



City Council Meeting & Public
Hearing
JUNE 17, 2019

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 6/10/2018)

B. Alcoholic Beverage License Applications

PH-19-AB-14 **WRIG City Center LLC**
d/b/a Central City Tavern
19 Academy St. #1D
Alpharetta, GA 30009

Restaurant
Consumption on Premises
Beer, Wine, Liquor, Sunday Sales

Owner: Brian Will
Registered Agent: Brian Will

PH-19-AB-16 **Ming Rui Inc.**
d/b/a Oshi Poke Bowl and Sushi
875 N. Main St. Suite 305
Alpharetta, GA 30004

Restaurant
Consumption on Premises
Beer & Sunday Sales

Owner: Yanbin Lin
Registered Agent: Maria Elena Gallegos

V. PROCLAMATIONS

A. Proclamation for "Kathy Swahn Day"

VI. PRESENTATIONS

A. Presentations and Discussions by Eric Bosman with Kimley Horn regarding the Fulton County Transit Plan; Tim Matthews with Georgia Department of Transportation regarding Express Lanes; and Emily Ritzler with MARTA regarding the Bus Rapid Transit Plan.

VII. PUBLIC HEARING

A. V-19-02: 112 Thompson Street / Bed & Breakfast Variance

NOTE: This item has been deferred by Staff and will be neither heard nor considered during this meeting.

Consideration of a variance request to allow parking between the building and the road and to allow buffer averaging to accommodate a stream buffer encroachment. The property is located at 112 Thompson Street is legally described as being located in Land Lot 748, 1st District, 2nd Section, Fulton County, Georgia.

B. PH-19-03 Northwinds Summit/Monte Hewett Homes

NOTE: This item has been withdrawn by the Applicant and will be neither heard nor considered during this meeting.

Consideration of a change to previous conditions of zoning to replace 32 'For-Sale' condominium units with 4 'For-Sale' detached homes and 6 'For-Sale' townhome units. The property is located at the northeast corner of Haynes Bridge Road and Georgia 400 and is legally described as being located in Land Lots 752, 753, 798 and 799, 1st District, 2nd Section, Fulton County, Georgia.

C. MP-19-02 / V-19-06: Brixmor Mansell Crossing/Regency Park Master Plan

Consideration of a master plan amendment to allow non-entertainment retail use and a variance to the North Point Overlay streetscape requirements as it relates to new internal streets. The property is located at 7660 North Point Parkway is legally described as being located in Land Lot 655, 656, 685 & 686, 1st District, 2nd Section, Fulton County, Georgia.

D. V-19-05 North Fulton Compounding Pharmacy Variance

Consideration of a variance request to allow parking between the building and the road. The property is located at 305 South Main Street is legally described as being located in Land Lot 693, 1st District, 2nd Section, Fulton County, Georgia.

E. PH-19-04 Edison Drive Road Abandonment/Change of Condition

Consideration of a change to a previous condition of zoning related to a road abandonment to remove a requirement to construct a roundabout at the end of Edison Drive. 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.

VIII. OLD BUSINESS

A. Unified Development Code and Code of Ordinances Text Amendments – Design Review Board **(2nd Reading)**

IX. NEW BUSINESS

A. Park System Wayfinding and Signage Replacements (RFP 19-115)

B. "The Laborer" - Miscellany Sculpture

X. WORKSHOP

A. Omnium Gatherum Exhibit – Outdoor Art On Loan Project

- XI. PUBLIC COMMENT**
- XII. REPORTS**
- XIII. ADJOURNMENT TO EXECUTIVE SESSION**



City Council Meeting & Public Hearing STAFF REPORT

Submitting Department: City Clerk

Submitted By: Erin Cobb

Sponsored By:

Meeting Date: June 17, 2019

I. AGENDA ITEM TITLE: COUNCIL MEETING MINUTES (MEETING OF 6/10/2018)

II. RECOMMENDATION:

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:

City Council Meeting draft minutes 6-10-2019



City Council Meeting
June 10, 2019
Office of the City Clerk

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

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 (absent)
 - o Dan Merkel
 - o Karen Richard
- Staff
 - o Bob Regus, City Administrator
 - o Scott Hastey, City Attorney
 - o James Drinkard, Asst. City Administrator
 - o Peter Sewczwicz, Director of Public Works
 - o John Robison, Director of Public Safety
 - o Randy Bundy, Director of Information Technology
 - o Cris Randall, Director of Human Resources
 - o Joel Williams, Information Technology Manager
 - o Jonathan Hickel, Public Safety Administration
 - o Kurt Kirby, Projects Manager

III. PLEDGE TO THE FLAG

IV. CONSENT AGENDA

A. Council Meeting Minutes (Meeting of 6/3/2019)

B. Alcoholic Beverage License Applications PH-19-AB-15 Concept to Table LLC

d/b/a Minnie Olivia Pizzeria
10 Roswell St. Ste. 120
Alpharetta, GA 30009

Restaurant
Consumption on Premises
Beer, Wine, Liquor, Sunday Sales

Owner: Julio Delgado
Registered Agent: Julio Delgado

❖ Council Member Burnett offered a motion to approve the consent agenda

- The motion received a second from Council Member Merkel
- The motion was approved unanimously (5-0); Mayor Pro Tem Mitchell and Council Member Hipes absent

V. OLD BUSINESS

A. Ordinance: Shareable Dockless Mobility Devices (2nd Reading)

- City Attorney, Scott Hastey, came forward to present this item.
- Staff recommends the approval of the second reading of an ordinance to amend the Code of the City of Alpharetta with respect to shareable dockless mobility devices; and for other purposes as presented.
- Local governments across the country are experiencing the increased integration of new technology platforms into their transportation systems. One area where this growth is moving at a fast pace is the deployment of dockless shareable mobility devices, such as bikes, including electric assist, and electric scooters. While these devices may have some potential to assist in "last mile" transportation, they can also pose risks to public safety, become hazards or block sidewalks, or even pose questions relative to personal privacy and data sharing.
- The modus operandi for Lime, Bird, and other companies introducing shareable dockless mobility devices into communities is to simply place a large volume of them in a community without notice, betting that riders will encourage elected officials to change city infrastructure and enact regulations to ensure the devices become an essential part of transportation

- In every city on which the scooters have descended, city officials have been barraged with complaints about abandoned scooters in sidewalks, accidents, and “near misses” with helmet-less riders on busy streets.
- As reported by the AJC in March, Grady Memorial Hospital estimated it receives between 80 and 100 scooter-related injuries per month, ranging from serious head injuries to broken limbs. Around the nation, it’s estimated there have been at least 1,500 injuries related to the scooters since 2017, according to a Consumer Reports magazine study published in February. The magazine also found at least four scooter-related fatalities were confirmed nationally. The magazine compiled the data after contacting 110 hospitals in 47 cities where the two biggest scooter companies, Bird and Lime, operate.
- While we want to encourage innovative strategies that help to improve transportation and mobility, it is essential that solutions be safe for users and the general public and not create a nuisance in the community. A growing body of evidence indicates that dockless shareable mobility devices, especially in the form of scooters, do not meet that threshold.
- For this reason, Staff has worked with the City Attorney to bring forward an ordinance that would establish a ban on dockless shareable mobility devices in the City of Alpharetta.
- City Attorney, Scott Hastey, reviewed the following changes made to the ordinance since the first reading (changes in red):
 - o (1)“Shareable Dockless Mobility Device” means any dockless wheeled device, whether it be human-powered, electric, or otherwise motorized, that permits an individual to move or be moved freely, including but not limited to a bicycle, scooter, or skateboard; is accessed via an on-demand portal, whether a smartphone application, membership card, or similar method; is ~~operated~~ rented or otherwise made available for use to members of the public on a short-term basis by a private entity that owns, manages, and maintains, or operates a system that provides, devices for shared use by members of the public; and is available to members of the public ~~in~~ at transitory (non-fixed) locations or unstaffed, self-service locations.
 - o (2)“Dockless” means that the device ~~does is~~ does not require ~~d the individual user to~~ be returned and locked the device to an authorized fixed station by the individual user once the user has completed their use of the device.
- City Attorney, Scott Hastey, read the ordinance aloud.

Public Comment:

- No Public Comment

- ❖ Council Member Merkel offered a motion to approve the second reading of the Shareable Dockless Mobility Devices Ordinance
 - The motion received a second from Council Member Richard
 - The motion was approved unanimously (5-0); Mayor Pro Tem Mitchell and Council Member Hipes absent

VI. NEW BUSINESS

A. Video and Badge Security System Maintenance and Camera Replacement / Expansion for the City Jail and City Center Parking Garage (RFP 19-107)

- Director of IT, Randy Bundy, came forward to present this item.
- Staff recommend Mayor and Council award RFP 19-107 to NetPlanner Systems Inc. for a 5-year service contract to provide maintenance, management, and support of the City's video and badge security system equipment as well as the replacement/expansion of security cameras within the City Jail and City Center Parking Garage and also authorizing the Mayor to execute all necessary documents.
- This RFP consisted of three related components: (1) Maintenance, Management, and Support of the City's Video and Badge Security Infrastructure; (2) Replacement and Expansion of the City Jail's Security Camera Infrastructure; and (3) Expansion of the City Center Parking Garage's Security Camera Infrastructure. Each component is discussed below:

Maintenance, Management, and Support of the City's Video and Badge Security Infrastructure:

- The City's current video system footprint consists of 6 servers and 121 cameras (78 security and 43 traffic) while the badge system consists of 39 controllers, 8 elevator boards, and a large number of door relays and magnetic locks. The City's security infrastructure has evolved in recent years with management consisting of partnering with a private security technology provider on an as-needed basis to assist in maintenance (e.g. firmware updates) and support; primarily on a reactive basis.
- As the City's security infrastructure has grown, it has become apparent that a more proactive security technology provider partnership is needed to not only support the existing infrastructure (e.g. ensure all firmware and software fixes are made as-soon-as-available, fix malfunctioning cameras, etc.), but also guide the future growth based on best-practice industry standards.

Replacement and Expansion of the City Jail's Security Camera Infrastructure:

- Funding for this project was approved during the fiscal year 2019 budget and entails replacing the existing 16 coax cameras with IP cameras while also expanding the system to include an additional 12 IP cameras (28 in total). The current camera system was purchased off-the-shelf and uses low resolution cameras and an aging recording system that is technologically obsolete.
- The upgrade of the security camera system requested herein will increase and improve jail employee and inmate safety through enhanced camera resolution by adding additional camera coverage and reducing instances of camera system downtime. The proposed system will integrate with the City's current security system (Avigilon) and will reduce the time needed to comply with open-record requests and/or investigations with its improved data-copying capabilities.

Expansion of the City Center Parking Garage's Security Camera Infrastructure:

- Funding for this project was approved during fiscal year 2019 and includes adding an additional 13 security cameras to the City Center Parking Garage to expand video system coverage.
- RFP 19-107 was created through guidance from the City Administration, Information Technology, Public Safety, and Public Works departments and is intended to culminate in a service-level agreement for the ongoing maintenance and support of the City's security camera system and employee badging system.
- Additionally, with the goal of streamline new installations and management of new equipment, staff also included consultation, engineering, design, purchase of new equipment, and installation of new equipment as a component of this solicitation. Staff felt it was strategically important to have the selected security technology provider be our partner in the replacement/expansion projects (Jail/Parking Garage) and included both projects into the solicitation.
- RFP 19-107 was issued on January 17, 2019, advertised during January/February, with a mandatory site-visit on February 6, 2019, and proposals received on February 28, 2019. The RFP was evaluated by subject matter experts within the City Administration, Information Technology, Public Safety, and Public Works Departments (the "Evaluation Committee"). The City received a total of two (2) responses which were submitted to the Evaluation Committee for review and ranking.
- The Evaluation Committee met on March 13, 2019 to review the proposals. An additional meeting was held on April 17, 2019 to discuss pricing including a best-and-final-offer request from NetPlanner. Each proposal was evaluated based on the following criteria: certifications and reseller standing with Avigilon and Software House (25%); project team, references, and company profile (40%); approach to project and added-value items (32%); Alpharetta vendor preference (3%). The resulting scores were as follows (ranking of "1" to "5" with "5" being the highest):
 - o 4.64 NetPlanner Systems Inc.
 - o 3.90 M.C. Dean
- From a cost perspective, the maintenance, management, and support component will be done on an hourly cost basis and billed at actual time invested. Hourly rates between the two firms are comparable with NetPlanner being the most cost competitive at an average cost-per-hour of \$70 (includes all skill sets, e.g. programmer, security technician, etc.).
- The replacement/expansion projects (Jail and City Center Parking Garage) represent turn-key pricing for purchase and installation of all required equipment and software. While not the low-cost provider, NetPlanner was competitive with the pricing as follows:
 - o Jail (\$58,452 M.C. Dean; \$67,803 NetPlanner)
 - o City Center Parking Garage (\$37,244 M.C. Dean; \$39,268 NetPlanner)
- The equipment quoted by each firm, all of which meets our minimum specifications, is slightly different and staff believes that the NetPlanner proposal provides the overall best value to the city from an equipment, installation, and long-term management perspective.
- With these factors in mind, staff recommends award of RFP 19-107 to NetPlanner Systems Inc.

Public Comment:

- No Public Comment

- ❖ Council Member Burnett offered a motion to award the RFP 19-107 to NetPlanner Systems Inc. for a 5-year service contract to provide maintenance, management, and support of the City's video and badge security system equipment as well as the replacement/expansion of security cameras within the City Jail and City Center Parking Garage and also authorizing the Mayor to execute all necessary documents.
 - The motion received a second from Council Member Merkel
 - The motion was approved unanimously (5-0); Mayor Pro Tem Mitchell and Council Member Hipes absent

VII. WORKSHOP

A. Roadway Rating and Pavement Analysis Report

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- In FY2019 Alpharetta funded a project to evaluate city roadway conditions. The objective was to collect useful data and information about the City's road inventory and surface condition that would allow the City's staff to optimize their plan for road network repair and rehabilitation under budget constraints. The new information collected, in conjunction with historical repair and rehabilitation information and traffic information helps the City make consistent and cost-effective decisions for roadway preservation.
- Dynatest, a firm with international experience in roadway rating and analysis, was selected to complete a thorough evaluation of the city's public roads. Dynatest manufactures, owns, and operates a state-of-the-art Pavement Condition Survey System (PCSS) for semi-automated pavement data collection and distress surveys of pavements.
- The PCSS is outfitted with the Pavement Laser Crack Measurement Systems (LCMS) for collecting continuous, high-resolution digital line scan pavement images and with a Dynatest Mark III Road Surface Profiler (RSP) for collecting longitudinal and travers profile data. Dynatest pavement inspectors take this information into a graphical interface to visualize, review, and edit all the collected datasets.
- This data is brought into PAVER, an industry-wide leader in pavement analysis software. In PAVER the City is able to determine the current Pavement Condition Index (PCI) for each road, create a 5-year and a 10-year preventative maintenance plan, create cost estimates for the upcoming years based on a variety of goals (i.e. improve average PCI score vs maintain current PCI score), create lists and maps of streets to be paved each year, and update lists based on completed paving work.
- In addition to the one-time analysis and software setup, Dynatest will return to the city in year 3 and year 5 of the contract to re-rate / re-analyze the roadway conditions. Roadway deterioration is non-linear (those with more truck traffic or thinner asphalt or smaller rock base may deteriorate faster than those without these issues).
- It is important to update the evaluations periodically so that the city can verify that it is expending its efforts efficiently and purposefully. This re-analysis will also

provide the city with concrete evidence on whether the pavement program is improving the roadway conditions, maintaining a status quo rating, or falling behind.

- This will be critical as the city looks at future budgets. Additionally, repetitive analysis allows the city to recognize patterns of quicker deterioration on roadways so that the possible need for entire roadway reconstruction or deeper restoration can be evaluated.

What is evaluated and why what you need a professional to review the roads?

- When a road is analyzed, different distresses are evaluated. These distresses help to indicate and predict the condition of the road and its rate of deterioration. The roadway distresses that are evaluated for the city include:
 - o Cracking (alligator, clock, edge, joint reflection, lateral and transverse)
 - o Bleeding
 - o Bumps / sags
 - o Depressions
 - o Lane or shoulder drop-offs
 - o Patching
 - o Potholes
 - o Rutting
 - o Swelling
 - o Raveling
 - o Weathering
- Each of these is independently evaluated for severity (low, medium, high) and each distress lowers the rated segment's overall condition score. Certain distresses are more catastrophic to the overall integrity of the roadway. When these are found they impact overall score more than superficial distresses.
- Not all cracking is the same. Some types of cracking indicate fatigue failure in roadways while others are superficial or cosmetic. Determination of which is which take years of professional training. This is why the City hires the best consulting firms with years of professional experience to complete the evaluations.

Pavement Condition Index Scores:

- The current roadway PCI score average is 68.58. This falls into the Fair category. As a goal, the City would like to improve this average score to 75 (which would bring our average rating to the Good condition
- Scoring is presented in two ways, as a total road score and as a segment score.
- A segment score is based on a small length of road typically between two intersecting streets or median breaks. This score zeros in on small patches of roadway distresses. The total roadway score combines a weighted average of the segments that make up the entire roadway.
- For neighborhood or shorter roads, the City will typically complete small repairs on a single segment (i.e. filling potholes) and will complete resurfacing along the entire length and width of the roadway for aesthetic consistency. For longer roads, such as North Point Parkway, it makes more financial sense to complete

resurfacing on sections (i.e. between two intersections) rather than spend money to do the entire road at one time.

- Since roadways do not fail uniformly, it does not make sense to spend money to repair sections until they need it. Therefore, smaller neighborhood roads are typically prioritized by roadway and section PCI while major roads are prioritized by section PCI.
- The City's roadway scores are divided into four categories: Good (75-100), Fair (50-74.9), Poor (25 - 49.9), and Very Poor (0 - 24.9).
- The current roadway PCI score average is 68.58. This falls into the Fair category. As a goal, the City would like to improve this average score to 75 (which would bring our average rating to the Good category).

Current policies and guidelines that will impact how we approach prioritization:

- Public Works staff uses the condition data provided in PAVER, GIS maps, visual inspections, and work order data to determine the roads to include in our preservation program each year. This holistic approach relies on sound engineering principles and accounts for our unique conditions and field experiences.
- Common practice is not to approach this with a linear “worst section first” methodology. Pavements do not fail linearly. In the degradation curve there is a point where cheaper and less obtrusive maintenance will extend the life and maintain a higher level of integrity prior to the steep decline in condition. It is advisable to try to ‘catch’ roads before they begin the steep decline.
- To do this, you will be spending money on roads that are not the lowest condition on the list. While you do want to focus large portions of funding to repair or rehabilitate those at the lowest end of the spectrum, there is an art in preserving a road just before the steep decline. The key is to find the balance where you are reducing the number of roads in the poor or very poor categories while maintaining everything else.
- In addition to understanding this dual method approach, the City has been selecting roads each year by proximity to each other. This saves the city mobilization money, but it also narrows the time frame any resident is inconvenienced by the project.
- The intent here is to select neighborhoods with the most “poor or red” sections of roads and then add in other roads in the neighborhood that fall below an average PCI of 75. This works great in most neighborhoods (some of the larger subdivisions have too many roads to get to each one in a year).
- The intent is to prevent milling and resurfacing year after year after year on different roads in one neighborhood. It also allows the roadway surface color to wear and fade uniformly throughout the neighborhood. We know this aesthetic is important to our residents.
- Based on the scenarios run in PAVER, and assuming that the degradation curves are accurate and prices for asphalt work do not jump beyond the assumed 3% inflation rate, the City could anticipate reaching the goal average roadway PCI of 75 after the FY24 milling and resurfacing project if \$5.1 million is budgeted for each of the next five years.

- Because this includes many assumptions, the City will continue to re-evaluate its plan each year once the annual pavement project is complete. PAVER will adjust scores (up for work completed and down for normal degradation) and new scenarios will be run. Each year our focus will adjust based on best engineering practices and field conditions. Some years we may concentrate on fewer more expensive full depth reclamation while other years a bulk of the budget will be spent on preventative maintenance like slurry seals.
- This combination of approaches and fluidity in the planning will provide the best and most cost-effective outcomes. By the end of FY24 the city will have 3 roadway evaluations and 5 years of adjusted pavement preservation projects. This data will help guide us for our next 5 years of planning and projects.

Public Comment:

- No Public Comment

VIII. PUBLIC COMMENT

- No Public Comment

IX. REPORTS

- Council Member Richard announced the Community Zoning Information Meeting on Wednesday, June 12th from 6:00 – 7:00 PM.
- Mayor Gilvin read a letter from a resident, Mary-Ann, thanking the Mayor, Council, and City Staff for continuing the Alpharetta Food Truck Alley event, which brings a variety of people together for food and music every Thursday through October 2019.

X. ADJOURNMENT

- ❖ With no further business to discuss or items to be heard, Mayor Gilvin adjourned the meeting at 6:53 PM

Respectfully submitted,



Erin Cobb, City Clerk



City Council Meeting & Public Hearing STAFF REPORT

Submitting Department: Administration

Submitted By:

Sponsored By:

Meeting Date: June 17, 2019

I. AGENDA ITEM TITLE: ALCOHOLIC BEVERAGE LICENSE APPLICATIONS

PH-19-AB-14 WRIG CITY CENTER LLC
D/B/A CENTRAL CITY TAVERN
19 ACADEMY ST. #1D
ALPHARETTA, GA 30009

RESTAURANT
CONSUMPTION ON PREMISES
BEER, WINE, LIQUOR, SUNDAY SALES

OWNER: BRIAN WILL
REGISTERED AGENT: BRIAN WILL

PH-19-AB-16 MING RUI INC.
D/B/A OSHI POKE BOWL AND SUSHI
875 N. MAIN ST. SUITE 305
ALPHARETTA, GA 30004

RESTAURANT
CONSUMPTION ON PREMISES
BEER & SUNDAY SALES

OWNER: YANBIN LIN
REGISTERED AGENT: MARIA ELENA GALLEGOS

II. RECOMMENDATION:

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:

public hearing minutes 6-13-2019



**CITY OF ALPHARETTA
PUBLIC HEARING
LIQUOR LICENSE**

DATE: June 13, 2019
TIME: 2:30 P.M.
LOCATION: City Hall, Council Chambers

Official Minutes

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

- I. **CALL TO ORDER:** Scott Hastey, Assistant City Attorney, called the meeting to order at 2:40 pm
- II. **LICENSE APPLICATIONS:**

A. PH-19-AB-16 **Ming Rui Inc.**
d/b/a Oshi Poke Bowl and Sushi
875 N. Main St. Ste. 305
Alpharetta, GA 30004

Restaurant
Consumption on Premises
Beer & Sunday Sales

Owner: Yanbin Lin
Registered Agent: Maria Elena Gallegos

Assistant City Clerk, Erin Lampert asked the representative for Oshi Poke Bowl to come forward. Ms. Lampert asked if the representative is familiar with the City's alcohol ordinance. Ms. Lampert asked the representative if she has any prior experience serving alcohol. Ms. Lampert reminded the representative that all employees must have pouring

permits and suggested that Mrs. Lin use Safe Serve or TIPS to ensure her employees are properly trained.

The owner of Oshi Poke Bowl, Yanbin Lin, 3970 Riversong Dr., Suwanee, GA came forward. Mrs. Lin stated Oshi Poke Bowl has been open for business for over a year now and that she has prior experience working in restaurants and serving alcohol. She said the only training her employees have received is from her instructions only. Mrs. Lin said she is familiar with the alcohol ordinance and that she will apply for her state license as soon as she gets her city license.

Public Comment: None

Mr. Hasteley stated that, after reviewing the application, he found no reason why the application should not be approved; and it would be placed on the consent agenda for Monday, June 17, at 6:30pm. Mr. Hasteley asked that a representative from the business be present in case someone on council may want to ask a question of the applicant.

III. ADJOURNMENT: There being no further business, Mr. Hasteley adjourned the hearing at 2:40 pm.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Erin Lamper", written over the printed name.

Erin Lamper, Assistant City Clerk



City Council Meeting & Public Hearing STAFF REPORT

Submitting Department: Administration

Submitted By:

Sponsored By:

Meeting Date: June 17, 2019

I. AGENDA ITEM TITLE: PRESENTATIONS AND DISCUSSIONS BY ERIC BOSMAN WITH KIMLEY HORN REGARDING THE FULTON COUNTY TRANSIT PLAN; TIM MATTHEWS WITH GEORGIA DEPARTMENT OF TRANSPORTATION REGARDING EXPRESS LANES; AND EMILY RITZLER WITH MARTA REGARDING THE BUS RAPID TRANSIT PLAN.

II. RECOMMENDATION:

III. REPORT IN BRIEF:

IV. ALTERNATIVES:

V. ATTACHMENTS:

Fulton County Transit Master Plan Presented by Eric Bosman, GA 400 Overview_06142019

FULTON COUNTY TRANSIT MASTER PLAN



ALPHARETTA
CHATTAHOOCHEE HILLS
COLLEGE PARK
EAST POINT
FAIRBURN
HAPEVILLE
JOHNS CREEK
MILTON
MOUNTAIN PARK
PALMETTO
ROSWELL
SANDY SPRINGS
SOUTH FULTON
UNION CITY

**June 2019
Update**

Master Plan Overview

850+ PUBLIC PARTICIPANTS

30 Public Meetings (across all 14 cities)
12 Special Population Meetings
5 Community Events

TECHNICAL COMMITTEE

Representatives from each city,
Fulton County, MARTA, ARC, SRTA
3 Meetings

FINANCIAL TASKFORCE

7 business community and city financial officers
3 Meetings

40+ STAKEHOLDER INTERVIEWS

**3 Rounds with
over 2,400
Online Survey
Participants**



Fulton County Transit - Evaluation Criteria

CRITERIA 1

Current/projected needs of each corridor

- Transit Propensity Score
- Activity Centers
- Population Density
- Employment Density
- Congestion Levels

CRITERIA 2

Feasibility for modes on each corridor

- Available Right-of-Way
- Costs per Mile:
Capital/Operating
- Years to Implement
- Logical Termini
- Existing Transit Connections
- Land Use Policies

CRITERIA 3

How well does each mode support guiding principles along each subject corridor

- Enhance Access to
Employment Centers/Key Destinations
- Catalyze Economic Development
- Provide Faster, More Reliable Mobility
- Mitigate Congestion
- Enhance Transportation
Options/Access
- Maximize Return on Investment
- Establish Regional Connectivity
Framework

2019 Short-Term Plan Update

Rapid Transit- Dedicated/Express Lanes

GA 400

South Fulton Parkway

I-285 Top End

Rapid Transit- Shared Lanes

Holcomb Bridge Road/Highway 92

Highway 29/Roosevelt Highway

Roswell Road/SR 9

Old Milton/State Bridge

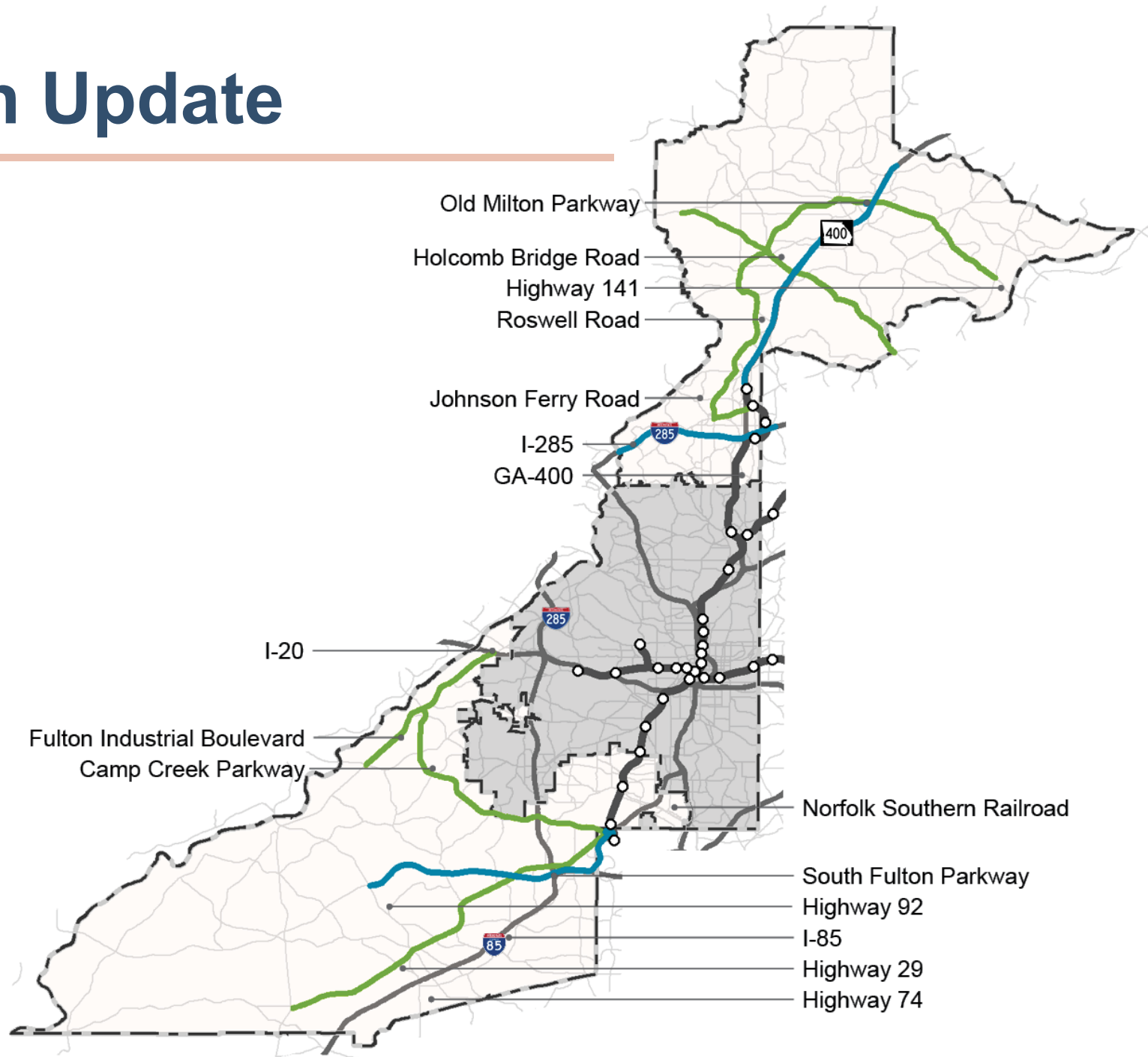
Fulton Industrial Boulevard

Camp Creek Parkway

Other

Southside Park and Ride

Last Mile/Bus Shelters/Station Connectivity



Next Steps from May 3, 2019 Commission and Mayors Meeting

1. Adopt the updated Short-Term Transit Plan with project list as presented.
2. Pursue alternate funding strategies in addition to a Sales Tax Referendum including state-level strategic investments.
3. Complete additional analysis for projects in the short-term update, including ridership projections for GA 400 and economic development potential along South Fulton Parkway.
4. Finalize preliminary design and station locations for rapid transit projects in dedicated or managed lanes (GA 400, South Fulton Parkway, I-285)
5. Plan voter education process.
6. Make go/no-go decision on Nov. 2020 Call for Referendum.



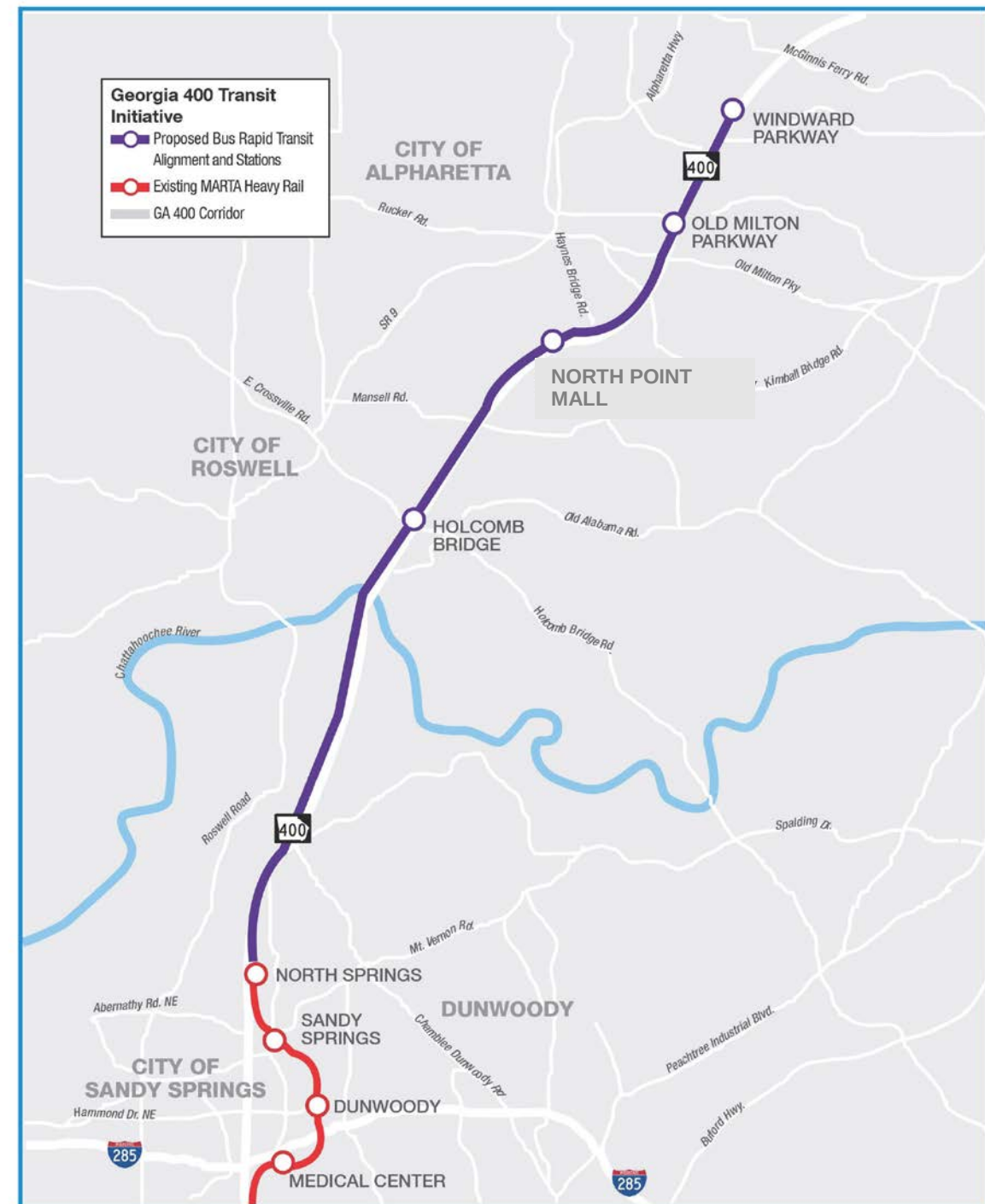


GA 400 Transit Initiative Status Update

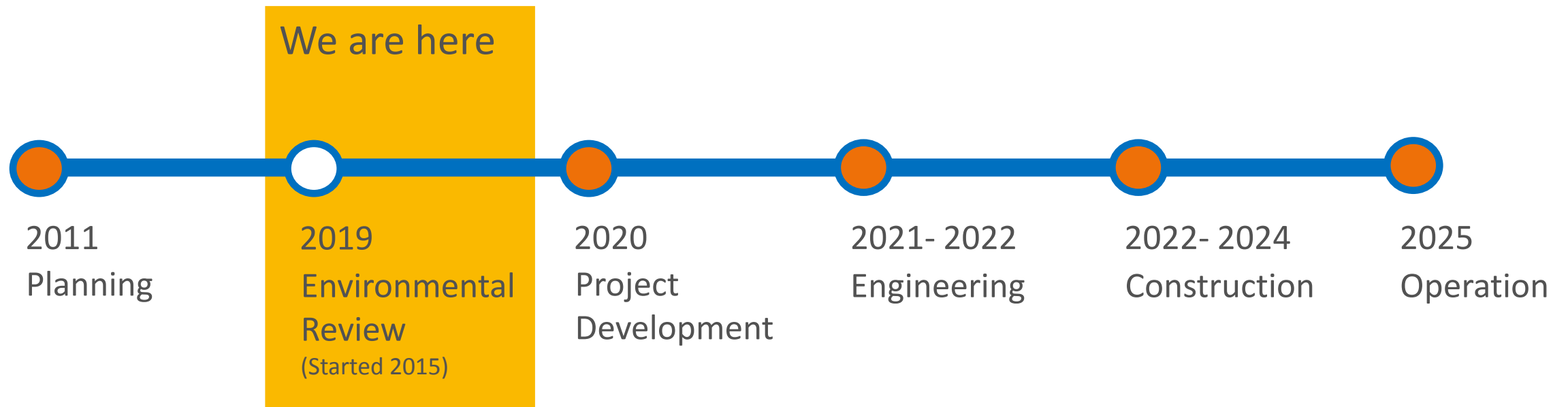
Alpharetta Council Meeting
June 17, 2019

GA 400 BRT

- Fulton County considerations:
 - BRT in express lanes
 - Windward Pkwy to North Springs
 - 12 miles



GA 400 TRANSIT SCHEDULE



MARTA/GDOT/FULTON COORDINATION

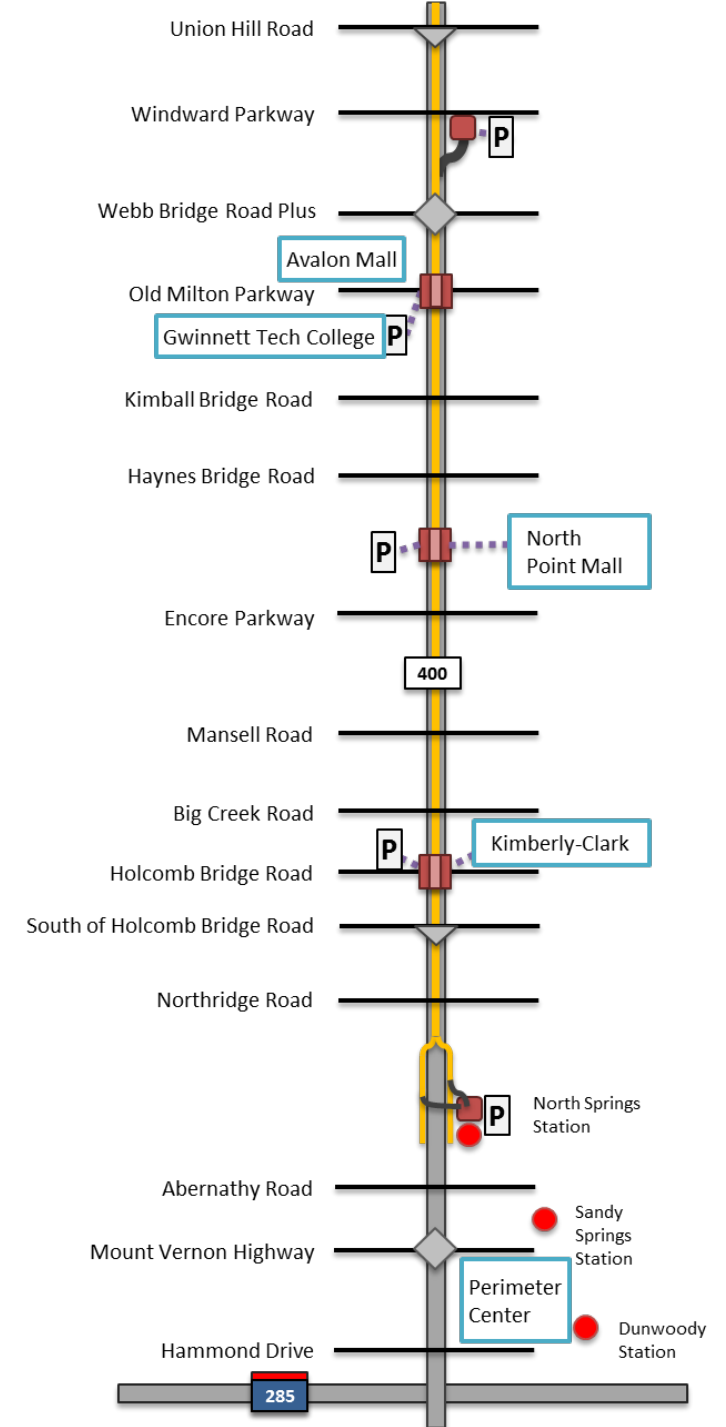
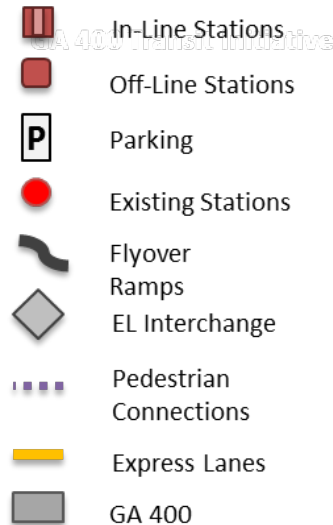
- Funding:
 - Express lanes funded through GDOT's MMIP program
 - \$100 million in General Obligation bonds for BRT infrastructure
 - Potential BRT funding from FTA's Small Starts Program
 - Potential local BRT funding through Fulton County
- Schedule Next Steps:
 - Advance station design and revise project as needed
 - Identify station area park and rides
 - Commit local funding (e.g. Fulton County referendum)



GA 400 POTENTIAL STATION LOCATIONS

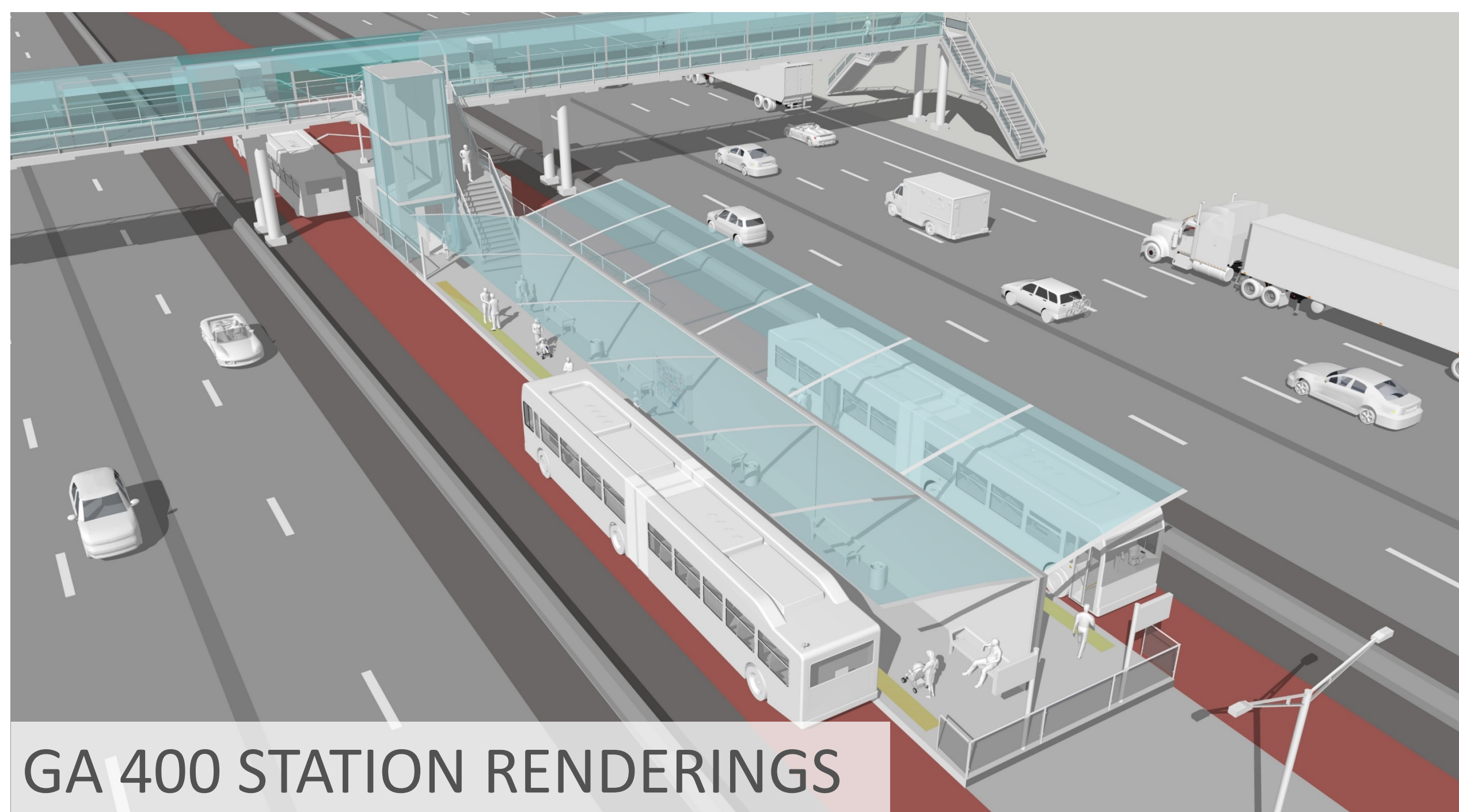
Potential Stations:

- Windward Parkway
- Old Milton Parkway
- North Point Mall
- Holcomb Bridge Road
- North Springs





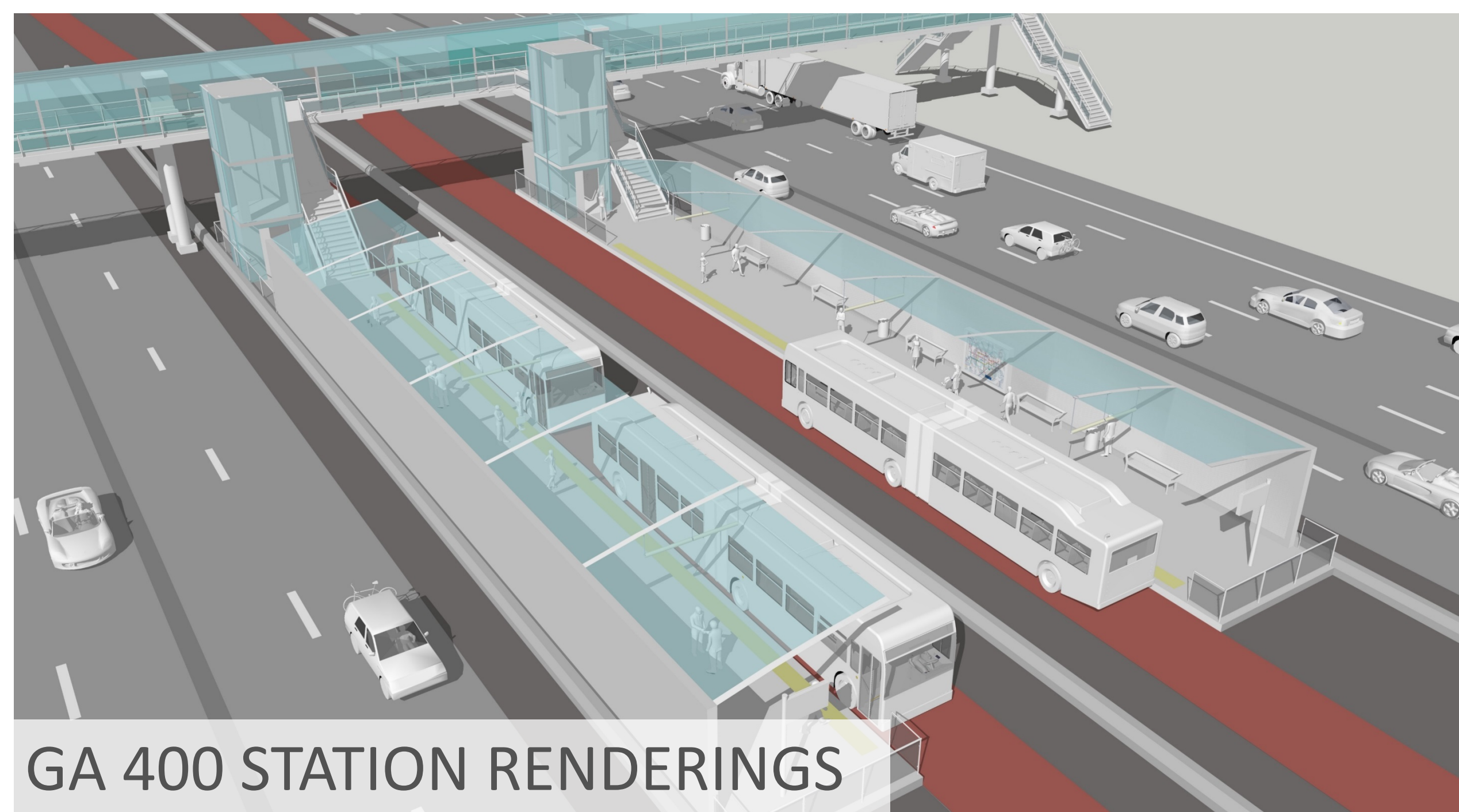
GA 400 STATION RENDERINGS



GA 400 STATION RENDERINGS



GA 400 STATION RENDERINGS



GA 400 STATION RENDERINGS

NORTHPOINT MALL

Considerations:

- Easy integration with Express Lanes
- Potential P&R on west side
- Pedestrian access to west and to mall



OLD MILTON PARKWAY

Considerations:

- Access to:
 - Universities
 - Avalon
 - Medical campus
- BRT Station requires reconstruction of interchange



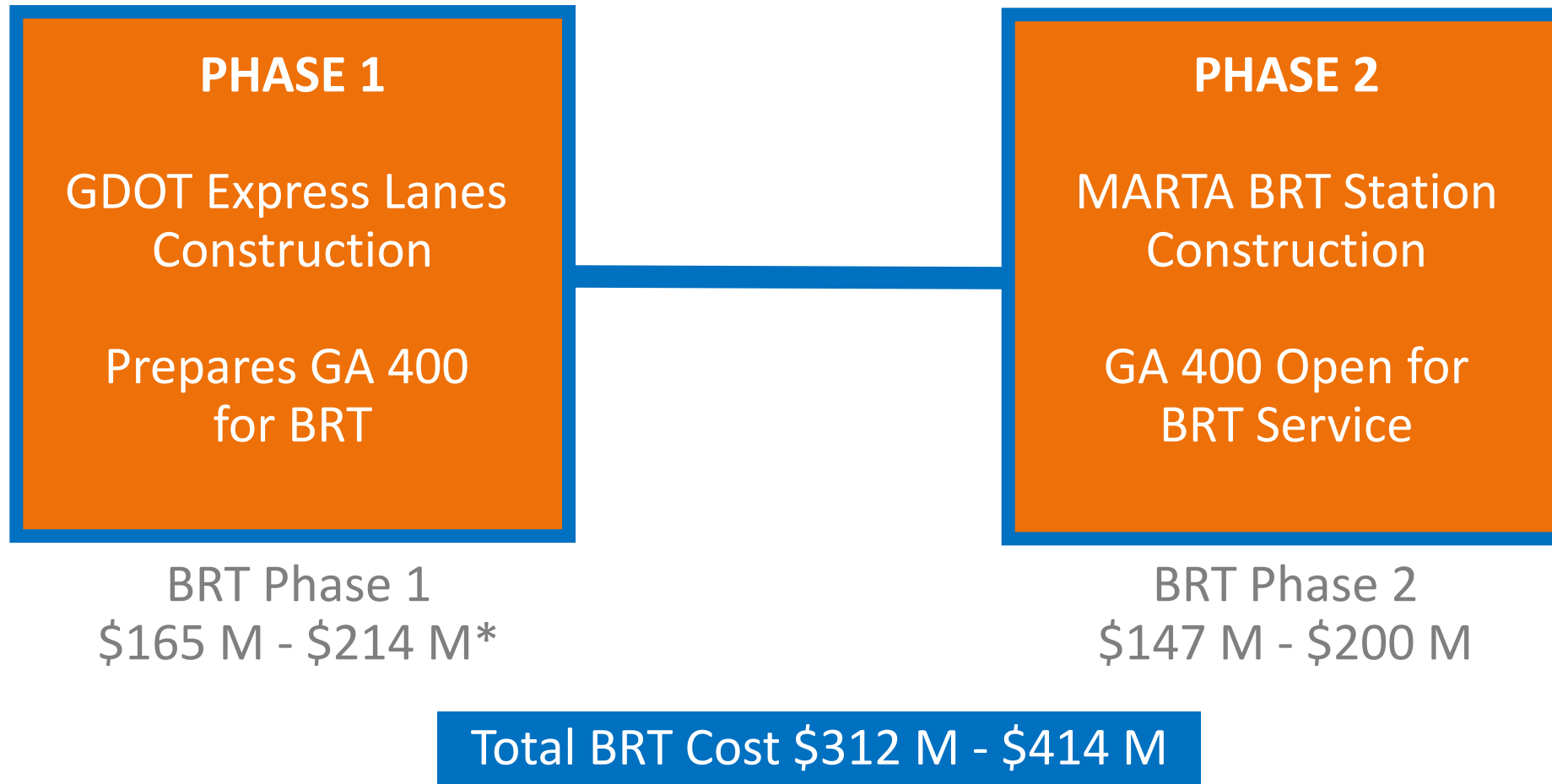
WINDWARD PARKWAY

Considerations:

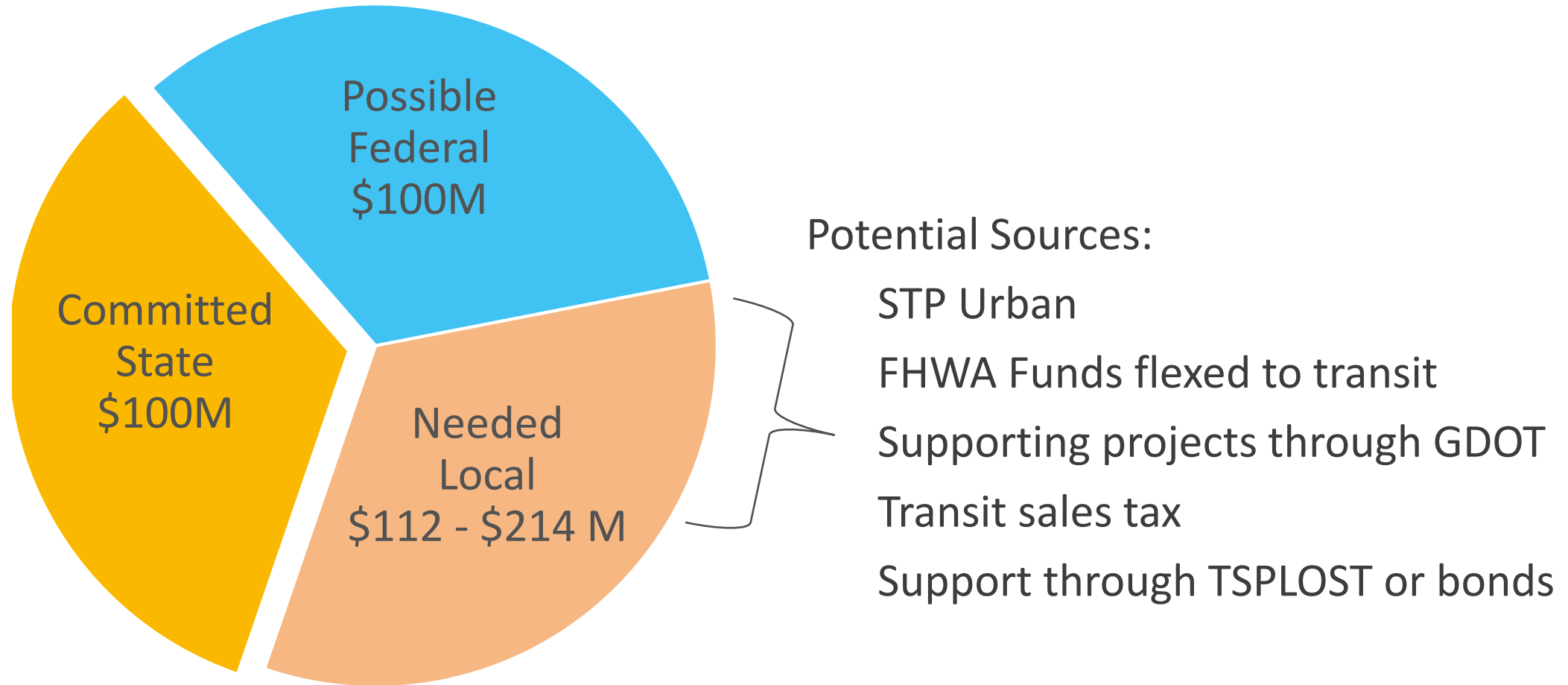
- T-Ramp from GA 400
- Direct access to existing Windward P&R
- Highest BRT ridership
- Potential for future connectivity



GA 400 CONSTRUCTION PHASING AND COST



GA 400 FINANCIAL PLAN



*MARTA has committed to provide funding (currently estimated to be \$156 - \$234 million over 30 years) for operations and maintenance from existing sales tax.

NEXT STEPS

- Secure funding commitments
- Preserve station areas within context of EL project
- Complete the environmental review process
- Identify options for construction phasing
- Consider interim operations until full build out



City Council Meeting & Public Hearing STAFF REPORT

Submitting Department: Community Development

Submitted By:

Sponsored By:

Meeting Date: June 17, 2019

I. AGENDA ITEM TITLE: V-19-02: 112 THOMPSON STREET / BED & BREAKFAST VARIANCE

NOTE: THIS ITEM HAS BEEN DEFERRED BY STAFF AND WILL BE NEITHER HEARD NOR CONSIDERED DURING THIS MEETING.

CONSIDERATION OF A VARIANCE REQUEST TO ALLOW PARKING BETWEEN THE BUILDING AND THE ROAD AND TO ALLOW BUFFER AVERAGING TO ACCOMMODATE A STREAM BUFFER ENCROACHMENT. THE PROPERTY IS LOCATED AT 112 THOMPSON STREET IS LEGALLY DESCRIBED AS BEING LOCATED IN LAND LOT 748, 1ST DISTRICT, 2ND SECTION, FULTON COUNTY, GEORGIA.

II. RECOMMENDATION:

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:

Staff Report, Aerial Map, Zoning Map, Future Land Use, Location Map, Magnolia B&B REVISED Site Plan, Basement Floor Plan Revised 5.8.19, Summary of Citizen Comments Concerns for Thompson St Bed & Breakfast Update 5.28.19, CitipartB Complete, ApplicationforCCPacket6.17.19



COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT

SUBMITTED BY: KATHI COOK

DRAFTED BY: MICHAEL WOODMAN

I. AGENDA ITEM TITLE:

V-19-02: MAGNOLIA BED & BREAKFAST VARIANCE

CITY COUNCIL: JUNE 17, 2019

II. RECOMMENDATION:

Approve V-19-02 Magnolia Bed & Breakfast Variance, subject to the following conditions:

1. Property shall be developed substantially similar to submitted plan, dated 4/24/2019, except for modifications required to comply with the zoning district regulations and conditions below.
2. Building architecture, materials and design shall comply with the Alpharetta Downtown Code regulations, subject to review by the City's Downtown Consultant and final approval by DRB.
3. Building/accessory structures shall have a residential scale and character, as approved by DRB. The building footprint (including decks) of the bed and breakfast shall not exceed 5,450 square feet and total building size shall not exceed 12,450 square feet, which is similar to the footprint and size of the adjacent townhome building in Midwick.
4. Use of the property shall be limited to 'Bed and Breakfast' with no more than 14 guest rooms and one (1) residential unit. Up to 300 square feet of meeting space shall be permitted within the Bed and Breakfast. A café with seating for no more than 30 people shall be permitted within the Bed and Breakfast for the primary purpose of serving guests but may also be open to the public. A special event facility shall not be permitted to operate on the property.
5. Thompson Street shall generally be improved as follows: 36' half width right-of-way to incorporate 8' sidewalk (concrete with brick paver banding), 6' planting area, 8' on-street parking, and 10' travel lane, with final approval by Staff. Final streetscape shall match the approved streetscape standards and include decorative pedestrian lighting as approved by Staff.
6. Roadways with on-street parking shall incorporate curb extensions at intersections.
7. Decorative paver aprons shall be required at each project driveway, as approved by Staff.
8. Fencing visible from the public right-of-way shall be decorative, as approved by Staff. Unfinished wood fences and decks shall not be permitted.
9. Parking, as depicted on the submitted plan, shall be allowed between the building and the street.
10. Parking area shall be screened from Thompson Street with a low wall, berm and/or decorative hedge, as approved by DRB.

11. Dumpster enclosure shall not be visible from Thompson Street or the Alpha Loop and shall maintain a setback of at least 25' from any residentially-zoned property. Dumpster enclosure shall have exterior materials which are compatible with the primary building.
12. Trees depicted to be saved on the applicant's site plan shall be protected, as approved by Staff.
13. Developer shall identify locations with significant tree groupings and incorporate those groupings into the final site plan, as approved by Staff.
14. 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.
15. There shall be no encroachment on the stream buffer or impervious setback, except to connect to the Alpha Loop.
16. There shall be a minimum 10' heavily planted landscape strip along the eastern property line and a minimum 5' heavily planted landscape strip along the western property line, as approved by DRB.

III. REPORT IN BRIEF:

The applicant, Rhonda Moss, is requesting consideration of a variance to allow a bed and breakfast building to encroach into the stream buffer, as well as to allow parking between the road and the building. The property owner proposes to redevelop the site with a 15-room 'Bed & Breakfast' with café and special event facility. The subject property is located at 112 Thompson Street on the north side of Thompson Street just east of Kingry Lane.

IV. DISCUSSION

The submitted request, if approved as submitted, would allow for the redevelopment of the subject property with a 15-room 'Bed & Breakfast' with café and special event facility. The applicant proposes variances to allow for encroachment into a portion of a City stream buffer, as well as to allow parking between the road and the building. The subject property is located at 112 Thompson Street on the north side of Thompson Street just east of Kingry Lane.

The 1.54-acre property is developed with a 1-story, 2,416 square foot brick ranch home with a day light basement and built in 1964. A non-perennial stream runs along the north side of the property and impacting approximately 30 – 40% of the property. The property is zoned O-P (Office-Professional). Surrounding properties are zoned DT-R (Downtown Residential) and R-4A (Dwelling, 'For-Sale', Attached Residential) to the north, R-12 (Dwelling, 'For-Sale', Residential) to the west, O-I (Office-Institutional) to the south and DT-LW (Downtown Live-Work) to the east. The Rowes and Academy Park Subdivisions are located to the north, Ransopher Law Offices to the west, US Post Office to the south and Midwick Subdivision to the east.

The applicant is requesting a variance from Unified Development Code (UDC) Appendix A: Alpharetta Downtown Code, Subsection 2.4.6, Vehicle Access and Parking Locations, to allow parking between a building and the closest street. It is the applicant's intent to provide pedestrian access to the Alpha Loop. The subject property has topographical challenges due to the presence of a stream running along

the northern portion of the property. If approved, conditions are recommended requiring aesthetic and screening landscape enhancements to screen the parking area from Thompson Street.

The applicant also requests a variance to allow the building to encroach into the City's stream buffer. Unified Development Code (UDC) Section 3.3.6(C)(1)(a) Stream Buffer Protection – Land Development Requirements requires a 50' undisturbed natural vegetative buffer on both banks of a non-perennial stream and an additional 25' impervious setback. Impervious cover is prohibited within the 25' impervious setback, which includes man-made structures that impede the natural infiltration of water into the ground. The variance request is likely the result of the proposed building and uses being too intense for the property and therefore is not supported by a hardship.

V. SITE PLAN

The applicant's site plan depicts a 2-story, 20,473 square foot Bed & Breakfast building, including 15 guest rooms, owner's suite, café and special event facility. Due to the site's topography, the building is 2-stories from Thompson Street and 3-stories at the rear. Approximately 30 surface parking spaces and three (3) on-street parallel spaces are depicted between the building and Thompson Street. The applicant's site plan appears to account for the required Thompson Street streetscape improvements.

The building is depicted encroaching into the 75' impervious setback associated with the on-site stream. The Alpha Loop is depicted and has been constructed on the subject property through the City's stream buffer. It is recommended that the bed and breakfast be designed and laid out to have a residential scale and character, including but not limited to, a reduction in the building footprint, elimination of the special event facility and size limitations on the café.

As shown in the table below, the UDC has the following requirements for parking for the proposed use.

Use	Parking Rate	Unit	Parking Required
Bed and Breakfast	1/guest room	15 rooms	15 spaces
Event Space	1/200 SF patron use areas	4,613 SF	23 spaces

VI. VARIANCE REQUIREMENTS

Requests for variances shall follow the procedures described in Section 4.5 and Section 5.2. Variances will be considered only in the following cases:

1. When a property's shape, topography or other physical conditions existing at the time of the adoption of this ordinance prevents land development unless a buffer variance is granted.

Response: The applicant's proposal is too intense for the subject property. It is recommended that the special event facility not be permitted, which would allow for the building footprint to be reduced and moved out of the stream buffer. The request to allow parking between the road and the building can be supported due to the topography of the site.

2. Unusual circumstances when strict adherence to the minimal buffer requirements in the ordinance would create an extreme hardship.

Response: The applicant's proposal is too intense for the subject property. It is recommended that the special event facility not be permitted, which would allow for the building footprint to be reduced and moved out of the stream buffer. The request to allow parking between the road and the building can be supported due to the topography of the site.

VII. CONCURRENCES

Staff has reviewed the application and is in general agreement with the variance request to allow parking between the road and the building as it would provide a better connection to the Alpha Loop. However, staff does not support the variance request to allow the building to encroach into the stream buffer. The Comprehensive Land Use Plan designation the property, 'Mixed Use Live Work', supports both residential and commercial uses along the Thompson Street corridor.

The applicant's proposal is too intense for the subject property and should be revised to have a residential scale and character. It is recommended that the special event facility not be permitted, which would allow the building footprint to be reduced and moved out of the stream buffer. The request to allow parking between the road and the building can be supported due to the topographical challenges of the site. In addition, a 10' landscape strip should be required along the eastern property line adjacent to Midwick, including a heavy evergreen screen, since outdoor deck and patio is closer to eastern property line. A 5' landscape strip should be required along the western property line to screen the parking lot drive aisle.

VIII. CITIZEN PARTICIPATION PLAN

The report submitted by the applicant states that the adjacent property owners were contacted regarding the applicant's intent. The applicant's citizen participation report reflects support for the bed and breakfast and concerns from surrounding residents, including concerns over parking, traffic and noise.

The City has received correspondence from surrounding residents with a variety of concerns with the applicant's proposal, including traffic, parking, noise, special event facility use, size of structure and architecture. Many supported the 'Bed and Breakfast' portion with café on a smaller, more residential scale.

IX. COMMUNITY ZONING INFORMATION MEETING

The CZIM was held on May 8, 2019. There were five (5) comments on the sign-in sheet, of which four (4) residents had concerns over parking, traffic, noise, dumpster and the special event use and one (1) comment in support of the proposal.

X. ATTACHMENTS:

- Site Plan
- Building Elevations
- Summary of concerns from residents

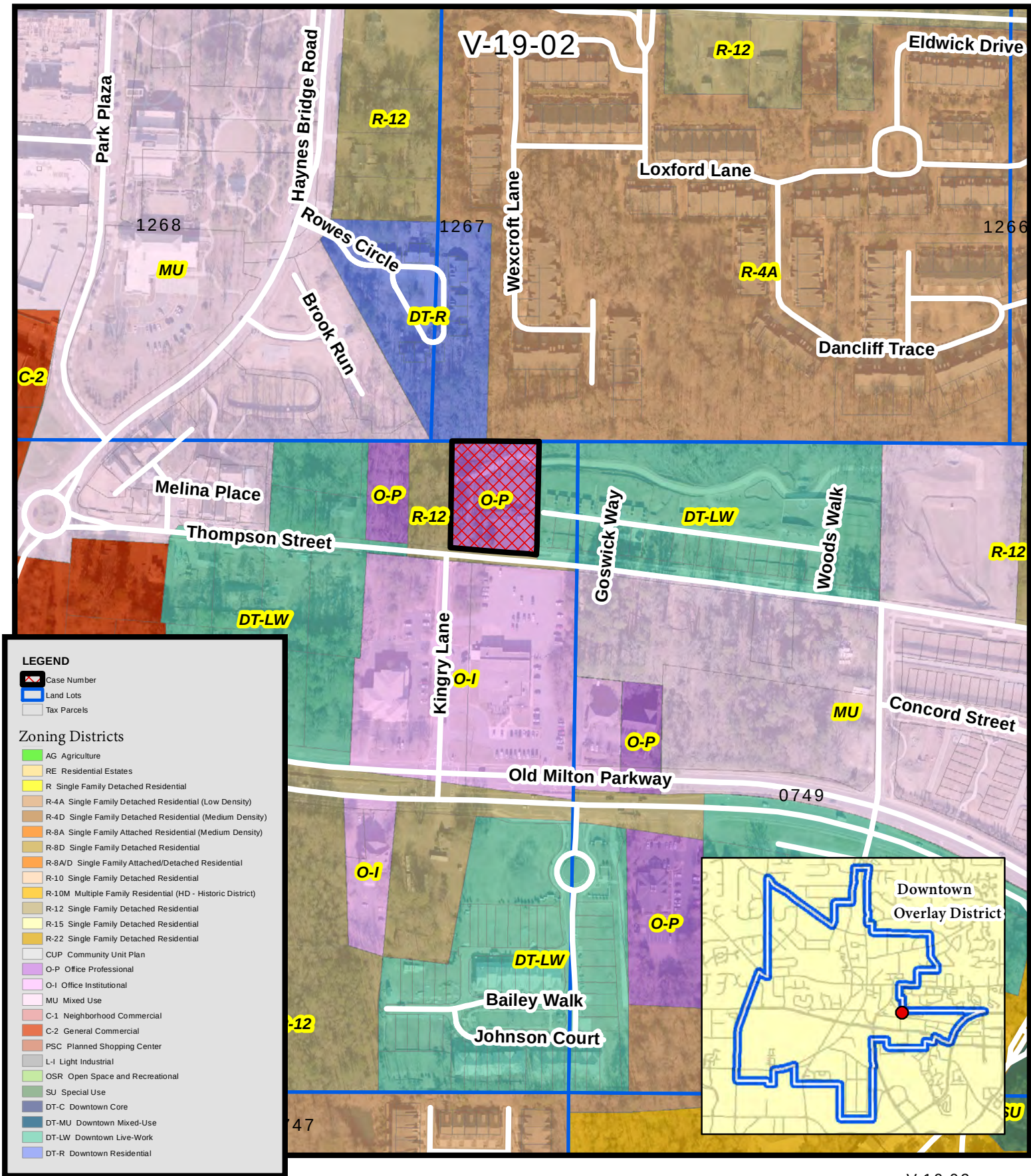


Aerial Map
Thompson Street Bed & Breakfast
112 Thompson Street

V-19-02
D/LL: 1/2/748
CC Date: 6/17/19



Location Map Provided by:
Community Development - GIS

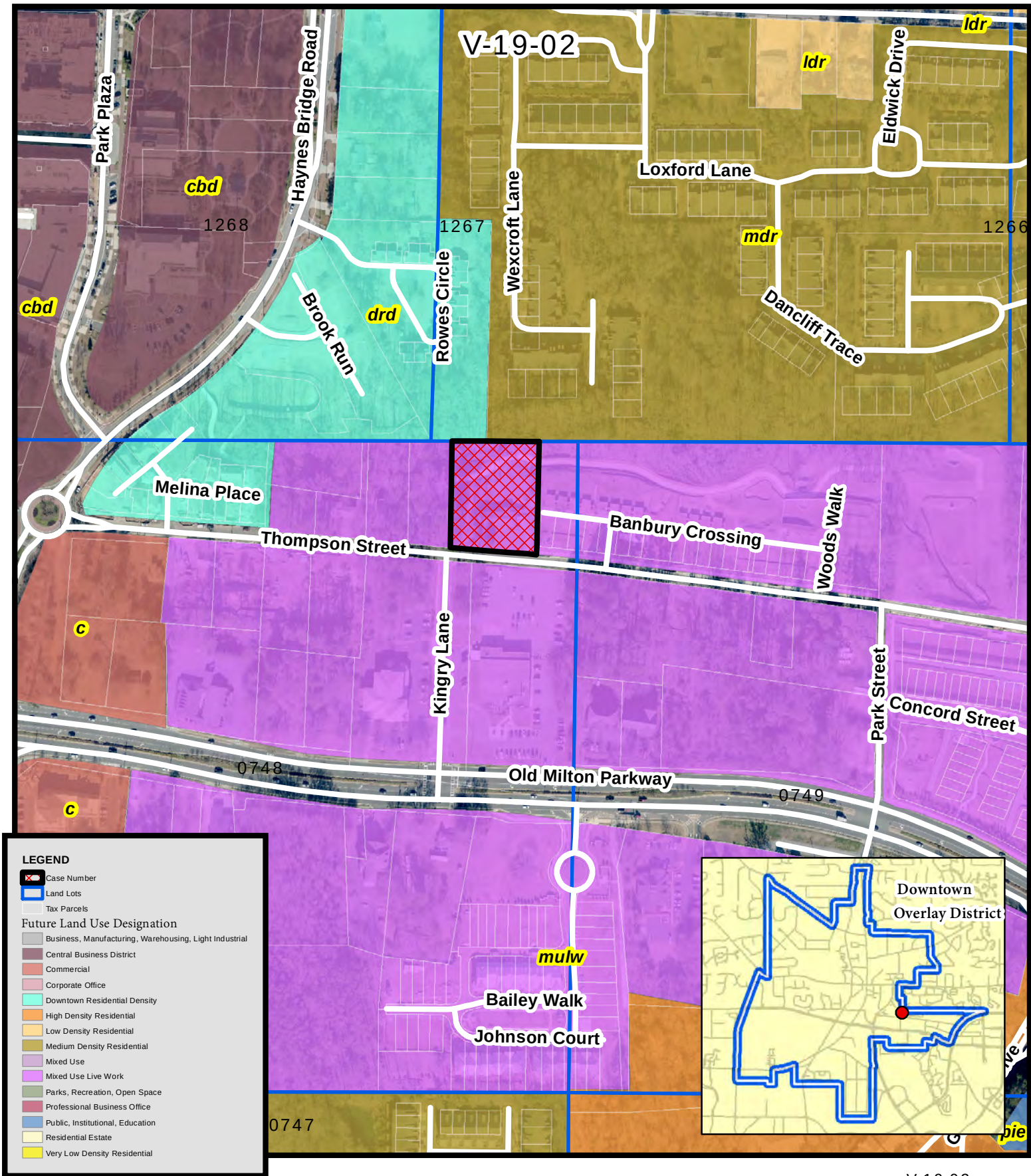


Zoning Map
Thompson Street Bed & Breakfast
112 Thompson Street

V-19-02
D/LL: 1/2/748
CC Date: 6/17/19



Location Map Provided by:
Community Development - GIS

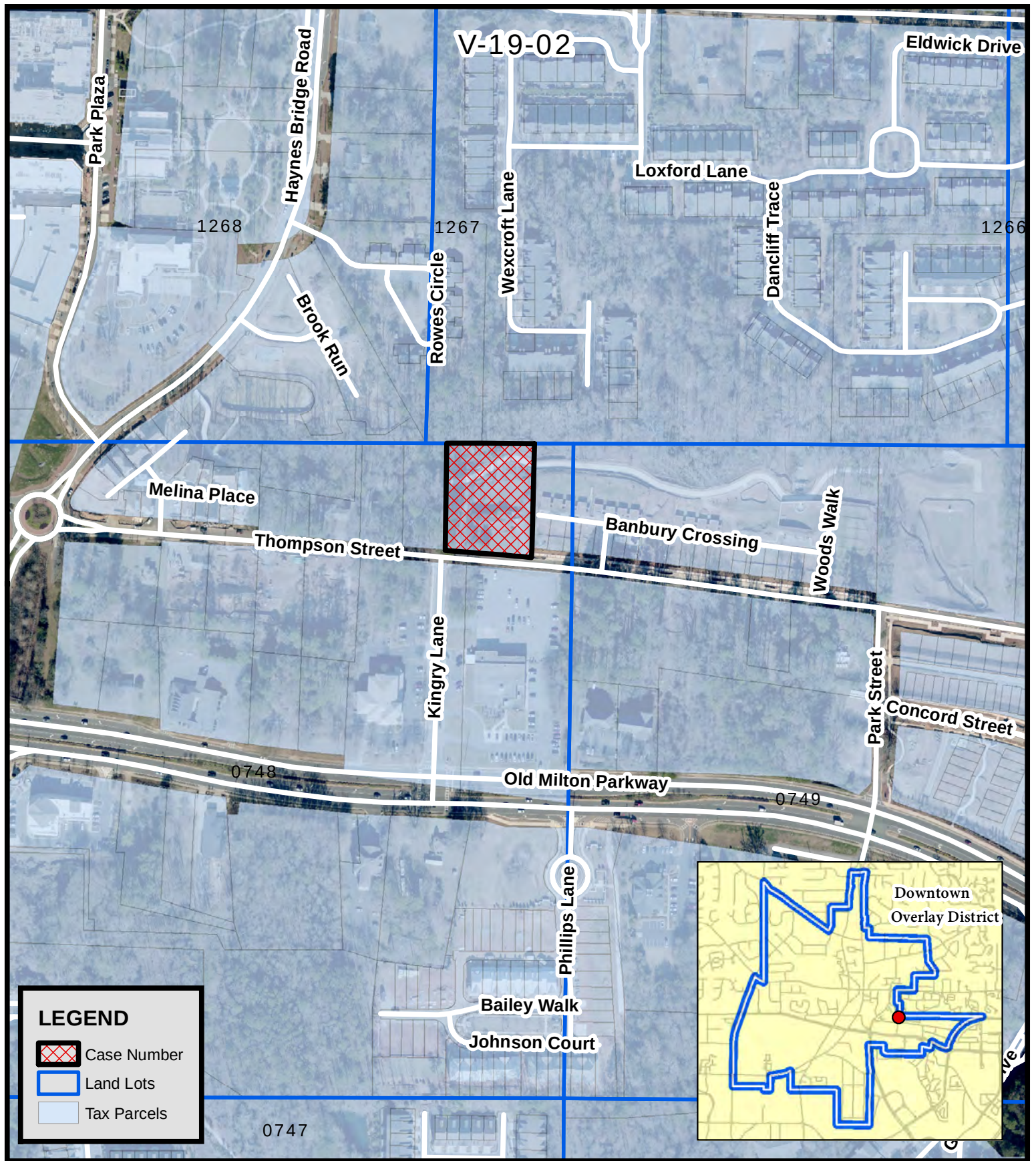


Future Land Use
Thompson Street Bed & Breakfast
112 Thompson Street

V-19-02
D/LL: 1/2/748
CC Date: 6/17/19



Location Map Provided by:
Community Development - GIS



Location Map
Thompson Street Bed & Breakfast
112 Thompson Street

V-19-02
D/LL: 1/2/748
CC Date: 6/17/19



Location Map Provided by:
Community Development - GIS

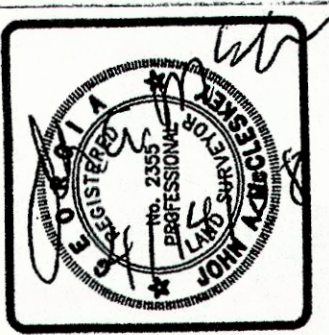
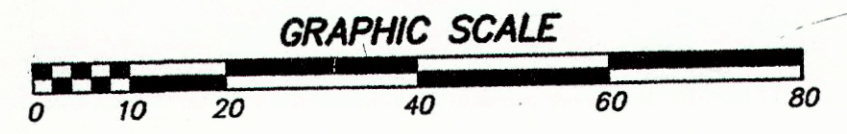


Purpose of Plan:
To show existing and proposed parking.

- NOTES:
1. EXISTING ADDRESS: 112 Thompson Street, Alpharetta, Ga., 30004
 2. EXISTING TAX PARCEL ID: 1270307480716
 3. EXISTING ZONING: R-12
 4. SETBACK REQUIREMENTS PER ZONING:
30' FRONT
30' REAR
10' SIDE
 5. FLOODPLAIN INFO: NO FLOODPLAIN IS LOCATED ON THIS SITE PER REF#6
 6. PROPERTY OWNER: LESLIE MOSS PHONE# 770-772-9458

DMT. 82 17'-(12'CLG+3'FL.)
F.F. 99 12'-(9'CLG+3'FL.)
S.F. 111
2-28-19

LEGEND	
LL	LAND LOT LINE
—	FENCE
—	TELEPHONE LINE
—	GAS LINE
—	WATER LINE
—	SANITARY SEWER LINE
—	POWER LINE
CB	CATCH BASIN
DI	DROP INLET
YI	YARD INLET
WI	WEIR INLET
SMH	SAN. SEWER MANHOLE
CO	CLEANOUT
WM	WATER METER
GP	GUY POLE
GW	GUY WIRE
EM	ELECTRICITY METER



Stevenson & Palmer
Engineering
INCORPORATED
2450 HERDMAN WAY, SUITE 101
ALPHARETTA, GA 30004
(770) 952-2481
FAX (770) 952-1084

DATE	BY
Revision	
No.	1.
	2.
	3.
	4.

Project No.	07-041
Drawn By:	J.A.M.
Field Dates:	07/31/07
Plan Date:	04/13/08
Scale:	1" = 20'

Parking Plan
for
Leslie Moss
112 Thompson Street
Land Lot 748, 1st District, 2nd Section
City of Alpharetta, Fulton County, Georgia

Critical Root Zone



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Summary of Citizen Comments for V-19-02 Thompson St. Bed & Breakfast

COMMENT #1

I am writing in regards to the variance you are considering for the Bed and Breakfast/Event venue on Thompson street.

This variance causes me great concerns.

- Parking / traffic for events that could be up to 150 people
- Disturbing the tranquility of the Alpharetta loop due to noise, parking etc.
- No buffer between subdivision and this venue.
- The square footage of this venue will dominate the lovely architecture and tranquility of the Thompson street area.
- Bed / Breakfast seems to be thrown in to get through variance, when in fact it is a secondary business.
- Proprietor's limited knowledge and experience running this type of business

My suggestions

- Small quaint Bed and Breakfast that blends in with the architecture surrounding it
- Small cafe to serve guests staying at the property. (open to public)
- Required landscape that contributes to the Alpha loop and buffer between Subdivision and other neighboring homes
- Gravel Parking for the establishment on in front of property not impacting the limited parking presently available

It is not my habit to impact someone's dream, but this property is not equipped to support a large event venue.

COMMENT #2

After seeing the size of the structure we have become deeply concerned; below are our key concerns:

1. **PARKING PROBLEMS:** Parking is already an issue in Subdivision and Thompson Street. It will be even worse with the new neighborhood coming across the street. If the Bed and Breakfast are full, it will take up 15 parking spaces, plus the parking for the employees, and the owners have already three cars. On top of that, we will have restaurant guests all day long with a restaurant open from breakfast, lunch, and dinner. For the events, they are planning to offer valet parking. Thompson Street is already a small street, and it gets blocked up. If they have an event with over 150 guests and employees, we might expect that they are parking close to 80 cars in a short amount of time.
2. **RESIDENTIAL ZONE:** When we purchased our house last year, we thought we were buying in resident zoning; now are being asked to live next door to an event place and a hotel with over 150 people celebrating weddings or partying. When we sit on our deck or are in our living room and bedroom, we will absolutely be hearing the music from the event place. Also, keep in mind that we have young families moving in with children and we have a number of senior citizens living in Subdivision. This would also be considered noise pollution to the Alpha loop that is so quiet and peaceful. We are deeply concerned that this will negatively impact our property value if this property is allowed to be this large.

Summary of Citizen Comments for V-19-02 Thompson St. Bed & Breakfast

3. WASTE: An operation like this will need a big dumpster that may be visible from our property; that would be absolutely unacceptable. We did not purchase our property to live in an industrial zone; we do not want to live next to a dumpster or see or smell trash. If you intend to approve this construction, we expect that the property will have to adhere to strict sanitary rules and that dumpsters would be inside their building and not facing or visible from our neighborhood.
4. DIMINISHED PROPERTY VALUE: We are delighted with living in Alpharetta and have invested in a prime location at a peaceful spot on the Alpha Loop. We are deeply concerned that the value of our home will be diminished, and resale would be compromised because now it would be adjacent to this huge event place.

However, we would be happy to see the current owners clean up the lot and hopefully take away the rotted and molded shed. We would consider this shed a health hazard, as it is, and dangerous to children. We recommend you have your environmental health inspector assess the current state of that part of the property.

In summary, we believe the proposed construction plan is far too large and looks intrusive. A smaller bed and breakfast, perhaps without the large event place, and a smaller cafe rather than a larger restaurant would possibly improve the community. However, this construction is simply far too large of a business to put in a neighborhood that is already overcrowded.

Comment #3

I'm typically in favor of development, but hope the City will take a hard look at this proposal? If the owner can supply onsite parking for B&B guests I'm fine with that. But I'm hopeful the City will not support the idea for a wedding venue and retail cafe for the following reasons:

- 1) Parking on Thompson St would be significantly hindered
- 2) Late night noise from live bands and DJ's
- 3) Safety issues having late night partiers stumbling up and down Thompson St and the Loop, plus the noise this would create within a residential space

I'm open to ideas and discussions.

Comment #4

I don't think an establishment of this size and type belongs on Thompson Street.

Large functions would result in noise, congestion, traffic, etc. on a very narrow residential street. Also, parking is already an issue, and it would get much worse.

The property is not well kept up now, and I am concerned that the new establishment won't be well kept up.

There would be no buffer between the establishment and our subdivision.

Comment #5

Rhonda Moss did a great job at presenting her plan and showed all the modifications she made to gain approval by the City, even including the approval to allow the Alpha Loop to be connected behind her

Summary of Citizen Comments for V-19-02 Thompson St. Bed & Breakfast

property. Personally, I think she was brave to stand before residents who were not in favor of her proposal. If this does not work out, her leverage was to leave an eye sore property there and go travel the world. I'm not in the world of city planning and don't know what leverage the City has with regards to this property but I would assume some developer would eventually pay her a pretty penny for this property if she does not receive the City's approval.

Having been part of a project in designing architectural plans and developing business plans, I know how time consuming and expensive they can be. It appears Rhonda has done all she can do to appease the City.

Thompson Street is a great residential street with already lots of people walking back and forth to Avalon and downtown Alpharetta. At first I thought 112 Thompson Street was going to be a 'quaint cafe' accessible from the Alpha Loop and Thompson Street. Even more ideal, any cafe parking would be contained on her property. It wasn't until I learned about the event add-on did I become concerned.

Rhonda did explain she has an agreement with the school across from the Post Office off Old Milton (an Academy school?) that she can valet overflow cars at the Academy school. I asked why she wouldn't valet at the bank or post office. She asked the Bank and they said she could not use their parking lot even if it was after hours. The post office said they could not authorize patrons to park there but there would be no one to stop people from parking there for her events. I had the same idea when we throw a party at our house is to use the bank and post office as overflow.

The conversation got interesting when we discussed the Wellstar parking garage. If she could negotiate a deal with Wellstar that could really address and contain her event parking overflow and keep patrons closer to her location. If the City does approve her plan I hope this will be a consideration.

I do have compassion for the time (appx 18 months?) and money she has poured into this project but it makes me nervous that the City has been encouraging her to keep moving forward with an Event Facility on a residential street. I understand her need to have this be a B&B, cafe AND event facility to make money. She said the City has brought the event number down to 90, which is still a significant number. Also, the building she has designed is beautiful but seems out of place on this Charleston home style street.

As a homeowner, I don't want an event facility on this street. Even if Wellstar parking garage is secured she would never be able to control or contain all the parking to just valet or just the Academy school. Realistically, parking would overflow to other undesignated areas. This event facility is too small for Thompson Street. As you know, Midwick already struggles with no ability to park in our driveways and unless you have small cars you are limited to what you can park in the garage. Most of our neighborhood has overflow on to the street and we are only 50% full.

I've been so impressed at the City's vision in the evolution of Alpharetta! Bravo!! But please don't take away this residential cozy street and overwhelm it with congestion.

COMMENT #6

Ms Moss came to our door re: the opening of a B & B. Sounded neighborly, lovely & seemed to be her dream. We hate to quash anyone's vision, but the proposed plan is untenable. The proposal, as shown, would be a nightmare:

Summary of Citizen Comments for V-19-02 Thompson St. Bed & Breakfast

An event center for 120/150/200 people is a NO. Traffic on a narrow residential street already well-traveled would be ridiculous during "events." All public parking on the street + 1 lane of traffic flow will be consumed, & then some. The use of the bank parking lot by the post office would NOT mitigate the problem.

Proximity to the natural beauty of the Alpha Loop is ridiculous as shown; people partying/drinking, loud music until late at night, trash in dumpsters or on the trail itself...horrible.

Ms. Moss doesn't currently maintain the property properly. We assume you have walked it front & back; weeds, belongings piled up on the porches/inside, an eyesore. Continuing this pattern by one who doesn't care for 1 house is likely. She seems to lack business acumen which fosters high risk of failure & possibly a vacated facility.

There is no place for staging materials to build an enormous structure as pictured. The plan as shown will ruin the quiet of the neighborhood, devalue our homes & the entire reason folks flock to downtown Alpharetta to live in peace.

We've no opposition to a charming B & B which is already OK per zoning. The event facility would supersede that & is not permitted, as we understand it.

COMMENT #7

I do have a huge concern about the proposed B&B for several reasons:

1. No buffer provided
2. I have a grandchild that will be staying with me several days a week and I don't want the noise or the traffic keeping him awake at night
3. Music could be until 10:30 -11pm 7 days a week, this is a residential area
4. Additional over flow parking issues on Thompson Street which is already an issue

COMMENT #8

I just got to review the plans for the Bed & Breakfast. I have to say that B&B is way too big for our community. We have families in Midwick and the noise (past kids bedtime) and limited parking would in my opinion not be good for the area. It just doesn't fit with all of the other nice homes being built on the street. It has been really nice seeing all the new construction and seeing people walking up the streets and being really friendly. I appreciate you letting me share my thoughts and I hope you would consider not approving these plans.

COMMENT #9

It has come to my attention that someone is trying to open a Bed and Breakfast on Thompson St next to the Midwick development. It is also my understanding that the property is currently a private residence and that the plan is for a restaurant and a Wedding Venue. The proposed plan includes little or no parking and will depend on street parking and the City Parking Garage. I am a home owner in the Voysey addition and I am concerned about a future parking problem. Parking is already tight on Thompson Street with all the construction.

Summary of Citizen Comments for V-19-02 Thompson St. Bed & Breakfast

What are Alpharetta's requirements for parking for a business establishment? Doesn't the business need enough onsite parking to support a minimum amount of activity? Assuming there are parking requirements, what is the process for seeking a variance Thanks in advance for your thoughts.

Comment #10

B&B Not Only Income Source: The majority of B&B's are not the owners' primary source of income. This is also true with Rhonda and her proposed B&B. She told us of 4 potential income sources since 1 or 2 sources alone cannot provide her with sustainable income:

- 1) a 15-room bed & breakfast with parking onsite;
- 2) an event facility for 150 people with third-party catering and third-party music;
- 3) restaurant with the option to provide alcoholic drinks;
- 4) a commercial kitchen to make sweet potato pies to sell at farmer's markets, etc. - this is Rhonda's personal business and where she plans on putting her time.

Four businesses on our residential street is excessive.

Incomplete B&B Plans: The plans shown at the May 8th meeting at City Hall was the 2nd set we've seen and we're not confident these are the final plans. On the 2nd level, suite 14 and 15 do not have bathroom facilities. Also, the building has no laundry facility, which for a 15-room hotel would include several washers, dryers, ironing & folding stations.

Evening Noise: Midwick residents include families with pre-school children (as young as 2 years old), school-age children and senior citizens. Hotel/Event noise would be disruptive as one of the families is just 3 homes down from the hotel.

A 15-room B&B, with varying arrival and departure times, loading and unloading of suitcases and slamming of doors/trunks during all times is disruptive to a family community. As an FYI, we currently manage a vacation rental property and our guests often arrive after midnight and departure prior to 5am.

In addition, the 150-person facility handling events during the week and on weekends would be disruptive. There was a suggestion to cap events to 10:30pm. Even with a conservative additional 30 minutes to allow guests to wait for their valets, caterers & musicians to pack-up, and employees to clean up and leave the property, an 11pm time seems too late to keep young children up, especially on school nights.

Building Up Against Midwick: The average B&B is 5,700 square feet (<https://paii.wildapricot.org/About-the-Industry>).

The Thompson St. Bed & Breakfast plans show a total of 20,473 square feet (including a 7,015 sq. ft. basement Event Hall with seating for 202 people; a 7,015 sq. ft. 1st floor with a commercial kitchen, restaurant, and guest suites 1-9; and a 6,443 sq. ft. 2nd floor

has guest suites 10-15 & owner's suite). Such a large facility allows no buffer between the B&B and our Midwick neighborhood. The building and parking show as budding up to our property line. While we understand that this parcel is zoned for alternative use, having a hotel built right up to our property line will lower our property values.

More Like a Hotel: According to the Professional Association of Innkeepers International, the “typical B&B has between 4 and 11 rooms, with 6 being the average.” (<https://pali.wildapricot.org/About-the-Industry>). Additionally, The Bed & Breakfast Institute revenue calculator only calculates to a max of 10 rooms (<https://www.bedandbreakfastinstitute.com.au/index.cfm/apg/calculator>).

While the state of Georgia considers 15 rooms a B&B, this is not common for the industry. This is not a quaint Bed & Breakfast, but more of a small hotel and event facility.

Employees Consideration: For a reference, a large 8.5-room B&B employs 4.6 workers (<http://www.sbdcnnet.org/small-business-research-reports/bed-and-breakfasts>).

The Thompson St. B&B is 15 bedrooms. Consideration must be made for hotel staff of at least 8 employees (partner, receptionist, housekeeping & laundry, chef, servers, maintenance/handyman). Additional staff must be added for the event and restaurant businesses.

Limited Parking: Parking shows 29 spots. With 3 spots taken for owner's current cars and 8 employees, that leaves 18 parking spots. The remaining spots would be for the hotel tourists, restaurant guests, event attendees, caterers (per owner, the B&B would not provide food for events), musicians, additional event waitstaff, etc. More parking would be necessary.

Parking Esthetics – Diagram shows parking close to the actual Alpharetta Loop walkway taking away from natural aesthetic of the loop.

Event Parking: Owner said that valet parking would be provided at the bank opposite the post office with valets for the 150 guests running across the street to the bank. Please note we currently have a daily high speeding problem along Thompson Street. The addition of valets running across day and night should be considered dangerous and high-risk. Additionally, valeted cars for 150 guests could cause blocking on Thompson Street.

Parking Overflow: Thompson Street parking in front of Midwick is currently maxed out by Midwick residents. There would be no way to control event parking from overflowing down Thompson street – which will take precious parking spots from residents and causing an even greater parking shortage.

Current State of Proposed B&B Property: The property currently houses stacks of furniture and bedding up against walls and windows, an unusable, deteriorated shed,

and an unkept yard. Based on past results, a large B&B showing the same lack of care will cause surrounding property values to suffer.

In summary, we do not feel this is the best addition to the Thompson Street community. Thompson Street is a popular residential, walkable area and any zoning other than residential will lower property values and diminish the beautiful esthetics of the street.

CZIM Comments

1. Dumpster, Parking, Sustainability of Business, Business Model
2. Parking, Noise from Events
3. Too close to residential, events w/noise, bands, music, catering, floor plan shows 150 capacity
4. Great Addition to neighborhood

CITIZEN PARTICIPATION FORM - PART A /B

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: Magnolia B&B

Contact Name: Rhonda Moss Telephone: 404-226-8267

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.

Peggie Wiggins 269 Thompson St Great addition

Nick Greco

Toni Fetzpatrick

parking

Diane Eylvester

Geil Lafleche

parking, traffic, noise

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.

April 2, 2019

Dear Property Owner:

Magnolia Bed & Breakfast has filed a Variance request to allow parking between the building and road and to allow buffer averaging to allow a stream buffer encroachment. The property is located at 112 Thompson Street, Alpharetta, GA 30009.

The case number is V-19-02. Approval will allow the property to be used as a bed & breakfast with an event facility.

The city will hold a Community Zoning Information Meeting on Wednesday, May 8, 2019 from 6 pm to 7 pm in the rotunda at City Hall.

This item will be considered by The City Council on May 28, 2019 at 6:30 pm in Council Chambers at City Hall.

If you have any questions or would like additional information, please contact Rhonda Moss at:

770-569-2283

r.l.moss@att.net

112 Thompson St.

Alpharetta GA 30009

Sincerely,

Rhonda Moss

3.19.19

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

THOMPSON ST BED & BREAKFAST
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: RHONDA / Leslie Moss Telephone: 404-226-8267Address: 112 THOMPSON ST. Suite: _____City: ALPHARETTA State: GA Zip: 30009 Fax: _____Mobile Tel: 404-226-8267 Email: R.L.Moss @ ATT.NETSubject Property Information:Address: 112 THOMPSON ST. Current Zoning: _____

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

Proposed Zoning: _____ Current Use: _____

This Application For (Check All That Apply):

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

APPLICANT REQUEST AND INTENT

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

PROPOSED FOR MIX-USE PROJECT:

- BED & BREAKFAST
- EVENT FACILITY
- CAFE

Applicant's Request (Please itemize the proposal):

~~• REZONING~~

• VARIANCE

— reduce stream buffer

— allow parking b/w road and building

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

- INTENT IS TO BUILD A BED AND BREAKFAST MIXED WITH AN EVENT FACILITY AND CAFE.
- THIS FACILITY WILL CREATE OPPORTUNITIES FOR GUESTS TO STAY WHILE ENJOYING THE ALPHA LOOP.
- A CAFE WILL BE AVAILABLE TO LOCAL COMMUNITY.

3.19.19

V-19-02

THOMPSON ST BED & BREAKFAST

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Leslie Rhonda Moss Telephone: 404-226-8267

Address: 112 Thompson ST. Suite: _____

City ALPHARETTA State: GA Zip: 30009

Authorization:

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

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

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

Identify Authorized Applicant:

Name of Authorized Applicant: RHONDA MOSS Telephone: 404-226-8267

Address: 112 Thompson ST Suite: _____

City ALPHARETTA State: GA Zip: 30009

So Sworn and Attested:

Owner Signature: Rhonda Moss Date: 3/19/19

Notary:

CHRISTIAN MCLAMB
Notary Public - State of Georgia
Gwinnett County
My Commission Expires Dec 9, 2022

Notary Signature: Christian McLamb Date: 3/19/19

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:

Rhonda & Leslie Moss

Subject Public Hearing Case:

112 Thompson St Bed and Breakfast**Campaign Contribution Information:**

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

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

Name of Official:

N/A

Position:

Description of Contribution:

Value:

Ø

Description of Contribution:

Value:

Description of Contribution:

Value:

Description of Contribution:

Value:

Description of Contribution:

Value:

Campaign Contribution Information:

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

Signature:

Rhonda Moss

Date:

3/19/19

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

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

SURROUNDING PROPERTIES SHOULD INCREASE IN VALUE.
SURROUNDING RESIDENTS WILL HAVE A CLOSE
SOURCE BOARDING OUT OF TOWN GUESTS & A PLACE FOR EVENTS

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

YES. PROPERTY IS ALREADY ZONED TO
ACCOMMODATE A BED & BREAKFAST FACILITY.

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

FACILITY WILL HAVE A CAPACITY FOR 15 GUEST
ROOMS AND 150 FOR SPECIAL EVENTS MAX.

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

N/A

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

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

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.

Yes, property has topographic issues with stream at rear of property.

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.

Yes, property has topographic issues.

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.

No, the proposal will bring a needed use to the City.

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.

3.19.19

V-19-02

THOMPSON ST BED & BREAKFAST

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: MAGNOLIA BED AND BREAKFAST

Contact Name: RHONDA MOSS Telephone: 404-226-8267

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

SEE ATTACHED LIST

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

- | | |
|--|---|
| ☒ Letter | ☐ 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.

3.19.19

V-19-02
THOMPSON ST BED & BREAKFAST

ACADEMY PARK NEIGHBORHOOD ASSN
INC
12102 DANCLIFF TRC
ALPHARETTA GA 30009

AYCOCK ELVIN L
8465 STEEPLECHASE DR
ROSWELL GA 30076

BLACKWATER VENTURES LLC
306 CHAMPIONS CT
WOODSTOCK GA 30188

BUCKLEY KERRY M TR
1985 SOUTHERS CIR
SUWANEE GA 30024

COPLIN CARROLL
12511 WEXCROFT LANE
ALPHARETTA GA 30009

CRP EAH TS L L C
2303 CUMBERLAND PKWY SE
ATLANTA GA 30339

DREYFUS PROPERTIES L L C
6094 ODELL ST
CUMMING GA 30040

EASLAN TIFFANY SQUARE LLC
3525 PIEDMONT RD NE BLDG/STE 8 205
ATLANTA GA 30305

EATON JOANNE
12526 WEXCROFT LN
ALPHARETTA GA 30004

GLEITER LINDA DICKERSON
12500 WEXCROFT LN
ALPHARETTA GA 30004

HENDERLIGHT CAROL W
12506 WEXCROFT LN
ALPHARETTA GA 30009-8761

JOSEPH F & MARILYN W FOOS REVOCABLE TRUST
THE
P O BOX 1313
ALPHARETTA GA 30004

KAIROS CAMP LLC
410 PEACHTREE RD STE 424
CUMMING GA 30041

KAIROS OLD MILTON LLC
410 PEACHTREE PKWY STE 4245
CUMMING GA 30041

LUMSDEN DONNA KAY
12502 WEXCROFT LANE UNIT 283
ALPHARETTA GA 30009

LUXE PROPERTIES INC
2974 HARDMAN CT NE
ATLANTA GA 30305

MATT'S WALTER J & SANDRA L
12504 WEXCROFT LN
ALPHARETTA GA 30009-8761

MELROSE RICHARD MELROSE BEVERLEY DAWN
12522 WEXCROFT LN
ALPHARETTA GA 30009-8761

MOSS LESLIE MOSS RHONDA
112 THOMPSON ST
ALPHARETTA GA 30004

NEWHALL LAND CO
2974 HARDMAN CT
ATLANTA GA 30305

NOTTING HILL OF ALPHARETTA LLC
5100 PEACHTREE PKWY STE 200
NORCROSS GA 30092

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

PORTER DAVID E
376 AIR ACRES WAY
WOODSTOCK GA 30188-2910

RANSOPHER TAD D
82 THOMPSON ST
ALPHARETTA GA 30004

RONALD D & LINDA J COLEMAN TRUST
AGREEMENT THE
514 WHITE PELICAN CIR
VERO BEACH FL 32963

SCOTT ROBERT J & SCOTT NANCY H
12524 WEXCROFT LANE
ALPHARETTA GA 30009

SEIDMAN SANFORD H & SEIDMAN GAIL L
12513 WEXCROFT LANE
ALPHARETTA GA 30009

STATE BANK & TRUST COMPANY
4219 FORSYTH RD
MACON GA 31208

TORTORELLO MICHAEL F
12515 WEXCROFT LN
ALPHARETTA GA 30009

UNITED STATES POSTAL SERVICE
1735 NORTH BROWN RD SUITE 200
LAWRENCEVILLE GA 30043-8153

3.19.19

V-19-02
THOMPSON ST BED & BREAKFAST

VALLERIE SUSAN
12528 WEXCROFT LANE
ALPHARETTA GA 30009

HAGLER GORDON
12420 DANCLIFF TRC
ALPHARETTA GA 30009

ACADEMY PARK NEIGHBORHOOD ASSN INC
1950 SULLIVAN RD
ATLANTA GA 30337

ACADEMY PARK NEIGHBORHOOD ASSN
INC
P.O. BOX 87363
ATLANTA GA 30337

KRIEGER BRAM & MARY BETH
2290 MELINA PL
ALPHARETTA GA 30009

LONG JARRET & LONG KAREN
2305 MELINA PL
ALPHARETTA GA 30009

GRITTERS RANDALL D & GRITTERS
MICHELLE J E T
2295 MELINA PL
ALPHARETTA GA 30009

GAYASUDDIN MOHAMMED
92 THOMPSON ST
ALPHARETTA GA 30009

KRISTJANSSON SIGURJON
300 BANBURY XING
ALPHARETTA GA 30009

GRECCO NICHOLAS J & SYLVESTER DIANE
310 BANBURY XING
ALPHARETTA GA 30009

SWARTZ JEANNE
320 BANBURY XING
ALPHARETTA GA 30009

FUNDERBURK CLAYTON S
330 BANBURY XING
ALPHARETTA GA 30009

BEGLEY DIANN & DENNIS JR
340 BANBURY XING
ALPHARETTA GA 30009

BOGART REVOCABLE TRUST
360 BANBURY XING
ALPHARETTA GA 30009

STRAND RICHARD A
370 BANBURY XING
ALPHARETTA GA 30009

HODSDON PATRICIA
385 BANBURY XING
ALPHARETTA GA 30009

LAPHAM GREGORY W & YVONNE M
395 BANBURY XING
ALPHARETTA GA 30009

LAFLECHE PHILLIP R & GAIL M
415 BANBURY XING
ALPHARETTA GA 30009

3.19.19

V-19-02

Deed Book 45052 Pg 449
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

THOMPSON ST BED & BREAKFAST

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 575 of the 1st District 2nd Section of Fulton County, Georgia and being more particularly described as follows:

To find the POINT OF BEGINNING, beginning at a point found at the intersection of the northeasterly side of Thompson Street (30 foot Right-of-Way) and the south line of Land Lot 748, said point is located 95 feet from an iron pin found along the northeasterly side of Thompson Street (30 foot Right-of-Way) at the TRUE POINT OF BEGINNING; from said TRUE POINT OF BEGINNING continue along Thompson Street (30 foot Right-of-Way) running North 85 feet 34 minutes 29 seconds West a distance of 205.00 feet to an iron pin set along Thompson Street (30 foot Right-of-Way); leaving Thompson Street (30 foot Right-of-Way) run thence North 01 degree 05 minutes 00 seconds East a distance of 256.44 feet to an iron pin set at the intersection of Land Lots 1268 and 1267; run thence North 90 degrees 00 minutes 00 seconds East a distance of 205.15 feet to an iron pin set; run thence South 01 degree 10 minutes 50 seconds West a distance of 272.27 feet to an iron pin found at the TRUE POINT OF BEGINNING; said tract or parcel of land contains 1.243 acres, more or less, according to the survey of for Leslie Moss, by Tru-Line Surveying Company, prepared under the seal and certification of W.E. Clonts, Georgia Registered No. 2166, dated April, 5, 2007, bearing a Job No. 01-6028 as shown on attached Exhibit "B."



City Council Meeting & Public Hearing STAFF REPORT

Submitting Department: Community Development

Submitted By:

Sponsored By:

Meeting Date: June 17, 2019

I. AGENDA ITEM TITLE: PH-19-03 NORTHWINDS SUMMIT/MONTE HEWETT HOMES

NOTE: THIS ITEM HAS BEEN WITHDRAWN BY THE APPLICANT AND WILL BE NEITHER HEARD NOR CONSIDERED DURING THIS MEETING.

CONSIDERATION OF A CHANGE TO PREVIOUS CONDITIONS OF ZONING TO REPLACE 32 'FOR-SALE' CONDOMINIUM UNITS WITH 4 'FOR-SALE' DETACHED HOMES AND 6 'FOR-SALE' TOWNHOME UNITS. THE PROPERTY IS LOCATED AT THE NORTHEAST CORNER OF HAYNES BRIDGE ROAD AND GEORGIA 400 AND IS LEGALLY DESCRIBED AS BEING LOCATED IN LAND LOTS 752, 753, 798 AND 799, 1ST DISTRICT, 2ND SECTION, FULTON COUNTY, GEORGIA.

II. RECOMMENDATION:

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:



City Council Meeting & Public Hearing STAFF REPORT

Submitting Department: Community Development

Submitted By:

Sponsored By:

Meeting Date: June 17, 2019

I. AGENDA ITEM TITLE: MP-19-02 / V-19-06: BRIXMOR MANSELL CROSSING/REGENCY PARK MASTER PLAN

CONSIDERATION OF A MASTER PLAN AMENDMENT TO ALLOW NON-ENTERTAINMENT RETAIL USE AND A VARIANCE TO THE NORTH POINT OVERLAY STREETSCAPE REQUIREMENTS AS IT RELATES TO NEW INTERNAL STREETS. THE PROPERTY IS LOCATED AT 7660 NORTH POINT PARKWAY IS LEGALLY DESCRIBED AS BEING LOCATED IN LAND LOT 655, 656, 685 & 686, 1ST DISTRICT, 2ND SECTION, FULTON COUNTY, GEORGIA.

II. RECOMMENDATION:

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:

Staff Report, Aerial Map, Zoning Map, Future Land Use, Location Map, 190430 - NPCPP-Public Meeting #2
Boards opt, 2019-06-05 Mansell Crossing, Mansell Crossing - Civic Space Rendering, Complete Citi Part B,
Mansell Crossing - Zoning Application Package



CITY COUNCIL MEETING STAFF REPORT

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

I. AGENDA ITEM TITLE:

MP-19-02 / V-19-06: BRIXMOR MANSELL CROSSING/REGENCY PARK MASTER PLAN
CITY COUNCIL: JUNE 17, 2019

This item was heard at the 6/6/2019 Planning Commission meeting. Staff recommended approval of the item subject to 20 conditions. There was one (1) public comment from the general manager of the adjacent Hyatt Place hotel, who wanted more information on the applicant's proposal. After discussion, Planning Commission recommended approval subject to staff's recommended conditions, accepting the applicant's markups and the adding condition #23 (Language added by Planning Commission shown in RED). Vote 6-0

II. STAFF RECOMMENDATION:

Approve MP-19-02/V-19-06 Brixmor Mansell Crossing/Regency Park Master Plan, subject to the following conditions:

1. Property shall be developed substantially as depicted on the plan prepared by Kimley-Horn & Associates, Inc., dated 6/5/2019, except for modifications required to comply with these conditions.
2. Non-entertainment retail use shall be limited to no more than 6,300 square feet.
3. Regency Park Pod 4 shall be limited to theater, restaurant (no drive-through, except existing drive-through restaurant can remain) and entertainment retail use. Notwithstanding the foregoing, should Starbucks relocate on site, it may have a drive-through window. In addition, non-entertainment retail use shall be limited to the following:
 - a. Art Gallery
 - b. Athletic Facility/Fitness Studio
 - c. Bakery
 - d. Bank, Savings & Loan, ATM
 - e. Barber Shop
 - f. Beauty Shop
 - g. Brewery
 - h. Brew Pub
 - i. Clinic (with approval of a conditional use)

- j. Convenience Store (without pumps)
 - k. Dance Studio
 - l. Drug Store (Pharmacy)
 - m. Dry Cleaning, Pick-up Station
 - n. Florist
 - o. Grocery Store/Specialty Food Store
 - p. Hardware and Garden Supply Store
 - q. Home Improvement/Furniture Store
 - r. Indoor Recreational Facility
 - s. Jewelry Store
 - t. Laundry, Pick-up Station
 - u. Office Supply
 - v. Optometrist and Eyewear Store
 - w. Pet Day Care
 - x. Pet Grooming
 - y. Print Shop
 - z. Retail Establishment, entertainment
 - aa. Retail Establishment
 - bb. School, Commercial
 - cc. Shop or Studio, Craftsman/Artist
 - dd. Spa Services (with approval of a conditional use)
 - ee. Stationary Card Store
 - ff. Stockbroker or Financial Services
4. Maximum building setback from North Point Parkway shall be 20'.
 5. Building elevations shall comply with the North Point Overlay with respect to building design and material regulations, subject to final approval by the DRB.
 6. Developer shall improve the North Point Parkway streetscape to include a 10' planter and 12' sidewalk, as approved by Staff. Street furniture shall be provided along North Point Parkway. In addition, applicant shall incorporate areas for future placemaking arbors on the LDP plans.
 7. Minimum 50,500 square feet (1.16 acres) of open space (36,000 square feet of civic space and 14,500 square feet of amenity space), consisting of a multi-use trail connection, plazas, pocket park, patio, outdoor dining and other amenity areas shall be provided, as depicted

on the 6/5/2019 site plan and 4/1/2019 civic space plan. Civic space shall be developed with decorative landscape, hardscape, seating and pedestrian-scale lighting, as approved by DRB.

8. Developer shall dedicate a permanent public access easement and construct a 12' multi-use trail connection, as depicted on the plan prepared by Kimley-Horn & Associates, Inc., dated 6/5/2019, with final alignment/design/materials approved by Staff and construction completed prior to the final CO. Connection to the Big Creek Greenway shall be accessible for pedestrians and bikes. Wayfinding signage shall be provided at key locations along multi-use trail connection, as well as on Mansell Road. Trail connection shall include seating areas, lighting, landscape, hardscape and trail entrance gateways at the Big Creek Greenway and North Point Parkway. Multi-use trail improvements shall not be eligible for impact fee credits. Developer shall maintain easement.
9. If the developer improves the Mansell Road Big Creek Greenway entrance with a gateway and signage, the improvements shall be eligible for impact fee credits.
10. A thermoplastic multi-use crosswalk with North Point Leaf pattern, or as approved by Staff, shall be provided at the intersection with North Point Parkway.
11. Parking lot tree islands shall comply with UDC requirements.
12. Dumpster enclosures shall have a design and materials that are compatible with primary buildings and shall be heavily screened with landscaping from the public right-of-way.
13. New internal streets shall be private and shall be substantially as depicted on the plan prepared by Kimley-Horn & Associates, Inc., dated 6/5/2019, as approved by the City's Traffic Engineer.
14. Pedestrian-scale lighting shall be provided throughout the development in compliance with North Point Placemaking Plan.
15. Landscape plan shall be approved by the Design Review Board prior to the issuance of an LDP and shall incorporate plants consistent with the EcoDistrict.
16. Focal point feature shall be provided at project entrance from North Point Parkway and shall be consistent with monuments depicted in the City's North Point Creative Placemaking Plan, as approved by Staff.
17. Developer shall determine if any existing landscaping (trees and shrubs) can be spaded and relocated on-site to enhance the maturity level of landscaping at time of project completion.
18. Developer shall conduct an assessment of required landscaping and replace any dead, dying or missing landscape material, as approved by DRB.
19. If additional stormwater facilities are necessary, they shall be aesthetically-pleasing and bioswales shall be used where feasible.
20. New utilities shall be placed underground.
21. Offsite improvements made by the Developer shall be entitled to credits against impact fees. Improvements in the right-of-way count as a system improvement.

22. It is understood that this site will be subdivided in the future. Provided that the subdivision complies with these conditions, then it will not require additional land use approvals such as setback variances and the like.

23. Change of use associated with the theater building shall require City Council approval.

III. REPORT IN BRIEF:

The applicant, Kathryn Zickert on behalf of Brixmor, is requesting to amend the Regency Park Master Plan Pod 4 to allow non-entertainment retail uses and a variance to the North Point Overlay streetscape regulations as it relates to new internal streets. The proposal includes the construction of three (3), 1-story restaurant and retail buildings along North Point Parkway. Regency Park Master Plan Pod 4 is limited to a movie theater (primary use), entertainment retail and restaurant. The subject property is located at 7660 North Point Parkway, near the northeast corner of Mansell Road and North Point Parkway.

IV. DISCUSSION

The submitted request, if approved, would allow for the construction of two (2), 1-story restaurant buildings and one (1), 1-story non-entertainment retail building along North Point Parkway. The property is subject to the Regency Park Master Plan Pod 4, which allows a movie theater, entertainment retail (bookstores, phone stores, internet stores, etc.) and restaurant. The subject property is located at 7660 North Point Parkway, near the northeast corner of Mansell Road and North Point Parkway.

The 13.9-acre property is zoned PSC (Planned Shopping Center) and is developed with a vacant movie theater and building currently occupied by Barnes & Noble bookstore and Starbucks. Surrounding properties are also zoned PSC and subject to the Regency Park Master Plan, except that the property to the south is zoned O-I (Office-Institutional). Chili's, Buffalo Wild Wings and Burger King are located to the south, the former Toy's 'R Us is located to the west, Hyatt Place hotel is located to the north and the Big Creek Greenway is located to the southeast. The Comprehensive Land Use Plan designation of the property is 'Commercial', which allows the proposed development.

The Regency Park (MP-91-10) Master Plan was approved in 1992 for a 127-acre mixed use development consisting of office, shopping center, entertainment and retail service uses. The Master Plan includes six (6) pods extending along both sides of North Point Parkway from Mansell Road to Encore Parkway. Pod 4 has an 'Entertainment' land use designation with theater/cinema as the primary use, as well as entertainment retail and restaurant (with and without a drive-through). A master plan amendment was approved in 2008 to allow an AT&T phone store to occupy a building previously used as a restaurant.

The North Point LCI was developed in 2008 with a 10-year update adopted in February 2018. The vision for the LCI is to become a walkable, mixed-use village with a focus on sustainability, greenspace and connectivity. The applicant's proposal to redevelop a surface parking lot by

adding buildings and open space along North Point Parkway, is consistent with the LCI's vision and would contribute to a walkable environment.

The applicant has stated that they are speaking to a prospective tenant for the former AMC movie theater. In addition, the Barnes & Noble bookstore and Starbucks are intended to remain within their current space. Users of the proposed non-entertainment retail and restaurant buildings have not been identified.

The applicant is requesting a variance from Unified Development Code (UDC) Subsection 2.10.3(B), North Point Overlay Site Regulations, to modify development regulations related to Type 'D' Corridors, which include proposed internal streets created within existing parking lots. The applicant proposes two (2) new private streets within the existing parking lot, of which sidewalks are provided on one (1) side of the street. The streetscape regulations require minimum 10' sidewalks on both sides of a Type 'D' Corridor. The applicant does not control the southwest side of the existing project driveway from North Point Parkway, which limits their ability to improve a sidewalk on that property.

V. SITE PLAN

The 13.9-acre site is currently developed with the 52,336 square foot former AMC Movie Theater and the 27,820 square foot Barnes & Noble and Starbucks. A large surface parking lot is located between the existing buildings and North Point Parkway and Mansell Road. Currently, there are 949 surface parking spaces on the subject property.

The submitted plan depicts approximately 6.4 acres of the site as being redeveloped. A 1-story, 4,000 square foot restaurant building (Bldg. A) is oriented to the project driveway off North Point Parkway, as well as a 1-story, 6,300 square foot restaurant building (Bldg. B) and a 1-story, 6,300 square foot retail building (Bldg. C) oriented to North Point Parkway. North Point Parkway streetscape improvements are depicted, including a 10' planter and 12' sidewalk.

Unified Development Code (UDC) Parking regulations and North Point Overlay requirements would require 556 parking spaces for the movie theater, Barnes & Noble and proposed restaurant and retail buildings. The site plan depicts 695 surface parking spaces to remain on the site. The North Point Overlay limits the impervious area of surface parking stalls to no more than the surface area of the building(s) they serve. However, the applicant's proposal represents redevelopment of an existing surface parking lot, including a net reduction of 253 surface parking spaces.

Vehicular access to the site is currently provided from two (2) driveways; one on North Point Parkway and one on Mansell Road. A new project driveway is depicted at the northeast corner of the property adjacent to the Hyatt Place hotel. Pedestrian connections are provided throughout the development, connecting the public sidewalk to all buildings, existing and proposed. A new twelve-foot (12') multi-use sidewalk/trail is depicted through the development providing a connection to the Big Creek Greenway at the southwest corner of the site. Additional

pedestrian facilities are depicted between Buildings C and the Barnes & Noble building and along the new private street bisecting the surface parking lot.

The North Point Overlay requires a minimum 5% amenity space and 10% civic space on non-residential developments over five (5) acres. The site plan depicts 5.2%, or 14,500 square feet, of amenity space and 12.9%, or 36,000 square feet, of civic space. The site plan depicts landscaped and hardscaped civic space around the new buildings along North Point Parkway, including two (2) 10,900 square foot plazas and a 6,000 square foot pocket park. Plazas are proposed to be improved with an arbor, giant chess board, fire pits, seating, band stage, soft playground area for kids, landscape and hardscape. In addition, a multi-use trail connection is depicted providing a connection between North Point Parkway and the Big Creek Greenway. Amenity space is depicted to include outdoor dining areas, patios, and hardscape areas improved for pedestrian enjoyment.

The tree survey and assessment identify several parking lot and landscape strip trees that are in 'Good' condition. If approved, it is recommended that the developer explore spading and relocating existing landscape trees on the property to enhance the maturity level of landscaping at time of project completion. Bio-retention areas are depicted in planters and landscape islands. However, it is unclear if additional stormwater facilities will be provided.

VI. ECODISTRICT

The North Point Overlay requires that EcoDistrict measures be incorporated into new developments and redevelopments. The applicant's proposal represents an increase to the existing building footprint on the site of more than 30%. Therefore, the applicant must incorporate a minimum of two (2) EcoDistrict points into the proposed development. According to the site plan, the applicant is requesting credit for six (6) EcoDistrict points. EcoDistrict measures proposed on the property include Bio-retention, Sustainable Landscaping, Enhanced Bicycle Amenities and Alternative Transportation. If approved, the developer should provide the EcoDistrict measures as requested on the applicant's site plan.

EcoDistrict Measure	Description	Available Points	Requested Points
Bio-retention	Bio-retention areas	2	2
Sustainable Landscaping Measure	Xeriscape plant materials	1	1
Enhanced Bicycle Amenities Measure	Provide repair center, bike parking and paths	1-2	2
Alternative Transportation Measure	Provide Ride-Sharing pick-up and drop-off zones	1-2	1
TOTAL		5 – 7 pts	6 pts

VII. TRAFFIC

The applicant provided a trip generation report. As shown in the table below, the proposed uses would add 125 PM Peak Hour trips to the subject property.

Table 1: Trip Generation											
Land Use	ITE Code	Density	Daily Traffic			AM Peak Hour			PM Peak Hour		
			Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit
Shopping Center	820	6,300 SF	238	119	119	6	4	2	24	12	12
High-Turnover (Sit-Down) Restaurant	932	10,300 SF	1,156	578	578	102	56	46	101	63	38
TOTAL			1,394	697	697	108	60	48	125	75	50

VIII. PSC (PLANNED SHOPPING CENTER) 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.
Response: Pedestrian connections are provided from the public sidewalk along North Point Parkway to each of the existing and proposed buildings. In addition, the applicant proposes a multi-use trail connection from North Point Parkway, through the development and connecting to the Big Creek Greenway.
2. Large parking areas below grade, in decks or screened. Design efforts to provide shared parking will also be considered.
Response: The applicant's proposal represents redevelopment of an existing surface parking lot, including a net reduction of 253 surface parking spaces. In addition, the site plan depicts new buildings pulled up to North Point Parkway, which will screen the existing surface parking that is proposed to remain.
3. Accommodations for public transportation.
Response: A MARTA bus stop is provided on the adjacent property in front of the Chili's restaurant.
4. Buildings that face or appear to face public roadways.
Response: The proposed buildings are oriented to North Point Parkway with parking behind.
5. Appearance standards for buildings and structured parking.
Response: Building architecture, materials and design shall comply with the North Point Overlay with final approval by the Design Review Board.

6. Limitations on uninterrupted building elevations.
Response: The applicant has not provided building elevations at this time. The North Point Overlay includes regulations that limit uninterrupted building elevations. Buildings will be subject to approval by the Design Review Board.
7. Creation of vistas and view corridors within development.
Response: The multi-use trail connection through the site provides a view corridor through the site to the Big Creek Greenway.
8. Focal point features at prominent locations and ends of vistas.
Response: A focal point feature should be provided at the project entrance from North Point Parkway and should be consistent with the monuments in the North Point Creative Placemaking Plan. The developer is also encouraged to paint North Point Leaf pattern mural(s) on the side and/or rear of the former AMC movie theater.
9. Incorporation of natural site features.
Response: The site is developed and does not include any natural site features. However, the applicant proposes to construct a multi-use trail connection through the site connecting to the Big Creek Greenway.
10. Block lengths conducive to pedestrian traffic.
Response: The applicant proposes two (2) new private streets within the proposed development with block lengths and design conducive to promoting pedestrian activity.
11. Detention and retention facilities designed to be aesthetically pleasing.
Response: Bio-retention is depicted within planters and landscape islands. If additional stormwater facilities are necessary, it is recommended that they be aesthetically-pleasing.
12. Creative methods for stormwater management to provide additional open space.
Response: Bio-retention is depicted within planters and landscape islands. If additional stormwater facilities are necessary, it is recommended that they be aesthetically-pleasing.
13. Attractive and usable street furniture in public spaces.
Response: Zoning conditions are recommended requiring street furniture along North Point Parkway, as approved by the Design Review Board.
14. Emphasis on a high-quality landscape plan.
Response: Zoning conditions are recommended requiring high quality landscape along North Point Parkway, as approved by the Design Review Board.

IX. VARIANCE REVIEW CRITERIA

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

1. There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography; or
Response: The streetscape variance is related to the applicant's proposal to redevelop a surface parking lot. In addition, the applicant does not control the southwest side of the existing project driveway from North Point Parkway, which limits their ability to improve a sidewalk on that property.
2. The application of the Ordinance to this particular piece of property would create an unnecessary hardship; or
Response: The two (2) new private streets promote a grid system; however, neither street is likely to provide interparcel connection due to the presence of the Big Creek Greenway and Hyatt Place hotel.
3. There are conditions that are peculiar to the property which adversely affect its reasonable use or usability as currently zoned; or
Response: The proposal represents redevelopment of an existing site, which limits streetscape implementation. In addition, the two (2) new private streets would likely not provide interparcel connection due to the presence of the Big Creek Greenway and Hyatt Place hotel.
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 requested variance should not cause substantial detriment to the public good.

X. CONCURRENCES

Staff has reviewed the applicant's proposal and finds that it can generally support the request for master plan amendment and variance to streetscape regulations. The property is located in the North Point LCI, which envisions the area as a mixed-use, walkable environment with an emphasis on sustainability, open space and connectivity. The applicant's proposal promotes the specific objectives in the PSC zoning district, including connectivity, building orientation to the street, redevelopment of surface parking, access to alternative modes of transportation, creation of vistas and view corridors, pedestrian-friendly streetscape, provision of open space, creative placemaking, high quality landscape plan and aesthetically pleasing and creative stormwater management practices. The zoning proposal is consistent with the Comprehensive Land Use Plan designation of the property, which is 'Commercial'. Given the amount of retail existing in

the North Point Parkway corridor, conditions are recommended limiting non-entertainment retail uses.

The North Point LCI discusses area-wide initiatives, such as Placemaking, Maximizing the Big Creek Greenway and Incorporating Green Pathways. The LCI also discusses utilizing the Big Creek Greenway to its full potential by improving accessibility and visibility of the Greenway. As part of meeting the City's open space requirements, the applicant proposes a multi-use trail connection to the Big Creek Greenway through the subject site and connecting to the sidewalk along North Point Parkway.

XI. CITIZEN PARTICIPATION PLAN

The report submitted by the applicant states that letters were mailed to each property owner within 500' of the subject property stating the applicant's intent. The report states that no comments were received in response to the mailed letters.

XII. COMMUNITY ZONING INFORMATION MEETING

The CZIM was held on May 8, 2019. There were no public comments reflected on the sign-in sheet.

XIII. ATTACHMENTS:

- Site Plan, dated 5/28/2019
- Civic Space Exhibit, dated 4/1/2019
- North Point Creative Placemaking Exhibits

MP-19-02 / V-19-06

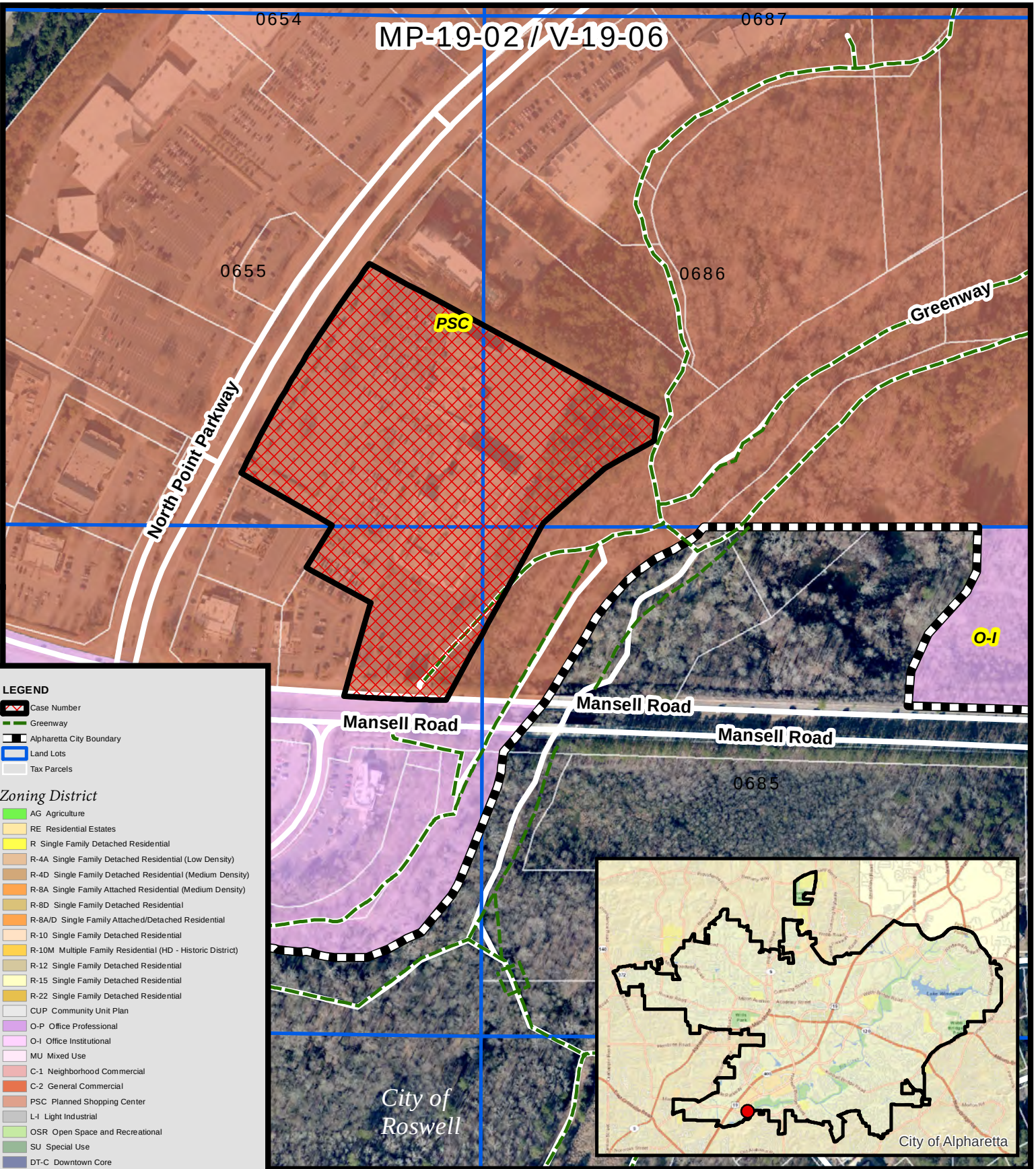


Aerial Map
Brixmor
Regency Park

MP-19-02 V-19-06
D/LL: 1/2/655, 656, 685, 686
PC Date: 6/06/19
CC Date: 6/17/19

Location Map Provided by:
Community Development - GIS

MP-19-02 / V-19-06

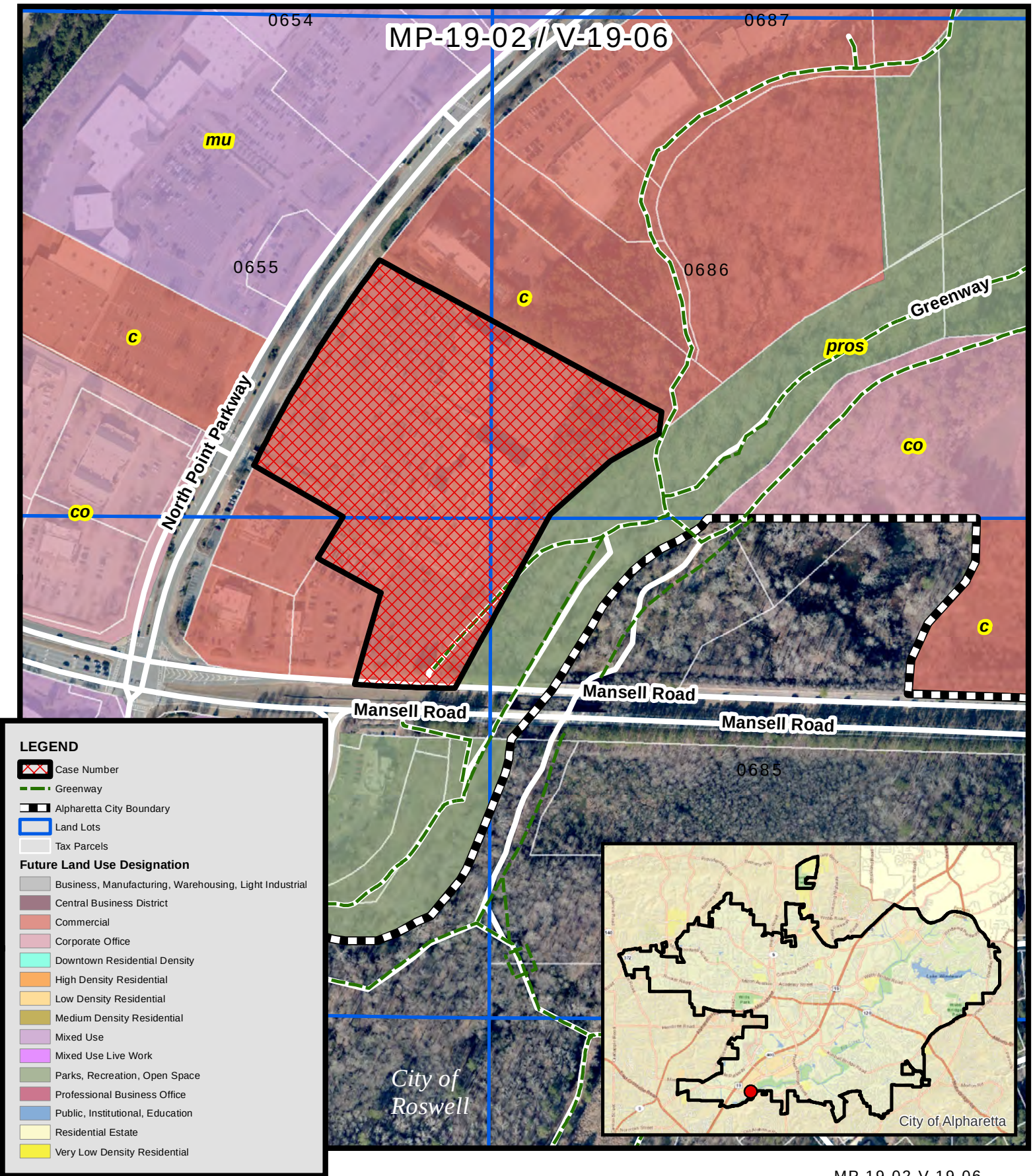


Zoning Map
Brixmor
Regency Park

MP-19-02 V-19-06
D/LL: 1/2/655, 656, 685, 686
PC Date: 6/06/19
CC Date: 6/17/19

Location Map Provided by:
Community Development - GIS





LEGEND

Case Number

Greenway

Alpharetta City Boundary

Land Lots

Tax Parcels

Future Land Use Designation

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

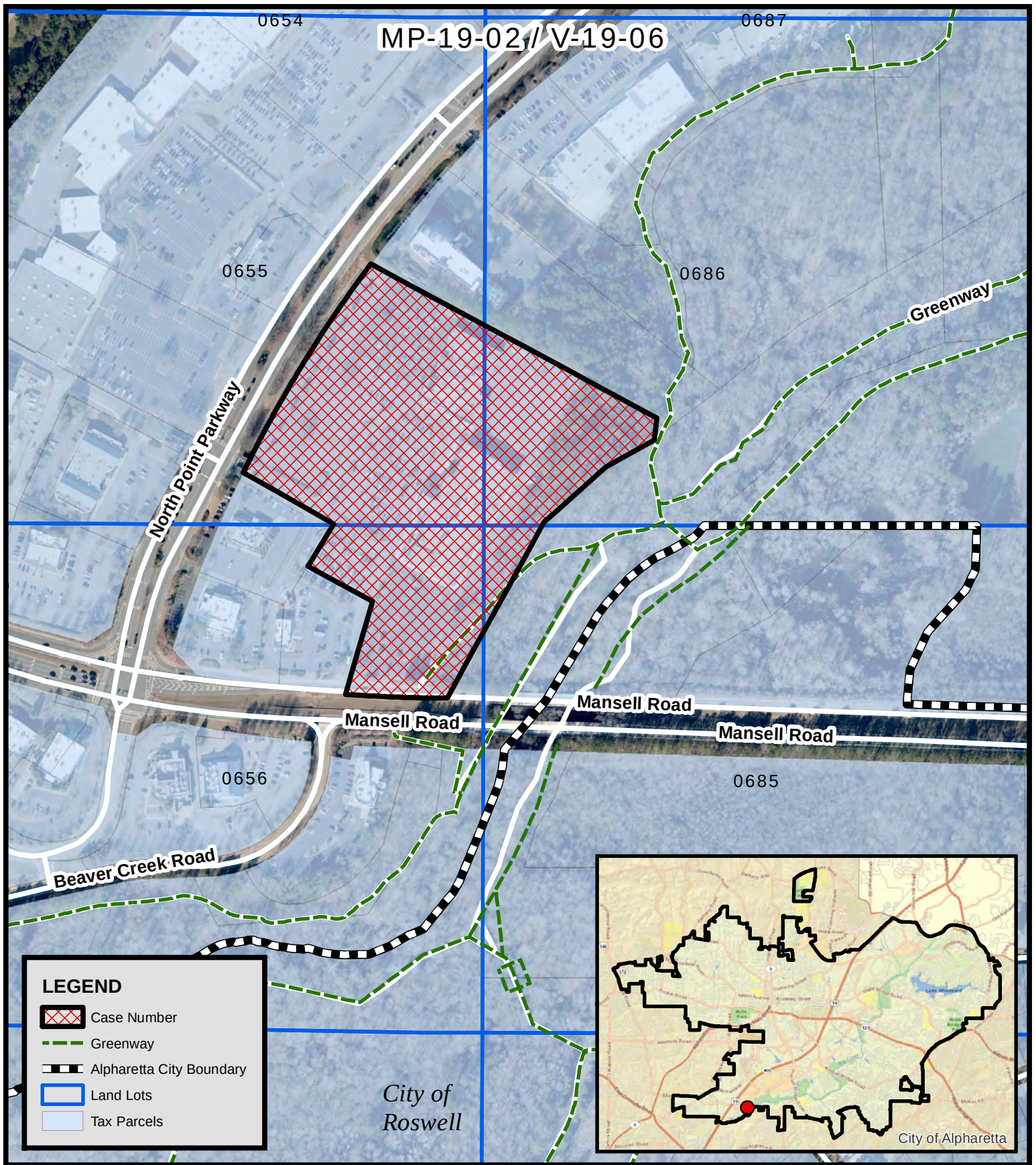
Very Low Density Residential



Future Land Use Brixmor Regency Park

MP-19-02 V-19-06
D/LL: 1/2/655, 656, 685, 686
PC Date: 6/06/19
CC Date: 6/17/19

Location Map Provided by:
Community Development - GIS



Location Map
Brixmor
Regency Park MP

MP-19-02 V-19-06
D/LL: 1/2/655, 656, 685, 686
PC Date: 6/06/19
CC Date: 6/17/19

Location Map Provided by:
Community Development - GIS



NORTH POINT

ALPHARETTA, GA



North Point is Vibrant

North Point is Vibrant. North Point is a robust commercial center at the heart of a growing regional economy with significant opportunities for retail, residential, office, recreation, and cultural uses and activities.



North Point is Green

North Point is an eco-district interwoven with green oases, restored streams and wetlands, and opportunities for parks and unique places providing respite for people and habitat for native plants and animals.



North Point is Walkable

North Point is a place defined by mature tree canopies and connected forested areas threaded with trails and pathways to provide easy access to its many shopping, dining, and entertainment destinations.



North Point is Livable

With access to major employers, transportation options, housing choices, activity centers, and human-scale spaces, North Point well-positioned to become a livable community within the metro area.

2018 North Point LCI

In 2017, the City of Alpharetta and the Atlanta Regional Commission teamed up to study the North Point Area and update its 2008 LCI Plan. The updated plan aimed to address current challenges for growth and to create future opportunities by focusing on walkability and quality development. Through public engagement and input from city council, city staff, and private stakeholders, the consultant team made recommendations for 100-day and 5-Year action plans that were adopted by the City in February of 2018.



North Point LCI Creative Placemaking Plan

As recommended by the 2018 LCI Plan, the City of Alpharetta is pursuing a Creative Placemaking Plan that will examine options to improve safety and walkability along the North Point Parkway corridor. The study will also formulate wayfinding concepts, streetscape design guidelines, and a signage program and plan to encourage efficient and safe movement of pedestrians, bicycles and vehicles in, through and around the North Point area. The project shall recommend a diversity of types of public art to make the corridor attractive and interactive. Lastly, as part of the study process and public outreach, the City will implement a temporary project to demonstrate potential outcomes of the plan.



Terms & Definitions

The Atlanta Regional Commission's Livable Centers Initiative (LCI) is a grant program that incentivizes local jurisdictions to re-envision their communities as vibrant, walkable places that offer increased mobility options, encourage healthy lifestyles and provide improved access to jobs and services.¹

Placemaking inspires people to collectively reimagine and reinvent public spaces as the heart of every community. Strengthening the connection between people and the places they share, placemaking refers to a collaborative process by which we can shape our public realm in order to maximize shared value. More than just promoting better urban design, placemaking facilitates creative patterns of use, paying particular attention to the physical, cultural, and social identities that define a place and support its ongoing evolution.²

Ecodistricts are distinct areas or neighborhoods that provide a uniquely valuable scale to introduce and accelerate investments that can achieve profound improvements in equity, resilience, and climate protection - linking energy, transportation, water, and land use in an integrated, efficient resource system. These neighborhoods are small enough to innovate and big enough to leverage meaningful investment and public policy.³

¹ atlantaregional.org

² Partnership for Public Spaces "PLACEMAKING: What if we built our cities around places?"

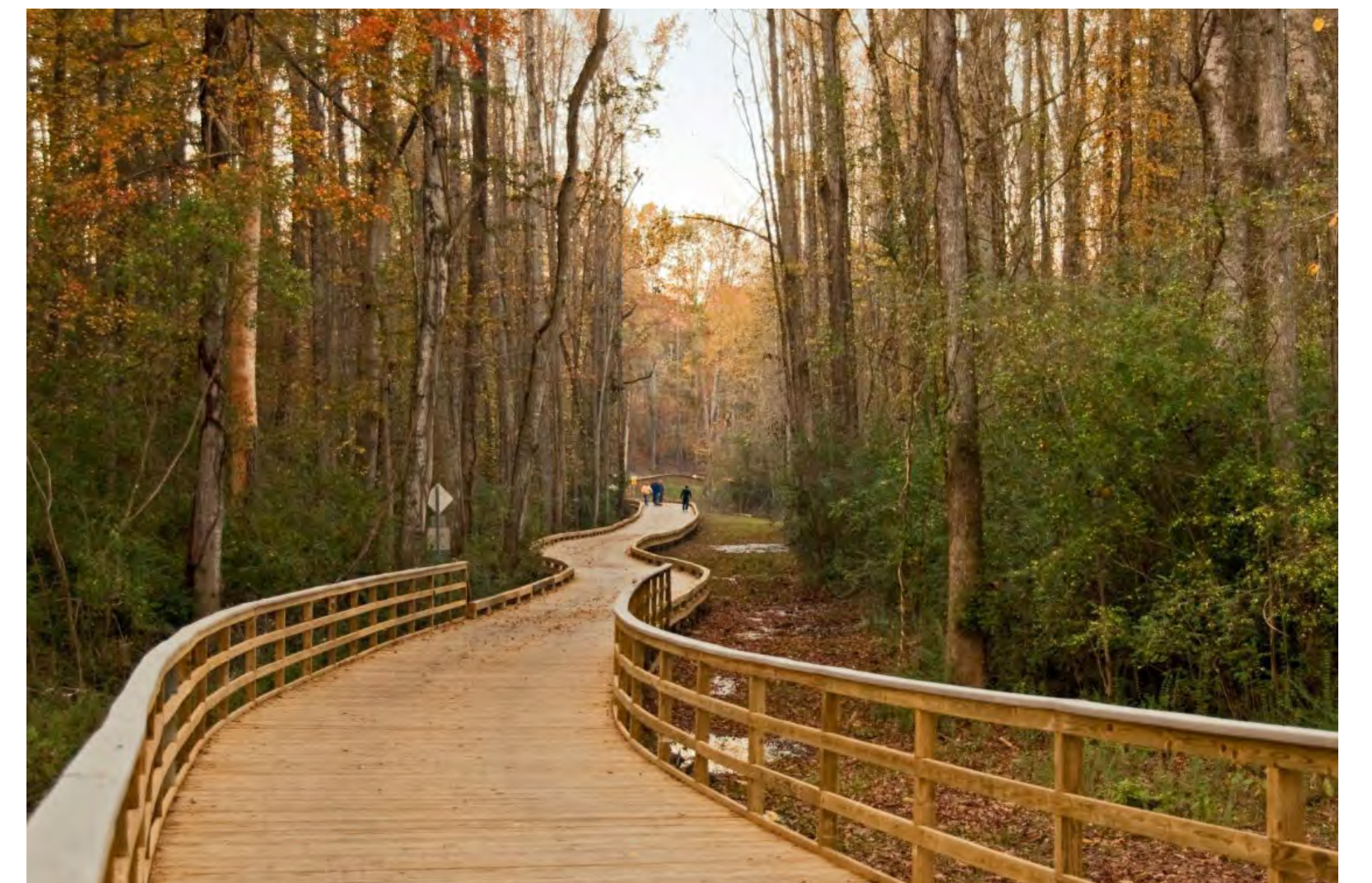
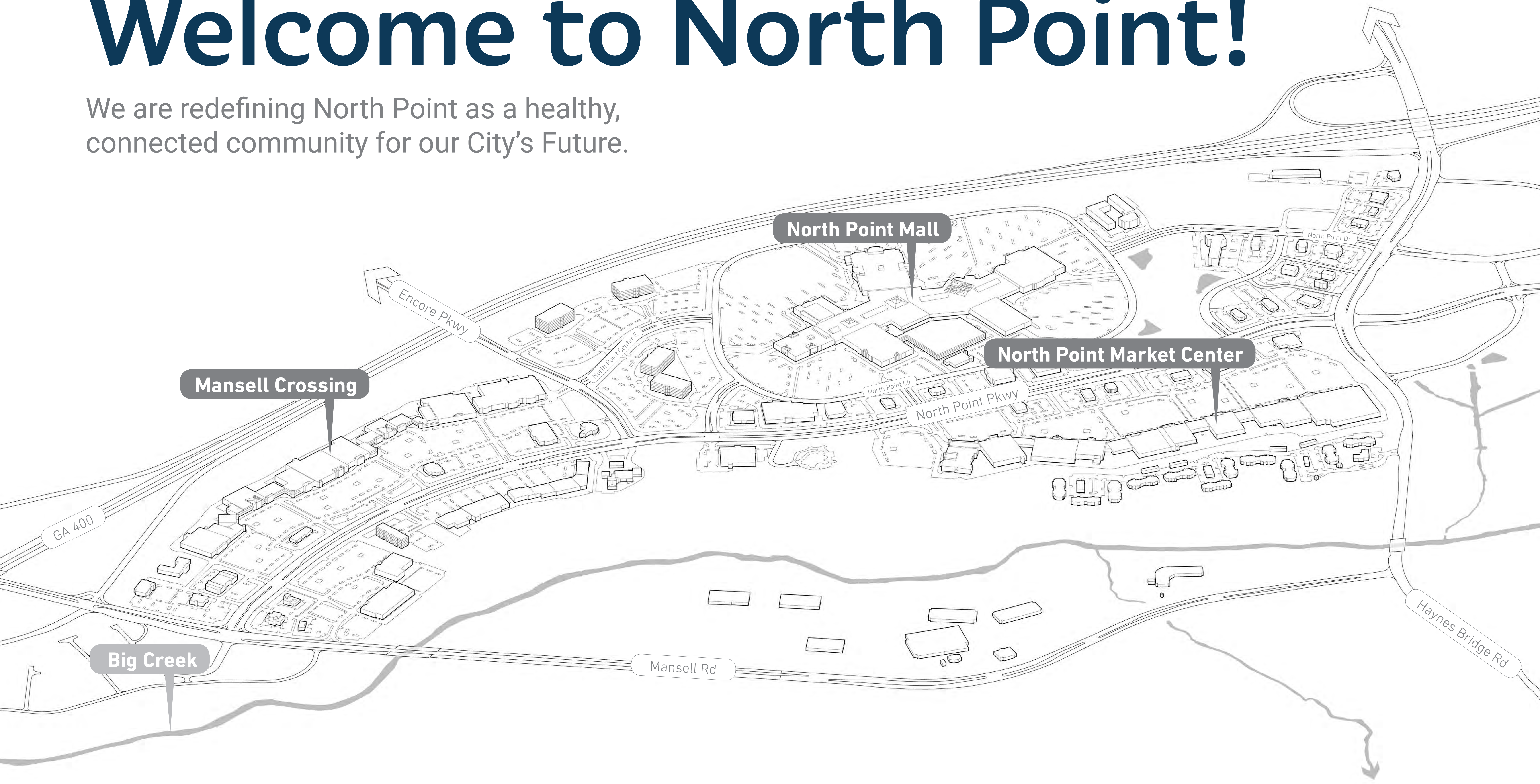
³ ecodistricts.org; cnt.org/ecodistricts

Project Schedule

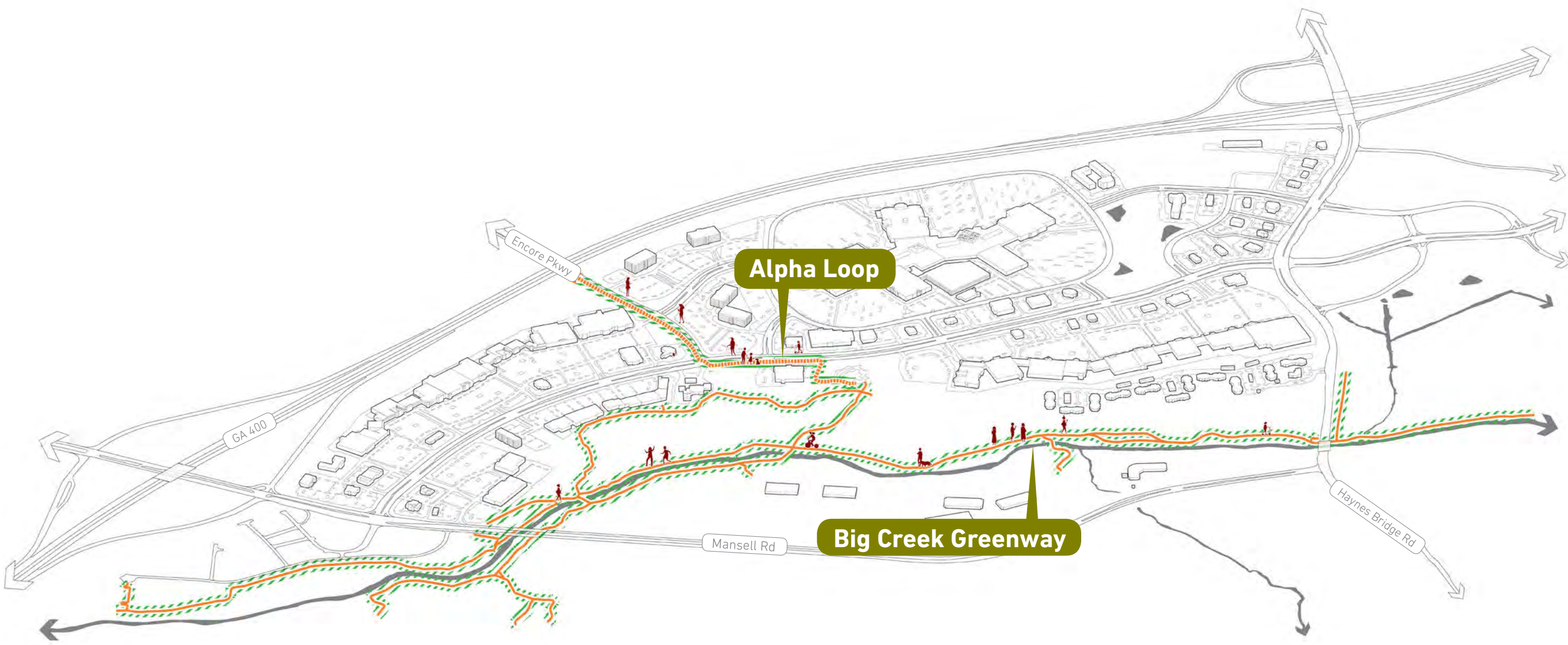


Welcome to North Point!

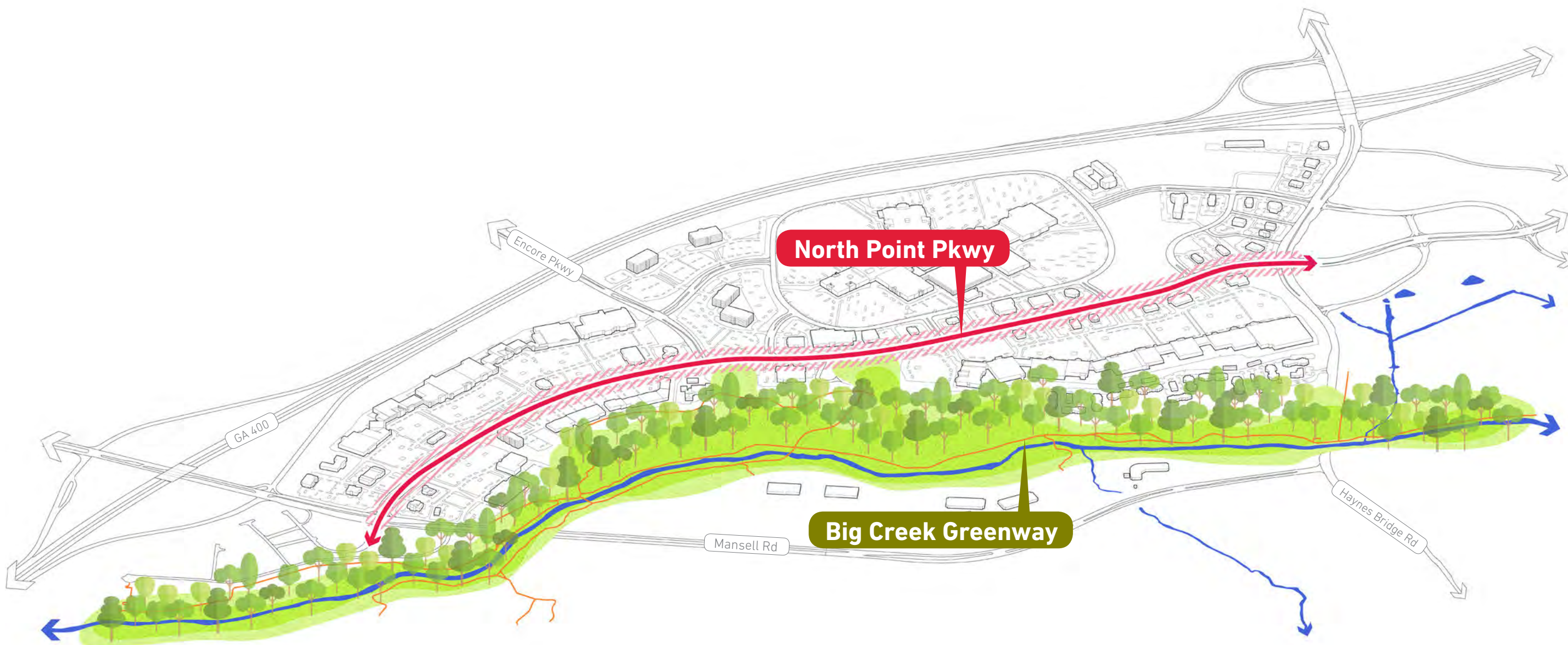
We are redefining North Point as a healthy, connected community for our City's Future.



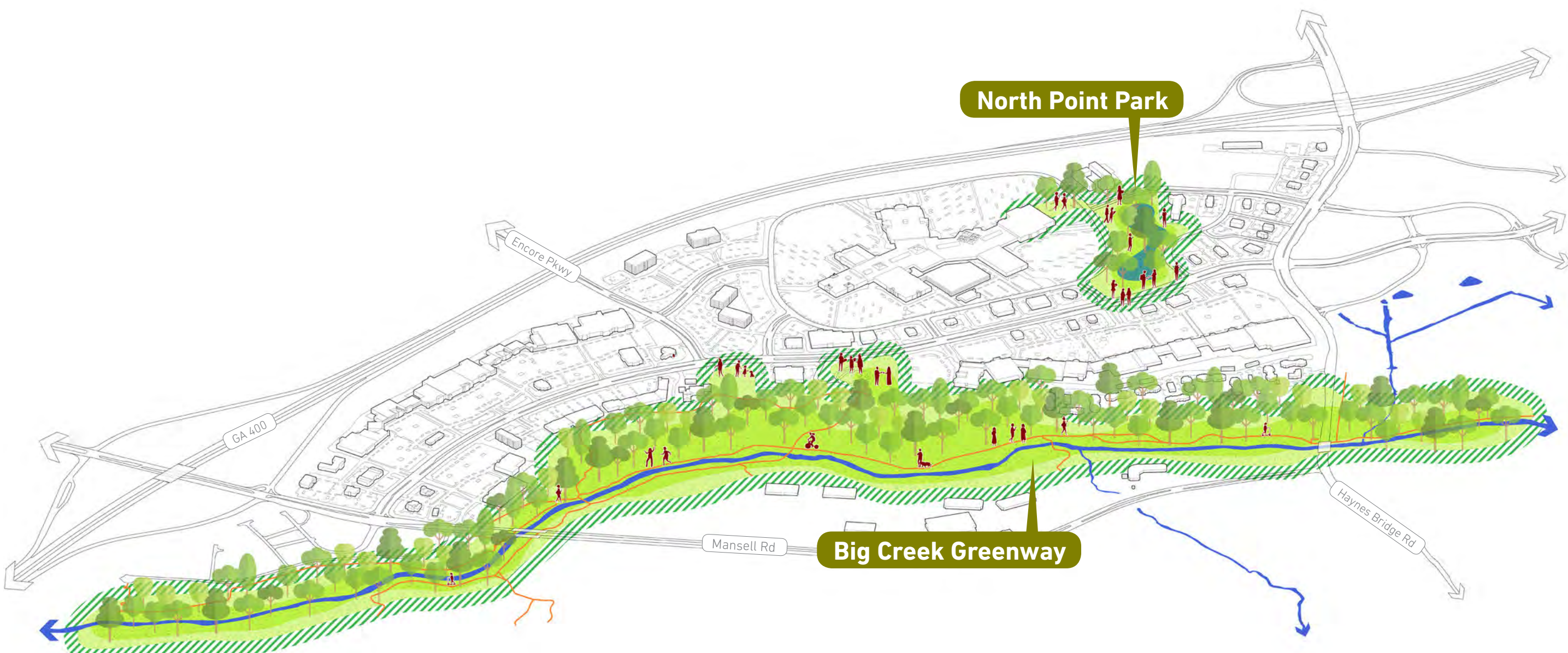
Drivers of Value



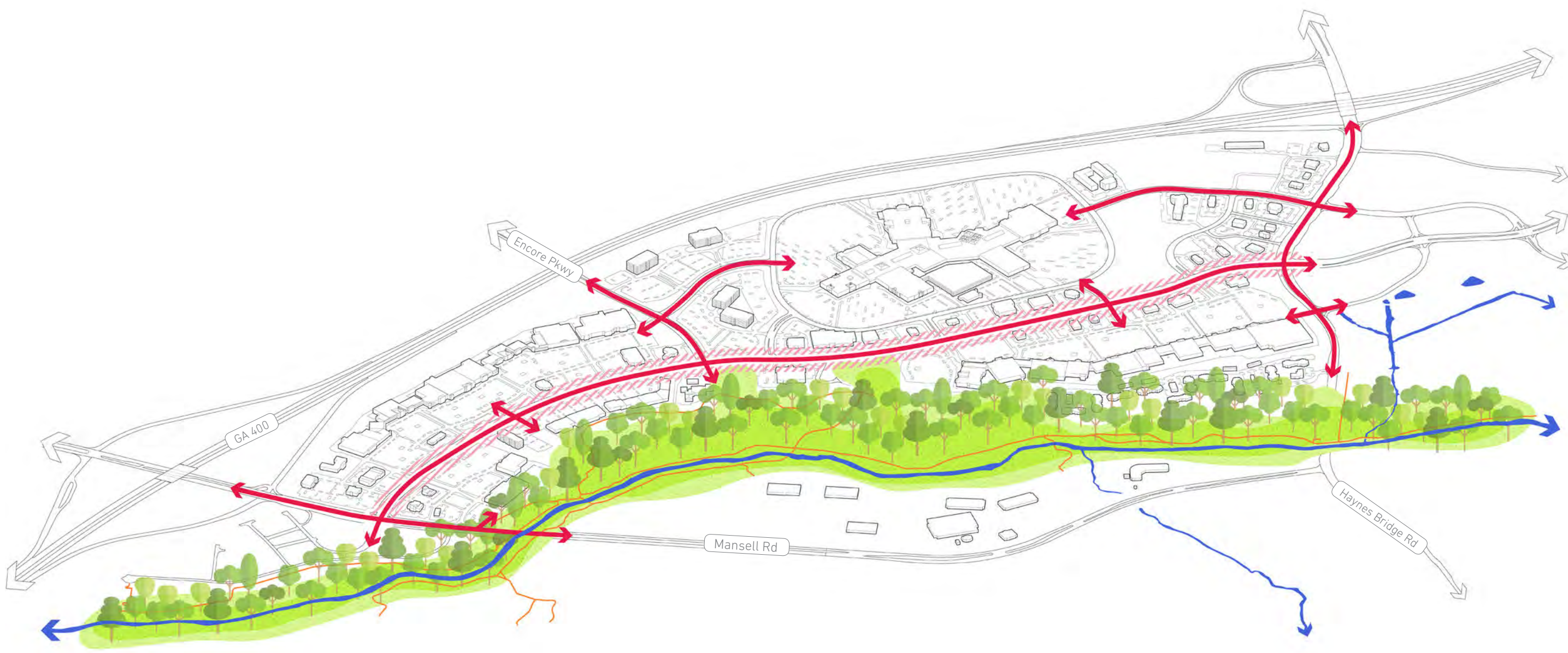
Trails & Greenways



Key Corridors

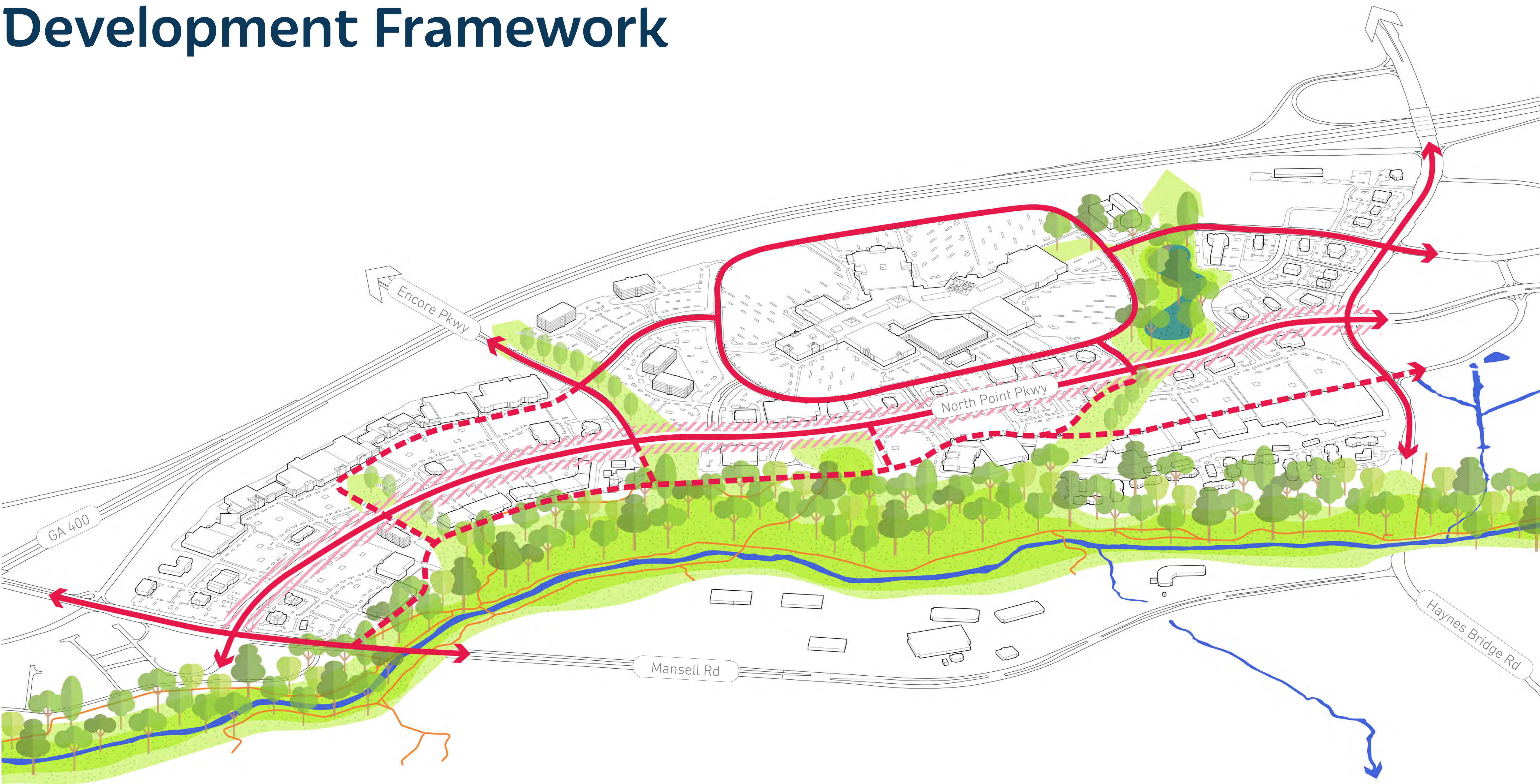


Parks & Open Space



Human-scaled Urban Form

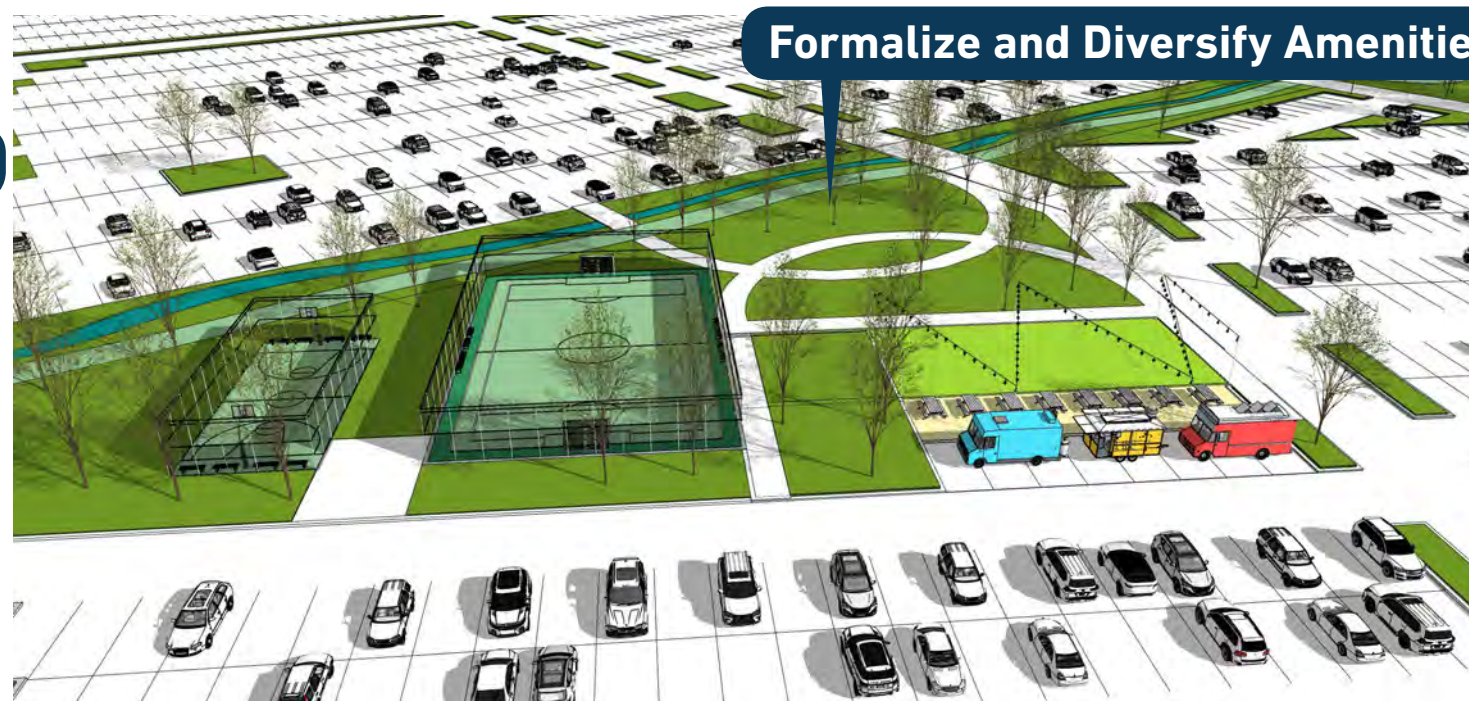
Development Framework



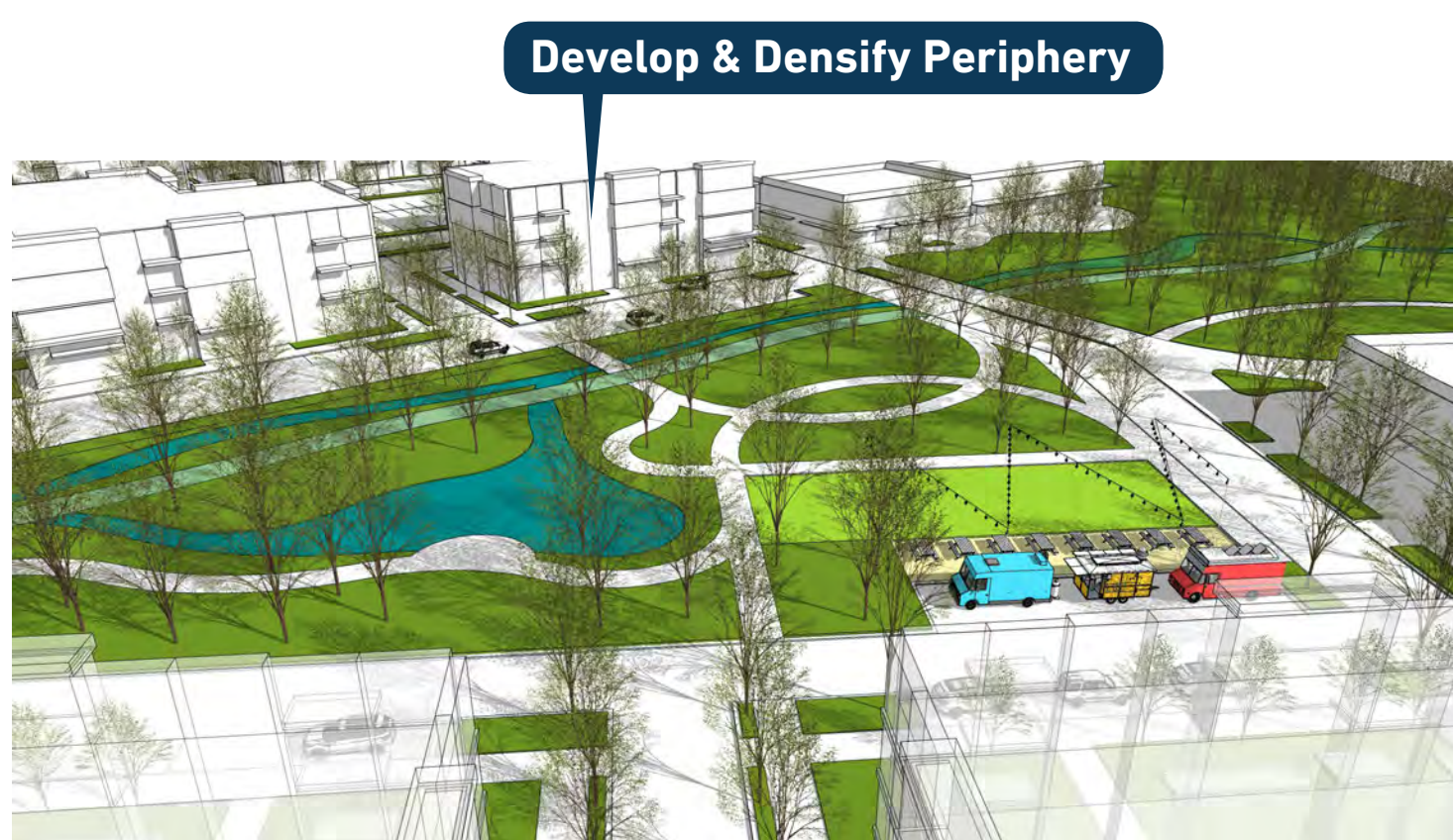
Existing Condition



Short Term Intervention



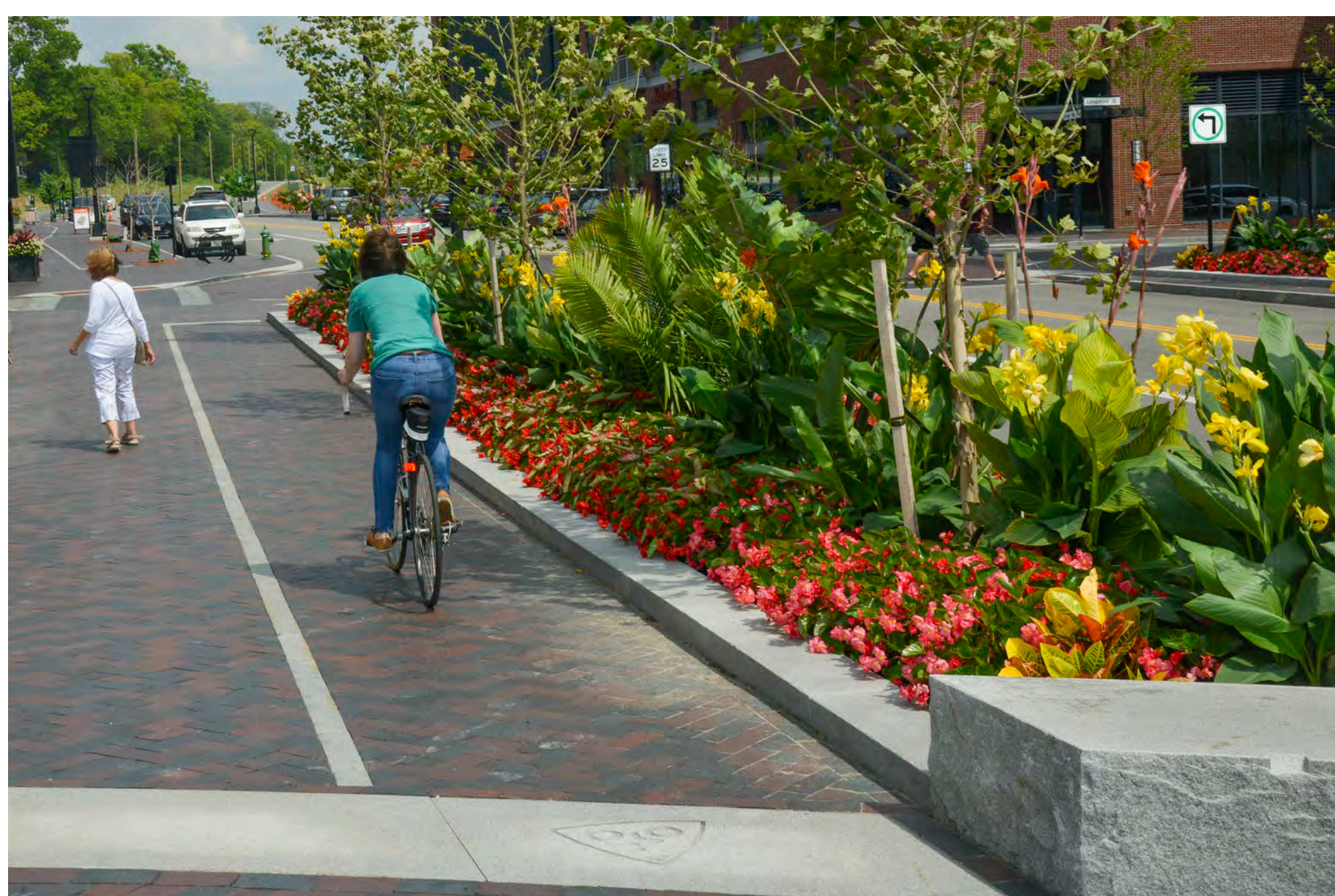
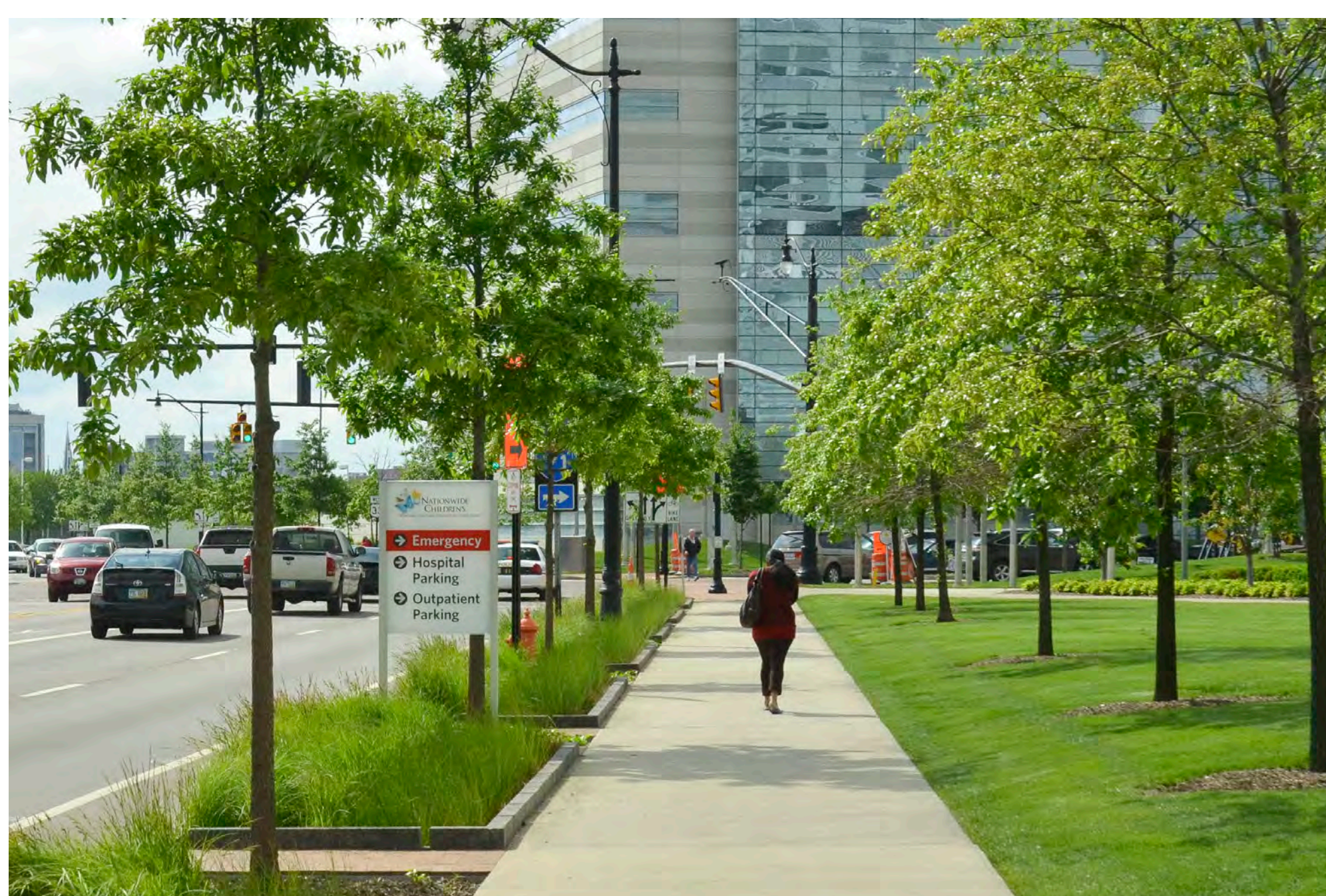
Midterm Intervention



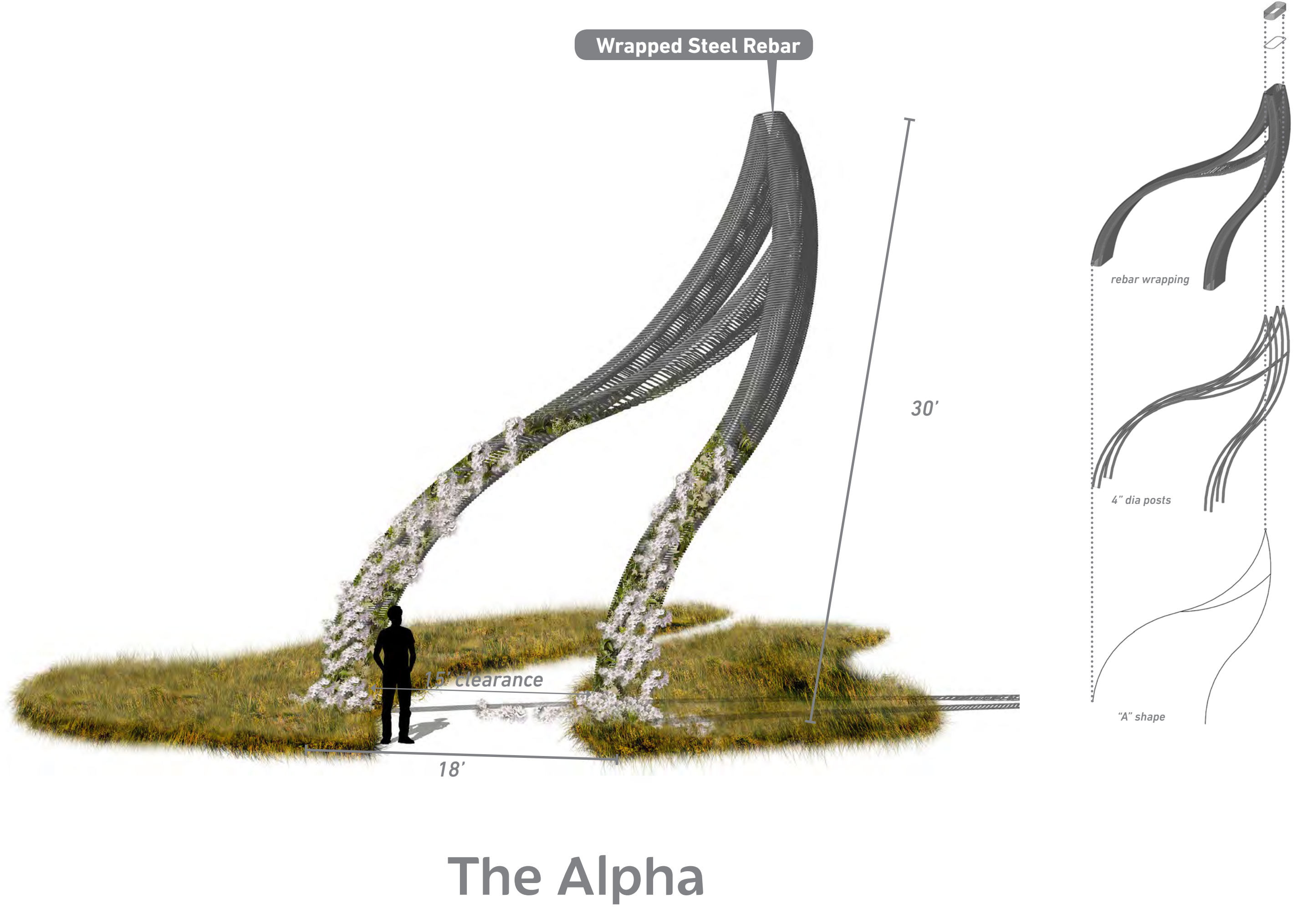
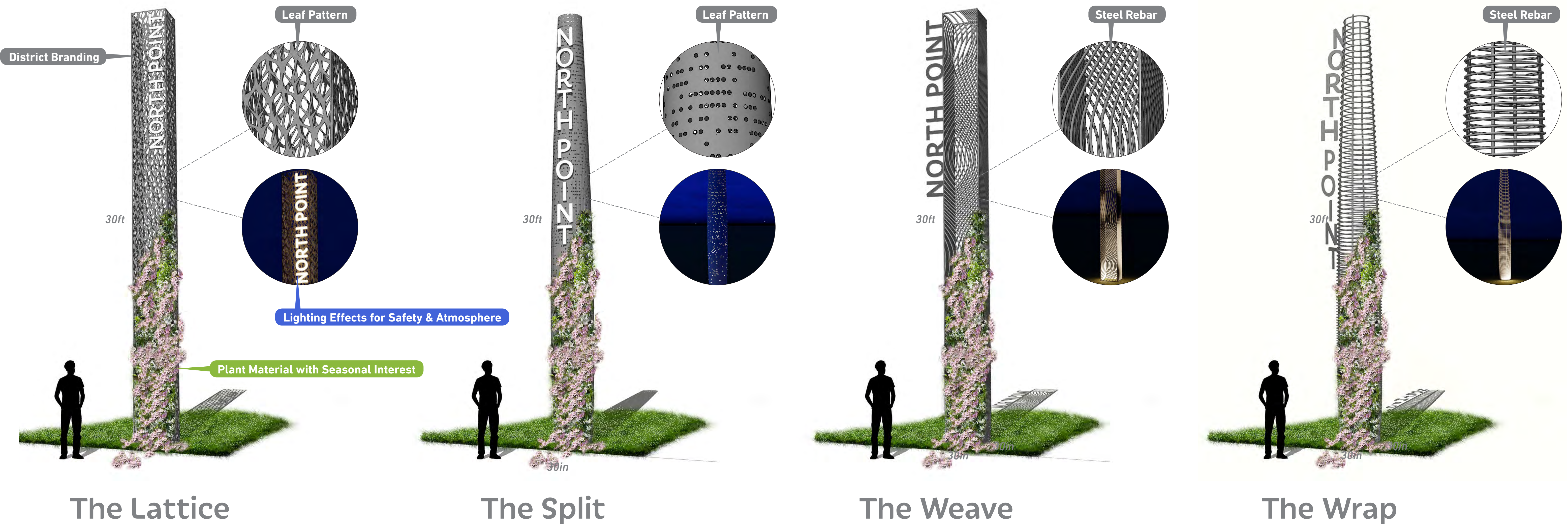
Long Term Intervention

The PARKway

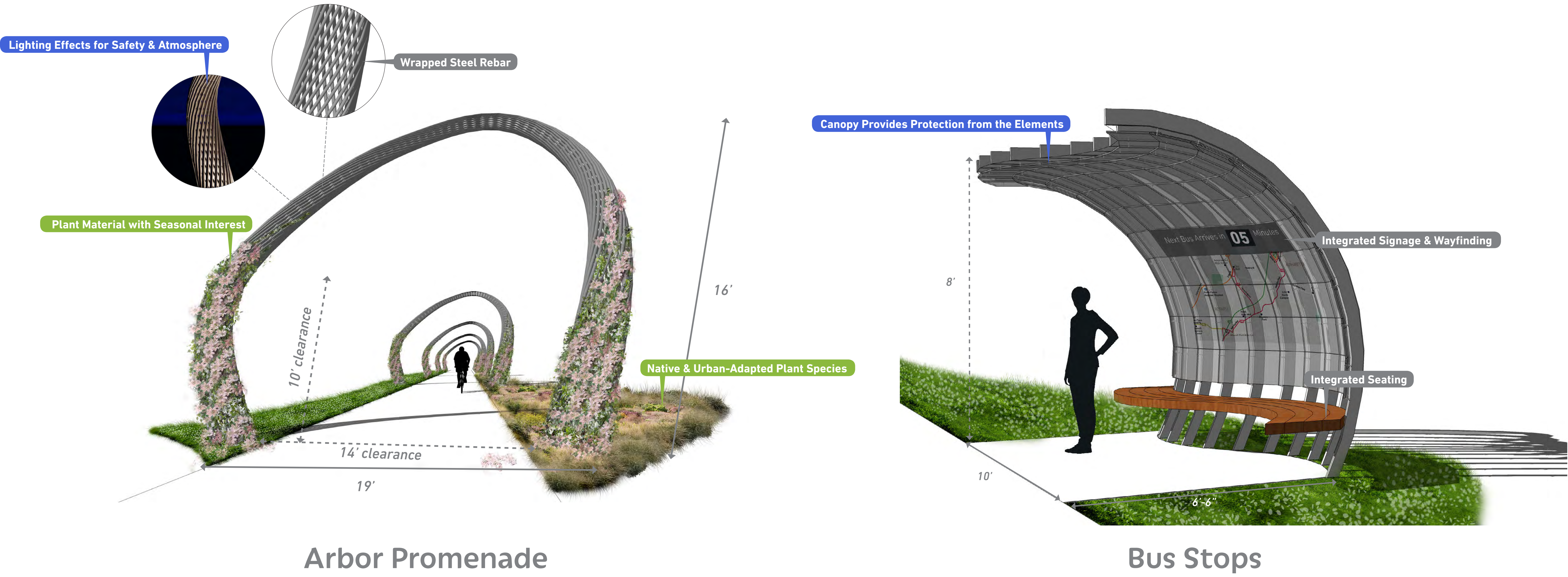
The PARKway is a pedestrian paradise defined by it's human-scaled spaces, lush native landscapes, and innovative features.



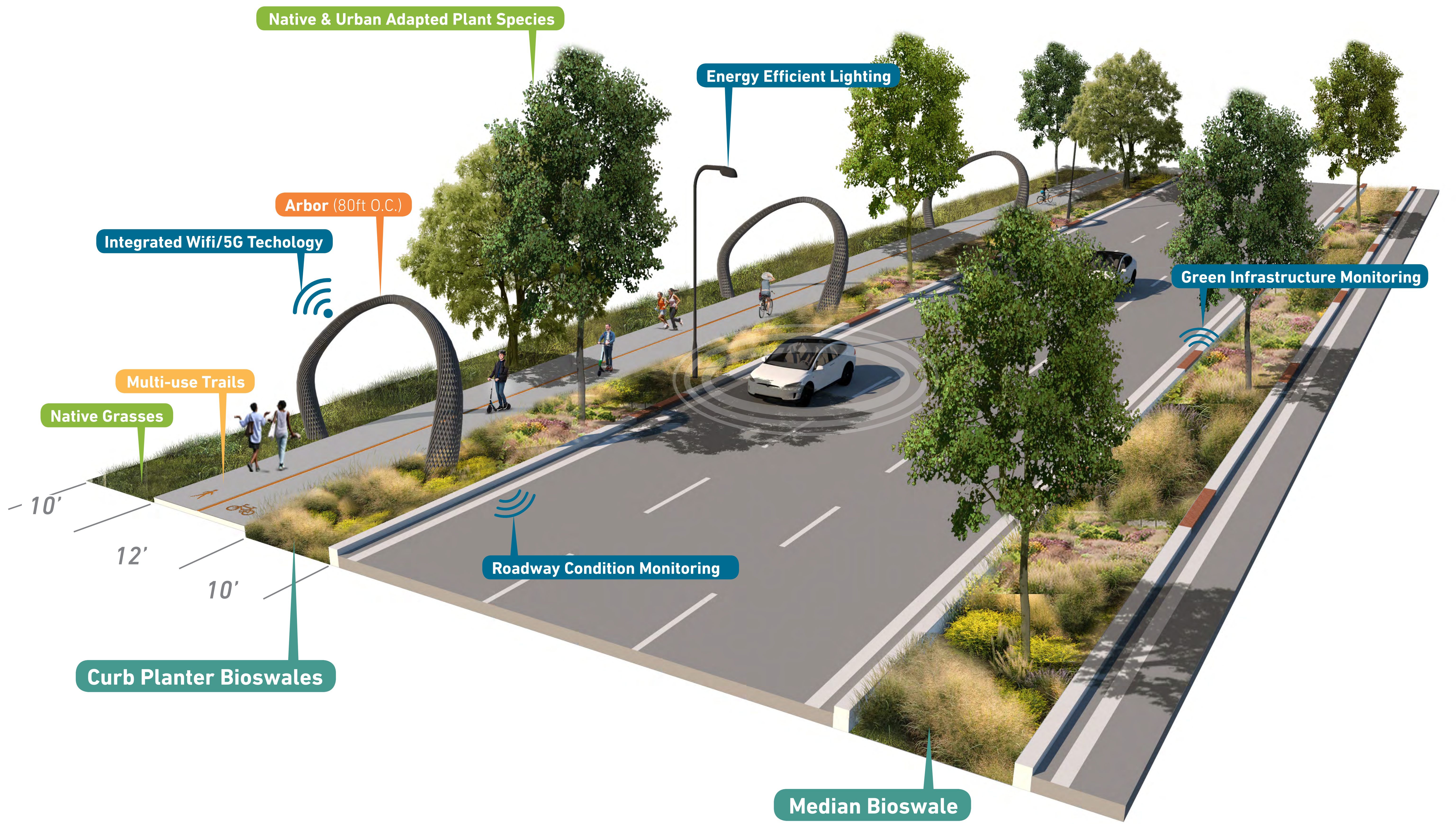
District Thresholds



Pedestrian Experience

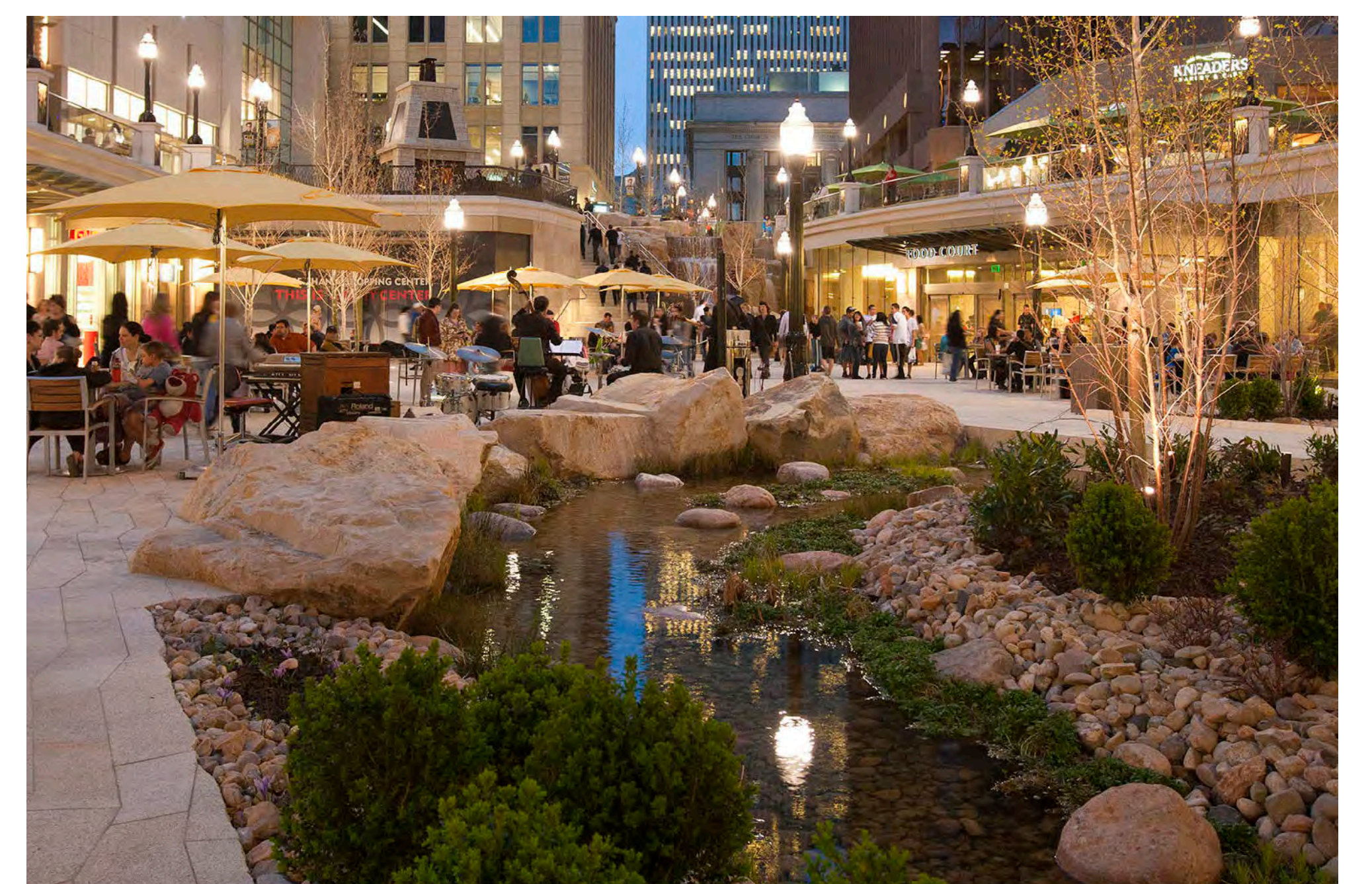
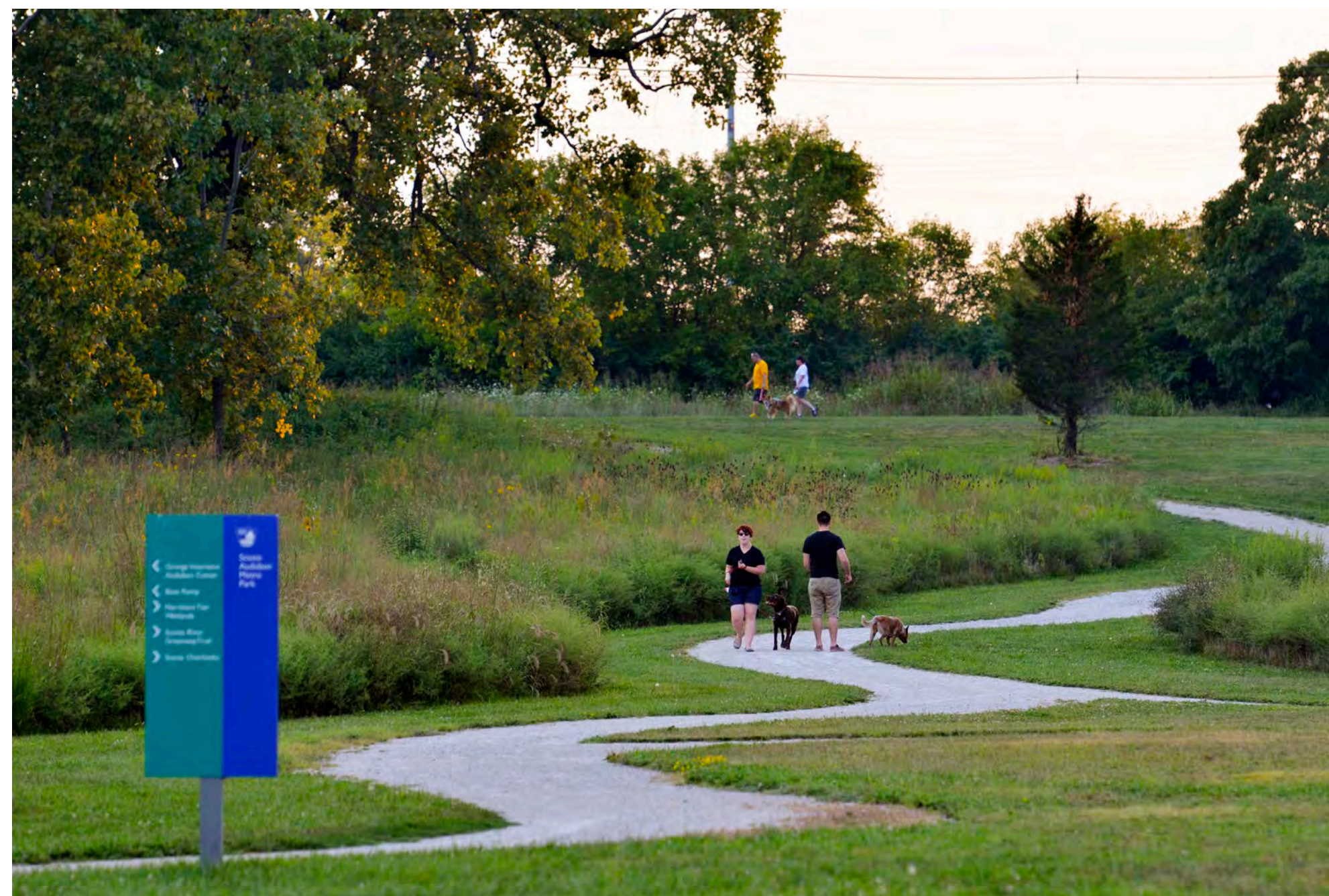
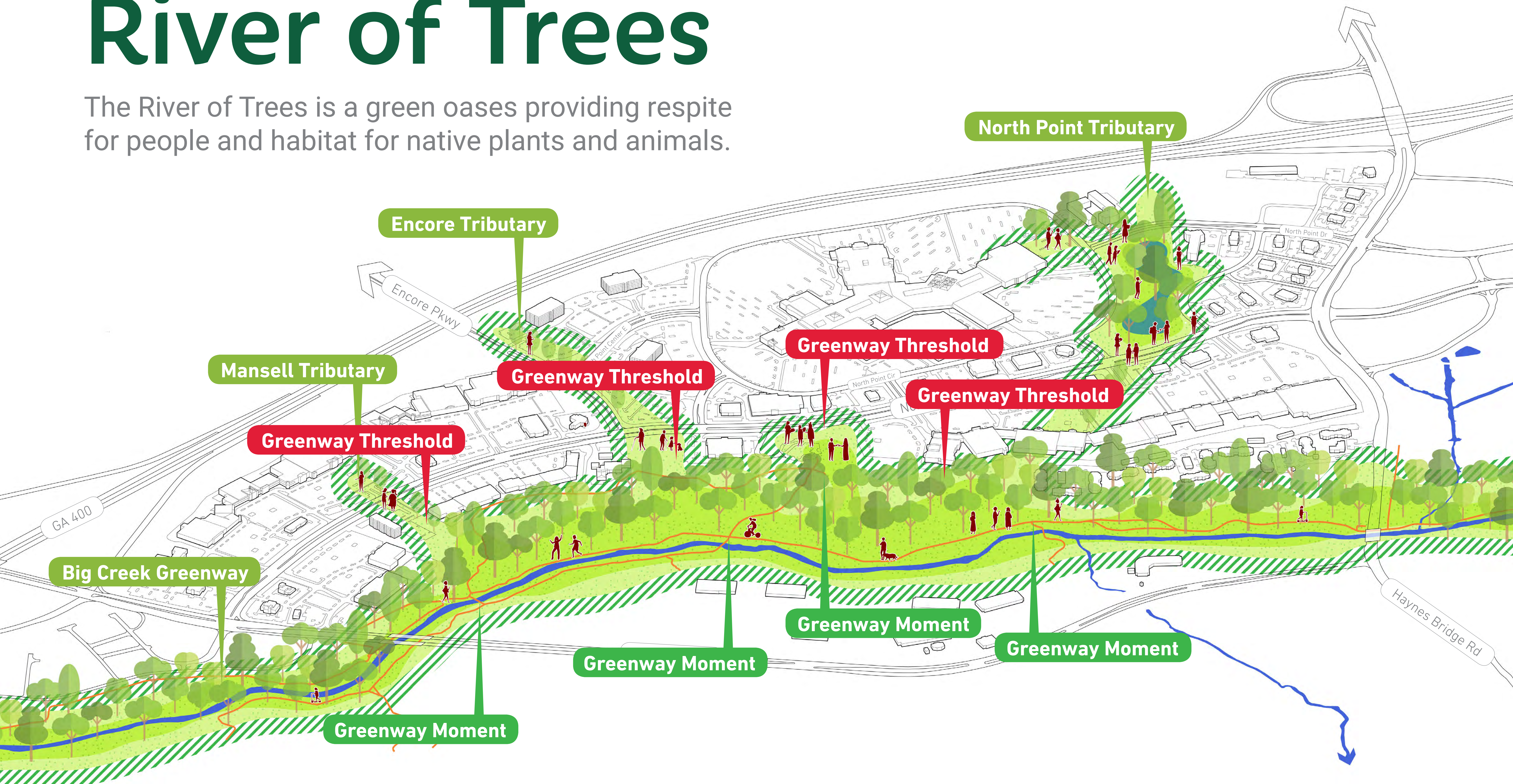


PARKway Typical Section

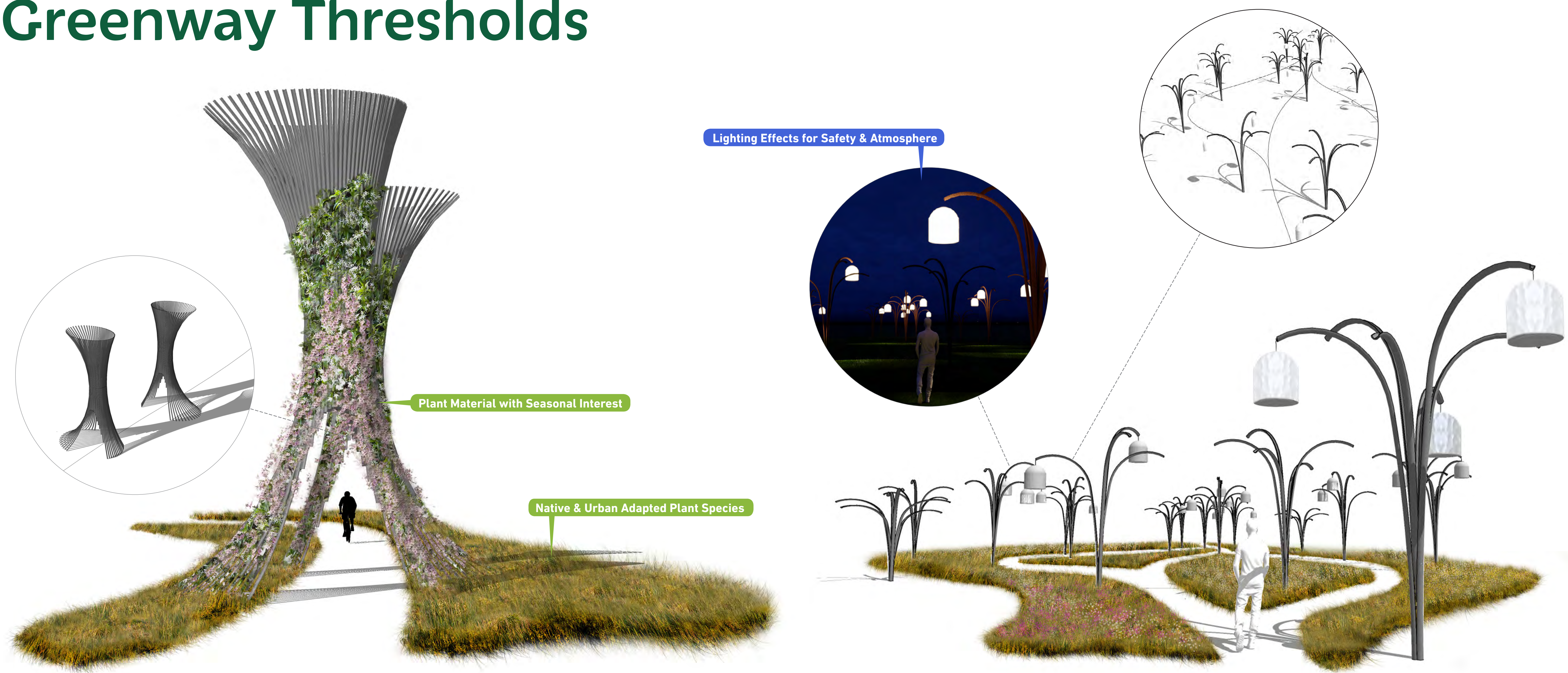


River of Trees

The River of Trees is a green oasis providing respite for people and habitat for native plants and animals.



Greenway Thresholds



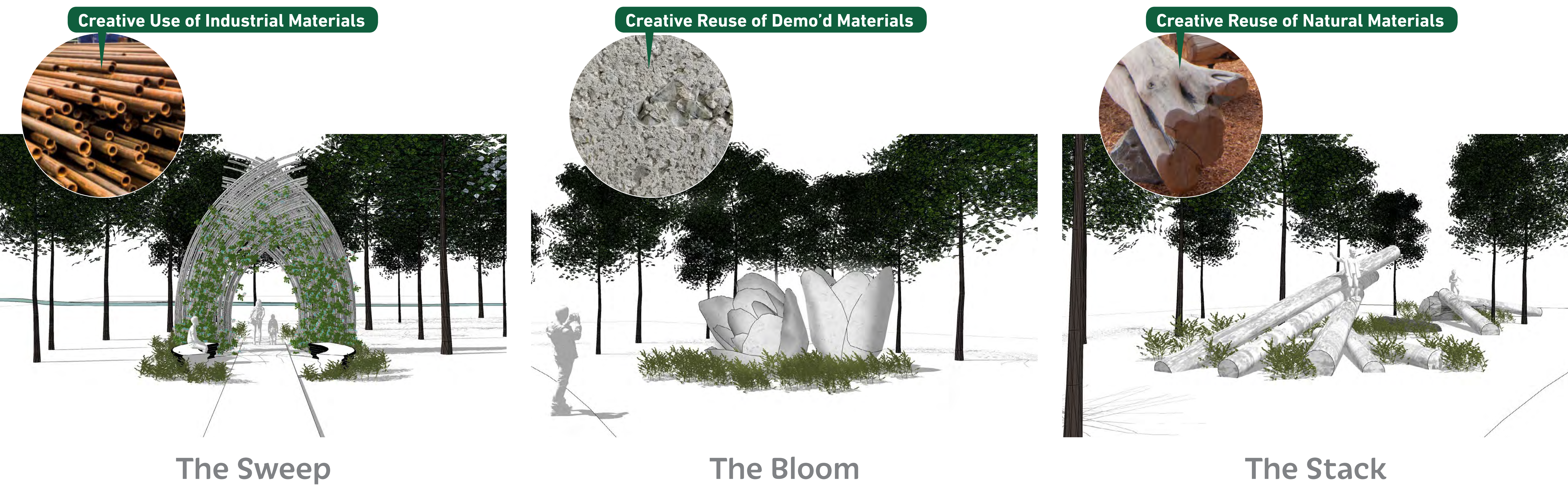
Big Creek Arbors

Big Creek Strands

Greenway Crossings



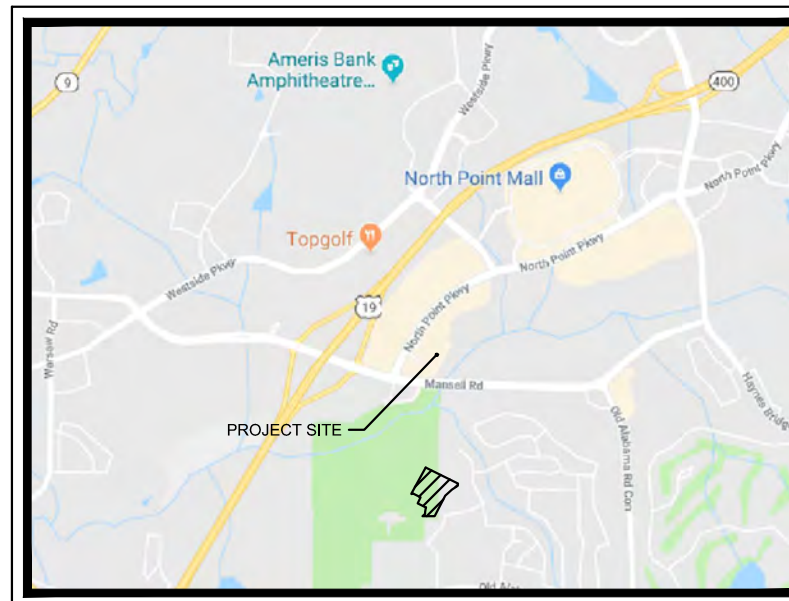
Greenway Moments



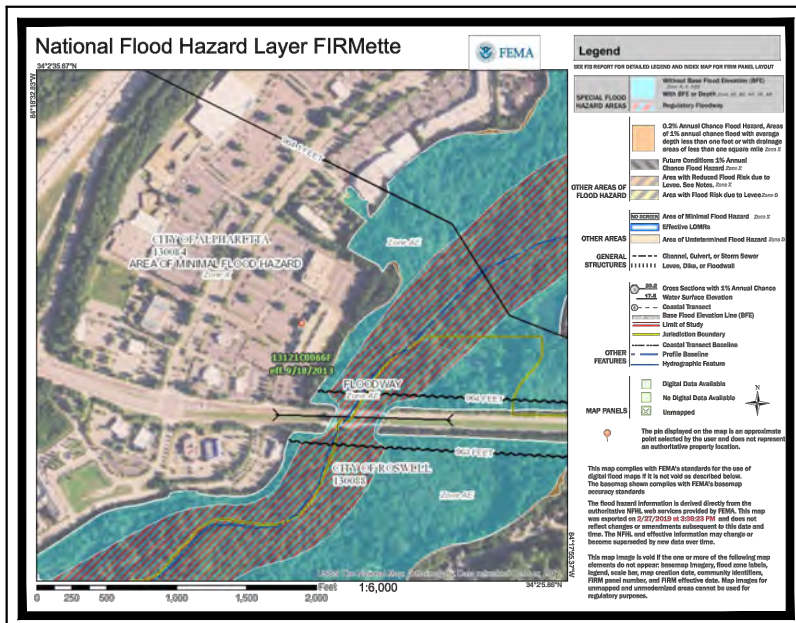
The Sweep

The Bloom

The Stack



VICINITY MAP



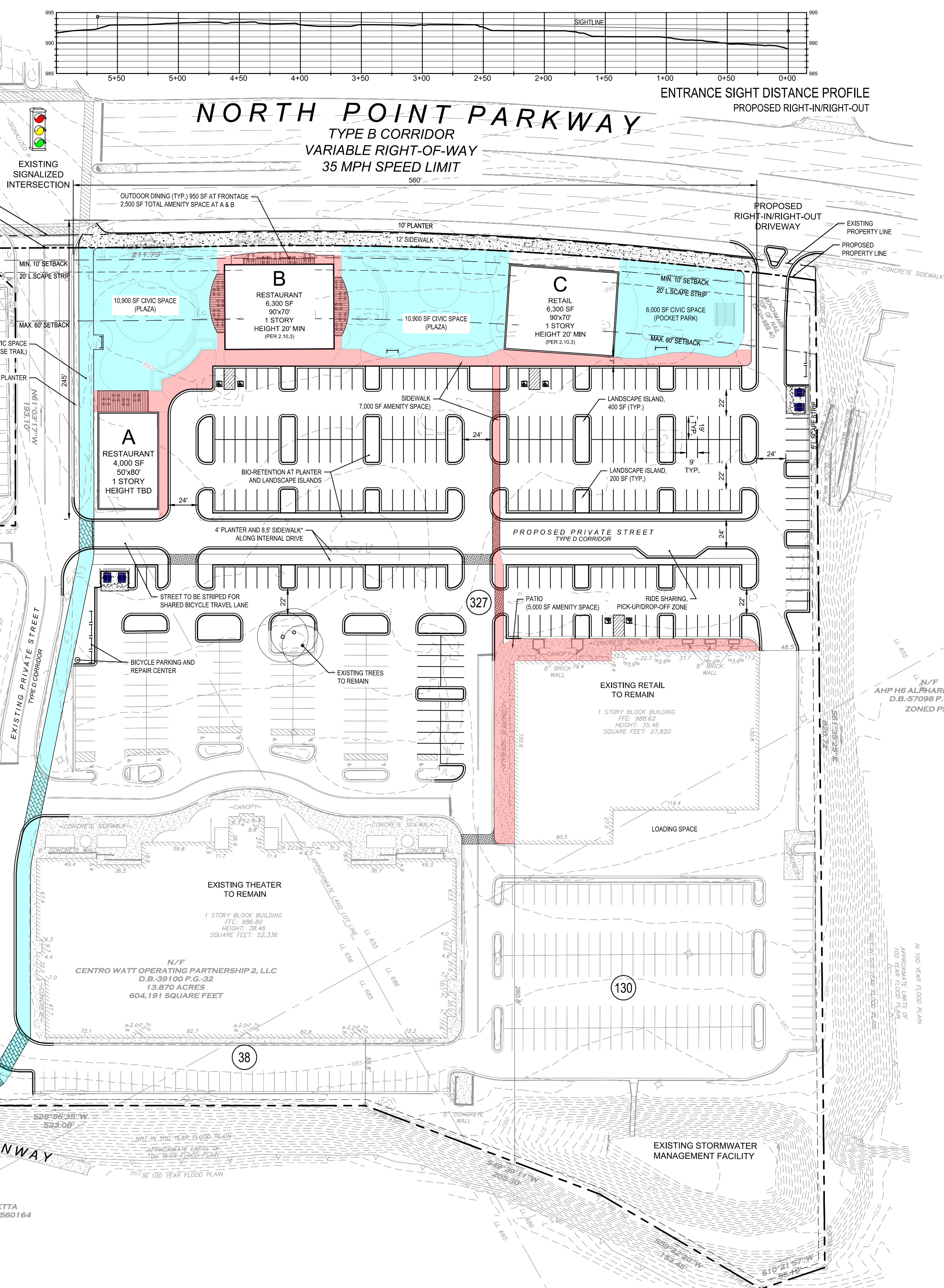
FEMA MAP

THE SITE DOES NOT LIE WITHIN A FLOOD HAZARD AREA PER FIRM PANEL 13121C0066F DATED 9/18/2013.



SITE NOTES	
ZONING	
CLASSIFICATION	PSC
MASTERPLAN	REGENCY PARK
OVERLAY	NORTH POINT OVERLAY
SITE AREA	
TOTAL SITE AREA:	13.70 ACRES
EXISTING SITE AREA:	13.87 ACRES
ROW DEDICATION:	0.17 ACRES
(ALONG NORTH POINT PKWY)	
BUILDING SETBACKS	
FROM BACK OF SIDEWALK	MIN / MAX
NORTH POINT PARKWAY:	10 FT / 60 FT
MANSELL ROAD:	20 FT / 100 FT
TYPE D CORRIDOR:	0 FT / 10 FT
SIDE	0 FT
REAR	15 FT
LANDSCAPING	
NORTH POINT PKWY (FROM CURB):	10 FT PLANTER
MANSELL ROAD (FROM CURB):	8 FT PLANTER
FRONT (EXCLUDING BUILDINGS):	20 FT L.SCAPE STRIP
SIDE/REAR (EXCLD. BUILDINGS):	5 FT L.SCAPE STRIP
PARKING	
REQUIRED (CITY):	694 SPACES
REQUIRED (20% REDUX PER OVERLAY):	556 SPACES
RETAIL (5/1000SF):	171 SPACES
RESTAURANT (10/1000SF):	103 SPACES
THEATRE:	420 SPACES
PROVIDED:	695 SPACES
ADA SPACES REQUIRED	14 SPACES
ADA SPACES PROPOSED	16 SPACES
LOADING/UNLOADING SPACES	
REQUIRED	2 SPACES
PROVIDED	2 SPACES
LAND-USE	
RETAIL :	34,120 SF
PROPOSED	6,300 SF
EXISTING:	27,820 SF
PROPOSED RESTAURANT:	10,300 SF
EXISTING THEATER:	52,336 SF
TOTAL	96,756 SF
TOTAL EXISTING:	80,156 SF
TOTAL PROPOSED:	16,600 SF
ECO-DISTRICT MEASURES	
BIO-RETENTION	(2 PT)
SUSTAINABLE LANDSCAPING	(1 PT)
XERISCAPE PLANT MATERIALS	
ENHANCED BICYCLE AMENITIES	(2 PT)
REPAIR CENTER, BIKE PARKING, PATHS	
ALT. TRANSPORTATION MEASURE	(1 PT)
RIDE SHARING	
OPEN SPACE	
SITE AREA	13.70 ACRES (596,772 SF)
IMPROVED AREA	6.40 ACRES (278,750 SF)
CIVIC SPACE REQ'D (10%):	27,875 SF
*CIVIC SPACE PROVIDED:	36,000 SF
PLAZA :	21,800 SF
POCKET PARK:	6,000 SF
MULTI-USE TRAIL:	8,200 SF
AMENITY SPACE REQUIRED (5%):	13,950 SF
*AMENITY SPACE PROVIDED :	14,500 SF
HARDSCAPE:	5,000 SF
(INCLUDES NON-REQ'D SIDEWALKS)	
OUTDOOR DINING:	2,500 SF
PATIO :	7,000 SF
VARIANCE	
A VARIANCE TO REDUCE SOME STREETSCAPE REQUIREMENTS FOR THE TYPE D STREETS IN THE PLAN [UDO § 2.10.3]	

MANSELL ROAD
TYPE A CORRIDOR
VARIABLE RIGHT-OF-WAY
40 MPH SPEED LIMIT



NORTH POINT PARKWAY
TYPE B CORRIDOR
VARIABLE RIGHT-OF-WAY
35 MPH SPEED LIMIT

ENTRANCE SIGHT DISTANCE PROFILE
PROPOSED RIGHT-IN/RIGHT-OUT



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: Mansell Crossing

Contact Name: Kathryn M. Zickert

Telephone: 404-815-3704

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.

NONE AT THIS TIME

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.

SEE ATTACHED LIST

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: 05/15/2019

Print Form

THE HAY FAMILY TRUST
78140 CALLE TEMPICO NO. 201
LA QUINTA CA 92253-2327

ARC CAFEUSA001 LLC
C/O SOUTHERN RESTAURANT HOSPITALITY
6230 SHILOH RD STE 215
ALPHARETTA GA 30005

RISING SUN PROPERTIES INC
P O BOX 361213
BIRMINGHAM AL 35236

CHANGEX INVESTMENTS INC
1801 BALLYBUNION DR
DULUTH GA 30097

COLE BN ALPHARETTA GA LLC
C/O NATIONAL TAX RESOURCE GRP
14800 QUORUM DR STE 510
DALLAS TX 75254

MANSELL III LLC
40 SKOKIE BLVD SUITE 601
NORTHBROOK IL 60062

MANSELL NORTH POINT L L C
3 PIEDMONT CENTER, SUITE 707
3565 PIEDMONT RD NE
ATLANTA GA 30305-4657

CAPTEC NET LEASE REALTY INC.
450 S ORANGE AVE, SUITE 900
ORLANDO FL 32801-3339

MANSELL ROAD LP
C/O PROPERTY TAX CONSULTING, LLC
1842 INDEPENDENCE SQ SUITE C
ATLANTA GA 30338

MANSELL ROAD LP
C/O PROPERTY TAX CONSULTING, LLC
1842 INDEPENDENCE SQ SUITE C
ATLANTA GA 30338

CITY OF ROSWELL
38 HILL ST
ROSWELL GA 30075

CITY OF ALPHARETTA
2 SOUTH MAIN ST
ALPHARETTA GA 30004

CENTRO WATT OPERATING
PTNRSHIP TWO LLC
C/O RYAN LLC TAX COMPLIANCE
P.O. BOX 4900 DEPT 124
SCOTTSDALE AZ 85261-4900

TRU TWO THOUSAND FIVE RE I LLC
2825 WILCREST DR 669
ATTN: TAX RECOURSE
HOUSTON TX 77042

FAMILY INVESTMENT GROUP LLC
1345 CHARLOTTESVILLE BLVD
KNOXVILLE TN 37922-6663

CITY OF ALPHARETTA
2 SOUTH MAIN ST
ALPHARETTA GA 30004

W.B. WIGGINS, JR.
2964 PEACHTREE RD NW, SUITE 530
ATLANTA GA 30305-4928

SMGA LLC
635 WEST 7TH STREET, SUITE 310
CINCINNATI OH 45203

GREATER ATLANTA HOTEL LLC
116B TOMMY STALNAKER DR
WARNER ROBINS GA 31088

PTNRSHIP TWO LLC
ATTN: REAL ESTATE TAX DEPT.
1 FAYETTE ST SUITE 150
CONSHOHOCKEN PA 19428

THE ORIGINAL HONEY BAKED HAM COMPANY OF
GA, INC.
3875 MANSELL RD
ALPHARETTA GA 30022-1532

SHOPS AT MANSELL LLC
2022 US HIGHWAY 1
VERO BEACH FL 32960

CENTRO WATT OPERATING PARTNERSHIP TWO LLC
1 FAYETTE ST., SUITE 150
CONSHOHOCKEN, PA

2335 MANSELL RD LLC
15 WEST 6TH STREET, SUITE 2400
BANK OF AMERICA CENTER
TULSA, OK 74119

DB TRIPLE DIPPER RESTAURANT LLC
6820 LBJ FREEWAY
DALLAS, TX 75240

RESURGENS PARK OWNERS ASSOCIATION, INC.
19456 VAUGHN RD
KENNESAW, GA 30144

TRU TWO THOUSAND FIVE RE I LLC
ATTN: TAX RECOURSE
2825 WILCREST DRIVE, 669
HOUSTON, TX 77042

CENTRO WATT OPERATING PARTNERSHIP TWO, LLC
P.O. BOX 4900, DEPT. 124
SCOTTSDALE, AZ 85261-4900

Promenade, Suite 3100
1230 Peachtree Street, N.E.
Atlanta, Georgia 30309-3592
Main: 404 815-3500
www.sgrlaw.com

SMITH, GAMBRELL & RUSSELL, LLP
Attorneys at Law

J. Alexander Brock
Direct Tel: 404-815-3603
Direct Fax: 404-685-6903
jabrock@sgrlaw.com

May 15, 2019

Re: 7660 North Point Parkway, Atlanta, Georgia
Master Plan Amendment and Variance Application

Dear Neighbors:

You are receiving this notification because you are an owner of property located within 500 feet of the above-referenced property. Brixmor Operating Partnership 2, LLC, has submitted an Application to the City of Alpharetta requesting the following:

1. An amendment to Master Plan to allow retail other than entertainment retail uses; and
2. Concurrent variances from three requirements of the LCI:
 - a. A variance to reduce required open space to reduce the amount of civic and amenity space [UDO § 2.10.10];
 - b. A variance to reduce some streetscape requirements for the new Type D street in the plan [UDO § 2.10.3]; and
 - c. A variance to allow the parking area to exceed building footprint space [UDO § 2.10.6].

I write to inform you of the pending Application and of the Planning Commission meeting on Thursday, June 6, 2019, at 6:30 p.m., and the City Council Meeting on Monday, June 17, 2019, at 6:30 p.m. Both meeting will be held in the Alpharetta City Hall Council Chambers, 2 Park Plaza, Alpharetta, Georgia.

Should you have any questions regarding this application, please feel free to contact me.

Sincerely,



J. Alexander Brock
Attorney at Law

JAB/vmo



Atlanta | Austin | Jacksonville | London | Los Angeles | Miami | Munich | New York | Southampton | Washington, D.C.

4/1/19

MP-19-02/V-19-06
BRIXMOR/NORTH POINT

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: Brixmor Operating Partnership 2, LLC, c/o Kathryn M. Zickert Telephone: 404-815-3704

Address: 1230 Peachtree Street Suite: Suite 3100

City: Atlanta State: GA Zip: 30309 Fax: 404-685-7004

Mobile Tel: 404-906-2792 Email: kzickert@sgrlaw.com

Subject Property Information:

Address: 7660 North Point Parkway Current Zoning: PSC

District: 1st Section: 2nd Land Lot: 655 and 686 Parcel ID: 12 250006550236

Proposed Zoning: PSC Current Use: Theatre and Bookstore

This Application For (Check All That Apply):

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

APPLICANT REQUEST AND INTENT

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

Adding 10,300 square feet of restaurant space and 6,300 square feet of retail space.

Applicant's Request (Please itemize the proposal):

Amend Master Plan 91-10 to allow retail not related to entertainment.

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

See attached Letter of Intent.

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

It is an infill of an existing surface parking lot recognized as appropriate by the North Point LCI. It is surrounded by like uses.

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

No impact.

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

As limited to entertainment uses, redevelopment is highly unlikely.

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

No increase in population. See attached Trip Generation Report.

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

None.

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

Completely consistent with Comprehensive Plan and LCI.

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

Yes. The 2018 LCI. See attached Letter of Intent.

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.

See attached Letter of Intent.

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.

The current property is home to a huge surface parking lot and is almost 100% impervious. As such, it is noncompliant with the goals and requirements of the LCI. These variances are required to redevelop the property which will make it considerably more eco-friendly and pedestrian oriented.

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

Yes. See answer above and Letter of Intent.

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

See answer above and Letter of Intent.

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.

No. The improved eco-friendly and pedestrian oriented measures in the plan will actually serve the public welfare and create a gateway to the North Point Corridor.

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.

See attached Letter of Intent.

4/1/19

MP-19-02/V-19-06

BRIXMOR/NORTH POINT

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Brett Milke, Brixmor Property Group Telephone: 770-442-3834

Address: 1003 Holcomb Woods Parkway Suite: _____

City Roswell State: GA Zip: 30076

Authorization:

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

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

- | | |
|---|--|
| ☐ Annexation | ☐ Special Use |
| ☐ Rezoning | ☐ Conditional Use |
| ☒ Variance | ☐ Master Plan |
| ☐ Land Use Application | ☒ Other <u>Master Plan Amendment</u> |

Identify Authorized Applicant:

Name of Authorized Applicant: Brett Milke, Brixmor Property Group Telephone: 770-442-3834

Address: 1003 Holcomb Woods Parkway Suite: _____

City Roswell State: GA Zip: 30076

So Sworn and Attested:

Owner Signature:  Date: 3/29/19

Matthew Ryan, EVP/President for Brixmor Operating Partnership 2, LLC

Notary:

Notary Signature:  Date: 3/29/19



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: Brett Milke

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: _____ Value: _____

Description of Contribution: _____ Value: _____

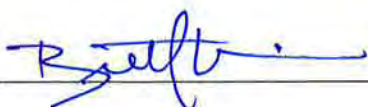
Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

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

Signature: 

Date: 3/29/2019

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).

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Name of Applicant or Opponent: Kathryn M. Zickert

Subject Public Hearing Case: _____

Campaign Contribution Information:

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

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

Name of Official: N/A Position: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

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

Signature: Kathryn M. Zickert

Date: 4/1/2019

*by Vicki Olczewski
w/express permission*

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: Dennis J. Webb, Jr.

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: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

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

Signature: 

Date: 4/1/19

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: J. Alexander Brock

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: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

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

Signature: _____



Date: _____

4-1-19

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN AND BEING IN LAND LOTS 655, 656, 685, & 686 OF THE 1ST DISTRICT, 2ND SECTION, CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8-INCH REBAR FOUND AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY OF MANSELL ROAD (HAVING A VARIABLE WIDTH, PUBLICLY DEDICATED RIGHT OF WAY) AND THE EASTERLY RIGHT OF WAY OF NORTH POINT PARKWAY (HAVING A VARIABLE WIDTH, PUBLICLY DEDICATED RIGHT OF WAY), THENCE LEAVING SAID RIGHT OF WAY OF MANSELL ROAD AND CONTINUING ALONG SAID RIGHT OF WAY OF NORTH POINT PARKWAY THE FOLLOWING COURSES AND DISTANCES: ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 805.07 FEET, WITH AN ARC DISTANCE OF 209.18 FEET, WITH A CHORD BEARING OF NORTH 17 DEGREES 16 MINUTES 39 SECONDS EAST AND A CHORD LENGTH OF 208.59 FEET TO A P.K. NAIL FOUND; ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 796.41 FEET, WITH AN ARC DISTANCE OF 46.78 FEET, WITH A CHORD BEARING OF NORTH 26 DEGREES 22 MINUTES 36 SECONDS EAST AND A CHORD LENGTH OF 46.77 FEET TO A POINT; NORTH 28 DEGREES 03 MINUTES 02 SECONDS EAST A DISTANCE OF 189.83 FEET TO A 5/8-INCH REBAR FOUND, SAID REBAR BEING THE TRUE POINT OF BEGINNING.

THENCE CONTINUING ALONG SAID RIGHT OF WAY OF NORTH POINT PARKWAY THE FOLLOWING COURSES AND DISTANCES: NORTH 28 DEGREES 03 MINUTES 10 SECONDS EAST A DISTANCE OF 211.73 FEET TO A 5/8-INCH REBAR FOUND; ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 3088.54 FEET, WITH AN ARC DISTANCE OF 470.51 FEET, WITH A CHORD BEARING OF NORTH 32 DEGREES 24 MINUTES 52 SECONDS EAST AND A CHORD LENGTH OF 470.06 FEET TO A 5/8-INCH CAPPED REBAR SET; THENCE LEAVING SAID RIGHT OF WAY OF NORTH POINT PARKWAY SOUTH 61 DEGREES 35 MINUTES 25 SECONDS EAST A DISTANCE OF 820.72 FEET TO A 5/8-INCH REBAR FOUND; THENCE SOUTH 10 DEGREES 21 MINUTES 57 SECONDS WEST A DISTANCE OF 55.19 FEET TO A 5/8-INCH REBAR FOUND; THENCE SOUTH 59 DEGREES 22 MINUTES 20 SECONDS WEST A DISTANCE OF 153.45 FEET TO A 1/2-INCH REBAR FOUND; THENCE SOUTH 49 DEGREES 39 MINUTES 11 SECONDS WEST A DISTANCE OF 205.30 FEET TO A 5/8-INCH REBAR FOUND; THENCE SOUTH 28 DEGREES 56 MINUTES 35 SECONDS WEST A DISTANCE OF 523.08 FEET TO A 5/8-INCH CAPPED REBAR SET ON SAID RIGHT OF WAY OF MANSELL ROAD; THENCE CONTINUING ALONG SAID RIGHT OF WAY OF MANSELL ROAD NORTH 86 DEGREES 43 MINUTES 12 SECONDS WEST A DISTANCE OF 276.73 FEET TO A MAG NAIL SET; THENCE LEAVING SAID RIGHT OF WAY OF MANSELL ROAD NORTH 49 DEGREES 55 MINUTES 15 SECONDS EAST A DISTANCE OF 75.68 FEET TO A 5/8-INCH REBAR FOUND; THENCE NORTH 03 DEGREES 22 MINUTES 07 SECONDS EAST A DISTANCE OF 5.53 FEET TO A 5/8-INCH REBAR FOUND; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 524.00 FEET, WITH AN ARC DISTANCE OF 138.64 FEET, WITH A CHORD BEARING OF NORTH 11 DEGREES 09 MINUTES 05 SECONDS EAST AND A CHORD LENGTH OF 138.24 FEET TO A P.K. NAIL FOUND; THENCE NORTH 61 DEGREES 03 MINUTES 53 SECONDS WEST A DISTANCE OF 208.56 FEET TO AN X-CUT FOUND; THENCE NORTH 28 DEGREES 50 MINUTES 42 SECONDS EAST A DISTANCE OF 148.80 FEET TO A MAG NAIL SET; THENCE NORTH 61 DEGREES 03 MINUTES 17 SECONDS WEST A DISTANCE OF 193.10 FEET TO AN X-CUT FOUND; THENCE SOUTH 73 DEGREES 19 MINUTES 05 SECONDS WEST A DISTANCE OF 34.89 FEET TO A 5/8-INCH REBAR FOUND; THENCE NORTH 61 DEGREES 14 MINUTES 24 SECONDS WEST A DISTANCE OF 19.84 FEET TO A 5/8-INCH REBAR FOUND ON SAID RIGHT OF WAY OF NORTH POINT PARKWAY, SAID REBAR BEING THE TRUE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 13.870 ACRES (604,191 SQUARE FEET).

Full survey attached for additional clarity.

FIDELITY NATIONAL TITLE INSURANCE COMPANY
COMMITMENT NO. GA251810148R/53038-GA
COMMITMENT DATE: DECEMBER 24, 2018 AT 08:00 AM

SCHEDULE B, PART II

10. EASEMENTS CONTAINED IN THAT CERTAIN RIGHT OF WAY DEED FROM MRS. LUCILLE COBB TO STATE HIGHWAY DEPARTMENT OF GEORGIA, DATED OCTOBER 5, 1967, RECORDED OCTOBER 6, 1967, IN BOOK 4801, PAGE 418, AFORESAID RECORDS; AS MODIFIED BY QUILTCLAM DEED FROM THE DEPARTMENT OF TRANSPORTATION, AS AGENCY OF THE STATE OF GEORGIA, TO MANSELL CROSSING ASSOCIATES, A GEORGIA JOINT VENTURE GENERAL PARTNERSHIP, DATED SEPTEMBER 25, 1992, RECORDED SEPTEMBER 25, 1992, IN DEED BOOK 15774, PAGE 47, AFORESAID RECORDS. (AFFECTS "B" PARCELS)

SAID DOCUMENTS REFER TO A DRAINAGE EASEMENT. SAID EASEMENT DOES NOT AFFECT OR BENEFIT THE SUBJECT PROPERTY.

11. EASEMENTS CONTAINED IN THAT CERTAIN RIGHT OF WAY DEED FROM L.M. THOMAS, JR. TO STATE HIGHWAY DEPARTMENT OF GEORGIA, DATED OCTOBER 31, 1967, RECORDED NOVEMBER 1, 1967, IN BOOK 4813, PAGE 183, AFORESAID RECORDS; AS MODIFIED BY QUILTCLAM DEED FROM THE DEPARTMENT OF TRANSPORTATION, AS AGENCY OF THE STATE OF GEORGIA, TO MANSELL CROSSING ASSOCIATES, A GEORGIA JOINT VENTURE GENERAL PARTNERSHIP, DATED SEPTEMBER 25, 1992, RECORDED SEPTEMBER 25, 1992, IN DEED BOOK 15774, PAGE 47, AFORESAID RECORDS. (AFFECTS PARCEL 9-3).

SAID DOCUMENTS REFER TO A DRAINAGE EASEMENT. SAID EASEMENT DOES NOT AFFECT OR BENEFIT THE SUBJECT PROPERTY.

12. SLOPE EASEMENT AS CONTAINED IN THAT CERTAIN CONSTRUCTION EASEMENT FROM GENERAL ELECTRIC REAL ESTATE EQUITIES, INC. TO THE DEPARTMENT OF TRANSPORTATION, DATED JANUARY 18, 1990, RECORDED JANUARY 26, 1990, IN BOOK 13152, PAGE 276, AFORESAID RECORDS.

SAID DOCUMENT DESCRIBES EASEMENTS FOR SLOPES. SAID EASEMENTS DO NOT AFFECT OR BENEFIT THE SUBJECT PROPERTY.

13. EASEMENTS CONTAINED IN THAT CERTAIN RIGHT OF WAY DEED FROM GENERAL ELECTRIC REAL ESTATE EQUITIES, INC., A DELAWARE CORPORATION AND 400 ASSOCIATES LTD. A GEORGIA LIMITED PARTNERSHIP TO THE DEPARTMENT OF TRANSPORTATION, DATED JANUARY 18, 1990, IN BOOK 13204 PAGE 169, AFORESAID RECORD. (AFFECTS PARCEL 280)

SAID DOCUMENT DESCRIBES A CONVEYANCE OF PROPERTY FOR THE RIGHT OF WAY OF MANSELL ROAD. ALSO INCLUDES EASEMENTS FOR SLOPES. SAID CONVEYANCE DOES NOT AFFECT THE SUBJECT EASEMENT. SAID EASEMENT NO LONGER AFFECT DUE TO THE COMPLETION OF CONSTRUCTION.

14. EASEMENT FROM GENERAL ELECTRIC REAL ESTATE EQUITIES, INC. TO GEORGIA POWER COMPANY, DATED OCTOBER 29, 1990, RECORDED IN BOOK 14045, PAGE 172, AFORESAID RECORDS. (AFFECTS PARCEL 8-1)

SAID DOCUMENT DESCRIBES AN EASEMENT FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF ELECTRIC AND COMMUNICATION LINES. SAID EASEMENT DOES NOT AFFECT OR BENEFIT THE SUBJECT PROPERTY.

15. DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR MANSELL CROSSING, EXECUTED ON BEHALF OF MANSELL CROSSING ASSOCIATES, A GEORGIA GENERAL PARTNERSHIP OPERATING AS JOINT VENTURE, HAVING NEW MARKET HOLDINGS, INC., A GEORGIA CORPORATION, AND GENERAL ELECTRIC REAL ESTATE EQUITIES, INC., A DELAWARE CORPORATION, AS ITS ONLY PARTNERS, DATED JUNE 30, 1992, RECORDED JULY 2, 1992, IN BOOK 15425, PAGE 32, AFORESAID RECORDS; AS AMENDED BY AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR MANSELL CROSSING, DATED MARCH 31, 1993, RECORDED APRIL 1, 1993, IN BOOK 16438, PAGE 1, AFORESAID RECORDS; AS AMENDED BY FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR MANSELL CROSSING, DATED JULY 12, 1994, RECORDED DECEMBER 28, 1994, IN BOOK 19106, PAGE 147, AFORESAID RECORDS; AS FURTHER AFFECTED BY ASSIGNMENT OF RIGHTS AS DECLARANT BY AND BETWEEN MANSELL CROSSING ASSOCIATES, A GEORGIA JOINT VENTURE AND SECURED PROPERTIES INVESTORS XII, L.P., A GEORGIA LIMITED PARTNERSHIP, DATED DECEMBER 28, 1994, RECORDED DECEMBER 28, 1994, IN BOOK 19106, PAGE 182, AFORESAID RECORDS; AS FURTHER AFFECTED BY ASSIGNMENT OF RIGHTS AS DECLARANT BY AND BETWEEN MANSELL CROSSING ASSOCIATES, A GEORGIA JOINT VENTURE AND SECURED PROPERTIES INVESTORS XII, L.P., A GEORGIA LIMITED PARTNERSHIP AND CENTRO WATT OPERATING PARTNERSHIP 2, LLC, A DELAWARE LIMITED LIABILITY COMPANY, DATED DECEMBER 29, 2004, RECORDED JANUARY 3, 2005, IN BOOK 39948, PAGE 543, AFORESAID RECORDS. (AFFECTS ALL PARCELS) SAID DECLARATION CONTAINS, WITHOUT LIMITATION, EASEMENTS OVER LAND. SAID DOCUMENTS DESCRIBE RESTRICTIONS ON USE AND DEVELOPMENT OF PROPERTY. ALSO INCLUDES EASEMENTS FOR ACCESS AND PARKING, UTILITIES, DRAINAGE, UNDERGROUND SUPPORTS, CANOPIES, SIGNS, ENCROACHMENTS, AND SIDEWALKS. SAID RESTRICTIONS AND EASEMENTS DO AFFECT AND BENEFIT THE SUBJECT PROPERTY AND ARE BLANKET IN NATURE; UNABLE TO PLOT.

ZONING

PER ITEMS 6(A) AND 6(B) OF THE 2016 ALTA/NSPS LAND TITLE SURVEY MINIMUM STANDARD DETAIL REQUIREMENTS, SETBACKS AND OTHER ZONING RESTRICTIONS/REQUIREMENTS CANNOT BE LISTED UNLESS A ZONING REPORT OR LETTER STATING SAID RESTRICTIONS/REQUIREMENTS IS PROVIDED.

PARKING

PROVIDED:
949 TOTAL SPACES, 20 OF WHICH ARE HANDICAP

SURVEYOR'S CERTIFICATION

TO: CENTRO WATT OPERATING PARTNERSHIP 2, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND FIDELITY NATIONAL TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1-5, 7(A)(B)(C), 8, 9, 11-14, 16-19, AND 21 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON FEBRUARY 10, 2019.

TITLE EXCEPTIONS

16. RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN MANSELL CROSSING ASSOCIATES, A GEORGIA GENERAL PARTNERSHIP OPERATING AS A JOINT VENTURE, HAVING NEW MARKET HOLDINGS, INC., A GEORGIA CORPORATION, AND GENERAL ELECTRIC REAL ESTATE EQUITIES, INC., A DELAWARE CORPORATION, AS ITS ONLY PARTNERS AND GENERAL ELECTRIC REAL ESTATE EQUITIES, INC., A DELAWARE CORPORATION, DATED JUNE 30, 1992, RECORDED JULY 2, 1992, IN BOOK 15425, PAGE 10, AFORESAID RECORDS; AS AMENDED BY FIRST AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT, DATED MARCH 31, 1993, RECORDED APRIL 1, 1993, IN BOOK 16438, PAGE 90, AFORESAID RECORDS; AS SUPPLEMENTED BY THAT CERTAIN EASEMENT AGREEMENT BY AND BETWEEN GENERAL ELECTRIC REAL ESTATE EQUITIES, INC., A DELAWARE CORPORATION, TRU PROPERTIES, INC., A DELAWARE CORPORATION AND SECURED PROPERTIES INVESTORS XII, L.P., A GEORGIA LIMITED PARTNERSHIP, DATED MAY 23, 1997, RECORDED MAY 23, 1997, IN BOOK 22649, PAGE 238, AFORESAID RECORDS. (AFFECTS "B" PARCELS ONLY)

SAID DOCUMENTS DESCRIBE EASEMENTS FOR ACCESS, UTILITIES, AND DRAINAGE. SAID EASEMENTS DO NOT AFFECT OR BENEFIT THE SUBJECT PROPERTY.

17. GRANT OF EASEMENT FROM MANSELL CROSSING ASSOCIATES, A GEORGIA JOINT VENTURE GENERAL PARTNERSHIP TO THE STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION, DATED SEPTEMBER 25, 1992, RECORDED NOVEMBER 18, 1992, IN BOOK 16012, PAGE 280, AFORESAID RECORDS; AS MODIFIED BY QUILTCLAM DEED FROM THE DEPARTMENT OF TRANSPORTATION, AS AGENCY OF THE STATE OF GEORGIA, TO MANSELL CROSSING ASSOCIATES, A GEORGIA JOINT VENTURE GENERAL PARTNERSHIP, DATED SEPTEMBER 25, 1992, RECORDED SEPTEMBER 25, 1992, IN BOOK 15774, PAGE 47, AFORESAID RECORDS.

SAID DOCUMENTS DESCRIBE AN EASEMENT FOR SURFACE WATER

SEWER LINE. SAID EASEMENT DOES NOT AFFECT OR BENEFIT THE SUBJECT PROPERTY.

18. TERMS AND CONDITIONS OF SUPPLEMENTAL AGREEMENT AS EVIDENCED BY THAT CERTAIN MEMORANDUM OF SUPPLEMENTAL AGREEMENT BY AND BETWEEN MANSELL CROSSING ASSOCIATES, A GEORGIA GENERAL PARTNERSHIP OPERATING AS A JOINT VENTURE, HAVING NEW MARKET HOLDINGS, INC., A GEORGIA CORPORATION, AND GENERAL ELECTRIC REAL ESTATE EQUITIES, INC., A DELAWARE CORPORATION AS ITS ONLY PARTNERS AND H. J. WILSON CO., INC., A LOUISIANA CORPORATION, DATED MARCH 31, 1993, RECORDED APRIL 1, 1993, IN BOOK 16438, PAGE 104, AFORESAID RECORDS.

SAID DOCUMENT DESCRIBES AN AGREEMENT CONCERNING THE PURCHASE OF PROPERTY. SAID AGREEMENT DOES NOT AFFECT OR BENEFIT THE SUBJECT PROPERTY.

19. TERMS AND CONDITIONS OF DEVELOPMENT AGREEMENT AS EVIDENCED BY THAT CERTAIN MEMORANDUM OF DEVELOPMENT AGREEMENT BY AND BETWEEN MANSELL CROSSING ASSOCIATES, A GEORGIA GENERAL PARTNERSHIP OPERATING AS A JOINT VENTURE, HAVING NEW MARKET HOLDINGS, INC., A GEORGIA CORPORATION, AND GENERAL ELECTRIC REAL ESTATE EQUITIES, INC., A DELAWARE CORPORATION AS ITS ONLY PARTNERS AND H.J. WILSON CO., INC., A LOUISIANA CORPORATION, DATED MARCH 31, 1993, RECORDED APRIL 1, 1993, IN BOOK 16438, PAGE 117, AFORESAID RECORDS.

SAID DOCUMENT DESCRIBES AN AGREEMENT CONCERNING THE DEVELOPMENT OF PROPERTY. SAID AGREEMENT DOES NOT AFFECT OR BENEFIT THE SUBJECT PROPERTY.

20. DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR PARCELS D-1, D-2, D-3 AND D-4 OF MANSELL CROSSING EXECUTED ON BEHALF OF MANSELL CROSSING ASSOCIATES, A GEORGIA GENERAL PARTNERSHIP OPERATING AS A JOINT VENTURE HAVING NEW MARKET HOLDINGS, INC., A GEORGIA CORPORATION, AND GENERAL ELECTRIC REAL ESTATE EQUITIES, INC., A DELAWARE CORPORATION AS ITS ONLY PARTNERS, DATED APRIL 1, 1993, RECORDED APRIL 30, 1993, IN BOOK 16531, PAGE 3, AFORESAID RECORDS; AS FURTHER AFFECTED BY ASSIGNMENT OF RIGHTS AS DECLARANT BY AND BETWEEN MANSELL CROSSING ASSOCIATES, A GEORGIA JOINT VENTURE AND SECURED PROPERTIES INVESTORS XII, L.P., A GEORGIA LIMITED PARTNERSHIP AND CENTRO WATT OPERATING PARTNERSHIP 2, LLC, A DELAWARE LIMITED LIABILITY COMPANY, DATED DECEMBER 29, 2004, RECORDED JANUARY 3, 2005, IN BOOK 39113, PAGE 59, AFORESAID RECORD. SAID DECLARATION CONTAINS, WITHOUT LIMITATION, EASEMENTS OVER THE LAND.

SAID DOCUMENTS DESCRIBE RESTRICTIONS ON USE AND DEVELOPMENT OF PROPERTY. ALSO INCLUDES EASEMENTS FOR ACCESS AND PARKING. SAID RESTRICTIONS AND EASEMENT DO AFFECT AND BENEFIT THE SUBJECT PROPERTY AND ARE BLANKET IN NATURE; UNABLE TO PLOT.

21. RIGHT OF WAY EASEMENT FROM MANSELL CROSSING ASSOCIATES, LP, TO SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, DATED MARCH 2, 1993, FILED APRIL 23, 1993 AND RECORDED IN DEED BOOK 18518, PAGE 114, AFORESAID RECORDS.

SAID DOCUMENT DESCRIBES AN EASEMENT FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF COMMUNICATIONS FACILITIES. SAID EASEMENT DOES NOT AFFECT OR BENEFIT THE SUBJECT PROPERTY.

22. TERMS AND CONDITIONS OF THAT CERTAIN SUPPLEMENTAL AGREEMENT AS EVIDENCED BY MEMORANDUM OF SUPPLEMENTAL AGREEMENT BETWEEN MANSELL CROSSING ASSOCIATES, A GEORGIA JOINT VENTURE OPERATING AS A GENERAL PARTNERSHIP, HAVING NEW MARKET HOLDINGS, INC., A GEORGIA CORPORATION, AND GENERAL ELECTRIC REAL ESTATE EQUITIES, INC., A DELAWARE CORPORATION AS ITS ONLY PARTNERS AND TOYS "R" US, INC., A DELAWARE CORPORATION, DATED JUNE 21, 1993, RECORDED JUNE 21, 1991, IN BOOK 16743, PAGE 25, AFORESAID RECORDS; AS AMENDED BY AMENDATORY AGREEMENT, DATED JULY 12, 1994, RECORDED AUGUST 17, 1992, IN BOOK 15649, PAGE 262, AFORESAID RECORDS.

SAID DOCUMENT DESCRIBES AN AGREEMENT CONCERNING THE PURCHASE OF PROPERTY. SAID AGREEMENT DOES NOT AFFECT OR BENEFIT THE SUBJECT PROPERTY.

23. EASEMENTS CONTAINED IN LIMITED WARRANTY DEED FROM MANSELL CROSSING ASSOCIATES, A GEORGIA JOINT VENTURE COMPOSED OF GENERAL ELECTRIC REAL ESTATE EQUITIES, INC., A DELAWARE CORPORATION, AND NEW MARKET HOLDINGS, INC., A GEORGIA CORPORATION TO THE ORIGINAL HONEY BAKED HAM CO. OF GEORGIA, INC., A GEORGIA CORPORATION, DATED JUNE 28, 1993, RECORDED JUNE 30, 1993, IN BOOK 16788, PAGE 17, AFORESAID RECORDS.

SAID DOCUMENT DESCRIBES EASEMENTS FOR DRAINAGE AND UTILITIES, LANDSCAPING, AND ACCESS. ALSO INCLUDES RESTRICTIONS ON USE AND DEVELOPMENT OF PROPERTY. SAID EASEMENT AND RESTRICTIONS DO NOT AFFECT OR BENEFIT THE SUBJECT PROPERTY.

24. EASEMENT FROM MANSELL CROSSING ASSOCIATES TO GEORGIA POWER COMPANY, DATED JANUARY 13, 1993, RECORDED IN BOOK 16782, PAGE 281, AFORESAID RECORDS.

SAID DOCUMENT DESCRIBES A 5-FOOT EASEMENT FOR ELECTRIC LINES. ALSO INCLUDES THE RIGHT OF ENTRY TO ACCESS SAID LINES AND THE RIGHT TO CLEAR ANY OBSTRUCTIONS THAT MIGHT INTERFERE WITH SAID LINES. SAID EASEMENT DOES AFFECT THE SUBJECT PROPERTY AS SHOWN, SAID RIGHTS AFFECT THE SUBJECT PROPERTY AND ARE BLANKET IN NATURE; UNABLE TO PLOT.

25. EASEMENTS CONTAINED IN LIMITED WARRANTY DEED FROM MANSELL CROSSING ASSOCIATES, A GEORGIA JOINT VENTURE COMPOSED OF GENERAL ELECTRIC REAL ESTATE EQUITIES, INC., A DELAWARE CORPORATION, AND NEW MARKET HOLDINGS, INC., A GEORGIA CORPORATION TO L. L. L. MANAGEMENT, INC., A GEORGIA CORPORATION, DATED JULY 20, 1993, RECORDED JULY 21, 1993, IN BOOK 16871, PAGE 108, AFORESAID RECORDS. (AFFECTS PARCEL D)

SAID DOCUMENT DESCRIBES EASEMENTS FOR DRAINAGE AND UTILITIES, AND ACCESS. SAID DRAINAGE AND UTILITY EASEMENT DOES BENEFIT THE SUBJECT PROPERTY AS SHOWN. SAID ACCESS EASEMENT AFFECTS THE SUBJECT PROPERTY AS SHOWN.

26. SEWER EASEMENT FROM GENERAL ELECTRIC REAL ESTATE EQUITIES, INC., A DELAWARE CORPORATION, MANSELL CROSSING ASSOCIATES, A GEORGIA GENERAL PARTNERSHIP AND MODERNAE, INC., A DELAWARE CORPORATION TO FULTON COUNTY, GEORGIA, DATED MAY 21, 1993, RECORDED OCTOBER 28, 1993, IN BOOK 17282, PAGE 90, AFORESAID RECORDS.

SAID DOCUMENT DESCRIBES A 20-FOOT EASEMENT FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF A SANITARY SEWER LINE. SAID EASEMENT DOES AFFECT THE SUBJECT PROPERTY AS SHOWN.

27. OBLIGATIONS SET FORTH IN THE RESERVATIONS CONTAINED IN LIMITED WARRANTY DEED FROM MANSELL CROSSING ASSOCIATES, A GEORGIA JOINT VENTURE COMPOSED OF GENERAL ELECTRIC REAL ESTATE EQUITIES, INC., A DELAWARE CORPORATION, AND NEW MARKET HOLDINGS, INC., A GEORGIA CORPORATION, AND NEW INTERNATIONAL, INC., A NEVADA CORPORATION, DATED JUNE 10, 1994, RECORDED JUNE 14, 1994, IN BOOK 18378, PAGE 183, AFORESAID RECORDS.

SAID DOCUMENT DESCRIBES EASEMENTS FOR DRAINAGE AND UTILITIES AND ACCESS. ALSO INCLUDES RESTRICTIONS ON USE AND DEVELOPMENT OF PROPERTY. SAID EASEMENTS AND RESTRICTIONS DO NOT AFFECT OR BENEFIT THE SUBJECT PROPERTY.

28. WETLANDS CONSERVATION EASEMENT EXECUTED BY GENERAL ELECTRIC REAL ESTATE EQUITIES, INC., DATED OCTOBER 31, 1994, RECORDED NOVEMBER 2, 1994, IN BOOK 18915, PAGE 21, AFORESAID RECORDS. (AFFECTS APPURTENANT EASEMENT RECORDED IN DEED BOOK 19106, PAGE 190, AFORESAID RECORDS, ONLY.)

SAID DOCUMENT DESCRIBES AN EASEMENT FOR WETLANDS CONSERVATION. SAID EASEMENT DOES NOT AFFECT OR BENEFIT THE SUBJECT PROPERTY.

29. EASEMENT AGREEMENT BY AND BETWEEN PRIME HOSPITALITY, CORP. AND GENERAL ELECTRIC REAL ESTATE EQUITIES, INC., DATED OCTOBER 26, 1994, RECORDED IN BOOK 18915, PAGE 31, AFORESAID RECORDS. (AFFECTS APPURTENANT EASEMENT RECORDED IN DEED BOOK 19106, PAGE 190, AFORESAID RECORDS, ONLY.)

SAID DOCUMENT DESCRIBES EASEMENTS FOR A DRIVEWAY, A SIGN, AND PARKING. SAID EASEMENTS DO NOT AFFECT OR BENEFIT THE SUBJECT PROPERTY.

SURVEY NOTES

- 1) PROPERTY SHOWN HEREON WAS SURVEYED FEBRUARY 10, 2019.
- 2) THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1" IN 31,951" WITH AN ANGULAR ERROR OF 02 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.
- 3) A SOKKIA IX TOTAL STATION, TOPCON HIPER SR GPS RECEIVER, AND CARLSON SURVEYOR+ DATA COLLECTOR WERE USED FOR FIELD SURVEY MEASUREMENTS.
- 4) THIS PLAT HAS A MAP CLOSURE OF 1" IN 296,428".
- 5) SAID ZONED PROPERTY IS LOCATED WITHIN AN AREA HAVING A DESIGNATION OF FLOOD INSURANCE RATE MAP NO. 13121C0066F, WITH A DATE OF IDENTIFICATION OF 09/18/2013, FOR COMMUNITY NUMBER 130084, IN FULTON COUNTY, STATE OF GEORGIA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- 6) CONTROL AND BEARING BASIS FOR THIS SURVEY WERE ESTABLISHED USING A TOPCON HIPER SR GPS RECEIVER UTILIZING NETWORK RTK CORRECTIONS PROVIDED BY THE REAL TIME NETWORK OPERATED BY EARL DUDLEY. THE RELATIVE POSITIONAL ACCURACY, AS CALCULATED ACCORDING TO THE FEDERAL GEOGRAPHIC DATA COMMITTEE PART 3: NATIONAL STANDARD FOR SPATIAL DATA ACCURACY, IS .04 FEET HORIZONTAL AND .06 FEET VERTICAL AT THE 95% CONFIDENCE LEVEL.
- 7) UTILITIES SHOWN PER MARKINGS PLACED BY UTILITY-MARKING OTHER THAN THOSE SHOWN HEREON MAY EXIST. LOWERY & ASSOCIATES MAKES NO GUARANTEE AS TO THE EXISTENCE OR NON-EXISTENCE OF SAID UTILITIES.
- 8) NO OBSERVED EVIDENCE OF CEMETERIES, GRAVESTES, AND/OR BURIAL GROUNDS AT TIME OF SURVEY.
- 9) PROPERTY SHOWN HEREON LIES WITHIN THE RECORD DESCRIPTION AS STATED IN GENERAL WARRANTY DEED RECORDED IN DEED BOOK 39100, PAGE 32, FULTON COUNTY RECORDS.
- 10) THIS DESCRIBES THE SAME PROPERTY AS DESCRIBED IN FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT AFO: GA251810148R/53038-GA, DATED JANUARY 08, 2019, AT 5:00PM.
- 11) NO ENCROACHMENTS OTHER THAN THOSE SHOWN HEREON WERE OBSERVABLE AT TIME OF SURVEY.
- 12) AT THE TIME OF THE SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.
- 13) AT THE TIME OF THE SURVEY THERE WERE NO PROPOSED CHANGES IN STREET RIGHT OF WAY LINES OR OBSERVABLE EVIDENCE OF STREET OR SIDEWALK REPAIRS.
- 14) AT THE TIME OF THE SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF THE SITE BEING USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
- 15) SUBJECT PROPERTY HAS DIRECT ACCESS TO MANSELL ROAD AND NORTH POINT PARKWAY, BOTH BEING A PUBLICLY DEDICATED RIGHT OF WAYS.
- 16) SUBJECT PROPERTY IS CONTIGUOUS TO ALL ADJACENT PROPERTIES AND RIGHTS OF WAY. NO GAPS, CORRES, OR OVERLAPS ARE KNOWN TO EXIST.

36. TERMS AND CONDITIONS OF LEASE AS EVIDENCED BY MEMORANDUM OF LEASE BY AND BETWEEN MANSELL CROSSING ASSOCIATES, A GEORGIA GENERAL PARTNERSHIP ("LANDLORD") AND OFFICEMAX, INC., AN OHIO CORPORATION ("TENANT"), DATED JUNE 30, 1992, RECORDED SEPTEMBER 22, 1992, IN BOOK 15771, PAGE 336, AFORESAID RECORDS; AS AMENDED BY FIRST AMENDMENT TO MEMORANDUM OF LEASE, DATED JULY 30, 1993, RECORDED AUGUST 11, 1993 AND RECORDED IN DEED BOOK 16972, PAGE 270, AFORESAID RECORDS; AFFECTED BY THAT CERTAIN SUBORDINATION, NON-DISTURBANCE AND ATTORNEYMENT AGREEMENT BETWEEN OFFICEMAX, INC., AN OHIO CORPORATION ("TENANT"), SECURED PROPERTIES INVESTORS, XII, L.P., A GEORGIA LIMITED PARTNERSHIP ("LANDLORD") AND GENERAL ELECTRIC CAPITAL CORPORATION, A NEW YORK CORPORATION ("LENDER"), DATED DECEMBER 28, 1994, RECORDED DECEMBER 28, 1994, IN BOOK 19106, PAGE 317, AFORESAID RECORDS.

SAID DOCUMENT DESCRIBES A LEASE AGREEMENT FOR A RETAIL STORE. SAID AGREEMENT DOES NOT AFFECT OR BENEFIT THE SUBJECT PROPERTY AS SHOWN.

37. TERMS AND CONDITIONS OF LEASE AS EVIDENCED BY MEMORANDUM OF LEASE BY AND BETWEEN MANSELL CROSSING ASSOCIATES, A GEORGIA GENERAL PARTNERSHIP OPERATING AS A JOINT VENTURE, HAVING NEW MARKET HOLDINGS, INC., A GEORGIA CORPORATION AND GENERAL ELECTRIC REAL ESTATE EQUITIES, INC., A DELAWARE CORPORATION AS ITS ONLY PARTNERS ("LANDLORD") AND AMCENA PROPERTIES, INC., A CALIFORNIA CORPORATION, AND UPTONS, INC., A DELAWARE CORPORATION ("TENANT"), DATED SEPTEMBER 22, 1992, RECORDED OCTOBER 6, 1992, IN BOOK 15816, PAGE 7, AFORESAID RECORDS; AS AMENDED BY FIRST AMENDMENT TO MEMORANDUM OF LEASE, DATED JULY 30, 1993, RECORDED AUGUST 11, 1993, IN BOOK 16972, PAGE 259, AFORESAID RECORDS; AS AFFECTED BY FIRST AMENDMENT TO SUBORDINATION, NON-DISTURBANCE AND ATTORNEYMENT AGREEMENT BY AND BETWEEN AMERICAN RETAIL PROPERTIES, INC. AND UPTONS, INC., A DELAWARE CORPORATION ("TENANT"), MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, A MASSACHUSETTS CORPORATION ("SECURED PARTY"), DATED JULY 30, 1997, RECORDED AUGUST 6, 1997, IN BOOK 22926, PAGE 336, AFORESAID RECORDS; AND AS AFFECTED BY MEMORANDUM OF THIRD AMENDMENT TO GROUND LEASE AND OPERATING AGREEMENT BY AND BETWEEN SECURED PROPERTIES INVESTORS XII, L.P., A GEORGIA LIMITED PARTNERSHIP, THE SUCCESSOR-IN-INTEREST TO MANSELL CROSSING ASSOCIATES ("LANDLORD") AND AMERICAN RETAIL PROPERTIES, INC., A CALIFORNIA CORPORATION, FORMERLY KNOWN AS AMCENA PROPERTIES, INC. AND UPTONS, INC., A DELAWARE CORPORATION, ("TENANT"), DATED JULY 30, 1997, RECORDED AUGUST 5, 1997, IN BOOK 22920, PAGE 212, AFORESAID RECORDS; AND AS AFFECTED BY THAT ASSIGNMENT AND CONSENT BY AND BETWEEN UPTONS, INC., A DELAWARE CORPORATION AND AMERICAN RETAIL PROPERTIES, INC., A CALIFORNIA CORPORATION, FORMERLY KNOWN AS AMCENA PROPERTIES, INC., A CALIFORNIA CORPORATION, FORMERLY KNOWN AS AMCENA PROPERTIES, INC., (COLLECTIVELY "ASSIGNEE"), DATED JANUARY 3, 2005, RECORDED JANUARY 3, 2005, IN BOOK 39113, PAGE 59, AFORESAID RECORDS.

SAID DOCUMENT DESCRIBES A LEASE AGREEMENT FOR A RETAIL STORE. SAID AGREEMENT DOES NOT AFFECT OR BENEFIT THE SUBJECT PROPERTY.

38. TERMS AND CONDITIONS OF LEASE AS EVIDENCED BY MEMORANDUM OF LEASE BY AND BETWEEN MANSELL CROSSING ASSOCIATES, A GEORGIA GENERAL PARTNERSHIP ("LANDLORD") AND BOOKSTOP, INC., A DELAWARE CORPORATION, D/B/A BOOKSTAR ("TENANT"), DATED JUNE 30, 1992, RECORDED AUGUST 21, 1992, IN BOOK 15643, PAGE 246, AFORESAID RECORDS; AS AFFECTED BY NON-DISTURBANCE, ATTORNEYMENT AND SUBORDINATION AGREEMENT AMONG GENERAL ELECTRIC CAPITAL CORPORATION ("LENDER"), BARNES & NOBLE SUPERSTORES, INC., (FORMERLY KNOWN AS BOOKSTOP, INC.), A DELAWARE CORPORATION ("TENANT") AND SECURED PROPERTIES INVESTORS XII, L.P., A GEORGIA LIMITED PARTNERSHIP ("LANDLORD"), DATED JANUARY 5, 1995, RECORDED JANUARY 11, 1995, IN BOOK 19147, PAGE 178, AFORESAID RECORDS.

SAID DOCUMENT DESCRIBES A LEASE AGREEMENT FOR A RETAIL STORE. SAID AGREEMENT DOES NOT AFFECT OR BENEFIT THE SUBJECT PROPERTY.

39. TERMS AND CONDITIONS OF LEASE AS EVIDENCED BY MEMORANDUM OF LEASE BY AND BETWEEN MANSELL CROSSING ASSOCIATES, A GEORGIA JOINT VENTURE GENERAL VENTURE GENERAL PARTNERSHIP ("LANDLORD") AND EXHIBITION ENTERPRISES PARTNERSHIP, A NEW YORK GENERAL PARTNERSHIP ("TENANT"), DATED APRIL 14, 1993, RECORDED APRIL 16, 1993, IN BOOK 16493, PAGE 265, AFORESAID RECORDS; AFFECTED BY SUBORDINATION, NON-DISTURBANCE AND ATTORNEYMENT AGREEMENT BETWEEN AMERICAN MULTI-CINEMA, INC., A MISSOURI CORPORATION ("TENANT"), SECURED PROPERTIES INVESTORS XII, L.P., A GEORGIA LIMITED PARTNERSHIP ("LANDLORD") AND GENERAL ELECTRIC CAPITAL CORPORATION, A NEW YORK CORPORATION ("LENDER"), DATED DECEMBER 21, 1994, RECORDED DECEMBER 28, 1994, IN BOOK 19106, PAGE 307, AFORESAID RECORDS.

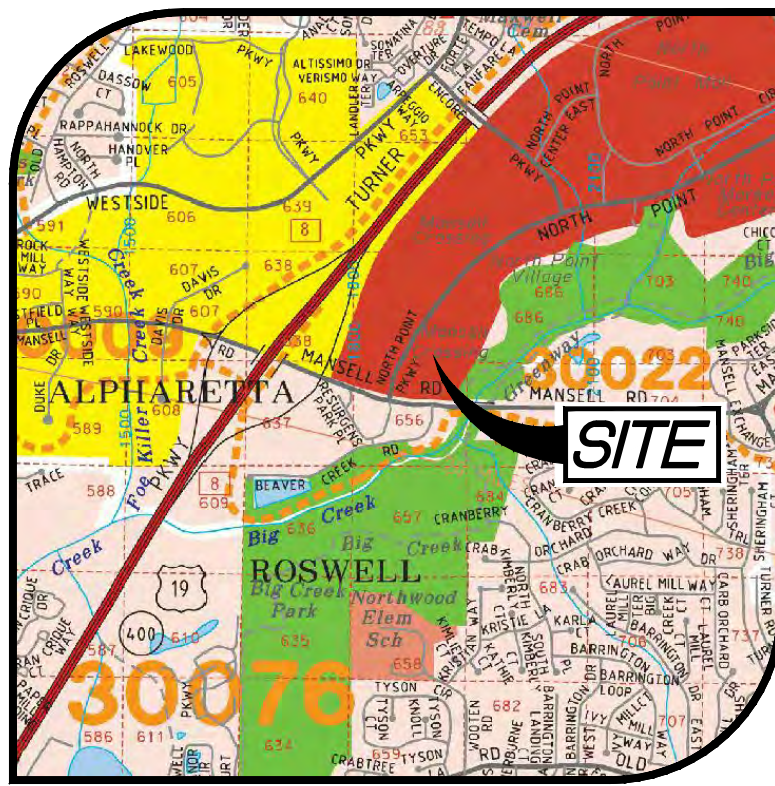
SAID DOCUMENT DESCRIBES A LEASE AGREEMENT FOR A THEATRE. SAID AGREEMENT DOES AFFECT THE SUBJECT PROPERTY AND IS BLANKET IN NATURE; UNABLE TO PLOT.

40. ASSIGNMENT OF RIGHTS OF DECLARANT BY AND BETWEEN SECURED PROPERTIES INVESTORS XII, L.P., A GEORGIA LIMITED PARTNERSHIP AND CENTRO WATT OPERATING PARTNERSHIP 2, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED JANUARY 3, 2005 IN BOOK 39113, PAGE 59, AFORESAID RECORDS.

SAID DOCUMENT DESCRIBES AN ASSIGNMENT OF RIGHTS AND INTEREST. SAID ASSIGNMENT DOES AFFECT THE SUBJECT PROPERTY AND IS BLANKET IN NATURE; UNABLE TO PLOT.

41. APPROVAL AND CONSENT TO USE AGREEMENT BY AND BETWEEN CENTRO WATT OPERATING PARTNERSHIP 2, LLC AND NOM ALPHARETTA, LLC, RECORDED MAY 9, 2005 IN BOOK 39948, PAGE 543, AFORESAID RECORDS.

SAID DOCUMENT DESCRIBES A CONSENT AGREEMENT. SAID AGREEMENT DOES NOT AFFECT OR BENEFIT THE SUBJECT PROPERTY.



VICINITY MAP

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN AND BEING IN LAND LOTS 655, 656, 685, & 686 OF THE 1ST DISTRICT, 2ND SECTION, CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8-INCH REBAR FOUND AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY OF MANSELL ROAD (HAVING A VARIABLE WIDTH, PUBLICLY DEDICATED RIGHT OF WAY) AND THE EASTERLY RIGHT OF WAY OF NORTH POINT PARKWAY (HAVING A VARIABLE WIDTH, PUBLICLY DEDICATED RIGHT OF WAY), THEN LEAVING SAID RIGHT OF WAY OF MANSELL ROAD AND CONTINUING ALONG SAID RIGHT OF WAY OF NORTH POINT PARKWAY THE FOLLOWING COURSES AND DISTANCES: ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 805.07 FEET, WITH AN ARC DISTANCE OF 209.18 FEET, WITH A CHORD BEARING OF NORTH 17 DEGREES 16 MINUTES 39 SECONDS EAST AND A CHORD LENGTH OF 208.59 FEET TO A P.K. NAIL FOUND; ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 796.41 FEET, WITH AN ARC DISTANCE OF 46.78 FEET, WITH A CHORD BEARING OF NORTH 26 DEGREES 22 MINUTES 36 SECONDS EAST AND A CHORD LENGTH OF 46.77 FEET TO A POINT; NORTH 28 DEGREES 03 MINUTES 02 SECONDS EAST A DISTANCE OF 189.83 FEET TO A 5/8-INCH REBAR FOUND, SAID REBAR BEING THE TRUE POINT OF BEGINNING.

THENCE CONTINUING ALONG SAID RIGHT OF WAY OF NORTH POINT PARKWAY THE FOLLOWING COURSES AND DISTANCES: NORTH 28 DEGREES 03 MINUTES 02 SECONDS EAST A DISTANCE OF 211.73 FEET TO A 5/8-INCH REBAR FOUND; ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 3088.54 FEET, WITH AN ARC DISTANCE OF 470.51 FEET, WITH A CHORD BEARING OF NORTH 32 DEGREES 24 MINUTES 52 SECONDS EAST AND A CHORD LENGTH OF 470.06 FEET TO A 5/8-INCH CAPPED REBAR SET; THENCE LEAVING SAID RIGHT OF WAY OF NORTH POINT PARKWAY SOUTH 61 DEGREES 35 MINUTES 25 SECONDS EAST A DISTANCE OF 820.72 FEET TO A 5/8-INCH REBAR FOUND; THENCE SOUTH 10 DEGREES 21 MINUTES 57 SECONDS WEST A DISTANCE OF 55.19 FEET TO A 5/8-INCH REBAR FOUND; THENCE SOUTH 59 DEGREES 22 MINUTES 20 SECONDS WEST A DISTANCE OF 153.45 FEET TO A 1/2-INCH REBAR FOUND; THENCE SOUTH 49 DEGREES 39 MINUTES 11 SECONDS WEST A DISTANCE OF 205.30 FEET TO A 5/8-INCH REBAR FOUND; THENCE SOUTH 28 DEGREES 56 MINUTES 35 SECONDS WEST A DISTANCE OF 523.08 FEET TO A 5/8-INCH CAPPED REBAR SET ON SAID RIGHT OF WAY OF MANSELL ROAD; THENCE CONTINUING ALONG SAID RIGHT OF WAY OF MANSELL ROAD NORTH 86 DEGREES 43 MINUTES 12 SECONDS WEST A DISTANCE OF 276.73 FEET TO A MAG NAIL SET; THENCE LEAVING SAID RIGHT OF WAY OF MANSELL ROAD NORTH 49 DEGREES 55 MINUTES 15 SECONDS EAST A DISTANCE OF 75.68 FEET TO A 5/8-INCH REBAR FOUND; THENCE NORTH 03 DEGREES 22 MINUTES 07 SECONDS EAST A DISTANCE OF 5.53 FEET TO A 5/8-INCH REBAR FOUND; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 524.00 FEET, WITH AN ARC DISTANCE OF 138.64 FEET, WITH A CHORD BEARING OF NORTH 11 DEGREES 09 MINUTES 05 SECONDS EAST AND A CHORD LENGTH OF 138.24 FEET TO A P.K. NAIL FOUND; THENCE NORTH 61 DEGREES 03 MINUTES 53 SECONDS WEST A DISTANCE OF 208.56 FEET TO AN X-CUT FOUND; THENCE NORTH 28 DEGREES 50 MINUTES 42 SECONDS EAST A DISTANCE OF 148.80 FEET TO A MAG NAIL SET; THENCE NORTH 61 DEGREES 03 MINUTES 17 SECONDS WEST A DISTANCE OF 193.10 FEET TO AN X-CUT FOUND; THENCE SOUTH 73 DEGREES 19 MINUTES 05 SECONDS WEST A DISTANCE OF 34.89 FEET TO A 5/8-INCH REBAR FOUND; THENCE NORTH 61 DEGREES 14 MINUTES 24 SECONDS WEST A DISTANCE OF 19.84 FEET TO A 5/8-INCH REBAR FOUND ON SAID RIGHT OF WAY OF NORTH POINT PARKWAY, SAID REBAR BEING THE TRUE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 13.870 ACRES (604,191 SQUARE FEET).

LOWERY & ASSOCIATES
LAND SURVEYING, LLC
317 GRASSDALE ROAD
CARTERSVILLE, GA 30011
770-334-8186
WWW.LOWERYLANDSURVEYS.COM
INFO@LOWERYLANDSURVEYS.COM
GEORGIA C.O.A.: LSF-00102

PREPARED FOR:
CENTRO WATT OPERATING PARTNERSHIP 2, LLC, A DELAWARE LIMITED LIABILITY COMPANY
FIDELITY NATIONAL TITLE INSURANCE COMPANY

ALTA/NSPS LAND TITLE SURVEY OF:
7660 NORTH POINT PARKWAY
FULTON COUNTY TAX PARCEL 12 250060550236
COUNTY: FULTON
STATE: GEORGIA
LAND LOTS: 655, 656, 685 & 686
DISTRICT: 1ST
SECTION: 2ND

REVISIONS

DATE: DESCRIPTION

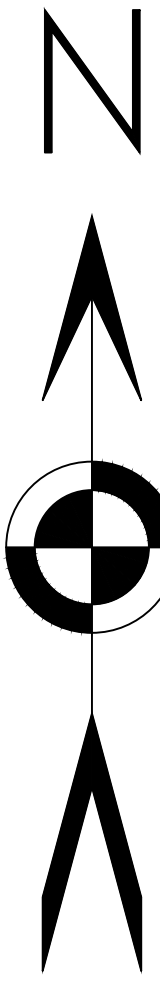
LEGEND

PROPERTY LINE
OVERHANG/AWNING
RECORD CALLS
BUILDING SETBACK LINE
BUILDING SETBACK LINE
INDEX CONTOUR
MINOR CONTOUR
SPOT ELEVATION
WATER LINE
OVERHEAD UTILITY LINE
GAS LINE
SANITARY SEWER LINE
UNDERGROUND ELECTRIC LINE
FENCE LINE
STORM DRAIN PIPE
UNDERGROUND TELEPHONE LINE

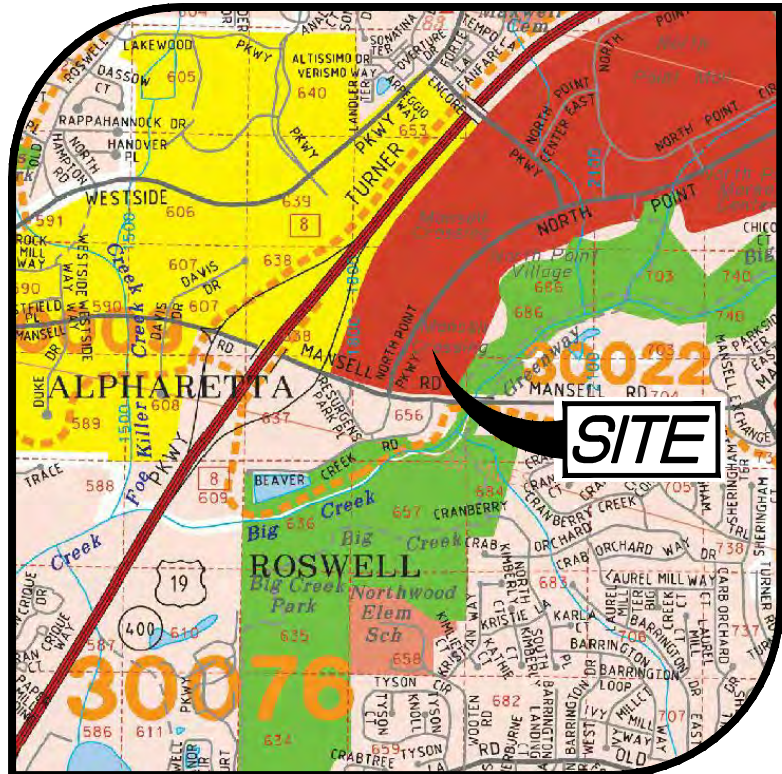
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WATER METER
FIRE HYDRANT
GAS METER
GAS VALVE
POWER METER
SANITARY SEWER MANHOLE
DROP INLET
SINGLE-WING CATCH BASIN
DOUBLE-WING CATCH BASIN
JUNCTION BOX
REBAR
CAPPED REBAR
CONCRETE R/W MONUMENT
OPEN TOP PIPE
FOUND
MONITORING WELL
LIGHT POLE
SIGNAL POLE
SIGN

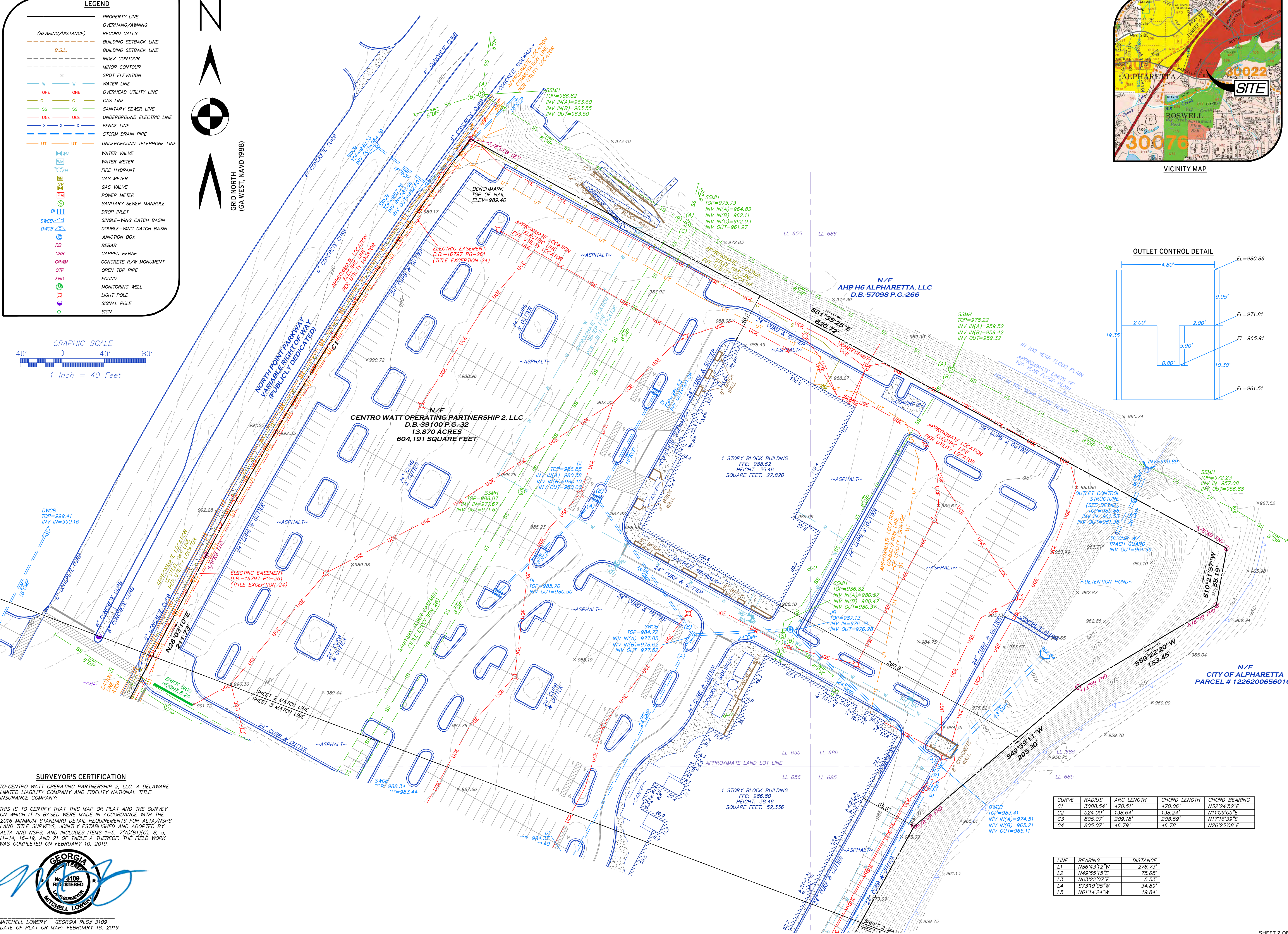
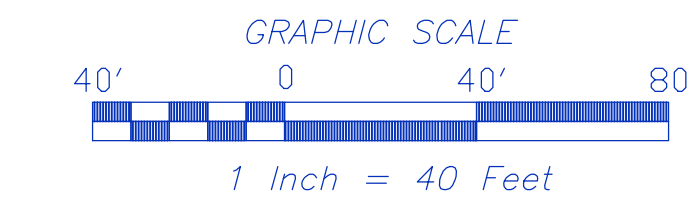
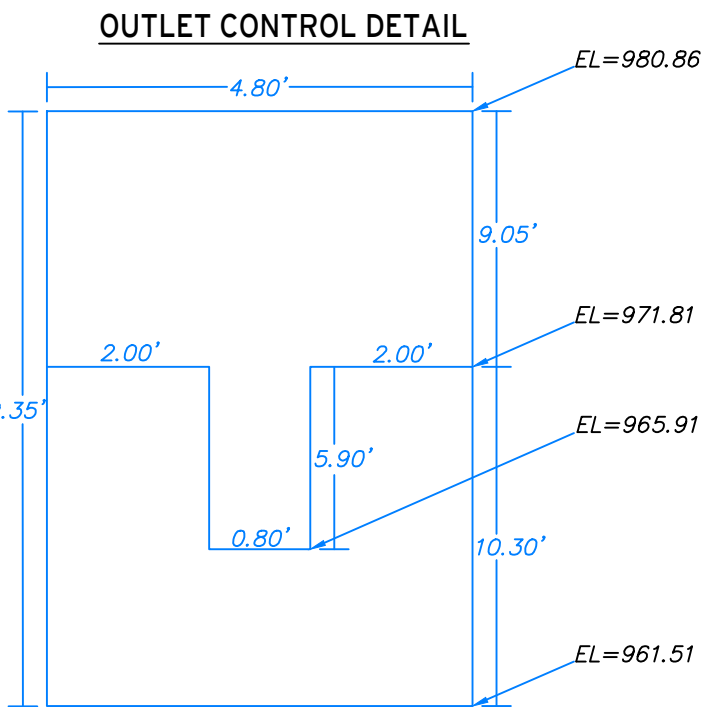
WATER VALVE
WATER METER
FIRE HYDRANT
GAS METER
GAS VALVE
POWER METER
SANITARY SEWER MANHOLE
DROP INLET
SINGLE-WING CATCH BASIN
DOUBLE-WING CATCH BASIN
JUNCTION BOX
REBAR
CAPPED REBAR
CONCRETE R/W MONUMENT
OPEN TOP PIPE
FOUND
MONITORING WELL
LIGHT POLE
SIGNAL POLE
SIGN



GRID NORTH
(GA WEST, NAVD 1988)



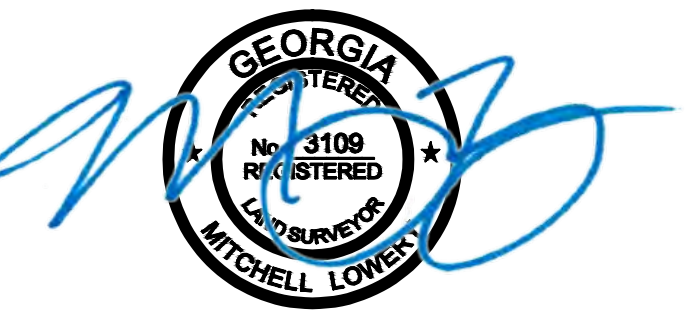
VICINITY MAP



SURVEYOR'S CERTIFICATION

TO: CENTRO WATT OPERATING PARTNERSHIP 2, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND FIDELITY NATIONAL TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1-S, 7(A)(1)(C), 8, 9, 11-14, 16-19, AND 21 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON FEBRUARY 10, 2019.



MITCHELL LOWERY GEORGIA RLS# 3109
DATE OF PLAT OR MAP: FEBRUARY 18, 2019

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	3088.54'	470.51'	470.06'	N32°24'52"E
C2	524.00'	138.24'	138.24'	N11°09'05"E
C3	805.07'	209.18'	208.59'	N17°16'39"E
C4	805.07'	46.79'	46.78'	N26°23'08"E

LINE	BEARING	DISTANCE
L1	N86°43'12"W	276.73'
L2	N49°55'15"E	75.68'
L3	N03°22'07"E	5.53'
L4	S73°19'05"W	34.89'
L5	N61°14'24"W	19.84'

LOWERY & ASSOCIATES
LAND SURVEYING, LLC
317 GRASSDALE ROAD
CARTERSVILLE, GA 30121
770-334-8186
WWW.LOWERYLANDSURVEYS.COM
INFO@LOWERYLANDSURVEYS.COM
GEORGIA C.O.A.: LSF-00102

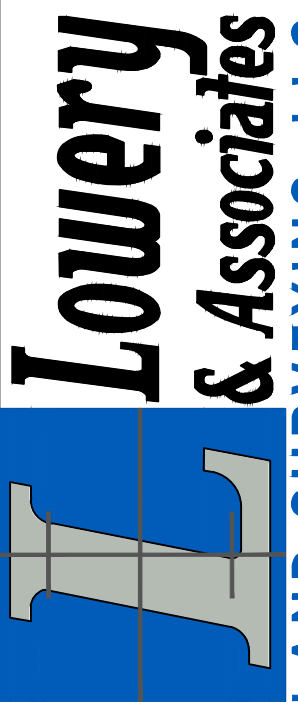
PREPARED FOR:
CENTRO WATT OPERATING PARTNERSHIP 2, LLC, A DELAWARE LIMITED LIABILITY COMPANY
FIDELITY NATIONAL TITLE INSURANCE COMPANY

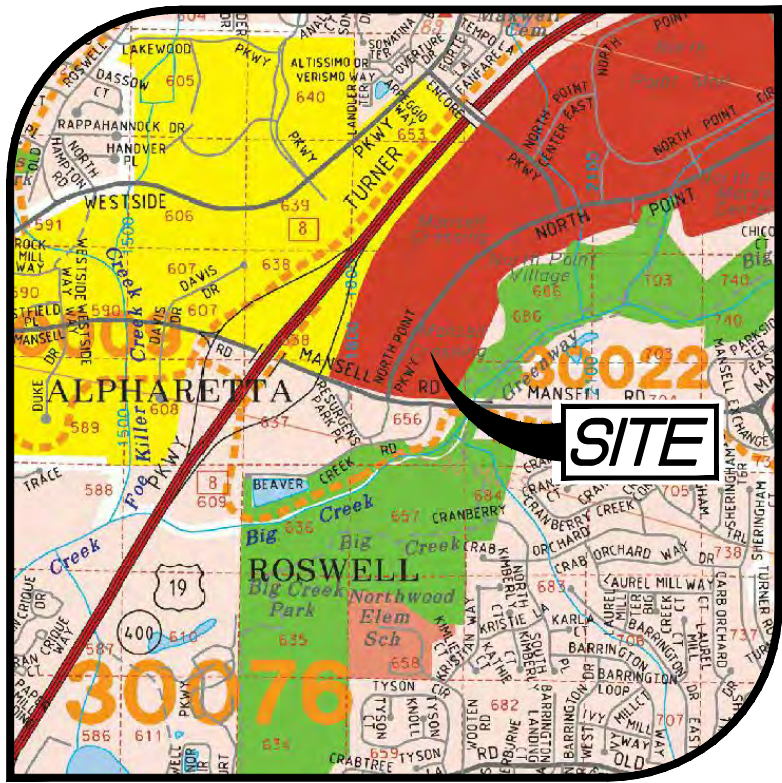
ALTA/NSPS LAND TITLE SURVEY OF:
7680 NORTH PARKWAY
FULTON COUNTY TAX PARCEL 12 230006550236
COUNTY: FULTON
STATE: GEORGIA
LAND LOTS: 655, 656, 685 & 686
DISTRICT: 1ST

REVISIONS

DATE: DESCRIPTION

DATE: FEBRUARY 18, 2019
JOB #: 192490
SCALE: 1"=40'
DRAWN BY: BART FISHER





VICINITY MAP

LOWERY & ASSOCIATES
LAND SURVEYING, LLC
317 GRASSDALE ROAD
CARTERSVILLE, GA 30121
770-334-8186
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7680 NORTH POINT PARTNERSHIP
FULTON COUNTY TAX PARCEL 12 230006550236
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Lowery & Associates
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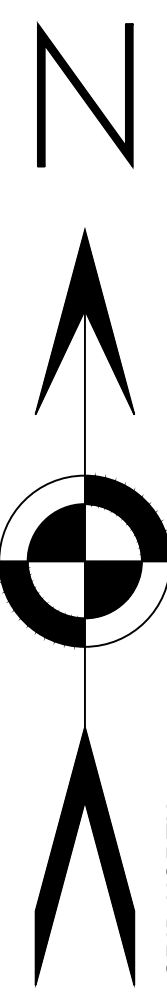
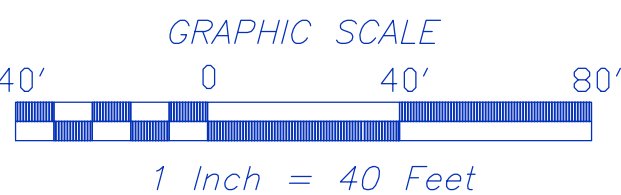
LEGEND

--- PROPERTY LINE
--- OVERHANG/AWNING
--- RECORD CALLS
--- BUILDING SETBACK LINE
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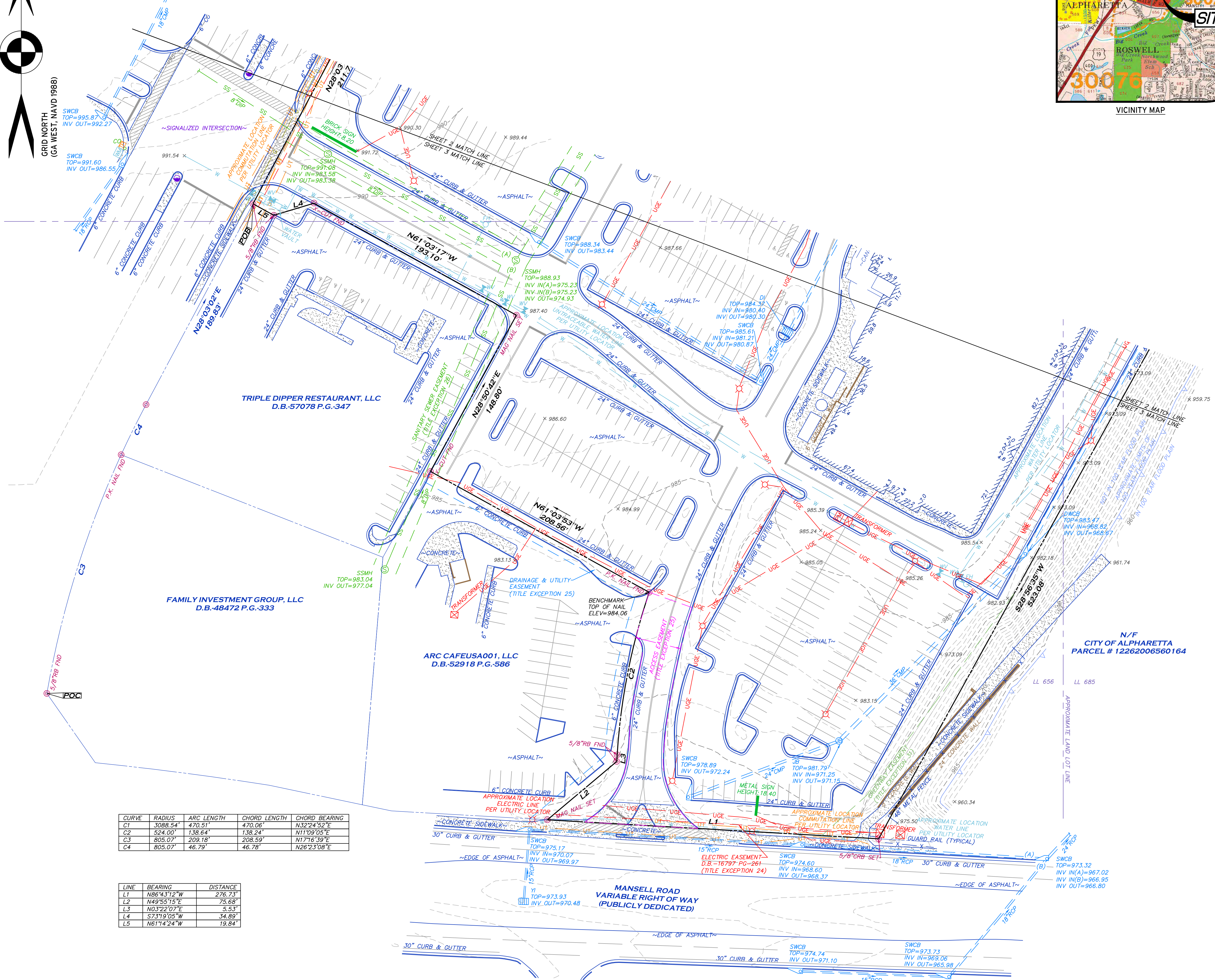
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WATER VALVE
WATER METER
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GRID NORTH
(GA WEST, NAVD 1983)



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4/1/19

MP-19-02/V-19-06
BRIXMOR/NORTH POINT

*Promenade, Suite 3100
1230 Peachtree Street, N.E.
Atlanta, Georgia 30309-3592
Main: 404 815-3500
www.sgrlaw.com*

SMITH, GAMBRELL & RUSSELL, LLP
Attorneys at Law

*Karhryn M. Zickert
Direct Tel: 404-815-3704
Direct Fax: 404-685-7004
kzickert@sgrlaw.com@sgrlaw.com*

April 1, 2019

Ms. Kathi Cook, Director
Community Development
City of Alpharetta
287 South Main Street
Alpharetta, Georgia 30004

Re: Application of Brixmor Operating Partnership 2, LLC
("Brixmor") to amend Master Plan 91-10, approved
February 17, 1992, and to secure three variances to allow
redevelopment of a portion of Mansell Crossing, Land Lots
655 and 686, 1st District, 2nd Section, Fulton County,
Georgia

Dear Ms. Cook:

Please accept this letter as the Letter of Intent for the above-referenced Application.

As you know, I represent Brixmor Operating Partnership 2, LLC, in its effort to begin redevelopment of a portion of its Mansell Crossing property in compliance with the North Point Livable Centers Initiative ("LCI"). Its proposal is to add 16,600 square feet of retail and restaurant space, and to renovate a portion of the Barnes and Nobles box already on the site. The balance of the site will remain as currently developed, including the existing movie theatre. Thus, the proposal will increase the existing square footage on site from 80,156 to 96,756 square feet. The new users will be contained in three building pulled up to North Point Parkway, and will be connected by substantial plazas and a pocket park. A Site Plan by Kimley-Horn which generally reflects these intentions is attached and is dated April 1, 2019.

The proposed change will begin to create the "vision" for a revived North Point Parkway as contemplated by the 2018 North Point Livable Centers Initiative. It will not only create buildings which actively engage the parkway; it will also connect them via an 11,400 square foot civic space at the intersection of North Point Parkway and the private road to the east, a 12,200 square foot plaza between buildings B and C, and a 7,900 square foot pocket park between Building C and a new right-in/right-out curb cut to the tract. The frontage along North



Atlanta | Austin | Jacksonville | London | Los Angeles | Miami | Munich | New York | Southampton | Washington, D.C.

Ms. Kathi Cook, Director
April 1, 2019
Page 2

Point Parkway will include the requisite 12' sidewalk and 10' planter and begin the streetscape improvements the Parkway needs. Perhaps what is most exciting about the plan, however, is that Brixmor is also willing to provide a pedestrian and bicycle trail, with required planters, to connect North Point Parkway to the Big Creek Greenway due south of the site. And the impact dollars from this redevelopment will facilitate the completion of that trail off site. Thus, the long-sought-after connection between the Alpha Loop and the Greenway is emerging.

This property is currently zoned PCP, which allows the proposed use. However, like most of the North Point corridor originally developed in the 90's the PCP zoning was approved by way of a Master Plan for "Regency Park" (MP 91-10). That Master Plan, which dealt with the entirety of Mansell Crossing on both sides of the Parkway (127.46 acres) contained 6 distinct "pods". Pod 4, in which this property is located, applied to 17.60 acres on which the current theatre and bookstore exist, as well as the adjacent restaurants and AT&T Store on Mansell Road. Pod 4 restricts density to a maximum of 10,000 sf/acre; maximum building coverage to 40%; and certain setbacks and parking requirements; with which this proposal fully complies. However, it also imposed certain use restrictions limited to the theatre, ATMs, restaurants and "entertainment retail" such as bookstores, music shops and video rental. Since the Application contemplates small shop retail space unrelated to entertainment, that condition requires modification. Additionally, because the property at issue is already developed, it is impossible for it to come into full compliance with some of the overlay requirements. Therefore, the following approvals are required:

1. An amendment to MP 91-10 to allow retail other than entertainment retail uses; and
2. Concurrent variances from three requirements of the LCI:
 - a. A variance to reduce required open space from 59,336 square feet of civic space and 29,840 square feet of amenity space to 35,000 square feet and 12,000 square feet, respectively [UDO § 2.10.10];
 - b. A variance to reduce some streetscape requirements for the new Type D street in the plan [UDO § 2.10.3]; and
 - c. A variance to allow the parking area to exceed building footprint space [UDO § 2.10.6].

In the mid-2000's, the City of Alpharetta conducted its first LCI review of the North Point Area which contemplated a mix of commercial, office and residential uses. Although some office development followed, the area remains predominantly commercial with 3.5 million square feet of commercial space and attendant extensive surface parking lots. In 2017 the City re-evaluated the southern half of the LCI area on both sides of North Point Parkway from Mansell Road to Kimball Bridge. Prime among the goals recommended for the area included infilling the large surface parking lots on the corridor, which create a "unique development opportunity". It also identified three Tier 1 priority areas for redevelopment, one of which includes this property.

Ms. Kathi Cook, Director
April 1, 2019
Page 3

The Proposed Development also aligns directly with a number of the LCI's proposed projects for this area, as follows:

- I.3 Construct a parallel road to North Point Parkway;
- G.1 Create pocket park with outdoor, active park details; and
- G.2 Implement a landscaped linear park between properties and tying into the Greenway.

The City of Alpharetta's 2035 Comprehensive Plan ("Comp Plan") lists the Subject Property within the North Point Activity Center and as a Mixed Use character area on the Future Land Use Map. The North Point LCI and a Mixed Use character area also allow the PCP zoning district and proposed uses. The Proposed Development falls nicely within the stated intent of the North Point Activity Center which is to "preserve the North Point area as a regional destination for shopping, jobs and entertainment, and enhance the area with improvements and new development that supports a walkable and vibrant community destination with places to shop, work, entertain and live." In addition, the Proposed Development creates a walkable community through its proposed pedestrian and bike trails in the development to the Big Creek Greenway. In fact, one of the expressly stated goals of development in the North Point Activity Center is to create "a pedestrian-friendly environment by adding sidewalks and supporting bicycle use with infrastructure that makes biking safe and convenient."

It is the position of the Applicant that the Alpharetta Zoning Ordinance, in limiting the uses of the property as it currently exists and with existing conditions is unconstitutional in that it destroys the marketability of the property and renders the property exceptionally less valuable, and such zoning therefore constitutes a taking of property without just and adequate compensation and without due process of law in violation of the Fifth and Fourteenth Amendments to the Constitution of the United States, as well as Article 1, Section 1, Paragraph 1; Article 1, Section 3, Paragraph 1(a); and Article 3, Section 6, Paragraph 2 of the Constitution of the State of Georgia (1983). To zone this property to any intervening category which is less than requested is unconstitutional, renders the property unusable and constitutes the taking of Applicant's property without just and adequate compensation and without due process of law in violation of the provisions of the United States and Georgia Constitutions cited in this paragraph. The same effect would be had by imposing conditions in restraint of trade, or onerous, burdensome, unconstitutional, or unnecessary conditions on the property. The denial of this request would bear no reasonable relation to the health, safety, morals or welfare of the citizens.

4/1/19

MP-19-02/V-19-06
BRIXMOR/NORTH POINT

Ms. Kathi Cook, Director
April 1, 2019
Page 4

The Applicant respectfully requests that the Alpharetta City Council grant the requested amendment to the Master Plan and the variances as submitted. As customary, we very much look forward to working with you and your staff.

Sincerely,



Kathryn M. Zickert
Attorney

KMZ/vmo

cc: Brett Milke

Attachment



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: Mansell Crossing

Contact Name: Kathryn M. Zickert Telephone: 404-815-3704

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

Owners of property within 500' will be invited, via mail,

to a community meeting. The applicant will also present

its plan to the North Point LCI stakeholders.

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 <i>(Please Specify)</i> |

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.

They will have the telephone number and email address of the Applicant's attorney.

Arborist Report For The City of Alpharetta



Tree Report for:

BRIXMOR Property Group
1002 Holcomb Woods Parkway
Roswell, GA 30076

Property Address:

7660 North Point Pkwy
Alpharetta, GA 30022

Moore Urban Forestry
5962 Lake Lanier Heights Road
Buford, Georgia 30518
Van Moore, Consulting Arborist
ISA Certified Arborist # SO 1171
Registered Forester RF-2043

The City of Alpharetta requires an Arborist report that assesses the condition of all specimen trees, boundary trees, trees of quality, and landscape trees.

Criteria for a Specimen Tree:

Pine Trees: 30-inches diameter or larger for these in the *Pinus* (Pine) genus.

Coniferous Trees: 20-inch diameter or larger for trees in the *Cedrus* (deodar cedar), *Thuja* (Arborvitae), or other ecologically similar trees.

Overstory Trees: 30-inch diameter or larger for trees in the *Liquidambar* (Sweetgum) or *Liriodendron* (Tulip poplar) genus.

20-inch diameter or larger for trees in the *Fagus* (Beech), *Nyssa* (Tupelo), *Diospyros* (Persimmon), *Sassafras* (Sassafras), or other ecologically similar trees.

20-inch diameter or larger for *Magnolia grandiflora* (Southern magnolia) and those cultivars that generally reach a mature height over 40'.

24-inch diameter or larger for trees in all other genera

Understory Trees: 8-inch diameter or larger.

10-inch diameter or larger for *Oxydendron arboreum* (Sourwood).

Criteria for a Boundary Tree:

Any tree located on adjacent property with a critical root zone that will be impacted by proposed land disturbance activity.

Criteria for a Landscape Tree:

A tree or trees that were planted or retained on a developed or previously developed site.

Criteria for a Tree of Quality

A tree that merits special consideration due to historical significance, ideal shape and structure, or uniqueness of the species as determined by the director.

Mansell Crossing Tree Survey

The diameter of all trees that were collected at Mansell Crossing were measured at dbh (diameter at breast height, 4 ½' off the ground). All trees were marked with aluminum tags or purple flagging. Trees were collected with Trimble Geo 7X (Real-time sub foot accuracy).

Specimen Sized Trees

Tree #	Scientific Name	Common Name	dbh in Inches	Condition	Comments
912	<i>Quercus spp.</i>	Red oak	24	Poor	Double included bark; rot at base
919	<i>Quercus spp.</i>	Red oak	29	Poor	Double included bark; rot at base
975	<i>Quercus spp.</i>	Red oak	26	Good	
981	<i>Quercus spp.</i>	Red oak	32	Good	

Pictures of Specimen Sized Trees in Poor Condition



Tree # 912



Tree # 919

Landscape Trees

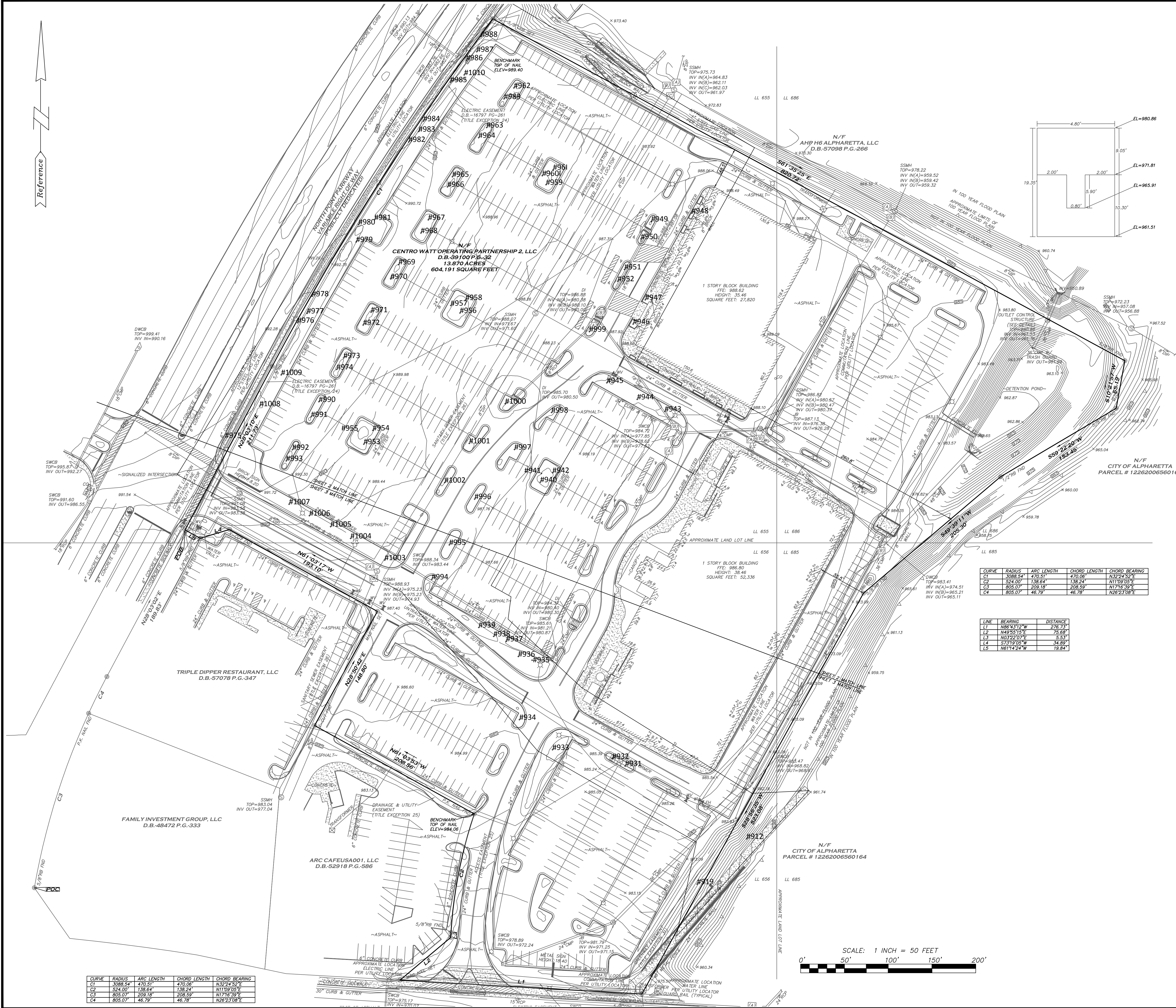
Tree #	Scientific Name	Common Name	dbh in Inches	Condition	Comments
930	<i>Lagerstroemia spp.</i>	Crape myrtle	13	Good	
931	<i>Ilex vomitoria</i>	Yaupon Holly	6	Good	
932	<i>Ilex vomitoria</i>	Yaupon Holly	10	Good	
933	<i>Acer buergerianum</i>	Trident Maple	6	Good	
934	<i>Prunus spp.</i>	Ornamental Cherry	16	Poor	Major dead limbs
935	<i>Acer buergerianum</i>	Trident Maple	6	Good	
936	<i>Acer buergerianum</i>	Trident Maple	6	Good	
937	<i>Acer buergerianum</i>	Trident Maple	10	Good	
938	<i>Acer buergerianum</i>	Trident Maple	6	Good	
939	<i>Acer buergerianum</i>	Trident Maple	7	Good	

940	<i>Quercus rubra</i>	Red Oak	16	Good	
941	<i>Quercus rubra</i>	Red Oak	15	Good	
942	<i>Quercus rubra</i>	Red Oak	13	Good	
943	<i>Acer buergerianum</i>	Trident Maple	9	Good	
944	<i>Acer buergerianum</i>	Trident Maple	11	Good	
945	<i>Acer buergerianum</i>	Trident Maple	7	Good	
946	<i>Acer buergerianum</i>	Trident Maple	9	Good	
947	<i>Acer buergerianum</i>	Trident Maple	6	Good	
948	<i>Prunus spp.</i>	Ornamental Cherry	10	Poor	Rot
949	<i>Ilex vomitoria</i>	Yaupon Holly	7	Good	
950	<i>Ilex vomitoria</i>	Yaupon Holly	6	Good	
951	<i>Ilex vomitoria</i>	Yaupon Holly	6	Good	
952	<i>Ilex vomitoria</i>	Yaupon Holly	7	Good	
953	<i>Quercus rubra</i>	Red Oak	17	Good	
954	<i>Quercus rubra</i>	Red Oak	14	Good	
955	<i>Quercus rubra</i>	Red Oak	17	Good	
956	<i>Quercus rubra</i>	Red Oak	15	Good	
957	<i>Quercus rubra</i>	Red Oak	17	Good	
958	<i>Quercus rubra</i>	Red Oak	17	Fair	
959	<i>Quercus rubra</i>	Red Oak	11	Poor	Mistletoe Infestation
960	<i>Quercus rubra</i>	Red Oak	11	Poor	Mistletoe Infestation
961	<i>Quercus rubra</i>	Red Oak	10	Good	
962	<i>Ilex vomitoria</i>	Yaupon Holly	7	Good	
963	<i>Ilex vomitoria</i>	Yaupon Holly	6	Good	
964	<i>Ilex vomitoria</i>	Yaupon Holly	7	Good	
965	<i>Ilex vomitoria</i>	Yaupon Holly	8	Good	
966	<i>Ilex vomitoria</i>	Yaupon Holly	6	Good	
967	<i>Ilex vomitoria</i>	Yaupon Holly	10	Good	
968	<i>Ilex vomitoria</i>	Yaupon Holly	8	Good	
969	<i>Ilex vomitoria</i>	Yaupon Holly	7	Good	
970	<i>Ilex vomitoria</i>	Yaupon Holly	6	Good	
971	<i>Ilex vomitoria</i>	Yaupon Holly	6	Good	
972	<i>Ilex vomitoria</i>	Yaupon Holly	6	Good	
973	<i>Ilex vomitoria</i>	Yaupon Holly	6	Good	
974	<i>Ilex vomitoria</i>	Yaupon Holly	9	Good	
975	<i>Quercus rubra</i>	Red Oak	26	Good	
976	<i>Acer rubrum</i>	Red Maple	14	Good	
977	<i>Acer rubrum</i>	Red Maple	13	Good	
978	<i>Acer rubrum</i>	Red Maple	13	Good	

979	<i>Quercus rubra</i>	Red Oak	27	Good	
980	<i>Quercus rubra</i>	Red Oak	23	Good	
981	<i>Quercus rubra</i>	Red Oak	23	Good	
982	<i>Acer rubrum</i>	Red Maple	15	Good	
983	<i>Acer rubrum</i>	Red Maple	11	Good	
984	<i>Acer rubrum</i>	Red Maple	15	Good	
985	<i>Quercus alba</i>	White Oak	6	Good	
986	<i>Quercus alba</i>	White Oak	6	Good	
987	<i>Quercus alba</i>	White Oak	6	Good	
988	<i>Quercus alba</i>	White Oak	6	Good	
989	<i>Ilex vomitoria</i>	Yaupon Holly	3	Good	
990	<i>Ilex vomitoria</i>	Yaupon Holly	3	Good	
991	<i>Ilex vomitoria</i>	Yaupon Holly	4	Good	
992	<i>Ilex vomitoria</i>	Yaupon Holly	4	Good	
993	<i>Ilex vomitoria</i>	Yaupon Holly	4	Good	
994	<i>Prunus spp.</i>	Ornamental Cherry	14	Poor	Rot
995	<i>Oak spp.</i>	Oak	3	Good	
996	<i>Oak spp.</i>	Oak	3	Good	
997	<i>Oak spp.</i>	Oak	3	Good	
998	<i>Oak spp.</i>	Oak	3	Good	
999	<i>Oak spp.</i>	Oak	4	Good	
1000	<i>Oak spp.</i>	Oak	2	Good	
1001	<i>Acer buergerianum</i>	Trident Maple	4	Good	
1002	<i>Oak spp.</i>	Oak	2	Good	
1003	<i>Oak spp.</i>	Oak	4	Good	
1004	<i>Oak spp.</i>	Oak	4	Good	
1005	<i>Oak spp.</i>	Oak	4	Good	
1006	<i>Oak spp.</i>	Oak	4	Good	
1007	<i>Oak spp.</i>	Oak	4	Good	
1008	<i>Oak spp.</i>	Oak	4	Good	
1009	<i>Oak spp.</i>	Oak	4	Good	
1010	<i>Oak spp.</i>	Oak	4	Good	

Trees of Quality

No Trees of Quality on the property.



9 RO #908
9 RO #908 POOR MDL
9 WO #909 POOR MDL
12 WO #910
7 WO #911 POOR MDL
24 RO #912 POOR IB DOUBLE ROT
6 H #913
23 RO #914 FAIR MDL
13 WO #915 FAIR MDL
12 RO #916 FAIR MDL
9 RO #917 POOR MDL
9 RO #918 POOR MDL
29 RO #919 POOR DBL
7 WO #920
10 WO #921
15 WO #922 FAIR MDL
18 RO #923
6 WO #924 FAIR MDL
7 H #925 GOOD
7 LLP #926
13 WO FAIR MDL
7 H #928
8 H #929 FAIR MDL
13 CM #930
6 YH #931
10 YH #932
6 M #933
16 CT #934 POOR MDL
6 M #935
6 M #936
10 M #937
6 M #938
7 M #939
16 WO #940
15 WLO #941
13 WLO #942
9 M #943
11 M #944
7 M #945
9 M #946
6 M #947
10 CM #948 POOR ROT
7 YH #949
6 YH #950
6 YH #951
7 YH #952
17 WAO #953
14 WAO #954
17 WAO #955
15 WLO #956
17 WLO #957
17 WLO #958
11 RO #959
11 RO #960 POOR MTI
10 RO #961 POOR MTI
7 YH #962
6 YH #963
7 YH #964
8 YH #965
6 YH #966
10 YH #967
8 YH #968
7 YH #969
6 YH #970
6 YH #971
6 YH #972
6 YH #973
9 YH #974
26 WLO #975
14 RM #976
13 RM #977
13 RM #978
27 WLO #979
23 WLO #980
32 WLO #981
15 RM #982
11 RM #983
15 RM #984
6 WO #985
6 WO #986
6 WO #987
6 WO #988
3 YH #989
3 YH #990
4 YH #991
4 YH #992
4 YH #993
14 cherry poor rot
3 oak #995
3 oak #996
3 oak #997
3 oak #998
4 oak #999
2 oak #1000
4 TM #1001
2 oak #1002
4 oak #1003
4 oak #1004
4 oak #1005
3 oak #1006
5 oak #1007
3 oak #1008
5 oak #1009
5 oak #1010

5962 Lake Lanier
Heights Road
Buford, GA 30518
Ph. # (770) 530-4114

BRIXMOR
Property Group
1002 Holcomb Woods Prwy
Roswell, Ga. 30076

Mansell Crossing

Tree Survey



Mansell Crossing

Project Name

Project Number

Project Address

Land Lot No.(s)

District

Alpharetta, Georgia, Fulton
City, State, County

No.	REVISION	DATE
1		
2		
3		
4		
5		
6		
7		
8		
9		

Van Moore
Moore Urban Forestry, Inc.
5962 Lake Lanier Heights Road
Buford, GA 30518
(770) 530-4114
mooreurbanforestry@charter.net

BRIXMOR
Property Group
1002 Holcomb Woods Prwy
Roswell, Ga. 30076

Mansell Crossing

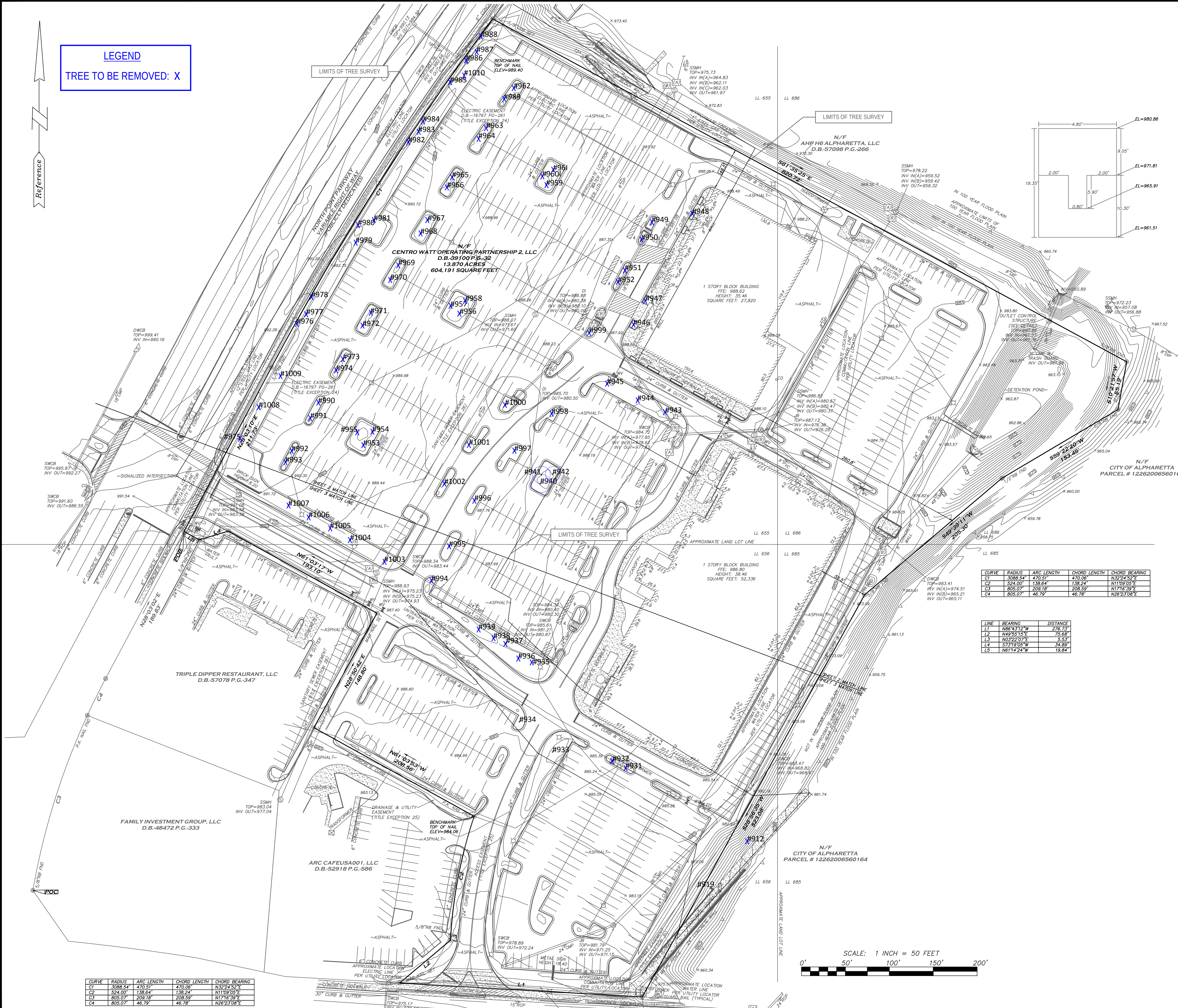
Tree Survey



Alpharetta, Georgia, Fulton
City, State, County

No.	REVISION	DATE
1		
2		
3		
4		
5		
6		
7		
8		
9		

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MEMORANDUM

To: Mr. Brett Milke, BRIXMOR

From: Mr. John D. Walker, P.E., PTOE
Mr. Jin Seo, P.E.

Date: March 29, 2019

RE: **Mansell Crossing – City of Alpharetta – Trip Generation Memo**

Kimley-Horn is pleased to provide this memorandum regarding the trip generation potential for the proposed *Mansell Crossing* development in the City of Alpharetta, Georgia.

PROJECT OVERVIEW

The *Mansell Crossing* development is a proposed retail/restaurant development in the City of Alpharetta, Georgia. The site is located north of Mansell Road and east of North Point Parkway. The ±13.7-acre site is currently zoned PSC and is in the North Point Overlay.

The site is currently developed with retail space and surface parking. The proposed development will increase density by adding 6,300 SF of retail and 10,300 SF of restaurant to the existing 80,156 SF retail on site.

TRIP GENERATION

Project traffic, for the purposes of this evaluation, is defined as the vehicle trips expected to be generated by the *Mansell Crossing*. Anticipated trip generation for the *Mansell Crossing* was calculated using rates and equations contained in the Institute of Transportation Engineers' (ITE) *Trip Generation Manual*, 10th Edition, 2017.

The density and the anticipated project trip generation by the proposed development are summarized in **Table 1**.

Table 1: Trip Generation											
Land Use	ITE Code	Density	Daily Traffic			AM Peak Hour			PM Peak Hour		
			Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit
Shopping Center	820	6,300 SF	238	119	119	6	4	2	24	12	12
High-Turnover (Sit-Down) Restaurant	932	10,300 SF	1,156	578	578	102	56	46	101	63	38
TOTAL			1,394	697	697	108	60	48	125	75	50



Mr. Brett Milke, March 29, 2019, Page 2

SUMMARY

Based on **Table 1**, the proposed *Mansell Crossing* development on the ± 13.7 -acre site is projected to generate approximately 1,394 (697 in; 697 out) daily trips, 108 AM peak hour trips, and 125 PM peak hour trips.

If you have any questions concerning this letter or need additional information, please do not hesitate to contact me.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in black ink, reading "John D. Walker".

John D. Walker, P.E., PTOE
Senior Vice President

A handwritten signature in black ink, reading "Jin Seo".

Jin Seo, P.E.
Project Engineer

Attachments:

- Trip Generation
- Proposed Site Plan

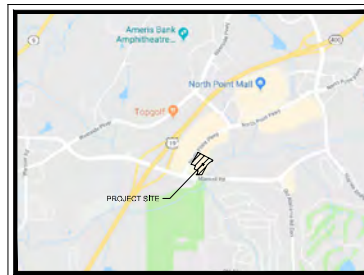
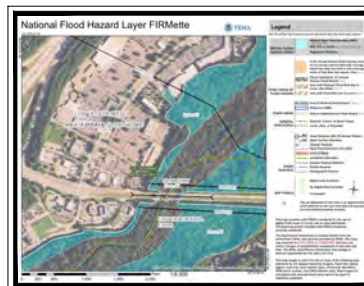
4/1/19

MP-19-02/V-19-06
BRIXMOR/NORTH POINT

Trip Generation Analysis (10th Ed.) Mansell Crossing City of Alpharetta, GA									
Land Use	Intensity	Daily Trips	AM Peak Hour			PM Peak Hour			
			Total	In	Out	Total	In	Out	
<u>Proposed Site Traffic</u>									
820 Shopping Center	6,300 s.f. gross leasable area	238	6	4	2	24	12	12	
932 High-Turnover (Sit-Down) Restaurant	10,300 s.f.	1,156	102	56	46	101	63	38	
Gross Trips		1,394	108	60	48	125	75	50	

4/1/19

BRIXMOR/NORTH POINT

VICINITY MAP 

FEMA MAP

THE SITE DOES NOT LIE WITHIN A FLOOD HAZARD AREA PER
FIRM PANEL 13121C0066F DATED 9/18/2013.

SITE NOTES

ZONING	
CLASSIFICATION	PSC
MASTERPLAN	REGENCY PARK
OVERLAY	NORTH POINT OVERLAY

SITE AREA

TOTAL SITE AREA: 13.70 ACRES
EXISTING SITE AREA: 13.87 ACRES
ROW DEDICATION: 0.17 ACRES
(ALONG NORTH POINT PKWY)

BUILDING SETBACKS

FROM BACK OF SIDEWALK	MIN / MAX
NORTH POINT PARKWAY:	10 FT / 60 FT
MANSELL ROAD:	20 FT / 100 FT
TYPE D CORRIDOR:	0 FT / 10 FT
SIDE	0 FT
REAR	15 FT

LANDSCAPING

NORTH POINT PKWY (FROM CURB): 10 FT PLANTER
MANSELL ROAD (FROM CURB): 8 FT PLANTER
FRONT (EXCLUDING BUILDINGS): 20 FT L.SCAPE STRIP
SIDE/REAR (EXCLD. BUILDINGS): 5 FT L.SCAPE STRIP

PARKING:

REQUIRED (CITY):	694 SPACES
REQUIRED (20% REDUX PER OVERLAY):	556 SPACES
RETAIL (5/1000SF):	171 SPACES
RESTAURANT (10/1000SF):	103 SPACES
THEATRE:	420 SPACES
PROVIDED:	696 SPACES
ADA SPACES REQUIRED	14 SPACES
ADA SPACES PROPOSED	16 SPACES

LAND-USE:

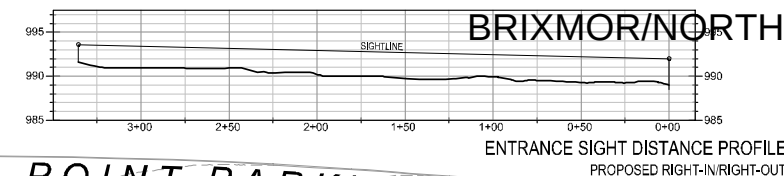
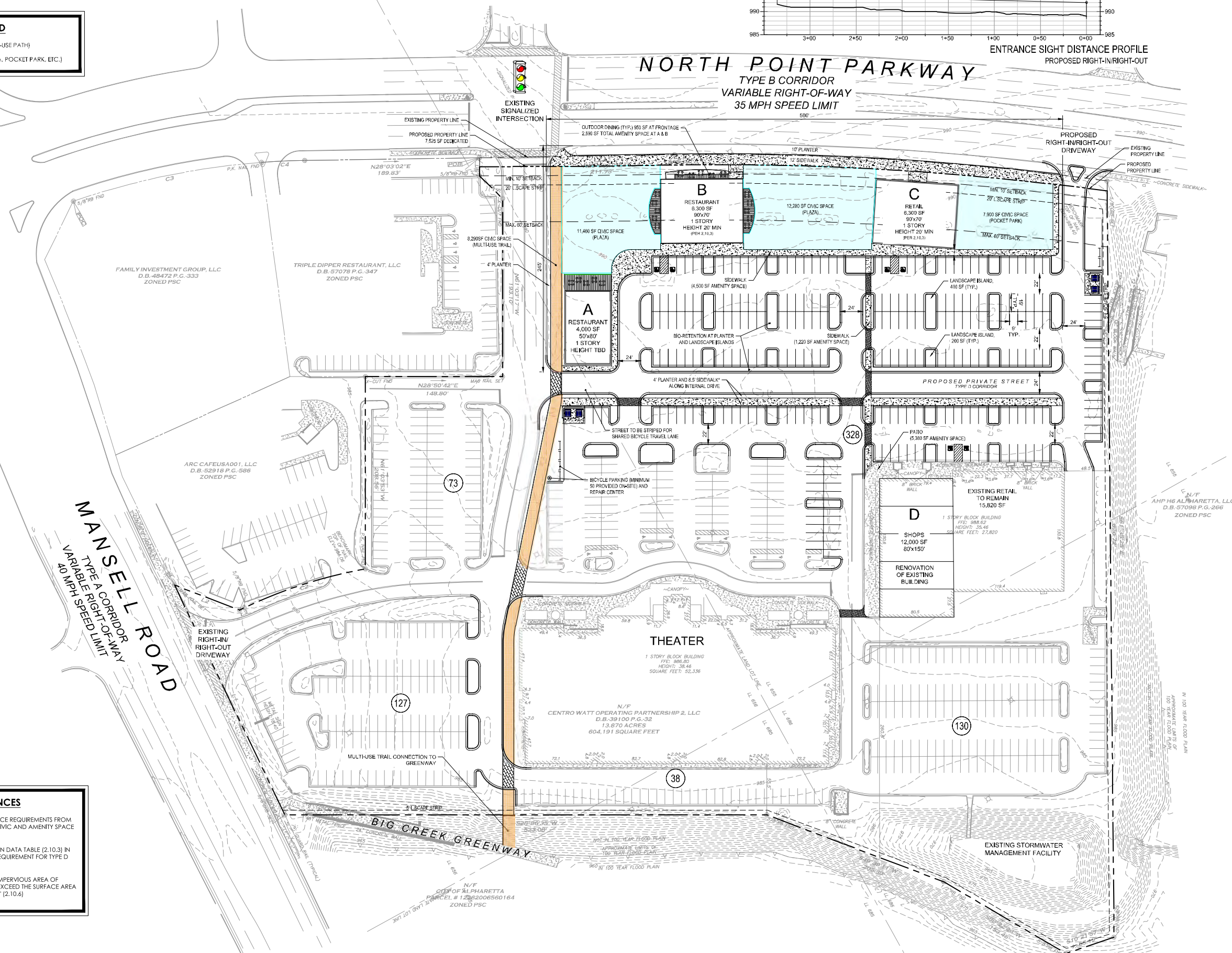
RETAIL :		34,120 SF
PROPOSED	6,300 SF	
EXISTING:	27,820 SF	
PROPOSED RESTAURANT:		10,300 SF
EXISTING THEATER:		52,336 SF
TOTAL		96,756 SF
TOTAL EXISTING:	80,156 SF	
TOTAL PROPOSED:	16,600 SF	

OPEN SPACE:

SITE AREA	13.70 ACRES [596.772 SF]
CIVIC SPACE REQ'D (10%):	59.680 SF
*CIVIC SPACE PROVIDED:	39.150 SF
PLAZA :	22.960 SF
POCKET PARK:	7.900 SF
MULTI-USE TRAIL:	8.290 SF
AMENITY SPACE REQUIRED (5%):	29.840 SF
*AMENITY SPACE PROVIDED :	13.690 SF
HARDSCAPE:	5,720 SF
(INCLUDES NON-REQ'D SIDEWALKS)	
OUTDOOR DINING:	2,590 SF
PATIO :	5,380 SF

***VARIANCES**

1. REDUCE MINIMUM OPEN SPACE REQUIREMENTS FROM 10% AND 5% OF SITE AREA (CIVIC AND AMENITY SPACE RESPECTIVELY)
2. RELIEF FROM SITE REGULATION DATA TABLE (2.10.3) IN RELATION TO STREETScape REQUIREMENT FOR TYPE D STREETS
3. WAIVE REQUIREMENT THAT "IMPERVIOUS AREA OF PARKING STALLS SHALL NOT EXCEED THE SURFACE AREA OF THE BUILDING THEY SERVE" (2.10.6)

ENTRANCE SIGHT DISTANCE PROFILE
PROPOSED RIGHT-IN/RIGHT-OUT



City Council Meeting & Public Hearing STAFF REPORT

Submitting Department: Community Development

Submitted By:

Sponsored By:

Meeting Date: June 17, 2019

- I. AGENDA ITEM TITLE:** V-19-05 NORTH FULTON COMPOUNDING PHARMACY VARIANCE
CONSIDERATION OF A VARIANCE REQUEST TO ALLOW PARKING BETWEEN THE BUILDING AND THE ROAD. THE PROPERTY IS LOCATED AT 305 SOUTH MAIN STREET IS LEGALLY DESCRIBED AS BEING LOCATED IN LAND LOT 693, 1ST DISTRICT, 2ND SECTION, FULTON COUNTY, GEORGIA.

II. RECOMMENDATION:

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:

Staff Report, Location Map, Aerial Map, Future Land Use, Zoning Map, Pharmacy Photos, 19021 site plan 06-TEMP-19, Elevations 4.17.19, Complete Citi Part B, CompleteAppfor North Fulton Compounding Pharmacy 4.1.19



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT

SUBMITTED BY: KATHI COOK

DRAFTED BY: MICHAEL WOODMAN

I. AGENDA ITEM TITLE:

V-19-05: NORTH FULTON COMPOUNDING PHARMACY VARIANCE

CITY COUNCIL: JUNE 17, 2019

II. RECOMMENDATION:

Approve V-19-05 North Fulton Compounding Pharmacy Variance, subject to the following conditions:

1. Property shall be developed substantially in accordance with submitted plan prepared by Place Maker Design, dated 5/1/2019, except for modifications required to comply with the conditions below.
2. Building architecture, materials and design shall comply with the Alpharetta Downtown Code regulations, subject to review by the City's Downtown Consultant and final approval by DRB. Aluminum storefront system, as depicted on the applicant's conceptual rendering, shall not be permitted. Exterior lighting shall relate to the building architecture and sized appropriately, as approved by DRB.
3. Foundation plantings shall be required on the west, south and east sides of the building.
4. New greenspace surrounding the building shall be planted with a mix of trees, shrubs, grasses and ground cover of varying heights, textures and colors, as approved by the DRB.
5. At least two (2) parking lot landscape islands, planted with a canopy tree, shall be provided within the row of parking adjacent to South Main Street. In addition, the corners of the property along South Main Street shall have a shade tree and decorative landscaping.
6. If sufficient planting space exists between new GDOT wall and multi-use trail along South Main Street, property owner shall install the required parking lot screening shrubs, as approved by DRB. If shrubs are removed during GDOT construction, property owner shall reinstall any lost vegetation.
7. Developer shall conduct an assessment of required landscaping and replace any dead, dying or missing landscape material, as approved by DRB.
8. Pedestrian connection shall be provided from front door to the sidewalk along South Main Street.
9. Dumpster enclosure shall be upgraded with a metal gate, as approved by DRB.
10. Run-off reduction shall be addressed with green stormwater BMPs, as approved by Staff.
11. New hardscape areas shall be constructed of pervious material, as approved by Staff and DRB.
12. Developer shall obtain a land disturbance permit (LDP).

III. REPORT IN BRIEF:

The applicant, C & G Land, LLC, is requesting a variance to allow parking to remain between the street and a building on a property located in the Downtown Overlay. The property was formerly developed as a McDonald's fast food restaurant with drive-through. The subject property is located at 305 South Main Street on the north side of South Main Street west of Maxwell Road.

IV. DISCUSSION

The submitted request, if approved, will allow parking to remain between the street and a building on a property located in the Downtown Overlay. Before its recent demolition, the property was developed with a McDonald's fast food restaurant with drive-through. The applicant proposes to construct a 1-story, 4,223 square foot building for a compounding pharmacy over the former McDonald's building footprint and removal of the drive-through facilities. The surrounding surface parking lot is proposed to remain. The subject property is located at 305 South Main Street on the north side of South Main Street west of Maxwell Road.

The property is zoned C-2 (General Commercial) and is located in the Downtown Overlay. Surrounding properties are also zoned C-2. Amana Academy/Alpharetta Square is located to the north and east, Elegant Auto Brokers is located to the south and Tabernacle Baptist Church is located to the west. The Comprehensive Land Use Plan designation of the property is 'Mixed Use', which allows the proposed compounding pharmacy.

The applicant is requesting a variance from Unified Development Code (UDC) Appendix A: Alpharetta Downtown Code, Subsection 2.4.6, Vehicle Access and Parking Locations, to allow parking between a building and the closest street. The variance request is necessary because the former building was demolished and the new building triggers compliance with the Downtown Overlay regulations. If approved, conditions are recommended requiring aesthetic and screening landscape enhancements.

The proposed building is for North Fulton Compounding Pharmacy, which currently operates within the Alpharetta city limits at 11940 Alpharetta Highway, Suite 106. The applicant's floor plan depicts approximately 700 square feet of sales area with the balance of the 4,223 square foot building consisting of offices, labs and fulfillment area. The description below is from the applicant's website:

"North Fulton Compounding Pharmacy opened its doors in 1985 and began compounding quality, customized prescriptions for patients in and around the North Fulton area. The pharmacy is centered around the physician-patient-pharmacist relationship and helping patients receive medications that are customized specifically to their healthcare needs."

V. SITE PLAN AND CONCEPTUAL RENDERING

The applicant's site plan depicts a 1-story, 4,223 square foot building surrounded by angled parking spaces served by a one-way drive aisle. Access to the site is provided from two (2) one-way curb cuts from the Alpharetta Square project driveway. The drive-through facilities have been removed and

replaced with new landscape area and sidewalk. It is recommended that any new hardscape areas be constructed of pervious materials.

A total of 49 surface parking spaces are depicted to remain on the applicant's site plan, of which the Downtown Overlay would require twelve (12) spaces for the compounding pharmacy. The Downtown Code states that parking in excess of 120% of the requirement be constructed of pervious material. Since the excess parking already exists on the site, it is recommended that all new hardscape areas be constructed of pervious materials.

The applicant provided conceptual renderings of the proposed building, which generally appear to meet the Alpharetta Downtown Code with respect to architectural style. The 1-story building is depicted to be brick with a flat roof. It is unclear if the brick is painted or just a light color brick. The center of the building has been raised to give the appearance of a 2nd story, since the site sits approximately 5' – 8' lower than the finished elevation of South Main Street. The City's Downtown Consultant reviewed the conceptual renderings and had the following comments:

- Massing and scale look good
- Fenestration should match on all elevations, aluminum storefront systems are not permitted in the Downtown Overlay
- To achieve historic architectural style, brick detailing on the cornice, headers and sills will be very important
- Exterior lighting should be bolder, and up-lighting should be hidden behind landscaping
- Recommend foundation landscaping to soften the building
- Is the brick painted or not? Recommend that a brick color is chosen and approved at DRB

VI. VARIANCE REVIEW CRITERIA

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

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

Response: The applicant's proposal represents redevelopment of an existing site where surface parking will remain. The variance request is necessary because the former McDonald's building has been demolished and the new building triggers compliance with the Downtown Overlay regulations.

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

Response: The applicant's proposal represents redevelopment of an existing site where surface parking will remain. The variance request is necessary because the former McDonald's building has been demolished and the new building triggers compliance with the Downtown Overlay regulations.

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

Response: The applicant's proposal represents redevelopment of an existing site where surface parking will remain. The variance request is necessary because the former McDonald's building has been demolished and the new building triggers compliance with the Downtown Overlay regulations.

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 requested variance should not cause substantial detriment to the public good, if conditions are approved requiring site landscaping to improve aesthetics and screening.

VII. CONCURRENCES

Staff has reviewed the applicant's proposal and finds that it can generally support the request for variance. The proposal represents redevelopment of an existing site where surface parking will remain. If approved, conditions are approved requiring site landscaping to improve aesthetics and screening.

VIII. CITIZEN PARTICIPATION PLAN

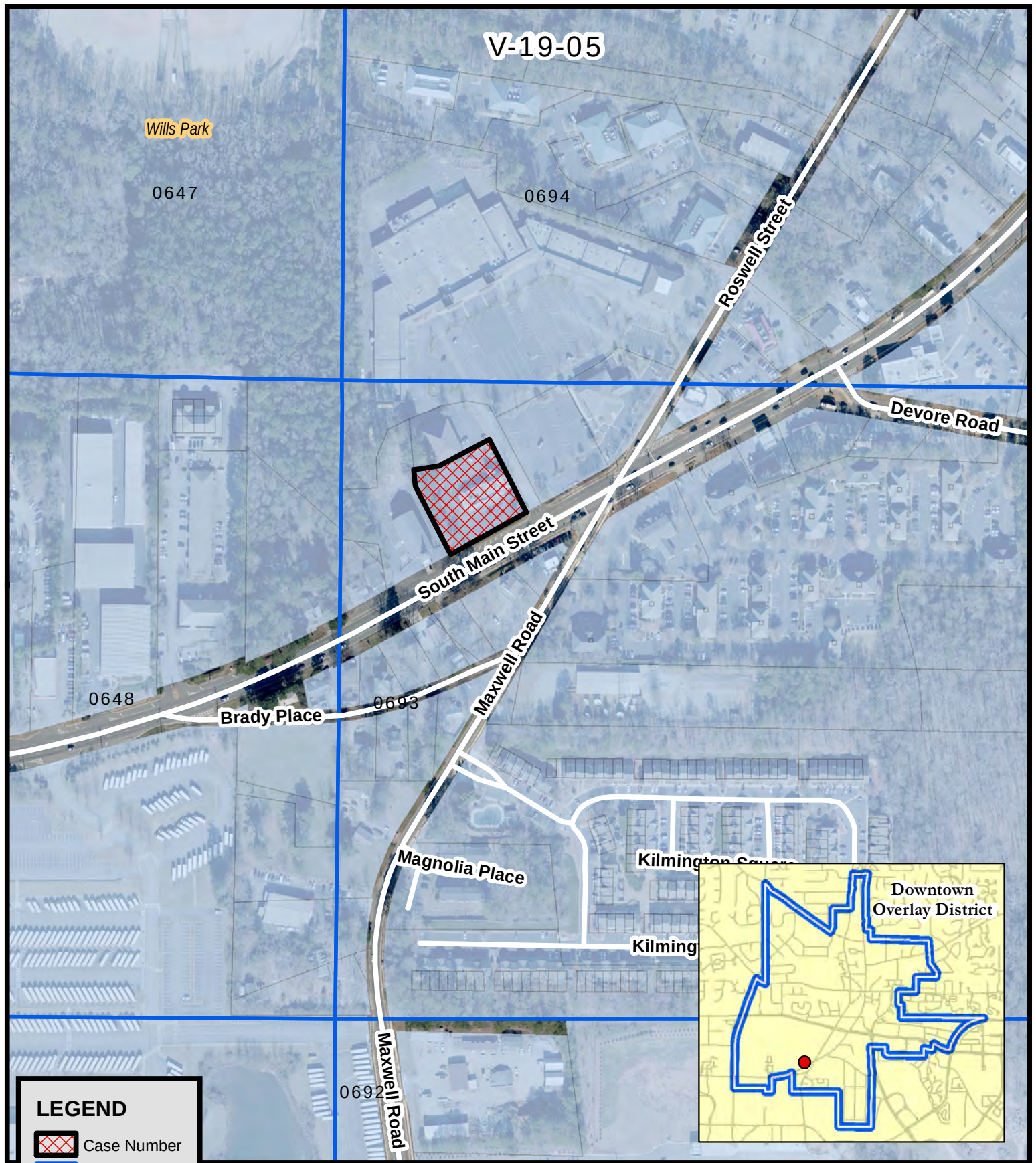
The report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that no comments were received.

IX. COMMUNITY ZONING INFORMATION MEETING

The CZIM was held on May 8, 2019. There were no public comments on the sign-in sheet.

X. ATTACHMENTS:

- Site Plan
- Renderings



V-19-05

Wills Park

0647

0694

Roswell Street

Devore Road



South Main Street

0648

Brady Place

0693

Maxwell Road

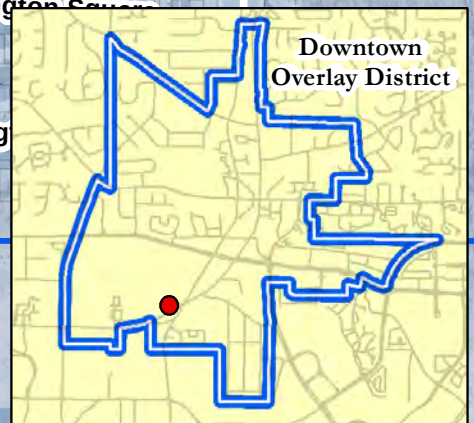
Magnolia Place

Kilming

Kilming

0692

Maxwell Road



LEGEND

-  Case Number
-  Land Lots
-  Tax Parcels

V-19-05
D/LL: 1/2/693
CC Date: 6/17/19

Location Map
North Fulton Compounding Pharmacy
305 South Main St.



Location Map Provided by:
Community Development - GIS

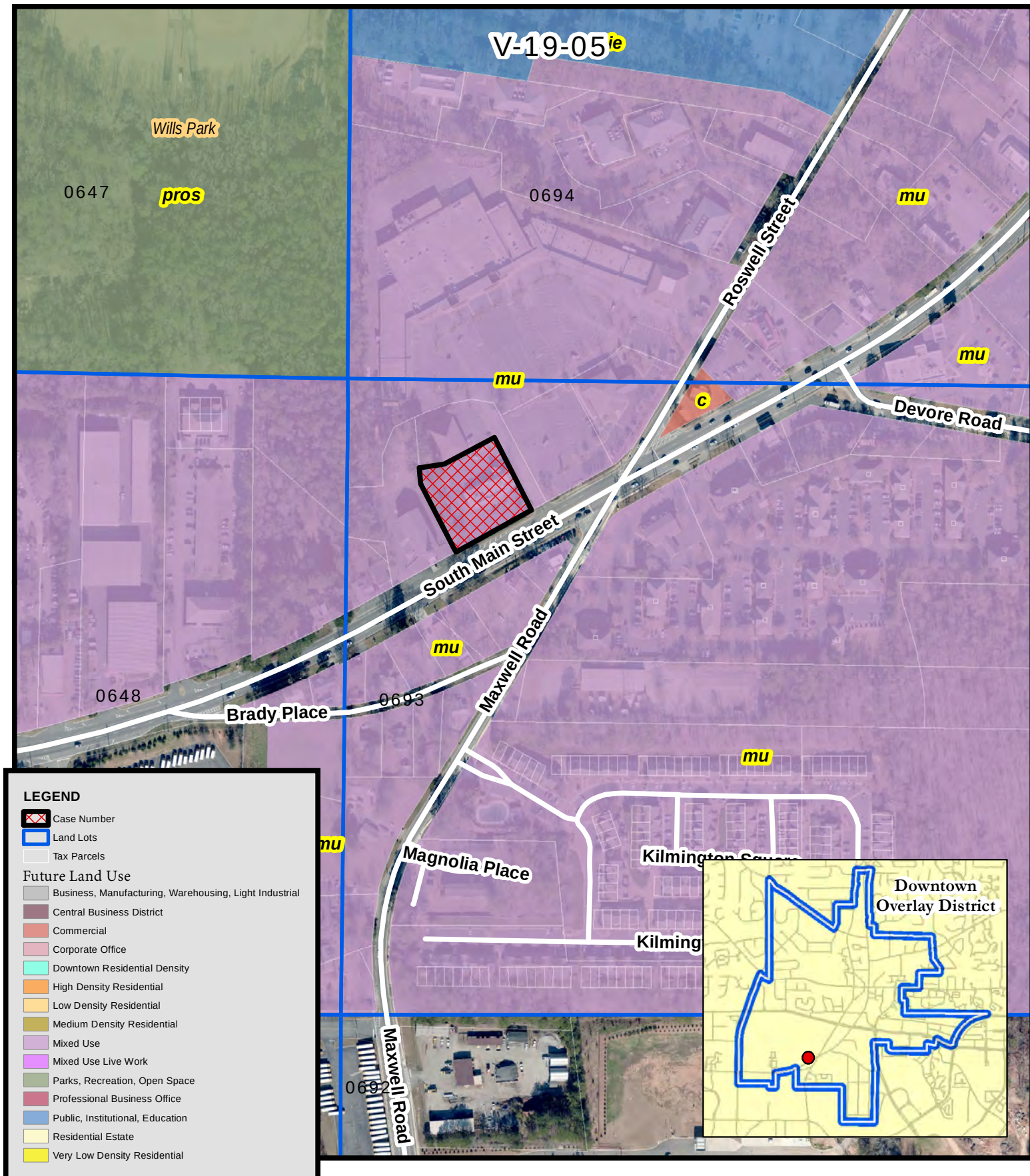


Aerial Map
 North Fulton Compounding Pharmacy
 305 South Main St.

V-19-05
 D/LL: 1/2/693
 CC Date: 6/17/19



Location Map Provided by:
 Community Development - GIS

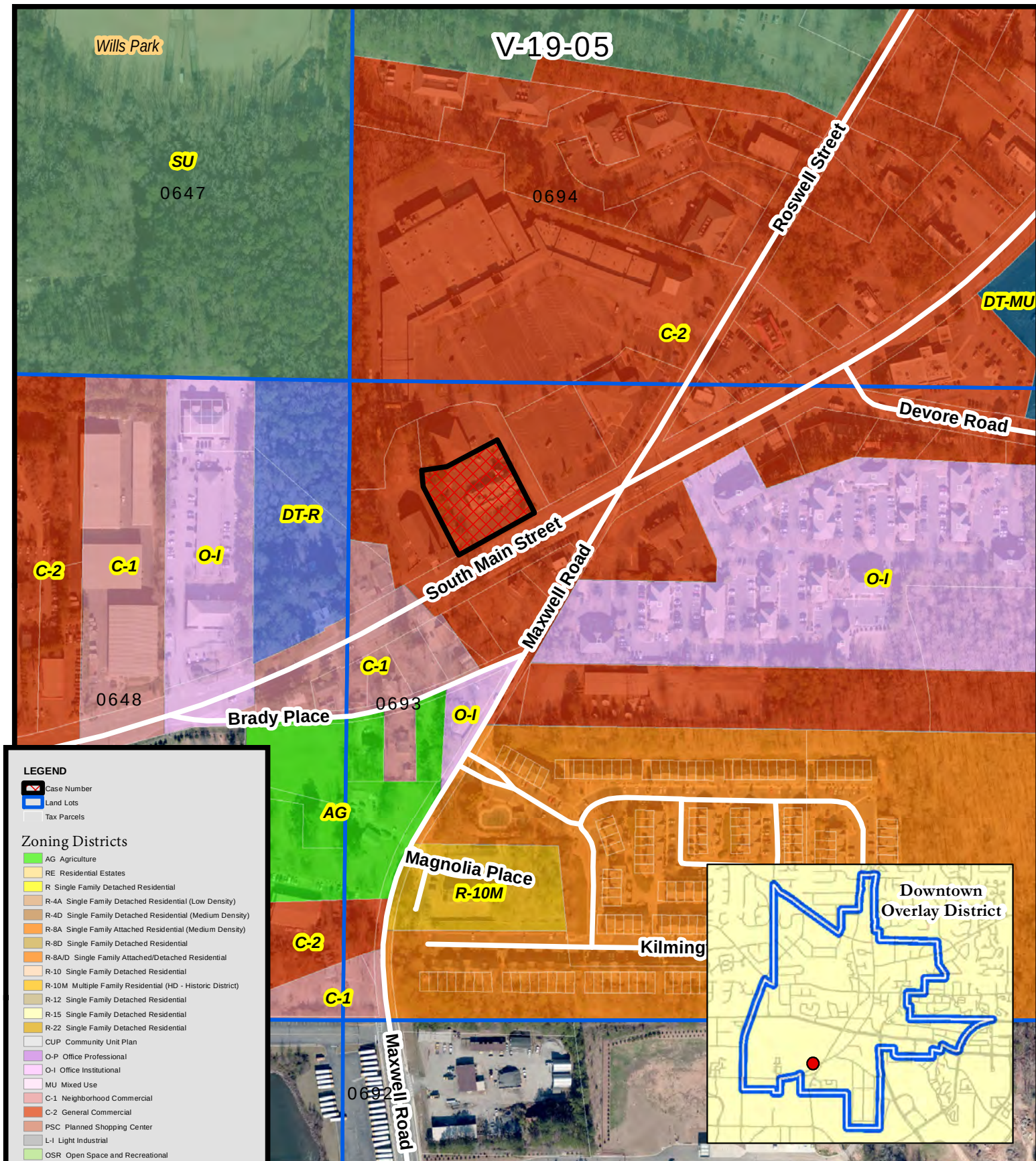


Future Land Use
North Fulton Compounding Pharmacy
305 South Main St.

V-19-05
D/LL: 1/2/693
CC Date: 6/17/19



Location Map Provided by:
Community Development - GIS



Zoning Map
North Fulton Compounding Pharmacy
305 South Main St.

V-19-05
D/LL: 1/2/693
CC Date: 6/17/19



Location Map Provided by:
Community Development - GIS



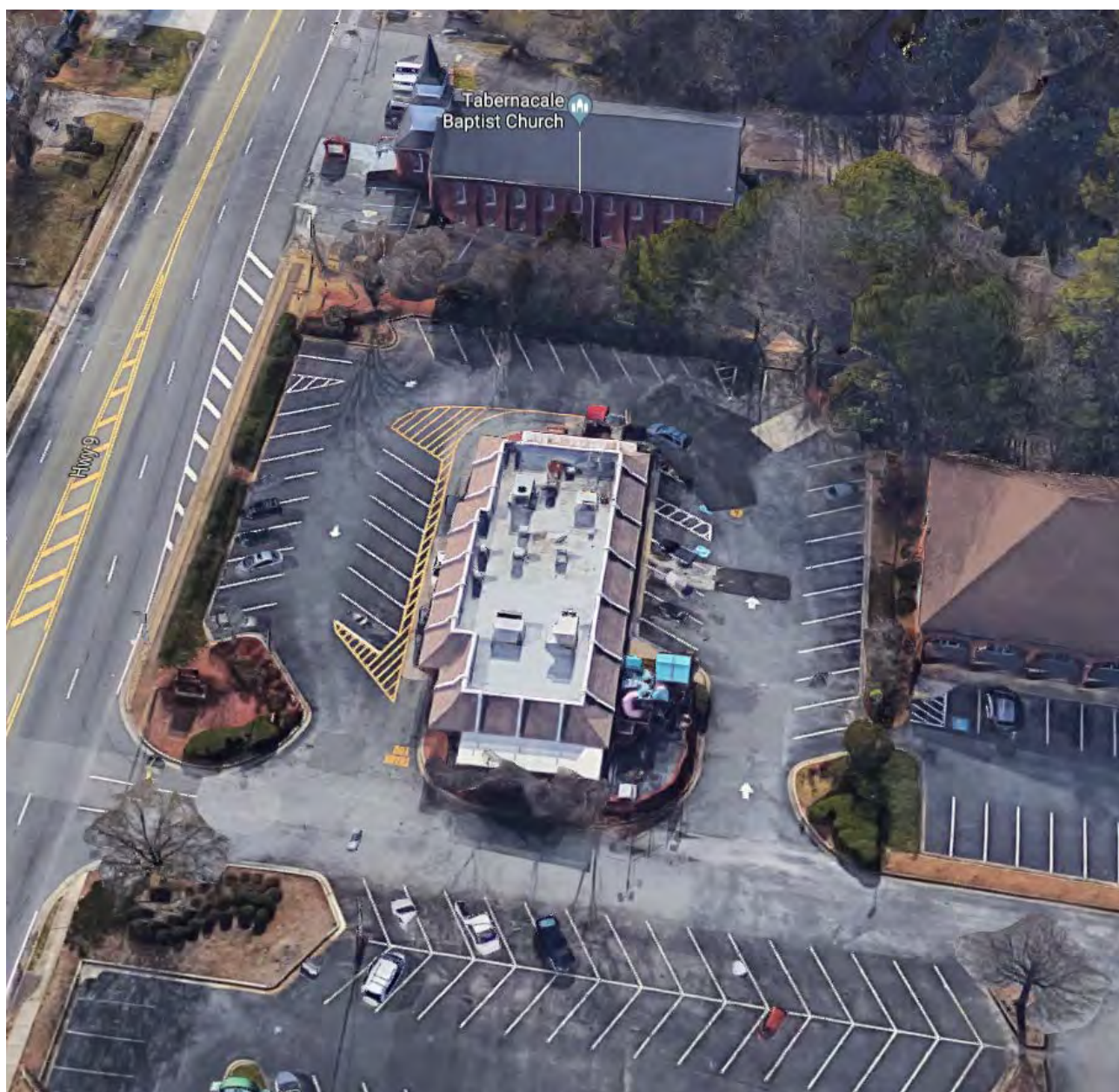














REV #	DATE	DESCRIPTION

NORTH FULTON
COMPOUNDING
PHARMACY

3035 SOUTH MAIN STREET
ALPHARETTA, GEORGIA 30005

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PLACE MAKER DESIGN

1000 CIRCLE 75 PARKWAY
SUITE 400
ATLANTA, GEORGIA 30339
404.549.4499

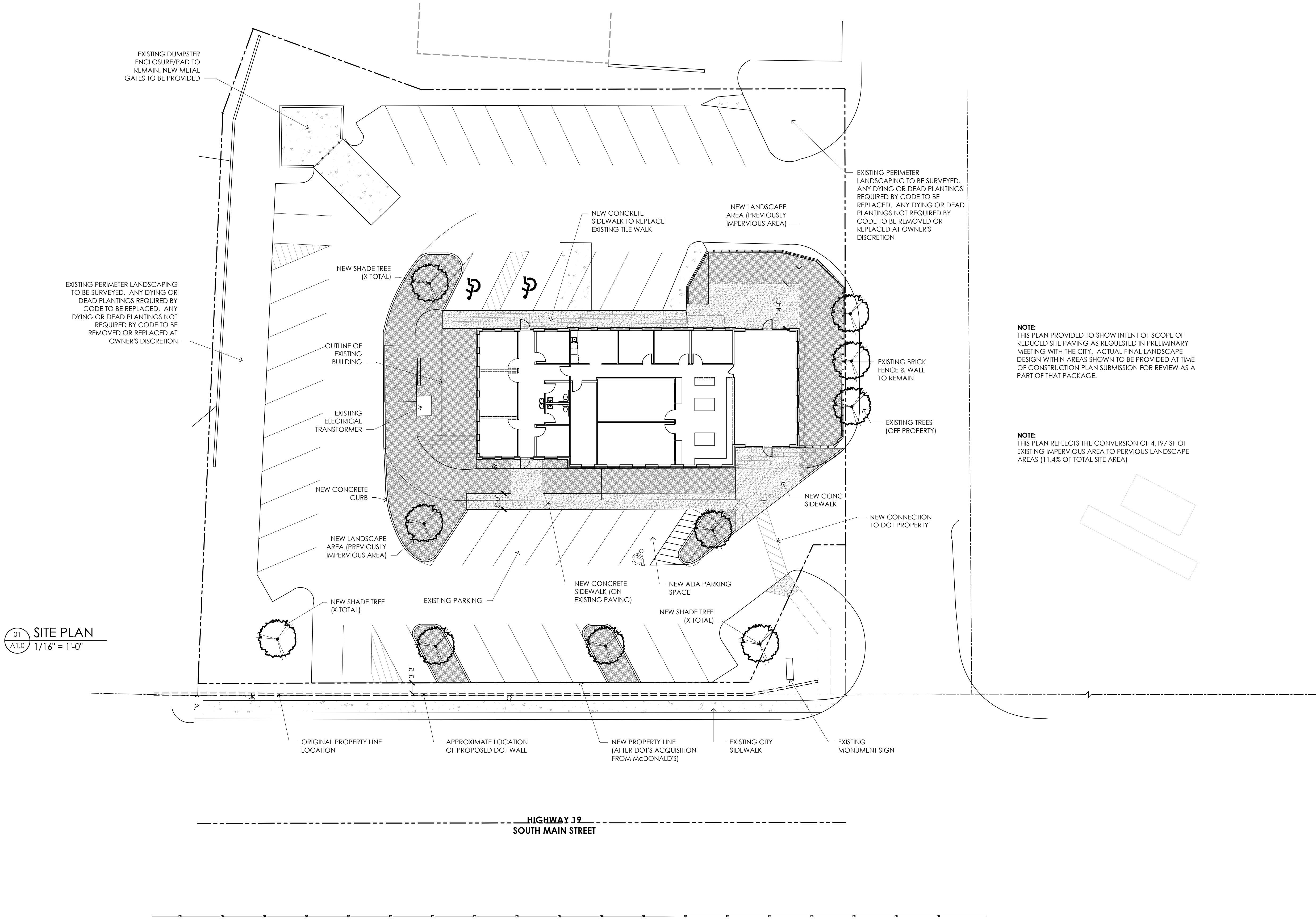
ISSUE DATE	06/06/19
DRAWN BY	TMV
CHECKED BY	TMV
PHD PROJ. #	19031

SHEET TITLE

SITE
PLAN

SHEET #

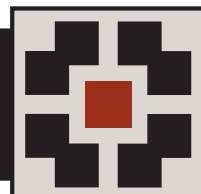
A1.0





CONCEPTUAL RENDERING

#19021
04/17/19



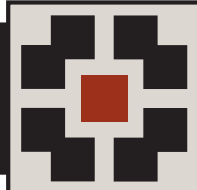
PLACE MAKER DESIGN
1000 CIRCLE 75 PARKWAY - SUITE 400 - ATLANTA, GEORGIA 30339

North Fulton Compounding Pharmacy
Alpharetta, Georgia



CONCEPTUAL RENDERING

#19021
04/17/19



PLACE MAKER DESIGN
1000 CIRCLE 75 PARKWAY - SUITE 400 - ATLANTA, GEORGIA 30339

North Fulton Compounding Pharmacy
Alpharetta, Georgia

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: North Fulton Compounding Pharmacy - New Use for Prior Vacant McDonald's Building

Contact Name: Josh & Tarva Morgan - C&G Land, LLC

Telephone: 404-863-8292

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 did not receive any comments or concerns from individuals who were contacted as a part of the Citizen Participation Program.

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

☒

Letter

☐

Personal Visits

☐

Telephone

☐

Group Meeting

☐

Email

☐

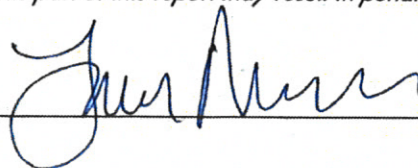
Other (Please Specify) _____

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

Please see the following pages.

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: _____

5/19/19

Print Form

Parcel ID	Company Name	Address	City, State, Zip
12 246206480109	ACL GROUP LLC	2345 HOPEWELL PLANTATION DR	ALPHARETTA GA 30004
12 246206480331	STEPHENS HAROLD A & PEGGY	319 CANTON ST	ALPHARETTA GA 30009
12 258106930125	TREGO KIMBERLY CANTRELL	11290 HOUZE RD	ROSWELL GA 30076
12 258106930133	SOLARES AMILCAR	370 BRADY PL	ALPHARETTA GA 30004
12 258106930141	STEPHENS HAROLD A & PEGGY R	319 CANTON ST	ALPHARETTA GA 30009
12 258106930158	MC MANUS IMAGINATION STUDIO INC	350 BRADY PL	ALPHARETTA GA 30004
12 258106930166	VORCO 372 LLC	3175 RIVER EXCHGE DR APT 401	NORCROSS GA 30092
12 258106930174	BOUND UPWARD LLC	60 LAKESHORE DR	DULUTH GA 30096
12 258106930182	BOUND UPWARD LLC	60 LAKESHORE DR	DULUTH GA 30096-3026
12 258106930273	ST JAMES TRUST	6435 COLEBRIDGE RD	ATLANTA GA 30328
12 258106930364	DIMPAL ENTERPRISES INC	280 SOUTH MAIN ST	ALPHARETTA GA 30004
12 258106930448	BOUND UPWARD LLC	60 LAKESHORE DR	DULUTH GA 30096
12 258106930455	BOUND UPWARD LLC	60 LAKESHORE DR	DULUTH GA 30096
12 258106930463	JAVIDTAJRISHI SOHLIA & ASGARI JALAL	4750 WEST FOREST PEAK	MARIETTA GA 30066
12 258106930471	JAVIDTAJRISHI SOHLIA & ASGARI JALAL	4750 WEST FOREST PEAK	MARIETTA GA 30066
12 258106930596	LAMP & SHADE CITY LIGHTING LLC	300 S MAIN ST	ALPHARETTA GA 30009
12 258106930653	ALSTON CLINTON M & FRANCES B	1000 APPLEWOOD DR #219	ROSWELL GA 30076-1376
12 258306930826	ATB ALPHARETTA LLC	P.O. BOX 709	TUPELO MS 38802
12 258106931594	NUBER MARGARET A	1000 KILMINGTON CT	ALPHARETTA GA 30004
12 258106931602	FAMILY TRUST OF KAREN SHELBY DOHM THE	1010 KILMINGTON CT	ALPHARETTA GA 30009
12 258106931610	BROWN MICHAEL J & BROWN SAMANTHA L	1020 KILMINGTON CT	ALPHARETTA GA 30009
12 246206480117	BEARDEN MELBA	3442 CHILDERS RD	ROSWELL GA 30075
12 246206480125	LAFON W COURTNEY & HALL BEVERLY J	1301 BOMBAY LN	ROSWELL GA 30076
12 258106931818	BRIARGATE HOMEOWNERS ASSOC INC	2555 WESTSIDE PKWY #600	ALPHARETTA GA 30004
12 246206480349	STEPHENS HAROLD A & PEGGY	319 CANTON ST	ALPHARETTA GA 30009
12 258106930505	ATLANTA CABLE PARTNERS L P	1 COMCAST CENTER 32ND FL	PHILADELPHIA PA 19103-2838
12 258106930513	CABLE ATLANTA LIMITED	600 CONGRESS AVE	AUSTIN TX 78701-3238
12 258106931628	RING BRIAN K	1030 KILMINGTON CT	ALPHARETTA GA 30004
12 258306940395	MAMMOTH DETAIL SALON INC	255 S MAIN ST	ALPHARETTA GA 30009
12 258306940429	TALLANT PROPERTIES LLC	206 HIDDEN RIVER DR	WOODSTOCK GA 30188
12 258306940783	STAFF TECH INVESTMENTS LLC	221 ROSWELL ST	ALPHARETTA GA 30009
12 246106470028	CITY OF ALPHARETTA	2 SOUTH MAIN ST	ALPHARETTA GA 30004
12 246306480058	VAL KOLPAKOV DDS MD PHD LLC	401 S MAIN ST STE B-1	ALPHARETTA GA 30009-1917
12 246306480066	RAPHAEL PROPERTIES LLC	5165 FIRELIGHT LANE	ALPHARETTA GA 30022
12 246306480082	CUSTOM OCULAR PROSTHETICS INC	401 S MAIN ST SUITE B6	ALPHARETTA GA 30004
12 246306480090	HCNF HOLDINGS LLC	P O BOX 707	ALPHARETTA GA 30004
12 246306480124	CLARK ROBIN JOSHUA	401 S MAIN ST SUITE A5	ALPHARETTA GA 30009
12 246306480132	CLARK ROBIN JOSHUA	401 S MAIN ST SUITE A5	ALPHARETTA GA 30009
12 246306480140	401 SOUTH MAIN REALESTATE LLC	130 GROGANS LNDG	SANDY SPRINGS GA 30350-3113
12 246306480157	401 S MAIN LLC	3475 OAK VALLEY RD UNIT 2930	ATLANTA GA 30326
12 246306480165	CLARK ROBIN JOSHUA	401 S MAIN ST SUITE A5	ALPHARETTA GA 30009
12 246306480173	CLARK ROBIN JOSHUA	401 S MAIN ST SUITE A5	ALPHARETTA GA 30009
12 246306480181	PATEL DHIRAJ A	401 S MAIN ST SUITE A-4	ALPHARETTA GA 30004
12 246306480199	PATEL KAPILA D	5455 CHELSEN WOOD DR	DULUTH GA 30097
12 246306480207	NOVAREAL LLC	2180 SATELLITE BLVD SUITE 400	DULUTH GA 30096
12 246306480215	NOVAREAL LLC	2180 SATELLITE BLVD SUITE 400	DULUTH GA 30096
12 246306480223	ALPHARETTA BUSINESS PROP LLC	114 TOWNPARK DR NW STE 240	KENNESAW GA 30144-5802
12 246306480231	ALPHARETTA BUSINESS PROP LLC	114 TOWNPARK DR NW STE 240	KENNESAW GA 30144-5802
12 246306480249	ALPHARETTA BUSINESS PROP LLC	114 TOWNPARK DR NW SUITE 240	KENNESAW GA 30144-5802
12 246306480256	ALPHARETTA BUSINESS PROP LLC	114 TOWNPARK DR NW SUITE 240	KENNESAW GA 30144-5802
12 246306480264	VMJ PROPERTIES LLC	12185 CLAIRMONTE AVE	ALPHARETTA GA 30009-8314
12 246306480272	VMJ PROPERTIES LLC	12185 CLAIRMONTE AVE	ALPHARETTA GA 30009-8314
12 246306480280	SKT HOLDINGS LLC	14675 TIMBER PT	MILTON GA 30004
12 246306480298	SKT HOLDINGS LLC	14675 TIMBER PT	MILTON GA 30004
12 258306930859	AMANA ACADEMY INC	285 S MAIN ST	ALPHARETTA GA 30009
12 25810693C01			
12 258106930489	STEPHENS HAROLD A & PEGGY	319 CANTON ST	ALPHARETTA GA 30009
12 258106930497	STEPHENS HAROLD A & PEGGY	319 CANTON ST	ALPHARETTA GA 30009
12 258106930612	MC DONALDS CORP	9335 CHANDLER BLUFF	ALPHARETTA GA 30022
12 258106930026	BAPTIST CHURCH	0 ?	? XX 00000

12 258306930834	SOVEREIGN AS LLC	2771 LAWRENCEVILLE HWY SUITE 210	DECATUR GA 30033
12 258306930842	AMANA ACADEMY INC	285 S MAIN ST	ALPHARETTA GA 30009
12 258106930703	L & L REAL ESTATE INC	282 SOUTH MAIN ST # S-D	ALPHARETTA GA 30004
12 258106930695	L & L REAL ESTATE INC	282 SOUTH MAIN ST # S-D	ALPHARETTA GA 30004
12 258106930687	L & L REAL ESTATE INC	282 SOUTH MAIN ST # S-D	ALPHARETTA GA 30004
12 258106930679	L & L REAL ESTATE INC	282 SOUTH MAIN ST # S-D	ALPHARETTA GA 30004
12 258106931149	TIERRA DURA LLC	775 LAKE MIST CV	ALPHARETTA GA 30004-7526
12 258106931172	TIERRA DURA LLC	775 LAKE MIST CV	ALPHARETTA GA 30004
12 258106931156	TIERRA DURA LLC	775 LAKE MIST CV	ALPHARETTA GA 30004
12 258106931164	TIERRA DURA LLC	775 LAKE MIST CV	ALPHARETTA GA 30004
12 258106931180	COUNTRY MANOR HOMES DEVELOPMENT CORP	320 MAXWELL RD	ALPHARETTA GA 30004-2070
12 258106931214	COUNTRY MANOR HOMES DEVELOPMENT CORP	320 MAXWELL RD	ALPHARETTA GA 30004-2070
12 258106931206	COUNTRY MANOR HOMES DEVELOPMENT CORP	320 MAXWELL RD	ALPHARETTA GA 30009
12 258106931230	COUNTRY MANOR HOMES DEVELOPMENT CORP	320 MAXWELL RD	ALPHARETTA GA 30004-2070
12 258106931222	COUNTRY MANOR HOMES DEVELOPMENT CORP	320 MAXWELL RD	ALPHARETTA GA 30004-2070
12 258106931198	COUNTRY MANOR HOMES DEVELOPMENT CORP	320 MAXWELL RD	ALPHARETTA GA 30004-2070
12 258106931248	COUNTRY MANOR HOMES DEVELOPMENT CORP	318 MAXWELL RD	ALPHARETTA GA 30004-2070
12 258106931271	COUNTRY MANOR HOMES DEVELOPMENT CORP	318 MAXWELL RD	ALPHARETTA GA 30004-2070
12 258106931255	COUNTRY MANOR HOMES DEVELOPMENT CORP	318 MAXWELL RD	ALPHARETTA GA 30004-2070
12 258106931263	COUNTRY MANOR HOMES DEVELOPMENT CORP	318 MAXWELL RD	ALPHARETTA GA 30004-2070
12 258106931289	COUNTRY MANOR HOMES DEVELOPMENT CORP	318 MAXWELL RD	ALPHARETTA GA 30004-2070



May 20, 2019

Dear Property Owner,

We have filed a Public Hearing Application with the City of Alpharetta for consideration of a variance from the downtown development requirements requiring the building be located at the back edge of the sidewalk with no parking between the building and the street. The intent of the variance is to allow North Fulton Compounding Pharmacy to (re)use the site in its' existing condition (parking, landscaping, etc.) while constructing the new building in the location of the former building utilizing the remaining concrete slab. The property is located at 305 Main Street, Alpharetta, GA 30009.

The Case # is V-19-05. This item will be considered by the City Council on Monday, June 17th in Council Chambers at City Hall at 6:30 p.m.

If you have any questions, please reach out to us at 404-863-8292.

Sincerely,
Josh and Tarva Morgan
North Fulton Compounding Pharmacy

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

COMMUNITY DEVELOPMENT DEPARTMENT

2 PARK PLAZA

ALPHARETTA, GA 30009

V-19-05

NORTH FULTON COMPOUNDING PHARMACY FOR OFFICE USE ONLY

Case #: _____

☐ Fee Paid Initial: _____

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: **Josh & Tarva Morgan - C&G Land, LLC**

Telephone: **404-863-8292**

Address: **765 Mount Oglethorpe Trail**

Suite: **770-809-5048**

City: **Alpharetta**

State: **GA**

Zip: **30002**

Fax: _____

Mobile Tel: **404-863-8292**

Email: **tarva@northfultonrx.com**

Subject Property Information:

Address: **305 Main Street, Alpharetta, GA 30009**

Current Zoning: **C-2**

District: **1st**

Section: **2nd**

Land Lot: **693**

Parcel ID: **12 258106930612**

Proposed Zoning: **C-2**

Current Use: **Vacant Mcdonalds Fast Food Restaurant**

This Application For (Check All That Apply):

☐ Conditional Use

☐ Master Plan Amendment

☐ Exception

☐ Rezoning

☐ Master Plan Review

☒ Variance

☐ Public Hearing

☐ Comprehensive Plan Amendment

☐ Other (Specify): _____

4/1/19

APPLICANT REQUEST AND INTENT

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

The proposed use of the property is for business use including a new location for North Fulton Compounding Pharmacy. The site was previously used as a McDonald's restaurant with a drive-through fronting the street that closed at the end of 2017. Last year the vacant building burned and is no longer safe for occupancy.

Applicant's Request (Please itemize the proposal):

The Applicant is requesting a variance from the downtown development requirements requiring the building be located at the back edge of the sidewalk with no parking between the building and the street.

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

The intent of the variance is to allow the new property owner to (re)use the site in its' existing condition (parking, landscaping, etc.) while constructing the new building in the location of the former building utilizing the remaining concrete slab. The applicant has met with the city and is willing to remove a portion of the existing paving/parking and replace it with new sidewalk and additional landscaping.

4/1/19

NORTH FULTON COMPOUNDING PHARMACY
PROPERTY OWNER AUTHORIZATION**Property Owner Information:**Contact Name: Nancy Dittmeier, National Excess Property SupervisorTelephone: 781-801-3966Address: 110 N. Carpenter Street

Suite: _____

City ChicagoState: ILZip: 606072101**Authorization:**

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

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

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

Identify Authorized Applicant:Name of Authorized Applicant: Josh & Tarva Morgan - C&G Land, LLCTelephone: 404-863-8292Address: 765 Mount Oglethorpe Trail

Suite: _____

City AlpharettaState: GAZip: 30022**So Sworn and Attested:**

Owner Signature: _____

Date: 3/4/19**Notary:**

Notary Signature: _____

Date: 3/4/19

OFFICIAL SEAL
PATRICIA HENSLEY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 07/28/20

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: **Josh and Tarva Morgan - C&G Land, LLC**

Subject Public Hearing Case: **305 Main Street, Alpharetta, GA 30009**

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: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

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

Signature: _____

Date: **3-29-19**

4/11/19

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

The proposal is to allow the property owner to use the site in its' existing condition which remain compatible with the surrounding properties.

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

The use of the surrounding properties should be unaffected. The site has been vacant and new use generates far less traffic than the former restaurant. Also, the new building to be constructed on the site will be far more attractive than the former drive-through restaurant.

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

Yes. The use will be to provide a location for an existing local business seeking to grow their business and better serve their existing customer base.

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

There would be a decrease in traffic from the original restaurant use.

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

There should be no impact on either.

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

The site is zoned C-2 within the Downtown district and is compatible with the future land use map.

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

The Downtown overlay was applied to this site after it was originally developed which now prevents the rebuilding of a building in the former location.

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.

N/A

4/1/19

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.

The conditions are; the subject is an existing property and the new owner is required to build a new building due to the fire. However, the new owner does not want to redevelop the entire site just to reconstruct a building matching the former building footprint.

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

Yes. They would require a redevelopment of the entire site just to reconstruct a building.

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

Yes. The existing site pre-dated the Downtown zoning so it was not developed to those standards.

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.

No. Relief would allow for the construction of a new building where the prior building burned. It would also replace the dated chain restaurant building with a new office-type building designed to Downtown zoning requirements.

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.

N/A

4/1/19

NORTH EULTON COMPOUNDING PHARMACY 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: North Fulton Compounding Pharmacy - New Use for Prior Vacant McDonald's Building

Contact Name: Josh & Tarva Morgan - C&G Land, LLC Telephone: 404-863-8292

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.

Please see the following pages

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 <i>(Please Specify)</i> _____ |

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.

In the letter mailed to all adjoining property owners we will supply our email, phone and mailing address so they may contact us with any questions or concerns.

4/1/19

NORTH FULTON COMPOUNDING PHARMACY

Parcel ID	Company Name	Address	City, State, Zip
12 246206480109	ACL GROUP LLC	2345 HOPEWELL PLANTATION DR	ALPHARETTA GA 30004
12 246206480331	STEPHENS HAROLD A & PEGGY	319 CANTON ST	ALPHARETTA GA 30009
12 258106930125	TREGO KIMBERLY CANTRELL	11290 HOUZE RD	ROSWELL GA 30076
12 258106930133	SOLARES AMILCAR	370 BRADY PL	ALPHARETTA GA 30004
12 258106930141	STEPHENS HAROLD A & PEGGY R	319 CANTON ST	ALPHARETTA GA 30009
12 258106930158	MC MANUS IMAGINATION STUDIO INC	350 BRADY PL	ALPHARETTA GA 30004
12 258106930166	VORCO 372 LLC	3175 RIVER EXCHGE DR APT 401	NORCROSS GA 30092
12 258106930174	BOUND UPWARD LLC	60 LAKESHORE DR	DULUTH GA 30096
12 258106930182	BOUND UPWARD LLC	60 LAKESHORE DR	DULUTH GA 30096-3026
12 258106930273	ST JAMES TRUST	6435 COLEBRIDGE RD	ATLANTA GA 30328
12 258106930364	DIMPAL ENTERPRISES INC	280 SOUTH MAIN ST	ALPHARETTA GA 30004
12 258106930448	BOUND UPWARD LLC	60 LAKESHORE DR	DULUTH GA 30096
12 258106930455	BOUND UPWARD LLC	60 LAKESHORE DR	DULUTH GA 30096
12 258106930463	JAVIDTAJRISHI SOHLIA & ASGARI JALAL	4750 WEST FOREST PEAK	MARIETTA GA 30066
12 258106930471	JAVIDTAJRISHI SOHLIA & ASGARI JALAL	4750 WEST FOREST PEAK	MARIETTA GA 30066
12 258106930596	LAMP & SHADE CITY LIGHTING LLC	300 S MAIN ST	ALPHARETTA GA 30009
12 258106930653	ALSTON CLINTON M & FRANCES B	1000 APPLEWOOD DR #219	ROSWELL GA 30076-1376
12 258306930826	ATB ALPHARETTA LLC	P.O. BOX 709	TUPELO MS 38802
12 258106931594	NUBER MARGARET A	1000 KILMINGTON CT	ALPHARETTA GA 30004
12 258106931602	FAMILY TRUST OF KAREN SHELBY DOHM THE	1010 KILMINGTON CT	ALPHARETTA GA 30009
12 258106931610	BROWN MICHAEL J & BROWN SAMANTHA L	1020 KILMINGTON CT	ALPHARETTA GA 30009
12 246206480117	BEARDEN MELBA	3442 CHILDERS RD	ROSWELL GA 30075
12 246206480125	LAFON W COURTNEY & HALL BEVERLY J	1301 BOMBAY LN	ROSWELL GA 30076
12 258106931818	BRIARGATE HOMEOWNERS ASSOC INC	2555 WESTSIDE PKWY #600	ALPHARETTA GA 30004
12 246206480349	STEPHENS HAROLD A & PEGGY	319 CANTON ST	ALPHARETTA GA 30009
12 258106930505	ATLANTA CABLE PARTNERS L P	1 COMCAST CENTER 32ND FL	PHILADELPHIA PA 19103-2838
12 258106930513	CABLE ATLANTA LIMITED	600 CONGRESS AVE	AUSTIN TX 78701-3238
12 258106931628	RING BRIAN K	1030 KILMINGTON CT	ALPHARETTA GA 30004
12 258306940395	MAMMOTH DETAIL SALON INC	255 S MAIN ST	ALPHARETTA GA 30009
12 258306940429	TALLANT PROPERTIES LLC	206 HIDDEN RIVER DR	WOODSTOCK GA 30188
12 258306940783	STAFF TECH INVESTMENTS LLC	221 ROSWELL ST	ALPHARETTA GA 30009
12 246106470028	CITY OF ALPHARETTA	2 SOUTH MAIN ST	ALPHARETTA GA 30004
12 246306480058	VAL KOLPAKOV DDS MD PHD LLC	401 S MAIN ST STE B-1	ALPHARETTA GA 30009-1917
12 246306480066	RAPHAEL PROPERTIES LLC	5165 FIRELIGHT LANE	ALPHARETTA GA 30022
12 246306480082	CUSTOM OCULAR PROSTHETICS INC	401 S MAIN ST SUITE B6	ALPHARETTA GA 30004
12 246306480090	HCNF HOLDINGS LLC	P O BOX 707	ALPHARETTA GA 30004
12 246306480124	CLARK ROBIN JOSHUA	401 S MAIN ST SUITE A5	ALPHARETTA GA 30009
12 246306480132	CLARK ROBIN JOSHUA	401 S MAIN ST SUITE A5	ALPHARETTA GA 30009
12 246306480140	401 SOUTH MAIN REALESTATE LLC	130 GROGANS LNDG	SANDY SPRINGS GA 30350-3113
12 246306480157	401 S MAIN LLC	3475 OAK VALLEY RD UNIT 2930	ATLANTA GA 30326
12 246306480165	CLARK ROBIN JOSHUA	401 S MAIN ST SUITE A5	ALPHARETTA GA 30009
12 246306480173	CLARK ROBIN JOSHUA	401 S MAIN ST SUITE A5	ALPHARETTA GA 30009
12 246306480181	PATEL DHIRAJ A	401 S MAIN ST SUITE A-4	ALPHARETTA GA 30004
12 246306480199	PATEL KAPILA D	5455 CHELSEN WOOD DR	DULUTH GA 30097
12 246306480207	NOVAREAL LLC	2180 SATELLITE BLVD SUITE 400	DULUTH GA 30096
12 246306480215	NOVAREAL LLC	2180 SATELLITE BLVD SUITE 400	DULUTH GA 30096
12 246306480223	ALPHARETTA BUSINESS PROP LLC	114 TOWNPARK DR NW STE 240	KENNESAW GA 30144-5802
12 246306480231	ALPHARETTA BUSINESS PROP LLC	114 TOWNPARK DR NW STE 240	KENNESAW GA 30144-5802
12 246306480249	ALPHARETTA BUSINESS PROP LLC	114 TOWNPARK DR NW SUITE 240	KENNESAW GA 30144-5802
12 246306480256	ALPHARETTA BUSINESS PROP LLC	114 TOWNPARK DR NW SUITE 240	KENNESAW GA 30144-5802
12 246306480264	VMJ PROPERTIES LLC	12185 CLAIRMONTE AVE	ALPHARETTA GA 30009-8314
12 246306480272	VMJ PROPERTIES LLC	12185 CLAIRMONTE AVE	ALPHARETTA GA 30009-8314
12 246306480280	SKT HOLDINGS LLC	14675 TIMBER PT	MILTON GA 30004
12 246306480298	SKT HOLDINGS LLC	14675 TIMBER PT	MILTON GA 30004
12 258306930859	AMANA ACADEMY INC	285 S MAIN ST	ALPHARETTA GA 30009
12 25810693C01			
12 258106930489	STEPHENS HAROLD A & PEGGY	319 CANTON ST	ALPHARETTA GA 30009
12 258106930497	STEPHENS HAROLD A & PEGGY	319 CANTON ST	ALPHARETTA GA 30009
12 258106930612	MC DONALDS CORP	9335 CHANDLER BLUFF	ALPHARETTA GA 30022
12 258106930026	BAPTIST CHURCH	0 ?	? XX 00000

4/1/19

12 258306930834	SOVEREIGN AS LLC	2771 LAWRENCEVILLE HWY SUITE 210	DECATUR GA 30033
12 258306930842	AMANA ACADEMY INC	285 S MAIN ST	ALPHARETTA GA 30009
12 258106930703	L & L REAL ESTATE INC	282 SOUTH MAIN ST # S-D	ALPHARETTA GA 30004
12 258106930695	L & L REAL ESTATE INC	282 SOUTH MAIN ST # S-D	ALPHARETTA GA 30004
12 258106930687	L & L REAL ESTATE INC	282 SOUTH MAIN ST # S-D	ALPHARETTA GA 30004
12 258106930679	L & L REAL ESTATE INC	282 SOUTH MAIN ST # S-D	ALPHARETTA GA 30004
12 258106931149	TIERRA DURA LLC	775 LAKE MIST CV	ALPHARETTA GA 30004-7526
12 258106931172	TIERRA DURA LLC	775 LAKE MIST CV	ALPHARETTA GA 30004
12 258106931156	TIERRA DURA LLC	775 LAKE MIST CV	ALPHARETTA GA 30004
12 258106931164	TIERRA DURA LLC	775 LAKE MIST CV	ALPHARETTA GA 30004
12 258106931180	COUNTRY MANOR HOMES DEVELOPMENT CORP	320 MAXWELL RD	ALPHARETTA GA 30004-2070
12 258106931214	COUNTRY MANOR HOMES DEVELOPMENT CORP	320 MAXWELL RD	ALPHARETTA GA 30004-2070
12 258106931206	COUNTRY MANOR HOMES DEVELOPMENT CORP	320 MAXWELL RD	ALPHARETTA GA 30009
12 258106931230	COUNTRY MANOR HOMES DEVELOPMENT CORP	320 MAXWELL RD	ALPHARETTA GA 30004-2070
12 258106931222	COUNTRY MANOR HOMES DEVELOPMENT CORP	320 MAXWELL RD	ALPHARETTA GA 30004-2070
12 258106931198	COUNTRY MANOR HOMES DEVELOPMENT CORP	320 MAXWELL RD	ALPHARETTA GA 30004-2070
12 258106931248	COUNTRY MANOR HOMES DEVELOPMENT CORP	318 MAXWELL RD	ALPHARETTA GA 30004-2070
12 258106931271	COUNTRY MANOR HOMES DEVELOPMENT CORP	318 MAXWELL RD	ALPHARETTA GA 30004-2070
12 258106931255	COUNTRY MANOR HOMES DEVELOPMENT CORP	318 MAXWELL RD	ALPHARETTA GA 30004-2070
12 258106931263	COUNTRY MANOR HOMES DEVELOPMENT CORP	318 MAXWELL RD	ALPHARETTA GA 30004-2070
12 258106931289	COUNTRY MANOR HOMES DEVELOPMENT CORP	318 MAXWELL RD	ALPHARETTA GA 30004-2070



**NORTH FULTON
COMPOUNDING
PHARMACY**
305 SOUTH MAIN STREET
ALPHARETTA, GEORGIA 30005

**NORTH FULTON
COMPOUNDING
PHARMACY**
305 SOUTH MAIN STREET
ALPHARETTA, GEORGIA 30005

PLACE MAKER DESIGN
1000 CIRCLE 75 PARKWAY
SUITE 400
ATLANTA, GEORGIA 30339
404.549.4499

SHEET TITLE

SITE
PLAN

SHEET # **A1.0**



HIGHWAY 19
SOUTH MAIN STREET

AC - ARC
AC - ACCESS
ACC - ACCESS EASEMENT
AGL - ATLANTA GAS LIGHT COMPANY
AL - ALUMINUM
BB - BOTTOM OF BANK
BC - BACK OF CURB
BCE - BUILDING MARK
BFE - BASE FLOOD ELEVATION
BFL - BUILDING FOOT BACK LINE
BM - BENCHMARK
BPF - BLUE PIN FLAG
BPL - BLUE PANT MARK
BS - BOTTOM OF SLOPE
BSO - BELL SOUTH TELEPHONE CO.
BSOCM - BELL SOUTH CABLE MARK
BSOIM - BELL SOUTH MANHOLE
BT - BOTTOM OF TIE
BW - BARBED WIRE
C - CATCH BASIN
CCA - CORNER CONCRETE APRON
CCO - CORNER CONCRETE CURB
CL - CENTERLINE
CL - CENTERLINE
CMF - CONCRETE MONUMENT FOUND
CMP - CORRUGATED METAL PIPE
CNC - CHAIN OR CHAIN
COMM - COMMUNICATION
CON - CONCRETE
CTV - CABLE TELEVISION
CW - CONCRETE WALK
CWB - CURED BOX
DE - DRAINAGE EASEMENT
DF - DUCTILE IRON PIPE
DNR - DEPT OF NATURAL RESOURCES
DNMS - DNR MONUMENT SET
DR - DRIVE
ED - ELECTRIC BOX
EMC - ELECTRIC MEMBERSHIP CORP.
EVE - EVIDENCE
F - FACE OF PAVEMENT
FC - FENCE CORNER
FDC - FIRE DEPARTMENT CONNECTION
FDR - FINISHED CURB ELEVATION
FH - FIRE HYDRANT
FHC - FIRE HYDRANT CONNECTION
FOM - FIRE OFFICE CABLE MARKER
FP - FENCE POST
FPL - FLAG POLE
GLMP - GAS LINE MARKER POST
GS - GAS METER
GP - GAS POST
GP - GUY POLE
GPC - GEORGIA POWER COMPANY
GR - GUARD RAIL
GS - GAS VALVE
GW - GUY WIRE
HDPE - HIGH DENSITY POLYETHYLENE
HMC - HANDICAP PARKING SPACE
HVP - HIGH VOLTAGE POWER LINE
ICV - IRRIGATION CONTROL VALVE
IN - INVERT
IP - IRON PIN FOUND
JP - IRON PIN PLACED 12' RB W/ CAP
JF - INTERMEDIATE REGIONAL FLOOD
JB - JUNCTION BOX

LL - CURVE TO THE LEFT
LA - LIMIT OF ACCESS
LC - LENGTH OF CURB
LLL - LAND LOT LINE
LPL - LAND POST LOCATED POLE
LS - LANDSCAPED AREA
MB - MAILBOX
ME - MINIMUM FLOOR ELEVATION
MFN - METROMEDIA FIRE NETWORK
MM - MANHOLE
MNP - MAG NAIL PLACED
MW - MONITORING WELL
NF - NAIL FOUND
NF - NOW OR FORMERLY
NPP - NAIL POST LOCATED STRUCTURE
OPF - ORANGE PIN FLAG
OPR - ORANGE PAPER PIPE
P - POWER LINE
P - PLAT BOOK
PB - PAPER BOX
PG - PAGES
PI - POINT INDICATOR VALVE
PL - PROPERTY LINE
POB - POINT OF BEGINNING
POC - POINT OF COMMENCING
PM - POWER METER
PP - POWER POLE
PS - PARKING SPACE
PVC - POLY VINYL CHLORIDE PIPE
R - RADIUS
(R) - CURVE TO THE RIGHT
RB - REBAR
RCF - REINFORCED CONCRETE PIPE
REF - RETAINING FENCE
RPM - RED PAINT MARK
RR - RAILROAD
RF - RETAINING FENCE
RW - RIGHT OF WAY
S - SQUARE FEET
SG - SERVICE POLE
SR - SOLID ROD
SS - SANITARY SEWER
SSE - SANITARY SEWER EASEMENT
SW - SIDEWALK
T - TELEPHONE LINE
TB - TRAFFIC SIGNAL BOX
T - TRENCH DRAIN
TBM - TEMPORARY BENCHMARK
TC - TOP OF CURB
TIP - TOP OF WAY
TP - TRAFFIC POLE
TSP - TELEPHONE SIGN
TS - TRAFFIC SIGNAL
TSI - TRAFFIC SIGN
TSP - TOP OF WAY
TW - TEST WELL
UG - UNDERGROUND
VB - VALVE BOX
VMP - VALVE MARKER POST
W - WATER LINE
WF - WETLAND FLAG
WIF - WETLAND FENCE
WM - WATER METER
WV - WATER VALVE
X - CORNER
Y - YARD INLET
Y - YELLOW PIN FLAG
YPM - YELLOW PANT MARK

[illegible]

1. THE DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES.

2. THIS SURVEY IS PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED IN THE CERTIFICATION HEREON. SAID CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED ENTITIES WITHOUT AN EXPRESSED RECERTIFICATION BY THE SURVEYOR NAMED SAID ENTITIES.

3. ABOVE GROUND UTILITY LOCATIONS WERE OBTAINED FROM FIELD OBSERVATIONS. BUREAU OF MINING AND RESEARCHED UNDERGROUND UTILITY LOCATIONS INFORMATION SHOWN HEREON REGARDING THE EXISTENCE, SIZE, TYPE AND LOCATION OF UNDERGROUND UTILITIES IS BASED ON MARKINGS IN THE FIELD AND INFORMATION FURNISHED BY OTHERS AND WATTS & BROWNING ENGINEERS IS UNABLE TO CERTIFY THE ACCURACY OF THIS INFORMATION. INDICATED LOCATIONS SHOULD BE CONFIRMED IN THE FIELD WITH UTILITY COMPANIES PRIOR TO PROCEEDING WITH PLANNING, DESIGN OR CONSTRUCTION.

4. AT THE TIME OF THIS SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF HUMAN BURIALS OR CEMETERIES.

5. THIS SURVEY SHOWN HEREON WAS PREPARED WITHOUT THE BENEFIT OF ANY ABSTRACT OF TITLE; THEREFORE WATTS & BROWNING ENGINEERS, INC. MAKE NO GUARANTEES OR REPRESENTATIONS REGARDING INFORMATION SHOWN HEREON REGARDING THE EXISTENCE, SIZE, TYPE AND LOCATION OF ANY BURIALS, RESERVATIONS, AND OTHER SIMILAR MATTERS. THE EASEMENTS AND AGREEMENTS SHOWN HEREON WERE FOUND DURING NORMAL RESEARCH BY THIS FIRM.

6. ANY DEPICTION OF GROUNDWATER FEATURES (RIVERS, STREAMS, CREEKS, SPRINGS, DITCHES, POND, LAKES), NATURAL OR OTHERWISE, SHOWN ON THIS SURVEY ARE MERELY OBSERVATIONS AT THE TIME OF THE SURVEY AND NOT A STATEMENT AS TO THE EXISTENCE OR NON-EXISTENCE OF SUCH FEATURES. WATTS & BROWNING ENGINEERS, INC. SURVEY PERSONNEL ARE NOT ENVIRONMENTAL PROFESSIONALS. WATTS & BROWNING ENGINEERS, INC. OFFERS NO CERTIFICATION AS TO EXISTENCE OR NON-EXISTENCE OF ANY GROUNDWATER FEATURE OR ENVIRONMENTALLY SENSITIVE AREAS ON OR NEAR THE SUBJECT PROPERTY AS MAY BE DEFINED BY FEDERAL, STATE OR LOCAL GOVERNMENTAL REGULATIONS. PRIOR TO PLANNING OR CONSTRUCTION, AN ENVIRONMENTAL PROFESSIONAL SHOULD BE CONSULTED TO DETERMINE IF THE SUBJECT PROPERTY MAY, OR MAY NOT, BE AFFECTED BY ENVIRONMENTAL ISSUES.

1. LIMITED WARRANTY DEED: ALPHARETTA SQUARE JOINT VENTURE, A GEORGIA JOINT VENTURE PARTNERSHIP COMPOSED OF MORRIS REAL ESTATE CONSULTANTS, INC., M. MORRIS, JR. AND THOMAS OGLETTREE TO McDONALD'S CORPORATION, DATED JULY 28, 1987 AND RECORDED AUGUST 3, 1987 IN DEED BOOK 19893, PAGE 406 FULTON COUNTY RECORDS.

2. PLAT: LOT SPLIT PLAT ALPHARETTA SQUARE, LOCATED IN LAND LOTS 693 AND 694, 1ST DISTRICT, 2ND SECTION, CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA, PREPARED BY WATTS & BROWNING ENGINEERS, INC.; UPDATED DRAFTED 01/19/2016 LAST REVISED 02/16/2016 AND RECORDED 02/25/2016 IN PLAT BOOK 387, PAGE 57 FULTON COUNTY RECORDS. (JOB # 160102)

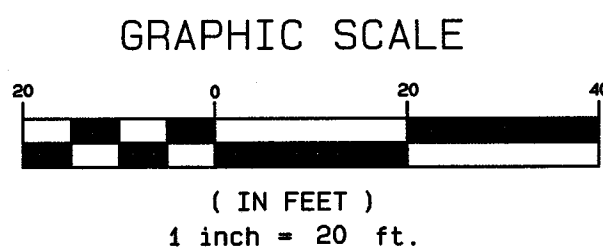
3. PLAT: AS-BUILT SURVEY FOR REAL ESTATE CONSULTANTS, INC. ET AL, LOCATED IN LAND LOTS 693 AND 694, 1ST DISTRICT, 2ND SECTION, FULTON COUNTY, GEORGIA, PREPARED BY WATTS & BROWNING ENGINEERS, INC.; DATED APRIL 4, 1988 AND LAST REVISED SEPTEMBER 27, 1989.

4. PLAT: AS-BUILT SURVEY FOR DANIEL B. COWART ET AL, LOCATED IN LAND LOTS 693 AND 694, 1ST DISTRICT, 2ND SECTION, FULTON COUNTY, GEORGIA; PREPARED BY WATTS & BROWNING ENGINEERS, INC.; DATED MAY 9, 1996 AND LAST REVISED AUGUST 28, 1996.

5. PLAT: SURVEY FOR McDONALD'S CORPORATION, LOCATED IN LAND LOT 693, 1ST DISTRICT, 2ND SECTION, FULTON COUNTY, GEORGIA, PREPARED BY WATTS & BROWNING ENGINEERS, INC.; DATED APRIL 11, 1987; LAST REVISED APRIL 21, 1987. (JOB #870402)

6. PLAT: ALTPANCS LAND TITLE BOUNDARY SURVEY FOR ALLIANCE ENGINEERING & PLANNING, LLC & TRINITY TITLE INSURANCE AGENCY, INC., LOCATED IN LOCATED IN LAND LOT 693, 1ST DISTRICT, 2ND SECTION, CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA, PREPARED BY BARTON SURVEYING, INC.; DATED NOVEMBER 13, 2018 AND LAST REVISED NOVEMBER 12, 2018.

THE FLOOD LINE, IF SHOWN, IS APPROXIMATE AND THE ACTUAL LIMITS OF FLOOD LINE BASED ON PUBLISHED ELEVATIONS MAY EXTEND BEYOND THOSE SHOWN HEREON.



THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SURVIVOR OR CREATE A NEW PARCEL, OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. 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 15-5-67.

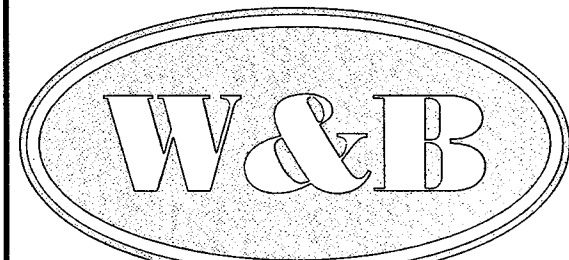
DATE 02/13/2019

VIRGIL T. HAMMOND
 GEORGIA REGISTERED LAND SURVEYOR NUMBER 2554

A LEICA TS06+ TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT

VIRGIL T. HAMMOND
GEORGIA REGISTERED LAND SURVEYOR NUMBER 2554

BOUNDARY SURVEY FOR
C&G LAND, LLC
LOCATED IN
LAND LOT 693
DISTRICT, 2ND SECTION
CITY OF ALPHARETTA
COUNTY, GEORGIA

[illegible]

WATTS & BROWNING ENGINEERS, INC.
CIVIL ENGINEERS & LAND SURVEYORS
1180 BELLS FERRY ROAD
MARIETTA, GEORGIA 30066-6030
PHONE: (678) 324-6192
FAX: (770) 694-6870
WWW.WBENGR.COM
LSF000429 ~ PEF000714

SCALE:	1" = 20'
DATE SURVEYED:	02/13/2019
DATE UPDATED:	N/A
SURVEYED BY:	AMT
DATE DRAFTED:	02/18/2019
UPDATE DRAFTED:	N/A
DRAWN BY:	AMCM
CHECKED BY:	JMH
FIELD BOOK #:	2691
JOB NUMBER:	190203
FOLDER NUMBER:	190203
COSO FILE:	N/A
DISC FILE:	190203
CONTRACT/L/D/S:	FULTON/699/1/2
PLAT FILE:	B



REV #	DATE	DESCRIPTION

NORTH FULTON
COMPOUNDING
PHARMACY

3035 SOUTH MAIN STREET
ALPHARETTA, GEORGIA 30005

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PLACE MAKER DESIGN
1000 CIRCLE 75 PARKWAY
SUITE 400
ATLANTA, GEORGIA 30339
404.549.4499

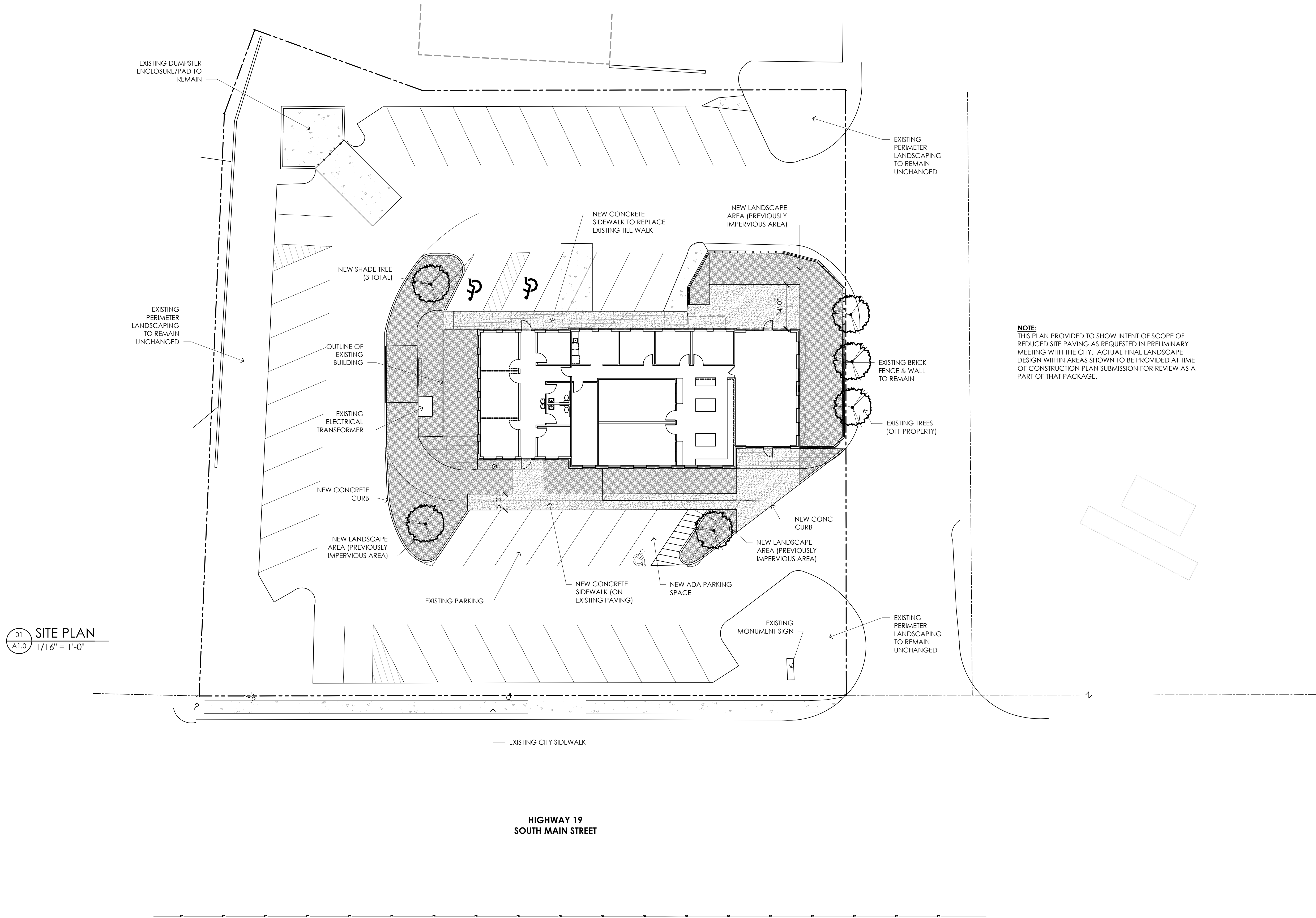
ISSUE DATE	03/29/19
DRAWN BY	TMV
CHECKED BY	TMV
PHD PROJ. #	19001

SHEET TITLE

SITE
PLAN

SHEET #

A1.0





City Council Meeting & Public Hearing STAFF REPORT

Submitting Department: Community Development

Submitted By:

Sponsored By:

Meeting Date: June 17, 2019

I. AGENDA ITEM TITLE: PH-19-04 EDISON DRIVE ROAD ABANDONMENT/CHANGE OF CONDITION
CONSIDERATION OF A CHANGE TO A PREVIOUS CONDITION OF ZONING RELATED TO A ROAD ABANDONMENT TO REMOVE A REQUIREMENT TO CONSTRUCT A ROUNDABOUT AT THE END OF EDISON DRIVE. 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:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:

Edison Dr Road Abandonment CC Staff Report Final June 17 2019, CC Summary PH-18-10 Edison Road Abandonment, Citizen Participation Parts B - The Edison PH-19-04 2019-05-29, Edison PH-19-04 Property Owner Letter 2019-05-29 Revised, Complete Application Edison Dr.



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT

SUBMITTED BY: KATHI COOK

DRAFTED BY: MICHAEL WOODMAN

I. AGENDA ITEM TITLE: PH-19-04 EDISON DRIVE CHANGE TO COUNCIL CONDITION

CITY COUNCIL:

JUNE 17, 2019

II. RECOMMENDATION:

Approve PH-19-04 EDISON DRIVE change to Council condition with the following condition:

1. Additional right-of-way needed for a future round-a-bout shall be dedicated by the applicant to the City at the intersection of Edison Drive and the ATT drive to facilitate future improvements. Improvements may include the construction of a roundabout if required by future developments or public transportation improvements.

III. REPORT IN BRIEF:

The applicant, Joe McGorrey, requests removal of a previous condition of Council requiring the construction of a roundabout at the existing intersection with ATT's drive. They do propose to dedicate additional needed right of way to the City in case future improvements are needed. The applicant proposes to build a new roundabout on the applicant's property in conjunction with the Edison at Alpharetta loft office development.

DISCUSSION

A setback variance was granted to the applicant in October 2018. A condition of zoning required the applicant to build a roundabout at the intersection of AT&T's entrance and Edison Drive. Since that approval the applicant obtained an estimate of \$500,00 for the construction of which 50% was eligible for impact fee credits. Because the area does not experience significant traffic the applicant is requesting consideration of removing the requirement and any request for impact fee credits from the City.

The applicant shows a new roundabout internal to the site that would be open for public access but maintained by the applicant and is not eligible for impact fee credits.

CONCURRENCES

According to the City's Transportation Engineer, a roundabout is not required at the intersection of AT&T and Edison at this time. Traffic volumes are low, and a better future connection would be an extension to Dryden Road which would allow access to a future traffic signal being installed by Windward Park on North Point Parkway (see exhibit below). However, there is no timeline for the connection.



IV. ATTACHMENTS:

- Survey & Legal Description
- Edison at Alpharetta Site Plan

CITY COUNCIL AGENDA ACTION SUMMARY

Public Hearing Date: October 15, 2018

PH-18-10 Edison Road Abandonment

Motion: Richard
Second: Binder, with Friendly Amendment
Approve: 7-0



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

- ❖ Council Member Richard offered a motion to 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.
- ☐ The motion received a second from Council Member Binder with a friendly amendment that impact fees shall be given for a proportionate share of the roundabout construction cost as suggested by staff and City Attorney with final approval by Council. Maximum credits shall not exceed 50% of the overall cost.
- ☐ Accepted by Richard
- ☐ The motion was approved unanimously 7-0

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: **The Edison - PH-09-04**

Contact Name: **Brad Kaaber**

Telephone: **770.436.3400**

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.

None received to date.

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: **Bradleigh H. Kaaber**

Digitally signed by Bradleigh H. Kaaber
DN: C=US, E=bkaaber@tpa-grp.com, O=TPA Group,
CN=Bradleigh H. Kaaber
Date: 2019.05.29 16:01:17-04'00'

Date: **5/29/19**

Print Form

May 29, 2019

Dear Property Owner,

We have filed a Public Hearing Application with the City of Alpharetta. In October of 2018, the City granted a front setback variance. One condition of the variance requires the construction of a roundabout (aka traffic circle) at the southern end of Edison Drive, in place of the existing cul-de-sac. Our Public Hearing Application is for the City's consideration to waive the condition requiring construction of the roundabout. The property is located at 5 Edison Drive.

The Case # is PH-19-04. This item will be considered by the City Council on Monday, June 17, 2019 in Council Chambers at City Hall at 6:30 p.m.

If you have any questions, please reach out to us at 770-436-3400 or by email at bkaaber@tpa-grp.com.

Sincerely,

Bradleigh Kaaber
TPA Group
1776 Peachtree Street, NW
Suite 100
Atlanta, GA 30309

5/29/19

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

Edison Dr. Change to Council Condition

PH-19-04

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: Brad Kaaber Telephone: 770.436.3409

Address: 1776 Peachtree Street, NW Suite: 100

City: Atlanta State: GA Zip: 30309 Fax: _____

Mobile Tel: 239.247.3922 Email: bkaaber@tpa-grp.com

Subject Property Information:

Address: Edison Drive Current Zoning: CUP

District: 2nd Section: 1st Land Lot: 1176 Parcel ID: 21 550011760139

Proposed Zoning: CUP Current Use: Office

This Application For (Check All That Apply):

- | | | |
|---|---|------------------------------------|
| ☐ Conditional Use | ☐ Master Plan Amendment | ☐ Exception |
| ☐ Rezoning | ☐ Master Plan Review | |
| ☐ Variance | ☒ Public Hearing | |
| ☐ Comprehensive Plan Amendment | ☒ Other (Specify): <u>Reconsideration of Previous Condition</u> | |

5/29/19

Edison Dr. Change to Council Condition APPLICANT REQUEST AND INTENT

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

The property is partially developed as an office park with the second half (Phase 2) of the park under construction.

Applicant's Request (Please itemize the proposal):

In 2018, the Applicant requested the abandonment of a small portion of Edison Drive right-of-way. During the hearing on October 15, 2018, the City of Alpharetta denied the abandonment request and granted a front building setback variance with three 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.
3. Impact fees shall be given for a proportionate share of the roundabout construction cost as suggested by staff and City Attorney with final approval by Council. Maximum credits shall not exceed 50% of the overall cost.

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

In accordance with Condition #3, the Applicant has presented the anticipated costs associated with the roundabout to Staff for review and consideration. Given the magnitude of cost the Applicant respectfully requests that City Council reconsider Condition #2. It is the Applicant's belief that impact fee credits could be more effectively used in other areas of the City. Therefore, the Applicant would respectfully request the following amendment to Condition #2:

2. Additional right-of-way shall be dedicated by the Applicant to the City of Alpharetta at the intersection of Edison Drive and the ATT drive to facilitate future improvements, that may include the construction of a roundabout, if required by future developments or public transportation improvements.

5/29/19

PH-19-04

Edison Dr. Change to Council Condition

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Windward Creative, LP Telephone: 770.436.3400Address: 1776 Peachtree Street, NW Suite: 100City Atlanta State: GA Zip: 30309

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 Public Hearing for Reconsideration of a Condition to a Front Setback Variance |

Identify Authorized Applicant:

Name of Authorized Applicant: Brad Kaaber Telephone: 770.436.3400Address: 1776 Peachtree Street, NW Suite: _____City Atlanta State: GA Zip: 30309

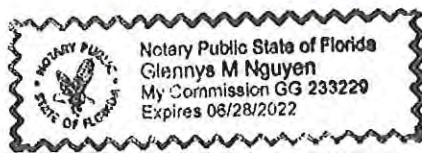
So Sworn and Attested:

Owner Signature: Bradleigh H. Kaaber

Digitally signed by Bradleigh H. Kaaber
DN: C=US, E=bkaaber@tpa-grp.com, O=TPA Group,
CN=Bradleigh H. Kaaber
Date: 2019.05.23 21:48:35-04'00'

Date: _____

Notary:

Notary Signature: Glennys Morada NguyenDate: 5/28/19

5/29/19

Edison Dr. Change to Council Condition
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: Windward Creative, LP

Subject Public Hearing Case: Edison Drive Setback Variance - Reconsideration of Condition

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: None Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

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

Signature: _____

Date: _____

DIRECTION

-2.390.29' TO R/W

POB

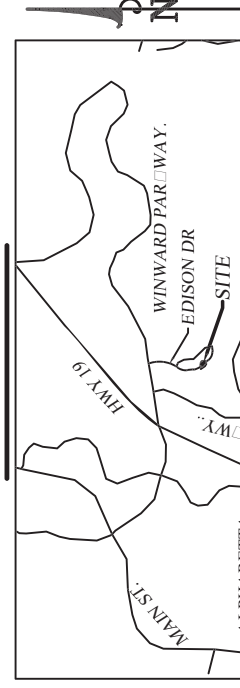
WINDWARD PARKWAY

ABOVE GROUND UTILITY LOCATIONS WERE OBTAINED FROM UNDERGROUND UTILITIES WERE NOT LOCATED AS PART OF

LOCATED
2001
FOLLOWING

9-04

GU
LAND S



OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN REVIEWED AND APPROVED BY ALL APPLICABLE LOCAL GOVERNMENTS AS EVIDENCED BY APPROVAL CERTIFICATES, STATEMENTS HEREON, SUCH APPROVALS OR AFFIRMED WITH THE APPROPRIATE GOVERNMENTAL AGENCIES FOR THE USER OF THIS PLAT AS TO INTENDED USE OF THE PLAT. THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYING AUTHORIZED IN THE RULES AND REGULATIONS OF THE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS OF O.C.G.A. SECTION 15-6-67.

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;

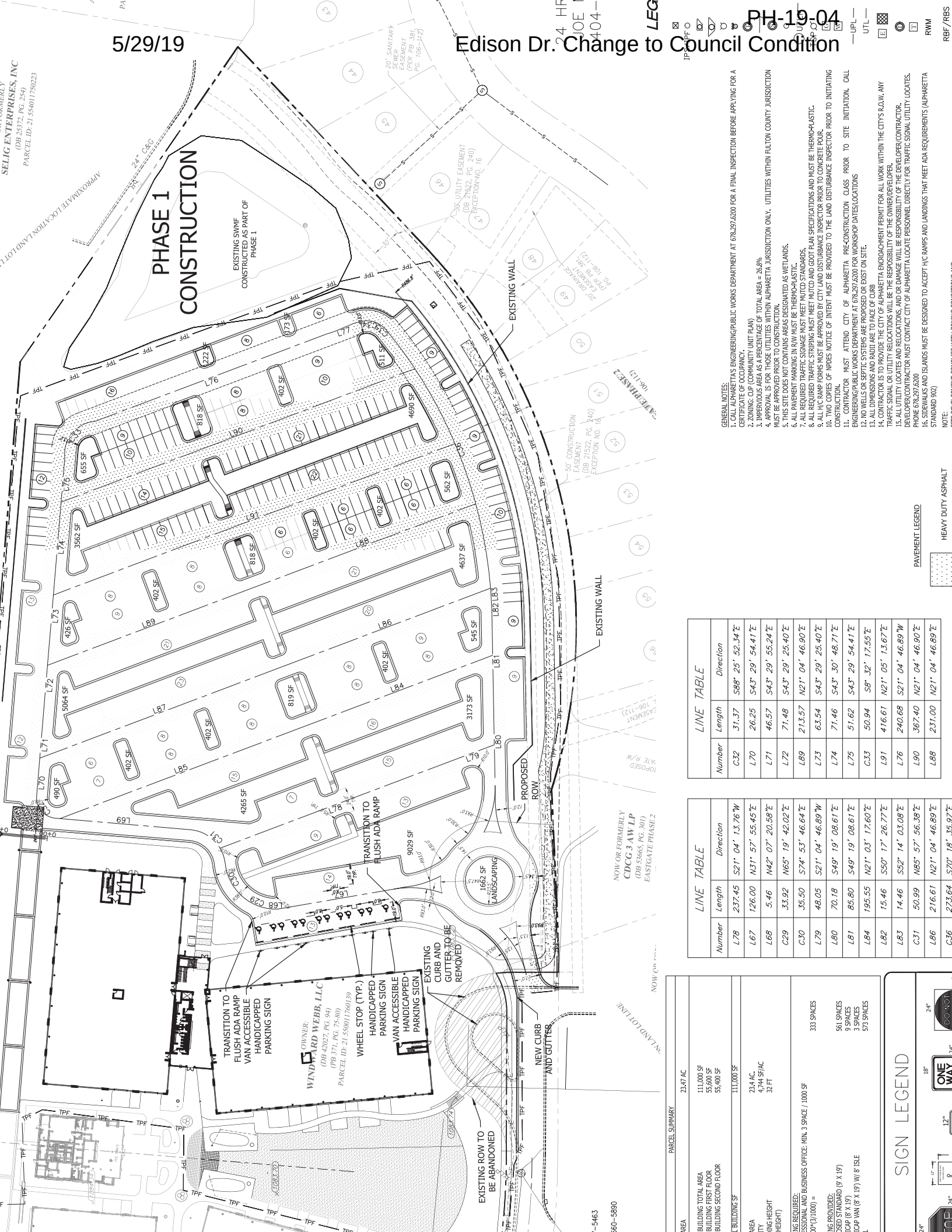
Thence along a curve to the right, an arc distance of 147.84 feet, said curve having a radius of 62.50 feet and being subtended by a chord of 115.71 feet, at South 31 Degrees 01 Minutes 45 Seconds East to a point;

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.



5/29/19

Edison Dr. Change to Council Condition

- 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: CUP COMMUNITY UNIT PLAN
 3. IMPERVIOUS AREA AS A PERCENTAGE OF TOTAL AREA = 26.8%
 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 CONTAIN AREAS DESIGNATED AS WETLANDS.
 6. ALL REQUIREMENTS IN THE CITY OF ALPHARETTA MUST BE MET.
 7. ALL REQUIRED TRAFFIC STRIPING MUST MEET MUTCD AND GDOT PLAN SPECIFICATIONS AND MUST BE THERMO-PLASTIC.
 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 CONSTRUCTION.
 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.
 16. SUBURBAN/ISLANDS MUST BE DESIGNED TO ACCEPT H/C RAMPS AND LANDINGS THAT MEET ADA REQUIREMENTS (ALPHARETTA STANDARD 502)

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' 55.40"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

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' 17.80"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

PARCEL SUMMARY

AREA	23.47 AC
BUILDING TOTAL AREA	111,000 SF
BUILDING FIRST FLOOR	55,600 SF
BUILDING SECOND FLOOR	55,400 SF
BUILDING SF	111,000 SF
AREA	23.4 AC
HEIGHT	4.74 SF/AC
HEIGHT	32 FT

SIGN LEGEND

333 SPACES	24"
561 SPACES	18"
9 SPACES	12"
3 SPACES	8"
573 SPACES	6"

SELIG ENTERPRISES, INC.
(DB 23572, PG. 254)
PARCEL ID: 21 55001176023

OWNER:
WINDWARD WEBB, LLC
(DB 42027, PG. 94)
(PB 371, PG. 73-80)
PARCEL ID: 21 550011760139

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

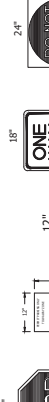
TRANSITION TO
FLUSH ADA RAMP
VAN ACCESSIBLE
HANDICAPPED
PARKING SIGN

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

NOW (CIVIL ENGINEER)

-5463
-5860-5890

SIGN LEGEND



Edison Dr. Phase 1 Survey

24 HR CONTACT:
JOE MCGORREY
404-966-8484



DATE: 5/5/16

REVISIONS	DATE	BY	CHKD
1	5/5/16	JM	JM
2	5/5/16	JM	JM
3	5/5/16	JM	JM
4	5/5/16	JM	JM
5	5/5/16	JM	JM
6	5/5/16	JM	JM
7	5/5/16	JM	JM
8	5/5/16	JM	JM
9	5/5/16	JM	JM
10	5/5/16	JM	JM

EDISON OFFICE BUILDING & CLUBHOUSE
PHASE 1
WINDWARD CREATIVE LP
5800 WINDWARD CREATIVE BLVD NW
SUITE 100
ALPHARETTA, GEORGIA 30009

EXISTING CONDITIONS PLAN
PLUM CREEK CONSULTING, LLC
1000 WINDY HILL RD
ALPHARETTA, GEORGIA 30009
Tel: (404) 514-1000

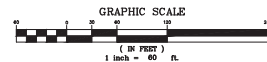


ISSUED FOR CONSTRUCTION
C:100



DATUM
VERTICAL: NORTH AMERICAN DATUM OF 1988
HORIZONTAL: NORTH AMERICAN DATUM OF 1983, STATE PLANE, GA WES

NOTES:
ALTA/NSPS Land Title Survey prepared by Gunnin Land Surveying, LLC,
and containing the seal of Jesse R. Gunnin, G.R.L.S. Number 3079,
dated May 13, 2016





CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT

SUBMITTED BY: KATHI COOK

DRAFTED BY: MICHAEL WOODMAN

I. AGENDA ITEM TITLE: PH-18-17 UNIFIED DEVELOPMENT CODE AND CODE OF ORDINANCE TEXT AMENDMENTS – DESIGN REVIEW BOARD

CITY COUNCIL: MAY 28, 2019

This item was heard at the May 9, 2019 Planning Commission meeting. There were no public comments. After discussion, the Planning Commission recommended to approve the item. Vote (6-0)

II. RECOMMENDATION:

Approve text amendments to the Unified Development Code Section 1.4 Definitions and Section 5.4 Design Review Board and Code of Ordinances Chapter 36, Division 2 Design Review Board.

III. REPORT IN BRIEF:

Consideration of text amendments to Code of Ordinances Section 36-65 to add a definition for 'Downtown Overlay' and to Section 36-66 to require Design Review Board review of new construction applications that are forwarded by the Director of Community Development. The Board currently reviews commercial projects within the Downtown Overlay, Corridors of Influence and Interchange Districts. Staff currently reviews items outside of those areas and is recommending a change to the Code in order to allow the Board to review any commercial project if forwarded by the Director.

Staff also recommends amendments to Unified Development Code (UDC) Section 1.4 Definitions to add a definition for 'Downtown Overlay' and to Section 5.4 Design Review Board adding applicability language to the powers and duties of the Board.

IV. ATTACHMENTS:

- Strike Through and Underline Edits

AN ORDINANCE TO AMEND ARTICLES I AND V OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ALPHARETTA, GEORGIA AND CHAPTER 36 OF THE CODE OF THE CITY OF ALPHARETTA, GEORGIA; TO ADD A DEFINITION FOR 'DOWNTOWN OVERLAY'; TO AMEND THE POWERS AND DUTIES OF THE DESIGN REVIEW BOARD; 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 City has also adopted certain Design Review Board design standards, codified as §§ 36-62—36-71 of The Code of the City of Alpharetta, Georgia, which has subsequently been amended from time to time; 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 and The Code of the City of Alpharetta, Georgia were designed to be amended from time to time when circumstances warrant that modifications be made in order to make said Codes 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 Articles I and V of the Unified Development Code and Chapter 36 of The Code of the City of Alpharetta, Georgia for the foregoing purposes; and

WHEREAS, the City Council finds that the following amendments to the Unified Development Code and The Code of the City of Alpharetta, Georgia promote 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 1.4.2** [Defined Terms] of Article I of the Unified Development Code is hereby amended by adding the following term and definition in its appropriate alphabetical order:

"Downtown Overlay. That portion of the City generally bounded by Canton Street to the North, Wills Road to the West, South Main Street and Old Milton Parkway to the South and Westside Parkway to the East. The study area of the City of Alpharetta Downtown Master Plan shall be shown on the Official Zoning Map and labeled "Downtown Overlay." (See Appendix C – Downtown Overlay District)"

Section 2: **Subsection 5.4.3** [Powers and duties of the design review board] of Article V of the Unified Development Code is hereby amended by adding the following regulation:

"The restrictions imposed by this section shall apply to all non-single-family detached buildings, structures, sites, and areas and the property on which they are located, within the Downtown Overlay, Corridors of Influence, Interchange Districts, to all projects which otherwise expressly include, as a condition of development, review by the Design Review Board and other requests for new construction forwarded to the Board by the Director of Community Development."

Section 3: **Subsection 36-65** [Design Review Board - Definitions] of Chapter 36 of The Code of the City of Alpharetta, Georgia is hereby amended by adding the following term and definition in its appropriate alphabetical order:

"Downtown Overlay. That portion of the City generally bounded by Canton Street to the North, Wills Road to the West, South Main Street and Old Milton Parkway to the South and Westside Parkway to the East. The study area of the City of Alpharetta Downtown Master Plan shall be shown on the Official Zoning Map and labeled "Downtown Overlay." (See Appendix C – Downtown Overlay District)"

Section 4: **Subsection 36-66** [Design review board – Scope of division.] of Chapter 36 of The Code of the City of Alpharetta, Georgia is hereby amended by adding the following text to the end of the Paragraph:

"....and other requests for new construction forwarded to the Board by the Director of Community Development."

Section 5: 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 6: This Ordinance shall be effective immediately upon its adoption by the City Council and the amendments made herein shall be incorporated into the Unified Development Code of the City of Alpharetta, Georgia and The Code of the City of Alpharetta, Georgia, as applicable. This Ordinance hereby repeals any and all conflicting ordinances and amendments.

SO ORDAINED this the _____ day of _____, 2019.

Approved:

Jim Gilvin, Mayor

Attest:

COUNCILMEMBERS

Erin Cobb, City Clerk
(Seal)

Approved as to Form:

C. Sam Thomas, City Attorney

ARTICLE I. - GENERAL

SECTION 1.1 - TITLE AND PURPOSE

1.4.2 Defined terms.

Words and phrases defined herein shall be interpreted as defined without regard to other meanings in common or ordinary use, unless the context of the word or phrase indicates otherwise. Words and phrases not defined in this Ordinance shall be construed to have the meaning given by common and ordinary use as defined by Webster's New International Dictionary, Latest Edition. Figures associated with defined terms in this Section are provided for illustration only and do not limit or change the meaning of the term as defined in writing.

Acceleration Lane. An added roadway lane which permits integration and merging of slower moving vehicles into the main vehicular stream.

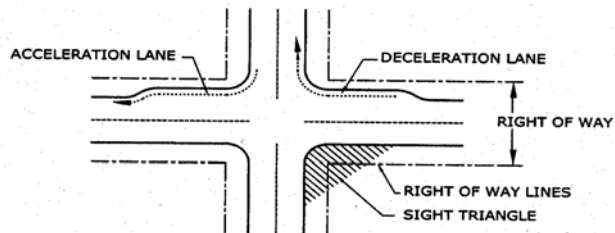
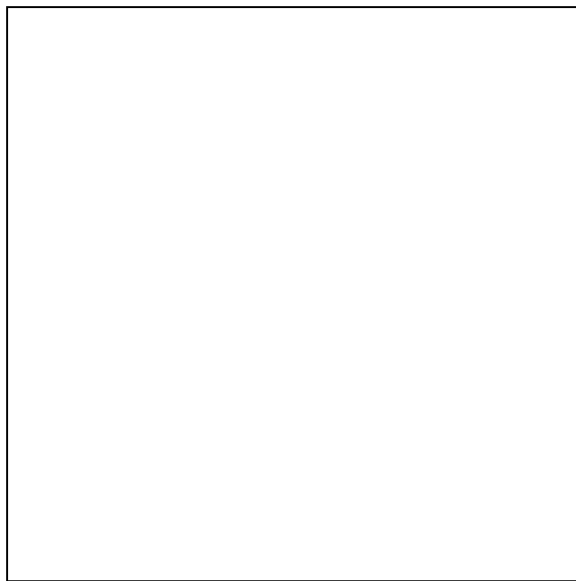


FIGURE 1

Access. A way or means of approach to provide physical entrance to a property.

Accessory Structure. A structure detached from a principal building on the same lot and customarily incidental and subordinate to the principal building or use.

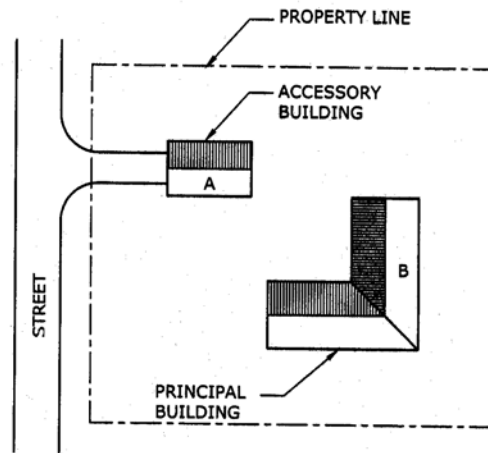
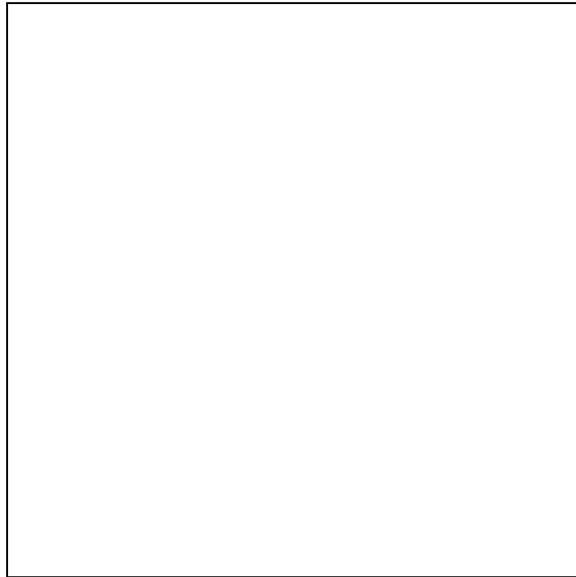


FIGURE 2

Accessory Use. A use customarily incidental and subordinate to the principal use and located on the same lot with such principal use.

Acre. A measure of land area containing 43,560 square feet.

1. **Acreage, Gross.** The total area of a property measured in acres and fractions thereof rounded to the nearest one-tenth acre.
2. **Acreage, Net.** The total buildable area of a property measured in acres to the nearest one-tenth, as existed when originally approved for its current zoning district, less any flood plain, easements and land dedicated to and accepted for streets or other public improvements by the City.

Adult Book Store. A retail establishment, a majority of whose inventory consists of books, magazines, videotapes and similar materials containing sexual activities or specified anatomical parts.

Airport. A property or structure licensed and approved by the Federal Aviation Administration where fixed wing aircraft or helicopters can land and take off, which may be equipped with hangars, facilities for refueling and repair and various accommodations for passengers.

Aisle. The traveled way, which is not the public right-of-way, by which cars enter and depart parking spaces.

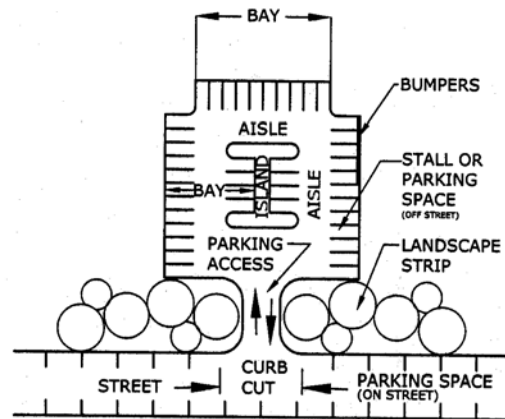
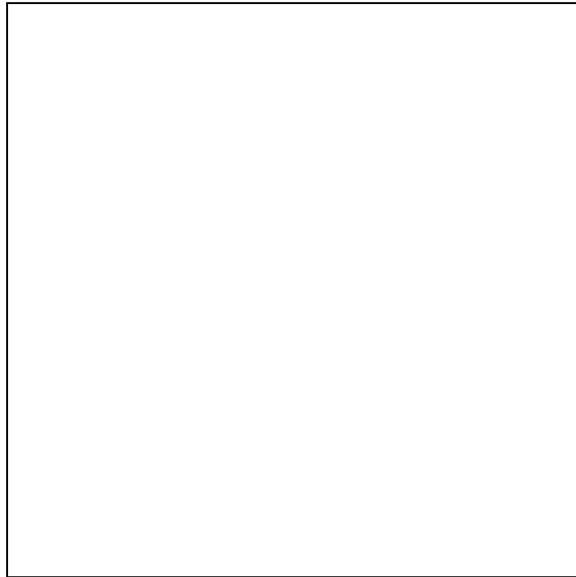


FIGURE 3

Alley. A non-exclusive private easement or publicly dedicated service way providing a secondary means of public access to abutting property and not intended for general traffic circulation.

Alteration of Building. Any change in the supporting members of a building (such as bearing walls, columns or girders); any change in the non-supporting interior walls of a building; any addition or reduction to a building; any change in use; or any relocation of a building from one location or position to another.

Amphitheater. An outdoor area designed or intended for the projection of sound to be heard by a nearby audience.

Amenity. A natural or man-made feature which is intended to enhance or make more attractive or satisfying a particular property.

Animal Hospital, Large Animals. A place where horses, cattle, sheep or other animals normally kept in agricultural settings are given medical or surgical treatment and the boarding of animals is limited to short-term care incidental to the hospital use.

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

Annexation. The incorporation of a land area into the City with a resulting change in the city limit boundaries.

Antenna. See Section 2.8 for definition of 'antenna.'

Apartment. One or more rooms comprising an independent dwelling unit in a 'For-Rent' building.

Applicant. Any person making a request to the City for any approval, permit or authorization under the procedures contained in this Ordinance.

Art Galleries. An establishment engaged in the sale, loan, or display of art books, paintings, sculpture, or other works of art. This does not include libraries, museums, or non-commercial art galleries, or where such display of art is incidental to the primary use.

Asphalt Plant. A business which manufactures, mixes, or blends asphaltic products for distribution.

Assisted Living Facility. See Congregate Housing.

Associations. An organization of persons having common interests or purposes.

Auditorium. An indoor building or structure designed or intended for use for the gathering of people as an audience to hear music, lectures, plays, and other presentations.

Auto Sales and Leasing. The use of any building, land area, or other premises or portions thereof, for the display, sales or lease of automobiles, trucks, vans, trailers or recreational vehicles, including internet transactions where most vehicles are not stored on site.

Automobile. A self-propelled, free moving vehicle, with at least four but no more than six wheels, designed primarily for the transportation of passengers or for conveyance of up to two tons of materials on a street or roadway.

Automobile Service Station. Any building, land area or other premises, or portion thereof used or intended to be used for the retail dispensing or sales of vehicular fuels; and including as an accessory use the sale and installation of lubricants, tires, batteries and similar accessories, or the provision of tune-up or light maintenance services for vehicles.

Automotive Service Establishment. A business principally engaged in the repair of automobiles or other motorized vehicles, or the installation or repair of equipment or parts on motorized vehicles such as mufflers, brakes, tires, radios, transmissions, and engines or engine parts.

Bakery. An establishment primarily engaged in the retail sale of baked products for consumption off site. The products may be prepared either on or off site. Such use may include incidental food service.

Bank. A freestanding building, with or without a drive-up window, for the custody, loan, or exchange of money; for the extension of credit; and for facilitating the transmission of funds. This may include credit unions, savings and loans, and traditional banks.

Barber Shop. Any establishment or place of business within which the practice of barbering is engaged in or carried on by one or more barbers.

Basement. An area below the first floor of a building used for storage, garages, and utilities or for common use of the occupants of the building. A basement used for any one or more of the above purposes shall not be counted as a story.

Beauty Shop. Any commercial establishment, residence, vehicle, or other establishment, place, or event wherein cosmetology is offered or practiced on a regular basis for compensation, excluding such types of services requiring customers to disrobe.

Bed and Breakfast. A building in which lodging and meals are provided for no more than 15 guest and meals are served in a common dining room.

Berm. A mound of earth, or the act of pushing earth into a mound.

Block. A tract of land bounded by streets or a combination of streets and public land, rights-of-way or any other barrier to the community or development.

Board of Appeals. The appointed Board of Appeals of the City of Alpharetta.

Boarding House. A dwelling where more than two, but fewer than six rooms are provided for lodging for definite periods of times. Meals may or may not be provided, but there is one common kitchen facility. No meals are provided to outside guests.

Book or Stationery Store. An establishment for the sale or distribution of books and miscellaneous stationery by direct retail sales to the public.

Bottled Gas Storage and Distribution. An establishment where gas is stored for wholesale distribution.

Boutique Hotel. A high quality hotel which contains less than 120 rooms located in a unique setting, such as the City's Downtown, mixed-use developments and/or an entertainment district. The building shall reflect a unique exterior architecture and interior design compatible with the area in which the hotel is located. The boutique hotel shall provide guests with high quality services, such as, but not limited to, concierge, on-site restaurant, room service, meeting space, business center, banquet facilities, spas, doormen, valet parking, boutiques and/or other amenities. Guest rooms within the building shall contain

no equipment for food preparation other than a mini-fridge and/or microwave. There shall be no self-serve laundry facilities (for guests use) within the building. Access to each guest room shall be through an inside lobby supervised at all hours.

Brewery. A facility where malt beverages are manufactured or brewed.

Broadcasting Studio. An establishment for the dissemination of radio, television, satellite, or similar medium, which may include a transmission tower.

Buffer Area or Buffer Strip. That portion of a lot set aside for open space and screening purposes pursuant to applicable provisions of this Ordinance to separate different zoning districts or uses on one property from uses on another property. A required set back area may not be included in a required buffer area or visa-versa.

Buffer, Undisturbed. An area of land as defined above that exists in its natural state without intrusion or alteration. The addition of landscaping into areas of sparse vegetation within undisturbed buffers does not constitute intrusion or alteration.

Buildable Area. See "Lot Building Area."

Builder's Equipment. An area designed or intended for the storage and use of equipment or materials common in the construction trade. This may not include sales of such equipment or materials.

Building. Any structure built for or intended for occupancy, storage or shelter of persons, animals, personal or business property, or machinery of any kind which is entirely separated from any other structure.

Building Code. The latest edition of all codes relating to the construction of buildings and their mechanical, electrical and other systems, as adopted by the City of Alpharetta pursuant to the Georgia Uniform Building Code Act and also referred to as the Standard Building Code.

Building Frontage. The linear width of a building facing or most nearly facing a street.

Building Height. The vertical distance to the highest point of the roof surface of a flat roof, the deck line of a mansard roof, and to the mean height level between eaves and ridge of a gable, hip or gambrel roof, as measured from the average finished grade across the building frontage.

Building Inspector. The Building Official of the City of Alpharetta or the Building Official's designated representative.

Building Site. A parcel or lot or land occupied or intended to be occupied by a building or structure having not less than the minimum area permitted by the code.

Bus Shelter. A small, roofed structure, having from one to three walls, located near a street, and designed primarily for the protection and convenience of bus passengers.

Car Wash. Any building or premises or portions thereof dedicated to use for washing automobiles; or a structure containing facilities for washing automobiles.

Carpenter Shop. An establishment utilized for the manufacture or assemblage of wood into usable forms for sale and distribution.

Carpet and Rug Sales. An establishment for the retail or wholesale sale of floor coverings.

Cemetery. Land used or dedicated to the burial or internment of human or animal remains, including crematoriums, mausoleums, necessary sales, and maintenance facilities.

Center Line of Street. Any line surveyed as such by the City of Alpharetta or the Georgia Department of Transportation or their designee, or, if no such survey exists, the line which is midway between the edge of pavement or back of curb of a street.

Central Business District (CBD). That portion of the City bounded by Mayfield Road to the North, Old Milton Parkway to the South, Haynes Bridge Road and Highway 9 to the east and Roswell and Canton Streets to the west. (see page 2-103)

Certificate of Occupancy. A document issued by the Director indicating that a particular building conforms with the requirements of this Ordinance and the building is complete and ready for use.

Church. A facility incorporating one or more buildings where religious services are conducted.

City. The City of Alpharetta, Georgia.

City Administrator. The Chief Operating Officer of the City of Alpharetta or his designee.

City Clerk. The City Clerk of Alpharetta, Georgia, or the City Clerk's designated representative.

City Council or Mayor and Council. The legally constituted and elected governing body of the City of Alpharetta, Georgia.

Clinic. An establishment where patients are admitted for examination and treatment by one or more physicians, dentists, psychologists, medical professionals, or social workers and where patients are not usually lodged overnight.

Club. Buildings and facilities owned or operated by an association or persons for a social or recreational purpose.

Collection Box. A container, trailer, vehicle or other structure, used for the purpose of acquiring donated goods, by a for-profit or not-for-profit entity.

Commercial Parking Lot. An area or structure dedicated to the temporary storage of automobiles or other vehicles for periods of less than 24 hours for a fee, operated as the principal use of the property or structure.

Community Development Director. The Director of the Community Development Department or his designee.

Comprehensive Plan (CP). The long-range plan for guiding development in the City of Alpharetta and the City's urban area to a point in time at least 15 years from when the plan was adopted, with the overall goal being to accommodate development in a timely, orderly, and efficient arrangement of land uses and public facilities and services that meet the needs of present and future residents and businesses.

Concept Plan. A generalized map presenting an image or representation of a proposed development, and showing those plan elements as further required by this Ordinance.

Concrete Plant. A business which manufactures, mixes, or blends concrete products for distribution.

Conditional Use. A use that generally would not be appropriate throughout a zoning district but which, if controlled as to visual appearance, number, area, height, location, or relation to abutting or nearby uses, would not be injurious to the public, health, safety, welfare, morals, order, comfort, convenience, appearance or general welfare. Such uses may be permitted only in zoning districts specified in this Ordinance and are subject to conditions and approval by the Mayor and Council.

Condominium. A legal form of multiple ownership consisting of a building, or group of buildings, in which units are owned individually, and the structure, common areas and facilities are owned by all the owners on a proportional, undivided basis.

Condominium, Office. An office building (or group of buildings) organized, owned and maintained as a condominium.

Condominium, Residential. A building type consisting of individual units located within a single structure. The structure normally has at least two, but no more than six stories. The structure is designed to appear as a single building with no architectural distinction between the units. Architectural elements such as materials, colors and windows are repeated consistently throughout the building and there is usually a single roof element and a single point of primary entry. The architectural style typically expresses the horizontal lines of the building which then accentuates the floors of the building as a primary visual element. The common areas of the building such as the elevators and lobby may be expressed as special features on the main elevations of the structure.

Congregate Housing. Any group dwelling or facility licensed by the state, public or private, which for gain or otherwise, regularly provides one or more persons with assisted living care. The term "assisted living care" means specialized care and services including the provision of personal services, the administration of medications by a certified medication aide and the provision of assisted self-preservation. The term "personal services" includes, but is not limited to, individual assistance with or supervision of self-administered medication, assistance, essential activities of daily living such as eating, bathing, grooming, dressing, toileting, ambulation and transfer. The term "assisted self-preservation" means the capacity of a resident to be evacuated from an assisted living facility to a designated point of safety and within an established period of time as determined by the Office of Fire Safety Commissioner. Assisted self-preservation is a function of all of the following:

1. The condition of the individual.
2. The assistance that is available to be provided to the individual by the staff of the assisted living facility; and
3. The construction of the building in which the assisted living facility is housed, including whether such building meets the state fire safety requirements applicable to an existing health care occupancy.

Construction Trailer. A temporary structure used as an office and located on an active construction site.

Contractor's Office with outside storage. A room or group of rooms used for conducting business that includes an enclosed exterior space for the storage of business related equipment and supplies.

Contractor's Office without outside storage. A room or group of rooms used for conducting business that does not use any exterior storage area.

Convenience Center with Gas Pumps. A facility that combines a small retail store with the sale and dispensing of gasoline products.

Convenience Store. A retail establishment primarily selling packaged food and household convenience items, which may also dispense automobile fuel, oil and accessories. Excluded from this definition is any establishment providing automotive maintenance services or repairs.

Craftsman Shop or Studio. A facility where products are made or serviced on an individual basis without the use of mechanized or assembly line production equipment.

Curb Break or Curb Cut. Any interruption or break in the line of a street curb for the purpose of connecting a driveway to a street, or otherwise to provide vehicular access to abutting property.

Data Center. A building or complex of buildings in which a substantial portion of the gross square footage is dedicated to the housing of computer or data processing equipment or systems.

Day Care Center. Any establishment operated by an individual, partnership, society, agency, corporation, institution or group, and licensed by or registered with the State of Georgia as a group day care home or day care center, which enrolls therein for pay, for supervision and care, seven or more children or adults. Such facility may provide supervision, care, education, recreation and specialized programmings but does not provide overnight accommodations.

Deed. An instrument that conveys or transfers title to land or other real property.

Density. The average number of dwelling units or gross square feet of building floor area per gross acre of land. For an individual property, the density shall be calculated by dividing the total dwelling units or gross square footage of the building by the total gross acres of the property that existed when originally approved for its current zoning district.

Design Review Board. The Design Review Board of the City of Alpharetta, as established by this Ordinance and appointed by the Mayor and Council.

Development Activity. The construction of public improvements, site improvements, or buildings, including any alteration of a property in preparation for such construction. Development Activity shall also include the "thinning" or removal of trees from undeveloped land in conjunction with a forest management

program, and the removal of trees incidental to the development of land or to the marketing of land for development.

Director. Unless otherwise specified, the Director of Community Development of the City of Alpharetta, Georgia, or the Director's designated representative.

Discount Store. A retail store that sells new or used goods or products at prices lower than traditional retail outlets. Discount stores principally engage in offering a category of similar goods or a wide assortment of goods for sale to the general public.

Distillery. A facility where distilled spirits are manufactured (distilled, rectified or blended).

Drainage. See Article III, Section 3.1 for all definitions relating to drainage and storm water control.

Drive or Driveway. A surfaced asphalt or concrete area on a lot which provides direct access for vehicles between a street and a private garage, carport or other permitted parking space or parking area or loading area.

Dry cleaning, pick-up station. An establishment or business maintained for the pickup and delivery of dry cleaning and/or laundry without the maintenance or operation of any laundry or dry-cleaning equipment or machinery on the premises.

Dry cleaning plant. A building, portion of a building, or premises used or intended to be used for cleaning fabrics, textiles, wearing apparel, or articles of any sort by immersion and/or agitation, and other processes incidental thereto.

Downtown Overlay. That portion of the City generally bounded by Canton Street and Mayfield Road to the North; Wills Road and the western boundaries of Milton Manor and Milton Estates Subdivisions to the West; South Main Street, Old Milton Parkway and the southern boundary of Alpha Park Subdivision to the South; and Westside Parkway and the eastern boundary of Alpha Park Subdivision to the East. The study area of the City of Alpharetta Downtown Master Plan shall be shown on the Official Zoning Map and labeled "Downtown Overlay." In the event of a conflict between the general description set out herein and the Map, the Map shall control.

Duplex (or semi-detached). A building type consisting of two independent units that are attached by a common side wall, floor and/or ceiling. Such units normally have at least two, but no more than four floors. These units may share a common front door and are sometimes designed to appear as a single unit.

Dwelling, 'For-Rent' (Downtown Overlay).

- a. Unit—A residential unit designed to be leased or rented and occupied by a single family tenant and located within the Downtown Overlay.
- b. Building—A structure incorporating multiple rental units. (See Apartments.)
- c. See Section 2.7 Standards for Downtown Overlay.

Dwelling, 'For-Rent' (Outside of Downtown Overlay).

- a. Unit—A residential unit designed to be leased or rented and occupied by a single family tenant.
- b. Building—A structure incorporating multiple rental units. (See Apartment.)
- c. See Section 2.7 Standards for Units (outside of Downtown Overlay).

Dwelling, 'For-Sale'.

- a. Detached—A free-standing residential unit designed to be purchased and occupied by a single family.

- b. **Attached**—A residential unit attached to other residential units and designed to be purchased and occupied by a single family.
- c. **Condominium**—A type of property ownership in which a 'For-Sale' unit is purchased and the purchaser of each unit acquires full title to the unit and an undivided interest in the common elements (the land, roof, elevator, etc.).

Dwelling, Group. A building or portion of a building occupied or intended for occupancy by a number of unrelated persons or families, but in which separate cooking facilities are not provided for such resident persons or families. The term "group dwelling" includes but is not limited to the terms rooming house, apartment hotel, nursing home, fraternity or sorority house, YMCA or YWCA. A hotel, motel or bed and breakfast tourist home shall not be deemed to be a group dwelling as herein defined.

Dwelling Unit. One or more rooms connected together and constituting a separate, independent housekeeping establishment designed for use by one family with provision for cooking, eating, sleeping, bathing and personal sanitation, and physically set apart from any other rooms or dwelling units in the same structure or another structure.

Easement. A grant by a property owner of any designated part of a property for the use by another for a specified purpose without transfer of title or right of ownership.

Egress. An exit.

Electric power yards, substation. All equipment, fixtures, and personal property operated or maintained in connection with the production of electricity using any source of thermal, steam, wind, or solar energy with a generating capacity of more than 500 kilowatts and less than 50 megawatts.

Existing Use. The use of a lot or structure at the current time or another time if so designated.

Extended Stay Hotel. A building containing guest rooms for lodging, offered to the public for compensation, which are advertised, designed, intended or routinely utilized for weekly or monthly occupancy, or in which at least 30% of all guest rooms have facilities for the refrigeration and preparation of food by guests, such as a refrigerator and a cooktop/stove (or a refrigerator, a microwave, and a dishwasher or kitchenette sink), and a self-serve laundry facility is available for guests use. For the purposes of this Code, extended stay hotels and hotels (or motels) are separate and distinct uses. See, Section 2.7.3.

Family. One or more persons related by blood, adoption, guardianship or marriage and/or not more than three unrelated persons, living and cooking together as a single, nonprofit housekeeping unit.

Family Day Care Home. An accessory use within a private residence, licensed by or registered with the State of Georgia as a family day care home, operated by the occupant of the dwelling who enrolls for pay, for supervision and care without overnight accommodations, three but not more than six children or adults.

Fast Food Restaurant. See Restaurant, Drive-thru or Fast Food.

Fence. A structure made of manufactured materials—and used for the purpose of defining a boundary, creating an enclosure, providing security, privacy or screening, or as a means of protection.

Flood Control. See Article III, Section 3.4, for definitions relating to flooding and flood control.

Floor Area. The total number of square feet of heated floor space within the exterior walls of a building.

Floor, First. The location within a building in which the primary egress and ingress are provided.

Florist, Retail With Greenhouse. Any business establishment which, as its primary business, sells at retail flowers and ornamental plants. A greenhouse or nursery for the growing of plants, or another open or enclosed supplemental display area outside the establishment, is permitted as a normal accessory use.

Florist, Retail Without Greenhouse. Any business establishment which, as its primary business, sells at retail flowers and ornamental plants. A greenhouse or nursery for the growing of plants, or another open or enclosed supplemental display area outside the establishment, is not permitted.

Frontage Lot or Street Frontage. The width in linear feet of a lot where it abuts the right-of-way of any street from which access may be directly gained.

Funeral Home. A building used for the preparation of deceased human beings for burial and the display of the deceased and ceremonies connected therewith before burial or cremation.

Future Land Use Map. The map named as such and contained in the Comprehensive Plan that indicates areas appropriate for various land uses and public facilities over time and as described in the Comprehensive Plan text.

Garage Sale. The sale or offering for sale of miscellaneous personal items on a residential zoned lot, (not including churches and schools).

Garden District. That portion of Canton Street bounded by Church Street to the south and Hopewell Road to the north.

Gasoline Station. A facility where primary use is the dispensation of fuels. (Also see Convenience Center with Gas Pumps)

Gazebo. An accessory, open air structure not exceeding 300 sq. ft. in size.

Governing Body. The Mayor and Council of the City of Alpharetta, Georgia, under whose authority this Ordinance is enacted into law, administered, and enforced.

Grade. The degree rise or descent of a sloping surface. The average elevation of the sidewalk or crown of road surrounding a building site.

Grade, Finished. See Section 3.1, "Site Grading and Land Disturbance."

Greenhouse. A building whose roof and sides are made largely of glass or other transparent or translucent material and in which the temperature and humidity can be regulated for the cultivation of plants for subsequent sale or for personal enjoyment.

Group Home. A dwelling shared by four or fewer persons, excluding resident owner, (or no more than six persons including the resident owner), who live together as a single housekeeping unit and in a long term, family-like environment in which the resident owner, serving as the primary caregiver to the residents, provides care, education and participation in community activities for the residents with the primary goal of enabling the residents to live as independently as possible in order to reach their maximum potential. 1. No group home shall be located within 2,000 ft. of another group home as measured at the property line. 2. A group home shall be limited to one structure and multiple structures located near one another shall not be considered components of one group home. Each structure shall meet distance requirements. The term "group home" shall not include a halfway house, a treatment center for alcoholism or drug abuse, and work release facility for convicts or ex-convicts, a home for detention and/or rehabilitation of juveniles adjudged delinquent or unruly and placed in custody of the state or other housing facilities serving as an alternate to incarceration. The term "group home" shall also not allow the use of a dwelling as an apartment or duplex. A "group home" shall not allow use of the dwelling as a home for individuals on parole, probation, or convicted and released from incarceration, for any crimes including child molestation, aggravated child molestation, or child sexual abuse, as defined in O.C.G.A. 16-6-4 or individuals required to register as sex offenders pursuant to O.C.G.A. 42-1-12. A group home may include a home for the handicapped. As used in this subsection, the term "handicapped" shall mean:

1. Having a physical or mental impairment that substantially limits one or more of such person's major life activities so that such person is incapable of living independently;
2. Having a record of having such an impairment; or
3. Being regarded as having impairment.

However, the term "handicapped" shall not include current illegal use of or addiction to a controlled substance, nor shall it include any person whose residency in the home would constitute a direct threat to the health and safety of other individuals.

Hardware Store. A facility of 30,000 or fewer square feet gross floor area, primarily engaged in the retail sale of various basic hardware lines, such as tools, builders' hardware, plumbing and electrical supplies, paint and glass, housewares and household appliance, garden supplies, etc.; if greater than 30,000 square feet, such a facility is a Home Improvement Center.

~~*Historic Business District.* That portion of the Central Business District bounded by Church Street to the north, Highway 9 to the east, Marietta Street to the south and Milton High School to the west. (see page 2-122)~~

Home Improvement Center. A facility of more than 30,000 square feet gross floor area, engaged in the retail sale of various basic hardware lines, such as tools, builders hardware, paint and glass, houseware and household appliances, garden supplies, and cutlery.

Home Occupation. Any activity carried out as a business and/or for profit by the resident and conducted as an accessory use in the resident's dwelling unit.

Hospital. A building providing primary or tertiary health services and medical or surgical care to persons including in-patients and out-patients, suffering from illness, disease, injury, deformity and other abnormal physical or mental conditions, and including as an integral part of the institution, related facilities such as laboratories, outpatient facilities or training facilities.

Hotel (or Motel). A building in which lodging along with customary lodging facilities and services, such as meeting rooms, restaurant, maid service and fitness center, are provided for transient guests for an average stay of less than 7 days and offered to the public for compensation. Hotel services shall include the provision of food and beverage services suitable for both guests and groups, on-site restaurant, lounges, group meeting spaces with banquet facilities and selective amenities, such as but not limited to spas, banquet rooms, doormen, valet parking, concierge, and high-end restaurant and boutiques. Guest rooms within the building shall contain no equipment for food preparation other than a mini-fridge and/or microwave. There shall be no self-serve laundry facilities (for guests use) within the building. Access to each guest room shall be through an inside lobby supervised at all hours.

Improvements. The buildings, public utilities and facilities, and accessory structures built on or serving a property.

- A. *Public Improvements.* Any structure, owned by or to be dedicated to a government or a utility regulated by the Georgia Public Service Commission, together with its associated public land, easement or right-of-way, necessary to provide transportation, drainage, public or private utilities, or other public services such as education, recreation, or public safety.
- B. *Site Improvements.* Any structure, other than a principal building or a structure intended for dedication to public ownership, constructed to support or provide for the use or occupancy of a property, such as driveways, parking and loading areas, retaining walls and other earthen works, erosion and sedimentation control facilities, stormwater drains and detention facilities, and connections to public water, sewer or other utilities.

Industrial Park. A development that contains a number of separate industrial buildings and supporting uses on one or more lots, which is designed, planned, constructed and managed on an integrated and coordinated basis.

Industrialized Buildings. Prefabricated structures as defined in O.C.G.A. 110-2 and usually used for a limited time period such as for a site construction office, portable classroom and site real estate office.

Ingress. Access or entry.

Island. In parking lot and street design, built-up curbs (and in parking lots usually placed at the end of parking rows) as a guide to traffic and also used for landscaping, signing or lighting.

Junk or Salvage Yards. Any area, lot, land, parcel, building or structure or part thereof used for the storage, processing, purchase, sale or abandonment of wastepaper, rags, scrap metal or other scrap or

discarded goods, materials, machinery or two or more unregistered, inoperable vehicles or other type of junk. See Also "Recycling Center."

Kenel. An establishment in which more than six dogs or other domesticated animals more than one year old may be housed, groomed, bred, boarded, trained or sold.

Land Disturbance Permit. A permit issued by the City that authorizes Development Activity, and includes, but is not limited to, activity related to soil erosion control, clearing and grubbing, grading, public and site improvements. This permit does not authorize building construction.

Land Use. See "Use," "Principal Use," and "Accessory Use."

Landscape Strip. A portion of a lot required to be reserved for, installed with, and maintained with vegetation. Such a strip may or may not be required to be of a linear form. No utilities or parking shall be allowed within a required landscape strip.

Loading Space, Off-street. A space or berth used for the loading or unloading of commercial vehicles, trucks or other vehicles.

Lot. A portion of a subdivision, or any other parcel of land, intended as a unit for transfer of ownership or for development or both. In determining the area and dimensions of a lot, no part of the street right-of-way or private street easement may be included.

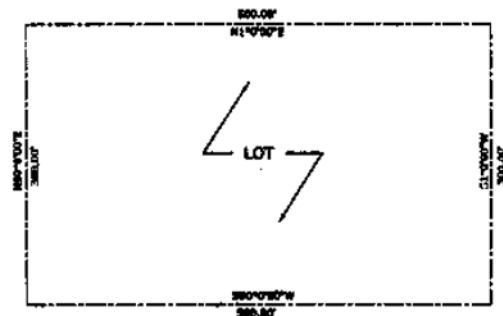
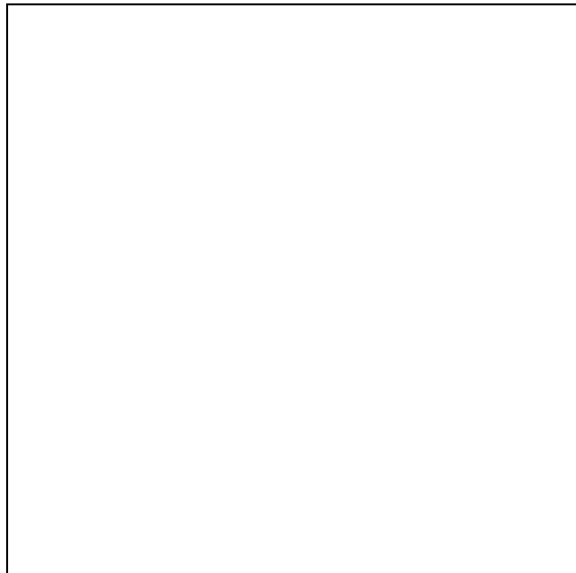
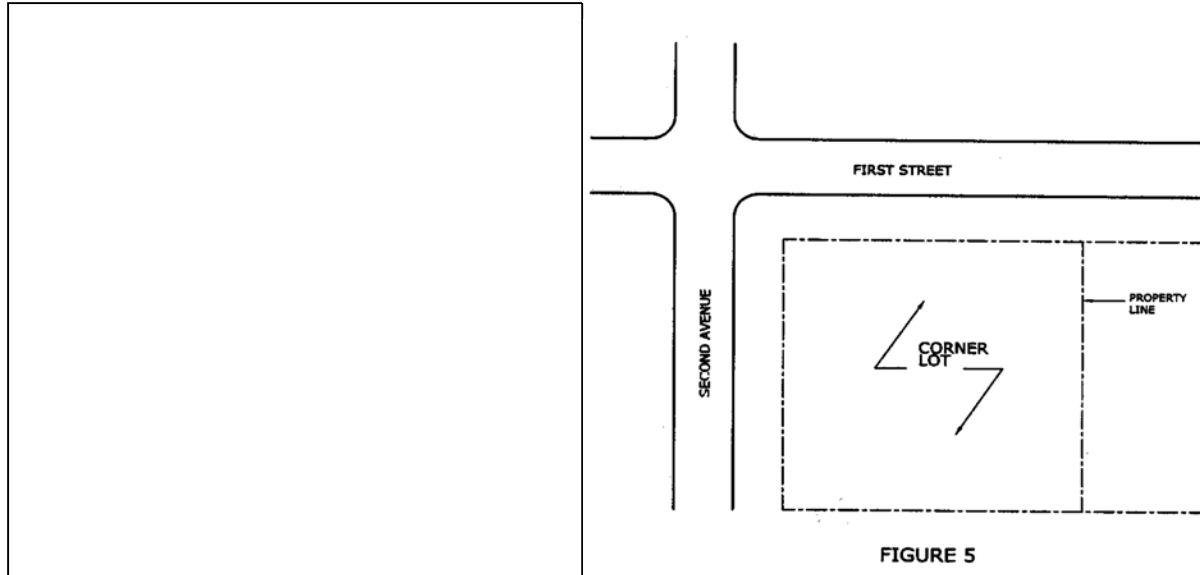


FIGURE 4

Lot Building Area. The portion of a lot located interior to the front, side and rear yard building setback lines; that is, the portion of a lot wherein a building may be located.

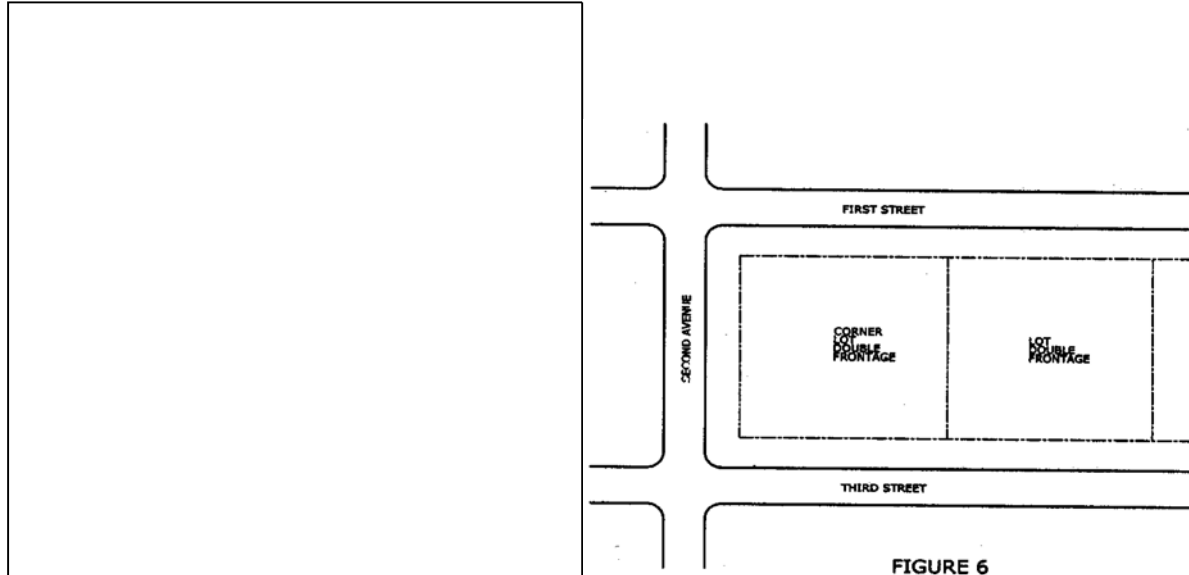
Lot, Corner. A lot abutting two or more streets at their intersection.



Lot Coverage. That portion of the lot that is covered by buildings, structures, and any other impervious surface.

Lot Depth. The distance between front and rear lot lines. If front and rear lines of said lot are not parallel, such least dimension shall be deemed to be the lot depth.

Lot, Double Frontage. A lot which has frontage on more than one street, provided however, that no corner lot shall qualify as a double frontage lot unless said corner lot has frontage on three or more streets.



Lot, Flag. An "L" shaped lot whose frontage is provided by the driveway access which ties the buildable portion of the property to the street.

Lot Frontage. See "Frontage."

Lot Line. A line of record bounding a lot which divides one lot from another lot or from a street or any public space.

- A. *Front Lot Line.* Any boundary line of a lot which is coterminous with a public street right-of-way line or private street easement line. For a corner lot, the narrow portion is usually considered the front.
- B. *Rear Lot Line.* Any boundary line of a lot which does not intersect with a street right-of-way or private street easement line and which is usually opposite of the front lot line.
- C. *Side Lot Line.* Any boundary line of a lot which intersects with a street right-of-way or private street easement line.

Lot of Record. A lot which exists as shown or described on a plat or deed recorded in the Office of the Clerk of the Superior Court of Fulton County.

Lot Width. The distance measured between side lot lines at the front minimum setback line between intersecting lot lines.

Lot Width—Cul-de-sac. The distance measured between side lot lines at the point of the property that is twice the front setback requirement from the front property line.

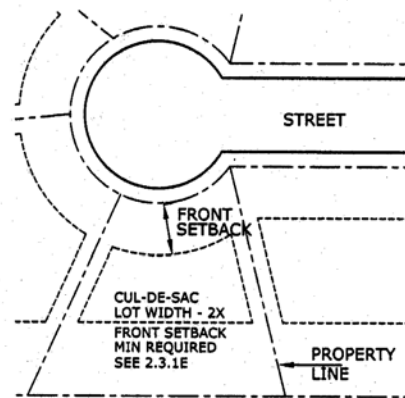
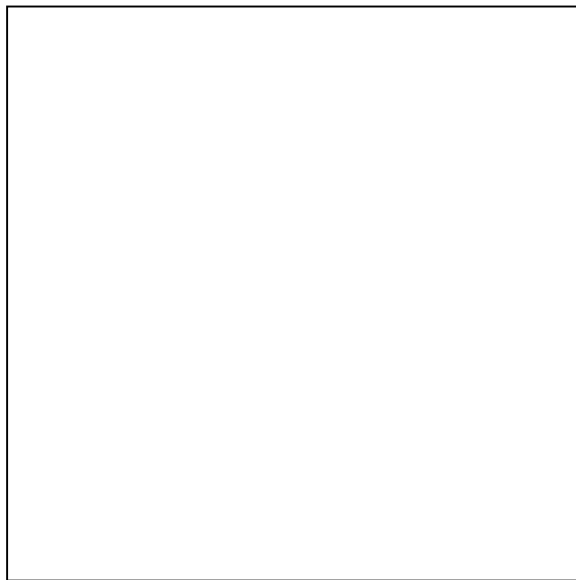


FIG 7

Mansard Façade. An architectural appendage or embellishment to a flat topped structure which is attached to the front external wall and if intended to create the appearance of a mansard roof. See also "Roof."

Manufactured Building. A factory-built, structure that meets national standards for manufactured buildings.

Manufacturing, Heavy. The extraction of natural resources or the transformation of raw materials through mechanical or chemical means into new products ready for assembly, fabrication or use in the production of finished goods.

Manufacturing, Light. The fabrication or assembly of parts into a finished product or component products.

Marquee. Any hood, canopy, awning or permanent construction which projects from a wall of a building, usually above an entrance.

Massage Therapy. Any use, other than a hospital or clinic, where non-medical manipulative devices or exercises are practiced upon the human body by someone other than a licensed medical professional.

Master Plan. A plan map and associated statement of intent which, at least, includes a depiction of pods, roads, buffers, flood areas, permitted uses and development regulations which represents the framework for development activity on a property. See also "Concept Plan."

Median Break or Cut. Any interruption in the curb separating opposing vehicular travel lanes of a street for the purpose of allowing ingress or egress by left turning movements to a street, or abutting property.

Metes and Bounds. A method of describing the boundaries of land by directions and distances from a known point of reference.

Mezzanine. An intermediate floor between two other stories that does not contain more than 1/3 of the area of the floor below it.

Mini-Warehouse. A structure containing separate storage spaces of varying sizes leased or rented on an individual basis.

Mobile Home. A structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used as a dwelling. 'For-Sale', with or without a permanent foundation when connected to public utilities. The term mobile home shall not include motorized vehicles with temporary living quarters. Mobile homes built after 1976 are referred to as "Manufactured Homes" or "Industrialized Buildings".

Mobile Home Park. A site with required public and/or private improvements and utilities for the long-term parking of two or more mobile homes or manufactured homes each on a single lot, and which may include such accessory uses as retail convenience sales, Laundromat, and recreational facilities for the exclusive use of residents.

Motel. See "Hotel".

Nail Salon. An establishment that offers nail care services such as manicures, pedicures, and nail enhancements, excluding such types of services requiring customers to disrobe.

Natural Resources Commission. The appointed natural resources commission (formerly known as the Tree Commission) for the City of Alpharetta.

Neighborhood Grocery. A facility with a floor area of at least 3,000 square feet but not more than 50,000 square feet that sells primarily grocery items such as prepackaged food, produce, meats, baked goods, beverages and similar food items intended for off-site consumption. At least 60% of the floor area of the facility shall be dedicated to the sale of said grocery items, including any immediately adjacent circulation and service areas, but not including storage.

Nonconforming Lot. A lot of record whose area, frontage, dimensions, or location were lawful prior to the adoption, revision, or amendment of this Ordinance, and which, by reason of such adoption, revision or amendment, no longer meets or exceeds one or more such requirements of the applicable zoning district.

Nonconforming Sign. Any structure or sign which was lawfully erected and maintained prior to the adoption, revision, or amendment of this Ordinance, and which by reason of such adoption, revision or amendment fails to conform to all applicable regulations and restrictions of this Ordinance.

Nonconforming Structure. A structure or building whose size, dimensions, or location on a property were lawful prior to the adoption, revision, or amendment of this Ordinance, but which, by reason of such adoption, revision, or amendment, no longer meets or conforms to one or more such requirements of this Ordinance.

Nonconforming Use. A use or activity that was lawful prior to the adoption, revision, or amendment of this Ordinance, but which, by reason of such adoption, revision, or amendment, is not a use or activity permitted by right or no longer meets or conforms to the requirements of this Ordinance.

Nursery, Plant. Land or greenhouses used to raise flowers, shrubs and plants for sale to distributors or for subsequent replanting by the owner, a landscape company or others. See also "Florist, Retail."

Nursery School. See "Day Care Center."

Nursing Home. An extended or intermediate care facility required to be licensed or approved by the State of Georgia to provide full-time convalescent or chronic care to individuals who, by reason of advanced age, chronic illness or infirmity, are unable to care for themselves.

Office. A room or group of rooms used for conducting the affairs of a business, profession, service, industry or government.

Office Building. A building used primarily for conducting the affairs of a business, profession, service, industry or government, or like activity, that may include ancillary services for office workers such as a restaurant, coffee shop, newspaper or candy stand.

Office Park. A development that contains a number of separate office buildings and supporting uses on one or more lots, which is designed, planned, constructed and managed on an integrated and coordinated basis.

Opaque. Impenetrable to view, or so obscuring to view that buildings, structures, and uses become visually indistinguishable.

Open Space. A privately owned area on the grounds of a premises outside of any principal building or parking area, which is open to the sky and set aside and intended for the outdoor enjoyment of occupants or visitors to the property, and which may but is not required to include such pedestrian oriented improvements as landscaping, walkway paths, pergolas, gazebos, bikeways, exercise or play equipment, and benches, and which may further include up to 20% of its area in water bodies or areas inappropriate for pedestrian use. Open space shall not include any other required open areas such as required building setbacks, buffers, landscape strips or other similar requirements of this ordinance.

Outdoor Storage. The keeping, in an unroofed area of any goods, material, merchandise or vehicles in the same place for more than 24 hours.

Outdoor Vending. Sale and/or display of products in an area exposed to open air on two or more sides.

Owner. An individual, firm, association, syndicate, partnership or corporation having a majority proprietary interest in land or a building, or their authorized representative.

Parapet. That portion of a wall which extends above the roof line.

Parcel. A lot or tract of land, or several adjoining lots in common ownership.

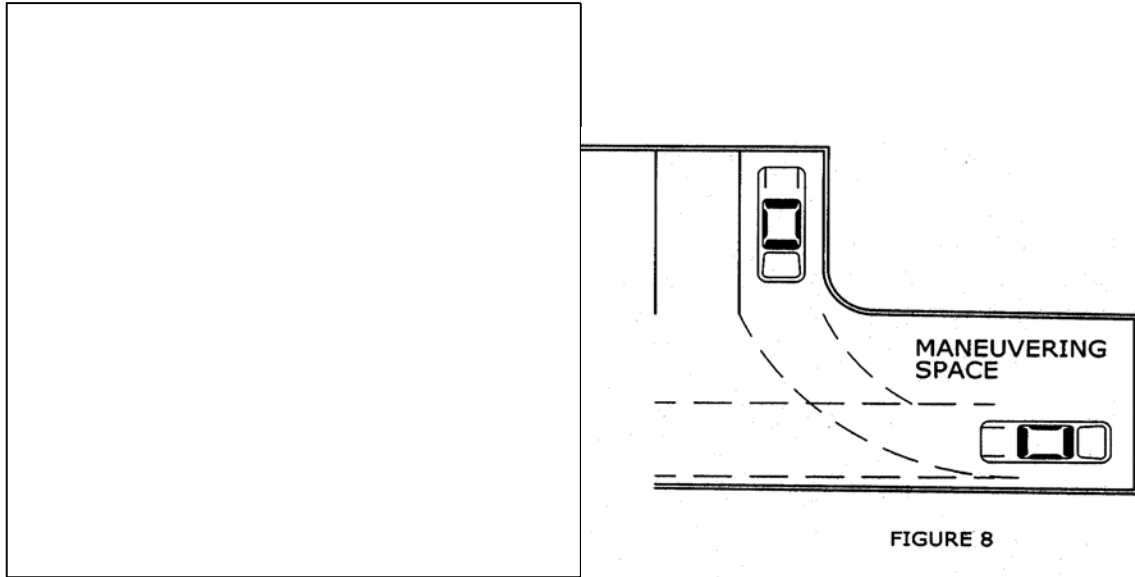
Park Space. A public- or privately-owned area, which is set aside for the enjoyment for occupants or visitors to the property, and which may include both outdoor and indoor areas developed for active and/or passive recreation.

Parking Area. Any public or private area at grade or within a structure used for the express purpose of temporarily parking automobiles and other vehicles otherwise in operation for personal or business use.

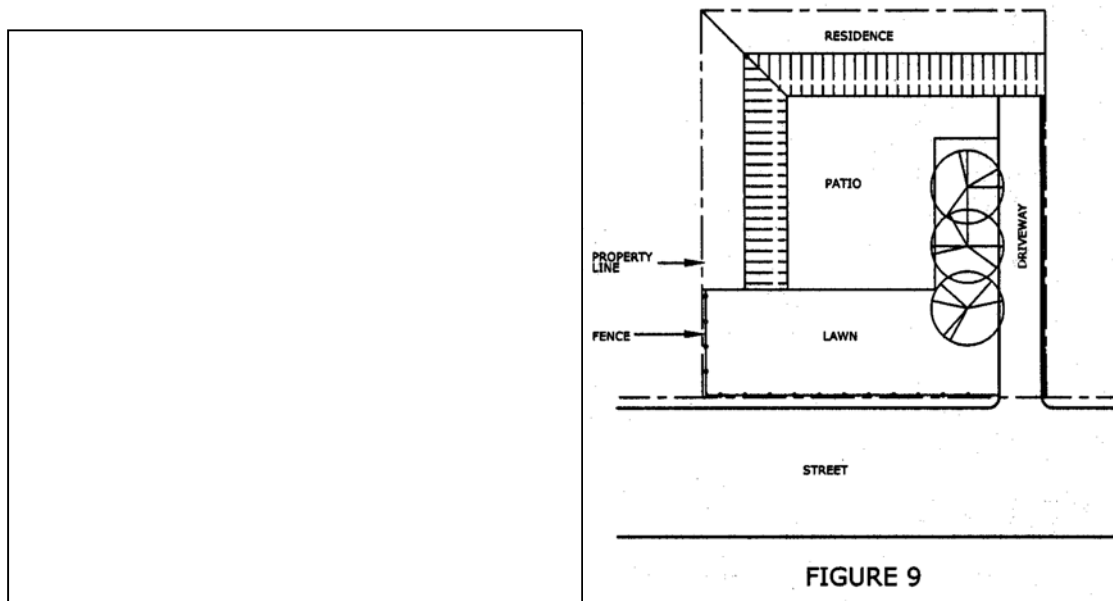
Parking Garage. An accessory building or portion of a principal building used only for the private storage of motor vehicles as an accessory use.

Parking Space. A space identified and set aside for the temporary parking of an automobile or other motor vehicle which is subdivided into the following categories:

- A. *Compact Car Parking Space.* A designated space not less than 8 feet by 16 feet expressly provided within a parking area for purposes of temporarily parking a compact car or other compact motor vehicle.
- B. *Handicapped Parking Space.* A designated space not less than thirteen feet in width (including loading area) and twenty feet in length, laid out and designated by signage in accordance with the requirements of the Georgia Accessibility Code for Buildings and Facilities.
- C. *Handicap - Van Only.* A designated space not less than sixteen feet in width including loading area and twenty feet in length.
- D. *Regular Parking Space.* A designated space not less than 9 feet in width by 19 feet in length.



Patio House. A 'For-Sale' dwelling in which most, or all, of a lot is used with yard space combined instead of divided. Front, rear and side yard are consolidated into one garden area, either partially or completely bordered by rooms or enclosed by walls. See also "Zero Lot Line."



Pedestrian Walkway. A right-of-way within a block dedicated to public use, five feet or more in width, intended primarily for pedestrians or bicycles and other non-motorized vehicles.

Perimeter. The boundaries or borders of a lot, tract or parcel of land.

Permit. Written governmental permission issued by an authorized official, empowering the holder thereof to do some act not forbidden by law, but not allowed without such authorization.

Permitted Use. Any use allowed in a zoning district and subject to the restrictions applicable to that zoning district.

Person. Any individual, corporation, association, firm, partnership or other legal entity.

Pet Day Care. A facility that provides care on a regular basis to household animals for a period of less than 24 hours with no overnight accommodations.

Planned Center, Office, Commercial or Industrial. A group of rental stores, service establishments, offices, industries and any other businesses planned to serve the public, which is in common ownership or condominium ownership.

Planning Commission. The appointed Planning Commission of the City of Alpharetta, Georgia.

Planted Area. An area of living plant material created for the purpose of establishing open space and consisting of a minimum of 50% of the area devoted to trees and shrubs.

Plat. (1) a map representing a tract of land, showing the boundaries and location of individual properties and streets; (2) a map of a subdivision or site plan.

Plat, Final. The final map of all or a portion of a subdivision which is presented to the proper review authority for final approval and recorded in the office of the Clerk of Superior Court of Fulton County.

Plat, Minor. A division of a tract or parcel of land into not more than four (4) lots and does not dedicate or offer for dedication any new street or require construction of any private road for access to any lots and does not require extension of sanitary sewer, stormwater, or water mains to service lots.

Plat, Preliminary. A preliminary map indicating the proposed layout of the subdivision or site plan which is submitted to the proper review authority for consideration and preliminary approval.

Portable. See Industrialized Buildings.

Premises. An area of land with its appurtenances and buildings which, because of its unity of use, is one unit of real estate.

Principal Building. The building or other structure within which is conducted (or intended to be conducted) the principal use of the lot on which said building is situated.

Principal Use. The primary or predominant use of any lot.

Prohibited Use. A use that is not permitted in a zoning district by right as a principal use, as an accessory use, or as a conditional use.

Public Space. A public- or privately-owned area, which is set aside for the enjoyment for occupants or visitors to the property, and which is developed for recreation, entertainment, and/or civic purposes and may include plazas, outdoor theaters, sculpture gardens, parks, playgrounds, community gardens, or other areas where people can gather. Areas that are restricted to the general public, like residential amenities, may not be included within the public space requirement.

Recreation Facility. A place designed and equipped for the conduct of sports, leisure time activities and other customary and usual recreational activities.

1. *Recreation Facilities, Indoor.* Recreational uses conducted almost wholly indoors, including bowling alley, skating rink, shooting range, health club, etc.
2. *Recreation Facilities, Outdoors.* Recreational uses conducted almost wholly outdoors, including ball fields, soccer, etc.

Recycling Center. A use operated exclusively for the collection and temporary storage of used paper, glass, metal, and similar materials suitable for reprocessing, which are transported elsewhere for separating, processing, or storage.

Rental Services Establishment. Any business establishment which rents or leases items of personal property such as tools, appliances and equipment to the general public.

Residence. A dwelling unit.

Restaurant. An establishment where food and drink are prepared, served and consumed primarily within the principal building, and without a drive-in or drive-thru component.

Restaurant, Drive-thru or Fast-Food. Any establishment, building or structure where food or drink are served for consumption, either on or off the premises, with drive-thru components. This definition shall not

include otherwise permitted restaurants where outdoor table service is provided to customers in outdoor dining areas.

Retail Establishment, Mixed Sales. Any business establishment selling a wide variety of goods arranged in several departments including, but not limited to, hardware, automotive, sporting goods, audio and video equipment, and clothing.

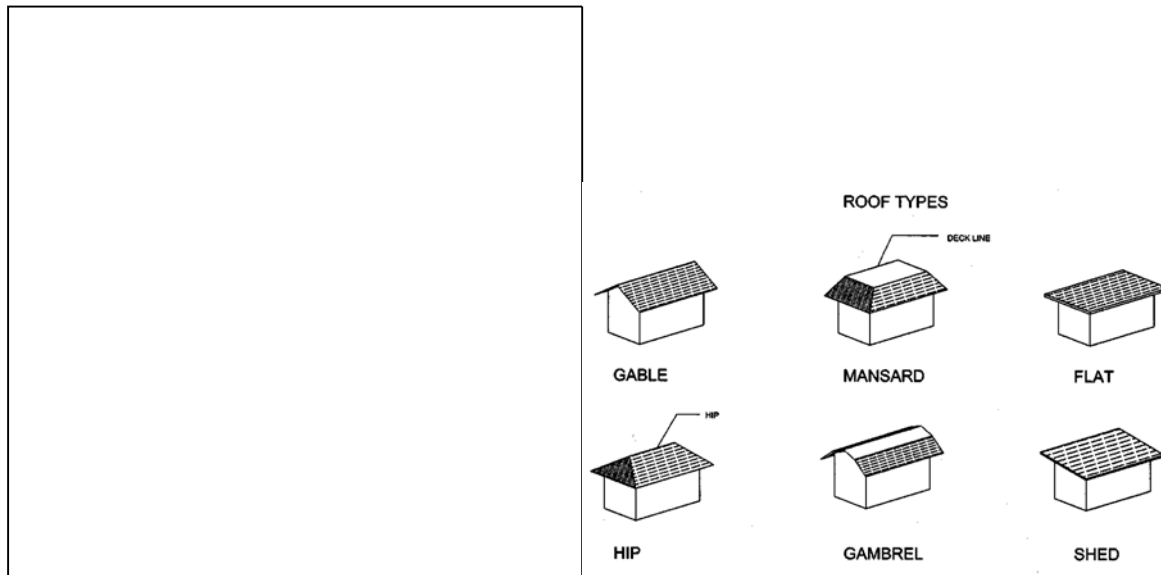
Retail Sales Establishment. A business principally engaged in offering a category of similar goods or products for sale to the general public, such as grocery store, hardware store, pharmacy, clothing shop, home furnishings store, office supplies store, and the like.

Retail Services Establishment. A business principally engaged in providing a service, as opposed to products, to the general public, such as a banking or financial institution, real estate or insurance office, barber or beauty shop, travel agency, amusement or recreation center, health clinic, legal firm, professional service, and the like.

Retail Strip Center. A group of retail stores designed as one development and being less than 50,000 square feet in size.

Right-of-Way. A strip of land occupied or intended to be occupied by a street, sidewalk, railroad, road, electric transmission line, oil or gas pipeline, water main, sanitary or storm sewer main, or for another special purpose use. Rights-of-way intended for streets, crosswalks, water mains, sanitary sewers, sewers, storm drains, or any other use involving maintenance by a public agency shall be dedicated to public use in fee simple.

Roof. The outside top covering of a building.



Salvage Yard. A facility or area for storing, keeping, selling, dismantling, shredding, compressing, or salvaging scrap or discarded material.

School, Academic. Any building or part thereof which is designed, constructed or used for education or instruction following the same curriculum offered in a public elementary, secondary, trade or technical, or higher education facility, and accredited to award diplomas as such.

School, Commercial. Any building or part thereof which is designed, constructed or used for education or instruction in any branch of knowledge or vocational pursuit, other than an academic school.

Semipublic Use. A use owned or operated by a nonprofit, religious, or educational institution for the purpose of providing educational, cultural, recreational, religious, or social services to the general public.

Service Drive. A minor, permanent, public right-of-way which is used primarily for vehicular service access to the back or side of properties otherwise abutting on a street.

Setback. The straight line distance between a street right-of-way or a lot line and the nearest point of a structure or building or projection therefrom (excluding steps, roof overhang, chimneys, bay windows and patios).

Setback, Front Cul-de-Sac.

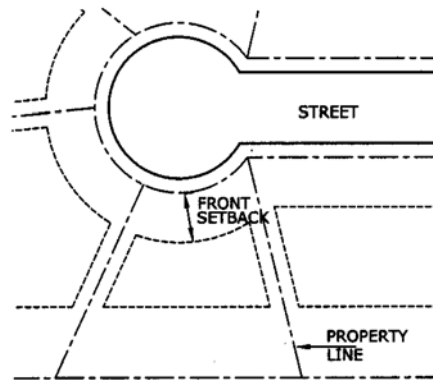
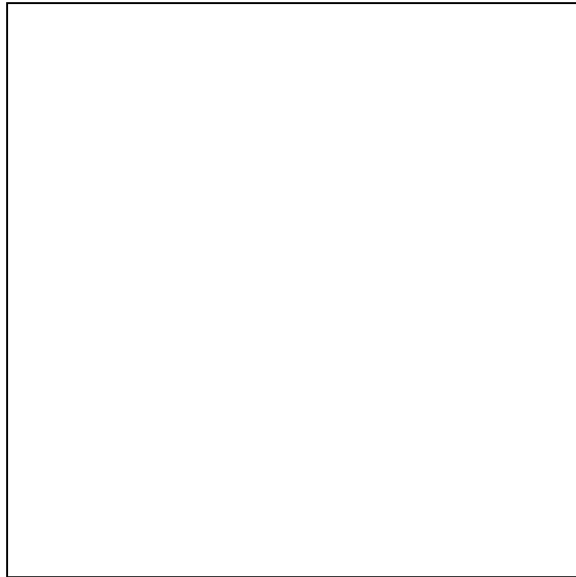


FIG 11

Setback, Minimum. The shortest distance allowed between a property line and any principal or accessory building on a lot, not including any required buffer areas. Minimum setback requirements for buildings are associated with the type of lot line from which the setback is taken; for instance, a "side yard setback" is measured from a side lot line.

Shopping Center. A group of retail sales or services establishments planned, constructed and managed as a total entity with customer and employee parking provided on-site, provision for goods delivery separated from customer access, aesthetic considerations and protection from the elements with a total size of at least 50,000 square feet.

Shopping Center, Specialty. A shopping center whose shops cater to a specific market and are linked together by an architectural, historical or geographic theme or by a commonality of goods and services.

Sidewalk. A paved, surfaced or leveled area, paralleling and usually separated from the street, used as a pedestrian walkway.

Sign. See Article II, Section 2.6, for all definitions relating to signs.

Site Plan. A plan accurately drawn to scale of a development project, depicting the buildings proposed to be placed on the property, related public and site improvements on the site, and additional information as required by this Ordinance or conditions of zoning approval, and other applicable ordinances.

Smoke Shop and Tobacco Store. Any premises dedicated to the display, sale, distribution, delivery, offering, furnishing, or marketing of tobacco, tobacco products, or tobacco instruments; provided, however, that any grocery store, supermarket, convenience store or similar retail use that only sells conventional cigars, cigarettes or tobacco as an ancillary sale shall not be defined as a "smoke shop and tobacco store".

Spa Services. A business that provides services, which may include non-medical massage, other personal services such as skin, nail, hair treatments, hair removal/waxing, and such types of services

requiring a customer to disrobe, and may have the sale of associated retail products. Such business shall be located within a retail center, shall not occupy more than 4,000 sq. ft. and shall not be closer than 2,000 ft. to a comparable business.

Special Care Home. An accessory use in a 'For-Sale' dwelling occupied by one or more persons related by blood, adoption, guardianship or marriage and/or not more than three unrelated persons, some of whom are in need of special care, living together as a nonprofit housekeeping unit. The term "special care home" shall include a home for adolescents, a home for physically handicapped persons and a home for mentally handicapped persons. The term "special care home" shall not include the business of operating a boarding house, rooming house or other similar establishment. Additionally, the term shall not include a penal institution, any place for persons convicted of a crime or any place for persons found to be juvenile delinquents.

Storage, Climate Controlled. A facility consisting of a building or group of buildings that contain individual storage units of varying sizes in a climate controlled environment where customer access is through a lobby and where no commercial transactions or activities take place other than the rental of the storage units (permitted in L-I only).

Storage, Mini-Warehouse. A facility consisting of a building or group of buildings that are surrounded by a security fence with controlled access and which contains individual storage units of varying sizes whose doors open directly to the outside and where no commercial transactions or activities take place other than the rental of the storage units.

Storefront Street. A street, that by virtue of its pre-existing pedestrian-supportive qualities, or its future importance to pedestrian connectivity, requires that new development along it achieves a high standard of design and pedestrian orientation.

Storm Water Management Report. A report prepared by a Professional Engineer registered in the State of Georgia that details the pre and post development activity hydrologic conditions.

Story. That portion of a building, other than a basement, included between the surface of any floor and the surface of the floor next above, or if there is no floor above, the space between the floor and the ceiling next above. Each floor or level in a multi-story building used for parking, even if below grade, shall be classified as a story.

Street. A dedicated and accepted public right-of-way for vehicular traffic from which direct access may be gained to abutting properties, or an easement or private right-of-way approved by the City Council to serve such purpose. The term "street" shall refer to the full width located between the limits of the right-of-way or easement, and not be limited to the roadway itself.

- A. *Principal Arterials* —are those streets and highways which serve major activity centers and emphasize traffic service rather than access to abutting land access. Principal arterials include all limited access freeways, expressways or parkways, and carry a high proportion of total area travel on a minimum of mileage.
- B. *Major Arterials* —are those streets which interconnect with the principal arterial system and provide service to trips of moderate length with emphasis on both traffic service and land access and generally do not penetrate identifiable single family residential neighborhoods.
- C. *Minor Arterials* —provide intra-community continuity but should not penetrate identifiable neighborhoods.
- D. *Collector Streets* —distribute trips from arterial street to their ultimate origin or destination. Collector streets provide a greater level of land access than arterial streets, may enter or traverse identifiable neighborhoods, and rarely serve significant volumes of through traffic.
- E. *Local Streets* —comprise all facilities not classified as arterial or collector. Local streets provide land access with service to through traffic being actively discouraged.

Street, Future Right-of-Way Line. The right-of-way line which is anticipated by the City, State or other agency for future development.

Street Right-of-Way Line. The limit of public ownership or private easement for property containing or intended to contain a street, dividing it from an adjacent lot.

Structure. A combination of materials to form a construction for use, occupancy or ornamentation which is fastened or attached to the ground.

Structure Height. The vertical distance to the highest point of a structure, as measured in the same manner as "Building Height" herein.

Subdivision. The division of a lot, tract or parcel of land into 2 or more lots, tracts, parcels or other divisions of land for sale, development, finance or lease.

Swimming Pool. A water-filled enclosure, permanently constructed or portable, having a depth of more than 18 inches below the level of the surrounding land, or an above-surface pool having a depth of more than 30 inches, designed, used and maintained for swimming and bathing.

Temporary Use. A use established for a fixed period of time with the intent to discontinue such use upon the expiration of the time period.

Theater. A building or part of a building devoted to showing motion pictures, or for dramatic, musical or live performances.

Townhouse/Rowhouse. A building type consisting of at least three, but not more than eight independent units that are attached by common side walls in a linear arrangement. Each unit occupies the space from the ground to the roof and normally has at least two, but no more than four floors. Such units typically feature a primary entrance on the front elevation and variations in materials, colors and/or windows to create a visual distinction between each of the attached units.

Tract. See "Lot."

Tree. See Article III, Section 3.2, for definitions relating to tree protection.

Use. The purpose for which a property or structure is designed, intended, reserved, or occupied.

Use, Accessory. See "Accessory Use."

Use, Conditional. See "Conditional Use."

Use, Principal. See "Principal Use."

Variance. Permission granted under circumstances prescribed herein to depart from the specific requirements of this Ordinance.

Vehicle for Hire Company. An establishment offering to transport passengers for a fee in any motorized or animal-drawn vehicle, the charges for which are determined by agreement, mileage or by the length of time for which the vehicle is engaged and also described as a taxi or limousine service.

Warehouse. A building used primarily for the storage of goods and materials. See also "Mini-Warehouse."

Wholesale Trade. Establishments or places of business primarily engaged in selling merchandise to retailers; to industrial, commercial, institutional or professional business users, or to other wholesalers; or acting as agents or brokers and buying merchandise for, or selling merchandise to, such individuals or companies.

Wireless Telecommunications Facilities. See Section 2.8 for definition of 'wireless tower.'

Yard. An area that lies between the buildings on a lot and the nearest lot line.

1. *Front Yard.* A yard situated along any public street right-of-way or private street easement.
2. *Rear Yard.* A yard situated along a rear lot line.
3. *Side Yard.* A yard situated along a side lot line.

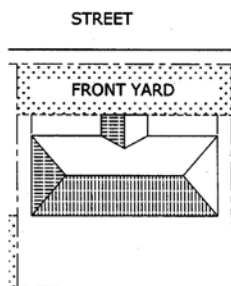
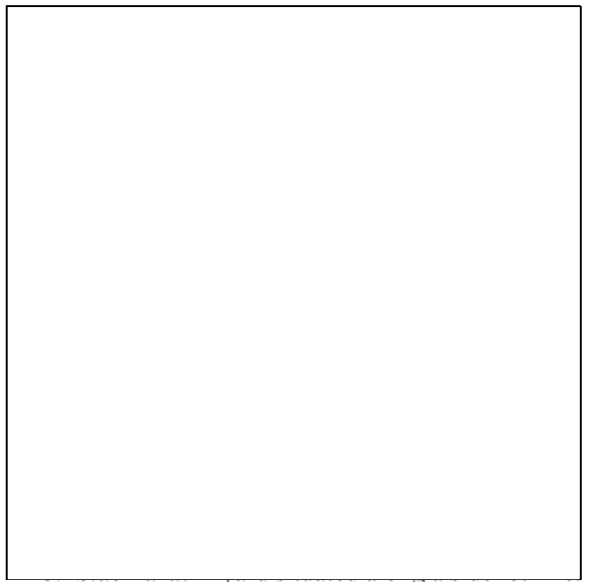


FIG 12

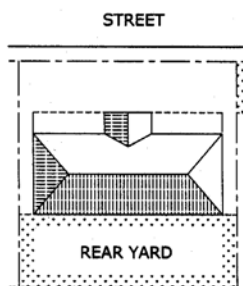


FIG 13

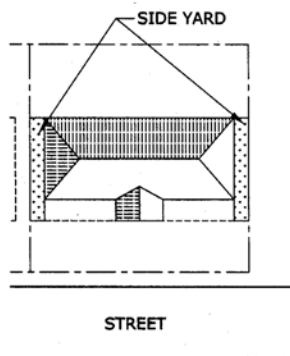


FIG 14

Zero Lot Line. The location of a building on a lot in such a manner that one or more of the building's sides rest directly on a lot line.

Zoning Change. An amendment to the Official Zoning Map or other action having the result of rezoning a property, approval of a Conditional Use on a particular property, or a change in conditions of approval applied to the zoning or conditional uses pertaining to a property.

ARTICLE II. - DESIGN STANDARDS

DIVISION 2. - DESIGN REVIEW BOARD

Sec. 36-65. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accessory structure means a structure detached from a principal building on the same lot, and customarily incidental and subordinate to the principal building or structure.

Action means any decision made by the board including approval, deferral or tabling.

Adaptive use means the process of converting a building to a use other than that for which it was designed (e.g., changing a factory into housing). Such conversions are accomplished with varying alterations to the building.

Alpharetta Highway (State Route 9) corridor of influence means any and all properties contiguous with or within the portion of the city along Alpharetta Highway or State Route 9, extending from Upper Hembree Road to the south, to Windward Parkway to the north.

Alteration of building means any change in the supporting members of a building (such as bearing walls, columns or girders); any change in the non-supporting interior walls of a building; any addition or reduction to the building; any change in use; or any relocation of a building from one location or position to another.

Board means the city design review board, as established by the Unified Development Code and appointed by the mayor and city council.

Building means a structure created to shelter any form of human activity, such as a house, barn, church, hotel, accessory building or similar structure.

Canopy (or marquee or awning) means a permanent roof-like shelter or overhang extending from part or all of a building face and constructed of a durable material such as fabric, metal, glass or plastic.

Central business district (CBD) means that portion of the city bounded by Mayfield Road to the north, Old Milton Parkway to the South, Haynes Bridge Road and Highway 9 to the east and Roswell and Canton Streets to the west (see Map A).

Certificate of design approval means a document issued by the design review board allowing an applicant to proceed with a proposed alteration, demolition, removal or new construction based upon a design review process and determination of the submitted proposal's suitability according to adopted criteria.

Community development director means the director of the community development department for the city, or his designee.

Construction means the act of erecting a new principal building or structure, and/or adding an accessory building or structure; the act of adding to an existing building, structure or other improvement.

Corridors of influence means the roadways and transportation routes having the greatest visual impact within the city and those roads which are considered to be gateways into the city. The corridors of influence include Alpharetta Highway or State Route 9 (except those portions which are considered to be in the Downtown Overlay, Haynes Bridge Road, Mansell Road, North Point Parkway, Old Milton Parkway, Westside Parkway, and Windward Parkway (from State Route 9 to Georgia 400).

Demolition means any act or process that destroys, in part or in whole, any existing condition.

Demolition by neglect means neglect in any maintenance of any building or structure which results in its deterioration.

Design review means the process of ascertaining whether modifications to a particular building, structure, site, area, district, landscape feature or any part thereof meets the standards of appropriateness (design guidelines) established by the design review board.

Design standards, guidelines or criteria means adopted and written standards of appropriate activity that will preserve or enhance the historical, cultural, architectural, archaeological, educational, social, or aesthetic character, function and value of a particular resource, district or area of the city as a whole.

Development activity means all new construction, modification, addition, alteration, moving, destruction or demolition which would affect the exterior appearance of any structure, building, land, site or other object, including, but not limited to, the following:

- (1) The demolition of any building, structure or object.
- (2) The moving or relocation of any building, structure or object.
- (3) Except for housecleaning, any material work on the exterior appearance of existing buildings by additions, reconstruction, rehabilitation, alteration or any maintenance (including exterior color), or any exterior material changes.
- (4) Any new construction of a principal building or accessory building or structure subject to view from a street or public way.
- (5) Changes in existing walls, fences, steps, sidewalks, streets and paving or construction of new walls, fences, steps, sidewalks, streets and paving, if along street rights-of-way, public lanes or public alleys.
- (6) The erection or display on any lot, building or structure of any sign, light, artwork, mural, sculpture or other appurtenant feature.

Director means the director of the community development department for the city.

District means a geographically definable area, urban or rural, possessing a significant concentration, linkage, or continuity of buildings, structures, sites, spaces, or objects united by past events or aesthetically by plan or physical development.

Downtown Overlay means that portion of the City generally bounded by Canton Street and Mayfield Road to the North; Wills Road and the western boundaries of Milton Manor and Milton Estates Subdivisions to the West; South Main Street, Old Milton Parkway and the southern boundary of Alpha Park Subdivision to the South; and Westside Parkway and the eastern boundary of Alpha Park Subdivision to the East. The study area of the City of Alpharetta Downtown Master Plan shall be shown on the Official Zoning Map and labeled "Downtown Overlay." In the event of a conflict between the general description set out herein and the Map, the Map shall control.

Exterior features means the architectural style, design, general arrangement and components of all or any of the outer surfaces of an improvement, as distinguished from the interior surfaces enclosed by said exterior surfaces, including, but not limited to, the type, color and texture of the building materials and the type and style of all windows, doors, lights, signs and all other features appurtenant to such improvements.

Facades means the exterior face of a building or structure exposed to public view.

Footcandles means a unit of luminance on a surface that is one foot from a uniform point source of light of one candle and equal to one lumen per square foot.

Garden district means that portion of Canton Street bounded by Church Street to the south and Hopewell Road to the north.

Gazebo means an accessory, open air structure not exceeding 300 square feet in size.

Haynes Bridge Road corridor of influence means any and all properties contiguous with or within the portion of the city along Haynes Bridge Road, extending from Academy Street to the north to Mansell Road to the south.

~~Historic business district (HBD) means that portion of the central business district bounded by Church Street to the north, Highway 9 to the east, Marietta Street to the south and the former Milton High School site to the west (see Map A).~~

Improvement means any building, structure, parking facility, fence, gate, wall, landscape feature, work of art or other object constituting a physical change of real property, or any part of such change.

Interchange districts means all properties within 1,000 feet of each interchange along Georgia 400. These districts include Mansell Road Interchange District, Haynes Bridge Road Interchange District, Old Milton Parkway Interchange District and the Windward Parkway Interchange District.

Island means, in parking lot and street design, built-up curbs (and in parking lots, usually placed at the end of parking rows) as a guide to traffic, and also used for landscaping, signage or lighting.

Landscape strip means a portion of a lot required to be reserved for, installed with, and maintained with vegetation. Such a strip may or may not be required to be of a linear form.

Mansell Road corridor of influence means any and all properties contiguous with or within the portion of the city along Mansell Road, extending from Haynes Bridge Road to the east to Warsaw Road to the west.

Master sign plan means a plan that includes all types of signage on a specific property. It shall include colors, design, placement and mounting styles for each sign type.

Mural means any piece of artwork painted directly on a wall, ceiling, or other permanent surface. If the artwork conveys a message about a product or service, it shall be considered a sign.

North Point Parkway corridor of influence means any and all properties contiguous with or within the portion of the city along North Point Parkway, extending from Kimball Bridge Road to the north to Mansell Road to the south.

Object means a material item of functional, aesthetic, cultural, historic or scientific value that may be, by nature or design, movable yet related to a specific setting or environment.

Old Milton Parkway corridor of influence means any and all properties contiguous with or within the portion of the city along Old Milton Parkway, extending from Wills Road to the west, and to the eastern city limits.

Ordinary repairs or maintenance means work done to prevent deterioration of a building or any part thereof by restoring the building as nearly as practical to its condition prior to its deterioration, decay or damage.

Owner means the title owner and his agents or assignees.

Parapet means that portion of a wall which extends above the roof line.

Preservation means the act or process of applying measures to sustain, in the existing form, the integrity and material of a building or structure, and the existing form and vegetative cover of a site (i.e., saving from demolition or deterioration buildings, sites, structures and objects and providing for their continued use by means of restoration, rehabilitation or adaptive use).

Principal building means the building or other structure within which is conducted (or intended to be conducted) the principal use of the lot on which said building is situated.

Reconstruction means the act or process of reproducing by new construction the exact form and detail of a vanished building, structure or object, or part thereof, as it appeared at a specific period of time.

Rehabilitation means the act or process of returning property to a state of utility through repair or alteration which makes possible an efficient contemporary use, while preserving those portions of features of the property which are significant to the historical and architectural values.

Restoration means the act or process of accurately recovering the form and details of a property and its settings as it appeared at a particular period of time by means of the removal of the later work or by the replacement of earlier work.

Roof line means the top edge of the roof or top of the parapet, whichever forms the dominant top line of the building silhouette.

Sign means any identification, description, illustration, symbol, statue or device, illuminated or non-illuminated, which is visible from any public place, each designed to advertise, identify or convey information, including any landscaping where letters or numbers are used for the purpose of directing the public's attention to a product or location, with the exception of window displays and state or national flags. For the purpose of removal, the term "sign" shall also include all sign structures.

Sign structure means any structure which supports, has supported or is designed to support a sign. A decorative cover is part of a sign structure.

Site means the location of a significant event or activity, or a building or a structure, whether standing, ruined, or vanished, where the location itself maintains special or unique value regardless of the value of the existing structure.

Site plan means a plan accurately drawn to scale of a development project, depicting the buildings proposed to be placed on the property, related public and site improvements on the site, and additional information as required by this article or conditions of zoning approval, and other applicable ordinances.

Solar panel means the following two types of devices that collect energy from the sun:

- (1) Solar photovoltaic modules use solar cells to convert light from the sun into electricity; and
- (2) Solar thermal collectors that use the sun's energy to heat water or another fluid such as oil or antifreeze.

Structure means a combination of materials to form a construction for use, occupancy or ornamentation which is fastened or attached to the ground.

Style means a type of architecture distinguished by special characters or features of a structure and ornament and often related in time; also a general quality of distinctive character.

Westside Parkway corridor of influence means any and all properties contiguous with or within the portion of the city along Westside Parkway, extending from Sanctuary Parkway to the southwest to Windward Parkway to the north.

Windward Parkway corridor of influence means any and all properties contiguous with or within the portion of the city along Windward Parkway, extending from State Route 9 to the west to Georgia 400 to the east.

(Code 1989, § 16-40; Ord. No. 437, § 4, 12-20-1999; Ord. No. 473, § 4, 5-7-2001; Ord. No. 637, §§ 1(exh. A), 2, 12-7-2009; Ord. No. 698, § 4, 12-1-2014)

Sec. 36-66. - Scope of division.

The restrictions imposed by this division shall apply to all non-single-family detached buildings, structures, sites, and areas and the property on which they are located, within the Downtown Overlay (as defined and depicted on Map A attached to the ordinance from which this article is derived and incorporated by reference), Corridors of Influence (as defined and depicted on Map B attached to the ordinance from which this article is derived and incorporated by reference), Interchange Districts (as defined and depicted on Map B attached to the ordinance from which this article is derived and incorporated by reference), and to all projects which otherwise expressly include, as a condition of development, review by the design review board [and other requests for new construction forwarded to the Board by the Director of Community Development](#).

(Code 1989, § 16-41; Ord. No. 437, § 5, 12-20-1999; Ord. No. 473, § 5, 5-7-2001; Ord. No. 637, §§ 1(exh. A), 2, 12-7-2009; Ord. No. 698, § 5, 12-1-2014)

SECTION 5.4 - DESIGN REVIEW BOARD

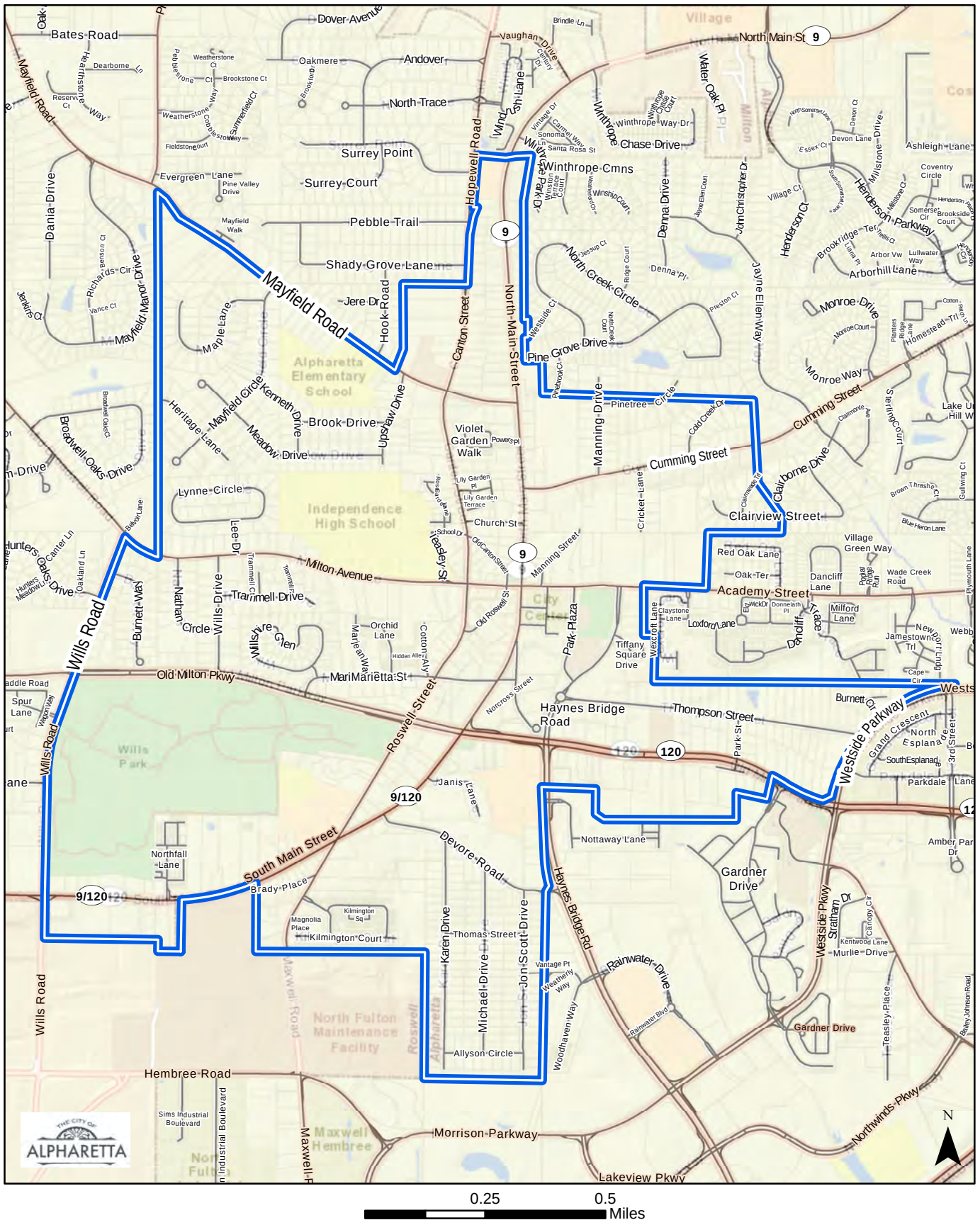
5.4.3 Powers and duties of the design review board.

The restrictions imposed by this section shall apply to all non-single-family detached buildings, structures, sites, and areas and the property on which they are located, within the Downtown Overlay, Corridors of Influence, Interchange Districts, to all projects which otherwise expressly include, as a condition of development, review by the Design Review Board and other requests for new construction forwarded to the Board by the Director of Community Development. The Design Review Board shall:

- A. Review for design approval applications for:
 - 1. All exterior features of new construction;
 - 2. All exterior features of construction, alteration, restoration, moving, demolition or repair of existing buildings or improvements involving or resulting in a change in the existing structural composition or architectural design or character of such building or improvement;
 - 3. All proposed changes to existing plot plans, site layout, off-street parking areas and other features such as walls, walks, terraces, fences, signs and lights, except as otherwise provided herein;
 - 4. All proposed screening of dumpsters, satellite antennas, parking lots, and rooftop and other mechanical equipment;
 - 5. All proposed outdoor play yards and/or equipment, and outdoor patios with or without seating.
- B. Review for design approval all applications for signs within the Downtown Overlay and all applications for master sign plans. Further, the Board shall review for design approval any application for a sign that is referred by the Director to the Design Review Board for design review in accordance with other provisions of this Code or the Design Review Board Ordinance.
- C. Grant or deny applications based upon a design review of the proposed development activity for compliance with design standards.
- D. The following shall not be subject to review by the Board:
 - 1. Repainting of a structure to the same color if that color has received previous Board approval;
 - 2. The ordinary maintenance or repair of any exterior elements of any building or structure;
 - 3. The construction, reconstruction, alteration or demolition of any such elements which the authorized City officers shall certify as required for public safety.
 - 4. Signs located outside the Downtown Overlay, unless design review is specifically referred to the Board by the Director or is performed in conjunction with the review of an application for a master sign plan.
- E. Act in an advisory role to other City departments, boards and commissions.
- F. Develop from time to time further design standards consistent with the purposes, intents, and standards established in the Design Review Board Ordinance.
- G. Hear and decide appeals of administrative decisions denying design approval of signs reviewed by the Director for compliance with the design standards set forth in the Design Review Board Ordinance.

([Ord. No. 751](#), § 3(Exh. B), 10-16-2017)

Downtown Overlay District





City Council Meeting & Public Hearing STAFF REPORT

Submitting Department: Recreation and Parks

Submitted By: Ruby Flynn

Sponsored By:

Meeting Date: June 17, 2019

I. AGENDA ITEM TITLE: PARK SYSTEM WAYFINDING AND SIGNAGE REPLACEMENTS (RFP 19-115)

II. RECOMMENDATION:

Award RFP 19-115 to Roswell Signs LLC (Signarama Roswell) for the construction and installation of park wayfinding and signage replacements through a 5-year on-call contract and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY
OPRT. BUDGET: NO

TOTAL PROJECT COST: FUNDING WILL COVER THE PHASE I
MONUMENT SIGNS DETAILED BELOW AS WELL AS FUTURE SIGNS
DETERMINED ON A PRIORITY BASIS.

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Parks Wayfinding Signage (Impact Fee Fund; 27590150-541500-C1908)	\$51,412.00
Parks Wayfinding and Signage Replacement (30161150-541500-C1908)	\$67,294.00

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

The City has adopted a Park Wayfinding Guidebook that provides a locally-appropriate identity and placement plan for the City of Alpharetta that addresses the multiple facets of the park and trails system. The guide includes system brand, sign typologies, placement guidelines, and an implementation strategy. The park system wayfinding concept uses existing branding guidelines and corresponds with the established look and feel for the City of Alpharetta. Additionally, the City has detailed design drawings for the wayfinding and signage types listed within the Park Wayfinding Guidebook.

With signage and wayfinding guidelines/design-drawings in place, the next step is to contract with a vendor for the construction and installation of said wayfinding and signage replacements.

To this end, Recreation, Parks, and Cultural Services staff, in conjunction with Finance staff, prepared RFP 19-115 and advertised in March/April 2019. Proposals were received on April 18, 2019 and consisted of three responses which were submitted to an Evaluation Committee for review and ranking. This Committee consisted of staff members from the Recreation, Parks and Cultural Services Department as well as the Community Development Department.

The Evaluation Committee met on May 15, 2019 to tabulate the overall scores. Each proposal was evaluated

based on the following criteria: Qualifications of Project Lead/Project Team (25%); Approach to Project (22%); Comparable Experience (30%); Alpharetta vendor preference (3%); and cost (20%). The resulting scores were as follows (ranking of "1" to "5" with "5" being the highest).

- 4.16 Roswell Signs LLC (Signarama Roswell)
- 3.57 Canam Sign & Imaging (CIB International)
- 3.31 Waybaytay Holdings Inc. (Signs Inc.)

While the main goal of the RFP was to select a strong signage partner with which to work towards implementation of the Park Wayfinding Guidebook (multi-year contract), cost was requested for the immediate replacement of multiple park monument signs to gauge the cost competitiveness of the responding firms. Based on existing budgetary appropriations, staff requested pricing on Phase I signage which included monument signs at the following parks: Cogburn Road Park; North Point Park Greenway Access; Rock Mill Park (two signs); and North Park (two signs). Canam Sign & Imaging was the lowest at \$45,019.60; followed by Roswell Signs LLC (\$49,161.91); and Signs Etc. (\$65,800).

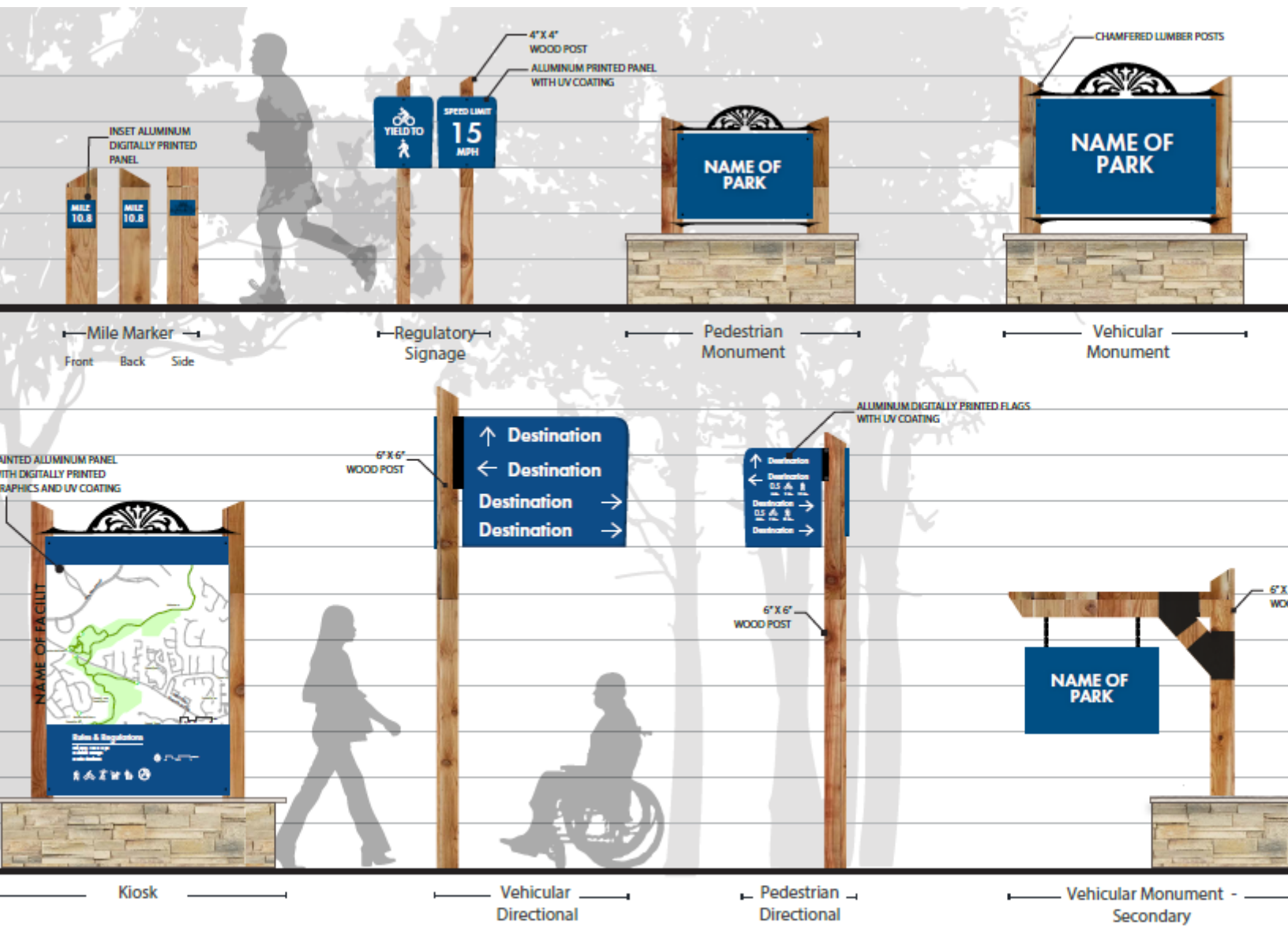
Additionally, pricing estimates were requested on wayfinding signage (e.g. pedestrian directional, vehicular directional, etc.) to give staff a better idea of funding levels required to implement the wayfinding and signage program. Roswell Signs LLC was the most cost competitive from a signage perspective. But higher on the hourly installation costs. Staff will utilize this pricing as a guideline when releasing the selected vendor to construct signs under this contract.

After reviewing all of the proposals, the committee found that Roswell Signs LLC approach to the project and comparable experience is best suited to accomplish our Wayfinding and Sign replacement plan. The cost analysis found their prices to be comparable to the other proposals submitted. With these factors in mind, staff recommends awarding RFP 19-115 to Roswell Signs, LLC.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Sign examples, Signarama RFP 19-115 Wayfinding Signage, RFP 19-115 Cost Estimates by Sign Type, RFP 19-115 Scoresheet, RFP 19-115 Parks Wayfinding



Family Concept #2: Less Ironwork

Alpharetta, GA Parks and Trails Wayfinding



**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:	PARKS WAYFINDING & SIGNAGE REPLACEMENTS – PHASE I
RFP #:	19-115
RFP RESPONSE DUE DATE/TIME:	APRIL 18, 2019 2:00 PM
RFP ISSUE DATE:	MARCH 21, 2019
NUMBER OF PAGES:	39

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; **FIVE** PAPER COPY 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 (ABBY) 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:	<u>Signarama Roswell</u>
FIRM/OFFEROR MAILING ADDRESS:	<u>795 Holcomb Bridge Rd, Ste D, Roswell, GA 30076</u>
FIRM/OFFEROR PHONE NUMBER(S):	<u>770-998-9126</u>
FIRM/OFFEROR FAX NUMBER(S):	<u>770-998-9135</u>
EMAIL ADDRESS FOR OFFEROR'S CONTACT:	<u>keyin@signarama-roswell.com</u>
AUTHORIZED OFFEROR SIGNATURE:	<u>Kevin Glover</u>
PRINTED NAME OF SIGNER:	<u>Kevin Glover</u>
OFFEROR FEDERAL I.D. NUMBER:	<u>82-1435185</u>
OFFEROR DUNS NUMBER:	<u>007118032</u>

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Scope of Work

City of Alpharetta Park Wayfinding Guide, June 2017

The Guide is a well-done project plan for the City of Alpharetta Parks. Consistency is the theme, demonstrating an official park brand that reinforces the reputation for high-quality living that Alpharetta has established. The use of natural materials will blend well into the ambiance of a nature preserve, while the use of the blue will contrast elegantly to assist residents in navigating the City Parks. The project will emulate the welcoming feeling of safety, comfort, and outdoor living, further establishing the city as one of the best places to live in Georgia.

The team at Signarama Roswell is confident that we can provide the resources, services, and dedication that will be necessary to execute this project.

City of Alpharetta Parks Wayfinding Specifications, Phase 1 Final

We have reviewed the Specs of the project. Sign Fabrication will be done in-house at our Roswell location. Site inspections and proofs will be provided prior to the start of any of the referenced projects. Production will be conducted in-house, at Signarama Roswell. Installation and clean up services will be conducted by Signarama team members in the projected timeline. Signarama will offer a three-year warranty that covers all sign repair or replacement of defective signs. Materials and finishing will meet the standards and expectations of the City. Signarama will work with the Project Manager to ensure customer satisfaction after completion of the project. As Alpharetta's strategic sign partner, our team will ensure consistent correspondence and communication with the city.

City of Alpharetta Parks Wayfinding Phase 1, Design Intent Drawings

The Signarama Team has reviewed the Drawings and we are confident that we can execute the project as specified within. As previously stated, all designs will be approved prior to project kick-off. Any and all designs will be approved by the city. Signarama's cost estimation has been based upon replicating these drawing exactly. If welcomed, our designers will be available to make any additional recommendations to the individual projects.

City of Alpharetta Parks Wayfinding Phase 1, Summary of Work

The Signarama Team has reviewed the Summary of Work from the Specs document. All pricing from the cost proposal include all items specified within A-I. Sign fabrication is conducted as specked, drawings layouts and samples will be provided prior to final approval. A licensed engineer will approve drawings as needed prior to installation. Installation is performed by Signarama and include any necessary equipment and hardware. Pricing listed includes the lighting fixtures as well as the electrical work. This includes running any necessary wiring and hook-up from a licensed electrician. Demolition is also included for any existing signage or vegetation that impacts the installation of the new signage.



Offeror Qualification

Cover Letter

*Kevin Glover
Signarama Roswell
795 Holcomb Bridge Road
Roswell, GA 30076*

April 18th, 2019

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

To whom it may concern,

Thank you for the opportunity to submit our bid to the City of Alpharetta to complete the construction and installation of various park wayfinding and signage replacements.

Signarama Roswell has served the Alpharetta and surrounding communities for the last 25 years, fostering the dependability required to complete this multi-year, phased construction project. As part of the Signarama franchise, our business has the skills and resources of a large corporation with the customer attention of a local, family business.

Required Information

- Signarama's office is located at 795 Holcomb Bridge Road, Suite D, Roswell, GA 30076. This office will be responsible for the work of this project.
- Signarama has been in business and been providing these services for 25 years.
- The single point of contact who will be responsible for any correspondence with the City will be the owner, Kevin Glover.

Kevin Glover, President/Owner
Signarama Roswell
795 Holcomb Bridge Road, Suite D
Roswell, GA 30076
Direct: 770-634-3503
Email: kevin@signarama-roswell.com



- The details of our Georgia Business License are below.
License Number: 20048
Name of License Holder: Roswell Signs LLC dba Signarama Roswell
Expiration Date: 12/31/2019 (renewed annually)
- The authorized signer is **Kevin Glover, President/Owner** (kevin@signarama-roswell.com).

I am confident that our team can offer the City a partnership that upholds the standards to which the prestigious city has set these years by offering quality, visually appealing, and cost-effective signage. Our collaborative, friendly team is service oriented and specializes in bringing innovative visions to life.

I hope that this proposal meets your needs and expectations. After your review and submission, our team would welcome the opportunity to present to your City representatives.

Please reach out if you have any questions or updates.

Respectfully,

Kevin

Kevin Glover
President, Signarama Roswell
Cell: 770-634-3503
kevin@signarama-roswell.com

References / Completed Projects

- City of Sandy Springs, Lost Corner Preserve
7300 Brandon Mill Rd NW, Sandy Springs, GA 30328
Mike Perry, Director of Parks Department
770-206-2035 | mperry@sandyspringsga.gov

Signarama Roswell produced, constructed, and installed a vehicular monument sign in the Lost Corner Preserve for the city of Sandy Springs. The referenced sign is a stone-based, cedar post monument sign, similar to the kiosk monument signs, vehicular monument signs, and pedestrian monument signs referenced in this RFQ.



- Fellowship Bible Church
480 Crossville Road, Roswell, GA 30075
Cindi Costoulas, Communications and Media Director
770-641-5633 | cindi.costoulas@fellowshiproswell.org

Signarama Roswell has completed a high volume of projects for Fellowship Bible Church, but in regards to the projects relevant to this RFQ, Signarama Roswell has produced, constructed, and installed both a vehicular monument sign and a pedestrian monument sign similar to the kiosk monument signs, vehicular monument signs, and pedestrian monument signs referenced in this RFQ.



- Jodi Chieco: Southern Porch, Flatlands, and Mercantile Social
 (1) The Southern Porch: 62 North Main Street, Alpharetta, GA 30004
 (2) Flatlands Bourbon & Bayou: 52 North Main Street, Alpharetta, GA 30004
 (3) Mercantile Social Tasting Room & Bar: 22 North Main Street, Alpharetta, GA 30004

Jodi Chieco, Owner and Operator

770-235-2152 | jchieco@comcast.net

Signarama Roswell has worked with Jodi Chieco, Owner and Operator of three Alpharetta Restaurants to produce, construct, and install signage similar to the kiosk monument signs, vehicular monument signs, and pedestrian monument signs referenced in this RFQ.



- Creekside Church
 673 Peachtree Parkway, Cumming, GA 30041
 Perry Gains, Executive Pastor
 770-888-8449 | perrygains@creekside.net

Signarama Roswell has produced, constructed, and installed directional signs similar to the vehicular and pedestrian signs referenced in this RFQ.



Resumes and Experience of Key Personnel at Signarama Roswell

Below are the team members at Signarama Roswell that will have the most involvement in the City of Alpharetta Projects.

- **Kevin Glover, President & Owner**

12 years of experience providing similar work

Kevin Glover started working for Signarama Roswell in 2007. During his time of employment, he worked in every capacity: production, installation, customer management, and sales. He was mentored by the previous owners and became the owner of the store in 2016. His unique experience and love of the sign industry translates into a better experience for Signarama customers. He's spent the last three years growing a team of industry experts. Kevin will oversee the relationship with the City of Alpharetta and ensure that each project is completed in accordance with quality, cost, and service expectations.

- **Erin Little, Store Manager**

16 years of experience providing similar work

Erin has been with Signarama Roswell since 2003. During her time of employment, Erin has proved her expertise in customer service excellence, project management, design, and project completion success. Erin will manage the team responsible for producing, constructing, and installing all City of Alpharetta signage.

Method of Providing Services

The Signarama Team will first conduct site surveys to confirm sign locations, sizing, and design of the Phase 1 projects. There will be consistent communication and collaboration in the form of regularly scheduled meetings with the Project Manager of the City of Alpharetta. The prioritization of the sign projects will be decided by the City of Alpharetta.

Each of projects will take an estimated total time of **4-6 weeks** from the time of final approval to project completion. The projects can be completed either autonomously or in concurrence if final approval is granted on multiple projects.

Once each project is officially started (after final approval), the team will commence production on the sign faces and metal work. The cedar posts will be gathered, prepped, chamfered, and stained. This will be completed at our office in Roswell, GA.

Upon completion of preparation, our team will schedule the removal of the existing signs, which takes place approximately 1-2 days prior to installation. We will then install the posts, build any necessary stone bases, and install the signage and metal work (if applicable) on the appropriate structures. Installation is usually be completed in 1-2 days, but may take a third day for projects that require masonry bases.

Once completed, we will notify the Project Manager of the City of Alpharetta, send project photos, and confirm satisfaction of the project.

Available Resources

Certificate of Insurance

Please see Appendix A: Certificate of Insurance.

Resources

Our experience makes us extremely confident that we have the equipment and access to resources necessary to complete the projects outlined in this RFQ. The individual items we may need include post pullers, landscape pullers, Bobcats, pick axes, flat shovels, spade shovels, post hole diggers, augers, levels, post levels, drills, impact drivers, masonry cutoff saws, mortar trowels, wheel barrels, water buckets, paint brushes, stain brushes, hardware, fasteners, etc.

Our in-house team is staffed with customer service, sales, design, production, and installation specialists. Potential subcontractors include a masonry expert and a licensed electrician. We work with 3rd Generation Mason for masonry work, specifically Ernest Simmons. We have worked with Ernest to complete multiple projects and his work is of the highest quality. Several Alpharetta projects will require a licensed electrician, for which we use Meer Electric; specifically Peter Meer. Meer Electric has worked on numerous project with us regarding sign electrical hook-up and we are confident he can provide a high-quality solution to all of our lighting needs.

As a member of the Signarama Franchise, our team has access to the latest technology, highest quality products, and formalized relationships with the industry's leading vendors. This includes corporate negotiated rates for products, which allows us to offer you a more cost-effective, high-quality solution.

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)

Roswell Signs LLC dba Signarama Roswell

Authorized Signature:

Kevin Glover

Printed Name and Title of Person
Signing:

Kevin Glover, President

Date:

04/15/19

Firm's Address:

795 Holcomb Bridge Rd, Ste D, Roswell, GA 30076

Contact's Email Address:

kevin@signarama-roswell.com

**This form must be completed in its entirety, signed by the firm's authorized signer and returned with your response in order for the response to be eligible for consideration.*

**Certification Regarding Debarment, Suspension, Proposed
Debarment, and Other Responsibility Matters****CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, PROPOSED DEBARMENT,
AND OTHER RESPONSIBILITY MATTERS**

The Contractor certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;
2. have within a three-year period preceding this bid/offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;
3. are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 2 of this certification;
4. have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.

Firm's Full Legal Name: Roswell Signs LLC dba Signarama Roswell
(PLEASE TYPE OR PRINT)

Authorized Signature: Ki Glover

Printed Name and Title of
Person Signing: Kevin Glover, President

Date: 4/15/19

Firm's Address: 795 Holcomb Bridge Rd, Ste D, Roswell, GA 30076

Contact's Email Address: Kevin@signarama-roswell.com

*This form must be completed in its entirety, signed by the firm's authorized signer and returned with your response in order for the response to be eligible for consideration.

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

Form W-9 (Rev. 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. Roswell Signs LLC		
2 Business name/disregarded entity name, if different from above: dba Signarama Roswell		
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 ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☒ 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. 795 Holcomb Bridge Rd, Ste D		Requester's name and address (optional)
6 City, state, and ZIP code. Roswell, GA 30076		
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 82-1425185		
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 ▶ <i>Ki Ahn</i>	Date ▶ 4/15/19
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-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding</i> , later.		

**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:

1322742

Federal Work Authorization (E-Verify) User Identification Number

2018

Date of Authorization

Roswell Signs LLC dba Signarama Roswell

Name of Contractor

RFP #19-115, Parks Wayfinding and Signage

Name of Project

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

Executed on April, 16th, 2019 in Roswell (city), GA (state).

Signature of Authorized Officer or Agent

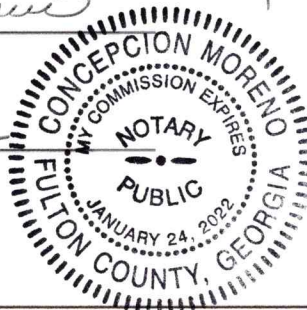
Kevin Glover, President

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 15 DAY OF April, 2019.

NOTARY PUBLIC

My Commission Expires:

JANUARY 24, 2022

Subcontractor Participation List

To: City of Alpharetta, Georgia

From: Signarama Roswell

Re: RFP #19-115, Parks Wayfinding and Signage Replacements - Phase I

Date: April 18th 2019

Is the accompanying invoice the final invoice for this project? X Yes No

Select one of the following:

 No subcontractors providing a service have been utilized on this project.

 X Below is a list of all subcontractors which have provided a service on this project.

	Subcontractor Name	Scope of Services
1	Meer Electric / Peter Meer	Lighting
2	3rd Generation Mason / Ernest Simmons	Stone / Masonry Work
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		

Add additional pages as needed to list all subcontractors.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lovelace McKinney Insurance 2576 Lawrenceville Suwanee Rd Suite 202 Suwanee GA 30024	CONTACT NAME: Fate McKinney III PHONE (A/C, No, Ext): (770) 349-0190 FAX (A/C, No): (770) 349-0191 E-MAIL ADDRESS: fate@lmiins.com <table style="width: 100%;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A : The Travelers Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Travelers Insurance Company		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : The Travelers Insurance Company															
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Roswell Sign, LLC dba Sign A Rama 795-D Holcomb Bridge Road Roswell GA 30076-8666															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☒ OCCUR						
	☒ CG D1 05 Blanket AI	x	x	680 6J220170 17 42	07/24/2018	07/24/2019	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000 MED EXP (Any one person) \$ 5000
	☒ CG D2 47 AI Contractors						PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:						\$
A	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ OWNED AUTOS ONLY			680 6J220170 17 42	07/24/2018	07/24/2019	BODILY INJURY (Per person) \$
	☒ HIRED AUTOS ONLY	x	x				BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
A	☐ UMBRELLA LIAB ☒ OCCUR						EACH OCCURRENCE \$ 1000000
	☒ EXCESS LIAB ☐ CLAIMS-MADE	x	x	CUP 6J377610-17-42	07/24/2018	07/24/2019	AGGREGATE \$ 1000000
	DED ☒ RETENTION \$ 10000						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	UB 6J22409A-17-42-6	07/24/2018	07/24/2019	☒ PER STATUTE ☐ OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 500000 E.L. DISEASE - EA EMPLOYEE \$ 500000 E.L. DISEASE - POLICY LIMIT \$ 500000
A	Business personal property			680 6J220170 17 42	07/24/2018	07/24/2019	Cov. w/ replacement 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE:
---------------------------	---





A large white sign with a green border is mounted on a green brick wall. The sign lists the 2018 Roswell Hornets Softball roster, divided into Varsity and Jr Varsity teams. The sign also includes the names of the coaches and managers.

VARSITY			JR VARSITY		
#25	Campbell Armstrong	12th	#13	Brooke Henry	11th
#96	Mackenzie Hitchcock	12th	#2	Skylar O'Bryant	11th
#4	Olivia Mokros	12th	#3	Lily Bradley-Lewis	10th
#13	Kaelyn Roberts	12th	#7	Sydney Kirksey	10th
#7	Tatum Armstrong	11th	#4	Hannah Gore	10th
#12	Savannah Nolan	11th	#11	Haley Blumberg	9th
#15	Skylar O'Bryant	11th	#8	Reannah Cofer	9th
#3	Hannah Gore	10th	#22	Sophia Eyre	9th
#18	Haley Blumberg	9th	#23	Emilee Glover	9th
#20	Emilee Glover	9th	#9	Lindsay Gray	9th
#22	Reese Hunter	9th	#10	Reese Hunter	9th
#31	Madison Smith	9th	#19	Hannah Zdancewicz	9th

COACHES: Carissa Rouston, Head Coach Drew Glover, Asst. Coach Emily Hoza, Asst. Coach Aria Lavender, Mgr.







Based on the concept information, provide the following estimates. This information will be used for planning and budgetary purposes only. This information will not be included in the contract.

Offerors	Signarama Roswell			Signs Etc			Canam Sign & Imaging, div. CIB International		
Sign Types	Sign Costs	Hourly Labor Rates	Percentage of Material Markups	Sign Costs	Hourly Labor Rates	Percentage of Material Markups	Sign Costs	Hourly Labor Rates	Percentage of Material Markups
Kiosk	8,170.00	200.00	25%	12,000.00	125.00	15%	9,500.00	85.00	20%
Mile Marker	343.00	200.00	25%	450.00	125.00	15%	490.00	85.00	20%
Pedestrian Directional	924.20	200.00	25%	2,750.00	125.00	15%	3,100.00	85.00	20%
Pedestrian Monument	5,699.20	200.00	25%	11,000.00	125.00	15%	3,100.00	85.00	20%
Regulator Signage	327.60	200.00	25%	850.00	125.00	15%	550.00	85.00	20%
Vehicular Directional	1,168.40	200.00	25%	3,750.00	125.00	15%	3,250.00	85.00	20%
Vehicular Monument	9,172.50	200.00	25%	10,000.00	125.00	15%	9,400.00	85.00	20%
Vehicular Monument Secondary (Hanging)	5,875.00	200.00	25%	9,500.00	125.00	15%	6,100.00	85.00	20%

RFP Evaluation / Scoring Sheet (Detail)

Park System Wayfinding & Signage Replacements - Phase I RFP # 19-115

OFFERORS	Signarama Roswell	Signs Etc	Canam Sign & Imaging, div. CIB International
Scoring Instructions: - Score each criteria for each proposal using a scale of 1 - 5; 5 = highest score available for any criteria. - Scores should be noted for each criteria as this will be the basis for evaluation. - Weights will be applied to combined scores. - Cost will be evaluated separately.			
CRITERIA			
Qualification of Project Lead/Project Team (25%)	1.00	0.75	0.85
Approach to Project (22%)	0.92	0.79	0.70
Comparable Experience (30%)	1.32	1.08	1.02
Local Vendor Preference (3%)	0.00	0.00	0.00
Total Proposal Score % (Cost not Opened-Scored)	3.24	2.62	2.57
Cost (20%)	0.92	0.68	1.00
Total Proposal Score % (including Cost)	4.16	3.31	3.57

Cost (20%)			
------------	--	--	--

Lump sum pricing			
Base Bid			
Cogburn Rd Park Sign	6,990.74	9,450.00	7,951.10
North Point Park Greenway Access Sign	8,436.39	10,100.00	6,609.10
Rock Mill Park Sign A	4,145.66	5,575.00	2,936.85
Rock Mill Park Sign B	4,145.66	5,575.00	2,936.85
Total Base Bid	23,718.45	30,700.00	20,433.90
Add Alternates			
North Park Sign A	12,721.73	17,550.00	12,292.85
North Park Sign B	12,721.73	17,550.00	12,292.85
Total Add Alternate	25,443.46	35,100.00	24,585.70
Grand Total	49,161.91	65,800.00	45,019.60

**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:	PARKS WAYFINDING & SIGNAGE REPLACEMENTS –PHASE I
RFP #:	19-115
RFP RESPONSE DUE DATE/TIME:	APRIL 18, 2019 2:00 PM
RFP ISSUE DATE:	MARCH 21, 2019
NUMBER OF PAGES:	39

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; **FIVE** PAPER COPY 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 (ABBY) 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**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.

EVENT**DATE**

- 1. RFP Issue DateThursday, March 21, 2019**
- 2. Deadline for Receipt of Written QuestionsMonday, April 8, 2019, 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 AnswersThursday, April 11, 2019, 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/TimeThursday, April 18, 2019, 2:00 pM**
 - 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 proposals from highly qualified contractors to complete the construction and installation of various park wayfinding and signage replacements. This will be a multi-year, phased construction project. This work includes, but is not limited to, demolition, fabrication, delivery, safety testing, installation, lighting, etc. Based on the evaluation of the proposals, it is the City's intent to enter into a five-year contract with the selected firm(s).

This procurement is issued under the authority of the City of Alpharetta Procurement Policy and applicable law. The City has the authority to reject all proposals or any proposal that is non-responsive or not responsible, and to waive technicalities and informalities to award a contract that is in the best interest of the City.

2.2 Organization of Proposal

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

1. **Cover Page** – Offeror's authorized official to complete, sign, and return with proposal response;
2. **Section 2.3, Scope of Work and Section 2.4 Project Specific Requirements** – include all requested documents, information, etc. Explain any exceptions, clarifications, etc.;
3. **Section 3, Offeror Qualification** – 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

Reference Documents posted separately from this RFP and available for download and review. These documents are made part of this RFP and part of any resulting contract:

1. City of Alpharetta Park Wayfinding Guide, June 2017 (Guide)
2. City of Alpharetta Parks Wayfinding Specifications, Phase 1 Final (Specs)
3. City of Alpharetta, GA Parks Wayfinding Phase 1, Design Intent Drawings (Drawings), March 2019

In 2017, the City worked with ALTA Planning + Design to develop a Park Wayfinding Guide (Guide), which is posted separately from this RFP and available for download and review. Based on a prioritization of signage needs, Phase I includes: Cogburn Road Park, North Point Parkway Greenway Access, Rock Mill Park Greenway Access Sign A, Rock Mill Park Greenway Access Sign B and (2) Alternates.

This work shall include all labor, materials and equipment necessary for the proper execution and completion of said work, as shown in City of Alpharetta, GA Parks Wayfinding Design Intent Drawings, City of Alpharetta, GA Parks Wayfinding Graphics, and as herein specified. It shall also include all work not specifically included in these documents which is properly inferable and necessary for the completion of this work.

SUMMARY OF WORK (from Specs document):

- A. Sign Fabrication: Types of signs, messages, and graphics are indicated on the Drawings and require various materials, finishes fabrication, and installation techniques.
- B. Submit shop drawings, layouts, samples, and mockups for the City and City's Representative approval.
- C. Structural design and wind-load calculations for all signs and foundations mounted and/or suspended signage to confirm structural integrity of the designed support connection. All structural connections will require certification by an engineer licensed in Georgia. The drawings are diagrammatic and indicate the aesthetic of "design intent" only.
- D. Installation of all fabricated signs, including all fasteners and fastenings, and related equipment.
- E. Coordination with all trades of this contract required for the fabrication and installation of the signage, including the approvals by the City required in this section. Fabrication and installation of the work shall be done in accordance with municipal code requirements.
- F. Coordination and verification of all messages with the City.
- G. Verification of all conditions and sign dimensions in the field. Contractor to coordinate all signage requirements with the architectural and structural drawings to ensure that all proposed signs shall be installed and structurally supported. Verification of conditions and sign dimensions to be completed prior to sign fabrication and approval of all required submittals.
- H. Illumination for vehicular monuments will require certification by a lighting engineer licensed in the state of Georgia. Lighting fixtures require the City and the City's representative approval.
- I. Demolition of existing vehicular monument signage and/or vegetation: Perform a thorough evaluation of all signage and landscape recommended for demolition in the Design Intent Drawings and the effects and impact on the facilities landscaping and irrigation system (where applicable).

2.4 Section Not Used

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 Contract is for a term of five years commencing upon contract execution, and terminating five years later, as further provided for in the Contract and in accordance with O.C.G.A. § 36-60-13.

The term of the Contract may be extended by the City, with the written consent of the Contractor, for such additional period of time as may be necessary or advantageous to the City.

The Contract price(s) and/or rates for the above-stated contract term will remain as offered in the Contractor's proposal cost submission and accepted/awarded by the City Council. For any such renewal term 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 for any renewal term, 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.

2.7 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 six (6) single sided, letter-sized pages. Font size shall be restricted to 10 point or larger. Excessive information will not be considered favorably.

Each proposal shall provide the following information:

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. Contractor's Georgia license number, name of license holder, and expiration date of license.
5. **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 / Completed Projects: Offeror shall provide a minimum of three (3) references, not including the City of Alpharetta, for park wayfinding and signage replacement projects. 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 client's name,
- the location of the project,
- contact person(s),
- contact person's telephone number,
- contact person's email address,
- a brief description of the project and services provided by the Offeror,
- a brief summary of the involvement of any key personnel proposed to be assigned to this project,
- statements as to if the project was completed within the contractual duration and cost, and
- if either the contractual duration or cost were exceeded, specific reasons as to why they were exceeded.

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 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,
- years of experience performing similar work,
- qualifications, skills, etc., and
- 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. **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.
2. **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

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 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# 58-6011454Copies of the City's Sales and Use Tax Certificate of Exemption and Form W-9, Taxpayer Identification and Certification are available upon request.

Base Bid:

Monument Placement – See Drawings for additional detail	Per Unit Fabrication Cost <i>Sec. 2.1-2.11*</i>	Per Unit Installation Cost <i>Sec. 3.1-3.8*</i>	Per Unit Demolition Cost <i>Sec. 3.2-3.3*</i>	LS (Lump Sum Complete)
Monument #1: Cogburn Road Park				
Monument #2: Big Creek Greenway at North Point Park and Access Road				
Monument #3: Rock Mill Park Sign A				
Monument #4: Rock Mill Park Sign B				
TOTAL:				

* Alpharetta Parks Wayfinding-Specs_Phase I document

Add Alternates:

Add Alternate: Monument Placements at North Park – See Drawings for additional detail	Per Unit Fabrication and Lighting Fixture Cost Sec. 2.1-2.11*	Per Unit Installation Cost Sec. 3.1-3.8*	Per Unit Demolition & Electrical Service Cost Sec. 3.2-3.3*	LS (Lump Sum Complete)
Monument #5: North Park Sign A				
Monument #6: North Park Sign B				
TOTAL ADD ALTERNATE:				

* Alpharetta Parks Wayfinding-Specs_Phase I document

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 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
Recreation, Parks & Cultural Services
2 Park Plaza
Alpharetta, GA 30009

Upon receipt of invoice and inspection and acceptance of the Work, the City will render payment. All such invoices will be paid within forty-five (45) days by the City unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor will provide complete cooperation during any such investigation.

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

4.3 Alpharetta Vendor Preference (a.k.a. Local Vendor)

It is the policy of the City to invest in the local community when appropriate through securing goods/services from local businesses at competitive pricing and terms. This is to encourage local businesses to compete for City Business for formal procurement with a contract value of \$50,000.01 to \$500,000.00.

To apply for the Alpharetta Vendor Preference the Vendor must meet the following requirements:

- Has a permanent place of business with full-time employee(s) within City limits for a minimum of six months prior to the issuance date of any formal solicitation to which said business is responding;
- The permanent place of business must distribute goods/services and cannot be a post office box or a residence;
- Has a valid business license from the City; and
- Is not delinquent on any taxes/fees owed to the City (e.g. property taxes, business license fees, etc.).

Vendors must complete the **Local Vendor Certification** form located in Appendix B: Optional and Information Forms. Every Vendor seeking qualification for local preference must include the completed form and all required documentation noted on the form in the Vendor's response to this RFP.

An Alpharetta vendor that has submitted the Local Vendor Certification Form with all required information and has been confirmed as eligible for preference by City personnel will be given preference of three percent (3.00%), or equivalent unit of measure, shall be provided as an evaluation criterion to any approved Alpharetta Vendor's proposal.

SECTION 5: EVALUATION CRITERIA

All proposals received will be reviewed by the Procurement Agent to ensure that all administrative requirements of the RFP package have been met, such as all documents requiring a signature have been signed and submitted. Failure to meet these requirements may be cause for rejection. Only responsive proposals will be given to Evaluation Committee for further review.

The Evaluation Committee will evaluate the remaining proposals and determine a ranking based on the information provided in response to this RFP. Proposals will be evaluated based on stated evaluation criteria. In ranking against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, quantity, and contractual factors. These rankings will be used to determine the most advantageous offering to the City.

Any proposal that fails to achieve a passing ranking for any part/section for which a passing ranking is indicated will be eliminated from further consideration.

After completing the initial ranking, the Evaluation Committee may create a shortlist made up of a grouping of the highest-ranking Offerors. In the event of a shortlist, Offerors may be asked to arrange a site visit; may be invited for a presentation or interview; or may be asked to supply additional information for evaluation. Once all evaluations are complete, the Evaluation Committee may either recommend to award to the highest-ranking Offeror or if necessary, to seek discussion/negotiation or a “best and final offer” in order to determine the highest-ranking Offeror.

Each criteria will be scored for each proposal using a scale of 0 - 5; 5 = highest score available for any criteria.

In assessing proposals, the Evaluation Committee will weigh the following:

Qualifications of Project Lead/Project Team	25%
Approach to Project	22%
Comparable Experience	30%
Alpharetta Vendor Preference	3%
Cost	20%
Total Evaluation	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. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters
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)

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.*

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters



CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

The Contractor certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;
2. have within a three-year period preceding this bid/offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;
3. are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 2 of this certification;
4. have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.

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 (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. ☐ 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 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 style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; border-bottom: 1px solid black;"></td> <td style="width: 40%; border-bottom: 1px solid black; text-align: center;">Social security number</td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black; text-align: center;"> - </td> </tr> <tr> <td colspan="2" style="text-align: center; padding: 5px 0;">or</td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black; text-align: center;">Employer identification number</td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black; text-align: center;"> - </td> </tr> </table>				Social security number		-	or			Employer identification number		-
	Social security number											
	-											
or												
	Employer identification number											
	-											
Part II Certification Under penalties of perjury, I certify that: - 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.												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; vertical-align: top;"> Sign Here </td> <td style="width: 60%; border-bottom: 1px solid black;"> Signature of U.S. person ▶ </td> <td style="width: 25%; border-bottom: 1px solid black;"> Date ▶ </td> </tr> </table>			Sign Here	Signature of U.S. person ▶	Date ▶							
Sign Here	Signature of U.S. person ▶	Date ▶										
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. 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>												

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:
 - 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.).

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)

GEORGIA

**AFFIDAVIT VERIFYING SUB-
SUBCONTRACTOR PARTICIPATION IN
FEDERAL WORK AUTHORIZATION PROGRAM**

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (contractor) on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of receipt of any affidavit from a sub-subcontractor to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract).

Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization (E-Verify) User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires

APPENDIX C: SAMPLE CONTRACT DOCUMENTS

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		

Add additional pages as needed to list all subcontractors.

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) or Request for Qualifications (RFQ).

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.

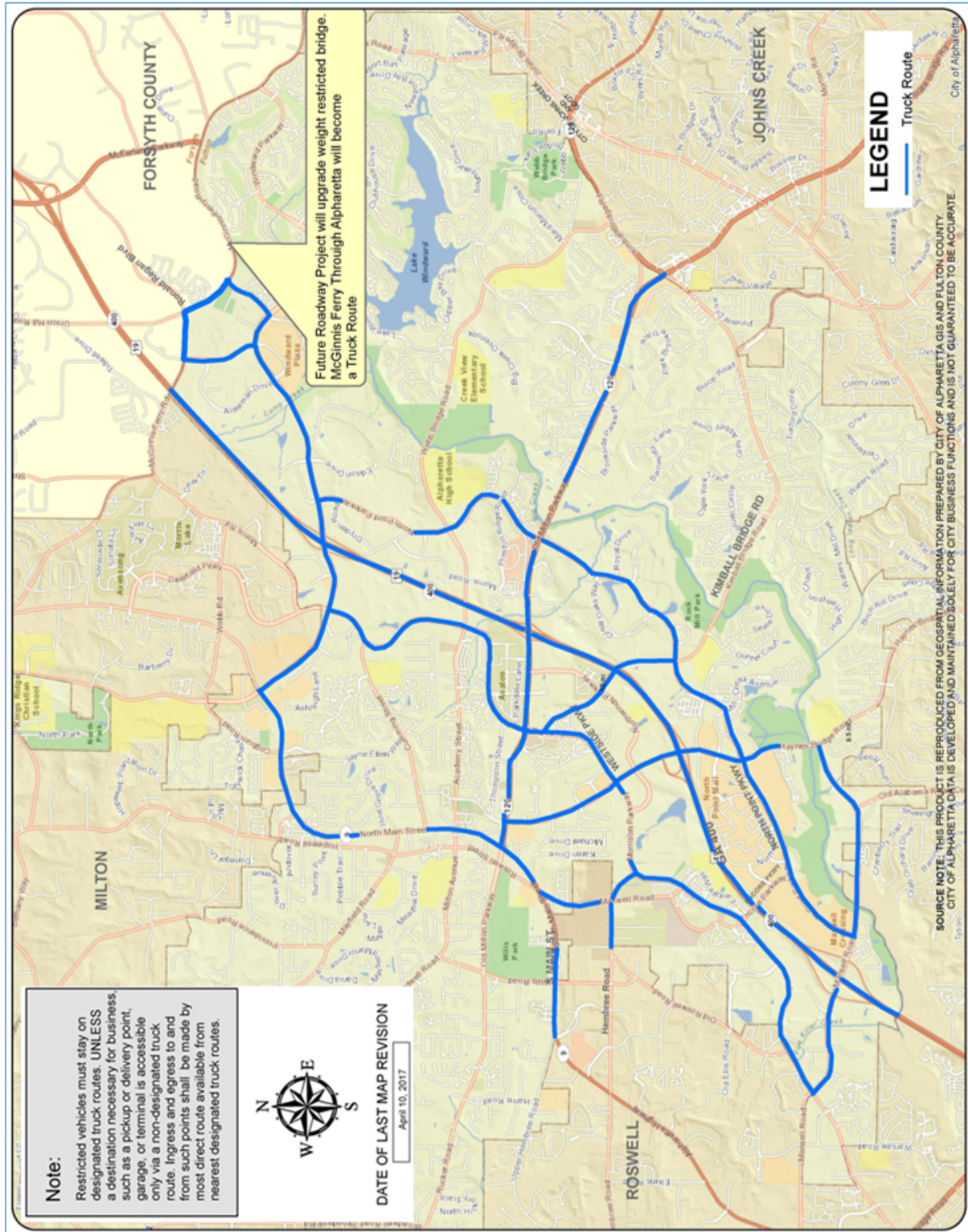
- **Complaint:** Any verbal or written communication received by the City of Alpharetta from members of the public referencing a general complaint regarding the inequitable distribution of benefits, services, amenities, programs or activities financed in whole or in part with federal funds is perceived 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>





City Council Meeting & Public Hearing STAFF REPORT

Submitting Department: Recreation and Parks

Submitted By: Kim Zane

Sponsored By:

Meeting Date: June 17, 2019

I. AGENDA ITEM TITLE: "THE LABORER" - MISCELLANY SCULPTURE

II. RECOMMENDATION:

Authorize purchase of the public sculpture known as "The Laborer" in an amount not to exceed \$24,000 as a part of the City's permanent sculpture collection.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: YES INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: \$24,000.00

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Downtown Sculpture Program / 30161150-544200-C1600	\$24,000.00

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

The recommendation is to purchase The Laborer sculpture by artist Mike Wasol to add to the City's permanent sculpture collection and remain in the same location. The Laborer is currently an on loan piece that was curated for the Miscellany Sculpture Exhibit.

The City created a public Facebook poll to include five Miscellany Sculptures that met the budget requirements for the program. Below represents the end results from the public poll with 1 having the most votes to 5 having the fewest votes.

1. The Laborer
2. Scorpion
3. Hanging Series
4. Homage
5. Morning Flower

The Laborer is interactive allowing the viewer to step inside the sculpture to see a night-time sky filled with stars.

V. ALTERNATIVES:

VI. ATTACHMENTS:

The Laborer, IMG_7261







City Council Meeting & Public Hearing STAFF REPORT

Submitting Department: Recreation and Parks

Submitted By: Kim Zane

Sponsored By:

Meeting Date: June 17, 2019

I. AGENDA ITEM TITLE: OMNIUM GATHERUM EXHIBIT – OUTDOOR ART ON LOAN PROJECT

II. RECOMMENDATION:

III. REPORT IN BRIEF:

The Outdoor Art on Loan Project for 2019 is called "Omnium Gatherum" and scheduled to replace the current outdoor exhibit called "Miscellany" in summer of 2019.

The City of Alpharetta has an agreement with Arts Alpharetta to continue the Outdoor Art on Loan Project with the intended purpose to further goals and policies set forth in the City's Comprehensive Plan and Downtown Master Plan and the Art in Public Places Guidelines & Policies.

The City has awarded a grant in the amount of (\$85,000.00) to Arts Alpharetta for the purpose of managing the Project within the City of Alpharetta in a manner that is consistent with the Grant Purpose.

Before notifying juried artists for the "Omnium Gatherum" Exhibit, the agreement requires Arts Alpharetta to notify the City of its proposed selections and provide the City a ten (10) day period to review the proposed selections/sculptures. If the City notifies Arts Alpharetta of its disapproval of the proposed sculpture during said ten (10) day period, Arts Alpharetta shall not select the subject sculpture for the exhibition.

Outdoor Art on Loan - 2019 "Omnium Gatherum" Process:

Locate the Artists

Sculpture entries were gathered from CODAworx which is an international global online community that showcases and celebrates design projects featuring commissioned artwork in interior, public and architectural spaces.

Selection Process

Arts Alpharetta contracted Susan Wright, Agent of the Cashin's Sculpture Garden at Chukkar Farm Polo Club and Event Facility, to jury the CODAworx sculpture entries. She submitted 10 juried sculptures to Arts Alpharetta for the proposed outdoor exhibit.

Arts Alpharetta Board reviewed Susan Wright's juried sculpture selections and the Board then voted for their top 8 sculptures with 2 back up sculptures and then submitted to the City of Alpharetta to for final approval.

City of Alpharetta Staff created a committee comprised of 5 staff members to vote on their top 8 sculptures then submit to Council in a workshop for their final approval.

City of Alpharetta Council gives final approval for the 2019 Outdoor Art on Loan Project / "Omnium Gatherum" Exhibit.

Implementation Process

Arts Alpharetta will notify selected artists and begin the placement process.

Emphasis will be placed on publically owned properties and give diverse opportunities but still allow for an outdoor walking exhibit format.

City Staff will assist Arts Alpharetta in selection of sculpture locations and try to utilize existing concrete sculpture bases to minimize costs.

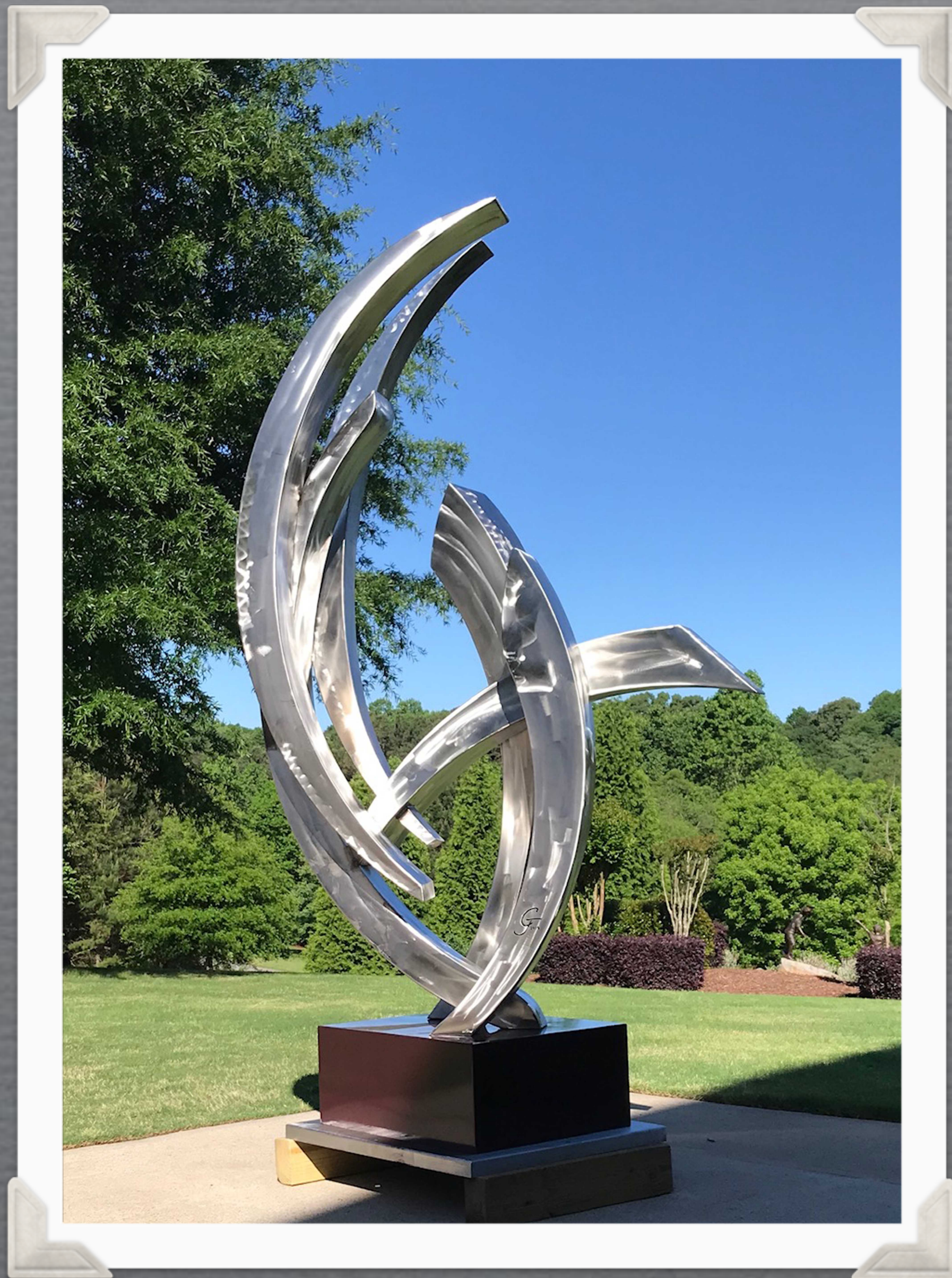
"Omnium Gatherum" Exhibit estimated completion is September 2019.

Attached for Council review and comments is the 2019 Juried Exhibit "Omnium Gatherum."

IV. ALTERNATIVES:

V. ATTACHMENTS:

Omnium Gatherum_Juried Options, FY_2019_Arts_Grant_Agreement_(Arts_Alpharetta,_Inc.;_Project_-_Omnium_Gatherum)EXECUTED, Art In Public Places Program - Guidelines (003)



Gregory Johnson

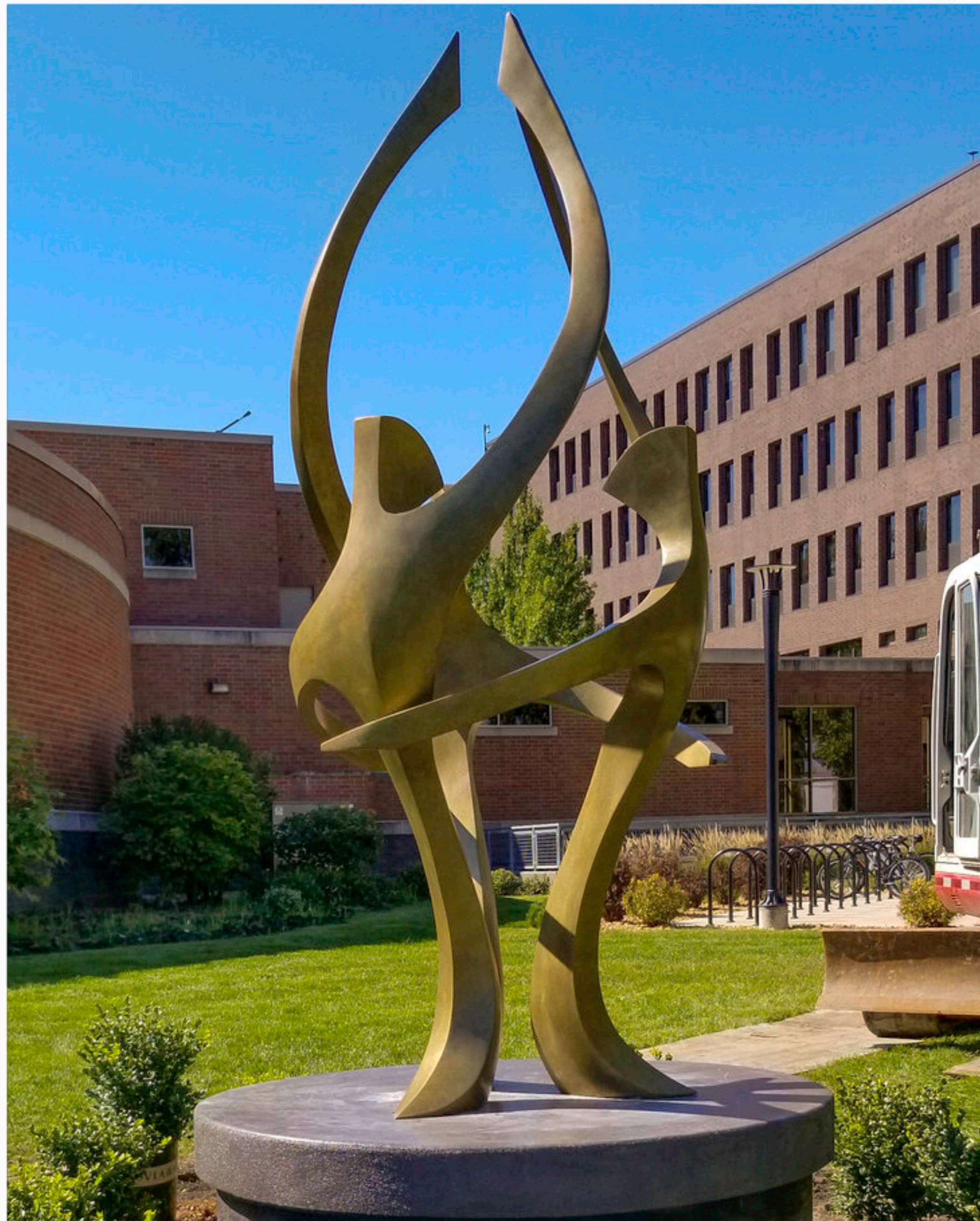
Nucleus

Medium

STAINLESS STEEL

Dimensions

25X60X9'2"H



Charles Strain Gathering

Medium

Cast Bronze

Dimensions

12' h x 6' w x 6' l



Jerome Harris Permet*

Coming Together

*Not entered through CODAworx

Medium

Steel

Dimensions

3 pieces-

115"X32"X24"

104"X32"X27"

98" X38" X24"



Phil Proctor Solar Wind

Medium
Steel, Aluminum, Acrylic
Dimensions
H 50' X W 50" x 35"



Karla Ely, Einoart
Snowflake

Medium
Carrara Marble
Dimensions
H 7' X W 7" x 12"



Kirk Seese

The Feather

Medium

**Steel, Baltic birch plywood, UV ink
& epoxy resin.**

Dimensions

10' tall x 3' wide x 3' deep



Kevin Duval

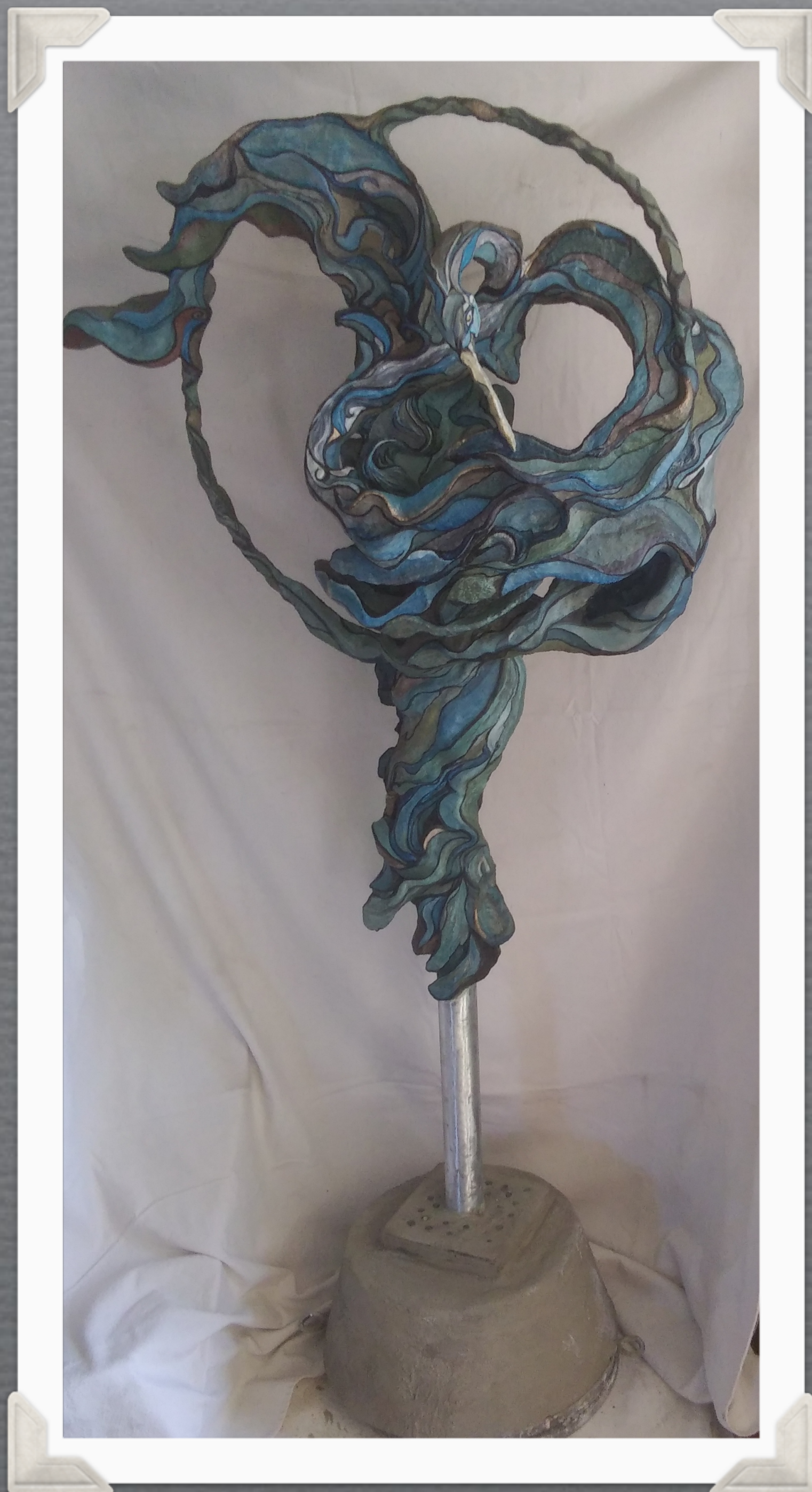
Jovial

Medium

Steel, Stainless Steel, Aluminum

Dimensions

H 14' with 7" orbital swing



Lee Bell

Hera 1 Blue Heron

Medium

**Abstracted Blue Heron in Circular Framing,
Mixed Media, Recycled Media, Steel, Compunded Cement
and Lath, Exterior Concrete Dyes and Stains, Sealant**

Dimensions

H 66' X W 35" x 16"

Alternates



Richard Medlock

A Walk in the Clouds

Medium
Concrete Pavers (colorized)
Dimensions
28' diameter



Carl Wright

Aria

Medium

indiana limestone

Dimensions

1.5' x 1.5' x 5'4" t w/pedestal

FY 2019 Omnium Gatherum: Open Air Art Exhibit Grant

**CITY OF ALPHARETTA GRANT AGREEMENT WITH
ARTS ALPHARETTA, INC.
FOR THE CREATION AND IMPLEMENTATION OF
OUTDOOR ART ON LOAN PROJECT**

THIS AGREEMENT is made and effective as of 6/5/2019 (the “Effective Date”), by and between the **CITY OF ALPHARETTA, GEORGIA**, a municipal corporation of the State of Georgia (the “City”), and **ARTS ALPHARETTA, INC.**, a nonprofit 501(c) corporation with its principal office located at 12850 Hwy. 9 North, Suite 600-330, Alpharetta, Georgia (“Arts Alpharetta”).

RECITALS AND BACKGROUND

A. WHEREAS, the Charter of the City of Alpharetta authorizes the City to exercise and perform all functions necessary or desirable to promote the general welfare of the City of Alpharetta and its inhabitants; and

B. WHEREAS, the City Council has approved the funding of a public art initiative to create an outdoor art on loan project, the intended purpose of which is to further goals and policies set forth in the City’s Comprehensive Plan and Downtown Master Plan and other interests of the City, including: to foster community pride; to improve the visual attractiveness of public spaces; to provide for the incorporation and connectivity of small scale outdoor spaces, green spaces, open spaces and other public spaces as a system of public art attractions; to encourage public interaction with public places via the placement of works of art; to promote art attractions to residents, tourists and visitors and thereby promote and stimulate business and economic development in the City; and to provide for the opportunity and ability to appreciate art and expand cultural opportunities throughout the community (the “Grant Purpose”); and

C. WHEREAS, Arts Alpharetta is a non-profit corporation based in Alpharetta and exempt from income tax under IRC §501(c); and

D. WHEREAS, Arts Alpharetta and the City are mutually interested in and concerned with providing and making available an outdoor public art on loan program for the benefit of the citizens of the City of Alpharetta; and

E. WHEREAS, Arts Alpharetta originally presented a proposal to the City Council on October 23, 2017, providing for the creation and implementation of an outdoor sculpture on loan project, a temporary exhibition titled “Miscellany: Open Air Art Exhibit” (referred to herein as the “Initial Exhibition”), as part of the City outdoor public art on loan program, and the City subsequently awarded an arts grant to Arts Alpharetta in FY 2018 to fund said project (the “FY 2018 Grant”); and

F. WHEREAS, Arts Alpharetta managed said FY 2018 Grant project and expended the FY 2018 Grant funds in a manner consistent with the FY 2018 Grant purpose, and Arts

FY 2019 Omnium Gatherum: Open Air Art Exhibit Grant

Alpharetta and the City desire to continue to provide and make available an outdoor public art on loan program for the benefit of the citizens of the City of Alpharetta; and

G. WHEREAS, Arts Alpharetta submitted a proposal to the City, which was presented to the City Council on or about April 22, 2019, providing for the creation and implementation of a second project for the outdoor public art on loan program following completion of the Initial Exhibition (said proposal as subsequently modified by mutual agreement of the parties is referred to herein as the “Proposal”); and

H. WHEREAS, the City desires to fund the outdoor public sculpture on loan project described in the Proposal, a temporary exhibition titled “Omnium Gatherum” (the “Project”), and Arts Alpharetta is willing and able to perform the Project and is authorized to expend such funds for the purpose of performing the Project in a manner consistent with the Grant Purpose; and

I. WHEREAS, the City Council has approved the award of a FY 2019 arts grant to Arts Alpharetta for the purposes and in the amount described herein.

NOW THEREFORE, the City and Arts Alpharetta hereby agree to the following:

1. GRANT ACCEPTANCE AND SCOPE OF SERVICES

The City hereby awards a grant in the amount of **EIGHTY-FIVE THOUSAND DOLLARS (\$85,000.00)** (the “Grant Funds”) to Arts Alpharetta for the purpose of managing the Project within the City of Alpharetta in a manner that is consistent with the Grant Purpose. Arts Alpharetta hereby accepts said grant under the terms and conditions of this Agreement and agrees to utilize the funds from this grant to perform and carry out in full the Project in a manner that is consistent with the Grant Purpose. The Project and the scope of services to be performed by Arts Alpharetta are further described and identified in **Exhibit “A”** attached hereto and incorporated herein by this reference.

2. DISBURSEMENT OF GRANT FUNDS

Within fourteen (14) days of execution of this Agreement by both parties, the City shall deliver to Arts Alpharetta a check in the amount of FIFTY-NINE THOUSAND FIVE HUNDRED DOLLARS (\$59,500.00), as an initial, partial payment (“Initial Payment”) of the Grant Funds, representing seventy percent (70%) of the Grant Funds. City will disburse the balance (“Final Payments”) of the Grant Funds by tendering a check to Arts Alpharetta as follows:

(a) The 1st Exhibit Cycle Final Payment in the amount of TWELVE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS (\$12,750.00), representing fifteen percent (15%) of the Grant Funds, will be disbursed once Arts Alpharetta has spent or contractually obligated the Initial Payment in full and has delivered to the City its “Request for 1st Exhibit Cycle Final Payment.” In its “Request for 1st Exhibit Cycle Final Payment,” Arts Alpharetta shall certify that this Agreement is being implemented in compliance with its terms, that the Initial Payment previously paid to Arts Alpharetta under this Agreement has been spent or contractually obligated in accordance with this Agreement, and that Arts Alpharetta is prepared to spend or contractually obligate the 1st Exhibit

FY 2019 Omnium Gatherum: Open Air Art Exhibit Grant

Cycle Final Payment expeditiously in accordance with this Agreement. The certification shall be signed by an authorized representative of Arts Alpharetta and notarized.

(b) The 2nd Exhibit Cycle Final Payment in the amount of TWELVE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS (\$12,750.00), representing the remaining fifteen percent (15%) of the Grant Funds, will be disbursed once Arts Alpharetta has spent or contractually obligated the 1st Exhibit Cycle Final Payment in full and has delivered to the City its “Request for 2nd Exhibit Cycle Final Payment.” In its “Request for 2nd Exhibit Cycle Final Payment,” Arts Alpharetta shall certify that this Agreement is being implemented in compliance with its terms, that the 1st Exhibit Cycle Final Payment previously paid to Arts Alpharetta under this Agreement has been spent or contractually obligated in accordance with this Agreement, and that Arts Alpharetta is prepared to spend or contractually obligate the 2nd Exhibit Cycle Final Payment expeditiously in accordance with this Agreement. The certification shall be signed by an authorized representative of Arts Alpharetta and notarized.

3. USE OF GRANT FUNDS

(a) Permitted Purposes. Arts Alpharetta may use the Grant Funds only for the purposes set forth in Section 1 of this Agreement, to wit: to procure and provide the services, labor, artwork/sculptures, materials, equipment, superintendence and other incidentals contemplated in this Agreement, including Exhibit “A” hereof, and as otherwise necessary to create, implement, perform and carry out the Project in a manner that is consistent with the Grant Purpose and the use of funds contemplated herein. Further, expenditures of the Grant Funds by Arts Alpharetta shall conform to the budget for the Project attached hereto and incorporated herein as **Exhibit “B”**.

(b) Capital Equipment. Arts Alpharetta shall not use the Grant Funds to purchase any kind of capital equipment.

(c) Deadlines. Except as extended by written permission of the City, the following deadlines will apply:

(1) *Expenditure or Obligation.* Arts Alpharetta must expend or contractually obligate the full amount of the Grant Funds in accordance with the timeframes set forth in Exhibit “A” and this Agreement. At the end of that time, the authority to expend unencumbered Grant Funds or to obligate them contractually will expire, and Arts Alpharetta must repay to the City, within fifteen (15) days, all Grant Funds paid to Arts Alpharetta that Arts Alpharetta has not spent or contractually obligated, unless the deadline is extended in writing by the City for good cause shown.

(2) *Duty to Complete Expeditiously and Report.* Arts Alpharetta will expeditiously implement the grant and will submit to the City, not less than once every four (4) months beginning from the date of this Agreement, detailed financial and status reports related to the Project. All uses and expenditures of Grant Funds pursuant to this Agreement shall be completed by the dates set forth in Exhibit “A”, which in no event shall be any later than December 31, 2022 (the “Date of Completion”). Not more than fifteen (15) days after the Date of Completion, Arts Alpharetta will report to the City the status of Grant Funds expended or incurred and Arts Alpharetta will

FY 2019 Omnium Gatherum: Open Air Art Exhibit Grant

return to the City any unspent Grant Funds, whether contractually obligated or not, unless the City consents in writing to a new deadline for good cause.

(d) Documenting Grant Purpose. To ensure that the expenditure of funds are being made in a manner that is consistent with the Grant Purpose, Arts Alpharetta shall maintain records detailing all uses and expenditures of the Grant Funds and provide the City with copies of such records upon request by the City.

(e) Additional Responsibilities and Obligations of Arts Alpharetta.

(1) *Sculpture Selection.* Arts Alpharetta shall be responsible for soliciting proposals for loaned sculptures to display in the exhibition and, in consultation with the City, selecting the sculptures that will be displayed in the exhibition. The final selection of sculptures by Arts Alpharetta shall be subject to the City's right to object to any proposed sculpture. Prior to making a final decision regarding the selection of a sculpture and entering into a binding agreement for the loan or purchase of such sculpture, Arts Alpharetta shall notify the City of its proposed selection and provide the City a ten (10) day period to review the proposed selection/sculpture. If the City notifies Arts Alpharetta of its disapproval of the proposed sculpture during said ten (10) day period, Arts Alpharetta shall not select the subject sculpture for the exhibition. Arts Alpharetta acknowledges and agrees that the City's public system of outdoor public art attractions, including outdoor visual works of art placed on or within City greenway, public rights-of-way, parks or any other property owned or leased by the City or in which the City holds a property interest ("City Property"), play an important role in defining the identity that the City projects to its residents and the outside world and that the City has a substantial interest in selecting works of art that are appropriate for the place in question, based on aesthetics, history, local culture, and similar factors. Arts Alpharetta further acknowledges and agrees that such visual works of art convey and have the effect of conveying a government message and thus constitute government speech.

(2) *Site Selection.* Arts Alpharetta, in consultation with the City, shall be responsible for identifying and selecting the locations (within the area identified in Exhibit "A") at which the sculptures will be installed (referred to herein as the "Sites", or individually as a "Site"). The proposed Sites selected by Arts Alpharetta shall be subject to the City's final written approval, which may be withheld at its sole discretion.

(3) *Signage.* Arts Alpharetta shall procure and install signage for the Project, subject to the City's approval of the proposed sign. No sign shall be installed without the City's prior written approval of same.

(4) *Required Terms of Agreements with Artists.* Arts Alpharetta shall incorporate the provisions attached hereto and incorporated herein as **Exhibit "C"** (as modified to conform to the subject agreement) and include such other terms and conditions as required by the City Attorney in any agreement with an artist providing for the loan of a sculpture that will be installed on City Property as part of the Project.

(5) *Compliance with Laws.* Arts Alpharetta shall comply with all applicable federal, State, and City laws, statutes, ordinances, rules, regulations, and requirements in the

FY 2019 Omnium Gatherum: Open Air Art Exhibit Grant

performance of its obligations hereunder and any services related to the Project, including, but not limited to, all applicable copyright laws and other intellectual property laws.

4. TERM

This Agreement shall commence upon the Effective Date and continue for a term ending on December 31, 2022, as further set forth herein and in accordance with O.C.G.A. § 36-60-13, unless terminated earlier in accordance with other provisions of this Agreement or extended by mutual agreement of the parties. Arts Alpharetta shall complete the Project in accordance with the schedule set forth in Exhibit “A” or as otherwise mutually agreed to by the parties in writing.

5. ACCOUNTING; AUDIT RIGHTS

(a) Accounting. Arts Alpharetta will account for the Grant Funds and keep track of their application in such a way that their receipt, deposit, budgeting, contractual commitment, expenditure, and uses may be determined and confirmed chronologically by auditors at all times. Arts Alpharetta shall also account for the Grant Funds in accordance with generally accepted accounting principles for nonprofit corporations and shall provide the City with any information and documents necessary to detail and support the accounting of such funds, including the actual expenditures, as determined by the City.

(b) Audit. The City shall retain authority to obtain and/or perform an audit of Arts Alpharetta in any manner related to this Grant. Further, Arts Alpharetta shall allow, obtain, and cooperate with any audit or investigation of Grant administration requested or undertaken by the City. Arts Alpharetta shall also provide to the City statements of expenditures and financial statements reasonably required by the City with respect to this Agreement and the Grant Funds.

(c) Records Retention. Arts Alpharetta will maintain all records required under this Agreement for at least three years after it has fully spent or returned to the City the amount of all Grant Funds.

(d) Written Contracts. Any external expenditure or obligation of Grant Funds by Arts Alpharetta must be under a contract and in writing.

(e) Certification. Arts Alpharetta must certify to the City that the Grant Funds were used solely for the purposes for which the grant was made. The certification must also include a final statement that expenditures made from the Grant Funds were in accordance with Exhibits “A” and “B” and the Grant Purpose. Arts Alpharetta must make the certification required above for each fiscal year in which Arts Alpharetta expends Grant Funds or after which Arts Alpharetta has an unexpended balance of Grant Funds.

(f) Survival. The obligations set forth in this Section and its subsections shall survive termination of this Agreement.

FY 2019 Omnium Gatherum: Open Air Art Exhibit Grant

6. INSURANCE

(a) Insurance Generally. Unless (and then only to the extent) expressly waived in accordance with Subsection 6(f) below, Arts Alpharetta shall obtain and continuously maintain during the term of this Agreement insurance of the kind and in the minimum amounts specified as follows:

(1) *Statutory Worker's Compensation and Employers Liability Insurance* in the minimum amount of Five Hundred Thousand Dollars (\$500,000) or as required by applicable law, whichever is greater, for all employees and other persons as may be required by Georgia law. If Arts Alpharetta is self-insured, Arts Alpharetta shall additionally provide the City with a certificate from the Georgia Board of Workers' Compensation stating that Arts Alpharetta qualifies to pay its own workers' compensation claims.

(2) *Comprehensive General Liability Insurance* with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate. The policy shall be applicable to all premises and all operations of Arts Alpharetta. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. Completed operations coverage shall be maintained for a minimum period of two (2) years following completion of the Project. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.

(3) *Comprehensive Automobile Liability Insurance* with minimum combined single limits for bodily injury of not less than One Million Dollars (\$1,000,000) per occurrence and property damage of not less than One Hundred Thousand Dollars (\$100,000) per occurrence with respect to each of Arts Alpharetta's owned, hired and non-owned vehicles assigned to or used in performance of this Agreement. The policy shall contain a severability of interests provision. Such coverage must include all automotive equipment used in the performance of this Agreement, both on and off any work site, and such coverage shall include non-ownership and hired cars (vehicles and equipment) coverage. Such insurance coverage must either extend to all of Arts Alpharetta's contractors or subcontractors performing services under this Agreement (if any) or Arts Alpharetta shall require such contractors or subcontractors to procure and maintain insurance covering each subcontractor and meeting the above criteria. Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.

(4) *Umbrella/Excess Liability Insurance* with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate in excess of the underlying primary Commercial General Liability insurance policy described above. Such policy shall be no more restrictive and provide the same or greater coverage as the underlying Comprehensive General Liability insurance policy. Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents as additional insured parties.

FY 2019 Omnium Gatherum: Open Air Art Exhibit Grant

(b) Requirements of Insurance.

(1) Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Arts Alpharetta.

(2) No policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.

(3) Every policy of insurance shall provide that the City will receive notice no less than thirty (30) calendar days prior to any cancellation, termination, or a material change in such policy.

(4) Proof of required insurance shall be maintained in all equipment and motor vehicles insured in accordance with the provisions of this Agreement.

(5) Arts Alpharetta will ensure that any and all policies of insurance procured hereunder shall provide for a waiver of subrogation against the City, and Arts Alpharetta waives any claim against the City arising in contract or tort which is covered by its insurance hereunder.

(c) Failure to Obtain or Maintain Insurance. Neither Arts Alpharetta's failure to obtain and continuously maintain policies of insurance in accordance with this Section and its subsections nor the City's waiver of such requirements in accordance with Subsection 6(f) below shall limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of Arts Alpharetta arising from performance or non-performance of this Agreement. Failure on the part of Arts Alpharetta to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement without advance notice.

(d) Insurance Certificates. Arts Alpharetta shall provide proof of such insurance to the City contemporaneously with the execution of this Agreement. Prior to the disbursement of Grant Funds, Arts Alpharetta shall submit to the City certificates of insurance for all required insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section and its subsections shall be indicated on each certificate of insurance. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied.

(e) Other Insurance. Arts Alpharetta shall maintain such other types and/or amounts of insurance as reasonably required by the City from time to time.

(f) City's Waiver of Insurance Requirements. The parties do hereby expressly agree that the City, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Section and its subsections, such waiver to be made in writing, as an Addendum to this Agreement, signed by the City Risk Manager. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver

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shall be determined solely by the City's Risk Manager taking into account the nature of the work and other factors relevant to the City's exposure, if any, under this Agreement. Any such waiver may be withdrawn, terminated or modified by the Risk Manager, in whole or in part, so as to reinstate such obligation(s), effective upon the Risk Manager's execution of a further Addendum to this Agreement and the provision of written notice of same to Arts Alpharetta. The foregoing provision shall supersede and control over any conflicting provision(s) of this Agreement.

(g) Contractor Insurance. Arts Alpharetta shall, in any contract for the installation or removal of sculptures or the performance of construction or other similar services on City Property in connection with the Project, require its contractor (of any tier) to carry statutory Workers' Compensation Insurance, Employers Liability Insurance, Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance in the same minimum amounts and providing the same or greater coverage as listed above for Arts Alpharetta. Arts Alpharetta shall further require such contractor to have its Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance policies endorsed to name Arts Alpharetta, the City and the City's elected officials, officers, employees and agents as additional insureds. Arts Alpharetta shall require its contractor to furnish to the City certificates of insurance for all required insurance prior to contractor commencing any work under such contract. No waiver by the City's Risk Manager pursuant to Subsection 6(f) of this Agreement shall operate or be construed as a waiver of the requirements set forth in this Paragraph (g).

7. PROPERTY INSURANCE.

Unless the artist expressly elects to maintain its/his/her own insurance, the City will insure the sculpture against physical loss or damage during the period of time the sculpture is on loan to Arts Alpharetta and located on City Property (not to exceed 2 years) for 100% of the declared fair market value listed by the artist in its/his/her agreement with Arts Alpharetta, not to exceed fifty thousand dollars (\$50,000.00). The insurance will include coverage against risk of physical loss or damage from external causes while located on City Property during the term of the loan, subject to any policy exclusions; however, if the sculpture is industrially fabricated or can otherwise be repaired or replaced to the artist's specifications, the amount of insurance shall be limited to the cost of such repair or replacement. In the event of a loss, it will be the artist's responsibility to establish to the satisfaction of the City's insurer that the declared value is the actual fair market value of the sculpture. If no declared value is specified in artist's agreement with Arts Alpharetta, the City will insure the sculpture at an estimated value as determined in the City's sole discretion; however, such estimated value shall not be construed as an appraisal of the sculpture. The risk of loss or damage to the sculpture shall be borne solely by the artist during transit and until such time the sculpture is delivered to City Property and care, custody and control of the sculpture is accepted by Arts Alpharetta. Once the sculpture has been removed from public display in the exhibition in accordance with artist's agreement with Arts Alpharetta, the risk of loss or damage to the sculpture shall be borne solely by artist. The amount payable by insurance secured in accordance with the foregoing provisions is agreed to be the sole and exclusive remedy available to artist for any physical loss or damage to the sculpture, and in no event will the City be liable to Arts Alpharetta or any artist for damages in excess of the amount of any insurance recovery from the City's insurance policy, nor for any loss or damage due to causes excluded from coverage under such

FY 2019 Omnium Gatherum: Open Air Art Exhibit Grant

policy. Nothing in this Section shall be deemed to constitute a waiver of the City's sovereign immunity.

8. INDEMNIFICATION

Arts Alpharetta shall indemnify and hold harmless the City, including its officials, officers, employees and agents, from and against any and all claims, demands, losses, liabilities, suits, actions, costs, expenses (including expenses of litigation and attorneys' fees) and damages (collectively "Claims") of any type or nature arising out of or related to Arts Alpharetta's or its officers', agents', employees', contractors' or subcontractors' performance or non-performance of this Agreement, including, but not limited to, (a) any Claim arising out of or related to Arts Alpharetta's (or its officers', agents', employees', contractors' or subcontractors') failure to comply with any of the obligations contained herein, (b) any Claim for personal injury or property damage arising out of or related to any act or omission of Arts Alpharetta and/or Arts Alpharetta's agents, employees, contractors or subcontractors, (c) any Claim for infringement of patent, copyright, trademark, trade secret or other intellectual property or proprietary right, or (d) any Claim for infringement of an artist's rights under 16 U.S.C. § 106A, 16 U.S.C. § 113, or similar state, federal, or international law. Notwithstanding the foregoing, this indemnification obligation shall not apply to any Claim for physical loss or damage to the sculpture that is covered by the insurance policy maintained by the City in accordance with Section 7 of this Agreement or to any Claim caused by the sole negligence or willful misconduct of the City. Nothing set forth in this Section shall be deemed to constitute a waiver of the City's sovereign immunity. Further, no provision of this Agreement shall be deemed to create rights in any third party or create any third-party beneficiaries (other than with respect to the provisions set forth in Section 7 hereof obligating the City to maintain property insurance insuring against risk of physical loss or damage to the sculpture for the benefit of the artist/owner of same).

9. TERMINATION; REMEDIES UPON DEFAULT

(a) Termination. This Agreement may be terminated by the City in the event Arts Alpharetta defaults in the observance or performance of any of its covenants or obligations under this Agreement. Prior to such termination, the City shall provide written notice of the default to Arts Alpharetta, and Arts Alpharetta shall have ten (10) days from the date of receipt of such notice to cure the default if such default is capable of being cured. If Arts Alpharetta fails to cure the default within said ten (10) day period, or if the default is not capable of being cured, the City may terminate this Agreement effective immediately upon the provision of written notice to Arts Alpharetta.

(b) Repayment of Grant Funds.

(1) *Unexpended Grant Funds*. Upon termination of this Agreement pursuant to this Section, all remaining and unexpended Grant Funds, whether contractually obligated or not, shall be immediately due and payable to the City by Arts Alpharetta without further demand or notice.

(2) *Non-Compliance with Audit Requirements*. If Arts Alpharetta defaults on its obligation to comply with the certification and audit requirements set forth in Section 5 of this

FY 2019 Omnium Gatherum: Open Air Art Exhibit Grant

Agreement and fails to cure such default within ten (10) days of receipt of notice of same from the City, Arts Alpharetta shall be liable to the City for the repayment of all Grant Funds previously disbursed by the City under this Agreement. Upon such default and failure to cure, all Grant Funds disbursed to Arts Alpharetta under this Agreement, whether spent, unspent, or contractually obligated, shall be immediately due and payable to the City by Arts Alpharetta without further demand or notice.

(3) *Non-Permitted Use.* Arts Alpharetta shall promptly repay the City the amount of any Grant Funds spent or contractually committed for purposes outside of the purposes set forth in Section 1 of this Agreement or otherwise spent or committed in violation of this Agreement, as determined in writing by the City, but in no event any later than ten (10) days following receipt of notice from the City of any such non-permitted expenditure or contractual commitment.

(4) *Survival.* The obligations set forth in this Section and its subsections shall survive termination of this Agreement. No termination of this Agreement shall relieve or discharge Arts Alpharetta from its liability for repayment of any portion of the Grant Funds required hereunder, and Arts Alpharetta's obligations with respect to repayment of the Grant Funds (or portion thereof) shall continue until all amounts due and owing to the City have been paid in full.

(c) Ineligibility for other Grants. Arts Alpharetta will not be eligible to receive any future grant from the City until the amount of Grant Funds required to be repaid to the City under this Agreement has been paid in full. Additionally, and notwithstanding the foregoing, Arts Alpharetta acknowledges and agrees that the City's early termination of this Agreement due to an event of default may, in the City's discretion, constitute sufficient grounds for denying or rejecting any subsequent proposal or application for a grant from the City.

(d) Interest. Any Grant Funds required to be repaid to the City by Arts Alpharetta must be repaid with interest at the average rate at which the Grant Funds would have earned interest if held by the City, as reasonably determined by the City's Finance Director, which shall accrue from the date of the City's disbursement of the Grant Funds to Arts Alpharetta; provided, however, any amounts which have not been paid by the due dates provided for herein shall accrue interest at an annual rate equal to the bank prime loan rate (as posted by the Board of Governors of the Federal Reserve System in statistical release H. 15) plus three percent (3%) from the date the payment was due until the date the payment is made.

(e) Remedies Cumulative. The foregoing remedies are cumulative of one another and of all other remedies at law or in equity which the City may have.

10. MISCELLANEOUS

(a) Compliance with Law – No Discrimination. In the performance of this Agreement, Arts Alpharetta shall fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, the Civil Rights Act of 1964(as amended), the Age Discrimination Act of 1975 (as amended), the Americans with Disabilities Act of 1990 (as amended), Section 504 of the Rehabilitation Act of 1973 (as amended), and any other applicable law which prohibits discrimination on the ground of race, color, religion, sex, age, national origin,

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age or disability. In the performance of this Agreement, Arts Alpharetta shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or disability and shall further ensure that its agents, contractors, and/or subcontractors comply with same.

(b) Compliance with Illegal Immigration Reform and Enforcement Act. Arts Alpharetta, if providing the “physical performance of services” (as defined in O.C.G.A. § 13-10-90) under this Agreement, shall comply with the requirements of O.C.G.A. § 13-10-91.

(c) Relationship of Parties. Arts Alpharetta shall at all times be acting as an independent contractor of the City and shall not be deemed by virtue of this Agreement to have entered into any agency or employer/employee relationship, partnership, joint venture or other relationship with the City other than as a contracting party and independent contractor. The City is not an agent or representative of Arts Alpharetta, and Arts Alpharetta is not an agent or representative of the City. Arts Alpharetta shall have no authority to contract for or bind the City in any manner. Arts Alpharetta shall be solely responsible for its services performed with respect to this Agreement.

(d) Notices. Any notice required or permitted under this Agreement shall be deemed to have been sufficiently given if hand delivered or sent by certified mail or statutory overnight delivery, return receipt requested, to the other party at the address set forth below:

If to Arts Alpharetta, at the following address:

Arts Alpharetta, Inc.
12850 Hwy. 9 North, Suite 600-330
Alpharetta, GA 30009
Attn: Ben M. Hollingsworth

If to the City, at the following address:

City of Alpharetta
Department of Recreation, Parks & Cultural Services
2 Park Plaza
Alpharetta, GA 30009
Attn: Morgan Rodgers

With a copy to:

C. Sam Thomas
Alpharetta City Attorney
Bovis, Kyle, Burch & Medlin, LLC
200 Ashford Center North, Suite 500
Atlanta, Georgia 30338-2680

For the purposes of this Agreement, notice sent by certified mail or statutory overnight delivery shall be deemed given on the next business day following the day same was placed in the United States mail or with U.S.P.S. or a commercial delivery firm for overnight delivery. Notice may also

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be given to such other address/representative of a party as has been previously furnished, in writing, by such party for the receipt or giving of notice, with specific reference to this Agreement.

(e) Time is of the Essence. All limitations of time set forth in this Agreement are of the essence.

(f) No Waiver. The City's failure or forbearance to enforce any term hereof shall not be deemed to be a waiver of such right or claim or any similar right or claim hereunder. Moreover, the City's waiver of any term hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other term.

(g) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one (1) and the same instrument. This Agreement may be executed by electronic signature, and such signature shall have the same validity and effect as a signature affixed by hand and shall constitute an original for all purposes.

(h) Captions. The captions in this Agreement are for convenience and not for use in interpretation.

(i) Severability. In the event that any provision hereof is held to be invalid or unenforceable, such provision shall be severed from this Agreement and shall not affect the validity or enforceability of the remainder of this Agreement.

(j) Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the City and Arts Alpharetta with respect to the matters contained herein, superseding all prior discussions, understandings or agreements between the parties. No term or provision of this Agreement may be amended, waived, supplemented, modified, or terminated except by an instrument in writing signed by the party against whom the enforcement of the amendment, waiver, supplement, modification, or termination is sought.

(k) Assignment. This Agreement may not be assigned by Arts Alpharetta without the prior written consent of the City.

(l) Governing Law and Venue. This Agreement is executed and shall be performed in the State of Georgia and shall be construed and enforced in accordance with the laws of the State of Georgia. Venue for any action arising out of this Agreement shall lie in the appropriate court of Fulton County, Georgia. This Agreement shall be governed in all respects, as to validity, construction, and capacity performance or otherwise, by the laws of the State of Georgia.

(m) No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental or sovereign immunity that may be available by law to the City, its elected officials, officers, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental or sovereign immunity afforded or available pursuant to Georgia law.

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(n) Publicity Provision. Arts Alpharetta shall not use any trademarks, service marks, or logos of the City without the City's express prior written consent. Arts Alpharetta agrees to give credit to the City in any advertising or other promotional modality regarding the exhibition, such credit to be given a manner approved by the City. Unless otherwise requested by the City, Arts Alpharetta further agrees to include the following statement (subject to any reasonable modifications requested or approved by the City) in all brochures, news releases, programs, publications and other printed materials regarding the exhibition: "This project is funded by an arts grant from the City of Alpharetta, Georgia."

(o) Renewal; Annual Appropriation. Notwithstanding any other provision of this Agreement, pursuant to O.C.G.A. § 36-60-13, this Agreement shall be effective for a term commencing on the Effective Date, and terminating at midnight on December 31, 2019 (the "initial term"), without further obligation on the part of either party other than outstanding obligations incurred prior to the expiration of such term. Thereafter, in accordance with O.C.G.A. § 36-60-13 and subject to the further conditions provided in this Paragraph, this Agreement shall be automatically renewed for up to three (3) successive one (1) year terms (each one-year term occurring after the initial term shall be referred to as a "renewal term") unless the City delivers written notice of non-renewal to Arts Alpharetta at least thirty (30) days prior to the expiration of the initial term. At the expiration of each renewal term (other than the third renewal term), this Contract shall be automatically renewed for an additional one (1) year term, unless the City furnishes Contractor written notice of its intent not to renew this Contract not less than thirty (30) days prior to the expiration of such renewal term. If written notice of non-renewal is given, this Contract will terminate upon expiration of the then existing term. Notwithstanding any other provision of this Agreement, pursuant to O.C.G.A. § 36-60-13, this Agreement will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated or no longer available such that the City cannot fulfill its obligations under this Agreement, which determination is at the City's sole discretion and shall be conclusive.

(p) Additional Terms of Arts Alpharetta. The City shall not be bound by any terms and conditions included in any invoice, catalog, brochure, data sheet, or other document provided by Arts Alpharetta which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

(q) Presumptions and Interpretations. The parties further agree that should any provision of this Agreement require interpretation or construction, the court, administrative body or other entity interpreting or construing this Agreement shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared same, it being agreed that all parties and/or their respective attorneys and agents have been fully afforded the opportunity to review all provisions of this Agreement.

(r) Conflict of Interest. Arts Alpharetta warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Arts Alpharetta, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, contractor, individual or firm, other than a bona fide employee working solely for Arts Alpharetta, any fee,

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commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement; provided however, this provision does not encompass Arts Alpharetta's ability to have hired or engaged consultants to assist in preparation of the proposal and delivery of the services hereunder. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability at its discretion and recover the full amount of such fee, commission, percentage, gift, or consideration. Further, neither Arts Alpharetta nor any of its directors, officers, employees, agents, or representatives shall obtain any kickbacks or benefits for itself, themselves, or other clients as a result of this Agreement.

(s) Survival. Any and all provisions of this Agreement creating obligations or requiring acts that extend beyond the term of this Agreement, including, without limitation, the indemnification provisions contained herein, shall survive the expiration or termination of this Agreement, regardless of the reason for such termination.

IN WITNESS WHEREOF, the City and Arts Alpharetta have each caused this Agreement to be executed and delivered by a duly authorized officer, agent, or official as of the date first written above.

CITY OF ALPHARETTA, GEORGIA

DocuSigned by:

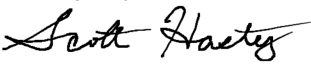
 By: 2DC5226B6FD44FB...
 Jim Gilvin, Mayor

APPROVED AS TO CONTENT:

DocuSigned by:

729B62B101EC4CC...
 Morgan Rodgers, Director of Recreation, Parks & Cultural Services

APPROVED AS TO FORM:

DocuSigned by:

8FC1DE93CBD5464...
 Scott T. Hastey, Asst. City Attorney

ARTS ALPHARETTA, INC.

DocuSigned by:

 By: C35263C9AF4D4BC...
 Ben M. Hollingsworth, Co-Chairman

FY 2019 Omnium Gatherum: Open Air Art Exhibit Grant

EXHIBIT “A”

Description of Project – “Omnium Gatherum: Open Air Art Exhibit”

Omnium Gatherum, meaning a collection of all things, is a juried temporary outdoor sculpture art exhibition. This second phase of the Open Air Art Exhibit, formerly known as Miscellany, will provide temporary outdoor sculptures to be placed in pre-selected sites in Brooke Street Park (City Hall Grounds) and along Thompson Street development.

Scope of Services

The following is a description of the services to be performed by Arts Alpharetta to carry out and complete the Project:

- Arts Alpharetta will recruit artist entries and create an appropriate application process for artists to submit entries;
- Arts Alpharetta will conduct and oversee the selection process for the artwork (sculptures);
- Arts Alpharetta will procure the loans of sculptures from artists, who will each be paid an honorarium for the loan of the sculpture at one of the two exhibit-cycle rates, as follows: (i) the loan of sculptures provided under the 1st Exhibit Cycle will be for a period of 18-months and the amount of the honorarium will be \$5,500.00; and (ii) the loan of sculptures provided under the 2nd Exhibit Cycle will be for a period of 24-months and the amount of the honorarium will be \$6,000.00.
- If not otherwise pre-selected, Arts Alpharetta will identify and select sites for placement of the sculptures in coordination with the City;
- Arts Alpharetta will provide for the installation and removal (de-installation) of the sculptures, including the construction or installation of concrete pads or other bases on which to place the sculptures, by a licensed contractor, and coordinate such installations and removals with the City and artists; and
- Arts Alpharetta will actively promote the event to the public.
- Arts Alpharetta will retain the services of Susan Wright, Curator of the Cashin Sculpture Garden at Chukkar Farm in Alpharetta, GA as juror.

Arts Alpharetta will be responsible for all costs and expenses associated with the foregoing services, including all fees for the loans of the sculptures and all costs and expenses for the installation/removal of the sculptures.

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Exhibition Dates and Timeline**The exhibit will run in two cycles,**

1st Exhibit Cycle – the first cycle will begin July 2019; installation (by appointment) begins in June 2019 and will run through December 2020; de-installation by appointment will begin in January 2021; and

2nd Exhibit Cycle – the second cycle will begin July 2020; installation (by appointment) begins in June 2020 and will run through June 2022. The second cycle will be de-installed (by appointment) beginning July 2022.

Tentative Calendar**1st Exhibit Cycle**

March 11, 2019	RFP issued
May 17, 2019	Final deadline to receive RFP submissions
June 15, 2019	Artists notified via email
June 24-28, 2019	Delivery/Installation dates (by appointment with Arts Alpharetta exhibition coordinator)
July 2019-December 2020	Exhibition Dates
January 2021	De-Installation dates (by appointment with Arts Alpharetta exhibition coordinator)

2nd Exhibit Cycle

March 2020	RFP issued
May 2020	Final deadline to receive RFP submissions
June 2020	Artists notified via email
June 2020	Delivery/Installation dates (by appointment with Arts Alpharetta exhibition coordinator)
July 2020-June 2022	Exhibition Dates
July 2022	De-Installation dates (by appointment with Arts Alpharetta exhibition coordinator)

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EXHIBIT "B"

2019 Omnium Gatherum Grant Program	
	2019 Grant
Ordinary Income/Expense	
Income	
43400 · Direct Public Support	
43403 · City Grant-Outdoor Art on Loan	85,000
Total Income	\$ 85,000
Expense	
60930 · Dues & Subscriptions	250
62100 · Contract Services	
62115 · Payments to Artists	57,500
62120 · Call to Artists	1,550
62150 · Outside Contract Services	500
	59,550
62800 · Facilities and Equipment	
62850 · Installation Services	9,000
62860 · De-Installation Services	6,000
Total Facilities and Equipment	15,000
65000 · Operations	
65060 · Office Expenses	800
65100 · Other Types of Expenses	
65105 · Marketing & Promotional	3,500
65110 · Center Promotional Events	
65115 · Promotional Events - Music	500
65110 · Center Promotional Events - Other	1,500
65120 · Insurance - Liability, D and O	300
	5,800
Reserve	
Add'l Sculptures Rental/Purchase, Unanticipated Items	3,600
Total Expense	\$ 85,000

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EXHIBIT “C”

The following terms and conditions shall be included in any agreement between Arts Alpharetta and an artist providing for the loan of a sculpture that will be installed on City Property as part of the Project:

A. Representations and Warranties. Artist represents and warrants that:

1. Artist is the sole author and owner of the sculpture and the sole owner of any and all copyrights and other intellectual rights pertaining to the sculpture;
2. The sculpture is free and clear of any lien, encumbrance, security interest or other claim, of whatever nature, including, but not limited to, any claim or dispute related to the intellectual property rights in the sculpture or parts thereof;
3. The sculpture will not pose a danger to public property, health or safety in view of the possibility of misuse, if such misuse was reasonably foreseeable;
4. Foreseeable exposure to the elements and general wear and tear will not cause the sculpture to experience more than nominal damage or to fall below an acceptable standard of public display or safety;
5. Minor maintenance of this sculpture will maintain the sculpture within an acceptable standard of public display during the term of the loan;
6. The installation and removal of the sculpture will not unacceptably damage or alter the sculpture;
7. Artist shall comply with all applicable statutes, rules, regulations and requirements of any governmental agency or authority, whether now or hereafter enacted, in performing its obligations hereunder, and the products and services shall comply with all such statutes, rules, regulations and requirements in effect at the time of delivery of the sculpture;
8. Artist has not sold, assigned, transferred, licensed, granted, encumbered or utilized the sculpture or any element thereof or any copyright related thereto which may affect or impair the rights granted to City;
9. The sculpture will be free from defective or inferior materials and workmanship, including any defects consisting of inherent vice, or qualities that cause or accelerate deterioration of the sculpture; and
10. The sculpture and the materials used in same are not currently known to pose a danger or be harmful to public health and safety.

Artist acknowledges that the foregoing representations and warranties will be relied upon by the City and are being made and given in connection with and for purpose of the City approving the placement of the sculpture on or within City greenway, public rights-of-way, parks or any other property owned or leased by the City or in which the City holds a property interest (“City Property”).

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- B. Removal of Sculpture. Artist acknowledges and agrees that the City is not responsible for the maintenance or repair of the sculpture during the term of the loan. Artist expressly authorizes the City and Arts Alpharetta, and their respective agents, contractors or subcontractors, to install the sculpture following its delivery to City Property and to remove the sculpture within a reasonable time following the completion of the exhibition, acknowledging that only routine precautions will be taken to minimize alteration of the sculpture during installation and removal. If efforts to return the sculpture to Arts Alpharetta or the artist within a reasonable period following the completion of the exhibition are unsuccessful, then the sculpture will be removed, stored and maintained by the City at the artist's or owner's expense for a maximum of one (1) year. If the sculpture has not been claimed by the artist within one (1) year, then in consideration of the City's storage of the sculpture, the artist or owner shall be deemed to have made the sculpture an unrestricted gift to the City. Notwithstanding any other provision to the contrary, artist acknowledges that the City has sole discretion as to whether, how long, and where a sculpture will be exhibited on City Property. Nothing shall preclude any right of the City to: (a) move the sculpture to a different site; (b) temporarily store the sculpture; or (c) remove the sculpture from public display prior to the termination of the exhibition. Without limiting the City's rights provided hereunder, should disaster, accident, emergency, or any other condition render the continued presence of the sculpture or structure to which it is affixed a hazard, the City shall have the right to remove the sculpture as to alleviate the hazardous situation without making prior notification to the artist or obtaining the artist's consent.
- C. VARA Waiver. With respect to the sculpture, artist waives any and all claims, arising at any time and under any circumstances, against the City, its officers, agents, employees, successors and assigns under the federal Visual Artists Rights Act (17 U.S.C. §§106A and 113(d)) and any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. §106A or any other type of moral right protecting the integrity of works of art, including any claim arising out of or related to the alteration of the sculpture. Notwithstanding the foregoing, if the City alters the sculpture or work of art without the artist's prior consent in a manner that is prejudicial to the artist's reputation, the artist retains the right to disclaim authorship of the work of art in accordance with 17 U.S.C. §106A(a)(2). Artist acknowledges and agrees that the City has no obligation to pursue claims against third parties to remedy or prevent any alteration of the sculpture. As used herein, to "alter" means, with respect to the sculpture, to repair, modify, remove, relocate, allow to deteriorate, dispose of, distort, mutilate, deface, or destroy, and "alteration" means the alteration, repair, modification, removal, relocation, deterioration, disposal, distortion, mutilation, defacement, or destruction of the sculpture.

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- D. City's Intellectual Property License. Artist hereby grants to the City, including the City's agents, authorized contractors and assigns, and to Arts Alpharetta an unlimited, non-exclusive and irrevocable license to do the following with respect to the sculpture:
1. *Use and Display.* The City may use and display the sculpture for the term of the loan.
 2. *Reproduction and Distribution.* The City may make and distribute, and authorize the making, display and distribution of, photographs and other two dimensional reproductions of the sculpture in connection with any City-related purpose, including advertising and promotion, such as on or in educational and promotional materials, brochures, books, flyers, postcards, print, broadcast, film, electronic and multimedia publicity, and catalogues or similar publications. Such reproductions of the sculpture created by the City shall contain a credit to the artist.
 3. *Third Party Infringement.* The City is not responsible for any third-party infringement of any copyright to the sculpture held by the artist, nor is the City responsible for protecting the intellectual property rights of the artist.
 4. *Filming of Sculpture.* The artist understands and acknowledges that the City, pursuant to applicable local laws, regulations, and policies, often issues film permits to persons and entities wishing to film in the City of Alpharetta, whether still, motion picture, or otherwise. Notwithstanding any other provision to the contrary, the artist recognizes and permits the City to issue such permits to persons and entities, to include the sculpture and surrounding site, and the artist holds the City harmless therefore. The artist will not hold or seek to hold the City liable in any way for the acts of any person or entity utilizing such a film permit, or for their filming or use of the sculpture.
- E. Property Insurance. Unless the artist expressly elects to maintain its/his/her own insurance, the City will insure the sculpture against physical loss or damage during the period of time the sculpture is on loan to Arts Alpharetta and located on City Property (not to exceed 2 years) for 100% of the declared fair market value listed by the artist in its/his/her agreement with Arts Alpharetta, not to exceed fifty thousand dollars (\$50,000.00). The insurance will include coverage against risk of physical loss or damage from external causes while located on City Property during the term of the loan, subject to any policy exclusions; however, if the sculpture is industrially fabricated or can otherwise be repaired or replaced to the artist's specifications, the amount of insurance shall be limited to the cost of such repair or replacement. In the event of a loss, it will be the artist's responsibility to establish to the satisfaction of the City's insurer that the declared value is the actual fair market value of the sculpture. If no declared value is specified in artist's agreement with Arts Alpharetta, the City will insure the sculpture at an estimated value as determined in the City's sole discretion; however, such estimated value shall not be construed as an appraisal of the sculpture. The risk of loss or damage to the sculpture shall be borne solely by the artist during transit and

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until such time the sculpture is delivered to City Property and care, custody and control of the sculpture is accepted by Arts Alpharetta. Once the sculpture has been removed from public display in the exhibition in accordance with artist's agreement with Arts Alpharetta, the risk of loss or damage to the sculpture shall be borne solely by artist. In the event of any physical loss or damage to the sculpture or any alteration of the sculpture by the City without the artist's consent, the artist's sole and exclusive remedies shall be limited to the amount payable by insurance secured by the City in accordance with the foregoing provisions and the exercise of artist's right to disclaim authorship of the sculpture in accordance with 17 U.S.C. §106A(a)(2), and in no event will the City be liable to artist for any damages in excess of the amount of any insurance recovery from the City's insurance policy or for any loss or damage due to causes excluded from coverage under such policy. Artist further agrees that in no event will the City be liable to artist for any special, incidental, punitive, indirect, or consequential damages, including, without limitation, loss of profits or lost business. The foregoing limitation of liability shall apply regardless of the cause of action under which such damages are sought.

- F. Indemnification. Artist shall indemnify and hold harmless the City, including its officials, officers, employees and agents, from and against any and all claims, demands, losses, liabilities, suits, actions, costs, expenses (including expenses of litigation and attorneys' fees) and damages (collectively "Claims") of any type or nature arising out of or related to the artist's or its officers', agents', employees' or subcontractors' performance or non-performance of the services required hereunder or failure to comply with any of the obligations contained herein, including, but not limited to, (a) any Claim for personal injury or property damage caused, directly or indirectly, by any act or omission of artist and/or artist's agents, employees, or subcontractors, (b) any Claim for infringement of patent, copyright, trademark, trade secret or other proprietary right, or (c) any Claim for infringement of artist's rights under 16 U.S.C. § 106A, 16 U.S.C. § 113, or similar state, federal, or international law. Notwithstanding the foregoing, this indemnification obligation shall not apply to any Claim for physical loss or damage to the sculpture that is covered by the insurance policy maintained by the City in accordance with the preceding Section or to any Claim caused by the sole negligence or willful misconduct of the City.

CITY OF ALPHARETTA

ART IN PUBLIC PLACES PROGRAM

GUIDELINES AND PROCEDURES

PURPOSE:

The purpose of these guidelines is to establish a process for the selection, purchase, commission, placement, and maintenance of works of art under the City of Alpharetta's *Art In Public Places Program*. These guidelines are understood to apply only to those projects which received approval funding, and/or were donated to the City of Alpharetta after the adoption of these guidelines by City Council. These guidelines shall not be understood to apply to works of art that are not part of the *Art In Public Places Program* or that are located on private property, even if such works of art are components of a private development that are required by the City of Alpharetta as part of established design guidelines or as a conditioning of zoning or variance, unless such work of art is donated to the City for the express purpose of being accessible to and enjoyed by the public.

INTENT:

It is the stated intent of the *Art In Public Places Program* to direct the inclusion of works of art in City construction projects and/or to otherwise guide the investment in and placement by the City of works of art in order to expand the experiences of the citizens of Alpharetta with art and enable them to better connect with the community and understand the lives and experiences of themselves and fellow citizens. The program shall strive to encourage artists capable of creating works of art for placement in public places so as to expand cultural opportunities throughout the community and elevate Alpharetta's status within the region as a vibrant, intelligent, and culturally rich community. Thus, it is the goal of the program to expend dollars so dedicated on works of art and art projects that advance public understanding of visual art and enhance the aesthetic quality of public places. This goal shall be realized through:

1. The commission of artists and works of art of the highest quality, which represent an expression of our time, contribute to a sense of Alpharetta's identity, and entail some measure of public significance;
2. The acceptance through private donation of works of art of the highest quality, which represent an expression of our time, contribute to a sense of Alpharetta's identity, and entail some measure of public significance;
3. The nurturing of the artistic vitality of the City of Alpharetta through the encouragement of local artistic endeavors;
4. The encouragement of public dialogue that increases public understanding and enjoyment of visual art through appropriate public education forums and programs;
5. The encouragement of public interaction with public places, areas that provide for public ownership and accessibility, via the placement of works of art;
6. The commission of a broad range of works of art, reflective of the overall diversity of current works in the field of visual art;

7. The commission of works of visual art varying in style, scale, medium, form, and intent representative of the local, regional, national, and international arts communities and the rich diversity of Alpharetta;
8. The encouragement of artists to find creative means of incorporating works of art into the specific locations and environments selected for their placement and to reach creative solutions to the aesthetic challenges they have been employed to solve;
9. The broad distribution of commissions among artists and the encouragement of new and emerging artists;
10. The broad geographic distribution of works of art in the City of Alpharetta;
11. The encouragement of true collaborative efforts between artists and architects, engineers, landscape architects, and the residents of the unique neighborhoods and/or districts in which works of art are planned for placement.

GOALS:

The following goals are identified and established to guide the *Art In Public Places Program*, Alpharetta's elected officials and staff:

1. The *Art In Public Places Program* will reflect the diverse spectrum of beliefs, cultural heritage, traditions, and artistic expressions of the citizens and community of Alpharetta.
2. The *Art In Public Places Program* will include works of public art representing a wide variety of media and styles and support community interests to have an aesthetically pleasing built environment.
3. The *Art In Public Places Program* will identify and pursue additional sources of funding and donations of works of art to the City of Alpharetta.
4. The *Art In Public Places Program* will develop public art projects which enhance the environment of public spaces as well as the visual design form and content of the city, which enhance a particular district, and which may enhance the tourist and economic potential of Alpharetta and particular sites within the community.
5. The *Art In Public Places Program* will pursue opportunities to inform the public regarding public art including opportunities for public participation in all phases of the public art process.
6. The *Art In Public Places Program* will promote the visual arts in Alpharetta and inform and work to increase understanding within the community about the purposes and meaning of the works of art in Alpharetta's public art collection.
7. The *Art In Public Places Program* will document, maintain, and conserve works of public art in the collection, regardless of the source of acquisition.

DEFINITIONS:

For the purposes of these program guidelines, the following definitions shall apply:

Accession: The procedure by which a work of art is accepted and recorded as part of the *Art In Public Places Program* public collection.

Appraisal: A professional, certified evaluation of an artwork – its authenticity, condition, and provenance – to determine its monetary value.

Art In Public Places Panel: A standing committee consisting of not less than three and not more than seven members appointed by the Alpharetta City Council and responsible for advising the City Council on matters relating to the implementation of the *Art In Public Places Program*; including but not limited to advising on the selection of artists and works of public art. At least one appointed member of the panel must be a visual arts professional.

Art In Public Places Registry: a database of qualified artists who have registered with and been screened or pre-qualified by the Art In Public Places Panel as having suitable recognition and credentials to compete or be considered for future *Art In Public Places Program* projects.

Artist: An individual who creates original art and is recognized by professional peers and critics as a professional practitioner of the visual arts, as judged by the quality of that practitioner's body of work and experience. This recognition is demonstrated in the artist's resume through credentials such as an exhibition record, past public art commissions, published work, reviews, and recommendations.

Artwork: Original art in various mediums; including but not limited to any portable or permanently fixed sculpture, mural, painting, drawing, or mixed-media work; created by a professional artist, artists, or collaborative team. The work of art or identifying plaque cannot contain advertising or promotional content relating to living persons or to organizations, institutions, or businesses currently operating. A plaque accompanying the artwork and which provides the name of donor, artist, or artwork shall not be considered advertising.

Capital Improvement Program (CIP): The City of Alpharetta's program for advance planning of capital projects and developments.

Collaborative Art: Artwork generated by a group of designers / artists from different disciplines working together. Each discipline brings a different or new perspective to the design process. Often, collaborative teams will involve an artist, landscape architect, and an architect.

Commission: The act of hiring an artist(s) and artistic services contractually to create a work of art in exchange for financial compensation.

Consultant: Any firm, individual, joint venture, or team of firms or individuals, other than an artist, with which a developer, agency, or the City contracts for design or other services related to the *Art in Public Places Program*

Deaccession: The procedure by which to remove an artwork from the *Art In Public Places Program* public collection.

Designer: Any consultant providing design services for the execution of a public art project or subsequent renovation.

Donation: A work of art or series of artworks gifted to the City for long-term public display with the intent to transfer title of ownership to the City of Alpharetta.

Loan: A work of art of which ownership is retained by the donor during period of display on City property.

Maquette: A scale model either three dimensional or digital illustration of a proposed public artwork.

Memorial: A commemorative monument established to preserve the memory of a person, place, or event.

Monument: A building, statue, or other structure erected to commemorate a person, group of persons, or event, usually in recognition of some type of outstanding public service.

Performing Arts: Forms of creative activity; such as drama, music, and dance; that are performed live, in front of an audience.

Prominent Location: An exterior location that is accessible to the public, enjoys high visibility, and is used or visited by a large number of visitors and/or Alpharetta residents.

Project Planning Committee: A project planning committee shall be convened for every project pursued through the *Art In Public Places Program*. The committee shall include one or more of each of the following: an artist, a design consultant, site partner, neighborhood or community member, one member of the Art In Public Places Panel, and one member of City of Alpharetta staff.

Provenance: The history of a work of art and its creation and ownership, which is used to help establish its authenticity. Documents used for provenance include sales receipts, auction and exhibition catalogs, gallery labels, letters from the artist, and statements from people who knew the artist or the circumstances of creation of the artwork.

Public Art: Publicly accessible original art that enriches the Alpharetta community and evokes meaning. It may include permanent visual art, installations, and temporary works, preservation or restoration of unique architectural features, ornamentation or details. It may also include the artist-designed infrastructure and structures themselves. Public art should consider the site, its context, and audience and may possess functional as well as aesthetic qualities.

Public Art Funds: Funds established and/or designated by the City of Alpharetta and/or donated to the *Art In Public Places Program* for the expressed concern of advancing the public art program or collection.

Public Place: Publicly accessible landscapes, structures, and infrastructure. Public places include, but are not limited to public parks, plazas, streets and boulevards, bridges and stairways, buildings and waterworks.

Visual Arts: Art forms such as ceramics, drawing, photography, and sculpture that are created primarily for visual perception.

Work Of Art: Original art in various mediums; including but not limited to any portable or permanently fixed sculpture, mural, painting, drawing, or mixed-media work; created by a professional artist, artists, or collaborative team. The work of art or identifying plaque cannot contain advertising or promotional content relating to living persons or to organizations, institutions, or businesses currently operating. A plaque accompanying the artwork and which provides the name of donor, artist, or artwork shall not be considered advertising.

SELECTION CRITERIA FOR ARTISTS:

General criteria for the Art In Public Places Panel to consider in selecting artists for public projects include at a minimum:

1. The aesthetic and technical quality and originality of the artist's previous work as evidenced by slides and other supporting materials;
2. The artist's previous experience with public art projects of a similar scale and scope;
3. The artist's demonstrated ability to execute and complete a project in a timely and professional manner;
4. The artist's ability to communicate ideas verbally and visually, and work effectively in a team environment;
5. The appropriateness of the artist's proposal to the particular project and its probability of successful completion;
6. A wide variety of nationally known artists as well as local artists.

SELECTION CRITERIA FOR ARTWORK:

General criteria for the Art In Public Places Panel to consider in selecting works of art for public projects or inclusion in the *Art In Public Places* collection include at a minimum:

1. **Quality:** artwork must demonstrate the highest aesthetic quality, originality and artistic excellence;
2. **Media:** all visual forms and media may be considered, subject to the selection jury or the Art In Public Places Panel;
3. **Style:** artworks of all schools, styles, and tastes should be considered;
4. **Response to Site / Context:** artworks and art places should be appropriate in scale, material, form, content, and value for the immediate, general, social, and physical environments with which they are to relate;
5. **Team Approach:** encourage the early involvement of the artist as a member of the project design team of architect, engineer, landscape architect, etc. Projects commissioned under the *Art In Public Places Program* should also include a robust program of public involvement to ensure that citizens, especially those who reside and/or work in close proximity to a given project site, have a voice in the project;
6. **Durability:** substantial consideration shall be given to structural and surface integrity and stability, permanence and weathering, resistance against theft, vandalism, and the probability of excessive maintenance and repair costs. Artwork must be constructed of long-lasting materials (including nuts, bolts, and other metal fixtures) that will be in contact with each other that may produce oxidation
7. **Elements of Design / Purpose:** consider that public art, in addition to meeting aesthetic requirements, may also serve to establish focal points, terminate areas, modify, enhance, or define specific spaces or establish identity;
8. **Public Liability:** artworks and art places should be examined for unsafe conditions or factors that may bear on public liability;

9. **Diversity:** strive for diversity of style, scale, media, artists, community values, forms of expression, and equitable distribution of artworks throughout the City.

PROHIBITIONS:

Public art strengthens public places and enhances and promotes the City of Alpharetta's identity as a livable and creative city that is a desirable place to live, work, and visit. Therefore, under no circumstances may any work of art containing the following be considered for inclusion in the *Art In Public Places Program* or be displayed on or in any property or facility owned and/or maintained by the City of Alpharetta:

1. Specified anatomical areas as defined in Section 12-187 of the Code of the City of Alpharetta, Georgia; excepting that the artistic display of the nude human form may be allowed if such display is deemed by the Art In Public Places Panel to be tasteful and essential to the expression of the artistic work.
2. Specified sexual activities as defined in Section 12-187 of the Code of the City of Alpharetta, Georgia.
3. Depictions of graphic and/or extreme violence
4. Designs that include logos, copyrighted or trademarked images, advertisements, or political, commercial, religious, or sexual symbols, themes or messages.

SELECTION METHODS:

Works of Art for the *Art In Public Places Program* may be selected by a variety of methods; the appropriate method for a given project or commission being determined in advance by the Art In Public Places Panel. In addition to the advertising of project opportunities, the Art In Public Places Registry is a resource for the review and direct selection of an artist or artwork. Selection methods may include but are not limited to:

1. **Open Competition:** The project is advertised locally, regionally, or nationally and through the Art In Public Places Registry. Interested artists may submit materials for review, which include slides, letter of interest, resume and supplementary materials such as reviews, articles, books or brochures.
2. **Limited Invitational:** A selected number of artists from the Art In Public Places Registry are invited to submit materials for review. Finalists may be selected to submit detailed models for the project for which they will be paid a fee.
3. **Invitation:** One artist from the Art In Public Places Registry is invited to submit materials for review, and may be commissioned to create a detailed proposal.
4. **Direct purchase:** An existing work is purchased for a specific project.

Selection of the artwork for City-sponsored projects is subject to the artist(s) providing materials and completion bond, as well as completing a contract as set forth by the City Attorney.