



City Council Meeting and Public Hearing OCTOBER 15, 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 (Meeting of 10/01/2018)

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

V. PUBLIC HEARING

A. PH-18-11: Shirley Bridge Estates / Modify Conditions of Zoning

Consideration of a request to modify a previous condition of zoning related to exterior building materials. The property is located on the north side of the intersection of Webb Bridge Road and Shirley Bridge Road and is legally described as being located in Land Lots 1238, 1249 & 1250, 2nd District, 1st Section, Fulton County, Georgia.

B. PH-18-12: Shirley Bridge Road Extension Road Abandonment

Consideration of a request to abandon a portion of the Shirley Bridge Road right-of-way. The property is located near the northwest corner of Shirley Bridge Road and Clipper Bay Drive and is legally described as being located in Land Lot 1250, 2nd District, 1st Section, Fulton County, Georgia.

C. Z-18-05 / E-18-07: Kairos Old Milton LLC / DT-LW

Consideration of a request to rezone approximately 2.16 acres from O-I (Office-Institutional) and R-12 (Dwelling, 'For-Sale', Residential) to DT-LW (Downtown Live-Work) to allow for a 30,000 square foot office building and a 28,500 square foot office building wrapping a parking deck. An exception is requested to increase the maximum building height of the 30,000 square foot office building from 3 stories and 40' to 3 stories and 48'. An exception is requested to increase the maximum building height of the 28,500 square foot office building from 3 stories and 40' to 4 stories and 56' to allow for a 3,500 square foot covered, open air restaurant use. The property is located at 2260, 2270 & 2300 Old Milton Parkway and is legally described as being located in Land Lot 748, 1st District, 2nd Section, Fulton County, Georgia.

D. PH-18-10: Edison Road Abandonment

Consideration of a request to abandon a portion of the Edison Road right-of-way. The property is located at the turnaround area of Edison Road and is legally described as being located in Land Lot 1176, 2nd District, 1st Section, Fulton County, Georgia.

E. PH-18-04: Unified Development Code Text Amendments / PSC, MU and North Point Overlay District

Consideration of text amendments to Unified Development Code to amend the Planned Shopping Center (PSC) and Mixed Use (MU) zoning districts to allow residential uses in the North Point LCI and to create a North Point Overlay.

VI. OLD BUSINESS

A. MOU between City and Brewable

(NOTE: This item was tabled at the October 1, 2018 City Council Meeting and requires a vote to be removed from the table before discussion)

VII. NEW BUSINESS

A. RFP 19-103: North Park Artificial Turf Replacement Project

B. Consideration to Adopt the Wills Park Master Plan

C. Big Creek Greenway Extension - Design Services Change Order

D. Firefighter Turnout Gear (RFP 19-102)

E. Request To Submit: Fiscal Year 2018 Assistance To Firefighters Grant Application

F. Approval of Director of Human Resources Position

VIII. PUBLIC COMMENT

IX. REPORTS

X. ADJOURNMENT



City Council Meeting
October 1, 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
 - o Mayor Jim Gilvin
 - o Mayor Pro Tem Donald F. Mitchell (ABSENT)
 - o Jason Binder
 - o Ben Burnett
 - o John Hipes
 - o Dan Merkel
 - o Karen Richard
- Staff
 - o Bob Regus, City Administrator
 - o Sam Thomas, City Attorney
 - o James Drinkard, Asst. City Administrator
 - o Peter Sewczwicz, Director of Public Works
 - o John Robison, Deputy Director of Public Safety
 - o Morgan Rodgers, Director of Recreation and Parks
 - o Kathi Cook, Director of Community Development
 - o Michael Woodman, Senior Planner

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

III. PLEDGE TO THE FLAG

IV. CONSENT AGENDA

A. Alcoholic Beverage License Applications

PH-18-AB-53 Hacienda Bar and Grill N04 LLC
 d/b/a La Teda Tapas and
 Tequila 5815 Windward
 Parkway STE 211
 Alpharetta, GA 30004

Purpose: Consumption on Premises
 Beer, Wine, Liquor, Sunday Sales

Owner: Celerino Garcia
 Reg. Agent: Antonio Morales

B. City Council Meeting Minutes of 9-24-2018

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

V. NEW BUSINESS

A. Approval of Capital Initiatives

- Director of Finance, Tom Harris, came forward to present this item.
- Staff recommends Mayor and Council approve funding for the FY 2019 Capital Initiatives.
- The FY 2019 Budget was distributed electronically to the City Council on April 30, 2018 and made available on the City's website through the financial transparency portal (OpenGov) and as a downloadable pdf document.
- The Finance Department presented an overview of the operating/capital budget at the May 7th, May 21st, and June 4th City Council Meetings.
- Public Hearings on the budget were held on June 11th and 18th with final approval of the FY 2019 Budget occurring on June 18, 2018.
- Due to uncertainty regarding the tax digest, adoption of the millage rate was postponed pending receipt and analysis of the certified tax digest from the Fulton County Tax Commissioner.

- The FY 2019 Capital Plan included funding totaling \$15 million allocated towards identified capital initiatives with residual funding placed in non-allocated accounts pending further review of the tax digest by the City Council. The general non-allocated capital account totals \$3.3 million.
- Public Hearings on the millage rate levy were held on July 16th (11:30am and 6:30pm) and July 23rd with final approval of the FY 2019 millage rate levy occurring on July 23, 2018.
- The actual growth in the tax digest exceeded the conservative budget estimate resulting in an additional \$1.4 million in tax revenue. As the City's tax base is roughly 55% Commercial/45% Residential, millage rate reductions would primarily benefit commercial property owners. City Council and staff researched multiple opportunities for targeting residential property owners through a combination of long-term tax reduction measures and neighborhood capital improvements. This research culminated in the approval by City Council of three separate homestead exemption tax relief measures.
- The first tax relief measure is a Council approved floating homestead exemption that will be subject to voter approval on the November 2018 ballot.
- The second tax relief measure is a \$5,000 increase to the City's base homestead exemption (increasing the homestead exemption from \$40,000 to \$45,000) that will be subject to voter approval on the November 2019 ballot.
- The third tax relief measure involves removing income restrictions for residents age 65 and older to qualify for the \$10,000 additional senior homestead exemption and will be subject to voter approval on the November 2019 ballot. These Council approved tax relief measures are aimed at reducing the tax burden on our residential property owners and keeping Alpharetta an affordable place to live.
- The \$1.4 million in additional tax revenue discussed above, would bring total general non-allocated capital funding to \$4.7 million.
- Recommended Capital Initiatives total \$2 million and include the following:
 - \$1,000,000 Milling and Resurfacing (neighborhood streets)
 - \$60,000 Wills Road Widening (conceptual design)
 - \$250,000 Buice Road Traffic Calming
 - \$80,000 City Center Parking Deck Security/Lighting
 - \$50,000 Downtown Centralized Waste/Recycling Facility (design)
 - \$600,000 Design and Construction of new Park Spaces

Public Comment

None

❖ Council Member Merkel offered a motion to approve the FY 2019 Capital Initiatives

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

B. Resolution - Franchise Fee

- Director of Finance, Tom Harris, came forward to present this item with additional background provided by City Attorney
- City Attorney, Sam Thomas, read the Resolution into the record

Public Comment

- Paresh Naik, 4332 Bluehouse Lane, Alpharetta GA came forward to speak on this item
- Don Nasher, 305 Karen Drive, Alpharetta, GA, came forward to speak on this item
- ❖ Council Member Merkel offered a motion to approve the Resolution as read by City Attorney
 - The motion received a second from Council Member Hipes
 - The motion was approved 5-1; Burnett voting no

C. Approval of Comcast Franchise Renewal Agreement

- Director of Finance, Tom Harris, came forward to present this item
- Consideration to approve a franchise renewal agreement with Comcast that increases the franchise fee from 3% to 5% per the Resolution approved in the previous item.

Public Comment

None

- ❖ Council Member Merkel offered a motion to approve the Comcast Franchise Renewal Agreement for the next 10 years
 - The motion received a second from Council Member Hipes
 - The motion was approved 5-1; Burnett voting no

D. Fiscal Year 2019 Local Maintenance and Improvement Grant

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- Staff recommends Mayor and Council adopt the attached resolution providing approval of the submission of the Fiscal Year 2019 Local Maintenance and Improvement Grant

application to the Georgia Department of Transportation.

- The Georgia Department of Transportation (GDOT) began accepting applications for the Fiscal Year 2019 Local Maintenance and Improvement Grant (LMIG) Program on July 1, 2018.

- Per GDOT guidelines, the following projects are allowable under the LMIG program:
 - Preliminary engineering (including engineering for right-of-way plans and utility plans)
 - Construction supervision and inspection
 - Utility adjustments or replacement
 - Patching, leveling, and resurfacing a paved roadway
 - Grading, drainage, base, and paving existing or new roads
 - Replacing storm drain pipe or culverts
 - Intersection improvements
 - Turn lanes
 - Bridge repair or replacement
 - Sidewalk adjacent (within right-of-way) to a public road or street
 - Roadway signs, striping, and guardrail installation
 - Signal installation or improvement
 - Aggregate surface course for dirt road maintenance

- The following projects are not eligible with LMIG funds:
 - Right-of-way acquisition
 - Street lighting
 - Beautification and streetscapes
 - Walking trails and tracks
 - Landscaping
 - Administrative services

- The LMIG budget for FY 2019 is based on the collection of motor fuel taxes from FY 2018. The amount of each local government's allocation is based on the total centerline road miles for your local road system and the total population of your city / county as compared with the total statewide centerline road miles and total statewide population.

- LMIG funds can be escrowed by the local government for a maximum of three fiscal years for the construction of larger projects, but GDOT expects the vast majority of the projects to be completed within the fiscal year of the grant.

- All LMIG projects must be completed as soon as possible, but substantially complete within three years from the date of the LMIG application. All preconstruction activities, advertisements, lettings, and quality control of work and materials will be the responsibility of the local government.

- The Public Works Department proposes to use the FY19 LMIG allocation and match to fund the following milling and resurfacing projects:
 - Brierfield Lake - Briers Chute to Cul-De-Sac
 - Davis Island - Briers Chute to Cul-De-Sac

- Briers Chute - Briers Creek Drive to Cul-De-Sac
 - Briers Creek Drive - Briers Bend to Cul-De-Sac
 - Briers Bend - Brierfield to Cul-De-Sac
 - Oakvale Rise - Briers Bend to Cul-De-Sac
 - Briers Ridge - Briers Bend to Cul-De-Sac
 - Brierfield Road - Midbroadwell to Cul-De-Sac
 - Davis Bend - Brierfield to Cul-De-Sac
 - Locust Grove court - Brierfield to Cul-De-Sac
 - Broadwell Oaks Drive - Midbroadwell Road to Broadwell Oaks
 - Broadwell Oaks Court - Broadwell Oaks Drive to Cul-De-Sac
 - Bryn Athyn court - Tuxford Drive to Cul-De-Sac
 - Newport Bay Passage - Clubhouse Drive to Douglas Road
 - Pearson Court - Lillian Drive to End
 - Lillian Drive - Charlotte Drive to End
 - McCoy Way - Cul-De-Sac to Cul-De-Sac
 - Kearny Court - Kearny Street to Cul-De-Sac
 - Kearny Street - End to End
 - Stanyan Street - Thornberry to Cul-De-Sac
 - Stanyan Place - Stanyan Street to Cul-De-Sac
 - Marin court - Stanyan Street to Cul-De-Sac
 - Serenity Court - Marin Court to Cul-De-Sac
 - Bishops Gate Court - Thornberry to Cul-De-Sac
 - Lantern Ridge Drive - Providence Road to Lantern Ridge Court
 - Hedge Lawn Trail - Crabapple Chase Drive to Cul-De-Sac
- Note: This application is due on January 1, 2019
- City Attorney, Sam Thomas, read the Resolution into the record

Public Comment

None

- ❖ Council Member Merkel offered a motion to approve the Fiscal Year 2019 Local Maintenance and Improvement Grant application to the Georgia Department of Transportation.
- The motion received a second from Council Member Hipes
- The motion was approved unanimously 6-0

E. FY 2019 Milling and Resurfacing, ITB 19-003

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- Staff recommends Mayor and Council award Bid No. 19-003 to Allied Paving contractors, Inc. in the amount of \$3,301,963.20 for the FY 2019 Milling and Resurfacing Project and authorize the Mayor to execute all necessary documents.
- The City of Alpharetta maintains over 500 lane miles of roadway. Each year the City budgets dollars towards the milling and resurfacing of these roads. Accomplishing this task extends the roads' useful life and increases the roads' ability to handle traffic

volumes.

- The most recent re-evaluation was completed in Fall of 2016. Based on these revised ratings, 57 roads were included in the annual offering. These roads include:
- Old Alabama Conn. - Mansell Road to City Limits De-Sac
- Marietta Street - South Main Street to Old Roswell
- Morrison Pkwy - Haynes Bridge Road to Hembree Road
- Westside Pkwy - Webb Bridge to Windward Pkwy
- Brierfield Lake - Briers Chute to Cul-De-Sac
- Davis Island - Briers Chute to Cul-De-Sac
- Briers Chute - Briers Creek Drive to Cul-De-Sac
- Briers Creek Drive - Briers Bend to Cul-De-Sac
- Briers Bend - Brierfield to Cul-De-Sac
- Oakvale Rise - Briers Bend to Cul-De-Sac
- Briers Ridge - Briers Bend to Cul-De-Sac
- Brierfield Road - Mid Broadwell to Cul-De-Sac
- Davis Bend - Brierfield to Cul-De-Sac
- Locust Grove Court - Brierfield to Cul-De-Sac
- Broadwell Oaks Drive - Mid Broadwell Road to Broadwell Oaks
- Broadwell Oaks Court - Broadwell Oaks Drive to Cul-De-Sac
- Bryn Athyn Court - Tuxford Drive to Cul-De-Sac
- Church Street - Canton Street to Main Street
- Newport Bay Passage - Clubhouse Drive to Douglas Road
- Pearson Court - Lillian Drive to End
- Lillian Drive - Charlotte Drive to End
- McCoy Way - Cul-De-Sac to Cul-De-Sac
- Kearny Court - Kearny Street to Cul-De-Sac
- Kearny Street - Cul-De-Sac to Cul-De-Sac
- Stanyan Street - Thornberry to Cul-De-Sac
- Stanyan Place - Stanyan Street to Cul-De-Sac
- Marin Court - Stanyan Street to Cul-De-Sac
- Serenity Court - Marin Court to Cul-De-Sac
- Bishops Gate Court - Thornberry to Cul-De-Sac
- Lantern Ridge Drive - Providence Road to Lantern Ridge Court
- Hedge Lawn Trail - Crabbapple Chase Drive to Cul-De-Sac

- Birch Hollow Drive - Harris Road to Cul-De-Sac
- Birch Hollow Place - Birch Hollow Drive to Cul-De-Sac
- Culworth Manor - Hebden Bridge Lane to End
- Hollymount Road - Hebden Bridge Lane to Cul-De-Sac
- Ebley Place - Hebden Bridge Lane to Cul-De-Sac
- Grey Abbey Drive - end to end
- Harrogate Way - Barnsely Lane to Cul-De-Sac
- Shady Grove Lane - Canton Street to Pebble Trail
- Pebble Trail - Canton street to Cul-De-Sac
- Pruitt Drive - Charlotte Drive to Marka Lane
- Marka Lane - Charlotte Drive to end
- Crocker Way - Pruitt Drive to end
- Lambdin Lane - Tuxford Drive to Cul-De-Sac
- Winans Walk - Carrara Cove to Cul-De-Sac
- Morning Mist Court - Grenadier Lane to Cul-De-Sac
- Rheims Way - Welwyn Walk to Cul-De-Sac
- Maple Lane - Mayfield Circle to Cul-De-Sac
- Henderson Court - Henderson Parkway to Cul-De-Sac
- Village Court - Henderson Court to Cul-De-Sac
- South Somerset Lane - Henderson Parkway to Cul-De-Sac
- Bascomb Farm Drive - Mayfield Road to Cul-De-Sac
- Samuel Close Court - Bascomb Farm Drive to Cul-De-Sac
- Greens Creek Lane - Bascomb Farm Drive to Cul-De-Sac
- Dodds Grove Lane - Bascomb Farm Drive to Greens Creek Lane
- Meridian Crossing - Windward Parkway to Cul-De-Sac
- Meridian Court - Meridian Crossing to Cul-De-Sac
- Work along Old Alabama Connector, Marietta Street, Morrison Parkway and Westside Parkway will be accomplished at night.
- Also included in the scope of work is an alternative pavement repair method, Soil Cement. Soil Cement is used when the condition of the subgrade is insufficient and traditional milling and resurfacing is not a viable option. Soil Cement will be used on Birch Hollow Drive and Birch Hollow Place.
- The Department of Public Works prepared a request for bids (ITB 19-003) for the locations listed above. The City advertised for competitive bids on August 9, 2018. Bids for the project were received on September 13, 2018, and the City chose the lowest bid from Allied Paving Contractors, Inc. \$3,301,963.20.

- The apparent low bidder, Allied Paving Contractors, Inc., (Allied) has completed multiple roadway and paving projects within the Metro Atlanta area including the projects with the City of Sandy Springs, the City of Dunwoody and Gwinnett County. The City awarded the FY 2018 Milling and Resurfacing project to Allied Paving Contractors, Inc. and was pleased with their professionalism and workmanship.
- On September 14, 2018, Staff met with representatives of Allied Paving Contractors, Inc. to review the scope of work and the City's expectations. Allied assured Staff that they could complete the project for the bid amount and within the allocated time frame. Thus, Staff determined Allied Paving Contractors, Inc. to be the lowest responsive and responsible bidder.
- As this is a unit price contract, progress payments to the contractor will be based on the quantity of work completed for each item per the values submitted by the contractor in its bid to the City. The City's representative will verify the quantity is correct prior to approving the payment.
- All work included within this project's scope shall be finished by Wednesday, July 31, 2019.

Public Comment

- ❖ Council Member Merkel offered a motion to award Bid No. 19-003 to Allied Paving Contractors, Inc. in the amount of \$3,301,963.20 for the FY 2019 Milling and Resurfacing Project and authorize the Mayor to execute all necessary documents.
 - The motion received a second from Council Member Binder
 - The motion was approved unanimously 6-0

F. Roadway and Sidewalk Rating/Pavement Analysis, RFP 19-104

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- Staff recommends Mayor and Council approve Dynatest North America's proposal in the amount of \$368,644.50 (\$241,644.50 for paving and \$127,000.00 for sidewalk) for the professional services necessary to complete a roadway rating and pavement analysis and a sidewalk inventory and analysis project and authorize the Mayor to execute all necessary documents.
- The City of Alpharetta maintains over 500 lane miles of roadway. Each year the City is tasked with deciding which roads are in the greatest need of repair. This is accomplished by reviewing data collected in the field which is turned into a PCI (Pavement Condition Index) score. Many different factors contribute to the PCI of a street including raveling, shoving, roughness, rutting, potholes and several different types of cracking.
- In previous years, this information was collected by City staff by performing a visual inspection of our roadway inventory. In an effort to provide more consistency between ratings, collect more accurate data, and be more proactive in our approach for prioritizing which roadways to include in each year's milling and resurfacing bid, the city needs a more accurate and detailed report of pavement condition.

- The Department of Public Works, with guidance from the Finance Department, prepared a Request for Qualifications (RFQ) and advertised it on July 12, 2018. On August 9, 2018, the City received Statements of Qualification from a total of five firms. Staff from the Department of Public Works and Department of Information Technology reviewed and scored the qualifications and shortlisted four firms: Data Transfer Solutions, LLC, Dynatest North America, IMS Infrastructure Management Services, LLC, and Timmons Group.
- The shortlisted firms were invited to participate in a Request for Proposals (RFP). On September 6, 2018 the City received proposals from all four shortlisted firms. On September 13, 2018 and September 18, 2018, the four firms were invited to complete a presentation / interview with the review panel. Staff from the Department of Public Works and the Department of Information Technology reviewed the proposals and interviews and scored them on the basis of plan and approach (60%), interview (30%), and cost (10%). The resulting scores were as follows:
 - Dynatest North America 89.8
 - Data Transfer Solutions, LLC 87.6
 - Timmons Group 82.2
 - IMS Infrastructure Management Services, LLC 76.2
- The high scoring firm, Dynatest North America, has completed similar projects within the Metro Atlanta area for city of Roswell, City of Milton, City of Dunwoody, and for GDOT. Dynatest has demonstrated that they have the advanced equipment and knowledge to provide the city with high quality, repeatable information that can be updated as needed.
- Dynatest will update the City's GIS mapping system to include the necessary assets and attributes to complete a full paving analysis program. They will drive all of the city owned and maintained roads with their specially outfitted van that collects photos, crack severity, and roadway roughness. They will use an industry standard software, PAVER, to evaluate the roadways and provide the scoring index. They will then integrate PAVER into our current asset management software, Cityworks. This will allow seamless connection to current reporting functions. The cost to complete the initial program set up including one full field inspection, plus two future inspections in the next five years, plus public outreach is \$241,644.50.
- During the course of interviews the City became aware that the field data collected during roadway inspection could be leveraged to gather information on other right-of-way assets including sidewalks, signs, and pavement markings. The City is currently working on a program to update the sidewalk inventory and condition so that sidewalk repairs can be prioritized. The City approached Dynatest North America to provide a price to include sidewalks in this asset information gathering and rating program. This scope would include sidewalk inventory gathering, GIS updates, Cityworks interface, and condition scoring. The cost to complete the this scope including one full field inspection, plus two future inspections in the next five years, is an additional \$127,000.

Public Comment

- Chuck Martin, 1560 Shade Tree Way, came forward to speak on this item

- ❖ Council Member Merkel offered a motion to approve Dynatest North America's proposal in an amount not to exceed \$368,644.50 (\$241,644.50 for paving and \$127,000.00 for sidewalk) for the professional services necessary to complete a roadway rating and pavement analysis and a sidewalk inventory and analysis project and authorize the Mayor to execute all necessary documents.
- The motion received a second from Council Member Richard
- The motion was approved 5-1; Binder voting no

G. Buice Road Traffic Calming

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- Staff recommends Mayor and Council approve the Intergovernmental Agreement (IGA) with Johns Creek to fund 50% of the Buice Road Traffic Calming Improvements, cost will not exceed \$250,000, and authorize the Mayor to execute all necessary documents.
- Buice Road, between Kimball Bridge Road and Jones Bridge Road is under the jurisdictional authority of Johns Creek. On the east and west side of Buice Road are Alpharetta residents and on the west side of Buice Road is Ocee Park. Along Buice Road are several speed control devices. These speed tables were installed by Fulton County and now are the responsibility of Johns Creek. Due to the speed tables not meeting standards, Johns Creek is looking to have them all removed. Johns Creek's traffic calming policy does not permit the installation of speed cushions along non-internal subdivision streets.
- The proposed plan is for chicanes and mini-roundabouts be installed along Buice Road. A chicane is a series of alternating mid-block curb extensions that narrow the roadway and require vehicles to follow a curving, S-shaped path with the intent of discouraging speeding.
- The roundabouts proposed are much smaller than existing roundabouts in the area. The smallest roundabout in Alpharetta is located at Bates and Mayfield Road and is 82' in diameter. The proposed min roundabouts along Buice are planned to be 72' in diameter. Landscaping will not be installed in the middle of the roundabouts since Public Safety Vehicles and larger vehicles (i.e. moving trucks) will travers the roundabout via driving thru the roundabout and not around the roundabout.
- Representatives from Johns Creek present the attached plan to citizens along the corridor and individuals present at the meeting were overwhelming in support of the proposed improvements. The end goal of the project is to slow the speed of the vehicles along Buice Road and the chicanes and mini-roundabouts will accomplish this goal.

Public Comment

- Dick Freeman, 120 Piney Hill Trace, Alpharetta, GA came forward to speak on this item

- ❖ Council Member Merkel offered a motion to approve the Intergovernmental Agreement (IGA) with Johns Creek to fund 50% of the Buice Road Traffic Calming Improvements and authorize the Mayor to execute all necessary documents.
 - The motion received a second from Council Member Burnett
 - The motion was approved unanimously 6-0

H. MOU between City and Brewable

- ❖ *Council Member Binder offered a motion to table this item until the next Council Meeting*
 - *The motion received a second from Council Member Richard*
 - *The motion was approved 6-0*

I. Emergency Call Boxes in Wills Park, Webb Bridge Park and North Park

- Director of Recreation and Parks, Morgan Rodgers, came forward to present this item.
- Staff recommends Mayor and Council approve the purchase of eight emergency call boxes for Wills Park, Webb Bridge Park, and North Park, from Case Systems in an amount totaling \$64,400 and authorizing the Mayor to execute all necessary documents.
- This proposal calls for the installation of eight (8) emergency call boxes in three of Alpharetta's parks: four (4) in Wills Park; two (2) in Webb Bridge Park; and two (2) in North Park. This will allow for immediate 911 access for all park users. The call boxes are solar powered and are cellular which will not require any wiring to be installed. The funds for the call boxes are being taken from another park-security initiative – replacement lightning detection equipment for Wills Park, North Park, and Webb Bridge Park. Due to upgraded phones and apps, the lightning detection equipment is no longer needed. The total cost of the call box expansion project is \$64,400.

Public Comment

- John Courtney, 120 Whitfield Lane, Alpharetta, GA, came forward to speak on this item
- ❖ Council Member Binder offered a motion to approve the purchase of emergency call boxes for Wills Park, Webb Bridge Park, and North Park, from Case Systems in an amount not to exceed \$64,400 and authorizing the Mayor to execute all necessary documents.
 - The motion received a second from Council Member Richard
 - The motion was approved unanimously 6-0

J. Relocation and repair of Public Safety 800 MHz backup radio system

- Director of Public Safety, John Robison, came forward to present this item.
- Staff recommends Mayor and Council approve funding up to the amount of \$72,660 to Motorola for the relocation and repair of the backup 800MHz radio equipment by the Department of Public Safety.

- The Department of Public Safety is requesting approval to spend up to \$72,660 to relocate and repair the backup 800MHz radio repeaters.
- Currently, the backup 800 MHz radio repeaters for Police, Fire, and Public Works that serve as a backup to the current North Fulton Regional Radio System are located on the old Comcast tower located at 324 Maxwell Road. This system also serves as the primary activation system for the Tornado Warning Siren System for both the City of Alpharetta and the City of Milton. On June 14, 2018 the site was burglarized which resulted in the destruction of the backup system. Public Safety Communications has been operating using spare equipment on loan from Fulton County Communications while pricing, logistical and engineering considerations were being formulated.
- The recommendations from our provider, Motorola, for the scope of the replacement project is as follows:
 - o Relocate the backup equipment from the Comcast Site to the NFRRSA tower located on Hembree Road.
 - o Install and tune the replacement equipment to function as needed.
- This project will replace only the Police and Fire repeater channels as the volume to radio traffic from Public Works does not warrant the expense of replacement in light of various backup capabilities provided by the Fire Backup channel, Fulton County Radio Communications and NFRRSA capabilities.
- Cost is quoted as \$72,660.00 if a purchase order can be completed prior to October 26, 2018. Motorola is the single source provider of equipment, installation, and repair services for radio components tying into the North Fulton Regional Radio System.
- The benefits the city should realize are:
 - o Equipment will be installed in secure facility with access control and video surveillance.
 - o Backup power via generator monitored for operation
 - o Recommended grounding and lightning protection
 - o Reduction in sites for Public Works generator maintenance
 - o Improved facility access
- Time is of the essence as Fulton County Communications has need of the loaner equipment as preparations are made for the upcoming Super Bowl.
- This relocation of radio services will divest the City of Alpharetta of any needs or services provided by the tower located on Maxwell Road. With this being the case, the City may choose to engage the owner about the removal of the tower as previously discussed during the installation of the North Fulton system.

Public Comment

None

- ❖ Council Member Hipes offered a motion to approve funding in an amount not to exceed \$72,660 to Motorola for the relocation and repair of the backup 800MHz radio equipment by the Department of Public Safety.
- The motion received a second from Council Member Richard
- The motion was approved unanimously 6-0

K. Annual Technology Refresh 2019

- Director of Information Technology, Randy Bundy, came forward to present this item.
- Staff recommends Mayor and Council approve the request to provide for the annual replacement of technology for all City Departments in FY 2019 in the amount of \$300,000 and authorize the Mayor to execute all necessary documents.
- As approved in the FY 2019 capital budget, this project provides for the annual replacement of technology for all City departments. The current City standards for technology replacement are as follows: servers (5-years); SANS storage (5-years); desktop PCs (4-years); laptop PCs (3-years); iPad tablets (2-years); large scale multi-function printers (5-7 years); small scale multi-function printers (3-years); desktop UPS (3-years); network UPS (4-years); network routers/switches/firewalls (5-years); telephony gateways (7-years). The City standards are based on best practice and standards in the information technology industry that provide for the best balance of efficiency, reliability, cost, and modernization of equipment.
- The City currently has 184 iPhones and 160 iPad tablets. About 45% of the phones and 25% of the tablets will be refreshed in FY2019 for approximately \$69,400.
- The City currently has 471 PC systems (225 desktop and 246 laptop systems) with 113 PC systems (@ 58 Laptops and @ 55 desktops) prioritized to be refreshed in FY2019 for approximately \$193,850.
- The balance of funding (estimated at \$36,750) will be used for replacement of the other pieces of technology equipment listed above (e.g. servers, SANS storage, UPS, etc.)
- Technology will be procured through multiple sources including State Contracts (Dell and Apple products) and the City quote process. The largest portion of this funding will be utilized for Dell computers which is the standard personal computer platform for the City and is purchased from the State of Georgia technology contract. This provides a consistency of platform for management and operations/maintenance for City services. The City has also standardized on the iOS platform for tablets and smart phones in order to provide consistency and the best level of integration and security with City systems.

Public Comment

None

- ❖ Council Member Burnett offered a motion to approve the request to provide for the annual replacement of technology for all City Departments in FY 2019 in an amount not to exceed \$300,000 and authorize the Mayor to execute all necessary documents.
- The motion received a second from Council Member Merkel
- The motion was approved unanimously 6-0

VI. PUBLIC COMMENT

None

VII. REPORTS

- Council Member Merkel reminded the public of the upcoming Brew Moon Fest to be held in Downtown Alpharetta
- Council Member Richard announced the upcoming Community Zoning Information Meeting on October 10th at 6pm in the City Hall rotunda
- Council Member Richard also announced that the City held a successful 2nd North Point stakeholder meeting and a 3rd meeting is scheduled for October 18th, at which time the consultants for the North Point Place making study will make a presentation
- Council Member Binder announced that the Arts Center will have its official Ribbon Cutting Ceremony on Thursday at 4pm
- Council Member Burnett announced he will be representing the City at an upcoming Google/Waze meeting in New York
- Council Member Burnett also reported that he hopes the Planning Commission will consider the 5G Ordinance at an upcoming meeting so that it can come before Council before the end of the year.
- State Representative Chuck Martin invited the City to participating in an upcoming meeting on behavioral health at the State Capitol on October 18th from 10AM-12PM in Room 606

VIII. ADJOURNMENT

❖ *Mayor Gilvin adjourned the meeting at 7:44 p.m.*

Respectfully submitted,



Coty Thigpen, City Clerk



City Council Meeting and Public Hearing STAFF REPORT

Submitting Department: Finance

Submitted By:

Meeting Date: October 15, 2018

I. AGENDA ITEM TITLE: FINANCIAL MANAGEMENT REPORT: MONTH ENDING AUGUST 31, 2018

II. RECOMMENDATION:

Approve the Financial Management Reports for the month ending August 31, 2018 (period 2 of Fiscal Year 2019).

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

On a monthly basis, the Finance Department prepares detailed revenue and expenditure statements for all city operating funds (including prior-year comparisons for the General Fund).

In addition, this report includes:

1. Detailed capital project report including life-to-date activity;
2. Payments \$5,000 and greater;
3. Purchase orders with an estimated cost between \$5,000 and \$50,000; and
4. Status of current year bids/RFPs.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Financial Management Report (August 2018)

City of Alpharetta, GA

Finance Department
2 Park Plaza, Alpharetta, GA 30009
Thomas G. Harris, Finance Director
(678) 297-6094 (o)
www.alpharetta.ga.us

Financial Management Reports



**for the month ending
August 31, 2018
(period 2 of 12 – unaudited)**

Financial Management Reports

Fiscal Year 2019

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2 PARK PLAZA
ALPHARETTA, GA 30009
PHONE: 678.297.6000
WWW.ALPHARETTA.GA.US

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: THOMAS G. HARRIS, FINANCE DIRECTOR *TH*
DATE: OCTOBER 15, 2018
RE: FINANCIAL MANAGEMENT REPORTS AS OF AUGUST 31, 2018

The documents contained herein represent the financial management reports for the City of Alpharetta ("city") as of the period ending August 31, 2018.

The Finance Department is currently in the process of closing the accounting books for Fiscal Year 2018 (FY 2018). The figures represented herein are subject to change in accordance with accounting entries made during the closing process

General Fund

Revenue: The following section pertains to information detailed in the attached Revenue Summary and Collection Comparison report. FY 2019 revenues are budgeted at \$66 million (net of Carryforward Fund Balance totaling \$6 million). As of August 31, 2018, actual revenue collections total 7% or \$5 million.

Revenue collection percentages are typically low for the first several months of the fiscal year due to various factors including: (a) property tax billings mailed in October that carry a December due date; and (b) accrual entries aimed at ensuring the city's revenues accurately reflect the period in which they were earned.

The FY 2019 budget for current year property taxes (non-motor vehicles) totals \$22.7 million and is based on a billable digest of \$4.9 billion (net of all exemptions/motor vehicle values). This figure was calculated in April/May 2018 based on staff forecasts of property values (including new construction estimates). The actual growth in the tax digest exceeded the conservative budget estimate resulting in an estimated additional \$1.4 million in tax revenue. This estimate is still in flux and will be heavily influenced by the appeal process.

Building Permit Fee collections is exceeding FY 2018 collection activity. Collections are conservatively estimated to total \$2.2 million by year-end

MAYOR
JIM GILVIN

MAYOR PRO TEM
DONALD F. MITCHELL

COUNCIL MEMBERS
JASON BINDER
BEN BURNETT
JOHN HIPES
DAN MERKEL
KAREN RICHARD

CITY ADMINISTRATOR
ROBERT J. REGUS

(\$2.2 million was collected in FY 2018) which is \$600,000 greater than budget.

Expenditures: The following section pertains to information detailed in the attached Expenditure Summary by Department (expenditure rollup by department) and Expenditure Summary by Category (expenditure rollup by account) reports.

As of August 31, 2018, city departments (not including General Government¹) have encumbered and expensed 26%, or \$15 million, of their FY 2019 budget appropriations.

Contingency: The General Fund contingency balance totals \$788,110.

Special Revenue Funds (large funds only)

The following section references information included within the attached GAAP Financial Statements.

Hotel/Motel Fund: FY 2019 revenues are budgeted at \$7.7 million (net of carryforward fund balance totaling \$1.8 million) with budgeted disbursements as follows: Alpharetta Convention & Visitor's Bureau (43.75% or \$3.3 million); Facilities (18.75% and a portion of the carryforward fund balance detailed above; \$979,963 for debt service on the Series 2016 Convention Center Bonds, \$465,804 for eligible initiatives such as the Arts Center and Equestrian Center, and \$256,124 in non-allocated); and the city (37.5% or \$2.9 million). Debt Service Reserve funding (Convention Center Bonds) from the Facilities portion of the tax totals \$1.5 million (funded in prior years and represents the remaining portion of the carryforward fund balance figure referenced above).

As of August 31, 2018, the city has collected 10% or \$800K (one-month of collections). All collections have been distributed to the participating entities based on their proportionate share.

E-911 Fund: FY 2019 revenues are budgeted at \$4.1 million (net of carryforward fund balance totaling \$1 million for capital initiatives and reserve balances in excess of the 21% Emergency Reserve target). As of August 31, 2018, the city has collected 3% or \$141,367. Between accrual entries aimed at ensuring the city's revenues accurately reflect the period in which they were earned (i.e. moving collections from FY 2019 to FY 2018) and the inherent delay in collections, a true reflection of the monthly revenue trend will not be available until the September financial management reports.

Expenditures/encumbrances during the same time period total \$1.8 million and represent general operations, blanket purchase orders that will sustain operations/capital initiatives throughout the year, and one-time capital initiatives. There are no budget variances anticipated at this time.

¹ General Government is utilized to account for non-operating transactions such as transfers-out to other city funds, contingency, etc.

Debt Service Fund

The following section pertains to information detailed within the attached GAAP Financial Statements.

FY 2019 revenues are budgeted at \$5.1 million (net of carryforward fund balance totaling \$1 million). As of August 31, 2018, actual revenue totaled less than 1% of budget and will remain low until property tax collections in December.

The FY 2018 budget for current year property taxes (non-motor vehicles) totals \$5.1 million and is based on a billable digest of \$5.3 billion (net of all exemptions/motor vehicle values). This figure was calculated in April/May 2018 based on staff forecasts of property values (including new construction estimates). The actual growth in the tax digest exceeded the conservative budget estimate resulting in an estimated additional \$285,000 in tax revenue. This estimate is still in flux and will be heavily influenced by the appeal process.

Grant Funds

The following section references information included within the attached Grant Funds Detail Reports.

Operating Grant Fund (Fund 220): Available funding totals \$90,407 and represents unencumbered/ unspent project appropriations of \$35,485 and a non-allocated reserve for future projects (grant matches) of \$54,922.

Capital Grants Fund (Fund 340): Available funding totals \$317,286 and represents unencumbered/ unspent capital project appropriations of \$94,661 and a non-allocated reserve for future capital projects (grant matches) of \$222,625.

Capital Project Funds

The following section references information included within the attached Capital Project Funds Detail Reports.

General Capital Project Fund (Fund 301): Available city funding totals \$15.8 million and represents unencumbered/unspent capital project appropriations of \$12.6 million and a non-allocated reserve for future capital projects of \$3.3 million.

Available ABC (Alpharetta Business Community) funding totals \$59,873 and represents unencumbered/unspent capital project appropriations (sidewalk connectivity).

Stormwater Capital Fund (Fund 302): Available funding totals \$1.1 million and represents unencumbered/ unspent capital project appropriations.

Conference Center Bond Fund (Fund 316): This fund accounts for proceeds of the Development Authority of Alpharetta Revenue Bonds, Series 2016 (Alpharetta Conference Center Project). Construction costs are fully expensed. Residual funds will be allocated towards debt service on the Series 2016 Bonds.

Parks and Transportation Bond Fund (Fund 317): This fund accounts for proceeds of the voter approved General Obligation Bonds, Series 2016. Available funding totals \$25 million and represents unencumbered/unspent capital project appropriations.

TSPLOST Capital Project Fund (Fund 335): This fund accounts for collections under the Transportation Special Local Option Sales Tax (TSPLOST) that went into effect on April 1, 2017. Available funding totals \$19 million.

Enterprise Fund

The following section pertains to information detailed within the attached GAAP Financial Statements.

Solid Waste Fund: FY 2019 revenues are currently budgeted at \$4 million (net of carryforward fund balance totaling \$357,687 constituting reserve balances in excess of the 21% Emergency Reserve designation). As of August 31, 2018, the city has collected \$2.2 million, which represents the 1st-2nd quarter billings and associated investment earnings. Expenditures/encumbrances during the same time period total \$3.9 million and represent general operations and blanket purchase orders (e.g. sanitation hauler) that will sustain operations throughout the year. There are no budget variances anticipated at this time.

Other Items

Council Member Stipend Activity Listing: The FY 2019 budget includes appropriations of \$9,000 for the Mayor and \$5,000 for each City Council Post and the available balances as of August 31, 2018 are as follows:

	Budget	Expenditures (year-to-date)	Available Balance
Mayor: Jim Gilvin	\$ 9,000	\$ 2,887	\$ 6,113
Post #1: Donald Mitchell	\$ 5,000	\$ 159	\$ 4,841
Post #2: Ben Burnett	\$ 5,000	\$ 0	\$ 5,000
Post #3: Karen Richard	\$ 5,000	\$ 30	\$ 4,970
Post #4: John Hipes	\$ 5,000	\$ 0	\$ 5,000
Post #5: Jason Binder	\$ 5,000	\$ 60	\$ 4,940
Post #6: Dan Merkel	\$ 5,000	\$ 342	\$ 4,658

Development Authority² (Component Reporting Unit)

The following section pertains to information detailed within the attached Alpharetta Development Authority Financial Statements.

As of August 31, 2018, the Development Authority has \$46,182 in available resources to support its main functions of promoting the public good and general welfare, trade, commerce, industry, general tax base and the employment opportunities available in the city.

Other reports included with this packet are as follows:

- Listing of Payments \$5,000 and greater;
- Listing of PO's between \$5,000 and \$50,000; and
- Bid/RFP Status

² The Development Authority is a public corporation created and existing under the Constitution and laws of the State of Georgia and is governed by seven directors duly appointed by the Alpharetta City Council.



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GENERAL FUND

Revenue Report



CITY OF ALPHARETTA
 Financial Management Reports
 General Fund (Unaudited)
Revenue Summary and Collection Comparison
 For the month ended August 31, 2018

	Current Fiscal Year					Prior Fiscal Year		
	2019 Budget	2019 YTD	% Collected	2019 Estimated	Variance	2018 Actual	2018 YTD	% Collected
Top 10 Revenues:								
Property Taxes								
Current Year	\$ 22,680,000	\$ 270	0.0%	\$ 24,080,000	\$ 1,400,000	\$ 21,154,929	\$ 2,776	0.0%
Delinquent	237,000	2,938	1.2%	237,000	-	410,211	1,964	0.5%
Motor Vehicle Tax	115,000	79,746	69.3%	115,000	-	182,797	17,577	9.6%
Motor Vehicle Title Fee	900,000	-	0.0%	900,000	-	933,613	65,290	7.0%
Local Option Sales Tax	15,650,000	1,348,620	8.6%	15,650,000	-	15,907,320	1,376,019	8.7%
Franchise Tax	6,200,000	39,923	0.6%	6,200,000	-	6,171,782	38,288	0.6%
Insurance Premium Tax	3,900,000	-	0.0%	3,900,000	-	3,813,796	-	0.0%
Alcohol Beverage Excise Tax	2,200,000	189,365	8.6%	2,200,000	-	2,210,031	171,953	7.8%
Building Permit Fees	1,600,000	812,928	50.8%	2,200,000	600,000	2,232,284	329,353	14.8%
Business and Occupational Tax	1,150,000	42,533	3.7%	1,150,000	-	1,120,188	23,502	2.1%
Municipal Court Fines	1,975,000	339,997	17.2%	1,975,000	-	1,793,974	395,013	22.0%
Recreation/Special Event Fees	2,829,450	649,749	23.0%	2,830,684	1,234	2,740,903	582,540	21.3%
Hotel/Motel Tax (City portion)	2,868,750	300,296	10.5%	2,868,750	-	2,874,701	235,343	8.2%
subtotal	\$ 62,305,200	\$ 3,806,364	6.1%	\$ 64,306,434	\$ 2,001,234	\$ 61,546,530	\$ 3,239,618	5.3%
Other Revenues	4,185,806	877,132	21.0%	4,198,578	12,772	4,436,847	458,068	10.3%
Total Revenues	\$ 66,491,006	\$ 4,683,495	7.0%	\$ 68,505,012	\$ 2,014,006	\$ 65,983,376	\$ 3,697,685	5.6%
Carryforward Fund Balance	6,100,065							



GENERAL FUND

Expenditure Reports



CITY OF ALPHARETTA
 Financial Management Reports
 General Fund (unaudited)
Expenditure Summary by Department
 For the month ended August 31, 2018

	Current Fiscal Year						Prior Fiscal Year		
	2019 Budget	2019 Encumbrances	2019 Exp. (YTD)	Funds Available	% Enc./Exp.	% Exp.	2018 Exp. (Total)	2018 Exp. (YTD)	% Exp.
Expenditures by Department:									
Mayor & Council	\$ 364,389	\$ 1,745	\$ 70,378	\$ 292,266	19.8%	19.3%	\$ 292,533	\$ 59,407	20.3%
City Administration	2,174,084	76,144	426,503	1,671,438	23.1%	19.6%	2,168,953	560,670	25.8%
Finance	3,366,136	124,495	888,181	2,353,460	30.1%	26.4%	3,319,528	847,087	25.5%
City Attorney	690,000	-	-	690,000	0.0%	0.0%	468,155	-	0.0%
Information Technology	1,742,223	16,509	387,003	1,338,711	23.2%	22.2%	1,602,409	362,951	22.7%
Human Resources	430,846	16,684	62,196	351,966	18.3%	14.4%	367,541	57,466	15.6%
Municipal Court	1,096,466	215,749	207,902	672,815	38.6%	19.0%	983,191	203,307	20.7%
Public Safety	28,419,771	568,547	5,968,900	21,882,324	23.0%	21.0%	26,161,349	5,402,468	20.7%
Public Works	8,821,264	718,982	1,479,877	6,622,405	24.9%	16.8%	7,770,095	1,310,546	16.9%
Recreation, Parks & Cultural Svcs	9,947,177	1,757,846	1,725,803	6,463,528	35.0%	17.3%	8,586,625	1,505,550	17.5%
Community Development	3,162,560	66,200	640,863	2,455,496	22.4%	20.3%	2,793,574	554,868	19.9%
subtotal	\$ 60,214,916	\$ 3,562,902	\$ 11,857,605	\$ 44,794,409	25.6%	19.7%	\$ 54,513,953	\$ 10,864,321	19.9%
General Government:									
Non-Departmental	\$ -	\$ -	\$ -	\$ -	-	-	\$ 10,000	\$ 10,000	100.0%
Insurance Premiums (Risk)	689,500	-	114,917	574,583	16.7%	16.7%	665,000	110,833	16.7%
Gwinnett Tech Bond P&I	286,590	-	-	286,590	0.0%	0.0%	286,840	-	0.0%
Transfer(s) to other Funds	10,600,065	-	1,766,678	8,833,388	16.7%	16.7%	14,022,363	2,337,061	16.7%
Contingency	800,000	-	11,890	788,110	1.5%	1.5%	45,697	-	0.0%
subtotal	\$ 12,376,155	\$ -	\$ 1,893,484	\$ 10,482,671	15.3%	15.3%	\$ 15,029,900	\$ 2,457,894	16.4%
Total Expenditures	\$ 72,591,071	\$ 3,562,902	\$ 13,751,089	\$ 55,277,080	23.9%	18.9%	\$ 69,543,853	\$ 13,322,215	19.2%



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CITY OF ALPHARETTA
Financial Management Reports
General Fund (unaudited)
Expenditure Summary by Category
For the month ended August 31, 2018

	Current Fiscal Year						Prior Fiscal Year		
	2019 Budget	2019 Encumbrances	2019 Exp. (YTD)	Funds Available	% Enc./Exp.	% Exp.	2018 Exp. (Total)	2018 Exp. (YTD)	% Exp.
Expenditures by Category:									
Salaries & Benefits:									
(1) Regular Salaries	\$ 26,734,823	\$ -	\$ 3,893,012	\$ 22,841,811	14.6%	14.6%	\$ 24,851,331	\$ 3,792,704	15.3%
Overtime	1,291,499	-	331,884	959,615	25.7%	25.7%	1,627,910	234,718	14.4%
Group Insurance	8,039,454	-	1,654,838	6,384,616	20.6%	20.6%	7,012,482	1,419,480	20.2%
FICA and Social Security	2,133,206	-	305,128	1,828,078	14.3%	14.3%	1,911,771	292,412	15.3%
Defined Benefit Pension	2,599,935	-	2,599,935	-	100.0%	100.0%	2,500,954	2,500,954	100.0%
401(A) Retirement/Match	1,808,371	-	355,510	1,452,861	19.7%	19.7%	1,557,303	325,306	20.9%
(2) Other	1,382,841	-	719,566	663,275	52.0%	52.0%	763,999	126,421	16.5%
subtotal	\$ 43,990,129	\$ -	\$ 9,859,872	\$ 34,130,257	22.4%	22.4%	\$ 40,225,750	\$ 8,691,995	21.6%
Maintenance & Operations:									
Professional Services	\$ 2,880,122	\$ 1,239,092	\$ 407,774	\$ 1,233,256	57.2%	14.2%	\$ 2,465,138	\$ 455,032	18.5%
Legal Services	690,000	-	-	690,000	0.0%	0.0%	468,155	-	0.0%
Vehicle Fuel/Maintenance	973,150	-	143,370	829,780	14.7%	14.7%	946,260	114,591	12.1%
Maintenance Contracts	2,381,705	1,345,731	294,882	741,092	68.9%	12.4%	1,983,110	200,454	10.1%
IT Professional Services	1,437,923	456,140	400,740	581,043	59.6%	27.9%	1,409,769	599,044	42.5%
General Supplies	1,118,149	93,437	120,848	903,864	19.2%	10.8%	987,269	145,057	14.7%
Utilities	2,835,179	-	225,360	2,609,819	7.9%	7.9%	2,362,169	218,564	9.3%
Other	3,138,066	419,266	404,758	2,314,042	26.3%	12.9%	2,830,130	439,641	15.5%
subtotal	\$ 15,454,294	\$ 3,553,665	\$ 1,997,733	\$ 9,902,896	35.9%	12.9%	\$ 13,452,000	\$ 2,172,382	16.1%
Capital:									
OSSI/Fire Truck Leases	\$ 628,550	\$ -	\$ -	\$ 628,550	0.0%	0.0%	\$ 578,654	\$ -	0.0%
Software Leases	76,943	-	-	76,943	0.0%	0.0%	180,944	-	0.0%
Other	65,000	9,237	-	55,763	14.2%	0.0%	76,604	(56)	-0.1%
subtotal	\$ 770,493	\$ 9,237	\$ -	\$ 761,256	1.2%	0.0%	\$ 836,202	\$ (56)	0.0%
General Government:									
Non-Departmental	\$ -	\$ -	\$ -	\$ -	-	-	\$ 10,000	\$ 10,000	100.0%
Insurance Premiums (Risk)	689,500	-	114,917	574,583	16.7%	16.7%	665,000	110,833	16.7%
Gwinnett Tech Bond P&I	286,590	-	-	286,590	0.0%	0.0%	286,840	-	0.0%
Transfer(s) to other Funds	10,600,065	-	1,766,678	8,833,388	16.7%	16.7%	14,022,363	2,337,061	16.7%
Contingency	800,000	-	11,890	788,110	1.5%	1.5%	45,697	-	0.0%
subtotal	\$ 12,376,155	\$ -	\$ 1,893,484	\$ 10,482,671	15.3%	15.3%	\$ 15,029,900	\$ 2,457,894	16.4%
Total Expenditures	\$ 72,591,071	\$ 3,562,902	\$ 13,751,089	\$ 55,277,080	23.9%	18.9%	\$ 69,543,853	\$ 13,322,215	19.2%

Notes:

- (1) Includes the following components: regular salaries, holiday leave, temporary and seasonal salaries, and separation payout.
(2) Includes the following components: workers compensation, educational programs, automobile allowance, tuition reimbursement, and employee service awards.



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GRANT FUNDS

Revenue & Expenditure Reports



CITY OF ALPHARETTA

Financial Management Reports

Grant Funds

Operating Grant Fund Detail (Fund 220; life-to-date for active projects)

As of August 31, 2018

			Project Snapshot		FY 2019						
			Total Project Authorization	Prior Year Collections/ Expenditures	Carryforward Budget	FY 2019 Appropriations	Total Budget	Collections/ Expenditures	Encumbrances	Remaining	
Account #	Project										
Revenues											
Public Safety											
22031150-371000	G1407	BAC PEDAL CAR WALMART 2013	\$ 2,500	\$ 2,500	\$ -	\$ -	\$ -	\$ -		\$ -	
22031150-331110	C1617	2015/16 BULLETPROOF VEST (DOJ)	35,951	31,568	4,383	-	4,383	-		4,383	
22031150-331110	C1730	2017 BULLETPROOF VEST (DOJ)	13,178	-	13,178	-	13,178	-		13,178	
		subtotal			\$ 17,561	\$ -	\$ 17,561	\$ -		\$ 17,561	
Recreation, Parks & Cultural Services											
22061150-336000	C1815	2017 CAMP HAPPY HEARTS	\$ 14,550	\$ 14,550	\$ -	\$ -	\$ -	\$ -		\$ -	
22061150-336000	C1837	2018 CAMP HAPPY HEARTS	4,622	-	4,622	-	4,622	-		4,622	
		subtotal			\$ 4,622	\$ -	\$ 4,622	\$ -		\$ 4,622	
General Government											
22090200-391100		TRANSFER IN/GENERAL FUND (MATCH)			\$ -	30,000	30,000	5,000		\$ 25,000	
22090200-361000		INTEREST EARNINGS			-	-	-	134		(134)	
22090200-395000		CARRYFORWARD FUND BALANCE			50,109	-	50,109	-		50,109	
		subtotal			\$ 50,109	\$ 30,000	\$ 80,109	\$ 5,134		\$ 74,975	
		Total			\$ 72,292	\$ 30,000	\$ 102,292	\$ 5,134		\$ 97,158	
Expenditures											
Public Safety											
22031150-531600	G1407	BAC PEDAL CAR WALMART 2013	\$ 2,500	\$ 687	\$ 1,813	\$ -	\$ 1,813	\$ -	\$ -	\$ 1,813	
22031150-542100	C1617	2015/16 BULLETPROOF VEST (DOJ)	68,400	65,988	2,412	-	2,412	2,412	-	-	
22031150-542100	C1730	2017 BULLETPROOF VEST (DOJ)	26,356	-	-	26,356	26,356	734	-	25,622	
		subtotal			\$ 4,225	\$ 26,356	\$ 30,581	\$ 3,146	\$ -	\$ 27,435	
Recreation, Parks & Cultural Services											
22061150-531100	C1815	2017 CAMP HAPPY HEARTS	\$ 14,550	\$ 7,006	\$ 7,544	\$ -	\$ 7,544	\$ -	\$ -	\$ 7,544	
22061150-531100	C1837	2018 CAMP HAPPY HEARTS	9,245	-	9,245	-	9,245	8,739		506	
		subtotal			\$ 16,789	\$ -	\$ 16,789	\$ 8,739	\$ -	\$ 8,050	
Non-Allocated											
(1) 22090200-579000		RESERVE FOR CITY GRANT MATCHES			\$ 24,922	\$ 30,000	\$ 54,922	\$ -	\$ -	\$ 54,922	
		subtotal			\$ 24,922	\$ 30,000	\$ 54,922	\$ -	\$ -	\$ 54,922	
		Total			\$ 45,936	\$ 56,356	\$ 102,292	\$ 11,885	\$ -	\$ 90,407	

Notes:

(1) Represents funding available for City matches to City Council approved Grants.



CITY OF ALPHARETTA
 Financial Management Reports
 Grant Funds
Capital Grant Fund Detail (Fund 340; life-to-date for active projects)
 As of August 31, 2018

			Project Snapshot		FY 2019					
			Total Project Authorization	Prior Year Collections/ Expenditures	Carryforward Budget	FY 2019 Appropriations	Total Budget	Collections/ Expenditures	Encumbrances	Remaining
Account #	Project									
Revenue										
Public Works										
34041100-331350	C0005	GDOT TE GRANT-ENCORE BRIDGE	\$ 780,795	\$ 779,701	\$ 1,094	\$ -	\$ 1,094	\$ -		\$ 1,094
34041100-331351	C0005	GDOT GRANT-ENCORE BRIDGE	7,600,001	7,287,710	312,291	-	312,291	-		312,291
34041100-336001	C0005	NFCID SR TA-ENCORE BRIDGE	1,000,000	1,000,000	-	-	-	-		-
34041100-336002	C0005	NFCID-ENCORE BRIDGE	3,262,758	2,703,589	559,169	-	559,169	-		559,169
34041100-334310	C1219	MILLING AND RESURFACING (LMIG)	2,769,200	2,769,200				-		-
34041100-331350	C1525	SR 9 OPERATIONAL IMPROVEMENTS	986,174	978,228	7,946	-	7,946	7,945		1
		subtotal			\$ 880,500	\$ -	\$ 880,500	\$ 7,945		\$ 872,555
Community Development										
34074150-331150	C1921	NORTHPOINT PLACEMAKING PLAN	75,000	-	\$ -	\$ 75,000	\$ 75,000	\$ -		\$ 75,000
		subtotal			\$ -	\$ 75,000	\$ 75,000	\$ -		\$ 75,000
General Government										
34090200-391100		TRANSFER IN/GENERAL FUND MATCH			\$ -	\$ -	\$ -	\$ -		\$ -
34090200-361000		INTEREST EARNINGS			-	-	-	176		(176)
34090200-395000		CARRYFORWARD FUND BALANCE			89,005	-	89,005	-		89,005
		subtotal			\$ 89,005	\$ -	\$ 89,005	\$ 176		\$ 88,829
		Total			\$ 969,505	\$ 75,000	\$ 1,044,505	\$ 8,121		\$ 1,036,384
Expenditures										
Public Works										
34041100-541410	C0005	ENCORE PKWY GREENWAY CONNECTIC	\$ 12,643,552	\$ 11,915,422	\$ 728,130	\$ -	\$ 728,130	\$ -	\$ 727,219	\$ 911
34041100-541410	C1219	MILLING AND RESURFACING (LMIG)	2,769,200	2,769,200	-	-	-	-	-	-
		subtotal			\$ 728,130	\$ -	\$ 728,130	\$ -	\$ 727,219	\$ 911
Community Development										
34074150-52100	C1921	NORTHPOINT PLACEMAKING PLAN	93,750	-	\$ -	\$ 93,750	\$ 93,750	\$ -	\$ -	\$ 93,750
		subtotal			\$ -	\$ 93,750	\$ 93,750	\$ -	\$ -	\$ 93,750
Non-Allocated										
(1) 34090200-579000		RESERVE FOR CITY MATCHES			\$ 222,625	\$ -	\$ 222,625	\$ -	\$ -	\$ 222,625
		subtotal			\$ 222,625	\$ -	\$ 222,625	\$ -	\$ -	\$ 222,625
		Total			\$ 950,755	\$ 93,750	\$ 1,044,505	\$ -	\$ 727,219	\$ 317,286

Notes:

(1) Represents funding available for City matches to City Council approved Grants.



CAPITAL PROJECT FUNDS

Revenue & Expenditure Reports



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
 As of August 31, 2018

Account #		Project		Project Snapshot		FY 2019					Funds Available							
				Total Project Authorization	Prior Year Actuals	Carryforward Budget	FY 2019 Appropriations	Total Budget	Collections / Expenditures	Encumbrances								
Revenue																		
30141100-336000	C0005	FULTON-ENCORE (WATERLINE)		\$	600,734	\$	519,567	\$	81,167	\$	-	\$	81,167	\$	81,167			
30141100-336000	C1410	RUCKER RD WATERLINE			1,782,350		-		1,782,350		-		1,782,350		1,782,350			
30141100-371000	C1712	ALPHALOOP (AVALON)			1,000,000		-		1,000,000		-		1,000,000		1,000,000			
30141100-371001	C1712	ALPHALOOP (CID)			250,000		-		250,000		-		250,000		250,000			
30161150-371000	C1225	SCOREBOARDS (AYBA/COKE)			104,068		96,598		7,470		-		7,470		7,470			
30161150-371000	C1834	NUTCRACKER PROGRAM			38,500		-		-		38,500		38,500		17,500			
30176100-371000	C1442	MAIN ST. IMPROVEMENTS (ABC)			1,812,724		1,774,772		37,952		-		37,952		37,952			
30176100-371000	C1712	ALPHALOOP (ABC)			444,002		267,267		176,735		-		176,735		41,920			
subtotal									\$	3,335,674	\$	38,500	\$	3,374,174	\$	59,420		
Non-Departmental																		
30190200-395000		CARRYFORWARD FUND BALANCE							\$	11,898,258	\$	2,750,000	\$	14,648,258	\$	-		
30190200-391100		TRANSFER-IN FROM THE GENERAL FUND (MATCH)								-		8,695,065		8,695,065		1,449,178		
30190200-361000		INTEREST EARNINGS								-		-		-		13,691		
subtotal									\$	11,898,258	\$	11,445,065	\$	23,343,323	\$	1,462,868		
Total									\$	15,233,932	\$	11,483,565	\$	26,717,497	\$	1,522,288		
Expenditures																		
Administration																		
30113230-544100	C1130	DOWNTOWN FACADE GRANT PROGRAM		\$	178,594	\$	173,865	\$	4,729	\$	-	\$	4,729	\$	4,728	\$	-	
30113230-542400	C1222	RECORDS MANAGEMENT			35,001		32,616		2,385		-		2,385		-		-	
30113230-544100	C1300	CITY ECON DEVELOPMENT TOOLKIT			296,159		108,159		63,000		125,000		188,000		22,017		-	
30113230-541300	C1501	HISTORY ROOM (CITY CENTER)			327,315		314,794		12,521		-		12,521		-		9,800	
30113230-544200	C1527	VETERANS MEMORIAL			105,511		75,785		29,726		-		29,726		-		-	
30113230-571000	C1532	ATC OPERATIONAL FUNDS			201,336		95,000		-		106,336		106,336		83,334		-	
30113230-544200	C1614	THE STORIES PROJECT			75,000		50,000		25,000		-		25,000		-		-	
30113230-544100	C1822	AG TECH SPONSORSHIP			12,000		-		-		12,000		12,000		12,000		-	
subtotal									\$	137,361	\$	243,336	\$	380,697	\$	122,079	\$	9,800
Finance																		
30115150-542400	C1101	ARCHIVE FILING & SCANNING		\$	20,000	\$	14,191	\$	5,809	\$	-	\$	5,809	\$	-	\$	-	
30115150-542400	C1102	FINANCE SOFTWARE IMPROVEMENT			94,972		93,087		1,885		-		1,885		-		1,885	
30115150-542400	C1141	TYLER ERP SYSTEM			805,003		762,677		42,326		-		42,326		-		1,415	
subtotal									\$	50,020	\$	-	\$	50,020	\$	-	\$	3,300



CITY OF ALPHARETTA

Financial Management Reports

Capital Project Funds

General Capital Project Fund Detail (Fund 301; life-to-date for active projects)

As of August 31, 2018

Account #		Project Snapshot		FY 2019					Funds Available
		Total Project Authorization	Prior Year Actuals	Carryforward Budget	FY 2019 Appropriations	Total Budget	Collections / Expenditures	Encumbrances	
Information Technology									
30117400-542400	C0900	CISCO DATA NETWORK	\$ 300,001	\$ 144,058	\$ 155,943	\$ -	\$ 155,943	\$ -	\$ 155,943
30117400-542400	C1000	GIS AERIAL MAPPING	50,001	25,487	24,514	-	24,514	- 1,700	22,814
30117400-542400	C1103	NETWORK AND VOIP	511,133	456,416	54,717	-	54,717	- 9,893	44,824
30117400-542400	C1312	BACKUP DATA STORAGE MGMT.	510,002	475,874	34,128	-	34,128	-	34,128
30117400-542400	C1313	TECHNOLOGY REPLACEMENT	1,957,401	1,353,524	303,877	300,000	603,877	150,301	453,576
30117400-542400	C1400	PW DATA CTR SERVER REPLACEMENT	417,503	202,215	5,288	210,000	215,288	-	215,288
30117400-542400	C1615	APP/DESKTOP VIRTUALIZATION	415,001	87,779	177,222	150,000	327,222	-	327,222
30117400-542400	C1725	CITY FIBER RELOCATION	30,000	7,695	22,305	-	22,305	-	22,305
30117400-542400	C1809	GIS PARCEL CORRECTIONS	80,000	26,300	53,700	-	53,700	11,250 42,450	-
		subtotal			\$ 831,694	\$ 660,000	\$ 1,491,694	\$ 161,551 \$ 54,043	\$ 1,276,099
Public Safety									
30131150-542200	C1202	FLEET REPLACEMENT	\$ 6,011,549	\$ 4,982,880	\$ 20,669	\$ 1,008,000	\$ 1,028,669	\$ 39,176 \$ 988,087	\$ 1,406
30131150-542400	C1205	SEC CAMERA SY	75,000	-	-	75,000	75,000	-	75,000
30131150-541300	C1229	PS ROOF REPAIR	90,000	-	-	90,000	90,000	- 2,223	87,777
30131150-542100	C1401	PS EQUIPMENT REPLACEMENT	650,671	477,681	28,290	144,700	172,990	- 6,539	166,451
30131150-541300	C1630	PS HQ EXPANSION	2,524,446	2,459,446	-	65,000	65,000	322 59,985	4,693
30131150-541300	C1706	RAPSTC IMPROVEMENTS	216,693	-	216,693	-	216,693	-	216,693
30131150-544200	C1707	LICENSE PLATE REC GRANT	80,000	-	80,000	-	80,000	-	80,000
30131150-542400	C1827	ESO SOFTWARE EQUIPMENT	40,001	38,449	1,552	-	1,552	-	1,552
30131150-544200	C1832	ICMA PS Study	125,000	44,000	81,000	-	81,000	46,769 34,231	-
30131150-541410	C1907	TRAFFIC PREEMPTIVE SYSTEM	150,000	-	-	150,000	150,000	-	150,000
30131150-542100	C1910	TUR-OUT GEAR	25,000	-	-	25,000	25,000	-	25,000
		subtotal			\$ 428,204	\$ 1,557,700	\$ 1,985,904	\$ 86,267 \$ 1,091,065	\$ 808,573
Public Works									
30141100-541410	C0005	COA/FULTON-ENCORE BRIDGE	\$ 700,090	\$ 624,491	\$ 75,599	\$ -	\$ 75,599	\$ - \$ 70,979	\$ 4,620
30141100-541410	C0041	TRAFFIC SIGNAL INTERCONNECT	322,523	72,522	250,001	-	250,001	- 8,000	242,001
30141100-541410	C0042	STREET LIGHTING	50,000	-	-	50,000	50,000	-	50,000
30141100-541200	C0910	TREE REPLACEMENT FUND	1,313,997	604,370	709,627	-	709,627	- 3,153	706,474
30141100-541200	C1008	CEMETERY AUTHORITY-MAINTENANCE	520,530	159,273	361,257	-	361,257	1,530 37,125	322,602
30141100-541410	C1207	BRIDGE MAINTENANCE	1,475,995	1,285,784	15,211	175,000	190,211	-	190,211
30141100-541410	C1208	MAST ARM MAINTENANCE	488,495	453,801	9,694	25,000	34,694	-	34,694
30141100-541410	C1215	STRIPING & SIGNAGE	1,574,346	1,222,537	171,809	180,000	351,809	3,035 115,029	233,745
30141100-541410	C1217	TRAFFIC CALMING & INTERSECTION IMP	403,520	360,306	8,214	35,000	43,214	1,842 10,677	30,695



CITY OF ALPHARETTA
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Account #	Project	Project Snapshot		FY 2019					Funds Available
		Total Project Authorization	Prior Year Actuals	Carryforward Budget	FY 2019 Appropriations	Total Budget	Collections / Expenditures	Encumbrances	
30141100-541410	C1218 TRAFFIC SIGNAL SYSTEM MAINTENANCE	499,616	368,594	31,022	100,000	131,022	-	43,003	88,019
30141100-541410	C1219 MILLING AND RESURFACING	13,320,736	10,987,034	408,702	1,925,000	2,333,702	536		2,333,166
30141100-541410	C1220 TRAFFIC CONTROL EQUIPMENT	964,870	819,512	45,358	100,000	145,358	2,611	23,623	119,124
30141100-541410	C1221 DESIGN SERVICES	911,564	701,986	94,578	115,000	209,578	306	10,615	198,657
30141100-542200	C1223 FLEET REPLACEMENT	1,110,404	841,566	24,338	244,500	268,838	663	206,111	62,063
30141100-541200	C1302 TREE PLANTING & LANDSCAPING IMP	658,315	484,732	73,583	100,000	173,583	1,865	42,420	129,298
30141100-541200	C1311 DOWNTOWN ENHANCEMENTS	110,002	97,087	12,915	-	12,915	-	-	12,915
30141100-541420	C1325 RUCKER SIDEWALK (DEVPR CONTR)	50,000	5,000	45,000	-	45,000	-	45,000	-
30141100-541410	C1407 MINOR INTERSECTION UPGRADES	112,168	77,104	35,064	-	35,064	13,072	-	21,992
30141100-541410	C1410 RUCKER RD CORRIDOR IMPROVEMENTS	2,320,462	860,577	1,459,885	-	1,459,885	228,341	1,206,544	25,001
30141100-541430	C1416 CLAIRBORNE DR CULVERT	52,763	47,982	4,781	-	4,781	-	-	4,781
30141100-541420	C1512 SIDEWALK IMPROVEMENTS	824,801	627,545	197,256	-	197,256	50,161	11,730	135,365
30141100-541410	C1606 MAJOR INTERSECTION IMPROVEMENTS	149,427	64,760	84,667	-	84,667	-	-	84,667
30141100-541410	C1627 ACADEMY@ CITY CTR INTERSECTION	18,220	4,495	13,725	-	13,725	-	-	13,725
30141100-541300	C1632 WEST PARKING LOT CONSTRUCTION	122,191	81,190	41,001	-	41,001	-	-	41,001
30141100-541410	C1637 OLD ROSWELL ST PEDESTRIAN IMP	150,000	-	150,000	-	150,000	-	150,000	-
30141100-541410	C1638 WEBB BRIDGE RD CORRIDOR IMP	100,000	38,018	61,982	-	61,982	-	-	61,982
30141100-541410	C1701 PEDESTRIAN INTERSECTION IMP	60,000	-	60,000	-	60,000	-	-	60,000
30141100-541300	C1704 WEST PARKING GARAGE	7,048,174	1,030,306	6,017,868	-	6,017,868	306,282	5,588,311	123,275
30141100-541420	C1712 ALPHALOOP	1,319,368	-	1,319,368	-	1,319,368	-	93,368	1,226,000
30141100-541430	C1721 MAYFIELD RD CULVERT	420,001	12,146	407,855	-	407,855	315,653	92,201	1
30141100-541410	C1722 TRAFFIC SIGNAL IMPROVEMENTS	290,001	35,442	254,559	-	254,559	-	-	254,559
30141100-541410	C1723 TEASLEY ST IMPROVEMENTS	18,075	6,200	11,875	-	11,875	-	-	11,875
30141100-541420	C1726 SIDEWALKS 2017 PHASE 1	241,385	241,385	-	-	-	-	-	-
30141100-541420	C1801 SIDEWALK MAINTENANCE/REPAIR	300,000	-	100,000	200,000	300,000	-	-	300,000
30141100-541420	C1808 CITY CTR SIDEWALKS/UTILITIES	451,079	394,898	30,102	26,079	56,181	-	-	56,181
30141100-541300	C1836 PARKING GARAGE REPAIRS	126,815	-	126,815	-	126,815	63,408	63,408	-
30141100-541410	C1900 PARK PAVEMENT PRESERVATION	250,000	-	-	250,000	250,000	-	-	250,000
30141100-541410	C1901 TRAFFIC RESPONSIVE SYSTEM MAINT	50,000	-	-	50,000	50,000	-	-	50,000
30141100-541300	C1902 FIRE STATION RENOVATIONS	125,000	-	-	125,000	125,000	-	-	125,000
30141100-541300	C1903 PS HQ RENOVATIONS	70,000	-	-	70,000	70,000	-	-	70,000
30141100-541300	C1904 PW HQ RENOVATIONS	40,000	-	-	40,000	40,000	-	-	40,000
30141100-541300	C1905 GYM RENOVATIONS	35,000	-	-	35,000	35,000	-	-	35,000
30141100-541300	C1906 CITY HALL RENOVATIONS	50,000	-	-	50,000	50,000	-	-	50,000
30141100-541500	C1909 PARK PLAZA SIGNAL	227,700	-	-	227,700	227,700	-	8,900	218,800
30141100-541200	C1915 PS HQ PARKING LOT	20,000	-	-	20,000	20,000	-	-	20,000



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Account #	Project	Project Snapshot		FY 2019					Funds Available
		Total Project Authorization	Prior Year Actuals	Carryforward Budget	FY 2019 Appropriations	Total Budget	Collections / Expenditures	Encumbrances	
30141100-541410	C1918 PEDESTRIAN SAFETY STUDY	125,000	-	-	125,000	125,000	-	-	125,000
	<i>subtotal</i>			\$ 12,713,711	\$ 4,268,279	\$ 16,981,990	\$ 989,305	\$ 7,830,197	\$ 8,162,488
Recreation, Parks & Cultural Services									
30161150-541500	C0922 SYNTHETIC TURF REPLACEMENT	\$ 872,841	\$ 422,841	\$ -	\$ 450,000	\$ 450,000	\$ 161	\$ -	\$ 449,839
30161150-541500	C1221 DESIGN SERVICES	142,052	81,907	40,145	20,000	60,145	11,220	12,520	36,405
30161150-541500	C1225 ATHLETIC SCOREBOARDS	244,992	222,625	2,367	20,000	22,367	-	-	22,367
30161150-541300	C1229 REC & PARK BLDG. RE-ROOF	958,029	821,029	-	137,000	137,000	-	-	137,000
30161150-541500	C1330 NORTH PARK TENNIS CT RESURFACE	60,000	-	-	60,000	60,000	-	-	60,000
30161150-542200	C1232 FLEET REPLACEMENT	400,801	344,058	28,743	28,000	56,743	-	-	56,743
30161150-542100	C1402 RP EQUIPMENT REPLACEMENT	392,999	356,999	-	36,000	36,000	-	36,000	-
30161150-541500	C1421 LIGHTNING WARNING SYSTEM	115,000	50,000	65,000	-	65,000	-	-	65,000
30161150-541500	C1424 WILLS PK POOL EXPANSION	2,340,452	2,303,807	36,645	-	36,645	482	20,063	16,101
30161150-541500	C1524 ADAPTIVE PLAYGROUND EQUIPMENT	28,501	20,422	8,079	-	8,079	-	-	8,079
30161150-544200	C1600 DOWNTOWN SCULPTURE PROGRAM	165,000	120,442	44,558	-	44,558	9,000	3,125	32,433
30161150-541500	C1612 PARK SIGNAGE	50,624	48,764	1,860	-	1,860	-	1,860	-
30161150-541500	C1614 THE STORIES PROJECT	25,000	-	-	25,000	25,000	-	-	25,000
30161150-541510	C1636 GREENWAY REPAIR AND MAINTENANCE	100,000	-	-	100,000	100,000	-	9,925	90,075
30161150-541500	C1641 PARK MASTER PLANS	296,450	98,450	198,000	-	198,000	-	81,675	116,325
30161150-541500	C1804 PARK REPAIRS/IMPROVEMENTS	228,416	104,488	23,928	100,000	123,928	2,760	-	121,168
30161150-541300	C1805 NP RESTROOM EXPANSION	30,000	-	30,000	-	30,000	-	-	30,000
30161150-541500	C1806 PARKS PLAYGROUND EQUIPMENT	150,001	37,704	12,297	100,000	112,297	-	5,556	106,741
30161150-544100	C1807 PUBLIC ARTS PROGRAM	170,000	62,500	22,500	85,000	107,500	-	22,500	85,000
30161150-541300	C1824 OFFICE BUILDOUT (CITY HALL)	25,001	23,813	1,188	-	1,188	-	-	1,188
30161150-531600	C1834 NUTCRACKER PROGRAM	38,500	-	-	38,500	38,500	-	33,000	5,500
30161150-541500	C1908 WAYFINDING SIGNAGE	75,000	-	-	75,000	75,000	-	-	75,000
30161150-541500	C1920 PARK DEVELOPMENT	280,000	-	-	280,000	280,000	-	-	280,000
	<i>subtotal</i>			\$ 515,310	\$ 1,554,500	\$ 2,069,810	\$ 23,623	\$ 226,223	\$ 1,819,964
Community Development									
30174150-544100	C0019 DOWNTOWN PARKING FUND	\$ 263,249	\$ 260,748	\$ 2,501	\$ -	\$ 2,501	\$ -	\$ 2,501	\$ 0
30174150-542400	C1222 RECORDS MANAGEMENT	50,002	22,169	27,833	-	27,833	2,607	7,393	17,833
30174150-542200	C1433 FLEET REPLACEMENT	245,001	180,326	14,675	50,000	64,675	-	-	64,675
30174150-541410	C1603 DESIGN SERVICES	279,309	138,806	60,503	80,000	140,503	3,700	62,463	74,340
30174150-541300	C1824 OFFICE BUILDOUT (CITY HALL)	80,001	32,941	47,060	-	47,060	18,041	23,667	5,352
30174150-541410	C1917 MILTON AVE. CONCEPT DESIGN	40,000	-	-	40,000	40,000	-	-	40,000
	<i>subtotal</i>			\$ 152,572	\$ 170,000	\$ 322,572	\$ 24,348	\$ 96,024	\$ 202,200



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
 As of August 31, 2018

		Project Snapshot		FY 2019					
Account #	Project	Total Project Authorization	Prior Year Actuals	Carryforward Budget	FY 2019 Appropriations	Total Budget	Collections / Expenditures	Encumbrances	Funds Available
Alpharetta Business Community Sidewalk Projects									
30176100-541420	C1442 MAIN ST IMPROVEMENTS	\$ 1,812,724	\$ 1,774,772	\$ 37,952	\$ -	\$ 37,952		\$ 33,312	\$ 4,640
30176100-541420	C1712 ALPHALOOP	444,002	309,187	134,815	-	134,815	20,002	59,580	55,233
	subtotal			\$ 172,767	\$ -	\$ 172,767	\$ 20,002	\$ 92,892	\$ 59,873
Non-Departmental									
30190200-579000	NON-ALLOCATED			\$ 132,293	\$ 3,129,750	\$ 3,262,043	\$ -	\$ -	\$ 3,262,043
	subtotal			\$ 132,293	\$ 3,129,750	\$ 3,262,043	\$ -	\$ -	\$ 3,262,043
	Total			\$ 15,133,932	\$ 11,583,565	\$ 26,717,497	\$ 1,427,174	\$ 9,403,545	\$ 15,886,778



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
Stormwater Capital Fund Detail (Fund 302; life-to-date for all projects)
 As of August 31, 2018

Account #	Project	Project Snapshot		FY 2019						
		Total Project Authorization	Prior Year Actuals	Carryforward Budget	FY 2019 Appropriations	Total Budget	Collections / Expenditures	Encumbrances	Funds Available	
Revenue										
Non-Departmental										
30290200-361000	INTEREST EARNINGS	\$ -	\$ -	\$ -	\$ -	\$ -	779		\$ (779)	
30290200-391100	TRANSFER IN/GENERAL FUND MATCH	4,805,000	2,930,000	-	1,875,000	1,875,000	312,500		1,562,500	
30290200-395000	CARRYFORWARD FUND BALANCE	544,570	-	544,570	-	544,570	-		544,570	
	Total			\$ 544,570	\$ 1,875,000	\$ 2,419,570	\$ 313,279		\$ 2,106,291	
Expenditures										
Public Works										
30241100-541430 C1216	SW DRAINAGE MAINTENANCE	\$ 389,429	\$ 127,080	\$ 112,349	\$ 150,000	\$ 262,349	\$ 940	\$ 50,900	\$ 210,509	
30241100-541430 C1308	SW PIPE & STRUCTURE R&M	3,049,214	1,556,847	267,367	1,225,000	1,492,367	950	997,603	493,814	
30241100-541430 C1503	STORMWATER STUDIES	181,259	20,182	61,077	100,000	161,077	5,766	55,310	100,000	
30241100-541430 C1604	STORMWATER INSPECTIONS	283,420	147,286	36,134	100,000	136,134	-	102,974	33,160	
30241100-541430 C1721	MAYFIELD RD CULVERT	450,840	383,197	67,643	-	67,643	67,643	-	0	
30261150-541430 C1919	WILLS PARK STREAM RESTORATION	300,000	-	-	300,000	300,000	-	16,000	284,000	
	Total			\$ 544,570	\$ 1,875,000	\$ 2,419,570	\$ 75,299	\$ 1,222,788	\$ 1,121,483	



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
Convention Center Capital Fund Detail (Fund 316; life-to-date for all projects)
 As of August 31, 2018

Account #	Project	Project Snapshot		FY 2019					
		Total Project Authorization	Prior Year Actuals	Carryforward Budget	FY 2019 Appropriations	Total Budget	Collections / Expenditures	Encumbrances	Funds Available
Revenue									
Non-Departmental									
31690200-395000	CARRYFORWARD FUND BALANCE	\$ 374,723	-	\$ 374,723	\$ -	\$ 374,723	\$ -		\$ 374,723
31690200-361000	INTEREST EARNINGS	138,743	138,743	-	-	-	1,248		(1,248)
	Total			\$ 374,723	\$ -	\$ 374,723	\$ 1,248		\$ 373,475
Expenditures									
31690200-579000	NON-ALLOCATED	374,723	-	\$ 374,723	\$ -	\$ 374,723	\$ -	\$ -	\$ 374,723
	Total			\$ 374,723	\$ -	\$ 374,723	\$ -	\$ -	\$ 374,723



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
Parks and Transportation Bond Fund Detail (Fund 317; life-to-date for all projects)
 As of August 31, 2018

		Project Snapshot		FY 2019					
		Total Project Authorization	Prior Year Actuals	Carryforward Budget	FY 2019 Appropriations	Total Budget	Collections / Expenditures	Encumbrances	Funds Available
Revenue									
Non-Departmental									
31790200-395000	CARRYFORWARD FUND BALANCE	37,885,743	-	\$ 37,885,743	\$ -	\$ 37,885,743	\$ -		\$ 37,885,743
31790200-361000	INTEREST EARNINGS	812,590	812,590	-	-	-	130,864		(130,864)
31790200-389000	MISCELLANEOUS REVENUE	3,061	3,061	-	-	-	-		-
Total				\$ 37,885,743	\$ -	\$ 37,885,743	\$ 130,864		\$ 37,754,879
Expenditures									
31741100-541410	C1410 RUCKER RD CORRIDOR	14,158,123	2,360,128	\$ 11,797,995	\$ -	\$ 11,797,995	\$ 435,313	\$ 11,279,056	\$ 83,626
31741100-541420	C1512 SIDEWALK IMP (NON-ALLOCATED)	2,991,491	249,185	2,742,306	-	2,742,306	161	-	2,742,145
31741100-541410	C1631 MCGINNIS RD IGA (FORSYTH)	1,500,000	400,000	1,100,000	-	1,100,000	-	-	1,100,000
31741100-541410	C1702 KIMBALL BR RD IMPROVEMENTS	8,997,154	639,872	8,357,282	-	8,357,282	(17,700)	15	8,374,967
31741100-541410	C1703 WINDWARD PKWY IMPROVEMENTS	1,948,478	248,993	1,699,485	-	1,699,485	-	90,835	1,608,650
31741100-541420	C1712 ALPHALOOP	463,065	49,992	413,073	-	413,073	42,043	117,392	253,638
31741100-541420	C1726 SIDEWALKS IMP PHASE 1	356,162	356,162	-	-	-	-	-	-
31741100-541420	C1727 MAYFIELD RD SIDEWALK	951,317	913,204	38,113	-	38,113	-	38,112	1
31741100-541420	C1814 SIDEWALKS IMP PHASE 3	276,441	276,441	-	-	-	-	-	-
31741100-541420	C1818 SIDEWALKS IMP PHASE 4	227,853	124,959	102,894	-	102,894	-	102,894	0
31741100-541420	C1820 SIDEWALKS IMP PHASE 5	229,406	-	229,406	-	229,406	-	126,890	102,516
31741100-541420	C1826 SPRUELL CIRCLE SIDEWALK	7,400	7,400	-	-	-	(7,400)	-	7,400
31741100-541420	C1828 SIDEWALKS IMP PHASE 6	245,624	10,856	234,768	-	234,768	-	225,623	9,145
31741100-541420	C1829 PROVIDENCE AREA SIDEWALKS	1,000	56	944	-	944	-	-	944
31761150-541000	C1100 PARK LAND ACQUISITION	4,000,001	3,482,321	517,680	-	517,680	-	-	517,680
31761150-541500	C1424 WILLS PK POOL EXPANSION	2,684,419	2,669,616	14,803	-	14,803	3,765	11,037	0
31761150-541500	C1611 ARTS CENTER IMP	1,500,001	1,256,001	244,000	-	244,000	113,546	28,716	101,738
31761150-541300	C1708 GREENWAY EXT TO FORSYTH	6,479,388	871,389	5,607,999	-	5,607,999	6,975	302,475	5,298,549
31761150-541300	C1709 EASTSIDE COMMUNITY CTR	2,500,000	-	2,500,000	-	2,500,000	-	-	2,500,000
31761150-541000	C1711 CULTURAL ARTS LAND/PARK LAND	1,450,000	-	1,450,000	-	1,450,000	-	-	1,450,000
31741100-579000	PW RESERVE	502,239	-	502,239	-	502,239	-	-	502,239
31761150-579000	PARKS RESERVE	332,756	-	332,756	-	332,756	-	-	332,756
31790200-584000	BOND ISSUANCE COST (S2016 BOND	361,301	361,301	-	-	-	-	-	-
Total				\$ 37,885,743	\$ -	\$ 37,885,743	\$ 576,702	\$ 12,323,045	\$ 24,985,996



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
TSPLOST Fund Detail (Fund 335; life-to-date for all projects)
 As of August 31, 2018

		Project Snapshot		FY 2019					
		Total Project Authorization	Prior Year Expenditures	Carryforward Budget	FY 2019 Appropriations	Total Budget	Collections / Expenditures	Encumbrances	Funds Available
Revenue									
Non-Departmental									
33590200-395000	CARRYFORWARD FUND BALANCE	\$ 11,796,064	\$ -	\$ 11,796,064	\$ -	\$ 11,796,064	\$ -		\$ 11,796,064
33590200-313400	TSPLOST	20,443,650	12,283,650	-	8,160,000	8,160,000	923,566		7,236,434
33541100-361000	INTEREST EARNINGS	83,509	83,509	-	-	-	38,636		(38,636)
Total				\$ 11,796,064	\$ 8,160,000	\$ 19,956,064	\$ 962,202		\$ 18,993,862
Expenditures									
33541100-541410	ROADWAY IMPROVEMENTS	\$ 2,845,670	\$ 22,040	\$ (1,719,374)	\$ 4,543,004	\$ 2,823,630	\$ -	\$ -	\$ 2,823,630
33541100-541410	C1631 MCGINNIS RD IGA (FORSYTH)	2,400,000	-	-	2,400,000	2,400,000	-	-	2,400,000
33541100-541410	C1638 ACADEMY ST/WEBB BR RD OP IMP	934,918	160,573	774,345	-	774,345	-	178,920	595,425
33541100-541410	C1713 KIMBALL BR RD OP IMPROVEMENTS	469,650	126,984	342,666	-	342,666	11,875	330,790	1
33541100-541410	C1714 BETHANY RD @ MID BROADWELL RD	1,270,567	156,238	397,333	716,996	1,114,329	4,712	5,660	1,103,957
33541100-541410	C1715 BETHANY RD @ MAYFIELD RD	1,261,591	189,501	1,072,090	-	1,072,090	248	6,350	1,065,492
33541100-541410	C1716 MORRIS RD OPERATIONAL IMP	3,195,210	362,433	2,332,777	500,000	2,832,777	(106,120)	10,816	2,928,081
33541100-541410	C1717 OLD MILTON PKWY CAPACITY IMP	1,706,788	128,853	1,577,935	-	1,577,935	-	531,969	1,045,966
33541100-541410	C1718 WINDWARD PKWY IMP	2,198,729	180,437	2,018,292	-	2,018,292	-	-	2,018,292
33541100-541410	C1800 HAYNES BRIDGE RD IMP	5,000,000	-	5,000,000	-	5,000,000	-	-	5,000,000
Total				\$ 11,796,064	\$ 8,160,000	\$ 19,956,064	\$ (89,285)	\$ 1,064,504	\$ 18,980,845



SPECIAL REVENUE FUNDS WITH CAPITAL PROJECTS

Revenue & Expenditure Reports



CITY OF ALPHARETTA
 Financial Management Reports
 Special Revenue Funds
Confiscated Assets Fund (Fund 210; life-to-date for active projects)
 As of August 31, 2018

		Project Snapshot		FY 2019					
		Total Project Authorization	Prior Year Actuals	Carryforward Budget	FY 2019 Appropriations	Total Budget	Collections / Expenditures	Encumbrances	Funds Available
Account #	Project								
Revenue									
DEA									
21031110-351300	CONFISCATION/FEDERAL SEIZURE	2,373,386	2,373,386	\$ -	\$ -	\$ -	154,954		\$ (154,954)
21031110-361000	INTEREST EARNINGS	4,655	4,655	-	-	-	257		(257)
21031110-392100	SALE OF CAPITAL ASSETS (FEDERAL)	14,366	14,366	-	-	-	-		-
21031110-395000	CARRYFORWARD FUND BALANCE	274,416	-	(13,091)	287,507	274,416	-		274,416
	subtotal			\$ (13,091)	\$ 287,507	\$ 274,416	\$ 155,211		\$ 119,205
State									
21031120-351301	CONFISCATION/STATE SEIZURE	180,033	180,033	\$ -	\$ -	\$ -	-		\$ -
21031120-395000	CARRYFORWARD FUND BAL(STATE)	26,775	-	26,775	-	26,775	-		26,775
	subtotal			\$ 26,775	\$ -	\$ 26,775	\$ -		\$ 26,775
21031110-336000	C1817 SWAT EQUIP(MILTON/ROSWELL)	238,425	42,363	\$ 196,062	\$ -	\$ 196,062	\$ 53,471		\$ 142,591
	subtotal			\$ 196,062	\$ -	\$ 196,062	\$ 53,471		\$ 142,591
	Total			\$ 209,746	\$ 287,507	\$ 497,253	\$ 208,683		\$ 288,570
Expenditures									
DEA									
21031110-51*	PERSONNEL SERVICES	552,717	265,210	\$ -	\$ 287,507	\$ 287,507	\$ 53,041	\$ -	\$ 234,466
21031110-52*	MAINTENANCE AND OPERATIONS	12,960	12,960	-	-	-	-	-	-
21031110-542100	MACHINERY AND EQUIPMENT	36,857	18,428	18,429	-	18,429	-	-	18,429
21031110-542100	C1817 SWAT EQUIPMENT	64,186	64,186	-	-	-	-	-	-
21031110-542200	C1817 SWAT EQUIPMENT	297,063	297,063	-	-	-	-	-	-
21031110-579007	NEXT YEAR BUDGET RESERVE	164,542	-	164,542	-	164,542	-	-	164,542
	subtotal			\$ 182,971	\$ 287,507	\$ 470,478	\$ 53,041	\$ -	\$ 417,437
State									
21031120-532400	NON-RECURRING EXPENSES	65,225	45,225	\$ -	\$ 20,000	\$ 20,000	\$ 2,000	\$ -	\$ 18,000
21031110-579000	NON-ALLOCATED	6,775	-	6,775	-	6,775	-	-	6,775
	subtotal			\$ 6,775	\$ 20,000	\$ 26,775	\$ 2,000	\$ -	\$ 24,775
	Total			\$ 189,746	\$ 307,507	\$ 497,253	\$ 55,041	\$ -	\$ 442,212



CITY OF ALPHARETTA
 Financial Management Reports
 Special Revenue Funds
Impact Fee Fund (Fund 270; life-to-date for active projects)
 As of August 31, 2018

		Project Snapshot		FY 2019										
		Total Project Authorization	Prior Year Actuals	Carryforward Budget	FY 2019 Appropriations	Total Budget	Collections / Expenditures	Encumbrances	Funds Available					
Account #	Project													
Revenue														
27074110-341321	IMPACT FEES STREETS & HIGHWAYS	\$	1,518,260	\$	-	\$	-	\$	106,608	\$	(106,608)			
27074110-341323	IMPACT FEES RECREATION & PARKS		3,173,623		-		45,000		45,000		(255,922)			
27074110-341324	IMPACT FEES PUBLIC SAFETY		598,001		-		-		-		(84,937)			
	subtotal				\$	-	\$	45,000	\$	45,000	\$	492,467		
Non-Departmental														
27074110-395000	CARRYFORWARD FUND BALANCE				\$	2,179,187	\$	565,000	\$	2,744,187	\$	-		
27074110-361000	INTEREST EARNINGS				-		-		-		10,150			
	subtotal				\$	2,179,187	\$	565,000	\$	2,744,187	\$	10,150		
	Total				\$	2,179,187	\$	610,000	\$	2,789,187	\$	502,616		
Expenditures														
Public Safety														
27031150-541300	C1630 PS HQ EXPANSION	\$	716,570	\$	-	\$	40,000	\$	40,000	\$	6,727	\$	33,273	
	subtotal				\$	-	\$	40,000	\$	40,000	\$	6,727	\$	33,273
Public Works														
27041100-541410	C1410 RUCKER RD CORRIDOR	\$	1,150,000	\$	-		1,150,000	\$	-	\$	150,000	\$	-	
27041100-541410	C1723 TEASLEY STREET IMPROVEMENTS		56,925		-		56,925		-		-		56,925	
27041100-541410	C1723 PARK PLAZA SIGNAL		72,300		-		-		72,300		-		-	
	subtotal				\$	1,206,925	\$	72,300	\$	1,279,225	\$	-	\$	150,000
Recreation, Parks & Cultural Services														
27061150-541500	C1611 ALPHARETTA ARTS CENTER	\$	1,300,001	\$	-	\$	13,606	\$	-	\$	13,606	\$	-	
27061150-541000	C1711 CULTURAL ARTS LAND/PARK LAND		150,000		-		150,000		-		-		150,000	
27061150-541500	C1808 CITY CTR SIDEWALKS/UTILITIES		300,000		-		300,000		-		300,000		-	
27061150-541500	C1920 PARK DEVELOPMENT		120,000		-		-		120,000		-		-	
	subtotal				\$	463,606	\$	120,000	\$	583,606	\$	300,000	\$	13,606
Non-Departmental														
27074110-579001	NON-ALLOCATED STREETS & HIGHWAYS				\$	164,189	\$	377,700	\$	541,889	\$	-	\$	-
27074110-579002	NON-ALLOCATED RECREATION & PARKS					313,693		-		313,693		-		-
27074110-579003	NON-ALLOCATED PUBLIC SAFETY					30,774		-		30,774		-		-
	subtotal				\$	508,656	\$	377,700	\$	886,356	\$	-	\$	-
	Total				\$	2,179,187	\$	610,000	\$	2,789,187	\$	306,727	\$	196,879



CITY OF ALPHARETTA
 Financial Management Reports
 Special Revenue Funds
Hotel/Motel Fund (Fund 275; life-to-date for active projects)
 As of August 31, 2018

		Project Snapshot		FY 2019					
		Total Project Authorization	Prior Year Actuals	Carryforward Budget	FY 2019 Appropriations	Total Budget	Collections / Expenditures	Encumbrances	Funds Available
Account #	Project								
Revenue									
27590150-314100	HOTEL/MOTEL TAXES	40,663,637	33,013,637	\$ -	\$ 7,650,000	\$ 7,650,000	\$ 800,788		\$ 6,849,212
27590150-361000	INTEREST EARNINGS	-	-	-	-	-	-		-
	subtotal			\$ -	\$ 7,650,000	\$ 7,650,000	\$ 800,788		\$ 6,849,212
Non-Departmental									
27590150-395000	CARRYFORWARD FUND BALANCE	1,770,516	-	\$ 1,770,516	\$ -	\$ 1,770,516	\$ -		\$ 1,770,516
	subtotal			\$ 1,770,516	\$ -	\$ 1,770,516	\$ -		\$ 1,770,516
	Total			\$ 1,770,516	\$ 7,650,000	\$ 9,420,516	\$ 800,788		\$ 8,619,728
Expenditures									
Alpharetta Convention & Visitors Bureau									
27590150-572002	ALPHA CONV & VISITORS BUREAU DISTRIBUTION	6,367,345	3,020,470	\$ -	\$ 3,346,875	\$ 3,346,875	\$ 350,345	\$ -	\$ 2,996,530
	subtotal			\$ -	\$ 3,346,875	\$ 3,346,875	\$ 350,345	\$ -	\$ 2,996,530
City/Other									
27590150-521200	PROFESSIONAL SERVICES	9,525	6,525	\$ -	\$ 3,000	\$ 3,000	\$ -	\$ -	\$ 3,000
27590150-611100	CITY OF ALPHARETTA DISTRIBUTION	5,457,725	2,588,975	-	2,868,750	2,868,750	300,296	-	2,568,454
	subtotal			\$ -	\$ 2,871,750	\$ 2,871,750	\$ 300,296	\$ -	\$ 2,571,454
Tourism Product Development									
27590150-541500	C1611 ALPHARETTA ARTS CENTER	396,253	231,861	\$ 164,392	\$ -	\$ 164,392	\$ 164,391	\$ -	\$ 1
27590150-541500	C1908 WAYFINDING SIGNAGE	51,412	-	-	51,412	51,412	-	-	51,412
27590150-541500	C1911 EQUESTRIAN CENTER	250,000	-	-	250,000	250,000	-	-	250,000
27590150-579000	RESERVE (TOURIST PRODUCT DEVELOPMENT)	256,124	-	106,124	150,000	256,124	-	-	256,124
27590150-579006	DEBT SERVICE RESERVE	1,500,000	-	1,500,000		1,500,000	-	-	1,500,000
27590151-581100	D1600 PRINCIPAL (2016 CONF CTR BOND)	200,000	-	-	200,000	200,000	-	-	200,000
27590151-582100	D1600 INTEREST PAYMENT (2016 CONF CTR BOND)	1,559,926	779,963	-	779,963	779,963	-	-	779,963
	subtotal			\$ 1,770,516	\$ 1,431,375	\$ 3,201,891	\$ 164,391	\$ -	\$ 3,037,500
	Total			\$ 1,770,516	\$ 7,650,000	\$ 9,420,516	\$ 815,032	\$ -	\$ 8,605,484



OTHER REPORTS

Payments \$5,000 and Greater



CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended August 31, 2018

Vendor	Description	Department	\$ Amount
Ace American Insurance Company	Monthly Workers Comp Claims	Risk Management	\$ 27,843.46
AECOM Technical Services Inc.	Kimbal Bridge Road Improvement and Old Milton Parkway Costing Plans	Public Works	\$ 85,925.34
AFLAC	July 2018 Premiums	Finance	\$ 11,439.78
Alpharetta Convention & Visitor Bureau	Hotel/Motel Occupancy Tax Allocation	Finance	\$ 350,344.92
Alta Planning + Design	Alpha Loop Trail Wayfinding Signage Concept	Rec., Parks, & Cultural Svcs	\$ 5,420.00
Alta Planning + Design	Alpha Loop	Community Development	\$ 20,002.00
American Facility Services Inc.	July 2018 Janitorial Services	Public Works	\$ 11,264.84
American Facility Services Inc.	July 2018 Janitorial Services	Rec., Parks, & Cultural Svcs	\$ 6,686.11
Ashley Banan	August 2018 Team Gymnastics and AGA Clinic	Rec., Parks, & Cultural Svcs	\$ 10,488.71
AT&T	July 2018 Phone Service	Information Technology	\$ 5,650.50
AT&T	June 2018 Phone Service	Information Technology	\$ 5,650.00
AT&T/Bellsouth @ 85 Annex	8/11-9/10/18 Communication	Public Safety	\$ 45,478.03
Atkins North America Inc.	Rucker Rd Construction/Road Improvements	Public Works	\$ 54,667.63
Atlanta Business Chronicle	7/6/18 Article	City Administration	\$ 5,850.00
Atlas Geographic Data Inc.	COA GIS Parcel Conversion	Information Technology	\$ 11,250.00
Autaco Development LLC	FY2017 Bond Sidewalks Phase 5	Public Works	\$ 92,264.40
B&T Shavings Inc.	Premium Flake	Rec., Parks, & Cultural Svcs	\$ 5,460.00
Carl Black Buick GMC LLC	Vehicle Maintenance and Repairs	Public Safety	\$ 6,180.49
CDW LLC	ADO InDesign/ADO Photo/ADO Ccallapp	Information Technology	\$ 10,999.27
CDW LLC	Annual Tenable Security Center on Premium	Information Technology	\$ 29,998.27
Centerline Supply Inc.	Traffic Control Devices	Public Works	\$ 13,072.00
Cigna (wire)	Monthly Premium	Finance	\$ 35,167.90
Cigna (wire)	Monthly Premium	Finance	\$ 41,952.00
Cigna (wire)	Monthly Premium	Finance	\$ 136,018.79
Collective Data Inc.	Annual Renewal Support and Maintenance	Information Technology	\$ 7,698.75
Comfort By Design	AC Unit Maintenance/Repair and AC Unit	Public Works	\$ 6,743.20
Comfort By Design	AC Unit Maintenance/Repair and AC Unit	Public Works	\$ 9,202.26
Construction 57 Inc.	Retainage Released - Windward Sidewalk Improvements	Public Works	\$ 27,644.13
Courtview Justice Solutions Inc.	Annual Courtrac and Web Hosting Services	Municipal Courts	\$ 6,070.00
Critical Components	Annual OEM Advantage Ultra Service Plan	Information Technology	\$ 5,125.00
Currahee Brewing Company LLC	Downtown Façade and Improvement Grant	City Administration	\$ 16,000.00



CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended August 31, 2018

Vendor	Description	Department	\$ Amount
CW Matthews Contracting Co Inc.	Rucker Road Corridor Improvements	Public Works	\$ 589,458.42
Dana Safety Supply Inc.	Vehicle Upfitting and DSS Programming of Equipment	Public Safety	\$ 21,186.75
Dana Safety Supply Inc.	Vehicle Upfits	Public Safety	\$ 19,263.03
David Eristavi	August 2018 Soccer	Rec., Parks, & Cultural Svcs	\$ 10,520.00
DeKalb Office Environments Inc.	Work Stations	Community Development	\$ 18,040.58
DeKalb Office Environments Inc.	Office Furniture and Gesture Stool	Various	\$ 6,341.58
DLT Solutions LLC	Annual Solarwinds Network	Information Technology	\$ 9,485.78
Downey Trees Inc.	Tree and Shrub Removal Service/Mulch	Public Works	\$ 8,845.00
Downey Trees Inc.	Tree and Shrub Services and Mulch	Rec., Parks, & Cultural Svcs	\$ 9,210.00
ED Castro Landscape Inc.	August 2018 Maintenance	Rec., Parks, & Cultural Svcs	\$ 8,035.58
ESRI	GIS Mobile Field Mapping & Data Collection	Information Technology	\$ 59,000.00
Filemaker Inc.	Annual Software Maintenance and Support	Information Technology	\$ 8,758.00
Fulton Co. BOE (wire)	Land Purchase	Finance	\$ 12,000.00
Fulton County Board of Education	July 2018 Fuel	Finance	\$ 42,612.33
Fulton County Dept. of Finance	Water Bills	Finance	\$ 7,538.23
Fulton County Director of Finance	Admin Fee for November 6th, 2018 Special Municipal Election	City Administration	\$ 14,479.10
Fulton County Finance Department	July 2018 State Reports	Municipal Courts	\$ 6,103.75
Fulton County-Dept. of Finance	Water Bills	Finance	\$ 6,781.40
Fulton County-Dept. of Finance	Water Bills	Finance	\$ 6,918.63
Galls Inc.	Uniforms	Public Safety	\$ 7,239.72
Georgia Bureau of Investigation	July 2018 Alcohol/Liquor License and Private Employment	Public Safety	\$ 17,643.75
Georgia Power Co	Power Bill	Finance	\$ 162,884.95
Georgia State Soccer Association Inc.	2018 Fall Season Soccer Fees and Insurance	Rec., Parks, & Cultural Svcs	\$ 17,001.40
Georgia Subsequent Injury Trust Fund	SITF 2017 Assessment	Risk Management	\$ 25,162.21
Georgia Superior Court Clerks	July 2018 State Reports	Municipal Courts	\$ 26,295.56
GH Tours Inc.	Shrimp & Grits Festival	Rec., Parks, & Cultural Svcs	\$ 5,244.00
Grant Thornton LLP	Rebate Services	Finance	\$ 7,500.00
Gulf States Distributors Inc.	Ammunition	Public Safety	\$ 16,407.00
Icon Enterprises Inc.	Annual Civic Clerk Agenda and Video Fee	City Administration	\$ 9,732.00
J&J Computer Connection Inc.	Equipment Contract	Finance	\$ 8,015.28
James W Casto	7/25/18 and 8/25/18 Performance @ Brooke Street Park	Rec., Parks, & Cultural Svcs	\$ 10,000.00



CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended August 31, 2018

Vendor	Description	Department	\$ Amount
Joan & William Welker	Parcel 43 Rucker Rd Corridor	Public Works	\$ 8,700.00
KCI Technologies Inc.	Kimbal Bridge Road Improvement	Public Works	\$ 11,875.00
Krown USA Inc.	Soccer Uniforms	Rec., Parks, & Cultural Svcs	\$ 9,138.00
Mass Services Inc.	July 2018 Stall Cleaning	Rec., Parks, & Cultural Svcs	\$ 16,389.15
Mauldin & Jenkins LLC	Audit for FY18 Year End	Finance	\$ 6,000.00
MMS Alpharetta LLC	Sidewalk Work	Public Works	\$ 350,000.00
Monro Muffler Brake Inc.	Vehicle Tires and Services	Public Safety	\$ 12,609.26
More to Hoopz LLC	Summer Camp Instructor	Rec., Parks, & Cultural Svcs	\$ 9,262.51
More to Hoopz LLC	Camp Instructor	Rec., Parks, & Cultural Svcs	\$ 5,154.00
Morgan Stanley Global Banking Opera	Investment Advisory - 401A & 457	Finance	\$ 7,500.00
North Fulton Regional Radio Sys Auth	First Quarter-FY2019 Radio Frequency Access Service	Public Safety	\$ 109,445.50
Overhead Door Co of Atlanta	Facility Repairs on Gates and Doors	Public Works	\$ 5,500.50
Peace Officer's Annuity/Benefit Fund of GA	July 2018 State Reports	Municipal Courts	\$ 6,118.75
Peek Pavement Marking LLC	Pavement Marking Services	Public Works	\$ 11,837.50
Pond & Company	Alpha Loop and Morris Road Operational Improvements	Public Works	\$ 31,095.00
Pond & Company	Alpha Loop	Public Works	\$ 42,042.50
Pond & Company	Big Creek Greenway Repair Analysis	Rec., Parks, & Cultural Svcs	\$ 6,220.00
Popcorn Media LLC	Movie Star Camp	Rec., Parks, & Cultural Svcs	\$ 8,082.25
Premier Events LLC	2018 Wire and Wood Event	Rec., Parks, & Cultural Svcs	\$ 5,000.00
Primestripe	Soccer Goal Equipment	Rec., Parks, & Cultural Svcs	\$ 12,060.00
Red the Uniform Tailor	Employee Uniforms	Public Safety	\$ 6,630.22
Republic Services #800	Waste Management Services	Finance	\$ 330,771.88
Republic Services #800	July 2018 Waste Management	Finance	\$ 6,488.70
Ruppert Landscape	July 2018 Landscape Maintenance	Public Works	\$ 29,464.34
Safety Penn Training	Swim Lessons	Rec., Parks, & Cultural Svcs	\$ 5,223.75
Sawnee Electric Membership Corp	Power Bill	Finance	\$ 33,023.13
SHI International Corp	Software Maintenance and Support	Information Technology	\$ 50,086.00
SOL Constructions LLC	FY2017 Bond Sidewalks Phase 4	Public Works	\$ 136,377.38
State Board of Workers Compensation	FY2019 Workers Comp Annual Assessment	Risk Management	\$ 5,176.62
SunTrust Pcard	Procurement Card Payment	Finance	\$ 7,145.17
SunTrust Pcard	July 2018 Epayable Payment	Finance	\$ 181,098.87



CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended August 31, 2018

Vendor	Description	Department	\$ Amount
Sweeping Corporation	Street Sweeping Services	Public Works	\$ 6,987.06
Tech Alpharetta Inc.	September 2018 ATC CEO Pay	Development Authority	\$ 10,416.66
Temple Inc.	Traffic Signals and Equipment	Public Works	\$ 19,317.24
Tetra Tech	Road and Intersection Improvements/Stormwater Study	Public Works	\$ 83,306.02
Tetra Tech	Erosion Control Services	Public Works	\$ 5,766.40
The Christman Company	Downtown Parking Deck	Public Works	\$ 234,540.00
The Cincinnati Life Insurance Company	Employee Life Insurance Premium	Finance	\$ 6,586.56
The Dickerson Group	Mayfield Road Culvert Replacement	Public Works	\$ 344,966.11
The Macallan Group	Alpha Art Center	Rec., Parks, & Cultural Svcs	\$ 138,373.15
The Macallan Group	Alpharetta Arts Center	Public Works	\$ 205,627.83
The Winter Construction Company	Public Safety Expansion and E911 Renovations	Public Safety	\$ 286,751.00
Thinkgard LLC	Annual Agreement Datagard	Information Technology	\$ 149,291.32
Tri Scapes Inc.	July 2018 Park Landscape Maintenance and Westside Fitness Park Maintenance	Rec., Parks, & Cultural Svcs	\$ 20,080.83
Tyler Technologies Inc.	Annual Tyler Support/Licensing and Annual Pace 5 Training/Tyler Connect	Finance	\$ 91,835.02
Utility Associates Inc.	Bodyworn, Rocket IOT and Maintenance/Support	Information Technology	\$ 60,550.00
Velocity Ventures	Vehicle Maintenance and Repairs	Public Safety	\$ 5,217.87
Verismic Software Inc.	Cloud Management Suite	Information Technology	\$ 7,290.00
Veristor Systems Inc.	Annual Production Support-Vmware vSphere	Information Technology	\$ 26,085.56
Verizon Wireless Services LLC	Cell/iPhone/iPad Service and Cellular Mifi Cards	Information Technology	\$ 21,203.66
Verizon Wireless Services LLC	7/3/18 thru 8/12/18 Wireless Services	Information Technology	\$ 21,124.05
Vertical Earth	Warsaw Area Sidewalk Improvement Project	Public Works	\$ 57,401.05



OTHER REPORTS

Purchase Orders between
\$5,000 and \$50,000



CITY OF ALPHARETTA
 Financial Management Reports
Listing of PO's between \$5,000.01 and \$50,000.00
 for the month ended August 31, 2018

Purchase Order #	Vendor	Department	Purchase Order Amt.	Description
19000116	Innovative Fitness Solutions Inc	Public Safety	\$ 9,020.00	Dumbbells, kettlebells and storage racks for PSHQ gym
19000117	Market Share Inc	Rec., Parks & Cultural Svcs	\$ 8,527.50	Recreational instructor for babysitting classes and camps
19000119	AT&T Corp	Information Technology	\$ 18,802.00	MIS services
19000120	ICON Enterprises Inc	Administration	\$ 9,732.00	CivicPlus software license renewal
19000121	Hasley Recreation Inc	Rec., Parks & Cultural Svcs	\$ 5,555.60	(2) swings with square posts packages
19000128	Tyler Technologies Inc	Finance	\$ 5,775.00	Investment analysis - PACE
19000129	Collective Data Inc	Information Technology	\$ 7,698.75	Collective Fleet software license renewal
19000131	Filemaker Inc	Information Technology	\$ 8,758.00	Filemaker software license renewal
19000132	Control Technologies Inc	Public Works	\$ 9,738.00	(5) traffic signal controllers
19000135	Pond & Company	Public Works	\$ 8,900.00	Design services for signal improvements at Academy Street and Park Plaza
19000136	Manny Zafiros	Rec., Parks & Cultural Svcs	\$ 35,000.00	Officials for youth, teen, and adult basketball games
19000137	Primestripe	Rec., Parks & Cultural Svcs	\$ 12,060.00	Soccer goals
19000139	Dana Safety Supply Inc.	Public Safety	\$ 19,263.03	Upfitting of (2) public safety vehicles
19000141	Mark Nelson	Rec., Parks & Cultural Svcs	\$ 39,000.00	(13) life-sized decorative nutcrackers
19000150	Smyrna Police Distributors	Public Safety	\$ 17,800.00	Police, Fire, E911, and Fire Volunteer uniforms
19000151	DeKalb Office	Rec., Parks & Cultural Svcs	\$ 10,655.35	Additional furniture for City Hall Recreation Office
19000152	Mauldin & Jenkins LLC	Finance	\$ 48,500.00	Auditing services for Fiscal Year 2018
19000154	Killer Creek Harley-Davidson	Public Safety	\$ 26,108.00	(1) Harley-Davidson motorcycle
19000155	GH Tours Inc.	Rec., Parks & Cultural Svcs	\$ 5,244.00	Shrimp & Grits Festival and Tour to Jekyll Island
19000157	Courtview Justice Solutions Inc.	Information Technology	\$ 6,070.00	Courttrac software license renewal
19000158	Wilburn Engineering LLC	Public Works	\$ 15,706.00	Traffic signal loop detection replacement equipment
19000159	David Eristavi	Rec., Parks & Cultural Svcs	\$ 47,500.00	Director of Coaching for the soccer program
19000161	Critical Components Inc.	Information Technology	\$ 5,125.00	Annual maintenance for Public Works Data Center's UPS
19000163	Zayo Bandwidth LLC	Information Technology	\$ 24,529.56	Internet service provider for the City's data center and data network
19000165	One Diversified LLC	Rec., Parks & Cultural Svcs	\$ 6,736.00	Sound masking system for recreation offices in City Hall
19000168	Veristor System Inc.	Information Technology	\$ 7,068.00	Veristor First Call support and Dell PSMC onsite hardware replacement & phone support
19000169	Veristor System Inc.	Information Technology	\$ 9,037.15	HP hardware onsite support
19000172	AECOM Technical Services Inc.	Public Works	\$ 9,500.00	Milton Ave at Roswell St/Canton St pedestrian scramble study
19000174	Southern Hydro Vac Inc.	Rec., Parks & Cultural Svcs	\$ 7,656.00	Hydro vac services for the Equestrian Center
19000175	Deere & Company	Rec., Parks & Cultural Svcs	\$ 6,735.54	(1) John Deere TS Gator
19000176	RICO International Inc.	Rec., Parks & Cultural Svcs	\$ 17,948.20	(1) electric Club Car Carryall
19000177	Mason Tractor Company Inc.	Rec., Parks & Cultural Svcs	\$ 12,684.22	(1) Kubota Utility Vehicle
19000179	Georgia State Soccer Association Inc.	Rec., Parks & Cultural Svcs	\$ 25,000.00	Soccer affiliation for recreation and travel leagues
19000182	Pond & Company	Rec., Parks & Cultural Svcs	\$ 9,925.00	Construction documents, administration, and inspection services of greenway repair
19000183	All Traffic Data Services Inc.	Public Works	\$ 8,000.00	Traffic volume data collection services for (2) locations, Avalon and downtown



CITY OF ALPHARETTA
 Financial Management Reports
Listing of PO's between \$5,000.01 and \$50,000.00
 for the month ended August 31, 2018

Purchase Order #	Vendor	Department	Purchase Order Amt.	Description
19000191	Carithers-Wallace-Courtenay	Public Safety	\$ 5,604.29	(9) task chairs for new Public Safety offices
19000192	Gulf States Distributors Inc.	Public Safety	\$ 22,512.00	Duty and training ammunition
19000193	Replay Systems	Public Safety	\$ 23,170.00	911 Telephone voice recorder replacement and upgrade
19000197	James W Castro	Rec., Parks & Cultural Svcs	\$ 15,000.00	Performance fee for (3) concerts in Brooke St Park
19000199	United Site Services of Georgia LLC	Rec., Parks & Cultural Svcs	\$ 19,285.00	Portable toilet and dumpster rentals for the City's special events
19000200	Carithers-Wallace-Courtenay	Public Safety	\$ 6,248.00	Furniture for 911 Center
19000201	J&J Computer Connection Inc.	Finance	\$ 6,961.55	(2) Xerox printers for Arts Center
19000202	JJ Soccer LLC	Rec., Parks & Cultural Svcs	\$ 49,000.00	Officials for recreation and select soccer leagues
19000203	Jerry Pate Turf & Irrigation Inc.	Rec., Parks & Cultural Svcs	\$ 7,868.65	(1) Toro blower
19000204	Corblu Ecology Group LLC	Public Works	\$ 16,000.00	Jurisdictional water consulting services for Wills Park stream restoration project
19000205	Care Environmental Corp	Public Works	\$ 11,402.00	Hazardous material and waste services for waste collection event
19000209	Jacobs Engineering Group	Public Works	\$ 10,019.12	Standardization of traffic control center server room
19000210	Vertical Earth	Public Works	\$ 11,730.00	Handrail installation at Beaver Creek.



OTHER REPORTS

Bid/RFP Status



CITY OF ALPHARETTA
Financial Management Reports
Bid/RFP Status
for the month ended August 31, 2018

Bid#	RFP#	Department	Description	Close Date	Number of Vendor Responses	Award Date	Awarded To	Award Amount	Note	Purchase Order Date	Purchase Order #
18-003		Public Works	SR 400 Ramp at Windward Parkway Phase 2	6/14/2018	7						
	18-109 RFP	Public Safety	Public Safety Emergency Medical Equipment & Supplies	6/21/2018	7	8/6/2018	Southeastern Emergency Equipment	\$ 55,000.00	1		
18-009		Public Works	Morris Road Operational Improvements	7/12/2018	5	8/27/2018	Vertical Earth	\$ 2,600,127.17			
	19-101 RFP	Com Dev	Creative Placemaking Plan for North Point Area	8/2/2018	7						
	19-1001 RFQ	Public Works	Roadway Rating and Pavement Analysis	8/9/2018	5	n/a	Shortlisted to 4 firms for RFP 19-104				
19-002		Public Works	Morrison Parkway Sidewalk Improvements	8/23/2018	5	9/4/2018	Sol Construction, LLC	\$ 618,306.40			
	19-104 RFP	Public Works	Roadway Rating and Pavement Analysis	9/6/2018	4						
	19-102 RFP	Public Safety	Fire Department Structural Turnout Gear	9/12/2018	4						
19-003		Public Works	FY 2019 Milling & Resurfacing	9/13/2018	3						
	19-103 RFP	Rec/Parks	North Park Artificial Turf Replacement	9/13/2018	4						
19-004		Public Works	Bethany Road Roundabouts	9/27/2018							

Notes:

1 Award of \$55,000 is appropriations for medical supplies as needed throughout each fiscal year



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OTHER REPORTS

GAAP Financial Statements

**City of Alpharetta
Balance Sheet
Governmental Funds
August 31, 2018**

	Major Governmental Funds						Non-Major	Total
	General	Capital	Capital	Conf Center	Construction	T-SPLOST	Governmental	Governmental
	Fund	Project Fund	Grant Fund	Bond Fund	Bond Fund	Capital Fund	Funds	Funds
ASSETS								
Cash / Cash Equivalents / Investments	\$ 16,976,589	\$ 15,802,310	\$ -	\$ 375,972	\$ 38,098,684	\$ 12,845,302	\$ 8,508,176	\$ 92,607,033
Receivables (net of allowance for uncollectibles)			471,803					471,803
Taxes Receivable								-
Property Taxes	173,671	-		-	-	-	30,534	204,205
Other Taxes	-	-		-	-	-	-	-
Interest	-	-		-	-	-	-	-
Accounts	-	252,979		-	-	-	2,269	255,248
Due from Other Funds	24,980	-	-	-	-	-	-	24,980
Prepaid Items	-	-		-	-	-	-	-
Cash - Restricted	-	-		-	-	-	-	-
Intergovernmental Receivable	-	-		-	-	-	-	-
Restricted	-	-		-	-	-	-	-
Total Assets	17,175,240	16,055,289	471,803	375,972	38,098,684	12,845,302	8,540,979	93,563,268
LIABILITIES AND FUND BALANCES								
Liabilities								
Current								
Accounts Payable	1,113,539	345,809	-	-	\$ 35,843	\$ -	-	1,495,190
Retainage Payable	-	558,504		-	725,291	-	371,243	1,655,038
Intergovernmental Payable	-	-	-	-	-	-	-	-
Arbitrage Payable	-	-	-	-	-	-	-	-
Accounts payable/AR Suspense acct	-	-		-	-	-	-	-
Claims Payable	-	-		-	-	-	-	-
Payroll Payable	20,938	-		-	-	-	1,800	22,738
Due to Other Funds	-	-	-	-	-	-	71	71
Deferred Revenue	208,574	488,251	\$ 374,175	-	-	-	159,580	1,230,580
Unearned Revenue	-	-		-	-	-	-	-
Teen Driving/Donation	-	-		-	-	-	-	-
T.A.D Payment to County	-	-		-	-	-	-	-
Compensated Absences	-	-		-	-	-	-	-
Non-Current								
Unclaimed Property	-	-		-	-	-	-	-
Claims Payable	-	-		-	-	-	-	-
Total Liabilities	1,343,051	1,392,564	374,175	-	761,134	-	532,695	4,403,618
Fund Balances:								
Restricted for:								
Capital Projects	-	574,367	97,627	375,972	37,337,550	12,845,302	2,940,076	54,170,894
Law Enforcement	-	-		-	-	-	448,402	448,402
Emergency Telephone Activities	-	-		-	-	-	990,769	990,769
Grant Projects	-	-		-	-	-	-	-
Debt Service	-	-		-	-	-	1,050,757	1,050,757
Promotion of Tourism	-	-		-	-	-	1,756,273	1,756,273
Assigned for:								
Grant Projects	-			-	-	-	38,296	38,296
Capital Projects		14,088,358						14,088,358
2019 Fiscal year Expenditures	6,083,689	-		-	-	-	-	6,083,689
Unassigned	9,748,500			-	-	-	783,713	10,532,213
Total Fund Balances	15,832,189	14,662,725	97,627	375,972	37,337,550	12,845,302	8,008,284	89,159,649
Total Liabilities and Fund Balances	\$ 17,175,240	\$ 16,055,289	\$ 471,803	\$ 375,972	\$ 38,098,684	\$ 12,845,302	\$ 8,540,979	\$ 93,563,268

City of Alpharetta
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
For the Period Ended August 31, 2018

	Major Governmental Funds						Non-Major	Total
	General Fund	Capital Project Fund	Capital Grant Fund	Conf Ctr Fund	S2016 Const Bond Fund	T-SPLOST Capital Fund	Governmental Funds	Governmental Funds
REVENUES								
Taxes:								
Property Tax	\$ 79,320	-	-	-	-	-	800,788	\$ 880,108
Local Option Sales Tax	1,348,620	-	-	-	-	-	17,703	1,366,323
Transportation Special Purpose Local Option Sales Tax	-	-	-	-	-	923,566	-	923,566
Other Taxes	405,544	-	-	-	-	-	137,167	542,710
Licenses and permits	1,003,669	-	-	-	-	-	492,467	1,496,135
Intergovernmental	10,000	-	7,945	-	-	-	154,954	172,900
Charges for services	1,101,365	-	-	-	-	-	53,471	1,154,836
Impact Fees	-	-	-	-	-	-	-	-
Fines/Forfeitures	340,497	-	-	-	-	-	20,749	361,246
Investment earnings	54,033	50,638	676	1,248	130,864	38,636	-	276,096
Contributions and Donations	-	59,420	-	-	-	-	-	59,420
Other	32,762	-	-	-	-	-	-	32,762
Total revenues	4,375,810	110,058	8,621	1,248	130,864	962,202	1,677,300	7,266,104
EXPENDITURES								
Current:								
Unallocated	-	-	-	-	-	-	514,736	514,736
General government	2,042,163	283630.1	-	-	-	-	2,250	2,328,043
Public safety	5,968,900	86266.67	-	-	-	-	1,067,424	7,122,591
Public works	1,479,877	989305.15	-	-	452,257	(89,285)	75,299	2,907,453
Economic and community development	640,863	24347.78	-	-	-	-	-	665,211
Alpharetta Business Community	-	20002	-	-	-	-	-	20,002
Culture and recreation	1,725,803	23622.6	-	-	124,286	-	308,739	2,182,450
Debt service:								
Principal	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-
Other Costs	126,807	-	-	-	-	-	-	126,807
Bond issuance costs	-	-	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	-	-	-
Total expenditures	11,984,412	1,427,174	-	-	576,543	(89,285)	1,968,448	15,867,292
Excess (deficiency) of revenues over (under) expenditures	(7,608,602)	(1,317,116)	8,621	1,248	(445,679)	1,051,487	(291,148)	(8,601,188)
OTHER FINANCING SOURCES (USES)								
Transfers in	300,296	1,449,178	-	-	-	-	-	1,749,473
Transfers out	(1,766,678)	-	-	-	-	-	17,204	(1,749,473)
Loan Proceeds	-	-	-	-	-	-	-	-
Capital Leases	-	-	-	-	-	-	-	-
Sale of capital assets	5,720	-	-	-	-	-	-	5,720
Sale of non-capital assets	1,670	-	-	-	-	-	-	1,670
Land Sale	-	-	-	-	-	-	-	-
Insurance Proceeds	-	-	-	-	-	-	-	-
Bond Proceeds	-	-	-	-	-	-	-	-
Total other financing sources and (uses)	(1,458,992)	1,449,178	-	-	-	-	17,204	7,390
Net change in fund balances	(9,067,594)	132,061	8,621	1,248	(445,679)	1,051,487	(273,944)	(8,593,798)
Fund balances - beginning	24,899,783	14,530,663	89,006	374,723	37,783,228	11,793,815	8,282,229	97,753,447
Fund balances - ending	\$ 15,832,189	\$ 14,662,725	\$ 97,627	\$ 375,972	\$ 37,337,550	\$ 12,845,302	\$ 8,008,284	\$ 89,159,649

City of Alpharetta
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended August 31, 2018

	Budget	Actual Amounts	Variance with Budget- Positive (Negative)
REVENUES			
Taxes:			
Property Tax	\$ 22,922,000	\$ 79,320	\$ (22,842,680)
Local Option Sales Tax	15,650,000	1,348,620	(14,301,380)
Other Taxes	15,739,500	405,544	(15,333,956)
Licenses and Permits	2,023,250	1,003,669	(1,019,581)
Intergovernmental	460,000	10,000	(450,000)
Charges for Service	4,390,150	1,101,365	(3,288,785)
Fines/Forfeitures	1,987,500	340,497	(1,647,003)
Investment Earnings	150,000	54,033	(95,967)
Contributions and Donations			-
Other	180,543	32,762	(147,781)
Total revenues	63,502,943	4,375,810	(59,127,133)
EXPENDITURES			
Current:			
General government			
City Administration	2,174,084	502,646	1,671,438
Finance	3,366,136	1,012,676	2,353,460
Human Resources	430,846	78,880	351,966
Legal	690,000	-	690,000
Mayor and Council	364,389	72,123	292,266
Municipal Court	1,096,466	423,651	672,815
Information Technology	1,742,223	403,512	1,338,711
Non-Departmental	689,500	114,917	574,583
Contingency/OP Onitiative Reserve	800,000	11,890	788,110
Total general government	11,353,644	2,620,295	8,733,349
Public Safety	28,419,771	6,537,447	21,882,324
Public works	8,821,264	2,198,859	6,622,405
Economic and community development	3,162,560	707,064	2,455,496
Culture and recreation	9,947,177	3,483,649	6,463,528
Debt Service			
Principal	180,000	-	180,000
Interest	106,590	-	106,590
Total expenditures	61,991,006	15,547,314	46,443,692
Excess (Deficiency) of revenues over expenditures	1,511,937	(11,171,504)	(12,683,441)
OTHER FINANCING SOURCES (USES)			
Transfers in	2,868,750	300,296	(2,568,454)
Transfers out	(10,600,065)	(1,766,678)	8,833,388
Capital leases	-	-	-
Land Sale	-	-	-
Sale of capital assets	75,813	5,720	(70,093)
Sale of non-capital assets	43,500	1,670	(41,830)
Total other financing sources and uses	(7,612,002)	(1,458,992)	6,153,010
Net change in fund balances	(6,100,065)	(12,630,496)	(6,530,431)
Fund balances - beginning		24,899,783	
Fund balances - ending		\$ 12,269,287	
Adjustments to GAAP basis:			
Encumbrances		3,562,902	
Misc adj			
Fund balances-ending		\$ 15,832,189	

City of Alpharetta
Capital Project Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended August 31, 2018

	Budget	Actual Amounts	Variance with Budget- Positive (Negative)
REVENUES			
Intergovernmental	\$ 1,863,517	\$ -	\$ (1,863,517)
Contributions & Donations	1,260,657	59,420	(1,201,237)
Investment earnings	-	50,638	50,638
Misc Revenue	-	-	-
Other	250,000	-	(250,000)
Total revenues	3,374,174	110,058	(3,264,116)
EXPENDITURES			
Capital Outlay			
General Government:			
City Administration	380,697	131,879	248,818
Finance	50,020	3,300	46,720
Information Technology	1,491,694	215,595	1,276,099
Non-departmental	3,333,722	-	3,333,722
Total general government	5,256,133	350,773	4,905,360
Public Safety	1,985,904	1,177,331	808,573
Engineering & Public Works	16,981,990	8,819,502	8,162,488
Alpharetta Business Community	172,767	112,894	59,873
Economic and community development	322,572	120,372	202,200
Culture and recreation	2,069,810	249,846	1,819,964
Total Capital Outlay	26,789,176	10,830,719	15,958,457
Excess (Deficiency) revenue over expenditures	(23,415,002)	(10,720,661)	12,694,341
OTHER FINANCING SOURCES (USES)			
Transfers in	8,695,065	1,449,178	(7,245,888)
Capital leases	-	-	-
Budgeted Fund Balance	-	-	-
Total other financing sources and uses	8,695,065	1,449,178	(7,245,888)
Net change in fund balances	(14,719,937)	(9,271,484)	5,448,453
Fund balances - beginning		14,530,663	
Fund balances - ending		\$ 5,259,180	
Adjustments to GAAP basis:			
Encumbrances		9,403,545	
Misc adj-			
Fund balances-ending		\$ 14,662,725	

City of Alpharetta
Capital Grant Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended August 31, 2018

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
Revenues:			
Intergovernmental	\$ 955,500	7,945	\$ (947,555)
Contributions & Donations	-	-	-
Interest Earnings	-	676	676
Total	955,500	8,621	(946,879)
Expenditures:			
Public Safety	-	-	-
General Government	222,625	-	222,625
Community Development	-	-	-
Public Works	728,130	727,219	911
Recreation & Parks	-	-	-
Non-Departmental	-	-	-
Total	950,755	727,219	223,536
Excess (Deficiency) revenue over expenditures	4,745	(718,598)	(723,343)
Other Financing Sources & Uses:			
Transfers in	-	-	-
Budgeted Fund Balance	-	-	-
Subtotal:	-	-	-
Net change in fund balance	4,745	(718,598)	(723,343)
Fund balance - beginning		89,006	
Fund balance - ending		\$ (629,592)	
Adjustments to GAAP basis:			
Misc adj			
Encumbrances		727,219	
Fund balances - ending		\$ 97,627	

City of Alpharetta
Conference Center Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended August 31, 2018

	Budget	Actual Amounts	Variance with Budget- Positive (Negative)
REVENUES	\$ -	\$ -	\$ -
Bond Proceeds	-	-	-
Premium on Bond Proceeds	-	-	-
Misc Rev	-	-	-
Investment Earnings	-	1,248	1,248
Total revenues	-	1,248	1,248
EXPENDITURES			
General Government:			
Cost of Bond Issuance		-	-
Non-Departmental	374,723	-	374,723
Total general government	374,723	-	374,723
City Administration			-
Public Safety	-	-	-
Excess (Deficiency) of Revenues			
Over expenditures	(374,723)	1,248	375,971
OTHER FINANCING SOURCES			
General Obligation Bond Proceeds	-	-	-
Operating Transfers Out			-
Total other financing sources (uses)	-	-	-
Net change in fund balances	(374,723)	1,248	375,971

Fund balances - beginning

374,723

Fund balances - ending

1
\$ 375,972

Adjustments to GAAP basis:

Encumbrances

Fund balances-ending

\$ 375,972

City of Alpharetta
Bond Construction Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended August 31, 2018

	Budget	Actual Amounts	Variance with Budget- Positive (Negative)
REVENUES			
Bond Proceeds	\$ -	\$ -	\$ -
Premium on Bond Proceeds	-	-	-
Misc Revenue	-	-	-
Investment Earnings	-	130,864	130,864
Total revenues	-	130,864	130,864
EXPENDITURES			
General Government:			
Cost of Bond Issuance	-	-	-
Public Works	27,218,505	12,433,233	14,785,272
Recreation & Parks	10,667,238	466,514	10,200,724
Total general government	37,885,743	12,899,747	24,985,996
City Administration			-
Public Safety	-	-	-
Excess (Deficiency) of Revenues Over expenditures	(37,885,743)	(12,768,883)	25,116,860
OTHER FINANCING SOURCES			
General Obligation Bond Proceeds	-	-	-
Operating Transfers Out			-
Total other financing sources (uses)	-	-	-
Net change in fund balances	(37,885,743)	(12,768,883)	25,116,860
 Fund balances - beginning		37,783,228	
 Fund balances - ending		\$ 25,014,344	
Adjustments to GAAP basis:			
Encumbrances		12,323,045	
Fund balances-ending		\$ 37,337,390	

City of Alpharetta
TSPLOST Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended August 31, 2018

	Budget	Actual Amounts	Variance with Budget- Positive (Negative)
REVENUES			
Transportation Special Purpose Local Option Sales Tax	\$ 8,160,000	\$ 923,566	\$ (7,236,434)
Investment Earnings		38,636	38,636
Total revenues	8,160,000	962,202	(7,197,798)
EXPENDITURES			
General Government:			
Cost of Bond Issuance			-
Public Works	19,956,064	975,220	18,980,845
Recreation & Parks			-
Total general government	19,956,064	975,220	18,980,845
City Administration			-
Public Safety	-	-	-
Excess (Deficiency) of Revenues			-
Over expenditures	(11,796,064)	(13,017)	11,783,047
OTHER FINANCING SOURCES			
General Obligation Bond Proceeds			-
Operating Transfers Out			-
Total other financing sources (uses)	-	-	-
Net change in fund balances	(11,796,064)	(13,017)	11,783,047
Fund balances - beginning		11,793,815	
Fund balances - ending		\$ 11,780,798	
Adjustments to GAAP basis:			
Encumbrances		1,064,505	
Fund balances-ending		\$ 12,845,302	

City of Alpharetta
Internal Service Fund - Medical Insurance
Statement of Net Position
August 31, 2018

ASSETS

Current Assets:		
Cash and Cash Equivalents & Investments	\$	782,218
Accounts Receivables (net of allowance for uncollectibles)		-
Total Current Assets		<u>782,218</u>
Noncurrent Assets:		
Restricted Cash, Cash Equivalents, and Investments		-
Total Restricted Assets		<u>-</u>
Total Noncurrent Assets		<u>-</u>
Total Assets		<u>782,218</u>

LIABILITIES

Current Liabilities:		
Accounts Payable		-
Claims Payables	\$	956,128
Accrued Interest Payable		-
Due to Other Funds		-
Total Current Liabilities		-
Current Liabilities Payable from Restricted Assets:		-
Total Current Liabilities Payable from Restricted Assets		<u>956,128</u>
Noncurrent Liabilities:		-
Other Non-Current Liabilities		-
Total Noncurrent Liabilities		<u>-</u>
Total Liabilities		<u>956,128</u>

NET ASSETS

Invested in Capital Assets, net of related debt		-
Reserved for Debt Service		-
Reserved for Encumbrances		-
Unreserved		-
Total Net Assets		<u>(173,910)</u>
Total Liabilities & Net Assets	\$	<u>782,218</u>

City of Alpharetta
Internal Service Fund - Medical Insurance
Statement of Revenues, Expenses, and Changes in Net position - Budget and Actual
For the Period Ended August 31, 2018

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES			
Investment Earnings	\$ -	\$ 58	\$ (58)
Employer Medical Contribution	6,455,648	1,069,933	(5,385,715)
Employee Medical Contribution	714,809	143,515	(571,294)
Insurance Proceeds	-	-	
Total revenues	7,170,457	1,213,506	(5,956,951)
EXPENDITURES			
Medical Premiums	1,637,589	272,295	1,365,294
Medical Claims	5,487,755	815,182	4,672,573
Contingency	114,919	0	114,919
Total expenditures	7,240,263	1,087,477	6,152,786
Excess (Deficiency) of Revenues Over expenditures	(69,806)	126,029	195,835
OTHER FINANCING SOURCES			
Asset Disposition	-	-	-
Operating Transfers In	-	-	-
Operating Transfers Out	(1,500,000)	(1,500,000)	-
Total other financing sources (uses)	(1,500,000)	(1,500,000)	-
Net change in fund balances	(1,569,806)	(1,373,971)	195,835
Fund balances - beginning		1,200,062	
Fund balances - ending		<u><u>\$ (173,910)</u></u>	
Adjustments to GAAP basis:			
Encumbrances		-	
Misc adj			
Fund balances-ending		<u><u>\$ (173,910)</u></u>	

City of Alpharetta
Enterprise Fund -Solid Waste
Statement of Net Position
August 31, 2018

	<u>Solid Waste</u>
ASSETS	
Current Assets:	
Cash and Cash Equivalents & Investments	\$ 2,015,001
Inventories, at cost	-
Accounts Receivables (net of allowance for uncollectibles)	970,431
Prepaid Insurance Expenses	-
Total Current Assets	<u>2,985,432</u>
Noncurrent Assets:	
Restricted Cash, Cash Equivalents, and Investments	-
Total Restricted Assets	<u>-</u>
Other	-
Capital Assets	
Buildings and System	-
Machinery and Equipment	
Less Accumulated Depreciation	-
Total Capital Assets (net of accumulated depreciation)	<u>-</u>
Total Noncurrent Assets	<u>-</u>
Total Assets	<u>2,985,432</u>
LIABILITIES	
Current Liabilities:	
Accounts Payable	379
Accounts Payable/ Customer Credit Balances	-
Accounts Payable/ Customer Pre-Paid Service	-
Accounts Payable/ A/R Module Suspense Acct	377
Payroll Liabilities	334
Accrued Salaries	-
Accrued Interest Payable	-
Compensated Absences Payable	713
Notes Payable - Revenue Bonds	-
Due to Other Funds	-
Total Current Liabilities	<u>1,803</u>
Current Liabilities Payable from Restricted Assets:	
Revenue Bonds Payable	-
Total Current Liabilities Payable from Restricted Assets	<u>-</u>
Noncurrent Liabilities:	
Customer Deposits	-
Compensated Absences less Current Portion	-
Revenue Bonds Payable	-
Total Noncurrent Liabilities	<u>-</u>
Total Liabilities	<u>1,803</u>
NET ASSETS	
Invested in Capital Assets, net of related debt	-
Reserved for Debt Service	-
Reserved for Encumbrances	-
Unreserved	<u>2,983,629</u>
Total Net Assets	<u>2,983,629</u>
Total Liabilities & Net Assets	<u>\$ 2,985,432</u>

City of Alpharetta
Enterprise Fund - Solid Waste
Statement of Revenues, Expenses, and Changes in Net Position
For the Period Ended August 31, 2018

Operating revenues:	
Charges for sales and services:	
Refuse Collection charges	\$ 2,144,059
Misc Revenue	7,613
Total operating revenues	<u>2,151,672</u>
Operating expenses:	
Administration	3,873,839
Non-departmental	-
Total operating expenses	<u>3,873,839</u>
Operating Gain (loss)	(1,722,166)
Non-operating revenues (expenses):	
Investment earnings	-
Total non-operating revenue (expenses)	<u>-</u>
Income (loss) before transfers	(1,722,166)
Transfers In	-
Transfers Out	<u>-</u>
Change In Net Assets	(1,722,166)
Total net assets-beginning	<u>1,186,154</u>
Total net assets-ending (net of encumbrances)	<u>(536,011)</u>
Adjustments to GAAP basis:	
Encumbrances	3,519,642
Misc adj-Encumbrances Resv/Prior Year	
Total net assets-ending	<u>\$ 2,983,629</u>

City of Alpharetta
Internal Service Fund - Risk Management
Statement of Net Position
August 31, 2018

ASSETS

Current Assets:	
Cash and Cash Equivalents & Investments	\$ 664,721
Accounts Receivables (net of allowance for uncollectibles)	-
Total Current Assets	<u>664,721</u>
Noncurrent Assets:	
Restricted Cash, Cash Equivalents, and Investments	-
Total Restricted Assets	<u>-</u>
Total Noncurrent Assets	<u>-</u>
Total Assets	<u>664,721</u>

LIABILITIES

Current Liabilities:	
Accounts Payable	-
Claims Payables	208,069
Accrued Interest Payable	-
Due to Other Funds	-
Total Current Liabilities	<u>208,069</u>
Current Liabilities Payable from Restricted Assets:	
	-
Total Current Liabilities Payable from Restricted Assets	<u>-</u>
Noncurrent Liabilities:	
Other Non-Current Liabilities	734,234
Total Noncurrent Liabilities	<u>734,234</u>
Total Liabilities	<u>942,303</u>

NET ASSETS

Invested in Capital Assets, net of related debt	-
Reserved for Debt Service	-
Reserved for Encumbrances	-
Unreserved	<u>(277,582)</u>
Total Net Assets	<u>(277,582)</u>
Total Liabilities & Net Assets	<u>\$ 664,721</u>

City of Alpharetta
Internal Service Fund - Risk Management
Statement of Revenues, Expenses, and Changes in Net position - Budget and Actual
For the Period Ended August 31, 2018

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES			
Investment Earnings	\$ 4,000	\$ 2,296	\$ (1,704)
Charges for Service	1,446,500	241,083	(1,205,417)
Discounts	-	-	-
Insurance Proceeds	-	-	-
Total revenues	1,450,500	243,380	(1,207,120)
EXPENDITURES			
Workers Compensation Admin	-	-	-
Professional Fees	132,000	88,578	43,422
Auto Liability	170,000	163,093	6,907
Property & Equipment Liability	100,000	85,307	14,693
General Liability	60,000	57,952	2,048
Law Enforcement Liability	94,000	0	94,000
Public Entity Liability	60,000	149,015	(89,015)
Workers Comp Excess Liability	107,000	103,259	3,741
Employee Benefits Liability	-	-	-
Criminal Liability	4,500	3,386	1,114
Cyber Liability	7,000	6,805	195
Umbrella Liability	56,000	53,745	2,255
Medical Services	35,000	977	34,023
Claims/Judgements	625,000	30,981	594,019
Contingency	137,271	-	137,271
Total expenditures	1,587,771	743,098	844,673
Excess (Deficiency) of Revenues Over expenditures	(137,271)	(499,719)	(362,448)
OTHER FINANCING SOURCES			
Asset Disposition	-	-	-
Operating Transfers In	-	-	-
Operating Transfers Out	-	-	-
Total other financing sources (uses)	-	-	-
Net change in fund balances	(137,271)	(499,719)	(362,448)

Fund balances - beginning

222,137

Fund balances - ending

\$ (277,582)

Adjustments to GAAP basis:

Encumbrances

-

Misc adj

Fund balances-ending

\$ (277,582)

**City of Alpharetta
Statement of Net Position
OPEB Trust Fund
August 31, 2018**

	OPEB Plan
ASSETS	
Current Assets:	
Cash and Cash Equivalents	\$ 3,370,291
Investments	-
Accounts Receivables (net of allowance for uncollectibles)	-
Total Assets	<u>3,370,291</u>
LIABILITIES	
Current Liabilities:	
Accounts Payable	\$ -
Due to Other Funds	-
Total Current Liabilities	<u>-</u>
Current Liabilities Payable from Restricted Assets:	-
Total Current Liabilities Payable from Restricted Assets	<u>-</u>
Noncurrent Liabilities:	-
Total Noncurrent Liabilities	<u>-</u>
Total Liabilities	<u>-</u>
NET ASSETS	
Net Assets held in trust for pension benefits	<u>3,370,291</u>
Total Net Assets	<u>3,370,291</u>
Total Liabilities & Net Assets	<u><u>\$ 3,370,291</u></u>

City of Alpharetta
Statement of Changes in Fiduciary Net Position
OPEB Trust Fund
For the Period Ended August 31, 2018

	<u>Actual Amounts</u>
Additions:	
Employer Contribution	\$ 635,000
Employee Contribution	
Total Contribution	<u>635,000</u>
Investment Income	-
Net appreciation in FMV	-
Interest and Dividends	11,134
Total Investment Income	<u>11,134</u>
Total Additions (Deductions)	<u>646,134</u>
Deductions:	
Benefits payments	-
Professional Fees	-
Total deductions	<u>-</u>
Net Increase (Decrease)	<u>646,134</u>
OTHER FINANCING SOURCES (USES)	
Transfers in	1,500,000
Net Assets held in trust for pension benefits	
Beginning of year	1,224,157
Total net assets	<u>\$ 3,370,291</u>

**City of Alpharetta
Statement of Net Position
Pension Trust Fund
August 31,2018**

	Pension Trust Fund
ASSETS	
Current Assets:	
Cash and Cash Equivalents	11,407
Investments	75,344,145
	-
Accounts Receivables (net of allowance for uncollectibles)	253,426
Total Assets	<u>75,608,977</u>
LIABILITIES	
Current Liabilities:	
Accounts Payable	123,538
	-
Due to Other Funds	-
Total Current Liabilities	<u>123,538</u>
Current Liabilities Payable from Restricted Assets:	
	-
Total Current Liabilities Payable from Restricted Assets	<u>-</u>
Noncurrent Liabilities:	
	-
Total Noncurrent Liabilities	<u>-</u>
Total Liabilities	<u>123,538</u>
NET ASSETS	
Net Assets held in trust for pension benefits	<u>75,485,439</u>
Total Net Assets	<u>75,485,439</u>
Total Liabilities & Net Assets	<u>\$ 75,608,977</u>

City of Alpharetta
Statement of Changes in Fiduciary Net Position
Pension Trust Fund
For the Period Ended August 31, 2018

	<u>Actual Amounts</u>
Additions:	
Employer Contribution	\$ 2,699,997
Employee Contribution	63,303
Total Contribution	<u>2,763,300</u>
Investment Gain/Losses	859,408
Net appreciation in FMV	1,735,832
Interest and Dividends	238,615
Accrued Interest & Dividends	76,661
Other Receipts	-
Total Investment Income	<u>2,910,516</u>
Total Additions (Deductions)	<u>5,673,816</u>
Deductions:	
Benefits payments	350,294
Custodial Fees	5,177
Administrative Fees	19,000
Legal Fees	873
Consulting Fees	100,444
Agent Custody Fees-ADR	4,069
	-
Total deductions	<u>479,856</u>
Net Increase (Decrease)	<u>5,193,960</u>
Net Assets held in trust for pension benefits	
Beginning of year	70,291,479
Total net assets	<u>\$ 75,485,439</u>

City of Alpharetta
Combining Balance Sheet
Non-Major Governmental Funds
August 31, 2018

	Special Revenue							Total Non-major Governmental Funds
	Hotel Motel	Impact Fee	Confiscated Assets	Grant Operating	E911	Debt Service Fund	Stormwater Capital Fund	
ASSETS								
Cash / Cash Equivalents / Investments	\$ 1,811,273	\$ 3,154,710	\$ 651,063	\$ 38,296	\$ 975,928	\$ 1,051,585	\$ 825,322	\$ 8,508,176
Taxes Receivable	-	-	-	-	-	-	-	-
Pre-Paid Expenditures	-	-	-	-	-	-	-	-
Accounts Receivable	-	-	-	2,269	\$ -	-	-	2,269
Property Taxes	-	-	-	-	-	30,534	-	30,534
Intergovernmental Receivable	-	-	-	-	-	-	-	-
Due From Other Funds	-	-	-	-	-	-	-	-
Restricted	-	-	-	-	-	-	-	-
Total Assets	1,811,273	3,154,710	651,063	40,564	975,928	1,082,119	825,322	8,540,979
LIABILITIES								
Accounts Payable	-	-	-	-	-	-	-	-
Retainage Payable	55,000	214,634	60,000	-	-	-	41,609	371,243
Intergovernmental Payable	-	-	-	-	-	-	-	-
Arbitrage Payable	-	-	-	-	-	-	-	-
Accounts payable/AR Suspense acct	-	-	-	-	-	-	-	-
Compensated Absences	-	-	-	-	-	-	-	-
Payroll Liabilities	-	-	-	-	1,800	-	-	1,800
Due to Other Fund	-	-	71	-	-	-	-	71
Deferred Revenue	-	-	142,590	2,269	(16,641)	31,362	-	159,580
Unearned Revenue	-	-	-	-	-	-	-	-
Total Liabilities	55,000	214,634	202,661	2,269	(14,841)	31,362	41,609	532,695
FUND BALANCES								
Restricted:								
Capital Projects	-	2,940,076	-	-	-	-	-	2,940,076
Law Enforcement	-	-	448,402	-	-	-	-	448,402
Promotion of Tourism	1,756,273	-	-	-	-	-	-	1,756,273
Emergency Telephone Activities	-	-	-	-	990,769	-	-	990,769
Debt Service	-	-	-	-	-	1,050,757	-	1,050,757
Assigned for: Grant Projects	-	-	-	-	-	-	-	-
Grant Projects	-	-	-	38,296	-	-	-	38,296
Unassigned:	-	-	-	-	-	-	783,713	783,713
Total Fund Balances	1,756,273	2,940,076	448,402	38,296	990,769	1,050,757	783,713	8,008,284
Total Liabilities and Fund Balances	\$ 1,811,273	\$ 3,154,710	\$ 651,063	\$ 40,564	\$ 975,928	\$ 1,082,119	\$ 825,322	\$ 8,540,979

City of Alpharetta
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Non-major Governmental Funds
For the Period Ending August 31, 2018

	Special Revenue							Total Non-major Governmental Funds
	Hotel Motel	Impact Fee	Confiscated Assets	Grant Operations	E911 Fund	Debt Service Fund	Stormwater Service Fund	
REVENUES:								
Hotel Motel Tax	\$ 800,788	-	-	-				\$ 800,788
Property tax						17,703	-	17,703
Charges for Service	-	-	-	-	137,167			137,167
Impact Fees	-	492,467		-				492,467
Forfeiture Income	-	-	154,954	-				154,954
Intergovernmental	-	-	53,471	-	-			53,471
Contributions & Donations	-	-	-	-				-
Investment Earnings	-	10,150	257	134	4,200	3,255	2,754	20,749
Other	-	-	-	-			-	-
Total revenues	800,788	502,616	208,683	134	141,367	20,958	2,754	1,677,300
EXPENDITURES:								
Tourism	514,736	-	-	-	-			514,736
Community Development	-	-	-	-	-			-
Culture/Recreation	-	300,000	-	8,739	-		-	308,739
Public Safety	-	6,727	55,041	3,146	1,002,511			1,067,424
Public Works		-					75,299	75,299
General Government	-	-	-	-	-	2,250	-	2,250
Debt Service:								
Principal						-	-	-
Interest	-					-	-	-
Bond Issuance Costs	-					-	-	-
Total expenditures	514,736	306,727	55,041	11,885	1,002,511	2,250	75,299	1,968,448
Excess (deficiency) of revenues over expenditures	286,052	195,889	153,642	(11,751)	(861,144)	18,708	(72,545)	(291,148)
OTHER FINANCING SOURCES (USES):								
Transfers in / out:								-
Debt service fund	-	-	-	-				-
Capital Projects								-
Operating grants fund	-	-	-	-				-
Capital grants fund	-	-	-	-				-
General fund	(300,296)	-	-	5,000	-		312,500	17,204
Budgeted Fund Balance:	-	-	-	-				-
Total other financing sources and (uses)	(300,296)	-	-	5,000	-		312,500	17,204
Net change in fund balances	(14,243)	195,889	153,642	(6,751)	(861,144)	18,708	239,955	(273,944)
Fund balances - beginning	1,770,516	2,744,187	294,760	45,047	1,851,913	1,032,049	543,758	8,282,229
Fund balances - ending	1,756,273	\$ 2,940,076	\$ 448,402	\$ 38,296	\$ 990,769	\$ 1,050,757	\$ 783,713	\$ 8,008,284

City of Alpharetta
Hotel Motel Special Revenue Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended August 31, 2018

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES:			
Hotel Motel Tax	\$ 7,650,000	\$ 800,788	\$ (6,849,212)
Misc Revenue	-	-	-
Investment Earnings	-	-	-
Total revenues	7,650,000	800,788	(6,849,212)
EXPENDITURES:			
Professional Services	3,000	-	3,000
Recreation Improvements	465,804	164,391	301,413
Alpharetta Convention & Visitor's Bureau	3,346,875	350,345	2,996,530
Alpharetta Business Community	-	-	-
Debt Service Reserve	1,500,000		1,500,000
Bond Principal	200,000		200,000
Bond Interest	779,963	-	779,963
Contingency	256,124	-	256,124
Total Expenditures	6,551,766	514,736	6,037,030
Excess of revenues over expenditures	1,098,234	286,052	(812,182)
OTHER FINANCING SOURCES (USES):			
Transfers Out	(2,868,750)	(300,296)	2,568,454
Total other financing sources and uses	(2,868,750)	(300,296)	2,568,454
Net change in fund balances	(1,770,516)	(14,243)	1,756,273
Fund balances - beginning	\$ 1,770,516		
Fund balances - ending	\$ 1,756,273		
Enbumbances	\$ -		
Fund balances - ending	\$ 1,756,273		

City of Alpharetta
Impact Fee Special Revenue Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended August 31, 2018

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES:			
Impact Fees	\$ 45,000	\$ 492,467	\$ 447,467
Investment Earnings	-	10,150	10,150
Total Revenues	45,000	502,616	457,616
EXPENDITURES:			
Public Safety	40,000	40,000	(0)
Public Works	1,279,225	150,000	1,129,225
Recreation & Parks	583,606	313,606	270,000
Community Development	886,356	-	886,356
General Government	-	-	-
Total expenditures	2,789,187	503,606	2,285,581
Excess (deficiency) of revenues over expenditures	(2,744,187)	(990)	(2,743,197)
OTHER FINANCING SOURCES (USES):			
Transfers Out	-	-	-
Total other financing sources and uses	-	-	-
Net change in fund balances	(2,744,187)	(990)	(2,743,197)
Fund balances - beginning		2,744,187	
Fund balances - ending		\$ 2,743,197	
Encumbrances		196,879	
Fund balances - ending		\$ 2,940,076	

City of Alpharetta
Confiscated Assets Special Revenue Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended August 31, 2018

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES:			
Forfeiture Income	\$ -	\$ 154,954	\$ 154,954
Investment Earnings	-	257	257
Intergovernmental	196,062	53,471	\$ (142,591)
Misc Revenue			-
Total Revenues	196,062	208,683	12,621
EXPENDITURES:			
Public Safety	497,253	55,041	442,212
Non-Departmental	-		-
Total expenditures	497,253	55,041	442,212
Excess (deficiency) of revenues over expenditures	(301,191)	153,642	454,833
OTHER FINANCING SOURCES (USES):	-	-	-
Net change in fund balances	(301,191)	153,642	454,833
Fund balances - beginning		<u>294,760</u>	
Fund balances - ending		<u><u>\$ 448,402</u></u>	
Adjustments to GAAP basis:			
Encumbrances		-	-
Fund balances - ending		<u><u>\$ 448,402</u></u>	

City of Alpharetta
Grant Fund - Operating
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended August 31, 2018

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES:			
Intergovernmental	\$ 22,183	\$ -	(22,183)
Contributions & Donations	-	-	-
Discounts Taken	-	-	-
Interest Earnings	-	134	134
Transfers in	30,000	5,000	(25,000)
Contingencies	-	-	-
Total	52,183	5,134	(47,049)
EXPENDITURES:			
General Government	54,922	-	54,922
Community Development	-	-	-
Engineering/Public Works	-	-	-
Public Safety	30,581	3,146	27,435
Recreation & Parks	16,789	8,739	8,050
Contingencies	-	-	-
Operating Transfers Out	-	-	-
Non-Allocated	-	-	-
Total	102,292	11,885	90,407
Excess (deficiency) of revenues over expenditures	(50,109)	(6,751)	43,358
OTHER FINANCING SOURCES (USES):	-	-	-
Net change in fund balance	(50,109)	(6,751)	43,358
Fund balance - beginning		45,047	
Fund balance - ending		\$ 38,296	
Adjustments to GAAP basis:			
Encumbrances		-	
Fund balances - ending		\$ 38,296	

City of Alpharetta
Emergency 911 Special Revenue Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended August 31, 2018

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES:			
Charges for Service	\$ 4,055,000	\$ 137,167	\$ (3,917,833)
Capital Lease			-
Investment Earnings	11,693	4,200	(7,493)
Total Revenues	4,066,693	141,367	(3,925,326)
EXPENDITURES:			
Public Safety	5,077,496	1,835,078	3,242,418
Total expenditures	5,077,496	1,835,078	3,242,418
Excess (deficiency) of revenues over expenditures	(1,010,803)	(1,693,711)	(682,908)
OTHER FINANCING SOURCES (USES):			
Transfers In	-	-	-
Transfers Out - Capital Project Fund	-	-	-
Total other financing sources and uses	-	-	-
Net change in fund balances	(1,010,803)	(1,693,711)	(682,908)
Fund balances - beginning		1,851,913	
Fund balances - ending		\$ 158,201	
Adjustments to GAAP basis:			
Encumbrances		832,568	
Fund balances - ending		\$ 990,769	

City of Alpharetta
Debt Service Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended August 31, 2018

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES:			
Property tax	\$ 5,134,000	\$ 17,703	\$ (5,116,297)
Misc Revenue		-	-
Investment earnings	10,000	3,255	(6,745)
Total revenues	5,144,000	20,958	(5,123,042)
EXPENDITURES:			
Current:			
General government			
Finance			-
Non-departmental		-	-
Total general government	-	-	-
Debt Service:			
Principal	2,832,100	-	2,832,100
Interest	2,636,413	-	2,636,413
Contingency	669,765	-	669,765
Bond issuance costs	5,000	2,250	2,750
Total debt service	6,143,278	2,250	6,141,028
Total expenditures	6,143,278	2,250	6,141,028
Excess (Deficiency) of revenues over expenditures	(999,278)	18,708	1,017,986
OTHER FINANCING SOURCES (USES):			
Transfers in			-
Transfers out			-
Total other financing sources and uses	-	-	-
	(999,278)	18,708	1,017,986
Fund balances - beginning		1,032,049	
Fund balances - ending		\$ 1,050,757	

City of Alpharetta
Stormwater Capital Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended August 31, 2018

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES:			
Misc Revenue	-	-	-
Investment Earnings	-	2,754	-
Total Revenues	-	2,754	-
EXPENDITURES:			
Public Works	2,119,570	1,282,087	837,483
Recreation & Parks	300,000	16,000	284,000
Total expenditures	2,419,570	1,298,087	1,121,483
Excess (deficiency) of revenues over expenditures	(2,419,570)	(1,295,333)	1,121,483
OTHER FINANCING SOURCES (USES):			
Transfers In	1,875,000	312,500	(1,562,500)
Transfers Out	-	-	-
Total other financing sources and uses	1,875,000	312,500	(1,562,500)
Net change in fund balances	(544,570)	(982,833)	(441,017)
Fund balances - beginning		543,758	
Fund balances - ending		\$ (439,076)	
Adjustments to GAAP basis:			
Encumbrances		1,222,788	
Fund balances - ending		\$ 783,712	

DEVELOPMENT AUTHORITY



Revenue & Expenditure Report GAAP Financial Statements



ALPHARETTA DEVELOPMENT AUTHORITY

Financial Management Report - As of August 31, 2018

Account #	Project	Total Budget	Actuals (Collections/ Expenditures)	Forecasted Receivables/ Encumbrances	Remaining
Revenues					
99575100-346900	Bond Application Fee	\$ -	\$ -		\$ -
99575100-361000	Investment Earnings	-	58		(58)
99575100-334310-C1528	FISERV REBA Grant	125,000	-		125,000
99575100-371000-C1532	ATC Operational Funding (COA)	83,334	83,334		-
99575100-381000-C1535	Innovation Center Operations (ATC)	4,042	2,236	2,158	3,964
	<i>subtotal</i>	\$ 212,376	\$ 85,628	\$ 2,158	\$ 128,906
(1) 99575100-395000	Carryforward Fund Balance	\$ 109,288	\$ -		\$ 109,288
	<i>subtotal</i>	\$ 109,288	\$ -		\$ 109,288
	Total	\$ 321,664	\$ 85,628		\$ 238,194
Expenditures					
99575100-571000-C1403	Local Job Creation Grant Program	\$ 32,500	\$ -	\$ -	\$ 32,500
99575100-544100-C1532	ATC Operational Funds	83,334	10,417	-	72,917
99575100-544100-C1601	High Impact Permitting Grant Program (IGA with COA)	20,948	-	-	20,948
99575100-544100-C1822	AG Tech Sponsorship	12,000	12,000	-	-
99575100-544100-C1528	FISERV REBA Grant	125,000	-	-	125,000
	<i>subtotal</i>	\$ 273,782	\$ 22,417	\$ -	\$ 251,365
(2) 99575100-523860-C1535	Innovation Center Operations (Maintenance Contracts)	\$ 1,079	\$ 1,079	\$ 218	(218)
99575100-531200-C1535	Innovation Center Operations (Miscellaneous Utilities)	87	87	-	(0)
99575100-531210-C1535	Innovation Center Operations (Water/Sewer)	13	13	-	0
99575100-531220-C1535	Innovation Center Operations (Natural Gas)	217	398	-	(181)
99575100-531230-C1535	Innovation Center Operations (Electricity)	413	362	-	51
	<i>subtotal</i>	\$ 1,809	\$ 1,940	\$ 218	\$ (349)
99575100-579000	Reserve	\$ 46,073	\$ -	\$ -	\$ 46,073
	<i>subtotal</i>	\$ 46,073	\$ -	\$ -	\$ 46,073
	Total	\$ 321,664	\$ 24,356	\$ 218	\$ 297,089

- (1) Carryforward Fund Balance represents cash available at the end of the prior fiscal year that is programmed into the current fiscal year budget. As this account represents cash already received, there will not be actual collections.
- (2) Innovation Center utilities are being funded by the Alpharetta Technology commission (ATC) on a reimbursement basis. As such, expenses will outpace budget at month end due to the billing/reimbursement delay.



ALPHARETTA DEVELOPMENT AUTHORITY
Financial Management Report - As of August 31, 2018

Account #	Project	Total Budget	Actuals (Collections/ Expenditures)	Forecasted Receivables/ Encumbrances	Remaining
Fund Balance Reconciliation					
Fund Balance (beginning of Fiscal Year)			\$ 109,118		
Revenues collected to date			85,628		
Expenditures incurred to date			(24,356)		
Fund Balance (current)			\$ 170,390		
Forecasted revenue collections			127,158		
Fund Balance (forecasted)			\$ 297,547		
Allocation of Forecasted Fund Balance:					
Spendable (available for investment by the Board)			\$ 46,182		
Non-Spendable (unspent/remaining project allocations)			251,365		
			\$ 297,547		



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GAAP



Financial Statements

City of Alpharetta
Balance Sheet
COMPONENT UNIT-DEVELOPMENT AUTHORITY
August 31, 2018

ASSETS

Current Assets:

Cash and Cash Equivalents	181,516
Investments	828
Receivables	1,866

Restricted Cash for Bond Issuance Costs	-
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Total Assets	<u>184,209</u>
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LIABILITIES

Current Liabilities:

Accounts Payable	13,820
Due to Other Funds	-
Total Current Liabilities	<u>13,820</u>

Current Liabilities Payable from Restricted Assets:

	-
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Total Current Liabilities Payable from Restricted Assets	<u>-</u>
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Noncurrent Liabilities:

	-
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Total Noncurrent Liabilities	<u>-</u>
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Total Liabilities	<u>13,820</u>
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Fund Balance

Restricted	124,208
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Unassigned	<u>46,182</u>
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Total Fund Balance	<u>170,390</u>
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Total Liabilities & Fund Balance	<u><u>\$ 184,209</u></u>
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City of Alpharetta
Statement of Revenues, Expenditures, and Changes in Fund Balance
COMPONENT UNIT-DEVELOPMENT AUTHORITY
For the Period Ended August 31, 2018

	<u>Actual Amounts</u>
Revenues	
Rent/Royalties	\$ 2,236
State Grant	-
Fees	-
Contributions & Donations	83,334
Miscellaneous Income-Interest	58
Miscellaneous Revenue	-
	<u> </u>
Total Revenues	<u><u>85,628</u></u>
Expenditures	
Economic Development	-
Utilities - Miscellaneous	24,356
Debt Service:	
Principal	-
Interest	-
	<u> </u>
Total Expenditures	<u><u>24,356</u></u>
Excess (deficiency) of revenues over (under) expenditures	61,272
Other Financing Sources (Uses)	
Sale of capital assets	-
	<u> </u>
Net Change in Fund Balances	61,272
Fund Balance, Beginning of Year	<u>109,118</u>
Fund Balance, End of Year	<u><u>\$ 170,390</u></u>





City Council Meeting and Public Hearing STAFF REPORT

Submitting Department: Community Development

Submitted By:

Meeting Date: October 15, 2018

I. AGENDA ITEM TITLE: PH-18-11: SHIRLEY BRIDGE ESTATES / MODIFY CONDITIONS OF ZONING
CONSIDERATION OF A REQUEST TO MODIFY A PREVIOUS CONDITION OF ZONING RELATED TO EXTERIOR BUILDING MATERIALS. THE PROPERTY IS LOCATED ON THE NORTH SIDE OF THE INTERSECTION OF WEBB BRIDGE ROAD AND SHIRLEY BRIDGE ROAD AND IS LEGALLY DESCRIBED AS BEING LOCATED IN LAND LOTS 1238, 1249 & 1250, 2ND DISTRICT, 1ST SECTION, FULTON COUNTY, GEORGIA.

II. RECOMMENDATION:

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:

Shirley Estates Modify Conditions of Zoning CC Staff Report, Aerial Map, Future Land Use, Location Map, Letter to City of Alpharetta Regarding Shirley Estates Filing 10.8.18 Executed Copy, Emails Sent to Council, Complete Shirley Estates App10.5.18



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT

SUBMITTED BY: KATHI COOK

DRAFTED BY: MICHAEL WOODMAN

I. AGENDA ITEM TITLE: PH-18-11 SHIRLEY ESTATES/MODIFY CONDITIONS OF ZONING

CITY COUNCIL: OCTOBER 15, 2018

II. RECOMMENDATION:

Deny PH-18-11 Shirley Estates/Modify Conditions of Zoning request to change previous conditions of zoning.

If approval is considered, the following conditions are recommended:

1. 20% of all homes shall consist of a minimum 66% brick or stone. Homes adjacent to Webb Bridge Rd and Shirley Bridge Rd shall have significant architectural features and no unfinished wood decks with final approval by Staff.
2. Home elevations shall be substantially similar to elevations provided by the applicant.
3. All previous conditions of zoning related to CLUP-15-14/Z-15-15 and PH-17-41 shall remain in effect, except as modified in the conditions above.

III. REPORT IN BRIEF:

The applicant, OHC Webb Bridge, LLC, is requesting a change to a previous condition of zoning related to the Shirley Estates residential subdivision approved on February 1, 2016. The applicant requests that 20% of the homes be brick or stone, instead of all homes, to allow for homes to be constructed in the Farmhouse-style. Shirley Estates is located on the north side of the intersection at Webb Bridge Road and Shirley Bridge Road.

DISCUSSION

The submitted request, if approved, would allow for a change to a previous condition of zoning for the Shirley Estates residential subdivision. The applicant proposes a change that would allow homes to be constructed in the Farmhouse-style, which includes siding as the primary facing material. Current zoning conditions on the property require all homes to be constructed with a minimum 66% brick or stone. Shirley Estates is located on the north side of the intersection at Webb Bridge Road and Shirley Bridge Road.

The subject property is zoned R-15 (Dwelling, 'For-Sale', Residential) and is currently being developed for a 45-lot residential subdivision. Surrounding properties are Clipper Bay subdivision zoned CUP (Community Unit Plan) and located to the north and east, an undeveloped parcel zoned CUP and owned by Windward Community Services Association (WCSA) to the west, and 'For-Sale' single-family detached lots and Park Forest subdivision zoned AG (Agriculture), R (Dwelling, 'For-Sale', Residential – 1 acre) and CUP to the south. The Shirley Estates subdivision was recently incorporated into the Windward community, by a vote of Windward residents.

The property was rezoned on February 1, 2016 to allow for the 45-lot subdivision on 30 acres. The applicant proposes the following change to previous condition of zoning related to CLUP-15-14/Z-15-15 Oak Hall Companies/Webb Bridge Road (changes reflected in red):

5. All 20% of all homes ~~building elevations~~ shall consist of a minimum 66% brick or stone. Homes adjacent to Webb Bridge Rd and Shirley Bridge Rd shall have significant architectural features and no unfinished wood decks with final approval by Staff.

The applicant requests this modification, because the developer would like to build homes in the Farmhouse style. The Farmhouse style typically includes siding as the primary facing material, which is not achievable given the current zoning condition that requires all homes to be 66% brick or stone.

CONCURRENCES

Staff has reviewed the applicant's proposal and finds that it cannot support the request to change previous conditions of zoning related to exterior facing materials on homes. Although the proposal would result in

a quality development, Staff has concerns with recommending approval of the applicant's request since during the original public hearing brick was represented.

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.

City Staff has received correspondence from a number of residents in Windward objecting to the applicant's request with concerns that the developer proposes to use a lesser quality material to face the homes. In addition, WCSA agreed that it would not support the applicant's current proposal.

COMMUNITY ZONING INFORMATION MEETING

The CZIM was held on September 12, 2018. Two (2) residents signed-in with comments supporting the applicant's proposal.

IV. ATTACHMENTS:

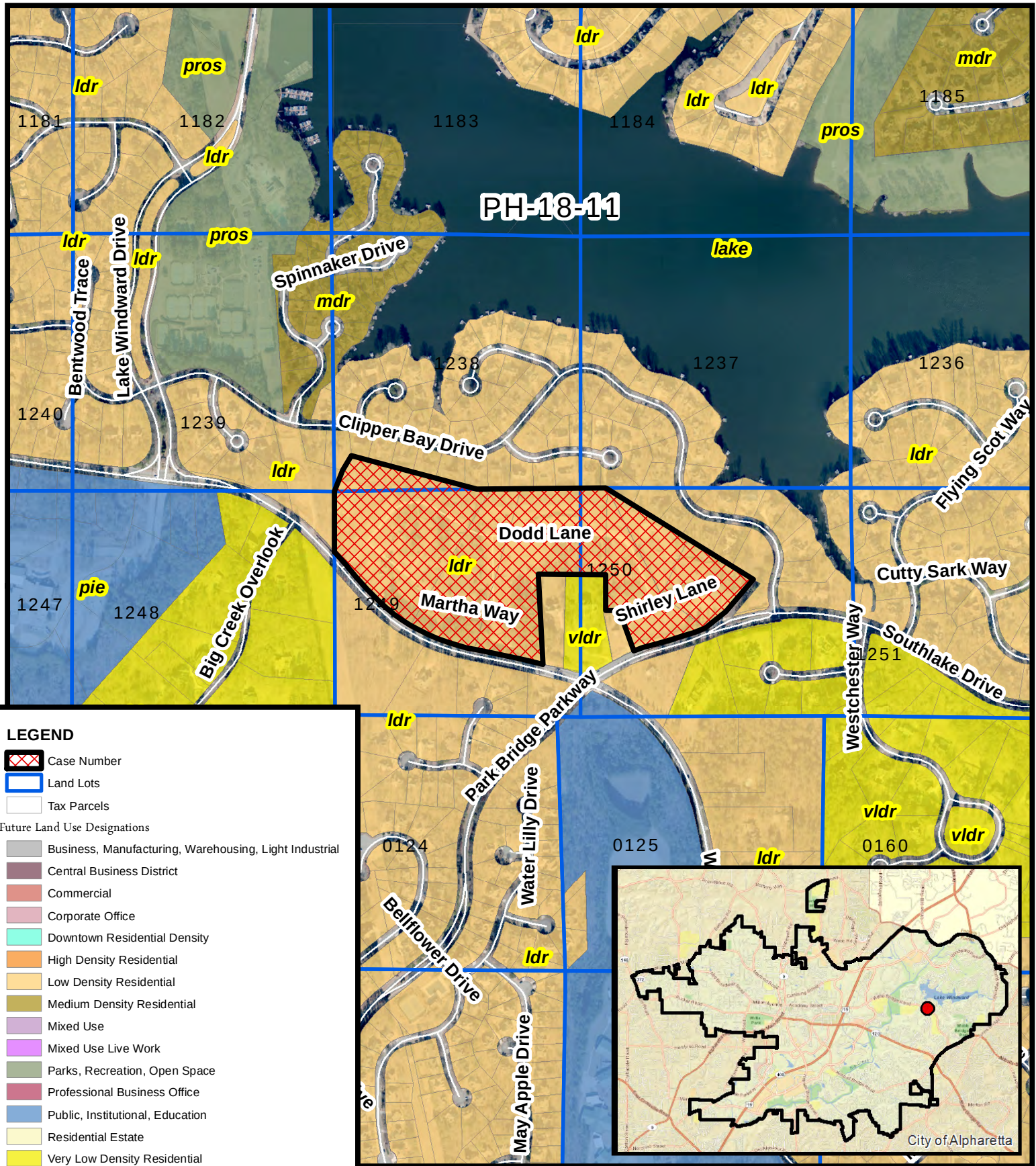
- Site Plan
- Home Elevations



Aerial Map
Shirley Bridge Estates
Oak Hall Companies

PH-18-11
D/LL: 2/1/1238,
1249, 1250
CC Date: 10/15/2018

Location Map Provided by:
Community Development - GIS

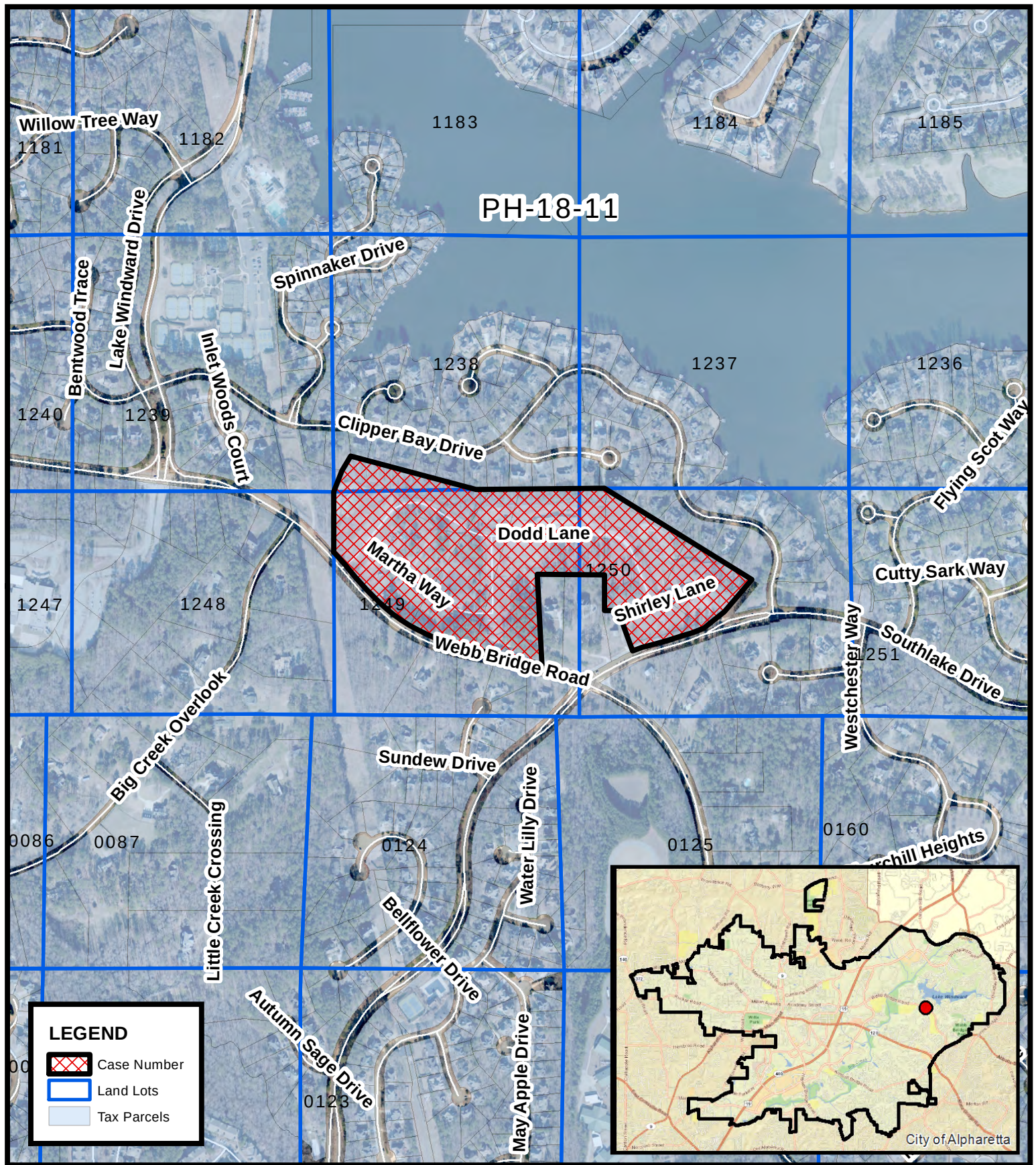


Future Land Use Shirley Bridge Estates Oak Hall Companies

PH-18-11
D/LL: 2/1/1238,
1249, 1250
CC Date: 10/15/2018



Location Map Provided by:
Community Development - GIS



Location Map
Shirley Bridge Estates
Oak Hall Companies

PH-18-11
D/LL: 2/1/1238,
1249, 1250
CC Date: 10/15/2018

Location Map Provided by:
Community Development - GIS



October 8, 2018

City Council, and
Community Development Department
City of Alpharetta
2 Park Plaza
Alpharetta, Georgia 30009

Re: Windward Community Services Association, Inc. ("WCSA")
Shirley Bridge Estates/Request to Modify Conditions of Zoning ("Filing")
PH-18-11

Members of the City Council, and The Community Development Department:

I am writing in my capacity as President of the Windward Community Services Association, Inc. and with respect to the above-referenced matter. It is the WCSA's understanding that Mr. Tad Braswell, on behalf of OHC Webb Bridge, LLC ("OHC"), has filed a request for a Public Hearing requesting approval from the City of Alpharetta to modify the previously requested and approved zoning condition #5 applicable to the Shirley Bridge Estates property ("Property"). Please note that the request, as submitted on August 13, 2018, to reduce the 66% brick or stone elevations from 100% of the homes to only 20% of the homes is clearly not acceptable to the WCSA and, as such, the WCSA opposes any such modification.

However, in an effort to maintain a good working relationship with OHC, and further the interests of the WCSA and its' over 2500 members, we have met with OHC on a number of occasions and discussed what would be mutually beneficial to both OHC and WCSA. As such, the WCSA has agreed to support a change in zoning condition #5 if such change reads as follows:

- a. Homes adjacent to Webb Bridge Road and Shirley Bridge Road shall have significant architectural features and no unfinished wood decks with final approval by staff.
- b. No elevation will be repeated within three (3) homes side-to-side, or constructed directly across the street;
- c. Every home will have a minimum 2.5' high brick or stone watertable;
- d. All foundations below the first floor level will be 100% faced with brick or stone;
- e. A minimum of twelve (12) homes (25% of the homes) shall have a building elevation which shall consist of 100% brick or stone;
- f. In addition to the above set forth in Section (e), at least 21 homes (50% of the homes) shall have a building elevation which shall consist of at least 66% brick or stone;
- g. In addition to the above set forth in Sections (e) and (f), no more than twelve (12) homes (the remaining 25% of the homes) shall have a building elevation which shall consist of at least 32% brick or stone;

- h. Prior to permitting by the City of Alpharetta, and prior to the commencement of any construction on a Lot, each home and elevation shall be approved, in writing, by the WCSA following the WCSA established process. All homes must be constructed in accordance with the terms of the Master Declaration, and the WCSA approved Community and Neighborhood Guidelines;
- i. In an effort to provide a proper balance of homes and elevations, the homes permitted by Section (g) above (i.e. which shall consist of at least 32% brick or stone) shall never exceed 33% of the total number of homes at any one time." (Together, the "Approved Conditions")

It is our understanding that OHC will be filing with the City the necessary paperwork to modify the Filing such that the existing zoning condition number five (5) applicable to Shirley Estates shall be modified from "All building elevations shall consist of a minimum of 66% brick or stone." to the following Approved Conditions, and OHC agrees to only pursue approval from the City for the Approved Conditions and shall not modify such Approved Conditions or otherwise seek a rezoning, change in zoning conditions or a variance with respect to any portion of the Shirley Estates property without first obtaining the prior written approval of WCSA.

Therefore, under the terms and conditions noted above, the WCSA will support the revised Filing by OHC. If you should have any questions concerning this matter, or otherwise require any additional information with respect to the above, please do not hesitate to contact me. Thank you.

Sincerely,



Bill Delmont, President

Windward Community Services Association, Inc.

On behalf of the Board of Directors

cc: Tad Braswell, OHC Webb Bridge, LLC

Access Management Group

Stephen A. Winter, Winter Capriola Zenner, LLC

1100 Northmeadow Pkwy., Suite 114, Roswell GA 30076

Voice: 770.802.8360 Fax: 770.777.6907

Visit: www.accessmgt.com



From: [Cook, Kathi](#)
To: [Taylor, Elicia](#)
Subject: FW: Oak Hall Zoning Request
Date: Friday, October 05, 2018 12:34:31 PM

From: Richard, Karen
Sent: Monday, September 24, 2018 9:07 PM
To: Cook, Kathi <Kcook@alpharetta.ga.us>
Subject: Fw: Oak Hall Zoning Request

fyi...see note below from Morris. Have you or Michael had any discussions w/Windward HOA association regarding the elevation change request?

I'll send over the emails I've received so far from residents

From: Cowan, Morris <[REDACTED]>
Sent: Monday, September 24, 2018 8:48 PM
To: Richard, Karen
Cc: Binder, Jason
Subject: Re: Oak Hall Zoning Request

Sounds good.

Things are becoming more curious by the day over here. Today we learned of a second zoning variance request. And the website offering at \$500,000, not the "from \$800,000" as voted on. Is anyone from our HOA communicating on any of these issues with anyone with the city? I ask, as HOA leadership is not responding to requests from members.

See you at 3:00, on the 3rd floor.

Morris
404-502-0212

Morris
Morris Cowan
County Engagement Director, North Fulton
United Way of Greater Atlanta
40 Courtland Street NE, Suite 300

Atlanta, Georgia 30303

tel 404.527.7415

cell: 404-502-0212

unitedwayatlanta.org

From: Richard, Karen <krichard@alpharetta.ga.us>

Sent: Monday, September 24, 2018 8:39 PM

To: Cowan, Morris

Cc: Binder, Jason

Subject: Re: Oak Hall Zoning Request

Morris, let's plan to meet at City Hall on the 3rd floor next Tuesday @ 3 pm. thanks, Karen

From: Richard, Karen

Sent: Monday, September 24, 2018 8:51 AM

To: Cowan, Morris

Subject: Accepted: Oak Hall Zoning Request

When: Tuesday, October 2, 2018 3:00 PM-3:30 PM.

Where: TBD

Taylor, Elicia

From: Cook, Kathi
Sent: Friday, October 05, 2018 12:34 PM
To: Taylor, Elicia
Subject: FW: Shirley Estates Variance Request

From: Richard, Karen
Sent: Monday, September 24, 2018 9:09 PM
To: Cook, Kathi <Kcook@alpharetta.ga.us>
Subject: Fw: Shirley Estates Variance Request

fyi

From: Lisa Maur [REDACTED]
Sent: Monday, September 24, 2018 10:43 AM
To: Gilvin, Jim; Mitchell, Donald; Burnett, Ben; Richard, Karen; Hipes, John; Binder, Jason; Merkel, Dan
Cc: [REDACTED] pdd Stratton; Mau, Gary
Subject: Shirley Estates Variance Request

Dear Mayor and Council Members ,

In July of this year, the Windward community voted to allow the community of Shirley Estates, which is being built by Oak Hall Developers along Webb Bridge and Shirley Bridge Roads, to become one of the Windward neighborhoods. The vote was based on the premise that the community would be built following the standards that the City Council had put in place for homes along those roads on February 1, 2016. That standard states "All building elevations shall consist of a minimum of 66% brick or stone. Homes adjacent to Webb Bridge Rd and Shirley Bridge Rd shall have significant architectural features and no unfinished wood decks with final approval by Staff."

Oak Hall Developers are now requesting a variance to that standard, asking that it apply to only 20% of the homes within Shirley Estates. As the neighborhood will have 45 homes in total, only 9 of the 45 homes would meet the February 2016 standard. The remaining 36 homes will not have to comply with any standard. Architectural drawings I have seen online have shown houses completely finished with siding.

I strongly believe that the Oak Hall Developers have performed a bait-and-switch operation with the Windward Community. We were lured into believing these would be very high end homes that would be an asset to Windward. Now that the community has voted to allow them into Windward, the developer is changing the house facades to make them less expensive for him to build, but the homes differ significantly from that which was promised to the Windward homeowners.

PLEASE do not approve the Oak Hall Developer's request for this variance. The developer should have to live up to what was promised to the Windward Community. Further, if Alpharetta wants to maintain its reputation of having well-built, high quality homes, it is imperative to keep the original standards. That standard was put in place for a reason. Please do not approve this variance request.

Sincerely,

Lisa & Gary Mau
12905 Meridian Court
Alpharetta, GA 30005
678-366-3698

[REDACTED]

Taylor, Elicia

From: Cook, Kathi
Sent: Friday, October 05, 2018 12:34 PM
To: Taylor, Elicia
Subject: FW: Sherly/Shirley Estates rezoning request by Oak Hall Developers

From: Richard, Karen
Sent: Monday, September 24, 2018 9:10 PM
To: Cook, Kathi <Kcook@alpharetta.ga.us>
Subject: Fw: Sherly/Shirley Estates rezoning request by Oak Hall Developers

fyi

From: Todd Stratton [REDACTED]
Sent: Monday, September 24, 2018 6:09 PM
To: Gilvin, Jim; Mitchell, Donald; Burnett, Ben; Richard, Karen; Hipes, John; Binder, Jason; Merkel, Dan
Cc: Morris Cowan
Subject: Fwd: Sherly/Shirley Estates rezoning request by Oak Hall Developers

Email below from a concerned Windward resident about Oak Hall Company's request for a zoning variance (filed on 8/13).

Todd D. Stratton
[REDACTED]

Begin forwarded message:

From: "Jack Simpson Sr." [REDACTED]
Date: September 23, 2018 at 2:56:48 PM EDT
To: Todd Stratton <[REDACTED]>
Subject: Sherly/Shirley Estates rezoning request by Oak Hall Developers

The request for rezoning by Oak Hall Developers should be denied.

The City of Alpharetta is out ahead of the many developers wanting to make some money in Alpharetta and then move on to their next project. The standards published in 2016 are good ones and set the very clear guidelines for the quality that Alpharetta expects from all new developments.

Alpharetta is a premier small city and is highly desirable as a place to live and to work. There is no reason to accept anything less than the reasonable top notch quality standards that have been carefully developed and discussed by the City Leaders and published for all to see.

If a developer can't do the job that is expected in the standards, then they should move on to some other city who is desperate for growth and will neuter their standards in order to attract new development. Alpharetta has plenty of growth ahead and does not need to compromise their standards. In fact the standards should become more stringent over time as space becomes more scarce.

Lake Windward is a jewel inside Alpharetta. It is unique. There is significant remodeling happening inside Windward and that remodeling complies with the standards of the City of Alpharetta and the Windward HOA.

The "Bait and Switch" tactics of Oak Hall leaves a bad taste in the mouth of Lake Windward Residents. Oak Hall wanted access to the Lake in order to demand the highest prices for their houses. Existing Windward Residents were split but gave a positive vote to admitting the Oak Hall development because Oak Hill made a number of promises including continuing the high standards of Windward and Alpharetta.

This positive vote for access to the Lake created a windfall profit for Oak Hill. Now they want to get greedy and lower the cost of each house and make a bigger profit for themselves. They figure the Lake will sell their homes and there is no need to do the high quality job they have promised.

They knew the construction standards expected when they decided to build in Alpharetta and to ask Windward to join their HOA.

Now is no time to lower standards for Alpharetta which is a hot bed of construction. It does not make business sense to do so.

Deny the Rezoning Request please.

Jack Simpson

Taylor, Elicia

From: Cook, Kathi
Sent: Friday, October 05, 2018 12:34 PM
To: Taylor, Elicia
Subject: FW: To Alpharetta City Council members regarding Oak Hall

From: Richard, Karen
Sent: Monday, September 24, 2018 9:10 PM
To: Cook, Kathi <Kcook@alpharetta.ga.us>
Subject: Fw: To Alpharetta City Council members regarding Oak Hall

fyi

From: Todd Stratton [REDACTED]
Sent: Monday, September 24, 2018 6:11 PM
To: Gilvin, Jim; Mitchell, Donald; Burnett, Ben; Richard, Karen; Hipes, John; Binder, Jason; Merkel, Dan
Cc: Morris Cowan
Subject: Fwd: To Alpharetta City Council members regarding Oak Hall

Email below from a concerned Windward resident about Oak Hall Company's request for a zoning variance (filed on 8/13).

Todd D. Stratton
[678-939-1094](tel:678-939-1094)
<http://www.linkedin.com/in/todddonaldstratton>

Begin forwarded message:

From: Patrick Kennedy [REDACTED]
Date: September 23, 2018 at 5:27:54 PM EDT
To: "[REDACTED]" <[REDACTED]>
Subject: To Alpharetta City Council members regarding Oak Hall

To Alpharetta City Council members regarding about Oak Hall's request to use building materials that are inferior to the standards agreed by the City Council in 2016.

I am a Windward homeowner who was disappointed how the annexation Of Oak Hall was pushed down our throats, by what I believe were a few people on the board who were operating out of self interest. They carried out what could be deemed as an illegal election where they pushed their pro propaganda using their email records and did not allow those with a different view the same platform.

A short 6 weeks after this was passed Oak Hall submitted a change to you and based on our

interpretation of the rules they are out of line in doing so.

Since you approved this development in 2016 I urge you to hold them to what was agreed. There was extremely strong opposition to this and I firmly believe it is because many of us could see this type of behavior coming.

A concerned resident.

Patrick Kennedy

2105 Lake Shore Landing

Alpharetta

Ga 30005

Taylor, Elicia

From: Cook, Kathi
Sent: Friday, October 05, 2018 12:34 PM
To: Taylor, Elicia
Subject: FW: Windward HOA- Oak Hall Development

From: Richard, Karen
Sent: Monday, September 24, 2018 9:10 PM
To: Cook, Kathi <Kcook@alpharetta.ga.us>
Subject: Fw: Windward HOA- Oak Hall Development

fyi

From: Todd Stratton [REDACTED]
Sent: Monday, September 24, 2018 6:15 PM
To: Gilvin, Jim; Mitchell, Donald; Burnett, Ben; Richard, Karen; Hipes, John; Binder, Jason; Merkel, Dan
Cc: Morris Cowan
Subject: Fwd: Windward HOA- Oak Hall Development

Email below from a concerned Windward resident about Oak Hall Company's request for a zoning variance (filed on 8/13).

Todd D. Stratton
[REDACTED]

Begin forwarded message:

From: "Valdez, Michelle D" <[REDACTED]>
Date: September 24, 2018 at 2:34:51 PM EDT
To: [REDACTED]
Cc: [REDACTED]
Subject: Windward HOA- Oak Hall Development

With the recent notification of Oak Hall's submittal for a variance on restrictions against the exterior finish of homes located now within the Windward HOA and at the corner of Shirley Bridge and Webb Bridge Road, I have found myself and my husband questioning the intent of Oak Hall and if there is a bait and switch going on. Either this is the case or Oak Hall is running out of funds to complete what they started on this very prominent and noticeable corner of our neighborhood. Either situation is very concerning.

1. The percentage of siding they are requesting is below the Windward standard. If it were a community not annexed within Windward, it would remain a concern as this is a very visible corner of our neighborhood and sounds as if it would become an eyesore rather than the enhancement it was proposed to be with protections for our home value due to the price points Oak Hall would be projected to sell these homes. With the amount of siding they requested, I again question the price point they would be able to obtain for these homes which was already in question due to the density of 45 homes on a parcel of its size. With concerns over the original plan being able to attain the promises by Oak Hall to contribute as a member of Windward, we cannot allow these siding requests to be approved. This corridor has improved in quality over since Windward was built and we have all worked hard to protect our investments. The suggested downgrade in siding alone would diminish the value of these homes and drive down the price point.
2. If Oak Hall is running out of money and thus requesting these siding downgrades as cost savings measures for themselves, I would prefer that the parcel be unfinished and sold to another developer than finished substandard to the promises Oak Hall sold to the Windward community during its approval request to join us and use membership as a selling advantage for Oak Hall's development.
3. As it is, this development is already causing neighbors to sell their homes who back up to the new development by Oak Hall. After being residents for so many years and tied to the community, this has diminished the value they see in their own homes. We need to retain our neighbors and being proud to live in the Windward community; not be afraid and feel as if we need to sell our homes before the community declines in value.

Michelle Deaton Valdez
Clipper Bay IV

This e-mail is intended for the use of the addressee(s) only and may contain privileged, confidential, or proprietary information that is exempt from disclosure under law. If you have received this message in error, please inform us by reply e-mail, then delete the e-mail and destroy any printed copy. Thank you.

Taylor, Elicia

From: Cook, Kathi
Sent: Friday, October 05, 2018 12:34 PM
To: Taylor, Elicia
Subject: FW: Oak Hill Variance Request

From: Richard, Karen
Sent: Monday, September 24, 2018 9:11 PM
To: Cook, Kathi <Kcook@alpharetta.ga.us>
Subject: Fw: Oak Hill Variance Request

fyi

From: Jason Burton [REDACTED]
Sent: Monday, September 24, 2018 6:51 PM
To: Gilvin, Jim
Cc: Mitchell, Donald; Burnett, Ben; Hipes, John; jbinder@alpharetta.ga.us; Richard, Karen; Merkel, Dan
Subject: Oak Hill Variance Request

Mayor and City Council Members,

My name is Jason Burton along with my wife and two children live in the Creek Ridge Subdivision of the Lake Windward community. We would like to encourage a vote of no to the Oak Hill variance request for the Shirley Estate Development.

Sincerely,

Jason Burton

Taylor, Elicia

From: Cook, Kathi
Sent: Friday, October 05, 2018 12:34 PM
To: Taylor, Elicia
Subject: FW: OAK HALL Changes from a Concerned Windward Homeowner.

From: Richard, Karen
Sent: Tuesday, September 25, 2018 9:52 AM
To: Cook, Kathi <Kcook@alpharetta.ga.us>
Subject: Fwd: OAK HALL Changes from a Concerned Windward Homeowner.

And second email from Patrick Kennedy.

Do you have time this morning for a call?

Begin forwarded message:

From: Patrick Kennedy [REDACTED]
Date: September 25, 2018 at 3:28:22 AM EDT
To: "jgilvin@alpharetta.ga.us" <jgilvin@alpharetta.ga.us>, "dmitchell@alpharetta.ga.us" <dmitchell@alpharetta.ga.us>, "bburnett@alpharetta.ga.us" <bburnett@alpharetta.ga.us>, "krichard@alpharetta.ga.us" <krichard@alpharetta.ga.us>, "jhipes@alpharetta.ga.us" <jhipes@alpharetta.ga.us>, "jbinder@alpharetta.ga.us" <jbinder@alpharetta.ga.us>, "dmerkel@alpharetta.ga.us" <dmerkel@alpharetta.ga.us>
Subject: OAK HALL Changes from a Concerned Windward Homeowner.

All,

I write to you at 3.23 am as a very concerned Windward resident I am asking you to please read this email. I also want to be completely transparent with you all, and let you know I was vehemently opposed to Shirley Bridge Estates when I considered it, and one reason for that was I felt there was no reliable builder. Apparently they searched for a few years to find a builder and none would take this on.

It then appears and I am assuming because of a timeline and their inability to find any builder they then decided to build it themselves. This developer has no record I can see of having successfully building homes. It appears they brought Jon L Roby who has been retired for many, out of retirement to lead the project. A home is only as good as its contractors and sub contractors, and it appears this building Company is being patched together by a desperate developer.

This is information taken directly from Southwyck Homes website

In 1996 Jon decided to start his own homebuilding company, Whitehall Homes. Jon's goal was to develop a higher quality product concentrating on the semi-custom and custom home market. Over the next 10 years Jon grew his business from 2 closings annually to 200 closings annually. During this period, Jon developed a reputation for innovative home designs, quality construction and exceptional customer care.

So from 1996 ten years takes us to 2006 what transpired since then?

Public record Juralindex.com at <https://www.juralindex.com/robby-jon-l.html> shows that Whitehall homes and Jon L Roby were also sued on 6 different occasions by banks from 2007 to 2009 when it looks like Mr Roby retired.

Case Name	State	Plaintiff	Defend.
WACHOVIA BANK NATIONAL ASSOC V WHITEHALL HOMES INC	GA	WACHOVIA BANK NATIONAL ASSOC	WHITEH HOMES ROBY JC
COLONIAL BANK VS WHITEHALL HOMES AND JON L ROBY	GA	COLONIAL BANK	WHITEH HOMES JON L RO
COLONIAL BANK VS WHITEHALL	GA	COLONIAL	WHITEH HOMES, AND JOI ROBY

I personally believe there has been deception from the first moment and that this was pushed down the throats of the Windward residents based on one premise and now we see it manifesting itself as many of us who were opposed suspected. I believe this was brought upon us by deceptive means and now we start to suffer the consequences. I point out all this so you can see why 422 Windward residents voted against this, and I believe those in favor were deceived.

I am asking you to stand firm and not to allow them to make any changes by allowing them to build with materials different from your original agreement, by doing so I believe you protect the Windward residents in some way. I believe in your original agreement they were the developer, now they come to you as builders wanting to use sub standard materials.

My apology for this long email, and a sincere thank you for your service to our community and for your consideration of this matter.

Patrick Kennedy

Taylor, Elicia

From: Cook, Kathi
Sent: Friday, October 05, 2018 12:34 PM
To: Taylor, Elicia
Subject: FW: Shirley Estates Update

From: Karen Richard <karen.richard@comcast.net>
Sent: Tuesday, September 25, 2018 4:05 PM
To: Binder, Jason <jbinder@alpharetta.ga.us>; Burnett, Ben <bburnett@alpharetta.ga.us>; Merkel, Dan <dmerkel@alpharetta.ga.us>; Mitchell, Donald <dmitchell@alpharetta.ga.us>
Cc: Cook, Kathi <Kcook@alpharetta.ga.us>
Subject: Fwd: Shirley Estates Update

FYI

From: "Association Manager" <manager@windwardcommunity.org>
Subject: Shirley Estates Update
Date: September 25, 2018 at 3:12:53 PM EDT
To: valeriemaley@comcast.net



Dear Windward Residents,

As many of you may have heard, OHC Webb Bridge, LLC ("OHC"), recently filed a Public Hearing Application with respect to Shirley Estates. The Filing requests for OHC to be heard at a Public Hearing and obtain the City of Alpharetta to a change in 1 of the 26 previously established zoning conditions. Specifically, that zoning be modified from "All building elevations shall consist of a minimum of 66% brick or stone." to "20% of building elevations shall have 66% brick or stone." The Board was quite surprised by the action unilaterally taken by OHC, as we had discussions with them as the approved annexation process moves forward.

In response to the Filing, the Board acted swiftly to contact OHC and immediately scheduled a meeting to be related to the Filing. We have also engaged our WCSA Construction Committee to be involved, as they are involved with all new construction within Windward. The Board plans to work closely with the Construction Committee.

determine the ramifications of this particular change and to determine if this, or any change to the zoning the best interest of our Community. We are hopeful that a mutual resolution will be reached without the n action. As always, please note that your Board is working hard to protect and serve the best interests of th its Members. Of course, as this matter progresses, we will keep all Owners informed.

Thank you for your patience and cooperation.

Your Board of Directors

This email is intended for the members of the Windward Community Services Association only. Please direct que to manager@windwardcommunity.org. You may modify your subscriptions to these email broadcasts by changing your preferenc your online [member profile](#)

Windward Community Services Association is professionally managed by Access Management Gr

October 4, 2018



Mr. Kathy Cook
Director of Planning & Development
City of Alpharetta Planning & Zoning Dept.
2 Park Plaza
Alpharetta, GA 30009

Re Webb Bridge Road Rezoning

Dear Kathy,

We have been working with the community and the Windward Homeowners Association (WCSA) to come to a resolution to our request. We have had several meetings and worked diligently to come up an acceptable revisions to the zoning conditions. It revises condition 5 and adds an additional condition. The following is the conditions we have agreed to and the WCSA's Board of Directors has voted to approve:

1) Revise condition #5 to read as follows:

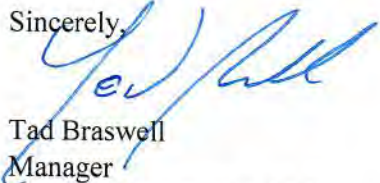
#5. ~~All building elevations shall consist of a minimum of 66% brick or stone.~~ Homes adjacent to Webb Bridge Road and Shirley Bridge Road shall have significant architectural features and no unfinished wood decks with final approval by staff.

2) Add the following conditions:

- a. No elevation will be repeated within 3 homes side-to-side, or directly across the street;
- b. At a minimum, every home will have a minimum 2.5' high brick or stone watertable;
- c. All foundations below first floor level will be faced with brick or stone;
- d. A minimum of 12 homes (25% of the homes) will be 100% brick or stone with the exception of gables, dormers or accent areas.
- e. An additional 21 homes (50% of the homes) will be at least 66% brick or stone with the exception of gables, dormers or accent areas.
- f. The remaining 12 homes (25% of the homes) will be at least 32% brick or stone with the exception of gables, dormers or accent areas.
- g. Each home will be approved by WCSA following the established process prior to permitting by City of Alpharetta.

The WCSA Board will be writing a letter of support soon. Please call me with any questions.

Sincerely,


Tad Braswell
Manager
Oak Hall Companies, LLC

5256 Peachtree Road, Suite 195 · Atlanta, GA 30341 · 770-662-5995 · 678-262-3588 fax
www.oakhallcompanies.com

CITIZEN PARTICIPATION FORM - PART B

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

Public Hearing or Project Name: Shirley Estates

Contact Name: Tad Braswell

Telephone: 404-234-6669

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 received no calls or emails requesting information

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

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

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

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

Signature of Authorized Agent: _____

Date: 9-28-18

Print Form

September 7, 2018

Dear Neighbor:

As you may have noticed we are wrapping up the development and have begun to build homes. Our sister company Southwyck Homes is building the houses and we are having great interest from potential buyers. We have received a lot of feedback on the homes and their design. During the original rezoning of the property we thought that most of the buyers would want mostly brick or stone elevations. We have found out in our marketing campaign that the farm house style of architecture is the most popular today.

Therefore, we have petitioned the City to modify one of the conditions to zoning to the original zoning. We want to modify the existing condition which reads as follows:

5. All building elevations shall consist of a minimum 66% brick or stone. Homes adjacent to Webb Bridge Road and Shirley Bridge Road shall have significant architectural features and no unfinished wood decks with final approval by staff.

We are requesting to modify this condition to read as follows:

5. 20% of all homes will have 66% brick or stone elevations. The remaining homes will be substantially the same as the attached elevation. Homes adjacent to Webb Bridge Road and Shirley Bridge Road shall have significant architectural features and no unfinished wood decks with final approval by staff.

The hearing will be October 15th at City Hall. Please call me with any questions at 770-662-5995 or email me at tad@oakhallcoompanies.com.

Sincerely,

Tad Braswell

Oak Hall Companies, LLC

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: OHC Webb Bridge, LLC

Subject Public Hearing Case: Shirley Estates Subdivision

Campaign Contribution Information:

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

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

Name of Official: N/A

Position:

Description of Contribution: N/A

Value:

Description of Contribution: N/A

Value:

Description of Contribution: N/A

Value:

Description of Contribution: N/A

Value:

Description of Contribution: N/A

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:

W.R. Braswell, Jr.

Date:

8/23/2018

WAITES TERRY LEN
325 DASHING WAVE LN
ALPHARETTA, GA 30005

HEAVER ROBERT GARY & PATRICIA ANN
260 CLIPPER BAY DR
ALPHARETTA, GA 30005

WINDWARD COMMUNITY SERVICES ASSN
INC
1235 OLD ALPHARETTA RD STE 100
ALPHARETTA, GA 30005-2902

COX STEPHEN & RUBINA MONLDEEN
328 CLIPPER BAY DR
ALPHARETTA, GA 30005

ZULAUF JASON B & HOLLY R
3330 SUNDEW CT
ALPHARETTA, GA 30005

PONZIO DIANE M
320 DASHING WAVE LN
ALPHARETTA, GA 30005-4232

PAUTZ MARTIN R & ROBIN S
430 RED JACKET WAY
ALPHARETTA, GA 30005-4246

DUERR GUY M & DAWN W
318 CLIPPER BAY DR
ALPHARETTA, GA 30005

ROWLAND KATHLEEN S
230 CLIPPER BAY DR
ALPHARETTA, GA 30005

HAYES DEANNE
1861 CLUB DR
GREENSBORO, GA 30642

HENDRICKS JEFFREY A & FERYAL K
341 CLIPPER BAY DR
ALPHARETTA, GA 30005

DOXSEY TIMOTHY S & PATRICIA C
381 CLIPPER BAY DR
ALPHARETTA, GA 30005-4226

SWANSON CHARLES W & CAROL J
510 FLYING SCOT WAY
ALPHARETTA, GA 30005

ALFORD JOHN G & SHERRY L
290 CLIPPER BAY DR
ALPHARETTA, GA 30005

ANDERSON REBECCA E & ANDERSON MARK
112 FLYING SCOT CT
ALPHARETTA, GA 30005

ANEZ JOSE M & NANCY F
180 CLIPPER BAY DR
ALPHARETTA, GA 30005-4218

AREHART CHARLES & KIMBERLY K
405 RED JACKET WAY
ALPHARETTA, GA 30022

ARFELI JEROME & ARFELI MARY L
100 WESTCHESTER WAY
ALPHARETTA, GA 30005

AZAR GORDON J JR
113 FLYING SCOT CT
ALPHARETTA, GA 30005

BACHARACH ROY A & SANDRA ELENA
121 WESTCHESTER WAY
ALPHARETTA, GA 30005

BALIAN ROBERT K & WONG KAH LEE
235 CLIPPER BAY DR
ALPHARETTA, GA 30005-4224

BARILLAS NEFI & MARY M
185 CLIPPER BAY DR
ALPHARETTA, GA 30005-4220

BATES CARLTON J & BARBARA M
210 CLIPPER BAY DR
ALPHARETTA, GA 30005-4222

BESSON SHARON D & COLDIRON BETTIE
4180 BIG CREEK OVERLOOK
ALPHARETTA, GA 30005

BRASLAVSKY CARLOS & BRASLAVSKY
STEPHANIE
141 CLIPPER BAY DR
ALPHARETTA, GA 30005

BRYANT TONY J & KIM C
160 CLIPPER BAY DR
ALPHARETTA, GA 30005

BURCH RONALD L & VALERIE M
410 RED JACKET WAY NE
ALPHARETTA, GA 30005

CANTU LEO M & CHRISTI M
105 CLIPPER BAY DR
ALPHARETTA, GA 30005

CARSON RAYMOND D & SALLY
175 CLIPPER BAY DR
ALPHARETTA, GA 30005-4220

CHAN FUNG YING & LI YINYE
125 STAGHOUND CT
ALPHARETTA, GA 30005

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: Tad Braswell

Telephone: 404-234-6669

Address: 5256 Peachtree Road

Suite: 195

City Atlanta

State: GA

Zip: 30341

Fax: 678-262-3588

Mobile Tel: 404-234-6669

Email: tad@oakhallcompanies.com

Subject Property Information:

Address: 4202 Webb Bridge Road

Current Zoning: R-15

District: 2

Section: 1

Land Lot: 1238, 1249, 1;

Parcel ID: See Attached

Proposed Zoning: R-15

Current Use: Single Family Subdivision

This Application For (Check All That Apply):☐ Conditional Use☐ Master Plan Amendment☐ Rezoning☐ Master Plan Review☐ Variance☒ Public Hearing☐ Comprehensive Plan Amendment☒ Other (Specify): Modify Zoning Conditions

Shirley Bridge Estates/Modify Conditions of Zoning
APPLICANT REQUEST AND INTENT

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

Single Family Subdivision

Applicant's Request (Please itemize the proposal):

To modify condition #5 of the zoning conditions to;

20% of all homes will have 66% brick or stone elevations. The remaining homes will be substantially the same as the attached elevations. Homes adjacent to Webb Bridge Road and Shirley Bridge Road shall have significant architectural features and no unfinished wood decks with final approval by staff.

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

It is our intent to build quality homes in the architectural style the market is requesting. This is a mix of homes that are 66% Stone or brick and homes with the farm house look built with masonry siding.

Shirley Bridge Estates/Modify Conditions of Zoning

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: OHC Webb Bridge, LLC

Telephone: 404-234-6669

Address: 5256 Peachtree Road

Suite: Suite 195

City Atlanta

State: GA

Zip: 30341

Authorization:

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

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

- | | |
|---|--|
| ☐ Annexation | ☐ Special Use |
| ☐ Rezoning | ☐ Conditional Use |
| ☐ Variance | ☒ Master Plan |
| ☐ Land Use Application | ☒ Other <u>Modify an existing zoning condition</u> |

Identify Authorized Applicant:

Name of Authorized Applicant: Tad Braswell

Telephone: 404-234-6669

Address: 5256 Peachtree Road

Suite: 195

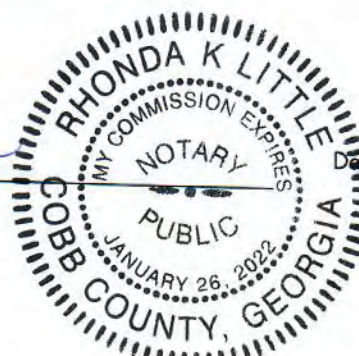
City Atlanta

State: GA

Zip: 30341

So Sworn and Attested:Owner Signature: [Signature]Date: 8/13/18

Notary:

Notary Signature: Rhonda K LittleDate: 8/13/18

Shirley Bridge Estates/Modify Conditions of Zoning 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: Oak Hall Companies, LLC

Subject Public Hearing Case:

Campaign Contribution Information:

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

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

Name of Official: N/A Position: _____

Description of Contribution: N/A Value: _____

Description of Contribution: N/A Value: _____

Description of Contribution: N/A Value: _____

Description of Contribution: N/A Value: _____

Description of Contribution: N/A 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: [Signature]

Date: 8-13-18

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

The standards will be comparable or higher

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

It will have no impact on the surrounding area.

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

Yes

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

Not applicable

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

Not applicable

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

Not applicable

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

When the zoning was approved we did not have a builder identified. We have now identified the builder and have received information from our marketing team.

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

BOARD OF ZONING APPEALS REVIEW CRITERIA

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

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

None

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

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

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

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: Shirley Estates

Contact Name: Tad Braswell

Telephone: 404-234-6669

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

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

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

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

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

We will send letters to everyone within 500' of the subdivision.

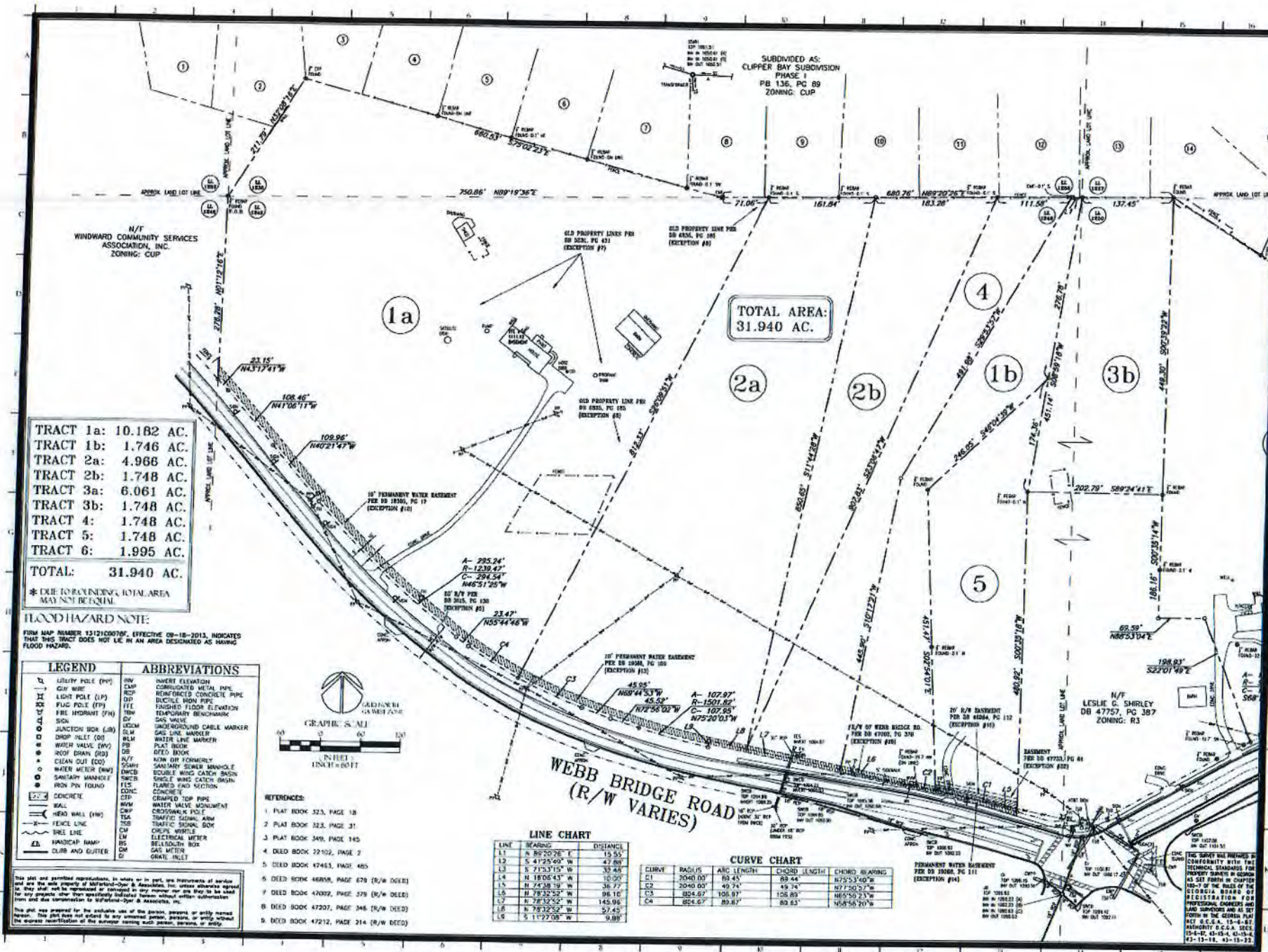
Legal Description

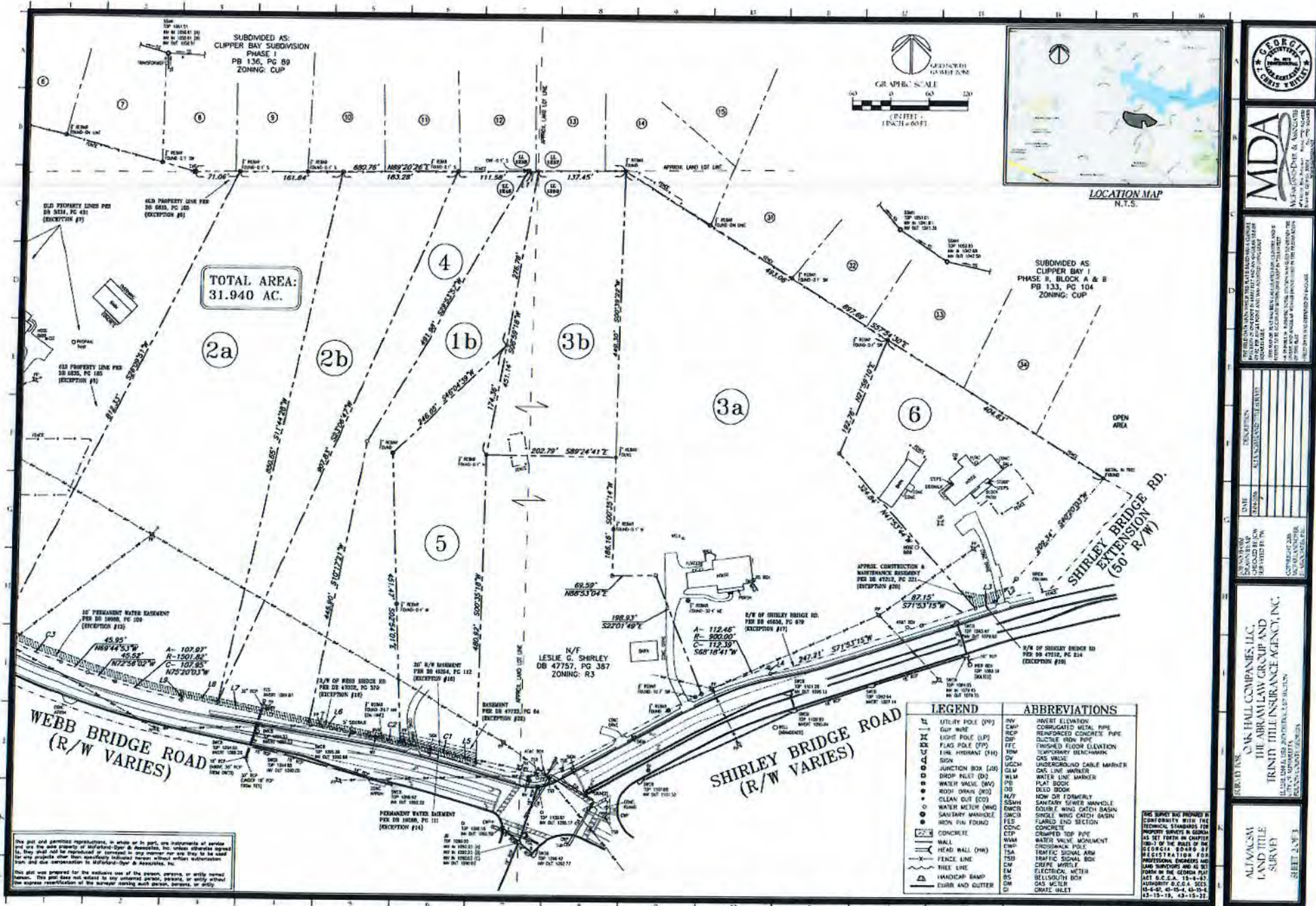
ALL THAT TRACT OR PARCEL OF land lying and being in Land Lots 1238, 1249 and 1250, 2nd District, 1st Section, City of Alpharetta, Fulton County, Georgia, being more particularly described as follows:

BEGINNING at the Land Lot corner common to Land Lots 1238, 1239, 1248 and 1249, that is the **POINT OF BEGINNING**; thence leaving said Land Lot corner North 32°08'16" East a distance of 211.79 feet to a point; thence South 75°02'23" East a distance of 660.53 feet to a point located on the Land Lot Line common to Land Lot 1238 and 1249; thence along said Land Lot Line North 89°20'26" East a distance of 680.76 feet through the Land Lot corner common to Land Lots 1237, 1238, 1249 and 1250 and along the Land Lot Line common to Land Lots 1237 and 1250 to a point; thence leaving said Land Lot Line South 57°54'30" East a distance of 897.69 feet to a point located on the northeastern right of way of Shirley Bridge Road Extension (50 feet right of way); thence along said right of way South 40°20'03" West a distance of 209.34 feet to a point; thence continuing along said right of way South 41°25'49" West a distance of 47.88 feet to a point located on the intersection of said right of way with the northeastern right of way of Shirley Bridge Road (right of way varies); thence along the right of way of Shirley Bridge Road South 71°53'15" West a distance of 32.48 feet to a point; thence continuing along said right of way South 71°53'15" West a distance of 87.15 feet to a point; thence continuing along said right of way South 71°53'15" West a distance of 247.21 feet to a point; thence continuing along said right of way North 18°06'43" West a distance of 10.00 feet to a point; thence continuing along said right of way 112.46 feet along a curve to the left, said curve having a chord of South 68°18'41" West 112.39 feet and a radius of 900.00 feet to a point; thence leaving said right of way North 22°01'49" West a distance of 198.93 feet to a point; thence South 88°53'04" West a distance of 69.59 feet to a point; thence North 00°35'14" East a distance of 186.16 feet to a point; thence North 89°24'41" West a distance of 202.79 feet to a point; thence South 00°35'18" West a distance of 480.92 feet to a point located on the northwestern right of way of Webb Bridge Road (right of way varies); thence along said right of way North 74°38'19" West a distance of 36.77 feet to a point; thence continuing along said right of way 89.45 feet along a curve to the left, said curve having a chord of North 75°53'40" West 89.44 feet and a radius of 2040.00 feet to a point; thence continuing along said right of way 49.74 feet along a curve to the left, said curve having a chord of North 77°50'57" West 49.74 feet and a radius of 2040.00 feet to a point; thence continuing along said right of way North 78°32'52" West a distance of 96.10 feet to a point; thence continuing along said right of way North 78°32'52" West a distance of 145.96 feet to a point; thence continuing along said right of way North 78°32'52" West a distance of 57.45 feet to a point; thence continuing along said right of way South 11°27'08" West a distance of 9.88 feet to a point; thence continuing along said right of way 107.97 feet along a curve to the right, said curve having a chord of North 75°20'03" West 107.95 feet and a radius of 1501.82 feet to a point; thence continuing along said right of way North 72°56'02" West a distance of 45.52 feet to a point; thence continuing along said right of way North 69°44'53" West a distance of 45.95 feet to a point; thence continuing along said right of way 106.97 feet along a curve to the right, said curve having a chord of North 65°56'23"

Shirley Bridge Estates/Modify Conditions of Zoning

West 106.89 feet and a radius of 804.67 feet to a point; thence continuing along said right of way 89.67 feet along a curve to the right, said curve having a chord of North 58°56'20" West 89.63 feet and a radius of 804.67 feet to a point; thence continuing along said right of way North 55°44'46" West a distance of 23.47 feet to a point; thence continuing along said right of way 295.24 feet along a curve to the right, said curve having a chord of North 46°51'25" West 294.54 feet and a radius of 1239.47 feet to a point; thence continuing along said right of way North 40°21'47" West a distance of 109.96 feet to a point; thence continuing along said right of way North 41°06'11" West a distance of 108.46 feet to a point; thence continuing along said right of way North 43°17'41" West a distance of 23.15 feet to a point; thence leaving said right of way North 01°12'16" East a distance of 276.28 feet to a point, being the **POINT OF BEGINNING**. Said tract contains 31.940 Acres.





the ROSEMOORE

3 bedrooms | 3 baths
3,432 square feet



— COMMUNITY INFORMATION —

JENNIFER BAXTER | 678.469.1413 | macyjen@gmail.com
RE/MAX REGENCY | 678.318.7900 | www.ShirleyEstates.com



the CANTON

4 bedrooms | 4 baths
3,457 square feet



Elevation A



Elevation B



Elevation C

the PROVIDENCE

5 bedrooms | 4.5 baths
3,784 square feet



the TIDWELL

4 bedrooms | 3.5 baths
3,820 square feet



the SHILOH

5 bedrooms | 4.5 baths
3,925 square feet



the SUMPTER

5 bedrooms | 4 baths
3,947 square feet



— COMMUNITY INFORMATION —

JENNIFER BAXTER | 678.469.1413 | macyjen@gmail.com
RE/MAX REGENCY | 678.318.7900 | www.ShirleyEstates.com



All information is believed to be accurate, but not warranted and is subject to error, omissions, or change without notice.
Square footages are approximate. Artist renderings are for illustration purposes only. Actual plan may vary.



the BETHANY

5 bedrooms | 4.5 baths
3,963 square feet



Elevation A



Elevation B



Elevation C

the BELLE HAVEN

4 bedrooms | 4.5 baths
4,060 square feet



— COMMUNITY INFORMATION —

JENNIFER BAXTER | 678.469.1413 | macyjen@gmail.com
RE/MAX REGENCY | 678.318.7900 | www.ShirleyEstates.com



All information is believed to be accurate, but not warranted and is subject to error, omissions, or change without notice.
Square footages are approximate. Artist renderings are for illustration purposes only. Actual plan may vary.



DISCLOSURE FORM

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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: OHC Webb Bridge, LLC

Subject Public Hearing Case: Shirley Estates Subdivision

Campaign Contribution Information:

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

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

Name of Official: N/A

Position:

Description of Contribution: N/A

Value:

Description of Contribution: N/A

Value:

Description of Contribution: N/A

Value:

Description of Contribution: N/A

Value:

Description of Contribution: N/A

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:

W.R. Braswell, Jr.

Date:

8/23/2018



LOCATION MAP

NTS



SITE SUMMARY

SITE INFORMATION	
CURRENT ZONING:	AG-1, RES, R22
PROPOSED ZONING:	R-15
SITE AREA:	+/- 30.22 ACRES

RESIDENTIAL

SINGLE FAMILY LOTS:	45 LOTS
ATTACHED GARAGE	
100' WIDE, 15,000 SF MIN LOT	

DENSITY

DENSITY OVERALL PROJECT: 45 UNITS / 30.22 ACRES = 1.44 UNITS/ACRE

SURVEY

BOUNDARY & TOPO INFORMATION OBTAINED FROM MCFARLAND DYER & ASSOC.
DATE: OCTOBER 2015
PROPERTY DOES NOT LIE WITHIN A FLOOD ZONE PER FIRM MAP: 13 11TC0230F

WEBB BRIDGE RD TRACT

PROJECT LOCATED IN LAND LOTS 1238, 1244 & 1250 OF THE 2ND DISTRICT, 1ST SECTION, FULTON, COUNTY GEORGIA

ZONING PLAN

PROJECT LOCATED IN LAND LOTS 1238, 1249 & 1250 OF THE 2ND DISTRICT, 1ST SECTION, FULTON, COUNTY GEORGIA

prepared for
Oak Hall Companies, LLC
5256 Peachtree Road, Suite 195
770-662-5995
Atlanta, GA 30341

DATE: 1/28/2016



City Council Meeting and Public Hearing STAFF REPORT

Submitting Department: Community Development

Submitted By:

Meeting Date: October 15, 2018

I. AGENDA ITEM TITLE: PH-18-12: SHIRLEY BRIDGE ROAD EXTENSION ROAD ABANDONMENT
CONSIDERATION OF A REQUEST TO ABANDON A PORTION OF THE SHIRLEY BRIDGE ROAD RIGHT-OF-WAY. THE PROPERTY IS LOCATED NEAR THE NORTHWEST CORNER OF SHIRLEY BRIDGE ROAD AND CLIPPER BAY DRIVE AND IS LEGALLY DESCRIBED AS BEING LOCATED IN LAND LOT 1250, 2ND DISTRICT, 1ST SECTION, FULTON COUNTY, GEORGIA.

II. RECOMMENDATION:

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:

Shirley Bridge Rd Ext Road Abandonment CC Staff Report, Resolution -Shirley Bridge Rd Ext Road Abandonment, Aerial Map, Future Land Use, Zoning Map, Location Map, Complete Shirley Bridge Abandonment Application



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT

SUBMITTED BY: KATHI COOK

DRAFTED BY: MICHAEL WOODMAN

I. AGENDA ITEM TITLE: PH-18-12 SHIRLEY BRIDGE ROAD EXTENSION ROAD ABANDONMENT

CITY COUNCIL: OCTOBER 15, 2018

II. RECOMMENDATION:

Approve PH-18-12 Shirley Bridge Road Extension Road Abandonment request to abandon a portion of the Shirley Bridge Road public right-of-way.

III. REPORT IN BRIEF:

The applicant, OHC Webb Bridge, LLC, requests a road abandonment for the Shirley Bridge Road Extension in order to develop a pocket park at the corner of Shirley Bridge Road and Clipper Bay Drive. If approved, the right-of-way will be incorporated into a 1.2-acre property owned by Windward Community Services Association (WCSA) and developed as a pocket park by the applicant. Shirley Bridge Road Extension is located at the northwest corner of Shirley Bridge Road and Clipper Bay Drive.

DISCUSSION

A road abandonment is requested for the Shirley Bridge Road Extension, which is approximately 0.232 acres. Shirley Bridge Road Extension is located at the northwest corner of Shirley Bridge Road and Clipper Bay Drive. The abandoned right-of-way would be incorporated into a 1.2-acre property owned by Windward Community Services Association (WCSA) and developed as a pocket park by the applicant. The applicant provided a conceptual plan of the pocket park, which depicts landscaping, lawn, entrance monument, bike racks, on-street parking and meandering sidewalk. Access will not be denied as a result of the proposed road abandonment.

CONCURRENCES

Except for Public Works, City departments were consulted and expressed no concern with the proposal. Public Works would like the developer to address pedestrian crossings across Shirley Bridge Road and Clipper Bay Drive, since the pocket park will attract people to that area.

COMMUNITY ZONING INFORMATION MEETING

The CZIM was held on September 12, 2018. No one from the public signed-in with comments or concerns.

IV. ATTACHMENTS:

- Survey & Legal Description
- Clipper Bay Pocket Park West
- Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF ALPHARETTA PROVIDING FOR THE
ABANDONMENT AND DISPOSITION OF A CERTAIN PUBLIC RIGHT OF WAY
(Shirley Bridge Road Extension)**

WHEREAS, the City of Alpharetta has received an application for the abandonment of a public right-of-way known as Shirley Bridge Road Extension, located in Land Lot 1250, 2nd District, 1st Section, Fulton County, Georgia.

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

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

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

SO RESOLVED this _____ day of _____ 2018.

CITY OF ALPHARETTA

BY: _____
Jim Gilvin, Mayor

Council Members:

_____	_____
_____	_____
_____	_____

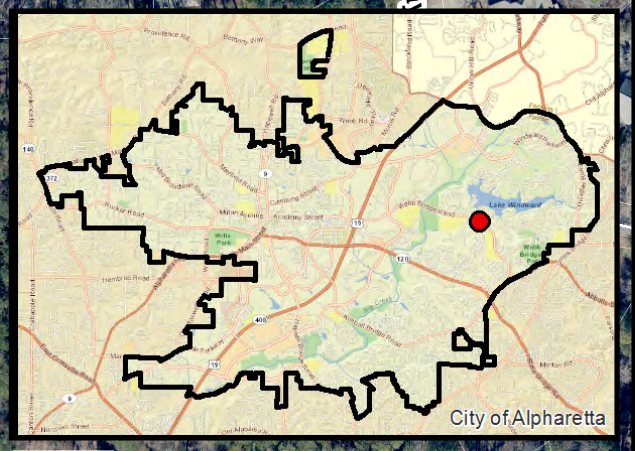
ATTEST: _____
City Clerk



LEGEND

Right of Way to be Abandoned

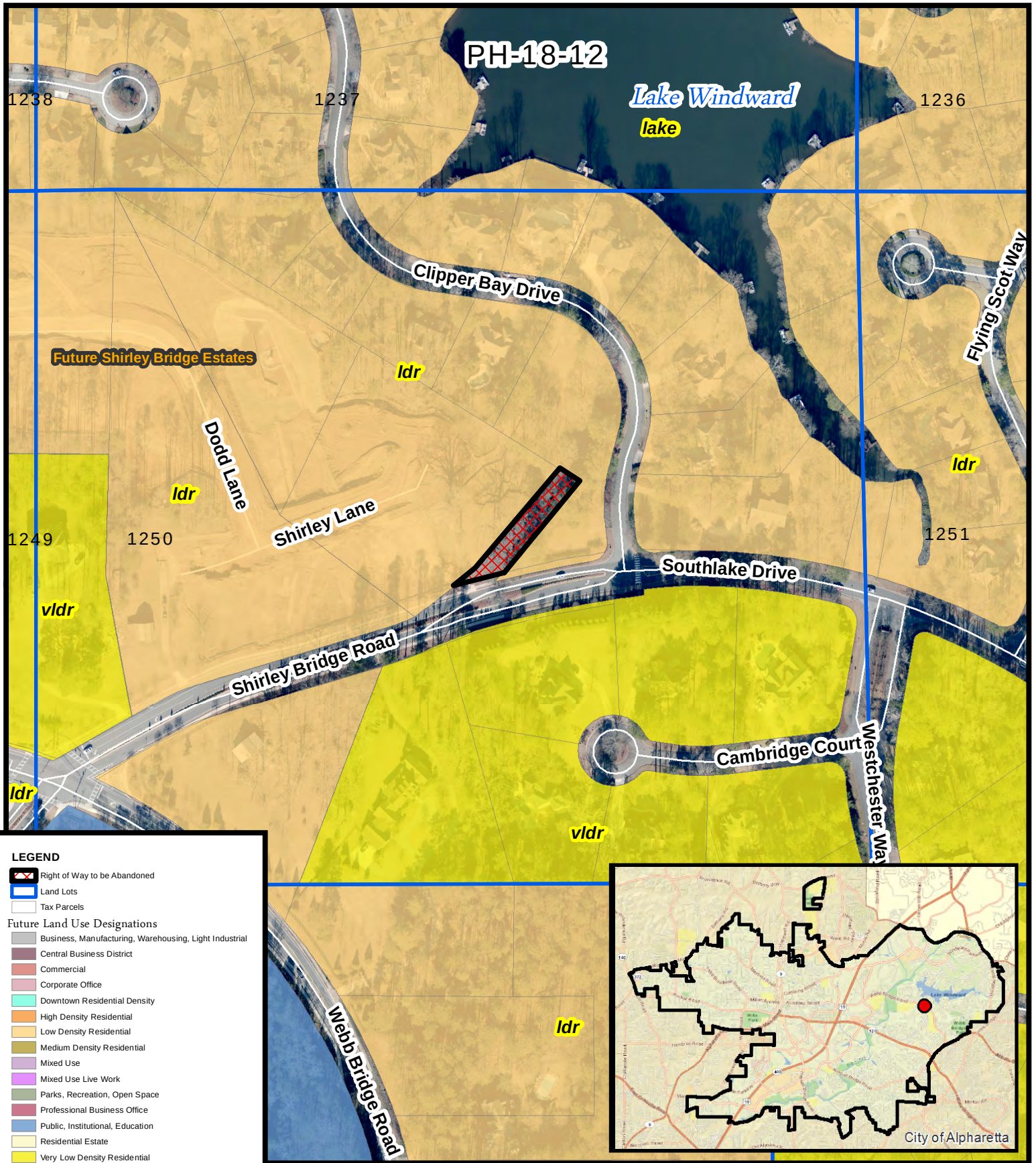
Tax Parcels



Aerial Map
Shirley Bridge Estates
Right-of-Way Abandonment

PH-18-12
D/LL: 2/1/1238,
1249, 1250
CC Date: 10/15/2018

Location Map Provided by:
Community Development - GIS

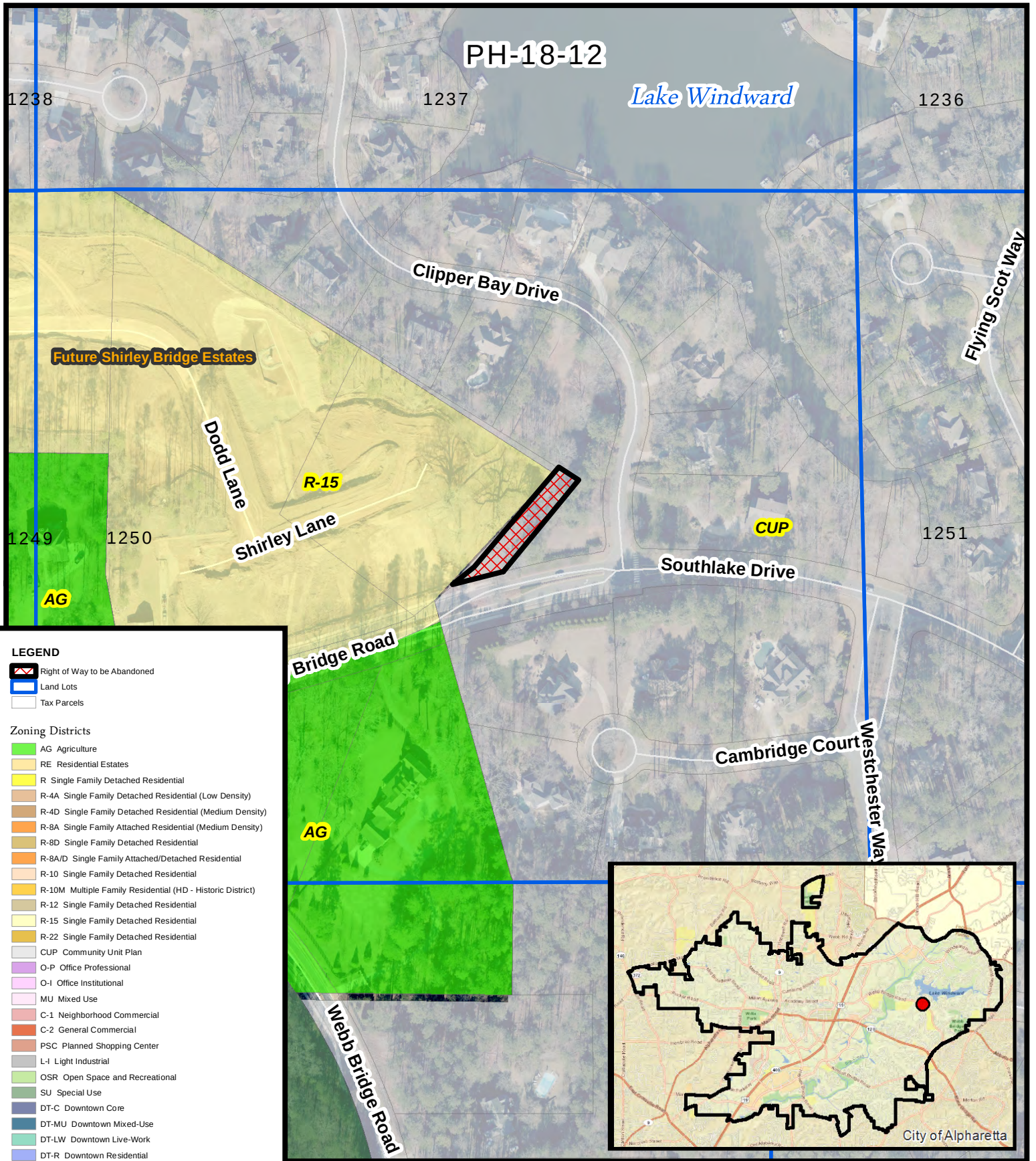


Future Land Use Shirley Bridge Estates Right-of-Way Abandonment

PH-18-12
D/LL: 2/1/1238,
1249, 1250
CC Date: 10/15/2018



Location Map Provided by:
Community Development - GIS

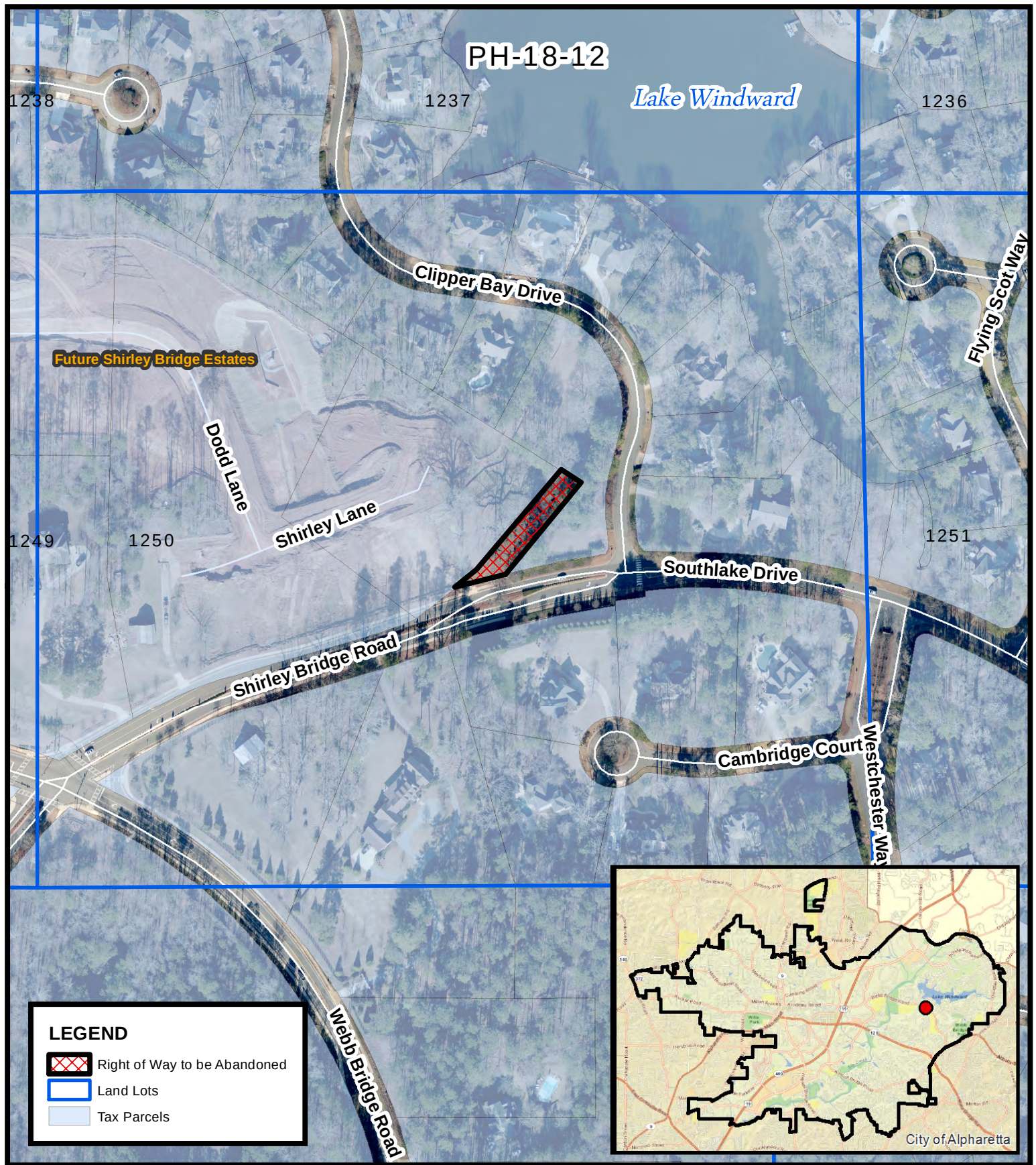


Zoning Districts Shirley Bridge Estates Right-of-Way Abandonment

PH-18-12
D/LL: 2/1/1238,
1249, 1250
CC Date: 10/15/2018



Location Map Provided by:
Community Development - GIS



Location Map
Shirley Bridge Estates
Right-of-Way Abandonment

PH-18-12
D/LL: 2/1/1238,
1249, 1250
CC Date: 10/15/2018

Location Map Provided by:
Community Development - GIS



PH-18-12
Shilrey Bridge Rd Ext Rd Abandonment
CITY OF ALPHARETTA
ROAD ABANDONMENT
REQUEST FORM

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

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

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

FOR OFFICE USE ONLY

Case # _____

Date In _____

Date Out _____

☐ \$400 Fee Paid

Applicant Information:

Contact Name Luke Rogauskas

Company Name OHC Webb Bridge LLC

Mailing Address 5256 Peachtree Road Suite 195

City Atlanta State GA Zip Code 30341

Telephone (404) 446-7239 Fax (770) 662-5995

Email Address _____

Property Information:

Current Road Name Shirley Bridge Road Extension

Land Lot(s) 1250 District / Section 1st

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

☒ Survey Dated 01-04-16 Prepared By McFarland-Dyer & Ass.

☐ Other Plat Specify _____

Reason For Request:

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

The road was realigned and the surrounding owners want to include the property into a park area

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

Name	Address	Telephone
OHC Webb Bridge		(404) 446-7239

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

Name	Address	Telephone

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

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

☐ Yes

☒ No

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

☐ Yes

☒ No

☐ N/A

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

☐ Yes☒ No☐ N/A

Please describe the location and the acreage involved.

--

Is an alternate road proposed in lieu of the road to be abandoned? If "yes", please attach a site plan indicating the location of the proposed substitute road.

☐ Yes☒ No

Will access be denied to any property as a result of this road abandonment? If "yes", please list these properties by address, including owner's name and telephone number. Attach additional sheets if necessary.

☐ Yes☒ No

Name

Address

Telephone

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

☐ Yes☒ No

Address

Alternate Access Point

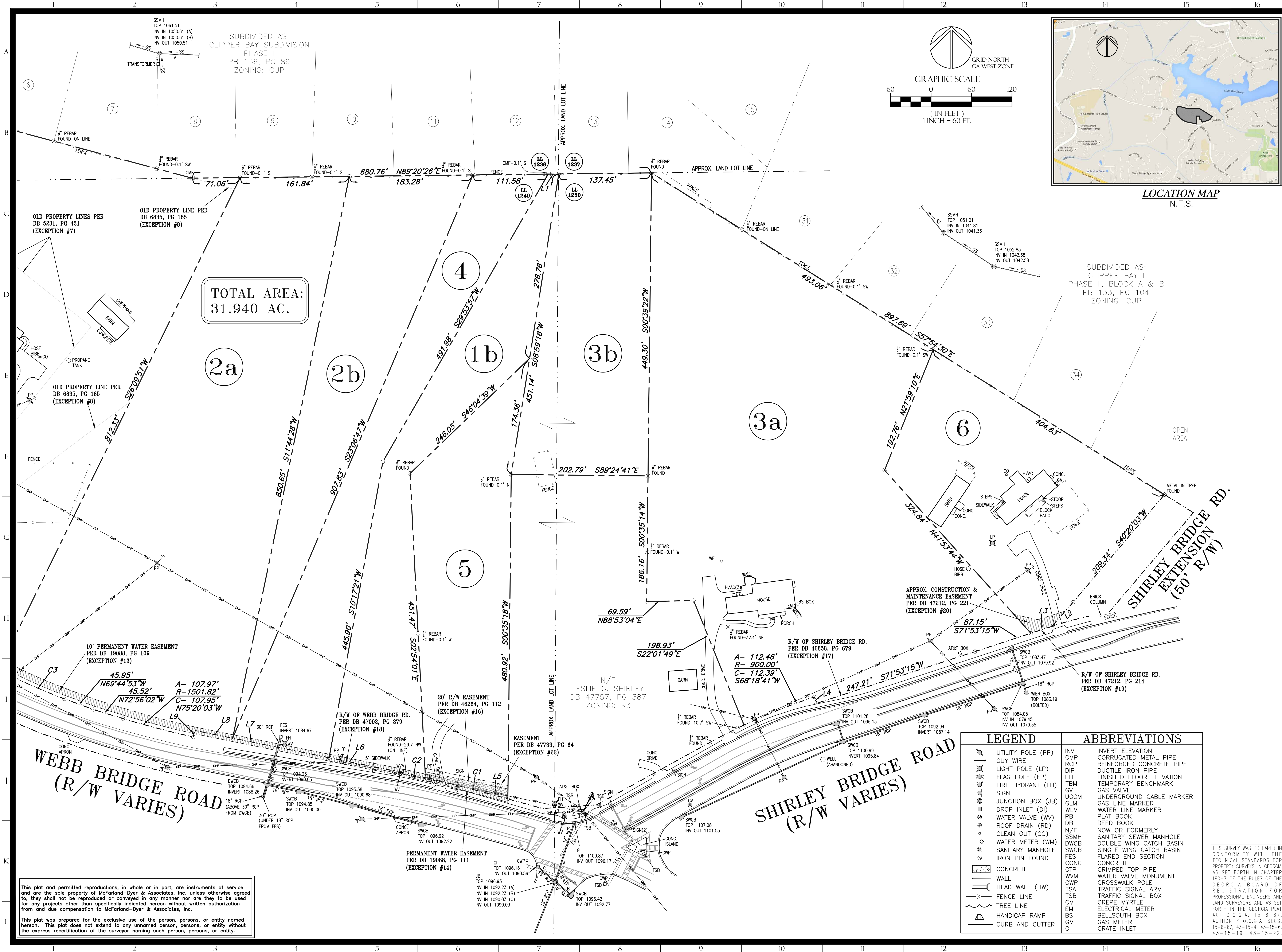
Please provide twenty (20) copies of a boundary survey showing the proposed road abandonment, all utility locations, existing rights-of-way, acreage and contiguous property owners. Include a location map on the survey and a legal description of the subject roadway.

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

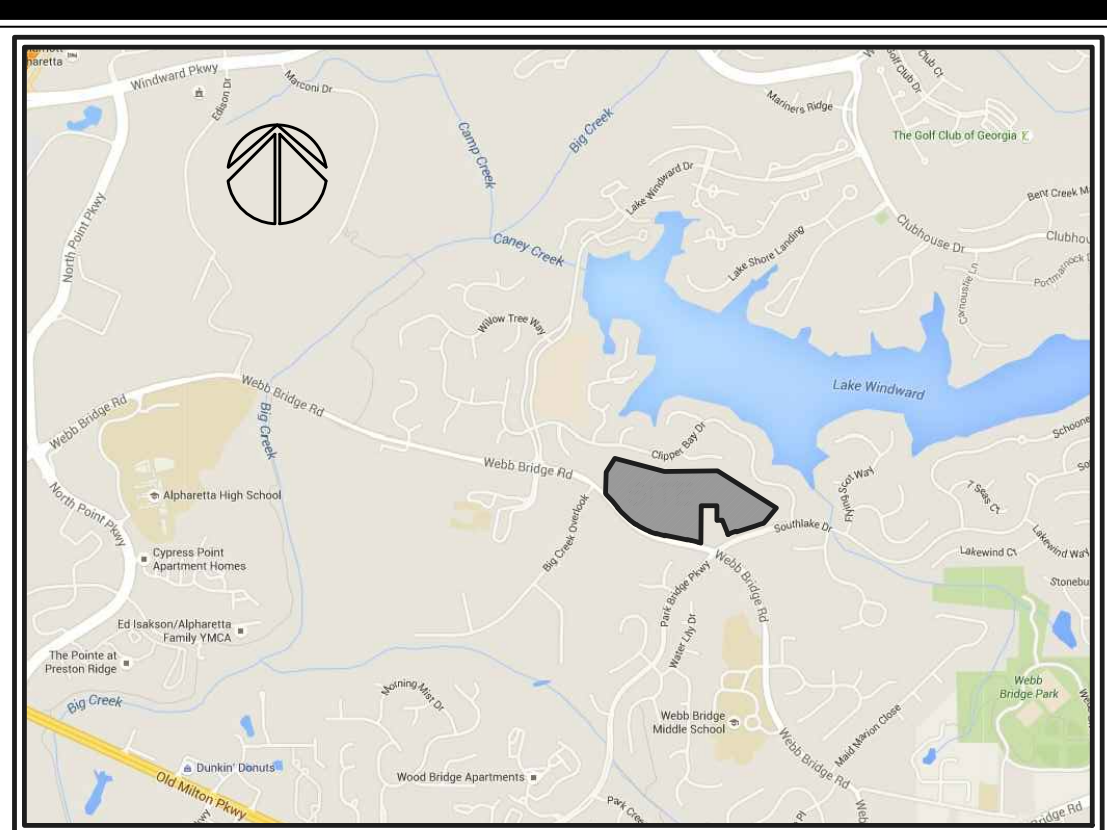
Legal Description

ALL THAT TRACT OR PARCEL OF land lying and being in Land Lots 1250, 2nd District, 1st Section, City of Alpharetta, Fulton County, Georgia, being more particularly described as follows:

BEGINNING at a point that is located on the Northwestern right of way of Shirley Bridge Road (right of way varies) having a Georgia State Plane coordinate Northing of 1481928.12 and an Easting of 2277404.13 feet that is the **POINT OF BEGINNING**; thence leaving said right of way North 41°25'49" East a distance of 47.88 feet to a point; thence North 40°20'03" East a distance of 209.34 feet to a point; thence South 57°54'29" East a distance of 46.23 feet to a point; thence South 41°01'58" West a distance of 200.35 feet to a point located on the Northwestern right of way of Shirley Bridge Road (right of way varies); thence 77.42 feet along a curve to the left, said curve having a chord of South 75°11'22" West 77.39 feet and a radius of 773.35 feet to a point, being the **POINT OF BEGINNING**. Said tract contains 0.232 Acres.



TOTAL AREA:
31.940 AC.



LEGEND		ABBREVIATIONS	
	UTILITY POLE (PP)	INV	INVERT ELEVATION
	GUY WIRE	CMP	CORRUGATED METAL PIPE
	LIGHT POLE (LP)	RCP	REINFORCED CONCRETE PIPE
	FLAG POLE (FP)	DIP	DUCTILE IRON PIPE
	FIRE HYDRANT (FH)	FFE	FINISHED FLOOR ELEVATION
	SIGN	TBM	TEMPORARY BENCHMARK
	JUNCTION BOX (JB)	GV	GAS VALVE
	DROP INLET (DI)	UGCM	UNDERGROUND CABLE MARKER
	WATER VALVE (WV)	GLM	GAS LINE MARKER
	ROOF DRAIN (RD)	WLM	WATER LINE MARKER
	CLEAN OUT (CO)	PB	PLAT BOOK
	WATER METER (WM)	DB	DEED BOOK
	SANITARY MANHOLE	N/F	NOW OR FORMERLY
	IRON PIN FOUND	SSMH	SANITARY SEWER MANHOLE
	CONCRETE	DWCB	DOUBLE WING CATCH BASIN
	WALL	SWCB	SINGLE WING CATCH BASIN
	HEAD WALL (HW)	FES	FLARED END SECTION
	FENCE LINE	CONC	CONCRETE
	TREE LINE	CTP	CRIMPED TOP PIPE
	HANDICAP RAMP	WVM	WATER VALVE MONUMENT
	CURB AND GUTTER	CWP	CROSSWALK POLE
		TSA	TRAFFIC SIGNAL ARM
		TSB	TRAFFIC SIGNAL BOX
		CM	CREPE MYRTLE
		EM	ELECTRICAL METER
		BS	BELLSOUTH BOX
		GM	GAS METER
		GI	GRATE INLET

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, AUTHORITY O.C.G.A. SECS. 15-6-67, 43-15-4, 43-15-6, 43-15-19, 43-15-22.

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This plat was prepared for the exclusive use of the person, persons, or entity named hereon. This plat does not extend to any unnamed person, persons, or entity without the express recertification of the surveyor naming such person, persons, or entity.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1/100,000. THE PLAT HAS BEEN CALCULATED TO A CLOSURE OF 1/100,000. THE PLAT IS BASED ON THE FOLLOWING DATA: A TRIMBLE S6 REBOUND TOTAL STATION WAS USED TO OBTAIN THE DATA. THE DATA WAS OBTAINED ON 10/23/2015. THE FIELD DATA WAS OBTAINED ON 10/23/2015.

DATE	DESCRIPTION
09/04/2016	ALTA/CASM LAND TITLE SURVEY

JOB NO. 150880
DRAWN BY: MP
CHECKED BY: JAW
SURVEYED BY: TW

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SURVEY FOR:

OAK HALL COMPANIES, LLC,
THE ABRAM LAW GROUP AND
TRINITY TITLE INSURANCE AGENCY, INC.

LL 1238, 1249 & 1250, 2ND DISTRICT, 1ST SECTION
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA

ALTA/CASM
LAND TITLE
SURVEY

SHEET 2 OF 3

OAK HALL SUBDIVISION



PRELIMINARY STUDY

CLIPPER BAY POCKET PARK - WEST

SCALE 1"=20'-0 5/10/18



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT

SUBMITTED BY: KATHI COOK

DRAFTED BY: MICHAEL WOODMAN

I. AGENDA ITEM TITLE: Z-18-05/E-18-07 KAIROS/OLD MILTON PARKWAY

CITY COUNCIL:

OCTOBER 15, 2018

This item was heard at the September 6, 2018 Planning Commission meeting. Staff recommended approval of the item subject to 15 conditions. One resident spoke with concerns over whether or not the appropriate zoning district is being requested and building height. After discussion, the Planning Commission recommended to approve the item subject to staff's recommended conditions with changes to conditions #2 (change to allow 4 stories and 56') and 14 (change to require only 'new' utilities be placed underground). Vote (6-1)

The applicant requested a deferral of the item to the October 15, 2018 Council meeting in order to address concerns over building height. The applicant amended their proposal by removing the request to add a 4th floor and rooftop restaurant to Building 'B'. The applicant's current proposal is to allow Building 'A' to be three (3) stories and 48' and Building 'B' to be three (3) stories and 44'.

II. RECOMMENDATION:

Approve Z-18-05/E-18-07 Kairos/Old Milton Parkway, subject to the following conditions:

1. The site, consisting of approximately 2.163 acres, shall be zoned DT-LW and developed substantially similar to site plan submitted by Paradigm Engineering Services, Inc., revised 8/20/2018, except for modifications required to comply with the conditions below. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.
2. Maximum building height shall be 3 stories and 48' for Building 'A'. Maximum building height shall be 3 stories and 44' for Building 'B'.
3. Minimum building setbacks shall be:
 - a. Front – 20'
 - b. Side – 0' (min. 10' between structures)
 - c. Rear – 3'
4. Architecture and materials shall be developed similar to the submitted renderings, except for modifications required to comply with these conditions and Downtown Consultant comments, and in compliance with the Alpharetta Downtown Code, subject to approval by the DRB.
5. Final streetscape shall match the approved Downtown streetscape standards and include decorative pedestrian lighting as approved by Staff.
6. Street trees shall be required along Old Milton Parkway within the beauty strip (as approved by GDOT), as well as behind the sidewalks as a continuation of what has been previously planted or designed in the Downtown and outside of any utility easements, as approved by Staff. In lieu of tree grates, the soil area around street trees shall be planted with evergreen ornamental grasses, groundcovers and/or shrubs.
7. Amenity spaces shall be developed with a park-like setting with heavy decorative landscape, hardscape, walls and seating. The landscape shall include plant selections promoting the historic district. Developer shall remove exotic and invasive trees and shrubs within the area called out as amenity space at the rear of the property, as approved by Staff.
8. Planting beds shall be required in front of buildings to accommodate shrubs and vines.

9. The project entrance shall include a decorative knee wall and shall be heavily landscaped with ornamental plantings as approved by Staff. Landscape, hardscape, fences and walls shall complement materials used in the Downtown, as approved by Staff. Creeping fig or another creeping vine shall be planted to cover decorative and retaining walls as approved by Staff.
10. Developer shall save trees as depicted on the plan prepared by Paradigm Engineering Services, Inc., revised 8/20/2018. In addition, developer shall save the following trees: #21 (37" Water Oak), #31 (38" Water Oak) and 20" Black Walnut. City Arborist may approve up to a 20% encroachment into the CRZ with additional tree care to offset the encroachment, as approved by Staff.
11. Developer shall plant 6" (min.) caliper Willow Oaks, or other species approved by Staff, for every 50' of frontage along Old Milton Parkway.
12. Off-site tree encroachment shall be limited to no more than 20% on the CRZ and shall require notification/approval by property owner, as approved by administrative variance.
13. Decorative paver aprons shall be required at project driveway(s), as approved by Staff.
14. All new utilities shall be placed underground.
15. Traffic study shall be required at LDP evaluating SR120/Haynes Bridge, SR120/Kingry and SR120/site driveway to determine if signal control changes are necessary, as well as appropriate driveway configuration.

III. REPORT IN BRIEF:

The applicant, Kairos Development Corporation, is requesting a rezoning of 2.163 acres from O-I (Office-Institutional) and R-12 (Dwelling, 'For-Sale' Residential) to DT-LW (Downtown Live-Work) to allow for the construction of a 30,000 square foot office building and a 22,260 square foot office building with a 3,000 square foot rooftop restaurant wrapping a parking deck. An exception is requested to increase the building height of the 30,000 square foot office building from 40' to 48' and to increase the height of the 22,260 square foot office building from 3 stories and 40' to 4 stories and 56'. The subject property is located at 2260, 2270 & 2300 Old Milton Parkway on the north side of Old Milton Parkway east of Haynes Bridge Road.

DISCUSSION

The submitted request, if approved, will allow for the construction of a 30,000 square foot office building and a 22,260 square foot office building with 3,000 square foot rooftop restaurant wrapping a parking deck on 2.163 acres. The applicant proposes rezoning of the property from R-12 and O-I to DT-LW, as well as an exception to increase the building heights from three (3) stories and 40' to three (3) stories and 48' and four (4) stories and 56'. The subject property is located at 2260, 2270 & 2300 Old Milton Parkway on the north side of Old Milton Parkway east of Haynes Bridge Road.

The subject property represents three (3) parcels of land, of which two (2) parcels are zoned O-I and one (1) is zoned R-12. The O-I properties are developed with a crematory and a former home that was converted to an office. The R-12 property is undeveloped. Surrounding properties are zoned DT-LW to the north, O-I to the east, O-I and R-12 to the south and C-2 to the west. Property owned by River Rock Development, LLC is located to the west, Thompson Street Flats (Kairos Development) to the north, State Bank to the east and My First Academy daycare and undeveloped land to the south. The proposed use is consistent with the Comprehensive Land Use Plan designation of the property, which is 'Mixed Use Live Work'.

As shown in the table below, the applicant's proposed non-residential density is consistent with other Downtown developments. The applicant proposes 52,260 square feet of office and 3,000 square feet of restaurant, which represents a non-residential density of 25,583 square feet per acre. The applicant proposes structured parking, which helps off-set the higher density by providing more greenspace.

Development Name	Office (SF)	Retail (SF)	Acres	Density
Applicant's Proposal	52,260 SF	3,000 SF	2.16 acres	25,583 SF/acre
Providence Group/Chelsea Walk	30,000 SF		1.0 acre	30,000 SF/acre
Wellstar	40,000 SF		2.34 acres	17,094 SF/acre
Teasley Place*	4,820 SF	16,609 SF	1.52 acres	14,098 SF/acre
55/61 Roswell Street	30,000 SF		0.72 acres	41,794 SF/acre

*Does not include 3 floors of residential above. Including residential, the overall density of Teasley Place increases to 69,361 square feet per acre.

An exception is requested from Appendix A: Alpharetta Downtown Code to increase the maximum building height allowed in the DT-LW district, which is three (3) stories and 40'. Building 'A' (30,000 square foot office building) is proposed to be three (3) stories and 48' and Building 'B' (22,260 square foot office building) is proposed to be four (4) stories and 56' to allow for a 3,000 square foot rooftop restaurant. The applicant provided an exhibit depicting Building 'A' with a 20' ground-floor and 14' 2nd- and 3rd-floors. Building 'B' has a 15' ground-floor, 14' 2nd and 3rd-floors and 13' 4th-floor. Larger ground floor heights are encouraged in the Downtown. As shown in the exhibit below, building heights along Old Milton Parkway and Thompson Street in the vicinity of the applicant's property typically do not exceed 40'. However, there are a few exceptions including the applicant's property to the north that received a height exception to 48', Old Milton Holdings – Liberty Village allows up to 45', City Center mixed use buildings are 60' and City Hall is 86'.



SITE PLAN

The submitted site plan depicts a 4-story, 22,260 square foot office building (Building 'B') with a 3,000 square foot rooftop restaurant wrapping a 3-level parking deck on the western half of the property and a 3-story, 30,000 square foot office building (Building 'A') on the eastern half of the property. Both office buildings comply with the maximum permitted building footprint (10,000 square feet) in the DT-LW district.

One (1) project driveway is depicted on Old Milton Parkway at the midpoint of the property frontage. 198 parking spaces are depicted within a 3-level parking deck, of which the UDC would require a total of 163 parking spaces for the proposed uses. A ten-foot (10') sidewalk is depicted along Old Milton Parkway and a 50' undisturbed buffer is proposed on the applicant's property to the north. Minimum building setbacks are consistent with the DT-LW development standards and other developments along Old Milton Parkway.

- Front (Old Milton Parkway) – 20'
- Side – 0'
- Rear – 3'

The applicant's site plan depicts 11,819 square feet, or 12.5%, of amenity space on the site, which includes a tree save area and walking trail at the rear of the site. The applicant's site plan exceeds the minimum 10% amenity space required in the DT-LW district. If approved, amenity areas should be improved with landscape and hardscape to provide gathering and seating areas.

There are several trees on the subject property, consisting primarily of Hardwoods. Specimen trees are generally located along Old Milton Parkway and at the rear of the property. Half of the specimen trees identified on the property are listed in 'Poor' condition. Staff initially had concerns with the applicant's site plan, which did not save many trees. The applicant revised the site plan to incorporate additional tree save areas, including along Old Milton Parkway and at the rear of the property. The tree save area at the rear of the property adjoins a large tree save area on the applicant's adjacent property to the north. A 'Good' condition large specimen tree is proposed to be removed for the building and from impacts due to a decal lane and sidewalk along Old Milton Parkway. Underground detention is depicted within the pervious paver plaza area located between the buildings.

ELEVATIONS

The applicant's proposed renderings reflect Beaux Arts architectural style, which is an approved style in the Downtown Overlay. Building 'A' is depicted to have a 110' façade length and Building 'B' a 200' façade length. Both buildings having classic retail storefronts on the ground floor and are primarily brick. The office buildings comply with the 200' maximum façade length for 'General Building' type in the Downtown. Initially, Building 'B' was shown with a shorter façade length, but the parking deck was exposed to Old Milton Parkway. In an effort to screen the parking deck, the applicant extended Building 'B'. Teasley Place has a façade length of 200' along Milton Avenue and 255' along Canton Street, City Center mixed use buildings have a façade length of 240' along Academy Street and Commerce Street, and Liberty Village has façade lengths up to 225' along Old Milton Parkway.

The City's Downtown Consultant reviewed the proposed building elevations and finds the buildings to be generally in compliance with the architectural, material and building design regulations in the Downtown Code. The following comments were provided by the Downtown Architect:

- Need side and rear elevations, as well as floor plans
- Difficult to understand the overall massing of Building 'B'
 - o What is the extent of the penthouse floor? What are the materials and details of the penthouse?
 - o Small balconies are difficult to understand without seeing floor plan and side views
 - o Need more detail on parapet
 - o Need more detail on glass railing, not convinced it works with building architecture

TRAFFIC

The applicant provided a trip generation report, which shows that the proposed development would generate 151 PM Peak Hour trips.

Land Use	ITE Code	Size	A.M. Peak Hour			P.M. Peak Hour			24-Hour		
			In	Out	Total	In	Out	Total	In	Out	Total
General Office	710	52,260 ft ²	69	11	80	11	56	67	308	308	616
Drinking Place	925	7,420 ft ²	na	na	na	55	29	84	451	451	902
<i>Total</i>			<i>69</i>	<i>11</i>	<i>80</i>	<i>66</i>	<i>85</i>	<i>151</i>	<i>759</i>	<i>759</i>	<i>1,518</i>

STANDARDS FOR ZONING CHANGES

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

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

Response: The zoning proposal would be suitable as it relates to the use and development of adjacent or nearby properties. Old Milton Parkway is predominately developed with office and retail uses, with residential uses primarily found along Thompson Street.

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

Response: The zoning proposal would not adversely affect the existing use or usability of adjacent or nearby properties, which are predominately developed with office and retail uses along Old Milton Parkway and residential uses along Thompson Street.

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

Response: The applicant's proposal should not have significant impacts on the natural environment.

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

Response: The subject property could be developed with office and single-family detached lots under the existing zoning. Old Milton Parkway is not an appropriate location for single-family detached use.

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

Response: The zoning proposal should not have significant impacts on public facilities or services. The proposal would represent an increased demand on roads, but would not impact schools or parks.

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

Response: The subject property is located in the Downtown Overlay, which includes opportunities for properties to develop under the Downtown zoning districts.

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

Response: The applicant's zoning proposal reflects a reasonable balance as the proposed development would result in the redevelopment of an existing funeral home and single-family structure. A funeral home is inconsistent with the type of business that is desired in the City's Downtown and Old Milton Parkway is an inappropriate location for a single-family lot.

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

Response: Office is a permitted use on two (2) of the three (3) parcels of land. The R-12 parcel can only be developed as a single-family lot, which is inconsistent with the development pattern along Old Milton Parkway. The proposed rezoning to DT-LW would allow for development that is consistent with the vision of the Downtown Master Plan.

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

Response: The proposal is consistent with the Comprehensive Land Use Plan designation of the property, which is 'Mixed Use Live Work'.

EXCEPTION REVIEW CRITERIA

The City of Alpharetta Unified Development Code Article IV, Section 4.5.3 outlines the criteria set forth for granting an exception. The ordinance specifically states..."an exception may be granted upon a finding that":

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

Response: Not applicable.

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

Response: The applicant states that the height exception is necessary to achieve a larger ground-floor height, which is consistent with the Downtown Code. Several developments in the Downtown have large ground-floor heights (up to 24'), including City Center, The Lofts, Liberty Hall and Teasley Place. Although the rooftop restaurant proposed for Building 'B' would be desirable in the Downtown, there is not enough information about the restaurant to justify the requested 4th story nor similar approvals in the immediate area. However, the rooftop restaurant represents only 28% of the area of the 4th story and due to topography the buildings will appear to have similar heights.

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

Response: Not applicable.

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

Response: Approval of the height exception should not cause substantial detriment to the public good, if conditions are approved limiting the building height to three (3) stories and 48'. The applicant states that the height exception is necessary to achieve a larger ground-floor height, which is consistent with the Downtown Code. Several developments in the Downtown have large ground-floor heights (up to 24'), including City Center, The Lofts, Liberty Hall and Teasley Place. Although the rooftop restaurant proposed for Building 'B' would be desirable in the Downtown, there is not enough information about the restaurant to justify the requested 4th story nor similar approvals in the immediate area. However, the rooftop restaurant represents only 28% of the area of the 4th story and due to topography the buildings will appear to have similar heights.

CONCURRENCES

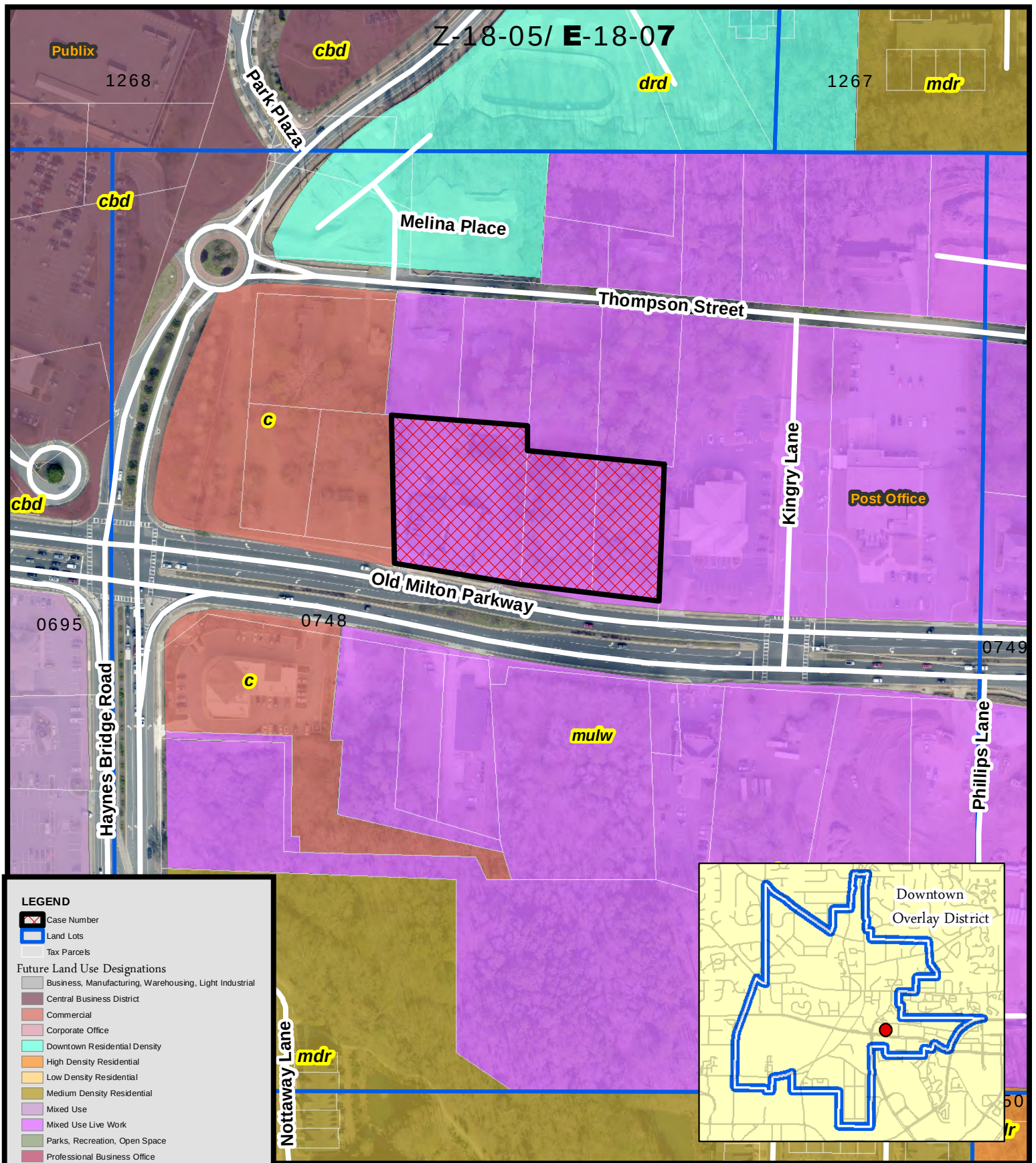
Staff has reviewed the applicant's proposal and finds that it can generally support the applicant's request for rezoning and height exception, if conditions are placed on the approval limiting the maximum height of both buildings to three (3) stories and 48'. The zoning proposal is consistent with the vision of the Downtown Master Plan and the City's Comprehensive Plan. The request to increase the building height by eight (8) feet to 48' is consistent with regulations in the Downtown Code, which encourage larger ground-floor heights. Although a rooftop restaurant is a desirable use in the Downtown, there is not enough information about the restaurant to justify the requested additional building story nor could Staff find similar approvals in the immediate area.

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 a few of the neighbors support the request and no concerns have been received.

IV. ATTACHMENTS:

- Site Plan
- Renderings

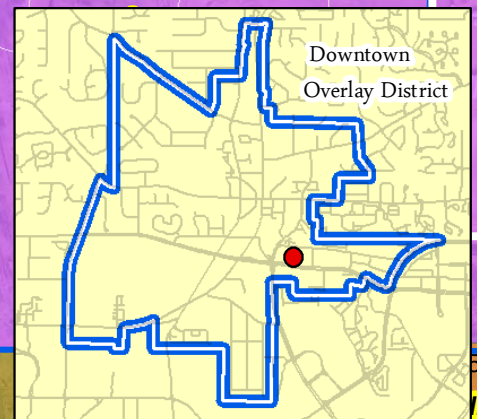


LEGEND

- Case Number
- Land Lots
- Tax Parcels

Future Land Use Designations

- Business, Manufacturing, Warehousing, Light Industrial
- Central Business District
- Commercial
- Corporate Office
- Downtown Residential Density
- High Density Residential
- Low Density Residential
- Medium Density Residential
- Mixed Use
- Mixed Use Live Work
- Parks, Recreation, Open Space
- Professional Business Office
- Public, Institutional, Education
- Residential Estate
- Very Low Density Residential



Future Land Use Kairos Old Milton LLC DT-LW

Z-18-05 / E-18-07

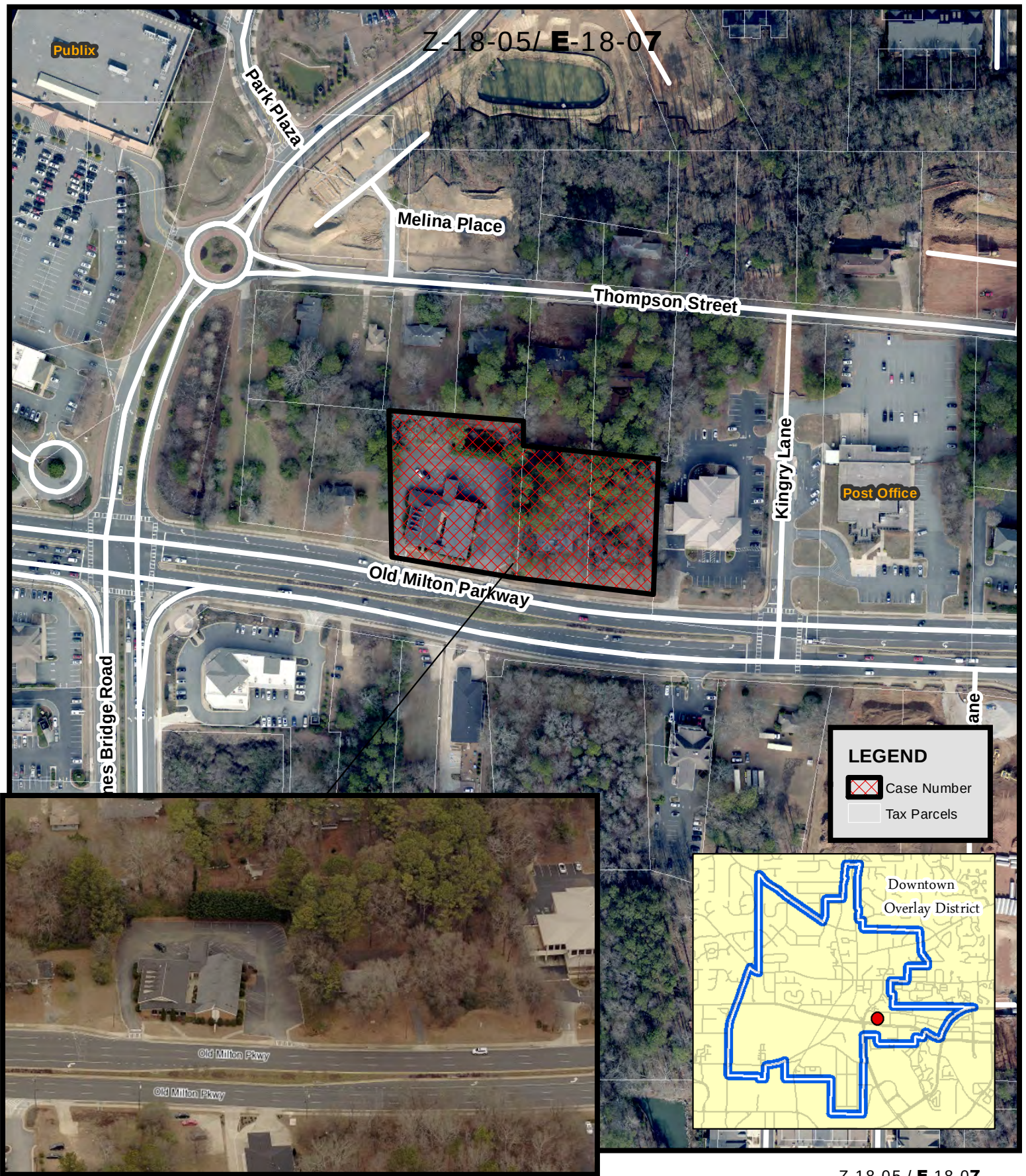
D/LL: 1/2/748

PC Date: 9/06/18

CC Date: 9/24/18

Location Map Provided by:
Community Development - GIS

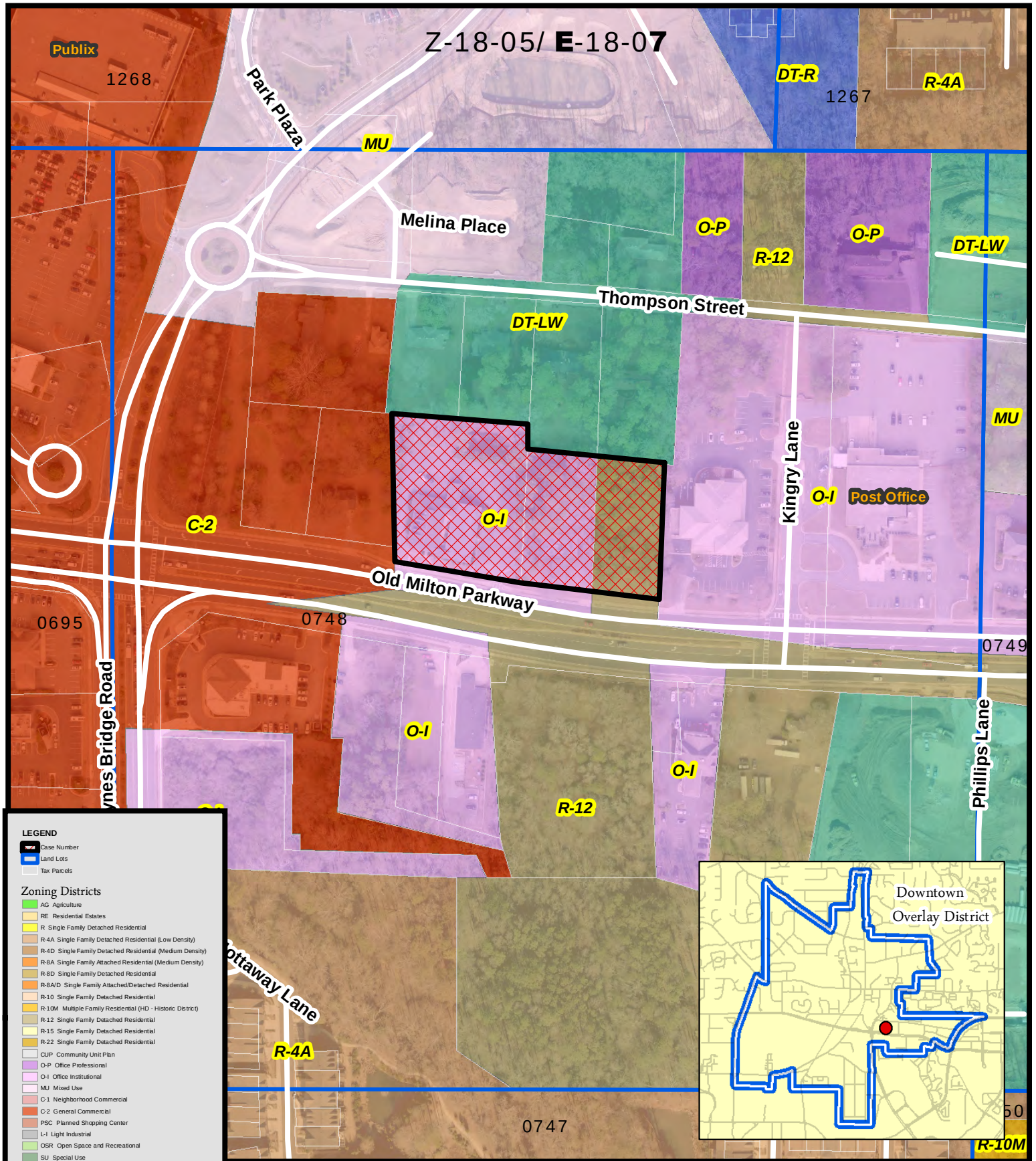




Aerial Map
Kairos Old Milton LLC
DT-LW

Z-18-05 / E-18-07
D/LL: 1/2/748
PC Date: 9/06/18
CC Date: 9/24/18

Location Map Provided by:
Community Development - GIS

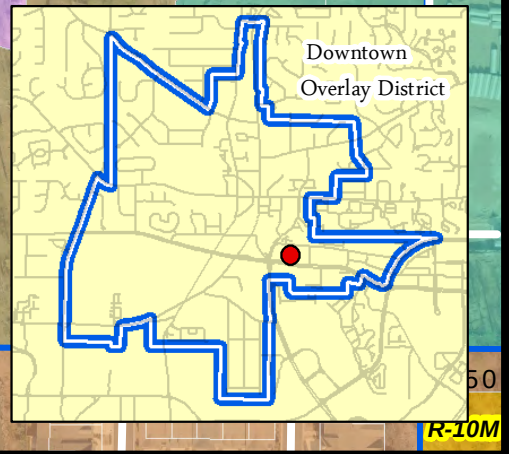


LEGEND

- Case Number
- Land Lots
- Tax Parcels

Zoning Districts

- AG Agriculture
- RE Residential Estates
- R Single Family Detached Residential
- R-4A Single Family Detached Residential (Low Density)
- R-4D Single Family Detached Residential (Medium Density)
- R-8A Single Family Attached Residential (Medium Density)
- R-8D Single Family Detached Residential
- R-8A/D Single Family Attached/Detached Residential
- R-10 Single Family Detached Residential
- R-10M Multiple Family Residential (HD - Historic District)
- R-12 Single Family Detached Residential
- R-15 Single Family Detached Residential
- R-22 Single Family Detached Residential
- CUP Community Unit Plan
- O-P Office Professional
- O-I Office Institutional
- MU Mixed Use
- C-1 Neighborhood Commercial
- C-2 General Commercial
- PSC Planned Shopping Center
- L-1 Light Industrial
- OSR Open Space and Recreational
- SU Special Use
- DT-C Downtown Core
- DT-MU Downtown Mixed-Use
- DT-LW Downtown Live-Work
- DT-R Downtown Residential

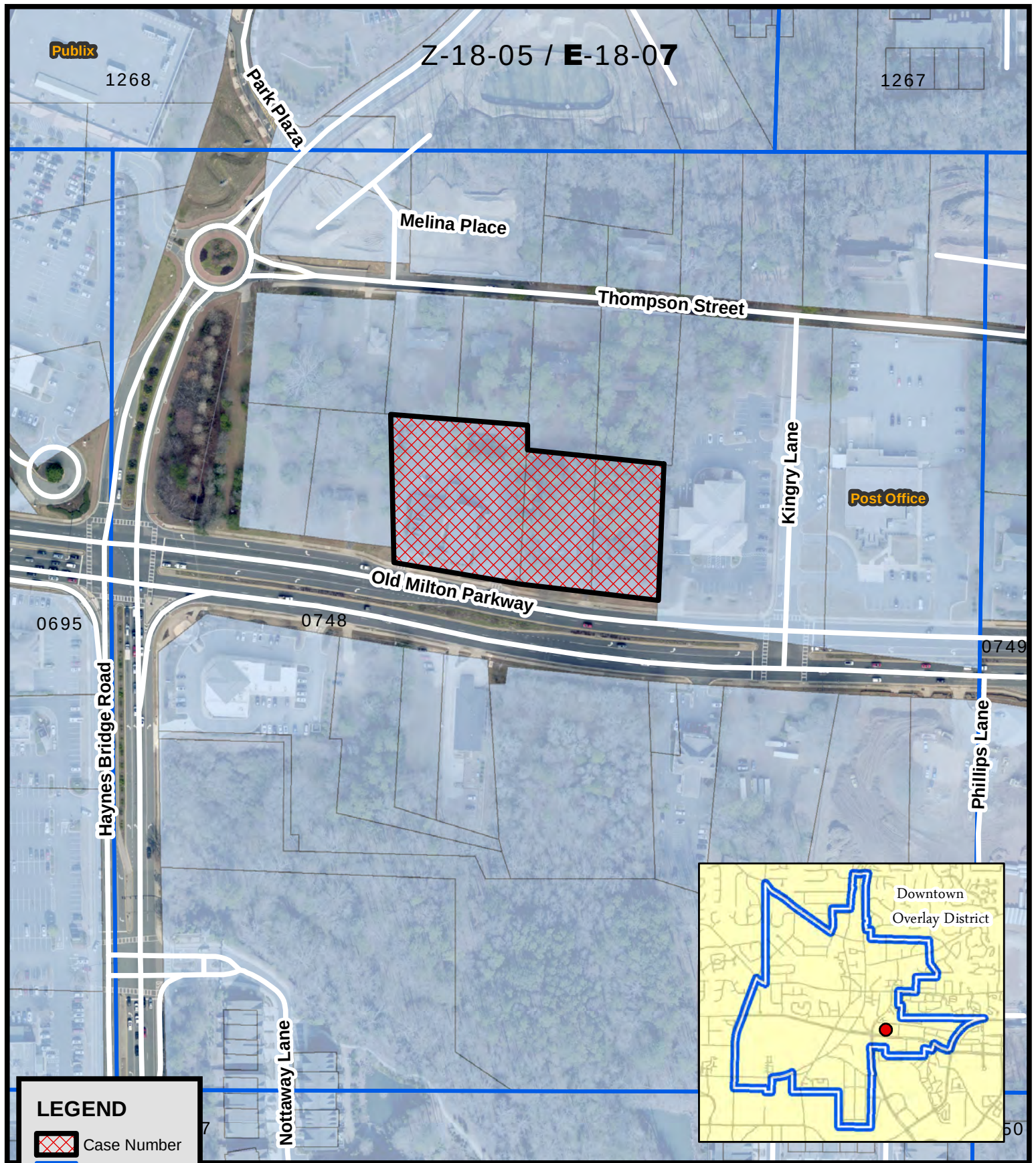


Zoning Map Kairos Old Milton LLC DT-LW

Z-18-05 / E-18-07
D/LL: 1/2/748
PC Date: 9/06/18
CC Date: 9/24/18

Location Map Provided by:
Community Development - GIS



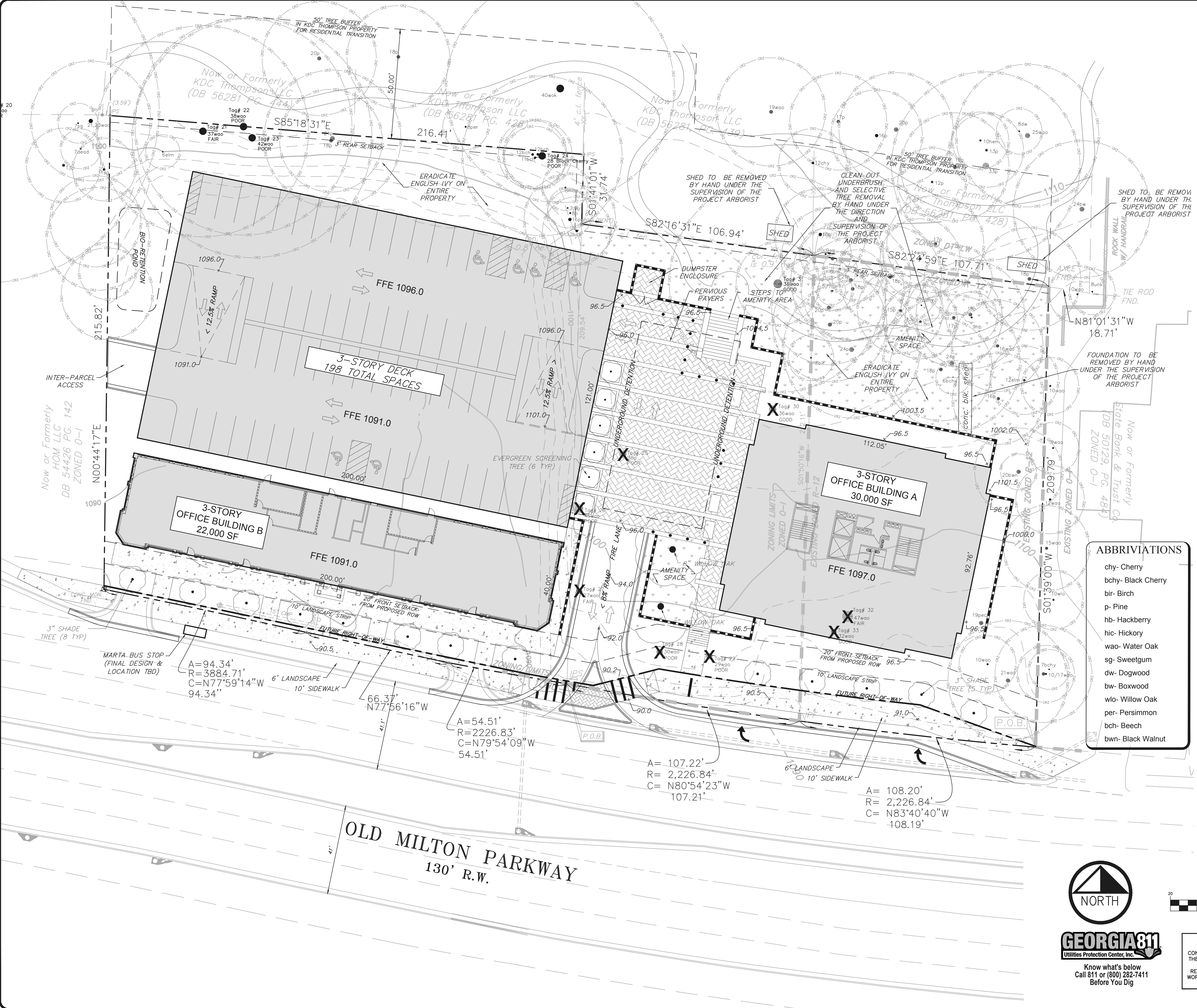


Location Map
Kairos Old Milton LLC
DT-LW

Z-18-05 / E-18-07
D/LL: 1/2/748
PC Date: 9/06/18
CC Date: 9/24/18

Location Map Provided by:
Community Development - GIS





SITE DATA		
SITE AREA: 94,220 SF (2.163 ACRES)		
ADDRESS: 2260 OLD MILTON PKWY (PIN 12 270307480305)		
2270 OLD MILTON PKWY (PIN 12 270307480487)		
2300 OLD MILTON PKWY (PIN 12 270307480479)		
EXISTING ZONING: O-1 AND R-12		
PROPOSED ZONING: DT-LW (DOWNTOWN LIVE WORK)		
PROPOSED USE: OFFICE BUILDING A 30,000 SF		
OFFICE BUILDING B 22,000 SF		
PROPOSED SETBACKS		
FRONT YARD: 20' (FROM FUTURE ROW)		
SIDE YARD: NONE		
REAR YARD: 3'		
MAX. BUILDING FOOTPRINT: 10,000 SF		
OFFICE BUILDING A 10,000 SF		
OFFICE BUILDING B 8,000 SF		
MAX. HEIGHT:		
BUILDING A: 48 FEET / 3-FLOORS (WITH VARIANCE)		
BUILDING B: 44 FEET / 3-FLOORS (WITH VARIANCE)		
MAX. LOT COVERAGE: 70% (65,954 SF)		
PROPOSED BUILDING COVERAGE: 48% (44,607 SF)		
MIN. AMENITY SPACE: 10% (9,422 SF)		
PROPOSED AMENITY SPACE: 10.1% (11,819 SF)		
PARKING REQUIREMENTS:		
OFFICE BUILDING A: 3 SP/1,000 SF = 90 SPACES		
OFFICE BUILDING B: 3 SP/1,000 SF = 66 SPACES		
TOTAL = 156 SPACES		
PROPOSED DECK REGULAR SPACES: 190 SPACES		
PROPOSED DECK HANDICAP SPACES: 8 SPACES		
TOTAL PARKING: 198 SPACES (ADDITIONAL SPACES FOR PARKING SHARING WITH NEIGHBORING DEVELOPMENT)		
9'x19' STANDARD PARKING STALL IN DECKS		

LEGEND		
	PROPOSED LIGHT POLE	
	PROPOSED MOVEMENT	
	EXISTING MOVEMENT	
	PROPERTY LINE	
	STONE WALL	
	POURED CONCRETE WALL	
	EXISTING CURB & GUTTER	
	EXISTING CURB & GUTTER TO BE REMOVED	
	PROPOSED CURB & GUTTER	

SIGHT DISTANCE

I, W. BARRY DUNLOP, A PROFESSIONAL ENGINEER IN THE STATE OF GEORGIA, HEREBY CERTIFY THE SIGHT DISTANCE FOR THE KDC OLD MILTON ENTRANCE ON OLD MILTON PARKWAY IS DESIGNED WITH ADEQUATE DISTANCE. THE REGULATED SPEED LIMIT ON THE APPROACHING THOROUGHFARE IS 35 MPH. THE DESIGNED SIGHT DISTANCE PROVIDES VISIBILITY OF +400 FEET TO THE LEFT AND +400 FEET TO THE RIGHT. THE SIGHT DISTANCE SHALL BE MEASURED FROM A POINT OF 15 FEET FROM THE EDGE OF THE TRAVEL LANE AND 3.5 FEET IN HEIGHT ABOVE THE ROADWAY.

- NOTES**
- THIS INFORMATION WAS TAKEN FROM THE TOPOGRAPHIC SURVEY BY BARTON SURVEYING, INC., DATED JUNE 7, 2017, AND DATED SEPTEMBER 5, 2017.
 - NO WELLS OR SEPTIC SYSTEMS ARE PROPOSED OR EXIST ON SITE.
 - ALL HANDICAP RAMP FORMS MUST BE APPROVED BY CITY LAND DISTURBANCE INSPECTOR PRIOR TO CONCRETE POUR.
 - ALL PROPOSED PAVING AND CURB PER ALPHARETTA STANDARD 901

GRAPHIC SCALE

(IN FEET)

1 inch = 20 ft.

*****CAUTION*****

THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTORS CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

ABBREVIATIONS	
chy-	Cherry
bchy-	Black Cherry
bir-	Birch
p-	Pine
hb-	Hackberry
hic-	Hickory
wao-	Water Oak
sg-	Sweetgum
dw-	Dogwood
bw-	Boxwood
wlo-	Willow Oak
per-	Persimmon
bch-	Beech
bwn-	Black Walnut



paradigm

Engineering Services, Inc.

Seven Dunwoody Park
Atlanta, GA 30338
(770) 605-6030
www.paradigmeng.net

Project No.	P-1605
Design By:	WBD
Drawn By:	LF
Checked By:	WBD
Date:	4/30/18
Scale:	1"=20'

No.	Revision	Date	Comments
1	ZONING PLAN REVISION - ADDRESS, STAFF COMMENTS	5/28/18	
2	ZONING PLAN REVISION - ADDRESS, STAFF COMMENTS	6/14/18	
3	REVISE BUILDING FOOTPRINT & ADD STAFF COMMENTS	7/19/18	
4	REVISE BUILDING A FOOTPRINT, INCREASE TREE SAVE	7/12/18	
5	REVISE AREA CALCULATIONS	8/20/18	
6	REVISE BUILDING B	10/12/18	

KDC MILTON, LLC

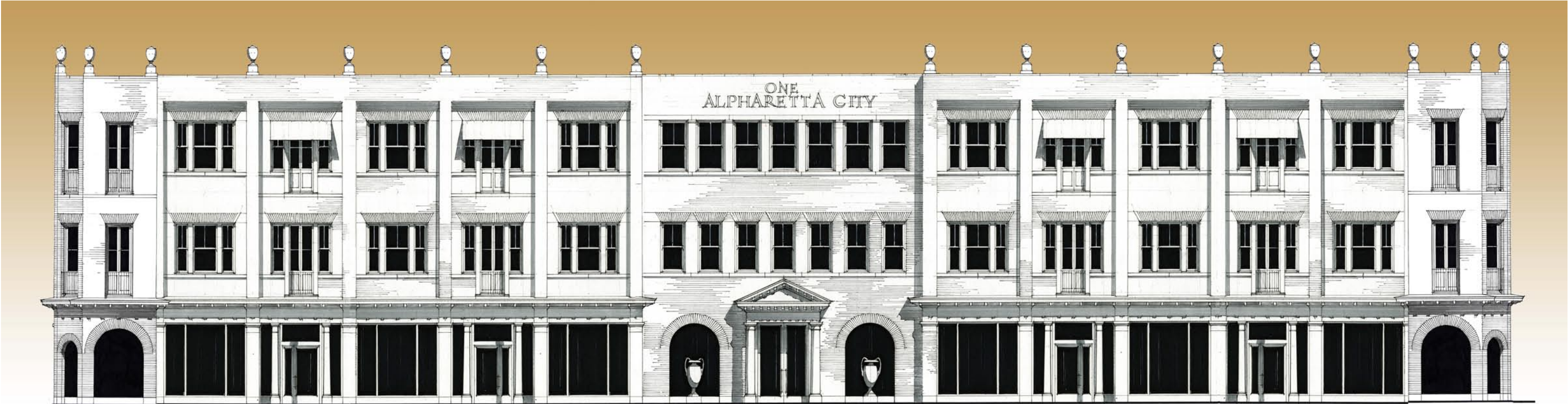
410 Peachtree Parkway
Suite 4245
Cumming, GA 30041
Phone: (404) 350-1444

ZONING SITE PLAN

ONE Alpharetta City

OLD MILTON PARKWAY
LAND LOT 747, 1ST DISTRICT, 2ND SECTION
CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA

Drawing No.
Z1



KAIROS DEVELOPMENT CORPORATION
— AUGUST 1, 2018 —
LEW OLIVER, INC.

OFFICE BUILDING B • 3 FLOORS • 25,260SF

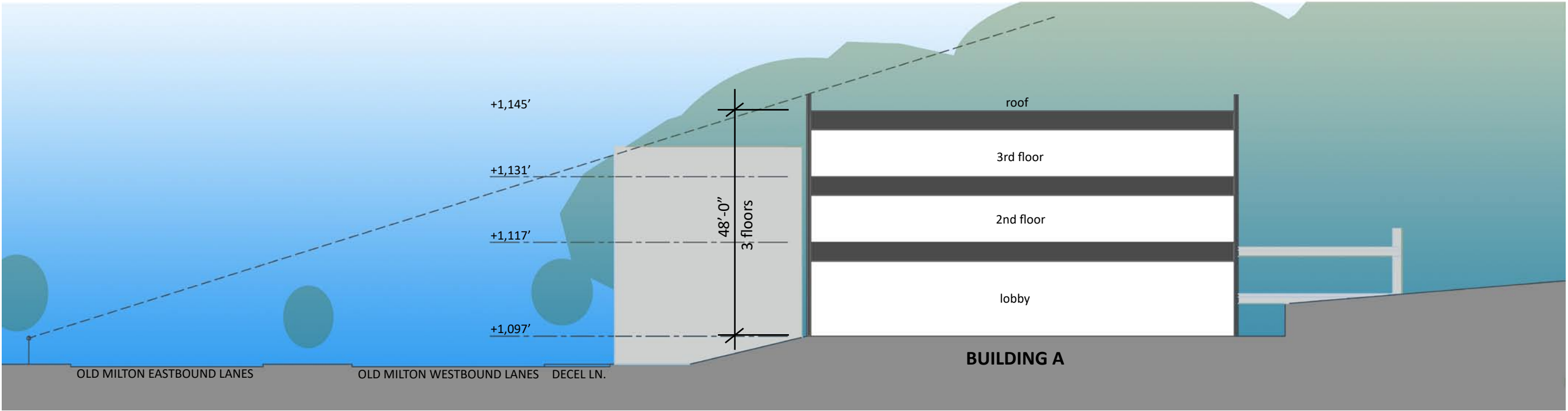
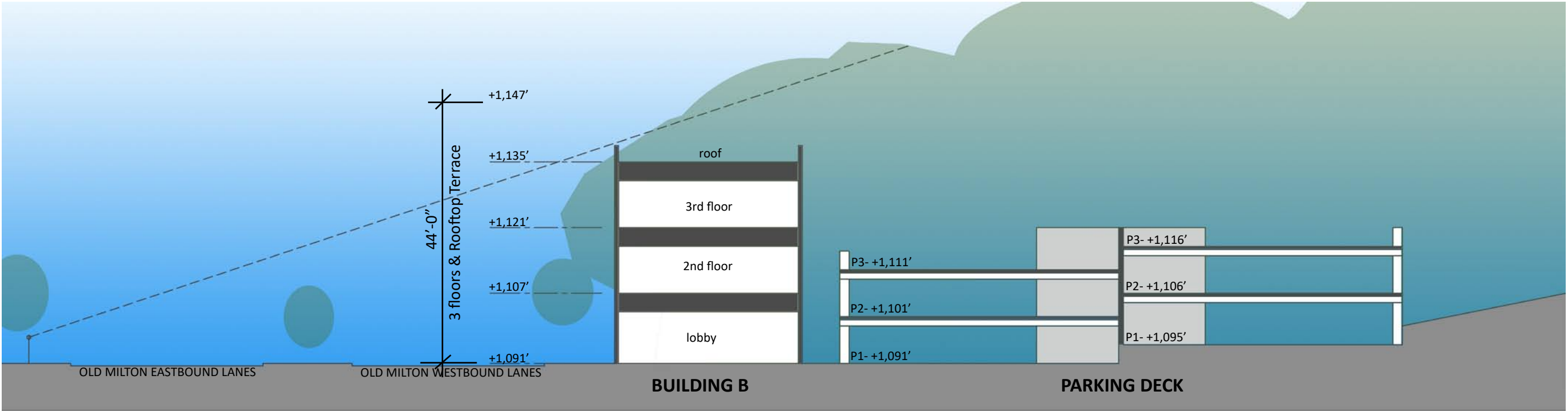
Architectural Style and Materials Narrative for Building B (200’ wide):

- The façade of Building B is designed in the Beaux Arts Style.
- The façade of Building B will be divided into 15 bays, 5bay groupings anchored by chamfered corners separated by a 3-bay spacer.
- Bays are defined by subtle offsets and abstracted pilasters. The 3-story composition begins with a classic retail storefront at the base (the piano nobile), defined with Tuscan pilasters and colonettes and a modillioned entablature which may contain a gilded sign band.
- Upper floors are composed of large ganged windows, flush jamb balconies, and shed awnings.
- The center “spacer”, contains a classical frontispiece characterized by 2 large Roman Doric columns supporting a modillioned pediment. This element is flanked with deep reveal arches and urns. Upper stories contain repetitive windows, the 3rd floor fenestration being defined by simple, square planned colonettes.
- The parapet is capped with cut stone and a urns which accent the vertical pilasters below.

ONE ALPHARETTA CITY



archetype
design



BUILDING HEIGHT EXHIBIT

ONE ALPHARETTA CITY



archetype
design



BUILDING B

BUILDING A

STATE BANK

CONTEXTUAL BUILDING HEIGHT PERSPECTIVE: FROM ACROSS OLD MILTON PARKWAY FACING NW

BUILDING HEIGHT EXHIBIT

O N E A L P H A R E T T A C I T Y





BUILDING B

BUILDING A

CONTEXTUAL BUILDING HEIGHT PERSPECTIVE: FROM ACROSS OLD MILTON PARKWAY FACING NE

BUILDING HEIGHT EXHIBIT

ONE ALPHARETTA CITY





ONE ALPHARETTA CITY



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: One Alpharetta City

Contact Name: Arthur Rountree Telephone: 404-401-0807

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

Public Participation Letters were mailed via certified mailing, notifying adjacent and nearby property owners of the proposed

application. The mailing list is attached. Personal meetings with our direct adjacent neighbors were also conducted face to

face with plans. There have been no concerns raised. We met with State Banks branch manager Connie Woltz (east neighbor)

and Lawson Finlayson with River Rock Development (west neighbor) and Tony and Joy Guven (south neighbors) and Mo Gayasuddin of 82 Thompson land owner and Mary Beth and Bram Kriger new home owners at Voyce Lot 1.

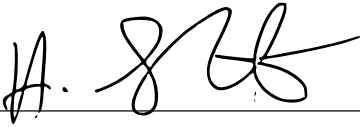
The response has been well received and the office concept has been welcomed.

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

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

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

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

Signature of Authorized Agent: 

Date: 08/29/2018

Print Form

Connie J Woltz
NMLS # 618434
Vice President
Branch Manager III
connie.woltz@statebt.com

**STATE
BANK**
& Trust Company

404-266-4207 ph
404-266-4215 f
770-714-9469 c
NMLS ID#441508

Absolutely.™

Connie- "This is fabulous looks great "

SABRI GUVEN
Fine Jewelry

TONY GUVEN
FAMILY OWNED AND OPERATED

2225 OLD MILTON PKWY
ALPHARETTA, GA 30009
TSGUVEN@AOL.COM

PHONE: 770-777-4800
FAX: 678-762-9100
SABRIGUVENFINEJEWELRY.COM

Tony - "This will bring more customers"


RIVER ROCK
Development, LLC

Lawson Finlayson
President

11785 Northfall Lane
Suite 510
Alpharetta, GA 30009
www.riverrockdevelopment.com

m: 678.736.7570
d: 678.736.7571
c: 404.630.0200
e: lawson@riverrockdevelopment.com

Lawson - "We will support you. If you'd like me to come to the meeting let me know"

**Home Owner
in Voice**

Mary Beth Kriger 7-855 2139
Bram

Mary Beth - "Good to see something nice going at the funeral home"

ALPHARETTA BK VENTURE LLC
Or Current Property Owner
6400 POWERS FERRY RD SUITE 100
ATLANTA GA 30339

CHAN TIN & ENG DANNY
Or Current Property Owner
3975 OLD MILTON PKWY # S 1
ALPHARETTA GA 30005

FULTON COUNTY GEORGIA
Or Current Property Owner
141 PRYOR ST
ATLANTA GA 30303

JBGL ATLANTA DEVELOPMENT LLC
Or Current Property Owner
2805 DALLAS PKWY SUITE 400
PLANO TX 75093

MC KNIGHT CAROLYN S
Or Current Property Owner
910 DOGWOOD TRL
HIAWASSEE GA 30546-3815

MULL JAMES R
Or Current Property Owner
2385 OLD MILTON PKY
ALPHARETTA GA 30009

RANSOPHER TAD D
Or Current Property Owner
82 THOMPSON ST
ALPHARETTA GA 30004

STATURE PROPERTIES LLC
Or Current Property Owner
675 SEMINOLE AVE SUITE 301
ATLANTA GA 30307

COOK KATHRYN E
2325 MELINA PL
ALPHARETTA GA 30009

CHRISTIE CHRIS N & CHRISTIE FRANCES B
2420 MELINA PL
ALPHARETTA GA 30009

AYCOCK ELVIN L
Or Current Property Owner
185 THOMPSON ST
ALPHARETTA GA 30004

CRP EAH TS L L C
Or Current Property Owner
2303 CUMBERLAND PKWY SE
ATLANTA GA 30339

HAYNES PARK NEIGHBORHOOD ASSOCIATION INC
Or Current Property Owner
500 SUGAR MILL RD BLDG/STE B200
SANDY SPRINGS GA 30350

K & S OLD MILTON LLC
Or Current Property Owner
3396 CAVERTON LANE
ALPHARETTA GA 30022

MILTON HALL LLC
Or Current Property Owner
2365 OLD MILTON PKY SUITE 200
ALPHARETTA GA 30009

NEWHALL LAND CO
Or Current Property Owner
2974 HARDMAN CT
ATLANTA GA 30305

SEISAN MFA PROPERTIES LLC
Or Current Property Owner
2425 OLD MILTON PKWY
ALPHARETTA GA 30009

UNITED STATES POSTAL SERVICE
Or Current Property Owner
1735 NORTH BROWN RD SUITE 200
LAWRENCEVILLE GA 30043-8153

MORACA LISA
2400 MELINA PL
ALPHARETTA GA 30009

BUCKLEY KERRY M TR
Or Current Property Owner
1985 SOUTHERS CIR
SUWANEE GA 30024

DREYFUS PROPERTIES L L C
Or Current Property Owner
6094 ODELL ST
CUMMING GA 30040

HOM LLC
Or Current Property Owner
11785 NORTHFALL LANE SUITE 510
ALPHARETTA GA 30009

KDC THOMPSON LLC
Or Current Property Owner
410 PEACHTREE PKWY STE 4245
CUMMING GA 30041

MOSS LESLIE MOSS RHONDA
Or Current Property Owner
112 THOMPSON ST
ALPHARETTA GA 30004

PUBLIX SUPER MARKETS INC
Or Current Property Owner
P O BOX 32018
LAKELAND FL 33802-2018

STATE BANK & TRUST COMPANY
Or Current Property Owner
4219 FORSYTH RD
MACON GA 31208

MILLER CONNOR & MILLER KATHERINE ELIZABETH
2410 MELINA PL
ALPHARETTA GA 30009



Subject Property: 2260, 2270, 2300 Old Milton Parkway

Letter of Intent

The subject property is located on the north side of Old Milton Parkway and on the east side of Haynes Bridge Road (next to State Bank). It is approximately 2.163 acres that includes an existing funeral home/crematory and an old blue dilapidated commercial house.

The property consists of (3) three separate parcels, including:

- 2260 Old Milton Pkwy (zoned OI) Parcel ID 12 270307480305
- 2270 Old Milton Pkwy (zoned OI) Parcel ID 12 27030707480487
- 2300 Old Milton Pkwy (zoned R12) Parcel ID 12 270307480479

The Applicant, Kairos Development Corporation, Inc. (“Applicant”), requests to change the current zoning of all (3) three parcels to DT-LW. Currently the properties are zoned OI and R12. The DT-LW zoning is consistent with the vision for the Alpharetta Comprehensive Plan and the Downtown Future Land Use. The request supports DT-LW for this location. The applicant has carefully designed the site to reflect what today’s office tenants desire, which is walkable amenities in a Live Work environment.

The proposed development will be greatly benefited by the new Alpha Loop and City Center that is currently under construction. The Office tenants will be able to walk to the cafes for a sandwich and take a stroll on the Alpha Loop at lunch.

The Applicant seeks to construct:

- (1) One professional 3 story, 30,000 square foot office “Building A”. The brick and glass office building will have a 10,000 SF footprint with a 48’ maximum height restriction.
- (1) One professional 3 story 22,260SF office “Building B” plus a 4th story 3,000 square foot rooftop open-air restaurant with an outdoor roof terrace. The professional office “Building B” faces Old Milton Parkway and screens the parking garage to hide it from view.
- (1) one parking garage to provide 198 spaces that is screened by professional office “Building B”.

The Applicant is requesting:

- To change the zoning to all (3) parcels to DT-LW.
- A variance is requested to increase the maximum building height of the 30,000 square foot office building from 3 stories and 40’ to 3 stories and 48’.
- A variance is requested to increase the maximum building height of the 22,260 square foot professional office building from 3 stories and 40’ to 4 stories and 56’ to allow for a 3,000 square foot covered, open air restaurant use.

The project will help the City accomplish its planning objectives through the emphasis on pedestrian connectivity and walkable downtown office. The rooftop venue will utilize parking during evening hours, when traffic and office parking needs are diminished. Additionally, this project will provide a beautiful, classical aesthetic to the street-scape which serves as gateway to the City Center coming from Avalon. The Applicant respectfully asks that the city council to approve the DT-LW zoning with variances as requested.

Sincerely,

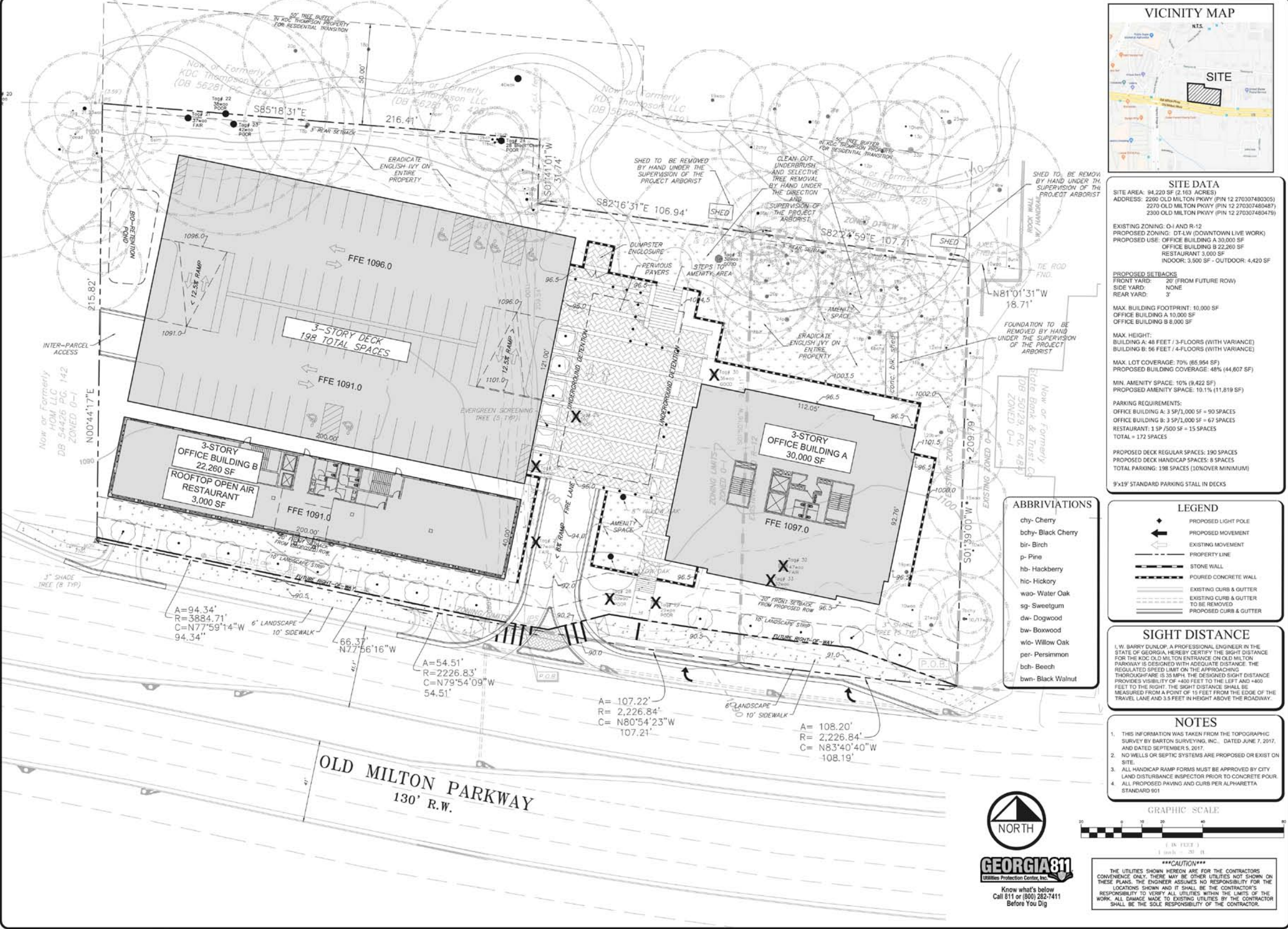
H. Arthur Rountree
Kairos Development Corporation, Inc.

LETTER OF INTENT

O N E A L P H A R E T T A C I T Y



a r c h e t y p e
d e s i g n 



SITE DATA

SITE AREA: 94,220 SF (2.163 ACRES)
ADDRESS: 2280 OLD MILTON PKWY (PIN 12 270307480305)
2270 OLD MILTON PKWY (PIN 12 270307480487)
2300 OLD MILTON PKWY (PIN 12 270307480479)

EXISTING ZONING: O-1 AND R-12
PROPOSED ZONING: DT-LW (DOWNTOWN LIVE WORK)
PROPOSED USE: OFFICE BUILDING A 30,000 SF
OFFICE BUILDING B 22,260 SF
RESTAURANT 3,000 SF
INDOOR: 3,500 SF - OUTDOOR: 4,420 SF

PROPOSED SETBACKS

FRONT YARD: 20' FROM FUTURE ROW
SIDE YARD: NONE
REAR YARD: 3'

MAX. BUILDING FOOTPRINT: 10,000 SF
OFFICE BUILDING A 10,000 SF
OFFICE BUILDING B 8,000 SF

MAX. HEIGHT:
BUILDING A: 48 FEET / 3-FLOORS (WITH VARIANCE)
BUILDING B: 56 FEET / 4-FLOORS (WITH VARIANCE)

MAX. LOT COVERAGE: 70% (65,954 SF)
PROPOSED BUILDING COVERAGE: 48% (44,607 SF)

MIN. AMENITY SPACE: 10% (9,422 SF)
PROPOSED AMENITY SPACE: 10.1% (11,819 SF)

PARKING REQUIREMENTS:
OFFICE BUILDING A: 3 SP/1,000 SF = 90 SPACES
OFFICE BUILDING B: 3 SP/1,000 SF = 67 SPACES
RESTAURANT: 1 SP/500 SF = 15 SPACES
TOTAL = 172 SPACES

PROPOSED DECK REGULAR SPACES: 190 SPACES
PROPOSED DECK HANDICAP SPACES: 8 SPACES
TOTAL PARKING: 198 SPACES (10% OVER MINIMUM)

9'x19' STANDARD PARKING STALL IN DECKS

ABBREVIATIONS

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wao- Water Oak
sg- Sweetgum
dw- Dogwood
bw- Boxwood
wio- Willow Oak
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bch- Beech
bwn- Black Walnut

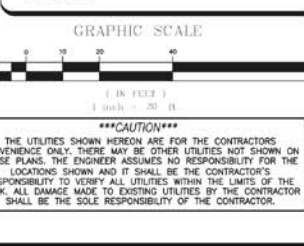
LEGEND

PROPOSED LIGHT POLE
PROPOSED MOVEMENT
EXISTING MOVEMENT
PROPERTY LINE
STONE WALL
POURED CONCRETE WALL
EXISTING CURB & GUTTER
EXISTING CURB & GUTTER TO BE REMOVED
PROPOSED CURB & GUTTER

SIGHT DISTANCE

L.W. BARRY DUNLOP, A PROFESSIONAL ENGINEER IN THE STATE OF GEORGIA, HEREBY CERTIFY THE SIGHT DISTANCE FOR THE KDC OLD MILTON ENTRANCE ON OLD MILTON PARKWAY IS DESIGNED WITH ADEQUATE DISTANCE. THE REGULATED SPEED LIMIT ON THE APPROACHING THOROUGHFARE IS 35 MPH. THE DESIGNED SIGHT DISTANCE PROVIDES VISIBILITY OF 400 FEET TO THE LEFT AND 400 FEET TO THE RIGHT. THE SIGHT DISTANCE SHALL BE MEASURED FROM A POINT OF 15 FEET FROM THE EDGE OF THE TRAVEL LANE AND 3.5 FEET IN HEIGHT ABOVE THE ROADWAY.

- NOTES**
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 - ALL HANDICAP RAMP FORMS MUST BE APPROVED BY CITY LAND DISTURBANCE INSPECTOR PRIOR TO CONCRETE POUR.
 - ALL PROPOSED PAVING AND CURB PER ALPHARETTA STANDARD 901



Project No. P-1605

Design By: WBD
Drawn By: LBF
Checked By: WBD
Date: 4/30/18
Scale: 1"=20'

Revision

No.	Date	Revision
1	5/29/18	ZONING PLAN REVISION - ADDRESS STAFF COMMENTS
2	7/9/18	REVISION - ADDRESS STAFF COMMENTS
3	7/9/18	REVISION - ADDRESS STAFF COMMENTS
4	7-12-18	REVISION - ADDRESS STAFF COMMENTS

KDC MILTON, LLC
410 Peachtree Parkway
Suite 4245
Cumming, GA 30041
Phone: (404) 350-1444

ZONING SITE PLAN
ONE Alpharetta City
OLD MILTON PARKWAY
LAND LOT 747, 1ST DISTRICT, 2ND SECTION
CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA

Drawing No.
Z1

ONE ALPHARETTA CITY





ONE ALPHARETTA CITY





OFFICE BUILDING A • 3 FLOORS • 30,000SF

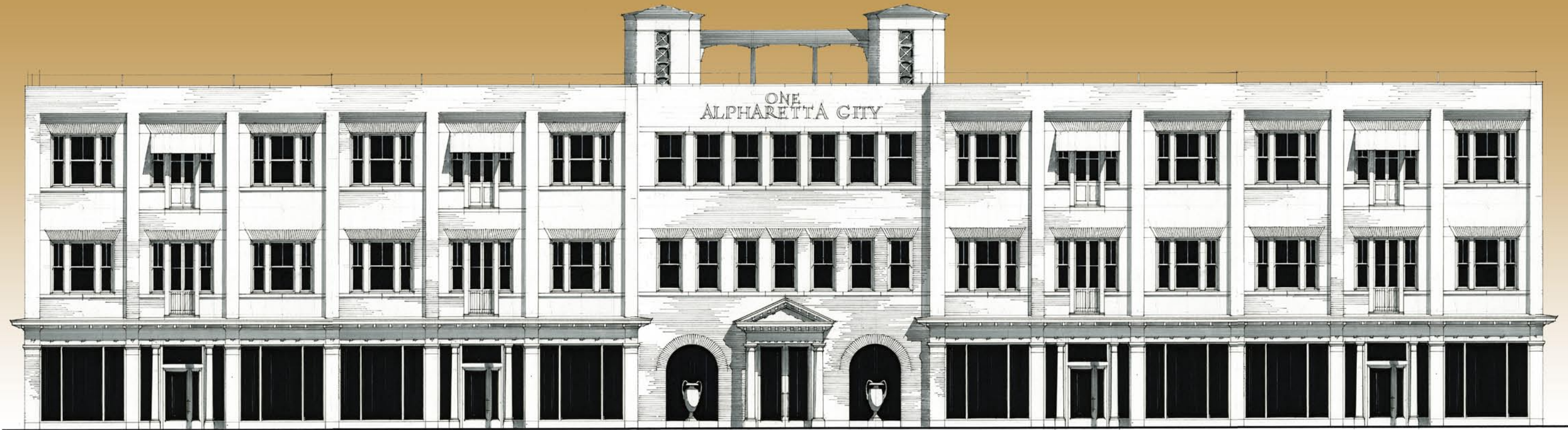
Architectural Style and Materials Narrative for Building A (110’ wide):

- The façade of BuildingA is designed in the Beaux Arts Style.
- The façade of Building A will be defined by a 3-part composition, divided into 3 bays each, totaling 9. The center 3 bays will project 1’ and are emphasized by a massive pediment. The 3story ensemble will be composed of a larger scaled arcaded ground floor (the piano nobile) with classic retail storefronts. The 2nd story will be next in importance, with large mullioned windows. The 3rd story will contain slightly diminished window sizes, that gain prominence due to their lofty height and proximity to the cornice.
- Shadow brick, cut Roman and jack arches, cut stone sills and water table base, and a heavy modillioned cornice provide period tailoring to the building facades.
- A classical building with a Georgian dialect, the frontispiece features a carved keystone and festoon. The tympanum is accented with a roundel, complete with brick keys. An oversized 6 panel door is flanked by spare and noble sconces.

ONE ALPHARETTA CITY



archetype
design 



KAIROS DEVELOPMENT CORPORATION
— AUGUST 1, 2018 —
LEW OLIVER, INC.

OFFICE BUILDING B • 3 FLOORS + ROOF TERRACE • 25,260SF

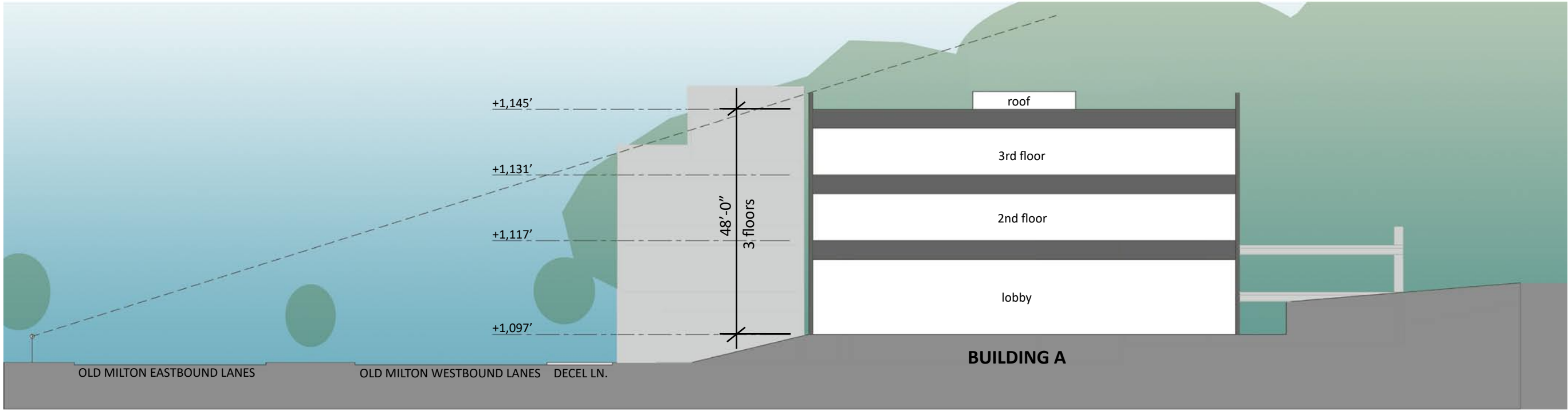
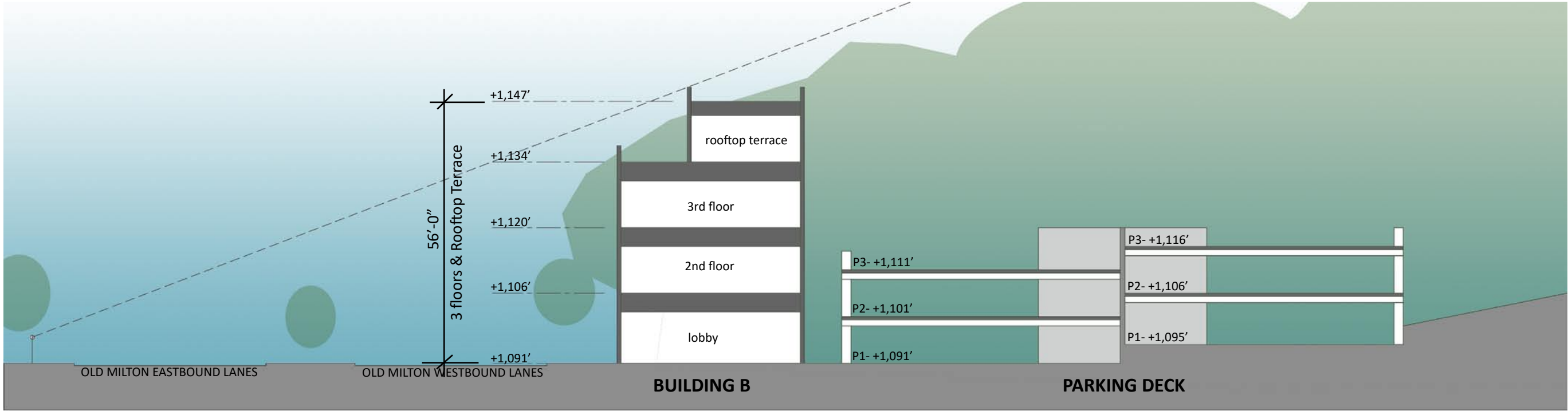
Architectural Style and Materials Narrative for Building B (200’ wide):

- The façade of Building B is designed in the Beaux Arts Style.
- The façade of Building B will be divided into 15 bays, 6 bay groupings anchoring the corners separated by a 3-bay spacer.
- Bays are defined by subtle offsets and abstracted pilasters. The 3-story composition begins with a classic retail storefront at the base (the piano nobile), defined with Tuscan pilasters and colonettes and a modillioned entablature which may contain a gilded sign band.
- Upper floors are composed of large ganged windows, flush jamb balconies, and shed awnings.
- The center “spacer”, contains a classical frontispiece characterized by 2 large Roman Doric columns supporting a modillioned pediment. This element is flanked with deep reveal arches and urns. Upper stories contain repetitive windows, the 3rd floor fenestration being defined by simple, square planned colonettes.
- The building is crowned by a pair of classical pavilions with breezeblock panels linked with a pergola element. The parapet is capped with cut stone and a glass rail.

ONE ALPHARETTA CITY



archetype
design



BUILDING HEIGHT EXHIBIT

ONE ALPHARETTA CITY





Memorandum

Date: August 16, 2018

From: Marc R. Acampora, PE

Subject: Trip Generation for One Alpharetta City, Old Milton Parkway Proposed Office and Bar Development
City of Alpharetta, Georgia

The trip generation was calculated for a proposed multi-use office and bar development on Old Milton Parkway, east of Haynes Bridge Road, in the City of Alpharetta. The location of the site is shown in Figure 1 and the proposed site plan is presented in Figure 2.

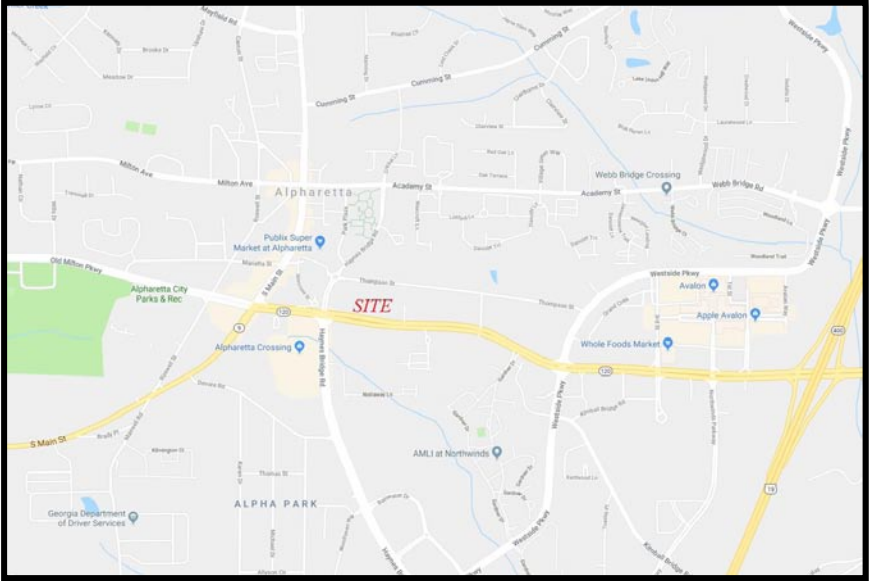
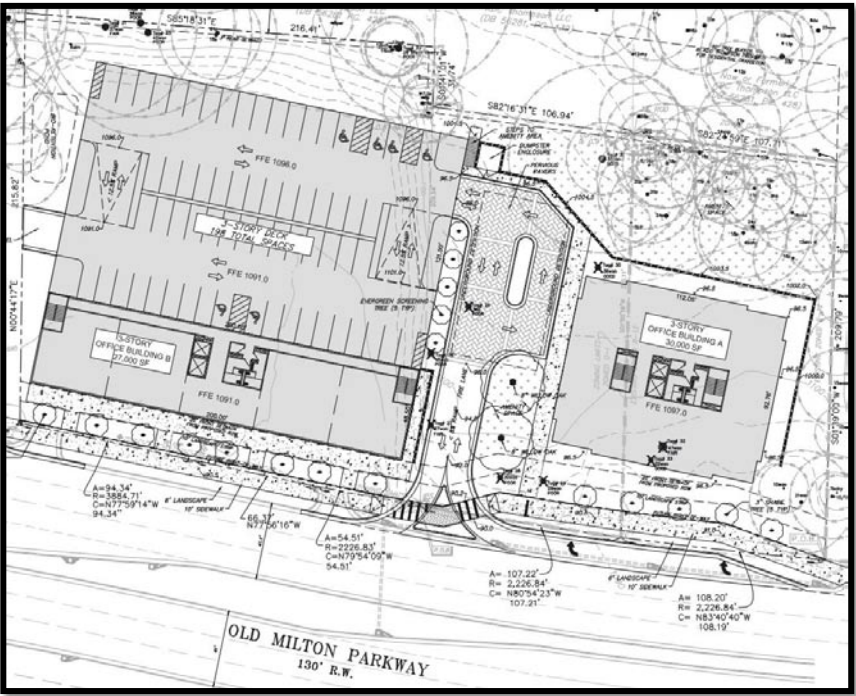


Figure 1 – Site Location Map



site plan by Paradigm Engineering

Figure 2 – Site Plan

The project will include two buildings with 30,000 square feet of office in Building A and 22,260 square feet of office in Building B (for a total of 52,260 square feet of office; note numbers have changed slightly from those shown on plan) plus a bar with 3,000 square feet of interior space and a 4,420 square foot rooftop patio. Parking will be served by a deck and vehicular access will be provided at one right-in / right-out access along the north side of Old Milton Parkway as well as an interparcel connection to the adjacent property to the west.

The volume of traffic that will be generated by the proposed development was calculated using the equations and rates in the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 10th Edition (the current edition). The trip generation for the office was calculated using ITE Land Use 710 – General Office Building. The trip generation for the rooftop bar was calculated using ITE Land Use 925 – Drinking Place. It is expected that the patio will be a significant portion of the bar’s regularly-used space and will see heavy use through much of the year. Therefore, the patio square footage was combined with that of the interior space for the trips calculations. Note that no trip data was available for the bar for the a.m. peak hour or a 24-hour period. Given the typical operation of a bar, it is expected that trip activity in the morning peak hour will be negligible. The 24-hour number was estimated by using the trip data for ITE Land Use 931 – Quality Restaurant, which also has very low morning trip generation and somewhat similar trip characteristics to the high quality bar that this is expected to be. A ratio was

developed of the average trip rates for the 24-hour weekday to the p.m. peak hour ($83.84/7.80 = 10.75$) and that ratio was applied to the p.m. calculated trips for the bar to produce the weekday trips for the bar.

Sometimes, pass-by trips are subtracted from retail and restaurant land uses to represent trips that are already passing the site and will just stop for retail or dining purposes enroute to their final destination. In this case, it is expected that this rooftop bar will be highly destination-oriented and that pass-by trips will be low. Therefore, to be conservative, no pass-by reduction was applied to the bar trip generation.

The trip generation calculations are summarized in Table 1.

Table 1 – One Alpharetta City Trip Generation

Land Use	ITE Code	Size	A.M. Peak Hour			P.M. Peak Hour			24-Hour		
			In	Out	Total	In	Out	Total	In	Out	Total
General Office	710	52,260 ft ²	69	11	80	11	56	67	308	308	616
Drinking Place	925	7,420 ft ²	na	na	na	55	29	84	451	451	902
Total			69	11	80	66	85	151	759	759	1,518

The proposed development will generate 80 new trips in the a.m. peak hour, 151 new trips in the p.m. peak hour, and 1,518 new trips in a 24-hour weekday.

TRIP GENERATION REPORT

ONE ALPHARETTA CITY



archetype
design



BUILDING B

BUILDING A

STATE BANK

CONTEXTUAL BUILDING HEIGHT PERSPECTIVE: FROM ACROSS OLD MILTON PARKWAY FACING NW

BUILDING HEIGHT EXHIBIT

O N E A L P H A R E T T A C I T Y





BUILDING B

BUILDING A

CONTEXTUAL BUILDING HEIGHT PERSPECTIVE: FROM ACROSS OLD MILTON PARKWAY FACING NE

BUILDING HEIGHT EXHIBIT

ONE ALPHARETTA CITY





City Council Meeting and Public Hearing STAFF REPORT

Submitting Department: Community Development

Submitted By:

Meeting Date: October 15, 2018

I. AGENDA ITEM TITLE: PH-18-10: EDISON ROAD ABANDONMENT

CONSIDERATION OF A REQUEST TO ABANDON A PORTION OF THE EDISON ROAD RIGHT-OF-WAY. THE PROPERTY IS LOCATED AT THE TURNAROUND AREA OF EDISON ROAD AND IS LEGALLY DESCRIBED AS BEING LOCATED IN LAND LOT 1176, 2ND DISTRICT, 1ST SECTION, FULTON COUNTY, GEORGIA.

II. RECOMMENDATION:

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:

Edison Dr Road Abandonment CC Staff Report Final, Aerial View, CBRE Edison Map_V4_JRG, Edison Alternate Roundabout still working in ROW, Proposed Dryden Road Extension Package, Public Notification Letters of Support, Edison ROW App_Combined, Aerial Map, Round about-C4.01 SITE (2), Resolution Edison ROW



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT

SUBMITTED BY: KATHI COOK

DRAFTED BY: MICHAEL WOODMAN

I. AGENDA ITEM TITLE: PH-18-10 EDISON DRIVE ROAD ABANDONMENT

CITY COUNCIL: OCTOBER 15, 2018

II. RECOMMENDATION:

Deny PH-18-10 Edison Drive Road Abandonment request to abandon a portion of the Edison Drive public right-of-way. However, permit a 7' building front setback along right of way with the following conditions:

1. Provide a heavily planted 10' landscape strip adjacent to existing residential property. Parking lot shall be setback a minimum of 35'.
2. Roundabout shall be constructed at the existing intersection with the ATT private drive to be approved by Staff. Existing City pavement ROW outside of new roundabout may be removed, sodded and landscaped as approved by Staff.

III. REPORT IN BRIEF:

The applicant, Joe McGorrey, requests a road abandonment for a portion of the Edison Drive right-of-way. The applicant proposes replacing the existing turnaround with a new roundabout on the applicant's property and in conjunction with the Edison at Alpharetta loft office development. The proposed abandonment would allow a proposed office building to meet the required front setback. The portion of Edison Drive to be abandoned is located at the south end of the right-of-way within a turnaround area.

DISCUSSION

A road abandonment is requested for a portion of the Edison Drive right-of-way, which is approximately 0.172 acres (~7,500 square feet). The road abandonment would allow the right-of-way to be incorporated into the 23-acre Edison at Alpharetta loft office development with a new turnaround located on the applicant's property. The abandonment would allow a proposed office building to meet the required front setback. The portion of Edison Drive to be abandoned is located at the south end of the right-of-way within a turnaround area.

The applicant shows a new roundabout internal to the site that would be open for public access but maintained by the applicant. This roundabout could be moved to the intersection with the private drive to provide better flow since this private drive is used heavily and will need to compete with a large number of cars leaving the Edison parking lot. The current "T" intersection could be moved north within existing right of way and a portion of applicant's property to create a roundabout. A building setback of 7' from the right of way could be supported due to the low traffic speeds.

CONCURRENCES

According to the City's Transportation Engineer, the requested abandonment would not hinder private drive access through the AT&T property to the west, however placing the roundabout at the intersection could help existing and future traffic flow. Another connection in the future could align with Dryden Road at North Point Parkway, along AT&T's northern property line, as opposed to the alternate connection along AT&T's southern property line (see exhibit below). However, there is no timeline for the connection. If a roundabout is needed for the development, the location should be at the existing intersection instead of within their internal parking lot.



COMMUNITY ZONING INFORMATION MEETING

The CZIM was held on September 12, 2018. Two (2) residents signed-in with comments or concerns over needing more greenspace/buffer between the applicant's office development and Eastgate subdivision to the south.

IV. ATTACHMENTS:

- Survey & Legal Description
- Edison at Alpharetta Site Plan
- Resolution

Edison North Fulton Aerial





MANSELL RD

NORTHPOINT MALL

EXIT 09 TO BUCKHEAD / ATLANTA

HAYNES BRIDGE RD

TO JOHN'S CREEK

OLD MILTON PKWY

EXIT 10

AVALON

RETAIL

LIFETIME FITNESS

WEBB BRIDGE RD

400

BIG CREEK GREENWAY

THE EDISON ALPHARETTA

NORTH POINT PKWY

WINDWARD PARK (FUTURE MIXED USE)

maita

FUTURE ACCESS ROAD

FUTURE TRAFFIC LIGHT

WALKABLE RETAIL

WINDWARD PKWY

Marriott

TO MILTON

WESTSIDE PKWY

GOLF CLUB OF GEORGIA

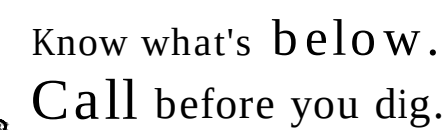
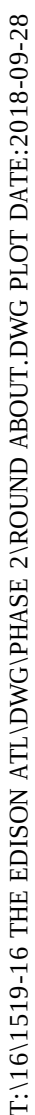
EDISON DR

EXIT 11

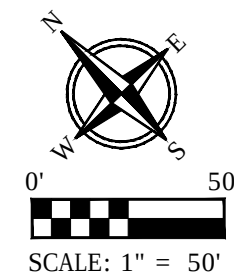
TO FORSYTH CO

N

CBRE



THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.



ZONING: CUP
NOW OR FORMERLY
SELIG ENTERPRISES, INC
(DB 25372, PG. 254)
PARCEL ID: 21 554011750223

ZONING: CUP
NOW OR FORMERLY
SELIG ENTERPRISES, INC
(DB 25372, PG. 254)
PARCEL ID: 21 554011750223

ZONING: CUP
NOW OR FORMERLY
**AMERICAN HONDA
MOTOR CO. INC.**
(DB 25214, PG. 60)
PARCEL ID: 21 554011750256

PHASE 1 CONSTRUCTION

OWNER:
WINDWARD WEBB, LI
(DB 42027, PG. 94)
(PB 371, PG. 75-80)
PARCEL ID: 21 550011760120

ZONING: CUP
NOW OR FORMERLY
**AT&T RESOURCE
MANAGEMENT CORP.**
(DB 11927, PG. 196)
PARCEL ID: 21 550011760089

ZONING: CUP
NOW OR FORMERLY
CDCG 3 AW LP
(DB 53665, PG. 301)
EASTGATE PHASE 2
(OPEN SPACE)
(PB 381, PG. 106-112)

ZONING: CUP
 NOW OR FORMERLY
**ASHTON ATLANTA
 RESIDENTIAL, LLC**
 (DB 56716, PG. 517)
 EASTGATE PHASE 2
 (OPEN SPACE)
 (PB 381, PG. 106-112)
 PARCEL ID: 21 550011791183

ZONING: CUP
NOW OR FORMERLY
ASHTON ATLANTA
RESIDENTIAL, LLC
(DB 56716, PG 517)
EASTGATE PHASE 2
(OPEN SPACE)
(PB 381, PG. 106-112)
PARCEL ID: 21 5500117

ZONING: CUP
NOW OR FORMERLY
**ASHTON ATLANTA
RESIDENTIAL, LLC**
(DB 56716, PG.517)
EASTGATE PHASE
(OPEN SPACE)
(PB 381, PG. 1)
PARCEL ID: 21

50' CONSTRUCTION
EASEMENT
(DB 21522, PG. 240)
EXCEPTION NO. 16

ZONING: CUP
EASTGATE PHASE 2
(PB 381, PG. 106-112)

49
20' DRAINAGE
EASEMENT
PER PB 381
106-1*

- 20' SANITARY
SEWER
EASEMENT
(PER PB 381,
PG. 106-112)

30' UTILITY EASEMENT
(DB 21522, PG. 240)
EXCEPTION NO. 16

LANDIS EVANS
+ PARTNERS

1954 AIRPORT ROAD
#123
CHAMBLEE, GA 30341
OFFICE: 404-855-7254

[illegible]

THESE DRAWINGS ARE FOR THE EXCLUSIVE USE OF LANDIS, EVANS AND PARTNERS, INC., AND MAY NOT BE DUPLICATED, REPRODUCED OR USED IN ANY MANNER WITHOUT THE EXPRESS WRITTEN CONSENT OF LANDIS, EVANS AND PARTNERS, INC. ALL RIGHTS RESERVED.

EDISON OFFICE BUILDING PHASE 2

TPA GROUP
3350 RIVERWOOD PARKWAY, SUITE 750
ATLANTA, GA 30339



VERT. DATUM:
TO CONVERT TO N??DXX +/- X.XX FT
DESIGNED BY:
DRAWN BY:
CHECKED BY:
PROJECT NO: 1519-16

SITE PLAN

SHEET NUMBER:
C4.01

10/4/18

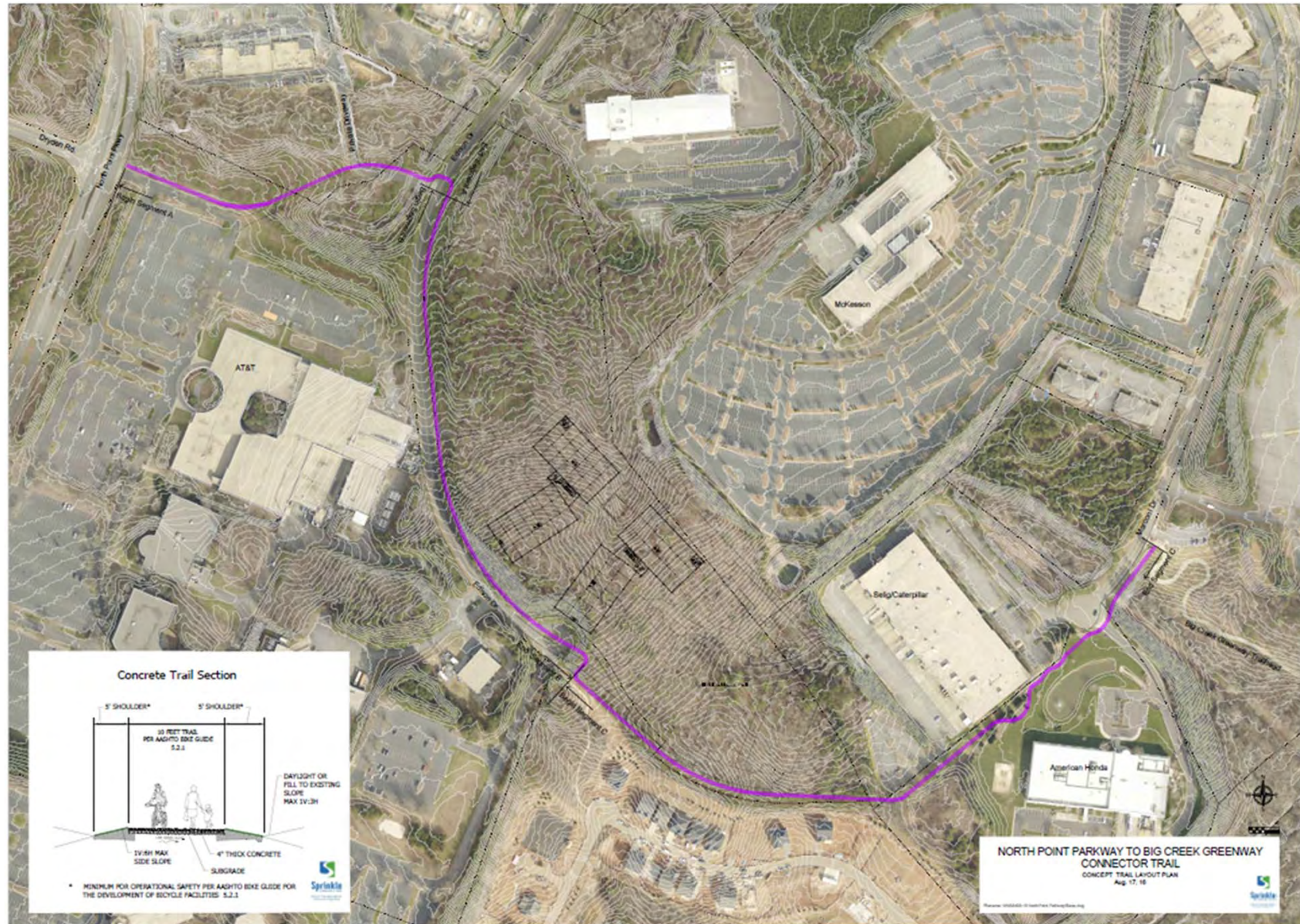


**Proposed Dryden Road Extension and
Alpharetta Greenway Spur to Northpoint
Drive**

Proposed Dryden Road Extension and Alpharetta Greenway Extension **Northpoint to Marconi Spur**

- The Edison office project being developed by TPA is providing an opportunity to create a 4,460 foot connection to the for the Alpharetta Greenway Spur between the Marconi Trail head and Northpoint Parkway.
- Phase one of the Edison office project is complete along with 1,275 feet of a 10 foot highly landscaped sidewalk/greenway connection.
- The AT&T land area is essential for the road and trail portion and consists of approximately 2.02 acres in two parcels.
- The road connection provides an excellent opportunity to increase circulation and connectivity along Northpoint Drive, Edison Drive and Windward Parkway through the Dryden Road Extension.
- Provides a potential direct connection to the North Fulton MARTA Station for Alpharetta Greenway users.
- Partners of the project include the City of Alpharetta, the North Fulton CID, TPA Group, Penn Hodge Properties, Selig Company and Ashton Woods.
- Estimated road/trail costs - \$500K, design costs \$80K
- The development of a trail portion only at this time would reduce the above costs but would still require an access easement through the AT&T parking entrance for a proposed trail parking lot if dedicated parking for the trail riders is important to AT&T.

10/4/18



Overall Greenway Trail Extension Plan – Dryden Road to Marconi Drive- 4,460 Feet

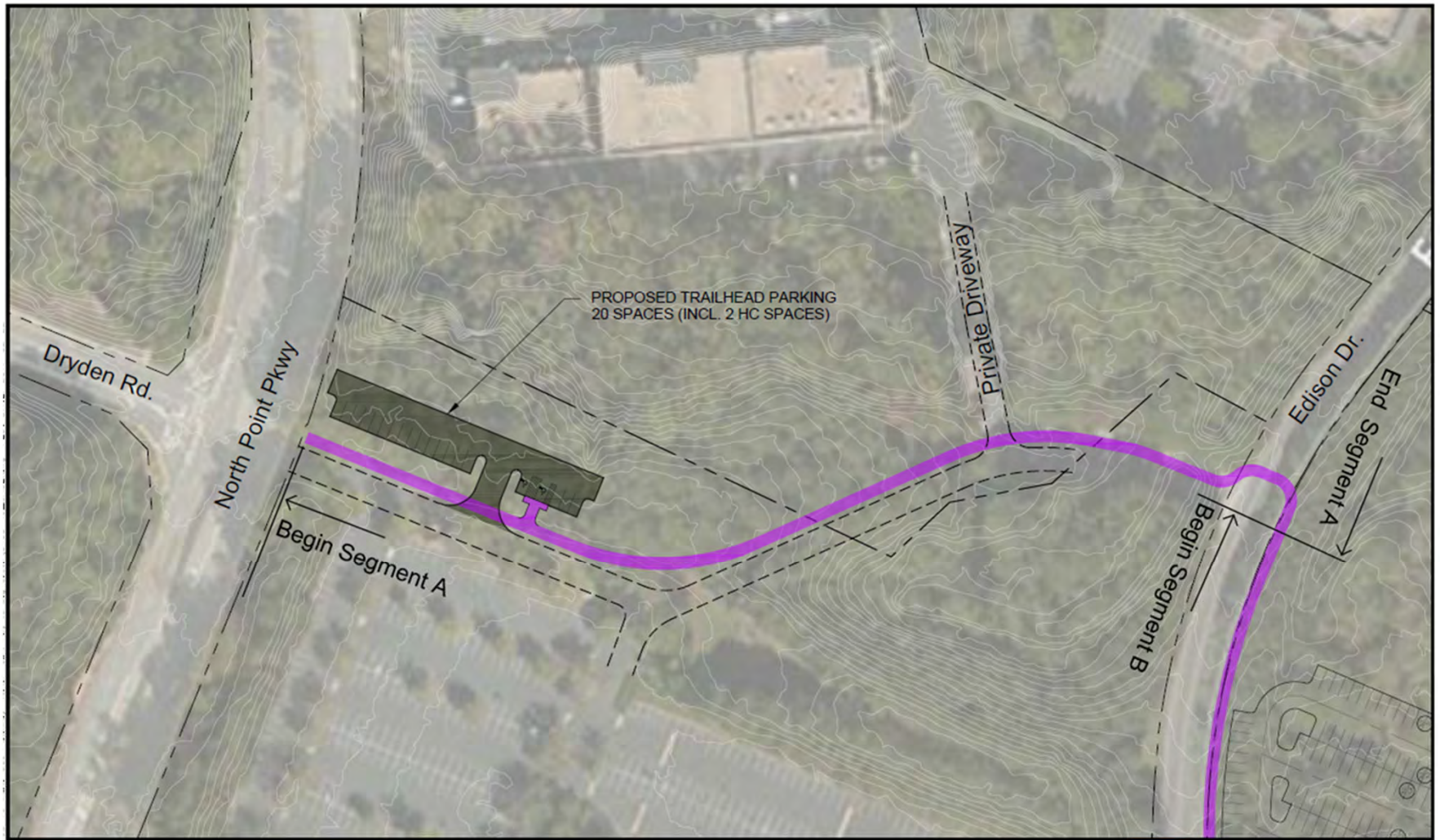
10/4/18



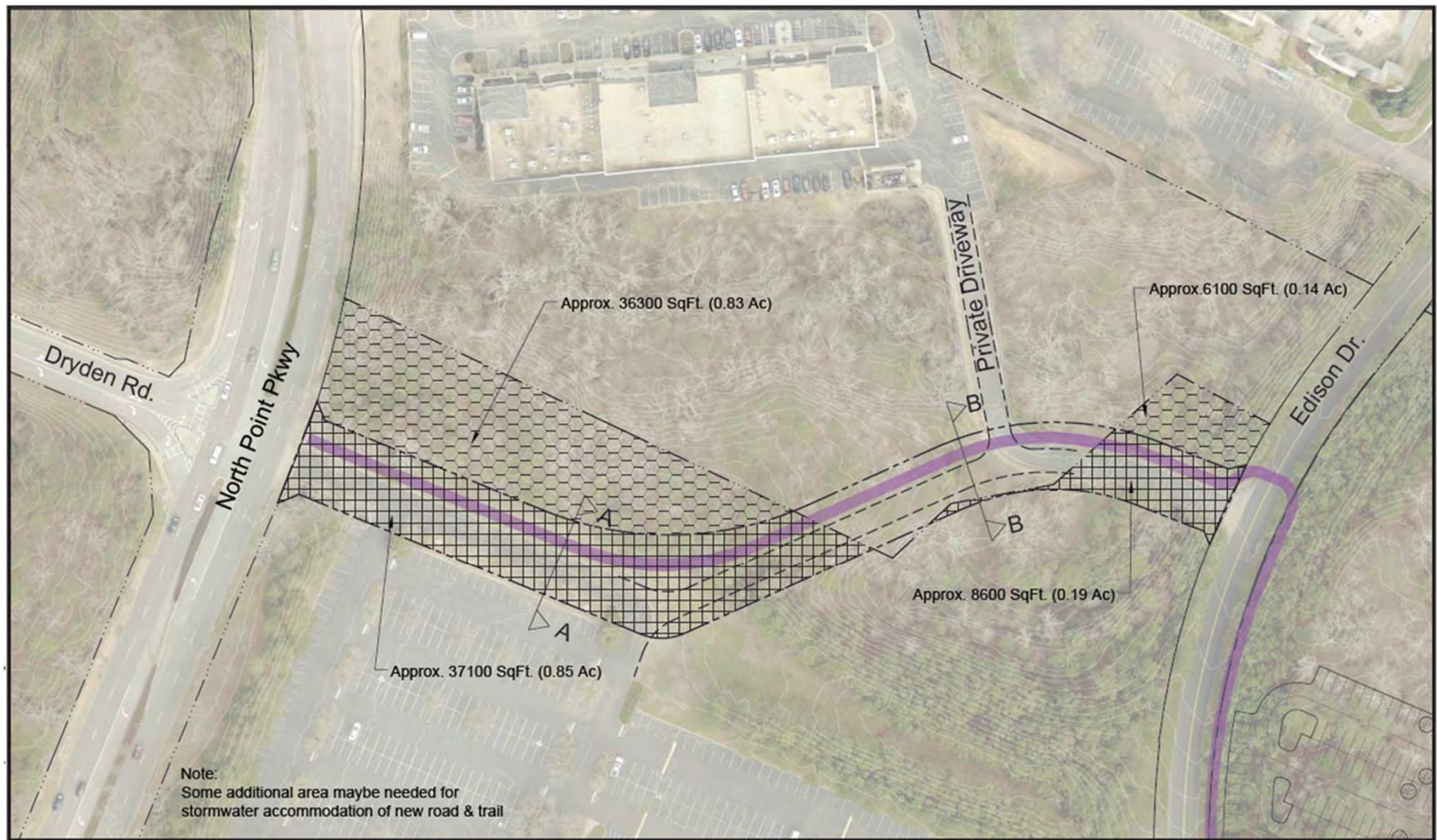
Proposed Dryden Road Extension – AT&T/Penn Hodge Section of Road and Trail



Proposed Dryden Road Extension – AT&T/Penn Hodge Section of Road and Trail



Proposed New Road area / re- purposed AT&T Parking lot entrance showing dedicated parking for trail users (similar to Marconi Trail head)



Required Land Area for Road and Greenway plan – 2.02 acres



Proposed New Road area / re- purposed AT&T Parking entrance showing road tie-in to Edison Drive.



The Edison – Phase I substantially complete – 1,275 feet of new Greenway connection installed and landscaped as part of Phase I.

From: Joe McGorrey
To: [Taylor, Elicia](#)
Cc: [James Neal](#); [Chris Owens \(cowens@landsevens.com\)](mailto:cowens@landsevens.com)
Subject: Additional information
Date: Thursday, October 04, 2018 2:40:22 PM

Elicia –

Wanted to also follow up with you and let you know that TPA did attend and present our ROW request at the Community Open house a few weeks ago and we have contacted the two individuals that noted concerns (signed the form) from the meeting.

I will let you know if we achieve any further updates as a result of that contact.

Thanks,

Joe

Joseph K. McGorrey

TPA Group, LLC
1776 Peachtree Street NW, Suite 100
Atlanta GA 30309
jmcgorrey@tpa-grp.com
Mobile - 404-966-8484

Subject: FW: Edison Drive Right of Way Abandonment

From: penn hodge [REDACTED]
Sent: Thursday, October 4, 2018 3:00 PM
To: Chris Owens <cowens@landisevans.com>
Cc: Joe McGorrey <jmcgorrey@tpa-grp.com>
Subject: Re: Edison Drive Right of Way Abandonment

Dear Chris,

I think that sounds like a great idea to enhance mobility. Our partnership will have no problem supporting this road.

Best Regards

Penn

From: BARBOUR, DON F
To: [Joe McGorrey](#)
Subject: Proposed City of Alpharetta Abandonment on Edison Drive
Date: Friday, September 07, 2018 3:11:02 PM

Joe,

This e-mail confirms that AT&T does not have any facilities that are in conflict with the proposed abandonment for the ROW on Edison Drive. Therefore, AT&T does not have an issue with proceeding with the abandonment as planned.

Let me know if you have any questions.

Thank you.

Don Barbour
Regional Director - External Affairs
AT&T Georgia



Please do not Text and Drive. Take the pledge. [It Can Wait.](#)

From: BELL JR., THOMAS F
To: Joe McGorrey; BERNER, SHAWN
Cc: Rees Waite; James Neal; IVEY, TRINA; levi_kendrick [REDACTED]; BARBOUR, DON F; EULETTE, SAMUEL A; BELL JR., THOMAS F
Subject: RE: City of Alpharetta abandonment - Edison Dr.
Date: Wednesday, August 29, 2018 10:04:48 AM

Joe,

The ROW abandonment is acceptable, as discussed, pertaining to the AT&T Metro/Teleport Communications America, LLC facilities in the ROW on the east side of Edison Dr at the cul-de-sac. Please be clear that I only represent AT&T Metro/Teleport Communications America, LLC and any BellSouth facilities in the ROW. AT&T Core facilities in the ROW, and/or impacts to AT&T property located on the west side of Edison Dr will have to be addressed with the appropriate AT&T personnel responsible for those assets.

Thanks

Tommy Bell
AT&T Engineering and Construction-Metro
Senior Technical Project Manager
100 North Point Pkwy
Alpharetta, GA 30005
[REDACTED]
[REDACTED]

This e-mail and any files transmitted with it are AT&T property, are confidential, and are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipient(s) or otherwise have reason to believe that you have received this message in error, please notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.

-----Original Message-----

From: Joe McGorrey <jmcgorrey@tpa-grp.com>
Sent: Tuesday, August 28, 2018 2:47 PM
To: BERNER, SHAWN <sb4591@att.com>
Cc: Rees Waite <rwaite@tpa-grp.com>; James Neal <jneal@tpa-grp.com>; BELL JR., THOMAS F [REDACTED]
Subject: Re: City of Alpharetta abandonment - Edison Dr.

That's great- I would like to get something in writing as we will be having a public meeting and I am sure the city council will ask if the abandonment is acceptable to ATT. Please call me if you would like to discuss the letter.

Thanks for you help with this.

All the best,

Joe

Sent from my iPhone

> On Aug 28, 2018, at 2:38 PM, BERNER, SHAWN <sb4591@att.com> wrote:
>
> Mr. McGorrey,



Updated March 2016

CITY OF ALPHARETTA

ROAD ABANDONMENT REQUEST FORM

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

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

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

FOR OFFICE USE ONLY

Case # _____

Date In _____

Date Out _____

☐ \$400 Fee Paid

Applicant Information:

Contact Name Joe McGorrey

Company Name TPA Group

Mailing Address 3350 Riverwood Parkway

Suite 750

City Atlanta State GA Zip Code 30339

Telephone 770-436-5319 Fax _____

Email Address jmcgorrey@tpa-grp.com

Property Information:

Current Road Name Edison Drive

Land Lot(s) 1176 District / Section 2nd / 1st

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

☒ Survey Dated _____ Prepared By Gunnin Land Surveying

☐ Other Plat Specify _____

Reason For Request:

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

Edison Drive was originally constructed with an "offset" cul-de-sac as part of the Windward Masterplan. At that time, actual development plans and property layouts were not known. The Edison, a Class A office project is being constructed on the final parcel of undeveloped land along Edison Drive. The cul-de-sac configuration is no longer beneficial to properties along Edison Drive and provides no public benefit to the City of Alpharetta. Therefore, TPA Group is requesting that the City abandon the excess offset portion of public right of way. After abandonment, the traveling public along Edison Drive will be bound for The Edison or another developed property along the roadway. Adequate turnaround space is being provided for cars, trucks and public safety vehicles.

Edison Road Cul-De-Sac Abandonment

Applicant is seeking abandonment of approximately 7,500 SF “cul-de-sac” on behalf of Windward Creative, LLC’s ***Edison at Alpharetta*** creative loft office project.

Background

The project is a two phase 215,000 SF office building project on 23 acres on Edison drive. The project features large core-free office space that attracts larger employers who appreciate the most efficient space available in the Atlanta office market. The building design is driven by the need to solve for the market realities of today’s technologically driven employers; decreased work densities, winning economics and most importantly delivering an office working environment that will attract and retain the best employees. The Edison is being designed to be core free, which means that almost the entire usable floor areas are open, flexible and available for tenants to plan for these higher densities and at the same time design the space to their own specific needs and employee configurations. As it relates to providing an attractive workplace, the project design and operations embrace an open “loft” space, high ceiling volume area with ribbon windows for increased daylight opportunities and roll-up / garage-style doors to activate the outside areas. The project also features a two-acre lawn element and a clubhouse amenity that contains a café lounge, fitness center and conference center. Specific emphasis is placed on identifying areas for increased informal collaboration that can spur creativity and teamwork while still providing areas for the appropriate focus needed for many of today’s knowledge workers. The building envelope and overall development provide a springboard for companies to further their own specific culture and business work space philosophy through their specific space build out.

Considerations

Leasing activity has picked up over the last six months and the first phase of the project containing 107,000 SF has been fully leased to E-Trade on a longer-term lease. The developer is currently speaking with several candidates for the second phase of the project that is scheduled to commence in Fall, 2018.

The project has received an endorsement from the Alpharetta Development Authority who have provided a tax bond vehicle to encourage employers through reduced taxes.

Achievement of the abandonment will allow the project to meet the City of Alpharetta required setbacks. The identified area will also serve to continue the greenway spur that was constructed in the first phase (1,250 feet) by adding an additional approximate 1,000 feet. Applicant is pursuing a connection of the spur to the Marconi Trailhead with an adjacent neighbor.

The new phase II development will still provide the functional “turn around” ability of the current irregular cul-de-sac, by providing a roundabout within the Phase II parking area that will allow drivers that enter Edison Drive in error to turn around a return without stopping. The current right and left turn ability into the AT&T driveway radius is not affected in any way.

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

Name	Address	Telephone
See Attached		

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

Name	Address	Telephone
None		

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

Developer has personal relationships with all of the adjacent owners and plans to contact them by phone and document their responses in email correspondence. Any reservations or comments will be passed on to City of Alpharetta staff.

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

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

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

Please describe the location and the acreage involved.

The offset cul de sac area is approximately 7,445 square feet at the southernmost point of Edison Drive.

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

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

Name	Address	Telephone
Not applicable		

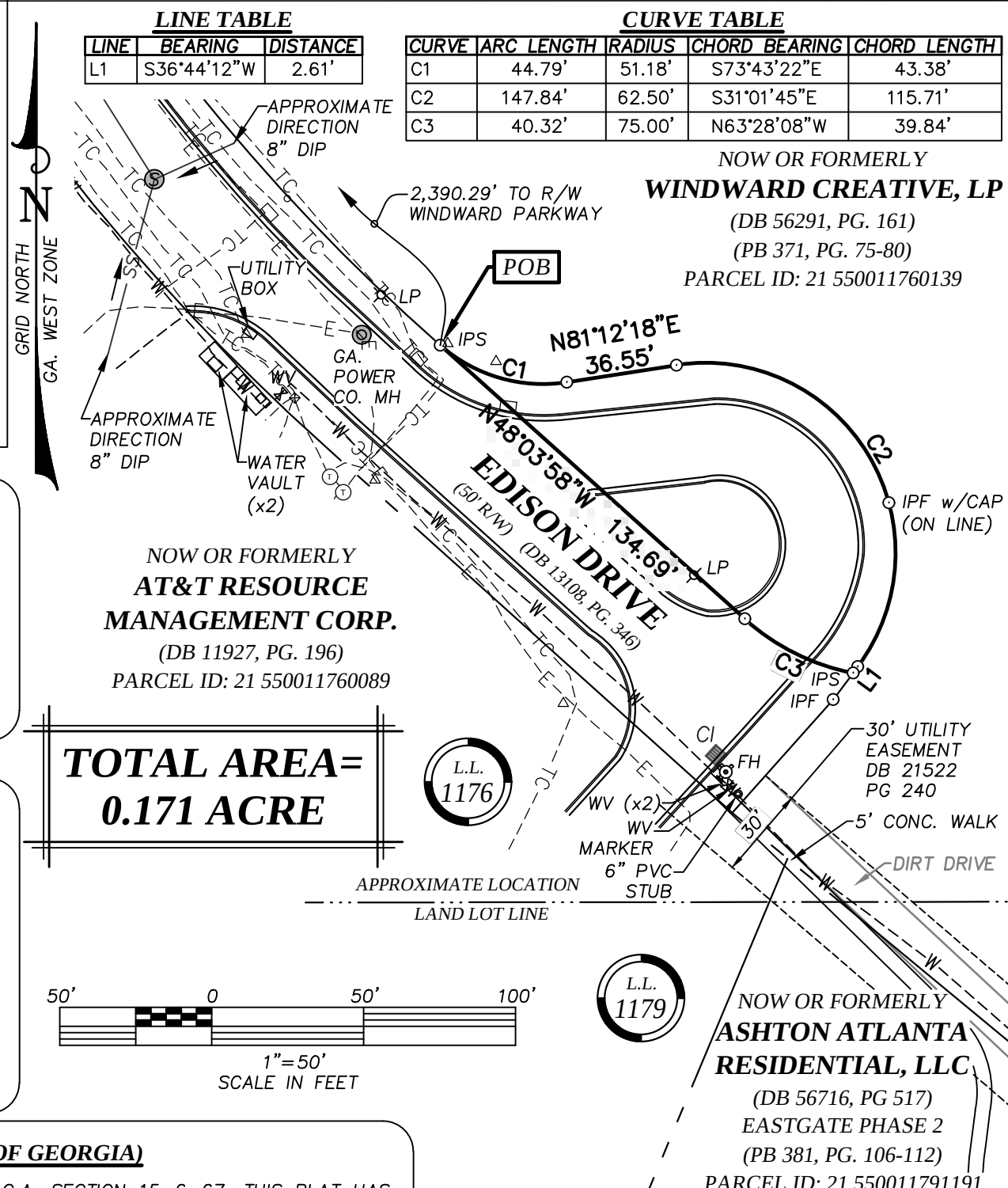
For properties that have frontage on the subject road, are there alternate points of access to enter and exit these properties? If yes, please identify alternate points of access for each property. Attach additional sheets if necessary. ☐ Yes ☐ No

Address	Alternate Access Point
	Not applicable. Access to all surrounding properties is unaffected.

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

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

Name	Parcel Address	Mailing Address	Telephone	Map
CDCG 3AW LP	0 Webb Bridge Road	PO Box 2249, Cumming, GA 30028		
Ashton Atlanta Residential LLC	3581 Strath Drive	3820 Mansell Road, Suite 300, Alpharetta, GA 30022		
AT&T Resource Management Corp	300 Windward Parkway Rear	1010 Pine 9E-L-01, St. Louis, MO 63101		
Windward Northpoint LLC	5815 Windward Parkway	742 Peachoid Road, Gaffney SC 29341		
Stockbridge Windward Oaks, LLC	5897 Windward Parkway	PO Box 450233, Atlanta, GA 31145		
Stockbridge Windward Oaks, LLC	5895 Windward Parkway	PO Box 450233, Atlanta, GA 31145		
Fifty Nine Zero Five Windward Parkway, LLC	0 Windward Parkway	3756 LaVista Road Suite 200 Tucker, GA 30084		
5905 Windward Parkway Investors, LLC	5905 Windward Parkway	621 N Ave NE Suite C110, Atlanta GA 30308		



ABBREVIATIONS

CI	CURB INLET
CONC.	CONCRETE
DIP	DUCTILE IRON PIPE
FH	FIRE HYDRANT
IPF	IRON PIN FOUND
IPS	IRON PIN SET
L.L.	LAND LOT
MH	MANHOLE
R/W	RIGHT OF WAY
SS	SANITARY SEWER

SYMBOL & LINE TYPE LEGEND

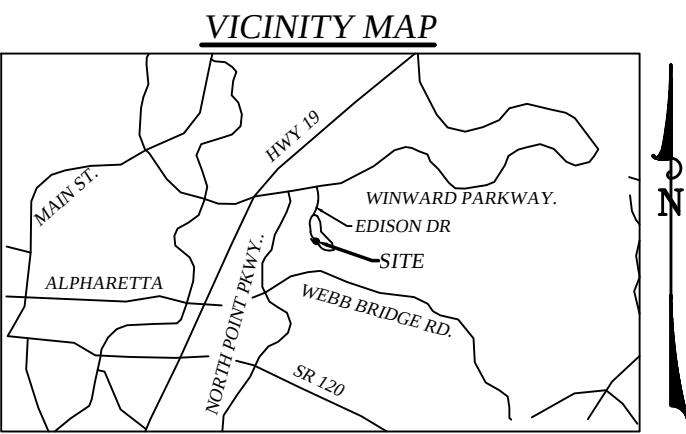
	CURB INLET
	ELECTRIC MANHOLE
	ELECTRIC UTILITY BOX
	FIRE HYDRANT
	LIGHT POLE
	SANITARY SEWER MANHOLE
	TELEPHONE BOX
	TELEPHONE HANDHOLD
	TELEPHONE MANHOLE
	TELEPHONE STRUCTURE
	WATER VALVE
	WATER VAULT
	ELECTRIC LINE
	TELEPHONE LINE
	WATER LINE
	SANITARY SEWER LINE

SURVEYOR'S CERTIFICATE (STATE OF GEORGIA)

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

ALBERT W. GRAMLING, JR. GA RLS NO .2983

DATE



CLOSURE STATEMENT

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS AN ANGULAR ERROR OF 2 SECONDS PER ANGLE POINT AND A PRECISION RATIO OF 1 IN 20,176. IT HAS BEEN ADJUSTED USING THE COMPASS RULE.

THE DATA SHOWN ON THIS PLAT HAS A CLOSURE PRECISION RATIO OF 1 IN 43,121

GENERAL NOTES

EQUIPMENT USED TO OBTAIN THESE MEASUREMENTS WAS A TOPCON GTS 235W.

BEARINGS ARE CALCULATED FROM ANGLES TURNED FROM A SINGLE GRID BASELINE.

THE DATUM FOR THIS SITE WAS ESTABLISHED UTILIZING GLOBAL POSITIONING SYSTEMS AND BASED ON POSITIONAL VALUES FOR THE VIRTUAL REFERENCE STATION NETWORK DEVELOPED BY eGPS SOLUTIONS. THE HORIZONTAL REFERENCE FRAME IS NORTH AMERICAN DATUM OF 1983(HARN)-STATE PLANE COORDINATE SYSTEM OF GEORGIA-WEST ZONE. THE VERTICAL REFERENCE FRAME IS NORTH AMERICAN DATUM OF 1988. ANY DIRECTIONS OR DIMENSIONS SHOWN ARE A RECTANGULAR, GROUND LEVEL PROJECTION OF THE STATE PLANE COORDINATE SYSTEM.

DATE OF FIELD WORK: 08/03/2018

ALL IRON PINS ARE 1/2" REBARS CAPPED WITH "GUNNIN LSF 1033" UNLESS OTHERWISE NOTED.

BY GRAPHIC PLOTTING ONLY, NO PORTIONS OF THIS SITE ARE WITHIN THE LIMITS OF A 100 YR. FLOOD HAZARD AREA AS PER F.I.R.M. FULTON COUNTY, GEORGIA AND INCORPORATED AREAS, COMMUNITY PANEL NUMBER 13121C 0078 F, DATED SEPTEMBER 18, 2013 AND COMMUNITY PANEL NUMBER 13121C 0059 F, DATED SEPTEMBER 18, 2013.

ALL MATTERS OF TITLE EXCEPTED.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH. THERE MAY BE EASEMENTS OR OTHER ENCUMBRANCES THAT ARE NOT SHOWN.

THE SURVEY AND PLAT SHOWN HEREON IS NOT INTENDED FOR USE OR RELIANCE BY ANY PARTIES OR ENTITIES NOT SPECIFICALLY LISTED IN THE TITLE. UNAUTHORIZED THIRD PARTIES SHALL INDEMNIFY AND HOLD GUNNIN LAND SURVEYING, LLC HARMLESS AGAINST ANY AND ALL LIABILITY FOR ANY LOSS ARISING OUT OF, OR RELATED TO, RELIANCE BY ANY THIRD PARTY ON ANY WORK PERFORMED THEREUNDER, OR THE CONTENTS OF THE SURVEY.

ABOVE GROUND UTILITY LOCATIONS WERE OBTAINED FROM FIELD OBSERVATIONS. UNDERGROUND UTILITIES WERE NOT LOCATED AS PART OF THIS SURVEY.

BOUNDARY SURVEY OF:
CITY OF ALPHARETTA
RIGHT OF WAY ABANDONMENT

LOCATED IN LAND LOT 1176
2nd DISTRICT, 1st SECTION
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA
AUGUST 14, 2018

GUNNIN
LAND SURVEYING

107 Mountain Brook Drive, Suite 104 Canton, GA 30115
www.gunninsurvey.com License No. LSF 001033

T:678.880.7502
F:678.609.4731

Right of Way Abandonment

All that tract or parcel of land lying and being in Land Lots 1176 of the 2nd District, 1st section, Fulton County, Georgia, and being more particularly described as follows:

Commencing at the Right of Way intersection of Windward Parkway with Edison Drive;
Thence running a Southeasterly direction along the Northeasterly Right of Way of Edison Drive for a distance of 2,390.29 feet to a point,
said point being the **TRUE POINT OF BEGINNING**.

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED,

Thence along a curve to the left, an arc distance of 44.79 feet, said curve having a radius of 51.18 feet and being subtended by a chord of 43.38 feet, at South 73 Degrees 43 Minutes 22 Seconds East to a point;

Thence North 81 Degrees 12 Minutes 18 Seconds East a distance of 36.55 feet to a point;

Thence along a curve to the right, an arc distance of 147.84 feet, said curve having a radius of 62.50 feet and being subtended by a chord of 115.71 feet, at South 31 Degrees 01 Minutes 45 Seconds East to a point;

Thence South 36 Degrees 44 Minutes 12 Seconds West a distance of 2.61 feet to a point;

Thence along a curve to the right, an arc distance of 40.32 feet, said curve having a radius of 75.00 feet and being subtended by a chord of 39.84 feet, at North 63 Degrees 28 Minutes 08 Seconds West to a point;

Thence North 48 Degrees 03 Minutes 58 Seconds West a distance of 134.69 feet to a point;
said point being the **TRUE POINT OF BEGINNING**.

Said tract or parcel of land containing an area of 7445 square feet, 0.171 acres.

T:\161519-16 THE EDISON ATTU.DWG\PHASE 2\05.01 SITE PLAN.DWG PLOT DATE:2018-08-11



Know what's below.
Call before you dig.

FOR THE LOCATION OF
UNDERGROUND FACILITIES

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.



NOTE:
ALL SIGNS SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, 1988 EDITION AND SHALL BE POST MOUNTED UNLESS OTHERWISE NOTED.

SIGN LEGEND

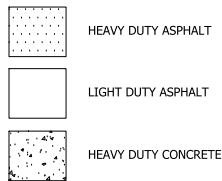
PARCEL SUMMARY	
SITE AREA	23.47 AC
MAIN BUILDING TOTAL AREA	111,000 SF
MAIN BUILDING FIRST FLOOR	55,600 SF
MAIN BUILDING SECOND FLOOR	55,400 SF
TOTAL BUILDING SF	111,000 SF
SITE AREA	23.4 AC
DENSITY	4,744 SF/AC
BUILDING HEIGHT (MAX HEIGHT)	32 FT
PARKING REQUIRED: PROFESSIONAL AND BUSINESS OFFICE: MIN. 3 SPACE / 1000 SF 111,000*(3/1000) =	333 SPACES
PARKING PROVIDED: PROPOSED STANDARD (9' X 19') HANDICAP (8' X 19') HANDICAP VAN (8' X 19') W/ 8' ISLE TOTAL	561 SPACES 9 SPACES 3 SPACES 573 SPACES

WASTE GENERATION ANALYSIS
TYPE OF DEVELOPMENT: OFFICE WITH VENDING MACHINES
DAILY GENERATION FACTOR: 1 LB/100 SF
TOTAL ANNUAL WASTE GENERATED:
(1 LB/100 SF)*111,000 SF=1,110 LB
1,110 LB / DAY * 260 DAYS / YEAR * 1 TON / 2,000 LB = 144.3 TONS / YEAR
WASTE RECYCLING: 25%
144.3 TONS / YEAR * 25% = 36.1 TONS / YEAR
CONTAINER SIZES:
LANDFILLED WASTE:
108.2 TONS / YEAR * 2000 LB / TON * 1 YEAR / 52 WEEKS = 4,162 LB / WEEK
4,162 LB / WEEK * 1 CY / 150 LB = 27.7 CY / WEEK
CONTAINER REQUIRED: 1x 10 CY DUMPSTER, TO BE PICKED UP THREE TIMES WEEKLY.
RECYCLING:
36.1 TONS / YEAR * 2000 LB / TON * 1 YEAR / 52 WEEKS = 1,388.5 LB / WEEK
1,388.5 LB / WEEK * 1 CY / 150 LB = 9.3 CY / WEEK
CONTAINER REQUIRED: 1x 5 CY DUMPSTER, PICKED UP TWICE WEEKLY.

LINE TABLE		
Number	Length	Direction
L78	237.45	S21° 04' 13.76"W
L67	126.00	N31° 57' 55.45"E
L68	5.46	N42° 07' 20.58"E
C29	33.92	N65° 19' 42.02"E
C30	35.50	S74° 53' 46.64"E
L79	48.05	S21° 04' 46.89"W
L80	70.18	S49° 19' 08.61"E
L81	85.80	S49° 19' 08.61"E
L84	195.55	N21° 03' 17.60"E
L82	15.46	S50° 17' 26.77"E
L83	14.46	S52° 14' 03.08"E
C31	50.99	N85° 57' 56.38"E
L86	216.61	N21° 04' 46.89"E
C36	273.64	S70° 18' 35.97"E
C35	6.01	S85° 15' 57.30"W
C34	25.00	S49° 43' 51.21"W
L77	30.81	S21° 04' 46.89"W
L85	254.91	N21° 04' 46.89"E
L87	252.55	N21° 04' 46.89"E
L69	132.21	N46° 38' 09.74"E

LINE TABLE		
Number	Length	Direction
C32	31.37	S88° 25' 52.34"E
L70	26.25	S43° 29' 54.41"E
L71	46.57	S43° 29' 55.24"E
L72	71.48	S43° 29' 25.40"E
L89	213.57	N21° 04' 46.90"E
L73	63.54	S43° 29' 25.40"E
L74	71.46	S43° 30' 48.71"E
L75	51.62	S43° 29' 54.41"E
C33	50.94	S8° 32' 17.55"E
L91	416.61	N21° 05' 13.67"E
L76	240.68	S21° 04' 46.89"W
L90	367.40	N21° 04' 46.90"E
L88	231.00	N21° 04' 46.89"E

PAVEMENT LEGEND



GENERAL NOTES:
1. CALL ALPHARETTA'S ENGINEERING/PUBLIC WORKS DEPARTMENT AT 678.297.6200 FOR A FINAL INSPECTION BEFORE APPLYING FOR A CERTIFICATE OF OCCUPANCY.
2. ZONING: CLP (COMMUNITY UNIT PLAN)
3. IMPERVIOUS AREA AS A PERCENTAGE OF TOTAL AREA = 36.8%
4. APPROVAL IS FOR THOSE UTILITIES WITHIN ALPHARETTA JURISDICTION ONLY. UTILITIES WITHIN FULTON COUNTY JURISDICTION MUST BE APPROVED PRIOR TO CONSTRUCTION.
5. THIS SITE DOES NOT CONTAINS AREAS DESIGNATED AS WETLANDS.
6. ALL PAVEMENT MARKING IN R/W MUST BE THERMO-PLASTIC.
7. ALL REQUIRED TRAFFIC SIGNAGE MUST MEET MUTCD STANDARDS.
8. ALL REQUIRED TRAFFIC STRIPING MUST MEET MUTCD AND GDOT PLAN SPECIFICATIONS AND MUST BE THERMO-PLASTIC.
9. ALL H/C RAMP FORMS MUST BE APPROVED BY CITY LAND DISTURBANCE INSPECTOR PRIOR TO CONCRETE POUR.
10. TWO COPIES OF NPDES NOTICE OF INTENT MUST BE PROVIDED TO THE LAND DISTURBANCE INSPECTOR PRIOR TO INITIATING CONSTRUCTION.
11. CONTRACTOR MUST ATTEND CITY OF ALPHARETTA PRE-CONSTRUCTION CLASS PRIOR TO SITE INITIATION. CALL ENGINEERING/PUBLIC WORKS DEPARTMENT AT 678.297.6200 FOR WORKSHOP DATES/LOCATIONS
12. NO WELLS OR SEPTIC SYSTEMS ARE PROPOSED OR EXIST ON SITE.
13. ALL DIMENSIONS AND RADII ARE TO FACE OF CURB
14. CONTRACTOR IS TO PROVIDE THE CITY OF ALPHARETTA ENCROACHMENT PERMIT FOR ALL WORK WITHIN THE CITY'S R.O.W. ANY TRAFFIC SIGNAL OR UTILITY RELOCATIONS WILL BE THE RESPONSIBILITY OF THE OWNER/DEVELOPER.
15. ALL UTILITY LOCATES AND RELOCATIONS, AND OR DAMAGE WILL BE RESPONSIBILITY OF THE DEVELOPER/CONTRACTOR. DEVELOPER/CONTRACTOR MUST CONTACT CITY OF ALPHARETTA LOCATE PERSONNEL DIRECTLY FOR TRAFFIC SIGNAL UTILITY LOCATES. PHONE 678.297.6200
16. SIDEWALKS AND ISLANDS MUST BE DESIGNED TO ACCEPT H/C RAMP AND LANDINGS THAT MEET ADA REQUIREMENTS (ALPHARETTA STANDARD 902)
NOTE:
SITE DEVELOPMENT COMPLIES WITH ZONING CONDITIONS AND REQUIREMENTS SPECIFIED IN THE WINDWARD MASTERPLAN - POD 66 SEE SHEET C301 FOR DETAILS
DURING CONSTRUCTION AND FOR PERMANENT ACCESS, ROADWAYS CONSTRUCTED OF AN ALL-WEATHER SURFACE CAPABLE OF SUPPORTING 75,000 POUNDS GROSS WEIGHT SHALL BE PROVIDED PER INTERNATIONAL FIRE CODE, CHAPTER 5, SECTION 503.2.3, 2006 EDITION
PAVEMENT PATCH SHALL CONFORM TO STANDARD DETAIL 109

LEGEND

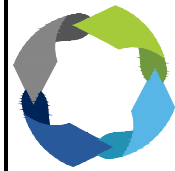
IPS/IPF	⊠	R/W MON. FOUND
	○	IRON PIN SET/FOUND
	⊠	SINGLE CATCH BASIN
	⊠	DOUBLE CATCH BASIN
	⊠	FIRE HYDRANT
	⊠	UTILITY POLE
	⊠	TELEPHONE MANHOLE
	⊠	GUY WIRE
	⊠	SEWER MANHOLE
	⊠	SIGNAL POLE
OUTL	⊠	UNDERGROUND TELEPHONE MARKER
TSP	⊠	TRAFFIC SIGNAL POLE
	⊠	GAS METER
	⊠	WATER METER
—UPL—	—	UNDERGROUND POWER LINE
—UTL—	—	UNDERGROUND TELEPHONE
⊠	⊠	ELECTRIC BOX
⊠	⊠	STORM MANHOLE
⊠	⊠	TELE. BOX
RWM	⊠	RIGHT-OF-WAY MONUMENT
RBF/RBS	⊠	REBAR FOUND/REBAR SET
CP	⊠	COMPUTED POINT
CMP	⊠	CORRUGATED METAL PIPE
RCP	⊠	REINFORCED CONCRETE PIPE
DIP	⊠	DUCTILE IRON PIPE
B.S.L.	⊠	BUILDING SETBACK LINE
•	•	LIGHT POLE

VERT. DATUM:
TO CONVERT TO NAD83 +/-. X.XX FT.
DESIGNED BY:
DRAWN BY:
CHECKED BY:
PROJECT NO: 1519-16

SITE PLAN

SHEET NUMBER:

C5.01



LANDIS EVANS
+ PARTNERS
www.landisevans.com

1954 AIRPORT ROAD
#123
CHAMBLEE, GA 30341
OFFICE: 404-855-7254

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EDISON OFFICE BUILDING
PHASE 2

TPA GROUP
3350 RIVERWOOD PARKWAY, SUITE 750
ATLANTA, GA 30339

ENGINEER OF
RECORD



SCALE: 1" = 50'

NOW OR FORMERLY
SELIG ENTERPRISES, INC.
(DB 25372, PG. 254)
PARCEL ID: 21 554011750223

NOW OR FORMERLY
AMERICAN HONDA
MOTOR CO. INC.
(DB 25214, PG. 60)
PARCEL ID: 21 554011750256

PHASE 1
CONSTRUCTION

EXISTING SWMF
CONSTRUCTED AS PART OF
PHASE 1

ALPHARETTA
#16-112 WR
LDP#D160032

24 HR CONTACT:
JOE MCGORREY
404-966-8484



DETENTION
POND

NOW OR FORMERLY
CDCG 3 A W LP
(DB 53665, PG. 301)
EASTGATE PHASE 2

50' CONSTRUCTION
EASEMENT
(DB 21522, PG. 240)
EXCEPTION NO. 16

30' UTILITY EASEMENT
(DB 21822, PG. 240)
EXCEPTION NO. 16

20' SANITARY
SEWER
EASEMENT
(PER PB 381,
PG. 106-112)

20' DRIVEWAY
EASEMENT
(PER PB 381,
PG. 106-112)

EXISTING WALL

EXISTING WALL

PROPOSED
ROW

EXISTING CURB AND
GUTTER TO BE
REMOVED

NEW CURB
AND GUTTER

EXISTING ROW TO
BE ABANDONED

OWNER:
WINDWARD WEBB, LLC
(DB 42027, PG. 94)
(PB 371, PG. 75-80)
PARCEL ID: 21 550011760139

WHEEL STOP (TYP.)
HANDICAPPED PARKING SIGN
VAN ACCESSIBLE
HANDICAPPED PARKING SIGN

TRANSITION TO
FLUSH ADA RAMP
HANDICAPPED PARKING SIGN

TRANSITION TO
FLUSH ADA RAMP

EXISTING CURB AND
GUTTER TO BE
REMOVED

PROPOSED
ROW

EXISTING WALL

EXISTING WALL

EXISTING WALL

EXISTING WALL

EXISTING WALL

EXISTING WALL

EXISTING WALL

EXISTING WALL

EXISTING WALL

EXISTING WALL

EXISTING WALL

EXISTING WALL

EXISTING WALL



Aerial Map Edison Drive Right-of-Way Abandonment

PH-18-10
D/LL: 2/1/1176
CC Date: 10/15/18

Location Map Provided by:
Community Development - GIS

T:\161519-16 THE EDISON ATL\DWG\PHASE 2\ROUND ABOUT.DWG PLOT DATE:2018-10-11



Know what's below.
Call before you dig.

FOR THE LOCATION OF
UNDERGROUND FACILITIES

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

APPROXIMATE LOCATION LAND LOT LINE

ZONING: CUP
NOW OR FORMERLY
**AT&T RESOURCE
MANAGEMENT CORP.**
(DB 11927, PG. 196)
PARCEL ID: 21 550011760089

ZONING: CUP
NOW OR FORMERLY
CDCG 3 A W LP
(DB 53665, PG. 301)
EASTGATE PHASE 2
(OPEN SPACE)
(PB 381, PG. 106-112)
PARCEL ID: 21 550011791191

ZONING: CUP
NOW OR FORMERLY
**ASHTON ATLANTA
RESIDENTIAL, LLC**
(DB 56716, PG. 517)
EASTGATE PHASE 2
(OPEN SPACE)
(PB 381, PG. 106-112)
PARCEL ID: 21 550011791183

ZONING: CUP
NOW OR FORMERLY
**ASHTON ATLANTA
RESIDENTIAL, LLC**
(DB 56716, PG. 517)
EASTGATE PHASE 2
(OPEN SPACE)
(PB 381, PG. 106-112)
PARCEL ID: 21 550011791191

ZONING: CUP
NOW OR FORMERLY
**ASHTON ATLANTA
RESIDENTIAL, LLC**
(DB 56716, PG. 517)
EASTGATE PHASE 2
(OPEN SPACE)
(PB 381, PG. 106-112)
PARCEL ID: 21 550011791200

50' CONSTRUCTION
EASEMENT
(DB 21522, PG. 240)
EXCEPTION NO. 18

ZONING: CUP
EASTGATE PHASE 2
(PB 381, PG. 106-112)

20' DRAINAGE
EASEMENT
(PER PB 381,
PG. 106-112)

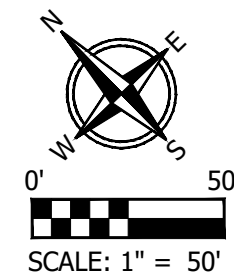
30' UTILITY EASEMENT
(DB 21522, PG. 240)
EXCEPTION NO. 16

20' SANITARY
SEWER
EASEMENT
(PER PB 381,
PG. 106-112)

ZONING: CUP
NOW OR FORMERLY
**AMERICAN HONDA
MOTOR CO. INC.**
(DB 25214, PG. 60)
PARCEL ID: 21 554011750256

ZONING: CUP
NOW OR FORMERLY
SELIG ENTERPRISES, INC
(DB 25372, PG. 254)
PARCEL ID: 21 554011750223

ZONING: CUP
NOW OR FORMERLY
SELIG ENTERPRISES, INC
(DB 25372, PG. 254)
PARCEL ID: 21 554011750223



PHASE 1
CONSTRUCTION



LANDIS EVANS
+ PARTNERS
www.landisevans.com

1954 AIRPORT ROAD
#123
CHAMBLEE, GA 30341
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EDISON OFFICE BUILDING
PHASE 2

TPA GROUP
3350 RIVERWOOD PARKWAY, SUITE 750
ATLANTA, GA 30339

ENGINEER OF
RECORD

**NOT FOR
CONSTRUCTION**

PLAN ISSUE DATE: 10/11/2018

DESIGNED BY:
DRAWN BY:
CHECKED BY:
PROJECT NO: 1519-16

SITE PLAN

SHEET NUMBER:
C4.01

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF ALPHARETTA PROVIDING FOR THE
ABANDONMENT AND DISPOSITION OF A CERTAIN PUBLIC RIGHT OF WAY
(Portion of Edison Drive)**

WHEREAS, the City of Alpharetta has received an application for the abandonment of a public right-of-way known as Edison Drive, located in Land Lot 1176, 2nd District, 1st Section, Fulton County, Georgia.

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

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

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

SO RESOLVED this _____ day of _____ 2018.

CITY OF ALPHARETTA

BY: _____
Jim Gilvin, Mayor

Council Members:

_____	_____
_____	_____
_____	_____

ATTEST: _____
City Clerk



CITY COUNCIL MEETING STAFF REPORT

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

I. AGENDA ITEM TITLE: PH-18-04 UNIFIED DEVELOPMENT CODE TEXT AMENDMENTS – NORTH POINT OVERLAY, PLANNED SHOPPING CENTER DISTRICT AND MIXED USE DISTRICT

CITY COUNCIL: OCTOBER 15, 2018

This item was heard at the October 4, 2018 Planning Commission meeting. No one from the public spoke for or against the request. After discussion, the Planning Commission recommended to approve this item. Vote (7-0)

II. RECOMMENDATION:

Approve text amendments to the Unified Development Code as it relates to the PSC (Planned Shopping Center) and MU (Mixed Use) zoning districts and creation of North Point Overlay regulations.

III. REPORT IN BRIEF:

Consideration of text amendments to Unified Development Code (UDC) Subsection 2.2.16 PSC Planned Shopping Center District, Subsection 2.2.20 MU Mixed Use District and new Section 2.10 North Point Overlay.

The North Point LCI includes a vision for the area to become a walkable, mixed-use EcoDistrict with connections to greenspace and between uses and alternative modes of travel. Most properties in the North Point LCI are zoned PSC, which currently does not permit residential uses.

- Text amendments are proposed to the PSC district to add 'Dwelling, 'For-Sale', Attached and Detached' and 'Drug Store (Pharmacy)' as conditional principal uses, as well as review criteria for considering master plans in the PSC district.
- Text amendments are proposed to the MU district to add 'Grocery Store', 'Drug Store (Pharmacy)' and 'Hardware Store' as conditional uses, amend open space requirements, mixed use percentages, district regulations.
- North Point Overlay regulations have been created to address a variety of development standards, including use and density, placemaking, site regulations, streets, parking, landscaping and screening, building design, signs, open space, and EcoDistrict measures.

IV. ATTACHMENTS:

- UDC Strike Through and Underline Edits

AN ORDINANCE TO AMEND ARTICLE II AND III OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ALPHARETTA, GEORGIA; TO AMEND THE PSC (PLANNED SHOPPING CENTER) DISTRICT TO ADD ‘DWELLING, ‘FOR-SALE’, ATTACHED/DETACHED’ AND ‘DRUG STORE (PHARMACY)’ AS CONDITIONAL PRINCIPAL USES AND TO ADD REVIEW CRITERIA; TO AMEND THE MU (MIXED USE) DISTRICT TO ADD ‘DRUG STORE (PHARMACY)’, ‘GROCERY STORE’ AND ‘HARDWARE AND GARDEN SUPPLY STORE’ AS CONDITIONAL USES AND TO AMEND DEVELOPMENT STANDARDS; TO CREATE A NORTH POINT OVERLAY DISTRICT INCLUDING VARIOUS REGULATIONS; TO DELETE SECTION 3.7 NORTHPOINT ACTIVITY CENTER GUIDELINES; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

WHEREAS, on or about May 21, 2001, the City of Alpharetta (the “City”) adopted a comprehensive zoning ordinance known and cited as the Unified Development Code of the City of Alpharetta, Georgia, which has subsequently been amended from time to time (the “Unified Development Code”); and

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

WHEREAS, the Unified Development Code was designed to be amended from time to time when circumstances warrant that modifications be made in order to make the Unified Development Code more responsive to community needs; and

WHEREAS, the City Council finds that ordinances and regulations governing the uses of land and development of land within the City, as well as the City’s operations, should be continually improved from time to time and modified as necessary to better protect and promote the public health, safety and welfare of the residents and businesses of the City of Alpharetta; and

WHEREAS, the City Council desires to amend Article II and Article III of the Unified Development Code for the foregoing purposes; and

WHEREAS, the City Council finds that the following amendment to the Unified Development Code promotes the health, safety, morals, convenience, order, prosperity and general welfare of the present and future inhabitants of the City of Alpharetta;

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

Section 1: **Subsection 2.2.16(A)(1 – 2)** [PSC Planned Shopping Center – *Conditional Principal Uses*] of Article II of the Unified Development Code is hereby amended by adding “Dwelling, ‘For-Sale’, Attached”, “Dwelling, ‘For-Sale’, Detached” and “Drug Store (Pharmacy)” as conditional principal uses in the said subsection.

Section 2: **Subsection 2.2.16(D)** [PSC Planned Shopping Center – *District Regulations*] of Article II of the Unified Development Code is hereby amended by replacing the term “shopping center” with “planned”.

Section 3: Subsection 2.2.16(F) [PSC Planned Shopping Center – *District Regulations*] of Article II of the Unified Development Code is hereby amended by adding Review Criteria.

Section 4: Subsection 2.2.20 [MU Mixed Use] of Article II of the Unified Development Code is hereby amended as set forth in Exhibit “A”.

Section 5: Section 2.10 [North Point Overlay] of Article II of the Unified Development Code is hereby added to address use and density, placemaking, site regulations, streets and blocks, parking, landscaping and screening, building design, signs, open space and EcoDistrict measures, as set forth in Exhibit “B”

Section 6: Section 3.7 [Northpoint Activity Center Guidelines] of Article III of the Unified Development Code is hereby deleted in its entirety.

Section 7: Table 2.2 of Article II of the Unified Development Code, titled “List of Permissible and Conditional Uses,” is hereby amended by inserting, in their appropriate alphabetical order, new rows to read as set forth in Exhibit “C” attached hereto as if fully set forth herein.

Section 8: If any section, subsection, provisions, or clause of any part of this Ordinance shall be declared invalid or unconstitutional or, if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent of the City Council that this Ordinance would have been adopted in its current form without the invalid or unconstitutional provision contained therein.

Section 9: This Ordinance shall be effective immediately upon its adoption by the City Council and incorporated into The Unified Development Code of the City of Alpharetta, Georgia. This Ordinance hereby repeals any and all conflicting ordinances and amendments.

SO ORDAINED this the _____ day of _____, 2018.

Approved:

Jim Gilvin, Mayor

Attest:

COUNCILMEMBERS

Coty Thigpen, City Clerk
(Seal)

Approved as to Form:

C. Sam Thomas, City Attorney

2.2.16 PSC planned shopping center.

All uses in the PSC zoning district shall be located within, or as part of a shopping center or specialty shopping center.

A. *Conditional Principal Uses.* A property in the PSC district may be used for those uses listed in Table 2.2, only upon approval as a conditional use by the city council:

1. Residential Uses

- a. Dwelling, 'For-Sale', Attached (only allowed in the North Point Overlay and not exceeding (8) dwelling units /acre unless additional density is authorized in accordance with said overlay).
- b. Dwelling, 'For-Sale', Detached (only allowed in the North Point Overlay and not exceeding (8) dwelling units /acre unless additional density is authorized in accordance with said overlay).

2. Business Uses.

- a. Art Galleries.
- b. Automobile Service Station.
- c. Automotive Parts.
- d. Bakery.
- e. Barber Shop.
- f. Bank, Savings and Loan.
- g. Beauty Shop.
- h. Brewery.
- i. Book Store.
- j. Car Wash.
- k. Carpet and Rug Sales.
- l. Clinic.
- m. Convenience Market with or without gas pumps.
- n. Dance Studio.
- o. Day Care Center.
- p. Distillery.
- q. Florist, Retail Without Greenhouse.
- r. Grocery Store (max. 50,000 SF in the North Point ~~LCI~~Overlay).
- s. Hardware Store (max. 50,000 SF in the North Point ~~LCI~~Overlay).
- t. Home Improvement Store.
- u. Laundry, Self-Serve, Pick-up.
- v. Liquor Store.

- w. Office Building or Park.
- x. Pest Control Business.
- y. Pet Grooming.
- z. Public Building.
- aa. Recreational Facilities (Indoor).
- bb. Rental Services Establishment without outside storage.
- cc. Restaurant.
- dd. Restaurant, Drive-In or Fast-Food.
- ee. Retail Sales and Services Establishments not otherwise listed for this zoning district as a permitted or conditional use.
- ff. Retail Establishment, Mixed Sales.
- gg. Theater.

hh. Drug Store (Pharmacy).

- B. *Accessory Uses.* A property in the PSC district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

Permitted accessory structures and uses include but are not limited to the following:

1. Privacy and decorative fences and walls.
2. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
3. Signs, subject to all of the requirements regulating signage herein.
4. Retaining walls and other site improvement structures approved as part of the development permit.

- C. *Conditional Subordinate Uses.* A property in the PSC district may be used for any of the following only upon approval as a conditional use by the City Council and provided that these uses in aggregate do not constitute more than 50% of the site area:

1. Residential Uses.
 - a. Reserved.
2. Business Uses.
 - a. Animal Hospital, small animals.
 - b. Automotive Parts.
 - c. Automotive Service.
 - d. Bowling Alley.
 - e. Boutique Hotel.

- f. Broadcasting Studio (radio or TV).
 - g. Building Materials, retail with enclosed storage.
 - h. Commercial Parking Lot.
 - i. Convenience Center with gas pumps.
 - j. Dry Cleaning Plant.
 - k. Dry Cleaning Plant with pick-up station.
 - l. Florist, Retail with Greenhouse.
 - m. Funeral Home with no cemetery or mausoleum.
 - n. Golf, Miniature.
 - o. Hotel or Motel.
 - p. Pet Day Care.
 - q. Pet Grooming.
 - r. Print Shop.
 - s. Radio or TV, Transmitter or Studio.
 - t. School, Commercial.
 - u. Shop or Studio, Craftsman/Artist.
3. Semipublic Uses, Utilities.
- a. Athletic Facility.
 - b. Auditorium.
 - c. Church, Synagogue.
 - d. Club, fraternity, association or lodge.
 - e. Heliport, public or private.
 - f. Museum.
 - g. Park or Playground.
 - h. Recreational Facilities (Outdoor).
 - i. School, Academic.
 - j. Spa Services.
 - k. Reserved.
 - l. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.
 - m. Wholesale Establishment.
 - n. Wireless Tower.

D. *District Regulations.*

Minimum Lot Area—the ~~planned shopping center~~ development shall occupy a total of at least 10 acres. No minimum lot size is required for each building or related development site within the overall development.

Minimum Lot Width—none.

Minimum Setbacks.

Front yard—from all street frontages:

From right-of-way of local street—50 feet.

From right-of-way of all other streets—65 feet.

Side yard—15 feet.

Rear yard—15 feet.

Maximum Coverage By Principal Buildings—40%.

Maximum Building Height—40 feet.

E. *Screening and buffers (See Sec. 2.3.5).*

F. Review Criteria. The PSC district is intended to promote specific objectives. Therefore, the following shall be considered when reviewing a PSC master plan:

1. Pedestrian connectivity to all uses.
2. Large parking areas below grade, in decks or screened. Design efforts to provide shared parking will also be considered.
3. Accommodations for public transportation.
4. Buildings that face or appear to face public roadways.
5. Appearance standards for buildings and structured parking.
6. Limitations on uninterrupted building elevations.
7. Creation of vistas and view corridors within development.
8. Focal point features at prominent locations and ends of vistas.
9. Incorporation of natural site features
10. Block lengths conducive to pedestrian traffic.
11. Detention and retention facilities designed to be aesthetically pleasing.
12. Creative methods for stormwater management to provide additional open space.
13. Attractive and usable street furniture in public spaces.
14. Emphasis on a high quality landscape plan.

TABLE 2.2 LIST OF PERMISSIBLE AND CONDITIONAL USES

On the following table, an open circle "O" means that the use will be permitted in that district only if a Conditional Use Permit is granted by the City Council. An "X" means that the use is permitted in the zone district subject to the general provisions of the Unified Development Code. For uses not included in this list or when the Director of Community Development is unable to determine placement, application shall be made to the Board of Appeals for interpretation.

USES	A G	R E	R	R- 2 2	R- 1 5	R- 1 2	R- 1 0	R- 4 A	R- 4 D	R- 8A/ D	R- 10 M	CUP *	OI *	O P	C - 1	C - 2	PS C	L I	OS -R	S U	M U
Adult Entertainment Establishment																		O			
Airport, Public/Private	O											O						O		X	
Amphitheater												O	O					X	O	X	
Animal Hospital, Small Animal (Veterinarian)	O											O			O	O	O	X			
Animal Hospital, Large Animal	O																	X			
Art Galleries												O	O	O	X	X	O	X			O
Asphalt Plant																		O			
Associations, (Clubs and Lodges)	O			O	O	O	O	O	O	O	O	O	O	O	X	X	O			X	
Athletic Facilities/Fitness Studio	O											O	O	O	X	X	O	X			O
Auditorium	O											O	O	O	O	O	O	X			
Auto Sales and Leasing (Trucks, Vans, Cars and Accessories)												O				O		X			
Automotive Parts												O			O	X	O	X			
Automotive Service												O				X	O	X			
Bakery												O	O	O	X	X	O	X			O
Bank, Savings and Loan, Mortgage Company												O	O	X	X	X	O	X			O

Barber Shop														O	O	X	X	X	O					O
Beauty Shop														O	O	X	X	X	O					O
Bed and Breakfast	X	O	O	O	O							X	O			X	X	X						O
Book Store or Stationery													O	O		X	X	O	X					O
Bottle Gas Storage and Distribution																			X					
Boutique Hotel													O	O			O	O	O					O
Bowling Alley													O	O			X	O	X					
Brewery													O	O		O	O	O	X					O
Broadcasting Studio (Radio and TV)	O												O				X		X					
Builder's Equipment/Material	O												O				X		X					
Car Wash														O			O	O	X					
Carpenter Shop, Woodworking	O																		X					
Carpet and Rug Sales																X	X	O	X					
Cemetery	O																						O	
Check Cashing																O	O		X					
Church, Synagogue	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	X		O	O	
Clinic, Public/Private													O	O	X	X	X	O						O
Concrete Plant																			O					
Congregate Housing, Assisted Living Facility											O	O	O		O	O		X					O	
Contractor's Office without outside storage													O	O	X	X	X		X					O
Contractor's Office with outside storage													O			O	X		X					

Convenience Center w/Gas Pumps													O	O			X	O	X			
Country Club	O	O	O	O	O	O	O	O	O	O	O	O	O									
Dance Studio													O	O			X	X	O	X		O
Day Care Center													O	O	X	X	X	O	X			O
Discount Store																			X			
Distillery													O	O			O	O	O	X		O
Drug Store (Pharmacy)													O	O			X	X	<u>O</u>	X		O
Dry Cleaning, Pick-Up Station													O	O	O	X	X	O	X			O
Dry Cleaning, Plant																		O	O			
Dwelling, 'For-Sale', Attached									X		X	X	O					<u>O</u>				O
Dwelling, 'For-Sale', Detached	X	X	X	X	X	X	X			X	X		O					<u>O</u>				<u>O</u>
Dwelling, 'For-Rent'												X	O				O	O				O
Dwelling, Group												O	O	O			O	O				O
Equestrian Center	O	O	O	O	O								O								X	O
Extended Stay Hotel (see Section 2.7)													O	O			O		O			
Family Day Care Home (accessory use)	X	X	X	X	X	X	X	X	X	X	X	X	O									
Farmlands (including Livestock, poultry)	X																					
Fire station													O	O							X	
Fireworks Sales																			X			
Florist, Retail													O	O	O	X	X	O				O
Florist, Retail with greenhouse																	O	O				

Funeral Homes with no cemetery or mausoleum													O	O		O	O	O	X			
Glass Fabrication																			O			
Golf Course, Driving Range	O	O	O	O	O	O	O	O	O	O	O	O	O	O							X	
Golf, Miniature													O	O		O	O	O				
Greenhouse, Nursery	O																O		X			
Grocery Store													O			O	X	O	X			<u>O</u>
Group Home, Special Care Home (accessory use)	X	X	X	X	X	X	X	X														
Hardware and Garden Supply Store													O			X	X	O	X			<u>O</u>
Heliport, Public/Private	O												O	O				O	X		X	O
Home Improvement Store																	X	O	X			
Home-Elderly, Children, Nursing												O	O	O		X	X		X			
Hospital													O	O		O	X		X		X	
Hotel or Motel													O	O		O	O	O				O
Indoor Shooting Range																			O			
Junk Yard																			O			
Kennel	O																		X			
Laboratory, Research Commercial													O	O					X			
Laundry, Industrial													O						O			
Laundry, Self-Serve, Pick-Up													O			X	X	O	X			
Limousine Service and Taxi (with or																	O		X			

without outside vehicle storage)																			
Liquor Store												O	O		O	X	O	X	O
Locker, Frozen Food or Cold Storage												O					X		
Machine Shop																	X		
Manufacturing, Heavy, General																	O		
Manufacturing, Light, Limited												O	O				X		
Massage Therapy															O		X		
Mini-warehouse Storage, Conditioned or Unconditioned space																	X		
Museum and Libraries												O	O		X	X	O	X	X
Nail Salon												O	O		X	X	O	X	O
Office												O	O	X	X	X	O	X	O
Outdoor Recreational Facilities (Commercial) (Playfields, etc.)												O	O		O	O	O	X	X
Park and Playground	X	X	X	X	X	X	X	X	X	X	X	O	O	X	X	X	O	X	X
Parking Lot, Commercial												O	O		O	X	O	X	
Pawn Shop																	X		
Pest Control Business (with or without onsite chemical storage)															O	O		X	
Pet Day Care												O			X	X	O	X	
Pet Grooming												O			X	X	O	X	O
Power Station												O					O	O	
Print Shop												O	O	X	X	X	O	X	O

[illegible]

Service Station, Automotive														O	O			X	O	X			
Sewage, Disposal Plant																				O			
Shop or Studio, Craftsman/Artist														O		O	X	X	O	X			
Small Appliance Repair Shop																		O		X			
Smoke Shop and Tobacco Store																	O	O		X			
Spa Services														O	O	O	O	O	O	X			O
Storage, Inside																				X			
Storage, Outside																				X			
Switching Station (Telecom)														O						X			
Tattoo Parlor and Body Piercing																				X			
Taxidermist	X																			O			
Theater, Cinema														O	O		X	X	O	O			O
Tire Retreading																							
Transfer Station																				O			
Utility Substation	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	X	
Welding Shop																				X			
Wholesale (storage and distribution)														O					O	X			
Wireless Tower (subject to approval of conditional use permit in accordance with Section 2.8.7)	O													O	O			O	O	O		O	

EXHIBIT A:

EXHIBIT A

2.2.20 MU mixed use district.

This district is intended to allow for the development of a mix of uses within the framework of a master plan. The district regulations are intended to allow greater design flexibility in order to accommodate a pedestrian focused environment that provides opportunities for living, working, shopping, recreation and entertainment.

- A. *Applicability.* This zoning district is applicable to properties located within:
1. Areas that are primarily non-residential in character; or
 2. Along major roadways that are primarily commercial in character; or
 3. Historic Downtown Alpharetta; or
 4. As noted in the Comprehensive Land Use Plan.
- B. *Permitted Principal Uses.* A property in the MU district may be used only for those uses approved as part of the conditions of approval of the MU zoning on the property and as further limited below.
1. *Dwelling, attached or detached:* At least 25% of the MU development shall be utilized as residential dwellings. Land use calculations shall utilize gross floor area for vertical mix of uses and land area for horizontal mix of uses.

Dwelling, 'For-Rent' and 'For-Sale' units shall require conditional use approval as set forth in Table 2.2.
 - ~~32.~~ *Commercial:* At least ~~1025~~ % of the MU development shall be utilized as commercial uses (as approved in the MU master plan). Land use calculations shall utilize gross floor area for vertical mix of uses and land area for horizontal mix of uses.
 - ~~43.~~ *Open Space:* MU developments shall incorporate the following amounts and types of open space:
 - ~~a. Public~~ *All developments:* ~~Space:~~ A minimum of 10% of the gross land area ~~must shall~~ be designed for ~~public use as recreation, entertainment and/or civic space in conformance with Sec. 2.10.10.C of the North Point Overlay.~~
 - ~~a.b.~~ *Developments with residential uses:* In addition to the requirements of "a" immediately above, ~~E~~each MU development containing residential uses shall provide a minimum of one acre of open space/100 population generated by residential uses. Household size shall be calculated using the most current US Census data for the City of Alpharetta. ~~Required open space and civic space shall be achieved on-site and exclusive from each other.~~ This requirement shall not apply in the North Point Overlay, where alternate standards apply.
 - ~~54.~~ *Office/Institutional:* At least 25% of the MU development shall be utilized for office buildings. Land use calculations shall utilize gross floor area for vertical mix of uses and land area for horizontal mix of uses.
 5. Redevelopment projects that incorporate existing buildings and do not conform to the dwelling, commercial, or office/institutional percentages set forth in "1", "2" or "4" above

(prior to redevelopment) are not subject to said requirements when all of the following are met:

- a. At least 75% of the total existing floor area remains after redevelopment; and
- b. The total floor area of new construction does not exceed the total floor area of existing buildings to remain; and
- c. The redevelopment does not increase the degree of non-conformity with regards to the percentages set forth in "1", "2" or "4" above.

~~6. *Open Space:* Each MU development shall provide a minimum of one acre of open space/100 population generated by residential uses. Household size shall be calculated using the most current US Census data for the City of Alpharetta. Required open space and public space shall be achieved on-site and exclusive from each other.~~

As determined by City staff, uses shall be calculated using one of the following methods:

Horizontal Mixed Use: Land Use Land Area (acres)/Total MU Land Area (acres) = % Land Use of MU Development

Example: 25 acres of Residential Land Use/100 acres of MU Land Area = 25% Residential Land Use of MU Development

Vertical Mixed Use: Land Use Gross Floor Area (square feet)/Total Gross Floor Area of All MU Development (square feet) = % Land Use of MU Development

Example: 25,000 SF of Commercial Land Use/100,000 SF for All Vertical Development = 25% Commercial Land Use of MU Development

Combination of Horizontal and Vertical Mixed Use:

Land Use Gross Floor Area (square feet)/Total Gross Floor Area of All MU Vertical and Horizontal Development (square feet) = % Land Use of MU Development

Example: [25,000 SF of Vertical Commercial Land Use + 25,000 SF of Horizontal Commercial Development]/200,000 SF for All Vertical and Horizontal Development = 25% Commercial Land Use of MU Development

C. *Conditional Uses.* A property in the MU district may be used for those uses listed below and in Table 2.2, as well as, any additional uses included in the conditions of approval for the MU zoning on the property. Conditional uses not included in the master plan shall require a public hearing by the Planning Commission and approval by the City Council.

1. *Residential Uses:*

- a. Dwelling, Group (assisted living facility, progressive care facility).
- b. Dwelling, 'For-Rent'.
- c. Dwelling, 'For-Sale', Attached and Detached.
- d. Bed and Breakfast.

2. *Commercial Uses:*

- a. Bank, Savings & Loan.
- b. Boutique Hotel.
- c. Brewery.
- d. Contractor's Office (no on site storage).
- e. Day Care Center.
- f. Distillery.
- g. Entertainment Venue (jazz club, comedy club, dinner theater, etc.).
- h. Hotel/Motel.
- i. Liquor Store.
- j. Outdoor/Indoor Recreation Facilities.
- k. Religious Institution.
- l. School, Commercial.
- m. Spa Services.
- n. Theater, Cinema.
- o. Grocery Store (max. 50,000 SF in the North Point LCI Overlay).
- p. Drug Store (Pharmacy).
- q. Hardware Store (max. 50,000 SF in the North Point Overlay LCI).

3. *Semipublic Uses, Utilities:*

- a. Athletic Facilities.
- b. Public Building.
- c. School, Academic.

D. *District Regulations.*

Minimum Lot Size: The minimum area permitted to be zoned for an MU development is 25 acres.

Maximum Density of Dwelling Units: The MU master plan shall establish maximum density for each area within the development. Density for all residential units combined shall not exceed eight (8) dwelling units/acre, except when City Council approves greater density by conditional use in the North Point Overlay. Density shall be calculated based on the gross acreage of the entire MU master plan.

Development Standards: Regulations governing lot size, lot width, setbacks, principal building coverage, floor area of dwelling unit, and height shall be established for each area within the MU master plan and approved through the public hearing process.

Maximum Impervious Area: 80% for the entire MU development.

~~Public-Civic Space: Each MU development shall have a minimum of 10% of the gross land area designed for public use. Public space shall be used for recreation, entertainment or civic purposes and may include plazas, outdoor theaters, sculpture gardens, parks, playground, community gardens or any other spaces where people can gather. Business kiosks shall be located outside of public space. Sidewalks and residential amenities may not be included within the public space requirement. See Sec. 2.20.B.3.~~

Open Space: Open space may include residential recreational amenities. However, at least 50% of the required open space shall be provided in passive land area(s).

E. *Review Criteria.* The MU district is intended to promote specific objectives. Therefore, the following shall be considered when reviewing an MU master plan:

1. Retail, restaurant, office, and personal service uses at ground level.
2. Pedestrian connectivity to all uses.
3. Large parking areas below grade, in decks or screened. Design efforts to provide shared parking will also be considered.
4. Accommodations for public transportation.
5. Buildings that face or appear to face public roadways.
6. Appearance standards for buildings and structured parking.
7. Limitations on uninterrupted building elevations.
8. Creation of vistas and view corridors within development.
9. Focal point features at prominent locations and ends of vistas.
10. Incorporation of natural site features
11. Block lengths conducive to pedestrian traffic.
12. Detention and retention facilities designed to be aesthetically pleasing.
13. Creative methods for stormwater management to provide additional open space.
14. Attractive and usable street furniture in public spaces.
15. Emphasis on a high quality landscape plan.
16. Number of office jobs internally captured on-site.

F. *Time Linkage/Concurrency.* In order to ensure that the objectives of MU district are met and development occurs which incorporates a mix of uses, a development phasing strategy or time line shall be established for each MU project, subject to the following:

1. Open Space and Civic Space. No certificate of occupancy for any use shall be issued until a proportional amount of required open space and civic space has been installed.

Furthermore, ~~W~~hen reviewing the phasing strategy or timeline, the City Council may link the issuance of other permits and/or certificates of occupancy for a portion of the development with the completion of other portions of the development.

EXHIBIT B:

EXHIBIT B

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Sec. 2.10. North Point Overlay

2.10.1. General Provisions

A. Title

This Section shall be known as the “North Point Overlay” or may be internally cited as “this overlay.”

B. General Purpose

The purpose of this overlay is to enable and support the implementation of the following policies:

1. That North Point is a focal point for high-quality development and redevelopment in the City of Alpharetta as established in the North Point Livable Centers Initiative Plan and the City of Alpharetta 2035 Comprehensive Plan.
2. That North Point should be a live-work-play district featuring a balanced mix of uses that complement the city’s overall mix.
3. That development and redevelopment should incorporate environmental stewardship and sustainability.
4. That the redevelopment of large areas of surface parking can accommodate growth and expand the transportation system.
5. That the existing greenway system should be enhanced and expanded as an amenity.
6. That a range of useable and interconnected open spaces including parks, squares, playgrounds, and preserved environmentally sensitive areas should be distributed throughout North Point.
7. That development should adequately accommodate automobiles while respecting the pedestrian and the design of the public realm.
8. That interconnected networks of streets should be designed to disperse traffic and reduce the length and number of automobile trips.
9. That development patterns should make walking and bicycling safer and more pleasant.
10. That buildings and landscaping should contribute to the physical definition of streets and open spaces.
11. That the harmonious and orderly development and redevelopment of North Point should be secured through these regulations.

C. Applicability

1. This overlay applies within the area be shown on the Official Zoning Map and labeled “North Point Overlay.”
2. Parcels within this overlay shall be subject to both the requirements of this Section and the requirements of their underlying zoning district, subject to the conflict provisions in “3” immediately below.
3. When requirements of this overlay conflict with any requirement of the underlying zoning or any other provision of the City Unified Development Code (UDC), the requirements of this overlay shall prevail.
4. When the word “street” is used it means both public and private streets unless stated otherwise.

D. Conformance Requirements

1. All buildings, structures or land, in whole or in part, must be used or occupied, in conformance with this overlay. All buildings or structures, in whole or in part, must be erected, constructed, moved, enlarged or structurally altered in conformance with this overlay.
2. Nothing in this overlay shall require any change in the plans, construction or intended use of a building or structure for which a lawful permit has been issued or a lawful permit application has been accepted before the effective date of this overlay, provided that the construction under the terms of such permit is diligently followed until its completion.

E. Conflicting Provisions

1. It is not the intent of this overlay to interfere with or abrogate or annul any easements, covenants or other agreements between parties; provided, however, that where this overlay imposes a greater restriction upon the use of property, or requires more space than is imposed or required by other resolutions, rules or regulations, or by easements, covenants or agreements, the provisions of this overlay shall govern.
2. Nothing herein shall be construed as repealing or modifying the conditions of operation or conditions of site development accompanying those zoning approvals, variances, or use permits issued prior to the existence of this overlay; however, modification or repeal of these past conditions of approval may be accomplished through a zoning change in accordance UDC Section 4.2.

F. Definitions

The following words, when used in this overlay, shall have the following meanings. Terms not defined here shall be accorded their commonly accepted meanings. In the event of conflicts between these definitions and those of UDC Sec. 1.4, those of this overlay shall take precedence.

Architectural block. A building component made from cast concrete with an exterior facing that resembles natural stone.

Planter. A zone adjacent to the curb intended for planting street trees and the placement of street furniture including light poles, litter receptacles, and similar items.

Stub-out. A shortened thoroughfare which is intended to provide connectivity at some point in the future.

Wall Plate. A horizontal load-bearing member in a wall assembly. The top of the wall plate is the topmost structural piece of the wall.

G. Text and Graphics

Illustrations, photos, and graphics are included in this overlay to illustrate the intent and requirements of the text. In the case of a conflict between the text of this overlay and any illustrations, photos, or graphics, the text governs.

H. Place Making

The design of streets, streetscapes, open spaces, civic spaces, and other features regulated by this overlay must incorporate signage, plantings, lighting, materials, and other placemaking elements as follows:

1. In accordance with placemaking plans adopted by the City of Alpharetta; or
2. As submitted by the applicant and approved by the Director of Community development if no plans identified in "1" immediately above have been adopted.

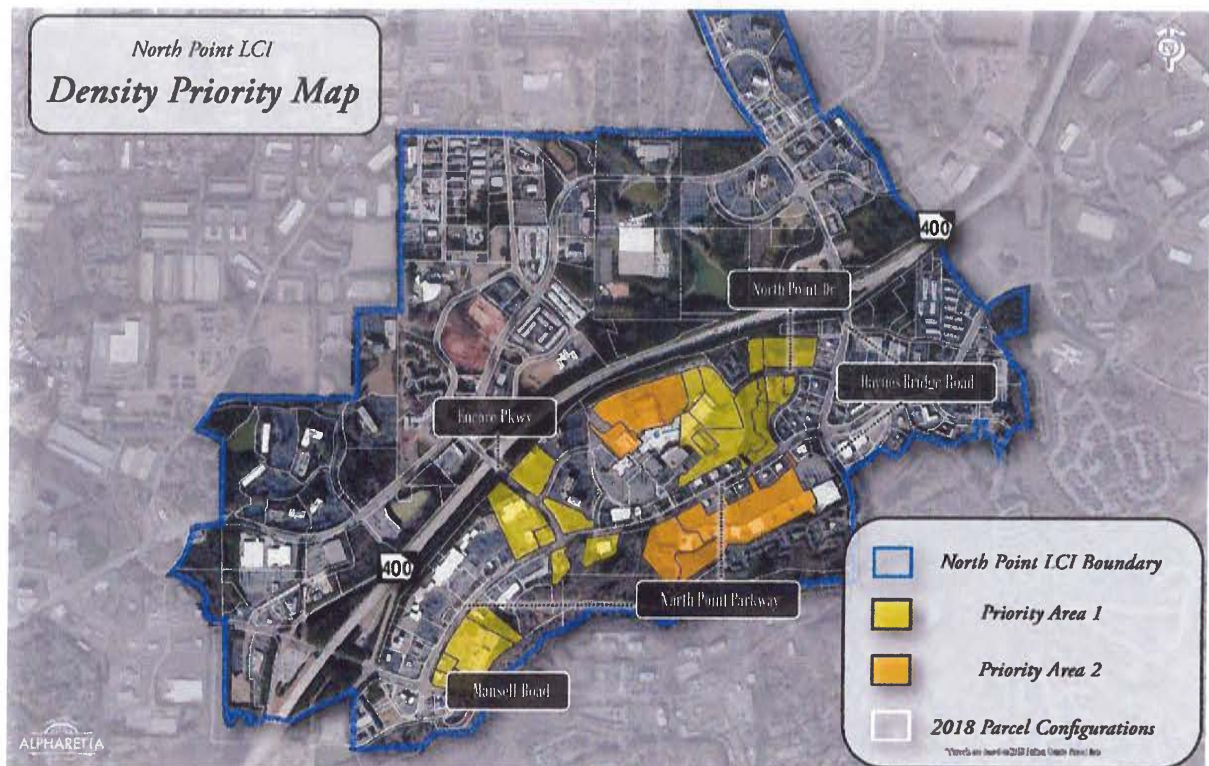
2.10.2. Use and Density

A. Use Provisions

Uses must be in accordance with the underlying zoning district.

B. Residential Density

1. Residential density must be in accordance with the underlying zoning district except as otherwise provided for by "2" immediately below.
2. When a site is located in a Priority Area 1 or Priority Area 2 of the North Point LCI, as shown in the below North Point LCI Density Priority Map, City Council may authorize residential density over what the underlying district allows by conditional use. The area subject to the conditional use requests shall conform to both the minimum acreage requirements of the underlying district and any previously approved master plans, as **amended, as** applicable.



3. In reviewing a request for conditional use, City Council must give the consideration to the following criteria in addition to the set forth in UDC Section 2.2.a:
 - a. Conformance with the North Point Livable Centers Initiative Study, the Comprehensive Plan, and other City policies, plans, and initiatives;
 - b. The City of Alpharetta Rental housing study;
 - c. The number of EcoDistrict measures incorporated under Section 2.10.11, provided that development projects seeking to increase residential density shall incorporate measures totaling 10 points minimum;
 - d. The impact on the public health, safety, and general welfare; and
 - e. Other considerations deemed material to the application by city council.

2.10.3. Site Regulations

A. Corridor Types Established

This overlay uses corridor types to regulate the design of sidewalks, sites, buildings, and other purposes, as shown in the Site Regulation Table and as referenced in other Sections. Corridor types include:

1. **Type A Corridors**, which include Mansell Road and Haynes Bridge Road.
2. **Type B Corridors**, which include North Point Parkway and Westside Parkway
3. **Type C Corridors**, which include Encore Parkway, North Point Drive, and other existing or proposed internal streets.
- ~~3.4.~~ **Type D Corridors**, which include proposed internal streets created within existing parking lots.

B. Site Regulation Table

Sites must be developed in accordance with the following Site Regulation Table.

Site Regulation Table

Site Design Standards				
				
	Type A Corridors	Type B Corridors	Type C Corridors	Type D Corridors
Building Setback (from the back of required sidewalk)	20 ft. min./ 100 ft max.	10 ft. min./ 60 ft. max.	No min./ 10 ft. max.	No min./ 10 ft. max.
Building Height (as measured along the applicable corridor)	20 ft. or 2 story min., whichever is higher/ Max. per Sec. 2.10.3.D.	20 ft. or 2 story min., whichever is higher/ Max. per Sec. 2.10.3.D.	No min./ Max. per Sec. 2.10.3.D.	No min./ Max. per Sec. 2.10.3.D.
Surface Parking Lots (see UDC Sec. 3.2.8.C and Sec. 2.10.7.A)	May be anywhere on the lot.	Only one row of parking (parallel with the road) is allowed between primary buildings and a public street.	Must be behind or beside primary buildings. No parking or driveways parallel to the roadway may be between primary buildings and a public street.	Must be behind or beside primary buildings. No parking or driveways parallel to the roadway may be between primary buildings and a public street.
Streetscape Standards				
	Type A Corridors	Type B Corridors	Type C Corridors	Type D Corridors
Sidewalk	12 ft. min.	12 ft. min.	12 ft. min.	10 ft. min.
Planter	8 ft. min.	10 ft. min.	6 ft. min.	4 ft. min.
Planter Pedestrian Light Spacing (see Sec. 2.10.5.D.3)	40 ft. on-center max.	40 ft. on-center max.	40 ft. on-center max.	40 ft. on-center max.
Planter Tree Spacing (see Sec. 2.10.5.D.22.10.5.D)	40 ft. on-center max.	40 ft. on-center max.	40 ft. on-center max.	40 ft. on-center max.
Landscape Strip	Per UDC Sec. 3.2.8.D (see note 1)	Per UDC Sec. 3.2.8.D (see note 1)	Per UDC Sec. 3.2.8.D. (see note 1)	Per UDC Sec. 3.2.8.D. (see note 1)

Note 1: The Director of Community Development has the authority to reduce or eliminate UDC Sec. 3.2.8.D landscape strips adjacent to buildings with ground floor commercial uses that front and are accessible from the adjacent sidewalk.

C. Minimum Lot Size

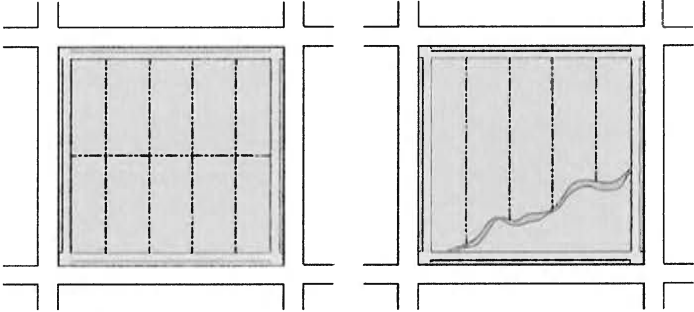
1. Minimum lot size in accordance with the underlying zoning district except as otherwise provided for by "2" immediately below.
2. When the underlying zoning is MU (Mixed-use district) the minimum lot size is as follows:
 - a. Dwelling, 'For-Sale' Detached: Min. 2,500 sf, when the use is otherwise permitted.
 - b. Townhouse/Rowhouse: Min. 900 sf, when the use is otherwise permitted.

D. Maximum Building Height

1. Maximum building height must be in accordance with the underlying zoning district, including any approved master plan conditions, except as provided for by "2" immediately below.
2. When the underlying zoning is MU (Mixed-use district) the maximum building height is 4 stories or 60 feet, whichever is less, provided that City Council may authorize greater building heights for non-residential uses by conditional use.

2.10.4. Blocks and Access**A. Blocks**

1. Sites over 4 acres in size must incorporate existing or new streets that terminate at other existing or new streets to form an interconnected network with the maximum block perimeter of 1,600 feet.
2. In addition to the block standards above, blocks containing exclusively 'For Sale' detached dwellings must be wide enough to provide two tiers of lots, except where fronting on arterial streets prevented by topographical conditions or size of the property, in which case the City Transportation Engineer may require and/or approve a single tier of lots.


3. Other than stub-out streets, dead-end streets are not allowed unless a variance is granted for topographic hardship.

4. Block Measurement

- a. A block is bounded by a public or private right-of-way (not including an alley). All public or private rights-of-way proposed as part of a development must be improved with a street.
- b. Block perimeter is measured along the edge of the property abutting the public or private right-of-way, except for the measurement of dead-end streets, which are measured from intersecting centerlines.
- c. The City Transportation Engineer may modify the block perimeter requirements when steep slopes in excess of 18.25%, preexisting development, tree protection areas, stream buffers, cemeteries, open space, or easements would make the provision of a complete block infeasible.
- d. Where the block pattern is interrupted by public parkland, including greenways, that is open

and accessible to the public, pedestrian access points must be provided with a minimum spacing equal to half of the maximum block perimeter.

5. No public or private street, including alleys, may be gated.

B. Access

1. General

When land is subdivided or otherwise developed, parcels and buildings must be arranged and designed so as to allow for the opening of future streets and must provide access to those areas not presently served by streets. No development may be designed to completely eliminate street access to abutting parcels without current street access.

2. Stub-Out Streets

- a. Stub-out streets within new development must be installed to meet the block standards of [Sec. 2.10.4.A](#).
- b. [Depending on the nature of the adjacent property \(such as the Georgia 400 buffer\)](#), the stub-out street right-of-way, pavement, and curbing must extend to the boundary of the abutting parcel to the point where the connection to the anticipated street is expected.
- c. Where a stub-out street is provided, a sign noting the future street extension must be posted at the applicant's expense.
- d. Connecting to an Existing Stub-Out Street. If a stub-out street exists on an abutting parcel, the street system of any new development must connect to the stub-out street to form a through street.

3. Exception.

The City Transportation Engineer may eliminate the requirement for a stub-out street or require pedestrian and bicycle-only access when steep slopes in excess of [1825%](#), freeways, waterways, tree conservation areas, flood zones, stream buffers, greenways, open space, or easements would make the provision of a stub-out street infeasible.

C. Vehicle Cross-Access

All lots must comply with the following standards.

1. Internal vehicular circulation areas must be designed and installed to allow for cross-access between abutting lots, [depending upon the nature of the adjacent property \(such as Georgia 400 buffer\)](#).
2. Vehicle cross-access may not be gated.
3. When an abutting lot is vacant or already developed, a stub for a future cross-access connection must be provided at the point where the connection to the abutting parcel is expected to occur in the future.
4. If a cross-access driveway stub exists on an abutting parcel, the internal vehicular circulation area must connect to the stub to form a cross-access connection.
5. When cross-access for vehicles is deemed impractical by the City Transportation Engineer on the basis of topography, the presence of natural features, or vehicular safety factors, the requirement for cross access may be waived. Bicycle and pedestrian connections must be

provided between abutting properties when cross-access is waived.

6. Property owners who establish cross-access easements must:
 - a. Allow pedestrian and vehicular access to all properties on the same block face as the property owner establishing the cross-access. Pedestrian and vehicular access is contingent upon the granting of reciprocal vehicular, bicycle, and pedestrian access rights to the granting property;
 - b. Record an easement allowing cross-access to and from properties served by the cross-access easement;
 - c. Record a joint maintenance agreement requiring each property owner to maintain the vehicular, bicycle, and pedestrian access areas on their lot;
 - d. Contain a provision prohibiting the erection of fences, walls and other obstructions that prevent the use of vehicular, bicycle, and pedestrian access ways;
 - e. Include a statement that the cross-access agreement is conveyed with the land, is binding on all successors, heirs and assigns and that the easement rights are perpetual; and
 - f. The cross access agreement must be signed by all owners of the granting property.

2.10.5. Streets

A. Applicability

1. The Section applies to:
 - a. New development;
 - b. Existing developed sites when more than 25% of the site area is disturbed, except as provided for in "2" immediately below;
 - c. Existing principal buildings that are expanded, except as provided for in "2" below immediately; and
 - d. Existing principal buildings that are renovated or repaired and the value of said work exceeds 50% of the building's replacement cost, except as provided for in "2" immediately below.
2. The Director of Community Development may grant variances to any requirement of this Section for existing developed sites and existing buildings (except as specifically delegated to the City Transportation Engineer) when one or more of the following exists:
 - a. The streetscape or multi-use trail would render a site non-conforming with regard to vehicular parking; or
 - b. Existing topography, trees, buildings, bridges, utilities, retaining walls, or other existing features render this Section unreasonable.
3. This Section does not apply on a parcel for which a Land Disturbance Permit or Building Permit is issued but where the Director of Community Development determines that the permit is for an accessory use or structure to the principal use or structure or for minor repairs or additions to the principal building or structure in existence.

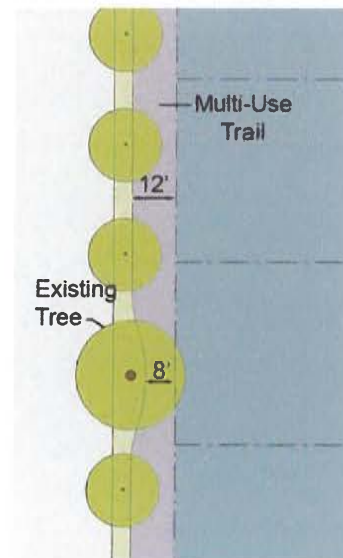
B. Streetscapes

1. Streetscapes Required

- a. New public and private streets must include sidewalks and planters as identified in the Streetscape Standards of the Site Regulation Table prior to the issuance of Certificate of Occupancy, except as indicated in "d" immediately below.
- b. Existing streets that do not meet the Streetscape Standards of the Site Regulation Table must be brought into compliance with said standards along the site's frontage prior to the issuance of Certificate of Occupancy, except as indicated in "d" immediately below.
- c. On existing streets where there is insufficient right-of-way for the required streetscape improvements, the right-of-way needed for such improvements may be expanded by mutual agreement between the property owner and the entity holding the right-of-way, or a public access easement may be provided to the City to meet the required improvements.
- d. On streetscapes that are or will be within the public right-of-way, root barriers are required between the sidewalk and any adjacent landscape strips or planters, subject to approval of the City Arborist.
- e. The City encourages the use of multi-functional runoff reduction measures in the streetscape, including bioretention areas, stormwater tree box, and planter box. The dimensional standards for planting area, tree spacing, and planting type be varied to accommodate runoff reduction measures.
- f. Alternative streetscape may be approved by City Transportation Engineer for multi-use trails in accordance with [Sec. 2.10.5.C](#).

C. Multi-Use Trails

1. Multi-use trails shall have an average width of 12 feet, but their width may be periodically reduced to 8 feet where topography, wetlands, stream buffers, existing buildings, existing trees, or other existing conditions render this requirement infeasible. The maximum length of this reduced width is 400 feet.
2. A multi-use trail may be required instead of a sidewalk along any new or existing street when the location is identified for a multi-use trail in the North Point Livable Centers Initiative Study or another plan that has been adopted by the City of Alpharetta. A multi-use trail may be required in other locations identified for a multi-use trail in the North Point Livable Centers Initiative Study, the Alpha Loop Plan, or another plan that has been adopted by the City of Alpharetta.
3. Where a City of Alpharetta park or access easement held by the City of Alpharetta abuts a street subject to "1" above, the multi-use trail may also be located in such park or easement.
4. In approving a multi-use trail in lieu of a sidewalk, the City Transportation Engineer may reduce the planter width to a minimum width of 5 feet.



D. Planter

1. Shrubs and landscaping may be planted in the planter as follows:
 - a. When shrubs are installed in the planter and adjacent on-street parking exists, a hardscaped clear zone of at least 2 feet in width (measured from the face of curb) must be installed

adjacent to said parking. Additionally, a hardscape walking area at least 2 feet in width must be installed from the parking to the sidewalk.

- b. Shrubs may not exceed 36 inches in height.
- 2. Street trees must be planted in the planter as follows:
 - a. Overstory trees must be planted in the planter in accordance with the Streetscape Standards of the Site Regulation Table. Newly planted trees shall be a minimum of 3½ inches in caliper, and must be limbed up to a minimum of 7 feet.
 - b. Trees must have a pervious planting area that is at least 6 feet wide by 10 feet long, 3 feet deep, and 1,800 cubic feet in soil volume. Tree grates are not allowed unless the City Arborist determines that they will not negatively impact tree health.
 - c. Shrubs, groundcover, or mulch must be installed in the tree planting area identified in “c” immediately above when tree grates are not installed. Shrubs must conform to “1” immediately above.
- 3. Pedestrian Lights
 - a. Pedestrian lights must be installed in the planter in accordance with the Streetscape Standards of the Site Regulation Table.
 - b. Pedestrian lights must be spaced evenly between overstory street trees.
 - c. Pedestrian light spacing may be increased by the Director or Community Development along existing streets when trees, traffic control devices, or other existing conditions prevent the required spacing.

E. On-Street Parking

Newly-created on-street parking on public or private streets must conform to the following:

- 1. A bulbout must be provided at the end of every four parallel parking spaces and every six angled or perpendicular spaces. More frequent bulbouts are also allowed.
- 2. Each bulbout must include at least one overstory tree. Newly planted trees must be a minimum of 3½ inches in caliper, and must be limbed up to a minimum of 7 feet.
- 3. Trees must have a pervious planting area that is at least 6 feet wide by 10 feet long, 3 feet deep, and 1,800 cubic feet in soil volume. Tree grates are not allowed unless the City Arborist determines that they will not negatively impact tree health.

2.10.6. Parking and Loading

A. Vehicular Parking

1. Minimum parking requirements are 20% less than otherwise required by the UDC. Parking requirements may be further reduced based upon an Urban Land Institute shared parking analysis or other parking analyses acceptable to the City, subject to approval of the Director of Community Development.
2. Where on-street parking spaces exist in the public right-of-way, one on-street parking space may be substituted for every required parking space, provided:
 - a. The on-street space immediately abuts the subject property.
 - b. Each on-street parking space may only be counted for one property. Where a space straddles an extension of a property line, the space may only be counted by the owner whose property abuts 50% or more of the on-street parking space.
 - c. The Director of Community Development, in consultation with the City Transportation Engineer, may determine that to ensure future roadway capacity or other public purposes, the on-street parking credit may not be available.
3. To encourage efficient land use and shared parking, the impervious area of surface parking stalls shall not exceed the surface area of the building they serve.

B. Driveways

1. Applicability

This following applies to driveways, including those serving alleys, but not to new streets in conformance with **Sec. 2.10.4.A.**

2. Spacing

Driveways must be spaced as follows:

- a. Along Type A and B Corridors driveways must be at least 400 feet apart.
- b. Along Type C Corridors driveways must be at least 200 feet apart.
- b-c. Type D Corridors driveways must be at least 150 feet apart.

3. Location

Driveways may not be located on a Type A Corridor or Type B Corridor when access is available from a Type C or Type D Corridor.

C. Design of Parking Structures

1. When a parking structure fronts an arterial or collector street its ground story must have active uses (such as, but not limited to, residential, commercial, office, or civic space) between the parking structure and said street. The active use must be at least 20 feet deep.
2. Where any ed portions of structured parking are adjacent to or visible from any street or the Big Creek Greenway, they must be screened so that cars and ramps are not visible from ground level view from the adjacent parcel, adjacent street (not including an alley), or adjacent Big Creek Greenway. Screening must include:
 - a. Evergreen trees, vines, and landscaping that physically attached to the parking; or
 - b. A façade having the appearance of a horizontal storied building; or
 - c. A combination of “a” and “b” immediately above.

D. Loading

1. Loading areas for new buildings must be located to the rear of buildings. Loading

areas may not be placed between a building and the closest adjacent street or between a building and the Big Creek Greenway.

2. If a loading area is provided, it must meet the following.
 - a. Where a loading dock designed for tractor-trailers is placed between a shared lot line or building and the closest adjacent street (not including an alley) or the Big Creek Greenway, the entire length of the loading area must be screened.
 - b. Screening must consist of either:
 - i. An 8-foot high wall compatible with the principal building in terms of texture, quality, material and color; or
 - ii. Evergreen plant material that can be expected to reach a height of 8 feet with a spread of 4 feet within 3 years of planting.

E. Parking Locations

Driveway and off-street parking lots are only allowed between a building and the closest street when indicated in the Site Regulations Table.

2.10.7. Landscaping and Screening

A. Parking Lot Landscaping

All parking lots must conform to the requirements of UDC Sec. 3.2.8.C and these additional standards.

1. Landscaped areas within the interior of the parking area may be designed as bio-retention areas, using inwardly draining swales without curbs, in lieu of raised planting areas surrounded by curbs, provided that each parking space provides a wheel stop and provided that depressed areas adjacent to driving aisles are surrounded by painted lines or flush curbing to separate landscaping

from driving aisles.

2. Landscape design and material selection may incorporate practices of water conservation and xeriscape. Use of native materials is encouraged. Plant materials should be arranged so that plants that require similar amounts of irrigation are placed together wherever possible.

B. Foundation Plantings

All building foundations facing a public street must conform to these standards, except as provided for in "3" immediately below:

1. Foundations must be screened with continuous evergreen or semi-evergreen shrubs
2. At the time of installation, the screening must be at least 1 foot in height and reach a height of 3 feet within 3 years of planting.
3. Foundation plantings are not required adjacent to ground floor commercial fenestration when said plantings would obstruct views into the commercial establishments, subject to approval of the Direct of Community Development.

C. Service Areas

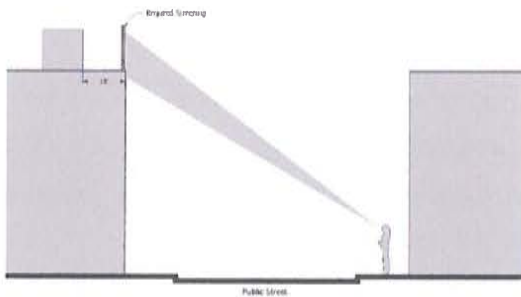
1. Trash and recycling collection and other similar service areas must be located to the side or rear of buildings and may not be between a building and the street.
2. Service areas must be screened on 3 sides and on the 4th side by a solid gate at a minimum of 6 feet in height.
3. Screening must consist of:
 - a. A 6-foot high wall; or
 - b. Evergreen plant material that can be expected to reach a height of 6 feet with a spread of 4 feet within three years of planting.
4. Screening walls must be opaque and be

constructed of one or a combination of the following: architectural block; brick; stone; cast-stone; or stucco over standard concrete masonry blocks.

5. The gate must be self-locking and maintained in good working order.

D. Roof-Mounted Equipment

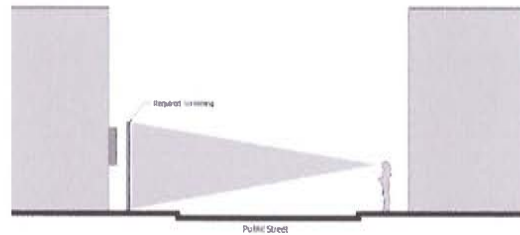
1. Roof-mounted equipment must be set back at least 10 feet from the edge of the roof and screened from ground level view from the abutting parcel or street (not including an alley).
2. New buildings must provide a parapet wall or other architectural element that is compatible with the principal building in terms of texture, quality, material, and color that fully screens roof-mounted equipment from ground level view.



3. For buildings with no or low parapet walls, roof mounted equipment must be screened on all sides by an opaque screen compatible with the principal building in terms of texture, quality, material, and color.

E. Wall-Mounted Equipment

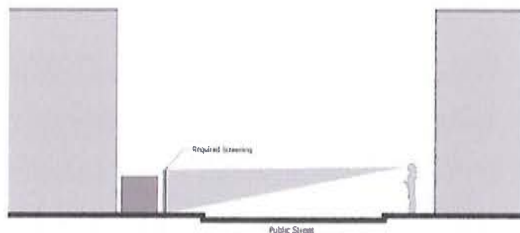
1. Wall-mounted equipment located on any surface that is visible from a street (not including an alley) or the Big Creek Greenway must be fully screened by landscaping or an opaque wall or fence that is compatible with the principal building in terms of texture, quality, material, and color.



2. If required, sScreening must be of a height equal to or greater than the height of the mechanical equipment being screened.

F. Ground-Mounted Equipment

1. Ground-mounted mechanical equipment that is visible from a street (not including an alley) or the Big Creek Greenway must be fully screened by landscaping or an opaque wall or fence that is compatible with the principal building in terms of texture, quality, material, and color.



2. Screening must be of a height equal to or greater than the height of the mechanical equipment being screened.

G. Plant Material

All plant material shall conform to UDC Sec. 3.2.8.A, Sec. 3.2.8.C, and the following standards:

1. Plant materials must be hardy to zone 7b in accordance with the U.S. Department of Agriculture's Plant Hardiness Zone Map.
2. Plant materials must be able to survive on natural rainfall once established with no loss of health. However, irrigation may be provided as the option of the

property owner.

3. No artificial plants, trees, or other vegetation may be installed as required landscaping and screening

H. Maintenance of Landscaping

1. The property owner is responsible for maintaining all required landscaping and screening in good health and condition. Any dead, unhealthy, damaged or missing landscaping and screening must be replaced with landscaping and screening that conforms to this Section within 90 days (or within 180 days where weather concerns would jeopardize the health of plant materials) as approved by the City Arborist.
2. All planting areas must be stabilized from soil erosion immediately upon planting and must be maintained for the duration of the use.

2.10.8. Building Design**A. Applicability**

This Section applies to all new buildings, additions to existing buildings, and any change to a building façade except ordinance maintenance and repairs.

B. Fenestration

1. Fenestration is the minimum percentage of window and door glass that must cover a facade.
2. Ground floor commercial uses along public streets must have no less than 25% and no more than 65% fenestration, calculated per building and per facade.
3. Glass used to satisfy fenestration requirements must be unpainted, must have a transparency (visible light transmission) higher than 70%, and must have an external reflectance of less than 15%. Transparency and external light reflectance must be

established using the manufacturer's specifications.

4. Fenestration is measured from the top of the finished floor to the top of the finished floor above.

5. When there is no floor above, fenestration is measured from the top of the finished floor to the top of the wall plate.

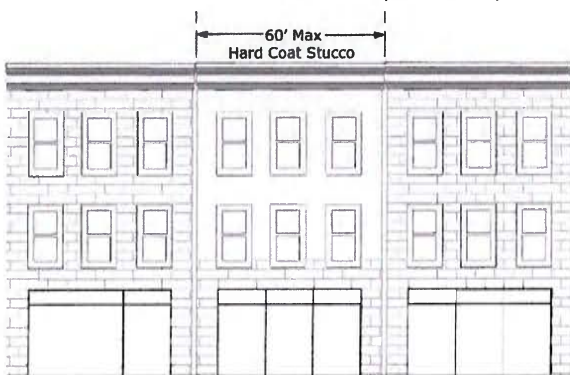
5-6. Fenestration for residential uses shall be subject to review by the Director of Community Development.

C. Pedestrian Access

1. All buildings must include a street-facing pedestrian entrance.
2. A pedestrian entrance and walkway providing both ingress and egress, operable to residents at all times and operable to customers, visitors, and employees during business hours, is required to meet the street-facing pedestrian entrance requirements. Additional entrances off another street, civic space, pedestrian area or internal parking area are permitted, but must have the same or shorter hours of operability as the street-facing entrance.
3. An angled pedestrian entrance may be provided at either corner of a building along the street to meet the street-facing pedestrian entrance requirements.
4. Where a building has frontage on a civic space instead of a street, these requirements apply to and from the civic space. Where a building has frontage along both a street and civic space, these requirements may apply to either, at the applicant's discretion.
5. Where a building has frontage on both a street and a multi-use trail, an additional pedestrian entrance is required from the trail.

D. Building Materials

1. Exterior finish materials on walls visible from a street or civic space must be limited to brick, manufactured stone, architectural block, natural stone, cement-based panels, and/or hard coat stucco, except that glass and metal curtain wall systems are allowed to be used on all building stories above the second.
2. Hard coat stucco, when used as an exterior wall finish material on any individual building, is subject to the following additional standards:
 - a. Hard coat stucco may not exceed 50% of the total wall area (excluding foundations) visible from a street or civic space. For the purpose of calculating conformance with this requirement, windows and doors are not included in the total wall area.
 - b. The maximum wall length (excluding foundations) visible from a street or civic space that is finished in any continuous or discontinuous hard coat stucco is 60 feet. Authorized wall lengths finished in hard coat stucco must be separated by a



minimum wall length of 60 feet that contains no hard coat stucco.

General Visual Weight Table

This table shows the visual weight of permitted materials. Those at the top are lighter than those at the bottom and must be combined accordingly.

Visually Lighter ↑ ↓ Visually Heavier	Glass Curtain Wall
	Hard Coat Stucco
	Brick
	Architectural Block
	Natural /Manufactured Stone

3. Exterior finish materials must be combined only horizontally, with the visually heavier below the lighter as shown in the General Visual Weight Table. This does not apply to architectural details such as cornices, window sills, and beltlines.
4. No more than three different exterior finish materials, textures, colors, or combinations thereof may be used on a single building, excluding materials used on windows, doors, front porches, balconies, foundations, awnings, or architectural details.
5. For nonresidential uses, foundations must be constructed as a distinct building element that is finished in a different material or color than the exterior wall. Exposed above-ground foundations must be coated or faced in cement, hard coat stucco, brick, manufactured stone, or natural stone to contrast with façade materials.

E. Building Facade

The following applies to all street-facing facades for all uses, except For-Sale Detached and Townhome.

1. Facades must provide visual divisions between the ground story and second story through architectural means such as courses, awnings, or a change in

materials.

2. Facades must delineate all stories above the ground story with windows, belt courses, balconies, cornice lines or similar architectural detailing.
3. Window panes must be recessed a minimum of 3 inches and a maximum of 8 inches from the adjacent façade or window trim/casing, whichever is greater.

F. Building Massing

1. The footprint of buildings containing any residential uses shall not exceed 50,000 square feet. This building footprint size limitation shall also include any parking structures provided to serve said residential uses.
2. Facades over 50 feet in length must incorporate wall projections or recesses a minimum of 12 inches in depth. The combined length of said recesses and projections must constitute at least 20% of the total facade length.
3. Variation in the roofline of buildings and offsets in pitched roofs and gables are required. Parapets in individual building facades exceeding 100 continuous linear feet must be varied in height and projection and must use decorative elements such as crown moldings, dentils, brick soldier courses, or similar details.
4. The roofs of buildings may include cisterns and greenroofs if part of an approved stormwater management plan for the site and if designed in accordance with the GA Stormwater Management Design Manual (latest version). Above-ground cisterns and greenwalls shall require approval by the Director of Community Development.

2.10.9. Signs

A. Materials

Signage must be finished in the same exterior materials as the principal structure.

B. Monument Sign

1. A minimum 2 feet wide planting area must be provided around the base of all monument signs.
2. Shrubs, groundcover, or mulch must be installed in the tree area identified in "1" immediately above.

C. Additional Walls Signs

One additional wall sign is permitted in excess of the sign allowances of UDC Sec. 2.6 - Signs. If an additional wall sign is installed, it is subject to the following:

1. The sign may be up to 24 square feet in size.
2. The sign must be located on the back or side of the building facing a parking lot, alley, or open space.

2.10.10. Open Space

A. Defined

Open space is the horizontal outdoor area of a site reserved to provide separation, resource protection, scenic enjoyment, recreation, or amenity. It includes two types: civic space and amenity space.

B. Minimum Requirements

1. New developments shall provide civic space and amenity space in accordance with the North Point Open Space Table.

North Point Open Space Table

Sites Under 5 Acres	
Uses	Open Space Required (% of site gross acreage)
Non-Residential:	Amenity Space + Civic Space: <u>15%</u> min.
Residential (density of 8 units/acre or less:	Civic Space: 10% min.
	Amenity Space: 5% min.
Residential (density of 8 or more units/acre):	Civic Space: 10% min. + 1% for each 1 unit/acre over 8 units/acre
	Amenity Space: 5% min.
Sites of 5 or More Acres	
Uses	Open Space Required (% of site gross acreage)
Non-Residential:	Civic Space: 10% min.
	Amenity Space: 5% min.
Residential (density of 8 units/acre or less:	Civic Space: 10% min.
	Amenity Space: 5% min.
Residential (density of 8 or more units/acre):	Civic Space: 10% min. + 1% for each 1 unit/acre over 8 units/acre
	Amenity Space: 5% min.

2. New developments with a mix of residential and non-residential uses shall satisfy both requirements independently.

3. Restaurants with one or more exterior walls shall be subject to the following additional requirements:
 - a. An outdoor dining area equal to at least 10% of the restaurant floor area shall be provided. When the outdoor dining area conforms to Sec. 2.10.10.D it may be counted towards amenity space requirements.
 - b. When the restaurant abuts a public street (including across an intervening parking lot) the required outdoor dining area shall be located along the portion of the façade facing such public street.
 - c. The Director of Community Development has the authority to authorize the required outdoor dining to be placed in locations other than required by “b” above when:
 - i There is insufficient area between the restaurant and the street to accommodate all of the required outdoor dining; or
 - ii There are other unique circumstances not created by the applicant than render this requirement unfeasible.

C. Civic Space

Civic space is the portion of open space for public use defined by the combination of certain physical constants including the relationships among their intended use, their size, their landscaping, and their adjacent buildings. Above-ground cistern design and appearance shall require approval by the Director of Community Development.

1. Park.

An open space available for structured or unstructured recreation. A park may

be independent of surrounding buildings at its edges. Its landscape may consist of paths and trails, meadows and lawns, water bodies, runoff reduction measures such as bioretention areas, swales, cisterns, and woodlands. Recreation fields and courts may also be included. The minimum size for a park is one acre.

2. Square

An open space available for unstructured recreation and civic purposes. A square is spatially defined by building or streets at its edges. Its landscape must consist of paths and trees, and may also include runoff reduction measures such as bioretention areas and cisterns, lawns and non-asphalt paved surfaces. The minimum size for a square is one-half acre.

3. Plaza

An open space, available for civic purposes and commercial activities. A plaza must be spatially defined by building or streets at its edges. Its landscape must consist primarily of non-asphalt paved surfaces and trees, and may include runoff reduction measures such as bioretention areas and cisterns. The minimum size for a plaza is one-quarter acre.

4. Pocket Park

An open space, available for unstructured recreation. A pocket park may be spatially defined by buildings or streets at its edges. Its landscape must consist of lawn and trees, and may include runoff reduction measures such as bioretention areas and cisterns. There is no minimum size for pocket parks.

5. Playground

An open space designed and equipped

for the recreation of children. A playground must be fenced and may include an open shelter. Playgrounds must be interspersed within residential areas, may be placed within a block, and may be included in parks and greens. There is no minimum size for playgrounds. Playgrounds may include runoff reduction measures such as bioretention and underground detention.

6. Performance Venues

An open space available for outdoor performance. Performance venues typically include a stage surrounded by formal or informal seating on at least one side. Performance venues may have a combination of landscaped and hardscaped areas. The minimum size for a performance areas is one-half acre.

7. Multi-Use Trails with Potential Connections to Offsite Trails

A linear open space consisting of a conforming multi-use trail that includes a connection to existing or proposed off-site trails. There is no minimum size for this type of open space.

8. Park Overlooks

An open space primarily intended for the viewing of parks and other open spaces. Park overlooks must include seating. There is no minimum size for park overlooks.

D. Amenity space

Amenity space is the covered or uncovered, but unenclosed, outdoor areas of at least 100 square feet each for use by the occupants, invitees and guests of the development and specifically excluding Civic Spaces and required sidewalks. Amenity spaces may include, but are not limited to:

1. Rooftop decks;
2. Balconies;

3. Patios and porches;
4. Outdoor dining areas;
5. Pool areas;
6. Tennis courts, basketball courts, and similar uses;
7. Yards, lawns, and flower gardens;
8. Community gardens;
9. Hardscape areas improved for pedestrian enjoyment;~~and~~
10. Wooded areas;~~and~~
11. Runoff reduction measures such as bioretention areas and cisterns.

Each amenity area approved must be available and accessible as exterior space appropriately improved for pedestrian amenity or for aesthetic appeal, subject to approved by Director of Community Development. Above-ground cistern design and appearance shall also require approval by the Director.

- E. Open space requirement may be met using existing and/or new open space, subject to approval of the Director of Community Development.
- F. Open space may be privately or publically owned. Private open space is open space that is owned by a corporation, individual, or homeowners association. Public open space is open space owned by a governmental agency.
- G. Wetlands, lakes, ponds, streams, rivers, flood zones, and stream buffers may only be considered open space when located within one of the ~~eight~~^{five} types of civic spaces identified in **Sec. 2.10.C** or within an amenity space that conforms Sec. 2.10.10.D, unless part of an approved stormwater management plan for the site that includes runoff reduction measures.
- H. No required buffer may be used to satisfy open space requirements, except for stream

buffers ~~or the Georgia 400 buffer~~ that are improved with trails and other authorized amenities.

- I. Stormwater management facilities for the site may be used to satisfy open space requirements if they meet this Chapter's definition of open space. Open space credit may be given at the discretion of the Director of Community Development.
- J. No areas used for vehicles, except for incidental service, maintenance, or emergency actions, may be used to satisfy open space requirements.

2.10.11. EcoDistrict Measures

A. Intent

The following requirements are intended to further the EcoDistrict goals defined in the North Point Livable Centers Initiative.

B. Applicability

EcoDistrict measures must be incorporated into all new development in accordance with the following minimum point values based on project magnitude. Measures only count if they are part of the new development application; measures already in place at the time of application do not count.

1. **2 Points Minimum.** Any development project that either increases an existing building footprint by 30% or more of gross building area; or includes the replacement, renovation, or reconfiguration of 60% or more of the total site parking area (inclusive of required parking lot landscaping areas), must earn a minimum of 2 points in accordance with this Section.
2. **5 Points Minimum.** Any development project that increases an existing building footprint by 60% or more of gross building area must earn a minimum of 5 points in accordance with this Section.

3. **7 points Minimum.** Any development project that involves the complete renovation of all existing buildings or the construction of all new building must earn a minimum of 7 points in accordance with this Section.
4. **10 points Minimum.** Any development project that involves conditional use approval to increase residential density under Sec. 2.10.2.B.3.b must earn a minimum of 10 points in accordance with this Section.

C. Calculation & Evaluation

1. **Minimum Points.** All point values must be awarded based on meeting the minimum requirements of each EcoDistrict measure, as indicated in this Section. The sum of all assigned values for achieved sustainability measures, as indicated in this Section and summarized in the EcoDistrict Measures and Values Table, must meet the minimum point requirement per project.
2. **Review and Approval.** Documentation of which measures and total number of points the applicant will achieve must be submitted with the applicable permit application submitted to the City and must be approved by City staff.
3. **Requirements.** The applicant must achieve no fewer than the required points based on project magnitude (see "B" above) from any combination of the measures as valued in the EcoDistrict Measures and Values Table. No partial points will be accepted.
4. **Documentation.** The applicant must submit supporting documentation as noted per measure.

EcoDistrict Measures and Values Table

Measure	Value
Certified Green Building	3 to 5 points
Renewable Energy Sources	3 points
Greenroof	3 points
Building Energy Efficiency	2 points
Bio-retention	2 points
Building Water Efficiency	2 points
Transportation Demand	2 to 3 points
Heat Island Reduction	2 points
Pervious Paving	2 points
Connected Open Space	2 points
Consolidated Open Space	2 points
Sustainable Landscaping	1 point
Enhanced Bicycle Amenities	1 to 2 points
Alternative Transportation	1 to 2 points
Additional Landscaped Civic Space	1 to 5 points
Alternative Measures	1 to 3 points

D. Measures and Requirements

1. **Certified Green Buildings Measure (3 to 5 points)**
 - a. **Minimum Requirement.** Certify a new construction building or building undergoing major renovations through a green building rating system requiring review by an independent, third-party certifying body and approved by the Director of Community Development. Points shall be awarded as follows:
 - i Silver by a USGBC green program or equivalent: 3 points.
 - ii Gold by a USGBC green program or equivalent: 4 points.
 - iii Platinum by a USGBC green program or equivalent: 5 points.

The score may include measures otherwise allowed by this section, however, no measure included as part of a certified green building may also be awarded points as a stand-alone measure.

When a green building rating system equivalent to a USGBC green program is utilized, the applicant shall submit third-party documentation demonstrating how the measure is equivalent to the indicated USGBC certification level.

- b. **Documentation.** Required documentation includes registration of the project with the system, payment of all applicable fees for the rating system, and a draft scorecard showing the achieved credits or points.
2. **Renewable Energy Sources Measure (3 points)**
 - a. **Minimum Requirements.** Incorporate renewable energy generation on-site with a production capacity of at least 5% of the building's annual electric and thermal energy, established through an accepted building energy performance simulation tool.
 - b. The following renewable energy generation sources are applicable:
 - i Solar thermal or photovoltaics.
 - ii Geothermal.
 - iii Wind energy conversion.
 - iv Anaerobic digestion.
 - v Other means of generating electricity without using a fuel, such as kinetic, heat exchange, approved by the Director of Community Development.
 - c. **Documentation.** Required documentation includes specifications and construction details for the system installation.
 3. **Greenroof Measure (4 points)**
 - a. **Minimum Requirements.** Install a vegetated roof for at least 50% of

the total new building roof area, including parking structures.

- b. **Documentation.** Required documentation includes roof construction plans with drainage and planting details.
4. **Building Energy Efficiency Measure (3 points)**
 - a. **Minimum Requirements**
 - i **New Construction Buildings.** Newly constructed buildings must demonstrate an average 10% improvement over the energy code currently in effect in the City.
 - ii **Major Renovation.** The building must demonstrate an average 5% improvement over the energy code currently in effect in the City.
 - b. **Documentation.** Required documentation includes an energy model demonstrating that the building(s) will achieve the proposed improvements.
 5. **Bio-Retention (2 points)**
 - a. **Minimum Requirement.**
 - i Provide landscaped bio-retention areas in the interior of the parking lots, in streetscape planters, and on-street parking landscaping; and
 - ii Incorporate inwardly draining swales without curbs, in lieu of raised planting areas surrounded by curbs;
 - iii Landscape bio-retention areas with species tolerant to frequent inundation; and
 - iv Provided wheel stops adjacent to parking and flush or permeable curbing adjacent to

driving areas.

- b. **Documentation.** Required documentation includes plans and detail specifications of planting areas and a hydraulic study demonstrating infiltration capacity.
6. **Building Water Efficiency Measure (2 points)**
- a. **Minimum Requirements.** Indoor water use in new buildings and major renovations must be an average 20% less than in baseline buildings. Baseline water usage shall be determined based on fixtures per the Energy Policy Act of 1992 and subsequent rulings by the United States Department of Energy or a similar method approved by the Director of Community Development.
 - b. **Documentation.** Required documentation includes cut sheets for all water fixtures.
7. **Heat Island Reduction Measure (2 points)**
- a. **Minimum Requirements.** Use any combination of the following strategies for 35% of all on-site, non-roof hardscape areas, including sidewalks, plazas, courtyards, parking lots, parking structures, and driveways.
 - i. **Tree Canopy Cover.** Coverage of the surface at canopy tree maturity in 15 years.
 - ii. **Solar reflective paving and roofing** with a SRI (solar reflectance index) of at least 29.
 - b. **Documentation.** Required documentation includes plans and specifications for installation of the strategy.
8. **Transportation Demand Management (2 -3 points)**

- a. **Minimum Requirement.** Provision of three ~~or more~~ of the following ~~transportation demand management tools on the project~~ shall be awarded two points and provision of four or more of the following shall be awarded three points:-
 - i. Flex-time work schedules by employers to reduce congestion at peak times.
 - ii. Provision of building or project bicycle rentals for use by any occupant.
 - iii. Free ride home in case of emergency or sickness for employees using transit.
 - iv. Provision of transit passes to building occupants for a period of 2 or more years.
 - v. Other tools that encourage transit and bicycle use, or reduce personal vehicular traffic may be approved by the Director of Community Development.
 - vi. Accommodation of a future MARTA bus rapid transit station.

- b. **Documentation.** Required documentation includes a written narrative of the tools to be provided and any other documentation required by the Direct of Community Development.

9. **Pervious Pavement Measure (2 points)**

- a. **Minimum Requirements.** Install an open grid or pervious pavement system that is at least 40% pervious on 80% of all hardscape surface areas, including sidewalks, plazas, courtyards, parking lots, and driveways.
- b. **Documentation.** Required

documentation includes plans and specifications for installation.

10. Connected Open Space (2 points)

- a. **Minimum Requirements.** Provision of all of the following:
 - i All required open space within an interconnected network with no dimension less than 40 feet;
 - ii Required open spaces may extend across public and private streets and multi-use trails, but street area may not be counted towards open space;
 - iii All required open space provided at ground level; and
 - iv Minimum size of 2 acres, excluding any consolidated open space in "11" below.
- b. **Documentation.** Required documentation includes plans showing open spaces.

11. Consolidated Open Space (2 points)

- a. **Minimum Requirements.** Provision of all of the following:
 - i All required open space in a one contiguous area with no dimension of less than 100 feet;
 - ii Required open spaces may not extend across public or private streets;
 - iii All required open space provided at ground level; and
 - iv Minimum size of 2 acres.
- b. **Documentation.** Required documentation includes plans showing open spaces.

12. Sustainable Landscaping Measure (1 point)

Conform to both of the following minimum requirements:

- a. **Minimum Requirement 1.** Reduce potable water used for landscape irrigation by 50% from a calculated midsummer baseline case by using either one of the following methods:
 - i Utilizing all xeriscape plant materials and providing no permanent irrigation system
 - ii Using only captured rainwater with an irrigation system
- b. **Minimum Requirement 2.** Exclusion of any plant species listed on the Georgia Exotic Pest Plant Council Invasive Species List from project planting plans.
- c. **Documentation.** Required documentation includes a landscape plan, irrigation plan, a list of proposed species, and an affidavit from a certified Landscape Architect that no species identified in "b" immediately above will be planted.

13. Enhanced Bicycle Amenities Measure (1-2 points)

- a. **Minimum Requirements.** Provision of two of the following shall be awarded one point and provision of three or more of the following shall be awarded two points: Inclusion of 2-3 two of the following:
 - i Lockable enclosed bicycle storage. Provide one secure, enclosed bicycle storage space per 20 employees.
 - ii For office or commercial space, eEmployee shower facilities. Provide a minimum of one shower facility plus one additional shower per 150 employees.
 - iii Repair Center. Provide a designated bicycle repair center open to the public and

consisting of an air pump, water, and tools at a minimum.

- iv. Bicycle parking spaces. Provide at least 200% of the bicycle parking requirements of UDC Sec. 2.5.8.

- v. Bicycle paths.

- vi. Bicycle rental stations.

- b. **Documentation.** Required documentation includes site and/or building plans locating the measures included.

14. Alternative Transportation Measure (1–2 points)

- a. **Minimum requirement.** One point shall be available for the provision of each of one or more of the following, up to two total points for this measure:

- i. **Ride-Sharing.** Provide at least one on- or off-street pick-up/drop-off zone per 100 new or added vehicular parking spaces for the exclusive use of passengers arriving by taxi, ride-sharing, or shuttle. No project using this measure shall have less than one such space.
- ii. **Van Pools.** Provide at least one van pool space per 200 new or added vehicular parking spaces.
- iii. **Enhanced Bus Shelter.** Provide and maintain at least one covered bus shelter with seating, lighting, posted schedules, and trash cans adjacent at an existing public transit stop without such facilities. The location of the enhanced bus shelter must be to the standards of the public transit authority. Note: If more than one such enhanced bus shelter is provided, none

additional point shall be awarded for each shelter.

15. Additional **Landscaped** Civic Space Measure (1 to 5 points)

- a. **Minimum Requirement.** Provision of additional landscaped civic space or a multi-use trail over the requirement over the amount required by this overlay or the underlying district, whichever is greater. Additional civic space must be landscaped with lawns, ground cover, shrubs, or woodlands and may not be paved or otherwise impervious except for paths and trails. One point shall be available for each one additional percent of gross acreage provided as civic space, up to five total points for this measure.
- b. **Documentation.** Required documentation includes site and/or building plans locating the additional open space.

16. Alternative Measure (1 to 3 points)

The applicant may submit an alternative EcoDistrict measure for review and recommendation by the Director of Community Development. The measure must further an EcoDistrict goal of the North Point Livable Centers Initiative and may not be considered standard practice or requirements for current developments.

- a. **Minimum Requirements.** The measure must be unrelated to any of the other measures defined in this Section. Based upon their review, the Director of Community Development must determine for the number of points to be awarded.
- b. **Documentation.** Required documentation must clearly illustrate that the project will

achieve the measure and that the measure furthers a North Point Livable Centers Initiative sustainability goal.

EXHIBIT C:

USES	AG	RE	R	R- 22	R- 15	R- 12	R- 10	R- 4A	R- 4D	R- 8A/D	R- 10M	CUP*	OI*	OP	C- 1	C- 2	PSC	LI	OS- R	SU	MU
Drug Store (Pharmacy)												O	O		O	O	O	X			O
Dwelling, "For- Sale', Attached								X		X	X	O				O	O				O
Dwelling, 'For- Sale', Detached	X	X	X	X	X	X	X		X	X		O					O				O
Grocery Store												O			O	X	O	X			O
Hardware and Garden Supply Store												O			X	X	O	X			O

2.2.16 PSC planned shopping center.

All uses in the PSC zoning district shall be located within, or as part of a shopping center or specialty shopping center.

A. *Conditional Principal Uses.* A property in the PSC district may be used for those uses listed in Table 2.2, only upon approval as a conditional use by the city council:

1. Residential Uses

- a. Dwelling, 'For-Sale', Attached (only allowed in the North Point Overlay and not exceeding (8) dwelling units /acre unless additional density is authorized in accordance with said overlay).
- b. Dwelling, 'For-Sale', Detached (only allowed in the North Point Overlay and not exceeding (8) dwelling units /acre unless additional density is authorized in accordance with said overlay).

2. Business Uses.

- a. Art Galleries.
- b. Automobile Service Station.
- c. Automotive Parts.
- d. Bakery.
- e. Barber Shop.
- f. Bank, Savings and Loan.
- g. Beauty Shop.
- h. Brewery.
- i. Book Store.
- j. Car Wash.
- k. Carpet and Rug Sales.
- l. Clinic.
- m. Convenience Market with or without gas pumps.
- n. Dance Studio.
- o. Day Care Center.
- p. Distillery.
- q. Florist, Retail Without Greenhouse.
- r. Grocery Store (max. 50,000 SF in the North Point ~~LC~~Overlay).
- s. Hardware Store (max. 50,000 SF in the North Point ~~LC~~Overlay).
- t. Home Improvement Store.
- u. Laundry, Self-Serve, Pick-up.
- v. Liquor Store.

- w. Office Building or Park.
- x. Pest Control Business.
- y. Pet Grooming.
- z. Public Building.
- aa. Recreational Facilities (Indoor).
- bb. Rental Services Establishment without outside storage.
- cc. Restaurant.
- dd. Restaurant, Drive-In or Fast-Food.
- ee. Retail Sales and Services Establishments not otherwise listed for this zoning district as a permitted or conditional use.
- ff. Retail Establishment, Mixed Sales.
- gg. Theater.
- hh. Drug Store (Pharmacy).

- B. *Accessory Uses.* A property in the PSC district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

Permitted accessory structures and uses include but are not limited to the following:

1. Privacy and decorative fences and walls.
2. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
3. Signs, subject to all of the requirements regulating signage herein.
4. Retaining walls and other site improvement structures approved as part of the development permit.

- C. *Conditional Subordinate Uses.* A property in the PSC district may be used for any of the following only upon approval as a conditional use by the City Council and provided that these uses in aggregate do not constitute more than 50% of the site area:

1. Residential Uses.
 - a. Reserved.
2. Business Uses.
 - a. Animal Hospital, small animals.
 - b. Automotive Parts.
 - c. Automotive Service.
 - d. Bowling Alley.
 - e. Boutique Hotel.

- f. Broadcasting Studio (radio or TV).
 - g. Building Materials, retail with enclosed storage.
 - h. Commercial Parking Lot.
 - i. Convenience Center with gas pumps.
 - j. Dry Cleaning Plant.
 - k. Dry Cleaning Plant with pick-up station.
 - l. Florist, Retail with Greenhouse.
 - m. Funeral Home with no cemetery or mausoleum.
 - n. Golf, Miniature.
 - o. Hotel or Motel.
 - p. Pet Day Care.
 - q. Pet Grooming.
 - r. Print Shop.
 - s. Radio or TV, Transmitter or Studio.
 - t. School, Commercial.
 - u. Shop or Studio, Craftsman/Artist.
3. Semipublic Uses, Utilities.
- a. Athletic Facility.
 - b. Auditorium.
 - c. Church, Synagogue.
 - d. Club, fraternity, association or lodge.
 - e. Heliport, public or private.
 - f. Museum.
 - g. Park or Playground.
 - h. Recreational Facilities (Outdoor).
 - i. School, Academic.
 - j. Spa Services.
 - k. Reserved.
 - l. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.
 - m. Wholesale Establishment.
 - n. Wireless Tower.

D. *District Regulations.*

Minimum Lot Area—the ~~planned shopping center~~ development shall occupy a total of at least 10 acres. No minimum lot size is required for each building or related development site within the overall development.

Minimum Lot Width—none.

Minimum Setbacks.

Front yard—from all street frontages:

From right-of-way of local street—50 feet.

From right-of-way of all other streets—65 feet.

Side yard—15 feet.

Rear yard—15 feet.

Maximum Coverage By Principal Buildings—40%.

Maximum Building Height—40 feet.

E. *Screening and buffers (See Sec. 2.3.5).*

F. Review Criteria. The PSC district is intended to promote specific objectives. Therefore, the following shall be considered when reviewing a PSC master plan:

1. Pedestrian connectivity to all uses.
2. Large parking areas below grade, in decks or screened. Design efforts to provide shared parking will also be considered.
3. Accommodations for public transportation.
4. Buildings that face or appear to face public roadways.
5. Appearance standards for buildings and structured parking.
6. Limitations on uninterrupted building elevations.
7. Creation of vistas and view corridors within development.
8. Focal point features at prominent locations and ends of vistas.
9. Incorporation of natural site features
10. Block lengths conducive to pedestrian traffic.
11. Detention and retention facilities designed to be aesthetically pleasing.
12. Creative methods for stormwater management to provide additional open space.
13. Attractive and usable street furniture in public spaces.
14. Emphasis on a high quality landscape plan.

2.2.20 MU mixed use district.

This district is intended to allow for the development of a mix of uses within the framework of a master plan. The district regulations are intended to allow greater design flexibility in order to accommodate a pedestrian focused environment that provides opportunities for living, working, shopping, recreation and entertainment.

A. *Applicability.* This zoning district is applicable to properties located within:

1. Areas that are primarily non-residential in character; or
2. Along major roadways that are primarily commercial in character; or
3. Historic Downtown Alpharetta; or
4. As noted in the Comprehensive Land Use Plan.

B. *Permitted Principal Uses.* A property in the MU district may be used only for those uses approved as part of the conditions of approval of the MU zoning on the property and as further limited below.

1. *Dwelling, attached or detached:* At least 25% of the MU development shall be utilized as residential dwellings. Land use calculations shall utilize gross floor area for vertical mix of uses and land area for horizontal mix of uses.

Dwelling, 'For-Rent' and 'For-Sale' units shall require conditional use approval as set forth in Table 2.2.

- ~~32.~~ *Commercial:* At least ~~1025~~% of the MU development shall be utilized as commercial uses (as approved in the MU master plan). Land use calculations shall utilize gross floor area for vertical mix of uses and land area for horizontal mix of uses.

- ~~43.~~ *Open Space:* MU developments shall incorporate the following amounts and types of open space:

~~a. *Public-All developments:*~~*Space:* A minimum of 10% of the gross land area ~~must-shall~~ be designed for ~~public~~ use as ~~recreation, entertainment and/or~~ civic space. in conformance with Sec. 2.10.10.C of the North Point Overlay.

~~a.b. *Developments with residential uses:*~~ In addition to the requirements of "a" immediately above, ~~Each~~ MU development containing residential uses shall provide a minimum of one acre of open space/100 population generated by residential uses. Household size shall be calculated using the most current US Census data for the City of Alpharetta. ~~Required open space and civic space shall be achieved on-site and exclusive from each other.~~ This requirement shall not apply in the North Point Overlay, where alternate standards apply.

- ~~54.~~ *Office/Institutional:* At least 25% of the MU development shall be utilized for office buildings. Land use calculations shall utilize gross floor area for vertical mix of uses and land area for horizontal mix of uses.

- ~~5.~~ Redevelopment projects that incorporate existing buildings and do not conform to the dwelling, commercial, or office/institutional percentages set forth in "1", "2" or "4" above

(prior to redevelopment) are not subject to said requirements when all of the following are met:

- a. At least 75% of the total existing floor area remains after redevelopment; and
- b. The total floor area of new construction does not exceed the total floor area of existing buildings to remain; and
- c. The redevelopment does not increase the degree of non-conformity with regards to the percentages set forth in "1," "2" or "4" above.

~~6. *Open Space:* Each MU development shall provide a minimum of one acre of open space/100 population generated by residential uses. Household size shall be calculated using the most current US Census data for the City of Alpharetta. Required open space and public space shall be achieved on-site and exclusive from each other.~~

As determined by City staff, uses shall be calculated using one of the following methods:

Horizontal Mixed Use: Land Use Land Area (acres)/Total MU Land Area (acres) = % Land Use of MU Development

Example: 25 acres of Residential Land Use/100 acres of MU Land Area = 25% Residential Land Use of MU Development

Vertical Mixed Use: Land Use Gross Floor Area (square feet)/Total Gross Floor Area of All MU Development (square feet) = % Land Use of MU Development

Example: 25,000 SF of Commercial Land Use/100,000 SF for All Vertical Development = 25% Commercial Land Use of MU Development

Combination of Horizontal and Vertical Mixed Use:

Land Use Gross Floor Area (square feet)/Total Gross Floor Area of All MU Vertical and Horizontal Development (square feet) = % Land Use of MU Development

Example: [25,000 SF of Vertical Commercial Land Use + 25,000 SF of Horizontal Commercial Development]/200,000 SF for All Vertical and Horizontal Development = 25% Commercial Land Use of MU Development

C. *Conditional Uses.* A property in the MU district may be used for those uses listed below and in Table 2.2, as well as, any additional uses included in the conditions of approval for the MU zoning on the property. Conditional uses not included in the master plan shall require a public hearing by the Planning Commission and approval by the City Council.

1. *Residential Uses:*

- a. Dwelling, Group (assisted living facility, progressive care facility).
- b. Dwelling, 'For-Rent'.

c. Dwelling, 'For-Sale', Attached and Detached.

d. Bed and Breakfast.

2. *Commercial Uses:*

- a. Bank, Savings & Loan.
- b. Boutique Hotel.
- c. Brewery.
- d. Contractor's Office (no on site storage).
- e. Day Care Center.
- f. Distillery.
- g. Entertainment Venue (jazz club, comedy club, dinner theater, etc.).
- h. Hotel/Motel.
- i. Liquor Store.
- j. Outdoor/Indoor Recreation Facilities.
- k. Religious Institution.
- l. School, Commercial.
- m. Spa Services.
- n. Theater, Cinema.

o. Grocery Store (max. 50,000 SF in the North Point LCI Overlay).

p. Drug Store (Pharmacy).

q. Hardware Store (max. 50,000 SF in the North Point Overlay LCI).

3. *Semipublic Uses, Utilities:*

- a. Athletic Facilities.
- b. Public Building.
- c. School, Academic.

D. *District Regulations.*

Minimum Lot Size: The minimum area permitted to be zoned for an MU development is 25 acres.

Maximum Density of Dwelling Units: The MU master plan shall establish maximum density for each area within the development. Density for all residential units combined shall not exceed eight (8) dwelling units/acre, except when City Council approves greater density by conditional use in the North Point Overlay. Density shall be calculated based on the gross acreage of the entire MU master plan.

Development Standards: Regulations governing lot size, lot width, setbacks, principal building coverage, floor area of dwelling unit, and height shall be established for each area within the MU master plan and approved through the public hearing process.

Maximum Impervious Area: 80% for the entire MU development.

~~Public-Civic Space: Each MU development shall have a minimum of 10% of the gross land area designed for public use. Public space shall be used for recreation, entertainment or civic purposes and may include plazas, outdoor theaters, sculpture gardens, parks, playground, community gardens or any other spaces where people can gather. Business kiosks shall be located outside of public space. Sidewalks and residential amenities may not be included within the public space requirement. See Sec. 2.20.B.3.~~

Open Space: Open space may include residential recreational amenities. However, at least 50% of the required open space shall be provided in passive land area(s).

E. *Review Criteria.* The MU district is intended to promote specific objectives. Therefore, the following shall be considered when reviewing an MU master plan:

1. Retail, restaurant, office, and personal service uses at ground level.
2. Pedestrian connectivity to all uses.
3. Large parking areas below grade, in decks or screened. Design efforts to provide shared parking will also be considered.
4. Accommodations for public transportation.
5. Buildings that face or appear to face public roadways.
6. Appearance standards for buildings and structured parking.
7. Limitations on uninterrupted building elevations.
8. Creation of vistas and view corridors within development.
9. Focal point features at prominent locations and ends of vistas.
10. Incorporation of natural site features
11. Block lengths conducive to pedestrian traffic.
12. Detention and retention facilities designed to be aesthetically pleasing.
13. Creative methods for stormwater management to provide additional open space.
14. Attractive and usable street furniture in public spaces.
15. Emphasis on a high quality landscape plan.
16. Number of office jobs internally captured on-site.

F. *Time Linkage/Concurrency.* In order to ensure that the objectives of MU district are met and development occurs which incorporates a mix of uses, a development phasing strategy or time line shall be established for each MU project, subject to the following:

1. Open Space and Civic Space. No certificate of occupancy for any use shall be issued until a proportional amount of required open space and civic space has been installed.

Furthermore, When reviewing the phasing strategy or timeline, the City Council may link the issuance of other permits and/or certificates of occupancy for a portion of the development with the completion of other portions of the development.

TABLE 2.2 LIST OF PERMISSIBLE AND CONDITIONAL USES

On the following table, an open circle "O" means that the use will be permitted in that district only if a Conditional Use Permit is granted by the City Council. An "X" means that the use is permitted in the zone district subject to the general provisions of the Unified Development Code. For uses not included in this list or when the Director of Community Development is unable to determine placement, application shall be made to the Board of Appeals for interpretation.

USES	A G	R E	R	R- 2 2	R- 1 5	R- 1 2	R- 1 0	R- 4 A	R- 4 D	R- 8A/ D	R- 10 M	CUP *	OI *	O P	C - 1	C - 2	PS C	L I	OS -R	S U	M U
Adult Entertainment Establishment																		O			
Airport, Public/Private	O											O						O		X	
Amphitheater												O	O					X	O	X	
Animal Hospital, Small Animal (Veterinarian)	O											O			O	O	O	X			
Animal Hospital, Large Animal	O																	X			
Art Galleries												O	O	O	X	X	O	X			O
Asphalt Plant																		O			
Associations, (Clubs and Lodges)	O			O	O	O	O	O	O	O	O	O	O	O	X	X	O			X	
Athletic Facilities/Fitness Studio	O											O	O	O	X	X	O	X			O
Auditorium	O											O	O	O	O	O	O	X			
Auto Sales and Leasing (Trucks, Vans, Cars and Accessories)												O				O		X			
Automotive Parts												O			O	X	O	X			
Automotive Service												O				X	O	X			
Bakery												O	O	O	X	X	O	X			O
Bank, Savings and Loan, Mortgage Company												O	O	X	X	X	O	X			O

Barber Shop													O	O	X	X	X	O				O
Beauty Shop													O	O	X	X	X	O				O
Bed and Breakfast	X	O	O	O	O						X	O			X	X	X					O
Book Store or Stationery												O	O			X	X	O	X			O
Bottle Gas Storage and Distribution																			X			
Boutique Hotel												O	O				O	O	O			O
Bowling Alley												O	O				X	O	X			
Brewery												O	O			O	O	O	X			O
Broadcasting Studio (Radio and TV)	O											O					X		X			
Builder's Equipment/Material	O											O					X		X			
Car Wash													O				O	O	X			
Carpenter Shop, Woodworking	O																		X			
Carpet and Rug Sales																X	X	O	X			
Cemetery	O																				O	
Check Cashing																O	O		X			
Church, Synagogue	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	X		O	O
Clinic, Public/Private												O	O	X	X	X	O					O
Concrete Plant																			O			
Congregate Housing, Assisted Living Facility											O	O	O			O	O		X			O
Contractor's Office without outside storage												O	O	X	X	X			X			O
Contractor's Office with outside storage												O				O	X		X			

Convenience Center w/Gas Pumps													O	O			X	O	X				
Country Club	O	O	O	O	O	O	O	O	O	O	O	O	O										
Dance Studio													O	O			X	X	O	X			O
Day Care Center													O	O	X	X	X	O	X				O
Discount Store																			X				
Distillery													O	O			O	O	O	X			O
Drug Store (Pharmacy)													O	O			X	X	<u>O</u>	X			O
Dry Cleaning, Pick-Up Station													O	O	O	X	X	O	X				O
Dry Cleaning, Plant																		O	O				
Dwelling, 'For-Sale', Attached								X		X	X	O						<u>O</u>					O
Dwelling, 'For-Sale', Detached	X	X	X	X	X	X	X		X	X		O						<u>O</u>					<u>O</u>
Dwelling, 'For-Rent'											X	O				O	O						O
Dwelling, Group											O	O	O			O	O						O
Equestrian Center	O	O	O	O	O								O								X		O
Extended Stay Hotel (see Section 2.7)													O	O			O		O				
Family Day Care Home (accessory use)	X	X	X	X	X	X	X	X	X	X	X	O											
Farmlands (including Livestock, poultry)	X																						
Fire station													O	O								X	
Fireworks Sales																			X				
Florist, Retail													O	O	O	X	X	O					O
Florist, Retail with greenhouse																	O	O					

Funeral Homes with no cemetery or mausoleum													O	O		O	O	O	X			
Glass Fabrication																			O			
Golf Course, Driving Range	O	O	O	O	O	O	O	O	O	O	O	O	O	O							X	
Golf, Miniature													O	O		O	O	O				
Greenhouse, Nursery	O															O			X			
Grocery Store													O			O	X	O	X			<u>O</u>
Group Home, Special Care Home (accessory use)	X	X	X	X	X	X	X															
Hardware and Garden Supply Store													O			X	X	O	X			<u>O</u>
Heliport, Public/Private	O												O	O				O	X		X	O
Home Improvement Store																X	O	X				
Home-Elderly, Children, Nursing											O	O	O		X	X		X				
Hospital													O	O		O	X		X		X	
Hotel or Motel													O	O		O	O	O				O
Indoor Shooting Range																			O			
Junk Yard																			O			
Kennel	O																		X			
Laboratory, Research Commercial													O	O					X			
Laundry, Industrial													O						O			
Laundry, Self-Serve, Pick-Up													O			X	X	O	X			
Limousine Service and Taxi (with or																O		X				

without outside vehicle storage)																			
Liquor Store												O	O		O	X	O	X	O
Locker, Frozen Food or Cold Storage												O					X		
Machine Shop																	X		
Manufacturing, Heavy, General																	O		
Manufacturing, Light, Limited												O	O				X		
Massage Therapy															O		X		
Mini-warehouse Storage, Conditioned or Unconditioned space																	X		
Museum and Libraries												O	O		X	X	O	X	X
Nail Salon												O	O		X	X	O	X	O
Office												O	O	X	X	X	O	X	O
Outdoor Recreational Facilities (Commercial) (Playfields, etc.)												O	O		O	O	O	X	X
Park and Playground	X	X	X	X	X	X	X	X	X	X	X	O	O	X	X	X	O	X	X
Parking Lot, Commercial												O	O		O	X	O	X	
Pawn Shop																	X		
Pest Control Business (with or without onsite chemical storage)															O	O		X	
Pet Day Care												O			X	X	O	X	
Pet Grooming												O			X	X	O	X	O
Power Station												O						O	O
Print Shop												O	O	X	X	X	O	X	O

Prison																			O	
Public Building											O	O	X	X	X	O	X		X	O
Radio, TV, Transmitter, Studio	O										O	O			O	O	X			
Recreation Facilities, Indoor (Health Clubs, Bowling Alleys, Skating Rink, Billiards, Children's event facilities, etc.)											O	O			X	O	X			O
Recycling Center																	O			
Rental Services Establishment with no outside storage											O				O	X	O	X		
Rental Services Establishment with outside storage (other than auto related)																	X			
Restaurant											O	O	O	X	X	O	X			O
Restaurant w/Drive-thru window											O	O		O	X	O	X			
Retail Establishment											O	O		X	X	O	X			O
Retail Establishment (Mixed Sales)											O			O	X	O	X			
Salvage Yards																	O			
Sawmill																	O			
School, Academic											O	O	O	X	X	O	X		X	O
School, Commercial (Beauty, Business)											O	O	O	X	X	O	X			O
Septic Tank, Sales, Construction																	X			

Service Station, Automotive													O	O			X	O	X			
Sewage, Disposal Plant																			O			
Shop or Studio, Craftsman/Artist													O		O	X	X	O	X			
Small Appliance Repair Shop																	O		X			
Smoke Shop and Tobacco Store																O	O		X			
Spa Services													O	O	O	O	O	O	X			O
Storage, Inside																			X			
Storage, Outside																			X			
Switching Station (Telecom)													O						X			
Tattoo Parlor and Body Piercing																			X			
Taxidermist	X																		O			
Theater, Cinema													O	O		X	X	O	O			O
Tire Retreading																						
Transfer Station																			O			
Utility Substation	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	X	
Welding Shop																			X			
Wholesale (storage and distribution)													O					O	X			
Wireless Tower (subject to approval of conditional use permit in accordance with Section 2.8.7)	O												O	O			O	O	O		O	

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Sec. 2.10. North Point Overlay

2.10.1. General Provisions

A. Title

This Section shall be known as the “North Point Overlay” or may be internally cited as “this overlay.”

B. General Purpose

The purpose of this overlay is to enable and support the implementation of the following policies:

1. That North Point is a focal point for high-quality development and redevelopment in the City of Alpharetta as established in the North Point Livable Centers Initiative Plan and the City of Alpharetta 2035 Comprehensive Plan.
2. That North Point should be a live-work-play district featuring a balanced mix of uses that complement the city’s overall mix.
3. That development and redevelopment should incorporate environmental stewardship and sustainability.
4. That the redevelopment of large areas of surface parking can accommodate growth and expand the transportation system.
5. That the existing greenway system should be enhanced and expanded as an amenity.
6. That a range of useable and interconnected open spaces including parks, squares, playgrounds, and preserved environmentally sensitive areas should be distributed throughout North Point.
7. That development should adequately accommodate automobiles while respecting the pedestrian and the design of the public realm.
8. That interconnected networks of streets should be designed to disperse traffic and reduce the length and number of automobile trips.
9. That development patterns should make walking and bicycling safer and more pleasant.
10. That buildings and landscaping should contribute to the physical definition of streets and open spaces.
11. That the harmonious and orderly development and redevelopment of North Point should be secured through these regulations.

C. Applicability

1. This overlay applies within the area be shown on the Official Zoning Map and labeled “North Point Overlay.”
2. Parcels within this overlay shall be subject to both the requirements of this Section and the requirements of their underlying zoning district, subject to the conflict provisions in “3” immediately below.
3. When requirements of this overlay conflict with any requirement of the underlying zoning or any other provision of the City Unified Development Code (UDC), the requirements of this overlay shall prevail.
4. When the word “street” is used it means both public and private streets unless stated otherwise.

D. Conformance Requirements

1. All buildings, structures or land, in whole or in part, must be used or occupied, in conformance with this overlay. All buildings or structures, in whole or in part, must be erected, constructed, moved, enlarged or structurally altered in conformance with this overlay.
2. Nothing in this overlay shall require any change in the plans, construction or intended use of a building or structure for which a lawful permit has been issued or a lawful permit application has been accepted before the effective date of this overlay, provided that the construction under the terms of such permit is diligently followed until its completion.

E. Conflicting Provisions

1. It is not the intent of this overlay to interfere with or abrogate or annul any easements, covenants or other agreements between parties; provided, however, that where this overlay imposes a greater restriction upon the use of property, or requires more space than is imposed or required by other resolutions, rules or regulations, or by easements, covenants or agreements, the provisions of this overlay shall govern.
2. Nothing herein shall be construed as repealing or modifying the conditions of operation or conditions of site development accompanying those zoning approvals, variances, or use permits issued prior to the existence of this overlay; however, modification or repeal of these past conditions of approval may be accomplished through a zoning change in accordance UDC Section 4.2.

F. Definitions

The following words, when used in this overlay, shall have the following meanings. Terms not defined here shall be accorded their commonly accepted meanings. In the event of conflicts between these definitions and those of UDC Sec. 1.4, those of this overlay shall take precedence.

Architectural block. A building component made from cast concrete with an exterior facing that resembles natural stone.

Planter. A zone adjacent to the curb intended for planting street trees and the placement of street furniture including light poles, litter receptacles, and similar items.

Stub-out. A shortened thoroughfare which is intended to provide connectivity at some point in the future.

Wall Plate. A horizontal load-bearing member in a wall assembly. The top of the wall plate is the topmost structural piece of the wall.

G. Text and Graphics

Illustrations, photos, and graphics are included in this overlay to illustrate the intent and requirements of the text. In the case of a conflict between the text of this overlay and any illustrations, photos, or graphics, the text governs.

H. Place Making

The design of streets, streetscapes, open spaces, civic spaces, and other features regulated by this overlay must incorporate signage, plantings, lighting, materials, and other placemaking elements as follows:

1. In accordance with placemaking plans adopted by the City of Alpharetta; or
2. As submitted by the applicant and approved by the Director of Community development if no plans identified in “1” immediately above have been adopted.

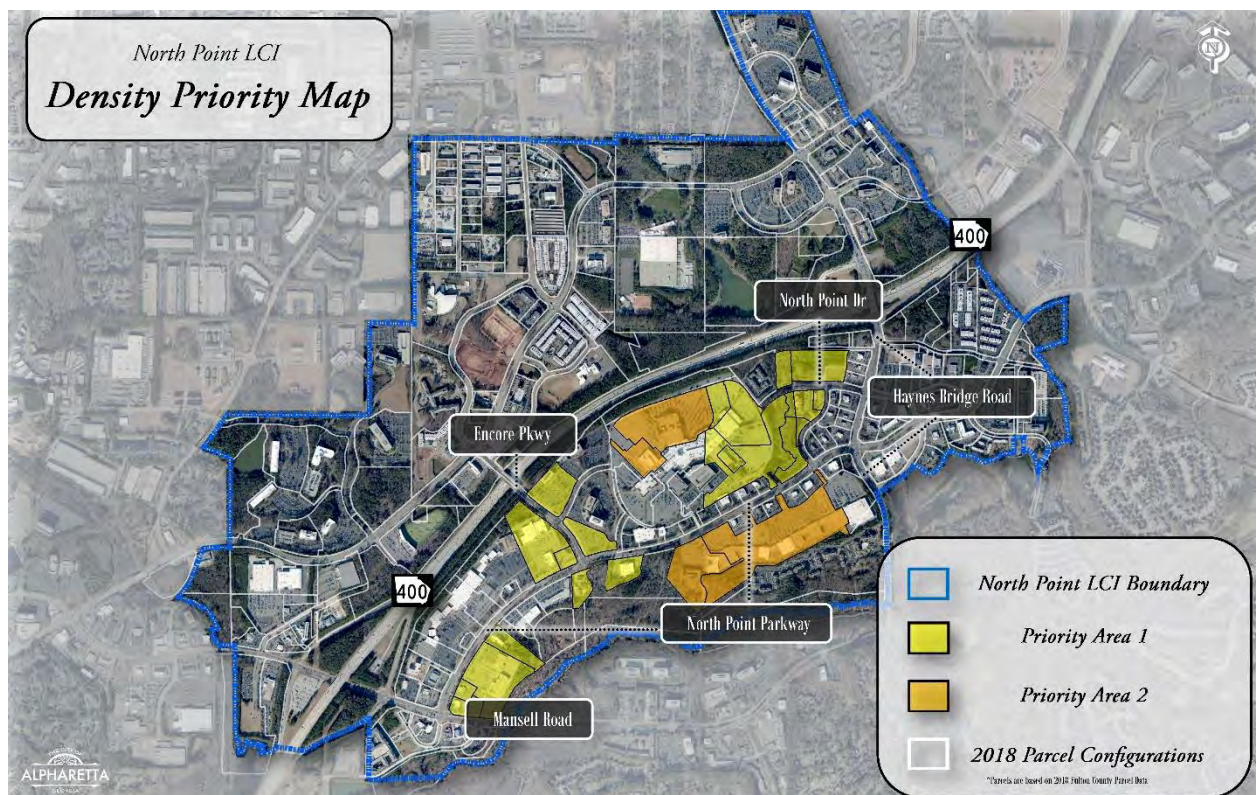
2.10.2. Use and Density

A. Use Provisions

Uses must be in accordance with the underlying zoning district.

B. Residential Density

1. Residential density must be in accordance with the underlying zoning district except as otherwise provided for by “2” immediately below.
2. When a site is located in a Priority Area 1 or Priority Area 2 of the North Point LCI, as shown in the below North Point LCI Density Priority Map, City Council may authorize residential density over what the underlying district allows by conditional use. The area subject to the conditional use requests shall conform to both the minimum acreage requirements of the underlying district and any previously approved master plans, as amended, as applicable.



3. In reviewing a request for conditional use, City Council must give the consideration to the following criteria in addition to the set forth in UDC Section 2.2.a:
 - a. Conformance with the North Point Livable Centers Initiative Study, the Comprehensive Plan, and other City policies, plans, and initiatives;
 - b. The City of Alpharetta Rental housing study;
 - c. The number of EcoDistrict measures incorporated under Section 2.10.11, provided that development projects seeking to increase residential density shall incorporate measures totaling 10 points minimum;
 - d. The impact on the public health, safety, and general welfare; and
 - e. Other considerations deemed material to the application by city council.

2.10.3. Site Regulations

A. Corridor Types Established

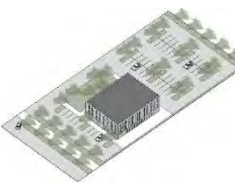
This overlay uses corridor types to regulate the design of sidewalks, sites, buildings, and other purposes, as shown in the Site Regulation Table and as referenced in other Sections. Corridor types include:

1. **Type A Corridors**, which include Mansell Road and Haynes Bridge Road.
2. **Type B Corridors**, which include North Point Parkway and Westside Parkway
3. **Type C Corridors**, which include Encore Parkway, North Point Drive, and other existing or proposed internal streets.
- ~~3.4. Type D Corridors~~, which include proposed internal streets created within existing parking lots.

B. Site Regulation Table

Sites must be developed in accordance with the following Site Regulation Table.

Site Regulation Table

Site Design Standards				
				
	Type A Corridors	Type B Corridors	Type C Corridors	<u>Type D Corridors</u>
Building Setback (from the back of required sidewalk)	20 ft. min./ 100 ft max.	10 ft. min./ 60 ft. max.	No min./ 10 ft. max.	<u>No min./ 10 ft. max.</u>
Building Height (as measured along the applicable corridor)	20 ft. or 2 story min., whichever is higher/ Max. per Sec. 2.10.3.D.	20 ft. or 2 story min., whichever is higher/ Max. per Sec. 2.10.3.D.	No min./ Max. per Sec. 2.10.3.D.	<u>No min./ Max. per Sec. 2.10.3.D.</u>
Surface Parking Lots (see UDC Sec. 3.2.8.C and Sec. 2.10.7.A)	May be anywhere on the lot.	Only one row of parking (parallel with the road) is allowed between primary buildings and a public street.	Must be behind or beside primary buildings. No parking or driveways parallel to the roadway may be between primary buildings and a public street.	<u>Must be behind or beside primary buildings. No parking or driveways parallel to the roadway may be between primary buildings and a public street.</u>
Streetscape Standards				
	Type A Corridors	Type B Corridors	Type C Corridors	<u>Type D Corridors</u>
Sidewalk	12 ft. min.	12 ft. min.	12 ft. min.	<u>10 ft. min.</u>
Planter	8 ft. min.	10 ft. min.	6 ft. min.	<u>4 ft. min.</u>
Planter Pedestrian Light Spacing (see Sec. 2.10.5.D.3)	40 ft. on-center max.	40 ft. on-center max.	40 ft. on-center max.	<u>40 ft. on-center max.</u>
Planter Tree Spacing (see Sec. 2.10.5.D.22.10.5.D)	40 ft. on-center max.	40 ft. on-center max.	40 ft. on-center max.	<u>40 ft. on-center max.</u>
Landscape Strip	Per UDC Sec. 3.2.8.D (see note 1)	Per UDC Sec. 3.2.8.D (see note 1)	Per UDC Sec. 3.2.8.D. (see note 1)	<u>Per UDC Sec. 3.2.8.D. (see note 1)</u>

Note 1: The Director of Community Development has the authority to reduce or eliminate UDC Sec. 3.2.8.D landscape strips adjacent to buildings with ground floor commercial uses that front and are accessible from the adjacent sidewalk.

C. Minimum Lot Size

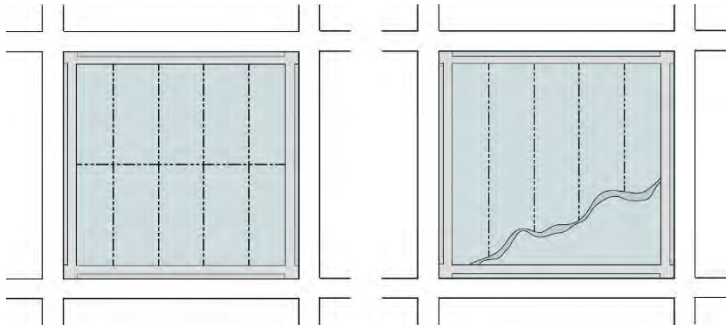
1. Minimum lot size in accordance with the underlying zoning district except as otherwise provided for by "2" immediately below.
2. When the underlying zoning is MU (Mixed-use district) the minimum lot size is as follows:
 - a. Dwelling, 'For-Sale' Detached: Min. 2,500 sf, when the use is otherwise permitted.
 - b. Townhouse/Rowhouse: Min. 900 sf, when the use is otherwise permitted.

D. Maximum Building Height

1. Maximum building height must be in accordance with the underlying zoning district, including any approved master plan conditions, except as provided for by "2" immediately below.
2. When the underlying zoning is MU (Mixed-use district) the maximum building height is 4 stories or 60 feet, whichever is less, provided that City Council may authorize greater building heights for non-residential uses by conditional use.

2.10.4. Blocks and Access**A. Blocks**

1. Sites over 4 acres in size must incorporate existing or new streets that terminate at other existing or new streets to form an interconnected network with the maximum block perimeter of 1,600 feet.
2. In addition to the block standards above, blocks containing exclusively 'For Sale' detached dwellings must be wide enough to provide two tiers of lots, except where fronting on arterial streets prevented by topographical conditions or size of the property, in which case the City Transportation Engineer may require and/or approve a single tier of lots.



3. Other than stub-out streets, dead-end streets are not allowed unless a variance is granted for topographic hardship.
4. **Block Measurement**
 - a. A block is bounded by a public or private right-of-way (not including an alley). All public or private rights-of-way proposed as part of a development must be improved with a street.
 - b. Block perimeter is measured along the edge of the property abutting the public or private right-of-way, except for the measurement of dead-end streets, which are measured from intersecting centerlines.
 - c. The City Transportation Engineer may modify the block perimeter requirements when steep slopes in excess of ~~18.25~~%, preexisting development, tree protection areas, stream buffers, cemeteries, open space, or easements would make the provision of a complete block infeasible.
 - d. Where the block pattern is interrupted by public parkland, including greenways, that is open

and accessible to the public, pedestrian access points must be provided with a minimum spacing equal to half of the maximum block perimeter.

5. No public or private street, including alleys, may be gated.

B. Access

1. General

When land is subdivided or otherwise developed, parcels and buildings must be arranged and designed so as to allow for the opening of future streets and must provide access to those areas not presently served by streets. No development may be designed to completely eliminate street access to abutting parcels without current street access.

2. Stub-Out Streets

- a. Stub-out streets within new development must be installed to meet the block standards of **Sec. 2.10.4.A.**
- b. Depending on the nature of the adjacent property (such as the Georgia 400 buffer), the stub-out street right-of-way, pavement, and curbing must extend to the boundary of the abutting parcel to the point where the connection to the anticipated street is expected.
- c. Where a stub-out street is provided, a sign noting the future street extension must be posted at the applicant's expense.
- d. Connecting to an Existing Stub-Out Street. If a stub-out street exists on an abutting parcel, the street system of any new development must connect to the stub-out street to form a through street.

3. Exception.

The City Transportation Engineer may eliminate the requirement for a stub-out street or require pedestrian and bicycle-only access when steep slopes in excess of 1825%, freeways, waterways, tree conservation areas, flood zones, stream buffers, greenways, open space, or easements would make the provision of a stub-out street infeasible.

C. Vehicle Cross-Access

All lots must comply with the following standards.

1. Internal vehicular circulation areas must be designed and installed to allow for cross-access between abutting lots, depending upon the nature of the adjacent property (such as Georgia 400 buffer).
2. Vehicle cross-access may not be gated.
3. When an abutting lot is vacant or already developed, a stub for a future cross-access connection must be provided at the point where the connection to the abutting parcel is expected to occur in the future.
4. If a cross-access driveway stub exists on an abutting parcel, the internal vehicular circulation area must connect to the stub to form a cross-access connection.
5. When cross-access for vehicles is deemed impractical by the City Transportation Engineer on the basis of topography, the presence of natural features, or vehicular safety factors, the requirement for cross access may be waived. Bicycle and pedestrian connections must be

provided between abutting properties when cross-access is waived.

6. Property owners who establish cross-access easements must:
 - a. Allow pedestrian and vehicular access to all properties on the same block face as the property owner establishing the cross-access. Pedestrian and vehicular access is contingent upon the granting of reciprocal vehicular, bicycle, and pedestrian access rights to the granting property;
 - b. Record an easement allowing cross-access to and from properties served by the cross-access easement;
 - c. Record a joint maintenance agreement requiring each property owner to maintain the vehicular, bicycle, and pedestrian access areas on their lot;
 - d. Contain a provision prohibiting the erection of fences, walls and other obstructions that prevent the use of vehicular, bicycle, and pedestrian access ways;
 - e. Include a statement that the cross-access agreement is conveyed with the land, is binding on all successors, heirs and assigns and that the easement rights are perpetual; and
 - f. The cross access agreement must be signed by all owners of the granting property.

2.10.5. Streets

A. Applicability

1. The Section applies to:
 - a. New development;
 - b. Existing developed sites when more than 25% of the site area is disturbed, except as provided for in "2" immediately below;
 - c. Existing principal buildings that are expanded, except as provided for in "2" below immediately; and
 - d. Existing principal buildings that are renovated or repaired and the value of said work exceeds 50% of the building's replacement cost, except as provided for in "2" immediately below.
2. The Director of Community Development may grant variances to any requirement of this Section for existing developed sites and existing buildings (except as specifically delegated to the City Transportation Engineer) when one or more of the following exists:
 - a. The streetscape or multi-use trail would render a site non-conforming with regard to vehicular parking; or
 - b. Existing topography, trees, buildings, bridges, utilities, retaining walls, or other existing features render this Section unreasonable.
3. This Section does not apply on a parcel for which a Land Disturbance Permit or Building Permit is issued but where the Director of Community Development determines that the permit is for an accessory use or structure to the principal use or structure or for minor repairs or additions to the principal building or structure in existence.

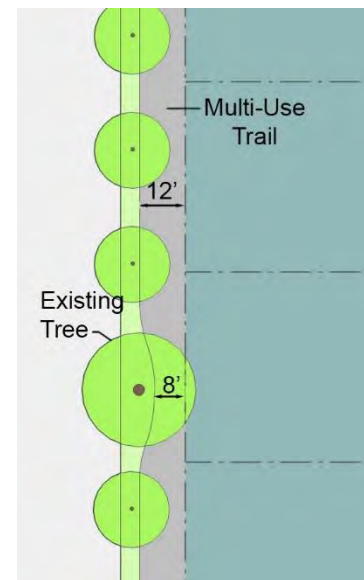
B. Streetscapes

1. Streetscapes Required

- a. New public and private streets must include sidewalks and planters as identified in the Streetscape Standards of the Site Regulation Table prior to the issuance of Certificate of Occupancy, except as indicated in “d” immediately below.
- b. Existing streets that do not meet the Streetscape Standards of the Site Regulation Table must be brought into compliance with said standards along the site’s frontage prior to the issuance of Certificate of Occupancy, except as indicated in “d” immediately below.
- c. On existing streets where there is insufficient right-of-way for the required streetscape improvements, the right-of-way needed for such improvements may be expanded by mutual agreement between the property owner and the entity holding the right-of-way, or a public access easement may be provided to the City to meet the required improvements.
- d. On streetscapes that are or will be within the public right-of-way, root barriers are required between the sidewalk and any adjacent landscape strips or planters, subject to approval of the City Arborist.
- e. The City encourages the use of multi-functional runoff reduction measures in the streetscape, including bioretention areas, stormwater tree box, and planter box. The dimensional standards for planting area, tree spacing, and planting type be varied to accommodate runoff reduction measures.
- f. Alternative streetscape may be approved by City Transportation Engineer for multi-use trails in accordance with **Sec. 2.10.5.C.**

C. Multi-Use Trails

1. Multi-use trails shall have an average width of 12 feet, but their width may be periodically reduced to 8 feet where topography, wetlands, stream buffers, existing buildings, existing trees, or other existing conditions render this requirement infeasible. The maximum length of this reduced width is 400 feet.
2. A multi-use trail may be required instead of a sidewalk along any new or existing street when the location is identified for a multi-use trail in the North Point Livable Centers Initiative Study or another plan that has been adopted by the City of Alpharetta. A multi-use trail may be required in other locations identified for a multi-use trail in the North Point Livable Centers Initiative Study, the Alpha Loop Plan, or another plan that has been adopted by the City of Alpharetta.
3. Where a City of Alpharetta park or access easement held by the City of Alpharetta abuts a street subject to “1” above, the multi-use trail may also be located in such park or easement.
4. In approving a multi-use trail in lieu of a sidewalk, the City Transportation Engineer may reduce the planter width to a minimum width of 5 feet.



D. Planter

1. Shrubs and landscaping may be planted in the planter as follows:
 - a. When shrubs are installed in the planter and adjacent on-street parking exists, a hardscaped clear zone of at least 2 feet in width (measured from the face of curb) must be installed

- adjacent to said parking. Additionally, a hardscape walking area at least 2 feet in width must be installed from the parking to the sidewalk.
- b. Shrubs may not exceed 36 inches in height.
2. Street trees must be planted in the planter as follows:
- a. Overstory trees must be planted in the planter in accordance with the Streetscape Standards of the Site Regulation Table. Newly planted trees shall be a minimum of 3½ inches in caliper, and must be limbed up to a minimum of 7 feet.
 - b. Trees must have a pervious planting area that is at least 6 feet wide by 10 feet long, 3 feet deep, and 1,800 cubic feet in soil volume. Tree grates are not allowed unless the City Arborist determines that they will not negatively impact tree health.
 - c. Shrubs, groundcover, or mulch must be installed in the tree planting area identified in “c” immediately above when tree grates are not installed. Shrubs must conform to “1” immediately above.
3. Pedestrian Lights
- a. Pedestrian lights must be installed in the planter in accordance with the Streetscape Standards of the Site Regulation Table.
 - b. Pedestrian lights must be spaced evenly between overstory street trees.
 - c. Pedestrian light spacing may be increased by the Director or Community Development along existing streets when trees, traffic control devices, or other existing conditions prevent the required spacing.

E. On-Street Parking

Newly-created on-street parking on public or private streets must conform to the following:

1. A bulbout must be provided at the end of every four parallel parking spaces and every six angled or perpendicular spaces. More frequent bulbouts are also allowed.
2. Each bulbout must include at least one overstory tree. Newly planted trees must be a minimum of 3½ inches in caliper, and must be limbed up to a minimum of 7 feet.
3. Trees must have a pervious planting area that is at least 6 feet wide by 10 feet long, 3 feet deep, and 1,800 cubic feet in soil volume. Tree grates are not allowed unless the City Arborist determines that they will not negatively impact tree health.

2.10.6. Parking and Loading

A. Vehicular Parking

1. Minimum parking requirements are 20% less than otherwise required by the UDC. Parking requirements may be further reduced based upon an Urban Land Institute shared parking analysis or other parking analyses acceptable to the City, subject to approval of the Director of Community Development.
2. Where on-street parking spaces exist in the public right-of-way, one on-street parking space may be substituted for every required parking space, provided:
 - a. The on-street space immediately abuts the subject property.
 - b. Each on-street parking space may only be counted for one property. Where a space straddles an extension of a property line, the space may only be counted by the owner whose property abuts 50% or more of the on-street parking space.
 - c. The Director of Community Development, in consultation with the City Transportation Engineer, may determine that to ensure future roadway capacity or other public purposes, the on-street parking credit may not be available.
3. To encourage efficient land use and shared parking, the impervious area of surface parking stalls shall not exceed the surface area of the building they serve.

B. Driveways

1. Applicability

This following applies to driveways, including those serving alleys, but not to new streets in conformance with **Sec. 2.10.4.A.**

2. Spacing

Driveways must be spaced as follows:

- a. Along Type A and B Corridors driveways must be at least 400 feet apart.
- b. Along Type C Corridors driveways must be at least 200 feet apart.
- ~~b-c.~~ Type D Corridors driveways must be at least 150 feet apart.

3. Location

Driveways may not be located on a Type A Corridor or Type B Corridor when access is available from a Type C or Type D Corridor.

C. Design of Parking Structures

1. When a parking structure fronts an arterial or collector street its ground story must have active uses (such as, but not limited to, residential, commercial, office, or civic space) between the parking structure and said street. The active use must be at least 20 feet deep.
2. Where any ~~ve~~ portions of structured parking are adjacent to or visible from any street or the Big Creek Greenway, they must be screened so that cars and ramps are not visible from ground level view from the adjacent parcel, adjacent street (not including an alley), or adjacent Big Creek Greenway. Screening must include:
 - a. Evergreen trees, vines, and landscaping that physically attached to the parking; or
 - b. A façade having the appearance of a horizontal storied building; or
 - c. A combination of “a” and “b” immediately above.

D. Loading

1. Loading areas for new buildings must be located to the rear of buildings. Loading

areas may not be placed between a building and the closest adjacent street or between a building and the Big Creek Greenway.

2. If a loading area is provided, it must meet the following.
 - a. Where a loading dock designed for tractor-trailers is placed between a shared lot line or building and the closest adjacent street (not including an alley) or the Big Creek Greenway, the entire length of the loading area must be screened.
 - b. Screening must consist of either:
 - i. An 8-foot high wall compatible with the principal building in terms of texture, quality, material and color; or
 - ii. Evergreen plant material that can be expected to reach a height of 8 feet with a spread of 4 feet within 3 years of planting.

E. Parking Locations

Driveway and off-street parking lots are only allowed between a building and the closest street when indicated in the Site Regulations Table.

2.10.7. Landscaping and Screening

A. Parking Lot Landscaping

All parking lots must conform to the requirements of UDC Sec. 3.2.8.C and these additional standards.

1. Landscaped areas within the interior of the parking area may be designed as bio-retention areas, using inwardly draining swales without curbs, in lieu of raised planting areas surrounded by curbs, provided that each parking space provides a wheel stop and provided that depressed areas adjacent to driving aisles are surrounded by painted lines or flush curbing to separate landscaping

from driving aisles.

2. Landscape design and material selection may incorporate practices of water conservation and xeriscape. Use of native materials is encouraged. Plant materials should be arranged so that plants that require similar amounts of irrigation are placed together wherever possible.

B. Foundation Plantings

All building foundations facing a public street must conform to these standards, except as provided for in "3" immediately below:

1. Foundations must be screened with continuous evergreen or semi-evergreen shrubs
2. At the time of installation, the screening must be at least 1 foot in height and reach a height of 3 feet within 3 years of planting.
3. Foundation plantings are not required adjacent to ground floor commercial fenestration when said plantings would obstruct views into the commercial establishments, subject to approval of the Direct of Community Development.

C. Service Areas

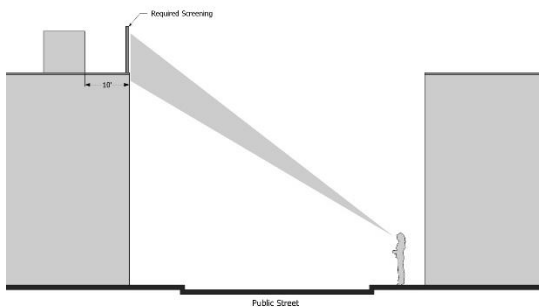
1. Trash and recycling collection and other similar service areas must be located to the side or rear of buildings and may not be between a building and the street.
2. Service areas must be screened on 3 sides and on the 4th side by a solid gate at a minimum of 6 feet in height.
3. Screening must consist of:
 - a. A 6-foot high wall; or
 - b. Evergreen plant material that can be expected to reach a height of 6 feet with a spread of 4 feet within three years of planting.
4. Screening walls must be opaque and be

constructed of one or a combination of the following: architectural block; brick; stone; cast-stone; or stucco over standard concrete masonry blocks.

5. The gate must be self-locking and maintained in good working order.

D. Roof-Mounted Equipment

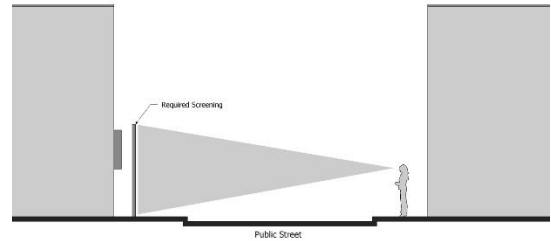
1. Roof-mounted equipment must be set back at least 10 feet from the edge of the roof and screened from ground level view from the abutting parcel or street (not including an alley).
2. New buildings must provide a parapet wall or other architectural element that is compatible with the principal building in terms of texture, quality, material, and color that fully screens roof-mounted equipment from ground level view.



3. For buildings with no or low parapet walls, roof mounted equipment must be screened on all sides by an opaque screen compatible with the principal building in terms of texture, quality, material, and color.

E. Wall-Mounted Equipment

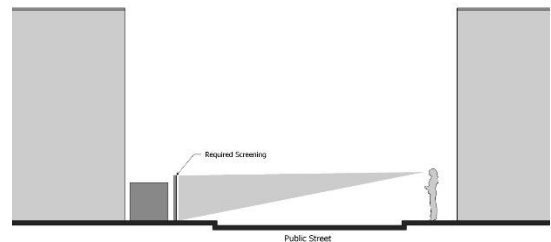
1. Wall-mounted equipment located on any surface that is visible from a street (not including an alley) or the Big Creek Greenway must be fully screened by landscaping or an opaque wall or fence that is compatible with the principal building in terms of texture, quality, material, and color.



2. If required, sScreening must be of a height equal to or greater than the height of the mechanical equipment being screened.

F. Ground-Mounted Equipment

1. Ground-mounted mechanical equipment that is visible from a street (not including an alley) or the Big Creek Greenway must be fully screened by landscaping or an opaque wall or fence that is compatible with the principal building in terms of texture, quality, material, and color.



2. Screening must be of a height equal to or greater than the height of the mechanical equipment being screened.

G. Plant Material

All plant material shall conform to UDC Sec. 3.2.8.A, Sec. 3.2.8.C, and the following standards:

1. Plant materials must be hardy to zone 7b in accordance with the U.S. Department of Agriculture's Plant Hardiness Zone Map.
2. Plant materials must be able to survive on natural rainfall once established with no loss of health. However, irrigation may be provided as the option of the

property owner.

3. No artificial plants, trees, or other vegetation may be installed as required landscaping and screening

H. Maintenance of Landscaping

1. The property owner is responsible for maintaining all required landscaping and screening in good health and condition. Any dead, unhealthy, damaged or missing landscaping and screening must be replaced with landscaping and screening that conforms to this Section within 90 days (or within 180 days where weather concerns would jeopardize the health of plant materials) as approved by the City Arborist.
2. All planting areas must be stabilized from soil erosion immediately upon planting and must be maintained for the duration of the use.

2.10.8. Building Design**A. Applicability**

This Section applies to all new buildings, additions to existing buildings, and any change to a building façade except ordinance maintenance and repairs.

B. Fenestration

1. Fenestration is the minimum percentage of window and door glass that must cover a facade.
2. Ground floor commercial uses along public streets must have no less than 25% and no more than 65% fenestration, calculated per building and per facade.
3. Glass used to satisfy fenestration requirements must be unpainted, must have a transparency (visible light transmission) higher than 70%, and must have an external reflectance of less than 15%. Transparency and external light reflectance must be

established using the manufacturer's specifications.

4. Fenestration is measured from the top of the finished floor to the top of the finished floor above.

5. When there is no floor above, fenestration is measured from the top of the finished floor to the top of the wall plate.

5.6. Fenestration for residential uses shall be subject to review by the Director of Community Development.

C. Pedestrian Access

1. All buildings must include a street-facing pedestrian entrance.
2. A pedestrian entrance and walkway providing both ingress and egress, operable to residents at all times and operable to customers, visitors, and employees during business hours, is required to meet the street-facing pedestrian entrance requirements. Additional entrances off another street, civic space, pedestrian area or internal parking area are permitted, but must have the same or shorter hours of operability as the street-facing entrance.
3. An angled pedestrian entrance may be provided at either corner of a building along the street to meet the street-facing pedestrian entrance requirements.
4. Where a building has frontage on a civic space instead of a street, these requirements apply to and from the civic space. Where a building has frontage along both a street and civic space, these requirements may apply to either, at the applicant's discretion.
5. Where a building has frontage on both a street and a multi-use trail, an additional pedestrian entrance is required from the trail.

D. Building Materials

1. Exterior finish materials on walls visible from a street or civic space must be limited to brick, manufactured stone, architectural block, natural stone, cement-based panels, and/or hard coat stucco, except that glass and metal curtain wall systems are allowed to be used on all building stories above the second.
2. Hard coat stucco, when used as an exterior wall finish material on any individual building, is subject to the following additional standards:
 - a. Hard coat stucco may not exceed 50% of the total wall area (excluding foundations) visible from a street or civic space. For the purpose of calculating conformance with this requirement, windows and doors are not included in the total wall area.
 - b. The maximum wall length (excluding foundations) visible from a street or civic space that is finished in any continuous or discontinuous hard coat stucco is 60 feet. Authorized wall lengths finished in hard coat stucco must be separated by a



minimum wall length of 60 feet that contains no hard coat stucco.

General Visual Weight Table

This table shows the visual weight of permitted materials. Those at the top are lighter than those at the bottom and must be combined accordingly.

Visually Lighter Visually Heavier	Glass Curtain Wall
	Hard Coat Stucco
	Brick
	Architectural Block
	Natural /Manufactured Stone

3. Exterior finish materials must be combined only horizontally, with the visually heavier below the lighter as shown in the General Visual Weight Table. This does not apply to architectural details such as cornices, window sills, and beltlines.
4. No more than three different exterior finish materials, textures, colors, or combinations thereof may be used on a single building, excluding materials used on windows, doors, front porches, balconies, foundations, awnings, or architectural details.
5. For nonresidential uses, foundations must be constructed as a distinct building element that is finished in a different material or color than the exterior wall. Exposed above-ground foundations must be coated or faced in cement, hard coat stucco, brick, manufactured stone, or natural stone to contrast with façade materials.

E. Building Facade

The following applies to all street-facing facades for all uses, except For-Sale Detached and Townhome.

1. Facades must provide visual divisions between the ground story and second story through architectural means such as courses, awnings, or a change in

materials.

2. Facades must delineate all stories above the ground story with windows, belt courses, balconies, cornice lines or similar architectural detailing.
3. Window panes must be recessed a minimum of 3 inches and a maximum of 8 inches from the adjacent façade or window trim/casing, whichever is greater.

F. Building Massing

1. The footprint of buildings containing any residential uses shall not exceed 50,000 square feet. This building footprint size limitation shall also include any parking structures provided to serve said residential uses.
2. Facades over 50 feet in length must incorporate wall projections or recesses a minimum of 12 inches in depth. The combined length of said recesses and projections must constitute at least 20% of the total facade length.
3. Variation in the roofline of buildings and offsets in pitched roofs and gables are required. Parapets in individual building facades exceeding 100 continuous linear feet must be varied in height and projection and must use decorative elements such as crown moldings, dentils, brick soldier courses, or similar details.
4. The roofs of buildings may include cisterns and greenroofs if part of an approved stormwater management plan for the site and if designed in accordance with the GA Stormwater Management Design Manual (latest version). Above-ground cisterns and greenwalls shall require approval by the Director of Community Development.

2.10.9. Signs

A. Materials

Signage must be finished in the same exterior materials as the principal structure.

B. Monument Sign

1. A minimum 2 feet wide planting area must be provided around the base of all monument signs.
2. Shrubs, groundcover, or mulch must be installed in the tree area identified in "1" immediately above.

C. Additional Walls Signs

One additional wall sign is permitted in excess of the sign allowances of UDC Sec. 2.6 - Signs. If an additional wall sign is installed, it is subject to the following:

1. The sign may be up to 24 square feet in size.
2. The sign must be located on the back or side of the building facing a parking lot, alley, or open space.

2.10.10. Open Space

A. Defined

Open space is the horizontal outdoor area of a site reserved to provide separation, resource protection, scenic enjoyment, recreation, or amenity. It includes two types: civic space and amenity space.

B. Minimum Requirements

1. New developments shall provide civic space and amenity space in accordance with the North Point Open Space Table.

North Point Open Space Table

Sites Under 5 Acres	
Uses	Open Space Required (% of site gross acreage)
Non-Residential:	Amenity Space <u>+ Civic Space</u> : <u>15%</u> min.
Residential (density of 8 units/acre or less:	Civic Space: 10% min.
	Amenity Space: 5% min.
Residential (density of 8 or more units/acre):	Civic Space: 10% min. + 1% for each 1 unit/acre over 8 units/acre
	Amenity Space: 5% min.
Sites of 5 or More Acres	
Uses	Open Space Required (% of site gross acreage)
Non-Residential:	Civic Space: 10% min.
	Amenity Space: 5% min.
Residential (density of 8 units/acre or less:	Civic Space: 10% min.
	Amenity Space: 5% min.
Residential (density of 8 or more units/acre):	Civic Space: 10% min. + 1% for each 1 unit/acre over 8 units/acre
	Amenity Space: 5% min.

2. New developments with a mix of residential and non-residential uses shall satisfy both requirements independently.

3. Restaurants with one or more exterior walls shall be subject to the following additional requirements:

- a. An outdoor dining area equal to at least 10% of the restaurant floor area shall be provided. When the outdoor dining area conforms to Sec. 2.10.10.D it may be counted towards amenity space requirements.
- b. When the restaurant abuts a public street (including across an intervening parking lot) the required outdoor dining area shall be located along the portion of the façade facing such public street.
- c. The Director of Community Development has the authority to authorize the required outdoor dining to be placed in locations other than required by “b” above when:
 - i. There is insufficient area between the restaurant and the street to accommodate all of the required outdoor dining; or
 - ii. There are other unique circumstances not created by the applicant than render this requirement unfeasible.

C. Civic Space

Civic space is the portion of open space for public use defined by the combination of certain physical constants including the relationships among their intended use, their size, their landscaping, and their adjacent buildings. Above-ground cistern design and appearance shall require approval by the Director of Community Development.

1. Park.

An open space available for structured or unstructured recreation. A park may

be independent of surrounding buildings at its edges. Its landscape may consist of paths and trails, meadows and lawns, water bodies, runoff reduction measures such as bioretention areas, swales, cisterns, and woodlands. Recreation fields and courts may also be included. The minimum size for a park is one acre.

2. Square

An open space available for unstructured recreation and civic purposes. A square is spatially defined by building or streets at its edges. Its landscape must consist of paths and trees, and may also include runoff reduction measures such as bioretention areas and cisterns, lawns and non-asphalt paved surfaces. The minimum size for a square is one-half acre.

3. Plaza

An open space, available for civic purposes and commercial activities. A plaza must be spatially defined by building or streets at its edges. Its landscape must consist primarily of non-asphalt paved surfaces and trees, and may include runoff reduction measures such as bioretention areas and cisterns. The minimum size for a plaza is one-quarter acre.

4. Pocket Park

An open space, available for unstructured recreation. A pocket park may be spatially defined by buildings or streets at its edges. Its landscape must consist of lawn and trees, and may include runoff reduction measures such as bioretention areas and cisterns. There is no minimum size for pocket parks.

5. Playground

An open space designed and equipped

for the recreation of children. A playground must be fenced and may include an open shelter. Playgrounds must be interspersed within residential areas, may be placed within a block, and may be included in parks and greens. There is no minimum size for playgrounds. Playgrounds may include runoff reduction measures such as bioretention and underground detention.

6. Performance Venues

An open space available for outdoor performance. Performance venues typically include a stage surrounded by formal or informal seating on at least one side. Performance venues may have a combination of landscaped and hardscaped areas. The minimum size for a performance areas is one-half acre.

7. Multi-Use Trails with Potential Connections to Offsite Trails

A linear open space consisting of a conforming multi-use trail that includes a connection to existing or proposed off-site trails. There is no minimum size for this type of open space.

8. Park Overlooks

An open space primarily intended for the viewing of parks and other open spaces. Park overlooks must include seating. There is no minimum size for park overlooks.

D. Amenity space

Amenity space is the covered or uncovered, but unenclosed, outdoor areas of at least 100 square feet each for use by the occupants, invitees and guests of the development and specifically excluding Civic Spaces and required sidewalks. Amenity spaces may include, but are not limited to:

1. Rooftop decks;
2. Balconies;

3. Patios and porches;
4. Outdoor dining areas;
5. Pool areas;
6. Tennis courts, basketball courts, and similar uses;
7. Yards, lawns, and flower gardens;
8. Community gardens;
9. Hardscape areas improved for pedestrian enjoyment; ~~and~~
10. Wooded areas; ~~and~~
11. Runoff reduction measures such as bioretention areas and cisterns.

Each amenity area approved must be available and accessible as exterior space appropriately improved for pedestrian amenity or for aesthetic appeal, subject to approved by Director of Community Development. Above-ground cistern design and appearance shall also require approval by the Director.

- E. Open space requirement may be met using existing and/or new open space, subject to approval of the Director of Community Development.
- F. Open space may be privately or publically owned. Private open space is open space that is owned by a corporation, individual, or homeowners association. Public open space is open space owned by a governmental agency.
- G. Wetlands, lakes, ponds, streams, rivers, flood zones, and stream buffers may only be considered open space when located within one of the ~~eight~~five types of civic spaces identified in **Sec. 2.10.C** or within an amenity space that conforms Sec. 2.10.10.D, unless part of an approved stormwater management plan for the site that includes runoff reduction measures.
- H. No required buffer may be used to satisfy open space requirements, except for stream

buffers or the Georgia 400 buffer that are improved with trails and other authorized amenities.

- I. Stormwater management facilities for the site may be used to satisfy open space requirements if they meet this Chapter's definition of open space. Open space credit may be given at the discretion of the Director of Community Development.
- J. No areas used for vehicles, except for incidental service, maintenance, or emergency actions, may be used to satisfy open space requirements.

2.10.11. EcoDistrict Measures

A. Intent

The following requirements are intended to further the EcoDistrict goals defined in the North Point Livable Centers Initiative.

B. Applicability

EcoDistrict measures must be incorporated into all new development in accordance with the following minimum point values based on project magnitude. Measures only count if they are part of the new development application; measures already in place at the time of application do not count.

1. **2 Points Minimum.** Any development project that either increases an existing building footprint by 30% or more of gross building area; or includes the replacement, renovation, or reconfiguration of 60% or more of the total site parking area (inclusive of required parking lot landscaping areas), must earn a minimum of 2 points in accordance with this Section.
2. **5 Points Minimum.** Any development project that increases an existing building footprint by 60% or more of gross building area must earn a minimum of 5 points in accordance with this Section.

3. **7 points Minimum.** Any development project that involves the complete renovation of all existing buildings or the construction of all new building must earn a minimum of 7 points in accordance with this Section.
4. **10 points Minimum.** Any development project that involves conditional use approval to increase residential density under Sec. 2.10.2.B.3.b must earn a minimum of 10 points in accordance with this Section.

C. Calculation & Evaluation

1. **Minimum Points.** All point values must be awarded based on meeting the minimum requirements of each EcoDistrict measure, as indicated in this Section. The sum of all assigned values for achieved sustainability measures, as indicated in this Section and summarized in the EcoDistrict Measures and Values Table, must meet the minimum point requirement per project.
2. **Review and Approval.** Documentation of which measures and total number of points the applicant will achieve must be submitted with the applicable permit application submitted to the City and must be approved by City staff.
3. **Requirements.** The applicant must achieve no fewer than the required points based on project magnitude (see "B" above) from any combination of the measures as valued in the EcoDistrict Measures and Values Table. No partial points will be accepted.
4. **Documentation.** The applicant must submit supporting documentation as noted per measure.

EcoDistrict Measures and Values Table

Measure	Value
Certified Green Building	3 to 5 points
Renewable Energy Sources	3 points
Greenroof	3 points
Building Energy Efficiency	2 points
Bio-retention	2 points
Building Water Efficiency	2 points
Transportation Demand	2 to 3 points
Heat Island Reduction	2 points
Pervious Paving	2 points
Connected Open Space	2 points
Consolidated Open Space	2 points
Sustainable Landscaping	1 point
Enhanced Bicycle Amenities	1 to 2 points
Alternative Transportation	1 to 2 points
Additional Landscaped Civic Space	1 to 5 points
Alternative Measures	1 to 3 points

D. Measures and Requirements

1. Certified Green Buildings Measure (3 to 5 points)

- a. **Minimum Requirement.** Certify a new construction building or building undergoing major renovations through a green building rating system requiring review by an independent, third-party certifying body and approved by the Director of Community Development. Points shall be awarded as follows:
 - i Silver by a USGBC green program or equivalent: 3 points.
 - ii Gold by a USGBC green program or equivalent: 4 points.
 - iii Platinum by a USGBC green program or equivalent: 5 points.

The score may include measures otherwise allowed by this section, however, no measure included as part of a certified green building may also be awarded points as a stand-alone measure.

- When a green building rating system equivalent to a USGBC green program is utilized, the applicant shall submit third-party documentation demonstrating how the measure is equivalent to the indicated USGBC certification level.
- b. **Documentation.** Required documentation includes registration of the project with the system, payment of all applicable fees for the rating system, and a draft scorecard showing the achieved credits or points.
2. **Renewable Energy Sources Measure (3 points)**
 - a. **Minimum Requirements.** Incorporate renewable energy generation on-site with a production capacity of at least 5% of the building's annual electric and thermal energy, established through an accepted building energy performance simulation tool.
 - b. The following renewable energy generation sources are applicable:
 - i Solar thermal or photovoltaics.
 - ii Geothermal.
 - iii Wind energy conversion.
 - iv Anaerobic digestion.
 - v Other means of generating electricity without using a fuel, such as kinetic, heat exchange, approved by the Director of Community Development.
 - c. **Documentation.** Required documentation includes specifications and construction details for the system installation.
 3. **Greenroof Measure (4 points)**
 - a. **Minimum Requirements.** Install a vegetated roof for at least 50% of the total new building roof area, including parking structures.
 - b. **Documentation.** Required documentation includes roof construction plans with drainage and planting details.
 4. **Building Energy Efficiency Measure (3 points)**
 - a. **Minimum Requirements**
 - i **New Construction Buildings.** Newly constructed buildings must demonstrate an average 10% improvement over the energy code currently in effect in the City.
 - ii **Major Renovation.** The building must demonstrate an average 5% improvement over the energy code currently in effect in the City.
 - b. **Documentation.** Required documentation includes an energy model demonstrating that the building(s) will achieve the proposed improvements.
 5. **Bio-Retention (2 points)**
 - a. **Minimum Requirement.**
 - i Provide landscaped bio-retention areas in the interior of the parking lots, in streetscape planters, and on-street parking landscaping; and
 - ii Incorporate inwardly draining swales without curbs, in lieu of raised planting areas surrounded by curbs;
 - iii Landscape bio-retention areas with species tolerant to frequent inundation; and
 - iv Provided wheel stops adjacent to parking and flush or permeable curbing adjacent to

driving areas.

- b. **Documentation.** Required documentation includes plans and detail specifications of planting areas and a hydraulic study demonstrating infiltration capacity.

6. Building Water Efficiency Measure (2 points)

- a. **Minimum Requirements.** Indoor water use in new buildings and major renovations must be an average 20% less than in baseline buildings. Baseline water usage shall be determined based on fixtures per the Energy Policy Act of 1992 and subsequent rulings by the United States Department of Energy or a similar method approved by the Director of Community Development.
- b. **Documentation.** Required documentation includes cut sheets for all water fixtures.

7. Heat Island Reduction Measure (2 points)

- a. **Minimum Requirements.** Use any combination of the following strategies for 35% of all on-site, non-roof hardscape areas, including sidewalks, plazas, courtyards, parking lots, parking structures, and driveways.
 - i Tree Canopy Cover. Coverage of the surface at canopy tree maturity in 15 years.
 - ii Solar reflective paving and roofing with a SRI (solar reflectance index) of at least 29.
- b. **Documentation.** Required documentation includes plans and specifications for installation of the strategy.

8. Transportation Demand Management (2 -3 points)

- a. **Minimum Requirement.** Provision of three ~~or more~~ of the following ~~transportation demand management tools on the project~~ shall be awarded two points and provision of four or more of the following shall be awarded three points:-

- i Flex-time work schedules by employers to reduce congestion at peak times.
- ii Provision of building or project bicycle rentals for use by any occupant.
- iii Free ride home in case of emergency or sickness for employees using transit.
- iv Provision of transit passes to building occupants for a period of 2 or more years.

v Other tools that encourage transit and bicycle use, or reduce personal vehicular traffic may be approved by the Director of Community Development.

vi Accommodation of a future MARTA bus rapid transit station.

- b. **Documentation.** Required documentation includes a written narrative of the tools to be provided and any other documentation required by the Director of Community Development.

9. Pervious Pavement Measure (2 points)

- a. **Minimum Requirements.** Install an open grid or pervious pavement system that is at least 40% pervious on 80% of all hardscape surface areas, including sidewalks, plazas, courtyards, parking lots, and driveways.
- b. **Documentation.** Required

documentation includes plans and specifications for installation.

10. Connected Open Space (2 points)

- a. **Minimum Requirements.** Provision of all of the following:
 - i All required open space within an interconnected network with no dimension less than 40 feet;
 - ii Required open spaces may extend across public and private streets and multi-use trails, but street area may not be counted towards open space;
 - iii All required open space provided at ground level; and
 - iv Minimum size of 2 acres, excluding any consolidated open space in "11" below.
- b. **Documentation.** Required documentation includes plans showing open spaces.

11. Consolidated Open Space (2 points)

- a. **Minimum Requirements.** Provision of all of the following:
 - i All required open space in a one contiguous area with no dimension of less than 100 feet;
 - ii Required open spaces may not extend across public or private streets;
 - iii All required open space provided at ground level; and
 - iv Minimum size of 2 acres.
- b. **Documentation.** Required documentation includes plans showing open spaces.

12. Sustainable Landscaping Measure (1 point)

Conform to both of the following minimum requirements:

- a. **Minimum Requirement 1.** Reduce potable water used for landscape irrigation by 50% from a calculated midsummer baseline case by using either one of the following methods:
 - i Utilizing all xeriscape plant materials and providing no permanent irrigation system
 - ii Using only captured rainwater with an irrigation system
- b. **Minimum Requirement 2.** Exclusion of any plant species listed on the Georgia Exotic Pest Plant Council Invasive Species List from project planting plans.
- c. **Documentation.** Required documentation includes a landscape plan, irrigation plan, a list of proposed species, and an affidavit from a certified Landscape Architect that no species identified in "b" immediately above will be planted.

13. Enhanced Bicycle Amenities Measure (1 - 2 points)

- a. **Minimum Requirements.** Provision of two of the following shall be awarded one point and provision of three or more of the following shall be awarded two points; Inclusion of 2-3 two of the following:
 - i Lockable enclosed bicycle storage. Provide one secure, enclosed bicycle storage space per 20 employees.
 - ii For office or commercial space, ~~e~~Employee shower facilities. Provide a minimum of one shower facility plus one additional shower per 150 employees.
 - iii Repair Center. Provide a designated bicycle repair center open to the public and

consisting of an air pump, water, and tools at a minimum.

- iv. Bicycle parking spaces. Provide at least 200% of the bicycle parking requirements of UDC Sec. 2.5.8.

v. Bicycle paths.

vi. Bicycle rental stations.

- b. **Documentation.** Required documentation includes site and/or building plans locating the measures included.

14. Alternative Transportation Measure (1 – 2-points)

- a. **Minimum requirement.** One point shall be available for the provision of each of one or more of the following, up to two total points for this measure:±

- i. **Ride-Sharing.** Provide at least one on- or off-street pick-up/drop-off zone per 100 new or added vehicular parking spaces for the exclusive use of passengers arriving by taxi, ride-sharing, or shuttle. No project using this measure shall have less than one such space.
- ii. **Van Pools.** Provide at least one van pool space per 200 new or added vehicular parking spaces.
- iii. **Enhanced Bus Shelter.** Provide and maintain at least one covered bus shelter with seating, lighting, posted schedules, and trash cans adjacent at an existing public transit stop without such facilities. The location of the enhanced bus shelter must be to the standards of the public transit authority. Note: If more than one such enhanced bus shelter is provided, ~~at one~~

additional point shall be awarded for each shelter.

15. Additional Landscaped Civic Space Measure (1 to 5 points)

- a. **Minimum Requirement.** Provision of additional landscaped civic space or a multi-use trail over the requirement over the amount required by this overlay or the underlying district, whichever is greater. Additional civic space must be landscaped with lawns, ground cover, shrubs, or woodlands and may not be paved or otherwise impervious except for paths and trails. One point shall be available for each one additional percent of gross acreage provided as civic space, up to five total points for this measure.
- b. **Documentation.** Required documentation includes site and/or building plans locating the additional open space.

16. Alternative Measure (1 to 3 points)

The applicant may submit an alternative EcoDistrict measure for review and recommendation by the Director of Community Development. The measure must further an EcoDistrict goal of the North Point Livable Centers Initiative and may not be considered standard practice or requirements for current developments.

- a. **Minimum Requirements.** The measure must be unrelated to any of the other measures defined in this Section. Based upon their review, the Director of Community Development must determine for the number of points to be awarded.
- b. **Documentation.** Required documentation must clearly illustrate that the project will

achieve the measure and that the
measure furthers a North Point
Livable Centers Initiative
sustainability goal.



City Council Meeting and Public Hearing STAFF REPORT

Submitting Department: Recreation and Parks

Submitted By:

Meeting Date: October 15, 2018

I. AGENDA ITEM TITLE: MOU BETWEEN CITY AND BREWABLE

(NOTE: THIS ITEM WAS TABLED AT THE OCTOBER 1, 2018 CITY COUNCIL MEETING AND REQUIRES A VOTE TO BE REMOVED FROM THE TABLE BEFORE DISCUSSION)

II. RECOMMENDATION:

Staff recommends approval of the MOU between the City of Alpharetta, Envision Alpharetta Inc., and Brewable for the build-out and operation of a coffee bar concession, preparation area, and seating area within the Alpharetta Community Center.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

The proposal will create Brewable, a coffee shop training model for intellectually challenged adults at the Alpharetta Community Center located in Wills Park, with the goal of creating an atmosphere in which disabled young adults may train for future employment.

V. ALTERNATIVES:

VI. ATTACHMENTS:

MEMORANDUM OF UNDERSTANDING (ENVISION_ARPCS_CLEAN 10-15-18)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made this _____ day of _____, 20_____, by and between Envision Alpharetta, Inc. ("Envision"), BrewAble, LLC ("BrewAble") and the City of Alpharetta Recreation, Parks and Cultural Services Department ("ARPCS").

Whereas, Envision is a not-for-profit corporation exempt from federal taxation and under Section 501(c)(3) of the Internal Revenue Code of 1954, as amended, that promotes involvement in community efforts; and has agreed to incubate the efforts of volunteer community members to create and operate a project known as BrewAble; and

Whereas, BrewAble, LLC is a single member limited liability company wholly owned by Envision, is treated as a disregarded entity that is not separate from Envision for tax purposes, and is a volunteer grass-roots project led by Alpharetta and North Fulton community members operating under the auspices and direction of Envision, whose mission is to provide meaningful employment and community opportunities for people with intellectual or developmental disabilities ("ID" and "DD") providing them the opportunity to excel as employees in a café setting with community involvement and interaction; and

Whereas, the mission of BrewAble and Envision is consistent with the mission of the ARPCS mission to promote the highest quality recreation programs and park facilities to our citizens consistent with our core values of excellence, stewardship, integrity, service and loyalty; and

Whereas, ARPCS has agreed to provide a space in the lobby and an adjacent office of the Alpharetta Community Center ("ACC") for Envision and BrewAble to build a coffee bar concession, preparation area, and seating area, subject to the terms and conditions hereinafter set forth;

Now, therefore, for and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Location and Improvements.** ARPCS shall provide space in the ACC to the right of the lobby entrance and the smaller coordinator office to be renovated to include coffee bar and preparation space for BrewAble to operate a coffee concession. BrewAble and Envision shall complete improvements to the ACC

lobby to accommodate the coffee bar, provide comfortable seating for patrons, and create adequate traffic flow through the lobby area for coffee bar patrons and ACC program participants and parents. Improvements shall include moving the existing desk back towards the supervisor's office and reconfiguring it to fit into the smaller space, new flooring and seating, moving entryways into Gym 1, and water fountain repositioning. BrewAble and Envision may replace side lobby windows with doors to a new patio with additional seating outside as funds permit. This MOU does not create a lease or grant a property interest in the ACC. This MOU merely provides a license to operate in the designated space subject to all terms and conditions of this MOU.

2. **Funding.** BrewAble, in conjunction with Envision, shall conduct all fundraising for the lobby renovation project, and shall collectively be financially responsible for completion of the renovation. ARPCS shall not be financially responsible for any improvements of the coffee concession components at the ACC. If Envision and BrewAble determine that construction is not reasonably practical due to cost, they may terminate this MOU without further obligation; provided, however, if construction has commenced, the property shall promptly be restored to its condition prior to construction. BrewAble shall be managed by Envision (its sole member) and such manager or other employees as may be identified by Envision, which individuals shall be hired, managed, paid, and fired by BrewAble and Envision. Such personnel shall not be employees of or have any contract relationship with ARPCS, nor shall such personnel be entitled to any benefits of the ARPCS, including, but not limited to, compensation, pension, health insurance or worker's compensation benefits. The ARPCS shall not have responsibility for these employees. BrewAble and Envision shall be responsible for their own budget and all funds raised to support the project. ARPCS will not have access to any funds raised through the coffee concession, and will not charge rent, fees, or receive commission on concession sales.

3. **Function of ACC.** The integrity and function of the ACC as a youth based, heavily programmed community center is of primary concern in the running of the facility. Envision and BrewAble, their employees, supporters and boards will respect the primary function to the ACC in all decision making. BrewAble shall primarily serve the patrons of the ACC and Wills Park, and secondarily serve friends and supporters of BrewAble.

4. **Parameters for ARPCS, BrewAble and Envision.**

- A BrewAble business plan, timeline, décor plan, policies, procedures, operations and staff manuals shall be submitted to the Recreation Services Manager for review at least three months prior to the opening of the business.
- BrewAble shall be responsible for cleanliness and professional presentation of the coffee concession/lobby area, and of BrewAble employees, and will keep the concession/lobby area clean and appealing during concession operating hours.
- BrewAble shall implement a traffic flow and customer management plan that allows for serving their patrons, while not impeding patrons of the ACC.
- BrewAble shall not provide products or services that compete directly with existing vending machine contracts. ARPCS shall not add additional vending machines/contracts directly competitive to BrewAble products and services.
- BrewAble shall coordinate with the Recreation Services Manager on timelines for coffee concession/lobby construction and opening, hours of BrewAble operations, crowd control plan, menu, pricing, and challenges that arise.
- ARPCS shall be responsible for cleaning and upkeep of the building and bathrooms, including the lobby/concession area when BrewAble is not operating, and BrewAble patrons may have use of the bathrooms during BrewAble hours.
- ARPCS shall coordinate with BrewAble manager on changes to hours due to special events, and BrewAble shall have first right of refusal to provide concessions for ACC events and special events held in the building.
- The ACC manager, the Recreation Services Manager, and the BrewAble manager will regularly confer about successes and challenges in order to provide the best service and experience to all of their constituents.

5. **Indemnification.** ARPCS, as one party and BrewAble and Envision collectively agree, to the extent permitted by law, to defend, indemnify and hold harmless all officers, trustees,

directors, employees, volunteers and agents of the ARPCS, and BrewAble and Envision collectively from and against any and all claims, liabilities, losses and expenses, directly or indirectly, wholly or partially arising from or in connection with any act of omission of the ARPCS or BrewAble and Envision, respectively, or their employees or agents in implementing, operating and fulfilling their obligations hereunder. The parties shall maintain adequate insurance to fulfill their indemnity obligations under this MOU. The insurance limits shall be approved by ARPCS and name the City of Alpharetta as an additional insured.

6. **Term.** This MOU shall commence on the date of execution, and shall remain in effect for one year, unless the ARPCS or BrewAble and Envision elect in writing to extend this MOU for an additional one (1) year. Three month notice shall be given by either party to effect a termination or amendment of this MOU, provided that each party is fulfilling their respective obligations under this MOU. The parties shall meet annually to review this MOU.

7. **Miscellaneous.** This MOU shall supersede any prior oral or written understanding between the parties and may not be amended or modified except in writing signed by the parties. This MOU may not be assigned by any of the parties. It is the desire of Envision to incubate BrewAble until it is functional, and then to have BrewAble become independent. This MOU shall remain in effect with BrewAble once they are independent of Envision; provided that at the time of independence BrewAble is a not-for-profit entity. This MOU shall be governed and construed in accordance with the laws of the State of Georgia.

In witness whereof, the parties have hereunto executed this Memorandum of Understanding on the day and year first above written.

BrewAble, LLC

By: _____

Its: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

Envision Alpharetta, Inc.

By: _____

Its: _____

Department of Recreation, Parks
and Cultural Services

By: _____

Its: _____

Approved as to form:

C. Sam Thomas, City Attorney



City Council Meeting and Public Hearing STAFF REPORT

Submitting Department: Recreation and Parks
Submitted By: Ruby Flynn
Meeting Date: October 15, 2018

I. AGENDA ITEM TITLE: RFP 19-103: NORTH PARK ARTIFICIAL TURF REPLACEMENT PROJECT

II. RECOMMENDATION:

Please award RFP 19-103 North Park Artificial Turf Replacement Project to Sprinturf, LLC., in an amount not to exceed \$462,521 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: \$462,521. ADOPTED BUDGET FUNDING FOR THIS PROJECT TOTALS \$450,000. FUNDING TOTALING \$12,521 IS BEING REALLOCATED FROM THE PARKS REPAIRS/IMPROVEMENTS ACCOUNT TO FUND A PORTION OF THE DESIRED ALTERNATES.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
North Park Synthetic Turf Replacement (30161150-541500-C0922)	\$450,000.00
Parks Repairs/Improvements (30161150-541500-C1804)	\$12,521.00

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

The award of this RFP is for the removal and replacement of the artificial turf soccer field located at North Park and to make any sub-surface corrections prior to installing the new artificial turf. This project also includes the installation of netting at the end zones and replacing fencing around the perimeter of the field, and replacing the goal posts.

Staff with the departments of Recreation and Parks and Public Works worked with members of the Finance to develop the following scope of work for this project:

1. Demolition, removal, and proper off-site disposal of existing artificial field.
2. Sub-surface maintenance as necessary, including, but not limited to laser grading to ensure proper playing field and drainage.
3. Installation of new green (natural grass color) artificial turf.
4. Installation of permanently inlaid, white football field markings, using the existing field dimensions.
5. Add permanently inlaid, yellow soccer field markings.
6. Field dimensions are approximately 75 yards x 132 yards. After contract award, the successful Contractor shall work with City staff to determine final dimensions for the lines.
7. The City requires:
 1. an infill product that reduces heat and provides cooler playing surface temperatures.
 2. turf height between 2.25 to 2.50 inches.
 3. a turf that is resistant to bacterial and fungal growth.
 4. treated with UV inhibitor.
 5. low maintenance, and

6. an extended warranty of at least 10 years.
8. Site clean-up once the demolition and installation are complete.
9. If materials and equipment are to be stored on site, the contractor may use the parking lot closest to the field. Contractor shall be responsible to ensure the safety of materials and equipment, as well as the safety of park visitors at all times. Contractor shall maintain clear passage for cars to pass through the lot.
10. The City anticipates the timeframe for this work to be November 26, 2018, to February 15, 2019, with the field being available for play February 16, 2019.

Construction is permitted between the hours of 7:00 AM and 7:00 PM Monday through Friday. Construction is permitted on Saturday between the hours of 9:00 AM and 5:00 PM and with 72 hours advance notice to the City. No work is permitted on Sunday. Any work outside these hours requires prior approval from the City of Alpharetta Public Works Department and the City of Alpharetta Director of Public Safety.

Add alternate scopes of work include the following:

1. Removal and off-site disposal of existing fencing (excluding posts) that surrounds the field and installation of new 6 gauge black vinyl-coated chain link fencing using existing posts around the perimeter of the field.
2. Installation of new #36 netting and support posts located on the north and south end of the field. Netting will be approximately 18' x 225' at each end. installer will advise the exact dimensions.
3. Removal and off-site disposal of existing football goal posts. The installation of two new goal posts in each end zone of the field, matching existing post specifications.

On August 16, 2018, the City issued Request For Proposal #19-103 for the project with a due date of September 13, 2018. Four vendors responded and were evaluated by the evaluation team comprised of members of the Recreation and Parks Department and Public Works Department.

1. Advanced Sports Group/NPSG Development
2. Deluxe Athletics
3. Hellas Construction Inc.
4. Sprinturf LLC

On September 20, 2018, the evaluation team met to discuss their findings and score each vendor. The evaluation criteria for this project was as follows:

PHASE I

- Comparable Experience and Project Team (35%)
- Proposed Product (27%)
- Approach to Project and Schedule Adherence (10%)
- Cost Evaluation (25%)
- Alpharetta Vendor Preference (3%)

PHASE II

- Interview (100%)

The evaluation team unanimously scored Sprinturf as the most qualified vendor for this project. Additionally, Sprinturf provided the second lowest overall cost submission. The evaluation team rankings are as follows on a scale of 1 to 5 (with 5 being highest):

1. Sprinturf LLC (4.56)
2. Hellas Construction Inc. (3.71)
3. Advanced Sports Group/NPSG Development (3.29)
4. Deluxe Athletics (3.20)

Sprinturf LLC was the awarded vendor on our recent soccer artificial turf replacement project at Webb Bridge Park. Staff was very pleased with their turf product as well as the installation process. As such, no interview was warranted.

Below is the cost breakdown for this project:

- \$369,013 (Base Proposal)
 - \$56,078 (Add Alt for Fencing & Netting)
 - \$7,420 (Add Alt for Logo)
 - \$19,210 (Goal Post Replacement)
 - \$451,721 (BASE PROJECT SUB-TOTAL)
-
- \$10,800 (increase turf weight from 50 oz. to 52 oz;extend warranty from 8 to 10 years)

\$462,521 - CONTRACT AWARD RECOMMENDATION

In addition to the 10-year manufacturer's warranty on their product, Sprinturf's proposal includes a 3-year SprintCare synthetic turf maintenance program. This program includes 2 visits per year where Sprinturf representatives will clean and redistribute infill, brush and inspect the field, and conduct safety and depth testing to ensure our field receives the proper care it needs to provide the maximum safety to the users.

Members of the evaluation team are confident Sprinturf, LLC., has the experience and qualifications to meet the city's expectations to complete the project within the specified timeframe and recommends awarding the contract for this project to Sprinturf, LLC. Upon approval of the award of contract, staff will finalize the terms and conditions of the contract and issue a Notice to Proceed to Sprinturf, LLC.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Record of Receipt RFP 19-103, Evaluation RFP 19-103, North Park Artificial Turf RFP 19-103, Sprinturf Cost Proposal



CITY OF ALPHARETTA RECORD OF RECEIPT of REQUEST for PROPOSALS

This record serves to acknowledge the receipt of proposals in response to a public offering by the City of Alpharetta. Information concerning the content of each proposal is not available for public viewing until the contract award is made by the City of Alpharetta Council.

RFP #: **19-103**

Due Date: **September 13, 2018**

RFP NAME: North Park Artificial Turf Replacement

Due Time: **10:00 AM**

	OFFEROR NAME (as noted on proposal package)	DATE RECEIVED	TIME RECEIVED	NOTATIONS
1	Hellas Construction Inc	9/12/2018	9:21 AM	
2	Deluxe Athletics	9/12/2018	1:08 PM	
3	Sprinturf LLC	9/13/2018	9:08 AM	
4	Advanced Sports Group/NPSG Development	9/13/2018	9:20 AM	
5				
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7				
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9				
10				
11				
12				
13				
14				
15				

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

RFP Evaluation / Scoring Sheet (Detail)
North Park Artificial Turf Replacement
RFP # 19-103

OFFERORS	Hellas Construction Inc	Deluxe Athletics	Sprinturf LLC	Advanced Sports Group/NPSG Development
Scoring Instructions: 1. Score each criteria for each proposal using a scale of 1 - 5; 5 = highest score available for any criteria. 2. Scores should be noted for each criteria as this will be the basis for evaluation. 3. Weights will be applied to combined scores. 4. Cost will be evaluated separately.				
CRITERIA				
Comparable Experience and Project Team (35%)	1.46	0.99	1.69	1.23
Proposed Product (27%)	1.04	0.68	1.26	0.77
Approach to Project and Schedule Adherence (10%)	0.42	0.28	0.48	0.27
Alpharetta Vendor Preference (3%)	-	-	-	-
Sub-Total Proposal Score % (Cost not Opened or Scored)	2.91	1.95	3.44	2.26
Cost (25%)	0.80	1.25	1.12	1.04
Total Proposal Score %	3.71	3.20	4.56	3.29

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



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

RFP TITLE:	NORTH PARK ARTIFICIAL TURF REPLACEMENT
RFP #:	19-103
RFP RESPONSE DUE DATE/TIME:	SEPTEMBER 13, 2018 10:00 AM
RFP ISSUE DATE:	AUGUST 16, 2018
NUMBER OF PAGES:	49

SINGLE POINT OF CONTACT DURING PROCUREMENT PROCESS

PROCUREMENT AGENT: **ABIGAIL (ABBY) SHIPP**
City of Alpharetta Phone: 678-297-6052 FAX: 678-297-6093
Finance Department Email: purchasing@alpharetta.ga.us
2 Park Plaza Procurement Website: <https://www.ebidexchange.com/alpharetta>
Alpharetta, GA 30009

INSTRUCTIONS TO SUBMIT A PROPOSAL:

1. CITY HALL NORMAL HOURS FOR DELIVERIES: MON-THURS 8:30 AM–5:00 PM; FRI 8:30 AM–4:30 PM
2. PROPOSAL PACKAGE MUST BE SEALED IN OPAQUE PACKAGING; NO FAXED OR EMAILED RESPONSES ACCEPTED
3. SUBMIT UNBOUND (3-RING BINDER OK) **ONE** PAPER ORIGINAL WITH ORIGINAL SIGNATURES; **SIX** 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 CASHIER'S OFFICE
2 PARK PLAZA
ALPHARETTA, GA 30009
ATTN: ABIGAIL SHIPP

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

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

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

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

FIRM/OFFEROR NAME:

FIRM/OFFEROR MAILING ADDRESS:

FIRM/OFFEROR PHONE NUMBER(S):

FIRM/OFFEROR FAX NUMBER(S):

EMAIL ADDRESS FOR OFFEROR'S CONTACT:

AUTHORIZED OFFEROR SIGNATURE:

PRINTED NAME OF SIGNER:

OFFEROR FEDERAL I.D. NUMBER:

OFFEROR DUNS NUMBER:

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SECTION 1: SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE</u>
1. RFP Issue Date	August 16, 2018
2. Deadline for Receipt of Written Questions	September 4, 2018, 4:00 PM
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	
3. Deadline for Posting of Written Answers	September 7, 2018, 4:00 PM
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	
4. RFP Response (Proposal) Due Date/Time	September 13, 2018, 10:00 AM
Regardless of cause, late responses will not be accepted and will automatically be disqualified from further consideration. See Appendix D, Section A.4	

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 soliciting proposals from qualified and experienced Offerors to replace the artificial turf at the multi-purpose field # 1 at North Park. The park is located at 13450 Cogburn Road, Alpharetta, GA 30004. Refer to Appendix G for a map of the park. The work includes, but is not limited, to the demolition and

removal of existing artificial turf, any necessary sub-surface maintenance or repair, installation of new artificial turf, and site clean-up for the multi-purpose field # 1. The existing turf was originally installed in 2005. The field is primarily used for football; however, the area is also used for soccer and lacrosse. The replacement turf must be suitable for all three sports and capable of withstanding the additional wear and tear for such use. Depending on available funding, the City intends to replace the fencing around the field, add netting to the end zones, add a logo to the field, replace the existing goal posts on the field, or some combination of these options.

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. **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;
5. **Additional Appendices** (ONLY if applicable) – include all requested documents and information;
6. **Addenda Acknowledgement** (ONLY if applicable) – if any addenda are formally issued by the City.
7. **Section 4 – Cost Proposal and Proposal Price Certification** to be within a sealed envelope within the sealed Proposal package.

2.3 Scope of Work

Artificial Turf Removal and Installation

Nothing within the scope of work is intended to suggest any particular product. The City does not have brand preference. The City is seeking a qualified and experienced contractor to propose a solution to the City that includes all labor, material, and equipment to complete the artificial turf replacement on multi-purpose field # 1, replacing any necessary border fencing, adding netting to the end zones, and replacing the goal posts. The scope of work of the project includes, but is not limited to:

1. Demolition, removal, and proper off-site disposal of existing artificial turf field.
2. Sub-surface maintenance on field as necessary, including, but not limited to the laser grading to ensure proper playing field and drainage.
3. Installation of new green (natural grass color) artificial turf.
4. Installation of permanently inlaid, white football field markings, using the existing field dimensions.
5. Add permanently inlaid, yellow soccer field markings.
6. Field dimensions are approximately 75 yards x 132 yards. After contract award, the successful Contractor shall work with City staff to determine final dimensions for the lines.
7. The City requires:
 - a. an infill product that reduces heat and provides cooler playing surface temperatures,
 - b. turf height between 2.25 to 2.50,
 - c. a turf that is resistant to bacterial and fungal growth,
 - d. treated with UV inhibitor,
 - e. low maintenance, and

- f. an extend warranty of at least 10 years.
8. Site clean-up once the demolition and installation are complete.
9. If materials and equipment are to be stored on-site, the contractor may use the parking lot closest to the field. Contractor shall be responsible to ensure the safety of materials and equipment, as well as the safety of park visitors at all times. Contractor shall maintain clear passage for cars to pass through the lot.
10. The City anticipates the timeframe for this work to be November 26, 2018, to February 15, 2019, with the field being available for play February 16, 2019.
11. Construction is permitted between the hours of 7:00 AM and 7:00 PM Monday through Friday. Construction is permitted on Saturday between the hours of 9:00 AM and 5:00 PM and with 72 hours advanced notice to the City. No work is permitted on Sunday. Any work outside these hours requires prior approval from the City of Alpharetta Public Works Department and the City of Alpharetta Director of Public Safety.
12. Liquidated damages will be applied based on noted time for project completion. Details concerning liquidated damages can be found in Section 4.4 of this document.

Alternate 1: Fencing Replacement and Netting Installation

Scope of Work:

1. Removal and off-site disposal of existing fencing (excluding posts) that surround the field.
2. The installation of new 6 gauge black vinyl coated chain link fencing, using existing posts around the perimeter of the field
3. The installation of new #36 netting and support posts located on the north and south end of the field. Netting will be approximately 18' x 225' at each end. Offeror will advise the exact dimensions.

Alternate 2: Logo Installation

Scope of Work:

1. Permanently inlaid logo for the City of Alpharetta located in the center of the field
2. Offeror to propose and provide a drawing that shows how the logo will look located at the center of the field. Possibly 30 x 30. The Offeror will recommend a size appropriate for this size field. The final size will be approved by the City.
3. The proposed logo is included in Appendix F.
4. After contract award, the successful contractor will work with the City to determine the final design. The City will approve the logo prior to installation.

Alternate 3: Goal Posts Replacement

Scope of Work:

1. Removal and off-site disposal of existing football goal posts.
2. The installation of two new goal post in each end zone of the field, matching existing post specifications.

Required Information

Offeror's proposal shall provide a solution to the City to replace the artificial turf at the North Park football/multi-purpose field.

1. Within the proposal, the Offeror must demonstrate a clear understanding of the City's request and of the specific proposed solution.
 - a. The Offeror shall detail the product suggested to meet the City's request.

- b. Include information that demonstrates that the proposed solution meets or exceeds the City's request, including manufacturer's name, turf system proposed, infill, porous stone base, and drainage system.
 - c. Manufacturer's product literature with detailed product specifications shall be provided.
 - d. The proposal shall also point out the direct benefits for the City's project based on noted requirements.
2. Keeping in mind the City's preferred timeframe for the work, the Offeror shall provide a timeline for the work including any material lead times.
3. Provide specific warranty information for the proposed solution. Provide one copy of the warranty with the service contract.
4. Offeror shall provide with the proposal one (1) finished product sample, 12'x12' minimum sample size, including green color palettes. Each sample shall be labeled with the manufacturer name, make, model, color as presented in sample, and any other product-defining information.

Awarded Contractor Responsibilities

The awarded contractor responsibilities shall include, but not limited to the following:

1. Complete permitted construction plans signed and sealed by a Professional Engineer licensed in the State of Georgia.
2. Prepare all required documents, plans, and forms.
3. Provide all labor, equipment, and materials needed to complete the project in the established project timeframe (November 26, 2018 – February 15, 2019).
4. Site restoration after completion of work.
5. Provide all warranty and all as-built product documents with the a binder as well as in PDF electronic form as a flash drive after the completion of work.

2.4 Site Visit

Offerors have the opportunity to visit the site and view the existing field between the hours of 8:00 AM and 10:00 PM, any day of the week. Refer to Appendix G for a map of the park. Multi-purpose field # 1 is labeled in red. Offerors should take care to avoid disrupting park patrons and are cautioned to not discuss this project with park personnel. (All questions shall be presented as noted in Appendix D of this document.)

Park Address: 13450 Cogburn Road
Alpharetta, GA 30004

Secondary Park Entrance: 2675 Bethany Bend
Alpharetta, GA 30004

2.5 ePayables

Replying to this RFQ confirms Offeror's agreement to accept electronic payment (ePayables) of invoices if awarded a contract.

2.6 Contract Term

The term of the Contract commences upon execution by both parties and issuance of the notice to proceed and shall terminate upon the completion of the Project, but in no event any later than February 15, 2019, as further provided for in the Contract and in accordance with O.C.G.A. § 36-60-13.

The term of the Contract may be extended by the City, with the written consent of the Contractor, for such additional period of time as may be necessary or advantageous to the City.

2.7 Subcontractor Reporting

For all applicable projects totaling over \$50,000.00 and with a service related component, the City requires contractors to agree to the public disclosure of the names of any first-tier subcontractors engaged to perform services in relation to the contract.

Contractors are required to inform relevant subcontractors that the subcontractor's participation in fulfilling the contract may be publicly disclosed.

The contractor shall provide a list of subcontractors to the City with each invoice or application for payment submitted. The list shall include the subcontractor's name and scope of service provided.

2.8 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.

This portion of the Proposal shall be limited to a maximum length of three (3) single sided, letter-sized pages. Font size shall be restricted to 10 point or larger. Excessive information will not be considered favorably.

Each proposal shall provide the following information:

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 five (5) references, excluding the City, for completed turf replacement/installations for a soccer field of 60,000 sq. ft. or larger, within a one hundred (100) mile radius of the City of Alpharetta. The references may include any government or similar entity where the Offeror, preferably within the last five (5) years, has successfully completed projects, which are similar in goals, scope, and complexity to project describe herein. At a minimum, the Offeror shall provide:

- date of initial field installation (even if by another contractor) and date of the installation of replacement,
- a description of the work and replacement solution including infill material, project photos may be provided,
- the 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. Resumes may be included in an Appendix and will not count toward the page limit. For each resume, provide:

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

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.

3.2.5 Available Resources:

1. **Bonding Capacity:**

- a. The selected firm will be required to submit payment and performance bonds upon contract execution. Each bond is required to be in the amount of 100% of the contract.
- b. Offerors shall demonstrate their financial stability to supply, install, and support the services specified by providing evidence of bonding capacity in the amount of the construction budget (e.g. a letter from your Surety agent stating that one or more Sureties will issue Bonds in the amount of the project budget if your team is selected).
- c. Surety evidence may be included in an Appendix to the proposal. It does not count toward the page limit.

2. **Insurance:** Provide a copy of the firm's certificate of insurance showing the firm's current limits of liability for commercial general liability, workers compensation, business automobile liability, and professional liability insurance.

- a. Insurance evidence may be included in an Appendix to the proposal. It does not count toward the page limit.

3. **Resources:** Demonstrate capability to provide resources, including equipment, staffing, sub-contractors, and any other resources necessary to meet project requirements.

- a. Resource evidence may be included in an Appendix to the proposal. It does not count toward the page limit.

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 carriers issuing such policies shall be or become unsatisfactory to the City, the Contractor shall deliver to the City representative upon demand a certified copy of any policy required herein for review. The Certificates of Insurance shall state that the City of Alpharetta is additionally insured.

- **Workers Compensation:** Workers Compensation \$500,000 per accident per employee with waiver of subrogation. Required documentation includes certificate from insurance company showing issuance of workmen's compensation coverage for the State of Georgia.

- **Comprehensive General Liability Insurance:**

Commercial General Liability	\$1,000,000 each occurrence
	\$1,000,000 aggregate

- **Comprehensive Auto Liability Insurance:**

Bodily Injury Liability	\$1,000,000 each occurrence
Property Damage Liability	\$ 100,000 each occurrence

- **Excess Umbrella Liability:**

Combined Single Limit Bodily Injury and / or Property Damage	\$1,000,000 each occurrence \$1,000,000 aggregate
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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.

3.4 Bonding Requirements

Bonds are required for this projects. See Appendix A for Bid Bond form and see Appendix C for all Bonding Requirements.

SECTION 4: COST PROPOSAL

4.1 Schedule of Items

- a. Offerors **must** respond to this RFP by utilizing the Cost Proposal form provided.
- 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.

Provide cost for Base Project and for each Alternate as complete turn-key projects described in noted sections for each.

Base Project	\$
Alternate 1: Fencing Replacement and Netting Installation	\$
Alternate 2: Logo Installation	\$
Alternate 3: Goal Post Replacement	\$
Grand Total	\$

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 Contractor shall submit, on a monthly basis (or on such other periodic basis set forth herein), an invoice for the portion of Work provided to the City under the Contract at the billing address specified below. The City shall retain ten percent (10%) of the gross value of completed portions of the Work. When all Work is completed and final acceptance has been approved by the City, the Contractor may invoice for the amount retained.

The contractor shall provide with each invoice or application for payment submitted, a list of subcontractors that have provided a service or services to the City. The list shall include the subcontractor's name and scope of service provided.

The City will process approved payment requests under this Project to the awarded Contractor only. Payment to subcontractors and suppliers is the responsibility of the Contractor. The City will not entertain any other payment arrangements.

Invoices shall be submitted to:

City of Alpharetta
Department of Recreation, Parks and Cultural Services
1825 Old Milton Parkway
Alpharetta, GA 30009

Upon receipt of invoice and inspection and acceptance of the Work, the City will render payment. All such invoices will be paid within forty-five (45) days by the City unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor will provide complete cooperation during any such investigation.

Offerors, who are individuals, shall provide their social security numbers on Page 1 of this RFP. Offerors 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.

4.4 Time for Completion; Liquidated Damages

The Contractor shall commence performance of the Work as set forth in the Notice to Proceed or otherwise in the Contract. The Contractor shall be required to perform the Work and achieve Final Completion by February 15, 2019. "Final Completion" shall mean the Work is complete in full accordance with this Contract and this Contract has been fully performed as determined by a final inspection of the City following the Contractor's request for same. If the Contractor fails to achieve Final Completion by February 15, 2019, the Contractor shall be liable to the City for the sum of:

- \$200.00 per day for one to thirty calendar days of unexcused delay in achieving Final Completion beyond February 15, 2019.
- \$400.00 per day for each calendar day beyond thirty calendar days of unexcused delay in achieving Final Completion beyond February 15, 2019.

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 proposal will be scored using the following criteria and a scale of 0 to 5.

Phase I

Each Offeror will be evaluated individually using weights for each criterion below.

(If Alpharetta Vendor Preference does not apply to any proposals, 3% allotted for this criterion will then be added to the Interview in Phase II.):

Comparable Experience and Project Team	35%
Proposed Product	27%
Approach to Project and Schedule Adherence	10%

Cost Evaluation	25%
Alpharetta Vendor Preference	3%
Phase I Total	100%

Phase II

Only those Offerors short-listed during Phase I will be invited for interviews and further evaluated.

(If Alpharetta Vendor Preference does not apply to any proposals, 3% allotted for this criterion will then be added to the Interview in Phase II.)

Interview	100%
Phase I & II 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. Bid Bond – A certified check may be submitted in lieu of a Bid Bond.
2. Disclosure Form and Certificate of Non-Collusion
3. IRS Form W-9 (Request for Taxpayer Identification Number and Certification)
4. E-Verify/I-9 (Affidavit Verifying Contractor Participation in Federal Work Authorization Program)

Bid Bond

(Five Percent (5%) of Bid)

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

Bid Bond # _____

_____, as **CONTRACTOR**, and

_____, as **SURETY**, are hereby

held and firmly bound unto CITY OF ALPHARETTA, GEORGIA, as **CITY**, in the penal sum of

_____ Dollars (\$ _____) for

the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, 201____.

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

NORTH PARK ARTIFICIAL TURF REPLACEMENT including, but not limited to, all labor, materials, and equipment for the demolition and removal of existing artificial turf, any necessary sub-surface maintenance or repair, installation of new artificial turf, and site clean-up for the multi-purpose field # 1 located at North Park, 13450 Cogburn Road, Alpharetta, GA 30004.

NOW, THEREFORE,

(a) If said bid shall be rejected or in the alternate,

(b) If said bid shall be accepted and the **CONTRACTOR** shall execute and deliver a Contract in the Form of Contract attached hereto (properly complete in accordance with said bid) and shall furnish a bond for his faithful performance of said Contract and for the payment of all persons performing labor or furnishing material in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

BID BOND

Page 2 of 2

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

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

CONTRACTOR

(SEAL)

By: _____

SURETY

(SEAL)

By: _____

Georgia Representative

Surety Contact Information:

Address: _____

Phone: _____

Fax: _____

Email: _____

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

City of Alpharetta Disclosure Form and Certificate of Non-Collusion**DISCLOSURE FORM and CERTIFICATE OF NON-COLLUSION**

Bidder must disclose any possible conflict of interest with any City of Alpharetta (City) elected official and/or employee and if a known relationship exists between any principal or employee of your corporation, firm, team, organization, or person and any City elected official and/or employee. Relationship may consist of financial, personal, or family relations or may be in the form of campaign contributions to elected officials.

If, to your knowledge, no relationship exists, this shall be stated in your response. Failure to disclose such a relationship (or lack thereof) may result in response being declared non-responsive and will not be considered further. If already awarded, may result in cancellation of a purchase and/or contract as a result of your response.

Check one of the following, as it applies to your firm and this request. Use additional forms if needed:

- ☐ **No known relationship exists.** *If this box checked, skip to signature and firm information at bottom of form.*
- ☐ **Relationship does exist.** *If this box checked, include the name and position of the City Official to whom a campaign contribution was made or official/employee relationship. Use a separate form for each official to whom a contribution has been made within the past two (2) years or for additional official/employee relationships.*

Elected Official name and position:	
Amount/Value of Contribution:	
Date and description of Contribution:	
List other Relationship Type and name of City Employee/Official:	

By signing this form, I certify that:

- As an officer of this firm, or per the attached letter of authorization, I am duly authorized to certify the information provided herein is accurate and true; and my firm shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.
- That the firm's response is made without prior understanding, agreement, or connection with any corporation, firm, team, organization, or person submitting a response for the same materials, supplies, equipment, opportunity, or services and is in all respects fair and without collusion or fraud. My firm understands and agrees that bid/proposal collusion is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
- That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect. O.C.G.A. 45-10-20 through 45-10-28 provide that it is unlawful for a state [City] employee to transact business with the agency by which that person is employed for himself, on behalf of a business in which the employee or his/her spouse or dependents has a substantial interest, or on behalf of anyone as agent, broker, dealer, or representative. Transacting business is defined as selling real property, personal property, or services, or purchasing surplus real or personal property.

Firm's Full Legal Name:
(PLEASE TYPE OR PRINT)

Authorized Signature:

Printed Name and Title of Person
Signing:

Date:

Firm's Address:

Contact's Email Address:

**This form must be completed in its entirety, signed by the firm's authorized signer and returned with your response in order for the response to be eligible for consideration.*

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

Form W-9 (Rev. November 2017) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ _____	☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate	
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)	
6 City, state, and ZIP code	7 List account number(s) here (optional)	
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.		
Social security number or Employer identification number 		
Part II Certification Under penalties of perjury, I certify that:		
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.		
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.		
Sign Here	Signature of U.S. person ▶	Date ▶
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 .		
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-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i>		
Cat. No. 10231X		Form W-9 (Rev. 11-2017)

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

GEORGIA

**AFFIDAVIT VERIFYING CONTRACTOR
PARTICIPATION IN FEDERAL WORK
AUTHORIZATION PROGRAM**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization (E-Verify) User Identification Number

Date of Authorization

Name of Contractor

Name of Project

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

APPENDIX B: OPTIONAL AND INFORMATIONAL FORMS

- **Optional Forms:** Submit with procurement response only if relevant.

1. Local Vendor Certification Form

- Return completed form with copy of current business license.
- To apply for the Alpharetta Vendor Preference the Vendor must meet the following requirements:
 - o 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;
 - o The permanent place of business must distribute goods/services and cannot be a post office box or a residence;
 - o Has a valid business license from the City; and
 - o Is not delinquent on any taxes/fees owed to the City (e.g. property taxes, business license fees, etc.).

2. Notice of 'No Bid' Only return if relevant.

- **Informational Forms:** To be held on file by Bidders/Contractors and available to City for review upon request:
 3. Affidavit Verifying Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9) *(if using subcontractor(s) – Prime Contractor to retain on file)*
 4. Affidavit Verifying Sub-Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9) *(if using sub-subcontractor(s) – Prime Contractor to retain on file)*

Local Vendor Certification Form**City of Alpharetta****Local Vendor Certification Form**

Finance Department
2 Park Plaza
Alpharetta, GA 30009
Phone: 678-297-6094
Fax: 678-297-6063
www.alpharetta.ga.us

The City of Alpharetta has enacted an Alpharetta Vendor Preference (a.k.a. Local Vendor Preference) which applies to all formal procurements between \$50,000.01 and \$500,000.00 excluding Public Works Construction Projects (\$100,000.00 and greater), grant funded projects, and other exceptions as set forth in Section III(E) of the Alpharetta Purchasing Policy.

Invitation to Bid (ITB): An Alpharetta Vendor will be given preference in contract award if their responsive and responsible bid is within 3% of the low-bid offered by a non-Alpharetta vendor.

Request for Proposal (RFP): An Alpharetta Vendor will be provided a preference of 3% as an evaluation criterion.

Alpharetta Vendors must submit this form with their ITB/RFP to receive the preference.

Qualifications

A person or business entity must meet ALL of the following criteria to qualify as an Alpharetta Vendor. Please check all that apply.

- ☐ Has a permanent place of business with full-time employee(s) within City limits for a minimum of six months prior to the issuance date of any formal solicitation to which the business will be responding. The permanent place of business must distribute goods/services and cannot be a post office box or a residence.
- ☐ Has a valid business license from the City.
- ☐ Is not delinquent on any taxes/fees owed to the City (e.g. property taxes, business license fees, false alarm fees, etc.).

Certification

Business/Company Name:

Current Business/Company Address:

If the business has been located at the above address for less than six months, please provide the previous physical address below.

Previous Business/Company Address:

The place of business identified above employs the following number of full-time employee(s):

City of Alpharetta Business License #

Please provide a copy of you current City of Alpharetta Occupational Tax Certificate Business Registration (a.k.a. Business License) with your ITB/RFP response.

Business Representative Approval/Contact Information

Name (print):

Date:

Position Title:

Phone #:

Signature:

E-mail:

This Section is for City Use Only

Qualifications Verification:

Date:

Notice of "No Bid" Form

**CITY OF ALPHARETTA
NOTICE OF "NO BID"**

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

SOLICITATION # _____

CLOSING/DUE DATE _____

IMPORTANT NOTICE – Please read

It is important to the City of Alpharetta to receive a reply from all invited bidders. There is no obligation to submit a bid, quotation, or proposal.

INSTRUCTIONS:

If you are unable, or do not wish to participate on this bid, quotation, or proposal, please complete this form in full and forward to the City's procurement division at the contact information provided below.

State your reason for not participating by checking the applicable space(s) or by explaining briefly in the space provided. If submitting a Notice of "No Bid", it is not necessary to return any other bid/quotation/proposal information in connection with this solicitation.

1. We do not manufacture/supply the commodity _____
2. We do not manufacture/supply to the specification _____
3. Cannot handle due to present work load _____
4. Quantity/job too large _____
5. Quantity/job too small _____
6. Cannot meet delivery/completion requirements _____
7. Agreements with distributors/dealers do not permit us to sell direct _____
8. Licensing restrictions _____

Other reasons/additional comments: _____

Do you wish to bid on these goods/services in the future? Yes _____ No _____

Firm Name

Firm Address

Signature of Person Authorized to Bind this Firm

Date

Typed or Printed Name and Title

Phone Number and E-mail Address

Email, Fax, or Mail to the Procurement Agent in charge of this solicitation at the contact number/address listed in Section 1.0. Mark the correspondence as "Notice of No Bid".

**Affidavit Verifying Subcontractor Participation in Federal Work
Authorization Program (E-Verify/I-9)****AFFIDAVIT VERIFYING SUBCONTRACTOR
PARTICIPATION IN FEDERAL WORK
AUTHORIZATION PROGRAM**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (contractor) on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization (E-Verify) User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires

Affidavit Verifying Sub-Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9)**AFFIDAVIT VERIFYING SUB-SUBCONTRACTOR PARTICIPATION IN
FEDERAL WORK AUTHORIZATION PROGRAM**

GEORGIA

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (contractor) on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of receipt of any affidavit from a sub-subcontractor to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract).

Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization (E-Verify) User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires

APPENDIX C: BONDING REQUIREMENTS AND SAMPLE CONTRACT DOCUMENTS

Bonding Requirements and Sample Documents

Bid Bond

A bid bond in the amount of 5% of contract price required for all Public Works Projects. Refer to **Appendix A** for Bid Bond form.

By signing and submitting this bid to the City, **BIDDER** agrees that in case of failure on their part to execute said contract and bond, or provide satisfactory proof of carriage of the insurance required, within fourteen (14) calendar days after the award thereof, the Bid Bond or certified check accompanying their bid and the money payable thereon shall be forfeited to the **CITY** as liquidated damages; otherwise, the check or Bond accompanying this proposal shall be returned to the **BIDDER**.

Performance and Payment Bonds

Prior to commencing the Work, the Contractor, as principal, and a surety company listed in the Federal Register and licensed to write surety insurance in the State of Georgia, as surety, shall give a Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the price of the Contract. "Performance bond" means a bond with good and sufficient sureties or guarantees for the faithful performance of the Contract and to indemnify the City for any damages occasioned by a failure to perform same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of the City. "Payment bond" means a bond with good and sufficient sureties or guarantees payable to the City and intended for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the Work provided for in the Contract for the use of all persons doing work or furnishing skills, tools, machinery, or materials under or for the purpose of constructing the Project. The life of these bonds shall extend through the Final Completion date of the Project for an additional sixty (60) day maintenance period (where applicable) and a twelve-month warranty/guarantee period after Final Completion.

100% Performance Bond

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS: that, _____,
as Principal, hereinafter call **CONTRACTOR**, and _____,
a corporation organized and existing under the laws of the State of Georgia, hereinafter call
Surety, are held and firmly bound unto CITY OF ALPHARETTA, GEORGIA, as obligee, hereinafter
call **CITY**, in the amount of _____(\$) for the payment whereof
CONTRACTOR and **Surety** bind themselves, their heirs, executors, administrators, successors
and assigns, jointly and severally, firmly be these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____,
201____, entered into a contract with **CITY** for:

NORTH PARK ARTIFICIAL TURF REPLACEMENT including, but not limited to, all labor,
materials, and equipment for the demolition and removal of existing artificial turf, any
necessary sub-surface maintenance or repair, installation of new artificial turf, and site
clean-up for the multi-purpose field # 1 located at North Park, 13450 Cogburn Road,
Alpharetta, GA 30004.

in accordance with drawings and specifications prepared by **CITY**, which contract is by reference
made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if **CONTRACTOR** shall promptly
and faithfully perform said Contract, then this obligation shall be null and void, otherwise it will
remain in full force and effect.

The **Surety** hereby waives notice of any alteration or extension of time made by the **CITY**.

Whenever **CONTRACTOR** shall be, and declared by **CITY** to be in default under the Contract,
the **CITY** having performed **CITY**'s obligation thereunder, the **Surety** may promptly remedy the
default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions,
and upon determination by **Surety** of the lowest bidder, or, if the **CITY** elects, upon
determination by the **CITY** and **Surety** jointly of the lowest responsible bidder, arrange for a
Contract between such Bidder and the **CITY**, and make available as work progresses (even
though there should be a default or a succession of defaults under the Contract or Contract
of Completion arranged under this paragraph) sufficient funds to pay the cost of completion
less the balance of the Contract price; but not exceeding, including other costs and damages
for which the **Surety** may be liable hereunder, the amount set forth in the first paragraph
hereof. The term "Balance of the Contract Price", as used in this paragraph shall mean the
total amount payable by **CITY** to **CONTRACTOR** under the Contract and any amendments
hereto, less the amount properly paid by **CITY** to **CONTRACTOR**.

100% Performance Bond

Page 2 of 2

No action can be instituted on this bond after one year from the completion of the Contract and the acceptance by the **CITY** of the work thereunder.

Signed and sealed this _____ day of _____, 201____.

In the presence of:

Contractor: _____

Witness By: _____ (Seal)

Surety: _____

Witness By: _____ (Seal)
Georgia Representative

Surety Contact Information:

Address: _____

Phone: _____

Fax: _____

Email: _____

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

100% Labor and Material Payment Bond

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS: that, _____,
as Principal, hereinafter call **CONTRACTOR**, and _____,
a corporation organized and existing under the laws of the State of Georgia, hereinafter call
Surety, are held and firmly bound unto CITY OF ALPHARETTA, GEORGIA, as oblige, hereinafter
call **CITY**, in the amount of _____(\$) for the payment whereof
CONTRACTOR and **Surety** bind themselves, their heirs, executors, administrators, successors
and assigns, jointly and severally, firmly be these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____,
201____, entered into a contract with **CITY** for:

NORTH PARK ARTIFICIAL TURF REPLACEMENT including, but not limited to, all labor,
materials, and equipment for the demolition and removal of existing artificial turf, any
necessary sub-surface maintenance or repair, installation of new artificial turf, and site
clean-up for the multi-purpose field # 1 located at North Park, 13450 Cogburn Road,
Alpharetta, GA 30004.

in accordance with drawings and specifications prepared by **CITY**, which contract is by reference
made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that if **CONTRACTOR** shall promptly
make payment to all claimants as is herein below defined, for all labor and materials used or
reasonably required for use in the performance of the Contract, this obligation shall be null and
void; otherwise it shall remain in full force and effect subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the **CONTRACTOR** or with a
Subcontractor of the **CONTRACTOR** for labor, material, or both, used or reasonably required for
use in the performance of the Contract; labor and material being construed to include that part of
water, gas, power, light, heating oil, gasoline, telephone service, rental of equipment, or repair of
equipment directly applicable to the Contract.

2. The above-named **CONTRACTOR** and **Surety** hereby jointly and severally agree with the **CITY**
that every claimant as herein defined, who has not been paid in full before the expiration of a
period of ninety (90) days after the date on which the last of such claimant's work or labor was
done or performed, or materials were furnished by such claimant, may sue on this bond for the
use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly
due claimant, and have execution thereon. The **CITY** shall not be liable for the payment of any
costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

100% Labor And Material Payment Bond

Page 2 of 3

A. Unless claimant, other than one having a direct contract with the **CONTRACTOR**, shall have given written notice to any two of the following: the **CONTRACTOR**, the **CITY**, or the **Surety** above-named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the **CONTRACTOR**, the **CITY**, or the **Surety**, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer.

B. After one year from the completion of the Contract and the acceptance by **CITY** of the Work thereunder; it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

C. Other than in a state court of competent jurisdiction in and for the **CITY** or other political subdivision of the State in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety for mechanics' liens which may be filed on record against improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____, 201____ .

In the presence of:

Contractor:_____

Witness

By:_____ (Seal)

Surety:_____

Witness

By:_____ (Seal)
Georgia Representative

100% Labor And Material Payment Bond

Page 3 of 3

Surety Contact Information:

Address: _____

Phone: _____
Fax: _____
Email: _____

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

Subcontractor Participation List

To: City of Alpharetta, Georgia
From: [Contractor/Consultant Name]
Re: [Contract or Purchase Order No.], [Project Name]
Date: [Date of Accompanying Invoice]

Is the accompanying invoice the final invoice for this project? Yes No
Select one of the following:

- No subcontractors providing a service have been utilized on this project.
- Below is a list of all subcontractors which have provided a service on this project.

	Subcontractor Name	Scope of Services
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Add additional pages as needed to list all subcontractors.

Final Affidavit

TO: CITY OF ALPHARETTA, GEORGIA

I, _____, hereby certify that all suppliers of materials,
equipment and service, Subcontractors, mechanics, and laborers employed by

_____ or any of their Subcontractors in connection with the

Work of:

NORTH PARK ARTIFICIAL TURF REPLACEMENT including, but not limited to, all labor, materials, and equipment for the demolition and removal of existing artificial turf, any necessary sub-surface maintenance or repair, installation of new artificial turf, and site clean-up for the multi-purpose field # 1 located at North Park, 13450 Cogburn Road, Alpharetta, GA 30004.

in the CITY OF ALPHARETTA have been paid and satisfied in full as of _____, 201____, and that there are no outstanding obligations or claims of any kind for the payment of which **CITY** on the above named project might be liable, or subject to, in any lawful proceeding at law or in equity. Schedule of Subcontractor Participation has been completed and made part of this Final Affidavit.

Signature

Title

Personally appeared before me this _____ day of _____, 201____.

_____, who under oath deposes and says: that they are of the
firm of _____; that they have read the above statement;
and that to the best of their knowledge and belief same is an exact true statement.

Notary Public

My Commission Expires

APPENDIX D: PROCUREMENT INFORMATION

A. VENDOR INSTRUCTIONS

A.1 **Single Point of Contact**

- Any vendor interested in responding to the procurement is not allowed to communicate with any City staff or elected officials regarding the procurement, except for communication with or at the direction of the City Procurement Agent in charge of the solicitation as designated by the City Procurement Officer and, if applicable, authorized communications at the Pre-Conference or Site Visit.
- Any unauthorized contact may disqualify the Vendor from further consideration.
- Single point of contact information is located on cover page of this document

A.2 **Required Review**

A.2.2 Review: Vendors should carefully review the procurement in its entirety including all instructions, requirements, specifications, addenda, and terms/conditions. Vendor shall promptly notify the Procurement Agent, identified as single point of contact for this solicitation, in writing according to Appendix D, Section A.2.4 Form of Questions concerning any ambiguity, inconsistency, unduly restrictive specifications, or error that may be discovered upon examination of the procurement.

A.2.3 Addenda: The City may revise the procurement by issuing an addendum prior to the Response Due Date/Time. The addendum will be posted on the City's website alongside the posting of the original procurement document at <https://www.ebidexchange.com/alpharetta>. Any publicly issued addendum will become part of the procurement documents for the project and part of any subsequent contract.

- Any material changes to the procurement, including changes to the Scope of Project/Specifications/Statement of Work, Schedule of Events, etc., will be formally communicated through an addendum that will be added to the solicitation posting, which can be found at <https://www.ebidexchange.com/alpharetta>.
- Any other form of interpretation, correction, or change to the procurement will not be binding upon the City.
- Vendors replying to the request must sign and return any addendum acknowledgement page with their response.
- Failure to submit the procurement response in accordance with an addendum may be cause for rejection.
- In unusual circumstances, the City may postpone an opening/due date and time in order to notify vendors of an addendum and to give vendors sufficient time to respond to the addendum.
- It is the vendor's responsibility to review the Schedule of Events and the web page for additional documents and/or addenda issued for the project.

A.2.4 Form of Questions:

- Questions must be addressed in writing using the question tab found within the solicitation posting at <https://www.ebidexchange.com/alpharetta>. Registration and login are required to view documents, ask questions, and view the City's responses.
- Questions must be received by the City on or before time and date noted in Section 1 Schedule of Events.
- Each question must be submitted separately.
- Each question must provide clear reference to the section, page, and item in question.
- Questions received after the deadline may not be considered.

A.2.5 City's Answers:

- The City will provide official written answers to all written questions received on or before Question Deadline noted in procurement Section 1 Schedule of Events.

- Answers to questions for clarification can be found within the question tab found within the solicitation posting at <https://www.ebidexchange.com/alpharetta>. Registration and login are required to view documents, ask questions, and view the City's responses.
- All questions will be answered within the question tab or in an officially posted addendum.

A.3 Pre-Conference, Site Visit (If Offered)

(1) If Offered, the date and time of a pre-bid conference or site visit will be noted in Section 1 Schedule of Events.

- **Mandatory Pre-Bid or Pre-Proposal Conference or Site Visit:** Mandatory pre-bid or pre-proposal conference or site visit will start on time. Late attendees may not be admitted or allowed to sign-in. Bids or Proposals will only be accepted from Vendors that were in attendance and signed-in at the meeting.
- **Voluntary Pre-Bid or Pre-Proposal Conference or Site Visit:** Participation in the conference is optional. However, it is advisable that all interested parties participate.
- For either Mandatory or Voluntary Conference, Event Registration prior to the conference is requested, but not necessary to attend. Registration may be completed at the Events tab found within the solicitation posting at <https://www.ebidexchange.com/alpharetta>
 - All responses to questions at the Pre- Conference or Site Visit will be oral and in no way binding on the City. (See Section A.2)

A.4 Submitting a Response to an ITB, RFP, RFQ

A.4.1 Failure to Comply with Instructions: The City may choose not to evaluate, may deem non-responsive, and/or may disqualify from further consideration any response that fails to comply with the instructions, is difficult to understand, is difficult to read, or is missing any requested information.

A.4.2 Standard Forms: Vendors **must** respond to the procurement by completing the standard forms set forth in Appendix A: Required Forms. The standard forms include legal requirements that must be met before the contract award process commences. See procurement Appendix A: Required Forms for further instructions.

A.4.3 Standard Contract: By submitting a response to the procurement, Vendor agrees to execute a contract materially incorporating those certain provisions set forth in all procurement documents and including, but not limited to Appendix D, Section C. Additional Terms and Conditions upon contract award by the City Council. However, the City notifies and the Vendor acknowledges that Additional Terms and Conditions does not define the total extent of the contract language.

A.4.4 Vendor's Signature:

- The Cover Page of the procurement and any other pages requiring signatures must be completed and signed in ink by an individual authorized to legally bind the entity submitting the response and must be submitted with the response.
- The Bid or Proposal Price Certification with Vendor's signature in response to the procurement represents, warrants, and guarantees that the prices quoted have been established without collusion and without effort to preclude the City from obtaining the best possible supply or service.
- By signing and submitting a response to the procurement, Vendor acknowledges and agrees that the Vendor has carefully examined and fully understands the provisions and requirements of this procurement; has made a personal examination of the Project site (if applicable); is satisfied as to the actual conditions, specifications/scope of work, and requirements; and hereby agrees that if Vendor's bid/proposal is accepted, Vendor will enter into a contract with the City and perform same in full conformance with the Contract Documents.
- Proof of authority of the person signing the response must be furnished upon request.

A.4.5 Organization of Response: Each response must be organized in the order set forth in Section 2.2 of the Procurement.

A.4.6 Late Submissions, Withdrawals, and Corrections:

Late Response: Regardless of cause, late responses will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor's sole risk to assure delivery to the receptionist's desk at the designated office by the designated Response Due Date/Time as noted in Section 1 Schedule of Events. Late responses will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

Response Withdrawal: A Vendor requesting to withdraw their Bid/Proposal prior to the Response Due Date/Time as noted in Section 1 Schedule of Events may submit a letter to the Procurement Agent for this procurement (noted on cover page of procurement) requesting to withdraw. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm.

A Vendor requesting to withdraw after the Response Due Date/Time as noted in Section 1 Schedule of Events will be required to submit a letter with documented facts supporting the reason for withdrawal within two (2) business days of the Response Due Date/Time. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. The Vendor must present clear and convincing evidence that an unintentional error was made. The Procurement Officer will review the withdrawal request and a judgment will be made. Generally for Bids, withdrawal is not permitted after Bids are opened (for reasons other than obvious clerical errors).

Response Correction: If an error is discovered prior to the Response Due Date/Time as noted in Section 1 Schedule of Events, the Vendor can submit a corrected response. The corrected response should be clearly marked to indicate that it replaces the original response.

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

A.4.7 Notice of "No Bid": It is important to the City of Alpharetta to receive a reply from all invited Vendors. There is no obligation to submit a bid, quotation, or proposal; however, if the vendor is unable or do not wish to participate in a procurement and the "Notice of No Bid" is not executed and returned to the City, the firm may be deleted from our list of qualified Bidders/Offerors. This form is located in Appendix B: Optional and Informational Forms.

A.5 Cost of Preparing a Response

A.5.1 City Not Responsible for Preparation Costs: The costs for developing and delivering bids, responses, proposals, or submissions to the procurement and any subsequent presentations of the procurement as requested by the City are entirely the responsibility of the Vendor. The City is not liable for any expense incurred by the Vendor in the preparation and presentation of their response.

A.5.2 All Timely Submitted Materials Become City Property: All materials submitted, including those from awarded Vendor as well as those from unsuccessful Vendors, in response to the procurement become the property of the City and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and Vendor resulting from the procurement process.

A.6 Accessing Procurement Opportunities and Vendor Registration

A.6.1 Accessing Procurement Opportunities Online: Vendors interested in responding to the procurement can locate all associated documents at <https://www.ebidexchange.com/alpharetta>. Registration and login at this eBid Systems site are required to view/download documents and view/ask questions.

A.6.2 Vendor Registration: Vendors may also register as a vendor with the City by going to www.alpharetta.ga.us, select the **Business** dropdown, and then choose **Vendors**. Web based registration is the method of registration used by the City for all transactions such as contracts,

purchase orders, payments, etc. A Vendor may submit a response without first entering vendor registration, but online registration is required of an awarded contractor.

A.7 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. If applicable to this procurement, the form can be found in Information Forms.

Vendors must complete the **Local Vendor Certification** form 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 procurement.

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.).

B. RESPONSE RECEIPT AND EVALUATION PROCESS

B.1 Authority

The procurement is issued under the authority of the City of Alpharetta Procurement Policy and applicable law. The City has the authority to reject any and all Bids and to waive technicalities and informalities as further set forth in this section.

B.2 ITB: Receipt of Bids and Public Inspection

B.2.1 ITB Public Information:

During the opening of Bids, the Bidder's name, Bid amount and other pertinent information will be read aloud and recorded. No other information will be disclosed at that time. Each Bid and all information received in response to an ITB, including copyrighted material, is deemed "public record" in accordance with O.C.G.A § 50-18-70, et seq., and will be subject to public inspection and copying shortly after Bid opening with the following four exceptions:

1. bona fide trade secrets that have been specifically identified, properly marked, separated, and documented and to which the Bidder has attached an affidavit declaring that such specific information constitutes a trade secret pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated, will not be disclosed; provided however, if the City determines that such specifically identified information does not in fact constitute a trade secret, the City will notify the Bidder of its intent to disclose such information prior to its initial disclosure as required by law;
2. matters involving individual safety, as determined by the City, may be withheld from disclosure;
3. any company financial information in the form of records containing tax matters or tax information that is confidential under state or federal law, which has been requested by the City to determine vendor responsibility, unless prior written consent has been given by the Bidder will not be disclosed;
4. any document or record, or portion thereof, containing information exempt from disclosure pursuant to O.C.G.A. § 50-18-70, et seq., may be withheld from disclosure as determined by the City; and
5. any other document or record, or portion thereof, mandated by law to be kept confidential, as determined by the City.

All open records requests must be presented in writing with specific items requested. The Open Records Request form is available from the City's main website and requested through the City Clerk's office.

B.2.2 Procurement Agent's Review of Bids: The Procurement Agent in charge of the solicitation will open and review the Bids and separate out any information that meets the referenced exceptions in *Section B.2.1* above, providing the following conditions have been met:

1. Documents or records containing information that the Bidder wishes to keep confidential must be specifically identified and clearly marked and separated from the rest of the Bid;
2. The Bid does not contain any such confidential material in the cost/price section; and
3. An affidavit from the Bidder specifically identifying information as a trade secret and declaring that such information constitutes a trade secret pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated is attached to each separated document or record in the Bid that Bidder wishes to be kept confidential because it contains trade secrets.

Information separated out under this process will be available for initial review only by the Procurement Officer, Procurement Agent, and limited other designees. Bidders acknowledge that the act of separating out such information by the Procurement Agent does not operate to exempt such information from disclosure as a public record; rather, the disclosure of such information is governed by O.C.G.A. § 50-18-70, et seq. Bidders should be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event an (open records) request is submitted by another party and the City determines that such information is subject to disclosure.

B.3 RFP/RFQ: Receipt of Proposals or Statements of Qualifications, Public Inspection

B.3.1 RFP/RFQ Public Information:

Upon receipt of all sealed proposals, only the name of each supplier and the date and time of receipt shall be recorded. No other information will be disclosed nor shall the proposals be considered open record until after council award. All information received in response to an RFP or an RFQ, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the council award with the following five exceptions:

1. bona fide trade secrets that have been specifically identified, properly marked, separated, and documented and to which the Offeror has attached an affidavit declaring that such specific information constitutes a trade secret pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated, will not be disclosed; provided however, if the City determines that such specifically identified information does not in fact constitute a trade secret, the City will notify the Offeror of its intent to disclose such information prior to its initial disclosure as required by law;
2. matters involving individual safety, as determined by the City, may be withheld from disclosure;
3. any company financial information in the form of records containing tax matters or tax information that is confidential under state or federal law, which has been requested by the City to determine vendor responsibility, unless prior written consent has been given by the Offeror will not be disclosed;
4. any document or record, or portion thereof, containing information exempt from disclosure pursuant to O.C.G.A. § 50-18-70, et seq., may be withheld from disclosure as determined by the City; and
5. any other document or record, or portion thereof, mandated by law to be kept confidential, as determined by the City.

All open records requests must be presented in writing with specific items requested. The Open Records Request form is available from the City's main website and requested through the City Clerk's office.

B.3.2 Procurement Agent's Review of Proposals and SOQs: The Procurement Agent in charge of the solicitation will open and review the Proposals or Statements of Qualifications (SOQ) and separate out any information that meets the referenced exceptions in *Section B.3.1* above, providing the following conditions have been met:

1. Documents or records containing information that the Offeror wishes to keep confidential must be specifically identified and clearly marked and separated from the rest of the Proposal or SOQ;

2. The Proposal or SOQ does not contain any such confidential material in the cost/price section; and
3. An affidavit from the Offeror specifically identifying information as a trade secret and declaring that such information constitutes a trade secret pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated is attached to each separated document or record in the Proposal or SOQ that Offeror wishes to be kept confidential because it contains trade secrets.

Information separated out under this process will be available for initial review only by the Procurement Officer, Procurement Agent, and limited other designees. Offerors acknowledge that the act of separating out such information by the Procurement Agent does not operate to exempt such information from disclosure as a public record; rather, the disclosure of such information is governed by O.C.G.A. § 50-18-70, et seq. Offerors should be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event an (open records) request is submitted by another party and the City determines that such information is subject to disclosure.

B.4 Classification and Evaluation of Responses

B.4.1 Initial Classification of Responses as Responsive and Responsible:

All responses will initially be classified as either "responsive" or "nonresponsive".

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

(2) Invitation to Bid (ITB):

B.4.2 Evaluation of Bids: During the evaluation of the Bids, the City reserves the right to request clarification of Bid responses, if deemed necessary for a complete evaluation of Bids. See Appendix D, Section A.4.6, Late Submissions, Withdrawals, and Corrections for allowable corrections.

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

The determination of the lowest responsive and responsible Bidder may involve all or some of the following factors. The City shall be the judge of the factors and will make the award in the best interest of the City.

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

B.4.3 Completeness of Bid: Selection and award will be based on the Bidder's Bid. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested.

B.4.4 Contract Award Based on Bid Response: Contract award, if any, will be made by City Council upon recommendation, to the Bidder providing the lowest responsive and responsible Bid and who provides all required documents.

- **Electronic Signature:** The City of Alpharetta may elect to electronically deliver contracts to the awarded contractor for digital signing. Both State of Georgia and Federal law recognize and uphold the use of electronic signatures. DocuSign is the City's current electronic signature solution allowing users to route and sign contracts and agreements securely.

(3) Request for Proposals (RFP):

B.4.5 Evaluation of Proposals: All responsive proposals will be evaluated based on stated evaluation criteria within the RFP. The City shall be the judge of the factors and will make the award in the best interest of the City.

B.4.6 Completeness of Proposals: Selection and award will be based on the Offeror's Proposal and other items outlined in the RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested.

B.4.7 Opportunity for Discussion/Negotiation and/or Oral Presentation/ Product Demonstration: After receipt of all proposals and prior to the determination of the award, the City may initiate discussions with one or more Offerors should clarification or negotiation be necessary. Offerors may also invite Offerors to a Presentation and Interview and/or product demonstration to clarify their RFP response or to further define their offer. In either case, Offerors should be prepared to send qualified personnel to the City to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the Offeror's expense.

B.4.8 Best and Final Offer: The "Best and Final Offer" is an option available to the City under the RFP process which permits the City to request a "best and final offer" from one or more Offerors if additional information is required to make a final decision. Offerors may be contacted asking that they submit their "best and final offer", which must include any and all discussed and/or negotiated changes.

B.4.9 Evaluation Committee Recommendation for Award: The Evaluation Committee will provide a written recommendation for award to the Procurement Agent that contains the ranking and related supporting documentation for its decision. The Procurement Agent will review the recommendation to ensure its compliance with the RFP process and criteria before concurring with the Evaluation Committee's recommendation.

B.4.10 Contract Award: Contract award, if any, will be made by City Council upon recommendation from the Evaluation Committee to the highest-ranking Offeror who provides all required documents and successfully completes the negotiation process.

- **Electronic Signature:** The City of Alpharetta may elect to electronically deliver contracts to the awarded contractor for digital signing. Both State of Georgia and Federal law recognize and uphold the use of electronic signatures. DocuSign is the City's current electronic signature solution allowing users to route and sign contracts and agreements securely.

(4) Request for Qualifications (RFQ):

B.4.11 Evaluation of SOQs: The Evaluation Committee will evaluate the Statements of Qualifications (SOQ) and recommend whether to award to the highest-ranking Offeror or add to the Approved list to participate in any subsequent RFP or ITB process; or if necessary, to seek additional information in order to determine the highest-ranking Offeror(s).

All responsive SOQs will be evaluated based on stated evaluation criteria within the RFQ. These rankings will be used to determine the most advantageous offering(s) to the City.

B.4.12 Completeness of SOQs: Selection and award will be based on the Offeror's SOQ and other items outlined in the RFQ. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by Offerors outside the formal SOQ or additional information, if requested, will not

be considered, will have no bearing on any award, and may result in the Offeror being disqualified from further consideration.

B.4.13 Opportunity for Interview: After receipt of all SOQs and prior to the determination of the award (or addition to Approved list for subsequent RFP or ITB process), the City may invite Offerors to an interview to clarify their RFQ response or to further define the SOQ. Offerors should be prepared to send qualified personnel to the City to discuss technical and contractual aspects of the SOQ. Interviews, if requested, shall be at the Offeror's expense.

B.4.14 Evaluation Committee Recommendation for Award or Shortlisted Offeror List: The Evaluation Committee will provide a written recommendation to council for any award. If it is determined to be necessary, the Evaluation Committee may develop and present a shortlist including the highest ranked Qualified Contractors to the Procurement Officer that contains the ranking and related supporting documentation for its decision. The Procurement Officer will review the recommendation to ensure its compliance with the RFQ process and criteria before concurring with the Evaluation Committee's recommendation.

Only the Offerors included in the shortlist may be invited to participate in any subsequent RFP/ITB or interviews for the good/service detailed herein. Contract award, if any, will be made through the RFP/ITB to the highest-ranking Offeror(s)/Bidder(s) who provides all required documents and successfully completes the contract negotiation process.

RFQ's may not result directly in a Contract Award. An RFQ may be Step 1 of a two-step process followed by an RFP or ITB to be issued only to shortlisted Offerors determined through SOQ evaluation to be Qualified Offerors.

B.5 City's Rights Reserved

While the City has every intention to award a contract as a result of the procurement process, issuance of the ITB, RFP, or RFQ in no way constitutes a commitment by the City to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

- cancel or terminate the ITB, RFP, or RFQ at any time. A notice of cancellation will be issued on the City's website. If the ITB, RFP, or RFQ is cancelled, the City will not reimburse any vendor for the preparation of their Response. Responses may be returned, at Vendor's expense, upon request if unopened;
- reject any or all Bids, responses, or submissions received in response to the ITB, RFP, or RFQ;
- waive and/or amend any technicalities or informalities, or undesirable, inconsequential, or inconsistent provisions or specifications of the ITB, RFP, or RFQ which would not have significant impact on any Bid or response;
- not award a contract if it is in the best interest of the City not to proceed with contract execution; and
- terminate any contract if the City determines adequate funds are not available.

C. ADDITIONAL TERMS AND CONDITIONS

Certain City standard terms and conditions, which will be incorporated into the Contract, are set forth below ("Terms and Conditions"). Vendors should notify the City of any Terms and Conditions that either preclude them from responding to this procurement or add unnecessary cost. This notification must be made by the deadline for receipt of written questions or with the Vendor's response. Any requests received prior to the deadline for receipt of questions for material, substantive, important exceptions to the Terms and Conditions will be addressed by formal written addendum issued by the designated Procurement Agent. The City reserves the right to address any non-material, minor, and/or insubstantial exceptions to the Terms and Conditions.

C.1 Additional Contract Provisions and Terms

The procurement, including all documents and appendices attached hereto, referenced herein and/or incorporated herein, and any addenda hereto, and the response of the awarded Contractor, including any

amendments thereto, will be incorporated into the Contract (as previously set forth, all of such documents are collectively referred to as the "Contract Documents").

The Terms and Conditions set forth herein do not define the total extent of the contract language. In the event of a conflict or dispute as to the duties and responsibilities of the City and Contractor under any resulting Contract Documents, the Contract, will govern in accordance to the order of precedence set forth therein.

C.2 Performance Prior to Contract Execution

The successful Contractor shall not begin performance of the Project prior to the execution of a formal written contract by the City and the successful Contractor. Any Contractor beginning performance prior to the execution of the Contract shall be deemed to be proceeding at the Contractor's risk, and shall not be entitled to any compensation for such performance. Under such circumstances, the City reserves the right to withdraw or cancel the award of the procurement.

C.3 Subcontractors

The lowest responsive and responsible Contractor will be the prime contractor if a contract is awarded and executed and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the Contractor's response to this procurement. The City reserves the right to approve all subcontractors. The Contractor shall be responsible to the City for the negligent acts and negligent omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within the procurement, or otherwise in the Contract Documents created as a result of any contract award derived from the procurement, shall create any contractual relationships between any subcontractor of the Contractor and the City.

C.4 Independent Contractor

The Contractor shall at all times be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture, or partner of the City. The Contractor shall have no authority to contract for or bind City in any manner. Neither the Contractor nor its employees are employees of the City. The Contractor shall have and maintain the responsibility for and control of the rendition of the Work (including, the services performed) under the Contract, the discipline of its employees, and other matters incident to the performance of the Work (services, duties, and responsibilities as described and contemplated in the Contract). The Contractor is required to supply the City with proof of compliance with the Workers' Compensation Act while performing work for the City. Proof of compliance must be received with the Contractor's response to the procurement at the address listed on the Cover Page of the procurement.

C.5 Compliance with Illegal Immigration Reform and Enforcement Act

E-Verify Program:

The City of Alpharetta is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City shall not enter into a contract for the physical performance of services unless the Contractor registers and participates in a federal work authorization program (E-Verify). Further, Contractors submitting a Bid or Proposal for the physical performance of service shall include a fully executed E-Verify affidavit as part of their Response to the procurement.

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

No Contractor shall submit a response for the physical performance of service unless the Contractor participates in a Federal Work Authorization Program and complies with the requirements of O.C.G.A. § 13-10-91.

- (5) Pursuant to O.C.G.A. § 13-10-91, the Contractor represents, warrants, acknowledges, and/or agrees that:
 - a. The Contractor has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;
 - b. Subcontractors shall not enter into any contract with the Contractor for the physical performance of services within the State of Georgia unless such subcontractor registers and

participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and

- c. Sub-subcontractors shall not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.

- (6) As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify"

(<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>), operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at such website address.

Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

- (1) The Contractor, if entering a contract with the City providing the physical performance of services, shall comply with the requirements of O.C.G.A. § 13-10-91.
- (2) Pursuant to O.C.G.A. §13-10-91, in the event the Contractor employs or contracts with a subcontractor in connection with a covered contract, Contractor shall secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 by the subcontractor's execution of the subcontractor affidavit, the form of which is provided in *Appendix A* hereof, and maintain records of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of the contractor/subcontractor agreement.
- (3) Pursuant to O.C.G.A. §13-10-91, in the event the Contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit, the form of which is also provided in *Appendix A* hereof, and maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit shall become a part of the subcontractor/sub-subcontractor agreement.
- (4) The Contractor shall comply with any and all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations promulgated in relation thereto.
- (5) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and all other applicable rules and regulations promulgated in relation thereto, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

Forms necessary to ensure compliance with this section are included in Required Forms and must be received at the address listed on the procurement's Cover Page prior to review of Contractor's response.

C.6 Compliance with Laws

The Contractor shall, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. The Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

C.7 Compliance with Title VI of the Civil Rights Act of 1964

The City of Alpharetta, as a federal grant recipient, conforms to Title VI of the Civil Rights Act of 1964 and its amendments. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Presidential Executive Order 12898 addresses environmental justice in minority and low-income

populations. Presidential Executive Order 13166 addresses services to those individuals with limited English proficiency.

The City is committed to enforcing the provisions of Title VI and to taking positive and realistic affirmative steps to ensure the protection of rights and opportunities for all persons affected by its programs.

Any person who believes they have been subjected to unlawful discriminatory practice under Title VI has a right to file a formal complaint. Any such complaint must be filed in writing or in person with the City of Alpharetta's, Title VI Compliance Officer, within one hundred-eighty (180) days following the date of the alleged discriminatory action. For more information or Title VI Discrimination Complaint Forms contact the Title VI Compliance Officer at the following:

Human Resources: Title VI Compliance
City Of Alpharetta
2 Park Plaza
Alpharetta, GA 30009
Tel: 678-297-6014

C.8 Substitutions and Change Orders

NO substitutions of material, schedule cancellations, or Change Orders are permitted after Contract award without written approval by the Director of the contracting City Department or his authorized representative. Cumulative Change Orders in excess of \$50,000.00 or 10% of the original contract shall require the approval of the City Council.

Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the City agrees to a replacement or requests same based on an objective standard of review of past performance. Requests for any substitution will be reviewed and may be approved by the City at its sole discretion. Verbal agreements to the contrary will not be recognized. In the event a substitution of a Contractor employee is required due to termination of employment by Contractor, Contractor shall provide the City with prompt written notice of the need for such substitution and shall cooperate with the City in providing a replacement.

C.9 Contract Termination

The City may, by written notice to the Contractor, terminate the Contract without cause; provided, the City must give notice of termination to the Contractor at least 14 days prior to the effective date of termination.

D. DEFINITIONS OF CERTAIN TERMS

The intent and meaning of the following terms, which may be used throughout the ITB process, shall be interpreted as follows:

Bid: The response submitted by a Bidder to an Invitation to Bid (ITB) to provide goods or services at the prices quoted.

Bidder: One who submits a response to an ITB.

Bonds:

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the bidder will not withdraw the bid. The bidder will furnish bonds in the required amount and if the contract is awarded to the bonded bidder, the bidder will accept the contract as bid, or else the surety will pay a specific amount. A Bid Deposit may be accepted in lieu of the Bid Bond.

Labor and Materials Bond (Payment Bond): A financial or contractual instrument, issued by a surety that guarantees that subcontractors will be paid for labor and materials expended on the contract. Acceptable forms of payment bonds may include cashier's check, certified check, or irrevocable letter of credit issued by a financial institution; a surety or blanket bond; United States Treasury bond; or certificate of deposit.

Performance Bond: An instrument executed, subsequent to award, by a successful bidder that protects the public entity from loss due to the bidder's inability to complete the contract as agreed.

A risk mechanism that secures the fulfillment of all contract requirements. *May be referred to as a Completion Bond.*

Contract: The formal written agreement executed by the City and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work/Services and the basis of payment.

Contract Documents: Collectively refer to the ITB, RFP, or RFQ as issued by the City and including all appendices attached, referenced, and/or incorporated in the request; addenda; and Bid or proposal of awarded contractor including any amendments thereto.

Contractor: The successful Bidder or Offeror to whom (or which) a contract resulting from the ITB, RFP, or RFQ is awarded by the City, and who (or which) has executed a formal written contract with the City to furnish goods, services, or construction for an agreed upon price.

DOAS: The State of Georgia's Department of Administrative Services.

Ineligible Vendor List: List maintained by the procurement team of vendors that are not eligible to provide any commodities or services to the City due to non-performance (see Penalties for Non-Performance section for more information). The length of time a vendor remains on the Ineligible Vendor List is dependent upon the severity of the performance problem(s), not to exceed three years

Invitation to Bid (also known as ITB, Competitive Sealed Bids, Request for Bids, or Bid): The method of procurement when the cost of goods and/or services is \$50,000.01 or greater, where there are clear and defined specifications available, and where cost is the primary basis of award. Evaluation is based solely on the response to the criteria set forth in the Bid document. This process does not include discussion or negotiations with bidders.

Legal Organ: The local newspaper selected for the posting of legal notices and advertisements for the City to reach the most citizens in an economical manner. At the time of this publication, our legal organ is the Alpharetta-Roswell Revue & News.

NIGP: National Institute of Governmental Purchasing whose mission is to develop, support and promote the public procurement profession through premier educational and research programs, professional support, and advocacy initiatives that benefit members and constituents.

Offeror: One who submits a response to a Request for Proposal (RFP).

Procurement Agent: Procurement team member representing the primary public contact for these procurement processes: facilitating, issuing, and receiving Bids, Proposals, and Statements of Qualifications.

Procurement Officer: Director of Finance or his/her designee.

Project: The entire services, function, construction, work product, improvement, repairs, deliverables, and/or goods to be performed, provided, and/or supplied as set forth in the ITB, RFP, or RFQ and the Contract Documents and as generally described in the title to this ITB, RFP, or RFQ.

Proposal: A document submitted by an Offeror in response to an RFP to be used as the basis for evaluation, for negotiations, for entering into a contract.

Request for Proposals (also called RFP, Formal Sealed Proposal, or Proposal): The method of procurement when the cost of goods and/or services is \$50,000.01 or greater and where the Competitive Sealed Bid method is neither practical nor advantageous and cost is not the primary consideration. This process does provide for the negotiation of terms, including price, prior to contract award.

Request for Qualifications (also called RFQ, Request for Qualified Contractors, or RFQC): The Formal Request for Qualifications is a prequalification process used to obtain statements of qualifications from contractors prior to issuing the solicitation. An RFQ is often Step 1 of a two-step process followed by an RFP or ITB to be issued only to Providers/Suppliers determined to be Qualified Providers/Suppliers.

Response: Synonymous with Bid, Proposal, or Statement of Qualifications (SOQ).

Responsible: The contractor has the capacity in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, facilities, equipment, and credit which will assure

good faith performance. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

Responsive: The contractor has submitted a Bid/Proposal that conforms in all material respects to the requirements stated in the solicitation document, including all form and substance.

Scope of Work/Project: A detailed, written description of the contractual requirements for materials and services contained within a Competitive Sealed Bid/ Request for Proposal. A well-conceived and clearly written scope serves many purposes including:

- Establishing a clear understanding of what is needed;
- Encouraging competition in the marketplace and promoting economic stimulus;
- Satisfying a critical need of government; and
- Obtaining the best value for the taxpayer.

Specifications: A precise description of the physical or functional characteristics of a product, good, or construction item. A description of goods and/or services. A description of what the purchaser seeks to buy and what a bidder must be responsive to in order to be considered for award of a contract. Specifications generally fall under the following categories: design, performance, combination (design and performance), brand name or approved equal, qualified products list and samples. May also be known as a purchasing description.

Statement of Qualifications (also called SOQ): Response to an RFQ which includes the qualifications of the contractor to provide or supply the requested services.

Subcontractor: Any person or business entity employed to perform part of a contractual obligation under the control of the principal contractor. Any supplier, distributor, or firm that furnishes supplies or services to a prime contractor or another subcontractor.

Title VI of the Civil Rights Act of 1964 states: No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

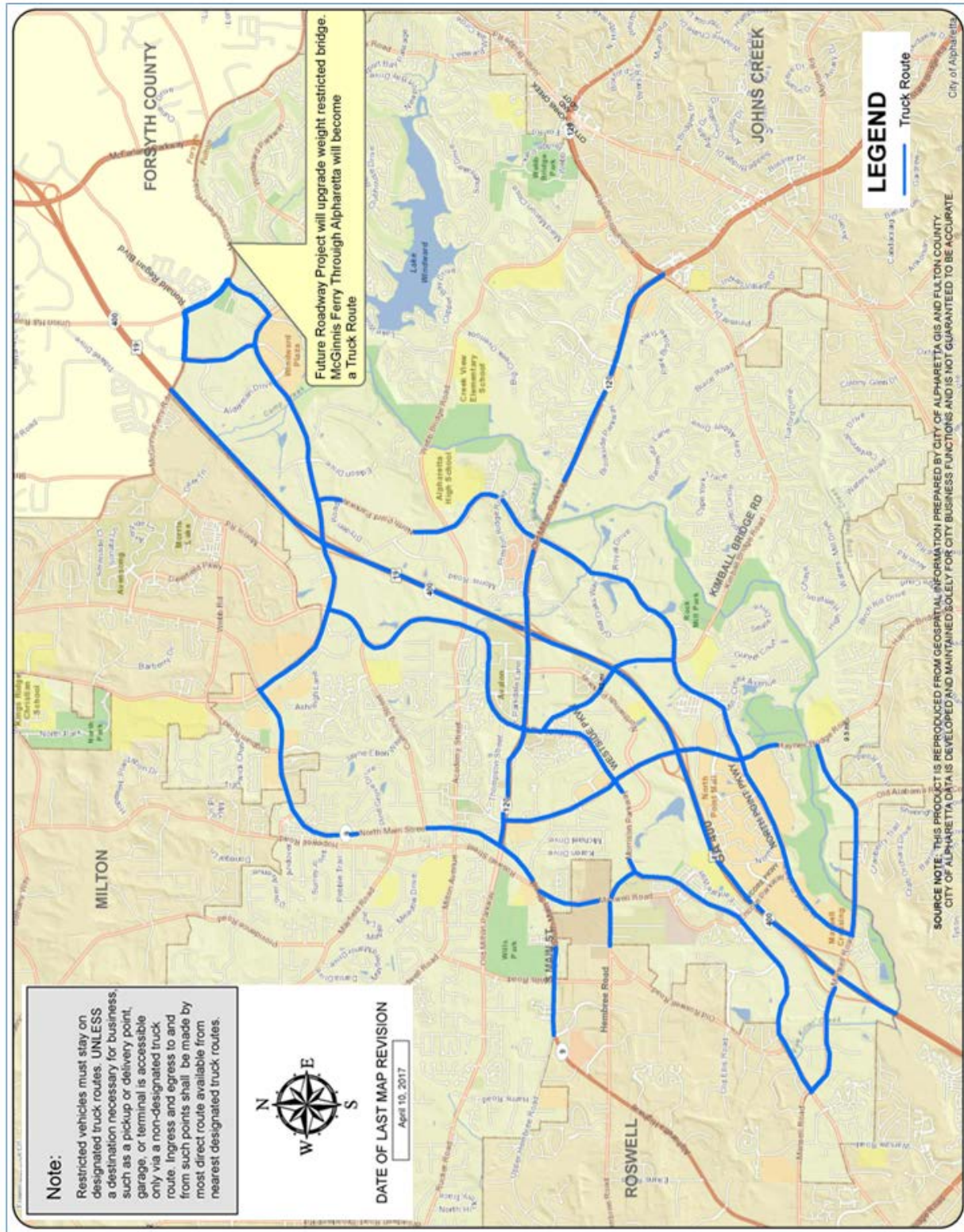
- **Complaint:** Any verbal or written communication received by the City of Alpharetta from members of the public referencing a general complaint regarding the inequitable distribution of benefits, services, amenities, programs or activities financed in whole or in part with federal funds is perceived as an informal charge. A complaint is further defined as any written complaint by an individual or group seeking to remedy perceived discrimination by policies, practices or decisions, which have an adverse impact resulting in inequitable distribution of benefits, services, amenities, programs or activities financed in whole or in part with federal funds.

Vendor: A supplier/seller of goods and/or services. Synonymous with Bidder, Offeror, or Contractor within City's formal procurement.

Work: The furnishing of all labor, materials, equipment, superintendence, and other incidentals necessary or convenient to the successful completion of the Project, including the performance of all services and requirements set forth in the ITB, RFP, or RFQ hereof as the Scope of Work or Specification (in accordance with the specifications provided therein), and the carrying out of all obligations, duties, and responsibilities imposed by the Contract Documents in the provision thereof.

APPENDIX E: ALLOWED TRUCK ROUTE MAP

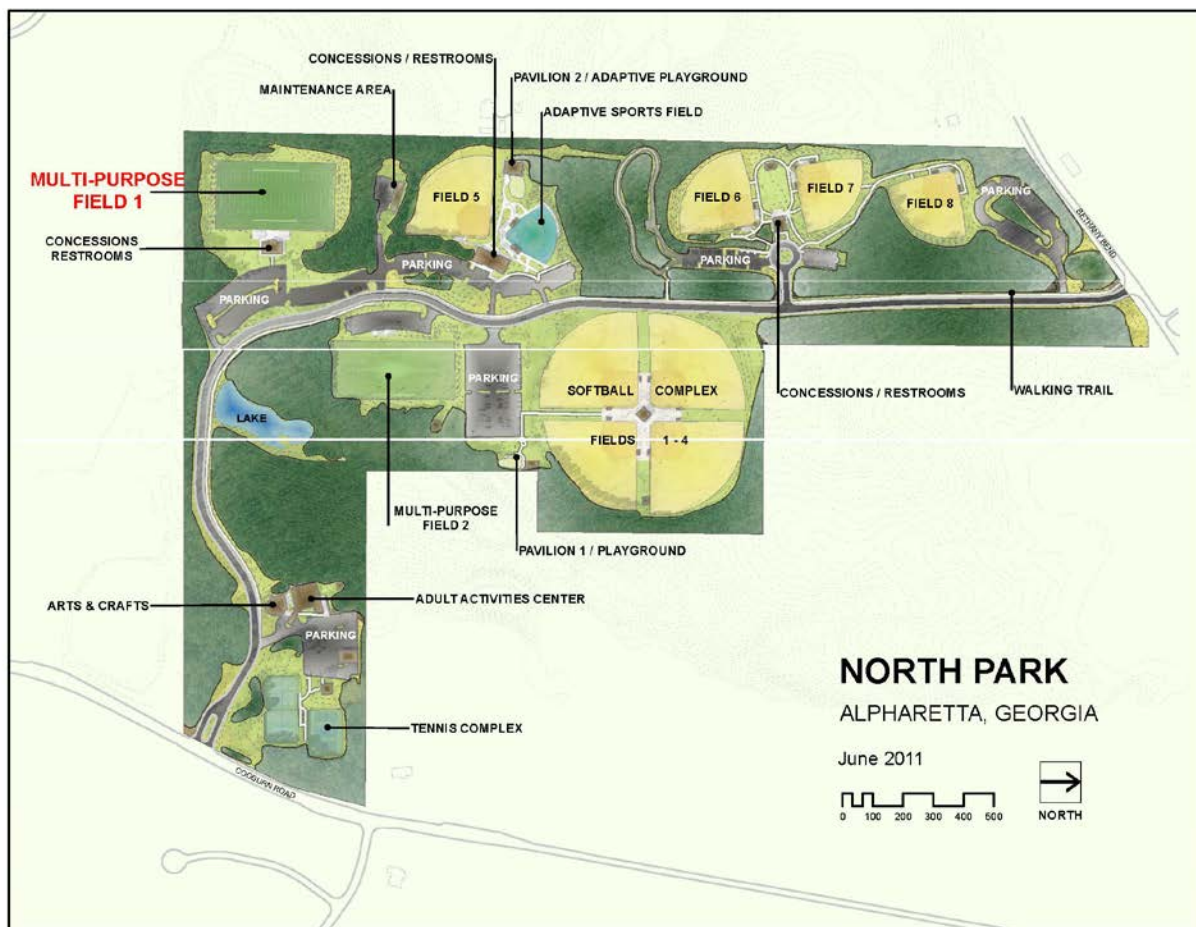
Online: <http://www.alpharetta.ga.us/government/departments/public-works/alpharetta-truck-routes>



APPENDIX F: FIELD LOGO



APPENDIX G: NORTH PARK MAP



**CITY OF ALPHARETTA
ADDENDUM # 1**



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

ADDENDUM POSTING DATE:	08/30/2018
RFP TITLE:	NORTH PARK ARTIFICIAL TURF REPLACEMENT
RFP #:	19-103
RFP RESPONSE DUE DATE/TIME:	SEPTEMBER 13, 2018 10:00 AM
RFP ISSUE DATE:	AUGUST 16, 2018
NUMBER OF PAGES:	2

TO ALL OFFERORS:

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

Firm Name

Firm Address

Signature of Person Authorized to Bind this Firm

Date

Typed or Printed Name and Title

Phone Number and E-mail Address

The request for proposal documents are hereby modified in the following respects:

Question 1: [Section 2.2 Organization of Proposal: ... 2. Section 2.3, Scope of Work and Section 2.4 Project Specific Requirements] I wanted to confirm per the above Section and Number 2 requirements, that 2.4 Project Specific Requirements is actually the Site Visit information. Is there a missing section?

Answer 1: Revised Section 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** – include all requested documents, information, etc. Explain any exceptions, clarifications, etc.;
3. **Section 3, Offeror Qualifications, all sections** – include all requested documents, information, etc.;
4. **Additional Appendices** (ONLY if applicable) – include all requested documents and information;
5. **Addenda Acknowledgement** (ONLY if applicable) – if any addenda are formally issued by the City;
6. **Section 4 – Cost Proposal and Proposal Price Certification** to be within a sealed envelope within the sealed Proposal package.

END ADDENDUM

SECTION 4: COST PROPOSAL**4.1 Schedule of Items**

- a. Offerors **must** respond to this RFP by utilizing the Cost Proposal form provided.
- 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# 301-682441Federal Tax Identification# 58-6011454Copies of the City's Sales and Use Tax Certificate of Exemption and Form W-9, Taxpayer Identification and Certification are available upon request.

Provide cost for Base Project and for each Alternate as complete turn-key projects described in noted sections for each.

Base Project	\$ 369,013
Alternate 1: Fencing Replacement and Netting Installation	\$ 56,078
Alternate 2: Logo Installation	\$ 7,420
Alternate 3: Goal Post Replacement	\$ 19,210
Grand Total	\$ 451,721

See attached pricing proposal for voluntary alternates

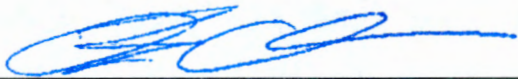
Award will consider price, but price will not be the sole, determining factor.

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 Sprinturf, LLC

ADDRESS 146 Fairchild Street, Suite 150, Daniel Island, SC 29492

AUTHORIZED SIGNATURE(S) 

PRINT / TYPE NAME(S) AND TITLE(S) Bruce Cheskin, Executive Vice President

CONTACT INFO: PHONE NUMBER (404) 456-9227

CONTACT INFO: E-MAIL ADDRESS BBlastick@sprinturf.com



Date: September 13, 2018

PRICING PROPOSAL FOR NORTH PARK, GA

Sprinturf is pleased to offer to supply and install the following high performance artificial in-filled grass surface.

Field Name	Multipurpose Field
Square Footage	89,100
Field Markings – Sports	Football, Soccer, Men's Lacrosse,
Turf System	Dual Fiber Extreme (Slit Film & Monofilament)
Base Bid – Remove Existing Synthetic Turf System, Laser Grade, Furnish & Install New Infilled Synthetic Turf System (Sales & Use Tax NOT Included)	\$369,013
Alternate #1 – Furnish & Install Replacement Fencing and Netting Installation (Sales & Use Tax NOT Included)	ADD: \$56,078
Alternate #2 – Furnish & Install Center Logo Graphic (Sales & Use Tax NOT Included)	ADD: \$7,420
Alternate #3 – Furnish & Install Goal Posts (Sales & Use Tax NOT Included)	ADD: \$19,210
Voluntary Alternate #1 – Decrease Face Weight from 50 oz. to 42 oz. (Sales & Use Tax NOT Included)	DECREASE: \$15,000
Voluntary Alternate #2 – Increase Pile Height from 2.25" to 2.5" (Sales & Use Tax NOT Included)	ADD: \$15,010

Sales & Use Tax in the above pricing is EXCLUDED

Product Details

Sprinturf is pleased to offer:

Product Detail	Dual Fiber Extreme (Slit Film & Monofilament)
Color	Field Green/Lime Green
Pile Height	2.25"
In-fill Type	100% Chillfill
Backing/Urethane Weight	22 oz/yd ²
Face Weight	50 oz/yd ²

843.936.6023 | fax: 843.284.8823 | 550 Long Point Rd., Suite 205 | Charleston, SC | 29464

www.sprinturf.com | info@sprinturf.com | customercare@sprinturf.com



The Sprinturf Difference

In order to provide the highest quality product and service, one hundred percent of Sprinturf products are manufactured in house and in America creating American jobs and investments. Sprinturf installations are executed to a uniform, national quality standard and Sprintcare, our after-sales maintenance program is one of the best in the industry.

Price Includes:

Base Bid

- a) Remove & dispose of existing synthetic turf field as specified;
- b) Perform sub-surface maintenance on field as necessary;
- c) Laser grade existing base to ensure proper playing field and drainage;
- d) Furnish & install new synthetic turf field with cooling technologies as provided by Sprinturf as specified;
- e) Furnish & install sport markings for football, soccer, and men's lacrosse as specified;
- f) Furnish & install 3.5lbs/sf of ChillFill infill as specified;
- g) Provide one (1) Gmax test at substantial completion as specified;
- h) Provide a 8yr 3rd party insured warranty; 10yr manufacturer's warranty.

Alternate #1

- a) ADD to Base Bid;
- b) Furnish & install fencing replacement and netting installation as specified.

Alternate #2

- a) ADD to Base Bid;
- b) Furnish & install one (1) Center Logo graphic as specified.

Alternate #3

- a) ADD to Base Bid;
- b) Remove & dispose of existing goal posts;
- c) Furnish & install new goal posts as specified.

Voluntary Alternate #1

- a) DEDUCT from Base Bid;
- b) Decrease turf system face weight from 50 oz. to 42 oz.

Voluntary Alternate #2

- a) ADD to Base Bid;
- b) Increase turf system pile height from 2.25" to 2.5".



Notes:

- a) Any alteration or deviation from specifications involving extra costs is not included;
- b) Site security is not included in pricing;
- c) The proposal includes payment and performance bonds;
- d) This proposal does not include permits, fees, engineered drawings, protection of access points and staging areas provided, permeability testing of the aggregate base by others, and nailer board by others;
- e) Pricing assumes Sprinturf will be provided proper staging area and access to the work area;
- f) Pricing is based on Private Wage Rates;
- g) Pricing assumes fields are to be installed in a single mobilization.

The price is valid for the period of 60 days. The price is subject to increase if affected by an increase in raw materials, freight, or levies. Please feel free to reach out to any member of our team with questions about our offer:

Brad Blastick
Regional Sales Director
404.456.9227
bblastick@sprinturf.com

Webb Cook
Director of Sales
717.917.1790
wcook@sprinturf.com

Bruce Cheskin
Executive Vice President
610.316.8020
brucecheskin@sprinturf.com

Thank you again for your interest in Sprinturf, we look forward to working with you.

Per: _____
Bruce Cheskin
Executive Vice President
Sprinturf LLC

ACCEPTED BY:

By:

Date:



EXCLUSIONS

Notwithstanding any other document or agreement entered into by Sprinturf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

1. This bid proposal and its acceptance is subject to strikes, accidents, acts of god and *force majeure*;
2. Sprinturf requires a minimum of 15 days after receiving final approvals on shop drawings to manufacture and deliver the turf.
3. This proposal is based on a single mobilization. If additional mobilizations are necessary, additional charges will apply.
4. Final Payment shall be upon the substantial completion of Sprinturf obligations. Sprinturf is entitled to cost recovery associated with collecting delinquent receivables.
5. Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 2% per month.
6. Sprinturf shall be accountable for its negligence but shall not be bound by any penalty clauses.

Shipp, Abigail

From: Brad Blastick <bblastick@sprinturf.com>
Sent: Thursday, September 20, 2018 3:07 PM
To: Shipp, Abigail
Cc: Webb Cook
Subject: Re: City of Alpharetta - North Park Artificial Turf Replacement RFP #19-103

Abigail,

The cost to increase the face weight of the turf to 52 oz AND provide a 10 year warranty would be \$10,800. The pile height can remain 2.25" with the increased face weight!

Please let me know if the committee has any other questions.

Thanks much

Brad Blastick

Sent from my iPhone

On Sep 20, 2018, at 1:02 PM, Shipp, Abigail <ashipp@alpharetta.ga.us> wrote:

Brad –

I'm off tomorrow and Monday, so Tuesday is fine.

Thanks!

Abby Shipp
City of Alpharetta

From: Brad Blastick <bblastick@sprinturf.com>
Sent: Thursday, September 20, 2018 12:29 PM
To: Shipp, Abigail <ashipp@alpharetta.ga.us>
Subject: Re: City of Alpharetta - North Park Artificial Turf Replacement RFP #19-103

Abigail,
Thank you for the email. I will get answers to your questions and respond as quickly as possible. Hopefully no later than tomorrow afternoon.

Regards

Sent from my iPhone

On Sep 20, 2018, at 11:06 AM, Shipp, Abigail <ashipp@alpharetta.ga.us> wrote:

Brad-

The City of Alpharetta's evaluation committee met today to discuss the North Park Artificial Turf Replacement Request for Proposals. They were impressed with Sprinturf, LLC's submission; but, they have a few questions. The questions are as follows:

- Your proposal was for a 50 oz total product weight turf. At Webb Bridge Park, we have a 52 oz turf. If we wanted to go to a 52 oz total product weight turf for North Park, what would be the cost difference?
- If we go to a 52 oz total product weight turf, can we keep the 2.25" pile? Webb Bridge Park has a 2.5" pile, but the committee prefers a 2.25" pile due to the field being primarily used for football.
- Please provide the additional cost to extend the warranty another (2) years to bring it to a 10-year warranty.

Thank you in advance!

Best Regards,

Abigail (Abby) Shipp, CPPB
Senior Budget & Procurement Analyst

City of Alpharetta
Finance Dept
2 Park Plaza, 2nd Floor
Alpharetta, GA 30009
Phone: 678-297-6056
Fax: 678-297-6093



City Council Meeting and Public Hearing STAFF REPORT

Submitting Department: Recreation and Parks

Submitted By:

Meeting Date: October 15, 2018

I. AGENDA ITEM TITLE: CONSIDERATION TO ADOPT THE WILLS PARK MASTER PLAN

II. RECOMMENDATION:

Staff recommends adoption of the Wills Park Master Plan as presented.

III. REPORT IN BRIEF:

The City retained the services of Jacobs Engineering to develop an overall Master Plan for Wills Park. The task was broken down into two parts. Part one was the Wills Park and Part two the Equestrian Center. Tonight we are requesting the approval of the Wills Park Master Plan. The Equestrian Center is scheduled to be presented in November.

Jacobs conducted a series of public meetings, focus groups, on-site interviews and interviews with staff, Recreation Commission and Council. Three draft designs were presented on-line and the public responded very actively. Jacobs followed up with a public meeting regarding the three draft plans. Next Jacobs developed a single draft plan based on all the public input that was received. This plan has been presented at a Public Meeting on September 11th and was workshop with Council on September 17. The Recreation Commission took up this item at their October 9th Monthly Meeting.

IV. ALTERNATIVES:

V. ATTACHMENTS:

Wills Park Draft Concept Phase 2.pdf, Phase 2 Draft Master Plan Image, Wills Park Master Plan Presentation

THE MASTER PLAN PROCESS FOR WILLS PARK



We are now embarking on the second phase of the Wills Park Master Planning Process. We value your input and participation at every step along the way, and want to keep you informed. We have gathered your input and developed a draft concept plan for your review. Please note this is a DRAFT, and we are asking for your input and ideas – this is not a final plan for Wills Park.

HIGHLIGHTS OF CONCEPTUAL PLAN

- Wacky World playground upgraded and more inclusive
- Bigger and better Waggy World Dog Park
- Expanded Community Center
- Park entrance improvements
- Enhanced place-making around park
- Improvements to existing trails throughout park
- Stream restoration projects
- Approximately 70 new parking spaces
- Improvements to restroom facilities

FEATURES OF WILLS PARK THAT REMAIN UNCHANGED

- Mansell House and Gardens
- Tennis courts
- Community garden
- Disc golf (*some holes may need to be reconfigured*)

SAVE THE DATES

These meetings are opportunities for you to express your thoughts and comments on this phase of the planning process.

September 4 -14

Online Review of Conceptual Drawings

September 11 – 6:00 pm

Recreation Commission (Public input meeting)

September 17 – 6:30 pm

City Council Workshop (Public input meeting)

October 9 – 7:00 pm

Recreation Commission Meeting (Plan up for vote)

October 15 – 6:30 pm

City Council Meeting (Plan up for vote)



WHERE IS THE EQUESTRIAN CENTER?

The Equestrian Center will remain in Wills Park. We are working on conceptual draft plans for the Equestrian Center upgrades, and look forward to having them ready for your review in late September.

If you have questions or would like to share your comments, please contact Recreation, Parks & Cultural Services Director Morgan Rodgers at mrodgers@alpharetta.ga.us or Council Member Jason Binder at jbinder@alpharetta.ga.us.



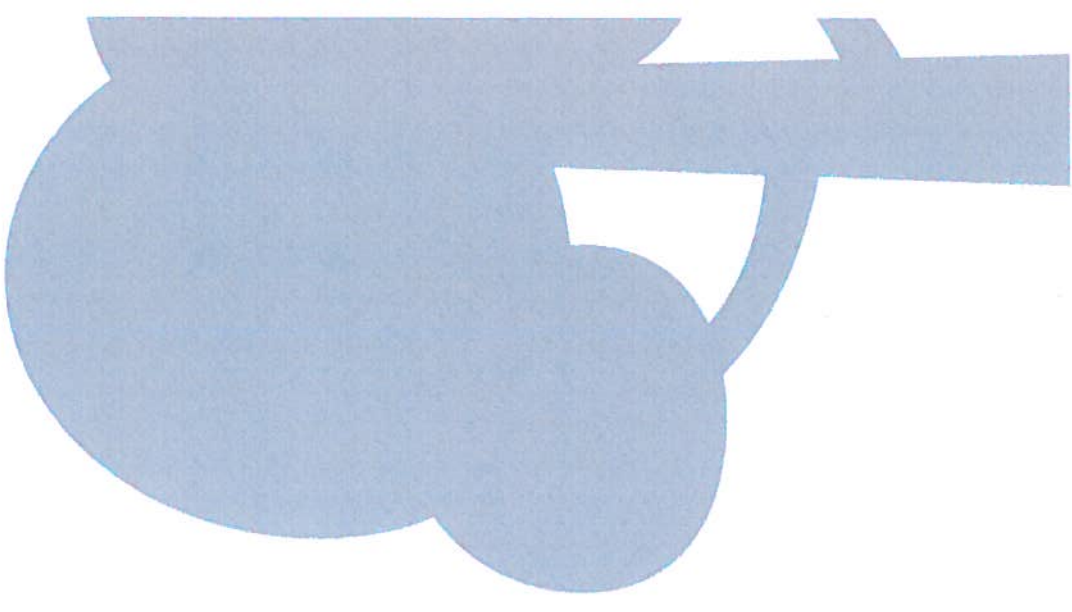
Wills Park

Community Meeting
September 11, 2018



Agenda

- 1 Project Overview
- 2 Planning Process
- 3 Concept Overview
- 4 Detailed Subarea Review



Why plan Wills Park?

- **Maximize an incredible asset**
- Improve facilities that are important to residents
- Better connect to the community
- Prepare for future residents
- General guide for next **20 years** of improvements



Project Goals

Unite the many different components of the park
into a single, celebrated space



Identify key facility improvements



Strengthen connection to Downtown



Alpharetta's Central Park

The process is led by the **Recreation and Parks Department** with support from **Jacobs + Populous**

Jacobs is global firm with a broad range of services for the built environment.
Your project team is based in Atlanta.

Populous is nationally known for their expertise in designing world-class recreation facilities.

Scope + Schedule

May Jun Jul Aug Sep Oct

**Phase 1: Project
Foundation**

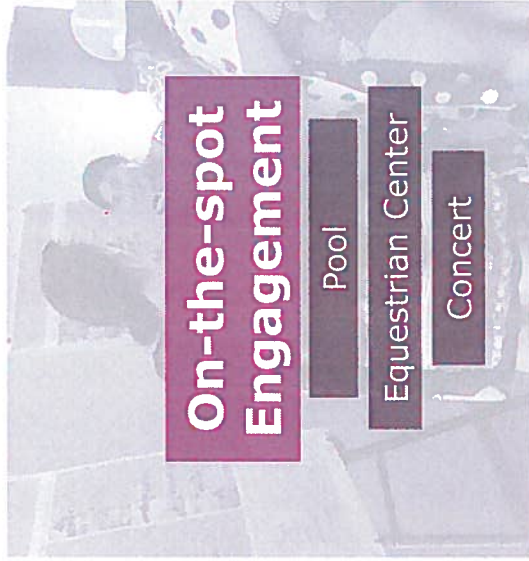
**Phase 2: Engagement +
Conceptual Design**

Tonight!

Phase 3: Master Plan

Who We Heard From

in town location, quantity of facilities, number of events and programs
 in town location, number of quality horse shows at the facility, manager and team ready
 great customer service to the exhibitors at shows
 We love that it is closer to other horse park's and there is a lot to do after the show for to
 brood to do during the show that is not far away
 It is the only nice facility within a convenient drive
 Not a priority for me or my family
 Most of us in the equestrian community like the in town location. Also there are quite a f
 shows to
 Equestrian
 in town l
 All of the
 it brings
 Fox Tack
 It potentially could be turned into rectangular athletic field space where City of Alpharetta
 would amply be using the property rather than those from outside the City
 There is no reason for a equestrian in Alpharetta there are very few equestrian homes in
 horse trails to the park waste of space that can be used for kids
 Horse Center
 in town location and at home feeling
 It's home like feel it's in town location it's maintenance and management
 It is great for dogs agility



Workshop Week

Interviews

Kick-off Workshop

Drop-in Hours

Closing Presentation

Things to do
 Exercising
 nature
 Beauty/strut
 convenient
 location

Wills Park Survey #1

Special
 Summer pro
 program

A place to
 exercise

Horse
 shows/Equestrian

Other (please
 specify)

0% 10% 20% 30% 40% 50% 60% 70% 80%



Wills Park Master Plan

Wills Park Master Plan Concept Survey

On July 24, the City of Alpharetta held a meeting to discuss
 plans for the Wills Park. These three plans represent
 the park and its future potential.

Wills Park Survey #2

re two images
 direct area and
 of the facility
 question for the

Please take a few minutes to provide your feedback on
 the survey.

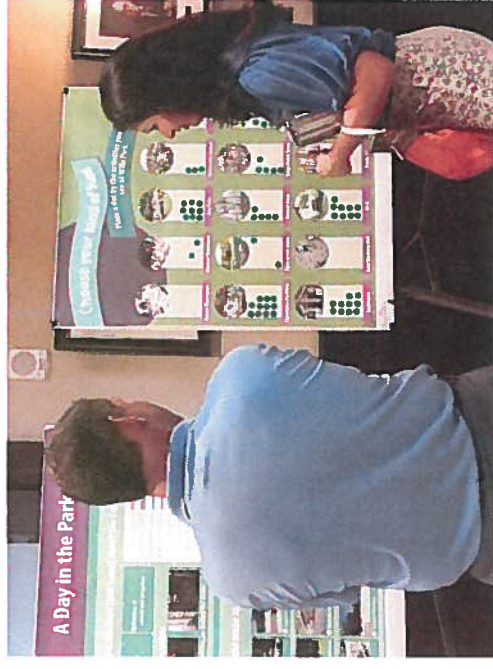
Survey

Survey

1 of 4 questions

What We Heard

- Wills Park is **Alpharetta's Central Park**... a crown jewel
- It's **confusing** to get around
- There are **environmental issues**, especially flooding
- Keep the **Wills Park feel** and "Alpharetta look"
- People want more **flexible spaces** and quiet retreats

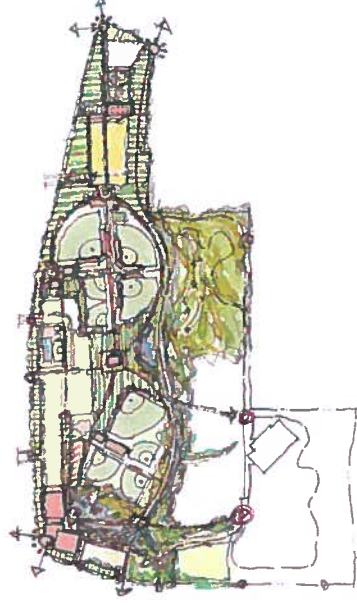


What We Heard

3 Draft Concepts



A



B



C

What We REALLY Heard

- Retain most of the park as is
- Refresh and maintain facilities
- Make modest investments



What We REALLY Heard

Some of the alternatives showed certain facilities being relocated, resized, or removed.

We heard you want to **keep what you have**, including:

- Dog park (expand and add shade)
- Tennis courts
- Disc golf
- Mansell House and Gardens
- Wacky World



A **NEW** concept was drafted to reflect your feedback...

Focus on

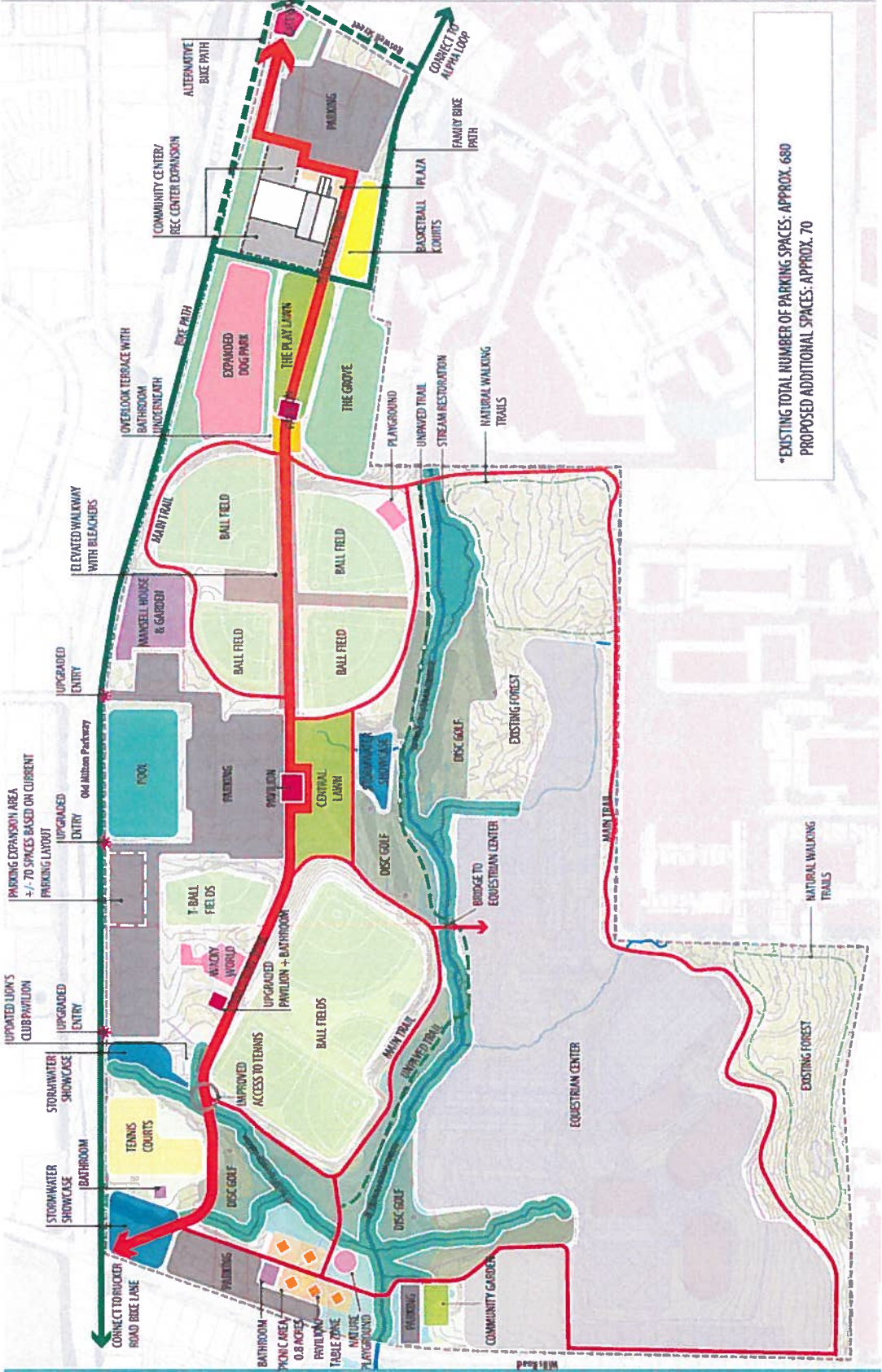
Enhancing
what's
there

Building in
flexible
spaces

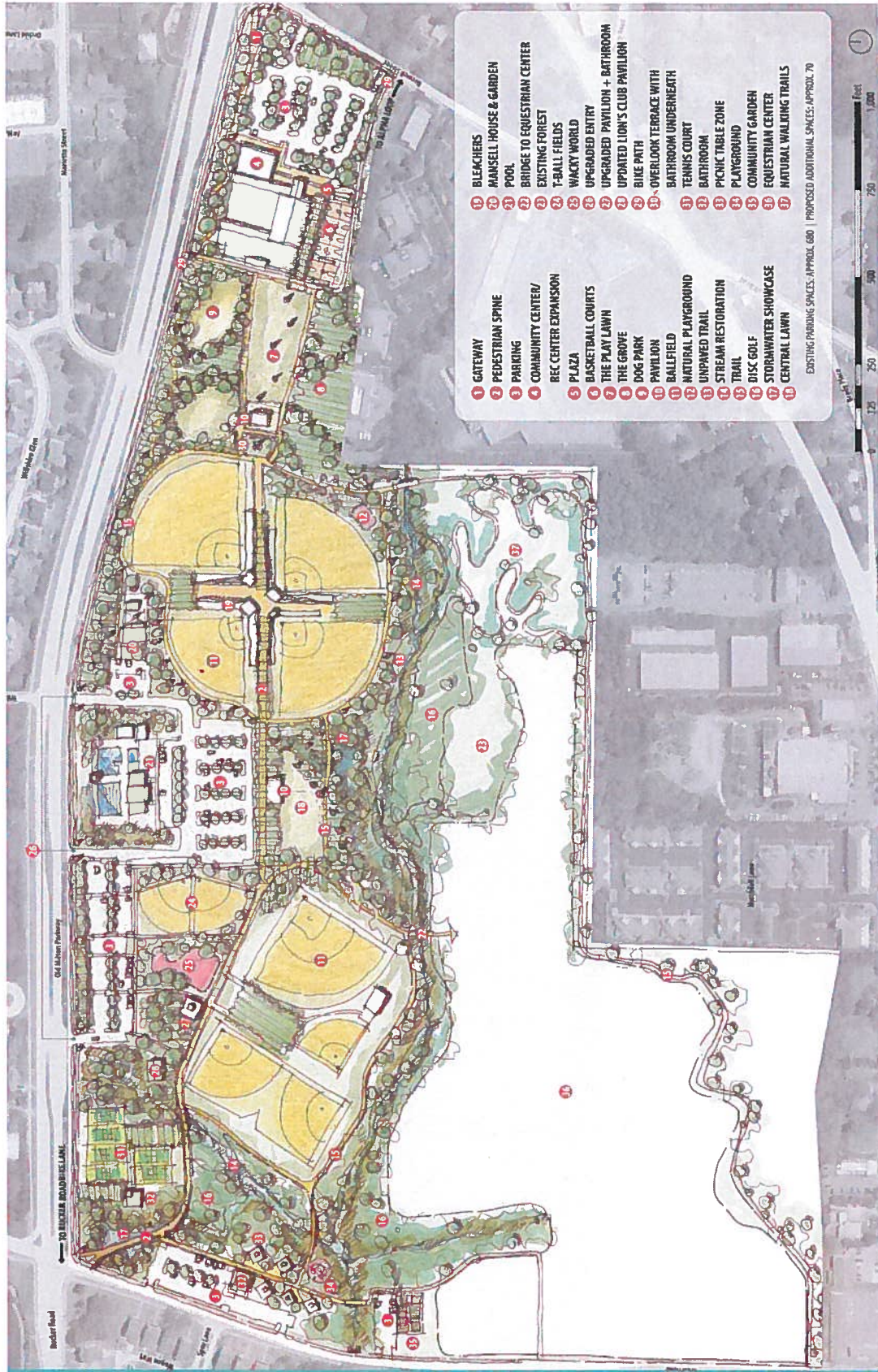
Improving
connections
+ access

Addressing
ecological
issues

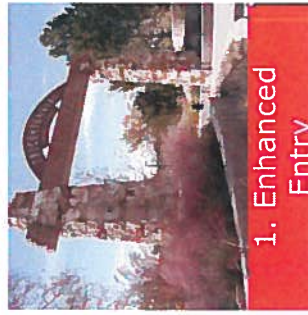
DRAFT Preferred Concept



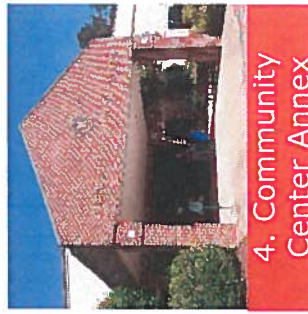
DRAFT Preferred Concept



Community Center



1. Enhanced Entry



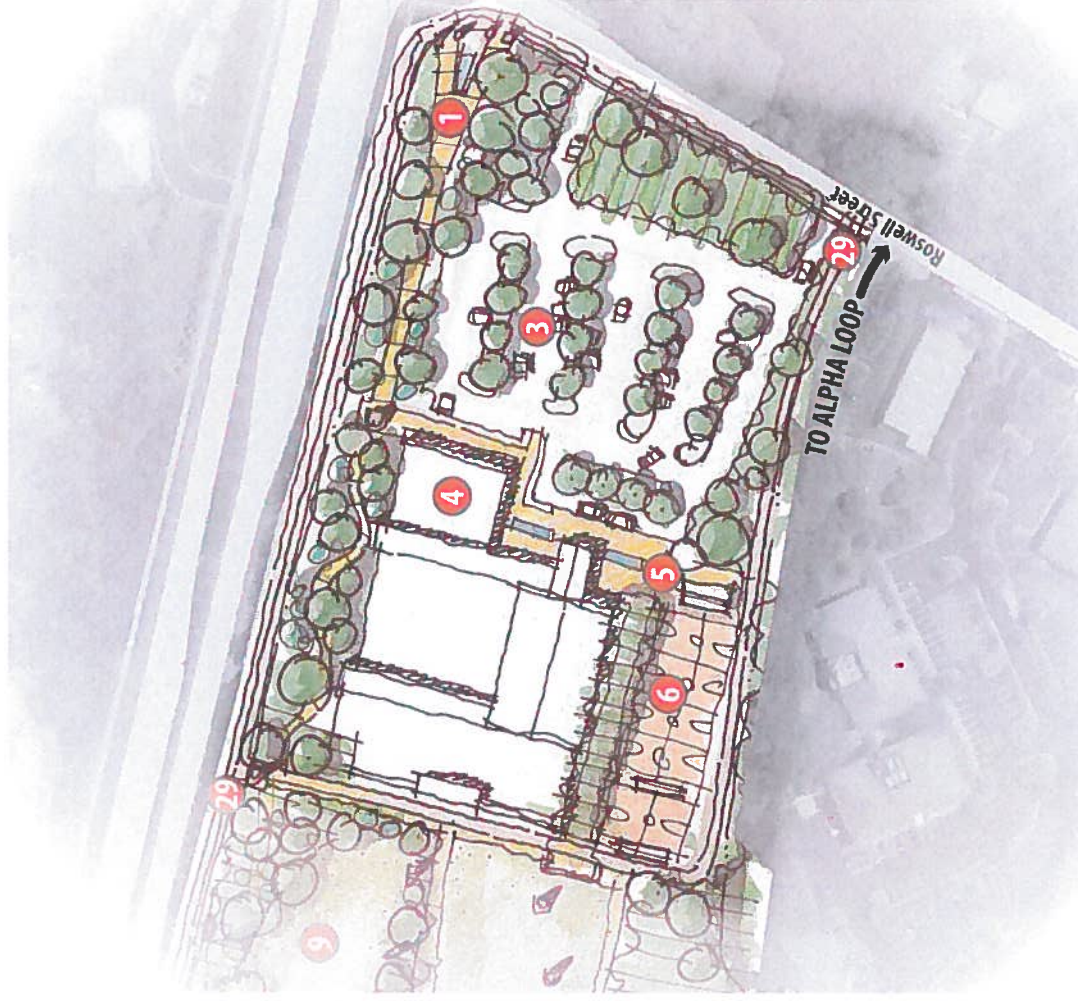
4. Community Center Annex



5. Plaza



6. Outdoor Basketball



Dog Park



9. Dog Park



Play Lawn and Grove



7. Play Lawn



8. The Grove



10. Terrace
Pavilion

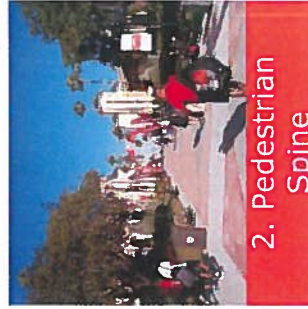


29. Bike Path



Ball Fields

(Central)



2. Pedestrian Spine



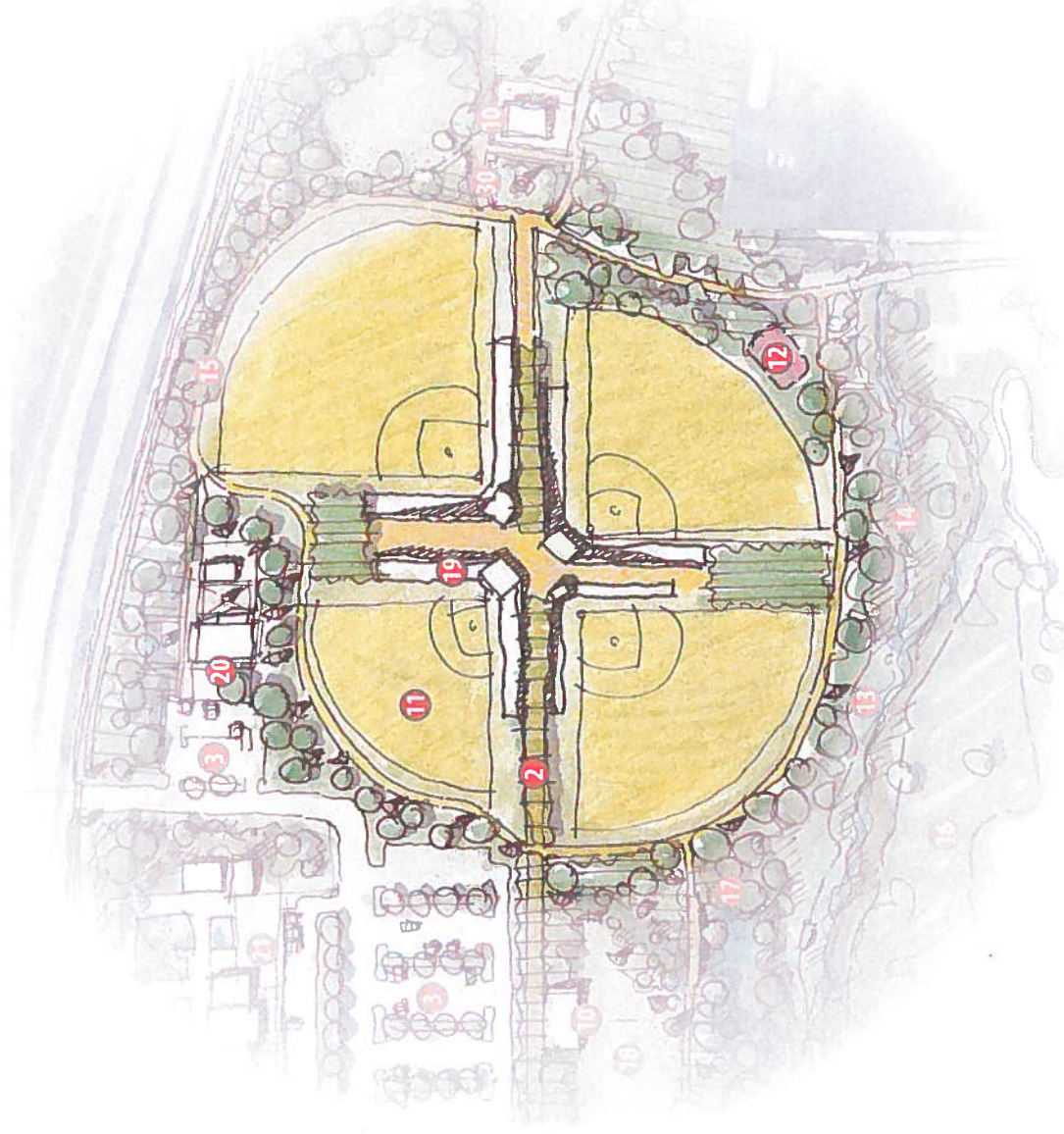
11. Ball field



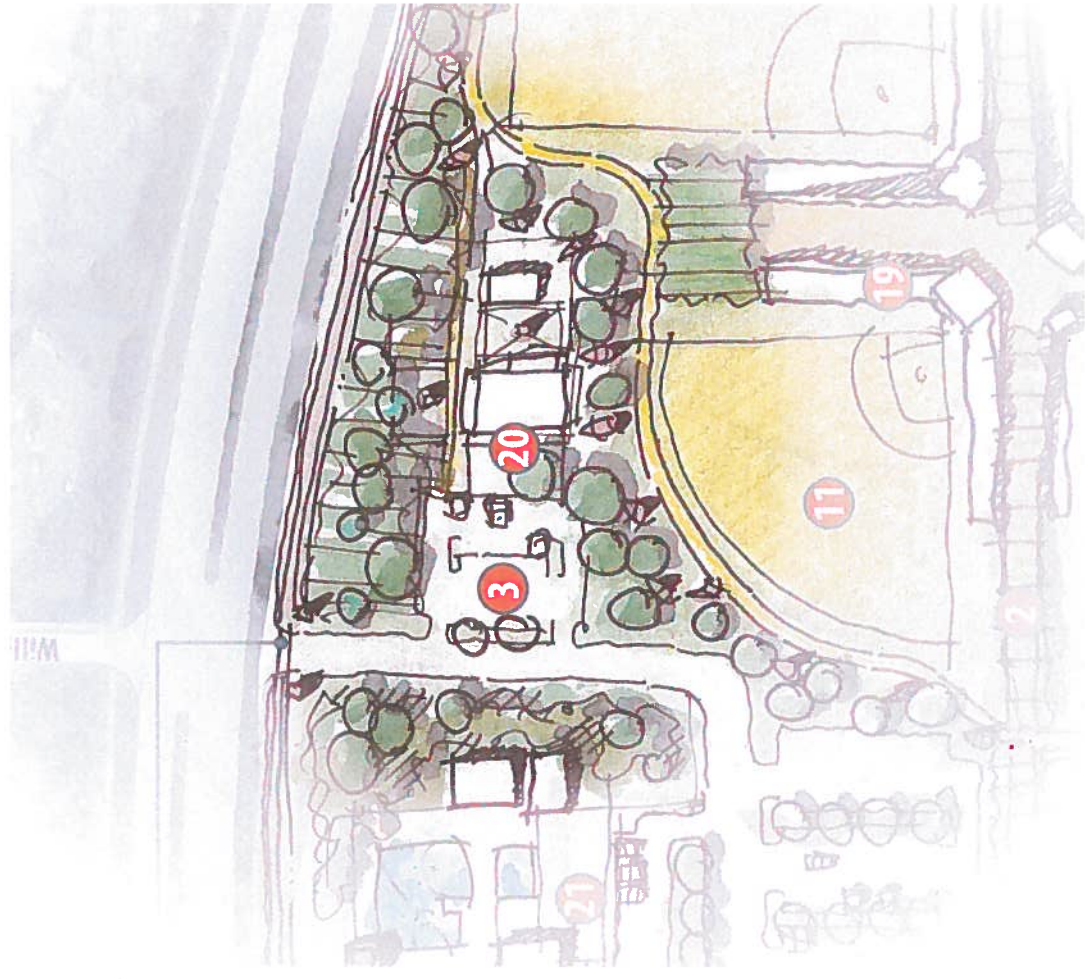
12. Playground



19. Bleachers



Mansell House and Gardens



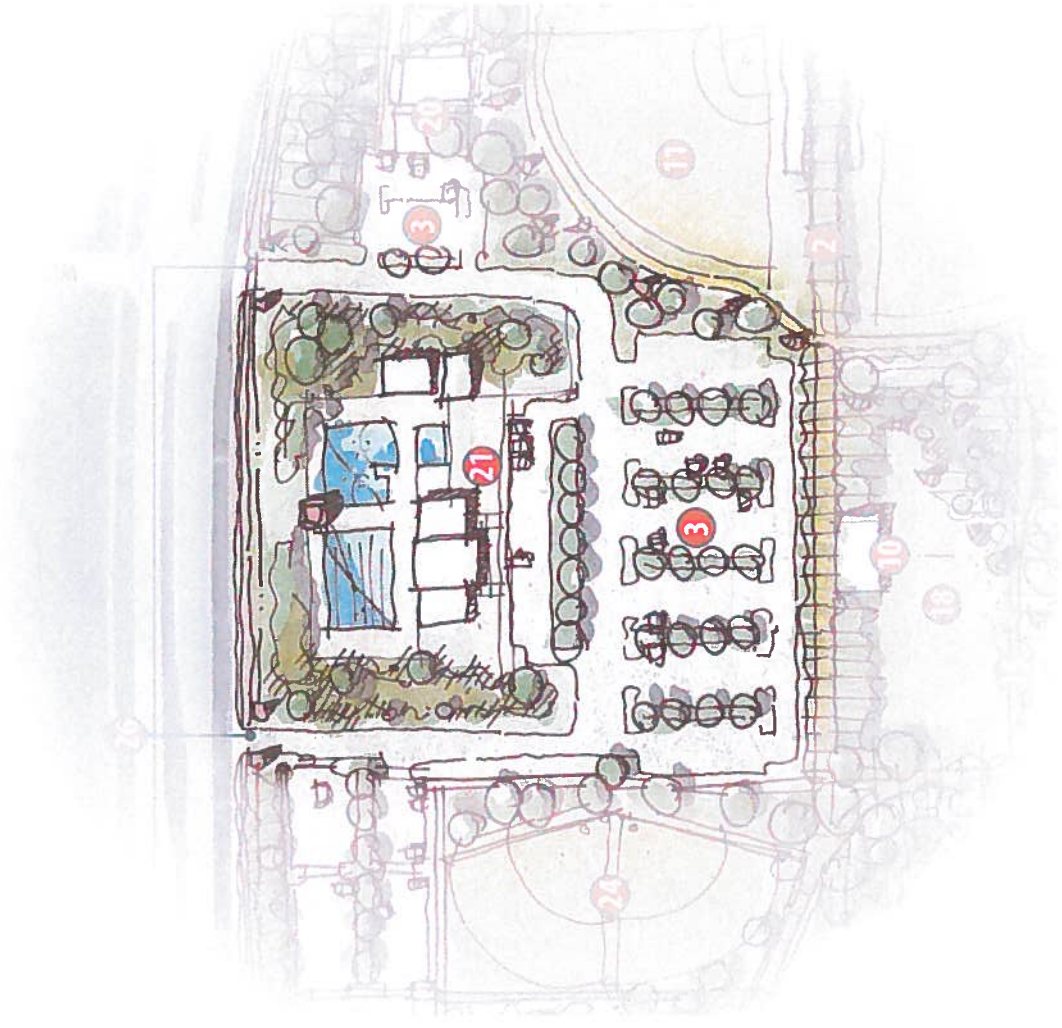
Pool



3. Parking



21. Pool



Central Lawn



10. Pavilion



15. Trail



17. Stormwater Showcase



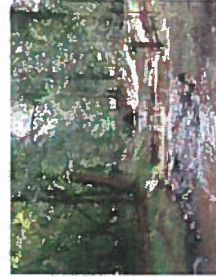
18. Central Lawn



Wooded Area



13. Unpaved Trail



14. Stream Restoration



16. Disc Golf



23. Forest



37. Natural Walking Trails



Disc Golf



14. Stream
Restoration



16. Disc Golf



Ball Fields (West)



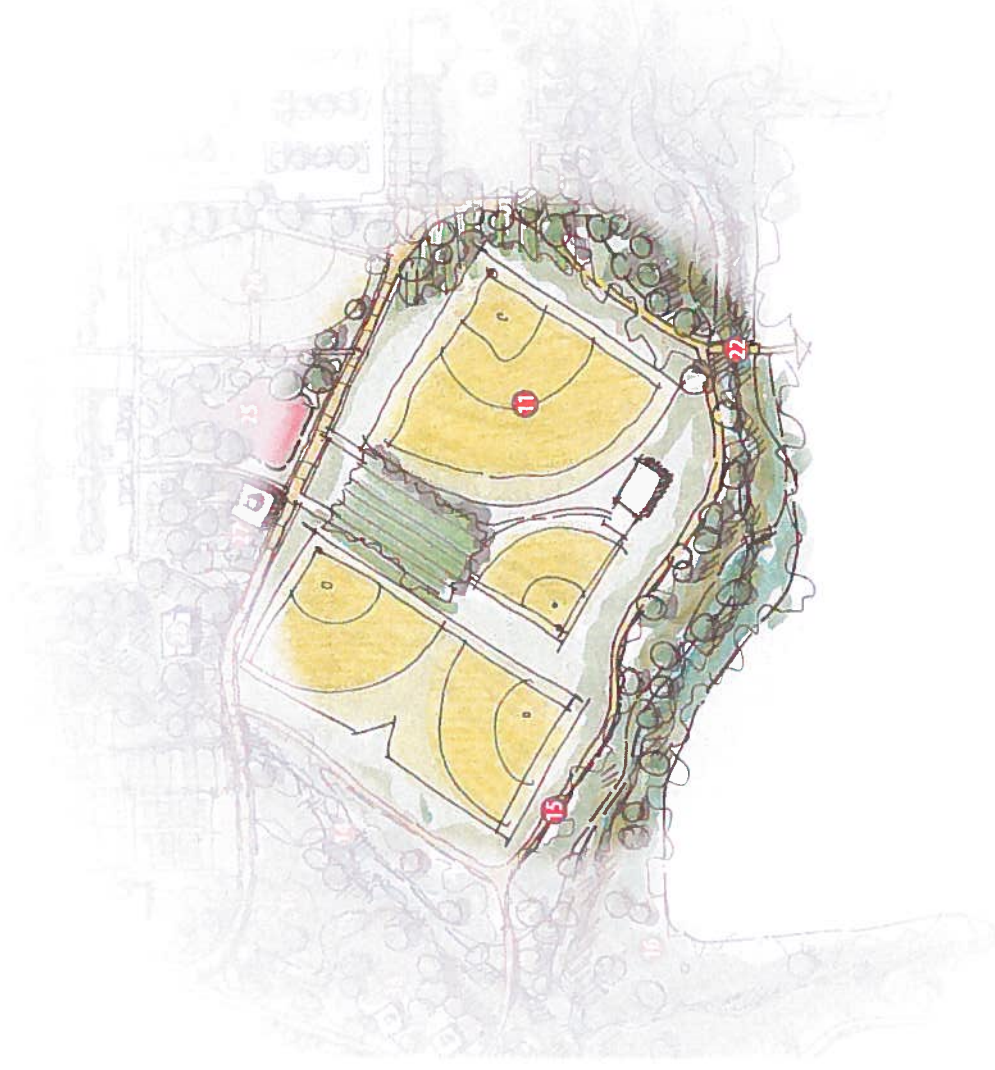
11. Ball Fields



15. Trail



22. Bridge to Equestrian Center



Wacky World Zone



3. Parking



24. T-ball fields



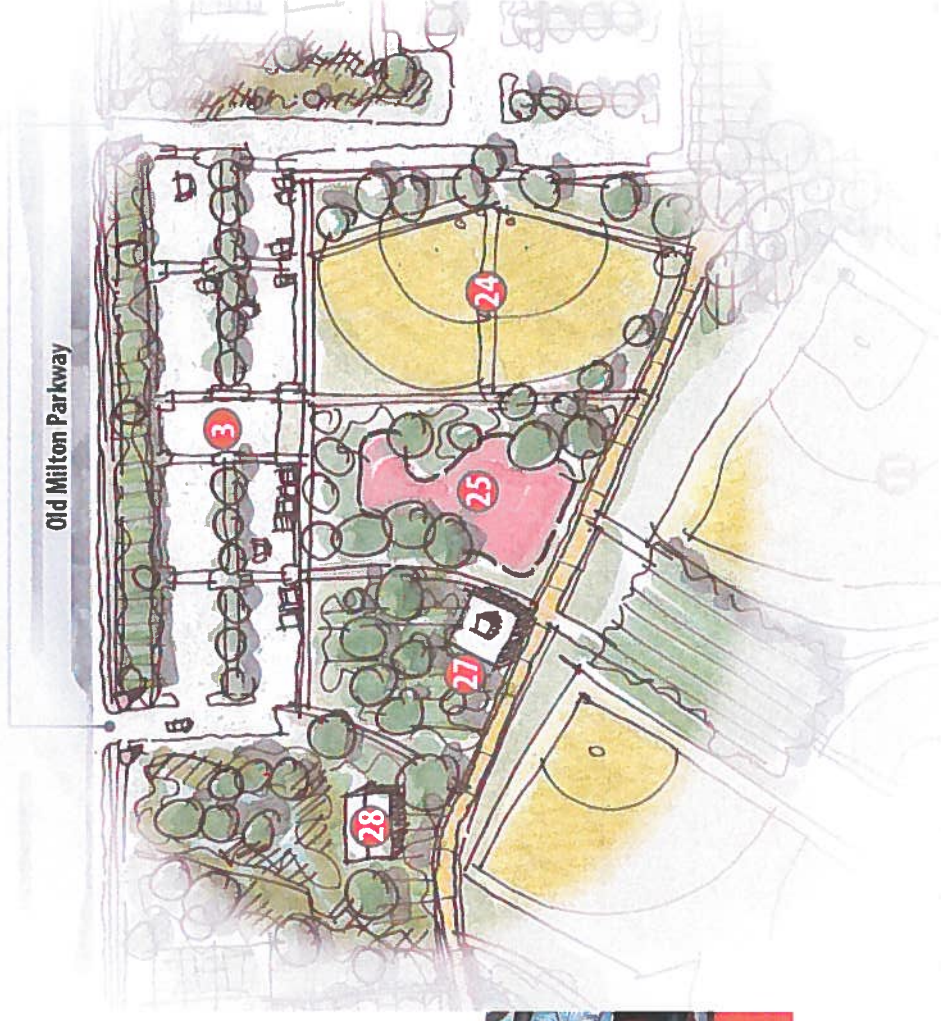
25. Wacky World



27. Upgraded
Pavilion/Bathroom



28. Updated Lion's
Club Pavilion



Northwest Corner



2. Boardwalk



17. Stormwater
Showcase



32. Bathroom



31. Tennis Courts



Current Rec Center Area



3. Parking



32. Bathroom



33. Picnic Area



34. Playground



Community Garden



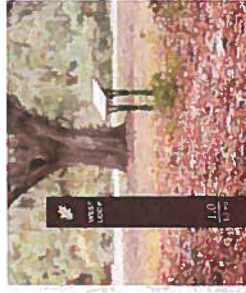
3. Parking



35. Community Garden



Across the Park



Signs and Gateways



Upgraded Design and Amenities



Safety and Lighting



What Stays As Is

- Baseball and T-ball fields
- Mansell House and Gardens
- Pool
- Tennis courts
- Community garden

What Gets Modified

- Disc Golf *(minor reconfiguration)*
- Wacky World Playground *(inclusive design)*
- Community Center *(expansion)*
- Waggy World Dog Park *(expansion)*
- Main pedestrian walkway *(strengthened)*

What Gets Modified

- Play Lawn *(renovated)*
- Pavilions and bathrooms *(updated)*
- Outdoor basketball *(relocated by Community Center)*
- Parking *(+70 spaces)*

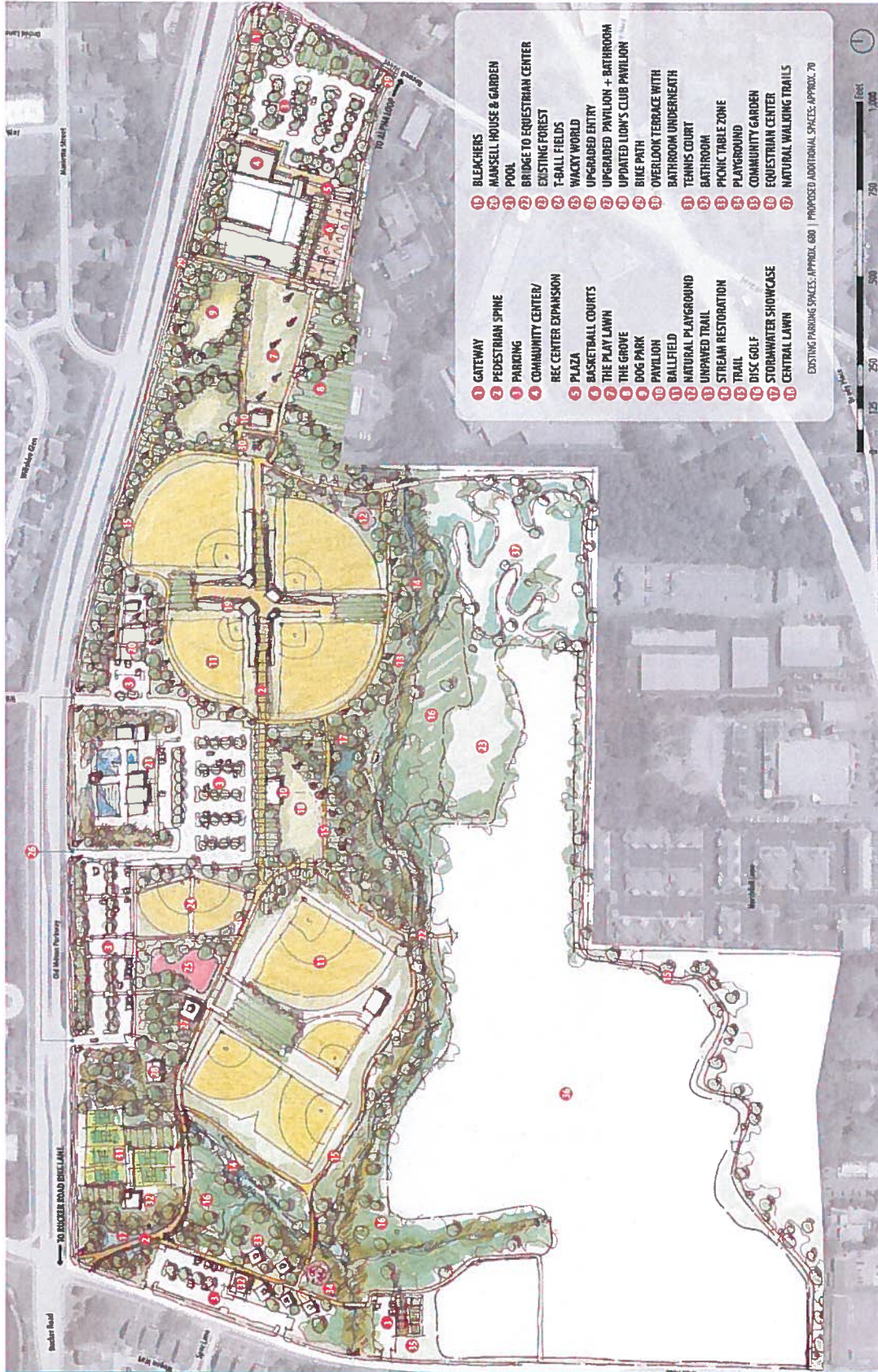
What is Removed/Replaced

- **Recreation Center**
(consolidated with Community Center)
- **Playground at Recreation Center**
(replaced with new nature play area)
- **Basketball Courts**
(removed and rebuilt at Community Center)

What is New

- New park gateways
- Central Lawn
- The Grove
- Grand pavilion/overlook
- Stream restoration
- Bike path connections to Alpha Loop and Rucker Rd bike lanes
- Picnic zone

DRAFT Preferred Concept



Return your
feedback form on
your way out!

[illegible]

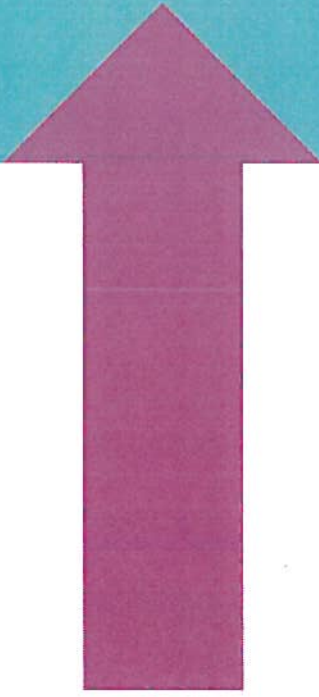
Upcoming Dates

**September 17, 6:30pm:
Council Workshop**

**Early October: Draft
Master Plan**

**Tuesday, October 9:
Recreation Commission**

**Monday, October 15:
Council Approval**



**Want to get more
involved?**

*Be sure to sign up for the
Friends of Wills Park email
list!*



City Council Meeting and Public Hearing STAFF REPORT

Submitting Department: Public Works

Submitted By:

Meeting Date: October 15, 2018

I. AGENDA ITEM TITLE: BIG CREEK GREENWAY EXTENSION - DESIGN SERVICES CHANGE ORDER

II. RECOMMENDATION:

Please approve the change order in the amount of \$119,600.00 to POND for design services associated with the Big Creek Greenway, 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: \$119,600 CHANGE ORDER BRINGING
THE TOTAL POND CONTRACT FOR DESIGN SERVICES TO
\$527,025.

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Greenway Extension to Forsyth (31761150-541300-C1708; POND CO #1)	\$119,600.00

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

This request is for additional design services necessary to prepare construction documents for the extension of the Big Creek Greenway from its current end at Marconi Drive to the North. The specific adjustment is to route the greenway along Marconi Drive and Windward Parkway to a location behind office buildings along Windward Plaza. The additional scope encompasses surveying and performing several hydrological studies due to the trail traversing within flood plain and wetland areas. Trails/Greenways are permitted to be built in these area, the required studies are necessary to confirm the greenway will not affect downstream or upstream conditions.

Pond & Company's design services will include:

- Updated survey information
- Preparation of construction documents
- Hydrological studies
- Hydrological and flood studies for all creek crossings
- Geotechnical services related to bridge foundations, walls, and elevated trails

The current contract for POND design services totals \$407,425. This change order (CO#1) will bring the total design services contract value to \$527,025. Staff has reviewed the estimated hours and survey cost allocation contained within the POND proposal and finds them to be reasonable given the scope.

Once a notice to proceed is issued, design and permitting is anticipated to be completed within 4 months. One component of the schedule the designers cannot control is the review and approval time associated with permitting of outside City of Alpharetta Agencies. Due to the about of wetlands and floodplain in the vicinity of the Greenway, the design team needs to work within the parameters of the United States Army Corps of Engineers (USACE). The overall goal is to have all permits obtain and the ability to bid the project for construction in April 2019.

V. ALTERNATIVES:

VI. ATTACHMENTS:

2018_09_13_BG Greenway Alt Route_POND AddServiceProposal



3500 Parkway Lane, Suite 500
Peachtree Corners, Georgia 30092

T: 678.336.7740 | F: 678.336.7744
www.pondco.com

September 13, 2018

Pete Sewczwicz
Director of Public Works
Alpharetta City Hall
2 Park Plaza
Alpharetta, Georgia 30009
678-297-6219
psewczwicz@alpharetta.ga.us

Re: Big Creek Greenway Extension – Add Services Alternative Alignment Design

PROJECT DESCRIPTION

The Alpharetta Big Creek Greenway corridor from the Marconi Drive Trailhead to Union Hill Park/McGinnis Ferry Road is currently under design. The Client has requested Pond to delete a portion of the current design and replace it with an alternative route from Marconi Drive to Windward Place Apartments. This add service proposal will provide additional survey, environmental screening and permitting, and design services for the revised trail alignment based on a conceptual design provided in June 2018 by Pond (see Exhibit A – Option B). The revision of the proposed trail alignment has lengthened the trail from approximately 9,600 linear feet (LF) to 12,700 LF. The segment of trail deleted from the project is 3,400 LF, the new alignment addition being 6,500 LF.

Additional areas of survey, approximately 15 acres, are needed to complete full construction documents. As areas near streams are prone to flooding and low-lying land, the presence of wetlands is anticipated, and therefore will require new environmental field work to locate wetlands, stream buffers and identify any potential resources. During the course of the current contract, it was determined that a ACOE Nationwide Permit will be required for trail construction through wetlands. This was not in the current scope and is included below as part of the requested additional services.

The design of the project includes the tasks necessary to revise the current drawing set to remove the current survey and alignment information, add the new survey into the base data, revise and update the trail alignment. It includes adding drawings to the project for the additional length, and engineering adjustments to the hydrology and stormwater studies. The specific tasks for the additional project length are described in the scope of services, below.

If you have any questions, please do not hesitate to call.

Sincerely,

Brad Jones, PLA, ASLA
Project Manager

Bob Williams, PE
Vice President
POND



3500 Parkway Lane, Suite 500
Peachtree Corners, Georgia 30092

T: 678.336.7740 | F: 678.336.7744
www.pondco.com

SCOPE OF SERVICES

Task 1 – Update Environmental Screening, Nationwide Permitting

Environmental Screening:

Per National Wetlands Inventory and based on findings in the previous study area, Pond will delineate state- and federally-regulated waters and wetlands as well as potentially suitable habitat for federally-protected species within the project area. This effort will include a desktop review of available data and field identification of regulated resources. Our staff will identify, document, and delineate regulated wetlands and waters in accordance with standard United States Army Corps of Engineers (USACE) protocols. Wetland areas will be flagged with orange survey tape labeled WETLANDS BOUNDARY” and field located using a Trimble sub-foot global positioning unit (GPS). During field delineations, an analysis of connectivity to other waters and wetlands will be performed. Pond will prepare a brief Environmental Screening Report of findings to include a description of resources, discussion of permit drivers and risks, appropriate data forms, and figures. Pond will provide electronic files of resource boundaries for incorporation into project design.

Cultural Resources Desktop Screening:

Pond will conduct a desktop screening of known cultural resources in the vicinity of the project. The Georgia Archaeological Site Files will be reviewed and known cultural resources will be assessed. Findings will be incorporated into the Environmental Screening Report

USACOE Nationwide Permitting:

Areas of the initial alignment are within jurisdictional wetlands and will require approval within nationwide permitting. Pond will prepare a pre-construction notification (PCN) package for use of Nationwide Permit 14, Linear Transportation Projects.

Task 2 – Updated Boundary, Topographic, Utility, and Tree Survey

Property/Topographic Survey:

Pond will utilize the services of a surveying firm to establish survey control, locate property monumentation and perform property analysis of approximately eight (8) parcels of land for the subject project in order to accurately locate adjacent properties. All survey data will be established using the NAD83 Georgia State Plane Coordinate System (West Zone) and the NAVD88. A field run topographic survey will then be prepared for the proposed 15-acre area to encompass the 6,500 linear feet of proposed trail. Location of Wetlands as delineated, location of utilities and trees from tasks referenced below will be performed as part of this task.

Tree Survey/Report per City of Alpharetta:

Pond’s surveyor will utilize the services of a private Certified Arborist to locate and mark the required trees in accordance with City of Alpharetta requirements. Surveyors will then field locate said trees while obtaining topographic data.

Underground Utilities (Quality Level B):

Pond’s surveyor will utilize the services of a private utility marking service to have existing underground utilities marked within the survey corridor prior to beginning field location of improvements. The surveyors will locate utility markings upon completion of the service by others and combine information within the

overall survey. Services performed by the private utility marking company will be provided at Quality Level B for the overall survey area.

Underground Utilities (Quality Level A):

Pond's surveyor will utilize the services of a private utility marking service to have existing underground utilities excavated at four (4) test hole locations only, as directed by Client within "Utility Area A" The surveyor will locate test holes and depths upon completion of the service by others and combine information within the overall survey. Services performed by the private utility marking company will be provided at Quality Level A for the subject area.

Task 3 – Design

Design Development

- Pond will visit the project site to observe the existing conditions and review the completed survey;
- Pond will add the added survey data to the current base map being used for the design; Pond will commence design plans for this revised alignment.
- Pond will prepare Design Development Documents for the additional corridor and add to the current set of drawings as follows:
 - Existing Conditions Plan (copy of sealed survey)
 - Site Demolition Plan
 - Tree Removal and Protection Plans
 - Site layout plan
 - Grading and drainage plan including storm drainage profiles and calculations
 - Preliminary Hydrological and Flood studies.
 - Preliminary Bridge Design (Camp Creek).
 - Preliminary Construction details.
- Access easement exhibits and diagrams will be developed to facilitate the finalization of the trail corridor.
- Design Development Plans will constitute approximately 50% design and include a preliminary cost estimate.
- Bridge Design shall be coordinated with a third party, sole-sourced provider of bridges for the project, as approved by the City.
- Pond will prepare a preliminary stormwater management analysis for sizing and massing of the stormwater management facilities such as detention and water quality devices and measures;
- Task 2 will be reviewed and coordinated with the Client for concurrence before moving forward with the construction documents;

Construction Documents

Upon approval of Design Development Plans, Pond will incorporate client comments and prepare Construction Documents per our existing contract. Plans shall be submitted to the client for review and comment at 75% and 90% complete. Client shall provide approval before Pond continues to the next milestone level of completion. 90% plans shall be sufficient for permit review. 100% plans will be issued upon incorporation of any City permit review comments, and acceptance of plans by City through issuance of permit.

Construction Documents shall be as follows:

- Existing Conditions Plan (copy of sealed survey)
- Site Demolition Plan

- Tree Removal and Protection Plans
- Site layout plan
- Grading and drainage plan including storm drainage profiles and calculations
- Utility plans and profiles
- Erosion and sedimentation control plans (3 phase)
- Site construction details
- Pedestrian Bridge and Bridge Foundations: Upon determination of bridge length and style, performance specifications will be provided in the plans for the contractor to solicit design and fabrication services of a pre-engineered truss bridge manufacturer.
- Hydrological Studies for all necessary creek crossings
- Flood study – a flood study will be necessary to permit the bridge over streams within a FEMA regulated floodplain. Bridge design/placement and flood study will be coordinated to result in a ‘no-rise’ condition.
- Signing and Marking Plans – to utilize City of Alpharetta signage and branding standards; POND will provide sign content for wayfinding and interpretation. (construction detail sign design is not included)
- Book form (Masterspec) Specifications.
- Landscape Plans, Notes, Legends, and Details, including enlargements of critical areas.
- Updated Cost Estimate at 90% submittal.
- E&S NOI and NOT applications.
- Stormwater Pipe and Profile design for drainage swales required to properly drain stormwater around or under the trail.
- Pond will prepare a final stormwater management analysis and report to meet the City requirements, as applicable;

Scope Assumptions and Exclusions:

- Expenses, Geotech services and Construction Phase Services are currently under contract and are not a part of this additional scope.
- Stream buffers will be avoided to the greatest extent possible, and stream crossings will be made within the limits of variance from perpendicular to avoid the need for an EPD stream buffer variance. Multi-use trail bridges are exempt from the need of a stream buffer variance. Therefore, a buffer variance is not anticipated and is not included in our fee. Should a buffer variance be necessary, then Pond can conduct this work in-house as an add service.
- No services have been included for environmental design/coordination associated with contaminated soil/groundwater, endangered species, or historic/archeological resources.
- Permitting shall consist of preparing plans and associated forms/documents for review only. POND shall prepare responses/revise design to address review comments provided by local and state agencies.
- A letter of floodplain map revision is not included (CLOMR or LOMR.); FEMA coordination is not included.
- GDOT oversight and compliance is not a requirement and is therefore excluded.
- Permitting shall be limited to USACE Nationwide Permit, EPD review of ESCP plans, City of Alpharetta LDP, NOI, and NOT.

- Water quality monitoring and inspections associated with NPDES permit will be provided by the construction contractor with the exception of the initial inspection of perimeter controls (7-day inspection), which will be provided by Pond as part of the scope of services.
- Cost estimate is purely an estimate, POND will provide our best estimates based upon currently known values, but there is no guarantee associated with the estimate, and it is acknowledged that POND cannot control market fluctuations in labor or material construction costs.
- All permit, review, impact, or mitigation fees shall be paid by the City of Alpharetta.
- Irrigation design and specification is not included.
- Field-run survey of the as-built condition, upon completion of construction of this scope of work, is the responsibility of the construction phase contractor.
- The project is understood to be funded entirely by local money; should state or federal dollars be applied to the project, additional services may be required to meet additional regulatory requirements for design and engineering.
- It is assumed the trail will include a pedestrian bridge over Camp Creek parallel to Windward Parkway.

The following tasks are not included in this scope:

- ALTA/NSPS Land Title Survey Title.
- Search; Individual Boundary Surveys for each parcel
- Lake Surveys
- Preparation of Easement Documents
- Preparation of Right-of-way Acquisition Documents
- Recording of Survey in accordance to HB 76
- Construction Phase Services
- Review or Recording Fees

PRELIMINARY SCHEDULE

The following major tasks are scheduled as follows:

-Topo Survey/Environmental Screening:	42 Days from NTP
-Schematic Design	55 Days from NTP (Concurrent with Survey)
-Design Development	90 Days from NTP
-Nationwide 14 Permitting	115 Days from NTP
-Construction Plans	125 Days from NTP
-Bidding Period	155 Days from NTP - April/May 2019 Timeframe
-Construction Phase	420 Days from NTP

FEE STRUCTURE

Pond shall receive compensation for the above-described responsibilities as broken out below. Fees are to be billed monthly based on services provided.

Task 1 – Update Environmental Screening, Nationwide Permitting	\$16,900
Task 2 –Survey	\$31,700
Task 2B – Survey SUE Level ‘A’ Test Hole allowance (\$1,500 per hole)	\$6,000
Task 3 - Design	\$65,000
TOTAL	\$119,600

Exhibit A – Proposed Alignment Option B (Green Line)



BIG CREEK GREENWAY- ALTERNATIVES A & B ON SEGMENT 1&2
(MARCONI DRIVE/WINDWARD PARKWAY/WINDWARD PLAZA TO WINDWARD PLACE APARTMENTS.
DATE: 2018.06.15

SCALE: 1" = 200'



City of Alpharetta

Big Creek Greenway Extension Marconi/Windward Alternative Alignment Add Service

SUMMARY BY PHASE

COST AMOUNT OF CONTRACT PROPOSAL

9/13/2018

PHASE AMOUNTS

Task 1 Environmental/Nationwide 14
Task 2 Survey
Task 3 Design

\$16,900
\$37,700
\$65,000

TOTAL DESIGN COST FOR ALL SEGMENTS

\$119,600

City of Alpharetta

PROJECT:

Big Creek Greenway Extension
 Marconi/Windward Alternative Alignment Add Service
 Task 1 Environmental/Nationwide 14

PERSONNEL	EST. HOURS	RATE/HR.	COST \$	TOTALS
PRINCIPAL	0	\$200	\$0	
DESIGN DIRECTOR	4.8	\$150	\$720	
PROJECT MANAGER	26.0	\$120	\$3,120	
SENIOR ENGINEER	0	\$130	\$0	
ENGINEER	0	\$100	\$0	
SENIOR LANDSCAPE ARCHITECT	0	\$110	\$0	
LANDSCAPE ARCHITECT	0	\$90	\$0	
TECHNICIAN / DRAFTER	0	\$80	\$0	
SENIOR REGULATORY SPECIALIST	10	\$155	\$1,550	
PROJECT SCIENTIST 1	28	\$110	\$3,080	
SCIENTIST 2	66	\$90	\$5,940	
CLERICAL	0	\$60	\$0	
				\$14,410
TOTAL DIRECT LABOR				40.8 Manhours
TOTAL DIRECT LABOR				\$14,410
DIRECT COSTS (SPECIFY):				
	PHOTOGRAPHY & VIDEO		\$0	
	REPRODUCTION		\$0	
	SUPPLIES		\$41	
	TRAVEL		\$100	
	MAIL & DELIVERY		\$50	
SUBCONSULTANTS (LIST):				
	Cultural Resources		\$0	
			\$2,299	
OTHER DIRECT COSTS (LIST):				
TOTAL DIRECT COSTS				\$2,490
COST AMOUNT FOR PHASE				\$16,900

City of Alpharetta

PROJECT:

Big Creek Greenway Extension

Marconi/Windward Alternative Alignment Add Service

Task 2 Survey

PERSONNEL	EST. HOURS	RATE/HR.	COST \$	TOTALS
PRINCIPAL	0	\$200	\$0	
DESIGN DIRECTOR	0	\$150	\$0	
PROJECT MANAGER	0	\$120	\$0	
SENIOR ENGINEER	0	\$130	\$0	
ENGINEER	0	\$100	\$0	
SENIOR LANDSCAPE ARCHITECT	0	\$110	\$0	
LANDSCAPE ARCHITECT	0	\$90	\$0	
TECHNICIAN / DRAFTER	0	\$80	\$0	
CLERICAL	0	\$60	\$0	
				\$0
TOTAL DIRECT LABOR				0 Manhours
DIRECT COSTS (SPECIFY):				\$0
	PHOTOGRAPHY & VIDEO			\$0
	REPRODUCTION			\$0
	SUPPLIES			\$0
	TRAVEL			\$0
	MAIL & DELIVERY			\$0
SUBCONSULTANTS (LIST):				\$0
	Survey			\$37,700
OTHER DIRECT COSTS (LIST):				
TOTAL DIRECT COSTS				\$37,700
COST AMOUNT FOR PHASE				\$37,700

City of Alpharetta

PROJECT:

Big Creek Greenway Extension
 Marconi/Windward Alternative Alignment Add Service
 Task 3 Design

PERSONNEL	EST. HOURS	RATE/HR.	COST \$	TOTALS
PRINCIPAL	6	\$200	\$1,200	
DESIGN DIRECTOR	50	\$150	\$7,500	
PROJECT MANAGER	116.00	\$120	\$13,920	
SENIOR ENGINEER	42	\$130	\$5,460	
ENGINEER	140	\$100	\$14,000	
SENIOR LANDSCAPE ARCHITECT	46	\$110	\$5,060	
LANDSCAPE ARCHITECT	198	\$90	\$17,820	
TECHNICIAN / DRAFTER	0	\$80	\$0	
CLERICAL	0	\$60	\$0	
				\$64,960
TOTAL DIRECT LABOR				598 Manhours \$64,960
DIRECT COSTS (SPECIFY):				
	PHOTOGRAPHY & VIDEO			\$0
	REPRODUCTION			\$0
	SUPPLIES			\$0
	TRAVEL			\$40
	MAIL & DELIVERY			\$0
SUBCONSULTANTS (LIST):				\$0
OTHER DIRECT COSTS (LIST):				
TOTAL DIRECT COSTS				\$40
COST AMOUNT FOR PHASE				\$65,000



City Council Meeting and Public Hearing

STAFF REPORT

Submitting Department: Public Safety
Submitted By: Will Merrill
Meeting Date: October 15, 2018

I. AGENDA ITEM TITLE: FIREFIGHTER TURNOUT GEAR (RFP 19-102)

II. RECOMMENDATION:

Please award the contract for Fire Department Structural Turnout Gear (RFP 19-102) to Bennett Fire Products Company, Inc. 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: YES

TOTAL PROJECT COST:

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Turnout Gear (Replacements; 30131150-542100-C1401)	\$100,000.00
Turnout Gear (Initial Issue; 30131150-542100-C1401)	\$35,000.00

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

The Department of Public Safety annually purchases Fire Department Structural Turnout Gear and Pull-on boots for our Firefighter personnel as either initial issue or as replacement for out of service gear. With this RFP, it is the City's intent to award a 5-year non-exclusive contract to vendor(s) that best met the requirements listed in the RFP.

The Department of Public Safety and Finance Department worked together to prepare a Request for Proposal (RFP 19-102) and advertised for proposals on August 16, 2018 with a Response due date of September 12, 2018. The City received qualified proposals from the following three firms; Bennett Fire Products Company, Inc., Georgia Fire and Rescue, and NAFECO. Witmer Public Safety Group submitted a bid that was deemed non-responsive.

The Evaluation Committee met September 25, 2018 to tabulate the overall scores. Each proposal was evaluated based on the following;

- Ordering to Delivery Time (34%)
- Location of site supplying items and service to the City (19%)
- Approach to Project/Method of Providing Service/Scheduling/Ordering (44%)
- Alpharetta vendor preference (3%)

The resulting scores for the proposals were as follows (ranking of "1" to "5" with "5" being the highest):

- 4.19Bennett Fire Products
- 3.20NAFECO
- 3.15Georgia Fire and Rescue

Pricing for the turnout gear was consistent among all proposers with a delta of 3% between the highest and lowest cost proposals. Bennett Fire Products cost submission for the turnout gear totaled \$2,730 for the set (jacket, pants, boots). Turnout gear replacement schedule is non-standard and depends on the age of the underlying gear to be replaced. The National Fire Protection Association recommends a 10-year service life for turnout gear. Based on this life expectancy, the department anticipates replacement of approximately 33 sets of gear in fiscal year 2019. Replacement gear is funded through the Capital Fund due to the non-standard nature of the replacements. Funding for initial-issue gear (e.g. new hires) is provided through the General Fund.

The Public Safety Department desires to enter into a contract with Bennett Fire Products Company, Inc. as the highest ranking proposer for the purchase of Structural Turnout Gear and Pull-on Boots. The Department has sourced turnout gear from Bennett Fire for many years and found their product quality and service delivery to be exceptional. Therefore, staff recommends award of RFP 19-102 to Bennett Fire Products Company, Inc.

V. ALTERNATIVES:

VI. ATTACHMENTS:

RFP 19-102 Fire Dept Structural Turnout Gear, RFP 19-102 Record of Receipt, RFP 19-102 Record of Evaluation, RFP 19-102 Cost Proposal-Bennett Fire Products

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



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

RFP TITLE:	FIRE DEPARTMENT STRUCTURAL TURNOUT GEAR
RFP #:	19-102
RFP RESPONSE DUE DATE/TIME:	SEPTEMBER 12, 2018; 10:00 AM
RFP ISSUE DATE:	AUGUST 16, 2018
NUMBER OF PAGES:	56

SINGLE POINT OF CONTACT DURING PROCUREMENT PROCESS

PROCUREMENT AGENT: Debora Westbrook
City of Alpharetta Phone: 678-297-6052 FAX: 678-297-6093
Finance Department Email: purchasing@alpharetta.ga.us
2 Park Plaza Procurement Website: <https://www.ebidexchange.com/alpharetta>
Alpharetta, GA 30009

INSTRUCTIONS TO SUBMIT A PROPOSAL:

1. CITY HALL NORMAL HOURS FOR DELIVERIES: MON-THURS 8:30 AM–5:00 PM; FRI 8:30 AM–4:30 PM
2. PROPOSAL PACKAGE MUST BE SEALED IN OPAQUE PACKAGING; NO FAXED OR EMAILED RESPONSES ACCEPTED
3. SUBMIT UNBOUND (3-RING BINDER OK) **ONE** PAPER ORIGINAL WITH ORIGINAL SIGNATURES; **THREE** 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 CASHIER'S OFFICE**
2 PARK PLAZA
ALPHARETTA, GA 30009
ATTN: DEBORA WESTBROOK

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

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

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

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

FIRM/OFFEROR NAME: _____

FIRM/OFFEROR MAILING ADDRESS: _____

FIRM/OFFEROR PHONE NUMBER(S): _____

FIRM/OFFEROR FAX NUMBER(S): _____

EMAIL ADDRESS FOR OFFEROR'S CONTACT: _____

AUTHORIZED OFFEROR SIGNATURE: _____

PRINTED NAME OF SIGNER: _____

OFFEROR FEDERAL I.D. NUMBER: _____

OFFEROR DUNS NUMBER: _____

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SECTION 1: SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE</u>
1. RFP Issue Date	Thursday, August 16, 2018
2. Deadline for Receipt of Written Questions	Friday, August 31, 2018; 4:00 PM
• 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	
3. Deadline for Posting of Written Answers	Wednesday, September 5, 2018; 4:00 PM
• Answers to questions for clarification can be found within the question tab found within the solicitation posting online 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	
4. RFP Response (Proposal) Due Date/Time	Wednesday, September 12, 2018; 10:00 AM
• Regardless of cause, late responses will not be accepted and will automatically be disqualified from further consideration. See Appendix D, Section A.4	

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

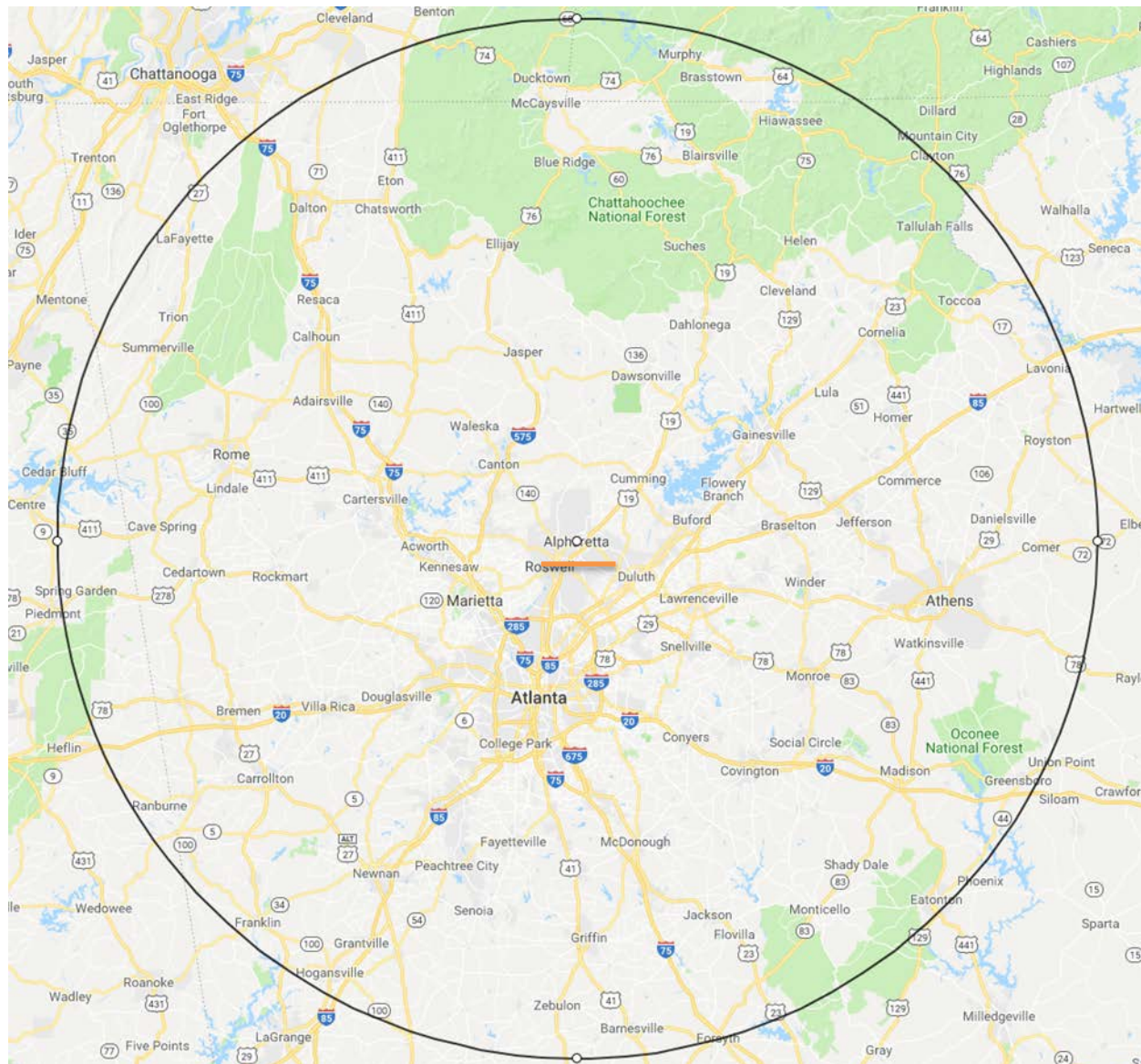
2.1 City's Intent

The City of Alpharetta (City) is requesting proposal responses from Offerors experienced in working with a municipality and Fire Department personnel for the provisioning of Structural Turnout Gear and Pull-on Boots. The City's intent is to award a 5-year non-exclusive contract to one or more successful Offerors that supply the requested items. The City reserves the right to enter into contract with multiple companies for Structural Turnout Gear and Pull-on Boots.

Each Offeror shall understand that 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 changed, added to, or eliminated from the list by the City.

The successful Offeror shall have a convenient location for in-store fitting and ordering within a 75-mile radius of our City Hall, 2 Park Plaza, Alpharetta, GA (see example map below).

At no extra charge to the City, the Offeror shall also provide on-site measuring/fitting of Fire personnel at one or more of the City's Fire Stations if requested by the City. This request would be for multiple fittings for orders of multiple items.



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. **RFP 19-101 Cover Page** – Offeror's authorized official to complete, sign, and return with proposal response;
2. **Section 2.3, Scope of Work** – include all requested documents, information, etc. Explain any exceptions, clarifications, etc.;
3. **Section 3, Offeror Qualification and Requirements** – include all requested information and documents;
4. **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;
5. **Additional Appendices** (ONLY if applicable) – include all requested documents and information;
6. **Addenda Acknowledgement** (ONLY if applicable) – if any addenda are formally issued by the City.
7. **Section 4 – Separate Cost Proposal and Proposal Price Certification** to be within a sealed envelope within the sealed Proposal package.

2.3 Scope of Work

1. The Items requested in the RFP are :
 - Protective Jacket for Structural Fire Fighting
 - Protective Pants for Structural Fire Fighting
 - 14" Pull-on Boots for Structural Fire Fighting
2. For jacket and pants, the complete specification details, design, and materials criteria to afford protection to the upper and lower body, excluding head, hands, feet, against adverse environmental effects during structural firefighting is located in **Appendix F** of this RFP. All materials and construction will meet or exceed current NFPA and OSHA standards for structural fire fighters protective clothing.
 - Certified to NFPA 1971, Standard on Protective Ensembles for Structural Firefighting and Proximity Firefighting, Current Edition for Structural Fire Fighting and
 - NFPA 1992, Standard on Liquid Splash-Protective Ensembles and Clothing for Hazardous Materials Emergencies, Current Edition.
3. For boots, the complete specification details, design, and materials criteria to afford protection to the lower legs and feet, against adverse environmental effects during structural firefighting is located in **Appendix G** of this RFP. All materials and construction will meet or exceed current NFPA and OSHA standards for structural fire fighters protective clothing.
 - Certified to NFPA 1971, Standard on Protective Ensembles for Structural Firefighting and Proximity Firefighting, Current Edition for Structural Fire Fighting and
 - NFPA 1992, Standard on Liquid Splash-Protective Ensembles and Clothing for Hazardous Materials Emergencies, Current Edition.
4. Measuring and fitting shall be provided at Offeror's site within a 75-mile radius of our City Hall. For large orders requiring fitting of multiple Fire personnel, Offeror shall also provide on-site fitting at one or more of the City's Fire Stations if requested by the City at no extra charge to the City.
5. All items, Jacket, Pants, and Boots shall be manufactured in the United States.
6. Replying to this RFP is confirmation that the Offeror can and does comply with information within this RFP. Any Exceptions (exceeds request or cannot comply) must be noted in Offeror's response.
7. Offeror must complete and return specification forms found in Appendix F for protective jacket and pants, and in Appendix G for pull-on boots. Any exceptions require explanation. See instructions for completing at beginning of each appendix.

2.4 ePayables

Replying to this RFQ confirms Offeror's agreement to accept electronic payment (ePayables) of invoices if awarded a contract.

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.

The Contract price(s) and/or rates for the above-stated contract term will remain as offered in the Contractor's proposal cost submission and accepted/awarded by the City Council. Any contract extension beyond the above-stated contract term shall be based on the same terms and conditions as the original term with the exception of the price(s) or rates.

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 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 (measuring/fitting/ordering),
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

3.2.4 Approach to Project / 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. Items to address in proposal include, but may not be limited to:

1. Scheduling of sizing for new employees or for replacement turnout gear. Explain scheduling for fittings at Offeror's site and for on-site fitting at City's location.
2. Lead time for delivery once orders have been entered.
3. Warranty
4. Packaging and shipping information.
5. Order notifications.
6. Invoicing process.

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 carriers issuing such policies shall be or become unsatisfactory to the City, the Contractor shall deliver to the City representative upon demand a certified copy of any policy required herein for review. The Certificates of Insurance shall state that the City of Alpharetta is additionally insured.

- **Workers Compensation:** Workers Compensation \$500,000 per accident per employee with waiver of subrogation. Required documentation includes certificate from insurance company showing issuance of workmen's compensation coverage for the State of Georgia.
- **Comprehensive General Liability Insurance:**

Commercial General Liability	\$1,000,000 each occurrence
	\$1,000,000 aggregate
- **Comprehensive Auto Liability Insurance:**

Bodily Injury Liability	\$1,000,000 each occurrence
Property Damage Liability	\$ 100,000 each occurrence
- **Excess Umbrella Liability:**

Combined Single Limit Bodily Injury and / or Property Damage	\$1,000,000 each occurrence
	\$1,000,000 aggregate

Insurance; Indemnification. The awarded Contractor shall maintain the types and amounts of insurance set forth as from time to time reasonably shall be requested by the City. The awarded Contractor shall provide proof of such insurance to the City at the same time as the execution of any resulting Contract

and/or purchase order, and as and when requested by the City during the term hereof. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied. The awarded Contractor shall indemnify and hold the City harmless from all claims, demands, losses, attorneys' fees and liabilities of any type or nature arising out of or related to 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.

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 this Cost Proposal price and contract award by the City.
- 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.

[continues on next page]

Item	Regular Size		If any - Note Price Difference for Larger Sized Items			
	Note Regular Size Range	Regular Size Pricing	Note Large Size Range	Large Size Pricing	Additional Large Size Range	Additional Large Size Pricing
Protective Jacket for Structural Fire Fighting						
Protective Pants for Structural Fire Fighting						
Structural Fire Fighting 14" Pull-On Boots						

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 of Alpharetta 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 of Alpharetta; and
- Is not delinquent on any taxes/fees owed to the City of Alpharetta (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.

For all Offerors replying with Exceptions to the noted specifications:

A review of exceptions will be made prior to review of proposal. If the exceptions are acceptable, the evaluation committee will proceed with proposal review. If the exceptions are not acceptable to the City, the proposal will be deemed non-responsive and will not receive further review.

The City may request a sample of items for review before considering acceptable.

Phase I

Each Offeror will be evaluated individually using weights for each criterion below. A shortlist to proceed to Phase II will be developed based on Evaluation Committee's review of information provided.

Ordering to Delivery Time (Lead time for Delivery)	34%
Location of site supplying items and services to the City	19%
Approach to Project / Method of Providing Service / Scheduling / Ordering	44%
Alpharetta Vendor Preference	3%
Phase I Total	100%

Phase II

Only those Offerors on the short-list will be invited for further evaluation.

To facilitate review at this stage, the City will request a sample of all items offered by shortlisted firms (jacket, pants, boots), if a sample was not requested previously. Once requested, Offeror must be prepared to supply the samples to the City within one (1) week of notification.

After award recommendation to Council, Offerors may request the return of samples at Offeror's expense.

Review of Sample Items (jacket, pants, boots) for specification compliance.	60%
Cost Evaluation	40%
Phase II 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



DISCLOSURE FORM and CERTIFICATE OF NON-COLLUSION

Bidder must disclose any possible conflict of interest with any City of Alpharetta (City) elected official and/or employee and if a known relationship exists between any principal or employee of your corporation, firm, team, organization, or person and any City elected official and/or employee. Relationship may consist of financial, personal, or family relations or may be in the form of campaign contributions to elected officials.

If, to your knowledge, no relationship exists, this shall be stated in your response. Failure to disclose such a relationship (or lack thereof) may result in response being declared non-responsive and will not be considered further. If already awarded, may result in cancellation of a purchase and/or contract as a result of your response. Check one of the following, as it applies to your firm and this request. Use additional forms if needed:

- ☐ **No known relationship exists.** *If this box checked, skip to signature and firm information at bottom of form.*
- ☐ **Relationship does exist.** *If this box checked, include the name and position of the City Official to whom a campaign contribution was made or official/employee relationship. Use a separate form for each official to whom a contribution has been made within the past two (2) years or for additional official/employee relationships.*

Elected Official name and position:	
Amount/Value of Contribution:	
Date and description of Contribution:	
List other Relationship Type and name of City Employee/Official:	

By signing this form, I certify that:

- As an officer of this firm, or per the attached letter of authorization, I am duly authorized to certify the information provided herein is accurate and true; and my firm shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.
- That the firm's response is made without prior understanding, agreement, or connection with any corporation, firm, team, organization, or person submitting a response for the same materials, supplies, equipment, opportunity, or services and is in all respects fair and without collusion or fraud. My firm understands and agrees that bid/proposal collusion is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
- That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect. O.C.G.A. 45-10-20 through 45-10-28 provide that it is unlawful for a state [City] employee to transact business with the agency by which that person is employed for himself, on behalf of a business in which the employee or his/her spouse or dependents has a substantial interest, or on behalf of anyone as agent, broker, dealer, or representative. Transacting business in defined as selling real property, personal property, or services, or purchasing surplus real or personal property.

Firm's Full Legal Name:
(PLEASE TYPE OR PRINT)

Authorized Signature:

Printed Name and Title of Person
Signing:

Date:

Firm's Address:

Contact's Email Address:

**This form must be completed in its entirety, signed by the firm's authorized signer and returned with your response in order for the response to be eligible for consideration.*

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

Form W-9 (Rev. November 2017) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																																																		
Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.																																																			
	2 Business name/disregarded entity name, if different from above																																																			
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ _____																																																			
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)																																																			
	5 Address (number, street, and apt. or suite no.) See instructions.	6 City, state, and ZIP code																																																		
7 List account number(s) here (optional)		Requester's name and address (optional)																																																		
Part I Taxpayer Identification Number (TIN)																																																				
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="10" style="text-align: center;">Social security number</td></tr><tr><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td></tr><tr><td colspan="10" style="text-align: center;">or</td></tr><tr><td colspan="10" style="text-align: center;">Employer identification number</td></tr><tr><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td></tr></table>			Social security number																				or										Employer identification number																			
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Part II Certification																																																				
Under penalties of perjury, I certify that: - The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and - I am a U.S. citizen or other U.S. person (defined below); and - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																																				
Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____																																																		
General Instructions																																																				
Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9. 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-DIV (dividends, including those from stocks or mutual funds) - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) - Form 1099-S (proceeds from real estate transactions) - Form 1099-K (merchant card and third party network transactions) - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) - Form 1099-C (canceled debt) - Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i>																																																				
Cat. No. 10231X																																																				
Form W-9 (Rev. 11-2017)																																																				

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



AFFIDAVIT VERIFYING CONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

GEORGIA

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization (E-Verify) User Identification Number

Date of Authorization

Name of Contractor

Name of Project

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

APPENDIX B: OPTIONAL AND INFORMATIONAL FORMS

- **Optional Forms:** Submit with procurement response only if relevant.

1. Local Vendor Certification Form

- Return completed form with copy of current business license.
- To apply for the Alpharetta Vendor Preference the Vendor must meet the following requirements:
 - o Has a permanent place of business with full-time employee(s) within City of Alpharetta limits for a minimum of six months prior to the issuance date of any formal solicitation to which said business is responding;
 - o The permanent place of business must distribute goods/services and cannot be a post office box or a residence;
 - o Has a valid business license from the City of Alpharetta; and
 - o Is not delinquent on any taxes/fees owed to the City of Alpharetta (e.g. property taxes, business license fees, etc.).

2. Notice of 'No Bid' Only return if relevant.

- **Informational Forms:** To be held on file by Bidders/Contractors and available to City for review upon request:
 - 3. Affidavit Verifying Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9) *(if using subcontractor(s) – Prime Contractor to retain on file)*
 - 4. Affidavit Verifying Sub-Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9) *(if using sub-subcontractor(s) – Prime Contractor to retain on file)*

Local Vendor Certification Form

City of Alpharetta

Local Vendor Certification Form



Finance Department
2 Park Plaza
Alpharetta, GA 30009
Phone: 678-297-6094
Fax: 678-297-6063
www.alpharetta.ga.us

The City of Alpharetta has enacted an Alpharetta Vendor Preference (a.k.a. Local Vendor Preference) which applies to all formal procurements between \$50,000.01 and \$500,000.00 excluding Public Works Construction Projects (\$100,000.00 and greater), grant funded projects, and other exceptions as set forth in Section III(E) of the Alpharetta Purchasing Policy.

Invitation to Bid (ITB): An Alpharetta Vendor will be given preference in contract award if their responsive and responsible bid is within 3% of the low-bid offered by a non-Alpharetta vendor.

Request for Proposal (RFP): An Alpharetta Vendor will be provided a preference of 3% as an evaluation criterion.

Alpharetta Vendors must submit this form with their ITB/RFP to receive the preference.

Qualifications

A person or business entity must meet ALL of the following criteria to qualify as an Alpharetta Vendor. Please check all that apply.

- ☐ Has a permanent place of business with full-time employee(s) within City limits for a minimum of six months prior to the issuance date of any formal solicitation to which the business will be responding. The permanent place of business must distribute goods/services and cannot be a post office box or a residence.
- ☐ Has a valid business license from the City.
- ☐ Is not delinquent on any taxes/fees owed to the City (e.g. property taxes, business license fees, false alarm fees, etc.).

Certification

Business/Company Name:

Current Business/Company Address:

If the business has been located at the above address for less than six months, please provide the previous physical address below.

Previous Business/Company Address:

The place of business identified above employs the following number of full-time employee(s):

City of Alpharetta Business License #

Please provide a copy of you current City of Alpharetta Occupational Tax Certificate Business Registration (a.k.a. Business License) with your ITB/RFP response.

Business Representative Approval/Contact Information

Name (print):

Date:

Position Title:

Phone #:

Signature:

E-mail:

This Section is for City Use Only

Qualifications Verification:

Date:

Notice of "No Bid" Form

CITY OF ALPHARETTA NOTICE OF "NO BID"



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

SOLICITATION # _____

CLOSING/DUE DATE _____

IMPORTANT NOTICE – Please read

It is important to the City of Alpharetta to receive a reply from all invited bidders. There is no obligation to submit a bid, quotation, or proposal.

INSTRUCTIONS:

If you are unable, or do not wish to participate on this bid, quotation, or proposal, please complete this form in full and forward to the City's procurement division at the contact information provided below.

State your reason for not participating by checking the applicable space(s) or by explaining briefly in the space provided. If submitting a Notice of "No Bid", it is not necessary to return any other bid/quotation/proposal information in connection with this solicitation.

1. We do not manufacture/supply the commodity _____
2. We do not manufacture/supply to the specification _____
3. Cannot handle due to present work load _____
4. Quantity/job too large _____
5. Quantity/job too small _____
6. Cannot meet delivery/completion requirements _____
7. Agreements with distributors/dealers do not permit us to sell direct _____
8. Licensing restrictions _____

Other reasons/additional comments: _____

Do you wish to bid on these goods/services in the future? Yes _____ No _____

Firm Name _____

Firm Address _____

Signature of Person Authorized to Bind this Firm _____

Date _____

Typed or Printed Name and Title _____

Phone Number and E-mail Address _____

Email, Fax, or Mail to the Procurement Agent in charge of this solicitation at the contact number/address listed in Section 1.0. Mark the correspondence as "Notice of No Bid".

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



AFFIDAVIT VERIFYING SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (contractor) on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization (E-Verify) User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires

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



AFFIDAVIT VERIFYING SUB-SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

GEORGIA

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (contractor) on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of receipt of any affidavit from a sub-subcontractor to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract).

Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization (E-Verify) User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires

APPENDIX C: [not used]**APPENDIX D: PROCUREMENT INFORMATION****A. VENDOR INSTRUCTIONS****A.1 Single Point of Contact**

- Any vendor interested in responding to the procurement is not allowed to communicate with any City staff or elected officials regarding the procurement, except for communication with or at the direction of the City Procurement Agent in charge of the solicitation as designated by the City Procurement Officer and, if applicable, authorized communications at the Pre-Conference or Site Visit.
- Any unauthorized contact may disqualify the Vendor from further consideration.
- Single point of contact information is located on cover page of this document

A.2 Required Review

A.2.2 Review: Vendors should carefully review the procurement in its entirety including all instructions, requirements, specifications, addenda, and terms/conditions. Vendor shall promptly notify the Procurement Agent, identified as single point of contact for this solicitation, in writing according to Appendix D, Section A.2.4 Form of Questions concerning any ambiguity, inconsistency, unduly restrictive specifications, or error that may be discovered upon examination of the procurement.

A.2.3 Addenda: The City may revise the procurement by issuing an addendum prior to the Response Due Date/Time. The addendum will be posted on the City's website alongside the posting of the original procurement document at <https://www.ebidexchange.com/alpharetta>. Any publicly issued addendum will become part of the procurement documents for the project and part of any subsequent contract.

- Any material changes to the procurement, including changes to the Scope of Project/Specifications/Statement of Work, Schedule of Events, etc., will be formally communicated through an addendum that will be added to the solicitation posting, which can be found at <https://www.ebidexchange.com/alpharetta>.
- Any other form of interpretation, correction, or change to the procurement will not be binding upon the City.
- Vendors replying to the request must sign and return any addendum acknowledgement page with their response.
- Failure to submit the procurement response in accordance with an addendum may be cause for rejection.
- In unusual circumstances, the City may postpone an opening/due date and time in order to notify vendors of an addendum and to give vendors sufficient time to respond to the addendum.
- It is the vendor's responsibility to review the Schedule of Events and the web page for additional documents and/or addenda issued for the project.

A.2.4 Form of Questions:

- Questions must be addressed in writing using the question tab found within the solicitation posting at <https://www.ebidexchange.com/alpharetta>. Registration and login are required to view documents, ask questions, and view the City's responses.
- Questions must be received by the City on or before time and date noted in Section 1 Schedule of Events.
- Each question must be submitted separately.
- Each question must provide clear reference to the section, page, and item in question.
- Questions received after the deadline may not be considered.

A.2.5 City's Answers:

- The City will provide official written answers to all written questions received on or before Question Deadline noted in procurement Section 1 Schedule of Events.
- Answers to questions for clarification can be found within the question tab found within the solicitation posting at <https://www.ebidexchange.com/alpharetta>. Registration and login are required to view documents, ask questions, and view the City's responses.
- All questions will be answered within the question tab or in an officially posted addendum.

A.3 Pre-Conference, Site Visit (If Offered)

(1) If Offered, the date and time of a pre-bid conference or site visit will be noted in Section 1 Schedule of Events.

- **Mandatory Pre-Bid or Pre-Proposal Conference or Site Visit:** Mandatory pre-bid or pre-proposal conference or site visit will start on time. Late attendees may not be admitted or allowed to sign-in. Bids or Proposals will only be accepted from Vendors that were in attendance and signed-in at the meeting.
- **Voluntary Pre-Bid or Pre-Proposal Conference or Site Visit:** Participation in the conference is optional. However, it is advisable that all interested parties participate.
- For either Mandatory or Voluntary Conference, Event Registration prior to the conference is requested, but not necessary to attend. Registration may be completed at the Events tab found within the solicitation posting at <https://www.ebidexchange.com/alpharetta>
 - All responses to questions at the Pre- Conference or Site Visit will be oral and in no way binding on the City. (See Section A.2)

A.4 Submitting a Response to an ITB, RFP, RFQ

A.4.1 Failure to Comply with Instructions: The City may choose not to evaluate, may deem non-responsive, and/or may disqualify from further consideration any response that fails to comply with the instructions, is difficult to understand, is difficult to read, or is missing any requested information.

A.4.2 Standard Forms: Vendors **must** respond to the procurement by completing the standard forms set forth in Appendix A: Required Forms. The standard forms include legal requirements that must be met before the contract award process commences. See procurement Appendix A: Required Forms for further instructions.

A.4.3 Standard Contract: By submitting a response to the procurement, Vendor agrees to execute a contract materially incorporating those certain provisions set forth in all procurement documents and including, but not limited to Appendix D, Section C. Additional Terms and Conditions upon contract award by the City Council. However, the City notifies and the Vendor acknowledges that Additional Terms and Conditions does not define the total extent of the contract language.

A.4.4 Vendor's Signature:

- The Cover Page of the procurement and any other pages requiring signatures must be completed and signed in ink by an individual authorized to legally bind the entity submitting the response and must be submitted with the response.
- The Bid or Proposal Price Certification with Vendor's signature in response to the procurement represents, warrants, and guarantees that the prices quoted have been established without collusion and without effort to preclude the City from obtaining the best possible supply or service.
- By signing and submitting a response to the procurement, Vendor acknowledges and agrees that the Vendor has carefully examined and fully understands the provisions and requirements of this procurement; has made a personal examination of the Project site (if applicable); is satisfied as to the actual conditions, specifications/scope of work, and requirements; and hereby agrees that if Vendor's bid/proposal is accepted, Vendor will enter into a contract with the City and perform same in full conformance with the Contract Documents.
- Proof of authority of the person signing the response must be furnished upon request.

A.4.5 Organization of Response: Each response must be organized in the order set forth in Section 2.2 of the Procurement.

A.4.6 Late Submissions, Withdrawals, and Corrections:

Late Response: Regardless of cause, late responses will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor's sole risk to assure delivery to the receptionist's desk at the designated office by the designated Response Due Date/Time as noted in Section 1 Schedule of Events. Late responses will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

Response Withdrawal: A Vendor requesting to withdraw their Bid/Proposal prior to the Response Due Date/Time as noted in Section 1 Schedule of Events may submit a letter to the Procurement Agent for this procurement (noted on cover page of procurement) requesting to withdraw. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm.

A Vendor requesting to withdraw after the Response Due Date/Time as noted in Section 1 Schedule of Events will be required to submit a letter with documented facts supporting the reason for withdrawal within two (2) business days of the Response Due Date/Time. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. The Vendor must present clear and convincing evidence that an unintentional error was made. The Procurement Officer will review the withdrawal request and a judgment will be made. Generally for Bids, withdrawal is not permitted after Bids are opened (for reasons other than obvious clerical errors).

Response Correction: If an error is discovered prior to the Response Due Date/Time as noted in Section 1 Schedule of Events, the Vendor can submit a corrected response. The corrected response should be clearly marked to indicate that it replaces the original response.

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

A.4.7 Notice of "No Bid": It is important to the City of Alpharetta to receive a reply from all invited Vendors. There is no obligation to submit a bid, quotation, or proposal; however, if the vendor is unable or do not wish to participate in a procurement and the "Notice of No Bid" is not executed and returned to the City, the firm may be deleted from our list of qualified Bidders/Offerors. This form is located in Appendix B: Optional and Informational Forms.

A.5 Cost of Preparing a Response

A.5.1 City Not Responsible for Preparation Costs: The costs for developing and delivering bids, responses, proposals, or submissions to the procurement and any subsequent presentations of the procurement as requested by the City are entirely the responsibility of the Vendor. The City is not liable for any expense incurred by the Vendor in the preparation and presentation of their response.

A.5.2 All Timely Submitted Materials Become City Property: All materials submitted, including those from awarded Vendor as well as those from unsuccessful Vendors, in response to the procurement become the property of the City and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and Vendor resulting from the procurement process.

A.6 Accessing Procurement Opportunities and Vendor Registration

A.6.1 Accessing Procurement Opportunities Online: Vendors interested in responding to the procurement can locate all associated documents at <https://www.ebidexchange.com/alpharetta>. Registration and login at this eBid Systems site are required to view/download documents and view/ask questions.

A.6.2 Vendor Registration: Vendors may also register as a vendor with the City by going to www.alpharetta.ga.us, select the **Business** dropdown, and then choose **Vendors**. Web based registration is the method of registration used by the City for all transactions such as contracts, purchase orders, payments, etc. A Vendor may submit a response without first entering vendor registration, but online registration is required of an awarded contractor.

A.7 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. If applicable to this procurement, the form can be found in Information Forms.

Vendors must complete the **Local Vendor Certification** form 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 procurement.

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.).

B. RESPONSE RECEIPT AND EVALUATION PROCESS

B.1 Authority

The procurement is issued under the authority of the City of Alpharetta Procurement Policy and applicable law. The City has the authority to reject any and all Bids and to waive technicalities and informalities as further set forth in this section.

B.2 ITB: Receipt of Bids and Public Inspection

B.2.1 ITB Public Information:

During the opening of Bids, the Bidder's name, Bid amount and other pertinent information will be read aloud and recorded. No other information will be disclosed at that time. Each Bid and all information received in response to an ITB, including copyrighted material, is deemed "public record" in accordance with O.C.G.A. § 50-18-70, et seq., and will be subject to public inspection and copying shortly after Bid opening with the following four exceptions:

1. bona fide trade secrets that have been specifically identified, properly marked, separated, and documented and to which the Bidder has attached an affidavit declaring that such specific information constitutes a trade secret pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated, will not be disclosed; provided however, if the City determines that such specifically identified information does not in fact constitute a trade secret, the City will notify the Bidder of its intent to disclose such information prior to its initial disclosure as required by law;
2. matters involving individual safety, as determined by the City, may be withheld from disclosure;
3. any company financial information in the form of records containing tax matters or tax information that is confidential under state or federal law, which has been requested by the City to determine vendor responsibility, unless prior written consent has been given by the Bidder will not be disclosed;
4. any document or record, or portion thereof, containing information exempt from disclosure pursuant to O.C.G.A. § 50-18-70, et seq., may be withheld from disclosure as determined by the City; and
5. any other document or record, or portion thereof, mandated by law to be kept confidential, as determined by the City.

All open records requests must be presented in writing with specific items requested. The Open Records Request form is available from the City's main website and requested through the City Clerk's office.

B.2.2 Procurement Agent's Review of Bids: The Procurement Agent in charge of the solicitation will open and review the Bids and separate out any information that meets the referenced exceptions in *Section B.2.1* above, providing the following conditions have been met:

1. Documents or records containing information that the Bidder wishes to keep confidential must be specifically identified and clearly marked and separated from the rest of the Bid;
2. The Bid does not contain any such confidential material in the cost/price section; and
3. An affidavit from the Bidder specifically identifying information as a trade secret and declaring that such information constitutes a trade secret pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated is attached to each separated document or record in the Bid that Bidder wishes to be kept confidential because it contains trade secrets.

Information separated out under this process will be available for initial review only by the Procurement Officer, Procurement Agent, and limited other designees. Bidders acknowledge that the act of separating out such information by the Procurement Agent does not operate to exempt such information from disclosure as a public record; rather, the disclosure of such information is governed by O.C.G.A. § 50-18-70, et seq. Bidders should be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event an (open records) request is submitted by another party and the City determines that such information is subject to disclosure.

B.3 RFP/RFQ: Receipt of Proposals or Statements of Qualifications, Public Inspection

B.3.1 RFP/RFQ Public Information:

Upon receipt of all sealed proposals, only the name of each supplier and the date and time of receipt shall be recorded. No other information will be disclosed nor shall the proposals be considered open record until after council award. All information received in response to an RFP or an RFQ, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the council award with the following five exceptions:

1. bona fide trade secrets that have been specifically identified, properly marked, separated, and documented and to which the Offeror has attached an affidavit declaring that such specific information constitutes a trade secret pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated, will not be disclosed; provided however, if the City determines that such specifically identified information does not in fact constitute a trade secret, the City will notify the Offeror of its intent to disclose such information prior to its initial disclosure as required by law;
2. matters involving individual safety, as determined by the City, may be withheld from disclosure;
3. any company financial information in the form of records containing tax matters or tax information that is confidential under state or federal law, which has been requested by the City to determine vendor responsibility, unless prior written consent has been given by the Offeror will not be disclosed;
4. any document or record, or portion thereof, containing information exempt from disclosure pursuant to O.C.G.A. § 50-18-70, et seq., may be withheld from disclosure as determined by the City; and
5. any other document or record, or portion thereof, mandated by law to be kept confidential, as determined by the City.

All open records requests must be presented in writing with specific items requested. The Open Records Request form is available from the City's main website and requested through the City Clerk's office.

B.3.2 Procurement Agent's Review of Proposals and SOQs: The Procurement Agent in charge of the solicitation will open and review the Proposals or Statements of Qualifications (SOQ) and separate out any information that meets the referenced exceptions in *Section B.3.1* above, providing the following conditions have been met:

1. Documents or records containing information that the Offeror wishes to keep confidential must be specifically identified and clearly marked and separated from the rest of the Proposal or SOQ;
2. The Proposal or SOQ does not contain any such confidential material in the cost/price section; and
3. An affidavit from the Offeror specifically identifying information as a trade secret and declaring that such information constitutes a trade secret pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated is attached to each separated document or record in the Proposal or SOQ that Offeror wishes to be kept confidential because it contains trade secrets.

Information separated out under this process will be available for initial review only by the Procurement Officer, Procurement Agent, and limited other designees. Offerors acknowledge that the act of separating out such information by the Procurement Agent does not operate to exempt such information from disclosure as a public record; rather, the disclosure of such information is governed by O.C.G.A. § 50-18-70, et seq. Offerors should be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event an (open records) request is submitted by another party and the City determines that such information is subject to disclosure.

B.4 Classification and Evaluation of Responses

B.4.1 Initial Classification of Responses as Responsive and Responsible:

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

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

(2) Invitation to Bid (ITB):

B.4.2 Evaluation of Bids: During the evaluation of the Bids, the City reserves the right to request clarification of Bid responses, if deemed necessary for a complete evaluation of Bids. See Appendix D, Section A.4.6, Late Submissions, Withdrawals, and Corrections for allowable corrections.

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

The determination of the lowest responsive and responsible Bidder may involve all or some of the following factors. The City shall be the judge of the factors and will make the award in the best interest of the City.

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

B.4.3 Completeness of Bid: Selection and award will be based on the Bidder's Bid. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested.

B.4.4 Contract Award Based on Bid Response: Contract award, if any, will be made by City Council upon recommendation, to the Bidder providing the lowest responsive and responsible Bid and who provides all required documents.

- **Electronic Signature:** The City of Alpharetta may elect to electronically deliver contracts to the awarded contractor for digital signing. Both State of Georgia and Federal law recognize and uphold the use of electronic signatures. DocuSign is the City's current electronic signature solution allowing users to route and sign contracts and agreements securely.

(3) Request for Proposals (RFP):

B.4.5 Evaluation of Proposals: All responsive proposals will be evaluated based on stated evaluation criteria within the RFP. The City shall be the judge of the factors and will make the award in the best interest of the City.

B.4.6 Completeness of Proposals: Selection and award will be based on the Offeror's Proposal and other items outlined in the RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested.

B.4.7 Opportunity for Discussion/Negotiation and/or Oral Presentation/ Product Demonstration: After receipt of all proposals and prior to the determination of the award, the City may initiate discussions with one or more Offerors should clarification or negotiation be necessary. Offerors may also invite Offerors to a Presentation and Interview and/or product demonstration to clarify their RFP response or to further define their offer. In either case, Offerors should be prepared to send qualified personnel to the City to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the Offeror's expense.

B.4.8 Best and Final Offer: The "Best and Final Offer" is an option available to the City under the RFP process which permits the City to request a "best and final offer" from one or more Offerors if additional information is required to make a final decision. Offerors may be contacted asking that they submit their "best and final offer", which must include any and all discussed and/or negotiated changes.

B.4.9 Evaluation Committee Recommendation for Award: The Evaluation Committee will provide a written recommendation for award to the Procurement Agent that contains the ranking and related supporting documentation for its decision. The Procurement Agent will review the recommendation to ensure its compliance with the RFP process and criteria before concurring with the Evaluation Committee's recommendation.

B.4.10 Contract Award: Contract award, if any, will be made by City Council upon recommendation from the Evaluation Committee to the highest-ranking Offeror who provides all required documents and successfully completes the negotiation process.

- **Electronic Signature:** The City of Alpharetta may elect to electronically deliver contracts to the awarded contractor for digital signing. Both State of Georgia and Federal law recognize and uphold the use of electronic signatures. DocuSign is the City's current electronic signature solution allowing users to route and sign contracts and agreements securely.

(4) Request for Qualifications (RFQ):

B.4.11 Evaluation of SOQs: The Evaluation Committee will evaluate the Statements of Qualifications (SOQ) and recommend whether to award to the highest-ranking Offeror or add to the Approved list to participate in any subsequent RFP or ITB process; or if necessary, to seek additional information in order to determine the highest-ranking Offeror(s).

All responsive SOQs will be evaluated based on stated evaluation criteria within the RFQ. These rankings will be used to determine the most advantageous offering(s) to the City.

B.4.12 Completeness of SOQs: Selection and award will be based on the Offeror's SOQ and other items outlined in the RFQ. Submitted responses may not include references to information

located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by Offerors outside the formal SOQ or additional information, if requested, will not be considered, will have no bearing on any award, and may result in the Offeror being disqualified from further consideration.

B.4.13 Opportunity for Interview: After receipt of all SOQs and prior to the determination of the award (or addition to Approved list for subsequent RFP or ITB process), the City may invite Offerors to an interview to clarify their RFQ response or to further define the SOQ. Offerors should be prepared to send qualified personnel to the City to discuss technical and contractual aspects of the SOQ. Interviews, if requested, shall be at the Offeror's expense.

B.4.14 Evaluation Committee Recommendation for Award or Shortlisted Offeror List: The Evaluation Committee will provide a written recommendation to council for any award. If it is determined to be necessary, the Evaluation Committee may develop and present a shortlist including the highest ranked Qualified Contractors to the Procurement Officer that contains the ranking and related supporting documentation for its decision. The Procurement Officer will review the recommendation to ensure its compliance with the RFQ process and criteria before concurring with the Evaluation Committee's recommendation.

Only the Offerors included in the shortlist may be invited to participate in any subsequent RFP/ITB or interviews for the good/service detailed herein. Contract award, if any, will be made through the RFP/ITB to the highest-ranking Offeror(s)/Bidder(s) who provides all required documents and successfully completes the contract negotiation process.

RFQ's may not result directly in a Contract Award. An RFQ may be Step 1 of a two-step process followed by an RFP or ITB to be issued only to shortlisted Offerors determined through SOQ evaluation to be Qualified Offerors.

B.5 City's Rights Reserved

While the City has every intention to award a contract as a result of the procurement process, issuance of the ITB, RFP, or RFQ in no way constitutes a commitment by the City to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

- cancel or terminate the ITB, RFP, or RFQ at any time. A notice of cancellation will be issued on the City's website. If the ITB, RFP, or RFQ is cancelled, the City will not reimburse any vendor for the preparation of their Response. Responses may be returned, at Vendor's expense, upon request if unopened;
- reject any or all Bids, responses, or submissions received in response to the ITB, RFP, or RFQ;
- waive and/or amend any technicalities or informalities, or undesirable, inconsequential, or inconsistent provisions or specifications of the ITB, RFP, or RFQ which would not have significant impact on any Bid or response;
- not award a contract if it is in the best interest of the City not to proceed with contract execution; and
- terminate any contract if the City determines adequate funds are not available.

C. ADDITIONAL TERMS AND CONDITIONS

Certain City standard terms and conditions, which will be incorporated into the Contract, are set forth below ("Terms and Conditions"). Vendors should notify the City of any Terms and Conditions that either preclude them from responding to this procurement or add unnecessary cost. This notification must be made by the deadline for receipt of written questions or with the Vendor's response. Any requests received prior to the deadline for receipt of questions for material, substantive, important exceptions to the Terms and Conditions will be addressed by formal written addendum issued by the designated Procurement Agent. The City reserves the right to address any non-material, minor, and/or insubstantial exceptions to the Terms and Conditions.

C.1 Additional Contract Provisions and Terms

The procurement, including all documents and appendices attached hereto, referenced herein and/or incorporated herein, and any addenda hereto, and the response of the awarded Contractor, including any amendments thereto, will be incorporated into the Contract (as previously set forth, all of such documents are collectively referred to as the "Contract Documents").

The Terms and Conditions set forth herein do not define the total extent of the contract language. In the event of a conflict or dispute as to the duties and responsibilities of the City and Contractor under any resulting Contract Documents, the Contract, will govern in accordance to the order of precedence set forth therein.

C.2 Performance Prior to Contract Execution

The successful Contractor shall not begin performance of the Project prior to the execution of a formal written contract by the City and the successful Contractor. Any Contractor beginning performance prior to the execution of the Contract shall be deemed to be proceeding at the Contractor's risk, and shall not be entitled to any compensation for such performance. Under such circumstances, the City reserves the right to withdraw or cancel the award of the procurement.

C.3 Subcontractors

The lowest responsive and responsible Contractor will be the prime contractor if a contract is awarded and executed and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the Contractor's response to this procurement. The City reserves the right to approve all subcontractors. The Contractor shall be responsible to the City for the negligent acts and negligent omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within the procurement, or otherwise in the Contract Documents created as a result of any contract award derived from the procurement, shall create any contractual relationships between any subcontractor of the Contractor and the City.

C.4 Independent Contractor

The Contractor shall at all times be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture, or partner of the City. The Contractor shall have no authority to contract for or bind City in any manner. Neither the Contractor nor its employees are employees of the City. The Contractor shall have and maintain the responsibility for and control of the rendition of the Work (including, the services performed) under the Contract, the discipline of its employees, and other matters incident to the performance of the Work (services, duties, and responsibilities as described and contemplated in the Contract). The Contractor is required to supply the City with proof of compliance with the Workers' Compensation Act while performing work for the City. Proof of compliance must be received with the Contractor's response to the procurement at the address listed on the Cover Page of the procurement.

C.5 Compliance with Illegal Immigration Reform and Enforcement Act

E-Verify Program:

The City of Alpharetta is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City shall not enter into a contract for the physical performance of services unless the Contractor registers and participates in a federal work authorization program (E-Verify). Further, Contractors submitting a Bid or Proposal for the physical performance of service shall include a fully executed E-Verify affidavit as part of their Response to the procurement.

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

No Contractor shall submit a response for the physical performance of service unless the Contractor participates in a Federal Work Authorization Program and complies with the requirements of O.C.G.A. § 13-10-91.

- (5) Pursuant to O.C.G.A. § 13-10-91, the Contractor represents, warrants, acknowledges, and/or agrees that:
 - a. The Contractor has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;

- b. Subcontractors shall not enter into any contract with the Contractor for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and
 - c. Sub-subcontractors shall not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.
- (6) As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify"

(<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>), operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at such website address.

Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

- (1) The Contractor, if entering a contract with the City providing the physical performance of services, shall comply with the requirements of O.C.G.A. § 13-10-91.
- (2) Pursuant to O.C.G.A. §13-10-91, in the event the Contractor employs or contracts with a subcontractor in connection with a covered contract, Contractor shall secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 by the subcontractor's execution of the subcontractor affidavit, the form of which is provided in *Appendix A* hereof, and maintain records of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of the contractor/subcontractor agreement.
- (3) Pursuant to O.C.G.A. §13-10-91, in the event the Contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit, the form of which is also provided in *Appendix A* hereof, and maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit shall become a part of the subcontractor/sub-subcontractor agreement.
- (4) The Contractor shall comply with any and all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations promulgated in relation thereto.
- (5) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and all other applicable rules and regulations promulgated in relation thereto, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

Forms necessary to ensure compliance with this section are included in Required Forms and must be received at the address listed on the procurement's Cover Page prior to review of Contractor's response.

C.6 Compliance with Laws

The Contractor shall, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. The Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

C.7 Compliance with Title VI of the Civil Rights Act of 1964

The City of Alpharetta, as a federal grant recipient, conforms to Title VI of the Civil Rights Act of 1964 and its amendments. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Presidential Executive Order 12898 addresses environmental justice in minority and low-income populations. Presidential Executive Order 13166 addresses services to those individuals with limited English proficiency.

The City is committed to enforcing the provisions of Title VI and to taking positive and realistic affirmative steps to ensure the protection of rights and opportunities for all persons affected by its programs.

Any person who believes they have been subjected to unlawful discriminatory practice under Title VI has a right to file a formal complaint. Any such complaint must be filed in writing or in person with the City of Alpharetta's, Title VI Compliance Officer, within one hundred-eighty (180) days following the date of the alleged discriminatory action. For more information or Title VI Discrimination Complaint Forms contact the Title VI Compliance Officer at the following:

Human Resources: Title VI Compliance
City Of Alpharetta
2 Park Plaza
Alpharetta, GA 30009
Tel: 678-297-6014

C.8 Substitutions and Change Orders

NO substitutions of material, schedule cancellations, or Change Orders are permitted after Contract award without written approval by the Director of the contracting City Department or his authorized representative. Cumulative Change Orders in excess of \$50,000.00 or 10% of the original contract shall require the approval of the City Council.

Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the City agrees to a replacement or requests same based on an objective standard of review of past performance. Requests for any substitution will be reviewed and may be approved by the City at its sole discretion. Verbal agreements to the contrary will not be recognized. In the event a substitution of a Contractor employee is required due to termination of employment by Contractor, Contractor shall provide the City with prompt written notice of the need for such substitution and shall cooperate with the City in providing a replacement.

C.9 Contract Termination

The City may, by written notice to the Contractor, terminate the Contract without cause; provided, the City must give notice of termination to the Contractor at least 14 days prior to the effective date of termination.

D. DEFINITIONS OF CERTAIN TERMS

The intent and meaning of the following terms, which may be used throughout the ITB process, shall be interpreted as follows:

Bid: The response submitted by a Bidder to an Invitation to Bid (ITB) to provide goods or services at the prices quoted.

Bidder: One who submits a response to an ITB.

Bonds:

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the bidder will not withdraw the bid. The bidder will furnish bonds in the required amount and if the contract is awarded to the bonded bidder, the bidder will accept the contract as bid, or else the surety will pay a specific amount. A Bid Deposit may be accepted in lieu of the Bid Bond.

Labor and Materials Bond (Payment Bond): A financial or contractual instrument, issued by a surety that guarantees that subcontractors will be paid for labor and materials expended on the contract. Acceptable forms of payment bonds may include cashier's check, certified check, or irrevocable letter of credit issued by a financial institution; a surety or blanket bond; United States Treasury bond; or certificate of deposit.

Performance Bond: An instrument executed, subsequent to award, by a successful bidder that protects the public entity from loss due to the bidder's inability to complete the contract as agreed.

A risk mechanism that secures the fulfillment of all contract requirements. *May be referred to as a Completion Bond.*

Contract: The formal written agreement executed by the City and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work/Services and the basis of payment.

Contract Documents: Collectively refer to the ITB, RFP, or RFQ as issued by the City and including all appendices attached, referenced, and/or incorporated in the request; addenda; and Bid or proposal of awarded contractor including any amendments thereto.

Contractor: The successful Bidder or Offeror to whom (or which) a contract resulting from the ITB, RFP, or RFQ is awarded by the City, and who (or which) has executed a formal written contract with the City to furnish goods, services, or construction for an agreed upon price.

DOAS: The State of Georgia's Department of Administrative Services.

Ineligible Vendor List: List maintained by the procurement team of vendors that are not eligible to provide any commodities or services to the City due to non-performance (see Penalties for Non-Performance section for more information). The length of time a vendor remains on the Ineligible Vendor List is dependent upon the severity of the performance problem(s), not to exceed three years

Invitation to Bid (also known as ITB, Competitive Sealed Bids, Request for Bids, or Bid): The method of procurement when the cost of goods and/or services is \$50,000.01 or greater, where there are clear and defined specifications available, and where cost is the primary basis of award. Evaluation is based solely on the response to the criteria set forth in the Bid document. This process does not include discussion or negotiations with bidders.

Legal Organ: The local newspaper selected for the posting of legal notices and advertisements for the City to reach the most citizens in an economical manner. At the time of this publication, our legal organ is the Alpharetta-Roswell Revue & News.

NIGP: National Institute of Governmental Purchasing whose mission is to develop, support and promote the public procurement profession through premier educational and research programs, professional support, and advocacy initiatives that benefit members and constituents.

Offeror: One who submits a response to a Request for Proposal (RFP).

Procurement Agent: Procurement team member representing the primary public contact for these procurement processes: facilitating, issuing, and receiving Bids, Proposals, and Statements of Qualifications.

Procurement Officer: Director of Finance or his/her designee.

Project: The entire services, function, construction, work product, improvement, repairs, deliverables, and/or goods to be performed, provided, and/or supplied as set forth in the ITB, RFP, or RFQ and the Contract Documents and as generally described in the title to this ITB, RFP, or RFQ.

Proposal: A document submitted by an Offeror in response to an RFP to be used as the basis for evaluation, for negotiations, for entering into a contract.

Request for Proposals (also called RFP, Formal Sealed Proposal, or Proposal): The method of procurement when the cost of goods and/or services is \$50,000.01 or greater and where the Competitive Sealed Bid method is neither practical nor advantageous and cost is not the primary consideration. This process does provide for the negotiation of terms, including price, prior to contract award.

Request for Qualifications (also called RFQ, Request for Qualified Contractors, or RFQC): The Formal Request for Qualifications is a prequalification process used to obtain statements of qualifications from contractors prior to issuing the solicitation. An RFQ is often Step 1 of a two-step process followed by an RFP or ITB to be issued only to Providers/Suppliers determined to be Qualified Providers/Suppliers.

Response: Synonymous with Bid, Proposal, or Statement of Qualifications (SOQ).

Responsible: The contractor has the capacity in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, facilities, equipment, and credit which will assure

good faith performance. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

Responsive: The contractor has submitted a Bid/Proposal that conforms in all material respects to the requirements stated in the solicitation document, including all form and substance.

Scope of Work/Project: A detailed, written description of the contractual requirements for materials and services contained within a Competitive Sealed Bid/ Request for Proposal. A well-conceived and clearly written scope serves many purposes including:

- Establishing a clear understanding of what is needed;
- Encouraging competition in the marketplace and promoting economic stimulus;
- Satisfying a critical need of government; and
- Obtaining the best value for the taxpayer.

Specifications: A precise description of the physical or functional characteristics of a product, good, or construction item. A description of goods and/or services. A description of what the purchaser seeks to buy and what a bidder must be responsive to in order to be considered for award of a contract. Specifications generally fall under the following categories: design, performance, combination (design and performance), brand name or approved equal, qualified products list and samples. May also be known as a purchasing description.

Statement of Qualifications (also called SOQ): Response to an RFQ which includes the qualifications of the contractor to provide or supply the requested services.

Subcontractor: Any person or business entity employed to perform part of a contractual obligation under the control of the principal contractor. Any supplier, distributor, or firm that furnishes supplies or services to a prime contractor or another subcontractor.

Title VI of the Civil Rights Act of 1964 states: No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

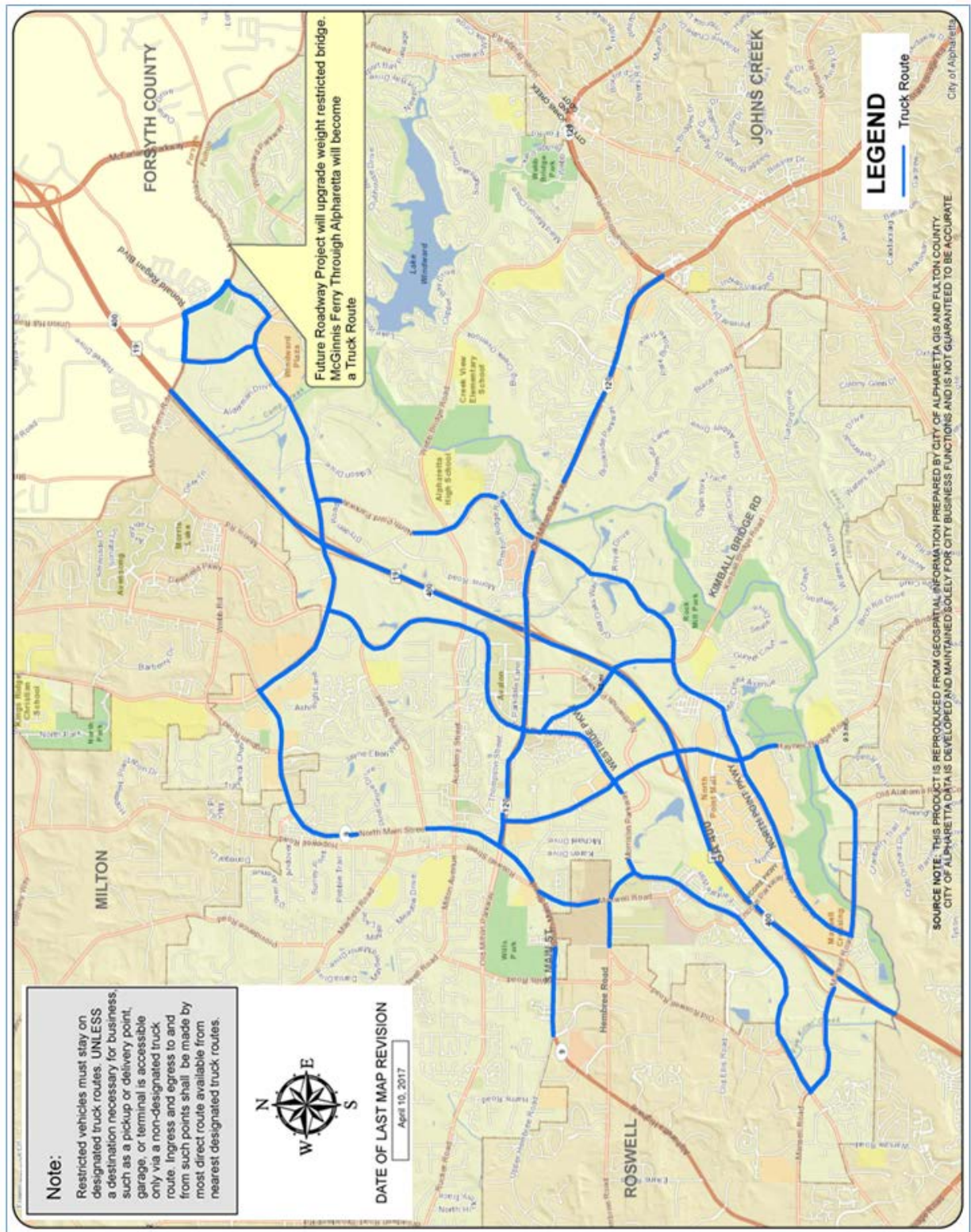
- **Complaint:** Any verbal or written communication received by the City of Alpharetta from members of the public referencing a general complaint regarding the inequitable distribution of benefits, services, amenities, programs or activities financed in whole or in part with federal funds is perceived as an informal charge. A complaint is further defined as any written complaint by an individual or group seeking to remedy perceived discrimination by policies, practices or decisions, which have an adverse impact resulting in inequitable distribution of benefits, services, amenities, programs or activities financed in whole or in part with federal funds.

Vendor: A supplier/seller of goods and/or services. Synonymous with Bidder, Offeror, or Contractor within City's formal procurement.

Work: The furnishing of all labor, materials, equipment, superintendence, and other incidentals necessary or convenient to the successful completion of the Project, including the performance of all services and requirements set forth in the ITB, RFP, or RFQ hereof as the Scope of Work or Specification (in accordance with the specifications provided therein), and the carrying out of all obligations, duties, and responsibilities imposed by the Contract Documents in the provision thereof.

APPENDIX E: ALLOWED TRUCK ROUTE MAP

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



APPENDIX F: GENERAL SPECIFICATIONS FOR PROTECTIVE JACKET AND PANTS FOR STRUCTURAL FIRE FIGHTING

Instructions:

1. This completed Appendix F General Specification Form must be included with Offeror's proposal to be considered responsive and eligible for review by the Evaluation Committee.
2. Offerors must review each specification, then note if Offeror will comply or if there is an exception to the specification.
3. **ALL** exceptions to these specifications must include an explanation clearly stating the reason for the exception. Use additional pages as needed, noting the number / title of the exception.
4. If Offeror is not offering items exactly as listed in these specifications, Offeror shall be prepared to supply a sample (at Offeror's expense) to the City, within one week of the City's request. Offeror shall not send samples unless requested by the City after the City's review of exceptions.
5. After award recommendation to Council, Offerors may request the return of any samples at Offeror's expense.

1. SCOPE

This specification details design and materials criteria to afford protection to the upper and lower body, excluding head, hands, feet, against adverse environmental effects during structural firefighting. All materials and construction will meet or exceed current NFPA and OSHA standards for structural fire fighters protective clothing.

- Certified to NFPA 1971, *Standard on Protective Ensembles for Structural Firefighting and Proximity Firefighting, Current Edition* for Structural Fire Fighting and
- NFPA 1992, *Standard on Liquid Splash-Protective Ensembles and Clothing for Hazardous Materials Emergencies, Current Edition*.

_____Comply _____Exception

2. MATERIAL AND CONSTRUCTION

OUTER SHELL MATERIAL - JACKETS AND PANTS

The **Kombat Flex™ (a.k.a. Kombat Flex™ with PBI® Technology)** outer shell shall be constructed of **60/40 Kevlar®/PBI™** twill weave outer shell fabric with an approximate weight of 6.9 oz. per square yard. The Kombat Flex™ material shall be manufactured by **TENCATE** and must be treated with **SSTÔ (SUPER SHELLTITE)** which is a durable water-repellent finish that also enhances abrasion resistance. Color of the garments shall be natural/gold.

_____Comply _____Exception

THERMAL INSULATING LINER - JACKET AND PANTS

The thermal liner shall be constructed of TENCATE "**CALDURA® ELITE SL2i**"; with an approximate weight of 7.7 oz. per square yard. This thermal liner consists of one layer of 1.5 oz. and one layer of 2.3 oz. per square yard Nomex® E-89™ spunlaced Nomex®/Kevlar® aramid blend, quilt stitched to a Kevlar® filament and FR rayon/para-aramid/nylon inherently wicking Caldura® face cloth. The thermal liner shall be attached to the moisture barrier and bound together by bias-cut neoprene coated cotton/polyester around the perimeter. This provides superior abrasion resistance to the less expensive, less durable, "stitch and turn" method. Further mention of "Thermal Liner" in this specification shall refer to this section.

_____Comply _____Exception

MOISTURE BARRIER - JACKETS AND PANTS

The moisture barrier material shall be W.L. GORE **CROSSTECH® black moisture barrier** - Type 2F, which is comprised of a CROSSTECH® membrane laminated to a 3.3 ounce per square yard Nomex® IIIA woven pajama check substrate. The CROSSTECH® membrane is an enhanced bicomponent membrane comprised of an expanded PTFE (polytetrafluoroethylene, for example Teflon®) matrix having a continuous hydrophilic (i.e. water-loving) and oleophobic (i.e. oil-hating) coating that is impregnated into the matrix. CROSSTECH® moisture barrier seams shall be sealed with GORE-SEAM® tape using a Series 6000 (or higher) GORE-SEAM™ sealing machine to afford comparable bacteriophage penetration resistance performance. Further mention of "Specified Moisture Barrier" in this specification shall refer to this section.

_____ Comply _____ Exception

SEALED MOISTURE BARRIER SEAMS

All moisture barrier seams shall be sealed with a minimum 1 inch wide sealing tape. One side of the tape shall be coated with a heat activated glue adhesive. The adhesive side of the tape shall be oriented toward the moisture barrier seam. The adhesive shall be activated by heat and the sealing tape shall be applied to the moisture barrier seams by means of pressure exerted by rollers for that purpose.

_____ Comply _____ Exception

METHOD OF THERMAL LINER/MOISTURE BARRIER ATTACHMENT FOR JACKETS AND PANTS

The thermal liner and moisture barrier shall be completely removable from the jacket shell. Two strips of 5/8 inch wide FR hook and loop fastener tape shall secure the thermal liner/moisture barrier to the outer shell along the length of the neck line under the collar (see Collar section). The remainder of the thermal liner/moisture barrier shall be secured with snap fasteners appropriately spaced on each jacket facing and Are-Shield® snap fasteners at each shell sleeve end. There shall be one Ara-shield® snap tab in the liner in addition to snap fasteners to correspond with color coded snap tabs for ease of matching the liner system to the outer shell after inspection or cleaning is completed.

The thermal liner and moisture barrier shall be completely removable from the pant shell. Nine snap fasteners shall be spaced along the waistband to secure the thermal liner to the shell. The legs of the thermal liner/moisture barrier shall be secured to the shell by means of Ara-Shield® snap fasteners, 2 per leg. The Ara-shield® snap tabs shall be color coded to a corresponding color coded snap tab in the liner for ease of matching the liner system to the outer shell after inspection or cleaning is completed.

_____ Comply _____ Exception

THERMAL PROTECTIVE PERFORMANCE

The assembled garment, consisting of an outer shell, moisture barrier, and thermal liner, shall exhibit a TPP (Thermal Protective Performance) rating of not less than 35.

_____ Comply _____ Exception

STITCHING

The outer shell shall be assembled using stitch type #301, #401, #514 and #516. The thermal liners and moisture barriers shall be assembled using stitch type #301, #401, #504, #514, and #516. Major A outer shell structural seams, major B structural liner seams and shall have a minimum of 8 to 10 stitches per inch. All Major A seams shall be sewn with ball point needles only. All seams shall be continuously stitched only.

_____ Comply _____ Exception

3. JACKET CONSTRUCTION

BODY

The body of the shell and AXTION® liner system shall be constructed of three separate panels consisting of two front panels and one back panel. The body panels shall be shaped so as to provide a tailored fit thereby enhancing body movement and shall be joined together by double stitching with Nomex® thread. One-piece outer shells shall not be acceptable.

_____ Comply _____ Exception

SIZING

The jacket length shall be sloping in design measured from the juncture of the collar and back panels to the hem of the jacket and shall measure

27 inches in the front/31 inches long in the back. (women's)

29 inches in the front/33 inches long in the back. (standard)

32 inches in the front/36 inches long in the back.

35 inches in the front/39 inches long in the back.

The jacket shall be available in male and female patterns in even size chest measurements of two inch increments, and shall range from a small size of 30 to a large size of 68. Generalized sizing, such as small, medium, large, etc., will not be considered acceptable.

_____ Comply _____ Exception

DRAG RESCUE DEVICE (DRD)

A Firefighter Drag Rescue Device (DRD) shall be installed in each jacket. The ends of a 1 inch wide strap, constructed of Kevlar®, shall be sewn together to form a continuous loop. The strap shall be installed in the jacket between the liner system and outer shell such that when properly installed will loop around each arm. The strap will be accessed through a portal between the shoulders on the upper back where it is secured in place by an FR strap. The DRD shall be removable for laundering. The access port shall be covered by an outside flap of shell material, designed to fit between the shoulder straps of an SCBA. The flap will have a NFPA-compliant 3M Scotchlite™ reflective logo patch sewn to the outside to clearly identify the feature as the DRD (Drag Rescue Device). The DRD shall not extend beyond the outside flap. This device provides a quickly deployed means of rescuing a downed firefighter. Flimsy, rope-style DRD straps will not be considered.

_____ Comply _____ Exception

LINER ACCESS OPENING - JACKET

The liner system of the jacket shall incorporate an opening at the leading edges of the right front panel. This opening shall run a minimum of 11 inches for the purpose of inspecting the integrity of the jacket liner system. When installed into the outer shell the Liner Access Opening will be covered and protected by the overlap of the outer shell facing.

_____ Comply _____ Exception

LOGOS

The garment brand shall be identified by means of red FR Nomex thread embroidery on the top of the left collar denoting the manufacturer. There shall be a reflective label specific to the garment style, measuring 1 inch wide by 4 inches long, installed on the left pocket flap.

_____ Comply _____ Exception

RETROREFLECTIVE FLUORESCENT TRIM

The retroreflective fluorescent trim shall be lime/yellow 3M Scotchlite™ Triple Trim (L/Y borders with silver center).

Each jacket shall have an adequate amount of retroreflective fluorescent trim affixed to the outside of the outer shell to meet the requirements of NFPA #1971 and OSHA. The trim shall be in the following widths and shall be

NYC style; 3 inch wide stripes - around the bottom of the jacket within approximately 1 inch of the hem, around the back and chest area approximately 3 inches below the armpit, around each sleeve below the elbow, around each sleeve above the elbow.

_____ Comply _____ Exception

REINFORCED TRIM STITCHING

All reflective trim is secured to the outer shell with Nomex® thread, using a locking chainstitch protected by Kevlar trim abrasion cording. This strip of 3/32-inch strong, durable, flame resistant black Kevlar® cording provides a bed for the stitching along each edge of the retroreflective fluorescent trim surface and affords extra protection for the thread from abrasion. Two rows of stitching used to attach the trim in place of the TrimTrax® shall be considered an unacceptable alternative. All trim ends shall be securely sewn into a seam for a clean finished appearance.

_____ Comply _____ Exception

SEWN ON RETROREFLECTIVE LETTERING

Each jacket shall have

2" lime/yellow 3M Scotchlite™ lettering on Row A reading: ALPHARETTA

_____ Comply _____ Exception

LETTER PATCHHanging Letter Patch

The Hanging letter patch shall be constructed of a double layer of outer shell material. The letter patch will attach to the rear inside hem of the jacket with a combination of snap fasteners and FR hook and loop fastener tape. 3" letters shall be sewn on for firefighters name.

_____ Comply _____ Exception

COLLAR & FREE HANGING THROAT TAB

The collar shall consist of a minimum four-layer construction and be of one-piece design. The outer layers shall consist of one layer of specified outer shell material on outside and a layer of PCA black Advance™ as standard on the inside and two layers of specified moisture barrier. The rear inside ply of aramid pajama check shall be sewn to the collar's back layer of outer shell at the edges only. The forward inside ply of moisture barrier shall be sewn to the inside of the collar at the edges only. The multi-layered configuration shall provide protection from water and other hazardous elements. The collar shall be a minimum of 3 inches high and graded to size. The leading edges of the collar shall extend up evenly from the leading edges of the jacket front body panels so that no gap occurs at the throat area. The collar's back layers of outer shell and moisture barrier shall be joined to the body panels with two rows of stitching. The collar's front layers of moisture barrier and outer shell shall have a strip of 5/8 inch wide FR hook fastener tape stitched to the inside lower edge and running the full length of the collar. The inside strip of 5/8 inch wide FR hook fastener tape sewn to the underside of the collar shall engage a corresponding piece of FR loop fastener tape on the neck extension of the liner system. A self-material fabric hanger loop shall be sewn at the top of collar.

The throat tab shall consist of a minimum 4 layer construction and it shall be of be a scoop type design and constructed of two plies of outer shell material with two center plies of moisture barrier material. The throat tab shall measure not less than 3½ inches wide at the center tapering to approximately 2 inches at each end with a total length of approximately 9 inches. The throat tab will be attached to the right side of the collar by a 1 inch wide by 1½ inch long piece of Nomex® twill webbing. The throat tab shall be secured in the closed and stowed

position with FR hook and loop fastener tape. The FR hook and loop fastener tape shall be oriented to prevent exposure to the environment when the throat tab is in the closed position. A 1½ inch by 3 inch piece of FR loop fastener tape shall be sewn horizontally to the each end of the throat tab and a 1 inch by 3 inch piece of FR hook fastener tape shall be sewn horizontally to the throat tab. A corresponding piece of FR hook fastener tape measuring 1 inch by 3 inches shall be sewn horizontally to the leading outside edge of the collar on the left side, for attachment and adjustment when in the closed position and wearing a breathing apparatus mask. The collar closure strap shall fold in half for storage with the FR loop fastener tape engaging the FR hook fastener tape.

_____ Comply _____ Exception

JACKET FRONT

The jacket shall incorporate separate facings to ensure there is no interruption in thermal or moisture protection in the front closure area. The facings shall measure approximately 3 inches wide, extend from collar to hem, and be double stitched to the underside of the outer shell at the leading edges of the front body panels. A breathable moisture barrier material shall be sewn to the jacket facings and configured such that it is sandwiched between the jacket facing and the inside of the respective body panel. The breathable film side shall face inward to protect it. There shall be wicking barrier constructed of Crosstech 2F moisture barrier material installed on the front closure system on the left and right side directly below the front facings to ensure continuous protection and overlap. The wicking barrier shall extend no more than a maximum of ¾ inch beyond the inner facing and false facing shall be unacceptable. The thermal liner and moisture barrier assembly shall be attached to the jacket facings by means of snap fasteners.

_____ Comply _____ Exception

STORM FLAP

A rectangular storm flap measuring approximately 3¼ inches (6 inches for hook and dee inside/FR hook and loop fastener tape outside closure; aka #7C) wide and a minimum of 21 inches long shall be centered over the left and right body panels to ensure there is no interruption in thermal or moisture protection in the front of the jacket. The outside storm flap shall be constructed of two plies of outer shell material with a center ply of breathable moisture barrier material. The outside storm flap shall be double stitched to the right side body panel and shall be reinforced at the top and bottom with backtacks.

_____ Comply _____ Exception

STORM FLAP AND JACKET FRONT CLOSURE SYSTEM

The jacket shall be closed by means of a 20 inch size #10 heavy duty high-temp smooth-gliding YKK Vislon® zipper on the jacket fronts and FR hook and loop fastener tape on the storm flap. The teeth of the zipper shall be mounted on black Nomex® tape and shall be sewn into the respective jacket fronts. The storm flap shall close over the left and right jacket body panels and shall be secured with FR hook and loop fastener tape. A 1½ inch piece of FR loop fastener tape shall be installed along the leading edge of the storm flap on the underside with four rows of stitching. A corresponding 1½ inch piece of FR hook fastener tape shall be sewn with four rows of stitching to the front body panel and positioned to engage the loop fastener tape when the storm flap is closed over the front of the jacket.

_____ Comply _____ Exception

SEMI-EXPANSION (BELLOWS) POCKETS

Each jacket front body panel shall have a 8 inch wide by 8 inch high semi-expansion pocket double stitched to it and shall be located to provide accessibility. The leading edge of the pockets shall be sewn flush with the jacket. The rear of the pockets shall expand to a depth of 2 inches. *The semi-expansion pocket shall be reinforced with a layer of Kevlar® approximately 5 inches up on the inside of the pocket.* Two rust resistant metal drain eyelets shall be installed in the bottom of each semi-expansion pocket to facilitate drainage of water. The pocket flaps shall be constructed of two layers of outer shell material and shall measure approximately 3 inches deeper than the pocket expansion and ½ inch wider than the pocket. The pocket flaps shall be angled with the front edge 1" shorter than the back edge, the upper pocket corners shall be reinforced with proven

backtacks, and pocket flaps shall be reinforced with backtacks. The pocket flaps shall be closed by means of FR hook and loop fastener tape. Two pieces of 1½ inch by 3 inch FR hook fastener tape shall be installed vertically on the inside of each pocket flap (one piece on each end). Two corresponding pieces of 1½ inch by 3 inch FR loop fastener tape shall be installed horizontally on the outside of each pocket near the top (one piece on each end) and positioned to engage the hook fastener tape.

Additionally, a separate hand warmer pocket compartment will be provided under the expandable cargo pocket. This compartment will be accessed from the rear of the pocket and shall be lined with Nomex® fleece for warmth and comfort.

_____Comply _____Exception

SLEEVES

The sleeves shall be of two-piece construction and contoured, having an upper and a lower sleeve. Both the under and upper sleeve shall be graded in proportion to the chest size. For unrestricted movement, on the underside of each sleeve there shall be two outward facing pleats located on the front and back portion of the sleeve on the shell and thermal liner. On the moisture barrier, the system will consist of two darts, rather than pleats, to allow added length in the under sleeve. The moisture barrier darts will be seam sealed to assure liquid resistance integrity.

The pleats shall expand in response to upper arm movement and shall fold in on themselves when the arms are at rest. This expansion shall allow for greater multi-directional mobility and flexibility in the shoulder and arm areas, with little restriction or jacket rise. Neither stove-pipe nor raglan-style sleeve designs will be considered acceptable.

_____Comply _____Exception

SLEEVE CUFF REINFORCEMENTS

The sleeve cuffs shall be reinforced with an extra layer of outer shell material.

The cuff reinforcements shall not be less than 2 inch in width and folded in half, approximately one half inside and one half outside the sleeve end for greater strength and abrasion resistance. The cuff reinforcement shall be double stitched to the sleeve end; a single row of stitching shall be considered unacceptable. This independent cuff provides an additional layer of protection as compared to a turned and stitched cuff. Jackets finished with a turned and stitched cuff do not provide the same level of abrasion resistance and will be considered unacceptable.

_____Comply _____Exception

WRISTLETS / SLEEVE WELLS

Each jacket shall be equipped with **PBI®/Kevlar® blend hand and wrist guards** (over the hand) not less than 7 inches in length and of double thickness. A separate thumbhole with an approximate diameter of 2 inches shall be recessed approximately 1 inch from the leading edge.

The wristlets shall be sewn to the end of the liner sleeves. Flame resistant neoprene coated cotton/polyester material shall be sewn to the inside of the sleeve shell approximately 5 inches from the sleeve end and extending toward the cuff forming the sleeve well. The neoprene sleeve well shall form a cuff end that shall be elasticized providing a snug fit at the wrist and covering the knit wristlet. This sleeve well configuration serves to prevent water and other hazardous elements from entering the sleeves when the arms are raised. The neoprene material shall also line the inside of the sleeve shell from the cuff to a point approximately 5 inches back, where it joins the sleeve well and is double stitched to the shell. Four Ara-shield® snap tabs will be sewn into the juncture of the sleeve well and wristlet. The tabs will be spaced equidistant from each other and shall be fitted with female snap fasteners to accommodate corresponding male snap tabs on the liner sleeves. One of the Ara-shield® snap tabs shall be a different color in the liner to correspond with color coded snap tabs for ease of matching the liner system to the outer shell after inspection or cleaning is completed. This configuration will ensure there is no interruption in protection between the sleeve liner and wristlet.

_____Comply _____Exception

LINER SHOULDER THERMAL ENHANCEMENT PLUS ADDITIONAL THERMAL

A minimum of one additional layer of thermal liner material shall be used to increase thermal insulation in the shoulder area of the liner system. This thermal enhancement layer shall drape over the top of each shoulder extending from the collar to the sleeve/shoulder seam, and 5 inches to the front, 2 inches to the back of the shoulder cap. The shoulder thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. The thermal enhancement layer shall have finished edges by means of overedging. Raw or unfinished edges shall be considered unacceptable. Thermal scraps shall not be substituted for full-cut fabric padding. Smaller CCHR reinforcements shall not be considered acceptable since they provide far less area of coverage. In addition to enhancement above, additional thermal protection shall be provided with front/back padded Nomex thermal liner.

_____ Comply _____ Exception

RADIO POCKET

Each jacket shall have a pocket designed for the storage of a portable radio. This pocket shall be of box type construction, double stitched to the jacket and shall have one drainage eyelet in the bottom of the pocket. The pocket flap shall be constructed of two layers of outer shell material measuring approximately 3 inches longer than the depth of the pocket and approximately $\frac{1}{4}$ inch wider than the pocket. The pocket flap shall be closed by means of FR hook and loop fastener tape. A $1\frac{1}{2}$ inch by 3 inch piece of FR hook fastener tape shall be installed on the inside of the pocket flap beginning at the center of the bottom of the flap. A $1\frac{1}{2}$ inch by 3 inch piece of FR loop fastener tape shall be installed horizontally on the outside of the pocket near the top center and positioned to engage the hook fastener tape. In addition, the entire inside of the pocket shall be lined with neoprene coated cotton/polyester material to ensure that the radio is protected from the elements. The impermeable barrier material shall also be sandwiched between the two layers of outer shell material in the pocket flap for added protection. The radio pocket shall measure approximately 3 inches deep by 3.5 inches wide by 9 inches high and shall be installed on the left chest.

_____ Comply _____ Exception

MICROPHONE STRAPS

A strap shall be constructed to hold a microphone for a portable radio. It shall be sewn to the jacket at the ends only. The size of the microphone strap shall be 1 inch x 3 inches. The microphone strap shall be mounted above the radio pocket and over the right chest and shall be constructed of double layer outer shell material.

_____ Comply _____ Exception

SELF STRAP WITH HOOK & LOOP

Each jacket shall be equipped with a Strap Below the microphone clip on the right chest will be a strap constructed of outer shell material measuring approximately 1 inch by 12 inches and shall hold the barrel of the flashlight. The strap will be equipped with a 1 inch by 3 inches FR hook and loop closure at front of the strap to facilitate easy removal of the flashlight.

_____ Comply _____ Exception

4. PANT CONSTRUCTION

BODY

The body of the shell shall be constructed of four separate body panels consisting of two front panels and two back panels. The body panels shall be shaped so as to provide a tailored fit, thereby enhancing body movement, and shall be joined together by double stitching with Nomex® thread. The body panels and seam lengths shall be graded to size to assure accurate fit in a broad range of sizes.

_____ Comply _____ Exception

SIZING

The pant shall be available in even size waist measurements of two inch increments and shall be available in a range of sizes from 24 to 68. The pant inseam measurement shall be available in two inch increments. Generalized sizing, such as small, medium, large, etc., shall not be considered acceptable. Sizing specifically for women shall also be available.

_____Comply _____Exception

LINER ACCESS OPENING (PANT)

The thermal liner and moisture barrier layers of the pant liner system shall be constructed in such a way as to allow an access opening for interior inspection, service and replacement. The thermal liner and moisture barrier layers shall be stitched together for security and prevention of inadvertent use of one layer without the other. The liner system shall have a reinforcement material sewn to the bottom of the fly opening. This reinforcement shall serve to prevent the liner from tearing in that area from the constant donning and doffing of the pants.

The liner system of the pant shall incorporate an opening along the back of the waistline for ease in inspecting the inner layers and to facilitate performing the complete Liner Inspection. The thermal liner and moisture barrier shall be individually bound with a neoprene coated bias cut tape and joined together on each of the front panels, along the waistband from the front fly opening to side seam. The back of the liner system shall be allowed to remain open with two snaps on either side of the back seam to attach the moisture barrier layer to the thermal liner layer. As described previously, the pant thermal layer system snaps directly to the independent waistband by means of nine snap fasteners. There shall be no hook and loop used to close the liner access opening.

_____Comply _____Exception

RETROREFLECTIVE FLUORESCENT TRIM

The pant shall have a stripe of retroreflective fluorescent trim encircling each leg below the knee to comply with the requirements of NFPA #1971 in 3 inch lime/yellow 3M Scotchlite™ Triple Trim (L/Y borders with silver center).

Bottom of trim band shall be located approximately 3" above cuff.

_____Comply _____Exception

REINFORCED TRIM STITCHING

All reflective trim is secured to the outer shell with Nomex® thread, using a locking chainstitch protected by Kevlar trim abrasion cording. This strip of 3/32-inch strong, durable, flame resistant black Kevlar® cording provides a bed for the stitching along each edge of the retroreflective fluorescent trim surface and affords extra protection for the thread from abrasion. Two rows of stitching used to attach the trim in place of the TrimTrax® shall be considered an unacceptable alternative. All trim ends shall be securely sewn into a seam for a clean finished appearance.

_____Comply _____Exception

[continues on next page]

WAISTBAND

The waist area of the pants shall be reinforced on the inside with a separate piece of black aramid outer shell material, cut on the bias (diagonally). The reinforcement shall be folded in half, for a finished bottom edge and shall have a finished width of not less than approximately 1½ inches. The top edge of the waistband reinforcement shall be double stitched to the outer shell at the top of the pants. The lower edge of the waistband shall be unattached to the shell to accept the thermal liner and moisture barrier. The top of the thermal liner and moisture barrier shall be secured to the underside of the waistband reinforcement by means of nine snaps, spaced equidistant along the length of the waistband reinforcement. Inserting the liner system between the waistband reinforcement and outer shell serves to reduce the possibility of liner detachment while donning and doffing. The independent waistband construction affords greater comfort and fit than a turned and stitched method. Pants that do not include an independent waistband or are not cut on the bias shall not provide the same amount of stretch to the garment and shall be considered unacceptable.

_____ Comply _____ Exception

PANT CLOSURE SYSTEM

The exterior primary positive locking closure shall be an inward facing metal safety hook and dee ring. The safety hook shall be threaded through an Ara-Shield® material strap. The strap shall measure a total of approximately 10 inches and shall be folded in half to create a double layer strap for the safety hook to be threaded through. The double layer strap shall be folded in half and stitched to the waist area using three heavy duty bar tacks, for a finished strap length of approximately 2 ½ inches. A dee ring shall be riveted to the leading edge of the fly flap near the top. The snap hook shall engage the dee ring located on the fly flap when in the closed position.

_____ Comply _____ Exception

EXTERNAL / INTERNAL FLY FLAP

The pants shall have a left-handed opening and shall have a vertical outside fly flap constructed of two layers of outer shell material, with a layer of moisture barrier material sandwiched between. The fly flap shall be double stitched to the right front body panel and shall measure approximately 2 ½ inches wide, with a length graded to size based on waist measurement and reinforced with backtacks at the base. An internal fly flap constructed of one layer of outer shell material, thermal liner and specified moisture barrier, measuring approximately 2 inches wide, with a length graded to size based on waist, shall be sewn to the leading edge of the left front body panel. The inside of the left front body panel shall be thermally enhanced directly under the outside fly with a layer of moisture barrier and thermal liner material.

The underside of the outside fly flap shall have a 1½ inch wide piece of FR loop fastener tape quadruple stitched along the full length and through the shell material only; stitching shall not penetrate the moisture barrier insert between the two layers to insure greater thermal protection and reduced water penetration. A corresponding strip of 1½ inch wide piece of FR hook fastener tape shall be quadruple stitched to the outside left front body panel securing the fly in a closed position.

Appropriate snap fastener halves shall be installed at the leading edge of the waistband for the purpose of further securing the pants in the closed position.

_____ Comply _____ Exception

[continues on next page]

KNEE

The outer shell of the pant legs shall be constructed with horizontal expansion pleats in the knee area with corresponding darts in the liner to provide added fullness for increased freedom of movement and maximum flexibility. The pleats shall be folded to open outwardly towards the side seams to insure no restriction of movement. The AXTION® knee shall be installed proportionate to the pant inseam, in such a manner that it falls in an anatomically correct knee location.

The thermal liner shall be constructed with four darts per leg in the front of the knee. Two shall be located above the knee (one on each side) and two shall be located below the knee (one on each side). On the moisture barrier, the system shall consist of two darts, rather than pleats, to allow added length in the under knee. The darts in the liner provide a natural bend at the knee. The darts in the liner work in conjunction with the expansion panels in the outer shell to increase freedom of movement when kneeling, crawling, climbing stairs or ladders, etc.

_____ Comply _____ Exception

LINER KNEE THERMAL ENHANCEMENT

A minimum of one additional layer of specified thermal liner and one additional layer of moisture barrier material, measuring a minimum of 9 inches by 11 inches, shall be sewn to the knee area of the liner system for added CCHR protection and increased thermal insulation in this high compression area.. The knee thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. The thermal enhancement layer shall have finished edges by means of overedging. Raw or unfinished edges shall be considered unacceptable. Thermal scraps shall not be substituted for full-cut fabric padding. Smaller CCHR reinforcements shall not be considered acceptable since they provide far less area of coverage.

_____ Comply _____ Exception

KNEE REINFORCEMENTS

The knee area shall be reinforced with a layer of black Dragonhide® material.

The knee reinforcement shall be slightly offset to the outside of the leg to insure proper coverage when bending, kneeling and crawling. The knee reinforcements shall measure approximately 9 inches wide by 12 inches high and shall be double stitched to the outside of the outer shell in the knee area for greater strength and abrasion resistance. Knee reinforcements of a smaller size do not provide the same protective coverage and shall be considered unacceptable. The knee reinforcement specified shall be removable for replacement without opening Major A seams of the outer shell of the pant.

_____ Comply _____ Exception

PADDING UNDER KNEE REINFORCEMENTS

Padding for the knees shall be accomplished with one layer of neoprene coated aramid batt and one layer of quilted aramid batt. Both layers of padding shall be sandwiched between the shell and the knee reinforcement layers. The neoprene shall face outward. In addition to the above padding, two layers of Nomex quilt shall also be provided.

_____ Comply _____ Exception

[continues on next page]

5. EXPANSION POCKETS

EXPANSION ESCAPE SYSTEM ROPE POCKET (Right)

A 2X8X9 pocket shall be specifically designed for CMC emergency escape. Pocket shall be reinforced with Dragonhide on the lower half with compartments divided for the safety hook. The pocket flap shall measure 9" of double Kombat Flex material with the end of the flap weighted with silizone. A separate compartment flap shall be sewn inside the pocket to separate the rope from the descending device. 3" Lime Yellow Triple Trim shall be sewn on the outside of the pocket flap.

_____ Comply _____ Exception

LEFT POCKET WITH ARASHIELD 3 PACK TOOL POUCH AND REFLECTIVE TRIM

An expansion pocket, measuring approximately 2 inches deep by 10 inches wide by 10 inches high shall be double stitched to the side of the left leg straddling the outseam above the knee and positioned to provide accessibility. *The lower half of each expansion pocket shall be reinforced with a layer of Kevlar® material on the inside.* Two rust resistant metal drain eyelets shall be installed on the underside of each expansion pocket to facilitate drainage of water. The pocket flaps shall be rectangular in shape, constructed of two layers of outer shell material and shall measure approximately 3 inches deeper than the pocket expansion and ½ inch wider than the pocket. The pocket flaps shall be closed by means of FR hook and loop fastener tape. Two pieces of 1½ inch by 3 inch FR hook fastener tape shall be installed vertically on the inside of each pocket flap (one piece on each end). Two corresponding pieces of 1½ inch by 3 inch FR loop fastener tape shall be installed horizontally on the outside of each pocket near the top (one piece on each end) and positioned to engage the hook fastener tape. A gray Arashield 3 pack tool pouch shall be sewn in. A row of 3" lime yellow scothlite triple trim shall be sewn over the left pocket in the vertical position.

_____ Comply _____ Exception

PANT CUFF REINFORCEMENTS

The cuff area of the pants shall be reinforced with an extra layer of outer shell material.

The cuff reinforcements shall not be less than 2 inch in width and folded in half, approximately one half inside and one half outside the leg cuff for greater strength and abrasion resistance. The cuff reinforcement shall be double stitched to the end of the leg for a minimum of two rows of stitching. This independent cuff provides an additional layer of protection over a hemmed cuff. Pants that are turned and stitched at the cuff, as opposed to an independent cuff reinforcement, do not provide the same level of abrasion resistance and shall be considered unacceptable.

_____ Comply _____ Exception

PADDED RIP-CORD SUSPENDERS & ATTACHMENT

On the inside waistband shall be attachments for the standard "H" style "Padded Rip-Cord" suspenders. There shall be four attachments total – 2 front, 2 back. The suspender attachments shall be constructed of black Ara-Shield® material measuring approximately ½ inch wide by 3-inches long. They shall be sewn in a horizontal position on the ends only to form a loop. The appearance shall be much like a horizontal belt loop to capture the suspender ends.

A pair of "H" style "Padded Rip-Cord" suspenders shall be specially configured for use with the pants. The main body of the suspenders shall be constructed of 2 inch wide black webbing straps. The suspenders shall run over each shoulder to a point approximately shoulder blade high on the back, where they shall be joined by a 2 inch wide horizontal piece of webbing measuring approximately 8-inches long, forming the "H". This shall prevent the suspenders from slipping off the shoulders. The shoulder area of the suspenders shall be padded for comfort by fully encasing the webbing with aramid batting and wrap-around black aramid.

The rear ends of the suspenders shall be sewn to 2-inch wide elasticized webbing extensions measuring approximately 8-inches in length and terminating with thermoplastic loops. The forward ends of the

suspender straps shall be equipped with specially configured black powder coat non-slip metal slides with teeth. Through the metal slides will be the 9 inch lengths of strap webbing "Rip-Cords" terminating with thermoplastic loops on each end. Pulling on the "Rip-Cords" shall allow for quick adjustment of the suspenders.

Threaded through and attached to the thermoplastic loops on the forward and rear ends of the suspenders shall be black aramid suspender attachments incorporating two snap fasteners. The aramid suspender attachments are to be threaded through the suspender attachment loops on the inside waistband of the pants. The aramid suspender attachments shall then fold over and attach to themselves securing the suspender to the pants.

_____ Comply _____ Exception

SEAT

The rise of the rear pant center back seam, from the top back of the waistband to where it intersects the inside leg seams at the crotch, shall exceed the rise at the front of the pant by approximately 8 inches. The longer rear center back seam provides added fullness to the seat area for extreme mobility without restriction when stepping up or crouching and shall be graded to size. This feature in combination with other design elements shall maintain alignment of the knee directly over the knee pads when kneeling and crawling.

_____ Comply _____ Exception

TAKE UP STRAPS

The pants shall be equipped with two take up straps. The straps shall be constructed of approximate 1 inch wide black Aramid twill and be positioned in the waist area on the outside of the garment; one on each side. Each take up strap shall be comprised of two sub-component straps and one pull-tab. The rear strap component shall be constructed of black Aramid twill. The rear strap shall measure 1 inch wide and approximately 5 inches long and shall be folded back to form a loop which shall hold a high-temp thermoplastic slide fastener. The slide fastener shall point toward the front. The opposite end of the strap shall be stitched to the pants with two rows of double-needle stitching. The front strap component shall measure approximately 1 inch wide by approximately 10 inches long. One end shall be folded back on itself to form a loop and the high-temp thermoplastic slide fastener from the other strap shall be captured within the loop. The opposite end of the front strap component shall be inserted through a high-temp thermoplastic buckle forming a loop and double-needle stitched to itself to secure the buckle in place. The opposite end shall be inserted through the buckle and shall be stitched to the pants with two rows of double-needle stitching. An approximate 1 inch by 1 ¾ inch black Aramid pull tab shall be secured to the buckle. The pull-tab shall be constructed of approximate 1 inch by approximately 4 inch black Aramid twill shall be looped through the opposite end of the buckle, folded in half and double-needle stitched to itself just below the buckle and at the opposite end. The take up strap pull-tabs shall pull toward the front to allow for adjustment. The overall finished length of the take up strap shall measure approximately 9 inches.

_____ Comply _____ Exception

REVERSE BOOT CUT

The outer shell pant leg cuffs shall be constructed such that the back of the leg is approximately 1 inch shorter than the front. The liner shall also have a reverse boot cut at the rear of the cuff and a concave cut at the front to keep the liner from hanging below the shell. This construction feature shall minimize the chance of premature wear of the cuffs and injuries due to falls as a result of "walking" on the pant cuffs. Pants that have "cut-outs" in the back panel rather than a contoured boot cut shall be considered unacceptable.

_____ Comply _____ Exception

RAPPELLING HARNESS LOOPS

Each trouser shall have a series of 9 Harness loops around the waist and inner thigh. The loops shall be constructed of a double layer of outer shell material and shall be of a 2-piece design – top and bottom. The top and bottom of each loop shall attach to each other with snap fasteners and FR hook and loop fastener tape sewn to the ends to accommodate donning of the harness. The loops shall be universally located to accept the Rappelling Harness worn on the outside of the trouser.

One additional loop shall be installed on the straight fly.

_____ Comply _____ Exception

6. OTHER SPECIFICATION REQUIREMENTS

THIRD PARTY TESTING AND LISTING PROGRAM

All components used in the construction of these garments shall be tested for compliance to NFPA Standard #1971 by Underwriters Laboratories (UL). Underwriters Laboratories shall certify and list compliance to that standard. Such certification shall be denoted by the Underwriters Laboratories certification mark.

_____ Comply _____ Exception

LABELS

Appropriate warning label(s) shall be permanently affixed to each garment. Additionally, the NFPA certification label shall include the following information.

Compliance to NFPA Standard #1971

Underwriters Laboratories classified mark

Manufacturer's name

Manufacturer's address

Manufacturer's garment identification number

Date of manufacture

Size

_____ Comply _____ Exception

ISO CERTIFICATION / REGISTRATION

The protective clothing manufacturer shall be certified and registered to ISO Standard 9001 to assure a satisfactory level of quality. Indicate below whether the manufacturer is so certified and registered by checking either "Yes" or "No" in the space provided.

_____ Yes _____ No

WARRANTY

The manufacturer shall warrant these jackets and pants to be free from defects in materials and workmanship for their serviceable life when properly used and cared for.

_____ Comply _____ Exception

[continues on next page]

HOOK AND LOOP SUPPORT PROGRAM

Support program shall cover hook or loop tape that has begun to fray or otherwise degrade from normal wear. This program shall remain in effect for a period of five years from the original date of manufacture of the garment. This support program shall cover the repair or replacement, without charge, of any hook and/or loop on the garments produced by the manufacturer providing the garments are otherwise serviceable.

This support program does NOT cover damage from fire, heat, chemicals, misuse, accident or negligence. Failure to properly care for garments will serve to void this support program.

_____Comply _____Exception

SIZING BY VENDOR

Both male and female sizing samples shall be available.

Both male and female sizing samples shall be on hand for use when sizing. The vendor shall be available to perform all sizing requirements within 48 hours of written notice. Measuring with a tape measure is not acceptable. Measuring shall be conducted at the Fire Stations as needed. Measuring on all three shifts shall be required, with two different measuring days per shift, plus a makeup day.

_____Comply _____Exception

GARMENT TRAINING AND SUPPORT

OSHA requires employees be trained on the capabilities and limitations of their Personal Protective Equipment. The selected vendor shall provide the following:

Local care and maintenance training shall be provided by the manufacturer. Training shall be in compliance with NFPA 1851, current edition, at the conclusion of which each participant shall receive a certificate of completion. An on line class shall also be available at no additional charge.

_____Comply _____Exception

BAR-CODE/RECORD KEEPING INTERFACE

A 1 dimensional barcode, in the interleaved 2 of 5 format shall be printed on the label of each separable layer of the garment.

This barcode shall represent the serial number of the garment. The manufacturer shall be able to provide a detailed list of each asset of a drop-shipped order, and shall include the following:

- Brand
- Order Number
- Serial Number
- Style Number
- Color
- Description
- Chest/Waist Size
- Jacket/pant Length
- Sleeve Length
- Date of Manufacture
- Mark-For Data

This information shall be able to be imported into the manufacturers web-based system designed to facilitate the organization and tracking of assets in accordance with the cleaning and inspection requirements of OSHA and NFPA 1851.

_____Comply _____Exception

LOANER GEAR PROGRAM

The manufacturer shall provide loaner gear for no charge for jackets or trousers sent back for warranty related issues if they occur. This same loaner program shall also be available as a rental program in the event of an emergency contamination situation where gear has to be taken out of service.

_____Comply _____Exception

COUNTRY OF ORIGIN

Jackets and Pants shall be manufactured in the United States.

_____Comply _____Exception

FACTORY AND FACILITIES INSPECTION

The manufacturer shall provide and make available an inspection visit to confirm compliance to specifications at no expense to the Fire Department.

_____Comply _____Exception

PPE RECORD KEEPING

The manufacturer shall make available and no-charge, a password protected data based backed website that does not care whose brand of PPE assets are being recorded. The website shall have the functionality to allow the manufacturer to import all of the pertinent data into the department's account so that the initial data entry by fire department personnel is eliminated.

The website shall allow for the department to use a barcode scanner, if desired, to scan the Interleaved 2 of 5 barcode found in the gear by going to the Search the Serial Number page in PPE record keeping program, and scanning the asset's barcoded serial number.

_____Comply _____Exception

APPENDIX G: SPECIFICATIONS FOR STRUCTURAL FIRE FIGHTING 14" PULL-ON BOOTS

Instructions:

1. This completed Appendix G General Specification Form must be included with Offeror's proposal to be considered responsive and eligible for review by the Evaluation Committee.
2. Offerors must review each specification, then note if Offeror will comply or if there is an exception to the specification.
3. **ALL** exceptions to these specifications must include an explanation clearly stating the reason for the exception. Use additional pages as needed, noting the number / title of the exception.
4. If Offeror is not offering items exactly as listed in these specifications, Offeror shall be prepared to supply a sample (at Offeror's expense) to the City, within one week of the City's request. Offeror shall not send samples unless requested by the City after the City's review of exceptions.
5. After award recommendation to Council, Offerors may request the return of any samples at Offeror's expense.

NFPA and OSHA Certified

This specification details design and materials criteria to afford protection to the lower legs and feet, against adverse environmental effects during structural firefighting. All materials and construction will meet or exceed current NFPA and OSHA standards for structural fire fighters protective clothing.

- Certified to NFPA 1971, *Standard on Protective Ensembles for Structural Firefighting and Proximity Firefighting, Current Edition* for Structural Fire Fighting and
- NFPA 1992, *Standard on Liquid Splash-Protective Ensembles and Clothing for Hazardous Materials Emergencies, Current Edition*.

_____Comply _____Exception

General Design

14 inch Pull-On athletic footwear (cement construction) boot, black flame-resistant and water-resistant leather, double-stitched leather joining seams, hi-vis yellow and silver reflective trim, leather-trimmed webbing pull straps, padded leather collar, padded leather flex joints in the shaft above vamp and heel, liquid and chemical resistant breathable bootie liner, cut-resistant and thermal protective bootie-shield liner, composite safety toe cap, composite shank, composite penetration-resistant insole barrier, molded shin guard, flame-resistant synthetic rubber molded cup outsole and toe bumper, 3D lasting board, molded composite heel counter, internal heel fit system, and a removable molded footbed as well as an additional insert for use in conjunction with the footbed.

_____Comply _____Exception

[continues on next page]

Slip Resistance

Boots must exceed the minimum test values for slip resistance (average of left and right foot) as detailed below to provide superior performance in dry, wet, and frosted ice conditions. Boots that do not exceed these minimums in all conditions shall not be acceptable. Bidders must promptly supply a Technical Services Report from a recognized independent testing laboratory upon request showing the boots bid exceed this requirement.

Test Method:	SATRA TM144:2011 Slip Resistance of Footwear and Floorings Load = 500 N
Dry Clay Quarry Tile:	Forepart > 1.00 Heel > 1.00
Wet Clay Quarry Tile:	Forepart > 0.60 Heel > 0.60
Frosted Ice -7°C Run 1:	Forepart = 0.28 Heel = 0.28
Frosted Ice -7°C Run 4:	Forepart > 0.12 Heel > 0.12

For maximum slip resistance each outsole shall have Siping lines. Siping lines cut into flat areas open up when flexed to provide additional traction on water and ice. The boot shall also include self-cleaning lugs and an omni-direction tread pattern designed for superior performance in all terrains and when working on ladders.

_____Comply _____Exception

Flexibility

Boots must reach the Maximum Flex Angle of 48 degrees without exceeding the critical bending moment with a resulting stiffness index less than 10.0 as detailed below to provide maximum flexibility. Boots that do not meet this requirement shall not be acceptable. Bidders must promptly supply a Technical Services Report from a recognized independent testing laboratory upon request showing the boots bid meet this requirement.

Test Method:	SATRA TM194:2004 Longitudinal stiffness of footwear
	_____Comply _____Exception

FireStorm Leather

Boots shall be made from heavy-duty, flame-resistant and water-resistant full-grain cattle hide leather measuring 2.0 – 2.2 mm of thickness for durable tear and puncture resistance. Tumbled full-grain cattle hide leather shall be utilized in collar and flex areas for mobility. The leather shall be chrome tanned to withstand high temperature with minimal shrinkage, re-tanned to impart water resistance and low water absorption, and finished to retain maximum breathability. Leather shall meet or exceed the following physical tests:

Water Penetration	ASTM D2099	15,000 flex minimum
Dynamic Water Absorption	ASTM D2099	15% maximum
Static Water Absorption	ASTM D6015	30% maximum
Slit Tearing Strength	ASTM D2212	30 pound minimum
Moisture Vapor Transmission	ASTM D5052	350 g/meter ² /24 hours minimum
Flame Resistance	NFPA 1971	afterflame no more than 2.0 sec, not melt or drip, no burn through
	_____Comply	_____Exception

CROSSTECH® Footwear Fabric

A full-height, full sock, bootie liner made from a package of Omaha lining fabric, 300g felt insulation, and CROSSTECH® moisture barrier shall be provided for a liquid resistant and breathable moisture barrier as well as thermal protection as defined by the specified NFPA standards.

_____Comply _____Exception

Athletic Footwear (Cement) Construction Outsole

For optimum flexibility and comfort, boot shall include a VIBRAM® Synthetic Rubber Contoured Cup Outsole cemented to the bottom and sides of the upper using a 2-part cross-linking adhesive that forms a bond stronger than the materials it attaches. The outsole must be made from a flame, abrasion, oil, acid, and slip resistant compound engineered for high-traction, cold-weather resistance, and durability. Goodyear welt or direct attach construction methods shall not be acceptable.

_____Comply _____Exception

Bootie-Shield Liner

A protective bootie-shield of KEVLAR® fiber blend stitchbonded non-woven batting weighing 4.0 oz/yd² shall be positioned between the leather shell and the CROSSTECH® moisture barrier bootie to provide abrasion and cut resistance and additional thermal protection. Boots that do not have an additional Flame Resistant (FR) protective bootie-shield between the leather shell and the CROSSTECH® moisture barrier bootie shall not be acceptable.

_____Comply _____Exception

Composite Safety Toe Cap

The safety toe shall consist of a composite material that is lighter than steel, does not transmit heat or cold, and will spring back to shape after impact. Must exceed NFPA standards for safety. Metal toe caps shall not be acceptable.

_____Comply _____Exception

Padded Leather Collar

The padded collar shall have a rolled top edge formed by folding over the leather to help the boots slide against the pants liner and reduce the potential for the pants liner to hang up on the top of the boots as well as to reduce abrasion against the wearer's calf.

_____Comply _____Exception

Composite Penetration Resistant Insole Barrier

Penetration resistance shall be provided by a composite insole to maximize flexibility and insulate from heat or cold transmission. Must exceed NFPA standards for safety. Metal plates shall not be acceptable.

_____Comply _____Exception

3D Composite Lasting Board

Boot uppers shall be lasted to a molded and contoured dual-density lasting board with a built-in flex zone in the forefoot and a torsionally stable heel. Flat fiber board lasting boards shall not be acceptable.

_____Comply _____Exception

Composite Shank

The shank shall consist of a composite material that is lighter than steel, does not transmit heat or cold, and springs back to shape better. Metal shank shall not be acceptable.

_____Comply _____Exception

Molded Heel Counter

Boots shall have a molded heel counter of water-resistant composite material individually molded to fit each size perfectly. Leather or fiber board heel counters shall not be acceptable.

_____Comply _____Exception

Padded Shin Guard

Boots shall include a padded composite shin guard to provide extra protection when working on a ladder. Moisture absorbing natural fiber padding shall not be acceptable.

_____Comply _____Exception

Synthetic Rubber Toe Bumper

Boots shall have a molded Flame Resistant (FR) synthetic rubber toe bumper to provide abrasion resistance when crawling. The toe bumper shall be cemented and 2-needle stitched to the vamp.

_____Comply _____Exception

3M SCOTCHLITE™ Reflective Material

Boots shall have flame-resistant fluorescent yellow and silver 3M SCOTCHLITE™ reflective material sewn to both sides of the shaft for added visibility.

_____Comply _____Exception

Webbing Pull-Straps

Boots shall have NOMEX® webbing pull-straps with leather trim securely attached to the leather uppers by inserting into to collar seam to minimize stitching through the leather. Pull strength must be a minimum of 120 lbs when tested with a single handle.

_____Comply _____Exception

Internal Fit System

Boots shall have an anatomical foam insert that wraps around the top and sides of the heel with an opening to fit and hold the back of the heel securely while cushioning the ankle.

_____Comply _____Exception

Dual Density Enhanced 3D Molded Footbed System

Boots shall include removable dual density inserts, which shall be contoured to cradle and cushion the bottom of the foot and to provide arch support. The bottom layer shall be made of polyurethane foam for durable cushioning and support. The mid layer consists of a breathable microcellular foam with an anti-microbial fabric top layer which to wick moisture away from the foot. This layer molds to the foot to keep the foot cool. An additional polymer insert shall be provided to use in conjunction with the footbed for a snugger fit as needed.

_____Comply _____Exception

Sizes

Boots must be available in Men's full sizes 5 – 18 and half sizes 5½ – 15½ in Narrow, Medium, Wide, and X-Wide widths. Boots must also be available in a Wide Calf model in the same size range that will provide an additional 3 inches in circumference at the calf to fit those with larger calves. Boots must be available in Women's full sizes 5 – 12 and half sizes 5½ – 11½ in Narrow, Medium, Wide, and X-Wide widths.

_____Comply _____Exception

Resoling Service

The winning vendor shall have resoling services available at their factory as needed.

_____Comply _____Exception

Country of Origin

Boots shall be manufactured in the United States.

_____Comply _____Exception

Third Party Testing and Listing Program

All components used in the construction of these garments shall be tested for compliance to NFPA Standard 1971 and 1992 by a recognized independent testing lab which shall certify and list compliance to that standard. Such certification shall be denoted by the independent testing labs mark on the certification label affixed to the boots.

_____Comply _____Exception

Labels

Appropriate warning label(s) shall be permanently affixed to each garment. Additionally, the label(s) shall include the following information.

Compliance to applicable NFPA Standard(s), current edition(s).

Independent Testing Lab mark

Manufacturer's name

Manufacturer's address

Manufacturer's boot identification number

Date of manufacture

Size

_____Comply _____Exception

ISO Certification/Registration

The manufacturer shall be certified and registered to ISO Standard 9001 to assure a satisfactory level of quality.

_____Comply _____Exception

Warranty

The manufacturer shall warrant these boots to be free from defects in materials and workmanship for one year when properly used and cared for.

_____Comply _____Exception

Sizing by Vendor

The vendor shall be available to perform all sizing requirements.

_____Comply _____Exception

PPE Record Keeping

The manufacturer shall make available at no-charge, a password protected data based backed website that allows all brands of PPE assets are being recorded. The website shall have the functionality to allow the manufacturer to import all of the pertinent data into the department's account so that the initial data entry by fire department personnel is eliminated.

The website shall allow for the department to use a barcode scanner, if desired, to scan the Interleaved 2 of 5 barcode found in the gear by going to the Search the Serial Number page in PPE record keeping program, and scanning the asset's barcoded serial number.

_____Comply _____Exception



CITY OF ALPHARETTA
RECORD OF RECEIPT of REQUEST for PROPOSALS

This record serves to acknowledge the receipt of proposals in response to a public offering by the City of Alpharetta. Information concerning the content of each proposal is not available for public viewing until the contract award is made by the City of Alpharetta Council.

RFP #: [19-102](#)

Due Date: [September 12, 2018](#)

RFP NAME: [Fire Department Structural Turnout Gear](#)

Due Time: [10:00 AM](#)

	OFFEROR NAME (as noted on proposal package)	DATE RECEIVED	TIME RECEIVED	NOTATIONS
1	Witmer Public Safety Group	9/4/2018	9:22 AM	
2	NAFECO	9/11/2018	10:26 AM	
3	Bennett Fire Products Company, Inc.	9/11/2018	3:05 PM	
4	Georgia Fire and Rescue	9/12/2018	8:48 AM	
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Procurement Website: <https://www.ebidexchange.com/alpharetta>

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RFP Evaluation / Scoring Sheet (Detail)
Fire Department Structural Turnout Gear
RFP 19-102

OFFERORS	Bennett Fire Products Company, Inc.	Georgia Fire and Rescue	NAFECO
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Scoring Instructions:

1. Score each criteria for each proposal using a scale of 1 - 5; 5 = highest score available for any criteria.
2. Scores should be noted for each criteria as this will be the basis for evaluation.
3. Weights will be applied to combined scores.
4. Cost will be evaluated separately.

CRITERIA			
Ordering to Delivery Time (Lead time for Delivery): 34%	1.45	1.45	0.98
Location of site supplying items and services to the City: 19%	0.76	0.71	0.57
Approach to Project / Method of Providing Service / Scheduling / Ordering: 44%	1.98	0.99	1.65
Alpharetta Vendor Preference: 3%	0.00	0.00	0.00
Total Proposal Score % (<i>Cost not Opened-Scored</i>)	4.19	3.15	3.20

Item	Regular Size		If any - Note Price Difference for Larger Sized Items			
	Note Regular Size Range	Regular Size Pricing	Note Large Size Range	Large Size Pricing	Additional Large Size Range	Additional Large Size Pricing
Protective Jacket for Structural Fire Fighting <i>Globe</i>	<i>a11</i>	<i>\$1,252.00</i>				
Protective Pants for Structural Fire Fighting <i>Globe</i>	<i>a11</i>	<i>\$1,089.00</i>				
Structural Fire Fighting 14" Pull-On Boots <i>Globe</i>	<i>a11</i>	<i>\$389.00</i>				

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 *Bennett Fire Products Company, Inc.*

ADDRESS *195 Stockwood Drive, Suite 170, Woodstock, GA 30188*

AUTHORIZED SIGNATURE(S) *Danny Bennett*

PRINT / TYPE NAME(S) AND TITLE(S) *Danny Bennett, President*

CONTACT INFO: PHONE NUMBER *770-591-0520 cell 770-402-9910*

CONTACT INFO: E-MAIL ADDRESS *bennettfire@att.net*



City Council Meeting and Public Hearing STAFF REPORT

Submitting Department: Public Safety
Submitted By: Will Merrill
Meeting Date: October 15, 2018

I. AGENDA ITEM TITLE: REQUEST TO SUBMIT: FISCAL YEAR 2018 ASSISTANCE TO FIREFIGHTERS GRANT APPLICATION

II. RECOMMENDATION:

Adopt the attached resolution approving submission of a grant application under the Federal Emergency Management Agency's FY 2018 Assistance to Firefighters Grant Program.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY
OPRT. BUDGET: NO

TOTAL PROJECT COST: \$144,092.96 (EQUIPMENT/SERVICE PLAN).
\$3,000 (GRANT WRITING SERVICES). \$131,183.66 GRANT FUNDING
POTENTIAL. NET CITY COST: \$15,909.30.

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
LUCAS 3 Chest Compression Systems Qty:7 (account TBD upon approval)	\$144,092.96
Grant Writing Services (account TBD upon approval)	\$3,000.00
City Match to Assistance to Firefighter Grant (34090200-57900)	(\$15,909.30)

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Assistance to Firefighters Grant (account TBD upon approval: LUCAS equipment)	\$129,683.66
Assistance to Firefighter Grant (account TBD upon approval; grant writing services)	\$1,500.00
-	\$0.00

IV. REPORT IN BRIEF:

Introduction

The U.S. Department of Homeland Security, through the Federal Emergency Management Agency, funds multiple grant programs for state and local first responders. One of these programs is the Assistance to Firefighters Grant (AFG), an annual award program specific to fire and emergency medical services.

The Alpharetta Department of Public Safety requests authorization to apply for funding under the Federal Emergency Management Agency's FY 2018 Assistance to Firefighters Grant Program, which would be used to purchase seven (7) LUCAS 3 Chest Compression devices for our Fire Apparatus.

Background

The Alpharetta Department of Public Safety - Fire Services responds to over 7,000 emergency calls for service each year. None of these calls are more critical than a patient in cardiac arrest. Over the last 5 years, fire units have responded to over 100 cardiac arrests. The average national survival rate of cardiac arrest outside of the hospital is 11%. During this same period, the city of Alpharetta has almost a 16% survival rate. There are several reasons why Alpharetta is ahead of the national average. Alpharetta firefighters are some

of the most highly trained medical personnel in the state. They are proficient in CPR and Advanced Cardiac Life Support, among other advanced medical courses. Another reason for our success is that Alpharetta is always at the cutting edge of the latest medical advances and equipment.

Alpharetta is constantly striving to provide our personnel with the best equipment and proper tools to best serve the citizens and visitors of our city. We carry the most advanced drugs to treat most medical emergencies and have the most up-to-date cardiac monitors to provide life-saving defibrillation to those patients in cardiac arrest.

In keeping with our goal of providing our personnel with the best available equipment, we are requesting to purchase (7) LUCAS 3 Chest Compression devices for our apparatus (one for each apparatus). Any provider that has ever provided CPR can attest that providing compressions is one of the most exhausting skills they will ever do. Studies have shown that the longer an individual does compressions, the less effective the compressions become. Switching providers allows rested providers to take over compressions; however, the interruption in compressions that occurs during a switch has been shown to decrease perfusion, which decreases the probability of survival. The Lucas Chest Compression system provides benefits to cardiac arrest patients by providing consistent, high quality compressions for an extended period without interruption (American Hospital Association recommended practice). The depth and rate of compressions is perfectly consistent, which provides greater blood flow to the heart and brain. A recent study showed that agencies that had automatic compression devices had significantly higher survival rates than those that did not. We believe that by purchasing the Lucas 3 devices, we can increase our survival rate even more than our current rate.

Each LUCAS 3 Chest Compression device costs \$20,584.71 (including main unit, battery packs, charger, and 4-year service plan). Total cost is estimated at \$144,092.96. If we are awarded the grant there is a required 10% match from the city estimated to be in the amount of \$14,409.30 and is available in the capital grant account. LUCAS 3 Chest Compression

The Department anticipates the need to use the services of a grant writer in the amount of up to \$3,000 which may be (partially or fully) included in the grant award and is part of this funding request.

If the grant is not awarded, the City is obligated to fund the entire grant writing service cost.

V. ALTERNATIVES:

VI. ATTACHMENTS:

2018 Resolution, Alpharetta Fire LUCAS (7) Quote



**A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY COUNCIL
TO APPROVE THE SUBMISSION OF THE FY18 ASSISTANCE TO
FIREFIGHTERS GRANT TO THE FEDERAL EMERGENCY
MANAGEMENT AGENCY (FEMA)**

WHEREAS, the Federal Emergency Management Agency made funding available under the FY18 Assistance to Firefighters; and

WHEREAS, such funds may be used to more effectively protect the health and safety of the public and first responders with respect to fire and other hazards; and

WHEREAS, the City of Alpharetta has applied for funding through this program; and

WHEREAS, the funding, if awarded shall be used to purchase seven (7) LUCAS 3 Chest Compression Systems; and

WHEREAS, evidence authorizing the acceptance of said application must be provided.

NOW, THEREFORE BE IT SO RESOLVED, by the Mayor and Council of the City of Alpharetta, Georgia, that the submission of the FY18 Assistance to Firefighters Grant application is hereby approved; and if awarded the Mayor is hereby authorized to execute the award package with directives under the Assistance to Firefighters Grant Program.

Adopted this _____ day of _____ 2018.

CITY OF Alpharetta, GEORGIA

By: _____
Mayor

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Attest: _____
City Clerk



Physio-Control, Inc
11811 Willows Road NE
P.O. Box 97006
Redmond, WA 98073-9706 U.S.A.
www.physio-control.com
tel 800.442.1142
Sales Order fax 800.732.0956
Service Plan fax 800.772.3340

To Alpharetta Department of Public Safety
Attn: Jim Darling, EMS Director
11565 Maxwell Rd
Alpharetta, GA 30009
(678) 297-6278
jdarling@alpharetta.ga.us

Quote Number 00144698
Revision # 1
Created Date 10/4/2018
Sales Consultant Lee Dupree
(770) 329-4081
lee.dupree@stryker.com
FOB Redmond, WA
Terms All quotes subject to credit approval and the following terms and conditions
NET Terms NET 30

Expiration Date 12/10/2018

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
99576-000063	LUCAS 3, v3.1 Chest Compression System INCLUDES HARD SHELL CASE, SLIM BACK PLATE, TWO (2) PATIENT STRAPS, (1) STABILIZATION STRAP, (2) SUCTION CUPS, (1) RECHARGEABLE BATTERY, AND INSTRUCTIONS FOR USE WITH EACH DEVICE. The device can connect wirelessly to the LIFENET® System for setup options, post-event report generation and asset management.	7.00	15,950.00	-2,073.50	13,876.50	97,135.50
11576-000060	LUCAS Battery Desk-Top Charger	7.00	1,195.00	-155.35	1,039.65	7,277.55
11576-000071	LUCAS Power Supply	7.00	379.00	-49.27	329.73	2,308.11
11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	7.00	730.00	-94.90	635.10	4,445.70
11576-000090	Grip Tape (3-pack), LUCAS Slim Back Plate	3.00	70.00	-9.10	60.90	182.70
LUCAS-OSCOMP-4-POS	LUCAS Service - 4 YEAR. On-site Comprehensive Coverage. Annual Payments. On-site Comprehensive Coverage for LUCAS® Includes: -Services performed at customer's location by a Physio-Control Technical Specialist -Parts and labor necessary to restore device to original specifications -Annual Preventive Maintenance and inspections including quality assurance documentation -Discounts on accessories, disposables, and upgrades -Updates to the latest software version -Preconfigured loaner device provided if needed	7.00	5,472.00	-820.80	4,651.20	32,558.40

Subtotal USD 143,907.96
Estimated Tax USD 0.00

Estimated Shipping & Handling

USD 185.00

Current Sales Tax Rates will be applied at the time of Invoice and tax rate is based on the Ship To location

Grand Total

USD 144,092.96

Pricing Summary Totals

List Price Total

USD 166,292.00

Total Contract Discounts Amount

USD -5,745.60

Total Discount

USD -16,638.44

Trade In Discounts

USD 0.00

Tax + S&H

USD 185.00

GRAND TOTAL FOR THIS QUOTE

USD 144,092.96

Please provide a company issued Purchase Order that includes Billing and Shipping Address.

PO must reference payment terms of Net 30 days.

- OR -**Required information if no Purchase Order is provided**

Billing Address ☐ same as address on quote	Shipping Address ☐ same as Billing Address
Account Name	Account Name
Address	Address
City	City
State	State
Zip Code	Zip Code
Accounts Payable Contact Information	
Accounts Payable Contact	Accounts Payable Phone Number
Accounts Payable Email	Customer is Tax Exempt? ☐ Yes ☐ No
Authorized Customer Signature	
Name	Signature
Title	Date

Optional information:

Special Ship to Address

Comments

For Multiple End Users, please attach a supporting document with End User name, physical location, product type and quantity

Reference Number LD/179434

General Terms for all Products, Services and Subscriptions.

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

Pricing. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

Payment. Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

Minimum Order Quantity. Physio reserves the right to charge a service fee for any order less than \$200.00.

Patent Indemnity. Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

Limitation of Interest. Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

Delays. Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

Limited Warranty. Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

Compliance with Confidentiality Laws. Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

Compliance with Law. The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

Regulatory Requirement for Access to Information. In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

No Debarment. Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

Choice of Law. The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

Additional Terms for Purchase and Sale of Products.

In addition to the General Terms above, the following terms apply to all purchases of products from Physio:

Delivery. Unless otherwise specified by Physio in writing, delivery shall be FOB Physio point of shipment and title and risk of loss shall pass to Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from Buyer, Physio will obtain transportation on Buyer's behalf and for Buyer's account. Delivery dates are approximate. Freight is pre-paid and added to Buyer's invoice. Products are subject to availability.

Inspections and Returns. Within 30 days of receipt of a shipment, Buyer shall notify Physio of any claim for product damage or nonconformity. Physio, at its sole option and discretion, may repair or replace a product to bring it into conformity. Return of any product shall be governed by the Returned Product Policy located at <http://www.physio-control.com/Documents/>. Payment of Physio's invoice is not contingent on immediate correction of nonconformities.

No Resale. Buyer agrees that products purchased hereunder will not be resold to third parties and will not be reshipped to any persons or places prohibited by the laws of the United States of America.

Additional Terms for Purchase and Sale of Service Plans.

In addition to the General Terms above, the following terms apply to all Physio Service Plans.

Service Plans. Physio shall provide services according to the applicable Service Plan purchased by Buyer and described at <http://www.physio-control.com/ServicePrograms.aspx> for the length of the subscription purchased and for the devices specified as covered by the Service Plan ("Covered Equipment").

Pricing. If the number or configuration of Covered Equipment changes during the Service Plan subscription, pricing shall be prorated accordingly. For Preventative Maintenance, Inspection Only, Comprehensive, and Repair & Inspect Service Plans, Buyer is responsible to pay for preventative maintenance and inspections that have been performed since the last anniversary of the subscription start date and such services shall not be pro-rated.

Device Inspection Before Acceptance. All devices that are not covered under Physio's Limited Warranty or a current Service Plan must be inspected and repaired (if necessary) to meet specifications at then-current list prices prior to being covered under a Service Plan.

Unavailability of Covered Equipment. If Covered Equipment is not made available at a scheduled service visit, Buyer is responsible to reschedule with the Physio Service Technician, or ship-in the Equipment to a Physio service depot. Physio reserves the right to charge Buyer a surcharge for a return visit. Surcharges will be based on then-current Physio list price of desired services, less 10% for labor and 15% for parts, plus applicable travel costs. The return visit surcharge will be in addition to the subscription price of the Service Plan. To avoid the surcharge, Buyer may ship devices to a Physio service depot. Buyer shall be responsible for round-trip freight for ship-in service.

Unscheduled or Uncovered Services. If Buyer requests services to be performed on Covered Equipment which are not covered by a Service Plan, or are outside of designated Services frequency or hours, Physio-Control will charge Buyer for such services at 10% off Physio-Control's standard rates (including overtime, if appropriate) and applicable travel charges. Repair parts required for such repairs will be made available at 15% off the then-current list price.

Loaners. If Covered Equipment must be removed from service to complete repairs, Physio will provide Buyer with a loaner device, if one is available. Buyer assumes complete responsibility for the loaner and shall return the loaner to Physio in the same condition as received, normal wear and tear exempted, upon the earlier of the return of the removed Covered Equipment or Physio's request.

Cancellation. Buyer may cancel a Service Plan upon sixty (60) days' written notice to Physio. In the event of such cancellation, Buyer shall be responsible for the portion of the designated price which corresponds to the portion of the Service Plan subscription prior to the effective date of termination and the list-price cost of any preventative maintenance, inspections, or repairs rendered after the last anniversary date of the subscription start date.

No Solicitation. During the Service Plan subscription and for one (1) year following its expiration Buyer agrees to not to actively and intentionally solicit anyone who is employed by Physio to provide services such as those described in the Service Plan.



2 PARK PLAZA
ALPHARETTA, GA 30009
PHONE: 678.297.6000
WWW.ALPHARETTA.GA.US

To: Mayor and Council

From : Bob Regus

Subject: Director of Human Resources Position

Mayor and Council,

This is written to respectfully request the creation of a Human Resources Director position for the City effective immediately which then gives me the opportunity to begin the process of hiring a director and having the director on board around the first of 2019.

Our previous director resigned in April, 2006. At that time the Assistant City Administrator had the capacity with his other job duties to take on the responsibility. With growth in the City especially in the area of communications it is felt that Mr. Drinkard has plenty enough to do that requires us to look to the need for a Human Resources director to focus his or her full time effort to that role.

The job description that was presented to you at the retreat is attached.

Funding for the position will come from the vacated Internal Auditor position. Mr. Harris will make the appropriate budgetary changes when he brings forward mid-year budget recommendations in January.

I will begin the recruitment process immediately.

Any questions please let me know.

A handwritten signature in black ink, appearing to read "BA Regus".

Bob Regus

MAYOR
JIM GILVIN

MAYOR PRO TEM
DONALD F. MITCHELL

COUNCIL MEMBERS
JASON BINDER
BEN BURNETT
JOHN HIPES
DAN MERKEL
KAREN RICHARD

CITY ADMINISTRATOR
ROBERT J. REGUS



City of Alpharetta JOB DESCRIPTION

Department: Human Resources
Job Code: 1137
New: 09/2018

Grade Level: N/A
FLSA: Exempt

DIRECTOR OF HUMAN RESOURCES

Under administrative direction of the City Administrator, plans, organizes, directs, manages, and oversees the activities and operations of the City's Human Resources Department which includes employee relations programs; employee recruitment and retention, examination and selection; classification and compensation; and workforce training and development. Performs responsible and complex administrative work including directing or conducting special projects; coordinating activities with other City officials, departments, outside agencies, organizations, and the public; developing, establishing, revising and updating personnel rules and regulations and related policies and procedures; coordinating employee disciplinary processes; managing and conducting complaint investigations. Provides highly complex administrative support to the City Administrator in support of City Council goals and objectives, as assigned, regarding personnel matters.

Overview of Duties, Responsibilities and Position Requirements

*The following duties are typical for this classification. Incumbents **may not perform** all of the listed duties and/or **may be required to perform** additional or different duties from those set forth below to address business needs and changing business practices. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

- Administers and directs a comprehensive human resources management program, including formulating and recommending policies, regulations and practices for carrying out the program.
- Administers all provisions of the personnel system not specifically reserved to the City Administrator or other department heads. Consults with and advises the City Administrator and other Department officials to coordinate the various phases of the policies, practices, ordinances and resolutions, including: administration of the recruitment, retention, examination and selection process; ensuring the personnel programs and actions provide for equal employment opportunity; preparing and assisting in the preparation of classification and compensation plans. Assists with the administration of an employee performance evaluation system; and with the administration of employee discipline.
- Manages the development and implementation of personnel goals, objectives, and priorities for each assigned service area; develops, recommends and administers policies and procedures.
- Establishes, within City policy, appropriate service and staffing levels; monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; allocates resources accordingly.
- Plans, directs, and coordinates, through management level staff, the work plan for the Human Resources Department; assigns projects and provides direction and supervision on key projects.

DIRECTOR OF HUMAN RESOURCES

- Interprets, reviews, and recommends to the City Administrator revisions to the City's personnel rules and regulations and policies; conducts special studies, prepares reports and makes recommendations to the City Administrator relating to personnel matters.
- Develops and administers a citywide employee training and development program for upgrading employee skills and performance.
- Oversees and participates in the development and administration of the budget for assigned functional areas.
- Provides professional and technical expertise, information and assistance to City officials, boards, commissions, civic groups, and the public on City Human Resources policies and programs including competitive compensation plans, and policies to meet federal and state laws.
- Performs related duties as required or assigned.

Required Knowledge, Skills and Abilities

Knowledge of:

- Operations, services, and activities of a municipality.
- Advanced principles and practices of public and local government administration.
- Principles and practices of public human resources and personnel administration including methods and techniques used in recruitment, retention, examination, selection, diversity, equal employment, classification, job analysis and evaluation, compensation administration, training and personnel records management.
- Current federal, state, and local laws, codes, and regulations pertaining to local government operations and employment law.
- Principles and practices of program development and administration.
- Government, council, and local and state legislative processes.
- Methods of analyzing, evaluating, and modifying administrative procedures.
- Principles and practices of municipal finance and budget preparation and administration.
- Methods and techniques for goal setting and program evaluation.
- Principles of supervision, training, and performance evaluation.
- Decision making techniques.
- Principles of effective public relations and interrelationships with community groups and agencies, private businesses and firms, and other levels of government.
- Methods and techniques of research, statistical analysis, and report presentations.
- Strong analytical skills and a thorough knowledge of plan designs. Ability to understand, evaluate and make judgment on the proposals (RFP's).
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Proficiency with Microsoft Office.
- Excellent written and oral speaking skills are required

Ability to:

- Provide effective leadership and consultation to department directors, managers, and other City staff and coordinate a variety of program activities.
- Participate in the development and administration of citywide goals, objectives, work standards, internal controls, and methods for evaluating achievement and performance levels.
- Analyze and define problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.

DIRECTOR OF HUMAN RESOURCES

- Identify and respond to sensitive community, organizational, and City Council issues, concerns, and needs.
- Research, analyze and evaluate new service delivery methods and techniques.
- Research, analyze, interpret, summarize, and present administrative and technical information and data in an effective manner.
- Plan, organize, direct, coordinate, supervisor, train and evaluate the work of staff.
- Prepare and administer a departmental budget.
- Interpret and apply federal, state and local policies, laws and regulations.
- Negotiate and resolve complex issues.
- Identify and respond to organizational issues, concerns and needs, including responding to inquiries or complaints from internal and external sources.
- Facilitate group participation and consensus building.
- Operate office equipment including computers and supporting word processing, spreadsheet, HRIS and database applications.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience

Any combination of education and experience sufficient to successfully perform the essential functions of the job qualifies.

- Bachelor's degree from an accredited college or university with major course work in personnel management, public administration, business administration, or a related field. A Master's degree is highly desirable.
- Ten years of broad and extensive experience in personnel administration including three years of management experience and administrative responsibility within various areas of the personnel field. Municipal experience is highly desirable.
- Possession of or ability to obtain and retain a valid Georgia driver's license.

Physical Demands

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting and operate office equipment. Continuous sitting and upward and downward flexion of neck; fine finger dexterity; light to moderate finger pressure to manipulate keyboard, equipment controls, and office equipment; pinch grasp to manipulate writing utensils. Frequent side-to-side turning of neck, walking, standing, bending, stooping, pushing/pulling, and twisting at waist; moderate wrist torque to twist equipment knobs and dials; lifting objects weighing up to 20 lbs. from below waist to above shoulders and transporting distances up to 50 yards. Occasional squatting, kneeling, and reaching above and at shoulder height; moderate grasping to manipulate reference books and manuals; lifting objects weighing 20-35 lbs. from below waist to above shoulders and transporting distances up to 50 feet.

Vision: See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents and to operate equipment.

Hearing: Hear in the normal audio range with or without correction.

DIRECTOR OF HUMAN RESOURCES

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.