City Council Meeting
AUGUST 6, 2018

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 (Meetings of 07/09/2018, 07/16/2018 Millage Rate Public Hearing & 7/16/2018)

V. PUBLIC HEARING

A. CU-18-04 EasyVet Clinic/Animal Hospital
Consideration of a request for conditional use to allow an 'Animal Hospital, Small Animals' within the Kroger retail center. The property is located at 12850 Highway 9, Suite 2200 and is legally described as being located in Land Lots 1049 and 1112, 2nd District, 2nd Section, Fulton County, Georgia.

B. CLUP-18-04/Z-18-06/CU-18-06 1150 Upper Hembree Road/Animal Hospital
(NOTE: This item has been deferred by the Applicant until Monday, August 27, 2018 and will not be considered at this meeting)
Consideration of a request to rezone approximately 2.48 acres from O-I (Office-Institutional) to C-1 (Neighborhood Commercial) and a conditional use to allow an existing structure to be used for an 'Animal Hospital, Small Animals'. A Comprehensive Land Use Plan amendment is requested to change the designation of the property from 'Professional Business Office' to 'Commercial'. The property is located at 1150 Upper Hembree Road and is legally described as being located in Land Lots 550 & 551, 1st District, 2nd Section, Fulton County, Georgia.

VI. OLD BUSINESS

A. Amendment to Alcohol Ordinance (1st reading)

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AMEND CHAPTER 4, ARTICLE II, SECTION 4-48 OF THE CODE OF THE CITY OF ALPHARETTA, GEORGIA, TO ALLOW SUNDAY SALES BY THE DRINK BETWEEN 11:00 A.M. AND 12:30 P.M. CONDITIONAL ON APPROVAL IN A REFERENDUM ELECTION; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

B. Liberty Hall: Consideration Of Amendments To Parking Agreement
(NOTE: This item was tabled at the July 23, 2018 Council Meeting and must be voted on to be removed from the table for consideration)

VII. NEW BUSINESS

A. Emergency Medical Equipment and Supplies for Public Safety (RFP 18-109)

B. FY 2019 Public Safety Fleet Replacement

C. FY19 2019 Ford F-750 Box Dump Truck with Spreader Insert Replacement

D. **FY19 Ford F-250 4x4 Crew Cab Service Truck Replacement**

E. **On-Call Storm Structure and Drainage Repairs**

F. **On-Call Stormwater Pipe Lining Services**

G. **On-Call Storm Pipe Cleaning**

H. **PH-18-03: City of Alpharetta Capital Improvement Element and Annual Report**
Consideration of a resolution adopting the 2018 Capital Improvement Element and Annual Report

I. **Intergovernmental Agreement for the Provision of Election Services Between Fulton County, Georgia and the City of Alpharetta, Georgia**

VIII. WORKSHOP

A. **Update of the Wills Park / Equestrian Center Master Plan**

IX. PUBLIC COMMENT

X. REPORTS

XI. ADJOURNMENT TO EXECUTIVE SESSION

City Council Meeting
STAFF REPORT

Submitting Department: City Clerk
Submitted By:
Meeting Date: August 6, 2018

I. AGENDA ITEM TITLE: COUNCIL MEETING MINUTES (MEETINGS OF 07/09/2018, 07/16/2018 MILLAGE RATE PUBLIC HEARING & 7/16/2018)

II. RECOMMENDATION:

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:

City Council Meeting Summary for 7-9-2018, City Council Public Hearing Summary for 7-16-2018, City Council Meeting Summary for 7-16-2018

City Council Meeting & Public Hearing
JULY 9, 2018
Office of the City Clerk

ALPHARETTA CITY HALL
COUNCIL CHAMBERS
2 PARK PLAZA

This summary is provided as a convenience and service to the public, media and staff. It is not the intent to record proceedings verbatim. Any reproduction of this summary must include this notice. Public comments are noted as heard by Council, but not quoted or paraphrased. This document includes limited presentation by Council and invited speakers in ***summary*** *form.* ***This*** *is* ***not an official record*** *of the Alpharetta City Council Meeting proceedings. Official Minutes are recorded and available for review.*

I. CALL TO ORDER

- *Mayor Gilvin called the meeting to order at 6:30 p.m.*

II. ROLL CALL

- Council Members
  - Mayor Jim Gilvin
  - Mayor Pro Tem Donald F. Mitchell
  - Jason Binder
  - Ben Burnett
  - John Hipes (ABSENT)
  - Dan Merkel
  - Karen Richard
- Staff
  - Bob Regus, City Administrator
  - Sam Thomas, City Attorney
  - James Drinkard, Asst. City Administrator
  - Peter Sewczwicz, Director of Public Works
  - John Robison, Deputy Director of Public Safety
  - Morgan Rodgers, Director of Recreation and Parks
  - Kathi Cook, Director of Community Development
  - Michael Woodman, Senior Planner

- Tom Harris, Director of Finance
- Shawn Mitchell, Budget Manager

III. PLEDGE TO THE FLAG

IV. PROCLAMATIONS

A. "Extraordinary Eagle Scout" - Albert Williams III

V. CONSENT AGENDA

A. Council Meeting Minutes (Meeting of 6/11/2018 & 6/18/2018)

B. Financial Management Report: Month Ending May 31, 2018

- Council Member Binder offered a motion to approve the Consent Agenda
  - The motion received a second from Council Member Merkel
  - The motion was approved unanimously 6-0

VI. PUBLIC HEARING

A. CLUP-18-03/Z-18-03/V-18-06 Kings Ridge Christian School

- Senior Planner, Michael Woodman, came forward to present this item on behalf of staff
- This item was considered at the June 7, 2018 Planning Commission meeting. Staff recommended approval subject to conditions. No one spoke in favor of or in opposition to the request. After discussion, the Planning Commission recommended approval subject to the conditions below. Vote (5-0)
- Staff recommended approval of CLUP-18-03/Z-18-03/V-18-06 King's Ridge Christian School/Soccer Field, subject to the following conditions:

1. The site, consisting of approximately 2.03 acres, shall be zoned SU and developed substantially similar to site plan submitted by CP&E, dated 3/29/2018, except for modifications required to comply with the conditions below and subject to meeting all City code requirements and conditions of zoning.
2. Existing trees shall be preserved as depicted on tree plan prepared by TJ Schell, dated 3/26/2018. Tree recompense shall not be required for the removal of Tree #10 (10" Sourwood) and #12 (15" Sourwood).
3. Existing trees shall be saved, where possible, along Cogburn Road, as approved by Staff.
4. Sidewalk connection between the soccer field and parking lot to the north shall be installed with the least impact to existing trees, as approved by Staff. Centerline of sidewalk shall be staked in the field and location reviewed and approved by the City Arborist.
5. Developer shall construct a 10' concrete multi-use path/sidewalk within the Cogburn Road right-of-way or within a dedicated public trail easement with the least impact to existing trees, subject to review by Milton Public Works Director and City Arborist. Centerline of path/sidewalk shall be staked in the field and location reviewed and approved by the City Arborist. Impact fee credits shall be provided for public improvements.

6. Existing residential driveway shall be removed and area shall be stabilized.
7. Stormwater facilities (detention ponds) shall not be visible from Cogburn Road, unless constructed as a decorative amenity. Any visible stormwater structures shall be faced with decorative stone.

- The applicant, King's Ridge Christian School, is requesting a change in zoning for 2.03 acres from AG (Agriculture) to SU (Special Use) to incorporate the property into the King's Ridge Christian School campus and to construct a high school soccer field. A comprehensive land use plan amendment is requested from 'Very Low Density Residential' to 'Public, Institutional, Education'. A variance is requested to eliminate the required tree recompense for the removal of two (2) trees. The subject property is located at 13695 Cogburn Road, on the west side of Cogburn Road and south of Bethany Bend.
- The submitted request, if approved, would allow for a 2.03-acre property to be incorporated into the King's Ridge Christian School campus for the purpose of constructing a high school soccer field. King's Ridge Christian School plans to expand its athletic programs and facilities and has acquired the subject property to add to its campus master plan. The subject property is located at 13695 Cogburn Road, on the west side of Cogburn Road and south of Bethany Bend.
- The property is zoned AG (Agriculture) and is currently developed with a single-family home. Surrounding properties are zoned SU (Special Use) and are developed with uses for King's Ridge Christian School. Cambridge High School is located to the east, in the City of Milton. The Comprehensive Land Use Plan designation of the property is 'Very Low Density Residential'. The applicant's request for the SU zoning requires a comprehensive land use plan amendment to 'Public, Institutional, Education', which is consistent with the surrounding King's Ridge property.
- A variance is requested to eliminate the required tree recompense for the removal of two (2) understory specimen trees. The applicant intends to remove two (2) healthy trees (10" Sourwood and 15" Sourwood). Unified Development Code (UDC) Subsection 3.2.7(C) states that, "Specimen trees that cannot be saved must be replaced with recompense plantings equal to three (3) times the DBH of the tree(s) removed. Recompense trees shall be a minimum of four-inch (4") caliper at time of planting." TAccording to the applicant, the site plan has been redesigned several times to limit impacts to trees and the King's Ridge Christian School campus exceeds the City's required tree density (tree inches per acre).
- The submitted site plan depicts approximately half of a 195' x 360' soccer field on the 2.03-acre property. Existing parking from the adjacent Lower School parking lot, to the north, will be used for the soccer field, including a proposed sidewalk connection between the parking lot and soccer field.
- Staff and the applicant contacted the City of Milton to coordinate the Cogburn Road streetscape. The Milton Public Works Director requested that the applicant construct a 10' wide, concrete multi-use path or sidewalk within the Cogburn Road right-of-way or within a dedicated public trail easement.
- Stream buffers are present on the south end of the property; however, the applicant's site plan respects the buffers. The property consists primarily of hardwoods. The applicant proposes the removal of two (2) understory specimen trees (Tree #10 – 10" Sourwood and Tree #12 – 15" Sourwood) according to the applicant's tree survey and arborist report. If approved, staff recommends a tree save area along Cogburn Road to provide a natural screen from the road.
- Staff has reviewed the applicant's proposal and finds that it can generally support the request for comprehensive land use plan amendment, rezoning and variance. The proposal is consistent with surrounding properties, which are owned by and part of the King's Ridge Christian School campus. If approved, conditions are recommended requiring protection of the existing tree canopy and streetscape standards for Cogburn Road.

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

Public Comment

None

- *Council Member Richard offered a motion to approve CLUP-18-03/Z-18-03/V-18-06 Kings Ridge Christian School subject to the staff conditions with an amendment to Condition #5 to read, "Developer shall construct a minimum of 8' multi-use path/sidewalk to accommodate pedestrians and cyclists within the Cogburn Road right-of-way or within a dedicated public trail easement with the least impact to existing trees, subject to review by Milton Public Works Director and City Arborist. Centerline of path/sidewalk shall be staked in the field and location reviewed and approved by the City Arborist. Impact fee credits shall be provided for public improvements."*
  - *The motion received a second from Council Member Merkel*
  - *Council Member Binder offered a friendly amendment to Condition #5 to read, "Developer shall construct a 10' gravel path/multi-use path/sidewalk within the Cogburn Road right-of-way or within a dedicated public trail easement with the least impact to existing trees, subject to review by Milton Public Works Director and City Arborist. Centerline of path/sidewalk shall be staked in the field and location reviewed and approved by the City Arborist. Impact fee credits shall be provided for public improvements."*
  - *Amendment accepted*
  - *The motion was approved unanimously 6-0*

B. MP-18-05/Z-18-04 Lux Atlanta/Northwinds Master Plan

- Director of Community Development, Kathi Cook, came forward to present this item on behalf of staff

- This item was considered at the June 7, 2018 Planning Commission meeting. Staff recommended approval subject to conditions. One resident spoke in favor of the request. A representative from Clear Springs Baptist Church spoke wanting to better understand the impacts to the church during and after construction. In response, the applicant stated that they would provide a buffer between their property and the church. The Planning Commission requested that the applicant provide staff with an exhibit of the buffer prior to the Council meeting. After discussion, the Planning Commission recommended approval subject to the conditions below. Vote (5-0)

- Staff recommends approval of MP-18-05/Z-18-04 Lux Atlanta/Northwinds Master Plan, subject to the following conditions:

1. The 1-acre property shall be zoned O-I and shall be incorporated into Pod A of the Northwinds Master

Plan. The 4.75-acre site shall be developed substantially similar to the plan prepared by KSGW, dated 5/25/2018, except for modifications required to comply with the conditions below and subject to meeting all City code requirements and conditions of zoning.

2. Development regulations shall be as follows:
    a. Athletic Facility – Maximum 40,000 square feet and building height of at least 2 stories and no more than 60′. Use square footage shall be deducted from the remaining Master Plan office entitlement.
    b. Office – Maximum 10,000 square feet and building height no greater than 3-stories or 45′. Use square footage shall be deducted from the remaining Northwinds Master Plan office entitlement.
    c. Restaurant – Maximum 12,800 square feet and minimum height of 2 stories or 20′. Use square footage shall be deducted from the remaining Northwinds Master Plan office/accessory retail entitlement. Restaurants shall not be drive-through, but shall include outdoor dining areas.
    d. Hotel – One luxury boutique or full-service hotel, similar to The St. Regis, shall be permitted with a maximum 60 rooms and no greater than 4 stories or 65′. Hotel rooms shall be deducted from the remaining Master Plan hotel entitlement, which has an exchange rate of 800 SF of office per hotel room or 48,000 square feet of office for 60 hotel rooms. Hotel may not be an extended stay facility.
    e. Parking Decks – Structured parking shall be developed as depicted on the site plan prepared by KSGW, dated 5/25/2018. Parking deck along Northwinds Parkway shall have its top level on- grade with the adjacent surface parking lot and aligned with the finished elevation of Northwinds Parkway. Parking deck visible from Northwinds Parkway and/or Kimball Bridge Road shall be treated with comparable materials and finishes as the buildings they serve and/or shall be screened by over-sized landscaping (12″ – 15″ caliper trees). Suitability of parking deck elevation, visibility and landscape screening shall be approved by the DRB.
3. Freestanding retail uses shall not be permitted.
4. Architectural style shall require final approval by the DRB.
5. Retaining walls shall receive architectural façade treatment or be heavily landscaped, as approved by DRB. Retaining walls visible from developed areas exceeding 16′ in height shall be terraced.
6. Backside of buildings or ‘back of house’ functions, such as loading or dumpster areas, shall not be visible from the public right-of-way. Parapet walls shall be used to screen roof-top mechanical equipment and views.
7. Corner of Northwinds Parkway and Kimball Bridge Road shall be designed with a minimum 2,000 square foot open space to incorporate decorative hardscape and landscape with a water feature, sculpture or similar focal point feature, as approved by DRB. Corner feature shall be completed with the first CO.
8. A 20′ landscape strip with trees and shrubs shall be provided along Kimball Bridge Road and Northwinds Parkway. Existing street trees along Northwinds Parkway shall be saved, as approved by Staff. Pedestrian lights shall be required along Kimball Bridge Road. Existing pedestrian lights along Northwinds Parkway shall be replaced, where necessary, and supplemented with additional lights as approved by Staff.
9. Developer shall construct a minimum 6′ sidewalk and 4′ planting strip (between curb and sidewalk) along Kimball Bridge Road and Northwinds Parkway, as approved by Staff.
10. A traffic impact study shall be required at LDP to determine the site driveway configuration and potential mitigation measures necessary for the intersection at Kimball Bridge Road and Northwinds Parkway. The scope of the study to be developed with the City’s Senior Transportation Planner.
11. Developer shall dedicate necessary right-of-way to accommodate the required streetscape and future traffic signal equipment.
12. Existing curb cut on Northwinds Parkway shall be removed, if not utilized for the development.
13. Specimen trees, tree groupings and trees of quality shall be given special consideration and every

attempt to incorporate them into the site plan shall be made, as approved by Staff.

14. Developer shall dedicate a permanent easement to the City and construct a 12' concrete, accessible multi- use path (Alpha Loop) as depicted on the plan prepared by KSGW, dated 5/25/2018, with final alignment/design/materials approved by Staff and construction completed prior to first CO. Width of the path may be reduced, if not designated as the main Alpha Loop path, as approved by Staff. Enhanced crossings shall be provided across Kimball Bridge Road and Northwinds Parkway and shall include design and materials approved by Staff. Path shall including seating/gathering areas, lighting (pedestrian and bollard), landscape, hardscape, bike share station, wayfinding signage and public parking, as approved by Staff. Path entrance gateways/arches shall be provided on Northwinds Parkway and Kimball Bridge Road.
15. Detention facilities shall not be visible from the public right-of-way, except a decorative water feature approved by Staff.
16. All new utilities shall be located underground.

- The applicant, Brandon Wheeless, is requesting a master plan amendment to the Northwinds Master Plan Pod A to modify development standards and permitted uses and to add approximately 1-acre of land to Pod A to allow for the construction of a 40,000 square foot 'Athletic Facility', 10,000 square foot office, 12,800 square feet freestanding restaurant uses, 60-room boutique hotel and two (2) below-grade parking structures on 4.75 acres. A rezoning is requested for a 1-acre parcel from O-P (Office-Professional) to O-I (Office-Institutional). The subject property is located at the northwest corner of Northwinds Parkway and Kimball Bridge Road.
- The submitted request, if approved, will allow for the construction of a 40,000 square foot 'Athletic Facility', 10,000 square foot office, 12,800 square feet of free-standing restaurants, 60-room 'Boutique Hotel' and below-grade parking structures on 4.75 acres. The proposed development is an exclusive athletic facility based on private membership and geared toward professional and developing athletes. The facility will provide athletic training and development, as well as injury recovery/rehabilitation. Amenities and services include sports courts, high-end exercise equipment, physical fitness specialists and trainers, locker rooms, recovery center, medical staff, lounge, hotel and spa, restaurants, and a multi-use trail. The subject property is located at the northwest corner of Northwinds Parkway and Kimball Bridge Road.
- The property is zoned O-I (Office-Institutional) and O-P (Office-Professional) and the O-I parcel is subject to the Northwinds Master Plan Pod A. The property is bound by Northwinds Parkway to the east and Kimball Bridge Road to the north. Surrounding properties are Jackson Healthcare to the east, Braeden subdivision to the north, Clear Springs Baptist Church and a cemetery to the west and the Northwinds VII office building to the south. The property has a Comprehensive Land Use Plan designation of 'Corporate Office', which allows the applicant's proposed uses.
- The Northwinds Master Plan was approved in 1986 and has been amended on a few occasions over the years. The Master Plan was approved for approximately 4.3 million square feet of office and retail/restaurant uses in Pods A & C. Free-standing retail/restaurant uses are only permitted in Pod C. Retail/restaurant use in Pod A must be located within an office building and is limited to no more than 25% of the floor area of the office building. A master plan amendment was approved in June 2017 for the Northwinds Summit mixed-use development, which is located at the northeast corner of Haynes Bridge Road and Georgia 400. That amendment utilized existing entitlements in the Northwinds Master Plan, including the approved residential uses that require an exchange for existing office density.
- As shown in the table below, Pods A & C have a remaining entitlement of 1,125,159 square feet of office and retail/restaurant use and 284 hotel rooms. The applicant is requesting to add 'Athletic Facility' and to allow free-standing restaurant use in Pod A. If the zoning proposal is approved, it is

recommended that the applicant's proposed uses are deducted from remaining entitlements in the Northwinds Master Plan.

Applicant's Proposal vs Original Master Plan				
Use	Applicant's Proposal	Original Master Plan	Remaining Approval	Remaining Approval, incl. Applicant
Athletic Facility	40,000 SF	Use Not Permitted	N/A	N/A
Office & Free-standing Restaurant	10,000 SF Office 12,800 SF Restaurant	4,340,140 SF (Pods A & C)	1,125,159 SF (Pods A & C)	1,102,359 SF (Pods A & C)
Hotel	60 rooms	600 rooms*	284 rooms	224 rooms**

**300 hotel rooms approved in the Northwinds Master Plan. Master Plan allows for the exchange of 800 SF of office density for one (1) hotel room up to a maximum of 300 additional hotel rooms in Pod A.*
***48,000 SF of office use would need to be exchanged for 60 hotel rooms to accommodate the applicant's request.*

- The applicant's site plan depicts a 40,000 square foot athletic facility, 10,000 square foot professional/medical office and 60-room boutique hotel with below grade parking and located on the south end of the property. A grouping of restaurant buildings, consisting of 12,800 square feet, are depicted on the north end of the property. The Alpha Loop enters the property at the southeast corner of the site, running along the southern property line before traversing the site to the corner of Northwinds Parkway and Kimball Bridge Road. This was the original location of the Alpha Loop, but has recently been moved in order to cut construction costs by using an existing sidewalk on the east side of Northwinds Parkway. Moving the Alpha Loop also saved the construction cost of a bridge, which may be built in the future. Routing away from major roadways is a preferred option even if it will be several years before the links are constructed.
- Site access is depicted at three (3) locations with two (2) driveways on Northwinds Pkwy and one on Kimball Bridge Rd. Setbacks are depicted to be 50' along Northwinds Pkwy and Kimball Bridge Rd, except that a below-grade parking deck is approximately 15' from Northwinds Pkwy. Side and rear setbacksare depicted to be 15'. Northwinds Master Plan has conditional setbacks based on site plan approval.
- Restaurant buildings are generally oriented to the multi-use trail and includes outdoor areas for seating/gathering, civic space and amenity space. Restaurant uses will be open to the general public. Restaurant buildings vary in size ranging from 1,200 – 4,000 square feet and having building heights of one (1) story to 2.5 stories. Parking surrounds the grouping of restaurants with two (2) rows of parking depicted between the street and the buildings. Attached to the athletic facility is the 10,000 square foot professional/medical office, which is proposed to be three (3) stories and 45'.
- The applicant proposes a 'Boutique Hotel' with a maximum 60 rooms and building height of four (4) stories or 65'. According to the applicant, the hotel will include high-end finishes, concierge services, spa, pool and upscale food and beverage services. The hotel will be open to the public, with a number of VIP rooms set aside for members of the private athletic facility. The site plan depicts the hotel connected to the athletic facility with a 3-level, below grade parking structure underneath the hotel and athletic facility uses. The City's Unified Development Code (UDC) defines a 'Boutique Hotel' as:

  "A high quality hotel which contains less than 120 rooms located in a unique setting, such as the City's Downtown, mixed-use developments and/or an entertainment district. The building shall reflect a unique exterior architecture and interior design compatible with the area in which the hotel is located. The boutique hotel shall provide guests with high quality services, such as, but not limited to, concierge,

on-site restaurant, room service, meeting space, business center, banquet facilities, spas, doormen, valet parking, boutiques and/or other amenities. Guest rooms within the building shall contain no equipment for food preparation other than a mini-fridge and/or microwave. There shall be no self-serve laundry facilities (for guests use) within the building. Access to each guest room shall be through an inside lobby supervised at all hours."

- Northwinds Master Plan Pod A is approved for 300 hotel rooms with an additional 300 hotel rooms permitted through an exchange of one (1) hotel room per 800 square feet of approved office use. The applicant's request for a 60-room hotel would require the exchange of 48,000 square feet of office use.
- The proposed uses would require a total of 405 parking spaces, as calculated in the table below. Parking is provided in two (2) structured parking deck, one under the hotel/athletic facility (180 spaces) and one along Northwinds Parkway at the project entrance (150 spaces). The 3-level parking deck along Northwinds Parkway has its top level on-grade with the adjacent surface parking and Northwinds Parkway finished elevation. According to the applicant, the 3-level parking deck under the hotel/athletic facility will include valet parking. An additional 77 surface parking spaces are provided along north end of the property closest to Kimball Bridge Road, for a total of 407 parking spaces provided on-site.

Use	Size (SF/rooms)	Parking Rate	Parking Required
Boutique Hotel	60 rooms	1 space/room + 1 employee space/20 rooms + 1 space/500 SF for meeting space, retail, restaurant	60 + 3 + 10 = 73
Athletic Facility	40,000 SF	1 space/500 SF court, field, spectator area + 1 space/200 SF other patron use areas	60 + 40 = 100
Office (Prof/Med)	10,000 SF	1 space/200 SF	50
Restaurant	18,200 SF	1 space/100 SF	182
Parking Required			405
Parking Provided			407 (330 Deck, 77 Surface)

- The applicant's site plan consists of approximately 35% green space and 9% plaza space, which is described by the applicant as hardscaped areas used for civic or amenity space. Plaza space includes the Alpha Loop, paver plazas, reflecting pool, outdoor seating/gathering areas, rooftop lounge, yoga lawn, sculpture garden, aquarium, gardens/lawns, tree save areas and turf event lawn. Civic, or public, space is generally limited to the Alpha Loop on the applicant's site plan.
- A 12' multi-use path is depicted running through the proposed development and incorporated into the City's Alpha Loop project. The Alpha Loop enters the property from the corner of Northwinds Parkway and Kimball Bridge Road and traverses the development before running along the south property line to Northwinds Parkway. The Alpha Loop's current alignment is along the east side of Northwinds Parkway. If approved, staff recommends that the developer dedicate a permanent easement for public access and construction of the 12' Alpha Loop path through the property as depicted on the applicant's site plan, including enhancements such as an accessible path, seating/gathering areas, lighting, landscape, hardscape, bicycle facilities, crosswalks and wayfinding signage.
- The property is heavily wooded, including of a mix of Pines and hardwoods. A row of street trees exist along Northwinds Parkway and should be saved. According to the applicant, stormwater will be handled in underground facilities.
- The applicant submitted trip generation figures for the proposed project. The proposed use would generate a total of 325 PM Peak Hour trips, which includes trip reductions for pass- by trips. The applicant assumed that approximately 105,000 square feet of office could be developed on the subject

property, which would generate approximately 375 PM Peak Hour trips. Based on the existing approvals on the property, the applicant's proposal represents a 13% decrease in PM Peak Hour trips.

- Staff has reviewed the application and can generally support the applicant's request for master plan amendment and rezoning. The proposed development is compatible with the Northwinds Master Plan and would complement and serve office and business employees, as well as residents in the surrounding area. The development is proposed to be integrated with the City's Alpha Loop project, thereby promoting walkability and vehicular trip reduction. Also, the proposed mix of uses are permitted under the Comprehensive Land Use Plan designation of the property, which is designated 'Corporate Office'.
- The report submitted by the applicant states that letters were mailed to each property owner within 500' of the subject property stating the applicant's intent. The report states that no concerns were received. The applicant indicated that they spoke to Jackson Healthcare and Clear Springs Baptist Church, of which both were supportive of the proposed development.
- Applicant, Brandon Wheeless, came forward to present his request

Public Comment

- Jon Walker, 300 Teasley Place, Alpharetta, GA, came forward to speak on this item

❖ *Council Member Richard offered a motion to approve MP-18-05/Z-18-04 Lux Atlanta/Northwinds Master Plan subject to staff conditions with amendments to conditions 1 and 2, which shall read as follows:*

1. *The 1-acre property shall be zoned O-I and shall be incorporated into Pod A of the Northwinds Master Plan. The 4.75-acre site shall be developed substantially similar to the plan prepared by KSGW, dated 5/25/2018, including all mood board photographs, except for modifications required to comply with the conditions below and subject to meeting all City code requirements and conditions of zoning.*
2. *Development regulations shall be as follows:*
   a. *Athletic Facility – Maximum 40,000 square feet and building height of at least 2 stories and no more than 60'. Use square footage shall be deducted from the remaining Master Plan office entitlement.*
   b. *Office – Maximum 20,000 square feet and building height no greater than 4-stories or 60'. Use square footage shall be deducted from the remaining Northwinds Master Plan office entitlement.*
   c. *Restaurant – Maximum 12,800 square feet and minimum height of 2 stories or 20'. Use square footage shall be deducted from the remaining Northwinds Master Plan office/accessory retail entitlement. Restaurants shall not be drive-through, but shall include outdoor dining areas.*
   d. *Hotel – One luxury boutique, similar to The St. Regis, shall be permitted with a maximum 60 rooms and no greater than 4 stories or 65'. Hotel rooms shall be deducted from the remaining Master Plan hotel entitlement, which has an exchange rate of 800 SF of office per hotel room or 48,000 square feet of office for 60 hotel rooms. Hotel may not be an extended stay facility.*
   e. *Parking Decks – Structured parking shall be developed as depicted on the site plan prepared by KSGW, dated 5/25/2018. Parking deck along Northwinds Parkway shall have its top level on- grade with the adjacent surface parking lot and aligned with the finished elevation of Northwinds Parkway. Parking deck visible from Northwinds Parkway and/or Kimball Bridge Road shall be treated with comparable materials and finishes as the buildings they*

serve and/or shall be screened by over-sized landscaping (12" – 15" caliper trees). Suitability of parking deck elevation, visibility and landscape screening shall be approved by the DRB.

- *The motion received a second from Council Member Mitchell with the following amendments:*
  - *Condition 2(e) - add 'final approval by staff'.*
  - *Condition - 4 add 'final approval by staff'*

- *Amendment accepted by Council Member Richard*

- *Council Member Binder offered a substitute motion with all amendments by Council Member Richard included with original motion but strike addition of 'final approval by staff' on conditions 2(e) and 4 as amended by Mayor Pro Tem Mitchell*

- *The substitute motion received a second from Council Member Merkel*

- *Mayor Pro Tem Mitchell offered a friendly amendment to add 'final approval by staff' to conditions 2(e) and 4*

- *Amendment not accepted*

- *The motion failed for lack of a majority vote 3-3, Richard, Mitchell and Burnett opposed*

- *Returned to original motion including amendments by Council Member Richard and Mayor Pro Tem Mitchell*

- *Motion approved 6-0*

C. MP-18-04 North Point Mall/Office Use

- Senior Planner, Michael Woodman, came forward to present this item on behalf of staff

- This item was considered at the June 7, 2018 Planning Commission meeting. Staff recommended approval subject to conditions. No one spoke in favor of or in opposition to the request. After discussion, the Planning Commission recommended approval subject to the conditions below. Vote (5-0)

- Staff recommends approval of MP-18-04 North Point Mall/Office, subject to the following conditions:

1. North Point Mall Master Plan shall be limited to no more than 30,000 square feet of office use.
2. Floor plan shall be developed substantially in accordance with submitted preliminary plan dated 1/18/2018, except for modifications required to comply with the conditions below.
3. Office space shall predominately have clear glass along the common area of the Mall, as approved by Staff. Office space visible from the Mall shall have active uses such as reception area, waiting

area, common areas, conference rooms and/or co-working space, as approved by Staff.

4. Tables, chairs or other furniture shall be placed in the West Court (common area of the Mall) to activate the area, as approved by Staff.
5. Office space shall make reasonable efforts to include the use of green building materials, as well as energy- and water-efficient fixtures, as approved by Staff.
6. Bicycle racks shall be provided at the outside entrance, as approved by Staff.
7. Developer shall coordinate with MARTA and City Staff for the installation of a bus shelter at the MARTA bus stop in front of SunTrust Bank (6499 North Point Pkwy). Final bus shelter design and location to be approved by Staff with installation complete within 6 months of master plan amendment approval.
8. Outdoor seating area shall be provided at a location near the entrance between Von Maur and AMC Theatre.

- The applicant, North Point Mall, LLC, is requesting an amendment to the North Point Mall Master Plan to allow for the conversion of 27,000 square feet of in-line retail space to co-working office space. The North Point Mall Master Plan was approved for a regional shopping mall with only retail and restaurant uses permitted. The subject property is located at 1000 North Point Circle.
- The submitted request, if approved, would allow for the conversion of 27,000 square foot of existing in- line retail space and common space within the Mall to co-working office space. North Point Mall was approved for retail and restaurant uses only. The proposed renovation is interior to the Mall and would not alter the current footprint of the Mall. The subject property is located at 1000 North Point Circle.
- The property is zoned PSC (Planned Shopping Center), subject to the North Point Mall Master Plan. The North Point Mall Master Plan (MP-90-04) was approved on March 19, 1990 and allows a 1,392,132 square foot regional shopping mall on 100 acres. Surrounding properties are also zoned PSC, subject to the North Point Business Center Master Plan. Surrounding tenants in the Mall are AMC Theater, Von Maur, Dillard's and a variety of smaller retail tenants. The Comprehensive Land Use Plan designation of the property is 'Mixed Use', which allows the proposed office use with the existing retail and restaurant uses.
- The Mall is also located within the North Point Activity Center LCI, which was developed in 2008 with a 10-year major update adopted by Council in 2018. The LCI envisions the North Point area as a walkable, mixed-use environment with a focus on sustainability, greenspace and connectivity. The recent LCI update identifies a market potential of 300,000 – 375,000 square feet of office, over the next 5 years.
- The applicant's office tenant is SPACES. The proposed office space consists of both private offices and common area for collaborative working. Office amenities typically include communal office space, private offices, reception, concierge, mailing services, community networking and social events, storage, phone booths and barista-style coffee bar. SPACES has locations around the world, including one in Alpharetta at The Avalon Center (8000 Avalon Boulevard). There are also several locations in the Atlanta metro area, including The Battery, Perimeter, Colony Square and Midtown East. The applicant anticipates approximately 300 daily users of the proposed office space.
- The applicant's floor plan depicts the proposed office space on the upper and lower floors of the retail in- line space at the south end of the Mall, between Von Maur and AMC Theatre. All depicted renovations are interior to the mall and office users will use the existing entrance to the Mall between Von Maur and AMC Theatre to access the office space. A total of 25,304 square feet of office space is proposed, with 12,748 square feet proposed on the lower level and 12,556 square feet on the upper level. Of the proposed 25,304 square feet, 6,059 square feet is existing common area of the Mall, including a children's play area. According to the applicant, the children's play area will be moved to a new location within the Mall. The proposed office has

approximately 234′ of frontage on the upper level of the mall common space and approximately 206′ of frontage on the lower level.

- North Point Mall is parked at a rate of one (1) parking space per 198 square feet, which exceeds the UDC parking regulations for retail and office uses. Therefore, the applicant's proposal to convert retail space to office space within the Mall is supported by sufficient parking.
- The applicant submitted a trip generation report for the proposed change of use. the proposed office use would generate a total of 33 PM Peak Hour trips, or 17 PM Peak Hour trips when reduced for internal capture and pass-by trips. The Mall currently generates 3,770 PM Peak Hour trips, as compared to 3,731 PM Peak Hour trips when the proposed office space is introduced. Therefore, the applicant's proposal would represent a decrease of 39 PM Peak Hour trips generated from the site.
- The only MARTA bus stop with a shelter is the stop in front of Chick-fil-a, which has an average weekday boarding of 63 per day. The next highest number of boardings can be found at the MATRA bus stop in front of SunTrust Bank, which is the closest bus stop to North Point Mall. If approved, staff recommends that the applicant provide a bus shelter at the MARTA bus stop in front of SunTrust Bank. Additionally since the proposal is located within the North Point LCI, bicycles will become a more common mode of travel in the future. Therefore, it is recommended that bicycle racks be provided.
- Staff has reviewed the applicant's proposal and finds that it can generally support the request for master plan amendment. The applicant's proposed use would add to the mix of uses in the Mall while at the same time adding a built-in customer base to patronize the Mall's retail and restaurant establishments during the non-peak hours. The proposed conversion of retail to office space would not generate a significant change in demand on public facilities and services and the proposed use would produce fewer vehicular trips.
- Generally, there are six (6) performance areas associated with an EcoDistrict, including Community (Equity, Health and Cultural Vibrancy), Transportation, Energy, Water, Habitat and Materials. The applicant is encouraged to consider at a variety of strategies to implement the EcoDistrict concept, which may include community gardens, gathering areas, public art, MARTA bus shelter, Big Creek Greenway wayfinding signage, installation of pedestrian and bicycle infrastructure, energy-efficient building design and materials, renewable energy generation, LEED certification, alternative energy sources, water conservation, and recycling and composting programs.
- More importantly, the proposed office use is consistent with the Comprehensive Land Use Plan designation of the property, which is 'Mixed Use'. According to the applicant, the retail in-line space proposed for conversion to office space has been vacant for some time. If approved, staff recommends limiting the expansion of the proposed use, as well as conditions to enhance the shopper's experience inside the Mall and implement the EcoDistrict concept for North Point.
- The report submitted by the applicant states that property owners within 500′ were contacted regarding the applicant's intent. The report states that no comments were received.
- Woody Galloway game forward on behalf of the applicant

Public Comment

- Ruth Ann Tatum, 250 Pebble Trail, Alpharetta, GA came forward to speak on this item

❖ *Council Member Richard offered a motion to approve MP-18-04 North Point Mall/Office Use subject to staff conditions*

- *The motion received a second from Council Member Binder*
- *The motion was approved unanimously 6-0*

VII. WORKSHOP

A. Academy St/Webb Bridge Road Operational and Pedestrian/Bicycle Improvements (TSPLOST project)

- Director of Public Works, Pete Sewczwicz came forward to present the plan for improvements

B. Nutcracker Village

- Director of Recreation, Parks and Cultural Affairs, Morgan Rodgers, came forward to present the plan

VIII. PUBLIC COMMENT

- Ruth Phillips, 2240 Newport Landing, Alpharetta, GA came forward to request additional information on the Academy Street Improvements discussed in the workshop
- Kevin Johnson, 2612 Kentwood Lane, Alpharetta, GA, came forward to share his support for the Lux Atlanta project
- Ruth Ann Tatum, 250 Pebble Trail, Alpharetta, GA came forward to inquire about the A/V system in the Council Chambers

IX. REPORTS

- Council Member Binder announced his intention to introduce a Resolution that would increase the homestead exemption from $40,000 to $45,000 and remove income cap on senior exemption. This will come forward as a business item on July 16th.
- Council Member Burnett voiced his frustration over the reoccurring failure of equipment in the Council Chambers and will have the Department of Information Technology to find a solution.
- Mayor Gilvin formally re-appointed Michael Cross to serve as the Mayor's representative on the City's Pension Board.

X. ADJOURNMENT

- *Mayor Gilvin adjourned the meeting at 8:36 p.m.*

Respectfully submitted,

Coty Thigpen, City Clerk

City Council Public Hearing
JULY 16, 2018
Office of the City Clerk

ALPHARETTA CITY HALL
COUNCIL CHAMBERS
2 PARK PLAZA

*This summary is provided as a convenience and service to the public, media and staff. It is not the intent to record proceedings verbatim. Any reproduction of this summary must include this notice. Public comments are noted as heard by Council, but not quoted or paraphrased. This document includes limited presentation by Council and invited speakers in **summary** form. **This** is **not an official record** of the Alpharetta City Council Meeting proceedings. Official Minutes are recorded and available for review.*

I. CALL TO ORDER

- *Mayor Gilvin called the meeting to order at 11:30 a.m.*

II. ROLL CALL

- Council Members
  - Mayor Jim Gilvin
  - Mayor Pro Tem Donald F. Mitchell
  - Jason Binder
  - Ben Burnett
  - John Hipes
  - Dan Merkel
  - Karen Richard
- Staff
  - Bob Regus, City Administrator
  - Sam Thomas, City Attorney
  - Coty Thigpen, City Clerk
  - James Drinkard, Asst. City Administrator
  - Tom Harris, Director of Finance
  - Shawn Mitchell, Budget Manager

III. PLEDGE TO THE FLAG

IV. PUBLIC HEARING

A. Public Hearing on the Fiscal Year 2019 Millage Rate Levy

- Director of Finance Tom Harris came forward to present this item on behalf of staff
- Mr. Harris explained purpose of Public Hearing is to provide an opportunity for the public to offer feedback on the 2019 Millage rate

Public Comment

None

V. ADJOURNMENT

- *Mayor Gilvin adjourned the meeting at 11:32 a.m.*

Respectfully submitted,

Coty Thigpen, City Clerk

City Council Meeting & Public Hearing Meeting Minutes
JULY 16, 2018
Office of the City Clerk

ALPHARETTA CITY HALL
COUNCIL CHAMBERS
2 PARK PLAZA

This summary is provided as a convenience and service to the public, media and staff. It is not the intent to record proceedings verbatim. Any reproduction of this summary must include this notice. Public comments are noted as heard by Council, but not quoted or paraphrased. This document includes limited presentation by Council and invited speakers in ***summary*** *form.* ***This*** *is* ***not an official record*** *of the Alpharetta City Council Meeting proceedings. Official Minutes are recorded and available for review.*

I. CALL TO ORDER

- *Mayor Gilvin called the meeting to order at 6:30 p.m.*

II. ROLL CALL

- Council Members
  - Mayor Jim Gilvin
  - Mayor Pro Tem Donald F. Mitchell
  - Jason Binder
  - Ben Burnett
  - John Hipes
  - Dan Merkel
  - Karen Richard
- Staff
  - Bob Regus, City Administrator
  - Coty Thigpen, City Clerk
  - Sam Thomas, City Attorney
  - James Drinkard, Asst. City Administrator
  - Peter Sewczwicz, Director of Public Works
  - John Robison, Deputy Director of Public Safety
  - Morgan Rodgers, Director of Recreation and Parks
  - Kathi Cook, Director of Community Development
  - Tom Harris, Director of Finance
  - Shawn Mitchell, Budget Manager

III. PLEDGE TO THE FLAG

IV. PROCLAMATIONS AND PRESENTATIONS

A. Service Award - Capt. Terri Osborne (35 years)

V. PUBLIC HEARING

A. E-18-03 City Center Leasing Sign Exception
NOTE: This item has been Withdrawn by the Applicant and will be neither heard nor considered.

B. E-18-04 American Legion/Standard Informational Sign Exception
NOTE: This item has been deferred by the applicant and will be neither heard nor discussed during tonight's meeting. The item has been rescheduled to the July 23, 2018 City Council Agenda.

C. Public Hearing on the Fiscal Year 2019 Millage Rate Levy

- Director of Finance, Tom Harris, came forward to present this item on behalf of staff

Public Comment

- Gary Shubert 181 Westchester Way, Alpharetta, GA, came forward to speak on this item

VI. NEW BUSINESS

A. Ordinance: 1st Reading of Fiscal Year 2019 Millage Rate Levy

- Director of Finance, Tom Harris, introduced this item on behalf of staff
- City Attorney, Sam Thomas, read the Ordinance aloud constituting a 1st reading

Public Comment

None

❖ *Council Member Merkel offered a motion to approve the 2019 Millage Rate Levy Ordinance as read by City Attorney*

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

B. Ordinance - Referendum (Special) Election (1st reading)
AN ORDINANCE TO REGULATE AND PROVIDE FOR THE CALLING OF A REFERENDUM (SPECIAL) ELECTION TO BE HELD IN CONJUNCTION WITH THE STATE-WIDE GENERAL ELECTION ON NOVEMBER 6, 2018, TO DETERMINE WHETHER THE CITY OF ALPHARETTA MAY PERMIT THE SALE OF ALCOHOLIC BEVERAGES BY THE DRINK ON SUNDAYS BETWEEN 11:00 A.M. AND 12:30 P.M.; TO PROVIDE FOR AND RATIFY THE PUBLICATION AND NOTICE OF THE ELECTION; TO ESTABLISH A VOTER REGISTRATION CUT-OFF DATE; AND FOR OTHER PURPOSES

- City Attorney, Sam Thomas, introduced this item and read the Ordinance aloud

Public Comment

None

- *Council Member Merkel offered a motion to accept the Ordinance as read by the City Attorney as a 1st reading*

  - *The motion received a second from Council Member Hipes*

  - *The motion was approved unanimously 7-0*

C. Amendment to Alcohol Ordinance - Sunday Sales (1st reading)

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AMEND CHAPTER 4, ARTICLE II, SECTION 4-48 OF THE CODE OF THE CITY OF ALPHARETTA, GEORGIA, TO ALLOW SUNDAY SALES BY THE DRINK BETWEEN 11:00 A.M. AND 12:30 P.M. CONDITIONAL ON APPROVAL IN A REFERENDUM ELECTION; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

- City Attorney, Sam Thomas, read the Ordinance amendment aloud including an additional amendment that would restrict the sale from 11:00AM-12:30 PM to solely consumption on the premises that will be formally reflected in Ordinance by the 2nd reading

Public Comment

- Don Nahser 305 Karen Drive, Alpharetta, GA came forward to speak on this item

- *Council Member Merkel offered a motion to approve an amendment to the Alcohol Ordinance regarding Sunday sales as read by the City Attorney*

  - *The motion received a second from Council Member Hipes*

  - *Mayor Pro Tem Mitchell requested a friendly amendment that the Ordinance amendment clearly state that alcohol consumption from 11:00AM to 12:30PM is only allowed for consumption on premises and that open container does not begin until 12:30 pm on Sundays*
  - *Amendment accepted*

  - *Council Member Binder offered a motion to table for 2 weeks*

  - *The motion received a second from Council Member Burnett*

  - *The motion was approved unanimously 6-1; Merkel voting no*

D. Resolution - Homestead Exemption

A RESOLUTION REQUESTING CHARLES E. MARTIN, JR., REPRESENTATIVE OF THE 49TH DISTRICT, TO INTRODUCE IN THE REGULAR 2019 SESSION OF THE GENERAL ASSEMBLY OF GEORGIA AN ACT OR ACTS TO INCREASE THE HOMESTEAD EXEMPTION FROM CERTAIN CITY OF ALPHARETTA AD VALOREM TAXES FOR MUNICIPAL PURPOSES FROM $40,000.00 TO $45,000.00 AND TO REMOVE INCOME RESTRICTIONS FOR ADDITIONAL SENIOR HOMESTEAD EXEMPTION OF $10,000.00 TO RESIDENTS AGE 65 OR OLDER AS OF JANUARY 1, 2020

- City Attorney, Sam Thomas, explained the item and read the Resolution
- The Resolution is requesting that the General Assembly consider the Homestead changes during the regular 2019 Legislative Session. If approved, the question would come before the City of Alpharetta via a Special Election referendum on the November 2019 ballot.
- Director of Finance, Tom Harris, came forward to discuss the financial impact of this item

Public Comment

None

❖ *Council Member Binder offered a motion to approve the Resolution requesting Charles E. Martin, Jr. Representative of the 49th District, to introduce in the regular 2019 session of the General Assembly of Georgia an Act or Acts to increase the Homestead Exemption from certain City of Alpharetta Ad Valorem taxes for municipal purposes from $40,000 to $45,000 and to remove income restrictions for additional senior homestead exemption of $10,000.*

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

E. Ordinance - Calling for a Referendum (Special) Election (1st reading)

AN ORDINANCE TO REGULATE AND PROVIDE FOR THE CALLING OF A REFERENDUM (SPECIAL) ELECTION TO BE HELD IN CONJUNCTION WITH THE STATE-WIDE GENERAL ELECTION ON NOVEMBER 6, 2018, TO DETERMINE THE APPROVAL OR REJECTION OF A NEW LOCAL HOMESTEAD EXEMPTION FROM CITY OF ALPHARETTA AD VALOREM TAXES; TO PROVIDE FOR THE PUBLICATION AND NOTICE OF THE ELECTION; TO ESTABLISH A VOTER REGISTRATION CUT-OFF DATE; AND FOR OTHER PURPOSES

- Director of Finance, Tom Harris, came forward to present the item on behalf of staff
- City Attorney, Sam Thomas, read the Ordinance constituting a 1st reading

Public Comment

None

❖ *Council Member Merkel offered a motion to approve the Ordinance as read by the City Attorney for the Special Election and referendum for the floating homestead*

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

VII. WORKSHOP

A. GDOT Presentation: GA400 Express Lanes Project

NOTE: Due to an issue that will prevent key GDOT personnel from being available for tonight's meeting, this item has been removed from the agenda and will take place at a future City Council Meeting.

VIII. PUBLIC COMMENT

None

IX. REPORTS

Council Member Richard provided an update on some upcoming changes to the format of the City's monthly "Community Conversations". Beginning in October, the meetings will include optional presentations from applicants about their potential projects.

Council Member Hipes announced that Alpharetta has most recently been named the 'Most Educated City in the State of Georgia'

Council Member Merkel announced that the Rotary Club recently met at City Hall and donated $500 toward the effort to save the Log Cabin

X. ADJOURNMENT TO EXECUTIVE SESSION

- *Council Member Binder offered a motion to adjourn to Executive Session*
  - *The motion received a second from Council Member Merkel*
  - *The motion was approved unanimously 6-1; Burnett no*

Respectfully submitted,

Coty Thigpen

Coty Thigpen

City Clerk

CITY COUNCIL MEETING
STAFF REPORT

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

I. **AGENDA ITEM TITLE:** CU-18-04 EASYVET CLINIC/ANIMAL HOSPITAL

CITY COUNCIL: AUGUST 6, 2018

This item was heard at the July 12, 2018 Planning Commission meeting. Staff recommended approval of the item subject to 4 conditions. One person spoke with concerns to the request of: space to walk the dogs and adequate parking. After discussion, the Planning Commission recommended to approve the item subject to staff's recommended conditions. Vote (6-0)

II. **RECOMMENDATION:**

Approve CU-18-04 EasyVet Clinic/Animal Hospital, subject to the following conditions:

1. 'Animal Hospital, Small Animals' shall be added as a conditional use at 12850 Highway 9, Suite 2200 and limited to no more than 1,600 square feet.
2. Conditional use approval shall be limited to EasyVet Clinic; no additional 'Animal Hospital, Small Animals' businesses or subleasing shall be permitted within the approved space.
3. Hours of operation shall be limited to Mon – Tues, Thurs – Sat 10:00AM – 6:00PM.
4. Boarding of animals is limited to short-term care incidental to the hospital use.

III. **REPORT IN BRIEF:**

The applicant, EasyVet Clinic, is requesting a conditional use permit to allow an 'Animal Hospital, Small Animals' in a 1,600 square foot suite within an existing shopping center. The subject property is located at 12850 Highway 9, Suite 2200 in the Windward Commons (Kroger) shopping center.

DISCUSSION

The submitted request, if approved, will allow the applicant to operate a small animal hospital in a 1,600 square foot suite within an existing retail center. The applicant's business is EasyVet Clinic, which is a new concept for the delivery of small animal medicine and care by focusing on outpatient, preventative and wellness care. The subject property is located at 12850 Highway 9, Suite 2200 in the Windward Commons (Kroger) shopping center.

The property is zoned C-2 (General Commercial), which allows 'Animal Hospital, Small Animals' with approval of a conditional use permit. Surrounding properties are zoned C-1 (Neighborhood Commercial) and City of Milton to the north, City of Milton to the east and south, and C-1 to the west. Mambo Café, Cutter's Cigar & Spirits, Rite Aid and Lowes are located to the west and Wells Fargo Bank and Kroger Fuel Center are located to the south.

The Kroger shopping center is a 125,181 square foot retail strip center with Kroger as the anchor and in-line retail space for retail, restaurant and office uses. The applicant's business is proposed to be located within a 1,600 square foot suite facing Windward Parkway. The applicant's business is proposed in Suite 2200, which is located between Huntington Learning Center and PRO Martials Arts. Other businesses within the Windward Commons shopping center include Roasters, Leslie's Pool Supplies, GNC and Menchie's Frozen Yogurt, to name a few.

Unified Development Code (UDC) Section 1.4.2 defines 'Animal Hospital, Small Animals' as follows:

> "A place where dogs, cats, birds or other animals normally kept as household pets are given medical or surgical treatment and the boarding of animals is limited to short-term care incidental to the hospital use."

There are no other 'Animal Hospital, Small Animals' businesses in the Windward Commons shopping center. The nearest similar use is located at the northeast corner of Highway 9 and Vaughan Drive, approximately one (1) mile away from the subject property. There is, however, a pet grooming business in the Windward Commons shopping center called Dog Wash Café, which is located on the opposite end of the shopping center.

The applicant's business is a new approach to the delivery of small animal medicine and care. The concept includes a focus on outpatient, preventive and wellness care. The business will not provide anesthesia or surgery, radiology, boarding or kenneling, grooming or emergency care facilities. Hours of operation are Monday – Tuesday and Thursday – Saturday: 10:00 AM – 6:00 PM and Wednesday and Sunday: Closed. The applicant anticipates 2-6 employees, in addition to the veterinarian.

CONDITIONAL USE REVIEW CRITERIA

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

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

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

Response: Windward Commons shopping center was developed in compliance with site access development standards. The use should not have significant impacts on vehicular and pedestrian access.

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

Response: Windward Commons shopping center is in compliance with regard to refuse areas, loading and service areas, off-street parking, and buffers and screening.

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

Response: The proposed use would be compatible with the surrounding retail uses and other locations for this business, which are similarly situated in retail corridors.

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

Response: Not applicable.

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

Response: The proposed use would be compatible with the surrounding retail uses and other locations for this business, which are similarly situated in retail corridors.

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

Response: The proposed use would be compatible with the surrounding retail uses and other locations for this business, which are similarly situated in retail corridors.

CONCURRENCES

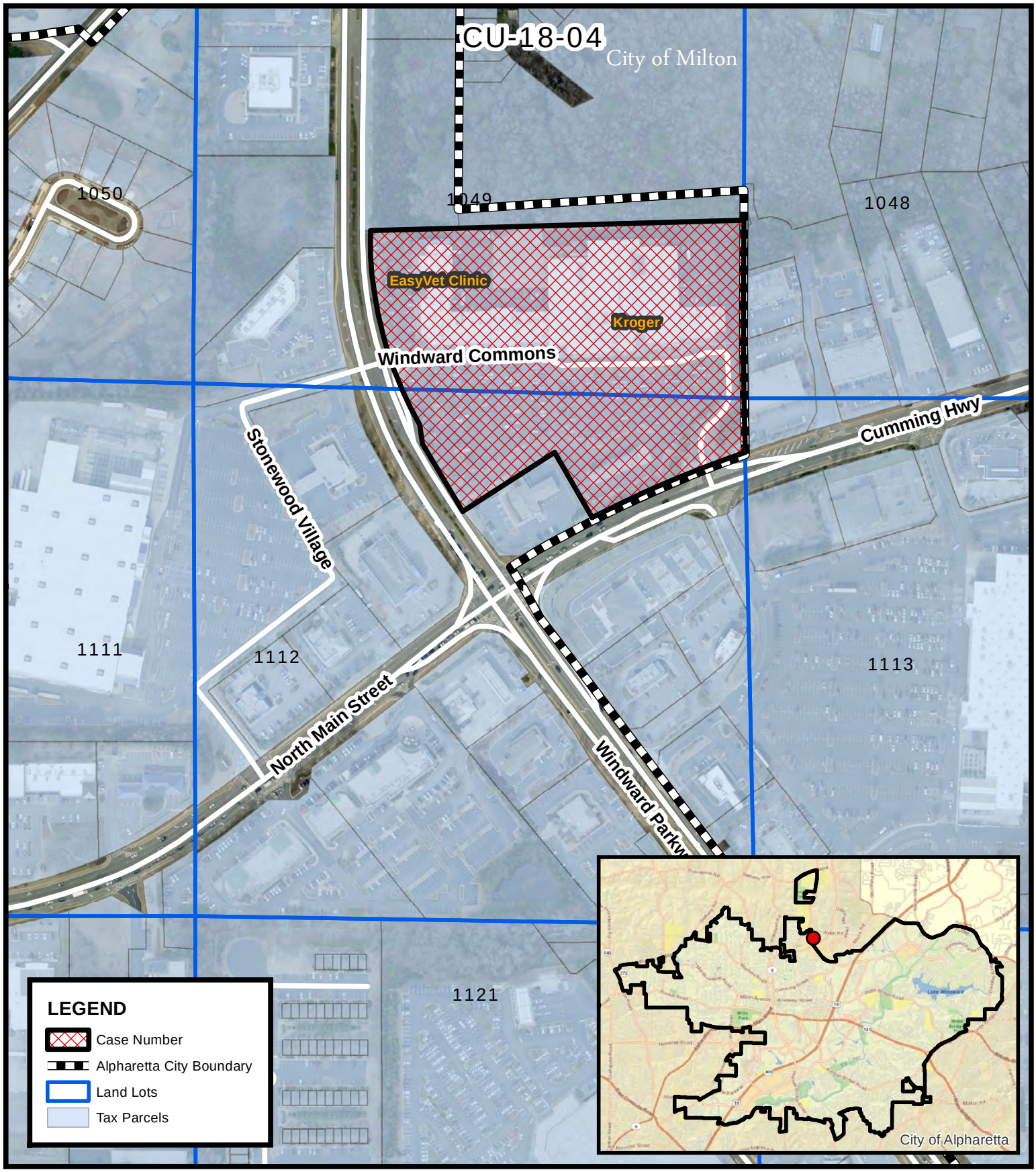
City Staff has reviewed the applicant's proposal and finds that it can generally support the request for conditional use. The request is not in conflict with the established standards. The proposed use would be compatible with the surrounding retail uses and other locations for this business, which are similarly situated in retail corridors. However, it is recommended that conditions be established as part of this application that regulate and limit any expansion of the business.

CITIZEN PARTICIPATION PLAN

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

IV. ATTACHMENTS:

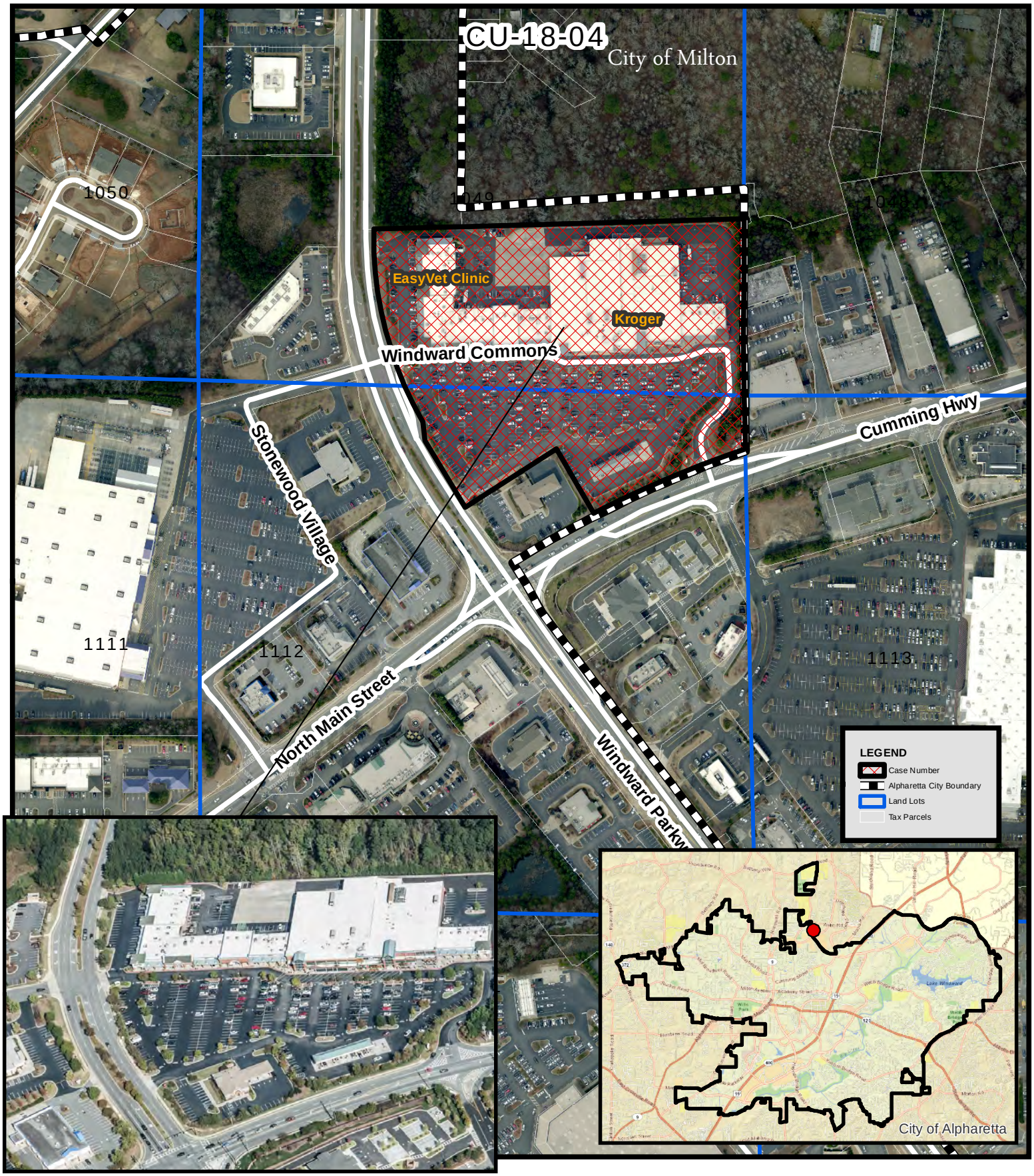
- Site Plan/Floor Plan



Location Map
EasyVet Clinic
12850 Highway 9 Suite 2200

CU-18-04
D/LL: 2/2/1049, 1112
PC: 7/12/18
CC: 8/06/18

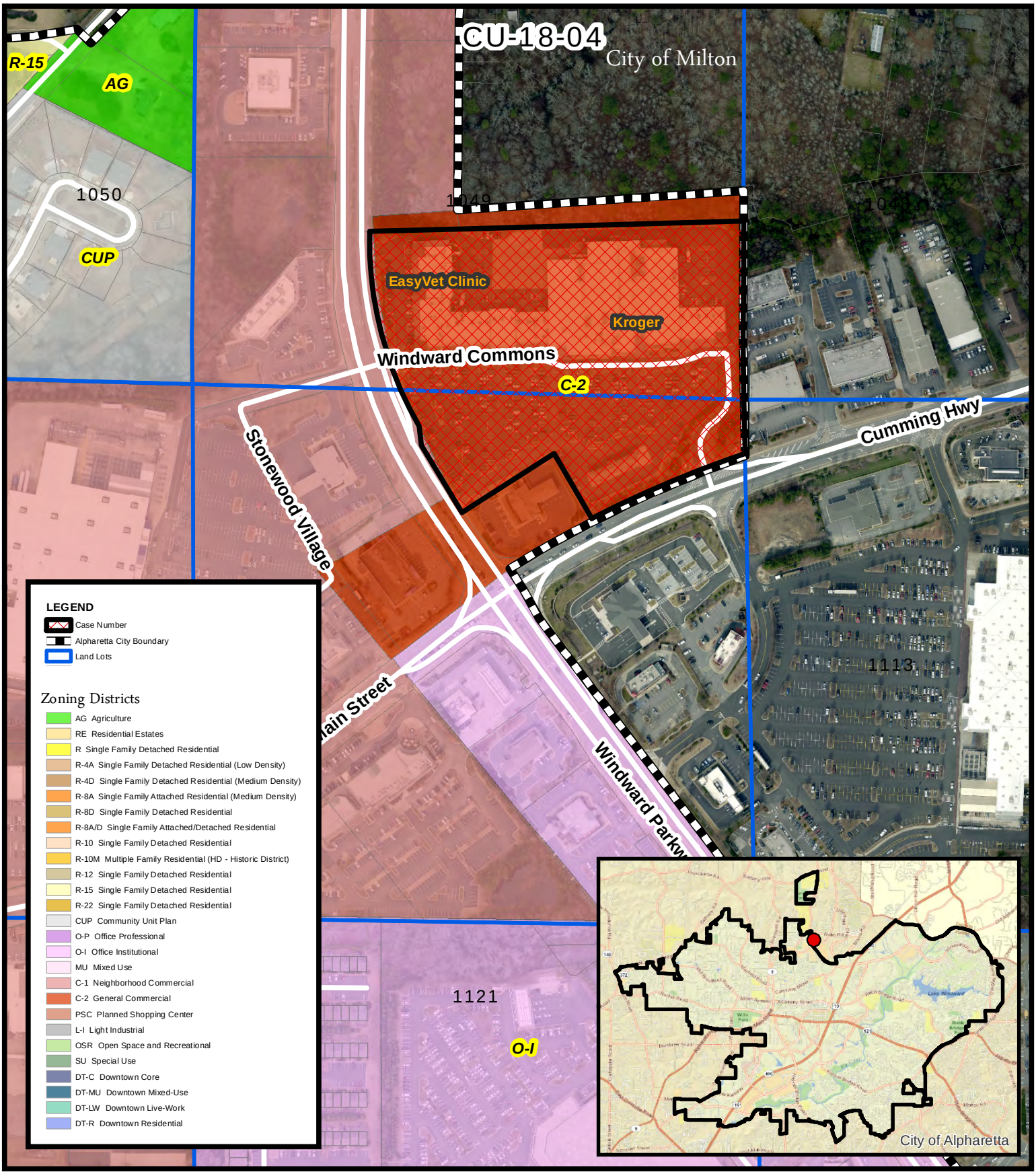
Location Map Provided by:
Community Development - GIS



Aerial Map
EasyVet Clinic
12850 Highway 9 Suite 2200

CU-18-04
D/LL: 2/2/1049, 1112
PC: 7/12/18
CC: 8/06/18

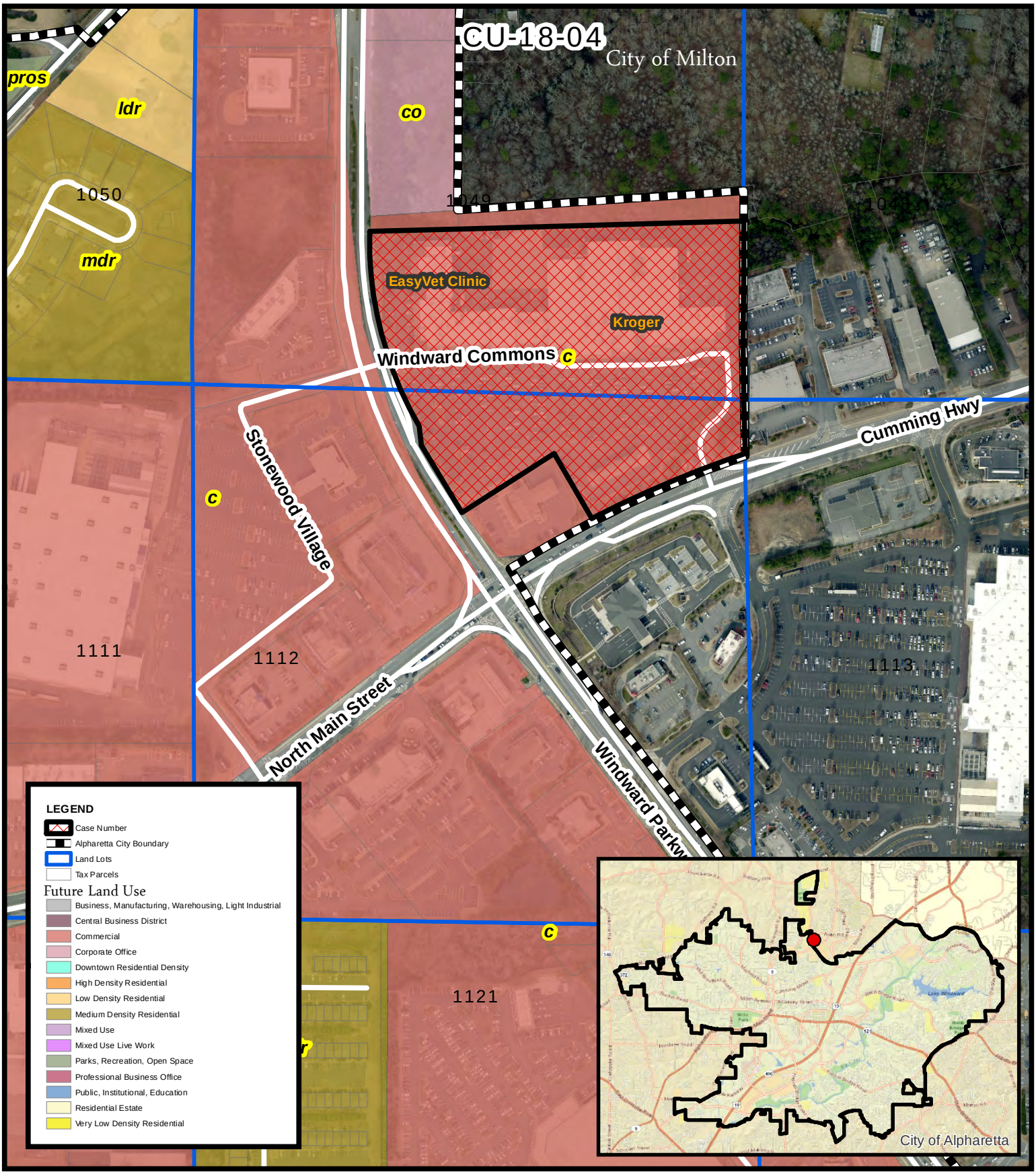
Location Map Provided by:
Community Development - GIS



Zoning Map
EasyVet Clinic
12850 Highway 9 Suite 2200

CU-18-04
D/LL: 2/2/1049, 1112
PC: 7/12/18
CC: 8/06/18

Location Map Provided by:
Community Development - GIS



Future Land Use
EasyVet Clinic
12850 Highway 9 Suite 2200

CU-18-04
D/LL: 2/2/1049, 1112
PC: 7/12/18
CC: 8/06/18

Location Map Provided by:
Community Development - GIS

CITY OF ALPHARETTA

4/27/18

CU-18-04
EASYVET CLINIC

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY
Case #: _____
☐ Fee Paid Initial: _____

COMMUNITY DEVELOPMENT DEPARTMENT • 2 PARK PLAZA • ALPHARETTA, GA 30009

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

Contact Information:

Contact Name: CHRISTIAN CUMBERBATCH Telephone: 678 543 2935

Address: 137 MANOR NORTH DRIVE Suite:

City ALPHARETTA State: GA Zip: 30004 Fax:

Mobile Tel: 678 543 2935 Email: CCUMBERBATCH@GMAIL.COM

Subject Property Information:

Address: 12850 Alpharetta Highway, ALpharetta, GA 30004 Current Zoning: C-2

District: 2 Section: 2 Land Lot: 1112, 1049 Parcel ID: 22 5120111 20357

Proposed Zoning: CUP Current Use: STRIP SHOPPING CENTER

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

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

APPLICANT REQUEST AND INTENT

CU18-04

4/27/18 EASYVET CLINIC

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

The subject property at 12850 HWY 9, suite 2200, Alpharetta , GA 30004, comprises a 1600 sq ft in-line retail unit in the Windward Commons shopping plaza.

The proposed use is for the establishment of Georgia's first EasyVet Clinic franchise. EasyVet Clinic is a new and unique approach to the delivery of small animal medicine and care. The concept utilizes a clean, convenient, affordable and friendly environment and is distinguished from traditional veterinary clinics by focusing on outpatient, preventative and wellness care, while eliminating costly surgery, radiology, boarding and grooming facilities.

Applicant's Request (Please itemize the proposal):

The request is for the approval of a Conditional Use Permit at 12850 HWY 9, suite 2200, Alpharetta, GA 30004, to facilitate the implementation of an outpatient small animal clinic, EasyVet Clinic.

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

EasyVet Clinic will provide at the subject location general outpatient and wellness veterinary care including wellness exams, vaccines, and preventative care.

EasyVet Clinic will be open on a daily basis as follows : Mon, Tue, Thur, Fri, Sat - 10am - 6pm
Wed, Sun - closed

Easyvet Clinic will employ 2-6 employees in addition to Dr Christian Cumberbatch, with a mixture of both part -time and full time positions.

Due to EasyVet Clinic's focus on wellness care on an outpatient basis, more of which can be found on our website, EASYVET.COM, at this location there will be :

NO boarding or kenneling, hence no issues with noise or biological waste.
NO daycare or grooming, hence no issues with specialized plumbing traps.
NO anesthesia or surgery facilities, hence no need for specialized waste gas evacuation systems.
NO radiology services, hence no need for lead lined walls, and reduced risk to staff and clients.
NO after hours emergency care, thus contributing to the quiet enjoyment of the surroundings during overnight periods.

PROPERTY OWNER AUTHORIZATION

CU-18-04
4/27/18
EASYVET CLINIC

Property Owner Information:

Contact Name: IVT Windward Commons Alpharetta, LLC Telephone: (630) 570-0700

Address: 3025 Highland Parkway Suite: 350

City Downers Grove State: IL Zip: 60515

Authorization:

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

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

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

Identify Authorized Applicant:

Name of Authorized Applicant: CHRISTIAN CUMBERBATCH Telephone: 678 543 2935

Address: 137 MANOR NORTH DRIVE Suite:

City ALPHARETTA State: GA Zip: 30004

So Sworn and Attested: IVT Windward Commons Alpharetta, LLC, a Delaware limited liability company
By: IVT OP Limited Partnership, a Delaware limited partnership, its Sole Member
By: IVT OP GP, LLC, a Delaware limited liability company, its general partner
By: InvenTrust Properties Corp., a Maryland corporation, its sole member

Owner Signature: Christy L. David Date: 4/24/18

Christy L. David, Senior Vice President & General Counsel

Notary:

Notary Signature: Amy L Martinez Date: 4/24/18

AMY L MARTINEZ
Official Seal
Notary Public - State of Illinois
My Commission Expires Apr 5, 2022

DISCLOSURE FORM

CU-18-04

4/27/18 EASYVET CLINIC

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

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

Name of Applicant or Opponent: CHRISTIAN CUMBERBATCH

Subject Public Hearing Case: EasyVet Clinic, 12850 Hwy 9, STE 2200, Alpharetta, GA 30004

Campaign Contribution Information:

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

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

Name of Official: N/A Position: N/A

Description of Contribution: Value:

Description of Contribution: Value:

Description of Contribution: Value:

Description of Contribution: Value:

Description of Contribution: Value:

Campaign Contribution Information:

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

Signature: Date: 13 April 2018

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

CU-18-04

4/27/18 EASYVET CLINIC

How will this proposal be compatible with surrounding properties?

As the clinic utilizes an outpatient business model, area and equipment requirements are kept to a minimum hence no exterior construction is required. As can be viewed in the attached photos, the clinic allows for an open concept floor plan, providing for a modern yet comfortable feel, completely in character with Alpharetta and environs.

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

The presense of EasyVet Clinic enhances the value of surrounding properties as it not only offers tremendous synergy with the existing "Dog Spa" within the plaza, but also the other various pet salons and pet supply stores on Windward Parkway and Hwy 9. Families will now have access to quality, walk-in veterinary care while patronizing these local businesses.

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

Current zoning lists the property at 12850 Hwy 9, Ste 2200, Alpharetta, GA, as C-1. EasyVet Clinic's outpatient business model allows the location to be easily and quickly developed within current zoning regulations. Although characterized as a small animal clinic, there will be no kenneling, boarding, grooming, surgery or radiology services offered at the site. However, a Conditional Use Permit is required for all veterinary clinics not located within L-1 zoned areas.

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

Approval of the proposal would not cause any direct population or traffic increases.

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

As an outpatient small animal clinic, the impact to local utilities would be minimal and in line with other similarly sized professional offices. The only impact to schools would be the potential to enhance the educational experience for local students interested in Veterinary Medicine through volunteer and internship opportunities.

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

By situating EasyVet Clinic in a pre-existing retail loaction, the clinic will, in accordance with the Alpharetta Comprehensive Plan, "preserve and enhance established shopping and business destinations at a major crossroads intersection" while its unique service offering will "create new shopping and business opportunities that support the surrounding neighborhoods".

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

NONE

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

CITIZEN PARTICIPATION FORM - PART A

CU-18-04

4/27/18 EASYVET CLINIC

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

Public Hearing or Project Name: EasyVet Clinic

Contact Name: CHRISTIAN CUMBERBATCH Telephone: 678 543 2935

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

SEE ATTACHED LIST

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

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

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

Letters will contain EasyVet Clinic's head office's address and phone number, as well as an email address and phone number for Dr Christian Cumberbatch

CU-18-04

4/27/18

EASYVET CLINIC

RUCKER RALPH & SARAH
1780 BIRMINGHAM RD
ALPHARETTA GA 30004

GENOA DEERFIELD LLC
3330 CUMBERLAND BLVD SUITE 250
ATLANTA GA 30339

KHAN HASAN NEWAZ & FARHANA SHARITA
2703 AUGERON CT
ALPHARETTA GA 30004

ROYAL BRIGHT SERVICES INC
19711 RIDGEWOOD PL
YORBA LINDA CA 92886

DEERFIELD SQUARE ASSOC LLC
1545 PEACHTREE ST # 250
ATLANTA GA 30309

DONIPARTHI HEMA N & NALLNIKRISHNA K
1200 S BENTLEY CREEK DR
ALPHARETTA GA 30004

FIROOZI PEGAH
10695 BRIDGEMOR DR
ALPHARETTA GA 30022

SHUBERT & BOOTH WINDWARD 3 LLC
234 W 44TH ST
NEW YORK NY 10036

D R HORTON INC
8200 ROBERTS DR SUITE 100
SANDY SPRINGS GA 30350

ANDY & MARCI FRIED REALTY LLC
6105 BLUE STONE RD #211
SANDY SPRINGS GA 30328-5905

HAMILTON CHASE ALPHARETTA LLC
828 BALLARD CANYON RD
SOLVANG CA 93463

JW HOMES LLC
4125 ATLANTA RD
SMYRNA GA 30081

STATON LLC
12910 HIGHWAY 9 NE
ALPHARETTA GA 30004-3609

NAVY FEDERAL CREDIT UNION
P.O. BOX 24526
MERRIFIELD VA 22119-4626

TCF CHARITABLE REAL ESTATE
50 HURT PLZ SUITE 449
ATLANTA GA 30303

HASHEMI FARIZAZ
2875 WEBB RD
ALPHARETTA GA 30004

SCOTT H LEE TR
P.O. BOX 8050 MS-0555
BENTONVILLE AR 72712-8050

FULTON GREENS LTD PTNRSHIP
6892 S YOSEMITE CT STE 2-105
CENTENNIAL CO 80112-1464

D2D WINDWARD WAY LLC
11770 HAYNES BRIDGE RD SUITE 205 2
62
ALPHARETTA GA 30009

WINDWARD PROMENADE L L C
210 INTERSTATE NORTH PKWY SE STE 50
ATLANTA GA 30339-2231

K L WALL LLC
6090 LIVELY CT
CUMMING GA 30040-6264

FRG LLC
27904 HWY 281 N #106
SAN ANTONIO TX 78260

PMB WINDWARD LLC
2000 RIVEREDGE PKWY STE 940
ATLANTA GA 30328

MOORE SAMUEL V & CHARLOTTE
2885 WEBB RD
ALPHARETTA GA 30004

D2D WINDWARD WAY L L C
11770 HAYNES BRIDGE RD SUITE 205 2
62
ALPHARETTA GA 30009

FIDELITY BANK
3490 PIEDMONT RD NE STE 1550
ATLANTA GA 30305

HALLMARK INVESTMENTS WINWARD LLC
4875 WINDWARD PKWY
ALPHARETTA GA 30004

TRIPLE R DEVELOPMENT GROUP LLC
1111 HORSESHOE DR
GREENSBORO GA 30642-4842

COGBURN WALK HOMEOWNERS ASSOCIATIO
N INC
8800 ROSWELL RD BLDG/STE B100
SANDY SPRINGS GA 30350

WINDWARD PROFESSIONAL PAVILLION LLC
4895 WINDWARD PKY STE 200
ALPHARETTA GA 30004

MULLINAX DONA JEAN
12975 COGBURN RD
ALPHARETTA GA 30004 4/27/18

CU-18-04
EASYVET CLINIC

D2D WINDWARD WAY LLC
11770 HAYNES BRIDGE RD SUITE 205 2
62
ALPHARETTA GA 30009

LOWES HOME CENTERS INC
1000 LOWE'S BLVD
MOORESVILLE NC 28117

WINDWARD DV LLC
131 ROSWELL ST # B201
ALPHARETTA GA 30009

FULTON GREENS LTD PARTNERSHIP LLC
6892 S YOSEMITE CT STE 2-105
CENTENNIAL CO 80112-1464

FIRST UNION NATIONAL BANK
P.O. BOX 2609
CARLSBAD CA 92018-2609

WINDWARD COMMONS INC
500 N DEARBORN ST STE 400
CHICAGO IL 60654-3386

ARC CAFEUSA001 LLC
2325 E CAMELBACK RD STE 1100
PHOENIX AZ 85016

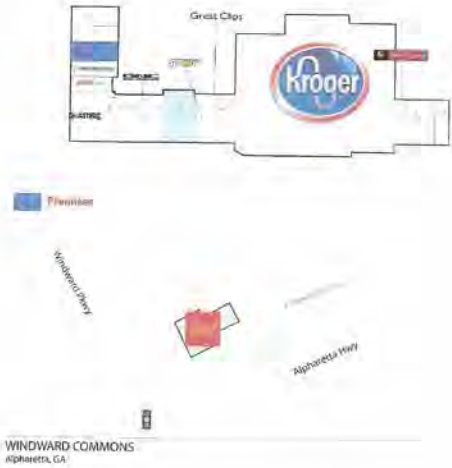
KMD ALPHARETTA LLC
2424 N FEDERAL HWY # 454
BOCA RATON FL 33431-7746

PROVIDENCE BANK
4955 WINDWARD PKWY
ALPHARETTA GA 30004

EXHIBIT A

SITE PLAN OF SHOPPING CENTER
AND DEPICTION OF LOCATION OF PREMISES

This Site Plan is presented solely for the purpose of identifying the approximate location and size of the Premises. The size or configuration of the Shopping Center, building sizes, site dimensions, access and parking areas, existing tenant locations, uses and identities are subject to change at Landlord's discretion, except as otherwise expressly restricted in the text of this Lease.



ITEMS CORRESPONDING TO SCHEDULE B-II

FIRST AMERICAN TITLE INSURANCE COMPANY
COMMITMENT NUMBER: NCS-801242-CHI2
EFFECTIVE DATE: JUNE 13, 2016

12. Terms and provisions of that certain unrecorded lease as evidenced by Subordination, Non-Disturbance and Attommment Agreement by and among The Kroger Co., an Ohio corporation, Windward Commons Inc., a Delaware corporation and Allstate Life Insurance Company, dated October 23, 2001, filed for record December 12, 2001, and recorded in Deed Book 31442, Page 49, Fulton County, Georgia records.
NOT SURVEY RELATED, NOTHING TO PLOT

13. Terms and provisions of that certain unrecorded lease as evidenced by Subordination, Non-Disturbance and Attommment Agreement by and among The Kroger Co., an Ohio corporation, Windward Commons, Inc., a Delaware corporation and Allstate Life Insurance Company, dated October 23, 2001, filed for record January 25, 2002, and recorded in Deed Book 31728, Page 162, aforesaid records.
NOT SURVEY RELATED, NOTHING TO PLOT

14. Easement from Mrs. O. M. Fuller, As executrix of the Will of Robert Anderson Lee Bowen, Deceased recorded in Fulton County Couty of Ordinary to Sawnee Electric Membership Corporation, a corporation dated September 15, 1966, filed for record October 10, 1966, and recorded in Deed Book 4651, Page 353, aforesaid records.
NOT ON SUBJECT PROPERTY

15. Permit to Cut or Trim Trees from Fulton Greens Limited Partnership to Georgia Power Company, dated June 10, 1996, filed for record November 12, 1996, and recorded in Deed Book 21762, Page 22, aforesaid records.
NOT ON SUBJECT PROPERTY

16. Terms and provisions of that certain Declaration of Restrictive Covenants, by Fulton Greens Limited Partnership, a Georgia limited partnership dated July 1, 1998, filed for record July 13, 1998, and recorded in Deed Book 24781, Page 1, aforesaid records; as amended by that certain Amendment to Declaration of Restrictive Covenants by Fulton Greens Limited Partnership, a Georgia limited partnership and consented to by The Kroger Co., an Ohio corporation, dated May 12, 1999, filed for record May 28, 1999, and recorded in Deed Book 26760, Page 181, aforesaid records.
NOTHING TO PLOT

17 17. Terms and provisions of that certain Sanitary Sewer Easement Agreement, by and among Pioneer Real Estate Development, Inc., a Georgia corporation, Martha James Stone, an individual, Fulton Greens Limited Partnership, a Georgia limited partnership and Faison-Fulton Greens, LLC, a Georgia limited liability company, dated August 18, 1998, filed for record August 31, 1998, and recorded in Deed Book 25173, Page 258, aforesaid records; as amended by that certain Amendment to Sanitary Sewer Easement Agreement dated February 25, 1999, filed for record February 26, 1999, and recorded in Deed Book 26187, Page 186, aforesaid records; and as amended by that certain Second Amendment to Sanitary Sewer Easement Agreement dated May 12, 1999, filed for record June 25, 1999, and recorded in Deed Book 26933, Page 305, aforesaid records.
AS SHOWN

18. Terms and provisions of that certain Drainage Easement Agreement, by and between Fulton Greens Limited Partnership, a Georgia limited partnership and G & H Windward, LLC, a Georgia limited liability company, dated February 25, 1999, filed for record February 26, 1999, and recorded in Deed Book 26187, Page 220, aforesaid records.
NOT ON SUBJECT PROPERTY (PARCEL 4, SEE SHEET 3)

19. Sewer Easement from Faison-Fulton Greens LLC to Fulton County, a Political Subdivision of the State of Georgia, dated September 16, 1998, filed for record May 25, 1999, and recorded in Deed Book 26732, Page 25, aforesaid records.
NOT ON SUBJECT PROPERTY (PARCEL 3, PIONEER & STONE TRACTS, SEE SHEET 3)

20. Easement from Faison-Fulton Greens LLC to Sawnee Electric Membership Corporation dated January 14, 1999, filed for record April 26, 1999, and recorded in Deed Book 26823, Page 49, aforesaid records.
NOTHING TO PLOT, NO DESCRIPTION OF LOCATION IN DOCUMENT

21. Terms and provisions of that certain Reciprocal Easement Agreement, by and between Faison-Fulton Greens, LLC, a Georgia limited liability company and Fulton Greens Limited Partnership, a Georgia limited partnership, dated May 12, 1999, filed for record June 25, 1999, and recorded in Deed Book 26933, Page 275, aforesaid records.
IT IS A BLANKET EASEMENT (PARCEL 5, SEE SHEET 3)

22 22. Terms and provisions of that certain Drainage Easement Agreement, by and between Fulton Greens Limited Partnership, a Georgia limited partnership and Faison-Fulton Greens, LLC, a Georgia limited liability company, dated May 12, 1999, filed for record June 25, 1999, and recorded in Deed Book 26933, Page 286, aforesaid records.
AS SHOWN

23 23. Easement from Faison-Fulton Greens, LLC to BellSouth Telecommunications, Inc., a Georgia corporation, dated June 17, 1999, filed for record June 25, 1999, and recorded in Deed Book 27196, Page 305, aforesaid records.
AS SHOWN

24. Easement from Faison-Fulton Greens, LLC to Georgia Power Company dated December 21, 1998, filed for record July 13, 1999, and recorded in Deed Book 27281, Page 221, aforesaid records.
IT IS A BLANKET EASEMENT

25. Assignment of unrecorded tenant lease from Faison-Fulton Greens, LLC, a Georgia limited liability company to Windward Commons, Inc., a Delaware corporation, dated December 2, 1999, filed for record January 4, 2000, and recorded in Deed Book 28327, Page 131, aforesaid records.
NOT SURVEY RELATED, NOTHING TO PLOT

26. Easements as conveyed in Right-of-Way Deed from R. L. Bowen to State Highway Board of Georgia dated May 12, 1932, filed for record May 19, 1932 and recorded in Deed Book 1418, Page 403, aforesaid records. (only affects appurtenant easement)
THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT

27. Conveyance of access rights as contained in that certain Right of Way Deed from William B. Orkin to Department of Transportation, State of Georgia, dated September 29, 1986, filed for record September 30, 1986, and recorded in Deed Book 10350, Page 63, aforesaid records. (only affects appurtenant easement)
IT LIMITS ACCESS TO AN OTHERWISE ABUTTING RIGHT OF WAY FOR SUBJECT PROPERTY AND APPURTENANT EASEMENTS ALONG STATE HWY. 9

28. Conveyance of access rights as contained in that certain Right of Way Deed from William B. Orkin to Department of Transportation, State of Georgia, dated September 29, 1986, filed for record September 30, 1986, and recorded in Deed Book 10350, Page 64, aforesaid records. (only affects appurtenant easement)
IT IS NOT ON OR ADJACENT TO APPURTENANT EASEMENTS

29. Easements as contained in that certain Warranty Deed from Oxford Green, Ltd., a Limited Partnership organized and existing under and by virtue of the laws of the State of Georgia to First Union National Bank of Georgia, a National Banking Association of the State of Georgia, County of Fulton, dated July 15, 1987, filed for record July 21, 1987, and recorded in Deed Book 10949, Page 63, aforesaid records. (only affects appurtenant easement)
IT IS NOT ON OR ADJACENT TO APPURTENANT EASEMENTS

30. Right of Way Easement from Oxford Green, Ltd. to Southern Bell Telephone and Telegraph Company, dated April 6, 1988, filed for record April 26, 1988, and recorded in Deed Book 11486, Page 317, aforesaid records. (only affects appurtenant easement)
IT IS NOT ON OR ADJACENT TO APPURTENANT EASEMENTS

31. Terms and provisions of that certain Declaration of Covenants, Conditions, and Restrictions for Oxford Green, by Oxford Green, Ltd., a Georgia Limited Partnership in which Chatham Investment Company serves as its sole general partner dated October 24, 1988, filed for record October 25, 1988, and recorded in Deed Book 11992, Page 267, aforesaid records; as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Oxford Green by Pioneer Real Estate Development, Inc., a Georgia corporation, as successor in interest to Oxford Green, Ltd., dated December 13, 1996, filed for record December 16, 1996, and recorded in Deed Book 21902, Page 229, aforesaid records; as amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Oxford Green dated July 3, 2000, filed for record August 24, 2000, and recorded in Deed Book 29411, Page 651, aforesaid records; and as amended by that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for Oxford Green dated November 22, 2004, filed for record November 29, 2004, and recorded in Deed Book 38903, Page 481, aforesaid records. (only affects appurtenant easement)
IT IS A BLANKET EASEMENT THAT INCLUDES AREA OF PARCEL 3 (PIONEER EASEMENT AREA, SEE SHEET 3)

32. Terms and provisions of that certain Ingress-Egress Easement Agreement, by and between Martha J. Stone a/k/a Martha Stone, individually, and Martha James Stone a/k/a Martha J. Stone a/k/a Martha Stone, as Trustee of the Trust under the Last Will and Testament of Steven Robert James a/k/a S. R. James (Probated in the Probate Court of Forsyth County, Georgia) in behalf and benefit of Mary Christine James and Cynthia C. Hodge, as Trustee for Cynthia C. Hodge Trust (as to an undivided 25% interest), G. Parker Johnson (as to an undivided 25% interest), Michael J. Franco (as to an undivided 25% interest), William C. Rawson, Sr. (as to and undivided 12.5% interest), and William C. Rawson, Jr. (as to an undivided 12.5% interest), dated November 10, 1997, filed for record December 23, 1997, and recorded in Deed Book 23728, Page 8, aforesaid records. (only affects appurtenant easement)
IT IS NOT ON THE APPURTENANT EASEMENT

33. Terms and provisions of that certain Ingress-Egress Easement Agreement, by and between Pioneer Real Estate Development, Inc., a Georgia corporation and Cynthia C. Hodge, as Trustee for Cynthia C. Hodge Trust (as to an undivided 25% interest), G. Parker Johnson (as to an undivided 25% interest), Michael J. Franco (as to an undivided 25% interest), William C. Rawson, Sr. (as to and undivided 12.5% interest), and William C. Rawson, Jr. (as to an undivided 12.5% interest) and Martha J. Stone a/k/a Martha Stone, individually, and Martha James Stone a/k/a Martha J. Stone a/k/a Martha Stone, as Trustee of the Trust under the Last Will and Testament of Steven Robert James a/k/a S. R. James (Probated in the Probate Court of Forsyth County, Georgia) in behalf and benefit of Mary Christine James, dated November 10, 1997, filed for record December 23, 1997, and recorded in Deed Book 23728, Page 19, aforesaid records. (only affects appurtenant easement)
IT IS NOT ON THE APPURTENANT EASEMENT

34. Easement from Pioneer Real Estate Development, Inc. to Georgia Power Company dated June 1, 1998, filed for record June 30, 1998, and recorded in Deed Book 24847, Page 3, aforesaid records. (only affects appurtenant easement)
IT IS NOT ON THE APPURTENANT EASEMENT

ZONING INFORMATION

SITE CURRENTLY ZONED C-2 (GENERAL COMMERCIAL)

FRONT SETBACK - NO SPECIFIC REQUIREMENT NOTED ON PROVIDED SITE PLAN
SIDE SETBACK - NO SPECIFIC REQUIREMENT NOTED ON PROVIDED SITE PLAN
REAR SETBACK - 10 FEET
MAXIMUM HEIGHT - 40 FEET
MINIMUM LOT AREA - NONE
MINIMUM LOT WIDTH - NONE
MINIMUM LOT DEPTH - NO REQUIREMENT NOTED
MAXIMUM LOT COVERAGE - 70%
MAXIMUM FLOOR AREA RATIO - NO REQUIREMENT NOTED
PARKING SPACES REQUIRED - 480 SPACES REQUIRED

ZONING DATA TAKEN FROM ZONING REPORT FOR PROJECT NUMBER: 7201600852; REPORT DATE: JULY 19, 2016; FOR WINDWARD COMMONS PROJECT, 12850 HIGHWAY 9, ALPHARETTA, GA.; PREPARED FOR: INVEN TRUST PROPERTIES CORP.; PREPARED BY BOCK AND CLARK ZONING RESOURCE COMPANY.

NO REPRESENTATION IS MADE FOR THE ACCURACY OR COMPLETENESS OF SAID THIRD PARTY INFORMATION. THIS FIRM IS NOT AN EXPERT IN THE INTERPRETATION OF COMPLEX ZONING ORDINANCES; COMPLIANCE IS BEYOND THE SCOPE OF THIS SURVEY. ANY USER OF SAID INFORMATION IS URGED TO CONTACT THE LOCAL AGENCY DIRECTLY.

RECORD DESCRIPTION

Parcel 1
All that tract or parcel of land lying and being in Land Lots 1112 and 1049, 2nd District, 2nd Section, Fulton County, Georgia, and being more particularly described as follows:

Beginning at a right-of-way monument found at the intersection of the northwesterly right-of-way of State Route 9 (80-foot right-of-way) and the Land Lot Line common to Land Lots 1112 and 1113, aforesaid district and county; thence leaving said Land Lot Line and along the northwesterly right-of-way of State Route 9, run along the arc of a curve to the left, said arc having a radius of 2,904.90 feet and a distance of 400.07 feet (being subtended by a chord bearing South 65 degrees 26 minutes 39 seconds West, 399.76 feet) to a point; thence leaving said right-of-way, run North 29 degrees 02 minutes 31 seconds West, 189.00 feet to a point; thence South 60 degrees 24 minutes 13 seconds West, 242.89 feet to a point on the easterly line of Proposed Windward Parkway Extension; thence along the easterly line of said Proposed Extension, run the following three (3) courses and distances: North 34 degrees 05 minutes 15 seconds West, 56.15 feet to a point; along the arc of a curve to the right, having a radius of 1100.00 feet and a distance of 487.62 feet (being subtended by a chord bearing North 21 degrees 23 minutes 18 seconds West, 483.64 feet) to a point; along the arc of a curve to the right, said arc having a radius of 1100.00 feet and a distance of 161.90 feet (being subtended by a chord bearing North 04 degrees 28 minutes 21 seconds West, 161.75 feet) to a point at the Southwest corner of property now or formerly Fulton Greens Limited Partnership; thence leaving said Proposed Extension, and with the southerly line of Fulton Greens, run North 88 degrees 30 minutes 18 seconds East a distance of 22.57 feet to a 1/2 inch rebar found; thence North 88 degrees 02 minutes 04 seconds East a distance of 170.96 feet to a 1/2 inch rebar found in concrete at the Southwest corner of property now or formerly Potts; thence with the southerly line of Potts, run North 88 degrees 05 minutes 58 seconds East a distance of 311.88 feet to a half-inch rebar found at the Northwest corner of property now or formerly Hardeman; thence with the southerly line of Hardeman and the southerly line of property now or formerly Kingsolver, run North 88 degrees 04 minutes 09 seconds East, 381.86 feet to a steering rod on the westerly line of property now or formerly Winsberg, said westerly line also being the Land Lot Line common to Land Lots 1049 and 1048, aforesaid district and county; thence along the westerly line of Winsberg and the Land Lot Line common to Land Lots 1049 and 1048, run South 00 degrees 14 minutes 58 seconds East, 256.73 feet to three-quarter inch open-top pipe found; thence continuing along said common Land Lot Line, run South 00 degrees 09 minutes 41 seconds West, 310.18 feet to a right-of-way monument found at the intersection of the northwesterly right-of-way of State Route 9 and the Land Lot Line common to Land Lot 1112 and Land Lot 1113 and the Point of Beginning.

Said tract contains 11.90 acres and is depicted as "Developer Tract Phase I(A)," and "Developer Tract Phase I(B)," and "Kroger Tract" and "Developer Tract Phase II" on that certain ALTA/ACSM Land Title Survey for NationsBank, Faison-Fulton Greens, LLC, and Chicago Title Insurance Company by Armstrong Land Surveying, Inc., certified by Robert T. Armstrong, GRLS No. 1901, dated June 1, 1998, last revised March 17, 1999.

Parcel 2
Easements and other interests in real property contained in that certain Declaration of Restrictive Covenants by Fulton Greens Limited Partnership dated July 1, 1998, filed for record July 13, 1998 and recorded in Deed Book 24781, Page 1, aforesaid records; as affected by Amendment to Declaration of Restrictive Covenants by Fulton Greens Limited Partnership dated May 12, 1999, filed for record May 28, 1999 and recorded in Deed Book 26760, Page 181, aforesaid records.

Parcel 3
Easements and other interests in real property contained in that certain Sanitary Sewer Easement Agreement by and among Pioneer Real Estate Development, Inc., Martha James Stone, Fulton Greens Limited Partnership and Faison-Fulton Greens, LLC dated August 18, 1998, filed for record August 31, 1998 and recorded in Deed Book 25173, Page 258, aforesaid records; as amended by Amendment to Sanitary Sewer Easement Agreement by and among Fulton Greens Limited Partnership and Faison-Fulton Greens, LLC dated February 25, 1999, filed for record February 26, 1999 and recorded in Deed Book 26187, Page 186, aforesaid records; as amended by Second Amendment to Sanitary Sewer Easement Agreement by and among Fulton Greens Limited Partnership and Faison-Fulton Greens, LLC dated May 12, 1999, filed for record June 25, 1999 and recorded in Deed Book 26933, Page 305, aforesaid records.

Parcel 4
Easements and other interests in real property contained in that certain Drainage Easement Agreement between Fulton Greens Limited Partnership and G&H Windward, LLC dated February 25, 1999, filed for record February 26, 1999 and recorded in Deed Book 26187, Page 220, aforesaid records.

Parcel 5
Easements and other interests in real property contained in that certain Reciprocal Easement Agreement by and between Faison-Fulton Greens, LLC and Fulton Greens Limited Partnership dated May 12, 1999, filed for record June 25, 1999 and recorded in Deed Book 26933, Page 275, aforesaid records.

Parcel 6
Easements and other interests in real property contained in that certain Drainage Easement Agreement by and between Faison-Fulton Greens, LLC and Fulton Greens Limited Partnership dated May 12, 1999, filed for record June 25, 1999 and recorded in Deed Book 26933, Page 286, aforesaid records.

THIS BEING THE SAME PROPERTY DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NUMBER: NCS-801242-CHI2 WITH AN EFFECTIVE DATE OF JUNE 13, 2016.

SIGNIFICANT OBSERVATIONS

OBSERVED ENCROACHMENTS ARE AS FOLLOWS:

A ELECTRIC TRANSFORMER ENCROACHES OVER P/L AS SHOWN: 2.0' x 5.3'

PROJECT REVISION RECORD

DATE	DESCRIPTION	DATE	DESCRIPTION
05/26/2016	FIRST DRAFT	06/28/2016	ADDRESS CLIENT COMMENTS
06/10/2016	ADDRESS CLIENT COMMENTS	07/28/2016	ADDRESS CLIENT COMMENTS
06/14/2016	ADDRESS CLIENT COMMENTS		
FIELD WORK: RJH	DRAFTED: KRM	CHECKED BY: GSH	FB & PG: 16207

LEGAL

THE USE OF THIS DOCUMENT'S FORMAT IS STRICTLY PROHIBITED AND CONTINGENT UPON THE WRITTEN CONSENT AND PERMISSION OF BOCK & CLARK CORP.
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MISCELLANEOUS NOTES

NOTES:

1. REFERENCES FOR THE BOUNDARY INFORMATION SHOWN HEREON WERE MADE TO:
DEED REFERENCES:
DEED BOOK 28084, PAGE 209
ALL RECORDS ON FILE WITH THE CLERK OF SUPERIOR COURT OFFICE IN GIWNNETT COUNTY, GEORGIA.

2. BASIS OF BEARING: HORIZONTAL DATUM IS ORIENTED TO DEED REFERENCED IN NOTE 1 ABOVE.

3. THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN HEREON IS BASED ON ABOVE GROUND STRUCTURES AND INFORMATION SUPPLIED TO THE SURVEYOR. LOCATIONS OF UNDERGROUND UTILITIES OR STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES OR STRUCTURES MAY EXIST. THE SURVEYOR MAKES NO CERTIFICATION AS TO THE ACCURACY AND COMPLETENESS OF THE LOCATIONS SHOWN HEREON.

4. THE LAST DAY OF FIELD WORK WAS MAY 19, 2016.

5. ALL BUILDING DISTANCES AND DATA SHOWN HEREON ARE REFERENCED FROM OUTSIDE BUILDING DIMENSIONS. ALL SQUARE FOOTAGE SHOWN IS BASED ON GROUND LEVEL FLOOR ONLY.

6. ALL PROPERTY CORNERS SHOWN WITH IPS (IRON PIN SET) ARE 1/2" REBARS WITH PLASTIC CAP MARKED WITH GA. RLS #3105.

7. FIELD INFORMATION FOR THIS SURVEY WAS OBTAINED WITH A TRIMBLE S6 TOTAL STATION. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURES AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 610,100 FEET. THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE OF ONE FOOT IN 20,331 FEET AND AN ANGULAR ERROR OF 2 SECOND PER ANGLE POINT AND WAS ADJUSTED USING COMPASS RULE.

8. THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK ON GOING WITHIN RECENT MONTHS.

9. ADDRESS SHOWN HEREON WAS TAKEN FROM FULTON COUNTY TAX ASSESSOR INFORMATION. SITE ADDRESS IS 12850 HIGHWAY 9, ALPHARETTA GA.

10. THIS PROPERTY HAS DIRECT ACCESS TO THE PUBLIC RIGHT OF WAY OF GA. HIGHWAY 9 AND WINDWARD PARKWAY.

11. THERE WERE NO OBSERVABLE CHANGES IN THE EXISTING STREET RIGHT OF WAY FOR ANY OF THE STREETS THAT THE SUBJECT PROPERTY ADJOINS.

12. THERE ARE 497 REGULAR PARKING SPACES AND 16 HANDICAP PARKING SPACES FOR A TOTAL OF 513 PARKING SPACES MARKED ON THIS SITE.

13. THERE ARE NO PARTY WALLS ALONG OR NEAR THE PROPERTY LINES OF THE SUBJECT PROPERTY.

14. NO WETLANDS WERE DELINEATED AT THE TIME OF THE FIELD SURVEY FOR PREPARATION OF THIS SURVEY PLAT.

15. ACCORDING TO PREVIOUS SURVEY PLAT, ADDITIONAL ROAD RIGHT OF WAY WAS TAKEN ALONG WINDWARD PARKWAY, BUT WAS NOT REFLECTED IN THE TITLE COMMITMENT. IT IS THE SURVEYOR'S OPINION THAT ADDITIONAL ROAD RIGHT OF WAY MAY OR MAY NOT HAVE BEEN TAKEN, HOWEVER TITLE COMPANY DID NOT PROVIDE ANY DOCUMENTS TO THE SURVEYOR TO CONFIRM ANY TAKING. FIRST AMERICAN TITLE INSURANCE COMPANY PERFORMED AN EXTENSIVE SEARCH FOR ANY RECORDED RIGHT-OF-WAY EASEMENT OR RIGHT-OF-WAY TAKING AND DID NOT FIND ANY.

16. UNDERGROUND POWER AS SHOWN HEREON WAS TAKEN FROM PLANS FURNISHED TO SURVEYOR FROM UTILITY LOCATE COMPANY.

17. ACCORDING TO PLANS FURNISHED TO THE SURVEYOR BY THE UTILITY LOCATION SERVICE, THERE ARE ATLANTA GAS LIGHT (AGL) LINES ON THE OPPOSITE SIDE OF STATE HIGHWAY 9 AND WINDWARD PARKWAY, FROM THE SUBJECT PROPERTY.

ALTA/NSPS LAND TITLE SURVEY

Windward Commons
12850 State Highway 9, Alpharetta, GA 30004

Based on First American Title Insurance Company
Commitment No. NCS-801242-CHI2
bearing an effective date of June 13, 2016

Surveyor's Certification

To: IVT Windward Commons Alpharetta, LLC, a Delaware limited liability company; InvenTrust Properties Corp., a Maryland corporation, and each of their lenders, successors and assigns; INVESCO Real Estate; First American Title Insurance Company and Bock & Clark Corporation.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 11, 13, 14, 16, 17, 18 and 20 of Table A thereof. The fieldwork was completed on May 19, 2016.

Gary S. Harvin, Jr.
Registration No. 3105
In the State of Georgia
Date of Survey: May 26, 2016
Date of Last Revision: August 5, 2016

Network Project No. 201601679-1

Survey Performed By:
EarthPro Land Surveying
138 Jason Pond Way
Jefferson, GA 30549
Phone: 678-640-5500
Fax: 678-546-8381
Email: gh@earthprolandsurvey.com
COA LSF# 000994

GEORGIA REGISTERED NO. 3105 EXP. 12-31-16 LAND SURVEYOR GARY S. HARVIN, JR.

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.

Bock & Clark
SURVEY • ZONING
ENVIRONMENTAL • ASSESSMENT

National Coordinators
1-(800)-SURVEYS (787-8397)
Bock & Clark Corporation
3550 W. Market Street, Suite 200,
Akron, Ohio 44333
maywehelpyou@bockandclark.com
www.bockandclark.com

SCHEDULE A (Continued)

File No.: **NCS-801242-CHI2** Policy No.: **NCS 801242**

Parcel 1

All that tract or parcel of land lying and being in Land Lots 1112 and 1049, 2nd District, 2nd Section, Fulton County, Georgia, and being more particularly described as follows:

Beginning at a right-of-way monument found at the intersection of the northwesterly right-of-way of State Route 9 (80-foot right-of-way) and the Land Lot Line common to Land Lots 1112 and 1113, aforesaid district and county; thence leaving said Land Lot Line and along the northwesterly right-of-way of State Route 9, run along the arc of a curve to the left, said arc having a radius of 2,904.90 feet and a distance of 400.07 feet (being subtended by a chord bearing South 65 degrees 26 minutes 39 seconds West, 399.76 feet) to a point; thence leaving said right-of-way, run North 29 degrees 02 minutes 31 seconds West, 189.00 feet to a point; thence South 60 degrees 24 minutes 13 seconds West, 242.89 feet to a point on the easterly line of Proposed Windward Parkway Extension; thence along the easterly line of said Proposed Extension, run the following three (3) courses and distances: North 34 degrees 05 minutes 15 seconds West, 56.15 feet to a point; along the arc of a curve to the right, having a radius of 1100.00 feet and a distance of 487.62 feet (being subtended by a chord bearing North 21 degrees 23 minutes 18 seconds West, 483.64 feet) to a point; along the arc of a curve to the right, said arc having a radius of 1100.00 feet and a distance of 161.90 feet (being subtended by a chord bearing North 04 degrees 28 minutes 21 seconds West, 161.75 feet) to a point at the Southwest corner of property now or formerly Fulton Greens Limited Partnership; thence leaving said Proposed Extension, and with the southerly line of Fulton Greens, run North 88 degrees 30 minutes 18 seconds East a distance of 22.57 feet to a 1/2 inch rebar found; thence North 88 degrees 02 minutes 04 seconds East a distance of 170.96 feet to a 1/2 inch rebar found in concrete at the Southwest corner of property now or formerly Potts; thence with the southerly line of Potts, run North 88 degrees 05 minutes 58 seconds East a distance of 311.88 feet to a half-inch rebar found at the Northwest corner of property now or formerly Hardeman; thence with the southerly line of Hardeman and the southerly line of property now or formerly Kingsolver, run North 88 degrees 04 minutes 09 seconds East, 381.86 feet to a steering rod on the westerly line of property now or formerly Winsberg, said westerly line also being the Land Lot Line common to Land Lots 1049 and 1048, aforesaid district and county; thence along the westerly line of Winsberg and the Land Lot Line common to Land Lots 1049 and 1048, run South 00 degrees 14 minutes 58 seconds East, 256.73 feet to three-quarter inch open-top pipe found; thence continuing along said common Land Lot Line, run South 00 degrees 09 minutes 41 seconds West, 310.18 feet to a right-of-way monument found at the intersection of the northwesterly right-of-way of State Route 9 and the Land Lot Line common to Land Lot 1112 and Land Lot 1113 and the Point of Beginning.

Said tract contains 11.90 acres and is depicted as "Developer Tract Phase I(A)," and "Developer Tract PhaseI(B)," and "Kroger Tract" and "Developer Tract Phase II" on that certain ALTA/ACSM Land Title Survey for NationsBank, Faison-Fulton Greens, LLC, and Chicago Title Insurance Company by Armstrong Land Surveying, Inc., certified by Robert T. Armstrong, GRLS No. 1901, dated June 1, 1998, last revised March 17, 1999.

Parcel 2

Easements and other interests in real property contained in that certain Declaration of Restrictive Covenants by Fulton Greens Limited Partnership dated July 1, 1998, filed for record July 13, 1998 and recorded in Deed Book 24781, Page 1, aforesaid records; as affected by Amendment to Declaration of Restrictive Covenants by Fulton Greens Limited Partnership dated May 12, 1999, filed for record May 28, 1999 and recorded in Deed Book 26760, Page 181, aforesaid records.

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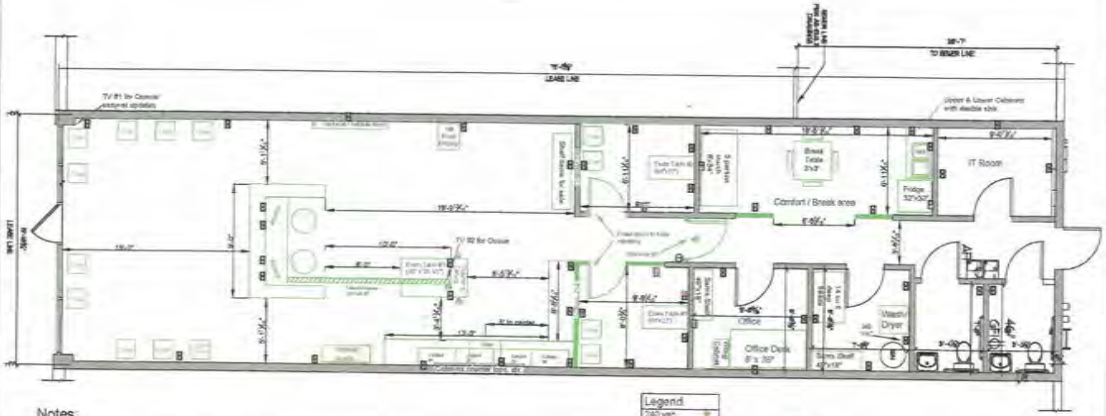


Notes:

1) Counter tops over 12 in length are usually special ordered (several weeks out)
2) Trench to front desk: need 4 - 120 VAC outlets, 2 ethernet lines, and phone lines for 2 phones and the fax machine
3) Vent needs to be installed above door to allow air to flow form the back to the front
4) Install braces in center of wall for exam tables. Should be 2x4" studs
5) Washer and dryer to vented outside and needs 240 VAC

Legend
240 vac
120 vac
Sec. Camera
New Walls
Existing walls

No.	Date	Rev.
1	1-7-18	0
2	1-18-18	1
3	1-30-18	2

Engineered Aerial Images
engineerdel@gmail.com

Aaron Hawkins
801-501-3728

easyvet of Alpharetta, GA

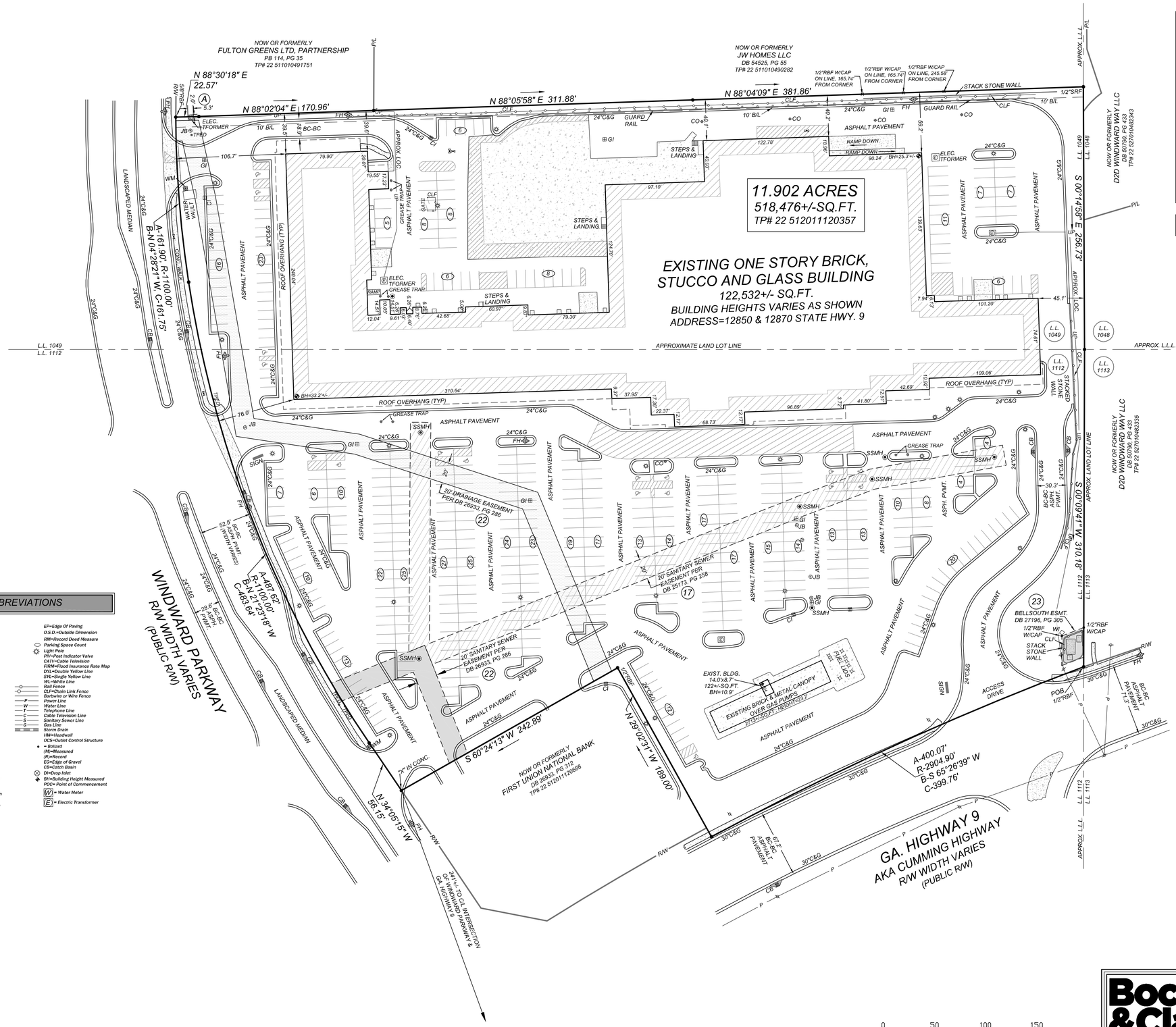
12869 Alpharetta Highway
Suite 20
Alpharetta, GA 30004

Contact:

1-7-18

Sheet: 1 of 1

eai



VICINITY MAP - NOT TO SCALE

FLOOD NOTE

FLOOD NOTE: By graphic plotting only, this property is in Zone(s) "X" of the Flood Insurance Rate Map, Community Panel No. 13121C0057F with an effective date of 09/18/2013 and is not in a Special Flood Hazard Area.

LEGEND OF SYMBOLS & ABBREVIATIONS

- CP=Calculated Point
- NF=Nail Found
- IPS=Iron Pin Set With Cap
- OTP=Open Top Pipe Found
- RBF=Rebar Pin Found
- CMF=Concrete Monument Found
- CTP=Crimp Top Pipe Found
- SRF=Solid Rod Found
- N/S=Nail Set
- MAG=Magnetic Nail
- TBM=Benchmark
- TP#=Tax Parcel Number
- P/L=Property Line
- C/L=Centerline
- R/W=Right Of Way
- B/L=Building Line
- BC=Back Of Curb
- TC=Top Of Curb
- LL=Land Lot
- LLL=Land Lot Line
- N/F=Now Or Formerly
- D.B./PG.=Deed Book/Page
- P.B./PG.=Plat Book/Page
- POB=Point of Beginning
- TPOB=True Point Of Beginning
- SSE=Sanitary Sewer Easement
- DE=Drainage Easement
- SS=Sanitary Sewer
- RCP=Reinforced Concrete Pipe
- CMP=Corregated Metal Pipe
- PVC=Polyvinyl Chloride Pipe
- CO=Clean Out
- WI=Weir Inlet
- BH=Building Height
- CI=Curb Inlet
- GI=Grate Inlet
- JB=Junction Box
- PP=Utility Pole
- WV=Water Valve
- FH=Fire Hydrant
- WM=Water Meter
- GM=Gas Meter
- GV=Gas Valve
- MW=Monitoring Well
- Electric Manhole
  Conc.=Concrete
  S.F.=Square Feet
  C&G=Curb And Gutter
  P.O.E.=Point Of Entry
  EP=Edge Of Paving
  O.S.D.=Outside Dimension
  RM=Record Deed Measure
- Parking Space Count
- Light Pole
  PIV=Post Indicator Valve
  CATV=Cable Television
  FIRM=Flood Insurance Rate Map
  DYL=Double Yellow Line
  SYL=Single Yellow Line
- FDC=Fire Department Connection
- SSMH=Sanitary Sewer Manhole
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- SWCB=Single Wing Catch Basin
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  FIRM=Flood Insurance Rate Map
  DYL=Double Yellow Line
  SYL=Single Yellow Line
  WL=White Line
- Rail Fence
- CLF=Chain Link Fence
- Barbwire or Wire Fence
- P — Power Line
- W — Water Line
- T — Telephone Line
- C — Cable Television Line
- S — Sanitary Sewer Line
- G — Gas Line
- Storm Drain
  HW=Headwall
  OCS=Outlet Control Structure
- Bollard
  (M)=Measured
  (R)=Record
  EG=Edge of Gravel
  CB=Catch Basin
- DI=Drop Inlet
- BH=Building Height Measured
- POC= Point of Commencement
- W = Water Meter
- E = Electric Transformer

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.

GEORGIA REGISTERED LAND SURVEYOR No. 3109 EXP. 12-31-16 PARRIS HARVIN JR.

SHEET 2 OF 3

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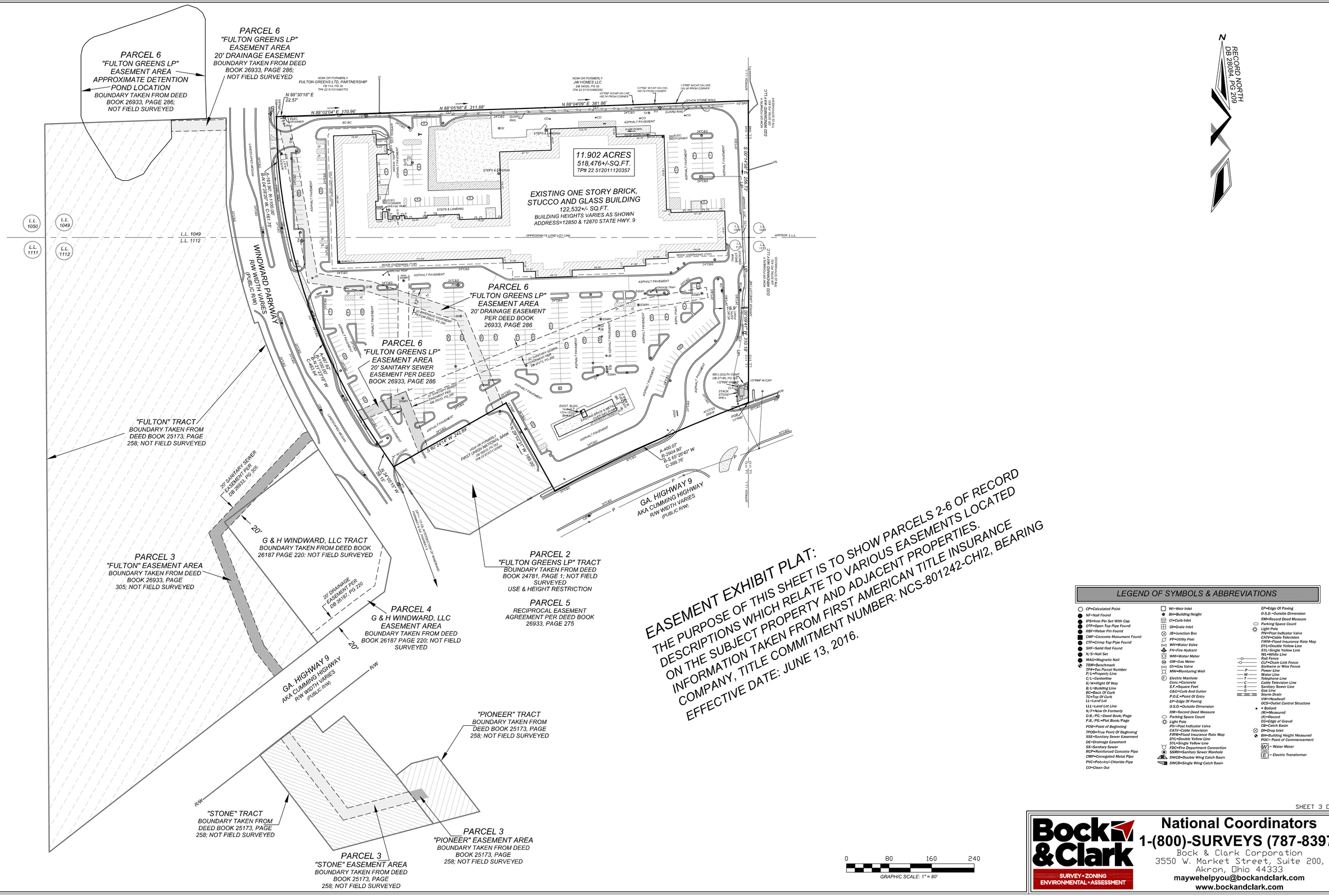

EASEMENT EXHIBIT PLAT:

THE PURPOSE OF THIS SHEET IS TO SHOW PARCELS 2-6 OF RECORD DESCRIPTIONS WHICH RELATE TO VARIOUS EASEMENTS LOCATED ON THE SUBJECT PROPERTY AND ADJACENT PROPERTIES. INFORMATION TAKEN FROM FIRST AMERICAN TITLE INSURANCE COMPANY, TITLE COMMITMENT NUMBER: NCS-801242-CHI2, BEARING EFFECTIVE DATE: JUNE 13, 2016.

LEGEND OF SYMBOLS & ABBREVIATIONS

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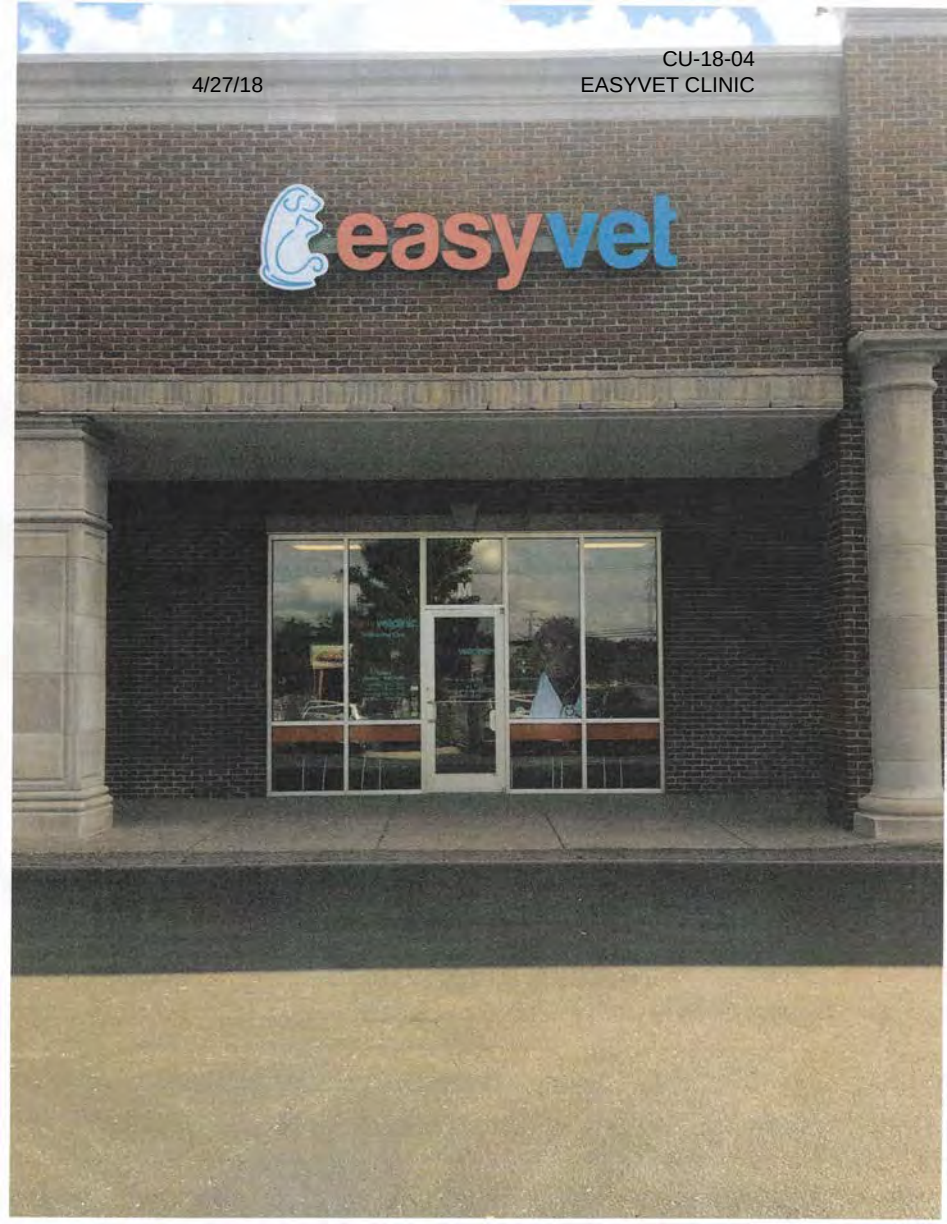
4/27/18

CU-18-04
EASYVET CLINIC

4/27/18

CU-18-04
EASYVET CLINIC



4/27/18

CU-18-04
EASYVET CLINIC

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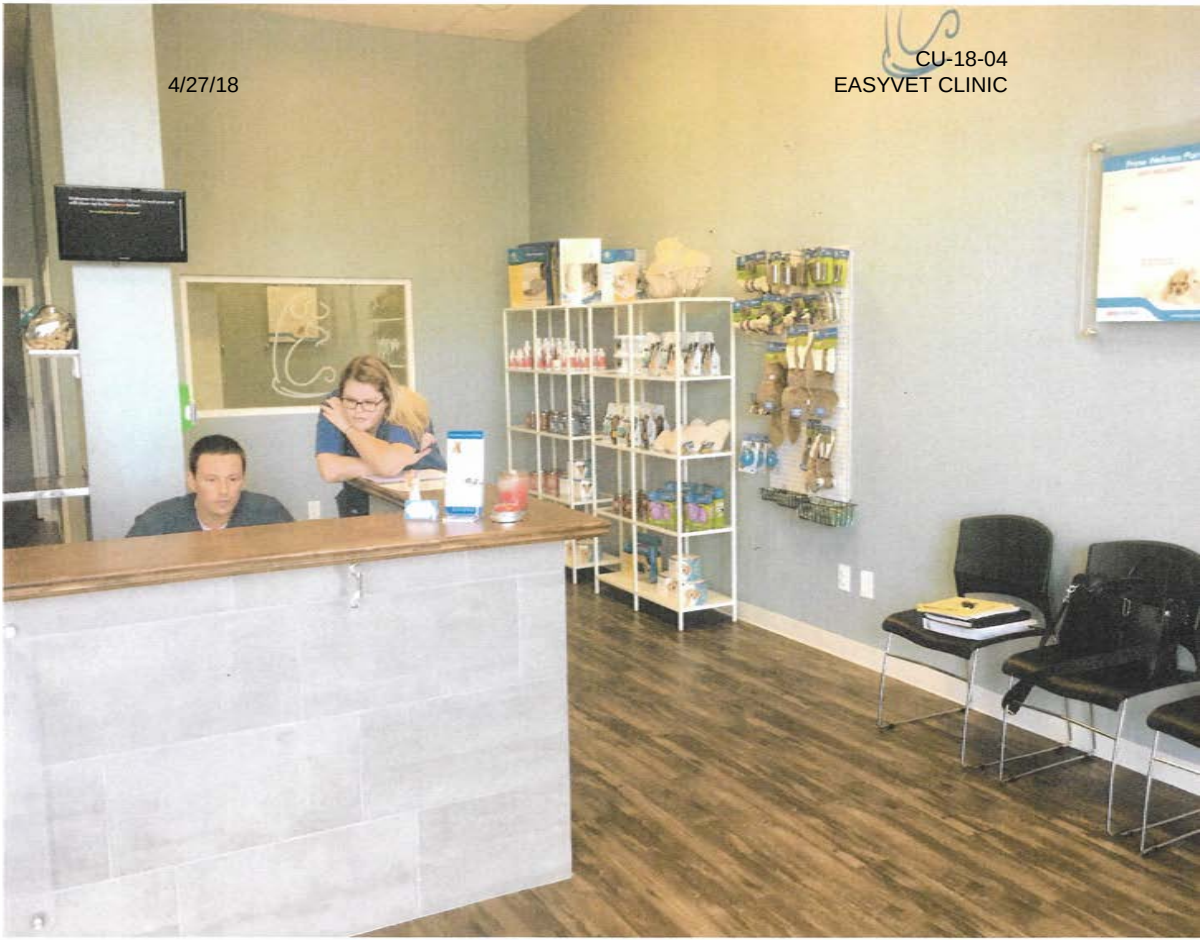
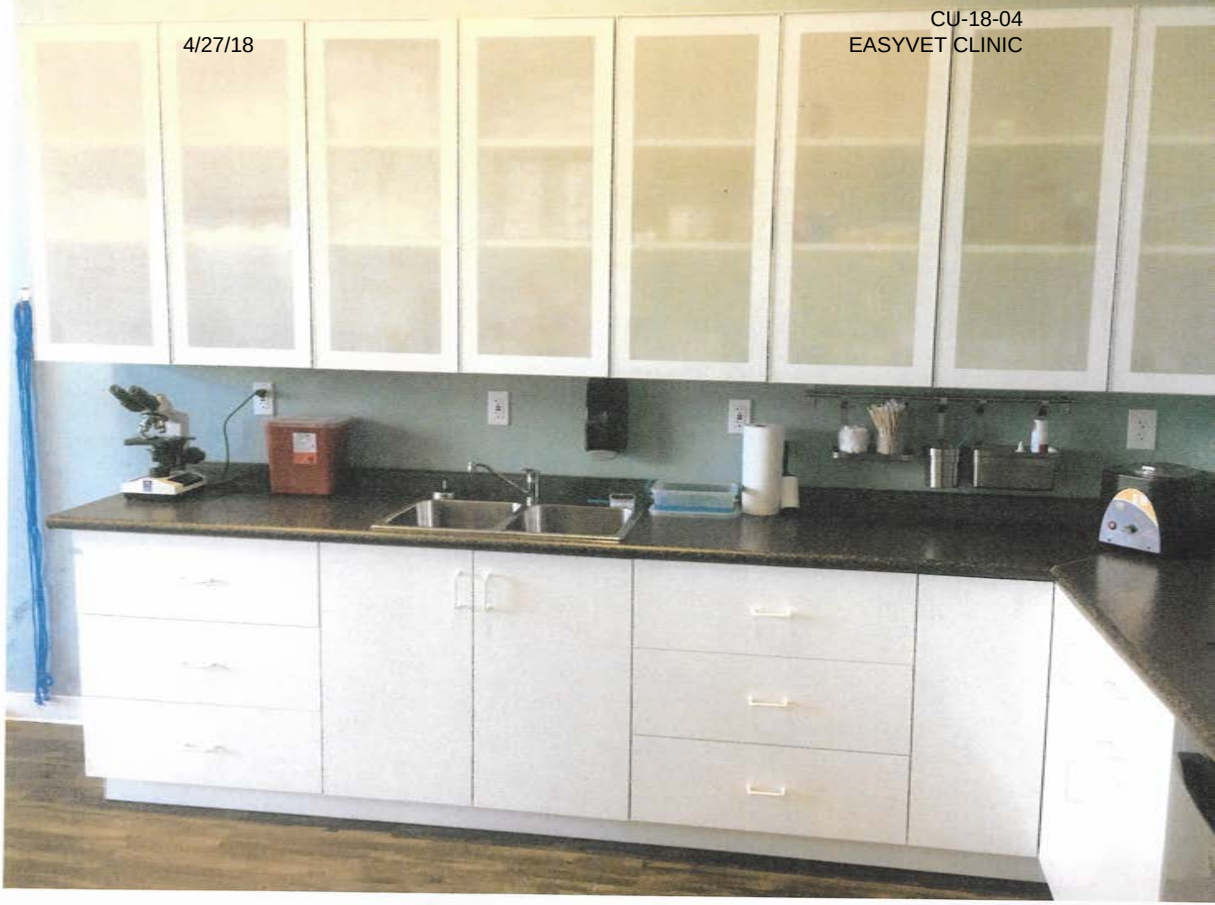


4/27/18

CU-18-04
EASYVET CLINIC



RE: CU-18-04, Application for a Conditional Use Permit, EasyVet Clinic

To whom it may concern,

Please accept this letter as notification of EasyVet Clinic's City of Alpharetta Public Hearing application for a Conditional Use Permit.

The Conditional Use Permit is for the establishment of an outpatient veterinary small animal clinic in the Windward Commons shopping plaza at 12850 Hwy 9, Alpharetta, GA 30004.

The public hearings are scheduled to take place on Thursday, July 12, 2018 and Monday, August 6, 2018 at 6:30pm.

Both hearings will take place at the Alpharetta City Hall Council Chambers located at 2 Park Plaza, Alpharetta, Georgia.

EasyVet Clinic provides quality walk-in, wellness and preventative veterinary care in a convenient, friendly, open concept during regular daily business hours.

EasyVet Clinic differs from traditional veterinary clinics by eliminating costly boarding, grooming, surgical and radiology facilities. This negates concerns about noise, odors, surgical waste gases, and overnight boarding.

We welcome any questions or concerns you may have and encourage you to contact us at:

EasyVet Clinic
2275 Gunbarrel Road
Chattanooga, TN 37421
drchristian@easyvet.com

Wishing you continued success and prosperity,

Dr. Christian Cumberbatch
VP Medical Leadership
EasyVet Clinic

ANDY & MARCI FRIED REALTY LLC
Or Current Property Owner
6105 BLUE STONE RD #211
SANDY SPRINGS GA 30328-5905

ARC CAFEUSA001 LLC
Or Current Property Owner
2325 E CAMELBACK RD STE 1100
PHOENIX AZ 85016

COGBURN WALK HOMEOWNERS ASSOCIATION INC
Or Current Property Owner
500 SUGAR MILL RD BLDG/STE B200
ATLANTA GA 30350

D2D WINDWARD WAY L L C
Or Current Property Owner
11770 HAYNES BRIDGE RD SUITE 205 262
ALPHARETTA GA 30009

DEERFIELD SQUARE ASSOC LLC
Or Current Property Owner
1545 PEACHTREE ST # 250
ATLANTA GA 30309

DONIPARTHI HEMA N & NALLNIKRISHNA K
Or Current Property Owner
1200 S BENTLEY CREEK DR
ALPHARETTA GA 30004

FIDELITY BANK
Or Current Property Owner
3490 PIEDMONT RD NE STE 1550
ATLANTA GA 30305

FIROOZI PEGAH
Or Current Property Owner
10695 BRIDGEMOR DR
ALPHARETTA GA 30022

FIRST UNION NATIONAL BANK
Or Current Property Owner
P.O. BOX 2609
CARLSBAD CA 92018-2609

FRG LLC
Or Current Property Owner
27904 HWY 281 N #106
SAN ANTONIO TX 78260

FULTON GREENS LTD PARTNERSHIP LLC
Or Current Property Owner
6892 S YOSEMITE CT STE 2-105
CENTENNIAL CO 80112-1464

GENOA DEERFIELD LLC
Or Current Property Owner
3330 CUMBERLAND BLVD SUITE 250
ATLANTA GA 30339

HALLMARK INVESTMENTS WINWARD LLC
Or Current Property Owner
4875 WINDWARD PKWY
ALPHARETTA GA 30004

HAMILTON CHASE ALPHARETTA LLC
Or Current Property Owner
828 BALLARD CANYON RD
SOLVANG CA 93463

HASHEMI FARIZAZ
Or Current Property Owner
2875 WEBB RD
ALPHARETTA GA 30004

IVT WINDWARD COMMONS ALPHARETTA LLC
Or Current Property Owner
P.O. BOX 6035
CHICAGO IL 60606

K L WALL LLC
Or Current Property Owner
6090 LIVELY CT
CUMMING GA 30040-6264

KHAN HASAN NEWAZ & FARHANA SHARITA
Or Current Property Owner
2703 AUGERON CT
ALPHARETTA GA 30004

KMD ALPHARETTA LLC
Or Current Property Owner
2424 N FEDERAL HWY # 454
BOCA RATON FL 33431-7746

LOWES HOME CENTERS INC
Or Current Property Owner
1000 LOWE'S BLVD
MOORESVILLE NC 28117

MULLINAX DONA JEAN
Or Current Property Owner
12975 COGBURN RD
ALPHARETTA GA 30004

NAVY FEDERAL CREDIT UNION
Or Current Property Owner
P.O. BOX 24526
MERRIFIELD VA 22119-4626

PMB WINDWARD LLC
Or Current Property Owner
2000 RIVEREDGE PKWY STE 940
ATLANTA GA 30328

PROVIDENCE BANK
Or Current Property Owner
4955 WINDWARD PKWY
ALPHARETTA GA 30004

PULTE HOME CORPORATION
Or Current Property Owner
2475 NORTHWINDS PKWY STE 600
ALPHARETTA GA 30009

ROYAL BRIGHT SERVICES INC
Or Current Property Owner
19711 RIDGEWOOD PL
YORBA LINDA CA 92886

RUCKER RALPH & SARAH
Or Current Property Owner
111 HENDERSON LAKE DR
CANTON GA 30115

SCOTT H LEE TR
Or Current Property Owner
P.O. BOX 8050 MS-0555
BENTONVILLE AR 72712-8050

SHUBERT & BOOTH WINDWARD 3 LLC
Or Current Property Owner
234 W 44TH ST
NEW YORK NY 10036

SOTO VLADIMIR & OLIVIA
Or Current Property Owner
2750 AUGERON CT
ALPHARETTA GA 30004

STATON LLC
Or Current Property Owner
12910 HIGHWAY 9 NE
ALPHARETTA GA 30004-3609

TCF CHARITABLE REAL ESTATE
Or Current Property Owner
50 HURT PLZ SUITE 449
ATLANTA GA 30303

TRIPLE R DEVELOPMENT GROUP LLC
Or Current Property Owner
1111 HORSESHOE DR
GREENSBORO GA 30642-4842

WINDWARD DV LLC
Or Current Property Owner
131 ROSWELL ST # B201
ALPHARETTA GA 30009

WINDWARD PROFESSIONAL PAVILLION LLC
Or Current Property Owner
4895 WINDWARD PKY STE 200
ALPHARETTA GA 30004

WINDWARD PROMENADE L L C
Or Current Property Owner
210 INTERSTATE NORTH PKWY SE STE 50
ATLANTA GA 30339-2231

CITY COUNCIL MEETING
STAFF REPORT

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

I. AGENDA ITEM TITLE: CLUP-18-04/Z-18-06/CU-18-06 1150 UPPER HEMBREE ROAD/ANIMAL HOSPITAL

CITY COUNCIL: AUGUST 6, 2018

This item was heard at the July 12, 2018 Planning Commission meeting. Staff recommended approval of the item subject to 8 conditions. Two people spoke in opposition to the request and Staff received two emails in opposition. The concerns were buffer is not well maintained, noise, odor, precedence of allowing change in zoning, After discussion, the Planning Commission recommended to approve the item with one additional condition.
Vote (5-1)

II. RECOMMENDATION:

Approve CLUP-18-04/Z-18-06/CU-18-06 1150 Upper Hembree Road/Animal Hospital, subject to the following conditions:

1. 'Animal Hospital, Small Animals' shall be added as a conditional use at 1150 Upper Hembree Road and limited to no more than 4,162 square feet.
2. Conditional use approval shall be limited to Paw Patch Animal Clinic; no additional 'Animal Hospital, Small Animals' businesses or subleasing shall be permitted within the approved space.
3. Hours of operation shall be Monday – Saturday 7:00 AM – 7:00 PM.
4. The business shall not have boarding/kenneling facilities, except that animals may be kept over-night for care incidental to the hospital use.
5. Dumpster shall be maintained within a screened dumpster enclosure, as approved by Staff.
6. Grassed area between the sidewalk and parking lot shall be sodded or seeded to fill-in bare areas.
7. Exterior modifications to the existing structure shall be residential in character, as approved by Staff.
8. 50' undisturbed buffers on the north and east sides of the property shall be replanted where sparse, as approved by Staff.
9. Restrictive to office, animal hospital, small animals uses.

III. REPORT IN BRIEF:

The applicant, Scott Hutchison, requests rezoning of 2.48 acres from O-I (Office-Institutional) to C-1 (Neighborhood Commercial) and a conditional use to allow an 'Animal Hospital, Small Animals' business in an existing free-standing structure. A Comprehensive Land Use Plan amendment is requested to change the designation of the property from 'Professional Business Office' to 'Commercial'. The property is located at 1150 Upper Hembree Road on the north side of Upper Hembree Road and west of Harris Road.

DISCUSSION

The submitted request, if approved, will allow the applicant to operate an 'Animal Hospital, Small Animals' business in a 4,162 square foot existing 1-story office building. The business is Paw Patch Animal Clinic, which is a traditional animal hospital with no boarding or kenneling. The subject property is located at 1150 Upper Hembree Road on the north side of Upper Hembree and west of Harris Road.

The subject property is zoned O-I (Office-Institutional) and received conditional use approval in 2000 for Solutions Counseling Services, which was an adolescent counseling center. Surrounding properties are zoned R-12 (Dwelling, 'For-Sale', Residential) to the north, O-I to the west and south and R-15 (Dwelling, 'For-Sale', Residential) to the east. Birch Hollow subdivision is adjacent to the north, a single-family home to the east, former assisted living facility to the west and medical office and assisted living facility to the south. Upper Hembree Road is designated 'Professional Business Office' and 'Commercial' on the City's Future Land Use Map, with the subject property designated 'Professional Business Office'. The nearest home in the Birch Hollow subdivision is approximately 240', as measured in a straight line, from the applicant's requested location.

The property is developed with a 4,162 square foot 1-story office building, which was converted from a residence in 2000. Approximately 21 parking spaces are provided on the property, which exceeds the City's requirement of one (1) parking space per 200 square feet for the proposed use. The applicant intends to utilize the existing building with no planned exterior modifications. A privacy fence is proposed at the rear of the property for the purpose of providing a secured dog walking area. 50' undisturbed buffers are provided along the north and east sides of the property. If approved, staff recommends enhancement of the buffers where sparse.

Unified Development Code (UDC) Section 1.4.2 defines 'Animal Hospital, Small Animals' as follows:

> "A place where dogs, cats, birds or other animals normally kept as household pets are given medical or surgical treatment and the boarding of animals is limited to short-term care incidental to the hospital use."

There are currently no 'Animal Hospital, Small Animals' businesses on Upper Hembree Road corridor. The nearest similar use is North Roswell Veterinary Clinic located at the southwest corner of Alpharetta Highway and Hembree Road in the City of Roswell and approximately one (1) mile away from the subject property. The nearest similar use in the City is Country Place Animal Hospital, located at 2165 Old Milton Parkway.

The applicant's business is Paw Patch Animal Clinic, which is a traditional animal hospital serving dogs, cats and pocket pets. The business will provide inpatient, outpatient, surgery, radiology, preventive, wellness care and grooming services. The business will not provide boarding, kenneling or emergency care services. Hours of operation will not exceed Monday – Saturday 7:00 AM – 7:00 PM. The applicant anticipates three (3) employees, in addition to Dr. Banner.

CONDITIONAL USE REVIEW CRITERIA

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

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

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

Response: The subject property was developed in compliance with site access development standards. The proposed use should not have significant impacts on vehicular and pedestrian access.

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

Response: The subject property is in compliance with regard to parking, buffers and screening. If approved, staff recommends conditions to enhance the 50′ undisturbed buffers, where sparse, and to provide a screened dumpster enclosure.

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

Response: The proposed business will be conducted within the existing building and will not offer boarding or kenneling services. Therefore, the proposed use should not diminish or impair surrounding property values.

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

Response: Not applicable.

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

Response: The proposed business will be conducted within the existing building and will not offer boarding or kenneling services. Therefore, the proposed use should not impede the normal development of surrounding properties.

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

Response: The proposed business will be conducted within the existing building and will not offer boarding or kenneling services. Therefore, the use would be consistent with the development pattern along Upper Hembree Road, which predominately consists of office-institutional and commercial uses.

COMPREHENSIVE LAND USE PLAN

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

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

Response: Not applicable.

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

Response: The proposal is consistent with the development pattern in the area, which predominately consists of office-institutional and commercial uses.

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

Response: Not applicable.

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

Response: The proposed business will be conducted within the existing building and will not offer boarding or kenneling services. Therefore, the use should not have impacts to public health, safety and welfare.

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

Response: Not applicable.

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

Response: Not applicable.

CONCURRENCES

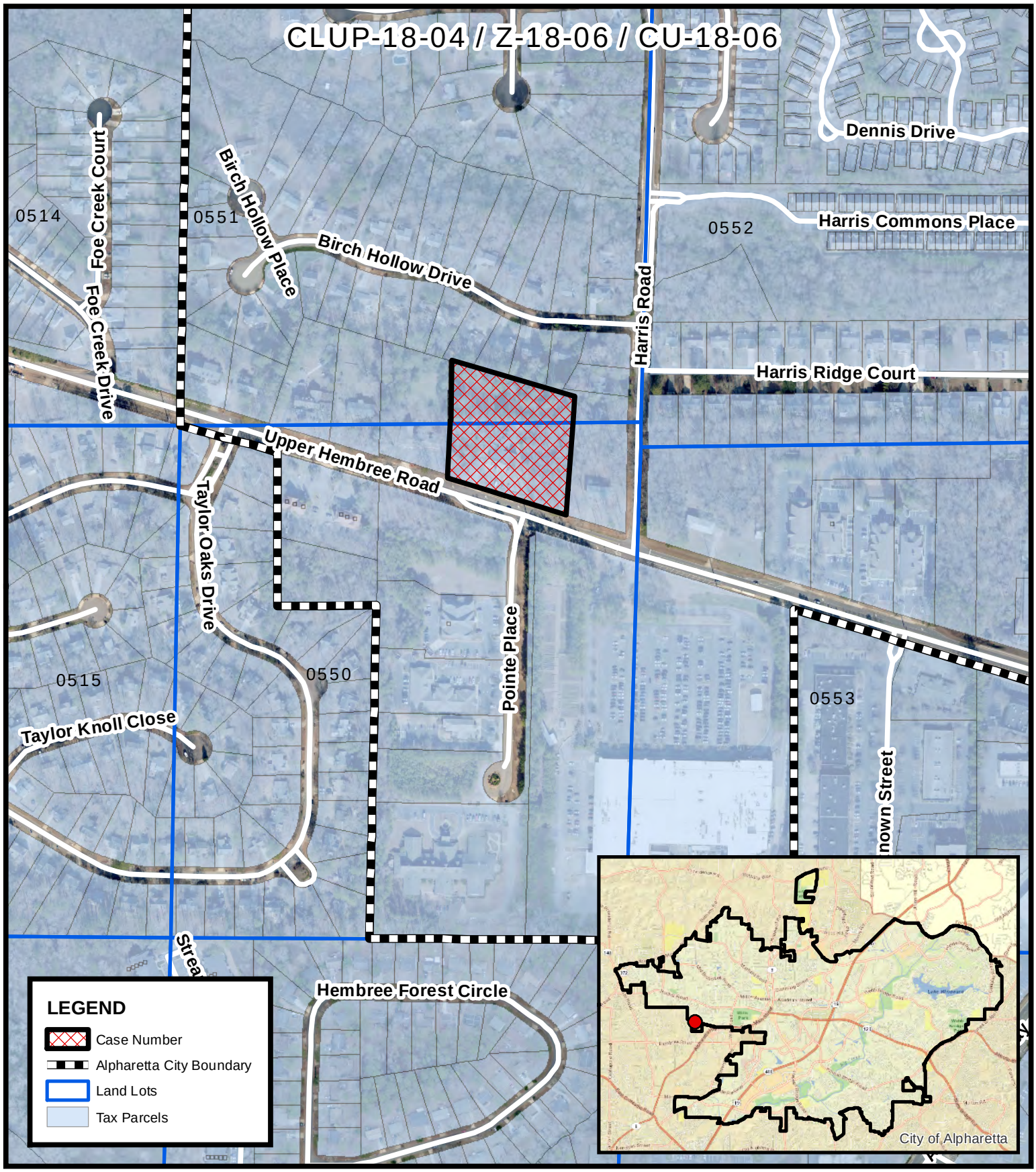
City Staff has reviewed the applicant's proposal and finds that it can generally support the request for comprehensive land use plan amendment, rezoning and conditional use. The proposal is consistent with the development pattern in the area, which predominately consists of office-institutional and commercial uses. The business will be conducted within the existing building and will not offer boarding or kenneling services. In addition, the applicant does not propose any exterior modifications and should not impact the quality of life for adjacent residential properties. However, conditions should be established as part of this application that regulate and limit expansion of the proposed use and require enhancement of landscape buffers and dumpster screening.

CITIZEN PARTICIPATION PLAN

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

IV. ATTACHMENTS:

- Site Plan



CLUP-18-04 / Z-18-06 / CU-18-06
D/LL: 1/2/550,551
PC: 7/12/18
CC: 8/06/18

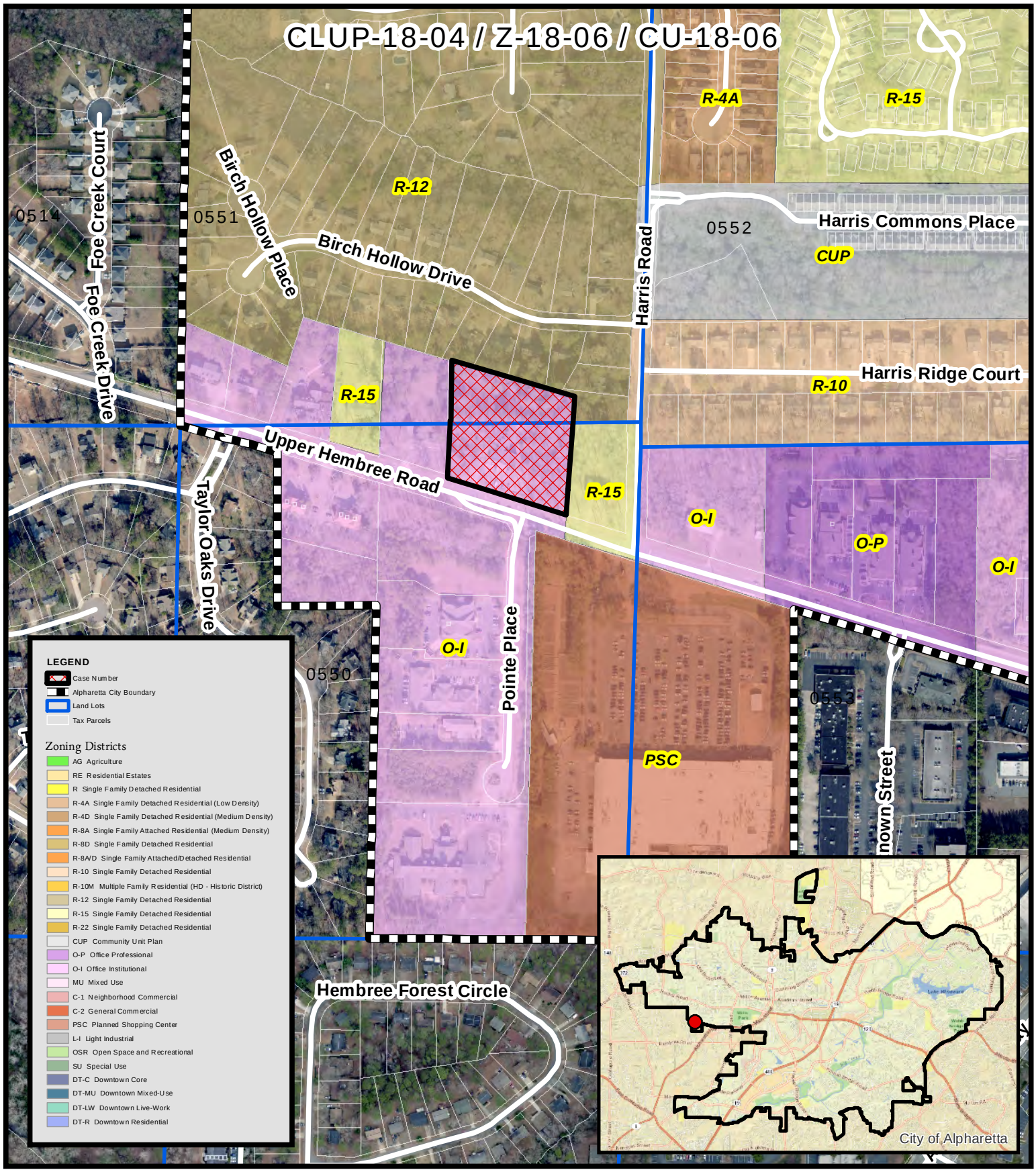
Location Map
Animal Hospital
1150 Upper Hembree Road

Location Map Provided by:
Community Development - GIS

CLUP-18-04 / Z-18-06 / CU-18-06
D/LL: 1/2/550,551
PC: 7/12/18
CC: 8/16/18

Aerial Map
Animal Hospital
1150 Upper Hembree Road

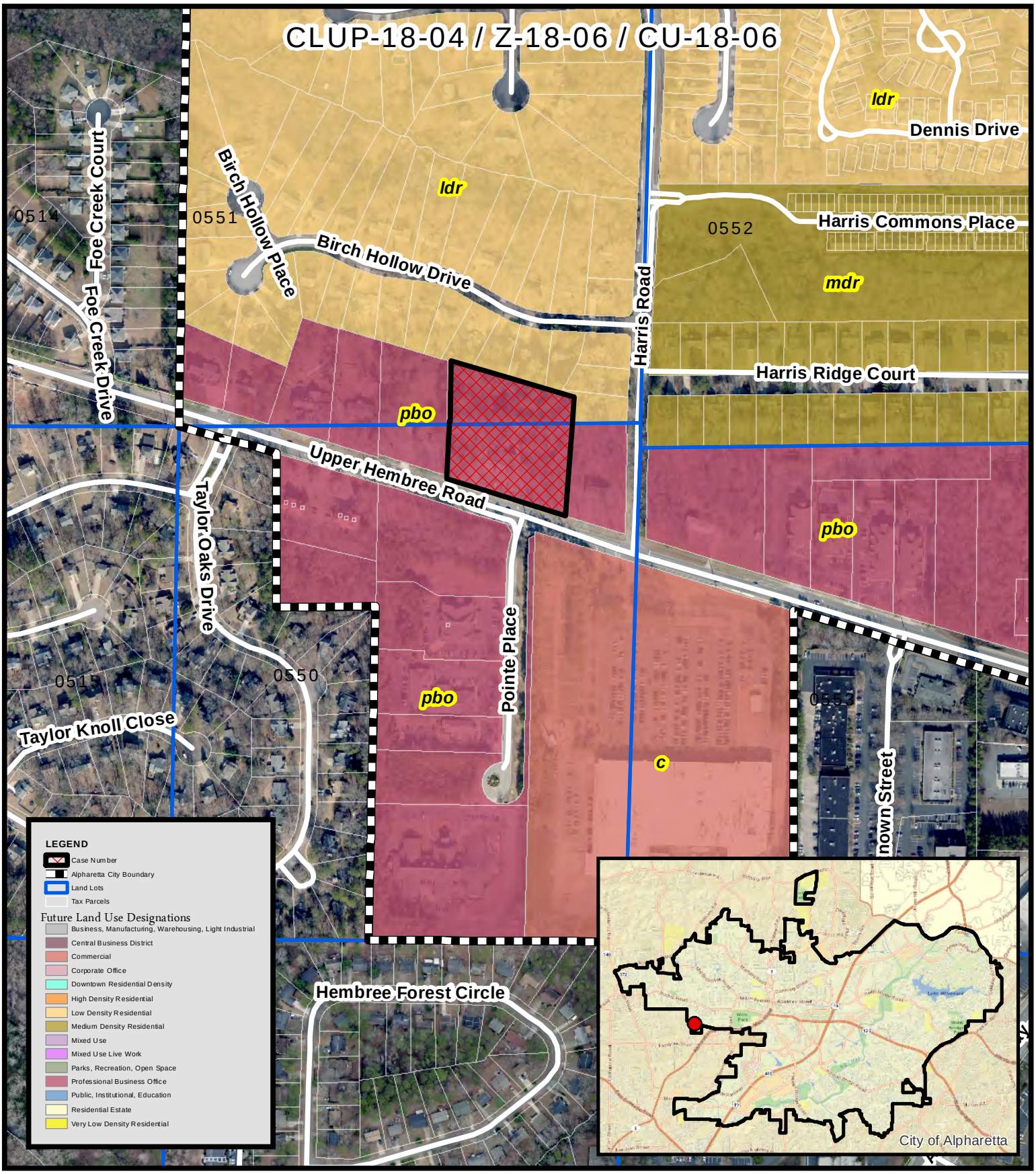
Location Map Provided by:
Community Development - GIS



CLUP-18-04 / Z-18-06 / CU-18-06
D/LL: 1/2/550,551
PC: 7/12/18
CC: 8/16/18

Zoning Map
Animal Hospital
1150 Upper Hembree Road

Location Map Provided by:
Community Development - GIS



CLUP-18-04 / Z-18-06 / CU-18-06
D/LL: 1/2/550,551
PC: 7/12/18
CC: 8/16/18

Future Land Use
Animal Hospital
1150 Upper Hembree Road

Location Map Provided by:
Community Development - GIS

CLUP-18-04/Z-18-06/CU-18-06
ANIMAL HOSPITAL/1150 UPPER HEMBREE RD

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY

Case #: _____

☐ Fee Paid Initial: _____

COMMUNITY DEVELOPMENT DEPARTMENT • 2 PARK PLAZA • ALPHARETTA, GA 30009

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

Contact Information:

Contact Name: Scott Hutchison Telephone: 404-234-9740

Address: 5755 North Point Parkway Suite: 44

City Alpharetta State: GA Zip: 30022 Fax: 678-325-4824

Mobile Tel: 404-234-9740 Email: scott@wilsonhutch.com

Subject Property Information:

Address: 1150 Upper Hembree Road Current Zoning: O-I

District: _____ Section: _____ Land Lot: _____ Parcel ID: 12 223005500460

Proposed Zoning: C-1 Current Use: Vacant - was therapy office

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

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

APPLICANT REQUEST AND INTENT

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

Veterinary Practice / Animal Hospital

Applicant's Request (Please itemize the proposal):

Applicant is requesting a change in zoning from OI to C1. with a conditional use of an Animal Hospital.

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

Please See attached.

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Robert Margolis Telephone: 404-234-3549

Address: 160 Oakhurst Leaf Drive Suite:

City Alpharetta State: GA Zip: 30004 -

Authorization:

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

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

- ☐ Annexation
- ☐ Special Use
- ☑ Rezoning
- ☑ Conditional Use
- ☐ Variance
- ☐ Master Plan
- ☐ Land Use Application
- ☑ Other COMPREHENSIVE PLAN AMENDMENT

Identify Authorized Applicant:

Name of Authorized Applicant: Scott Hutchison Telephone: 404-234-9740

Address: 5755 North Point Parkway Suite: 44

City Alpharetta State: GA Zip: 30022 -

So Sworn and Attested:

Owner Signature: Date: 5/3/18

Notary:

Notary Signature: Morgan Fleetwood Date: 5/3/18

MORGAN FLEETWOOD
NOTARY PUBLIC
MY COMMISSION EXPIRES APRIL 05, 2022
DEKALB COUNTY, GEORGIA

DISCLOSURE FORM

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

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

Name of Applicant or Opponent: Scott Hutchison

Subject Public Hearing Case: 1150 Upper Hembree Road

Campaign Contribution Information:

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

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

Name of Official: David Belle Isle Position: Mayor

Description of Contribution: Georgians for Belle Isle, Inc. 2017 Value: $2,500

Description of Contribution: Georgians for Belle Isle, Inc. 2018 Value: $2,500

Description of Contribution: Value:

Description of Contribution: Value:

Description of Contribution: Value:

Campaign Contribution Information:

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

Signature: Date: 5/10/18

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

The proposed new use will remain in the medical field and office component.

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

New zoning and use will bring activity to deserted area of Alpharetta. Proposed use should bring value to adjacent property owners neighborhood.

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

No. Due to the hospital and other closer buildings to the hospital absorbing all medical uses, the lack of Tenants and Buyers in the market has made subject property incredibly hard to sell or lease.

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

N/A

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

N/A

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

Needs to be amended.

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

Nothing outside of the building will need to be changed.

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

CITIZEN PARTICIPATION FORM - PART A

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

Public Hearing or Project Name: 1150 Upper Hembree Road

Contact Name: Scott Hutchison Telephone: 404-234-9740

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

Carlos Castro & Rosa Perez

Elinor Hare

Kinney Sairaqui Matikeeva & Anthony Robert Kinney

Mark Barnett

Annelyss & Greg Maguire

Lyndee Garnett

Steven Turner & Jennifer Stewart

Cheryl L Gorman Revocable Trust

Gary & Mary Becker

Jan Latka & Georgina Zambrana

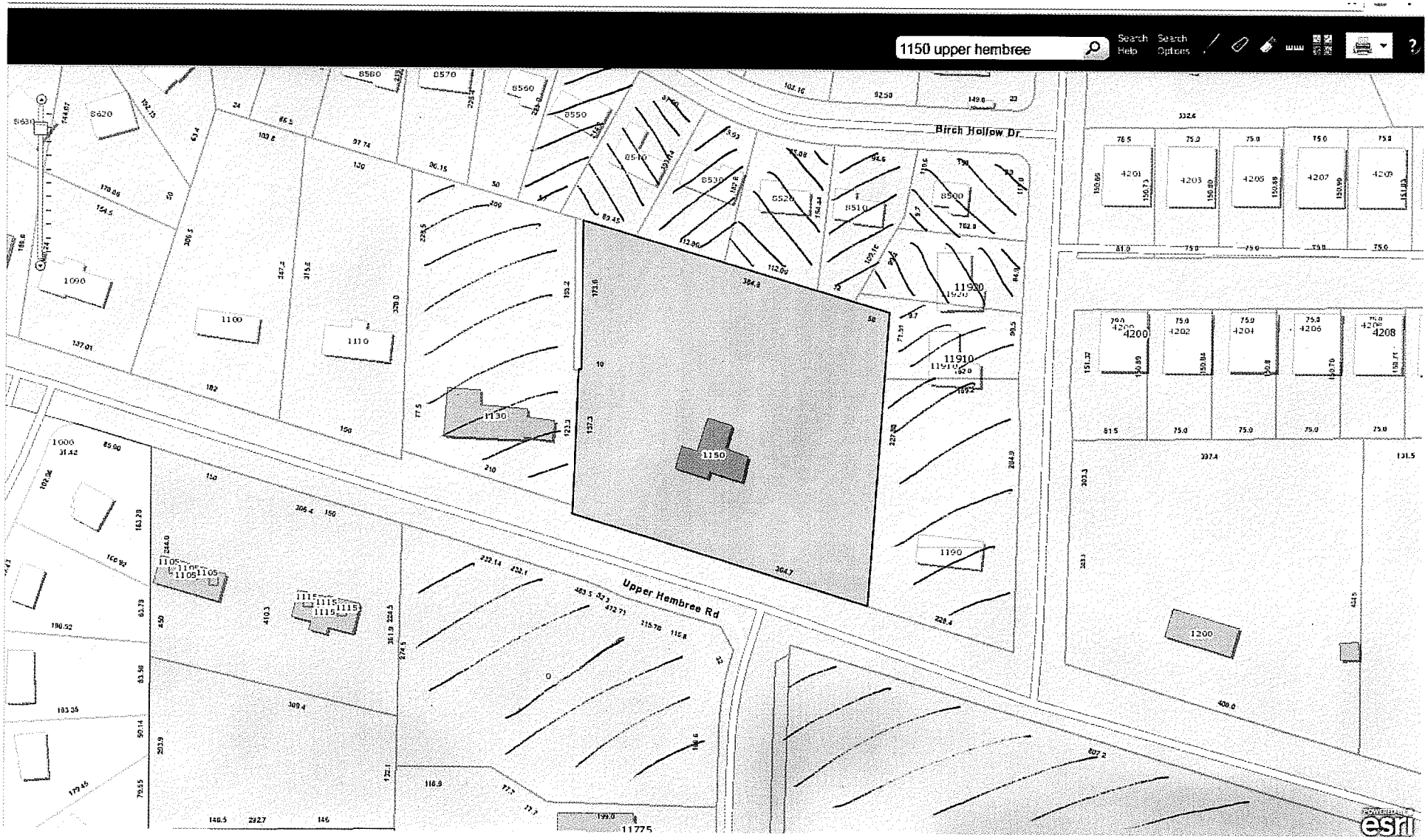
Southfund Partners

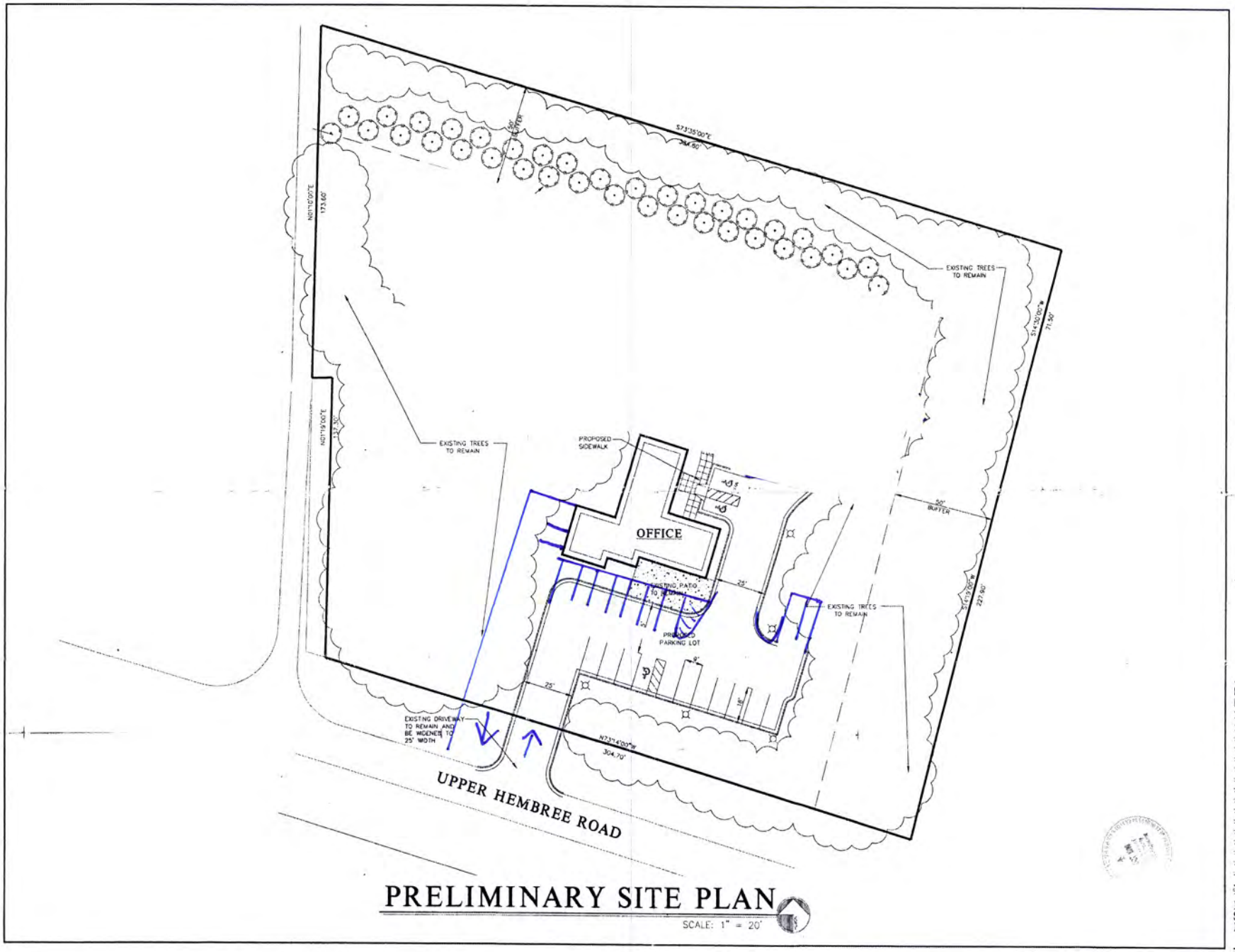
Whole Foods Market

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

- [x] Letter
- [ ] Personal Visits
- [ ] Telephone
- [ ] Group Meeting
- [ ] Email
- [ ] Other *(Please Specify)* _____

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


1150 upper hembree
Search Help
Search Options
Birch Hollow Dr
Upper Hembree Rd
1150
1130
1190
1200
11910
11930
11775
esri



PRELIMINARY SITE PLAN

SCALE: 1" = 20'

PAULSON MITCHELL INCORPORATED
LAND PLANNERS
ENGINEERS
TRANSPORTATION
LANDSCAPE
ARCHITECTS
854 MILL STREET
SUITE 200
ROSWELL, GEORGIA 30075
VOICE 770.650.7685
FAX 770.650.7684

PROJECT:

SOLUTIONS COUNSELING SERVICES

1150 UPPER HEMBREE ROAD
ALPHARETTA, GA 30076

FULTON COUNTY, GEORGIA

FOR:

DR. BOB MARGOLIS
MS. KAREN MARGOLIS
(770) 643-1211
FAX (770) 643-0515

☒ NOT RELEASED FOR CONSTRUCTION
☐ RELEASED FOR CONSTRUCTION

REVISIONS

99436PS1.DWG 10/99

PRELIMINARY SITE PLAN

PS.1

Property Profile for **1190 UPPER HEMBREE RD**

Property Tax Information

Tax Year	2018
Parcel ID	12 223005500403
Property Address	1190 UPPER HEMBREE RD
Owner	CASTRO CARLOS M & PEREZ ROSAS ROSA M
Mailing Address	1190 UPPER HEMBREE RD ROSWELL GA 30076
Total Appraisal	$228,000
Improvement Appraisal	$129,400
Land Appraisal	$98,600
Assessment	$91,200
Tax District	10
Land Area	1.1528 ac
Property Class	Residential Lots
Land Use Class	Residential 1 family
TAD	
CID	

Zoning

Zoning Class	not available
Overlay District	
2035 Future Development	not available

Political

Municipality	Alpharetta
Commission District	2
Commission Person	Bob Ellis
Council District	LRG
Council Person	Dan Merkel, Jason Binder, Jim Gilvin, Chris Owens, Mike Kennedy, Donald Mitchell
Voting Precinct	AP022
Poll Location	Alpharetta Community Cen, 175 Roswell St
Congressional District	006
State Senate District	056
State House District	049

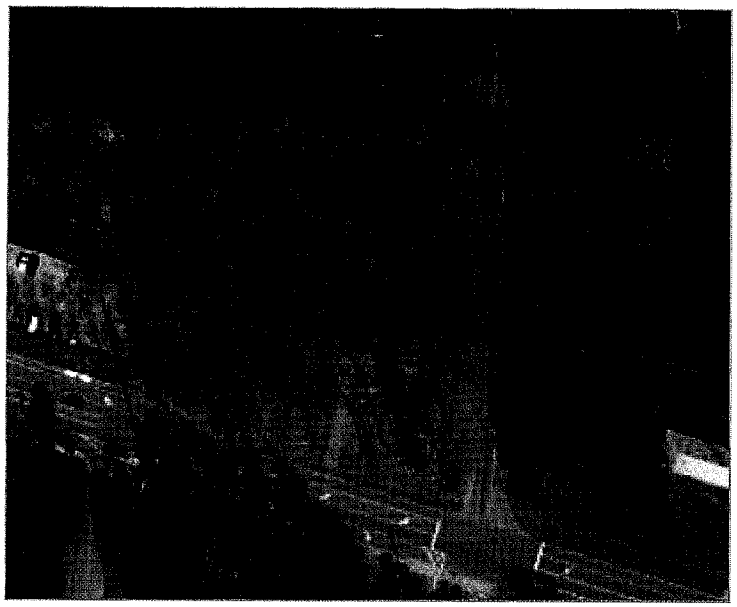
School Zones

Elementary School	Hembree Springs
Middle School	Elkins Pointe
High School	Milton

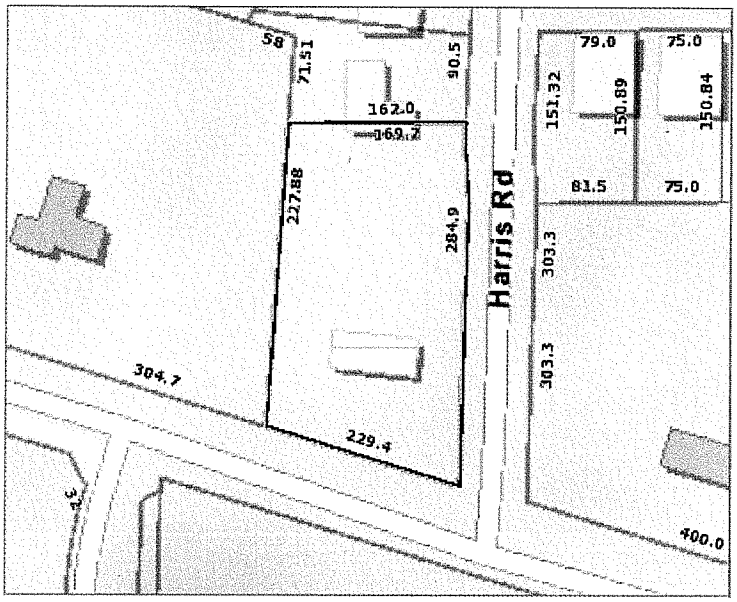
Other Information

Zip Code	30076
Census Tract	116.11
In Less Developed Census Tract	No

Aerial View



Property Map



Vicinity Map

Property Profile for **1130 UPPER HEMBREE RD**

Property Tax Information

Tax Year	2018
Parcel ID	12 223005500833
Property Address	1130 UPPER HEMBREE RD
Owner	HARE ELINOR ET AL
Mailing Address	205 HUNTERS VW ROSWELL GA 30075
Total Appraisal	$450,000
Improvement Appraisal	$117,100
Land Appraisal	$332,900
Assessment	$180,000
Tax District	10
Land Area	1.4 ac
Property Class	Commercial Lots
Land Use Class	Residential on Commercial Land
TAD	
CID	

Zoning

Zoning Class	not available
Overlay District	
2035 Future Development	not available

Political

Municipality	Alpharetta
Commission District	2
Commission Person	Bob Ellis
Council District	LRG
Council Person	Dan Merkel, Jason Binder, Jim Gilvin, Chris Owens, Mike Kennedy, Donald Mitchell
Voting Precinct	AP022
Poll Location	Alpharetta Community Cen, 175 Roswell St
Congressional District	006
State Senate District	056
State House District	049

School Zones

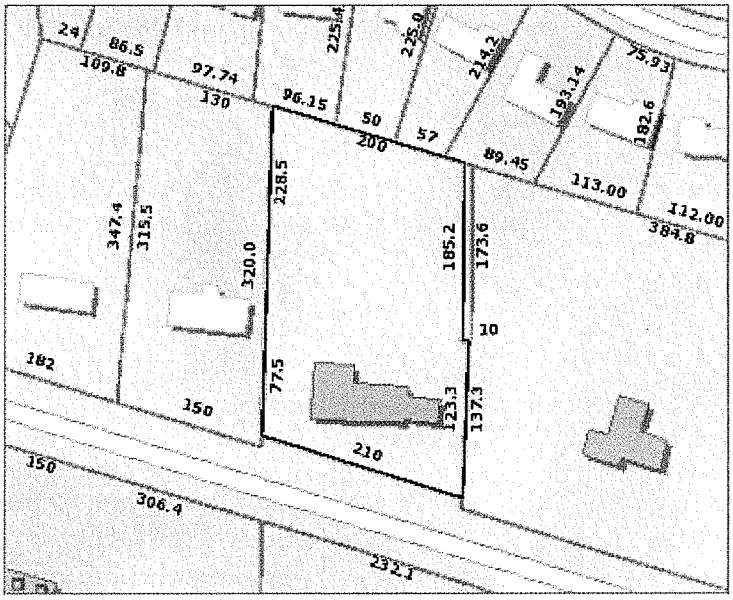
Elementary School	Hembree Springs
Middle School	Elkins Pointe
High School	Milton

Other Information

Zip Code	30076
Census Tract	116.11
In Less Developed Census Tract	No

Aerial View

Property Map



Vicinity Map

Property Profile for **11910 HARRIS RD**

Property Tax Information

Tax Year	2018
Parcel ID	12 223105510013
Property Address	11910 HARRIS RD
Owner	MATIKEEVA KINNEY SAIRAGUL & KINNEY ANTHONY ROBERT
Mailing Address	11910 HARRIS RD ROSWELL GA 30076
Total Appraisal	$221,800
Improvement Appraisal	$191,200
Land Appraisal	$30,600
Assessment	$88,720
Tax District	10
Land Area	0.3381 ac
Property Class	Residential Lots
Land Use Class	Residential 1 family
TAD	
CID	

Zoning

Zoning Class	not available
Overlay District	
2035 Future Development	not available

Political

Municipality	Alpharetta
Commission District	2
Commission Person	Bob Ellis
Council District	LRG
Council Person	Dan Merkel, Jason Binder, Jim Gilvin, Chris Owens, Mike Kennedy, Donald Mitchell
Voting Precinct	AP022
Poll Location	Alpharetta Community Cen, 175 Roswell St
Congressional District	006
State Senate District	056
State House District	049

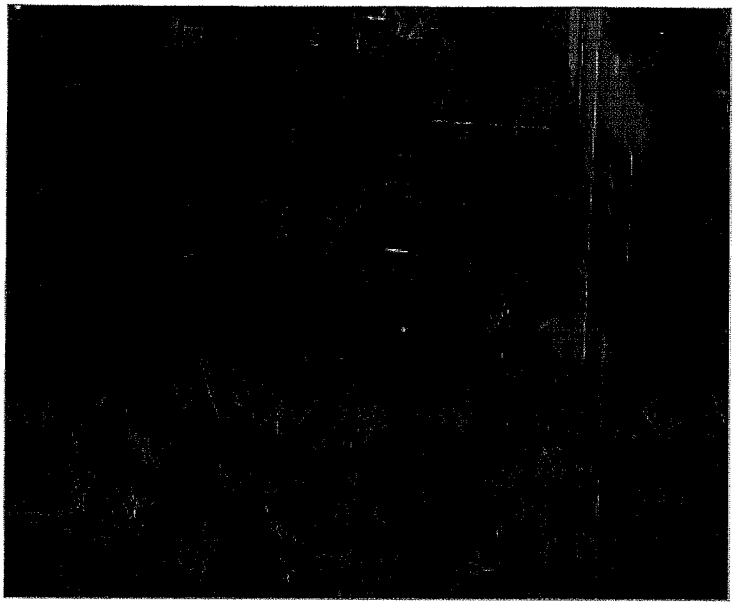
School Zones

Elementary School	Hembree Springs
Middle School	Northwestern
High School	Milton

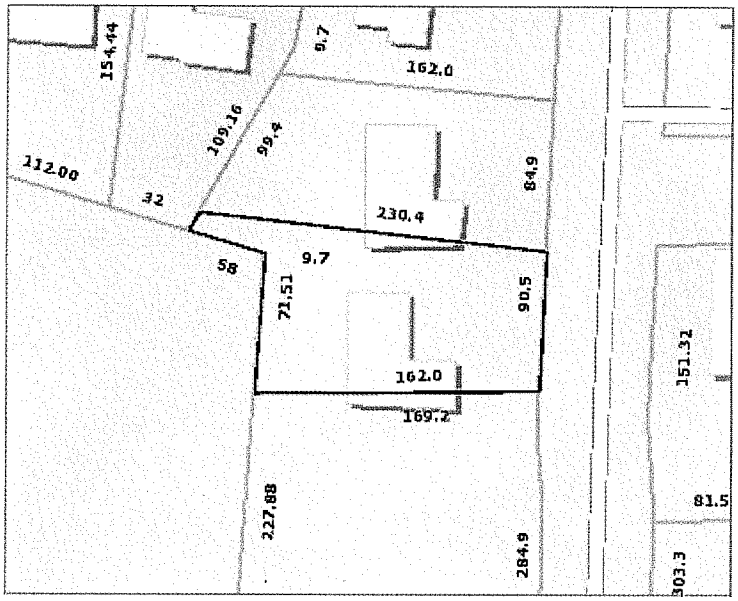
Other Information

Zip Code	30076
Census Tract	116.11
In Less Developed Census Tract	No

Aerial View



Property Map



Vicinity Map

Property Profile for **11920 HARRIS RD**

Property Tax Information

Tax Year	2018
Parcel ID	12 223105510021
Property Address	11920 HARRIS RD
Owner	BARNETT MARK D
Mailing Address	11920 HARRIS RD ROSWELL GA 30076
Total Appraisal	$362,900
Improvement Appraisal	$304,100
Land Appraisal	$58,800
Assessment	$145,160
Tax District	10
Land Area	0.3825 ac
Property Class	Residential Lots
Land Use Class	Residential 1 family
TAD	
CID	

Zoning

Zoning Class	not available
Overlay District	
2035 Future Development	not available

Political

Municipality	Alpharetta
Commission District	2
Commission Person	Bob Ellis
Council District	LRG
Council Person	Dan Merkel, Jason Binder, Jim Gilvin, Chris Owens, Mike Kennedy, Donald Mitchell
Voting Precinct	AP022
Poll Location	Alpharetta Community Cen, 175 Roswell St
Congressional District	006
State Senate District	056
State House District	049

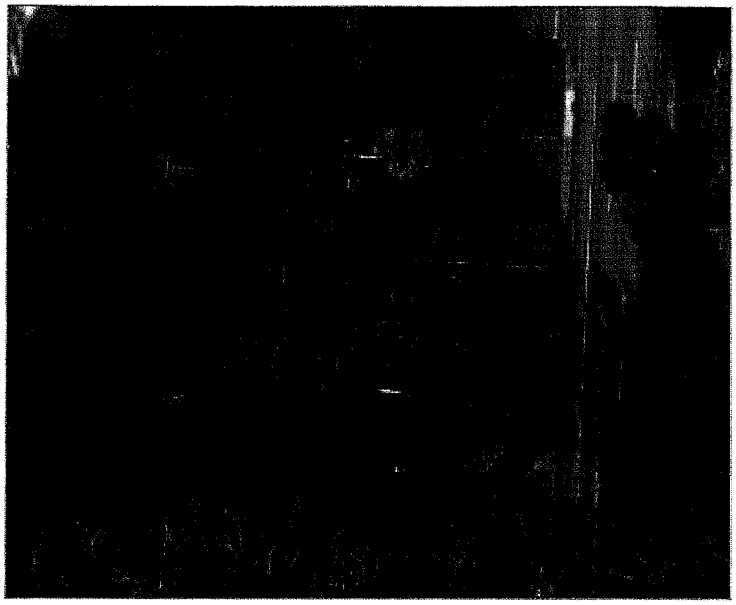
School Zones

Elementary School	Hembree Springs
Middle School	Northwestern
High School	Milton

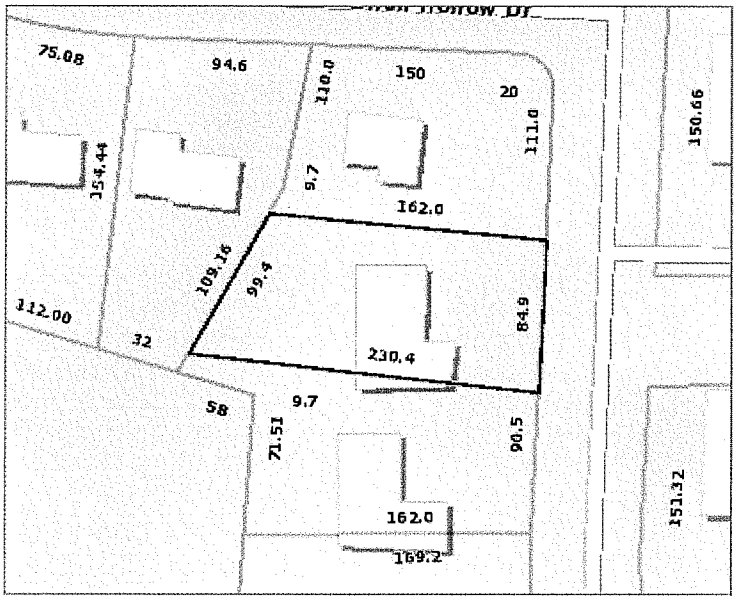
Other Information

Zip Code	30076
Census Tract	116.11
In Less Developed Census Tract	No

Aerial View



Property Map



Vicinity Map

Property Profile for **8500 BIRCH HOLLOW DR**

Property Tax Information

Tax Year	2018
Parcel ID	12 223105510039
Property Address	8500 BIRCH HOLLOW DR
Owner	MAGUIRE ANNELYSS K & MAGUIRE GREG
Mailing Address	8500 BIRCH HOLLOW DR ROSWELL GA 30076
Total Appraisal	$303,000
Improvement Appraisal	$225,800
Land Appraisal	$77,200
Assessment	$121,200
Tax District	10
Land Area	0.4454 ac
Property Class	Residential Lots
Land Use Class	Residential 1 family
TAD	
CID	

Zoning

Zoning Class	not available
Overlay District	
2035 Future Development	not available

Political

Municipality	Alpharetta
Commission District	2
Commission Person	Bob Ellis
Council District	LRG
Council Person	Dan Merkel, Jason Binder, Jim Gilvin, Chris Owens, Mike Kennedy, Donald Mitchell
Voting Precinct	AP022
Poll Location	Alpharetta Community Cen, 175 Roswell St
Congressional District	006
State Senate District	056
State House District	049

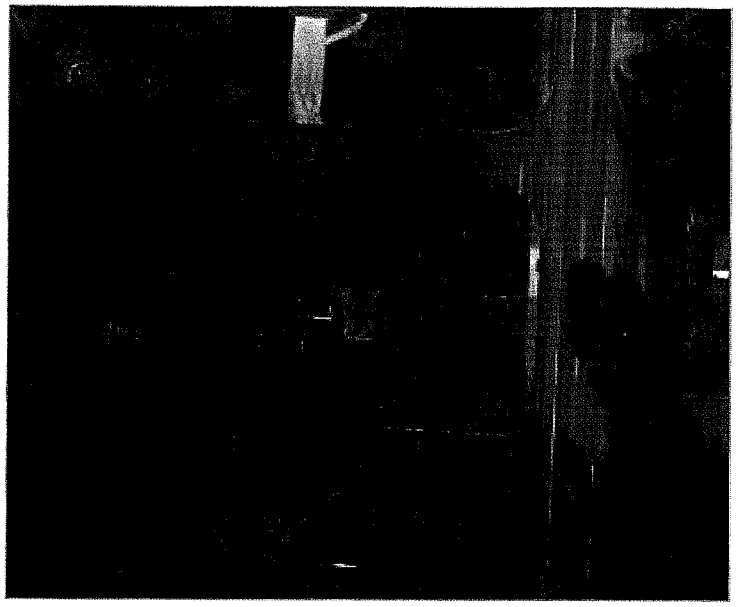
School Zones

Elementary School	Hembree Springs
Middle School	Northwestern
High School	Milton

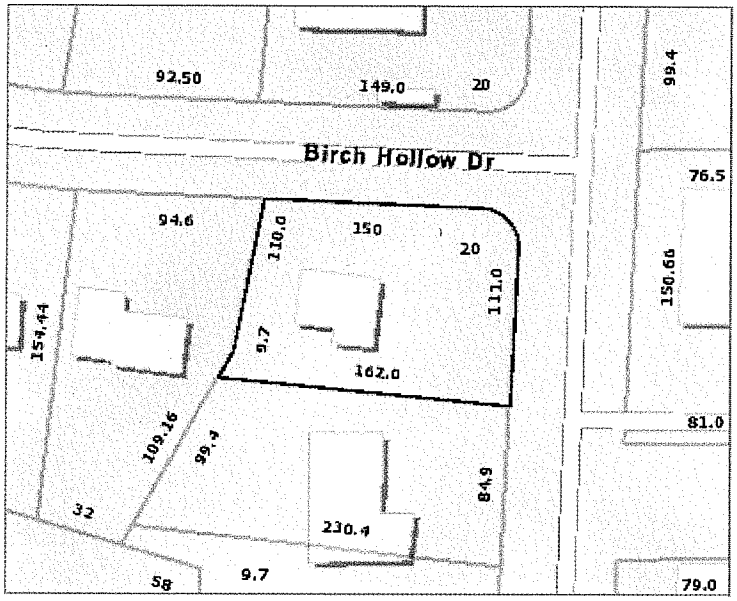
Other Information

Zip Code	30076
Census Tract	116.11
In Less Developed Census Tract	No

Aerial View



Property Map



Vicinity Map

Property Profile for **8510 BIRCH HOLLOW DR**

Property Tax Information

Tax Year	2018
Parcel ID	12 223105510047
Property Address	8510 BIRCH HOLLOW DR
Owner	GARNETT LYNDEE L
Mailing Address	8510 BIRCH HOLLOW DR ROSWELL GA 30076
Total Appraisal	$304,100
Improvement Appraisal	$237,300
Land Appraisal	$66,800
Assessment	$121,640
Tax District	10
Land Area	0.2697 ac
Property Class	Residential Lots
Land Use Class	Residential 1 family
TAD	
CID	

Zoning

Zoning Class	not available
Overlay District	
2035 Future Development	not available

Political

Municipality	Alpharetta
Commission District	2
Commission Person	Bob Ellis
Council District	LRG
Council Person	Dan Merkel, Jason Binder, Jim Gilvin, Chris Owens, Mike Kennedy, Donald Mitchell
Voting Precinct	AP022
Poll Location	Alpharetta Community Cen, 175 Roswell St
Congressional District	006
State Senate District	056
State House District	049

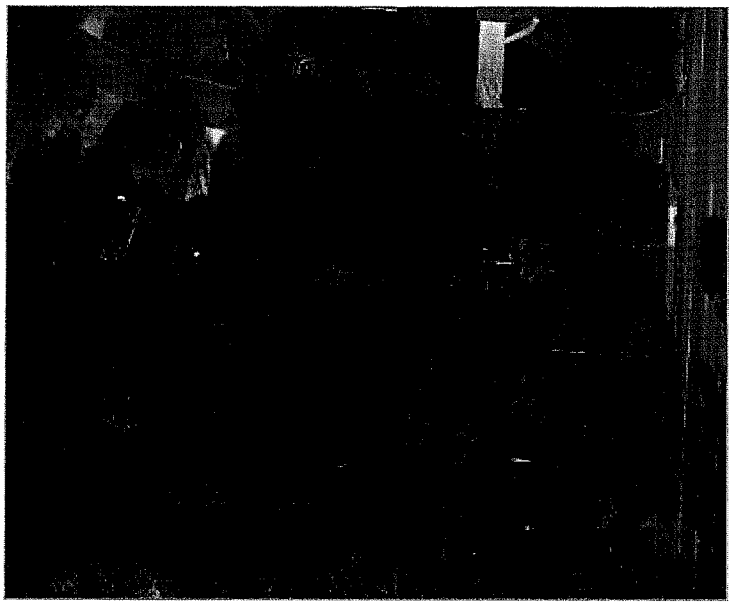
School Zones

Elementary School	Hembree Springs
Middle School	Northwestern
High School	Milton

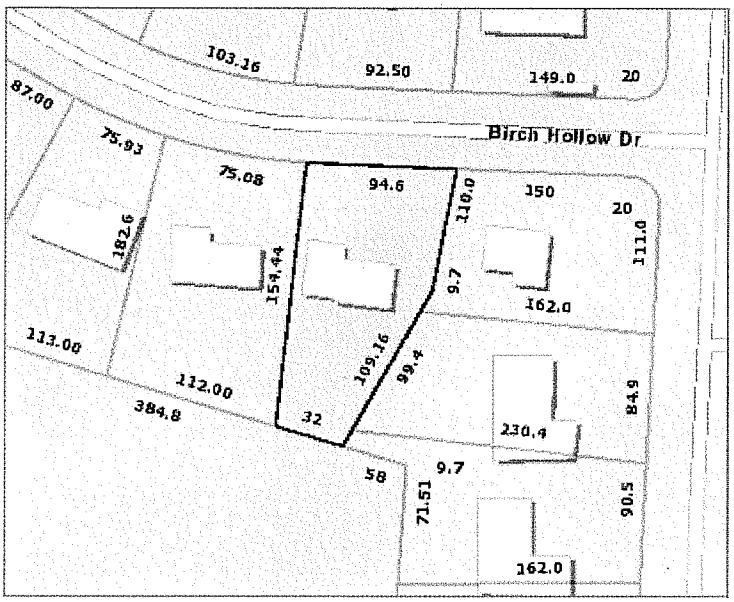
Other Information

Zip Code	30076
Census Tract	116.11
In Less Developed Census Tract	No

Aerial View



Property Map



Vicinity Map

Property Profile for **8520 BIRCH HOLLOW DR**

Property Tax Information

Tax Year	2018
Parcel ID	12 223105510054
Property Address	8520 BIRCH HOLLOW DR
Owner	TURNER STEVEN RUSSELL & STEWART JENNIFER LEE
Mailing Address	8520 BIRCH HOLLOW DR ROSWELL GA 30076
Total Appraisal	$283,100
Improvement Appraisal	$209,000
Land Appraisal	$74,100
Assessment	$113,240
Tax District	10
Land Area	0.3928 ac
Property Class	Residential Lots
Land Use Class	Residential 1 family
TAD	
CID	

Zoning

Zoning Class	not available
Overlay District	
2035 Future Development	not available

Political

Municipality	Alpharetta
Commission District	2
Commission Person	Bob Ellis
Council District	LRG
Council Person	Dan Merkel, Jason Binder, Jim Gilvin, Chris Owens, Mike Kennedy, Donald Mitchell
Voting Precinct	AP022
Poll Location	Alpharetta Community Cen, 175 Roswell St
Congressional District	006
State Senate District	056
State House District	049

School Zones

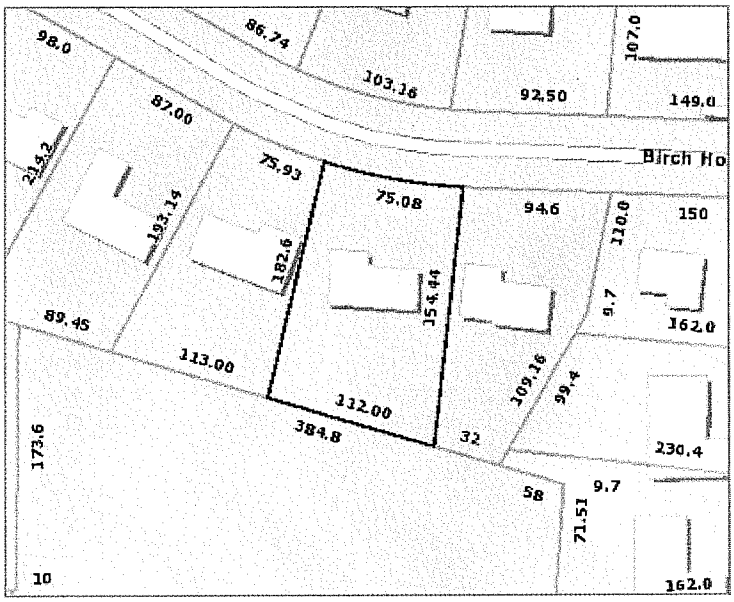
Elementary School	Hembree Springs
Middle School	Northwestern
High School	Milton

Other Information

Zip Code	30076
Census Tract	116.11
In Less Developed Census Tract	No

Aerial View

Property Map



Vicinity Map

Property Profile for **8530 BIRCH HOLLOW DR**

Property Tax Information

Tax Year	2018
Parcel ID	12 223105510062
Property Address	8530 BIRCH HOLLOW DR
Owner	CHERYL L GORMAN REVOCABLE TRUST THE
Mailing Address	8530 BIRCH HOLLOW DR ROSWELL GA 30076
Total Appraisal	$283,800
Improvement Appraisal	$212,500
Land Appraisal	$71,300
Assessment	$113,520
Tax District	10
Land Area	0.397 ac
Property Class	Residential Lots
Land Use Class	Residential 1 family
TAD	
CID	

Zoning

Zoning Class	not available
Overlay District	
2035 Future Development	not available

Political

Municipality	Alpharetta
Commission District	2
Commission Person	Bob Ellis
Council District	LRG
Council Person	Dan Merkel, Jason Binder, Jim Gilvin, Chris Owens, Mike Kennedy, Donald Mitchell
Voting Precinct	AP022
Poll Location	Alpharetta Community Cen, 175 Roswell St
Congressional District	006
State Senate District	056
State House District	049

School Zones

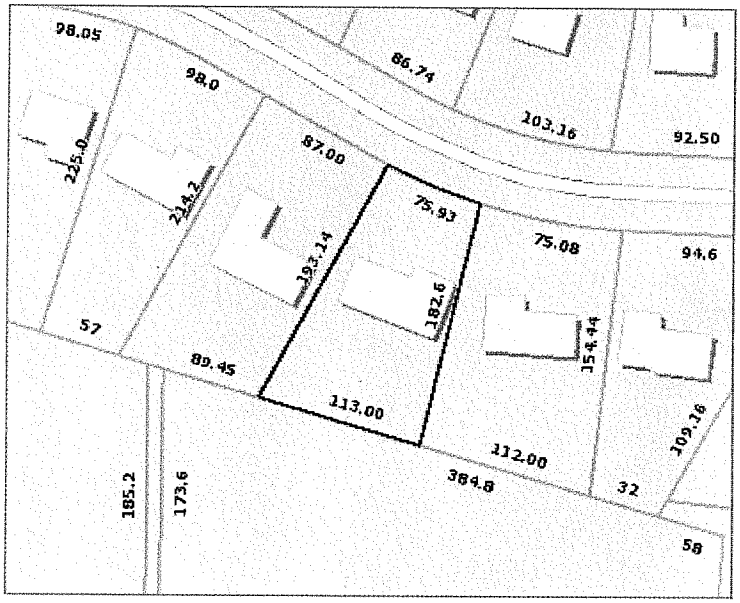
Elementary School	Hembree Springs
Middle School	Northwestern
High School	Milton

Other Information

Zip Code	30076
Census Tract	116.11
In Less Developed Census Tract	No

Aerial View

Property Map



Vicinity Map

Property Profile for **8540 BIRCH HOLLOW DR**

Property Tax Information

Tax Year	2018
Parcel ID	12 223105510070
Property Address	8540 BIRCH HOLLOW DR
Owner	BECKER GARY L & BECKER MARY L
Mailing Address	8540 BIRCH HOLLOW DR ROSWELL GA 30076
Total Appraisal	$240,000
Improvement Appraisal	$190,100
Land Appraisal	$49,900
Assessment	$96,000
Tax District	10
Land Area	0.4111 ac
Property Class	Residential Lots
Land Use Class	Residential 1 family
TAD	
CID	

Zoning

Zoning Class	not available
Overlay District	
2035 Future Development	not available

Political

Municipality	Alpharetta
Commission District	2
Commission Person	Bob Ellis
Council District	LRG
Council Person	Dan Merkel, Jason Binder, Jim Gilvin, Chris Owens, Mike Kennedy, Donald Mitchell
Voting Precinct	AP022
Poll Location	Alpharetta Community Cen, 175 Roswell St
Congressional District	006
State Senate District	056
State House District	049

School Zones

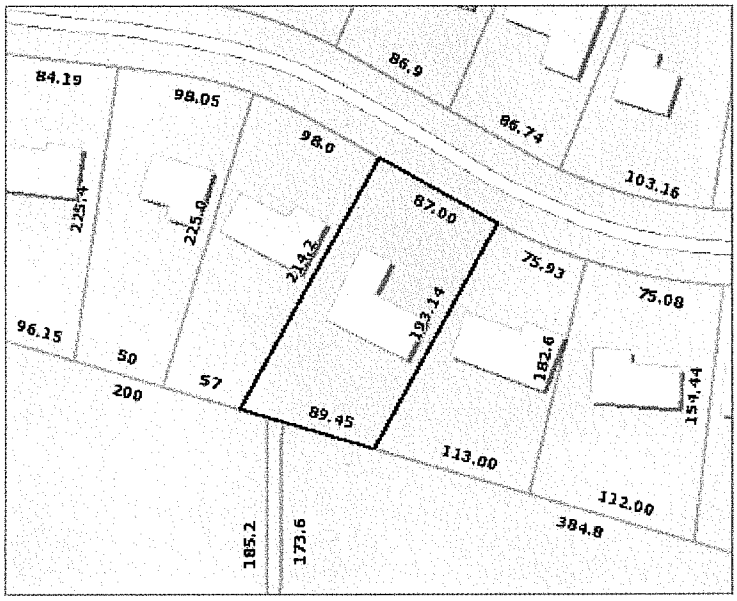
Elementary School	Hembree Springs
Middle School	Northwestern
High School	Milton

Other Information

Zip Code	30076
Census Tract	116.11
In Less Developed Census Tract	No

Aerial View

Property Map



Vicinity Map

Property Profile for **8550 BIRCH HOLLOW DR**

Property Tax Information

Tax Year	2018
Parcel ID	12 223105510088
Property Address	8550 BIRCH HOLLOW DR
Owner	LATKA JAN P & ZAMBRANA GEORGINA
Mailing Address	8550 BIRCH HOLLOW DR ROSWELL GA 30076-1175
Total Appraisal	$330,100
Improvement Appraisal	$256,300
Land Appraisal	$73,800
Assessment	$132,040
Tax District	10
Land Area	0.388 ac
Property Class	Residential Lots
Land Use Class	Residential 1 family
TAD	
CID	

Zoning

Zoning Class	not available
Overlay District	
2035 Future Development	not available

Political

Municipality	Alpharetta
Commission District	2
Commission Person	Bob Ellis
Council District	LRG
Council Person	Dan Merkel, Jason Binder, Jim Gilvin, Chris Owens, Mike Kennedy, Donald Mitchell
Voting Precinct	AP022
Poll Location	Alpharetta Community Cen, 175 Roswell St
Congressional District	006
State Senate District	056
State House District	049

School Zones

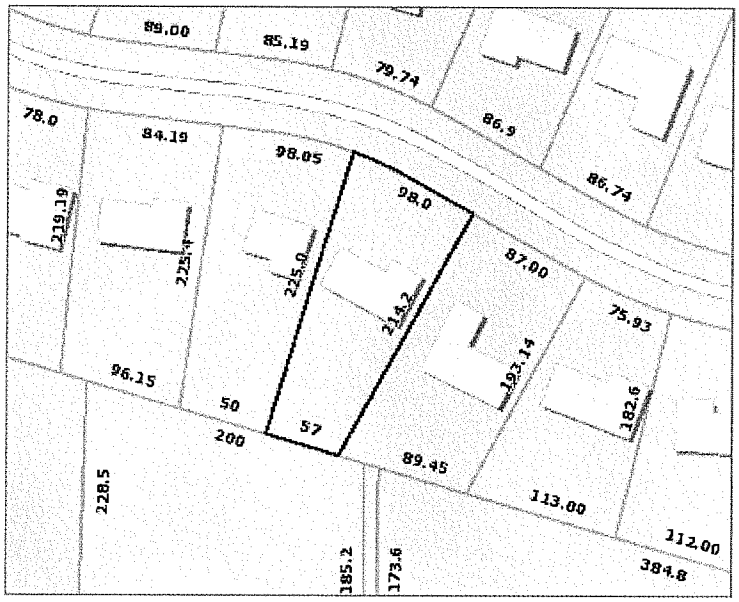
Elementary School	Hembree Springs
Middle School	Northwestern
High School	Milton

Other Information

Zip Code	30076
Census Tract	116.11
In Less Developed Census Tract	No

Aerial View

Property Map



Vicinity Map

Property Profile for **0 POINTE RD**

Property Tax Information

Tax Year	2018
Parcel ID	12 223005500932
Property Address	0 POINTE RD
Owner	SOUTHFUND PARTNERS I
Mailing Address	270 CARPENTER DR STE 520 ATLANTA GA 30328
Total Appraisal	$605,100
Improvement Appraisal	not available
Land Appraisal	$605,100
Assessment	$242,040
Tax District	10
Land Area	2.22 ac
Property Class	Commercial Small Tracts
Land Use Class	Vacant Commercial Land
TAD	
CID	

Zoning

Zoning Class	not available
Overlay District	
2035 Future Development	not available

Political

Municipality	Alpharetta
Commission District	2
Commission Person	Bob Ellis
Council District	LRG
Council Person	Dan Merkel, Jason Binder, Jim Gilvin, Chris Owens, Mike Kennedy, Donald Mitchell
Voting Precinct	AP022
Poll Location	Alpharetta Community Cen, 175 Roswell St
Congressional District	006
State Senate District	056
State House District	049

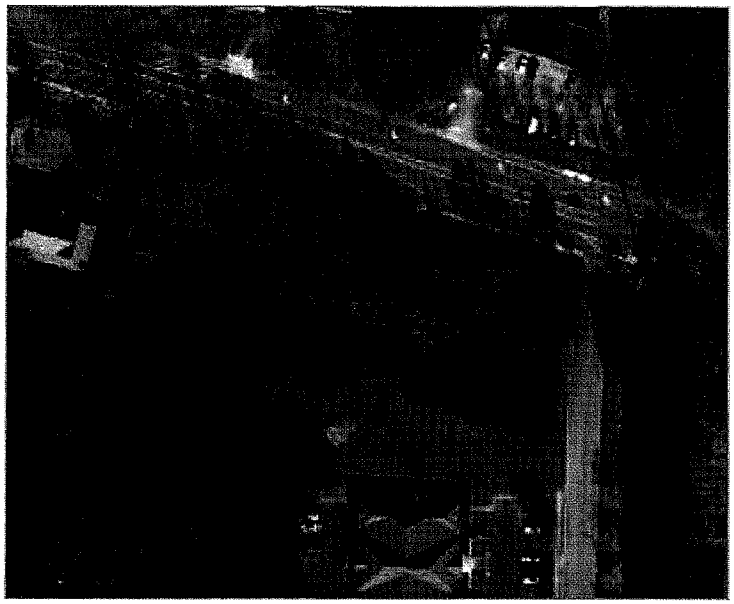
School Zones

Elementary School	Hembree Springs
Middle School	Elkins Pointe
High School	Milton

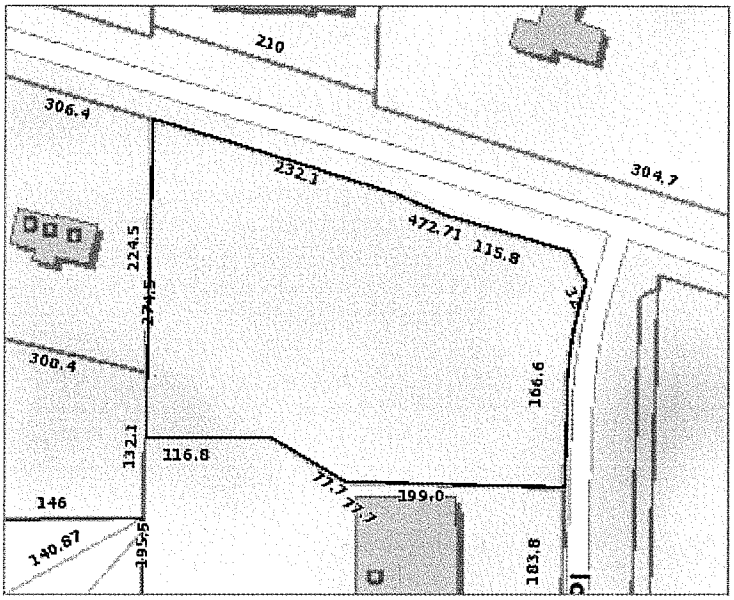
Other Information

Zip Code	30076
Census Tract	116.11
In Less Developed Census Tract	No

Aerial View



Property Map



Vicinity Map

Property Profile for **1180 UPPER HEMBREE RD**

Property Tax Information

Tax Year	2018
Parcel ID	12 223005500825
Property Address	1180 UPPER HEMBREE RD
Owner	WHOLE FOODS MARKET GROUP INC
Mailing Address	550 BOWIE ST AUSTIN TX 78703
Total Appraisal	$10,022,000
Improvement Appraisal	$5,203,200
Land Appraisal	$4,818,800
Assessment	$4,008,800
Tax District	10
Land Area	19.8 ac
Property Class	Commercial Large Tracts
Land Use Class	Supermarket
TAD	
CID	

Zoning

Zoning Class	not available
Overlay District	
2035 Future Development	not available

Political

Municipality	Alpharetta
Commission District	2
Commission Person	Bob Ellis
Council District	LRG
Council Person	Dan Merkel, Jason Binder, Jim Gilvin, Chris Owens, Mike Kennedy, Donald Mitchell
Voting Precinct	AP022
Poll Location	Alpharetta Community Cen, 175 Roswell St
Congressional District	006
State Senate District	056
State House District	049

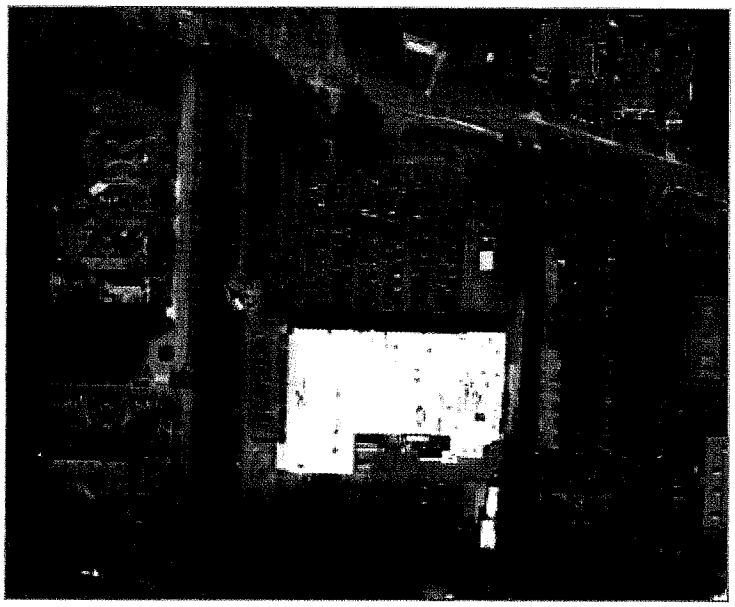
School Zones

Elementary School	Hembree Springs
Middle School	Elkins Pointe
High School	Milton

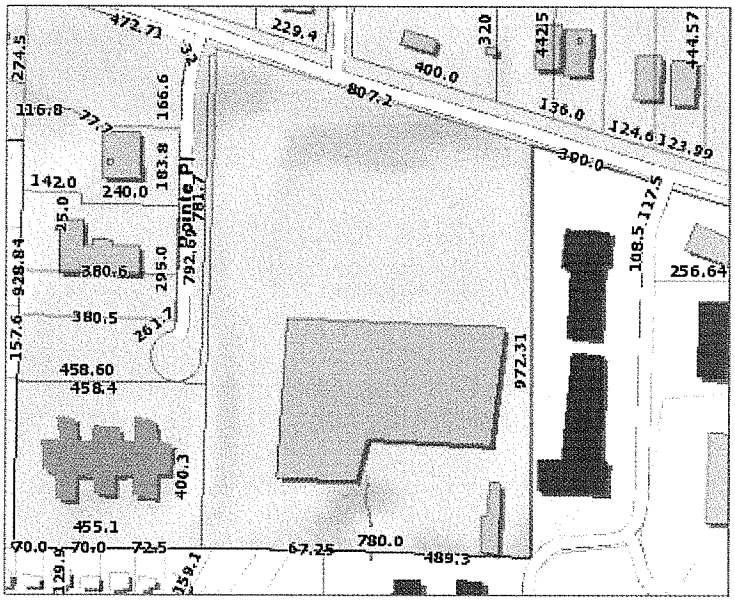
Other Information

Zip Code	30076
Census Tract	116.11
In Less Developed Census Tract	No

Aerial View



Property Map



Vicinity Map

Dr. Rebecca Lynne Banner, Veterinarian

Dr. Rebecca Lynne Banner will be the sole veterinarian. She started working in an animal hospital when she was eleven years old. It is her passion and it shows. She feels blessed to say that she has never worked a day in her life.

Dr. Banner graduated from Tuskegee University School of Veterinary Medicine in 1993. She worked in Marietta at Animal Medical Care Center for three years before joining Dr. Carl Chapman's practice Pets Are People Too in Roswell Ga. She remained at Pets Are People Too for 15 years. After the first year, she was appointed Hospital Director. This position she held until she left in 2009. The clinic was grossing $300,000 when Dr. Banner arrived and upon departure was grossing well over 2 million dollars with only two veterinarians.

From July 2009 until July 2011 Dr. Banner worked as an associate at Animal Medical Care Center of Lady's Island, SC after moving closer to her family to take care of her father. She was the only full-time veterinarian at the practice with the owner stepping back to part-time hours. After joining the practice, the clinic's client base grew by 28% and increased its revenue by 34%.

After helping care for her father Dr. Banner moved back "home." From 2011 to 2017 she worked with an internal medicine group, Greater Atlanta Veterinary Medical Group in Marietta. Over the previous 18 years this is the hospital that Dr. Banner referred her clients to for internal medicine when needed. During her tenure, she gathered a dedicated following of clients and rescue groups.

She is currently working, until Paw Patch Animal Clinic is opened, at 2 different clinics to serve her client's needs: Crossville Animal Clinic and Butler Creek Animal Hospital. Her dedicated rescue and private clients have faithfully followed her through this transition.

She has an amazing client base and following that she considers family. Clients have even driven their pets from GA to SC for treatment and surgery. She knows how lucky she is to have such dedicated clients, and she is excited to serve them in her own clinic later this year.

We intend to build a small animal veterinary clinic at the exiting space of 1150 Upper Hembree Road. The practice will primarily focus on dogs and cats, with some small "pocket pets" (such as hamsters, guinea pigs and rabbits) as our patients.

Our primary function will be serving sick animals, surgery and routine wellness care. We will sometimes have hospitalized patients that require overnight monitoring. Hospital patients will be 100% indoor, and no outdoor kennels will be on the premises. Dogs will be leash walked only within a fenced area on property to attend to their needs. Cats and smaller pets will be treated 100% indoors.

We do not foresee the need to make external changes to the existing structure at this time. We intend to use the existing space and grounds to have minimal impact on surrounding businesses and homes. We would like to add a privacy fence to the back area of the property for the security of monitored dog walking.

The management team will consist of Dr. Banner as Veterinarian, and three additional crucial people: office manager, medical manager, and lead technician We have additional outstanding staff members prepared to come on board with our hospital, all of whom have years of experience and share our vision, values and mission.

CITIZEN PARTICIPATION FORM - PART B

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

Public Hearing or Project Name: 1150 Upper Hembree Road

Contact Name: Scott Hutchison Telephone: 404-234-9740

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

We have not received any response or feedback.

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

- [x] Letter
- [ ] Personal Visits
- [ ] Telephone
- [ ] Group Meeting
- [ ] Email
- [ ] Other *(Please Specify)* _____

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

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

Signature of Authorized Agent: _____ Date: 6/18/18

Print Form

June 1st, 2018

City of Alpharetta
2 Park Plaza
Alpharetta, GA 30009

Re: Rezoning Application by Wilson Hutchison Realty, LLC for 1150 Upper Hembree Road, Alpharetta, GA; approval for Veterinary Practice

Dear Property Owner:

Wilson Hutchison Realty, LLC has filed an application for rezoning of 1150 Upper Hembree Road, Alpharetta, GA to permit the space be used as a veterinarian practice. The primary function will be serving sick animals, surgery and routine wellness care. On occasion the practice will have hospitalized patients that require overnight monitoring. Hospital patients will be 100% indoor, and no outdoor kennels will be on the premises. Dogs will be leash walked only within a fenced area on property to attend to their needs. Cats and smaller pets will be treated 100% indoors.

There is no foreseeable need to make external changes to the existing structure at this time. The Vet intends to use the existing space and grounds and to have minimal impact on surrounding businesses and homes. The practice would like to add a privacy fence to the back area of the property for the security of monitored dog walking.

The Planning Commission meeting is Thursday July 12th, 2018 at 6:30 pm located at the Alpharetta City Hall Council at 2 Park Plaza, Alpharetta, GA. The City Council meeting will be on Monday August 6th, 2018 at 6:30 pm also located at the Alpharetta City Hall Council.

Should you have any further questions or would like further information, please contact Scott Hutchison at 770-242-7917 x2 or my assistant Morgan at morgan@wilsonhutch.com.

Sincerely,

Scott Hutchison
Wilson Hutchison Realty, LLC

ACHARYA NARASIMHA & ANURADHA
Or Current Property Owner
8590 BIRCH HOLLOW DR
ROSWELL GA 30076

ATTOKAREN JOHN
Or Current Property Owner
15942 MANOR CLUB DR
ALPHARETTA GA 30004

BARNETT MARK D
Or Current Property Owner
11920 HARRIS RD
ROSWELL GA 30076

BECKER GARY L & BECKER MARY L
Or Current Property Owner
8540 BIRCH HOLLOW DR
ROSWELL GA 30076

BLACKSTAD GARY R & CYNTHIA A
Or Current Property Owner
8561 BIRCH HOLLOW DR
ROSWELL GA 30076

BLANCO MILAGRO
Or Current Property Owner
4201 HARRIS RIDGE CT
ROSWELL GA 30076

BRENNER MARGARET ALEXANDER
Or Current Property Owner
8610 BIRCH HOLLOW DR
ROSWELL GA 30076

BROADWAY MICHAEL J & DEBRA W
Or Current Property Owner
8591 BIRCH HOLLOW DR
ROSWELL GA 30076

CASTRO CARLOS M & PEREZ ROSAS ROSA M
Or Current Property Owner
1190 UPPER HEMBREE RD
ROSWELL GA 30076

DAVIS RAY C
Or Current Property Owner
1105 UPPER HEMBREE RD STE C
ROSWELL GA 30076-0912

DORSETT DAVID EDWARDS & DORSETT LAUREN MARIE
Or Current Property Owner
1060 TAYLOR OAKS DR
ROSWELL GA 30076

DUFFY JAIME & DUFFY GRANT
Or Current Property Owner
4200 HARRIS RIDGE CT
ROSWELL GA 30076

DWM FAMILY TRUST THE
Or Current Property Owner
3522 ASHFORD DUNWOODY RD # 249
ATLANTA GA 30319

DYON WILLIAM C JR
Or Current Property Owner
8551 BIRCH HOLLOW DR
ROSWELL GA 30076

ECHOLS BRANDON T
Or Current Property Owner
1070 TAYLOR OAKS DR
ROSWELL GA 30076

FADDEN GARRETT & FADDEN JESSICA
Or Current Property Owner
8570 BIRCH HOLLOW DR
ROSWELL GA 30076

GALINAITIS RICHARD
Or Current Property Owner
8521 BIRCH HOLLOW DR
ROSWELL GA 30076-1176

GARNETT LYNDEE L
Or Current Property Owner
8510 BIRCH HOLLOW DR
ROSWELL GA 30076

GEORGIA CENTER FOR PSYCHIATRIC SERVICES P C
Or Current Property Owner
1115 UPPER HEMBREE RD SUITE B
ROSWELL GA 30076

GORMAN CHERYL
Or Current Property Owner
8530 BIRCH HOLLOW DR
ROSWELL GA 30076-1175

GRAFT JEANNETTE & JAMES
Or Current Property Owner
140 BAY COLT RD
ALPHARETTA GA 30004

GRIFFIN REVOCABLE TRUST THE
Or Current Property Owner
1050 TAYLOR OAKS DR
ROSWELL GA 30076

GUY-RICE BONNA K RICE DENNIS
Or Current Property Owner
4204 HARRIS RIDGE CT
ROSWELL GA 30076

HARBEN ALAN
Or Current Property Owner
11775 POINTE PL # 103
ROSWELL GA 30076

HARE ELINOR ET AL
Or Current Property Owner
2402 VILLAGE LN
ROSWELL GA 30075

HARRIS COMMONS COMMUNITY ASSOCIATION INC .
Or Current Property Owner
1100 NORTHMEADOW PKWY STE 114
ROSWELL GA 30076

HEMBREE POINTE PROS LLC
Or Current Property Owner
11775 POINTE PL # 101
ROSWELL GA 30076-4636

HEMBREE POINTE PROS LLC
Or Current Property Owner
11775 POINTE PL #104
ROSWELL GA 30076-4636

HEMBREE POINTE PROS LLC
Or Current Property Owner
11775 POINTE PL #102
ROSWELL GA 30076

HPA BORROWER 2016 2 LLC
Or Current Property Owner
180 N STETSON SUITE 3650
CHICAGO IL 60601

ICREATE LLC
Or Current Property Owner
11755 POINTE PL
ALPHARETTA GA 30076

IRVIN GEORGE O & MARTHA A
Or Current Property Owner
1200 UPPER HEMBREE RD
ROSWELL GA 30076

LANCELLOTTI ROBERT J
Or Current Property Owner
1000 TAYLOR OAKS DR
ROSWELL GA 30076

LATKA JAN P & ZAMBRANA GEORGINA
Or Current Property Owner
8550 BIRCH HOLLOW DR
ROSWELL GA 30076-1175

LOWREY ROBERT N & TAMARA L
Or Current Property Owner
4203 HARRIS RIDGE CT
ROSWELL GA 30076

MAGUIRE ANNELYSS K & MAGUIRE GREG
Or Current Property Owner
8500 BIRCH HOLLOW DR
ROSWELL GA 30076

MALONEY JUDITH A
Or Current Property Owner
8501 BIRCH HOLLOW DR
ROSWELL GA 30076

MC ALONAN KIM JEAN
Or Current Property Owner
8580 BIRCH HOLLOW DR
ROSWELL GA 30075

MILLEN STARR S
Or Current Property Owner
3522 ASHFORD DUNWOODY RD
ATLANTA GA 30319

MORESHEAD ANDREW & BRENDA
Or Current Property Owner
8571 BIRCH HOLLOW DR
ROSWELL GA 30076

MOUNTAIN TOP LEGACY LLC
Or Current Property Owner
11960 HARRIS RD
ROSWELL GA 30076

OLANSKY DERMATOLOGY ASSOC
Or Current Property Owner
3379 PEACHTREE RD # 500
ATLANTA GA 30326

ORAM RICHARD A JR & JOANNE R
Or Current Property Owner
4206 HARRIS RIDGE CT
ROSWELL GA 30076

OSWALD GEORGE JR
Or Current Property Owner
195 FOREST AVE
MARIETTA GA 30060

PERKSA INC
Or Current Property Owner
1100 UPPER HEMBREE RD
ROSWELL GA 30076-1142

RKM FAMILY L P
Or Current Property Owner
1150 UPPER HEMBREE RD
ROSWELL GA 30076

RUSSELL ELAINE L
Or Current Property Owner
4202 HARRIS RIDGE CT
ROSWELL GA 30076

SAFSTROM DAVID D & SHIRLEY E
Or Current Property Owner
8620 BIRCH HOLLOW DR
ROSWELL GA 30076

SCHNEIDER DIANNE
Or Current Property Owner
3055 HARBOR DR
FORT LAUDERDALE FL 33316

SMITH KEVIN R & CLAUDIA L
Or Current Property Owner
8600 BIRCH HOLLOW DR
ROSWELL GA 30076

SOUTHFUND PARTNERS I
Or Current Property Owner
270 CARPENTER DR STE 520
ATLANTA GA 30328

SZ CENTURY ALPHA, LLC
Or Current Property Owner
3965 ASHLEY TRACE CT
LILBURN GA 30047

TOSCANO JOSEPH & SUSAN
Or Current Property Owner
8581 BIRCH HOLLOW DR
ROSWELL GA 30076

TURNER STEVEN RUSSELL & STEWART JENNIFER LEE
Or Current Property Owner
8520 BIRCH HOLLOW DR
ROSWELL GA 30076

VORE STEVEN J & HILARY
Or Current Property Owner
8560 BIRCH HOLLOW DR
ROSWELL GA 30076

WEBB MAUDANE D
Or Current Property Owner
1110 UPPER HEMBREE RD
ROSWELL GA 30076

WHOLE FOODS MARKET GROUP INC
Or Current Property Owner
550 BOWIE ST
AUSTIN TX 78703

WILBURN MARCUS WILBURN LAINA
Or Current Property Owner
4205 HARRIS RIDGE CT
ROSWELL GA 30076

WP BUSINESS SOLUTIONS LLC
Or Current Property Owner
4112 E PONCE DE LEON AVE
CLARKSTON GA 30021

WROBLE LINDA R & BERNARD P
Or Current Property Owner
8511 BIRCH HOLLOW DR
ROSWELL GA 30076

ZOLOTAREV PAUL

Or Current Property Owner

8531 BIRCH HOLLOW DR

ROSWELL GA 30076

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AMEND CHAPTER 4, ARTICLE II, SECTION 4-48 OF THE CODE OF THE CITY OF ALPHARETTA, GEORGIA, TO ALLOW SUNDAY SALES BY THE DRINK BETWEEN 11:00 A.M. AND 12:30 P.M. CONDITIONAL ON APPROVAL IN A REFERENDUM ELECTION; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the Mayor and Council of the City of Alpharetta ("City Council") are charged with the protection of the public health, safety, and welfare of the citizens of the City of Alpharetta; and

WHEREAS, Chapter 4 (Alcoholic Beverages) of The Code of the City of Alpharetta, Georgia provides regulations governing the sale of alcoholic beverages within the City; and

WHEREAS, under Section 4-48 of the of The Code of the City of Alpharetta, Georgia, the City currently allows the sale of alcoholic beverages for consumption on the premises on Sundays from 12:30 P.M. until 12:00 midnight in eating establishments (any licensed establishment that derives at least 50 percent of its total annual gross sales from the sale of prepared food or meals) and hotels (any licensed establishment that derives at least 50 percent of its total annual gross income from the rental of rooms for overnight lodging); and

WHEREAS, Senate Bill 17 became law on May 8, 2018, amending Title 3, Chapter 3, Article 1 of the Official Code of Georgia Annotated and authorizing municipalities to allow the sale of alcoholic beverages for consumption on the premises on Sundays from 11:00 A.M. until 12:30 P.M. in any licensed establishment which derives at least 50 percent of its total annual gross sales from the sale of prepared meals or food and in any licensed establishment which derives at least 50 percent of its total annual gross income from the rental of rooms for overnight lodging, provided that same is approved by voters in a referendum election; and

WHEREAS, the City Council desires to amend Section 4-48 of The Code of the City of Alpharetta, Georgia in order to expand the hours for Sunday sales of alcoholic beverages in eating establishments and hotels, conditioned on voter approval in a referendum election.

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

ORDINANCE NO. _____

Section 1: Section 4-48(2) of The Code of the City of Alpharetta, Georgia (the "Code") is hereby amended by deleting the text "12:30 p.m." and substituting in lieu thereof the text "11:00 a.m.", and by adding the following sentence to the end of the Section: "Notwithstanding the provisions of Section 4-401 and 4-452 permitting outside consumption of alcohol within the downtown district and certain mixed use developments, such sales and outside consumption are strictly prohibited on Sunday from 11:00 a.m. to 12:30 p.m."

Section 2: All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 3: That, in a referendum election to be held on November 6, 2018, if City of Alpharetta voters approve the sale of alcohol by the drink on Sundays between 11:00 a.m. and 12:30 p.m., the ordinance revisions specified in Sections 1 and 2 above shall become effective upon certification of the election result to the Secretary of State and recognition of the election result by written resolution of the Mayor and Council of the City of Alpharetta. If the question of expanded alcohol sales on Sundays is rejected by the voters, the ordinance revisions specified above shall be null and void.

CITY OF ALPHARETTA, GEORGIA

By:_____
Jim Gilvin, Mayor

COUNCIL MEMBERS

_____
Jason Binder

_____
Ben Burnett

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

_____
John Hipes

_____
Dan Merkel

_____
Donald Mitchell

_____
Karen Richard

(SEAL)

Attest:

_____
Coty Thigpen, City Clerk

First Reading_____

Second Reading_____

Adopted_____

2907458

THE AMERICAN HISTORY GUILD

WHERE THE PAST IS ALWAYS PRESENT

11 July 2018

City of Alpharetta
Planning & Zoning
2 Park Plaza
Alpharetta, Georgia 30009

RE: Amendment to Parking Agreement dated March 23rd 2017.

To Whom It May Concern:

The Applicant seeks to correct the above-referenced Parking Agreement, specifically the last sentence Article 3, Section f, which contemplates that the Developer shall have the right to designate up to 10 spaces in the leased property for exclusive use of the developer or its designee.The number of spaces should have been 30 spaces as agreed upon in discussions with the city.

Respectfully,

33 South Main, LLC
John T. Adams, Partner

LIBERTY
★CIGAR COMPANY★

PRESERVATIONIST'S GUILD
BRINGING THE PAST BACK TO LIFE

MOBILE ACADEMY
KNOWLEDGE AT HAND

Suite 401 33 South Main Street Alpharetta, Georgia 30009 • 707-360-1776 • johnadams@theamericanhistoryguild.com • www.theamericanhistoryguild.com

AGREEMENT

THIS AGREEMENT (this "Agreement") is entered into effective as of this 23 day of March, 2017, by and between the City of Alpharetta (the "City") and Old Roswell St, LLC, a Georgia limited liability company ("Developer").

W I T N E S S E T H:

WHEREAS, Developer is the holder of a leasehold interest with respect to certain real property owned by Carlos L. Bagwell, as Trustee, more particularly described in Exhibit A, which is attached hereto and made a part hereof by this reference (the "Leased Property"), pursuant to that certain Lease Agreement and Right of First Offer, dated December 2, 2016, between Carlos L. Bagwell, as Trustee, as Landlord, and Developer, as Tenant, as amended, as evidenced by that certain Memorandum of Lease Agreement and Right of First Offer, dated January 26, 2017, between Carlos L. Bagwell, as Trustee, as Landlord, and Developer, as Tenant, recorded in Deed Book 57253, Page 650, Fulton County, Georgia Records ("Lease Agreement");

WHEREAS, Developer or an affiliate of Developer is the developer of "Liberty Hall," a proposed six-story mixed use building at 33 South Main Street, Alpharetta, Fulton County, Georgia 30009;

WHEREAS, the City and Developer have agreed that Developer shall improve the Leased Property as set forth herein for the purpose of permitting the Leased Property to be used for public parking purposes on the terms and conditions set forth herein; and

WHEREAS, the City and Developer wish to enter into this Agreement to memorialize the agreement of the parties with respect to the matters addressed herein;

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the undersigned do hereby agree as follows:

1. Payments by City to Developer. The City will pay to Developer the aggregate sum of $94,487.19 in consideration of Developer's obligation to improve the Leased Property for parking purposes, which sum is payable as follows:

(i) 50% of such amount upon issuance by the City of all permits necessary for improvement of the Leased Property ("Parking Improvements") as shown on and contemplated by the site plan attached hereto as Exhibit B ("Site Plan") and the budget attached hereto as Exhibit C ("Budget"); and

(ii) The remaining balance shall be paid by the City to Developer upon satisfactory completion of the Parking Improvements and delivery to the City of proof of payment of all expenses.

(iii) The Parking Improvements shall be installed by Developer in a good and workmanlike manner and in accordance with City standards and all other applicable laws, rules, regulations, ordinances, orders, and building and construction codes and standards. Final completion of the Parking Improvements shall be subject to the reasonable approval of the City's Public Works Director.

2. Developer's Agreements. Subject to the City's obligation to make certain payments to Developer as set forth in Paragraph 2 hereof, Developer agrees to construct the Parking Improvements on the Leased Property promptly following the Commencement Date of the Lease and receipt from the City of all necessary permits. Following substantial completion of the Parking Improvements, Developer grants to the City a license to allow the Leased Property to be used for public parking purposes, without cost to the public or the City (except as specifically set forth in this Agreement), for so long as the Lease Agreement remains in effect, subject to the other terms and conditions set forth in this Agreement, but not to exceed six (6) years from the date hereof. If the Lease is terminated or expires for any reason, the City's obligations and Developer's obligation with respect to the Leased Property shall terminate. The City shall have the right from time to time, as approved by Developer, to reserve the right to use the Leased Property for parking for special events. Upon such approval the City shall be responsible for the cost of all signage and additional personnel necessary for use of the Leased Property for such special events. Following any such special events the City shall restore the Leased Property to its previous condition, at the City's expense. If for any reason the Lease is terminated prior to three (3) years, Developer shall

reimburse the City for the cost of the Parking Improvements on a prorata basis.

3. City's Agreements.

(a) The City agrees that the Leased Property meets all zoning requirements and conditions for use for public parking.

(b) The City has been provided a copy of the Lease Agreement, the Site Plan and the Budget.

(c) Developer reserves the right to modify the Lease Agreement from time to time so long as such modification does not prohibit or adversely impact or interfere with the use of the Leased Property for use as a parking lot.

(d) The City acknowledges that the Site Plan and Budget are subject to change from time to time so long as the Site Plan and Budget are not changed in any material or substantial manner so as to prohibit the use of the Leased Property for the purposes contemplated herein.

(e) Provided that Developer has submitted properly completed applications, the City agrees to issue, without delay, any permits necessary to improve the Leased Property as contemplated hereunder, including curb cut permits onto Old Roswell Street as shown on the Site Plan. The City hereby waives fees for such permits, including but not limited to impact fees.

(f) The City agrees that Developer shall have the right to restrict public parking within the Leased Property no more than one (1) time per calendar year to prevent the establishment of prescriptive rights in favor of the City or the public. Such date shall be mutually agreed upon by the parties. In addition, Developer shall have the right to designate up to ten (10) parking spaces within the Leased Property for exclusive use by Developer or its designee.

(g) Developer may hire a parking lot management company to manage the Leased Property. Provided the City has approved the management agreement as provided below, the City shall reimburse Developer for the fees incurred to hire such management company. Developer

shall not enter into a management agreement unless the City has approved such agreement, which approval shall not be unreasonably withheld, delayed or conditioned.

(h) Developer will not be charged with any tree recompense for trees removed in connection with the grading and construction of the Parking Improvements.

(i) Neither the Leased Property nor the Parking Improvements shall be dedicated to the City.

(j) The City's rights under this Agreement are subject to the terms of the Lease, and the City agrees that it will not violate the terms of the Lease or cause a breach of the Lease.

(k) The City shall not charge a fee for use by the public of the Leased Property for parking purposes unless the City and the Developer enter into a separate agreement.

4. Force Majeure. If any party is delayed or hindered in or prevented from the performance of any act required to be performed by such party by reason of Acts of God, strikes, lockouts, unavailability of materials, failure of power, prohibitive governmental laws or regulations, riots, insurrections, the act or failure to act of the other party, adverse weather conditions preventing the performance of work as certified to by an engineer or contractor, war or other reason beyond such party's control, then the time for performance of such act will be extended for a period equivalent to the period of such delay. Lack of adequate funds or financial inability to perform will not be deemed to be a cause beyond the control of such party.

5. Utilities. The City shall pay, as and when due, charges for utilities and other services furnished to the Leased Property for the operation of a parking lot. The provisions of this Paragraph shall survive the expiration or termination of this Agreement until all amounts due and payable hereunder have been paid in full.

6. Repairs and Maintenance by Developer. Developer shall not be obligated to make any repairs or replacements or maintain the Leased Property during the term of this Agreement, except for damage to the Leased Property resulting from the intentional or negligent acts of Developer.

7. Repairs and Maintenance by the City. Except as provided in Paragraph 6 above, the City covenants and agrees, at its sole cost, risk, expense and liability, to repair, maintain, and replace as necessary, and keep and maintain the Leased Property in good, clean and safe repair and condition, and in compliance with all governmental regulations, including all improvements, equipment, fixtures and systems located therein or affixed thereto.

8. Rights Cumulative. All rights, remedies, powers and privileges conferred under this Agreement on Developer shall be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred by law.

9. Liens. The City hereby indemnifies Developer against, and shall keep all portions of the Leased Property free from liens for any work performed, material furnished or obligations incurred by the City. Should any liens or claims be filed against all or any portion of the Leased Property by reason of the City's acts or omissions, the City shall cause same to be discharged by bond or otherwise within thirty (30) days following notice thereof. If the City fails to cause any such lien or claim to be discharged within the required time, Developer may cause same to be discharged and may make any payment that Developer, in its reasonable judgment, considers necessary, desirable or proper in order to do so. All amounts paid by Developer shall bear interest at the rate of twelve percent (12%) per annum (the "Default Rate of Interest") from the date of payment by Developer and shall be payable by the City to Developer upon written demand. The provisions of this Paragraph shall survive the expiration or termination of this Agreement.

10. Improvements to the Leased Property. The City may not make any alterations to the Leased Property without Developer's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned.

11. Subletting and Assignment. The City shall not have the right to assign this Agreement without Developer's prior written consent, which may be withheld in Developer's sole and absolute discretion. Notwithstanding any permitted assignment or subletting, the City shall remain liable for the full and complete performance, satisfaction and compliance with each and every agreement, term, covenant, condition, requirement, provision and restriction of this Agreement.

12. Insurance. The parties shall each maintain all risks insurance adequate to insure their respective risks associated with the Leased Property.

13. Governmental Regulations. The City agrees, at its sole cost, risk, expense and liability, to promptly comply with all requirements of any legally constituted public authority made necessary by reason of the City's use or occupancy of the Leased Property or otherwise applicable to the Leased Property.

14. Non-Waiver. No delay or omission of any party in the exercise of any right accruing upon any default of any other party will impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other party will not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. Except as otherwise specifically provided in this Agreement, (i) no remedy provided in this Agreement will be exclusive, each will be cumulative with all other remedies provided in this Agreement and (ii) all remedies at law or in equity will be available.

15. Default. In the event either party shall fail to perform its obligations under this Agreement ("Defaulting Party"), then the other party ("Non-Defaulting Party") shall have the right to declare the Defaulting Party in default hereunder, terminate this Agreement and/or to exercise any other right or remedy available under this Agreement, at law or in equity. Notwithstanding anything in this Agreement to the contrary, the Non-Defaulting Party may not declare the Defaulting Party in default unless and until the Non-Defaulting Party has delivered to the Defaulting Party written notice of the alleged default, and the Defaulting Party receiving such notice has failed to cure such default within thirty (30) days thereafter. In any action at law or in equity between the parties hereto occasioned by a default hereunder, the prevailing party shall be entitled to collect its reasonable attorneys' fees and court costs actually incurred in the action from the non-prevailing party.

16. Notices. All notices to be given by either party to the other hereunder will be in writing and will be delivered (i) in person, (ii) by private, nationally recognized carrier guaranteeing next day delivery, (iii) by United States

registered or certified mail, postage prepaid, return receipt requested, or (iv) by email. All notices will be deemed given on the date delivered, or if sent by email, on the date of the email transmission. Notices by the parties may be given on their behalf by or to their respective attorneys.

If to the City: City of Alpharetta
2 Park Plaza
Alpharetta, Georgia 30009
Attn: Robert J. Regus, City Administrator
Email Address: bregus@alpharetta.ga.us

With a copy to: Bovis, Kyle, Burch & Medlin, LLC
200 Ashford Center North
Suite 500
Atlanta, Georgia 30338-2668
Attn: C. Sam Thomas, P.C.
Email Address: cst@boviskyle.com

If to Developer: Old Roswell St, LLC
33 South Main Street
Alpharetta, Georgia 30009
Attn: John Adams
johndams@theamericanhistoryguild.com

With a copy to: Marks & Williams, LLC
Two Midtown Plaza, Suite 1350
1349 West Peachtree Street
Atlanta, GA 30309
Attn: Randolph A. Marks, Esq.
Email Address: randymarks@mindspring.com

17. Miscellaneous.

a. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, will, to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, will not be affected thereby; it will not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

b. This Agreement will be construed in accordance with the laws of the State of Georgia. This Agreement together with

the exhibits attached hereto that are incorporated herein by this reference or other references throughout this Agreement is the entire agreement with respect to the subject matter hereof, and will supersede any prior agreement inconsistent with the terms hereof.

c. The headings in this Agreement are for convenience only, will in no way define or limit the scope or content of this Agreement, and will not be considered in any construction or interpretation of this Agreement or any part hereof. References to Articles, Sections, and Exhibits are, unless specified otherwise, references to articles, sections and exhibits of this Agreement. Words of any gender include each other gender. Words in the singular include the plural and words in the plural include the singular. References to persons include both natural persons and any legal entities, including public or governmental bodies, agencies or instrumentalities. The words "include" and "including" will be interpreted as if followed by the words "without limitation". Unless otherwise provided herein, capitalized terms have the same meaning as ascribed to such terms in the City's Impact Fee Ordinance.

d. Nothing in this Agreement will be construed to make the parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

e. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the parties hereto

f. This Agreement may be amended, modified, or terminated at any time by a declaration in writing, executed and acknowledged by all the parties to the Agreement or their successors or assigns; this Agreement will not be otherwise amended, modified or terminated during the term hereof.

g. Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and will be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

h. Time is of the essence of this Agreement. Notwithstanding the foregoing, if the time period or dates within or by which any right, option, or election provided under

this Agreement must be exercised, or by which any act required hereunder must be performed, expires or occurs on a Saturday, Sunday, or legal or bank holiday, then such time period or date will be automatically extended through the close of business on the next regularly scheduled business day.

i. The recitals appearing at the beginning of this Agreement are incorporated into and made an integral part of this Agreement.

j. In all cases in which the consent of a party is required hereunder, consent will be deemed to have been given if the party entitled to give or withhold consent should have failed to deliver a written response within seven (7) days of delivery of the written request by the requesting party.

k. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

l. Should any provision of this Agreement require judicial interpretation, it is hereby agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

m. Each party may rely upon a facsimile, other electronically transmitted signatures or "pdf" counterparts of this Agreement signed by the other party with the same effect as if such party had received an original counterpart signed by such other party.

IN WITNESS WHEREOF, the City and Developer have executed this Agreement under seal as of the date first above written.

CITY OF ALPHARETTA

By: _____
David Belle Isle, Mayor

OLD ROSWELL ST, LLC

By: _____
John Adams, Manager

APPROVED AS TO FORM:

_____
C. Sam Thomas, P.C.
the City Attorney

EXHIBIT "A"

Legal Description of Leased Property

All that tract or parcel of land lying and being in Land Lot 1269 of the 2nd District, 2nd Section in the City of Alpharetta, Fulton County, Georgia being more particularly described as follows:

Commencing at a P-K nail found in the sidewalk at the intersection of the eastern right-of-way of Old Roswell Street (40'R/W) with the southern right-of-way of Jones Avenue (20' R/W),

Thence, along the eastern right-of-way of Old Roswell Street (40'R/W) S 46°24'51" W a distance of 30.42 feet to a P-K nail found in sidewalk, said point being the **Point of Beginning**;

Thence, leaving said right-of-way S 42°14'49" E a distance of 160.26 feet to a 1/4" rebar,

Thence, S 42°00'41" E a distance of 94.22 feet to a 1/2" rebar;

Thence, S 57°03'33" W a distance of 124.48 feet to a point;

Thence, N 43°04'13" W a distance of 234.25 feet to a point on the eastern right-of-way of Old Roswell Street (40'R/W)

Thence, along said right-of-way, N 47°42'03" E a distance of 126.60 feet to a P-K nail found in sidewalk, said point being the **Point of Beginning**.

SAID TRACT OR PARCEL CONTAINS 30,492 square feet, or 0.70 acres as indicated on an ALTA/NSPS Survey of 40 Old Roswell Street for Old Roswell St, LLC and Stewart Title Insurance Company prepared by Engineering303, LLC, and dated December 30, 2016.

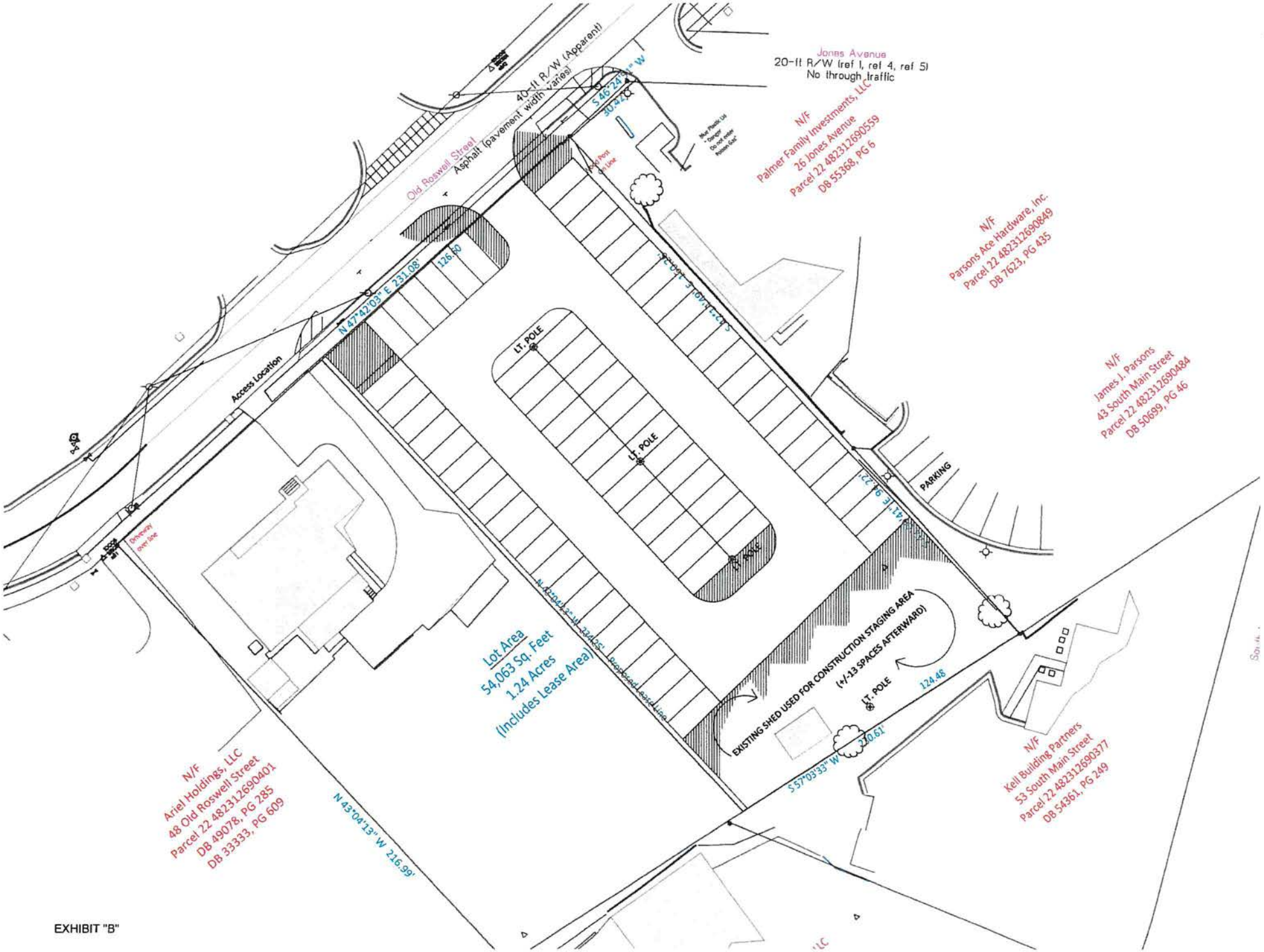

Jones Avenue
20-ft R/W (ref 1, ref 4, ref 5)
No through traffic
40-ft R/W (Apparent)
Asphalt (pavement width varies)
Old Roswell Street
S 46°24'51" W
30.42'
N/F
Palmer Family Investments, LLC
26 Jones Avenue
Parcel 22 482312690559
DB 55368, PG 6
N/F
Parsons Ace Hardware, Inc.
Parcel 22 482312690849
DB 7623, PG 435
N/F
James J. Parsons
43 South Main Street
Parcel 22 482312690484
DB 50699, PG 46
N 47°42'03" E 231.08'
126.50
Access Location
LT. POLE
LT. POLE
LT. POLE
PARKING
Lot Area
54,063 Sq. Feet
1.24 Acres
(Includes Lease Area)
EXISTING SHED USED FOR CONSTRUCTION STAGING AREA
(+/-13 SPACES AFTERWARD)
LT. POLE
124.46
220.61'
S 57°03'33" W
N/F
Ariel Holdings, LLC
48 Old Roswell Street
Parcel 22 482312690401
DB 49078, PG 285
DB 33333, PG 609
N 43°04'13" W 216.99'
N/F
Kell Building Partners
53 South Main Street
Parcel 22 482312690377
DB 54361, PG 249

EXHIBIT "B"

PRESERVATIONIST'S GUILD

BRINGING THE PAST BACK TO LIFE

Project - Bagwell Property - 40 Old Roswell Street

DESCRIPTION		SUB-CONTRACTOR	LABOR	MATERIAL	TOTAL
LAYOUT & STAKING	1LS	$ 5,500.00	$ 508.00	$ 75.00	$ 2,083.00
SILT FENCE	475 LF	$ 0.00	$ 475.00	$ 720.00	$ 1,195.00
STRIP TOPSOIL	703 CY	$ 2,109.00	$ 0.00	$ 0.00	$ 2,109.00
EXPORT TOPSOIL	703 CY	$ 10,545.00	$ 0.00	$ 0.00	$ 10,545.00
ROUGH GRADING	1,945 CY	$ 7,808.00	$ 0.00	$ 0.00	$ 6,808.00
FINE GRADING	35,000 SQ. FT	$ 9,750.00	$ 0.00	$ 0.00	$ 8,750.00
# 57 STONE	4" 846 TN	$ 0.00	$ 0.00	$ 20,304.00	$ 20,304.00
G.A.B.	2 ' 380 TN	$ 0.00	$ 0.00	$ 8,360.00	$ 8,360.00
GEO-FABRIC	38,500 SQ. FT.	$ 0.00	$ 1,925.00	$ 3,465.00	$ 5,390.00
CURB STOPS	86 EA	$ 0.00	$ 1,032.00	$ 954.00	$ 1,986.00
CONCRETE APRON - 500 SQUARE FEET - 2 EA.		$ 0.00	$ 1,950.00	$ 3,125.00	$ 5,075.00
LANDSCAPE ALLOWANCE	1 LS	$ 5,000.00	$ 0.00	$ 0.00	$ 5,000.00
FENCING	6 FOOT PT - 273 FT.	$ 0.00	$ 3,143.59	$ 2,238.60	$ 5,382.19
SURVEYING		$ 5,500.00			
TOTAL		$ 46,212.00	$ 9,033.59	$ 39,241.60	$ 94,487.19

THE PRESERVATIONIST'S GUILD 33 SOUTH MAIN STREET ALPHARETTA, GEORGIA 30009 CECIL BROWN 678. 776. 8903

EXHIBIT "C"

City Council Meeting
STAFF REPORT

Submitting Department: Public Safety
Submitted By: Will Merrill
Meeting Date: August 6, 2018

I. AGENDA ITEM TITLE: EMERGENCY MEDICAL EQUIPMENT AND SUPPLIES FOR PUBLIC SAFETY (RFP 18-109)

II. RECOMMENDATION:

Please award RFP 18-109 to Southeastern Emergency Equipment for the purchase of emergency medical equipment and supplies and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: THE FY 2019 BUDGET INCLUDES APPROPRIATIONS TOTALING $55,000 FOR MEDICAL SUPPLIES.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Medical Supplies (10031511-531100-PFS01)	$55,000.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
-	$0.00

IV. REPORT IN BRIEF:

The Public Safety Department purchases emergency medical equipment and supplies for Fire and Rescue services in order to provide necessary services to the citizens of the city. Examples of some of the items include, gauze, band aids, needles, gloves, splints, sanitizer, masks, tubing, etc. In the past, this has been done on an annual quote basis which is labor and time intensive.

The City's intent is to award a 5-year non-exclusive contract to vendor(s) that supply the emergency medical equipment and supplies listed in RFP 18-109.

The Finance Department, working with the Public Safety Department, prepared and issued a Request for Proposals (RFP) and advertised for proposals on May 31, 2018. As noted in the RFP, no guarantee is made for the number of items to be purchased by the City and items may be added/eliminated during the course of the contract.

The City received a total of five (5) responses (not including no-bids). However, three (3) of the responses included only price sheets and none of the other information requested in the RFP and were found non-responsive. The two remaining responses, Bound Tree Medical LLC and Southeastern Emergency Equipment, were submitted to the Evaluation Committee for review.

The Evaluation Committee met on June 27, 2018 to tabulate the overall scores for the responsive proposals. Each proposal was evaluated based on their method of providing service (34%); qualifications, resumes and references (19%); cost (44%); and Alpharetta vendor preference (3%). The resulting scores were as follows (ranking of "1" to "5" with "5" being the highest):

1. Southeast Emergency Equipment 4.76

2. Bound Tree Medical 3.96

The Public Safety Department desires to enter into a 5-year contract with the highest ranking vendor, Southeastern Emergency Equipment, for the purchase of emergency medical equipment and supplies. The Department has worked with Southeastern Emergency Equipment in the past and has been very satisfied with their service delivery and the quality of their products. Therefore, staff recommends award of RFP 18-109 to Southeastern Emergency Equipment.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Record of Receipt (RFP 18-109), Southeastern Emergency Equipment (RFP 18-109)

CITY OF ALPHARETTA
RECORD OF RECEIPT of REQUEST for QUALIFICATIONS

This record serves to acknowledge the receipt of qualifications in response to a public offering by the City of Alpharetta. Information concerning the content of each statement of qualification (SOQ) is not available for public viewing until the contract award is made by the City of Alpharetta Council.

RFQ #: 18-109

RFQ NAME: Public Safety Emergency Medical Equipment & Supplies

Due Date: June 21, 2018

Due Time: 10:00 AM

	OFFEROR NAME (as noted on proposal package)	DATE RECEIVED	TIME RECEIVED	NOTATIONS
1	McKesson Medical-Surgical Inc	6/14/2018	10:00AM	NO BID
2	Performance Health DBA Medco Supply Company	6/14/2018	12:47PM	Non-Responsive *
3	Northside Medical Supply	6/18/2018	10:22AM	Non-Responsive *
4	Henry Schein EMS	6/19/2018	9:47AM	NO BID
5	Bound Tree Medical	6/20/2018	10:42AM	
6	Southeastern Emergency Equip	6/20/2018	10:42AM	
7	Medline Industries, Inc.	6/21/2018	9:55AM	Non-Responsive *
8				
9				
10				
11				
12				
13				
14				
15				

Procurement Website: https://www.ebidexchange.com/alpharetta

* Proposals did not including the requested Information Requirements needed for evaluation.

ORIGINAL

CITY OF ALPHARETTA
REQUEST FOR PROPOSALS (RFP)
(THIS IS NOT AN ORDER)

THE CITY OF ALPHARETTA GEORGIA

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

RFP TITLE:	**PUBLIC SAFETY EMERGENCY MEDICAL EQUIPMENT & SUPPLIES**
RFP #:	**18-109**
RFP RESPONSE DUE DATE/TIME:	**JUNE 21, 2018 AT 10:00AM**
RFP ISSUE DATE:	**MAY 31, 2018**
NUMBER OF PAGES:	**40**

SINGLE POINT OF CONTACT DURING PROCUREMENT PROCESS

PROCUREMENT AGENT: Stephanie Cochran

City of Alpharetta
Finance Department
2 Park Plaza
Alpharetta, GA 30009

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

INSTRUCTIONS TO SUBMIT A PROPOSAL:

1. CITY HALL NORMAL HOURS FOR DELIVERIES: MON-THURS 8:30 AM–5:00 PM; FRI 8:30 AM–4:30 PM
2. PROPOSAL PACKAGE MUST BE SEALED IN OPAQUE PACKAGING; NO FAXED OR EMAILED RESPONSES ACCEPTED
3. SUBMIT UNBOUND (3-RING BINDER OK) **ONE** PAPER ORIGINAL WITH ORIGINAL SIGNATURES; **THREE (3)** PAPER COPIES OF ORIGINAL; AND **ONE** CD-ROM/FLASH DRIVE COPY OF ORIGINAL
4. **ONE** COST PROPOSAL ORIGINAL IN SEPARATE SEALED ENVELOPE
5. NO PUBLIC OPENING WILL BE HELD FOR RFP RESPONSES

DELIVER SEALED PROPOSAL TO:

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

EXTERIOR OF OFFEROR'S SEALED ENVELOPE/PACKAGE MUST NOTE:

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

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

By signing and returning this form with a Proposal, the authorized signer and represented firm have read, understand, and agree to information within this Request for Proposal and with required and informational documents, files, and/or forms posted to webpage for this RFP and made part of this RFP and any contract that may be awarded as a result of response to this RFP. Furthermore, Offeror acknowledges and agrees that Offeror has carefully examined and fully understands the provisions and requirements of this RFP, has made a personal examination of the site of the proposed work (if applicable), is satisfied as to the actual conditions and requirements of the proposed Work, and hereby proposes and agrees that if Offeror's Proposal is accepted, Offeror will contract with the City in full conformance with the Contract Documents.

FIRM/OFFEROR NAME:	SOUTHEASTERN EMERGENCY EQUIPMENT
FIRM/OFFEROR MAILING ADDRESS:	5760 Hwy 96 W YOUNGSVILLE, NC 27596
FIRM/OFFEROR PHONE NUMBER(S):	800-334-6656
FIRM/OFFEROR FAX NUMBER(S):	888-556-1048
EMAIL ADDRESS FOR OFFEROR'S CONTACT:	brad.smith@seequip.com
AUTHORIZED OFFEROR SIGNATURE:	Bradley G Smith
PRINTED NAME OF SIGNER:	BRADLEY G. SMITH
OFFEROR FEDERAL I.D. NUMBER:	56-1246302
OFFEROR DUNS NUMBER:	097602718

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SECTION 1: SCHEDULE OF EVENTS

EVENT	DATE
1. RFP Issue Date	May 31, 2018
2. Deadline for Receipt of Written Questions • Submit each written question or request for information separately using the question tab and entry field found within the solicitation posting at https://www.ebidexchange.com/alpharetta See Appendix D, Section A.2.4	June 12, 2018 at 4:00PM
3. Deadline for Posting of Written Answers • Answers to questions for clarification can be found within the question tab found within the solicitation posting at https://www.ebidexchange.com/alpharetta. All substantial changes to scope, specs, etc. will be posted by written addendum. See Appendix D, Section A.2.5	June 15, 2018 at 3:30PM
4. RFP Response (Proposal) Due Date/Time • Regardless of cause, late responses will not be accepted and will automatically be disqualified from further consideration. See Appendix D, Section A.4	June 21, 2018

CITY HALL NORMAL HOURS OF OPERATION FOR RECEIPT OF DELIVERIES:

Monday – Thursday 8:30 AM – 5:00 PM;
Friday 8:30 AM – 4:30 PM

Offeror is notified that no one will be available to accept packages outside posted normal business hours for City Hall. Any Proposal left prior to opening time, left after closing times, or left with someone other than 1st floor Customer Service or Finance Procurement Team will be at Offeror's risk.

It shall be the Offeror's sole risk to assure delivery to the receptionist's desk at the designated location by the designated RFP Response (Proposal) Due Date/Time noted on Cover Page, page 1 and in Section 1 Schedule of Events of this document.

Late responses will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested or no reply from Offeror within 72 hours of City's email response.

(All time references in this document are to be understood as local, Eastern Time for our City.)

SECTION 2: SCOPE OF PROJECT/SPECIFICATIONS

2.1 City's Intent

The City is requesting proposals for Public Safety Emergency Medical Equipment and Supplies The goal is to issue a 5-year contract as necessary to meet the needs of the City.

There are no guarantees of the exact products or quantities of items to be purchased. The City reserves the right to decrease the number of and/or eliminate items; and/or purchase additional items as needed/required/budget allowed/etc. The City may use any combination of emergency medical supply vendors that is the most beneficial to the City.

2.2 Organization of Proposal

Each proposal must be organized in the order set forth below. Paper 'Original' and each paper 'Copy' shall have tabs separating each section. Original, all paper copies, and digital copies must contain same information. Original Proposal and all Copies must be submitted in a sealed envelope/package. Cost Proposal to be within a sealed envelope within the sealed Proposal package.

1. **Cover Page** – Offeror's authorized official to complete, sign, and return with proposal response;
2. **Section 2.3, Scope of Work and Section 2.4 Project Specific Requirements** – include all requested documents, information, etc. Explain any exceptions, clarifications, etc.;
3. **Section 3, Offeror Qualification and Requirements** – include all requested documents and information;
4. **Section 4 – Cost Proposal and Proposal Price Certification**
5. **Required Forms** – Complete each Appendix A Required Forms as directed on each form and each applicable Appendix B Optional and Informational Forms as directed on each form;
6. **Additional Appendices** (ONLY if applicable) – include all requested documents and information;
7. **Addenda Acknowledgement** (ONLY if applicable) – if any addenda are formally issued by the City.

2.3 Scope of Work

The City's Public Safety Department employs approximately (100) Certified Firefighters and (105) Sworn Police Officers all of whom are issued various amounts of emergency medical supplies. Additionally, the City provides medical coverage for all city events and Verizon Wireless Amphitheater. The City of Alpharetta provides approx. 7,000 emergency service responses per year.

The City's intent is to award a 5-year non-exclusive contract to one or more successful Offerors.

The information provided in this document is for estimation purposes and in no way, guarantees of the exact products or quantities of items to be purchased. No guarantee is made for the number of items to be purchased by the City. During the term of any contract awarded based on this RFP, items may be added to or eliminated from the list by the City.

- Offerors are not required to provide all items in the City's list of items. If advantageous to the City, the City may elect to award to one or more Offerors.
- The Offeror shall provide the following samples with each proposal:
  - invoices,
  - packaging, and – NOT REQUIRED PER QUESTIONS + ANSWER.
  - packing slip.
- Costs will be evaluated on a subset of the provided items.

2.4 Project Specific Requirements

In determining the capabilities of an Offeror to perform the services specified herein, the following informational requirements must be met by the Offeror. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be brief and relevant to the goals of this procurement.

2.4.1 Method of Providing Services: Offeror should provide a description of the work plan and the methods to be used that will convincingly demonstrate to the City what the Offeror intends to do, the timeframes necessary to accomplish the Work, and how the Work will be accomplished. This section shall include information such as, but not limited to:

- ordering methods
- return process X
- delivery
- packaging and packing slips
- shipping costs
- invoicing
- current inventory of items in stock
- Online website with inventory
- Customer service phone number with 8-5 business Hours Monday Through Friday EST
- Emergency contact
- Real time inventory accessibility.
- Ability to expedite shipping

Examples of the packaging, including a packing slip, and invoices shall be included with each of the Offeror's proposal.

2.4.2 Availability of Goods and Services: Offeror shall explain their onsite inventory, lead times, location and proximity to the City of Alpharetta's Public Safety Department at 2565 Old Milton Parkway, Alpharetta, GA 30009.

2.3

Southeastern Emergency Equipment
PO Box 1097
Youngsville, NC 27596
T: (800) 334-6656
F: (888) 556-1048
DEA License: RS0393710

Invoice
818189

Order Date: 05/03/2018
Invoice Date: 05/17/2018

Sold To:
City of Alpharetta Public Safety
2565 Old Milton Parkway
Alpharetta, GA 30009

Ship To:
Alpharetta Fire Department
3070 Market Place
Alpharetta, GA 30005

Ship Contact: Dennis Warner
Ship Phone: 678-297-6282

Sales Order	Ship Via	Terms	Purchase Order	Salesperson	Customer ID
580438	U.P.S. DEST	Net 30 Days	1800163	33	C20109

Product Code	Product Name	Quantity	B/O	UOM	Price	Extension
D5115	BANDAID 1" X 3" SHEER PLASTIC LF (100)	4	0	BX	1.25	5.00
	Lot/SN #	Quantity Allocated				
	38657	4				
EP501	SPIDER STRAP POLYPROPYLENE RED/BK	1	0	EA	59.97	59.97
NAZZ-0056	ARS FOR NEEDLE DECOMPRESSION 14GA X 3.25	2	0	EA	7.79	15.58
	Lot/SN #	Quantity Allocated				
	U118CP	2				

UPS Tracking #: 1Z2061500341923098

Thank you for your order.
1.5%/month (18% YR) Charge on Invoices 30 days old.

Subtotal		80.55
Freight		0.00
Taxes		0.00
Total	USD $	80.55

2.3

Southeastern EMERGENCY EQUIPMENT

Southeastern Emergency Equipment
PO Box 1097
Youngsville, NC 27596
USA
Tel: (800) 334-6656
Fax: (888) 556-1048

Picking Slip

Invoice Date:

580438

Sold To:

City of Alpharetta Public Safety
2565 Old Milton Parkway
Alpharetta, GA 30009
USA

Ship To:

Alpharetta Fire Department
3070 Market Place
Alpharetta, GA 30005
USA

Sales Order	Order Date	Ship Via	Terms	Purchase Order	Salesperson	Customer ID
580438	05/03/2018	U.P.S. DEST	Net 30 Days	1800163	33	C20109

Product Code	Product Name	Bin	UOM	UBO	Quantity	QTY Shipped
EP501	SPIDER STRAP POLYPROPYLENE RED/BK Spider Strap, polypropylene, red/black	O203	EA	0	1	1
D5115	BANDAID 1" X 3" SHEER PLASTIC LF (100) 1" sheer plastic bandages	B401	BX OF 100	0	4	4
NAZZ-0056	ARS FOR NEEDLE DECOMPRESSION 14GA X 3.25 ARS for needle decompression, 14ga x 3.25"	B102	EA	0	2	2

Current Ship Value: $80.55

- mb - mb - mb - mb - mb - mb - mb - mb

Total Units to be Shipped : 7

206150 MAY 17, 2018 ACT WT 2.8 LBS # PK 1
SVC GND Dimensional Weigh0.0 LBS
TRACKING# 1Z2061500341923098 ALL CURRENCY USD
REF 1:
REF 2:
DV CHRG
HandlingChrg FRT: SHP D&T:
SHIPMENT PUB RATE CHARGES: SVC 12.03 USD
DV RS
COD SD
DC
TOT PUB CHG 12.03 PUB +HANDLING 12.03

Freight : _____ **Insurance :** _____ **Date Filled :** _____ **Filled By :** MB

2.4

ALPHARETTA , GA			
	Southeastern Emergency Equipment has been one of you main EMS equipment suppliers for over 13 years. We make shipments to your account almost every week, and will hopefully continue to do so. We enjoy and appreciate doing business with Alpharetta.		
2.3	Samples	Packaging	Not required per Question and Answer
		Packing Slip	Attached Form
		Invoice	Attached Form
2.4.1	Method of Providing Services	Ordering Methods	You can place an order by Phone, Fax, Email, USPS, or order online at www.seequip.com
		Return Process	Attached form
		Delivery	2-3 days ARO
		Packaging and packing slips	Packaging not required.....Packing Slip attached
		Shipping costs	Regular ground shipping is free. Special shipping such as Next Day Air, etc. will be charged to the account.
		Invoicing	Sample Attached
		Current Inventory of items in stock	4500 sku's are in inventory.
		Online website with Inventory	www.SEEquip.com
		Customer Service Phone	800-334-6656
		Emergency Contact	Tommy Sanders - 678-849-8807
		Real Time inventory accessibility	Monday through Friday, 8:00 am to 5:00 pm - contact your representitive for special shipments
		Ability to expedite shipping	We can send product Next Day Air, etc. at customer's expense.
2.4.2	Availability of Goods and Services		
		Onsite Inventory	3 million dollars of stock in our NC warehouse.
		Lead Times	2-3 days ARO.
		Location	Located in Youngsville, NC.

2.4.1

RETURN GOODS POLICY

We hope you are always completely satisfied with your purchase from us. If you are not satisfied for any reason, please let us know. In the event it does become necesary to return an item, we ask that you observe the policies below.

Please recognize that some items are non-returnable unless they need to be returned due to our error. Non-returnable items include:

- Goods not in original sealed package
- Any sterile product that has been opened
- Special order items
- Items that have been marked or engraved
- Merchandise with invoice date beyond **60 days**
- Goods not in resaleable condition
- Goods without a return goods authorization (RGA) number

Within 5 business days of receiving a product you wish to return, please contact our Customer Service Department by phone at (800) 334-6656 or via email at customerservice@SEEquip.com for an RGA number. Items not returned within 30 days are subject to a 15% restocking fee.

Prior to requesting an RGA number, please be prepared to provide the following information as this will expedite your request.

- Our order number (on the packing slip) or our invoice number
- Product description, model number and serial number (if applicable)
- Reason for returning

Before you send the merchandise back to us, please do the following to enable us to give you prompt and proper credit.

- Write the RGA number provided on a copy of the packing slip or invoice and enclose it in the box.
- Write the RGA number on the outside of the box. Packages may be refused if the RGA number is not visible on the shipping label or outside of the box.
- Send the package, freight prepaid, to us at the address below. We suggest packages returned to us be done via a traceable method (i.e. UPS, FedEx,etc.)

  Southeastern Emergency Equipment
  5790 Hwy 96 West
  Youngsville, NC 27596
  (800) 334-6656

Note: If you are returning an item due to our error, we will provide you with a shipping label to return the item to us at our expense.

- Upon receipt of an authorized return, charges to your account will be reversed - minus any restocking fee.

CLAIMS

Southeastern Emergency Equipment carefully inspects and documents for accuracy and electronically weighs and protectively packages all orders prior to shipping. In the rare event your shipment was damaged in transit or is incorrect (shortages, etc.), this must be reported to our Customer Service Department within 5 business days of receipt of the products. Failure to so report shall be deemed as acceptance of all products.

Special Notes for Commerical Truck Shipments: Please inspect all commercial truck shipments for damage and correct quantity of packages prior to signing the Bill of Lading. Damages or incorrect quantities must be noted on the Bill of Lading/Delivery Receipt for a claim to be filled against the Carrier.

Southeastern
EMERGENCY EQUIPMENT
Supplying America's Finest™ since 1979

2.5 Contract Term

The Contract is for a term of **five (5)** years commencing **[*date to be determined*]**, and terminating **[*date to be determined*]**, as further provided for in the Contract and in accordance with O.C.G.A. § 36-60-13.

Contract pricing shall remain as offered for the first two years of the contract. Commencing after the first two (2) years of this Contract, prices may be increased by the lesser of three percent (3%) or the Consumer Price Index factor (US City Average – All Items; most recent month). Contractor shall provide the City with the subsequent prices or rates, if different from the then existing prices or rates, at least ninety (90) days prior to the expiration of the then existing term. Subsequent prices or rates are guaranteed for a minimum of twelve (12) months.

For any automatic renewal of the contract required pursuant to O.C.G.A. § 36-60-13, notice of intent to not renew will be given to the Contractor in writing by the City, no less than thirty (30) days before the expiration date of the initial term of the contract.

2.6 [section not used]

2.7 Allowed Truck Routes

Certain trucks may travel in and through the City of Alpharetta using only those streets and roads highlighted in the Truck Route Map provided in Appendix E and also available for review online at:

http://www.alpharetta.ga.us/government/departments/public-works/alpharetta-truck-routes.

As noted in Chapter 18 (Traffic) of the Code of the City of Alpharetta, Georgia, except as specifically set out herein, trucks (defined as motor vehicle having a gross vehicular weight rating (G.V.W.R.) in excess of thirty-six thousand pounds (36,000 lbs.) or having an overall length in excess of thirty feet (30'), except vehicles designed to carry passengers) are prohibited from using any street within the City except those designated below:

1) SR 9 (North Main Street – South Main Street)
2) SR 120
3) Haynes Bridge Road (SR 120 to City Limits)
4) Hembree Road (Westside Parkway to Roswell City Limits continuing on Roswell Truck Route)
5) Mansell Road
6) Maxwell Road (SR 9 to Hembree Road)
7) McGinnis Ferry Road
8) North Point Parkway
9) Union Hill Road
10) Westside Parkway
11) Windward Concourse
12) Windward Parkway (SR 9 to Union Hill Road)

Exceptions to the above schedule are when the terminal, parking lot, repair garage, headquarters, place of pickup or delivery of the restricted motor vehicle is not on a designated truck route, ingress to and egress from such places shall be made by the most direct route available between the terminal, parking lot, repair garage, headquarters, place of pickup or delivery and the nearest designated truck route.

SECTION 3: OFFEROR QUALIFICATIONS

3.1 City's Right to Investigate

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

3.2 Offeror Informational Requirements

In determining the capabilities of an Offeror to perform the services specified herein, the following informational requirements must be met by the Offeror. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be brief and relevant to the goals of this RFP.

Each proposal shall provide the following information:

3.2.1 ***Cover Letter and Company Profile***: Provide a Cover Letter including a brief business profile and a summary describing why your firm/team is qualified for this project. At a minimum, state the following:

1. Business name and home office address, identify whether this or another office address is responsible for work of this project,
2. Offeror shall specify how long the individual/company submitting the Proposal has been in the business of providing services similar to those requested in this RFP.
3. Identify one contact person. This person shall be the single point of contact on behalf of the Offeror firm/team, responsible for correspondence to and from the organization and the City. If necessary, the City will send all Project-related communications to this contact person. (This may be the person registered in our eBid system.) Include the following contact information:
   - mailing address,
   - telephone number, and
   - e-mail address.
4. ***Authorized Signer – Electronic Signature*** *for contract execution*: the City uses DocuSign to electronically deliver contracts to the awarded contractor for digital signing. To enable routing of contracts digitally for execution, include the following information for contractor's authorized signer. This employee must have the authority to bind the firm in the contract process:
   - Authorized signer's name as it should be listed for signing,
   - Authorized signer's title
   - Authorized signer's email address

3.2.2 ***References***: Offeror shall provide a minimum of three (3) references, not including the City of Alpharetta, for each item/service proposed in this RFP. The references may include any government, university, or similar entity where the Offeror, preferably within the last three (3) years, has successfully completed projects, which are similar in goals, scope, and complexity to the project describe herein.

At a minimum, the Offeror shall provide:

- the referenced company's name,
- the location where the service was provided,
- contact person(s),
- contact person's telephone number,
- contact person's email address,
- a complete description of the item/service type and dates provided, and
- project contract value/budget

These references may be contacted to verify Offeror's ability to perform the contract. The City reserves the right to use any information or additional references deemed necessary to establish the ability of the Offeror to perform the conditions of this request. Negative references may be grounds for Proposal disqualification.

3.2.3 ***Resumes and Experience of Key Personnel:***

Offeror shall provide resumes or summaries of qualification, work experience, education, skills, etc. for all lead personnel, project manager, etc. as applicable. For each resume, provide:

- name,
- years of experience performing similar work,
- qualifications, skills, etc.
- Length of employment with current employer

3.2.1

Southeastern
EMERGENCY EQUIPMENT

City of Alpharetta, GA
Finance Department
2 Park Plaza
Alpharetta, GA 30009

RE: RFP # 18-109 Public Safety Emergency Medical Equipment & Supplies

To Whomever is concerns,

In 1979, Donald Pleasants founded Southeastern Emergency Equipment (SEEquip) to supply equipment and supplies to EMS providers in the Wake Forest, NC area. His motivation was to serve those who served others, with integrity, trust, respect and commitment.

Almost four decades later, SEEquip has grown into a full-line specialty distributor providing equipment, supplies, pharmaceuticals and training/education solutions to EMS and Fire. The principles on which the company was founded remain the compass that guides our business principles.

Customer service is priority one for SEEquip. We all take pride in Supplying America's Finest™ with the best equipment available to do their jobs of taking care of other people. Extensive EMS experience and knowledge within sales, customer service, and clinical education teams further enhance the value SEEquip provides to its customers.

Significant investments in technology and infrastructure have allowed us to reduce backorders, as well as offer same-day shipping on in-stock orders. Our new ecommerce website provides customers a secure method to place orders, create purchase history reports, view invoices, and many other features.

Southeastern's headquarters and warehouse is located at **5760 Hwy 96W in Youngsville, NC 27596.** This location is responsible for work on this project.

Tom Sanders is the outside representative for your account and will be your main contact person.

Tommy Sanders
Senior District Sales Manager
5760 Hwy 96W, PO Box 1097 | Youngsville, NC 27596
Tommy.Sanders@seequip.com
(800) 334-6656 (office) | **678-249-8807 (cell)**

I will be the authorizes signer for the electronic signature.

Bradley G Smith
Director of Bids and Contracts
brad.smith@seequip.com

Please contact Tommy or me for any questions or concerns.

Thank you,

Bradley G Smith
Director of Bids and Contracts
(800) 334-6656 x302 | **(262) 366-6342 (cell)**
www.SEEquip.com; brad.smith@Seequip.com

3.2.2

Southeastern
EMERGENCY EQUIPMENT

REPRESENTITIVE:

Your representative, Tommy Sanders, has been with Southeastern for 13 years.
He lives 15 miles from Alpharetta.

His home address is:

2550 Sandy Plains Rd,
Suite 125,
Marietta GA 30066
678-249-8807

REFERENCES:

Metro Atlanta Ambulance.
1120 Allgood Industrial Court
Marietta GA 30066
Lee Oliver, Director Lee.Oliver@maas911.com (478) 951-6140

Barrow County Fire and EMS.
222 Pleasant Hill Church Rd.NE
Winder, GA 30680
Heath Williams, EMS Captain hwilliams@barrowga.org +1 (770) 307-6020

Columbus GA Fire/EMS Logistics
1905 3rd Avenue
Columbus GA 31901
Robin Simmons EMS Captain RobinSimmons@columbusga.org (706) 225-4217

3.2.3

TOMMY SANDERS

2550 Sandy Plains Rd,
Marietta GA 30066
678-249-8807

SUMMARY OF QUALIFICATIONS

OFFERING COMPREHENSIVE EXPERIENCE AND EXPERTISE IN THE FOLLOWING AREAS OF RESPONSIBILITY:

- 35 Years of complete and intense training in the Emergency Medical Services operations.
- Extensive experience planning, organizing, evaluating and follow-up varied responsibilities in timely and complete manner.
- Proficient in developing excellent relationships with clients and consultants.
- Experienced in knowledge of and in analyzing provisions and exclusions of policies.
- Skilled at organizing work and resolving problems which arise in day-to-day activities.
- Complete multi-faceted task from inception to completion and within scheduled time frame.
- Experienced in negotiating contracts. Sales and Marketing.

PROFESSIONAL EXPERIENCE

Southeastern Emergency Equipment
Southern Regional Sales Manager

2003 **Southeastern Emergency Equipment**
District Sales Manager Georgia, Alabama, Florida

Executive CPR and First Aid
Owner/ Consultants

American Heart Association

Metro Atlanta Ambulance Service
consultant

NORTH GA CPR. Community Training Center American Heart Association

1. **P & S MANAGEMENT GROUP INC.**
Owner / Consultant

CHATTAHOOCHEE TECHNICAL COLLEGE
Program Coordinator EMS Technology.

SANDERS ENTERPRISES AND NORTH GEORGIA CPR ACADEMY

1. Owner
Emergency Medical Services Consultant's
Governmental and Community Relations
American Heart Association Regional Faculty Member.

2000. **AMERICAN MEDICAL RESPONSE**
Administrative Supervisor-Over Cobb County Operations
Governmental and Community Relations
Established excellent report with all Governmental and Community agencies within Cobb County and surrounding areas. Administrative supervisor over Cobb County Operations. Responsible for day-to-day operations of Cobb County Division. Managed and directed twenty ambulances, four supervisors, and one hundred employees each day. Responsible for company decisions. Daily duties include, but are not limited to, deployment, scheduling, overseeing accounts, inventory control, and supply ordering at a level to cut cost and loss. Included performance appraisals, disciplinary action, and payroll. Verification and preparing reports for operation department.

1997. **CARELINE AMBULANCE**

Field Supervisor-North Cobb County

Responsibilities include, but are not limited to, daily contact with scheduling of employees, presenting commendations to field employees, preparing reviews, performance appraisals, and taking disciplinary action. Handle customer relations, sales and marketing. Responsible for acquiring accounts in North Cobb County. Public relations with Marietta and Cobb County Fire Departments. Responsibilities include, reports for operations, department response exceptions, equipment reports and customer service. Previously in charge of attendance control, narcotic distribution, supervision and direction of field employees.

TOMMY SANDERS

Operations Manager

Responsibilities include daily operations of Forest Park location. Managed and directed thirty-five employees, thirteen ambulances, with ambulance staffing at 100%. Increased call volume while decreasing out of service. Weekly Management meetings with sales representatives for sales and marketing, which demonstrated ability to make responsible company decisions. Daily duties included deployment, scheduling, overseeing accounts, and keeping inventory control and supply ordering at a level to cut cost and loss. Handled performance appraisals, disciplinary action, payroll verification and prepared reports for operations department.

Field Supervisor

Supervised and directed field employees. Daily interaction with all employees, performed appraisals and handled disciplinary action. Heavy customer relations, including service and problem solving. Supervised inventory maintenance and supply ordering.

1995. **METRO AMBULANCE SERVICE**

Paramedic

Major responsibilities were giving excellent and immediate treatment to the sick and injured, with safe transport to hospital. Dedicated to uphold Metro and Ambulance service and reputation. Maintained customer relations.

Director of Operations/Fulton County

Directed and managed all accounts, verification of payroll and inventory control. Government relations and negotiations. Management of employees and shift supervisors including scheduling, deployment, recruiting, hiring and terminations. Prepared numerous reports, including customer service problems.

Field Supervisor

Handled day-to-day operations, with employee supervision, direction, and disciplinary action. Duties included supply ordering, customer relations, and field management.

Senior Medic/Emergency Medical Technician

Oversaw operations unit on a daily basis. Handled payroll verification, scheduling, quality assurance of all paperwork, maintained inventory, and supplies. Began position as emergency medical technician with promotion to senior medic.

EDUCATION/TECHNICAL TRAINING

2000. University of Georgia
- Public Speaking I and II

1999 University of Georgia
- Governmental Finances and Planning

1998 University of Georgia
- Governmental responsibilities for newly elected officials.

1997 Bomb incident Management Seminar

1996 Med Trans Management Training
- DDI Interaction Management

TOMMY SANDERS

1995 Careline Ambulance, Management Training
- Pete Deiser Seminars/Don Caddy Seminars
- Field Supervisor

1994 Georgia Public Safety Training Center
- Basic Fire Fighting

1993 Georgia Emergency Management Agency
- Crash Victim Extrication

1992 Georgia Department of Human Resources
- C.P.R. Instructor Trainer

1991 Georgia Public Safety Training Center
- Automated Defibrillation Instructor

Georgia Department of Human Resources
- Basic E.M.T. Instructor

1989 West Georgia Technical Instructor
- Basic Trauma Life Support

Clayton County E.M.S. Academy
- Paramedic Training

Georgia Public Training Center
- Stress Management

1988 Georgia Public Training Center
- Employee Manager Relations/Employee Management
- E.M.S. Management and problem solving

1986 Metro Training Center
- Athletic Injury Management

1982 Metro Ambulance Training Center
- Emergency Medical Technician (Basic)

COMMUNITY ACTIVITIES

2006 Re-Elected To Holly Springs City Council

2004 Member of Marietta Kiwanis Club

2002 Re-Elected To Holly Springs City Council

2000 Re-Elected to the Holly Springs City Council
- Public Safety Commissioner

Member of the Kennesaw Optimists Club

Member of Cobb Safe Kids Coalition

Member of Kennesaw Business Association

1998 Elected to the Holly Springs City Council (Cherokee County)
- Public Safety Commissioner

HONORS AND AWARDS

Marietta Fire Department
Commendation, 1997

City of Atlanta Fire Department
Commendation, 1993
Emergency 911 Interview for participation in Peachtree 25th Building Fire

Tritt Elementary School, 1993
Letter of Commendation
Special Award

Excellent References Available Upon Request

3.2.3

Bradley G Smith

1026 Dana Lane ~ Waukesha, WI 53189

262-366-6342 brads1026@gmail.com

Sales/Marketing-Contracts/Bids-Vendor Relations
New Product Development

Accomplished, seasoned management team member with 30+ years of experience spanning several medical sales environments for emergency medical equipment and supplies. Served the last 18 years as one of three Managers for Emergency Medical Products Inc., a leading national distributor of medical equipment. Areas of responsibility include developing both short term and long term marketing strategies, website product management, product sales in 2 markets. Responsible for marketing catalogs, city and county contracts, vendor relations, and developing new product lines.

AREAS OF EXPERTISE:

• 30+yrs Medical Sales Experience, primarily in EMS Market • Sales/Marketing Manager • GM/Bids & Contracts	• Project Methodology: (Traditional Approach) • Initiation, Planning Execution, Monitoring, Completion	• Licensed EMT • Licensed Real Estate Agent, WI

PROFESSIONAL EXPERIENCE

SOUTHEASTERN EMERGENCY EQUIPMENT, Youngstown, NC 2018-Present
Director of Bids and Contracts

As a member of the SEE management team, my duties include the following:

- In charge of all duties and processes pertaining to the completion and submittal of formal city and county sealed bids.
- Assisting in Vendor Relations and New Products development; meeting and negotiating with manufacturers for product lines and pricing while researching and determining new product development.

EMERGENCY MEDICAL PRODUCTS, Waukesha, WI 1992-2017
Director of Sales and Marketing
Hands on Sales and Marketing Leader for $50M emergency medical equipment & supply company; with emphasis on increasing sales, 2 marketing catalogs per year, convention management, vendor relations and new product development, city and county contract accounts nationally and locally.

As a member of the EMP Senior Staff, responsible for all facets of the business model, to grow market share and expand into other markets.

- Company Sales and Convention Management; identified and implemented prospect possibilities through sales calls, visitations and coordinating all aspects of convention exhibitions.
- Oversee Contract Department and personnel reporting to CFO; managed hiring, mentoring, and performance appraisals for direct reports comprising full-time employees; managed the submitting and maintenance of formal city and county bids, along with daily quotes.
- Oversee Marketing Department in the compilation of two equipment catalogs thru finished print process and assisted in the administration of two company websites.
- Reduced marketing cost challenges by seeking donors and promoting ad space in catalogs and websites.
- Vendor Relations and New Products Manager; meeting and negotiating with manufacturers for product lines and pricing while researching and determining new product development.

PROFESSIONAL EXPERIENCE

(Continued)

Primary Projects:

- Lead Manager of Development Team for completion of 2 annual catalogs last 15 years.
- Co-Manager on Development Team for launch and daily modifications for 2 websites
- Product Trainer for EMP Staff.

EMP Accomplishments

1997-2017	Managed Sales/Marketing Team – increased sales from $7M to $50M in 5 years.
1998-2010	Lead Contact with DEA to establish Narcotics Program at EMP.
1999-2017	As Director of Bids/Contracts, managed and maintained 300+ bids at peak.
2004-2017	Created two annual catalogs for the EMP brands
2004-2017	On team to create and maintain two EMP websites
1998-2017	As Vendor Relations/New Product Manager, added new products to EMP product line.

INTERTECH RESOURCES INC, Lincolnshire, IL 1992-1992

WI Regional Sales Representative

Disposable anesthesia and respiratory therapy supply company with $30M annual revenues

- Managed dealer network in territory
- Managed end user for product in hospitals and clinics.
- Developed new accounts; established new sizeable accts in Milwaukee and Racine areas.

ARMSTRONG MEDICAL INDUSTRIES, Lincolnshire, IL 1982-1992

National distributor of emergency medical equipment with $40M annual revenues.

Division Manager (1990-1992)

- Oversaw 7 sales reps covering 5 states; managed hiring, mentoring and performance appraisals.

Territory Manager (1982-1990)

- Developed and maintained new and existing accounts in 4 Midwest states; managed bids/quotes, monitored competitive company products & pricing, minor equipment repair in field.

EDUCATION & PROFESSIONAL AFFILIATIONS

Certified EMT, WCTC, Waukesha, WI
Licensed Real Estate Agent, WI
Associates Degree - College of DuPage, Glen Ellyn, IL

3.2.4 ***Method of Providing Services*:** Offeror shall provide a description of the work plan and the methods to be used that will convincingly demonstrate to the City what the Offeror intends to do, the timeframes necessary to accomplish the Work, and how the Work will be accomplished.

3.3 General Insurance Requirements

Upon Council approval, the awarded Contractor shall provide the City with a Certificate of Insurance (COI) to the procurement agent listed on the cover page for this RFP. The COI shall indicate the existence of the policies prior to the beginning of the contract work or term. Thereafter, a renewal certificate shall be delivered to the City at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to the City as to form or substance, or any of the carries issuing such policies shall be or become unsatisfactory to the City, the Contractor shall deliver to the City representative upon demand a certified copy of any policy required herein for review. The Certificates of Insurance shall state that the City of Alpharetta is additionally insured.

- **Workers Compensation:** Workers Compensation $500,000 per accident per employee with waiver of subrogation. Required documentation includes certificate from insurance company showing issuance of workmen's compensation coverage for the State of Georgia.
- **Comprehensive General Liability Insurance:**

Commercial General Liability	$1,000,000 each occurrence $1,000,000 aggregate

- **Comprehensive Auto Liability Insurance:**

Bodily Injury Liability	$1,000,000 each occurrence
Property Damage Liability	$ 100,000 each occurrence

- **Excess Umbrella Liability:**

Combined Single Limit Bodily Injury and / or Property Damage	$1,000,000 each occurrence $1,000,000 aggregate

Insurance; Indemnification. The awarded Contractor shall maintain the types and amounts of insurance set forth as from time to time reasonably shall be requested by the City. The awarded Contractor shall provide proof of such insurance to the City at the same time as the execution of any resulting Contract and/or purchase order, and as and when requested by the City during the term hereof. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied. The awarded Contractor shall indemnify and hold the City harmless from all claims, demands, losses, attorneys' fees and liabilities of any type or nature arising out of or related to Contractor's, or its officers', agents', employees' or subcontractors', performance or non-performance of this Contract; provided, however, that this indemnification obligation shall not apply to any Claims arising from the sole negligence of the City. Nothing in this paragraph or any resulting Contract and/or purchase order shall be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third party beneficiaries.

3.2.4

Southeastern
EMERGENCY EQUIPMENT

Method of Providing Service

Southeastern Emergency Equipment has been your EMS equipment supplier for over thirteen years, so you are very familiar with our procedures and service methods regarding placing an order, processing the order, delivering your order quickly and efficiently within two-three days and invoicing that order to complete the process.

You do have the choice of placing your order by email, fax, USPS, online, contacting your sales representative, or our friendly, knowledgeable customer service rep. They are always available if you have any questions or if any issues or concerns arise.

Your order is entered in our system and sent to our warehouse where the order is picked, packed, and shipped to arrive at your facility in 2-3 days.

Southeastern has been serving Alpharetta Fire Department for a long time and hope for the opportunity to continue. We appreciate your business.

Sincerely,

Bradley G Smith

Director of Bids and Contracts

PHONE 800-334-6656
FAX 888-556-1048

PO Box 1097
Youngsville, NC 27596
www.SEEquip.com

3.3

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/6/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Assured Partners of North Carolina
4505 Falls of Neuse Rd
Ste 350
Raleigh NC 27609

CONTACT NAME: Debbie Callahan
PHONE (A/C, No, Ext): 919-582-1977 FAX (A/C, No): 919-582-1999
E-MAIL ADDRESS: debbie.callahan@assuredptrnl.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	20281
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Southeastern Emergency
Equipment Company
P.O. Box 1097
Youngsville NC 27596

SOUTH-8

COVERAGES **CERTIFICATE NUMBER:** 1974486170 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			MHPK09402200	6/18/2017	6/18/2018	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			MHUM07265600	6/18/2017	6/18/2018	EACH OCCURRENCE	$ 4,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Completed Operations			MHGL07298900	6/18/2017	6/18/2018	Product Liability	$1,000,000
A	Property			MHPK09402200	6/18/2017	6/18/2018	Blnk Bldg & BPP	$5,146,600

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Alpharetta
Finance Department
City Hall 1st Floor Greeter Station
2 Park Plaza
Attn: Stephanie Cochran
Alpharetta GA 30009

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Debbie Callahan

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SECTION 4: COST PROPOSAL

4.1 Schedule of Items

a. Offerors ***must*** respond to this RFP by utilizing the Cost Proposal form provided. (This form may also be provided by City as a separate, fillable Excel worksheet.)

b. Offeror's authorized official shall complete, sign, and return one (1) Paper Original of the Cost Proposal and Proposal Price Certification within the sealed proposal package in a separate, sealed, opaque envelope marked with following information found on Cover Page, page 1 and in Section 1 Schedule of Events of this document:

- **Cost Proposal**
- Offeror's Name,
- RFP #,
- RFP Title, and
- Due Date/Time.

c. The Cost Proposal form will be used as the primary representation of each Offeror's cost/price, and will be used extensively during proposal evaluations and ranking.

d. Additional information should be included as necessary to explain in detail the Offeror's cost/price.

e. Additional Cost proposal sheets shall not be included in proposal original or copy (paper or digital).

f. **Deliveries**: In the event there are to be deliveries on site, all goods and materials will be F.O.B. Destination, Freight Prepaid and Allowed. The onsite delivery/destination address shall in all cases be confirmed with the City's designated project manager for the project. All deliveries will be to a location within the City of Alpharetta.

g. No freight or postage charges will be paid by the City of Alpharetta unless such charges are included and accepted in the Proposal price and contract award by the City. The Contractor, at Contractor's expense, will arrange to have someone onsite to inspect and accept delivery. The Contractor has sole responsibility for securing all materials at the Project site.

h. **Taxes**: No sales tax will be charged on any orders.

Sales Tax Exempt# 301-682441

Federal Tax Identification# 58-6011454

Copies of the City's Sales and Use Tax Certificate of Exemption and Form W-9, Taxpayer Identification and Certification are available upon request.

0

Cost Proposal

RFP 18-109 Public Safety Medical Equipment & Supplies

1. The successful Offeror(s)'s item catalog list will also be used for ordering and price guarantee.

2. If awarded a contract, each successful Bidder agrees to maintain proposed prices in this item catalog list for a minimum of two (2) years after contract award.
3. No substitutions or additions allowed to this list for the purpose of this RFP response.

Line #	Item #	Description	Packaged	Cost
1	CS201-01	Mico Dot GLUCOMETER	each	no charge
2	CS200-50	Micro Dot TEST STRIPS	box/50	15.60
3	CS120-02	Micro Dot Test Solution	high/low	12.49
4	J3000	SURGILANCE LANCET 2.2MM (100)	box	9.70
5	S3606	ORAL DIGITAL THERMOMETER	each	1.60
6	S3607	THERMOMETER SHEATHS DISP. (100)	box	3.05
7	DCAP 12-1 S	APEX PRO NITRILE S	box	11.05
8	DCAP 12-2 M	APEX PRO NITRILE M	box	11.05
9	DCAP 12-3 L	APEX PRO NITRILE L	box	11.05
10	DCAP 12-4 XL	APEX PRO NITRILE XL	box	11.05
11	DCAP 12-5 XXL	APEX PRO NITRILE XXL	box	11.05
12	DCAP-12-6 XXXL	APEX PRO NITRILE XXXL	box	11.05
13	KE7138	TAPE, 1", CURASILK (12)	box	11.55
14	55043	TAPE, 3", CURASILK (4)	box	7.58
15	D5400	2" STERILE KILING (12)	12/bag	2.07
16	D5401	3" STERILE KLING (12)	12/bag	2.43
17	D5403	6" STERILE STA TITE (12)	12/bag	2.60
18	D5110	2" ELATIC BANDAGE, LATEX FREE	each	0.27
19	D5112	4" ELATIC BANDAGE, LATEX FREE	each	0.50
20	D5198	FLUFF-E Gauze 4.5" X 4.1 yards 6 ply	each	0.42
21	TMOAL-6C	OLAES Modular Bandage 6"	each	6.12
22	D5432	4X4 STERILE GAUZE 2'S (25) 8-PLY	25/bag	2.80
23	D5552	4X4 NON STERILE (200) 8 PLY	200/bag	2.41
24	D5420	5X9 ABD PADS (25)	25/bag	1.63
25	D5220	MULTI TRAUMA DRESSING 12X30	each	1.11
26	D5210	Triangular Bandage	each	0.30
27	dc	1" BANDAIDS, PLASTIC (100)	box	1.24
28	ZM350	Gauze Combat LE Z-Fold 3"x4 YD	each	33.70
29	RU849100	Chest Seal	each	8.43
30	D5120	Petrolatum Gauze Dressing	each	0.47
31	GW80101	Peak Fit Mask N95	20/box	10.75
32	BBR5001-01	STERILE WATER 500ML, IRRIGATION (16)	16/case	24.75
33	G4391	ISOLATION KIT	each	6.55
34	NA30-0001	CAT Tourniquet	each	22.75
35	DNHS3787	HAND SANITIZER, 4oz BOTTLE	each	0.70
36	A4500	PARA-MED SHEARS, BLACK	each	0.90
37	S3604	DISP. PENLIGHT W/PUPIL GAUGE	each	0.60
38	LA980011	STIFNECK SELECT COLLAR,	each	4.99
39	LA980020	STIFNECK SELECT COLLAR, PEDI	each	4.99
40	STI975	STA-BLOCK HEAD IMMOBILIZER	each	3.75
41	ID35850BL	BASEBOARD BACKBOARD, BLUE	each	124.25
42	EP501	SPIDER STRAP, POLYPROP.	each	59.95
43	DY3528	SAM SPLINT 36 X 4 1/4,	each	3.60
44	F3250	FRAC-PAK, ADULT KIT	each	93.50
45	F3251	FRAC-PAK, CHILD KIT	each	DISC
46	MO1507	SPINT, 12" CARDBOARD	each	1.40
47	MO1550	SPINT, 18", CARDBOARD	each	1.80
48	MO1520	SPLINT, 24" PLAIN CARDBOARD	each	1.30
49	MO1572	SPLINT, 34" PLAIN CARDBOARD	case	56.25
50	FA1126522	QD3 TRACTION SPLINTE W/METAL RATCHET, PEDI	each	184.95
51	FA1126524	QD4 TRACTION SPLINT W/ ALUM RATCHET ADULT	each	184.95
52	FW125	KED BOARD	each	111.65
53	LA845031	BVM, INFANT	each	8.30
54	LA845021	CHILD BVM, THE BAG II	each	8.30
55	LA845011	ADULT BVM, THE BAG II	each	8.30
56	N7697	EASY CAP CO DETECTOR	each	8.80
57	N7698	PEDI-EASY CAP CO DETECTOR	each	8.80

58	RU158000	Mask Disp Cushion Neonatal (No Hook Ring)	each	1.45
59	RU158200	Mask Disp Cushion Toddler (Green)	each	1.45
60	RU158300	Mask Disp Cushion Child (Clear)	each	1.45
61	RU158100	Mask Disp Cushion Infant (No Hook Ring)	each	1.45
62	N7297	NASAL CANNULA OVER-EAR ADULT	each	0.26
63	N7292	CHILD NASAL CANNULA, CURVED	each	0.44
64	N7289	OXYGEN SUPPLY TUBING	each	0.27
65	N7284	PED. N-R OXYGEN MASK, W/BAG	each	0.93
66	N7295	AD. N-R ELONG. W/SAFETY VENT	each	0.91
67	N7281R	NEBULIZER WITH MOUTH PC & TUBING	each	0.65
68	N7281PM	MICRO-MIST NEBULIZER W/ELONG. PEDI AEROSL MASK	each	1.42
69	HU1705	Up-Draft II Opti-Neb Nebulizer	50/case	53.84
70	SEENEBK	BVM Nebulizer Assist Kit	each	2.97
71	RU396218	Infant Mask	each	0.84
72	N7012	CONSTANT FLOW REG. 0-25LPM	each	33.33
73	5-5332-02	GREENLINE LARYNGOSCOPE BLADE F/O, DISP. MAC #2	each	3.49
74	5-5332-03	GREENLINE LARYNGOSCOPE BLADE F/O DISP MAC #3	each	3.49
75	5-5332-04	GREENLINE LARYNGOSCOPE BLADE F/O, DISP. MAC #4	each	3.49
76	5-5333-00	GREENLINE LARYNGOSCOPE BLADE F/O, DISP. MILLER #0	each	3.49
77	5-5333-01	GREENLINE LARYNGOSCOPE BLADE F/O, DISP. MILLER #1	each	3.49
78	5-5333-02	GREENLINE LARYNGOSCOPE BLADE F/O, DISP. MILLER #2	each	3.49
79	5-5333-03	GREENLINE LARYNGOSCOPE BLADE F/O, DISP. MILLER #3	each	3.49
80	5-5333-04	GREENLINE, LARYNGOSCOPE BLADE F/O, DISP. MILLER #4	each	3.49
81	5-0236-09	HANDLE, LARYNGOSCOPE, F/O GREENLINE MEDIUM "C"	each	39.65
82	SU5-0236-10	HANDLE, LARYNGOSCOPE, F/O GREENLINE, SMALL	each	39.65
83	AUKVLKIT3	King Vision Kit - 1 Display	each	1,138.89
84	AUKVL03C	King Vision Channeled Blade	each	26.10
85	RU120900040	Quick Trach	each	123.75
86	RU150025	ETT Uncuffed 2.5 & Stylet Slick Set	each	3.28
87	SM100102030	ETT Cuffed 3.0 & Stylet	each	1.15
88	SM100102035	ETT Cuffed 3.5 & Stylet	each	1.15
89	SM100102040	ETT Cuffed 4.0 & Stylet	each	1.15
90	SM100102045	ETT Cuffed 4.5 & Stylet	each	1.15
91	SM100102050	ETT Cuffed 5.0 & Stylet	each	1.15
92	SM100102055	ETT Cuffed 5.5 & Stylet	each	1.15
93	SM100102060	ETT Cuffed 6.0 & Stylet	each	1.15
94	SM100102065	ETT Cuffed 6.5 & Stylet	each	1.15
95	SM100102070	ETT Cuffed 7.0 & Stylet	each	1.15
96	SM100102075	ETT Cuffed 7.5 & Stylet	each	1.15
97	SM100102080	ETT Cuffed 8.0 & Stylet	each	1.15
98	SM100102085	ETT Cuffed 8.5 & Stylet	each	1.15
99	SM100102090	ETT Cuffed 9.0 & Stylet	each	1.15
100	IS8203030	I GEL 3.0	each	13.60
101	IS8204030	I GEL 4.0	each	13.60
102	IS8205030	I GEL 5.0	each	13.60
103	LA 600-42500	Thomas Select Tube Holder	each	3.27
104	WH144-3308C	Sodium Chloride 0.9% 3ML For Inhalation	box/100	12.99
105	N7174	EM. METAL OXYGEN WRENCH	each	1.55
106	RU500	Slick Stylet w/ stopper	each	2.61
107	RU502503	STYLET, FLEXI-SLIP, 10FR	each	1.79
108	RU502505	STYLET, FLEXI-SLIP, 12FR	each	1.79
109	RU502507	STYLETTE, FLEXI-SLIP 14FR	each	1.79
110	LA500	THOMAS E.T. TUBE HOLDER, ADULT	each	2.50
111	LA400P	THOMAS E.T. TUBE HOLDER, PEDI	each	2.50
112	RU123312	NASAL AIRWAY, 12 FR	each	2.09
113	RU123314	NASAL AIRWAY, 14FR	each	2.09
114	RU123316	NASAL AIRWAY, 16FR	each	2.09
115	RU123318	NASAL AIRWAY, 18FR	each	2.09
116	RU123320	NASAL AIRWAY, 20FR	each	2.09
117	RU123122	NASAL AIRWAY, 22FR (5.5)	each	2.03
118	RU123124	NASAL AIRWAY, 24FR (6.0)	each	2.03
119	RU123126	NASAL AIRWAY, 26FR (6.5)	each	2.03
120	RU123128	NASAL AIRWAY, 28FR (7.0)	each	2.03
121	RU123130	NASAL AIRWAY, 30FR (7.5)	each	2.03
122	RU123132	NASAL AIRWAY, 32FR (8.0)	each	2.03
123	RU123134	NASAL AIRWAY, 34FR (8.5)	each	2.03

124	RU121801	BERMAN AIRWAY, 40MM INFANT	each	0.16
125	RU121850	BERMAN AIRWAY, 50MM	each	0.16
126	RU121802	BERMAN AIRWAY, 60MM CHILD	each	0.16
127	RU121870	BERMAN AIRWAY, 70MM	each	0.16
128	RU121803	BERMAN AIRWAY, 80MM SM. ADULT	each	0.16
129	RU121804	BERMAN AIRWAY, 90MM MED. ADULT	each	0.16
130	RU121805	BERMAN AIRWAY, 100MM LG. ADULT	each	0.16
131	RU121806	BERMAN AIRWAY, 110MM	each	0.16
132	S3716	SURGICAL LUBRICANT (144) 2.7 gram	144/pack	4.88
133	ADC4010	BITESTICK	each	0.33
134	BE424410	800CC SUCTION CANNISTERS	each	2.30
135	L5522	Yankauer Suction Tip, Vented	each	0.36
136	L5520	Suction Tubing 72" Length w/ 1/4" Diameter	each	1.09
137	DY4806	SUCTION CATHETER, 6FR	each	0.19
138	DY4808	SUCTION CATHETER, 8FR	each	0.19
139	DY4810	SUCTION CATHETER, 10FR	each	0.19
140	DY4812	SUCTION CATHETER, 12FR	each	0.19
141	DY4814	SUCTION CATHETER, 14FR	each	0.19
142	DY4816	SUCTION CATHETER, 16FR	each	0.19
143	DY4818	SUCTION CATHETER, 18FR	each	0.19
144	RU1233	Airway Kit Nasal Pvc (12-18fr)	kit	8.10
145	MX5311L	3 Way Stop Cock	each	0.69
146	SM3268	Viavalve I.V. CATH 14GA	box	86.75
147	SM3262	Viavalve I.V. CATH 16GA	box	86.75
148	SM3265	Viavalve I.V. CATH 18GA	box	86.75
149	SM3267	Viavalve I.V. CATH 20GA	box	86.75
150	SM3260	Viavalve I.V. CATH 22GA	box	86.75
151	SM3263	Viavalve I.V. CATH 24GA	box	86.75
152	J8145	25 ga x 5/8"	box/100	3.23
153	J8151	22 ga 1 1/2	box/100	3.23
154	J8156	18 ga x 1"	box/100	2.78
155	BA2C7564	Set IV 60 dr Buretrol	each	7.14
156	AMD38302	AM Safe 3 IV Set	each	4.47
157	NAZZ-0056	ARS Needle Decompression 3.25"	each	7.79
158	J8029	Pressure Infuser 500 ml DISP	each	10.25
159	J8129	1CC Syringe and 27/G Needle	100/box	8.19
160	J8255	3CC LUER LOCK SYR. ONLY (100)	box	5.58
161	J8133	3cc Syringe with needle 22g X 1.5	100/box	5.61
162	J8254BX	5CC SYRINGE LUER LOK (100 BX)	box	8.74
163	J8257	5CC LUER SLIP SYRINGE (100)	box	9.14
164	J8253BX	10CC SYRING LUER LOK (100)	box	9.79
165	J8258	10CC LUER SLIP SYRINGE (100)	box	9.79
166	J8259	20CC LUER SLIP SYRINGE (50)	box	10.75
167	J8142	60cc syringe LL	each	0.44
168	WTMAD100	MAD W/3CC SYRINGE	each	6.00
169	J8025	VENI-GARD (100)	100/box	36.65
170	J8026	VENI-GARD JR. (100)	100/box	34.45
171	J8047	TOURNIQUETS, NON-LATEX (10)	10/pack	0.83
172	AMAY0200	Amsino Needles PREN connector	100/box	128.65
173	BA2B1323	SODIUM CHLORIDE, IV, 9%, 500ML	each	4.19
174	BA2B1324	SODIUM CHLORIDE, IV, 9%, 1000ML	each	4.85
175	J8375	SODIUM CHL.. 10ML PREFILLED 12 ML SYRINGE	each	0.38
176	J8112	23GAx3/4 MINISET VEIN INFUSION	each	0.25
177	WH0102-02	Epinephrine 0.3MG Auto-Injector (Adult)	2/pack	333.30
178	WH0101-02	Epinephrine 0.15MG Auto-Injector (Jr.)	2/pack	333.30
179	WH218-1444	TYLENOL, LIQUID 4OZ PEDI	each	1.48
180	J8337	BABY ASPRIN, 36 BTL	each	0.62
181	ICN0746-31	INSTA GLUCOSE 3PK	each	2.97
182	KE8303	Cont Sharps 1 Qt Red	each	3.29
183	S3507	BIOHOOP BAG EMESIS 12/PK	12/pack	17.49
184	S3510	ALCOHOL PREPS (100) MEDIUM	100/box	0.80
185	S3509	NAIL POLISH REMOVER PADS (100)	100/box	3.30
186	S3521	COLD COMPRESS, 24/CASE	24/case	8.68
187	S3527	INSTANT SUPER HOT COMPRESS (24)	24/case	10.00
188	S3503	AMMONIA INHALANTS (10)	10/pack	2.07
189	D5326	SILVER SWADDLER (FOIL BABY BUNTING)	each	4.81

190	D5327	Isothermal Rescue Blanket (Adult)	each	0.31
191	DMS-05006	TRIAGE TAGS	50/pack	48.98
192	L5190	MECONIUM ASPIRATOR	each	3.95
193	L5511	BULB SYRINGE 2 OZ. STERILE	each	0.62
194	G4352	OB KIT - SOFTPACK	each	5.62
195	P7800	EMS FIELD GUIDE ALS 16Th ED.	each	14.63
196	D5020	ECONOMY BURN SHEET	each	2.32
197	H6013E	INFANT BP CUFF, NAVY	each	6.55
198	H6014E	CHILD BP CUFF, NAVY	each	6.30
199	H6015	LARGE ADULT BP CUFF, NAVY	each	8.30
200	H6016E	THIGH BP CUFF, NAVY	each	7.94
201	H6040	ADULT BP CUFF, NAVY	each	5.43
202	ADC603BK	STETHOSCOPE, REGENCY, BLACK	each	30.50
203	3M2119	Stethoscope, Pedi Litmann Caribbean Blue 28"	each	79.90
204	H6421	Stethoscope Nurse Red (Fire Corps)	each	2.99
205	PDIQ89072	Sani-Cloth Germicidal Disposable Wipes	160/TUB	5.25
206	KE535	ELECTRODE, MEDI-TRACE 530 5/PK	12packs/Box	10.15
207	KE133	ELECTRODE, MEDI-TRACE 133 MINI PEDIATRIC (60)	60/pack	9.67
208	3m2248	Pedi Electrodes (For Pub Ed)	50/pack	12.80
209	DY4251	Gallant Safety Prep Razor	50/box	16.44
210	HL7820	DRUG LOCKS NUMBERED LONG Red	100/pack	16.99
211	HL7816	DRUG LOCKS NUMBERED LONG BLUE	100/pack	16.99
212	RD706CB	Collar Bag 24" X 11" X 6"	each	14.44
213	L5625	TOTE-L-VAC SUCTION UNIT	each	421.95
214	L5625B	Tote L-Vac Replacment Battery	each	54.95
215	KC25679	SAFETY GLASSES, V30 Nemesis	each	3.15
216	A4510	Ring Cutter	each	3.33
217	X2344	Red Biohazard Bag 1 gal	100/box	1.44
218	X2343	Red Biohazard Bag 7 - 10 gal	10/box	0.98
219	PAS400RE	S400x Intubation Bag	each	100.45
220	N7490	CPR Mask with one way valve	each	4.55
221	G4401B	Responder Bag Blue (PD)	each	17.05
222	DE-01	Bag Trauma Royal Blue (Drug Bag)	each	222.35
223	PRMD02-RE	Med Module Red (Drug Pouch)	each	56.80
224	PRMD01-RE	Compact Medication Module Yellow (Narc)	each	38.89
225	MUM5001F	Omni Pro Red Med Bag	each	204.50
226	MUM5001TB	Omni Pro Tactical Black Airway Bag	each	204.50
227	MUM5001A-TB	Intubation Trifold Moduler / Black	each	65.85
228	51926	Mega Mover	each	19.35
229	CASUS4250ML	Reusable BP Cuff X-Large	each	12.99
230	CASUS3242ML	Reusable BP Cuff Large	each	12.99
231	CASUS2635ML	Reusable BP Cuff Adult	each	9.25
232	CASUS1320ML	Reusable BP Cuff Pediatric	each	6.70
233	CASUS0814ML	Reusable BP Cuff Infant	each	5.85
234	CASUS1826ML	Reusable BP Cuff Small adult	each	7.90
235	21330-001176	Rechargeable Battery W/Fuel Guage	each	403.25
236	N6064	Box of Recorder Paper	3/each	10.95
237	11996-000017	Adult DEFIB Pads	each	32.45
238	11996-000093	Pedi DEFIB Pads	each	39.55
239	MA2510	M-LNCS Disposable Adhesive Sensor	each	12.20

Award will consider price, but price will not be the sole, determining factor.

Proposal Price Certification

In compliance with Section 2 Scope of Project/Specifications, the undersigned offers and agrees that if this Proposal is accepted by the City Council within one hundred twenty (120) days of the date of RFP Proposal Response Due Date/Time, that the undersigned will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

Company SOUTHEASTERN EMERGENCY EQUIPMENT

Address 5760 HWY 96 W YOUNGSVILLE, NC 27596

Authorized Signature(s) Bradley D Smith

Print/Type Name(s) and Titles(s) BRADLEY G. SMITH DIRECTOR OF BIDS AND CONTRACTS

Contact Info: Phone Number 800-334-6656

Contact Info: Email Address brad.smith@seequip.com

SEE PREVIOUS SHEETS

Cost Proposal

RFP 18-109 Public Safety Medical Equipment & Supplies

1. The successful Offeror(s)'s item catalog list will also be used for ordering and price guarantee.
2. If awarded a contract, each successful Bidder agrees to maintain proposed prices in this item catalog list for a minimum of two (2) years after contract award.
3. No substitutions or additions allowed to this list for the purpose of this RFP response.

Line #	Item #	Description	Packaged	Cost
1	CS201-01	Mico Dot GLUCOMETER	each	
2	CS200-50	Micro Dot TEST STRIPS	box/50	
3	CS120-02	Micro Dot Test Solution	high/low	
4	J3000	SURGILANCE LANCET 2.2MM (100)	box	
5	S3606	ORAL DIGITAL THERMOMETER	each	
6	S3607	THERMOMETER SHEATHS DISP. (100)	box	
7	DCAP 12-1 S	APEX PRO NITRILE S	box	
8	DCAP 12-2 M	APEX PRO NITRILE M	box	
9	DCAP 12-3 L	APEX PRO NITRILE L	box	
10	DCAP 12-4 XL	APEX PRO NITRILE XL	box	
11	DCAP 12-5 XXL	APEX PRO NITRILE XXL	box	
12	DCAP-12-6 XXXL	APEX PRO NITRILE XXXL	box	
13	KE7138	TAPE, 1", CURASILK (12)	box	
14	55043	TAPE, 3", CURASILK (4)	box	
15	D5400	2" STERILE KILING (12)	12/bag	
16	D5401	3" STERILE KLING (12)	12/bag	
17	D5403	6" STERILE STA TITE (12)	12/bag	
18	D5110	2" ELATIC BANDAGE, LATEX FREE	each	
19	D5112	4" ELATIC BANDAGE, LATEX FREE	each	
20	D5198	FLUFF-E Gauze 4.5" X 4.1 yards 6 ply	each	
21	TMOAL-6C	OLAES Modular Bandage 6"	each	
22	D5432	4X4 STERILE GAUZE 2'S (25) 8-PLY	25/bag	
23	D5552	4X4 NON STERILE (200) 8 PLY	200/bag	
24	D5420	5X9 ABD PADS (25)	25/bag	
25	D5220	MULTI TRAUMA DRESSING 12X30	each	
26	D5210	Triangular Bandage	each	
27	dc	1" BANDAIDS, PLASTIC (100)	box	
28	ZM350	Gauze Combat LE Z-Fold 3"x4 YD	each	
29	RU849100	Chest Seal	each	
30	D5120	Petrolatum Gauze Dressing	each	
31	GW80101	Peak Fit Mask N95	20/box	

32	BBR5001-01	STERILE WATER 500ML, IRRIGATION (16)	16/case	
33	G4391	ISOLATION KIT	each	
34	NA30-0001	CAT Tourniquet	each	
35	DNHS3787	HAND SANITIZER, 4oz BOTTLE	each	
36	A4500	PARA-MED SHEARS, BLACK	each	
37	S3604	DISP. PENLIGHT W/PUPIL GAUGE	each	
38	LA980011	STIFNECK SELECT COLLAR,	each	
39	LA980020	STIFNECK SELECT COLLAR, PEDI	each	
40	STI975	STA-BLOCK HEAD IMMOBILIZER	each	
41	ID35850BL	BASEBOARD BACKBOARD, BLUE	each	
42	EP501	SPIDER STRAP, POLYPROP.	each	
43	DY3528	SAM SPLINT 36 X 4 1/4,	each	
44	F3250	FRAC-PAK, ADULT KIT	each	
45	F3251	FRAC-PAK, CHILD KIT	each	
46	MO1507	SPINT, 12" CARDBOARD	each	
47	MO1550	SPINT, 18", CARDBOARD	each	
48	MO1520	SPLINT, 24" PLAIN CARDBOARD	each	
49	MO1572	SPLINT, 34" PLAIN CARDBOARD	case	
50	FA1126522	QD3 TRACTION SPLINTE W/METAL RATCHET, PEDI	each	
51	FA1126524	QD4 TRACTION SPLINT W/ ALUM RATCHET ADULT	each	
52	FW125	KED BOARD	each	
53	LA845031	BVM, INFANT	each	
54	LA845021	CHILD BVM, THE BAG II	each	
55	LA845011	ADULT BVM, THE BAG II	each	
56	N7697	EASY CAP CO DETECTOR	each	
57	N7698	PEDI-EASY CAP CO DETECTOR	each	
58	RU158000	Mask Disp Cushion Neonatal (No Hook Ring)	each	
59	RU158200	Mask Disp Cushion Toddler (Green)	each	
60	RU158300	Mask Disp Cushion Child (Clear)	each	
61	RU158100	Mask Disp Cushion Infant (No Hook Ring)	each	
62	N7297	NASAL CANNULA OVER-EAR ADULT	each	
63	N7292	CHILD NASAL CANNULA, CURVED	each	
64	N7289	OXYGEN SUPPLY TUBING	each	
65	N7284	PED. N-R OXYGEN MASK, W/BAG	each	
66	N7295	AD. N-R ELONG. W/SAFETY VENT	each	
67	N7281R	NEBULIZER WITH MOUTH PC & TUBING	each	
68	N7281PM	MICRO-MIST NEBULIZER W/ELONG. PEDI AEROSL MASK	each	
69	HU1705	Up-Draft II Opti-Neb Nebulizer	50/case	

70	SEENEBK	BVM Nebulizer Assist Kit	each	
71	RU396218	Infant Mask	each	
72	N7012	CONSTANT FLOW REG. 0-25LPM	each	
73	5-5332-02	GREENLINE LARYNGOSCOPE BLADE F/O, DISP. MAC #2	each	
74	5-5332-03	GREENLINE LARYNGOSCOPE BLADE F/O DISP MAC #3	each	
75	5-5332-04	GREENLINE LARYNGOSCOPE BLADE F/O, DISP. MAC #4	each	
76	5-5333-00	GREENLINE LARYNGOSCOPE BLADE F/O, DISP. MILLER #0	each	
77	5-5333-01	GREENLINE LARYNGOSCOPE BLADE F/O, DISP. MILLER #1	each	
78	5-5333-02	GREENLINE LARYNGOSCOPE BLADE F/O, DISP. MILLER #2	each	
79	5-5333-03	GREENLINE LARYNGOSCOPE BLADE F/O, DISP. MILLER #3	each	
80	5-5333-04	GREENLINE, LARYNGOSCOPE BLADE F/O, DISP. MILLER #4	each	
81	5-0236-09	HANDLE, LARYNGOSCOPE, F/O GREENLINE MEDIUM "C"	each	
82	SU5-0236-10	HANDLE, LARYNGOSCOPE, F/O GREENLINE, SMALL	each	
83	AUKVLKIT3	King Vision Kit - 1 Display	each	
84	AUKVL03C	King Vision Channeled Blade	each	
85	RU120900040	Quick Trach	each	
86	RU150025	ETT Uncuffed 2.5 & Stylet Slick Set	each	
87	SM100102030	ETT Cuffed 3.0 & Stylet	each	
88	SM100102035	ETT Cuffed 3.5 & Stylet	each	
89	SM100102040	ETT Cuffed 4.0 & Stylet	each	
90	SM100102045	ETT Cuffed 4.5 & Stylet	each	
91	SM100102050	ETT Cuffed 5.0 & Stylet	each	
92	SM100102055	ETT Cuffed 5.5 & Stylet	each	
93	SM100102060	ETT Cuffed 6.0 & Stylet	each	
94	SM100102065	ETT Cuffed 6.5 & Stylet	each	
95	SM100102070	ETT Cuffed 7.0 & Stylet	each	
96	SM100102075	ETT Cuffed 7.5 & Stylet	each	
97	SM100102080	ETT Cuffed 8.0 & Stylet	each	
98	SM100102085	ETT Cuffed 8.5 & Stylet	each	
99	SM100102090	ETT Cuffed 9.0 & Stylet	each	
100	IS8203030	I GEL 3.0	each	
101	IS8204030	I GEL 4.0	each	
102	IS8205030	I GEL 5.0	each	
103	LA 600-42500	Thomas Select Tube Holder	each	
104	WH144-3308C	Sodium Chloride 0.9% 3ML For Inhalation	box/100	
105	N7174	EM. METAL OXYGEN WRENCH	each	

106	RU500	Slick Stylet w/ stopper	each	
107	RU502503	STYLET, FLEXI-SLIP, 10FR	each	
108	RU502505	STYLET, FLEXI-SLIP, 12FR	each	
109	RU502507	STYLETTE, FLEXI-SLIP 14FR	each	
110	LA500	THOMAS E.T. TUBE HOLDER, ADULT	each	
111	LA400P	THOMAS E.T. TUBE HOLDER, PEDI	each	
112	RU123312	NASAL AIRWAY, 12 FR	each	
113	RU123314	NASAL AIRWAY, 14FR	each	
114	RU123316	NASAL AIRWAY, 16FR	each	
115	RU123318	NASAL AIRWAY, 18FR	each	
116	RU123320	NASAL AIRWAY, 20FR	each	
117	RU123122	NASAL AIRWAY, 22FR (5.5)	each	
118	RU123124	NASAL AIRWAY, 24FR (6.0)	each	
119	RU123126	NASAL AIRWAY, 26FR (6.5)	each	
120	RU123128	NASAL AIRWAY, 28FR (7.0)	each	
121	RU123130	NASAL AIRWAY, 30FR (7.5)	each	
122	RU123132	NASAL AIRWAY, 32FR (8.0)	each	
123	RU123134	NASAL AIRWAY, 34FR (8.5)	each	
124	RU121801	BERMAN AIRWAY, 40MM INFANT	each	
125	RU121850	BERMAN AIRWAY, 50MM	each	
126	RU121802	BERMAN AIRWAY, 60MM CHILD	each	
127	RU121870	BERMAN AIRWAY, 70MM	each	
128	RU121803	BERMAN AIRWAY, 80MM SM. ADULT	each	
129	RU121804	BERMAN AIRWAY, 90MM MED. ADULT	each	
130	RU121805	BERMAN AIRWAY, 100MM LG. ADULT	each	
131	RU121806	BERMAN AIRWAY, 110MM	each	
132	S3716	SURGICAL LUBRICANT (144) 2.7 gram	144/pack	
133	ADC4010	BITESTICK	each	
134	BE424410	800CC SUCTION CANNISTERS	each	
135	L5522	Yankauer Suction Tip, Vented	each	
136	L5520	Suction Tubing 72" Length w/ 1/4" Diameter	each	
137	DY4806	SUCTION CATHETER, 6FR	each	
138	DY4808	SUCTION CATHETER, 8FR	each	
139	DY4810	SUCTION CATHETER, 10FR	each	
140	DY4812	SUCTION CATHETER, 12FR	each	
141	DY4814	SUCTION CATHETER, 14FR	each	
142	DY4816	SUCTION CATHETER, 16FR	each	
143	DY4818	SUCTION CATHETER, 18FR	each	
144	RU1233	Airway Kit Nasal Pvc (12-18fr)	kit	
145	MX5311L	3 Way Stop Cock	each	
146	SM3268	Viavalve I.V. CATH 14GA	box	

147	SM3262	Viavalve I.V. CATH 16GA	box	
148	SM3265	Viavalve I.V. CATH 18GA	box	
149	SM3267	Viavalve I.V. CATH 20GA	box	
150	SM3260	Viavalve I.V. CATH 22GA	box	
151	SM3263	Viavalve I.V. CATH 24GA	box	
152	J8145	25 ga x 5/8"	box/100	
153	J8151	22 ga 1 1/2	box/100	
154	J8156	18 ga x 1"	box/100	
155	BA2C7564	Set IV 60 dr Buretrol	each	
156	AMD38302	AM Safe 3 IV Set	each	
157	NAZZ-0056	ARS Needle Decompression 3.25"	each	
158	J8029	Pressure Infuser 500 ml DISP	each	
159	J8129	1CC Syringe and 27/G Needle	100/box	
160	J8255	3CC LUER LOCK SYR. ONLY (100)	box	
161	J8133	3cc Syringe with needle 22g X 1.5	100/box	
162	J8254BX	5CC SYRINGE LUER LOK (100 BX)	box	
163	J8257	5CC LUER SLIP SYRINGE (100)	box	
164	J8253BX	10CC SYRING LUER LOK (100)	box	
165	J8258	10CC LUER SLIP SYRINGE (100)	box	
166	J8259	20CC LUER SLIP SYRINGE (50)	box	
167	J8142	60cc syringe LL	each	
168	WTMAD100	MAD W/3CC SYRINGE	each	
169	J8025	VENI-GARD (100)	100/box	
170	J8026	VENI-GARD JR. (100)	100/box	
171	J8047	TOURNIQUETS, NON-LATEX (10)	10/pack	
172	AMAY0200	Amsino Needles PREN connector	100/box	
173	BA2B1323	SODIUM CHLORIDE, IV, 9%, 500ML	each	
174	BA2B1324	SODIUM CHLORIDE, IV, 9%, 1000ML	each	
175	J8375	SODIUM CHL.. 10ML PREFILLED 12 ML SYRINGE	each	
176	J8112	23GAx3/4 MINISET VEIN INFUSION	each	
177	WH0102-02	Epinephrine 0.3MG Auto-Injector (Adult)	2/pack	
178	WH0101-02	Epinephrine 0.15MG Auto-Injector (Jr.)	2/pack	
179	WH218-1444	TYLENOL, LIQUID 4OZ PEDI	each	
180	J8337	BABY ASPRIN, 36 BTL	each	
181	ICN0746-31	INSTA GLUCOSE 3PK	each	
182	KE8303	Cont Sharps 1 Qt Red	each	
183	S3507	BIOHOOP BAG EMESIS 12/PK	12/pack	
184	S3510	ALCOHOL PREPS (100) MEDIUM	100/box	
185	S3509	NAIL POLISH REMOVER PADS (100)	100/box	
186	S3521	COLD COMPRESS, 24/CASE	24/case	

187	S3527	INSTANT SUPER HOT COMPRESS (24)	24/case	
188	S3503	AMMONIA INHALANTS (10)	10/pack	
189	D5326	SILVER SWADDLER (FOIL BABY BUNTING)	each	
190	D5327	Isothermal Rescue Blanket (Adult)	each	
191	DMS-05006	TRIAGE TAGS	50/pack	
192	L5190	MECONIUM ASPIRATOR	each	
193	L5511	BULB SYRINGE 2 OZ. STERILE	each	
194	G4352	OB KIT - SOFTPACK	each	
195	P7800	EMS FIELD GUIDE ALS 16Th ED.	each	
196	D5020	ECONOMY BURN SHEET	each	
197	H6013E	INFANT BP CUFF, NAVY	each	
198	H6014E	CHILD BP CUFF, NAVY	each	
199	H6015	LARGE ADULT BP CUFF, NAVY	each	
200	H6016E	THIGH BP CUFF, NAVY	each	
201	H6040	ADULT BP CUFF, NAVY	each	
202	ADC603BK	STETHOSCOPE, REGENCY, BLACK	each	
203	3M2119	Stethoscope, Pedi Litmann Caribbean Blue 28"	each	
204	H6421	Stethoscope Nurse Red (Fire Corps)	each	
205	PDIQ89072	Sani-Cloth Germicidal Disposable Wipes	160/TUB	
206	KE535	ELECTRODE, MEDI-TRACE 530 5/PK	12packs/Box	
207	KE133	ELECTRODE, MEDI-TRACE 133 MINI PEDIATRIC (60)	60/pack	
208	3m2248	Pedi Electrodes (For Pub Ed)	50/pack	
209	DY4251	Gallant Safety Prep Razor	50/box	
210	HL7820	DRUG LOCKS NUMBERED LONG Red	100/pack	
211	HL7816	DRUG LOCKS NUMBERED LONG BLUE	100/pack	
212	RD706CB	Collar Bag 24" X 11" X 6"	each	
213	L5625	TOTE-L-VAC SUCTION UNIT	each	
214	L5625B	Tote L-Vac Replacment Battery	each	
215	KC25679	SAFETY GLASSES, V30 Nemesis	each	
216	A4510	Ring Cutter	each	
217	X2344	Red Biohazard Bag 1 gal	100/box	
218	X2343	Red Biohazard Bag 7 - 10 gal	10/box	
219	PAS400RE	S400x Intubation Bag	each	
220	N7490	CPR Mask with one way valve	each	
221	G4401B	Responder Bag Blue (PD)	each	
222	DE-01	Bag Trauma Royal Blue (Drug Bag)	each	
223	PRMD02-RE	Med Module Red (Drug Pouch)	each	
224	PRMD01-RE	Compact Medication Module Yellow (Narc)	each	
225	MUM5001F	Omni Pro Red Med Bag	each	

226	MUM5001TB	Omni Pro Tactical Black Airway Bag	each	
227	MUM5001A-TB	Intubation Trifold Moduler / Black	each	
228	51926	Mega Mover	each	
229	CASUS4250ML	Reusable BP Cuff X-Large	each	
230	CASUS3242ML	Reusable BP Cuff Large	each	
231	CASUS2635ML	Reusable BP Cuff Adult	each	
232	CASUS1320ML	Reusable BP Cuff Pediatric	each	
233	CASUS0814ML	Reusable BP Cuff Infant	each	
234	CASUS1826ML	Reusable BP Cuff Small adult	each	
235	21330-001176	Rechargeable Battery W/Fuel Guage	each	
236	N6064	Box of Recorder Paper	3/each	
237	11996-000017	Adult DEFIB Pads	each	
238	11996-000093	Pedi DEFIB Pads	each	
239	MA2510	M-LNCS Disposable Adhesive Sensor	each	

Award will consider price, but price will not be the sole, determining factor.

Proposal Price Certification

In compliance with Section 2 Scope of Project/Specifications, the undersigned offers and agrees that if this Proposal is accepted by the City Council within one hundred twenty (120) days of the date of RFP Proposal Response Due Date/Time, that the undersigned will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

COMPANY_____

ADDRESS_____

AUTHORIZED SIGNATURE(S) _____

PRINT / TYPE NAME(S) AND TITLE(S) _____

CONTACT INFO: PHONE NUMBER _____

CONTACT INFO: E-MAIL ADDRESS _____

4.2 Invoicing, Payment Processing, and ePayables

Replying to this RFP confirms Offeror's agreement to accept electronic payment (ePayables) of invoices if awarded a contract.

The City agrees to pay the Contractor in current funds for the performance of the Contract subject to additions and deductions as provided in the Contract, and, if applicable, to make payments in the manner and on the periodic basis agreed to by the City during the pre-construction meeting or prior to the commencement of the Work. Upon completion of the Work or, if agreed to by the City, upon completion of certain portions thereof, the Contractor shall submit an invoice detailing the appropriate charges as currently allowed.

The City will process approved payment requests under this Project to the awarded Contractor only. Payment to subcontractors and suppliers is the responsibility of the Contractor. The City will not entertain any other payment arrangements.

Invoices shall be submitted to:

City of Alpharetta
Department of Public Safety
2565 Old Milton Parkway
Alpharetta, GA 30009

Upon receipt of invoice and inspection and acceptance of the Work, the City will render payment. All such invoices will be paid within forty-five (45) days by the City unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor will provide complete cooperation during any such investigation.

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

4.3 Alpharetta Vendor Preference (a.k.a. Local Vendor)

It is the policy of the City to invest in the local community when appropriate through securing goods/services from local businesses at competitive pricing and terms. This is to encourage local businesses to compete for City Business for formal procurement with a contract value of $50,000.01 to $500,000.00.

To apply for the Alpharetta Vendor Preference the Vendor must meet the following requirements:

- Has a permanent place of business with full-time employee(s) within City limits for a minimum of six months prior to the issuance date of any formal solicitation to which said business is responding;
- The permanent place of business must distribute goods/services and cannot be a post office box or a residence;
- Has a valid business license from the City; and
- Is not delinquent on any taxes/fees owed to the City (e.g. property taxes, business license fees, etc.).

Vendors must complete the **Local Vendor Certification** form located in Appendix B: Optional and Information Forms. Every Vendor seeking qualification for local preference must include the completed form and all required documentation noted on the form in the Vendor's response to this RFP.

An Alpharetta vendor that has submitted the Local Vendor Certification Form with all required information and has been confirmed as eligible for preference by City personnel will be given preference of three percent (3.00%), or equivalent unit of measure, shall be provided as an evaluation criterion to any approved Alpharetta Vendor's proposal.

SECTION 5: EVALUATION CRITERIA

All proposals received will be reviewed by the Procurement Agent to ensure that all administrative requirements of the RFP package have been met, such as all documents requiring a signature have been signed and submitted. Failure to meet these requirements may be cause for rejection. Only responsive proposals will be given to Evaluation Committee for further review.

The Evaluation Committee will evaluate the remaining proposals and determine a ranking based on the information provided in response to this RFP. Proposals will be evaluated based on stated evaluation criteria. In ranking against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, quantity, and contractual factors. These rankings will be used to determine the most advantageous offering to the City.

Any proposal that fails to achieve a passing ranking for any part/section for which a passing ranking is indicated will be eliminated from further consideration.

After completing the initial ranking, the Evaluation Committee may create a shortlist made up of a grouping of the highest-ranking Offerors. In the event of a shortlist, Offerors may be asked to arrange a site visit; may be invited for a presentation or interview; or may be asked to supply additional information for evaluation. Once all evaluations are complete, the Evaluation Committee may either recommend to award to the highest-ranking Offeror or if necessary, to seek discussion/negotiation or a "best and final offer" in order to determine the highest-ranking Offeror.

Each criteria will be scored for each proposal using a scale of 0 - 5; 5 = highest score available for any criteria.

Phase I

Each Offeror will be evaluated individually using weights for each criterion below:

Method of Providing Services, Availability of Goods	34%
Qualifications, References, Resumes	19%
Cost	44%
Alpharetta Vendor Preference	3%
Phase I Total	**100%**

APPENDIX A: REQUIRED FORMS

Forms required to be returned with every response to this request. These forms are necessary to ensure compliance with various laws as described within the procurement.

Instructions for Submitting Required Forms

One completed original of each form listed below shall be returned within the sealed 'Original' Response package. Vendor's response may be declared non-responsive if all forms are not returned complete with all information, signatures, and notarized (if required).

✓ 1. Disclosure Form and Certificate of Non-Collusion

✓ 2. IRS Form W-9 (Request for Taxpayer Identification Number and Certification)

✓ 3. E-Verify/I-9 (Affidavit Verifying Contractor Participation in Federal Work Authorization Program)

City of Alpharetta Disclosure Form and Certificate of Non-Collusion

THE CITY OF ALPHARETTA GEORGIA

DISCLOSURE FORM and CERTIFICATE OF NON-COLLUSION

Bidder must disclose any possible conflict of interest with any City of Alpharetta (City) elected official and/or employee and if a known relationship exists between any principal or employee of your corporation, firm, team, organization, or person and any City elected official and/or employee. Relationship may consist of financial, personal, or family relations or may be in the form of campaign contributions to elected officials.

If, to your knowledge, no relationship exists, this shall be stated in your response. Failure to disclose such a relationship (or lack thereof) may result in response being declared non-responsive and will not be considered further. If already awarded, may result in cancellation of a purchase and/or contract as a result of your response.

Check one of the following, as it applies to your firm and this request. Use additional forms if needed:

- ☒ **No known relationship exists**. *If this box checked, skip to signature and firm information at bottom of form.*
- ☐ **Relationship does exist**. *If this box checked, include the name and position of the City Official to whom a campaign contribution was made or official/employee relationship. Use a separate form for each official to whom a contribution has been made within the past two (2) years or for additional official/employee relationships.*

Elected Official name and position:	
Amount/Value of Contribution:	
Date and description of Contribution:	
List other Relationship Type and name of City Employee/Official:	

By signing this form, I certify that:

- As an officer of this firm, or per the attached letter of authorization, I am duly authorized to certify the information provided herein is accurate and true; and my firm shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.
- That the firm's response is made without prior understanding, agreement, or connection with any corporation, firm, team, organization, or person submitting a response for the same materials, supplies, equipment, opportunity, or services and is in all respects fair and without collusion or fraud. My firm understands and agrees that bid/proposal collusion is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
- That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect. O.C.G.A. 45-10-20 through 45-10-28 provide that it is unlawful for a state [*City*] employee to transact business with the agency by which that person is employed for himself, on behalf of a business in which the employee or his/her spouse or dependents has a substantial interest, or on behalf of anyone as agent, broker, dealer, or representative. Transacting business in defined as selling real property, personal property, or services, or purchasing surplus real or personal property.

Firm's Full Legal Name: *(PLEASE TYPE OR PRINT)* SOUTHEASTERN EMERGENCY EQUIPMENT

Authorized Signature: Bradley G Smith

Printed Name and Title of Person Signing: BRADLEY G. SMITH DIRECTOR OF BIDS AND CONTRACTS

Date: 6/18/18

Firm's Address: 5760 Hwy 96 W YOUNGSVILLE, NC 27596

Contact's Email Address: brad.smith@seequip.com

**This form must be completed in its entirety, signed by the firm's authorized signer and returned with your response in order for the response to be eligible for consideration.*

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

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
SOUTHEASTERN EMERGENCY EQUIPMENT COMPANY

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) 5
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
PO BOX 1097

Requester's name and address (optional)

6 City, state, and ZIP code
YOUNGSVILLE, NORTH CAROLINA 27596

7 List account number(s) here (optional)

Part I **Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
56 - 1246302

Part II **Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person ▶** Bradley P [illegible] **Date ▶** 6/18/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X Form **W-9** (Rev. 12-2014)

City Council Meeting
STAFF REPORT

Submitting Department: Public Safety
Submitted By: Will Merrill
Meeting Date: August 6, 2018

I. AGENDA ITEM TITLE: FY 2019 PUBLIC SAFETY FLEET REPLACEMENT

II. RECOMMENDATION:

Approval for the Department of Public Safety to purchase twenty four (24) vehicles and one (1) motorcycle at a total cost of $751,989:

Two (2) Ford F-150 pickup trucks from Alan Vigil Ford, available on state contract (99999-SPD-ES40199373-002). The total cost for these two (2) vehicles is $68,468.

Twenty (20) Ford Police Interceptor Utilities (Explorers) from Wade Ford, available on state contract (ES-RFR-40199-409). The total costs of these twenty (20) vehicles is $583,885.

Two (2) Chevrolet Tahoes from Hardy Chevrolet, available on State Contract (SWC 40199-409). The total cost for these two vehicles is $73,528.

One (1) Harley Davidson motorcycle from Killer Creek Harley Davidson (3 competitive quotes). The cost of this motorcycle is $26,108.

Approval to expend $256,011 for vehicle equipment and upfitting costs.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: THE FY 2019 BUDGET INCLUDES APPROPRIATIONS TOTALING $1,008,000.00 FOR FLEET REPLACEMENT.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
30131150 542200 C1202 FLEET REPLACEMENT	$1,008,000.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
N/A	$0.00

IV. REPORT IN BRIEF:

The Department of Public Safety seeks approval to purchase twenty four (24) vehicles and one (1) motorcycle at a total cost of $751,989. The vehicles include:

Two (2) Ford F-150 pickup trucks from Alan Vigil Ford, available on state contract (99999-SPD-ES40199373-002). These vehicles will be utilized by our community services unit. These vehicles will be used as replacements for older vehicles that have reached end of service thresholds. The total costs of these two vehicles is $68,468.

Twenty (20) Ford Police Interceptor Utilities (Explorers) (15 Patrol, 5 Admin) from Wade Ford, available on state contract (ES-RFR-40199-409). This is the pursuit-rated version of the Ford Explorer, a mid-sized, V6 SUV. The department utilizes these vehicles for front-line patrol functions as well as detectives and administrative police and fire needs. These vehicles will be replacing older vehicles that have reached end of service thresholds and will be auctioned or re-assigned

to other divisions within the police or fire departments. The total costs of these twenty (20) vehicles is $583,885.

Two (2) Chevrolet Tahoe's from Hardy Chevrolet, available on state contract (SWC 40199-409). These vehicles will be used by our K9 unit to replace older vehicles that have reached end of service and will be auctioned or used as spare K9 vehicles. These vehicles have more cargo room and an air conditioning system that supplies the needs of both the operator and the K9. The total cost of these vehicles is $73,528.

One (1) Harley Davidson motorcycle from Killer Creek Harley Davidson in Roswell to replace one older BMW motorcycle that has reached end of service thresholds. Competitive quotes were obtained for this purchase with the results as follows: Harley Davidson of Atlanta ($26,085.60); Killer Creek Harley Davidson ($26,107.93); and Falcons Fury Harley Davidson ($27,199.44). The Department recommends awarding the purchase to Killer Creek even though they are $22 higher as they are a local business located within 1-mile of City limits while Harley Davidson of Atlanta is located in Lithia Springs. Harley Davidson offers an easier option for maintenance since there are several Harley Davidson sales and service shops in our local area. There are currently only two BMW sales and service shops in the metro area with the closest being in Marietta. The total costs of this motorcycle, including emergency equipment, is $26,108.

Approval is also requested to expend $256,011 for estimated costs associated with purchasing and installing necessary emergency equipment for the vehicles (e.g. lightbars, computer stands, radios, weapon racks, prisoner transport systems, graphics, etc.). As a practice, the Department reuses emergency equipment from older vehicles and installs it into the newer vehicles whenever possible. However, the transition of some equipment from the Impala to the Explorer may not be possible requiring a higher initial year cost as we replace the Impalas. This also includes the costs associated with prepping vehicles for auction (removing law enforcement equipment and markings). The up-fitting is currently conducted by Dana Safety Supply with whom the City has an existing contract.

Funding for this initiative is requested from existing appropriations within the Department's Capital Fleet Account.

V. ALTERNATIVES:

VI. ATTACHMENTS:

F150 - Alan Vigil Ford (State Contract), Patrol Explorer - Wade Ford (State Contract), Admin Explorer - Wade Ford (State Contract), Tahoe - Hardy Chevrolet (State Contract), Harley - Killer Creek (3 Quotes)

ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES

2018 Ford F150 (1/2 ton)-Revised 12/1/2017 **Base Price $19,155.00**

Regular Cab, 6 Cyl, 4x2, SWB

NOTE: Auto Start/Stop is standard on all F150 engines

SWC #99999-SPD-ES40199373-002

Equipment included in Base price

3.3L V6 Flex Fuel engine
6 Speed Automatic Transmission
Factory Installed A/C
AM-FM Radio
Solar Tinted Glass
Power Steering/ABS Brakes
Rear view back up camera
Vinyl 40/20/40 Bench Seat
Rubber Floor Covering
Full Size Spare/ Step bumper
Autolamp headlights
Short Bed (6.5 ft)
6500 GVWR
P245/70Rx17 Tires
Rain sensing wipers

Exterior Colors	Interior Color Medium Gray
D1 Stone Gray	X
PQ Race Red	X
N1 Blue Jeans	X
N6 Lightning Blue	X
UX Ingot Silver	X
G1 Shadow Black	X
J7 Magnetic	X
YZ White	**X**
E2 Magma Red **(XLT Only)**	X

School Bus Yellow is available at $720.00 per vehicle

FOB Allan Vigil Ford
Delivery- see chart, $75 minimum

ALLAN VIGIL FORD GOV'T SALES
6790 Mt. Zion Blvd
Morrow, GA 30260

770-968-0680 Phone
800-821-5151 Toll Free
678-364-3910 Fax

* 5.0L V8 or 3.5L Ecoboost engine required
** Not available with regular cab short wheel base
*** Requires 85A (Power W-L-M)

Options	Price		Code
5.0L V8 Flex Fuel engine	1,836.00	1836	995
3.5L V6 EcoBoost engine**	2,388.00		99G
2.7L V6 Ecoboost	916.00		99P
Long Bed (8 ft)	285.00		145
Extended range fuel tank**	410.00	410	655
Super Cab (6.5 ft. bed)	2,525.00		X1C
Super Cab (8 ft. bed) *	3,690.00		X1CLong
4x4 Option (All models)	2,645.00	2645	F1E
Skid Plates	155.00	155	413
Crew Cab SWB (5.5 ft bed)	4,920.00	4920	W1Cs
Crew Cab LWB* (6.5 ft bed)	5,850.00		W1Cl
Limited Slip Axle	525.00		XL9
Tilt / Cruise	215.00		50S
Cab Steps (black)	262.00	262	18B
AM-FM-CD	262.00		58B
Daytime Running Lights	42.00		942
Power Windows/Locks/Mirrors	1,088.00		85A
Class IV Hitch (w/o tow pkg)	100.00		53B
Trailer Tow Pkg	555.00		53A
Trailer Tow Pkg **(w/101A pkg)**	916.00	916	53A
Tow Mirrors w/ spotlights***	495.00		54Y/59S
XL w/ Power W-L-M, SYNC, AM/FM/CD, & Cruise control.	2,075.00	2075	101A
SYNC(Bluetooth)& Cruise con.	690.00		52P/50S
40-20-40 Cloth Split Bench	N/C		CG
Cloth Buckets w/console	275.00	275	WG
Electric Brake Controller	265.00		67T
Fog Lights	135.00		595
Carpet w/ Mats	140.00	140	168
XL SSV Package	49.00		66S
XLT Package	4,763.00		300A
Convenience Package for XLT (requires 300A , Includes 53A)	1,059.00		301A
Aluminum Wheels & Bumpers	740.00	740	86A
Box Side Steps	305.00		63S
Tailgate Step	355.00		63T
Reverse Sensing-**requires 53A or 53B**	255.00	255	76R
Spray-in Bedliner	375.00	375	ATK
Options total		15004	
Other vendor added equipment		n/a	
Delivery		75	
Total		**$34,234.00**	

Contact person: Bob Burtner
Agency: Allan Vigil Ford
Phone Number:
Fax number:

Dec, 2017

GA Statewide Contract ES-RFR-40199-409
Pursuit Utility Vehicle (Explorer) All Wheel Drive

3.7L V6, CLOTH FRONT/VINYL REAR, POWER WINDOWS/LOCKS/MIRRORS/DRV SEAT, PURSUIT RATED TIRES

WADE FORD, Inc. Government Sales 3860 South Cobb Dr Smyrna, GA 30080
Roger Moore PHONE (678) 460-3881 FAX (770) 433-2412 email: rogermoore@wade.com

	Code	Vehicle Options		Total		Code	Added Equipment		Total
	99T	3.5L V6 EcoBoost Engine	3,227.00	0.00		66A	Head Light Solution	834.00	0.00
	86L	Automatic Headlights	112.00	0.00		66B	Tail Light Solution	416.00	0.00
1	86P	Headlight Housing	120.00	120.00		66C	Rear Lighting Solution	446.00	0.00
1	86T	Taillight Housing	59.00	59.00		67G	Cargo Wiring Upfit Pkg	1,314.00	0.00
	51PW	Spotlight Prep (1,2)	136.00	0.00		67H	Ready for Road Pkg	3,344.00	0.00
	51YZ	Regular Spot Light (1,2)	210.00	0.00		67U	Ultimate Wiring Pkg	540.00	0.00
1	51TV	LED Spot Light (1,2) Whelen	411.00	411.00		60A	Pre Wire Grille	49.00	0.00
1	43D	Dark Car (Courtesy light inop)	19.00	19.00		47C	Front Wire Connector Kit	102.00	0.00
	47A	Engine Idle Feature	255.00	0.00		21P	Rear Wire Connector Kit	127.00	0.00
	17T	Red Cargo Dome Lamp	49.00	0.00		63L	Marker Lights	563.00	0.00
	65U	Interior Upgrade	382.00	0.00		63B	Side Marker Lights	285.00	0.00
	16C	Carpet w/ Mats	122.00	0.00		21L	Front Aux Warn Lights	540.00	0.00
	88F	2nd Row Cloth Seats	59.00	0.00		21W	Front Pocket Warn Lights	626.00	0.00
	87P	Power Passenger Seat	310.00	0.00		96W	Windshield Warning Lights	1,092.00	0.00
1	17A	Dual AC w/ Front Controls	597.00	597.00		96T	Rear Spoiler Warning Lights	1,371.00	0.00
	64E	Painted Aluminum Wheels	465.00	0.00		18X	100 Watt Siren Speaker	294.00	0.00
	65L	Full Wheel Covers	59.00	0.00		52B	Enhanced TPU Cooler	2,865.00	0.00
1	53M	SYNC Hands Free System	288.00	288.00		16D	Badge Delete	0.00	0.00
1	61RS	Steering Wheel Switches	153.00	153.00		91A	Two Tone Vinyl (roof doors)	821.00	0.00
	59*	Keyed Alike (Need code)	49.00	0.00					0.00
1	55F	Keyless Remote (4 total)	332.00	332.00		94D	Telematics 1 year	1,077.00	0.00
	593	Perimeter Alarm (req 55F)	117.00	0.00		94E	Telematics 3 year	2,291.00	0.00
1	87R	Camera Monitor in Mirror	0.00	0.00		94F	Telematics 5 year	3,442.00	0.00
	19L	Lockable Gas Cap	20.00	0.00					0.00
1	76R	Reverse Sensing	269.00	269.00		CB1	Standard Cop Box Installed	1,995.00	0.00
1	60R	Noise Suppression Bonds	98.00	98.00		SB1	Standard Scale Box Installed	2,395.00	0.00
1	549	Heated Mirrors	59.00	59.00					0.00
	55B	BLIS (Blind Spot Alert)	533.00	0.00		2TD	2-tone Paint 4 Doors Only	1,000.00	0.00
	63V	Cargo Storage Vault	239.00	0.00		2TB	2-tone Paint Doors & Roof	1,300.00	0.00
	942	Daytime Running Lights	43.00	0.00					0.00
	43L	Silent Mode (req 942)	19.00	0.00		GSP	Mercedes Grey 2-tone	1,400.00	0.00
	68Z	Roof Rack	152.00	0.00					0.00
1	68G	Rear Door Handle/Lock Inop	34.00	34.00					0.00
1	52P	Hidden Lock Plunger	157.00	157.00		PRO	20 GGE STAG Propane Fuel	9,990.00	0.00
1	18W	Rear Window Inop	25.00	25.00			System. Installed Complete		0.00
	90DE	Ballistic Doors Lvl 3 (1,2)	1,553.00	0.00		CNG	8.2 GGE STAG CNG Fuel	9,990.00	0.00
	90FG	Ballistic Doors Lvl 4 (1,2)	2,365.00	0.00			System. Installed complete		0.00
	41H	Engine Block Heater	88.00	0.00		1	**DELIVERY**	100	100.00

Base Vehicle	**$26,373.00**
Total Chassis Options	**$2,621.00**
Total Body Options	**$0.00**
VSO Paint	**0.00**
Delivery Zone	**$100.00**
Total	**$29,094.00**

PAINT COLORS					
	YZ	Oxford White	Vermillion Red	E4	
1	G1	Black	Light Blue Metallic	LN	
	BU	Medium Brown Metallic	Blue Metallic	FT	
	E3	Arizona Beige Clearcoat	Silver Gray Metallic	TN	
	HG	Smokestone Metallic	Sterling Gray Metallic	UJ	
	J1	Kodiac Brown Metallic	Ingot Silver Metallic	UX	
	JL	Dark Toreador Red Metallic	Medium Titanium Metallic	YG	
	KR	Norsea Blue Metallic	Fire Engine Red (VSO)	4650	
	LK	Dark Blue	Dark Forest Green (VSO)	7606	
	LM	Royal Blue	Emerald Green (VSO)	7862	

VSO Special Paint add 950.00

Agency Contact	Lt Robert Heath
Phone	770-480-2573
Agency	City of Alpharetta
Address	2565 Old Milton Pkwy
	Alpharetta, GA 30009

rev 08 Feb 2018

GA Statewide Contract ES-RFR-40199-409
Pursuit Utility Vehicle (Explorer) All Wheel Drive

3.7L V6, CLOTH FRONT/VINYL REAR, POWER WINDOWS/LOCKS/MIRRORS/DRV SEAT, PURSUIT RATED TIRES

WADE FORD, Inc. Government Sales 3860 South Cobb Dr Smyrna, GA 30080
Roger Moore PHONE (678) 460-3881 FAX (770) 433-2412 email: rogermoore@wade.com

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	87P	Power Passenger Seat	310.00	0.00		96W	Windshield Warning Lights	1,092.00	0.00
1	17A	Dual AC w/ Front Controls	597.00	597.00		96T	Rear Spoiler Warning Lights	1,371.00	0.00
1	64E	Painted Aluminum Wheels	465.00	465.00		18X	100 Watt Siren Speaker	294.00	0.00
	65L	Full Wheel Covers	59.00	0.00		52B	Enhanced TPU Cooler	2,865.00	0.00
1	53M	SYNC Hands Free System	288.00	288.00	1	16D	Badge Delete	0.00	0.00
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	59*	Keyed Alike (Need code)	49.00	0.00					0.00
1	55F	Keyless Remote (4 total)	332.00	332.00		94D	Telematics 1 year	1,077.00	0.00
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1	76R	Reverse Sensing	269.00	269.00		CB1	Standard Cop Box Installed	1,995.00	0.00
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	55B	BLIS (Blind Spot Alert)	533.00	0.00		2TD	2-tone Paint 4 Doors Only	1,000.00	0.00
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	43L	Silent Mode (req 942)	19.00	0.00		GSP	Mercedes Grey 2-tone	1,400.00	0.00
	68Z	Roof Rack	152.00	0.00					0.00
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	90FG	Ballistic Doors Lvl 4 (1,2)	2,365.00	0.00			System. Installed complete		0.00
	41H	Engine Block Heater	88.00	0.00	1		**DELIVERY**	100	100.00

Base Vehicle	**$26,373.00**
Total Chassis Options	**$3,022.00**
Total Body Options	**$0.00**
VSO Paint	**0.00**
Delivery Zone	**$100.00**
Total	**$29,495.00**
Agency Contact	Lt Robert Heath
Phone	770-480-2573
Agency	City of Alpharetta
Address	2565 Old Milton Pkwy
	Alpharetta, GA 30009

		PAINT COLORS			
1	YZ	Oxford White	Vermillion Red	E4	
	G1	Black	Light Blue Metallic	LN	
	BU	Medium Brown Metallic	Blue Metallic	FT	
	E3	Arizona Beige Clearcoat	Silver Gray Metallic	TN	
	HG	Smokestone Metallic	Sterling Gray Metallic	UJ	
	J1	Kodiac Brown Metallic	Ingot Silver Metallic	UX	
	JL	Dark Toreador Red Metallic	Medium Titanium Metallic	YG	
	KR	Norsea Blue Metallic	Fire Engine Red (VSO)	4650	
	LK	Dark Blue	Dark Forest Green (VSO)	7606	
	LM	Royal Blue	Emerald Green (VSO)	7862	

VSO Special Paint add 950.00

rev 08 Feb 2018

Hardy Chevrolet
2019 Chevrolet Tahoe Pursuit
Juan Lizano, Fleet Sales

2019 Chevrolet Tahoe Pursuit			$ 32,136.00
Std. Equipment: V8 · Auto · A/C · AM/FM/BT · Power windows ·locks · mirrors · Power drivers seat · cloth bucket seat w/ no console · vinyl rear seat · tilt steering wheel · cruise control · remote keyless entry · vinyl floor covering · rear view camera · aux. battery			
Available options:	**place "x" if desired**		
Admin pkg. (Aluminum wheels • Carpet • Bucket Seats • Remote Start)		$1,140.00	$ -
Inoperable inside door handle • windows • locks		$172.00	$ -
Red / White front aux. dome light	x	$179.00	$ 179.00
4 x 4 Drive train (5W4 Special Service)		$2,969.00	$ -
4 x 4 Drive Train (Pursuit)	x	$3,606.00	$ 3,606.00
6 extra key fobs / keys	x	$109.00	$ 109.00
Spotlamp (non LED)		$408.00	$ -
Spotlamp LED	x	$584.00	$ 584.00
Carpet flooring w/mats (included w/admin)		$173.00	$ -
Grill lamp & Siren speaker wiring		$193.00	$ -
Delivery	x	$150.00	$ 150.00
Ext Color: Siren Red _____ extra charge		$500.00	$ -
Black_____ White _____	**Black**		
Silver Ice_____ Satin Steel _____			
Tungesten _____ Pepperdust _____			
Blue Velvet _____ Shadow Gray _____			
Total per unit			**$ 36,764.00**
Number of units	**2**		**2**
Total purchase order			**$ 73,528.00**

SWC 40199-409

jlizano@hardyautomotive.com
phone 770-445-9411 x 198 fax 770-445-9659

COMPETITIVE BID RECORD

Project Description: 2019 Harley Davidson FLHTP motorcycle

	VENDOR	Killer Creek HD		Harley Davidson of Atlanta		Falcons Furry HD			
	PHONE	770-777-1000		770-944-1340		770-979-7999			
	CONTACT	Chuck Harrison		David Newman		Gil Valverde			
Quantity	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	2019 Harley Davidson FLHTP Motorcycle	$19,135.88	$19,135.88	$ 18,723.04	$18,723.04	$ 18,594.37	$18,594.37		
1	Emergency Equip Install by dealership	$ 6,972.05	$ 6,972.05	$ 7,362.56	$ 7,362.56	$ 8,605.07	$ 8,605.07		
		GRAND TOTAL	$26,107.93	GRAND TOTAL	$26,085.60	GRAND TOTAL	$27,199.44	GRAND TOTAL	$0.00

REMARKS **It is our recommendation that Killer Creek Harley Davidson is chosen as the vendor for this purchase. While they are not the lowest bid received (by $22.33), Killer Creek HD is a local business that is located less that 1 mile outside of the City limits. Harley Davidson of Atlanta is located in Lithia Springs, Georgia.**

KILLER CREEK
ROSWELL, GA

Item	Description	Quantity	Total Price
M4B6R	Tour Pak	1	$ 2,395.00
MBADPT14	Adapter Plate for Tour Pak	1	$ 89.95
M1BATT	Battery	1	$ 239.95
M4B6R-CHRG	Charging Sytem for Tour Pak	1	$ 259.95
MO6MB	Light Aray	1	$ 499.95
RBKTHD8	45/90 Bracket	2	$ 75.00
RBKTHD2	Side Guardrail Bracket	2	$ 68.00
RBKTHD9	Rear Guardrail Bracket	2	$ 75.00
M4BSEP	Seperation Plate	1	$ 99.95
90200561	Saddlebag Guardrails	1pr	$ 279.99
2EB00ZCR	PAR-36 4" Lighthead	2	$ 249.95
LINZ6B	LED Light	12	$ 1,319.40
M4BSEP	Seperation Plate for Tour Pak	1	$ 99.95
26800128	Cool Fan Kit	1	$ 279.95
71400031	Push Buttons	2	$ 10.00
69200173	Switch Pak	1	$ 49.99
69000057	Siren Kit	1	$ 960.00
66000038	Battery Tender	1	$ 39.95
SWE-1MZ4/L	SETCOM (Installation Only)		
MWH-31	SETCOM (Installation Only)		
KE-21S	SETCOM (Installation Only)		
805-0018-00	Radar Unit (Installation Only)		
Misc	Shop Supplies	1	$ 50.00
Misc	Electrical Shop Supplies	1	$ 50.00
FLHTP	2019 Harley-Davidson Motorcycle	1	$ 16,942.00
Labor	Hourly Labor Rate $70 hr	28.2	$ 1,974.00
	Total Price with Installation		$26,107.93

Killer Creek Harley-Davidson
11480 Alpharetta Highway Roswell GA 30076 • Phone 770.777.1000 • Fax 770.777.1010
www.killercreekharley.com

501 THORNTON ROAD
LITHIA SPRINGS, GA 30122-1517
Phone:(770) 944-1340
Fax:(770) 944-7772

Console No: 034
State Tax Package: 139

Customer Number: 95775
ALPHARETTA DEPT. PUBLIC SAF.
2 PARK PLAZA
ALPHARETTA, GA, 30009

Phone: 6782976000
Work: Ext:
Fax:
P.O. No:
Tax Exempt: Yes Tax No: ON FILE

Item Number	Description	Delivered Quantity	Special Order Quantity	Bin 1 Location	Bin 2 Location	Extended Amount
1	2019 H-D FLHTP /BLACK	1	0.00			16,800.00
26800128	COOLFLOW FAN KIT	1	0.00			233.96
69000057	KIT-EMERGENCY RESPONSE,PC	1	0.00			890.40
69200173	SWITCH,DASHPANEL,BASE	1	0.00			36.34
71400031	SWITCH BUTTON,SHRT SKRT,N	2	0.00			5.88
90200561	SADDLEBAG GUARD RAILS	1	0.00			233.96
LABOR ON	ADDITIONAL ACCESS.	5*	0.00			522.50

Item Total:	19052.68
Subtotal:	18,723.04
Other Tax & Fees Total:	0.00
Sales Tax Total:	0.00
Total Amount Due:	18723.04

****

!!!THIS IS A QUOTE--NOT A RECEIPT!!!

PRICES MAY BE SUBJECT TO CHANGE.

****

501 THORNTON ROAD
LITHIA SPRINGS, GA 30122-1517
Phone:(770) 944-1340
Fax:(770) 944-7772

Console No: 034
State Tax Package: 139

Customer Number: 95775
ALPHARETTA DEPT. PUBLIC SAF
2 PARK PLAZA
ALPHARETTA, GA, 30009

Phone: 6782976000
Work: Ext:
Fax:
P.O. No:
Tax Exempt: Yes Tax No: ON FILE

Item Number	Description	Delivered Quantity	Special Order Quantity	Bin 1 Location	Bin 2 Location	Extended Amount
1	WHELEN ACCESS./LABOR	1	0.00			7,362.56
1	2019 H-D FLHTP /BLACK	1	0.00			16,800.00
26800128	COOLFLOW FAN KIT	1	0.00			233.96
69000057	KIT-EMERGENCY RESPONSE,PC	1	0.00			890.40
69200173	SWITCH,DASHPANEL,BASE	1	0.00			36.34
71400031	SWITCH BUTTON,SHRT SKRT,N	2	0.00			5.88
90200561	SADDLEBAG GUARD RAILS	1	0.00			233.96
LABOR ON	ADDITIONAL ACCESS.	5*	0.00			522.50

Item Total:	26415.24
Subtotal:	26,085.60
Other Tax & Fees Total:	0.00
Sales Tax Total:	0.00
Total Amount Due:	26085.60

****

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****

FALCONS FURY HARLEY DAVIDSON

Harley-Davidson FLHTP Model Year 2019: $ 16,859

Model Code 1FMC1H-DOM - Color: BLACK

1. 54180-10 Police Tour Pak for LED's	$1,299.95
2. 68000137 Tour Pak Wiring Adaptor Kit	$60.01
3. 53196-09 Tour Pak Adaptor Plate	$ 109.95
4. 65989-97C Auxiliary Battery	$ 129.95
5. 69940-10 Tour Pak LED Split /Blue (3 required)	239.95 x3= $719.85
6. 26800128 Cool Flow Fan Kit	$299.95
7. 71400031 FLHTP Fairing Switch Pack Blank Switch Button (2 required)	$ 4.83 x2 $15.66
8. 69200173 FLHTP Fairing Left Switch Pak	$59.86
9. 57200151 Right side mid-frame air deflator	$16.46
10. 67800449A Brake Light Kit LED	$ 229.95
11. 69000057 Emergency Response Kit	$ 1,059.95
12. 69263-04A Whelen Par 36 Blue/Blue	$599.95
13. M06MB Whelen Windshield Light Array (2) Blue / (3) Blue	$ 767.00
14. 90200561 Saddle Bag Guards	$299.95
15. LINZ6B 90/45 Whelen light	$156.00 X4 = $624.00
16. RBKTHD8 Whelen 90/45 Light Bracket	$45.00 X2B =$90.00
17. RBKTH2 Whelen Saddle bag side light bracket	$33.50 X 2 =$67.00
18. LINZ6B Whelen Saddle Bag lights	$156.00 X 4 =$624.00
19. RBKTHD9 Whelen Rear Saddle bag bracket	$ $40.00 X 2 =$80.00
20. LINZA Whelen Rear Saddle Bag Lights	$ 156.00 X 2 =$312.00

PARTS TOTAL $7465.44

Labor to Install above equipment 23 hours @$125.00 approximate $2875.00

TOTAL $27199.44

City Council Meeting
STAFF REPORT

Submitting Department: Public Works
Submitted By: Krista McDowell
Meeting Date: August 6, 2018

I. AGENDA ITEM TITLE: FY19 2019 FORD F-750 BOX DUMP TRUCK WITH SPREADER INSERT REPLACEMENT

II. RECOMMENDATION:

Please authorize the purchase of 2019 Ford F-750 Box Dump Truck with Spreader Insert in the amount of $121,483.00 from Wade Ford Government Sales on State Contract #99999-SPD-SPD000039.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: $121,483.00

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
30141100-542200-C1223	$121,483.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
N/A	$0.00

IV. REPORT IN BRIEF:

The Public Works Department budgeted for a 2019 Ford F-750 Box Dump Truck with Spreader Insert to replace a 1994 Ford F-800 Sand/Salt Spreader Truck for FY2019. The 1994 Ford F-800 Sand/Salt Spreader Truck warrants replacement based on age, and severe rust and corrosion on the chassis and suspension which cannot be repaired. The 2019 F-750 Box Dump Truck with Spreader Insert will be used as a dump truck during the Spring and Summer months, and a salt spreader during the Fall and Winter months, thereby increasing its usability year-round.

The 2019 Ford F-750 Box Dump Truck with Spreader Insert will be purchased from Wade Ford Government Sales, on State Contract # 99999-SPD-SPD000039, the cost of the 2019 F-750 Box Dump Truck with Spreader Insert is $121,483.00. Approximate delivery time is 150-180 days after receipt of Purchase Order.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Copy of F-750 2019 with dump/spreader, F750 Photo, Wade Alpharetta 11ft dump and spreader quote 6-18

GA Statewide Contract 99999-SPD-000039
33,000 GVWR Cab & Chassis Ford F-750 Regular Cab

Regular Cab, 84" CA, 12k Front, 21k Rear, 24k Springs, 270 HP Diesel Engine, Automatic, Air Brakes, Fuel Water Separator, AC, AM/FM, 50 Gallon Fuel Tank, Dual Batteries (1250 CCA), Tilt Steering Wheel, 11R22.5 Tires, 2 Year Warranty

WADE FORD Government Sales 3860 South Cobb Dr Smyrna, GA 30080
Roger Moore Phone (678) 460-3881 FAX (770) 433-2412 email: rmoore@wade.com

Ord	Code	Chassis		Total	Ord	Code	Body Options		Total
	99L	300 HP Diesel Engine	1,806.00	0.00			5/6 Yard Dump		0.00
	99G	330 HP Diesel Engine	3,164.00	0.00			Pintle Hook		0.00
	99Z	6.8L V10 Gas Engine	(4,000.00)	0.00			14' Stake Body		0.00
	98G	42/58 GGE Ded CNG System	25,250.00	0.00			Delete Stake Sides		0.00
	X7F	Super Cab 84 CA	1,795.00	0.00			Manual Tarp		0.00
	W7F	Crew Cab 84 CA	4,225.00	0.00			HD Bulkhead		0.00
	4x4	4x4 Drive System D only	34,755.00	0.00			14' Flat Dump		0.00
	108	184 WB / 108 CA	389.00	0.00			36"-48" Under Body Boxes (each)		0.00
	120	194 WB / 120 CA	398.00	0.00			Amber Strobe (each)		0.00
	144	218 WB / 144 CA	793.00	0.00			4 Corner Strobes		0.00
	186	260 WB / 186 CA	824.00	0.00			2000 lb Conventional Lift Gate		0.00
	536	14.18 SM 120k psi Frame	330.00	0.00			2000 lb Tukaway Lift Gate		0.00
	539	20.11 SM 120k psi Frame	827.00	0.00			2000 lb Rail Gate		0.00
	41R	Frame Reinforcement	1,055.00	0.00			18"/24" Solid Side		0.00
	532	Frame Extension	444.00	0.00			Receiver Hitch		0.00
1	465	Chrome Bumper	444.00	444.00			Electric Brake Controller		0.00
	65F	115 Gal Alum Fuel Tank	828.00	0.00			Air Actuated Tail Gate		0.00
1	43N	10,000 lb Front Axle	(75.00)	(75.00)			Trash Loader Petersen RL-3		0.00
	43D	14,000 lb Front Axle	1,160.00	0.00			(for use with Trailer)		0.00
	61E	14,000 lb Front Spring	1,160.00	0.00			Trash Loader Petersen TL-3		0.00
	479	23,000 lb Rear Axle	2,100.00	0.00			(includes 24' Dump Body)		0.00
	47V	2 Speed Rear Axle	1,270.00	0.00			Rugby DU-11-3SS 4/5 yd dump		0.00
	67J	Hydraulic Brakes	(850.00)	0.00			10.5T Hoist, Electric Mesh Tarp,		0.00
1	90P	Pwr Equip Grp Win/Locks	426.00	426.00			DOT3401D Amber Lighting sys		0.00
	85K	Remote Keyless Entry	154.00	0.00					0.00
1	54K	Heated / Power Mirrors	250.00	250.00	1		Swenson SS Dump with	55,475.00	55,475.00
	882	Cloth Seats	115.00	0.00			spreader, per attached quote		0.00
1	88L	Air Ride Seat (Driver)	397.00	397.00					0.00
	85C	Air Ride Seat (Passenger)	378.00	0.00			Options available		0.00
1	86B	Fixed Grille	114.00	114.00					0.00
	59A	Air Horn	50.00	0.00			Buyers SS Plow	10,560.00	0.00
	17H	Hour Meter	90.00	0.00			Buyers SS HD80 plow	9,125.00	0.00
1	647	22.5 X 8.25 Wheels (Front)	22.00	22.00					
1	663	22.5 X 8.25 Wheels (Rear)	45.00	45.00					
1	644	Aluminum Front Wheels	516.00	516.00					
1	664	Aluminum Rear Wheels	1,058.00	1,058.00					
	RC3	Michelin Tires (6)	850.00	0.00					
1	20Y	Derate to 25,999 GVWR	56.00	56.00					

Base Vehicle	**62,755.00**
Total Chassis Options	**3,253.00**
Total Body Options	**55,475.00**
Delivery Zone	**$**
Non Standard Colors	**0.00**
Total	**121,483.00**

PAINT COLORS					
	YZ	Oxford White	Green Gem	W6	
	G1	Shadow Black	Tangier Orange	J8	
1	UX	Ingot Silver	Bold Yellow	LE	
	J7	Magnetic	Caibou	H5	
	PQ	Race Red	School Bus Yellow	B1	
	N1	Blue Jeans	Special Paint add 900.00	XX	

Agency	City of Alpharetta
Contact	Eddie Tucker
Phone	678-297-6249
Fax	
Address	

Swenson
F-750
THE CITY OF
ALPHARETTA
PUBLIC WORKS

550 Discovery Place.
Mableton, GA 30126
Phone: (770) 819-9146
Fax: (770)-819-9184

6-25-18

Mr. Roger Moore
Wade Ford
For: City of Alpharetta GA – Eddie Tucker

We are pleased to offer, for your consideration, the following quote, with installation, and shipped direct to Mableton, GA.

One of 11ft Stainless Steel Swenson dump body to fit 2019 Ford F750 chassis with automatic transmission, diesel engine, & air brakes.

Includes;
28" 10g 201 stainless sides
7g GR-50 floor
36" 10g 201 stainless head sheet and tailgate
Twin arm under body hoist
Manual tailgate release
LED body lights
11ft Swenson direct drive spreader
12g 201 stainless construction
7" auger
Drop n Loc top screens
Stainless hold down kit
Stainless tailgate latch kit
Side skirts
18" carbon spinner disc
Whelen DOT3410D light kit
25t spring pintle hitch with 7blade and 6 round trailer plugs
Buyers full electric tarp system with solid tarp
Force America Hydraulics (tank, pto, pump, controls)

Total, FOB Mableton, GA **Total $55,475.00**

Thank you for allowing Cherokee Truck Equipment to quote you on this equipment. If I can be of any assistance, please don't hesitate to call.

Sincerely,

Eric Eubanks
Territory Sales Manager North GA
Cherokee Truck Equipment LLC
Eric.eubanks@cherokeetruck.com
404-710-0344# (C)

This quote is good for 45 days from the above stated date. There has been no applicable taxes applied to this quote

Terms and Conditions of Sale

1. Orders. All customer ("Customer") orders are subject to acceptance or rejection by Cherokee Truck Equipment, LLC (Cherokee). No orders may be changed in any manner, without the prior written consent of Cherokee.

2. Cancellation. After acceptance, orders may not be cancelled without Cherokee's written consent, terms that will compensate Cherokee fully for any loss or damage sustained by Cherokee, or third party providers, as a result of such cancellation.

3. Performance. Customer acknowledges that Cherokee cannot be responsible for production delays of the chassis manufacturer, body manufacturer, equipment manufacturer or any other third party provider of materials, parts, suppliers or services, which are not under Cherokee's direction or control. Therefore, Customer agrees that Cherokee will not be liable for damages of any kind resulting from performance or delivery delays occasioned by or attributable to such third parties. In addition, Cherokee will not be liable for damages of any kind arising from failure to complete performance of this agreement in accordance with its terms (including delivery date) if such failure is due to wars, strikes, floods, fires, accidents, delays in transportation or other acts of force majeure, or other causes beyond Cherokee's reasonable control.

4. Prices. Cherokee bases its contract price upon the prices quoted by Cherokee's suppliers and manufacturers. All orders are subject to a pass-through to Customer of any price increase imposed on Cherokee by Cherokee's manufacturers or suppliers.

5. Payment. Payment is due, in full, upon delivery of vehicle and/or equipment, unless alternate arrangements have been made and documented, in writing, by Cherokee. If for any reason Customer defaults in any payment owed to Cherokee, Customer agrees to be responsible for all costs incurred by Cherokee in collecting any outstanding accounts, including but not limited to, collection agency fees, filing fees, court costs, expenses and reasonable attorney fees. In addition, any invoice not paid in full within thirty (30) days form invoice date shall bear interest at the rate of 1½ % per month (18% per annum), or the maximum allowed by law, whichever is less.

6. Mounting Prices. It is the Customers responsibility to provide Cherokee a chassis that meets the specifications published by Cherokee's suppliers. Mounting prices assume normal factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, gas tanks, mufflers, air tanks, etc. will be an additional charge to be billed at the standard supplier factory labor rate.

7. No Express Warranty/Disclaimer of Implied Warranties. Cherokee makes no warranty with respect to products or component parts manufactured by others and supplied to Cherokee by such third parties. The only warranties offered with respect to such products or parts, if any, are those offered by the manufacturer of such products or parts. In addition, CHEROKEE DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PATICULAR PURPOSE. Cherokee further disclaims any liability for loss of product, profits, time or any other direct or indirect or consequential losses, damages (including property damages, personal injuries or death) or any damages resulting from delay in performance. No employee or representative of Cherokee is authorized to change this warranty disclaimer or in any way to grant any warranty on behalf of Cherokee.

8. Choice of Law and Venue. These terms and conditions shall be governed by and construed in accordance with the laws of the State of Tennessee. Any claim against Cherokee arising from or related to these Terms and Conditions, or the underlying sale to which these Terms and Conditions apply, must be filed and adjudicated in a court of competent jurisdiction in Hamilton County, Tennessee, or the United States District Court for the Eastern District of Tennessee.

9. Amendment. Cherokee may rescind, amend, modify or otherwise alter these Terms and Conditions in Cherokee's sole discretion. The applicable terms and conditions of any sale by Cherokee shall be those attached to and made part of Cherokee's Order Acknowledgement, Invoice, or Delivery Receipt with respect to such sale.

10. Entire Agreement. The Order Acknowledgement, Invoice or Delivery Receipt to which these terms and conditions are attached, together with these Terms and Conditions, contain the complete and final agreement between the parties hereto with respect to the sale and purchase transaction embodied herein, and no Customer-supplied purchase order terms, verbal agreements or other agreement, in any way modifying any of these Terms and Conditions, will be binding on Cherokee unless agreed to in writing by an authorized representative of Cherokee.

Accepted By: _____ (signature)

Company: _____

Name: _____ (Printed)

Date: _____

City Council Meeting
STAFF REPORT

Submitting Department: Public Works
Submitted By: Krista McDowell
Meeting Date: August 6, 2018

I. AGENDA ITEM TITLE: FY19 FORD F-250 4X4 CREW CAB SERVICE TRUCK REPLACEMENT

II. RECOMMENDATION:

Please authorize the purchase of a 2019 Ford F-250 4x4 Crew Cab Service Truck in the amount of $52,009.00 from Allan Vigil Ford Lincoln Inc. on State Contract #99999-SPD-ES40199373-002.

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: $52,009.00

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
30141100-542200-C1223	$52,009.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
N/A	$0.00

IV. REPORT IN BRIEF:

The Public Works Department budgeted for a 2019 Ford F-250 4x4 Crew Cab Service Truck to replace a 2006 Ford F-250 4x4 Service Truck for FY2019. The Ford F-250 Crew Cab Service Truck warrants replacement based on mileage (123,677), and the increasing cost of maintenance. The new replacement vehicle will be assigned to the Public Works infrastructure crew.

The 2019 Ford F-250 4x4 Crew Cab Service Truck will be purchased from Allan Vigil Ford Lincoln Inc. On State Contract #99999-SPD-ES40199373-002, the cost of the 2019 Ford F-250 4x4 Crew Cab Service Truck is $52,009.00. Approximately delivery time is 120-150 days after receipt of Purchase Order.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Allan Vigil Ford 2019 Ford F250 Quote, Ford F250 Photo

ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES

2019 Ford F250 Regular Cab
V8 Long Bed 4X2 (3/4 ton)

Base Price **$21,532.00**

SWC #99999-SPD-ES40199373-002

Equipment included in Base price

6.2L V8 Gasoline/E85 Engine
6 Speed Automatic Transmission
Factory Installed A/C
9800# GVWR
AM-FM Radio
Power Steering
Power ABS Brakes
40/20/40 Vinyl Bench Seat
Rubber Floor Covering
Full Size Spare Tire
Rear Step Bumper
Solar Tinted Glass
Trailer wiring harness
Receiver Hitch (12.5k)
Tilt Steering Wheel
Rear View Camera
Electric Shift **(4X4 only)**

Colors Available

	Exterior	Interior
J7	Magnetic	Grey
PQ	Race Red	Grey
N1	Blue Jeans	Grey
UX	**Ingot Silver**	**Grey**
D1	Stone Gray	Grey
UM	Agate Black	Grey
Z1	Oxford White	Grey

School Bus Yellow is available at $654.00 per vehicle.

FOB Allan Vigil Ford
Delivery $1.50 per mile, $75 minimum

Options	Price		Code
6.7L V8 Diesel Engine	8,359.00		99T
4X4 Option	4,175.00	4175	F2B
Skid Plates **(4X4 only)**	95.00		41P
LT245 All-terrain tires	160.00		TBM
Manual Shift & Hubs	N/C		21M
Super Cab Long Bed	3,975.00		X20l
Super Cab Short Bed	3,790.00		X20s
Crew Cab Long Bed	4,165.00	4165	W20l
Crew Cab Short Bed	4,010.00		W20s
Roof Clearance Lights	89.00		592
Cruise Control	225.00		525
Cab Steps	355.00		18B
AM/FM/MP3/SYNC(bluetooth)	525.00		585
Limited Slip Axle	365.00		X3E
Engine block heater	85.00		41H
PTO Transmission -diesel only	270.00		62R
Trailer Brake Controller	255.00	255	52B
Daytime Running Lights	42.00		942
Reverse Aid Sensor	235.00		76R
XL Value Pkg (AM/FM/MP3,SYNC Cruise, Chrome bumpers)	945.00	945	96V
R.window defrost-requires 90L	65.00		43B/924
Power Windows,Locks,Mirrors	1,050.00	1050	90L
Cloth 40/20/40 Bench Seat	295.00		1S
Dual Alternators **(Diesel only)**	331.00		67A
200 Amp HD Alternator	80.00	80	67E
Upfitter Switches	160.00	160	66S
Spray-in Bedliner	375.00		ATK
Tailgate Step	345.00		85G
XXXX) Bed & Camera Delete	(249.00)	-249	66D
Spring pkg for bed delete	115.00	115	63R
RearView Camera w/bed delete e	378.00	378	872
XLT Package Upgrade	5,590.00		603A
Power Driver Seat (XLT only)	1,349.00		17V
CNG/Propane Prep pkg	310.00		98F

Option total	10844	
Other vendor added equipment Svc Bed &	19,558.00	lightbar
Delivery	75	
Total	**$52,009.00**	

ALLAN VIGIL FORD GOV'T SALES
6790 Mt. Zion Blvd
Morrow, GA 30260

770-968-0680 Phone
800-821-5151 Toll Free
678-364-3910 Fax

Contact person Eddie Tucker

Department City of Alpharetta Public Works

Phone Number 678 297-6249

Fax number 678 297-6201

Mar. 2018

Nathan Deal
Governor

Georgia®

Department of
Administrative Services
Customer Focused, Performance Driven

Sid Johnson
Commissioner

The Georgia Department of Administrative Services, State Purchasing Division, has established a Statewide Contract for ***Administrative Vehicles, Regular Fueled and Alternatively Fueled.***

This is a ***MANDATORY CONTRACT*** for all State of Georgia governmental entities subject to the State Purchasing Act. The statewide contract is also available on a convenience basis to other Governmental Entities such as state authorities, local government, municipalities, cities, townships, counties and other political subdivisions of the State of Georgia.

The purpose of this contract is to provide fuel efficient and clean fuel Administrative vehicles and related products and services. The new contract will feature 43 vehicle choices in the following classes: Sedans, SUV's, Crossover SUV's, Trucks, Passenger and Cargo Vans.

The Suppliers on the contract are:

Akin Ford Dodge Jeep	**Griffin Speedway Ford**
Allan Vigil Ford	**Chestatee Ford**
Rick Case Cars, Inc.	**Kia Motors**
Hardy Chevrolet	**Langdale Chevrolet**

Key benefits of the contract include:

- Super Competitive Pricing
- Greatly expanded Variety; 18 on old contract; 43 on new contract
- ***Electric, Electric-Hybrid, Compressed Natural Gas, and Liquid Propane Gas vehicles available***
- Expanded list of options available
- Delivery charges by 12 Georgia Regions.
- Accepts PeopleSoft purchase orders as well as established entity PO forms
- Mandatory Contract for State entities; Convenience contract for local municipalities.

Statewide Contract Information Sheet

Statewide Contract Number	99999-SPD-40199373	NIGP Code	See NIGP Tab
Name of Contract	Administrative Vehicles, Regular and Alternatively Fueled		
Effective Date	11-15-2013	Expiration Date	11/30/2018

Contract Table of Contents

Vendors Awarded	9	Contract Information:	Mandatory Contract

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Allan Vigil Ford	2
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Contract Renewals, Extensions, Changes	3
NIGP Codes	3
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Issuing Officer	10

Contract Information			
Statewide Contract Number	99999-SPD-ES40199373-002		
PeopleSoft Vendor Number	0000011950	Location Code	000001
Vendor Name & Address			
Allan Vigil Ford Fleet & Government Sales 6790 Mt. Zion Blvd. Morrow, Georgia 30260 TIN: 58-1606549-001			
Contract Administrator			
Bob Burtner burtner@allanvigilford.com Telephone: 770-968-0680 Tool Free: 1-800-821-5151 Fax: 678-364-3910			
Contact Details			
Ordering Information	Government Sales 6790 Mt. Zion Blvd Morrow, GA. 30260 ATTN: Bob Burtner		
Remitting Information	Government Sales 6790 Mt. Zion Blvd Morrow, GA. 30260 ATTN: Bob Burtner		
Delivery Days	Orders will be shipped within 60-90 days after receipt of Purchase Order		
Discounts	None		
Payment Terms	Net 30		
Bid Offer includes	State and Local Government		
Acceptable payment method	Vendor does not accept P-card		

ɔntract Renewals/ Extensions/ Changes

ɨ-1-2014 Contract amended to allow suppli ers to sell any option in their inve ntory at dealer invoice cost or ɨelow,plus 1°/o

Jpdate: The cutoff da te for ordering 2014 Model Ford F-150 trucks is 9-1 9-2014. There will be significar hanges to the 2015 model (aluminum beds vs. steel beds) and prices are expected to increase

Jpdate: The cutoff date for ordering the 2015 Ford F-250's,F-350's and T ransit Connect vans is Februar :7,2015. No 2015 models will be available after 2/27/2015.

Update 12-18-2015: The cutoff dates for ordering a 2016 Ford Escape is 1-4-2016. ʼroduction of the 2017 Models begins 3-21-2016.

The cutoff dates for ordering the 2016 Ford Fusion is 1-4-2016. The 2017 ɔroduction begins on 4-1-2016

:ontract Renewal #3: 12/01/2016-11/30/2017

NIGP CODES:

07104 --- Sedans
07201--- Class 1 Trucks (6,000 lb. GVWR or less. (F-150 F-250)
07202 --- Class II Trucks (6,001-10,000 lb. GVWR (F-350)
07180 --- SUV's, Crossover SUV's
07190 --- Vans, Cargo
07192 --- Vans, Passenger (Regular and Handicapped Equipped).

Detailed Pricing and Order Sheets "My Vehicle"

See Detailed Pricing Sheet (Ordering Instructions)

/ARD: Please refer to the Notice of Award Document.

newal #4: 12/1/2017 -11/30/2018

VEHICLE SPECIFICATIONS

nstructions for Finding Standard Equipment

Instructions for Ford Standard Equipment

1. Click on

http://www.ford.com/

2. Select Vehicle Class
3. Select Vehicle
4. Select " Specs" from menu bar
5. Select "View all"

Instructions for Chevrolet Standard Equipment

1. Click on

http://www.chevrolet.com/

2. Select Vehicle Class (ie. Car, Crossover SUV, SUV etc.)
3. Select Vehicle
4. Click "Learn More"
5. Click " Models & Specs"
6. Click "Standard and Optional Equipment"

Instructions for Kia Standard Equipment

1. Click on

http://www.kia.com/us/en/#/home?series=soul&year=2014

2. Select "Vehicles" → "See all Vehicles"
3. Select Vehicle
4. Click " Features & Specs" in menu bar

Instructions for Mazda Standard Equipment

1. Click on http://www.mazdausa.com/MusaWeb/displayHomepage.action
2. Select " All Vehicles" from menu bar
3. Select Vehicle class
4. Select "Explore More"
5. Select "Specs" from menu bar

Instructions for Jeep Patriot Standard Equipment

1. Click on http://www.jeep.com/en/
2. Select " Vehicles" from the menu bar
3. Select "2014 Patriot"
4. Select "Specs" from the menu bar

STATE OF GEORGIA GENERAL SPECIFICATIONS
for
AUTOMOBILES, SPORT UTILITY VEHICLES AND LIGHT DUTY TRUCKS

NOTE: Requirements specified herein shall apply to all automobiles and station wagons purchased by the State of Georgia. This specification is not complete without specific requirements in the detail specifications. In the event of conflict between this specification and the detail specifications, the detail specification shall apply.

APPLICABLE DOCUMENTS: Reference to publications in the detail specifications shall apply to those issues in effect on the date of the invitation to bid, unless otherwise specified.

DESIGN: New models in current production, complete with all necessary operating components and accessories customarily furnished, together with such modifications as may be necessary to enable the vehicle to function reliably and efficiently in sustained operation. Design to permit accessibility for maintenance purposes with minimal disturbance of other components or assemblies. The term "heavy duty" as used to describe an item, shall be defined to mean in excess of the usual performance, quantity, quality or capacity that is normally supplied with the standard production item.

COMPONENTS, ASSEMBLIES AND ACCESSORIES: The vehicle shall have all of its components, assemblies and accessories installed and shall be delivered to the State meeting or exceeding all applicable requirements of the Environmental Protection Agency Regulations, Federal Motor Vehicle Safety Standards, Federal Motor Carrier Safety Regulations and Industry Specifications, Standards and Regulation that are in effect on the date of manufacture. NOTE: All Components, assemblies, and accessories shall be Factory Installed unless otherwise noted. All pick up trucks shall have Fleetside type cargo boxes with step type bumpers. Standard size pick up trucks shall have a minimum of forty-nine (49) inches width between cargo box wheel housings. Bumpers may be factory or locally installed. In the event bumpers are locally installed they shall meet or exceed factory standards, particularly with regard to tongue weight and tow weight.

STANDARD EQUIPMENT: The vehicle shall include all components, assemblies and accessories as offered by the vehicle manufacturer and referred to as "standard equipment or features".

EMISSION CONTROLS: All vehicles must be certified to the low emission vehicle (LEV), ultra-low emission vehicle (ULEV), or zero emission vehicle (ZEV) standards as defined by the United States Environmental Protection Agency in 40 CFR Part 88 Subpart A and qualify as a Clean Fueled Vehicle under Georgia Rules for Clean Fueled Fleets, Chapter 391-3-22.

NTERIOR & EXTERIOR SOUND LEVEL: Vehicles shall comply with Federal Interstate Noise Standards.

COOLING SYSTEMS: Liquid pressurized forced circulation type, consisting of the necessary components of such design and capacity to maintain the engine at optimum safe temperature under all operating conditions without any loss of coolant. Optimum engine temperatures shall be maintained with the vehicle loaded and continuously operating at all driveable altitudes and grades in ambient temperatures ranging from minus 30 to 120 degrees F. Thermostat controlled and suitable for operation with permanent type antifreeze solution. Easily accessible drain outlets shall be provided to allow complete cooling system drainage. Coolant recovery system to be furnished.

WHEELS: Manufacturers recommended size and capacity for the vehicle offered. Rim contours and sizes shall conform to the current recommendations of the Tire and Rim Association, Inc.

TIRES: All tires furnished shall be blackwall, tubeless type, steel belted radial, with standard highway tread design. Capacity to the maximum load imposed by the evenly and fully loaded vehicle. Conform to the Tire and Rim Association, Inc. Spare tire and wheel, factory installed, shall be furnished.

TOOLS: Jack and Lug Wrench, Factory Installed, for each vehicle.

EXHAUST SYSTEM: Manufacturer's heaviest duty system available for engine furnished. Corrosion resistant and securely fastened and routed to protect components from hazards. System shall comply with Federal Motor Vehicle Safety Regulations.

CONTROLS, INSTRUMENTS AND OPERATING MECHANISMS: Located for left hand drive complete and conveniently accessible to driver. Instruments and controls clearly identified as to function.

HEATER AND DEFROSTER: Hot water heating systems with fresh air intakes. Discharge outlets to floor and defroster louvers shall be provided. Systems shall be equipped with variable temperature control and multiple speed blowers.

EXTERIOR FINISHES: Standard production colors.

MATERIALS: New and of quality conforming to current engineering and manufacturing practice. No defects and suitable for the intended service.

SERVICE AND REPAIR: The State of Georgia shall expect the manufacturer to have adequate stocks of replacement parts available to service State vehicles and to make delivery within a reasonable time of all normal replacement parts to their dealers who may service State vehicles. The State further expects that warranty service and repairs as well as non warranty service and repairs will be handled without prejudice by local dealerships throughout the United States.

VARRANTY: Vehicles shall be fully warranted against defective materials and vorkmanship by the manufacturer for the period stated in the "Instructions to Bidder: rom the date of delivery and acceptance. However, if additional warranty coverage or he whole or any components of the vehicle, in the form of time and/or mileage ncluding any prorata arrangements, is normally extended to commercial customers, he state shall receive corresponding warranty benefits.
RESPONSIBILITY FOR INSPECTION: Unless otherwise specified in the contract or urchase order, the supplier shall be responsible for the performance of all inspection nd test requirements necessary to ensure compliance with requirements of this and he applicable detail specifications. This action does not preclude subsequent nspection and testing by the State of Georgia to further determine conformance with pecification requirements for performance, quality standards of workmanship, naterial and construction techniques.

PRE-DELIVERY SERVICING AND ADJUSTMENT: The dealer shall not attach any dealer dentification, advertising or similar material to the vehicle. Prior to acceptance by the State inspector, the dealer shall service and adjust each vehicle for operational use, to nclude as a minimum, the following:

Focusing of lights Tuning of
engine Adjustment of
ccessories
Checking of electrical, braking and suspension systems. Charging
of battery
Alignment of front end
nflation of tires
Balancing of all wheels, including the spare
Complete servicing of engine, chassis and operating mechanisms with recommended grades of lubricants or fluids for the ambient air temperature at the point and time of lelivery.
Servicing of cooling system with permanent type antifreeze and summer coolant for ninus 20 degrees F. protection.
Servicing of windshield washer reservoir with water and appropriate additives. A ninimum of 1/4 tank of fuel.
DOCUMENTS: Each vehicle shall be delivered with complete certification of origin, tag application, warranty, owner's manual and any other necessary credentials.
SPECIAL CONTRACT TERMS AND CONDITIONS

.. CONTRACT PERIOD
The initial contract performance period is from date of award for a period of (2) model years (2009 and 2010). The Department has the option to renew the contract up to wo (2) additional consecutive one (1) model year periods under the same terms and conditions with mutual consent from the vendor. Renewals for lease purchase agreements will occur annually and will be subject to appropriations and terms of the attached contract.

2. SPECIFICATIONS AND TECHNICAL SUPPORT

Awarded vendors will provide commercial bumper to bumper warranty for 36 months or 36,000 miles. Commercial power train warranty will be 5 years or 60,000 miles and rust through warranty shall cover 72 months or 100,000 miles. All other commercial warranties will apply.

3. INSURANCE AND BONDING

a. Offeror is required to maintain the following insurance coverage's during the term of the contract:

Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Awarded Offeror(s) qualifies to pay its own workers compensation claims.) In addition, the Offeror shall require all subcontractors occupying the premises or performing work under the contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage's:

Bodily injury by accident--per employee $100,000;
Bodily injury by disease--per employee $100,000; Policy limits $500,000.

Commercial General Liability Policy per occurrence $1,000,000.

Business Auto Policy to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by the Offeror or Offeror's personnel in the performance of this contract. The Business Automobile Policy shall have a per occurrence limit of $1,000,000.

b. The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until a least thirty (30) days prior written notice has been given to the State Entity. Certificates of Insurance showing such coverage to be in force shall be filed with the State Entity prior to commencement of any work under the contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to the State Entity, which must have a minimum AM Best rating of A-.All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

4. PRICES

a. Optional Equipment Bidders must provide a price for optional equipment for each vehicle bid. These prices shall be at dealer's cost and will remain firm during the life of the contract. All optional equipment shall be factory installed unless otherwise noted.

b. FOB - Regional Delivery

Bidders must provide a fixed rate for delivery to Facilities and/or State Agencies within each region. Exceptions to this requirement will not be considered and will result in disqualification of bid.

5. ORDERS

a. Within five (5) days after the awarded vendor receives an order from a State Agency and the order has been placed with the manufacturer, the awarded vendor shall by fax or certified letter notify the agency with the date and time along with al other pertinent information confirming that the order has been placed.

b. State invoices will have the purchase order referenced.

6. VEHICLE EQUIPMENT DATA SHEET

This document shall be submitted with bid for every type of vehicle bidding on. Failure to provide information as required will result in rejection of the bid line item.

7. EMISSION CONTROL

Throughout model years of production during the term of this contract, all vehicles provided under this contract must be certified to the low emission vehicle (LEV), ultra-low emission vehicle (ULEV), or super ultra-low emission vehicle (SULEV); not California Phase II gasoline, and zero emission vehicle (ZEV) emission standards as defined by the United States Environmental Protection Agency. For additional information see the attached State of Georgia General Specifications titled Automobiles and Station Wagons.

8. PURCHASE ORDER APPROVALS

Purchase orders and lease agreements for motor vehicles submitted by any state of Georgia Executive branch agency require prior approval by the Department of Administrative Services (DOAS) Office of Fleet Management (OFM) before the purchase order or lease may be accepted by a vendor. Approval is indicated by an "APPROVED" datestamp and signature from DOAS OFM. Vehicle purchases or leases from statewide contracts by county and municipal government agencies, and by the State of Georgia Judicial Branch do not require this approval. Questions concerning validity of purchase orders or lease agreements received without a date-stamp indicating approval should be referred to the DOAS, OFM.

DOAS CONTACT INFORMATION

See Team Georgia Markeplace (Click open Summary) for current Contract Management Specialist contact information.

State of Georgia Trucks (Regular & Alternative Fuel)

Ordering Instructions: Call or email Supplier and request an order sheet for the vehicle(s) you are requesting. The order sheet will have all available options with associated pricing. All options are priced at Dealer Invoice Cost plus 1%. Indicate on the order sheet your selection of options. The order sheet will tally the cost of the vehicle. Scan the order sheet and email back to SUpplier to order. After supplier reviews the crder sheet, issue the purchase order

All Options are at Dealer Invoice Cost Plus 1 %

Line	Model	Vehicle Description	Price	Early Pay Discount	Supplier Contact Information
T-1	2018	Chevrolet Colorado	$ 19,980.00	NO EPD	Langdale Chevrolet Kris Jessee 706-325-2776 kjessee740@aol.com Contract #: 99999-SPD-ES40199373-0007
T-1	2018	Ford F-150	$ 19,155.00	NO EPD	Allan Vigil Ford Bob Burtner 678-364-3986 bob@vigilford.com 99999-SPD-ES40199373-002
T-2	2017	Ford F-250	$ 21,532.00	NO EPD	Allan Vigil Ford Bob Burtner 678-364-3986 bob@vigilford.com 99999-SPD-ES40199373-002
T-3	2017	Ford F-350	$ 22,555.00	NO EPD	Allan Vigil Ford Bob Burtner 678-364-3986 bob@vigilford.com 99999-SPD-ES40199373-002
Alternatively Fueled					
T-4 AF	2018	C 1500Silvarado (CNG)	$ 33,725.00	$ 33,387.75	Langdale Chevrolet Cris Jesse 706-325-2776 Kjessee740@aol.com Contract #: 99999-SPD-ES40199373-0007
T-5 AF	2017	Ford F-250 GGE CNG Tank	$ 29,688.00	NO EPD	Allan Vigil Ford Bob Burtner 678-364-3986 bob@vigilford.com 99999-SPD-ES40199373-002
T-6 AF	2017	Ford F-350 GGE CNG Tank	$ 30,650.00	NO EPD	Allan Vigil Ford Bob Burtner 678-364-3986 bob@vigilford.com 99999-SPD-ES40199373-002

2018

2017

2017

City Council Meeting
STAFF REPORT

Submitting Department: Public Works
Submitted By: Jill Bazinet
Meeting Date: August 6, 2018

I. AGENDA ITEM TITLE: ON-CALL STORM STRUCTURE AND DRAINAGE REPAIRS

II. RECOMMENDATION:

Please approve the funding in the amount of $200,000.00 to Butch Thompson Enterprises, Inc. for the On-Call Stormwater Structure and Drainage Repairs contract 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: $200,000.00

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
SW Pipe & Structure R&M / 302-41100-5411430-C1308	$200,000.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
N/A	$0.00

IV. REPORT IN BRIEF:

The award of this funding is for on-call storm structure and drainage repairs throughout the City.

During routine inspections of the City's stormwater infrastructure, maintenance needed to any structure, ditch line, curbing, or other stormwater management infrastructure maintained by the City is noted and entered into the Public Works Asset Management System for repairs. There are currently over 600 work orders in the system pertaining to stormwater structures and drainage repairs. These repairs include but are not limited to; regular grouting of manholes, invert installations, top and throat replacements, curb and gutter replacements, and sidewalk replacement due to settled panels located behind an improperly sealed catch basin.

The Department of Public Works prepared a unit rate sheet and specifications, which included numerous line items pertaining to stormwater structure and drainage repairs and advertised for proposals on May 19, 2016. The contract was awarded to Butch Thompson Enterprises, Inc. This is year three of a five-year contract with Butch Thompson Enterprises, Inc. As funding allows, tasks will be assigned to the contractor throughout the year to help supplement Public Works Stormwater maintenance crews with the completion of work orders entered into the Asset Management System for repairs throughout the City.

V. ALTERNATIVES:

VI. ATTACHMENTS:

City Council Meeting
STAFF REPORT

Submitting Department: Public Works
Submitted By: Jill Bazinet
Meeting Date: August 6, 2018

I. AGENDA ITEM TITLE: ON-CALL STORMWATER PIPE LINING SERVICES

II. RECOMMENDATION:

Please approve funding in the amount of $500,000.00 to IPR Southeast for the On-Call Stormwater Pipe Lining Services contract 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: $500,000.00

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
SW Pipe & Structure R&M / 302-41100-5411430-C1308	$500,000.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
N/A	$0.00

IV. REPORT IN BRIEF:

The life expectancy for corrugated metal pipes (CMP) is approximately 25 years. Due to the age of much of the City's stormwater infrastructure, many of our pipes have met or exceeded their life expectancy and are in need of repair.

During routine inspections of the City's stormwater pipe conveyance infrastructure, pipe condition is evaluated and ranked and work orders are entered into the Public Works Asset Management System for repairs.

Pipe maintenance falls into two categories; full replacement and repairs in place. When pipes are in need of repair, but are not to the point of complete failure or replacement, the City has a unique opportunity of extending pipe life expectancy through trenchless lining of the pipe. The trenchless system of lining pipes has been recognized as being the most efficient and cost effective way of making repairs while minimizing the impacts on our roads, parking lots, and residents.

On July 18, 2016, the City approved three 5-year pipe lining contracts. Each contract is for a specific variation of pipe lining. The contracts allow the City to follow-up our inspections by making necessary repairs prior to pipe reaching failure. The City currently has over 200 pipe lining work orders in the queue. Most of the pipes that have been identified meet the criteria necessary for repairs through the on-call contract with IPR Southeast.. The award of this funding will provide for pipe lining throughout the City on our most critical pipes. We anticipate that this funding will cover between 1500 and 2000 linear feet of pipe lining.

V. ALTERNATIVES:

VI. ATTACHMENTS:

City Council Meeting
STAFF REPORT

Submitting Department: Public Works
Submitted By: Jill Bazinet
Meeting Date: August 6, 2018

I. AGENDA ITEM TITLE: ON-CALL STORM PIPE CLEANING

II. RECOMMENDATION:

Please approve funding in the amount of $100,000.00 to Southern Hydro Vac, Inc., to perform stormwater pipe cleaning and stormceptor maintenance services for the City 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: $100,000.00

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
SW Pipe & Structure R&M / 302-41100-5411430-C1308	$100,000.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
N/A	$0.00

IV. REPORT IN BRIEF:

The City has a continued need for a reliable and responsive stormwater pipe cleaning contractor. Stormwater pipe cleaning services are needed to supplement City resources in providing quick proactive storm pipe flushing to prevent flooding and possible damage to property in the event of a clogged storm pipe during storm events. The stormwater pipe cleaning contractor will be available on an as needed basis.

The Department of Public Works with guidance from the Department of Finance prepared a Request for Proposals (RFP) and advertised for proposals in August of 2014. The City received three proposals on September 22, 2014 from Southern Hydro Vac, Inc., Chase Plumbing, and Mechanical, and Pipe Logistics. Staff from the Department of Public Works reviewed and scored the proposals. The Evaluation Committee met October 1, 2014 to tabulate the overall scores. Each proposal was evaluated based on related experience (30 points), average response time (30 points), and cost (40 points).

The high scoring firm, Southern Hydro Vac, Inc., was awarded the contract. The City entered into a two (2) year agreement with an option for three additional one-year renewals. We are currently entering the third one year renewal under the contract with Southern Hydro Vac, Inc.

V. ALTERNATIVES:

VI. ATTACHMENTS:

City Council Meeting
STAFF REPORT

Submitting Department: Community Development
Submitted By: Kathi Cook
Meeting Date: August 6, 2018

I. AGENDA ITEM TITLE: PH-18-03: CITY OF ALPHARETTA CAPITAL IMPROVEMENT ELEMENT AND ANNUAL REPORT
CONSIDERATION OF A RESOLUTION ADOPTING THE 2018 CAPITAL IMPROVEMENT ELEMENT AND ANNUAL REPORT

II. RECOMMENDATION:

Staff seeks approval of a resolution adopting the 2017-2018 Capital Improvement Element and Annual Report as required to keep Qualified Local Government status.

III. REPORT IN BRIEF:

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

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

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

IV. ALTERNATIVES:

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

V. ATTACHMENTS:

2017-2018 CIE Impact Fee Report, FY17YTD IF Credit Usage, CIE Adoption Resolution2018

CITY OF ALPHARETTA, GA
ANNUAL IMPACT FEE FINANCIAL REPORT
FISCAL YEAR 2017

	Impact Fee Fund				General Fund	
	Roads	**Public Safety**	**Recreation and Parks**	**Total Impact Fee Fund**	**Administrative Costs**	**Total**
Impact Fee Fund Balance on July 1, 2016	**$ 1,276,165.06**	**$ 451,956.83**	**$ 1,199,142.17**	**$ 2,927,264.06**	**$ -**	**$ 2,927,264.06**
Fiscal Year 2017 Activity						
Sources:						
Impact Fees Collected	$ 324,093.00	$ 148,384.45	$ 1,083,910.64	$ 1,556,388.09	$ 46,644.29	$ 1,603,032.38
Impact Fee Refunds	(10,113.04)	(936.17)	(95,861.32)	$ (106,910.53)	(1,985.88)	$ (108,896.41)
Accrued Interest	6,479.48	2,442.44	8,912.30	$ 17,834.22	-	$ 17,834.22
Total Sources	***$ 320,459.44***	***$ 149,890.72***	***$ 996,961.62***	***$ 1,467,311.78***	***$ 44,658.41***	***$ 1,511,970.19***
(Uses):						
Project Expenditures/Debt Service	$ (42,564.32)	$ (83,598.11)	$ (172,957.36)	$ (299,119.79)	$ -	$ (299,119.79)
Administrative Costs	-	-	-	$ -	(44,658.41)	$ (44,658.41)
Total Uses	***$ (42,564.32)***	***$ (83,598.11)***	***$ (172,957.36)***	***$ (299,119.79)***	***$ (44,658.41)***	***$ (343,778.20)***
Impact Fee Fund Balance on June 30, 2017	**$ 1,554,060.18**	**$ 518,249.44**	**$ 2,023,146.43**	**$ 4,095,456.05**	**$ -**	**$ 4,095,456.05**
Impact Fees Encumbered at June 30, 2017	***$ -***	***$ 169,064.39***	***$ 69,742.64***	***$ 238,807.03***		***$ 238,807.03***

CITY OF ALPHARETTA, GA
CAPITAL IMPROVEMENT ELEMENT (FY's 2017-2021)
Service Area for each Public Facility: Citywide

Public Facility	Project Description	Project Start Date (Fiscal Year)	Project End Date (Fiscal Year)	Local Cost of Project	Maximum % of Funding from Impact Fees	Maximum Funding from Impact Fees	Impact Fees Expended in FY 2017	Impact Fees Expended in Previous Years	Total Impact Fees Expended to Date	Impact Fees Encumbered as of the end of FY 2017	Current Funding Sources	Status/ Comment	Responsible Department
Roads													
	Impact Fee Ordinance Update	2014	2016	$ 35,000	100.00%	$ 35,000	$ -	$ 34,999.98	$ 34,999.98	$ -	Impact Fees	Completed	Community Development
	Rucker Rd Corridor Improvements	2017	2020	16,734,570	24.10%	4,033,031	-	-	-	-	GO Bond; Impact Fees; General Revenues	Design Phase	Public Works
	Kimball Bridge Rd Congestion Mitigation (North Point Pkwy to Waters Rd)	2017	2020	9,000,000	24.10%	2,169,000	-	-	-	-	GO Bond	Design Phase	Public Works
	Windward Pkwy Corridor Improvements (S.R. 9 to Westside Pkwy)	2017	2020	2,000,000	24.10%	482,000	-	-	-	-	GO Bond		Public Works
	Northwinds Traffic Signal (temporary)	2017	2018	90,000	75.90%	68,310	42,564.32	-	42,564.32	-	Impact Fees; General Revenue	Construction Phase	Public Works
	Teasley Street Extension/Improvements	2017	2019	75,000	75.90%	56,925	-	-	-	-	Impact Fees; General Revenue	Design Phase	Public Works
	Kimball Bridge Rd Bicycle/Pedestrian/Operational Improvements	2017	2022	4,906,529	24.10%	1,182,473	-	-	-	-	TSPLOST	Design Phase	Public Works
	Bethany Rd at Mid-Broadwell Rd Intersection Improvements	2017	2021	1,280,000	24.10%	308,480	-	-	-	-	TSPLOST	Design Phase	Public Works
	Bethany Rd at Mayfield Rd Intersection Improvements	2017	2020	1,280,000	24.10%	308,480	-	-	-	-	TSPLOST	Design Phase	Public Works
	Morris Rd Operational Improvements	2017	2020	3,200,000	24.10%	771,200	-	-	-	-	TSPLOST	Design Phase	Public Works
	Old Milton Parkway Capacity Improvements	2017	2023	6,000,000	24.10%	1,446,000	-	-	-	-	TSPLOST	Design Phase	Public Works
	Windward Parkway Business District/Union Hill Rd Capacity Improvements	2017	2023	19,225,594	24.10%	4,633,368	-	-	-	-	TSPLOST	Design Phase	Public Works
	Academy St/Webb Bridge Rd Operational and Pedestrian Improvements	2018	2023	15,396,029	24.10%	3,710,443	-	-	-	-	TSPLOST; General Revenue	Design Phase	Public Works
	Haynes Bridge Rd Capacity Improvements	2018	2020	5,000,000	24.10%	1,205,000	-	-	-	-	TSPLOST	IGA Phase (City of Johns Creek)	Public Works
	McGinnis Ferry Rd Capacity Improvements	2020	2022	4,000,000	24.10%	964,000	-	-	-	-	TSPLOST; GO Bond; General Revenue		Public Works
	Adaptive Traffic Signal/ITS	2019	2020	1,322,153	24.10%	318,639	-	-	-	-	TSPLOST; General Revenue		Public Works
	Canton Street Improvements	2025	2027	2,500,000	24.10%	602,500	-	-	-	-	TBD		Public Works
	Alpharetta Downtown Streets	2025	2027	1,500,000	24.10%	361,500	-	-	-	-	TBD		Public Works
	Major Intersection Improvements	2019	2029	2,550,000	24.10%	614,550	-	-	-	-	TBD		Public Works
	Webb Bridge Rd Bridge over GA 400 (replacement)	2021	2024	4,320,809	24.10%	1,041,315	-	-	-	-	TBD		Public Works
	Kimball Bridge Rd Bridge over GA 400 (replacement)	2019	2023	3,000,000	24.10%	723,000	-	-	-	-	TBD		Public Works
	Davis Road Extension to Westside Parkway	2019	2021	500,000	75.90%	379,500	-	-	-	-	TBD		Public Works
	Connector Rd (North Point Pkwy to Edison Dr)	2019	2022	1,080,000	75.90%	819,720	-	-	-	-	TBD		Public Works
	Pedestrian/Safety Improvements at Marietta St. & SR9	2019	2020	175,000	24.10%	42,175	-	-	-	-	TBD		Public Works
	Hembree Road Turn Lanes	2019	2021	750,000	24.10%	180,750	-	-	-	-	TBD		Public Works
	Westside/Morrison Parkway Improvements	2025	2028	2,780,000	24.10%	669,980	-	-	-	-	TBD		Public Works
	Marjean Way Extension	2019	2022	3,500,000	75.90%	2,656,500	-	-	-	-	TBD		Public Works
	Wills Road Widenings (Milton Avenue to Old Mitlon Pkwy)	2019	2022	850,000	24.10%	204,850	-	-	-	-	TBD		Public Works
	Waters Rd Traffic Calming	2019	2022	2,750,000	24.10%	662,750	-	-	-	-	TBD		Public Works
	Kimball Bridge Rd Improvements (Waters Rd to Buice Rd)	2020	2023	2,400,000	24.10%	578,400	-	-	-	-	TBD		Public Works
	Streetlighting Conversions/New Installations	2019	2029	547,200	24.10%	131,875	-	-	-	-	TBD		Public Works
	Douglas Rd Traffic Calming (no roundabout)	2019	2020	500,000	24.10%	120,500	-	-	-	-	TBD		Public Works
	Douglas Rd Traffic Calming (roundabout)	2019	2022	1,850,000	24.10%	445,850	-	-	-	-	TBD		Public Works
	Park Plaza Signalization Upgrade	2019	2020	300,000	24.10%	72,300	-	-	-	-	TBD		Public Works
	Mayfield Rd Bike Route (Mayfield Cir to Upshaw Dr)	2024	2026	555,000	24.10%	133,755	-	-	-	-	TBD		Public Works
				$ 121,952,884		$ 32,134,120	$ 42,564.32	$ 34,999.98	$ 77,564.30	$ -			

CITY OF ALPHARETTA, GA
CAPITAL IMPROVEMENT ELEMENT (FY's 2017-2021)
Service Area for each Public Facility: Citywide

Public Facility	Project Description	Project Start Date (Fiscal Year)	Project End Date (Fiscal Year)	Local Cost of Project	Maximum % of Funding from Impact Fees	Maximum Funding from Impact Fees	Impact Fees Expended in FY 2017	Impact Fees Expended in Previous Years	Total Impact Fees Expended to Date	Impact Fees Encumbered as of the end of FY 2017	Current Funding Sources	Status/ Comment	Responsible Department
Public Safety													
	Impact Fee Ordinance Update	2014	2016	$ 15,625	100.00%	$ 15,625	$ -	$ 15,625.01	$ 15,625.01	$ -	Impact Fees	Completed	Community Development
	Public Safety Headquarters Expansion	2017	2019	4,616,134	100.00%	4,616,134	83,598.11	74,687.50	158,285.61	169,064.39	General Revenues; Impact Fees; DEA; E-911 Fees	Design Phase	Public Safety/ Public Works
				$ 4,631,759		$ 4,631,759	$ 83,598.11	$ 90,312.51	$173,910.62	$ 169,064.39			
Recreation and Parks													
	Impact Fee Ordinance Update	2014	2016	$ 11,875	100.00%	$ 11,875	$ -	$ 11,875.01	$ 11,875.01	$ -	Impact Fees	Completed	Community Development
	Sidewalk Improvements	2017	2029	7,594,083	24.00%	1,822,580	-	-	-	-	GO Bond; General Revenues; TBD	Design Phase	Public Works
	Waters Rd Sidewalk Improvements	2019	2020	750,000	24.00%	180,000	-	-	-	-	TBD		Parks
	City Center Walking Trail	2017	2019	300,000	100.00%	300,000	-	-	-	-	Impact Fees	Design Phase	Public Works
	Eastside Community Center/YMCA Partnership	2017	2022	2,500,000	30.96%	774,000	-	-	-	-	GO Bond		Parks
	Alpharetta Arts Center Development	2017	2019	3,387,244	54.17%	1,834,870	172,957.36	-	172,957.36	69,742.64	GO Bond; Impact Fees; General Revenues; Hotel/Motel Taxes;	Construction Bidding Phase	Parks/Public Works
	Wills Park Pool Renovation/Expansion	2017	2019	6,140,453	36.12%	2,217,932	-	-	-	-	GO Bond; Impact Fees; General Revenues	Construction Bidding Phase	Parks/Public Works
	Parkland Acquisition	2017	2019	4,000,000	100.00%	4,000,000	-	-	-	-	GO Bond	Land Acquisition/Demolition Phase	Parks
	Cultural Arts/Parkland Acquisition	2017	2022	1,600,000	100.00%	1,600,000	-	-	-	-	GO Bond; Impact Fees		Parks
	Greenway Extension to Forsyth County	2017	2020	6,500,000	25.63%	1,665,950	-	-	-	-	GO Bond	Design Phase	Parks/Public Works
	AlphaLoop City Trail	2017	2022	10,217,137	100.00%	10,217,137	-	-	-	-	General Revenues; Developer Contributions; Grants; Impact Fees; TBD	Design Phase	Community Development/ Public Works
	Alpharetta Community Ctr Renovation/Expansion	2020	2028	6,215,000	54.17%	3,366,666	-	-	-	-	TBD		Parks
	North Park (Fields 1-4) Concession Building Renovation	2019	2021	1,650,000	86.16%	1,421,640	-	-	-	-	TBD		Parks
	Park Master Plans for newly acquired Park Lands	2018	2020	188,000	100.00%	188,000	-	-	-	-	General Revenue; Impact Fees; TBD		Parks
	Neighborhood Park Renovation/Development	2019	2027	3,850,000	43.34%	1,668,590	-	-	-	-	TBD		Parks
	Wills Park Equestrian Center Improvements	2019	2024	1,061,250	68.93%	731,520	-	-	-	-	TBD		Parks
	North Park Trail System	2021	2022	250,000	100.00%	250,000	-	-	-	-	TBD		Parks
	North Park Field 5 Re-Design	2021	2023	485,000	69.69%	337,997	-	-	-	-	TBD		Parks
	Webb Bridge Park Community Center	2021	2024	17,750,000	54.17%	9,615,175	-	-	-	-	TBD		Parks
	Pocket Park Development	2019	2028	1,250,000	36.12%	451,500	-	-	-	-	TBD		Parks
	Eastside Dog Park	2022	2024	300,000	39.39%	118,170	-	-	-	-	TBD		Parks
	Greenway Linkages	2021	2023	500,000	25.63%	128,150	-	-	-	-	TBD		Parks/Public Works
	Georgia 400 Bicycle Expressway and Greenway	2020	2024	16,000,000	25.63%	4,100,800	-	-	-	-	TBD		Public Works
				$ 92,500,042		$ 47,002,550	$172,957.36	$ 11,875.01	$184,832.37	$ 69,742.64			
	Total						$299,119.79	$137,187.50	$436,307.29	$ 238,807.03			

2017 Impact Fee Credit Usage (YTD)

Company Name	Road Impact Fee Credits used In 2017	Public Safety Impact Fee Credits used In 2017	Parks Credits used In 2017
Acadia Homes & Neighbor	$ 4,334.16	$ -	$ -
Archway Custom Homes	2,889.44	-	-
Ber-Bank, LLC (Northwinds LDP)	392,633.05	-	-
Evirons, LLC	10,948.90	-	-
GRBK Academy LLC	41,896.88	-	148,242.49
JHS Building, LLC	92,362.00	-	-
John Weiland Homes	13,002.48	-	35,782.67
Newhall Land Company	-	-	25,559.05
Sharp Residential/Northfield Partners, LLC	31,783.84	-	-
Talon Neighborhoods, LLC	7,223.60	-	-
Taylor Morrison Homes of GA LLC	17,336.64	-	-
GRAND TOTAL	**$ 614,410.99**	**$ -**	**$ 209,584.21**

RESOLUTION NO.

A Resolution Of The City Council Of Alpharetta Georgia For The Adoption Of The Capital Improvements Element And Annual Report

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

WHEREAS, the Capital Improvements Element and Annual Report was prepared in accordance with the Development Impact Fee Compliance Requirements and the Minimum Planning Standards and Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989, and a Public Hearing was held on April 30th at 6:30 PM at the City Hall of Alpharetta, Georgia; and

WHEREAS, the City of Alpharetta has received notification from the Atlanta Regional Commission that the Georgia Department of Community Affairs has, on June 27th, 2018, issued a finding of fact that the Capital Improvement Element adequately address the Local Planning Requirements; and

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Alpharetta hereby adopts the annual update of the capital improvements element and transmitting these documents to the Atlanta Regional Commission, per the Georgia Planning Act of 1989.

SO RESOLVED this _____ day of _____, 2018.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

(SEAL)

COUNCIL MEMBERS

_____

_____

_____

Attest:

_____

_____

_____
City Clerk

_____

City Council Meeting
STAFF REPORT

Submitting Department: City Clerk
Submitted By: Coty Thigpen
Meeting Date: August 6, 2018

I. AGENDA ITEM TITLE: INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES BETWEEN FULTON COUNTY, GEORGIA AND THE CITY OF ALPHARETTA, GEORGIA

II. RECOMMENDATION:

Staff recommends approval of an Intergovernmental Agreement for the provision of election services between Fulton County and the City of Alpharetta in the amount of $14,479.10.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: YES

TOTAL PROJECT COST: 14,479.10

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

The City of Alpharetta recently approved calling for a Special Election to be held in conjunction with the November General Election to consider two ballot referendums concerning a floating homestead exemption and Sunday alcohol sales. The Intergovernmental Agreement between the City of Alpharetta and Fulton County states that since the City's Special Election is concurrent to the County's general Election, the City will only be financially responsible for a 10% administrative fee to offset administrative costs incurred as a result of conducting our Election. The estimated cost attached to the agreement is $14,479.10. Should the County reconcile their costs after the Election and find we are entitled to a refund based on their estimate, the City can expect that within 90 days after the election. If any additional amounts are owed by the City, payment is due within 30 days of receipt of the invoice.

V. ALTERNATIVES:

VI. ATTACHMENTS:

2018 November Special Election IGA

INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF ELECTION SERVICES
BETWEEN
FULTON COUNTY, GEORGIA and
CITY OF ALPHARETTA, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ____ day of _____, 2018, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Alpharetta, Georgia ("City"), a municipal corporation lying wholly or partially within the County.

WHEREAS, the parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct this election for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may by ordinance authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, the Fulton County Board of Registration and Elections ("BRE") has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

WHEREAS, the BRE, among other things, is responsible for the selection and appointment of the elections Superintendent, who selects, appoints, and trains poll workers for elections;

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1
CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the parties that City elections be conducted in compliance with all applicable federal, state and local legal requirements.

1.2 For each City election, City, at its sole option, shall submit to County a request in the form attached hereto as Exhibit A. Requests must be made in conformance with O.C.G.A § 21-2-540, now and as it may be amended hereafter, to the address specified in the Notice Section below. If a timely request is not made, the County shall have no obligation to conduct the City election which was the subject of the request.

1.3 In the event any special City election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

ARTICLE 2
TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of Fulton County, Georgia and will terminate on December 31, 2018, unless otherwise terminated as set forth herein.

ARTICLE 3
DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, each party shall provide the following enumerated services for the special election to be held on November 6, 2018:

3.1 Upon receipt of request to perform a City election, and the agreement to conduct a City election, the County through the Superintendent or their designee(s) shall be responsible for:

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors.

f) Performing duties of elections Superintendent, and absentee ballot clerk for the November 6, 2018 City special election;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;

h) Providing staff, equipment and supplies for conducting the November 6, 2018 City election at City polling places on City election days and for conducting recounts as may be required;

i) Certifying City election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and

3.2 The City shall be responsible for:

a) Recommending early voting sites and hours of operation to the County.

b) Adopting Election resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and calls for special City elections as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*, now and as it may be amended hereafter;

d) Placing advertisements in the City's legal organ regarding calls for City elections, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

e) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

f) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

g) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

h) If the City desires to review and verify the accuracy of the voter list(s) for City residents, it must do so not less than 30 days prior to Election Day;

i) Providing the County with an electronic copy of referendums that must be placed on a ballot;

j) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

k) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4
COMPENSATION AND CONSIDERATION

4.1 For City elections that are to be conducted contemporaneously with a countywide General election, pursuant to this Agreement and to action of the Board of Commissioners on August 2, 2017, the City will not be charged for the cost of said election, but will be responsible for a 10% administrative fee only.

4.2 The 10% administrative fee attached hereto as Exhibit B.

i) An estimate of the City's pro-rata share of the administrative fee based on the number of electors will be provided to the City and that amount is due to the County ninety (90) days prior to Election Day.

ii) Following the election, the actual costs of the election will be determined, as well as the City's pro-rata share of the administrative fee based on actual costs.

iii) If based on the estimated election, a refund is due to the City, said administrative fee refund will be issued within ninety (90) days after the election.

iv) If based on the estimated election costs the City owes the County an additional amount for the administrative fee, the County will issue an invoice for that amount which is due and payable within thirty (30) days of receipt.

4.3 For City elections that are not conducted contemporaneously with any countywide election, the City will pay the actual cost of such election based on a budget prepared in accordance with the form attached hereto as Exhibit B.

i) The City will pay the County the sum determined in Exhibit B for the election to be maintained in a separate election account. Said amount is due ninety (90) days prior to Election Day.

ii) Following the election, the actual costs of the election will be determined.

iii) If based on the payment made in compliance with Exhibit B, a refund is due to the City said refund will issue within ninety (90) days after the election.

4.4 Failure to timely remit the funds owed will result in a 10% per month penalty.

ARTICLE 5
LEGAL RESPONSIBILITIES

5.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 In the event that a City election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

5.3 To the extent allowed by law, the City agrees to defend and hold harmless the County with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the County may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the City and/or its employees.

5.4 To the extent allowed by law, the County agrees to defend and hold harmless the City with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the City may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the County and/or its employees.

5.5 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

5.6 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 6
EMPLOYMENT STATUS

6.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

6.2 All County personnel assigned under this Agreement are and will continue to be part of the Fulton County Department of Registration and Elections and under the supervision of the Superintendent.

6.3 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 7
RECORDKEEPING AND REPORTING

7.1 The County Registration and Elections Department is the central repository for all departmental records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

7.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 8
E-VERIFY AND TITLE VI

Each party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-verify and Title VI requirements under applicable law.

ARTICLE 9
AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

Further, the Fulton County Board of Registration and Elections has reviewed and approved this Agreement and has authorized its Chairman and its Chief Administrative Officer to execute any ancillary documents required to complete the November 6, 2018 Special Election, including but not limited to the Notice of the Call of the Special Election and the Notice of the Special Election.

ARTICLE 10
TERMINATION AND REMEDIES

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other party delivered at least thirty (30) days prior to the effective date of the termination.

ARTICLE 11
NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the City Administrator via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County:
Fulton County Board of Registration and Elections
Attn: Director
130 Peachtree St SW, Suite 2186
Atlanta, Georgia 30303
Facsimile: 404.612.2545

With a copy to:
Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303
Facsimile: 404.730.6540

If to the City:
City Administrator
_____
_____

With a copy to:
City Attorney
_____
_____

ARTICLE 12
NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 13
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

ARTICLE 14
SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

ARTICLE 15
BINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 16
COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

FULTON COUNTY, GEORGIA

APPROVED AS TO SUBSTANCE:

(Seal)

_____
Chair, Board of Commissioners

ATTEST:

_____
Interim Clerk to Commission

Date:_____

ATTEST:

_____

APPROVED AS TO FORM:

_____
Fulton County Attorney's Office

APPROVED AS TO SUBSTANCE:

_____
Richard Barron
Director / Elections Supervisor
Registrations and Elections

SIGNATURES APPEAR ON THE FOLLOWING PAGE

CITY OF ALPHARETTA, GEORGIA

_____(SEAL)

Mayor

Date:_____

_____

City Clerk (SEAL)

APPROVED AS TO FORM:

_____

City Attorney

APPROVED AS TO SUBSTANCE:

_____

City Administrator

EXHIBIT A

As per the Agreement executed on _____, the City of Alpharetta, hereby requests that Fulton County conduct its Special Election on November 6, 2018, within the boundary of Fulton County.

The last day to register to vote in this election is October 9, 2018.

The list of early voting locations will be forthcoming.

.

This _____ day of _____, 2018.

_____ (SEAL)
City Clerk

The Fulton County Board of Registrations and Elections agrees to conduct the City of Alpharetta Special Election on November 6, 2018, within the boundary of Fulton County.

This _____ day of _____, 2018.

_____ (SEAL)
Elections Superintendent
Fulton County Board of Registrations and Elections

Fulton County Department of Registration and Elections
130 Peachtree Street, SW
Suite 2186
Atlanta, Georgia 30303
Phone: (404) 612-7020
Fax: (404) 730-7024

Date: 7/16/2018
INVOICE # ALP112018

TO
City of Alpharetta
City Clerk's Office
Two South Main Street
Alpharetta, GA 30201
678-297-6003
Attn: Ms. Coty S. Thigpen

Qty	Description	Total
1	10% Administrative Fee - To Conduct Special Municipal Election City of Alpharetta, November 6, 2018	$14,479.10
	TOTAL DUE	**$14,479.10**
MAKE CHECK PAYABLE TO: **FULTON COUNTY DIRECTOR OF FINANCE**		