



City Council Meeting and Public
Hearing
OCTOBER 23, 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. CONSENT AGENDA

A. Council Meeting Minutes (Meeting of 10/16/2017)

B. Alcoholic Beverage License Applications

**PH-17-AB-24 Kelly Curtis Management
d/b/a Wake Me Up Wine Me Down
11775 North Fall Lane Ste. 108
Alpharetta, GA 30009**

**Consumption on Premises- Restaurant
Beer & Wine, Liquor-- Sunday Sales
Limited Package sales- WINE ONLY- Wine by the bottle
for off-premise consumption**

**Owner: Kelly McCants
Registered Agent: Kelly McCants**

V. PUBLIC HEARING

A. V-17-21 55 & 61 Roswell St

Consideration of variance requests to reduce parking requirements and to increase the building height to allow for the construction of a 56,000 square foot mixed-use building. The property is located at 55 & 61 Roswell Street and are legally described as being located in Land Lot 1269, 2nd District, 2nd Section, Fulton County, Georgia.

B. CU-17-10 Halpern Equestrian Center

Consideration of a conditional use to allow 'Equestrian Center' for an equine-assisted therapy business on a 8.9-acre residential property zoned R-15. The property is located at 1200 Rucker Road and is legally described as being located in Land Lots 1275 & 1276, 2nd District, 2nd Section, Fulton County, Georgia.

C. CU-17-08 European Wax Center/Liberty Park Village

Consideration of a request for conditional use to allow 'Spa Services' for a hair removal and waxing business within a mixed-use development. The property is located at 2610 Old Milton Parkway, Suite 120 and is legally described as being located in Land Lot 802, 1st District, 2nd Section, Fulton County, Georgia.

D. PH-17-31 69 North Main Street/Addition to Contributing Historic Building Addition

This item has been withdrawn by the applicant and will not be considered

Consideration of a request to a change to a Council condition regarding architecture. The property is located at 69 North Main Street and is legally described as being located in Land Lots 1253 & 1268, 2nd District, 2nd Section, Fulton County, Georgia.

VI. OLD BUSINESS

A. PH-17-27: Edward Andrews Homes/Detention Pond Wall

This item was tabled on October 2, 2017. It must be removed from the table for consideration.

Consideration of finishing materials for detention pond wall. The property is located on the north side of Thompson Street, just west of Park Street and is legally described as being located in Land Lot 749, 1st District, 2nd Section, Fulton County, Georgia.

VII. NEW BUSINESS

A. Fiscal Year 2017 Bond Sidewalks - Phase 4, ITB 18-002

B. Fiscal Year 2018 Milling and Resurfacing, ITB 18-001

C. Fiscal Year 2018 Local Maintenance and Improvement Grant

D. Modification And Renewal: North Fulton SWAT MOU

E. Update To Employee Handbook

F. Funding Of Art On Loan Program (Miscellany)

VIII. WORKSHOP

A. Update On Parks Master Plan Process

B. Demonstration Farm At Old Rucker Road Park Property

IX. PUBLIC COMMENT

X. REPORTS

XI. ADJOURNMENT



City Council Meeting and Public Hearing STAFF REPORT

Submitting Department: City Clerk

Submitted By:

Meeting Date: October 23, 2017

I. AGENDA ITEM TITLE: COUNCIL MEETING MINUTES (MEETING OF 10/16/2017)

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:

City Council Meeting Minutes of 10-16-17



City Council Meeting SUMMARY OCTOBER 16, 2017

OFFICE OF THE CITY CLERK
678-297-6003

WWW.ALPHARETTA.GA.US

PREPARED BY: COTY THIGPEN

PUBLISHED:

*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 6:30 p.m.

II. ROLL CALL

Members Present:

Mayor David Belle Isle, Council Member Donald Mitchell, Council Member Chris Owens, Council Member Jim Gilvin, Council Member Mike Kennedy, Council Member Jason Binder, Council Member Dan Merkel

Members Absent:

None

Staff Present:

City Administrator Bob Regus, City Attorney Sam Thomas, Assistant City Administrator James Drinkard, City Clerk Coty Thigpen, Director of Community Development Kathi Cook, Finance Director Tom Harris, Director of Recreation and Parks Morgan Rodgers, Director of Information Technology Randy Bundy, Director of Public Works Pete Sewczwicz, Senior Planner Michael Woodman, Senior Engineer Eric Graves

III. PLEDGE TO THE FLAG

IV. PROCLAMATIONS AND PRESENTATIONS

- A. Natural Resource Commission - National Wildlife Habitat Community Certification
- B. Eagle Scout Recognition

V. CONSENT AGENDA

- A. Council Meeting Minutes (Meeting of 10/02/2017)
- B. Financial Management Report: Month Ending August 31, 2017

- ♦ Council Member Donald Mitchell offered a motion to approve the Consent Agenda
- The motion was seconded by Council Member Mike Kennedy
- Motion approved (6 - 0); Merkel abstained

VI. PROJECT UPDATES

A. Project Update: Alpharetta Conference Center

- City Administrator Bob Regus introduced Jim Stormont to provide a brief update to Council on the progress of the Alpharetta Conference Center

B. Fulton County Schools: STEM Campus

- Fulton County School Board Member Katie Reeves introduced representatives from the STEM Campus project to present the concept and renderings of the newly proposed campus to Mayor and Council

VII. PUBLIC HEARING

A. PH-17-31 69 North Main Street/Addition to Contributing Historic Building Addition

NOTE: This item has been deferred at the request of the applicant and will be neither heard nor discussed at this meeting. The item has been rescheduled to the October 23 City Council Agenda.

VIII. OLD BUSINESS

A. PH-17-13 Design Review Board Ordinance and Design Guidelines Amendments (2nd Reading)

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

- Senior Planner, Michael Woodman, came forward to outline the proposed amendments including:
 - Signs would be reviewed by Design Review Board within the Downtown Overlay District
 - Require 'Master Sign Plans' for multi-tenant commercial developments
 - Adds additional approved color pallets
- City Attorney, Sam Thomas, read the Ordinance aloud

- ♦ Council Member Mike Kennedy offered a motion to approve the Ordinance and also to include the change suggested by Council Member Mitchell to remove the prohibition of wooden shakes and singles
- The motion was seconded by Jason Binder
- Motion approved (7 - 0)

IX. NEW BUSINESS

A. Consideration Of Request For Impact Fee Waiver: Alpharetta First United Methodist Church

- Director of Community Development, Kathi Cook, came forward to present this request
- The applicant, Alpharetta First United Methodist Church is requesting approval of waiving impact fees assessed in the amount of \$16,241.94 since their 40,000 square foot addition is to improve existing classrooms and add teen/media room spaces for their congregation and not a sanctuary/seat addition.
- The Church is replacing an approximate 10,000 square foot section of the church with a 40,000 addition that will include classrooms, music/media and other church service needs. There will not be an expansion of the sanctuary. The Church is requesting a waiver of the \$16,421.94 impact fees assessed for the addition because they state there will not be an impact to City services for the addition. There will not be an increase in sanctuary seats which creates more vehicular trips, they are creating more green space along the front with outdoor seating and impacts to the Parks and Recreation system, and lastly they have existing buildings on the site which are already served by Public Safety.
- In 2009, the City approved a waiver of impact fees for Lionheart School in the amount of \$23,360 .

Public Comment
None

- ♦ Council Member Mike Kennedy offered a motion to approve Alpharetta First United Methodist Church's request for an individual assessment of zero impact fees
 - The motion was seconded by Council Member Chris Owens
 - Motion approved (7 - 0)

B. PH-17-26 Capital Improvement Element

- Senior Engineer, Eric Graves, came forward to present this item on behalf of staff
- The City of Alpharetta is required to transmit its annual update of the Capital Improvement Element to the Atlanta Regional Commission for review prior to Council Adoption. The CIE and annual report was transmitted to the Atlanta Regional Commission via Council Resolution on August 28, 2017. The City received notice of approval on September 21, 2017, and can now formally adopt the document to complete the required process.
- The Georgia Planning Act of 1989 (The Act) requires that local governments keep their Comprehensive Plans current as a pre-requisite for maintaining Qualified Local Government status, a requirement for eligibility for receipt of State of Georgia funds. The Act requires that local governments provide annual updates to their Capital Improvement Element (CIE), prepared in accordance with the Minimum Planning Standards and Procedures and the Development Impact Fee Compliance Requirements.

- The CIE is designed to provide insight into key infrastructure and public improvement projects being undertaken and completed by local jurisdictions. The Annual Report details on an annualized basis the collection and use of funds derived from impact fees. Together these documents provide a means of tracking local government performance and serve as a tool for measuring progress with respect to achieving community goals as outlined in the Comprehensive Plan.
- City Attorney, Sam Thomas, read the Resolution aloud
- ♦ Council Member Mike Kennedy offered a motion to approve the Resolution
 - The motion was seconded by Council Member Jason Binder
 - Motion approved (7 - 0)

C. Annual Technology Refresh 2018

- Director of Information Technology, Randy Bundy, came forward to present this item on behalf of staff
- As approved in the FY 2018 capital budget, this project provides for the annual replacement of technology for all City departments. The current City standards for technology replacement are as follows: servers (5-years); SANS storage (5-years); desktop PCs (4-years); laptop PCs (3-years); iPad tablets (2-years); large scale multi-function printers (5-7 years); small scale multi-function printers (3-years); desktop UPS (3-years); network UPS (4-years); network routers/switches/firewalls (5-years); telephony gateways (7-years). The City standards are based on best practice and standards in the information technology industry that provide for the best balance of efficiency, reliability, cost, and modernization of equipment.
- The City currently has 181 iPhones and 159 iPad tablets. About 50% of the phones and 35% of the tablets will be refreshed in FY2018 for approximately \$78,800.
- The City currently has 468 PC systems (223 desktop and 245 laptop systems) with 98 PC systems (50 Laptops/48 desktops) prioritized to be refreshed in FY 2018 for approximately \$184,400.
- The balance of funding (estimated at \$36,800) will be used for replacement of the other pieces of technology equipment listed above (e.g. servers, SANS storage, UPS, etc.).
- Technology will be procured through multiple sources including State Contracts (Dell and Apple products) and the City quote process. The largest portion of this funding will be utilized for Dell computers which is the standard personal computer platform for the City and is purchased from the State of Georgia technology contract. This provides a consistency of platform for management and operations/maintenance for City services. The City has also

standardized on the iOS platform for tablets and smart phones in order to provide consistency and the best level of integration and security with City systems.

Public Comment

None

- ♦ Council Member Dan Merkel offered a motion to approve the annual replacement of technology for all City Department in FY 2018 in an amount not to exceed \$300,000 using vendors presented by Staff and authorize the Mayor to execute all necessary documents.
- The motion was seconded by Council Member Jim Gilvin
- Motion approved (7 - 0)

D. FY 2018 F-750 Dump Truck with Spreader Insert Replacement

- Director of Public Works, Pete Sewczwicz, came forward to present this item on behalf of staff
- The Public Works Department received funding totaling \$110,000 within the FY 2018 Capital Budget for a Ford F-750 Dump Truck with Spreader Insert to replace a 1988 Ford F-800 Dump Truck with Spreader.
- The Ford F-800 Dump Truck with Spreader warrants replacement based on age and increasing repair costs. Due to its age (29 years), the expense of maintaining this F-800 Dump Truck is rapidly increasing and the repair parts are becoming increasingly harder to locate. The Ford F800 Dump truck currently needs engine repairs and a new or rebuilt fuel injector unit at an estimated cost of \$2,000-\$5,000 depending on part availability.
- The recommended Ford F-750 Dump Truck with Spreader Insert will be dual purpose so it may be used as a dump truck during the spring and summer months and have the spreader insert installed for use during winter months to handle snow and ice events.
- The Ford F-750 Dump Truck with Spreader Insert will be purchased from Wade Ford Government Sales (State Contract # 99999-SPD-SPD000039). The cost of the 2017 Ford F-750 Dump Truck with Spreader Insert is \$109,975.00. Approximate delivery time is 90-120 days after receipt of Purchase Order. Per policy, the equipment being replaced will be surplus by the Finance Department.

Public Comment

None

- ♦ Council Member Chris Owens offered a motion to approve the purchase of a 2017 Ford F-750 Dump Truck with Spreader Insert in an amount not to exceed \$109,975.00 from Wade Ford Government Sales on State Contract
- The motion was seconded by Council Member Donald Mitchell
- Motion approved (7 - 0)

E. FY 2018 F-350 Crew Cab Service Truck Replacement

- Director of Public Works, Pete Sewczwicz, came forward to present this item on behalf of staff
- The Public Works Department received funding totaling \$55,000 within the FY 2018 Capital Budget for a Ford F-350 Crew Cab Service Truck to replace a 1995 Ford F-800 Canopy Bed Service Truck.
- The Ford F-800 Canopy Bed Service Truck warrants replacement based on age (22 years), and the fact that the City purchased the 1995 F-800 as a Water Department Service Truck prior to selling the water system to Fulton County. Staff researched the benefits of downsizing to a Ford F-350 Service Bed Truck to replace the larger F-800 Service Truck and determined that the smaller F-350 Service Truck would be more beneficial to the Public Works fleet. The smaller F-350 Crew Cab Service Truck does not require a Commercial Driver's License as the F-800 Canopy Bed Service Truck does, allowing all Public Works staff to be able to operate the truck at any time. This is an additional benefit to the downsizing of the vehicle. This vehicle will be assigned to the Public Works Facilities crew.
- The 2017 Ford F-350 Crew Cab Service Truck will be purchased from Wade Ford Government Sales. On State Contract # 99999-SPD-SPD000039, the cost of the 2017 Ford F-350 Service Truck is \$52,234.00. Approximate delivery time is 90-120 days after receipt of Purchase Order. Per policy, the equipment being replaced will be surplus by the Finance Department.

Public Comment

None

- ♦ Council Member Chris Owens offered a motion to authorize the purchase of a 2017 Ford F-350 Crew Cab Service Truck in an amount not to exceed \$52,234.00 from Wade Ford Government Sales on State Contract
- The motion was seconded by Dan Merkel
- Motion approved (7 - 0)

X. WORKSHOP

A. Miscellany: An Open Air Public Art Exhibition

- Director of Recreation and Parks, Morgan Rodgers, came forward to present this item for discussion
- Mr. Rodgers provided details for a proposal for accomplishing the Phase II public art program that was included in the FY2018 budget. This proposal involves partnering with Arts Alpharetta on what they have coined "Miscellany: An Open Air Gallery".

- Volunteers with Arts Alpharetta have dedicated numerous hours and considerable effort to compose a program that would advance the City's public art goals while laying a foundation for a sustainable annual rotating public art exhibition.
- This item will come back before Council at a later meeting date for formal consideration

B. Response To City Council Questions: Rental Housing Study

- Director of Community Development Kathi Cook introduced Ken Bleakly to provide answers to questions previously posed by Mayor and Council regarding his recently presented Rental Housing Study

XI. PUBLIC COMMENT

None

XII. REPORTS

- Council Member Binder announced that Recreation and Parks will be unveiling their 1st 'Play Me Again' piano painted by Recreation Commission Member Wendi Schutt on October 29th at 3pm at Cogburn Park
- Council Member Mitchell congratulated the Alpharetta Historical Society on a successful move of the Old Log Cabin to its new permanent home
- Council Member Owens provided a few transportation updates:
 - o GDOT is working on managed lane project on 400 and there is a potential for a managed lane exit in Alpharetta. Working with them on the right place
 - o Project at Devore Road and Highway 9 – City is working with GDOT on a preliminary plan to increase safety at that intersection
- Council Member Kennedy announced a Public Input session for the Northpoint Mall Study on Thursday, October 19th at 6:30 p.m. at City Hall study

XIII. ADJOURNMENT

❖ *Mayor Belle Isle adjourned the meeting at 8:21 P.M.*

Respectfully submitted,



Coty Thigpen

City Clerk



City Council Meeting and Public Hearing STAFF REPORT

Submitting Department: Administration

Submitted By:

Meeting Date: October 23, 2017

I. AGENDA ITEM TITLE: ALCOHOLIC BEVERAGE LICENSE APPLICATIONS

PH-17-AB-24 KELLY CURTIS MANAGEMENT
D/B/A WAKE ME UP WINE ME DOWN
11775 NORTH FALL LANE STE. 108
ALPHARETTA, GA 30009

CONSUMPTION ON PREMISES- RESTAURANT
BEER & WINE, LIQUOR-- SUNDAY SALES
LIMITED PACKAGE SALES- WINE ONLY- WINE BY THE BOTTLE
FOR OFF-PREMISE CONSUMPTION

OWNER: KELLY MCCANTS
REGISTERED AGENT: KELLY MCCANTS

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:



City Council Meeting and Public Hearing STAFF REPORT

Submitting Department: Community Development

Submitted By:

Meeting Date: October 23, 2017

I. AGENDA ITEM TITLE: V-17-21 55 & 61 ROSWELL ST

CONSIDERATION OF VARIANCE REQUESTS TO REDUCE PARKING REQUIREMENTS AND TO INCREASE THE BUILDING HEIGHT TO ALLOW FOR THE CONSTRUCTION OF A 56,000 SQUARE FOOT MIXED-USE BUILDING. THE PROPERTY IS LOCATED AT 55 & 61 ROSWELL STREET AND ARE LEGALLY DESCRIBED AS BEING LOCATED IN LAND LOT 1269, 2ND 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, Location Map, Parking Strategy, Site Plans and Elevations, Citizenship Part B, Application



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT

SUBMITTED BY: KATHI COOK

DRAFTED BY: MICHAEL WOODMAN

I. AGENDA ITEM TITLE: V-17-21 55/61 ROSWELL STREET PARKING & HEIGHT VARIANCE

CITY COUNCIL:

OCTOBER 23, 2017

II. RECOMMENDATION:

Approve V-17-21 55/61 Roswell Street Parking & Height Variance subject to the following conditions:

1. Building architecture and site plan shall be substantially similar to plans prepared by D. Tracy Ward, dated 8/23/2017, except for modifications required to comply with the conditions below, final approval by DRB.
2. Applicant shall contribute \$985,000 to the Downtown Parking Fund for exclusive, controlled access to the 4th level of the Milton Avenue Parking Deck, as indicated in the application from 7:00 AM to 4:00 PM, Monday through Friday only. 4th level will be open for public parking outside the hours above. Half of the payment shall be required prior to receiving a building permit, remainder prior to a Certificate of Occupancy. Applicant shall not receive a building permit for the mixed-use building until the Milton Avenue Parking Deck is substantially complete.
3. Building height shall be limited to no more than 60'.
4. Prior to a Certificate of Occupancy, the developer shall enter into an agreement with the City for access to the 4th level of the Milton Avenue Parking Deck. Developer shall be responsible for all costs associated with controlling access to the 4th level parking deck.
5. The historic Skelton-Teasley House (61 Roswell Street) shall be restored and protected. Restoration and modifications shall require review and approval by Staff. The use of the structure shall be limited to retail, restaurant or office. The exterior of the structure shall be restored prior to final Certificate of Occupancy. Landscaping shall be designed to complement the time period of the structure. An easement shall be recorded providing for use of the Skelton-Teasley House yard as amenity space. No fencing permitted.
6. Developer shall provide the City with a binding legal agreement providing for the protection and maintenance of the Skelton-Teasley House.
7. Monument sign for Skelton-Teasley House shall not exceed 10 square feet and wall sign shall not exceed 4 square feet, both to be approved by DRB. The structure at 61 Roswell Street will forever be known as the Skelton-Teasley House and will be so designated by a plaque, which will be affixed to the exterior of the structure as approved by DRB.
8. Restaurant use shall be limited to 5,000 square feet, not including outdoor/rooftop seating areas.
9. First floor uses facing Roswell Street shall be limited to retail and restaurant.
10. Prior to issuance of the LDP, the applicant shall be required to enter into an agreement approved by the City for temporary construction access through the City's Roswell Street parking lot. Temporary closure of the City's Roswell Street parking lot shall require Staff approval.
11. Prior to Certificate of Occupancy, the applicant shall be required to enter into an agreement approved by the City for permanent access through the City's Roswell Street parking lot, including provisions for access to the applicant's onsite parking and pedestrian access from the Milton Avenue Parking Deck through the Roswell Street parking lot to the applicant's property. Permanent access easements shall be recorded prior to issuance of the LDP.
12. Developer shall construct covered pedestrian access from the parking deck to the mixed-use building, with final approval by Staff.

13. Developer shall improve the area between the historic structure and the new mixed-use building with hardscape, landscape, decorative lighting, outdoor furniture and public art, as approved by DRB.
14. Existing trees shall be preserved as depicted on site plan prepared by D. Tracy Ward, dated 8/23/2017, including tree #503 (31" Water Oak) and tree # 504 (41" Water Oak).
15. Final streetscape shall match the approved Downtown streetscape standards and include decorative pedestrian lighting as approved by Staff. Street trees shall be required along Roswell Street within the beauty strip, as well as behind the sidewalks as a continuation of what has been previously planted or designed in the Downtown, as approved by Staff. Heavy landscaping shall be provided along Manning Drive, as approved by Staff. All required landscaping shall be outside of utility easements.
16. 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 administrative variance.
17. Dumpster(s) shall be contained within the parking level of the proposed building.

III. REPORT IN BRIEF:

The applicant, Rob Turner on behalf of Park Plaza Partners, LLC, is requesting consideration of a height and parking variance to allow a 4-story, 56,000 square foot mixed-use building with office, retail and restaurant uses within the Downtown Overlay. The historic Skelton-Teasley House is proposed to be saved and restored for use as retail, restaurant or office. A one-time contribution to the City's Downtown Parking Fund is proposed by the applicant to offset required parking that is not being accommodated onsite. The subject property is located at 55 and 61 Roswell Street, adjacent to the Roswell Street City parking lot.

DISCUSSION

The submitted request, if approved, will allow for a 4-story, 56,000 square foot mixed-use building, including office, retail and restaurant uses on 0.66 acres in the Downtown Overlay. The historic Skelton-Teasley House at 61 Roswell Street is proposed to be saved and restored for use as retail, restaurant or office. The applicant proposes a one-time contribution to the City's Downtown Parking Fund to offset required parking that is not being accommodated onsite. The subject property is located at 55 and 61 Roswell Street, adjacent to the Roswell Street City parking lot.

The subject property is zoned C-2 (General Commercial). The properties are developed with two (2) residential structures, which have been converted to non-residential use. The property is surrounded by C-2 parcels to the northeast, east and south, including Made Kitchen & Cocktails and La Casa Italian Grill to the northeast and 48, 54 and 62 Roswell Street to the east and south. Properties to the northwest and west are zoned R-10M and include the Roswell Street City parking lot and an office building at 65 Roswell Street. The property is located within the Downtown Overlay and has a comprehensive land use plan designation of Central Business District.

The Skelton-Teasley House was built in 1856 for Dr. Skelton. The 1-story home was designed in the Greek Revival architectural style. The applicant proposes to save and restore the home and to use it as retail, restaurant or office. This request is similar to East of Main, where the Ben Manning House was preserved and restored for use as an office.

The C-2 zoning district permits building heights up to 40'; however, the Downtown Master Plan recommends building heights up to four (4) stories or 60'. The proposed building is four (4) stories with a height of 57'-4". The building includes a 6'-8" parapet, which is exempt from the City's height requirements.

The Downtown Master Plan Update and Alpharetta Downtown Code replaced the City's Historic Downtown Incentive Zoning (HDIZ) in 2015. The HDIZ was adopted in 2005 and permitted exemptions from the City's code required parking for uses other than office. The current Downtown Code parking requirements would require a total of 124 parking spaces for the proposed mixed-use building, as shown in the table below.

Downtown Code Required Parking

Use	SF	Parking Rate	Required Parking
Office	53,000 SF	3/1,000 SF	159
Retail/Restaurant	3,000 SF	2/1,000 SF	6
Subtotal			165
25% Shared Parking Reduction			-41.25
TOTAL			124
Proposed Onsite Parking			37
Parking Shortfall			87

The City's parking and parking management consultants, TSW and Nelson/Nygaard, reviewed the applicant's request for parking variance. The consultants recommended that a parking ratio of two (2) parking spaces per 1,000 square feet is appropriate for the proposed retail/restaurant and office space when the uses are within the context of a larger, mixed-use downtown with flexible and available publicly-accessible parking. Under this scenario, the applicant's proposed mixed-use building would generate a need for 47 parking spaces.

Parking Consultants Recommended Parking

Use	SF	Parking Rate	Required Parking
Office	53,000 SF	2/1,000 SF	106
Retail/Restaurant	3,000 SF	2/1,000 SF	6
Subtotal			112
25% Shared Parking Reduction			28
TOTAL			84
Proposed Onsite Parking			37
Parking Shortfall			47

Although 47 parking spaces are recommended by the City's parking consultant, the Unified Development Code (UDC) requires 124 spaces. With 37 spaces proposed on-site, the applicant is requesting 73 of the Code-required 87 parking spaces to be located on the 4th level of the Milton Avenue Parking Deck. The proposed development would satisfy parking with 37 spaces within the lower parking level of the new building and with a contribution of \$985,000.00 to the City's Downtown Parking Fund.

Plans are currently under development for a public parking deck at 92 Milton Avenue, which is approximately 125' from the applicant's property. Construction of the Milton Avenue Parking Deck will begin in December of 2017. It's the applicant's intent to satisfy their remaining parking needs through exclusive, controlled access to the 73 parking spaces on the 4th level of the City parking deck during the hours of 7:00 AM - 4:00 PM Monday through Friday. Under this scenario, the proposed mixed-use building would have access to 110 parking spaces on-site and in the adjacent City parking deck. The proposed contribution works out to be \$13,493.15 per parking space, which is approximately half the cost of the per-space construction cost to the City. The City's parking consultant feels that the applicant's proposed

contribution is appropriate and reasonable given the cost to the City of constructing the spaces and the level of exclusive access that the developer's occupants will have to the 73 parking spaces being reserved.

The City's Alpha Loop project includes an alignment at the rear of properties across Roswell Street from the applicant's property. In an effort to reduce vehicular trips and encourage use of the Alpha Loop, the applicant proposes bicycle facilities in conjunction with the proposed development.

SITE PLAN

The applicant proposes to construct a mixed-use building, consisting of structured parking for 37 cars in the lower level, approximately 16,000 square feet of ground level retail/restaurant/office, approximately 14,000 square feet of office and rooftop amenity on the 2nd floor, 13,000 square feet of office and rooftop amenity on the 3rd level and 13,000 square feet of office on the 4th floor.

The submitted site plan depicts a 4-story (57'-4"), 56,000 square foot mixed-use building surrounding the historic Skelton-Teasley House on 0.66 acres. The Skelton-Teasley House is approximately 1,244 square feet. Parking is not required for use of the historic structure. Access to the property is depicted through the Roswell Street City parking lot at the rear of the new mixed-use building. A pedestrian connection is provided from the front door of each structure to the sidewalk along Roswell Street.

The existing structure to be saved and the proposed mixed-use building meet all setback requirements in the C-2 district. Since the front setback in the C-2 district is conditional, staff requested that the mixed-use building have a similar setback as the historic Skelton-Teasley House, which is approximately 30'. Two (2) specimen trees (31" Water Oak and 41" Water Oak) are proposed to be saved on the property and are located at the front of the property along Roswell Street.

ELEVATIONS

The applicant's architect has stated that the new mixed-use building will be compatible with the Skelton-Teasley House, which represents Greek Revival architecture. The new building will emulate the historic structure with respect to materials (brick and cast stone), colors (earth tones) and stylistic details (classical Greek Revival and Federal). The ground level will be cast stone to create a base for the heavier brick material used on upper floors. Windows, shutters and doors will be detailed and fabricated to match historic precedents found in the Southeast. In addition, the applicant will make efforts to bring the Skelton-Teasley House back to its past Greek Revival purity. The proposed building complies with the Alpharetta Downtown Design Guidelines, which outlines specific building style, ornamentation, massing as well as requiring higher ornamentation at the pedestrian level.

TRAFFIC

Sprinkle Consulting provided a trip generation for the applicant's proposed use. Trip generation is based on 56,500 square feet of office and 3,500 square feet of retail/restaurant use. Based on the table below, the applicant's proposal would generate 146 PM Peak Hour trips.

Development (Trip Type)	Size	ITE Code	Daily Trip Ends	AM Peak Hour Trip Ends Enter / Exit (%) / (%)	PM Peak Hour Trip Ends Enter / Exit (%) / (%)
General Office Building	60,000	710	891	112 / 15 88% / 12%	25 / 121 17% / 83%

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: The subject property is less than an acre and the developer is saving a historic structure and two (2) large specimen trees. The Milton Avenue Parking Deck will be in close proximity to the subject property. The property is within an area designated 'Central Business District', which permits higher building heights than other areas in the Downtown Overlay. The City's parking consultant has stated that at this time parking is available and will not impact inventory since parking spaces can be used by the public after 4:00 PM on weekdays and on weekends for busy restaurant crowds.

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

Response: The applicant could develop the site in compliance with the required parking and building height regulations. However, the property is within an area designated 'Central Business District', which permits higher building heights than other areas in the Downtown Overlay. In addition, on-site parking on small downtown parcels would limit needed density and building connectivity along downtown streets.

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

Response: The subject property is less than an acre and the developer is saving a historic structure and two (2) large specimen trees. The Milton Avenue Parking Deck will be in close proximity to the subject property. The property is within an area designated 'Central Business District', which permits higher building heights than other areas in the Downtown Overlay.

(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: Approval will not cause substantial detriment to the public good as the historic Skelton-Teasley House will be preserved and parking will be provided on-site and off-site within close proximity.

CONCURRENCES

Staff has reviewed the proposal and finds that the variance requests can be supported by recommendations within the Downtown Master Plan. The Downtown Plan states the intent and purpose is for Downtown Alpharetta to be a focal point for high-quality mixed-use development. The property is within an area designated 'Central Business District', which permits higher densities and building heights than other areas in the Downtown Overlay. The historic Skelton-Teasley House is approximately 26' in height; however, buildings of varying heights within downtowns can create a more interesting street frontage as long as the pedestrian level has the highest level of ornamentation and building design standards and styles within a downtown tie the buildings together with a historic theme. Alpharetta Lofts and Teasley Place have been granted height variances to allow up to 60' and Liberty Hall up to 67', with four (4) stories. For comparison, City Hall is 61' to the roof peak above the clock. To the top of the dome it is 86' and 90' to the top of the cupola cap. The City Center development will include a mix of 1- to 4-story buildings.

Existing parking in the Downtown requires expansion in order to serve this use and additional growth occurring in the Downtown. It's difficult to provide onsite parking on small downtown parcels as it limits density and in some areas parcels would be purchased and developed solely for the purpose of surface parking. This could be a detriment to building connectivity and needed density along Downtown streets.

The City has budgeted over \$7 million to construct additional parking in the Downtown. The previous HDIZ contemplated the parking issue by offering developers the option of contributing to a parking fund in lieu of providing on-site parking, which would be used to build communal parking deck spaces. That document required half of the parking be provided on-site and the applicant could pay \$4,500.00 per space into the Downtown Parking Fund to satisfy the remaining parking requirement. In 2007, 44 Milton Avenue paid \$157,500.00 into the Parking Fund and in 2013 Alpharetta Lofts paid \$66,000.00 for their portion of required parking. CORO paid \$36,000.00, in 2014, for their parking variance approval. If the HDIZ were in place today, the applicant would have to provide 62 on-site parking spaces and be required to pay \$279,000.00 into the Parking Fund for the 62 parking spaces to be provided off-site.

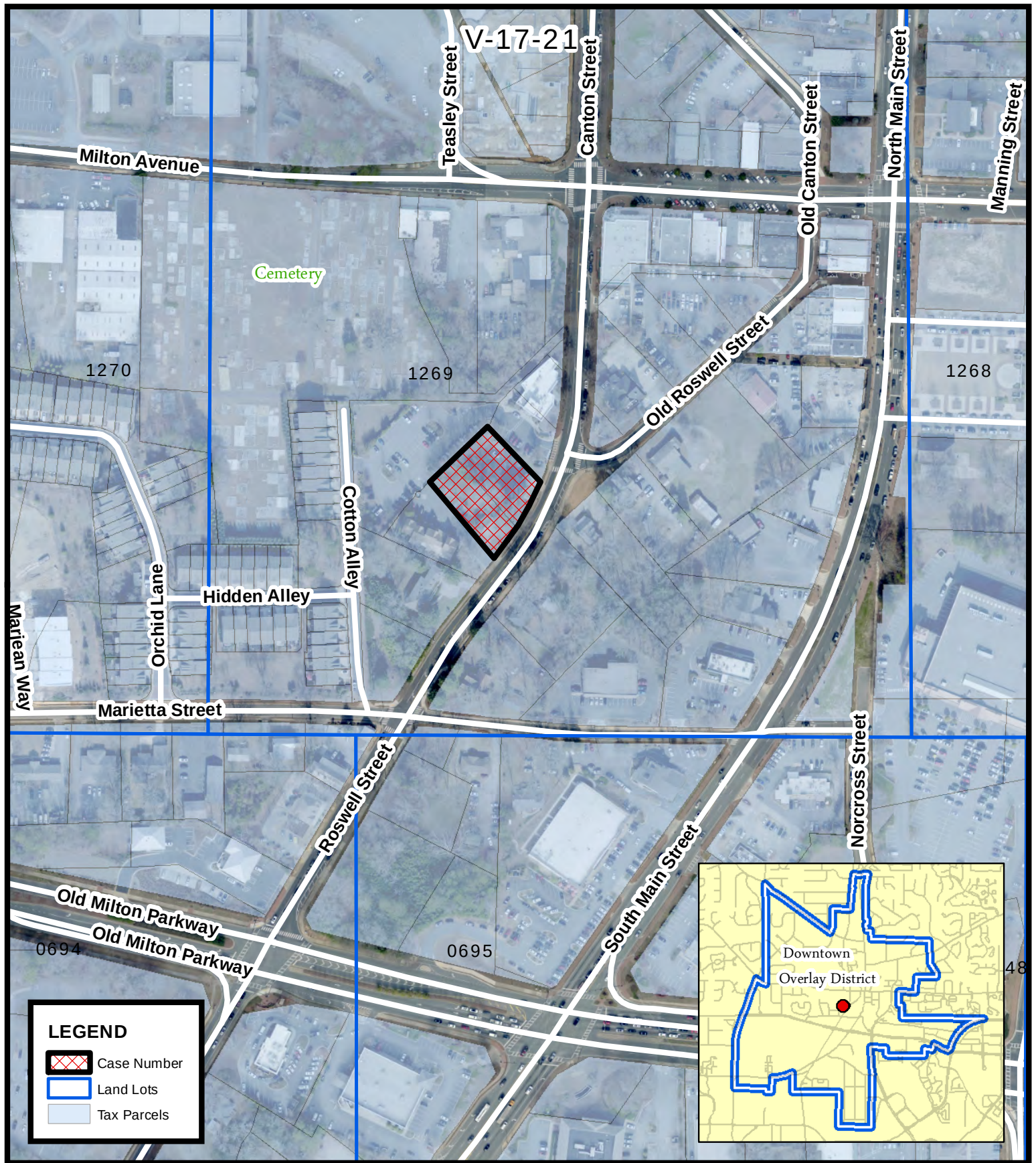
The cost for the 4th level of the Milton Avenue Parking Deck is \$985,000.00, as provided by the City's parking deck contractor. Total cost per parking space over the entire parking deck equates to \$26,000.00 per space. Therefore, the \$13,493.15 per space proposed by the applicant is reasonable for half-day use Monday through Friday. It should be noted that each request for parking variances and contributions to the Parking Fund are based upon the available inventory at the request time, as well as proximity to structured parking.

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 applicant held a community meeting on October 10th. According to the applicant, a few residents from Victoria Square attended the meeting. Residents had questions about the parking variance and were concerned with the appearance of the building at the rear.

IV. ATTACHMENTS:

- Site Plan
- Architectural Elevations



Location Map 55 & 61 Roswell Street

V-17-21
D/LL: 2/2/1269
CC Date:
10/23/17



Location Map Provided by:
Community Development - GIS



August 25, 2017

Kathi Cook
City of Alpharetta
Community Development
2 Park Plaza, Ground Floor
Alpharetta, GA 30009

RE: 55, 61 Roswell Street Parking

Dear Ms. Cook,

This letter serves as TSW and Nelson\Nygaard's official review of the proposed parking strategy for the rezoning at 55 and 61 Roswell Street in Downtown Alpharetta (referred to hereafter as the Project). The purpose of this review is to provide the City of Alpharetta with an assessment of the appropriateness of the proposed request in the context of the larger Downtown Alpharetta Parking Study that our two firms are currently preparing.

In preparing this review, the team has considered the following:

- The proposed uses of the Project and its relationship to the downtown area's mix of uses;
- The supply of public or shared parking opportunities near the Project site;
- The proposed parking ratio for the Project and comparable ratios in peer communities;
- The Project site's proximity to the proposed Alpha Loop; and
- On-site strategies that could be used to reduce parking demand.

The Project would consist of 57,000 square feet of total building space, of which 54,500 square feet are leasable space. This is currently envisioned as a mix of office and retail/restaurant space with most space reserved for office uses, requiring 177 parking spaces per current code requirements without providing a shared-parking study. The team understands that the Project applicant has reached a tentative agreement with the City to reserve 73 spaces in the proposed parking deck on Milton Avenue for a one-time contribution of \$985,000 to the City of Alpharetta's Parking Fund. This will allow the Project to have reserved access to these spaces between of 8 am and 4 pm on weekdays, with a gate access system to be installed controlling the upper level of the garage where these spaces will be located. The applicant will provide 37 spaces on site, located in a partly underground parking level below the principal uses of the development. In all, this provides 110 spaces serving the Project.

This results in a lower parking ratio than the required 3 spaces per 1,000 square feet for office uses. The team recommends that a parking ratio of 2 spaces per 1,000 sf of office space, closer to what the Project will provide, is appropriate for the proposed retail/restaurant and office use when said uses are within the context of a larger, mixed-use downtown with a flexible and generally available supply of publicly-accessible parking. This is supported by transportation industry knowledge and research resources, such as the Urban Land Institute's *Shared Parking* reference manual, generally observed in downtowns and mixed-use centers with strong policies to manage automobile commute demand or offering high-quality transit service. As office use will constitute the bulk of the space in the Project, the Project's use of parking is expected to be concentrated during the business day and will likely decline significantly into the evening. The project will provide 110 spaces due to on-site constraints, which allow only 37 spaces to be added, and because of the design of the Milton Avenue garage, which will have 73 spaces on its upper level and therefore will allow this amount to be feasibly reserved with gate access. However, the garage will have 190 spaces in addition to those being reserved for the Project and the Project site is adjacent to a City-owned parking lot with 77 spaces available for public use. These are also available to support the needs of the Project, especially for customers and visitors.

The team also finds that the agreed payment amount, which results in \$13,493.15 per reserved space in the Milton Avenue garage, is an appropriate charge and represents a reasonable nexus between the cost to the City of constructing the spaces and the level of exclusive access that the project's occupants will have to the 73 spaces being reserved. This per-space contribution is approximately half the cost of the per-space construction cost the City will incur with building the structure, and with a growth in office uses downtown, a reservation of these spaces during weekday business hours can be argued to represent generally half of the utility of these spaces, with the remainder of the utility occurring during evening and weekend periods. While this is a higher amount than previous applicants have paid to meet their parking requirements with use of public parking resources, the Milton Avenue garage is also the first structured parking that the City has constructed wherein the spaces have not been largely assigned to support particular land uses. In other words, with a decreasing supply of available land and an increase in downtown development activity, the City is now facing substantially higher costs to provide parking resources than it has in the past, and it is reasonable for developer contributions to the Parking Fund to reflect these costs. Per the tentative agreement with the City, these 73 reserved spaces will revert to general public use outside of the reserved hours and will therefore be available to support other downtown uses.

At present, the City does not have plans to charge for general public use of the garage and the ongoing Downtown Alpharetta Parking Study is likely to recommend selected, strategic locations where pricing will be implemented or tested, focused on those areas of consistently high parking demand throughout the day. The Milton Avenue garage represents a more remote parking location from the core of downtown and is the kind of outlying parking that would serve as an alternative to the high-demand parking in the core. As such, parking is likely not only to be free of charge in this facility in the near term, but also available, especially during the business day. As suggested above, should the Project's uses need additional parking on an occasional basis, it is expected to be available in other parts of the Milton Avenue garage or other public parking.

The team also recommends the following measures be taken to ensure the effectiveness of this proposed parking ratio:

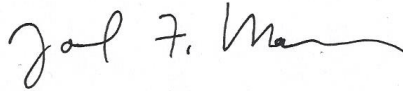
- Provide secure, covered on-site bicycle parking and a shower area for office tenants, thus taking advantage of the Alpha Loop and the City's investment in active transportation infrastructure;
- *Unbundle* parking from commercial leases, meaning that all or a portion of parking intended to support a given commercial space would not be included as reserved in its lease, which may also include opt-out clauses or other lease terms and conditions that allow a tenant to 'return' parking spaces after a shorter-term time period to a shared supply if the tenant wishes no longer to use them; and
- Encourage use of *parking cash-out* programs with tenants in the lease, wherein an employer pays or reimburses employees who do not drive and use parking. The City or the Project applicant (or its future successors) may coordinate with Georgia Commute Options, the regional transportation demand management program managed by the Atlanta Regional Commission, to help promote use of these programs and perhaps even secure funding resources to assist in their implementation.

The team also encourages the building owner to target office users that have lower parking demands based on their space utilization, employee demographic, or corporate culture. The City, applicant and any future owners of the property should also work to encourage strategies as outlined above to reduce parking demand and encourage carpooling, teleworking or non-driving access to work.

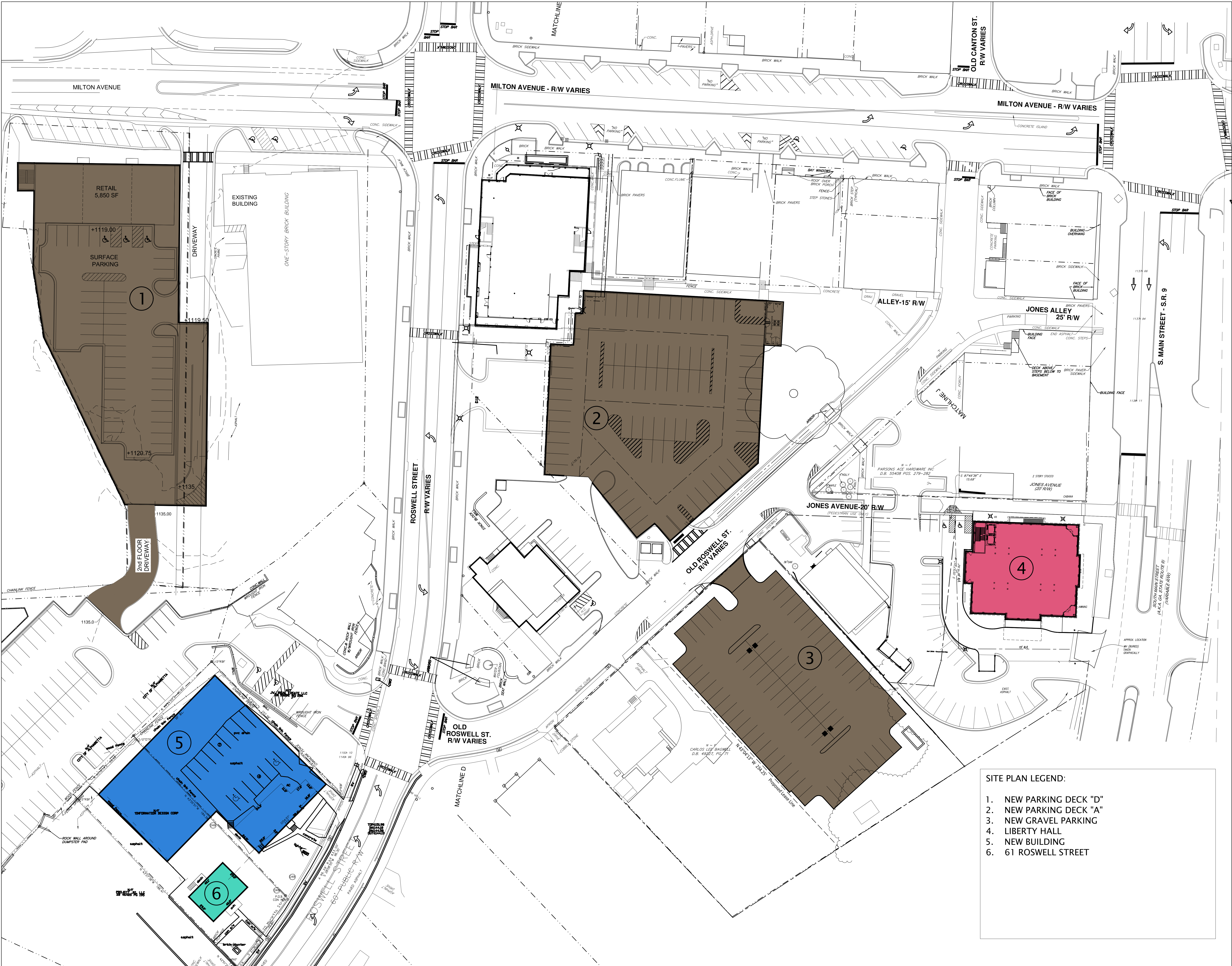
Best regards,



Caleb Racicot
TSW



Joel Mann
Nelson\Nygaard Consulting Associates



City of
Alpharetta

Alpharetta, GA 30009

ARCHITECT
D. TRACY WARD
EST. 1993

GENERAL NOTES:
1- This architect and/or architectural firm is not contracted to provide Construction Administration services for this project (unless noted otherwise).
2- This architect and/or architectural firm is not contracted to provide waterproofing details & specifications for this project (unless otherwise noted).



THIS DRAWING IS THE PROPERTY OF BENCHMARK DESIGN, P.C., ARCHITECTS AND IS NOT TO BE REPRODUCED OR COPIED IN WHOLE OR IN PART, THE DIMENSIONS OF WHICH ARE 1/4" = 1' - 0". IT IS ONLY TO BE USED FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON AND IS NOT TO BE USED ON ANY OTHER PROJECT WITHOUT WRITTEN PERMISSION FROM THE ARCHITECT. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL FIELD MEASUREMENTS, QUANTITIES AND DIMENSIONS AND RELATED FIELD CONSTRUCTION DETAILS.

Design Professional D. Tracy Ward, GA #8230

Issue Date 8/23/2017

Date Description

Project Name Alpharetta Master Plan

Project Number 16014

Drawn by RGS/JJB

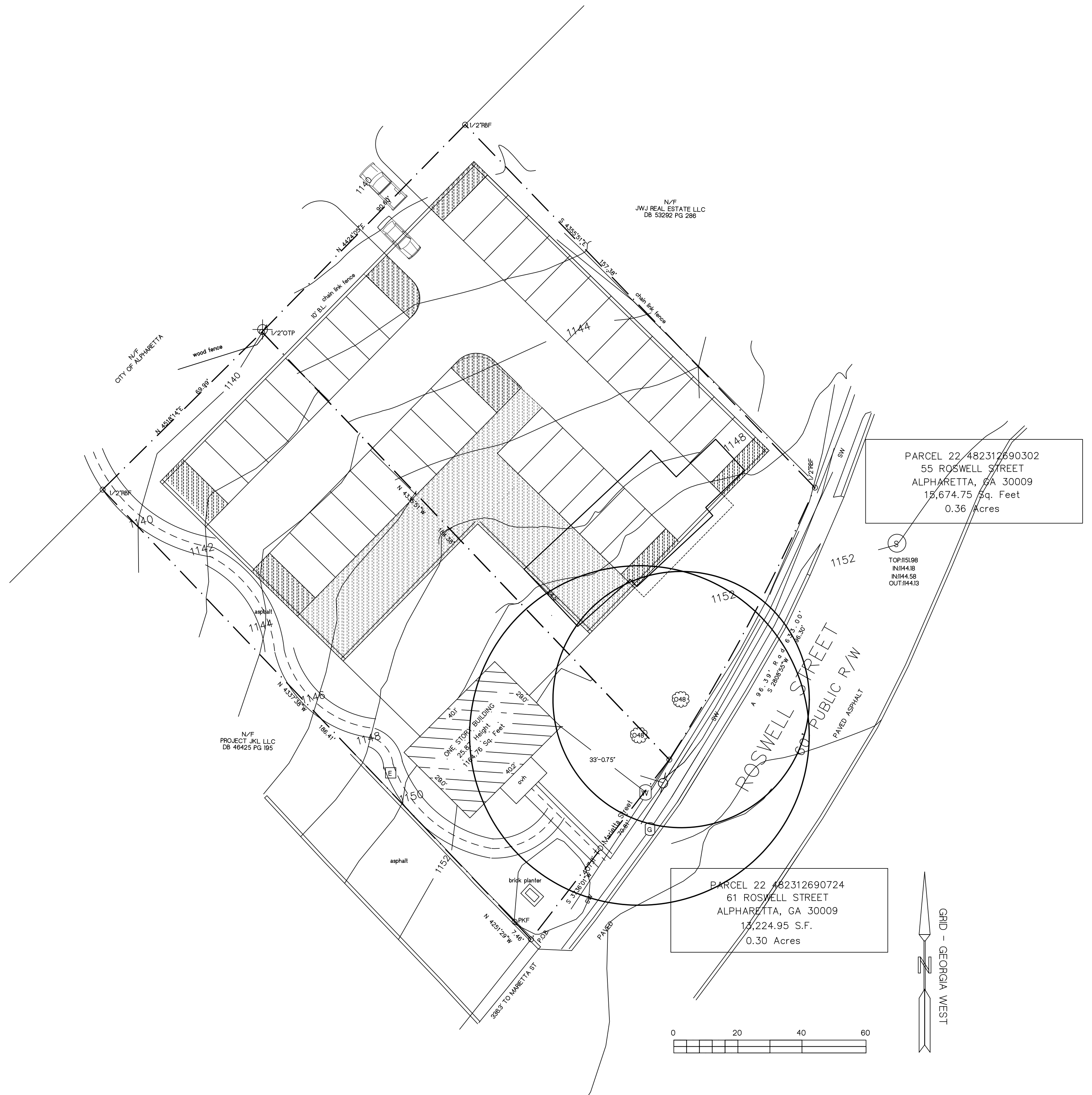
Designed by DTW

Checked by DTW

Description Roswell Street Proposed Plans

Sheet Number

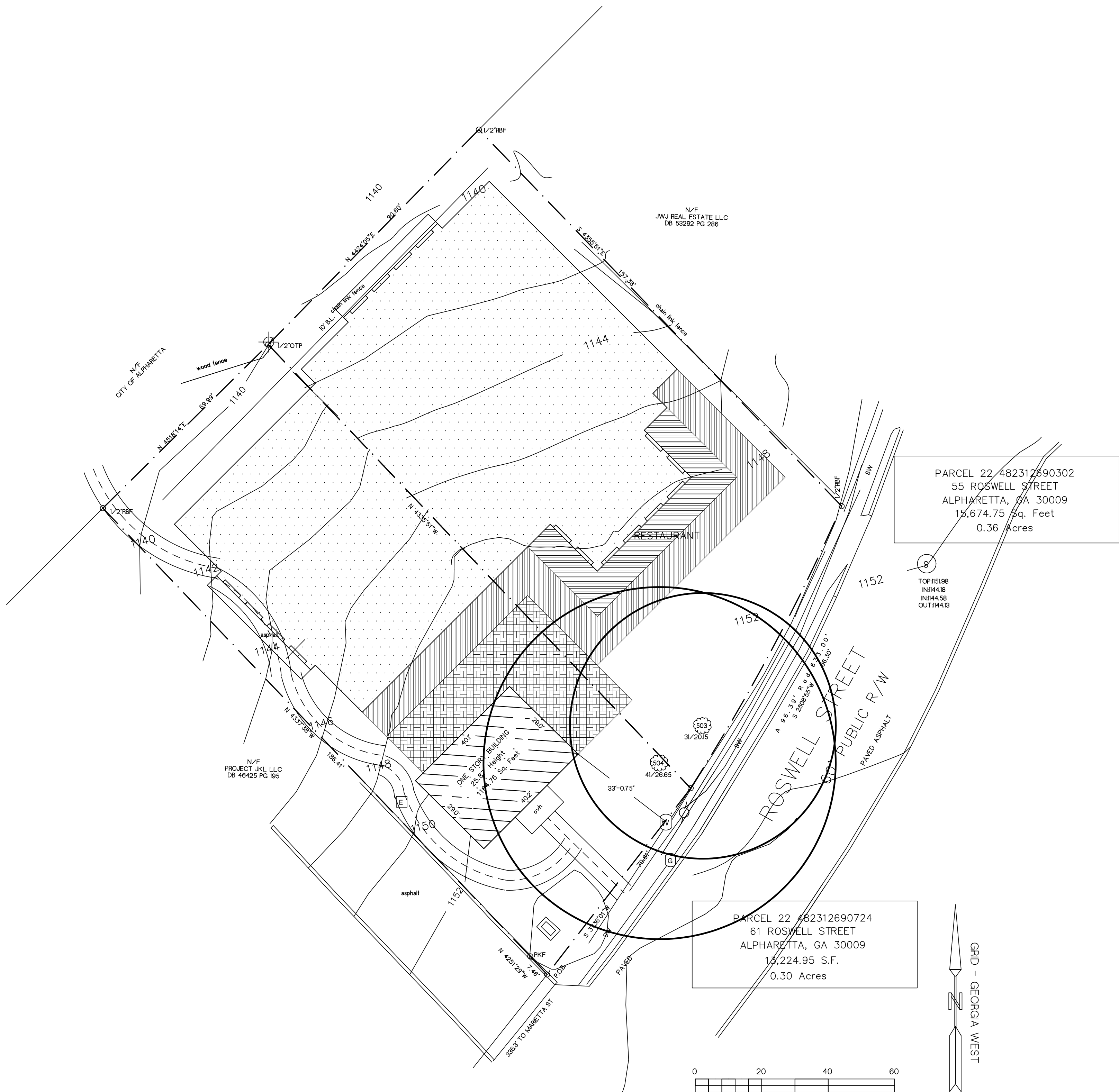
A.3



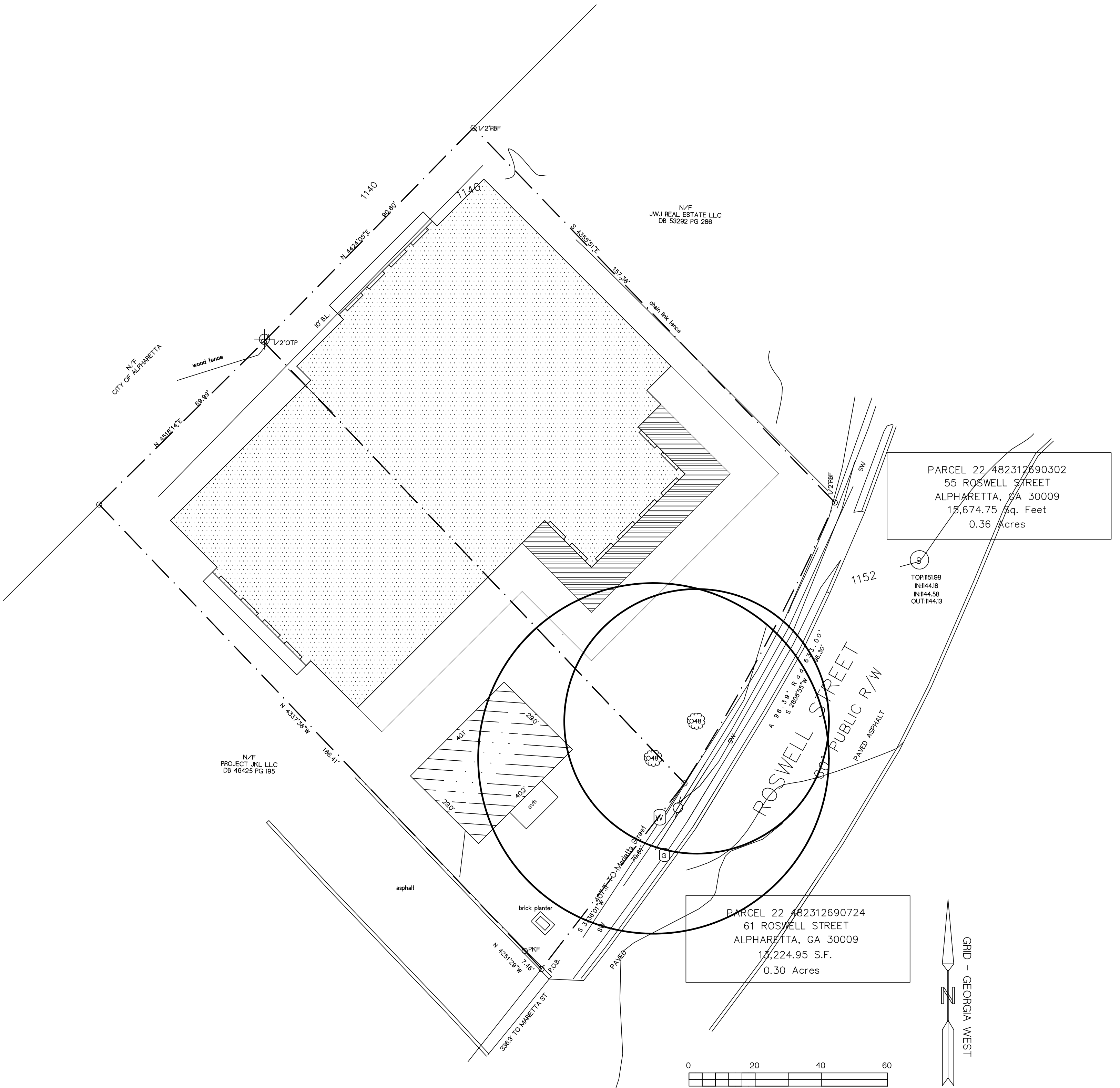
LOWER LEVEL - parking

approx. 37 cars

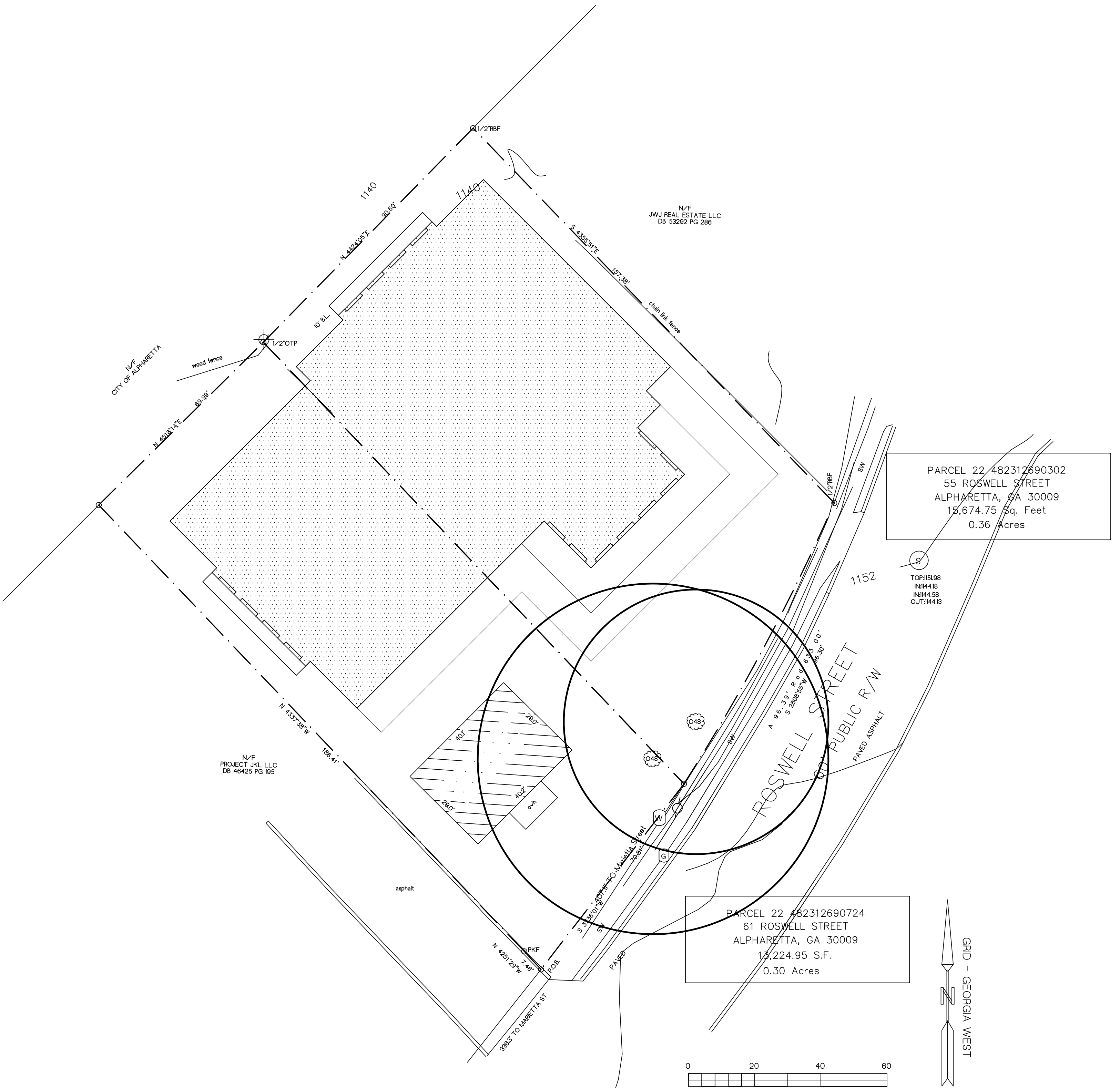
Floor Elevation: 1140 (12')



STREET LEVEL - office & restaurant
approx. 13,000sf & 3,000sf
Floor Elevation: 1152 (16')



SECOND LEVEL - office use
approx. 14,000sf w/ rooftop area
Floor Elevation: 1168 (13')





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: 55 Roswell St & 61 Roswell St - Application for variances from C2 parking/height requirement

Contact Name: InTown Legal (Turner) LLC

Telephone: 404-457-2076

Please describe comments and concerns provided by any and all individuals contacted as part of the Citizen Participation Program. If any individuals provided written correspondence, please attach copies of same to this report (*Please note: a copy of the correspondence received to date is attached*).

To date, the only concern expressed relates to notice from the City and a nearby property owner having not received formal notice of the application. Applicant reserves the right to supplement and update this Form as additional input from the community is received.

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

☒ Letter

Personal Visits

Telephone

Group Meeting

Email

Other (Please Specify) _____

Attach a list of people who have been notified of this application and provided information describing the subject proposal. Please note that ALL adjoining property owners MUST be notified. (*Please note: materials accompany this cover by separate attachment*).

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.

Authorized Agent: InTown Legal (Turner) LLC

Date: September 28, 2017

By: Robert H. Turner III

September 18, 2017

Name
Address
City, State Zip

Re: Public Hearing Application PHA170030 - Variance Application by Park Plaza Partners, for 55 Roswell Street and 61 Roswell Street, Alpharetta, Georgia; requesting variance from C-2 Zoning parking requirements (seeking variance for reduction in required number of on-site parking) and height restrictions (seeking variance to exceed height limitations) (collectively, the "Application")

Dear Property Owner:

Park Plaza Partners, LLC (Applicant), is the owner of 55 Roswell Street, and 61 Roswell Street, Alpharetta, Georgia (combined, the two parcels equate to approx. 0.66 acres). Applicant has filed an application with the City of Alpharetta seeking a variance from the C-2 zoning classification for on-site parking and height restrictions in order to raze the existing structure at 55 Roswell Street and construct a new 4-story retail/restaurant/office mixed-use building. Applicant intends to preserve the existing structure on 61 Roswell Street.

The City Council hearing on the Application is scheduled for October 23, 2017, at 6:30pm at City Hall. If you have questions or would like additional information, please contact Rob Turner at 404.457.2076, or via email at Rob@InTownLegal.com, and his address is 2297 Nesblitt Drive, Suite 100, Atlanta, Georgia 30319.

A public participation meeting will be held at 6pm on October 10, 2017, in the rear of 61 Roswell Street. This meeting is not the public hearing. The purpose for this meeting is to provide neighbors and interested parties with the opportunity to meet with Applicant's representatives, ask questions and voice concerns.

A copy of the preliminary site elevation is enclosed for your consideration but please note this is preliminary and there may be minor refinements as the design is finalized.

Warm regards,

InTown Legal (Turner) LLC



Robert H. Turner III

Enclosure

DRAFT



CITY OF ALPHARETTA

PUBLIC HEARING

APPLICATION

FOR OFFICE USE
ONLY

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: Robert H. Turner III (Rob) / InTown Legal (Turner) LLC

Telephone: 404-457-2076

Address: 2297 Nesbitt Drive

Suite: 100

City: Atlanta

State: GA

Zip: 30319

Fax: N/A

Mobile Tel: same as # listed above

Email: Rob@InTownLegal.com

Subject Property Information:

Address: _____ 55 Roswell
Street AND 61
Roswell Street Current Zoning: _____ C-2

District: 2

Section: 2

Land Lot: 1269

Parcel ID: _____

Proposed Zoning: C2 Current Use: Single story office (55 Roswell St) & vacant structure (61 Roswell St)

This Application For (Check All That Apply):

Conditional Use

Master Plan Amendment

Rezoning

Master Plan Review

X variance

Public Hearing _____

Comprehensive Plan Amendment

Other (Specify). _____

APPLICANT REQUEST AND INTENT

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

Construction of a Class A Mixed Use four (4) story building, which shall consists of approximately 16,000 sq ft ground level retail/restaurant/office, approx 14,000 sq ft second floor office, approx 13,000 third floor office and approx 13,000 fourth floor office (collectively, the new construction on the Subject Property is referred to herein as the "Project").

Applicant's Request (Please itemize the proposal):

A variance from the C-2 Parking requirements to reduce the amount of available parking spaces required for the Project.

A variance to exceed the C-2 height restrictions for construction of the Project. More specifically, a height variance of 17.40' feet is anticipated, giving a total height of 57'4" feet as measured from the front (East) facade grade.

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

Applicant intends to preserve the structure at 61 Roswell Street which is the oldest building in downtown Alpharetta. By preserving the 61 Roswell Street structure, Applicant will create an irregular and narrow footprint on the Subject Property that is available for constructing the Project. This irregular footprint creates significant physical and economic limitations on Applicant's ability to develop and improve the remainder of the Subject Property, necessitating the requested variances in this Application.

With respect to the current structure situated at 55 Roswell Street, Applicant intends to demolish/remove the existing structure and improvements. A grant of the requested variances from the C2 parking and height requirements will facilitate construction of the Project, bringing to Downtown Alpharetta additional street level retail and office space capacity within walking distance from the City's central business core.

The two parcels (55 and 61 Roswell Street) are small (combined acreage is approximately 0.66 acre) and will not support redevelopment without the requested variances.

Applicant seeks assurances from the City of Alpharetta that the proposed parking deck to be constructed with entrances off Milton Avenue and Roswell Street (being also referred to as "Deck D" by the City) will be constructed and open to the public on or before December 31, 2018 (the "Deck"). With appropriate assurances from the City that the Deck will be constructed, Applicant intends to address the parking limitations at the Subject Property through:

- i) a contribution in the amount of \$985,000** to the City of Alpharetta's Parking Fund (to be paid as follows: 1) half paid to the City upon issuance of land disturbance permit, and 2) remainder paid upon issuance of the certificate of occupancy for the Project),
- ii) assurance that direct pedestrian access from the Deck will be provisioned through to the Project to Roswell Street,
- iii) ability to construct (at Applicant's sole cost/expense) direct and covered access from the Project to the Deck (note: design to be mutually agreed up on by Applicant and City); and
- iv) Signed 99 year contract (or similar agreement) with the City confirming the top level of Deck D (minimum of 73 spaces) will be exclusive and have controlled access by Applicant between the hours of 7am and 4pm Monday to Friday. Cost of controlling access to be at applicant's sole expense in addition to the parking fund contribution.

The maximum available parking spaces on-site are 37, necessitating the remaining spaces being available through the Deck.

** With respect to the proposed one-time contribution amount of \$985,000 by Applicant, Applicant reserves the right to reduce the proposed contribution amount to the extent of any reduction in total square footage for the Project, where any

such reduction in the proposed contribution amount will be based on the percentage that the square footage of the Project is reduced (based upon the current 56,000 sq ft estimated total).

Based on estimated tenant occupancy in the proposed building, significant current and future residential spaces within walking distance and close proximity to the Alpha loop, total vehicle parking needs are expected to be covered by the 110 spaces (37 onsite and 73 in Deck D). Without limiting the foregoing, Applicant intends to provide on-site bicycle parking in the proposed building to foster early adoption and use of the Alpha loop.

Park Plaza Partners, LLC

Address: Suite:
15144 Taylor Road

City Milton

State: GA

Zip: 30004

Authorization:

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

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

Annexation

Special Use

Rezoning

Conditional
Use

X Variance

Master Plan

Land Use Application

Other

Identify Authorized Applicant:

Name of Authorized Applicant: InTown Legal (Turner) LLC / Robert H. Turner III
Address: 2297 Nesbitt Drive

Telephone: 404-457-2076
Suite: 100

9.20.17

2ND AMENDED APPLICATION

V-17-21
55 & 61 ROSWELL ST

City Atlanta

State: GA

Zip: 30319

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 (36-67 A-1).

Applicants must file this form with the City of Alpharetta Community Department within ten (10) days after filing for rezoning or public hearing. Opponents to a rezoning 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: Park Plaza Partners, LLC

Subject Public Hearing Case: Variance from C2 Parking & Height Restrictions: 55 Roswell Street and 61 Roswell Street

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: David Belle Isle

Position: Mayor

Description of Contribution: Campaign donation for Georgia Secretary of State (May 2017) Value: \$6,600

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

The Subject Property is located within Downtown Alpharetta and the proposed Project will be a compatible and complementary use with surrounding properties and businesses.

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

The Project will enhance and complement the usability and value of surrounding properties by increasing commercial traffic, potential consumers and commercial tax base, creating a synergistic increase in commerce for Downtown Alpharetta area businesses.

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

No, the current parking requirements and structural height limitations prescribed by the C2 zoning classification materially limit the ability of Applicant to develop the Subject Property in a manner consistent with the goals of the City's 2030 Comprehensive Land Use Plan.

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

Assuming the Subject Property is developed as contemplated with the Project/ it is not clear whether the expected commercial tenants will be local (and thus no increase to the population) or will be new to the area and require relocation by their employees. A traffic generation report is enclosed with this application and is incorporated herein by reference.

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

The proposed use will have no anticipated impact on schools other than, potentially, relocation of employees to the Alpharetta area. With respect to impact on utilities, the impact of the proposed development of the Subject Property and utilities will be in keeping with projected growth.

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

The proposed use by the Project is consistent with the Comprehensive Plan and the Future Development Map. The Subject Property is located within Downtown Alpharetta and with its planned mix use (retail and office) at the Project and the proposed architectural look/feel, the Project will certainly be reflective of both architectural diversity and will include the walkability that is encouraged by the City.

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

Please see the earlier statement of intent regarding the contemplated preservation of the 61 Roswell Street structure on the Subject Property. With the planned preservation of the building, the Applicant's ability to develop the Subject Property will be significantly limited without the requested variances.

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.

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

Existing property conditions on the Subject Property include size, location and configuration, all of which are contributing to seeking the requested variances. As stated herein, the foregoing extraordinary conditions are attributable to both the proposed preservation of the structure at 61 Roswell Street, together with the remaining and extremely limited usable envelope for new construction that is caused by preserving the structure. Further, alignment of the Roswell Street curb cut and the topographical slope of the property (downward from Roswell Street toward the rear of the property) all materially limit the available parking and height envelope at the site, thus necessitating the requested variances. Unless the requested variances are approved, the Subject Property cannot be developed in an economically viable manner.

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

Yes. Without the requested parking and height variances, it will extremely difficult to construct a building that maximizes the available office space needed in the Downtown Alpharetta core, that blends with the surrounding environment and that meets the City of Alpharetta's development criteria set forth in the 2030 Comprehensive Land Use Plan.

The Project will further complement the surrounding properties and expected development with materials and scale. Further, the Project will be located along the back side of the sidewalk in keeping with the 'downtown merchant' style that is so prevalent in Downtown Alpharetta. Additionally, the Project is also designed to complement the other new projects in Downtown Alpharetta near City Hall.

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

The Subject Property is a total of approx 0.66 acres that includes the 61 Roswell Street building the City has identified as critical to preserve. With its current contemplated plans to preserve and use the 61 Roswell Street structure, Applicant will be left with a **severely restricted** building envelope for constructing the Project. Unless the requested parking and height variances are approved, future development on this Subject Property will be significantly limited.

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.

Applicant anticipates that rather than causing any form of detriment to the public good or impairing the purpose of the Zoning Code, that the Project will improve and further enhance the evolving look/feel of Downtown Alpharetta. More specifically, removing the existing single story office at 55 Roswell Street will improve the value of the surrounding properties, and the Project will almost certainly enhance the aesthetic of Roswell Street, thereby improving the surrounding property values. Taken with the planned preservation of the structure on 61 Roswell Street, the Project supports the City's adopted Comprehensive Plan goals of redevelopment and targeted mixed use areas in Downtown Alpharetta.

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: 55 Roswell Street & 61 Roswell Street - Application for variances from C2 parking/height requirements

Contact Name: InTown Legal (Turner), LLC

Telephone: 404-457-2076

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 w/in 500' of Subject Property

City Officials

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

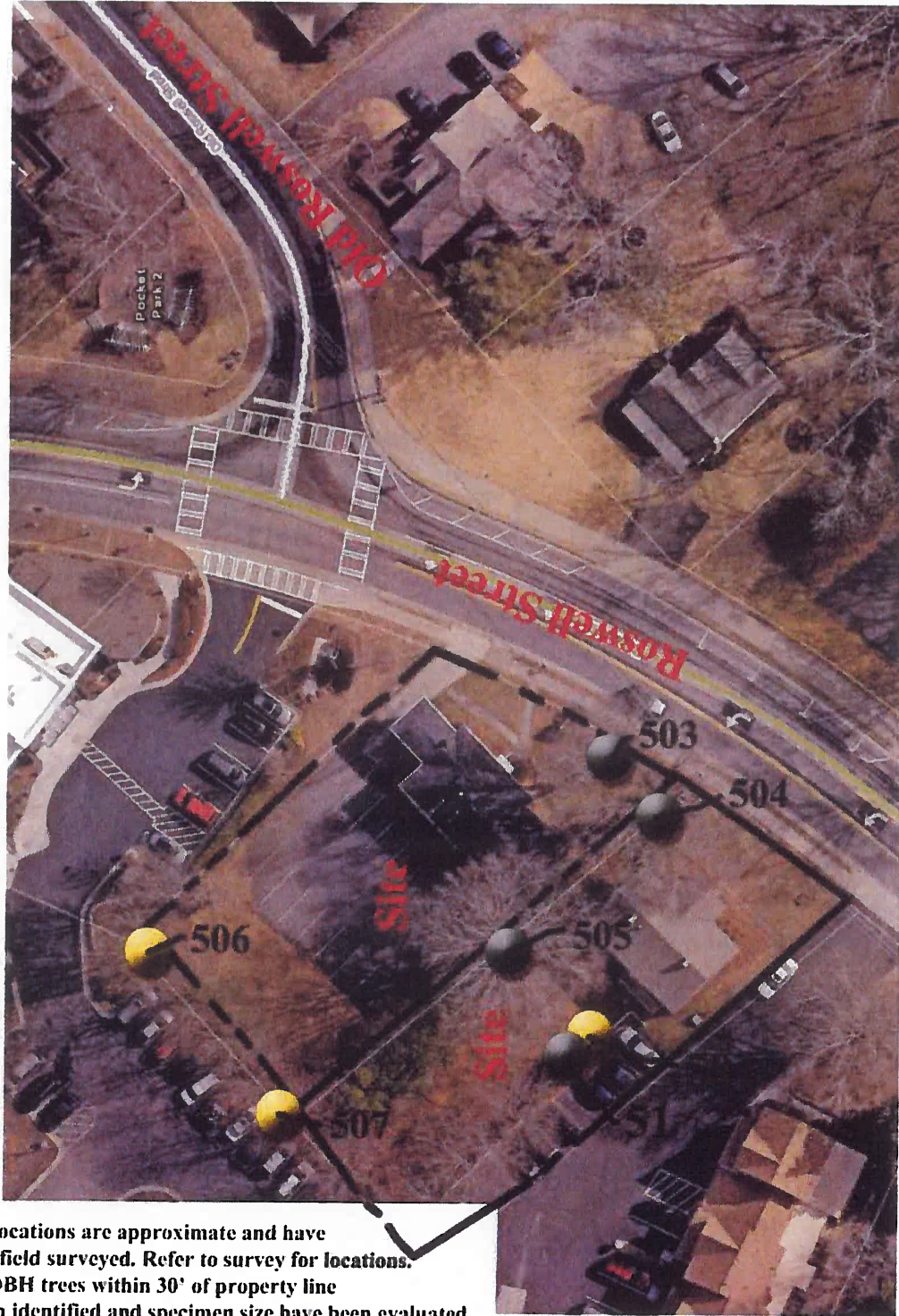
Group Meeting

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.

Appendix A Specimen Analysis						
Tree #	Size/ Species	Health Condition	Structural Condition	Specimen	Comments	Photo # (See Attached)
50	10" Crape Myrtle	Poor	Poor	No	In decline with tip die back. Improper past pruning causing gnarled trunks. Decay in crotch of trunk	3
51	17" Crape Myrtle	Good	Good	Yes		



Notes:

- All tree locations are approximate and have not been field surveyed. Refer to survey for locations.
- All 20" DBH trees within 30' of property line have been identified and specimen size have been evaluated.



Specimen



Non-Specimen



North

Not To Scale

Specimen
Location Plan

Revised: 04-25-17

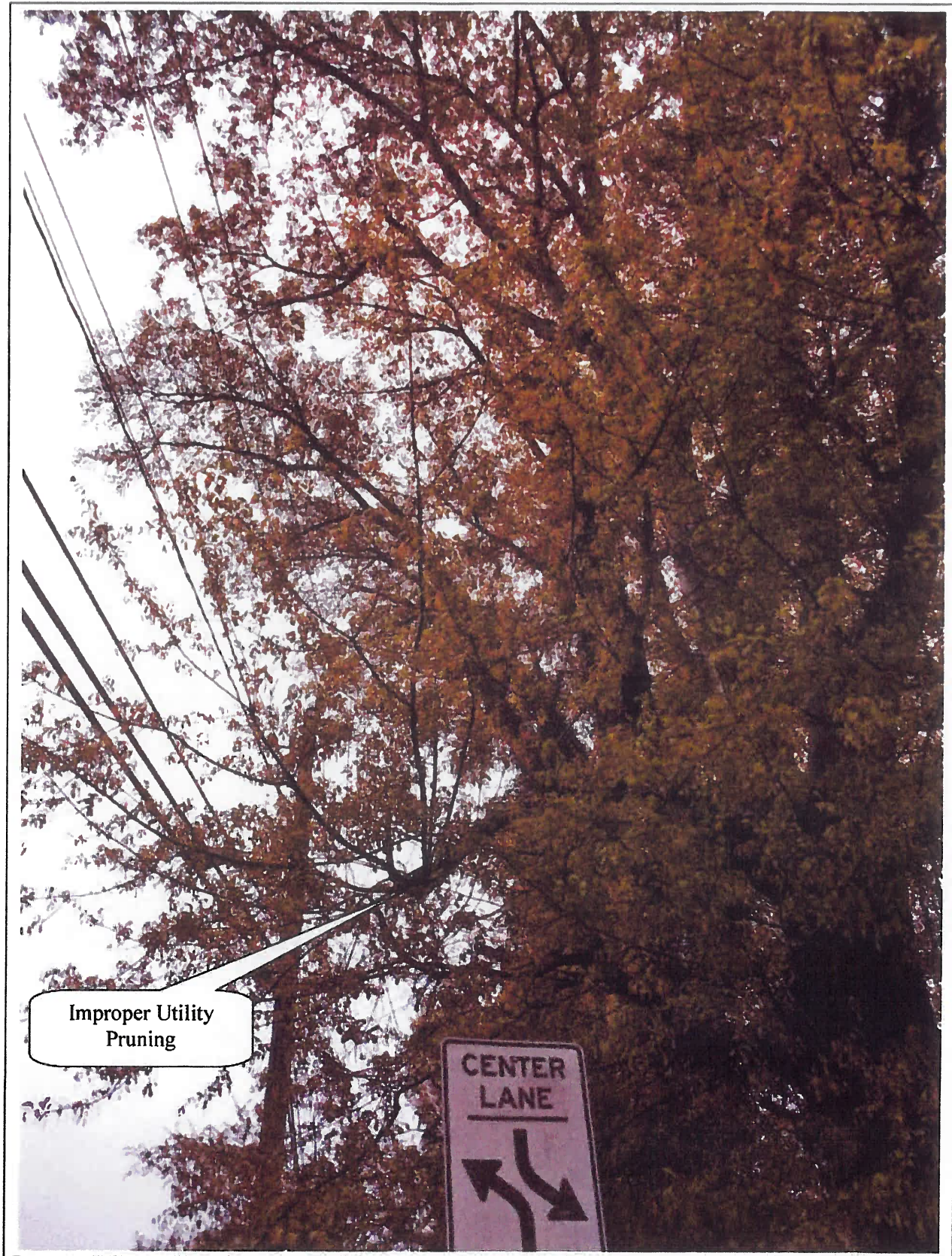


Photo 1

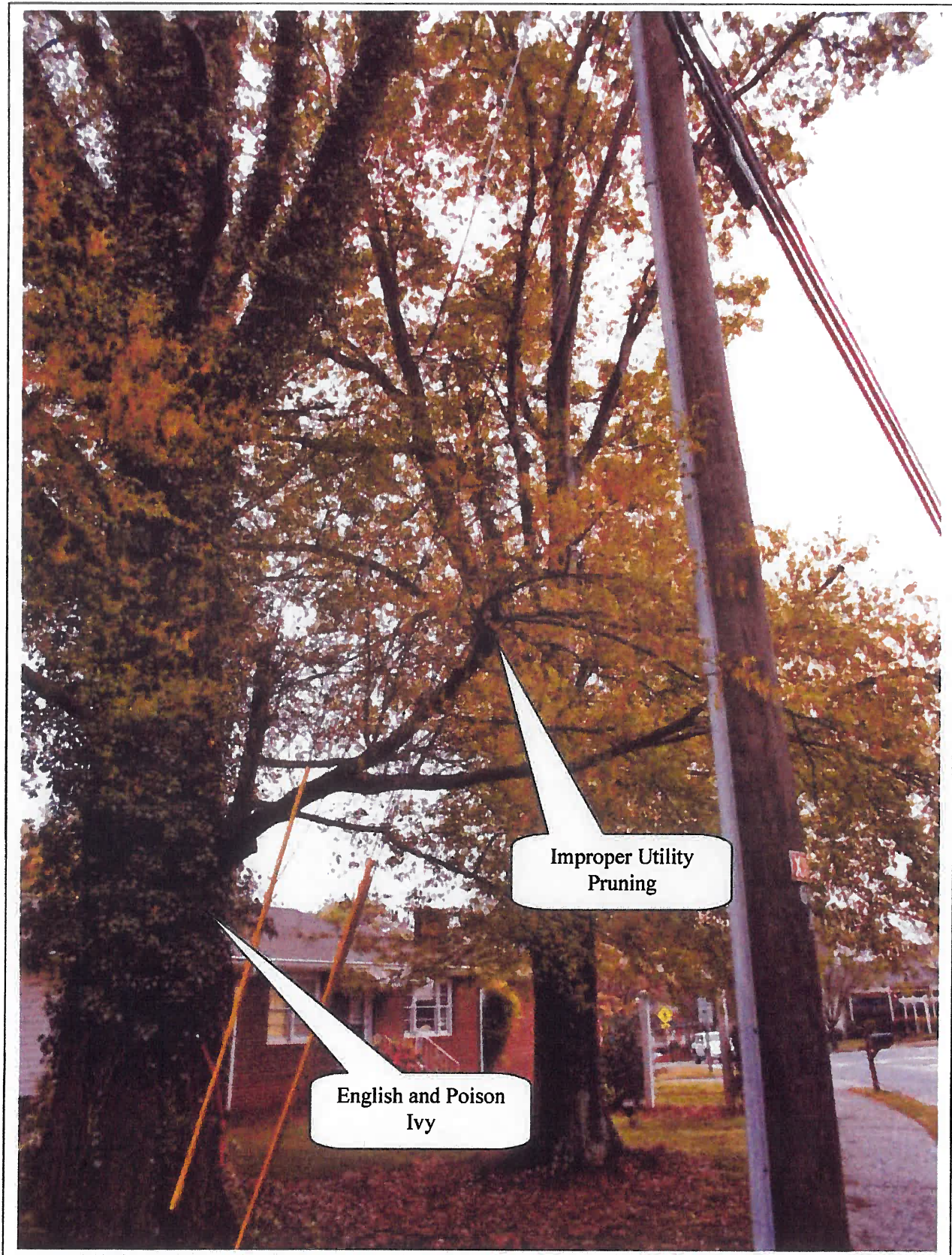
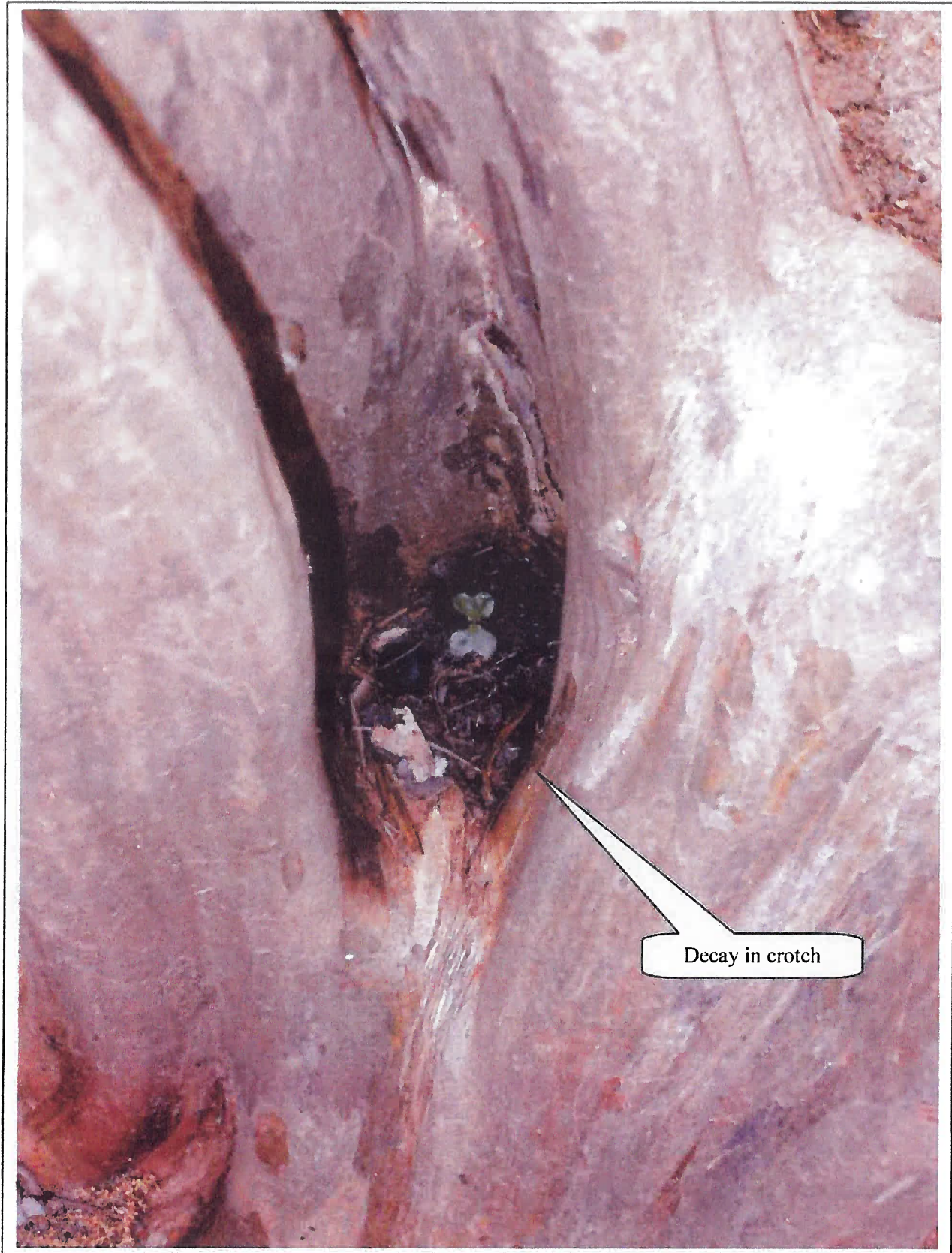


Photo 2



Decay in crotch

Photo 3



Planners • Engineers

May 26, 2017

Brian Burks
Associate Vice President
MBRE Healthcare
1800 Howell Mill Road, Suite 110
Atlanta, GA 30318

RE: **Roswell Street 55 & 61 Development Trip Generation**

Dear Mr. Burks:

The proposed Roswell Street 55 & 61 development is a 60,000-square foot multi-story office building consisting of 56,500 square feet of office use and a 3,500-square foot restaurant/retail use area. The Institute of Transportation Engineers (ITE) *Trip Generation Manual, 9th Edition*, was used to estimate the development's trip generation. Following ITE guidance, the two uses were grouped together under Land Use 710 (General Office Building). Specifically, the *Manual* states that "An office building or buildings may contain a mixture of tenants including...a restaurant or cafeteria and service retail facilities." The development's generated daily (weekday), AM peak hour, and PM peak hour trips are shown in Table 1. Furthermore, ITE's *Trip Generation Handbook, Second Edition*, states in its chapter on multi-use developments that "office buildings with support retail or restaurant facilities contained inside the building should be treated as **general office buildings** (Land Use Code 710) because the trip generation rates and equations already reflect such support uses." Accordingly, the development's trip generation is not subject to further multi-use development internal trip capture calculations.

Table 1 Trip Generation

Development (Trip Type)	Size	ITE Code	Daily Trip Ends	AM Peak Hour Trip Ends Enter / Exit (%) / (%)	PM Peak Hour Trip Ends Enter / Exit (%) / (%)
General Office Building	60,000	710	891	112 / 15 88% / 12%	25 / 121 17% / 83%



However, given the contextual setting of this development in a livable town center (one of the Atlanta Regional Commission's Livable Centers Initiative communities), *motor vehicle* trip generation will be reduced by the walkable (and future bikeable) nature of the surrounding district, thus shifting a portion of the development's external trips to use active transportation modes. This mode shift reduces the impact of the development on the surrounding transportation network and reduces on-site parking needs.

Sincerely,


Theodore A. Petrits, P.E., PTOE
Georgia Registration # 022984
May 26, 2011




CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT
SUBMITTED BY: KATHI COOK
DRAFTED BY: MICHAEL WOODMAN

I. AGENDA ITEM TITLE: CU-17-10 HALPERN EQUESTRIAN CENTER/1200 RUCKER ROAD

CITY COUNCIL: OCTOBER 23, 2017

This item was heard at the October 5, 2017 Planning Commission meeting. One neighbor spoke against the request. After discussion, the Planning Commission recommended to approve the item, subject to staff conditions. Vote (7-0)

II. RECOMMENDATION:

Approve CU-17-10 Halpern Equestrian Center/1200 Rucker Road, subject to the following conditions:

1. 'Equestrian Center' shall be added as a conditional use at 1200 Rucker Road.
2. The conditional use to allow equine-assisted therapy shall be approved, but shall cease when the property is sold or transferred.
3. ADA compliant restrooms shall be provided on the site, as approved by Staff.
4. If lighting is proposed in conjunction with the equestrian center use, a photometric plan shall be provided to the City for review and approval. Spillover light shall not exceed one half (0.5) of one foot-candle when measured six feet above grade at the residential property line.
5. Hours of operation shall be Monday through Saturday 9:00 AM to 5:00 PM.
6. Maximum 12 square foot sign shall be permitted for the business.

III. REPORT IN BRIEF:

The applicant, Leslie Halpern, is requesting a conditional use permit to allow 'Equestrian Center' for an equine-assisted therapy business on a 9-acre residential property. The business includes various therapies that involve interactions with horses for individuals with and without special needs, including those with physical, cognitive and emotional issues. The subject property is located at 1200 Rucker Road on the north side of Rucker Road and east of Charlotte Drive.

DISCUSSION

The submitted request, if approved, will permit the applicant to provide equine-assisted therapy services. The business includes various therapies that involve interactions with horses for individuals with and without special needs, including those with physical, cognitive and emotional issues. The subject property is located at 1200 Rucker Road on the north side of Rucker Road and east of Charlotte Drive.

The property is zoned R-15 (Dwelling, 'For-Sale', Residential), which allows 'Equestrian Center' with approval of a conditional use permit. The 9-acre property is developed with a single-family home, barn and riding arena. Surrounding properties are zoned R-15 to the east and south, AG (Agriculture) to the north and south, and R-12 (Dwelling, 'For-Sale', Residential) to the west. Laurelwood Farm subdivision is located to the west, Byers property to the north, Jennifer Oaks subdivision and 3.5-acre property with single-family home to the east, and Kingsport subdivision and single-family lot are located to the south.

The subject property has access from Rucker Road by way of a driveway at the southwest corner of the property. The driveway is gated; however, the applicant has stated that the gate is kept open during the day and there is sufficient room within the driveway for vehicles to stack while the gate is opened. The single-family home, barn and riding arena are situated at the north end of the property. A stream runs through the property from north to south before turning to the east along the southern portion of the property. The stream separates the riding arena from Laurelwood Farm subdivision to the west. Approximately seven (7) acres of the nine (9) acre property are heavily wooded, including the southern half of the property, as well as the western side of the property. The nearest adjacent single-family home to the riding arena is approximately 200' to the west in the Laurelwood Farm subdivision. A heavily wooded area and stream are located between Laurelwood Farm subdivision and the riding arena.

There are several properties in the general vicinity of the applicant's property with equestrian facilities, including the adjacent property to the east and several properties along Old Rucker Road and Mid Broadwell Road. However, it appears that there are no other equine-assisted therapy businesses operating in the City. Similar businesses have been identified in Johns Creek, Roswell, Milton and South Forsyth.

According to the applicant, the equine-assisted therapy business will provide therapeutic services using horses to serve those with special needs, including but not limited to children with autism, veterans and individuals with depression/anxiety, eating disorders and physical disabilities. Hours of operation are proposed to be Monday – Friday and possibly Saturday from 9:00 AM to 5:00 PM. The applicant anticipates up to two (2) employees (therapist) at the site seeing one (1) client at a time. Therapy sessions are approximately one (1) hour.

CONDITIONAL USE REVIEW CRITERIA

City staff has reviewed the applicant's request and compared it to the conditional use standards established in UDC Sec. 4.2.3 (B) which are as follows:

A conditional use otherwise permitted within a zoning district shall be considered to be compatible with other uses permitted in the district, provided that due consideration is given to the following objective criteria at a public hearing and satisfactory provisions or arrangements are made for:

1. Access into and out of the property with regard to traffic and pedestrian safety, volume of traffic flow, and emergency vehicles, as well as the type of street providing access;

Response: The property has access from a residential driveway on Rucker Road. The proposed use is a low traffic generator and should not have significant impacts to traffic in the area.

2. The extent to which refuse areas, loading and service areas, off street parking, and buffers and screening are provided on the property;

Response: The above-mentioned requirements will be provided on the subject property, as needed.

3. Ensuring that the conditional use will not be injurious to the use and enjoyment of the environment or of other property in the immediate vicinity or diminish and impair property values within the surrounding neighborhood;

Response: The proposed use would be fully contained within the existing barn and riding arena. The nearest home is approximately 200' to the east of the riding arena.

4. Ensuring that the conditional use will not increase local or state expenditures in relation to the cost of servicing or maintaining neighboring properties;

Response: Not applicable.

5. Ensuring that the conditional use will not impede the normal and orderly development of surrounding property for uses predominant in the area; and

Response: The proposed 'Equestrian Center' use would not impede the development of surrounding properties. The adjacent property to the east is zoned R-15 and includes equestrian facilities.

6. Ensuring that the location and character of the conditional use is considered to be consistent with a desirable pattern of development for the city, in general.

Response: The applicant's property is already developed with equestrian facilities and the adjacent property to the east is zoned R-15 and includes equestrian facilities.

CONCURRENCES

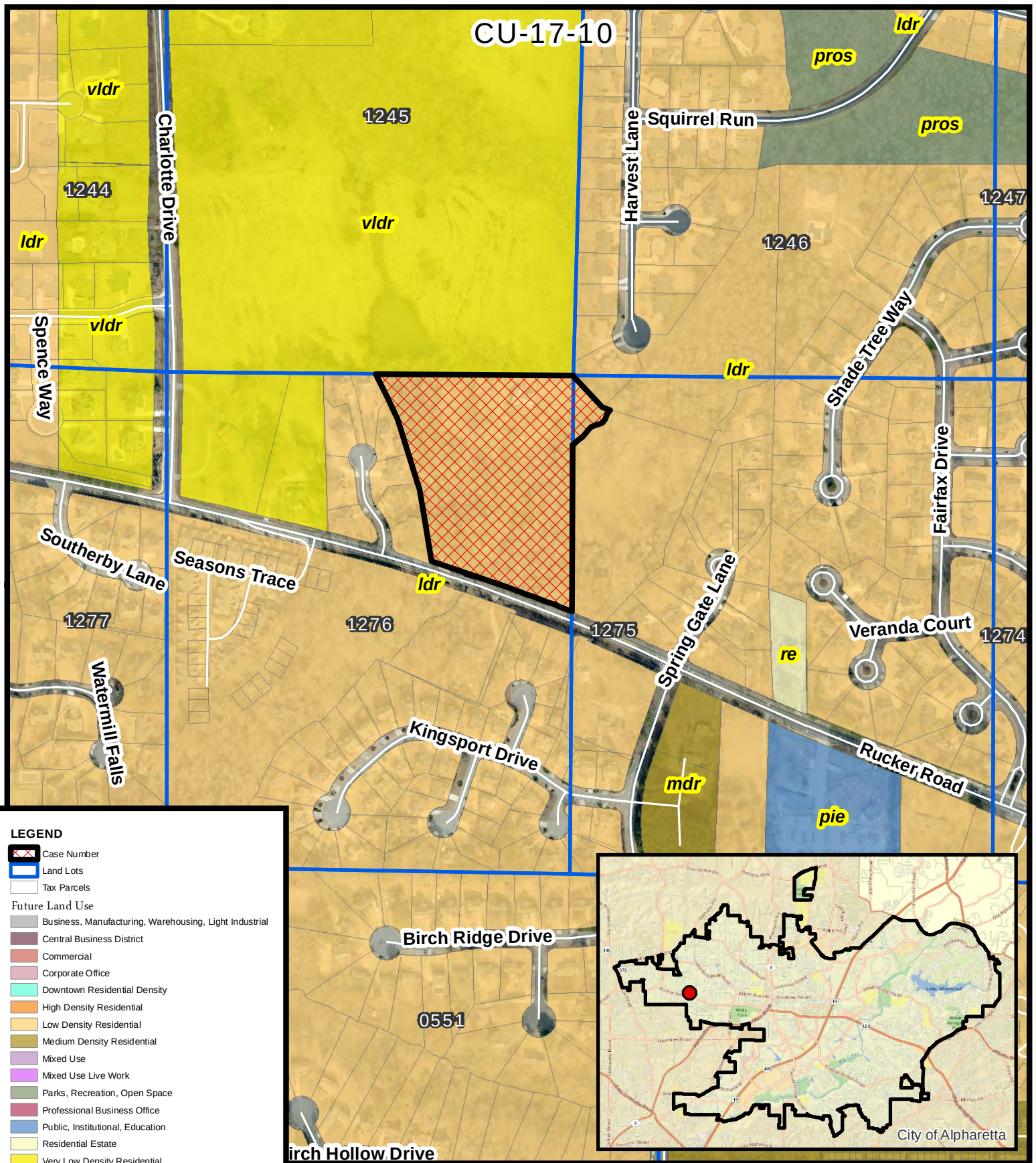
Staff's analysis finds that the requested conditional use is consistent with the established conditional use standards. The proposed use would not impact surrounding properties and the applicant proposes to use the existing barn and riding arena for the equine-assisted therapy business. The on-site stream and associated undisturbed buffers, as well as the lot being heavily wooded provides a natural screen between the proposed use and adjacent residential properties. If approved, conditions are recommended limiting the conditional use to the current property owner and limiting any expansion of services.

CITIZEN PARTICIPATION PLAN

The report submitted by the applicant states that property owners were contacted regarding the applicant's intent. The report states that no comments were received.

IV. ATTACHMENTS:

- Site Plan
- Equestrian Facilities Map

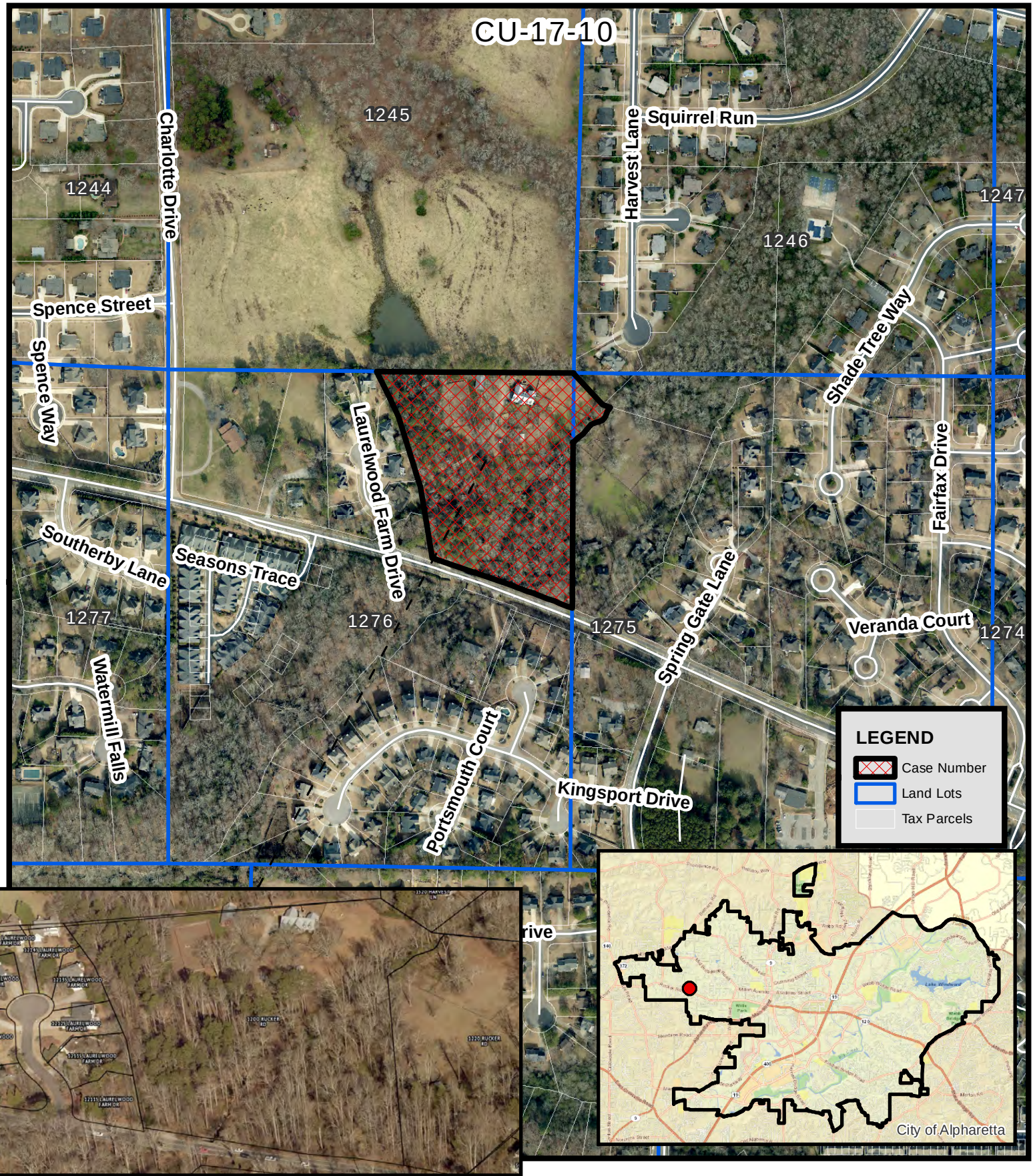


Future Land Use
Halpern Equestrian Center
1200 Rucker Road

CU-17-10
D/LL: 1/1/1275, 1276
PC: 10/05/17
CC: 10/23/17

Location Map Provided by:
Community Development - GIS



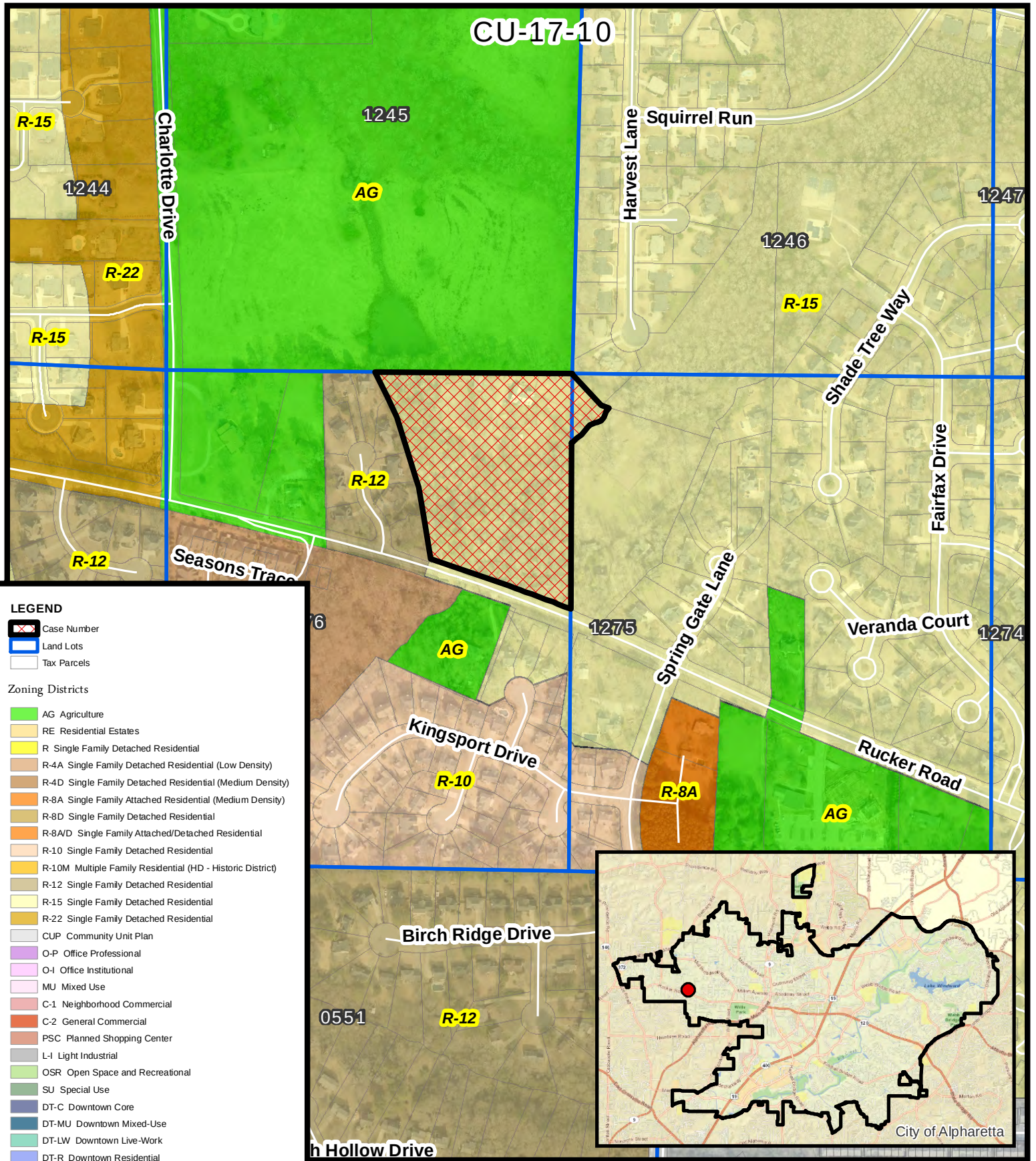


Aerial Map
Halpern Equestrian Center
1200 Rucker Road

CU-17-10
D/LL: 1/1/1275, 1276
PC: 10/05/17
CC: 10/23/17

Location Map Provided by:
Community Development - GIS



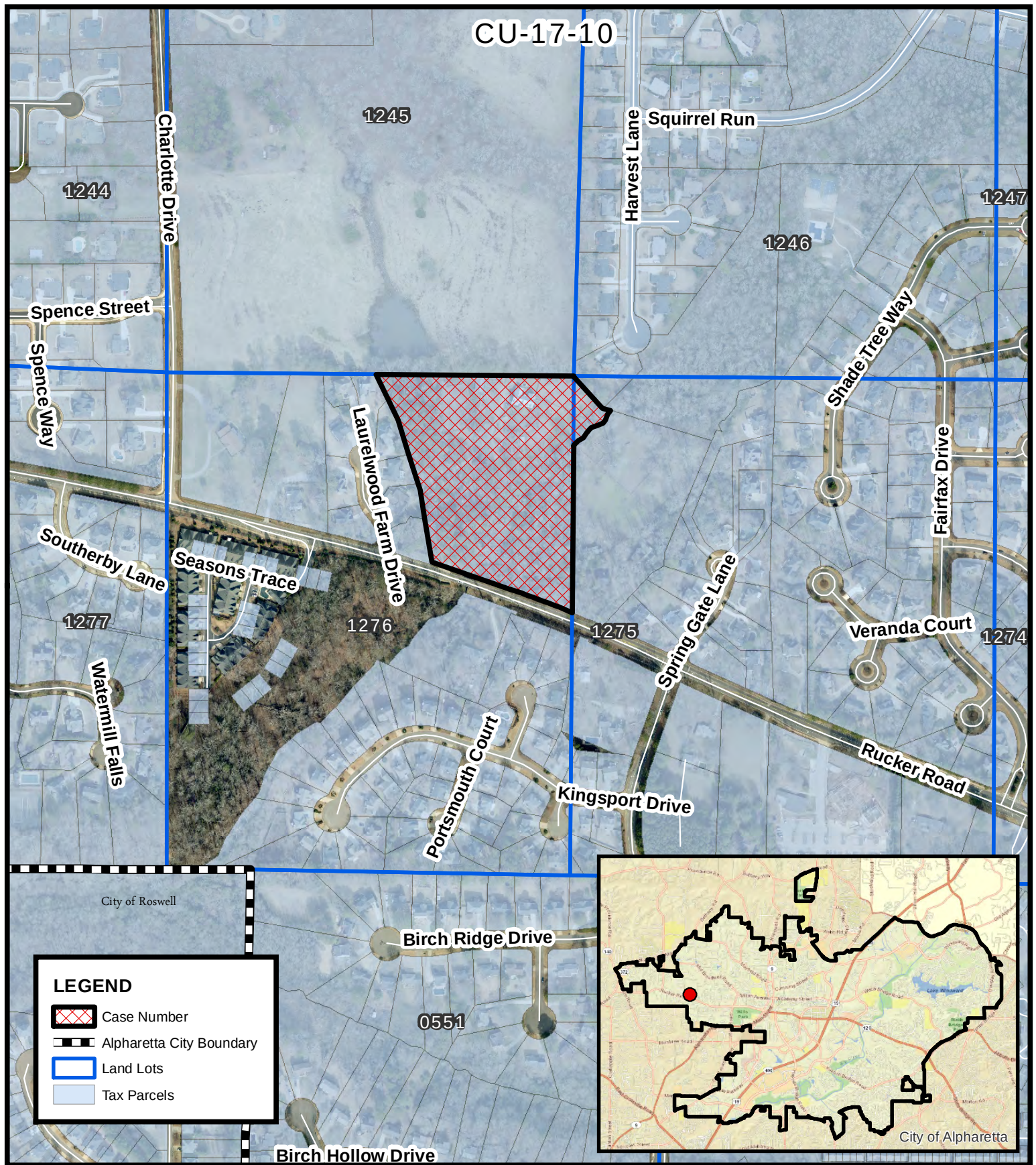


Zoning Map
Halpern Equestrian Center
1200 Rucker Road

CU-17-10
 D/LL: 1/1/1275, 1276
 PC: 10/05/17
 CC: 10/23/17

Location Map Provided by:
 Community Development - GIS





Location Map
Halpern Equestrian Center
1200 Rucker Road

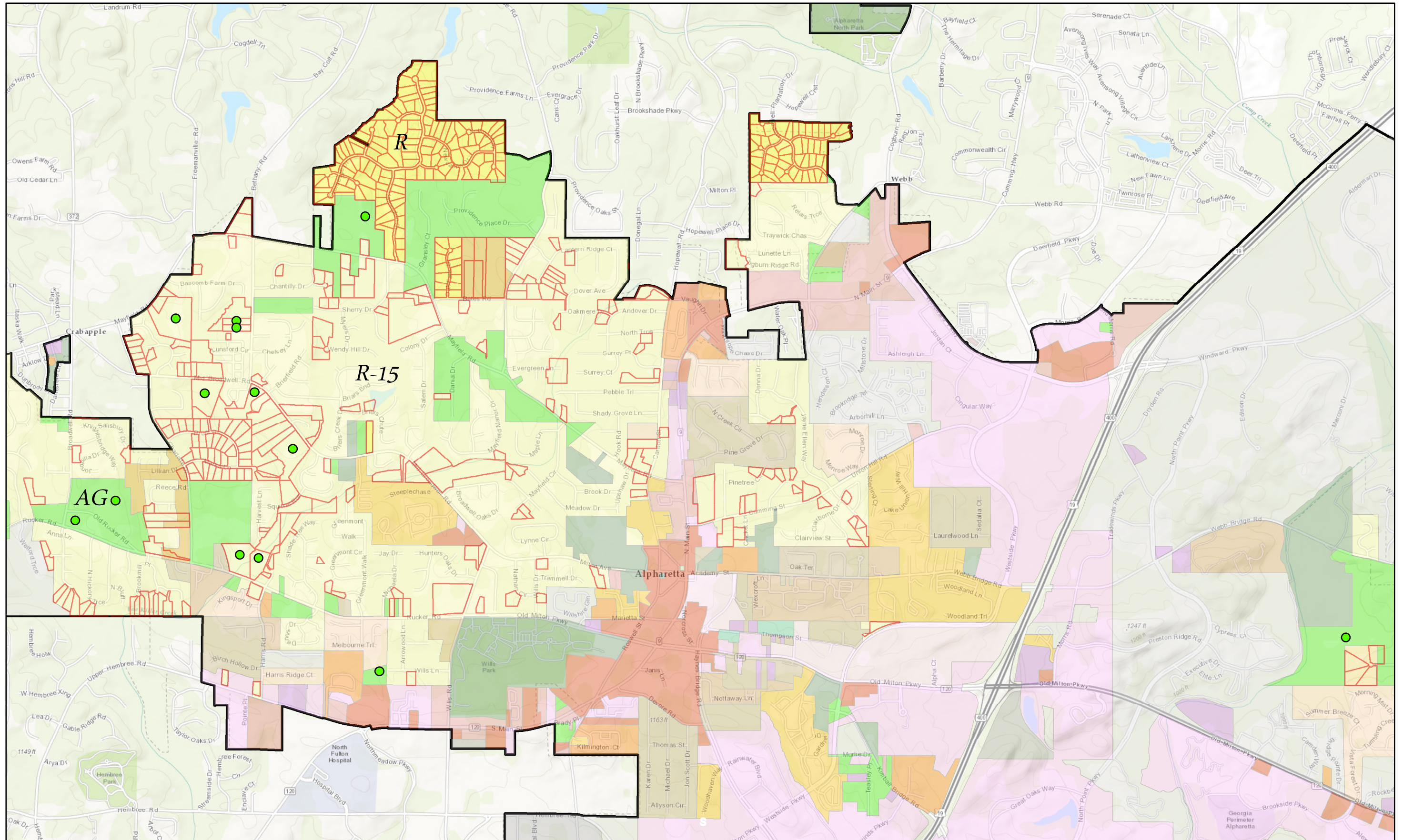
CU-17-10
D/LL: 1/1/1275, 1276
PC: 10/05/17
CC: 10/23/17



Location Map Provided by:
Community Development - GIS



Alpharetta Properties and Horse Facilities



☐ *Parcels 1 Acre and larger zoned RE, R, R22, and R-15*



- Existing Horse Facilities

CITIZEN PARTICIPATION FORM - PART B

CU-17-10 Halpern Equestrian Center

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: 1200 Rucker Road

Contact Name: Leslie Halpern Telephone: 770-712-3234

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.

NO contact as of 9/15/17.

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: Leslie Halpern Date: 9/15/17

Print Form

August 25, 2017

Dear Neighbor,

My name is Leslie Halpern and I own the property at 1200 Rucker Road Alpharetta, GA 30004. I am writing to you as instructed by city of Alpharetta to share with you my intentions for my property. I currently have a small hobby farm at my property with wonderful animals of which I enjoy. I am applying for a Conditional Use Permit to allow an Equestrian Center on my property. This would allow me to utilize my property to provide animal therapy to special needs individuals. I want to assure you that there will be no noise or traffic impact to the community. There will only be one client at a time. I anticipate 5-10 clients per week to begin. My property is several hundred feet in from the street so there will be no visual impact as well.

My request for conditional use will be heard by the City's Planning Commission on Thursday, October 5, 2017 @ 6:30 PM and by the City Council on Monday, October 23, 2017 @ 6:30 PM. Both meetings will be held at the Alpharetta City Hall Council Chambers at 2 Park Plaza, Alpharetta, Georgia 30009. If you have any questions please do not hesitate to contact me at the email or phone number provided below.

Leslie Halpern
1200 Rucker Rd
lafisch@aol.com
770-712-3234

CU-17-10 Halpern Equestrian Center

MARSHALL KEITH & LISA
Or Current Property Owner
12120 LAURELWOOD FARM DR
ALPHARETTA GA 30004-6716

MERTEL RAYMOND F & MERTEL ANNA
Or Current Property Owner
500 SPRING GATE LANE
ALPHARETTA GA 30009

NAJARIAN ZAVEN & ANUSH
Or Current Property Owner
12110 LAURELWOOD FARM DR
ALPHARETTA GA 30004

PITTER ANDRE
Or Current Property Owner
595 KINGSPORT DR
ROSWELL GA 30076

REICH ROBERT RANDOLPH & REICH AMANDA
WESSELING
Or Current Property Owner
320 KINGSPRING CT
ROSWELL GA 30076

SESSIONS ERICA & SESSIONS WILSON
Or Current Property Owner
315 KINGSPRING CT
ROSWELL GA 30076

SHVARTSMAN JOSIF & TABAKHOVA LARISA
Or Current Property Owner
12115 LAURELWOOD FARM DR
ALPHARETTA GA 30004

STURGESS ROBERT W JR STURGESS SUSAN M
Or Current Property Owner
520 SPRING GATE LN
ALPHARETTA GA 30009

TAYLOR TREVOR J & TAYLOR BRENDA R
Or Current Property Owner
555 KINGSPORT DR
ROSWELL GA 30076

WEITZ JOHN J JR
Or Current Property Owner
1225 RUCKER RD
ALPHARETTA GA 30004

MC ENTIRE JERRY B
Or Current Property Owner
1220 RUCKER RD
ALPHARETTA GA 30004

MOHAMMED IQBAL & ZAKIA
Or Current Property Owner
505 SPRING GATE LN
ALPHARETTA GA 30009

OLIVER RICHARD A SR & ANDERSON MARJORIE H
Or Current Property Owner
12125 LAURELWOOD FARM DR
ALPHARETTA GA 30004-6717

PROCTOR JOHN CLARK & CHIH LING
Or Current Property Owner
605 KINGSPORT DR
ROSWELL GA 30076

SASIDHARAN USHUSDHAR & RAJAN ASHA
Or Current Property Owner
325 KINGSPRING CT
ROSWELL GA 30076

SHAAR LAUREN M
Or Current Property Owner
310 KINGSPRING CT
ROSWELL GA 30076

SMITH AARON D & MEGAN C
Or Current Property Owner
1555 HARVEST LN
ALPHARETTA GA 30004

SUMMERVILLE CATHERINE E
Or Current Property Owner
515 KINGSPORT DR
ROSWELL GA 30076

UNGER PHILIP
Or Current Property Owner
330 KINGSPRING CT
ROSWELL GA 30076

WELKER JOAN & WILLIAM C
Or Current Property Owner
1215 RUCKER RD
ALPHARETTA GA 30004

MEDAPPA ANGALI K
Or Current Property Owner
585 KINGSPORT DR
ROSWELL GA 30076-0907

MORGAN LAURA A
Or Current Property Owner
12100 LAURELWOOD FARM DR
ALPHARETTA GA 30004-6716

PEREZ JOSE
Or Current Property Owner
16160 HOPEWELL RD
ALPHARETTA GA 30004

PROCTOR SAMUEL & BETH M
Or Current Property Owner
1520 HARVEST LN
ALPHARETTA GA 30004

SCOTT RASHELL WEBER
Or Current Property Owner
525 KINGSPORT DR
ROSWELL GA 30076

SHVARTSMAN JOSFIF & TABAKHOVA LARISA
Or Current Property Owner
12115 LAURELWOOD FARM DR
ALPHARETTA GA 30004

SPRATT BRIAN G & DEBORAH M
Or Current Property Owner
1530 HARVEST LN
ALPHARETTA GA 30004

TARSCHES FAYE & RUSSELL BURTON
Or Current Property Owner
560 SPRING GATE LN
ALPHARETTA GA 30009

WAITZ KIM E
Or Current Property Owner
12130 SEASONS TRCE
ALPHARETTA GA 30004

CU-17-10 Halpern Equestrian Center

ALIU ADAMS A ALIU RUKIAT M

Or Current Property Owner

1565 HARVEST LANE

ALPHARETTA GA 30004

BOGGUS CATHERINE D

Or Current Property Owner

1715 HARVEST CIR

ALPHARETTA GA 30004

BRABHAM MICHAEL D & LISA D

Or Current Property Owner

1540 HARVEST LN

ALPHARETTA GA 30004

BURTON TRAVIS R

Or Current Property Owner

505 KINGSPORT DR

ROSWELL GA 30076

BYERS CARROLL E

Or Current Property Owner

265 MILTON AVE

ALPHARETTA GA 30004-1511

CARROLL MICHAEL E & MICHELE

Or Current Property Owner

540 SPRING GATE LN

ALPHARETTA GA 30004

CHRISTOPHER SCOTT MITCHELL & CHRISTOPHER
RACHEL ANNE

Or Current Property Owner

565 KINGSPORT DR

ROSWELL GA 30076

DANIELS KEITH E & LINDA

Or Current Property Owner

525 SPRING GATE LN

ALPHARETTA GA 30004

DASHEVSKY STELLA

Or Current Property Owner

12135 LAURELWOOD FARM DR

ALPHARETTA GA 30004-6717

DAVIS GAYLE E

Or Current Property Owner

550 SPRING GATE LN

ALPHARETTA GA 30009-3498

DIAZ DOROTHY J

Or Current Property Owner

530 SPRING GATE LANE

ALPHARETTA GA 30009

ELLEN W & JAMES W RUELAND SR MARITAL TRUST THE

Or Current Property Owner

1177 W WYLIE BRIDGE RD

WOODSTOCK GA 30188-4658

FARMER LINDA GAYLE CRANFORD & JEAN E

Or Current Property Owner

1550 HARVEST LN

ALPHARETTA GA 30004

FOWLER RAYMOND P & TERESA L

Or Current Property Owner

12145 LAURELWOOD FARM DR

ALPHARETTA GA 30004-6717

GILLIGAN GEORGE A & PEGGY A

Or Current Property Owner

12130 LAURELWOOD FARM DR

ALPHARETTA GA 30004

GUTTMAN JAMES

Or Current Property Owner

5225 HUNTERS OAKS DR

ALPHARETTA GA 30009

HACKETT JOHN H & GINGER M

Or Current Property Owner

1560 HARVEST LN

ALPHARETTA GA 30004

HALPERN ROBERT & LESLIE

Or Current Property Owner

1200 RUCKER RD

ALPHARETTA GA 30004

HARRIS WALK INC

Or Current Property Owner

1010 HUNTCLIFF SUITE 2315

ATLANTA GA 30350

HAYS LIVING TRUST

Or Current Property Owner

1575 HARVEST LN

ALPHARETTA GA 30004-6741

HO J WEN YU & TRINH C

Or Current Property Owner

535 SPRING GATE LN

ALPHARETTA GA 30004-1498

HOGAN MILLIE R

Or Current Property Owner

1080 RUCKER RD

ALPHARETTA GA 30004

HOLMAN HEATHER P & HOLMAN MICHAEL B

Or Current Property Owner

575 KINGSPORT DR

ROSWELL GA 30076

HOSSEINI MORTEZA V

Or Current Property Owner

14326 COGBURN RD

ALPHARETTA GA 30004

JENNIFER OAKS HOMEOWNERS ASSOC

Or Current Property Owner

P.O. BOX 2458

ALPHARETTA GA 30023-2458

JORDAN AMY J

Or Current Property Owner

305 KINGSPRING CT

ROSWELL GA 30076

KANGAS PERTTI & KANGAS MARIA DE LOS ANGELES U

Or Current Property Owner

615 KINGSPORT DR

ROSWELL GA 30076

KENT SELINA S

Or Current Property Owner

12145 CHARLOTTE DR

ALPHARETTA GA 30004-1401

LEILA TOLBERT REVOCABLE TRUST

Or Current Property Owner

12100 SEASONS TRCE

ALPHARETTA GA 30004

LULU NAIM

Or Current Property Owner

555 SPRING GATE LN

ALPHARETTA GA 30009-3498

CITY OF ALPHARETTA

QUARTER 10 Halpern Equestrian Center.

FOR OFFICE USE ONLY

Case #: _____

☐ Fee Paid Initial: _____

PUBLIC HEARING APPLICATION

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: Leslie Halpern Telephone: 770 712 3234

Address: 1200 Rucker Rd Suite: _____

City: Alpharetta State: GA Zip: 30004 Fax: _____

Mobile Tel: 770 712 3234 Email: lefish@aol.com

Subject Property Information:

Address: 1200 Rucker Road Alpharetta GA 30004 Current Zoning: _____

District: 2nd Section: 2 Land Lot: 1276 Parcel ID: 22 43 401 246 0445

Proposed Zoning: NA Current Use: Residence / Farm

This Application For (Check All That Apply):

☒ Conditional Use

☐ Rezoning

☐ Variance

☐ Comprehensive Plan Amendment

☐ Master Plan Amendment

☐ Master Plan Review

☐ Public Hearing

☐ Other (Specify): _____

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Leslie Halpern Telephone: 770 712 3234
Address: 1200 Rucker Road Suite: _____
City: Alpharetta State: GA Zip: 30004

Authorization:

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

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

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

Identify Authorized Applicant:

Name of Authorized Applicant: _____ Telephone: _____
Address: _____ Suite: _____
City: _____ State: _____ Zip: _____

So Sworn and Attested:

Owner Signature: Leslie Halpern Date: 7/31/17

Notary:

Notary Signature: [Signature]Date: 7/31/17

APPLICANT REQUEST AND INTENT

CU-17-10 Halbern Equestrian Center

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

- continued use as residence
- use as equestrian Center

Applicant's Request (Please itemize the proposal):

- conditional use to allow equestrian center

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

obtain a conditional use to allow equestrian Center.

Provide therapeutic services using animals/horses to serve those in our community.

Population: Autistic children, Veterans, Depression/Anxiety, eating disorders, physical disabilities.

A therapist would see one client at a time (1 car)

Several per day.

Hours: Monday - Friday, possibly Saturday 9-5

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

CU-17-10 Halpern Equestrian Center

How will this proposal be compatible with surrounding properties?

No impact

1 person/car per session (1 hr.)

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

No impact

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

Yes. Could be sold for subdivision but we would like to see a therapeutic program on our property to serve our community.

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

No increase in population

1 person/1 car per session (1 hr.)

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

None

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

It is consistent with the Alpharetta Comprehensive Plan.

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

No

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.

Pictures attached.

DISCLOSURE FORM

CU-17-10 Halpern Equestrian Center

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: Leslie Halpern

Subject Public Hearing Case: 1200 Rucker Rd - Conditional Use - Equestrian Center

Campaign Contribution Information:

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

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

Name of Official: _____ Position: _____

Description of Contribution: _____ Value: 0

Description of Contribution: _____ Value: 0

Description of Contribution: _____ Value: 0

Description of Contribution: _____ Value: 0

Description of Contribution: _____ Value: 0

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: Leslie Halpern

Date: 7/31/17

CITIZEN PARTICIPATION FORM PART A

CU 17110 Halpern Equestrian Center

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:

1200 Rucker Road - Conditional Use -

Contact Name:

Leslie Halpern

Equestrian Center
Telephone: 770 712 3234

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.

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

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

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

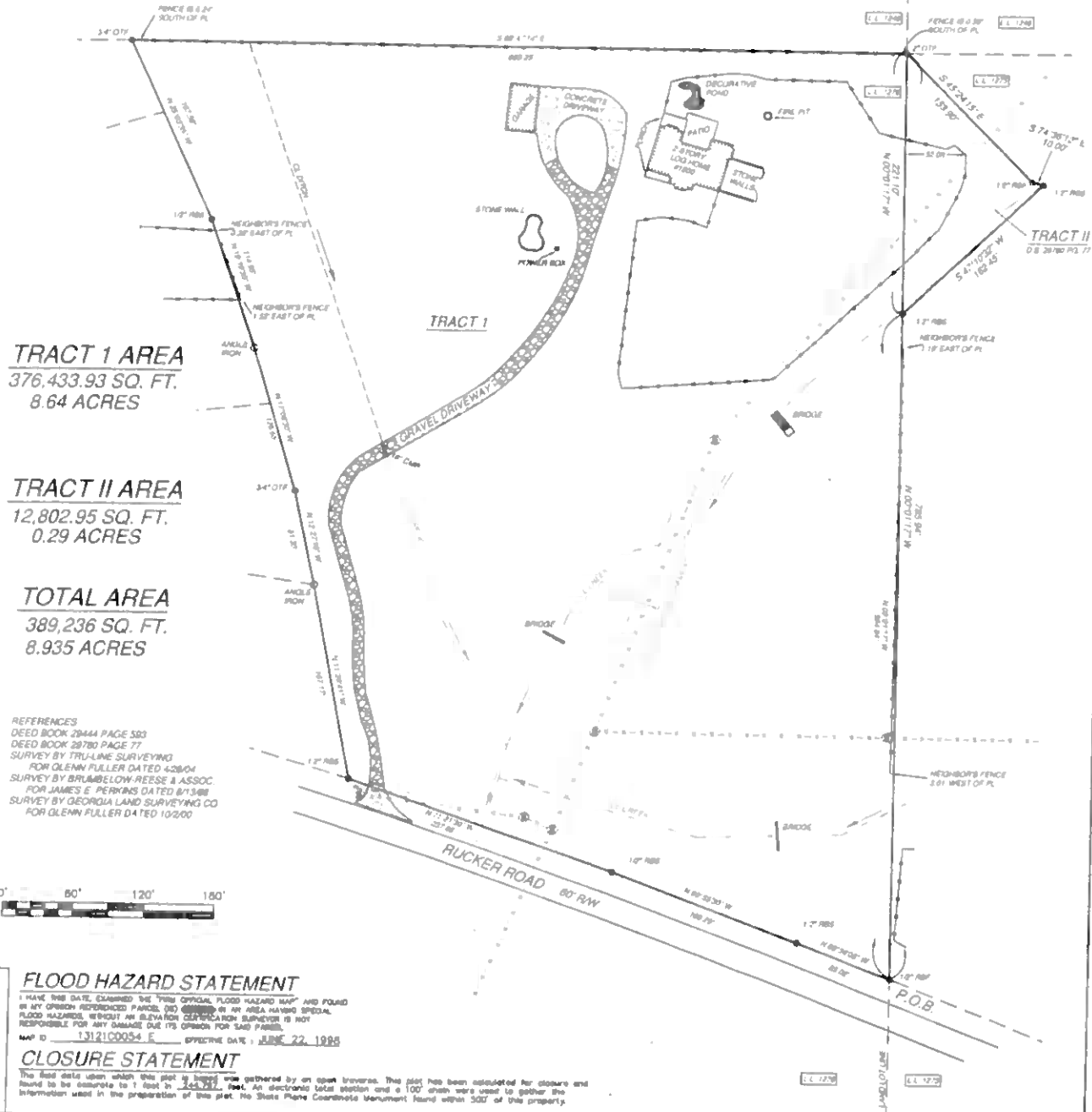
Letter, email, telephone, text

LEGEND

These standard symbols will be found in the drawing

- | | |
|--------------|------------------|
| ○ LIGHT POLE | ▲ TRAVERSE POINT |
| ○ MANHOLE | ● 1/2" REBAR SET |
| ○ POWER POLE | ○ IRON PIN FOUND |
| — E — E — | ○ CATCH BASIN |
| — F — F — | ○ DRAIN |
| — U — U — | ○ FIRE HYDRANT |
| | ○ GUY WIRE |
| | |

CU-17-10 Halpern Equestrian Center



PLAT BOOK F-2324

FLOOD HAZARD STATEMENT

I HAVE THIS DATE, EXAMINED THE "FIRM OFFICIAL FLOOD HAZARD MAP" AND FOUND NO FLOOD HAZARD. THE FIRM OFFICIAL FLOOD HAZARD MAP IS NOT RESPONSIBLE FOR ANY DAMAGE DUE TO ITS OWN OR THE USER'S NEGLIGENCE.
MAP ID: 1312100054 E EFFECTIVE DATE: JUNE 22, 1995

CLOSURE STATEMENT

The field data upon which this plat is based was gathered by an open traverse. This plat has been calculated for closure and found to be accurate to 1 foot in 2,000 feet. An electronic total station and a 100' chain were used to gather the information used in the preparation of this plat. No State Plane Coordinate Monument found within 500' of this property.

LESLIE HALPERN

DATE 6/13/08

GEORGIA LAND SURVEYING CO., INC.

155 CLIFTWOOD DRIVE
ATLANTA, GEORGIA, 30328
TELEPHONE (404) 255-4671, FAX (404) 255-6607

LAND LOT 1276	2ND DISTRICT	2 SECTION	FULTON COUNTY, GEORGIA
LOT	BLOCK	UNIT	REVISION
SUBDIVISION			BY
SURVEYED	DRAFTED		DATE
PLOTTED			
PARTY OVER N.E.			

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON. THIS PLAT DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS, OR ENTITY WITHOUT EXPRESS REIFICATION BY THE SURVEYOR NAMED SAID PERSON, PERSONS, OR ENTITY.

ALL MATTERS PERTAINING TO TITLE ARE EXCEPTED

PLAT BOOK F-2324 PAGE 583

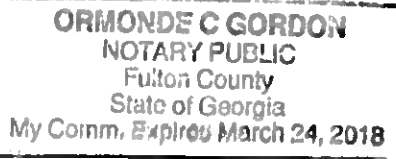
SHEET 1 OF 1

PROPERTY OWNER AUTHORIZATION**Property Owner Information:**Contact Name: Leslie Halpern Telephone: 770 712 3234Address: 4075 Merriweather Woods Suite: _____City: Alpharetta State: GA Zip: 30022Authorization: ^{OWN:} C 1200 Rucker Rd. Alpharetta, GA, 30004

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.

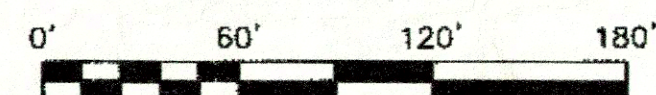
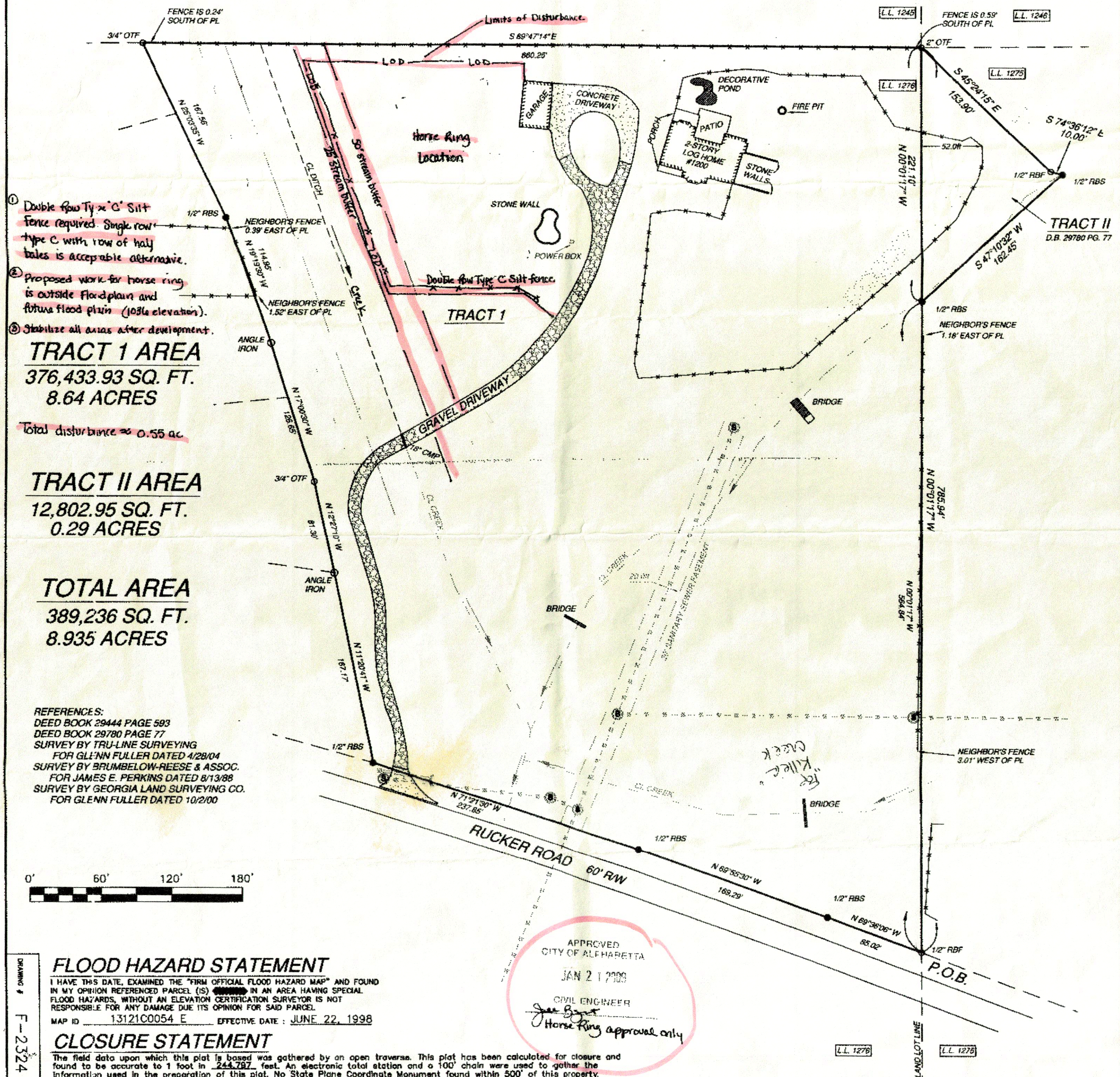
- | | |
|---|---|
| ☐ Annexation | ☐ Special Use |
| ☐ Rezoning | ☒ Conditional Use |
| ☐ Variance | ☐ Master Plan |
| ☐ Land Use Application | ☐ Other _____ |

Identify Authorized Applicant:Name of Authorized Applicant: Tanie Chasen Telephone: _____Address: 1200 Rucker Rd. Suite: _____City: Alpharetta State: GA Zip: 30004**So Sworn and Attested:**Owner Signature: Leslie Halpern Date: 9/19/17**Notary:**Notary Signature: [Signature] Date: 9/19/2017

LEGEND

These standard symbols will be found in the drawing.

- | | |
|------------------------|------------------|
| ○ LIGHT POLE | ▲ TRAVERSE POINT |
| ● MANHOLE | ○ 1/2" REBAR SET |
| ○ POWER POLE | ○ IRON PIN FOUND |
| — SEWER | △ CATCH BASIN |
| — ELECTRIC | □ DRAIN |
| — FENCE | ● FIRE HYDRANT |
| — UNDERGROUND PIPELINE | — GUY WIRE |



DRAWING # F-2324

	SURVEY PLAT FOR: #1200 RUCKER ROAD		DATE 6/13/08	GEORGIA LAND SURVEYING CO., INC. 155 CLIFTWOOD DRIVE ATLANTA, GEORGIA, 30328 TELEPHONE (404) 255-4671, FAX (404) 255-6607 THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON. THIS PLAT DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS, OR ENTITY WITHOUT EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON, PERSONS, OR ENTITY. ALL MATTERS PERTAINING TO TITLE ARE EXCEPTED
	LESLIE HALPERN		SCALE 1" = 60'	
	LAND LOT 1276 2ND DISTRICT 2 SECTION	FULTON COUNTY, GEORGIA	REVISION BY: DATE:	
	LOT BLOCK UNIT			
SUBDIVISION	DRAFTED:			
SURVEYED:	PLOTTED:			
PARTY CHIEF: K.E.	SHEET 1 OF 1			



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT
SUBMITTED BY: KATHI COOK
DRAFTED BY: MICHAEL WOODMAN

I. AGENDA ITEM TITLE: CU-17-08 EUROPEAN WAX CENTER/LIBERTY PARK VILLAGE

CITY COUNCIL: OCTOBER 23, 2017

The item was heard at the October 5, 2017 Planning Commission meeting. No one spoke in favor or against the request. After discussion, the Planning Commission recommended to approve the item, subject to staff conditions. Vote (7-0)

II. RECOMMENDATION:

Approve CU-17-08 European Wax Center/Liberty Park Village, subject to the following conditions:

1. 'Spa Services' shall be added as a conditional use at 2610 Old Milton Pkwy, Suite 120, limited to no more than 2,000 square feet.
2. Conditional use approval shall be limited to the European Wax Center; no additional spa services businesses or subleasing shall be permitted within the approved space.
3. No massage or nail services shall be permitted within the approved space.
4. Hours of operation shall be Monday – Friday 8:00 AM – 8:00 PM, Saturday 8:00 AM – 6:00 PM and Sunday 11:00 AM – 6:00 PM.
5. Window signage shall be limited to no more than 10% of the window area. Window signage shall be prohibited within windows on the east elevation of the building. No lighting window trim.

III. REPORT IN BRIEF:

The applicant, European Wax Center, is requesting a conditional use permit to allow 'Spa Services' for a hair removal/waxing business. The subject property is located at the northwest corner of Old Milton Parkway and Westside Parkway at 2610 Old Milton Parkway, Suite 120 (Liberty Park Village).

DISCUSSION

The submitted request, if approved, will permit the applicant to provide hair removal and waxing services in a 1,889 square foot suite within a mixed-use development. In addition to hair removal and waxing services for women and men, the applicant's business will include the sale of associated skin and beauty retail products. The subject property is located at the northwest corner of Old Milton Parkway and Westside Parkway in the Liberty Park Village (A.K.A. Old Milton Holdings Master Plan) mixed-use development.

The property is zoned MU (Mixed Use) and is subject to the Old Milton Holdings Master Plan, which allows 'Spa Services' with approval of a conditional use permit. The property, which is currently under construction, received comprehensive land use plan amendment, rezoning, and parking variance approval on February 23, 2015. The master plan is limited to no more than 25,000 square feet of retail use. Including the proposed European Wax Center, the total square footage of all retail uses would be 24,193 square feet. The applicant's business is proposed within a 2-tenant building in the northeast corner of the commercial area of the mixed-use development. Other businesses proposed within the commercial portion

of Liberty Park Village include: Burger 21, Bob Steele Salon, Verizon, Salata, Chuy's Tex Mex, Suntrust Bank and Engel & Volkers.

Hair removal and waxing services are categorized as 'Spa Services' use. Unified Development Code (UDC) Section 1.4.2 defines 'Spa Services' as follows:

"A business that provides services, which may include non-medical massage, other personal services such as skin, nail, hair treatments, and hair removal/waxing, and may have the sale of associated retail products. Such business shall be located within a retail center, shall not occupy more than 4,000 sq. ft. and shall not be closer than 2,000 ft. to a comparable business."

In addition, Code of Ordinances Section 12-172 Massage and Spa Establishments - Location and distance requirements, states the following regulations as it relates to Spa Establishments:

"It shall be unlawful to establish a massage establishment or a spa establishment in the city, unless said establishment is located:

- (a) At least 300 feet from State Route 9;
- (b) At least 300 feet from State Route 120; and
- (c) At least 300 feet from any parcel occupied by a house of worship, public or private elementary or secondary school, public park, state-licensed day care facility, or any residence.

The forgoing minimum distance requirements shall not apply to any massage establishment or spa establishment located within a mixed-use development in the MU district. For the purpose of this subsection, measurements shall be made in a straight line in all directions without regard to intervening structures or objects, from the closest point on a boundary line of the massage establishment or spa establishment parcel to the closest point on the State Route 9 or State Route 120 right-of-way or to the closest point on a boundary line of any parcel containing a house of worship, public or private elementary or secondary school, public park, or residence."

There are no comparable businesses within 2,000 feet of the proposed location and Suite 120 is 1,889 square feet, which is less than the 4,000 square foot maximum for the proposed use. Liberty Park Village is located on State Route 120 (Old Milton Parkway); however, the property is a mixed-use development zoned MU.

According to the European Wax Center website, the business has been operating for approximately ten (10) years with several locations in the Atlanta metro area, including Marietta-East Cobb, Brookhaven-N. Buckhead, Kennesaw and Atlanta-Toco Hills. Hair removal and waxing services include, Brazilian, eyebrow, bikini, legs, face and full body waxing. Hours of operation are Monday – Friday 8:00 AM – 8:00 PM, Saturday 8:00 AM – 6:00 PM and Sunday 11:00 AM – 6:00 PM. The applicant anticipates up to 12 employees at the proposed location, with all employees requiring a certification in cosmetology.

CONDITIONAL USE REVIEW CRITERIA

City staff has reviewed the applicant's request and compared it to the conditional use standards established in UDC Sec. 4.2.3 (B) which are as follows:

A conditional use otherwise permitted within a zoning district shall be considered to be compatible with other uses permitted in the district, provided that due consideration is given to the following objective criteria at a public hearing and satisfactory provisions or arrangements are made for:

1. Access into and out of the property with regard to traffic and pedestrian safety, volume of traffic flow, and emergency vehicles, as well as the type of street providing access;

Response: Liberty Park Village is being developed in compliance with the site access standards.

2. The extent to which refuse areas, loading and service areas, off street parking, and buffers and screening are provided on the property;

Response: The above-mentioned site requirements will be provided on the subject property.

3. Ensuring that the conditional use will not be injurious to the use and enjoyment of the environment or of other property in the immediate vicinity or diminish and impair property values within the surrounding neighborhood;

Response: The proposed retail service use would be complimentary to the other commercial uses proposed in Liberty Park Village and therefore should not be injurious to the use and enjoyment of the area.

4. Ensuring that the conditional use will not increase local or state expenditures in relation to the cost of servicing or maintaining neighboring properties;

Response: Not applicable.

5. Ensuring that the conditional use will not impede the normal and orderly development of surrounding property for uses predominant in the area; and

Response: The proposed 'Spa Services' use meets the distance and size requirements. If approved, the use would preclude other 'Spa Services' uses within 2,000 feet of the subject property.

6. Ensuring that the location and character of the conditional use is considered to be consistent with a desirable pattern of development for the city, in general.

Response: The proposed use would complement the other commercial uses in Liberty Park Village.

CONCURRENCES

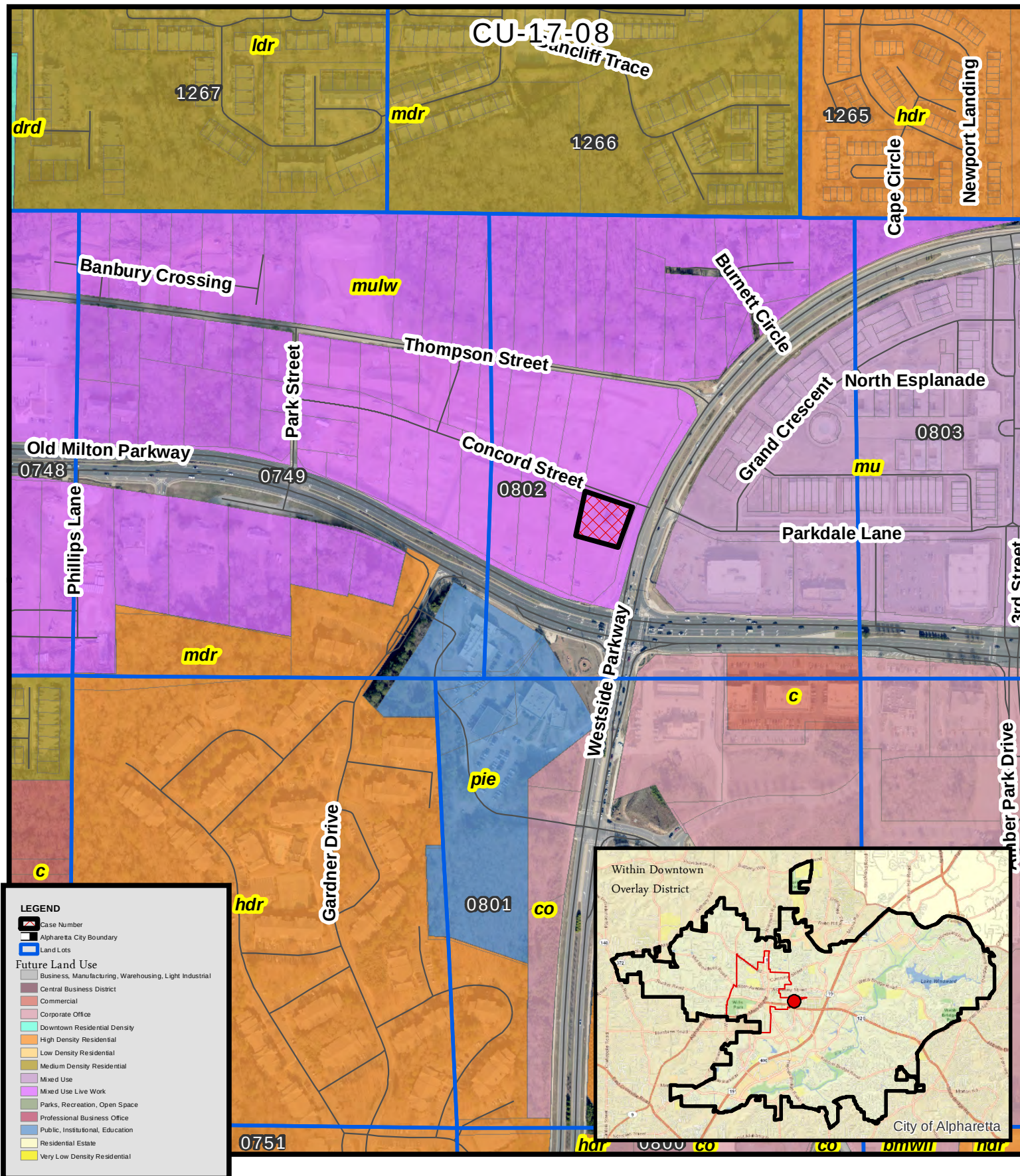
Staff's analysis finds that the requested conditional use is consistent with the established conditional use standards. The proposed retail service use would complement surrounding commercial uses and sufficient parking exists to support the proposed use. If approved, conditions are recommended limiting the approval to European Wax Center and limiting any expansion of services.

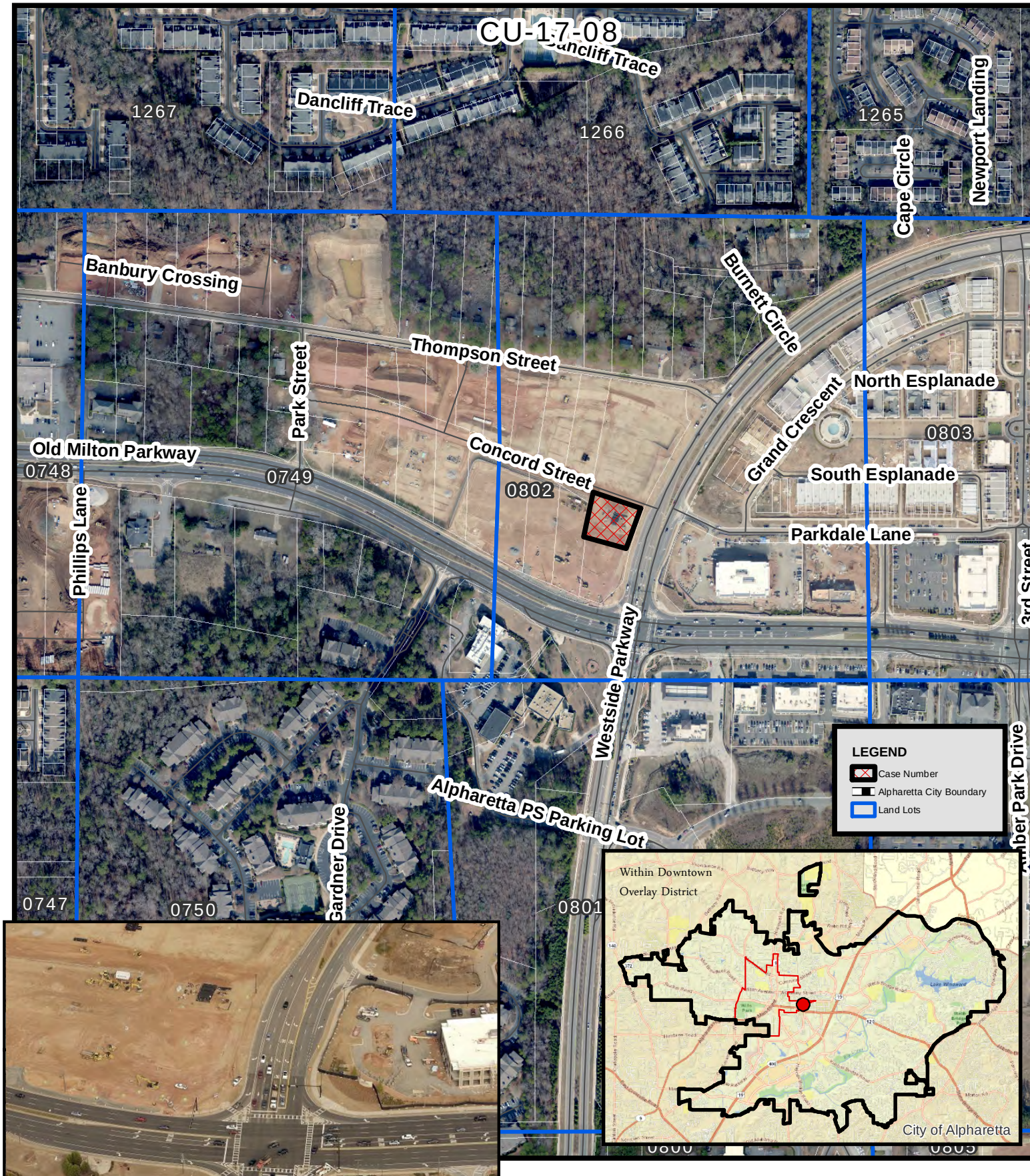
CITIZEN PARTICIPATION PLAN

The report submitted by the applicant states that property owners were contacted regarding the applicant's intent. The report states that no comments were received.

IV. ATTACHMENTS:

- Site Plan
- Elevations



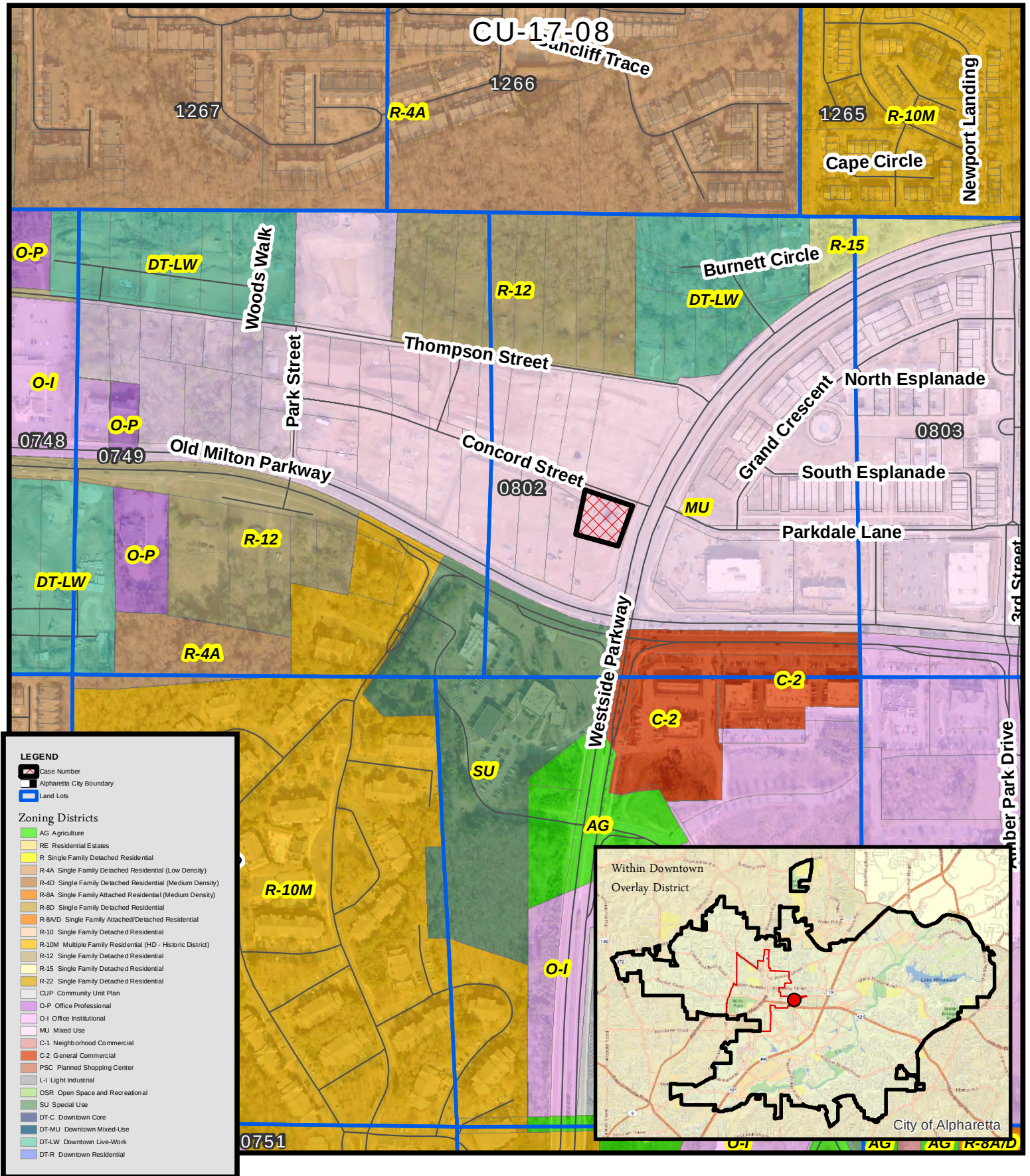


Aerial Map
European Wax Center
2610 Old Milton Pkwy 110

CU-17-08
D/LL: 1/2/802
PC: 10/05/17
CC: 10/23/17

Location Map Provided by:
Community Development - GIS



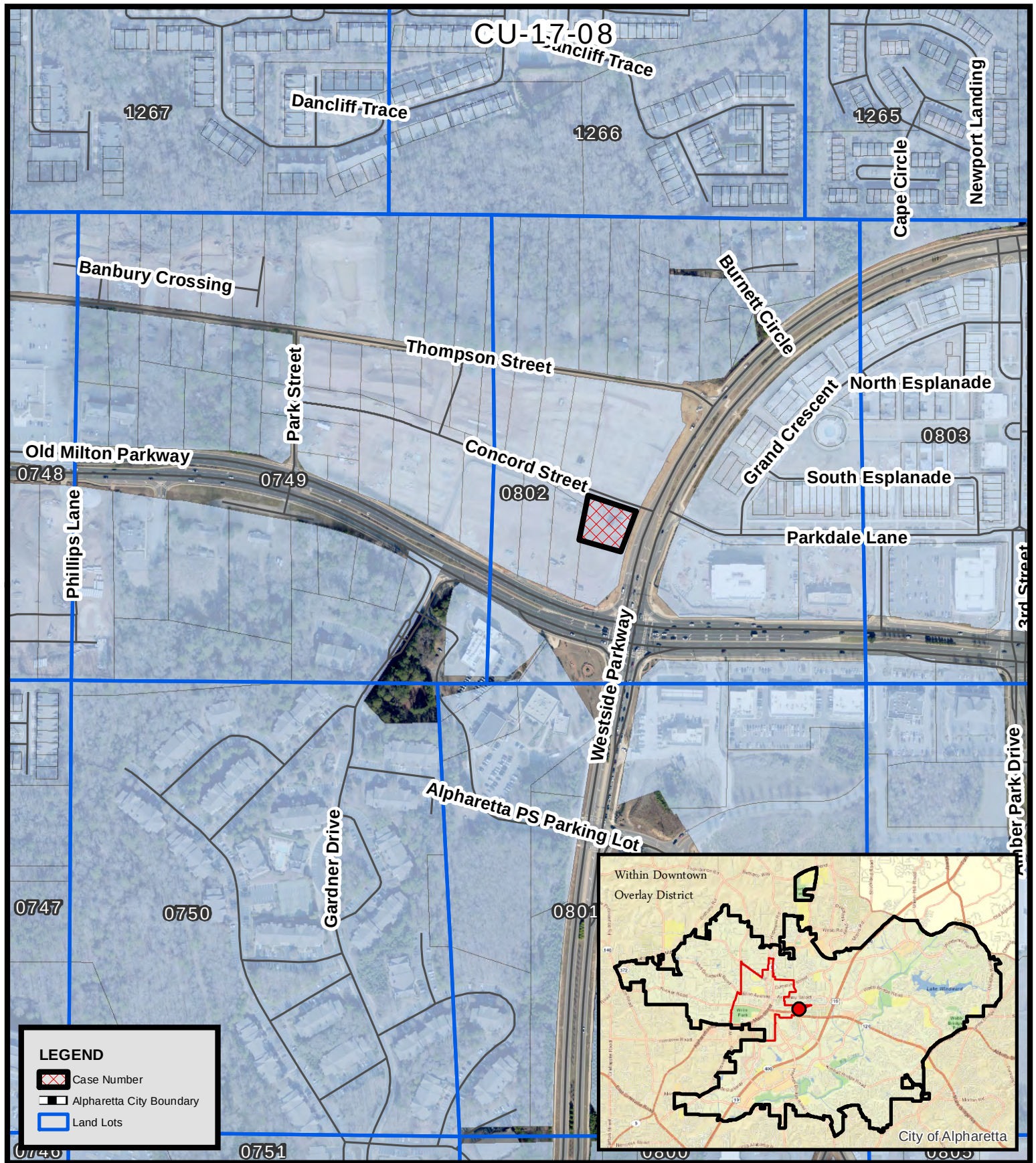


Zoning Map
European Wax Center
2610 Old Milton Pkwy 110

CU-17-08
D/LL: 1/2/802
PC: 10/05/17
CC: 10/23/17

Location Map Provided by:
Community Development - GIS





Location Map
European Wax Center
2610 Old Milton Pkwy 110

CU-17-08
D/LL: 1/2/802
PC: 10/05/17
CC: 10/23/17

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: European Wax Center

Contact Name: Bharath Madadi

Telephone: 586-491-4626

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.

We have mailed the attached letter to the property addresses with in described distance as per the application . As of today

we have not heard from any individual regarding this .

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: 9/10/2017

Print Form

August 31,2017

Brad Madadi
1005 Bay Pointe Crossing
Alpharetta, Georgia 30005

RE: Conditional use by European Wax Center

Dear Property Owner,

European Wax Center has filed an application for conditional use permit at 2610 Old Milton Pkwy, Suite 120 to allow Spa Services for a hair removal and waxing business.

The Planning Commission meeting is scheduled for Thursday, October 5 , 2017 at 6:30 PM and the City Council meeting is scheduled for October 23, 2017 at 6:30 PM. Both meetings will be held at City Hall at 2 Park Plaza, Alpharetta, Georgia 30009. If you have questions or would like additional information, please contact Brad Madadi at 586-491-4626 or at bmadadi@yahoo.com.

Sincerely,

Brad Madadi

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY

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: Select Wax Center

Telephone: 586-491-4626

Address: 1005 Baypointe Crossing

Suite: _____

City: Alpharetta

State: GA

Zip: 30005

Fax: _____

Mobile Tel: 586-491-4626

Email: bmadadi@yahoo.com

Subject Property Information:

Address: 2610 Old Milton Parkway Suite 150 Alpharetta GA30009

Current Zoning: MU

District: _____

Section: _____

Land Lot: _____

Parcel ID: 12 284108020889

Proposed Zoning: MU

Current Use: Vacant Land

This Application For (Check All That Apply):

☒ Conditional Use

☐ Master Plan Amendment

☐ Rezoning

☐ Master Plan Review

☐ Variance

☐ Public Hearing

APPLICANT REQUEST AND INTENT

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

Wax Services here in referred as Spa Services

Applicant's Request (Please itemize the proposal):

The applicant requests that the Spa services be approved as a conditional use for the subject property

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

The Applicant seeks to operate a Spa Services business on a subject property which will provide personal services such as Hair Removal/Waxing and may have the sale of associated retail products.

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: ROBERT D. CHERRY Telephone: 770-861-4100
Address: 299 S. MAIN ST Suite: A
City: ALPHARETTA State: GA Zip: 30009

Authorization:

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

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

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

Identify Authorized Applicant:

Name of Authorized Applicant: Select Wax Center LLC Telephone: 586-491-4626
Address: 1005 Baypointe Crossing Suite: _____
City: Alpharetta State: GA Zip: 30005

So Sworn and Attested:

Owner Signature: [Signature]

Date: 4/21/17

Notary:

Notary Signature: [Signature]

Date: 4/21/17



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: Bharath Madadi

Subject Public Hearing Case: Conditional Use Permit Application

Campaign Contribution Information:

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

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

Name of Official: N/A

Position:

Description of Contribution:

Value:

Description of Contribution:

Value:

Description of Contribution:

Value:

Description of Contribution:

Value:

Description of Contribution:

Value:

Campaign Contribution Information:

I do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Disclosure Form is true and accurate and that I have disclosed herein any and all campaign contributions made to an Official of the City of Alpharetta, Georgia in accordance with O.C.G.A. 36-67 A-1.

Signature:

Date:

6/23/12

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

The Subject Property is located within a Vacant Commercial Land, and will be a compatible use for surrounding retailers.

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, in that the surrounding properties are similar to the use proposed. The proposed use will increase the usability and value of surrounding properties by increasing commercial traffic and potential consumers, creating a synergistic increase in commerce for area businesses.

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

The Subject Property part of proposed vacant commercial land, indicating there is not another reasonable economic of this property without approval of the conditional use permit for the proposed Spa Services business.

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

As the Subject Property will be a commercial use, any increase to population would be due to relocation of employees to the Alpharetta area. The proposed Spa Services business will increase traffic to the area, as projected in the Trip Generation Report, incorporated with this Application.

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

The proposed commercial use will have no impact on schools, other than due to relocation of employees to the Alpharetta area. The projected impact on utilities will be in keeping with projected growth.

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

The Subject Property is located in the Old Milton/Westside Parkway Corridor character area of the Alpharetta Comprehensive Plan. The subject property is depicted as Commercial Business District on the Future Development Map. As such, the proposed use complies with both the letter and intent of the Comprehensive Plan.

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

The developing trend in this area supports development of high quality commercial and personal services and use of the property for such;

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

CITIZEN PARTICIPATION FORM - PART A

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

Public Hearing or Project Name: Select Wax Center LLC

Contact Name: Bharath Madadi

Telephone: 586-491-4626

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 w/i 500 ft of the subject property

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) <u></u> |

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.

AVALON LAND LLC
2200 AVALON BLVD
ALPHARETTA GA 30009

CITY OF ALPHARETTA
2 SOUTH MAIN ST
ALPHARETTA GA 30004

OLD MILTON HOLDINGS LLC
5100 PEACHTREE PKWY SUITE 200
NORCROSS GA 30092

GARDNER DRIVE L L C
200 W MONROE ST STE 2200
CHICAGO IL 60606

CITY OF ALPHARETTA
2 S SOUTH MAIN ST
ALPHARETTA GA 30004

OLD MILTON HOLDINGS LLC
5100 PEACHTREE PKWY SUITE 200
NORCROSS GA 30092

OLD MILTON HOLDINGS LLC
5100 PEACHTREE PKWY SUITE 200
NORCROSS GA 30092

WONG DAVID YUHE & CHRISTINE RONG
1050 TIMBERLINE PL
ALPHARETTA GA 30005

OLD MILTON HOLDINGS LLC
5100 PEACHTREE PKWY SUITE 200
NORCROSS GA 30092

OLD MILTON HOLDINGS LLC
5100 PEACHTREE PKWY STE 200
NORCROSS GA 30092

SAHAR INVESTMENTS LLC
8720 RHAPSODY LANE
CUMMING GA 30041

OLD MILTON HOLDINGS LLC
5100 PEACHTREE PKWY SUITE 200
NORCROSS GA 30092

OLD MILTON HOLDINGS LLC
5100 PEACHTREE PKWY STE 200
NORCROSS GA 30092

JODY AVREN LIVING TRUST THE
4191 MCCLESKY DR NE
MARIETTA GA 30066

OLD MILTON HOLDINGS LLC
5100 PEACHTREE PKWY SUITE 200
NORCROSS GA 30092

OLD MILTON HOLDINGS LLC
5100 PEACHTREE PKWY STE 200
NORCROSS GA 30092

WALLER BARBARA A
34 BURNETT DR
ALPHARETTA GA 30004

CASTELLANOS FELIPE GONZALEZ MYROSL
AWA MORA
45 BURNETT CIR
ALPHARETTA GA 30004

OLD MILTON HOLDINGS LLC
5100 PEACHTREE PKWY STE 200
NORCROSS GA 30092

AVREN JOSHUA
35 BURNETT CIR
ALPHARETTA GA 30009

OLD MILTON HOLDINGS LLC
5100 PEACHTREE PKWY SUITE 200
NORCROSS GA 30092

SAHAR INVESTMENTS LLC
8720 RHAPSODY LANE
CUMMING GA 30041

ATWATER AT OLD MILTON LLC
6400 POWERS FERRY RD SUITE 350
ATLANTA GA 30339

OLD MILTON HOLDINGS LLC
5100 PEACHTREE PKWY SUITE 200
NORCROSS GA 30092

JODY AVREN LIVING TRUST THE
4191 MCCLESKY DR NE
MARIETTA GA 30066

MILLS MICHELLE C
5055 WALNUT CREEK TRL
ALPHARETTA GA 30005

KHARAB RACHID
55 BURNETT CIR
ALPHARETTA GA 30004

AVREN MARK
467 JON SCOTT DR
ALPHARETTA GA 30004

BRANDON SHANNON & SHARI
325 ETOWAH DOWNS CT
BALL GROUND GA 30107

AVREN DOUGLAS
205 HEMBREE PARK TER
ROSWELL GA 30076

CITY OF ALPHARETTA
2 SOUTH MAIN ST
ALPHARETTA GA 30004

AVREN DOUGLAS & LINDA
205 HEMBREE PARK TER
ROSWELL GA 30076

CITY OF ALPHARETTA
2 SOUTH MAIN ST
ALPHARETTA GA 30004

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

CITY OF ALPHARETTA
2 SOUTH MAIN ST
ALPHARETTA GA 30004

AVALON LAND LLC
264 19TH ST SUITE 2200
ATLANTA GA 30363

AVREN DOUGLAS
205 HEMBREE PARK TER
ROSWELL GA 30076

OLD MILTON HOLDINGS LLC
5100 PEACHTREE PKWY SUITE 200
NORCROSS GA 30092

MONDI ERIC C & SHOCKLEY HOLLY COLU
NDJIA
11675 CENTURY DR STE D
ALPHARETTA GA 30009

ANDALUSIA PROPERTIES INC
3225 CUMBERLAND BLVD SUITE 100
ATLANTA GA 30339

CITY OF ALPHARETTA GEORGIA
2 S MAIN ST
ALPHARETTA GA 30009

CITY OF ALPHARETTA
2 SOUTH MAIN ST
ALPHARETTA GA 30004

SMALLEY KAREN E
20 BURNETT DR
ALPHARETTA GA 30004

CITY OF ALPHARETTA GEORGIA
2 S MAIN ST
ALPHARETTA GA 30009

MJH HOMES LLC
5775 GLENRIDGE DR BLDG/STE B100
ATLANTA GA 30328

DEVELOPMENT AUTHORITY OF FULTON CO
UNTY
2200 AVALON BLVD

LETTER OF INTENT FOR LAND USE APPLICATION

Applicant: Select Wax Center, LLC

Subject Property: 3.14 Acres Designated as Fulton County Tax Parcel(s): 12 284108020889

Current Zoning: MU (Mixed Use)

Proposed Use: Spa Services

ROW Access: Old Milton Parkway

This statement is intended to comply with the application procedures established by The City of Alpharetta, GA for submittal of applications for land use approval as required by the City of Alpharetta Unified Development Code (the "UDC"), City of Alpharetta Public Hearing Application Requirements, and other City of Alpharetta Standards and is intended to serve as the letter of intent required by the UDC and to reserve all constitutional and statutory protections available to the Applicant. 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 requested conditional use permit. 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.

The Applicant seeks to develop a Spa Services business(Wax Services) on the Subject Property. The Proposed Use and the requested conditional use permit will be located within a commercial property known as Liberty Village. The proposed business will be a nationally recognized franchise, known as European Wax Center. Materials regarding this franchise are attached and incorporated herein.

To facilitate the Proposed Use, the Applicant requests:

- That Spa Services (Wax Services) be approved as a conditional use for the subject property.

The Subject Property is located in the Old Milton Corridor character area of the Alpharetta Comprehensive Plan. The Subject Property is depicted as Mixed Use on the Future Development Map. As such, the Proposed Use complies with both the letter and intent of the Comprehensive Plan.

EWC is one of the fastest growing franchises in North America, with over 800 locations. Please see the attached brochure and the franchise locations around Atlanta. Accordingly, the Applicant respectfully requests that the Application, as requested by the Applicant, be approved. The Applicant also reserves the right to amend this statement and the Application by supplementing further responses and documents.

Sincerely,

A handwritten signature in black ink, appearing to be 'Bharath Madadi', with a stylized flourish at the end.

Bharath Madadi
Select Wax Center, LLC

European Wax Center Locations around Atlanta

1281 Johnson Ferry Road Suite 108
Marietta, GA 30068
(678) 247-8511

6050 Roswell Road NE
Sandy Springs, GA 30319
(770) 356-5564

745 Chastain Rd NW #3004
Kennesaw, GA 30144
(770) 635-0009

305 Brookhaven Avenue - 1120
Atlanta, GA 30319
(404) 937-1944

2945 North Druid Hills
Atlanta, GA 30329
(404) 974-3133

1801 Howell Mill Road
Atlanta, GA 30318
(470) 240-2868

1679 Scenic Highway, 202
Snellville, GA 30078
(470) 878-2088

144 Moreland Avenue NE
Atlanta, GA 30307
(470) 443-3929

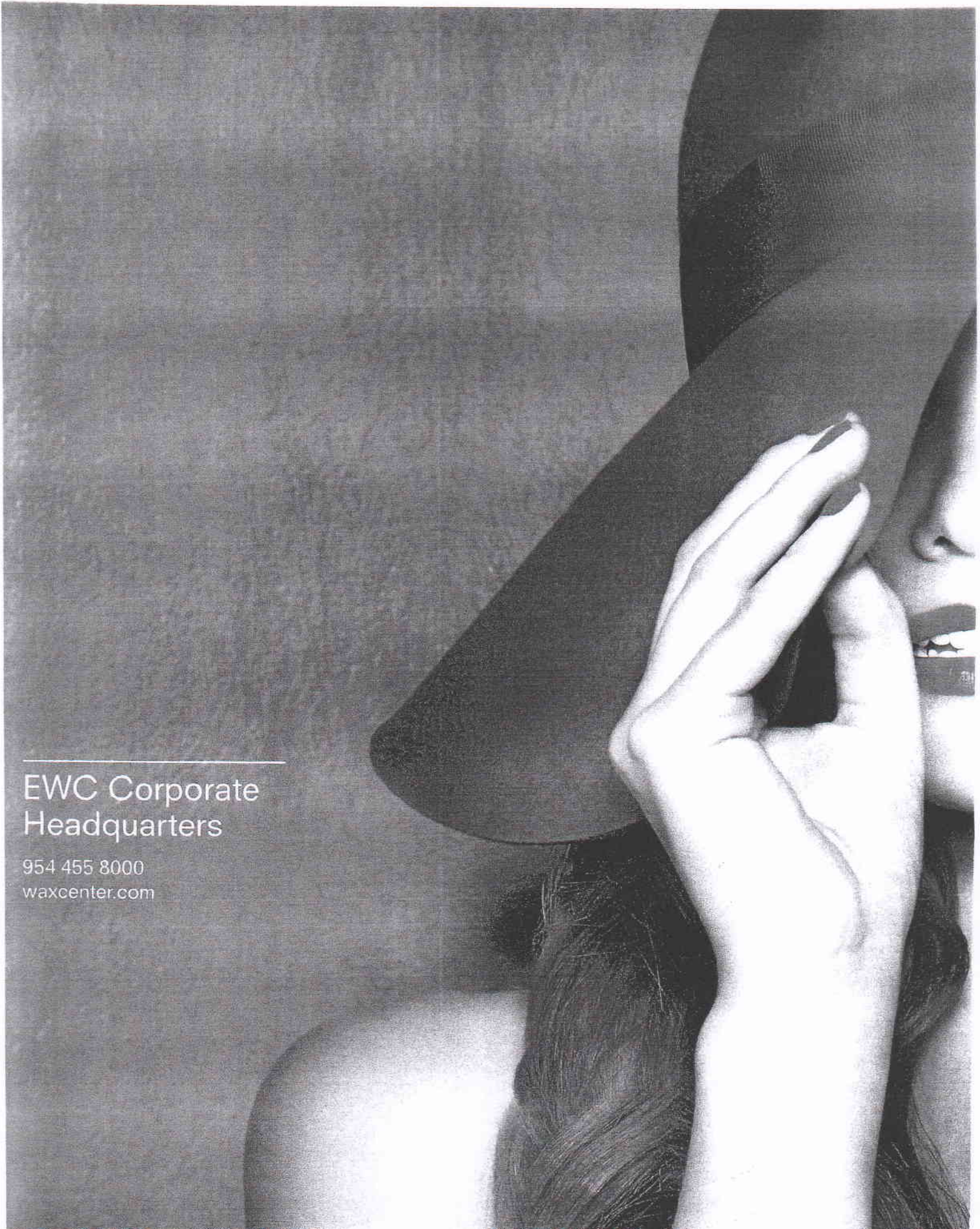
190 W. Broad Street
Athens, GA 30601
(706) 622-8421

Trip Generation Report

		A.M. Peak			P.M. Peak		
Land Use	Daily Total Vehicle Trips	In	Out	Total	In	Out	Total
Spa Services	140	10	9	19	13	11	24

EWC Corporate
Headquarters

954 455 8000
waxcenter.com



HOW I TURNED A MESS INTO A MONEYSMAKER

EUROPEAN WAX CENTER'S DAVID COBA (WITH HIS SIBLINGS)
TURNED A DISASTROUS SIDELINE OF HIS FATHER'S SALON
BUSINESS INTO A NATIONAL FRANCHISE.

APRIL JOYNER | INC. MAGAZINE

OCT 7, 2011

From the beginning, David and Josh knew they eventually wanted to expand nationally, but they weren't sure of the best route to accomplish their goals. Their father suggested franchising. None of them, however, knew anything about the process. After months of research, the brothers decided the model would be a good fit for the business: it had high profit margins, and they had already developed a series of repeatable systems that could easily be adopted by new associates. Early in 2006, they decided to register European Wax Center as a franchiser, and they brought on their sister, Jessica, to manage the franchise development process. At the end of that year, they completed the registration process. Three months later, in March 2007, they sold their first franchise, which opened in Kendall, Florida.

In their first couple of years of operation, the Cobas awarded only three to four franchises a year. But since then, the company has added franchises at a brisk pace. European Wax Center, unlike some franchisers, does not require its franchisees to open multiple locations, but most franchise owners have gone on to do so anyway, David says. In the next few months, the company plans to introduce a system to identify ideal franchisees based on the profiles of their most successful franchise owners.

David attributes much of the company's success to its approach to leadership development. Few members of European Wax Center's senior staff come from traditional corporate backgrounds. Most of them, in fact, began as guest services associates in the company's first salons. For instance, Christelle Christie, the company's head of guest services, first worked as a receptionist and later trained to become a wax specialist. David eventually tapped her for a position in the company's corporate office. The company's marketing production manager, Sofia Collado, also started out as a guest services associate. After moving to the corporate office, she expressed an interest in marketing. "Today, I watch these young individuals who have been here since they were 21, 22, 23," David says. "It's amazing how much they've grown."

Although his career made an unexpected turn 16 years ago, David is now exceptionally grateful to his father for urging him to change his path. "I loved building, but I wanted to use my head instead of my hands," he says. "He allowed us to dive in 100 percent."



Founders Jessica, Joshua, and David Coba

Inc.
500
No. 1
FRANCHISE
COMPANIES

EUROPEAN WAX CENTER

REAL ESTATE PROFILE

MORE REASONS EUROPEAN WAX CENTER IS YOUR IDEAL TENANT

- Drives traffic to your center
- Requires minimal parking usage: Guest are booked in 15 minute increments
- Provides a robust business: We average 2000 guests a month

OUR IDEAL DEMOGRAPHIC

- Female Population: Females between ages of 16-64
- Average household income greater than \$65K

OUR IDEAL LOCATION

- Strong brand visibility + ease of access
- 1,200 – 1,600 sq. ft.
- Ideal frontage of 20 ft. min.
- Bookended by “quiet” co-tenants
- Displays our corporate signage on fascia and marquee/monument signage
- Combination daily needs and regional draw centers
- Close proximity and/or visibility to interstate, freeway, highway, etc.

OUR IDEAL NEIGHBORS

- Prefer centers anchored by national big box and specialty food tenants.
- Female-driven businesses (Target, Jo-Ann Fabrics and Crafts, Kohl's, HomeGoods, T.J. Maxx etc.)
- Health/wellness concepts (Whole Foods, Trader Joe's, GNC, Yoga & Pilates studios, etc.)
- National bookstores (Barnes & Noble, etc.)
- National coffee companies (Starbucks, Coffee Bean & Tea Leaf)
- Fast, Casual and other restaurants (Panera Bread, Chipotle, Bonefish Grill, Pei Wei, etc.)
- Grocery Stores (AJ's, Publix, QFC, Kroger, etc.)
- Health clubs/gyms (L.A. Fitness, 24 Hour Fitness, Lifetime Fitness, etc.)
- Women's Fashion and Specialty retailers (DSW, Bath & Body, Ann Taylor, Chico's, etc.)

IDEAL FACILITY REQUIREMENTS

- HVAC: 1 ton per 250 sq. ft.
- Electrical: 200 amp service
- IT: High Speed Internet at a minimum of 10MB

WAX CENTER

A SUCCESSFUL BUSINESS MODEL

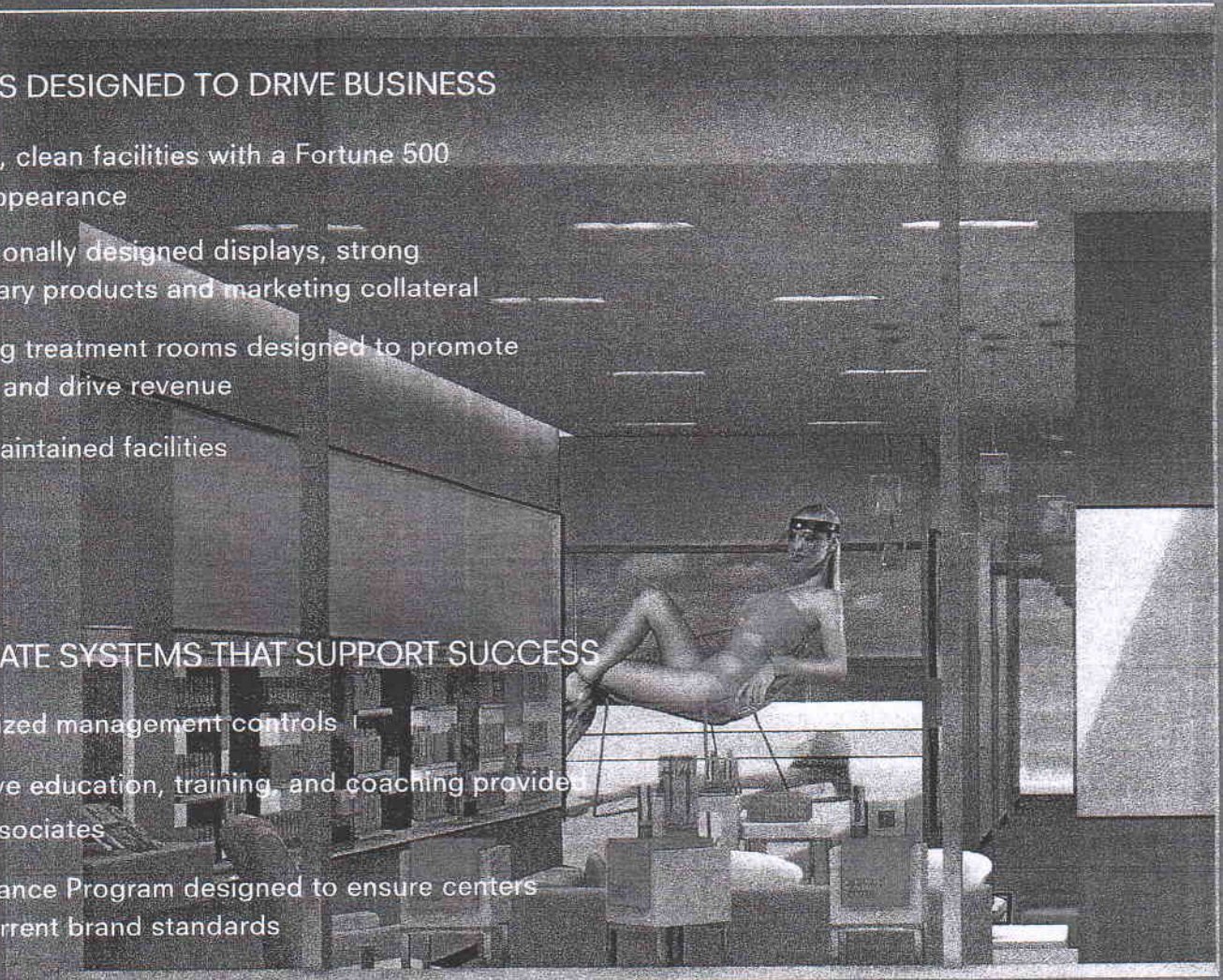
INSIDE AND OUT

FACILITIES DESIGNED TO DRIVE BUSINESS

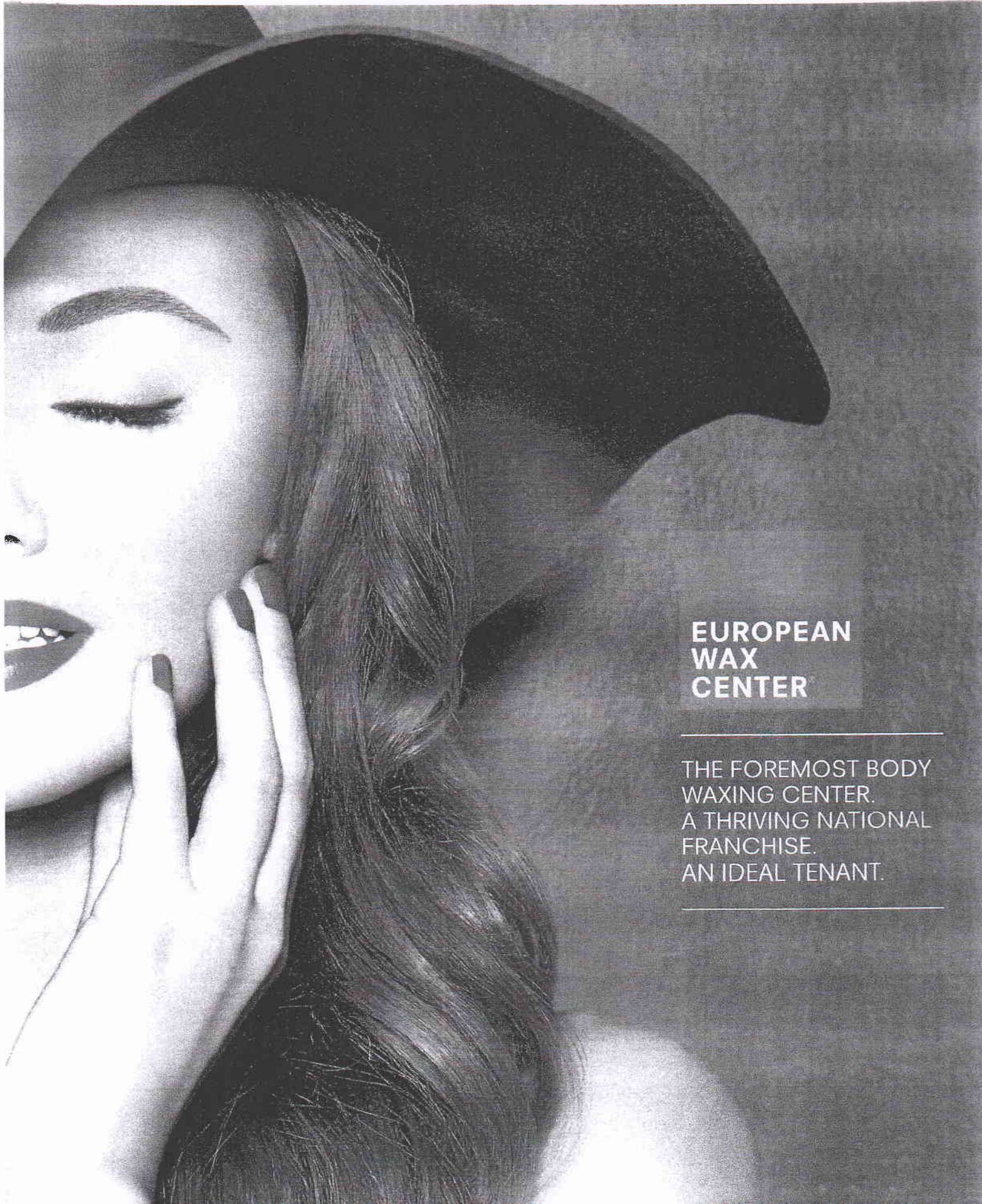
- Upscale, clean facilities with a Fortune 500 brand appearance
- Professionally designed displays, strong proprietary products and marketing collateral
- Soothing treatment rooms designed to promote comfort and drive revenue
- Easily maintained facilities

CORPORATE SYSTEMS THAT SUPPORT SUCCESS

- Centralized management controls
- Extensive education, training, and coaching provided to all associates
- Compliance Program designed to ensure centers meet current brand standards

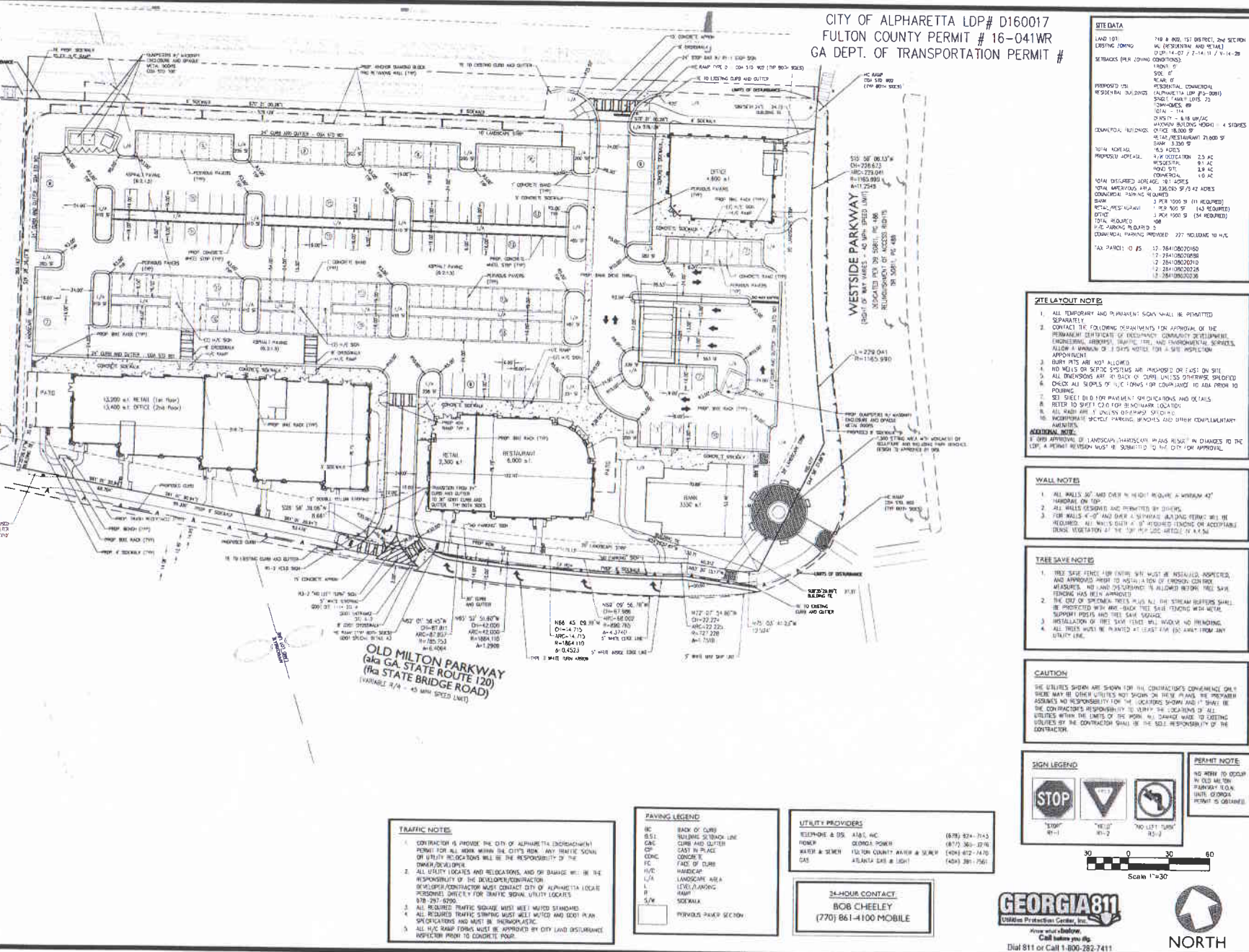


OUR VISION IS TO BECOME AN
ICONIC BEAUTY BRAND
THAT DELIVERS PROFITABLE GROWTH
WITHOUT COMPROMISING
OUR AUTHENTIC CULTURE.



**EUROPEAN
WAX
CENTER**

THE FOREMOST BODY
WAXING CENTER.
A THRIVING NATIONAL
FRANCHISE.
AN IDEAL TENANT.



	
	
Civil Engineering Land Surveying Landscape Architecture	Water Resources Planning Services Air Quality Services
10 Warren Springs, Suite 100 Marietta, Georgia 30067 (770) 411-1191 • www.aecall.com	
SITE LAYOUT PLAN	
EAST VILLAGE COMMERCIAL PLAN ALPHARETTA, FULTON COUNTY, GEORGIA	
REVISIONS 1. (DATE) (BY) (REASON) 2. (DATE) (BY) (REASON)	DATE: 08-15-11
NO. 1	PROJECT NO. 11-00000 CNE, DRAWMAN BY: EST. 1001, JUN CNE, DRAWMAN BY: C. J. JEN LANDSCAPE ARCHITECT BY: J. J. JEN CHECKED BY: J. J. JEN DATE: 10-10-11
SHEET C4.1 	



Development Summary

Current Zoning	R 12/O-C C-1	Retail/Restaurants	25,000 sf
Proposed Zoning	MU	Office	12,000 sf
Site Acreage	23.067 ac*	Parking	
	8.82 ac/acre	Surface	109 sp
Open Space	4.67 ac	Street	81 sp
		Total	280 sp
Residential	186 units		
Single Family	23 units		
Min. Lot Size	3,200 sf		
Min. Dimension	40 x 80		
Townhomes	45 units		
22 x 46	66 units		
Min. Unit Size	2,200 sf		
Max. Height	45		
Max. Stories	4		
Stacked Flats	54 units		
Min. Unit Size	1,601 sf		
Max. Height	54		
Max. Stories	4		
Building Setbacks (conditional per code)			
Front Yard	0		
Rear Yard	0		
Side Yard	0		

*The Site Acreage total is based on 3.106 commercial acres and 17.961 residential acres

Stacked flats: 6 units per building

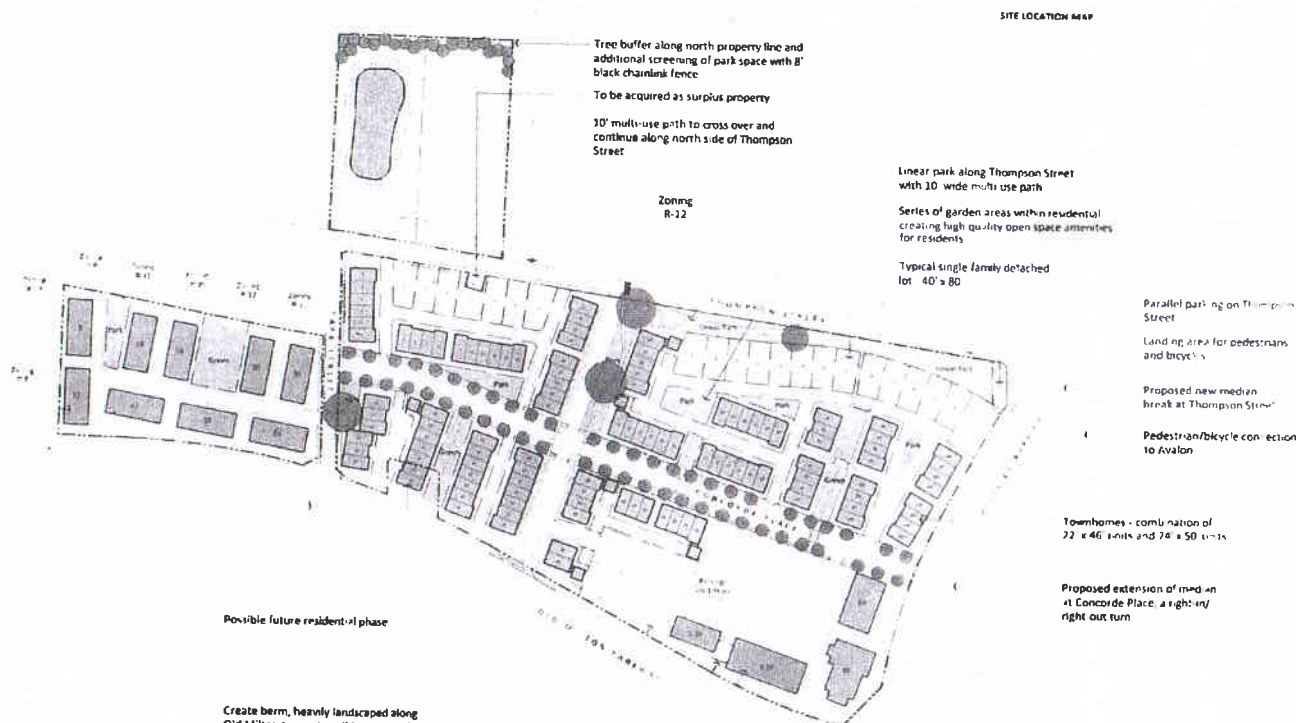
Proposed traffic signal at Park Street: warranted

Possible future residential phase

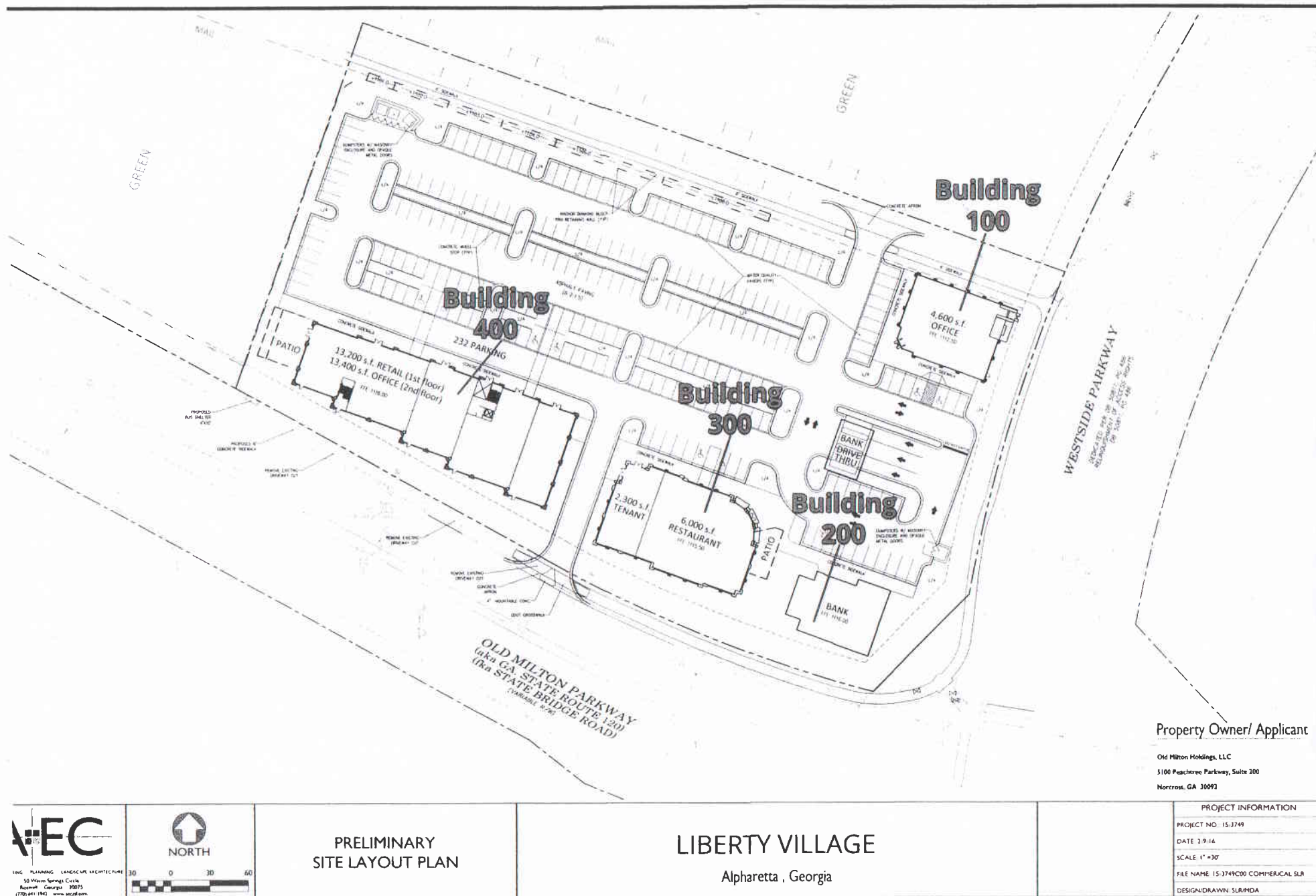
Create berm, heavily landscaped along Old Milton to create solid screen parking

Series of common space between buildings, linked by trellis, to represent continuous structures along Old Milton

Hatching indicates office space on second level



APPROVED SITE PLAN
033015



**WESTSIDE PKWY**

Parcel No. (APN) : 12 -2841-0802-088-9
Land Use Cat : VACANT LAND
Land Use Desc : COMMERCIAL
Building Area :
Lot Area : 136.953 (3.14 ACRES)
Building/Lot Ratio :
No. of Units :
Year Built :
Assessed Value : \$740,000
Owner : OLD MILTON HOLDINGS LLC
Owner Address : 5100 PEACHTREE PKWY # 200,
NORCROSS, GA 30092
Last Market Sale : 3/18/2015 for \$1,850,000
Points of Interest : 0 Results
Site Details : Modify
Shared Notes : 0 Results
Shared Documents : 0 Results

Commands

No
Additional
Results

Services provided by the Business:

European Wax Center offers hair removal and waxing services for men and women. EWC offers wax services like our Brazilian wax, eyebrow, bikini, leg, upper lip, face, full body waxing. Guests can enhance their waxing experience with European Wax Center's signature line of skin and beauty products.

Hours of Operation:

MON-FRI 8AM-8PM

SAT 8AM-6PM

SUN 11AM-6PM

Number of Employees:

Alpharetta European Wax Center Location would 12 Employees.

Certifications:

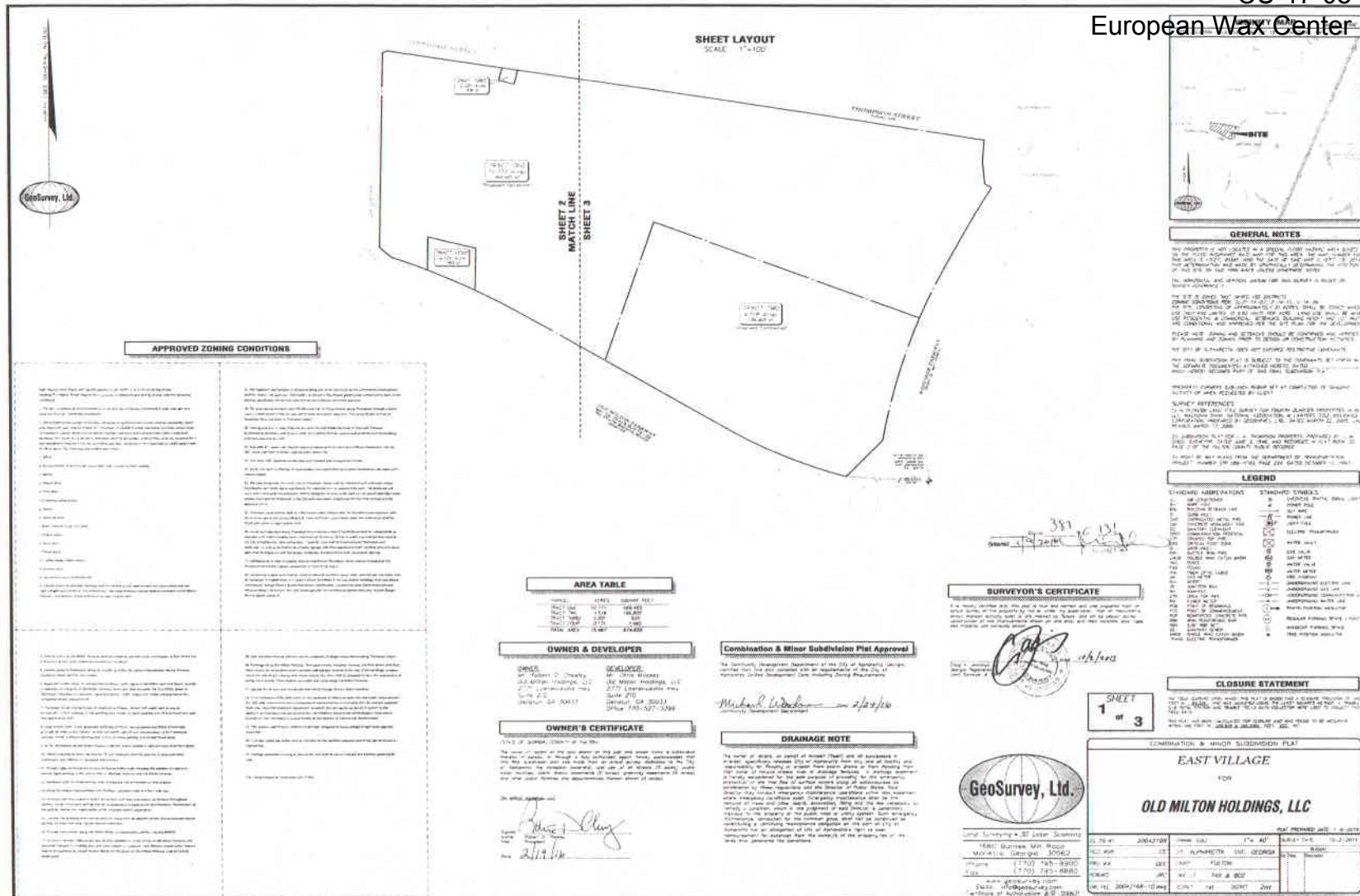
All European Wax Center Specialists would require Certification in Cosmetology.

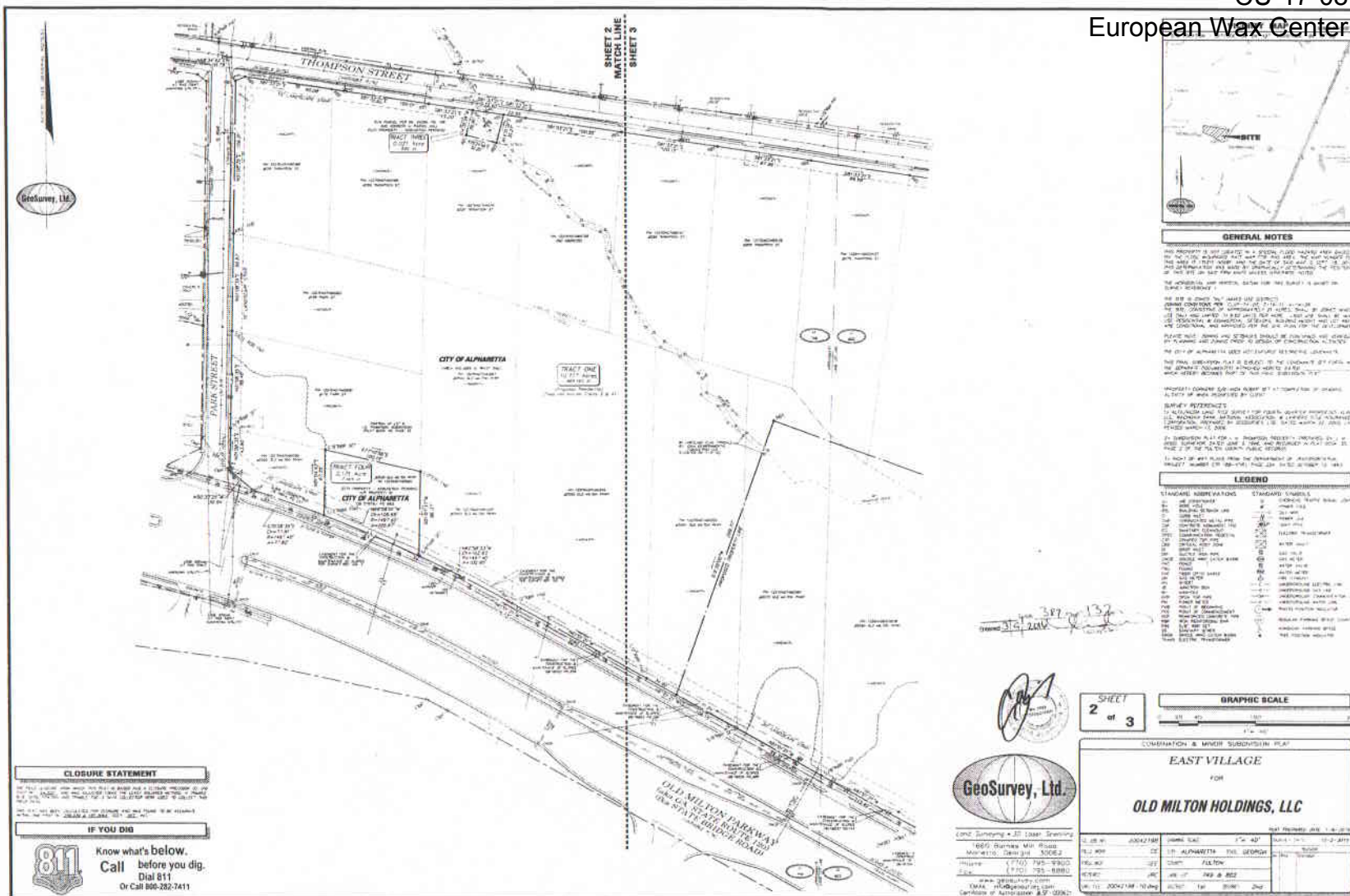
Property Description
East Village - Tract Two
(Commercial Parcel)
(3-16-16)

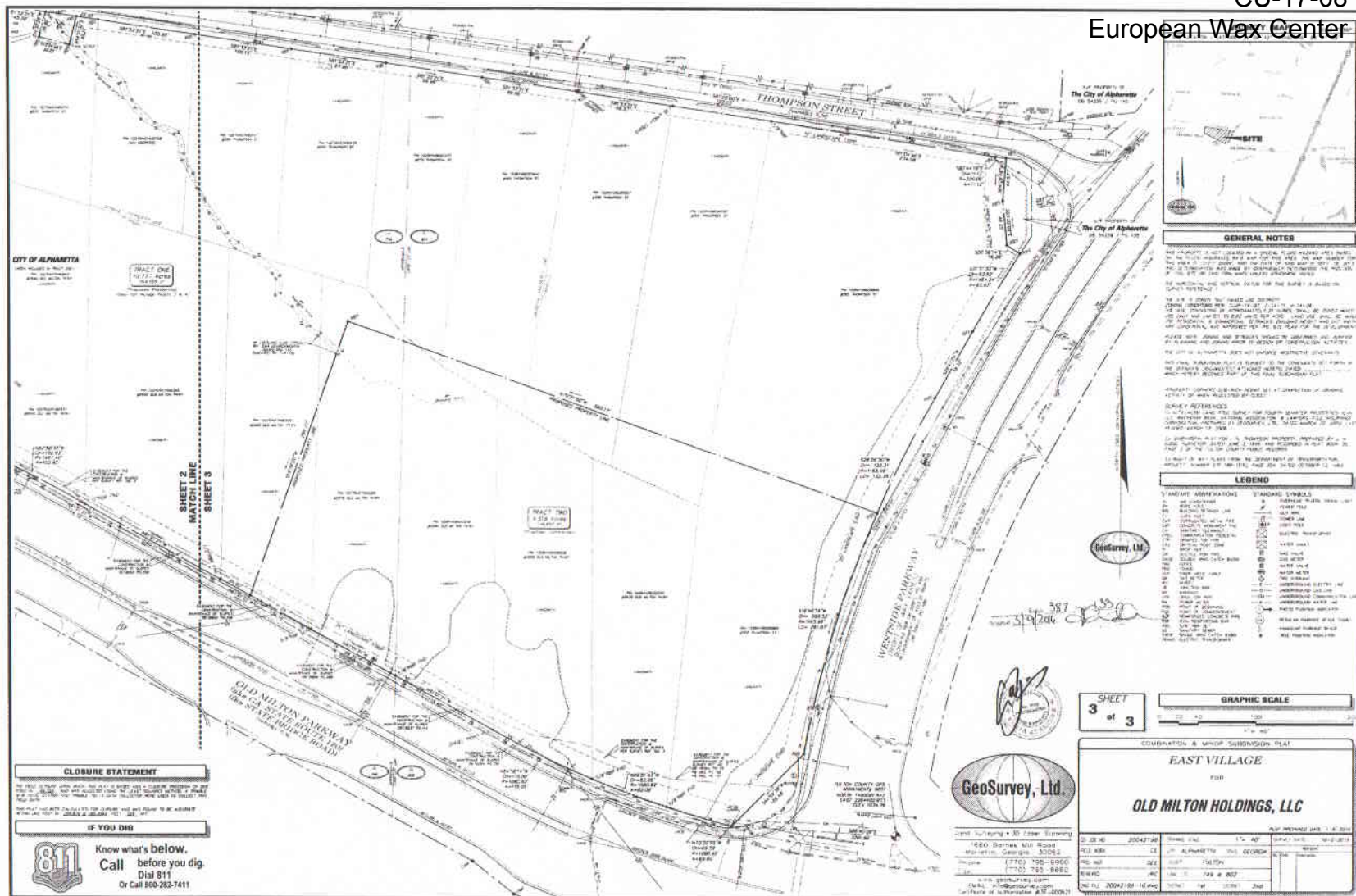
All that tract or parcel of land lying and being in land lots 749 & 802 of the 1st District, 2nd Section, City of Alpharetta, Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at a 5/8-inch rebar set at the southwest corner of the mitered right-of-way intersection of the westerly right-of-way of Westside Parkway (having a variable right-of-way) and the northeasterly right-of-way of Old Milton Parkway (State Route 120, also known as State Bridge Road, having a variable right-of-way); Thence continuing with said northeasterly right-of-way of Old Milton Parkway along a curve to the right having an arc length of 69.60 feet, with a radius of 1080.92 feet, being subtended by a chord bearing of North 73 degrees 32 minutes 55 seconds West, for a distance of 69.59 feet to a 5/8-inch rebar found; Thence along a curve to the right having an arc length of 82.08 feet, with a radius of 1080.92 feet, being subtended by a chord bearing of North 69 degrees 31 minutes 43 seconds West, for a distance of 82.06 feet to a 5/8-inch rebar found; Thence along a curve to the right having an arc length of 115.05 feet, with a radius of 1080.92 feet, being subtended by a chord bearing of North 64 degrees 18 minutes 14 seconds West, for a distance of 115.00 feet to a chisel point found; Thence North 61 degrees 01 minutes 21 seconds West, a distance of 115.40 feet to a 5/8-inch rebar found; Thence North 61 degrees 01 minutes 21 seconds West, a distance of 99.35 feet to a 5/8-inch rebar set; Thence North 61 degrees 01 minutes 21 seconds West, a distance of 71.24 feet to a 5/8-inch rebar set; Thence departing said right-of-way of Old Milton Parkway North 19 degrees 39 minutes 00 seconds East, a distance of 299.76 feet to a 5/8-inch rebar set; Thence South 70 degrees 21 minutes 00 seconds East, a distance of 580.17 feet to a 5/8-inch rebar set on the westerly right-of-way of Westside Parkway; Thence continuing with said right-of-way along a curve to the left having an arc length of 261.07 feet, with a radius of 1165.99 feet, being subtended by a chord bearing of South 16 degrees 46 minutes 19 seconds West, for a distance of 260.52 feet to a 5/8-inch rebar set; Thence South 44 degrees 59 minutes 38 seconds West, a distance of 105.48 feet to a 5/8-inch rebar set, which is the **POINT OF BEGINNING**.

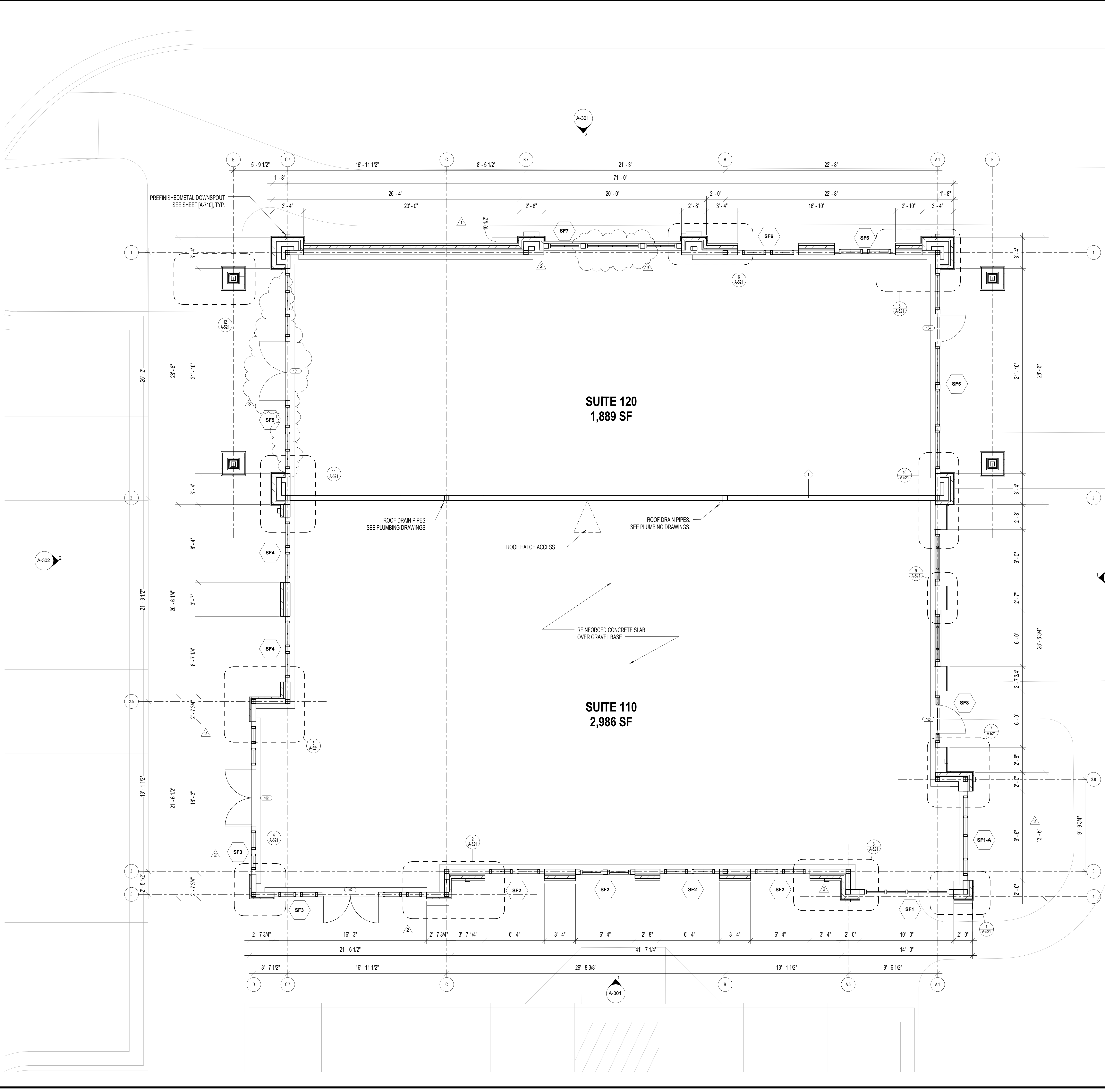
Said tract or parcel of land contains 4.518 Acres.







FILENAME: c:\rental\locat1503078000 - Liberty Village, Chesley Bldg 100\1503078000 - LVC Bldg100 - XAM.dwg PLOTTED: 6/14/2017 11:58 AM SHEET NAME: FLOOR PLAN SHEET NUMBER: A-111 PROJECT NAME: LIBERTY PARK VILLAGE BUILDING 100

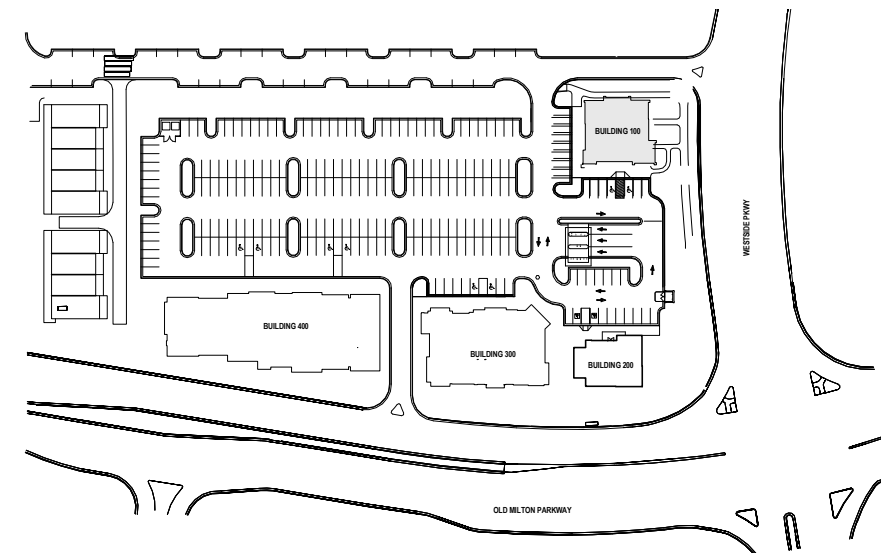


GENERAL NOTES

1. FOR PARTITION TYPES, SEE SHEET A-260.
2. REFER TO WINDOW SCHEDULE FOR WINDOW TYPES.
3. REFER TO DOOR SCHEDULE FOR DOOR TYPES.
4. PROVIDE PORTABLE FIRE EXTINGUISHERS OF THE QUANTITY AND AT LOCATIONS AS REQUIRED BY AUTHORITY WITH JURISDICTION.
5. REFER TO CIVIL DWGS FOR HARDSCAPE / LANDSCAPE & SITE LIGHTING DESIGN.
6. SEE CIVIL ENGINEERING DRAWINGS (UNDER SEPARATE COVER) FOR COMPLETE INFORMATION REGARDING GRADES, LANDSCAPING, PARKING, CURBS, BUMPERS, SIDEWALKS, SITE IMPROVEMENTS, SITE SIGNAGE, ETC. PROVIDE CONTROL JOINTS FOR ALL CONCRETE SLABS OR AS INDICATED ON THE STRUCTURAL DRAWINGS. THE CONTRACTOR SHALL ALSO VERIFY THE LOCATIONS OF UTILITIES BEFORE COMMERCING WORK.
7. PERFORM ALL WORK IN ACCORDANCE WITH ACCEPTED CONSTRUCTION STANDARDS. ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE PLANS AND SPECS, UNLESS A VARIANCE IS APPROVED BY THE DEVELOPER AND ARCHITECT.
8. DIMENSIONS ARE TO COL. CENTERLINE, OR FACE OF STUDICMU, U.N.O.
9. SEE CIVIL DRAWINGS FOR FINISHED FLOOR ELEVATION.
10. ALL GYP. BOARD TO DECK, TAPERED AND DANDIED AND READY TO ACCEPT TENANT FINISHES.
11. SOUND ATTENUATION BATT INSULATION SHALL EXTEND FROM FLOOR TO UNDERSIDE OF DECK ABOVE WHERE PROVIDED.



KEY PLAN



WAKEFIELD BEASLEY & ASSOCIATES

ATLANTA • JACKSONVILLE • PANAMA
ABU DHABI • DUBAI • SHANGHAI



LIBERTY PARK VILLAGE BUILDING 100

LIBERTY PARK VILLAGE PROJECT

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Print Record

09.26.16	PRICING SET
01.20.17	BUILDING PERMIT SUBMITTAL
2	2

Revisions

- 1 05.12.2017 WALL MOUNTED ELECTRICAL PANELS
- 2 05.31.2017 IN HOUSE COORDINATION
- 3 06.14.2017 TENANT DOOR CHANGE

Date 01.06.2017 Job No. 1503078000

Sheet Title

FLOOR PLAN

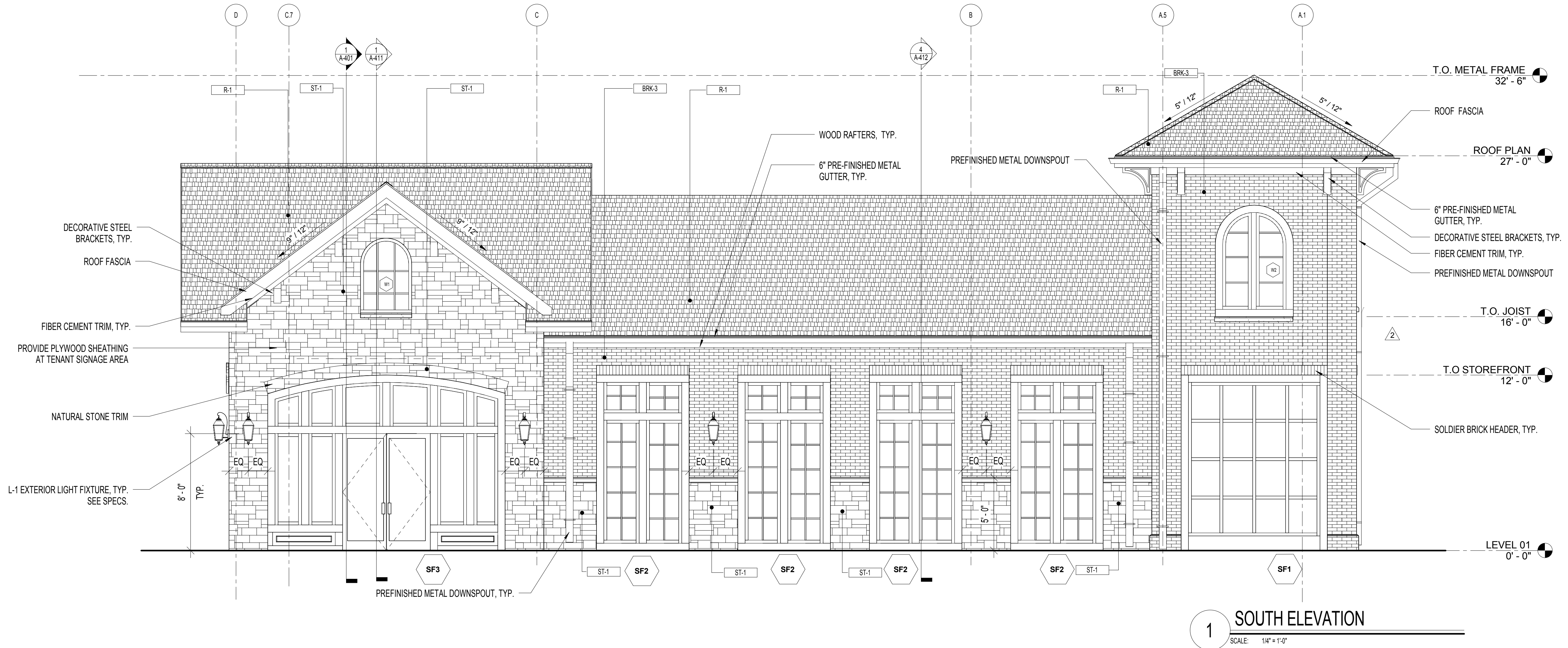
Sheet No.

A-111

RELEASED FOR CONSTRUCTION

EXTERIOR KEY NOTE MATERIAL LEGEND	
BRK-3	BRICK - OLD RICHMOND - CHEROKEE BRICK- QUEEN SIZE
R-1	SLATE ROOFING SYSTEM - MAJESTIC SLATE - MIDNIGHT GRAY COLOR
R-2	STANDING SEAM METAL ROOF - FADED BRONZE COLOR
ST-1	NATURAL STONE - GUILLOTINE LIMESTONE - BORAL

- GENERAL NOTE:
- REFER TO WINDOW SCHEDULE FOR WINDOW TYPES
 - REFER TO DOOR SCHEDULE FOR DOOR TYPES
 - REFER TO STOREFRONT SCHEDULE FOR STOREFRONT TYPES



WAKEFIELD BEASLEY & ASSOCIATES

ATLANTA • JACKSONVILLE • PANAMA
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LIBERTY PARK VILLAGE BUILDING 100

LIBERTY PARK VILLAGE PROJECT

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2	2

Revisions

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2	05.31.2017	IN HOUSE COORDINATION
3	06.14.2017	TENANT DOOR CHANGE

Date	Job No.
01.06.2017	1503078000

Sheet Title

EXTERIOR ELEVATIONS

Sheet No.

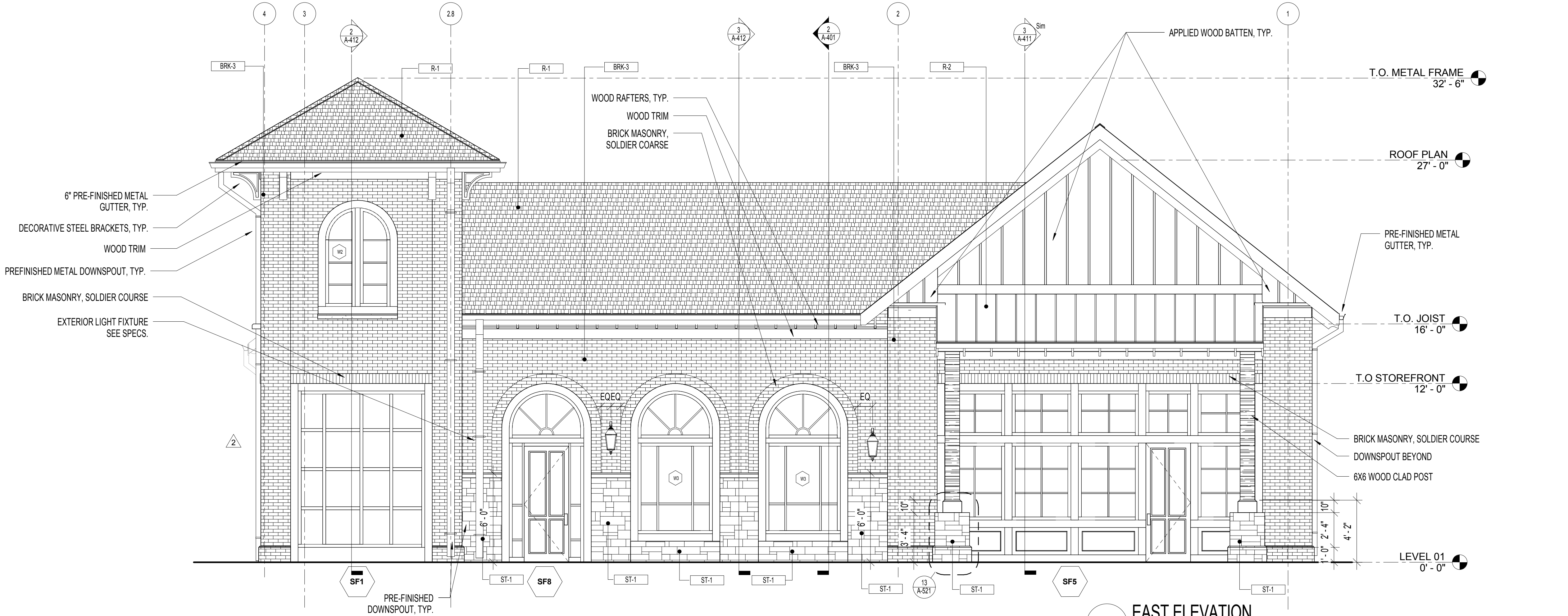
A-301

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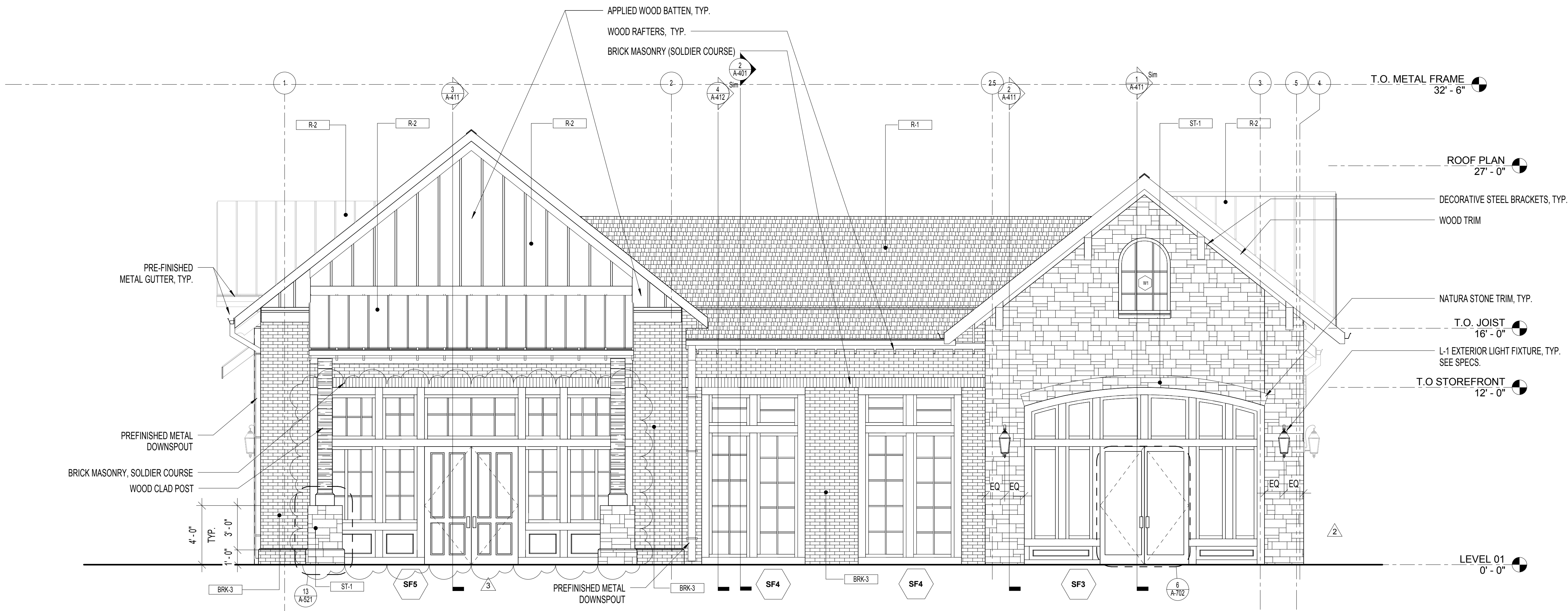
EXTERIOR KEY NOTE MATERIAL LEGEND	
BRK-3	BRICK - OLD RICHMOND - CHEROKEE BRICK- QUEEN SIZE
R-1	SLATE ROOFING SYSTEM - MAJESTIC SLATE - MIDNIGHT GRAY COLOR
R-2	STANDING SEAM METAL ROOF - FADED BRONZE COLOR
ST-1	NATURAL STONE - GUILLOTINE LIMESTONE - BORAL

GENERAL NOTE:

- REFER TO WINDOW SCHEDULE FOR WINDOW TYPES
- REFER TO DOOR SCHEDULE FOR DOOR TYPES
- REFER TO STOREFRONT SCHEDULE FOR STOREFRONT TYPES



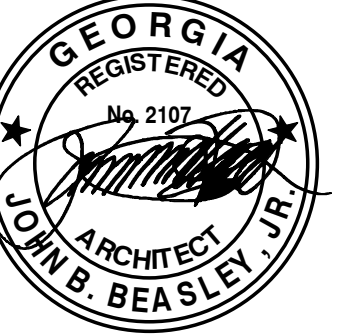
1 EAST ELEVATION
SCALE: 1/4" = 1'-0"



2 WEST ELEVATION
SCALE: 1/4" = 1'-0"

WAKEFIELD
BEASLEY &
ASSOCIATES

ATLANTA • JACKSONVILLE • PANAMA
ABU DHABI • DUBAI • SHANGHAI



LIBERTY PARK VILLAGE
BUILDING 100

LIBERTY PARK VILLAGE PROJECT

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Revisions

2	05.31.2017	IN HOUSE COORDINATION
3	06.14.2017	TENANT DOOR CHANGE

Date Job No.

01.06.2017 1503078000

Sheet Title

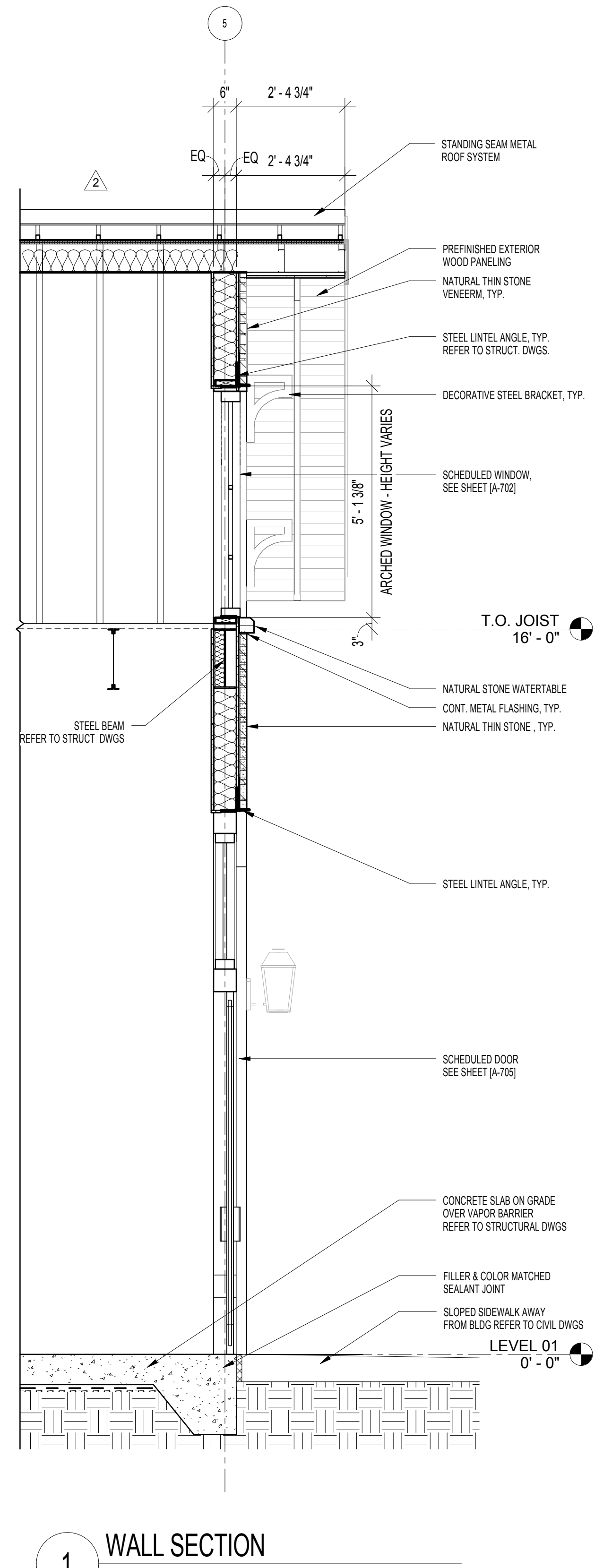
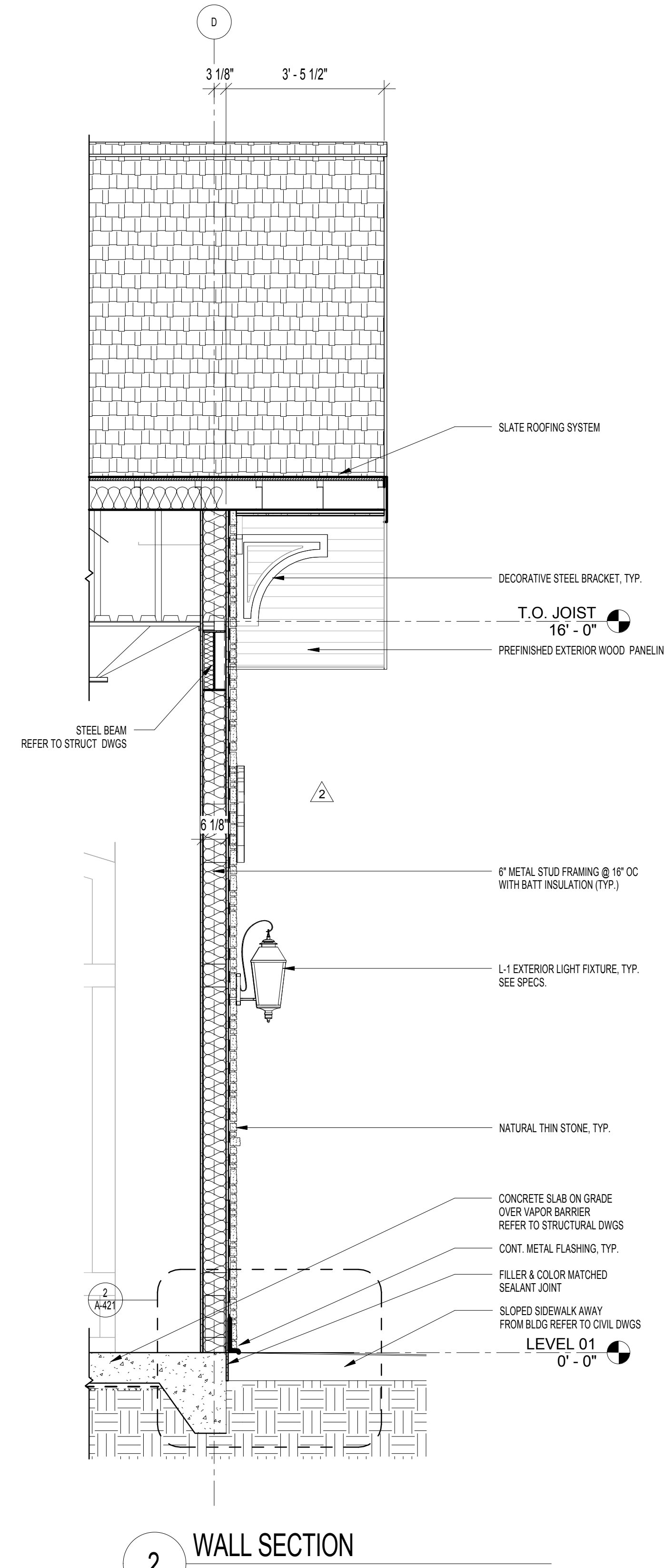
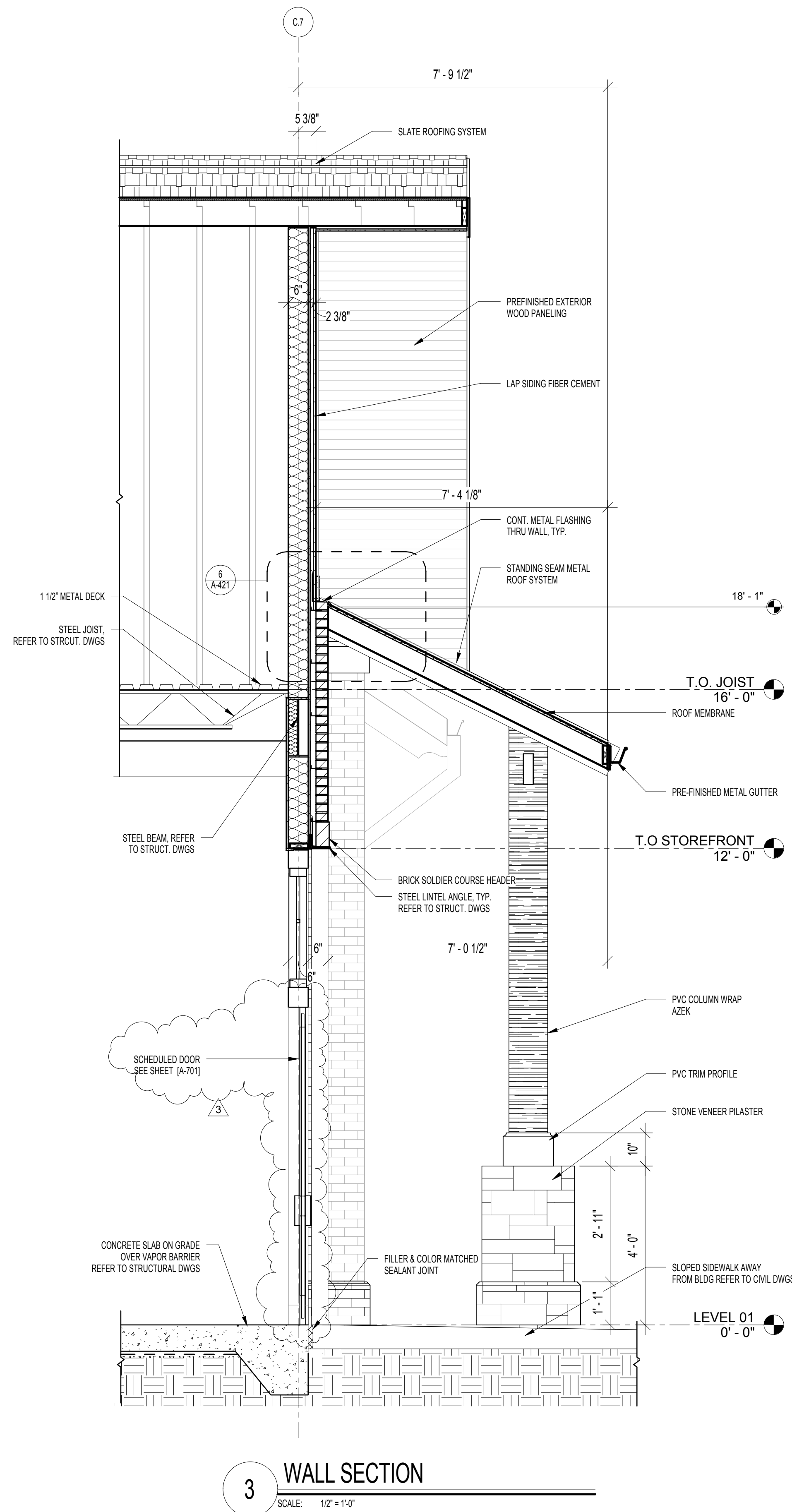
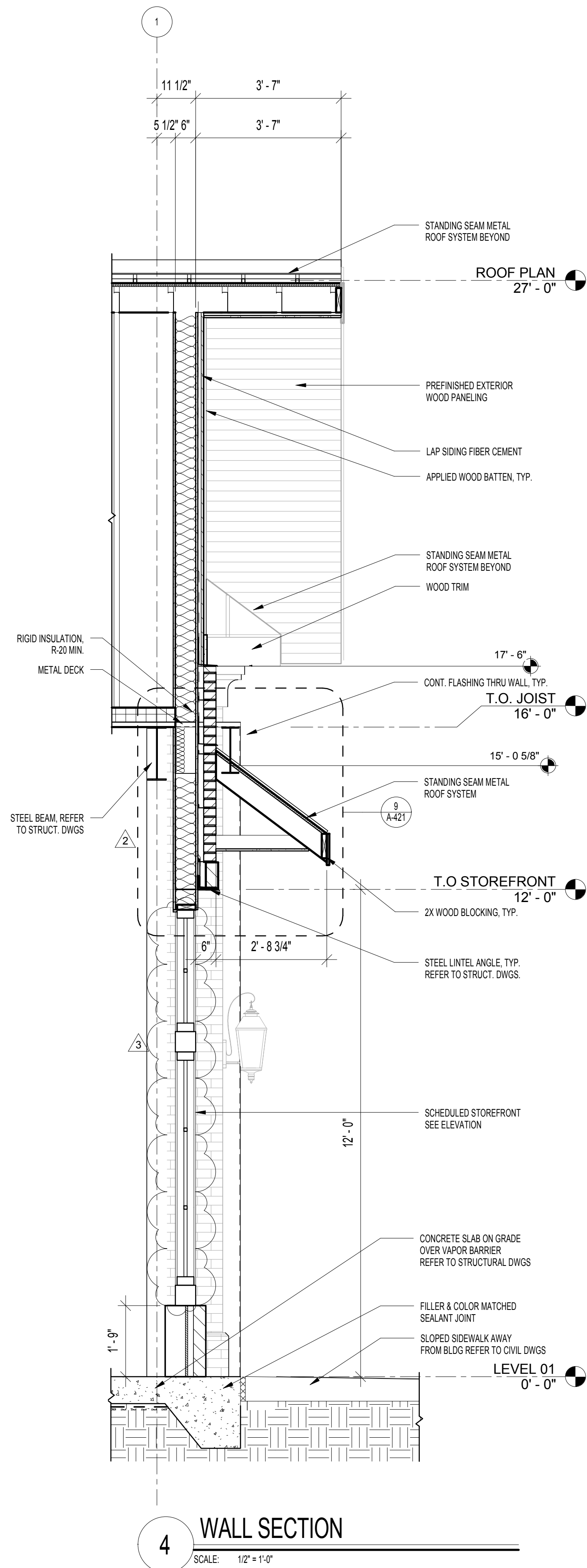
EXTERIOR
ELEVATIONS

Sheet No.

A-302

RELEASED FOR CONSTRUCTION

6/14/2017 1:52:28 AM
PLOTTED:
SHEET NAME: WALL SECTIONS SHEET NUMBER: A-411 PROJECT NAME: LIBERTY PARK VILLAGE BUILDING 100
FILENAME: c:\temp\Local\1503078000 - Liberty Village - Cheshire Bldg 100\1503078000 - LVC - Bldg 100 - AAM.dwg



CU-17-08
European Wall Gates

WAKEFIELD BEASLEY & ASSOCIATES

ATLANTA • JACKSONVILLE • PANAMA
ABU DHABI • DUBAI • SHANGHAI



LIBERTY PARK VILLAGE BUILDING 100

LIBERTY PARK VILLAGE PROJECT

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Print Record

	PRICING SET
09.26.16	
01.20.17	BUILDING PERMIT SUBMITTAL
2	2

Revisions

2	05.31.2017	IN HOUSE COORDINATION
3	06.14.2017	TENANT DOOR CHANGE

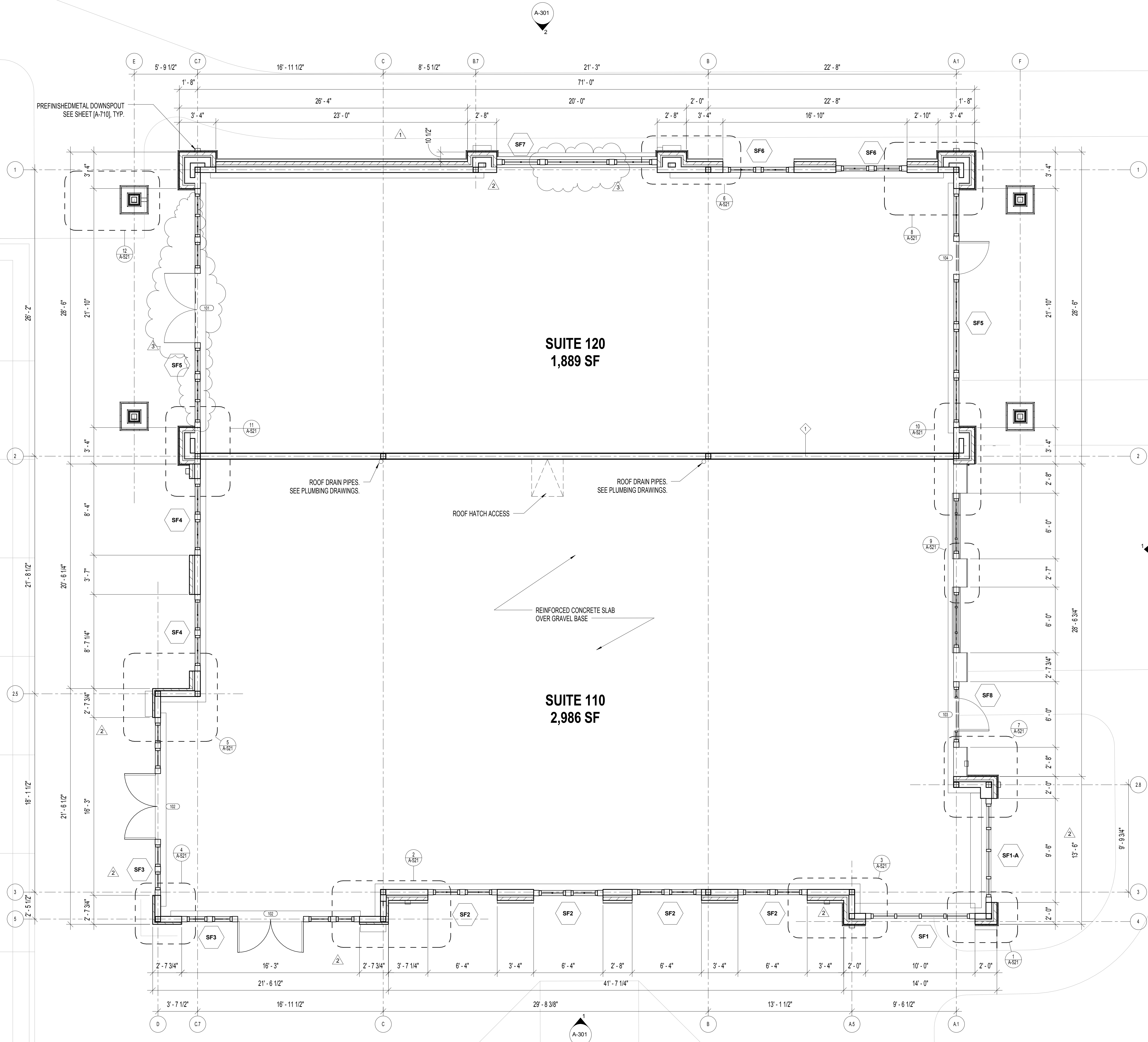
Date	Job No.
01.09.2017	1503078000
Sheet Title	

WALL SECTIONS

Sheet No.
A-411

RELEASED FOR CONSTRUCTION

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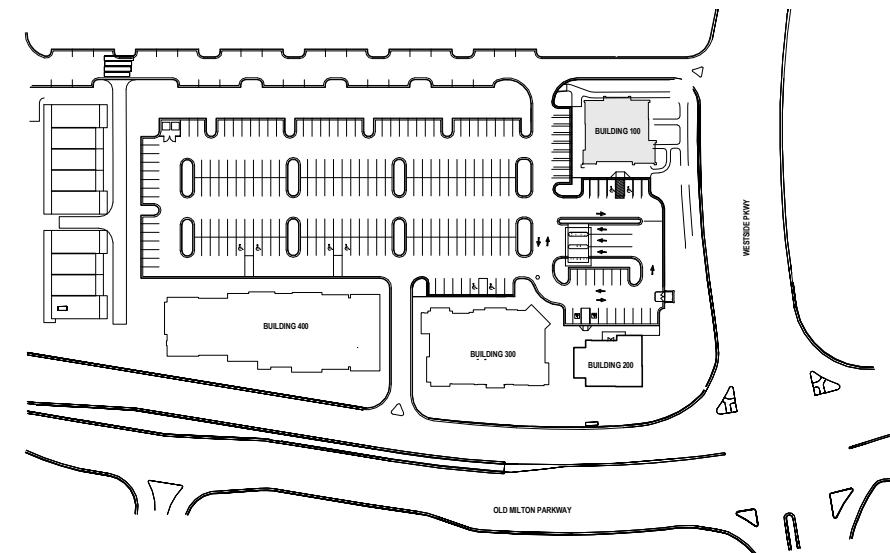


GENERAL NOTES

1. FOR PARTITION TYPES, SEE SHEET A-260.
2. REFER TO WINDOW SCHEDULE FOR WINDOW TYPES.
3. REFER TO DOOR SCHEDULE FOR DOOR TYPES.
4. PROVIDE PORTABLE FIRE EXTINGUISHERS OF THE QUANTITY AND AT LOCATIONS AS REQUIRED BY AUTHORITY WITH JURISDICTION.
5. REFER TO CIVIL DWGS FOR HARDSCAPE / LANDSCAPE & SITE LIGHTING DESIGN.
6. SEE CIVIL ENGINEERING DRAWINGS (UNDER SEPARATE COVER) FOR COMPLETE INFORMATION REGARDING GRADES, LANDSCAPING, PARKING, CURBS, BUMPERS, SIDEWALKS, SITE IMPROVEMENTS, SITE SIGNAGE, ETC. PROVIDE CONTROL JOINTS FOR ALL CONCRETE SLABS OR AS INDICATED ON THE STRUCTURAL DRAWINGS. THE CONTRACTOR SHALL ALSO VERIFY THE LOCATIONS OF UTILITIES BEFORE COMMERCING WORK.
7. PERFORM ALL WORK IN ACCORDANCE WITH ACCEPTED CONSTRUCTION STANDARDS. ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE PLANS AND SPECS, UNLESS A VARIANCE IS APPROVED BY THE DEVELOPER AND ARCHITECT.
8. DIMENSIONS ARE TO COL. CENTERLINE, OR FACE OF STUDICMU, U.N.O.
9. SEE CIVIL DRAWINGS FOR FINISHED FLOOR ELEVATION.
10. ALL GYP. BOARD TO DECK, TAPERED AND DANDIED AND READY TO ACCEPT TENANT FINISHES.
11. SOUND ATTENUATION BATT INSULATION SHALL EXTEND FROM FLOOR TO UNDERSIDE OF DECK ABOVE WHERE PROVIDED.



KEY PLAN



WAKEFIELD BEASLEY & ASSOCIATES

ATLANTA • JACKSONVILLE • PANAMA
ABU DHABI • DUBAI • SHANGHAI



LIBERTY PARK VILLAGE BUILDING 100

LIBERTY PARK VILLAGE PROJECT

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Print Record

09.26.16	PRICING SET
01.20.17	BUILDING PERMIT SUBMITTAL
2	2

Revisions

- 1 05.12.2017 WALL MOUNTED ELECTRICAL PANELS
- 2 05.31.2017 IN HOUSE COORDINATION
- 3 06.14.2017 TENANT DOOR CHANGE

Date	Job No.
01.06.2017	1503078000
Sheet Title	

FLOOR PLAN

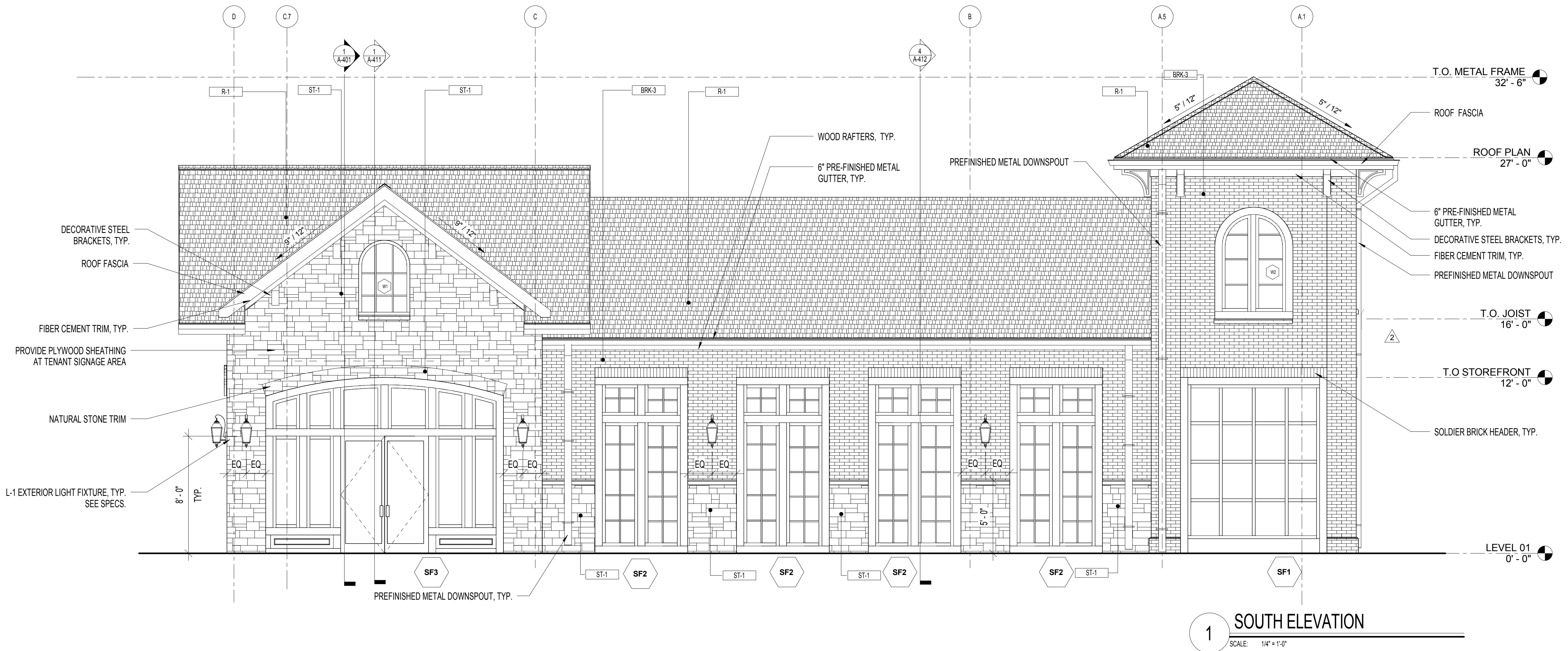
Sheet No.

A-111

RELEASED FOR CONSTRUCTION

EXTERIOR KEY NOTE MATERIAL LEGEND	
BRK-3	BRICK - OLD RICHMOND - CHEROKEE BRICK- QUEEN SIZE
R-1	SLATE ROOFING SYSTEM - MAJESTIC SLATE - MIDNIGHT GRAY COLOR
R-2	STANDING SEAM METAL ROOF - FADED BRONZE COLOR
ST-1	NATURAL STONE - GUILLOTINE LIMESTONE - BORAL

- GENERAL NOTE:
- REFER TO WINDOW SCHEDULE FOR WINDOW TYPES
 - REFER TO DOOR SCHEDULE FOR DOOR TYPES
 - REFER TO STOREFRONT SCHEDULE FOR STOREFRONT TYPES



WAKEFIELD BEASLEY & ASSOCIATES

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Print Record

09.26.16	PRICING SET
01.20.17	BUILDING PERMIT SUBMITTAL
2	2

Revisions

1	05.12.2017	WALL MOUNTED ELECTRICAL PANELS
2	05.31.2017	IN HOUSE COORDINATION
3	06.14.2017	TENANT DOOR CHANGE

Date	Job No.
01.06.2017	1503078000

Sheet Title

EXTERIOR ELEVATIONS

Sheet No.

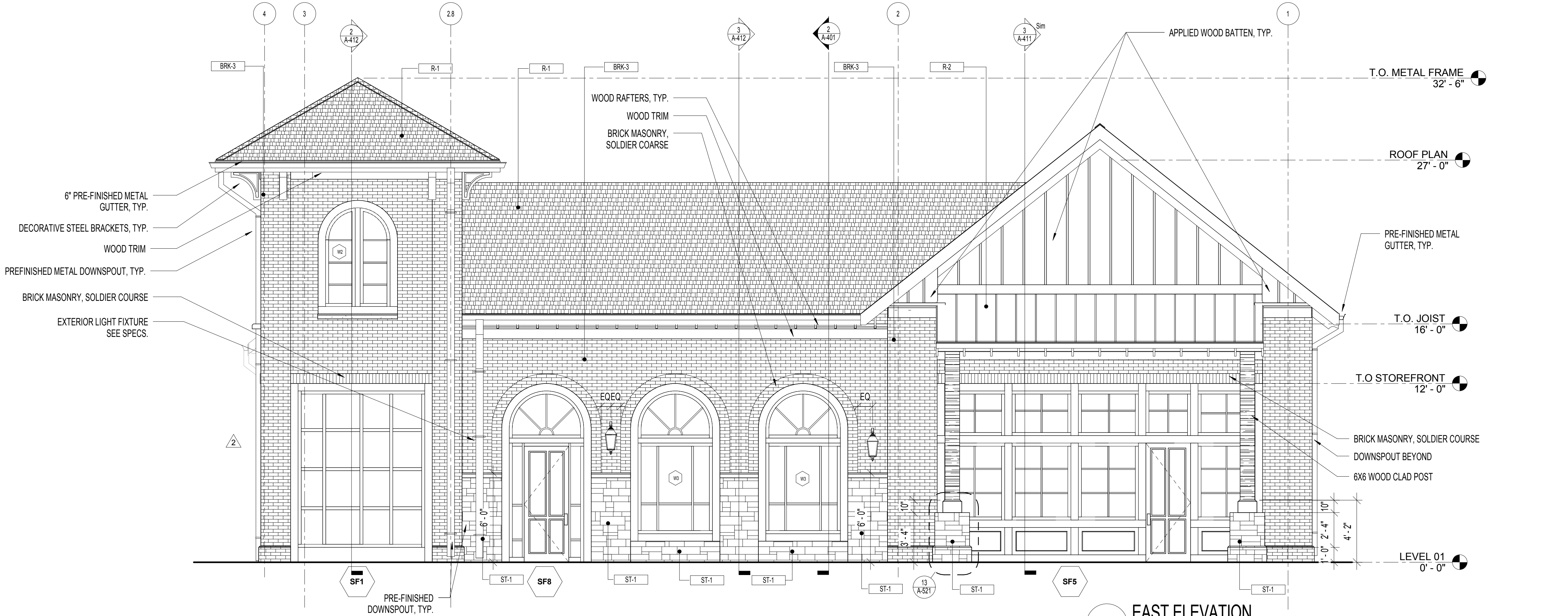
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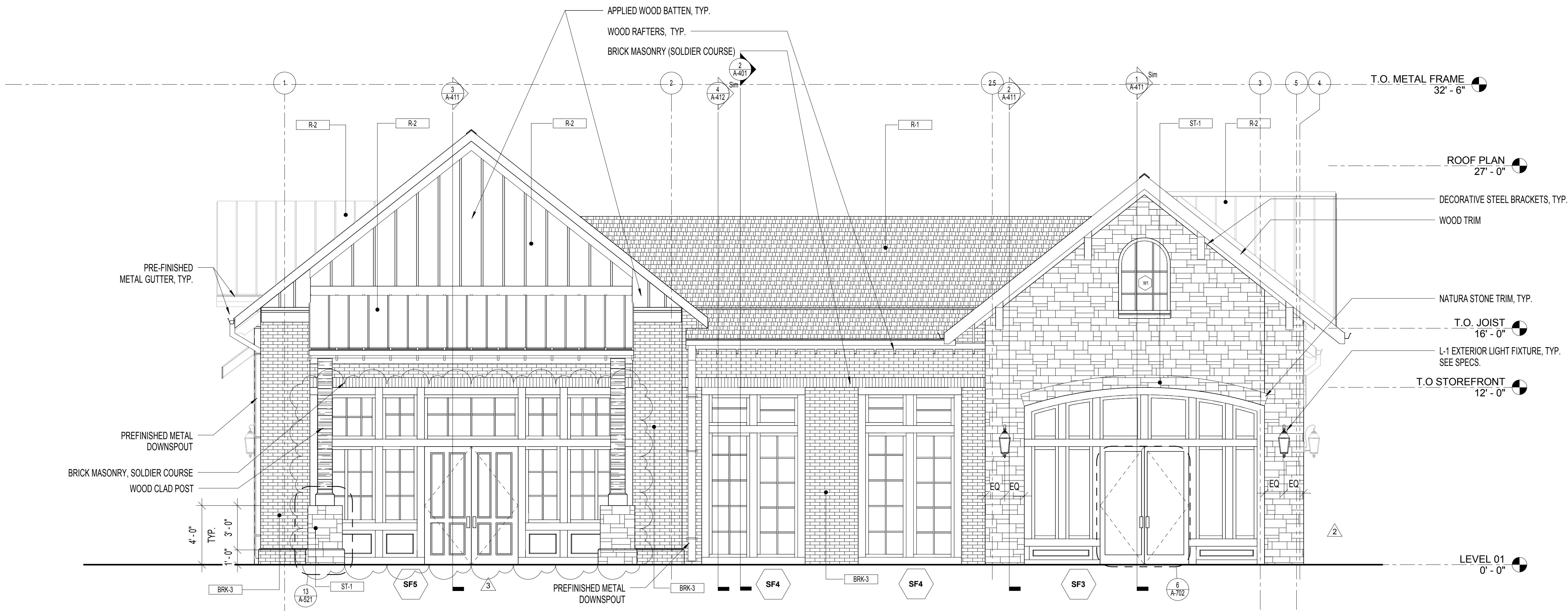
EXTERIOR KEY NOTE MATERIAL LEGEND	
BRK-3	BRICK - OLD RICHMOND - CHEROKEE BRICK- QUEEN SIZE
R-1	SLATE ROOFING SYSTEM - MAJESTIC SLATE - MIDNIGHT GRAY COLOR
R-2	STANDING SEAM METAL ROOF - FADED BRONZE COLOR
ST-1	NATURAL STONE - GUILLOTINE LIMESTONE - BORAL

GENERAL NOTE:

- REFER TO WINDOW SCHEDULE FOR WINDOW TYPES
- REFER TO DOOR SCHEDULE FOR DOOR TYPES
- REFER TO STOREFRONT SCHEDULE FOR STOREFRONT TYPES



1 EAST ELEVATION
SCALE: 1/4" = 1'-0"



2 WEST ELEVATION
SCALE: 1/4" = 1'-0"

WAKEFIELD
BEASLEY &
ASSOCIATES

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LIBERTY PARK VILLAGE
BUILDING 100

LIBERTY PARK VILLAGE PROJECT

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2	2

Revisions

2	05.31.2017	IN HOUSE COORDINATION
3	06.14.2017	TENANT DOOR CHANGE

Date Job No.

01.06.2017 1503078000

Sheet Title

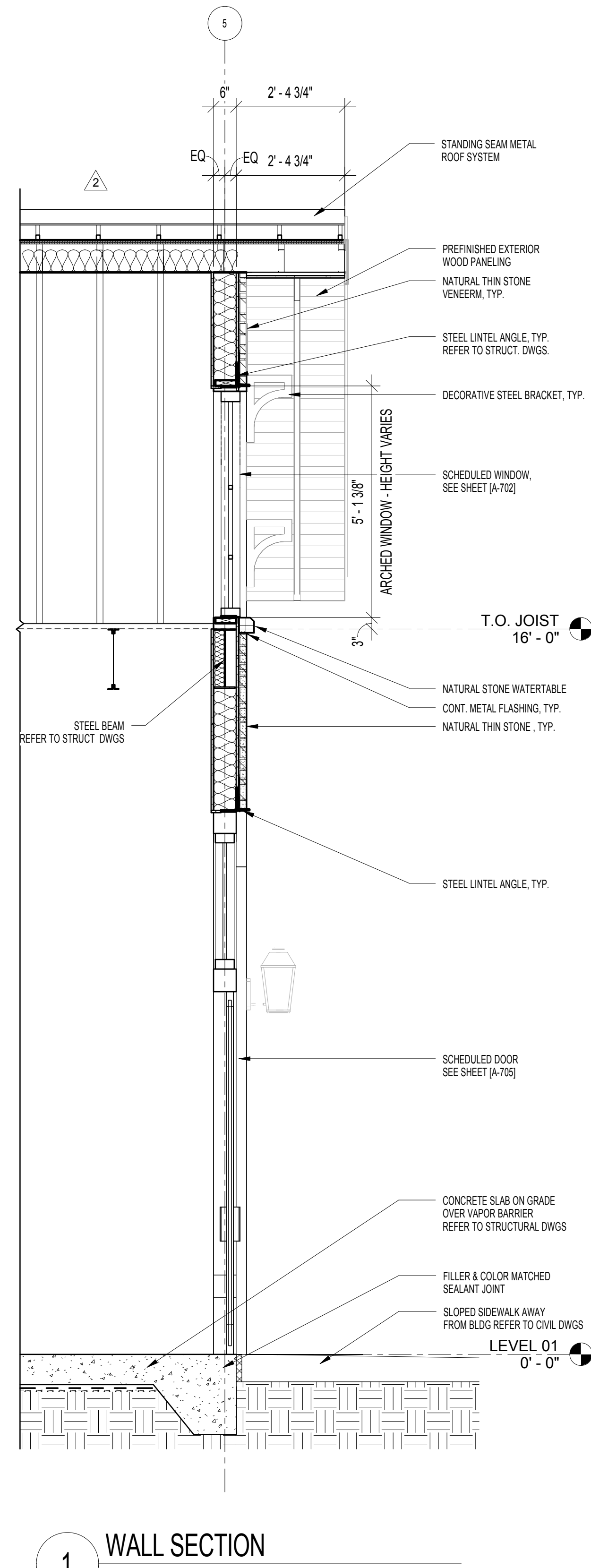
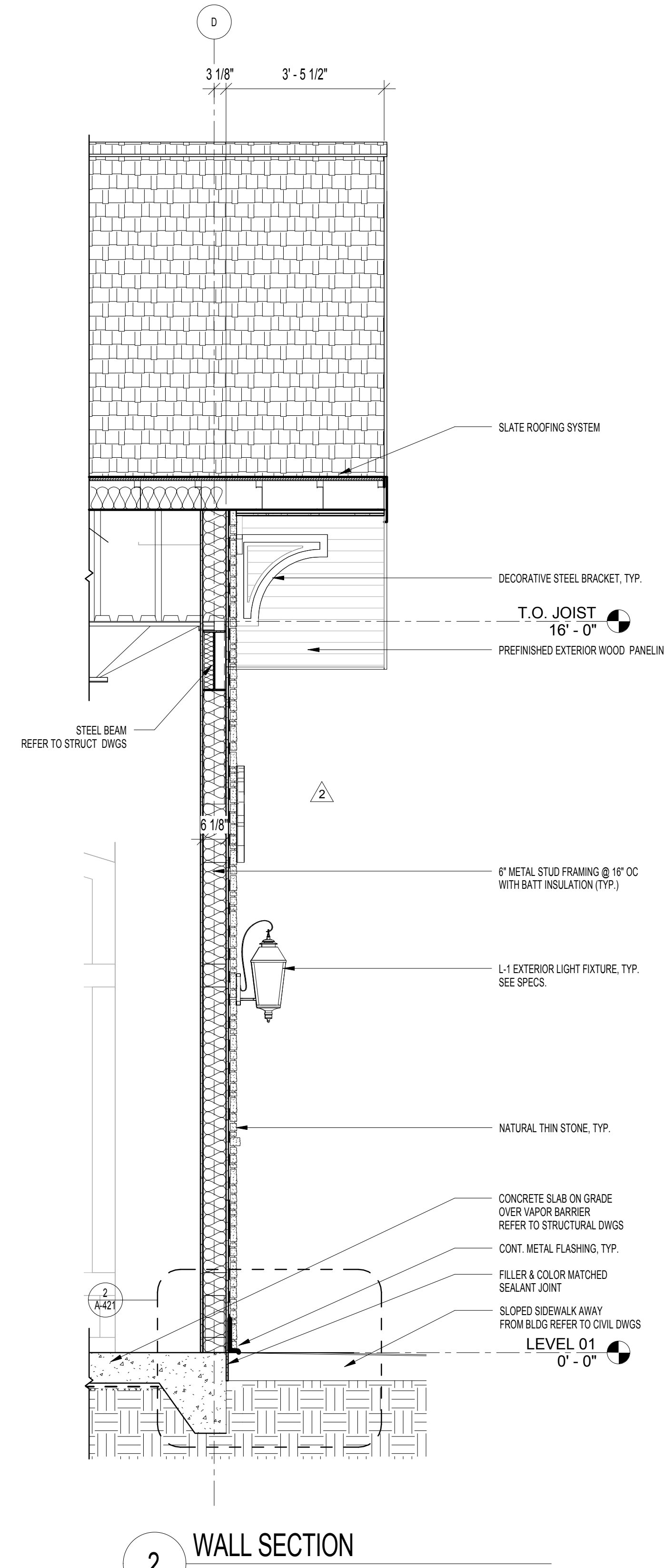
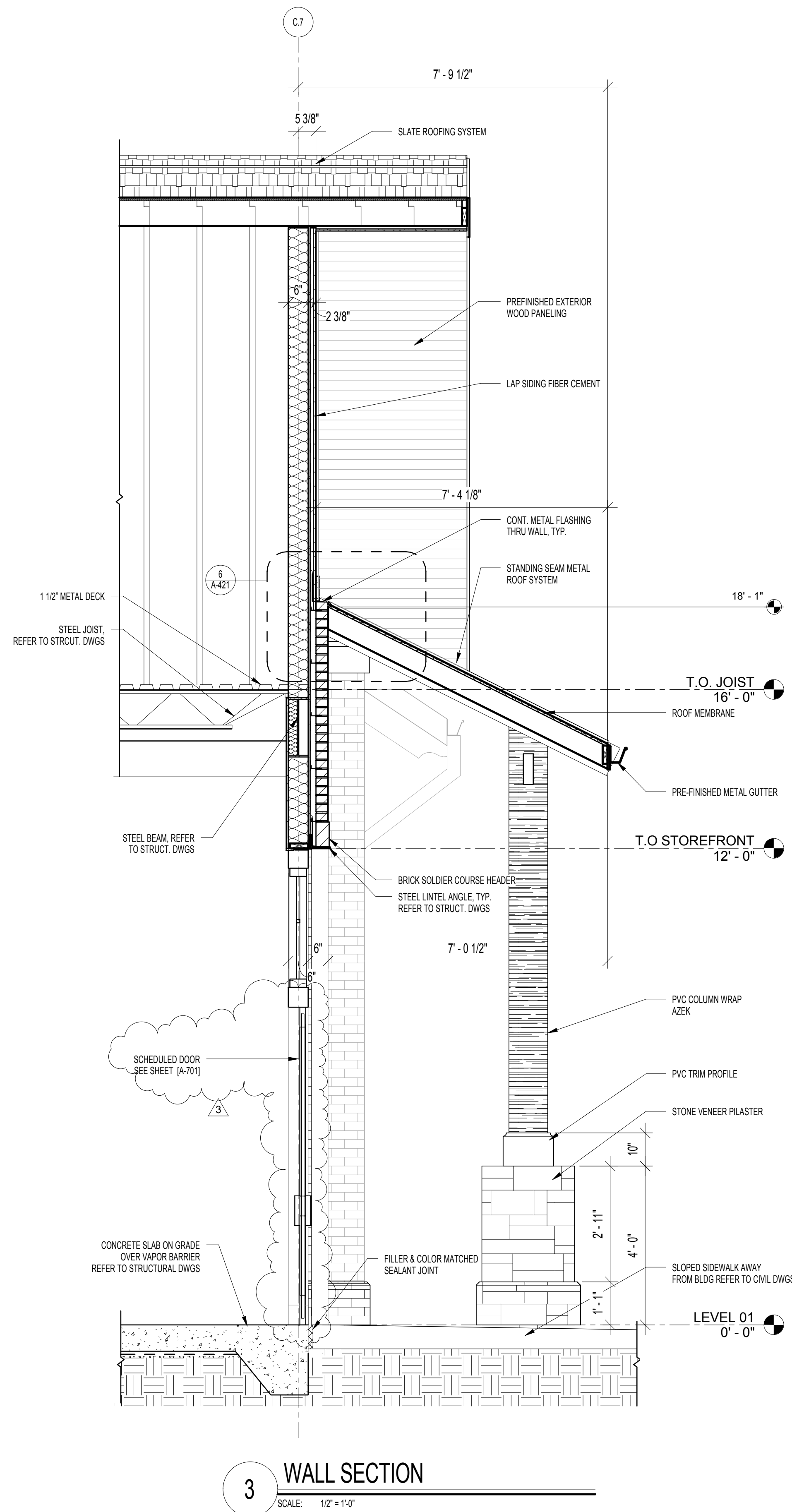
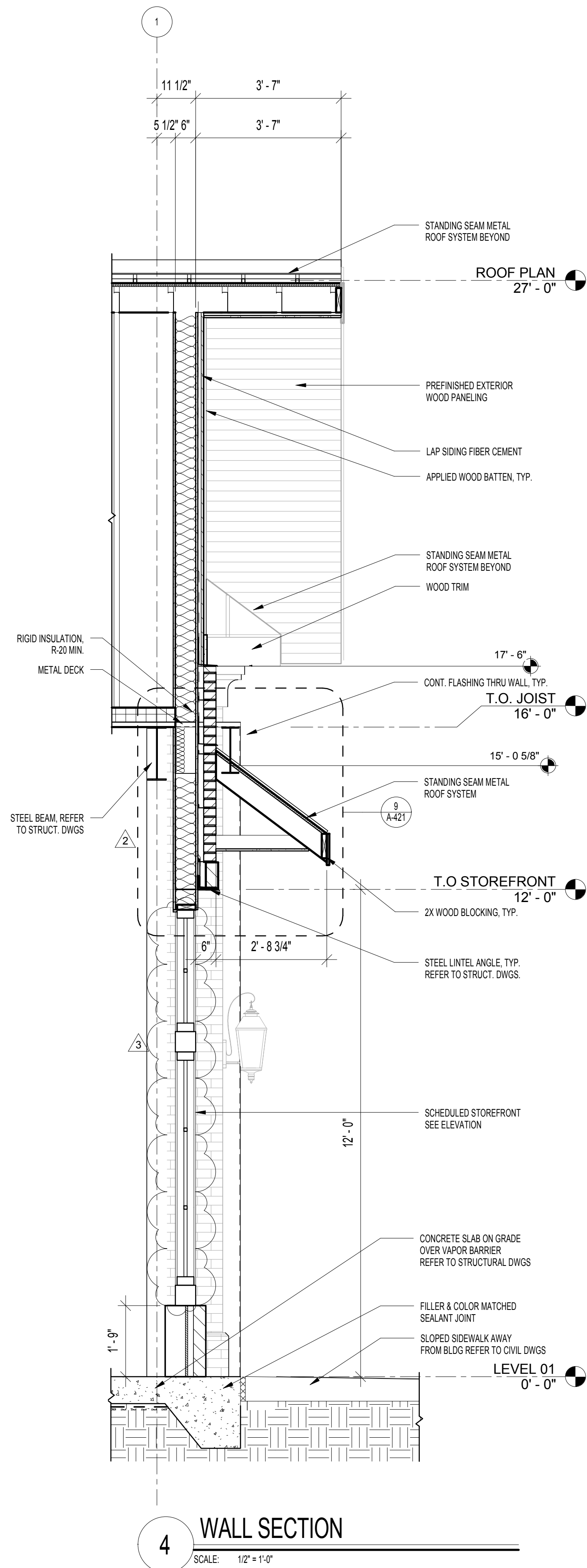
EXTERIOR
ELEVATIONS

Sheet No.

A-302

RELEASED FOR CONSTRUCTION

6/14/2017 1:52:28 AM
PLOTTED:
SHEET NAME: WALL SECTIONS SHEET NUMBER: A-411 PROJECT NAME: LIBERTY PARK VILLAGE BUILDING 100
FILENAME: c:\temp\Local\1503078000 - Liberty Village - Cheshire Bldg 100\1503078000 - LVC Bldg 100 - AAM.dwg
CU-17-08
European Wall Section



WAKEFIELD BEASLEY & ASSOCIATES

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LIBERTY PARK VILLAGE BUILDING 100

LIBERTY PARK VILLAGE PROJECT

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2	2

Revisions

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3	06.14.2017	TENANT DOOR CHANGE

Date	Job No.
01.09.2017	1503078000
Sheet Title	

WALL SECTIONS

Sheet Title
A-411

RELEASED FOR CONSTRUCTION



City Council Meeting and Public Hearing STAFF REPORT

Submitting Department: Community Development

Submitted By:

Meeting Date: October 23, 2017

I. AGENDA ITEM TITLE: PH-17-27: EDWARD ANDREWS HOMES/DETENTION POND WALL

THIS ITEM WAS TABLED ON OCTOBER 2, 2017. IT MUST BE REMOVED FROM THE TABLE FOR CONSIDERATION.

CONSIDERATION OF FINISHING MATERIALS FOR DETENTION POND WALL. THE PROPERTY IS LOCATED ON THE NORTH SIDE OF THOMPSON STREET, JUST WEST OF PARK STREET AND IS LEGALLY DESCRIBED AS BEING LOCATED IN LAND LOT 749, 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:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:

Council Agenda Report, Location Map, Landscape Plan, Current Art Wall Concept, Photos, Previous Art Wall 8.30.17, Application, Citizen Part B Report



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT
SUBMITTED BY: KATHI COOK
DRAFTED BY: MICHAEL WOODMAN

I. AGENDA ITEM TITLE: PH-17-27 EDWARD ANDREWS HOMES THOMPSON STREET/DETENTION POND WALL

CITY COUNCIL: OCTOBER 23, 2017

Update: In order to address concerns, a meeting was held with residents, staff and Council members. A follow-up meeting was held with staff which resulted in changes to the wall panel opening. The opening was reduced to 5'x 10' from 7' x 14'. Also, since residents were concerned with interchangeable art, Staff is recommending a permanent art installation using muted colors with final approval by staff. Examples of permanent art were shown to residents and are attached.

II. RECOMMENDATION:

Approve PH-17-27 Edward Andrews Homes Thompson Street/Detention Pond Wall and Courtyard Material Request, subject to the following conditions:

1. Detention pond shall be heavily landscaped and retaining walls shall be faced with brick or stone where visible from public right of way, except that 3 designated areas for public art shall be permitted on the north elevation of the detention pond wall, as depicted on the rendering prepared by Edward Andrews Homes with final approval by Staff. Design of detention facility will minimize standing water where feasible with final determination to be made by staff.
2. Developer shall record a legal document allowing for the detention pond wall to be used for public art.
3. Public art pieces shall be permanent and require approval at a Design Review Board meeting where notification is given to adjacent property owners.
4. Previous conditions of zoning shall remain in effect, except as modified by these conditions.

III. REPORT IN BRIEF:

The applicant, Edward Andrews Homes, requests a change to previous conditions of zoning on a 5.85-acre property approved for a 'For-Sale' residential subdivision. The requested changes would allow for public art on the detention pond wall and an evergreen hedge with columns to define courtyard areas for homes fronting Thompson Street. The subject property is located on the north side of Thompson Street, just west of Park Street.

DISCUSSION

The submitted request, if approved, will allow for changes to previous conditions of zoning related to the Thompson Street Investments (Edward Andrews Homes – Midwick) residential subdivision on Thompson Street. The proposed changes would allow courtyard areas fronting Thompson Street to be defined with a wall or evergreen hedge and to allow public art on the detention pond wall. The subject property is located on the north side of Thompson Street, just west of Park Street.

The property was approved on October 26, 2015 for a rezoning to DT-LW (Downtown Live-Work) to allow 40 'For-Sale' townhome units on 5.85 acres. Council recently approved a change to previous conditions of zoning to allow 17 townhomes to be converted to 17 single-family detached units for lots along Thompson Street. As shown below, the applicant proposes the following changes to two (2) previous conditions of zoning related to file CLUP-15-04/Z-15-06/V-15-07 Thompson Street Investments:

9. Thompson Street homes shall include courtyards with low stacked stone and/or brick walls or evergreen hedge with columns between sidewalk and home, as depicted on streetscape elevation prepared by Edward Andrews Homes, dated 8/30/2017, with final approval by Staff. Under ledge lighting of wall shall be required in order to enhance multiuse trail.

17. Detention Pond shall be heavily landscaped and retaining walls shall be faced with brick or stone where visible from public right of way, except that 3 designated areas for public art shall be permitted on the north elevation of the detention pond wall, as depicted on the rendering prepared by Edward Andrews Homes, dated 8/30/2017, with final approval by Staff. Design of detention facility will minimize standing water where feasible with final determination to be made by staff.

The City has envisioned an art walk along the Thompson Street section of the Alpha Loop. As a result, the Edward Andrews Homes (Midwick) detention pond wall has been identified as an opportunity for public art. The applicant prepared a rendering depicting the wall faced with brick with three (3) designated areas for public art. The proposed 7' x 14' public art panels will have a smooth coat stucco finish and will be painted with a color to blend with the natural surroundings until such time that artwork is commissioned.

Academy Park backs up to the applicant's property to the north, with the two (2) properties being separated by a stream and associated undisturbed buffers. The nearest townhome building in Academy Park is approximately 250' from the detention pond wall. The area between the wall and Academy Park includes a mix of hardwoods and pines. Previous conditions of zoning required the stream buffer to be replanted to create a park-like setting with trees and shrubs. In order to comply with this condition of zoning, the developer will install landscape material within the stream buffer along the Alpha Loop.

CONCURRENCES

City Staff has reviewed the applicant's proposal and finds that it can generally support the applicant's request for change to previous conditions of zoning. The evergreen hedge defining courtyards of homes along Thompson Street will help soften the streetscape. The use of the detention pond wall for public art would be a benefit to the citizens of the City and will further contribute to the success and experience of the Alpha Loop. The City's Comprehensive Plan includes the following policies and strategies related to public art:

- Natural Historic and Cultural Resources (NHCR) Strategy 1.9: Continue to evaluate ways to encourage Public Arts Programming and Arts Facilities.
- NHCR Strategy 3.2: Actively pursue methods to expand, enhance, and create more multi-use trail activity.

- Community Services and Facilities (CSF) Policy 3: Enhance the quality of life for residents through the provision of greenspace, parks and recreational facilities, and cultural opportunities that are convenient to all city residents.
- CSF Strategy 3.1: Create a public art program to promote public art that will foster community pride and improve the visual attractiveness of public spaces.

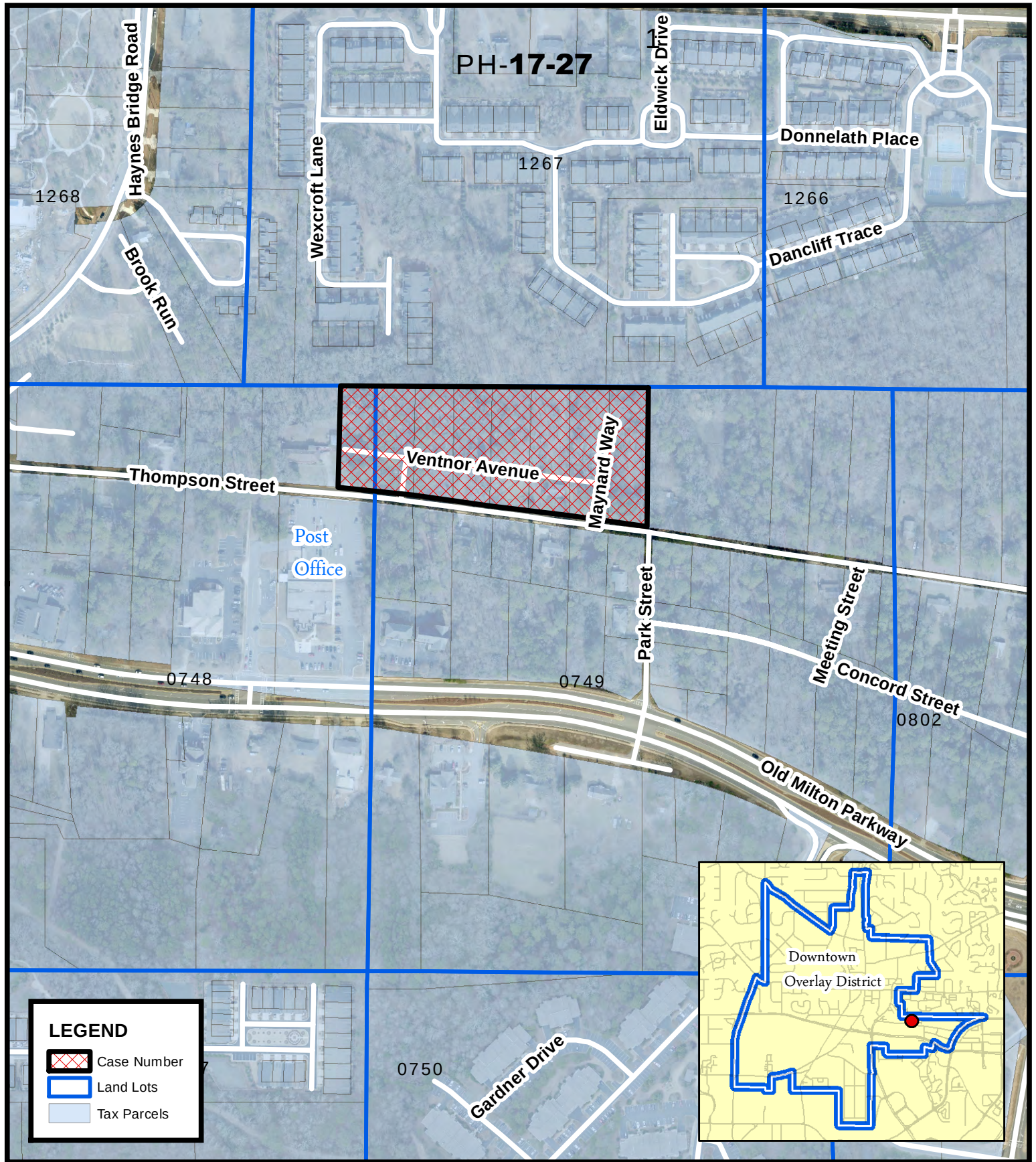
CITIZEN PARTICIPATION PLAN

The report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that no comments were received.

The City has received objections from Academy Park residents to the proposed use of the detention pond wall for public art. Residents have stated that the natural setting along the stream is not an appropriate location for public art.

IV. ATTACHMENTS:

- Site Plan
- Streetscape Exhibit
- Detention Pond Wall Exhibit



LEGEND

- Case Number
- Land Lots
- Tax Parcels

Location Map
Thompson Street Townhomes
Detention Pond Wall

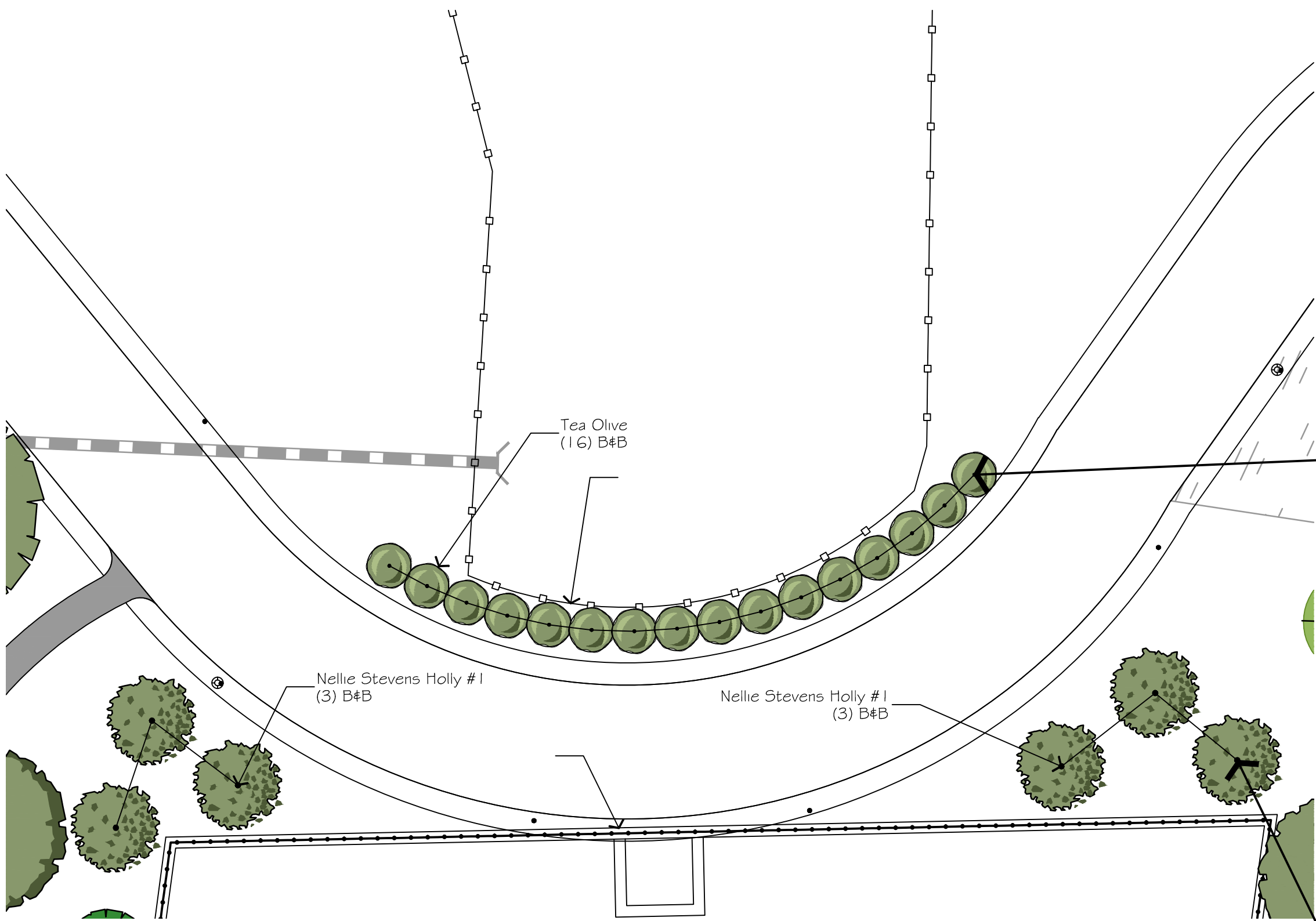
PH-17-27
 D/LL: 1/2/748, 749
 CC Date: 9/11/17

Location Map Provided by:
 Community Development - GIS



PLANT SCHEDULE ART WALL LANDSCAPE

TREES	COMMON NAME	CONT	CAL	SIZE
6	Nellie Stevens Holly #1	B&B	4"	11'-12'
	Full, Branched to Ground			
SHRUBS	COMMON NAME	SIZE	FIELD2	FIELD3
16	Tea Olive	B&B	6'-8' ht.	



Tea Olive Hedge



Ilex x 'Nellie R Stevens'



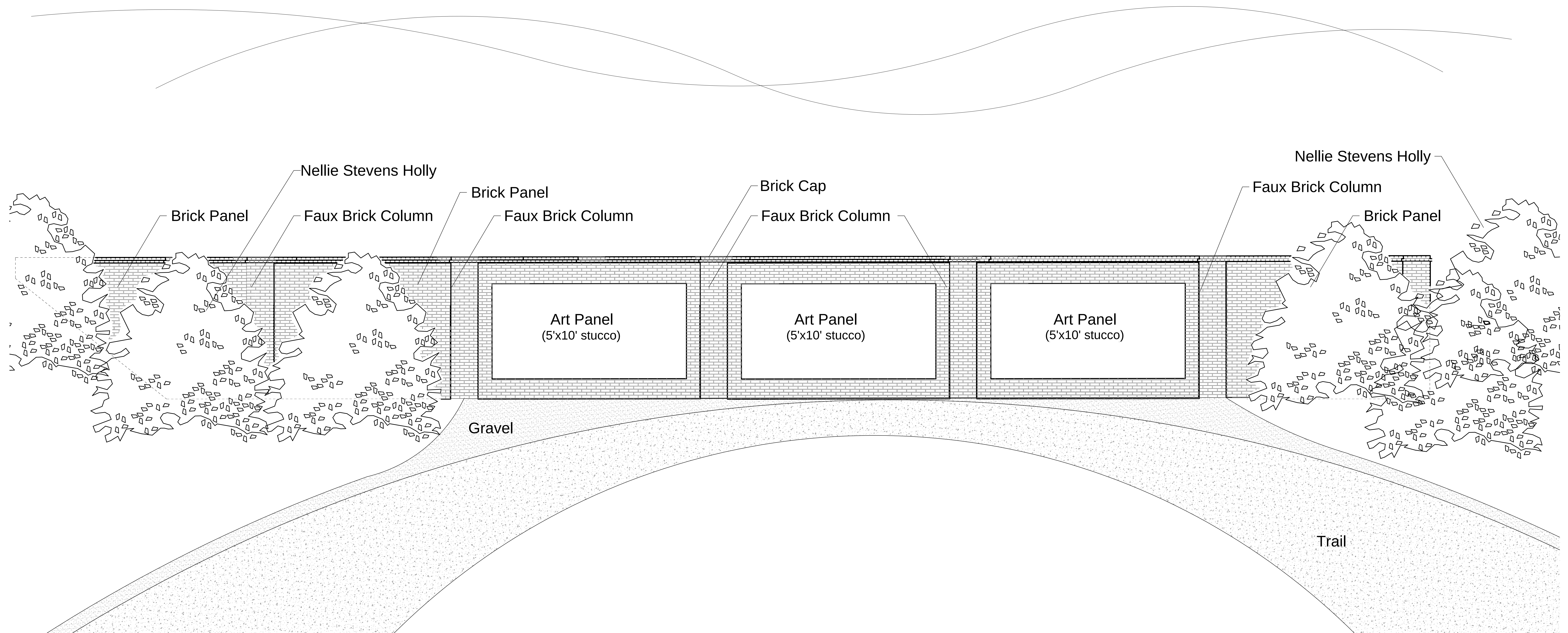
Alpharetta, Georgia



LANGHAM
land design
langhamid@outlook.com 404.275.7505

SEPTEMBER 28, 2017

Art Wall Landscape Concept	
Sheet 1 of 1	

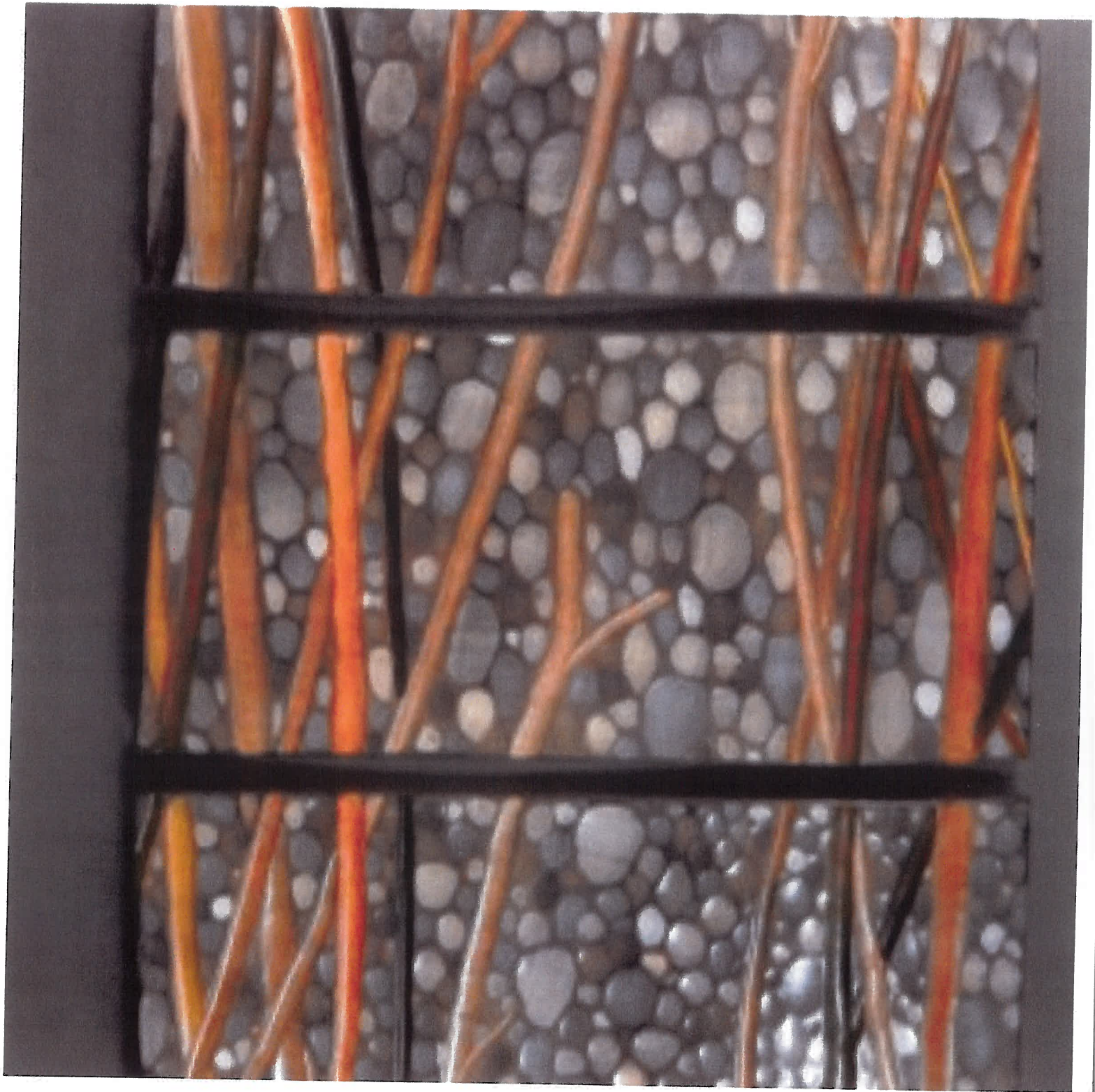


ART WALL CONCEPT

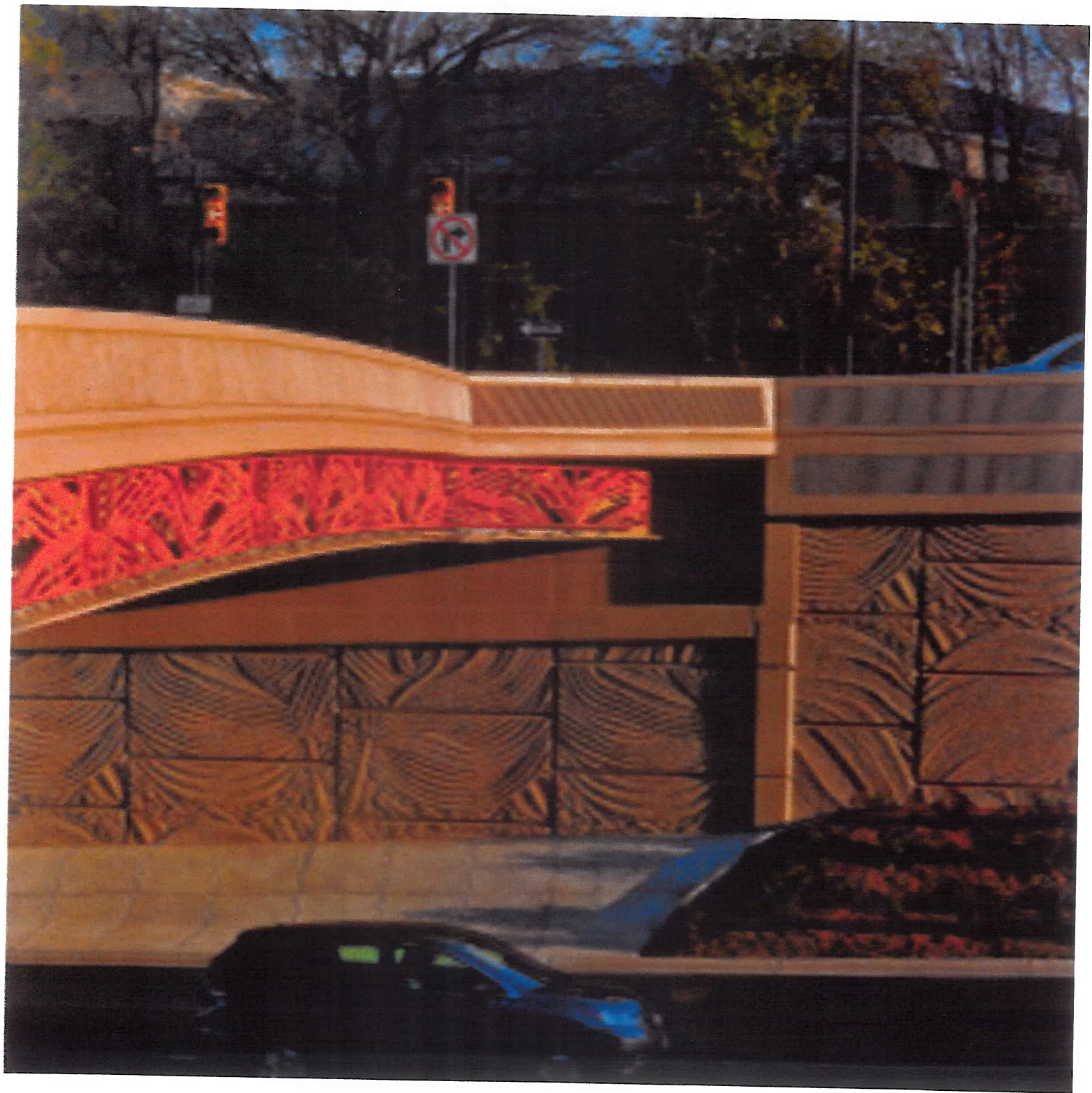


MIDWICK



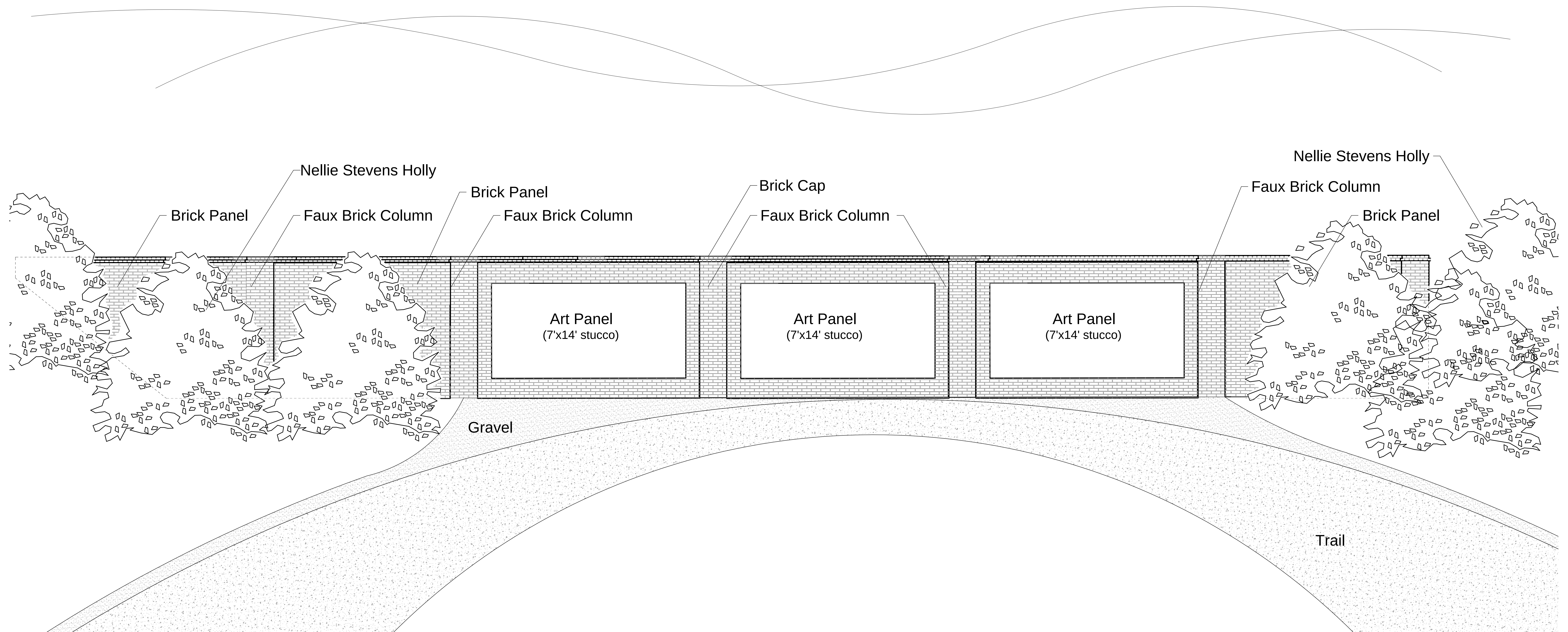












ART WALL CONCEPT



MIDWICK

CITY OF ALPHARETTA

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: _____

KEVIN NORTON

Telephone: _____

404.951.6546

Address: _____

2303 Cumberland Pkwy

Suite: _____

City: _____

Atlanta

State: _____

GA

Zip: _____

30339

Fax: _____

Mobile Tel: _____

404.951-6546

Email: _____

k.norton@ceahomes.com

Subject Property Information:

Address: _____

122-204 Thompson St.

Current Zoning: _____

DT-LW

District: _____

1

Section: _____

2ND

Land Lot: _____

749/749

Parcel ID: _____

Proposed Zoning: _____

DT-LW

Current Use: _____

Residential

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 residential

Applicant's Request (Please itemize the proposal):

Condition 17 of original zoning to be revised to state that ".....retaining walls shall be faced with stucco and painted where visible from public right-of-way with final approval by staff".

Condition 9 of original zoning to be revised to state that "Thompson Street homes shall include courtyards with low stacked stone and/or brick walls or evergreen hedge with columns on either side of entryway to homes between sidewalk and home with final approval by staff".

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

Applicant intends to work with City Arts Commission to provide opportunities to display art on the Alpha Loop side of the detention pond wall.

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name:

Kevin Norton

Telephone:

404.951.6546

Address:

2303 Cumberland Pkwy.

Suite:

City

Atlanta

State:

GA

Zip:

30339

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:

CRP EAH TS, LLC

Telephone:

770.541.5250

Address:

2303 Cumberland Pkwy.

Suite:

City

Atlanta

State:

GA

Zip:

30339

So Sworn and Attested:

Owner Signature:


Todd Hager

Date:

8/11/2017

Notary:

Notary Signature:

N. Kigwana

Date:

8/11/17



THOMPSON ST TOWNHOMES DETENTION POND (CC ONLY)
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:

CRP EAH TS, 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 has been made.

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

Name of Official:

Position:

Description of Contribution:

Value:

Description of Contribution:

Value:

Description of Contribution:

Value:

Description of Contribution:

Value:

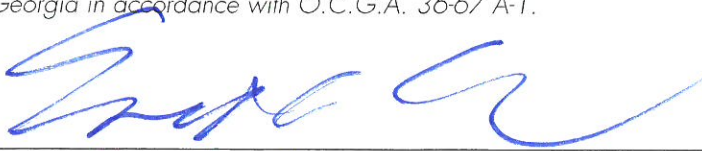
Description of Contribution:

Value:

Campaign Contribution Information:

I do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Disclosure Form is true and accurate and that I have disclosed herein any and all campaign contributions made to an Official of the City of Alpharetta, Georgia in accordance with O.C.G.A. 36-67 A-1.

Signature:


Todd Hager

Date:

8/11/2017

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:

THOMPSON STREET TOWNHOMES

Contact Name:

KEVIN NORTON

Telephone:

404.951.6546

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.

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.

THOMPSON ST TOWNHOMES DETENTION POND (CC ONLY)

Linda L & Douglas Avren or current property owner
205 Hembree Park Terr Roswell GA 30076

Old Milton Holdings
5100 Peachtree Parkway #200, Norcross GA 30092

Scott Gilkey or current property owner of 165 Thompson St
2095 Willshire GLN Alpharetta GA 30009
12 270407490238

James T Jones & Catherine G Jones or current property owner of 155 Thompson St
2305 Dinsmore Rd Alpharetta GA 30004
12 270407490659

Narden Kaldani or current property owner
145 Thompson St Alpharetta GA 30004
12 270407490667

KDC Thompson LLC
410 Peachtree Parkway Suite 4245, Cumming GA 30041

Newhall Land Co
2974 Hardman Ct Ne, Atlanta, Ga 30305

Notting Hill of Alpharetta
5100 Peachtree Parkway #2000, Norcross GA 30092
12 270407490626

United States Postal Service or current property owner of 2400 Old Milton Pky
1735 North Brown Rd Suite 200 Lawrenceville GA 30043 8153
12 270307480800

Robert D Cheeley or current property owner 218 Thompson St
5100 Peachtree Parkway #200, Norcross GA 30092
12 270407490493

Leslie Moss or current property owner
112 Thompson St Alpharetta GA 30004
12 270307480776

Academy Park Neighborhood Association INC
0 Academy St
P.O. Box 87363 Atlanta GA 30337
22 498312670284

THOMPSON ST TOWNHOMES DETENTION POND (CC ONLY)

Academy Park Neighborhood Association INC
1465 Northside Dr NW STE 128 Atlanta GA 30318 4244
22 514212670503

Dreyfus Properties LLC or current property owner of 72 Thompson St
6094 Odell St Cumming GA 30040
12 270307480396

Tiffany Square Homeowners Association Inc or current property owner
4004 Tiffant Sq Alpharetta GA 30009-3768

Tad D Ransopher or current property owner
82 Thompson St Alpharetta GA 30004

Douglas Avren or current property owner of 252 Thompson St
205 Hembree Park Terr Roswell GA 30076
12 270407490105

Richard Q Zhou or current property owner of 262 Thompson St
205 Ascalon Ct Alpharetta GA 30005
12 270407490113

Elvin L Aycock or current property owner of 66 Thompson Street
185 Thompson Street, Alpharetta GA 30009

David Porter or current property owner 2440 Old Milton Pky
376 Air Acres Way Woodstock GA 30188-2910

James & Catherine Jones or current property owner of 155 Thompson St
2305 Dinsmore Rd Alpharetta GA 30004

State Bank & Trust Company or current property owner of 2380 Old Milton Pkwy
4219 Forsyth Rd Macon GA 31208

Stature Properties LLC or current property owner 2300 Old Milton Pky
675 Seminole Ave Suite 301 Atlanta GA 30307

Blackwater Ventures LLC or current property owner of 2410 Old Milton Pky
306 Champions CT, Woodstock GA 30188

THOMPSON ST TOWNHOMES DETENTION POND (CC ONLY)

CRP EAH TS, L.L.C.
2303 Cumberland Parkway, SE
Atlanta, Georgia 30339

August 11, 2017

Mr. Michael Woodman
Senior Planner
City of Alpharetta – Community Development Department
2 Park Plaza
Alpharetta, Georgia 30009

Re: Letter of Intent – Variance & Change in Zoning Conditions
Thompson Street Townhomes

Dear Mr. Woodman,

We respectfully request approval for a Variance and Change in Zoning Conditions to zoning case Z-15-06, dated October 26, 2015. We have already begun development of the project, but now seek City approval to make changes while we progress with the site work.

Our original approved site plan and zoning conditions had included under condition number 17 that the detention pond retaining walls shall be faced with brick or stone where visible from public right-of-way with final approval by Staff. We have been working with Staff and the City Arts Commission to create an opportunity for art to be displayed on the detention pond retaining wall fronting the Alpha Loop trail. We met with members of the Arts Commission and Parks & Recreation on August 8th at the site and it was determined that the best finish for the retaining wall will be to clad it with stucco and to paint the stucco black. Art panels could then be attached to the retaining wall by drilling directly into the concrete wall. Repairs to the stucco can be easily made if and when the art panels are exchanged for other art panels/exhibits.

Please let us know if you have questions or require additional information.

Sincerely,



Kevin S. Norton, P.E.
Vice President, Land Acquisition & Development

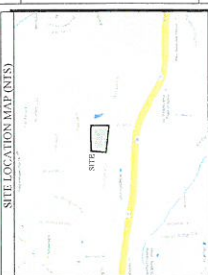
LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 748 & 749, 1st District, 2nd Section, City of Alpharetta, Fulton County, Georgia and being more particularly described as follows:

Beginning at a 1" rod found at the intersection of Land Lots 748, 749 and the Northern Right-of-Way line of Thompson St (30' Right-of-Way), said rod being the TRUE POINT OF BEGINNING; Thence continuing along said Right-of-Way line in a Northwesterly direction, North 85 degrees 38 minutes 57 seconds West, a distance of 93.37 feet to an iron pin set; Thence leaving the Northern Right-of-Way line of Thompson St (30' Right-of-Way), North 01 degrees 26 minutes 34 seconds East, a distance of 272.15 feet to an iron pin set; Thence South 89 degrees 50 minutes 44 seconds East, a distance of 94.85 feet to a 5/8" rebar found; Thence South 89 degrees 08 minutes 13 seconds East, a distance of 115.00 feet to an iron pin found; Thence South 89 degrees 10 minutes 42 seconds East, a distance of 99.96 feet to a point; Thence South 89 degrees 10 minutes 42 seconds East, a distance of 99.96 feet to an iron pin found; Thence South 89 degrees 10 minutes 44 seconds East, a distance of 99.98 feet to an iron pin found; Thence South 89 degrees 11 minutes 18 seconds East, a distance of 100.00 feet to an iron pin found; Thence South 89 degrees 10 minutes 54 seconds East, a distance of 99.90 feet to a point; Thence South 89 degrees 10 minutes 54 seconds East, a distance of 99.90 feet to a 5/8" rebar found; Thence South 02 degrees 07 minutes 19 seconds West, a distance of 363.22 feet to a 1" rod found on the Northern Right-of-Way line of Thompson St (30' Right-of-Way); Thence continuing along said Right-of-Way in a Northwesterly direction, North 82 degrees 28 minutes 44 seconds West, a distance of 99.86 feet to a point; Thence continuing along said Right-of-Way, North 82 degrees 28 minutes 44 seconds West, a distance of 99.85 feet to an iron pin found; Thence continuing along said Right-of-Way, North 82 degrees 24 minutes 12 seconds West, a distance of 99.97 feet to an iron pin found; Thence continuing along said Right-of-Way, North 82 degrees 31 minutes 45 seconds West, a distance of 100.01 feet to a point; Thence continuing along said Right-of-Way, North 82 degrees 31 minutes 45 seconds West, a distance of 100.01 feet to an iron pin found; Thence continuing along said Right-of-Way, North 82 degrees 33 minutes 00 seconds West, a distance of 100.04 feet to an iron pin found; Thence continuing along said Right-of-Way, North 82 degrees 04 minutes 10 seconds West, a distance of 116.31 feet to a 1" rod found, said rod being the TRUE POINT OF BEGINNING.

Said tract containing 5.860 acres.

REV	DATE	DESCRIPTION	AMT



THOMPSON STREET



NTS

PLANNERS AND ENGINEERS
COLLABORATIVE

EDWARD ANDREWS HOMES
2303 CUMBERLAND PKWY SE
ATLANTA, GEORGIA 30339
PHONE: 770 541-5264

AMENDED APP 8.30.17
PH-17-27
THOMPSON ST TOWNHOMES DETENTION POND (CC ONLY)



Photo 1. Detention Pond Wall looking east from Alpha Loop trail.



Photo 2. Detention pond wall looking west from Alpha Loop trail.



Photo 3. Example photo of hedge behind sidewalk.

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:

THOMPSON STREET TOWNHOMES

Contact Name:

KEVIN NORTON

Telephone:

404.951.6546

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.

I have not received any comments

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.

Attached as Exhibit A



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.

Attached as Exhibit B

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:

KSA

Date:

8/23/17

Print Form

EXHIBIT A

August 18, 2017

City of Alpharetta
2 Park Plaza
Alpharetta, GA 30009

RE: Change in Zoning Conditions PH-17-27
Notice of Public Hearing

Dear Property Owner,

The purpose of this letter is to notify you that CRP EAH TS, L.L.C. has filed an application with the City of Alpharetta requesting a change in previous zoning conditions for the 5.85 acre tract located on north side of Thompson Street, just west of Park Street. The property was rezoned to DT-LW on October 26, 2015 under case number CLUP-15-04/Z-15-06/V-15-17. The requested zoning condition changes will allow for the use of stucco, brick and/or stone on the north face of the detention pond retaining wall that abuts the Alpha Loop trail.

The City Council meeting is scheduled for 6:30 PM on September 11, 2017 at City Hall. If you have questions or would like additional information, please contact me at:

Kevin Norton
CRP EAH TS, L.L.C.
2303 Cumberland Parkway, SE
Atlanta, GA 30339
k.norton@eahomes.com
404-951-6546

A site plan is attached for your consideration.

Sincerely,



Kevin S. Norton, P.E.

THOMPSON STREET



EXHIBIT B

Linda L & Douglas Avren or current property owner
205 Hembree Park Terr Roswell GA 30076

Old Milton Holdings
5100 Peachtree Parkway #200, Norcross GA 30092

Scott Gilkey or current property owner of 165 Thompson St
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Narden Kaldani or current property owner
145 Thompson St Alpharetta GA 30004
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675 Seminole Ave Suite 301 Atlanta GA 30307

Blackwater Ventures LLC or current property owner of 2410 Old Milton Pky
306 Champions CT, Woodstock GA 30188



City Council Meeting and Public Hearing STAFF REPORT

Submitting Department: Public Works
Submitted By: Pam Bush, Geoffrey Sarra
Meeting Date: October 23, 2017

I. AGENDA ITEM TITLE: FISCAL YEAR 2017 BOND SIDEWALKS - PHASE 4, ITB 18-002

II. RECOMMENDATION:

Please award Bid No. 18-002 to Sol Construction LLC in the amount of \$379,383.50 for the FY 2017 Bond Sidewalks - Phase 4 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: \$379,383.50

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Bond Sidewalk Improvements Phase 4 (31741100-541420-C1818)	\$379,383.50
Bond Sidewalk Improvements (31741100-541420-C1512)	(\$379,383.50)

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
-	\$0.00
-	\$0.00

IV. REPORT IN BRIEF:

The award of this bid is for the construction of three sidewalk segments east of GA 400. All three projects were identified as part of the 2016 Bond.

The scope of work at each location is as follows:

North Point Parkway at Great Oaks Way - Construction of approximately 1,000 linear feet of sidewalk along the west side of North Point Parkway from Great Oaks Way to the south. Completion of this gap will provide contiguous sidewalk along the west side of North Point Parkway from Webb Bridge Road to Mansell Road.

Morris Road at Tradewinds Parkway - Construction of approximately 725 linear feet of sidewalk along the east side of Morris Road, south of Tradewinds Parkway. Completion of this gap will provide contiguous sidewalk along east side of Morris Road from Webb Bridge Road to North Point Parkway.

Morris Road at Dryden Road - Construction of approximately 875 linear feet of sidewalk along the south side of Morris Road, from Morris Road to Dryden Road. Completion of this gap will provide contiguous sidewalk along south side of Morris Road from North Point Parkway to Dryden Road.

The Department of Public Works prepared plans and specifications (ITB 18-002) for the sidewalk projects and advertised for competitive bids during September 2017. Bids for the project were received on September 28, 2017 and the City received a total of six bids from the following:

- Sol Construction LLC \$379,383.50
- A1 Contracting LLC \$428,000.00
- Excellere Construction LLC \$438,000.00

- Ed Castro Landscape Inc. \$523,771.51
- Tople Construction and Engineering Inc. \$574,197.75
- SoCo Contracting, Inc. \$798,586.50
- Blue Ocean Inc. \$647,411.32

The apparent low bidder, Sol Construction LLC, is an experienced contractor which has worked on several projects with similar elements in Georgia for multiple governmental agencies including DeKalb County and the City of Cumming. The contacted references stated that Sol Construction LLC provided reliable work on time and within budget and would utilize their services again.

Staff met with representatives of Sol Construction LLC on October 9, 2017 to review the scope of work and the City's expectations. Staff questioned Sol Construction LLC in regards to their experience with sidewalk projects. Sol Construction LLC stated that while they had not been previously awarded a project solely involving sidewalk installation, the construction of sidewalks, driveways and storm drainage facilities along roadways were common tasks within their overall project scopes. Sol Construction LLC reviewed a few project locations with staff to demonstrate their capabilities with these project elements in similar settings to those in this bid. Additionally, Sol Construction LLC identified that their subcontractor who would be performing the concrete work was involved in the Webb Bridge Park Spectator Seating project and understood the City's expectations and requirements as well. Finally, Sol Construction LLC assured staff that they could complete the project for the submitted bid amount and within the allocated time frames. Thus, staff determined Sol Construction LLC to be the lowest responsive and responsible bidder.

Once a contract with Sol Construction LLC has been finalized and executed, construction may begin immediately. The anticipated completion date for work at all locations is no more than 105 days from notice to proceed. Work along North Point Parkway shall be substantially completed within 45 calendar days of starting work at that location. Work along Morris Road at Dryden Road shall be substantially completed within 45 calendar days of starting work at that location. Work along Morris Road at Tradewinds Parkway shall be substantially completed within 15 calendar days of starting work at that location.

The 2016 Bond Referendum included a total of 47 sidewalk segments along 36 roads to be constructed totaling approximately 37,366 linear feet in length. With this bid, 17 segments totaling approximately 13,120 linear feet will have been awarded for construction. Since approval of the bond, 14 segments totaling approximately 9,955 linear feet have since been removed from the scope:

- 6 segments overlap with the scope of TSPLOST projects
- 2 segments have been made conditions of rezoning
- 2 segments have been removed due to right of way issues and very low benefit to the public
- 1 segment has been constructed as part of a private development
- 1 segment has been removed by citizen request
- 1 segment overlaps with Johns Creek's Kimball Bridge Road Project
- 1 segment has been removed due to the planned renovation of Union Hill Park.

The remaining 16 segments are in various stages of design:

- 1 segment is complete and out for pricing
- 2 segments are complete and will be bid out in conjunction with the Kimball Bridge Road Bond Project
- 3 segments are substantially completed and are being coordinated with a City of Roswell intersection improvement project
- 3 segments are being finalized to go to bid in mid-November
- 1 segment is under design in conjunction with the Bethany Road at Mayfield Road Roundabout TSPLOST Project
- 6 segments are in preliminary design

V. ALTERNATIVES:

None.

VI. ATTACHMENTS:

Location Map, Bid Tab (ITB 18-002), Sol Const. Bid Submission (ITB 18-002)





START
PROJECT

GREAT OAKS WAY

NORTH POINT PARKWAY

ROYAL DRIVE

A- APPROX 1000 LINEAR
FEET OF SIDEWALK

END
PROJECT

LOCATION A - NORTH POINT PARKWAY AT GREAT OAKS WAY



LOCATION B - MORRIS ROAD AT TRADEWINDS PARKWAY

START
PROJECT

DRYDEN ROAD

MORRIS ROAD

END
PROJECT

C - APPROX 875 LINEAR
FEET OF SIDEWALK

GA 400

LOCATION C - MORRIS ROAD AT DRYDEN ROAD





CITY OF ALPHARETTA

PRELIMINARY INVITATION TO BID (ITB) TABULATION

This Preliminary Bid Tabulation serves as a record of the bid opening. In no way does the recording and posting of this document assume the information in the bids received and recorded herein to be correct. Nor is it assumed that the bids conform to the specifications of the ITB request. This document does not constitute an award or contract with any bidder.

ITB #: **18-002**

Due Date: **9/28/2017**

ITB NAME: **FY2017 Bond Sidewalk Improvements - Phase 4**

Due Time: **10:00 AM**

	BIDDER NAME (noted on bid package)	DATE RECEIVED	TIME RECEIVED	SIGNED BID FORM	BID BOND	ADDENDA ACKNOWLEDGMENT (1)	GRAND TOTAL
1	AI Contracting	9/28/17	9:22am	✓	✓	✓	428,000
2	Excellere	9/28/17	9:19am	✓	✓	✓	438,000
3	SoCo	9/28/17	9:48am	✓	✓	✓	798,586.50
4	Ed Castro	9/28/17	9:41am	✓	✓	✓	523,771.51
5	Blue Ocean	9/28/17	9:37am	✓	✓	✓	647,411.32
6	Tople	9/28/17	9:35am	✓	✓	✓	574,197.75
7	Sol	9/28/17	9:38am	✓	✓	✓	379,383.50
8							
9							
10							
11							
12							
13							
14							
15							

CITY OF ALPHARETTA
INVITATION TO BID (ITB)
(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

ITB TITLE: FY2017 BOND SIDEWALK IMPROVEMENTS – PHASE 4

ITB #: 18-002

ITB RESPONSE DUE DATE/TIME: THURSDAY, SEPTEMBER 28, 2017 AT 10:00 AM

ITB ISSUE DATE: THURSDAY, AUGUST 31, 2017

NUMBER OF PAGES: 180

CONTACT INFORMATION

PROCUREMENT AGENT AND ITB CONTACT:

City of Alpharetta
Finance Department
Budget & Procurement Team
2 Park Plaza
Alpharetta, GA 30009

Stephanie Cochran

Phone: 678-297-6052

FAX: 678-297-6093

Email: purchasing@alpharetta.ga.us

Website: <https://www.ebidexchange.com/alpharetta>

INSTRUCTIONS TO BIDDERS 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 BID TO:

CITY OF ALPHARETTA
FINANCE DEPARTMENT
CITY HALL 1ST FLOOR GREETER STATION
2 PARK PLAZA
ALPHARETTA, GA 30009
ATTN: STEPHANIE COCHRAN

EXTERIOR OF SEALED ENVELOPE/PACKAGE MUST NOTE:

Bidder's Name and Address
ITB Title & Number as noted on top of this page
ITB Due Date & Time as noted on top of this page
(or as may be changed by Official Written Addendum)

SPECIAL INSTRUCTIONS: N/A

BIDDER MUST COMPLETE THE FOLLOWING, SIGN, AND RETURN THIS PAGE WITH EACH BID

By signing and returning this form with a Bid, the authorized signer and represented firm have read, understand, and agree to information within this ITB:

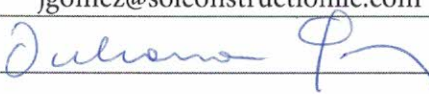
Firm/Bidder Name: Sol Construction LLC

Firm/Bidder Mailing Address: 4120 Presidential Pkwy Ste 115. Atlanta, GA 30340

Firm/Bidder Phone Number(s): 770-455-1822

Firm/Bidder FAX Number(s): 800-996-0385

Email Address for Bidder's Contact: jgomez@solconstructionllc.com

Authorized Bidder Signature: 

Printed Name of Signer: Juliana Gomez

Bidder Federal I.D. Number: 20-2473806

Bidder DUNS Number: 02-451-1283

**CITY OF ALPHARETTA
ADDENDUM #1**



Finance Department
2 Park Plaza
Alpharetta, GA 30009
P: (678) 297-6052
F: (678) 297-6093
purchasing@alpharetta.ga.us

ADDENDUM POSTING DATE: SEPTEMBER 22, 2017

ITB TITLE: FY2017 BOND SIDEWALK IMPROVEMENTS – PHASE 4

ITB #: 18-002

ITB RESPONSE DUE DATE/TIME: SEPTEMBER 28, 2017 AT 10:00AM

ITB ISSUE DATE: AUGUST 31, 2017

NUMBER OF PAGES: N/A

TO ALL BIDDERS:

1. The attached information is made part of the ITB noted above and part of any contract that may be awarded as a result of response to this ITB.
2. The purpose of this addendum is to provide additional and/or revised information or documents.
3. In the event of a conflict between previously released information and the information contained herein, the information contained herein shall prevail.
4. A signature on this page acknowledges receipt of this addendum.
5. This signed addendum acknowledgment must be included with Bid response.
6. A signature on this addendum does not constitute your signature on the original Bid document.
7. See Addendum information beginning on the next page.

Sol Construction LLC

Firm Name

4120 Presidential Pkwy Ste 115. Atlanta, GA 30340

Firm Address

Signature of Person Authorized to Bind this Firm

September 28th, 2017

Date

Juliana Gomez, President

Typed or Printed Name and Title

770-455-1822 jgomez@solconstructionllc.com

Phone Number and E-mail Address

ITB #18-002 FY2017 Bond Sidewalk Improvements- Phase 4

Section 3, Scope of Project Specifications

No exceptions or clarifications included

SECTION 5: COST SUBMISSION

SCHEDULE OF ITEMS
FY2017 BOND SIDEWALK IMPROVEMENTS – PHASE 4
ITB # 18-002

Item #	Item Description	Quantity	Unit	Unit Price	Item Price
LOCATION 1 - NORTH POINT PARKWAY					
<u>TRAFFIC CONTROL</u>					
1.01	Traffic Control	1	LS	\$ 2,208.00	\$ 2,208.00
<u>DEMOLITION</u>					
1.02	Demolition (including any necessary clearing and tree removal)	1	LS	\$ 1,486.00	\$ 1,486.00
<u>SITE DEVELOPMENT</u>					
1.03	Concrete Sidewalk, Width Varies	7,400	SF	\$ 3.06	\$ 22,644.00
1.04	Handicap Ramp	3	EA	\$ 900.00	\$ 2,700.00
1.05	24" Curb & Gutter (including 6" GAB extending 6" behind back of curb)	100	LF	\$ 14.31	\$ 1,431.00
1.06	6" Header Curb	200	LF	\$ 11.80	\$ 2,360.00
1.06a	Cast-in-Place Concrete Retaining Wall (including stone face)	1	LS	\$ 66,702.00	\$ 66,702.00
1.07	Adjust Utilities to Finished Grade (including, but not limited to, valve boxes, meter boxes, and pull boxes)	1	LS	\$ 2,368.00	\$ 2,368.00
1.08	Relocate Signage (including, but not limited to, roadway signs, for sale signs, and space available signs)	1	LS	\$ 110.00	\$ 110.00
1.09	Pavement Striping and Markings	1	LS	\$ 453.00	\$ 453.00
1.10	Relocate Telephone Pedestal	1	EA	\$ 4,320.00	\$ 4,320.00
1.11	Concrete Driveway Apron	1	LS	\$ 4,486.00	\$ 4,486.00
<u>GRADING & DRAINAGE</u>					
1.12	Grading Complete	1	LS	\$ 15,107.00	\$ 15,107.00
<u>EROSION CONTROL</u>					
1.13	Erosion Control (including, but not limited to installation, maintenance, and removal)	1	LS	\$ 2,876.00	\$ 2,876.00
<u>LANDSCAPING</u>					
1.14	Sodding	6,900	SY	\$ 7.00	\$ 48,300.00
1.15	Permanent Seeding	5,000	SY	\$ 0.61	\$ 3,050.00
1.16	Tree Save Fence	1	LS	\$ 1,459.00	\$ 1,459.00
<u>MISCELLANEOUS CONSTRUCTION</u>					
1.17	Miscellaneous Construction Allocation	1	LS	\$ 12,000.00	\$ 12,000.00
<u>TESTING</u>					
1.18	Required Testing including, but not limited to, soil and material testing.	1	LS	\$ 4,772.00	\$ 4,772.00

SCHEDULE OF ITEMS
FY2017 BOND SIDEWALK IMPROVEMENTS – PHASE 4
ITB # 18-002

Item #	Item Description	Quantity	Unit	Unit Price	Item Price
LOCATION 1 - NORTH POINT PARKWAY					
	<u>MOBILIZATION BONDS & INSURANCE</u>				
1.19	Mobilization Bonds & Insurance	1	LS	\$ 5,057.00	\$ 5,057.00
	SUB-TOTAL FOR LOCATION 1				\$ 203,889.00
Item #	Item Description	Quantity	Unit	Unit Price	Item Price
LOCATION 2 - MORRIS ROAD AT DRYDEN DRIVE					
	<u>TRAFFIC CONTROL</u>				
2.01	Traffic Control	1	LS	\$ 5,612.00	\$ 5,612.00
	<u>DEMOLITION</u>				
2.02	Demolition (including any necessary clearing and tree removal)	1	LS	\$ 10,908.00	\$ 10,908.00
	<u>SITE DEVELOPMENT</u>				
2.03	Concrete Sidewalk, 6' Width	875	LF	\$ 17.00	\$ 14,875.00
2.04	Handicap Ramp	8	EA	\$ 676.00	\$ 5,408.00
2.05	24" Curb & Gutter (including 6" GAB extending 6" behind back of curb)	850	LF	\$ 14.31	\$ 12,163.50
2.06	Adjust Utilities to Finished Grade (including, but not limited to, valve boxes, meter boxes, and pull boxes)	1	LS	\$ 874.00	\$ 874.00
2.07	Relocate Signage (including, but not limited to, roadway signs, for sale signs, and space available signs)	1	LS	\$ 340.00	\$ 340.00
2.09	Concrete Driveway Apron and Reconstruction, 12410 Morris Road	1	LS	\$ 790.00	\$ 790.00
2.10	Concrete Driveway Apron and Reconstruction, 12420 Morris Road	1	LS	\$ 778.00	\$ 778.00
2.11	Concrete Driveway Apron and Reconstruction, 12426 Morris Road	1	LS	\$ 947.00	\$ 947.00
2.12	Concrete Driveway Apron and Reconstruction, 12430 Morris Road	1	LS	\$ 772.00	\$ 772.00
	<u>GRADING & DRAINAGE</u>				
2.13	Grading Complete	1	LS	\$ 12,891.00	\$ 12,891.00
	<u>EROSION CONTROL</u>				
2.14	Erosion Control (including, but not limited to installation, maintenance, and removal)	1	LS	\$ 4,166.00	\$ 4,166.00

SCHEDULE OF ITEMS
FY2017 BOND SIDEWALK IMPROVEMENTS – PHASE 4
ITB # 18-002

Item #	Item Description	Quantity	Unit	Unit Price	Item Price
LOCATION 2 - MORRIS ROAD AT DRYDEN DRIVE					
	<u>LANDSCAPING</u>				
2.15	Sodding	1325	SY	\$ 7.00	\$ 9,275.00
2.16	Seeding	9225	SY	\$ 1.00	\$ 9,225.00
2.17	Tree Save Fence	1	LS	\$ 955.00	\$ 955.00
	<u>MISCELLANEOUS CONSTRUCTION</u>				
2.18	Miscellaneous Construction Allocation	1	LS	\$ 8,500.00	\$ 8,500.00
	<u>TESTING</u>				
2.19	Required Testing including, but not limited to, soil and material testing.	1	LS	\$ 2,429.00	\$ 2,429.00
	<u>MOBILIZATION BONDS & INSURANCE</u>				
2.20	Mobilization Bonds & Insurance	1	LS	\$ 3,564.00	\$ 3,564.00
SUB-TOTAL FOR LOCATION 2					\$ 104,472.50
Item #	Item Description	Quantity	Unit	Unit Price	Item Price
LOCATION 3 - MORRIS ROAD AT TRADEWINDS PARKWAY					
	<u>TRAFFIC CONTROL</u>				
3.01	Traffic Control	1	LS	\$ 1,206.00	\$ 1,206.00
	<u>DEMOLITION</u>				
3.02	Demolition (including any necessary clearing and tree removal)	1	LS	\$ 6,969.00	\$ 6,969.00
	<u>SITE DEVELOPMENT</u>				
3.03	Concrete Sidewalk (5' width)	725	LF	\$ 15.00	\$ 10,875.00
3.04	Handicap Ramp (including curb & gutter required to connect to ex. curb and gutter and Detectible Warning Strips)	1	EA	\$ 919.00	\$ 919.00
3.05	Pavement Striping and Markings	1	LS	\$ 705.00	\$ 705.00
3.06	Adjust Utilities to Finished Grade (including, but not limited to, valve boxes, meter boxes, and pull boxes)	1	LS	\$ 2,120.00	\$ 2,120.00
	<u>GRADING & DRAINAGE</u>				
3.07	Grading Complete	1	LS	\$ 6,250.00	\$ 6,250.00
3.08	Reconstruct Catch Basin Top and Throat	2	EA	\$ 1,171.00	\$ 2,342.00
	<u>EROSION CONTROL</u>				
3.09	Erosion Control (including, but not limited to installation, maintenance, and removal)	1	LS	\$ 2,639.00	\$ 2,639.00
	<u>LANDSCAPING</u>				
3.10	Sodding	3215	SY	\$ 7.00	\$ 22,505.00
3.11	Tree Save Fence	1	LS	\$ 481.00	\$ 481.00
3.11a	Landscape Allocation	1	LS	\$ 3,000.00	\$ 3,000.00

SCHEDULE OF ITEMS
FY2017 BOND SIDEWALK IMPROVEMENTS – PHASE 4
ITB # 18-002

Item #	Item Description	Quantity	Unit	Unit Price	Item Price
LOCATION 3 - MORRIS ROAD AT TRADEWINDS PARKWAY					
	<u>MISCELLANEOUS CONSTRUCTION</u>				
3.12	Miscellaneous Construction Allocation	1	LS	\$ 7,000.00	\$ 7,000.00
	<u>TESTING</u>				
3.13	Required Testing including, but not limited to, soil and material testing.	1	LS	<u>1,735.00</u>	<u>1,735.00</u>
	<u>MOBILIZATION BONDS & INSURANCE</u>				
3.14	Mobilization Bonds & Insurance	1	LS	<u>2,276.00</u>	<u>2,276.00</u>
	SUB-TOTAL FOR LOCATION 3				<u><u>71,022.00</u></u>
BID TOTALS					
	SUB-TOTAL FOR LOCATION 1				<u>203,889.00</u>
	SUB-TOTAL FOR LOCATION 2				<u>104,472.50</u>
	SUB-TOTAL FOR LOCATION 3				<u>71,022.00</u>
	GRAND TOTAL				<u><u>379,383.50</u></u>

Bid Price Certification for ITB #18-002

In compliance with Section 3 Scope of Project/Specifications, the undersigned offers and agrees that if this Bid is accepted by the City Council within one hundred twenty (120) days of the date of ITB Response Due Date and Bid opening, that the undersigned will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

Company Name: Sol Construction LLCCompany Address: 4120 Presidential Pkwy ste 115 Atlanta, GA 30340Authorized Signature(s): Print/Type Name(s) and Title(s): Juliana Gomez, PresidentDate Signed: 09-28-17Contact Info - Phone Number: 770-455-1822Contact Info - E-mail Address: jgomez@solconstructionllc.com



City Council Meeting and Public Hearing STAFF REPORT

Submitting Department: Public Works
Submitted By: Adam Orbersen
Meeting Date: October 23, 2017

I. AGENDA ITEM TITLE: FISCAL YEAR 2018 MILLING AND RESURFACING, ITB 18-001

II. RECOMMENDATION:

Please award ITB No. 18-001 to Allied Paving Contractors, Inc. in the amount of \$2,645,448.30 for FY 2018 Milling and Resurfacing Project 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: \$2,645,448.30

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Milling and Resurfacing (30141100-541410-C1219)	\$2,053,878.41
LMIG Grant - Milling and Resurfacing (34041100-541410-C1219)	\$591,569.89

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
-	\$0.00
-	\$0.00

IV. REPORT IN BRIEF:

The City of Alpharetta maintains over 500 lane miles of roadway. Each year the City budgets dollars towards the milling and resurfacing of these roads. Accomplishing this task extends the roads useful life and increases the roads ability to handle traffic volumes.

The most recent re-evaluation was completed in Fall 2016. Based on these revised ratings, 50 roads were included in the annual offering. These roads include:

1. Rainwater Drive - Haynes Bridge Road to Westside Pkwy
2. Westside Way - Mansell Road to Rockmill Way
3. Maxwell Road - Hwy 9 to City Limits
4. Maxwell Road - Hembree Road to Westside Pkwy
5. Kingswood Place - Mansell Road to Intersection at Cul-De-Sac
6. Warsaw Road - Mansell Road to Old Roswell Road
7. Roswell Street - Old Milton Pkwy to Hwy 9
8. Duke Drive - Mansell Road to Cul-De-Sac
9. Georgia Lane - North Point Drive to North Point Pkwy
10. Royal Blvd South - North Point Pkwy to North Point Pkwy
11. North Point Drive - North Point Pkwy to End
12. Royal Drive - North Point Pkwy to End
13. Westside Pkwy - Sanctuary Pkwy to Hembree Road
14. North Fulton Industrial - Hembree Road to End
15. Oakland Lane - Hunters Oak to Cul-De-Sac
16. Owens Oak Circle - Sherman Oaks Way to Cul-De-Sac
17. Tivdale Court - Hebden Bridge Lane to Cul-De-Sac

18. Arkwith Way - Sandridge Court to Cul-De-Sac
19. Canter Lane - Hunters Oak to Cul-De-Sac
20. Teasley Place - Kimball Bridge Road to End
21. Wednesbury Road - Barnesley Lane to Cul-De-Sac
22. Hidden Meadow Dr - North Farm Drive to Cul-De-Sac
23. Crofters Pass - Barnesley Lane to Cul-De-Sac
24. Park Creek Way - Park Brooke Drive to Cul-De-Sac
25. Cannonero Drive - Douglas Road to Cul-De-Sac
26. Gate Dancer Way - Cannonero Drive to Cul-De-Sac
27. Risen Star Lane - Cannonero Drive to Cul-De-Sac
28. Snow Chief Court - Cannonero Drive to Cul-De-Sac
29. Red Oak Lane - Academy Street to Cul-De-Sac
30. Oak Terrace - Red Oak Lane to Cul-De-Sac
31. Marietta Street - Roswell Street to Old Milton Pkwy
32. Mayapple Court - Mayapple Drive to Cul-De-Sac
33. Pearson Court - Lillian Drive to Cul-De-Sac
34. Sherman Oaks Way - Crabapple Meadow Way to Cul-De-Sac
35. Westchester Way - Southlake Drive to End
36. Greenmont Circle - Greenmont Walk to Greenmont Walk
37. Southerby Lane - Rucker to End
38. Admiral Crossing - Windward Pkwy to Cul-De-Sac
39. Brookhill Crossing Lane - Crabapple Chase Drive to Cul-De-Sac
40. Brookhill Crosssing Court - Brookhille Crossing Lane to Cul-De-Sac
41. Sydney Walk - Brisbane Drive to Cul-De-Sac
42. Birch Hollow Drive - Harris Road to Cul-De-Sac
43. Chantily Drive - Bethany Road to Mayfield Road
44. Crabapple Trace - Chantily Drive to Chantily Drive
45. Bethany Court - Chantily Drive to Cul-De-Sac
46. Sherry Drive - Mayfield Road to End
47. Woodfield Lane - Sherry drive to End
48. Meyers Drive - Sherry Drive to Wendy Hill Drive
49. Tracy Court - Meyers Drive to Cul-De-Sac
50. Wendy Hill Drive - End to Cul-De-Sac

Work at locations 1 through 14 will be accomplished at night.

The Department of Public Works prepared a request for bids (ITB 18-001) for the locations listed above. The City advertised for competitive bids on August 3, 2017. Bids for the project were received on August 31, 2017, and the City received a total of five bids from the following:

- | | |
|--|----------------|
| • Allied Paving Contractors, Inc. | \$2,645,448.30 |
| • CW Matthews Contracting Company Inc. | \$2,793,910.63 |
| • North West Georgia Paving Inc. | \$2,886,407.60 |
| • Baldwin Paving Company, Inc. | \$2,946,832.60 |
| • Stewart Brothers, Inc. | \$3,380,442.40 |

The apparent low bidder, Allied Paving Contractors, Inc. has completed multiple roadway and paving projects for several governments within Georgia, including the City of Dunwoody, Cherokee County, and the City of Gainesville. Contacted references complimented Allied Paving on their workmanship and indicated that they would work with Allied Paving again in the future, if given an opportunity.

Staff met with representatives of Allied Paving Contractors, Inc. to review the scope of work and the City's expectations. Allied Paving Contractors, Inc. assured Staff that they could complete the project for the bid amount and within the allocated time frame. Thus, Staff determined Allied Paving to be the lowest responsive and responsible bidder.

As this is a unit price contract, progress payments to the contractor will be based on the quantity of work completed for each item per the values submitted by the contractor in its bid to the City. The City's representative will verify the quantity is correct prior to approving the payment.

All work included within this project's scope shall be finished by Friday June 1, 2018.

V. ALTERNATIVES:

None

VI. ATTACHMENTS:

Bid Tab (ITB 18-001), Allied Paving Bid Submission (Bid 18-001), ITB 18-001



CITY OF ALPHARETTA

PRELIMINARY INVITATION TO BID (ITB) TABULATION

This Preliminary Bid Tabulation serves as a record of the bid opening. In no way does the recording and posting of this document assume the information in the bids received and recorded herein to be correct. Nor is it assumed that the bids conform to the specifications of the ITB request. This document does not constitute an award or contract with any bidder.

ITB #: **18-001**

Due Date: **8/31/2017**

ITB NAME: **FY 2018 MILLING AND RESURFACING**

Due Time: **10:00 AM**

	BIDDER NAME (noted on bid package)	DATE RECEIVED	TIME RECEIVED	SIGNED BID FORM	BID BOND	ADDENDA ACKNOWLEDGEMENT (2)	GRAND TOTAL
1	Baldwin Paving	08.31.17	9:28 AM	✓	✓	✓	\$2,946,832.60
2	CW Matthews	08.31.17	9:11 AM	✓	✓	✓	\$2,793,910.63
3	Stewart Brothers	08.31.17	9:11 AM	✓	✓	✓	\$3,380,442.40
4	Allied Paving	08.31.17	8:54 AM	✓	✓	✓	\$2,645,448.30
5	NWGP	08.31.17	9:25 AM	✓	✓	✓	\$2,886,407.60
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							

**CITY OF ALPHARETTA
INVITATION TO BID (ITB)**
(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

ITB TITLE: FY 2018 MILLING AND RESURFACING
ITB #: 18-001
ITB RESPONSE DUE DATE/TIME: THURSDAY, AUGUST 31, 2017 AT 10:00 AM
ITB ISSUE DATE: THURSDAY, AUGUST 3, 2017
NUMBER OF PAGES: 74

CONTACT INFORMATION

PROCUREMENT AGENT AND ITB CONTACT:

City of Alpharetta
Finance Department
Budget & Procurement Team
2 Park Plaza
Alpharetta, GA 30009

Stephanie Cochran

Phone: 678-297-6052
FAX: 678-297-6093
Email: purchasing@alpharetta.ga.us
Website: <https://www.ebidexchange.com/alpharetta>

INSTRUCTIONS TO BIDDERS: 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 BID TO:

CITY OF ALPHARETTA
FINANCE DEPARTMENT
CITY HALL 1ST FLOOR GREETER STATION
2 PARK PLAZA
ALPHARETTA, GA 30009
ATTN: STEPHANIE COCHRAN

EXTERIOR OF SEALED ENVELOPE/PACKAGE MUST NOTE:

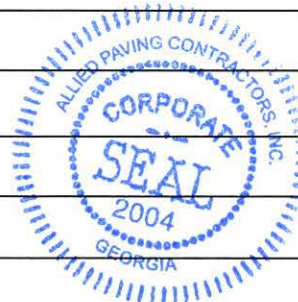
Bidder's Name and Address
ITB Title & Number as noted on top of this page
ITB Due Date & Time as noted on top of this page
(or as may be changed by Official Written Addendum)

SPECIAL INSTRUCTIONS:

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH EACH RESPONSE

By signing and returning this form with a Bid, the authorized signer and represented firm have read, understand, and agree to information within this Invitation to Bid:

Firm/Bidder Name: Allied Paving Contractors, Inc.
Firm/Bidder Mailing Address: P. O. Box 509, Pendergrass, GA 30567
Firm/Bidder Phone Number(s): 706-693-4042
Firm/Bidder FAX Number(s): 706-693-4052
Email Address for Bidder's Contact: johnm@paveone.com
Authorized Bidder Signature: 
Printed Name of Signer: John McLean ~ Vice President
Bidder Federal I.D. Number: 20-0712720
Bidder DUNS Number: 145762683





JOB REFERENCES

Job Name	Owner/ Contractor	Contract Amount	Date Complete
City of Dunwoody	City of Dunwoody		
-2010 Capital Paving Project	41 Perimeter Center East - Suite 250 Dunwoody, GA 30346	\$669,338.00	9/28/2010
-2011 Capital Paving Project	Michael Smith	\$1,775,143.00	6/1/2012
-2014 Resurfacing Project	(678) 382-6850	\$622,063.00	10/21/2014
-2015 Resurfacing Project		\$1,948,925.50	3/16/2016
Gwinnett County	Gwinnett Co. DOT		
-2008 Resurfacing	75 Langley Drive	\$4,394,432.00	6/1/2009
-2011 Resurfacing	Lawrenceville, GA 30045	\$2,736,180.00	2/9/2012
-Bethesda Park	Kevin Coyle	\$2,927.94	11/15/2012
-Lenora Park	(678) 639-8800	\$202,241.00	12/16/2013
City of Gainesville	City of Gainesville		
-FY2011 Paving	P. O. Box 2496 Gainesville, GA 30503	\$490,593.00	3/5/2013
-FY2012 Paving	Jason Sims	\$758,815.00	11/25/2013
-FY2013 Paving	770-535-6882	\$661,895.79	9/30/2014
-FY2014 Paving	770-531-2674 fax	\$1,102,841.00	2/16/2016
-FY2015 Paving		\$843,692.00	7/29/2016
-FY2016 Paving		\$1,557,425.00	6/22/2017
Cherokee Co. Government	Cherokee Co. Governmen	\$2,307,072.00	12/31/2015
-2015 Resurfacing	1130 Bluffs Pkwy Canton, GA 30114 Geoffrey E. Morton 678-493-6077		
Hall County	Hall Co. Board of Commissioners		
-2007 Base & Paving	P. O. Box 1435 Gainesville, GA 30503	\$431,243.00	1/24/2008
-2013 Base & Paving	Blair Reynolds	\$3,012,788.47	9/10/2014
-2014 Resurfacing	(770) 531-6800	\$3,328,835.87	6/8/2015
-2014 Base & Paving		\$1,604,076.00	3/11/2016
-2015 Resurfacing		\$4,532,034.00	8/26/2016
-2016 Resurfacing		\$4,352,993.00	6/12/2017
-2017 Resurfacing		\$4,481,152.60	Current
-2017 Full Depth Reclamation		\$995,687.80	Current
City of Dacula	City of Dacula		
-City Hall	P. O. Box 400 Dacula, GA 30019	\$16,831.00	11/22/2010
-Williams Farm	Jimmy Wilbanks, Mayor	\$232,154.00	12/5/2011
-Eastside Dr. & Whisper Way/Ct	770-963-7451	\$235,219.00	9/18/2013
-Misty Court		\$34,800.00	7/29/2014
-Hill Circle & South Street		\$384,611.00	9/9/2014
-Flintlock Drive		\$145,637.00	12/12/2014
-West Drowning Creek Culvert		\$81,229.00	2/6/2015
-2015 CDBG Paving		\$241,518.00	8/28/2015
-James Henry Dr Culvert		\$112,500.00	7/24/2015
-Hebron Church Road		\$518,515.00	3/11/2016
-Harbins Landing Estates		\$195,255.00	7/7/2016
-Majestic Circle		\$299,964.00	9/16/2016
-Whisper Way		\$60,000.00	6/6/2017

SCHEDULE OF ITEMS
FY 18 MILLING & RESURFACING
ITB #18-001, ADDENDUM #1

Line Item	Description	Quantity	Unit	Unit Cost	Extension
Mill Existing Asphalt					
1.A	Full Width Mill, 1.25" Depth - Daytime	81,489	SY	\$ 1.45	\$ 118,159.05
1.B	Full Width Mill, 1.5" Depth - Daytime	1,750	SY	\$ 1.75	\$ 3,062.50
1.C	Full Width Mill, 1.5" Depth - Nighttime	73,093	SY	\$ 1.75	\$ 127,912.75
1.D	Full Width Mill, 2" Depth - Nighttime	51,000	SY	\$ 2.35	\$ 119,850.00
1.E	Full Width Mill, 2.5" Depth - Daytime	21,070	SY	\$ 2.90	\$ 61,103.00
1.F	Full Width Mill, 2.5" Depth - Nighttime	6,670	SY	\$ 2.90	\$ 19,343.00
1.G	Full Width Mill, 3" Depth - Daytime	7,460	SY	\$ 3.50	\$ 26,110.00
1.H	Full Width Mill, 3.5" Depth - Daytime	2,600	SY	\$ 4.10	\$ 10,660.00
Sub-Total for Milling:					\$ 486,200.30
Inlay Asphalt					
2.A	9.5mm SUPERPAVE	8,591	TN	\$ 90.00	\$ 773,190.00
2.B	12.5mm SUPERPAVE - Nighttime	5,520	TN	\$ 87.00	\$ 480,240.00
2.C	12.5mm SUPERPAVE Polymer Modified - Nighttime	7,397	TN	\$ 94.00	\$ 695,318.00
Sub-Total for Asphalt:					\$ 1,948,748.00
3	19mm SUPERPAVE Patching (including milling)	500	TN	\$ 135.00	\$ 67,500.00
4	Remove Speed Bump/Table	5	EA	\$ 600.00	\$ 3,000.00
5	Traffic Control & Temporary Striping	1	LS	\$ 110,000.00	\$ 110,000.00
6	Mobilization, Bonds, & Insurance	1	LS	\$ 30,000.00	\$ 30,000.00
Grand Total:					\$ 2,645,448.30

SCHEDULE OF ITEMS
FY 18 MILLING & RESURFACING
ITB #18-001, ADDENDUM #1

Bid Price Certification for ITB #18-001

In compliance with Section 3 Scope of Project/Specifications, the undersigned offers and agrees that if this Bid is accepted by the City Council within one hundred twenty (120) days of the date of ITB Response Due Date and Bid opening, that the undersigned will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

Company Name: Allied Paving Contractors, Inc.

Company Address: P. O. Box 509, Pendergrass, GA 30567

Authorized Signature(s): _____

Print/Type Name(s) and Title(s): John McLean ~ Vice President

Date Signed: 8/31/2017

Contact Info - Phone Number: 706-693-4042

Contact Info - E-mail Address: johnm@paveone.com



Bid Proposal

Proposal of Allied Paving Contractors, Inc. (hereinafter called
“**BIDDER**”) a contractor organized and existing under the laws of the State of Georgia, *an
individual, a corporation, or a partnership doing business as Allied Paving Contractors, Inc..

*Strike Out Inapplicable Terms.

THIS BID SUBMITTED TO: City of Alpharetta (Hereinafter called “**CITY**”)

The undersigned **BIDDER** proposes and agrees, if this Bid is accepted, to enter into an Agreement with the **CITY** in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Unit Price(s) and within the Contract Time indicated in the Bid.

BIDDER agrees to provide the necessary machinery, tools, apparatus, all materials and labor, and other means of construction necessary to complete the construction of **FY 18 MILLING & RESURFACING** including, but not limited to, maintaining traffic control measures, milling existing pavement, installing tack coat, installing asphaltic concrete surface course, performing cleanup, and related work. The location of the work is at various locations within the City of Alpharetta, Georgia.

In submitting this Bid, the **BIDDER** represents that:

1. **BIDDER** acknowledges receipt of the following addenda:
1 dated 8/4/2017
2 dated 8/25/2017
2. **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**.
3. **BIDDER** has examined the plans, specifications and related documents with respect to the site of the proposed work. Being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and supplies, the **BIDDER** agrees to construct the project within the time set forth herein and in accordance with the Contract Documents.
4. **BIDDER** has given the **CITY** written notice of all conflicts, errors, or discrepancies discovered in the Contract Documents. **BIDDER** has received written resolution thereof by Addendum from the **CITY**.
5. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.

6. **BIDDER** has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid.
7. **BIDDER** has not solicited or induced any person, firm or corporation to refrain from bidding; and, **BIDDER** has not sought by collusion to obtain for himself any advantage over any other Bidder or over the **CITY**.

Further, **BIDDER** agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

BIDDER further proposes and agrees hereby to promptly commence the Work with adequate force and equipment within ten (10) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision and to continuously pursue the work without interruption to completion and to achieve **Final Completion** of the Work by **June 1, 2018**.

Attached hereto is a bid bond or certified check on the (Bank) _____

in the amount of Five Percent of Amount Bid (5%)
(Five percent of Total Amount Bid)

Executed on August, 31, 2017 in Pendergrass (city), GA (state).

Allied Paving Contractors, Inc.
Company Name

Signature of Authorized Officer or Agent

John McLean ~ Vice President
Printed Name and Title of Authorized Officer or Agent

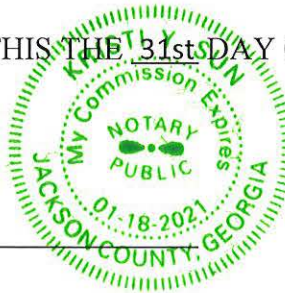


SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 31st DAY OF August, 2017.

NOTARY PUBLIC

[Signature]

My Commission Expires: _____



City of Alpharetta Disclosure Form and Certificate of Non-Collusion

**DISCLOSURE FORM and CERTIFICATE OF NON-COLLUSION**

Bidder 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) Allied Paving Contractors, Inc.

Authorized Signature:

Printed Name and Title of Person
Signing: John McLean ~ Vice President

Date: 8/31/2017

Firm's Address: P. O. Box 509, Pendergrass, GA 30567

Contact's Email Address: johnm@paveone.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.*

Certifications

EXAMINATION OF PLANS AND SPECIFICATIONS

I certify that I have carefully examined the Specifications and Plans for this project and any modifications identified in the contract documents included in and made a part of this Proposal, and have also personally examined the site of the work. On the basis of the said Specifications and Plans, I propose to furnish all necessary machinery, tools, apparatus and other means of construction, and complete all the work and furnish all the materials in the manner specified.

I understand the quantities mentioned are approximate only and are subject to either increase or decrease and hereby propose to perform any increased or decreased quantities of work or extra work on the basis provided for in the specifications.

I also hereby agree that the **CITY** would suffer damages in a sum equal to at least the amount of the enclosed Proposal Guaranty, in the event my Proposal should be accepted and a Contract tendered me thereunder and I should refuse to execute same and furnish bond as herein required, in consideration of which I hereby agree that, in the event of such failure on my part to execute said Contract and furnish bond within fifteen (15) days after the date of the letter transmitting the Contract to me, the amount of said Proposal Guaranty shall be and is hereby, forfeited to the **CITY** as liquidated damages as the result of such failure on my part.

I further propose to execute the Contract agreement described in the Specifications as soon as the work is awarded to me, and to begin and complete the work within the time limit provided. I also propose to furnish a Contract Bond, approved by the **CITY**, as required by the laws of the State of Georgia. This bond shall not only service to guarantee the excellence of both workmanship and materials until the work is finally accepted, as well as to fully comply with all the laws of the State of Georgia.

CONFLICT OF INTEREST

By signing and submitting this Contract I hereby certify that employees of this company or employees of any company supplying material or subcontracting to do work on this Contract will not engage in business ventures with employees of the CITY or Consulting Engineers nor shall they provide gifts, gratuities, favors, entertainment, loans or other items of value to employees of this Department.

Also, by signing and submitting this Contract, I hereby certify that I will notify the CITY through its Director of Department of Public Works of any business ventures entered into between employees of this company or employees of any company supplying material or subcontracting to do work on this Contract with a family member of CITY employees.

Subscribed and sworn before me on this the 31st
Company Name Allied Paving Contractors, Inc.
day of August, 2017

Signature of Authorized Officer or Agent
Notary Public



John McLean ~ Vice President

Printed Name and Title of Authorized Officer or
Agent

My Commission Expires

**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:

58870

Federal Work Authorization (E-Verify) User Identification Number

10-5-2007

Date of Authorization

Allied Paving Contractors, Inc.

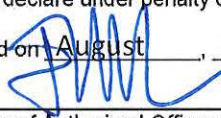
Name of Contractor

FY2018 Milling & Resurfacing

Name of Project

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

Executed on August, 31, 2017 in Pendergrass (city), GA (state).


Signature of Authorized Officer or Agent

John McLean ~ Vice President

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 31st DAY OF August, 2017.


NOTARY PUBLIC

My Commission Expires:



Request for Taxpayer Identification Number and Certification (W-9)

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. Allied Paving Contractors, Inc.		
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) ▶ _____	
	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.) P. O. Box 509	Requester's name and address (optional) City of Alpharetta
	6 City, state, and ZIP code Pendergrass, GA 30567	
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 *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									
2	0	-	0	7	1	2	7	2	0

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶ **8/31/2017**

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/w9.

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 1088 (home mortgage interest), 1088-E (student loan interest), 1088-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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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
- 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.

**CITY OF ALPHARETTA
ADDENDUM # 1**



Finance Department
2 Park Plaza
Alpharetta, GA 30009
P: (678) 297-6052
F: (678) 297-6093
purchasing@alpharetta.ga.us

ADDENDUM POSTING DATE: AUGUST 4, 2017

ITB TITLE: FY 2018 MILLING AND RESURFACING

ITB #: 18-001

ITB RESPONSE DUE DATE/TIME: THURSDAY, AUGUST 31, 2017 AT 10:00 AM

ITB ISSUE DATE: THURSDAY, AUGUST 3, 2017

To ALL BIDDERS:

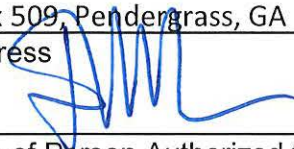
1. The attached information is made part of the ITB noted above and part of any contract that may be awarded as a result of response to this ITB.
2. The purpose of this addendum is to provide additional and/or revised information or documents.
3. In the event of a conflict between previously released information and the information contained herein, the information contained herein shall prevail.
4. A signature on this page acknowledges receipt of this addendum.
5. This signed addendum acknowledgment must be included with Bid response.
6. A signature on this addendum does not constitute your signature on the original Bid document.
7. See Addendum information beginning on the next page.

Allied Paving Contractors, Inc.

Firm Name

P. O. Box 509, Pendergrass, GA 30567

Firm Address



Signature of Person Authorized to Bind this Firm

8/31/2017

Date

John McLean ~ Vice President

Typed or Printed Name and Title

706-693-4042 johnm@paveone.com

Phone Number and E-mail Address

The invitation to bid documents are hereby modified in the following respects:

Please review the NEW project manual document and a Schedule of items has been created as well.

Revisions include (we've tried to highlight them in yellow in the project manual):

- Updated page count
- Updated table of contents (new/revised sections and forms highlighted in yellow)
- Added Bid Proposal Form and Certifications Form to Section 3.0 Item 5
- Minor corrections to location list in Section 3.3
- Correction of locations for night time work in Section 3.4
- Updated contact information for City of Alpharetta Police in Section 3.4
- Removed subsections 4.1.2 and 4.1.3
- Revised schedule of items/cost proposal. Excel file also included for posting.
- Restored Section 6.5
- Added retainage wording to Section 6.13
- Added Bid Proposal Form and Certifications Form to Appendix A
- Removed reference to Local Vendor from Appendix A list of forms
- Added Appendix D cover sheet which separates the forms (performance bond, labor/material bond, final affidavit) from Appendix C
- Added Appendices E and F

END ADDENDUM

**CITY OF ALPHARETTA
ADDENDUM 2**



Finance Department
2 Park Plaza
Alpharetta, GA 30009
P: (678) 297-6052
F: (678) 297-6093
purchasing@alpharetta.ga.us

ADDENDUM POSTING DATE:	FRIDAY, AUGUST 25, 2017
ITB TITLE:	FY 2018 MILLING AND RESURFACING
ITB #:	18-001
ITB RESPONSE DUE DATE/TIME:	THURSDAY, AUGUST 31, 2017 AT 10:00 AM
ITB ISSUE DATE:	THURSDAY, AUGUST 3, 2017
NUMBER OF PAGES:	6

To ALL BIDDERS:

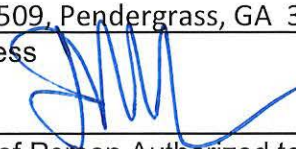
1. The attached information is made part of the ITB noted above and part of any contract that may be awarded as a result of response to this ITB.
2. The purpose of this addendum is to provide additional and/or revised information or documents.
3. In the event of a conflict between previously released information and the information contained herein, the information contained herein shall prevail.
4. A signature on this page acknowledges receipt of this addendum.
5. This signed addendum acknowledgment must be included with Bid response.
6. A signature on this addendum does not constitute your signature on the original Bid document.
7. See Addendum information beginning on the next page.

Allied Paving Contractors, Inc.

Firm Name

P. O. Box 509, Pendergrass, GA 30567

Firm Address



Signature of Person Authorized to Bind this Firm

8-31-2017

Date

John McLean ~ Vice President

Typed or Printed Name and Title

706-693-4042 johnm@paveone.com

Phone Number and E-mail Address

The invitation to bid documents are hereby modified in the following respects:

1. The City has received several questions regarding the bid. Below is a summary of each question and the City's response:

Question #1: Gate Dancer Way and Bethany Ct. are both set up to receive 12.5 mm mix, but both roads are in subdivisions and have cul de sacs. Should this mix actually be the 9.5mm mix set up for subdivisions? Please clarify if the 12.5mm is correct or should it be changed to 9.5mm mix.

Answer #1: The information provided in Appendix F for these two streets was in error. 9.5MM Superpave shall be used for both Gate Dancer Way and Bethany Court. Appendix F has been revised accordingly and is included in this addendum. The quantities provided in the schedule of items issued with Addendum #1 remain unchanged.

Question #2: Will the contractor be required to post mount the Advanced Warning Signs or can these signs be placed on temporary tripods?

Answer #2: The use of temporary tripods is acceptable.

Question #3: Will the contractor be required to mill and pave into the side roads on all of the roads or only on roads 1 – 14?

Answer #3: The contractor is not required to mill and pave into any side roads. This applies to all locations.

Question #4: How long will the contractor have to cover up the milled surfaces? In the past the majors roads (1-14) were covered the same day and the subdivision roads had a 48 hour cover up.

Answer #4: Location 13 (Westside Parkway) must be covered on the same day it is milled. Locations 1, 2, 5, 6, 7, 8, 9, 10, 11, 12, and 14 must be covered within 24 hours. Locations 3 and 4 must be covered within 24 hours of completing any necessary deep mill/patching. The remainder of locations must be covered within 48 hours.

Question #5: Several of the roads do not have curb and gutter. Will the contractor be required to build shoulders, grass, install Low/Soft Shoulder signs and or place barrels on these roads?

Answer #5: No.

Question #6: In the proposal it states that the contractor should only place temporary tape on the final surface, but how about the milled surfaces? Should the contractor plan on temporary striping the milled surfaces the same day they are milled in paint?

Answer #6: The contractor is not required to provide any temporary markings on milled surfaces.

END ADDENDUM

APPENDIX F: SCOPE OF WORK BY LOCATION

Location	Road	Full Width Milling		Inlay Asphalt	
		Depth	Est. Qty. (SY)	Depth & Material	Est. Qty (TN)
1	Rainwater Drive	1.5"	8,650	1.5" 12.5 MM Superpave	755
2	Westside Way	1.5"	2,745	1.5" 12.5 MM Superpave	240
3	Maxwell Road	1.5"	3,734	1.5" 12.5 MM Superpave	326
4	Maxwell Road	1.5"	10,134	1.5" 12.5 MM Superpave Polymer Modified	884
5	Kingswood Place	1.5"	1,112	1.5" 12.5 MM Superpave	130
6	Warsaw Road	1.5"	4,800	1.5" 12.5 MM Superpave	419
7	Roswell Street	1.5"	7,790	1.5" 12.5 MM Superpave	671
8	Duke Drive	1.5"	7,334	1.5" 12.5 MM Superpave	640
9	Georgia Lane	1.5"	2,567	1.5" 12.5 MM Superpave	224
10	Royal Blvd South	1.5"	6,160	1.5" 12.5 MM Superpave	538
11	North Point Drive	1.5"	12,000	1.5" 12.5 MM Superpave	1,047
12	Royal Drive	1.5"	6,067	1.5" 12.5 MM Superpave	530
13	Westside Pkwy	2"	51,000	2" 12.5 MM Superpave Polymer Modified	5,931
14	North Fulton Ind. Blvd	2.5"	6670	2" 12.5 MM Superpave Polymer Modified	582
15	Oakland Lane	1.25"	667	1.25" 9.5 MM Superpave	83
16	Owens Oak Circle	1.25"	734	1.25" 9.5 MM Superpave	54
17	Tivdale Court	1.25"	1,589	1.25" 9.5 MM Superpave	116
18	Arkwith Way	1.25"	1,579	1.25" 9.5 MM Superpave	115

19	Canter Lane	1.25"	1,181	1.25" 9.5 MM Superpave	86
20	Teasley Place	1.25"	4,712	1.25" 9.5 MM Superpave	343
21	Wednesbury Road	1.25"	3,192	1.25" 9.5 MM Superpave	232
22	Hidden Meadow Drive	1.25"	1,824	1.25" 9.5 MM Superpave	94
23	Crofters Pass	1.25"	1,834	1.25" 9.5 MM Superpave	134
24	Park Creek Way	1.25"	4,579	1.25" 9.5 MM Superpave	333
25	Cannonero Drive	1.25"	4,579	1.25" 9.5 MM Superpave	333
26	Gate Dancer Way	1.25"	990	1.25" 9.5 MM Superpave	72
27	Risen Star Lane	1.25"	1,915	1.25" 9.5 MM Superpave	140
28	Snow Chief Court	1.25"	1,359	1.25" 9.5 MM Superpave	99
29	Red Oak Lane	1.25"	4,478	1.25" 9.5 MM Superpave	326
30	Oak Terrace	1.25"	2,446	1.25" 9.5 MM Superpave	178
31	Marietta Street	1.25"	4,000	1.25" 9.5 MM Superpave	291
32	Mayapple Court	1.25"	1,268	1.25" 9.5 MM Superpave	93
33	Pearson Court	1.25"	1,612	1.25" 9.5 MM Superpave	118
34	Sherman Oaks Way	1.25"	2,359	1.25" 9.5 MM Superpave	172
35	Westchester Way	1.25"	7,500	1.25" 9.5 MM Superpave	546
36	Greenmont Circle	1.25"	7,500	1.25" 9.5 MM Superpave	546
37	Southerby Lane	1.25"	1,692	1.25" 9.5 MM Superpave	123

38	Admiral Crossing	1.25"	5,400	1.25" 9.5 MM Superpave	400
39	Brook Hill Crossing Lane	1.25"	4,200	1.25" 9.5 MM Superpave	350
40	Brook Hill Crossing Court	1.25"	1,200	1.25" 9.5 MM Superpave	100
41	Sydney Walk	1.25"	2,400	1.25" 9.5 MM Superpave	232
42	Birch Hollow Drive	1.25"	4,700	1.25" 9.5 MM Superpave	375
43	Chantily Drive	3"	7,460	1.25" 9.5 MM Superpave	550
44	Crabapple Trace	2.5"	4,450	1.25" 9.5 MM Superpave	350
45	Bethany Court	1.5"	1,750	1.25" 9.5 MM Superpave	140
46	Sherry Drive	2.5"	7,660	1.25" 9.5 MM Superpave	560
47	Woodfield Lane	2.5"	2,600	1.25" 9.5 MM Superpave	200
48	Meyers Drive	3.5"	2,600	1.25" 9.5 MM Superpave	200
49	Tracy Court	2.5"	1,760	1.25" 9.5 MM Superpave	130
50	Wendy Hill Drive	2.5"	4,500	1.25" 9.5 MM Superpave	330

**CITY OF ALPHARETTA
INVITATION TO BID (ITB)
(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

ITB TITLE: **FY 2018 MILLING AND RESURFACING**
ITB #: **18-001**
ITB RESPONSE DUE DATE/TIME: **THURSDAY, AUGUST 31, 2017 AT 10:00 AM**
ITB ISSUE DATE: **THURSDAY, AUGUST 3, 2017**
NUMBER OF PAGES: **74**

CONTACT INFORMATION

PROCUREMENT AGENT AND ITB CONTACT:

City of Alpharetta
Finance Department
Budget & Procurement Team
2 Park Plaza
Alpharetta, GA 30009

Stephanie Cochran

Phone: 678-297-6052
FAX: 678-297-6093
Email: purchasing@alpharetta.ga.us
Website: <https://www.ebidexchange.com/alpharetta>

INSTRUCTIONS TO BIDDERS: 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 BID TO:

CITY OF ALPHARETTA
FINANCE DEPARTMENT
CITY HALL 1ST FLOOR GREETER STATION
2 PARK PLAZA
ALPHARETTA, GA 30009
ATTN: STEPHANIE COCHRAN

EXTERIOR OF SEALED ENVELOPE/PACKAGE MUST NOTE:

Bidder's Name and Address
ITB Title & Number as noted on top of this page
ITB 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 Bid, the authorized signer and represented firm have read, understand, and agree to information within this Invitation to Bid:

Firm/Bidder Name: _____
Firm/Bidder Mailing Address: _____
Firm/Bidder Phone Number(s): _____
Firm/Bidder FAX Number(s): _____
Email Address for Bidder's Contact: _____
Authorized Bidder Signature: _____
Printed Name of Signer: _____
Bidder Federal I.D. Number: _____
Bidder DUNS Number: _____

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SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE</u>
ITB Issue Date	August 3, 2017
Deadline for Receipt of Written Questions.....	August 22, 2017 at 4:00 PM
Deadline for Posting of Written Answers	August 24, 2017 at 4:00 PM
ITB Response (Bid) Due Date/Time	August 31, 2017

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 to be understood as local, Eastern Time for our City, Alpharetta, GA.)

SECTION 1: ITB INSTRUCTIONS

1.0 Single Point of Contact

- Bidders 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-Bid Conference.
- Any unauthorized contact may disqualify the Bidder from further consideration.
- Contact information for the single point of contact is as follows:

Procurement Agent:	<u>Stephanie Cochran</u>
Address:	City of Alpharetta Finance Department Budget & Procurement Team 2 Park Plaza Alpharetta, GA 30009
Telephone Number:	<u>678-297-6052</u>
Fax Number:	<u>678-297-6093</u>
E-mail Address:	<u>purchasing@alpharetta.ga.us</u>

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 ITB and procurement process. Bidders are encouraged to review these terms for intent and meaning used throughout the ITB 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 ITB: Bidders should carefully review this ITB 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 ITB.

1.1.3 Addenda: The City may revise this ITB by issuing an addendum prior to the ITB Response Due Date/Time. The addendum will be posted on the City's website alongside the posting of the ITB at <https://www.ebidexchange.com/alpharetta>. Any publicly issued addendum will become part of the bid documents and subsequent contract.

- Bidders must sign and return any addendum acknowledgement page with their Bid response.
- Failure to submit Bid 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 Bidders sufficient time to respond to the addendum.
- It is the Bidder'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: Bidders with questions, requiring clarification, or interpretation of any section within this ITB 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 **4:00PM, August 22, 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 **4:00PM, August 24, 2017**.
- Any material changes to the ITB, 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>.
- Bidders must sign and return any addendum acknowledgement page with their bid (see Section 1.1.3).
- Any other form of interpretation, correction, or change to this ITB will not be binding upon the City.

1.2 (section not used)

1.3 Submitting a Bid

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: Bidders **must** respond to this ITB by completing the standard forms set forth under *Appendix A*. The standard forms include legal requirements that must be met before the contract award process commences. See Appendix A for further instructions.

1.3.3 Standard Contract: By submitting a Bid in response to this ITB, Bidders agree to execute a contract materially incorporating those certain provisions set forth in *Section 6 Terms and Conditions* upon contract award by the City Council. Bidders acknowledge that *Section 6 Terms and Conditions* does not define the total extent of the contract language.

1.3.4 Bidder's Signature:

- The first page of this ITB and any other pages requiring signatures must be signed in ink by an individual authorized to legally bind the legal entity submitting the Bid and must be submitted with the Response.
- The Bidder's signature on a Bid in response to this ITB 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 ITB, Bidder acknowledges and agrees that the Bidder has carefully examined and fully understands the provisions and requirements of this ITB; 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 Bidder's Bid is accepted, Bidder 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 Bid response must be furnished upon request.

1.3.5 Organization of Bid: Each Bid response must be organized in the order set forth in Section 3 of this ITB. The original bid document and each bid document copy shall have tabs separating each response section.

1.3.6 Late Submissions, Withdrawals, and Corrections:

Late Bid: Regardless of cause, late Bids will not be accepted and will automatically be disqualified from further consideration. It shall be the Bidder's sole risk to assure delivery to the receptionist's desk at the designated office by the designated ITB Response (Bid) Due Date/Time. Late Bids will not be opened and may be returned to the Bidder at the expense of the Bidder or destroyed if requested.

Bid Withdrawal: A Bidder requesting to withdraw their Bid prior to the ITB Response (Bid) 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.

A Bidder requesting to withdraw after the Bid has been opened will be required to submit a letter with documented facts supporting the reason for withdrawal within two (2) business days of the opening. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. The Bidder must present clear and convincing evidence that an unintentional error was made. The Procurement Officer will review the withdrawal request and a judgment will be made. Generally, Bid withdrawal after Bids are opened for reasons other than obvious clerical errors is not permitted.

Bid Correction: If an error is discovered prior to the opening, the Bidder can submit a corrected Bid. The corrected Bid should be clearly marked to indicate that it replaces the Bid originally submitted.

If an obvious clerical error not involving unit pricing is discovered after the Bid has been opened, the Bidder may submit a letter to the designated Procurement Agent within two (2) 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 or subject legal entity. The Bidder must present clear and convincing evidence that an unintentional error was made. The Procurement Officer will review the correction request and a judgment will be made. Generally, modifications to opened Bids for reasons other than obvious clerical errors are not permitted. No changes to any unit price will be made after the bids are opened. Errors in the mathematical extension of the quantities and unit prices will be corrected by the City and the revised total bid amounts are then to be used to determine the lowest reliable bidder.

1.3.7 Notice of "No Bid": 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; however, if you are unable or do not wish to participate in this ITB 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 Bid

1.4.1 City Not Responsible for Preparation Costs: The costs for developing and delivering Bids, responses, or submissions to this ITB and any subsequent presentations of the Bid as requested by the City are entirely the responsibility of the Bidder. The City is not liable for any expense incurred by the Bidder in the preparation and presentation of their Bid.

1.4.2 All Timely Submitted Materials Become City Property: All materials submitted, including those from awarded Bidder as well as those from unsuccessful Bidders, in response to this ITB 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 Bidder resulting from this ITB process.

1.5 Accessing Procurement Opportunities and Vendor Registration

1.5.1 Accessing Procurement Opportunities Online: Bidders interested in responding to this ITB 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: Bidders 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. A Bidder may submit a Bid without first entering vendor registration, but online registration is required of an awarded contractor.

SECTION 2: BID RECEIPT AND EVALUATION PROCESS

2.0 Authority

This ITB 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 Bids and to waive technicalities and informalities as further set forth in Section 2.3.

2.1 Receipt of Bids and Public Inspection

2.1.1 Public Information:

During the opening of Bids, the Bidder's name, Bid amount and other pertinent information will be read aloud and recorded. No other information will be disclosed at that time. Each Bid and all information received in response to this ITB, including copyrighted material, is deemed "public record" in accordance with O.C.G.A. § 50-18-70, et seq., and will be subject to Public inspection and copying shortly after Bid opening with the following four 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 Bids: The Procurement Agent in charge of the solicitation will open and review the Bids 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 Bidder wishes to keep confidential must be specifically identified and clearly marked and separated from the rest of the Bid;
2. The Bid does not contain any such confidential material in the cost/price section; and
3. An affidavit from the Bidder 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 Bid that Bidder 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. Bidders 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. Bidders 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 Bids

2.2.1 Initial Classification of Bids as Responsive and Responsible:

All Bids will initially be classified as either “responsive” or “nonresponsive”.

1. Bids may be found nonresponsive any time during the evaluation process if
 - any of the required information is not provided;
 - the submitted price is found to be excessive or inadequate; or
 - the Bid does not comply with the plans and specifications as described and required in this ITB.
 - Submissions found nonresponsive will not be considered further.
2. The Procurement Officer or designee will determine whether a Bidder has met the standards of responsibility – i.e., whether the Bidder has the capability in all respects to perform fully and reliably the requirements of this ITB and resulting contract based on the factors below. Such a determination may be made at any time during the evaluation of a Bid response if information surfaces that would result in a determination of non-responsibility.
 - If a Bidder is found non-responsible, the determination must be in writing, made a part of the procurement file, and mailed to the affected Bidder.

2.2.2 Evaluation of Bids: During the evaluation of the Bids, the City reserves the right to request clarification of Bid responses and the right to request the submission of references, if deemed necessary for a complete evaluation of Bids.

Award will be made to the responsive and responsible Bidder whose Bid is most economical according to designated criteria.

The determination of the lowest responsive and responsible Bidder may involve all or some of the following factors:

- | | |
|--|------------------------------|
| • price; | • experience; |
| • conformity to specifications; | • delivery promise; |
| • financial ability to meet the contract; | • terms of payment; |
| • previous performance; | • compatibility as required; |
| • facilities and equipment; | • other costs; |
| • availability of repair parts; | |
| • and other objective and accountable factors, if any. | |

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 Bid: Selection and award will be based on the Bidder's Bid. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested.

2.2.4 Contract Award: Contract award, if any, will be made by City Council upon recommendation, to the Bidder providing the lowest responsive and responsible Bid and who provides all required documents. 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 ITB, issuance of the ITB 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 ITB at any time. A notice of cancellation will be issued on the City's website. If the ITB is cancelled, the City will not reimburse any vendor for the preparation of their Bid. Bids may be returned, at Bidder's expense, upon request if unopened;
- reject any or all Bids, responses, or submissions received in response to this ITB;
- waive and/or amend any technicalities or informalities, or undesirable, inconsequential, or inconsistent provisions or specifications of this ITB which would not have significant impact on any Bid 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 Bid

Each Bid must be organized in the order set forth below. Paper Original and Copy section shall have tabs separating each section. Each Bid and Copies must be submitted in a sealed envelope/package.

Sealed Bid envelope/package must be marked on the exterior with the following:

- Bidder's Name,
- ITB #,
- ITB Title, and
- ITB Response (Bid) Due Date/Time.

1. **Cover Page** – Bidder's authorized official to complete, sign, and return with Bid response;
 - a. By submitting a response to this ITB, Bidder acknowledges and agrees that Bidder has carefully examined and fully understands the provisions and requirements of this ITB, 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 Bidder's Bid is accepted, Bidder will contract with the City in full conformance with the Contract Documents. Bidders should include a listing of any exceptions to *Sections 1, 2, and 6* (including subsections).
2. **Section 3, Scope of Project/Specifications** – include all requested documents, information, exceptions, clarifications, etc.;
3. **Section 4, Bidder Qualification** – include all requested documents and information;
4. **Section 5, Cost Submission Form with Bid Price Certification** – Bidder's authorized official to complete, sign, and return with Bid response;
 - a. Bidders **must** respond to this ITB by utilizing the Cost Submission Form found in Section 5. (This form may also be provided as a separate, fillable Excel worksheet.)
 - b. Except in rare cases as described in Section 1.3.6, a Bid may not be corrected, withdrawn, or canceled by the Bidder for a 120-day period following the deadline for Bid submission as defined in the Schedule of Events (ITB Response (Bid) Due Date/Time), or receipt of best and final offer, if required, and Bidder so agrees in submitting the bid.
 - c. The Cost Submission Form will be used as the primary representation of each Bidder's cost/price, and will be used extensively during Bid evaluations.
 - d. Additional information should be included as necessary to explain in detail the Bidder's cost/price.
5. **Appendix A, Standard Forms**– Complete each of the following as directed on each form, sign, and return with Bid response:
 - a. **Bid Proposal Form;**
 - b. Disclosure Form and Certificate of Non-Collusion – complete, sign, and return with Bid response;
 - c. Bid Bond or Certified Check;
 - d. **Certifications Form;**
 - e. E-Verify, Affidavit Verifying Compliance with Illegal Immigration Reform and Enforcement Act, Contractor Affidavit only to be returned with bid response;
 - f. W-9, Request for Taxpayer Identification Number and Certification;
6. **Additional Appendices** (ONLY if applicable) – include all requested documents and information;
7. **Addenda** – if any addenda are formally issued by the City, Bidder must complete, sign, and return Page 1 Addendum Acknowledgement with Bid acknowledging receipt and adherence to any changes

in the ITB.

3.1 Bid Copies Required, Deadline for Receipt

1. Each Bid must be received in sealed, opaque packaging.
2. Bids must be at the location noted below prior to the ITB Response (Bid) Due Date/Time **10:00AM (EDT)**, on **August 31, 2017**. Each bid 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: Stephanie Cochran
--

3. Faxed or e-mailed responses to Requests for Bids are NOT accepted and will not be reviewed.
4. Bidders must submit the following number of copies to the address set forth on the Cover Page:
 - **One (1) Hard Original Copy Unbound** (3-ring binder OK), marked "Original" with original signatures;
 - **One (1) Hard Copies Unbound** (3-ring binder OK), marked "Copy";
 - **One (1) CD-ROM or Flash Drive Copies.**
 - a. Mark all CD's or Flash Drives with Bidder's name and ITB name and number.
 - 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, the Bidder's Bid may be considered incomplete.
 - d. **NOTE:** All digital and hard copies must include exactly the same information as provided in the hard "Original" copy.

3.2 Bid Opening

For all that wish to attend, the public Bid Opening will be held at:

City of Alpharetta
City Hall 2nd Floor
Conference Room #240
2 Park Plaza
Alpharetta, GA 30009

3.3 City's Intent

The work to be done consists of the furnishing of all materials, labor, and equipment for the complete construction of **FY 18 MILLING & RESURFACING** including, but not limited to, maintaining traffic control measures, milling existing pavement, installing tack coat, installing asphaltic concrete surface course, performing cleanup, and related work. The location of the work is at various locations within the City of Alpharetta, Georgia.

The location of the work is as follows:

1. Rainwater Drive - Haynes Bridge Road to Westside Pkwy
2. Westside Way - Mansell Road to Rock Mill Way
3. Maxwell Road - Hwy 9 to City Limits
4. Maxwell Road - Hembree Road to Westside Pkwy
5. Kingswood Place - Mansell Road to Intersection at Cul-De-Sac
6. Warsaw Road - Mansell Road to Old Roswell Road
7. Roswell Street - Old Milton Pkwy to Hwy 9
8. Duke Drive - Mansell Road to Cul-De-Sac
9. Georgia Lane - North Point Drive to North Point Pkwy
10. Royal Blvd South - North Point Pkwy to North Point Pkwy
11. North Point Drive - North Point Pkwy to Haynes Bridge Road
12. Royal Drive - North Point Pkwy to End
13. Westside Pkwy - Sanctuary Pkwy to Hembree Road
14. North Fulton Industrial - Hembree Road to End
15. Oakland Lane - Hunters Oak to Cul-De-Sac
16. Owens Oak Circle - Sherman Oaks Way to Cul-De-Sac
17. Tivdale Court - Hebden Bridge Lane to Cul-De-Sac
18. Arkwith Way - Sandridge Court to Cul-De-Sac
19. Canter Lane - Hunters Oak to Cul-De-Sac
20. Teasley Place - Kimball Bridge Road to End
21. Wednesbury Road - Barnesley Lane to Cul-De-Sac
22. Hidden Meadow Drive - North Farm Drive to Cul-De-Sac
23. Crofters Pass - Barnesley Lane to Cul-De-Sac
24. Park Creek Way - Park Brooke Drive to Cul-De-Sac
25. Cannonero Drive - Douglas Road to Cul-De-Sac
26. Gate Dancer Way - Cannonero Drive to Cul-De-Sac
27. Risen Star Lane - Cannonero Drive to Cul-De-Sac
28. Snow Chief Court - Cannonero Drive to Cul-De-Sac
29. Red Oak Lane - Academy Street to Cul-De-Sac
30. Oak Terrace - Red Oak Lane to Cul-De-Sac
31. Marietta Street - Roswell Street to Old Milton Pkwy
32. May Apple Court – May Apple Drive to Cul-De-Sac
33. Pearson Court - Lillian Drive to Cul-De-Sac
34. Sherman Oaks Way - Crabapple Meadow Way to Cul-De-Sac
35. Westchester Way - Southlake Drive to End
36. Greenmont Circle - Greenmont Walk to Greenmont Walk
37. Southerby Lane - Rucker to End
38. Admiral Crossing - Windward Pkwy to Cul-De-Sac
39. Brookhill Crossing Lane - Crabapple Chase Drive to Cul-De-Sac
40. Brookhill Crossing Court - Brookhill Crossing Lane to Cul-De-Sac
41. Sydney Walk - Brisbane Drive to Cul-De-Sac
42. Birch Hollow Drive - Harris Road to Cul-De-Sac
43. Chantilly Drive - Bethany Road to Mayfield Road
44. Crabapple Trace - Chantilly Drive to Chantilly Drive
45. Bethany Court - Chantilly Drive to Cul-De-Sac
46. Sherry Drive - Mayfield Road to End
47. Woodfield Lane - Sherry Drive to End
48. Meyers Drive - Sherry Drive to Wendy Hill Drive
49. Tracy Court - Meyers Drive to Cul-De-Sac
50. Wendy Hill Drive - End to Cul-De-Sac

3.4 Specifications / Scope of Work

The Bidder shall submit its Proposal on the form furnished by the City. The blank spaces on the Proposal shall be filled in correctly for each Pay Item (except alternate items) and the Bidder shall write in ink the Unit Price or a Lump Sum Price as called for in the Proposal for each Pay Item listed therein. In addition, the Bidder shall also show the products of the respective Unit Prices and quantities and the total amount of the Bid by adding the amounts of all Bid Items. In the event of a discrepancy in any of the figures, the Unit Price will govern and the Bid will be recalculated.

The Bidder shall commence the Work with adequate force and equipment within **ten (10)** calendar days from receipt of Notice to Proceed and shall continuously pursue the work without interruption to completion and to achieve **Final Completion** of the Work by **Friday, June 1, 2018**.

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.

The Bidder shall be responsible for performing with their own organization at least thirty percent (30%) of the work in this contract. The Bidder shall not subcontract, transfer, assign, or otherwise dispose of the contract or any portion thereof, without the written consent of the City.

Retainage in the amount of 10% will be applied to this project.

The Bidder shall comply with GDOT Standards and Specifications.

The Contractor will not be required to use a MTV (shuttle buggy) in placing asphalt material.

All 9.5mm asphalt material shall be Type I.

All tack shall be trackless tack approved by the Georgia Department of Transportation. Refer to QPL #7 "Sources of Bituminous Materials". Tack costs shall be included in the unit prices for asphalt.

Permitted work hours for Locations #1 - #14 shall be from 7:00 PM to 6:00 AM Monday through Friday.

Permitted work for all other locations shall be from 9:00 AM to 4:00 PM Monday through Friday. Within subdivisions, work hours may be extended to 8:00 AM to 6:00 PM, Monday through Friday.

The Contractor will not be responsible for replacement of signal loops.

Temporary striping shall be accomplished with temporary tape on new asphalt. Temporary striping is required for centerlines, lane markings, turn lane arrows, and stop bars. The City will coordinate with its striping contractor to replace all markings for each road as milling and resurfacing activities are completed.

Contractor shall be responsible for implementing and maintaining all necessary traffic control measures. Contractor shall submit a traffic control plan to the City for approval prior to commencing any operations at a given location. Traffic control plan shall, at a minimum, conform to the requirements set forth in the MUTCD.

Contractor shall include the use of City of 1 Alpharetta Police Officer as part of their traffic control measures for all night work.. Use of police officers as part of traffic control measures at other locations is not required. Please note that only City of Alpharetta Police may be so utilized. Contact **Captain Terri Osborne** with the City of Alpharetta Department of Public Safety at **678-297-6305**. Any costs for utilization of police officers shall be included in the Contractor's line item cost for Traffic Control & Temporary Striping.

The following steps are required regarding patchwork for **#3 (Maxwell Rd)**, **#4 (Maxwell Road)**:

- Prior to Contractor starting work at a location, City staff will identify areas anticipated for patching and mark in field accordingly.
- Contractor shall then mill to depth indicated.
- As roadway surface is milled, City staff shall inspect the anticipated areas and mark in field those areas to be patched.
- Upon completion of initial milling, Contractor shall patch mill marked areas 2" and inlay 2" of 19mm Superpave on the same day.
- Upon completion of patching operations, Contractor shall then inlay full roadway as indicated.

All speed bumps/tables within the project areas are to be removed but not replaced.

SECTION 4: BIDDER QUALIFICATIONS

4.0 City's Right to Investigate

The City may make such investigations as deemed necessary to determine the ability of the Bidder to provide the supplies and/or perform the services specified.

4.1 Bidder Informational Requirements

In determining the capabilities of a Bidder to perform the services specified herein, the following informational requirements must be met by the Bidder. 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 ITB.

Each bid shall provide the following information:

4.1.1 References: Bidder shall provide a minimum of three **(3)** references for each item/service specified in this ITB. The references may include any government, agency or similar entity where the Bidder, 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 Bidder shall provide:

- the company name,
- the location where the service was provided or item was installed/delivered,
- contact person(s),
- customer's telephone number,
- contact person's email address, and
- a complete description of the item/service type, and dates provided.

These references may be contacted to verify Bidder'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 Bidder to perform the conditions of this request. Negative references may be grounds for Bid disqualification.

SECTION 5: COST SUBMISSION

SCHEDULE OF ITEMS
FY 18 MILLING & RESURFACING
ITB #18-001, ADDENDUM #1

Line Item	Description	Quantity	Unit	Unit Cost	Extension
Mill Existing Asphalt					
1.A	Full Width Mill, 1.25" Depth - Daytime	81,489	SY		
1.B	Full Width Mill, 1.5" Depth - Daytime	1,750	SY		
1.C	Full Width Mill, 1.5" Depth - Nighttime	73,093	SY		
1.D	Full Width Mill, 2" Depth - Nighttime	51,000	SY		
1.E	Full Width Mill, 2.5" Depth - Daytime	21,070	SY		
1.F	Full Width Mill, 2.5" Depth - Nighttime	6,670	SY		
1.G	Full Width Mill, 3" Depth - Daytime	7,460	SY		
1.H	Full Width Mill, 3.5" Depth - Daytime	2,600	SY		
Sub-Total for Milling:					
Inlay Asphalt					
2.A	9.5mm SUPERPAVE	8,591	TN		
2.B	12.5mm SUPERPAVE - Nighttime	5,520	TN		
2.C	12.5mm SUPERPAVE Polymer Modified - Nighttime	7,397	TN		
Sub-Total for Asphalt:					
3	19mm SUPERPAVE Patching (including milling)	500	TN		
4	Remove Speed Bump/Table	5	EA		
5	Traffic Control & Temporary Striping	1	LS		
6	Mobilization, Bonds, & Insurance	1	LS		

Grand Total: _____

SCHEDULE OF ITEMS
FY 18 MILLING & RESURFACING
ITB #18-001, ADDENDUM #1

Bid Price Certification for ITB #18-001

In compliance with Section 3 Scope of Project/Specifications, the undersigned offers and agrees that if this Bid is accepted by the City Council within one hundred twenty (120) days of the date of ITB Response Due Date and Bid opening, that the undersigned will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

Company Name: _____

Company Address: _____

Authorized Signature(s): _____

Print/Type Name(s) and Title(s): _____

Date Signed: _____

Contact Info - Phone Number: _____

Contact Info - E-mail Address: _____

SECTION 6: TERMS AND CONDITIONS

The City's standard terms and conditions, which will be incorporated into the Contract, are set forth below ("Terms and Conditions"). Bidders should notify the City of any Terms and Conditions that either preclude them from responding to this ITB or add unnecessary cost. This notification must be made by the deadline for receipt of written/e-mailed questions or with the Bidder's Bid. 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.

6.0 Additional Contract Provisions and Terms

This ITB, including all documents and appendices attached hereto, referenced herein and/or incorporated herein, and any addenda hereto, and the Bid 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.

6.1 Performance Prior to Contract Execution

The successful Bidder shall not begin performance of the Project prior to the execution of a formal written contract by the City and the successful Bidder. Any Bidder beginning performance prior to the execution of the Contract shall be deemed to be proceeding at the Bidder'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 ITB.

6.2 Contract Term

The term of the Contract commences upon execution by both parties and shall terminate upon the completion of the Project, but in no event any later than **Friday, June 1, 2018**, as further provided for in the Contract and in accordance with O.C.G.A. § 36-60-13.

6.3 Subcontractors

The lowest responsive and responsible Bidder 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 Bid. The City reserves the right to approve all subcontractors. The Contractor shall be responsible to the City for the negligent acts and negligent omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this ITB, or otherwise in the Contract Documents created as a result of any contract award derived from this ITB, shall create any contractual relationships between any subcontractor of the Contractor and the City.

6.4 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 bid 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.

6.5 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 Substantial Completion and Final Completion by the dates either set forth in this ITB, the Bid, or as reasonably required by the City. "Substantial Completion" shall mean that stage in the progression of the Work in which same is sufficiently complete in accordance with the Contract such that the City can enjoy beneficial use and occupancy of the subject property or site and can utilize the improvements or renovations completed by the Work for their intended purpose. "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.

Liquidated Damages will not apply to this Project.

6.6 General Insurance Requirements

The following is informational for this ITB. 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

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.

6.7 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 Bid.

6.8 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, Bidders submitting a Bid for the physical performance of service shall include a fully executed E-Verify affidavit as part of their Bid.

Requirement to Participate in a Federal Work Authorization Program (E-Verify):

No Bidder shall submit a Bid for the physical performance of service unless the Bidder 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.

6.9 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.

6.10 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.

6.11 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 Public Works 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.

6.12 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.

6.13 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 Public Works
1790 Hembree Road
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.

Bidders, who are individuals, shall provide their social security numbers on Page 1 of this ITB. Bidders, which are proprietorships, partnerships, limited liability companies, corporations, or other legal entities, shall provide their federal employer identification number on Page 1 of this ITB. All Bidders shall provide a completed and signed W-9 located in Appendix A: Standard Forms with Bid submission.

6.14 Miscellaneous

6.14.1 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 Public Works
1790 Hembree Road
Alpharetta, GA 30009

No freight or postage charges will be paid by the City of Alpharetta unless such charges are included and accepted in the Bid 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.

6.14.2 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.

APPENDIX A: STANDARD FORMS

This section contains the forms necessary to ensure compliance with various laws as described within this ITB.

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 Bid package. It is not required to include forms in Bid Copies.

- **Forms Required to be Returned With Every Bid Submitted:**

1. **Bid Proposal Form**

2. City of Alpharetta Disclosure Form and Certificate of Non-Collusion
3. Bid Bond – A certified check may be submitted in lieu of a Bid Bond.

4. **Certifications Form**

5. Affidavit Verifying Contractor Participation in Federal Work Authorization Program (E-Verify/I-9)
6. Request for Taxpayer Identification Number and Certification (W-9)

- **Forms to be held on file by Bidders/Contractors** and available to City for review upon request:

7. Affidavit Verifying Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9) *(if using subcontractor(s) – Prime Contractor to retain on file)*
8. 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**

9. Only return the Notice of 'No Bid' if relevant.

Bid Proposal

Proposal of _____ (hereinafter called
“BIDDER”) a contractor organized and existing under the laws of the State of _____, *an
 individual, a corporation, or a partnership doing business as _____.

*Strike Out Inapplicable Terms.

THIS BID SUBMITTED TO: City of Alpharetta (Hereinafter called **“CITY”**)

The undersigned **BIDDER** proposes and agrees, if this Bid is accepted, to enter into an Agreement with the **CITY** in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Unit Price(s) and within the Contract Time indicated in the Bid.

BIDDER agrees to provide the necessary machinery, tools, apparatus, all materials and labor, and other means of construction necessary to complete the construction of **FY 18 MILLING & RESURFACING** including, but not limited to, maintaining traffic control measures, milling existing pavement, installing tack coat, installing asphaltic concrete surface course, performing cleanup, and related work. The location of the work is at various locations within the City of Alpharetta, Georgia.

In submitting this Bid, the **BIDDER** represents that:

1. **BIDDER** acknowledges receipt of the following addenda:

2. **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**.
3. **BIDDER** has examined the plans, specifications and related documents with respect to the site of the proposed work. Being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and supplies, the **BIDDER** agrees to construct the project within the time set forth herein and in accordance with the Contract Documents.
4. **BIDDER** has given the **CITY** written notice of all conflicts, errors, or discrepancies discovered in the Contract Documents. **BIDDER** has received written resolution thereof by Addendum from the **CITY**.
5. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.

6. **BIDDER** has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid.
7. **BIDDER** has not solicited or induced any person, firm or corporation to refrain from bidding; and, **BIDDER** has not sought by collusion to obtain for himself any advantage over any other Bidder or over the **CITY**.

Further, **BIDDER** agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

BIDDER further proposes and agrees hereby to promptly commence the Work with adequate force and equipment within ten (10) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision and to continuously pursue the work without interruption to completion and to achieve **Final Completion** of the Work by **June 1, 2018**.

Attached hereto is a bid bond or certified check on the (Bank) _____
in the amount of _____.
(Five percent of Total Amount Bid)

Executed on _____, _____, 201__ in _____(city), _____ (state).

Company Name

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:_____

City of Alpharetta Disclosure Form and Certificate of Non-Collusion



DISCLOSURE FORM and CERTIFICATE OF NON-COLLUSION

Bidder 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:
(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.*

Bid Bond

(Five Percent (5%) of Bid)

Bid Bond # _____

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned_____, as **CONTRACTOR**, and_____, as **SURETY**, are herebyheld 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 **FY 18 MILLING & RESURFACING** including, but not limited to, maintaining traffic control measures, milling existing pavement, installing tack coat, installing asphaltic concrete surface course, performing cleanup, and related work. The location of the work is at various locations within the City of Alpharetta, Georgia.

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.

Certifications

EXAMINATION OF PLANS AND SPECIFICATIONS

I certify that I have carefully examined the Specifications and Plans for this project and any modifications identified in the contract documents included in and made a part of this Proposal, and have also personally examined the site of the work. On the basis of the said Specifications and Plans, I propose to furnish all necessary machinery, tools, apparatus and other means of construction, and complete all the work and furnish all the materials in the manner specified.

I understand the quantities mentioned are approximate only and are subject to either increase or decrease and hereby propose to perform any increased or decreased quantities of work or extra work on the basis provided for in the specifications.

I also hereby agree that the **CITY** would suffer damages in a sum equal to at least the amount of the enclosed Proposal Guaranty, in the event my Proposal should be accepted and a Contract tendered me thereunder and I should refuse to execute same and furnish bond as herein required, in consideration of which I hereby agree that, in the event of such failure on my part to execute said Contract and furnish bond within fifteen (15) days after the date of the letter transmitting the Contract to me, the amount of said Proposal Guaranty shall be and is hereby, forfeited to the **CITY** as liquidated damages as the result of such failure on my part.

I further propose to execute the Contract agreement described in the Specifications as soon as the work is awarded to me, and to begin and complete the work within the time limit provided. I also propose to furnish a Contract Bond, approved by the **CITY**, as required by the laws of the State of Georgia. This bond shall not only service to guarantee the excellence of both workmanship and materials until the work is finally accepted, as well as to fully comply with all the laws of the State of Georgia.

CONFLICT OF INTEREST

By signing and submitting this Contract I hereby certify that employees of this company or employees of any company supplying material or subcontracting to do work on this Contract will not engage in business ventures with employees of the CITY or Consulting Engineers nor shall they provide gifts, gratuities, favors, entertainment, loans or other items of value to employees of this Department.

Also, by signing and submitting this Contract, I hereby certify that I will notify the CITY through its Director of Department of Public Works of any business ventures entered into between employees of this company or employees of any company supplying material or subcontracting to do work on this Contract with a family member of CITY employees.

Subscribed and sworn before me on this the _____
Company Name
day of _____, 201__.

Signature of Authorized Officer or Agent
Notary Public

Printed Name and Title of Authorized Officer or
Agent

My Commission Expires

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:

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 (W-9)

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%;"><tr><td colspan="11" style="text-align: center;">Social security number</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></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></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></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/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)																																																									
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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.																																																									
Cat. No. 10231X																																																									
Form W-9 (Rev. 12-2014)																																																									

Affidavit Verifying Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9)



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)



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

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 PURCHASERTo: _____
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)	
Requester's name and address (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.	
Social security number 5 8 - 6 0 - 1 1 - 4 5 - 4	or Employer identification number 5 8 - 6 0 - 1 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. <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.	
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Gat. 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 ITB 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 \$50,000.01 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 \$50,000.01 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: SAMPLE CONTRACT DOCUMENTS

This section contains the sample contract for this project and other documents required of the Bidder awarded the contract for this project.

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:

FY 18 MILLING & RESURFACING including, but not limited to, maintaining traffic control measures, milling existing pavement, installing tack coat, installing asphaltic concrete surface course, performing cleanup, and related work. The location of the work is at various locations within the City of Alpharetta, Georgia.

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 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:

FY 18 MILLING & RESURFACING including, but not limited to, maintaining traffic control measures, milling existing pavement, installing tack coat, installing asphaltic concrete surface course, performing cleanup, and related work. The location of the work is at various locations within the City of Alpharetta, Georgia.

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: _____

By: _____ (Seal)

Witness

Surety: _____

By: _____ (Seal)

Witness

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:

FY 18 MILLING & RESURFACING including, but not limited to, maintaining traffic control
measures, milling existing pavement, installing tack coat, installing asphaltic concrete surface
course, performing cleanup, and related work. The location of the work is at various locations within
the City of Alpharetta, Georgia.

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

APPENDIX E: GENERAL CONDITIONS

GENERAL CONDITIONS

Unless otherwise directed, all work performed under this contract shall be in accordance with the Georgia Department of Transportation Standard Specifications, Construction Transportation Systems, **2013 edition**, and any Supplemental Specifications modifying them, except as noted below and in the Special Provisions.

Modification of Standard Specifications

SECTION 101 - DEFINITION AND TERMS

Section 101.10 BOARD

Delete as written and substitute the following:

"CITY COUNCIL OF CITY OF ALPHARETTA, GEORGIA"

Section 101.14 COMMISSIONER

Delete as written and substitute the following:

"THE MAYOR OF THE CITY OF ALPHARETTA, GEORGIA"

Section 101.16 CONTRACT

Delete the second paragraph and substitute the following:

"The Contract Documents shall be composed of the Advertisement for Bid; Notice to Contractors; Form of Bid Proposal; General Conditions; Special Provisions; Detail Specifications, as identified in Section 105.03; Form of Contract; Form of Bond(s); Addenda; the drawings, including all changes incorporated herein before their execution; and also any Change Orders and Supplemental Agreements that are required to complete the construction of The Work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument. No oral agreement or orders are to be considered as valid or as a part of the Contract."

Section 101.22 DEPARTMENT

Delete as written and substitute the following:

"THE CITY OF ALPHARETTA DEPARTMENT OF PUBLIC WORKS "

Section 101.24 ENGINEER

Delete as written and substitute the following:

"THE CITY OF ALPHARETTA DIRECTOR OF PUBLIC WORKS, ACTING DIRECTLY OR THROUGH HIS DULY AUTHORIZED REPRESENTATIVES."

Section 101.47 PROJECT

Delete as written and substitute the following:

"The specific section or sections of the plans together with all appurtenances and construction to be performed thereon under the Contract."

Section 101.50 RIGHT OF WAY

Delete as written and substitute the following:

"A general term denoting land, property or interest therein, usually, but required to be, in a strip, acquired for or devoted to the PROJECT and PLANS."

Section 101.62 STATE HIGHWAY ENGINEER

Delete as written and substitute the following:

"THE CITY OF ALPHARETTA DIRECTOR OF PUBLIC WORKS, ACTING DIRECTLY OR THROUGH HIS DULY AUTHORIZED REPRESENTATIVES."

Section 101.74 SUPPLEMENTAL AGREEMENT

Retain as written and add the following:

"Any Supplemental Agreement that has a dollar value amount that is less than \$25,000.00 shall not require the assent of the Surety."

Section 101.80 TREASURER

Delete as written and substitute the following:

"THE CITY OF ALPHARETTA DIRECTOR OF FINANCE, ACTING DIRECTLY OR THROUGH HIS DULY AUTHORIZED REPRESENTATIVES."

Add:

Section 101.83 "CITY: THE CITY OF ALPHARETTA"

Section 101.84 "PROCUREMENT AGENT: A DULY AUTHORIZED REPRESENTATIVE OF THE CITY OF ALPHARETTA DIRECTOR OF FINANCE.

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

Section 102.01 PREQUALIFICATION OF BIDDERS

Delete in its entirety and substitute the following:

"Proposals will be considered only from experienced and well equipped Contractors engaged in work of this type and magnitude.

Bidders may be required to submit evidence setting forth qualifications that entitle him to considerations as a responsible Contractor. A list of work of similar character successfully completed within the last two years may be required giving the location, size and listing equipment available for use on this work. Before accepting any bid, the CITY may require evidence of the Contractor's financial ability to successfully perform the work to be accomplished under the contract.

The CITY may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the work, and the BIDDER shall furnish to the CITY all such information and data for this purpose as the CITY may request. The CITY reserves the right to reject any bid if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the CITY that such BIDDER is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted."

Section 102.03 CONTENTS OF PROPOSAL FORMS

Delete in its entirety and add the following:

"Upon request, the CITY will furnish the prospective BIDDER with a Proposal Form. This form will state the location and description of the contemplated construction and will show the approximate estimate of the various quantities and kinds of work to be performed or materials to be furnished, and will have a Schedule of Items for which Unit Bid prices are invited. The Proposal Form will state the time in which The Work must be completed, the amount of the Proposal Guaranty, and the date of the opening of Proposals. The form will also include any Special Provisions or requirements that vary from or are not contained in the Standard Specifications. All papers that are required to be submitted as part of the Proposal are identified in the Proposal Form, and those papers must not be altered except as directed by Addendum. The Plans, Specifications, and other documents designated in the Proposal Form will be considered a part of the Proposal whether attached or not. The prospective BIDDER will be required to pay the sum stated in the Notice to Contractors for each copy of the Proposal Form and each set of Plans."

Section 102.05 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF THE WORK

Add the following:

"Each BIDDER must inform himself fully of the conditions relating to the construction of the PROJECT and the employment of labor thereon. Failure to do so will not relieve a successful BIDDER of his obligation to furnish all material and labor necessary to carry out the provisions of his Contract. Insofar as possible the CONTRACTOR, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor. Bidders, before making proposals, shall examine the plans and specifications and make such examinations on the ground as are necessary to thoroughly familiarize themselves with the nature and extent of the proposed construction and all local conditions affecting the same, as the CITY will not be responsible for BIDDER's errors or misjudgment, nor for any information on local conditions or general laws or regulations.

No interpretation of the meaning of the plans and specifications or other pre-bid documents will be made to any bidder orally. Bidders with questions, requiring clarification, or interpretation 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 **Tuesday, August 22, 2017, 4:00 PM**. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

The City will provide official written answers to all written questions received on or before Question Deadline noted above. Answers to questions for clarification can be found within the question tab found within the solicitation posting at <https://www.ebidexchange.com/alpharetta>. All questions will be answered either within the question tab for the solicitation or in an officially posted addendum by or before TIME, DATE. Any material changes to the ITB, 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>.

At the time of the opening of bids, each BIDDER will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and Contract Documents (including all addenda). The failure or omission of any BIDDER to examine any form, instruments or documents shall in no way relieve any bidder from any obligation in respect to his bid."

Section 102.06 PREPARATION OF PROPOSAL

Delete in its entirety and substitute the following:

"The Bidder shall submit its Proposal on the form furnished by the Department. The blank spaces on the Proposal shall be filled in correctly for each Pay Item (except alternate items) and the Bidder shall write in ink the Unit Price or a Lump Sum Price as called for in the Proposal for each Pay Item listed therein. In addition, the Bidder shall also show the products of the respective Unit Prices and quantities and the total amount of the Bid by adding the amounts of all Bid Items. In the event of a discrepancy in any of the figures, the Unit Price will govern and the Bid will be recalculated.

In the case of Alternate items, Unit Prices shall be entered for only one alternate.

The Non-Collusion Certificate on the Department's standard form included in the Proposal shall be executed.

If a proposal is made by an individual, his name and post office address must be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership must be shown. If made by a corporation, the person or persons signing the proposal must show the name of the state under which the laws of the corporation are chartered and his or their authority for signing same; the names, titles, and address of their President, Secretary, and Treasurer, and the corporate authority for doing business in Georgia."

Section 102.07 REJECTION OF PROPOSALS

Delete Item J and substitute the following:

"J. The CITY reserves the right to reject any and all bids, to waive formalities and to re-advertise. It is understood that all bids are made subject to this Agreement, that the CITY reserves the right to award the bid to the lowest, responsible Bidder, and in arriving at this decision, full consideration will be given to the reputation of the Bidder, his financial responsibility, and work of this type successfully completed.

K. The CITY also reserves the right to reject any and all bids from any person, firm, or corporation who is in arrears in any debt or obligation to City of Alpharetta, Georgia."

Section 102.08 PROPOSAL GUARANTY

Delete and substitute the following:

"No proposal will be considered unless it is accompanied by a certified check or acceptable Bid Bond in an amount not less than five percent (5%) of the amount bid and made payable to the City of Alpharetta. Such Bid Bond shall be on the forms provided by the CITY.

Each bid must be accompanied by a Bid Bond prepared on the form of Bid Bond attached hereto, duly executed by the BIDDER as CONTRACTOR, and having as surety thereon a surety company approved by the CITY and accepted by the U. S. Department of the

Treasury and listed in Department Circular 570. The surety must be licensed to conduct business in the state of Georgia. The Bid Bond must be in the amount of 5% of the bid. No Proposal Guaranty will be considered to cover any Bid except the one to which it is attached.

Attorneys-in-fact who sign Bid Bonds must file a certified and effectively dated copy of their power of attorney."

Section 102.09 DELIVERY OF PROPOSALS

Delete in its entirety and substitute the following:

"All bids must be on forms in conformity with the proposal form included herein and must be for labor and materials called for in the Specifications, shown on the plans and bulletins issued prior to bidding. Bids must be submitted in a sealed envelope of sufficient size with the following clearly typed or printed on the outside:

Bidder's Name,
ITB #,
ITB Title, and
ITB Response (Bid) Due Date/Time

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

The entire proposal package as designated in the Proposal Form must be submitted with the bid. Failure to do so could result in the omission of pertinent documents and the rejection of the apparent low bid."

Section 102.10 WITHDRAWAL OR REVISION OF PROPOSALS

Delete in its entirety and substitute the following:

"A Bidder requesting to withdraw their Bid prior to the ITB Response Due Date 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.

A Bidder requesting to withdraw after the Bid 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 Bidder must present clear and convincing evidence that an unintentional error was made. The Procurement Officer will review the withdrawal request and a judgment will be made. Generally, Bid withdrawal after Bids are opened for reasons other than obvious clerical errors is not permitted.

If an error is discovered prior to the opening, the Bidder can submit a corrected Bid. The corrected Bid should be clearly marked that it supersedes the Bid originally submitted.

If an obvious clerical error not involving unit pricing is discovered after the Bid has been opened, the Bidder 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 Bidder must present clear and convincing evidence that an unintentional error was made. The Procurement Officer will review the correction request and a judgment will be made. Generally, modifications to opened Bids for reasons other than obvious clerical errors are not permitted. No changes to any unit price will be made after the bids are opened. Errors in the mathematical extension of the quantities and unit prices will be corrected by the City and the revised total bid amounts are then to be used to determine the lowest reliable bidder."

Section 102.11 Public Opening of Proposals

Delete in its entirety and substitute the following:

"Proposals will be opened and read publicly at the time and place stated in the Notice to Contractors. Bidders and their authorized agents are invited to be present."

Section 102.15 Submittal of "Georgia Security and Immigration Compliance Act Affidavit"

Delete in its entirety.

Section 102.16 Submittal of "Request For Eligibility To Bid"

Delete in its entirety.

Section 102.17 Submittal of "Certificate of Current Capacity" and "Status of Contracts on Hand"

Delete in its entirety.

Section 102.18 Submittal of "Construction Contractors Bid Opportunity List"

Delete in its entirety.

SECTION 103 - AWARD AND EXECUTION OF CONTRACT

Section 103.01 CONSIDERATION OF PROPOSALS

Delete the third sentence in its entirety and substitute the following:

"In determining Unit Bid Prices, fractional parts of a cent less than one cent (\$0.01) will not be considered significant and will be dropped."

Section 103.02 AWARD OF CONTRACT

Delete in its entirety and substitute the following:

"The Contract will be awarded, if it is awarded, to the lowest responsible BIDDER. The CITY will determine that BIDDER, and, in so doing, the following elements will be considered: (a) The quality of work by the BIDDER on other similar projects; (b) The general reputation of the BIDDER in the community; (c) The BIDDER'S financial responsibility; and (d) The BIDDER'S previous employment on Public Works projects. The Contract will be awarded on the base bid and any alternates selected by the CITY. The City of Alpharetta reserves the right to exercise exclusive discretion as to the responsibility of any BIDDER.

When notified by and of the Department's recommendation for award of this Contract, the CONTRACTOR shall immediately secure Performance and Payment Bonds as per the Contract, properly execute three original Contract Documents and submit them to the CITY, with proof of insurance in accordance with Sub-Section 103.06, within five (5) calendar days of notification.

The Board shall have the right to hold bids after bid opening for a period of thirty (30) days."

Section 103.04 RETURN OF PROPOSAL GUARANTY

Delete in its entirety and substitute the following:

"All Proposal Guaranties (Bid Bonds) will be returned to all except the three lowest BIDDERS within three days after the opening of the bids, and the remaining Bid Bonds will be returned promptly after the CITY and the accepted BIDDER have executed the Contract, or, if no award has been made within sixty (60) days after the date of the opening of bids, upon demand of the BIDDER at any time thereafter, so long as he has not been notified of the acceptance of this bid.

The CITY reserves the right to return all Proposal Guaranties by registered or certified mail and its responsibility pertaining to them will end when they are mailed."

Section 103.05 REQUIREMENTS OF CONTRACT BONDS

Delete in its entirety and substitute the following:

"Simultaneously with his delivery of the executed Contract, the CONTRACTOR shall furnish a surety bond or bonds, in a sum equal to the full amount of the Contract, as

security for faithful performance of his Contract and for the payment of all persons performing labor on the PROJECT under this Contract, and furnishing material in connection with this Contract. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the CITY and be countersigned by the State of Georgia's representative/agent. The surety issuing the bonds must be accepted by the U.S. Department of the Treasury and listed in Department Circular 570 and approved by the CITY.

Attorneys-in-fact who sign performance and payment bonds must file a certified and effectively dated copy of their power of attorney."

Section 103.06 EXECUTION AND APPROVAL OF CONTRACT

Add the following:

"Execution of the Contract by CONTRACTOR shall not be considered complete unless CONTRACTOR submits proper proof of coverage of Insurance in compliance with the following requirements:

- A. CONTRACTOR's Liability Insurance: CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance or non-performance of the work and CONTRACTOR's other obligations under the Contract Documents, whether such performance is by the CONTRACTOR's own organization, its subcontractors or suppliers, or any individual directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

The Contractor, at all times that this Contract is in force, agrees to provide, as a minimum, insurance coverage in accordance with the attached Insurance requirements. The CITY and its subcontractors and affiliated companies, their officers, directors, employees shall be named on the Certificates of Insurance as additional insured and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability Insurance maintained pursuant to this Contract in connection with liability of the CITY and their officers, directors and employees arising out of Contractor's operations. Copies of the endorsements shall be furnished to the CITY prior to execution of the contract. Such insurance is primary insurance and shall contain a Severability of interest clause as respects each insured.

- 1) Claims under workers' or workmen's compensation, disability benefits and other similar employees benefit acts;
- 2) Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

- 3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;
- 4) Claims for damages insured by personnel injury liability coverage that are sustained a) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or b) by any other person for any other reason;
- 5) Claims for damages, other than to work itself because of injury to or destruction of tangible property, including loss of use resulting therefrom; and,
- 6) Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

The insurance required by this paragraph shall include the specific coverage and be written for not less than the limits of liability and coverage provided in these specifications, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to CITY. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective work. In addition, CONTRACTOR shall maintain such completed operations insurance for at least one year after final payment and furnish CITY with evidence of continuation of such insurance at final payment.

- B. CITY shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR or subcontractors in the work to the extent of any deductible amounts that are provided in the supplemental conditions. If CONTRACTOR wishes property insurance coverage within the limits of such amounts CONTRACTOR may purchase and maintain it at his own expense.
- C. If CITY has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs a, b, c, and d, CITY will notify CONTRACTOR thereof within ten (10) days of the date of the delivery of such certificates to CITY. CONTRACTOR will provide to the CITY such additional information in respect of insurance provided by him as CITY may reasonably request. The right of the CITY to review and comment on Certificates of Insurance is not intended to relieve the CONTRACTOR of his responsibility to provide insurance coverage as specified nor to relieve the CONTRACTOR of his liability for any claims that might arise.

- D. The limits of liability for the insurance required by paragraph A of these General Conditions shall provide coverage for not less than the following amounts or greater where required by law.

For Claims under paragraphs A.1 and A.2, Workmen's Compensation

State	Statutory
Applicable Federal (e.g.) Longshoremen's	Statutory
Employer's Liability	\$1,000,000/person
	\$1,000,000/occurrence

For Claims under A.2 through A.5,

Bodily Injury:

\$1,000,000	Each Person
\$1,000,000	Each Occurrence
\$1,000,000	Annual Aggregate Products and Completed Operations

Property Damage:

\$1,000,000	Each Person
\$1,000,000	Each Occurrence

Property Damage Liability Insurance will provide explosion, collapse, and underground coverage where applicable.

Personal injury with employment exclusion deleted.

\$1,000,000	Annual Aggregate
-------------	------------------

For Claims under A.6, Comprehensive Automobile Liability:

Bodily Injury:

\$1,000,000	Each Person
\$1,000,000	Each Accident

Property Damage:

\$1,000,000	Each Occurrence
-------------	-----------------

The Contractual Liability required by paragraph B shall provide coverage for not less than the following amounts:

Contractual Liability Insurance:

Bodily Injury:

\$1,000,000

Each Occurrence

Property Damage:

\$1,000,000

Each Occurrence

\$1,000,000

Annual Aggregate

E. Scope of Insurance and Special Hazards

The amounts of insurance in subparagraph "D" above are minimum amounts of insurance to be carried. The CONTRACTOR shall carry such additional insurance as may be required to provide adequate protection of the CONTRACTOR and his subcontractors, respectively, against any and all damage claims which may arise from operations under this Contract, whether such operations may be by the insured or by anyone directly or indirectly employed by him and, also, against any of the special hazards which may be encountered in the performance of this Contract.

The CONTRACTOR's and his subcontractors' Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards: excavation, shoring, underpinning, blasting and explosion to the extent to which such risks are present."

Section 103.07 FAILURE TO EXECUTE CONTRACT

Delete in its entirety and substitute the following:

"Failure or refusal to execute and deliver the Contract, Contract Performance and Payment Bond, or furnish satisfactory proof of carriage of the insurance required within ten (10) days after the date of notice of the Department's recommendation for award shall be just cause for the annulment of the award and for the forfeiture of the Proposal Guaranty to the CITY, not as a penalty, but as liquidation of damages sustained for such failure or refusal. At the discretion of the CITY, the award may then be made to the next lowest responsible Bidder, or the Work may be re advertised or constructed by City forces.

If the CITY re-advertises the PROJECT, the CITY may, at its discretion, not allow the Bidder who refused or failed to execute a contract, or who requested to withdraw any bid, to perform work on that contract or project as a contractor, subcontractor or in any other capacity for any function of construction. The Contract and Contract bonds shall be executed in two original counterparts."

SECTION 105 - CONTROL OF WORK

Section 105.02 PLANS AND WORKING DRAWINGS

Add the following paragraphs:

"If, in the process of the Contract, discrepancies arise, the CONTRACTOR will be furnished additional instructions and detail drawings as necessary to carry out the work included in the Contract. The additional drawings and instructions thus supplied to the CONTRACTOR will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof.

The CONTRACTOR shall submit promptly to the Engineer six (6) copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Engineer and the return thereof, the CONTRACTOR shall make such corrections to the drawings as have been indicated and shall furnish the Engineer with two (2) corrected copies. If requested by the Engineer, the CONTRACTOR must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Engineer, the CONTRACTOR shall nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications at the time he furnishes such drawings."

Section 105.09A AUTHORITY AND DUTIES OF CONSULTANT ENGINEER (if applicable)

Where applicable, the CONTRACTOR acknowledges the limited role of the Consultant Engineer in monitoring the work and recognizes their lack of authority to direct or control the activities of the CONTRACTOR in performing the work required by the Contract. CONTRACTOR agrees to make no claim against the Consultant Engineer for monetary losses under this Contract including without limitation, any based on changes or extras, increased compensation, delay, losses, acceleration, termination, rework or other such claims including, without limitation, third party actions arising out of claims by the CITY or others.

Section 105.14 MAINTENANCE DURING CONSTRUCTION

Retain in its entirety, but insert the following after the first paragraph:

"At all times, the CONTRACTOR shall perform work as may be required to protect the entire site from damage, both existing conditions and performed work. Furthermore, the CONTRACTOR shall be responsible for all damages to all persons and property due to the non-maintenance of the PROJECT."

SECTION 106 - CONTROL OF MATERIALS

Section 106.03A6 SAMPLES, TESTS, CITED SPECIFICATIONS

Add the following paragraph:

"CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required by the Standard Specifications or the Owner's acceptance of materials or equipment to be incorporated into the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to the CITY and shall comply with the GDOT sampling, testing and inspection manual."

SECTION 107 - LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

Section 107.02 PERMITS AND LICENSES

Add the following paragraphs:

"The CONTRACTOR shall provide the CITY, on the proper form, proof of being licensed to do business within The City of Alpharetta; proof of proper business licenses shall also be provided by the prime CONTRACTOR for any and all subcontractors coming under the jurisdiction of this Contract. (See Subcontractors' Notification List.)

Before any work proceeds along areas adjacent to a State Highway, the CONTRACTOR shall assure that a permit showing that the PROJECT is approved by the Georgia Department of Transportation is posted. Before any work proceeds the CONTRACTOR shall assure that all applicable City of Alpharetta permits are posted. The CONTRACTOR shall notify both the Engineer and the local Georgia Department of Transportation's representative 48 hours before moving into a new area to begin construction."

Section 107.07 PUBLIC CONVENIENCE AND SAFETY

Retain as written and add the following:

"The CONTRACTOR shall distribute a notice to each residence or business within the limits or immediately adjacent to the PROJECT. This notice will be provided by the CONTRACTOR, approved by the CITY and it will be the responsibility of the CONTRACTOR to deliver the notices prior to beginning construction.

The notices will be used to inform the affected parties of the activities that will be occurring and will identify the CONTRACTOR.

The notice will be in the form of "door hangers" and are not to be placed in the mail boxes. The CONTRACTOR will notify the Director of Public Works in writing upon completion of this work and the letter will become a permanent part of the PROJECT records."

Section 107.13 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

Retain subparagraph C. and add the following paragraph:

"All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions."

Delete subparagraph F in its entirety and substitute the following:

"The CONTRACTOR shall have the responsibility for removing and relocating all mailboxes to an area outside of the construction limits but still accessible for mail deliveries and convenient to the mail carrier and the patron during the entire time of construction. It may be necessary for the CONTRACTOR to confer with the Post Office serving the area.

As soon as construction has progressed to the stage that the mailbox may be erected in its permanent position, the CONTRACTOR shall coordinate the erection with the patron and the Post Office serving the area. Any damages to the posts or mailboxes due to the removal and/or relocations by the CONTRACTOR will remain the responsibility of the CONTRACTOR, all damaged posts and/or mailboxes shall be replaced and installed by the CONTRACTOR at his expense, excluding mailbox enclosures of masonry construction.

Any cost or costs to the CONTRACTOR for removing, relocating or installations of mailboxes as stated above shall be included in the overall bid price."

Section 107.15 RESPONSIBILITY FOR DAMAGE CLAIMS

Add the following paragraph:

"CONTRACTOR shall indemnify and hold harmless the CITY and their agents, employees, successors, and assigns from and against all loss, cost, damage, claim, suit, and judgment, including attorney's fees, arising out of or resulting from the performance or non-performance of the work. CONTRACTOR's duty to indemnify applies in connection with, but is not limited to, injury to or death of any person or persons, loss of or damage to property caused by or in any way connected with CONTRACTOR's performance or non-performance of the work, whether such injury, death, loss, or damage results from any cause whatsoever. The CONTRACTOR's duty to indemnify shall extend to all claims, damage, loss, or expense caused in whole or in part by any act or omission of the CONTRACTOR, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The duty of the CONTRACTOR to indemnify, contained herein, shall not extend to any claim, damage, loss, or expense which results solely from the negligence of a party indemnified hereunder."

Section 107.17 CONTRACTOR'S RESPONSIBILITY FOR THE WORK

Retain in its entirety and add the following:

"In case of an emergency which threatens loss or injury of property and/or safety of life, the CONTRACTOR will be allowed to act, without previous instruction from the Engineer, in a diligent manner. He shall notify the Engineer immediately thereafter. Any claim for compensation by the CONTRACTOR due to such extra work shall be promptly submitted to the Engineer for approval.

Where the CONTRACTOR has not taken action but has notified the Engineer of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Engineer."

Section 107.18 ACQUISITION OF RIGHT OF WAY

Delete in its entirety and substitute the following:

"The CITY shall furnish all land and right-of-way necessary for the carrying out of this Contract and the completion of the Work herein contemplated and will use due diligence in acquiring said land and rights-of-way as speedily as possible. But it is possible that all lands and rights-of-way as herein contemplated may not be completely secured before construction begins, in which event the CONTRACTOR shall begin his Work upon such land and rights-of-way as the CITY may have previously acquired, and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining land and rights-of-way. Should the CITY be prevented or enjoined from proceeding with the Work, or from authorizing its prosecution, either before or after the commencement, by reason of any litigation, or by reason of its inability to procure any lands or rights-of-way for the said Work, the CONTRACTOR shall not be entitled to make or assert claim for damage by reason of said delay, or, to withdraw from the Contract except by consent of the CITY, but time for completion of the Work will be extended to such time as the CITY determines will compensate for the time lost by such delay, such determination to be set forth in writing."

Section 107.20 NO WAIVER OF LEGAL RIGHTS

Retain in its entirety and add the following:

"The CONTRACTOR shall guarantee the work accomplished under this Contract for a period of twelve (12) months from the date of final acceptance. The CONTRACTOR shall remedy, at his own expense, and without additional cost to the CITY, all defects arising from either workmanship or materials, as determined by the Engineer. The guarantee shall not cover any accidental or deliberate damage to the work, or any defects occurring due to normal wear and tear during the twelve (12) months.

All equipment of whatever nature incorporated in the work covered by this Contract shall carry the same guarantee as outlined above for construction. Failure of any equipment

or part thereof within the specified time shall be corrected to the satisfaction of the CITY, at the CONTRACTOR's expense. This guarantee does not apply to manufacturing defects of equipment furnished by the CITY.

The Performance Bond shall remain in full force and effect through the guarantee period."

SECTION 109 - MEASUREMENT AND PAYMENT

Section 109.07 PARTIAL PAYMENTS

Delete in its entirety and substitute the following:

"A. GENERAL

At the end of each calendar month, the CONTRACTOR will invoice for the value of Work complete and in place for that month, subject to verification and approval by the Engineer. Invoice value will be computed on the basis of Contract Item Unit Prices or on percentage of completion of Lump Sum Items.

Invoices for payment shall be submitted by the fifth (5th) calendar day of each month to facilitate processing for payment in that same month. Invoices received after the fifth (5th) calendar day of the month may not be paid until the end of the following month.

Certain deductions from the amount due on Partial Payment estimates will be retained by the Department until final payment is made after full compliance with Sub-Section 109.08. The amounts to be deducted and retained shall conform to the conditions and provisions of Sub-Section 109.07.B.6 and Sub-Section 109.07.G.

B. MATERIALS ALLOWANCE

Payments will be made on delivered costs, or percentage of bid prices if otherwise noted, with copies of paid invoices provided to the Department for the materials listed below which are to be incorporated into the Project provided the materials:

- Conform to all specification requirements.
- Are stored on the Project right of way or, upon written request by the Contractor and written approval of the Engineer, they may be stored off the right of way, but local to the Project, provided such storage is necessary due to lack of storage area on the right of way, need for security, or need for protection from weather.

As a further exception to on-Project storage, upon written request by the Contractor, the Engineer may approve off-the-Project storage items uniquely

fabricated or precast for a specific Project, such as structural steel and precast concrete, which will be properly marked with the Project number and stored at the fabrication or precast facility.

The Engineer may approve out-of-state storage for structural steel and prestressed concrete beams uniquely fabricated for a specific Project stored at the fabrication facility.

1. Paid invoices should accompany the materials allowance request, but in no case submitted to the Project Engineer later than thirty (30) calendar days following the date of the progress payment report on which the materials allowance was paid.

In case such paid invoice(s) are not furnished within the established time, the materials allowance payment will be removed from the next progress statement and no further materials allowance will be made for that item on the Project.

2. Materials allowances will be paid for those items which are not readily available, and which can be easily identified and secured for a specific project and for which lengthy stockpiling periods would not be detrimental. Some exclusions are as follows:
 - a. No payments will be made on living or perishable plant materials until planted.
 - b. No payments will be made on Portland Cement, Liquid Asphalt or Grassing Materials.
 - c. No payment will be made for aggregate stockpiled in a quarry. Payment for stockpiled aggregate will be made only if the aggregate is stockpiled on or in the immediate vicinity of the project and is held for the exclusive use on that project. The aggregate must be properly secured. If the aggregate stockpiled is to be paid for per-ton it must be reweighed on approved scales at the time it is incorporated into the Project.
 - d. No payments will be made on minor material items, hardware, etc.
3. No materials allowance will be made for materials when it is anticipated that those materials will be incorporated into the Work within thirty (30) calendar days.
4. No materials allowance will be made for material when the requested allowance for such material is less than \$10,000.
5. Where a storage area is used for more than one project, material for each project shall be segregated from material for other projects, identified, and

secured. Adequate access for auditing shall be provided. All units shall be stored in a manner so that they are clearly visible for counting and/or inspection of the individual units.

6. The Commissioner may, at his discretion, grant waiver to the requirements of this Section when, in his opinion, such waiver would be in the public interest.

Subsequently, in the event the material is not on-hand and in the quantities for which the materials allowance was granted, the materials allowance payment will be removed from the next progress statement and no further materials allowance will be made for those items on that Project. If sufficient earnings are not available on the next progress statement, the Contractor agrees to allow the Department to recover the monies from any other Contract he may have with the Department, or to otherwise reimburse the Department.

Payments for materials on hand shall not exceed the invoice price or seventy-five percent (75%) of the bid prices for the pay items into which the materials are to be incorporated, whichever is less.

C. MINIMUM PAYMENT

No partial payment will be made unless the amount of payment is at least \$1000.00

D. LIQUIDATED DAMAGES

Accrued liquidated damages will be deducted in accordance with Subsection 108.08.

E. OTHER DEDUCTIONS

In addition to the deductions provided for above, the Department has the right to withhold any payments due the Contractor for items unpaid by the Contractor for which the Department is directly responsible, including, but not limited to, royalties (see Section 106.)

F. AMOUNT OF PAYMENT

The balance remaining after all deductions provided for herein have been made will be paid to the Contractor. Partial estimates are approximate and are subject to correction on subsequent progress statements. If sufficient earnings are not available on the subsequent progress statement, the Contractor agrees to allow the Department to recover the monies from any other Contract he may have with the Department, or to otherwise reimburse the Department. The Engineer is responsible for computing the amounts of all deductions herein specified, for determining the progress of the Work and for the items and amounts due to the

Contractor during the progress of the Work and for the final statement when all Work has been completed.

CONTRACTOR shall submit with application for payments a minimum of two print photographs showing diversified overall views of the work in progress. Efforts should be made to take photographs from the same or similar positions each month in order to demonstrate progress being made for the entire limits of the Work. Photographs shall be submitted enclosed back to back in double face plastic sleeves punched to fit standard three-ring binders. On the back of each print show project name and number, location, and date taken. These prints will be used to show progress to the **CITY**. No separate payment shall be made for this item and all costs will be included in other items. Payments may not be made until photographs have been received by the **CITY**.

G. INTEREST

Under no circumstances will any interest accrue or be payable on any sums withheld or deducted by the Department as authorized by Subsection 109.07.A, Subsection 109.07.B.6, Subsection 109.07.C, Subsection 109.07.D, Subsection 109.07.E, and Subsection 109.07.F.

Section 109.08 FINAL PAYMENT

Delete in its entirety and substitute the following:

"Upon completion by the **CONTRACTOR** of The Work, including the receipt of any final written submission of the **CONTRACTOR** and the approval thereof by the Department, the **CITY** will pay the **CONTRACTOR** a sum equal to 100 percent (100%) of the compensation set forth herein, less the total of all previous partial payments, paid or in the process of payment.

The **CONTRACTOR** agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the **CITY** for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the **CITY** from any and all further claims of whatever nature, whether known or unknown for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with same.

No payment shall be made until the **CONTRACTOR** furnishes to the **CITY** a sworn affidavit to the effect that all bills are paid and no suits and/or liens are pending in connection with the work done or labor and materials furnished under this Contract. The Engineer will make final payment within sixty (60) days after approval.

The **CONTRACTOR** will be required to maintain all work done by him in a first-class condition for sixty (60) days after the same has been completed as a whole, and the Engineer has notified the **CONTRACTOR** in writing that the work has been finished to

his satisfaction. The retained percentage will not be due or payable to the **CONTRACTOR** until the 60-day maintenance period has ended."

APPENDIX F: SCOPE OF WORK BY LOCATION

Location	Road	Full Width Milling		Inlay Asphalt	
		Depth	Est. Qty. (SY)	Depth & Material	Est. Qty (TN)
1	Rainwater Drive	1.5"	8,650	1.5" 12.5 MM Superpave	755
2	Westside Way	1.5"	2,745	1.5" 12.5 MM Superpave	240
3	Maxwell Road	1.5"	3,734	1.5" 12.5 MM Superpave	326
4	Maxwell Road	1.5"	10,134	1.5" 12.5 MM Superpave Polymer Modified	884
5	Kingswood Place	1.5"	1,112	1.5" 12.5 MM Superpave	130
6	Warsaw Road	1.5"	4,800	1.5" 12.5 MM Superpave	419
7	Roswell Street	1.5"	7,790	1.5" 12.5 MM Superpave	671
8	Duke Drive	1.5"	7,334	1.5" 12.5 MM Superpave	640
9	Georgia Lane	1.5"	2,567	1.5" 12.5 MM Superpave	224
10	Royal Blvd South	1.5"	6,160	1.5" 12.5 MM Superpave	538
11	North Point Drive	1.5"	12,000	1.5" 12.5 MM Superpave	1,047
12	Royal Drive	1.5"	6,067	1.5" 12.5 MM Superpave	530
13	Westside Pkwy	2"	51,000	2" 12.5 MM Superpave Polymer Modified	5,931
14	North Fulton Ind. Blvd	2.5"	6670	2" 12.5 MM Superpave Polymer Modified	582
15	Oakland Lane	1.25"	667	1.25" 9.5 MM Superpave	83
16	Owens Oak Circle	1.25"	734	1.25" 9.5 MM Superpave	54
17	Tivdale Court	1.25"	1,589	1.25" 9.5 MM Superpave	116
18	Arkwith Way	1.25"	1,579	1.25" 9.5 MM Superpave	115

19	Canter Lane	1.25"	1,181	1.25" 9.5 MM Superpave	86
20	Teasley Place	1.25"	4,712	1.25" 9.5 MM Superpave	343
21	Wednesbury Road	1.25"	3,192	1.25" 9.5 MM Superpave	232
22	Hidden Meadow Drive	1.25"	1,824	1.25" 9.5 MM Superpave	94
23	Crofters Pass	1.25"	1,834	1.25" 9.5 MM Superpave	134
24	Park Creek Way	1.25"	4,579	1.25" 9.5 MM Superpave	333
25	Cannonero Drive	1.25"	4,579	1.25" 9.5 MM Superpave	333
26	Gate Dancer Way	1.25"	990	1.25" 12.5 MM Superpave	72
27	Risen Star Lane	1.25"	1,915	1.25" 9.5 MM Superpave	140
28	Snow Chief Court	1.25"	1,359	1.25" 9.5 MM Superpave	99
29	Red Oak Lane	1.25"	4,478	1.25" 9.5 MM Superpave	326
30	Oak Terrace	1.25"	2,446	1.25" 9.5 MM Superpave	178
31	Marietta Street	1.25"	4,000	1.25" 9.5 MM Superpave	291
32	Mayapple Court	1.25"	1,268	1.25" 9.5 MM Superpave	93
33	Pearson Court	1.25"	1,612	1.25" 9.5 MM Superpave	118
34	Sherman Oaks Way	1.25"	2,359	1.25" 9.5 MM Superpave	172
35	Westchester Way	1.25"	7,500	1.25" 9.5 MM Superpave	546
36	Greenmont Circle	1.25"	7,500	1.25" 9.5 MM Superpave	546
37	Southerby Lane	1.25"	1,692	1.25" 9.5 MM Superpave	123

38	Admiral Crossing	1.25"	5,400	1.25" 9.5 MM Superpave	400
39	Brook Hill Crossing Lane	1.25"	4,200	1.25" 9.5 MM Superpave	350
40	Brook Hill Crossing Court	1.25"	1,200	1.25" 9.5 MM Superpave	100
41	Sydney Walk	1.25"	2,400	1.25" 9.5 MM Superpave	232
42	Birch Hollow Drive	1.25"	4,700	1.25" 9.5 MM Superpave	375
43	Chantily Drive	3"	7,460	1.25" 9.5 MM Superpave	550
44	Crabapple Trace	2.5"	4,450	1.25" 9.5 MM Superpave	350
45	Bethany Court	1.5"	1,750	1.25" 12.5 MM Superpave	140
46	Sherry Drive	2.5"	7,660	1.25" 9.5 MM Superpave	560
47	Woodfield Lane	2.5"	2,600	1.25" 9.5 MM Superpave	200
48	Meyers Drive	3.5"	2,600	1.25" 9.5 MM Superpave	200
49	Tracy Court	2.5"	1,760	1.25" 9.5 MM Superpave	130
50	Wendy Hill Drive	2.5"	4,500	1.25" 9.5 MM Superpave	330

**CITY OF ALPHARETTA
ADDENDUM 2**



Finance Department
2 Park Plaza
Alpharetta, GA 30009
P: (678) 297-6052
F: (678) 297-6093
purchasing@alpharetta.ga.us

ADDENDUM POSTING DATE:	FRIDAY, AUGUST 25, 2017
ITB TITLE:	FY 2018 MILLING AND RESURFACING
ITB #:	18-001
ITB RESPONSE DUE DATE/TIME:	THURSDAY, AUGUST 31, 2017 AT 10:00 AM
ITB ISSUE DATE:	THURSDAY, AUGUST 3, 2017
NUMBER OF PAGES:	6

TO ALL BIDDERS:

1. The attached information is made part of the ITB noted above and part of any contract that may be awarded as a result of response to this ITB.
2. The purpose of this addendum is to provide additional and/or revised information or documents.
3. In the event of a conflict between previously released information and the information contained herein, the information contained herein shall prevail.
4. A signature on this page acknowledges receipt of this addendum.
5. This signed addendum acknowledgment must be included with Bid response.
6. A signature on this addendum does not constitute your signature on the original Bid document.
7. See Addendum information beginning on the next page.

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

The invitation to bid documents are hereby modified in the following respects:

1. The City has received several questions regarding the bid. Below is a summary of each question and the City's response:

Question #1: Gate Dancer Way and Bethany Ct. are both set up to receive 12.5 mm mix, but both roads are in subdivisions and have cul de sacs. Should this mix actually be the 9.5mm mix set up for subdivisions? Please clarify if the 12.5mm is correct or should it be changed to 9.5mm mix.

Answer #1: The information provided in Appendix F for these two streets was in error. 9.5MM Superpave shall be used for both Gate Dancer Way and Bethany Court. Appendix F has been revised accordingly and is included in this addendum. The quantities provided in the schedule of items issued with Addendum #1 remain unchanged.

Question #2: Will the contractor be required to post mount the Advanced Warning Signs or can these signs be placed on temporary tripods?

Answer #2: The use of temporary tripods is acceptable.

Question #3: Will the contractor be required to mill and pave into the side roads on all of the roads or only on roads 1 – 14?

Answer #3: The contractor is not required to mill and pave into any side roads. This applies to all locations.

Question #4: How long will the contractor have to cover up the milled surfaces? In the past the majors roads (1-14) were covered the same day and the subdivision roads had a 48 hour cover up.

Answer #4: Location 13 (Westside Parkway) must be covered on the same day it is milled. Locations 1, 2, 5, 6, 7, 8, 9, 10, 11, 12, and 14 must be covered within 24 hours. Locations 3 and 4 must be covered within 24 hours of completing any necessary deep mill/patching. The remainder of locations must be covered within 48 hours.

Question #5: Several of the roads do not have curb and gutter. Will the contractor be required to build shoulders, grass, install Low/Soft Shoulder signs and or place barrels on these roads?

Answer #5: No.

Question #6: In the proposal it states that the contractor should only place temporary tape on the final surface, but how about the milled surfaces? Should the contractor plan on temporary striping the milled surfaces the same day they are milled in paint?

Answer #6: The contractor is not required to provide any temporary markings on milled surfaces.

END ADDENDUM

APPENDIX F: SCOPE OF WORK BY LOCATION

Location	Road	Full Width Milling		Inlay Asphalt	
		Depth	Est. Qty. (SY)	Depth & Material	Est. Qty (TN)
1	Rainwater Drive	1.5"	8,650	1.5" 12.5 MM Superpave	755
2	Westside Way	1.5"	2,745	1.5" 12.5 MM Superpave	240
3	Maxwell Road	1.5"	3,734	1.5" 12.5 MM Superpave	326
4	Maxwell Road	1.5"	10,134	1.5" 12.5 MM Superpave Polymer Modified	884
5	Kingswood Place	1.5"	1,112	1.5" 12.5 MM Superpave	130
6	Warsaw Road	1.5"	4,800	1.5" 12.5 MM Superpave	419
7	Roswell Street	1.5"	7,790	1.5" 12.5 MM Superpave	671
8	Duke Drive	1.5"	7,334	1.5" 12.5 MM Superpave	640
9	Georgia Lane	1.5"	2,567	1.5" 12.5 MM Superpave	224
10	Royal Blvd South	1.5"	6,160	1.5" 12.5 MM Superpave	538
11	North Point Drive	1.5"	12,000	1.5" 12.5 MM Superpave	1,047
12	Royal Drive	1.5"	6,067	1.5" 12.5 MM Superpave	530
13	Westside Pkwy	2"	51,000	2" 12.5 MM Superpave Polymer Modified	5,931
14	North Fulton Ind. Blvd	2.5"	6670	2" 12.5 MM Superpave Polymer Modified	582
15	Oakland Lane	1.25"	667	1.25" 9.5 MM Superpave	83
16	Owens Oak Circle	1.25"	734	1.25" 9.5 MM Superpave	54
17	Tivdale Court	1.25"	1,589	1.25" 9.5 MM Superpave	116
18	Arkwith Way	1.25"	1,579	1.25" 9.5 MM Superpave	115

19	Canter Lane	1.25"	1,181	1.25" 9.5 MM Superpave	86
20	Teasley Place	1.25"	4,712	1.25" 9.5 MM Superpave	343
21	Wednesbury Road	1.25"	3,192	1.25" 9.5 MM Superpave	232
22	Hidden Meadow Drive	1.25"	1,824	1.25" 9.5 MM Superpave	94
23	Crofters Pass	1.25"	1,834	1.25" 9.5 MM Superpave	134
24	Park Creek Way	1.25"	4,579	1.25" 9.5 MM Superpave	333
25	Cannonero Drive	1.25"	4,579	1.25" 9.5 MM Superpave	333
26	Gate Dancer Way	1.25"	990	1.25" 9.5 MM Superpave	72
27	Risen Star Lane	1.25"	1,915	1.25" 9.5 MM Superpave	140
28	Snow Chief Court	1.25"	1,359	1.25" 9.5 MM Superpave	99
29	Red Oak Lane	1.25"	4,478	1.25" 9.5 MM Superpave	326
30	Oak Terrace	1.25"	2,446	1.25" 9.5 MM Superpave	178
31	Marietta Street	1.25"	4,000	1.25" 9.5 MM Superpave	291
32	Mayapple Court	1.25"	1,268	1.25" 9.5 MM Superpave	93
33	Pearson Court	1.25"	1,612	1.25" 9.5 MM Superpave	118
34	Sherman Oaks Way	1.25"	2,359	1.25" 9.5 MM Superpave	172
35	Westchester Way	1.25"	7,500	1.25" 9.5 MM Superpave	546
36	Greenmont Circle	1.25"	7,500	1.25" 9.5 MM Superpave	546
37	Southerby Lane	1.25"	1,692	1.25" 9.5 MM Superpave	123

38	Admiral Crossing	1.25"	5,400	1.25" 9.5 MM Superpave	400
39	Brook Hill Crossing Lane	1.25"	4,200	1.25" 9.5 MM Superpave	350
40	Brook Hill Crossing Court	1.25"	1,200	1.25" 9.5 MM Superpave	100
41	Sydney Walk	1.25"	2,400	1.25" 9.5 MM Superpave	232
42	Birch Hollow Drive	1.25"	4,700	1.25" 9.5 MM Superpave	375
43	Chantily Drive	3"	7,460	1.25" 9.5 MM Superpave	550
44	Crabapple Trace	2.5"	4,450	1.25" 9.5 MM Superpave	350
45	Bethany Court	1.5"	1,750	1.25" 9.5 MM Superpave	140
46	Sherry Drive	2.5"	7,660	1.25" 9.5 MM Superpave	560
47	Woodfield Lane	2.5"	2,600	1.25" 9.5 MM Superpave	200
48	Meyers Drive	3.5"	2,600	1.25" 9.5 MM Superpave	200
49	Tracy Court	2.5"	1,760	1.25" 9.5 MM Superpave	130
50	Wendy Hill Drive	2.5"	4,500	1.25" 9.5 MM Superpave	330



City Council Meeting and Public Hearing STAFF REPORT

Submitting Department: Public Works

Submitted By: Geoffrey Sarra

Meeting Date: October 23, 2017

I. AGENDA ITEM TITLE: FISCAL YEAR 2018 LOCAL MAINTENANCE AND IMPROVEMENT GRANT

II. RECOMMENDATION:

Adopt the attached resolution providing approval of the submission of the Fiscal Year 2018 Local Maintenance and Improvement Grant application to the Georgia Department of Transportation.

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: THE CITY OF ALPHARETTA WAS ALLOCATED \$591,569.89 THROUGH THE FISCAL YEAR 2018 LOCAL MAINTENANCE AND IMPROVEMENT GRANT (LMIG) PROGRAM. THERE IS A MATCH REQUIREMENT OF 30% FOR THIS GRANT. THE CITY MUST ADD \$177,470.97 OF FUNDING TOWARDS THE PROJECT, FOR A TOTAL OF \$769,040.86. THIS MATCH IS CURRENTLY BUDGETED IN THE PUBLIC WORKS CAPITAL BUDGET UNDER THE CATEGORY OF MILLING AND RESURFACING.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
LMIG Grant - Milling and Resurfacing (34041100-541410-C1219)	\$591,569.89
LMIG Grant Match (30141100-541410-C1219)	\$177,470.97

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
LMIG Grant - Milling and Resurfacing (34041100-334310-C1219)	\$591,569.89
-	\$0.00

IV. REPORT IN BRIEF:

The Georgia Department of Transportation (GDOT) began accepting applications for the Fiscal Year 2018 Local Maintenance and Improvement Grant (LMIG) Program on July 1, 2017.

Per GDOT guidelines, the following projects are allowable under the LMIG program:

- Preliminary engineering (including engineering for right-of-way plans and utility plans)
- Construction supervision and inspection
- Utility adjustments or replacement
- Patching, leveling, and resurfacing a paved roadway
- Grading, drainage, base, and paving existing or new roads
- Replacing storm drain pipe or culverts
- Intersection improvements
- Turn lanes
- Bridge repair or replacement
- Sidewalk adjacent (within right-of-way) to a public road or street

- Roadway signs, striping, and guardrail installation
- Signal installation or improvement
- Aggregate surface course for dirt road maintenance

The following projects are not eligible with LMIG funds:

- Right-of-way acquisition
- Street lighting
- Beautification and streetscapes
- Walking trails and tracks
- Landscaping
- Administrative services

The LMIG budget for FY 2018 is based on the collection of motor fuel taxes from FY 2017. The amount of each local government's allocation is based on the total centerline road miles for your local road system and the total population of your city/county as compared with the total statewide centerline road miles and total statewide population.

LMIG funds can be escrowed by the local government for a maximum of three fiscal years for the construction of larger projects, but GDOT expects the vast majority of the projects to be completed within the fiscal year of the grant.

All LMIG projects must be completed as soon as possible, but substantially complete within three years from the date of the LMIG application. All preconstruction activities, advertisements, lettings, and quality control of work and materials will be the responsibility of the local government.

The Public Works Department proposes to use the FY18 LMIG allocation and match to fund the following milling and resurfacing projects:

- Oakland Lane - Hunters Oak to Cul-De-Sac
- Owens Oak Circle - Sherman Oaks Way to Cul-De-Sac
- Tivdale Court - Hebden Bridge Lane to Cul-De-Sac
- Arkwith Way - Sandridge Court to Cul-De-Sac
- Canter Lane - Hunters Oak to Cul-De-Sac
- Teasley Place - Kimball Bridge Road to End
- Wednesbury Road - Barnesley Lane to Cul-De-Sac
- Hidden Meadow Dr - North Farm Drive to Cul-De-Sac
- Crofters Pass - Barnesley Lane to Cul-De-Sac
- Park Creek Way - Park Brooke Drive to Cul-De-Sac
- Cannonero Drive - Douglas Road to Cul-De-Sac
- Gate Dancer Way - Cannonero Drive to Cul-De-Sac
- Risen Star Lane - Cannonero Drive to Cul-De-Sac
- Snow Chief Court - Cannonero Drive to Cul-De-Sac
- Red Oak Lane - Academy Street to Cul-De-Sac
- Oak Terrance - Red Oak Lane to Cul-De-Sac
- Marietta Street - Roswell Street to Old Milton Pkwy
- Mayapple Court - Mayapple Drive to Cul-De-Sac
- Pearson Court - Lillian Drive to Cul-De-Sac
- Sherman Oaks Way - Crabapple Meadow Way to Cul-De-Sac
- Westchester Way - Southlake Drive to End
- Greenmont Circle - Greenmont Walk to Greenmont Walk
- Southerby Lane - Rucker to End
- Admiral Crossing - Windward Pkwy to Cul-De-Sac
- Brookhill Crossing Lane - Crabapple Chase Drive to Cul-De-Sac
- Brookhill Crossing Court - Brookhille Crossing Lane to Cul-De-Sac
- Sydney Walk - Brisbane Drive to Cul-De-Sac

- Birch Hollow Drive - Harris Road to Cul-De-Sac
- Chantily Drive - Bethany Road to Mayfield Road
- Crabapple Trace - Chantily Drive to Chantily Drive
- Bethany Court - Chantily Drive to Cul-De-Sac
- Sherry Drive - Mayfield Road to End
- Woodfield Lane - Sherry drive to End
- Meyers Drive - Sherry Drive to Wendy Hill Drive
- Tracy Court - Meyers Drive to Cul-De-Sac
- Wendy Hill Drive - End to Cul-De-Sac

Note: This application is due on January 1, 2018

V. ALTERNATIVES:

None

VI. ATTACHMENTS:

FY 2018 LMIG Resolution



A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY COUNCIL TO SUBMIT A FY18 LOCAL MAINTENANCE AND IMPROVEMENT GRANT APPLICATION TO THE GEORGIA DEPARTMENT OF TRANSPORTATION

WHEREAS, the Georgia Department of Transportation made available funding under the Fiscal Year 2018 Local Maintenance and Improvement Grant Program; and

WHEREAS, such funding may be used to fund transportation improvement projects such as adding turn lanes, milling and resurfacing, or repairing bridges; and

WHEREAS, the Georgia Department of Transportation has allocated the City of Alpharetta \$591,569.89 for Fiscal Year 2018 through the program's funding allocation formula; and

WHEREAS, the City of Alpharetta must include an additional 30% match for the project; and

WHEREAS, the City of Alpharetta desires to use this funding to complete milling and resurfacing along nineteen roads in the City; and

WHEREAS, evidence authorizing the acceptance of said application must be provided.

NOW, THEREFORE BE IT SO RESOLVED, this 23rd day of October, 2017, by the Mayor and Council of the City of Alpharetta that the submission of the Fiscal Year 2018 Local Maintenance and Improvement Grant application is hereby approved; and the Mayor is hereby authorized to execute the necessary award package with directives under the Local Maintenance and Improvement Grant Program.

Adopted this _____ day of _____ 2017.

CITY OF Alpharetta, GEORGIA

By: _____
Mayor

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Attest: _____
City Clerk



City Council Meeting and Public Hearing STAFF REPORT

Submitting Department: Public Safety
Submitted By: Will Merrill
Meeting Date: October 23, 2017

I. AGENDA ITEM TITLE: MODIFICATION AND RENEWAL: NORTH FULTON SWAT MOU

II. RECOMMENDATION:

Approve the modifications and renewal of the Memorandum of Understanding for the North Fulton SWAT team between the Cities of Alpharetta, Roswell and Milton.

III. REPORT IN BRIEF:

The Police Departments of the cities of Alpharetta, Roswell and Milton have enjoyed a very close working relationship over the past years. This is exemplified in the multi-agency SWAT and Negotiations teams operated jointly by these departments. The Memorandum of Understanding for the North Fulton SWAT is due for renewal and this year with the following major changes:

1. Removal of a timeline for renewal (no renewals needed in the new MOU).
2. A "pay-in" percentage for equipment, vehicles, etc.
3. Changes in the Cancellation terms and including a reimbursement and "buy-out" option.

This MOU has been reviewed and approved by the City Attorney.

IV. ALTERNATIVES:

V. ATTACHMENTS:

2017 North Fulton SWAT MOU

**ALPHARETTA POLICE DEPARTMENT, MILTON POLICE
DEPARTMENT AND
ROSWELL POLICE DEPARTMENT
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is entered into by and between the City of Alpharetta Police Department, City of Milton Police Department and the City of Roswell Police Department (the "Participating Agencies") to receive and extend assistance in the form of the Unified SWAT and Crisis Negotiation Team (the "North Fulton SWAT Team"), with related services and resources to one another when assistance is requested. The North Fulton SWAT Team will consist of members from the three Participating Agencies.

SECTION I

AUTHORITY

This MOU is effective as of the date of signature by the Chief Law Enforcement Officer of each Participating Agency and applies to all activities engaged in by the Participating Agency and shall continue in full force and effect until cancelled by one of the Participating Agencies in accordance with Section IX of this MOU. The designated representative identified below represents that he is authorized by his jurisdiction or Participating Agency to enter into this agreement on behalf of the Participating Agency.

SECTION II

PROVISIONS FOR OPERATIONS ASSISTANCE

The Participating Agencies hereby approve and enter into this MOU whereby each Participating Agency so represented may request and render North Fulton SWAT Team assistance to one another including but not limited to a large scale extraordinary event, a prolonged operation, any operation with expansive dynamics, or when the operation requires North Fulton or related services and resources to one another.

SECTION III

REQUEST FOR ASSISTANCE

The respective Participating Agency Chief of Police and/or designee shall have the authority to request or render North Fulton SWAT Team assistance.

In the event that a Participating Agency is in need of assistance as set forth above, it shall, through its proper chain of command, notify the North Fulton SWAT Team commander which may be contacted directly or through the Roswell or Alpharetta 911 Communications Center. In conjunction with the initiating Agency, the North Fulton SWAT Team commander shall evaluate the situation and his available resources, and respond appropriately. The North Fulton SWAT Team commander will take steps to ensure all Participating Agency Chiefs of Police are immediately notified upon a North Fulton SWAT Team activation.

SECTION IV

COMMAND AND SUPERVISORY RESPONSIBILITY

The North Fulton SWAT Team will operate under the National Incident Management System, Incident Command System via North Fulton Command with one exception; the Chief of Police or designee of the requesting Agency shall have tactical operational veto authority.

Whenever a team member is rendering assistance pursuant to this MOU, the team member shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his own employer. If any such standard is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the North Fulton SWAT Team then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order.

SECTION V

USE OF FORCE / COMPLAINTS

Whenever the North Fulton SWAT Team is involved in a use of force or there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this MOU, the Participating Agencies will conduct a joint review of the use of force and/or complaint. The North Fulton SWAT Team commander or his designee shall be responsible for the documentation of the Use of Force and/or complaint with a disposition recommendation. A mirror copy of the documentation shall be provided to each Participating Agency for review per their respective policies. Upon review any Participating Agency Chief of Police or designee may request additional investigation which will be conducted jointly by the Participating Agencies. The Participating Agency Chiefs of Police or their designee(s) will conduct a joint evaluation of the overall actions of the North Fulton SWAT Team after a review of the documentation and/or investigation; however, the review of individual actions will be the sole responsibility of their respective Chief of Police according to his Agency's policies and procedures. Each Participating Agency engaging in any assistance pursuant to this MOU agrees to cooperate with such joint investigative efforts.

Should an application of force on behalf of the North Fulton SWAT Team result in serious injury or death, or a complaint arise as a result of a cooperative effort as it may pertain to this MOU that if sustained would be likely to result in serious injury or death, it is agreed by the Participating Agencies that the Georgia Bureau of Investigation will be asked to conduct a separate and independent criminal investigation as appropriate.

SECTION VI

LIABILITY

Each Participating Agency engaging in any assistance pursuant to this MOU agrees to assume responsibility for the acts, omissions, or conduct of each of its SWAT Team members or conduct of such Participating Agencies'/team's own employees while engaged in rendering such assistance pursuant to this MOU.

SECTION VII

PROCEDURES & TRAINING

All standard operating procedures and training conducted with and/or for the North Fulton SWAT Team will meet or exceed National Tactical Officer Association (NTOA) Standards. These procedures and training are outlined in the North Fulton SWAT Team Operations Manual. This manual will be reviewed and updated as needed but at least once per year.

SECTION VIII

POWERS, PRIVILEGES, IMMUNITIES AND COSTS

North Fulton SWAT Team members of each Participating Agency when actually engaging in assistance outside of their jurisdictional limits but inside the City of Alpharetta, City of Milton or the City of Roswell, shall have the same powers, duties, rights, privileges and immunities as if the team member was performing duties inside the member's political subdivision in which normally employed.

Each Participating Agency agrees to furnish the necessary personal equipment and resources to their department members assigned to the North Fulton SWAT Team to render services to each Participating Agency; provided however, that no Participating Agency shall be required to unreasonably deplete its own equipment, resources, facilities, and services in furnishing such assistance.

Each Participating Agency that furnishes personal equipment pursuant to this MOU must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment. Nothing herein shall prevent one Participating Agency from lending necessary equipment to any other Participating Agency team member for operational purposes pursuant to this MOU.

Team equipment such as vehicles, robots and other capital purchase items that will be shared among the Participating Agencies will be purchased by all of the Participating Agencies on a percentage of cost basis. The percentage of cost sharing will be based on the population of each Participating Agency.

Currently the cost share is as follows;

City of Roswell 48%
City of Alpharetta 34%
City of Milton 18%

Once the North Fulton SWAT Team Board of Directors agree that a purchase will be made via cost sharing percentages it will be the discretion of the North Fulton SWAT Team Board of Directors to decide on which agency will submit the main purchase order to the vendor to buy the equipment and

will therefore be the “owner”. The other agencies will pay the vendor or the “owner” for their cost share in effect at the time of the purchase depending on how the vendor will accept payment. In the case of vehicles the “owner” will hold the title, will register the vehicle and provide insurance coverage. The insurance coverage must allow drivers from the other Participating Agencies must be allowed to operate the vehicle once they are properly trained and/or licensed to operate the vehicle. The “owner” will be responsible for normal operational costs. Maintenance and repairs will be shared by the Participating Agency based on the cost share percentage that is in effect at the time that the maintenance or repair is needed.

The Participating Agency furnishing assistance pursuant to this MOU shall compensate its SWAT Team members during the time such assistance is rendered and shall assume the actual travel and maintenance expenses of its members while they are rendering such assistance, including any amounts paid or due for compensation due to personal injury or death while such SWAT Team members are engaged in rendering such assistance.

The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death and other benefits that apply to the activity of a SWAT Team member of a Participating Agency when performing the member's duties within the territorial limits of the member's Agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties outside the territorial limits of the member's Agency under the provisions of this MOU. The provisions of this section shall apply with equal effect to paid, volunteer, and reserve employees.

Nothing herein shall prevent the requesting Agency from requesting supplemental appropriations from entities other than its governing political subdivision for reimbursement for itself and the assisting Team for any actual costs or expenses incurred by the assisting Participating Agency performing hereunder

SECTION IX

CANCELLATION

Any Participating Agency may cancel their participation in this MOU upon delivery of written notice to the other Participating Agencies. Cancellation will be effective ninety (90) days from receipt of such notice. Upon cancellation Participating Agencies agree to coordinate the prompt return of any loaned equipment to the proper Agency owner.

Upon cancellation of one Participating Agency that agency will be reimbursed their cost share of any purchased team equipment. The amount reimbursed will be the cost share percentage paid at the time the vehicle was purchased of the fair market value at the time of cancellation. This cost reimbursed will be shared equally by the agencies still participating.

Upon cancellation of two agencies the owner has first right to "buy out" the other agencies by reimbursing their cost share percentage paid at the time of purchase of the fair market value at the time of cancellation. If after 90 days from the date of written notice the "owner" does not "buy out" the other agencies any of the other agencies have the option to "buy out" the other two agencies for their cost share percentage at the time of purchase of the fair market value of the equipment. If after an additional 90 days from the written notice none of the agencies want to buy the others out the equipment will be sold. The proceeds will be divided between the agencies based on the percentage paid when the vehicle was purchased.

AGREED TO AND ACKNOWLEDGED THIS _____ DAY OF _____, 2017

Alpharetta Police Department

Signature

Date

Milton Police Department

Signature

Date

Roswell Police Department

Signature

Date



City Council Meeting and Public Hearing

STAFF REPORT

Submitting Department: Administration

Submitted By: James Drinkard

Meeting Date: October 23, 2017

I. AGENDA ITEM TITLE: UPDATE TO EMPLOYEE HANDBOOK

II. RECOMMENDATION:

Staff requests approval of the 2017 update to the Employee Handbook as presented.

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 DIRECT FISCAL IMPACTS
ASSOCIATED WITH ADOPTION OF THE UPDATED EMPLOYEE
HANDBOOK.

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:

Periodically, it is necessary for the City to update its personnel policies and the associated Employee Handbook in order to remain compliant with changes to federal labor laws and precedent established by recent court decisions. Human Resources, in consultation with legal counsel, has undertaken a review of our policies and handbook to ensure compliance and to make any adjustments that better address the needs of the organization.

The resulting update to the Employee Handbook is now presented for consideration and approval by City Council. The majority of changes reflected from the existing handbook do not have the effect of altering policies that are currently in effect. Such changes, beyond those necessary for legal compliance, consist of:

1. Adjustments to language that had been found to be confusing or ambiguous in previous iterations.
2. A significant reorganization of the handbook so that its contents are grouped in a more concise, common sense manner that provides for easier reference and understanding.

The one policy change of significance can be found in the "Work Schedule" section of the document. There you will find subsections defining on-call, standby status, and emergency recall. While on-call is something that has been defined in our handbook for many years, due to organizational needs we have amended the definition and policies associated with its use. We have also established the new definitions and policies associated with standby status and emergency recall, which are new additions to our handbook. In combination, these definitions and policies better reflect the needs and practices of our organization.

For ease of reference, these new definitions are called out as follows:

On-Call: The purpose of "On-Call Status" is to ensure the timely delivery of critical services outside of normal

business hours when the need arises. It is intended for use primarily by departments such as Information Technology, Public Works, and Recreation and Parks (as well as some specified police and fire positions within the Department of Public Safety) for personnel who may be called upon to repair critical infrastructure or perform similar duties of an immediate need nature.

An employee designated as being in "On-Call Status" is required to remain in a "ready status" (i.e. available to respond) after regular business hours and be able to be in communication within fifteen (15) minutes of initial notification by the City. If an employee in "On-Call Status" must report to a specific location to deliver necessary service, the employee must be able to report to such location within one (1) hour of being notified; however, the employee is not required to be at any particular place while in "On-Call Status" until such need to report is identified.

An employee who is in "On-Call Status" will be paid a minimum of two (2) hours per day at her/his standard rate of pay; however, the time spent "waiting to be engaged in work" (i.e. simply in ready status) are not considered "hours worked." If an employee responds to a call, time towards "hours worked" will start from the time the employee receives the call: only the actual hours worked will be considered for purposes of calculating any applicable overtime compensation; however, the minimum "hours worked" to be earned by the employee shall be two (2) hours.

Standby Status: The purpose of "Standby Status" is to ensure appropriate staffing for those positions within the Department of Public Safety that require minimum staffing levels be maintained during any shift. It is intended for use only to address unexpected staffing shortages resulting from illness, injury, or other unforeseeable circumstances. For purposes of this policy, "unforeseeable" shall mean a circumstance for which a supervisor has four (4) or less hours notice of the need.

An employee who is on "Standby Status" must be able to be in communication within fifteen (15) minutes of initial notification and be able to respond to their assigned duty station within two (2) hours of initial notification (i.e. "activation").

An employee on "Standby Status" who is activated by the City (i.e. ordered to report for duty) shall earn premium pay (defined as 1.5 times the employee's regular hourly rate) from the time they begin work at the duty station and will also receive an additional two (2) hours of premium pay (said two (2) hours not being considered "hours worked").

The Department of Public Safety and/or each division therein utilizing Standby Status is to compile and maintain a list of qualified employees who have volunteered to participate in the Standby Program (i.e. "Standby Employee List"). When the need to activate a Standby Employee arises, the supervisor is to call the first employee on the list and work her/his way down through the list until the standby need is filled. Each employee contacted, regardless of if he/she accepts the standby assignment, shall be moved to the bottom of the Standby Employee List in the order in which he/she was called by the supervisor.

An employee who has volunteered to be on the Standby Employee List may reject no more than one (1) request to report for Standby Duty in any four (4) month period or no more than three (3) report requests in any calendar year. An employee who exceeds this standard shall be removed from the Standby Employee List and shall not be eligible for participation in the program for twelve (12) months. Further, it shall be reflected and have an impact on the employee's annual performance evaluation.

Emergency Recall: The purpose of "Emergency Recall" is to ensure adequate staffing levels to effectively respond to incidents or emergency situations. "Emergency Recall" can be activated by an Incident Commander when he/she determines that an incident or emergency situation will soon exceed or has already exceeded the capabilities of the entire on-duty staff.

Level 1 Emergency Recall: All available personnel report to the designated rally point(s) and await transportation and/or further instruction.

Level 2 Emergency Recall: Only those personnel specifically contacted report to the designated rally point(s) and await further instructions.

It shall be the responsibility of the supervisor or officer with oversight of the recalled employees to ensure that the names, reporting times, and release times of the employees are reported to the Incident Commander and

departmental

payroll

coordinator.

Employees activated under an "Emergency Recall" shall be compensated at premium pay (defined as 1.5 times the employee's standard hourly rate) only for the actual hours worked, which shall begin at the time they report to the designated rally point(s).

V. ALTERNATIVES:

VI. ATTACHMENTS:

Final Draft: 2017 Employee Handbook



EMPLOYEE HANDBOOK

AN EVERYDAY GUIDE TO OUR
CORE VALUES, PERSONNEL
POLICIES AND BENEFITS

ADOPTED
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EFFECTIVE
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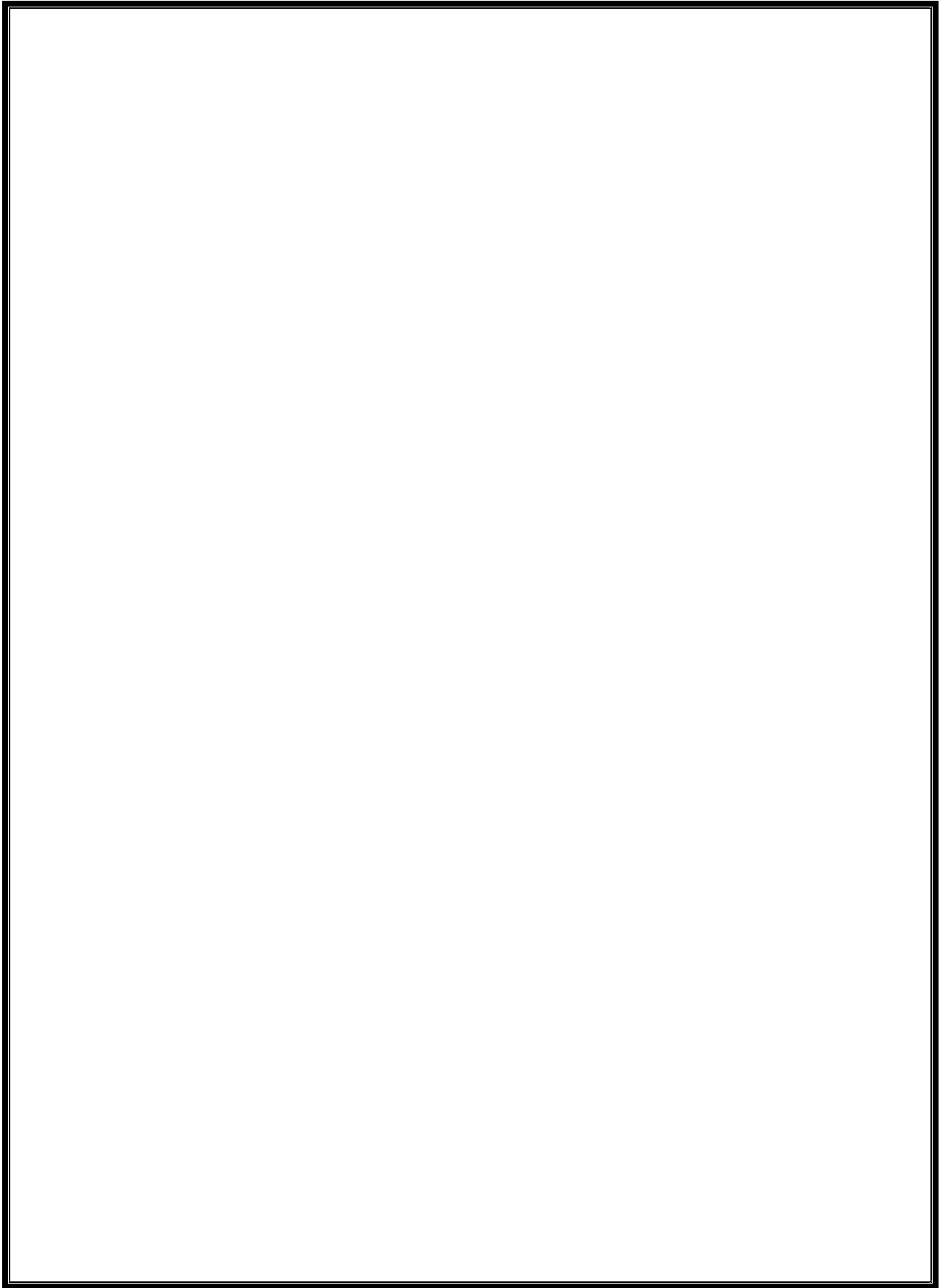


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MISSION STATEMENT

To make a positive difference in the community by efficiently managing public resources and providing effective services and leadership that exceed the expectations of our citizens.

ORGANIZATION CORE VALUES

The City has identified certain shared values that are at the core of every decision, action, and policy that we make. They are the bedrock on which our organization stands and serve as a guide for you with respect to your actions and the City's expectations of you as an employee of the City of Alpharetta.

Excellence: We believe that expectations are the starting point; not the destination. Every member of the City of Alpharetta Team shall be dedicated to the pursuit of continuous improvement in our results and how these results are achieved.

Stewardship: The citizens of Alpharetta have entrusted to us public resources and empowered us to protect, invest, and leverage them for the good and betterment of the community. We shall do so in a manner that reflects the highest ethics, exacting standards, and unwavering principles.

Integrity: The trust of the public is the foundation of our ability to conduct the business of local government and realize the City's mission. Every member of the City of Alpharetta Team shall maintain her or his reputation for honesty, straightforwardness, fair dealing, and a sincere desire to serve in the best interest of the community and citizens of Alpharetta.

Service: The City of Alpharetta is committed to efficient, effective, and responsive service delivery that makes a positive difference in the community and the lives of those we serve. We shall proactively address issues and pursue opportunities, act with humility, and deliver more than what is expected.

Loyalty: Through our every word and action we shall serve, protect, and promote the community and citizens of Alpharetta; advance the City's mission; and support and work in unity with those with whom we serve.

WELCOME

Welcome to the City of Alpharetta! We are pleased that you are joining us and we know that your contributions will assist us in remaining a model employer in this community.

PURPOSE OF THE HANDBOOK

This handbook is designed to acquaint you with our City and to answer many of your questions regarding your employment with us. Of course, please remember that business conditions change, and this handbook is only a summary of the employee benefits, personnel policies, and employment rules that are in effect at the time the handbook is published.

This handbook does not create an “employment contract” or other contractual rights or in any way alter the employment-at-will doctrine under which all employees are employed. Although the City intends that the benefits, policies and regulations outlined in this handbook will generally remain in effect, the City reserves the right to, at any time, amend, curtail or to otherwise revise the benefits, policies or regulations outlined in this handbook.

This handbook applies to all employees. However, where it conflicts with any contract, such as insurance summary plan descriptions, that contract shall control.

This City handbook supersedes all prior inconsistent City handbooks or policies and may be changed from time-to-time as necessary.

Certain City departments may issue policies unique to the particular department, provided those policies are first reviewed and approved by Human Resources and in certain cases approved by the City Council. You must follow all applicable departmental policies and read those departmental policies in conjunction with this Employee Handbook. Departmental policies may be more restrictive (but not less restrictive) than those contained in this handbook.

Please keep this handbook handy as a guide and ready reference throughout your employment here. You also may access the handbook on the City intranet, “AlphaWeb.” If you have questions as you read through this handbook, please do not hesitate to discuss them with your Department Director. Your Department Director is a very important source of information and will be more than happy to assist you.

The City of Alpharetta recognizes that its employees are its most important asset for accomplishing the City’s purposes on behalf of its citizens. The City strives:

- To promote an attitude of courteous and efficient responsiveness to the public on the part of all employees;
- To provide all employees an opportunity to discuss department issues through open door communications with Human Resources or the City Administrator;
- To help all employees develop to their full potential and to utilize that potential in the most effective manner;
- To fully apply the principle of Equal Employment Opportunity, avoiding discrimination in all aspects of City operations;
- To ensure compliance with all federal and state employment laws;
- To provide equitable and competitive compensation and benefits consistent with the City's economic ability;
- To expect effective and efficient work performance from employees within the framework of reasonable work assignments;
- To maintain reasonable hours of work;
- To provide safe and healthy work conditions; and
- To communicate with all employees regarding matters which affect them in their work.

EMPLOYEE RELATIONS PHILOSOPHY

Every employee is important. We are committed to attracting and retaining quality employees like you. To accomplish this, we are committed to maintaining a competitive wage and benefit program. We want to make our workplace as pleasant and rewarding a place for you to work as we can. Most importantly, we want you to feel free to talk with us at any time.

Our success over the years is largely due to the way our employees and management work together. City employees are non-union, and this status allows us to treat each employee as an individual and to deal directly with you rather than through a third party who has no real stake in our City.

EMPLOYEE STATUS & DEFINITIONS

According to state law, all City employees are employed “at-will,” which means that they can be terminated at any time, with or without cause and with or without advance notice. This “at-will” relationship can be changed only in a written document signed by the City Administrator, approved by the City Council, signed by the City Attorney indicating approval as to form and signed by the Mayor.

Official: An individual who is elected by the citizens of the City of Alpharetta to include the Mayor, City Council Members and the Judge; or is appointed by the Mayor and Council to include the City Clerk, Chief Clerk of Court and the Solicitor.

Department Director: An individual who is assigned formal management responsibilities for an established department of City government.

Temporary Employees: An employee who is scheduled to work any number of hours per week on a temporary basis during seasonal periods or on special projects. Temporary employees are not eligible for City benefits.

Supervisor: Applies in general terms to any employee formally assigned to supervisory responsibilities for personnel and operations of a work unit with a larger department of City government. However Department Directors and the City Administrator should be understood to be “supervisors” of individuals who report directly to them.

Status For Employees: *Regular full-time employees* are employees who normally are scheduled to work thirty-seven (37) hours or more per week.

Regular part-time employees are employees who normally are scheduled to work between twenty (20) and twenty-nine (29) hours each week on a consistent basis.

Others: Interns, volunteers, independent contractors, and the employees of temporary staffing agencies are not City employees and are not eligible for benefits.

Eligibility: Regular full-time employees are eligible for the various benefits summarized in this Handbook, subject to certain other requirements which may be described in individual documents or other policies. All other employees, including temporary and part-time employees are not eligible for all benefits.

For the purposes of family and medical leave, insurance, and certain other benefits, eligibility requirements may be different. If so, insurance plan documents or applicable law will control eligibility.

If you have any questions concerning your status or the benefits for which you qualify, please ask your supervisor or contact Human Resources.

BEGINNING YOUR EMPLOYMENT

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

The City is an Equal Employment Opportunity employer committed to providing equal opportunity in all of its employment practices, including selection, hiring, assignment, re-assignment, promotion, transfer, compensation, discipline, and termination. The City prohibits discrimination, harassment, and retaliation in employment based on race; color; religion; national origin; sex; sexual orientation; pregnancy, childbirth, or related medical conditions; age; disability or handicap; citizenship status; service member status; genetic information; or any other category protected by federal, state, or local law. Violation of this policy will result in disciplinary action, up to and including immediate termination.

VERIFICATION OF EMPLOYMENT ELIGIBILITY

The Federal Immigration Reform and Control Act of 1986 requires employers to verify the legal working status of all employees hired on or after November 7, 1986. The Act makes it unlawful to hire anyone who is (1) not a U.S. citizen, or (2) an alien who does not have the legal right to be employed in the United States. All employees will be required to complete Form I-9 and provide current documentation from time to time, as required by federal law. The City uses E-Verify to check employment eligibility for all employees, where applicable, as required by law.

EMPLOYMENT BACKGROUND CHECKS

In order to ensure the safety of the public and our employees, the integrity of sensitive information and the overall quality of our workforce, the City will conduct background checks on all external candidates for employment and internal candidates for promotion. Dependent upon the position being sought, the information collected may include legal residency, reference checks, education verification, criminal history, motor vehicle driving history, financial and credit information, and/or any combination thereof determined by the City to be necessary and appropriate.

The process for background checks will be in compliance with all federal, state, and local laws and statutes and will be performed only after a candidate has provided his or her written authorization. Candidates who refuse to provide such authorization will not be considered for employment.

Hiring managers should consult with Human Resources for additional information on the application of this policy and for more details about the hiring and background check process.

INTRODUCTORY PERIOD

For every new employee, the introductory period is a trial period for both you and the City. During this time, you are able to learn about the City, your job, and your new surroundings. At the same time, your supervisor will assist you in learning your job. The introductory period is the first ninety (90) calendar days. Police and Fire Department employees may be subject to a longer introductory period based on mandated training regulations.

During the introductory period, the City will review your job performance, attitude, and overall interest in your job, among other factors, and make a decision concerning your continued employment. After you complete your introductory period, the City will continue to periodically review your overall job performance. Completion of the introductory period does not change your at-will employment status.

If you are absent from work for more than three (3) days during your introductory period, the City may choose to extend your introductory period as necessary to provide you an opportunity to demonstrate your ability to do the job. It is solely the City's discretion to either extend the introductory period or terminate employment.

JOB RESPONSIBILITIES

We expect and require all employees to do a variety of tasks from day to day. Where possible, we attempt to cross-train all employees so that they can perform as many tasks as possible. This practice allows us to achieve maximum efficiency, as well as providing better job security for all employees.

Whenever business needs require us to assign employees to a new task, either temporarily or permanently, we will provide additional training, if necessary.

From time to time, we may publish lists of tasks to be performed by employees as part of their jobs. These lists are only guidelines intended to facilitate communications with employees and they should not be viewed as an exhaustive listing of a particular employee's job requirements.

All employees are responsible for compliance with the various federal, state, or local laws that apply to and regulate their job duties.

TIMEKEEPING PROCEDURES

For payroll and benefit purposes, you are ultimately responsible for recording and attesting to your actual time worked. Altering, falsifying, and/or tampering with time records is prohibited and is grounds for disciplinary action including termination. This prohibition also includes knowingly receiving compensation for incorrect or inaccurately documented time. The

procedures for recording and attesting to your time worked will depend upon your classification and particular job.

If you are a nonexempt employee, you must at a minimum through some means (time card/clock, time sheet, systems, etc.) record for each day: when work began and ended; when lunch began and ended; as well as the beginning and ending time of any departure from work for any non-work related reason (other than breaks). Your department will provide you with the method, forms, or system you will use to record such time. Examples of time that should be recorded as time worked includes time in meetings, time spent traveling between City properties/buildings to conduct business, a working lunch meeting, training, etc. If you have any questions or concerns about what should be included or excluded from your time record, please ask the Finance Department – Payroll Division. If you are asked to travel for any City business, the Finance Department – Payroll Division will provide you with instructions for recording your travel time so that you are properly paid.

If you are an exempt employee, you are required to record the hours during your normal work schedule that you did not work. The manner in which you record these hours will be provided to you by the Finance Department – Payroll Division.

PERFORMANCE EVALUATIONS AND PERFORMANCE IMPROVEMENT

The City uses a performance evaluation process to measure, monitor and communicate employee job performance. The City bases pay increases, when such increases are made available, on job performance. Employees who perform at a marginal level may be placed on a Performance Improvement Plan.

JOB PROMOTIONS AND TRANSFERS

The City likes to promote and fill open positions from within when possible. If you are interested in a different position within the City, be sure to let Human Resources and your Department Director know well in advance. You do not need to wait for an opening to share this information with us. Be sure to keep Human Resources and your Department Director informed about your professional development and your goals for your employment.

You will need to formally apply for an open position for which you are qualified. Please check the City's website at www.alpharetta.ga.us/government/departments/human-resources/current-openings for more information about open positions. You should know that for all internal and external candidates for a position, the City may conduct and use background checks as a part of the hiring or promotion process. The City maintains a Background Check Policy which City Managers must follow. The City conducts and uses background checks in accordance with all

applicable federal, state and local laws with the written authorization of the candidate. If you fail to provide such authorization, you will not be considered for the new position.

INTRODUCTORY POLICIES

This section of our handbook discusses your responsibilities to the City as an employee. Please thoroughly familiarize yourself with these policies and apply them in your work. Compliance with these policies will help ensure a more efficient, productive, and pleasant atmosphere for you, your co-workers, and our citizens.

COMPLIANCE WITH APPLICABLE LAWS

The City intends to comply with all applicable state and federal laws, including but not limited to those relating to medical, family or military leave; equal opportunity; environmental regulations and laws; safety; health; and laws regarding any other terms and conditions of employment. Similarly, the City expects all employees to comply with all laws that apply to their jobs as a condition of their continued employment.

ETHICS AND CONDUCT POLICY

The City is a “Certified City of Ethics.” The City’s Code of Ethics and Conduct is published in the municipal code and restated below. You must comply with the Code to the extent it impacts your job duties.

Act in the Public Interest: Recognizing that stewardship of the public interest must be their primary concern, employees will work for the common good of the people of the City and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the City.

Comply with the Law: Employees shall comply with the laws of the United States, the State of Georgia, and the City in the performance of their duties. These laws include, but are not limited to: The United States and Georgia constitutions; laws pertaining to conflicts of interest, financial disclosures, employer responsibilities, and open processes of government; and City ordinances and policies.

Conduct of Employees: The professional and personal conduct of employees must be above reproach and avoid even the appearance of impropriety. Employees shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of members of council, boards and commissions, the staff or public. Employees should maintain a reputation for serving equally and impartially all members of the City Council. To this end, employees should not engage in active participation in City election campaigns.

Respect for Processes: Employees shall perform their duties in accordance with the processes and rules of order established by the City Council and boards and commissions governing the

deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the City Council by City staff.

Conduct at Public Meetings: Employees shall prepare themselves for public issues and meetings; listen courteously and attentively to all public comments and decisions; and focus on the business at hand. They shall refrain from interrupting other speakers, making personal comments not related to the business of the body, or otherwise interfering with the orderly conduct of meetings.

Decisions Based on Merit: Employees shall base their decisions on the merits and substance of the matter at hand.

Communication: Employees shall publicly share substantive information that is relevant to a matter under consideration by the council or boards and commissions which they may have received from sources outside the public decision-making process.

Conflict of Interest: In order to assure their independence and impartiality on behalf of the common good, employees shall not use their official positions to influence government decision in which they have a material financial interest or personal relationship which may give the appearance of a conflict of interest. Where a conflict exists, an employee shall disclose the conflict and excuse themselves from participating in deliberations and decision-making regarding such matters.

Gifts and favors: No employee shall solicit or accept anything of value if it could reasonably be considered to influence the employee in the discharge of official duties. This prohibition shall not apply to an occasional nominal non-monetary gift, admission to a breakfast, lunch, dinner, function or event, or honorary or ex-officio memberships in civic organizations. For purpose of this policy, the term “nominal” shall mean having a value of less than \$20.

Confidential information: Employees shall respect the confidentiality of information concerning City property, personnel or proceedings of the City. They shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal interests.

Use of public resources: Employees shall not use public resources not available to the public in general, such as City staff time, equipment, supplies or facilities, for private gain or personal purpose. Employees shall not utilize the City’s name or logo for the purpose of endorsing any business or for any purpose that is not related to the activities or efforts of the City.

Representative of private interests: In keeping with their role as stewards of the public interest, employees shall not appear on behalf of the private interests of third parties before the council or any board or commission, or proceeding of the City, nor shall employees appear before the council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.

Advocacy: Employees shall represent the official policies or positions of the City Council, boards and commissions to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, employees shall explicitly state they do not represent the City, and will not imply that they do.

Independence of boards and commissions: Because of the value of the independent advice boards and commissions provide to the public decision-making process, employees shall refrain from using their position to influence unduly the deliberations or outcomes of board and commission proceedings.

Positive work place environment: Employees shall support the maintenance of a positive and constructive work place environment for all City employees and for citizens and businesses dealing with the City.

Violations of this policy or the City's Code of Ethics and Conduct may result in disciplinary action, up to and including immediate termination.

BASIC WORK RULES

This City has certain policies and rules to govern the conduct and performance of all employees. The City's most important rule is to use "good sense" at all times. We also have established some other basic work rules that should not be violated. **Violation of these or similar rules may result in discipline up to and including immediate termination.**

Absenteeism or Tardiness: When you fail to report to work as scheduled, it makes it more difficult for us to conduct City business. Every employee plays an important role in our operation, and your absence or tardiness places an unnecessary burden on fellow employees. You are expected to report to work on time as scheduled.

Breach of Confidence or Security: Because of the nature of City business, you may be exposed to or have access to information that may be considered of a private and/or confidential in nature and which would not commonly be available to the general public. Such information includes, but is not limited to, social security numbers, credit card account information, customer or citizen account and/or financial information, protected medical information, and information protected under "attorney/client privilege" or orders of the court. The City cannot tolerate the unauthorized release or disclosure of such information.

Conflict of Interest: You must not engage in activities that are or create a conflict of interest or the appearance of such a conflict. We prohibit you from transacting any business that competes with the City. If you think that you may have such a conflict, you must notify Human Resources immediately. Conflicts of interest may include things like:

- Some outside employment;

- Financial interests with a customer, vendor, suppliers or competitor;
- Exploiting your position, inside knowledge or City access for personal gain;
- Proprietary City information; and
- Information about citizens, vendors or business partners.

Damage to Property: The City has made a tremendous investment in our facilities, equipment and other City property. Deliberate, reckless, or careless damage to the City's property or our citizens' property will not be tolerated. If appropriate, damage to property will be reported to law enforcement agencies.

Fighting, Threats, or Weapons: The City does not allow fighting, threatening words or conduct or any other actions that could injure a citizen, fellow employee, or member of the public, regardless of where such words or actions occur. We also do not allow the possession of weapons of any kind in City vehicles, in City facilities, or on your person at any time while you are working.

Fraud, Dishonesty or False Statements: No employee or applicant may falsify or make any misrepresentations on or about any documents, employment applications, resume, document establishing identity or work status, medical record, insurance form, invoice, paperwork, time sheet, time card, expense report, or any other document. If you observe or are aware of such a violation, please report it to your supervisor or Human Resources immediately.

Gambling: You may not engage in any form of gambling on City premises, City time or City systems.

Gifts or Gratuities: You may not accept any gift or gratuity of any kind or amount without the express written authorization of the City Administrator.

Harassment: The City's No Harassment Policy, which we have set forth in detail in this handbook, strictly prohibits harassment based on race; color; religion; national origin; sexual orientation; pregnancy, childbirth, or related medical conditions; age; disability or handicap; citizenship status; service member status; genetic information; or any other category protected by federal, state, or local law.

Injuries and Accidents: Every injury, no matter how slight, must be immediately reported to your supervisor for first aid treatment or medical care. If you have a job-related injury/accident, you must see a doctor listed on our panel. The City may require that you present a doctor's release before returning to work.

Insubordination: Employees all have duties to perform and everyone, including your supervisor, must follow directions from someone. Employees must not refuse to follow the lawful directions of

a supervisor or member of management. If you have any concerns about following the instruction of your supervisor, you should raise that concern with another member of management.

Misuse of Property: Employees may not misuse or use without authorization any equipment, vehicle, or other property of citizens, other employees, or the City.

Poor Performance: We expect all employees to make every effort to learn their job and to perform at a satisfactory level. Employees who fail to maintain a satisfactory level of performance are subject to discipline, up to and including immediate termination.

Shortages: Any employee who handles cash (or parts, materials or other assets) as a part of his or her job duties, will be held accountable and may be required to pay for the shortage. Further, you may be disciplined for the shortage and/or failure to protect City assets, up to and including immediate termination.

Sleeping or Inattention: To protect the safety of all employees and to properly serve our citizens, everyone needs to be fully alert while on the job. We cannot tolerate sleeping or inattention on the job.

Solicitation or Distribution: In the interest of maintaining productivity and a proper business environment, you may not distribute literature or other materials during the working time of any employee involved. You may not distribute literature or other material in working areas, at any time, whether or not you are on working time. For just some examples, non-working time would be lunch or break, and a non-working would be a break room.

Substance Abuse: The City will not tolerate substance abuse. **Employees who test positive for the presence of drugs or alcohol are subject to discipline, up to and including immediate termination.**

Theft: Society has laws against theft and so do we. Stealing or attempting to steal City property or property belonging to others is strictly prohibited. To protect you, your co-workers, and the City, we reserve the right to inspect all purses, briefcases, packages, lockers, tool boxes, desks, cabinets, vehicles, and any other containers or items on or in City property. If you wish to remove any City property for personal use, you must obtain written permission in advance from your Department Director.

Unlawful Activity: Employees should not engage in any unlawful or unethical activity, including, but not limited to activity either on City property, a job site, or off the job, since such activity can adversely affect the City's reputation.

Unsafe Work Practices: The City is committed to providing a safe place for you to work, and we have established a safety program to ensure that everyone understands the importance of safety. This program requires all of us to exercise good judgment and common sense in our day-to-day

work. Horseplay and practical jokes can cause accidents and injuries and, therefore, are prohibited.

Violation of these or similar rules may lead to discipline, up to and including immediate termination.

Obviously, this list is not all inclusive and there may be other circumstances for which employees may be disciplined or terminated. If you have any questions about these rules, or what we expect of all employees, please discuss them with your supervisor or Human Resources.

NO HARASSMENT

Harassment of applicants, employees, citizens, interns, volunteers or third parties with whom we do business or vendors will not be tolerated. To that end, and in accordance with federal and state law, and City policy, the City prohibits harassment of or discrimination against any person because of race; color; religion; national origin; sex; sexual orientation; pregnancy, childbirth, or related medical conditions; age; disability or handicap; citizenship status; service member status; genetic information; or any other category protected by federal, state, or local law. This prohibition against harassment and discrimination covers all employment decisions and actions as well as use of City property, in connection with City programs or activities, or in the administration of any City function. Incidents of harassment or discrimination will result in appropriate disciplinary action up to and including immediate termination.

Violation of this policy will result in disciplinary action, up to and including immediate termination.

If you have any questions about what constitutes harassing behavior or what conduct is prohibited by this policy, discuss the questions with your immediate supervisor or one of the contacts listed below. At a minimum, the term "harassment" as used in this policy includes:

- Offensive remarks, comments, jokes, slurs, or verbal conduct pertaining to an individual's race; color; religion; national origin; sex; sexual orientation; pregnancy, childbirth, or related medical conditions; age; disability or handicap; citizenship status; service member status; genetic information; or any other category protected by federal, state, or local law.
- Offensive pictures, drawings, photographs, figurines, or other graphic images, conduct, or communications, including e-mail, faxes, and copies pertaining to an individual's race; color; religion; national origin; sex; sexual orientation; pregnancy, childbirth, or related medical conditions; age; disability or handicap; citizenship status; service member status; genetic information; or any other category protected by federal, state, or local law.
- Offensive sexual remarks, sexual advances, or requests for sexual favors regardless of the gender of the individuals involved.

- Offensive physical conduct, including touching and gestures, regardless of the gender of the individuals involved.

We also absolutely prohibit retaliation whether by supervisors, managers, co-workers or other third parties. Retaliation includes threatening an individual or taking any adverse action against an individual for (1) reporting a possible violation of this policy, or (2) participating in an investigation conducted under this policy.

Directors, managers, and supervisors as well as all City officials are covered by this policy and are prohibited from engaging in any form of harassing, discriminatory, or retaliatory conduct. No director, manager, supervisor, or City official has the authority to suggest to any applicant or employee that employment or advancement will be affected by the individual entering into (or refusing to enter into) a personal relationship or for tolerating (or refusing to tolerate) conduct or communication that might violate this policy. Such conduct is a direct violation of this policy.

Even non-employees are covered by this policy. We prohibit harassment, discrimination or retaliation of our employees in connection with their work by non-employees. Immediately report any harassing or discriminating behavior by non-employees, including but not limited to citizens, elected officials, appointed officials, contractors, subcontractors, vendors, etc. Any employee who experiences or observes harassment, discrimination, or retaliation should report it using the steps listed below.

If you have any concern that the City's No Harassment policy may have been violated by anyone, you must immediately report the matter. Due to the very serious nature of harassment, discrimination and retaliation, you must report your concerns to one of the individuals listed below:

1. First, discuss any concern with your Department Director.
2. If you are not satisfied after you speak with your Department Director, or if you feel that you cannot speak to your Department Director, discuss your concern with Human Resources.
3. If you are not satisfied after you speak with Human Resources, or if you feel that you cannot speak with Human Resources, discuss your concern with the Assistant City Administrator.
4. If you are not satisfied after you speak with the Assistant City Administrator, or if you feel you cannot speak to the Assistant City Administrator, speak to the City Administrator.

You should report any actions that you believe may violate our policy no matter how slight the actions may seem. Your notification of the problem is essential to us. We cannot help resolve a

harassment problem unless we know about it. Therefore, it is your responsibility to bring your concerns and/or problems to our attention so we can take whatever steps are necessary to address the situation. The City takes all complaints of unlawful harassment seriously and will not penalize you or retaliate against you in any way for reporting a harassment problem in good faith.

When a report is made, we will investigate the report promptly and in a manner that is as confidential as possible. Our investigation will be timely and impartially handled by a qualified person who will allow for appropriate due process and reach a reasonable conclusion based on the information collected. Then, if warranted, we will take prompt, appropriate action and close the investigation in a timely manner. The City will protect the confidentiality of employees reporting suspected violations of this or any other City policy to the extent possible consistent with our investigation. All employees are expected to fully cooperate with the City in the course of any investigation.

You will not be penalized or retaliated against for reporting improper conduct, harassment, discrimination, retaliation, or other actions that you believe may violate this policy.

We are serious about enforcing our policy against harassment, discrimination and retaliation. Persons who violate this or any other City policy are subject to discipline, up to and including immediate termination. Moreover, any employee, supervisor or manager who condones or ignores potential violations of this policy will be subject to appropriate disciplinary action, up to and including termination. We cannot resolve a potential policy violation unless we know about it. You are responsible for reporting possible policy violations to us so that we can take appropriate actions, if warranted, to address your concerns.

SUMMARY OF DRUG AND ALCOHOL POLICY

The abuse of alcohol and drugs by public employees is detrimental to the health, safety and morals of the public. The City is committed to providing a safe work environment and to fostering the well-being and health of its employees. The City has been certified as a Drug-Free Workplace. In keeping with the procedural safeguards, limitations and due process guarantees contained in the City's Municipal Code, as a condition of initial and continued employment, the City prohibits employees from reporting to work or performing their duties with any unlawful drugs or alcohol in their systems.

You also are prohibited from using, possessing, manufacturing, selling, trading, distributing, or making arrangements or offering to distribute unlawful drugs or alcohol while at work, while performing job duties, off site at training or meetings, on City property (including in personal vehicles onsite), during lunch or breaks, or in City vehicles. Further, the City prohibits all unlawful drug use, possession, or distribution, whether on or off duty. Drugs can stay in one's system and

affect work later. The City participates in and meets the requirements of Georgia's drug-free workplace programs (Official Georgia Code Annotated, Title 34, Chapter 9, Article 11).

To enforce this policy, the City may, at any time where lawful, require you as a condition of employment, to submit to a physical examination and/or urine, breath, blood or other type of test to determine the presence of drugs or alcohol in your system. The possible occasions for drug testing include, but are not limited to:

1. Pre-employment and re-employment;
2. When the City has a reasonable suspicion that you have violated the Drug and Alcohol Policy;
3. When you suffer an on-the-job reportable injury or are involved in an accident including a motor vehicle accident;
4. As part of a routine, fitness for duty examination;
5. As follow-up testing if you have been in an Employee Assistance Program or rehabilitation program; and/or
6. As part of any random program of testing which the City may implement for certain employees based on job title and responsibilities.

The City may conduct drug or alcohol testing when the City has reasonable suspicion that you have violated the drug or alcohol policy, including accidents suggesting carelessness, disregard of safety rules or other conduct indicating possible violation of the Drug and Alcohol Policy. Employees and/or applicants who receive a positive confirmed test result may contest or explain the test result within five (5) working days after receiving written notification of the positive test result. If you suspect an employee of drug or alcohol use, or any violation of this policy, report it to the Assistant City Administrator.

Any violation of the rules set forth in this policy will result in immediate termination of current employees or disqualification of an applicant. These rules include:

1. A test indicating being under the influence of alcohol or the presence of unlawfully used drugs in your system;
2. Refusal to cooperate with the City in any test, search or investigation, or failure to execute any paperwork or consent forms necessary for examinations or tests;
3. Possession of, distribution of, or consumption of unlawful or abused drugs, unauthorized alcohol, or drug paraphernalia;
4. Tampering with, adulterating, or diluting a test sample; or

5. Unlawful conduct while working. Further, unlawful conduct off duty may result in discipline, up to and including immediate termination of current employees or disqualification of an applicant.

A positive test result will be confirmed by a second test of the original sample. With a second positive result, the City and employee will be notified. An employee for whom the City receives an initial positive test result will be placed upon Administrative Leave pending receipt of the second test result. Employees and/or applicants who receive a positive confirmed test result may contest or explain the result within five (5) working days after receiving written notification of the positive result. Thereafter, an employee may be eligible for a hearing within three (3) days of receipt of the confirmation test results.

Employees who refuse to submit to a test, or test positive for alcohol or unlawful drugs may be disqualified for unemployment compensation benefits. Employees who refuse to submit to a test, or test positive for alcohol or unlawful drugs following a workplace injury may be disqualified for workers' compensation benefits.

The City will treat information, such as drug test results and use of prescription medication, acquired as a result of this program, as confidential unless otherwise required by law.

Although the proper use of medication is not prohibited, you should contact Human Resources when you are legitimately taking medication which you have reason to believe may affect safety or performance. Any prescription medication brought onto or into City property (including vehicles) must be retained in its original container with the original pharmacy label. You may not take another person's medication. The law treats the abuse of prescription medication as unlawful drug use.

The City keeps a file containing resource information on programs in the community that offer assistance to employees, including drug and alcohol abuse programs. Please contact the Finance Department – Benefits Division to obtain this file. All requests for this information will be treated as confidential. Additionally, you may take advantage of the confidential Employee Assistance Program (EAP) for six (6) free visits per year. If you need more information about the EAP, please contact the Finance Department – Benefits Division.

If you want to seek help for drug or alcohol problems prior to being found in violation of the City's Drug and Alcohol Policy or being asked to undergo a test, you may seek information from the Assistant City Administrator or Human Resources. Likewise, the Assistant City Administrator or Human Resources can answer your questions about the application of this policy.

ABSENTEEISM AND TARDINESS

Each employee plays an important role in getting the day's work done. Therefore, you are expected to be in your work area on time each day, limit breaks to the time allowed, and stay at work until scheduled to leave. Absenteeism or tardiness, even for good reasons, is disruptive of City operations and interferes with our ability to satisfy our citizens' needs. **Therefore, any absenteeism, tardiness or failure to follow the attendance policy procedures may result in discipline, up to and including immediate termination.**

If you are going to be late or absent from work for any reason, you must personally notify your supervisor as far in advance as possible so that proper arrangements can be made to handle your work during your absence. Of course, some situations may arise in which prior notice cannot be given. In those circumstances, you are expected to notify your supervisor as soon as possible. **Failure to notify your immediate supervisor may result in immediate termination. A voicemail, email and/or text message is not acceptable. You must speak personally with your supervisor, Department Director, or Human Resources. If you are absent for more than one (1) day, you must call in for each day of absence unless you have been approved for a leave of absence.**

Failure to report to work for three (3) consecutive scheduled working days without notifying the City may result in immediate termination.

When your absence is due to illness or a doctor's visit, the City may require you to provide appropriate medical documentation.

WORK SCHEDULE

Due to the many different jobs performed by City employees, your work schedule will be set by your Department Director. For many employees, the normal workweek for regular full-time employees will be Monday through Friday according to the particular job. The normal workday for regular full-time employees will be Monday through Thursday 8:30 a.m. – 5:00 p.m. and Friday 8:30 AM – 4:30 PM. "Normal" is defined as the schedule the employee will work most of the time, with the understanding that operating needs may dictate temporary deviations from the norm. If the "Normal" schedule is changed, the change will be communicated to all affected employees as far in advance as possible prior to the change.

Hourly employees are allowed to report to work up to approximately thirty (30) minutes before the work schedule starts, but should not perform any work before the normal schedule begins. Do not begin work and do not clock in more than ten (10) minutes before your normally scheduled shift. Likewise, stop work and clock out no more than ten (10) minutes after the end of your scheduled shift. In either instance, hourly paid employees must not perform work unless they are "on the clock."

Flexible Work Schedules: The Department Director may, upon review and approval of Human Resources, approve a flexible work schedule. Any such flexible schedule must meet the following criteria:

- The flexible schedule must ensure that the department and/or facility is adequately staffed during normal business hours.
- The flexible schedule may not in any way reduce or negatively impact the level of service provided to or experienced by the public.
- The flexible schedule may not reduce the actual cumulative hours worked by any employee during a given work week from the number of hours that would be worked by the employee on a traditional schedule.
- The flexible schedule must comply with all other City policies.
- Prior to implementation of a flexible schedule, a written policy defining and governing the schedule must be provided to Human Resources for review and approval. Changes to existing flexible schedules also must be approved by Human Resources.

Lunch / Break Periods: Lunch and break times are set by your Department Director and may be varied to meet business needs. Generally, you will have a meal period, which is deducted from hours worked, and break period, which is not deducted from hours worked. You are prohibited from leaving your assigned work area on break or during working time without written authorization by management in advance.

On-Call: The purpose of "On-Call Status" is to ensure the timely delivery of critical services outside of normal business hours when the need arises. It is intended for use primarily by departments such as Information Technology, Public Works, and Recreation and Parks (as well as some specified police and fire positions within the Department of Public Safety) for personnel who may be called upon to repair critical infrastructure or perform similar duties of an immediate need nature.

An employee designated as being in "On-Call Status" is required to remain in a "ready status" (i.e. available to respond) after regular business hours and be able to be in communication within fifteen (15) minutes of initial notification by the City. If an employee in "On-Call Status" must report to a specific location to deliver necessary service, the employee must be able to report to such location within one (1) hour of being notified; however, the employee is not required to be at any particular place while in "On-Call Status" until such need to report is identified.

An employee who is in "On-Call Status" will be paid a minimum of two (2) hours per day at her/his standard rate of pay; however, the time spent "waiting to be engaged in work" (i.e. simply in ready status) are not considered "hours worked." If an employee responds to a call, time towards "hours worked" will start from the time the employee receives the call: only the

actual hours worked will be considered for purposes of calculating any applicable overtime compensation; however, the minimum "hours worked" to be earned by the employee shall be two (2) hours.

Standby Status: The purpose of "Standby Status" is to ensure appropriate staffing for those positions within the Department of Public Safety that require minimum staffing levels be maintained during any shift. It is intended for use only to address unexpected staffing shortages resulting from illness, injury, or other unforeseeable circumstances. For purposes of this policy, "unforeseeable" shall mean a circumstance for which a supervisor has four (4) or less hours notice of the need.

An employee who is on "Standby Status" must be able to be in communication within fifteen (15) minutes of initial notification and be able to respond to their assigned duty station within two (2) hours of initial notification (i.e. "activation").

An employee on "Standby Status" who is activated by the City (i.e. ordered to report for duty) shall earn premium pay (defined as 1.5 times the employee's regular hourly rate) from the time they begin work at the duty station and will also receive an additional two (2) hours of premium pay (said two (2) hours not being considered "hours worked").

The Department of Public Safety and/or each division therein utilizing Standby Status is to compile and maintain a list of qualified employees who have volunteered to participate in the Standby Program (i.e. "Standby Employee List). When the need to activate a Standby Employee arises, the supervisor is to call the first employee on the list and work her/his way down through the list until the standby need is filled. Each employee contacted, regardless of if he/she accepts the standby assignment, shall be moved to the bottom of the Standby Employee List in the order in which he/she was called by the supervisor.

An employee who has volunteered to be on the Standby Employee List may reject no more than one (1) request to report for Standby Duty in any four (4) month period or no more than three (3) report requests in any calendar year. An employee who exceeds this standard shall be removed from the Standby Employee List and shall not be eligible for participation in the program for twelve (12) months. Further, it shall be reflected and have an impact on the employee's annual performance evaluation.

Emergency Recall: The purpose of "Emergency Recall" is to ensure adequate staffing levels to effectively respond to incidents or emergency situations. "Emergency Recall" can be activated by an Incident Commander when he/she determines that an incident or emergency situation will soon exceed or has already exceeded the capabilities of the entire on-duty staff.

Level 1 Emergency Recall: All available personnel report to the designated rally point(s) and await transportation and/or further instruction.

Level 2 Emergency Recall: Only those personnel specifically contacted report to the designated rally point(s) and await further instructions.

It shall be the responsibility of the supervisor or officer with oversight of the recalled employees to ensure that the names, reporting times, and release times of the employees are reported to the Incident Commander and departmental payroll coordinator.

Employees activated under an "Emergency Recall" shall be compensated at premium pay (defined as 1.5 times the employee's standard hourly rate) only for the actual hours worked, which shall begin at the time they report to the designated rally point(s).

Daylight Savings Time: In the spring, when transitioning to Daylight Savings Time (DST), non-exempt employees working during the one (1) hour transition from Standard Time to DST will be paid only for actual hours worked. Non-exempt employees working on a shift which includes the one hour transition may be granted by the Director of Public Safety the option of working an additional hour at his or her base hourly rate to make up for the lost work hour.

In the fall, when transitioning to Standard Time, non-exempt employees working during the one (1) hour transition from Daylight Savings Time (DST) to Standard Time will be paid for actual hours worked, including overtime pay, if actual hours worked or counted as worked in that work period exceed the regular scheduled work hours.

OVERTIME

The City may periodically schedule overtime work to meet our business needs. We will attempt to give employees advance notice, if possible. Each Department Director is responsible for establishing controls in order to minimize such circumstances and assure that overtime work is scheduled and paid in accordance with City policy, applicable State and Federal laws, and the regulations of the Fair Labor Standards Act (FLSA). We expect that all employees who are scheduled to work overtime or who are called out to work on a special project will be at work unless specifically excused by their supervisor. Failure to report for scheduled overtime work may result in discipline, up to and including immediate termination.

Overtime Hours: All hours worked in excess of forty (40) hours in a workweek are overtime hours except for Police and Fire Department shift employees who have other limits. For purposes of calculating overtime hours, only actual hours of work will be counted. Paid time off (PTO) is not counted as hours worked for purposes of calculating overtime hours. For purposes of calculating overtime only, official City-recognized holiday hours are considered hours worked, except as applied to an employee of the Public Safety Department who works a shift schedule.

Overtime Compensation: Overtime compensation varies depending on the employee's pay plan, job duties, DOT status, and other regulatory factors. For example, our salaried-exempt employees normally do not receive extra pay for overtime hours. Likewise, certain other

employees are exempt from overtime premium pay, so we pay those employees straight-time pay for overtime hours. Our hourly non-exempt employees receive straight-time pay plus half-time pay (the time-and-one-half rate) for overtime hours.

All employees (other than salaried-exempt employees) must receive approval from their supervisor prior to performing overtime work or they may be subject to disciplinary action up to and including immediate termination.

COMPENSATORY (COMP) TIME

The City of Alpharetta does not allow the use of compensatory time ("comp time") as a means of compensating an employee who works in excess of the standard hours for her / his position in a given pay period. If a non-exempt employee must work in excess of their standard work hours in a given week, the employee must be compensated for the overtime hours worked during the pay period at the overtime rate of pay. Hourly non-exempt employees receive straight-time pay plus half-time pay (the time-and-one-half rate) for overtime hours.

OUTSIDE EMPLOYMENT

Other than for our Public Safety employees who work special shifts, the City considers other employment or "moonlighting" impractical given most employees full-time duties with the City. In the event you have other employment, you should be careful that extra hours of work do not affect the safe performance of your regular job with the City by leaving you tired and slow to react. You must notify your supervisor of any second job or outside employment. Of course, any outside employment may not create a conflict of interest with your work at our City. Likewise, you may not perform any work for another company or venture during your working time for the City.

Employees who are on a leave of absence from employment with the City generally must be on leave from any other employment as well unless the nature of the City leave is unrelated to the outside employment. For example, if an employee's essential job duties require the ability to stand for long periods and the employee is on leave due to an inability to stand, the employee would not be allowed to engage in outside employment that required standing.

PROBLEM-SOLVING PROCEDURE (GRIEVANCES)

Most employees have had a question or problem concerning their job at one time or another. If there is something about your job that is bothering you, let's get it out in the open and discuss it. We cannot answer your question or solve your problem unless you tell us about it.

The "Problem-Solving Procedure" offers all employees the freedom to discuss anything they wish with the appropriate officials. These discussions might include but are not limited to discipline,

termination, transfer, suspension, promotion or demotion. Follow the procedure below if you believe that a City policy may have been violated or if you have a concern about an employment process or decision. Whenever you have a problem, it usually can be resolved by following these steps.

NOTE: Due to the serious nature of harassment, discrimination, and retaliation, you must voice your concerns or complaints about such behavior to the individuals listed above in the No Harassment Policy in this handbook.

1. First, discuss any concern with your immediate supervisor. Very often, your supervisor is in the best position to handle your problem satisfactorily. This informal process often will resolve your issue.
2. If you are not satisfied after you speak with your supervisor, or if you feel that you cannot speak to your supervisor, contact your Department Director. Ideally, you should contact your Department Director in writing within ten (10) working days of the event or your supervisor's response. The Department Director will respond to you as soon as is reasonable under the circumstances.
3. If you still are not satisfied after working with your Department Director, or if you feel that you cannot work with your Department Director on a resolution, you should submit a written statement to the Assistant City Administrator. If the statement is appealing the decision of your Department Director, it must be submitted within ten (10) business days of the issuance of your Director's decision. If the Assistant City Administrator was directly involved in the decision or action being appealed, the Department Directors of two departments unrelated to the employee / matter will be assigned by Human Resources to review and consider the appeal / grievance. The Assistant City Administrator or designated Department Directors will respond to you as soon as is reasonable under the circumstances.
4. For termination events only, if you still are not satisfied after working with the Assistant City Administrator, you may, within ten (10) business days of the issuance of the Assistant City Administrator's decision, submit a written statement to the City Administrator. The City Administrator will respond to you as soon as is reasonable under the circumstances. The City Administrator's decision is final.

At any step in the process, City officials will investigate the circumstances to be able to make an informed decision.

WORKPLACE ACCOMMODATIONS

REASONABLE ACCOMMODATIONS/MODIFIED JOB DUTIES

To assist our employees who are or who become disabled, who suffer on-the-job injuries, or who have known limitations due to pregnancy, childbirth, or a related condition, we will make reasonable accommodations to enable such employees to continue performing the essential functions of their jobs. Consistent with this policy, the City may modify job duties to comply with medical requirements or restrictions. Other accommodations, such as modification of work hours, more frequent breaks, seating accommodations, limits on lifting, relocation of a work area, providing mechanical or electrical aids, transfer to a less strenuous or less hazardous position, and/or allowing you to apply for a vacant position for which you are qualified or granting a leave of absence may be appropriate, depending upon specific facts and circumstances of individual situations.

Obviously, there are limits to the accommodations which we can realistically make. For example, where an accommodation would cause an undue hardship to the City, we would be unable to make the particular accommodation. Similarly, when placing an employee in a position, with or without accommodation, which would cause the employee to be a direct threat to the employee or others, we may be unable to place the employee in a particular position.

If you need to request a reasonable accommodation because of a disability, on-the-job injury or limitations due to pregnancy, childbirth, or a related condition, please notify Human Resources as described below. Human Resources will discuss the matter with you, investigate your request, and to the extent possible, attempt to reasonably accommodate you.

Any employee who has questions or concerns about reasonable accommodations in the workplace is encouraged to report these issues to the attention of Human Resources and/or the Assistant City Administrator. You can raise concerns and make reports and/or requests without fear of reprisal. Anyone who retaliates against any employee for reporting concerns or making accommodation requests will be subject to discipline, up to and including immediate termination.

Requesting Accommodations or Modified Job Duties

1. If you need reasonable accommodations or modified job duties due to a disability or to comply with medical requirements or restrictions, you shall contact Human Resources as soon as the need for such accommodation or modification is known or believed to exist.
2. Human Resources will require you to complete a "Request For Accommodations/Duty Modifications" form.

3. Human Resources will request medical documentation of your specific job-related functional limitations.
4. You or your medical provider will need to provide Human Resources with the medical documentation that clearly defines your specific job-related functional limitations.

The Assessment and Determination Process

1. Human Resources will review the medical documentation, identify potential accommodations with you during the interactive process and assess the effectiveness that each possible accommodation would have in allowing you to perform the essential functions of your job.
2. Human Resources will select and implement the accommodation that is the most appropriate for both you and the City. While your preference will be given consideration, the City is free to choose among equally effective accommodations and may choose the one that is least expensive, easiest to provide, or that imposes the least impact on day-to-day operations.
3. If needed, Human Resources will coordinate with our ADA Coordinator or other resources to obtain technical assistance as needed.
4. The City will provide accommodation only to the extent that such accommodation can be made without creating or being an undue hardship on the City, as provided by law.

The Appeal Process

1. If you are dissatisfied with accommodation, the modified duty process, or decision, you may file an appeal with the Assistant City Administrator within thirty (30) days from the date on which the Human Resources determination is rendered.
2. Your appeal must be submitted in writing and include the basis/reasons for the appeal and any and all information supporting the appeal position.
3. The Assistant City Administrator shall have fifteen (15) business days in which to render a decision. The decision of the Assistant City Administrator shall be final.

WORKPLACE BREASTFEEDING ACCOMMODATION POLICY

The City of Alpharetta recognizes the importance of breastfeeding and supports the accommodation of mothers who choose to continue breastfeeding, nursing or expressing milk after their return to work.

Covered Employee

For the purpose of this policy, "Covered Employee" shall mean any person currently employed by the City of Alpharetta in a full or regular part-time position.

Notification

1. Supervisor's responsibility

As part of procedure for applying for maternity leave, mothers should be provided this policy and the request for breastfeeding form by the City.

Upon receipt of request for accommodations for breastfeeding, the City must take the necessary steps to ensure that accommodations are made prior to employee's return to work. It is recommended that the City discuss accommodations and schedule adaptation with the employee prior to the return to work date.

2. Employee's Responsibility

Employees need to inform their supervisor as early as possible of their intention to continue breastfeeding following maternity leave of absence. At least 4 weeks notice should be given. This provides the City time for all necessary arrangements to be made.

Maximum Accommodations/Schedule Adaptation

The accommodations for breastfeeding will expire one year from the date of birth of the child. If the mother discontinues breastfeeding, the employee is obligated to notify her supervisor immediately. Failure to notify the supervisor upon discontinuing breastfeeding and continuing to utilize the accommodations and/or schedule adaptation would be considered a policy violation subject to appropriate employment sanctions.

Flexible Scheduling

A breastfeeding employee shall be allowed a flexible schedule to express breast milk for her infant child. The time allowed will not exceed the normal time allowed for lunch and breaks. Break time must, if possible, run concurrently with any break time already provided to the employee. The City is not required to provide break time if to do so would unduly disrupt the City's operation. For time above and beyond normal lunch and breaks the employee may request use of available vacation benefit, early start time or leave for work later. All requests for time above and beyond normal lunch and breaks are subject to approval by the City based on operational needs.

Privacy/Accommodations/Designated Lactation Space

The City will make reasonable effort to provide a clean lockable private room (not a toilet stall or public restroom) or other location, in close proximity to the work area, where an employee can express her milk in privacy. The room should have a chair and accessible electrical outlets for an electric breast pump and if possible a small table. A clean water source for washing hands and rinsing out any nursing equipment must be available; a restroom or break room with a sink does satisfy this requirement. It is the employee's responsibility to keep the location clean after each use and remove any personal items.

Nursing Child

Bringing a child to the workplace is not recommended. However, a mother may elect to nurse her child during the scheduled breaks in the designated area. The mother will make the necessary arrangement with her supervisor and child care giver. The child care giver will meet at the designated location and time. It is important that these schedule times do not disrupt the operations of the City. It is the supervisor's discretion to determine if disruptions do occur and may terminate the direct nursing of child and provide accommodations for pumping only.

Storing Breast Milk

Breastfeeding women will provide their own containers and storage unit such as small ice chest or thermos from home. If breast milk is stored in a common refrigerator, the expressed milk container must be placed in a clean plastic box with lid, which has the mother's name on it, and placed on a high shelf in the shared refrigerator, not in the door panel. It is the employee's responsibility to remove expressed milk at the end of each day

OTHER CITY POLICIES AND PROCEDURES

PERSONNEL FILES

Upon request to Human Resources, you may inspect your own personnel file other than references. Inspections will be held in the Human Resources office in the presence of a member of the Human Resources team. The City does not allow you to remove personal records. Employees should alert Human Resources to any changes in your personal information so that we can keep our records up to date.

CHANGES IN PERSONNEL RECORDS

To keep your personnel records up to date, to ensure that the City has the ability to contact employees, and to ensure that the appropriate benefits are available, employees must promptly notify the City of any change of name, address, phone number, number of dependents, or other applicable information.

BUSINESS RECORDS

The City and its employees maintain various types of written and electronic records related to the City's business. All such records maintained on the City's premises and in the City's systems are considered to be City property and, thus, are subject to review or inspection by the City, its employees, or agents at any time without further advance notice. For these and other reasons, please do not use our computer systems or other business systems for personal matters or matters that are not related to the City's business. Furthermore, employees must remember that almost all City records are available to the public and others pursuant to open record laws.

UNAUTHORIZED RECORDING

To maintain the security of our premises and systems, the City prohibits unauthorized photography or audio and video recording by an employee. Do not use a cell phone or any other device to make any type of photograph or audio or video recording. Authorization for any type of recording requires the advance written approval of the Assistant City Administrator. Violation of this policy may result in discipline, up to and including immediate termination of employment. This policy is not intended to prohibit or chill employee rights protected by Section 7 of the National Labor Relation Act.

CONFIDENTIAL INFORMATION

Employees may, by virtue of their employment with the City, obtain access to sensitive, confidential, restricted and proprietary information about the City or its citizens that is not generally known or made available to the public and that the City has made reasonable efforts to keep confidential, including but not limited to financial records, vendor records and files, referral or mailing lists, credit card numbers, and similar information whether stored electronically or in paper format.

Such confidential information shall be used solely by employees in the performance of their job duties for the City and shall not be used in any other manner whatsoever during their employment. Employees shall not, without the prior written consent of the City, use, disclose, divulge, or publish to others any such confidential information acquired in the course of their employment. This prohibition expressly includes such information in electronic form. Such confidential information is the exclusive property of the City and under no circumstances whatsoever shall employees have any rights to use, disclose or publish to others such confidential information subsequent to the termination of their employment.

Unauthorized use or disclosure of confidential information may result in discipline, up to and including immediate discharge, prosecution, or other available action.

Upon termination, you must immediately deliver to the City any and all confidential information, whether stored electronically or in paper format, including but not limited to all copies of such documents prepared or produced in connection with your employment with the City that pertain to the City's business or your services for the City, whether made or compiled by you or furnished to you in connection with such services to the City. In addition, at termination, you must return to the City all of the City's non-confidential property, documents, or electronic information. Of course, you are allowed to keep any employment record related to your employment by the City.

This policy does not limit the common law and statutory rights of the City. Likewise, this policy does not limit (and will not be enforced so as to limit) your rights to discuss your wages, hours and other terms and conditions with others.

CONTACT WITH GOVERNMENTAL AGENCIES

Anyone who is contacted by a representative of a governmental agency or unit (which is not part of the City), including a process server, should not accept any document on behalf of the City and should not answer any questions on behalf of the City. The government representative should instead be referred immediately to the Assistant City Administrator. The purpose of this policy is to ensure that City management receives all information pertaining to the City at the earliest date possible so it may fulfill any obligation imposed upon it by law or regulation. This policy is not designed to prohibit an individual's cooperation with a government investigation.

BULLETIN BOARDS

The City maintains bulletin boards at various locations as an important information source. These bulletin boards are to be used solely to post information approved by the City regarding City policies, governmental regulations, and other matters of concern to all employees which are related to the employees' employment by the City. Please form a habit of checking the bulletin boards daily so that you will be familiar with the information posted there. No information may be placed on these bulletin boards without approval by Human Resources.

COMMUNICATION DEVICES

Communication devices include cellular telephones, smartphones, data cards, wireless modems, MiFi devices, digital tablets, pagers, and/or similar devices. These devices may be issued to employees by the City or may be the personal property of the employee. Employees in possession of City-issued communication devices must protect the devices from loss, theft or damage. If an employee chooses to bring a personal communication device to work, the City will not be responsible for the loss of or damage to the personal communication device.

City owned communication devices are for City business use only.

City owned smartphones (those with data plans) and digital tablets will be remotely managed by the Department of Information Technology. City users of these devices shall register their devices when requested, and to make no attempt to remove or alter profile or configuration settings pushed to their phones or digital tablets.

No City owned communication device is to be used outside the continental United States without prior permission from the users' Director or in the event of an emergency (note: just having your communication device turned on may incur roaming charges). If a Director approves such use by an employee, said Director shall immediately notify the Director of Information Technology of the approval. Employees who use their assigned communication device outside the continental United States may be required to pay for the international roaming charges at the discretion of the City.

No communication device that connects to the City network or receives Exchange information is to be altered or have its operating system replaced by using third party software.

Employees who drive a City vehicle or drive a personal vehicle for City business shall refrain from using any communication device while driving. If communication is necessary, employees are required to drive safely out of the flow of traffic and stop the vehicle before using the communication device. While certain City vehicles may be approved for hands-free communication devices, no personal calls may be answered while operating a City vehicle or City equipment or driving on City business. The only exception to this policy shall be for law enforcement personnel actively engaged in law enforcement activities requiring secure

communications (i.e. situations in which use of radio communications would compromise the law enforcement activity or compromise officer safety).

If you are responding to or working on an emergency scene as part of your job duties for the City, you may only use a personal communication device (including any recording or photo functions) if essential to the performance of your City job duties. You must use a City-owned device if at all possible to do so.

ELECTRONIC COMMUNICATIONS

This policy contains guidelines for Electronic Communications created, sent, received, used, transmitted, or stored using City communication systems or equipment and employee provided systems or equipment used either in the workplace, during working time or to accomplish work tasks. "Electronic Communications" include, among other things, messages, images, text data or any other information used in e-mail, instant messages, text messages, voice mail, fax machines, computers, smartphones (including Androids, iPhones and similar devices), telephones, cellular phones, including those with cameras, Internet access, and back-up storage, and information on a memory card, flash drive, or any other type of storage device. Given the degree of electronic devices and technology available, no list of electronic communications will be complete. In the remainder of this policy, all of these communication devices are collectively referred to as *Systems*.

Consent: Use of any City System is express consent to the terms of this and all other City policies as well as consent for the City to access, monitor, review, print, and distribute any communication contained in the Systems.

Acceptable Uses of Our Systems: Employees may use our Systems to communicate internally with co-workers or externally with citizens, suppliers, vendors, advisors, other business acquaintances, and the general public for business purposes. To maintain the efficiency of employees and our system, an employee must obtain Department Director pre-approval prior to sending an email to all City employees.

City Control of Systems and Electronic Communications: All Electronic Communications contained in City Systems are City records and/or property. Although an employee may have an individual password to access our Systems, the Systems and Electronic Communications belong to the City. The Systems and Electronic Communications are accessible to the City at all times including periodic unannounced inspections. Our Systems and Electronic Communications are subject to use, access, monitoring, review, recording and disclosure without further notice. Our Systems and Electronic Communications are not confidential or private.

The City's right to use, access, monitor, record and disclose Electronic Communications created by any employee without further notice applies equally to employee-provided systems or

equipment used in the workplace, during working time, or to accomplish work tasks. Even items that have been “deleted” can be traced and recovered.

Non-permanent employees or volunteers working for the City will not be allowed direct access to City Systems. At the discretion of the Director of Information Technology, an exception can be made on a temporary basis for a non-permanent employee or volunteer of the City at the request of a Department Director citing the need for the individual to have access to City Systems to perform necessary work for City purposes. All of the requirements cited in the Electronic Communications of this handbook are applicable to the non-permanent employee or volunteer who uses City Systems.

Personal Use of Our Systems: Personal communications in our Systems are treated the same as all other Electronic Communications and will be used, accessed, recorded, monitored, and disclosed by the City at any time without further notice. Since all Electronic Communications and Systems can be accessed without advance notice, you should not use our Systems for communication or information that you would not want revealed to third parties. Personal use of our System should be limited to non-working time, and must be conducted in such a manner that it does not affect smooth System operation or use a disproportional amount of the System’s functional capacity.

Use of Employee-Owned Devices: You may own various types of personal electronic devices such as iPods, earphones, wireless ear pieces, MP3 players, music players, video devices, cell phones, etc. You may only use such items during working time in a manner appropriate for your job duties and expected productivity. Certain activities are never appropriate during your work time (other than lunches and breaks). For example, listening to music, watching videos, wearing earphones or listening devices, text messaging which is not business related, etc. Given the extent of devices and technology available, no list of unprofessional conduct will be complete and you should know that the City may prohibit the use of any device at any time. The City expects you to be focused on working, working safely, appearing professional at all work times, and being as productive as possible.

Confidential Information: Confidential and/or proprietary information may only be used on City Systems. Confidential and/or proprietary information may not be downloaded, saved, or sent to a personal laptop, personal storage device, or personal email account under any circumstances without advance written approval. Confidential information does not include your wages, hours or working conditions.

Prohibited Uses of Our Systems: You may not use our Systems in a manner that violates our policies, including, but not limited to No Harassment, Equal Employment Opportunity, Confidential Information, Business Records, and No Solicitation. You may not use our Systems in any way that unreasonably compromises your productivity or the overall integrity or stability of the City’s Systems, or would be considered obscene or offensive. Examples of prohibited uses include, among other things, sexually-explicit messages, images, cartoons or jokes, propositions

or love letters, ethnic or racial slurs, or any other message or image that may be in violation of City policies.

In addition, employees shall not use our Systems:

- To download, save, send or access any material which may be considered defamatory, discriminatory or obscene;
- To download, save, send or access any music, audio or video file unless necessary for business;
- To download anything from the internet (including shareware or free software) without the advance written permission of the Director of Information Technology or his or her designee;
- To download, save, send or access any site or content that the City might deem "adult entertainment;"
- To access any blog or otherwise post a personal opinion on working time;
- To text message or instant message for non-business purposes on our System on working time;
- To attempt or to gain unauthorized or unlawful access to computers, equipment, networks, or Systems of the City or any other person or entity;
- In connection with any infringement of intellectual property rights, including but not limited to copyrights;
- In connection with the violation or attempted violation of any law; and
- To transmit sensitive or confidential or client material, such as pricing information or trade secrets.

Devices and Software: Employees or others shall not attach privately owned devices to the City computer networks, or to any City-owned systems. This includes printers, mobile devices, and any device that can be connected with a USB/Serial connection. If you believe you have extenuating reasons for connecting a privately owned device, you must obtain approval from your Department Director who, in turn, will secure the permission of the Director of Information Technology.

Likewise, no personal software of any kind can be loaded on City-owned equipment or systems. Only software purchased and provided by the City can be installed. If you believe you have extenuating reasons for installing your own software, you must obtain approval from your Department Director. The Department Directors must contact the Director of Information Technology prior to granting approval for a personal device or personal software.

Electronic Forgery: An employee shall not misrepresent, disguise, or conceal his or her identity or another's identity in any way while using Electronic Communications; make changes to Electronic Communications without clearly indicating such changes; or use another person's account,

mailbox, password, etc. without prior written approval of the person and without identifying the actual author.

Intellectual Property Rights: Employees must always respect intellectual property rights such as copyrights and trademarks.

System Integrity, Security, and Encryption: All Systems passwords and encryption keys must be available and known to the City. Employees shall not install password or encryption programs without the written permission of our Director of Information Technology or her/his designee. Employees may not use the passwords and encryption keys belonging to others. All passwords must be shared with management.

Applicable Laws: Numerous state and federal laws apply to Electronic Communications. The City will comply with applicable laws. Employees also must comply with applicable laws and should recognize that an employee could be personally liable and/or subject to fine and imprisonment for violation of applicable laws.

Consequences of Policy Violations: Violations of this Policy may result in disciplinary action up to and including **immediate termination of an employee's employment as well as possible civil liabilities or criminal prosecution.** Where appropriate, the City may advise legal officials or appropriate third parties of policy violations and cooperate with official investigations. The City will not, of course, retaliate against anyone who reports possible policy violations or assists with investigations.

Questions: If you have questions about the acceptable use of our Systems or the content of Electronic Communications, ask your Department Director for clarification in advance of using our system.

SOCIAL NETWORKING AND ELECTRONIC MEDIA

The following is the City of Alpharetta's social networking and electronic media policy. The absence of, or lack of explicit reference to a specific site does not limit the extent of the application of this policy. Where no policy or guideline exists, employees should use their professional judgment and take the most prudent action possible. Consult with your manager or supervisor if you are uncertain. This policy is not intended to prohibit or chill employee rights protected by Section 7 of the National Labor Relation Act.

Personal Use of Social Media:

1. Social media activities must not interfere with work duties and responsibilities. Please refer to the "Electronic Communications" section of the Employee Handbook for additional restrictions regarding personal use of City of Alpharetta systems.

2. The online presence of employees reflects upon the City of Alpharetta. Be aware that your actions captured via images, posts, and / or comments can impact the public's view of you and of the City of Alpharetta and can impact the ability to effectively carryout the business of the City.
3. Do not reference or site City of Alpharetta officials, citizens, vendors, customers, or partners without their expressed written consent. Please refer to the "Confidential Information" and the "Ethics and Conduct" section of the Employee Handbook for additional restrictions and guidelines.
4. At no time may the City of Alpharetta logo or other trademarked images be used.

Violations of these policies and / or any online activity that interferes with the ability to conduct the business of the City of Alpharetta may result in disciplinary action up to and including termination of employment.

Use of Social Media for Official Communications and Business: City of Alpharetta departments may utilize social media and social network sites to further enhance communications with various stakeholder organizations in support of City goals and objectives. City officials and City organizations have the ability to publish articles, facilitate discussions and communicate information through various media related to conducting City business. Social media facilitates further discussion of City issues, operations and services by providing members of the public the opportunity to participate in many ways using the Internet.

Definitions:

For the purpose of this City of Alpharetta Policy Regulating the Use of Social Media for Official Communications and Business, the following terms are defined as provided below:

1. Social Media: Social media is content created by individuals using accessible and scalable technologies through the Internet. Examples of social media include Facebook, blogs, RSS, YouTube, Twitter, LinkedIn, Flickr, etc.
2. Blog: (an abridgment of the term web log) is a City of Alpharetta website with regular entries of commentary, descriptions of events, or other material such as graphics or video.
3. City of Alpharetta author: An authorized City of Alpharetta official that creates and is responsible for posted articles and information on social media sites (see definition of "Article" below).
4. Article: An original posting of content to a City of Alpharetta social media site by a City of Alpharetta author (see definition of "Author" above).
5. Commenter: A City of Alpharetta official or member of the public who submits a comment for posting in response to the content of a particular City of Alpharetta article or social media content.

6. Comment: A response to a City of Alpharetta article or social media content submitted by a commenter.
7. City of Alpharetta moderator: An authorized City of Alpharetta official, who reviews, authorizes and allows content submitted by City of Alpharetta authors and public commentators to be posted to a City of Alpharetta social media site.

Policy:

The use of social media as a tool for official communication by City of Alpharetta officials and representatives shall adhere to the following rules and guidelines:

1. All City of Alpharetta social media sites shall be:
 - a. Approved by the Assistant City Administrator and the requesting Department Director; and
 - b. Published using approved City social networking platform and tools; and
 - c. Administered by the City Office of Public Information or their designee. Designees can be any department employee or volunteer designated by the requesting Department Head and approved by the City Web Administrator that has a complete understanding of this policy and has appropriate content and technical experience.
2. All City of Alpharetta social networking sites shall adhere to applicable state, federal and local laws, regulations and policies including all City records retention and other applicable policies.
3. City of Alpharetta social networking sites are subject to Georgia Open Records Laws. Relevant City of Alpharetta and Georgia records retention schedules apply to social networking content. Records required to be maintained pursuant to a relevant records retention schedule shall be maintained for the required retention period in a format that preserves the integrity of the original record and is easily accessible using the approved City platforms and tools.
4. All social network sites and entries shall clearly indicate that any articles and any other content posted or submitted for posting are subject to public disclosure.
5. Content submitted for posting that is deemed not suitable for posting by a City of Alpharetta social networking moderator because it is not topically related to the particular social networking site objective being commented upon, or is deemed prohibited content based on the criteria in Policy: Item 8 of this policy, shall be retained pursuant to the records retention schedule along with a description of the reason the specific content is deemed not suitable for posting.
6. The City reserves the right to restrict or remove any content that is deemed in violation of this policy or any applicable law.
7. Each City of Alpharetta social networking site shall include an introductory statement which clearly specifies the purpose and topical scope of the blog and social network

site. Where possible, social networking sites should link back to the official City of Alpharetta website site for forms, documents and other information.

8. City of Alpharetta social networking content and comments containing any of the following forms of content shall not be allowed for posting:
 - a. Comments not topically related to the particular site or blog article being commented upon;
 - b. Profane language or content;
 - c. Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation;
 - d. Sexual content or links to sexual content;
 - e. Solicitations of commerce;
 - f. Conduct or encouragement of illegal activity;
 - g. Information that may tend to compromise the safety or security of the public or public systems; or
 - h. Content that violates a legal ownership interest of any other party
9. All City social networking moderators shall be trained regarding the terms of this City of Alpharetta policy, including their responsibilities to review content submitted for posting to ensure compliance with the policy.
10. All social networking sites shall clearly indicate they are maintained by the City of Alpharetta and shall have City of Alpharetta contact information prominently displayed.
11. Where appropriate, City Information Technology security policies shall apply to all social networking sites and articles.
12. Employees representing the City government via social media outlets must conduct themselves at all times as a representative of the City and in accordance with all human resource policies.
13. Employees found in violation of this policy may be subject to disciplinary action, up to and including termination of employment.

Blog Standards:

Comments submitted by members of the public must be directly related to the content of the articles. Submission of comments by members of the public constitutes participation in a limited public forum. City of Alpharetta blog moderators shall allow comments that are topically related to the particular article being commented and thus within the purpose of the limited public forum, with the exception of the prohibited content listed in Policy: Item 8 above.

1. Author and Commenter Identification
 - A. All City of Alpharetta blog authors and public commentators shall be clearly identified. Anonymous blog postings shall not be allowed.
 - B. Enrollment of public commentators shall be accompanied by valid contact information, including a name, address, and email address.
2. Ownership and Moderation
 - A. The content of each City of Alpharetta blog shall be owned by and the sole responsibility of the department producing and using the blog.
 - B. Documents and articles submitted to a City of Alpharetta blog shall be moderated by an authorized and trained blog moderator.
3. Blog Comments & Responses
 - A. All blog articles and comments shall be reviewed and approved by an authorized blog moderator before posting on a City of Alpharetta blog.
 - B. All blog articles and comments submitted for posting with attached content shall be scanned using antivirus technology prior to posting.
 - C. The linked content of embedded hyperlinks within any City of Alpharetta blog articles or blog comments submitted for posting shall be evaluated prior to posting. Any posted hyperlinks shall be accompanied by a disclaimer stating that the City of Alpharetta guarantees neither the authenticity, accuracy, appropriateness nor security of the link, web site or content linked thereto.

Employee Guidance for Official Participation in Social Networking:

The City of Alpharetta understands that social networking and Internet services have become a common form of communication in the workplace and among stakeholders and citizens. Social networks are online communities of people or organizations that share interests and/or activities and use a wide variety of Internet technology to make the interaction a rich and robust experience. Employees that choose to participate in social networks in their official capacity as a City employee shall adhere to the following guidelines:

1. City policies, rules, regulations and standards of conduct apply to employees that engage in social networking activities while conducting City business. Use of your City e-mail address and communicating in your official capacity will constitute conducting City business.
2. City employees shall secure the written permission of their Department Director and the Assistant City Administrator prior to creating a social networking site or service to conduct City business.
3. Departments have the option of allowing employees to participate in approved, existing (see Employee Guidance for Participating in Social Networking: Item 2) social

networking sites as part of their job duties. Department Directors may allow or disallow employee participation in such social networking activities in their departments.

4. Protect your privacy, the privacy of citizens, and the information the City holds. Follow all privacy protection laws, (e.g. HIPPA) and protect sensitive and confidential City information.
5. Follow all copyright laws, public records laws, retention laws, fair use and financial disclosure laws and any others laws that might apply to the City or your functional area.
6. Do not cite vendors, suppliers, clients, citizens, co-workers or other stakeholders without their approval.
7. Do not use ethnic slurs, profanity, personal insults, or engage in any conduct that would not be acceptable in the City's workplace. Avoid comments or topics that may be considered objectionable or inflammatory.
8. Correct your mistakes, and don't alter previous posts without indicating that you have done so. Frame any comments or opposing views in a positive manner.
9. Add value to the City of Alpharetta through your interaction. Provide worthwhile information and perspective.

INSPECTION OF WORK AREA

You are reminded that permission to bring items, such as bags, onto City property is conditioned on agreeing to inspection by the City upon request. Therefore, the City may search, without further advance notice, desks, cabinets, toolboxes, vehicles, including personal vehicles brought onto City property, bags or any other property on City premises or in City vehicles. Employees have no right of privacy with respect to City property or items in or on City property. The City may conduct reasonable searches to the extent allowed by applicable law.

The City will explain to you the reasons and grounds for the search and request your consent to the search. Searches will be conducted by the City Police Department in a manner that minimizes any intrusions into your privacy. No search will be conducted if you refuse to consent to the search, but your refusal to cooperate with search efforts will result in immediate termination.

WEAPONS AND DANGEROUS INSTRUMENTALITIES

Except as otherwise stated in this handbook, ammunition, explosives, weapons or dangerous instrumentalities of any kind are prohibited on City property (except as expressly allowed by Georgia Law) and in City vehicles at any time. Likewise, no employee should possess any ammunition, explosive, other weapon or dangerous instrumentalities at any time while performing

any work for the City. Although the City retains the right to determine the scope of this paragraph on other weapons and the terms contained in it, "possess" as used in this policy generally means to have on your person, in your vehicle or any vehicle assigned to you, or in other property in your presence or under your control (such as bags, packages, purses, briefcases, desks, toolboxes, lockers, etc.), while on City premises or while you are at work for the City.

Any violation of this policy may subject an employee to discipline, up to and including immediate termination. Employees who have any questions concerning the application of this policy should consult their supervisor immediately.

FIREARMS

The City prohibits employees and all other persons (other than law enforcement and authorized security personnel) from having firearms in working areas, in buildings or on their person during working time or while performing work. Firearms are prohibited on all City property and in City vehicles. The only exception to this rule is that a person with a current Georgia license to carry a firearm may keep a firearm in his/her personal vehicle so long as it is kept out of sight in a locked, enclosed compartment or area of his or her vehicle in the City's parking lot. Anyone who has a license to carry a firearm and will have the firearm on City property must notify the City and provide a copy of his or her license.

Failure to provide the City with a copy of a current firearm license, to properly secure and protect a firearm or to comply with this policy may subject an employee to discipline, up to and including immediate termination. Employees who have questions concerning the application of this policy, should consult their supervisor immediately.

PARKING LOTS AND ROADWAYS

Employees must park their vehicle(s) in the areas designated for employee parking. If you have any questions as to where you should park, please ask your supervisor.

You may not park in areas marked for visitors, handicap (without a valid permit), non-parking, and non-authorized places. Employees found parking in a restricted area will be subject to disciplinary action and being towed.

The City prohibits speeding or operating a motor vehicle in a reckless manner on City property or City time. Speeds on City property must not exceed ten (10) miles per hour. City roadways and parking lots are considered as much a part of the City complex as the inside of a building, and you are subject to all City rules in City roadways and parking lots.

SAFETY

The health and well-being of all employees are foremost among our concerns. You must follow common-sense safety practices. You must also correct or report any unsafe condition, or defective or malfunctioning tool or equipment to your supervisor. All employees must cooperate with the City in maintaining safe working conditions. The City's Safety Manual is available in the Risk & Safety Department. Please ask your Department Director for additional safety information.

All employees are required to adhere completely to all City and OSHA safety requirements, as well as state and federal laws and insurance company requirements. Failure to comply with safety requirements will result in discipline, up to and including immediate termination.

Basic rules include:

- Do not remove guards or other safety devices, except pursuant to proper maintenance and repair guidelines.
- Never operate equipment without required grounding.
- Do not attempt to service, clean or grease a machine which is running, except as may be safely required.
- Promptly report all hazardous conditions, broken equipment, or unsafe practices to your supervisor.
- Wear a seat belt at all times in a running vehicle.
- Follow all safety rules and only operate equipment for which you have been trained.
- Use personal protective equipment (PPE) when required.
- Use safe lifting techniques.
- Report all accidents immediately to your supervisor.
- Refrain from horseplay and practical jokes.
- Follow lock out - tag out rules.
- Adhere to OSHA, insurance, and other legal requirements.

REPORTING OF ACCIDENTS AND HAZARDS

All accidents – including those which do not involve serious injury and those involving the public - must be reported immediately to your Department Director. Supervisors, in turn, are required to notify the Finance Department – Risk Management Division. Likewise, immediately report any unsafe conditions, defective tools or equipment, or other hazards to your supervisor. Each employee is expected to assist the City in maintaining safe conditions.

SEVERE WEATHER AND EMERGENCIES

The continuity of critical operations / services during adverse weather or other emergency conditions is essential. Departments may be required to maintain the minimum level of staffing needed to provide such services. Under conditions of emergencies and or closings, essential employees may be required to work when other employees are not required to work, regardless of the weather and regardless of whether the City is "closed."

Department Directors and/or their designee are responsible for defining and posting a list of essential employees and notifying those employees of their "essential" status in a given situation. During an emergency and/or closing an employee that is not listed on the standing "essential personnel staffing list" may still be designated as essential and must report to work. (NOTE: An employee may be designated as essential in one given situation (e.g. flood) and non-essential in another situation (e.g. ice storm). The decision to designate an individual as essential is determined by the Department Director or his / her designee.)

Employee Notification: In the event of severe weather and/or other emergencies, employees should check the City website and listen to local newscasts for delayed opening or closing information. Unless otherwise notified by these means or direct communication from the City of Alpharetta, all personnel are to assume that the City will be open for business regardless of any weather or other emergency condition. Non-essential employees should make every effort to report to work when the City is open unless your personal safety or the safety of your family is at risk. A non-essential employee who is not able to report to work must follow the normal "call-in" procedures to report her / his absence. If a non-essential employee makes every effort to safely report to work and notify his / her supervisor of his / her absence according to the normal "call-in" procedures, the absence will be excused and the time charged against the employee's available PTO balance.

Closings and Delayed Openings

1. Full Closing – If City offices are fully closed, employees who are not designated as essential will be excused from work. Essential employees may be required to report to work. Essential employees who do not report to work during closed status when required to do so will be placed on unauthorized leave without pay status and may be subject to disciplinary action up to and including termination of employment.
2. Early Closing – If City offices are closed early, employees who are not designated as essential will be excused from work. Essential employees may be required to remain at work. Essential employees who do not remain at work when required to do so during closed status will be placed on unauthorized leave without pay status and may be subject to disciplinary action up to and including termination of employment.
3. Delayed Openings – If the opening of City offices is delayed, essential employees may be required to report to work for normal or extended work hours. All non-essential personnel are expected to report at the announced / broadcast time. If an employee reports later than the announced / broadcast opening time, the employee will be charged PTO time

for the period of absence between the delayed opening time and the time the employee actually reports for duty.

4. In the event that the opening of offices is delayed, non-essential personnel that work flexible schedules will revert back to the standard City work schedule. For example, if the employee's flexible schedule is from 7:00 AM to 4:00 PM and City offices open at 10:00 AM, the employee would report for work from 10:00 AM until 5:00 PM. If the employee leaves earlier than 5:00 PM, the difference in hours will be charged against the employee's available PTO balance.
5. Partial Closings / Locations – If the emergency or other circumstance is limited to a portion of City offices, employees may be relocated to an unaffected designated area of the City. Employees who fail to report to the designated location may be placed on unauthorized leave without pay status and may be subject to discipline up to and including termination of employment.

Compensation: Non-exempt employees who are required to work during a severe weather or other emergency event will receive regular pay for their hours worked. Non-exempt employees who work in excess of the allowed hours for their work cycle will be paid per the City's standard overtime pay policies. Exempt employees who are required to work due to the severe weather or other emergency are not eligible for overtime payment.

If City offices are closed, all employees who, due to the severe weather or emergency event, were not required to work will receive regular pay for the day or shift.

In the event of a delayed opening or early closing of City offices, non-essential employees who work for the portion of the day for which City offices are open will be paid for the full work day.

Paid Time Off (PTO): In the event that City offices are closed or subject to delayed opening or early closing due to a severe weather or emergency event, non-essential employees who are on pre-approved leave will have PTO time charged against their available PTO balance for the time in which the City is officially closed.

For essential employees, the Emergency Management Director or Department Directors are authorized to cancel previously approved leave in order to ensure that such essential employees are available for work during the emergency period.

USE OF CITY PROPERTY AND EQUIPMENT

Employees are expected to learn and follow all operating instructions, perform preventive maintenance, where applicable, and observe all safety practices. If you are unsure about the proper operation or maintenance of the City's property or equipment, ask your supervisor. Property and equipment that appears damaged, defective, unsafe, or in need of repair should be reported promptly to your supervisor.

Employees causing damage to the City's property and equipment may be subject to disciplinary action up to and including immediate termination. This includes loss or damage due to carelessness, negligence, improper use, or unsafe practices. Monetary reimbursement to the City may also be required if applicable.

VEHICLE AND DRIVING REQUIREMENTS

This policy is intended to provide a basic framework governing the use of City vehicles, and as such, cannot contain procedures governing every situation that might arise. As with your personal vehicle, driving is a privilege and not a right. *Where departments have more stringent procedures for the use of City vehicles, they shall take precedence over this policy if said procedures have been approved in writing by Human Resources and the Assistant City Administrator.*

Official Use:

City Vehicles shall be used only for official City of Alpharetta business. Official City business is defined as performance of job or operational requirements or travel to an employee's official duties. The employee may use a City vehicle for necessary personal business only when all of the following conditions exist:

1. The employee is in route between locations for official City business or , as related to take-home vehicles, when in route between home and the workplace; and
2. The use is "de minimus" in time and value. Personal use is bound to limits of reasonableness and public responsibility.

City vehicles shall be driven over the most economically direct route, taking into account exceptions due to safety needs, road considerations, vehicle capabilities, and traffic considerations.

Assignment of City Vehicles:

The assignment of City vehicles shall fall into one of the following criteria and be subject to the requirements and guidelines noted.

1. Daily / Temporary Vehicle
Departments that have been provided City vehicles may assign employees vehicles for daily or temporary use for the purpose of conducting City business. Only City employees who have received permission from their Supervisor and/or Department Director shall drive City vehicles. Departments shall assign such vehicles in a manner consistent with operational requirements and workload.
2. Standby Vehicle

Those employees assigned on-call duty, or who expect to be called back to work, or who return to work before the next regular workday may temporarily take vehicles home. In no circumstances shall commuting be allowed on a regular basis except as authorized by the Take-Home Vehicle section outlined below.

3. Take-Home Vehicle

An employee who is assigned a take-home vehicle may drive the vehicle to and from her/his home only when one of the following conditions exists:

- a. The employee is a law enforcement officer performing duties related to public safety. Law enforcement personnel should also consult current Department of Public Safety policies and procedures for rules and regulations that are not addressed in this policy.
- b. The employee is on 24-hour call as part of her / his work duties and the vehicle is essential for the performance of those duties.
- c. The employee needs a vehicle after the completion of the regular workday to complete City business on the same day or before her / his usual work hours.
- d. The employee is engaged in authorized travel outside of the City (e.g. authorized training, seminars, etc.).
 - 1) Requests for vehicles for travel should be made to the requesting employee's Department Director at least one (1) week in advance of the anticipated need, if possible.
 - 2) The vehicle shall be returned immediately upon completion of the authorized travel.
 - 3) The driver must clean the interior of the vehicle and notify her / his Department Director of any malfunctions or repairs needed.
 - 4) The employee should consult the City's Travel Policies for a listing of reimbursable expenses.
- e. By virtue of her / his position, the employee has been approved and authorized for take-home vehicle use by the City Administrator.

Take-home vehicles may be assigned only to those employees who live within a 30-mile radius from Alpharetta City Hall. In the case of uniformed Public Safety Officers, the maximum radius shall be established in the policies of the Department of Public Safety, upon approval of said policy by vote of City Council. If an employee who has been assigned a take-home vehicle relocates such that her / his home is outside of that radius, the assignment of the take-home vehicle shall be rescinded.

Take-home vehicle assignments will be made in writing by the Department Director and approved by the Director of Finance and the Assistant City Administrator. The Department Director shall in her / his request address the rationale for the request and how the request meets the criteria listed above. The City Administrator, Assistant City

Administrator, or the Department Director may rescind the assignment of a take-home vehicle(s) at any time.

When an employee assigned a City take-home vehicle takes PTO or is on extended sick leave, the Department Director or Assistant City Administrator shall determine whether or not that vehicle shall remain on City property during the absence. This is to ensure the safety of the vehicle and to make it available to other employees during that time.

General Guidelines and Requirements:

The following general rules and guidelines pertain to all use of City vehicles as well as to an employee who may drive a personal vehicle for City business. Violation of any of these or any departmental vehicle rules may result in discipline up to and including immediate termination.

1. Driver's License:

All employees who drive as part of their job duties must have a valid driver's license for the state in which the employee resides. Any employee whose driver's license is suspended or revoked must report the suspension or revocation to the Risk/Safety Administrator within 24 hours of the suspension or revocation.

2. Damage to City Vehicles

If a City vehicle incurs any damage while under the charge of a particular employee, that employee must report the damage immediately and may be responsible for paying for some or all of the repair costs, to be determined in the City's sole discretion.

3. Traffic Citations:

If an employee receives a citation for any violation while operating a City vehicle or a personal vehicle while on City business, the employee is responsible for paying any fine or penalty incurred and may be subject to discipline, up to and including immediate termination. All such violations or citations must be reported to your Department Director immediately. Failure to immediately report a violation or citation may result in discipline, up to and including immediate termination.

4. Alcohol and Drugs:

Drinking alcoholic beverages or otherwise violating the drug and alcohol policy is prohibited in a City-owned vehicle or in a personal vehicle while on City business. Violation of this rule may result in disciplinary action, up to and including immediate termination.

5. Unacceptable Driving Records:

For employees who drive vehicles in the course of their duties, an accident, a citation for D.U.I., D.W.I., or any other serious driving violation or citation (**even those occurring off-duty**) may create an unacceptable driving record. An unacceptable driving record may result in an employee not being allowed to drive a City vehicle or other discipline, up to and including immediate termination.

6. Seatbelts:

All employees must wear a seatbelt while driving or riding in any vehicle, either personal or City-owned, while going to or from work, and at all times while performing City business. Furthermore, the City encourages all of its employees to wear seatbelts at all times, as required by state law.

7. Motor Vehicle Record Checks:

For employees who drive vehicles in the course of their duties, the City will check motor vehicle records ("MVR") of all applicants prior to making them offers of employment and of all current employees at least once each year. As part of the hiring process, applicants will be required to sign a written consent form allowing the City to check their MVR **at any time** prior to or during their employment.

8. Reporting of Traffic Incidents:

Employees who drive either personal or City vehicles in the course of their duties must report in writing to their supervisor any citation, D.U.I., D.W.I., violation or accident ("incidents") that occur at any time (on or off duty) after beginning employment with the City. Failure to report such incidents within forty-eight (48) hours of occurrence (i.e., accident or receipt of citation, not conviction on the charges) may result in discipline, up to and including immediate termination.

9. Federal Motor Carrier Safety Requirements (FMCSR's) for Designated Truck Drivers:

Some truck drivers must undergo a DOT physical and obtain a commercial driver's license prior to driving trucks. DOT drivers must maintain their commercial driver's license. Additionally, delivery vehicles can never be used to carry passengers.

10. Use Of City Vehicles By Employees On Light / Restricted Duty:

Employees who have been placed by the City on modified duty (also described as light or restricted duty) based upon the recommendation of a medical care provider shall not operate City of Alpharetta motor vehicles during the period for which the modified duty remains in effect. If it is believed that an exception to this policy should be made, the employee's Department Director shall submit to the Assistant City Administrator and the Director of Finance a written request for consideration of waiver. Any decision to grant such waiver shall be solely at the discretion of the Assistant City Administrator and the Director of Finance and shall be made on a case-by-case basis.

WORKPLACE CHEMICALS

The City maintains a Hazard Communication Program aligned with the Globally Harmonized System of Classification and Labeling of Chemicals ("Hazard Communication") which includes lists of all chemicals with which you work which may in any way be hazardous. The City also maintains copies of Material Safety Data Sheets (MSDS) on each chemical, which explain how to safely work with that chemical, and a written description of our program. The City will provide training before you are assigned to work with or be exposed to a chemical that OSHA has declared "hazardous" in any way. Before you start a job using chemicals, you should always read container labels or consult with your supervisor about the MSDS, including what, if any

safety equipment you should use. Employees should evaluate any unusual or non-routine task for chemical hazards and discuss with your supervisor or manager if necessary. Immediately notify your supervisor of any chemical containers which are leaking, are unlabeled, or where you are uncertain of how to dispose of a chemical.

If you buy new chemicals, always obtain a copy of the MSDS and give it to your supervisor before you use the chemical.

Copies of our Hazard Communication materials may be obtained from your Department Director.

WORKPLACE SECURITY

To provide a safe workplace for City employees and to provide a comfortable and secure atmosphere for the people with whom we do business, the City will not tolerate any violent acts or even threats of violence.

On City premises: Any employee who commits or threatens to commit any violent act against any person while on City premises will be subject to immediate termination. The City premises includes our roadways and parking lots. Of course, special rules may apply to the City's Public Safety employees.

Off City premises: Any employee who, while engaged in City business off the premises, commits or threatens to commit any violent act against any person will be subject to immediate termination. Even when off the premises and not involved in City business, an employee who commits or threatens to commit a violent act against another person will be subject to immediate termination, if that threat or violence could adversely affect the City or its reputation in the community. Of course, special rules may apply to the City's Public Safety employees.

Reporting/investigation procedure: Any employee who is threatened with or subjected to violence, or who becomes aware that another individual has been threatened with or subjected to violence, should immediately notify his or her supervisor or someone else in management. Employees are urged to take all threats seriously. Reports of threats or violence will be carefully investigated; employee confidentiality will be maintained to the fullest extent possible; and, when necessary, appropriate action taken to insure the continued safety of all employees and the public.

IDENTIFICATION

All employees are issued a photo ID that must be maintained on your person at all times during work hours. These identification badges must be safeguarded and must be returned immediately at the end of employment.

Employee photo ID badges will be updated on or about the conclusion of each five-year employment period (i.e. an employee's 5, 10, 15, etc. year anniversary). Each employee shall report to Human Resources within 30 days of their qualifying anniversary date, at which time a new employee photo will be taken and new identification issued.

In the event you lose or misplace your City-issued photo ID, you must notify your supervisor and Human Resources on the same day or next business day. Human Resources will issue a new photo ID. Employees who lose or misplace more than one photo ID in any 12-month period will be required to pay for the replacement.

KEYS

Employees who need keys to an office, locked cabinets or other secured storage or equipment will be issued those keys by a Department Director. Keys must be safeguarded and must be returned immediately at the end of employment.

The City prohibits making duplicate sets of keys or letting someone borrow a key assigned to you for any reason. In the event you lose a key, immediately notify your Department Director. If you are responsible for the loss of a key that results in the lock being re-keyed, you may be asked to pay the cost.

PERSONAL APPEARANCE

Our City's professional atmosphere is maintained, in part, by the image we present to our co-workers and the public. We expect all employees to present a neat, well-groomed appearance and a courteous disposition. These qualities go further than any other factor in making a favorable impression on the public and your co-workers.

You must dress in a businesslike manner and avoid extremes in dress. Flashy, skimpy or revealing clothing is unacceptable. Examples of inappropriate dress include: jeans, shorts, miniskirts (more than 3" above the knee), leggings, sweatpants, sweatshirts, t-shirts, short tops, halter tops, backless tops, sleeveless tops, tennis shoes (except as authorized by Human Resources), sandals, extremely high heels, and hats (except as required for sun protection.)

Clothing must fit properly. No article of clothing can be too tight or too baggy. Of course, no clothing should have holes or be see-through. Clothing worn to work must not expose your cleavage, back, midriff, stomach, backside, or undergarments at any time, including when bending over, lifting above your head, or any other movement. Naturally, all clothing must be properly laundered and pressed. The City, in its sole discretion, will determine when clothing does not meet all requirements of the Personal Appearance Policy.

Employees provided with City uniforms should keep them in neat and clean condition. Employees provided with City uniforms must wear them at all times when on duty.

Good personal hygiene is also important in terms the public's favorable opinion and in terms of your respect for your co-workers. Accordingly, you are expected to come to work in a clean condition.

We also want to meet the public's expectations in terms of the City's image and style. Thus, for our employees who have contact with the public, we limit the types of tattoos and piercings that may be visible. No employee may have a visible tattoo that might be offensive to the public or is a violation of our No Harassment Policy. Any employee who might have such a tattoo must keep it covered while at work or while representing the City. Likewise, we do not want to appear extreme by the number or locations of piercings visible. As with articles of clothing, the City will determine whether particular tattoos or piercings (including earrings) should not be visible. Please know that if tattoos or piercings are not in keeping with the image that the City chooses to present to its citizens, you may be required to cover the tattoo and cover/remove the piercing.

"Business" attire is the recommended year round dress during normal business hours and should be worn when scheduled meetings with the public, business associates or other professionals merit the need. Appropriate "Business" Attire: blazers, suits, or sports coats; tailored dress pants; dresses, skirts; blouses; ties; dress shirts; dress shoes; and socks.

While "Business" attire is the preferred dress, "Business Casual" attire may be worn at your discretion providing the attire meets the elements of this policy and you do not anticipate meeting with the public in a professional setting or capacity. Appropriate "Business Casual" Attire: slacks (e.g. Dockers); pants; blouses; sweaters/cardigans; collared shirts; and skirts.

You are expected to observe our Personal Appearance Policy at all times while at work. Employees who report to work in unacceptable attire or appearance may be requested to leave work and return in acceptable attire or appearance. Such time away from work will be without pay for non-exempt employees. Violation of this policy may result in discipline, up to and including immediate termination.

Department Directors are responsible for insuring that the employee's in their respective departments project a professional image and adhere to our Personal Appearance Policy. Each Department Director will make, within the boundaries established above, the determination as to what is appropriate in his or her department based on the amount of contact with the public and safety considerations. You should understand that Department Directors may apply the policy differently and that you are responsible for following your Department Director's instructions.

WORK AREA APPEARANCE

We expect employees to maintain their work areas in a neat, professional, and acceptable manner. Each employee is expected to maintain the area in which he or she is working, and all employees are expected to maintain the common areas.

EMPLOYMENT OF RELATIVES

Familial and other personal relationships between City employees and / or between employees and elected or appointed officials can result in conflicts of interest, favoritism, perceptions of favoritism, and other negative impacts on the operations, morale, and image of the City of Alpharetta. It is the City's policy to prohibit relationships or employment situations which adversely affect the City in such manner.

For the purposes of this policy, the following terms and definitions apply:

First Degree of Relative: Spouse (including ex-spouse), children, and parents

Second Degree of Relative: Grandparents, grandchildren, brothers and sisters, direct in-laws

Employment: Refers to employees, independent contractor status, and includes full-time, part-time, temporary, or any other basis of employment or engagement whether compensated or uncompensated

1. No relative within the first or second degrees by blood or by marriage to any elected official of the City of Alpharetta may be employed by the City.
2. No relative within the first or second degrees by blood or by marriage to the City Administrator, Assistant City Administrator, City Clerk, any Department Director, or to any employee of the Human Resources or Finance Department may be employed by the City.
3. Individuals who are related by blood, marriage, or adoption shall not be permitted to be employed within the same City department
4. No relative by blood, marriage, or adoption to any employee of the Department of Public Safety may be employed within the Alpharetta Municipal Court, nor may any such relative of an employee of the Alpharetta Municipal Court be employed within the Department of Public Safety.
5. Individuals who are related by blood, marriage or adoption are permitted to work seasonal positions within the same City department, provided no direct reporting or supervisor to subordinate relationship exists or could exist. That is, no seasonal employee is permitted to work within "the chain of command" when one relative's work responsibilities, salary, hours, career progress or benefits could be influenced by the other relative

6. If the familial relationship of two employees changes in a manner contradictory to any provision of this policy then only one of the employees will be permitted to maintain her / his position with the City.
 - A. The decision as to which employee will remain in her / his position must be made by the two employees within thirty (30) calendar days of the date of the change in relationship status
 - B. One employee may apply to transfer to another position with the City that meets the provisions of this policy, if such position is available at the time
 - 1) It is not incumbent upon the City to create a position or take any action to accommodate the policy constraints
 - 2) The salary of any employee who is allowed to transfer may be affected by the transfer and will be determined based on the merits of the acquired position
 - 3) The employee may be required to serve an introductory or trial period identical to that served by a newly hired employee
 - C. If one of the employees has not received a qualifying transfer or has not terminated her / his employment by the end of the thirty (30) day calendar period, the City reserves the right to terminate the employment of either or both employees
 - D. Employees must notify Human Resources, within thirty (30) calendar days of the date of the change in relationship status, of any change in familial relationship that creates a conflict with any provision of this policy. Failure to provide such notification may result in disciplinary action up to and including termination of employment
7. Any situations of a nature conflicting with this policy and which are in existence on or before July 1, 2011 shall be allowed to continue for the purpose of the affected employees' current department only; excepting those situations in which the conflict may be negated by a change in work schedule.

NO DATING

Romantic or sexual liaisons that develop among employees or between employees and elected officials in the workplace may be potentially disruptive to our business. The City will intervene and discuss the romantic or sexual liaisons with involved employees and/or elected officials. The City may also take remedial measures, up to and including transfer or immediate termination, when the City decides that such action is in the City's best interests.

You are expressly prohibited from dating or becoming similarly involved with (for example a romantic or sexual relationship) anyone employed within or doing business with the department within which you are employed. Further, no employee may engage in such relationship with any contractor, vendor, or other person or persons doing business with the City if such relationship is deemed by the City to pose or present in any manner a conflict of interest or potential liability.

Managers, supervisors and elected officials are expressly prohibited from dating or becoming similarly involved with (for example a romantic or sexual relationship) any employee within their sphere of responsibility, or any employee of an entity funded in whole or in part by the City if the manager, supervisor or elected official serves on the board of the entity. In the event the City becomes aware of such a relationship, the supervisor or manager involved will be subject to immediate termination and the elected official will be subject to sanction subject to the City's code.

In the event the City becomes aware of such a relationship, the employee involved will be subject to immediate termination.

PERSONAL TELEPHONE CALLS AND VISITS

The City has a limited number of telephone lines, and we must keep these lines open for business calls. Therefore, we ask all employees to refrain from making or receiving personal calls, except for emergencies. Additionally, employees must limit personal cell phone use to non-working time such as lunch and breaks.

All visitors on City property are required to follow City rules. Any visitor who refuses to obey these rules will not be allowed to return. Visits to an employee by friends or relatives can be disturbing to our operations. We strongly discourage such visits during work hours.

PERSONAL MAIL

All mail delivered to the City is presumed to be related to our business and will be opened by the office and routed to your Department. Do not use a City address for your personal mail.

TOBACCO AND SMOKING

Employees are prohibited from using tobacco products (examples include but are not limited to cigarettes, e-cigarettes, cigars, chewing tobacco, snuff, pipes, etc.) in any form during work hours and/or when representing the City of Alpharetta. The use of tobacco products in any form on City property, within City facilities, and within City vehicles is strictly prohibited. For purposes of this policy, "City property" shall include any and all buildings owned, leased, rented and areas maintained by the City; any grounds, parking lots; and construction or worksites under City of Alpharetta control. Smoking is prohibited by law in any area where paint or other flammable materials may be present.

CITY BENEFITS

PAID HOLIDAYS

The City observes the following as official paid holidays:

New Year's Day
Martin Luther King Jr. Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve (1/2 Day)
Christmas Day
City Floating Holiday (determined by City Administrator)
Employee Floating Holiday *
(Eligible only if hired by January 1st)*

All regular, full-time and regular part-time employees are eligible for the 10 ½ official paid holidays. For each official paid holiday, all regular full-time exempt employees would receive an 8-hour benefit, regular full-time non-exempt employees (except those in the Public Safety Department – Fire Services Division) would enjoy a 7.5-hour benefit for Holidays that fall on Monday through Thursday and a 7.0 hour benefit for Holidays falling on a Friday; regular part-time employees (defined as working an average of 20 or more hours per week) enjoy a 4-hour benefit and the employees in the Public Safety Department – Fire Services Division would enjoy a 12 hour benefit. This benefit is paid whether or not the employee works on the holiday and is paid at the employee's regular hourly rate of pay, which is herein defined as the employee's regular holiday pay. For purposes of calculating overtime only, this benefit is considered hours worked, except as applied to an employee of the Public Safety Department who works a shift schedule. If you are a regular full-time employee working a departmentally approved flexible schedule you may need to rearrange your work hours to earn a complete full workweek.

An employee (regular full-time or regular part-time) who was employed on January 1 of any calendar year is eligible for the "Employee Floating Holiday." The eligible employee may select this holiday with the preapproval of his or her Department Director. The employee-determined floating holiday accrues each year on January 1 and must be taken as a full holiday benefit using contiguous hours. It must be used during the calendar year January 1 through December 31; unused Employee Floating Holidays do not accrue to the next year.

Part time, seasonal and temporary employees not scheduled to work, will not be paid for the official holiday.

For work required on an official paid holiday, excluding the employee's elective floating holiday:

- A non-exempt employee who is required to work on an official paid holiday (not necessarily the day the holiday is observed by the City) shall receive pay at 1.5 times the employee's regular hourly rate.
- An exempt employee, other than an exempt employee of the Public Safety Department who works a shift schedule, who is required to work on an official paid holiday shall be given alternative time off equal to the employee's regular holiday benefit. This alternative time off should be taken within the same pay period as the official paid holiday. An exempt employee of the Public Safety Department who works a shift schedule will receive their regular rate of pay for hours worked on the holiday.
- Part time, seasonal and temporary employees scheduled to work an official paid holiday will be paid the hours worked at their normal rate.

Any employee who is absent without the City's written approval on the scheduled workday before or after the holiday becomes ineligible for holiday pay. If a holiday falls during your vacation, you may arrange with your supervisor to take an alternate day off or receive pay for the holiday. If the holiday falls on a Saturday, then non-shift City employees will observe the holiday on the preceding Friday. If the holiday falls on a Sunday, then non-shift City employees will observe the holiday on the following Monday. Note that shift City employees experience the holiday on the actual calendar day on which the holiday falls.

PAID TIME OFF (PTO)

The City provides employees with Paid Time Off (PTO) from the routine of their regular job for rest, recreation, personal needs, illness, and/or medical treatment. PTO is intended to help employees maintain their personal outlook on life and work that will benefit them in their work and relationship with the City. The amount of PTO provided will be based on the employees scheduled base hours worked and their length of service with the City.

PTO Request/Approval: PTO can be used for any purpose, subject to necessary request and approval procedures (see Leave Request Form). PTO can be used in minimum 30-minute increments. At the employee's discretion, PTO can be used to supplement the pay difference of short and long term disability payments and worker's compensation; only up to the employee's regular wages. Requests for PTO, other than unexpected illness or injury, shall be approved at least one week in advance. Use of PTO time will be subject to approval by the Department Director or immediate supervisor. Employees who are on flex schedules will need to adjust PTO requests accordingly, since schedules may vary throughout the year. Approval shall be governed

by the needs of the City, with due regard to the employee's request.

PLEASE NOTE: If an exempt employee works fewer than four (4) hours of a full scheduled work day, the City will deduct the equivalent of the hours not worked from the exempt employee's available PTO balance.

Documentation: In case of absence due to illness or injury, the employee shall notify his or her supervisor or Department Director at least one hour prior to the employee's scheduled arrival. For any absence attributed to illness or a doctor's visit, the employee may be required to submit written evidence from an attending physician directly to the Human Resources department prior to returning to work indicating that the employee was seen by a health care provider and is released to return to work.

Eligibility: All regular, full-time employees, and all regular part-time employees defined as working 20 or more hours per week are eligible for PTO. The accrual of PTO time shall begin the first day of the month following the initial employment date. If the date of hire is the first day of the month, the new hire will receive the accrual for that month. Accrual rates are as follows:

<u>Regular Full-Time Employees (Non-Exempt)</u>		
Years of Service	Monthly Accrual Rates (1924 Base Annual Hours)	Hourly Accrual Rate
0.0 - 1.0 years	7.4	0.046
1.1 - 5.0 years	11.1	0.069
5.1 - 10.0 years	14.8	0.092
10.1 + years	16.6	0.104

<u>Regular Full-Time Employees (Exempt)</u>		
Years of Service	Monthly Accrual Rates (2080 Base Annual Hours)	Hourly Accrual Rate
0.0 - 1.0 years	8	NA
1.1 - 5.0 years	12	NA
5.1 - 10.0 years	16	NA
10.1 + years	18	NA

Regular Part-Time Employees*(Defined as working 20 or more scheduled base hours per week)*

Years of Service	Monthly Accrual Rates (1040 Base Annual Hours)	Hourly Accrual Rate
0.0 - 1.0 years	4	0.046
1.1 - 5.0 years	6	0.069
5.1 - 10.0 years	8	0.092
10.1 + years	9	0.104

Fire Division Shift Employees

Years of Service	Monthly Accrual Rates (2756 Base Annual Hours)	Hourly Accrual Rate
0.0 - 1.0 years	10.6	0.046
1.1 - 5.0 years	15.9	0.069
5.1 - 10.0 years	21.2	0.092
10.1 + years	23.8	0.104

When an employee moves into the next accrual level, the new accrual rate begins on the first day of the month, following the date of eligibility.

PLEASE NOTE: For internal control purposes, employees who hold positions in Finance, Information Technology, or in other departments where they may have any financial responsibilities (i.e. accounts payable generation, cash receipting, etc.), will be required to take a minimum of 5 consecutive days off per year. In addition, an alternate employee must be cross trained and perform the functions of the position during the absence of the vacationing employee.

Maximum Accrual: The PTO accrual for regular full-time employees is 240 hours. Any unused PTO hours over 240 at the end of the calendar year will be transferred to the employee's Extended Sick Leave Bank (ESLB). Hours in the ESLB are not transferable. NOTE: Please reference the section on "Donation of PTO" for special rules on maximum PTO accrual.

The maximum PTO for regular part-time employees (defined as working 20 hours or more per week) is 120 hours. Any unused PTO hours over 120 at the end of the calendar year will be transferred to the employee's ESLB. Hours in the ESLB are not transferable.

The maximum PTO accrual for Fire Department shift employees is 318 hours. Any unused PTO hours over 318 at the end of the calendar year will be transferred to the employee's ESLB. Hours in the ESLB are not transferable.

PTO Separation Payment: PTO balances cannot be used to extend the date of separation beyond

the last day scheduled to work or instead of notice. Upon end of employment, employees are entitled to payment of unused PTO hours up to a maximum of 240 hours, excluding any PTO hours that may have been donated to the employee. Fire shift employees are entitled to payment of unused PTO hours up to a maximum of 318 hours. This PTO payment will be based on the employee's rate of compensation at the time of separation. Payment of unused PTO hours will be issued on a regular payroll date and will be in the form of a payroll check.

PAID TIME OFF (PTO) DONATION PROGRAM

Employees may donate accrued PTO hours to another employee's PTO account. For donation purposes, the PTO hours donated will be converted at the rate of the donator. Donations are limited to "serious health conditions" involving a full-time employee or the employee's spouse, dependent parent, and/or children under the age of 18 who live at home, and may be granted upon the request of a qualified employee only once in any 12-month period. For the purposes of this policy, "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either:

- Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical-care facility, including any period of incapacity (i.e., inability to work, attend school, or perform other regular daily activities) or subsequent treatment in connection with such inpatient care, provided that such care require the employee to be out of work for a period of at least six consecutive, full calendar weeks; **or**
- Continuing treatment by a health care provider, which includes:
 1. A period of incapacity lasting more than six consecutive, full calendar weeks, and any subsequent treatment or period of incapacity relating to the same condition, that **also** includes:
 - treatment two or more times by or under the supervision of a health care provider (i.e., in-person visits, within 30 days of the first day of incapacity); **or**
 - one treatment by a health care provider (i.e., an in-person visit within 30 days of the first day of incapacity) with a continuing regimen of treatment (e.g., prescription medication, physical therapy); **or**
 2. Any period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence; **or**
 3. Any period of incapacity or treatment for a chronic serious health condition which continues over an extended period of time, requires periodic visits (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity; **or**
 4. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment; **or**

5. Any absences to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than six weeks if not treated.

Human Resources will be responsible for considering / approving PTO Donation Requests. The Finance Department – Benefits Division shall manage donated PTO; including any refund of donated PTO time. Conversion of hours and payout to employees while on leave will be processed according to payroll procedures.

PTO Hours donated to an employee are not subject to the maximum annual accrual policy. Donated PTO hours in excess of the employee's annual maximum accrual will not be transferred to the employee's extended sick leave bank but rather will be carried over to the next calendar year.

Any donated PTO remaining at the conclusion of the eligible leave period shall upon the employee's return to work or upon the end of the employment relationship, whichever shall first occur, be refunded on a pro rata share basis to those employees who provided donations.

ANNUAL PTO CONVERSION OPTION (SELL BACK DAYS)

In December of each year, any regular full time employee may cash out a certain number of his or her PTO hours as follows:

Years of Service	Regular Full Time Maximum Cash out	Fire Shift Employees Maximum Cash Out
Less than 5 years	16 hours	24 hours
More than 5 years	32 hours	48 hours

The conversion value will be based on the employee's hourly rate of compensation as of the pay period of conversion.

EXTENDED SICK LEAVE BANK (ESLB)

ESLB hours can be used for time off due to illness or injury to the employee. The provisions for using ESLB hours are as follows:

- The employee must exhaust the hours in his or her regular PTO account before accessing the ESLB.
- ESLB hours can be used to supplement the pay difference of short and long term disability insurance at the employee's discretion and only up to the employee's regular wages.

- ESLB hours are not transferable, cannot be converted to cash and are not subject to the sell back option.
- ESLB hours are not payable to the employee at termination.

FAMILY AND MEDICAL LEAVE OF ABSENCE (FMLA)

The FMLA (Family Medical Leave Act) entitles eligible employees to take up to 12 workweeks of unpaid, job-protected leave in a 12-month period for specified family and medical reasons or for any qualifying exigency arising out of the fact that a covered military member is on active duty, or has been notified of an impending call or order to active duty, in support of a contingency operation. The FMLA also allows eligible employees to take up to 26 workweeks of job-protected leave in a single 12-month period to care for a covered military service member with a serious injury or illness.

Employee Eligibility: To be eligible for FMLA benefits, employees **must** have:

1. Worked for the covered employer for a total of 12 months;
2. Worked at least 1,250 hours over the 12 month period immediately preceding the leave.

Note: The 12 months of employment do not have to be consecutive. That means any time previously worked for the City of Alpharetta (including seasonal work) could, in most cases, be used to meet the 12-month requirement. If the employee has a break in service that lasted seven (7) years or more, the time worked prior to the break will not count unless the break is due to service covered by the Uniformed Services Employment and Reemployment Rights Act (USERRA), or there is a written agreement, including a collective bargaining agreement, outlining the employer's intention to rehire the employee after the break in service.

Conditions Triggering Leave:

Eligible employees may take up to **12 workweeks** of unpaid leave in a 12-month period for one or more of the following reasons:

1. To care for a newly born child, or placement of a child with the employee for adoption or foster care.
2. To care for an immediate family member (spouse, child, or employee's parent) with a serious health condition.
3. The employee has a serious health condition which makes the employee unable to perform the essential functions of her / his job.

4. Because of any qualifying exigency arising out of an employee's spouse, son, daughter, or parent being on covered active duty (or being notified of an impending call or order to covered active duty) in the Armed Forces (including National Guard or Reserves).

An eligible employee may also take up to **26 workweeks** of leave during a "single 12-month period" to care for a covered military service member with a serious injury or illness, when the employee is the spouse, son, daughter, parent, or next of kin of the service member. A "serious injury" is one incurred by the military service member in the line of duty on active duty in the Armed Forces that may render the military service member medically unfit to perform the duties of the military service member's office, grade, rank or rating. The "single 12-month period" for military caregiver status is different from the 12-month period used for other FMLA reasons.

Intermittent Leave: Under some circumstances, employees may take FMLA leave on an intermittent or reduced schedule basis. That means an employee may take leave in separate blocks of time or by reducing the time he or she works each day or week for a single qualifying reason. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer's operations. If FMLA leave is for the birth, adoption, or foster placement of a child, use of intermittent or reduced schedule leave requires the employer's approval.

Concurrent Use of PTO: Employees are required to use paid time off (PTO) concurrently to cover some or all of the FMLA period.

Maintenance of Health Benefits: The City will maintain coverage for eligible employees and dependents (if applicable) during family and medical leave. This coverage will be provided if you or your family were covered under the plan before the leave was taken and on the same terms as if you had continued to work. Where appropriate, you must make arrangements to continue to pay your share of health plan premiums while on leave.

In some instances, the City may recover premiums it paid to maintain health coverage for you and your family if you do not return to work from your leave.

Job Restoration: Upon returning from a family and medical leave, an eligible employee will be restored to his or her original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee does not continue to accrue additional benefits while on family and medical leave.

Use of family and medical leave does not result in the loss of any employment benefit that an employee earned or was entitled to before using family and medical leave. The City will continue group health insurance coverage for an employee on FMLA leave under the same terms and conditions as if the employee had not taken leave.

Notice And Medical Certification: Employees must comply with the City's usual and customary requirements for requesting leave and provide enough information for the City to reasonably determine whether the FMLA may apply to the specific leave request.

When an employee seeks leave for a FMLA-qualifying reason for the first time, the employee need not expressly assert FMLA rights or even mention the FMLA. If the employee later requests additional leave for the same qualifying condition, however, the employee must specifically reference either the qualifying reason for leave or the need for FMLA leave.

When seeking FMLA-qualifying leave, employees may be required to provide:

1. Thirty (30) days of advance notice of the need to take family and medical leave, if the need is foreseeable.
2. Medical certifications supporting the need for leave due to a serious health condition affecting you or an immediate family member. Second or third medical opinions and periodic recertification (at the City's expense) may also be required.
3. Periodic reports during the leave regarding your status and intent to return to work.
4. Medical certification of fitness for duty before returning to work, if the leave was due to your health condition.

When leave is needed to care for an immediate family member or for the employee's own illness, and is for planned medical treatment, the employee must try to schedule treatment so that it will not unduly disrupt the City's operation.

Extended Medical Leave: Eligible employees who have exhausted their family and medical leave and all other leave may be allowed to take an unpaid extended medical leave of absence, not to exceed twelve (12) months following the last day worked. Employees who take such extended medical leave are not guaranteed to be returned to work or reinstated to a particular job, rate of pay, or shift at the end of their extended medical leave. However, the City will attempt to return an employee to his or her regular position if it is available. If it is not available at the time reinstatement is sought, the City will attempt to place you in a similar job for which you are qualified, if such job is available. Employees on extended medical leave may maintain their insurance benefits, subject to policy terms and conditions, by paying the applicable COBRA premiums in a timely manner. Employees on extended medical leave do not accrue any additional employee benefits such as paid time off while on extended medical leave.

Other Employment: Outside employment during your leave period is prohibited and may result in disciplinary action, up to and including immediate termination of employment.

Failure to Return from Leave or to Comply with City Policy: Employees may be subject to immediate termination for:

1. Failure to return to work within twelve (12) months of the beginning of any kind of authorized leave;
2. Failure to return to work within twelve (12) weeks of the beginning of a family leave;
3. Failure to return to work as scheduled following the end of a medical or family leave;
4. Providing false or misleading information or omitting certain information in connection with a leave; or
5. Violation of any of the City's rules and regulations relating to leave (or any other City policy or performance standard).

MILITARY LEAVE OF ABSENCE

The City allows employees who require time off from work to fulfill military duties to meet those commitments. An employee with such a commitment is expected to notify his or her immediate supervisor and to provide the City with a copy of the orders as soon as possible. We ask that you be sensitive to the City's needs when scheduling military duty or training.

The City provides paid military leave for a certain number of working days each year. Once paid military leave is exhausted, the City then provides a pay differential for up to 360 additional calendar days. Leave at full pay is based on total working days missed during the military's year of October 1st to September 30th. See the Finance Department – Benefits Division for additional details regarding this policy.

BEREAVEMENT LEAVE

Paid bereavement leave will be granted to regular full time and regular part-time employees due to the death of a member of their immediate family as follows:

- For Police and Fire Sworn Personnel: Employees will be granted 24 consecutive scheduled work hours.
- For All Other Employees: Employees will be granted 3 consecutive scheduled work days.

An employees' immediate family includes his or her spouse, son, daughter, mother, father, sister, brother, stepson, stepdaughter, stepmother, stepfather, stepsister, stepbrother, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandson and granddaughter.

All time off in connection with the death of one of the above-listed individuals should be organized with your Department Director.

Bereavement pay is computed at the employee's regular shift hours multiplied by their regular straight time hourly rate of pay. Employees will not receive pay for any day for which they were not scheduled to work. Payment for bereavement leave will not be counted as time worked for the purposes of calculating overtime.

The Department Director may approve time off due to the death of a non-immediate family member. This time off would be unpaid or require the use of PTO.

CIVIC RESPONSIBILITIES

We encourage all employees to accept his or her civic responsibilities. As a good corporate citizen, we are pleased to assist you in the performance of your civic duties.

Jury Duty: If you receive a call to jury duty, please notify your Department Director immediately so we can plan the department's work with as little disruption as possible. While on jury duty, the City will pay employees at their regular rate. PTO will not be charged, and the employee will not be asked to relinquish her / his jury duty compensation to the City.

Employees on jury duty must provide their supervisor with a copy of the subpoena. Employees who are released from jury service before the end of their regularly scheduled shift or who are not asked to serve on a jury panel are expected to call their supervisor as soon as possible and report to work if requested.

Witness Duty: If you are subpoenaed to appear as a witness, please notify your supervisor immediately so we can plan the department's work with as little disruption as possible. We do not pay employees who are subpoenaed to appear as witnesses for matters unrelated to City business but an employee may use PTO or take unpaid leave.

City employees subpoenaed or ordered to attend court to appear as a witness or to testify in an official capacity on behalf of the City of Alpharetta, the State of Georgia, or the Federal Government will receive paid leave for the period. Such leave will not be charged to the employee's PTO account. Employees on a leave of absence for court appearance will promptly return to work on any days in which they are excused from court.

Employees on witness duty must provide their supervisor with a copy of the subpoena. Employees who are released from witness service before the end of their regularly scheduled shift are expected to call their supervisor as soon as possible and report to work if requested.

Voting: Although polls are open most of the day, we realize that in some instances employees are required to work overtime and may find that these hours are insufficient to get to the polls. If you have a problem in this regard, please let your supervisor know so that we can make arrangements for you to have the necessary time to get to the polls.

TUITION REIMBURSEMENT PROGRAM

The City provides periodic in-house training programs for qualified employees. In addition, employees may be considered to attend training programs that will benefit the City or enable them to improve their job proficiency with the City. Financial assistance for such training programs is provided at the discretion of the City and may include tuition, books, and supplies.

Tuition Reimbursement Program: All full-time and regular part-time employees (defined as working 20 or more hours per week) who have been continually employed by the City for at least one year are eligible to participate in the tuition reimbursement program. Employees who receive tuition reimbursement but leave the employment of the City before 12 months elapses from the date on which reimbursement was issued will be required to reimburse the City the amount of tuition reimbursement they received within the last twelve (12) months. Employees who leave the employment of the City before a course is completed will not be eligible for reimbursement.

Request / Approval: Each year the Human Resources Department will issue a Tuition Reimbursement Participation Interest Form, which must be completed by an employee during the stated submission period in order for an employee to be eligible to participate in the program. Requests for tuition reimbursement that are submitted by employees who did not submit a Tuition Reimbursement Participation Interest Form prior to the annual deadline will not be considered.

Application for tuition reimbursement/tuition assistance must be submitted on the Tuition Reimbursement Program Enrollment Form prior to the start of the semester / quarter. The request must also include information that includes the cost for each course as well as a course description, proof of registration, and proof of payment. The enrollment form must be filled out in its entirety and approved by the Department Director. The form should then be forwarded to the Human Resources Department for final approval. In order for the request to be approved, the employee must have received a cumulative average score of 5 or higher on their most recent performance evaluation.

Within thirty (30) days of the end of the semester/quarter, the employee must submit to Human Resources his or her grades, a copy of the educational institution's receipt of payment or proof of loan, and a Tuition Reimbursement Request Form. Reimbursement will be granted as follows:

- Reimbursement will be paid only for the cost of tuition. Other fees and the cost of books will not be covered.
- Reimbursement will not be paid for costs that have been covered by other means of financial aid, i.e., grants or scholarships.
- Reimbursement will only be paid for courses for degree seeking college credit or for certification courses that are directly related to the employee's current position or future positions with the City.
- The maximum annual reimbursement per employee will be \$3000 for full-time employees and \$1000 for regular part-time employees.
- Employees will be reimbursed for their loans or other payments for course work based on the grade received as follows:

A = 100% reimbursed

B = 75% reimbursed

C = 50% reimbursed

Certification courses based on a pass/fail basis = 75% reimbursed

Advance approval by the Department Director is required before beginning any training program. Reimbursement is paid upon successful completion of any pre-approved program. From time to time, the Department Director or City Administrator may impose other requirements or conditions for receiving this benefit.

PAYROLL ADMINISTRATION

All employees must participate in the Automatic Payroll Direct Deposit Program (APDDP). Pay will be deposited on a bi-weekly pay cycle. City employees will be paid according to established schedules. When a scheduled payday falls on a holiday or weekend, employees shall be paid on the immediate preceding weekday. Pay for reimbursement and recognition purposes will be processed through the payroll department and included in the employee's scheduled pay.

No advance pay provisions will be made for employees at any time. Employees receiving retroactive pay will be paid the following scheduled pay period.

At separation, an employee's final paycheck will be issued via direct deposit unless an involuntary termination is involved. For involuntary terminations, an employee's direct deposit will be cancelled and the final scheduled paycheck will be held in Human Resources for collection or mailed to the employee's address on record.

The City may make deductions from an employee's pay for many different reasons. For example, the City is required by law to deduct certain amounts for taxes, Social Security, garnishments, etc. Likewise, an employee may authorize the City to make deductions for benefit premiums, 457, flexible spending accounts, Pre-Paid Legal, AFLAC, voluntary life, etc. The City may also make deductions from an employee's final paycheck at separation to compensate for the value of equipment and/or materials issued to the employee but not returned and/or for certain benefits provided through the Tuition Reimbursement Program. For exempt employees, the City does not make deductions for the quality or quantity of work except as allowed by law.

If you believe that a deduction has been made to your pay in error, promptly notify the Finance Department – Payroll Division. The City will investigate your pay and deductions. The City will not penalize an employee for reporting a suspected error and we will reimburse an employee for any improper deduction.

LIFE INSURANCE AND ACCIDENTAL DEATH & DISMEMBERMENT (AD&D)

The City provides life insurance and accidental death and dismemberment insurance equal to 3.5 times an employee's annual earnings. Currently, the City pays the full cost of this benefit. In addition, an employee may choose to purchase supplemental amounts of voluntary life insurance for the employee, the employee's spouse, or the employee's dependent children. See the Finance Department – Benefits Division for more details.

GROUP HEALTH BENEFITS

The City's group health coverage incorporates separate and optional medical, dental, and vision coverage for eligible employees and their dependents. Regular full-time employees are eligible to enroll on the first of the month following 30 calendar days of continuous employment. For elected officials, eligibility begins on the first day of service. Employees make a small contribution to the total benefit cost. Insurance premiums and benefits are subject to change, and employees may be responsible for paying future increases.

The specific coverage of benefits for the plan year is defined in the contracted plan documents. All employees should familiarize themselves with the health plan definitions, specifically, the term "dependent". Enrolling a person who does not meet the definition of dependent in the plan is considered fraud and may result in dismissal. Employees may be asked to prove that a person listed as a dependent actually meets the definition. This may mean providing marriage and birth certificates or other proof.

The City provides covered employees with Summary Plan Descriptions and other materials relating to its plans. In the event of a conflict, the insurance contract or plan documents will prevail over other documents including this handbook. Assistance or additional information regarding these programs may be obtained from Finance Department – Benefits Division.

FLEXIBLE SPENDING ACCOUNT (FSA)

The City offers a Flexible Spending Account that allows employees to setup accounts to pay for certain health and dependent care expenses on a pre-tax basis. Employee premium contributions for the City-sponsored plans may be paid on a pre-tax basis under this plan.

WELLNESS DISCOUNTS AND INCENTIVES

The City recognizes the effectiveness of wellness initiatives on containing health care costs and as such offers certain incentives and premium discounts to employees and their dependents who participate. Wellness initiatives are determined annually by the City in consultation with our health care consultants. In order to receive certain discounts employees and/or their dependents may be required to sign affidavits, complete a biometric screening, complete a health risk questionnaire, meet with a health coach, or satisfy any other participatory requirement established by the City. Falsifying required information in order to receive a discount is subject to formal discipline and may result in dismissal.

SHORT-TERM / LONG-TERM DISABILITY BENEFITS (STD/LTD)

The City provides group short-term and long-term disability benefits for eligible full-time employees at no cost to employees. Check with the Finance Department – Benefits Division for more information regarding qualifying disabilities and reimbursement policies. The City currently pays for this valuable benefit.

The City provides covered employees with Summary Plan Description booklets and other materials relating to its medical plans. In the event of a conflict, the insurance contract or plan documents will prevail over other documents. Assistance or additional information regarding these programs can be obtained from the Finance Department – Benefits Division.

COBRA

Employees and their dependents participating in the City's group health plan may be eligible for eighteen (18) to thirty-six (36) months of benefits continuation. Eligibility for this benefit continuation under COBRA (Consolidated Omnibus Budget Reconciliation Act) is triggered by a "qualifying event" such as reduction in hours of employment, divorce, or termination of employment for reasons other than gross misconduct, and is subject to policy terms and conditions and applicable legal guidelines.

Should you, your spouse, or your dependent child covered under the group health plan become eligible for this continuation coverage, you must indicate to us whether you elect to participate in this plan within a certain amount of time from the date of the “qualifying event.” Otherwise, your group health benefits will end. If you have any questions regarding your eligibility or how benefit continuation works, see the Finance Department – Benefits Division.

WORKERS COMPENSATION & HAZARDOUS DUTY

Workers Compensation is required by state law and is paid entirely by the City. Workers Compensation protects you in the event of occupational injury or sickness occurring in the course and scope of employment and arising out of the specific circumstances and requirements of employment. **You must** report **immediately** any on-the-job accident or injury, no matter how small, to your supervisor or to the Risk and Safety Administrator in the Finance Department. Where medical care is required for on-the-job injuries, employees initially must go to one of the designated medical facilities listed on our Workers Compensation panel.

The compensability of claims is determined on a case by case basis by the application of applicable Federal and State laws, court cases and general prudence using a team of professionals including outside counsel and a third-party administrator. The City has the right from time to time to determine that certain activities are not in the course and scope of any City of Alpharetta employee's employment and any injury as a result of such activities shall not be construed as arising out of the employee's circumstance of employment. Without limiting the City's right to make such a determination on other activities, the City has determined that all exercise and fitness activities, including working out in any City-provided gym or with any City-provided equipment during work hours or after work hours, are not activities or duties in the course and scope of employment nor a circumstance of employment.

In addition, in some circumstances, an employee may be eligible for Hazardous Duty supplement for up to six (6) months per injury. This supplement is paid without reducing the employees PTO balance and brings the employee's compensation amount to a maximum of the employee's full salary.

A hazardous duty injury shall be defined as bodily injury to an employee resulting from an activity within the scope and course of employment that is due to exigent and life or limb threatening circumstances, provided the circumstances are not caused or contributed to by the employee's own conduct. The hazardous duty injury must have been sustained while physically working for the City of Alpharetta. The Department Director of the injured employee must contact the Finance Department – Risk Division to request consideration for the hazardous duty supplement.

SOCIAL SECURITY AND MEDICARE

Pursuant to the Federal Insurance Contributions Act, better known as the Social Security Act, the City deducts a percentage of your pay, matches it with an equal amount from the City, and sends it to Social Security and Medicare. If you are not familiar with the retirement, disability and medical benefits provided under Social Security and Medicare, check with your local Social Security and Medicare office for a more complete explanation.

RETIREMENT PLANS

DEFINED CONTRIBUTION RETIREMENT PLAN (401-A)

Employer Contributions - Effective July 1, 2009, all eligible new hires (regular full-time employees) will be automatically enrolled in a 401 (a) Defined Contribution Plan, also known as The City of Alpharetta Retirement Savings Plan. The City will contribute 10% of the eligible employee's compensation to an individual 401(a) account (Employer Contributions Account). An employee accrues a vested benefit at 20% a year, with full vesting after 5 years of continuous service.

Matching Contributions – All regular full time employees will be eligible to participate in City funded Matching Contributions on the first day of payroll after completion of one year of service (three years for regular part time employees). The City will match the 457 salary deferrals (see benefit below) that an eligible employee makes, in an amount equal to 100% of the deferrals up to 5% of the employee's compensation. The employee is 100% vested immediately in the amount in his/her 401(a) matching account.

Please read the Retirement Savings Plan Summary Plan Description available on AlphaWeb or from the Finance Department – Benefits Division for further details. The full Plan Document is also available upon request.

DEFINED BENEFIT PENSION PLAN

Eligible employees hired prior to July 1, 2009, can participate in one of two Defined Benefit Plans. An employee is fully vested after completion of five years of continuous service. The City of Alpharetta Defined Benefit Pension Plan provides for a monthly benefit to eligible participants for life after retirement at no cost to the employee. This plan was closed to employees hired after February 29, 2008.

The City of Alpharetta Enhanced Defined Benefit Pension Plan provides for a monthly benefit to eligible participants for life after retirement at an employee cost of 2.5% of pay. Eligible participants are 1) those who either made an irrevocable election to participate in this plan or 2) were eligible and hired after February 29, 2008 and before July 1, 2009. This plan was closed to new entrants effective June 30, 2009.

The City's Defined Benefit Plans have been closed to new hires effective July 1, 2009. These plans provide benefits to eligible full-time regular employees and limited eligible part-time

employees hired prior to July 1, 2009. An eligible employee is fully vested after completion of five years of continuous service. The City of Alpharetta Defined Benefit Pension Plans provide for a monthly benefit to eligible participants for life after retirement.

Please read the Summary Plan Descriptions of these plans available on AlphaWeb or from the Finance Department – Benefits Division for more details on work eligibility, vesting, and other important features. The full Plan Document is also available upon request.

DEFERRED COMPENSATION PLAN (457 PLAN)

The 457 program is offered through a third-party administrator and serves to supplement your retirement plan. An employee may join at any time. The employee selects the amount to be deducted on a pretax basis into their account. After one year of employment (three years for regular part time employees), the City will match employee contributions up to 5% of the employee's total earnings as noted above under Matching Contributions of the 401a plan. The City matching funds will be placed into the employee 401a plan. Please read the 457 plan document available in the Finance Department – Benefits Division for more details.

GEORGIA COLLEGE SAVINGS PLAN (529 PLAN)

An employee can set up a tax-deferred account to save for college education expenses for their children. Contributions are tax deductible on state income tax. Withdrawals for qualified expenses are free of federal and state income tax.

EMPLOYEE ASSISTANCE PROGRAM

PURPOSE:

The City of Alpharetta recognizes the broad range of human problems such as depression, persistent anxiety, stress or other emotional problems; family or marital difficulties; alcoholism and/or drug abuse; financial stress; legal problems; and other concerns that may affect an employee's job performance. The Employee Assistance Program (EAP) is a counseling and referral service available to employees to aid them in dealing with the range of problems which might have an impact on their working as well as their personal lives. As a self-referral and management tool, the Employee Assistance Program is intended to increase employee productivity, reduce absenteeism and turnover, and positively impact the learning and work environment. The program reflects the City's concern for the well-being of our employee's as well as our dedication to the effective accomplishment of organization goals and efficiencies.

The Employee Assistance Program provides confidential short-term intervention, assessment, and referral services for employees. Employees may self-refer to the Employee Assistance Program, or a referral may be made by a supervisor or manager as an informal recommendation or as a mandatory requirement.

ELIGIBILITY:

EAP services are available to all City of Alpharetta employees and their dependents.

The Employee Assistance Program is part of the benefits program provided by the City of Alpharetta, which contracts with a provider of mental health and behavioral management services. The contract provides employees with several free counseling sessions with a mental health professional certified by the approved EAP contractor; the cost of additional services, beyond the specified number of free sessions, is the responsibility of the employee.

EAP AND DISCIPLINARY ACTION:

Department Directors, Managers, and Supervisors have an affirmative duty to deal appropriately with employee performance, conduct deficiencies, risk assessment and fitness for duty issues, and to utilize the disciplinary process when necessary and appropriate. Appropriate disciplinary policy and procedure shall be applied, if necessary, to encourage acceptable levels of job performance and personal conduct even if the employee is an active participant in EAP. Participation in EAP does not necessarily shield an employee from further disciplinary action up to and including dismissal if unacceptable job performance or personal conduct persists or warrants immediate dismissal. Referral to the EAP shall not be considered a substitute for nor a formal step in any disciplinary action imposed for commission of an offense or to otherwise address performance or productivity issues.

PROCEDURES:

A. Employee Self-Referral

Employees who elect to use the Employee Assistance Program at their own initiative may contact the EAP directly. An EAP counselor will work with the employee confidentially to assist in identifying the cause of the problem, resolving the problem or, when appropriate, securing other treatment or counseling. The EAP mental health professional may refer the employee to community resources for the treatment of problems which are beyond the scope of the EAP. No aspect of the referral or treatment is shared with the City of Alpharetta unless authorized by the employee.

B. Supervisory Recommendation

A supervisory recommendation can be made when a member of management becomes aware of patterns of behavior that are out of the norm for a given employee and which may indicate heightened stress, anxiety, depression, etc. that are beginning to have an impact on performance and/or productivity. It is not the supervisor's job to attempt to diagnose personal problems that the employee may be having; however, a reminder of

the availability of the EAP and encouragement to take advantage of the services may be appropriate.

Supervisors are encouraged to consult in advance with the Human Resources Office on appropriate ways to approach the conversation and address the issue with the employee.

A supervisory recommendation is an encouragement for the employee to utilize all available means to correct his/her performance, but the final decision to use the services of the EAP remains with the employee. No aspect of the referral or treatment is shared with the City of Alpharetta unless authorized by the employee.

C. Supervisory Mandatory Referral

In extreme cases of deteriorating job performance or unacceptable personal conduct, a referral to the Employee Assistance Program may be a condition of continued employment. A mandatory referral should be made only when the process of progressive, corrective discipline has been used and thus far proven unsuccessful, or unless the presenting problem is of an urgent or emergency nature.

The EAP is a resource for resolving the underlying factors which may result in some on-the-job problems; it is not a formal step in the disciplinary process. In the event that an employee's job performance or productivity continues to decline, the supervisor has the full range of discipline available. Progressive discipline may always be considered in addition to an EAP referral for an employee with performance or conduct difficulties.

All mandatory referrals for staff must be approved in advance by Human Resources. A supervisor considering a mandatory EAP referral must first consult with the Human Resources Office to determine an appropriate course of action up to and including mandatory referral to the Employee Assistance Program. Consultation with the EAP provider may be helpful in making such a determination.

Information on the reason for the referral, documented performance and/or behavioral concerns, current and prior disciplinary action(s), and appropriate background information will be provided to the EAP using the proper forms.

The employee will be asked to sign a HIPAA-compliant form authorizing the use or disclosure of personal health information so that the counselor can communicate back to the City whether the employee is in compliance or not in compliance with the terms of the mandatory referral and the subsequent treatment plan outlined for the employee, and whether recommended treatment will interfere with reporting to work. That information is retained by Human Resources in a file separate from the employee's personnel file. Absolutely *no* private information discussed in the actual counseling sessions will be shared with the City of Alpharetta unless the employee expressly indicates on the HIPAA release form his or her permission for the counselor (or any staff member) to do so, or

unless the employee makes a threat to harm a person at or property of the City of Alpharetta.

The specific reason for the referral shall be conveyed to the employee. The employee must also be informed that refusal to accept the referral and comply with any subsequent recommendations made by the EAP mental health provider will result in application of disciplinary policies and procedures, up to and including dismissal.

D. Fitness For Duty / Risk Evaluation

The Fitness-for-Duty/Risk Evaluation is a means to address extraordinary situations where an employee may pose a hazard or risk to self or others in the workplace. It may also be used to determine an employee's medical or psychological fitness to perform his/her essential job functions. The EAP will facilitate the evaluation and consult with medical or psychological professionals to determine an appropriate course of action.

This type of referral may be considered when an employee:

1. Is unable to perform essential duties of the job, or
2. Displays behavior that may pose a hazard or risk to themselves or others, or
3. Exhibits emotional or psychological behavior that has the potential to endanger the safety and security of persons or property, or
4. Creates serious disruption in the workplace, or
5. Has been directly involved in certain critical workplace incidents that resulted in a death or major traumatic injury.

Consultation with Human Resources concerning a possible fitness-for-duty evaluation is required; Human Resources may also consult with the EAP provider to discuss options appropriate to the case. A fitness-for-duty evaluation must be approved in advance by the Assistant City Administrator or City Administrator.

If the situation is critical, dangerous, or so severe that immediate action is necessary, the supervisor must immediately contact Human Resources, the Director of Public Safety, or both. Where circumstances warrant, and an immediate threat to life or bodily injury is perceived, 911 should immediately be called and Human Resources advised immediately thereafter or once the threat has been contained by emergency responders.

The employee shall be informed of the specific reasons for the required evaluation, expectations for compliance in resolving the concern(s), and the consequences for failure to undergo the evaluation, failure to comply with recommendations or conditions of the evaluation, or failure to make the required improvements in performance or conduct. Disciplinary action up to and including dismissal may be taken for such failures.

In the case of a Fitness For Duty / Risk Evaluation, the cost of the evaluation shall be the responsibility of the City, and the City is considered the client. The evaluative summary is provided to the City. The report shall be retained as part of the employee's medical records files by Human Resources, not as part of the employee's personnel file. The cost associated with treatment recommended as a result of the Fitness For Duty / Risk Evaluation shall be the employee's responsibility.

TIME OFF:

The City of Alpharetta considers normally scheduled work hours spent conferring voluntarily with an EAP counselor as personal leave and the time away from work shall be charged against the employee's available PTO balance or taken as leave without pay. Should an employee be referred by the EAP for extended service beyond EAP counseling, working hours spent away from work shall also be handled as personal leave.

In the event of a Mandatory Supervisory Referral or a Fitness For Duty/Risk Evaluation, normally scheduled work hours spent with an EAP counselor for the initial assessment or with the assigned mental health provider for the purpose of completing the Fitness For Duty/Risk Evaluation shall be considered time worked for payroll purposes and the employee compensated at her/his standard rate of pay. Should an employee be referred by the EAP for extended service beyond the initial assessment or evaluation, working hours spent away from work shall be handled as personal leave and shall be charged against the employee's available PTO balance or taken as leave without pay.

AT THE END OF YOUR EMPLOYMENT

EXIT INTERVIEW

Any employee leaving the City may be required to attend an exit interview conducted by Human Resources. The purpose of the interview is to determine the reasons for leaving and to resolve any questions of compensation, insurance continuation, return of City property, or other related matters.

NOTICE OF RESIGNATION

In the event you choose to resign from your position, we ask that you give us at least two (2) weeks' notice. You must submit your resignation in writing. At the end of your employment, you must return all City property (including keys) in your possession or for which you are responsible.

TO SUM IT ALL UP

This handbook highlights your opportunities and responsibilities as an employee of the City. By always keeping the contents of the handbook in mind, you should be successful and happy in your work at the City of Alpharetta. Once again, welcome to our City. We look forward to working with you.

ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK

I acknowledge that I have received a copy of the City of Alpharetta ("City") Employee handbook that covers many important City policies, including, among other things:

	<u>Initials</u>
Drug and Alcohol Policy	_____
Equal Employment Opportunity Policy	_____
No Harassment Policy	_____
Problem-Solving Procedure	_____
Electronic Communications Policy	_____

I will familiarize myself with the handbook and all of its contents.

I understand that this handbook represents only current policies and benefits and that it does not create a contract of employment or any property rights. The City retains the right to change these policies and benefits at any time, without advance notice, as it deems appropriate.

I understand that I have the right to terminate my employment at any time, for any reason with or without advance notice, and that the City has a similar right. I further understand that my status as an at-will employee may not be changed except in writing signed by the City Administrator.

Signature

Job Title

Printed Name

Date

Employee Copy – Please keep in handbook for reference.

Effective TBD

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I understand that I have the right to terminate my employment at any time, for any reason with or without advance notice, and that the City has a similar right. I further understand that my status as an at-will employee may not be changed except in writing signed by the City Administrator.

Signature

Job Title

Printed Name

Date

Employer Copy – Please sign, tear out and return to your manager.

Effective TBD



City Council Meeting and Public Hearing

STAFF REPORT

Submitting Department: Recreation and Parks
Submitted By: Morgan Rodgers
Meeting Date: October 23, 2017

I. AGENDA ITEM TITLE: FUNDING OF ART ON LOAN PROGRAM (MISCELLANY)

II. RECOMMENDATION:

Award funding in the amount of \$75,000 to Arts Alpharetta for the purpose of creating and implementing a rotating public sculpture on loan program, as defined in the Miscellany: Open Air Art Exhibit Proposal presented to City Council on October 23, 2017; authorize the City Attorney and City Staff to create an award contract memorializing formally memorializing the terms of said award; 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: THE TOTAL COST TO THE CITY OF ALPHARETTA FOR THE 2018 AWARD IS \$75,000. THE FUNDING FOR THIS USE WAS SET ASIDE IN THE FY2018 CAPITAL BUDGET.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Alpharetta Public Arts Initiative (30161150-544100-C1807)	\$75,000.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
-	\$0.00

IV. REPORT IN BRIEF:

Staff will provide an introduction to a proposal for accomplishing the Phase II public art program that was included in the FY2018 budget. This proposal involves partnering with Arts Alpharetta on what they have coined "Miscellany: An Open Air Gallery".

Volunteers with Arts Alpharetta have dedicated numerous hours and considerable effort to compose a program that would advance the City's public art goals while laying a foundation for a sustainable annual rotating public art exhibition.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Program Overview, Proposed 2018 Budget

ArtsAlpharetta PRESENTS



MISCELLANY

AN OPEN AIR GALLERY

At a glance...



What

An outdoor temporary sculpture exhibition featuring 10 premiere works. Michael Rooks, The High Museum's Weiland Family Curator of Contemporary and Modern Art is the juror for this first annual event.

Where

The 2018 gallery will extend from Brooke Park at Alpharetta City Hall, along Haynes Bridge Road to the new art park on Thompson Street.

When

May through December, 2018.

Who

Organized by: Arts Alpharetta in cooperation with the City of Alpharetta.

Why

The goal of the is to bring an awesome arts experience to those who live, work, play and visit Alpharetta.

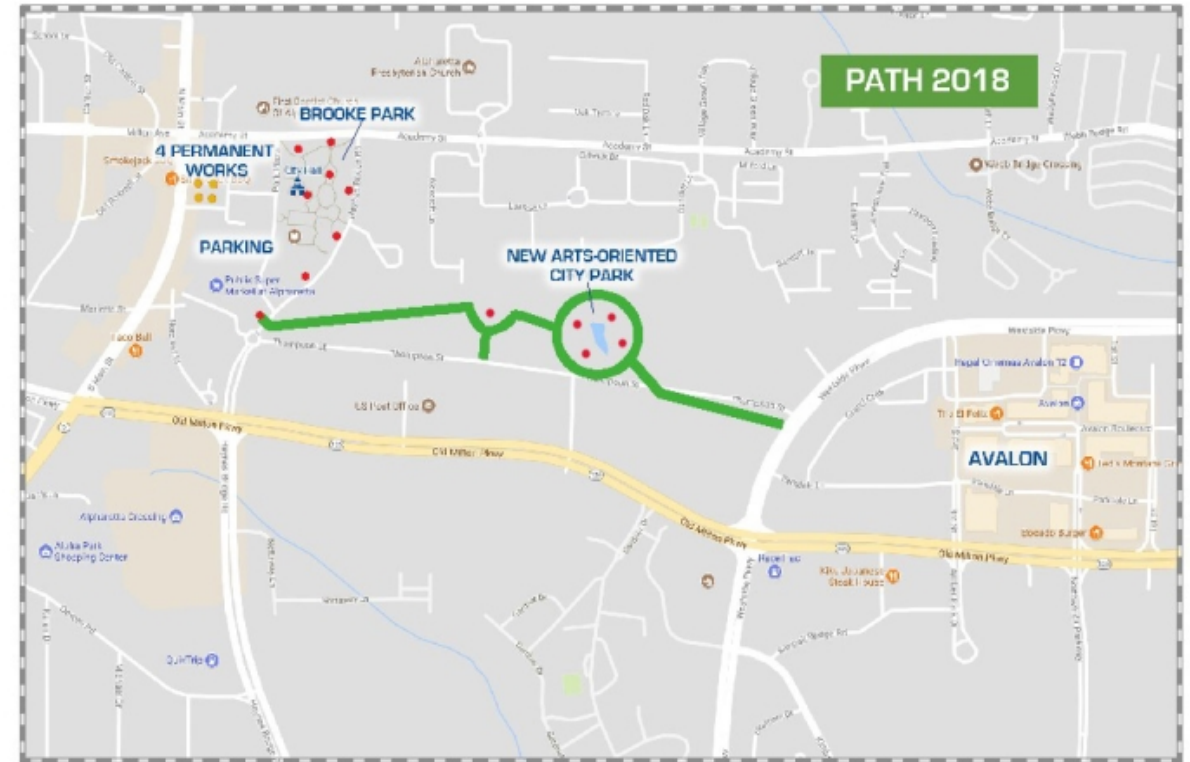
Sponsorship opportunities

Packages range from \$250 to \$50,000.

In-kind support opportunities are also available.

Location. Location. Location.

- Links fast-growing Downtown Alpharetta and popular Avalon
- Enjoys excellent proximity to residences, restaurants and shopping at Avalon and Downtown Alpharetta
- Features plentiful parking, easy walkability and clear visibility from Haynes Bridge, Academy Street and Thompson Street
- Easy access from GA 400



This event is one element of the Arts Alpharetta's robust public arts plan and provides a unique destination for residents, employees and visitors.

Art. Art. Art.



Known as an art curator dedicated to community building and engaging audiences across generations from every walk of life, Michael Rooks joined the High Museum of Art as Wieland Family Curator of Modern and Contemporary Art in January 2010. In addition to his responsibilities at the High, Rooks served as Commissioner and co-curator of the U.S. Pavilion at the 12th International Architecture Exhibition, La Biennale di Venezia, in 2010 and is an independent art writer.



A national call for entries will reach thousands of potential applicants and feature incentives aimed at attracting the country's best working artists



*Khalessi-Pa,
Isaac Duncan III*



Ascension, Michael Dillon

Images courtesy of the artists. Featured works are representational of some of the artists who will be invited to participate as part of the national Call for Entries.

Opportunity. Opportunity. Opportunity.

A special opportunity

- Alpharetta is the 6th fastest growing city in the nation
- Median HH Income is \$125,000+
- Median Home Value is \$325,000+
- Median Age is 37
- Home to more than 600 tech industry firms



The Alpharetta Convention and Visitors Bureau (ACVB) is a sponsor with a commitment to a significant promotion and ad buy.

Informational brochures will be placed in 30+ ACVB member hotels and marketed through the ACVB website and newsletter

Sponsorship Benefits



	PREMIERE	GOLD	SILVER	BRONZE	PATRON	SUPPORTER
RECOGNITION AS PREMIERE SPONSOR	X					
Name and Logo Placement						
Printed Brochures and Support Materials	LOGO	LOGO	LOGO	NAME	NAME	NAME
Signage Recognition at Art Works	LOGO					
Promotions Before and During Exhibition						
Website	LOGO WITH LINK	LOGO WITH LINK	LOGO	LOGO	NAME	NAME
Social Media	ALL SPONSORSHIP MENTIONS	ALL SPONSORSHIP MENTIONS	OCCASIONALLY	OCCASIONALLY		
Media Promotion	TBD	TBD	TBD	TBD		
Media Releases	X	X				
Newsletters	X	X	X	X	OCCASIONALLY	
Digital and Print Ads as Available	X					
Other Benefits						
Opportunity for Special Events as Available						
Recognition at Other Arts Alpharetta Events and Activities						
SPONSORSHIP LEVELS	\$50,000	\$25,000	\$15,000	\$5,000	\$500	\$250

**Custom sponsorship packages available*

**In-Kind Contributions should offset budget expenses*



Arts Alpharetta is a volunteer driven 501(c)3 organization dedicated to developing a dynamic arts community in Alpharetta. The City of Alpharetta has joined in that commitment by fostering an arts-friendly atmosphere.

- Alpharetta Arts Center – a multimillion dollar project opening in 2019
- Public Arts – a commitment to building the City's permanent collection including upcoming installations of new works in Downtown Alpharetta by renowned artists *Michael Dillon, Gregory Johnson, Marc Moulton/Duke Ourseler, and Deanna Sirlin*
- Annual Arts Events – Well-established arts-oriented events occur throughout the year including Wire and Wood, a two day festival where nationally recognized songwriters perform on multiple stages



Miscellany 2018

Proposed Budget

Income

City of Alpharetta	\$75,000
--------------------	----------

*Additional income TBD

In Kind

Sponsorship

Income generating events

Expenses

Artists Honorarium (10 x \$5,000)	\$50,000
-----------------------------------	----------

Call for Artists	\$ 1,750
------------------	----------

Codaworks & MSA

Juror Stipend	\$250
---------------	-------

**Operation expenses such as	\$8,000
------------------------------	---------

Signage

Installation/Deinstallation

Maintenance

Marketing and Promotions	\$4,500
--------------------------	---------

Kick Off and ongoing events

Printing

Office Supplies and Postage	\$500
-----------------------------	-------

***Purchase of one Sculpture	\$10,000
------------------------------	----------

<i>Total Expenses</i>	\$75,000
-----------------------	----------

*Additional funds raised will allow us to add more sculptures; create additional events and activities during the show timeframe; and to increase the promotional reach for the project.

**This is the first year and there will be unanticipated expenses. In addition items will need to be purchased that can be reused in future years.

***Any balance will be applied to the purchase of exhibited sculptures to add to the City's collection of permanent works.



City Council Meeting and Public Hearing STAFF REPORT

Submitting Department: Recreation and Parks
Submitted By: Morgan Rodgers
Meeting Date: October 23, 2017

I. AGENDA ITEM TITLE: UPDATE ON PARKS MASTER PLAN PROCESS

II. RECOMMENDATION:

This item is presented for informational purposes and to provide City Council with opportunity to provide feedback on the plan development process.

III. REPORT IN BRIEF:

City Staff and the lead consultant working to revise the Recreation and Parks Master Plan will provide a brief update on the project and the public engagement process.

IV. ALTERNATIVES:

V. ATTACHMENTS:

Overview Of Presentation



ALPHARETTA **PARKS AND RECREATION** MASTER PLAN UPDATE

Agenda

- 1 Your Team
- 2 Project Scope + Schedule
- 3 Preliminary Findings
- 4 Next Steps



Jacobs + Ballard*King

- Jacobs is global firm with a broad range of services for the built environment. **Your project team is based in Atlanta.**
- Ballard*King is nationally known for their expertise in recreation planning.



Scope of Work

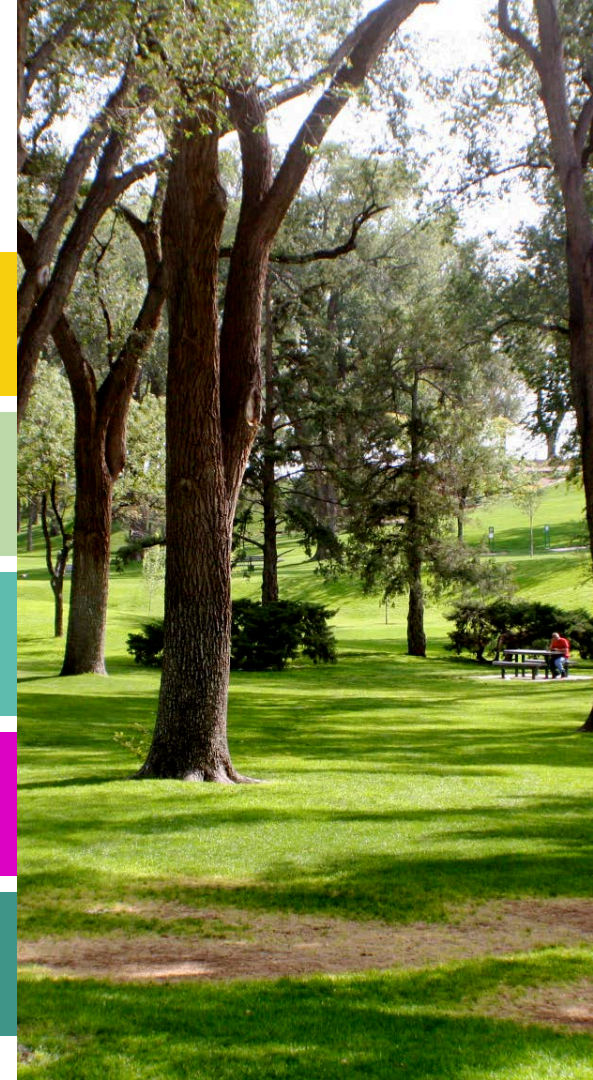
Phase 1: Kick-Off

Phase 2: Assessment

Phase 3: Recommendations

Phase 4: Implementation

Phase 5: Master Plan Document

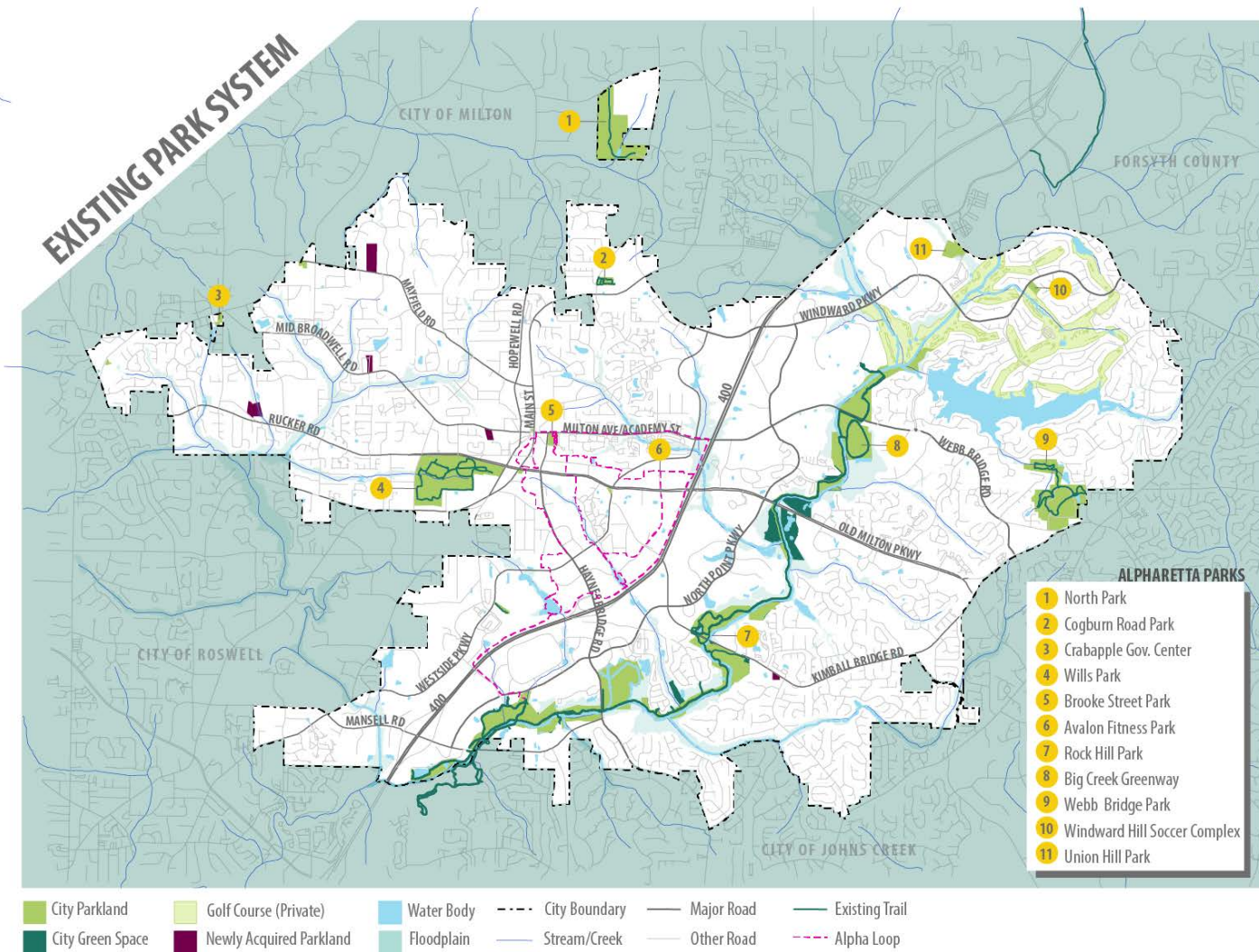


Phase 1: Kick-Off

- 1 Kick-Off Meeting
- 2 Data Gathering
- 3 Basemap Creation
- 4 City Council Presentation

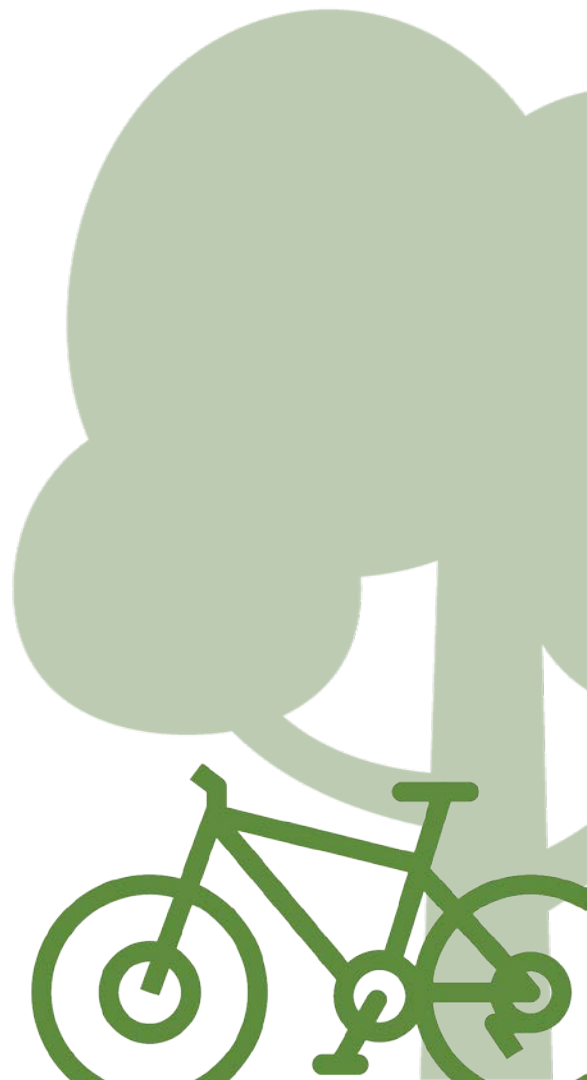


Project Basemap



Phase 2: Assessment

- 1 Site Visits
- 2 Trail Connectivity
- 3 Equestrian Center Study
- 4 Arts + Cultural Programming
- 5 Recreation Programming
- 6 Community Workshop
- 7 Level of Service Analysis





MONDAY

Site Visits to 11 parks
City Council Presentation



TUESDAY

Equestrian Center
Facility Tour and
Focus Group

Arts and Cultural
Programming Focus
Group

Community Workshop



WEDNESDAY

Programming Focus
Group/Interviews

Phase 3: Recommendations

- 1 Existing Parks Improvements
- 2 Trail Connectivity
- 3 Equestrian Center
- 4 Arts + Cultural Programs
- 5 Recreation Programs
- 6 Vision Graphic



Phase 4: Implementation

- 1 Capital Improvements Program
- 2 Facility Maintenance Schedule
- 3 Implementation Workshop



Phase 5: Plan Development

- 1 Draft Plan
- 2 Presentation to Council
- 3 Final Plan



Deliverable



TABLE 10
FACILITIES STANDARDS AND 2013 LEVEL OF SERVICE COMPARISON

Facility Type	NRPA Guideline	2013 Facilities/Level Of Service
Baseball Field	1 Per 5000	14 – 1 Per 4400
Softball Field	1 Per 5000	8 – 1 Per 7800
Football Field (Included in Multi-Use Fields)	1 Per 10000	2 – 1 Per 31000
Soccer Field (Included in Multi-Use Fields)	1 Per 10000	4 – 1 Per 15500
Multi-Use Field	None	5 – 1 Per 8900
Open Grassed Play Field	None	4 – 1 Per 15500
Tennis Court	1 Per 2000	17 – 1 Per 3600
Basketball Court	1 Per 5000	2 – 1 Per 31000
Volleyball Court	None	0 – 0 Per 62000
Multi-Purpose Court	1 Per 10000	0 – 0 Per 62000
Swimming Pool (50 Meters)	1 Per 20000	1 – 1 Per 62000
Playground	None	9 – 1 Per 6900
Picnic Area/Pavilion	None	12 – 1 Per 5200
Multi-Purpose Trail System	1 Per City	1 – 1 Per City
Park Walking/Jogging Trail	None	4 – 1 Per 15500
Skate Park	None	0 – 0 Per 62000
Dog Park	None	1 – 1 Per 62000
Disc Golf	None	1 – 1 Per 62000
Recreation Center	None	3 – 1 Per 21000
Senior Centers	None	1 – 1 Per 62000
Maintenance Facility	None	4 – 1 Per 62000

Deliverable



- Fun!
- 50-60 pages max
- Highly graphic
- Easy to read
- No boring stuff

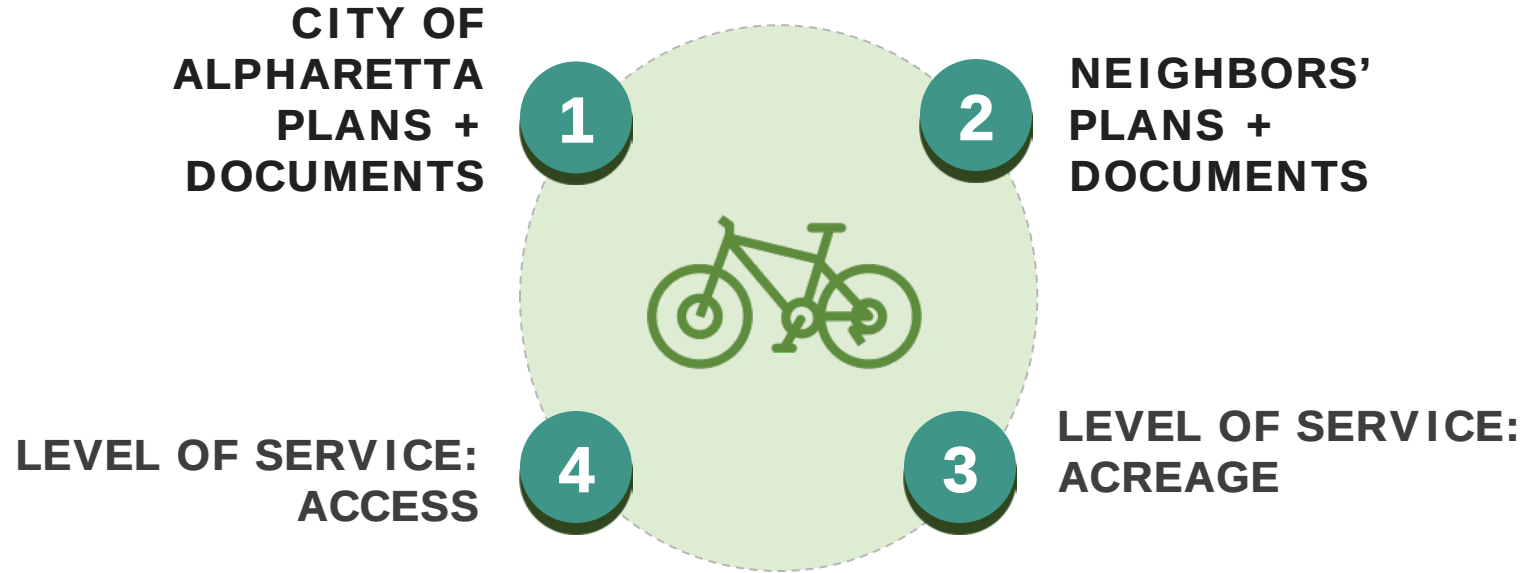


Project Schedule

Work Period	
Deliverable	
Meeting	
Holiday	

Week starting with....	September			October					November				December		
	11	18	25	2	9	16	23	30	6	13	20	27	4	11	18
PHASE I PROJECT MANAGEMENT AND KICKOFF															
1.1 Project Management															
1.2 Project Kickoff															
1.3 Data Gathering															
1.4 Project Basemap															
1.5 Presentation to City Council															
PHASE 2 EXISTING CONDITIONS AND NEEDS ASSESSMENT															
2.1 Site Visits															
2.2 Trail Connectivity															
2.3 Equestrian Center Evaluation															
2.4 Program Analysis															
2.5 Cultural Program Analysis															
2.6 Community Workshop															
2.7 Level of Service Analysis															
PHASE 3 RECOMMENDATIONS															
3.1 Existing Parks															
3.2 Trails															
3.3 Equestrian Center															
3.4 Programs															
3.5 Programs															
3.6 Vision Graphic															
PHASE 4 IMPLEMENTATION															
4.1 Capital Improvements Program															
4.2 Facility Maintenance Schedule															
4.3 Implementation Workshop															
PHASE 5 MASTER PLAN DEVELOPMENT															
5.1 Draft Master Plan															
5.2 Presentation to City Council															
5.3 Final Master Plan															

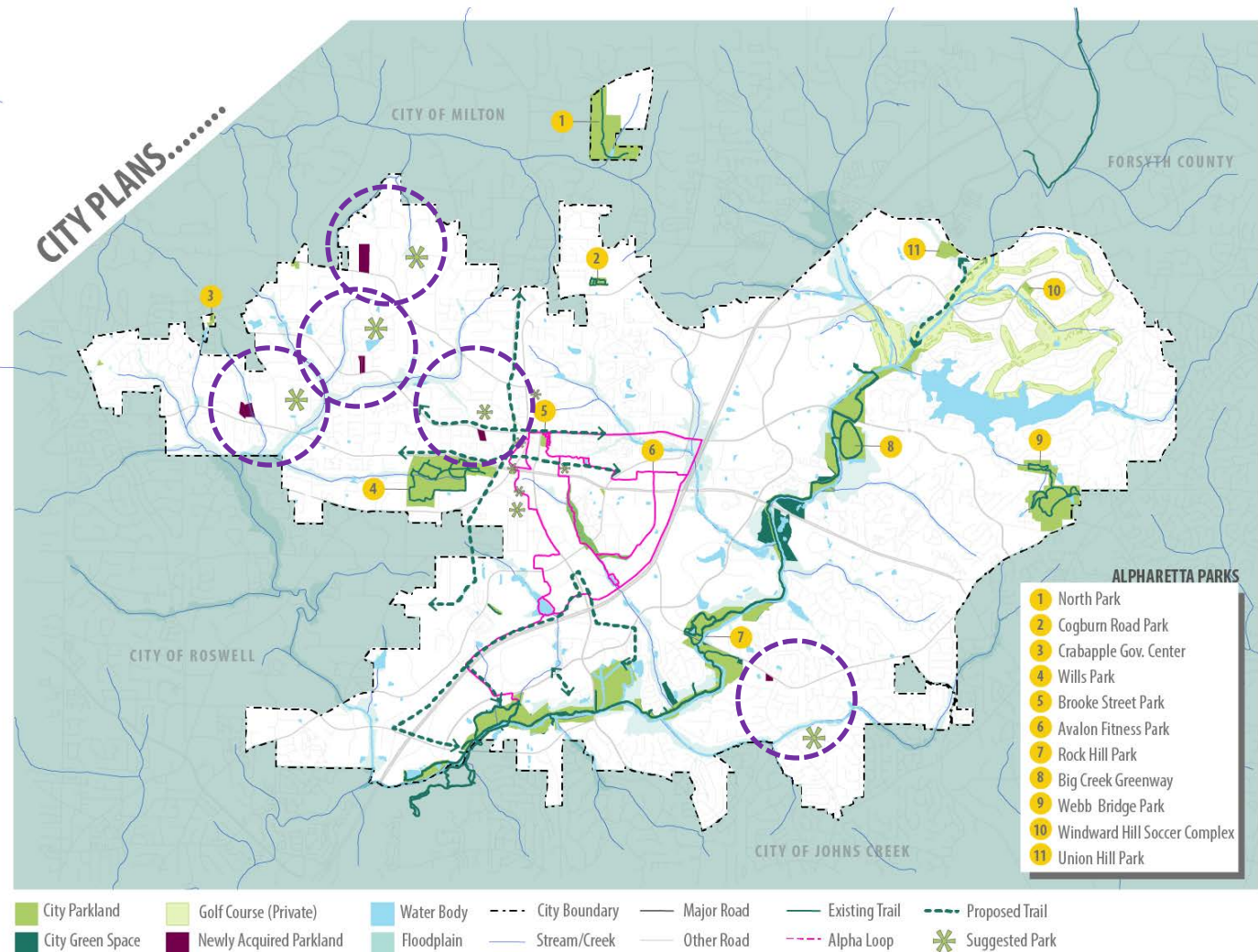
Preliminary Findings



Alpharetta Plans

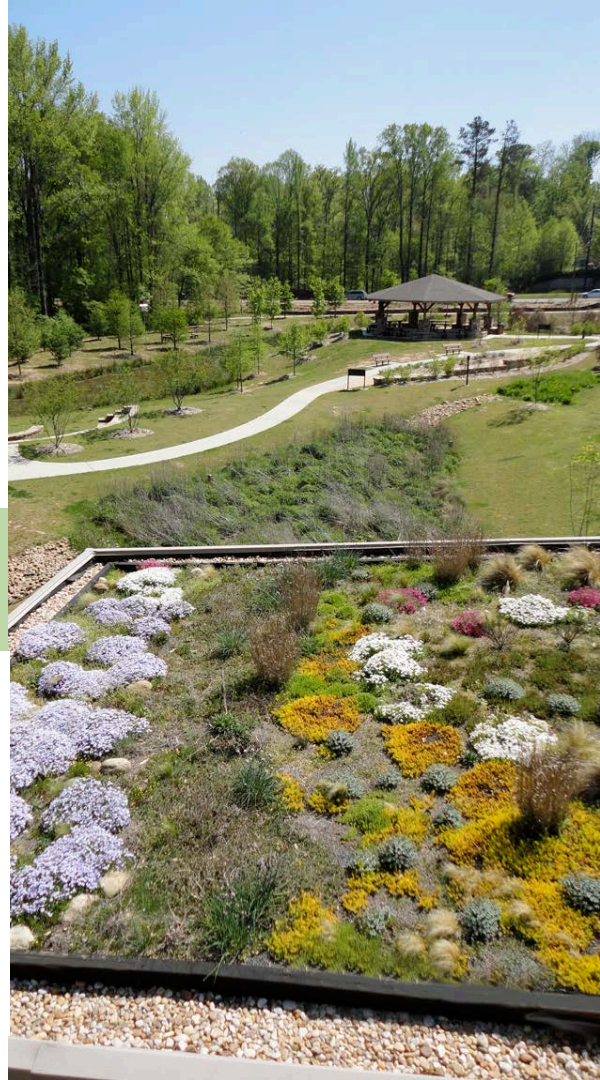
- Previous Parks Plan
- Comprehensive Plan
- Alpha Loop Plans
- Downtown Master Plan
- North Point LCI

On the City books already:



Quiz: What percent of the City is green space?

B. 10 %

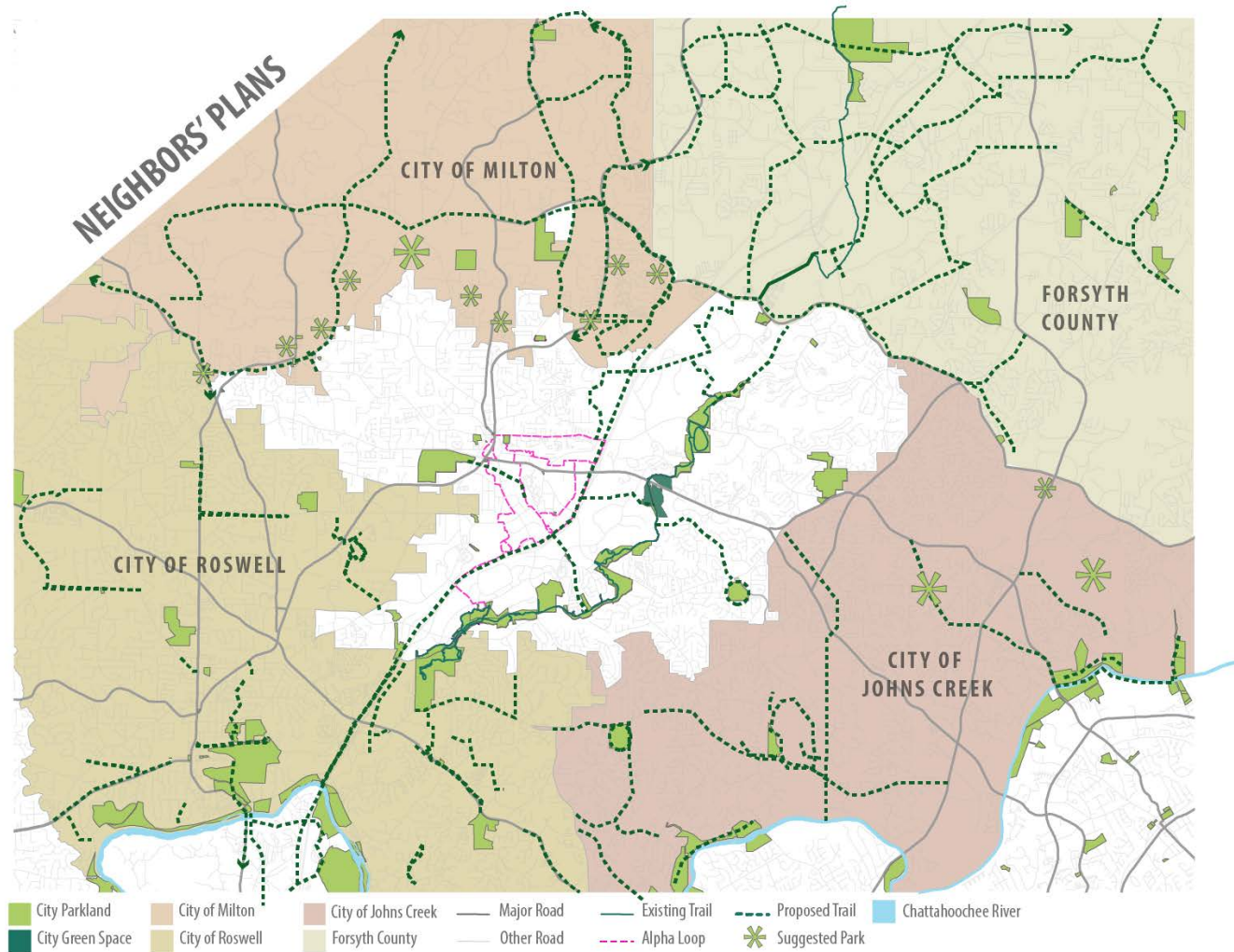


Neighbors' Plans

- Parks and trails plans for Cities of Roswell, Milton, and Johns Creek and Forsyth County
- North Fulton Comprehensive Transportation Plan



On the
neighbors'
books
already:



Level of Service (LOS): Acres

- Have **339 acres of parks** now,
another **447 in the greenway**

Current LOS:

- 5.19 acres/1,000 (parks only)
- 12.49 acres/1,000 (with greenway)



Level of Service (LOS): Acres

- Will **add 28.5 acres** with recently acquired park land

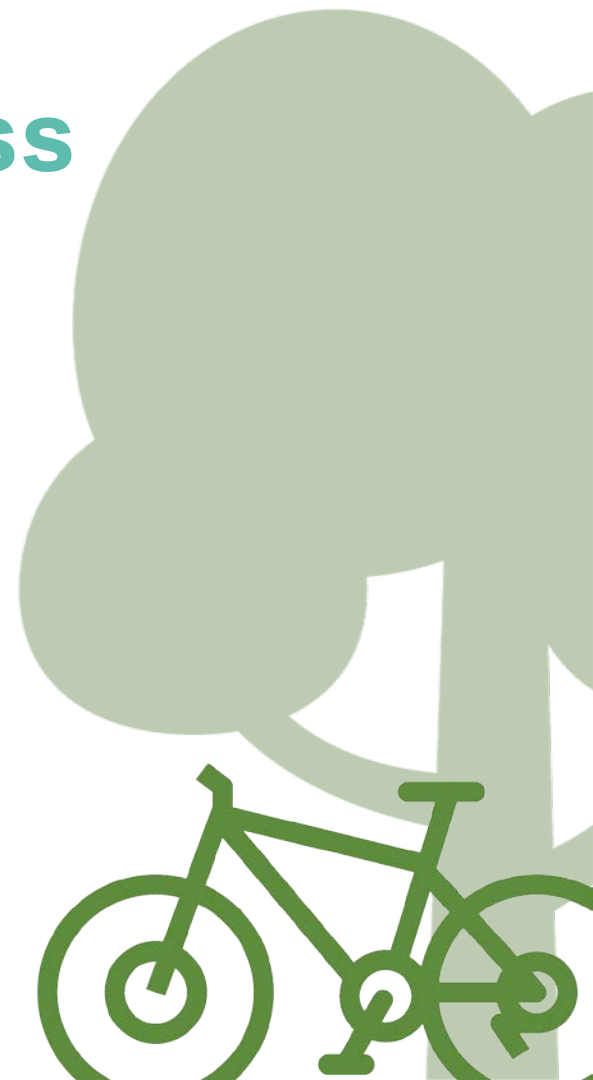
Future LOS:

Year	LOS Parks	LOS Parks + Greenway
2020	5.45	12.51
2025	5.06	11.63
2030	4.77	10.96

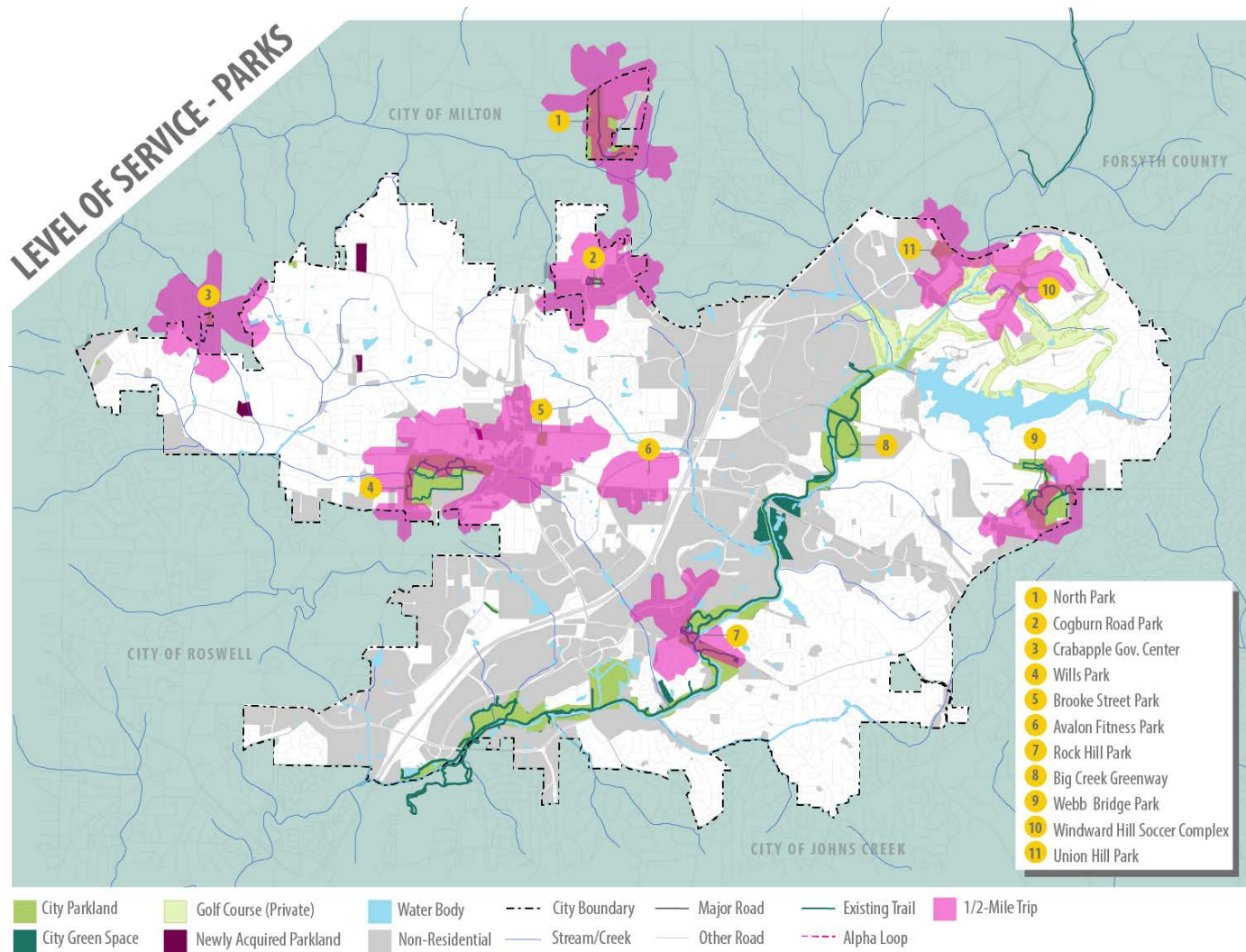


Level of Service: Access

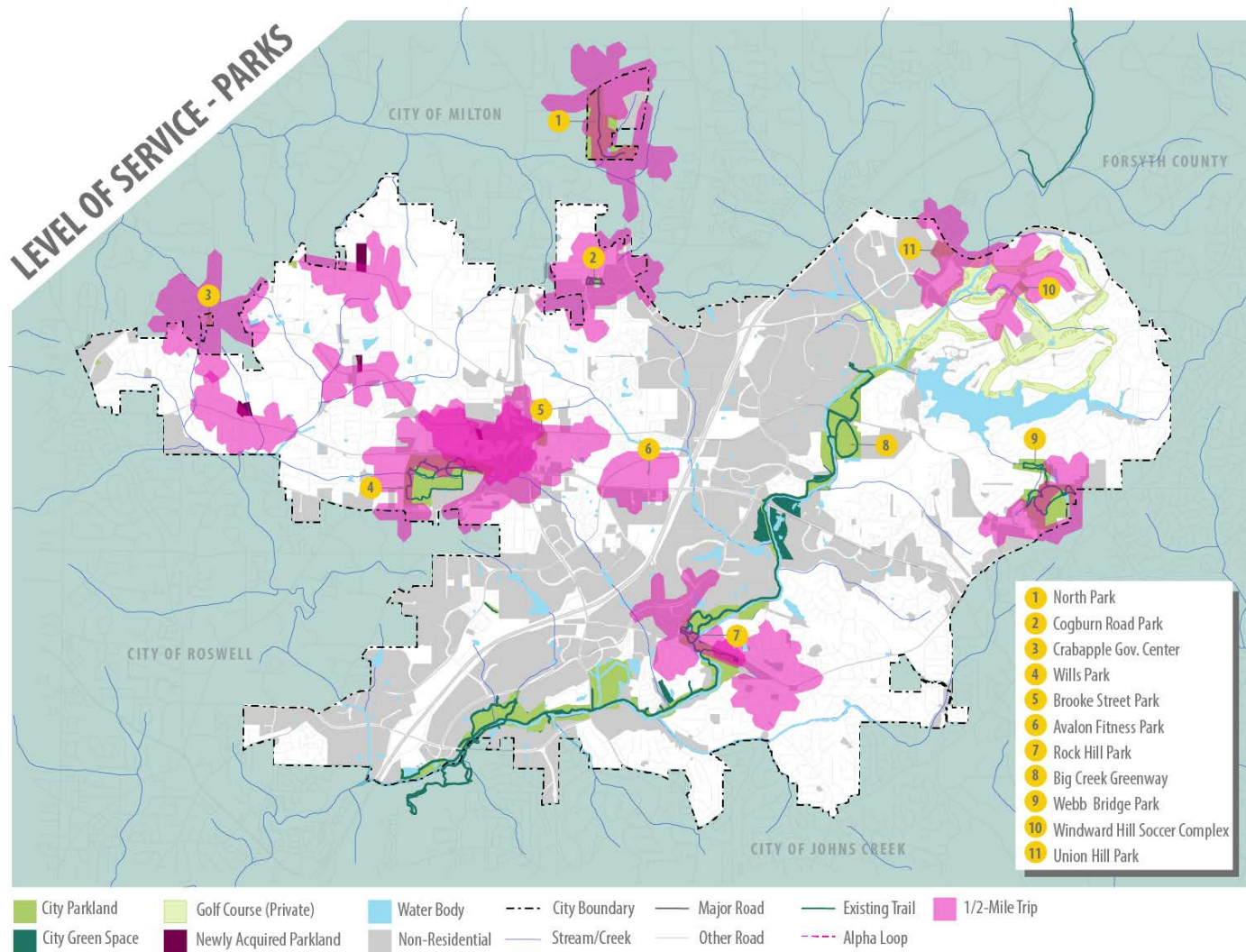
- **½ -mile trips** = 10 minute walk
- **1-mile trip** = 20-minute walk, 7-8 minute bike ride



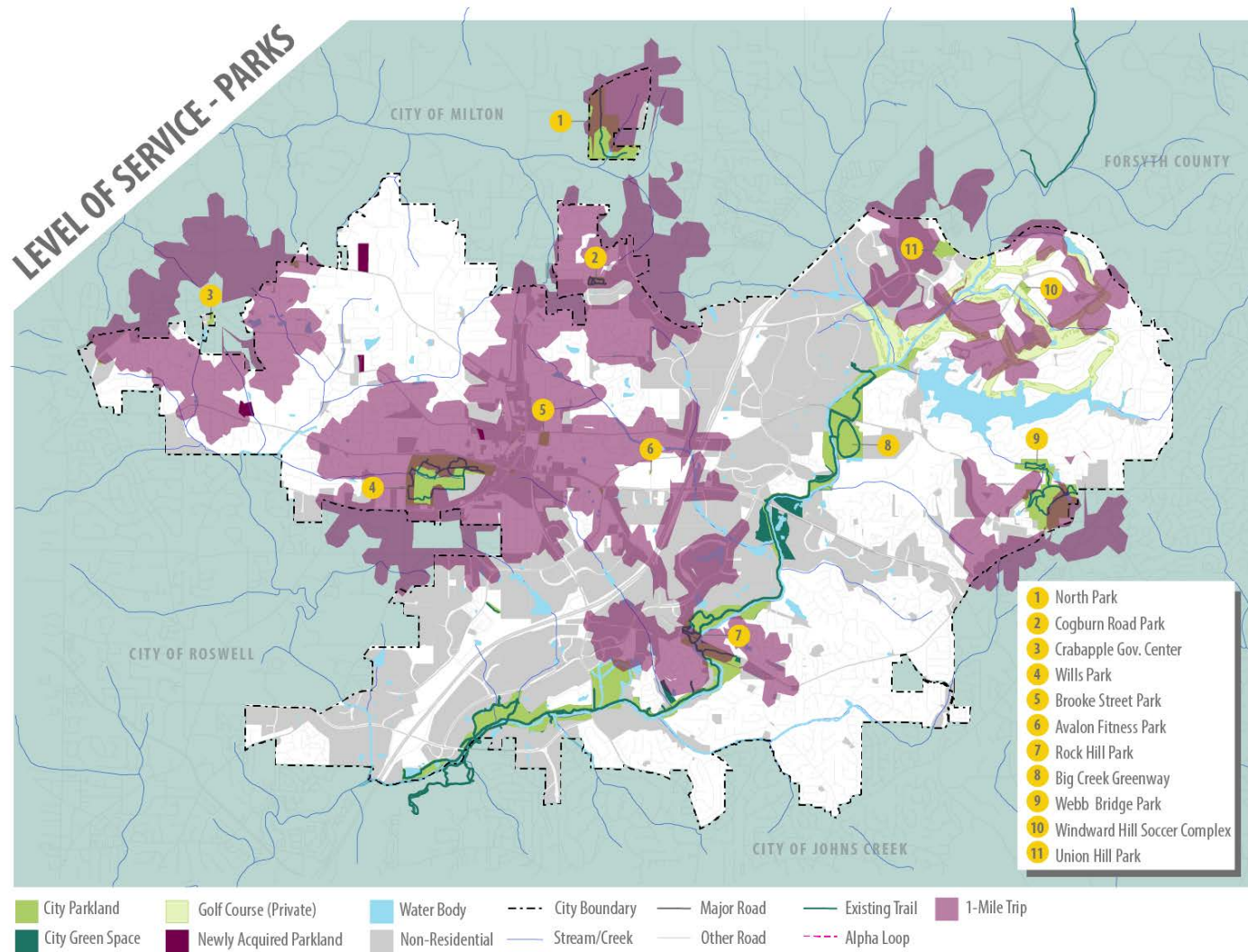
½ - Mile Trips from all Parks



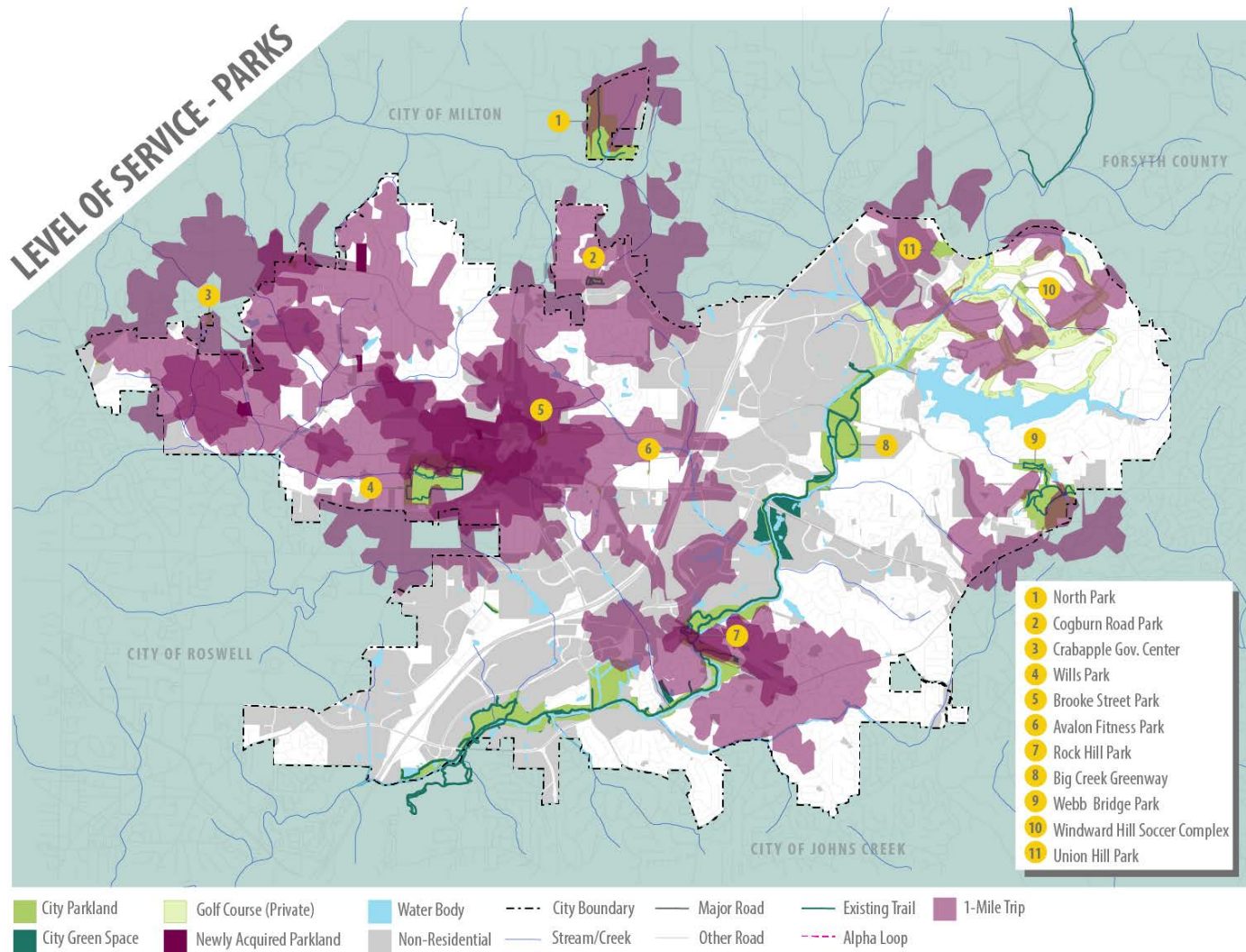
½ - Mile Trips from all Parks + New Parkland



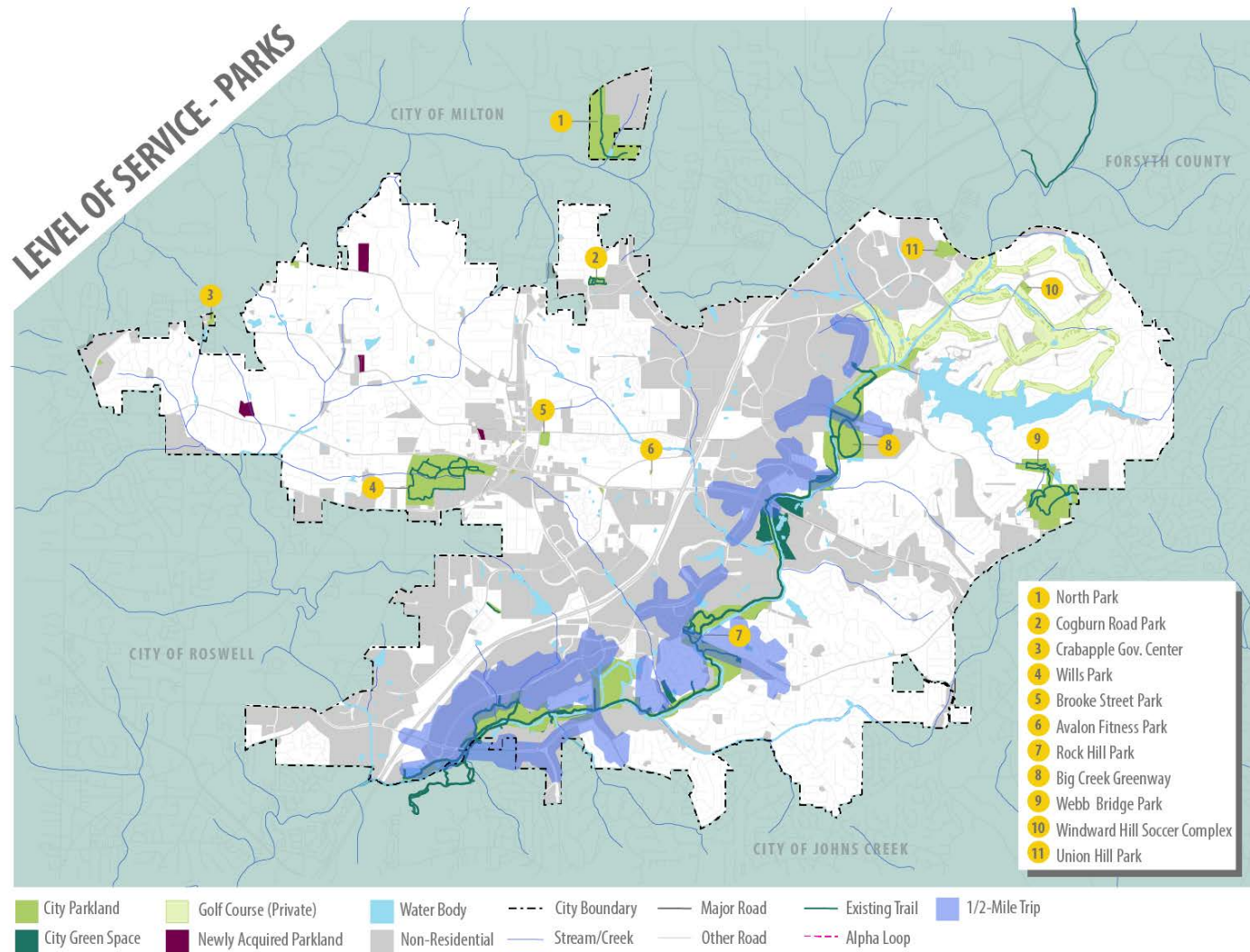
1-Mile Trips from all Parks



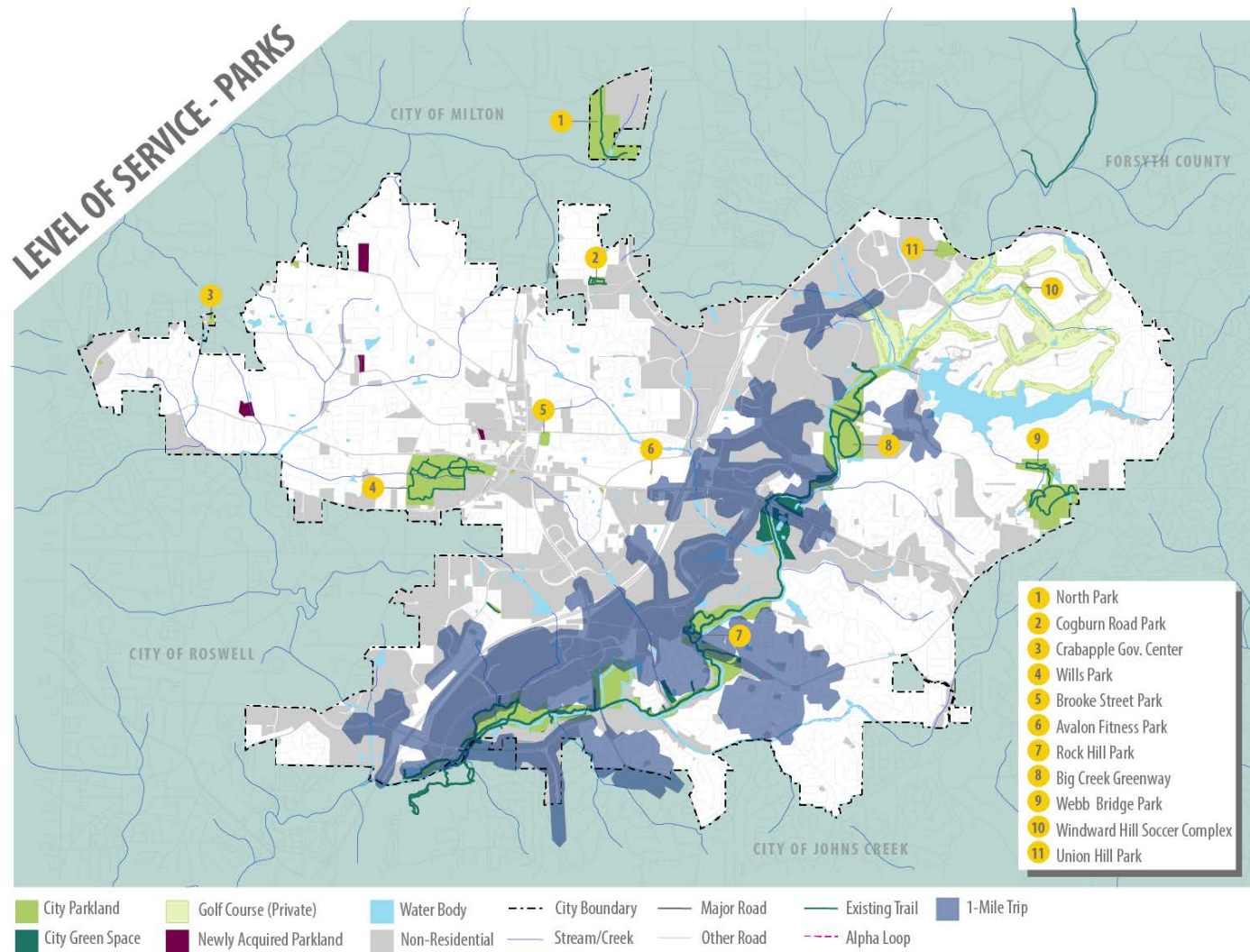
1-Mile Trips from all Parks + New Parkland



½ - Mile Trips from Greenway



1-Mile Trips from Greenway



Next Steps

Focus Groups + Interviews

Community Workshop

Finish Assessment

Draft Recommendations



Plug for the Workshop:

- 6:00 PM at xxxxxx
- “Gallery walk”-style boards for input, brief presentation, and break-out group exercise



Contact Information:

Allison Stewart-Harris, AICP

Project Manager/Planner

allison.stewart-

harris@Jacobs.com

404.978.7599

ALPHARETTA **PARKS AND RECREATION MASTER PLAN** UPDATE



City Council Meeting and Public Hearing

STAFF REPORT

Submitting Department: Recreation and Parks
Submitted By: Morgan Rodgers
Meeting Date: October 23, 2017

I. AGENDA ITEM TITLE: DEMONSTRATION FARM AT OLD RUCKER ROAD PARK PROPERTY

II. RECOMMENDATION:

Staff requests City Council feedback and guidance prior to this item being submitted for consideration as a business item on a future agenda.

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: FINAL BUDGETARY CONSIDERATIONS ARE BEING PREPARED AND WILL BE PROVIDED IN ADVANCE OF THIS ITEM BEING BROUGHT FORWARD FOR CONSIDERATION AND VOTE. THE TOTAL FIRST YEAR OPERATING COSTS ARE PROJECTED AT \$244,475.00; HOWEVER, IT IS ANTICIPATED THAT MUCH OF THE COST WOULD BE OFFSET THROUGH SPONSORSHIPS AND OTHER INCOME OPPORTUNITIES.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

City Staff will provide an overview of a proposal for relocating the Whole Foods Demonstration Farm from its current location at the former Whole Foods property on Upper Hembree Road to the City's recently acquired tract on Old Rucker Road. The presentation will include a basic overview of the demonstration farm and its purpose, the legal agreement through which Whole Foods would make the donation of the farm, and operational budgetary considerations.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Concept Presentation, Donation Agreement, Projected First Year Operating Budget

WHOLE KIDS[®]

FOUNDATION
EDUCATIONAL FARM



Our Mission

To provide experiential learning about food in an outdoor learning environment that supports the local community, including schools and neighborhood residents.



Our Vision

To provide a space for learning about, growing, cooking and eating fresh, healthy, organic food, for children, students and community members, while offering a beautiful natural space for exploration.



Our Programs

We partner with local schools, child care, youth groups, and cities to offer outdoor educational opportunities for students. This includes:

- Summer Camps
- Field Trips
- Scout Days
- Home School Days

Students learn about soil, seeds, planting, water reclamation, composting, pollinators, and healthy eating.



Our Programs

We host various open-farm days throughout the year, including:

- Volunteer Opportunities
- Family Work Days
- Holiday Celebrations (ex. Earth Day)



Our Beginning



Our Work



Our Work



Our Farm



Our Farm



Our Farm



Our Classrooms



Our Events



Our Vision of the Future



Our Vision of the Future



Our Vision of the Future

- School Field Trips
- Homeschool Days
- Summer Camps
- Boy/Girl Scout Days
- Overnight Camping
- Movies on the Farm
- Retreats and Seminars
- Art/Sculpture Gardens
- Seed Saving Club
- Cooking Classes
- Preserving Classes
- Fitness Programs
- Youth/Teen Clubs (HS Agri-Club)
- Self-guided hikes w/signs
- Forest Exploration w/signs
- Compost Center
- CSA
- Apiary
- Chicken Coop
- Grazing Goats



Our Vision of the Future

“Roswell Recreation, Parks, Historic & Cultural Affairs Department partnered with Whole Kids Foundation to bring a unique camp experience to the youth of Roswell....With the healthy living camp, the campers experienced nature, fitness, art and healthy eating in a one of a kind experience. The camps are a huge success and the partnership has been outstanding. A partnership with Alpharetta and Whole Foods Foundation would no doubt be a unique and beneficial for all involved.”

Susan Silver

Health & Wellness Coordinator

Roswell Recreation, Parks, Historic
& Cultural Affairs Department



Our Vision of the Future

Amanda Musilli
770-296-2828

Amanda.Musilli@wholefoods.com





Whole Foods Market & City of Alpharetta Agreement

Purpose

This Donation Agreement ("Agreement"), effective November 18, 2017 ("Effective Date"), is made and entered into by and between Whole Foods Market, ("WFM" or "Whole Foods") located at 550 Bowie St., Austin, TX 78703, and The City of Alpharetta ("Alpharetta" or "City"), located at 175 Roswell St, Alpharetta, GA 30009.

Relationship of Parties

The relationship of Whole Foods to Alpharetta is that of a donor and recipient. No provision contained herein shall be construed to create a partnership, joint venture, agency, fiduciary or employment relationship.

Terms

1. Donation Agreement

In order to fulfill its mission, Whole Foods is excited to offer Alpharetta a donation of the Whole Kids Educational Farm ("Farm"), all its assets, structures and tools, all program materials and memberships. Whole Foods will relocate the Farm to the City's property, and re-build the structures. Alpharetta will receive the donation and will operate the farm with the primary purpose of community education. The donation shall be completed on or before January 14, 2018 with signed receipt of this agreement.

Donation Description:

Whole Foods Market shall donate the Whole Kids Educational Farm, all its assets, structures and tools, all program materials and memberships, including:

- The outdoor classroom, which will be installed in the location determined by the City
- The in-field trellis, which will be installed in the location determined by the City
- The picnic pavilion, which will be installed in the location determined by the City
- Tools, equipment, and supplies, outlined in attached *Exhibit A*
- Continuation of all membership accounts, including social media accounts, which names and passwords will be changed, as determined by the City
- Program materials, including printed and digital garden classroom curriculum, literature, and teaching guides
- Whole Foods will cover all costs of deconstructing, relocating, and re-building all above outlined assets

City of Alpharetta shall provide:

- Access to City property to deliver above outlined materials no later than January 14, 2018
- All permits and easements necessary to install above outlined materials on City property
- A secure space within City property to store above outlined materials no later than January 2, 2018
- Dedicated point person, or project manager, to direct all inquiries and coordination of farm relocation
- Donation receipt, in the amount of \$XXX,000
- Proof of liability and property insurance for farm materials, taking full ownership and legal responsibility on the date the materials are delivered to the city property
- Marketing and promotion of Whole Foods Market in the City's communications and platforms as follows:
 - Whole Foods' logo placement and hyperlink to Whole Kids Foundation's website from City's page
 - Whole Foods' logo placement and hyperlink to Whole Kids Foundation's website in rotating carousel ad on City's homepage
 - Whole Foods' logo inclusion in partner listings in City's promotional materials
 - Whole Foods' logo inclusion on all electronic communications where City's partners are listed
 - Whole Kids Foundation spotlight in one edition of the City's newsletter (content to be provided by Whole Kids Foundation)
 - Opportunity for Whole Kids Foundation to submit article for City's website and Facebook Page distribution, 6 times per year
 - Whole Foods logo placement and acknowledgement at special events hosted at City's farm, once opened, for first 24 months of operation

Tax Status: The City represents that it is either: (a) an organization that is exempt from tax under section 501(c)(3) of the Code and whose status has been duly confirmed by one or more operative Internal Revenue Service rulings or determination letters, copies of which Grantee has submitted to the Foundation; or (b) a governmental body.

Publicity: If the City wishes to publicly announce the donation of the Farm, WFM requires pre-approval of all press releases or other related media material. The City and WFM shall collaborate and mutually agree upon the publicity strategy, taking into consideration presentations, publications and related activities. Any presentations, publications and related activities occurring in connection with the project shall acknowledge WFM's donation.

The City shall obtain prior approval from WFM for any such public disclosures, including the narrative description of WFM or the Whole Kids Foundation, its programs and the nature of the grant, logos, signage or other printed materials.

Relationship of the Parties: Nothing contained herein shall be construed in any way to create a joint venture, partnership, agency or other similar relationship between Whole Foods Market, the Foundation, and the City. It is the specific intent of the parties that no such relationship be established hereby. None of the Parties shall have any express or implied right or authority to assume or create any obligations on behalf, or in the name of the other party, or to bind the other party to any contract, agreement, or undertaking with any third party.

Assignment and Amendment: Neither this Agreement nor any of the rights, benefits, duties or obligations provided herein may be assigned by either party without the prior written consent of the other party. This Agreement may be amended only upon the mutual signed written consent of both parties.

No Third-Party Rights: Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to this Agreement and to their respective successors and assigns.

Governing Law: This Agreement shall be governed by the laws of the State of Delaware, without giving effect to its conflicts of law provisions.

Notice: Unless otherwise provided herein, any notice, demand, or communication required, permitted, or desired to be given under this Agreement shall be in writing and shall be delivered by hand or by registered or prepaid certified mail through the United States postal service, return receipt requested, or via courier service similar to United Parcel Service or Federal Express, addressed to the following address, or to such other address, and to the attention of such other persons or officers as either party may designate by written notice. Any notice so addressed and mailed shall be deemed duly given three (3) days after deposit in the United States mail, and if delivered by hand, shall be deemed given when delivered.

If to City:

Morgan Rodgers, CPRP, Department Director, City of Alpharetta Recreation and Parks
175 Roswell St, Alpharetta, GA 30009

If to Whole Foods Market:

Bobby Turner, Whole Foods Market Regional President
1180 Upper Hembree Road, Alpharetta, GA 30076

Severability: All provisions of this Agreement are severable. If any provision or portion hereof is determined to be unenforceable in arbitration or by a court of competent jurisdiction, then the remaining portion of the Agreement shall remain in full effect.

Counterparts: This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same Agreement. Fax, email, and other electronic transmissions are considered originals for all purposes.

Compliance with laws: The provisions of this section shall survive any termination or expiration of this Agreement. Each party represents and warrants that: It shall comply with all laws, rules, and regulations applicable to this Agreement; and it has the full right and authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person.

Waiver: A party's waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of this Agreement.

Entire Agreement: This Agreement sets forth the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter hereof.

In Witness Whereof, the parties have executed this Agreement to become effective as of the Effective Date.

City of Alpharetta Approval:

Name: Morgan Rodgers, CPRP

Role: Department Director, City of Alpharetta Recreation and Parks

Signed: _____

Date: _____

Whole Foods Market Approval:

Name: Bobby Turner

Role: Regional President, South Region

Signed: _____

Date: _____

Exhibit A: Educational Farm Asset List

Outdoor Classroom	Qty.	
Outdoor Classroom Structure Rebuilt (beams, roof, etc.)	1	
Reclaimed door tables	25	
Three Compartment Sink	1	
500 gal Water Catch Tank	1	
Water Pump	1	
Rain Barrels	4	
Wooden Benches	18	
Wooden Storage Closets	2	
Farm Tool Shed Contents	Qty.	
Shovels (regular, short handled, flat, trench)	14	
Pitchforks (4) Rakes (9)	13	
Stirrup Hoe (8) & Traditional Hoe (1)	9	
Hand Tools	50+	
Seeder	1	
Rototiller	1	
Programmable Water System	1	
Buckets, Bins, Baskets, Totes	30+	
Shelving	3	
Metal T-Posts	300	
All Hog wire rolls		
All deer fencing		
All PVC pipes		
Harvest carts and wheel barrows (adult 5, kids 2)	9	
Edger, Weed Whacker, Blower, Post hole digger, etc.	4	
Mallets (2 rubber, 3 metal, 1 long handled)	6	
All hand tools (wire cutters, hammers, pickax, etc.)		
All Other Contents, Youth Tools (39),		
Green House Contents	Qty.	
Green House Structure	1	
Pot and Trays for seedlings	500+	
Black plastic shelving		
Wooden Tables	6	
Tall upright shelving units	2	
Gabion Wall at Farm Entrance	12	
Indoor Storage Contents	Qty.	
Butcher Block Demo Tables	3	
Pop-Up Store Unit	1	
Table Leg Sets	25	
Mason Jars	30 cs	
Tableware/Flatware Sets	150	
Craft Supplies	ALL	
Sign Holders	ALL	
Chalk Signs & Holders	ALL	
Planters, Metal Trash Bins,	7	

Clip boards, markets, brushes, scissors, etc.	AL	
All Other Contents		
Farm Field Contents	Qty.	
200' Wooden Walkway Materials (14 6x6 beams and 7 cross beams)	1	
Strings of Café Lights	ALL	
Drip Line Hoses for Irrigation System		
Large Boulders	4	
Metal Raised Beds (farm and pollinator garden)	31	
Chicken Coop	1	
Bunny Hutch	1	
Bee Hive + all Bee supplies	1	
8 dwarf peach trees and 1 fig tree		
Verma compost Bins	2	
Tumbling Compost Bins	2	
All Other Contents		
Wood Shop Contents	Qty.	
Un-claimed Wood		
Hand Tools, Saws, C-Clamps		
Pick-up Truck (2004 Chevy)	1	
Small Metal Trailer	1	
Umbrella Stands	10	
Waste Receptacles	6	
Salud Contents (Post SOC Relocation)	Qty.	
Tables and Chairs		
Flatware		
Dishware		
Glassware	2	
Blenders		
Small wares		
Indoor SOC Café Wooden Beams		
White Wood Burning Stove	1	
Outdoor Pavilion (Post SOC Relocation)	Qty.	
Entire Structure (beams, roof, etc.)	1	
COB Materials	Qty.	
3-compartment sinks	4	
Handwashing sinks	3	
self-serve beverage cooler	1	
Self-contained refrigerators with doors	1	
All lumber, beams, etc. in Produce and Floral		
All Metal roofing structures in Floral and Produce		
Picnic tables	4	
Outdoor furniture		
First Aid Kits	2	
Stainless steel work tables	6	
Baskets		
Produce hanging scales	3	

Semi-Circle produce display	2	
Cases of clear plastic to-go containers		
6' chain link fencing		
3' white picket fencing		
Dishware		
Sign holders		
Rain Barrels	3	
Outdoor shelving unit with metal roof	1	
portable water tank (floral)	1	
portable hose (floral)	1	
Vintage produce carts	3	
Contents from Floral Dept. (Buckets, pots, etc.)	ALL	
Total Value		

Detailed P&L for Alpharetta Rucker Road Farm			FY 18	Q1	Q2	Q3	Q4	Assumptions and Limitations
Farm Events	Income Per Person	Estimated attendance						
Dinner & Events					\$1,000.00		\$1,000.00	Conservative budget, based on 2 events/year.
Other Conferences								
Community Education								
Classes and Workshops	\$10-25 per			\$100.00	\$300.00	\$250.00	\$300.00	
Homeschool Days (1x per month)	\$5 per child			\$100.00	\$300.00	\$300.00	\$200.00	No HS Days Dec, Jan, Feb.
Recreation and Parks Classes								
Private Events & Field Trips								
Private Event Rentals (wedding, showers, birthday, etc.)	\$250 per							
School Field Trips	\$5-7 per child			\$900.00	\$1,000.00	\$900.00	\$1,000.00	
Overnight Camping (Upcountry Camping)								
CSA Program and Food Sales								
Market Rate Memberships	\$30/week			\$0.00	\$3,000.00	\$3,000.00	\$3,000.00	Goal: 30 Members for three 10 week cycles per year, paying \$30 per week.
Pop up Farm Stands & Events					\$1,000.00	\$1,000.00	\$1,000.00	Conservative budget based on 10 members.
Off-site Farmer's Market								Est. \$100 per week in sales
Produce Sales to Wholesale					\$0.00	\$0.00	\$0.00	Potential Partnership with Cambridge High School FFA
Summer Youth Camp						\$16,000.00		20 kids x \$200 x 4 week = \$16,000
Community Garden Memberships				\$900.00				30 plots x \$30/year
Grants & Donations								
Grants								City will write these, BDG will recommend opportunities
Private Donations								
Plant Sales								
Fall, plants and specialty trays								
Spring, plants and specialty trays								
Total Income			\$36,550.00	\$2,000.00	\$6,600.00	\$21,450.00	\$6,500.00	
Ground & Area Maintenance								
Seeds and transplants				\$500.00	\$2,500.00	\$500.00	\$2,500.00	
Tools	Quantity	Cost Per						
Stakes, Twine, Ties and Rubberbands				\$100.00	\$100.00	\$200.00	\$200.00	
Pots and Trays				\$150.00	\$150.00	\$300.00	\$300.00	
Soil for seedlings				\$500.00	\$500.00	\$500.00	\$500.00	
Pest Deterrent				\$150.00	\$150.00	\$150.00	\$150.00	
Replacement Tools & gloves				\$100.00	\$100.00	\$100.00	\$100.00	
Youth Sized Tools	Quantity	Cost Per						
Replacement Tools & gloves				\$100.00	\$100.00	\$100.00	\$100.00	
Irrigation Materials	Quantity	Cost Per						
Replacement pipes, parts, timing units, etc.				\$5,000.00	\$100.00	\$100.00	\$100.00	
Animal Care Supplies	Quantity	Cost Per						
Hive box, etc.	1	\$452.00		\$0.00	\$0.00	\$0.00	\$0.00	
Bees (the actual little creatures)	1	\$145.00			\$145.00			
Cat Care (AKA cheap rodent control)				\$300.00	\$300.00	\$300.00	\$300.00	Flea treatment, food, vet care.
Chicken Care				\$300.00	\$300.00	\$300.00	\$300.00	Bedding, food, vet care.
Total Garden Supply Investment			\$18,745.00	\$7,200.00	\$4,445.00	\$2,550.00	\$4,550.00	
Labor Costs for Rucker Road Farm								
Program Director	1			\$22,500.00	\$22,500.00	\$22,500.00	\$22,500.00	40 Hours/Week, Year-Round
Farm Staff (PT, seasonal)	1			\$0.00	\$6,000.00	\$6,000.00	\$4,000.00	20 Hours/Week, April-November @ \$15-\$20/hour (40 weeks)
Farm Staff (PT, summer only) Possible FFA Opportunity	1			\$0.00	\$960.00	\$1,920.00	\$0.00	20 Hours/Week, June-August @ \$12/hour (12 weeks) Opportunity for FFA
Farm Educator (Contract)	1			\$1,600.00	\$6,000.00	\$6,000.00	\$2,400.00	Two, 4-hour class sessions per week. (40 weeks) (Support for field trips, large groups, summer camp, etc.)
Total Labor			\$124,880.00	\$24,100.00	\$35,460.00	\$36,420.00	\$28,900.00	
Additional Costs								
Marketing (social, Square, design, printing, etc.)				\$1,100.00	\$750.00	\$1,300.00	\$1,000.00	
Event Rental, Food, & Supplies				\$9,000.00	\$5,000.00	\$8,000.00	\$5,000.00	Q3 is Summer Camp food, Q2/Q4 have catered events
Misc Expenses (class materials, food, volunteer, Equipment maint.)				\$2,000.00	\$3,000.00	\$3,000.00	\$2,000.00	art supplies, paper, thermometers, rules, paint, snacks, water, etc.
Computer/E-Commerce /Router-Server/wi-fi/printers/phone				\$2,000.00	\$300.00	\$300.00	\$300.00	
CSA Boxes				\$1,200.00	\$0.00	\$1,200.00	\$0.00	
Insurance (Medical, Dental)				\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	
Insurance (Liability)				\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	
Accountant/CPA				\$600.00	\$600.00	\$600.00	\$600.00	
Employee Costs				\$5,000.00	\$6,000.00	\$6,000.00	\$5,000.00	
Total Additional Investment			\$100,850.00	\$23,900.00	\$24,650.00	\$29,400.00	\$22,900.00	
Grand Total Garden Investment			\$244,475.00	\$55,200.00	\$64,555.00	\$68,370.00	\$56,350.00	
NET INCOME INVESTMENT			(\$207,925.00)					