua.org

3. WTH Technology

Atlas has been providing digital conversion for GIS of various municipal projects within the State of Indiana for the past three years. This has included both water and sewer systems for town and citywide systems. A generalized workflow has developed between Atlas and WTH that is summarized as:

- Scanning the existing hardcopy maps at the client location and creating raster images for inclusion within the GIS software program. Rectify and georeference scanned maps to precisely fit available digital orthophotography and/or planimetric base maps.
- Digital conversion of water systems to include pipe size, material, etc. for lines and selected attributes of size, etc. Digital convert valves and hydrants and caps, tanks, treatment plants, reducers, blowoffs, backflow preventors, pump stations, etc. Water systems sometimes include water meters and lateral lines extending at least to meters or curb stop valves.
- Digital conversion of sanitary sewer systems to include gravity and force mains, laterals to cleanouts, manholes, valves, pump and lift stations, treatment plants, etc. Directionality is interpreted from existing available drawings and included within the GIS digital database for line features. Attributes almost always include line size and material type.
- Inclusion of ERRATA points within the initial delivered file designating conflicts, missing or confusing features for which the Town or City client needs to provide additional information or clarification for Atlas to perform final edits to complete the project.
- QA/QC by senior Atlas GIS analysts/surveyors/engineers to interpret system characteristics such as direction of flow, circumstances where force mains outflow from lift and pump stations, etc.

Example projects completed by Atlas for WTH within the past two years have included:

- **Steuben, Indiana:** 154 miles of water mains with attendant valves, hydrants, structures and facilities. Selected laterals extending to meters or curb stop valves. System serves 5000 customers.
- **Angola, Indiana:** 140 miles of sanitary sewer mains, 70 miles of water mains, and 49 miles of storm sewer piping. System GIS conversion included all attendant point structures such as valves, manholes, hydrants, pumps, reducers, plants, etc. Attributes varied by system based on available data, but always included main size and material with directionality for sanitary sewer. Angola serves 3500 customers.
- **North Manchester, Indiana:** 28 miles of sanitary sewer mains, 38 miles of water mains, and 12 miles of stormwater system. System GIS conversion included all attendant point structures such as valves, manholes, hydrants, pumps, reducers, plants, etc. Attributes varied by system based on available data, but always included main size and material with directionality for sanitary sewer. North Manchester serves 2400 customers.
- **Tri-Township, Indiana:** 119 miles of water mains with attendant valves, hydrants, structures and facilities. Selected laterals extending to meters or curb stop valves. System serves 3700 customers.
- **Michigan City, Indiana:** 225 miles of water mains with attendant valves, hydrants, structures and facilities. Selected laterals extending to meters or curb stop valves.

- **Paxton, Indiana:** 109 miles of water mains with attendant valves, hydrants, structures and facilities. Selected laterals extending to meters or curb stop valves.
- **Napoleon, Indiana:** 220 miles of water mains with attendant valves, hydrants, structures and facilities. Selected laterals extending to meters or curb stop valves.
- **Morgan, Indiana:** 230 miles of water mains with attendant valves, hydrants, structures and facilities. Selected laterals extending to meters or curb stop valves.
- **Cloverdale, Indiana:** 30 miles of sanitary sewer mains and 30 miles of water mains. System GIS conversion included all attendant point structures such as valves, manholes, hydrants, pumps, reducers, plants, etc. Attributes varied by system based on available data, but always included main size and material with directionality for sanitary sewer.

Schedules: Each municipal project is typically completed by Atlas from receipt of maps to final completion and delivery of GIS data (including review and editing for answers from ERRATA reports) within six to ten weeks.

Contact:

WTH Technology

3665 Washington Blvd.

Indianapolis, IN 46205

Attention: Trevor Bergum

1-888-225-5984

tbergum@wthgis.com or trevor.bergum@wthgis.com

Also: Eric J. Lowry

Cell: 812-595-2089

Eric.lowry@wthgis.com

4. Paramus, New Jersey, Sanitary Sewer System

The Borough of Paramus (Bergen County) sanitary sewer system is being digitally mapped by Atlas for an engineering maintenance application using GIS technology. Sewer project development maps (generally from a period of late 1960s to mid 1980s) were scanned on-site by Atlas. Paramus sewer includes approximately 3200 manholes covering sewer systems for approximately 17 square miles of nearly fully built out rolling terrain.

Atlas has field recovered all manholes and mapped each manhole by sub-foot procedures using a Trimble GeoXH 6000 cm. edition unit having a Zephyr 2 antenna. Trimble Terrasync software was used by Atlas as a data capture platform and all field data was post processed using Trimble Pathfinder Office software. The existing sewer system plans (some as-builts, some design sets) have been georeferenced by Atlas using orthophoto and planimetric basemaps. This has involved nearly 1000 drawings to include more recent subdivision project plans.

Sanitary Sewer systems have been digitally converted by Atlas using the GPS manhole surveys as a base and digitally converting mains by interpretation and connection to manholes from the scanned/georeferenced drawings. Other sewer system features such as pump and lift stations, selected cleanouts, etc. are included within the GIS conversion. Sewer Mains include directionality as interpreted by Atlas senior surveyors/engineers from the vertical profiles of the original as-builts and design project drawings. Attributes always include rim elevation and inverts for manholes as well as pipe size and material for mains. GIS database topology is strictly adhered to to develop a fully networked system.

The Paramus sanitary sewer deliverable will include a document management system developed by WTH whereby more than 1000 source documents (original design and as-builts) were scanned, rectified and

georeferenced with utility features) digitally converted by Atlas. **All** digitized utility features (both point structures and lines) are also hot-linked to the primary source document within a geodatabase application developed for in-office and in-the-field access to source documents using GIS technology within a WTH/ Atlas custom prepared document management program. This program displays scanned source documents by a single click as a separate window as well as a georeferenced transparent overlay. Application also shows all “other” documents that have a mapped coverage window encompassing the selected feature.

Schedule: Source Document scanning and georeferencing was completed in late 2015. GPS field mapping of manholes has been completed in 2016. The final GIS database is being developed and edited via ERRATA points with an anticipated final project delivery for September 2016.

Contact:

WTH Technology
3665 Washington Blvd.
Indianapolis, IN 46205
Attention: Trevor Bergum
1-888-225-5984
tbergum@wthgis.com or trevor.bergum@wthgis.com
Also: Eric J. Lowry
Cell: 812-595-2089
Eric.lowry@wthgis.com

Borough of Paramus
Guy Picone, Director of DPW
Phone: 201 265 2100
Fax: 201 265 1433
gpicone@paramusborough.org

5. Hattiesburg, MS water & sanitary sewer systems

The City of Hattiesburg, MS is implementing an ArcGIS based Asset Management System for utilities. The project is being managed by local engineering consultant Shows, Dearman & Waits (SDW) with GIS technical assistance by Geositus (David Rankin). Atlas was brought onto the project team to implement an ArcGIS geodatabase design for Hattiesburg utilities that complies fully to the ESRI Local Governmental model in order that the final Arc geodatabase will flow and operate without undue processing within a GIS based Asset management system such as CityWorks. Atlas responsibilities included re-structuring all existing digital utility data (primarily AutoCAD) to operate within the ESRI Local Government model, which included full network and topological structure capability. Atlas also has been responsible for training and support of SDW engineers, CAD/GIS and programming staff for operation and maintenance of the new water and sanitary systems geodatabase within the ArcGIS ESRI Local Government model.

Schedule: Consulting and database development services by Atlas have been conducted within the first half of 2016. The geodatabase has been completed for the intended ArcGIS ESRI Local Government model.

Contact:

Shows, Dearman & Waits, Inc.
301 Second Avenue
Hattiesburg, MS 39401
Attention: John T. Weeks, P.E.
john@sd-w.com
Phone: 601 544 1821

Geositus, GIS Consultants
Seminary, MS
Attention: David Rankin
davidr@geositus.com

6. Martin County, NC Water Systems

ArcGIS Conversion of all Water systems County-wide using digital orthophotography and tax parcels as base map for utility mapping and conversion. Extensive feature attributes developed in accordance with a strict ArcGIS Geodatabase design by Atlas. Martin County water distribution system is comprised of two districts that were each designed and built as two separate phases. Atlas services included:

- Scanning the existing maps and creating raster images for inclusion in the ArcGIS software program. Rectify and georeferenced scanned maps to precisely fit digital orthophotography base map.
- Digital conversion of water systems to include pipe size, material, etc. for lines and selected attributes of size, etc. for valves and hydrants and caps, etc.
- Digital conversion included culvert locations and parcel locations and addresses for those parcels that have houses that included within the water system project (points as addresses as shown on the existing maps).
- Installation of the Atlas ArcGIS software application program for water sewer systems for office workstations and in-the-field laptops.
- Inclusion of water system data onto the existing County GIS website as a data layer.
- On-site training with GIS geodatabase and software.

Schedule: Project initiated January, 2012 and completed August 2012. Atlas will continue to provide GIS support to Martin County Water System and GIS staff.

Contact:

Ed Warren, Director Martin Water & Sewer systems
305 East Main Street
Williamston, NC 27892
ewarren@martincountyncgov.com
Voice: 252 789 4345
Fax: 252 789 4369

Bobby Beach, Martin County GIS
305 East Main Street
Williamston, NC 27892
rbeach@martincountyncgov.com
Voice: 252 789 4350
Fax: 252 789 4359



Website: www.atlasgeodata.com

Company Profile

Atlas Geographic Data, Inc. (AGD) is a GIS professional services company with project management and GIS production facilities in Wilmington, North Carolina and additional cadastral mapping offices within AL and MS. Products and services provided by AGD include:

- GIS implementation, primarily for state, county and municipal governments.
- GIS feature mapping and attribution by heads up on-screen digitizing from planimetry and by photo interpretation of digital orthophotography.
- Cadastral mapping from deeds and plats and tax parcel map conversion.
- ESRI Parcel Fabric implementation for County tax parcel databases. Includes database designs, data mapping and/or conversion, maintenance, client training and support.
- ESRI Local Government Information data Model (LGIM) implementation for County/Municipal clients.
- E-911 address database development to include address point database development, digital address assignment, MSAG reconciliation, Telco ALI reconciliation, road centerline mapping and address range development.
- ArcGIS database designs and Geodatabase development.
- GIS website development for county and municipal governments within formats of ArcIMS, ArcGIS Server, AGOL and MapGuide.
- Client training and on-going support with GIS systems for tax parcel, parcel fabric E-911, AVL and utility feature applications.
- ArcGIS application development and programming. GIS data programming and interactive linkage to exterior databases such as CAMA, Planning, E911, etc.
- Utility feature digital conversion to include water, sewer, storm water, gas and electric power distribution systems. Procedures include conversion of existing maps/documents as well as in-the-field GPS mapping.
- Aerial photogrammetric mapping for planimetry and digital orthophotography using controlled stereo model imagery at softcopy work-stations.
- ArcGIS Server implementation and ArcGIS version upgrades and conversion of AutoCAD files to GeoDatabase formats for county government GIS datasets.
- AVL implementation, particularly for tax field appraisal and E-911 PSAP applications to include software for in-vehicle map display.

Atlas Geographic Data, Inc (AGD) was formed in early 2005 through the partnership of four senior experienced GIS professionals, three of which are Professional Registered Land Surveyors (PLS), having GIS and photogrammetry specialty as well as GISP certification. The senior management staff (individual GIS career experience ranging from 12 to 34 years) represents a seasoned GIS experience for developing cadastral, E-911, and utility map datasets. Data delivery formats include AutoCAD, ArcInfo, ArcGIS, ArcView, Parcel Fabric and Bentley MicroStation. AGD staff experience also includes numerous related software formats to include ESRI packages of personal Geodatabase, ArcGIS Server, ArcGIS On-Line, ArcServer, ArcSDE, ArcIMS, and relational database systems including ORACLE, SQL, MS Access, Dbase, etc.

GIS mapping capability and experience includes both cadastral mapping from deeds as well as direct conversion of existing maps. In addition, AGD staff has extensive experience with complex E-911 database construction, including address attribution of structures and road centerlines for direct linkage to ANI/ALI data for dispatch of both landline and Phase II wireless applications.

Atlas Geographic Data is a member of the **ESRI Developer Network (EDN)**. As such, we have in-house access to all of the programming source codes and software for the entire suite of ArcGIS products. AGD is an **ESRI Silver Business Partner**.

The senior staff of AGD has an extensive background with GIS implementation within county and municipal governments, primarily within eastern US states; however, major GIS and mapping projects have also been completed and supported within more than 30 states in the past 25 years. This past background of projects has involved tax parcel mapping and/or conversion for GIS for more than 90 counties totaling more than 3,000,000 parcels, E-911 address databases for 55 counties, and orthophoto base mapping for more than 140 counties (60,000+ orthophotos).

Corporate Office:

Atlas Geographic Data, Inc. (eight fulltime GIS employees, of which two are PLS and GISP)
1015 Ashes Drive, Suite 104, Wilmington, NC 28403

Phone: 910 256 9892

Fax: 910 256 9979

Contact: Hays Lambert, PLS GISP, President and designated Project Manager

Cell: 910 264 1206

Email: hlambert@atlasgeodata.com Company Website: www.atlasgeodata.com

Branch Offices:

657 Tanbridge Road (two fulltime GIS employees, of which one is PLS and GISP)

Wilmington, NC 28405

Phone: 910 632 8270 Cell: 910 352 2491

Contact: Larry Kirkpatrick, PLS GISP, Vice President/Secretary

Email: lkirkpatrick@atlasgeodata.com

1160 Jersey Mountain Road

Romney, WV 26757

Off-site back-up redundant Server location within basement of Hampshire County 911 Center with extensive 24/7 backup power generation and fiber optic cable.

20 Mineral Springs Road, Suite One, Pell City, Alabama 35054

Contact: Jeff Cooke or Monica Dennis: 205 338 1060 Ten (10) fulltime GIS managers, parcel mappers, and GIS analysts.

Operating under former name: Tri-State Consulting Services, Inc. Atlas acquired Tri-State in 2012.

312 Main Street, Philadelphia, MS 39350

Contact: Jeff Cooke or Monica Dennis: 205 338 1060 Five (5) fulltime digital tax parcel mappers
Still operating under former name: Tri-State Consulting Services, Inc.

Digital mapping at Atlas Geographic Data, Inc. is generally accomplished within an ESRI ArcGIS Geodatabase/SDE and/or ArcEditor environment using version 10.3 or within an AutoCAD format. Open source GIS systems are even utilized for selected projects and applications. Computer Aided Drafting & Design (CADD) programs such as AutoCAD and Microstation are utilized by AGD for data capture and processing where the client's applications are best suited to these programs (typically engineering/surveying or utility mapping projects). Tax parcel mapping is edited and final-formatted within ArcGIS SDE/Geodatabase to provide polygon topology. Arc Coordinate geometry (Arc COGO) is used for metes and bounds parcel construction. AGD stays current with ESRI maintenance programs in order to keep our software capability up-to-date in behalf of both our production staff and support of our installed client base. Data delivery formats as direct output from our data conversion and mapping processes include ArcGIS Geodatabase (both for ArcEditor and Arc Server configured systems) and Shapefiles. AGD is a certified ESRI software development firm, thereby, having in-house access to **all** ArcGIS extensions, programs, & database functionality such as TINS, Spatial Analyst, Arc Server, Parcel fabric, COGO, Network, Topology, LGIM, etc.

AGD is also an ESRI Silver Business Partner.

AutoCAD licenses that are used primarily in the AL and MS offices of Tri-State (purchased by Atlas in 2012). Many of the Tri-State MS County clients use AutoCAD as a tax parcel database software platform. The Tri-State AutoCAD capability is used to maintain tax parcel data for these Counties as well as provide AutoCAD capability for those instances where Atlas may be required to deliver AutoCAD databases to clients parallel with ArcGIS geodatabase. Tri-State provides on-going mapping and tax parcel maintenance services for more than 50 County Tax Assessor offices within Mississippi.

ArcGIS is utilized within the AGD internal network to store and manage client projects and files. This system includes ten rack mounted file servers with on-line storage exceeding fifty terabytes among multiple Raid configured hot swappable hard drives.

Digital mapping, editing and quality control is accomplished using twenty (24) high end networked PC workstations running under Windows. Most workstations are configured with dual to triple monitors in order that cadastral mappers and GIS analysts can view the map construction window simultaneously with deed, plat and source document files and imagery.

Full size map plots are prepared using HP 500 and HP 1055C plotters that are networked to workstations. An HP 5550n high speed laser color printer is used for high quality check plots up to tabloid size (11 x 17 inch), as well as "Map Book" production.

Documents are scanned on-site with 42 and 36 inch format (E size) Context document scanners as well as high resolution Nikon digital cameras that are stand mounted using interactive PC software for indexing and image capture.

A Minolta microfilm reader printer is used to view, edit and print hardcopies from both 35 mm and 16 mm film acquired from older state and county Archives of tax maps, deeds, plats and grantee/grantor indexes.

Additional Qualifications of Atlas Geographic Data, Inc.

Atlas Geographic Data, Inc. is a subchapter S professional services corporation that is incorporated within North Carolina and registered with the Secretary of State's office and the NC Board of registration for Engineers and Surveyors. Atlas is also registered to conduct business with Secretary of State in Vermont, Georgia, West Virginia, Maryland, Mississippi, South Carolina and Virginia. Federal Tax ID Number is: 20-3251160. Atlas is an employee owned firm, with majority Stock ownership by fulltime employees: Hays Lambert, PLS GISP, President; Larry Kirkpatrick, PLS, Vice President/Secretary; Teresa Kirkpatrick, Treasurer; Mark (Robert) Bratcher and Tre Penegar, PLS GISP. There have been no mergers, acquisitions or sales of Atlas Geographic Data, Inc. since founding.

Atlas Geographic Data, Inc. has been providing GIS tax parcel mapping, E-911 address database development and GIS implementation services for county and municipal governments in an ArcGIS environment for twelve years. Key staff have extensive background and experience with the specific services as shown on attached resumes and summarized below:

1. **Larry Kirkpatrick, PLS, Vice President/Secretary/Owner: 33 years GIS experience.** BS Geology 1974, Coursework for MS Civil Engineering 1979. Professional Land Surveyor (PLS) NC, VA & SC.
2. **Frank Hays Lambert, PLS GISP, President/Owner: Project Manager: 18 years GIS experience.** BS Geography, with concentration in GIS 1998. Professional Land Surveyor (PLS) NC and SC. Certified as Geographic Information Systems Professional (GISP) by the National Association.
3. **Mark (Robert) Bratcher, Owner: GIS programmer: 13 years GIS/Programming experience.** BS Geography, with concentration in GIS, 2003. Stockholder.
4. **John McMorran, PLS, 36 years mapping/GIS/computer programming experience.** BA Architecture 1968. Professional Land Surveyor (PLS) NC.
5. **Teresa Kirkpatrick, Treasurer/Owner: GIS operator: 16 years GIS experience.** BS Science Education 1973.
6. **Samuel (Tre) Penegar, PLS GISP, Owner: 12 years GIS experience.** BS Geography, with concentration in GIS, 2004. Stockholder. Professional Land Surveyor (PLS) NC Certified as Geographic Information Systems Professional (GISP) by the National Association.
7. **Joe Waple, GIS Analyst: 11 years GIS experience.** BS Geography, with concentration in GIS 2005.
8. **Jeff Cooke, GIS Project Manager: 30+ years GIS and parcel mapping experience.** BA degree business administration, University of Kansas.
9. **Nancy Sellers, Project Manager and GIS parcel mapper: 30+ years GIS and parcel mapping experience.**
10. **Jack Sellers, Project Manager and GIS parcel mapper: 30+ years GIS and parcel mapping experience.**
11. **Marshall Winstead, Project Manager and GIS parcel mapper: 30+ years GIS and parcel mapping experience.**

12. **Monica Dennis**, Project manager and office manager AL and MS: **25 years GIS and parcel mapping experience.**
13. **Cliff Crosby**, GIS tax parcel compilation: **10 years GIS and parcel mapping experience.**
14. **Greg Nowell**, Mississippi Certified Appraiser: **29 years experience** with real property appraisal.
15. **Michelle Alawine**, GIS tax parcel compilation: **12 years GIS and parcel mapping experience.**
16. **Brian Busenlener**, GIS tax parcel compilation: **15 years GIS and parcel mapping experience.**
17. **Michael Bryant**, GIS tax parcel compilation: **7 years GIS and parcel mapping experience.**
18. **Casey Baker**, GIS tax parcel compilation: **7 years GIS and parcel mapping experience.**
19. **Aaron Hosford**, GIS Analyst, programmer and parcel mapper: **12 years GIS experience.**
20. **Tyler Simmons**, GIS website and server systems support: **5 years GIS experience.** BA degree in environmental science 2010.
21. **Daniel Hillegass**, GIS parcel mapper, field technician for addressing: **5 years GIS experience.** BA degree in environmental science 2010.
22. **Matthew Beauty**, GIS parcel mapper, field technician for Utility Mapping: **2 years GIS**

In addition, we have included herein an example list of completed projects with reference contacts as “Summary of Project Experience and References for Atlas Geographic Data, Inc.”.



City Council Meeting STAFF REPORT

Submitting Department: Administration
Submitted By: James Drinkard
Meeting Date: August 21, 2017

I. AGENDA ITEM TITLE: COOPERATIVE AGREEMENT WITH FULTON COUNTY: COMMUNITY DEVELOPMENT BLOCK GRANT

II. RECOMMENDATION:

Adopt a resolution entering into a three-year cooperative agreement with Fulton County, Georgia for participation in the Community Development Block Grant Entitlement Program for the purpose of undertaking essential community development and housing assistance programs; and to authorize the Mayor to execute any and all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN
CURRENT FY OPRT.
BUDGET: NO

TOTAL PROJECT COST: THERE ARE NO FISCAL IMPACTS ASSOCIATED WITH ENTERING INTO THE RECOMMENDED AGREEMENT. ANY PROJECTS FOR WHICH COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING WOULD BE SOUGHT WOULD BE PRESENTED TO CITY COUNCIL PRIOR TO SUBMISSION OF FUNDING APPLICATION.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

The Community Development Block Grant (CDBG) Entitlement Program provides annual grants on a formula basis to entitled cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons. The program is operated by the US Department of Housing and Urban Development (HUD), which awards grants to entitlement community grantees to carry out a wide range of community development activities directed toward revitalizing neighborhoods, economic development, and providing improved community facilities and services.

Entitlement communities develop their own programs and funding priorities; however, grantees must give maximum feasible priority to activities which benefit low- and moderate-income persons. A grantee may also carry out activities which aid in the prevention or elimination of slums or blight. Additionally, grantees may fund activities when the grantee certifies that the activities meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs. CDBG funds may not be used for activities which do not meet one of these national objectives.

HUD determines the amount of each entitlement grantee's annual funding allocation by a statutory dual formula which uses several objective measures of community needs, including the extent of poverty,

population, housing overcrowding, age of housing and population growth lag in relationship to other metropolitan areas.

Alpharetta could, as a metropolitan city with a population of at least 50,000, qualify as an eligible entitlement grantee. There are, however, two primary reasons why pursuing standalone entitlement designation may not be in the City's best interests.

First and foremost, our position with respect to the aforementioned objective measures of community needs would result in our being ranked very low on the CDBG funding formula. As such, any direct funds that Alpharetta would receive through the program would be low; if in fact, direct funding would result.

The second reason relates to the grant management and reporting requirements under CDBG and the staff time / manpower requirements that result. Most communities dedicate one or more staff members almost exclusively to managing their CDBG programs. Given the low award amount that Alpharetta would likely receive through the program, it is not economically viable to dedicate such resources to the management and reporting function.

As a result, for many years, the City of Alpharetta has maintained a cooperative agreement with Fulton County whereby the County is the CDBG grantee and is responsible for meeting program reporting and management requirements. In turn, Fulton County allocates funds to each participating city based upon a pro rata formula; assuming each city has and submits a qualifying project. The allocation for any city that does not submit a qualifying project is maintained in Fulton County's CDBG pool and is reallocated to participating cities that can use additional funds to carry out their qualifying programs.

While the City of Alpharetta has utilized CDBG funds infrequently, entering into and maintaining the cooperative agreement with Fulton County does make available a funding source that would likely otherwise not be viable. Further, maintaining the agreement holds no cost for the City.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Adoption Resolution, Agreement With Fulton County



RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH FULTON COUNTY FOR THE PURPOSES OF BEING INCLUDED IN THE FULTON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT; AND FOR OTHER PURPOSES

WHEREAS, the City of Alpharetta, Georgia desires to be included as part of the Fulton County Community Development Block Grant (CDBG, ESG and HOME) programs for Federal Fiscal Years 2018, 2019, and 2020 to be automatically renewed thereafter; and

WHEREAS, the attached Cooperation Agreement has been prepared for said purposes; and

WHEREAS, evidence authorizing execution of said Agreement must accompany the Agreement upon its submission to the U.S. Department of Housing and Urban Development.

NOW THEREFORE, be it resolved by the Mayor and Council of the City of Alpharetta, Georgia that:

1. The attached Cooperation Agreement is hereby approved; and
2. The Mayor is hereby authorized to execute said Agreement in accordance with directives under the CDBG program.

SO RESOLVED, this _____ day of _____, 2017.

Approved:

David Belle Isle, Mayor

Attest:

Coty Thigpen, City Clerk
(Seal)

Approved As To Form:

C. Sam Thomas, City Attorney

COUNCIL MEMBERS

**FULTON COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT;
EMERGENCY SOLUTIONS GRANTS AND HOME PROGRAMS
COOPERATION AGREEMENT
[AUTHORITY: CPD NOTICE-14-07 04/25/2014]
(Federal FYs2018 - 2020)**

**STATE OF GEORGIA
COUNTY OF FULTON**

This Cooperation Agreement ("Cooperation Agreement"), made this **16 day of August 2017**, by Fulton County, a political subdivision of the State of Georgia (hereinafter referred to as "the County"), acting by and through its duly elected Board of Commissioners, and the City of Alpharetta, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as "the City").

WITNESSETH THAT:

WHEREAS, it has been determined by the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") that Fulton County, Georgia possesses the powers necessary to undertake essential community development and housing assistance activities in the unincorporated areas of the County and incorporated municipalities through its Cooperation Agreement with the City; and

WHEREAS, HUD has determined that the County is eligible, as an "Urban County", to receive Entitlement Community Development Block Grant (CDBG) funds under Title I of the Housing and Community Development Act of 1974, as amended the HOME Investment Partnerships Program funds, and the Emergency Solutions Grant (ESG); and

WHEREAS, these funds [and any program income derived from these expenditures of CDBG, HOME and ESG funds] will be used to address certain needs of predominantly low and moderate income persons to be made available for Federal Fiscal Years 2018, 2019, and 2020, and annually thereafter unless otherwise terminated in writing by the County or the City; and

WHEREAS, the County and the City agree to execute this Cooperation Agreement with the understanding that this decision is binding for a period of three-years and will automatically be renewed for participation in successive three-year qualification periods unless otherwise terminated in writing by either party upon the expenditure of Community Development Block Grant and HOME Investment Partnerships Program funds granted by the County to the City; and Emergency Solutions Grant (ESG); and

WHEREAS, neither party shall terminate or withdraw from this Cooperation Agreement after the date specified in HUD's urban county qualification notice for the next qualification period, the County will notify the City in writing of its right to terminate or withdraw from this Cooperation Agreement; and

1 **WHEREAS**, the County and the City agree to adopt any amendment to the Cooperation
2 Agreement incorporating changes necessary to meet the requirements for cooperation
3 agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-
4 year urban county qualification period and annually thereafter, and to submit such amendment to
5 HUD as provided in the urban county qualification notice, unless changes in the Cooperation
6 Agreement required by HUD would necessitate the execution of a new cooperation agreement,
7 and/or unless the participating municipality elects to be excluded from the cooperation
8 agreement at the beginning of each three year cycle and [as further described in this Cooperation
9 Agreement], beginning with FY 2018; and that such failure to comply will void the automatic
10 renewal for such qualification period; and

11
12 **WHEREAS**, in order for the County to undertake such activities in the incorporated
13 jurisdictions in the County, the consent of the governing body of the local jurisdiction must be
14 secured and a cooperation agreement executed between the County and the local jurisdiction;
15 and

16
17 **WHEREAS**, it is necessary that the County enters into a three (3) year cooperation
18 agreement with each local jurisdiction in the County (except for the Cities of Atlanta, Johns
19 Creek, Roswell, and Sandy Springs) for participation in the Community Development Block
20 Grant (CDBG) program, HOME Investment Partnerships Program; and the Emergency Solutions
21 Grant (ESG); and

22
23 **WHEREAS**, the City elects to participate in the County's CDBG, HOME and ESG
24 programs the County and the City agree to cooperate to undertake, or assist in undertaking,
25 community development and housing activities in accordance with this Cooperation Agreement
26 and applicable rules and regulations under the CDBG, HOME and ESG programs, and further
27 agrees to not apply for grants under the Small Cities or State CDBG Programs and to not form a
28 consortium with other local governments from appropriations for fiscal years during the period
29 in which it is participating in the urban county's CDBG, HOME and ESG programs.

30
31 **NOW THEREFORE**, in consideration of the mutual covenants contained herein, the
32 parties hereby agree as follows:

- 33
34 1. That the County has the authority to carry out activities, from the annual
35 appropriations of Federal Community Development Block Grant funds and from
36 any program income, generated from the expenditures of such funds.
37 2. Pursuant to 24 CFR Part 570.501(b) the City is subject to the same requirements
38 applicable to subrecipients, including the requirement of a written cooperation
39 agreement set forth in 24 CFR 570.503.
40 3. That the City hereby elects to participate in the County's CDBG, HOME and ESG
41 Programs with the understanding that this decision is binding for a period of three
42 (3) years and annually thereafter and remains in effect until all funded activities
43 are completed and all program income received (with respect to activities carried
44 out during the three-year qualification period, and any successive qualification
45 periods) are expended, and that the County and the City cannot terminate or
46 withdraw from the Cooperation Agreement while it remains in effect.

- 1 4. That the aggregate use of the CDBG, HOME and ESG funds received by the City
2 annually, shall principally benefit persons of low- and moderate- income in a
3 manner that ensures that not less than seventy (70%) of such funds are used for
4 activities that benefit such persons during such period. Further, as part of each
5 annual proposal submitted by the City to the County for the use of the CDBG,
6 HOME and ESG funds for that year, the City shall indicate how and when the
7 City proposes to achieve this 70% objective.
- 8 5. That the aggregate use of funds for the benefit of low- and moderate-income
9 persons shall also apply to the County in its use of CDBG, HOME and ESG funds
10 for unincorporated Fulton County.
- 11 6. That the County and the City agree to cooperate to undertake, or assist in
12 undertaking community renewal, and lower income housing assistance activities.
- 13 7. That the County and the City have adopted and are enforcing:
 - 14 (1) A policy prohibiting the use of excessive force by law enforcement
15 agencies within its jurisdiction against any individuals engaged in non-
16 violent civil rights demonstrations; and
 - 17 (2) A policy of enforcing applicable State and local laws against physically
18 barring entrance to or exit from a facility or location which is the subject
19 of such non-violent civil rights demonstrations within its jurisdiction.
- 20 8. That the grant will be conducted and administered in conformity with the Civil
21 Rights Act of 1964 and the Fair Housing Act, and the City will affirmatively
22 further fair housing.
- 23 9. That City may not sell, trade, or otherwise transfer all or any portion of such
24 funds to a metropolitan city, urban county, unit of general local government, or
25 Indian tribe, or insular area that directly or indirectly receives CDBG funds in
26 exchange for any other funds, credits or non-Federal considerations, but must use
27 such funds for activities eligible under Title I of the Housing and Community
28 Development Act of 1974, as amended.
- 29 10. The City agrees that, as determined by the County, to carry out a community
30 development program and the approved Consolidated Plan and/or meet other
31 requirements of the CDBG, and where applicable, HOME and ESG program, and
32 other applicable laws.

33
34
35 **BE IT FURTHER AGREED**, as follows:

36
37 §570.602 SECTION 109 OF THE HOUSING & COMMUNITY DEVELOPMENT ACT OF
38 1974 (AS AMENDED: 42 U.S.C. 5301)

39
40 That the County and the City shall take all actions necessary to assure compliance with
41 SECTION 104(b) of THE HOUSING & COMMUNITY DEVELOPMENT ACT OF
42 1974 (AS AMENDED: 42 U.S.C. 5301), as well as Title VI of the CIVIL RIGHTS ACT
43 of 1964, the FAIR HOUSING ACT, SECTION 109 OF TITLE I of the HOUSING AND
44 COMMUNITY DEVELOPMENT ACT OF 1974, and other applicable laws. The
45 County shall prohibit funding to the City for activities, if the City does not affirmatively
46 further fair housing within the City's jurisdiction or if the City impedes the County's

actions to comply with the County's fair housing certification. The City and the County provide that no persons in the United States shall, on the ground of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefit of, or be subjected to discrimination under this Cooperation Agreement.

§570.603 LABOR STANDARDS

That the County and the City shall take all actions necessary to assure compliance with the Labor Standards set forth in Section 110 of the Act, as well as those standards imposed by or pursuant to the Davis-Bacon and Contract Work Hours and Safety Standards Acts.

§570.604 ENVIRONMENTAL STANDARDS

That the County shall take all actions necessary to assure compliance with the National Environmental Policy Act of 1969 and other provisions of law, which further the purpose of such Act.

§570.605 NATIONAL FLOOD INSURANCE PROGRAM

That the County and the City shall take all actions necessary to assure compliance with Section 202(a) of the Flood Disaster Protection Act of 1973.

§570.606 RELOCATION, DISPLACEMENT, AND ACQUISITION

That the County and the City shall take all actions necessary to assure compliance with the Uniform Relocation Assistance (URA) and Real Property Acquisition Policies Act of 1970, and other provisions of law, which further the purpose of such Act.

§507.607 EMPLOYMENT AND CONTRACTING OPPORTUNITIES

That, during its performance under this Cooperation Agreement, the City shall take all actions necessary to assure compliance with Executive Order 11246, which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or federally assisted construction contracts.

§570.608 LEAD-BASED PAINT

That, during its performance under this Cooperation Agreement, the City shall take all necessary actions to assure compliance with Section 401(b) of the Lead-Based Paint Poisoning Prevention Act.

§570.609 DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBCONTRACTORS

1 That, during its performance under this Cooperation Agreement, the City shall take all
2 actions necessary to assure that under this part, the City will not employ, award contracts
3 to, or otherwise engage the services of, or fund any contractor or subcontractor during
4 any period of debarment, suspension, or placement in ineligibility status under the
5 provisions of 24 CFR Part 5.
6

7 §570.610 UNIFORM ADMINISTRATIVE REQUIREMENTS 8

9 That, during its performance under this Cooperation Agreement, the City shall comply
10 with the requirements and standards of the Office of Management and Budget (OMB)
11 Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments,"
12 Circular A-128, "Audits of State and Local Governments", and applicable sections of 24
13 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperation
14 Agreements to State and Local Governments" and related provisions specified under 24
15 CFR 570.502 (a).
16

17 §570.611 CONFLICT OF INTEREST 18

19 That, during its performance under this Cooperation Agreement, the City shall take all
20 necessary actions to comply with the conflict of interest provisions in 24 CFR 85.36 and
21 OMB Circular A-110.
22

23 §570.612 EXECUTIVE ORDER 12372 24

25 That, during its performance under this Cooperation Agreement, the County, and the City
26 shall take all necessary actions to comply with Intergovernmental Review of Federal
27 Programs.
28

29 §570.613 ELIGIBILITY FOR CERTAIN RESIDENT ALIENS 30

31 That, during its performance under this Cooperation Agreement, the City shall take all
32 necessary actions to comply with restrictions applicable to legalized aliens as described in
33 24 CFR part 49.
34

35 HB 87 ILLEGAL IMMIGRATION REFORM 36

37 Among other measures, the Illegal Immigration and Reform Enforcement Act of 2011:
38

39 - Requires subcontractors and sub-subcontractors to submit their E-Verify affidavits to
40 the contractors working on public projects. The contractor then must forward affidavits
41 to the local government within five (5) days of receipt.
42

43 - Requires local governments to submit E-Verify compliance reports to the state auditor
44 annually by December 31. If the auditor finds a violation in this reporting, the county or
45 city has 30 days to demonstrate compliance or will lose their qualified local government
46 status. Local governments in disagreement may seek relief through the Office of State

Administrative hearings. Counties will not be held responsible for the failure of Constitutional Officers failing to abide by this requirement.

- Creates an offense of aggravated identify fraud for those knowingly using fake identification to obtain employment with the punishment being from 1-15 years in prison and a fine of up to \$250,000.

- Authorizes law enforcement officers to verify, through one of several listed documents or immigration verification programs, the immigration status of those they have probable cause to suspect of committing a criminal offense. If the person is found to be an illegal immigrant, the officer may take any action authorized by state or federal law, and has immunity from damages or liability in the process.

- Allows, local law enforcement agencies to arrest any person for a violation of federal immigration law when authorized by federal law.

- Requires private businesses with more than 10 employees to sign an affidavit and attest they are registered to use E-Verify in order to obtain or renew a local business license, occupation tax certificate or other document required to operate a business. Counties and cities must file a report annually, to the Department of Audits, which identifies each license or certificate they issued during the year - to include the name of the person and business and their E-Verify number. Any person, including county employees, who knowingly violate this reporting requirement, shall be guilty of a misdemeanor.

- Requires any applicant who applies for a public benefit (or who must provide identification for any official purpose) to provide secure and verifiable documents to the county to prove their legal status. Local government employees in willful violation are guilty of a misdemeanor. Each year the Attorney General will provide a list of "secure and verifiable" documents.

- Creates the Immigration Enforcement Review Board, attached to the Department of Audits, which will take complaints, investigate and enforce the provisions of this Act.

§570.902 TIMELY CDBG PROGRAM EXPENDITURES

That the County shall take all actions necessary to assure compliance with timely program expenditures to keep the County's CDBG entitlement balance below the 1.5 ratio.

§91.505 AMENDMENTS TO THE CONSOLIDATED PLAN

That the County and the City will take all necessary actions to assure compliance with all requirements of 24 CFR part 91.105 Citizen Participation Plan; Local Governments. The County's criteria, which is used to determine a substantial amendment in accordance with the County's citizen participation plan, is any change in the project funding amount that

1 either increases or decreases the project funding amount by sixty percent (60%) or more.

2
3 **BE IT FURTHER AGREED, as follows:**

4
5 **I. ALLOCATION OF FUNDS**

6
7 The annual CDBG, ESG and Home programs for the County will be developed based on
8 the amount of CDBG and HOME funds awarded to the County by HUD. A maximum of
9 forty- five percent (45%) or a minimum of twenty-five (25%) may be allocated to the
10 participating jurisdictions and the balance to Fulton County, based on the percentage of
11 low to moderate income levels, using the most current U.S. census data or other mutually
12 accepted data. The allocation of the annual HOME funds will be allocated for Housing
13 Development (Rehabilitation, Acquisition, Construction, and Rental Assistance).
14

15 **II. PROGRAM INCOME REQUIREMENTS**

- 16
17 a) That, the City must inform the County of any income generated by the City by the
18 expenditure of CDBG and HOME funds, by providing the County information on
19 the amount of the program income, how it was generated, and the City's proposed
20 use of the income; and
21 b) That, any such program income generated by the City may be retained by the City
22 subject to requirements set forth in this Cooperation Agreement, provided
23 however, that the City uses the income for an approved activity or an activity that
24 has been created by program amendment; and
25 c) That, any program income retained by the City may only be used for eligible
26 activities in accordance with all applicable CDBG and HOME requirements as
27 may apply; and
28 d) That, the County has the responsibility for monitoring and reporting to HUD on
29 the use of any such program income, and as such, the City must maintain
30 appropriate records for reporting purposes and provide said reports to the County
31 at the County's request; and
32 e) That, in the event of close-out or change in status of the City's participation in the
33 CDBG and HOME programs, any program income that is on hand or received
34 subsequent to the close-out or change in status shall be paid to the County.
35

36 **III. REAL PROPERTY ACQUISITION OR IMPROVEMENTS**

- 37
38 a) That, the City shall, in a timely fashion, notify the County of any modification or
39 change in the use of real property from that planned at the time of acquisition or
40 improvement including disposition; and
41 b) That, the City shall reimburse the County in an amount equal to the current fair
42 market value (less any portion thereof attributable to expenditures of non-CDBG
43 and HOME funds) of property acquired or improved with CDBG and HOME
44 funds that is sold or transferred for a use which does not qualify under the CDBG
45 and HOME regulations; and
46 c) That, the City shall transfer to the County any program income generated from the

disposition or transfer of property prior to or subsequent to the close-out, change of status or termination of this Cooperation Agreement.

IV. ADMINISTRATIVE RESPONSIBILITIES

A) RESPONSIBILITIES OF THE COUNTY:

1. The County shall be responsible for the preparation and submission of the annual CDBG Consolidated Plan to HUD.
2. The County shall have final responsibility for the selection of projects and activities that become part of the annual Consolidated Plan; provided, however, that the County shall not include in its Consolidated Plan any community development or housing activity within the City which is not mutually acceptable to both the City and the County, except in instances involving private property, provided however, that the activity is consistent with the City's existing plans and ordinances.
3. The County shall request proposals from the City regarding the City's proposed use of the CDBG, HOME and ESG funds as part of each annual preparation and submission of the Consolidated Plan.
4. The County shall provide the City a copy of each annual Consolidated Plan submitted to HUD.
5. The County shall be responsible for fulfilling the requirements of Executive Order 12372 Intergovernmental Review Procedures as part of the preparation and submission of the Consolidated Plan.
6. The County shall be responsible for fulfilling the CDBG, HOME and ESG citizen participation requirements as part of the annual preparation and submission of the CDBG Consolidated Plan, to include the requirement that at least one public hearing be conducted prior to submission of the Consolidated Plan to HUD, and the publishing of the Consolidated Plan.
7. The County shall be responsible for amending the Consolidated Plan and transmitting such amendment to HUD.
8. The County shall be responsible for conducting on-site monitoring visits and performance reviews of the City's use of the CDBG and HOME funds. This monitoring and review shall include the City's management systems and procedures as they relate to the administration of CDBG and HOME assisted projects and activities.
9. The County shall be responsible for environmental review and clearance for all CDBG, HOME and ESG assisted activities.
10. The County shall be responsible for generating a Wage Determination for all CDBG and HOME assisted construction projects. The County shall ensure that the City receives a copy of the Wage Determination.
11. The County shall receive a copy of all CDBG and HOME assisted contracts and agreements proposed by the City prior to the City's award of such contracts or agreements.
12. The County shall provide technical assistance to the City in the form of oral and/or written guidance and on-site visits regarding CDBG and HOME program

requirements and procedures. This technical assistance may include preparation of contract documents for the City, and contracting for the City, and management of the City's projects and activities, or other administrative requirements as provided herein, provided however, that the City shall request in writing this particular assistance from the County, and that any costs resulting from this assistance be chargeable to the City's share of the County's CDBG and HOME funds.

13. The County shall have the authority to review all written procedures and all materials, notices, documents, etc., prepared by the City as part of the City's administration of CDBG and HOME assisted activities and use of funds.

B) RESPONSIBILITIES OF THE CITY:

1. The City shall be responsible for submitting proposals to the County for the use of CDBG and HOME programs funds. Proposals shall be submitted on forms established by the County, and shall be submitted within the time limit established by the County. As part of this annual submission, the City shall indicate how and when it proposes to achieve the 70% objective for benefit to low- and moderate-income persons as provided in number 4 of page 2 herein.
2. The City shall not incur any cost related to a CDBG and HOME assisted activity until such time that the environmental assessment of the activity is completed. Any cost incurred by the City in violation of the CDBG and HOME implementing regulations pertaining to the National Environmental Protection Act (NEPA) shall become the responsibility of the City through resources other than CDBG and HOME funds.
3. The City shall be responsible for publishing a notice in a local community newspaper, of the City's proposed use of the CDBG and HOME funds allocated to it by the County for each annual program as part of the County's preparation of the annual Consolidated Plan. The City shall provide the County a copy of said notice.
4. The City shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its CDBG and HOME assisted project(s). Procurement shall be carried out by the City in accordance with the "Common Rule" 24 CFR Part 84, "Administrative Requirements for Grants and Cooperation Agreements to State, Local and Federally recognized Indian Tribal Governments".
5. The City shall be responsible for publishing Bid Advertisements, Requests for Proposals, and the like, for CDBG and HOME assisted activities where the City proposes to be a party to the contract for the solicited services.
6. For each CDBG and HOME assisted construction project in which the City is party to the construction contract, the City shall provide the County a copy of the Contract, Bid Advertisement, Notice of Award, Notice to Proceed, Certificate of Final Inspection of acceptance of work, and all change orders.
7. The City shall provide the County a copy of all CDBG and HOME assisted contracts and agreements executed by the City.
8. The City, in conjunction with the County, shall be responsible for conducting a

- preconstruction conference for all CDBG and HOME assisted constructed projects where the City is party to the construction contract.
9. Prior to the City's award of a CDBG and HOME assisted contract or agreement, the City must verify the proposed contractor's and sub-contractor's eligibility from the GSA List of Parties Excluded from Federal Procurement and Non-procurement Programs.
 10. The City shall be responsible for conducting employee interviews, and securing and examining payrolls for all CDBG and HOME assisted City construction projects and shall forward all original documents to the County.
 11. The City may undertake CDBG and HOME assisted construction projects using municipal labor and equipment ("force account"). The City's CDBG and HOME allocation for the project concerning labor and equipment are eligible for such costs.
 12. The City shall provide its citizens with reasonable access to records regarding the past use of CDBG and HOME funds, consistent with applicable State and local laws regarding personal privacy and obligations of confidentiality.
 13. The City shall maintain accounts and records, including furnishings and personal property records in accordance with OMB Circular A-21, A-87, or A-122 as applicable, and financial records adequate to identify and account for all costs pertaining to this Cooperation Agreement and such other records as may be requested by the County to assure proper accounting for all funds, both public and private. Said records shall be made available for audit purposes to the County, the U.S. Department of Housing and Urban Development or any authorized representative, and shall be retained unless permission to destroy them is granted by the County. The City's records and accounts shall at all times meet or exceed the applicable requirements of Federal, State and County law, rules and regulations. Further, the City shall submit detailed reports on the progress made and services provided during the course of this project. At a minimum, these reports shall be submitted on a monthly basis, and shall include the same information indicated in the "Monthly and Year End Performance Report" attached hereto.
 14. The City shall provide the County an audited report detailing the City's receipt and expenditure of County CDBG and HOME funds. This report shall be due by a date(s) to be mutually established between the City and County.
 15. The City shall cooperate with the County in correcting or addressing any findings or deficiencies noted by HUD with respect to the County's performance under the CDBG and HOME program. Further, the City shall immediately correct or remedy any and all findings or deficiencies noted in the City's performance under the program, or in the City's use of the CDBG and HOME funds.
 16. The City shall ensure that all printed material describing a CDBG or HOME project or project financed in whole or in part with CDBG or HOME funds gives recognition to the County and HUD.
 17. The City shall participate in the County's CDBG and HOME programs and agree to cooperate to undertake, or assist in undertaking, community development, and housing activities in accordance with this Cooperation Agreement and all applicable rules and regulations under the CDBG and HOME programs, and not

1 apply for grants under the Small Cities or State CDBG Programs. The City cannot
2 form a consortium with other local governments from appropriations for fiscal
3 years during the period in which it is participating in the Urban County's CDBG
4 and HOME programs.

5
6 **C) JOINT COUNTY AND THE CITY RESPONSIBILITIES:**
7

- 8 1. It is the policy of Fulton County Government, its agencies, departments, and
9 agents to comply with the Georgia Security and Immigration Compliance Act
10 (GSICA), as amended from time to time. The Illegal Immigration and Reform
11 Enforcement Act of 2011: requires Fulton County to require at a minimum,
12 subcontractors and sub-subcontractors to submit their E-Verify affidavits to the
13 contractors working on public projects. The contractor then must forward
14 affidavits to the local government within five (5) days of receipt. The contractors
15 shall submit forms indicated as "Affidavit Verifying Status of Benefit Applicant,
16 City's Affidavit, Contractor's Affidavit and Subcontractor's Affidavit" attached
17 hereto.
- 18 2. The County and the City shall use these funds [and any program income derived
19 from these expenditures of CDBG and HOME funds], to address certain needs of
20 predominantly low and moderate income persons to be made available during the
21 period beginning with Federal Fiscal Year 2018 and continuing in place and in
22 full effect until funds are expended and the funded activities completed. The
23 agreement remains in effect during the three-year qualification period, and any
24 successive qualification periods under agreements are expended and the funded
25 activities completed, and the County and City cannot terminate or withdraw from
26 the agreement while it remains in effect.
- 27 3. The County and the City shall execute this Cooperation Agreement at the end of
28 each three-year qualification period and agree to adopt any amendment to the
29 agreement incorporating changes necessary to meet the requirements for
30 cooperation agreements set forth in an Urban County Qualification Notice
31 applicable for a subsequent three-year urban county qualification period, and to
32 submit such amendment to HUD as provided in the urban county qualification
33 notice, and that such failure to comply will void the automatic renewal of such
34 qualification period.
- 35 4. The City shall take affirmative steps to assure that small and minority businesses
36 are utilized when possible as sources of supplies, equipment, construction and
37 services, consistent with those steps described in the "Common Rule," 24 CFR,
38 85.36(e) (1-2).

39
40 **V. OTHER ADMINISTRATIVE PROVISIONS**
41

- 42 a) The County, at its sole option, may utilize its CDBG Letter of Credit established
43 with the U.S. Treasury for the purpose of providing interim financing for
44 economic development related projects. Such use shall be based on guidelines
45 and procedures established by the County. Further, the City may also utilize this
46 interim financing capability upon approval of the County.

1
2 **VI. FAILURE TO CARRY OUT ACTIVITIES IN A TIMELY MANNER**
3

4 The City agrees to carry out its approved CDBG and HOME activities in a timely
5 manner. "Timely manner" shall mean:
6

7 (1) that all or part of the funds for an activity, to include planning and/or design if
8 applicable, are committed to a binding contract or agreement within twelve (12)
9 calendar months from the start of the program year in which the funds are
10 awarded; and

11 (2) that the City will make reasonable progress in completing this activity. The
12 definition of "reasonable progress" will differ from activity to activity, depending
13 on the size, scope, and complexity of the activity. However, reasonable progress
14 shall generally mean completion of the activity within fourteen (14) calendar
15 months from the start of the program year in which the funds are awarded.
16 Exceptions to this 14-month completion requirement shall, at the County's option,
17 be granted on a case-by-case basis.
18

19 Failure by the City to carry out an activity in a timely manner shall mean that the County,
20 at its option, shall recapture all unspent funds designated for an activity and/or deny
21 additional annual funding. If the City wants to appeal for an extension, the City must
22 notify the County in writing six (6) months before the fourteen (14) months funding
23 period ends. The County has the option to approve or disapprove the extension. Funds
24 recaptured or withheld by the County will not be returned or reallocated to the City. Said
25 funds will be allocated to other Fulton County projects that will ensure that the County
26 expenditure rate is consistent with HUD requirements in (24 CFR 570.902).
27

28 **VII. TERMINATION OF CONTRACT FOR CAUSE**
29

30 If, through any cause, the City shall fail to fulfill in timely and proper manner its
31 obligations under this Cooperation Agreement, or in the event that any of the provisions
32 or stipulations of this Cooperation Agreement are violated by the City, the County shall
33 thereupon have the right to suspend or terminate this Cooperation Agreement by giving
34 written notice to the City of its intent to terminate or suspend the Cooperation
35 Agreement, specifying the reasons for such intention to terminate or suspend the
36 Cooperation Agreement. Unless within ten (10) days after serving of such notice (by
37 hand delivery or posting in the U. S. Mail) upon the City such violation or delay shall
38 cease or arrangements for correction satisfactory to the County be made, the Cooperation
39 Agreement shall, upon expiration of said ten (10) days, be suspended or terminated
40 without further notice. Upon such suspension or termination, the City will be
41 compensated by the County for expenses deemed by the County to be due and
42 reasonable.
43

44 **VIII. TERMINATION FOR CONVENIENCE OF THE COUNTY**
45

46 Should the U. S. Department of Housing and Urban Development institute corrective

1 and/or remedial actions against the County in accordance with regulations under the
2 CDBG and HOME program where such actions impede or halt the disbursement of
3 Fulton County CDBG and HOME funds under this Cooperation Agreement, the County
4 may terminate this Cooperation Agreement by giving at least fifteen (15) days prior
5 notice in writing (by hand delivery or posting in the U. S. Mail) to the City.
6
7

8 **IX. REVERSION OF ASSETS**
9

10 (1) Upon expiration or termination of this Cooperation Agreement, the City shall transfer
11 to the County any CDBG and HOME funds on hand at the time of expiration or
12 termination and any accounts receivable, including Program Income receipts, attributable
13 to the use of County CDBG and HOME funds.

14 (2) Should a project financed in whole or in part with CDBG funds fail to meet a CDBG
15 National Objective or CDBG eligibility requirements upon completion, the City must
16 reimburse to the County all CDBG funds received by the City from the County that were
17 invested in the project.

18 (3) Further, in the event that the City should sell or otherwise dispose of any property
19 acquired with Fulton County CDBG and HOME funds, the manner of said disposition
20 shall result in the County being reimbursed in an amount of the current fair market value
21 of the property at that time less any portion of the value attributable to expenditures of
22 non-Fulton County CDBG and HOME funds. In the event that such sale or disposition
23 occurs after ten (10) years, such reimbursement shall not be required.
24

25 **X. FAILURE TO PERFORM**
26

27 The County, at its option, may deny annual funding if the City's performance during the
28 previous funding year did not meet all of the terms of this Cooperation Agreement and/or
29 any Subrecipient Agreement.
30

31 **XI. CORRESPONDENCE AND NOTIFICATION**
32

33 All correspondence or notifications by the City to the County regarding the County's
34 CDBG, HOME and ESG program should be directed to Fulton County Housing and
35 Community Development. Any correspondence or notifications by the City to HUD
36 should be directed to the Director, Office of Community Planning and Development,
37 Georgia State Office.
38
39

40 **[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

1 **IN WITNESS HEREOF**, of the parties hereunto have set their hands and seals.

2
3 CITY OF ALPHARETTA

4 FULTON COUNTY

5
6
7 _____
8 Frankie L. Atwater, Sr.
9 Director, Department of Housing and
10 Community Development

11 Date: _____

12
13 _____
14 Mayor
15 City of Alpharetta

16 _____
17 John H. Eaves, Chair
18 Fulton County Board of
19 Commissioners

20 Date: _____

21 Date: _____

22 ATTEST:

23 ATTEST:

24
25
26 _____
27 , City Administrator
28 City of

29 _____
30 Tonya Grier, Interim Clerk to the
31 Commission
32 Fulton County Board of
33 Commissioners

34 Approved As To Form:

35 Approved As To Form:

36
37
38 _____
39 _____, City Attorney
40 City of

41 _____
42 Office of the County Attorney

1 **FAIR HOUSING CERTIFICATION**
2
3

4 In accordance with Public Law 88-352; Public Law 90-284; Executive Order 11063 and Section
5 109 of the Act, Fulton County, Georgia, and the City certify that:
6

7 No person in the United States shall on the ground of race, color, national origin, or sex,
8 be excluded from participation in, be denied the benefit of, or be subjected to
9 discrimination under, any program or activity funded in whole or part with community
10 development funds made available pursuant to the Act. For purposes of this certification,
11 "program or activity" is defined as any function conducted by; an identifiable
12 administrative unit or the recipient, or by any unit of government, Subrecipient, or private
13 contractor receiving community development funds or loans from the recipient. "Funded
14 in whole or in part with community development funds means that community
15 development funds in any amount in the form of grants or proceeds from HUD
16 guaranteed loans have been transferred by the recipient or a Subrecipient to an
17 identifiable administrative unit and disbursed in a program or activity.
18

19 The grant will be conducted and administered in conformity with the Civil Rights Act of
20 1964 and the Fair Housing Act, and the grantee will affirmatively further fair housing.
21

22 Be it further agreed that this Agreement prohibits urban county funding for activities in or
23 in support of any cooperating unit of general local government that does not
24 affirmatively, further fair housing within its own jurisdiction or that impedes the county's
25 actions to comply with its fair housing certification.

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE CERTAIN PROPERTY LOCATED AT 12150 BROADWELL ROAD, ALPHARETTA, GEORGIA, FOR ROAD PROJECT - RUCKER ROAD CORRIDOR IMPROVEMENTS

WHEREAS, the City of Alpharetta (the "City") has determined that it is necessary to construct a road project, which includes bridge replacement, road reconstruction, and the construction of intersection improvements and other operational improvements, on Rucker Road from Barrow Downs Road to Wills Road, such road project being known as the Rucker Road Corridor Improvements project (the "Project"); and

WHEREAS, in order to construct the Project, it is necessary to acquire certain rights in, over, under, and through the property now or formerly owned by Jaime Torres-Zavala and Elizabeth Ann Torres located at 12150 Broadwell Road within the City of Alpharetta, Georgia (reference: Parcel No. 4), as further described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the Mayor and Council have considered the Project and determined that the Project and the use of eminent domain to acquire those certain rights in the foregoing property are necessary, in the public interest, and must be carried out expeditiously to ensure the timely completion of the Project.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, AS FOLLOWS:

For public road purposes and to meet the public necessity for immediately acquiring the subject property rights, which is hereby declared, the Mayor and Council authorize the City Attorney's Office to acquire through the use of Eminent Domain, pursuant to Title 32 of the Code of Georgia Annotated, the necessary property rights in, over, under, and across the property located at 12150 Broadwell Road, Alpharetta, Georgia, in order to ensure the timely completion of the Project - Rucker Road Corridor Improvements. Further, the Mayor is specifically authorized to execute any and all documents necessary to further the filing of any Petition for Condemnation or Declaration of Taking related to the same and/or in furtherance of this Resolution.

SO RESOLVED AND ADOPTED this _____ day of _____, 2017.

CITY OF ALPHARETTA, GEORGIA

By: _____
David Belle Isle, Mayor

COUNCILMEMBERS

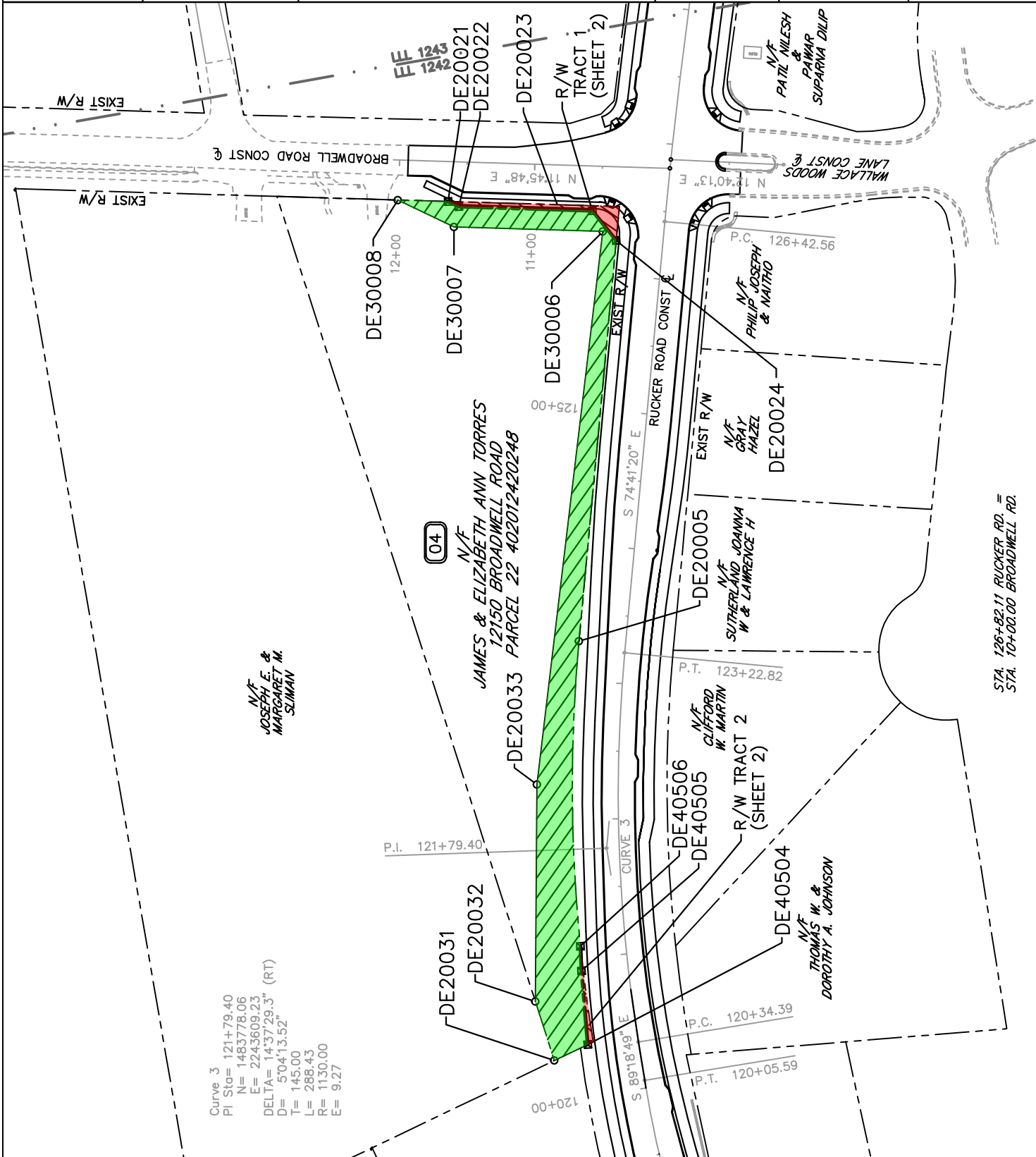
Attest:

Coty Thigpen, City Clerk (SEAL)

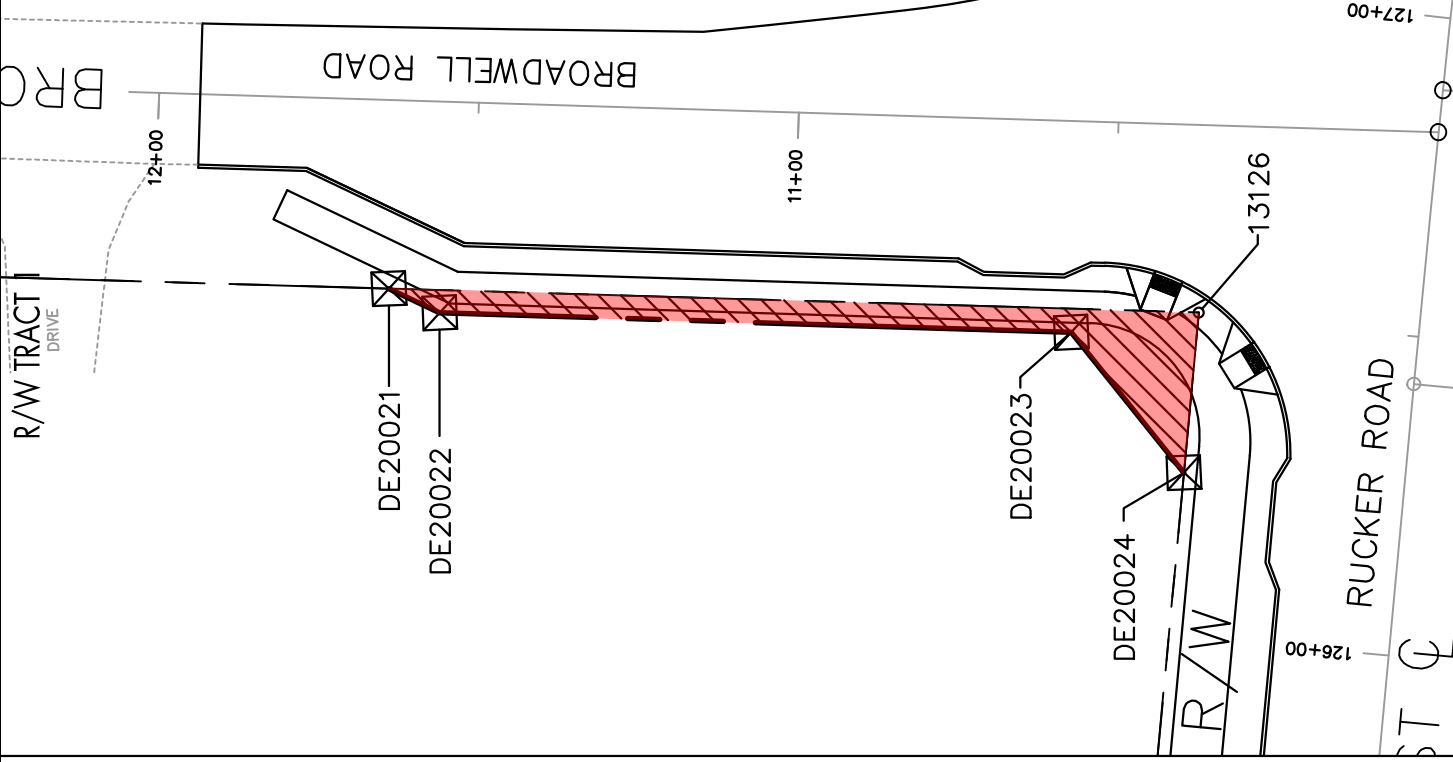
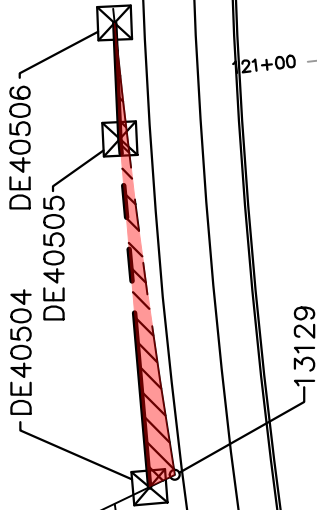
APPROVED AS TO FORM:

C. Sam Thomas, City Attorney

	1790 Hembree Road Alpharetta, Georgia 30009 Phone: 678-297-6200 Fax: 678-297-6201	RIGHT OF WAY & EASEMENT EXHIBIT FOR 12150 BROADWELL ROAD LAND LOT 1242 2ND DISTRICT, 2ND SECTION CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA DATE: OCTOBER 17, 2016	REQUIRED RIGHT OF WAY PERMANENT EASEMENT TEMPORARY CONSTRUCTION EASEMENT		EXHIBIT "A" SHEET 1 OF 3
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R/W TRACT 2



THE CITY OF
ALPHARETTA
PUBLIC WORKS

1790 Hembree Road
Alpharetta, Georgia 30009
Phone: 678-297-6200
Fax: 678-297-6201

RIGHT OF WAY & EASEMENT
EXHIBIT FOR
12150 BROADWELL ROAD

LAND LOT 1242
2ND DISTRICT, 2ND SECTION
CITY OF ALPHARETTA,
FULTON COUNTY,
GEORGIA

DATE: OCTOBER 17, 2016

	REQUIRED RIGHT OF WAY
	PERMANENT EASEMENT
	TEMPORARY CONSTRUCTION EASEMENT

0' 15' 30'

EXHIBIT "A"
SHEET 2 OF 3

THE CITY OF ALPHARETTA PUBLIC WORKS				JAMES & ELIZABETH ANN TORRES (4) 12150 BROADWELL ROAD PARCEL #22-4020-1242-024-8			
REQUIRED RIGHT OF WAY - TRACT 1				TEMPORARY CONSTRUCTION EASEMENT			
PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT	PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT
13126	29.30 L	10+36.57	Broadwell Rd	DE20024	34.50 L	126+25.49	Rucker Rd
DE20024	25.12	N 74°41'20.1" W		DE20005	297.25	N 74°41'20.1" W	
DE20023	34.50 L	126+25.49	Rucker Rd		34.50 L	123+28.24	Rucker Rd
DE20022	28.11	N 61°14'22.2" E		ARC LENGTH = 225.77			
DE20021	33.00 L	10+56.40	Broadwell Rd	CHORD BEAR = N 80°15'45.2" W			
13126	98.74	N 11°45'47.8" E		LNTH CHORD = 225.41			
DE20024	33.00 L	11+55.14	Broadwell Rd	RADIUS = 1160.44			
DE20021	8.77	N 35°30'45.9" E		DEGREE = 4°56'14.7"			
DE20021	29.47 L	11+63.16	Broadwell Rd	DE40506	33.39 L	121+08.90	Rucker Rd
13126	126.59	S 11°41'10.9" W		DE40505	18.12	N 82°33'46.1" W	
	29.30 L	10+36.57	Broadwell Rd	DE40504	34.47 L	120+91.34	Rucker Rd
REQUIRED RIGHT OF WAY AREA = 652.51 SF				DE40504	54.63	N 84°52'39.3" W	
JAMES & ELIZABETH ANN TORRES (4)				DE20031	37.23 L	120+38.45	Rucker Rd
12150 BROADWELL ROAD				DE20032	27.39	N 15°38'00.6" W	
PARCEL #22-4020-1242-024-8				DE20032	63.51 L	120+30.88	Rucker Rd
REQUIRED RIGHT OF WAY - TRACT 2				DE20032	45.68	N 82°11'37.0" E	
PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT	DE20032	70.97 L	120+73.61	Rucker Rd
DE40504	37.23 L	120+38.45	Rucker Rd	DE20033	160.42	S 79°34'23.8" E	
DE40505	54.63	S 84°52'39.3" E		DE20033	60.00 L	122+25.00	Rucker Rd
DE40505	34.47 L	120+91.34	Rucker Rd	DE30006	411.43	S 73°13'13.6" E	
DE40506	18.12	S 82°33'46.1" E		DE30006	45.00 L	126+31.22	Rucker Rd
DE40506	33.39 L	121+08.90	Rucker Rd	DE30007	110.04	N 11°45'47.7" E	
ARC LENGTH = 71.28				DE30007	48.00 L	11+58.29	Broadwell Rd
CHORD BEAR = N 87°35'44.6" W				DE30008	45.89	N 35°30'45.9" E	
LNTH CHORD = 71.26				DE30008	29.52 L	12+00.29	Broadwell Rd
RADIUS = 1160.44				DE20021	37.13	S 11°41'10.9" W	
DEGREE = 4°56'14.7"				DE20021	29.47 L	11+63.16	Broadwell Rd
13129	33.01 L	120+39.66	Rucker Rd	DE20022	8.77	S 35°30'45.9" W	
DE40504	4.40	N 15°38'00.8" W		DE20022	33.00 L	11+55.14	Broadwell Rd
DE40504	37.23 L	120+38.45	Rucker Rd	DE20023	98.74	S 11°45'47.8" W	
REQUIRED RIGHT OF WAY AREA = 142.97 SF				DE20023	33.00 L	10+56.40	Broadwell Rd
JAMES & ELIZABETH ANN TORRES (4)				DE20024	28.11	S 61°14'22.2" W	
12150 BROADWELL ROAD				DE20024	34.50 L	126+25.49	Rucker Rd
PARCEL #22-4020-1242-024-8				TEMPORARY CONSTRUCTION EASEMENT AREA = 14,618.88 SF			
REQUIRED RIGHT OF WAY - TRACT 3				JAMES & ELIZABETH ANN TORRES (4)			
12150 BROADWELL ROAD				12150 BROADWELL ROAD			
PARCEL #22-4020-1242-024-8				PARCEL #22-4020-1242-024-8			
REQUIRED RIGHT OF WAY - TRACT 4				TEMPORARY CONSTRUCTION EASEMENT			
PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT	PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT
13126	29.30 L	10+36.57	Broadwell Rd	DE20024	34.50 L	126+25.49	Rucker Rd
DE20024	25.12	N 74°41'20.1" W		DE20005	297.25	N 74°41'20.1" W	
DE20023	34.50 L	126+25.49	Rucker Rd		34.50 L	123+28.24	Rucker Rd
DE20022	28.11	N 61°14'22.2" E		ARC LENGTH = 225.77			
DE20021	33.00 L	10+56.40	Broadwell Rd	CHORD BEAR = N 80°15'45.2" W			
13126	98.74	N 11°45'47.8" E		LNTH CHORD = 225.41			
DE20024	33.00 L	11+55.14	Broadwell Rd	RADIUS = 1160.44			
DE20021	8.77	N 35°30'45.9" E		DEGREE = 4°56'14.7"			
DE20021	29.47 L	11+63.16	Broadwell Rd	DE40506	33.39 L	121+08.90	Rucker Rd
13126	126.59	S 11°41'10.9" W		DE40505	18.12	N 82°33'46.1" W	
	29.30 L	10+36.57	Broadwell Rd	DE40504	34.47 L	120+91.34	Rucker Rd
REQUIRED RIGHT OF WAY AREA = 652.51 SF				DE40504	54.63	N 84°52'39.3" W	
JAMES & ELIZABETH ANN TORRES (4)				DE20031	37.23 L	120+38.45	Rucker Rd
12150 BROADWELL ROAD				DE20032	27.39	N 15°38'00.6" W	
PARCEL #22-4020-1242-024-8				DE20032	63.51 L	120+30.88	Rucker Rd
REQUIRED RIGHT OF WAY - TRACT 5				DE20032	45.68	N 82°11'37.0" E	
PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT	DE20032	70.97 L	120+73.61	Rucker Rd
DE40504	37.23 L	120+38.45	Rucker Rd	DE20033	160.42	S 79°34'23.8" E	
DE40505	54.63	S 84°52'39.3" E		DE20033	60.00 L	122+25.00	Rucker Rd
DE40505	34.47 L	120+91.34	Rucker Rd	DE30006	411.43	S 73°13'13.6" E	
DE40506	18.12	S 82°33'46.1" E		DE30006	45.00 L	126+31.22	Rucker Rd
DE40506	33.39 L	121+08.90	Rucker Rd	DE30007	110.04	N 11°45'47.7" E	
ARC LENGTH = 71.28				DE30007	48.00 L	11+58.29	Broadwell Rd
CHORD BEAR = N 87°35'44.6" W				DE30008	45.89	N 35°30'45.9" E	
LNTH CHORD = 71.26				DE30008	29.52 L	12+00.29	Broadwell Rd
RADIUS = 1160.44				DE20021	37.13	S 11°41'10.9" W	
DEGREE = 4°56'14.7"				DE20021	29.47 L	11+63.16	Broadwell Rd
13129	33.01 L	120+39.66	Rucker Rd	DE20022	8.77	S 35°30'45.9" W	
DE40504	4.40	N 15°38'00.8" W		DE20022	33.00 L	11+55.14	Broadwell Rd
DE40504	37.23 L	120+38.45	Rucker Rd	DE20023	98.74	S 11°45'47.8" W	
REQUIRED RIGHT OF WAY AREA = 142.97 SF				DE20023	33.00 L	10+56.40	Broadwell Rd
JAMES & ELIZABETH ANN TORRES (4)				DE20024	28.11	S 61°14'22.2" W	
12150 BROADWELL ROAD				DE20024	34.50 L	126+25.49	Rucker Rd
PARCEL #22-4020-1242-024-8				TEMPORARY CONSTRUCTION EASEMENT AREA = 14,618.88 SF			
REQUIRED RIGHT OF WAY - TRACT 6				JAMES & ELIZABETH ANN TORRES (4)			
12150 BROADWELL ROAD				12150 BROADWELL ROAD			
PARCEL #22-4020-1242-024-8				PARCEL #22-4020-1242-024-8			
REQUIRED RIGHT OF WAY - TRACT 7				TEMPORARY CONSTRUCTION EASEMENT			
PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT	PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT
13126	29.30 L	10+36.57	Broadwell Rd	DE20024	34.50 L	126+25.49	Rucker Rd
DE20024	25.12	N 74°41'20.1" W		DE20005	297.25	N 74°41'20.1" W	
DE20023	34.50 L	126+25.49	Rucker Rd		34.50 L	123+28.24	Rucker Rd
DE20022	28.11	N 61°14'22.2" E		ARC LENGTH = 225.77			
DE20021	33.00 L	10+56.40	Broadwell Rd	CHORD BEAR = N 80°15'45.2" W			
13126	98.74	N 11°45'47.8" E		LNTH CHORD = 225.41			
DE20024	33.00 L	11+55.14	Broadwell Rd	RADIUS = 1160.44			
DE20021	8.77	N 35°30'45.9" E		DEGREE = 4°56'14.7"			
DE20021	29.47 L	11+63.16	Broadwell Rd	DE40506	33.39 L	121+08.90	Rucker Rd
13126	126.59	S 11°41'10.9" W		DE40505	18.12	N 82°33'46.1" W	
	29.30 L	10+36.57	Broadwell Rd	DE40504	34.47 L	120+91.34	Rucker Rd
REQUIRED RIGHT OF WAY AREA = 652.51 SF				DE40504	54.63	N 84°52'39.3" W	
JAMES & ELIZABETH ANN TORRES (4)				DE20031	37.23 L	120+38.45	Rucker Rd
12150 BROADWELL ROAD				DE20032	27.39	N 15°38'00.6" W	
PARCEL #22-4020-1242-024-8				DE20032	63.51 L	120+30.88	Rucker Rd
REQUIRED RIGHT OF WAY - TRACT 8				DE20032	45.68	N 82°11'37.0" E	
PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT	DE20032	70.97 L	120+73.61	Rucker Rd
DE40504	37.23 L	120+38.45	Rucker Rd	DE20033	160.42	S 79°34'23.8" E	
DE40505	54.63	S 84°52'39.3" E		DE20033	60.00 L	122+25.00	Rucker Rd
DE40505	34.47 L	120+91.34	Rucker Rd	DE30006	411.43	S 73°13'13.6" E	
DE40506	18.12	S 82°33'46.1" E		DE30006	45.00 L	126+31.22	Rucker Rd
DE40506	33.39 L	121+08.90	Rucker Rd	DE30007	110.04	N 11°45'47.7" E	
ARC LENGTH = 71.28				DE30007	48.00 L	11+58.29	Broadwell Rd
CHORD BEAR = N 87°35'44.6" W				DE30008	45.89	N 35°30'45.9" E	
LNTH CHORD = 71.26				DE30008	29.52 L	12+00.29	Broadwell Rd
RADIUS = 1160.44				DE20021	37.13	S 11°41'10.9" W	
DEGREE = 4°56'14.7"				DE20021	29.47 L	11+63.16	Broadwell Rd
13129	33.01 L	120+39.66	Rucker Rd	DE20022	8.77	S 35°30'45.9" W	
DE40504	4.40	N 15°38'00.8" W		DE20022	33.00 L	11+55.14	Broadwell Rd
DE40504	37.23 L	120+38.45	Rucker Rd	DE20023	98.74	S 11°45'47.8" W	
REQUIRED RIGHT OF WAY AREA = 142.97 SF				DE20023	33.00 L	10+56.40	Broadwell Rd
JAMES & ELIZABETH ANN TORRES (4)				DE20024	28.11	S 61°14'22.2" W	
12150 BROADWELL ROAD				DE20024	34.50 L	126+25.49	Rucker Rd
PARCEL #22-4020-1242-024-8				TEMPORARY CONSTRUCTION EASEMENT AREA = 14,618.88 SF			
REQUIRED RIGHT OF WAY - TRACT 9				JAMES & ELIZABETH ANN TORRES (4)			
12150 BROADWELL ROAD				12150 BROADWELL ROAD			
PARCEL #22-4020-1242-024-8				PARCEL #22-4020-1242-024-8			
REQUIRED RIGHT OF WAY - TRACT 10				TEMPORARY CONSTRUCTION EASEMENT			
PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT	PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT
13126	29.30 L	10+36.57	Broadwell Rd	DE20024	34.50 L	126+25.49	Rucker Rd
DE20024	25.12	N 74°41'20.1" W		DE20005	297.25	N 74°41'20.1" W	
DE20023	34.50 L	126+25.49	Rucker Rd		34.50 L	123+28.24	Rucker Rd
DE20022	28.11	N 61°14'22.2" E		ARC LENGTH = 225.77			
DE20021	33.00 L	10+56.40	Broadwell Rd	CHORD BEAR = N 80°15'45.2" W			
13126	98.74	N 11°45'47.8" E		LNTH CHORD = 225.41			
DE20024	33.00 L	11+55.14	Broadwell Rd	RADIUS = 1160.44			
DE20021	8.77	N 35°30'45.9" E		DEGREE = 4°56'14.7"			
DE20021	29.47 L	11+63.16	Broadwell Rd	DE40506	33.39 L	121+08.90	Rucker Rd
13126	126.59	S 11°41'10.9" W		DE40505	18.12	N 82°33'46.1" W	
	29.30 L	10+36.57	Broadwell Rd	DE40504	34.47 L	120+91.34	Rucker Rd
REQUIRED RIGHT OF WAY AREA = 652.51 SF				DE40504	54.63	N 84°52'39.3" W	
JAMES & ELIZABETH ANN TORRES (4)				DE20031	37.23 L	120+38.45	Rucker Rd
12150 BROADWELL ROAD				DE20032	27.39	N 15°38'00.6" W	
PARCEL #22-4020-1242-024-8				DE20032	63.51 L	120+30.88	Rucker Rd
REQUIRED RIGHT OF WAY - TRACT 11				DE20032	45.68	N 82°11'37.0" E	
PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT	DE20032	70.97 L	120+73.61	Rucker Rd
DE40504	37.23 L	120+38.45	Rucker Rd	DE20033	160.42	S 79°34'23.8" E	
DE40505	54.63	S 84°52'39.3" E		DE20033	60.00 L	122+25.00	Rucker Rd
DE40505	34.47 L	120+91.34	Rucker Rd	DE30006	411.43	S 73°13'13.6" E	
DE40506	18.12	S 82°33'46.1" E		DE30006	45.00 L	126+31.22	Rucker Rd
DE40506	33.39 L	121+08.90	Rucker Rd	DE30007	110.04	N 11°45'47.7" E	
ARC LENGTH = 71.28				DE30007	48.00 L	11+58.29	Broadwell Rd
CHORD BEAR = N 87°35'44.6" W				DE30008	45.89	N 35°30'45.9" E	
LNTH CHORD = 71.26				DE30008	29.52 L	12+00.29	Broadwell Rd
RADIUS = 1160.44				DE20021	37.13	S 11°41'10.9" W	
DEGREE = 4°56'14.7"				DE20021	29.47 L	11+63.16	Broadwell Rd
13129	33.01 L	120+39.66	Rucker Rd	DE20022	8.77	S 35°30'45.9" W	
DE40504	4.40	N 15°38'00.8" W		DE20022	33.00 L	11+55.14	Broadwell Rd
DE40504	37.23 L	120+38.45	Rucker Rd	DE20023	98.74	S 11°45'47.8" W	
REQUIRED RIGHT OF WAY AREA = 142.97 SF				DE20023	33.00 L	10+56.40	Broadwell Rd
JAMES & ELIZABETH ANN TORRES (4)				DE20024	28.11	S 61°14'22.2" W	
12150 BROADWELL ROAD				DE20024	34.50 L	126+25.49	Rucker Rd
PARCEL #22-4020-1242-024-8				TEMPORARY CONSTRUCTION EASEMENT AREA = 14,618.88 SF			
REQUIRED RIGHT OF WAY - TRACT 12				JAMES & ELIZABETH ANN TORRES (4)			
12150 BROADWELL ROAD</							

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE CERTAIN PROPERTY LOCATED AT 1215 RUCKER ROAD, ALPHARETTA, GEORGIA, FOR ROAD PROJECT - RUCKER ROAD CORRIDOR IMPROVEMENTS

WHEREAS, the City of Alpharetta (the "City") has determined that it is necessary to construct a road project, which includes bridge replacement, road reconstruction, and the construction of intersection improvements and other operational improvements, on Rucker Road from Barrow Downs Road to Wills Road, such road project being known as the Rucker Road Corridor Improvements project (the "Project"); and

WHEREAS, in order to construct the Project, it is necessary to acquire certain rights in, over, under, and through the property now or formerly owned by Joan Welker and William C. Welker located at 1215 Rucker Road within the City of Alpharetta, Georgia (reference: Parcel No. 43), as further described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the Mayor and Council have considered the Project and determined that the Project and the use of eminent domain to acquire those certain rights in the foregoing property are necessary, in the public interest, and must be carried out expeditiously to ensure the timely completion of the Project.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, AS FOLLOWS:

For public road purposes and to meet the public necessity for immediately acquiring the subject property rights, which is hereby declared, the Mayor and Council authorize the City Attorney's Office to acquire through the use of Eminent Domain, pursuant to Title 32 of the Code of Georgia Annotated, the necessary property rights in, over, under, and across the property located at 1215 Rucker Road, Alpharetta, Georgia, in order to ensure the timely completion of the Project - Rucker Road Corridor Improvements. Further, the Mayor is specifically authorized to execute any and all documents necessary to further the filing of any Petition for Condemnation or Declaration of Taking related to the same and/or in furtherance of this Resolution.

STATE OF GEORGIA
COUNTY OF FULTON

RESOLUTION R2017-_____

SO RESOLVED AND ADOPTED this _____ day of _____, 2017.

CITY OF ALPHARETTA, GEORGIA

By: _____
David Belle Isle, Mayor

COUNCILMEMBERS

Attest:

Coty Thigpen, City Clerk (SEAL)

APPROVED AS TO FORM:

C. Sam Thomas, City Attorney

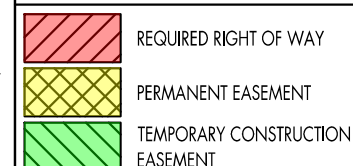
1790 Hembree Road
Alpharetta, Georgia 30009

Phone: 678-297-6200
Fax: 678-297-6201

RIGHT OF WAY & EASEMENT
EXHIBIT FOR
1215 RUCKER ROAD

LAND LOT 1276
2ND DISTRICT, 2ND SECTION
CITY OF ALPHARETTA,
FULTON COUNTY,
GEORGIA

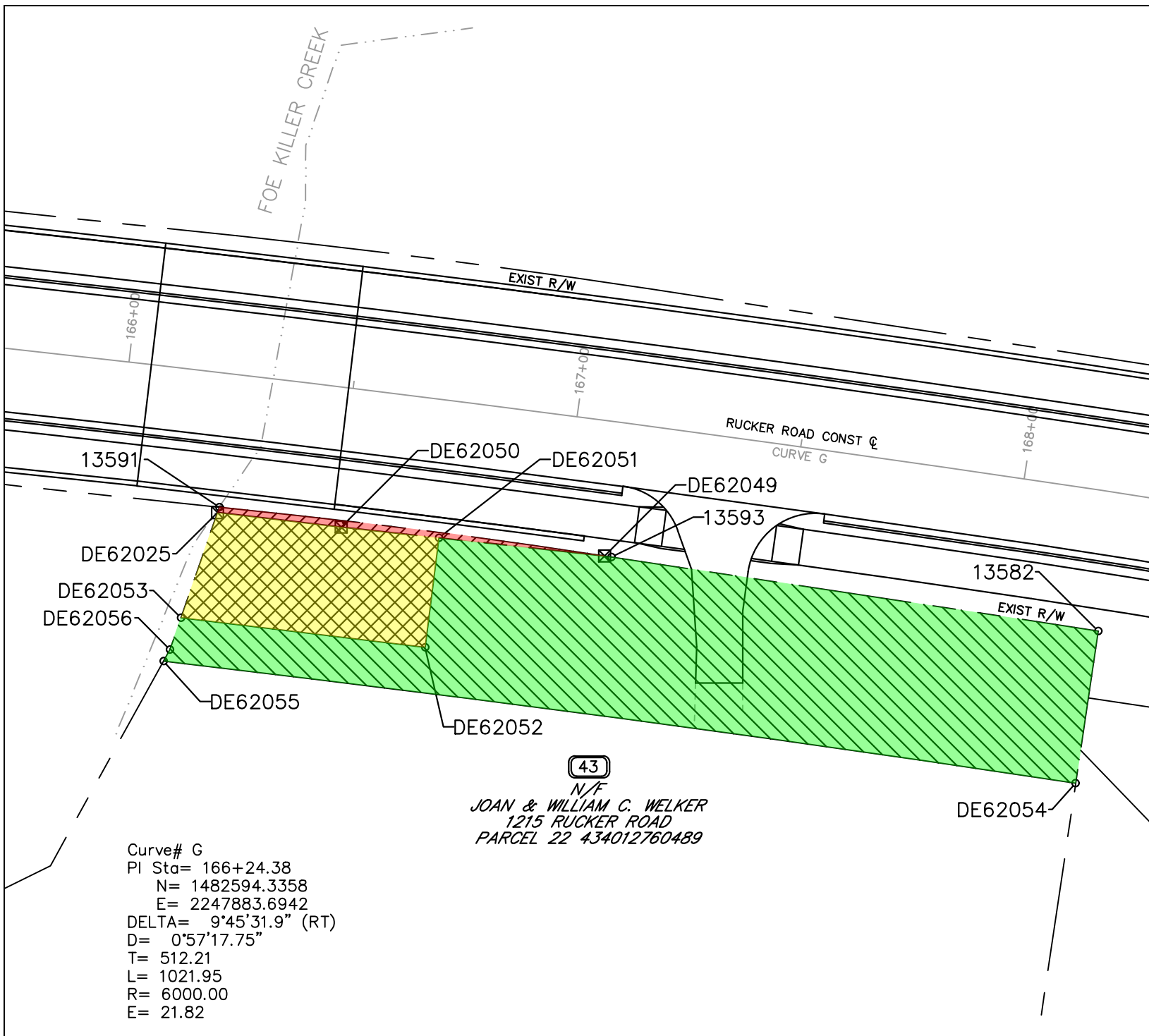
DATE: MARCH 15, 2017



0' 15' 30'

EXHIBIT "A"
SHEET 1 OF 2

EXHIBIT "A"



JOAN & WILLIAM C. WELKER (43)
1215 RUCKER ROAD
PARCEL #22-4340-1276-048-9

REQUIRED RIGHT OF WAY

PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT
13591	29.68 R	166+23.64	Rucker Rd
ARC LENGTH = 86.02			
CHORD BEAR = S 70°47'51.8" E			
LNTH CHORD = 86.01			
RADIUS = 1596.90			
DEGREE = 3°35'16.6"			
DE62049	29.80 R	167+10.08	Rucker Rd
	58.68	N 71°45'20.7" W	
DE62050	30.83 R	166+51.11	Rucker Rd
	27.59	N 71°15'17.1" W	
DE62025	30.88 R	166+23.38	Rucker Rd
	1.23	N 31°07'27.0" E	
13591	29.68 R	166+23.64	Rucker Rd

REQUIRED RIGHT OF WAY AREA = 91.94 SF

JOAN & WILLIAM C. WELKER (43)
1215 RUCKER ROAD
PARCEL #22-4340-1276-048-9

PERMANENT DRAINAGE EASEMENT

PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT
DE62025	30.88 R	166+23.38	Rucker Rd
	27.59	S 71°15'17.1" E	
DE62050	30.83 R	166+51.11	Rucker Rd
	21.78	S 71°45'20.7" E	
DE62051	30.52 R	166+73.00	Rucker Rd
	24.48	S 19°11'04.4" W	
DE62052	55.00 R	166+73.00	Rucker Rd
	54.48	N 71°04'40.7" W	
DE62053	55.00 R	166+18.02	Rucker Rd
	24.70	N 31°07'27.0" E	
DE62025	30.88 R	166+23.38	Rucker Rd

PERMANENT DRAINAGE EASEMENT AREA = 1,259.31 SF

JOAN & WILLIAM C. WELKER (43)
1215 RUCKER ROAD
PARCEL #22-4340-1276-048-9

TEMPORARY CONSTRUCTION EASEMENT

PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT
DE62051	30.52 R	166+73.00	Rucker Rd
	36.90	N 71°45'20.7" W	
DE62049	29.80 R	167+10.08	Rucker Rd
ARC LENGTH = 1.55			
CHORD BEAR = S 69°13'36.4" E			
LNTH CHORD = 1.55			
RADIUS = 1596.90			
DEGREE = 3°35'16.6"			
13593	29.83 R	167+11.64	Rucker Rd
	109.07	S 69°21'02.5" E	
13582	30.92 R	168+21.26	Rucker Rd
	34.08	S 20°26'58.7" W	
DE62054	65.00 R	168+21.35	Rucker Rd
ARC LENGTH = 203.85			
CHORD BEAR = N 70°22'58.0" W			
LNTH CHORD = 203.84			
RADIUS = 5935.00			
DEGREE = 0°57'55.4"			
DE62055	65.00 R	166+15.27	Rucker Rd
	2.93	N 40°55'39.0" E	
DE62056	62.29 R	166+16.39	Rucker Rd
	7.46	N 31°07'27.0" E	
DE62053	55.00 R	166+18.02	Rucker Rd
	54.48	S 71°04'40.7" E	
DE62052	55.00 R	166+73.00	Rucker Rd
	24.48	N 19°11'04.4" E	
DE62051	30.52 R	166+73.00	Rucker Rd

TEMPORARY CONSTRUCTION EASEMENT AREA = 5,638.26 SF



1790 Hembree Road
Alpharetta, Georgia 30009

Phone: 678-297-6200
Fax: 678-297-6201

RIGHT OF WAY & EASEMENT
EXHIBIT FOR
1215 RUCKER ROAD

LAND LOT 1276
2ND DISTRICT, 2ND SECTION
CITY OF ALPHARETTA,
FULTON COUNTY,
GEORGIA

DATE: MARCH 15, 2017

EXHIBIT "A"
SHEET 2 OF 2

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE CERTAIN PROPERTY LOCATED AT 415 GATEHOUSE COURT, ALPHARETTA, GEORGIA, FOR ROAD PROJECT - RUCKER ROAD CORRIDOR IMPROVEMENTS

WHEREAS, the City of Alpharetta (the "City") has determined that it is necessary to construct a road project, which includes bridge replacement, road reconstruction, and the construction of intersection improvements and other operational improvements, on Rucker Road from Barrow Downs Road to Wills Road, such road project being known as the Rucker Road Corridor Improvements project (the "Project"); and

WHEREAS, in order to construct the Project, it is necessary to acquire certain rights in, over, under, and through the property now or formerly owned by Brandon Churchill and Martha Churchill located at 415 Gatehouse Court within the City of Alpharetta, Georgia (reference: Parcel No. 53), as further described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the Mayor and Council have considered the Project and determined that the Project and the use of eminent domain to acquire those certain rights in the foregoing property are necessary, in the public interest, and must be carried out expeditiously to ensure the timely completion of the Project.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, AS FOLLOWS:

For public road purposes and to meet the public necessity for immediately acquiring the subject property rights, which is hereby declared, the Mayor and Council authorize the City Attorney's Office to acquire through the use of Eminent Domain, pursuant to Title 32 of the Code of Georgia Annotated, the necessary property rights in, over, under, and across the property located at 415 Gatehouse Court, Alpharetta, Georgia, in order to ensure the timely completion of the Project - Rucker Road Corridor Improvements. Further, the Mayor is specifically authorized to execute any and all documents necessary to further the filing of any Petition for Condemnation or Declaration of Taking related to the same and/or in furtherance of this Resolution.

STATE OF GEORGIA
COUNTY OF FULTON

RESOLUTION R2017-_____

SO RESOLVED AND ADOPTED this _____ day of _____, 2017.

CITY OF ALPHARETTA, GEORGIA

By: _____
David Belle Isle, Mayor

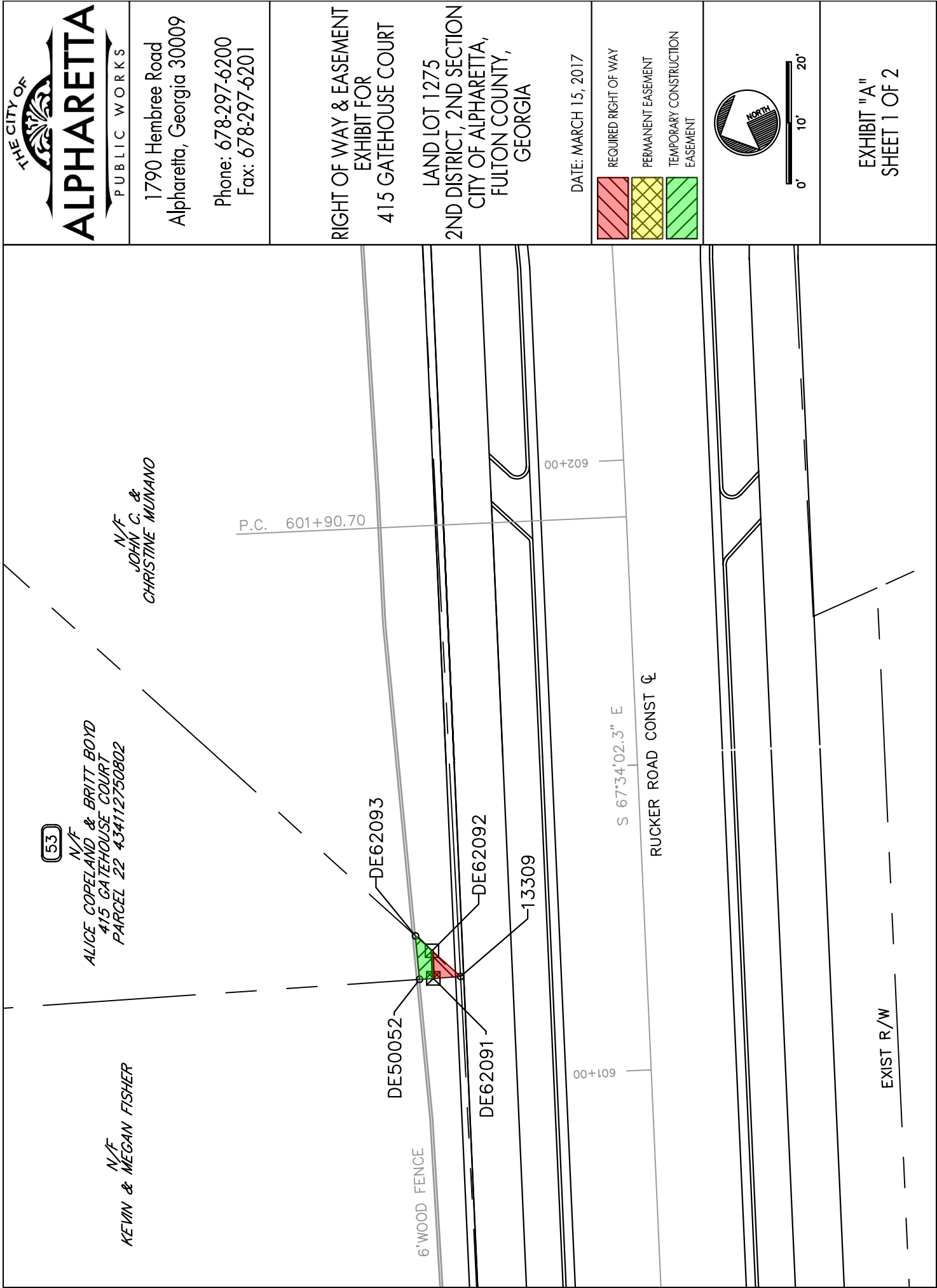
COUNCILMEMBERS

Attest:

Coty Thigpen, City Clerk (SEAL)

APPROVED AS TO FORM:

C. Sam Thomas, City Attorney



THE CITY OF  ALPHARETTA PUBLIC WORKS 1790 Hembree Road Alpharetta, Georgia 30009 Phone: 678-297-6200 Fax: 678-297-6201		RIGHT OF WAY & EASEMENT EXHIBIT FOR 415 GATEHOUSE COURT LAND LOT 1275 2ND DISTRICT, 2ND SECTION CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA DATE: MARCH 15, 2017		EXHIBIT "A" SHEET 2 OF 2	
ALICE COPELAND & BRITT BOYD (53) 415 GATEHOUSE COURT PARCEL #22-4341-1275-080-2		ALICE COPELAND & BRITT BOYD (53) 415 GATEHOUSE COURT PARCEL #22-4341-1275-080-2		ALICE COPELAND & BRITT BOYD (53) 415 GATEHOUSE COURT PARCEL #22-4341-1275-080-2	
REQUIRED RIGHT OF WAY PNT OFFSET/DIST STATION/BEARING ALIGNMENT		TEMPORARY CONSTRUCTION EASEMENT PNT OFFSET/DIST STATION/BEARING ALIGNMENT		TEMPORARY CONSTRUCTION EASEMENT PNT OFFSET/DIST STATION/BEARING ALIGNMENT	
13309 30.52 L 601+16.67 N 21°01'45.4" E Rucker Rd		DE62091 35.00 L 601+16.56 N 21°01'45.4" E Rucker Rd		DE62091 35.00 L 601+16.56 N 21°01'45.4" E Rucker Rd	
DE62091 35.00 L 601+16.56 N 21°01'45.4" E Rucker Rd		DE50052 37.23 L 601+16.51 S 70°26'28.4" E Rucker Rd		DE50052 37.23 L 601+16.51 S 70°26'28.4" E Rucker Rd	
DE62092 35.00 L 601+21.09 S 67°34'02.3" E Rucker Rd		DE62093 37.59 L 601+23.65 S 67°02'48.4" W Rucker Rd		DE62093 37.59 L 601+23.65 S 67°02'48.4" W Rucker Rd	
13309 30.52 L 601+16.67 S 67°02'48.4" W Rucker Rd		DE62092 35.00 L 601+21.09 N 67°34'02.3" W Rucker Rd		DE62092 35.00 L 601+21.09 N 67°34'02.3" W Rucker Rd	
REQUIRED RIGHT OF WAY AREA = 10.14 SF		TEMPORARY CONSTRUCTION EASEMENT AREA = 13.85 SF		TEMPORARY CONSTRUCTION EASEMENT AREA = 13.85 SF	

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE CERTAIN PROPERTY LOCATED AT 2100 FAIRFAX DRIVE, ALPHARETTA, GEORGIA, FOR ROAD PROJECT - RUCKER ROAD CORRIDOR IMPROVEMENTS

WHEREAS, the City of Alpharetta (the "City") has determined that it is necessary to construct a road project, which includes bridge replacement, road reconstruction, and the construction of intersection improvements and other operational improvements, on Rucker Road from Barrow Downs Road to Wills Road, such road project being known as the Rucker Road Corridor Improvements project (the "Project"); and

WHEREAS, in order to construct the Project, it is necessary to acquire certain rights in, over, under, and through the property now or formerly owned by Landon Schenck and Tiffany Schenk (f/k/a Tiffany Feuerborn) located at 2100 Fairfax Drive within the City of Alpharetta, Georgia (reference: Parcel No. 55), as further described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the Mayor and Council have considered the Project and determined that the Project and the use of eminent domain to acquire those certain rights in the foregoing property are necessary, in the public interest, and must be carried out expeditiously to ensure the timely completion of the Project.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, AS FOLLOWS:

For public road purposes and to meet the public necessity for immediately acquiring the subject property rights, which is hereby declared, the Mayor and Council authorize the City Attorney's Office to acquire through the use of Eminent Domain, pursuant to Title 32 of the Code of Georgia Annotated, the necessary property rights in, over, under, and across the property located at 2100 Fairfax Drive, Alpharetta, Georgia, in order to ensure the timely completion of the Project - Rucker Road Corridor Improvements. Further, the Mayor is specifically authorized to execute any and all documents necessary to further the filing of any Petition for Condemnation or Declaration of Taking related to the same and/or in furtherance of this Resolution.

STATE OF GEORGIA
COUNTY OF FULTON

RESOLUTION R2017-_____

SO RESOLVED AND ADOPTED this _____ day of _____, 2017.

CITY OF ALPHARETTA, GEORGIA

By: _____
David Belle Isle, Mayor

COUNCILMEMBERS

Attest:

Coty Thigpen, City Clerk (SEAL)

APPROVED AS TO FORM:

C. Sam Thomas, City Attorney



1790 Hembree Road
Alpharetta, Georgia 30009
Phone: 678-297-6200
Fax: 678-297-6201

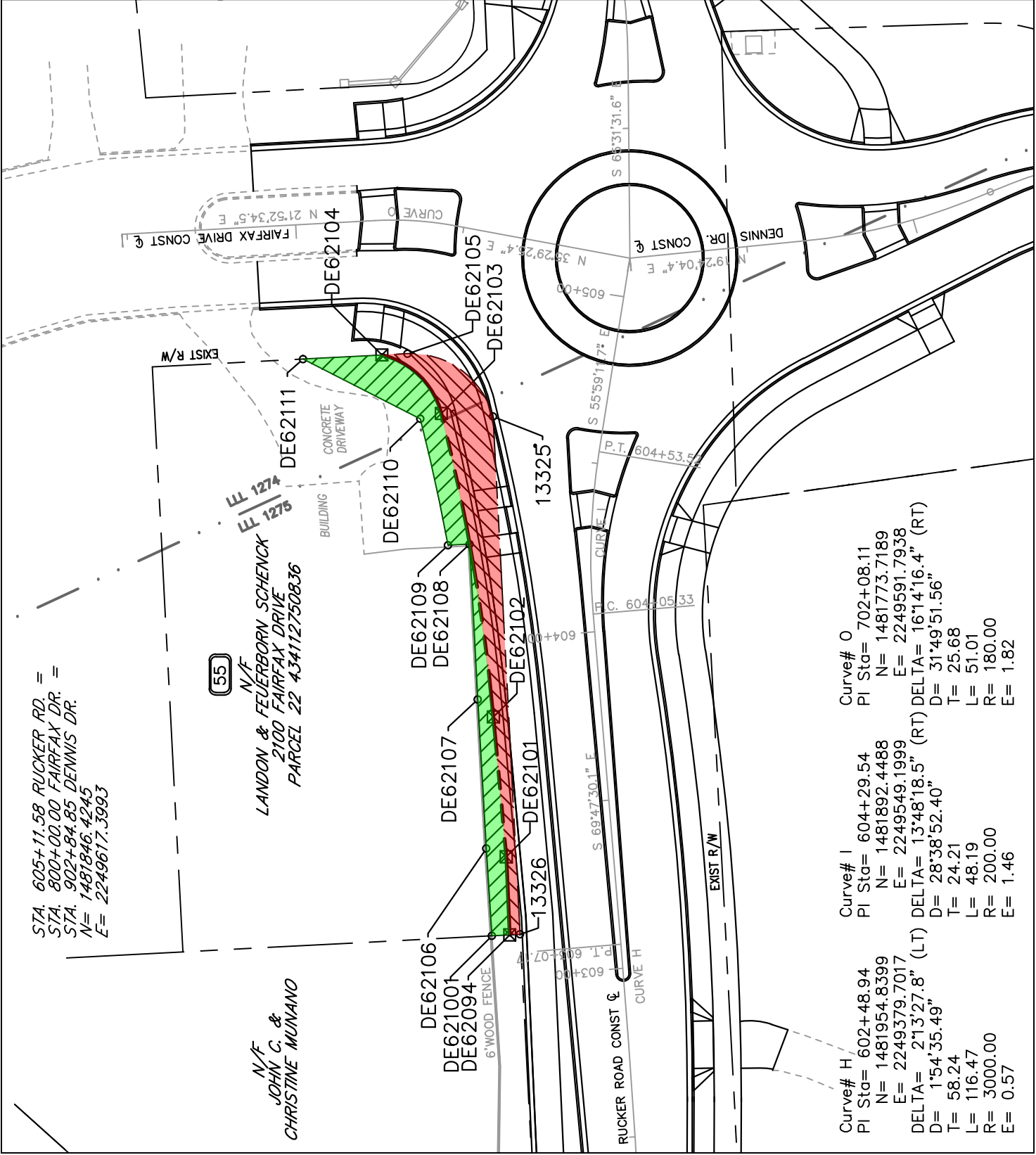
RIGHT OF WAY & EASEMENT
EXHIBIT FOR
2100 FAIRFAX DRIVE
LAND LOTS 1274 & 1275
2ND DISTRICT, 2ND SECTION
CITY OF ALPHARETTA,
FULTON COUNTY,
GEORGIA

DATE: MARCH 15, 2017



0' 20' 40'

EXHIBIT "A"
SHEET 1 OF 2



STA. 605+11.58 RUCKER RD. =
STA. 800+00.00 FAIRFAX DR. =
STA. 902+84.85 DENNIS DR.
N= 1481846.4245
E= 2249617.3993

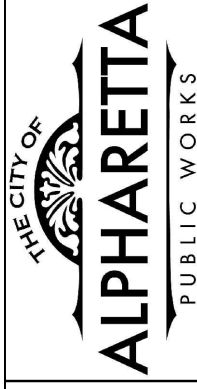
N/F
LANDON & FEUERBORN SCHENCK
2100 FAIRFAX DRIVE
PARCEL 22 434112750836

N/F
JOHN C. &
CHRISTINE MUNANO

Curve# H
PI Sta= 602+48.94
N= 1481954.8399
E= 2249379.7017
DELTA= 21°32'7.8" (LT)
D= 1°54'35.49"
T= 58.24
L= 116.47
R= 3000.00
E= 0.57

Curve# I
PI Sta= 604+29.54
N= 1481892.4488
E= 2249549.1999
DELTA= 13°48'18.5" (RT)
D= 28°38'52.40"
T= 24.21
L= 48.19
R= 200.00
E= 1.46

Curve# O
PI Sta= 702+08.11
N= 1481773.7189
E= 2249591.7938
DELTA= 16°14'16.4" (RT)
D= 31°49'51.56"
T= 25.68
L= 51.01
R= 180.00
E= 1.82



1790 Hembree Road
Alpharetta, Georgia 30009

Phone: 678-297-6200
Fax: 678-297-6201

RIGHT OF WAY & EASEMENT
EXHIBIT FOR
2100 FAIRFAX DRIVE

LAND LOTS 1274 & 1275
2ND DISTRICT, 2ND SECTION
CITY OF ALPHARETTA,
FULTON COUNTY,
GEORGIA

DATE: MARCH 15, 2017

EXHIBIT "A"
SHEET 2 OF 2

LANDON & FEUERBORN SCHENCK (55)				
2100 FAIRFAX DRIVE				
PARCEL #22-4341-1275-083-6				
REQUIRED RIGHT OF WAY				
PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT	
13326	29.50 L	603+12.61	Rucker Rd	
	3.05	N 22°00'46.4" E		
DE62094	32.55 L	603+12.70	Rucker Rd	
	23.16	S 67°34'02.3" E		
DE62101	31.65 L	603+35.84	Rucker Rd	
	41.57	S 70°15'41.7" E		
DE62102	31.99 L	603+77.41	Rucker Rd	
	ARC LENGTH = 91.27			
	CHORD BEAR = S 74°44'24.4" E			
	LNTH CHORD = 91.18			
	RADIUS = 583.83			
	DEGREE = 9°48'49.4"			
DE62103	47.94 L	604+57.39	Rucker Rd	
	ARC LENGTH = 25.97			
	CHORD BEAR = N 69°33'34.8" E			
	LNTH CHORD = 24.71			
	RADIUS = 23.83			
	DEGREE = 240°24'18.8"			
DE62104	68.04 L	604+71.75	Rucker Rd	
	7.59	S 22°00'46.4" W		
DE62105	60.62 L	604+73.33	Rucker Rd	
	ARC LENGTH = 33.98			
	CHORD BEAR = S 61°21'11.6" W			
	LNTH CHORD = 31.47			
	RADIUS = 25.25			
	DEGREE = 226°53'53.8"			
13325	32.66 L	604+58.88	Rucker Rd	
	153.52	N 67°59'13.6" W		
13326	29.50 L	603+12.61	Rucker Rd	
REQUIRED RIGHT OF WAY AREA = 1,257.62 SF				

LANDON & FEUERBORN SCHENCK (55)				
2100 FAIRFAX DRIVE				
PARCEL #22-4341-1275-083-6				
TEMPORARY CONSTRUCTION EASEMENT				
PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT	
DE62094	32.55 L	603+12.70	Rucker Rd	
	5.27	N 22°00'46.4" E		
DE62100	37.82 L	603+12.87	Rucker Rd	
	25.91	S 68°44'51.2" E		
DE62106	37.35 L	603+38.78	Rucker Rd	
	44.22	S 68°14'05.2" E		
DE62107	36.14 L	603+82.98	Rucker Rd	
	46.05	S 68°01'00.4" E		
DE62108	35.91 L	604+25.44	Rucker Rd	
	6.44	N 21°58'59.7" E		
DE62109	42.33 L	604+25.07	Rucker Rd	
	ARC LENGTH = 38.33			
	CHORD BEAR = S 77°19'01.4" E			
	LNTH CHORD = 38.32			
	RADIUS = 577.43			
	DEGREE = 9°55'21.2"			
DE62110	53.83 L	604+54.86	Rucker Rd	
	39.01	N 51°58'11.0" E		
DE62111	39.80 L	801+00.00	Fairfax Dr	
	23.40	S 22°00'46.4" W		
DE62104	68.04 L	604+71.75	Rucker Rd	
	ARC LENGTH = 25.97			
	CHORD BEAR = S 69°33'34.8" W			
	LNTH CHORD = 24.71			
	RADIUS = 23.83			
	DEGREE = 240°24'18.8"			
DE62103	47.94 L	604+57.39	Rucker Rd	
	ARC LENGTH = 91.27			
	CHORD BEAR = N 74°44'24.4" W			
	LNTH CHORD = 91.18			
	RADIUS = 583.83			
	DEGREE = 9°48'49.4"			
DE62102	31.99 L	603+77.41	Rucker Rd	
	41.57	N 70°15'41.7" W		
DE62101	31.65 L	603+35.84	Rucker Rd	
	23.16	N 67°34'02.3" W		
DE62094	32.55 L	603+12.70	Rucker Rd	
TEMPORARY CONSTRUCTION EASEMENT AREA = 1070.79 SF				

TEMPORARY CONSTRUCTION EASEMENT AREA = 1070.79 SF

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE CERTAIN PROPERTY LOCATED AT 475 SYDNEY WALK, ALPHARETTA, GEORGIA, FOR ROAD PROJECT - RUCKER ROAD CORRIDOR IMPROVEMENTS

WHEREAS, the City of Alpharetta (the "City") has determined that it is necessary to construct a road project, which includes bridge replacement, road reconstruction, and the construction of intersection improvements and other operational improvements, on Rucker Road from Barrow Downs Road to Wills Road, such road project being known as the Rucker Road Corridor Improvements project (the "Project"); and

WHEREAS, in order to construct the Project, it is necessary to acquire certain rights in, over, under, and through the property now or formerly owned by Donald T. Kjenstad located at 475 Sydney Walk within the City of Alpharetta, Georgia (reference: Parcel No. 66), as further described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the Mayor and Council have considered the Project and determined that the Project and the use of eminent domain to acquire those certain rights in the foregoing property are necessary, in the public interest, and must be carried out expeditiously to ensure the timely completion of the Project.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, AS FOLLOWS:

For public road purposes and to meet the public necessity for immediately acquiring the subject property rights, which is hereby declared, the Mayor and Council authorize the City Attorney's Office to acquire through the use of Eminent Domain, pursuant to Title 32 of the Code of Georgia Annotated, the necessary property rights in, over, under, and across the property located at 475 Sydney Walk, Alpharetta, Georgia, in order to ensure the timely completion of the Project - Rucker Road Corridor Improvements. Further, the Mayor is specifically authorized to execute any and all documents necessary to further the filing of any Petition for Condemnation or Declaration of Taking related to the same and/or in furtherance of this Resolution.

STATE OF GEORGIA
COUNTY OF FULTON

RESOLUTION R2017-_____

SO RESOLVED AND ADOPTED this _____ day of _____, 2017.

CITY OF ALPHARETTA, GEORGIA

By: _____
David Belle Isle, Mayor

COUNCILMEMBERS

Attest:

Coty Thigpen, City Clerk (SEAL)

APPROVED AS TO FORM:

C. Sam Thomas, City Attorney



1790 Hembree Road
Alpharetta, Georgia 30009

Phone: 678-297-6200
Fax: 678-297-6201

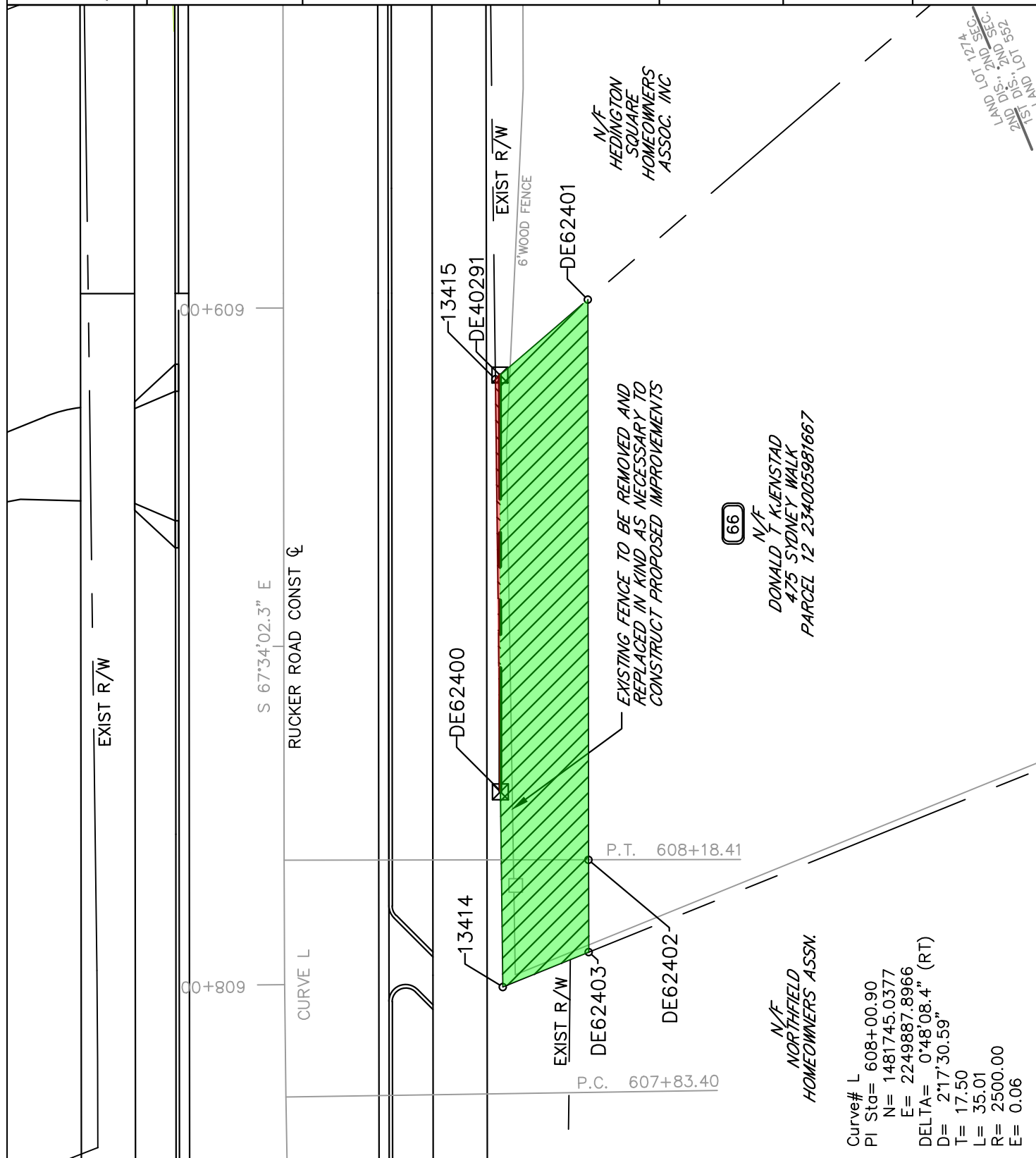
RIGHT OF WAY & EASEMENT
EXHIBIT FOR
475 SYDNEY WALK

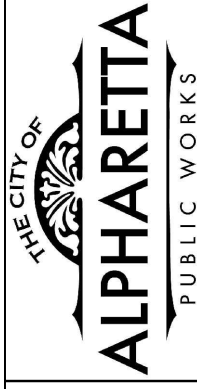
LAND LOT 1274
2ND DISTRICT, 2ND SECTION
LAND LOT 552
1ST DISTRICT, 2ND SECTION
CITY OF ALPHARETTA,
FULTON COUNTY,
GEORGIA

DATE: MARCH 15, 2017



EXHIBIT "A"
SHEET 1 OF 2





1790 Hembree Road
Alpharetta, Georgia 30009

Phone: 678-297-6200
Fax: 678-297-6201

RIGHT OF WAY & EASEMENT
EXHIBIT FOR
475 SYDNEY WALK

LAND LOT 1274
2ND DISTRICT, 2ND SECTION
LAND LOT 552
1ST DISTRICT, 2ND SECTION
CITY OF ALPHARETTA,
FULTON COUNTY,
GEORGIA

DATE: MARCH 15, 2017

EXHIBIT "A"
SHEET 2 OF 2

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE CERTAIN PROPERTY LOCATED AT 435 SYDNEY WALK, ALPHARETTA, GEORGIA, FOR ROAD PROJECT - RUCKER ROAD CORRIDOR IMPROVEMENTS

WHEREAS, the City of Alpharetta (the "City") has determined that it is necessary to construct a road project, which includes bridge replacement, road reconstruction, and the construction of intersection improvements and other operational improvements, on Rucker Road from Barrow Downs Road to Wills Road, such road project being known as the Rucker Road Corridor Improvements project (the "Project"); and

WHEREAS, in order to construct the Project, it is necessary to acquire certain rights in, over, under, and through the property now or formerly owned by Kathryn Ann Rookes, Trustee of the Kathryn Ann Rookes Living Trust dated December 17, 2014, located at 435 Sydney Walk within the City of Alpharetta, Georgia (reference: Parcel No. 71), as further described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the Mayor and Council have considered the Project and determined that the Project and the use of eminent domain to acquire those certain rights in the foregoing property are necessary, in the public interest, and must be carried out expeditiously to ensure the timely completion of the Project.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, AS FOLLOWS:

For public road purposes and to meet the public necessity for immediately acquiring the subject property rights, which is hereby declared, the Mayor and Council authorize the City Attorney's Office to acquire through the use of Eminent Domain, pursuant to Title 32 of the Code of Georgia Annotated, the necessary property rights in, over, under, and across the property located at 435 Sydney Walk, Alpharetta, Georgia, in order to ensure the timely completion of the Project - Rucker Road Corridor Improvements. Further, the Mayor is specifically authorized to execute any and all documents necessary to further the filing of any Petition for Condemnation or Declaration of Taking related to the same and/or in furtherance of this Resolution.

SO RESOLVED AND ADOPTED this _____ day of _____, 2017.

CITY OF ALPHARETTA, GEORGIA

By: _____
David Belle Isle, Mayor

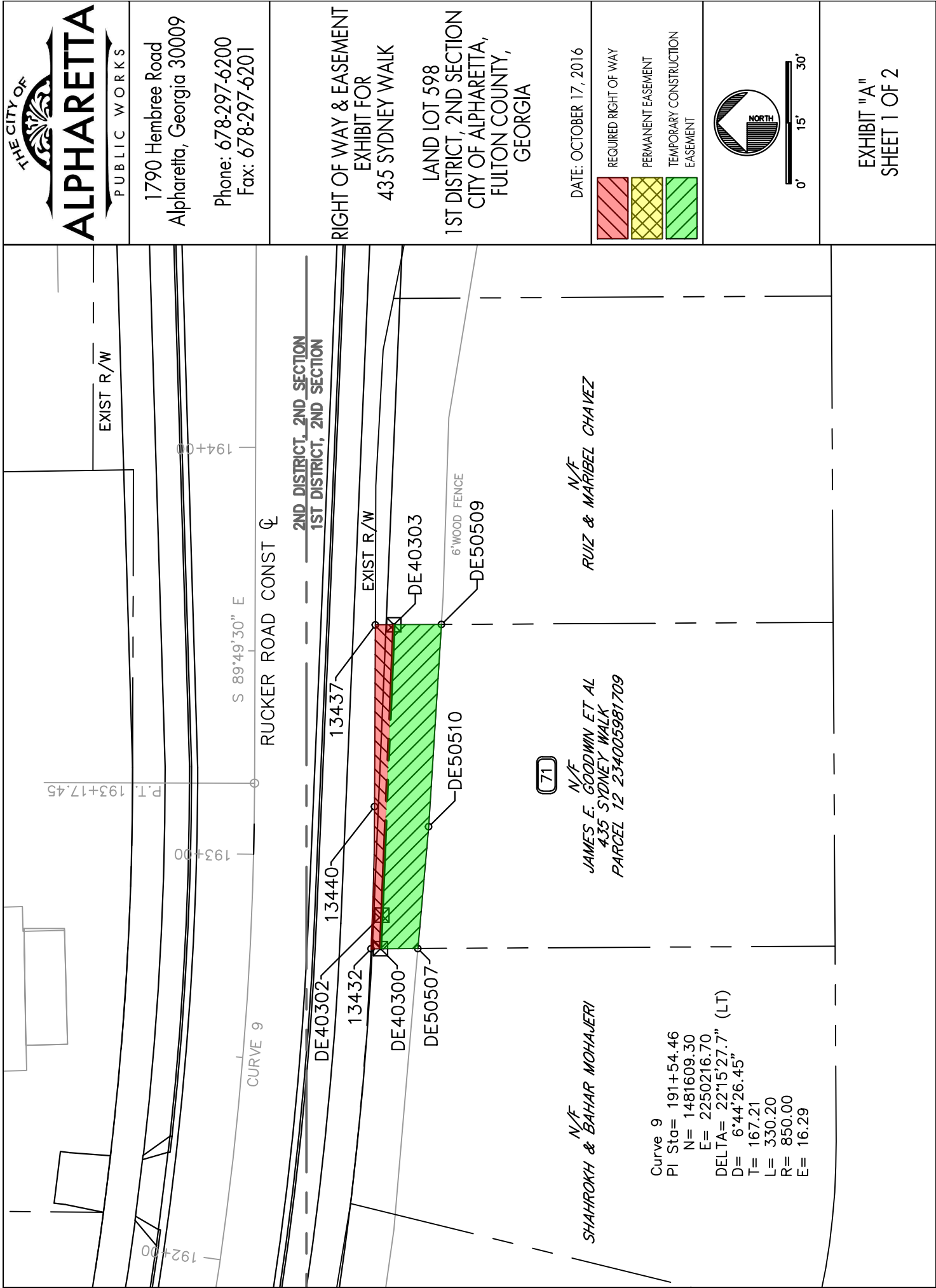
COUNCILMEMBERS

Attest:

Coty Thigpen, City Clerk (SEAL)

APPROVED AS TO FORM:

C. Sam Thomas, City Attorney



THE CITY OF  1790 Hembree Road Alpharetta, Georgia 30009 Phone: 678-297-6200 Fax: 678-297-6201				THE CITY OF  1790 Hembree Road Alpharetta, Georgia 30009 Phone: 678-297-6200 Fax: 678-297-6201			
JAMES E. GOODWIN ET AL (71) 435 SYDNEY WALK PARCEL #12-2340-0598-170-9 REQUIRED RIGHT OF WAY				JAMES E. GOODWIN ET AL (71) 435 SYDNEY WALK PARCEL #12-2340-0598-170-9 TEMPORARY CONSTRUCTION EASEMENT			
PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT	PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT
13432	29.74 R	192+78.25	Rucker Rd	DE50507	41.19 R	192+78.84	Rucker Rd
ARC LENGTH = 34.95 CHORD BEAR = S 88°37'28.4" E LNTH CHORD = 34.95				DE40300 ARC LENGTH = 8.24 CHORD BEAR = S 87°27'29.5" E LNTH CHORD = 8.24			
13440	29.56 R	193+12.02	Rucker Rd	RADIUS = 882.00 DEGREE = 6°29'46.0"			
13437	29.57 R	193+56.49	Rucker Rd	DE40302	32.00 R	192+86.31	Rucker Rd
DE40303	4.55	S 00°19'19.4" E	Rucker Rd	DE40303 71.44 34.12 R 193+56.53 N 87°38'55.9" W			
	71.44	N 87°38'55.9" W					
DE40302	32.00 R	192+86.31	Rucker Rd	DE50509 45.82 R 49.81 42.91 R 30.03 41.19 R 192+78.84			
ARC LENGTH = 8.24 CHORD BEAR = N 87°27'29.5" W LNTH CHORD = 8.24				DE50510 42.91 R 30.03 41.19 R 192+78.84			
DE40300	32.00 R	192+78.36	Rucker Rd	TEMPORARY CONSTRUCTION EASEMENT AREA = 850.29 SF			
13432	29.74 R	192+78.25	Rucker Rd				
REQUIRED RIGHT OF WAY AREA = 252.20 SF							
				DATE: OCTOBER 17, 2016			
				EXHIBIT "A" SHEET 2 OF 2			

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE CERTAIN PROPERTY LOCATED AT 570 DAINTREE DRIVE, ALPHARETTA, GEORGIA, FOR ROAD PROJECT - RUCKER ROAD CORRIDOR IMPROVEMENTS

WHEREAS, the City of Alpharetta (the "City") has determined that it is necessary to construct a road project, which includes bridge replacement, road reconstruction, and the construction of intersection improvements and other operational improvements, on Rucker Road from Barrow Downs Road to Wills Road, such road project being known as the Rucker Road Corridor Improvements project (the "Project"); and

WHEREAS, in order to construct the Project, it is necessary to acquire certain rights in, over, under, and through the property now or formerly owned by Oke Lee Pearson, Trustee of the Oke Lee Pearson, Sr. Declaration of Trust dated 11/8/96, located at 570 Daintree Drive within the City of Alpharetta, Georgia (reference: Parcel No. 80), as further described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the Mayor and Council have considered the Project and determined that the Project and the use of eminent domain to acquire those certain rights in the foregoing property are necessary, in the public interest, and must be carried out expeditiously to ensure the timely completion of the Project.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, AS FOLLOWS:

For public road purposes and to meet the public necessity for immediately acquiring the subject property rights, which is hereby declared, the Mayor and Council authorize the City Attorney's Office to acquire through the use of Eminent Domain, pursuant to Title 32 of the Code of Georgia Annotated, the necessary property rights in, over, under, and across the property located at 570 Daintree Drive, Alpharetta, Georgia, in order to ensure the timely completion of the Project - Rucker Road Corridor Improvements. Further, the Mayor is specifically authorized to execute any and all documents necessary to further the filing of any Petition for Condemnation or Declaration of Taking related to the same and/or in furtherance of this Resolution.

SO RESOLVED AND ADOPTED this _____ day of _____, 2017.

CITY OF ALPHARETTA, GEORGIA

By: _____
David Belle Isle, Mayor

COUNCILMEMBERS

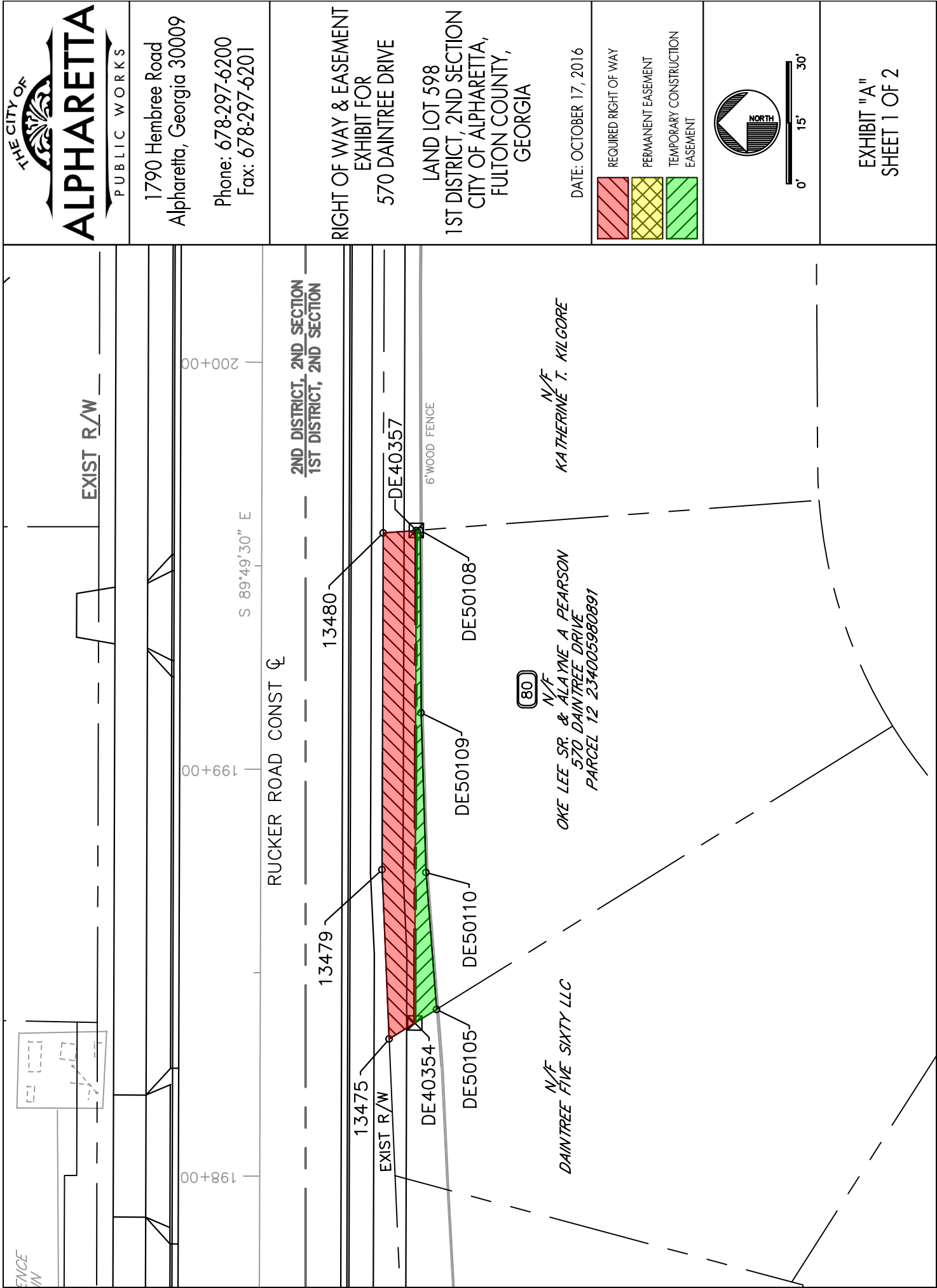
Attest:

Coty Thigpen, City Clerk (SEAL)

APPROVED AS TO FORM:

C. Sam Thomas, City Attorney

EXHIBIT "A"



THE CITY OF
ALPHARETTA
PUBLIC WORKS

1790 Hembree Road
Alpharetta, Georgia 30009
Phone: 678-297-6200
Fax: 678-297-6201

RIGHT OF WAY & EASEMENT
EXHIBIT FOR
570 DAINTREE DRIVE

LAND LOT 598
1ST DISTRICT, 2ND SECTION
CITY OF ALPHARETTA,
FULTON COUNTY,
GEORGIA

DATE: OCTOBER 17, 2016

	REQUIRED RIGHT OF WAY
	PERMANENT EASEMENT
	TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT "A"
SHEET 1 OF 2

THE CITY OF



ALPHARETTA

PUBLIC WORKS

1790 Hembree Road

Alpharetta, Georgia 30009

Phone: 678-297-6200

Fax: 678-297-6201

RIGHT OF WAY & EASEMENT EXHIBIT FOR

570 DAINTREE DRIVE

LAND LOT 598

1ST DISTRICT, 2ND SECTION

CITY OF ALPHARETTA,

FULTON COUNTY,

GEORGIA

DATE: OCTOBER 17, 2016

EXHIBIT "A"

SHEET 2 OF 2

OKE LEE SR. & ALAYNE A PEARSON (80)			
570 DAINTREE DRIVE			
PARCEL #12-2340-0598-089-1			
TEMPORARY CONSTRUCTION EASEMENT			
PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT
DE51005	43.33 R	198+41.08	Rucker Rd
	6.29	N 31°50'50.5" W	
DE40354	38.00 R	198+37.74	Rucker Rd
	121.04	S 89°49'30.0" E	
DE40357	38.00 R	199+58.79	Rucker Rd
	0.94	S 04°17'02.5" E	
DE50108	38.94 R	199+58.86	Rucker Rd
	44.86	S 89°42'03.0" W	
DE50109	39.31 R	199+14.00	Rucker Rd
	39.26	S 88°14'26.0" W	
DE50110	40.63 R	198+74.76	Rucker Rd
	33.79	S 85°35'51.6" W	
DE51005	43.33 R	198+41.08	Rucker Rd
TEMPORARY CONSTRUCTION EASEMENT AREA = 270.79 SF			

OKE LEE SR. & ALAYNE A PEARSON (80)			
570 DAINTREE DRIVE			
PARCEL #12-2340-0598-089-1			
REQUIRED RIGHT OF WAY			
PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT
DE40354	38.00 R	198+37.74	Rucker Rd
	7.39	N 31°50'50.5" W	
13475	31.73 R	198+33.83	Rucker Rd
	41.60	N 87°32'36.5" E	
13479	29.82 R	198+75.38	Rucker Rd
	82.77	S 89°47'49.5" E	
13480	29.86 R	199+58.15	Rucker Rd
	8.16	S 04°17'02.5" E	
DE40357	38.00 R	199+58.79	Rucker Rd
	121.04	N 89°49'30.0" W	
DE40354	38.00 R	198+37.34	Rucker Rd
REQUIRED RIGHT OF WAY AREA = 965.52 SF			

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE CERTAIN PROPERTY LOCATED AT 1530 RUCKER ROAD, ALPHARETTA, GEORGIA, FOR ROAD PROJECT - RUCKER ROAD CORRIDOR IMPROVEMENTS

WHEREAS, the City of Alpharetta (the "City") has determined that it is necessary to construct a road project, which includes bridge replacement, road reconstruction, and the construction of intersection improvements and other operational improvements, on Rucker Road from Barrow Downs Road to Wills Road, such road project being known as the Rucker Road Corridor Improvements project (the "Project"); and

WHEREAS, in order to construct the Project, it is necessary to acquire certain rights in, over, under, and through the property now or formerly owned by Majldreza Sehizadeh (a/k/a Majidreza Sehizadeh a/k/a Majldreza Schizadeh) located at 1530 Rucker Road within the City of Alpharetta, Georgia (reference: Parcel No. 85), as further described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the Mayor and Council have considered the Project and determined that the Project and the use of eminent domain to acquire those certain rights in the foregoing property are necessary, in the public interest, and must be carried out expeditiously to ensure the timely completion of the Project.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, AS FOLLOWS:

For public road purposes and to meet the public necessity for immediately acquiring the subject property rights, which is hereby declared, the Mayor and Council authorize the City Attorney's Office to acquire through the use of Eminent Domain, pursuant to Title 32 of the Code of Georgia Annotated, the necessary property rights in, over, under, and across the property located at 1530 Rucker Road, Alpharetta, Georgia, in order to ensure the timely completion of the Project - Rucker Road Corridor Improvements. Further, the Mayor is specifically authorized to execute any and all documents necessary to further the filing of any Petition for Condemnation or Declaration of Taking related to the same and/or in furtherance of this Resolution.

STATE OF GEORGIA
COUNTY OF FULTON

RESOLUTION R2017-_____

SO RESOLVED AND ADOPTED this _____ day of _____, 2017.

CITY OF ALPHARETTA, GEORGIA

By: _____
David Belle Isle, Mayor

COUNCILMEMBERS

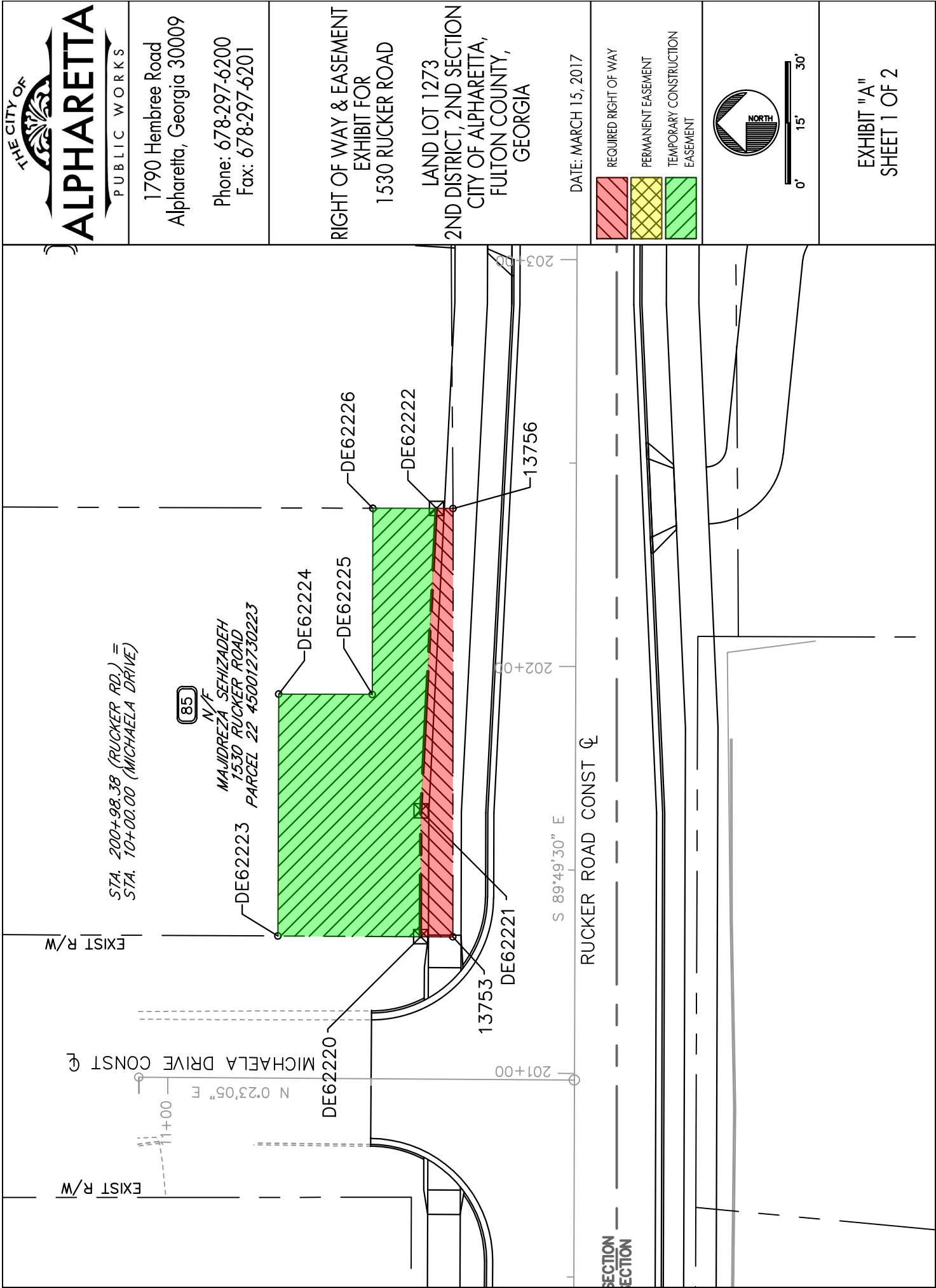
Attest:

Coty Thigpen, City Clerk (SEAL)

APPROVED AS TO FORM:

C. Sam Thomas, City Attorney

EXHIBIT "A"



THE CITY OF



ALPHARETTA

PUBLIC WORKS

MAJIDREZA SEHIZADEH

1530 RUCKER ROAD

PARCEL #22-4500-1273-022-3

REQUIRED RIGHT OF WAY

PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT
13753	30.00 L	201+33.50	Rucker Rd
	8.00	N 00°16'34.7" E	
DE62220	38.00 L	201+33.51	Rucker Rd
	30.92	S 89°49'30.0" E	
DE62221	38.00 L	201+64.43	Rucker Rd
	74.41	S 87°04'32.2" E	
DE62222	34.43 L	202+38.75	Rucker Rd
	4.12	S 00°10'55.7" W	
13756	30.31 L	202+38.75	Rucker Rd
	105.26	N 89°59'40.0" W	
13753	30.00 L	201+33.50	Rucker Rd

REQUIRED RIGHT OF WAY AREA = 692.99 SF

MAJIDREZA SEHIZADEH

1530 RUCKER ROAD

PARCEL #22-4500-1273-022-3

TEMPORARY CONSTRUCTION EASEMENT

PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT
DE62220	38.00 L	201+33.51	Rucker Rd
	35.00	N 00°16'34.7" E	
DE62223	73.00 L	201+33.57	Rucker Rd
	59.43	S 89°49'30.0" E	
DE62224	73.00 L	201+93.00	Rucker Rd
	23.00	S 00°10'30.0" W	
DE62225	50.00 L	201+93.00	Rucker Rd
	45.75	S 89°49'30.0" E	
DE62226	50.00 L	202+38.75	Rucker Rd
	15.57	S 00°10'55.7" W	
DE62222	34.43 L	202+38.75	Rucker Rd
	74.41	N 87°04'32.2" W	
DE62221	38.00 L	201+64.43	Rucker Rd
	30.92	N 89°49'30.0" W	
DE62220	38.00 L	201+33.51	Rucker Rd

TEMPORARY CONSTRUCTION EASEMENT AREA = 2,762.75 SF

RIGHT OF WAY & EASEMENT
EXHIBIT FOR
1530 RUCKER ROAD

LAND LOT 1273
2ND DISTRICT, 2ND SECTION
CITY OF ALPHARETTA,
FULTON COUNTY,
GEORGIA

DATE: MARCH 15, 2017

EXHIBIT "A"
SHEET 2 OF 2

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE CERTAIN PROPERTY LOCATED AT 1614 RUCKER ROAD, ALPHARETTA, GEORGIA, FOR ROAD PROJECT - RUCKER ROAD CORRIDOR IMPROVEMENTS

WHEREAS, the City of Alpharetta (the "City") has determined that it is necessary to construct a road project, which includes bridge replacement, road reconstruction, and the construction of intersection improvements and other operational improvements, on Rucker Road from Barrow Downs Road to Wills Road, such road project being known as the Rucker Road Corridor Improvements project (the "Project"); and

WHEREAS, in order to construct the Project, it is necessary to acquire certain rights in, over, under, and through the property now or formerly owned by Adil Niaz located at 1614 Rucker Road within the City of Alpharetta, Georgia (reference: Parcel No. 93), as further described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the Mayor and Council have considered the Project and determined that the Project and the use of eminent domain to acquire those certain rights in the foregoing property are necessary, in the public interest, and must be carried out expeditiously to ensure the timely completion of the Project.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, AS FOLLOWS:

For public road purposes and to meet the public necessity for immediately acquiring the subject property rights, which is hereby declared, the Mayor and Council authorize the City Attorney's Office to acquire through the use of Eminent Domain, pursuant to Title 32 of the Code of Georgia Annotated, the necessary property rights in, over, under, and across the property located at 1614 Rucker Road, Alpharetta, Georgia, in order to ensure the timely completion of the Project - Rucker Road Corridor Improvements. Further, the Mayor is specifically authorized to execute any and all documents necessary to further the filing of any Petition for Condemnation or Declaration of Taking related to the same and/or in furtherance of this Resolution.

STATE OF GEORGIA
COUNTY OF FULTON

RESOLUTION R2017-_____

SO RESOLVED AND ADOPTED this _____ day of _____, 2017.

CITY OF ALPHARETTA, GEORGIA

By: _____
David Belle Isle, Mayor

COUNCILMEMBERS

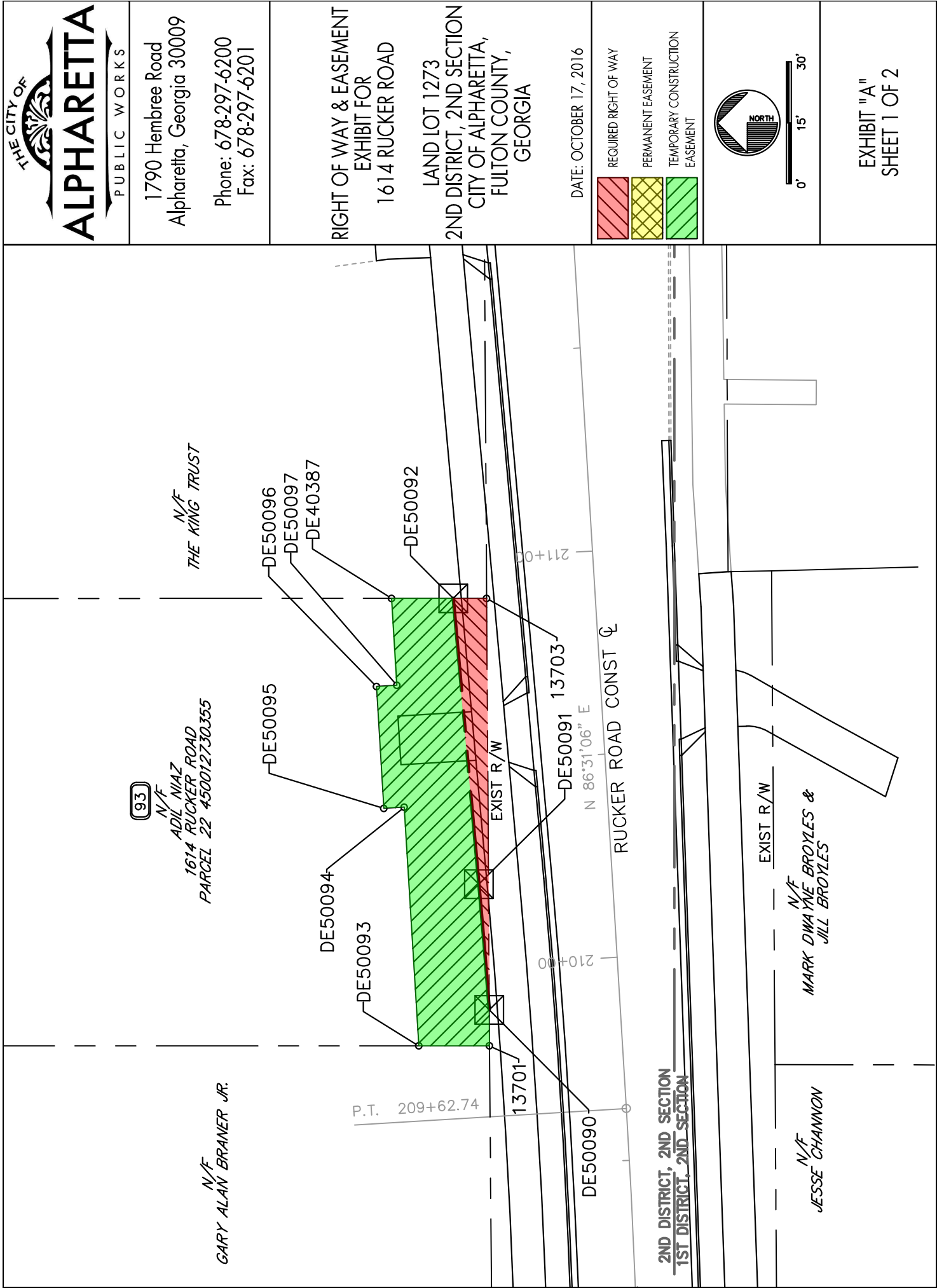
Attest:

Coty Thigpen, City Clerk (SEAL)

APPROVED AS TO FORM:

C. Sam Thomas, City Attorney

EXHIBIT "A"



THE CITY OF



ALPHARETTA

PUBLIC WORKS

1790 Hembree Road

Alpharetta, Georgia 30009

Phone: 678-297-6200

Fax: 678-297-6201

RIGHT OF WAY & EASEMENT

EXHIBIT FOR

1614 RUCKER ROAD

LAND LOT 1273

2ND DISTRICT, 2ND SECTION

CITY OF ALPHARETTA,

FULTON COUNTY,

GEORGIA

DATE: OCTOBER 17, 2016

EXHIBIT "A"

SHEET 2 OF 2

REQUIRED RIGHT OF WAY			
PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT
DE50090	32.18 L	209+89.00	Rucker Rd
ARC LENGTH = 30.99			
CHORD BEAR = N 85°18'09.1" E			
LNTH CHORD = 30.99			
RADIUS = 1968.00			
DEGREE = 2°54'40.9"			
DE50091	32.83 L	210+19.99	Rucker Rd
DE50092	70.51	N 84°51'04.9" E	Rucker Rd
	34.88 L	210+90.47	
13703	8.22	S 00°00'48.7" E	Rucker Rd
	26.68 L	210+89.98	
DE50090	101.12	S 89°38'10.1" W	Rucker Rd
	32.18 L	209+89.00	
REQUIRED RIGHT OF WAY AREA = 405.93 SF			

TEMPORARY CONSTRUCTION EASEMENT			
PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT
DE50093	50.00 L	209+81.22	Rucker Rd
DE50094	58.78	N 86°31'06.3" E	Rucker Rd
	50.00 L	210+40.00	
DE50095	5.00	N 03°28'53.7" W	Rucker Rd
	55.00 L	210+40.00	
DE50096	30.00	N 86°31'06.3" E	Rucker Rd
	55.00 L	210+70.00	
DE50097	5.00	S 03°28'53.7" E	Rucker Rd
	50.00 L	210+70.00	
DE40387	21.39	N 86°31'06.3" E	Rucker Rd
	50.00 L	210+91.39	
DE50092	15.14	S 00°00'48.7" E	Rucker Rd
	34.88 L	210+90.47	
DE50091	70.51	S 84°51'04.9" W	Rucker Rd
	32.83 L	210+19.99	
ARC LENGTH = 30.99			
CHORD BEAR = S 85°18'09.1" W			
LNTH CHORD = 30.99			
RADIUS = 1968.00			
DEGREE = 2°54'40.9"			
DE50090	32.18 L	209+89.00	Rucker Rd
13701	8.85	S 89°38'10.1" W	Rucker Rd
	32.66 L	209+80.17	
DE50093	17.38	N 00°00'48.7" W	Rucker Rd
	50.00 L	209+81.22	
TEMPORARY CONSTRUCTION EASEMENT AREA = 1,984.31 SF			

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE CERTAIN PROPERTY LOCATED AT 1670 RUCKER ROAD, ALPHARETTA, GEORGIA, FOR ROAD PROJECT - RUCKER ROAD CORRIDOR IMPROVEMENTS

WHEREAS, the City of Alpharetta (the "City") has determined that it is necessary to construct a road project, which includes bridge replacement, road reconstruction, and the construction of intersection improvements and other operational improvements, on Rucker Road from Barrow Downs Road to Wills Road, such road project being known as the Rucker Road Corridor Improvements project (the "Project"); and

WHEREAS, in order to construct the Project, it is necessary to acquire certain rights in, over, under, and through the property now or formerly owned by Christopher S. Marston located at 1670 Rucker Road within the City of Alpharetta, Georgia (reference: Parcel No. 94), as further described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the Mayor and Council have considered the Project and determined that the Project and the use of eminent domain to acquire those certain rights in the foregoing property are necessary, in the public interest, and must be carried out expeditiously to ensure the timely completion of the Project.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, AS FOLLOWS:

For public road purposes and to meet the public necessity for immediately acquiring the subject property rights, which is hereby declared, the Mayor and Council authorize the City Attorney's Office to acquire through the use of Eminent Domain, pursuant to Title 32 of the Code of Georgia Annotated, the necessary property rights in, over, under, and across the property located at 1670 Rucker Road, Alpharetta, Georgia, in order to ensure the timely completion of the Project - Rucker Road Corridor Improvements. Further, the Mayor is specifically authorized to execute any and all documents necessary to further the filing of any Petition for Condemnation or Declaration of Taking related to the same and/or in furtherance of this Resolution.

STATE OF GEORGIA
COUNTY OF FULTON

RESOLUTION R2017-_____

SO RESOLVED AND ADOPTED this _____ day of _____, 2017.

CITY OF ALPHARETTA, GEORGIA

By: _____
David Belle Isle, Mayor

COUNCILMEMBERS

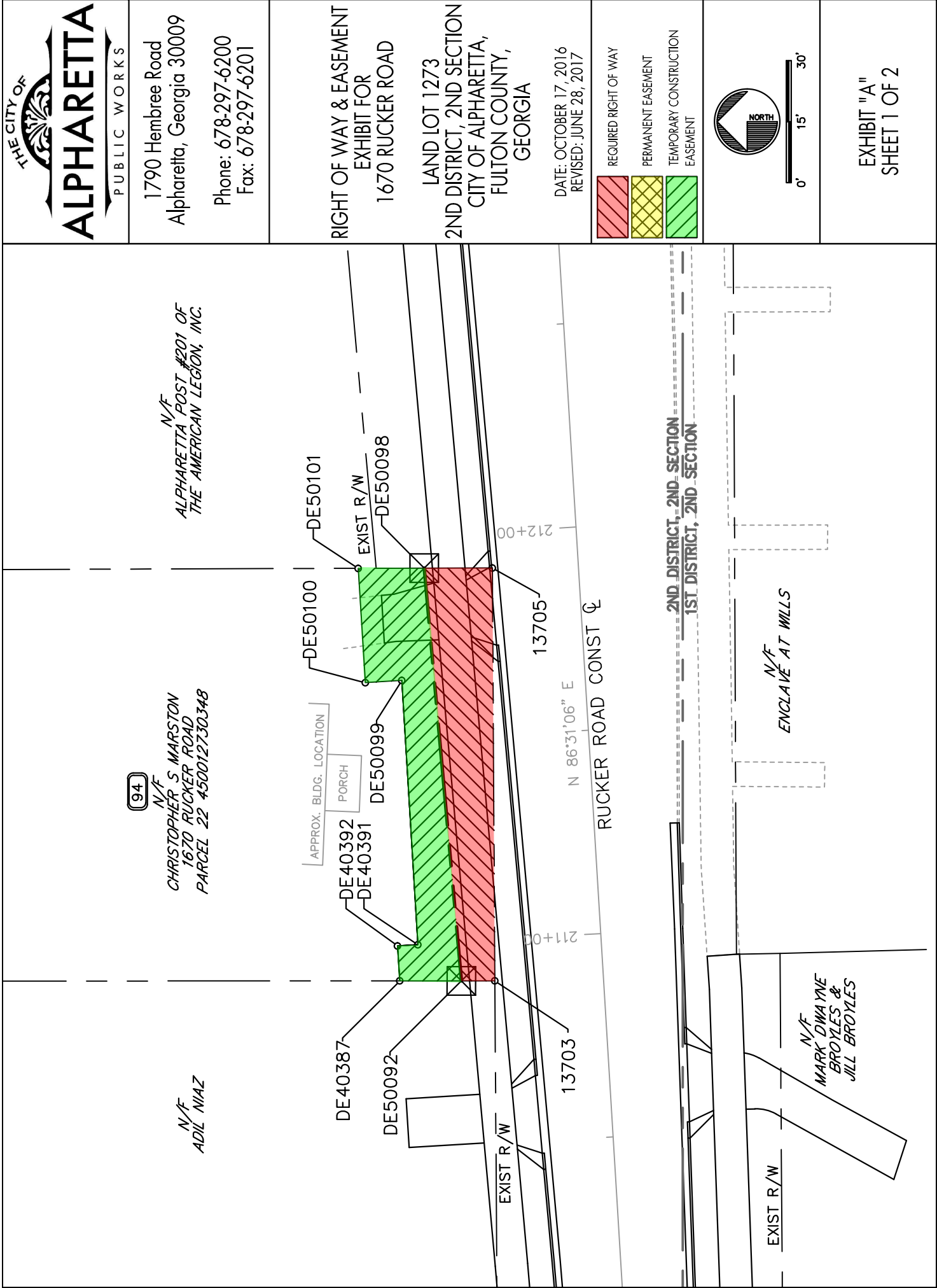
Attest:

Coty Thigpen, City Clerk (SEAL)

APPROVED AS TO FORM:

C. Sam Thomas, City Attorney

EXHIBIT "A"



THE CITY OF  ALPHARETTA PUBLIC WORKS CHRISTOPHER S. MARSTEN (94) 1670 RUCKER ROAD PARCEL #22-4500-1273-034-8				THE CITY OF  ALPHARETTA PUBLIC WORKS 1790 Hembree Road Alpharetta, Georgia 30009 Phone: 678-297-6200 Fax: 678-297-6201			
CHRISTOPHER S. MARSTEN (94) 1670 RUCKER ROAD PARCEL #22-4500-1273-034-8 REQUIRED RIGHT OF WAY				CHRISTOPHER S. MARSTEN (94) 1670 RUCKER ROAD PARCEL #22-4500-1273-034-8 TEMPORARY CONSTRUCTION EASEMENT			
PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT	PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT
DE50092	34.88 L	210+90.47	Rucker Rd	DE40387	50.00 L	210+91.39	Rucker Rd
	101.75	N 84°51'04.9" E			8.61	N 86°31'06.3" E	
DE50098	37.84 L	211+92.18	Rucker Rd	DE40392	50.00 L	211+00.00	Rucker Rd
	16.73	S 00°10'48.7" E			5.00	S 03°28'53.7" E	
13705	21.14 L	211+91.21	Rucker Rd	DE40391	45.00 L	211+00.00	Rucker Rd
	101.39	S 89°38'56.9" W			65.00	N 86°31'06.3" E	
13703	28.68 L	210+89.98	Rucker Rd	DE50099	45.00 L	211+65.00	Rucker Rd
	8.22	N 00°00'48.7" W			9.00	N 03°28'53.7" W	
DE50092	34.88 L	210+90.47	Rucker Rd	DE50100	54.00 L	211+65.00	Rucker Rd
REQUIRED RIGHT OF WAY AREA = 1,264.99 SF					28.11	N 86°31'06.3" E	
				DE50101	54.00 L	211+93.11	Rucker Rd
					16.18	S 00°10'48.7" E	
				DE50098	37.84 L	211+92.18	Rucker Rd
					101.75	S 84°51'04.9" W	
				DE50092	34.88 L	210+90.47	Rucker Rd
					15.14	S 00°00'48.7" E	
				DE40387	50.00 L	210+91.39	Rucker Rd
TEMPORARY CONSTRUCTION EASEMENT AREA = 1,171.11 SF				RIGHT OF WAY & EASEMENT EXHIBIT FOR 1670 RUCKER ROAD LAND LOT 1273 2ND DISTRICT, 2ND SECTION CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA DATE: OCTOBER 17, 2016 REVISED: JUNE 28, 2017			
				EXHIBIT "A" SHEET 2 OF 2			