



APRIL 18, 2016

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 03/28/2016)

B. Council Meeting Minutes (Meeting of 04/04/2016)

C. Alcoholic Beverage License Applications

1. Hubbell And Hudson Mgmt, LLC
d/b/a Black Walnut Café
Consumption On Premises: Liquor / Beer / Wine / Sunday Sales

D. Approval / Ratification Of Contract For Purchase Of 90 - 92 Milton Avenue

V. PROJECT UPDATES

A. Convention Center

B. City Center

1. Public Components
2. Private Components: Presentation By MidCity Real Estate Partners

VI. OLD BUSINESS

- A. Ordinance Amending Chapter 2, Section 2.3 Of The City Code (Second Reading)**
An ordinance amending Chapter 2, Section 2.3 of the Code of the City of Alpharetta, Georgia pertaining to procedures for the adoption of ordinances; to provide for and effective date; to repeal conflicting laws; and for other purposes.

VII. PUBLIC HEARING

A. PH-16-05 Fox Road Abandonment

Consideration of abandonment of a portion of the Fox Road Right of Way in order to accommodate a City Council Condition approved on February 22, 2016. The portion of Fox Road is located within Land Lot 1254, 1st District, 1st Section, Fulton County, Georgia.

B. Alcohol Beverage License Hearing

3 South Main Street, LLC
d/b/a Butcher And Brew
Consumption On Premises: Liquor / Beer / Wine / Sunday Sales

VIII. NEW BUSINESS

A. Resolution Authorizing The Sale Of Real Property

B. Additional Work within the S.R. 9 Roadway / Streetscape Improvement - Marietta Street to Academy Street Contract, RFP 15-1004

C. Mayfield Road at Freemanville Road Intersection Improvement, ITB #16-011

IX. PUBLIC COMMENT

X. WORKSHOP

A. Alpharetta T-SPLOST Projects / North Fulton TRIP

XI. REPORTS

XII. ADJOURNMENT TO EXECUTIVE SESSION



STAFF REPORT

Submitting Department: City Clerk

Submitted By:

Meeting Date: April 18, 2016

I. AGENDA ITEM TITLE: COUNCIL MEETING MINUTES (MEETING OF 03/28/2016)

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 Meeting Minutes - 03-28-2016



OFFICIAL MINUTES OF
PUBLIC HEARING AND
COUNCIL MEETING
Of MARCH 28, 2016

CITY HALL – 2 PARK PLAZA
7:30 PM

Official Minutes

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

I. CALL TO ORDER

- Mayor Belle Isle called the meeting to order at 7:30 PM

II. ROLL CALL

- Council Members Present
 - David Belle Isle (Mayor)
 - Jason Binder
 - Jim Gilvin
 - Mike Kennedy
 - Dan Merkel
 - Donald Mitchell
 - Chris Owens (Mayor Pro Tem)
- Council Members Absent
 - None
- Staff Present
 - Bob Regus, City Administrator
 - James Drinkard, Assistant City Administrator
 - Sam Thomas, City Attorney
 - Kathi Cook, Director of Community Development
 - Gary George, Director of Public Safety
 - Pete Sewczwicz, Director of Public Works
 - Eric Graves, Senior Transportation Planner
 - Lyn Kennedy, Assistant City Clerk

III. PLEDGE TO THE FLAG – Boy Scout Troop 69

IV. CONSENT AGENDA

A. Alcoholic Beverage License Applications

1. PH-16-AB-10: Firebirds Of Alpharetta, LLC
2. PH-16-AB-11: Gongtong Group, LLC

❖ Council Member Mitchell offered a motion to approve the Consent Agenda

- The motion received a second from Council Member Gilvin
- The motion was approved by unanimous vote (7-0-0)

V. PROJECT UPDATES

A. Conference Center

- There will likely be a ground breaking in late Spring

B. City Center – Public Components

- Work on the bandstand continues, and the roof is beginning to take shape
- Meetings continue with Malone Design regarding the History Room

C. City Center – Private Components

- Representatives from MidCity Real Estate Partners will come before City Council on April 18 to provide an in-depth update

VI. PUBLIC HEARING

A. CLUP-16-01 / Z-16-02: Lehigh Homes / 130 Cumming Street

- Kathi Cook, Director of Community Development, came forward to introduce the item
- Overview of applicant's request
 - The applicant proposes to develop a 9 lot subdivision, with one historic house remaining on the property, on 3.1 acres with a minimum lot size depicted of 7,000 square feet
 - The applicant is requesting approval to rezone the property from R-15 to DT-R in order to develop 9 new lots
 - The request to reduce the lot size from 15,000 square feet to allow smaller 7,000 square foot lots would require a rezoning
 - The applicant is also requesting an amendment to the Land Use Plan to change from Low Density Residential to Medium Density Residential
- Property location and existing conditions
 - The property is located on the north side of Cumming Street just to the east of Cricket Lane
 - The property currently has a mixture of hardwoods and pines
 - Several specimen trees were identified with a large number of trees located along the north property lines
 - The site plan includes saving some large specimen and understory trees with planting of trees along Cumming Street and the new road in order to preserve the street character

- Some of the specimens will be removed as a result of the roadway construction
- Overview of proposed development
 - The subdivision will be accessed from one curb cut off Cumming Street and has only one roadway
 - The roadway shows a hammer head being developed at the end of the new street in order to limit impact to specimen trees
 - Brick sidewalks along Cumming Street are recommended by Staff because the property is located within the Downtown District
 - The Code does not require the sidewalks, however, other developments within the Downtown District have been required to install brick sidewalks
 - The sidewalks will require street trees planted between the back of curbs
 - The detention pond is shown at the northeastern end of the site and will drain to a drainage easement
- Recommendation
 - The Planning Commission voted unanimously to recommend approval of the application subject to the following conditions
 - 1) The property to be rezoned shall have a "DT-R" zoning classification and a "Medium Density Residential" land use. The minimum lot size shall be 7,000 square feet.
 - 2) Property shall be developed substantially in accordance with submitted plan. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements.
 - 3) Development shall preserve tree canopy coverage to the rear of lots with limited disturbance. A 15' landscape strip shall be added to the rear of lots with final approval by Staff.
 - 4) Trees determined to be of significance along Cumming Street shall remain with final approval by Staff.
 - 5) Historic architecture shall be required for the development with elevations requiring Staff approval. A minimum of 4 of the homes shall be 4-sided brick.
 - 6) Home on lot adjacent to Cumming Street shall front Cumming Street and require full porch, masonry fireplace and a setback similar to existing historic home with design to be approved by Staff.
 - 7) Minimum setbacks shall be as follows:
 - a) Front setbacks along internal street shall be 15'; lot 10 shall have a front setback of 35' along Cumming Street with a 20' minimum side setback on the eastern property line.
 - b) Side setbacks shall be 5'
 - c) Rear setbacks shall be 20'.
 - d) The building setback along the north property line on Lot 5 shall be 20'. The 20' setback along the northern property line shall be enhanced were sparse with final approval by Staff.

- 8) Street frontage shall include decorative pedestrian lighting, and landscape strip. Walls, gates and landscaping shall compliment the historic architecture and require Staff approval. Sidewalk section along Cumming Street shall be constructed with brick pavers.
 - 9) 10% of the site must be set aside and improved as an amenity space, as defined in the Alpharetta Downtown Code.
 - 10) All lots shall be side or rear loaded or shall have a detached garage to the rear of the principal structure. Applicant shall be permitted to add a detached garage to the existing home in the area where the existing concrete pad is located (side loaded) pursuant to Historic Preservation Commission and Staff approval.
 - 11) The home on Lot 10 shall be side or rear loaded. The garage shall not be visible from Cumming Street and shall be accessed from the internal roadway.
 - 12) The historic home on Lot 1 shall be maintained and restoration and/or changes shall require approval of the Historic Preservation Commission.
 - 13) Development shall preserve tree canopy coverage to the rear of lots (development perimeter) with limited disturbance, as approved by the City Arborist.
 - 14) Design and Construction of Detention Pond to be approved by Staff.
 - 15) Minimum 5 foot sidewalk and 4 foot planting area required along internal street.
 - 16) Minimum 6 foot sidewalk and 6 foot planting area required along Cumming Street.
 - 17) Cumming Street to be improved to 30 foot half width R/W including a 14 foot travel lane.
- Don Rolader, attorney for the applicant, came forward in representation of the application
 - Brendan Walsh, the applicant, gave an overall synopsis of the development with comparisons from other areas which have similar community value
 - Chris Finke of AEC Engineers came forward to respond to questions related to stormwater management and water quality strategies
 - The applicant offered substitute conditions for Council's consideration
 - Public comment was invited:
 - Dr. Charles Boykin, 154 Cold Creek Drive, came forward to speak on the item
 - Fred Williamson, 211 Pine Tree Circle, came forward to speak on the item
- ❖ Council Member Kennedy offered a motion to approve the application with the following conditions:
- 1) The property to be rezoned shall have a "DT-R" zoning classification and a "Medium Density Residential" land use. The minimum lot size shall be 7,000 square feet.
 - 2) Property shall be developed substantially in accordance with submitted plan dated March 28, 2016. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements.
 - 3) Development shall preserve tree canopy coverage to the rear of lots with limited disturbance. A 15' landscape buffer shall be added to the rear of lots and enhanced where sparse with final approval by Staff.
 - 4) Tree #460 (the 24" crepe myrtle) and Tree #493 (the 60" southern red oak) shall remain.

- 5) Historic architecture shall be required for the development with elevations requiring Staff approval. A minimum of 4 of the homes shall incorporate a significant amount of brick or stone, and the final elevations shall be approved by Staff.
- 6) Home on lot adjacent to Cumming Street shall front Cumming Street and require full porch, masonry fireplace and a setback similar to existing historic home with design to be approved by Staff.
- 7) Minimum setbacks shall be as follows:
 - a) Front setbacks along internal street shall be 15'; lot 10 shall have a front setback of 35' along Cumming Street with a 20' minimum side setback on the eastern property line.
 - b) Side setbacks shall be 3'
 - c) Rear setbacks shall be 20'.
 - d) The building setback along the north property line on Lot 5 shall be 20'. The 20' setback along the northern property line shall be enhanced were sparse with final approval by Staff.
- 8) Street frontage shall include decorative pedestrian lighting, and landscape strip. Walls, gates and landscaping shall compliment the historic architecture and require Staff approval. Sidewalk section along Cumming Street shall be constructed with brick pavers.
- 9) 10% of the site must be set aside and improved as an amenity space, as defined in the Alpharetta Downtown Code.
- 10) All lots shall be side or rear loaded or shall have a detached garage to the rear of the principal structure. Applicant shall be permitted to add a detached garage to the existing home in the area where the existing concrete pad is located (side loaded) pursuant to Historic Preservation Commission and Staff approval.
- 11) The home on Lot 10 shall be side or rear loaded. The garage shall not be visible from Cumming Street and shall be accessed from the internal roadway.
- 12) The historic home on Lot 1 shall be maintained and restoration and/or changes shall require approval of the Historic Preservation Commission.
- 13) Development shall preserve tree canopy coverage to the rear of lots (development perimeter) with limited disturbance, as approved by the City Arborist.
- 14) Design and Construction of Detention Pond to be approved by Staff. Detention pond shall be heavily screened. The outlet structures visible from adjacent properties shall be faced with rock and channels shall be lined with decorative rock as approved by Staff.
- 15) Minimum 5 foot sidewalk and 4 foot planting area required along internal street.
- 16) Minimum 6 foot sidewalk and 6 foot planting area required along Cumming Street.
- 17) Cumming Street to be improved to 30 foot half width R/W including a 14 foot travel lane.
- The motion received a second from Council Member Owens who offered the following friendly amendments
 - Condition #4: Add a sentence stating, "Specimen trees indicated on the site plan date March 28, 2016 shall be preserved."

- Condition #8: Reword the condition to read, "Street frontage shall include decorative pedestrian lighting, and landscape strip. Walls, gates and landscaping shall compliment the historic architecture and require Staff approval. Sidewalk section along Cumming Street shall be constructed of concrete with brick bands.
- Condition #13: strike in its entirety
- Condition #14: Reword the condition to read, "Design and Construction of Detention Pond to be approved by Staff. Detention pond shall be heavily screened. Portions of the wall and outlet control structures visible from adjacent properties shall be faced in brick, stone, or other material approved by Staff. Outfall channels and aprons shall be constructed of decorative stone as directed by Staff. Micropools for water quality are not allowed without specific Staff approval after all other options are exhausted. Applicant shall conduct a downstream analysis for pond discharge. The scope and extent of the analysis is subject to Staff approval. Applicant shall address the results of the analysis with improvements as required by Staff."
- Condition #16: Restate the condition to read, "A 6 foot sidewalk and 6 foot planting area required along Cumming Street. Variations in the width of sidewalk and landscape strip will be subject to Staff approval in order to allow for preservation of the existing 60-inch oak on Lot 10."
- Council Member Kennedy accepted the friendly amendments as offered by Council Member Owens
- The motion was approved by unanimous vote (7-0-0)

B. Z-15-12 / V-16-05: Old Milton Holdings / DT-LW

- Kathi Cook, Director of Community Development, came forward to introduce the item
- Overview of applicant's request
 - The applicant, Old Milton Holdings LLC., is requesting a change in Zoning from R-12 and O-P to DT-LW.
 - Variances for the height of the buildings from the required 40' to 42' for the single family homes and 45' for the townhomes are also requested.
 - The applicant is requesting approval of 7 townhomes and 10 detached homes on lots that are 3,200 square feet in size
- Overview of proposed development
 - The submitted request, if approved, will allow Old Milton Holdings to construct a project consisting of residential as part of their adjoining project with residential restaurant, office and commercial uses with park and open space east of the site
 - Applicant is proposing to build 17 residential units which include ten single-family detached homes of 2,200 to 3,800 square feet in size and seven townhomes
 - Detached homes will front Thompson Street where other properties have been required to provide a linear path with 12' trail and associated green space to promote the connection between Avalon and Downtown
 - The site does not incorporate significant tree save areas and will be required to meet the Tree Ordinance and impacts to offsite specimen trees will not be permitted

- Recommendation
 - The Planning Commission voted unanimously to recommend approval of the application subject to the following conditions
 - 1) Site shall be zoned DT-LW and substantially similar to site plan submitted by AEC and dated 1-22-2016.
 - 2) Streetscape shall match the Downtown Code and include decorative pedestrian street lights.
 - 3) In order to limit impacts to specimen trees the plan shall be amended to remove Lot 10 which impacts offsite specimen trees. There shall be no encroachment into Trees 178 (32" Loblolly Pine), 102 (28" Water Oak) and 103 (36" Water Oak) except as approved by the City Arborist.
 - 4) On-street parking shall be expanded to the internal streets west of Park Street.
 - 5) Townhomes/Detached residential shall accommodate 18 foot driveway in addition to the two car garage or site shall provide convenient (within 500') on street parking of one per additional bedroom.
 - 6) Linear Park shall be developed along frontage with a minimum width of 12 feet with an improved 6' green space as designed by Applicant and approved by Staff.
 - 7) Architecture shall be representative of southern historic vernacular style and townhomes shall have roof top terraces as depicted, however, materials and details require Staff approval.
 - 8) Each elevation shall be different for the proposed single family homes along Thompson Street. All architecture will require Staff review and approval. Product along Thompson Street shall be rear entry.
 - 9) A 15' heavily planted landscape strip shall be required adjacent to property to the east, west and south.
- Doug Dillard, Atty., came forward in representation of the application
- The applicant presented alternative conditions to those recommended by City Staff
 - 1) Site shall be zoned DT-LW and substantially similar to site plan submitted by AEC and dated March 25, 2016.
 - 2) Streetscape shall match the Downtown Code and include decorative pedestrian street lights.
 - 3) ~~In order to limit impacts to specimen trees the plan shall be amended to remove Lot 10 which impacts offsite specimen trees. There shall be no encroachment into Trees 178 (32" Loblolly Pine), 102 (28" Water Oak) and 103 (36" Water Oak) except as approved by the City Arborist.~~
 - 4) On-street parking shall be expanded to the internal streets west of Park Street.
 - 5) Townhomes/Detached residential shall accommodate 18 foot driveway in addition to the two car garage or site shall provide convenient (within 500') on street parking of one per additional bedroom.
 - 6) Linear Park shall be developed along frontage with a minimum width of 12 feet with an improved 6' green space as designed by Applicant and approved by Staff.

- 7) Architecture shall ~~representative of southern historic vernacular style~~ comply with the Downtown Code and townhomes shall may have roof top terraces as depicted, however, materials and details require Staff approval.
 - 8) Each elevation shall be different for the proposed single family homes along Thompson Street. All architecture will require Staff review and approval. Product along Thompson Street shall be rear entry.
 - 9) A ~~15'~~ 10' heavily planted landscape strip shall be required adjacent to property to the east, west and south and may be expanded to 15' where possible. No landscape strip is required adjacent to the property to the south owned by the Applicant, Old Milton Holdings, LLC.
- Public comment was invited
 - No member of the public came forward to speak
 - ❖ Council Member Kennedy offered a motion to approve the application with the following conditions
 - 1) Site shall be zoned DT-LW and substantially similar to site plan submitted by AEC and dated March 25, 2016.
 - 2) Streetscape shall match the Downtown Code and include decorative pedestrian street lights.
 - 3) In order to limit impacts to specimen trees the improvements within Lot 10 encroaching upon Tree #178 shall be substantially limited to the existing encroachment. There shall be no encroachment into 102 (28" Water Oak) and 103 (36" Water Oak) except as approved by the City Arborist.
 - 4) On-street parking shall be expanded to the internal streets west of Park Street.
 - 5) Townhomes/Detached residential shall accommodate 18 foot driveway in addition to the two car garage or site shall provide convenient (within 500') on street parking per Code.
 - 6) Linear Park shall be developed along frontage with a minimum width of 12 feet with an improved 6' green space as designed by Applicant and approved by Staff.
 - 7) Architecture shall be developed substantially as submitted with the application and in compliance with the Downtown Code and townhomes shall have roof top terraces as depicted, however, materials and details require Staff approval.
 - 8) Each elevation shall be different for the proposed single family homes along Thompson Street. All architecture will require Staff review and approval. Product along Thompson Street shall be rear entry.
 - 9) A 10' heavily planted landscape strip shall be required adjacent to property to the east, west and south and may be expanded to 15' where possible. No landscape strip is required adjacent to the property to the south owned by the Applicant, Old Milton Holdings, LLC and all buffer widths shall be subject to approval by Staff.
 - The motion received a second from Council Member Owens
 - The motion was approved by unanimous vote (7-0-0)

C. MP-16-01 / V-16-03: Parkway 400

- Eric Graves, Senior Transportation Planner, came forward to introduce the item
- Applicant's request

- The applicant, Greenstone Parkway 400 LLC, is requesting approval of a master plan amendment in order to increase the allowed hotel room count from 131 to 132 rooms
- They are also requesting a variance to the side setback from 10' to 0' enabling proposed parking decks to be continuous across Parcel 1 and Parcel 2; and a front setback variance to reduce the front yard setback from 65' to 25' for a parcel along Kimball Bridge Road, allowing construction of a parking deck to be closer to the road
- Location and existing conditions
 - The subject property, zoned O-I, is located on the south side of Old Milton Parkway west of GA 400
 - The 41 acre Parkway 400 master planned development is situated roughly between the extension of Northwinds Parkway and Kimball Bridge Road
 - Located to the north is Avalon, zoned MU which currently contains retail, office, and residential uses
 - South of the property on the east end is the recently approved Northwinds Residential zoned R-8 A/D.
 - To the east is Gwinnett Technical College
 - To the west is a Fulton County Schools facility as well as commercial zoned properties including Quick Trip and the Atwater Retail development
- Overview of proposal
 - The submitted request, if approved, will allow construction of a 132 room hotel
 - The approved site plan provides for 110 parking spaces
 - The applicant is requesting a change to conditions of a master plan amendment approved by the City Council in MP-14-09 Parkway 400/Hotel on May 26, 2016
 - Condition number one states, "One select service business class hotel shall be permitted not to exceed 6 stories in height with a maximum of 131 guest rooms. No extended stay or "suites" hotel shall be permitted"
 - Two variances are also being requested by the applicant
 - One is for the reduction of the front setback of a parcel along Kimball Bridge Road from 65 feet to 25 feet in order to better utilize the existing topography
 - The other variance requested is to eliminate the side setback requirement of 10' allowing two parcels to combine parking structures
- Recommendation
 - The Planning Commission voted unanimously to recommend approval of the application subject to the following conditions
 - 1) One select service business class hotel (Even Hotel Presented) shall be permitted not to exceed 6 stories in height with a maximum of 132 guest rooms. No extended stay or "suites" hotel shall be permitted.
 - 2) Site shall be developed substantially as shown on plan dated January 4, 2016 prepared by AEC, Inc.

- 3) Extensive landscaping and decorative street lights shall be provided along the roadway and at the entrance from Kimball Bridge Road. Corner features with heavy landscaping and decorative stone or brick wall, as approved by Staff, to be provided on both sides of the private drive at the Kimball Bridge Road intersection.
 - 4) Provide a heavy landscape screening along the south Property Line
 - 5) A 10 foot minimum aesthetic evergreen landscape screen shall be provided along Private Drive to break up the view of the parking deck from the road.
 - 6) Stormwater facilities shall be moved and/or completely screened from roadway as approved by staff or incorporated into the landscape.
 - 7) A planted green wall shall be installed on the sides of the parking deck visible from Private Drive.
 - 8) Site plan, landscaping, and architecture shall be approved by Staff.
 - 9) Parking decks visible from Kimball Bridge Rd and Northwinds Parkway shall be treated with comparable materials and finishes to the buildings they serve and designed so that its use is not readily apparent. Suitability of parking deck elevation, visibility and landscape screening shall be approved by Staff.
 - 10) Minimum 5 foot sidewalk with 4 foot minimum planting strip shall be required along the south side of existing private drive as approved by Staff.
 - 11) Minimum 6 foot sidewalk with 6 foot minimum planting strip shall be required along Kimball Bridge Road.
 - 12) Pedestrian access from the private drive to building access points shall be required. Provide pedestrian scale lighting and amenities throughout development.
 - 13) Shared parking easement shall be provided on Kimball Bridge parcel for the Hotel site.
 - 14) Required focal point feature at the access to Northwinds shall provide a minimum 5,000 square feet greenspace/plaza area.
 - 15) All previous conditions in the master plan remain in effect unless explicitly superseded with these conditions.
- Mr. came forward in representation of the application
 - Public comment was invited
 - No member of the public came forward to speak on the item
 - ❖ Council Member Kennedy offered a motion to approve the application subject to the following conditions
 - 1) One select service business class hotel (Even Hotel Presented) shall be permitted not to exceed 6 stories in height with a maximum of 132 guest rooms. No extended stay or "suites" hotel shall be permitted.
 - 2) Site shall be developed substantially as shown on plan dated January 4, 2016 prepared by AEC, Inc.
 - 3) Extensive landscaping and decorative street lights shall be provided along the roadway and at the entrance from Kimball Bridge Road. Corner features with heavy landscaping and

decorative stone or brick wall, as approved by Staff, to be provided on both sides of the private drive at the Kimball Bridge Road intersection.

- 4) Provide a heavy landscape screening along the south Property Line
- 5) A 10 foot minimum aesthetic evergreen landscape screen shall be provided along Private Drive to break up the view of the parking deck from the road.
- 6) Stormwater facilities shall be moved and/or completely screened from roadway as approved by staff or incorporated into the landscape.
- 7) A planted green wall shall be installed on the sides of the parking deck visible from Private Drive.
- 8) Site plan, landscaping, and architecture shall be approved by Staff.
- 9) Parking decks visible from Kimball Bridge Rd and Northwinds Parkway shall be treated with comparable materials and finishes to the buildings they serve and designed so that its use is not readily apparent. Suitability of parking deck elevation, visibility and landscape screening shall be approved by Staff.
- 10) Minimum 5 foot sidewalk with 4 foot minimum planting strip shall be required along the south side of existing private drive as approved by Staff.
- 11) Minimum 6 foot sidewalk with 6 foot minimum planting strip shall be required along Kimball Bridge Road.
- 12) Pedestrian access from the private drive to building access points shall be required. Provide pedestrian scale lighting and amenities throughout development.
- 13) Shared parking easement shall be provided on Kimball Bridge parcel for the Hotel site.
- 14) Required focal point feature at the access to Northwinds shall provide a minimum 5,000 square feet greenspace/plaza area.
- 15) All previous conditions in the master plan remain in effect unless explicitly superseded with these conditions.
 - The motion received a second from Council Member Binder
 - The motion passed by unanimous vote (7-0-0)

{NOTE: Council Member Owens left the room at this point in the meeting}

D. PH-15-26: Update To The Downtown Master Plan Map

- Kathi Cook, Director of Community Development, came forward to introduce the item
- Staff is recommending a change to the Downtown Master Plan map to the north to incorporate additional properties on Canton Street
 - Properties along Canton Street are part of the Garden District and re-development should follow architectural guidelines established within the Downtown Master Plan
 - This change does not impact current zoning
 - Residents have been notified by a letter of the proposed changes which would only impact redevelopment by requiring architecture to meet guidelines established in the Downtown Master Plan

- The Planning Commission recommended unanimously that this item be approved
- Public comment was invited
 - Kim Roddy, 284 Canton Street, came forward to pose questions
- ❖ Council Member Kennedy offered a motion to approve PH-15-26: Update To The Downtown Master Plan Map
 - The motion received a second from Council Member Gilvin
 - The item was approved by unanimous vote (6-0-0)

{NOTE: Council Member Owens returned to the dais at this point in the meeting.}

E. PH-16-03: Norcross Street Abandonment

- Kathi Cook, Director of Community Development, came forward to present the item
- Staff recommends that a .25 –acre portion of Norcross St., City right-of-way, be abandoned
- Sam Thomas, City Attorney, read aloud into the record a resolution abandoning the roadway
- Public comment was invited
 - No member of the public came forward to speak
- ❖ Council Member Mitchell offered a motion to approve PH-16-03: Norcross Street Abandonment
 - The motion received a second from Council Member Owens
 - The motion passed by unanimous vote (7-0-0)

VII. NEW BUSINESS

A. Resolution: Conference Center

- Sam Thomas, City Attorney, came forward to present the item
- The item is a resolution of the Council of the City of Alpharetta, Georgia to approve the execution and delivery of an intergovernmental contract and conference center lease, the preparation, use and distribution of a preliminary official statement, the participation by the City of Alpharetta, Georgia in the validation of certain bonds; and for other purposes
- Earlier this evening the Development Authority approved the issuance of revenue bonds in an amount of approximately \$26 million to fund the public portion of the project, which is the conference center
- The resolution is the continuation of the process related to the previous approval by City Council of an agreement with the Avalon Hotel for the construction of the conference center
- Mr. Thomas read aloud into the record the resolution
- Public comment was invited
 - No member of the public came forward to speak
- ❖ Council Member Mitchell offered a motion to approve the resolution as presented by the City Attorney
 - The motion received a second from Council Member Kennedy
 - The motion passed by unanimous vote (7-0-0)

VIII. PUBLIC COMMENT

- None

IX. REPORTS

- Mayor Belle Isle offered comments regarding the completion of the 2016 General Assembly Session and the T-SPLOST and transit expansion legislation that was passed during the session

X. ADJOURNMENT

- ❖ With no further business to be considered or items to be heard, Mayor Belle Isle adjourned the meeting at 9:47 PM

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "James Drinkard", is written over the printed name.

James Drinkard, Assistant City Administrator



STAFF REPORT

Submitting Department: City Clerk

Submitted By:

Meeting Date: April 18, 2016

I. AGENDA ITEM TITLE: COUNCIL MEETING MINUTES (MEETING OF 04/04/2016)

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 Meeting Minutes - 04-04-2016



OFFICIAL MINUTES OF COUNCIL MEETING ON

APRIL 4, 2016

CITY HALL – 2 PARK PLAZA

6:30 P.M.

Official Minutes

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

I. CALL TO ORDER

- Mayor Belle Isle called the meeting to order at 6:31 PM.

II. ROLL CALL

- Council Members Present
 - David Belle Isle (Mayor)
 - Jason Binder
 - Jim Gilvin
 - Mike Kennedy
 - Dan Merkel
 - Chris Owens (Mayor Pro Tem)
- Council Members Absent
 - Donald Mitchell
- Staff Present
 - Bob Regus, City Administrator
 - Gary George, Director of Public Safety
 - Tom Harris, Director of Finance
 - Lyn Kennedy, Assistant City Clerk
 - Pete Sewczwicz, Director of Public Works
 - Sam Thomas, City Attorney

III. PLEDGE TO THE FLAG

IV. CONSENT AGENDA

- ❖ Council Member Owens offered a motion to approve the Consent Agenda
 - The motion received a second from Council Member Kennedy

- The motion was approved by unanimous vote (6-0-0)

V. PROJECT UPDATES

A. Conference Center

- Closings are scheduled for April 22 and May 3
- Groundbreaking is tentatively scheduled for June 21

B. City Center – Public Development

- Bandstand construction continues, with the roof nearly complete

C. City Center – Private Development

- MidCity Real Estate Partners will provide an update to City Council on April 18

VI. OLD BUSINESS

A. Ordinance Amending Chapter 12, Article VI Of The City Code

- This is the second reading of this ordinance
- The purpose of the ordinance is to better regulate businesses engaged in providing massage services and to provide authority for the Department of Public Safety to perform background checks on those engaged in such business
- Some neighboring jurisdictions have recently enacted similar measures in an effort to combat less legitimate massage businesses, and there is some concern that operators being pushed out of those jurisdictions may attempt to locate in Alpharetta if this measure is not taken
- Scott Hastey of the City Attorney's Office provided an overview of changes that have been made since the first reading of the ordinance amendment
- Sam Thomas, City Attorney, read aloud the ordinance into the record
- ❖ Council Member Gilvin offered a motion to approve the second reading and adopt an ordinance amending Chapter 12, Article VI of the City Code to delete, modify, and add provisions pertaining to the regulation of massage establishments and spas, and for other purposes
 - The motion received a second from Council Member Merkel
 - The motion passed by unanimous vote (6-0-0)

VII. NEW BUSINESS

A. Restoration Of Pavement Markings

- Pete Sewczwicz, Director of Public Works, came forward to present the item
- Staff is requesting the approval of a proposal from Peek Pavement Markings, LLC in the amount of \$74,761.13 for striping maintenance and restoration of pavement markings associated with the City's annual milling and resurfacing project
- The City of Alpharetta maintains over 500 lane miles of roadway
- This request is for the replacement of striping and raised pavement markings along the following roads listed as part of the FY 2016 Annual Milling and Resurfacing Project
 - North Point Drive from North Point Circle to Haynes Bridge Road
 - North Point Center East from Encore Pkwy to North Point Circle

- Kimball Bridge Road from GA 400 Bridge to North Point Parkway
- Charlotte Drive from Rucker Road to Mid-Broadwell Road
- In addition, this request is for replacement of thermoplastic stop bars (No Lane Striping) at the following roads listed as part of the FY 2016 Annual Milling and Resurfacing Project
 - Parkbrooke Drive at Brookline Drive
 - Parkbrooke Drive at Park Creek Way
 - Birch Ridge Drive at Harris Road
 - Creekline Drive at Old Roswell Road
 - Creekline Drive at Parkmount Drive
 - Parkmount Drive at Warsaw Road
 - Park Creek Court at Parkmont Drive
 - Dennis Drive at Rucker Road
 - Surrey Point at Hopewell Road
 - Mayfield Circle at Heritage Lane
 - Mayfield Circle at Meadow Drive
 - Mayfield Circle at Mayfield Road
 - Heritage Lane at Mayfield Circle
 - Kenneth Drive at Mayfield Circle
 - Meadow Drive at Mayfield Circle
- Remaining funds will be used for striping maintenance on the following roads
 - Douglas Road from Clubhouse Drive to City Limits (RPMs)
 - Haynes Bridge Road from Old Milton Parkway to City Limits (RPMs)
 - Mansell Road from North Point Parkway to Westside Parkway (RPMs)
 - Westside Parkway from Hembree Road to Windward Parkway (RPMs)
 - Bethany Road from Mayfield Road to Mid-Broadwell Road (RPMs)
 - Park Woods Circle from Park Bridge Parkway to Old Milton Parkway (Thermoplastic Only)
- Peek Pavement Marking, LLC holds the current contract for Pavement Markings On-Call Services for a period of five (5) years
 - This contract began on October 20, 2014 and is scheduled to end on October 19, 2019
 - The scope of work includes, but is not limited to, preparation of site layout, the installation of painted traffic stripe, thermoplastic traffic stripe, raised pavement markers (RPMs), pavement arrows, removal of existing pavement markings, removal of temporary marking tape, and On-Call maintenance services
- Public comment was invited - None
 - No member of the public came forward to speak

- ❖ Council Member Owens offered a motion to approve a proposal from Peek Pavement Markings, LLC in the amount of \$74,761.13 for striping maintenance and restoration of pavement markings associated with the City's annual milling and resurfacing project and to authorize the Mayor to execute all necessary documents
 - The motion received a second from Council Member Gilvin
 - The motion passed by unanimous vote (6-0-0)

B. Sherry Drive Storm Drain Repairs

- Pete Sewczwicz, Director of Public Works, came forward to present the item
- Staff is requesting the award of Bid No. 16-013 to Chase Plumbing & Mechanical, Inc. in the amount of \$106,500 for the Sherry Drive Storm Drain Repairs Project and authorization of the Mayor to execute all necessary documents
- Through the City's stormwater inspections, it has been determined that approximately 160-ft of 48-in corrugated metal pipe (CMP) crossing Sherry Drive is in need of repair
 - This run of pipe runs across Sherry Drive and through the front yard of 1320 Sherry Drive
 - To minimize the impacts of repairing the pipe, the pipe will be relined using the sliplining method, which involves sliding a new high density polyethylene (HDPE) pipe inside of the existing pipe and grouting the space between
 - Another 6-ft section of 18-in CMP will be replaced with an 18-in HDPE pipe and tie into the 48-in pipe at a new drainage structure, which will be installed in the front yard
 - In addition, an existing headwall will be replaced at the downstream end of the pipe
- The project was advertised for competitive bids on February 4, 2016. Bids for the project were received on March 3, 2016 and the City received a total of three bids
 - Chase Plumbing and Mechanical, Inc. \$ 106,155.00
 - Woodwind Construction Company, Inc. \$ 118,500.00
 - Site Engineering, Inc. \$ 163,000.00
- The low bidder Chase Plumbing & Mechanical, Inc. is an experienced contractor with pipe rehabilitation using trenchless methods including sliplining and has previously performed work for the City
- Once a contract with Chase Plumbing & Mechanical has been finalized, executed and a Notice-to-Proceed is issued, work can begin immediately and is scheduled for completion within 30 days of start
- Public comment was invited
 - No member of the public came forward to speak
- ❖ Council Member Owens offered a motion to award Bid No. 16-013 to Chase Plumbing & Mechanical, Inc. in the amount of \$106,500 for the Sherry Drive Storm Drain Repairs Project and to authorize the Mayor to execute all necessary documents
 - The motion received a second from Council Member Gilvin
 - The motion passed by unanimous vote (6-0-0)

C. Consideration Of Updated Plan: Jones Alley / South Main Kitchen

- James Drinkard, Assistant City Administrator, introduced the item
- City Council voted in May of 2014 to abandon Jones Alley and enter into an intergovernmental agreement with the Alpharetta Development Authority for the redevelopment of the property
 - The redevelopment concept was based upon the Authority entering into a public / private partnership and upon certain conceptual plans
- The owners of South Main Kitchen recently submitted an updated plan for their proposed development of outdoor seating features adjacent to their restaurant within the area formerly known as Jones Alley
 - The proposal reflects significant differences from the version that was submitted and presented to both City Council and the Development Authority while the public/ private partnership for the development of Jones Alley was being discussed and finalized
 - Staff reviewed the current proposal and found that the differences from the version previously presented to City Council are too significant for the project to proceed without the matter being presented to City Council for consideration
- Louie Soon and Scott Florence, owners of South Main Kitchen, came forward to discuss their updated plan and the reasons for the changes from the original proposal
 - The main reason for the change in plans is that the owners do not believe that they can adequately serve / support the amount of additional seating / patronage that would be generated through the original plan
 - They believe that the revised plan will still generate the level of "on-street" pedestrian activity that was sought through the original plan
- Public comment was invited
- ❖ Council Member Kennedy offered a motion to approve the currently proposed changes to Jones Alley by South Main Kitchen subject to final approval of the bar design, building materials, and lighting by Staff
 - The motion received a second from Council Member Owens
 - Mr. Gilvin expressed concern about the motion and expressed a desire for the final design to come back to City Council for final approval
 - Mayor Belle Isle offered a friendly amendment to restate the motion so as to approve the currently proposed changes to Jones Alley by South Main Kitchen subject to approval of the bar design, building materials, and lighting by Staff and final approval by City Council
 - The friendly amendment was not accepted
 - Council Member Kennedy amended his original motion so as to approve the currently proposed changes to Jones Alley by South Main Kitchen subject to final approval of the bar design, building materials, and lighting by Staff, the Town Architect, and the Design Review Board
 - Council Member Owens agreed to the change and seconded the revised motion
 - The motion passed by 5-0-1 vote (Gilvin in opposition)

VIII. PUBLIC COMMENT

- None

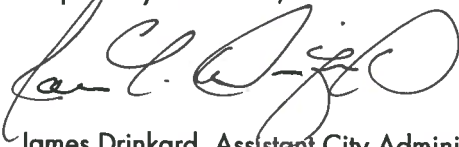
IX. REPORTS

- Mayor Belle Isle provided an update on the revised T-SPLOST legislation that was approved by the General Assembly and requested that an item be added to the April 18 City Council Agenda to provide for an overview and discussion of potential transportation projects and the process to be used in finalizing the project list

X. ADJOURNMENT

- ❖ Mayor Belle Isle announced that the scheduled Executive Session was cancelled and will not be conducted
- ❖ With no further business to be considered or items to be heard, Mayor Belle Isle adjourned the meeting at 7:24 PM

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "James Drinkard", written over a horizontal line.

James Drinkard, Assistant City Administrator



STAFF REPORT

Submitting Department: City Clerk

Submitted By:

Meeting Date: April 18, 2016

I. AGENDA ITEM TITLE: HUBBELL AND HUDSON MGMT, LLC
D/B/A BLACK WALNUT CAFÉ
CONSUMPTION ON PREMISES: LIQUOR / BEER / WINE / SUNDAY SALES

II. RECOMMENDATION:

Staff recommends approval of the requested license application.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT.
BUDGET: NO

TOTAL PROJECT COST: THERE ARE NO FISCAL IMPACTS TO
THE CITY ASSOCIATED WITH APPROVAL OF THIS
APPLICATION.

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:

On April 14, 2016 a public hearing was conducted regarding an alcohol beverage license for Hubbell and Hudson Mgmt., LLC (d/b/a Black Walnut Cafe). No member of the public came forward to speak against the application.

Prior to the public hearing, Staff conducted the required background checks and reviews on the applicant and found no issues or conflicts with the ordinance as defined in City Code.

V. ALTERNATIVES:

VI. ATTACHMENTS:



STAFF REPORT

Submitting Department: Legal

Submitted By:

Meeting Date: April 18, 2016

I. AGENDA ITEM TITLE: APPROVAL / RATIFICATION OF CONTRACT FOR PURCHASE OF 90 - 92 MILTON AVENUE

II. RECOMMENDATION:

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: \$1,000,000

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Land Acquisition (30113230-541000-C1100)	\$1,000,000.00
Non-Allocated Reserve (30190200-579000)	(\$1,000,000.00)

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:

Purchase - Sale Agreement

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE ("**Agreement**") is made and entered into this ____ day of April, 2016, by and between **Pamela A. Hodgson**, formerly known as Pamela A. Fredenberg ("**Seller**"), and the **City of Alpharetta, Georgia**, a municipal corporation of the State of Georgia ("**Purchaser**").

W I T N E S S E T H:

WHEREAS, Seller is the owner of those certain tracts or parcels of land commonly known as 90 Milton Avenue and 92 Milton Avenue located in the City of Alpharetta, Georgia, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "**Land**"; provided, the parties will agree on the metes and bounds legal description of the Land pursuant to the procedure set forth in Section 7 of this Agreement; and the exact legal description of the Land conveyed to Purchaser at Closing shall be the legal description shown on the final revision Survey (defined below) of the Property); and

WHEREAS, Seller desires to sell to Purchaser and Purchaser desires to purchase from Seller the Property (as defined in Section 1 below) upon and subject to the terms and conditions hereinafter set forth.

In consideration of Ten and No/100 (\$10.00) Dollars in hand paid by Purchaser to Seller, the mutual covenants herein contained and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Purchaser and Seller do hereby covenant and agree as follows:

1. Agreement to Sell and to Purchase. Seller agrees to sell and Purchaser agrees to purchase, upon the terms and conditions hereinafter set forth, the following:

(a) the Land;

(b) all right, title and interest of Seller in and to any alleys, strips or gores adjoining the Land, and any easements, rights-of-way or other interests in, on, under or to, any land, highway, street, road, right-of-way or avenue, open or proposed, in, on, under, across, in front of, abutting or adjoining the Land, and all right, title and interest of Seller in and to any awards for damage thereto by reason of a change of grade thereof;

(c) the accessions, appurtenant rights, privileges, appurtenances, including without limitation any and all water, mineral and surface rights affecting or appurtenant to the Land, and all the estate and rights of Seller in and to the Land, as applicable, or otherwise appertaining to any of the property described in the immediately preceding clauses (a) and/or (b);

(d) all improvements, structures, parking facilities, landscaping, and appurtenances constructed on the Land, (collectively, the "**Improvements**");, and

(e) all of Seller's interest in any intangible property now or hereafter owned by Seller and associated with the Land, and any contract rights, escrow or security deposits, utility agreements or other rights related to the ownership of or use and operation of the Property.

All of the items described in subparagraphs (a) through (e) above are hereinafter referred to collectively as the "**Property**".

2. Deposit. Within three (3) business days after the Effective Date of this Agreement, Purchaser shall deposit FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) (the "**Deposit**") with Escrow Agent. Bovis, Kyle, Burch & Medlin, LLC ("**Escrow Agent**") shall hold the Deposit in an interest bearing account, and all interest earned thereon shall be part of the Deposit and delivered to the party entitled thereto hereunder.

3. Purchase Price. The "**Purchase Price**" for the Property shall be ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00). The Purchase Price, as adjusted by the closing prorations described in Section 4 below and as reduced by the Deposit, shall be payable at the closing of the transaction contemplated by this Agreement (the act of closing being hereinafter referred to as "**Closing**") by Purchaser to Seller by wire transfer of immediately available funds pursuant to wiring instructions given to Purchaser and Escrow Agent prior to Closing.

4. Closing Prorations. The following amounts or items shall be prorated, credited or added to the Purchase Price at the Closing as appropriate, and except to the extent otherwise provided herein, shall adjust the Purchase Price. All prorations shall be made as of midnight of the day prior to Closing such that Purchaser shall receive all income and shall be responsible for all expenses on the Closing Date (as defined in Section 9 below).

(a) Taxes and Assessments.

(i) At Closing, all state, county and municipal ad valorem taxes, assessments and similar charges with respect to the Property for the year in which the Closing is consummated will be prorated as provided above based upon taxes and assessments for such year, or if said ad valorem tax or assessment amounts for such year are not available, based upon the ad valorem taxes and/or assessments, as applicable, for the previous year (for the avoidance of doubt, all taxes and assessments with respect to years prior to the year of Closing shall not be prorated at Closing and shall be paid in full by Seller prior to Closing). In the event that there is any land other than the Property included within the tax or assessment parcels of which the Property is a part, then Purchaser's share of the taxes and assessments for the Property shall be determined as follows: (A) Purchaser shall only be responsible for its prorata share of the taxes and assessments contained within the tax or assessment parcels, as applicable, of which the Property is a part (as determined by dividing the number of acres contained in the Property by the total number of acres contained within the tax or assessment parcels of which the Property is a part) and the proration of taxes and assessments made between the parties at Closing shall be calculated on such basis, and (B) at Closing, Seller shall be required to deposit with Escrow Agent the entire amount of all taxes and assessments attributable to the tax or assessment parcels of which the Property is a part, and Escrow Agent shall pay such taxes and assessments, as applicable, from the escrowed funds when due. To the extent the funds deposited with Escrow

Agent by Seller are insufficient, Escrow Agent shall notify Seller and Purchaser, and each party shall immediately pay to Escrow Agent its pro rata share of the deficiency.

(ii) Upon receipt of the tax and/or assessment bill, as applicable, for the Property for the year in which the Closing is consummated, the parties agree to re-prorate the taxes and assessments based on such bill and to adjust between themselves any differences between such bill and the proration made at Closing based on the previous year's tax and assessment bills. At Closing, Seller shall pay all taxes and assessments outstanding on the Property, and any tax or assessment parcel of which the Property is a part, for years prior to the year of Closing. Any pending and levied special assessments against the Property shall be prorated at Closing.

(b) Receipts. All receipts from the Property (including, without limitation, rents) which have been paid to Seller and are allocable to the period after Closing shall be credited to Purchaser at Closing. All receipts from the Property which are allocable to the period prior to Closing and which have not been received by Seller on the Closing Date shall not be included as a credit to either Purchaser or Seller at Closing; when and if such amounts are received by Purchaser or Seller, they shall first be paid to Purchaser for reimbursement of any collection costs incurred by Purchaser and for any current rentals due and the balance, if any, to Seller for past due rentals and fees as of the Closing Date. Purchaser acknowledges that Seller will retain any security deposit in Seller's possession to apply to rent due from a tenant who has not paid rent to Seller for a period before Closing.

(c) Utilities and Other Expenses. Seller shall cause all utility meters serving the Property to be read as of the Closing Date, if practicable, and shall be responsible for the cost of all utilities used prior to the Closing Date. Purchaser shall be responsible for the cost of all utilities used on and after the Closing Date. If an actual reading is not possible as of the Closing Date, the cost shall be reasonably estimated by Seller and Purchaser (or if Seller and Purchaser fail to agree, by Escrow Agent) and shall be final. Utilities shall include, without limitation, electricity, gas, sewer and water. Purchaser acknowledges that the tenants currently occupying the Property are responsible for reimbursing Seller for utility costs. Accordingly, Seller will retain any security deposit in Seller's possession not otherwise used to apply to rent due from a tenant who has not paid rent to Seller for a period before Closing to reimburse Seller for any utilities for which said tenant owes Seller for a period before Closing.

All amounts used to determine the foregoing prorations and credits shall be furnished and warranted as to accuracy by Seller at Closing.

5. Existing Property Information and Documents to Be Delivered Prior to Closing.

(a) Condition of Property. Purchaser acknowledges that Seller sells the Property "AS-IS", with no liability for its condition and no responsibility for remediation or compensation for defects.

(b) Documents and Materials. Within ten (10) days after the Effective Date, Seller shall deliver to Purchaser all documents and materials relating to the Property currently in

Seller's possession or control or otherwise available to Seller upon request, including, but not limited to:

- (i) Title insurance policies and copies of any instruments or documents evidencing exceptions to coverage under any such policy;
- (ii) Ad valorem tax bills, tax notices and protests dated within the past three (3) years;
- (iii) Liens, if any, upon the Property;
- (iv) Rights of third parties in and to the Property or any portion thereof, including copies of any and all leases or other use agreements;
- (v) Notices or correspondence from or to tenants of the Property or public agencies or authorities;
- (vi) Reports or results of environmental or engineering investigations or inspections, studies, audits, etc., including, without limitation, written reports, correspondence and laboratory test results from any testing of materials, soil, water (ground or surface) from or at the Property or from any improvements located thereon, geotechnical sub-surface analysis reports, and environmental reports and studies;
- (vii) Surveys of the Property, including boundaries and topographic surveys and plats;
- (viii) Licenses, permits and/or approvals;
- (ix) Operating, service, or maintenance agreements; and
- (x) All similar reports and studies available to or currently in Seller's possession and control.

(c) Written Certification. When Seller has delivered all such information, reports, studies and materials to Purchaser, Seller shall deliver a written certification to Purchaser stating that Seller has fulfilled its delivery obligations under this Section 5.

(d) True and Correct; Continual Obligation. All documents and items delivered to Purchaser pursuant to this Section 5 shall be true and correct at the time such documents are delivered. Furthermore, Seller agrees to promptly provide to Purchaser on a continuing basis through the Closing Date any additional information, reports, studies or materials relating to the Property discovered, received or obtained by Seller after the Effective Date, as well as any changes, additions or corrections to the information or documents delivered to Purchaser pursuant to this Section 5.

6. Inspections.

(a) Inspection Period. At all times during the Inspection Period (which "Inspection Period" is defined to be the period that begins on the Effective Date of this Agreement and expires either on the date upon which the two Permitted Objections, giving rise to termination rights, as detailed in Section 6 (b) herein, have been investigated, analyzed and dismissed as concerns, or on the date which is sixty (60) days after the Effective Date of this Agreement, whichever occurs first, Purchaser or its agents shall have the right (i) to inspect the Property (which inspection may include, without limitation, soil borings, environmental and radon testing) and all matters relating thereto; and (ii) to examine the documents and information required to be delivered by Seller to Purchaser, or made available to Purchaser, pursuant to Section 5 hereof. During the term of this Agreement, Seller shall deliver promptly to Purchaser copies of all records, agreements, permits and other documents concerning the Property that Purchaser may reasonably request during the Inspection Period. Seller shall permit Purchaser to enter upon the Property to perform its inspections thereof and shall cooperate with Purchaser to obtain such information and approvals as Purchaser may require. Such inspections shall not constitute a waiver by Purchaser of the breach of any representation or warranty of Seller. Upon receipt of all reports and analyses pertaining to the two Permitted Objections, Purchaser shall be given a fifteen (15) day assessment period in which to exercise its rights, after which the Inspection Period shall expire.

(b) Termination by Purchaser. At any time during the Inspection Period, by giving Seller written notice that Purchaser is terminating this Agreement, Purchaser may so terminate, but solely for the following two "Permitted Objections": 1] environmental contamination of such magnitude as would preclude Purchaser's intended use of the Property or violate applicable federal or state law as specified in Section 13 (o) herein; or 2] soil parameter deficiencies such that, without prohibitive additional expense to solve through foundation piers or, conversely, removal of rock, there is an improper foundation to support intended structures and improvements; provided, if Purchaser shall terminate this Agreement as aforesaid, Purchaser, on demand by Seller, shall pay to Seller ONE HUNDRED AND NO/100 DOLLARS (\$100.00), such money in effect constituting option money for said Inspection Period. Upon termination of this Agreement by such notice, the Deposit, together with all interest earned thereon, shall be returned to Purchaser and thereupon Purchaser and Seller shall be released and relieved of all further rights, obligations and liabilities hereunder. In the event Purchaser fails to terminate this Agreement prior to the expiration of the Inspection Period, Purchaser shall be deemed to have waived its rights to terminate this Agreement in accordance with this Section 6(b).

(c) Indemnification. Purchaser shall keep the Property free and clear of any liens for, and will indemnify, defend and hold Seller harmless from, all claims and liabilities asserted against Seller or costs or expenses incurred by Seller directly caused by entry onto the Property by Purchaser or its agents or contractors; provided, however, that Purchaser's obligations under the foregoing indemnity shall not apply to (i) items resulting from the negligence or willful misconduct of Seller or its agents, employees, representatives or contractors or (ii) the existence of any environmental or physical conditions at the Property. Such inspections shall not constitute a waiver by Purchaser of the breach of any representation or

warranty of Seller. The foregoing indemnity shall survive the termination of this Agreement or the Closing.

7. Title. At Closing, Seller shall convey, transfer, grant and set over to Purchaser good, marketable, insurable and indefeasible fee simple title to the Property, free and clear of all liens, rights to liens, mortgages, encroachments, leases, adverse matters or defects of survey and other encumbrances whatsoever except only those encumbrances and exceptions approved by Purchaser in writing during the Inspection Period ("**Permitted Exceptions**"). In all events, such title shall be insurable by a major national title insurance company of Purchaser's choice on its standard form of ALTA Form B or Form 2006 (as determined by Purchaser in its sole discretion) owner's title insurance policy at its standard rate with exception only to the Permitted Exceptions and all standard exceptions being removed or deleted.

(a) Title Examination. During the Inspection Period, Purchaser may obtain an updated title insurance commitment issued by Escrow Agent (the "**Commitment**"), together with copies of all exceptions listed in the Commitment. If Purchaser's examination of the Commitment or the Survey (defined below) disclose any matters to which Purchaser objects, in Purchaser's sole discretion, then Purchaser shall notify Seller of such objections no later than the date which is ten (10) days prior to the expiration of the Inspection Period ("**Purchaser's Objection Notice**"). Within five (5) days after its receipt of Purchaser's Objection Notice, Seller shall notify Purchaser in writing ("**Seller's Cure Notice**") of any matters in Purchaser's Objection Notice which Seller elects not to cure; it being agreed that Seller shall be required to cure all monetary liens which encumber the Property whether or not such monetary liens are objected to by Purchaser and Seller shall be required to pay in full all taxes and assessments due with respect to years prior to the year of Closing. In the event Seller shall fail to timely deliver Seller's Cure Notice, Seller shall be deemed to have elected to cure all matters set forth in Purchaser's Objection Notice. In the event Seller informs Purchaser in Seller's Cure Notice that Seller is unable to cure or unwilling to cure any objections raised in Purchaser's Objection Notice, Purchaser shall be entitled to elect, on or before the expiration of the Inspection Period, either to (i) terminate this Agreement and receive the return of the Deposit, including all interest and income earned thereon, or (ii) to waive such objections and proceed to close the transaction contemplated by this Agreement. Throughout the term of this Agreement, Purchaser may obtain updated and revised versions of the Commitment.

(b) Survey. During the Inspection Period, Purchaser may obtain an ALTA Survey of the Land which is based on the Commitment and which sets forth the metes and bounds legal description and the total acreage of the Land (the "**Survey**"). Throughout the term of this Agreement, Purchaser may obtain updated and revised versions of the Survey. During the Inspection Period, Seller may review and comment on the metes and bounds legal description and total acreage of the Land as set forth on the Survey. Prior to the expiration of the Inspection Period, Purchaser and Seller shall use good faith efforts to agree upon the final metes and bounds legal description and total acreage of the Land. In the event Purchaser and Seller are unable to agree upon the final metes and bounds legal description and total acreage of the Land, Purchaser may elect to terminate this Agreement and receive a return of the Deposit, including all interest and income earned thereon.

(c) Additional Title Matters. Purchaser shall have the right to re-examine title to the Property and have the Commitment and the Survey updated up to and including the date of Closing and raise any additional objections to matters not appearing in Purchaser's original Commitment or on the original Survey. If Seller fails to correct or remove the defects or objections which Seller has agreed to cure by Closing or should Purchaser learn of any defects or objections to Seller's title or appearing on the Survey which are not permitted by the terms hereof or which arise after the date of the original Survey or the effective date of the original Commitment, then Purchaser, in Purchaser's sole discretion, may elect to terminate this Agreement by notice to Seller, in which event the Deposit, together with any interest earned thereon, shall be returned to Purchaser, and thereupon Purchaser and Seller shall be released and relieved of all further rights, liabilities and obligations hereunder except for those that expressly survive termination of this Agreement; provided, however, if such defects or objections result from an act or omission of Seller, its agents, employees, representatives, contractors or assigns after the date hereof, or are matters which Seller agreed or was deemed to agree to cure, then Seller shall be in default hereunder and Purchaser shall have Purchaser's rights and remedies under Section 8 hereof.

8. Default.

(a) Purchaser's Default. If Purchaser defaults under this Agreement and Seller has not defaulted under this Agreement and all conditions precedent and contingencies to Purchaser's obligations are satisfied, then as Seller's sole and exclusive remedy, Seller may terminate this Agreement, Escrow Agent shall pay to Seller the Deposit and thereupon Purchaser and Seller shall be relieved of all further obligations and liabilities arising out of this Agreement (except for those that expressly survive termination of this Agreement). Purchaser and Seller acknowledge that it is impossible to estimate precisely the damages which might be suffered by Seller upon Purchaser's default and that the Deposit represents a reasonable estimation of such damages. Seller's receipt of the Deposit is intended not as a penalty, but as full liquidated damages as provided under state law. The right to receive and retain the Deposit as full liquidated damages is Seller's sole and exclusive remedy in the event of default hereunder by Purchaser, and Seller hereby waives and releases any right to and covenants that Seller shall not sue Purchaser: (a) for specific performance of this Agreement, or (b) to recover actual damages in excess of the Deposit. If this Agreement is terminated as a result of Purchaser's default, Purchaser's liability shall be limited to the portion of the Deposit which has previously been deposited by Purchaser hereunder, and in no event shall Purchaser be responsible or liable for any portion of the Deposit which has not then been deposited by Purchaser hereunder, whether or not such amount is then due.

(b) Seller's Default. If Seller breaches this Agreement, or any of the provisions herein, or if any representation or warranty made by Seller in this Agreement is untrue, false or incorrect, or if Seller shall not have performed any of Seller's obligations herein set forth and provided that Purchaser is not in default under this Agreement, then Purchaser shall be entitled to:

(i) close the transaction contemplated by this Agreement, thereby waiving such breach, default or failure;

(ii) seek all of Purchaser's rights and remedies at law or equity including, but not limited to, specific performance of this Agreement and of Seller's obligations, duties and covenants hereunder; provided, however, if specific performance is not an available remedy, Purchaser shall be entitled to seek all of Purchaser's rights and remedies at law or equity; or

(iii) terminate this Agreement, upon which termination the Deposit, together with any interest earned thereon, shall be returned to Purchaser, and thereafter, the parties shall be released and relieved of all further obligations and liabilities hereunder except for those which expressly survive termination of this Agreement.

9. Closing. The Closing will be held through an escrow with Escrow Agent on or before the date that is fifteen (15) days after the expiration of the Inspection Period (the "**Closing Date**"). Notwithstanding the foregoing, Purchaser may select an earlier date for the Closing by providing written notice to Seller at least five (5) business days prior to such earlier date.

10. Closing Deliveries.

(a) At Closing, Seller agrees to deliver to Purchaser the following items and executed documents in the form prepared by Purchaser's counsel:

(i) A warranty deed in the form attached hereto as Exhibit "B" conveying good, insurable and indefeasible title to the Property, as required by this Agreement, together with any state transfer form required for recordation of the deed.

(ii) An owner's affidavit executed and sworn to by Seller in a form and together with such other statements and instruments as may be required by Purchaser's title insurance company insuring the title to the Property in order for the title insurance company to issue Purchaser's title insurance policy with exception only to the Permitted Exceptions, in which affidavit Seller shall attest to such matters as may be appropriate for such purpose, including, without limitation, to the absence of the following: mechanic's or materialmen's liens, known boundary line disputes, proceedings involving Seller which might affect title to the Property, dealings by Seller with real estate brokers or other parties with the ability to impose a lien on the Property, and parties in possession other than Seller.

(iii) A Foreign Investment and Real Property Tax Act (FIRPTA) affidavit and/or other certification of Seller complying with requirements of Sections 1445 and 7701 of the Internal Revenue Code of 1986 (the "**Code**"), as amended, that Seller it is not a foreign person within the meaning of such sections.

(iv) A general assignment of all assignable warranties, guaranties, governmental licenses and permits, entitlements, impact fee credits, tap credits and/or service or other agreements affecting the Property, which assignment shall include an indemnity agreement whereby Seller does indemnify, hold harmless and defend Purchaser from and against any and all claims, suits, causes of action, costs, indebtedness, obligations or other liabilities arising from such warranties, guaranties, licenses, permits or service or other agreements.

(v) A written statement as of the Closing Date reaffirming that all of the warranties and representations of Seller made in this Agreement are true, correct and complete.

(vi) Possession and occupancy of the Property.

(vii) Payment, satisfaction and discharge of any and all outstanding liens, mortgages, security interests or other encumbrances securing the payment of any indebtedness affecting the Property.

(viii) If required by law, a completed 1099-S Form duly executed by Seller or Seller's authorized agent and, in all events, the certification of Seller, in a form to be provided or approved by the Purchaser, signed by Seller under penalties of perjury, containing the Seller's U.S. Taxpayer Identification Number, residency or, if applicable, business address of the Seller, and a statement that Seller is not a foreign person within the meaning of Section 1445 and 7701 of the Code.

(ix) If applicable, written evidence that (a) Seller has paid currently all dues and assessments due to any planned unit development association or other authority having any control over maintenance of common areas or other portions of the Property and (b) Seller is in compliance with all restrictive covenants imposed upon the Property.

(x) A closing statement and all other documents and instruments necessary or appropriate to complete the transaction contemplated by this Agreement or as Purchaser's counsel may reasonably request for the purpose of confirming proper and lawful execution and delivery of closing documents and conveyance of the Property to Purchaser in accordance with this Agreement and applicable provisions of Georgia law.

(b) At Closing, Purchaser shall pay to Seller the Purchase Price as adjusted pursuant to the terms hereof, and shall execute and deliver all documents necessary or appropriate to complete the transaction contemplated by this Agreement.

11. Closing Costs. In addition to any other costs that are Seller's responsibility under this Agreement, at the Closing, Seller shall pay the costs of preparing all documents necessary to remove any title defects which Seller has agreed to attempt to cure and the recording fees therefor. In addition to any other costs that are Purchaser's responsibility under this Agreement, at the Closing, Purchaser shall pay the transfer tax and recording costs for the warranty deed, the cost of the Survey, Escrow Agent's fees, and the costs of the title examination, the Commitment, the owner's title insurance premium, and all other costs associated with the preparation and delivery of the owner's title insurance policy, excluding, however, any endorsements required to cure any title matters which are Seller's responsibility hereunder, which endorsements shall be issued at Seller's sole cost and expense. Each party shall pay its own attorneys' fees.

12. Damage or Condemnation. Risk of loss resulting from any damage, casualty, condemnation, eminent domain or expropriation proceeding which is commenced prior to Closing, and risk of loss to the Property due to any other cause, remains with Seller until Closing. Seller shall maintain the Property in substantially its present condition pending closing and shall not make or permit any material changes in or upon the Property except with

Purchaser's advance written consent. If, prior to the Closing, all or part of the Property shall be destroyed, damaged or subjected to a bona fide threat of condemnation, expropriation or other proceeding, Seller shall so notify Purchaser, and Purchaser either may elect to (i) cancel this Agreement, in which event all parties shall be relieved and released of and from any further duties, obligations, rights or liabilities hereunder and the Deposit, together with all interest earned thereon, shall be returned to Purchaser, or (ii) Purchaser may declare this Agreement to remain in full force and effect and the purchase contemplated herein, subject to such damage or less any interest taken by eminent domain, expropriation or condemnation, shall be effected, and at Closing, Seller shall assign, transfer and set over to Purchaser all of the right, title and interest of Seller in and to any awards and insurance proceeds or claims that have been or that may thereafter be made for such taking or damage. If Purchaser elects to acquire the Property, the Purchase Price shall be reduced by the amount of Seller's insurance deductible.

13. Representations and Warranties. As a material inducement to Purchaser entering into this Agreement, Seller hereby represents, warrants and covenants that the following matters are true as of the Effective Date hereof and will be true on the Closing Date:

(a) Execution and performance of this Agreement, and the consummation of the transactions contemplated hereby, will not result in any breach or violation of any of the terms or the provisions of or constitute a default under, any indenture, deeds of trust, mortgage, note, or other agreement or instrument by which Seller or the Property is or will be bound.

(b) Neither the entering into of this Agreement nor the consummation of the transaction herein described will constitute or result in a violation or breach by Seller of any judgment, order, writ, injunction or decree issued against or imposed upon it, or will result in a violation of any applicable law, order, rule or regulation of any governmental authority. To the best of Seller's knowledge, there is no action, suit, proceeding or investigation pending which would become a cloud on the title to the Property or any portion thereof or which questions the validity or enforceability of the transaction herein described or any action taken in connection with said transaction in any court or before or by any federal, district, county, or municipal department, commission, board, bureau, agency or other governmental instrumentality. To the best of Seller's knowledge, no approval, consent, order or authorization of, or designation, registration or filing (other than for recording purposes) with any governmental authority is required in connection with the consummation by Seller of the transaction herein described.

(c) As of the Effective Date, Seller owns fee simple title to the Property.

(d) Seller has or will deliver to Purchaser true, complete and accurate copies of all documents and information delivered pursuant to Section 5 hereof.

(e) Neither the whole nor any portion of the Property, including access thereto or any easement benefiting the Property, is subject to temporary requisition of use by any governmental authority or has been condemned, or taken in any proceeding similar to a condemnation proceeding, nor is there now pending any condemnation, expropriation, requisition or similar proceeding against the Property or any portion thereof. Seller has received no notice nor has any knowledge that any such proceeding is contemplated.

(f) There is no litigation or proceeding pending or to the knowledge of Seller, threatened against or relating to Seller or the Property nor does Seller know or have reasonable grounds to know of any basis for any such action.

(g) There exists no uncured notice of actual or alleged non-compliance, violation, or default served upon or delivered to Seller by any private or governmental party which might result in any lien upon or claim against the Property or any part thereof or which specifies any violation of law, rule, regulation, ordinance, covenant, condition or restriction with respect to the Property or any part thereof.

(h) There are no leases, subleases, licenses or other rental agreements or occupancy agreements which grant any possessory interest in and to the Property or any portion thereof or any improvement thereon or that otherwise give rights with regard to use of the Property or any portion thereof or any improvement thereon, except those set forth in Exhibit "C" attached hereto and incorporated herein by this reference, all of which are cancelable without cause upon sixty (60) days' written notice. Purchaser acknowledges that the month-to-month tenant(s) referenced in Exhibit "C" will continue to occupy the Property after Closing. Seller shall give written notice of the cancellation of each tenant's lease to each tenant within three (3) days of the Effective Date hereof.

(i) There are no service, maintenance and supply contracts (collectively, "**Service Agreements**") affecting the construction, use, ownership, maintenance and/or operation of the Property that will survive the Closing.

(j) Seller has received no written notice of any default, failure or breach by Seller under any covenants, conditions, restrictions, rights-of-way or easements affecting the Property or any portion thereof, and no such default, failure or breach now exists, nor has any event occurred which, with the giving of notice or passage of time, or both, would constitute such a breach, failure or default.

(k) There are no attachments, executions or assignments for the benefit of creditors or voluntary proceedings in bankruptcy or under any other debtor relief laws contemplated by or pending or threatened by or against Seller or otherwise affecting the Property.

(l) Seller has not received any notice:

(i) from any federal, state, county or municipal authority alleging any fire, health, safety, building, pollution, environmental, zoning or other violation of law in respect of the Property or any part thereof, which has not been entirely corrected;

(ii) concerning the possible or anticipated condemnation of any part of the Property, or the widening, change of grade or limitation on use of streets abutting the same or concerning any special taxes or assessments levied or to be levied against the Property or any part thereof; or

(iii) concerning any change in the zoning classification of the Property or any part thereof.

If any such notice is received prior to the Closing Date, Seller shall promptly notify Purchaser thereof and comply with any requirements of such notice prior to the Closing Date.

(m) No taxes or assessments have been made against the Property which are unpaid, or shall not be paid in full, at or prior to the Closing, except those ad valorem taxes, if any, for the current year which are not yet due and payable, whether or not they have become liens; and Seller is not aware of any assessments against the Property for public improvements not yet in place.

(n) Except as disclosed in the Environmental Reports, to Seller's knowledge, (i) there is no condition at, on, under or related to the Property presently or potentially posing a significant hazard to human health or the environment, whether or not in compliance with law, (ii) there has been no production, use, treatment, storage, transportation or disposal of any Hazardous Materials (as hereinafter defined) on the Property and (iii) there has been no release or threatened release of any Hazardous Materials, pollutant or contaminant into, upon or over the Property or any property adjacent thereto or into or upon ground or surface water at the Property or any property adjacent thereto;

(o) Except as disclosed in the Environmental Reports, to Seller's knowledge, no Hazardous Materials are now or ever have been stored on the Property in underground tanks, pits or surface impoundments and there are no polychlorinated biphenol-containing materials, asbestos-containing materials, or lead paint incorporated into the buildings or interior improvements or equipment that are part of the Property or other assets to be transferred pursuant to this Agreement.

"Hazardous Material" means any substance:

(i) the presence of which requires investigation or remediation under the Resource Conservation and Recovery Act (42 U.S. § 6901 et seq.), as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S. § 9601 et seq.), as amended by the Superfund Amendments and Reauthorization Act of 1986; the Hazardous Materials Transportation Act (49 U.S. § 1801 et seq.); the Toxic Substance Control Act (15 U.S. § 2601 et seq.); the Clean Air Act (42 U.S. § 9402 et seq.); the Clean Water Act (33 U.S. § 1251 et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S. § 136 et seq.); the Occupational Safety and Health Act (29 U.S. § 651 et seq.); and all other applicable federal, state and local environmental laws (including, without limitation, obligations under the common law), statutes, ordinances, orders, actions, rules, regulations, and policies, as any of the foregoing may have been amended, supplemented or supplanted prior to the Closing, relating to regulation or control of hazardous, toxic or dangerous substances, materials or wastes, or their handling, storage or disposal or to environmental health and safety ("**Environmental Laws**"); or

(ii) which is or becomes defined as a "hazardous substance", pollutant, or

contaminant under any Environmental Laws or any amendment to any thereof including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.); or

(iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, or instrumentality of the United States, the State of Georgia or any political subdivision thereof; or

(iv) the presence of which on the Property causes or threatens to cause a nuisance upon the Property or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Property; or

(v) the presence of which on adjacent properties could constitute a trespass by Seller; or

(vi) which contains, without limitation, gasoline, diesel fuel, or other petroleum hydrocarbons, polychlorinated biphenols (PCBs), asbestos, urea formaldehyde foam insulation, or radon gas.

(p) Seller has attached hereto as Exhibit "D" a Schedule of Environmental Reports (the "Schedule of Environmental Reports"), which schedule identifies all reports, investigations, written notices or communications of any type that Seller has knowledge of that exist or are in Seller's possession relating to environmental matters or concerning the actual or potential presence of Hazardous Materials on, in or under the Property (collectively, the "Environmental Reports"). Seller has heretofore either furnished to Purchaser or made available to Purchaser for inspection complete and accurate copies of the Environmental Reports. If after the Effective Date and prior to Closing, Seller receives or obtains knowledge of any other Environmental Reports, Seller agrees to immediately notify and provide copies of same to Purchaser prior to closing.

(q) There are no facts known to Seller materially affecting the value of the Property which are not readily observable by Purchaser or which have not been disclosed in writing to the Purchaser by Seller.

14. Seller's Obligations Prior to Closing. As a material inducement to Purchaser entering into this Agreement and as a condition to Purchaser's obligations hereunder:

(a) Between the Effective Date and Closing, Seller shall:

(i) maintain the Property in its present condition and repair, without deterioration, normal wear and tear excepted, and Seller will maintain and operate the Property in accordance with good management practices;

(ii) perform all other obligations of Seller as owner of the Property including compliance with all laws and ordinances affecting ownership of the Property;

(iii) not enter into or amend any leases, Service Agreements or any other contracts or agreements of any kind affecting the Property or any part thereof after the Effective Date which will be binding on Purchaser or the Property after Closing, except for the Seller's required lease terminations required in Section 13(h) hereinabove, without first obtaining Purchaser's written consent thereto, which may be withheld at Purchaser's sole discretion;

(iv) satisfy and perform all of its commitments and obligations under any contracts or agreement affecting the Property; and

(v) not intentionally take any action, or omit to take any action, which action or omission would have the effect of violating any of its representations, warranties, covenants, and agreements contained herein.

(b) During the term of this Agreement, Seller shall not transfer or convey any interest in the Property, other than to Purchaser, and at Closing, title to the Property shall be owned by Seller free and clear of all mortgages, liens, encumbrances, easements and other matters except for the Permitted Exceptions.

15. Conditions To Closing.

(a) Purchaser's Conditions to Closing. Purchaser's obligations under this Agreement are conditioned and contingent upon the completion of the items below, on or before the time periods set forth for each. In the event the conditions below have not been satisfied by the date stipulated below, Purchaser may elect, at its option, to terminate this Agreement. If Purchaser should elect to terminate this Agreement because of a failure of any of the conditions in this Section 15, the Deposit shall be refunded to Purchaser and thereafter the parties shall be released and relieved of all further obligations and liabilities hereunder except for those which expressly survive termination of this Agreement; provided however, in the event of a failure of the condition set forth in subsection (i) below, Purchaser shall be entitled to pursue all rights and remedies set forth in Section 8 above, and thereafter the parties shall be released and relieved of all further obligations and liabilities hereunder except for those which expressly survive termination of this Agreement. If Purchaser shall elect not to terminate this Agreement and thereby elects to waive the requirements in this Section 15, then the Closing of the transaction contemplated herein shall take place pursuant to the terms of Sections 9 and 10 above.

(i) Seller Performance. Seller shall have performed all of its obligations and complied with all of its covenants, which are to be performed and complied with prior to Closing, under the terms of this Agreement.

16. Indemnification. Seller shall indemnify, defend and hold harmless Purchaser, its officers, directors, employees, agents, its successors-in-interest to all or any part of the Property, and any lender holding a security interest in the Property, from and against any and all liabilities, claims, judgments, awards, settlements, damages and costs (including attorney's and consultant's fees and costs), including, without limitation, those incurred for remedial investigation, removal, interim and final remedial action, cleanup, abatement or other remedial work, natural resource

damages, personal injury or property damages, fines and penalties (collectively "Liabilities") arising from or related to a breach of any of the representations and warranties in Section 13 or any of the obligations set forth in Section 14 of this Agreement. The provisions of this Section 16 shall survive the Closing.

17. Brokers. Purchaser and Seller hereby represent to each that, there are no brokers involved in this transaction and neither party has contracted with any broker or finder in regard to the acquisition or disposition of the Property as contemplated by this Agreement. Seller and Purchaser agree each to the other to indemnify, defend and hold the other harmless from and against any and all causes of action, suits, claims, demands, losses, liabilities, commissions, judgments, damages, expenses and fees (including reasonable attorneys' fees and court costs) arising out of or related to the alleged employment or use of any real estate broker or agent in connection with the transaction contemplated hereby or which are related to any claim made by any person, firm or entity for any commissions, fees or other charges relating in any way to this transaction (or the consummation thereof) as the result of the their acts or omissions. The provisions and obligations set forth in this paragraph shall survive the Closing or termination of this Agreement.

18. Assignment. Seller expressly agrees that Purchaser shall have the right to assign this Agreement to any corporation, partnership, limited liability company, joint venture or other entity controlled by, or under common control with, Purchaser. Any such assignee shall expressly assume all of Purchaser's duties, obligations, and liabilities hereunder. Notice of such assignment shall be provided promptly and with reasonable detail including the name, address and identity of the assignee. No assignment of this Agreement shall release or relieve Purchaser of its liabilities and obligations hereunder. Except as provided above, Purchaser may not assign its rights under this Agreement without first obtaining Seller's written approval, which approval may be given or withheld in Seller's sole discretion. Seller shall not be permitted to assign its rights or obligations hereunder without the prior written consent of Purchaser, except to any wholly owned subsidiary or single-purpose entity controlled by Seller.

19. Waiver. The failure of any party to exercise any right hereunder, or to insist upon strict compliance by the other party, shall not constitute a waiver of either party's right to demand strict compliance with the terms and conditions of this Agreement.

20. Notice. All notices shall be in writing and shall be deemed to have been properly given on the earlier of (i) when delivered in person, (ii) when deposited in the United States Mail, with adequate postage, and sent by registered or certified mail with return receipt requested, to the appropriate party at the address set out below, (iii) when deposited with FedEx, UPS, Express Mail or other nationally recognized overnight delivery service for next day delivery, addressed to the appropriate party at the address set out below, or (iv) when transmitted by electronic mail to the address for each party set forth below.

<u>Purchaser:</u>	City of Alpharetta
	2 Park Plaza
	Alpharetta, Georgia 30009
	Attention: Bob Regus, City Administrator
	Telephone: 678-297-6000

Email: bregus@alpharetta.ga.us

With a copy to: C. Sam Thomas
Bovis, Kyle, Burch & Medlin, LLC
200 Ashford Center North, Suite 500
Atlanta, Georgia 30338
Telephone: 770-391-9100
Email: cst@boviskyle.com

Seller: Pam Hodgson
294 S. Main St., Suite 500
Alpharetta, Georgia 30009
Telephone: 404-281-7116
Email: mspamhodgson@aol.com

With a copy to: J. Bristow Anderson
624 Holcomb Bridge Rd., Suite 22
Roswell, Georgia 30076
Telephone: 770-998-6137
Email: bristow@bristowanderson.com

Escrow Agent: Bovis, Kyle, Burch & Medlin, LLC
200 Ashford Center North, Suite 500
Atlanta, Georgia 30338
Attn: C. Sam Thomas, P.C.
Telephone: 770-391-9100
Email: cst@boviskyle.com

Any notice or other communication mailed or hand delivered as hereinabove provided shall be deemed effectively received on the date of delivery, except e-mailed notices shall be deemed effectively received when sent or, if sent after 5:00 p.m. eastern time, shall be deemed received at 9:00 AM eastern standard time on the first business day following actual receipt by the addressee. Rejection or other refusal by the addressee to accept, or the inability to deliver because of a changed address or email address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the street address or email address to which notices to it shall be sent by giving to the other party or parties at least ten (10) days prior notice of the changed street address or email address.

21. Survival. Liability for the indemnities of Seller and/or Purchaser made in this Agreement shall survive the execution and delivery of this Agreement, the termination of this Agreement prior to Closing if applicable, the Closing and the delivery of the Closing documents, except as otherwise specifically agreed to herein. All other representations, warranties, covenants, indemnities, agreements and obligations of Seller under this Agreement shall survive the Closing and the delivery of the documents required to be delivered by the parties hereunder for a period of twelve (12) months.

22. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the substantive and not the conflicts laws of the State of Georgia.

(b) Counterparts. This Agreement may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original.

(c) Drafting. This Agreement has been negotiated between the parties and, for construction purposes, shall not be deemed the drafting of any one party.

(d) Entire Agreements; Amendments. This Agreement embodies the entire agreement and understanding between the parties relating to the subject matter hereof and may not be amended, waived or discharged except by an instrument in writing executed by the party against which enforcement of such amendment, waiver, or discharge is sought. This Agreement supersedes all prior agreements and memoranda between Purchaser and Seller which relate to the Property. The invalidity of any one of the covenants, agreements, conditions or provisions of this Agreement or any portion thereof shall not affect the remaining portions thereof or any part hereof and this Agreement shall be amended to substitute a valid provision which reflects the intent of the parties as was set forth in the invalid provision.

(e) Day for Performance. In computing any period of time described herein, the day of the act or event (after which the designed period of time begins to run) is not to be counted, but the last day is to be counted. Wherever herein there is a day or period of time established for performance and such deadline or the expiration of such period of time falls on a Saturday, Sunday or holiday, then such time for performance shall be automatically extended to the next following business day. Whenever the period of time established for performance is less than seven days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.

(f) Attorneys' Fees. Should any suit be brought to enforce the terms of this Agreement or any obligation herein, the prevailing party shall be entitled to reasonable attorneys' fees, costs and expenses therein incurred.

(g) TIME IS OF THE ESSENCE OF THIS AGREEMENT.

(h) Effective Date/Date of this Agreement. The "date of this Agreement", the "**Effective Date**" or "date hereof" wherever used herein shall mean the date the last person of all persons required to sign this Agreement, shall actually sign this Agreement, as evidenced by the date beside said party's name.

(i) Confidentiality. Prior to Closing, Seller and Purchaser agree to keep the terms of this Agreement confidential and not disclose or make any public announcements with respect to the subject matter hereof without the consent of the other party; provided, however, that each party will have the right to make necessary or appropriate disclosures related to this Agreement as may be required by law and to such party's officers, employees, agents, attorneys, consultants, lenders, investors and other parties who need to know such information.

(j) Escrow Provisions. The Deposit and any other sums (including, without limitation, any interest earned thereon) which the parties agree shall be held in escrow shall be held by Escrow Agent, in trust, and disposed of only in accordance with the following provisions:

1. Escrow Agent shall deposit the Deposit in a government insured interest-bearing account at an approved financial institution per Georgia law. Because Escrow Agent is not itself a bank, it may commingle the Deposit with other escrow deposits in a trust account in order to facilitate placing the Deposit in a segregated interest bearing account and to disburse the Deposit once it has been removed from said segregated interest bearing account in accordance with the terms of this Agreement, but shall not otherwise commingle the Deposit with any funds of Escrow Agent or others.

2. Notwithstanding any provision herein to the contrary, if Purchaser terminates this Agreement before or by Closing Escrow Agent shall deliver the Deposit to Purchaser upon the unilateral direction of Purchaser, without the consent of Seller, provided that Escrow Agent shall notify Seller in the event of such disbursement.

3. If for any reason the Closing does not occur and either party makes a written demand upon Escrow Agent for payment of the Deposit, Escrow Agent shall give written notice to the other party of such demand. If Escrow Agent does not receive a written objection from the other party to the proposed payment within five (5) days after the giving of such notice, Escrow Agent is hereby authorized to make such payment. If Escrow Agent receives such written objection within such period, Escrow Agent shall continue to hold such amount until otherwise directed by written instructions signed by Seller and Purchaser or a final judgment of a court.

4. If the Closing occurs, Escrow Agent shall deliver the Deposit to, or upon the instructions of, Purchaser on the Closing Date.

5. In its capacity as Escrow agent, the parties acknowledge that Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that Escrow Agent shall not be deemed to be the agent of either of the parties, and that Escrow Agent shall not be liable to either of the parties for any action or omission on its part taken or made in good faith, and not in disregard of this Agreement. Seller and Purchaser shall jointly and severally indemnify and hold Escrow Agent harmless from and against all costs, losses, liabilities, actions and claims (including reasonable attorneys' fees, expenses and disbursements) incurred in connection with the performance of Escrow Agent's duties hereunder, except with respect to actions or omissions taken or made by Escrow Agent in bad faith, in disregard of this Agreement or involving negligence on the part of Escrow Agent.

6. Purchaser shall be responsible for any income taxes, if applicable, on any interest earned on the Deposit.

7. Section 6045(e) of the Code and the regulations promulgated thereunder (herein collectively called the "**Reporting Requirements**") require an information return to be made to the United States Internal Revenue Service, and a statement to be furnished to Seller, in connection with the Closing. Escrow Agent is either (x) the person responsible for closing the transaction (the "**Transaction**") hereunder (as described in the Reporting Requirements) or (y) the disbursing title or escrow company that is most significant in terms of gross proceeds disbursed in connection with the Transaction (as described in the Reporting Requirements). Accordingly:

(A) Escrow Agent is hereby designated as the "**Reporting Person**" (as defined in the Reporting Requirements) for the Transaction. Escrow Agent shall perform all duties that are required by the Reporting Requirements to be performed by the Reporting Person for the Transaction.

(B) Seller and Purchaser shall furnish to Escrow Agent, in a timely manner, any information requested by Escrow Agent and necessary for Escrow Agent to perform its duties as Reporting Person for the Transaction.

(C) Escrow Agent hereby requests Seller to furnish to Escrow Agent Seller's correct taxpayer identification number. Seller acknowledges that any failure by Seller to provide Escrow Agent with Seller's correct taxpayer identification number may subject Seller to civil or criminal penalties.

IN WITNESS WHEREOF, the parties have set their hands or caused duly authorized and incumbent officers to set their hands the date set forth by such party's name.

PURCHASER:

CITY OF ALPHARETTA, GEORGIA,
a municipal corporation of the State of
Georgia

Date: _____

By: _____

Name: _____

Its: _____

APPROVED AS TO FORM:

C. Sam Thomas, P.C.
City Attorney

SELLER:

PAMELA A. HODGSON

Date: _____

The Agreement and the Deposit have been received by Escrow Agent as of this _____ day of _____, 2016. Escrow Agent agrees to be bound by the terms and provisions of this Agreement.

ESCROW AGENT:

BOVIS, KYLE, BURCH & MEDLIN, LLC

By: _____

Name: _____

Title: _____

EXHIBIT "A"

Legal Description of the Land

UPDATED LEGAL DESCRIPTION TO BE SUBSTITUTED AT A LATER DATE

ALL that tract or parcel of land lying and being in Land Lot 1269 of the 2nd District, 2nd Section, Fulton County, Georgia and being more particularly described on Attachment "A-1" attached hereto and incorporated herein by reference.

[INSERT ATTACHMENT A-1]

EXHIBIT "B"

Form of Warranty Deed

When recorded, return to:

WARRANTY DEED

_____ a _____ corporation ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid in hand to Grantor by _____ ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, has CONVEYED, and by these presents does CONVEY unto Grantee all of Grantor's right, title and interest in and to that certain parcel of land located in _____ County, _____ and legally described in **Exhibit A** attached hereto, together with all buildings, improvements and fixtures located thereon and owned by Grantor as of the date hereof and all right, title and interest, if any, that Grantor may have in and to all rights, privileges and appurtenances pertaining thereto including all of Grantor's right, title and interest, if any, in and to all rights-of-way, open or proposed streets, alleys, easements, strips or gores of land adjacent thereto (herein collectively called the "Property").

This conveyance is made by Grantor subject to the matters listed on **Exhibit B** attached hereto (collectively, the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property together with all improvements located thereon all and singular the rights and appurtenances thereto in anywise belonging, subject to the Permitted Exceptions, unto Grantee, its legal representatives, successors and assigns forever.

Grantor warrants title to the Property, subject to the foregoing, against all acts of Grantor and none other.

[Remainder of page intentionally blank]

EXHIBIT "B"

Form of Warranty Deed

IN WITNESS WHEREOF, this Deed has been executed by Grantor as of _____, 2016.

GRANTOR:

Signed, sealed and delivered
this ____ day of _____, 2016
in the presence of:

Witness

Notary Public

[Notarial Seal]

EXHIBIT “C”

Leases

EXHIBIT “D”

Environmental Reports

Seller has no environmental reports.



STAFF REPORT

Submitting Department: Community Development

Submitted By:

Meeting Date: April 18, 2016

I. AGENDA ITEM TITLE: CONVENTION CENTER

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:



STAFF REPORT

Submitting Department: Community Development

Submitted By:

Meeting Date: April 18, 2016

I. AGENDA ITEM TITLE: CITY CENTER

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:



STAFF REPORT

Submitting Department: Administration

Submitted By:

Meeting Date: April 18, 2016

I. AGENDA ITEM TITLE: PUBLIC COMPONENTS

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:



STAFF REPORT

Submitting Department: Community Development

Submitted By:

Meeting Date: April 18, 2016

I. AGENDA ITEM TITLE: PRIVATE COMPONENTS: PRESENTATION BY MIDCITY REAL ESTATE PARTNERS

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:



STAFF REPORT

Submitting Department: Administration
Submitted By: Sam Thomas, City Attorney
Meeting Date: April 18, 2016

I. AGENDA ITEM TITLE: ORDINANCE AMENDING CHAPTER 2, SECTION 2.3 OF THE CITY CODE
(SECOND READING)

AN ORDINANCE AMENDING CHAPTER 2, SECTION 2.3 OF THE CODE OF THE CITY OF ALPHARETTA, GEORGIA PERTAINING TO PROCEDURES FOR THE ADOPTION OF ORDINANCES; TO PROVIDE FOR AND EFFECTIVE DATE; TO REPEAL CONFLICTING LAWS; AND FOR OTHER PURPOSES.

II. RECOMMENDATION:

Approve the first reading of an ordinance, as presented by the City Attorney, amending Chapter 2, Section 2.3 of the Code of the City of Alpharetta.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT.
BUDGET: NO

TOTAL PROJECT COST: THERE ARE NO FISCAL
IMPACTS ASSOCIATED WITH THIS ITEM.

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:

The City Attorney will present for consideration an ordinance amending the City Code for the purpose of removing the current requirement that the City Attorney read aloud into the record the full text of an ordinance prior to its adoption. Rather, the City Attorney would simply read into the record the title of the ordinance; provided, however, that upon the request of the mayor or any councilmember such ordinance shall be read in its entirety.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Proposed Ordinance

AN ORDINANCE TO AMEND CHAPTER 2, SECTION 2.3 OF THE CODE OF THE CITY OF ALPHARETTA, GEORGIA PERTAINING TO PROCEDURES FOR THE ADOPTION OF ORDINANCES; TO PROVIDE FOR AN EFFECTIVE DATE; TO REPEAL CONFLICTING LAWS; AND FOR OTHER PURPOSES

WHEREAS, the Council of the City of Alpharetta desires to amend the Chapter 2, Section 2.3 of the Code of the City of Alpharetta in order to establish procedures for adopting ordinances;

NOW, THEREFORE, the Council of the City of Alpharetta ordains:

Section 1 of Amendment. Chapter 2, Section 2.3 of the Code is hereby amended by deleting Section 2.23 in its entirety and substituting in lieu thereof the following:

"Section 2.23. Ordinance form; procedure

(a) Every proposed ordinance shall be in writing. No ordinance shall contain a subject which is not expressed in its title.

(b) An ordinance may be introduced by the mayor or any councilmember and the title thereof read by the City Attorney at a regular or special meeting of the city council; provided, however, that upon the request of the mayor or any councilmember such ordinance shall be read in its entirety. Ordinances shall be considered and adopted or rejected by simple majority vote of those present and voting; provided, however, an ordinance shall not be adopted the same day it is introduced, except for emergency ordinances as provided in the Charter. Prior to introduction of any ordinance, the clerk shall distribute a copy to the mayor and to each councilmember, file a reasonable number of copies in the office of the clerk and at such other public places as the city council may designate, and post upon the City's website."

Section 2 of Amendment. This Ordinance shall become effective immediately upon adoption. Any and all ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

ADOPTED AND APPROVED this _____ day of _____,
2016.

CITY OF ALPHARETTA, GEORGIA

By: _____
David Belle Isle, Mayor

COUNCILMEMBERS

Jason Binder

Jim Gilvin

Mike Kennedy

Dan Merkel

Donald Mitchell

(SEAL)

Attest: _____
Chris Owens

Lyn Kennedy, Asst., City Clerk

First Reading: _____

Second Reading: _____

Adopted: _____



STAFF REPORT

Submitting Department: Community Development

Submitted By:

Meeting Date: April 18, 2016

I. AGENDA ITEM TITLE: PH-16-05 FOX ROAD ABANDONMENT
CONSIDERATION OF ABANDONMENT OF A PORTION OF THE FOX ROAD RIGHT OF WAY IN ORDER TO ACCOMMODATE A CITY COUNCIL CONDITION APPROVED ON FEBRUARY 22, 2016. THE PORTION OF FOX ROAD IS LOCATED WITHIN LAND LOT 1254, 1ST DISTRICT, 1ST 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 Fox Rd Abandonment, Resolution, Exhibit A, Approved Site Plan 2.22.16, City Council Zoning Conditions 2.22.16, ROW Abandonment App



COUNCIL AGENDA REPORT

FROM: Kathi Cook, Community Development Director

SUBJECT: PH-16-05 Fox Road Right of Way Abandonment

City Council: April 18, 2016

STAFF RECOMMENDATION

Approve PH-16-05 Fox Road Right of Way Abandonment

REPORT-IN-BRIEF

The application requests a .29 acre portion of Fox Road, right-of-way, be abandoned in order to satisfy a Council Condition that the existing Fox Road pavement shown to the north of property be abandoned and pavement removed. The roadway is being incorporated into the approximately 10 acre Fox Road Subdivision development approved on February 22, 2016.

DISCUSSION

The portion of Fox Road right of way is approximately 12,602 sf. It will be used for additional planting and screening and a walking trail for the proposed development.

No access is being denied from the proposed road abandonment.

CONCURRENCES

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

Attachments

**Site Map
Resolution**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF ALPHARETTA PROVIDING FOR THE
ABANDONMENT AND DISPOSITION OF A CERTAIN PUBLIC RIGHT OF WAY
(Fox Road)

WHEREAS, the City of Alpharetta approved the Z-15-18/V-15-28 FOX ROAD SUBDIVISION an approximately 10acre development; and has received an application for the abandonment of a portion of a public right-of-way known as Fox Road, located in Land Lot 196, 1st District, 1st Section, Fulton County, Georgia.

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

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

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

SO RESOLVED this _____ day of _____ 2016.

CITY OF ALPHARETTA

BY: _____
David Belle Isle, Mayor

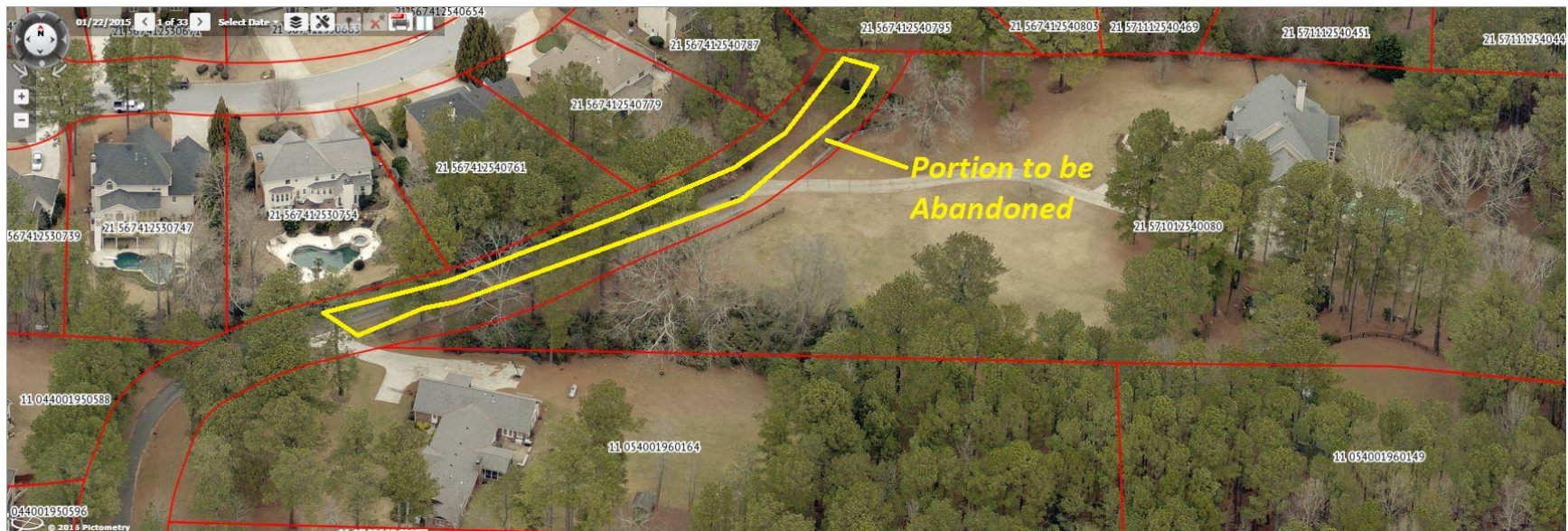
Council Members:

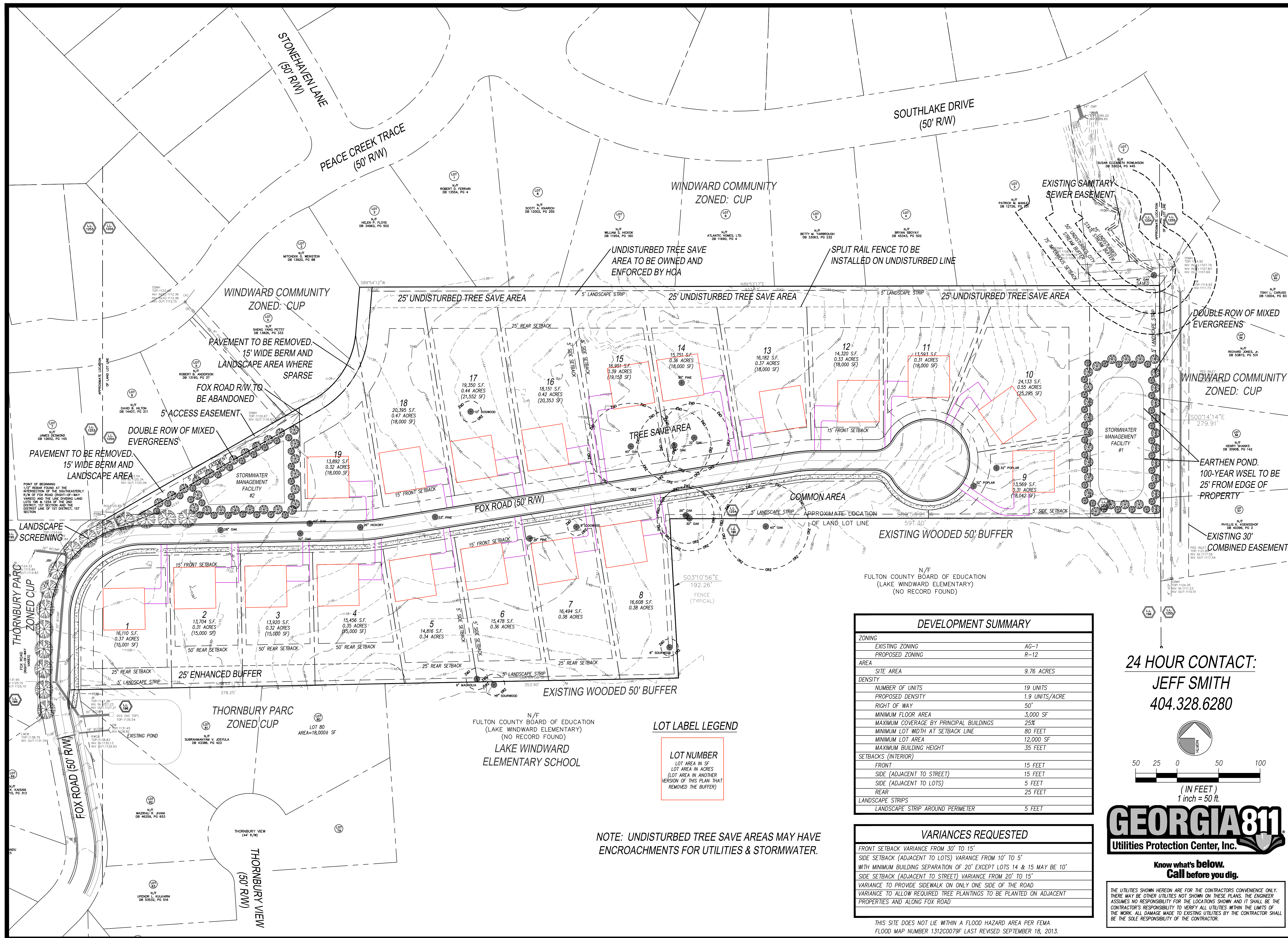
_____	_____
_____	_____
_____	_____

ATTEST: _____
City Clerk

Fox Road Abandonment

0.29 Acres





Z-15-18/V-15-28 Fox Road Subdivision

Fox Road Subdivision approved on February 22, 2016, subject to the following conditions:

1. Property shall be rezoned to have an R-12 zoning designation. Lot configuration shall be site plan specific, as shown on the site plan submitted by Ridge Planning and Engineering z100 dated 2-17-16.
2. Property shall be developed substantially in accordance with submitted plan by Ridge Planning and Engineering Z100 dated February 17, 2016. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.
3. Homes on lots 8, 14, and 15 may encroach in critical root zone to provide more of a rear separation, with final approval by Staff.
4. A 5' landscape strip shall be provided on the external perimeter of all the lots as depicted. A 25' undisturbed tree save area shall be placed on the north side and owned and enforced by the development's HOA. A 25' undisturbed tree save area shall be required on the south side of property only along the Thornbury Parc lots. A split rail fence shall be required to be installed on the interior side of the northern 25' undisturbed tree save area and shall be maintained by the HOA.
5. The existing Fox Road pavement shown to the north of property shall be abandoned and pavement removed. A berm and landscape strip shall be required where sparse with final approval by Staff. A 5' mulch walking path shall be provided with an access easement.
6. The minimum setbacks shall be as follows:
 - Front: 15'
 - Rear: 25'
 - Side: 15' (adjacent to Street)
 - Side: 5' (adjacent to Lots) Minimum building separation shall be 20', except Lots 14 and 15 may have a 10 foot separation
 - Lot width shall be 75'.
7. The site plan shall be configured to accommodate the natural features of the site. Site shall not be mass graded and tree removal permits will be permitted on a lot by lot basis.
8. Applicant shall apply savings from construction of internal development sidewalks toward construction of sidewalks connecting to Kimball Bridge Road. A construction cost estimate shall be submitted o and approved by staff. Sidewalk construction on Fox Road shall be completed before any building permits are issued.
9. Detention ponds shall have 15' heavy landscape screening in addition to required access easement. Detention shall have a natural appearance and where walls are visible they shall be faced

with stone or brick as approved by Staff. Eastern pond shall be built as an earthen pond to be approved by Staff.

10. A variance shall be granted to allow the applicant to use required recompense and site density trees to plant trees on adjacent property, along Fox Road and/or in landscape screening, landscape strips, and buffers. Plantings to be approved by Staff.

11. Homes shall be a minimum of 3,000 square feet and contain a minimum of 30% brick or stone on each façade or as approved by Staff.

12. Homes shall be located close to front setback away from existing homes in order to provide more separation.

13. Landscape screening shall be provided in Fox Road right of way on the west portion of the site as depicted in Zoning Plan. Landscape screening shall have final approval by Staff. Recompense, site density, and/or street trees may be used as plants in the screening.

14. The new Development's HOA shall be responsible for annually inspecting the detention facilities. This inspection shall be performed by a Registered Civil Engineer and must verify the facility is functioning properly, the ground is stabilized and there are no invasive vegetation impeding the function of the facility.

15. The erosion control measures shall include a double row of silt fence with mulch between the fences and polymers with final approval by Staff. This shall be installed on the downhill slope of any area which storm water sheet flows from the site.

16. The developer will expand the NPDES testing to include predevelopment and during development testing at the site's storm water outfall points.

17. The developer and WCSA will work together to add additional erosion control measures on WCSA property if on site measures are insufficient as determined by the City of Alpharetta.

18. Hours of construction shall be from 8:00 a.m. to 6:00 p.m. Monday through Friday and 9:00 a.m. to 5:00 p.m. on Saturday, with no construction allowed on Sundays. Construction Hours shall be posted in a conspicuous location on site.

19. No staging of construction vehicles or equipment on existing Fox Road.

20. Applicant shall work with staff to develop storm water management best practices with the intent to avoid permanent pool water quality components.

CITY OF ALPHARETTA

COMMUNITY DEVELOPMENT DEPARTMENT

ROAD ABANDONMENT PETITION



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

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

Remit application and fee to the Department of Community Development, 217 Roswell Street, Alpharetta, GA 30009. If you have questions, please contact the department by calling 678-297-6070.

FOR OFFICE USE ONLY

Case # _____

Date In _____

Date Out _____

☐ \$400 Fee Paid

Applicant Information:

Contact Name John Loyd

Company Name DCG Pebblebrooke, LLC

Mailing Address 1290 Kennestone Circle, Suite A200

City Marietta State GA Zip Code 30066

Telephone 770.868.7591 Fax 1.866.319.0672

Email Address john@ridgepe.com

Property Information:

Current Road Name Fox Road

Land Lot(s) 1254/196 District / Section 1/1

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

☐ Survey Dated 3.11.2016 Prepared By Boundary Zone

☐ Other Plat Specify _____

Reason For Request:

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

Existing Right-of-Way abandonment has been requested in order to change the alignment of Fox Road to accommodate the Zoning Plan approved by Mayor and City Council on February 22, 2016.

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

Name	Address	Telephone
Mitchell Weinstein	620 Peace Creek Trace	770.664.0838
Phillip Pettit	630 Peace Creek Trace	770.674.4655
Alice Anderson	640 Peace Creek Trace	770.596.0373
David Schmidt	650 Peace Creek Trace	
Wayne Smith	610 Peace Creek Trace	770.328.7570

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

Name	Address	Telephone
	Same As Above	

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

Notifications to existing property owners were hand delivered to each of the property owners. Correspondence is attached.

Is any of the property abutting the subject road for sale? ☒ Yes ☐ No

Is the sale of the property contingent upon the road abandonment? ☒ Yes ☐ No ☐ N/A

Is any portion of the subject road to be included in the sale of property?

☒ Yes

☐ No

☐ N/A

Please describe the location and the acreage involved.

12,602 square feet, at the end of the existing Fox Road.

Is an alternate road proposed in lieu of the road to be abandoned?

☒ Yes

☐ No

If "yes", please attach a site plan indicating the location of the proposed substitute road.

Will access be denied to any property as a result of this road abandonment?

☐ Yes

☒ No

If "yes", please list these properties by address, including owner's name and telephone number. Attach additional sheets if necessary.

Name

Address

Telephone

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

For properties that have frontage on the subject road, are there alternate points of access to enter and exit these properties? If yes, please identify alternate points of access for each property. Attach additional sheets if necessary.

☒ Yes

☐ No

Address

Alternate Access Point

610-650 Peace Creek Trace, Alpharetta GA	Peace Creek Trace
_____	_____
_____	_____
_____	_____
_____	_____

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

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

Department of Community Development

City of Alpharetta

217 Roswell Street

Alpharetta, GA 30009

678.297.6070 www.alpharetta.ga.us



March 10, 2016

Windward Community
Mr. Smith

DCG Pebblebrook, LLC
1290 Kennestone Circle
Building A, Suite 200
Marietta, GA 30066

RE: Right-of-Way Abandonment Application for Fox Road, Alpharetta, GA

Dear Mr. Smith:

DCG Pebblebrook, LLC has filed an application to rezone 9.76 acres on Kimball Bridge Road from AG to R-12 to permit the development of a detached single family home subdivision of 21 homes on this property. The request requires a Rezoning and Variances to permit development according to the site plan.

As part of the proposed project, a portion of the existing Right-of-Way that is located behind your home is requested to be abandoned. With input from the Windward Community, we have proposed using the abandoned Right-of-Way for items including additional planting and screening of the proposed neighborhood as noted on the attached zoning plan which is on file with the city and will be presented during the rezoning process.

In an effort to formalize discussions held by us both in community meetings and in phone conversations with either you or your neighbors, we have prepared an agreement describing the use of the Right-of-Way that is proposed to be abandoned which includes plantings, screening, and a walking trail. Please review this agreement, and sign and date it and either email it back to me or let me know and I can pick it up in person. Also, please feel free to call or email me with any questions or concerns.

Sincerely,

John Loyd
DCG Pebblebrook, LLC
770.868.7591
john@ridgepe.com

March 10, 2016

Windward Community
Mr. Schmidt and Ms. Lynn

DCG Pebblebrook, LLC
1290 Kennestone Circle
Building A, Suite 200
Marietta, GA 30066

RE: Right-of-Way Abandonment Application for Fox Road, Alpharetta, GA

Dear Mr. Schmidt and Ms. Lynn:

DCG Pebblebrook, LLC has filed an application to rezone 9.76 acres on Kimball Bridge Road from AG to R-12 to permit the development of a detached single family home subdivision of 21 homes on this property. The request requires a Rezoning and Variances to permit development according to the site plan.

As part of the proposed project, a portion of the existing Right-of-Way that is located behind your home is requested to be abandoned. With input from the Windward Community, we have proposed using the abandoned Right-of-Way for items including additional planting and screening of the proposed neighborhood as noted on the attached zoning plan which is on file with the city and will be presented during the rezoning process.

In an effort to formalize discussions held by us both in community meetings and in phone conversations with either you or your neighbors, we have prepared an agreement describing the use of the Right-of-Way that is proposed to be abandoned which includes plantings, screening, and a walking trail. Please review this agreement, and sign and date it and either email it back to me or let me know and I can pick it up in person. Also, please feel free to call or email me with any questions or concerns.

Sincerely,

John Loyd
DCG Pebblebrook, LLC
770.868.7591
john@ridgepe.com

January 31, 2016

Windward Community
Mr./Ms. Hilton

DCG Pebblebrook, LLC
1290 Kennestone Circle
Building A, Suite 200
Marietta, GA 30066

RE: Right-of-Way Abandonment Application for Fox Road, Alpharetta, GA

Dear Mr./Ms. Hilton:

DCG Pebblebrook, LLC has filed an application to rezone 9.76 acres on Kimball Bridge Road from AG to R-12 to permit the development of a detached single family home subdivision of 21 homes on this property. The request requires a Rezoning and Variances to permit development according to the site plan.

As part of the proposed project, a portion of the existing Right-of-Way that is located behind your home is requested to be abandoned. With input from the Windward Community, we have proposed using the abandoned Right-of-Way for items including additional planting and screening of the proposed neighborhood as noted on the attached zoning plan which is on file with the city and will be presented during the rezoning process.

In an effort to formalize discussions held by us both in community meetings and in phone conversations with either you or your neighbors, we have prepared an agreement describing the use of the Right-of-Way that is proposed to be abandoned which includes plantings, screening, and a walking trail. Please review this agreement, and sign and date it and either email it back to me or let me know and I can pick it up in person. Also, please feel free to call or email me with any questions or concerns.

Sincerely,

John Loyd
DCG Pebblebrook, LLC
770.868.7591
john@ridgepe.com

January 31, 2016

Windward Community
Mr./Ms. Pettit

DCG Pebblebrook, LLC
1290 Kennestone Circle
Building A, Suite 200
Marietta, GA 30066

RE: Right-of-Way Abandonment Application for Fox Road, Alpharetta, GA

Dear Mr./Ms. Pettit:

DCG Pebblebrook, LLC has filed an application to rezone 9.76 acres on Kimball Bridge Road from AG to R-12 to permit the development of a detached single family home subdivision of 21 homes on this property. The request requires a Rezoning and Variances to permit development according to the site plan.

As part of the proposed project, a portion of the existing Right-of-Way that is located behind your home is requested to be abandoned. With input from the Windward Community, we have proposed using the abandoned Right-of-Way for items including additional planting and screening of the proposed neighborhood as noted on the attached zoning plan which is on file with the city and will be presented during the rezoning process.

In an effort to formalize discussions held by us both in community meetings and in phone conversations with either you or your neighbors, we have prepared an agreement describing the use of the Right-of-Way that is proposed to be abandoned which includes plantings, screening, and a walking trail. Please review this agreement, and sign and date it and either email it back to me or let me know and I can pick it up in person. Also, please feel free to call or email me with any questions or concerns.

Sincerely,

John Loyd
DCG Pebblebrook, LLC
770.868.7591
john@ridgepe.com

January 31, 2016

Windward Community
Mr./Ms. Weinstein

DCG Pebblebrook, LLC
1290 Kennestone Circle
Building A, Suite 200
Marietta, GA 30066

RE: Right-of-Way Abandonment Application for Fox Road, Alpharetta, GA

Dear Mr./Ms. Weinstein:

DCG Pebblebrook, LLC has filed an application to rezone 9.76 acres on Kimball Bridge Road from AG to R-12 to permit the development of a detached single family home subdivision of 21 homes on this property. The request requires a Rezoning and Variances to permit development according to the site plan.

As part of the proposed project, a portion of the existing Right-of-Way that is located behind your home is requested to be abandoned. With input from the Windward Community, we have proposed using the abandoned Right-of-Way for items including additional planting and screening of the proposed neighborhood as noted on the attached zoning plan which is on file with the city and will be presented during the rezoning process.

In an effort to formalize discussions held by us both in community meetings and in phone conversations with either you or your neighbors, we have prepared an agreement describing the use of the Right-of-Way that is proposed to be abandoned which includes plantings, screening, and a walking trail. Please review this agreement, and sign and date it and either email it back to me or let me know and I can pick it up in person. Also, please feel free to call or email me with any questions or concerns.

Sincerely,

John Loyd
DCG Pebblebrook, LLC
770.868.7591
john@ridgepe.com

PRIVATE AGREEMENT REGARDING ABANDONED RIGHT OF WAY

STATE OF GEORGIA
FULTON COUNTY

This Private Agreement Regarding Abandoned Right of Way (the "Agreement") is made and entered into as of the date set forth below by and among DCG Pebblebrook, LLC, a Georgia limited liability company (hereinafter "DCG"), and the property owners signing below who own property abutting a portion of Fox Road in the City of Alpharetta, Fulton County, Georgia (hereinafter "Property Owners"):

WITNESSETH:

WHEREAS, DCG is acquiring and developing a residential subdivision in the City of Alpharetta, Fulton County, Georgia, which development contemplates the abandonment of a portion of Fox Road; and

WHEREAS, Property Owners own real property which abuts the portion of Fox Road which is to be abandoned; and

WHEREAS, the parties have reached a full and complete agreement regarding the abandonment of the affected Fox Road right of way;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and the resulting benefits passing to the Property Owners, the parties do hereby agree as follows:

1.

Upon abandonment by the City of Alpharetta, all right of way abandoned shall be deeded to DCG or its designee or assignee. Property Owners hereby quitclaim and release the right of way to be abandoned to DCG.

2.

DCG shall be responsible for all expenses related to the abandoned right of way, and shall remove the existing paving and install landscaping to create a visual screen between the Property Owners' property and the residential subdivision to be developed by DCG, as will be more particularly indicated on the site plan for DCG's development approved by the Alpharetta City Council. A mulch walking path adjacent **only** to Eastern portion of 640 and 650 Peace Creek Tce will be installed.

3.

Property Owners shall execute such parts of the Abandonment Application and such other documentation as is reasonable or required to complete the road abandonment on Fox Road, and shall fully cooperate with DCG and the City of Alpharetta in completing the abandonment process. All fees, costs and expenses related to the Abandonment Application shall be paid by DCG.

4.

This Agreement shall be governed by the laws of the State of Georgia and shall be enforceable against the respective parties, their heirs, successors and assigns. Time is of the essence in this Agreement. It is executed with the understanding that it will be relied upon by the City of Alpharetta, Georgia and shall be binding upon the parties, their respective heirs, successors, assigns and successors in title.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal, this __ day of January, 2016.

DCG Pebblebrook, LLC

Property Owners:

By: _____

Name: _____

Title: _____

(Seal)

Name:

(Seal)

Name:

Property Address

(Seal)

Name:

(Seal)

Name:

Property Address:

(Seal)

Name:

(Seal)

Name:

Property Address:

____ (Seal)
Name:

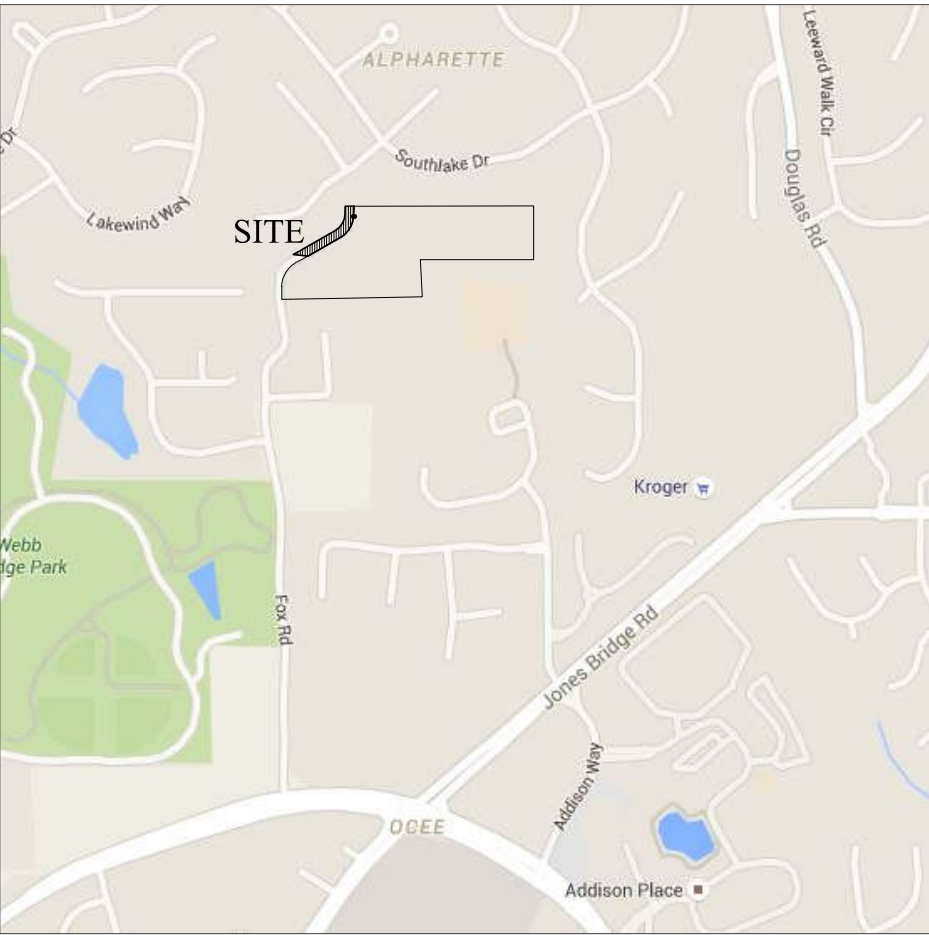
____ (Seal)
Name:

Property Address:

____ (Seal)
Name:

____ (Seal)
Name:

Property Address:



VICINITY MAP
(NOT TO SCALE)

LEGAL DESCRIPTION FOX ROAD ABANDONMENT

ALL THAT TRACT OR PARCEL OF LAND LYING IN AND BEING IN LAND LOT 1254 OF THE 2ND DISTRICT, 1ST SECTION OF FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A ONE HALF INCH REBAR FOUND AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY OF FOX ROAD (HAVING A VARIABLE RIGHT-OF-WAY) AND THE SOUTHERLY LAND LOT LINE OF LAND LOT 1254 OF THE 2ND DISTRICT, 1ST SECTION OF FULTON COUNTY, GEORGIA AND BEING COMMON LAND LOT LINE TO LAND LOT 196 OF THE 1ST DISTRICT, 1ST SECTION OF FULTON COUNTY, GEORGIA SAID LAND LOT LINE ALSO BEING THE DISTRICT LINE, THENCE RUNNING NORTH 60 DEGREES 00 MINUTES 16 SECONDS EAST A DISTANCE OF 14.52' TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING.

WITH THE TRUE POINT OF BEGINNING AS THUS BEING ESTABLISHED; THENCE RUNNING NORTH 60 DEGREE 00 MINUTES 16 SECONDS EAST A DISTANCE OF 224.11' TO A POINT; THENCE RUNNING ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 126.99', SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 32 DEGREES 24 MINUTES 13 SECONDS EAST WITH A CHORD DISTANCE OF 122.14' AND HAVING A 131.81 FOOT RADIUS; THENCE RUNNING NORTH 04 DEGREES 48 MINUTES 17 SECONDS EAST A DISTANCE OF 58.21' TO A ONE HALF INCH REBAR FOUND AT THE NORTHWESTERLY MOST CORNER OF TRACT 1, AT THE END OF THE RIGHT-OF-WAY OF FOX ROAD (VARIABLE RIGHT-OF-WAY AND BEING A COMMON LINE TO LANDS NOW OR FORMERLY OWNED BY HELEN P. FLOYD (DEED BOOOK 34962, PAGE 502); THENCE LEAVING THE EASTERLY RIGHT-OF-WAY OF FOX ROAD AND RUNNING SOUTH 89 DEGREES 54 MINUTES 12 SECONDS WEST A DISTANCE OF 30.08' TO A ONE HALF INCH REBAR FOUND ON THE WESTERLY RIGHT-OF-WAY OF FOX ROAD AND BEING COMMON TO LANDS NOW OR FORMERLY OWNED BY HELEN P. FLOYD AND LANDS OF MITCHELL G. WEINSTEIN (DEED BOOK 13920, PAGE 333); THENCE RUNNING SOUTH 04 DEGREES 52 MINUTES 14 SECONDS WEST A DISTANCE OF 55.93' TO A POINT; THENCE RUNNING ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 31.71' TO A POINT AT THE DIVIDING LINE BETWEEN PROPERTIES NOW OR FORMERLY OWNED BY MITCHELL G. WEINSTEIN AND LANDS OF SHENG YANG PETTIT (DEED BOOK 13826, PAGE 333), SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 13 DEGREES 47 MINUTES 31 SECONDS WEST WITH A CHORD DISTANCE OF 31.58' AND HAVING A 101.81' RADIUS; THENCE CONTINUING ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 66.83' TO A POINT, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 23 MINUTES 35 SECONDS WEST WITH A CHORD DISTANCE OF 65.21 AND HAVING A 101.81' RADIUS; THENCE RUNNING SOUTH 60 DEGREES 04 MINUTES 13 SECONDS WEST A DISTANCE OF 38.73' TO A POINT AT THE DIVIDING LINE BETWEEN PROERTIES NOW OR FORMERLY OWNED BY SHENG YANG PETTIT AND LANDS OF ROBERT B. ANDERSON (DEED BOOK 13190, PAGE 37); THENCE RUNNING SOUTH 60 DEGREES 04 MINUTES 13 SECONDS WEST A DISTANCE OF 129.30' TO A POINT AT THE DIVIDING LINE BETWEEN PROPERTIES NOW OR FORMERLY OWNED BY ROBERT B. ANDERSON AND LANDS OF DAVID B. HILTON (DEED BOOK 14407, PAGE 211); THENCE RUNNING SOUTH 60 DEGREES 04 MINUTES 13 SECONDS WEST A DISTANCE OF 110.39' TO A POINT; THENCE DEPARTING THE WESTERLY RIGHT-OF-WAY OF FOX ROAD AND RUNNING NORTH 88 DEGREES 53 MINUTES 12 SECONDS EAST A DISTANCE OF 62.36' TO A POINT AT THE TRUE POINT OF BEGINNING.

SAID TRACT OR PARCEL CONTAINING 12,601 SQUARE FEET OR 0.289 ACRES, MORE OR LESS.

SITE ADDRESS:

12005 FOX ROAD
ALPHARETTA, GA 30005

TOTAL AREA:

FOX ROAD RIGHT-OF-WAY ABANDONMENT
0.289 ACRES OR 12,601 SQUARE FEET

OWNER/DEVELOPER

DCG PEBBLE BROOK

1290 KENNESTONE CIRCLE
BUILDING A, SUITE 200
MARIETTA, GEORGIA, 30066
PHONE: (770) 938-9000

LEGEND:

- PROPERTY CORNER FOUND (AS NOTED)
- 1/2" REBAR WITH CAP SET LSF# 839
- R/W MONUMENT
- FIRE HYDRANT
- WATER METER
- WATER VALVE
- POWER POLE
- LIGHT POLE
- POWER/LIGHT POLE
- GUY WIRE
- POWER METER
- POWER BOX
- A/C UNIT
- MANHOLE
- CLEAN OUT
- JUNCTION BOX
- OUTFLOW STRUCTURE
- DRAINAGE INLET
- GAS METER
- GAS VALVE
- CABLE BOX
- TELEPHONE BOX
- TRAFFIC CONTROL BOX
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- W-WATER LINE
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- S-SEWER LINE
- G-GAS LINE
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- 920- CONTOUR LINE
- BSL BUILDING SETBACK LINE
- CONC.CONCRETE
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- L.L. LAND LOT
- N/F NOW OR FORMERLY
- R/W RIGHT-OF-WAY
- P/L PROPERTY LINE
- OH OVERHANG
- C.B. CATCH BASIN
- CNT CANTILEVER
- H/C HANDICAP
- FFE FINISHED FLOOR ELEVATION
- BFE BASEMENT FLOOR ELEVATION
- GFE GARAGE FLOOR ELEVATION
- DB DEED BOOK
- PB PLAT BOOK
- PG PAGE
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- NAD NATIONAL AMERICAN DATUM
- BCCMP BITUMINOUS COATED CORRUGATED METAL PIPE

OWNER'S ACKNOWLEDGEMENT:
STATE OF GEORGIA
(FULTON COUNTY)

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED THERETO, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, HEREBY ACKNOWLEDGES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY.

PROPERTY OWNER:

CITY OF ALPHARETTA 0.289 ACRES

SUBDIVIDER: DCG PEBBLE BROOK

OWNER OF RECORD: CITY OF ALPHARETTA

DATE

DATE

CERTIFICATE OF SURVEYOR/ENGINEER:

It is hereby certified that this plat is true and correct and was prepared from an actual survey of the property made by me or under my supervision; that all monuments show hereon actually exist or are marked as Future; and their locations, size, type and material are correctly shown; and that requirements of Fulton County, Georgia, of of City of Alpharetta, Georgia, have been fully complied with."

By: BEN E. BUTTERWORTH
Registered Georgia Land Surveyor No. 2294

Address: 4195 S. LEE STREET, SUITE I, BUFORD, GA. 30518

Phone No: (770)-271-5772

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

FLOOD STATEMENT

BY GRAPHIC PLOTTING ONLY, I HAVE EXAMINED THE INTERMEDIATE REGIONAL FLOOD PANEL CURRENTLY AVAILABLE AND FOUND THAT THE PROPERTY IN QUESTION IS IN A ZONE "X" SPECIAL FLOOD HAZARD ZONE; ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM), PANEL NUMBER 13121C0079F, WHICH BEARS AN EFFECTIVE DATE OF SEPTEMBER 18, 2013, FULTON COUNTY, GEORGIA.

ZONE X" ~ AREAS OF MODERATE OR MINIMAL HAZARD SUBJECT TO FLOODING FROM SEVERE STORM ACTIVITY OR LOCAL DRAINAGE PROBLEMS.

THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. EASEMENTS AND ENCUMBRANCES MAY EXIST WHICH BENEFIT AND BURDEN THIS PROPERTY.

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

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THIS DRAWING AND ITS REPRODUCTIONS ARE THE PROPERTY OF THE SURVEYOR AND MAY NOT BE REPRODUCED, PUBLISHED OR USED IN ANY WAY WITHOUT THE WRITTEN PERMISSION OF THIS SURVEYOR.

TOTAL AREA: 0.289 ACRES / 12,601 SQUARE FEET

BOUNDARY REFERENCE: DEED BOOK 21906, PAGE 133,
FIELDWORK PERFORMED ON 01/21/16

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 186,820 FEET.

THIS PLAT HAS BEEN PREPARED USING A TRIMBLE 5603 ROBOTIC TOTAL STATION.

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 60,587 FEET, AND ANGULAR ERROR OF 03 SECONDS PER ANGLE POINT, AND WAS ADJUSTED USING COMPASS RULE.



SURVEYING LANDSCAPE ARCHITECTURE LAND PLANNING
WWW.BOUNDARYZONE.COM (770) 271-5772 (919) 363-9226

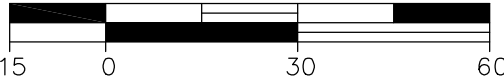
BUFORD
4195 SOUTH LEE STREET, SUITE I
BUFORD, GEORGIA 30518

ATLANTA
235 PEACHTREE STREET NE, SUITE 400
ATLANTA, GEORGIA 30303

MARIETTA
1870 THE EXCHANGE, SUITE 100
MARIETTA, GA 30339

RALEIGH
2205-C CANDUN DRIVE, APEX
NORTH CAROLINA 27523

GRAPHIC SCALE - IN FEET

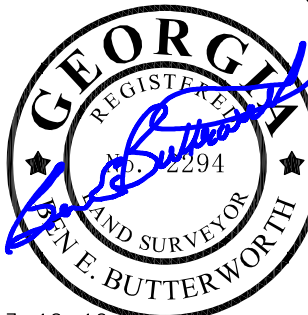


GRID NORTH
GA WEST NAD 83

SCALE: 1"=60'

ROAD ABANDONMENT SURVEY

PREPARED FOR: DCG PEBBLE BROOK
LAND LOT 1254, 2ND DISTRICT, 1ST SECTION
CITY OF ALPHARETTA,
FULTON COUNTY, GEORGIA - 3-10-16



3-10-16
FOR THE FIRM
BOUNDARY ZONE, INC.
LSF #839
NOT VALID WITHOUT
ORIGINAL SIGNATURE

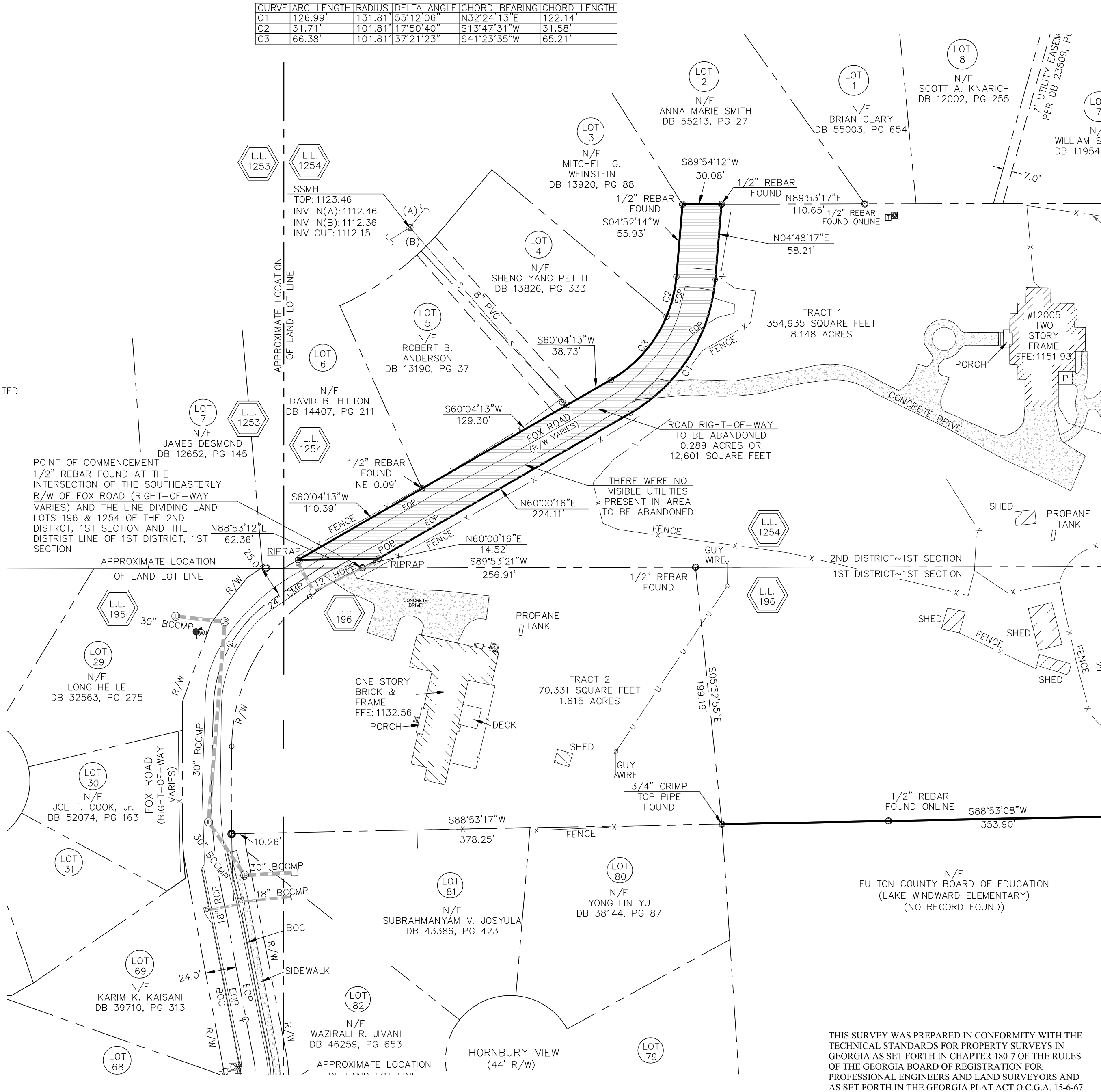
PROJECT
0648205

SHEET
1 OF 2

LEGEND:

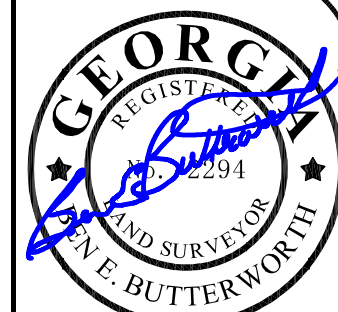
- PROPERTY CORNER FOUND (AS NOTED)
- 1/2" REBAR WITH CAP SET LSF# 839
- R/W MONUMENT
- ⦿ FIRE HYDRANT
- ⦿ WATER METER
- ⦿ WATER VALVE
- ⦿ POWER POLE
- ⦿ LIGHT POLE
- ⦿ POWER/LIGHT POLE
- GUY WIRE
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- NAD NATIONAL AMERICAN DATUM
- BCCMP BITUMINOUS COATED CORRUGATED METAL PIPE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	126.99'	131.81'	55°12'06"	N32°24'13"E	122.14'
C2	31.71'	101.81'	17°50'40"	S13°47'31"W	31.58'
C3	66.38'	101.81'	37°21'23"	S41°23'35"W	65.21'



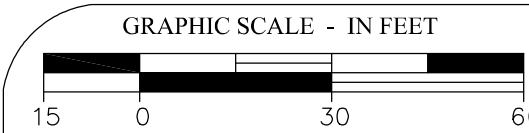
GRID NORTH
GA WEST NAD 83
SCALE: 1"=60'

ROAD ABANDONMENT SURVEY
PREPARED FOR: DCG PEBBLE BROOK
A DELAWARE CORPORATION
LAND LOT 1254, 2ND DISTRICT, 1ST SECTION
CITY OF ALPHARETTA,
FULTON COUNTY, GEORGIA - 3-10-16



3-10-16
FOR THE FIRM
BOUNDARY ZONE, INC.
LSF #839
NOT VALID WITHOUT
ORIGINAL SIGNATURE

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PER ANGLE POINT, AND WAS ADJUSTED USING COMPASS RULE.

BOUNDARY
zone, inc.
LAND SURVEYING SERVICES
LANDSCAPE ARCHITECTURE
LAND PLANNING
SURVEYING ♦ LANDSCAPE ARCHITECTURE ♦ LAND PLANNING
WWW.BOUNDARYZONE.COM ♦ (770) 271-5772 ♦ (919) 363-9226

BUFORD
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BUFORD, GEORGIA 30518
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235 PEACHTREE STREET NE, SUITE 400
ATLANTA, GEORGIA 30303
MARIETTA
1870 THE EXCHANGE, SUITE 100
MARIETTA, GA 30039
RALEIGH
2205-C CANDUN DRIVE, APEX
NORTH CAROLINA 27523

PROJECT
0648205

SHEET
2 OF 2



STAFF REPORT

Submitting Department: City Clerk

Submitted By:

Meeting Date: April 18, 2016

I. AGENDA ITEM TITLE: ALCOHOL BEVERAGE LICENSE HEARING

3 SOUTH MAIN STREET, LLC

D/B/A BUTCHER AND BREW

CONSUMPTION ON PREMISES: LIQUOR / BEER / WINE / SUNDAY SALES

II. RECOMMENDATION:

Staff recommends approval of the requested license application.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT.
BUDGET: NO

TOTAL PROJECT COST: THERE ARE NO FISCAL IMPACTS TO
THE CITY RELATED TO THE APPROVAL OF THE REQUESTED
LICENSE.

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:

On April 14, 2016 a public hearing was scheduled regarding an alcohol beverage license for 3 South Main Street, LLC (d/b/a Butcher And Brew). As a result of the applicant not being in attendance, the hearing could not be held and was deferred.

Prior to the originally scheduled hearing, Staff conducted the required background checks and reviews on the applicant and found no issues or conflicts with the ordinance as defined in City Code.

V. ALTERNATIVES:

VI. ATTACHMENTS:

A RESOLUTION OF THE MAYOR AND COUNCIL APPROVING THE SALE OF REAL PROPERTY TO NEWHALL LAND CO., INC., A GEORGIA CORPORATION; TO RATIFY CERTAIN PREVIOUS ACTIONS CONCERNING THE SALE OF SUCH PROPERTY; TO AUTHORIZE THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO CARRY OUT SUCH SALE AND CONVEYANCE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Alpharetta, Georgia (the "City") is the owner of that certain tract or parcel of land located in Land Lot 748, 1st District, 2nd Section, Fulton County, Georgia, consisting of approximately 4.026 acres of land, which is more specifically described in the attached Exhibit "A", which exhibit is hereby incorporated herein by reference (the "Property"); and

WHEREAS, Section 6.30(a) of the Charter of the City of Alpharetta authorizes the City Council to sell and convey any real or personal property owned or held by the city for governmental or other purposes as provided by general state law; and

WHEREAS, after due consideration and investigation, the Mayor and Council of the City of Alpharetta (the "City Council") previously determined that the Property (together with other adjacent parcels) is surplus property and the sale of the Property was is in the best interest of the public health, safety, and welfare of the citizens of the City of Alpharetta; and

WHEREAS, thereafter, the City published notice of its intent to sell the Property and requested proposals for the purchase of the Property; and

WHEREAS, after giving due consideration to all proposals responsive to such request, the City Council determined MMS Alpharetta, LLC, a Georgia limited liability company to be the highest and best responsible offeror with the proposal most responsive to the City's requirements and conditions for such sale; and

WHEREAS, the City desires to sell the Property for the purchase price of \$1,125,771.00, which sale is conditioned on the fulfillment of all terms, conditions and purposes delineated in that certain Agreement of Purchase and Sale entered into on or about November 24, 2015 (the "Agreement of Purchase and Sale"), as ratified herein, which Agreement of Purchase and Sale was subsequently assigned by MMS Alpharetta, LLC to Newhall Land Co., Inc. with consent of the City; and

WHEREAS, the City Council desires to authorize the Mayor, City Administrator, City Clerk, and City Attorney, and such other officials as may be necessary, to execute all agreements, legal instruments and other documents required to effect the sale of the Property and to deed, convey or otherwise transfer the Property to Newhall Land Co., Inc.;

NOW, THEREFORE, BE IT RESOLVED by the City of Alpharetta, Georgia, and **IT IS HEREBY RESOLVED** by the authority of the Mayor and Council of the City of Alpharetta, Georgia, as follows:

1. The execution by the Mayor of the Agreement of Purchase and Sale entered into on or about November 24, 2015 is hereby ratified and approved; and

2. The sale of the Property by the City to Newhall Land Co., Inc. for the amount of \$1,125,771.00 in accordance with the Agreement of Purchase and Sale is hereby approved; and

3. The execution and delivery of a limited warranty deed by the Mayor on behalf of the City conveying the Property to Newhall Land Co., Inc. is hereby approved; and

4. The Mayor, City Administrator, City Clerk, and City Attorney, and such other officials as may be necessary, are hereby authorized to execute all agreements, legal instruments and other documents required to effectuate the intent of this resolution; and

5. All acts heretofore taken to effectuate the intent of this resolution are hereby ratified and approved; and

6. This Resolution shall take effect immediately upon its adoption, and all resolutions or proceedings or parts in conflict with this resolution be, and the same are, hereby repealed.

SO RESOLVED AND EFFECTIVE, this _____ day of April, 2016.

CITY OF ALPHARETTA, GEORGIA

By: _____
David Belle Isle, Mayor

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PRECEDING PAGE OF
RESOLUTION APPROVING SALE OF REAL PROPERTY]

COUNCIL MEMBERS

Jason Binder

Jim Gilvin

Mike Kennedy

Dan Merkel

Donald Mitchell

Chris Owens

(SEAL)

Attest:

Lyn Kennedy, Assistant City Clerk

EXHIBIT "A"

Legal Description of the Land

All that tract or parcel of land lying and being in Land Lot 748 of the 1st District, 2nd Section and Land Lot 1268 of the 2nd District, 2nd Section, Fulton County, City of Alpharetta, Georgia and being more particularly described as follows:

BEGINNING at an iron pin found (1/2" rebar) at the northwest corner of lot 20 of the B.F. Summerour Subdivision per plat book 26, page 50, Fulton County, Georgia records;

THENCE, South 18 degrees 46 minutes 41 seconds East for a distance of 439.96 feet along the westerly property line of said lot 20 to an iron pin found (3/4" open top pipe);

THENCE, North 89 degrees 36 minutes 19 seconds West for a distance of 215.10 feet along the northerly property line of property of Elvin L. Aycock to an iron pin found (1" crimp top pipe);

THENCE, South 02 degrees 30 minutes 16 seconds West for a distance of 109.97 feet along the westerly property line of property of Elvin L. Aycock to a tie rod found;

THENCE, South 01 degrees 15 minutes 16 seconds West for a distance of 112.00 feet continuing along said property of Elvin L. Aycock to an iron pin set (1/2" rebar) on the northerly right-of-way of Thompson Street having a variable right-of-way width;

THENCE, North 85 degrees 46 minutes 02 seconds West for a distance of 199.36 feet along said right-of-way of Thompson Street to an iron pin set (1/2" rebar);

THENCE, North 00 degrees 03 minutes 26 seconds East for a distance of 9.03 feet continuing along said right-of-way to a concrete monument found;

THENCE, North 84 degrees 56 minutes 21 seconds West for a distance of 114.30 feet continuing along said right-of-way to an iron pin set (1/2" rebar);

THENCE, North 78 degrees 35 minutes 00 seconds West for a distance of 107.03 feet continuing along said right-of-way to an iron pin set (1/2" rebar);

THENCE along a curve to the right having a radius of 22.00 feet and an arc length of 43.93 feet, being subtended by a chord of North 21 degrees 22 minutes 33 seconds West for a distance of 36.99 feet continuing along said right-of-way to an iron pin set (1/2" rebar) on the easterly right-of-way of Haynes Bridge Road having a variable right-of-way width;

THENCE, North 35 degrees 49 minutes 53 seconds East for a distance of 61.89 feet along said easterly right-of-way of Haynes Bridge Road to a point;

THENCE along a curve to the right having a radius of 218.00 feet and an arc length of 26.23 feet, being subtended by a chord of North 39 degrees 16 minutes 44 seconds East for a distance of 26.22 feet continuing along said right-of-way to a point;

THENCE along a curve to the right having a radius of 718.00 feet and an arc length of 157.64 feet, being subtended by a chord of North 49 degrees 00 minutes 57 seconds East for a distance of 157.32 feet continuing along said right-of-way to a point;

THENCE, North 55 degrees 18 minutes 20 seconds East for a distance of 74.32 feet continuing along said right-of-way to a point;

THENCE along a curve to the left having a radius of 797.00 feet and an arc length of 435.01 feet, being subtended by a chord of North 39 degrees 40 minutes 09 seconds East for a distance of 429.63 feet continuing along said right-of-way to an iron pin set (1/2" rebar);

THENCE, North 80 degrees 52 minutes 14 seconds East for a distance of 4.90 feet continuing along said right-of-way to an iron pin found (1/2" rebar) at the POINT OF BEGINNING.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 4.026 acres of land more or less and is shown on a survey of Downtown Alpharetta, prepared by Moreland Altobelli Associates, Inc., dated 2/03/2015. Said plat by specific reference is made a part hereof.



STAFF REPORT

Submitting Department: Public Works
Submitted By: Scott Campbell, Construction Manager
Meeting Date: April 18, 2016

I. AGENDA ITEM TITLE: ADDITIONAL WORK WITHIN THE S.R. 9 ROADWAY / STREETSCAPE IMPROVEMENT - MARIETTA STREET TO ACADEMY STREET CONTRACT, RFP 15-1004

II. RECOMMENDATION:

Please approve Change Order #4 in the amount of \$27,994.50 to Georgia Development Partners, LLC for additional construction costs associated with the Main Street Improvements Project between Academy Street and Marietta Street 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: \$27,994.50

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
ABC Main Street Improvements (30176100-541420-C1442)	\$27,994.50

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
ABC contribution for Main Street Improvements (30176100-371000-C1442)	\$27,994.50

IV. REPORT IN BRIEF:

On January 26, 2015, City Council awarded Georgia Development Partners, LLC the contract for the construction of the S.R. 9 Roadway / Streetscape Improvements - Marietta Street to Academy Street Project. The project extended the roadway section previously constructed as part of the S.R. 9 at S.R. 120 Intersection Improvement project north on both sides of S.R. 9 from Marietta Street to Academy Street/Milton Avenue. The project scope included the installation of brick paver sidewalks, the installation of raised and landscaped granite curbed medians, the installation of pedestrian lighting and a pedestrian crossing (HAWK) signal.

As construction progressed the property owners at the old gas station and the adjacent parking lot expressed their concerns regarding access to their properties from S.R.9 as well as the final configuration of their driveway, proposed sidewalk and ingress and egress from their property. Consequently, construction of the proposed improvements along their property frontage was delayed to the point that a temporary sidewalk was poured to accommodate pedestrian traffic through the unfinished work area, gravel was placed in the proposed driveway area temporarily to accommodate vehicular traffic and the contractor demobilized from the site.

After a final agreement was reached between the City and the property owners on the configuration of the driveway and sidewalk, the contractor submitted a cost to remobilize and finish up the project while holding their bid prices from a year ago. The additional costs associated with completing this work include; mobilization, traffic control, grading complete (including demolition), concrete pavement with associated stone base, overhead and profit.

The total cost of Change Order # 4 is \$27,994.50. Thus the contract amount will increase from \$2,513,532.93 to \$2,541,527.43.

V. ALTERNATIVES:

None.

VI. ATTACHMENTS:



STAFF REPORT

Submitting Department: Public Works
Submitted By: Geoffrey Sarra, Senior Engineer
Meeting Date: April 18, 2016

I. AGENDA ITEM TITLE: MAYFIELD ROAD AT FREEMANVILLE ROAD INTERSECTION IMPROVEMENT, ITB #16-011

II. RECOMMENDATION:

Please award ITB 16-011 to Quantum-Mac International, Inc. in the amount of \$64,389.57 for the Mayfield Road at Freemanville Road Intersection Improvement 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: \$64,389.57

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Major Intersection Imp. (30141100-541410-C1606)	\$64,389.57

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
N/A	\$0.00

IV. REPORT IN BRIEF:

The award of this bid is for the construction of the Mayfield Road at Freemanville Road Intersection Improvement. The project consists of the construction of a right-turn lane from west-bound Mayfield Road to north-bound Freemanville Road. The turn lane will be approximately 180' in length.

The Department of Public Works prepared plans and specifications for the intersection project and advertised for competitive bids during February and March 2016. A total of six bids were received on March 24, 2016 from the following:

- Quantum-Mac International, Inc. \$ 64,389.57
- Woodwind Construction Company, Inc. \$ 93,050.00
- Urey Companies, LLC \$103,973.00
- Bartow Paving Company, Inc. \$105,826.25
- Tople Construction & Engineering, Inc. \$113,505.00
- Construction Engineering and Management Co. \$194,137.00

The apparent low bidder, Quantum-Mac International, Inc., is an experience contractor and has worked on several projects with similar construction elements for Georgia agencies including Cobb County and DeKalb County. The contacted references stated that Quantum-Mac International, Inc. provided reliable work on time and within budget and would utilize their services again.

Staff met with Quantum-Mac International, Inc. on March 30, 2016 to review the scope of work and the City's expectations. When asked about the gap between their submitted bid proposal and the next lowest bidder, Quantum-Mac International, Inc. attributed their lower cost to being able to self-perform all of the work excluding the placement of asphalt. Quantum-Mac International, Inc. assured Staff that they could complete the project for the submitted bid amount and within the allocated time frame. Thus, Staff determined

Quantum-Mac International, Inc. to be the lowest responsive and responsible bidder.

Construction of the project will not begin prior to the end of the current Fulton County School year. The anticipated start date is Monday, May 30, 2016 and the project is to be complete no more than 30 days from notice to proceed.

V. ALTERNATIVES:

None.

VI. ATTACHMENTS:

Project Exhibit

MAYFIELD ROAD AT FREEMANVILLE ROAD INTERSECTION IMPROVEMENT

