



City Council Meeting & Public Hearing JULY 26, 2021

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

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE TO THE FLAG
- IV. PRESENTATIONS & PROCLAMATIONS
 - A. 30-Year Service Award for Chief Scott McCullers
 - B. Public Safety Life Saving Awards
- V. CONSENT AGENDA
 - A. Council Meeting Minutes (Meeting of 7/19/2021)
 - B. Approval of Mediated Settlement Agreement-Richey
- VI. PUBLIC HEARING
 - A. V-21-18 Edwards / 91 John Christopher Stream Buffer Variance
Consideration of a variance to allow a stream buffer encroachment on a single-family detached lot for a new residence. The property is located at 91 John Christopher Drive and is legally described as being located in Land Lots 1182 & 1183, 2nd District, 2nd Section, Fulton County, Georgia.
 - B. CU-21-07 Far East Beauty / 1115 Upper Hembree Road
Consideration of a conditional use to allow 'Spa Services' in a 2,576 square foot suite. A conditional use is requested to allow 'Spa Services' for Far East Beauty. The property is located at 1115 Upper Hembree Road, Suite A and is legally described as being located in Land Lot 550, 1st District, 2nd Section, Fulton County, Georgia.
 - C. Public Hearing On The Fiscal Year 2022 Millage Rate Levy
- VII. OLD BUSINESS
 - A. PH-21-13 UDC Text Amendments - Supplementary Regulations Accessory Backyard Chickens Located in Residential Zoning Districts **(Second Reading)**
Consideration of a text amendment to Unified Development Code (UDC) Subsection 2.3.3(C) Uses Customarily Accessory to Dwellings Located in Residential Zoning Districts, to add regulations allowing backyard chickens as an accessory use on minimum one (1) acre properties.
 - B. Council Meeting Minutes (Meeting of 6/28/2021)
This item was tabled at the July 19, 2021 City Council Meeting and will need to be removed from the table.
- VIII. NEW BUSINESS
 - A. RFP 21-111 City Council A/V System Replacement
 - B. Approval Of The Fiscal Year 2022 Millage Rate Levy **(1st Reading)**

C. Fire Rescue - Rapid Response Vehicle Acquisition

IX. PUBLIC COMMENT

X. REPORTS

XI. ADJOURNMENT



City Council Meeting & Public Hearing STAFF REPORT

Submitting Department: City Clerk

Submitted By:

Sponsored By:

Meeting Date: July 26, 2021

I. AGENDA ITEM TITLE: COUNCIL MEETING MINUTES (MEETING OF 7/19/2021)

II. RECOMMENDATION:

III. REPORT IN BRIEF:

IV. ALTERNATIVES:

V. ATTACHMENTS:

Council Meeting Minutes Draft 7-19-2021



City Council Meeting
July 19, 2021
Office of the City Clerk
CITY HALL 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**

- Mayor Jim Gilvin
- Mayor Pro Tem Donald F. Mitchell
- Jason Binder
- Ben Burnett
- John Hipes
- Dan Merkel
- Karen Richard

- **Staff**

- Bob Regus, City Administrator
- Sam Thomas, City Attorney
- James Drinkard, Asst. City Administrator
- Erin Cobb, City Clerk
- Morgan Rodgers, Director of Recreation, Parks & Cultural Services
- Kathi Cook, Director of Community Development
- Pete Sewczwicz, Director of Public Works
- Randy Bundy, Director of Information Technology
- Michael Woodman, Senior Planner

III. PLEDGE TO THE FLAG

IV. PRESENTATIONS & PROCLAMATIONS

- A. Tech Alpharetta Graduate Recognition**
- B. Proclamation: DeVry University 90th Anniversary**

V. CONSENT AGENDA

- A. Council Meeting Minutes (Meeting of 6/28/2021)**
- B. Financial Management Report: Month Ending May 31, 2021**
- C. Alcoholic Beverage License Applications**

- 1. PH-21-AB-18 Branch & Barrel, LLC**
d/b/a Branch & Barrel
4100 Avalon Boulevard
Alpharetta, GA 30009

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

Owners: Sean Hyslop & Steve Hogan
Registered Agent: Roger Santi

- 2. PH-21-AB-19 Another Broken Egg of Alpharetta, LLC**
d/b/a Another Broken Egg Cafe
4075 Old Milton Parkway, Suite 1
Alpharetta, GA 30005

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

Owner: Another Broken Egg of Alpharetta, LLC
Registered Agent: Henry M. Feinstein

- 3. PH-21-AB-20 CUN Alpharetta, Inc.**
d/b/a Curry Up Now
24 South Main Street, Suite 2A
Alpharetta, GA 30009

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

Owner: CUN Alpharetta, Inc.
Registered Agent: Sandeep Sunner

- ❖ Mayor Pro Tem Mitchell asked to remove the Council Meeting Minutes of June 28, 2021 from the consent agenda requesting a review of the public comment made by Ruth Ann Tatum
- ❖ Council Member Burnett offered a motion to approve the consent agenda with the exception of the Meeting Minutes from June 28, 2021
 - The motion received a second from Council Member Binder
 - The motion was approved unanimously (7-0)
- ❖ Council Member Hipes made a motion to table the Council Meeting Minutes of June 28, 2021 in order for staff to review the video of the June 28th City Council Meeting
 - The motion received a second from Council Member Binder
 - The motion was approved unanimously (7-0)

VI. PUBLIC HEARING

A. CU-21-06 The Parish Anglican Church / Kalen Center

- **Council Member Hipes recused himself from this item.**
- Senior Planner, Michael Woodman, came forward to present this item.
- This item was heard at the 6/3/2021 Planning Commission meeting. Staff recommended denial. There were 13 public comments in support and one (1) in opposition with concerns over impacts to the townhome community's shared access. After discussion, Planning Commission recommended approval subject to conditions. Vote 5-2
- Approve CU-21-06 The Parish Anglican Church/Kalen Center request for conditional use, subject to the following conditions:
 1. 'Church, Synagogue' shall be added as a conditional use at 201 Vaughan Drive, and limited to no more than 80 seats.
 2. The use shall be limited to worship services, pastoral counseling, community classes and other activities customarily associated with a religious facility, except that an academic school shall not be permitted.
 3. Conditional use approval shall be limited to The Parish Anglican Church; no additional 'Church, Synagogue' uses or subleasing shall be permitted within the approved space.
 4. There shall be no outside speakers or broadcasts, including music which is audible from outside the building or off the property.
 5. Sunday hours of operation shall be limited to 6:30 AM - 1:30 PM to accommodate 2 worship services.
 6. The church shall not have outdoor displays, including displaying vehicles with church advertisements that are visible from the street.
 7. Applicant shall provide a traffic/parking management plan, subject to approval by Staff. Church operations personnel shall work with City Staff if the plan needs to be modified due to growth in the congregation.

8. A police officer shall be utilized for services in order to manage and direct traffic.
 9. An inspection shall be required by the Fire Marshall's Office to determine whether or not the space can accommodate the proposed use and occupancy.
 10. A maximum of 4 special congregation events per year shall be permitted and limited to no more than 80 seats.
- The applicant, The Parish Anglican Church, is requesting a conditional use to allow a 'Church, Synagogue' to operate in an existing building developed as the Kalen Center. The one (1) acre property is zoned C-2 (General Commercial), which requires approval of a conditional use in order to use the building for a church. The subject property is located at 201 Vaughan Drive near the northeast corner of Vaughan Drive and Highway 9.
 - The submitted request, if approved, would allow The Parish Anglican Church to operate a 'Church, Synagogue' in an existing building developed as the Kalen Center. The applicant requests a maximum occupancy of 80 seats. The applicant has reduced the requested maximum occupancy from the original request of 214 seats in an effort to address concerns of area residents and Staff. The subject property is located at 201 Vaughan Drive near the northeast corner of Vaughan Drive and Highway 9.
 - The Kalen Center was constructed in 2016 as a 2-story over basement, 16,500 square foot office building. The zoning of the property is C-2 (General Commercial), which allows a 'Church, Synagogue' with approval of a conditional use. Surrounding properties are zoned C-2, except that the property to the north is zoned R-8A (Dwelling, 'For-Sale', Attached/Detached – Medium Density). North Main Animal Hospital is located to the south, Chevron and Millennium Office Condos are located to the west, an office building and 321 Vaughan townhome development are located to the north and an undeveloped commercial property is located to the east.
 - The property has 43 on-site parking spaces, of which seventeen (17) spaces are located at the front of the building and 26 spaces to the rear of the building. Access to the rear parking lot is by way of Brindle Lane (private street) and a private parking lot at 231 Vaughan Drive. The Kalen Center, the 231 Vaughan Drive property and 321 Vaughan townhome development all share the same access, except that the front parking spaces at the Kalen Center have separate access. The Unified Development Code (UDC) requires one (1) space for each two (2) seats in the principal assembly room for a church. Therefore, 40 parking spaces are required for an 80- seat church. The applicant submitted a parking and traffic management plan, whereby a Parish Host Team member, or if necessary, an Alpharetta Police Officer, would manage traffic coming and going from The Kalen Center.
 - Parish Anglican Church has been operating at 11940 Alpharetta Highway since 2015. That property will be redeveloped in conjunction with Phase 2 of the Village Park at Wills assisted living facility. The Parish holds Sunday services at 9:00 AM and 10:30 AM, accommodating a congregation of approximately 150 adults and children. Sunday hours of operation are from 6:30 AM to 1:30 PM. The church occasionally offers small groups or adult classes outside of regular business hours.
 - **CONDITIONAL USE REVIEW CRITERIA:** City staff has reviewed the applicant's request and compared it to the conditional use standards established in UDC Sec. 4.2.3 (B) which are as follows:

- A conditional use otherwise permitted within a zoning district shall be considered to be compatible with other uses permitted in the district, provided that due consideration is given to the following objective criteria at a public hearing and satisfactory provisions, or arrangements are made for:
 1. Access into and out of the property with regard to traffic and pedestrian safety, volume of traffic flow, and emergency vehicles, as well as the type of street providing access; Response: The subject property has shared access to its larger, rear parking lot with 231 Vaughan Drive and the 321 Vaughan townhome development. Access for the two (2) adjacent properties could be impacted during Sunday church services.
 2. The extent to which refuse areas, loading and service areas, off street parking, and buffers and screening are provided on the property; Response: The subject property shares access to its larger, rear parking lot with two (2) adjacent properties, one of which is a 36-unit townhome development. There are concerns with the church impeding the shared access.
 3. Ensuring that the conditional use will not be injurious to the use and enjoyment of the environment or of other property in the immediate vicinity or diminish and impair property values within the surrounding neighborhood; Response: The proposal could diminish property values within the surrounding area. If a church is approved at this location, the adjacent commercial properties could be precluded from an alcohol license. City alcohol licenses are subject to the local and State distance requirements and alcohol licenses are non-transferable.
 4. Ensuring that the conditional use will not increase local or state expenditures in relation to the cost of servicing or maintaining neighboring properties; Response: Not applicable.
 5. Ensuring that the conditional use will not impede the normal and orderly development of surrounding property for uses predominant in the area; and Response: The proposal could impede development of surrounding properties. If a church is approved at this location, the adjacent commercial properties could be precluded from an alcohol license. City alcohol licenses are subject to the local and State distance requirements and alcohol licenses are non-transferable.
 6. Ensuring that the location and character of the conditional use is considered to be consistent with a desirable pattern of development for the city, in general. Response: The proposal, if approved, could impede access to the 321 Vaughan townhome development, as well as impede the development of surrounding properties. If a church is approved at this location, the adjacent commercial properties could be precluded from an alcohol license. City alcohol licenses are subject to the local and State distance requirements and alcohol licenses are non-transferable.
 7. Ensuring that the conditional use is appropriately separated from similar uses and conflicting uses, such as residences, government buildings, parks, churches, or schools. Response: If a church is approved at this location, the adjacent commercial properties could be precluded from an alcohol license. City alcohol licenses are subject to the local and State distance requirements and alcohol licenses are non-transferable.
- CONCURRENCES: Staff has reviewed the applicant's proposal and finds that the request is in conflict with the established review criteria for a conditional use permit. The request, if approved, would impact the shared access to the 321 Vaughan townhome development. In addition, approval of the request has the potential to impede the development of surrounding properties. Adjacent commercial properties could be precluded from an alcohol license. City alcohol licenses are subject to the local and State distance requirements and alcohol

licenses are non-transferable.

- CITIZEN PARTICIPATION PLAN: The report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that no comments were received. The City has received objections from residents in the 321 Vaughan townhome development with concerns over impacts to the shared access and potential for conflicts between vehicles and pedestrians.
- COMMUNITY ZONING INFORMATION MEETING: The CZIM was held on April 14, 2021. There were several comments in favor and in opposition. Concerns included impeding shared access to the 321 Vaughan townhome development and safety issues with church members making mid-block crossings on Vaughan Drive.
- The applicant, Pastor Jordan Warner and Attorney Ethan Underwood came forward on behalf of the application.
- **Public Comment:**
 - Ruth Ann Tatum, 250 Pebble Trail, Alpharetta, GA, 30009, came forward to voice concern regarding the future growth of the church and the current traffic in that area.
 - Zach Matthews, 2760 Cogburn Lane, Alpharetta, GA, 30009, came forward in support of this item.
 - Holly Warner, 3610 Milton Park Drive, Alpharetta, GA, 30009, came forward in support of this item.
 - James Douglas, 115 S. Shore Court, Roswell, GA, 30076, came forward in support of this item.
 - Renny Scott, 115 Windfall Court, Alpharetta, GA, 30009, came forward in support of this item.
 - Lisa Goddard, 1040 Lake Windward Overlook, Alpharetta, GA, 30009, came forward in support of this item.
 - Jim Murphy, 10865 S. Kimball Bridge Xing, Alpharetta, GA, 30022, came forward in support of this item.
 - Kevin Heineman, 4559 Wigley Estates Road, Marietta, GA, 30066, came forward in support of this item.
 - Keith Jennings, 1685 Highgrove Club Drive, Milton, GA, 30004, came forward in support of this item.
 - Laura Boggs, 16349 Henderson Road, Alpharetta, GA, 30009, came forward in support of this item.
 - Mike Nelson, 3645 Milton Park Drive, Alpharetta, GA, 30022, came forward in support of this item.
 - Beth Nelson, 3645 Milton Park Drive, Alpharetta, GA, 30022, came forward in support of this item.
 - Jeanine Dougall, 3540 Chicory Creek Drive, Cumming, GA, 30041, came forward in support of this item.
 - Melanie Heineman, 4559 Wigley Estates Road, Marietta, GA, 30066, came forward in support of this item.
 - Cory Kelsh, 870 Dockbridge Way, Milton, GA, 30004, came forward in support of this item.

- Thomas Loving, 7150 Wynfield Court, Cumming, GA, 30040, came forward in support of this item.
- Evan Chasteen, 4209 Harris Ridge Court, Alpharetta, GA, came forward in support of this item.
- Deonna Bettis, 117 Rosebury Drive, Canton, GA, 30115, came forward in support of this item.
- Amy Hoyle, 2415 Jakin Way, Suwanee, GA, 30024, came forward in support of this item.
- Rachel Dines, 530 Powers Court Ave, Milton, GA, 30004, came forward in support of this item.
- Morgan Seidel, 1880 Six Branches Drive, Roswell, GA, 30076, came forward in support of this item.
- John Ott, 5170 Mills Drive, Cumming, GA, 30028, came forward in support of this item.
- Sarah Fetz, 125 Laurens Oak Court, Alpharetta, GA, 30022, came forward in support of this item.
- David Ake, 240 The Orchard Way, Roswell, GA, 30075, came forward in support of this item.
- HOA Representative for the 321 Vaughn Community, Mary Jacobs, 116 Brindle Lane, Alpharetta, GA, 30009, came forward in opposition of this item.
- Representative for the Chevron Gas Station, Ashish Balyan, 560 North Main Street, Alpharetta, GA, 30004, came forward with concerns regarding the eligibility of their establishments liquor license in reference to the distance requirements from his family's store and the church. Although their store was grandfathered in, he was concerned about potential new owners if they were to sell or lease the property.
- Owner of the Kalen Center, Fred Moeller, 201 Vaughan Drive, Alpharetta, GA, 30009, came forward in support of this item.
- Susan Lister, 680 Greenview Terrace, Milton, GA, 30004, came forward in support of this item.

❖ Council Member Binder offered a motion to table the item for two weeks

- The motion received a second from Council Member Richard
- The motion did not pass (3-3); Council Member Merkel, Council Member Burnett, and Mayor Pro Tem Mitchell voted in opposition

❖ Council Member Burnett offered a motion to approve CU-21-06 The Parish Anglican Church/Kalen Center request for conditional use, subject to the following conditions:

1. 'Church, Synagogue' shall be added as a conditional use at 201 Vaughan Drive, and limited to no more than 80 seats.
2. The use shall be limited to worship services, pastoral counseling, community classes and other activities customarily associated with a religious facility, except that an academic school shall not be permitted.

3. Conditional use approval shall be limited to The Parish Anglican Church; no additional 'Church, Synagogue' uses or subleasing shall be permitted within the approved space.
 4. There shall be no outside speakers or broadcasts, including music which is audible from outside the building or off the property.
 5. Sunday hours of operation shall be limited to ~~6:30 AM—1:30 PM~~ 7:00 AM - 1:00 PM to accommodate 2 worship services.
 6. The church shall not have outdoor displays, including displaying vehicles with church advertisements that are visible from the street.
 7. Applicant shall provide a traffic/parking management plan, subject to approval by Staff. Church operations personnel shall work with City Staff if the plan needs to be modified due to growth in the congregation.
 8. A ~~police officer~~ congregant or staff member shall be utilized for services in order to manage and direct traffic for one year and report back to Public Safety
 - ~~9. An inspection shall be required by the Fire Marshall's Office to determine whether or not the space can accommodate the proposed use and occupancy~~
 10. A maximum of 4 special congregation events per year shall be permitted and limited to no more than 80 seats.
 - The motion received a second from Mayor Pro Tem Mitchell with a friendly amendment that Mr. Moeller would agree to a maintenance agreement with the 321 Vaughn Community's HOA for the shared driveway
 - Council Member Burnett did not accept the friendly amendment
 - The original motion offered by Council Member Burnett received a second from Council Member Merkel
 - Council Member Binder offered a friendly amendment to replace condition number 8 with the staff recommendation that a police officer shall be utilized to manage and direct traffic
 - Council Member Burnett accepted the friendly amendment
 - Council Member Merkel did not accept the friendly amendment due to the fact that it would be a financial burden
- ❖ Council Member Binder offered a substitute motion to approve CU-21-06 The Parish Anglican Church/Kalen Center request for conditional use, subject to the following conditions:
1. 'Church, Synagogue' shall be added as a conditional use at 201 Vaughan Drive, and limited to no more than 80 seats.
 2. The use shall be limited to worship services, pastoral counseling, community classes and other activities customarily associated with a religious facility, except that an academic school shall not be permitted.
 3. Conditional use approval shall be limited to The Parish Anglican Church; no additional 'Church, Synagogue' uses or subleasing shall be permitted within the approved space.
 4. There shall be no outside speakers or broadcasts, including music which is audible from outside the building or off the property.
 5. Sunday hours of operation shall be limited to ~~6:30 AM—1:30 PM~~ 7:00 AM - 1:00 PM to accommodate 2 worship services.

6. The church shall not have outdoor displays, including displaying vehicles with church advertisements that are visible from the street.
7. Applicant shall provide a traffic/parking management plan, subject to approval by Staff. Church operations personnel shall work with City Staff if the plan needs to be modified due to growth in the congregation.
8. A police officer shall be utilized for services in order to manage and direct traffic.
9. An inspection shall be required by the Fire Marshall's Office to determine whether or not the space can accommodate the proposed use and occupancy.
10. A maximum of 4 special congregation events per year shall be permitted and limited to no more than 80 seats.

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

❖ Mayor Gilvin requested a 5-minute break, meeting was called back to order at 9:09 P.M. and Council Member Hipes rejoined the meeting.

B. PH-21-13 UDC Text Amendments - Supplementary Regulations Accessory Backyard Chickens Located in Residential Zoning Districts (First Reading)

- Director of Community Development, Kathi Cook, came forward to present this item.
- This item was heard at the 7/1/2021 Planning Commission meeting. There were no public comments. After discussion, Planning Commission recommended approval. Vote 5-0
- Consideration of text amendments to Unified Development Code (UDC) Subsection 2.3.3 Supplementary Regulations, Uses Customarily Accessory to Dwellings Located in Residential Zoning Districts, to allow backyard chickens in any residential zoning district on minimum one (1) acre properties with a single-family detached dwelling. Regulations limiting the number of chickens to six (6), prohibiting roosters and requiring a minimum 25' setback for related structures would remain the same. In an effort to address water quality pollution, it is recommended that backyard chickens not be permitted within any undisturbed water buffers, wetlands, or floodplain.
- Staff has received several requests over the years to allow backyard chickens on residential property other than in the AG (Agriculture) zoning district. In response, the City Council approved text amendments in June 2020 allowing backyard chickens as an accessory use on minimum one (1) acre lots in the AG, RE, R, R-22, and R-15 zoning districts.
- There are other residential zoning districts in the City that were not included in the recent UDC text amendments, including the R-12, R-10, R-4A/D, R-8A/D, R-10M, and CUP zoning districts. This change would still require minimum one (1) acre lots, but not designated within a specific zoning district. Staff researched jurisdictions in the area and found the following regulations for backyard chickens:

Backyard Chicken Regulations in Other Jurisdictions

City	Min. Lot Size	Structure Setbacks	Max. # Allowed	Other Information
Roswell	0.33 acres	25'	12/acre, max. 36	Allowed in single-family districts
Milton	1.01 acres	25'	75	Allowed in single-family districts, min. 4 SF/chicken
Johns Creek	any	100' (from occupied bldgs., not incl. home)	75	Allowed in single-family districts, min. 4 SF/chicken
Marietta	15,000 SF	20' from property lines, 10' from principal structure	4	Allowed in single-family districts, required to have fenced area for chickens, min. 25 SF per chicken

- Staff contacted Code Enforcement offices in other jurisdictions and found they had no significant complaints regarding backyard chickens.
- City Attorney, Sam Thomas, read the ordinance aloud.
- **Public Comment:** No Public Comment
- ❖ Council Member Richard offered a motion to approve PH-21-13 UDC Text Amendments - Supplementary Regulations Accessory Backyard Chickens Located in Residential Zoning Districts and the ordinance as presented
 - The motion received a second from Council Member Binder
 - The motion was approved (6-1); Council Member Burnett voting in opposition

VII. NEW BUSINESS**A. Providence Road Sidewalk Mayfield to Bates**

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- Staff is recommending that Council award the contract for Providence Rd. Sidewalk Construction from Mayfield to Bates Road to Excellre Construction LLC. in the amount of \$196,800.00 and authorize the Mayor to execute all necessary documents.
- The award of this contract is for the construction of sidewalk from Mayfield Rd. to Bates Rd. along the west side of Providence. This segment is part of three segments along Providence and Charlotte identified as part of the 2016 Bond. Two segments of the three have been completed which include the West side of Charlotte Dr. from Old Place Drive to Lillian Drive and the west side of Providence Rd. from Bates Rd. to the City limits.
- The scope of work for the remaining sidewalk along the west side of Providence rd. is as follows:
- Construction of approximately 575 linear feet of sidewalk along the west side of Providence Road from existing sidewalk south of Bates Road to existing sidewalk north of Mayfield Road. Curb and gutter will be installed along the entire stretch of sidewalk in keeping with the existing sidewalk. The completion of this gap will provide contiguous sidewalk along the west side of Providence Road from the City Limits to Mayfield Road.

- The Department of Public Works reached out to three vendors currently on contract with the City to obtain pricing. The following prices were provided for the above scope of work:
 - Excellere Construction LLC. \$196,800.00
 - Summit Construction \$199,872.40
 - Sol Construction LLC \$254,600.00
- Excellere Construction LLC is currently under contract with the City and has completed several other projects for the City in years past. Staff feels confident that Excellere Construction LLC. can complete the outlined scope of work provided within budget and in a timely manner. Duration for this project is anticipated to take 60 days from the date of notice to proceed.
- **Public Comment:** No Public Comment
- ❖ Mayor Pro Tem Mitchell offered a motion to award the contract for Providence Rd. Sidewalk Construction from Mayfield to Bates Road to Excellere Construction LLC. in the amount of \$196,800.00 and authorize the Mayor to execute all necessary documents
 - The motion received a second from Council Member Merkel
 - The motion was approved unanimously (7-0)

B. Microsoft Azure Cloud Infrastructure as a Service (IaaS) - Change Order

- Director of Information Technology, Randy Bundy, came forward to present this item.
- Staff is recommending that Council approve the request to provide an increase in the existing purchase order for Microsoft Azure Cloud Services (IaaS) using the Statewide Contract (SWC) 99999-SPD-T20190814-0002 for Cloud Solutions for all City Departments in the FY2021 in the amount of \$32,000 and authorize the Mayor to execute all necessary documents.
- This request is to increase the existing purchase order for cloud data storage and consumption costs This increase is primarily due to increased costs for remote service licensing and access consumption during the pandemic that was not anticipated at the time of the FY2021 budget.
- Procurement is through the State of Georgia Statewide Contract (SWC) 99999-SPD-T20190814-0002 for Cloud Solutions. This provides through this negotiated state contract the best pricing and support for Microsoft Azure and cloud services using the National Association of State Procurement Officials (NASPO) "ValuePoint" that leverages the expertise and buying power of many states and other participating entities.
- **Public Comment:** No Public Comment

- ❖ Council Member Burnett offered a motion to approve the request to provide an increase in the existing purchase order for Microsoft Azure Cloud Services (IaaS) using the Statewide Contract (SWC) 99999-SPD-T20190814-0002 for Cloud Solutions for all City Departments in the FY 2021 in the amount of \$32,000 and authorize the Mayor to execute all necessary documents

- The motion received a second from Mayor Pro Tem Mitchell
- The motion was approved unanimously (7-0)

C. Alpharetta Jobs Creation Grant Program

- Director of Community Development, Kathi Cook, came forward to present this item.
- Staff is recommending that Council approve the Third Amendment to the intergovernmental contract for the Alpharetta Jobs Creation Grant Program for the period July 01, 2021 through June 30, 2022 and authorize the Mayor to execute all necessary documents.
- As a means of incentivizing business location and expansion and the hiring of Alpharetta residents for jobs created through such business location and expansion, the Development Authority entered into an agreement with the City of Alpharetta to create the Alpharetta Jobs Creation Grant Program.
- As the program is currently structured, for each job created in Alpharetta by a new or expanding business that qualifies for the Georgia Job Tax Credit Program and for which a current resident of the City of Alpharetta is hired, the City will pay to the business a direct grant of \$250 to \$500 per new employee up to a maximum cumulative amount of \$80,000. The grant may be claimed for eligible new full-time, permanent jobs at the Alpharetta facility and may be claimed in years two and three if the Alpharetta resident continues to be employed.
- The amendment as presented was approved by the Development Authority during its June meeting and would extend the program for the period of July 01, 2021 through June 30, 2022.
- It is anticipated that during the period covered by this amendment, the Director of Economic Development would undertake an in-depth analysis of all current incentive programs to ensure alignment with economic development goals and needs. Based on that analysis, a holistic package of proposed incentive programs would be brought forward for consideration.
- **Public Comment:** No Public Comment
- ❖ Council Member Burnett offered a motion to approve the Third Amendment to the intergovernmental contract for the Alpharetta Jobs Creation Grant Program for the period July 01, 2021 through June 30, 2022 and authorize the Mayor to execute all necessary documents
 - The motion received a second from Council Member Richard
 - The motion was approved unanimously (7-0)

D. Intergovernmental Agreement: Lease of Certain Property to Alpharetta Development Authority

- Director of Community Development, Kathi Cook, came forward to present this item.
- Staff is recommending that Council approve, as presented, an intergovernmental agreement between the City and the Development Authority of Alpharetta for the lease of certain property located at 2970 Webb Bridge Road; and authorize the Mayor to execute all necessary documents.
- Beginning in 2017, the City entered into an Intergovernmental Agreement (IGA) with the Development Authority for the purpose of leasing to the Authority certain City-owned property located at 2970 Webb Bridge Road. The Development Authority subsequently has sub-leased said property to Tech Alpharetta (known at the time of the original IGA and sublease as the Alpharetta Technology Commission) for purposes of housing the Alpharetta Technology Accelerator and the administrative offices of that organization. The initial IGA was for a period of one year.
- The most recent IGA and sublease, executed in 2018, expired on January 30, 2021; however, the arrangement has since continued on a month-to-month basis, as it has met the mutual needs and goals of the City, Development Authority, and Tech Alpharetta.
- Presented for consideration of the Mayor and Council is a new IGA continuing, under the same terms as the previous IGA, the lease of the property to the Development Authority for the period July 01, 2021 through June 30, 2024.
- **Public Comment:**
 - CEO of Tech Alpharetta, Karen Cashion, came forward in support of this item.
- ❖ Council Member Burnett offered a motion to approve, as presented, an intergovernmental agreement between the City and the Development Authority of Alpharetta for the lease of certain property located at 2970 Webb Bridge Road; and authorize the Mayor to execute all necessary documents
 - The motion received a second from Council Member Binder
 - The motion was approved unanimously (7-0)

VIII. WORKSHOP

A. Big Creek Greenway/Union Hill Park Connection

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- This item is being presented for informational and discussion purposes and no formal vote is required.
- The Big Creek Greenway from Marconi to Union Hill Park has been opened for the last couple of months. Union Hill Park is now a trailhead of the Greenway, and representatives from Recreation/Parks/Cultural Services and Public Works have been working to develop a plan that will provide safe connectivity from the parking lot at Union Hill to the Greenway.

- Staff presented an exhibit depicting the proposed route of the Greenway to Union Hill Park. The proposed trail will be classified as the Greenway and will be 12' in width. This Greenway extension will not only provide a safe route to Union Hill Road (currently there is no sidewalk along the driveway from Union Hill Road to the Parking lot) as well as lead individuals to the existing restrooms at Union Hill Park.
- Approximately 730 feet of 12' wide sidewalk will be constructed from the intersection of Union Hill Park's Driveway and Union Hill Road. A few trees, some are dead, will need to be removed and the old asphalt sidewalk (depicted as existing on the exhibit) will be removed and replaced with concrete. The greenway diverts towards the cul-de-sac to ensure the least amount of construction activity takes place near the large specimen pine tree.
- Working with ICAN, the contractor who constructed the Greenway, the cost of these improvements will not exceed \$275k and would be accomplished in about 4-6 weeks. The current contract has \$300k remaining and staff is proposing to utilize the remaining funds in ICAN's contract to complete the connection from the Greenway to the Union Hill Park Parking Lot.

IX. PUBLIC COMMENT

- Ruth Ann Tatum, 250 Pebble Trail, Alpharetta, GA, 30009, came forward to compliment the Fourth of July fireworks.

X. REPORTS

- Council Member Richard announced that Deb Zemlock is resigning from the Natural Resources Commissions and appointed Beth Ott as her replacement.

XI. ADJOURNMENT TO EXECUTIVE SESSION

- ❖ Mayor Pro Tem Mitchell offered a motion to adjourn into Executive Session
 - The motion received a second from Council Member Binder
 - The motion was approved unanimously (7-0)
- ❖ With no further business to discuss or items to be heard, Mayor Gilvin adjourned the meeting into Executive Session at 9:36 P.M.

Respectfully submitted,



Erin Cobb, City Clerk



City Council Meeting & Public Hearing STAFF REPORT

Submitting Department: Legal
Submitted By:
Sponsored By:
Meeting Date: July 26, 2021

I. AGENDA ITEM TITLE: APPROVAL OF MEDIATED SETTLEMENT AGREEMENT-RICHEY

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 & Public Hearing STAFF REPORT

Submitting Department: Community Development

Submitted By:

Sponsored By:

Meeting Date: July 26, 2021

I. AGENDA ITEM TITLE: V-21-18 EDWARDS / 91 JOHN CHRISTOPHER STREAM BUFFER VARIANCE

CONSIDERATION OF A VARIANCE TO ALLOW A STREAM BUFFER ENCROACHMENT ON A SINGLE-FAMILY DETACHED LOT FOR A NEW RESIDENCE. THE PROPERTY IS LOCATED AT 91 JOHN CHRISTOPHER DRIVE AND IS LEGALLY DESCRIBED AS BEING LOCATED IN LAND LOTS 1182 & 1183, 2ND DISTRICT, 2ND SECTION, FULTON COUNTY, GEORGIA.

II. RECOMMENDATION:

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:

Edwards 91 John Christopher Variance Staff Report, Aerial Map, Zoning Map, Future Land Use, Location Map, CZIM 6.9.21 91 John Christopher Drive, 91 JCD Citizen Part B Combined, Arata Wantanabe Letter of No Objection, Citizen Input Combined as of 7.15.21, 91 John Christopher Drive Application Updated 6.7.21 + Combined, 91 John Christopher Dr Original App. Combined



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT

SUBMITTED BY: KATHI COOK

DRAFTED BY: MICHAEL WOODMAN

I. **AGENDA ITEM TITLE:** V-21-18 EDWARDS/91 JOHN CHRISTOPHER DRIVE VARIANCE

CITY COUNCIL: JULY 26, 2021

II. **RECOMMENDATION:**

Approve V-21-18 Edwards/91 John Christopher Drive Variance, subject to the following conditions:

1. Stream buffer encroachment, tree removal and building placement shall be limited to site plan prepared by Eco Living, LLC, dated 6/5/2021, except for modifications required to comply with the conditions below.
2. Property owner shall mitigate the stream buffer encroachment by recording a conservation easement on the subject property over the area located on the east side of the stream, as well as removal of invasive Bamboo in the stream buffer, with final approval by Staff.

III. **REPORT IN BRIEF:**

The applicants, Alistair and Angela Edwards, are requesting consideration of variances to reduce the front setback and a stream buffer encroachment to allow for the construction of a single-family detached home on a 0.65-acre undeveloped lot. The applicant requests a reduction of the platted front setback from 50' to 35' and a stream buffer reduction from 150' to 54'. The subject property is located at 91 John Christopher Drive near the northeast corner of John Christopher Drive and Jayne Ellen Way in the Coldridge Forest subdivision.

DISCUSSION

The submitted request, if approved, would allow for a reduction in the front setback and a stream buffer encroachment for the construction of a single-family detached home on a 0.65-acre lot. The applicant requests a reduction of the platted front setback from 50' to 35' and a stream buffer reduction from 150' to 54'. The subject property is located at 91 John Christopher Drive near the northeast corner of John Christopher Drive and Jayne Ellen Way in the Coldridge Forest subdivision.

The undeveloped property is zoned R-15 (Dwelling, 'For-Sale', Residential). An unnamed perennial stream runs north to south through the middle of the property and has 150' stream buffers. Surrounding properties are zoned R-15, except that the property to the east is zoned CUP (Community Unit Plan). Single-family detached lots in the Coldridge Forest subdivision are located to the north, west and south and a single-family detached lot in the Henderson Village subdivision is located to the east.

A variance is requested to reduce the front setback from 50' to 35'. The subdivision plat for Coldridge Forest has a 50' platted front setback. Variance hardship is related to the stream running through the middle of the property. The property is zoned R-15, which requires a 35' front setback on a local street. In addition, the adjacent lot to the south as a side corner setback

along John Christopher Drive of 23' and 141 John Christopher Drive was granted a variance in 2004 to allow for the construction of the home on the front half of the lot with a 35' front setback.

A variance is also requested from Unified Development Code (UDC) 3.3.6(C)(1)(b) Stream Buffer Protection, Land Development Requirements, to allow a stream buffer encroachment into a 150' perennial stream buffer. The buffer encroachment would allow for the construction of a 3,650 square foot single-family detached home on the front half of a 0.65-acre platted lot. As depicted in the exhibit to the right, seven (7) lots to the north of the applicant's property were developed with single-family homes with four (4) homes constructed on the back half of the property and three (3) homes constructed on the front half of the property. The City's Stormwater Engineer has worked with the applicant and prefers the applicant's proposal to construct the home on the front half of the property, which has the least impact to the stream.



To mitigate the proposed stream buffer encroachment, the applicant proposes to record a conservation easement on the back half of the property, which would protect the property and associated stream buffer from further development in perpetuity. In addition, the applicant proposes to remove invasive Bamboo in the stream buffer.

Coldridge Forest subdivision was platted in 1973, with most of the homes along John Christopher Drive constructed in the early 1970's. The table below provides a summary of the development of lots along the same stream that impacts the applicant's property. Staff has been unable to identify stream buffer variances associated with the addresses in the table below, except for the applicant's current request. In 1995, the City established a comprehensive stormwater management system, which included the City's current 150' perennial stream buffers. Therefore, all homes but one (1) were developed before the City required stream buffers.

Address	Year Built	Position of Home	Building Footprint	Notes
325 Jayne Ellen Way	1985	Front	828 SF	Stream on rear ½ of lot
335 Jayne Ellen Way	1982	Front	944 SF	Stream on center
345 Jayne Ellen Way	1971	Front	2,155 SF	Stream on center
355 Jayne Ellen Way	1974	Front	1,598 SF	Stream on rear ½ of lot
91 John Christopher	N/A	Front (proposed)	~1,925 SF (proposed)	Stream on center
101 John Christopher	1974	Rear	1,629 SF	Stream on center
111 John Christopher	1974	Rear	1,298 SF	Stream on front ½ of lot
121 John Christopher	1974	Rear	1,612 SF	Stream on front ½ of lot
131 John Christopher	1974	Rear	1,304 SF	Stream on center
141 John Christopher	2006	Front	899 SF	Stream on center, variance approved to reduce front setback from 50' to 35'
151 John Christopher	1970	Front	1,425 SF	Stream on rear ½ of lot
161 John Christopher	1974	Front	1,584 SF	Stream on rear ½ of lot

There are past examples of stream buffer variance approvals. Alpharetta First United Methodist Church (AFUMC) was approved for at least two (2) stream buffer variances with the most recent approval in conjunction with The 1858 residential development along Cumming Street. East of Main 2 was approved for a stream buffer variance to reduce the stream buffer from 150' to 75'. Most recently, the Board of Zoning Appeals approved 145 Cumming Street for a stream buffer variance to allow for a garage addition and swimming pool on a residential lot.

SITE PLAN

The site plan depicts a 1-story single-family detached home with walkout basement on the front half of the 0.65-acre lot and with a 35' front setback. Because the perennial stream runs through the middle of the property, the entire property is encumbered by the 150' stream buffers. Dimensions on the site plan depict the south, rear corner of the home to be within approximately 54' of the stream and a rear deck within approximately 64' of the stream. The applicant's proposed building footprint is similar in size to the existing homes in the Coldridge Forest subdivision.

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 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: A perennial stream runs through the middle of the platted lot, encumbering the entire property with stream buffers. The applicant is requesting variances to allow for the home to be laid out on the front half of the property, which has the least impact to the stream. The City's Stormwater Engineer supports the applicant's proposed layout and stream buffer mitigation.

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

Response: Application of the Ordinance would not allow for a home to be built on the subject property.

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

Response: A perennial stream runs through the middle of the platted lot, encumbering the entire property with stream buffers. The applicant is requesting variances to allow for the home to be laid out on the front half of the property, which has the least impact to the stream. The City's Stormwater Engineer supports the applicant's proposed layout and stream buffer mitigation.

(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 variance should not cause substantial detriment to the public good. A front setback variance was granted in 2004 at 141 John Christopher Drive to allow for the home to be constructed on the front half of the property with a 35' front setback. In addition, the City's Stormwater Engineer supports the applicant's proposed layout and stream buffer mitigation.

CONCURRENCES

Staff has reviewed the proposal and finds that the variance request is not in conflict with the established review criteria. The applicant proposes to construct the home on the front portion of the lot, which would have the least impact to the stream. In addition, the applicant proposes to record a conservation easement on the rear portion of the lot. A front setback variance was granted in 2004 at 141 John Christopher Drive to allow for the home to be constructed on the front half of the property with a 35' front setback. Approval of the variances should not cause substantial detriment to the public good, if the stream buffer encroachment is properly mitigated.

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 in addition to mailed letters, the applicant met with some of their neighbors, of which two (2) households were supportive of the variance and a third household indicated their preference in the order of 1) no house on property, 2) house at rear, and 3) house at front. The applicant provided letters of support from residents at 205, 270, 340 and 375 Jayne Ellen Way.

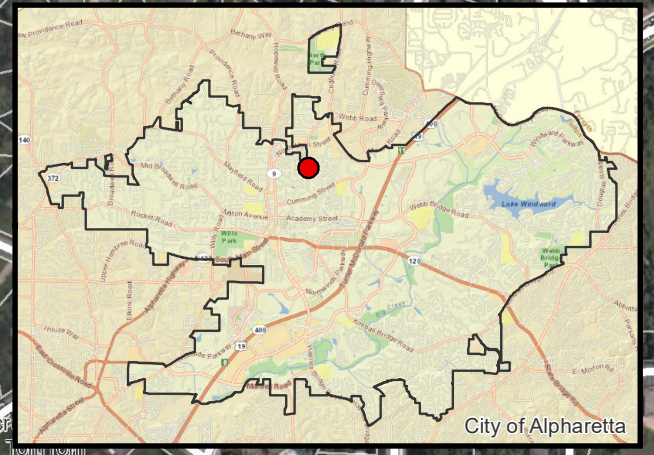
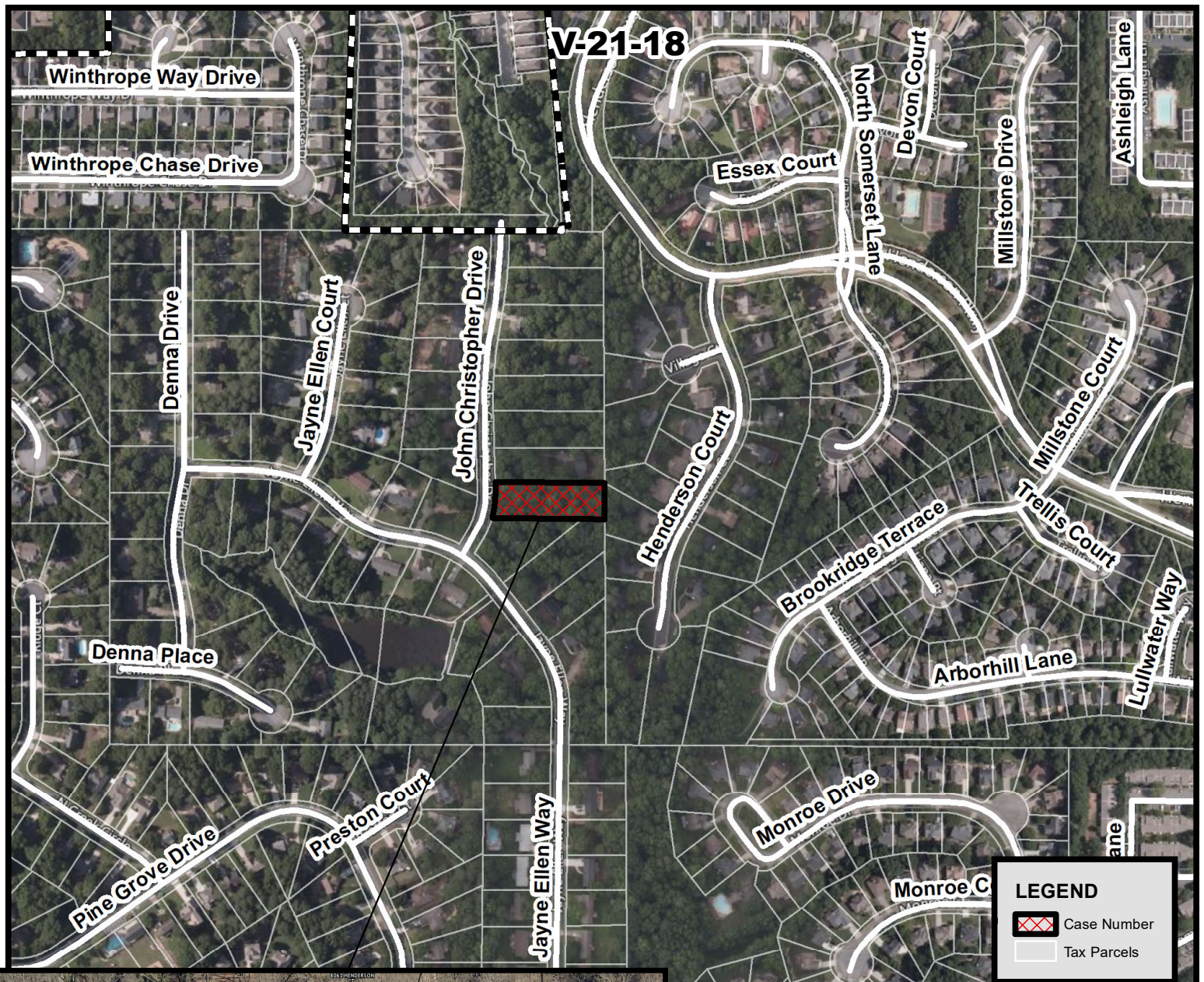
City Staff received a letter of objection from the adjacent property owners to the north, 101 John Christopher Drive. The letter outlines the resident's concerns, which include the potential negative impact to the stream from building a home on the subject property, the lot was never built upon and should become a pocket park for the neighborhood, the residential structure is ill-suited for placement on the front of the lot, and the loss of privacy. If approval is considered, the adjacent property owners request that the applicant 1) remove boundary trees on the applicant's property that have been deemed hazardous by a certified arborist, 2) construct a six-foot (6') privacy fence if the home is conditioned to be constructed on the rear portion of the lot, and 3) the applicant acknowledge that they and their contractors will not trespass on the adjacent property during construction of the home.

COMMUNITY ZONING INFORMATION MEETING

CZIM was held on June 9, 2021. There were a few public comments from Coldridge Forest residents with the following concerns: lot should remain undeveloped since developer did not develop, do not want the home built on the front portion of the lot, existing homes will view the rear of the proposed home, new home only benefits the applicant, construction traffic/noise, do not want tree removal, length of construction, and erosion on the stream.

IV. ATTACHMENTS:

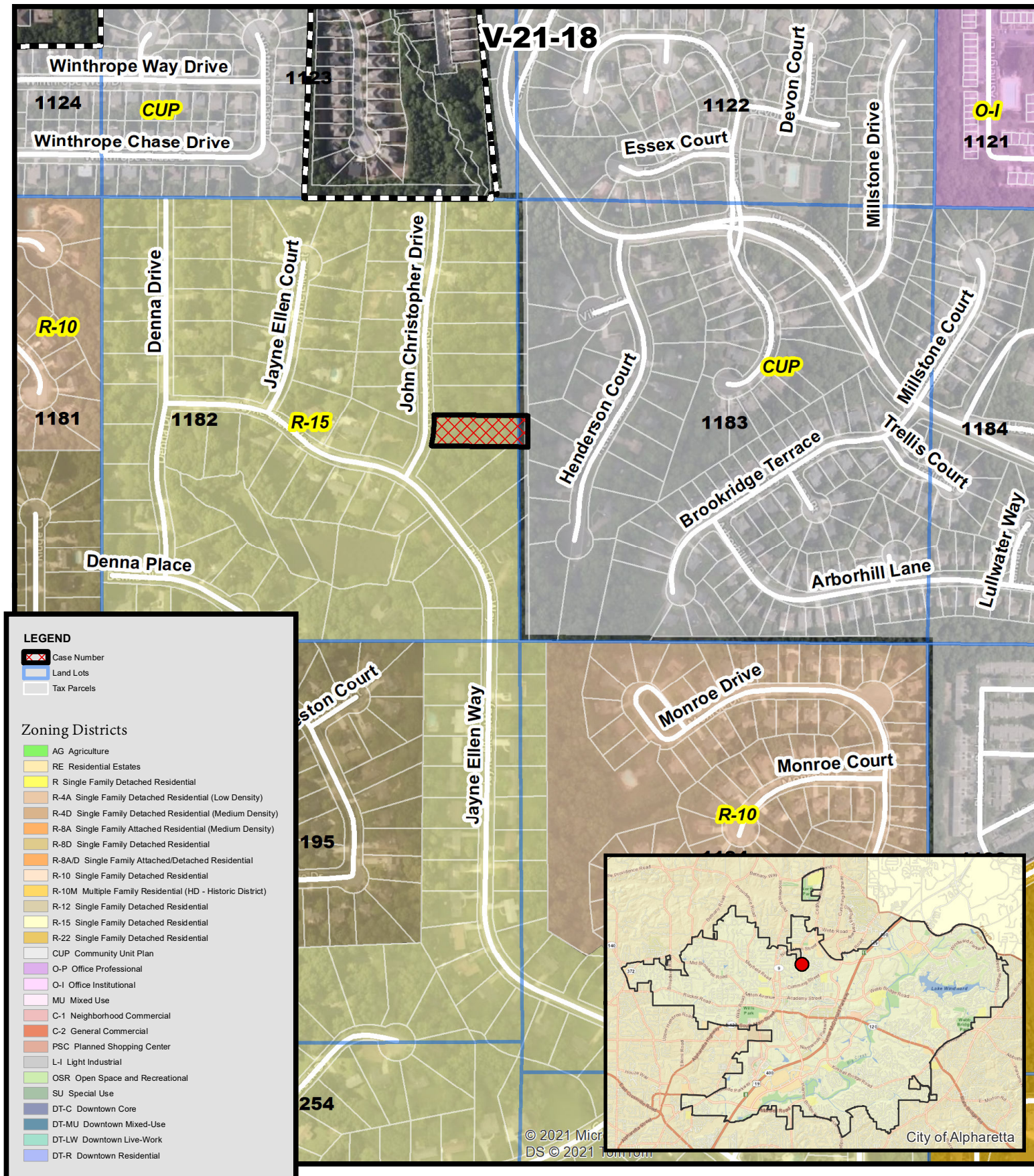
- Site Plan



Aerial Map
Edwards - Stream Buffer Variance
91 John Christopher Drive

V-21-18
D/LL: 1/2/1182
CC: 7/26/21

Location Map Provided by:
Community Development - GIS

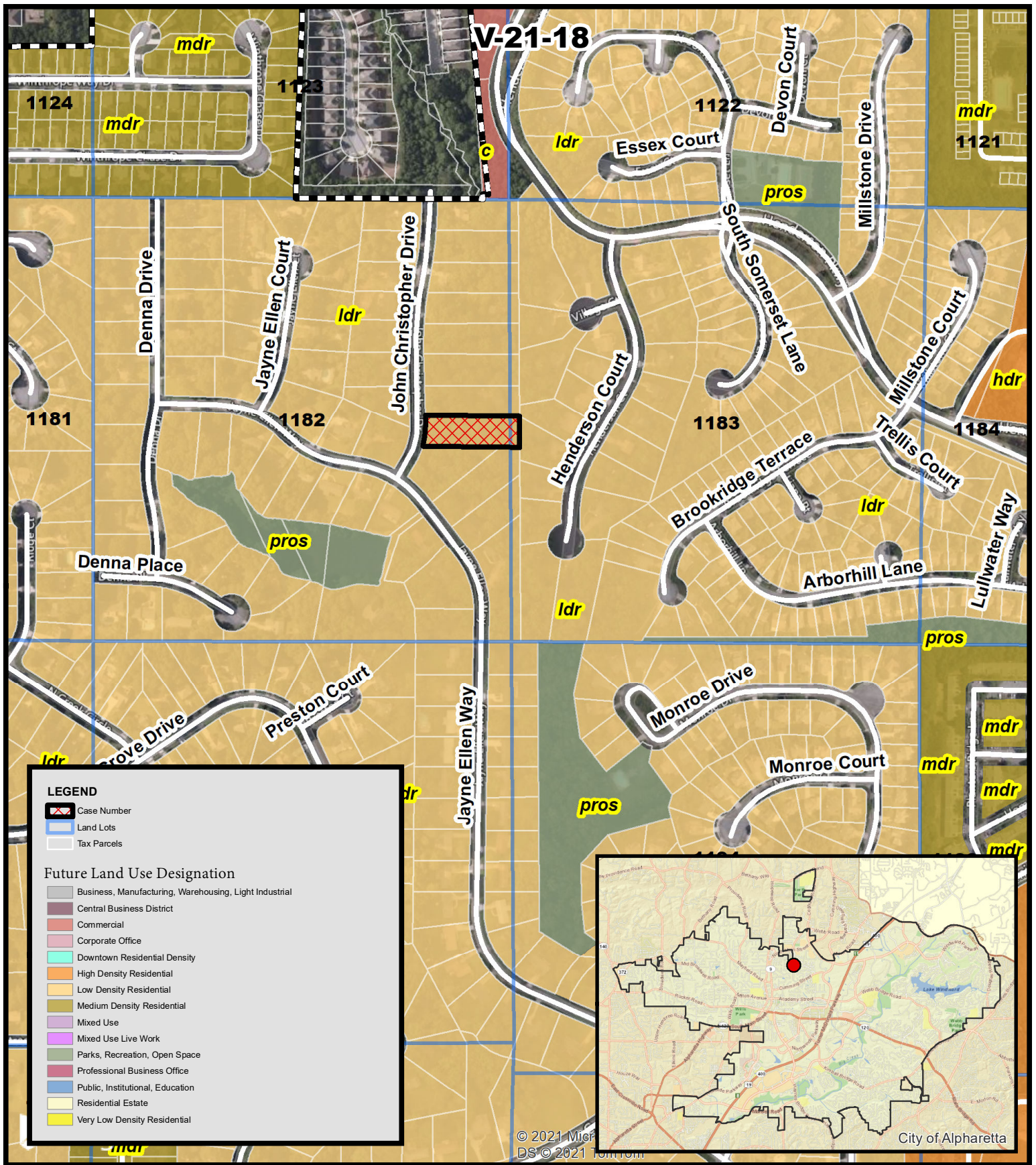


Zoning Map **Edwards - Stream Buffer Variance** **91 John Christopher Drive**

V-21-18
D/LL: 1/2/1182
CC: 7/26/21



Location Map Provided by:
Community Development - GIS

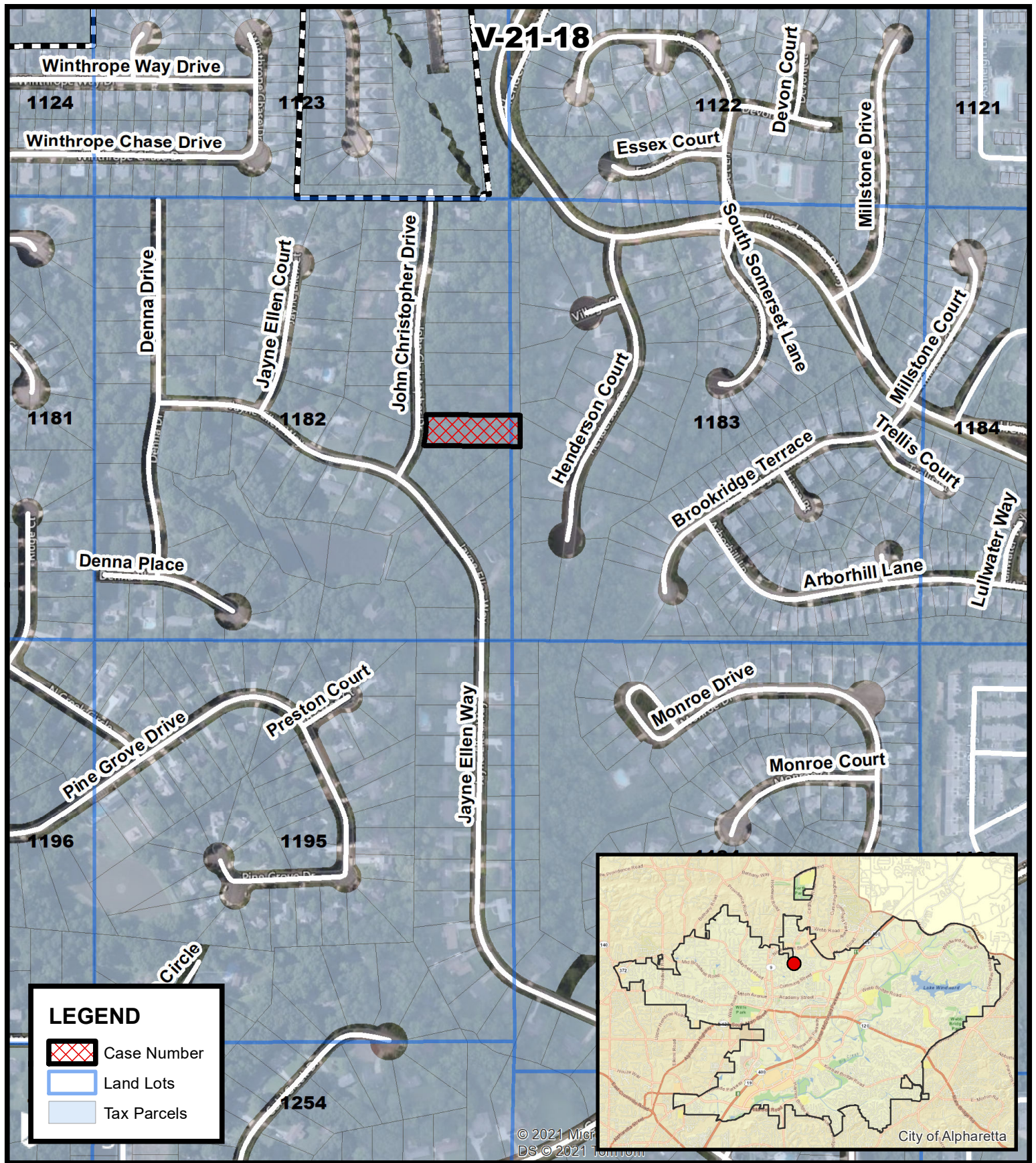


Future Land Use
Edwards - Stream Buffer Variance
91 John Christopher Drive

V-21-18
D/LL: 1/2/1182
CC: 7/26/21



Location Map Provided by:
Community Development - GIS



Location Map
Edwards - Stream Buffer Variance
91 John Christopher Drive

V-21-18
D/LL: 1/2/1182
CC: 7/26/21

Location Map Provided by:
Community Development - GIS



COMMUNITY DEVELOPMENT
COMMUNITY ZONING INFORMATION MEETING
JUNE 9, 2021
ZOOM
6:00 PM

I. Staff Present

- a. Kathi Cook
- b. Michael Woodman
- c. Ben Kern
- d. Lauren Shapiro

II. Kimball 154

III. Far East Beauty

IV. Windward Park Sign Exception

V. 91 John Christopher Drive Stream Buffer Variance

a. Applicant Presentation: Al Edwards

- i. Building a home on a unique plat, and wanting a variance to build a home on the front of the lot instead of the rear because of environmental challenges at the rear of the lot.

b. Public Comment

i. Amanda Clay and John Hickie (101 John Christopher Drive)

- 1. Met the applicant, and they seem like great people.
- 2. This is the only lot that is not developed. Opposition is based on the fact that the original developer decided not to build on this lot, and they would prefer the home either not be built at all or have the home built further back on the lot as intended.
- 3. If the applicant builds their home at the front of the lot, then we will be staring at the back of your house, and we have been there for a while.

ii. Wayne Ross (131 John Christopher Drive)

- 1. We live on a dead-end road and we are used to having a nice environment. There has been construction in the neighborhood. Building a new home would not benefit anyone else in the neighborhood, other than the people building it.
- 2. Concerned with construction traffic since it would likely take longer to build a new home than it would to renovate an existing home.
- 3. Does not want to see trees removed.
 - a. Applicant: We asked to remove 5-7 trees. If we built the home at the rear, it would be a clear cut.
- 4. Curious as to whether this home is for the applicant to live in or sell.
 - a. Applicant: We have lived in Atlanta for 47 years and have been intentional about finding a city that has evolved and be best for us to live and believe that Alpharetta meets the mark. This is a forever home for us.
- 5. How long will it take for the home to be constructed?

- a. Applicant: We are doing an SIP panel home, so this is a quicker build, and time is of the essence in regard to our construction loan. Wife is an architect and an environmental design specialist. We are considering and talking with the City about creating a conservancy so it would protect the back of the lot for good. We cannot give an estimate for construction, but he would be concerned if it were to take over a year, and we may time it to where supply and demand is no longer at issue.

iii. **Allison Duziak**

- 1. Concerned with trees, erosion issues since there seems to be a steep embankment into the creek.
- 2. Is the Applicant just renting at Jayne Ellen Way?
 - a. Applicant: Yes.
- 3. Purchased tire insurance because she had to replace flat tires this year because of construction.
- 4. Is there a construction or erosion impact study?
 - a. Applicant: We have been working with the City's Stormwater Management Engineer. We desire to turn the back of the lot into a conservancy, so it will be left completely natural. We are going to have cistern to capture roof water. This is not a study per se, but we are working with the Stormwater Management Engineer with the City.
- 5. Concerned with construction noise from 7:00 am to 7:00 pm everyday since she sits on her front porch and listens to birds and watches deer.
 - a. Applicant: Committed to overseeing this. I want to have as a little impact environmentally. There will be no construction on Saturday and Sunday.

VI. There were no chat comments for this CZIM.

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: V-21-18 Edwards / 91 John Christopher Drive

Contact Name: Alistair Edwards Telephone: 770-396-5464

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.
Please see attached spreadsheet with addresses and notes.

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

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

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

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

Signature of Authorized Agent: _____

Date: _____

6/28/2021

Print Form

Parcel	Owner	Owner Address	City, State Zip	Neighborhood Address	Response to Notification?	Notes
22 497211820123	LAWHORNE RAYMOND JR & LAURIE - Bobby & Sarah Quershi	270 JAYNE ELLEN WAY	ALPHARETTA GA 30004	270 JAYNE ELLEN WAY	Yes - Personal Visit	6/2/2021 - Written notice returned. Met with Bobby & Sarah and they are supportive of the variance
22 497211820149	REICHENBERG GREG M & ANNE S	300 JAYNE ELLEN WAY	ALPHARETTA GA 30004	300 JAYNE ELLEN WAY	No	
22 497211820156	SWETELL ANDREA	310 JAYNE ELLEN WAY	ALPHARETTA GA 30004	310 JAYNE ELLEN WAY	No	
22 497211820560	BRENNAN TODD	105 JAYNE ELLEN CT	ALPHARETTA GA 30004-1310	105 JAYNE ELLEN CT	No	
22 497211820578	GROCE DONALD H & BARBARA N	100 JOHN CHRISTOPHER DR	ALPHARETTA GA 30004	100 JOHN CHRISTOPHER DR	No	
22 497211820586	DERRICO THOMAS G & DERRICO LAURA	110 JOHN CHRISTOPHER DR	ALPHARETTA GA 30009	110 JOHN CHRISTOPHER DR	No	
22 497211820594	IRWIN MICHAEL J	120 JOHN CHRISTOPHER CT	ALPHARETTA GA 30004	120 JOHN CHRISTOPHER CT	No	
22 497211820602	ROBERTS CATHY B	130 JOHN CHRISTOPHER DR	ALPHARETTA GA 30004	130 JOHN CHRISTOPHER DR	No	
22 497211820651	DIGIOIA MARY	151 JOHN CHRISTOPHER DR	ALPHARETTA GA 30009	151 JOHN CHRISTOPHER DR	No	
22 497211820669	LEE CHRISTOPHER J & JENNIFER F	141 JOHN CHRISTOPHER DR	ALPHARETTA GA 30004	141 JOHN CHRISTOPHER DR	No	
22 497211820677	ROSS WAYNE	131 JOHN CHRISTOPHER DR	ALPHARETTA GA 30004	131 JOHN CHRISTOPHER DR	No	6/9/2021 - CZIM Participation Meeting - Wayne expressed concerns as to whether or not the property would be used as an investment or permanent home. Responded with the reasoning we moved to Alpharetta based on their city planning.
22 497211820685	MALONEY JOHN F & MC RAE KATHLEEN C TRUSTORS	257 COLONIAL HOMES DR N' ATLANTA GA 30309		121 JOHN CHRISTOPHER DR	No	Returned 6/4/2021. Dropped letter in mailbox directly.
22 497211820743	WAGNER JEFFREY E AND RUTH E	280 JAYNE ELLEN WAY	ALPHARETTA GA 30004	280 JAYNE ELLEN WAY	No	
22 497211820750	HUGHES SUSAN	290 JAYNE ELLEN WAY	ALPHARETTA GA 30004	290 JAYNE ELLEN WAY	No	
22 497211820768	HAEFNER DANIEL E	335 JAYNE ALLEN WAY	ALPHARETTA GA 30009	335 JAYNE ALLEN WAY	No	
22 497211820776	MAGNUS FAMILY TRUST	2235 MAIN CHANCE DR	CUMMING GA 30041	325 JAYNE ALLEN WAY	Yes - Telephone	6/8/2021 - Received Call from Magnus Family Trust indicating the ownership is different. Will hand deliver a notice to current owner. 6/10/2021 - Letter delivered via mail to actual address.
22 513011830334	ALONSO WILLIAM	8060 HENDERSON CT	ALPHARETTA GA 30004	8060 HENDERSON CT	No	
22 513011830342	MALIKIC HURMETA & MALIKIC MURADIF	300 MOUNTAIN BROOK RD	CUMMING GA 30040	8070 HENDERSON CT	No	
22 513011830359	BLACKBURN WILLIAM A & LINDA	8080 HENDERSON CT	ALPHARETTA GA 30004	8080 HENDERSON CT	No	
22 513011830375	PETERSON ROBIN ANNE	8091 HENDERSON CT	ALPHARETTA GA 30004-3872	8091 HENDERSON CT	No	
22 513011830425	GARG POONAM GARG SANJAY	8041 HENDERSON CT	ALPHARETTA GA 30004	8041 HENDERSON CT	No	
22 513011830433	FEY KATHLEEN	8031 HENDERSON CT	ALPHARETTA GA 30004-3872	8031 HENDERSON CT	No	
22 513011830441	DILLOW CAROLYN	8021 HENDERSON CT	ALPHARETTA GA 30004	8021 HENDERSON CT	No	
22 513011830458	RICH RALPH G	4710 VILLAGE CT	ALPHARETTA GA 30004	4710 VILLAGE CT	No	
22 513811831011	MEANS BROTHERS INC	P.O. BOX 2458	ALPHARETTA GA 30023	0 BROOKRIDGE TER	No	
22 497211820057	WEBB CAROLE A	395 JAYNE ELLEN WAY	ALPHARETTA GA 30004-1303	395 JAYNE ELLEN WAY	No	
22 497211820065	BAIN ELIZABETH	385 JAYNE ELLEN WAY	ALPHARETTA GA 30009	385 JAYNE ELLEN WAY	No	
22 497211820073	FOUTS EUGENE T	5775 HENDRIX RD	CUMMING GA 30040	375 JAYNE ELLEN WAY	Yes - Personal Visit	Current Owner Eric & Michelle Kern. 6/27/2021 had conversation with Eric and Michelle and they are in support of the variance.
22 497211820081	PETHEL MARGARET J	355 JAYNE ELLEN WAY	ALPHARETTA GA 30009	355 JAYNE ELLEN WAY	No	
22 497211820099	STANTON KEVIN R & ELIZABETH L	345 JAYNE ELLEN WAY	ALPHARETTA GA 30004	345 JAYNE ELLEN WAY	No	
22 497211820164	IFFLAND BEVERLY J	320 JAYNE ELLEN WAY	ALPHARETTA GA 30009-2316	320 JAYNE ELLEN WAY	No	
22 497211820172	MC CALEB JOSEPH H JR & JOLLIE K	330 JAYNE ELLEN WAY	ALPHARETTA GA 30004-1316	330 JAYNE ELLEN WAY	No	Returned 6/4/2021. Dropped letter in mailbox directly
22 497211820180	PINSON SCOTT L	201 MAY APPLE LANE	ALPHARETTA GA 30005	340 JAYNE ELLEN WAY	No	
22 497211820198	CARR JASON S	350 JAYNE ELLEN WAY	ALPHARETTA GA 30004-1316	350 JAYNE ELLEN WAY	No	

22 497211820537	WELLS KENNETH	135 JAYNE ELLEN CT	ALPHARETTA GA 30009	135 JAYNE ELLEN CT	No	
22 497211820545	CASWELL THEODORE C & CAROLYN R	125 JAYNE ELLEN CT	ALPHARETTA GA 30009-2310	125 JAYNE ELLEN CT	No	
22 497211820552	SMITH HERBERT E III	115 JAYNE ELLEN CT	ALPHARETTA GA 30009-2310	115 JAYNE ELLEN CT	No	
22 497211820610	SYLVESTER TOM & SILVANIA	140 JOHN CHRISTOPHER DR	ALPHARETTA GA 30004	140 JOHN CHRISTOPHER DR	No	
22 497211820628	MARTIN WILMA J	150 JOHN CHRISTOPHER DR	ALPHARETTA GA 30009-2320	150 JOHN CHRISTOPHER DR	No	
22 497211820693	FLOWERS MICHAEL T JR	6720 DOGWOOD RD	GAINESVILLE GA 30506	111 JOHN CHRISTOPHER DR	No	
22 497211820701	JEANNIE ALLEN LIVING TRUST - Amanda Clay & Jonathan H	101 JOHN CHRISTOPHER DR	ALPHARETTA GA 30009	101 JOHN CHRISTOPHER DR	Yes - Personal Visit	5/1/2021 - In person meeting over dinner. Owners indicated that they had preferences in the following order - 1 - No house on property, 2 - House at rear, 3 - House at front
22 497211820719	MC CALL MYRA E	2400 RIDGEWAY DR	DORAVILLE GA 30360	91 JOHN CHROSTOPHER DR	No	
22 497211820818	ADAMS JEFF & TERRI	8019 CAMP WAHSEGA RD	DAHLONEGA GA 30533	0 JAYNE ELLEN WAY	No	
22 497211820826	HUGHES SUSAN	290 JAYNE ELLEN WAY	ALPHARETTA GA 30009-2314	290 JAYNE ELLEN WAY	No	
22 513011830284	GULICK SUE M & HATTON JESSICA R	8010 HENDERSON CT	ALPHARETTA GA 30004	8010 HENDERSON CT	No	
22 513011830292	DUNLAP JOHN C & BETH B	8020 HENDERSON CT	ALPHARETTA GA 30004	8020 HENDERSON CT	No	
22 513011830300	JOHNSON THOMAS & JOHNSON AMANDA	8030 HENDERSON CT	ALPHARETTA GA 30004	8030 HENDERSON CT	No	
22 513011830318	SALSMAN HAILEY E & LYERLY GARTH L	8040 HENDERSON CT	ALPHARETTA GA 30004	8040 HENDERSON CT	No	
22 513011830326	MORAN DANIEL T & URSULA	8050 HENDERSON CT	ALPHARETTA GA 30004	8050 HENDERSON CT	No	
22 513011830383	SZCZESNY WIOLETTA	5100 FIRELIGHT LANE	ALPHARETTA GA 30022	8081 HENDERSON CT	No	
22 513011830391	MC GUIRE JOHN R & CARMELITA S	8071 HENDERSON CT	ALPHARETTA GA 30004-3872	8071 HENDERSON CT	No	
22 513011830409	WATANABE ARATA	8061 HENDERSON CT	ALPHARETTA GA 30004-3872	8061 HENDERSON CT	No	
22 513011830417	MERRITT DONALD G	8051 HENDERSON CT	ALPHARETTA GA 30004-3872	8051 HENDERSON CT	No	Returned 6/4/2021. Dropped letter in mailbox directly
22 513011830466	VINOGRADOVA VERA ET AL	4725 VILLAGE CT	ALPHARETTA GA 30004	4725 VILLAGE CT	No	
22 513011830474	CRAIG ERNEST D & L DALE	4735 VILLAGE CT	ALPHARETTA GA 30004-3860	4735 VILLAGE CT	No	
22 513011830482	FUTCH BRENDA HOOK	376 ACUBA VW	WOODSTOCK GA 30188	8001 HENDERSON CT	No	
22 513611830130	OXLEY STACEY R	8940 SOUTH SOMERSET LN	ALPHARETTA GA 30004	8940 SOUTH SOMERSET LN	No	
22 513811830302	ULMER YAN W	2165 BROOKRIDGE TER	ALPHARETTA GA 30004	2165 BROOKRIDGE TER	No	
22 513811830310	MALONE WILLIAM M	2155 BROOKRIDGE TER	ALPHARETTA GA 30004	2155 BROOKRIDGE TER	No	
22 513811830328	KATHRYN A HAMPTON REVOCABLE LIVING TRUST	2145 BROOKRIDGE TER	ALPHARETTA GA 30004	2145 BROOKRIDGE TER	No	
22 513811830336	HUGHES JASON T & ELIZABETH M	2135 BROOKRIDGE TER	ALPHARETTA GA 30004	2135 BROOKRIDGE TER	No	
22 513011830367	YARBOROUGH JOHANNA	8090 HENDERSON CT	ALPHARETTA GA 30004	8090 HENDERSON CT	No	

6/1/2021

Alistair & Angela Edwards
215 Jayne Ellen Way
Alpharetta, GA 30009

RE: Zoning Variance 91 John Christopher Dr. Case# V-21-19

Dear Property Owner:

Please allow this letter to serve as public notice for a Zoning Variance request at 91 John Christopher Drive to **Allow Placement of a Single Family Home at the front of the lot and bring the front setback of the lot from 50' to current zoning standards of 35'.**

The Community Zoning Information Meeting (CZIM) for this request will be held on **June 9th, 2021 at 6:00 p.m.** via Zoom. The link to the meeting is **[https:// zoom.us/j/ 98955453468](https://zoom.us/j/98955453468)**. This is an informal meeting to allow the public to view public hearing requests, ask questions, and provide feedback.

This item will be considered by the City Council on Monday, **July 26th 2021 at 6:30 PM.** The meeting(s) will be held in the Council Chambers at City Hall, 2 Park Plaza, Alpharetta, GA 30009.

If you have any questions regarding the request, please feel free to contact us at your convenience. We can be reached at al@edwardsfolk.com or 770-396-5464.

Sincerely,

Alistair & Angela Edwards

LAWHORNE RAYMOND JR & LAURIE
270 JAYNE ELLEN WAY
ALPHARETTA GA 30004

ROSS WAYNE
131 JOHN CHRISTOPHER DR
ALPHARETTA GA 30004

GARG POONAM GARG SANJAY
8041 HENDERSON CT
ALPHARETTA GA 30004

REICHENBERG GREG M & ANNE S
300 JAYNE ELLEN WAY
ALPHARETTA GA 30004

MALONEY JOHN F & MC RAE KATHLEEN C
TRUSTORS
257 COLONIAL HOMES DR NW
ATLANTA GA 30309

FEY KATHLEEN
8031 HENDERSON CT
ALPHARETTA GA 30004-3872

SWETELL ANDREA
310 JAYNE ELLEN WAY
ALPHARETTA GA 30004

WAGNER JEFFREY E AND RUTH E
280 JAYNE ELLEN WAY
ALPHARETTA GA 30004

DILLOW CAROLYN
8021 HENDERSON CT
ALPHARETTA GA 30004

BRENNAN TODD
105 JAYNE ELLEN CT
ALPHARETTA GA 30004-1310

HUGHES SUSAN
290 JAYNE ELLEN WAY
ALPHARETTA GA 30004

RICH RALPH G
4710 VILLAGE CT
ALPHARETTA GA 30004

GROCE DONALD H & BARBARA N
100 JOHN CHRISTOPHER DR
ALPHARETTA GA 30004

HAEFNER DANIEL E
335 JAYNE ALLEN WAY
ALPHARETTA GA 30009

MEANS BROTHERS INC
P.O. BOX 2458
ALPHARETTA GA 30023

DERRICO THOMAS G & DERRICO LAURA
110 JOHN CHRISTOPHER DR
ALPHARETTA GA 30009

MAGNUS FAMILY TRUST
2235 MAIN CHANCE DR
CUMMING GA 30041

WEBB CAROLE A
395 JAYNE ELLEN WAY
ALPHARETTA GA 30004-1303

IRWIN MICHAEL J
120 JOHN CHRISTOPHER CT
ALPHARETTA GA 30004

ALONSO WILLIAM
8060 HENDERSON CT
ALPHARETTA GA 30004

BAIN ELIZABETH
385 JAYNE ELLEN WAY
ALPHARETTA GA 30009

ROBERTS CATHY B
130 JOHN CHRISTOPHER DR
ALPHARETTA GA 30004

MALIKIC HURMETA & MALIKIC MURADIF
300 MOUNTAIN BROOK RD
CUMMING GA 30040

FOUTS EUGENE T
5775 HENDRIX RD
CUMMING GA 30040

DIGIOIA MARY
151 JOHN CHRISTOPHER DR
ALPHARETTA GA 30009

BLACKBURN WILLIAM A & LINDA
8080 HENDERSON CT
ALPHARETTA GA 30004

PETHEL MARGARET J
355 JAYNE ELLEN WAY
ALPHARETTA GA 30009

LEE CHRISTOPHER J & JENNIFER F
141 JOHN CHRISTOPHER DR
ALPHARETTA GA 30004

PETERSON ROBIN ANNE
8091 HENDERSON CT
ALPHARETTA GA 30004-3872

STANTON KEVIN R & ELIZABETH L
345 JAYNE ELLEN WAY
ALPHARETTA GA 30004

IFFLAND BEVERLY J
320 JAYNE ELLEN WAY
ALPHARETTA GA 30009-2316

JEANNIE ALLEN LIVING TRUST
101 JOHN CHRISTOPHER DR
ALPHARETTA GA 30009

MC GUIRE JOHN R & CARMELITA S
8071 HENDERSON CT
ALPHARETTA GA 30004-3872

MC CALEB JOSEPH H JR & JOLLIE K
330 JAYNE ELLEN WAY
ALPHARETTA GA 30004-1316

MC CALL MYRA E
2400 RIDGEWAY DR
DORAVILLE GA 30360

WATANABE ARATA
8061 HENDERSON CT
ALPHARETTA GA 30004-3872

PINSON SCOTT L
201 MAY APPLE LANE
ALPHARETTA GA 30005

ADAMS JEFF & TERRI
8019 CAMP WAHSEGA RD
DAHLONEGA GA 30533

MERRITT DONALD G
8051 HENDERSON CT
ALPHARETTA GA 30004-3872

CARR JASON S
350 JAYNE ELLEN WAY
ALPHARETTA GA 30004-1316

HUGHES SUSAN
290 JAYNE ELLEN WAY
ALPHARETTA GA 30009-2314

VINOGRADOVA VERA ET AL
4725 VILLAGE CT
ALPHARETTA GA 30004

WELLS KENNETH
135 JAYNE ELLEN CT
ALPHARETTA GA 30009

GULICK SUE M & HATTON JESSICA R
8010 HENDERSON CT
ALPHARETTA GA 30004

CRAIG ERNEST D & L DALE
4735 VILLAGE CT
ALPHARETTA GA 30004-3860

CASWELL THEODORE C & CAROLYN R
125 JAYNE ELLEN CT
ALPHARETTA GA 30009-2310

DUNLAP JOHN C & BETH B
8020 HENDERSON CT
ALPHARETTA GA 30004

FUTCH BRENDA HOOK
376 ACUBA VW
WOODSTOCK GA 30188

SMITH HERBERT E III
115 JAYNE ELLEN CT
ALPHARETTA GA 30009-2310

JOHNSON THOMAS & JOHNSON AMANDA
8030 HENDERSON CT
ALPHARETTA GA 30004

OXLEY STACEY R
8940 SOUTH SOMERSET LN
ALPHARETTA GA 30004

SYLVESTER TOM & SILVANIA
140 JOHN CHRISTOPHER DR
ALPHARETTA GA 30004

SALSMAN HAILEY E & LYERLY GARTH L
8040 HENDERSON CT
ALPHARETTA GA 30004

ULMER YAN W
2165 BROOKRIDGE TER
ALPHARETTA GA 30004

MARTIN WILMA J
150 JOHN CHRISTOPHER DR
ALPHARETTA GA 30009-2320

MORAN DANIEL T & URSULA
8050 HENDERSON CT
ALPHARETTA GA 30004

MALONE WILLIAM M
2155 BROOKRIDGE TER
ALPHARETTA GA 30004

FLOWERS MICHAEL T JR
6720 DOGWOOD RD
GAINESVILLE GA 30506

SZCZESNY WIOLETTA
5100 FIRELIGHT LANE
ALPHARETTA GA 30022

KATHRYN A HAMPTON REVOCABLE LIVING
TRUST
2145 BROOKRIDGE TER
ALPHARETTA GA 30004

HUGHES JASON T & ELIZABETH M
2135 BROOKRIDGE TER
ALPHARETTA GA 30004

YARBOROUGH JOHANNA
8090 HENDERSON CT
ALPHARETTA GA 30004

From: [Woodman, Michael](#)
To: [Arata *](#)
Cc: [Shapiro, Lauren](#)
Subject: RE: V-21-18 Edwards / 91 John Christopher Drive
Date: Wednesday, July 21, 2021 3:57:31 PM
Attachments: [image001.png](#)
[image002.png](#)

Arata,

Thank you for participating in the public hearing process. We will include your questions/comments with this file as it moves through the process.

Great to hear that you are involved with the Natural Resources Commission. David and Terry are great to work with. Thank you for your support and contributions to the City!

Best regards,

Michael A. Woodman, AICP
Senior Planner

City of Alpharetta
Community Development Department
2 Park Plaza
Alpharetta, Georgia 30009
[REDACTED]
www.alpharetta.ga.us



From: Arata * [REDACTED]
Sent: Wednesday, July 21, 2021 3:45 PM
To: Woodman, Michael [REDACTED]
Subject: Re: V-21-18 Edwards / 91 John Christopher Drive

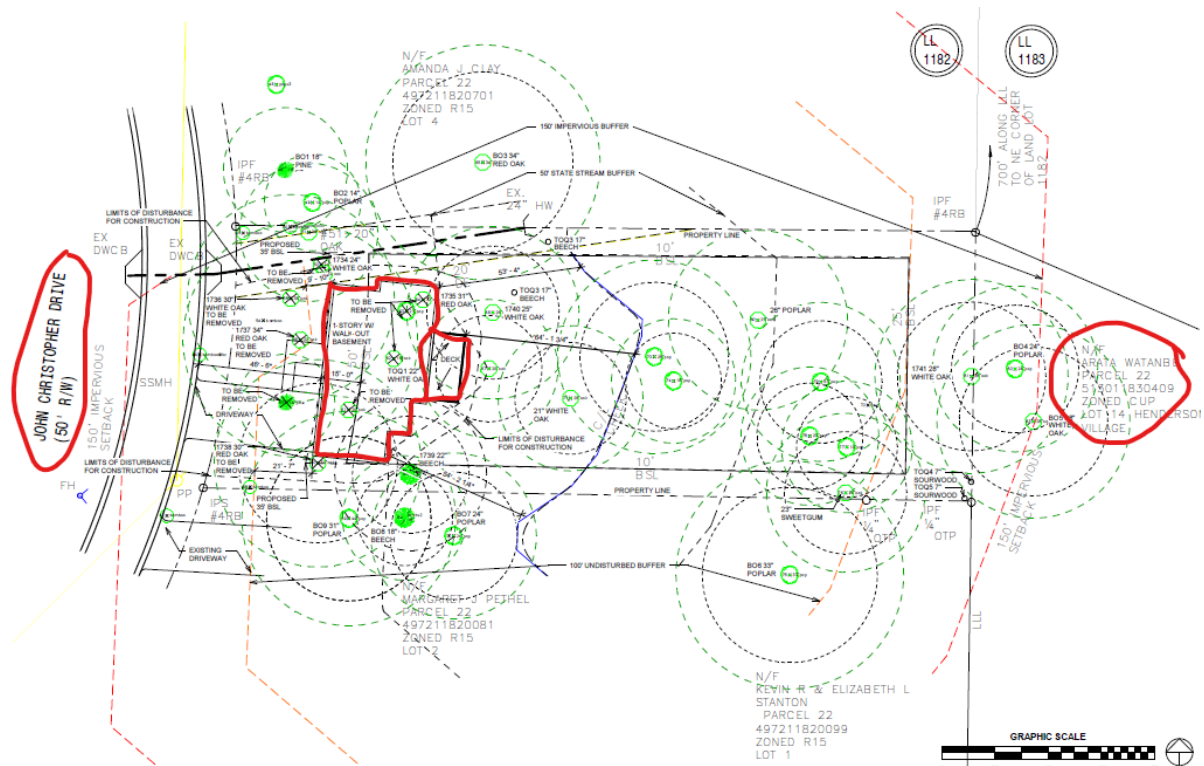
CAUTION: This email originated from outside the City. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you very much. I have no objection to the proposed plan. By the way, I am a supporter and volunteer for Alpharetta Natural Resources Commission. I "work" with David Shostak and Terry Porter. Thanks again.

On Wed, Jul 21, 2021 at 2:41 PM Woodman, Michael [REDACTED] wrote:

Arata,

The home is proposed to be built on the front half of the lot (furthest from your property) in order to have the least impact to the stream. As mitigation for the stream buffer encroachment, the applicant proposes to record a conservation easement on the rear half of the property that would protect that area from any future development. See exhibit below. I highlighted the new home footprint and circled your property and John Christopher Drive. I hope that answers your questions. Please let me know if I can be of further assistance.



Best regards,

Michael A. Woodman, AICP
Senior Planner

City of Alpharetta
Community Development Department
2 Park Plaza
Alpharetta, Georgia 30009
www.alpharetta.ga.us



From: Arata * [REDACTED]
Sent: Wednesday, July 21, 2021 2:34 PM
To: Woodman, Michael [REDACTED]
Subject: V-21-18 Edwards / 91 John Christopher Drive

CAUTION: This email originated from outside the City. Do not click links or open attachments unless you recognize the sender and know the content is safe.

My house shares the property line with the lot in question. I have one question. There is a stream (creek?) running through the vacant lot. My understanding is a house will be built between the stream and the street. If the house will be built between the stream and the rear property line, how close is the house to the rear property line?

Arata Watanabe, 8061 Henderson Court.

Roger + Diane Adams
205 Jayne Ellen Way

Alpharetta, GA 30009

RE: Case V-21-18 Edwards/91 – Letter of Support

To Whom It May Concern:

We are in support of the requested variance for 91 John Christopher Dr. A new home built at this address is a welcome addition to the neighborhood. We have met with the applicants on 6-30-21 and have discussed any concerns we may have.

Sincerely Yours,

Diane Adams
Roger Adams

ERIK KERN
375 JAYNE ELLEN WAY
ALPHARETTA, GA 30009

Alpharetta, GA 30009

RE: Case V-21-18 Edwards/91 – Letter of Support

To Whom It May Concern:

We are in support of the requested variance for 91 John Christopher Dr. A new home built at this address is a welcome addition to the neighborhood. We have met with the applicants on 6-28-2021 and have discussed any concerns we may have.

Sincerely Yours,

ERIK KERN

270 Jayne Ellen Way
ABED N. QURESHI

Alpharetta, GA 30009

RE: Case V-21-18 Edwards/91 – Letter of Support

To Whom It May Concern:

We are in support of the requested variance for 91 John Christopher Dr. A new home built at this address is a welcome addition to the neighborhood. We have met with the applicants on 6/2/21 and have discussed any concerns we may have.

Sincerely Yours,

Abd N. Qureshi

340 Jayne Ellen Way
Alpharetta, GA 30009

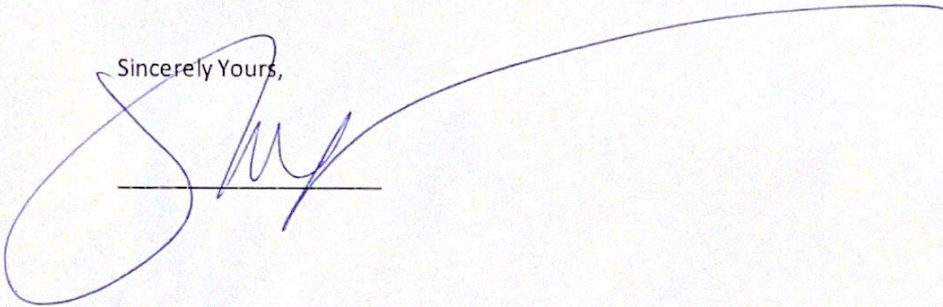
Alpharetta, GA 30009

RE: Case V-21-18 Edwards/91 – Letter of Support

To Whom It May Concern:

We are in support of the requested variance for 91 John Christopher Dr. A new home built at this address is a welcome addition to the neighborhood. We have met with the applicants on 7/1/2021 and have discussed any concerns we may have.

Sincerely Yours,

A large, stylized handwritten signature in blue ink, written over a horizontal line. The signature is cursive and appears to be the name of the person who signed the letter.

To: City of Alpharetta Mayor and Council; Alpharetta Community Development
From: Amanda Clay and Jonathan Hickel – 101 John Christopher Dr. Alpharetta, Ga. 30009
Date: July 8th, 2021
Re: V-21-19 91 John Christopher Drive

Mayor and Council; Members of the Alpharetta Community Development Department:

This letter is being written to express opposition to any variances being offered or granted for the construction of a residential home on the lot labeled as “91 John Christopher Dr.”

I have an interest in this variance request as I am the adjoining property owner; in fact, I grew up in the home located at 101 John Christopher Dr. Alpharetta, Ga. 30009. My family has lived in our home for decades, has made memories in it, and has cherished it. In fact, after taking over ownership of the home from my mother, my husband and I recently completed a lengthy remodel of our home; ensuring that it will stand the test of time for generations to come as well as continue to be ADA accessible for our family’s unique needs. Unique needs that would be too costly for us to recreate elsewhere.

As a long-standing homeowner, resident, and employee of the City of Alpharetta; I stand in opposition to the above variance being granted for several reasons which I have listed here:

- The city and state stream buffers exist for a reason, they are there to protect our treasured natural resources. As a resident who has just completed renovations to a home that borders a stream, I know its value and the monumental efforts that go into protecting it. Looking at the variance request and building diagrams as proposed in the variance request packet, the lot at 91 John Christopher Dr. appears to be wholly unsuited to residential construction in a manner that respects and protects the waterway that belongs to all city residents. How could the city go against its already established practices?
- The lot was never developed, even in 1972. This fact is telling in and of itself; as any developer would have done so had it been feasible. Over time the city, in its’ wisdom, widened its’ stream buffers to protect resources like the stream which has inadvertently left the lot at 91 John Christopher Dr. virtually undevelopable. However, this is not a negative outcome; it is my submission that this happy accident provides the City of Alpharetta with a unique opportunity that should be seized. The neighborhood in question is an older one that lacks many of the amenities that Alpharetta neighborhoods enjoy, such as sidewalks. Converting this unbuildable lot into a pocket park or community garden would be in keeping with the City of Alpharetta’s master park plan of having a greenspace within walking distance of most city residents while providing for common community space in an older neighborhood that has no amenities. This has also, unofficially, already been done in our neighborhood on a similarly undeveloped lot on Jayne Ellen Way; in this instance the lot was adopted by neighbors and developed into a small vegetable garden for all to enjoy. We all have the power to turn a negative into a positive.
- The applicants for this variance request already have what they state they desire; to live in our community. When denied, this variance request will have little impact upon the requestors as they already reside a mere few houses away from the lot this variance is for. The applicants will not lose anything from denial. My family and I on the other hand, will lose the very thing we value most- the serenity of our home. Our home is not unique in our neighborhood, one in which terrain forced our home to be situated on the rear of our lot. The variance as described, would place an ill-suited residential structure on the very front of the lot at 91 John Christopher Dr. – this would be extremely detrimental to not only my home, but to all of those on our street as a design such as this is not in keeping with the original design of the neighborhood. Because my home is at the rear of our lot, it would mean that for the rest of my time owning the property I would be forced to stare into the rear of the newly developed home anytime I tried to enjoy my own yard; there is a reason that homes are built in line with one another in neighborhoods and why the lot at 91 John

Christopher Dr. was originally platted with a home situated at the rear, in line with mine, it is to prevent this abnormality. My home has virtually no backyard, making my front yard my only source of refuge. Who among us would support an entirely new home being built virtually in their own front yard?

- My home is my refuge, my calm from the storms of life. My husband and I have selflessly served the city for decades in an often dangerous and difficult time. In the past two years we have poured our hearts and souls into our home so that when our jobs are difficult, when overwhelm and danger surround us, we know we have a home to return to where we are set back from the roadway and surrounded by calm and serenity. Having a place of this nature is a requirement for us in order to balance the nature of our work with the needs of our hearts. The calming view has also been a source of great joy for my mother, who after having a stroke is confined to a wheelchair. She spends many of her hours in our charming front yard, a view she loved and worked for long before even I did. As stated before, we have virtually no back yard, it is our front yard that we cherish. A front yard that was never platted for, never intended to be, and not suitable for the placement of a home. Instead, it is better suited to being the refuge we know it to be, and we know that the truth is that our community needs more common spaces like the lot at 91 John Christopher Dr. Our streams and open spaces need people to champion them, that is why we have stream buffers. Every available open space does not have to be granted variance for development, instead it can be saved as a gift for generations to come. The very applicants themselves openly acknowledge that they wish the rear of the lot were a "conservancy"; but only after they forever damage it by building upon it. We do not have to let that happen.

In the event that the Mayor and Council regrettably decide to approve the variance request for 91 John Christopher Dr. I would like to request the following stipulations be put in place:

- I would like for the applicants to be responsible for removing all trees on the lot at 91 John Christopher Dr. (standing or having already fallen) noted by the attached arborist's report as dangerous to my home located at 101 John Christopher Dr. The lot has been left uncared for since the 1970's and several trees from the lot have fallen through my home and onto my property over the years. I would also like for the city arborist to review the trees and note any that they think should be removed by the applicant.
- If the applicant's request is approved for building on the rear of the lot, I would like a privacy fence at least 6ft tall to be built by the applicant between our two homes running from the rear of their lot to the edge of the creek bank.
- If the applicant's request is approved for building in any form, I would like them to acknowledge that at no time will they or any of their construction supplies or equipment or employees be allowed to use our property as a walkway or pathway onto the property located at 91 John Christopher Dr.

Sincerely,

Amanda Clay and Jonathan Hickel

101 John Christopher Dr. Alpharetta, Ga. 30009





November 11th, 2020

Amanda Clay
101 John Christopher Drive
Alpharetta, GA 30009

Project:
Assess visual condition of trees on adjacent properties.

Dear Mrs. Clay,

On November the 5th, 2020 I visited 101 John Christopher Drive, Alpharetta, GA 30009 to visually assess the condition of the trees on the adjacent properties.

Assignment:

To visually assess the condition of the tree on the adjacent properties, to record finding and formulate into a report.

Process:

Initially I spoke and walked the left and rear boundary with Mr. Clay who then retired to the house. My inspection was completed on my own, I was not accompanied by any other person. My inspection process involved walking your property, taking photographs and notes. At no point did I enter any of the adjacent properties to gather data and my opinions are my own.

Equipment:

Field: I Phone 11, note pad and pencil
Office: Laptop

Limitations:

The assessment is limited as I did not have access to the adjacent properties, to sound or inspect the trees “up close” and the vast majority of the trees in question were covered in vines.

For ease of reading and future use the findings have been separated by the following locations, each starting on a new page:

0 John Christopher Drive
111 John Christopher Drive
4710 Village Court & 8051 Henderson Court
Strip between 101 & 111 John Christopher Drive



R/

L. Ball

Lukas Ball
President
Atlanta Tree Preservation, LLC
HND Arboriculture
ISA SO-4386A
ASCA Member
GAA Member id. 55232147
Pesticide License 13412





Property ID: 22 497211820719
0 John Christopher Drive
Right of 101 John Christopher Drive
Alpharetta, GA, 30009

The above property in an undeveloped and unmaintained lot.

There is physical evidence of tree failure toward 101 John Christopher Drive. The trees to the right of Mrs. Clays home are covered in ivy and have the house as the target.

Ivy is present as a ground cover and climbing the trees, in some cases into the canopy. Ivy can be detrimental to tree health and vitality as it adds weight to tree, can smother the crown limiting or preventing photosynthesis occurring. In addition, it can hide defects such as, root decaying fungi, cracks, uprooting, borer activity and decaying wood.



Fallen tree.



Trees to right side of Mrs. Clays home.



Another fallen tree



Note ivy and canopy weight towards Clay residence.



Note: ivy covering trees, unmaintained lot, spar with no top.



Property ID: 22497211820693
111 John Christopher Drive
Left of 101 John Christopher Drive
Alpharetta, GA, 30009

The above lot contains a home and is generally maintained. The rear right of the property is higher in elevation, the trees are covered in ivy, some of the tree on the canopy edge have asymmetric canopies toward the Clay residence.



Major asymmetry of canopy, targets of both drive and powerlines to both homes



Same tree as previous photograph and a leaning tree toward Clay residence.



Same trees with ivy and lean toward Clay residence.



Unmaintained area, with Ivy covering trunk and growing into canopy.
Back right, outside fence of 111 John Christopher Drive.



Property ID: 22 513011830458

4710 Village Court

Property ID: 22 513011830417

8051 Henderson Court

Right of 101 John Christopher Drive

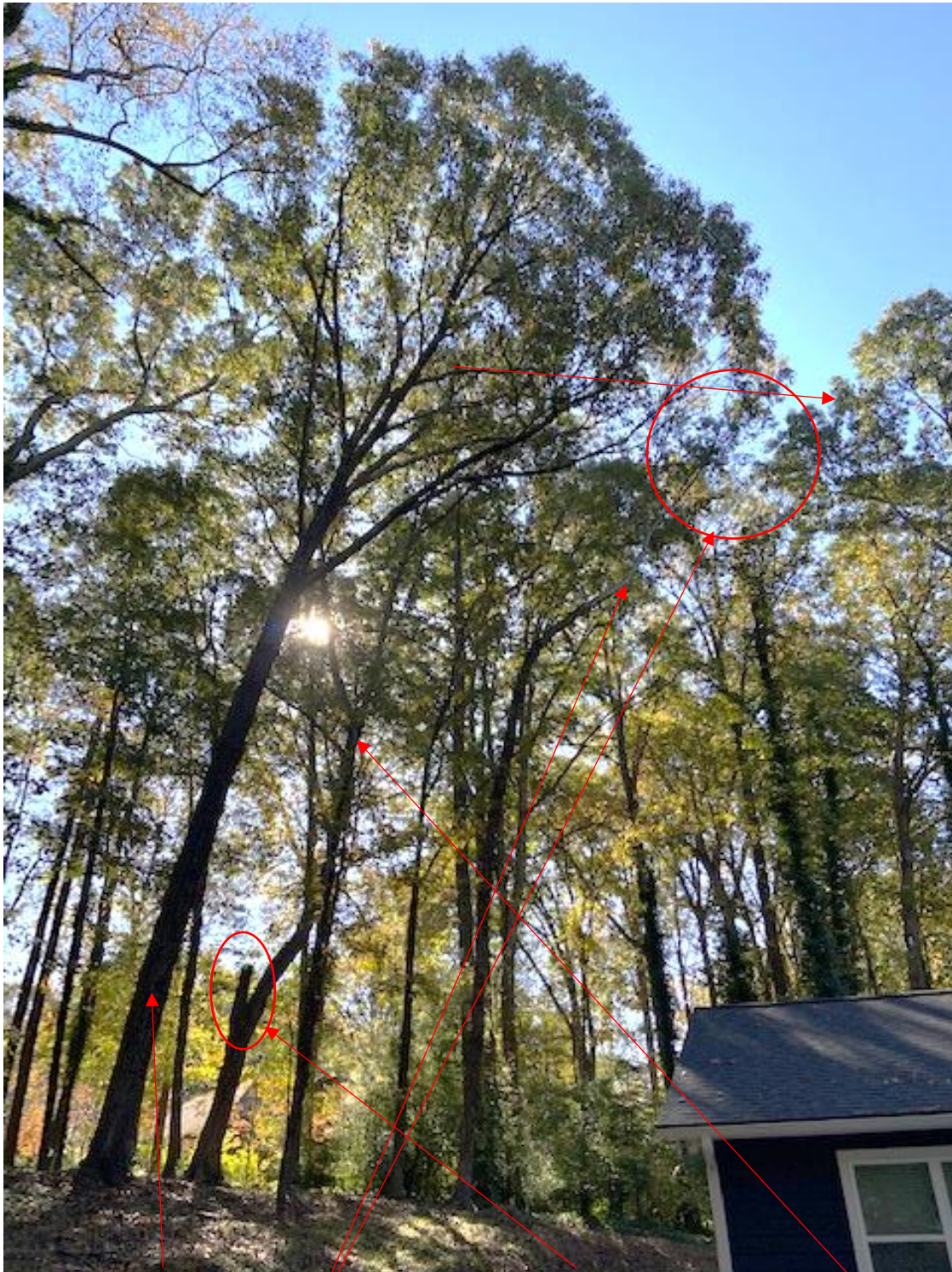
Alpharetta, GA, 30009

The above two properties are at the rear of the Clay residence, they sit higher in elevation and the trees lean or dog leg toward the Clay home.

AS evident some of the trees are covered in ivy, several have excessive leans or have failed.



Leaning or failed trees. Previous failure.



Lean, asymmetric canopy, weight to Clay Residence. Previous failure, remaining portion dog legs toward Clay residence. Poop trunk taper, dogleg and canopy toward Clay residence.



Higher elevation of trees at the rear of the Clay residence.



Major asymmetry and dog leg, target Clay residence.

Strip between 101 & 111 John Christopher Drive

The median strip between the two drive is generally maintained, it contains several trees and spars. The targets consist of the power lines to the two properties, vehicles and the driveway itself.



Power lines. Two Spars.



This tree has a large wound with decaying wood and flaking bark from the root crown to approximately 5ft above soil grade. It leans and is weighted toward the powerline and 111 Christopher Drive.



This tree has an excessive lean toward the driveway of the Clay residence.

From: [Woodman, Michael](#)
To: [Clay, Amanda](#)
Cc: [Graham, James](#)
Subject: RE: Tree from 2018
Date: Monday, July 12, 2021 8:46:24 AM

Received. We will add these photos to the variance file.

From: Clay, Amanda [REDACTED]
Sent: Monday, July 12, 2021 8:12 AM
To: Woodman, Michael [REDACTED]
Subject: Tree from 2018

Mr. Woodman,

I do not know if you need these pictures or not, but they are of the tree(s) that fell through our home in 2018 from the lot at 91 John Christopher Dr.

As you can see, the trees that fell appear very similar to the trees that we are asking be removed.

Thank you again,
Amanda Clay











From: [REDACTED]
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: Opposition to V-21-19 91 John Christopher Drive
Date: Thursday, July 15, 2021 8:32:07 AM
Attachments: [image001.png](#)

Good morning.

Thank you for your comments and participating in the City's public hearing process. We will be sure to include your comments with this file as it moves through the process.

Best regards,

Michael A. Woodman, AICP
Senior Planner

City of Alpharetta
Community Development Department
2 Park Plaza
Alpharetta, Georgia 30009
(678) 297-6072
www.alpharetta.ga.us



From: [REDACTED]
Sent: Thursday, July 15, 2021 7:31 AM
To: Woodman, Michael [REDACTED]
Subject: Opposition to V-21-19 91 John Christopher Drive

CAUTION: This email originated from outside the City. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mayor and Council; Members of the Alpharetta Community Development Department,

I am writing today to support the Opposition to any variances being offered or granted for the construction of a residential home on the lot labeled as "91 John Christopher Dr."

V-21-19 91 John Christopher Drive

The property is located at 91 John Christopher Drive and is legally described as being located in Land Lots 1182 and 1183, 2nd District, 2nd Section, Fulton County, Georgia.

Consideration of variances to the reduce the front building setback from 50' to 35' and to reduce the stream buffer on the west side of the stream from 75' to 50' to allow for the construction of a single-family detached home.

Alpharetta has way too much building and encroachment into properties such as this that appear unnecessary and are disruptive the the landscape. All this building seems to lend purpose to the here and now and not the future potential problems it may contribute too. I live in the Arbors and have bene there since 1998 and we deal with Builder issues from when the are was originally established on the late 80's, such as drainage, waste etc...

Just because we can build does not mean we should. I have a stream behind my house and many trees I cannot access, if needed to remove unless I have an expensive crane as you cant get back there. My fence could not cross the stream to protect it yet we can build on every inch of ground?

I walk all around this great City and this area in question is older Alpharetta that should be preserved as it is. We need more greenspace not less to preserve the ecosystem

Sincerely,

Linda Breads

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION V-21-18

FOR OFFICE USE ONLY

PHA210025

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: Alistair & Angela Edwards Telephone: 770-396-5464

Address: 215 Jayne Ellen Way Suite: _____

City: Alpharetta State: GA Zip: 30009 Fax: _____

Mobile Tel: 404-932-9899 Email: angela@e-co-living.com

Subject Property Information:

Address: 91 John Christopher Dr Current Zoning: R15

District: 2 Section: 2 Land Lot: 1182 Parcel ID: 22 497211820719

Proposed Zoning: R15 Current Use: Not developed

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?

Construction of a single family dwelling in keeping with current neighborhood

Applicant's Request (Please itemize the proposal):

Placement of structure on a platted lot in an established subdivision:

Front setback variance from fifty (50) feet to thirty five (35) feet per current zoning standard

Variance for the placement of building within the one hundred fifty (150) foot impervious setback at the front of the property

Variance for the placement of building within the one hundred (100) foot undisturbed buffer at the front of the property

Placement of building within the seventy five (75) foot city stream buffer

Removal of 5 specimen trees at the front of the property

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

This proposal would facilitate the construction of a 3650 sq/ft single family home without the need to build a driveway/bridge across the stream as well as disturb the wooded view the residents on Jayne Ellen Way that border this property have enjoyed for forty (40) plus years. John Christopher Dr. has homes with the front setback variance we are requesting for the same reasons we are requesting this variance. A home in the rear of this property will have a significant impact on the stream and tree canopy as a result of the construction process and ongoing maintenance of the property. Building a three hundred (300) foot driveway is not economically or environmentally feasible for homes of this type in this neighborhood. Mitigation steps would include but not be limited to:

Creation of a conservation easement on the property on the eastern side of the stream

Removing the invasive Bamboo planted by a neighbor

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: MYRA McCall Telephone: 678-760-6459
Address: 2400 Ridgeway DR Suite: _____
City: DRAPERVILLE State: GA Zip: 30360

Authorization:

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

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

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

Identify Authorized Applicant:

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

So Sworn and Attested:

Owner Signature: Myra McCall Date: 3/18/2021

Notary:

Notary Signature: [Signature] Date: 3/19/21

JACOB BRANUM
Notary Public - State of Georgia
Forsyth County
My Commission Expires Aug 5, 2024

DISCLOSURE FORM

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

Name of Applicant or Opponent: **Alistair & Angela Edwards**

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: **No contribution made** Value: **0**

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: **5/01/2021**

GEORGIA, FULTON COUNTY
FILED AND RECORDED

1995 SEP 27 AM 8:30

85228655

RETURN RECORDED DEED TO:

SMITH, RONICK & CORBIN
750 Hammond Drive, Building Eleven
Atlanta, GA 30328

JUANITA HICKS
CLERK, SUPERIOR COURT

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF FULTON

Fulton County, Georgia
Real Estate Transfer Tax
Paid \$ 8.00
Date 9-27-95
JUANITA HICKS
Clerk, Superior Court
By: [Signature]
Deputy Clerk

This Indenture made this 19th day of September, in the year One Thousand Nine Hundred Ninety-Five, between SHARON ANN MCCULLOCH, of the County of FULTON, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and MYRA E. MCCALL, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee.

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 1182 OF THE 2ND DISTRICT, 2ND SECTION, FULTON COUNTY, GEORGIA, BEING LOT 3, BLOCK F, UNIT FOUR, COLDRIDGE FOREST SUBDIVISION, AS PER PLAT RECORDED IN PLAT BOOK 102, PAGE 33, IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF FULTON COUNTY, GEORGIA, WHICH RECORDED PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF THIS DESCRIPTION.

This Deed is given subject to all zoning ordinances, easements and restrictions of record, if any.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

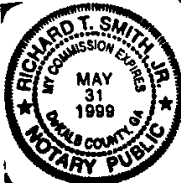
IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

Witness [Signature]

[Signature] (Seal)
SHARON ANN MCCULLOCH

[Signature]
Notary Public



BOOK 20094 PAGE 217

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

The home built will be a like size and style as homes in the neighborhood (Mid Century Modern). From the street you will see a one-story home. From the rear there will be a walk-out basement. As far as site placement it will be in keeping with homes in the neighborhood as well. The front yard will be landscaped and have an area of grass. The back yard will be left natural.

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

This neighborhood is already in a transition phase. Our project will enhance the value of homes in the neighborhood.

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

No. The original zoning placed the front setback at fifty (50) feet. This would not leave enough room to build a home at the front of the property due to the stream. The GIS Map shows this lot zoned as R-15 which has a 35' front setback.

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

There would be a population increase of 2 adults and 2 cars with an average of 2 trips per day.

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

No impact to schools as we do not have kids. Utilities would not be impacted as the original planning for this neighborhood included this lot.

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

There is no change as this neighborhood is accounted for in prior zoning and planning from 1973.

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

Other than the stream, no.

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

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 stream and its buffer zones make this lot economically/environmentally unfeasable to place a home at the rear of the lot. Based on the topography of the lot, in order to avoid massive backfill a winding driveway would have to be installed which would impact the stream buffer zones, the stream itself, and require removal of nearly all of the specimen trees on the lot.

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

Yes. As explained previously the economics and environmental impact of installing a driveway crossing the stream due to the placement of the home at the rear of the lot are a non starter no matter what the economic conditions of the real estate market are. This is the primary reason this lot has not been built upon since 1973.

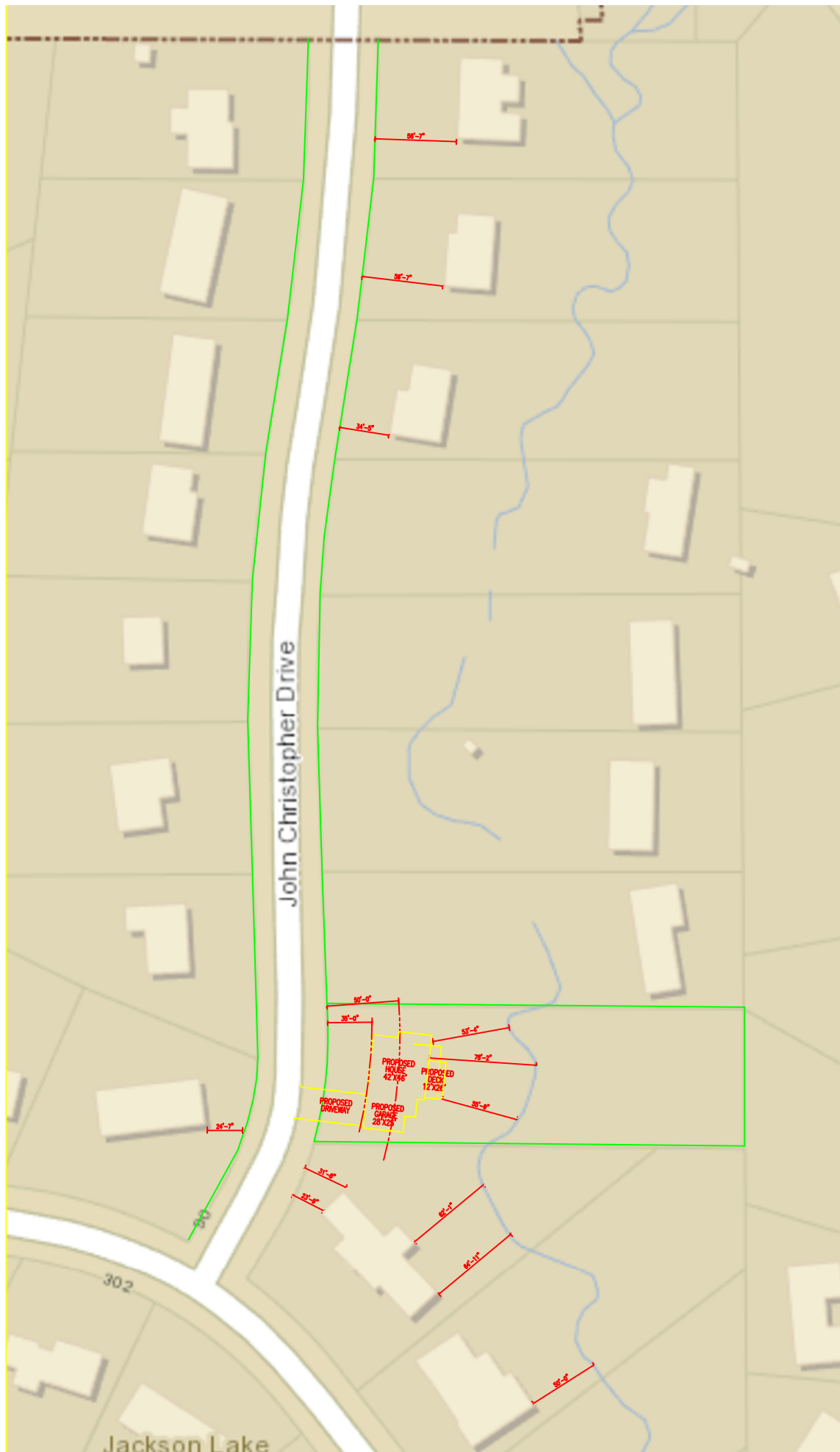
Are there conditions that are peculiar to the subject property? Please describe them in detail.

The existence of the stream and its buffers in the middle of the property are the unique conditions of this property. The topography at the front of the lot creates a natural placement for a basement as the topography drops six to seven feet sixteen feet off the curb then has a gentle slope the bank of the creek. There is a significant drop in elevation down to the creek bed. The topography supports keeping a number of specimen trees and smaller trees in the fifty-foot stream buffer. However, if one were to build on the rear of the lot, the significant elevation change at the stream would be very challenging to design a bridge to cross the stream.

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 would preserve the wooded view that the residents of Jayne Ellen Way that border this property have enjoyed for generations. It would also minimize the impact on the stream and the tree canopy.

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



CITIZEN PARTICIPATION FORM - PART A

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

Public Hearing or Project Name: 91 John Christopher Variance

Contact Name: Alistair Edwards Telephone: 770-396-5464

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.

Amanda Clay 101 John Christoper Dr. Alpharetta, GA 30009

Kevin & Elizabeth Stanton 345 Jayne Ellen Way ALpharetta, GA 30009

Margaret Pethel 355 Jayne Ellen Way Alpharetta, GA 30009

Arata Watanabe 8061 Henderson Ct. Alphretta, GA 30004

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

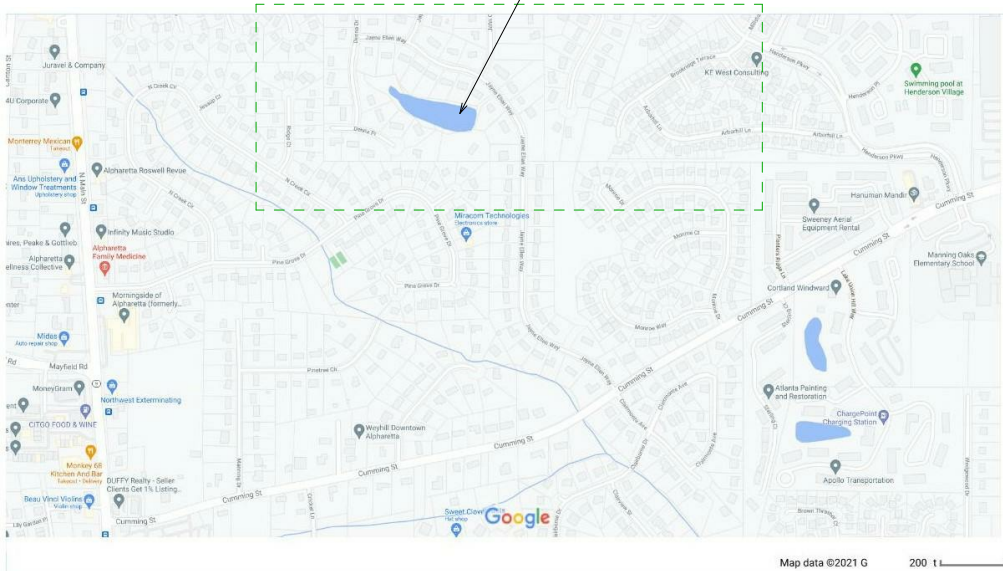
☐

Other *(Please Specify)*

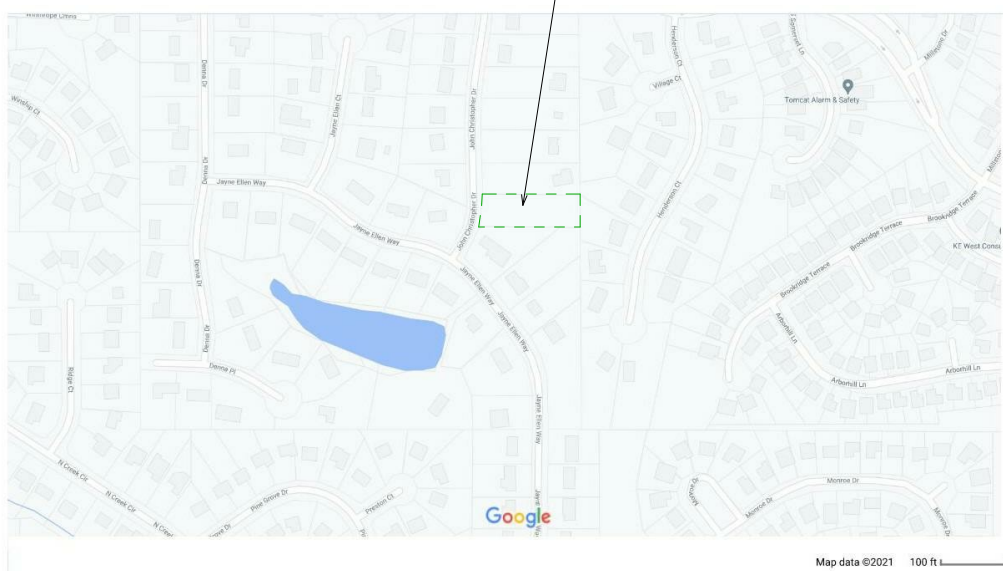
Please describe the method(s) by which these individuals will have the opportunity to respond or contact the applicant with questions or concerns about the proposal.

Via phone/email/USPS

VICINITY MAP



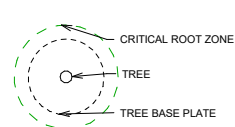
LOCATION MAP



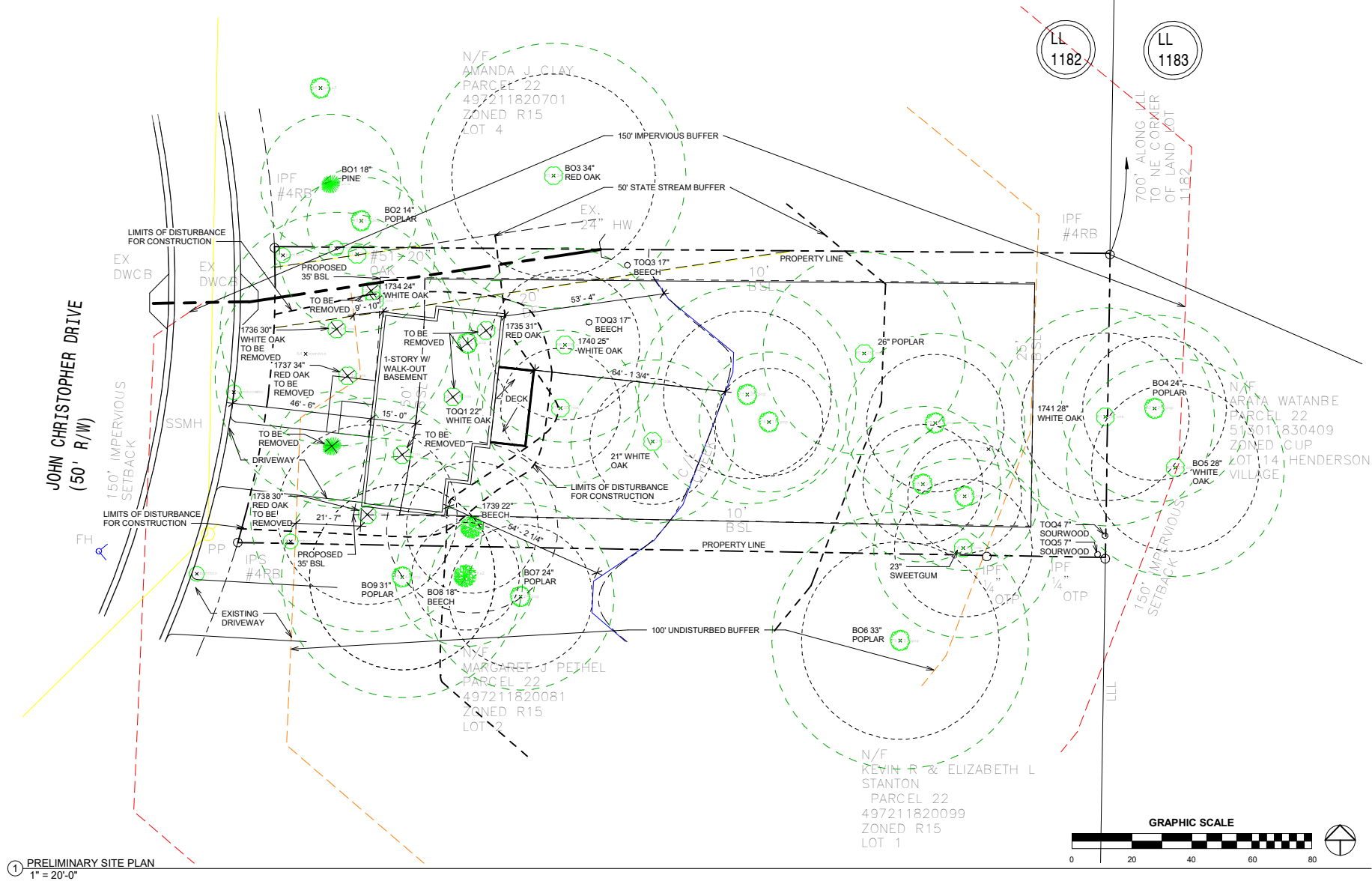
SITE NOTES

1. SITE PLAN BASED ON SURVEY DATED 07-29-2019 DONE BY RICHARD WEBB & ASSOCIATES.
2. TREE SURVEY DONE BY RICHARD WEBB & ASSOCIATES JOB NO. 21107.
3. TREE TAG NUMBERS ARE BASED ON ARBORIST REPORT PROJECT 21038 DATED 4-26-2021.
4. CRITICAL ROOT ZONE BASED AND BASE PLATE ON DIAMETER IN ARBORIST REPORT.

SITE LEGEND



SITE AREAS	
DESCRIPTION	AREA IN SQUARE FEET
IMPERVIOUS AREA TOTAL	4,193 SF
IMPERVIOUS AREA IN 100' SETBACK	2,282 SF
IMPERVIOUS AREA IN 100' UNDISTURBED BUFFER	3,985 SF
DISTURBANCE AREA DURING CONSTRUCTION	8,692 SF
TOTAL PARCEL AREA	26,160.875 SF



91 John Christopher Drive

SITE PLAN

A100
sheet no.

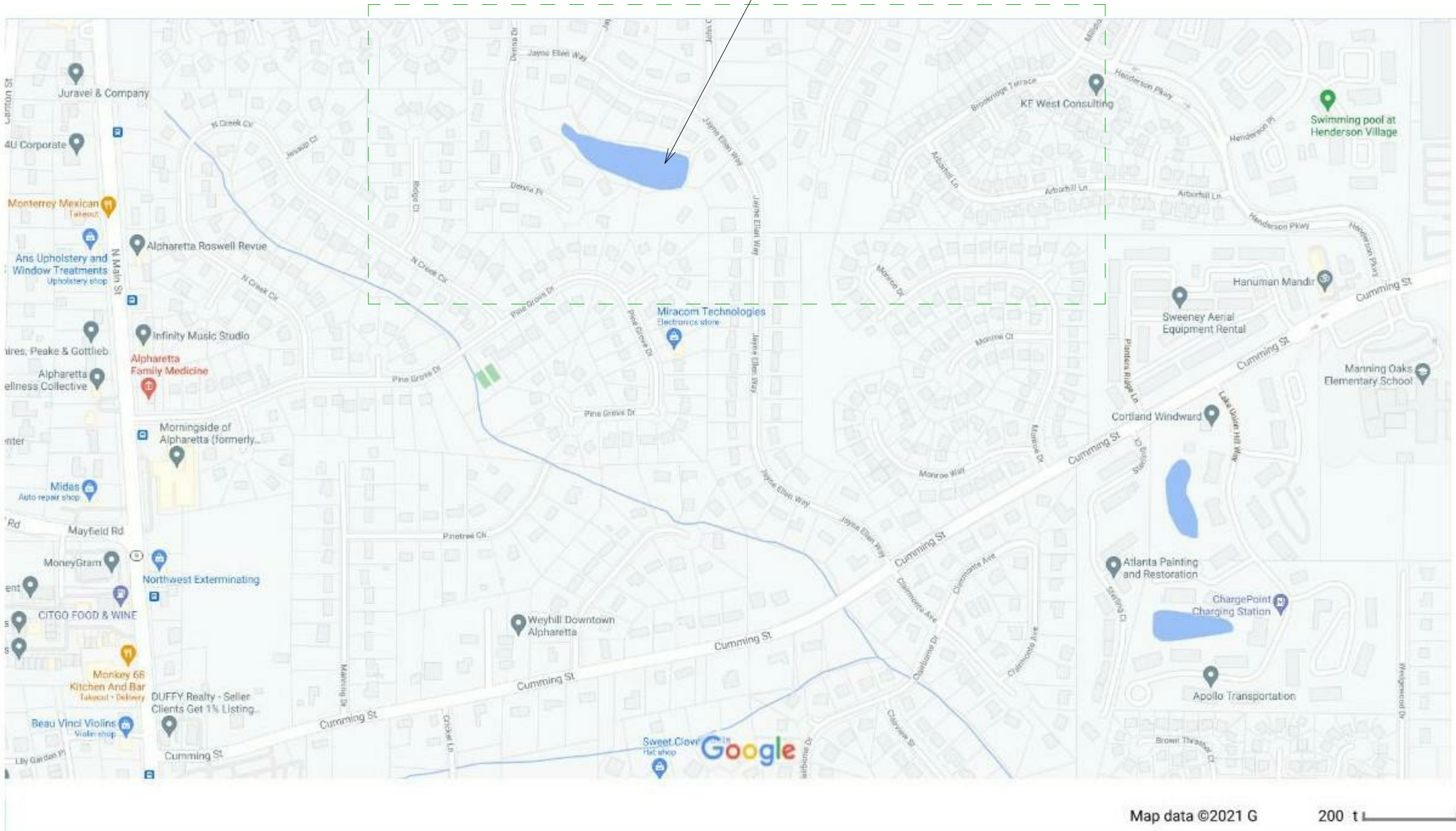
PROJECT ADDRESS 91 John Christopher Drive, Alpharetta, GA 30009
ISSUE DATE June 5, 2021
PROJECT STATUS Preliminary Design



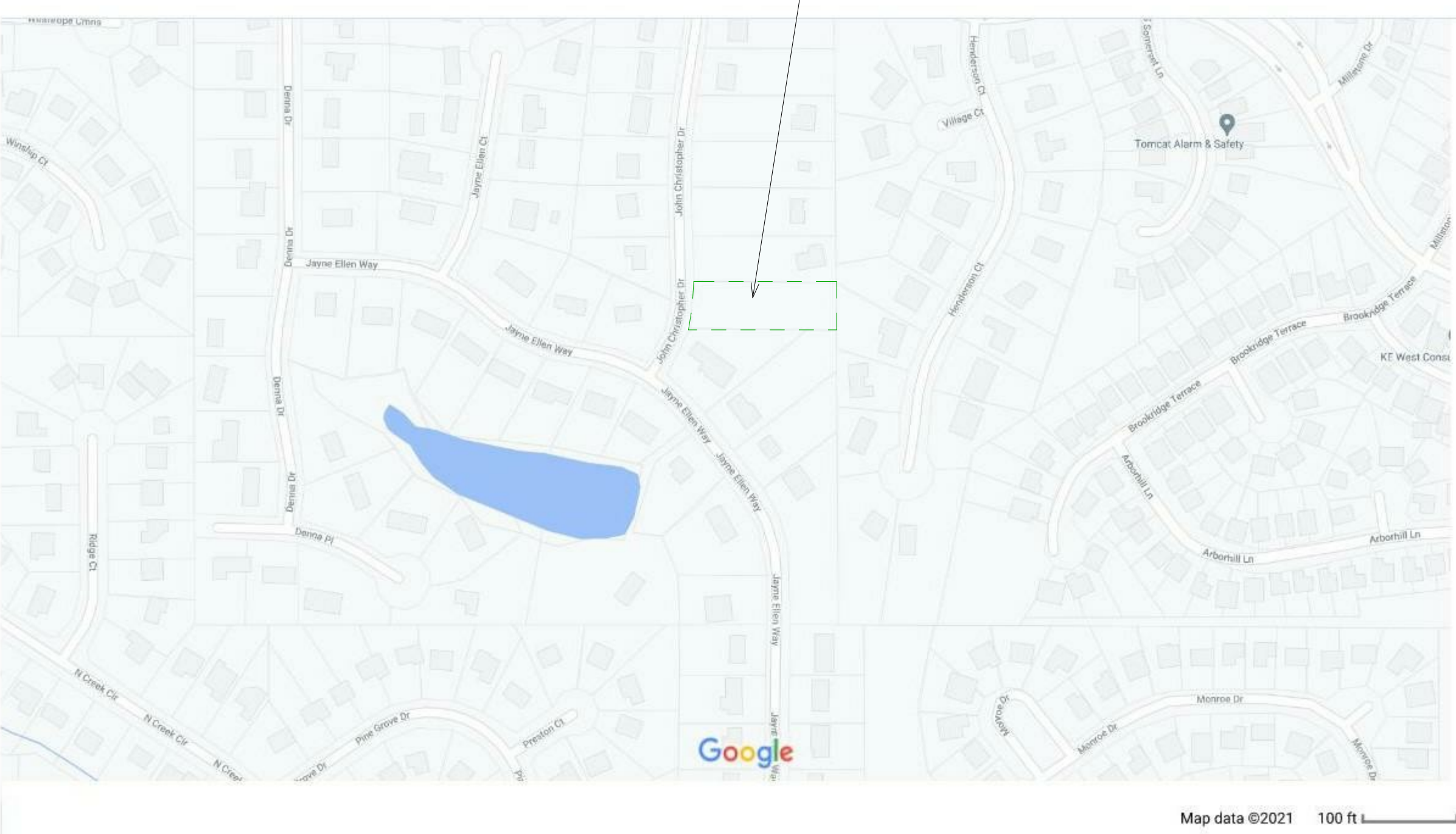
ECO LIVING, LLC
4920 Atlanta Highway, #119
Alpharetta, GA 30004
(404) 532-0880



VICINITY MAP



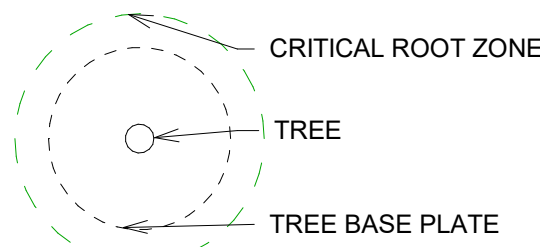
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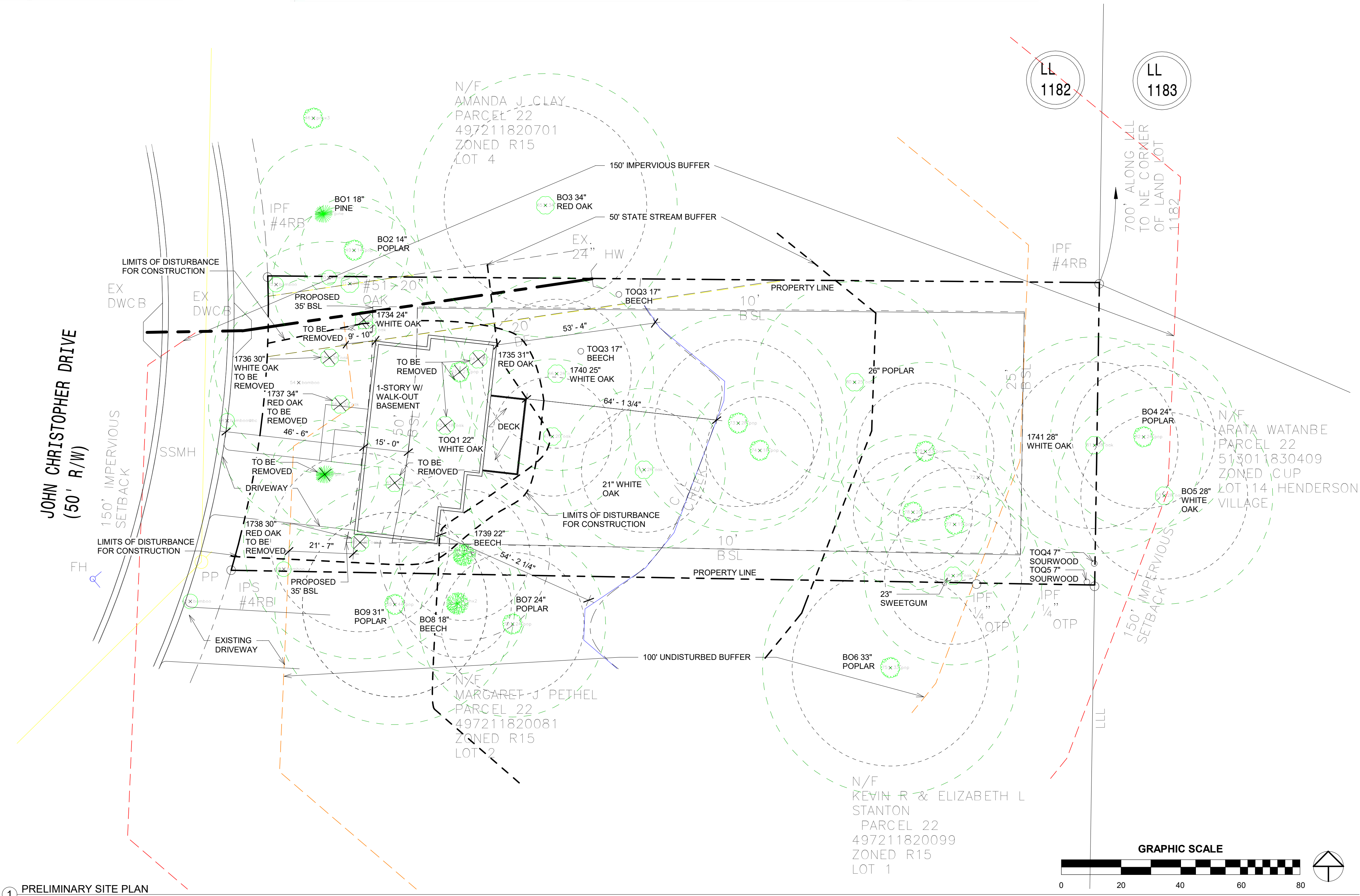
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SITE LEGEND



DESCRIPTION	AREA IN SQUARE FEET
IMPERVIOUS AREA TOTAL	4,153 SF
IMPERVIOUS AREA IN 15' SETBACK	2,263 SF
IMPERVIOUS AREA IN 100' UNDISTURBED BUFFER	3,563 SF
DISTURBANCE AREA DURING CONSTRUCTION	6,932 SF
TOTAL PARCEL AREA	28,160,879 SF



91 John Christopher Drive

SITE PLAN

A100
sheet no.

PROJECT ADDRESS 91 John Christopher Drive, Alpharetta, GA 30009
ISSUE DATE June 5, 2021
PROJECT STATUS Preliminary Design



ECO LIVING, LLC
4920 ALBERTA HWY. SUITE 119
ALPHARETTA, GA 30004
(404) 932-9899



CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY

PHA210025

Case #:

V-21-18

PC

☐ Fee Paid

Initial: _____

COMMUNITY DEVELOPMENT DEPARTMENT

2 PARK PLAZA

ALPHARETTA, GA 30009

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2. It is preferred that all responses be typed. Illegible applications will not be accepted.
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Contact Name: Alistair & Angela Edwards

Telephone: 770-396-5464

Address: 215 Jayne Ellen Way

Suite: _____

City: Alpharetta

State: GA

Zip: 30009

Fax: _____

Mobile Tel: 404-932-9899

Email: angela@e-co-living.com

Subject Property Information:

Address: 91 John Christopher Dr

Current Zoning: R15

District: 2

Section: 2

Land Lot: 1182

Parcel ID: 22 497211820719

Proposed Zoning: R15

Current Use: Not developed

This Application For (Check All That Apply):

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☐ 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?

Construction of a single family dwelling in keeping with current neighborhood

Applicant's Request (Please itemize the proposal):

Placement of structure:

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Placement of building within the seventy five (75) foot stream buffer

Removal of 5 specimen trees at the front of the property

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

Identify Authorized Applicant:

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

So Sworn and Attested:

Owner Signature: Myra McCall Date: 3/18/2021

Notary:

Notary Signature: [Signature] Date: 3/19/21

JACOB BRANUM
Notary Public - State of Georgia
Forsyth County
My Commission Expires Aug 5, 2024

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Name of Applicant or Opponent: **Alistair & Angela Edwards**

Subject Public Hearing Case: _____

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

Description of Contribution: **No contribution made** Value: **0**

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

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Signature: _____

Date: **5/01/2021**

GEORGIA, FULTON COUNTY
FILED AND RECORDED

1995 SEP 27 AM 8:30

85228655

RETURN RECORDED DEED TO:

SMITH, RONICK & CORBIN
750 Hammond Drive, Building Eleven
Atlanta, GA 30328

JUANITA HICKS
CLERK, SUPERIOR COURT

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF FULTON

Fulton County, Georgia
Real Estate Transfer Tax
Paid \$ 8.00
Date 9-27-95
JUANITA HICKS
Clerk, Superior Court
By: JMS
Deputy Clerk

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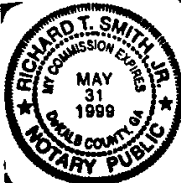
IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

Witness [Signature]

[Signature] (Seal)
SHARON ANN MCCULLOCH

[Signature]
Notary Public



BOOK 20094 PAGE 217

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

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This neighborhood is already in a transition phase. Our project will enhance the value of homes in the neighborhood.

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

No. The original zoning placed the front setback at fifty (50) feet. This would not leave enough room to build a home at the front of the property due to the stream. The GIS Map shows this lot zoned as R-15 which has a 35' front setback.

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

There would be a population increase of 2 adults and 2 cars with an average of 2 trips per day.

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

No impact to schools as we do not have kids. Utilities would not be impacted as the original planning for this neighborhood included this lot.

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

There is no change as this neighborhood is accounted for in prior zoning and planning from 1973.

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

Other than the stream, no.

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

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 stream and its buffer zones make this lot economically/environmentally unfeasable to place a home at the rear of the lot. Based on the topography of the lot, in order to avoid massive backfill a winding driveway would have to be installed which would impact the stream buffer zones, the stream itself, and require removal of nearly all of the specimen trees on the lot.

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

Yes. As explained previously the economics and environmental impact of installing a driveway crossing the stream due to the placement of the home at the rear of the lot are a non starter no matter what the economic conditions of the real estate market are. This is the primary reason this lot has not been built upon since 1973.

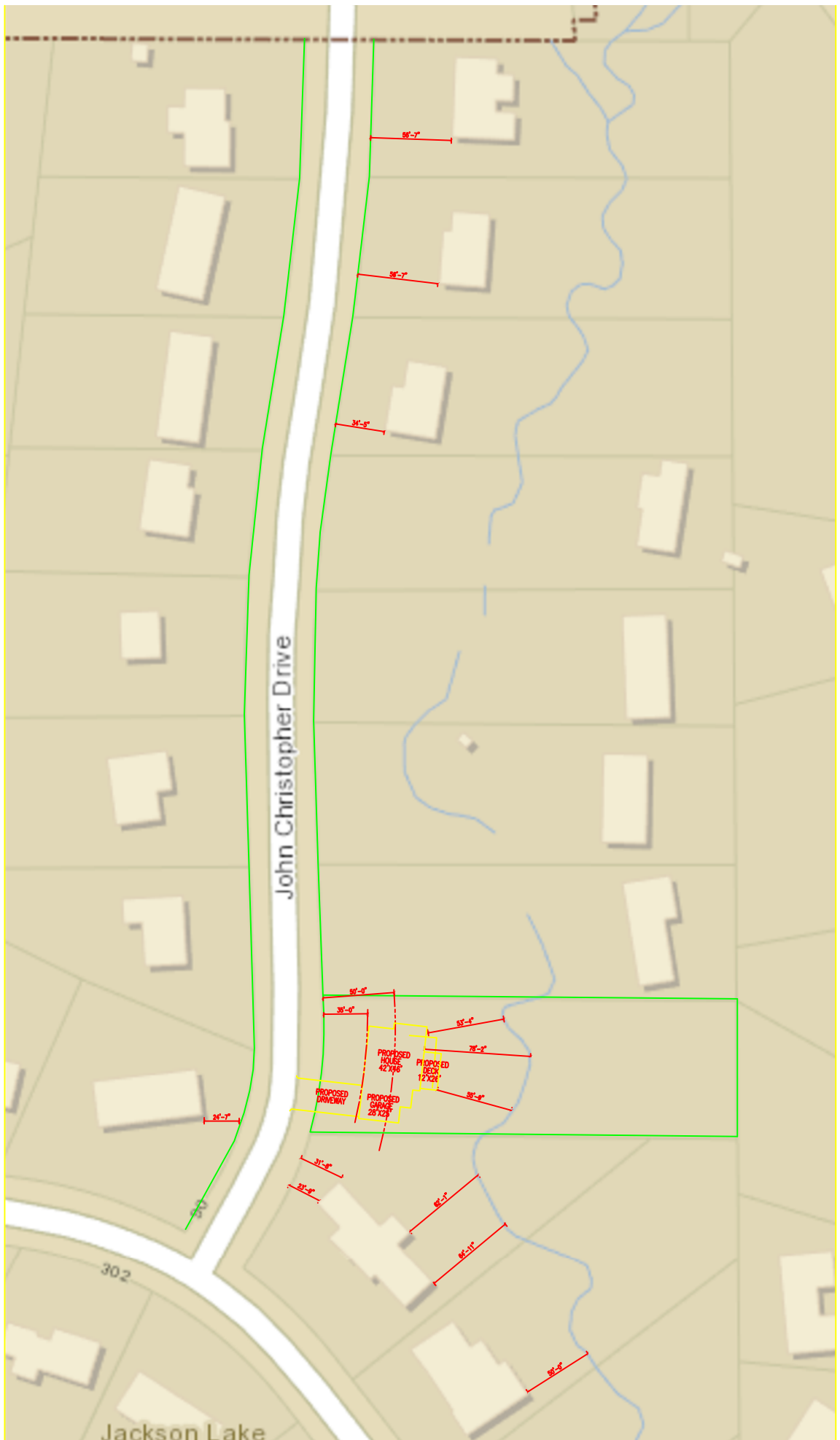
Are there conditions that are peculiar to the subject property? Please describe them in detail.

The existence of the stream and its buffers in the middle of the property are the unique conditions of this property. The topography at the front of the lot creates a natural placement for a basement as the topography drops six to seven feet sixteen feet off the curb then has a gentle slope the bank of the creek. There is a significant drop in elevation down to the creek bed. The topography supports keeping a number of specimen trees and smaller trees in the fifty-foot stream buffer. However, if one were to build on the rear of the lot, the significant elevation change at the stream would be very challenging to design a bridge to cross the stream.

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 would preserve the wooded view that the residents of Jayne Ellen Way that border this property have enjoyed for generations. It would also minimize the impact on the stream and the tree canopy.

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



CITIZEN PARTICIPATION FORM - PART A

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

Public Hearing or Project Name: 91 John Christopher Variance

Contact Name: Alistair Edwards Telephone: 770-396-5464

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.

Amanda Clay 101 John Christoper Dr. Alpharetta, GA 30009

Kevin & Elizabeth Stanton 345 Jayne Ellen Way ALpharetta, GA 30009

Margaret Pethel 355 Jayne Ellen Way Alpharetta, GA 30009

Arata Watanabe 8061 Henderson Ct. Alphretta, GA 30004

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.

Via phone/email/USPS

ZONED R15

THIS SURVEY AND ITS FINDINGS DOES NOT CONSTITUTE A TITLE SEARCH OR TITLE OPINION BY RICHARD WEBB & ASSOCIATES AS LAND SURVEYORS. ALL DATA USED FOR THE LOCATION OF PROPERTY LINES, EASEMENTS, ADJOINING OWNERS, ETC. WAS GAINED FROM PUBLIC RECORDS. OF TITLE OR TITLE COMMITMENT. NO RESULTS OF TITLE SEARCHES WERE PROVIDED TO THE SURVEYOR. UNLESS OTHERWISE NOTED, OTHER DOCUMENTS OR SITUATIONS MAY EXIST THAT WOULD AFFECT THIS PROPERTY. AS WITH ANY LAND TRANSACTION, A TITLE SEARCH AND CERTIFICATE IS RECOMMENDED IN CONJUNCTION WITH THIS SURVEY, OR YOU MUST CONSULT A COMPETENT TITLE ATTORNEY.

THIS PROPERTY IS NOT LOCATED WITHIN THE 100-YEAR FLOOD
HAZARD AREA AS PER FLOOD INSURANCE RATE MAP NO.
13121C0058F. DATED 09/18/2013.

Curve	Radius	Length	Chord	Chord Bear.
C1	310.19'	99.53'	99.10'	N 07°05'14" E

Tree Legend

- Specimen Tree
- Good Condition
- Fair Condition
- Poor Condition
- Boundary Tree
- Tree of Quality
- Misabeled Tree

Tree Inventory performed on 4/26/2021
by Canopy Consultants Certified Arborist
Alex Phillips MA-4868A

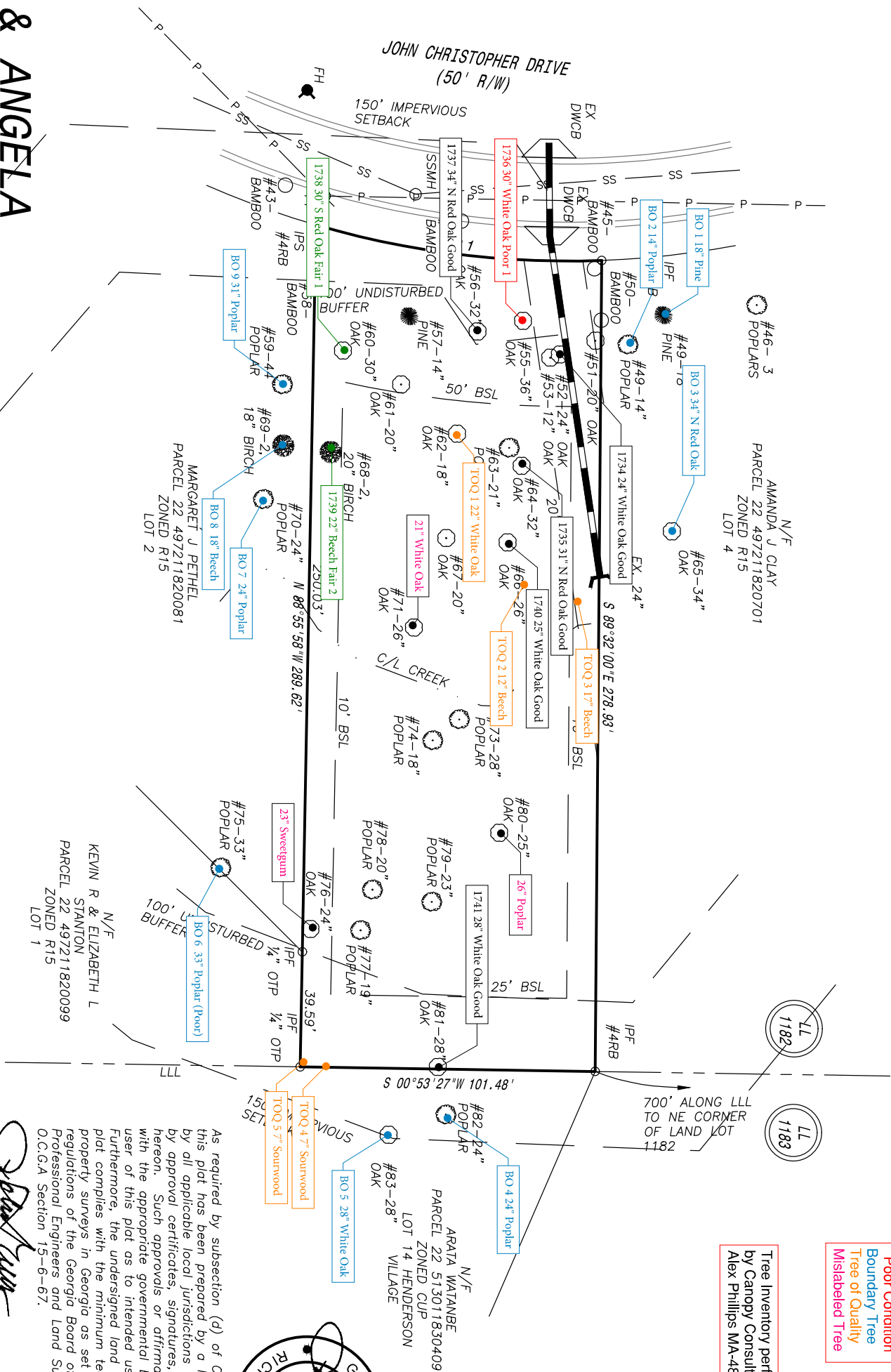
BOC BACK OF CURB
BSL = BUILDING SETBACK LINE
P/L = PROPERTY LINE
R/W = RIGHT OF WAY
LL = LAND LOT LINE
N/F = NOW OR FORMERLY
POB = POINT OF BEGINNING
NTS = NOT TO SCALE
IPF = IRON PIN FOUND
IPS = IRON PIN SET
COP MON = USCO MONUMENT
RB = REBAR
CTP = CIMP TOP PIPE
OTP = OPEN TOP PIPE
SQ. ROD = SQUARE ROD
AIF = ANGLE IRON FOUND
CMP = CORRUGATED METAL PIPE
RCP = REINFORCED CONC. PIPE
WM = WATER METER
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C.O. = SEWER CLEAN-OUT
SS = SANITARY SEWER
MH = MAN HOLE
FTE = FINISHED FLOOR ELEV.
FH = FIRE HYDRANT
DE = DRAINAGE EASEMENT
DI = PEDESTAL DROP INLET
DI = DROP INLET
LGR = LOT GRADING PLAN
SWGB = SINGLE WING CATCH BASIN
DWGB = DOUBLE WING CATCH BASIN
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P-- = POWER LINE
SS-- = SANITARY SEWER LINE
FM-- = SANITARY FORCE MAIN
T-- = TELEPHONE LINE
W-- = WATER LINE
X-- = FENCE LINE

NOTES & REFERENCES:

1. FINAL PLAT FOR UNIT FOUR
COLDRIDGE FOREST BY BATES-LONG
ASSOCIATES DATED MARCH 19, 1973

ALISTARI & ANGELA EDWARDS

LOT 3 COLDRIDGE FOREST,
UNIT FOUR
IN THE CITY OF ALPHARETTA
LAND LOT 1182
2ND DISTRICT-2ND SECTION
FULTON COUNTY, GEORGIA
APRIL 15, 2021



N/F
KEVIN R & ELIZABETH L
STANTON
PARCEL 22 497211820099
ZONED R15
LOT 1

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plot has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plot as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plot 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 set forth in O.C.G.A. Section 15-6-67.

~~Richard J. Webb~~ RLS 2507

RICHARD WEBB & ASSOCIATES
Land Surveying Consultants
P.O. BOX 561 CUMMING GA. 30028 (770)-889-6103
100 KELLY MILL ROAD CUMMING GA. 30040
Email: rjwebb6103@comcast.net

JOB NO.
21107

ZONED R15

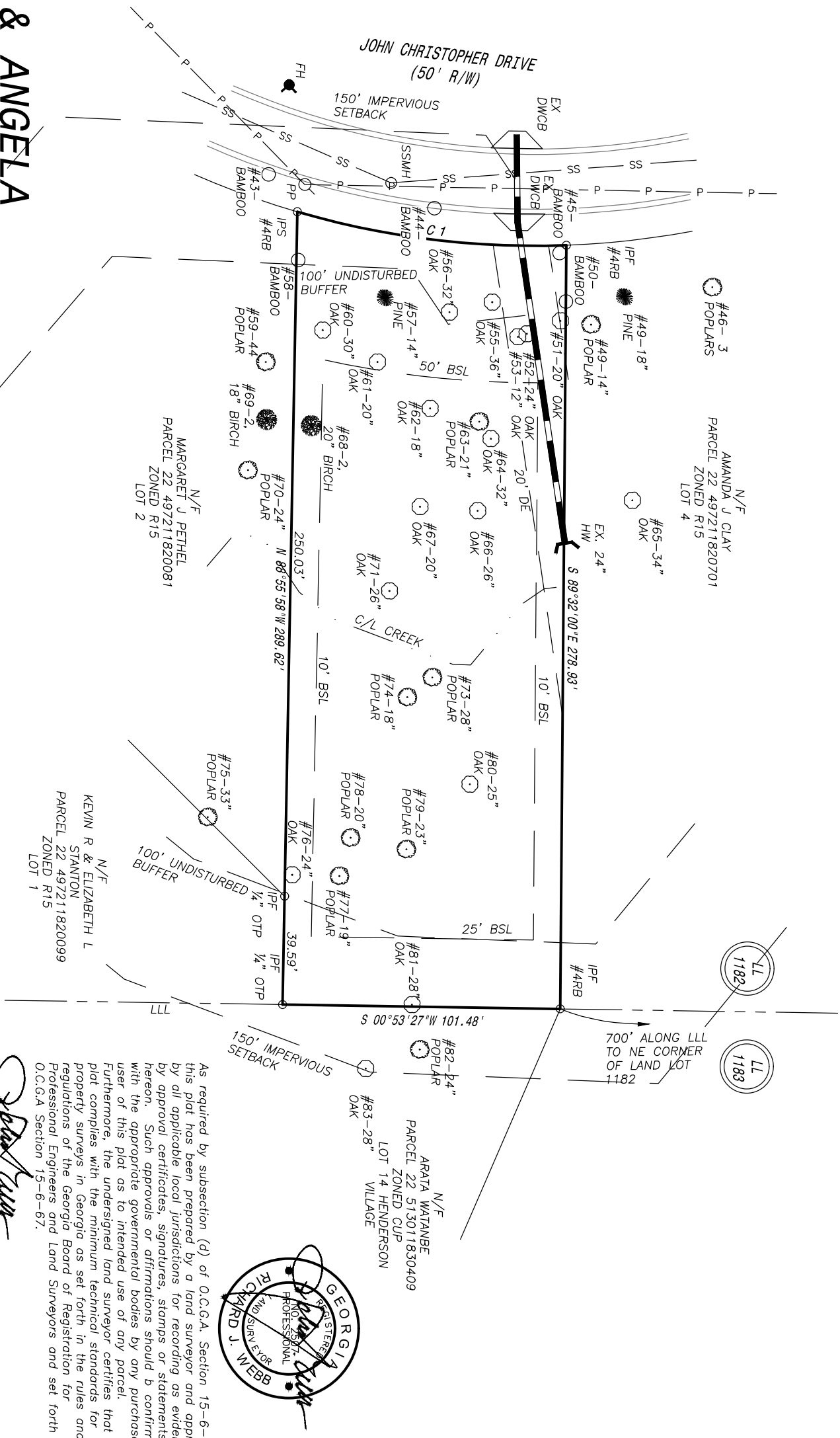
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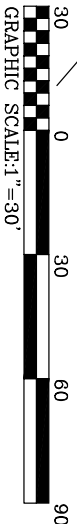
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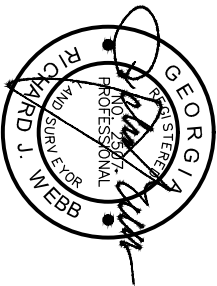


RICHARD WEBB & ASSOCIATES

P.O. BOX 561 CUMMING GA. 30028 (770)-889-6103
100 KELLY MILL ROAD CUMMING GA. 30040
Email: rjwebb6103@comcast.net



JOB NO.
21107



NEW HOME for 91 JOHN CHRISTOPHER DRIVE

OWNER

ALISTAIR EDWARDS
215 JAYNE ELLEN WAY
ALPHARETTA, GA 30009

CONTACT:
(770) 396-5464

ARCHITECT

ECO LIVING, LLC
CONTACT: ANGELA EDWARDS, NCARB, LEEDAP
4920 ATLANTA HIGHWAY, #119
ALPHARETTA, GA 30004
(404) 932-9899

CONTRACTOR

AARENE CONTRACTING, LLC
CONTACT: GARY MILES
197 ROSWELL STREET
ALPHARETTA, GA 30009
PHONE: (678) 566-0609
FAX: (678) 566-0604

DRAWING ABBREVIATIONS

A LABEL	CLASS A DOOR	E LABEL	CLASS E DOOR	MATL	MATERIAL
A/C	AIR CONDITION	EA	EACH	MAX	MAXIMUM
AC	AIR CONDITIONING UNIT	EF	EACH FACE	MC	MOISTURE CONTENT
ABS	ANCHOR BOLT	EIFS	EXTERIOR INSULATION AND FINISH SYSTEM	MEC	MATCH EXISTING CONCRETE
ACS PN/L	ACCESS PANEL	EJ	EXPANSION JOINT	MECH	MECHANICAL
AF	ABOVE FINISHED FLOOR	ES	EACH SIDE	MEMB	MEMBRANE
AFG	ABOVE FINISHED GRADE	EL	ELEVATION	MISC	MATCHING EXISTING
AFS	ABOVE FINISHED SLAB	ELEV	ELEVATOR	MP	MANUFACTURER
AHU	AIR HANDLING UNIT	ENTR	ENTRANCE	MFR	MIDDLE
AIB	AIR INFILTRATION BARRIER	EPS	EXPANDED POLYSTYRENE	MIN	MINIMUM
ALT	ALTERNATE	EQ	EQUAL	MIRR	MIRROR
ALUM	ALUMINUM	EWC	ELECTRIC WATER COOLER	MISC	MISCELLANEOUS
ANOD	ANODIZE	EXP	EXPOSED	MLDG	MOLDING (MOUNDING)
APPROX	APPROXIMATE	EXT	EXTERIOR	MOD	MODIFY
AR	AS REQUIRED	EXT GR	EXTINGUISHER	MOB	MOISTURE BARRIER
AVG	AVERAGE			MTG	MOUNTING
B LABEL	CLASS B DOOR	F BD	FASCIA BOARD	MTL	METAL
BALC	BALCONY	FC BRK	FACE BRICK	MVBL	MOVABLE
BB	BASEBOARD	FCO	FLOOR CLEANOUT	MWP	MEMBRANE WATERPROOFING
BC	BOOKCASE	FD	FLOOR DRAIN	N	
BD	BOARD	FDTN	FOUNDATION	N	NORTH/NORTHING
BDRY	BOUNDARY	FE	FIRE EXTINGUISHER	NA	NOT APPLICABLE
BFF	BELOW FINISH FLOOR	FF	FINISH FACE	NIC	NOT IN CONTRACT
BHMA	BUILDER'S HARDWARE	FIN FLR	FINISH FLOOR ELEVATION	NO	NOT
BLDG	BUILDING	FF INSUL	FOIL BACKED INSULATION	NOM	NOMINAL
BLKG	BLOCKING	FGL	FIBERGLASS	NP	NO PAINT
BLT IN	BUILT-IN	FHP	FULL HEIGHT PARTITION	NRC	NOISE REDUCTION
BN	BULLNOSE	FIN	FINISH	NTS	NOT TO SCALE
BOS	BOTTOM OF STEEL	FIN BS	FINISH BOTH SIDES	O	
BOT	BOTTOM	FIN FLR	FINISH FLOOR	OA	OVERALL
BP	BUILDING PAPER	FIN GR	FINISH GRADE	OC	ON CENTER
BRKT	BRACKET	FL	FLOW LINE ELEVATION	OD	OUTSIDE DIAMETER
BSMT	BASEMENT	FLDG	FOLDING	OBSC	OBSCURE GLASS
BTWN	BETWEEN	FLEX	FLEXIBLE	OPH	OPPOSITE HAND
BUR	BUILT-UP ROOFING	FLG	FLOORING	OPNG	OPENING
C		FLMT	FLUSH MOUNT	OPP	OPPOSITE
C	CONC	FLR	FLOOR	OPQ	OPQUE
C	C	FOM	FACE OF CONCRETE	ORIG	ORIGINAL
C LABEL	CLASS C DOOR	FR	FIRE RESISTANT	P	
CAB	CABINET	FRG	FIBER REINFORCED GYPSUM	P	PAVEMENT ELEVATION
CATWL	CATWALK	FRMG	FRAMING	PAT	PATTERN
CAV	CAVITY	FRP	FIBERGLASS REINFORCED PLASTIC	PBD	PORTLAND CEMENT CONCRETE
CBB	CEMENTITIOUS (BACKER) BOARD	FRTW	FIRE RETARDANT TREATED WOOD	PCT	PERCENT
CD	CONSTRUCTION DOCUMENTS	FSTNR	FASTENER	PERF	PERFORATED
CDW	CHILD DRINKING WATER	FT	FEET	PERIM	PERIMETER
CEM PLAS	CEMENT PLASTER	FTG	FOOTING	PH	PHASE
CER	CERAMIC	G		PL	PROPERTY LINE
CF	CONTRACTOR FURNISHED EQUIPMENT	G	NATURAL GAS	PL GL	PLATE GLASS
CFE	CONTRACTOR FURNISHED EQUIPMENT	GALV	GALVANIZED	PLAS	PLASTIC LAMINATE
CFLG	COUNTERFLASHING	GFRG	GLASS-FIBER-REINFORCED GYPSUM	PLAS	PLASTER
CFM	CUBIC FEET PER MINUTE	GLZ	GLAZING	PLYWD	PLYWOOD
CFMF	COLD-FORMED METAL FRAMING	GR FL	GROUND FLOOR	PNL	PANEL
CFS	CUBIC FEET PER SECOND	GUT	GUTTER	PNL	PANEL
CG	CORNER GUARD	GYP BD	GYPSUM BOARD	PR	PAIR
CI	CAST IRON	GYP PLAS	GYPSUM PLASTER	PRCST	PRECAST
CJ	CAST-IN-PLACE	H		PSF	POUNDS PER SQUARE FOOT
CJP	CONTROL JOINT	HB	HOSE BIBB	PSI	POUNDS PER SQUARE INCH
CL	COLUMN LINE	HDPE	HIGH DENSITY POLYETHYLENE	PT	PRESSURE TREATED
CLG	CEILING	HDW	HARDWARE	PTN	PARTITION
CLG DIFF	CEILING DIFFUSER	HEPA	HIGH EFFICIENCY PARTICULATE AIR (FILTER)	PWR	POWER
CLG HT	CEILING HEIGHT	HMD	HOLLOW METAL	Q	
CL	COLUMN LINE	HORIZ	HORIZONTAL	QTY	QUANTITY
CLO	CLOSET	HT	HEIGHT	R	
CLRM	COLOR	HYDR	HYDRAULIC	RBM	REINFORCED BRICK MASONRY
CMU	CONCRETE MASONRY UNIT	I		RBR	RUBBER
CNDS	CONDENSATE	IBC	INTERNATIONAL BUILDING CODE	RC	REINFORCED CONCRETE
CDR	CARD READER	INSUL	INSULATION	ROF	REFLECTED CEILING PLAN
CO	CLEANOUT	INT	INTERIOR	ROG INS	RIGID INSULATION
COL	COLUMN	INV	INVERT	REC	RECESSED
COMM	COMMUNICATION	ILO	IN LIEU OF	REF	REFERENCE
CONC	CONCRETE	J		REM	REMOVABLE
CONC FLR	CONCRETE FLOOR	K		REP	REPAIR
CONF	CONFERENCE	KPD	KEYPAD	REPL	REPLACE
CONT	CONTINUE	KPL	KICKPLATE	REQD	REQUIRED
COORD	COORDINATE	L		RESIL	RESILIENT
CORR	CORRIDOR	LAM	LAMINATE	RHR	RIGHT HAND REVERSE
CP	CONCRETE PIPE	LAV	LAVATORY	RLG	RAILING
CPT	CARPET	LBR	LUMBER	RM	ROOM
CR	CONTROL ROOM	LBS	POUND	RO	ROUGH OPENING
CS	CAST STONE	LDG	LANDING	ROF VENT	ROOF VENT
CSWK	CASEWORK	LF	LINEAR FEET (FOOT)	RVL	REVEAL
CT	CERAMIC TILE	LIN	LINEAR		
CTB	CERAMIC TILE BASE	LOC	LOCATION		
CTF	CERAMIC TILE FLOOR	LT	LIGHT		
CW	CENTER	LVR	LOUVER DOOR		
CU FT	CUBIC FEET		LOUVER		
CW	CASEMENT WINDOW				
D					
D LABEL	CLASS D DOOR				
DB	DOUBLE				
DEMO	DEMOLITION				
DEPT	DEPARTMENT				
DET	DETAIL				
DG	DECOMPOSED GRANITE				
DIA	DIAMETER				
DIP	DUCTILE IRON PIPE				
DIR	DIRECTION				
DIST	DISTANCE				
DOC	DOCUMENT				
DR	DOOR				
DS	DOWNSPOUT				

CODES/REGULATIONS

Current Mandatory Codes as Adopted by DCA:

- International Building Code, 2018 Edition, with Georgia Amendments
 - International Residential Code, 2018 Edition, with Georgia Amendments
 - International Fire Code, 2018 Edition (Contact State Fire Marshal)
 - International Plumbing Code, 2018 Edition, with Georgia Amendments
 - International Mechanical Code, 2018 Edition, with Georgia Amendments
 - International Fuel Gas Code, 2018 Edition, with Georgia Amendments
 - National Electrical Code, 2020 Edition (No Georgia Amendments)
 - International Energy Conservation Code, 2015 Edition, with Georgia Supplements and Amendments
 - 2018 NFPA 101 Life Safety Code
- Current Permissive Codes as Adopted by DCA:**
- International Property Maintenance Code, 2018 Edition, with Georgia Amendments
 - International Existing Building Code, 2018 Edition, with Georgia Amendments
 - National Green Building Standard, 2008 Edition, with Georgia Amendments

2018 RESIDENTIAL BUILDING CODE (RBC)/ 2018 INTERNATIONAL BUILDING CODE (IBC)

USE AND OCCUPANCY CLASSIFICATION

OCCUPANCY: RESIDENTIAL - SINGLE FAMILY DWELLING

CHAPTER 5 (IBC)

GENERAL BUILDING HEIGHTS AND AREAS

HEIGHT (ALLOWED):	40 FEET AND 2-STORIES
HEATED AREA (GROSS AREA)	1,926 SQ. FT.
DECK (GROSS AREA)	315 SQ. FT.
GARAGE UNHEATED (GROSS AREA)	600 SQ. FT.
BASEMENT HEATED (GROSS AREA)	1,726 SQ. FT.
TOTAL GROSS HEATED AREA	3,650 SQ. FT.

CHAPTER 6 (IBC)

CONSTRUCTION TYPE: TYPE VB - NON-SPRINKLERED

TABLE 601 FIRE-RESISTANCE RATING REQUIREMENTS FOR BUILDING ELEMENTS IN HOURS		
BUILDING ELEMENTS	REQUIRED (FOR TYPE VB)	PROVIDED
PRIMARY STRUCTURAL FRAME * (TABLE 601)	NO RATING	NO RATING
EXTERIOR BEARING WALLS (TABLE 602)	NO RATING	NO RATING
INTERIOR BEARING WALLS (TABLE 601)	NO RATING	NO RATING
EXTERIOR NON-BEARING WALLS (TABLE 602)	NO RATING	NO RATING
INTERIOR NON-BEARING WALLS (TABLE 602)	NO RATING	NO RATING
FLOOR CONSTRUCTION * (TABLE 601)	NO RATING	NO RATING
ROOF CONSTRUCTION (TABLE 601)	NO RATING	NO RATING

* - SEE SECTION 202

CITY OF ALPHARETTA COMPLIANCE TABLES

ALPHARETTA RESIDENTIAL 2015 IECC COMPLIANCE TABLES

2015 IECC Table 402.1.2 – 2020 Georgia Amend

TABLE R402.1.2 INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT ^a										
Climate Zone	Fenestration U-Factor ^b	Skylight ^b U-Factor	Glazed Fenestration SHGC ^{c,h}	Ceiling R-Value	Wood Frame Wall R-Value	Attic Knee wall R-Value ⁱ	Mass Wall R-Value	Floor R-Value	Basement ^c Wall R-Value	Slab ^b R-Value & Depth
3	0.35	0.55	0.27	38	13	18	8/13	19	5/13 ^f	0 5/13

Equivalent U Factor Table of IECC Building Envelope Requirements for Alpharetta

TABLE R402.1.4 EQUIVALENT U-FACTORS ^a									
Climate Zone	Fenestration U-Factor	Skylight U-Factor	Ceiling U-Factor	Frame Wall U-Factor	Mass Wall U-Factor ^b	Floor U-Factor	Basement Wall U-Factor	Crawl Space Wall U-Factor	
3	0.35	0.55	0.030	0.084	0.098	0.047	0.091 ^c	0.136	

Table R402.1.6 MINIMUM INSULATION R-VALUES FOR ENVELOPE COMPONENTS WHEN TRADE-OFFS ARE USED										
Climate Zone	Wood ^a Framed Walls	Mass ^{a, b} Wall	Attic ^{a, c} Kneewall	Basement ^a Wall	Crawl ^a Wall	Floor Over Unheated Spaces	Ceilings with Attic Space	Vaulted ^{c, d} Unvented Attic Roofline Air-impermeable	Vaulted ^{c, d} Unvented Attic Roofline Air-permeable	Cathedralized ^{c, d} Vented Ceiling Roofline Air-permeable
3	13	5	18	5	5	13	30	20	20+5*	20
Window U-Factor 0.5 max with SHGC 0.30 max								* Air-impermeable as per IRC 806.5		
a. Weather-stripped hinged vertical doors (minimum R-5 insulation or maximum U-0.20), weather-stripped hatches/scuttle hole covers (minimum R-19 insulation or maximum U-0.05), or weather-stripped and disappearing/ pull-down stairs (minimum R-5 insulation or maximum U-0.20) shall be deemed to meet the minimum insulation R-values of the corresponding envelope element.										
b. Any mass wall (masonry, CMU, etc.)										
c. Attic kneewall for the purpose of this code is defined as any vertical or near vertical wall in the building envelope that has conditioned space on one side and attic space on the other side.										
Exception: When the building roofline is insulated, the former kneewall is classified as an interior wall.										
d. Examples of air-impermeable insulation include spray foam and rigid foam board. Examples of air-permeable insulation include fiberglass batts and cellulose. See "Roofline Installed Insulation Options" in Appendix RA, of these Georgia State Supplements and Amendments for details.										

GENERAL NOTES

- THE CONTRACTOR SHALL OBTAIN BUILDING PERMITS, UNLESS OWNER DIRECTS DIFFERENTLY.
- THE CONTRACTOR SHALL PERFORM WORK IN ACCORDANCE WITH ALL APPLICABLE CITY, STATE AND FEDERAL BUILDING CODES, ORDINANCES AND REGULATIONS.
- CONTRACTOR SHALL FULLY ACQUAINT THEMSELVES WITH THE CONDITIONS OF THE CONTRACT, LOCAL CONDITIONS RELATING TO LOCATION, ACCESSIBILITY AND RESTRICTIONS RELATED TO THE EXECUTION OF THE WORK. CONTRACTOR SHALL TAKE FIELD MEASUREMENTS AND VERIFY ALL FIELD CONDITIONS AND REPORT ANY DISCREPANCIES TO THE OWNER PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL VERIFY DIMENSIONS, GRADES, LEVELS, BOUNDARIES AND CONSTRUCTION INDICATED ON CONTRACT DRAWINGS BEFORE PROCEEDING WITH THE WORK, AND SHALL REPORT IMMEDIATELY ANY DISCREPANCIES.
- ALL MATERIALS SHALL COMPLY WITH APPLICABLE CODES, ORDINANCES AND REGULATIONS.
- DIMENSIONS, NOTES, FINISHES AND FIXTURES SHOWN ON TYPICAL PLANS, SECTIONS OR DETAILS SHALL APPLY TO SIMILAR, SYMMETRICAL OR OPPOSITE PLANS, SECTIONS OR DETAILS.
- DIMENSIONS NOTED "CLEAR" ARE NOT ADJUSTABLE WITHOUT APPROVAL OF THE OWNER AND SHALL BE MEASURED FROM FINISH FACE TO FINISH FACE.
- DIMENSION NOTES "+/-" ARE THE SECTION OF THE STRING THAT SHALL MAKEUP ANY DIMENSION DISCREPANCY IN THAT STRING.
- NO SUBSTITUTION MAY BE MADE FOR ANY ITEMS UNLESS APPROVED IN WRITING BY THE OWNER, OR AS STATED IN THE CONTRACT. CONTRACTOR SHALL BEAR THE BURDEN OF OBTAINING APPROVAL OF ITEMS TO BE SUBSTITUTED. THE OWNER'S DECISION REGARDING SUBSTITUTION SHALL BE FINAL.
- DURING THE COURSE OF CONSTRUCTION, IF CONTRACTOR UNCOVERS ANY CODE VIOLATION KNOWN TO HIM OR DISCREPANCY WITH THE DESIGN, CONTRACTOR SHALL NOTIFY THE OWNER OF SUCH ITEM IMMEDIATELY.
- CONTRACTOR SHALL ASSEMBLE AND INSTALL MATERIALS/PRODUCTS IN STRICT ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND INDUSTRIAL ASSOCIATION STANDARDS.
- THE CONTRACT DOCUMENTS HAVE MADE NO INTENT TO GIVE SPECIFIC INSTRUCTIONS CONCERNING THE MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES, AND ASSIGNMENT OF WORK. IT IS THE CONTRACTOR WHO SHALL SUPERVISE AND DIRECT THE WORK.
- DAMAGE: CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIRS OF ANY ACCIDENTAL DAMAGE THEY INFLECTS UPON THE EXISTING WORK TO REMAIN, IF FOR ANY REASON, DAMAGE TO EXISTING WORK OR UTILITIES IS CONSIDERED TO BE UNAVOIDABLE. SUBMIT A WRITTEN NOTIFICATION OF THE PROBLEM BEFORE SIGNING THE CONTRACT. IN THE ABSENCE OF SUCH NOTIFICATION, THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR DAMAGE AND THE COST OF SATISFACTORILY REPAIRING OR REPLACING THE DAMAGED WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING ALL DIMENSIONS PRIOR TO ORDERING MATERIALS, STARTING FABRICATION OR BEGINNING CONSTRUCTION.
- EACH MISCELLANEOUS ITEM OF CUTTING, PATCHING OR FITTING IS NOT NECESSARILY INDIVIDUALLY DESCRIBED HEREIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CUTTING, PATCHING AND FITTING NECESSARY TO ACCOMMODATE THE ENTIRE SCOPE OF THE WORK.
- IN LAYING OUT AND DETAILING THE WORK TO BE COMPLETED CONSIDERATION SHALL BE GIVEN TO VARIATIONS IN THE FLOOR LEVELNESS RESULTING IN CONSTRUCTION QUALITY AND LIVE AND DEAD LOAD IMPOSED ON THE STRUCTURE. FIELD VERIFY CONDITIONS OF DOOR HEADERS AND OTHER HORIZONTAL ELEMENTS SHALL BE MAINTAINED AT A CONSTANT LEVEL. LEVEL FLOORS AS REQUIRED USING APPROVED LEVELING COMPOUND FOR SUBSTRATE.
- EQUIPMENT AS DESCRIBED IN THESE DOCUMENTS.
- THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL NECESSARY REINFORCING TO ACCOMMODATE INTERIOR FINISHES, FIXTURES, MILLWORK AND APPLIANCES.
- ALL FASTENERS AND ATTACHMENTS SHALL BE FULLY CONCEALED FROM VIEW UNLESS OTHERWISE NOTED.
- TWO COPIES OF SHOP DRAWINGS SHALL BE SUBMITTED TO THE OWNER FOR APPROVAL. ELECTRONIC COPIES MAY BE SUBMITTED IN LIEU OF HARD COPIES.
- ALL GYPSUM WALLBOARD AND WOOD STUD CONSTRUCTION SHALL BE IN ACCORDANCE WITH RECOMMENDATIONS AND INSTRUCTIONS PUBLISHED BY U.S. GYPSUM COMPANYS "GYPSUM CONSTRUCTION HANDBOOK" LATEST EDITION.
- ALL FINISH CARPENTRY AND MILLWORK SHALL BE IN ACCORDANCE WITH THE ARCHITECTURAL WOOD WORKS INSTITUTE (AWI) STANDARDS FOR SELECTION OF MATERIALS, HARDWARE, FABRICATION, WORKMANSHIP AND FINISHING.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING AND MAINTAINING AN UP TO DATE SET OF CONSTRUCTION DRAWINGS ON SITE AT ALL TIMES. THIS SHALL BE IN THE FORM OF A HARD COPY OF ALL DRAWINGS ISSUED BY THE ARCHITECT OVER THE DURATION OF CONSTRUCTION.
- THE CONTRACTOR SHALL PROVIDE AND INSTALL EQUIPMENT AND/OR APPLIANCES SPECIFIED UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL PROVIDE AND COORDINATE INSTALLATION OF TENANT FURNISHED EQUIPMENT AND/OR APPLIANCES PLUMBING AND ELECTRICAL REQUIREMENTS OF ALL SUCH APPLIANCES.
- THE EXTENT OF WORK SHALL BE LIMITED TO WORK INDICATED IN THE CONTRACT DOCUMENTS. NO ADDITIONAL WORK SHALL BE DONE WITHOUT PRIOR WRITTEN APPROVAL BY THE OWNER. ANY ADDITIONAL WORK PERFORMED WITHOUT WRITTEN APPROVAL SHALL BE AT THE CONTRACTOR EXPENSE.
- PATCH AND SEAL ALL PENETRATIONS IN THE FLOOR AND PARTITIONS TO COMPLY WITH APPLICABLE BUILDING AND/OR FIRE, LIFE SAFETY CODES.
- TYPICAL MEANS THE REFERENCE DETAIL SHALL APPLY FOR ALL SIMILAR CONDITIONS UNLESS OTHERWISE NOTED.
- WHERE ELECTRICAL MECHANICAL AND/OR OTHER WALL MOUNTED DEVICES OCCUR AT THE SAME LOCATION BUT AT DIFFERENT HEIGHTS, THEY SHALL BE CENTERED ON EACH OTHER.
- PROJECT CLEANUP SHALL CONSIST OF A "VACUUM CLEAN" INTERIOR SPACE. REMOVE DUST, DEBRIS, OILS, STAINS, FINGERPRINTS AND LABELS FROM EXPOSED FINISH SURFACES INCLUDING GLAZING AND REFLECTORS OF LIGHT FIXTURES.
- ALL FLOOR FINISH CHANGES SHALL OCCUR UNDER THE DOOR AT THE CENTERLINE POSITION OF THE CLOSED DOOR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF STRUCTURAL, MECHANICAL, ELECTRICAL AND PLUMBING WORK WITH THE CONTRACT DOCUMENTS. HE/SHE SHALL BE RESPONSIBLE FOR IDENTIFYING ANY DISCREPANCIES ON THE DOCUMENTS AND SHALL INFORM THE OWNER.
- IN THE EVENT THE CONTRACTOR ENCOUNTERS ON SITE MATERIAL REASONABLY BELIEVED TO BE ASBESTOS OR POLYCHLORINATED BIPHENYL (PCB) WHICH HAS NOT BEEN RENDERED HARMLESS, THE CONTRACTOR SHALL IMMEDIATELY STOP WORK IN AREA AFFECTED AND REPORT CONDITION TO OWNER IN WRITING. WORK IN AFFECTED AREA SHALL NOT THEREAFTER BE RESUMED EXCEPT BY WRITTEN AGREEMENT OF OWNER AND CONTRACTOR IF IN FACT MATERIAL IS ASBESTOS OR POLYCHLORINATED BIPHENYL (PCB) OR WHEN IT HAS BEEN RENDERED HARMLESS BY WRITTEN AGREEMENT OF OWNER AND CONTRACTOR.

DRAWING INDEX

Sheet Number	Sheet Name
A001	COVER
A100	SITE PLAN
A101	TOPO PLAN



ECO LIVING, LLC
4920 Atlanta Highway, #119
Alpharetta, GA 30004
(404) 932-9899

STAMP

91 John Christopher Drive

PROJECT ADDRESS 91 John Christopher Drive, Alpharetta, GA 30009

ISSUE DATE April 26, 2021

PROJECT STATUS Preliminary Design

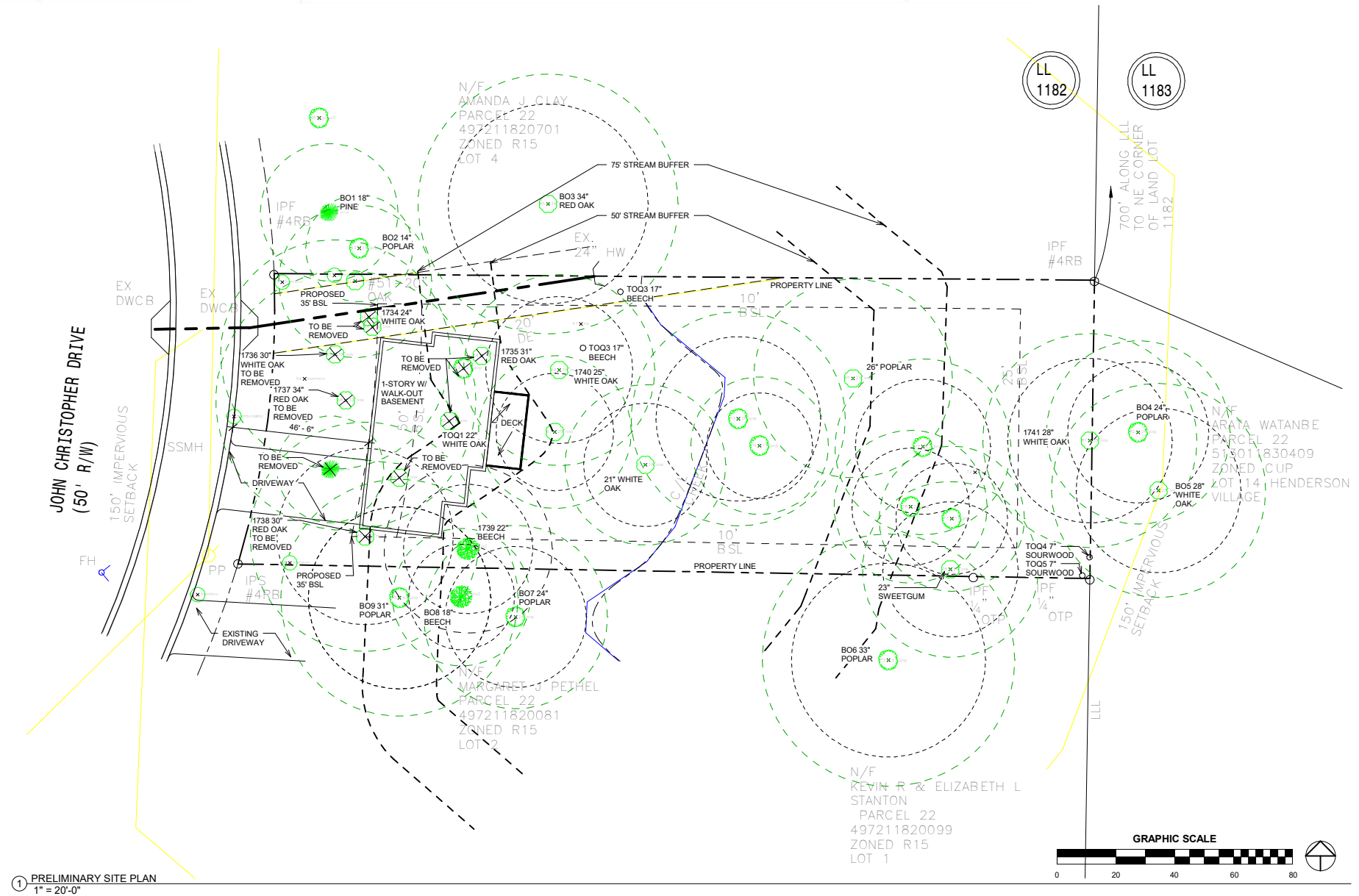
COVER

A001
sheet no.

The map shows Henderson, Nevada, with a green dashed rectangle highlighting the area around the Henderson Village swimming pool. A black arrow points to the pool's location. The map includes various landmarks, streets, and a green dashed rectangle highlighting the area around the pool. The map data is from 2021.

1. SITE PLAN BASED ON SURVEY DATED 07-29-2019 DONE BY RICHARD WEBB & ASSOCIATES.
2. TREE SURVEY DONE BY RICHARD WEBB & ASSOCIATES JOB NO. 21107.
3. TREE TAG NUMBERS ARE BASED ON ARBORIST REPORT PROJECT 21038 DATED 4-26-2021.
4. CRITICAL ROOT ZONE BASED AND BASE PLATE ON DIAMETER IN ARBORIST REPORT.

A diagram of a tree with three concentric circles. The innermost circle is labeled 'TREE'. The middle dashed circle is labeled 'CRITICAL ROOT ZONE'. The outermost dashed circle is labeled 'TREE BASE PLATE'.



ECO LIVING, LLC
4920 Atlanta Highway, #119
Alpharetta, GA 30004
(404) 932-9899

STAMP

91 John Christopher Drive

PROJECT ADDRESS	91 John Christopher Drive, Alpharetta, GA 30009
ISSUE DATE	April 26, 2021
PROJECT STATUS	Preliminary Design

Preliminary Design

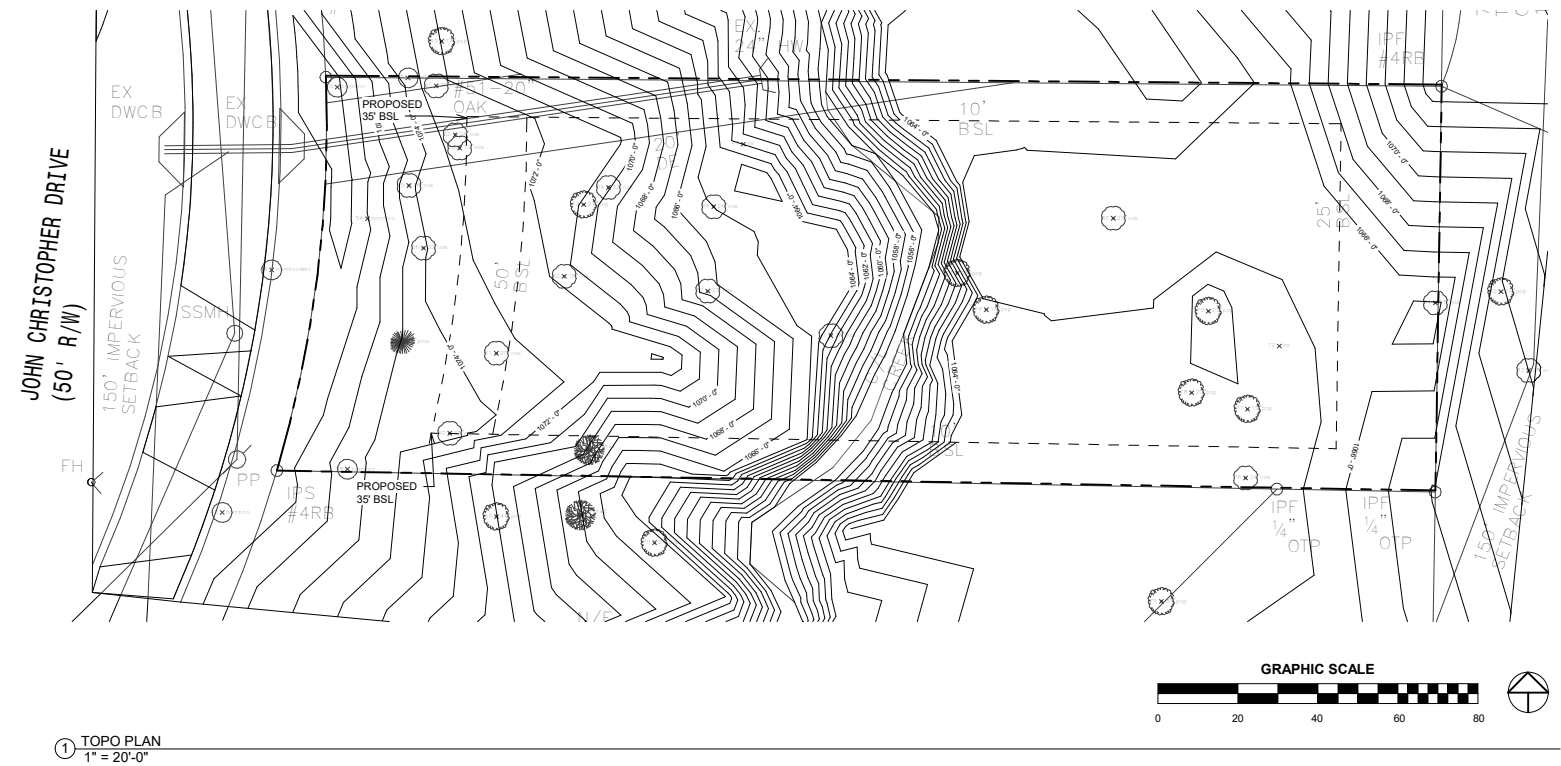
PROJECT STATUS

SITE PLAN

A100
sheet no.

5/2/2021 2:37:06 PM

5/2/2021 2:37:06 PM



SITE NOTES

1. SITE PLAN BASED ON SURVEY DATED 07-29-2019 DONE BY RICHARD WEBB & ASSOCIATES.
2. TREE SURVEY DONE BY RICHARD WEBB & ASSOCIATES JOB NO. 21107.



ECO LIVING, LLC
4920 Atlanta Highway, #119
Alpharetta, GA 30004
(404) 932-9899

STAMP

91 John Christopher Drive

PROJECT ADDRESS	91 John Christopher Drive, Alpharetta, GA 30009
ISSUE DATE	April 26, 2021
PROJECT STATUS	Preliminary Design

TOPO PLAN

A101
sheet no.

SPECIMEN TREE REPORT

CITY OF ALPHARETTA

Client

Angela Edwards

Address

0 John Christopher Dr



Project

21038

Survey Date

4/26/2021

Alex Phillips
ISA Certified Arborist MA-4868A
Tree Risk Assessment Qualified
American Society of Landscape Architects



Canopy
Consultants
www.canopy-consultants.com
1135 Arlington Pkwy NE
Atlanta, GA 30324
404.858.7471

John Christopher

Specimen Tree Inventory

Some trees on a site warrant special consideration and encouragement for preservation. The intent of these specifications is to provide the necessary information to facilitate project design, plan review and enforcement processes. The City of Alpharetta Specimen tree specifications are organized by size:

- Flowering Understory trees over 8" DBH

- Sourwood trees over 10" DBH

- Beech, Blackgum, Persimmon, Sassafras trees over 20" DBH

- Magnolia trees over 20" DBH

- Cedrus and Thuja trees over 20" DBH

- Overstory Hardwood over 24" DBH

- Poplars and Sweetgums trees over 30" DBH

- Pine trees over 30" DBH

Any tree that does not meet the following requirements as set forth by the International Society of Arboriculture shall be deemed poor in condition, a danger to human life and property and removed from the site.

- Life expectancy less than 15 years

- A trunk with visible decay

- More than one major and several minor dead limbs (hardwoods)

- Major insect or pathological problems

Landscape Tree Inventory

Landscape trees and trees of quality on a site may warrant consideration for preservation. Landscape trees include street trees, parking lot trees and boundary trees. Trees of quality include smaller non specimen trees that are in groupings or groves that have special interest and character.

Site Location

The site is an undeveloped lot located in a mid-20th century subdivision. The stand is composed of Oaks, Poplars and Beech trees. There are some undersized Sourwood's in the understory with the ground cover consisting of English Ivy.

A creek bisects the property with steep slopes from the Right of Way frontage and rear property line to the creek.



John Christopher

Definitions

Tree Number: Trees are tagged with an aluminum disk that shows a unique number to identify the tree.

Species: Trees are listed by a regional common name and botanical name.

Diameter at Breast Height (DBH): The diameter of a trunk at 4.5' above ground level. Measured in inches.

Condition:

Good: A specimen tree with healthy productive tip growth. A sound trunk with no visible damage or decay. No major limb loss and healthy branch unions. No visible insect or disease infestations. Life expectancy of more than 15 years.

Fair: A specimen tree with healthy but not vigorous tip growth. Less than 30% of crown is dead. No major dead limbs and no major trunk cavities or damage. Branch unions show some signs of stress. Tree is expected to live longer than 10 years.

Poor: More than 30% of the crown is dead or has significant tip die back. More than one major limb is dead and are large trunk cavities with visible decay. Severe insect or disease damage leading to immediate death. Roots are visible and show signs of decay and rot. Life expectancy is less than 5 years.

Dead: Tree has no bud or leaf production. All limbs are barren and rot is visible.

Invasive: Tree species whose native range is not within the Piedmont classification.

Hazardous: Severe or uncorrectable damage that will lead to a loss of property or life if there is tree failure.



John Christopher

Specimen Tree Report

Tree #	Species	DBH	Condition	Comments
1734	<i>Quercus alba</i> White Oak	24"	Good	Tree is in good health.
1735	<i>Quercus rubra</i> N Red Oak	31"	Good	Tree is in good health.
1736	<i>Quercus alba</i> White Oak	30"	Poor 1	Poor #1: Split with included bark. Pic #1
1737	<i>Quercus rubra</i> N Red Oak	34"	Good	Tree is in good health.
1738	<i>Quercus falcata</i> S Red Oak	30"	Fair 1	Fair #1: 15 degree phototropic lean. Pic #2
1739	<i>Fagus grandifolia</i> Beech	22"	Fair 2	Poor #1: Minor split. Pic #3
1740	<i>Quercus alba</i> White Oak	25"	Good	Tree is in good health.
1741	<i>Quercus alba</i> White Oak	28"	Good	Tree is in good health.

Total Specimen Sized Trees: 8

Good Condition: 5

Fair Condition: 2

Poor Condition: 1



John Christopher



**Pic # 1: Split with included bark.
Poor #1**



**Pic # 2: 15 degree phytotropic lean
Fair #1**



Pic # 3: Minor Split. Fair #2



John Christopher

Tree of Quality Report

Tree #	Species	DBH	Condition	Comments
1	<i>Quercus alba</i> White Oak	22"	Good	Tree is in good health.
2	<i>Fagus grandifolia</i> Beech	12"	Good	Tree is in good health.
3	<i>Fagus grandifolia</i> Beech	17"	Good	Tree is in good health.
4	<i>Oxydendrum arboreum</i> Sourwood	7"	Good	Tree is in good health.
5	<i>Oxydendrum arboreum</i> Sourwood	7"	Good	Tree is in good health.

Tree of Quality Summary: 5 Trees of quality - White Oak, 2 Beech and 2 Sourwoods.

Landscape Tree Report

Landscape Tree Summary: There are no landscape trees on property.



John Christopher

Boundary Tree Report

Tree #	Species	DBH	Condition	Comments
1	<i>Pinus sp</i> Pine	18"	Good	Tree is in good health.
2	<i>Liriodendron tulipifera</i> Poplar	14"	Good	Tree is in good health.
3	<i>Quercus rubra</i> N Red Oak	34"	Good	Tree is in good health.
4	<i>Liriodendron tulipifera</i> Poplar	24"	Good	Tree is in good health.
5	<i>Quercus alba</i> White Oak	28"	Good	Tree is in good health.
6	<i>Liriodendron tulipifera</i> Poplar	33"	Poor	Major trunk wound.
7	<i>Liriodendron tulipifera</i> Poplar	24"	Good	Tree is in good health.
8	<i>Fagus grandifolia</i> Beech	18"	Good	Tree is in good health.
9	<i>Liriodendron tulipifera</i> Poplar	31"	Good	Tree is in good health.

Boundary Tree Summary:





CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT

SUBMITTED BY: KATHI COOK

DRAFTED BY: MICHAEL WOODMAN

I. AGENDA ITEM TITLE: CU-21-07 FAR EAST BEAUTY/1115 UPPER HEMBREE ROAD

CITY COUNCIL:

JULY 26, 2021

This item was heard at the 7/1/2021 Planning Commission meeting. Staff recommended approval subject to six (6) conditions. There were no public comments. After discussion, Planning Commission recommended approval subject to staff's recommended conditions. Vote 5-0

II. RECOMMENDATION:

Approve CU-21-07 Far East Beauty/1115 Upper Hembree Road, subject to the following conditions:

1. 'Spa Services' shall be added as a conditional use at 1115 Upper Hembree Road, Suite A, and limited to no more than 2,576 square feet.
2. Conditional use approval shall be limited to Far East Beauty; no additional spa services businesses or subleasing shall be permitted within the approved space.
3. Spa services shall be limited to facials, semi-permanent makeup, microblading, waxing, lash extensions, make-up, and nails.
4. Hours of operation shall be Monday – Saturday 9:00 AM – 7:00 PM.
5. Window signage shall be limited to 10% or less of the window area. No lighting window trim.
6. In compliance with condition #21 related to file# MP-88-05 Oswald/Upper Hembree Master Plan, one of the 2 existing ground signs at the project entrance shall be removed prior to the issuance of a business license for Far East Beauty. Remaining development ground sign and wall shall be pressure-washed and/or painted and a decorative planting bed shall be installed at the base of the sign and wall.

III. REPORT IN BRIEF:

The applicant, David Weisser, is requesting a conditional use permit to allow 'Spa Services' for Far East Beauty, which provides cosmetology and spa services, such as facials and waxing. The property is zoned O-I (Office-Institutional), which allows 'Spa Services' with approval of a conditional use permit. The subject property is located at 1115 Upper Hembree Road, Suite A in the Alpha-Atlanta Professional Plaza.

DISCUSSION

The submitted request, if approved, will permit the applicant to provide 'Spa Services' (facials and waxing) in a 2,576 square foot suite for Far East Beauty. The property is zoned O-I (Office-Institutional), which allows 'Spa Services' with approval of a conditional use permit. The subject property is located at 1115 Upper Hembree Road, Suite A in the Alpha-Atlanta Professional Plaza.

The property was approved in 1988 in conjunction with the Oswald/Upper Hembree Master Plan. Alpha Medical Plaza is developed as two (2) office buildings, which are 2-stories from Upper Hembree Road and 3-stories at the rear. Suites are accessed from the front and back of the buildings. The applicant's suite is accessed from the rear of the building. Other businesses

operating in the office condominiums include, Alpharetta Psychiatric Services, Revitalize You MD, BMI Surgical Institute, and Extra Mile Dentist.

Surrounding properties are zoned O-I and R-15 (Dwelling, 'For-Sale', Residential) to the north, O-I to the east and south and City of Roswell (Taylor Oaks subdivision) to the west. Peach State Pool Service & Builders and a residential lot are located to the north, City of Roswell to the west, and undeveloped office parcels to the south and east.

The Unified Development Code (UDC) defines 'Spa Services' as:

A business that provides services requiring a customer to disrobe, which may include non-medical massage, other personal services such as skin, nail, hair treatments, hair removal/waxing, and may have the sale of associated retail products. Such business shall be located within a zoning category allowing retail use, shall not occupy more than 4,000 sq. ft. and shall not be closer than 2,000 ft. to a comparable business. The term "spa establishment" shall not include hospitals or other professional health care establishments separately licensed as such by the state.

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

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

The applicant's suite is 2,576 square feet, which is less than the maximum permitted, and the proposed location allows retail use. There are no 'Spa Services' businesses within 2,000' of the subject property and no conflicting uses within 300' of the subject property (as measured from door to door in a straight-line distance). The residence across Upper Hembree Road is approximately 320' away from the applicant's proposed location and the nearest home in Taylor Oaks subdivision to the west is approximately 340' away. The property is nearly ½-mile from Highway 9.

Far East Beauty is a new business providing cosmetology and spa services such as, facials and waxing. The applicant's business also provides microblading, semi-permanent make-up, lash extensions, make-up, and nails. Services are by appointment only. Hours of operation are proposed to be Monday – Saturday 9:00 AM – 7:00 PM. The applicant anticipates between 4-6 employees at the proposed location.

CONDITIONAL USE REVIEW CRITERIA

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

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

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

Response: The subject property was developed in compliance with site access regulations.

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

Response: The above-referenced site requirements have been met on the subject property.

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

Response: Approval of the applicant's business should not be injurious to the use and enjoyment of other property in the area. Spa Services businesses have been approved in other office condominium developments in the City, including A Healing Touch Day Spa and Organic Sugaring & Waxing at 1130 Powers Place and Tropical Bliss Spa & Beauty Bar at 5755 North Point Parkway.

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

Response: Not applicable.

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

Response: Approval of the applicant's business should not impede the normal and orderly development of surrounding properties. Spa Services businesses have been approved in other office condominium developments in the City, including A Healing Touch Day Spa and Organic Sugaring & Waxing at 1130 Powers Place and Tropical Bliss Spa & Beauty Bar at 5755 North Point Parkway.

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

Response: Spa Services businesses have been approved in other office condominium developments in the City, including A Healing Touch Day Spa and Organic Sugaring & Waxing at 1130 Powers Place and Tropical Bliss Spa & Beauty Bar at 5755 North Point Parkway.

7. Ensuring that the conditional use is appropriately separated from similar uses and conflicting uses, such as residences, government buildings, parks, churches or schools.

Response: There are no other Spa Services businesses in the immediate area or within 2,000' of the subject property. In addition, there are no conflicting uses within 300' of the property.

CONCURRENCES

Staff has reviewed the applicant's proposal finds that the requested conditional use does not conflict with the established review criteria. The proposed use exists in other office condominium developments in the City. If approved, conditions are recommended limiting the approval to Far East Beauty and limiting any expansion of services.

CITIZEN PARTICIPATION PLAN

The report submitted by the applicant states that property owners were contacted regarding the applicant's intent. The report states that one (1) call was received, but that there were no concerns.

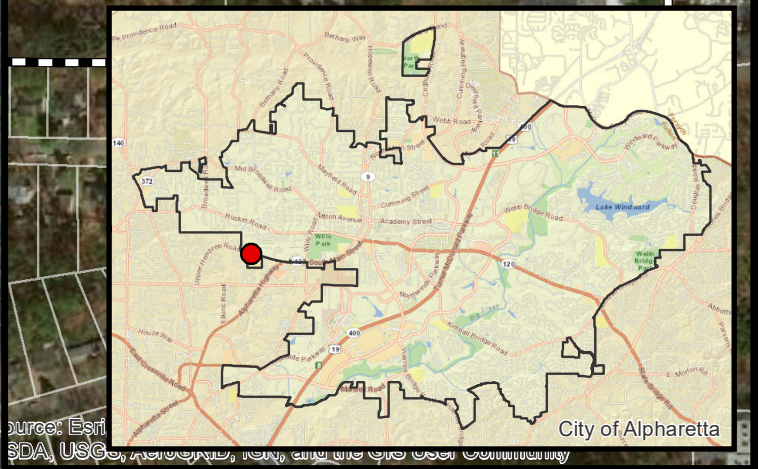
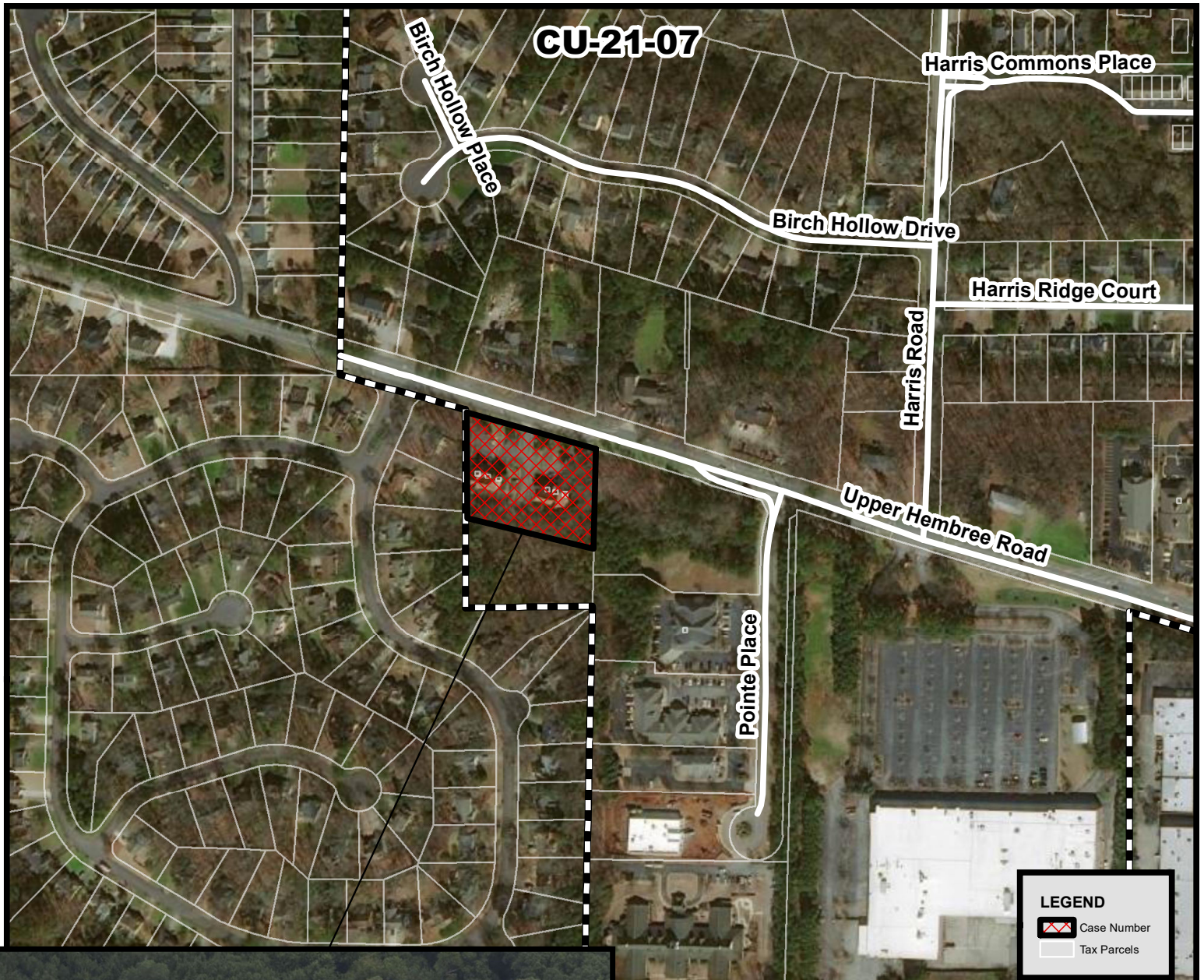
Staff received seven (7) letters of support for the applicant's request, including an approval letter from the Alpha-Atlanta Professional Plaza Condominium Association. One (1) objection was received with concerns that the business could be a front for illegal activity.

COMMUNITY ZONING INFORMATION MEETING

The CZIM was held on June 9, 2021. There were no public comments.

IV. ATTACHMENTS:

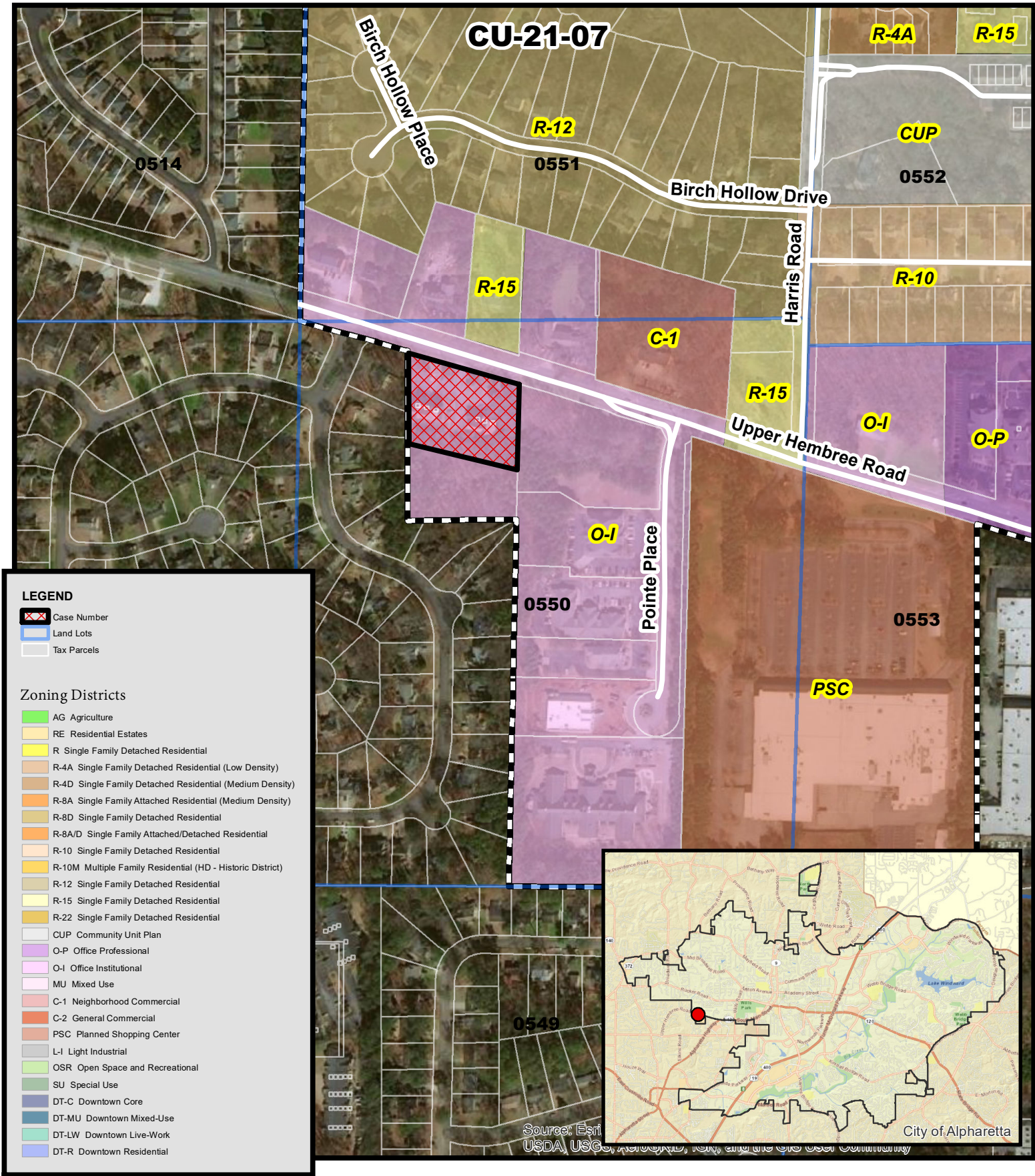
- Site Plan



Aerial Map
Far East Beauty
1115 Upper Hembree Rd

CU-21-07
D/LL: 1/2/550
PC Date: 7/1/21
CC Date: 7/26/21

Location Map Provided by:
Community Development - GIS

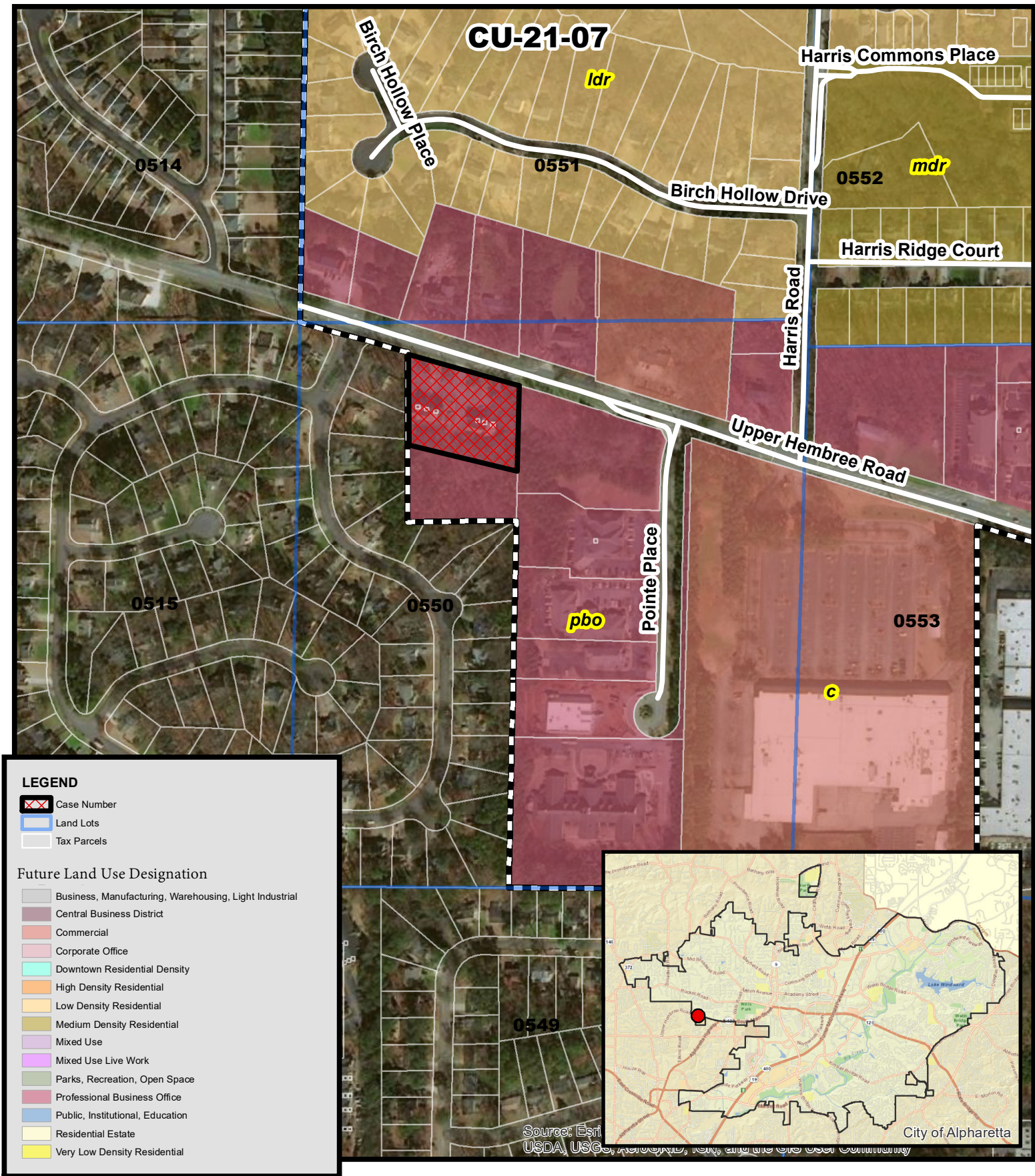


Zoning Map **Far East Beauty** **1115 Upper Hembree Rd**

CU-21-07
D/LL: 1/2/550
PC Date: 7/1/21
CC Date: 7/26/21

Location Map Provided by:
Community Development - GIS

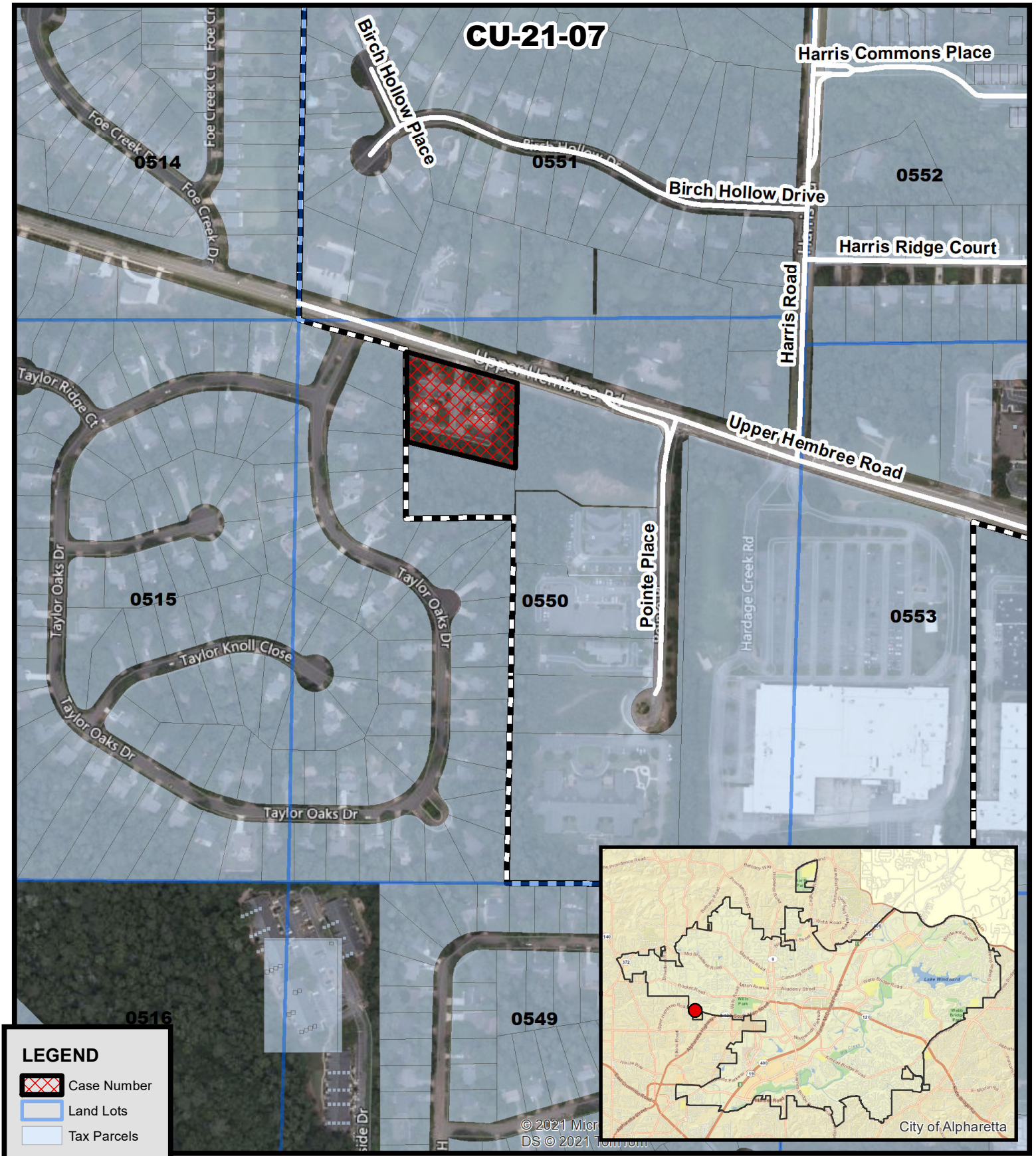




Future Land Use **Far East Beauty** **1115 Upper Hembree Rd**

CU-21-07
D/LL: 1/2/550
PC Date: 7/1/21
CC Date: 7/26/21

Location Map Provided by:
Community Development - GIS



Location Map
Far East Beauty
1115 Upper Hembree Rd

CU-21-07
D/LL: 1/2/550
PC Date: 7/1/21
CC Date: 7/26/21



Location Map Provided by:
Community Development - GIS



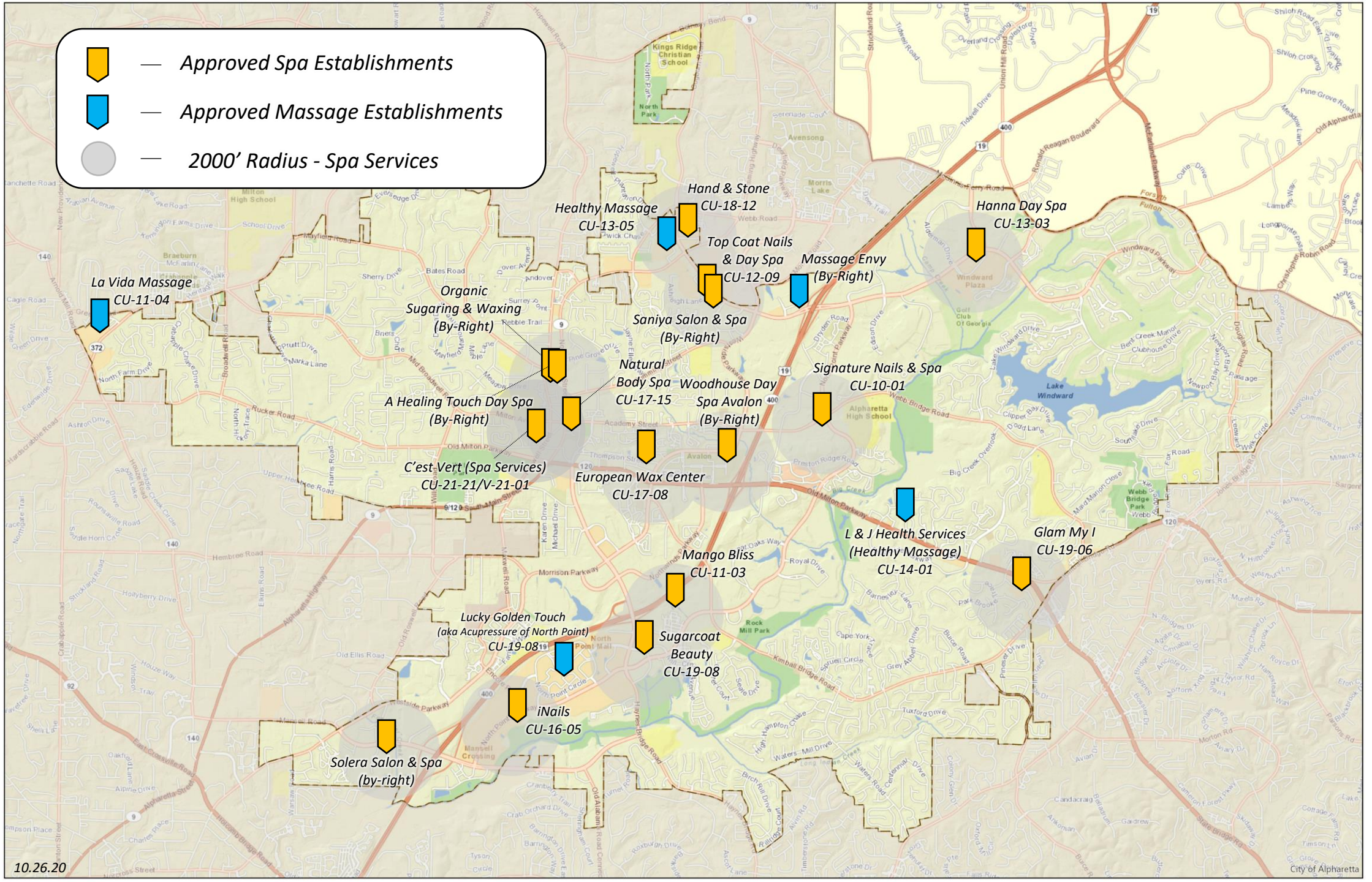
— Approved Spa Establishments



— Approved Massage Establishments



— 2000' Radius - Spa Services





COMMUNITY DEVELOPMENT
COMMUNITY ZONING INFORMATION MEETING
JUNE 9, 2021
ZOOM
6:00 PM

I. Staff Present

- a. Kathi Cook
- b. Michael Woodman
- c. Ben Kern
- d. Lauren Shapiro

II. Kimball 154

III. Far East Beauty

a. Applicant Presentation: David Weisser

- i. Wife purchased this suite to create a spa for facials, eyelashes, makeup, and other esthetician services.
- ii. Idea of creating a modern, high-end looking facility with bringing in art from China.

b. Public Comment

- i. There were no public comments or questions for this item.

IV. There were no chat comments for this CZIM.

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: **CU-21-07 Far East Beauty**

Contact Name: **David Weisser**

Telephone: **404-432-5163**

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.

One phone call received. No written correspondence received.

6/1 - Ellen called to state that the building we mailed to was sold.

Attached list of all address where the notification letter was mailed.

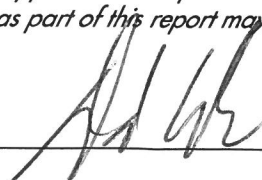
Method by which these individuals were contacted. Please mark all that apply. *Please provide samples of any and all written communications used to provide notification.*

- | | |
|--|---|
| ☒ 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: _____



DAVID WEISSER

Date: _____

Print Form

5/20/3021

David Weisser
7925 Highland Bluff NE
Sandy Spring, GA 30328

RE: Far East Beauty - Case # CU-21-07

Dear Property Owner:

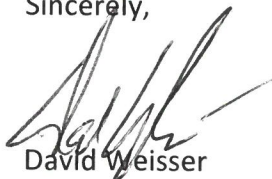
Please allow this letter to serve as public notice for a Conditional Use request at 1115 Upper Hembree Rd, Suite A Roswell, GA 30076 to use the space for full-service retail spa.

The Community Zoning Information Meeting (CZIM) for this request will be held on Wednesday, June 9th, 2021 at 6:00 p.m. via Zoom. The link to the meeting is <https://zoom.us/j/98955453468>. This is an informal meeting to allow the public to view public hearing requests, ask questions, and provide feedback.

This item will be considered by the Planning Commission on Thursday, July 1st, 2021 at 6:30 PM and City Council on Monday, July 26th, 2021 at 6:30 PM. The meetings will be held in the Council Chambers at City Hall, 2 Park Plaza, Alpharetta, GA 30009.

If you have any questions regarding the request, please feel free to contact me at your convenience. I can be reached at 404-432-5163.

Sincerely,



David Weisser

MOAFO SAMUEL TCHIO & TIGWA HONORIN
E D
1470 TAYLOR OAKS DR
ROSWELL GA 30076-1170

ICREATE LLC
11755 POINTE PL
ALPHARETTA GA 30076

HILL ROB & HILL SHANNON
1080 UPPER HEMBREE RD
ROSWELL GA 30076

WEBSTER W RAY & DEBI W
1355 TAYLOR OAKS DR
ROSWELL GA 30076

GRIFFIN REVOCABLE TRUST THE
1050 TAYLOR OAKS DR
ROSWELL GA 30076

LEET JOHN M & JUDITH L
1095 TAYLOR OAKS DR
ROSWELL GA 30076

RKM FAMILY L P
1150 UPPER HEMBREE RD
ROSWELL GA 30076

DORSETT DAVID EDWARDS & DORSETT LA
UREN MARIE
1060 TAYLOR OAKS DR
ROSWELL GA 30076

ROJO ESTEFANA & MEJIA ROGELIO
1040 TAYLOR OAKS DR
ROSWELL GA 30076

ATTOKAREN JOHN
15942 MANOR CLUB DR
ALPHARETTA GA 30004

MIODUSER SUSAN A & HUNTER JEFFREY E
1080 TAYLOR OAKS DR
ROSWELL GA 30076

SAFSTROM DAVID D & SHIRLEY E
8620 BIRCH HOLLOW DR
ROSWELL GA 30076

OLANSKY DERMATOLOGY ASSOC
3379 PEACHTREE RD # 500
ATLANTA GA 30326

HARWOOD JIMMY R & CAROLYN M
1010 TAYLOR OAKS DR
ROSWELL GA 30076

MAUNEY JAMES ROBERT & JENNIFER ELI
ZABETH
1085 TAYLOR OAKS DR
ROSWELL GA 30076

HEMBREE POINTE PROS LLC
11775 POINTE PL #104
ROSWELL GA 30076-4636

FLEMING LINDA B
1020 TAYLOR OAKS DR
ROSWELL GA 30076

LINK JOHN M & HEATHER
1075 TAYLOR OAKS DR
ROSWELL GA 30076-1165

HEMBREE POINTE PROS LLC
11775 POINTE PL #102
ROSWELL GA 30076

DESAI JASHVANT & PUSHPA
1030 TAYLOR OAKS DR
ROSWELL GA 30076

LANCELLOTTI ROBERT J
1000 TAYLOR OAKS DR
ROSWELL GA 30076

HOWERTON EVERETT III
515 POWERS COURT AVE
MILTON GA 30004

WEBB MAUDANE D
1110 UPPER HEMBREE RD
ROSWELL GA 30076

HARE ELINOR ET AL
2402 VILLAGE LN
ROSWELL GA 30075

VIRTUOSO OLIVIA
1035 TAYLOR OAKS DR
ROSWELL GA 30076

PERKSA INC
1100 UPPER HEMBREE RD
ROSWELL GA 30076-1142

SOUTHFUND PARTNERS I
270 CARPENTER DR STE 520
ATLANTA GA 30328

MILLEN STARR S
3522 ASHFORD DUNWOODY RD
ATLANTA GA 30319

ECHOLS BRANDON T
1070 TAYLOR OAKS DR
ROSWELL GA 30076

OSWALD GEORGE JR
195 FOREST AVE
MARIETTA GA 30060

WP BUSINESS SOLUTIONS LLC
4112 E PONCE DE LEON AVE
CLARKSTON GA 30021

GEORGIA CENTER FOR PSYCHIATRIC SER
VICES P C
1115 UPPER HEMBREE RD SUITE B
ROSWELL GA 30076

SZ CENTURY ALPHA LLC
3965 ASHLEY TRACE CT
LILBURN GA 30047

DAVIS RAY C
1105 UPPER HEMBREE RD STE C
ROSWELL GA 30076-0912

HARBEN ALAN
11775 POINTE PL # 103
ROSWELL GA 30076

HEMBREE POINTE PROS LLC
11775 POINTE PL # 101
ROSWELL GA 30076-4636

From: [David Weisser](#)
To: [Woodman, Michael](#)
Cc: [Shapiro, Lauren](#)
Subject: RE: Far East Beauty
Date: Tuesday, June 22, 2021 8:55:29 AM
Attachments: [image001.png](#)

CAUTION: This email originated from outside the City. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Michael,

Yes, I attended that Condo Association meeting last night and the conclusion was approval from the board. They will be writing a letter of recommendation and sending it to you. Should have that by the end of the week.

Thank you,

David Weisser
Creative Impressions

(770) 582-9936 Office
(404) 432-5163 Cell
www.creativeimpressions-signs.com

From: Woodman, Michael <mwoodman@alpharetta.ga.us>
Sent: Tuesday, June 22, 2021 8:43 AM
To: David Weisser <david@ci-signs.com>
Cc: Shapiro, Lauren <LShapiro@alpharetta.ga.us>
Subject: RE: Far East Beauty

David,

We have received 5 letters of support and 1 objection. Also, I received a called yesterday from someone with the condo association for the 1115 Upper Hembree Building. It sounded like a vote need to occur to allow a non-medical use at this location. I have not heard the result of that vote as of yet.

From: David Weisser <david@ci-signs.com>
Sent: Tuesday, June 22, 2021 8:37 AM
To: Woodman, Michael <mwoodman@alpharetta.ga.us>
Cc: Shapiro, Lauren <LShapiro@alpharetta.ga.us>
Subject: RE: Far East Beauty

CAUTION: This email originated from outside the City. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you Michael,

There should be a few letters of recommendation that were sent by some clients of Hong Bo Guo. Have you seen any of those that have been added to the file?

David Weisser

Creative Impressions

(770) 582-9936 Office

(404) 432-5163 Cell

www.creativeimpressions-signs.com

From: Woodman, Michael <mwoodman@alpharetta.ga.us>

Sent: Friday, June 18, 2021 1:32 PM

To: David Weisser <david@ci-signs.com>

Cc: Shapiro, Lauren <LShapiro@alpharetta.ga.us>

Subject: Far East Beauty

Good afternoon David.

Just wanted you to be aware of an objection that we received to your request. Please see attached. Public comments received by the City are included with the associated public hearing file as it moves through the process.

Best regards,

Michael A. Woodman, AICP

Senior Planner

City of Alpharetta

Community Development Department

2 Park Plaza

Alpharetta, Georgia 30009

(678) 297-6072

www.alpharetta.ga.us



Woodman, Michael

From: [REDACTED]
Sent: Friday, June 18, 2021 12:04 PM
To: Woodman, Michael
Cc: [REDACTED]
Subject: CU-21-07 Far East Beauty - Another Sex Massage Parlor?

CAUTION: This email originated from outside the City. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Mr Woodman,

I read a letter sent to me regarding consideration for a "Spa" at 1115 Upper Hembree Road, Suite A.

While I can totally understand that since the property has been vacant for 8 yrs, there is a need to find a tenant.

I would like to know how the City of Alpharetta will ensure that this IS NOT ANOTHER SEX MASSAGE venue disguised as a SPA?

We already have one nearby called "Heavenly Foot Massage" on HWY 9 south of the CVS pharmacy. Once I entered that place and I was quickly hasted out without explanation. I asked that I wanted a "foot massage" and I was told to get out.

Clearly, I know their intent was NOT to massage feet!

As I can imagine, authorities do not have the bandwidth to check the actual activities of these so called SPA places and FOOT Massage places. But WE ALL KNOW WHAT THESE ARE.

Please I beg you to **not** bring more crime into Alpharetta.

Regards,

Latka Family
Birch Hollow Dr

From: [REDACTED]
To: [Shapiro, Lauren](#)
Subject: Case CU-21-07 Far East Beauty - Recommendation
Date: Wednesday, June 9, 2021 5:35:36 PM

CAUTION: This email originated from outside the City. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms. Shapiro,

It is with great pleasure that I am writing a recommendation for my friend and most importantly my trusted skin consultant, Gigi. I have known Gigi and her husband, David Weisser for over 3+ years. I was recommended to Gigi by my trainer. Gigi is now like a member of my family and I refer to all of my professional friends and fellow female executives to her. We are all waiting for her business to open, as the demand for her exemplary services is great. Gigi's skincare is one of the most elevated experiences that I have had and I spent a considerable amount of time in China and Thailand.

Gigi and David are both successful in their own respective businesses BUT most importantly, they are a great team. The North Fulton Business Community would be very fortunate to have this hard-working family as part of your community. I hope that the city will quickly approve their business license, as her clients are excited to support her and the local economy.

I currently serve as CEO of FieldXperience and most recently served as the CEO of Leadercast for over 2 years. If you would like to call me for additional thoughts, please feel free to call my cell at [REDACTED]. Thank you so much and I look forward to hearing from you.

May you have a wonderful remaining week!

Angela Raub

--

Angela Raub
[REDACTED]

From: [REDACTED]
To: [Shapiro, Lauren](#)
Cc: [REDACTED]
Subject: Case number: CU-21-07 Far East Beauty
Date: Tuesday, June 22, 2021 2:39:31 PM

CAUTION: This email originated from outside the City. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms. Shapiro,

I write in support of the character of the owner of Far East Beauty and her permit to open her Alpharetta location.

I was introduced to Gigi by my dear friend and close neighbor, Angela Raub.

Gigi is an individual of impeccable character. She has supported herself and built her business since arriving the USA.

She is talented in all the services required in a beauty salon/shop. I have regularly been a client of hers for eyelash extensions, pedicures and most frequently, facials.

Furthermore, Gigi is very hard working entrepreneur and savvy business owner.

The proposed Alpharetta location of her new salon, Far East Beauty, will be an asset to the community and certainly successful.

I fully endorse and recommend Gigi as a solid, talented and hard working citizen; and furthermore, recommend approval of her case.

Please feel free to email, call, or txt me through my contact information below, if you have any questions or require additional information from me.

Sincerely
Alleen Deutsch

Alleen Deutsch

[REDACTED]

Sent from my iPhone

From: [REDACTED]
To: [Shapiro, Lauren](#)
Subject: Case# CU-21-07 Far East Beauty
Date: Sunday, June 6, 2021 3:33:32 PM

CAUTION: This email originated from outside the City. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To Whom It May Concern:

I have known Hong Bo Guo, also known as "Gigi" for 2 years. She is my esthetician and as I have come to know her I consider her a good friend as well.

Gigi takes her work very seriously, she works hard to perfect her craft and gives back by teaching other students. She does amazing work, I love her facials and skin care products. Gigi's beauty salon would be such an asset to the community. It is hard to find someone as passionate and dedicated to her field as Gigi.

When Gigi told me that she was having to meet with the planning commission I asked if I could write a letter in support of her business. Gigi is not only an educator in her field but provides exceptional service. I sincerely hope this will be taken into consideration.

I appreciate your time and consideration,
Cindee Murray

--

Cindee Murray

[REDACTED]

Keller Williams Realty - Peachtree Road
804 Town Boulevard NE, Ste A2040
Atlanta, GA 30319

BEWARE OF WIRE FRAUD!

WARNING: Wire fraud, email hacking and phishing attacks are on the rise! Email is neither secure nor confidential. If you receive an email from anyone concerning any transaction involving Keller Williams requesting you to wire funds anywhere or asking you to provide nonpublic personal information (such as credit or debit card numbers, or back account or bank routing numbers) by unsecured return email, NEVER respond to the message even if it appears to be sent by our company.

From: [REDACTED]
To: [Shapiro, Lauren](#)
Subject: CU-21-07 Far East Beauty
Date: Tuesday, June 8, 2021 2:56:34 PM

CAUTION: This email originated from outside the City. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Attn: Lauren Shapiro

2 Park Plaza
Alpharetta, GA 30009
lshapiro@alpharetta.ga.us

Re: Case number: CU-21-07 Far East Beauty

Dear Ms. Shapiro,

This letter is in support of Ms. Hong Bo Guo's new Day Spa, Far East Beauty. After extensively researching Ms. Guo's life for my novel *Spa Girl*, I am thrilled that she is finally achieving her lifelong dream of owning her own wellness and beauty day spa. She has studied and worked extensively in the beauty industry, both in China and the US, including the renowned Shanghai Theatre Academy and most recently at Ecobel Medical Spa in Buckhead, making her exceptionally qualified for this undertaking. Further, the location she has chosen, with its cosmetic dentistry and plastic surgery offices, seems ideally suited for an upscale beauty spa.

If you have questions or would like additional information, feel free to contact me.

Best regards and stay safe,

Virginia Gray, Bestselling Author

[Need a new book?](#)

[Check out the latest news](#)

[Let's be friends!](#)

"Virginia Gray is known for her intimate portrayal of women's lives, her attention to detail, and her trademark humor."

Penny M. Acosta

June 6, 2021

Lauren Shapiro
Planning Commission | City of Alpharetta
2 Park Plaza
Alpharetta, GA 30009

RE: Case CU-21-07 | Far East Beauty | Hong Bo Guo

Dear Ms. Shapiro,

I am writing to you today as I understand the Alpharetta Planning Commission is holding a permit for Far East Beauty, submitted by Hong Bo Guo.

Hong Bo Guo is my personal aesthetician and I have been using her services at least once a month for over two years. She is extremely professional and knowledgeable in all areas of aesthetics. I personally use her services for eye lash extensions, facials and laser treatments and will continue to use her beauty services for years to come.

Hong Bo was formally trained and currently teaches aesthetics. Her services and equipment are exceptional and state-of-the-art.

I am both excited and happy for her to achieve her life-long dream to open her spa and beauty studio in Alpharetta. I am very hopeful the Alpharetta City Council will approve her permit soon. She will be a true business asset and community supporter for the City of Alpharetta.

If you require any additional character or professional statements, I am happy to provide.

Thank you in advance for permit consideration and approval.

Best Regards,

Penny M. Acosta



June 4th 2021

City of Alpharetta
Community Development Department

RE: CU-21-07 Far East Beauty

To whom it my concern,

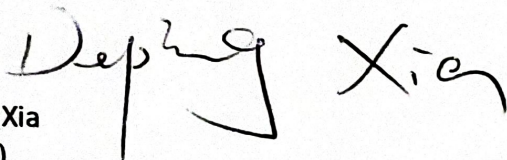
I am writing in support of the application for case **CU-21-07 Far East Beauty**. My name is Sherry (Deping Xia). I am the owner and operator of Summer Breeze Flowers & Gift at 9700 Medlock Bridge Rd, #180.

I would like to comment about the character of the person requesting this application for approval. I have known Hong Bo Guo (Guo Guo) for almost 10 years. I was very happy to hear that she would be opening her beauty business. Since coming to American she has been saving her money, going to school, and building her skills to become a business owner in the beauty industry. I was particularly impressed by her display of commitment by attending and graduating from Ethician school while she was pregnant. When I heard she purchased a building I was excited that her dreams would finally be fulfilled.

I believe that the services and talents Guo Guo has would be an asset to the community of Alpharetta. I had a problem with my eyebrow from a previous microblading service I received from another person. The eyebrow didn't look very good and gave me some anxiety. Guo Guo was able to fix my eyebrow and give me a new look that helped boost my confidence.

I hope that you would consider approving her application for so that she could fulfill her dream of owning a beauty studio and give her the opportunity to serve the community with her services.

Sincerely,

A handwritten signature in black ink that reads "Deping Xia". The signature is written in a cursive, flowing style. The first name "Deping" is written with a large, looped 'D' and the last name "Xia" is written with a large, looped 'X'.

Deping Xia
(Sherry)

ALPHA-ATLANTA PROFESSIONAL PLAZA
CONDOMINIUM ASSOCIATION, INC.

June 29, 2021

City of Alpharetta, Community Development Department
ATTN: Michael Woodman, AICP
2 Park Plaza
Alpharetta, GA 30009

RE: CU-21-07 Far East Beauty

Dear Mr. Woodman,

On behalf of the Members of Alpha-Atlanta Professional Plaza Condominium Association, I would like to reply to your notice of June 9, 2021 regarding the Conditional Use petition by the owner of Far East Beauty and 1115 Upper Hembree Road, Suite A, Roswell, GA 30076. Thank you for speaking with me by phone and explaining so clearly the issues involved. I was able to share that information with our HOA members at our meeting on June 21, and I am happy to report that **our group was unanimously in favor of having Far East Beauty operating in our complex** should the Planning Commission and City Council approve the Conditional Use zoning designation requested for "Spa Services" in this location. I will look forward to hearing of your decision in the near future.

Very Sincerely,



Pam Forbes, MD
President

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY

Case #: PHA210021☒ Fee Paid Initial: PC

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: David WeisserTelephone: 404-432-5163Address: 7925 Highland Bluff NE

Suite: _____

City: Sandy SpringsState: GAZip: 30328

Fax: _____

Mobile Tel: 404-432-5163Email: david@ci-signs.com**Subject Property Information:**Address: 1115 Upper Hembree RdCurrent Zoning: O-IDistrict: 1stSection: 2ndLand Lot: 550Parcel ID: 12 223605500035Proposed Zoning: Conditional UseCurrent Use: Unoccupied**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?

Far East Beauty will occupy Suite A and will operate as a full service spa offering goods and services including skin and body treatments.

Hours of operation will Monday – Saturday: 9:00am to 7:00pm. The plan is to employ 4-6 employees. Licensed estheticians will perform services like facials, semi-permanent make-up, waxing, lash extensions, make-up and nails. High-end professional service offering by appointment only. Website is <https://www.fareastbeautyspa.com/>

Applicant's Request (Please itemize the proposal):

Owner requests that Suite A (1115 Upper Hembree Rd) be granted a Conditional Use Permit so that Far East Beauty may operate a retail establishment offering Spa and Beauty Services.

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

The approval of this Conditional Use Permit would facilitate the fulfilling of the owners dream to deliver beauty services to the surrounding area. Guo Guo (owner) has studied her art for more than 15 years and saved up enough to purchase this suite and renovate it into her dream establishment. As a Chinese immigrant, she intends to follow her heritage and decorate with an eastern theme, but incorporate a modern and clean high-end design.

The suite has been vacate for more than 8 years and is in need an owner that will use the space to improve and support the surrounding community, if approved.

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: AJTW Holdings - Hong Bo Guo Telephone: 678-642-8825
Address: 1115 Upper Hembre Rd Suite: A
City: Roswell State: GA Zip: 33076 -

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: David Weisser Telephone: 404-432-5163
Address: _____ Suite: _____
City: Sandy Springs State: GA Zip: 30328 -

So Sworn and Attested:

Owner Signature:  Hong Bo Guo Date: 4/26/2021

Notary:

Notary Signature:  EXP 02-01-22 Date: 4/26/2021

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: Hong Bo Guo

Subject Public Hearing Case: Conditional Use Permit

Campaign Contribution Information:

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

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

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

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

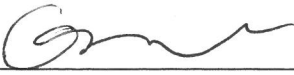
Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

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

Signature:  Hong Bo Guo Date: 4/26/2021

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: **David Weisser**

Subject Public Hearing Case: **Conditional Use Permit**

Campaign Contribution Information:

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

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

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

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

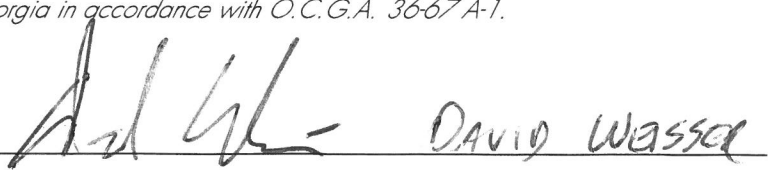
Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

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

Signature:  DAVID WEISSER Date: 4/26/2021

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

There are 6 suites on the property (1105 & 1115). All tenants are in the professional, service related industries, and this beauty spa will also be a professional, appointment only, service offering. The proposed use will be compatible with the surrounding properties.

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

A professional service offering like this would be a helpful amenity for residents in the surrounding area. No expectation of a decrease in the value of surrounding properties. This part of Upper Hembree Rd is predominantly commercial in its use.

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

Yes, but not for this owner/tenant. Building was purchased to fulfill a dream of delivering beauty services to the surrounding area. Approval of the Conditional Use Permit is necessary to continue forward.

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

No increase in population or traffic is expected. The maximum occupancy is 15 persons and expectation is to see no more than 3 clients at one time. The entrance of Suite A does not face the street, so there will be no disturbance to surrounding properties or tenants.

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

No impact.

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

The plan does allow for Conditional Use Permits for this type of business as long as it does not exceed 25%. There are 6 suites on the property and one 1 is requesting Conditional Use Permit.

The request is also consistent with additional rules. At least 300 feet from State Route 9, State Route 120 and any parcel occupied by a house of worship, public or private elementary or secondary school, public park, state-licensed day care facility, or any residence. 320' from nearest residence.

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

The suite has been vacant for more than 8 years, so having new owner anxious to put time and money into developing a service business is a welcome improvement to the area.

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.

N/A

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

N/A

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

N/A

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.

N/A

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

CITIZEN PARTICIPATION FORM - PART A

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

Public Hearing or Project Name: Far East Beauty

Contact Name: David Weissner Telephone: 404-432-5163

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.

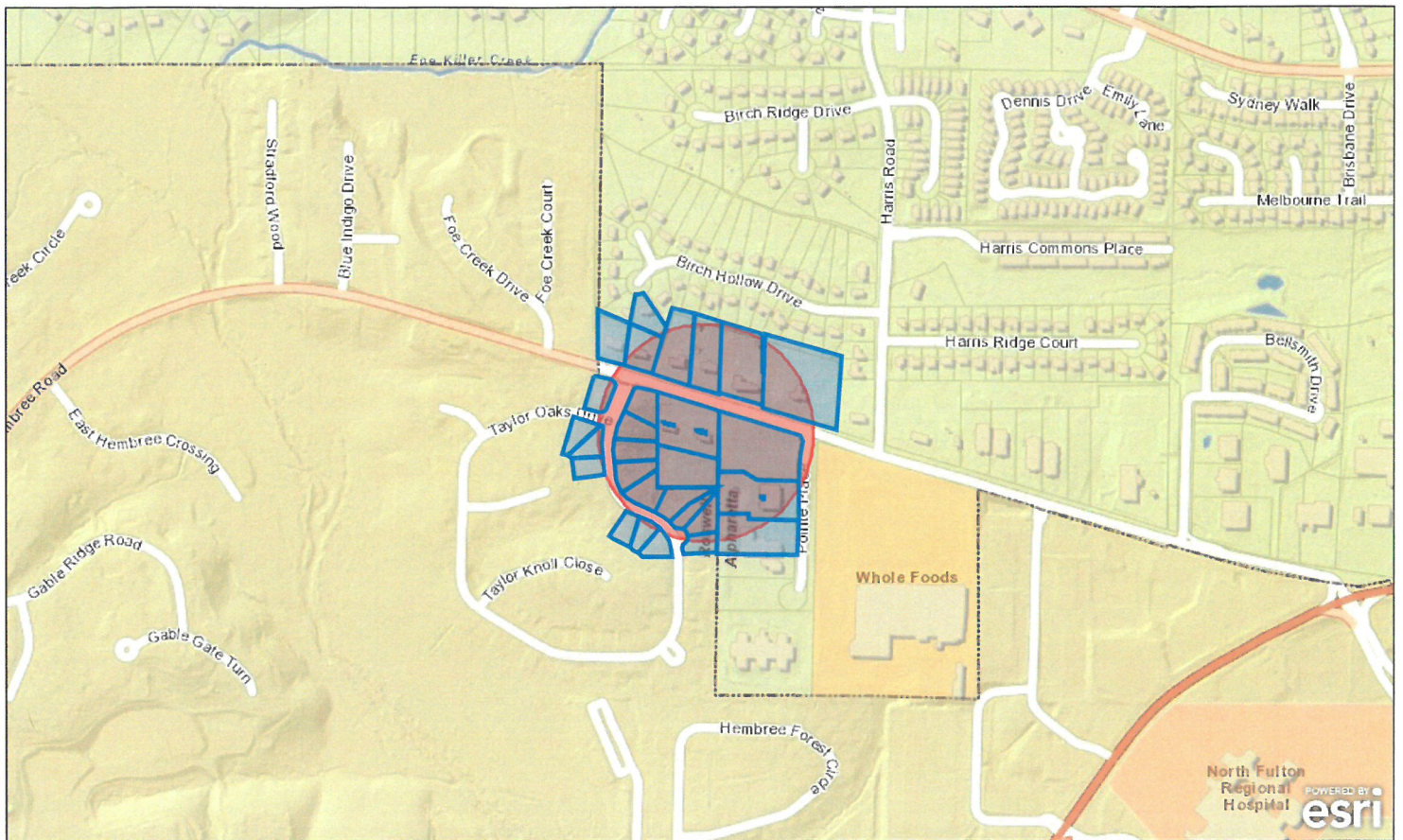
See attached list (AveryOutput)

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.

Adjacent property owners may contact applicant by phone or email. Contact information shall be provided in the letter mailed to adjacent property owners (500' feet).



MOAFO SAMUEL TCHIO & TIGWA HONORIN
E D
1470 TAYLOR OAKS DR
ROSWELL GA 30076-1170

ICREATE LLC
11755 POINTE PL
ALPHARETTA GA 30076

HILL ROB & HILL SHANNON
1080 UPPER HEMBREE RD
ROSWELL GA 30076

WEBSTER W RAY & DEBI W
1355 TAYLOR OAKS DR
ROSWELL GA 30076

GRIFFIN REVOCABLE TRUST THE
1050 TAYLOR OAKS DR
ROSWELL GA 30076

LEET JOHN M & JUDITH L
1095 TAYLOR OAKS DR
ROSWELL GA 30076

RKM FAMILY L P
1150 UPPER HEMBREE RD
ROSWELL GA 30076

DORSETT DAVID EDWARDS & DORSETT LA
UREN MARIE
1060 TAYLOR OAKS DR
ROSWELL GA 30076

ROJO ESTEFANA & MEJIA ROGELIO
1040 TAYLOR OAKS DR
ROSWELL GA 30076

ATTOKAREN JOHN
15942 MANOR CLUB DR
ALPHARETTA GA 30004

MIODUSER SUSAN A & HUNTER JEFFREY E
1080 TAYLOR OAKS DR
ROSWELL GA 30076

SAFSTROM DAVID D & SHIRLEY E
8620 BIRCH HOLLOW DR
ROSWELL GA 30076

OLANSKY DERMATOLOGY ASSOC
3379 PEACHTREE RD # 500
ATLANTA GA 30326

HARWOOD JIMMY R & CAROLYN M
1010 TAYLOR OAKS DR
ROSWELL GA 30076

MAUNEY JAMES ROBERT & JENNIFER ELI
ZABETH
1085 TAYLOR OAKS DR
ROSWELL GA 30076

HEMBREE POINTE PROS LLC
11775 POINTE PL #104
ROSWELL GA 30076-4636

FLEMING LINDA B
1020 TAYLOR OAKS DR
ROSWELL GA 30076

LINK JOHN M & HEATHER
1075 TAYLOR OAKS DR
ROSWELL GA 30076-1165

HEMBREE POINTE PROS LLC
11775 POINTE PL #102
ROSWELL GA 30076

DESAI JASHVANT & PUSHPA
1030 TAYLOR OAKS DR
ROSWELL GA 30076

LANCELOTTI ROBERT J
1000 TAYLOR OAKS LN
ROSWELL GA 30076

HOWERTON EVERETT III
515 POWERS COURT AVE
MILTON GA 30004

WEBB MAUDANE D
1110 UPPER HEMBREE RD
ROSWELL GA 30076

HARE ELINOR ET AL
2402 VILLAGE LN
ROSWELL GA 30075

VIRTUOSO OLIVIA
1035 TAYLOR OAKS DR
ROSWELL GA 30076

PERKSA INC
1100 UPPER HEMBREE RD
ROSWELL GA 30076-1142

SOUTHFUND PARTNERS I
270 CARPENTER DR STE 520
ATLANTA GA 30328

MILLEN STARR S
3522 ASHFORD DUNWOODY RD
ATLANTA GA 30319

ECHOLS BRANDON T
1070 TAYLOR OAKS DR
ROSWELL GA 30076

OSWALD GEORGE JR
195 FOREST AVE
MARIETTA GA 30060

WP BUSINESS SOLUTIONS LLC
4112 E PONCE DE LEON AVE
CLARKSTON GA 30021

GEORGIA CENTER FOR PSYCHIATRIC SER
VICES P C
1115 UPPER HEMBREE RD SUITE B
ROSWELL GA 30076

SZ CENTURY ALPHA LLC
3965 ASHLEY TRACE CT
LILBURN GA 30047

DAVIS RAY C
1105 UPPER HEMBREE RD STE C
ROSWELL GA 30076-0912

HARBEN ALAN
11775 POINTE PL # 103
ROSWELL GA 30076

HEMBREE POINTE PROS LLC
11775 POINTE PL # 101
ROSWELL GA 30076-4636

PHASE ONE	0.7933
TRACT ONE	0.7579
TRACT TWO	1.0252
FUTURE DEV.	
TOTAL	2.6554



Signature: *August Bellman*

DESIGN DEVELOPMENT, INC.

WILL GET IN DR TRUCK 2ND SEC NOW

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 01-27-2001 BY 60322 UCBAW

LAND DEVELOPING COMPANY

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 08-21-2008 BY 60322
UCBAW

06.1.77

DATE: 11/15/1997 4:44 PM
 TO: ALL 3,000 OFFICERS FOR THE FOLLOWING
 FROM: AALCIS 1007 4:44 PM 11/15/97

5714-0978-1569 02
11/07/85 09:14:15

IV: SUMMARY

1105 BUILDING

1947

ini

17

5115 BUILDING

LINE 3 'A'

1917, B.

10-11-67

NOTE: ALL AREAS OUTSIDE THE STUCCOED EXTERIOR WALLS OF THE BUILDINGS ARE COMMON AREAS. THE MECHANICAL ROOMS IN UNIT 'A' OF EACH BUILDING IS ALSO COMMON AREA.

COMMON AREA.

2.5622 AC

5077

C. 0832 A.

مجلس علماء الهند - ۱۳۷۵ھ

1. Bookkeeper Mr. J. H. Smith, 1000 1st St. N. W., Wash. D. C.

[illegible]

ALL UNEMPLOYMENT BENEFITS ARE CONSIDERED IN THE PAY OR COMPENSATION.



YETON, LLC
1115 HEMBREE RD. STE. A
ROSWELL, GA 30076
770.426.1115
WWW.YETONLLC.COM

INTERIOR BUILD-OUT FOR
FAR EAST BEAUTY
1115 UPPER HEMBREE RD., STE. A
ROSWELL, GA 30076



CON

1115 HEMBREE RD. STE. A
ROSWELL, GA 30076

RELEASES / DATES
DESIGNED BY: YETON, LLC
DATE: 12/15/2017
CHECKED BY: YETON, LLC
DATE: 12/15/2017
APPROVED BY: YETON, LLC
DATE: 12/15/2017

NOT FOR CONSTRUCTION
RELIEVED FOR CONSTRUCTION
DATE: 12/15/2017
DATE: 12/15/2017
DATE: 12/15/2017

SHEET TITLE
LIFE SAFETY
FLOOR PLAN
PROJECT NUMBER
11155001
SHEET NUMBER
A-0.2

LIFE SAFETY NOTES

- LIFE SAFETY NOTES:**
- EXIT SIGNS SHALL BE MOUNTED ABOVE THE DOOR WITH THE NEAREST EDGE OF THE SIGN WITHIN 2" OF THE DOOR FRAME UNLESS NOTED OTHERWISE.
 - EXIT SIGNS SHALL BE LOCATED AND OF SUCH SIZE, SPACING, COLOR, AND DESIGN THAT IS READILY VISIBLE AND SHALL PROVIDE CONTRAST WITH DECORATIVE, INTERIOR FINISHES, OR OTHER SIGNS.
 - PANIC HARDWARE SHALL CONSIST OF CROSS BARS OR PUSH PADS, THE ACTUATING PORTION OF WHICH EXTENDS ACROSS NOT LESS THAN ONE-HALF OF THE WIDTH OF THE DOOR LEAF AND NOT LESS THAN 34", NOR MORE THAN 45", ABOVE THE FLOOR.
 - REQUIRED PANIC HARDWARE AND FIRE EXIT HARDWARE SHALL NOT BE EQUIPPED WITH ANY LOCKING DEVICE, SET SCREW, OR OTHER ARRANGEMENT THAT PREVENTS THE RELEASE OF THE LEAF WHEN PRESSURE IS APPLIED TO THE RELEASE DEVICE.
 - ALL REQUIRED EXITS SHALL MEET ADA AND OR GEORGIA ACCESSIBILITY CODE (WHICHEVER IS MORE STRINGENT) FOR CLEARANCE, THRESHOLD, SURFACE, HARDWARE, AND AREAS OF TRAVEL AS APPLICABLE.
 - EXIT DOORS, THROUGH SIGNS AND FIRE RATED PARTITIONS ARE TO BE SEALED AND PROTECTED WITH DOORS AND THE SYSTEMS AND LISTING NUMBER AS DESCRIBED AND DETAILED ON UL DETAIL SHEET.
 - CORRIDOR PARTITIONS, SMOKE STOP PARTITIONS, HORIZONTAL EXIT ENCLOSURES, AND FIRE WALL SHALL BE EFFECTIVELY AND PERMANENTLY IDENTIFIED WITH SIGNS OR STENCILING ABOVE ANY DECORATIVE CEILING AND/OR IN CONCEALED SPACE WITH LETTERS A MINIMUM OF TWO (2) INCHES HIGH. THE SIGN SHALL BE PLACED ON THE PARTITION OR WALL, OR IN THE CENTER WITH A MINIMUM OF ONE PER WALL OR BARRIER. THE HOURLY FIRE RATING SHALL BE INCLUDED ON ALL RATED BARRIER OR WALLS.
 - WHERE FIRE EXTINGUISHERS ARE SURFACE-MOUNTED, CONTRACTOR SHALL PROVIDE A STANDARD WALL MOUNTING BRACKET FOR EACH EXTINGUISHER.
 - PROVIDE FIRE EXTINGUISHERS HAVING A MINIMUM RATING OF 2-A, 10-B, C, FOR EVERY 3,000 SQ. FT. EXTINGUISHERS SHALL CONSPICUOUSLY BE LOCATED AND READILY ACCESSIBLE, THE BOTTOM OF EXTINGUISHER SHALL NOT BE LESS THAN 4 INCHES FROM THE FINISHED FLOOR. TRAVEL DISTANCE TO AN EXTINGUISHER SHALL NOT EXCEED 75 FEET.

LEGEND

- PER NFPA 101 SECTION 4.6.6.2
ILLUMINATION AND EMERGENCY LIGHTING
- EXIT SIGN
 - EMERGENCY LIGHT
 - OUTDOOR EMERGENCY LIGHT
 - PORTABLE FIRE EXTINGUISHER CLASS ABC
 - FIXED FIRE EXTINGUISHER CLASS K
 - EGRESS PATH

TRAVEL DISTANCE

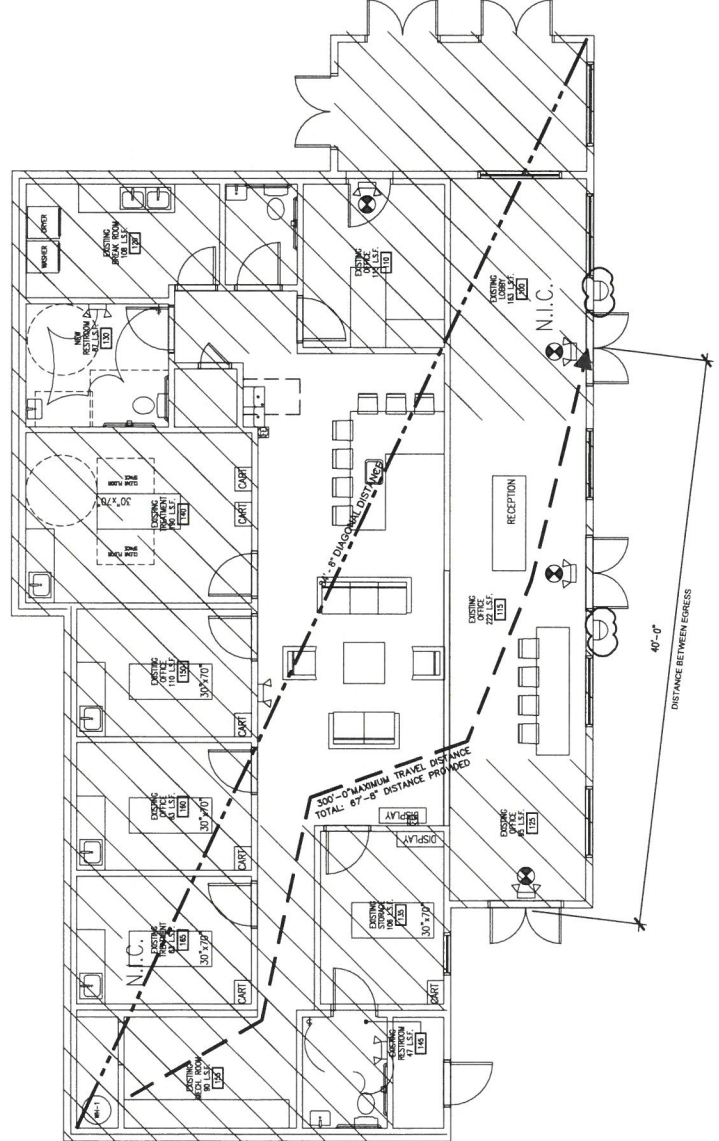
- DIAGONAL DISTANCE: 84'-8"
- DISTANCE BETWEEN EGRESS EXITS: 40'-2" > (60'-0")/3
- THE MAXIMUM ALLOWED TRAVEL DISTANCE: 300'-0" PER NFPA 101
- THE LONGEST TRAVEL DISTANCE: 67'-8"

OCCUPANT LOAD CALCULATION

- PER NFPA 101 SECTION 7.3.1.2, OCCUPANCY GROUP: B
- TOTAL AREA: 2,576 SQ. FT.**
- OFFICE AREA: 1,928 SQ. FT.
1,928 SQ. FT. / 150 PER PERSON = 13 PERSONS
 - RECEPTION AREA: 158 SQ. FT.
158 SQ. FT. / 15 PER PERSON = 10 PERSONS
 - STORAGE: 90 SQ. FT.
90 SQ. FT. / 500 PER PERSON = 1 PERSON
 - RESTROOM, CORRIDOR: 224 SQ. FT.
- TOTAL OCCUPANT LOAD: 21 PERSONS**
- 21 X 0.2 = 4.2' TOTAL EGRESS WIDTH REQUIRED
- 1 (24") DOOR EGRESS WIDTH PROVIDED
- 1 (36") DOOR EGRESS WIDTH PROVIDED
- TOTAL 108" EGRESS WIDTH PROVIDED**



2 OUTDOOR WALL PACK
SCALE: N.T.S.



1 LIFE SAFETY PLAN
SCALE: 1/4" = 1'-0"

FAR EAST BEAUTY SPA IS COMING SOON!
Appointments only: (678) 650-0825

FAR EAST

Home About Us Services Gallery Contact

Make Appointment now



Welcome to Far East Beauty Spa for all your beauty needs.

Guo Guo has a gift for understanding beauty, she has been perfecting her art for more than 15 years. Guo Guo has traveled to many locations throughout the far east and apprenticed under the very best. Her studies include make-up applications, semi-permanent makeup, skin care. Guo Guo brings her cutting edge techniques from Asia to Atlanta. A professional, state of Georgia, licensed esthetician with an artist eye for design and execution.

Make Appointment now

FAR EAST

Home About Us Services Gallery Contact

Services

Services & prices

View the prices for semi-permanents, touch ups, make up, lashes, classical and 3D volume fillers and facials.

Facial

Far East techniques create a unique experience for each of the treatments available. We use high quality products for all services. From relaxing basic facials to deep cleansing, you will experience a transformation. After treatment and anti-aging treatments will provide a wonderful experience.

See Services

Semi Permanent make-up

The makeup artist Guo Guo, has a natural ability to design the best and most natural looking eyebrows, eyeliner or lip pigmentation. Each client receives personal consultation and customized colors in consideration of their individual hair color and skin tone. Guo Guo believes less is more, natural is better.

See Services

FAR EAST

Home About Us Services Gallery Contact

Make Appointment now



Welcome to Far East Beauty Spa for all your beauty needs.

Guo Guo has a gift for understanding beauty, she has been perfecting her art for more than 15 years. Guo Guo has traveled to many locations throughout the far east and apprenticed under the very best. Her studies include make up application, Semi-permanent makeup, skin care. Guo Guo brings her cutting edge techniques from Asia to Atlanta. A professional, state of Georgia, licensed esthetician with an artist eye for design and execution.

Your Beauty is my responsibility!

Far East beauty treatments nearby

Far East Beauty spa

SERVICES

SEMI-PERMANENT Micro-blading \$400 Micro-shading \$600 Eye Liner \$600 Lash Enhancement \$400 Lip Color \$600 TOUCH UP 1-3 Months \$125 3-6 Months \$175 6-12 Months \$225 MAKE UP Day/Evening Make Up \$45 Wedding Make Up & Style \$300	LASHES Classical Lash - Full Set \$150 3D Volume - Full Set \$180 Keratin Lash Lifting \$90 Lash Tinting \$45 Brow Tinting \$45 Lash Removal \$20 CLASSICAL FILL 2 Weeks \$50 3 Weeks \$60 4 Weeks \$70 3D VOLUME FILL 2 Weeks \$60 3 Weeks \$70 4 Weeks \$80 FACIALS Environmental Facials \$70
---	---

FAR EAST

*If you return with 70% of lashes missing, it will be considered a full replacement set.

FAR EAST

Guo Guo

Guo Guo has a gift for understanding beauty. She has been perfecting her art for more than 15 years. Guo Guo has traveled to many locations throughout the far east and apprenticed under the very best. Her studies include make-up applications, semi-permanent makeup and skin care. Guo Guo brings her cutting edge techniques from Asia to Atlanta. A professional, state of Georgia, licensed esthetician with an artist eye for design and execution.

BEFORE & AFTER



Guo Guo
is your answer!

Mobile: 678-642-8825

Find us on **FAR EAST BROWS**



1115 Upper Hembree Rd
Suite A
Roswell, GA 30076



DESIGN DEVELOPMENT, INC.
 1000 N. 10th St., 1st Floor
 GEORGETOWN, GEORGIA
 31204
 PREPARED BY
 LAND DEVELOPING COMPANY
 1000 N. 10th St., 1st Floor
 GEORGETOWN, GEORGIA 31204

REV: MAY 15, 1997. SHOW ADDITION
 TO EXIST. BLDGS. #1115
 UNIT SUMMARY

- #1105 BUILDING
 - UNIT 'A'
 - UNIT 'B'
 - UNIT 'C'
- #1115 BUILDING
 - UNIT 'A'
 - UNIT 'B'
 - UNIT 'C'

NOTE: ALL AREAS
 OUTSIDE THE STUCCOED
 EXTERIOR WALLS OF
 THE BUILDINGS ARE
 COMMON AREAS. THE
 MECHANICAL ROOMS
 IN UNIT 'A' OF EACH
 BUILDING IS ALSO
 COMMON AREA.

COMMON AREA-

2.5022 AC

BLDGs.

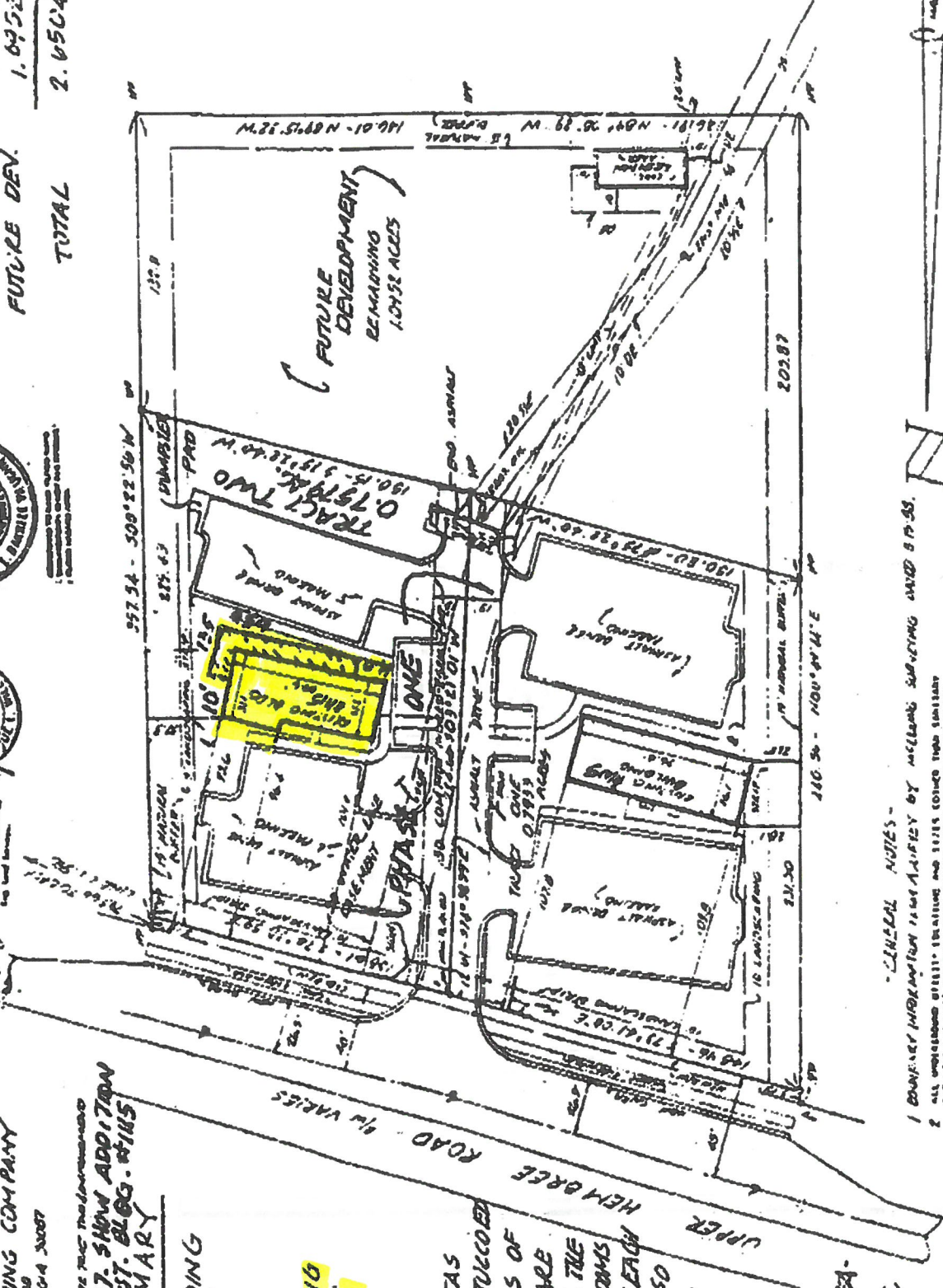
0.0882 AC

ACREAGE SUMMARY

PHASE ONE	0.7933
TRACT TWO	0.7579
FUTURE DEV.	1.0352
TOTAL	2.5864



Signature: [Signature]
 Title: [Title]



- GENERAL NOTES -
1. CONVEYANCE INFORMATION IS BASED UPON RECORDS BY RECORDS SURVEYING DATED 8/19/95.
 2. ALL UNDERGROUND UTILITIES, INCLUDING BUT NOT LIMITED TO, SANITARY AND SEWER LINES, ARE SHOWN ON THIS PLAN. THESE UTILITIES WERE OBTAINED BY VISUAL SURVEY AND NOT BY EXCAVATION. THE INFORMATION FROM VISUAL SURVEY IS NOT GUARANTEED. THE INFORMATION FROM VISUAL SURVEY IS NOT GUARANTEED. THE INFORMATION FROM VISUAL SURVEY IS NOT GUARANTEED.
- ALL UTILITY EASEMENTS ARE CONSIDERED BY THE PDS
 OR CONTRACT.

FAR EAST BEAUTY

ROSWELL, GA 30076

Owner:	MR. DAVID WEISSER, TEL: 404-432-5163, david@dc-signs.com
Architect:	Y STUDIO, LLC TEL: 770-355-7423
Engineer:	SING ENGINEERING 1670 SPECTRUM DRIVE LAWRENCEVILLE, GA 30043 TEL: (404) 992-3052 ysing@singengineering.com

- INTERNATIONAL BUILDING CODE,
 - 2018 EDITION, WITH GEORGIA AMENDMENTS (2020)
- INTERNATIONAL RESIDENTIAL CODE,
 - 2018 EDITION, WITH GEORGIA AMENDMENTS (2020)
- INTERNATIONAL FIRE CODE,
 - 2018 EDITION, WITH GEORGIA AMENDMENTS (2020)
- INTERNATIONAL PLUMBING CODE,
 - 2018 EDITION, WITH GEORGIA AMENDMENTS (2020)
- INTERNATIONAL MECHANICAL CODE,
 - 2018 EDITION, WITH GEORGIA AMENDMENTS (2020)
- INTERNATIONAL FUEL GAS CODE,
 - 2018 EDITION, WITH GEORGIA AMENDMENTS (2020)
- NATIONAL ELECTRICAL CODE,
 - 2017 EDITION, WITH NO GEORGIA AMENDMENTS
- INTERNATIONAL ENERGY CONSERVATION CODE,
 - 2015 EDITION, WITH GEORGIA SUPPLEMENTS AND AMENDMENTS (2020)
- NFPA 101
 - LIFE SAFETY CODE 2018 EDITION WITH STATE AMENDMENTS (2020)
- 2010 ADA STANDARD FOR ACCESSIBLE DESIGN

1. REMOVE EXISTING PARTITION AND RESTROOM REPLACING WITH A NEW HEADER
2. ADDING A NEW RESTROOM.

[illegible]

SHEET	TITLE	PLANNING
C-1	COVER SHEET / DRAWING INDEX	
A-0.1	GENERAL NOTES/ADA	P-1 PLANNING PLANS
A-0.2	LIFE SAFETY CODE	P-2 PLANNING REAR DIAGRAMS
A-1.0	EXISTING & FUTURE PLAN AND PROPOSED FLOOR PLAN	E-1 PLANNING PLANS
A-1.1	ARCHITECTURAL SCHEDULES	M-1.0 MECHANICAL
A-2.0	ARCHITECTURAL SCHEDULES	M-1.2 HANG PLANS
A-3.0	GENERAL	
A-4.0	GRADE ELEVATION AND SECTION	

A SIGN CLEARLY STATING THAT SMOKING IS PROHIBITED SHALL BE CONSPICUOUSLY POSTED BY THE BUILDING OWNER, OPERATOR, MANAGER OR OTHER PERSON IN CONTROL IN EVERY PUBLIC PLACE AND PLACE OF EMPLOYMENT.

"NO SMOKING" SIGNS OR THE INTERNATIONAL "NO SMOKING" SYMBOL CONSISTING OF A PICTURE REPRESENTATION OF A BURNING CIGARETTE ENCLOSED IN A RED CIRCLE WITH A RED BAR ACROSS IT SHALL BE POSTED.

Legend

- Major cities
- Highways
- Geographical features

Scale

0 10 20 Miles
0 10 20 Kilometers

[illegible]

THE UNIVERSITY OF CHICAGO



INTERIOR BUILD-OUT FOR
FAR EAST BEAUTY

[illegible]

[illegible][illegible][illegible][illegible]


1 NEW, NON-RATED
PARTITION WALL

ROOM FINISH SCHEDULE						
ROOM NO.	ROOM NAME	WALL	FLOOR		CEILING	NOTE
			FLOOR FINISH	BASE		
	RESTROOM		CERAMIC TILE	PLASTIC RUBBER BASE	EXISTING GYPSUM BO	-
130		PAINT ON 5/8" GYPSUM BOARD				-

NOTE:

1. **ALLS -** OWNER TO VERIFY THAT ALL FINISHES ARE IN ACCORDANCE WITH THE FINISH SCHEDULE.
2. **CC AND OWNER TO VERIFY** THAT ALL DIMENSIONS MEET ARCHITECT AND CITY REQUIREMENTS.
3. **THE SHOWN MAY NOT REPRESENT THE FIELD CONDITION** AND THEREFORE, THE DIMENSION REMAINS DURABLE AND NON-ABRASIVE.
4. **ALL FINISHES MUST BE DURABLE AND NON-ABRASIVE** TO THE WALLS CAN BE EASILY CLEANED AND THE SURFACE FINISHES MUST BE DURABLE AND NON-ABRASIVE.
5. **ALL LIGHTING FIXTURES MUST BE SHIELDED** TO PREVENT GLARE IN THE RESTROOMS.
6. **GO TO REPAIR AND REPLACE EXISTING FINISH AS NEEDED.**
7. **RESTROOMS MUST BE** OF THE CONDITION IN COLOR, SHAPES, SURFACES, NONABRASIVE AND EASILY CLEANABLE.

NOTE TO FIELD VERIFY: ALL THE CONDITION OF THE FINISH MATERIALS AND REPAIR OR REPLACE IF NECESSARY.

RESTROOM NOTE

WHEN MIRRORS ARE PROVIDED, THEY SHALL BE LOCATED ABOVE LAVATOIRES OR COUNTERTOPS SHALL BE INSTALLED WITH THE BOTTOM EDGE OF THE REFLECTING SURFACE 40 INCHES MAXIMUM ABOVE THE FINISHED FLOOR.

MIRRORS NOT LOCATED ABOVE
LAVATOIRES OR COUNTERTOPS SHALL
BE INSTALLED WITH THE BOTTOM EDGE
OF THE MIRROR AT A MINIMUM OF
36 INCHES ABOVE THE FINISHED FLOOR
PER SECTION 603.3 OF THE 2010 ADA
STANDARD FOR ACCESSIBLE DESIGN.

(PAPER DISPENSERS) SHALL BE 7 INCHES
HIGHER THAN THE WATER CLOSET MEASURED
FROM THE CENTLINE OF THE DISPENSER.
THE OUTLET OF THE DISPENSER SHALL
BE 15 INCHES ABOVE THE FINISHED FLOOR
AND THE MAXIMUM ABOVE THE FINISHED FLOOR
SHALL BE 48 INCHES. THE MINIMUM
HIGHER THAN THE WATER CLOSET SHALL BE
18 INCHES PER SECTION 604.7 OF THE 2010
ADA STANDARD FOR ACCESSIBLE DESIGN.

(PAPER DISPENSERS) SHALL BE 7 INCHES MINIMUM AND 9 INCHES MAXIMUM IN FRONT OF THE WATER CLOSET MEASURED TO THE CENTERLINE OF THE DISPENSER. THE OUTLET OF THE DISPENSER SHALL BE 15 INCHES MINIMUM AND 48 INCHES MAXIMUM ABOVE THE FINISH FLOOR AND SHALL NOT BE LOCATED BEHIND GRAB BARS PER SECTION 604.7 OF THE 2010 ADA STANDARD FOR ACCESSIBLE DESIGN.

ALL EXIT SHALL BE IDENTIFIED BY TACTILE SIGNS
COMPLYING WITH 703 OF 2010 A.D.A. STANDARDS
FOR ACCESSIBLE DESIGN.

THE TACTILE CHARACTER ON SIGNS SHALL BE LOCATED 48 INCHES MINIMUM ABOVE THE FINISH FLOOR OR GROUND SURFACE, AND 60 INCHES MAXIMUM.

THE SIGN FOR EXIT DOOR SHALL BE LOCATED ALONGSIDE THE DOOR AT THE LATCH SIDE. WHERE A TACTILE SIGN IS PROVIDED AT DOUBLE DOORS WITH TWO ACTIVE LEAFS, THE SIGN SHALL BE LOCATED TO THE RIGHT OF THE RIGHT HAND DOOR. WHERE THERE IS NO WALL SPACE AS MENTIONED ABOVE, SIGNS SHALL BE LOCATED ON THE NEAREST ADJACENT WALL.

DESIGNS CONTAINING TACTILE CHARACTERS SHALL BE LOCATED SO THAT A CLEAR FLOOR SPACE OF 18 INCHES MINIMUM BY 18 INCHES MINIMUM, IS CENTERED ON THE TACTILE CHARACTERS, IS PROVIDED BEYOND THE ARC OF ANY DOOR SWING WHEN THE DOOR IS IN THE CLOSED POSITION AND 45 DEGREES OPEN POSITION.

FAR EAST



1115 HEMBREE RD. STE. A
ROSWELL, GA 30076

RELEASES / DATES

03/22/2021	PER CITY &	DATE:
OWNER COMMENTS		
		DATE:
		DATE:
		DATE:
		DATE:

NOT FOR CONSTRUCTION ☐ ☒ RELEASED FOR CONSTRUCTION

DRAWN BY: L. YEAM

REVIEWED BY: L. YEAM

DATE: 11/11/11

DATE: .20.2021
PROJECT NUMBER: Y2020-AHC1-01

SHEET NUMBER

A-1.1.1

[illegible]

SYMBOL	DESCRIPTION	NOTES
	PANELBOARD	
	DISCONNECT	
	DUPLEX RECEPTACLE N: NEW/ E: EXISTING/ R: REPLACE	
	WEATHER PROOF/ GFCI DUPLEX RECEPTACLE N: NEW/ E: EXISTING/ R: REPLACE	
	DUPLEX CEILING MOUNTED RECEPTACLE N: NEW/ E: EXISTING/ R: REPLACE	
	QUAD RECEPTACLE N: NEW/ E: EXISTING/ R: REPLACE	
	DATA OUTLET N: NEW/ E: EXISTING/ R: REPLACE	
	CONDUIT RUN – ARROW DENOTES HORIZONTAL	
	CONDUIT UNDER SLAB OR BELOW GRADE EXPOSED CONDUIT	
	JUNCTION BOX	
	DUCT MOUNTED SMOKE DETECTOR	

1. ALL POWER OUTLETS IN THE EMPLOYEE LOUNGE ARE TO BE GFCI.
2. ALL POWER OUTLETS IN THE RESTROOM ARE TO BE GFCI.
3. ALL POWER OUTLETS IN THE OFFICE/PUBLIC AREA TAMPER RESISTANCE RECEPTACLE MOUNTED 18" AFF. UON.

KEY NOTES

- ① EXISTING 200 AMP PANEL A
- ② EXISTING 150 AMP PANEL B

ORDER NEW CABLE FOR RECEPTION DESK OFFICE EMPLOYEE LOUNGE RESTROOMS AND DATA SUPPLY RM GC TO COORDINATE WITH THE OWNER FOR THE EXACT LOCATION GC TO COORDINATE WITH THE SUB CONTRACTOR FOR THE DATA LINE INSTALLATION.

EXISTING ELECTRICAL SERVICE FOR EX. AHU-1, EX. AHU-2, EX. EXHIBIT CASE, ETC.

G.C. TO FIELD VERIFY EXISTING SITE CONDITION AND NOTIFY ARCHITECT IF THERE IS ANY DISCREPANCY.

POWER PLAN
SCALE: 3/16" = 1'-0"

HVAC SCHEDULES

FAN SCHEDULE

MARK	LOCATION	TYPE	CFM	HP	W/PH/AZ	WEIGHT (LB)	REMARKS	NOTES
EF-1	RESTROOM	CEILING MOUNT	75	1.0	110/1/60	---	---	NEW

ALL EXISTING SUPPLY & RETURNS, ALL USE AS IS, PROVIDE NEW SUPPLY AIR GRILLE AND RETURN FOR NEW OFFICE, NEW RESTROOM AND EMPLOYEE LOUNGE AS SHOWN, TIE TO EXISTING MAIN DUCT, V.I.F. PROVIDE NEW EF-2 FOR NEW RESTROOM, TIE TO EXISTING EF VENT, V.I.F.

MECHANICAL NOTES

- Mechanical contractor shall obtain all necessary permits for the work.
- Contractor shall make the installation of the equipment operable for the intended use to meet the current code requirements.
- Duct work shall pass leak test.
- All duct work shall have proper insulation.
- 2" thick fire insulation shall have access door to clean inside.
- Clear of exiting air handling diffusers in the space.

NOTE:

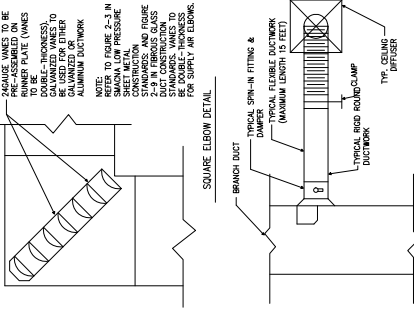
Low pressure insulated flexible duct shall be designed in accordance with the ACCA (Air Conditioning Contractors of America) duct sizing calculation based on a friction loss of 0.1". The degree and amount of radius bend shall be determined by the manufacturer's instructions to prevent oval flex as recommended by the manufacturer. All duct work shall be installed on straight runs and is done from the ACCA duct sizing calculations.

CFM	DUCT DIAMETER
0 - 80	6"
81 - 145	8"
146 - 300	10"
301 - 500	12"
501 - 650	14"

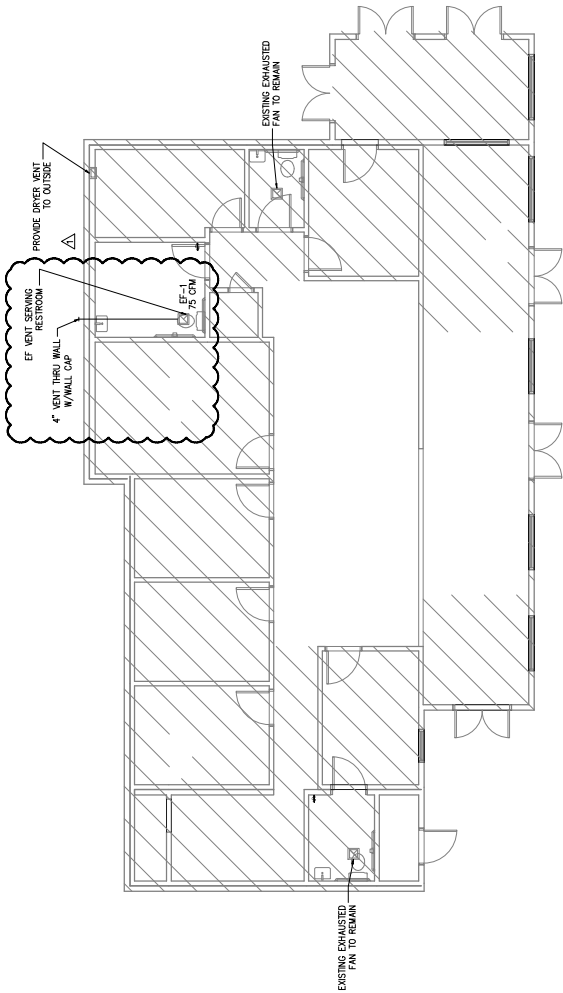
LEGEND

- ☒ HVAC SUPPLY 18"x6"
- ☒ HVAC RETURN 18"x6"
- ☒ HVAC SUPPLY 12"x12"
- ☒ RESTROOM FAN
- ☒ WALL MOUNTED THERMOSTAT
- ☒ THERMOSTAT TO BE LOCATED IN RESTROOM WITH OWNER.

DETAILS



TYPICAL RIGID ROUND DUCT TAKE - OFF



1 HVAC PLAN

SCALE: 3/16"= 1'-0"



883 S. HENRIETTA RD., SUITE 104
ROSWELL, GA 30076
PHONE: 770-424-2332
WWW.YSTUDIO.COM

INTERIOR BUILD-OUT FOR
FAR EAST BEAUTY
1115 UPPER HEMBREE RD., STE. A
ROSWELL, GA 30076



DATE

1115 HENRIETTA RD., STE. A
ROSWELL, GA 30076

RELEASES / DATES

DATE	DATE
DATE	DATE
DATE	DATE
DATE	DATE
DATE	DATE

NOT FOR CONSTRUCTION

RELEASED FOR CONSTRUCTION

DATE

DATE

SHEET TITLE

HVAC PLAN

1115 HENRIETTA RD., SUITE 104
ROSWELL, GA 30076

SHEET NUMBER

M-1.0



INTERIOR BUILD-OUT FOR
FAR EAST BEAUTY
1115 UPPER HEMBREE RD. STE. A
ROSWELL, GA 30076



1115 HEMBREE RD. STE.
ROSWELL, GA 30076

RELEASES / DATES

03/22/2021	FR: CITY #	DA: E2
OWNER COMMENTS	UA: E2	
	DA: E2	
	DA: F2	

NOT FOR CONSTRUCTION
RELEASED FOR CONSTRUCTION

PLUMBING
PLANS

DATE: .20.2021
PROJECT NUMBER: Y2020-AHQ1-01
SHEET NUMBER

P-1.C

PLUMBING NOTES:

1. DRAWING ARE DIAGNOSTIC AND ONLY SHOW THE RESULT OF THE DESIGN. THE CONTRACTOR SHALL PROVIDE ALL MATERIALS AND INSPECTIONS TO INSTALL, A COMPLETE AND OPERATING SYSTEM. THE CONTRACTOR SHALL APPLY FOR AND PAY FOR ALL REQUIRED PERMITS AND INSPECTIONS.
 2. PLUMBING SHALL CONFORM TO THE MOST UPDATED LOCAL PLUMBING CODE. ALL NATURAL GAS PIPING (NPG) AND CONNECTIONS SHALL BE INSTALLED IN ACCORDANCE WITH THE CURRENT GAS CODE AND STATE AND LOCAL REQUIREMENTS.
 3. ALL SANITARY, WASTE AND VENT PIPE SHALL BE SCHEDULE 40 DWV PVC OR ABS PIPING AND FITTINGS.
 4. ALL HOT AND COLD WATER PIPING AND FITTING ABOVE GROUND SHALL BE RIGID TYPE 1/2" COPPER AND PIPING AND FITTINGS BELOW GROUND SHALL BE RIGID TYPE 1/2" COPPER. ALL NATURAL GAS PIPING AND FITTINGS SHALL BE SCHEDULE 40 BLACK STEEL WITH SOERBID FITTINGS.
 5. ALTERNATE MATERIALS OF PLUMBING: FLOOR DRAINS, GLAZING AND GLASS INTERCEPTOR MAY BE USED WITH THE APPROVAL OF THE ENGINEER. EQUIPMENT OUT SHEETS SHALL BE SUBMITTED TO ENGINEER FOR APPROVAL.
 6. ALL PLUMBING FITTINGS SHALL COMPLY WITH ANSI 117.1, 1980, OR LOCAL REQUIREMENT.
 7. NOT USED
 8. INSTANT WATER HEATER IS N/A.
 9. ALL WATER HEATER SHALL HAVE TRIP RELIEF VALVE WITH DISCHARGE PIPED TO 1'-0" ABOVE THE GROUND OUTSIDE OR NEAREST FLOOR DRAIN.
 10. ALL PIPING SHALL BE HUNG FROM PIPE HANGERS AS MANUFACTURED BY THE GINNELL CO. OR EQUIVALENT, AT 10'-0" O.C. MAXIMUM. PERFORATED METAL STRIPS AND WIRE SHALL NOT BE USED.
 11. NOT USED
 12. ALL PLUMBING OUTLETS AND CONNECTIONS SHOWN ON THIS PLAN ARE FOR FIXTURES AND EQUIPMENT SHOWN ON F.E.C. FLOOR PLAN ONLY. FOR ADDITIONAL FLOOR DRAINS AND BUILDING PLUMBING REQUIREMENTS SEE ARCHITECT, GENERAL CONTRACTOR, OR OWNER.
 13. PLUMBING CONTRACTOR TO CONNECT ALL WATER LINES (SEE SYSTEM SCHEDULED), WASTE LINES, ETC. AND RAN TO THE MAINLINE. (SEE NOTE #2) TO FLOOR DRAIN AND DIRECT TO MAINLINE WASTE LINES TO BE NOT SMALLER THAN 1/4" OF THE LINE ITSELF.
 14. WATER PROVIDED TO COFFEE LINES OR COFFEE MAKERS MUST NOT EXCEED 1/2" WATER FLOW. UNLESS OTHERWISE SPECIFIED, EACH EQUIPMENT MUST HAVE SEPARATE FEED W/OUT VALVE.
 15. ALL WORK SHOWN ON FUTURE PLUMBING PLAN AND OUTLINE DRAWING IS TO BE PERFORMED BY PLUMBING CONTRACTOR. BUILDING CONTRACTOR SHALL PROVIDE ALL MATERIALS AND INSPECTIONS TO INSTALL, A COMPLETE AND OPERATING SYSTEM. THE CONTRACTOR SHALL APPLY FOR AND PAY FOR ALL REQUIRED PERMITS AND INSPECTIONS. THE CONTRACTOR SHALL CONFORM TO THE MOST UPDATED LOCAL PLUMBING CODES (INCLUDING HEALTH CODES) AND ANY AND ALL CODES REGULAR TO THE MUNICIPALITY OF AREA WHERE JOB IS BEING INSTALLED.
 16. ALL REFRIGERATION UNITS WITHIN FACILITY MUST MEET CURRENT NSF 7 STANDARDS AND UL APPROVED.
 17. ALL PLUMBING FITTINGS SHALL BE HIGH DENSITY.
- NOTES:**
1. MINIMUM TOP THICKNESS- 3/4" (INCHES) MINIMUM TOP THICKNESS IN PAVED AREA - 4" (INCHES).
 2. MAXIMUM TOP 4" COURSES OF BRICK ALLOWED TO ADJUST FRAME AND COVER.
 3. MINIMUM TOP 4" COURSE OF BRICK ALLOWED TO ADJUST FRAME AND COVER.

LEGEND

— GAS —	— GAS —	+	COLD WATER
— CW —	— CW —	+	HOT WATER
— HW —	— HW —	•	HUB DRAIN
— SEWER —	— SEWER —	●	FLOOR DRAIN
		☐	FLOOR SINK DRAIN

PLUMBING FIXTURE CONNECTION SCHEDULE

SYMBOL	DESCRIPTION	MINIMUM CONNECTION SIZE				REMARKS
		WASTE	VENT	CW	HW	
P-1	WATER CLOSET (A.B.)	4"	2"	1/2"	-----	
P-2	LAUNDRY (A.B.)	4"	2"	1/2"	-----	
P-3	WATER HEATER (EOSTING)	-----	-----	3/4"	3/4"	
P-4	DRAINING FOUNTAIN	2"	2"	1/2"	-----	

- TESTES: 1. ALL PLUMBING FIXTURES TO BE HIGH EFFICIENCY FIXTURES, PER 2020 GA AMENDMENTS TO 2018 IPC.
2. EVERY DRY VENT SHALL RISE VERTICALLY TO A MINIMUM OF 6 INCHES ABOVE THE FLOOD LEVEL RIM OF THE HIGHEST TRAP OR TRAPPED FIXTURE BEING VENTED.

Diagram illustrating the components and assembly of a water meter setup. The diagram shows a water meter (1) connected to a water main (2) and a water meter valve (3). The meter is mounted on a pipe (4) with a water meter cap (5) and a water meter key (6). The meter is connected to a water meter valve (7) and a water meter valve (8). The meter is connected to a water meter valve (9) and a water meter valve (10). The meter is connected to a water meter valve (11) and a water meter valve (12). The meter is connected to a water meter valve (13) and a water meter valve (14).

NOTE:

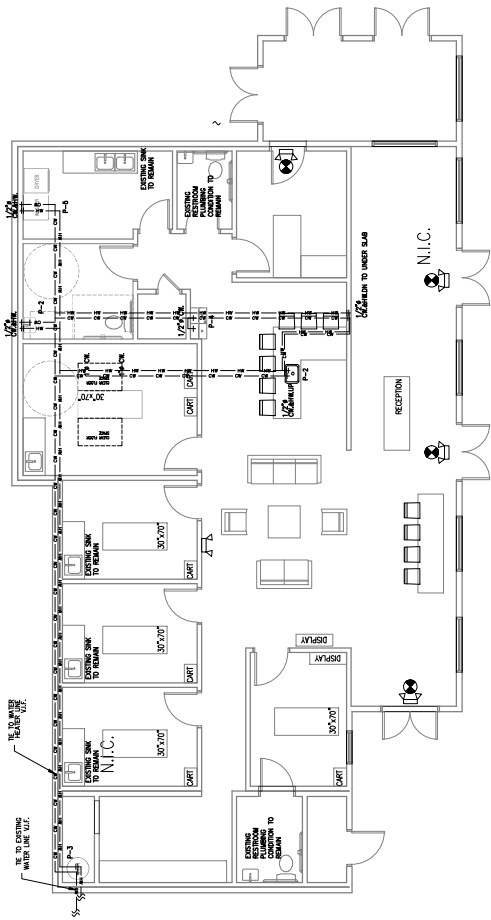
1. WATER METER
2. WATER MAIN
3. WATER METER VALVE
4. WATER METER PIPE
5. WATER METER CAP
6. WATER METER KEY
7. WATER METER VALVE
8. WATER METER VALVE
9. WATER METER VALVE
10. WATER METER VALVE
11. WATER METER VALVE
12. WATER METER VALVE
13. WATER METER VALVE
14. WATER METER VALVE

OCCUPANCY CLASSIFICATION: BUSINESS
OCCUPANT LOAD : 22 PERSONS

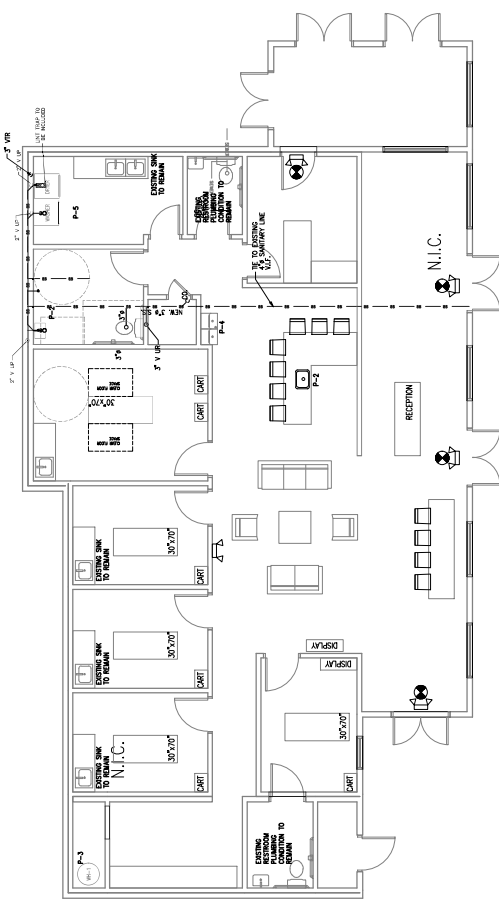
1 WATER CLOSETS REQUIRED PER IPC 2018
2 WATER CLOSETS PROVIDED.

1 LAVATORY REQUIRED PER IPC 2018
2 LAVATORIES PROVIDED.

1 HI-LO DRINKING FOUNTAIN PROVIDED.



1 WATER & GAS PLAN
SCALE: 3/16" = 1'-0"



2 SANITARY PLAN
SCALE: 3/16" = 1'-0"



City Council Meeting & Public Hearing STAFF REPORT

Submitting Department: Finance

Submitted By:

Sponsored By:

Meeting Date: July 26, 2021

I. AGENDA ITEM TITLE: PUBLIC HEARING ON THE FISCAL YEAR 2022 MILLAGE RATE LEVY

II. RECOMMENDATION:

The purpose of this hearing is to obtain public comment on the Recommended Fiscal Year 2022 Millage Rate Levy.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES INCLUDED IN CURRENT FY OPRT. BUDGET: YES

TOTAL PROJECT COST:

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

The FY 2022 Budget was distributed electronically to the City Council on April 26, 2021 and made available on the City's website through the financial transparency portal (OpenGov) and as a downloadable pdf document.

The Finance Department presented an overview of the operating/capital budget at the May 3rd, May 17th, and May 24th City Council Meetings.

Public Hearings on the budget were held on June 7th and June 21st with final approval of the FY 2022 Budget occurring on June 21, 2021.

The FY 2022 Budget forecasted an overall reduction in property tax revenue driven through a revaluation of the commercial tax base due to the COVID-19 pandemic and its effect on operations. However, the 2021 tax digest (provided in early July) highlights tax base growth of 3% (reassessment of existing properties excluding new construction). Inherent in the overall 3% growth forecast is reassessment of the residential tax base approximating 6% (in-line with budget forecasts) with commercial assessments roughly flat with the prior year (pre COVID-19). It is a safe assumption that commercial appeals for the 2021 tax digest will outpace recent year trends.

The City's millage rate levy proposal for 2021 (FY 2022) is the same as the prior year at 5.75 mills.

The City's millage rate of 5.75 mills includes 4.935 mills for general government (i.e., operations and recurring capital investment) and 0.815 mills for debt service on voter approved bonds.

The proposed millage rate levy, after factoring-in the certified tax digest values and adjusting for heightened

appeal activity and recent digest erosion trends, is estimated to generate additional property tax revenue of \$1 to \$1.5 million after appeal forecasts.

The FY 2022 millage rate, coupled with the city's substantial Homestead Exemptions, goes great lengths in keeping Alpharetta an affordable place to live and strategically positions us relative to neighboring areas. The city's multiple homestead exemptions are estimated to save our homeowners \$5 million annually and include:

- Floating Homestead exemption that caps the taxable value growth of homesteaded properties to the lesser of 3% or CPI;
- Basic Homestead exemption of \$45,000 off the assessed value of homesteaded properties which is among the highest in the State;
- Senior Basic Homestead exemption of \$25,000 off the assessed value of homesteaded properties for residents age 65 and older;
- Senior full-value exemption available to residents age 70 and older who meet certain income requirements.

Today's meeting is the 1st of 3 public hearings on the FY 2022 Millage Rate Levy with the schedule as follows:

- July 26, 2021 (6:30 pm)
- August 2, 2021 (11:30 am)
- August 2, 2021 (6:30 pm)

Adoption of the FY 2022 Millage Rate is done through ordinance with the schedule as follows:

- July 26, 2021 (6:30 pm) – 1st Reading
- August 2, 2021 (6:30 pm) – 2nd Reading

V. ALTERNATIVES:

VI. ATTACHMENTS:



City Council Meeting & Public Hearing STAFF REPORT

Submitting Department: Community Development

Submitted By:

Sponsored By:

Meeting Date: July 26, 2021

**I. AGENDA ITEM TITLE: PH-21-13 UDC TEXT AMENDMENTS - SUPPLEMENTARY REGULATIONS
ACCESSORY BACKYARD CHICKENS LOCATED IN RESIDENTIAL ZONING DISTRICTS (SECOND
READING)**

CONSIDERATION OF A TEXT AMENDMENT TO UNIFIED DEVELOPMENT CODE (UDC) SUBSECTION 2.3.3(C) USES CUSTOMARILY ACCESSORY TO DWELLINGS LOCATED IN RESIDENTIAL ZONING DISTRICTS, TO ADD REGULATIONS ALLOWING BACKYARD CHICKENS AS AN ACCESSORY USE ON MINIMUM ONE (1) ACRE PROPERTIES.

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:

UDC Backyard Chickens CC Staff Report, Chicken Map - Acre or More - 7.12.21, John Courtney Research +
Input Redacted, Ordinance Backyard Chickens, Proposed Edits - UDC SECTION 2.2 PERMITTED USE
DISTRICTS AND REGULATIONS, Proposed Edits - UDC
SECTION_2.3__SUPPLEMENTARY_REGULATIONS



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT

SUBMITTED BY: KATHI COOK

DRAFTED BY: MICHAEL WOODMAN

SPONSOR: COMMUNITY DEVELOPMENT STAFF

I. AGENDA ITEM TITLE: PH-21-13 UNIFIED DEVELOPMENT CODE TEXT AMENDMENTS – SUPPLEMENTARY REGULATIONS, BACKYARD CHICKENS

CITY COUNCIL:

JULY 19, 2021

This item was heard at the 7/1/2021 Planning Commission meeting. There were no public comments. After discussion, Planning Commission recommended approval. Vote 5-0

II. REPORT IN BRIEF:

Consideration of text amendments to Unified Development Code (UDC) Subsection 2.3.3 Supplementary Regulations, Uses Customarily Accessory to Dwellings Located in Residential Zoning Districts, to allow backyard chickens in any residential zoning district on minimum one (1) acre properties with a single-family detached dwelling. Regulations limiting the number of chickens to six (6), prohibiting roosters and requiring a minimum 25' setback for related structures would remain the same. In an effort to address water quality pollution, it is recommended that backyard chickens not be permitted within any undisturbed water buffers, wetlands or floodplain.

Staff has received several requests over the years to allow backyard chickens on residential property other than in the AG (Agriculture) zoning district. In response, the City Council approved text amendments in June 2020 allowing backyard chickens as an accessory use on minimum one (1) acre lots in the AG, RE, R, R-22, and R-15 zoning districts.

There are other residential zoning districts in the City that were not included in the recent UDC text amendments, including the R-12, R-10, R-4A/D, R-8A/D, R-10M, and CUP zoning districts. This change would still require minimum one (1) acre lots, but not designated within a specific zoning district. Staff researched jurisdictions in the area and found the following regulations for backyard chickens:

Backyard Chicken Regulations in Other Jurisdictions

City	Min. Lot Size	Structure Setbacks	Max. # Allowed	Other Information
Roswell	0.33 acres	25'	12/acre, max. 36	Allowed in single-family districts
Milton	1.01 acres	25'	75	Allowed in single-family districts, min. 4 SF/chicken
Johns Creek	any	100' (from occupied bldgs., not incl. home)	75	Allowed in single-family districts, min. 4 SF/chicken
Marietta	15,000 SF	20' from property lines, 10' from principal structure	4	Allowed in single-family districts, required to have fenced area for chickens, min. 25 SF per chicken

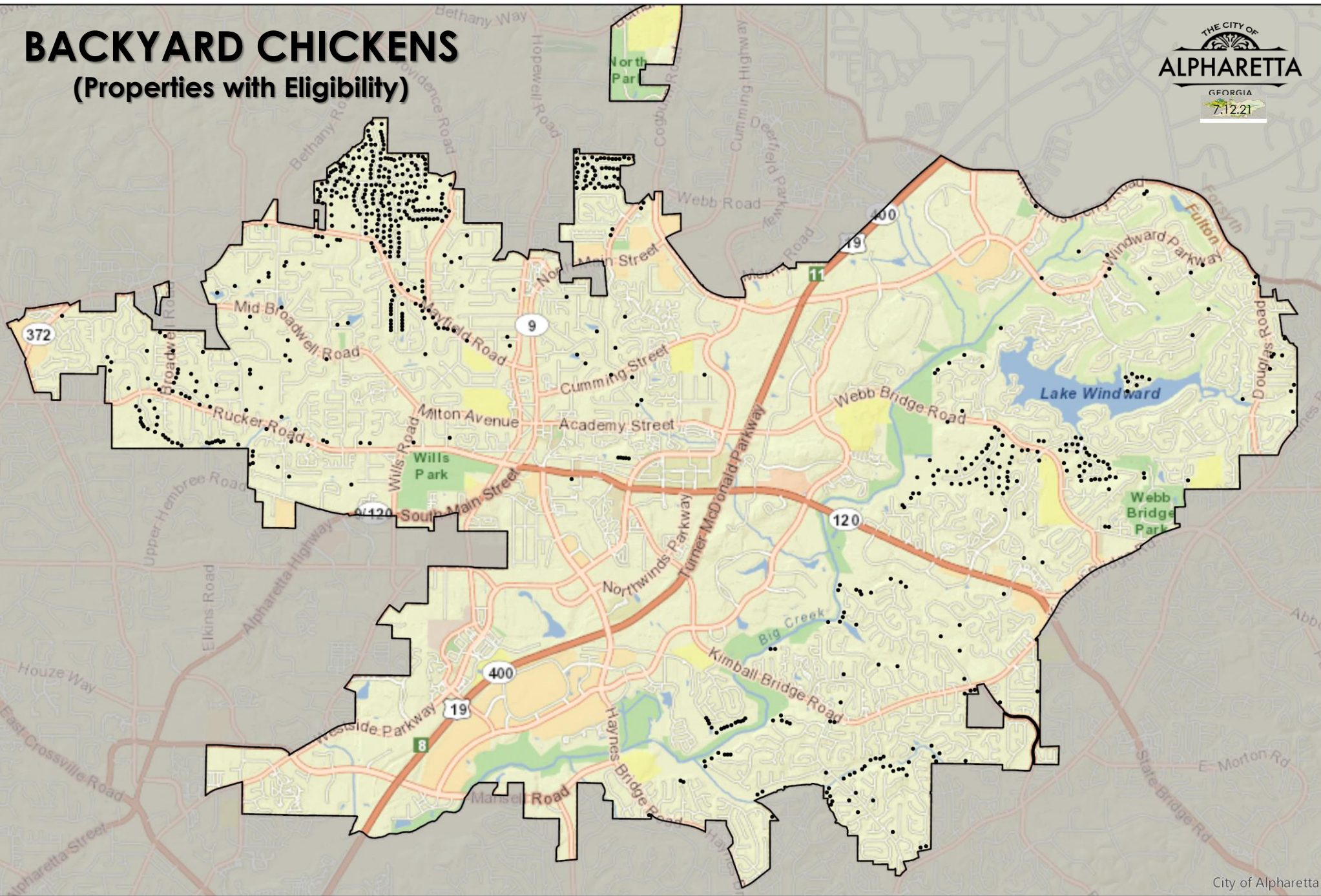
Staff contacted Code Enforcement offices in other jurisdictions and found they had no significant complaints regarding backyard chickens.

III. ATTACHMENTS:

- UDC Strike Through and Underline Edits

BACKYARD CHICKENS

(Properties with Eligibility)



City of Alpharetta

● Properties 1 Acre or Greater with Single Family Dwelling

672 Total Properties Citywide

From: [Cook, Kathi](#)
To: [Shapiro, Lauren](#); [Woodman, Michael](#)
Subject: Fwd: Planning Commission - Backyard Chicken Ordinance Amendment
Date: Wednesday, June 30, 2021 8:59:31 AM

Sent from my iPhone

Begin forwarded message:

From: "Cook, Kathi" [REDACTED] >
Date: June 29, 2021 at 7:52:37 PM EDT
To: John Courtney <[REDACTED]>
Subject: Re: Planning Commission - Backyard Chicken Ordinance Amendment

The research is really good. We could consider additional regulations at a later date. We do have the max and no rooster but not the regulations regarding near water. I don't think 6 could cause a huge impact to the watershed but I understand if there are multiple properties there could be an impact. I will send to Jill, stormwater manager for input and let you know her thoughts.

Sent from my iPhone

On Jun 28, 2021, at 9:18 AM, John Courtney
<[REDACTED]> wrote:

CAUTION: This email originated from outside the City. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Kathy,
Hope you are doing well! I am writing to inquire about the amendment to the Backyard Chicken ordinance up for hearing at tonight's Planning Commission meeting.

While I had seen the public notices about the hearing, it wasn't until the agenda was posted that I was able to see that amendment being considered is only to bring about a streamlining of the ordinance as documented, so that it is not repeated within multiple sections, thereby making it easier to revise in the future. Is that a correct interpretation of what is being considered tonight?

I ask only due to the recent Administrative Variance request made by a property owner who wished to make the lot size limit on

chickens reduced to 1/2 acre. I know that request was subsequently withdrawn by the applicant. However, the day before that issue was to come before City Council, I had sent a bit of research to all Council members urging them to reconsider both the request, and the ordinance as written (see attached).

Is there any move afoot to make additional amendments to the backyard chicken ordinance?

Please let me know, so I know whether or not to appear at tonight's Planning Commission meeting to request such amendment(s).

Thank you,
John Courtney

<Backyard Chicken Research.docx>

Advocate Positions	Facts from Research
Americans have always had the right to raise chickens	U.S. cities once were powered by animals. Horses provided transport through the early 1900s. Pigs and hens fed on household garbage before municipal trash collection became routine. Thousands of cattle were driven up Fifth Avenue in New York City daily in the late 19th century, occasionally trampling children and pedestrians. To reduce accidents, disease and nuisances, such as piles of smelly manure and dead animals, early public health and planning agencies wrote the first ordinances banning urban livestock. By the 1920s, farm animals and related facilities such as dairies, piggeries and slaughterhouses were barred from most U.S. cities. Exceptions were made during World War I and World War II, when meat was rationed, encouraging city dwellers to raise backyard birds. https://theconversation.com/a-chicken-in-every-backyard-urban-poultry-needs-more-regulation-to-protect-human-and-animal-health-93113
Chickens can be/are pets	Due to the prevalence of common chicken behavior (yes, “hen pecking” is real) and their excrement, CDC advises that no fowl enter and/or live in an enclosed space shared with humans. https://www.cdc.gov/healthypets/pets/farm-animals/backyard-poultry.html “Healthy People” tab Unlike common pets (e.g. cats and dogs), Chickens are rarely taken to a Veterinarian for checkups. In addition, Chickens are also not “required” to be vaccinated, nor licensed/registered. <i>(see Fulton County Laws Affecting Chickens, later in this document)</i>
Chickens provide eggs at little cost	Eggs from hens are only provided from about 14 months to 3 years, then their lifespan continues for another 4-11 years with no egg production. If a chicken starts laying at 6 months old (this is a bit later than average but it makes my numbers easy) and has essentially stopped laying by 4 years old, and lives naturally to be 8, a backyard chicken keeper is looking at 3.5 years of egg production time, and 4.5 years of “Pets Without Benefits” time. That’d be 351 pounds of feed going to a hen that isn’t making eggs! http://nwedible.com/you-absolutely-should-not-get-backyard-chickens/
Chicken waste is an excellent fertilizer	Bedding and waste from routine cleaning should be added to a bin for composting; once the compost pile is 12 - 15 inches deep, composting actively begins, and after 6 months can kill harmful bacteria. Chickens poop, A LOT! According to poultry husbandry, a normal full grown chicken produces about a quarter pound of waste in one day. Sources have translated this to the equivalent of one cubic-foot every six months. Since birds don’t have a urinary canal, all their bodily excretory wastes are discharged together, usually as a stinky, watery blob. Normally, 80% of chicken waste by weight is water. It also contains high levels of nitrogen, phosphorous, potassium, intestinal bacteria, and minerals from metabolic processes. https://www.fairfaxcounty.gov/soil-water-conservation/backyard-chickens

Practical Questions?

What happens to chickens that age out of egg production, or when their owners no longer want them: adoption, slaughter, or what?	Due to the trendiness of backyard chickens in American society, Animal Shelters are receiving hens that owners cannot cope with, or want to maintain for their full lifespan. https://www.nbcnews.com/health/backyard-chickens-dumped-shelters-when-hipsters-cant-cope-critics-say-6C10533508 http://nwedible.com/you-absolutely-should-not-get-backyard-chickens/
Who cares for the chickens if an owner is gone for more than a day?	When an owner must leave their property for several days, the chickens must still be maintained by another human. No one takes their chickens on vacation, nor is there a burgeoning industry developing for “chicken sitters”. https://atlantapetlife.com/backyard-chickens-exotic-pets-are-they-for-you/

Public Policy and related Studies

https://link.springer.com/article/10.1007/s10900-017-0462-0	Paper Published: 25 January 2018 A Method for Guarding Animal Welfare and Public Health: Tracking the Rise of Backyard Poultry Ordinances Journal of Community Health volume 43, pages 639–646 In response to a growing number of permissive urban animal agriculture ordinances across the nation, this research reviews the spatial and temporal attributes of urban poultry ordinances across 100 municipalities in Colorado. More poultry ordinances have been passed or modified in Colorado in the last 5 years than in the previous hundred. Comparing regulations to commercial operations and animal shelter surrenders, we find that permissive ordinances cluster near major urban areas even where they are in close proximity to large commercial operations. <u>Most ordinances inadequately address both human and animal health and welfare concerns. Provisions governing animal slaughter and routine veterinary care are rare, presenting a concern for monitoring and intervening in public health crises. In addition, shelters anticipate higher poultry intakes, particularly as unwanted birds are turned loose to become strays.</u>
CDC Studies 2019 & 2020: Outbreaks of Salmonella Infections Linked to Backyard Poultry https://www.cdc.gov/salmonella/backyardpoultry-05-19/index.html https://www.cdc.gov/salmonella/backyardpoultry-05-20/index.html	In 2020, CDC and public health officials in all 50 states investigated 17 multistate outbreaks of Salmonella illnesses linked to contact with poultry in backyard flocks. The number of illnesses reported in 2020 was higher than the number reported during any of the past years’ outbreaks linked to backyard flocks. In 2019, CDC and public health officials in 49 states investigated outbreak strains of Salmonella reported from 49 states and the District of Columbia. The <u>outbreaks in 2019 represent the largest recorded number of people to become sick with Salmonella</u> after contact with backyard poultry.

Backyard Chicken Coops Pose Threat of 'Viral Spillover' to People https://consumer.healthday.com/b-3-8-backyard-chicken-coops-carry-risks-for-viral-spillover-2650873474.html	Raising chickens in your backyard — a popular trend during the COVID-19 pandemic — holds risks that can come home to roost in an unwelcome way. <u>Chickens cooped up in backyards could also be breeding grounds for viruses that pose an even bigger public health threat, according to Sonia Hernandez, a professor of wildlife disease at the University of Georgia.</u>
A chicken in every backyard: Urban poultry needs more regulation to protect human and animal health https://theconversation.com/a-chicken-in-every-backyard-urban-poultry-needs-more-regulation-to-protect-human-and-animal-health-93113	We examined urban poultry regulations in Colorado – the only state that collects and makes public animal shelter surrender data. Based on our survey of Colorado, <u>we believe cities need to carefully consider their backyard chicken regulations and develop strong legal frameworks that protect animal and human health and welfare. In particular, they should develop rules that require food and water, mandate veterinary care and connect owners with animal welfare agencies.</u>
https://www.fairfaxcounty.gov/soil-water-conservation/backyard-chickens https://www.fairfaxcounty.gov/landdevelopment/faqs-resource-protection-areas	If your property is less than 2 acres, there is still a way to legally keep chickens. You must obtain a special permit from the Fairfax County Department of Planning and Zoning to allow backyard chicken keeping on your property. Even with county approvals, homeowners’ associations may prohibit keeping chickens. To avoid potential conflicts, check limitations or restrictions in the association’s covenants. Preventing Water Pollution When chicken waste is managed correctly, it is easy to prevent water quality pollution. Waste composting or pasturing of chickens should not be done within a Resource Protection Area (RPA). RPAs are regulated waterbodies and associated corridors of environmentally sensitive land that lie alongside or near the shorelines of streams, rivers and other waterways which drain into the Potomac River and eventually into the Chesapeake Bay. In their natural condition, RPAs protect water quality, filter pollutants from stormwater runoff, reduce the volume of stormwater runoff, prevent erosion, and perform other important biological and ecological functions. In Fairfax County, RPAs include any land characterized by one or more of the following features: 1. Tidal wetland; 2. Tidal shore; 3. <u>Water body with perennial flow;</u> 4. <u>Nontidal wetland connected by surface flow and contiguous to a tidal wetland or water body with perennial flow;</u> 5. <u>Buffer area that includes any land within a major floodplain and any land within 100 feet of a feature listed in 1-4.</u>

Fulton County Laws Affecting Chickens

Article IV. – DRINKING WATER SUPPLY Section 34-115. – Area Requirements	Well Separation Distance Requirements <table> <tr> <th><u>Reference Item</u></th><th><u>Minimum Separation (feet)</u></th></tr> <tr> <td>Animal or fowl enclosure</td><td>100</td></tr> </table>	<u>Reference Item</u>	<u>Minimum Separation (feet)</u>	Animal or fowl enclosure	100				
<u>Reference Item</u>	<u>Minimum Separation (feet)</u>								
Animal or fowl enclosure	100								
ARTICLE VI. - RABIES AND ANIMAL CONTROL, Definitions:	Domestic animal/fowl means any animal/fowl domesticated by humans so as to live and breed in a tame condition for the advantage of humans. Pen raised skunks are categorized as those skunks acceptable by the State of Georgia and may be kept in Georgia as pets.								
ARTICLE VI. - RABIES AND ANIMAL CONTROL Sec. 34-210. - Nuisances.	(1) Any housing or enclosure used by any domestic animal or livestock shall be well-drained, free from accumulations of animal excrement and objectionable odors and otherwise clean and sanitary. Animal excrement shall be disposed of in a manner approved by Fulton County or its designee. (2) A domestic animal or livestock shall be kept at the following minimum distances from any occupied building except the dwelling unit of the owner (exceptions: licensed veterinary hospitals, commercial kennels, grooming parlors and public or commercial horse facilities): <table> <tr> <th><u>Animal</u></th><th><u>Distance (in feet)</u></th></tr> <tr> <td>Chickens, turkeys, geese, ducks, pigeons, or similar fowl</td><td>25</td></tr> </table> (3) Except in an area zoned for agriculture, each domestic animal or livestock shall be provided with the following average minimum floor or ground area in the enclosure or housing in which it is kept (exceptions: licensed veterinary hospitals, commercial kennels, grooming parlors and public and commercial horse facilities): <table> <tr> <th><u>Animal</u></th><th><u>Area per Animal (in square feet)</u></th></tr> <tr> <td>Chickens, turkeys, geese, ducks, pigeons, or similar fowl</td><td>4</td></tr> </table>	<u>Animal</u>	<u>Distance (in feet)</u>	Chickens, turkeys, geese, ducks, pigeons, or similar fowl	25	<u>Animal</u>	<u>Area per Animal (in square feet)</u>	Chickens, turkeys, geese, ducks, pigeons, or similar fowl	4
<u>Animal</u>	<u>Distance (in feet)</u>								
Chickens, turkeys, geese, ducks, pigeons, or similar fowl	25								
<u>Animal</u>	<u>Area per Animal (in square feet)</u>								
Chickens, turkeys, geese, ducks, pigeons, or similar fowl	4								

Suggested Amendment to Alpharetta's Backyard Chicken Ordinance

Chickens are allowed in backyards only, and are limited to no more than six (6) chickens, with no roosters allowed. Associated structures (chicken coop, etc.) shall maintain a minimum 25' setback from rear and side property lines. Backyard chickens are allowed only for personal enjoyment and not for any commercial purpose.

Additional requirements for backyard chickens include:

- 1) No chickens are allowed on any property that includes a water body with perennial flow; wetland connected by surface flow, land contiguous to a wetland or water body with perennial flow; or land that is within 100 feet of a major floodplain.
- 2) Permit is required, and requires the following:
 - Permit application with letters of approval of, or no contest to, backyard chickens from each and all property owners living within a 360 degree proximity of the property applying for permit to house chickens.
 - City review of property using GIS (Geographic Information System) for clearance of said property from water body/floodplain requirement. Permitted properties will be noted on GIS by the City for public reference.
 - In addition, said permit requires the Owner to agree by signature to:
 - provide sufficient food and water for chickens, that will be clean and present at all times,
 - store feed in rat proof container(s),
 - medically care for chickens with regard to injury, preventative vaccinations, and regular veterinary care,
 - dispose of unwanted chickens only via adoption, or veterinary supported euthanasia, no on-site slaughter or burial allowed,
 - acknowledge Fulton County standard for enclosure size for chickens of 4 square feet for each animal, as well as standards for enclosure to be maintained as well-drained, free from accumulations of animal excrement and objectionable odors and otherwise clean and sanitary,
 - acknowledge that animal excrement will be managed in a manner approved by Fulton County.
 - acknowledge that Owner has checked for limitations or restrictions with any applicable homeowner's association (HOA) and/or any applicable property covenants.
 - Upon completing permit application and agreement, a permit will be issued for the named Owner at property permitted for, at a one-time cost of \$XX.00. Permit is permanent only to the named Owner/Permit Holder for the named property.
- 3) Chickens currently existing in the City shall not be "grandfathered" or permitted to remain after the effective date of this Ordinance; however, owners of chickens will have 90 days from the effective date to come into compliance with this ordinance.

AN ORDINANCE TO AMEND ARTICLE II OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ALPHARETTA, GEORGIA; TO ADD REGULATIONS TO ALLOW BACKYARD CHICKENS AS AN ACCESSORY USE ON PROPERTIES WITH A SINGLE-FAMILY DETACHED DWELLING; TO DELETE BACKYARD CHICKENS REGULATIONS IN THE AG (AGRICULTURE), RE (RESIDENTIAL ESTATE), R (DWELLING, 'FOR-SALE', RESIDENTIAL), R-22 (DWELLING, 'FOR-SALE', RESIDENTIAL) AND R-15 (DWELLING 'FOR-SALE', RESIDENTIAL) ZONING DISTRICTS; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

WHEREAS, on or about May 21, 2001, the City of Alpharetta (the "City") adopted a comprehensive zoning ordinance known and cited as the Unified Development Code of the City of Alpharetta, Georgia, which has subsequently been amended from time to time (the "Unified Development Code"); and

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

WHEREAS, the Unified Development Code was designed to be amended from time to time when circumstances warrant that modifications be made in order to make 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 Article II of the Unified Development Code for the foregoing purposes; and

WHEREAS, the City Council finds that the following amendments to the Unified Development Code 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: Article II, Subsection 2.2.3(C) titled "Uses Customarily Accessory to Dwellings Located in Residential Zoning Districts" of the Unified Development Code is hereby amended by revising same as set forth in Exhibit "A" attached hereto as if fully set forth herein; and

Section 2: Article II, Subsection 2.2.1(B) titled "AG-agriculture, Accessory Uses", Subsection 2.2.2(B) titled "RE-residential estate, Accessory Uses", Subsection 2.2.3(B) titled "R-dwelling, 'for-sale', residential, Accessory Uses", Subsection 2.2.4(B) titled "R-22-dwelling, 'for-sale', residential, Accessory Uses", Subsection 2.2.5(B) titled "R-15-dwelling, 'for-sale', residential, Accessory Uses" and Subsection 2.2.6(B) titled "R-12-dwelling, 'for-sale', residential, Accessory Uses" of the Unified Development Code is hereby amended by revising same as set forth in Exhibit "B" attached hereto as if fully set forth herein; and

Section 3: 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 4: 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, as applicable. This Ordinance hereby repeals any and all conflicting ordinances and amendments.

SO ORDAINED this the _____ day of _____, 2021.

Approved:

Jim Gilvin, Mayor

Attest:

COUNCILMEMBERS

Erin Cobb, City Clerk
(Seal)

Approved as to Form:

C. Sam Thomas, City Attorney

Exhibit “A”

- C. *Uses Customarily Accessory to Dwellings Located in Residential Zoning Districts.* Each of the following uses is considered to be a customary accessory use to a dwelling, and as such, may be situated on the same lot with the principal use to which it serves as an accessory provided that the setback and yard requirements are met and provided that the accessory structure is not located closer to a road than the principal structure. No such accessory use shall be more than 20% in size of principal use or be located in a required front yard.
1. Private garage not to exceed the following storage capacities; 'For-Sale' dwelling, 4 automobiles; 'For-Rent' dwelling, 2 automobiles per dwelling unit; group dwelling, 1½ automobiles per sleeping room. Structures shall maintain a 10 foot setback from rear and side lot lines or the same setbacks as the principal building, whichever is less.
 2. Open storage space or parking area for motor vehicles provided that such space does not exceed the maximum respective storage capacities listed above; and provided that such space shall not be used for more than 1 commercial vehicle licensed as 1 ton or more in capacity per family residing on the premises.
 3. Shed or tool room for the storage of household goods or equipment used in grounds or building maintenance. Structures shall maintain a 10 foot setback from rear and side lot lines or the same setbacks as the principal building, whichever is less.
 4. Miscellaneous free-standing structures such as gazebos shall maintain a 10 foot setback from lot lines or the same setbacks as the principal building, whichever is less.
 5. Children's playhouse and play equipment.
 6. Quarters for the keeping of pets owned by occupants for non-commercial purposes provided that such use does not generate a nuisance to adjoining properties. Such quarters shall maintain a 20 foot setback from rear and side lot lines.
 7. Private swimming pool and bathhouse or cabana. Swimming pool shall maintain a 20 foot setback from side and rear lot lines, or the same setback as the principle structure whichever is less. All other structures shall maintain a 10 foot setback from side and rear lot lines or the same setbacks as the principal building, whichever is less.
 8. Structures designed and used for purposes of shelter in the event of man-made or natural catastrophes. Same setbacks shall apply as for the principal building.
 9. Backyard chickens on minimum 1-acre properties with a single-family detached dwelling, limited to no more than 6 chickens and no roosters allowed. Associated structures (chicken coop, run, etc.) shall maintain a minimum 25' setback from the rear and side property lines. Chicken coop and run shall not exceed 9' in height. No chickens shall be permitted within any undisturbed water buffers, wetlands, or regulated floodplain.

Exhibit “B”

2.2.1 AG agriculture.

B. Accessory Uses. A property in the AG district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

Permitted accessory structures and uses include but are not limited to the following:

1. Privacy and decorative fences and walls.
2. Home Occupation in a residence.
3. Family Day Care Home in a residence.
4. Group Home.
5. Special Care Home in a detached 'For-Sale' dwelling.
6. Swimming pool, tennis court, detached garage, play house, green house, storage shed, patio, gazebo and other private recreation facilities.
7. Clubhouse, swimming pool, or community recreation facilities serving a development.
8. Barns, stables and similar structures for the housing, repair, storing, or processing of farm products of the property.
9. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
10. Signs, subject to all of the requirements regulating signage herein.
11. Retaining walls and other site improvement structures approved as part of the development permit.
- ~~12. Backyard chickens on minimum one (1) acre properties, limited to no more than six (6) chickens, with no roosters allowed. Associated structures (chicken coop, etc.) shall maintain a minimum 25' setback from rear and side property lines.~~

2.2.2 Re-residential estate.

B. Accessory Uses. A property in the R-E district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

Permitted accessory structures and uses include but are not limited to the following:

1. Privacy and decorative fences and walls.

2. Home Occupation in a residence.
3. Family Day Care Home in a residence.
4. Group Home.
5. Special Care Home in a 'For-Sale' detached dwelling.
6. Swimming pool, tennis court, detached garage, play house, green house, storage shed, patio, gazebo and other private recreation facilities.
 - a. Clubhouse, swimming pool, or community recreation facilities serving a development.
 - b. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
 - c. Signs, subject to all of the requirements regulating signage herein.
 - d. Retaining walls and other site improvement structures approved as part of the development permit.

~~e. Backyard chickens on minimum one (1) acre properties, limited to no more than six (6) chickens, with no roosters allowed. Associated structures (chicken coop, etc.) shall maintain a minimum 25' setback from rear and side property lines.~~

2.2.3 R-Dwelling, 'for-sale', residential.

B. Accessory Uses. A property in the R district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

Permitted accessory structures and uses include but are not limited to the following:

1. Privacy and decorative fences and walls.
2. Home Occupation in a residence.
3. Family Day Care Home in a residence.
4. Group Home.
5. Special Care Home in a 'For-Sale' detached dwelling.
6. Swimming pool, tennis court, detached garage, play house, green house, storage shed, patio, gazebo and other private recreation facilities.
7. Clubhouse, swimming pool, or community recreation facilities serving a development.
8. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.

9. Signs, subject to all of the requirements regulating signage herein.

10. Retaining walls and other site improvement structures approved as part of the development permit.

~~11. Backyard chickens on minimum one (1) acre properties, limited to no more than six (6) chickens, with no roosters allowed. Associated structures (chicken coop, etc.) shall maintain a minimum 25' setback from rear and side property lines.~~

2.2.4 R-22 dwelling, 'for-sale', residential.

B. Accessory Uses. A property in the R-22 district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

Permitted accessory structures and uses include but are not limited to the following:

1. Privacy and decorative fences and walls.

2. Home Occupation in a residence.

3. Family Day Care Home in a residence.

4. Group Home.

5. Special Care Home in a 'For-Sale' detached dwelling.

6. Swimming pool, tennis court, detached garage, play house, green house, storage shed, patio and other private recreation facilities.

7. Clubhouse, swimming pool, or community recreation facilities serving a development.

8. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.

9. Signs, subject to all of the requirements regulating signage herein.

10. Retaining walls and other site improvement structures approved as part of the development permit.

~~11. Backyard chickens on minimum one (1) acre properties, limited to no more than six (6) chickens, with no roosters allowed. Associated structures (chicken coop, etc.) shall maintain a minimum 25' setback from rear and side property lines.~~

2.2.5 R-15 dwelling, 'for-sale', residential.

B. Accessory Uses. A property in the R-15 district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

Permitted accessory structures and uses include but are not limited to the following:

1. Privacy and decorative fences and walls.
2. Home Occupation in a residence.
3. Family Day Care Home in a residence.
4. Group Home.
5. Special Care Home in a 'For-Sale' detached dwelling.
6. Swimming pool, tennis court, detached garage, play house, storage shed, patio and other private recreation facilities.
7. Clubhouse, swimming pool, or community recreation facilities serving a development.
8. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
9. Signs, subject to all of the requirements regulating signage herein.
10. Retaining walls and other site improvement structures approved as part of the development permit.
- ~~11. —Backyard chickens on minimum one (1) acre properties, limited to no more than six (6) chickens, with no roosters allowed. Associated structures (chicken coop, etc.) shall maintain a minimum 25' setback from rear and side property lines.~~

SECTION 2.2 - PERMITTED USE DISTRICTS AND REGULATIONS

The following provisions apply to each of the zoning districts, as noted. In addition, requirements are contained in the Supplementary Regulations and in other Sections that apply to some or all of the Zoning Districts collectively.

SECTION 2.2 a - CONDITIONAL USE REVIEW CRITERIA

When reviewing a conditional use, consideration shall be given to factors associated with the use including, but not limited to, the following:

1. Site design.
2. Property access.
3. Hours of operation of the business.
4. Vehicular trips generated by the use.
5. Impact of the use on surrounding properties.
6. Impact of the use on the natural features of the site.
7. Separation from similar uses and conflicting uses.

([Ord. No. 807](#), § 2(Exh. B), 9-8-2020)

2.2.1 AG agriculture.

A. *Permitted Principal Uses.* A property in the AG district may be used for those uses listed in Table 2.2, including any of the following by right, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use:

1. Agricultural and Residential Uses.
 - a. Bed and Breakfast.
 - b. Dwelling, 'For-Sale' Detached.
 - c. Farmlands, including livestock, poultry.
2. Business Uses.
 - a. Taxidermist.
3. Semipublic Uses, Utilities.
 - a. Park or Playground.

B. *Accessory Uses.* A property in the AG district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

Permitted accessory structures and uses include but are not limited to the following:

1. Privacy and decorative fences and walls.
2. Home Occupation in a residence.
3. Family Day Care Home in a residence.
4. Group Home.
5. Special Care Home in a detached 'For-Sale' dwelling.

6. Swimming pool, tennis court, detached garage, play house, green house, storage shed, patio, gazebo and other private recreation facilities.
7. Clubhouse, swimming pool, or community recreation facilities serving a development.
8. Barns, stables and similar structures for the housing, repair, storing, or processing of farm products of the property.
9. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
10. Signs, subject to all of the requirements regulating signage herein.
11. Retaining walls and other site improvement structures approved as part of the development permit.
- ~~12. Backyard chickens on minimum one (1) acre properties, limited to no more than six (6) chickens, with no roosters allowed. Associated structures (chicken coop, etc.) shall maintain a minimum 25' setback from rear and side property lines.~~

C. *Conditional Uses.* A property in the AG district may be used for any of the following only upon approval as a conditional use by the City Council:

1. Residential and Agricultural Uses.
 - a. Additional 'For-Sale' detached dwelling.
 - b. Greenhouse, Nursery.
2. Business Uses.
 - a. Animal Hospital, Veterinarian.
 - b. Broadcasting (Radio or TV).
 - c. Builder's Equipment.
 - d. Carpenter Shop, Woodworking.
 - e. Equestrian Center.
 - f. Golf Course, Driving Range.
 - g. Kennel.
 - h. Special Event Facility.
3. Semipublic Uses, Utilities.
 - a. Airport.
 - b. Athletic Facility.
 - c. Auditorium.
 - d. Cemetery.
 - e. Church, Synagogue or any other religious institution.
 - f. Club or Lodge.
 - g. Country Club.
 - h. Heliport, Public/Private.
 - i. Utility Substation.
 - j. Wireless Tower.

D. *District Regulations.*

Minimum lot size—5 acres.

Minimum Lot Width—200 feet.

Minimum Setbacks.

Front yard—from all street frontages:

From right-of-way of local street—50 feet.

From right-of-way of all other streets—65 feet.

Side yard—25 feet.

Rear yard—50 feet.

Maximum Ground Coverage By Principal Buildings—25%.

Maximum Building Height—35 feet.

Minimum Floor Area of a Dwelling Unit—1,800 square feet.

([Ord. No. 744](#), § 6, 7-10-2017; [Ord. No. 800](#), § 1(Exh. A), 6-22-2020; [Ord. No. 808](#), § 2(Exh. B), 9-8-2020)

2.2.2 Re-residential estate.

A. *Permitted Principal Uses.* A property in the RE district may be used for those uses listed in Table 2.2, including any of the following by right, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use:

1. Agricultural and Residential Uses.
 - a. Dwelling, 'For-Sale' Detached.
2. Semipublic Uses, Utilities.
 - a. Park or Playground.

B. *Accessory Uses.* A property in the R-E district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

Permitted accessory structures and uses include but are not limited to the following:

1. Privacy and decorative fences and walls.
2. Home Occupation in a residence.
3. Family Day Care Home in a residence.
4. Group Home.
5. Special Care Home in a 'For-Sale' detached dwelling.
6. Swimming pool, tennis court, detached garage, play house, green house, storage shed, patio, gazebo and other private recreation facilities.
 - a. Clubhouse, swimming pool, or community recreation facilities serving a development.
 - b. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.

- c. Signs, subject to all of the requirements regulating signage herein.
- d. Retaining walls and other site improvement structures approved as part of the development permit.
- ~~e. Backyard chickens on minimum one (1) acre properties, limited to no more than six (6) chickens, with no roosters allowed. Associated structures (chicken coop, etc.) shall maintain a minimum 25' setback from rear and side property lines.~~

C. *Conditional Uses.* A property in the R-E district may be used for any of the following only upon approval as a conditional use by the City Council:

- 1. Semipublic Uses, Utilities.
 - a. Church, Synagogue, or any other religious institutions.
 - b. Golf course or golf driving range.
 - c. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.
 - d. Bed and Breakfast.
 - e. Equestrian Center.

D. *District Regulations.*

Minimum Lot Size—3 acres.

Minimum Lot Width—100 feet.

Minimum Setbacks.

Front yard—from all street frontages:

From right-of-way of local street—50 feet.

From right-of-way of all other streets—65 feet.

Side yard—25 feet.

Rear yard—50 feet.

Maximum Ground Coverage By Principal Buildings—25%.

Maximum Building Height—35 feet.

Minimum Floor Area of a Dwelling Unit—1,800 square feet.

Accessory Structure setback see Sec. 2.3 (c).

([Ord. No. 730](#), § 2, 12-5-2016; [Ord. No. 800](#), § 1(Exh. A), 6-22-2020)

2.2.3 R-Dwelling, 'for-sale', residential.

A. *Permitted Principal Uses.* A property in the R district may be used for those uses listed in Table 2.2, including any of the following by right, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use:

- 1. Agricultural and Residential Uses.
 - a. Dwelling, 'For-Sale', Detached.

2. Semipublic Uses, Utilities.

a. Park or Playground.

- B. *Accessory Uses.* A property in the R district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

Permitted accessory structures and uses include but are not limited to the following:

1. Privacy and decorative fences and walls.
2. Home Occupation in a residence.
3. Family Day Care Home in a residence.
4. Group Home.
5. Special Care Home in a 'For-Sale' detached dwelling.
6. Swimming pool, tennis court, detached garage, play house, green house, storage shed, patio, gazebo and other private recreation facilities.
7. Clubhouse, swimming pool, or community recreation facilities serving a development.
8. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
9. Signs, subject to all of the requirements regulating signage herein.
10. Retaining walls and other site improvement structures approved as part of the development permit.
- ~~11. Backyard chickens on minimum one (1) acre properties, limited to no more than six (6) chickens, with no roosters allowed. Associated structures (chicken coop, etc.) shall maintain a minimum 25' setback from rear and side property lines.~~

- C. *Conditional Uses.* A property in the R district may be used for any of the following only upon approval as a conditional use by the City Council:

1. Semipublic Uses, Utilities.
 - a. Bed and Breakfast.
 - b. Church, Synagogue, or any other religious institutions.
 - c. Country Club.
 - d. Golf course or golf driving range.
 - e. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.
 - f. Equestrian Center.

D. *District Regulations.*

Minimum Lot Size—1 acre (43,560 square feet).

Minimum Lot Width—100 feet.

Minimum Setbacks.

Front yard—from all street frontages:

From right-of-way of local street—50 feet.

From right-of-way of all other streets—65 feet.

Side yard—25 feet.

Rear yard—50 feet.

Maximum Ground Coverage By Principal Buildings—25%.

Maximum Building Height—35 feet.

Minimum Floor Area of a Dwelling Unit—1,800 square feet.

Accessory Structure Setback see Sec. 2.3 (c).

([Ord. No. 730](#), § 2, 12-5-2016; [Ord. No. 800](#), § 1(Exh. A), 6-22-2020)

2.2.4 R-22 dwelling, 'for-sale', residential.

A. *Permitted Principal Uses.* A property in the R-22 district may be used for those uses listed in Table 2.2, including any of the following by right, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use:

1. Agricultural and Residential Uses.
 - a. Dwelling, 'For-Sale' Detached.
2. Semipublic Uses, Utilities.
 - a. Park or Playground.

B. *Accessory Uses.* A property in the R-22 district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

Permitted accessory structures and uses include but are not limited to the following:

1. Privacy and decorative fences and walls.
2. Home Occupation in a residence.
3. Family Day Care Home in a residence.
4. Group Home.
5. Special Care Home in a 'For-Sale' detached dwelling.
6. Swimming pool, tennis court, detached garage, play house, green house, storage shed, patio and other private recreation facilities.
7. Clubhouse, swimming pool, or community recreation facilities serving a development.
8. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
9. Signs, subject to all of the requirements regulating signage herein.
10. Retaining walls and other site improvement structures approved as part of the development permit.

~~11. Backyard chickens on minimum one (1) acre properties, limited to no more than six (6) chickens, with no roosters allowed. Associated structures (chicken coop, etc.) shall maintain a minimum 25' setback from rear and side property lines.~~

C. *Conditional Uses.* A property in the R-22 district may be used for any of the following only upon approval as a conditional use by the City Council:

1. Semipublic Uses, Utilities.

- a. Church, Synagogue or any other religious institution.
- b. Country Club, Association or Lodge.
- c. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.
- d. Bed and Breakfast.
- e. Golf Course, Driving Range.
- f. Equestrian Center.

D. *District Regulations.*

Minimum Lot Size—22,000 square feet.

Minimum Lot Width—100 feet.

Minimum Setbacks.

Front yard—from all street frontages:

From right-of-way of local street—35 feet.

From right-of-way of all other streets—65 feet.

Side yard—25 feet.

Rear yard—30 feet.

Maximum Ground Coverage By Principal Buildings—25%.

Maximum Building Height—35 feet.

Minimum Floor Area of a Dwelling Unit—1,500 square feet.

Accessory Structures Setback see Sec. 2.3 (c).

([Ord. No. 730](#), § 2, 12-5-2016; [Ord. No. 800](#), § 1(Exh. A), 6-22-2020)

2.2.5 R-15 dwelling, 'for-sale', residential.

A. *Permitted Principal Uses.* A property in the R-15 district may be used for those uses listed in Table 2.2, including any of the following by right, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use:

1. Agricultural and Residential Uses.

- a. Dwelling, 'For-Sale', Detached.

2. Semipublic Uses, Utilities.

- a. Park or Playground.

B. *Accessory Uses.* A property in the R-15 district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as

a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

Permitted accessory structures and uses include but are not limited to the following:

1. Privacy and decorative fences and walls.
2. Home Occupation in a residence.
3. Family Day Care Home in a residence.
4. Group Home.
5. Special Care Home in a 'For-Sale' detached dwelling.
6. Swimming pool, tennis court, detached garage, play house, storage shed, patio and other private recreation facilities.
7. Clubhouse, swimming pool, or community recreation facilities serving a development.
8. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
9. Signs, subject to all of the requirements regulating signage herein.
10. Retaining walls and other site improvement structures approved as part of the development permit.
- ~~11. Backyard chickens on minimum one (1) acre properties, limited to no more than six (6) chickens, with no roosters allowed. Associated structures (chicken coop, etc.) shall maintain a minimum 25' setback from rear and side property lines.~~

C. *Conditional Uses.* A property in the R-15 district may be used for any of the following only upon approval as a conditional use by the City Council:

1. Semipublic Uses, Utilities.
 - a. Associations, (Clubs and Lodges).
 - b. Church, Synagogue or other religious institution.
 - c. Country Club with golf course or driving range.
 - d. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.
 - e. Bed and Breakfast.
 - f. Equestrian Center.

D. *District Regulations.*

Minimum Lot Size—15,000 square feet

Minimum Lot Width—100 feet.

Minimum Setbacks.

Front yard—from all street frontages:

From right-of-way of local street—35 feet.

From right-of-way of all other streets—65 feet.

Side yard—10 feet.

Rear yard—25 feet.

Maximum Ground Coverage By Principal Buildings—25%.

Maximum Building Height—35 feet.

Minimum Floor Area of a Dwelling Unit—1,500 square feet.

([Ord. No. 730](#), § 2, 12-5-2016; [Ord. No. 800](#), § 1(Exh. A), 6-22-2020)

SECTION 2.3 - SUPPLEMENTARY REGULATIONS

2.3.1 General exemptions.

- A. *Heights—Exclusions.* The following structures are exempt from the height limitations imposed within each zoning district:
1. Church spires, cupolas, and chimneys.
 2. Agricultural accessory structures, such as barns, silos, windmills, and the like.
 3. Parapets and structures used for ornamental or aesthetic purposes not to exceed twelve (12) feet.
 4. Elevator penthouses not to exceed fifteen (15) feet.
 5. Mechanical equipment on building roofs or rooftop antennas provided any such equipment exceeding 12 feet in height shall be contained within a structure or otherwise screened from ground view from adjoining streets and properties.
- B. *Front Yard Requirements—Existing Residential Areas.* The setback requirements of this Ordinance shall not apply to any residential lot where the average setback on developed lots located adjacent to and on each side of such lot and within the same zoning district and fronting on the same street as such lot is less than the minimum required setback. In such cases, the setback of such a lot may be less than the required setback but not less than the average of the existing setbacks on the developed lots. In no case, however, shall setbacks be less than 15 feet.

If the adjacent developed lots on both sides of a vacant residential lot, within the same zoning district and fronting on the same street as such lot, have front yard setbacks greater than the minimum required by the zoning district, then the minimum setback on the vacant lot shall be the average of the 2 adjacent developed lots.

C. *Double Frontage Lots.*

1. Double frontage lots should be avoided except where essential to provide separation of residential development from traffic arteries or to overcome specific disadvantages of topography and orientation. A landscaped or natural buffer of at least twenty feet (20'), across which shall be the right of access, shall be provided along the line of lots abutting such a traffic artery.
2. On lots having frontage on two (2) streets, but not located on a corner, the minimum front yard setback requirement shall be provided along each street frontage.

D. *Setbacks—Exclusions.*

1. No building or structure or projection thereof, including porch, deck, terrace or chimney, shall be erected closer to a property line than the applicable setback regulation prescribed herein allows. However, uncovered steps, patio slabs, driveways, walkways, retaining walls of no more than 4' in height, and roof overhangs of up to 18" may be located within setback areas.
2. Required setbacks may accommodate vegetated runoff reduction measures, provided such setbacks meet fire code standards. The runoff reduction measures may not compromise public safety such as the sight distance triangles required by the City.

E. *Flag Lots.*

1. Flag lots are prohibited for residential development. Residential building sites must meet minimum lot width requirements at the front setback line or at twice the required front setback for cul-de-sac lots.

([Ord. No. 730](#), § 6, 12-5-2016; [Ord. No. 732](#), § 2, 2-6-2017)

2.3.2 Temporary uses.

The Director may authorize a temporary use, as follows:

- A. Carnival, circus or fair, for a period not to exceed 4 days. A period not to exceed 30 days may be granted by the Director if the event is held within a designated amphitheater facility as defined by Code and confirmed by the Director. Site shall meet adequate parking and safety concerns and limit impacts to surrounding properties.
- B. Outdoor tent sales for a period not to exceed forty-five (45) days. Authorization may not be granted more than two (2) times per year, per property.
- C. Seasonal events associated with a not-for-profit for a period not to exceed seventy-five (75) days. Authorization may not be granted more than two (2) times per year, per property.
- D. Religious meeting in a tent or other temporary structure in the AG, R-10M, CUP, O-I, C-1, and C-2 Districts, for a period not to exceed sixty (60) days.
- E. Open lot sale of Christmas trees, fruit and vegetables, and other harvested products in the AG, O-I, C-1, C-2 and L-I Districts, for a period not to exceed forty-five (45) days.
- F. Real estate sales office, related to an active development, in any district, for a period not to exceed one (1) year, provided no sleeping accommodations are maintained in the structure.
- G. Contractor's office, construction trailer and equipment shed, in any district, related to an active development, for a period of one (1) year provided that such office be placed on the property to which it is appurtenant.
- H. Commercial television or motion picture filming activities not to exceed seven (7) calendar days at any residential location, or a period not to exceed twenty-one (21) days if approved by the Mayor and Council. The director or the Mayor and Council may impose conditions to the issuance of the permit to minimize the disturbance to the residential neighborhood. These conditions may include neighborhood notification requirements, parking and traffic control, and limitations on the hours of operation. In no event shall filming activities commence prior to 7:00 a.m. or continue after 10:00 p.m.
- I. All temporary certificates of zoning compliance may be renewed provided that it is determined that said use is clearly of a temporary nature, will cause no increased traffic congestion and will not create a nuisance to surrounding uses.
- J. The director may require City Council review and approval of any temporary uses.
- K. Fireworks sales in a tent or other temporary structure in the L-1 District, for a period not to exceed ninety (90) days.

([Ord. No. 688, § 1, 4-28-2014](#) ; [Ord. No. 708](#) , § 1, 8-10-2015; [Ord. No. 718](#) , § 15, 12-14-2015; [Ord. No. 808](#) , § 3(Exh. C), 9-8-2020)

2.3.3 Accessory uses and structures.

- A. *Home Occupations.* An occupation, profession or trade customarily carried on by an occupant in a dwelling unit as a secondary use which is clearly incidental to the dwelling unit for residential purposes and which meets all of the following conditions:
 - 1. The use shall be carried on wholly within the dwelling unit principal building. The attachment of an accessory building by a breezeway, roof or similar structure shall not be deemed as sufficient for the accessory building to be considered as a portion of the primary building.
 - 2. Not more than 25% of the floor area, not to exceed 500 square feet, of the dwelling unit building shall be used for the conduct of the home occupation.

3. No merchandise or articles shall be displayed for advertising purposes, nor be displayed in such a way as to be visible from outside the dwelling unit. Garage doors shall not be left in the open position when the garage is used for the storage of business related materials.
4. No merchandise or articles shall be stored other than inside the dwelling unit.
5. No equipment or business vehicles may be stored or parked on the premises except that 1 business vehicle (the carrying capacity of which shall not exceed 1andhalf; tons and shall not exceed six (6) tires and/or two (2) axles) used exclusively by the resident may be parked in a carport, garage or an approved parking space in the rear or side yard and not within the public street or right-of-way.
6. A home occupation may not generate more than six non-residential trips per day to the home, excluding occupant trips.
7. There shall be no alteration of the residential character of the dwelling unit or premises or structures on the premises.
8. No person not a resident of the dwelling unit shall work in the dwelling unit in connection with the home occupation. This prohibition shall also apply to independent contractors and employees who serve the resident of the dwelling unit.
9. One (1) off-street paved parking space for each 250 square feet of floor area devoted to the home occupation shall be provided in addition to the required parking for residential use of the building.
10. No motor power, other than electrically operated motors, shall be used and the total horsepower of such motors shall not exceed 3 horsepower or 1 horsepower for any single motor.
11. No nameplate or sign shall be displayed upon the dwelling unit or structure on the premises except 1 unlighted sign not exceeding 1 square foot in area and located not less than 20 feet from any property line.
12. No aspect of the home occupation which is noticeable to neighbors shall be conducted between the hours of 9:00 p.m. of one evening and 7:00 a.m. of the next day.

B. *Swimming Pools.* All swimming pools shall comply with the following requirements:

Construction Plan: An application for a permit to construct a swimming pool shall be submitted to and approved by the Building Official.

Pool Location: Swimming pools and their auxiliary structures shall maintain a 20' setback from side and rear property lines or the same setback as the principle structure, whichever is less. Swimming pools shall not be located within the required front yard of any lot or closer to the front lot line than the principal building on the lot. Pools may also not be located within a buffer or easement.

Accessory Buildings: Pool houses, cabanas and other structures related to a swimming pool shall be subject to all of the requirements for "accessory buildings" and shall maintain a minimum 10 foot setback from side and rear lot lines or the same setbacks as the principal.

Fencing: All swimming pools shall be enclosed by a fence that is at least 5 feet in height and constructed so as not to pass a four inch (4") diameter sphere through any opening. The fence must be maintained in good condition and shall be self-closing and self-latching. The fencing shall be located so as to not obstruct visibility at road intersections.

C. *Uses Customarily Accessory to Dwellings Located in Residential Zoning Districts.* Each of the following uses is considered to be a customary accessory use to a dwelling, and as such, may be situated on the same lot with the principal use to which it serves as an accessory provided that the setback and yard requirements are met and provided that the accessory structure is not located closer to a road than the principal structure. No such accessory use shall be more than 20% in size of principal use or be located in a required front yard.

1. Private garage not to exceed the following storage capacities; 'For-Sale' dwelling, 4 automobiles; 'For-Rent' dwelling, 2 automobiles per dwelling unit; group dwelling, 1½ automobiles per sleeping

room. Structures shall maintain a 10 foot setback from rear and side lot lines or the same setbacks as the principal building, whichever is less.

2. Open storage space or parking area for motor vehicles provided that such space does not exceed the maximum respective storage capacities listed above; and provided that such space shall not be used for more than 1 commercial vehicle licensed as 1 ton or more in capacity per family residing on the premises.
3. Shed or tool room for the storage of household goods or equipment used in grounds or building maintenance. Structures shall maintain a 10 foot setback from rear and side lot lines or the same setbacks as the principal building, whichever is less.
4. Miscellaneous free-standing structures such as gazebos shall maintain a 10 foot setback from lot lines or the same setbacks as the principal building, whichever is less.
5. Children's playhouse and play equipment.
6. Quarters for the keeping of pets owned by occupants for non-commercial purposes provided that such use does not generate a nuisance to adjoining properties. Such quarters shall maintain a 20 foot setback from rear and side lot lines.
7. Private swimming pool and bathhouse or cabana. Swimming pool shall maintain a 20 foot setback from side and rear lot lines, or the same setback as the principle structure whichever is less. All other structures shall maintain a 10 foot setback from side and rear lot lines or the same setbacks as the principal building, whichever is less.
8. Structures designed and used for purposes of shelter in the event of man-made or natural catastrophes. Same setbacks shall apply as for the principal building.
9. Backyard chickens on minimum 1-acre properties with a single-family detached dwelling, limited to no more than 6 chickens and no roosters allowed. Associated structures (chicken coop, run, etc.) shall maintain a minimum 25' setback from the rear and side property lines. Chicken coop and run shall not exceed 9' in height. No chickens shall be permitted within any undisturbed water buffers, wetlands, or regulated floodplain.

2.3.4 Standards for dwelling, 'for-sale', detached houses.

- A. All detached 'For-Sale' dwellings shall meet or exceed the following requirements in addition to the requirements of all applicable Building Codes:
 1. Each dwelling shall be connected to a potable water supply and sanitary sewage disposal system approved by the Fulton County Development Services Department.
 2. Foundation: The structure shall be attached to a permanent foundation constructed in accordance with the Building Code.
 3. Exterior siding: Exterior siding materials shall consist of wood, brick, stone, concrete, stucco, EIFS or similar materials, or lap siding of masonite, vinyl or similar materials, or any combination of the above.

The exterior siding shall extend the full height of the exterior walls, from the surrounding grade to the bottom of the eaves or other juncture with the roof.
 4. Roofs: All roof surfaces shall have a minimum pitch of 2.25:12 (2¼ inches of rise for every 12 inches of run), except that mansard and gambrel roofs must meet this requirement only for those surfaces that rise from the eaves. All roof surfaces exposed to view shall be covered with asphalt or fiberglass shingles, wood shakes or shingles, clay tiles, slate, standing seam metal or similar materials.
 5. Houses shall be at least 20 ft. in width.

6. A porch or hard surfaced landing shall be provided at each exterior door and stairway top and bottom, which shall be at least as wide as the door it serves, but no less than 36 inches in width and 36 inches in depth.

2.3.5 Buffers and landscape requirements.

See UDC Section 3.2.8.

([Ord. No. 718](#), § 16, 12-14-2015; [Ord. No. 732](#), §§ 3, 4, 2-6-2017; [Ord. No. 737](#), § 1, 5-1-2017; [Ord. No. 739](#), 5-1-2017)

2.3.6 Fence and wall requirements.

- A. *Height.* Height of fences and walls used as fences shall not exceed six (6) feet on residential property and eight (8) feet on non residential property. These limits may be exceeded by up to 50% on sloped lots where the appearance of an even fence line is desired.
- B. *Location on Property.* In order to prevent the obstruction of visibility, no walls, fences, shrubbery or hedges over three (3) feet in height shall be located within twenty (20) feet of an intersection of two or more streets or within ten (10) feet of the edge of a driveway leading to a street. Fences and walls shall be placed at least five (5) feet from required landscape strips and buffers to accommodate construction and maintenance unless approved otherwise at a public hearing.
- C. *Materials.* Fences and walls used as fences shall be made of wood which shall be protected from decay by the use of naturally durable wood or wood that is pressure treated, metal, brick, block, vinyl or stone. The use of plywood/sheet goods as a material is prohibited. Barbed, razor wire or electrically charged fencing shall be permitted in AG and RE districts and may be permitted, subject to administrative review and approval, in other districts.
- D. *Appearance.* All fencing shall be constructed with finished side facing away from the property owners property. Fences and walls used as fences shall not be finished with bright or primary colors or be visually distracting in any other way. A privacy fence or chainlink fence along a public or private right-of-way shall only be permitted when the required landscape strip and associated landscape material is provided. Privacy and chainlink fences shall be prohibited in a front yard, except that the Director of Community Development, or designee, may approve a privacy fence in the front yard on collector or arterial streets.
- E. *Permit.* A permit for construction shall not be required to erect a fence or wall used as a fence which is built in accordance with these standards. Signage incorporated into such fences shall require a sign permit.

([Ord. No. 720](#), § 1, 2-22-2016; [Ord. No. 808](#), § 3(Exh. C), 9-8-2020)

2.3.7 Reserved.

Editor's note— [Ord. No. 730](#), § 7, adopted Dec. 5, 2016, repealed former § 2.3.7 which pertained to conditional uses.



City Council Meeting & Public Hearing STAFF REPORT

Submitting Department: City Clerk

Submitted By: Erin Cobb

Sponsored By:

Meeting Date: July 26, 2021

I. AGENDA ITEM TITLE: COUNCIL MEETING MINUTES (MEETING OF 6/28/2021)

THIS ITEM WAS TABLED AT THE JULY 19, 2021 CITY COUNCIL MEETING AND WILL NEED TO BE REMOVED FROM THE TABLE.

II. RECOMMENDATION:

III. REPORT IN BRIEF:

IV. ALTERNATIVES:

V. ATTACHMENTS:

Amended - Council Meeting Minutes Draft 6-28-2021



City Council Meeting
June 28, 2021
Office of the City Clerk
CITY HALL 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**

- Mayor Jim Gilvin
- Mayor Pro Tem Donald F. Mitchell
- Jason Binder
- Ben Burnett
- John Hipes
- Dan Merkel
- Karen Richard

• **Staff**

- Bob Regus, City Administrator
- Sam Thomas, City Attorney
- James Drinkard, Asst. City Administrator
- Erin Cobb, City Clerk
- Kathi Cook, Director of Community Development
- Morgan Rodgers, Director of Recreation, Parks & Cultural Services
- Trent Lindgren, Major - Police Operations
- Jonathan Hickel, Master Police Officer

III. PLEDGE TO THE FLAG

IV. CONSENT AGENDA

A. Council Meeting Minutes (Meeting of 6/21/2021)

- ❖ Mayor Pro Tem Mitchell offered a motion to approve the consent agenda
 - The motion received a second from Council Member Richard
 - The motion was approved unanimously (7-0)

V. PUBLIC HEARING

A. Z-20-05/CU-20-09/V-20-14 Alcovy Condominiums 82/92 Thompson Street

DEFERRED: This item has been deferred by the applicant and will not be heard until December. The item will be neither heard nor discussed during this evening's meeting.

B. CU-21-06 The Parish Anglican Church / Kalen Center

DEFERRED: This item has been deferred by the applicant and will not be heard until July 19, 2021. The item will be neither heard nor discussed during this evening's meeting.

C. E-21-02 Taffer's Tavern Sign Exception

DEFERRED: This item has been deferred by staff. The item will be neither heard nor discussed during this evening's meeting.

D. Z-21-05/V-21-13 Morrison Park/The Mix

DEFERRED: This item has been deferred by the applicant and will not be heard until August 02, 2021. The item will be neither heard nor discussed during this evening's meeting.

VI. OLD BUSINESS

A. Ordinance: Calling of an Election to Determine the Issuance or Non-Issuance of City of Alpharetta General Obligation Bonds in the Principal Amount of \$29,500,000 (2nd Reading)

- City Attorney, Sam Thomas, came forward to present this item.
- The recommendation is to approve an ordinance to regulate and provide for the calling of an election to determine the issuance or non-issuance of general obligation bonds in the amount of \$29,500,000 for the purpose of acquisition, construction and renovations for parks, recreation and cultural facilities, multi-use paths, sidewalks, and greenways.
- The City of Alpharetta's Mayor and Council has determined it to be in the best interests of the citizens of the City to incur bonded indebtedness in the aggregate principal amount of \$29,500,000.00 for the following purposes: (1) acquisition,

construction, and renovations for parks, recreation and cultural facilities, multi-use paths, sidewalks, and greenways; and (2) paying the costs and expenses related to such bonded indebtedness. The City will provide Alpharetta voters the opportunity to vote for or against the issuance of the bonds by placing this question on the ballot for the November 2, 2021 Election.

- The ordinance was approved for its first reading during the June 21st Regular City Council Meeting.
- The ordinance was amended since the first reading to include the project list in the ballot verbiage.
- City Attorney, Sam Thomas, read the ordinance aloud.
- ❖ Council Member Binder offered a motion to approve an ordinance to regulate and provide for the calling of an election to determine the issuance or non-issuance of general obligation bonds in the amount of \$29,500,000 for the purpose of acquisition, construction and renovations for parks, recreation and cultural facilities, multi-use paths, sidewalks, and greenways
 - The motion received a second from Council Member Burnett
 - The motion was approved (4-3); Mayor Gilvin, Council Member Merkel and Council Member Hipes voting in opposition

B. Ordinance: Calling The City Of Alpharetta General Election (2nd Reading)

- City Clerk, Erin Cobb, came forward to present this item.
- Staff is recommending that Council approve an ordinance to call the City of Alpharetta's 2021 General Election, provide publication of the election, establish the candidate qualification period and fees, and establish the voter registration cut-off date.
- The Georgia Election Code requires that when a municipality authorizes their County to conduct their election, the municipality shall by Ordinance, authorize such an action. This Ordinance serves to meet that statute requirement and in addition provides the following:
 - 1.) Calls the Alpharetta General Election
 - 2.) Provides Publication and Notice of the Alpharetta General Election
 - 3.) Provides notification of the candidate qualification period and reaffirms the associated fees
 - 4.) Provides notice of voter registration deadline for the Alpharetta General Election
- This ordinance was approved for its first reading during the June 21st Regular City Council Meeting.
- City Attorney, Sam Thomas, read the ordinance aloud.

- ❖ Council Member Binder offered a motion to approve an ordinance to call the City of Alpharetta's 2021 General Election, provide publication of the election, establish the candidate qualification period and fees, and establish the voter registration cut-off date
 - The motion received a second from Council Member Richard
 - The motion was approved unanimously (7-0)

C. Ordinance: Amending Chapter 4 (Alcoholic Beverages) of the City Code to add a Non-Conforming Premises Provision (2nd Reading) - Sponsored By: Council Members Merkel & Hipes

- City Attorney, Sam Thomas, came forward to present this item.
- The recommendation is for Council to approve an ordinance to amend Chapter 4 (Alcoholic Beverages) of the City Code to add a non-conforming premises provision; to provide for an effective date; to repeal conflicting ordinances; and for other purposes.
- This ordinance was approved for its first reading during the June 21st Regular City Council Meeting.
- There was a minor change since the first reading to clarify language that may cause confusion, although the overall purpose of the ordinance has not changed.
- City Attorney, Sam Thomas, read the ordinance aloud.
- ❖ Council Member Hipes offered a motion to approve an ordinance to amend Chapter 4 (Alcoholic Beverages) of the City Code to add a non-conforming premises provision; to provide for an effective date; to repeal conflicting ordinances; and for other purposes
 - The motion received a second from Council Member Merkel
 - The motion was approved unanimously (7-0)

VII. NEW BUSINESS

A. Public Safety Portable Radio Replacement (Capital Lease)

- Public Safety Department's Major Lindgren came forward to present this item.
- Officer Hickel came forward to discuss the technology associated with the radios.
- Staff is recommending that Mayor and Council approve acquisition of 200 replacement Motorola APXNext portable radios through Motorola Solutions, Inc. under a lease-purchase agreement with a total cost of \$1,582,043.12 (principal and interest); and adopt the attached Resolution authorizing the Mayor to execute an equipment lease-purchase agreement, and all associated documents, with Motorola Solutions, Inc. for the purposes of financing the APXNext portable radio replacements.

- The department's current portable radio (APX6000-AN model) carried by Police, Fire and 911 staff is considered "End of Life" by Motorola, for parts and software support. These radios entered service in early 2015 and are incurring increasing maintenance costs, and sometimes outright replacement, due to their age and condition.
- Public Safety Technology Division staff have identified the Motorola APXNext Radio as the replacement for the APX6000. The APXNext has several technology enhancements that will benefit users in the field to include LTE cellular backup to provide over the air programming and firmware updates, geo-location, and supplementing radio tower coverage to reduce "out of range" instances inside of buildings and while outside radio tower coverage areas. New battery technology allows greater capacity in a smaller size and redesigned shoulder mics take advantage of multiple microphones and advancements in noise reduction for clearer communications.
- The proposal includes one hundred fifty (150) APXNext Radios for Police, Admin, and 911 staff and fifty (50) APXNext XE (eXtreme Environment) Radios for Fire. Extra batteries, charger banks, shoulder mics, antennas, and other accessories and replacement parts are included in the price, as well as a KVL5000 device, which allows advanced encryption keys to be loaded into the radios for our SWAT and undercover units to work with other jurisdictions on their encrypted channels.
- The APXNext Radios have bundled subscription services to take advantage of new technology. These services are included in year one, and will renew in years two through seven, except for Accidental Damage, which is included for three years and will renew at slightly increasing rates in years four through seven.
- Subscription Services:
 - Accidental Damage coverage (3 Year included in price)
 - Smart Programming (Update, patch, and deploy software over the air through LTE)
 - Smart Connect (LTE Subscription Service – Motorola handles LTE Carrier contracts)
 - Smart Locate (Geo Locating Feature)
 - Smart Mapping Radio/PC (Use map on Radio to see other Radios in your vicinity)
- Based on our history with the APX6000 Radio, we expect to place these devices in service for seven (7) years or more before replacement. The APXNext was launched in 2020, so we are early in the product cycle. Full accidental damage coverage should mitigate all expensive repairs during the same period.
- Funding for this initiative was approved as part of the 2022 budget (911 Fund). A simplified cost structure is below:

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Device Cost	\$226,006.16	\$226,006.16	\$226,006.16	\$226,006.16	\$226,006.16	\$226,006.16	\$226,006.16
Service Cost	\$0.00	\$71,200.00	\$71,200.00	\$128,680.00	\$128,680.00	\$138,400.00	\$138,400.00
Total	\$226,006.16	\$297,206.16	\$297,206.16	\$354,686.16	\$354,686.16	\$364,406.16	\$364,406.16

- Motorola is providing financing for the base device and accessory cost (\$1,565,704.05), with years one through five at zero interest, and years six and seven at 2.49% interest. The financing cost is \$16,339.07 (total principal and interest cost = \$1,582,043.12). The base device pricing above also includes a trade in credit of \$50,000 for two hundred (200) of our existing APX6000 Radios. Motorola is offering an additional incentive of \$20,000 in accessories and training if a signed purchase

contract can be completed by July 2, 2021. Motorola is the sole source provider of radio technology through the North Fulton Regional Radio System Authority.

- City Attorney, Sam Thomas, read the resolution aloud.
- **Public Comment:** No Public Comment
- ❖ Council Member Hipes offered a motion to approve acquisition of 200 replacement Motorola APXNext portable radios through Motorola Solutions, Inc. under a lease-purchase agreement with a total cost of \$1,582,043.12 (principal and interest); and adopt a Resolution authorizing the Mayor to execute an equipment lease-purchase agreement, and all associated documents, with Motorola Solutions, Inc. for the purposes of financing the APXNext portable radio replacements
 - The motion received a second from Council Member Merkel
 - The motion was approved unanimously (7-0)

B. Memorandum Of Understanding With City Of Milton: Summer Camp Cooperation

- City Administrator, Bob Regus, came forward to present this item.
- Staff is recommending that Mayor and Council approve the Memorandum of Understanding between the City of Alpharetta, Georgia and the City of Milton, Georgia for Summer Camp Cooperation; and authorize the Mayor to execute all necessary documents.
- During the June 21, 2021 City Council Meeting, the City Administrator were tasked to negotiate a Memorandum of Understanding with the City of Milton whereby certain non-resident fees associated with participation in special needs summer camps would be waived for citizens of each City. That cooperative agreement is now being submitted for consideration by City Council.
- **Public Comment:** No Public Comment
- ❖ Council Member Richard offered a motion to approve the Memorandum of Understanding between the City of Alpharetta, Georgia and the City of Milton, Georgia for Summer Camp Cooperation; and authorize the Mayor to execute all necessary documents
 - The motion received a second from Council Member Binder
 - The motion was approved unanimously (7-0)

VIII. PUBLIC COMMENT

- Ruth Ann Tatum, 250 Pebble Trail, Alpharetta, GA, 30009, came forward to comment on the topic of elected officials having an alcoholic beverage license.

IX. REPORTS

- Council Member Merkel announced the following upcoming events:
 - Ribbon cutting for the Greenway at Union Hill Park
 - Town Green will be open next week
 - Fireworks on July 4th at Wills Park

X. ADJOURNMENT TO EXECUTIVE SESSION

- ❖ Council Member Binder offered a motion to adjourn into Executive Session
 - The motion received a second from Mayor Pro Tem Mitchell
 - The motion was approved unanimously (7-0)
- ❖ With no further business to discuss or items to be heard, Mayor Gilvin adjourned the meeting into Executive Session at 7:02 P.M.

Respectfully submitted,


Erin Cobb, City Clerk



City Council Meeting & Public Hearing STAFF REPORT

Submitting Department: Information Technology

Submitted By:

Sponsored By:

Meeting Date: July 26, 2021

I. AGENDA ITEM TITLE: RFP 21-111 CITY COUNCIL A/V SYSTEM REPLACEMENT

II. RECOMMENDATION:

Please award RFP 21-111 City Council A/V System Replacement project to One Diversified LLC in an amount totaling \$267,554.34 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: \$267,554.34 = INCLUDES \$191,976.34 FOR EQUIPMENT, SOFTWARE, INSTALLATION, AND PROJECT MANAGEMENT SERVICES, AND \$75,578.00 FOR 5-YEARS OF SUPPORT/MAINTENANCE SERVICES (PULSE + ASSURANCE PROGRAM).

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
30117400-542400-C2201 (City Council A/V System Replacement)	\$267,554.34

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

The City Council A/V (Audio/Visual and Streaming) System was installed in 2014 (as a mix of new components and some repurposed from the old Council Chambers) with some modifications and replacements installed since the original installation. Most of the components of the system have reached end of life as well as being technologically dated. In particular, with the advent of social media and streaming technologies, the current system was never designed to directly support these current and standard technologies.

The Department of Information Technology under the direction of the Department of the City Administrator put forward a Capital Project in the FY 2022 budget to fund replacement of the City Council A/V system.

On May 20, 2021, the City issued Request For Proposal (RFP) #21-111 for the project with a due date of June 24, 2021. Two vendors responded and were ranked by an Evaluation Committee comprised of members of City Administration and the IT Departments.

1. BIS Digital, Inc.
2. One Diversified LLC

The Evaluation Committee ranked the proposals in accordance with multiple criterium including: Project Team, Resumes, Statements of Qualifications, Project Staffing, References (35 points); Technical Proposal, Project Approach, Previous Projects, Quality of Design and Components (30 points); Available Resources, Schedule, Work-in-Process for Prime, Ability to Deliver Quickly (10 points); Cost (22 points); and Local vendor Preferences (3 points).

The Evaluation Committee unanimously scored One Diversified LLC as the most qualified vendor for this project. The

evaluation team rankings are as follows on a scale of 1 to 100 (with 100 points being highest):

1. One Diversified LLC (80.32 points)
2. BIS Digital (64.33 points)

A meeting was held with One Diversified LLC to address equipment and project timeline questions. Staff requested multiple value-engineering options including retaining the existing video displays and funding 5-years of maintenance/warranty costs upfront (for a cost savings). The originally proposed video displays/installation totaled \$130,540 and, with the understanding that the existing video displays will work seamlessly with the proposed system, the proposed video displays have been removed from the proposal. Video displays can be replaced later with little or no impact to the proposed system.

Proposed project costs total \$267,554.34 and include \$191,976.34 for equipment, software, installation, and project management services, and \$75,578.00 for 5-years of support/maintenance services (pulse + assurance program). Funding totaling \$300,000 was approved in the FY 2022 Capital Budget for this initiative. Residual funding after project completion will be transferred to the non-allocated capital account for future appropriation by the City Council.

Once approved by City Council and the Mayor, this project is likely to be installed between November 2021 - January 2022 due to the time delays in procuring equipment due to chip and other shortages according to One Diversified LLC. Installation of the system can be managed to lessen any impact with City Council and other meetings. Public Works Director Pete Sewczwicz will be the City project manager for this replacement/installation.

V. ALTERNATIVES:

None

VI. ATTACHMENTS:

One Diversified Cost Proposal, One Diversified Proposal Excerpt

Qty	Manufacturer	Model	Description	Unit Price	Extended Price	Price
A. Video Production Switcher and Cameras						
1	Panasonic	AV-HLC100P	Live Production Center	\$9,152.00	\$9,152.00	
3	PANASONIC	AW-UE100WPJ	4K NDI Pro PTZ 24x Optical Zoom Camera (White)	\$6,586.00	\$19,758.00	
3	Nigel B. Designs	NB-AVCB-W	Anti-vibration multi-camera wall mountin	\$555.50	\$1,666.50	
1	Panasonic	AW-SF300	Visual Preset Software Key	\$1,403.47	\$1,403.47	
					Items Subtotal	\$31,979.97
zz.Misc						
1	Diversified	MscMaterials	Miscellaneous Materials	\$666.67	\$666.67	
					Items Subtotal	\$666.67
Professional Services						
1	Diversified	Engineer	Design Engineering Services	\$1,332.00	\$1,332.00	
1	Diversified	CAD Operator	Drafting Services	\$280.00	\$280.00	
1	Diversified	Project Manager	Project Management Services	\$392.00	\$392.00	
1	Diversified	Field Engineer	Field Engineering Services	\$960.00	\$960.00	
1	Diversified	Programmer	Programming Services	\$1,020.00	\$1,020.00	
1	Diversified	Installation Tech	On-site Installation Services	\$1,440.00	\$1,440.00	
1	Diversified	Project Coordinator	Project Administration/Coordination	\$325.00	\$325.00	
					Services Subtotal	\$5,749.00
General & Administrative						
1	Diversified	Freight	Freight	\$257.73	\$257.73	
					G&A Subtotal	\$257.73
					Room/Task Total	\$38,653.37
B. Microphones & Discussion System						
A. Wired Discussion Microphones						
12	Shure Inc	MXC640	4.3" Wide LCD Color Touchscreen Conference Unit	\$802.22	\$9,626.64	
12	Shure Inc	MXC416DF/C	Cardioid Dual-Flex Gooseneck Microphone (16 in/40 cm) with flexible top and bottom sections, bi-color LED, 10-pin connector, and foam windscreen, for MXC, MXCW conference units; black	\$145.41	\$1,744.92	
1	Shure Inc	DIS-CCU	central control unit	\$697.93	\$697.93	
					Items Subtotal	\$12,069.49
B. Licensing						
1	Shure Inc	SW6000	CONFERENCE MANAGEMENT SOFTWARE	\$2,105.83	\$2,105.83	
1	Shure Inc	SW6000-ADV	ADVANCED MEETING MANAGEMENT. Max 3800 meeting participants	\$2,807.78	\$2,807.78	
1	Shure Inc	SW6000-CAA	CONFERENCE ADMINISTRATOR APPLICATION (CAA)	\$491.37	\$491.37	
2	Shure Inc	SW6000-CDA	CONFERENCE DISPLAY APPLICATION (CDA)	\$491.37	\$982.74	
2	Shure Inc	SW6000-CUA	CONFERENCE USER APPLICATION (CUA)	\$140.39	\$280.78	
1	Shure Inc	SW6000-ESI	EXTERNAL SYSTEM INTERFACE	\$1,123.11	\$1,123.11	
1	Shure Inc	SW6000-VOTE	VOTING. Enables Voting from a PC and Documenting of Voting results	\$1,123.11	\$1,123.11	
					Items Subtotal	\$8,914.72
C. Wireless Microphones						
2	Shure Inc	UA864US	Wall-Mounted Wideband Antenna	\$315.61	\$631.22	
2	Shure Inc	UA8100	100' UHF Remote Antenna Extension Cable, BNC-BNC, RG213/U Type	\$179.44	\$358.88	
2	Shure Inc	ULXD2/B58--G50	Handheld Transmitter with BETA 58A® Microphone	\$464.44	\$928.88	
2	Shure Inc	ULXD1--G50	Digital Wireless Bodypack Transmitter with Miniature 4-Pin Connector	\$369.44	\$738.88	
2	Shure Inc	TH53T/O-MTQG	OMNI HDSET, MTQG, TAN	\$475.00	\$950.00	
1	Shure Inc	ULXD2/B58--G50	Quad Digital Wireless Receiver with internal power supply, 1/2 Wave Antenna and Rack Mounting Hardware	\$4,201.11	\$4,201.11	
					Items Subtotal	\$7,808.97
D. Dante Conversion						

1	Shure Inc	ANI4IN-XLR	4-Input, XLR connectors, Mic/Line Dante™ Audio Network Interface with PEQ and Audio Summing	\$406.39	\$406.39		
1	Shure Inc	ANI4OUT-XLR	4-Output, XLR connectors, Mic/Line Dante™ Audio Network Interface with PEQ and Audio Summing	\$406.39	\$406.39		
					Items Subtotal	\$812.78	
E. Cabling							
10	SHURE INC	EC 6001-03	3M Black STP Shielded Cat5E (RJ45) F/UTP Cable w/ Connectors	\$17.04	\$170.40		
4	SHURE INC	EC 6001-10	10M Black STP Shielded Cat5E (RJ45) F/UTP Cable w/ Connectors	\$32.09	\$128.36		
					Items Subtotal	\$298.76	
zz.Misc							
1	Diversified	MscMaterials	Miscellaneous Materials	\$666.67	\$666.67		
					Items Subtotal	\$666.67	
Professional Services							
1	Diversified	Engineer	Design Engineering Services	\$1,776.00	\$1,776.00		
1	Diversified	CAD Operator	Drafting Services	\$1,120.00	\$1,120.00		
1	Diversified	Project Manager	Project Management Services	\$392.00	\$392.00		
1	Diversified	Field Engineer	Field Engineering Services	\$1,280.00	\$1,280.00		
1	Diversified	Programmer	Programming Services	\$1,360.00	\$1,360.00		
1	Diversified	Fabrication Tech	Rack Fabrication Services	\$284.00	\$284.00		
1	Diversified	Installation Tech	On-site Installation Services	\$2,880.00	\$2,880.00		
1	Diversified	Project Coordinator	Project Administration/Coordination	\$65.00	\$65.00		
					Services Subtotal	\$9,157.00	
General & Administrative							
1	Diversified	Freight	Freight	\$257.73	\$257.73		
					G&A Subtotal	\$257.73	
					Room/Task Total	\$39,986.12	
C. DSP and Speaker System							
1	QSC	CORE 110f	Unified Core with 24 local audio I/O channels, 128x128 network I/O channels, dual LAN ports, POTS and VoIP telephony, 16x16 GPIO, 16 next-generation AEC processors, 1RU.	\$2,395.56	\$2,395.56		
1	QSC	SL-DAN-32-P	Q-SYS Software-based Dante 32x32 Channel License, Perpetual	\$522.67	\$522.67		
1	QSC	SL-MST-110-P	Q-SYS Core 110 license for Microsoft Teams Room software features, enables both Q-SYS Scripting and UCI Deployment, Perpetual	\$392.00	\$392.00		
1	Meyer Sound	09.205.001.01	MPS-488HP, 48 V DC Power Supply with 8 Phoenix 5-pin female output connectors. US cord. Replaces MPS-488p.	\$1,264.80	\$1,264.80		
4	MEYER SOUND	09.297.101.01	ULTRA-X20XP, STD, PHOENIX	\$2,356.00	\$9,424.00		
4	MEYER SOUND	40.297.454.01	MUB ULTRA X-20 U-BRACKET KIT	\$117.80	\$471.20		
4	MEYER SOUND	CUSTOM FINISH	CUSTOM FINISH FOR SPEAKERS	\$111.11	\$444.44		
1	AudioPressBox	APB-112 IW-D	AudioPressBox unit with 1 channel DANTE input and 12 LINE/Mic outputs	\$1,420.00	\$1,420.00		
					Items Subtotal	\$16,334.67	
zz.Misc							
1	Diversified	MscMaterials	Miscellaneous Materials	\$2,777.78	\$2,777.78		
					Items Subtotal	\$2,777.78	
Professional Services							
1	Diversified	Engineer	Design Engineering Services	\$888.00	\$888.00		
1	Diversified	CAD Operator	Drafting Services	\$560.00	\$560.00		
1	Diversified	Project Manager	Project Management Services	\$784.00	\$784.00		
1	Diversified	Field Engineer	Field Engineering Services	\$640.00	\$640.00		
1	Diversified	Programmer	Programming Services	\$2,040.00	\$2,040.00		
1	Diversified	Fabrication Tech	Rack Fabrication Services	\$284.00	\$284.00		

1	Diversified	Installation Tech	On-site Installation Services	\$1,440.00	\$1,440.00	
1	Diversified	Project Coordinator	Project Administration/Coordination	\$130.00	\$130.00	
General & Administrative					Services Subtotal	\$6,766.00
1	Diversified	Freight	Freight	\$618.56	\$618.56	
					G&A Subtotal	\$618.56
					Room/Task Total	\$26,497.01
D1. Video Walls - NEC Kit						
2	NEC	LED-FE01212-110IN	dvLED Display	\$51,833.33	\$103,666.66	
2	NEC	EXTSYFE01212-110	Extended Warranty 5 Years for LED-FE01212-110	\$3,331.11	\$6,662.22	
					Items Subtotal	\$110,328.88
zz.Misc						
1	Diversified	MscMaterials	Miscellaneous Materials	\$8,493.33	\$8,493.33	
					Items Subtotal	\$8,493.33
Professional Services						
1	Diversified	Engineer	Design Engineering Services	\$2,664.00	\$2,664.00	
1	Diversified	CAD Operator	Drafting Services	\$1,120.00	\$1,120.00	
1	Diversified	Project Manager	Project Management Services	\$2,352.00	\$2,352.00	
1	Diversified	Field Engineer	Field Engineering Services	\$640.00	\$640.00	
1	Diversified	Fabrication Tech	Rack Fabrication Services	\$1,136.00	\$1,136.00	
1	Diversified	Installation Tech	On-site Installation Services	\$960.00	\$960.00	
1	Diversified	Project Coordinator	Project Administration/Coordination	\$1,300.00	\$1,300.00	
					Services Subtotal	\$10,172.00
General & Administrative						
1	Diversified	Freight	Freight	\$1,546.39	\$1,546.39	
					G&A Subtotal	\$1,546.39
					Room/Task Total	\$0.00
E. Dais In-Table Displays						
11	Samsung	QB24R-T	24" Commercial FHD LED LCD display, Cap Touch magicinfo S6 16/7 1920x1080	\$715.92	\$7,875.12	
11	VFI/AFV	PLM1022	10-24" MONITOR	\$131.26	\$1,443.86	
13	CRESTRON	DM-NVX-360	DM NVX 4K60 4:4:4 HDR Network AV Encoder/Decoder	\$750.00	\$9,750.00	
1	Crestron	DM-DGE-200-C	Digital Graphics Engine 200 w/PinPoint™ UX & 4K DM 8G+® Input	\$1,688.89	\$1,688.89	
					Items Subtotal	\$20,757.87
zz.Misc						
1	Diversified	MscMaterials	Miscellaneous Materials	\$666.67	\$666.67	
					Items Subtotal	\$666.67
Professional Services						
1	Diversified	Engineer	Design Engineering Services	\$666.00	\$666.00	
1	Diversified	CAD Operator	Drafting Services	\$560.00	\$560.00	
1	Diversified	Project Manager	Project Management Services	\$392.00	\$392.00	
1	Diversified	Field Engineer	Field Engineering Services	\$320.00	\$320.00	
1	Diversified	Programmer	Programming Services	\$340.00	\$340.00	
1	Diversified	Installation Tech	On-site Installation Services	\$2,400.00	\$2,400.00	
1	Diversified	Project Coordinator	Project Administration/Coordination	\$130.00	\$130.00	
					Services Subtotal	\$4,808.00
General & Administrative						
1	Diversified	Freight	Freight	\$257.73	\$257.73	
					G&A Subtotal	\$257.73
					Room/Task Total	\$26,490.27
F. Video Routing & Control						

5	CRESTRON	UC-FLEXCARE-C	Premium Crestron Flex Support for New C-Series Systems.	\$263.89	\$1,319.45		
					Items Subtotal	\$1,319.45	
A. Control							
2	One Diversified LLC	TBD Equipment	TBD Equipment Item - PC FOR PANASONIC VISUAL PRESET SOFTWARE	\$833.33	\$1,666.66		
1	CRESTRON	CP4N	4-Series Control System	\$1,477.78	\$1,477.78		
1	CRESTRON	TS-1070-B-S	10.1 in. Tabletop Touch Screen, Black Smooth	\$1,583.33	\$1,583.33		
					Items Subtotal	\$4,727.77	
B. Routing							
1	Crestron	DM-NVX-DIR-80	DM NVX Director Virtual Switching Appliance for 80 Endpoints	\$2,638.89	\$2,638.89		
1	Crestron	DMF-CI-8	DigitalMedia™ Card Chassis for DM-NVX-C & DMCF, 8 Slots	\$1,055.56	\$1,055.56		
6	CRESTRON	DM-NVX-360C	DM NVX 4K60 4:4:4 HDR Network AV Encoder/Decoder Card	\$750.00	\$4,500.00		
2	CRESTRON	DM-NVX-360	DM NVX 4K60 4:4:4 HDR Network AV Encoder/Decoder	\$750.00	\$1,500.00		
2	Decimator	DD-HX	MD-HX: HDMI/SDI Cross Converter w/ Scaling & Frame Rate Conversion	\$304.91	\$609.82		
					Items Subtotal	\$10,304.27	
C. UC Engine							
1	CRESTRON	UC-CX100-T	Crestron Flex Advanced Integrated Video Conference System for Microsoft Teams Rooms	\$3,518.17	\$3,518.17		
					Items Subtotal	\$3,518.17	
D. 5-yr Licensing							
60	CRESTRON	SW-XIOC-API	XiO Cloud Provisioning and Management Service, REST API License for one room.	\$0.83	\$49.80		
60	CRESTRON	SW-XIOC-EM	XiO Cloud Provisioning and Management Service, Endpoint Management License for one room	\$2.78	\$166.80		
60	CRESTRON	SW-XIOC-S	XiO Cloud Provisioning and Management Service, Support License for one room	\$3.89	\$233.40		
					Items Subtotal	\$450.00	
E. Front of Room Inputs							
4	CRESTRON	DM-NVX-360	DM NVX 4K60 4:4:4 HDR Network AV Encoder/Decoder	\$750.00	\$3,000.00		
					Items Subtotal	\$3,000.00	
F. Rack							
1	Middle Atlantic	BGR-4532-AV	Floor Gangable	\$2,189.00	\$2,189.00		
1	Middle Atlantic	CBS-BGR	BGR CASTER KIT W/HWARE	\$134.50	\$134.50		
					Items Subtotal	\$2,323.50	
G. Plates							
1	One Diversified LLC	TBD Equipment	TBD Equipment Item - Video Connection Plates for Press	\$1,388.89	\$1,388.89		
					Items Subtotal	\$1,388.89	
H. Switch							
1	Tripp Lite	N252-048	Tripplite 48 Port Cat6 RJ45 Patch Panel	\$102.22	\$102.22		
1	Netgear	GSM4352PB-100NES	M4300-52G-PoE+ Stackable Managed Switch w/ 1000W PSU	\$2,167.78	\$2,167.78		
1	Netgear	APS1000W-100NES	NETGEAR 1000 Watt Power Supply	\$598.89	\$598.89		
					Items Subtotal	\$2,868.89	
zz.Misc							
1	Diversified	MscMaterials	Miscellaneous Materials	\$3,888.89	\$3,888.89		
					Items Subtotal	\$3,888.89	
Professional Services							
1	Diversified	Engineer	Design Engineering Services	\$888.00	\$888.00		
1	Diversified	CAD Operator	Drafting Services	\$560.00	\$560.00		
1	Diversified	Project Manager	Project Management Services	\$392.00	\$392.00		
1	Diversified	Field Engineer	Field Engineering Services	\$1,280.00	\$1,280.00		
1	Diversified	Programmer	Programming Services	\$2,040.00	\$2,040.00		
1	Diversified	Fabrication Tech	Rack Fabrication Services	\$1,704.00	\$1,704.00		
1	Diversified	Installation Tech	On-site Installation Services	\$2,400.00	\$2,400.00		
1	Diversified	Project Coordinator	Project Administration/Coordination	\$130.00	\$130.00		
					Services Subtotal	\$9,394.00	

General & Administrative							
1	Diversified	Freight	Freight	\$721.65	\$721.65		
						G&A Subtotal	\$721.65
						Room/Task Total	\$43,905.48
G. Control Furniture							
A. Desk							
1	VENUEFLEX	BC 20	Broadcast Console work table two racks wide x 0RU high.	\$1,915.83	\$1,915.83		
1	VENUEFLEX	BC-AL-PWRDMX	Broadcast Console Accent Lighting Kit Power and DMX Supply; supports up to 4 interconnected desk modules	\$332.50	\$332.50		
1	VENUEFLEX	BC-AL	Broadcast Console Accent Lighting Kit - 1 per Console (Does not include DMX and Power Supply)	\$249.17	\$249.17		
1	VENUEFLEX	BC-END-0-L	Left side end panel for BC-30 broadcast console series only.	\$207.50	\$207.50		
1	VENUEFLEX	BC-END-0-R	Right side end panel for BC-30 broadcast console series only.	\$207.50	\$207.50		
2	MIDDLE ATLANTIC	MM3-C-120-BK	MM3 Series Single Monitor Dynamic Column Mount, Black	\$172.00	\$344.00		
1	Samsung	QB43R	43"3840x2160 4K LED 350Nits 16/7 Wifi IP5X Tizen 4.0 NOT TAA 16/7	\$666.74	\$666.74		
1	SAMSUNG	QB24R-T	24" Commercial FHD LED LCD display,Cap Touch magicinfo S6 16/7 1920x1080	\$715.92	\$715.92		
						Items Subtotal	\$4,639.16
zz.Misc							
1	Diversified	MscMaterials	Miscellaneous Materials	\$222.22	\$222.22		
						Items Subtotal	\$222.22
Professional Services							
1	Diversified	Engineer	Design Engineering Services	\$222.00	\$222.00		
1	Diversified	CAD Operator	Drafting Services	\$140.00	\$140.00		
1	Diversified	Project Manager	Project Management Services	\$196.00	\$196.00		
1	Diversified	Installation Tech	On-site Installation Services	\$360.00	\$360.00		
						Services Subtotal	\$918.00
General & Administrative							
1	Diversified	Freight	Freight	\$257.73	\$257.73		
						G&A Subtotal	\$257.73
						Room/Task Total	\$6,037.11
H. Pre-Function Room							
1	CRESTRON	DM-NVX-360	DM NVX 4K60 4:4:4 HDR Network AV Encoder/Decoder	\$750.00	\$750.00		
						Items Subtotal	\$750.00
zz.Misc							
1	Diversified	MscMaterials	Miscellaneous Materials	\$90.00	\$90.00		
						Items Subtotal	\$90.00
Professional Services							
1	Diversified	Engineer	Design Engineering Services	\$33.30	\$33.30		
1	Diversified	CAD Operator	Drafting Services	\$14.00	\$14.00		
1	Diversified	Project Manager	Project Management Services	\$39.20	\$39.20		
1	Diversified	Field Engineer	Field Engineering Services	\$48.00	\$48.00		
1	Diversified	Programmer	Programming Services	\$51.00	\$51.00		
1	Diversified	Fabrication Tech	Rack Fabrication Services	\$42.60	\$42.60		
1	Diversified	Installation Tech	On-site Installation Services	\$108.00	\$108.00		
1	Diversified	Project Coordinator	Project Administration/Coordination	\$6.50	\$6.50		
						Services Subtotal	\$342.60
General & Administrative							
1	Diversified	Freight	Freight	\$20.88	\$20.88		
						G&A Subtotal	\$20.88
Travel & Expense							
1	Diversified	Travel Expense Budget	Travel and Expenses	\$127.32	\$127.32		
						Expense Subtotal	\$127.32

					Room/Task Total	\$1,330.80
I. MPR - Community Room						
1	CRESTRON	DM-NVX-360	DM NVX 4K60 4:4:4 HDR Network AV Encoder/Decoder	\$750.00	\$750.00	
					Items Subtotal	\$750.00
zz.Misc						
1	Diversified	MscMaterials	Miscellaneous Materials	\$90.00	\$90.00	
					Items Subtotal	\$90.00
Professional Services						
1	Diversified	Engineer	Design Engineering Services	\$33.30	\$33.30	
1	Diversified	CAD Operator	Drafting Services	\$14.00	\$14.00	
1	Diversified	Project Manager	Project Management Services	\$39.20	\$39.20	
1	Diversified	Field Engineer	Field Engineering Services	\$48.00	\$48.00	
1	Diversified	Programmer	Programming Services	\$51.00	\$51.00	
1	Diversified	Fabrication Tech	Rack Fabrication Services	\$42.60	\$42.60	
1	Diversified	Installation Tech	On-site Installation Services	\$108.00	\$108.00	
1	Diversified	Project Coordinator	Project Administration/Coordination	\$6.50	\$6.50	
					Services Subtotal	\$342.60
General & Administrative						
1	Diversified	Freight	Freight	\$20.88	\$20.88	
					G&A Subtotal	\$20.88
Travel & Expense						
1	Diversified	Travel Expense Budget	Travel and Expenses	\$127.32	\$127.32	
					Expense Subtotal	\$127.32
					Room/Task Total	\$1,330.80
J. Power Back Up						
1	APC	SRT3000XLA	APC Smart-UPS SRT 3000VA 120V	\$2,627.78	\$2,627.78	
1	APC	SRT96BP	APC Smart-UPS SRT 96V 3kVA Battery Pack	\$950.82	\$950.82	
					Items Subtotal	\$3,578.60
zz.Misc						
1	Diversified	MscMaterials	Miscellaneous Materials	\$1,666.67	\$1,666.67	
					Items Subtotal	\$1,666.67
Professional Services						
1	Diversified	Engineer	Design Engineering Services	\$888.00	\$888.00	
1	Diversified	CAD Operator	Drafting Services	\$280.00	\$280.00	
1	Diversified	Project Manager	Project Management Services	\$196.00	\$196.00	
1	Diversified	Fabrication Tech	Rack Fabrication Services	\$284.00	\$284.00	
1	Diversified	Installation Tech	On-site Installation Services	\$720.00	\$720.00	
1	Diversified	Project Coordinator	Project Administration/Coordination	\$32.50	\$32.50	
					Services Subtotal	\$2,400.50
General & Administrative						
1.00	Diversified	Freight	Freight	\$99.61	\$99.61	
					G&A Subtotal	\$99.61
					Room/Task Total	\$7,745.38

SUMMARY					
Qty	Previous Room/Task Unit Price	Room/Task Description	New Room/Task Price	Extended Price	
1	\$41,865.60	A. Video Production Switcher and Cameras	\$31,904.37	\$38,653.37	
1	\$39,986.12	B. Microphones & Discussion System	\$32,177.15	\$39,986.12	
1	\$26,096.78	C. DSP and Speaker System	\$26,497.01	\$26,497.01	
1	\$127,602.83	D1. Video Walls - NEC Kit	\$0.00	\$0.00	
1	\$26,490.27	E. Dais In-Table Displays	\$17,171.29	\$26,490.27	
1	\$43,750.48	F. Video Routing & Control	\$43,905.48	\$43,905.48	
1	\$7,008.02	G. Control Furniture	\$6,037.11	\$6,037.11	

1	\$1,330.80	H. Pre-Function Room	\$1,330.80	\$1,330.80
1	\$1,330.80	I. MPR - Community Room	\$1,330.80	\$1,330.80
1	\$7,745.38	J. Power Back Up	\$7,745.38	\$7,745.38
		Estimated Tax	\$0.00	\$0.00
		Grand Total		\$191,976.34

Pulse + Assurance:

Recurring:

5-year total - **\$79,556** (*Paid annually - \$15,911*)5% discount if paid upfront - **\$75,578**

One-time:

Onboarding - **\$3,800****Onsite support:**

\$90 per hour w/ 4 hour minimum

Tech arrives at least 1 hour before meeting starts to test the system

Meeting schedule provided by client at least 1 quarter in advance

Diversified understands meeting schedules could change, and we request at least 1 weeks' notice in writing (email) for any time/day changes to the schedule.

Service Level Agreements:

	GSC/NOC	Remote Call Back			Onsite Support
	Acknowledge Call/Email	Primary Mon-Fri 8a-5p Local	Non-Primary Mon-Fri 5p-8a Local	Non-Primary Weekends, Holidays	Onsite Support
Level One Support	15 min	15 min	1 Hr	1 Hr	4 Hrs
Level Two Support	15 min	15 min	1 Hr	1 Hr	Next Bus Day
Level Three Support	15 min	1 Hr	4 Hrs	4 Hrs	3 Bus Day
Level Four Support	15 min	Schedule set quarterly, 1 week minimum notice of schedule change			
Level One Support	Unuseable - A critical system has become unuseable for normal operations				
Level Two Support	Useable - A critical system fault causing disruption/inconvenience for normal operations				
Level Three Support	Useable - A minor impact to services, or scheduled maintenance				
Level Four Support	On-site support for City Council Meetings				



DOCUMENT 1: COMPANY INFORMATION

June 23, 2021

Debora Westbrook
City of Alpharetta
2 Park Plaza
Alpharetta, GA 30009

Subject: City Council AV System

Dear Debora,

Thank you for considering Diversified as the design and implementation partner for your City of Alpharetta City Council AV System Replacement, Support and Maintenance project.

Diversified was formed in 1993 as a full-service systems and media technology integration company, originally addressing the technical needs of the broadcast, audio-visual, IT and RF market segments. As the market needs continued to grow and evolve, so did Diversified's service offerings. In 2016, Diversified acquired industry leading Technical Innovation, with roots dating back to 1937. Since then, the company made a series of strategic investments and acquisitions that not only expanded their portfolio of expertise but also extended their geographic footprint to better serve a growing client base.

Today Diversified has more than 50 offices serving Fortune 500 clients around the world. Our Southern Regional Headquarters is located in Norcross, Georgia. This 80,000 square foot facility includes a shop integration and staging area where we will assemble and test all the EMSK systems. Our Global Service Help Desk is also located in Norcross and technicians are dispatched locally which will provide very quick issue resolution.

Diversified is committed to maintaining our relationship with the City of Alpharetta as your AV partner for the City Council AV System Replacement, Support and Maintenance project. We believe that we are uniquely qualified as a partner for this project based on our background working with you on the original project. This experience helps to provide a seamless transition from award to implementation to service and support.

Diversified acknowledges receipt of Addendum 1 released on June 1, 2021.

Diversified is a team driven to succeed in their effort to delivering outstanding results and hopes to earn the trust of the City of Alpharetta project team.

Sincerely,

Thomas Harriman
Account Executive
T 470.246.4604
2975 Northwoods Pkwy, Atlanta, GA 30071
tharriman@diversifiedus.com



ORGANIZATIONAL OVERVIEW

Company History

Diversified was formed in 1993 as a full-service systems and media technology integration company, originally addressing the technical needs of the broadcast, audio-visual, IT and RF market segments. However, as the market needs continued to grow and evolve, so did Diversified's service offerings. Over the years, the company made a series of strategic investments and acquisitions that not only expanded their portfolio of expertise but also extended their geographic footprint to better serve a growing client base.

With the enhanced capabilities, Diversified emerged as an industry leading technology solutions provider delivering innovative digital media, collaborative, broadcasting, electronic security, and OTT solutions to a global clientele across a wide array of markets including financial, media & entertainment, enterprise, energy, higher education, technology, healthcare, hospitality, government, and more. As an engineering-centric organization, our specialized teams of technical experts partner with clients to design custom solutions that enhance their operations, increase productivity, and help drive ROI.

Today Diversified has 50+ offices serving Fortune 500 clients around the world and is widely recognized for thought leadership and strategic enterprise implementation. From initial design consultation to deployment to managed services, Diversified is a trusted technology partner.

Organization

Diversified delivers services and solutions through focused, yet integrated, specialties. We understand unique industry challenges, business issues and emerging technology trends, which enable us to deliver solutions tailored to your needs.

Single Point of Contact:

Mr. Thomas Harriman
Account Executive
T 470.246.4604
2975 Northwoods Pkwy, Atlanta, GA 30071
tharriman@diversifiedus.com



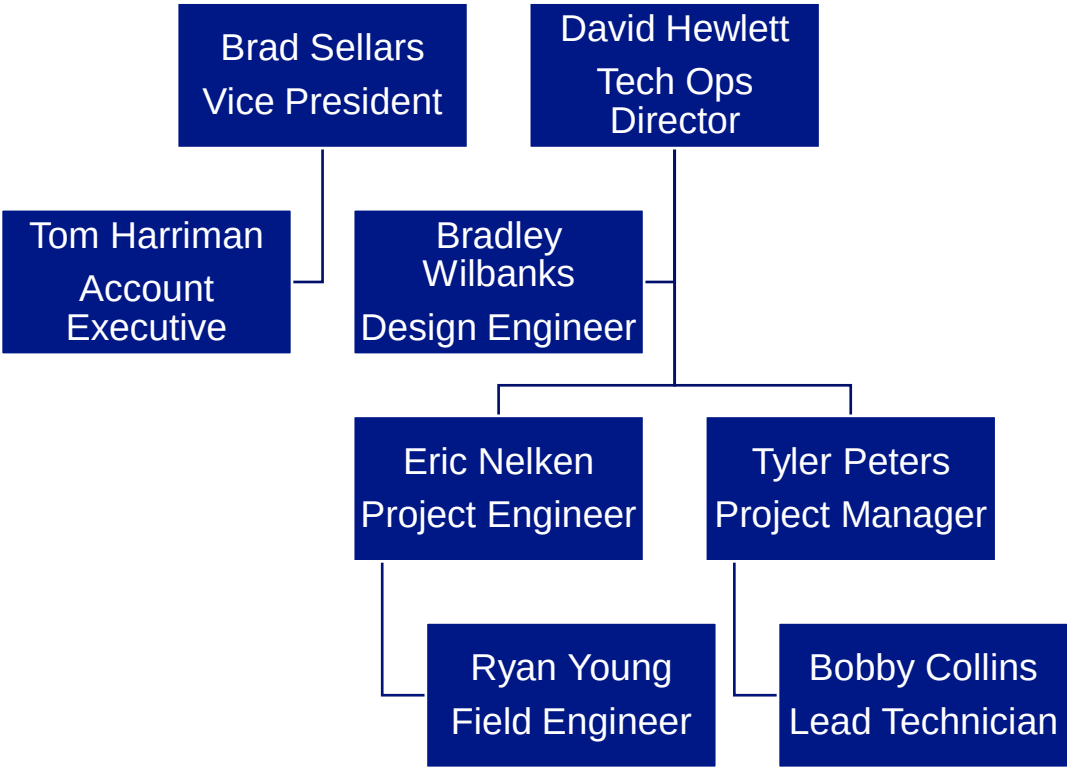
*Based on our internal client survey on integration and service.





DOCUMENT 2: PROJECT TEAM, RESUMES/STATEMENT OF QUALIFICATION

PROJECT TEAM ORGANIZATIONAL CHART





PROJECT TEAM BIOGRAPHIES



Brad Sellars
Vice President
2975 Northwoods Parkway
Norcross, GA 30071

AV Experience:

28 Years in the AV Industry
28 Years with Diversified

Education:

MBA Mercer University
Business Administration – Marketing

Project Responsibilities:

Brad has regional management responsibility for Georgia, Alabama and Florida and direct management responsibility for Atlanta.

Large Scale Projects Include:

- The Coca-Cola Company, Worldwide
- NCR Headquarters, Atlanta, GA
- Cox Automotive, Nationwide
- Turner Broadcasting, Atlanta, GA

Certifications:

- AVIXA CTS

Percentage of Time Devoted to this Project:

Less than 5%



Tom Harriman
Account Executive
2975 Northwoods Parkway
Norcross, GA 30071

AV Experience:

33 Years in the AV Industry
11 Years with Diversified

Education:

Virginia Polytechnic Institute
Business Administration – Marketing

Project Responsibilities:

Tom's role is to make sure all project timelines are met and that the solutions developed for the client conform to industry and Diversified best practices. He will be acting as the project principle.

Large Scale Projects Include:

- Gulfstream Aerospace, Savannah, GA
- AGCO, Duluth, GA
- Advance Education, Alpharetta, GA
- Oconee State Bank, Watkinsville, GA

Percentage of Time Devoted to this Project:

30%



David Hewlett
Technical Operations Director
2975 Northwoods Parkway
Norcross, GA 30071

AV Experience:

26 Years in the AV Industry
3 Years with Diversified

Project Responsibilities:

David Manages the technical operations and is responsible for all technical resources and personnel in the Georgia, Alabama and Florida regions. He supervises, sequences, coordinates and monitors all work to ensure that it is completed to the highest quality standards.

Certifications:

- AVIXA CTS
- Crestron DMC-T-4K
- Extron Control Professional

Percentage of Time Devoted to this Project:

Less than 5%



Bradley Wilbanks

Design Engineer

9801 Southern Pine Boulevard
Charlotte, NC 28273

AV Experience:

9 Years in the AV Industry
2 Years with Diversified

Project Responsibilities:

Bradley works hand in hand with our customers to ensure we design rooms that not only fulfill their needs for daily use but that are reliable, consistent between room types and sizes as well as simple to use. I also work with our Design Team in order to help provide Design Specifications to Architects and General Contractors for exciting new builds all across the world.

Large Scale Projects Include:

- Huntsville City Hall, Huntsville, AL
- City of Sugar Hill, Sugar Hill, GA
- Siemens Corporation, Los Angeles, CA
- HOK Architects, Nationwide

Certifications:

- Dante Level 2
- Biamp TesiraFORTE
- Shure Integrator Level 2
- Crestron DMC-E-4K
- Crestron DMC-T-4K
- Crestron DM-NVX-D

Percentage of Time Devoted to this Project:

50%



Tyler Peters
Project Manager
2975 Northwoods Parkway
Norcross, GA 30071

AV Experience:

6 Years in the AV Industry
6 Years with Diversified

Education:

Georgia State University
Bachelor's Degree

Project Responsibilities:

Tyler serves as the day-to-day point of contact during the construction phase. He is responsible for the logistical leadership of the project. He coordinates all project documents, reviews and updates the project schedule to ensure timely completion. He chairs and records all project meetings.

Large Scale Projects Include:

- Newell Brands, Nationwide
- Anthem Healthcare, Atlanta, GA
- Emory Healthcare, Atlanta, GA
- Synovus, Nationwide
- Carrier Corporation, Palm Beach Gardens, FL

Certifications:

- AVIXA CTS

Percentage of Time Devoted to this Project:

90%



Eric Nelken
Project Engineer
2975 Northwoods Parkway
Norcross, GA 30071

AV Experience:

14 Years in the AV Industry
8 Years with Diversified

Education:

North Georgia College and State University
Bachelor of Arts – Art/Graphic Design

Project Responsibilities:

Eric has extensive experience in designing AV systems in the corporate, education and government market. At Diversified, he works closely with the systems design team and client during the design and commissioning phases of the project.

Large Scale Projects Include:

- Arthrex, Naples, FL
- Georgia Institute of Technology, Atlanta, GA
- Carrier Corporation, Palm Beach Gardens, FL
- Emory University, Atlanta, GA

Certifications:

- AVIXA CTS-D
- Biamp TesiraFORTE
- Dante Level 2
- Shure Integrated Systems Level 2
- Extron AV Associate

Percentage of Time Devoted to this Project:

40%



Ryan Young
Field Engineer
2975 Northwoods Parkway
Norcross, GA 30071

AV Experience:

11 Years in the AV Industry
9 Years with Diversified

Education:

Valdosta State University
Bachelor of Fine Arts – Mass Communication/Media Studies

Project Responsibilities:

Ryan is the single point of responsibility for commissioning of assigned projects. He is charged with the responsibility of working with shop, assigned project managers and programmers in providing complete, full functional integrated audio visual systems. The Field Engineer position has two main focal points: (a) commissioning racks in the shop, and (b) commissioning systems in the field to the point that these systems are ready for client training. He also may provide customer training.

Large Scale Projects Include:

- The Coca-Cola Company, Atlanta, GA
- Gulfstream Aerospace, Savannah, GA
- Bank of America, Nationwide
- The Home Depot, Nationwide
- Whole Foods, Atlanta, GA

Certifications:

- AVIXA CTS
- Crestron DMC-E-4K
- Crestron DM-NVX-N
- Dante Level 3
- QSYS Level 2
- QSYS Control Level 102

Percentage of Time Devoted to this Project:

50%



Bobby Collins
Lead Engineer
2975 Northwoods Parkway
Norcross, GA 30071

AV Experience:

16 Years in the AV Industry
8 Years with Diversified

Education:

Atlanta Institute of Music

Project Responsibilities:

Bobby works in collaboration with the field team, project manager and design engineer to achieve successful installation, test and closeout of each assigned project.

Large Scale Projects Include:

- The Coca-Cola Company, Atlanta, GA
- Georgia Institute of Technology, Atlanta, GA
- Emory University, Atlanta, GA
- The Home Depot, Nationwide
- Whole Foods, Atlanta, GA

Certifications:

- AVIXA CTS-I
- Crestron DMC-E-4K
- Biamp TesiraFORTE
- Extron AV Associate
- OSHA 30 hour
- Low Voltage License

Percentage of Time Devoted to this Project:

80%



SUBCONTRACTORS

We do not expect to subcontract any portion of the work performed for this project. When subcontract labor is used, it is important to note that there will always be a local Diversified installation supervisor who is on-site to oversee the subcontracted laborers while they are working. Diversified will utilize one supervisor per crew for proper oversight. This ensures that all work performed within Diversified's scope meets our high quality of service standards.

Specific functions that would typically be performed by our subcontractors include pulling cable, terminating cable, and installing endpoint devices that need to be physically mounted in the space.

If subcontract labor were required, the following subcontractor may be engaged to perform on-site labor. This subcontractor has been carefully vetted by Diversified and has each been used by us for many projects around Atlanta over the last several years.

JNAV
Jaime Rodriguez- President and CEO
390 W Pike Street Suite 101
Lawrenceville GA, 30046
678-463-5044 Mobile
678-407-3607 Office



LOCATION AND STAFFING

Diversified's Norcross office is located only thirteen miles from the City of Alpharetta project site. This location houses a 40K square foot integration area where a large portion of your system is preassembled to minimize in normal operations at your site and to ensure the safety and security of your investment. As necessary, your system will be totally cabled, connected, rack-mounted, documented and field tested by factory-trained and industry-certified technicians prior to delivery.

Your project manager leads a coordinated effort between the manufacturer, design engineering, programming, sales, and the installation team to implement a system that exceeds your expectations. There are many factors outside our control (construction delays, architectural changes, unexpected facility issues, requested system changes...) that may affect the project's timeline. Through the project manager we will work closely with all the parties involved to control these variables to every extent possible to accomplish a quality, timely installation.

Once complete, on-site installation is coordinated and managed to seamlessly integrate a finished product into your facility. Experienced and certified installation technicians finish with a complete system performance analysis and certification.

When the installation is complete, Diversified's services enable organizations to take their technology solutions to the next level by effectively allocating limited resources and supporting the vast field of available technologies. Diversified stands out with innovative service offerings, excellence in adapting to our customers' changing needs and a demonstrated ability to help organizations get the most out of their technology investments.

Diversified has four Centers of Excellence (call centers) three that operate 24/7/365 which allows for disaster redundancy and sharing of core competencies. We have 11 full time Tier 1 and Tier 2 Agents with 3 additional Service Coordinators regionally located.

All service technicians are highly trained and certified Diversified employees.

Diversified does not subcontract service technicians.



PROJECT REFERENCES

REFERENCE #1 TITLE	Burke County Courtroom Systems
Address	200 East Sixth Street, Waynesboro, GA 30830
Client Contact Information	Jerry Jones, 706.231.8536, Jerry.Jones@burkecounty-ga.gov
Engagement Value (Approx.)	\$456,700
Completed on Budget	Yes
Completed on Time	Yes
Engagement Description	AV Presentation and audio technology for 7 Courtroom Systems

REFERENCE #1 TITLE	City of Dunwoody City Hall
Address	4800 Ashford Dunwoody Rd, NE, Atlanta, GA 30338
Client Contact Information	Ashley Smith, 678.672.1512, Ashley.Smith@dunwoodyga.gov
Engagement Value (Approx.)	\$300,000
Completed on Budget	Yes
Completed on Time	Yes
Engagement Description	Entire City Hall and Police Dept project. Design engagement and then implementation. Overflow options and multiple offices and standalone conference rooms

REFERENCE #1 TITLE	City of Canton City Council Chambers
Address	151 Elizabeth St, Canton, GA 30114
Client Contact Information	Mike Morgan, 770.704.1545, Mike.Morgan@cantonga.gov
Engagement Value (Approx.)	\$200,000
Completed on Budget	Yes
Completed on Time	Yes
Engagement Description	Council Chambers move to historic facility. Zoom Enabled with recording and streaming features and super-user microphone control with matrix switching.



DOCUMENT 3: PROJECT APPROACH, PREVIOUS PROJECTS, QUALITY OF DESIGN AND COMPONENTS

PROJECT APPROACH

VIDEO

MAIN VIDEO DISPLAY SYSTEM

Diversified will provide a video display system based on (2) wall-mounted, 110" DVLED Video Walls. The monitor will display video content at a native resolution of 1920x1080p (HD). These DVLED Video Walls will be a 1.2 mm pixel pitch which will be more than adequate for the rooms IMAG and Presentation Viewing from the Audience.

The DVLED Video Walls will eliminate the current Multi-Display Set Up currently in use in the chamber and this will remove the audience seeing the crosshairs or bezels of the displays like the system in place today. Both Video Walls will be fed from an AVoverIP System that will allow both Presentations and the Room Cameras to be placed on the Display along with Polling Results and other Analytics available from the City Councils Software, CivicClerk.

Infrastructure Needs: Power and wall reinforcement for the monitor and mount will be required and will be the responsibility of the General Contractor.

CITY COUNCIL MEMBER VIDEO DISPLAY SYSTEM

Diversified will provide a video display system based on (11) table-mounted, 24" LED Displays. These Displays will display video content at a native resolution of 3840x2160 (UHD/4K) and will be placed within the Dais Furniture Design and allow each Member to have a personal monitor that will allow them to see the Presentation and Voting Information.

Each Monitor will be fed from a dedicated AVoverIP Decoder allowing each monitor to show a unique source from the Video Matrix. These Display also have Touch Capability to allow the Council Chamber to interact with content and annotate presentations together via a USB Connection through the AVoverIP device.

Infrastructure Needs: Power for the Display and Decoder will be required and will be the responsibility of the General Contractor.

VIDEO PRODUCTION SYSTEM

VIDEO SWITCHER

Diversified will provide an All-In-One Video Production Switcher that will allow a single operator to Control the Video Routing, Video Switching, Pan Tilt Zoom Cameras, as well as provide a Host Device for Streaming to services like Facebook Live, YouTube etc.

This device will feed into the Video Matrix and also be able to take sources from the Video Matrix and present them onto the Main DVLED Video Walls and Council Member Displays.

It is Diversified's recommendation that this device be controlled in a dedicated AV Control Room near the Chamber by an AV Technician. This will take responsibility off the Council Members and Clerk and make for a more streamlined experience for both the Council Members and the Citizens in the Audience. This System will be used for what Diversified calls Operator Mode. An Automatic Mode will also be provided in the instance that an AV Technician is not available.

Infrastructure Needs: Power for the Switcher and a Pathway from the Cameras to this device will be required and will be the responsibility of the General Contractor.



PAN TILT ZOOM CAMERAS

Diversified will provide (3) Pan Tilt Zoom Cameras with a Native Resolution of 3840x2160 (UHD/4K) Broadcast grade Lenses. These cameras will be mounted with Isolation Mounts to solve the issue of Vibrations causing blurry and unstable images as the current cameras have exhibited over the years. (2) Cameras will be mounted in the rear of the Chamber in the same location as the current two, and (1) will be mounted behind the Council Dais in the same position as the existing camera is today.

These three cameras will be controlled by the AV Technician via the All-In-One Production Switcher in Operator Mode as well as a Visual Preset Screen located in the AV Control Room. In Automatic Mode when an Operator is not available the Cameras will be placed into a Preset Mode that allows the Cameras to move and track the active speaker via the Push to Talk Microphones included in this proposal and design. The cameras will be powered over a single PoE connection each and Video will be sent over SDI cabling.

Infrastructure Needs: A Pathway from the Cameras to this device will be required and will be the responsibility of the General Contractor.

VIDEO MATRIX

Diversified will provide and install a new Video Matrix for the Council Chamber Room. This Matrix will allow all sources to be routed to any of the Displays in the Chamber. The planned configuration uses 9 Encoders and 17 Decoders. This Matrix will be controlled by the AV Control System and AVoverIP Director Device.

PRESENTATION SOURCES

Diversified will provide and install a Video Matrix that will allow the Council to Present from multiple locations inside the room and from the AV Control Room location.

- (2) HDMI Connection Points will live at the Clerk Desk
 - Laptop and Tablet Connection
- (2) HDMI Connection Points will live at the Podium
 - Laptop and Tablet Connection
- (5) HDMI Connection Points will live in the AV Control Room
 - Polling PC (controllable from the Clerk desk as well as by the AV Operator)
 - Soft Conferencing PC outputs for seeing remote participants and remote presentations
 - Laptop and Tablet Connection

Infrastructure Needs: Power and a Pathway from the Podium and Dais to this AV Control Room will be required and will be the responsibility of the General Contractor.

SOFT CONFERENCING PC

Diversified will provide and install (1) Soft Conference Enabled PC that will allow the Council Sessions to be streamed to a platform such as MS Teams, Zoom etc. This PC will pull Video from the Video Matrix and Audio from the new Audio DSP mentioned in the next section. The Outputs of this PC will be tied back into the Video Matrix to allow people inside the Chamber to see Remote Participants and Remote Presentations.

AUDIO

AUDIO PROCESSOR

A new Digital Signal Processor will be installed to ensure the latest control and performance capabilities are provided to the Chamber. This Processor will handle the Microphone and Speaker settings as well as provide a USB Audio Output that can be fed to the Soft Conferencing PC in the AV Control room for feeding audio to MS Teams, Zoom etc.



COUNCIL MICROPHONES

Diversified will provide and install a new Wired Discussion Microphone system to consist of (12) Wired Push to Talk Microphones capable of Voting, Polling and Displaying information to the Council Member. (11) of these microphones will be located at the Dais and (1) will be located at the Podium.

These microphones also have a built in speaker that will allow the Council Members to hear each other more clearly speakers from the Podium Microphone and Wireless Microphones in the room. The Control system for these microphones will be mounted either under the Dais Desk in a compact 2RU Rack or in the AV Control Room Rack.

Four Wireless Microphones will also be provided (2) Handheld and (2) Lapel/Headset style microphones for presenters and Q&A sessions with the Citizens and Guests in the Chamber.

SPEAKERS

Diversified will provide and install (4) new Point Source Ceiling Speakers that are designed to more evenly cover the room. (2) of the speakers will be installed just in front and above the Council Dais and the other (2) will be installed half-way back through the room and act as delay speakers to cover the back half of the room. These four speakers will be powered by a remote power supply system mounted in the AV Control Room Rack.

CONTROL

CONTROL SYSTEM PROCESSOR & TOUCH PANEL

Diversified will provide a hardware-driven control system to facilitate operation of the various features of the audiovisual system. This Control Processor will live in the AV Control Room Rack and be accessible via (2) Touch Panels. One Located at the Council Dais with multiple connection points and the other will be located in the AV Control Room.

CONTROLLED FUNCTIONS SUMMARY

The touch panel will provide control of the following primary system functions:

- System On/Off
- Mode Selection
 - Operator Mode
 - Automatic Mode
- Volume Control (up/down/mute/un-mute)
- Individual Wireless Microphones Control (up/down/mute/un-mute)
- Video Routing for Video Wall
 - Source Selection Page
- Video Routing for Council Member Displays
 - Source Selection Page
- Microsoft Teams Meeting Control
 - Start / Stop / Join / Create Meeting
 - Share Content (Content Selection)

OPERATOR MODE

In evaluating the current pain points of the Chamber System it is clear to Diversified having a dedicated individual responsible for controlling the AV System/Components in the Chamber will greatly increase the experience for Chamber Events / Meetings.

In Operator Mode a single individual will be located in a separate room (referred to in this document as the AV Control Room). This individual will be able to control what is seen on the DVLED Video Walls and the Council Member Displays,



they will control the Cameras, the Audio as well as ensure the Event/Meeting is Streaming to a Web Platform such as Facebook Live and if needed connected to a Soft Conference Meeting such as MS Teams. In this mode the Operator will be able to see what is happening in the chamber via the two 43" Displays in the AV Control Room acting as a Multi-View Screen and Program Screen. The Operator will then be able to ensure the Right Camera is selected and aimed at the person actively speaking.

AUTOMATIC MODE

While Diversified see's the need for an AV Operator when possible, we also understand this is not always possible. So for those instances Diversified will provision an Automatic Mode.

The way this mode works is each camera will be programmed with a Preset for each Council Members Seat, the Podium, the Clerks Desk as well as a Wide Shot of the Audience area. To allow the cameras to know who is speaking the users will need to press the Talk Button on their Microphone at the dais, this will trigger a preset on each camera to be recalled and the cameras will automatically move to position that speaker in the image frame. Once the next person presses their talk button the cameras will move to presets for that speaker. When someone is speaking with a Wireless Microphone the cameras will go to a wide shot to see the entire front area of the room. In Automatic Mode all Presentation and Meeting Controls will be routed to the Touch Panel at the Dais.

PRESS CONNECTIONS

AUDIO

Diversified will provide and install a (1) Input to (12) Audio Box for Press to receive Audio Only Connections from the Program in the Chamber.

VIDEO

Diversified will provide and install a Video Connection Plate for Press to receive the Program Video Output from the System.

EQUIPMENT RACK AND POWER

Diversified will provide and install a 45RU Freestanding Rack on a Caster Base that will need to be installed in the AV Control Room. Diversified will provide and install a UPS Battery Back Up System capable of providing 2 Hours of Back Up Power to allow the system to be powered off properly in the event of a Power Outage.

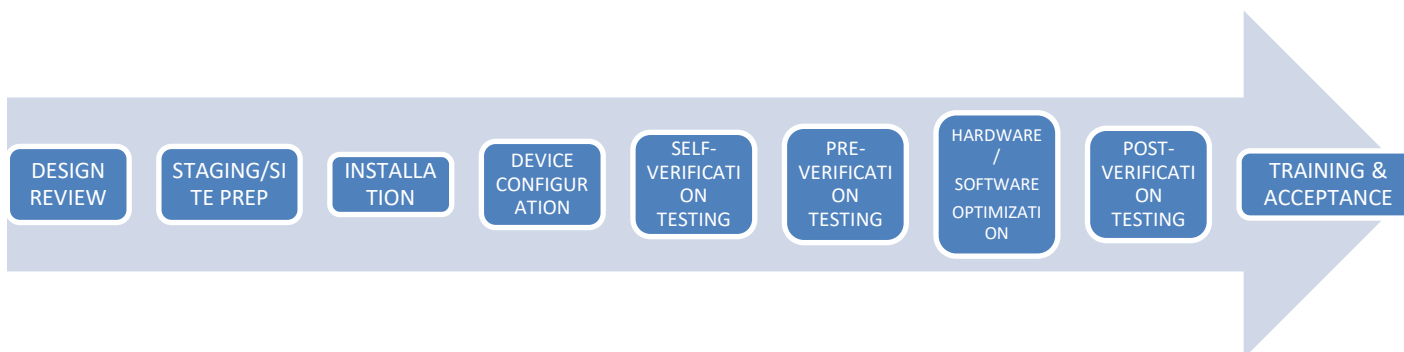
Infrastructure Needs: TBD



DESIGN/BUILD PROJECT APPROACH

Diversified follows a comprehensive procedure to ensure accurate and timely delivery of large-scale integrated technology systems. The procedure, which is divided into 9 distinct phases, places a strong emphasis on verification and preparation as these tasks are essential to ensuring a successful outcome.

Procedural Phase Descriptions:



1. **Design Review** = the submittal and/or review process composed of reviewing project scope and verifying that the components and systems to be installed, and the methods/details of installation, are consistent with the design intent and systems specifications and functionality.
2. **Staging and Site-Preparation** = staging and site-preparation are two distinct and concurrent processes. Staging is the process of completing an in-house set of tasks; interconnect, configure, update, program and test as many system capabilities/components as appropriate, in an attempt to discover early issues and minimize on-site time. Site-preparation is the process of performing site conditions assessments and surveys, attending construction and trades coordination meetings, and completing preliminary rough-in work. Both processes are crucial to delivering quality systems on time and ready for use.
3. **Installation** = the main installation effort; encompasses equipment delivery, passive infrastructure installation (cabling and racks and contracted raceways), active infrastructure installation (equipment hardware), terminations and testing reports production.
4. **Device Configuration** = the process of adjusting initial device settings required for proper operation of each component. Typically includes level settings, operational modes, addressing, EDID settings, etc. May include initial software file upload/config as needed.
5. **Self-verification Testing** = the process of testing each analysis system/tool to ensure it can accurately measure the intended system parameter.
6. **Systems Pre-verification Testing** = the process of verifying, prior to optimization, that the components have been installed properly, devices are operating properly, and the environmental conditions are appropriate for the installed systems and components.
7. **Optimization and Software** = the process of loading software files and performing device configuration, calibration, alignment and adjustments to optimize the performance of the system and components for the particular parameters and stated design objectives.
8. **Systems Post-verification Testing** = the process of verifying, following optimization, the performance of the systems against the stated design objectives.
9. **Training and Acceptance** = the final project stage, involving close-out document delivery, on-site training, and owner acceptance of the provided systems and services.



PROJECT SCHEDULE (PRELIMINARY)

A project schedule - as agreed upon by Diversified and the City of Alpharetta will establish the milestones, dates, and period of performance. The schedule will be provided within five (5) days of receipt of purchase order or signed contract.

Task Name	Duration	Start Date	End Date
City of Alpharetta_Design & Integration Schedule_Council Chambers AV RFP	0	09/01/21	09/01/21
NTP_Design Phase	0	09/01/21	09/01/21
Design Schedule	40d	09/08/21	11/02/21
Programming Phase	17d	09/08/21	09/30/21
Kick Off With Client	1d	09/08/21	09/08/21
Create/Develop Design Schedule	1d	09/08/21	09/08/21
Develop Space Requirements	1d	09/08/21	09/08/21
Identify Key Technologies	5d	09/09/21	09/15/21
Develop Design Overview & Budget	5d	09/16/21	09/22/21
Phase Submittals	1d	09/23/21	09/23/21
Client Review	5d	09/24/21	09/30/21
Client Approval	0	09/30/21	09/30/21
Schematic Phase	10d	09/23/21	10/06/21
Develop Preliminary Equipment List	2d	09/23/21	09/24/21
Develop Preliminary Budget	2d	09/27/21	09/28/21
Phase Submittals	1d	09/29/21	09/29/21
Client Review	5d	09/30/21	10/06/21
Client Approval	0	10/06/21	10/06/21
Client Acceptance	0	10/06/21	10/06/21
Design Development (50%)	11d	10/07/21	10/21/21
Create Drawing Package	5d	10/07/21	10/13/21
Refine Budget	1d	10/07/21	10/07/21
Refine Scope of Work	1d	10/08/21	10/08/21
Phase Submittals	1d	10/14/21	10/14/21
Client Review	5d	10/15/21	10/21/21
Client Approval	0	10/21/21	10/21/21
Construction Documents (100%)	8d	10/22/21	11/02/21
Prepare Final Drawing Package	2d	10/22/21	10/25/21
Prepare Final Scope of Work	2d	10/22/21	10/25/21
Prepare Full Specification	2d	10/22/21	10/25/21
Phase Submittals	1d	10/26/21	10/26/21
Client Review	5d	10/26/21	11/01/21
Client Acceptance	1d	11/02/21	11/02/21
Client Signature on Design Contract	0	11/02/21	11/02/21



City Council AV System Replacement, Support and Maintenance

NTP_Technologies Integration Phase	0	12/01/17	12/01/17
Project Duration	46d	10/26/21	12/28/21
Phase I	6d	10/26/21	11/02/21
Integration Phase Notice-To-Proceed	1d	10/26/21	10/26/21
Internal Documentation	5d	10/27/21	11/02/21
Project Activation	1d	10/29/21	10/29/21
Phase II - Kick-Off/Start-Up	9d	11/01/21	11/11/21
Kick off Meeting - Internal	1d	11/01/21	11/01/21
Kickoff Meeting - Client	1d	11/09/21	11/09/21
Site Walkthrough	1d	11/09/21	11/09/21
Design & Project Review	2d	11/10/21	11/11/21
Equipment Ordering-Long Lead Items	2d	11/10/21	11/11/21
Phase III - Pre-Build	16d	11/12/21	12/03/21
Refine System Drawings (Per Site Conditions)	5d	11/12/21	11/18/21
Final Equipment Ordering	1d	11/19/21	11/19/21
Initial Software Development	5d	11/22/21	11/26/21
Software & Touch Panel Submittals	5d	11/29/21	12/03/21
Equipment Arrival-Staging	1d	11/22/21	11/22/21
Phase IV - Pre-Site Installation Tasks	6d	11/23/21	11/30/21
Equipment Verification	1d	11/23/21	11/23/21
Rack Fabrication	2d	11/23/21	11/24/21
Software Loading & Testing	3d	11/25/21	11/29/21
Final QC of Rack equipment	1d	11/30/21	11/30/21
Phase V - On-Site Tasks	17d	11/23/21	12/15/21
Pre-Wiring and Rough In	10d	11/23/21	12/06/21
Equipment Arrival On site	1d	12/07/21	12/07/21
Final Installation Tasks	1d	12/08/21	12/08/21
Testing	3d	12/09/21	12/13/21
Commissioning and Walk-Through	2d	12/14/21	12/15/21
Phase VI - Deliverables	9d	12/14/21	12/24/21
Punchlist	2d	12/16/21	12/17/21
Client Review & Training	2d	12/20/21	12/21/21
Substantial Completion	1d	12/20/21	12/20/21
Project Documentation	9d	12/14/21	12/24/21
Phase VII - Finals	2d	12/27/21	12/28/21
Final Project Deliverables	1d	12/27/21	12/27/21
Final Completion	1d	12/28/21	12/28/21
Phase VIII - Warranty	260d	12/28/21	12/26/22
Warranty (Working Days)	260d	12/28/21	12/26/22



SERVICE OFFERINGS

As important as the design/build process is, Diversified believes that Day 2 support is just as important. For that reason we have developed a Global Service organization that supports each of our Centers of Expertise. The Service Organization for Audio-Visual Solutions is based in Norcross, GA and is staffed to provide remote service support 24/7.

To support the needs of our clients we have also developed on-site support services (ADOPT), proactive monitoring and notification services (PULSE) and continue to provide our warranty services (ASSURANCE). Each of these service components addresses specific requirements in the “What We Want to Do” section of the City Council AV Upgrade RFP issued by the City of Alpharetta. The pricing for these services are included in the pricing section of the proposal and are provided as 5 year pricing.

Additionally, Diversified ReFRESH provides a procurement solution which will allow the City to purchase the solution as an AV-as-a-Service or Subscription. This will provide the City with predictable pricing over a period of time (5 years included in the proposal as requested) with the opportunity during the life of the agreement to upgrade or change technologies to “future proof” the AV environment in the Council Chambers. While 5 year pricing is provided, we have provided options for 3 and 4 years as well as they may be more advantageous to the City from a cost perspective.

TECHNICAL SUPPORT FOR SYSTEM & BUSINESS CONTINUITY



While the reliance on technology is growing, the allocation of time and resources to service technology is not and, in some cases, may be shrinking. Diversified's ASSURANCE service helps you keep vital audio visual, collaboration, media, digital signage, information technology and security systems operating optimally.

We offer superior support by listening to your needs, understanding your goals and pain points, and delivering solutions to make your team and business more productive. We also ensure your solution is protected so you can have full confidence with your technology systems.

ASSURANCE makes your technology challenges our business and we are serious problem solvers who are committed to supporting your technology systems so your business can thrive.

- Unlimited help desk support for any product failure
- On-site troubleshooting within 1 business day
- Rapid initial response within 15 minutes
- Annual preventative maintenance
- Advanced parts replacement
 - Time to replace varies based on equipment and manufacturer, but in many cases this will be next day. However, for items like displays this timeframe may be longer. Additionally, supply chain issues such as those currently being experienced may cause delays.

Help Desk / User Adoption Support

Global Help Desk Support Tier 1	Unlimited
Support Escalation Tier 2/3	Unlimited
Rapid Initial Response	15 Min.
Priority Queuing - Phone & Email	✓
Collaboration End-Point Support	✓

On-Site

Guaranteed Response	1-Day*
Unlimited Visits with Covered Travel Expenses	✓

Repair & Maintenance

Annual Preventative Maintenance Visits	1
RMA Process Management for Manufacturer Equipment	✓
Replacement Part Coverage	✓
Lamp Coverage	Optional

Reporting

Quarterly Reporting	✓
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*For locations within a 2-hour drive of a Diversified office.



EASILY MANAGE YOUR TECHNOLOGY WITH THE SENSIBLE SOLUTION



REFRESH®, a new way to finance your technologies, helps you overcome the drawbacks of equipment ownership. It's the use of the equipment, not the ownership, that helps generate profits. Because of this, many organizations are now realizing the advantages of a strategic asset management plan—one where they can easily manage customized technology systems by reducing capital expenditures and improving operational efficiencies.

With REFRESH®, Diversified offers a unique approach for you to gain a competitive advantage. By saving time and money on the cost of equipment ownership and management, your business remains one step ahead with the latest technology. You choose the hardware, software and managed services that are best suited to your business objectives. Should that solution become obsolete due to business growth or shifting business needs, REFRESH® provides the flexibility and adaptability you need by offering regular equipment replacement intervals.

Adaptable, Scalable and Worry-free

Diversified's extensive portfolio of financing options takes the worry out of handling and servicing your equipment. Like our solutions, we customize our service to fit your needs giving you financial flexibility, predictable payments and service plans to help lower the cost of unpredicted repairs. You can be confident in knowing your team has access to current technologies with options to upgrade as your communication needs change.

SKILLED TECHNICAL RESOURCES, REMOTE OR ON-SITE, WHEN AND WHERE YOU NEED THEM



Managing an expanding workplace technology environment that encompasses audio visual, digital signage, media & entertainment, and more is a demanding task. One that requires either constant outsourcing or the maintenance of the right skills on your team. Diversified offers an alternative solution with ADOPT®, a service that offers remote or on-site technical resources, when and where you need them, to supplement your team, drive technology adoption and generate the business metrics that matter most.

BENEFITS OF ADOPT®

Less Time Spent on Recruitment, Diversified Oversees

- **Hiring** - Identification, interviewing, background checks, and initial onboarding
- **Training** - Client cultural adaptation, employee/staff integration, and expectations
- **Employee Management** - Administration, professional development, incentives, and assessment

Lower Operation Cost

- Benefit costs and tax burdens belong to Diversified
- Diversified manages all risks associated with employee retention

Empowerment of Existing Employees to Embrace New Technologies

- Just-in-time learning can occur individually
- Empowerment materials created for specific use cases and user groups
- Reports demonstrate ROI - enhanced efficiencies, productivity, and user confidence



PREVIOUS PROJECTS (CASE STUDIES)



CITY OF ATLANTA

ATLANTA, GA

"Upfront design, construction coordination, system implementation planning and program management were vital to the success of the project."



INDUSTRY

Government



APPLICATIONS

Production & Distribution

HD PRODUCTION AND MASTER CONTROL PLAY-OUT FOR MISSION CRITICAL FACILITY

The City of Atlanta sought to become a premier Government Access Channel and program provider with full HD production and master control playout (upgrade from analog and SD blended system).

Each phase of the project was under a strict deadline due to the City closing for the winter holidays. Upfront design, construction coordination, system implementation planning and program management were vital to the success of the project. Technology provided includes:

- At the heart the production system contains a 32x32 Evertz Router for all HD signal source switching.
- Ensemble processing and distribution handles the necessary production workflow requirements for distribution, audio extraction, embedding, and processing.
- Sixteen (16) Panasonic HD PTZ Series cameras were chosen for their zoom range and ability to provide quality video in low light situations.
- Panasonic 410 Production Switcher and Camera Controller to allow for camera selection, for their ease of set up, use and control from one central remote panel.

The City of Atlanta's facility now boasts a state-of-the-art automated play-out and web-streaming services. The system provides the client remote access for programming insertions such as local weather, closings, and other various "time critical" public information.



PORT MACQUARIE HASTINGS COUNCIL

NEW SOUTH WALES, AU

"I'd encourage anyone to attend the Council meetings as a member of the general public and see our technology in action."

Andrew MacDonald
Northern NSW Regional Manager
Diversified



INDUSTRY
Government



APPLICATIONS
Audio Visual

STATE-OF-THE-ART PRESENTATION AND RECORDING FACILITIES FOR LOCAL COUNCIL CHAMBERS

Diversified was commissioned by Port Macquarie's Hastings Council to provide state-of-the-art presentation and recording facilities for their Council Chambers in New South Wales. Councils are required to record Chamber proceedings for information accuracy and record-keeping, meaning the solution design had to be intuitive and reliable and leverage the latest technology had to offer.

To cater to larger numbers of patrons in attendance, the Council Chambers combine with other spaces—a multi-purpose layout that presented challenges of impeded views of the councilors. Diversified helped the Council overcome this challenge by providing a multi-view of the presentation and a single camera shot capturing all councilors seated at the benches situated in a horseshoe arrangement. Additional displays ensure that all parties can see the content being displayed regardless of their position in the room. A wireless microphone system featuring automatic or manual cuing provides confidence that when a councilor speaks, they can be heard loud and clear by everyone without feedback or artifacts. All of this is controlled via a simple user interface which is able to be operated with minimal to no instruction.

Diversified worked with the Council to not only provide a solution that met their needs, but engaged with them throughout the process in a consultative capacity to confirm those requirements and refine them for the best possible outcome. In delivery of the project, Diversified was able to accommodate a request for an urgent Council meeting, seeing the system fully functional two weeks before commissioning was due for completion.

The result delivered was a networked solution that enables future expansion for additional displays and content sources to ensure the system can grow with the Council's needs over time.



CONFIDENTIAL PROPOSAL USE ONLY

UNITED STATES CAPITOL

WASHINGTON, DC

"Having to work around Congress's schedule and within the timeline established by AOC, Diversified's craftsmen worked nights and weekends...to make sure the job was done on time and on budget."



INDUSTRY
Government



APPLICATIONS
Production & Distribution

INVESTMENT IN BROADCAST SYSTEM UPGRADE FOR NATIONAL HISTORIC LANDMARK

The legacy broadcast system in the U.S. Capitol, House of Representatives Chamber, included equipment from the early 2000s that was nearing the end of its useful life. To prevent unacceptable failure rates, The Architect of the Capitol (AOC) sought a new, upgraded system that reflected today's industry standards.

Having to work around Congress's schedule and within the timeline established by AOC, Diversified's craftsmen worked nights and weekends alongside HITT Contracting to make sure the job was done on time and on budget. Furthermore, with such prestige and visibility around the building itself, the pressure was on to make sure it was done right.

Diversified evaluated the new design and identified potential enhancements including improved efficiencies that could be incorporated without impact to the overall budget and timeframe. Within a matter of weeks, Diversified was able to remove existing equipment and install the new system to include redundant microphone feeds, amplifier relay panels for automatic switching from primary to backup systems, and custom dual element microphones. Additionally, we provided hundreds of speakers throughout the room for intelligible audio, and inductive loop amplifiers for those with hearing aids. Each speaker required a custom mount and paint color to blend in with the existing structure of the Chamber and Diversified had to skillfully pull all new cables without disturbing the walls in order to maintain the aesthetic standard of the building's historic architecture.

Diversified delivered a turnkey, audio broadcast system with state-of-the-art equipment, enhancing functionality of the House of Representatives Chamber for mission-critical events such as the Presidential State of the Union address.

In 2018, Diversified was awarded a Washington Building Congress Award for its' work at the Capitol. The project was given a perfect score and nominated for a Star Award, a special award given to those who show excellence in all they do.



DOCUMENT 4: AVAILABLE RESOURCES, SCHEDULE, WORK IN PROGRESS, ABILITY TO DELIVER QUICKLY

AVAILABLE RESOURCES

PERSONNEL

The Diversified Norcross location has over 300 highly trained and certified, full-time employees. Diversified has the means available to complete the project on time and on budget using our own resources. The staff breakdown is as follows:

Administrative /Corporate	Engineering	Install Supervisor	Installation Technician	Project Management	Sales & Marketing	Support	Grand Total
70	82	15	30	39	32	35	303

EQUIPMENT

Diversified has strong, long-term relationships with most AV manufacturers (many for over 30 years). These relationships allow Diversified many strategic advantages when securing equipment.

MATERIALS

As part of the off-site pre-build process, entire sub-systems can be wired, configured and tested before being deployed into the field. Software is loaded and tested, and then minor system failures are generated to see how the remaining systems react under duress. Often the vendor's field service and/or design engineers participate in this process and will make improvements in code or configurations in order to deal with known or discovered anomalies.

SUBCONTRACTORS

We do not expect to subcontract any portion of the work performed for this project. When subcontract labor is used, it is important to note that there will always be a local Diversified installation supervisor who is on-site to oversee the subcontracted laborers while they are working. Diversified will utilize one supervisor per crew for proper oversight. This ensures that all work performed within Diversified's scope meets our high quality of service standards.

Specific functions that would typically be performed by our subcontractors include pulling cable, terminating cable, and installing endpoint devices that need to be physically mounted in the space.

AVAILABLE RESOURCES

Global Support Services

Our support services help clients to manage technology locally, regionally or globally so their businesses can be more productive. Our flexible options allow clients to choose from a scalable and comprehensive portfolio of services including: •

- 24/7/365 help desk with guaranteed response times, troubleshooting, programming support, and tracking.
- Nationwide on-site support from our highly trained field service technicians who are focused exclusively on service and repair activities.
- Flexible solutions that allow utilization of a vast pool of skilled technical resources for maintenance, troubleshooting, training and event support.
- Standardized reporting to provide clarity on resource usage & enable future support cost forecasting.



PROOF OF INSURANCE

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 9/2/2020		
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 Arthur J. Gallagher Risk Management Services, Inc. 2 Westchester Park Dr 3rd Fl White Plains NY 10604		CONTACT NAME: Tammy Quiles PHONE (A/C No. Ext): 860-418-5336 FAX (A/C No): 860-616-2777 E-MAIL: ADDRESS:				
INSURED Distinct Holdings, Inc. One Diversified, LLC 37 Market Street Kenilworth NJ 07033		DISTHOL-01		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Co of America 25674 INSURER B: Beazley Insurance Company, Inc. 37540 INSURER C: The Travelers Indemnity Company of CT 25682 INSURER D: Freedom Specialty Insurance Company 22209 INSURER E: Travelers Indemnity Company 25658 INSURER F:		
COVERAGES		CERTIFICATE NUMBER: 761871413		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
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			630-8N771257-COF-20 Incl. CA	8/10/2020 8/10/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRE AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			810-1R626509-20-I3-G	8/10/2020 8/10/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED. ☒ RETENTION \$ 10,000			CUP-0P198799-20-I3	8/10/2020 8/10/2021	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N ☐ A		UB-9N160929-20-I3-E	8/10/2020 8/10/2021	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B A D	Installation Cyber / Professional Excess Cyber / Professional			V135B120PNGF ZPL81N1854S-20-I3 XMF2009699	8/10/2020 8/10/2021 8/10/2020 8/10/2021	Limit 2,000,000 Occ/Agg Limit 10,000,000 Occ/Agg Limit 10,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Cyber & Professional / Excess Cyber & Professional Combined Occ/ Agg Limit: \$20,000,000						
CERTIFICATE HOLDER		CANCELLATION				
Evidence of Insurance		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 				
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WORK IN PROCESS (WIP) REPORT – PROPOSED TEAM MEMBERS

WIP – Tyler Peters (Project Manager)

Customer name	Project Name	Project Status	Created Date	Projected End Date	Project Manager	Current % Complete
SERTA SIMMONS BEDDING, LLC	Zoom Room Upgrade	Complete	3/6/2020	5/31/2021	Tyler E Peters	109.26 %
ADVANCE EDUCATION, INC.	AdvancED - Cognia Building 2	Integration	9/5/2019	6/18/2021	Tyler E Peters	106.11 %
COX AUTOMOTIVE	CAI Austin	Close-out	12/16/2019	6/30/2021	Tyler E Peters	100.84 %
CARRIER CORPORATION	Carrier Digital HQ SOC Furniture	Close-out	6/30/2020	6/30/2021	Tyler E Peters	106.75 %
NEWELL BRANDS	Shelbyville Refresh	Integration	11/29/2020	6/30/2021	Tyler E Peters	97.24 %
CROWN CASTLE INTERNATIONAL	Fontana, CA AV Buildout	Close-out	1/5/2021	6/30/2021	Tyler E Peters	109.88 %
KILPATRICK TOWNSEND & STOCKTON LLP	Winston Salem Monitor Change	Integration	2/18/2021	6/30/2021	Tyler E Peters	65.16 %
ADVANCE COMMUNICATIONS GROUP	AIG Atlanta Office Move	Integration	3/17/2021	6/30/2021	Tyler E Peters	40.42 %
SYNOVUS FINANCIAL CORP	SYN - Overton 2nd FL AV Build-Out REV4	Integration	3/23/2021	6/30/2021	Tyler E Peters	79.15 %
CARRIER CORPORATION	Digital HQ - Day 2 Upgrades	Integration	5/20/2021	6/30/2021	Tyler E Peters	62.58 %
GILBANE BUILDING COMPANY	Augusta U. College of Science & Math (AIA?)	Integration	7/27/2020	7/1/2021	Tyler E Peters	93.45 %
NEWELL BRANDS	Maryville TN - WACE and Training Room	Complete	11/29/2020	7/9/2021	Tyler E Peters	103.44 %
ANTHEM	Tower 1 Renovation Phase 1 Floors 12-16	Planning	6/10/2021	7/13/2021	Tyler E Peters	0.20 %
CSI LEASING, INC.	San Francisco	Complete	10/23/2019	7/14/2021	Tyler E Peters	82.62 %
NEWELL BRANDS	Newell -Maryville Training Room Display Changes	Integration	6/1/2021	7/31/2021	Tyler E Peters	10.01 %
EMORY HEALTHCARE	EMSK Clinic Executive Park	Integration	12/11/2020	9/24/2021	Tyler E Peters	88.56 %
ANTHEM	Tower 2	Integration	4/30/2021	9/30/2021	Tyler E Peters	59.29 %
NEWELL BRANDS	Rohnert Park Office Refresh	Planning	6/15/2021	10/31/2021	Tyler E Peters	



WIP – Bradley Wilbanks (Design Engineer)

Customer name	Project Name	Project Status	Engineer	Created Date	Projected End Date	Current % Complete
Bonnie Plants	Bonnie Plants-New building in Auburn	Close-out	Bradley Scott Wilbanks	8/12/2020	6/30/2021	89.92 %
Professional Basketball Club LLC	Oklahoma City Thunder Practice Facility	Close-out	Bradley Scott Wilbanks	11/16/2020	6/30/2021	125.18 %
BRADLEY ARANT BOULT CUMMINGS LLP	Bradley - Design Services Proposal Birmingham Office	Integration	Bradley Scott Wilbanks	2/11/2020	2/28/2022	17.49 %
GOODWYN, MILLS & CAWOOD	Huntsville City Hall - Design Services Project	Integration	Bradley Scott Wilbanks	2/12/2021	8/31/2021	41.43 %
VISTRA CORPORATE SERVICES COMPANY	CO02-Vistra 1925 Design - Update 4th Floor	Integration	Bradley Scott Wilbanks	12/21/2020	8/31/2021	87.28 %
Porter Apostolic Pentecostal Church	Sound Upgrade - Porter Apostolic Pentecostal Church	Integration	Bradley Scott Wilbanks	5/6/2021	7/30/2021	41.26 %
City of Sugar Hill	City of Sugar Hill - Eagle Theater	Integration	Bradley Scott Wilbanks	10/13/2020	4/30/2021	95.06 %
Dewberry Engineers Inc.	CMA Bldg-Design	Integration	Bradley Scott Wilbanks	5/29/2020	8/31/2021	65.58 %
Pickering, Inc.	Pickering Firm - Cossitt Library Consulting	Planning	Bradley Scott Wilbanks	2/23/2021	7/31/2021	119.12 %

WIP – Eric Nelken (Project Engineer)

Customer name	Project Name	Project Status	Engineer	Created Date	Projected End Date	Current % Complete
FUJIFILM Medical Systems, USA, Inc.	Brigham & Women's Hospital - Temporary Video Routing Solution	Close-out	Eric Nelken	4/20/2021	5/7/2021	11.85 %
SAMFORD UNIVERSITY	Samford_design services contract 2-21	Integration	Eric Nelken	3/1/2021	7/31/2021	86.97 %
ABM INDUSTRIES	1776 Yorktown St - Relocation	Integration	Eric Nelken	3/15/2021	7/30/2021	44.28 %
FEDEX GROUND	PGH Auditorium Refresh	Integration	Eric Nelken	10/29/2020	5/31/2021	106.72 %
WAYSTAR, INC.	Waystar CEO Office and Signage V2 SLC	Integration	Eric Nelken	11/16/2020	4/2/2021	127.68 %
WAYSTAR, INC.	Waystar SLC Phase 2	Integration	Eric Nelken	12/14/2020	4/2/2021	94.26 %
ADVANCE EDUCATION, INC.	AdvancED - Cognia Building 2	Integration	Eric Nelken	9/5/2019	6/18/2021	106.11 %



GULFSTREAM AEROSPACE CORPORATION	BTC - Easley Conference Room - AV Lab	Integration	Eric Nelken	3/6/2020	6/30/2021	100.00 %
GEORGIA GWINNETT COLLEGE	LVIS Refresh	Integration	Eric Nelken	9/28/2020	7/30/2021	98.86 %
GEORGIA GWINNETT COLLEGE	Hovercam Pilot Replacement	Integration	Eric Nelken	9/30/2020	6/25/2021	119.24 %
Eastdil Secured LLC	Atlanta Conference Room	Integration	Eric Nelken	1/21/2021	6/25/2021	125.74 %
Eastdil Secured LLC	Boston Conference Room	Integration	Eric Nelken	1/21/2021	6/28/2021	101.29 %
Eastdil Secured LLC	Chicago Conference Room	Integration	Eric Nelken	1/21/2021	6/28/2021	85.87 %
Eastdil Secured LLC	Eastdil Secured Dallas Conf Room	Integration	Eric Nelken	3/30/2021	6/28/2021	147.32 %
Eastdil Secured LLC	Newport Beach Conference Room	Integration	Eric Nelken	1/21/2021	6/28/2021	132.35 %
Eastdil Secured LLC	San Francisco Conference Room	Integration	Eric Nelken	1/21/2021	6/28/2021	163.07 %
Eastdil Secured LLC	San Jose Conference Room	Integration	Eric Nelken	1/22/2021	6/28/2021	138.91 %
Eastdil Secured LLC	Santa Monica Conference Room	Integration	Eric Nelken	1/22/2021	6/28/2021	133.37 %
Eastdil Secured LLC	Washington DC Conference Room	Integration	Eric Nelken	1/22/2021	6/28/2021	137.26 %
ADVANCE COMMUNICATIONS GROUP	AIG Atlanta Office Move	Integration	Eric Nelken	3/17/2021	6/30/2021	40.42 %
THE HOME DEPOT	B1 Web Studios- Revised	Integration	Eric Nelken	3/23/2021	6/18/2021	97.74 %
FULL SAIL UNIVERSITY	Full Sail- Venue Conference Room	Integration	Eric Nelken	4/19/2021	6/30/2021	107.85 %
SAMFORD UNIVERSITY	Samford - Executive Board Room Project	Planning	Eric Nelken	4/23/2021	8/31/2021	34.60 %
FEDEX LOGISTICS	FedEx Logistics HQ Lobby Direct View LED	Planning	Eric Nelken	1/14/2021	6/30/2021	107.60 %
KPMG L.L.P.	KPMG Add new Floor Box HDMI inputs	Planning	Eric Nelken	4/7/2020	7/30/2021	
GEORGIA GWINNETT COLLEGE	W1210 Enhancements	Planning	Eric Nelken	3/25/2021	7/30/2021	44.88 %
Valet Living	Headquarters Remodel	Planning	Eric Nelken	6/2/2021	9/3/2021	0.93 %



City Council Meeting & Public Hearing STAFF REPORT

Submitting Department: Finance

Submitted By:

Sponsored By:

Meeting Date: July 26, 2021

I. AGENDA ITEM TITLE: APPROVAL OF THE FISCAL YEAR 2022 MILLAGE RATE LEVY (1ST READING)

II. RECOMMENDATION:

The purpose of this hearing is to adopt the Fiscal Year 2022 Millage Rate Ordinance (1st reading).

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES INCLUDED IN CURRENT FY OPRT. BUDGET: YES

TOTAL PROJECT COST:

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

The FY 2022 Budget was distributed electronically to the City Council on April 26, 2021 and made available on the City's website through the financial transparency portal (OpenGov) and as a downloadable pdf document.

The Finance Department presented an overview of the operating/capital budget at the May 3rd, May 17th, and May 24th City Council Meetings.

Public Hearings on the budget were held on June 7th and June 21st with final approval of the FY 2022 Budget occurring on June 21, 2021.

The FY 2022 Budget forecasted an overall reduction in property tax revenue driven through a revaluation of the commercial tax base due to the COVID-19 pandemic and its effect on operations. However, the 2021 tax digest (provided in early July) highlights tax base growth of 3% (reassessment of existing properties excluding new construction). Inherent in the overall 3% growth forecast is reassessment of the residential tax base approximating 6% (in-line with budget forecasts) with commercial assessments roughly flat with the prior year (pre COVID-19). It is a safe assumption that commercial appeals for the 2021 tax digest will outpace recent year trends.

The City's millage rate levy proposal for 2021 (FY 2022) is the same as the prior year at 5.75 mills.

The City's millage rate of 5.75 mills includes 4.935 mills for general government (i.e., operations and recurring capital investment) and 0.815 mills for debt service on voter approved bonds.

The proposed millage rate levy, after factoring-in the certified tax digest values and adjusting for heightened appeal activity and recent digest erosion trends, is estimated to generate additional property tax revenue of

\$1 to \$1.5 million after appeal forecasts.

The FY 2022 millage rate, coupled with the city's substantial Homestead Exemptions, goes great lengths in keeping Alpharetta an affordable place to live and strategically positions us relative to neighboring areas. The city's multiple homestead exemptions are estimated to save our homeowners \$5 million annually and include:

- Floating Homestead exemption that caps the taxable value growth of homesteaded properties to the lesser of 3% or CPI;
- Basic Homestead exemption of \$45,000 off the assessed value of homesteaded properties which is among the highest in the State;
- Senior Basic Homestead exemption of \$25,000 off the assessed value of homesteaded properties for residents age 65 and older;
- Senior full-value exemption available to residents age 70 and older who meet certain income requirements.

Three public hearings are set for the FY 2022 Millage Rate Levy with the schedule as follows:

- July 26, 2021 (6:30 pm)
- August 2, 2021 (11:30 am)
- August 2, 2021 (6:30 pm)

Today's meeting is the 1st of 2 readings to adopt the FY 2022 Millage Rate with the schedule as follows:

- July 26, 2021 (6:30 pm) – 1st Reading
- August 2, 2021 (6:30 pm) – 2nd Reading

V. ALTERNATIVES:

VI. ATTACHMENTS:

Millage Rate Ordinance (FY 2022)



AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, TO FIX THE AD VALOREM TAX RATE OF THE CITY OF ALPHARETTA, GEORGIA FOR THE FISCAL YEAR COMMENCING JULY 1, 2021, AND ENDING JUNE 30, 2022; AND FOR OTHER PURPOSES.

BE IT ORDAINED by the Mayor and City Council of the City of Alpharetta, Georgia as follows:

SECTION I: The ad valorem tax rate for the City of Alpharetta, Georgia for the 2021 calendar year, on property subject to ad valorem taxation by the City is hereby fixed at \$5.750 on forty percent (40%) of each \$1,000.00 of property subject to ad valorem tax by the City.

SECTION II: Said rate of \$5.750 on forty percent (40%) of each \$1,000.00 of taxable property is hereby levied as follows:

(a) For General Government purposes \$4.935 on forty percent (40%) of each \$1,000.00 of taxable property.

(b) For the purpose of retiring outstanding General Obligation bonds, \$0.815 on forty percent (40%) of each \$1,000.00 of taxable property.

SECTION III: All ordinances and parts of ordinances in conflict herewith are hereby repealed.

ADOPTED AND APPROVED this ____ day of _____, 2021.

CITY OF ALPHARETTA, GEORGIA

By: _____
Mayor

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

(SEAL)

Attest:

City Clerk



City Council Meeting & Public Hearing STAFF REPORT

Submitting Department: Public Safety
Submitted By: Stephanie Cochran
Sponsored By:
Meeting Date: July 26, 2021

I. AGENDA ITEM TITLE: FIRE RESCUE - RAPID RESPONSE VEHICLE ACQUISITION

II. RECOMMENDATION:

Approve the purchase of one 2022 Fire Rescue – Rapid Response Vehicle in an amount totaling \$199,500 from Ten-8 Fire & Safety LLC under the terms of the competitively procured GPO contract PS21125 (League of Oregon Cities).

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: \$199,500

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Rapid Rescue Response Vehicles (30131150-542200-C2206)	\$75,400.00
Rapid Rescue Response Vehicles (27031150-542200-C2206 - Impact Fees)	\$124,100.00

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

This request is for the acquisition of one 2022 Fire Rescue – Rapid Response Vehicle as approved and funded in the FY 2022 capital budget. This vehicle will augment service capabilities and reduce the response of larger vehicles (e.g., ladder, quint, pumpers) to lower priority incidents, thereby extending the life of the larger vehicles. This vehicle will be versatile, smaller, and more mobile to reach automobile cars in parking decks and serve the greenway (unless too narrow in which case the Polaris UTV will be used – discussed below). The system can also be used to complete gross decontamination of firefighters as they exit structure fires to reduce the exposure to carcinogens.

Included in this proposal is a Polaris UTV (utility task vehicle) which is necessary to reach areas of the new Greenway extension that are too narrow for current fire rescue vehicles (including the rapid-rescue vehicle discussed herein).

This purchase will be made through Ten-8 Fire & Safety LLC (through its dealer for EJ Metals vehicles in Georgia). EJ Metals was awarded the League of Oregon Cities contract, contract number PS21125. Through the NPP (National Purchasing Partners) Program the Intergovernmental Cooperative Purchasing Agreement allows the City to use the contract for the pricing discount. NPP is a trusted savings provider for businesses and their employees nationwide. By leveraging the purchasing power of more than 300,000 members, NPP can provide top discounts and special B2B pricing to businesses of all sizes. The original cost of the Rescue-Rapid Response Vehicle and Polaris was \$221,525.11. Under the terms of the NPP Intergovernmental Cooperative Purchasing Agreement the cost is \$205,660 with a further discount eligible to Alpharetta bringing the final cost to \$199,500.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Alpharetta FD F350 Gull-Wing Specifications 2, Alpharetta FD GA 8GPM GullWing, Cost Proposal, Intergovernmental Cooperative Purchasing Agreement, League of Oregon Cities Contract



1201 Maple Creek Lane
New London WI 54961
(920) 779-9913
FAX (920) 779-9914
Visit our webpage www.ejmetals.com

SPECIFICATIONS
Alpharetta FD, GA
F350 Gull-Wing, 8 GPM UHP
(July 7, 2021)

THANK YOU

Thank you for the opportunity to present these specifications. Our company looks forward to working with you to provide the best product possible, with the best service possible, as detailed within these specifications.

INTENT OF SPECIFICATIONS

It shall be the intent of these specifications to cover the furnishing and delivery of a completed apparatus equipped as hereinafter specified. These specifications cover only the general requirements as to the type of construction and test to which the apparatus shall conform, together with certain details as to finish, equipment, and appliances with which the successful bidder shall conform. Minor details of construction and materials, which are not otherwise specified, are left to the discretion of the contractor, who shall be solely responsible for the design and construction of all features. Loose equipment shall be provided only as stated in the following pages.

Bids shall only be considered from companies that have an established reputation in the field of fire apparatus sales and service and have been in business for a minimum of 16 years. Further, bidder shall maintain dedicated service facilities for the repair and service of products. Evidence of such a facility shall be included in bidder proposal with color photos of the interior and exterior of the facility.

Each bidder shall furnish satisfactory evidence of their ability to construct the apparatus specified and shall state the location of the factory where the apparatus is to be built. The bidder shall also show that the company is in position to render prompt service and to furnish replacement parts for said apparatus.

Each bid shall be accompanied by a set of "Contractor's Specifications" consisting of a detailed description of the apparatus and equipment proposed and to which the apparatus furnished under contract shall conform. These specifications shall indicate size, type, model and make of all component parts and equipment.

The "Contractors Specifications" shall be signed by the customer / dealer representative and returned to the manufacturer. The customer / dealer representative signed specifications shall become an integral part of the contract and provide the "As Built" information to the manufacturer in the apparatus construction process. The customer / dealer signed "Contractors Specifications" shall supersede any / all other documents in the building of the apparatus.

QUALITY AND WORKMANSHIP

The design of the skid unit shall embody the latest approved automotive engineering practices. The workmanship shall be of the highest quality in its respective field. Special consideration shall be given to the following points: Accessibility of the various units, which require periodic maintenance, ease of operation and symmetrical proportions. Construction shall be rugged. Welding shall not be employed in the assembly of the apparatus in a manner that shall prevent the ready removal of any component part for service or repair.

COMMERCIAL GENERAL LIABILITY INSURANCE

The successful bidder shall, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of commercial general liability insurance:

General Aggregate	Waived
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

Coverage shall be written on a Commercial General Liability form. The policy shall be written on an occurrence form and shall include Contractual Liability coverage. The policy shall include owner as an additional insured as their interest may appear.

The required limits can be provided by one or more policies provided all other insurance requirements are met.

COMMERCIAL AUTOMOBILE INSURANCE

The successful bidder shall, during the performance of the contract, keep in force at least the following minimum limits of commercial automobile insurance:

Each Accident:	\$500,000
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Coverage shall be written on a Commercial Automobile form.

UMBRELLA/EXCESS LIABILITY INSURANCE

The successful bidder shall, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of umbrella liability insurance:

Aggregate:	\$1,000,000
Each Occurrence:	\$1,000,000

The policy shall be written on an occurrence basis and at a minimum provide the same coverage's as Bidder's General Liability, Automobile Liability and Employer's Liability policies. Owner shall be included as an additional insured on the General Liability and Automobile Liability policies as their interest may appear. The required limits can be provided by one or more policies provided all other insurance requirements are met.

Bidder agrees to furnish owner with a current Certificate of Insurance with the coverage listed above along with its bid. The certificate shall be made out to the purchaser and be an original, no photocopies shall be accepted. The Certificate of Insurance shall provide that owner be given 30 days advance notice of cancellation, nonrenewable or material change in coverage.

APPROVAL DRAWINGS

Prior to the construction of the apparatus, a detailed CAD-generated drawing shall be supplied to the Fire Department for approval. The drawing shall be signed by authorized personnel and returned to the factory within 30 days of receipt. Construction of the apparatus shall not commence until the approved drawing is returned to the factory.

The signed drawing shall become an integral part of the final contract and shall be kept on file at the factory for future reference.

PRE-CONSTRUCTION CONFERENCE - (TELEPHONE)

The contractor shall have a pre-construction conference prior to any manufacturing. The purpose of this meeting is to finalize any and all construction details. The conference shall be conducted via telephone. The dealer representative shall assemble customer principals at a pre-determined location and time. EJ Metals LLC principals to include all phases of manufacturing shall be present at the time of the meeting.

WARRANTY

The following warranty shall be supplied with each bidders proposal and be printed on company letterhead.

The manufacturer shall warranty each piece of new fire or rescue apparatus to be free from defects in materials or workmanship under normal use and service. The manufacturer's obligation under this warranty is limited to repairing or replacing, as the company may elect, any parts thereof which are returned to them, with transportation costs prepaid and as to which examination is disclose to the company's satisfaction to have been defective. The part, or parts, shall be returned to the manufacturer not later than **One (1), year** from delivery of the apparatus. Such defective part, or parts, shall be repaired or replaced free of charge and without charge for installation to the original purchaser.

This warranty shall not apply:

- 1) To normal maintenance and adjustments.
- 2) To any vehicle which has been repaired or altered outside of the factory in any way so that, in the manufacturer's judgment, it would affect the stability. Also, it shall not apply to any vehicle, which has been subject to misuse, neglect, or accident, or to any vehicle, which shall operate at any speed, exceeding the factory rated speed, or loaded beyond the factory rated load capacity.
- 3) To commercial chassis and associated equipment furnished with the chassis, signaling devices, generators, batteries, or other trade accessories in which they are usually warranted separately by their respective manufacturers.

This warranty is in lieu of all other warranties, expressed or implied, all other representations to the original purchaser and all other obligations or liabilities, including liability for incidental or consequential damages on the part of the company. The manufacturer neither assumes nor authorizes any other person to give or assume any other warranty or liability on the company's behalf, unless made or assumed in writing by the company.

NFPA COMPLIANCE

The apparatus detailed herein shall meet applicable NFPA recommendations current at the time of the proposal.

PERFORMANCE TEST AND REQUIREMENTS

A road test shall be conducted with the apparatus fully loaded while being driven on a continuous fifty mile trip minimum. The unit shall be tested under all driving conditions during which time no loss of power or overheating may take place. The transmission drive shaft(s) and rear axle(s) shall run quietly and free from abnormal vibration or noise throughout the operating range of the apparatus. The vehicle shall adhere to the following guidelines:

- 1) The unit must be capable of accelerating to 35 mph from a standing start within 25 seconds on a level concrete highway without exceeding the maximum governed rpm of the engine.
- 2) The service brakes shall be capable of stopping the fully loaded vehicle in 35 feet at 20 mph on a level concrete highway.
- 3) The apparatus, when fully loaded, shall be capable of obtaining a speed of 50 mph on a level concrete highway with engine not exceeding its governed rpm.

FAILURE TO MEET REQUIRED TEST

In the event the apparatus fails to meet the test requirements of these specifications on the first trial, a second trial may be made at the option of the quoter within thirty (30), days of the date of the first trial.

The results of such trials shall be made final and conclusive and failure to comply with these requirements shall be cause for rejection. Failure to comply with changes as the purchaser may consider necessary to conform to any clause of the specifications within thirty (30), days after the notice is given to the quoter of such changes shall be cause for rejection of the apparatus. Permission to keep or house the apparatus in any building owned or occupied by the purchaser or its use by the purchaser during the above specified period with the permission of the quoter shall not constitute acceptance.

PUMP PERFORMANCE TEST

The pump operating system shall be completely tested per NFPA 1906 for the size and type of pump. The pump shall meet or exceed all standards as specified.

APPARATUS COMPLETION

Construction of the apparatus shall be completed within 90 days after the receipt of the chassis at the manufacturer's facility. Typical chassis lead times are from 24-28 weeks from the date of order.

CHASSIS SPECIFICATIONS

The following represent the minimum specifications for this apparatus chassis:

MODEL YEAR: 201X

MAKE/MODEL: Ford F-350 SRW 4 X 4 Crew Cab, XLT, 8 Foot Bed, Pick-Up, Carpet Delete

GVWR:11,500 #

WHEELBASE:179"

CAB - AXLE: 56"

ENGINE

7.3 Liter V-8 Gasoline

430 Horsepower @ 5500 RPM

475 Lb.-Ft. Torque @ 4000 RPM

16 Valves

10.50 to 1 Compression Ratio

ENGINE EQUIPMENT:

Dual Alternators (357 amps combined)

TRANSMISSION: 10-Speed Automatic

CAB EXTERIOR:

XLT Decor Group

Manual Telescoping w/two way Fold Mirrors

Spotter Mirrors

Chrome Front Bumper

Halogen Headlights

Molded Black Cab Steps

CAB INTERIOR:

Cloth Bucket Front Seats

Two (2), Shoulder Harnesses

Full Folding Rear Bench Seat

Tinted Glass

INSTRUMENTS & CONTROLS:

Full Gauge Package (Including tachometer)

PAINT:

Z1 Oxford White Paint

ADDITIONAL EQUIPMENT:

Air Conditioning

Speed Control/Tilt Wheel

Extra Heavy Service Suspension Package

EMBER SEPARATOR

The commercial chassis engine air in-let shall be equipped with a means of separating burning embers from the air intake system such that particulate matter larger than 0.039 in. (1.0 mm) in diameter cannot reach the air filter element.

The ember separator shall be constructed from stainless steel screen.

RUNNING BOARDS

Running boards shall be installed below the cab on both sides of the apparatus. The running boards shall be constructed of steel support channels covered by embossed bright aluminum treadplate with NFPA compliant openings and drains.

The distance from the ground to the running board shall not exceed 24". If the vertical distance between the running board and the cab floor exceeds 18", an intermediate step shall be provided. The OEM running boards removed from the chassis shall become property EJ Metals LLC.

BUMPER KIT - (F350)

A Buckstop Outback bumper kit shall be installed at the front of the apparatus, in place of the original chassis bumper. The bumper kit shall have the following features:

- Grille/brush guard
- Fully enclosed winch area
- Winch access cover door
- Frenched light buckets
- 2" trailer receiver
- OEM tow hook mounts
- License plate bracket

The bumper kit shall be powder coated buck-stop black textured finish. The powder coat shall be UV-resistant. The OEM bumper removed from the chassis shall become property of EJ Metals LLC.

WINCH POWER SUPPLY - (FRONT & REAR)

Two (2) power and ground connections shall be provided at the front and rear hitch receivers for the portable winch. The connections shall be directly to the battery. The power and ground connections shall terminate at each location with a polarized, high amperage receptacle.

CAB CONSOLE

An EJM aluminum console shall be provided between the driver and officer seats in the chassis cab for the mounting of equipment and equipment controllers outlined later in these specifications. The console shall be constructed from formed and welded .125" aluminum plate and powder coated with a buck-stop black textured finish for protection and a pleasing appearance. The top cover of the console shall be removable in two (2), sections. The forward section shall provide for access to the apparatus wiring and the rear section for the control modules.

MAP STORAGE

A map storage box shall be provided. The map storage box shall be mounted to the rear of the cab console. The map storage box shall have a buck-stop black textured powder coated finish to match the cab console.

12-VOLT POWER LEADS

One (1) set of 12-volt power leads shall be installed on the apparatus. The power leads shall terminate inside the cab center console. The power leads shall consist of One (1), 12ga. B+ power and One (1), 12ga. ground. Both leads shall be approx. 24.0" long and terminate with solder-less barrel type connectors. The leads shall be connected battery direct and be un-fused.

12-VOLT POWER POINT

One (1), 12-Volt power point shall be provided. The power point shall be cigar lighter type. The power point shall be wired to battery direct, and 15 amp fused.

The power point shall be located in the cab center console.

12-VOLT POWER POINT - (USB DUAL PORT)

One (1), USB dual port 12-Volt, 4.2 Amp, power point shall be provided. The power point shall be a dual port USB type. The power point shall be wired to battery direct and 5 Amp fused.

The power points shall be located in the cab center console.

KUSSMAUL AUTO CHARGE 1000 SUPER KIT

A Kussmaul Auto Charge 1000 15 amp, 12 volt automatic battery charging system shall be provided to maintain charge in the apparatus battery system. The charger shall be powered by the 120v shoreline.

The Auto Charge 1000 is a high output automatic battery charger. Unique electronic sensing circuits sense the true battery voltage while eliminating the need for external sense wires. Charging is completely automatic. The maximum output of the charger is 15 amperes. When the battery is fully charged, all charging will stop. There is no overcharging and no water boil off.

A common problem with electrical systems is the loading on the battery caused by rechargeable hand lights, portable radios and other loads. The Auto Charge 1000 handles these loads with a built in "BATTERY SAVER". Auxiliary electrical loads are connected to the Battery Saver output. During normal vehicle operation these auxiliary loads are connected to the battery. When the vehicle is plugged in to A.C. power, the auxiliary loads are automatically removed from the battery and powered from the "BATTERY SAVER" circuit. A maximum of 3 amperes is available from the "BATTERY SAVER". An automatic overload protector limits the 3 ampere output. A yellow overload indicator is illuminated whenever the "BATTERY SAVER" output limit is exceeded.

The Auto Charge 1000 indicator may be mounted remotely from the charger assembly. Connected by 3 wires to the charger, the indicator contains a bar graph display.

The display indicates the “state of charge” and the general condition of the battery. An old or defective battery is displayed as a low reading which remains low after an extended charging period. A discharged battery also is indicated by a low reading. Precise indications of battery condition appear, independent of the distance between the charger and the display.

The battery condition indicator shall be mounted on a custom fabricated bracket on the driver’s side rear of the running board, above the auto eject receptacle. Kit shall include shoreline connector.

AUTO EJECT FOR SHORELINE – (BACKWIRE)

One (1), shoreline receptacle shall be provided to operate the 120-volt circuits on the vehicle without the use of a generator.

The shoreline receptacle shall be provided with a NEMA 5-20, 120 volt, 20 amp, straight blade Kussmaul Super Auto Eject plug with a weatherproof cover. The cover shall be spring loaded to close, preventing water from entering when the shoreline is not connected.

The unit shall be completely sealed to prevent road dirt contamination.

A solenoid wired to the vehicle's starter shall be energized when the engine is started. This shall instantaneously drive the plug from the receptacle.

An internal switch shall be provided to disconnect the load prior to ejection to eliminate arcing of the connector contacts.

The shoreline shall be connected to the battery charger.

The color of the shoreline cover shall be RED.

The shoreline shall be mounted on a custom fabricated bracket on the driver’s side rear of the running board, below the battery condition indicator.

REAR RECEIVER HITCH

A Class IV receiver hitch shall be installed at the rear of the apparatus. The hitch assembly shall have a glossy black, pebble textured finish for protection and a pleasing appearance.

TRAILER RECEPTACLE

One (1) 7-prong trailer wiring receptacle with a weatherproof cover shall be installed at the rear of the apparatus near the receiver hitch.

CABINET - (CREW CAB)

The rear seat of the Crew Cab shall be removed for the installation of a storage cabinet. A cabinet constructed from aluminum sheet material shall be installed in the crew portion of the cab. The cabinet shall be accessible from the driver's and passenger's side.

The cabinet shall be approximately 42.00" tall by 27.00" wide by 54.00" deep. The cabinet shall be sectioned off with shelves to provide three storage spaces. The cabinet shall be powder coat painted to match the interior cab color.

72" WIDE FRONT TRANSVERSE COMPARTMENT - (GULL-WING)

NOTE: The transverse compartment shall be mounted cross bed in front of the gull-wing compartments, just behind the chassis cab.

<u>COMPARTMENT</u>	<u>FWD TRANSVERSE - (2-Doors)</u>
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Overall Dimensions	72.00" L x 23.00" H x 24.00" W
Door Frame to Door Frame	20.00" W x 18.63" H
Clear Door Opening	18.25" W x 16.75" H
Useable Area	69.50" L x 20.75" H x 23.25" W
Door Type	Horizontal Lift-Up - (1 each end)
Compartment Vents	Yes

DOORS - (FWD TRANSVERSE COMPARTMENT)

All compartment doors unless otherwise specified shall be of flatbed style, pan design. The door panel shall be constructed of .125" aluminum diamond plate.

D-ring style polished stainless steel door handles shall be installed on each door.

Compartment doors shall be securely attached to the body using a full-length, 3/16" pin diameter, electro-polished stainless steel hinge. The hinge shall be secured with stainless steel fasteners. Isolation tape shall be installed between the hinge and the body surface.

Horizontally-hinged flatbed style pan doors shall be secured in the open position with a gas cylinder (hinge on top).

PLUMBING CONSTRUCTION

All piping attached to the Ultra-High Pressure fire pump shall consist of stainless steel and high pressure brass fittings and manifolds.

Flexible discharge lines shall be constructed of reinforced high pressure hose with crimped stainless steel or brass hose ends.

All piping shall be pressure tested after installation on the apparatus.

PUMP PLUMBING WARRANTY

The high pressure brass plumbing components shall be used in the construction of the water/foam plumbing system shall be warranted for a period of **Seven (7), years**. This warranty shall cover structural failures caused by defective design or workmanship or corrosion, provided the apparatus pumping system is used in a normal and reasonable manner. This warranty is extended only to the original purchaser and becomes effective as of the date of delivery of the apparatus.

BOOSTER TANK

The tank shall have a capacity of **60 US Gallons** and shall be constructed of PT3™ polypropylene material. This material shall be a non-corrosive stress relieved thermoplastic and UV stabilized for maximum protection. Tank shell thickness may vary depending on the application and may range from ½ to 1” as required. Internal baffles are generally 3/8” in thickness.

DESIGN

Each tank is designed to the customer’s specification and/or drawing submittal. An approval drawing is sent to the customer prior to commencing manufacturing. Upon receipt of the signed approval drawing, the tank is scheduled for production.

CONSTRUCTION

The booster and/or foam tank shall be of a specific configuration and is so designed to be completely independent of the body and compartments.

Joints and seams shall be fused using nitrogen gas as required and tested for maximum strength and integrity. The tank construction shall include PolyProSeal™ technology wherein a sealant shall be installed between the plastic components prior to being fusion welded. This sealing method will provide a liquid barrier offering leak protection in the event of a weld compromise. The top of the booster tank is fitted with removable lifting assembly designed to facilitate tank removal. The transverse and longitudinal swash partitions shall be manufactured of a minimum of 3/8" PT3™ polypropylene. All partitions shall be equipped with vent and air holes to permit movement of air and water between compartments. The partitions shall be designed to provide maximum water flow. All swash partitions interlock with one another and are completely fused to each other as well as to the walls of the tank. All partitions and spacing shall comply with NFPA 1901. The walls shall be welded to the floor of the tank providing maximum strength as part of the tank’s unique Full Floor Design™. Tolerances in design allow for a maximum variation of 1/8” on all dimensions.

WATERFILLTOWER AND COVER - (COLOR CODED BLUE)

The tank shall have a combination vent and manual fill tower. The fill tower shall be constructed of 1/2" PT3™ polypropylene and shall be a minimum dimension of 8" x 8" outer perimeter. The tower shall be located in the left front corner of the tank unless otherwise specified by the tank manufacturer to the purchaser. The tower shall have a 1/4" thick removable polypropylene screen and a PT3™ polypropylene hinged cover. The capacity of the tank shall be engraved on the top of the fill tower lid. Inside the fill tower there shall be a combination vent/overflow pipe. The vent overflow shall be a minimum of schedule 40 polypropylene pipe with a minimum I.D. of 2" that is designed to run through the tank and shall be piped to discharge water behind the rear wheels as required in NFPA 1901 so as to not interfere with rear tire traction. The tank cover shall be constructed of 1/2" thick PT3™ polypropylene and UV stabilized, to incorporate a multi-piece locking design, which allows for individual removal and inspection if necessary. The tank cover(s) shall be flush or recessed 3/8" from the top of the tank and shall be fused to the tank walls and longitudinal partitions for maximum integrity. Each one of the covers shall have hold downs consisting of 2" minimum polypropylene dowels spaced a maximum of 40” apart. These dowels shall extend through the covers and will assist in keeping the covers rigid under fast filling conditions. A minimum of two lifting dowels shall accommodate the necessary lifting hardware. The Tank will have a Transparent sight window to indicate water level.

SUMP

There shall be one (1), sump standard per tank. The sump shall be constructed of a minimum of 1/2" PT3™ polypropylene and be located in the rear of the tank, unless specified otherwise. A schedule 40 polypropylene pipe shall be installed that will incorporate a dip tube from the back of the tank to the sump location.

WATER TANK WARRANTY

The water tank manufacturer shall warrant the water tank to be free from manufacturing defects in material and workmanship for the service life of the vehicle. The tank must be installed in accordance with the tank manufacturer's installation instructions.

WATER TANK FILL / DRAIN - (DIRECT)

One (1), 1.5" combination direct tank fill / drain shall be provided. The fill / drain shall be piped to the passenger's side rear of the slide-in unit. The tank fill / drain shall be gated by a 1/4 turn, full flow ball valve and terminate with a female 1.5" NST swivel. A chrome plug and chain shall be provided. There Shall Also be One (1) 3/4" Garden Hose Fitting Adapter for Filling Back Packs of the Tank / Fill Drain with Chrome Plug.

SLIDE-IN UNIT CONSTRUCTION

The slide-in unit shall be constructed of formed 5052-H32 .125" aluminum with a tensile strength between 31,000 and 38,000 PSI. Components shall be welded with 1" welds on 6" centers for an optimal combination of strength and flexibility. Extruded aluminum tubing shall provide the skeletal support frame. The extruded aluminum tubing shall be welded and have a natural aluminum finish.

FIRE SUPPRESSION SLIDE-IN MODULE

A complete one piece slide-in fire suppression system shall be provided. The system shall consist of a complete ultra-high pressure fire suppression system in a slide-in module. The pump system and drive engine shall be installed on an aluminum platform that includes all of the components listed in these specifications. The entire assembly shall be a one piece structure that is capable of a slide-in installation.

MODULE STRUCTURE

The entire slide-in module that contains the fire suppression system shall be constructed from extruded aluminum tubes and aluminum sheeting.

GULL-WING COMPARTMENTS - (CAB HEIGHT)

Two (2), polished aluminum diamond plate "Gull-Wing" compartments shall be provided. The compartments shall be constructed from .125" polished diamond plate and mounted on the driver's and passenger's side above the truck bed sides. The covers of the compartments shall be angled. The compartment covers shall be lift up and supported by horizontal hinges and gas struts. The compartment covers shall be secured in the closed position with snap lock closures.

The compartments shall be approx.(70.00"long) x (23.00" tall) x (18.00" deep)

GULL-WING COMPARTMENT LIGHTING

LED strip lighting shall be provided in two gull-wing body compartments. The lighting shall be installed on the upper corner of the compartment.

UNDER PUMP / TANK STORAGE COMPARTMENT

A storage compartment shall be provided underneath the pump, plumbing and water tank for long handled tools.

The compartment shall be approximately (6.00" high) x (48.00" wide) x (94.00" long) The compartment shall be divided down the center.

The under pump/tank storage shall have two (2) full length slide out poly drawers. Drawers shall be constructed of 1/2" black material.

STAINLESS STEEL FASTENERS

All fasteners used in the construction of the slide-in unit or mounting of equipment shall be stainless steel.

ULTRA-HIGH PRESSURE PUMP

A triplex plunger ultra-high pressure ceramic lined pump will be provided. The pump will be an EJM Triple Plunger High Pressure Pump with the following specifications.

8 gallons per minute at 2800 PSI
Die cast aluminum crankcase
Stainless steel valves and seats
Chrome-Moly crankshaft
Oversized bearings
High Strength Forged Brass manifolds
Specially formulated high pressure seals

A pressure gauge will be installed at the operator's panel to indicate pump discharge pressure.

OPERATOR CONTROL PANEL

On / Off - Foam/**DECON** Agent Valves
Tank to Pump Valve
Water Tank Drain
Foam Metering/**DECON** Valve
Winterization Port
Air Bleed / Easy Engine Starting Valve
Hose Reel Re-wind Switch

PUMP PANEL LIGHT

A LED strip light shall be used to illuminate the pump operator's panel. The light shall be controlled by the Pump Panel switch.

WATER LEVEL GAUGE

One (1) FRC Tank Vision LED Water level gauge shall be installed in the pump panel.

PRESSURE PROTECTION

A primary and secondary pressure relief valve system shall be utilized.

The primary un-loader valve sets the system pressure and protects the pump from pressure extremes associated with obstructions in the discharge line. When no flow is required by the system, the valve will bypass all system flow.

The secondary relief valve provides back-up protection to assure pressure relief for maximum system protection. The relief valve is set approximately 200 psi above system operating pressure.

OVERHEAT PROTECTION

A system shall be provided with the pump prevents heating and steaming when the nozzle is closed while the pump is running. When the pump temperature reaches a pre-set level, the heated water is discharged to ground and tank water is allowed into the pump.

FOAM PROPORTIONER

An adjustable, foam proportioning control valve shall be provided. The system shall be compatible with Class A and Class B foams concentrates. Foam concentrate shall be injected in the water suction line before it enters the high-pressure pump. An additional valve marked as Foam/**DECON** shall be installed on the UHP control panel. See foam jug/**DECON** agent provision below.

The valve shall allow adjustment at any increment in the 0% - 6% range with a special mark for **DECON** use. The valve shall be installed on the operator's panel and labeled appropriately.

NOTE: When using the EJM UHP system for **DECON** use, the engine **MUST** be at pump engine idle speed only. Ultra-High-Pressures can cause serious injury or death.

FOAM JUG/DECON** AGENT PROVISION**

Two (2) brackets with hold down straps will be provided for securing one (1), 5-gallon foam jug and one 5-gallon **DECON** solution jug. The foam on/off control is a one-quarter turn ball valve, and the **DECON**/FOAM selection is another one-quarter turn ball valve. The pump may be run with or without the use of foam or **DECON** agent.

PUMP ENGINE

The ultra-high pressure pump will be powered by a Honda gasoline engine with the following specifications.

Engine Type:	Air-cooled 4-stroke OHV V-Twin
Bore & Stroke:	3.1"x 2.8" 78x72 mm
Displacement:	688 cm ³
Gross Power:	20.3 HP @ 3600 RPM
PTO Shaft Rotation:	Counterclockwise (from PTO shaft side)
Compression Ratio:	9.3:1
Carburetor:	Horizontal type, butterfly valve, internal vent Ignition
System:	Magnetron
Starting System:	Electric
Lubrication System:	Full Pressure Spin On Oil Filter
Governor System:	Mechanical
Air Cleaner:	Low Profile - Dual element
Oil Capacity:	2.1 US qt (2.0L)
Fuel:	Unleaded gasoline 86 octane or higher
Dry Weight:	98 lbs.
Fuel Consumption:	1.59 Gallons/Hr. @ full load

ULTRA-HIGH-PRESSURE HOSE REEL

One (1), ultra-high pressure hose reel shall be provided. The reel shall be capable of storing 200 feet of high pressure hose. The reel shall be rated for 3,000 psi working pressure. The reel shall be equipped with electric rewind with a switch located in the reel compartment. A nylon hose guide assembly shall be provided for the reel.

ULTRA-HIGH PRESSURE HOSE

The reel shall be equipped with 150 feet of .3/8" Nonflammable two wire UHP high pressure hose.

ULTRA-HIGH PRESSURE LOCKING NOZZLE

The reel shall be equipped with an EJM Tri-Plex Locking Nozzle stored near the hose reel. The nozzle shall have three (3), patterns.

- 1) A "**DRY FOAM**" setting with a minimum pattern width of **3 feet** and **35 foot** length for heavier foam applications. This setting, at engine idle speed only, can also be used with the **DECON** feature.
- 2) A "**WET FOAM**" setting with a minimum pattern width of **65°** and **18 foot** length for wet foam applications. This setting, at engine idle speed only, can also be used with the **DECON** feature.
- 3) A "**WET FOAM**" straight stream "**HIGHLY ATOMIZED**" setting capable of discharging a minimum distance of **45feet**.

The discharge type shall be selected by rotating the nozzle to the desired position. The nozzle shall be connected to the hose with a quick-disconnect type coupling to allow easy removal for storage or maintenance.

WINTERIZATION INLET PORT

An inlet shall be provided at the pump panel to allow the pump to be filled with RV type anti-freeze to prevent a possible frozen pump. Proper instructions will be provided for the winterization procedure.

PUMP HOUR METER

A pump engine hour-meter shall be provided at the pump panel to indicate engine total pump run time.

SLIDE-IN UNIT MOUNTING

The slide-in unit shall be mounted into the host chassis by EJ Metals, LLC at the EJ Metals, LLC facility.

12 VOLT SYSTEM SPECIFICATIONS

The following specifications describe the 12 volt electrical system on the specified fire apparatus. The electrical system shall include all panels, electrical components, switches, and relays, wiring harnesses, and other electrical components.

The electrical equipment installed by the apparatus manufacturer shall conform to current automotive electrical system standards, the latest federal DOT standards, and the requirements of NFPA 1901 or 1906 (as applicable).

All wiring shall be stranded copper or copper alloy conductors of a gauge rated to carry 125 percent of the maximum current for which the circuit is protected. Voltage drops in all wiring from the power source to the using device shall not exceed 10 percent. Wiring, wiring harnesses, and insulation shall be in conformance to applicable SAE and NFPA standards. Wiring harnesses shall conform to SAE J-1128 with GXL temperature properties. All exposed wiring shall be run in a loom with a minimum 289 degree Fahrenheit rating. All wiring looms shall be properly supported and attached to body members. Electrical conductors shall be constructed in accordance with applicable SAE standards, except when good engineering practice requires special construction.

Wiring connections and terminations shall use a method that provides a positive mechanical and electrical connection and shall be installed in accordance with the device manufacturer's instructions. Electrical connections shall utilize large rubber / plastic grommets where wiring passes through metal panels.

All connections shall be crimp-type with heat shrink tubing with insulated shanks to resist moisture and foreign debris such as grease and road grime. Weather-resistant connectors shall be provided throughout to ensure the integrity of the electrical system.

All electrical junction or terminal boxes shall be weather resistant and located away from water spray conditions. The main body junction panel shall house automatic-reset breakers and relays (as required).

There shall be no exposed electrical cabling, harnesses, or terminal connections located in compartments, unless they are enclosed in an electrical junction box or covered with a removable electrical panel. The wiring shall be secured in place and protected against heat, liquid contaminants, and damage. Wiring shall be uniquely identified every 4 inches by either color coding or permanent marking with a circuit function code identified on a reference chart or electrical wiring schematic per requirements of applicable NFPA 1901 or 1906 standards (as applicable).

Electrical circuits shall be provided with low voltage over-current protective devices. These devices shall be accessible and located in required terminal connection locations or weather-resistant enclosures. Over-current protection shall be suitable for electrical equipment, automatic reset type, and meet SAE standards. All electrical equipment, switches, relays, terminals, and connectors shall have a direct current rating of 125 percent of the maximum current for which the circuit is protected.

The electrical system shall have the following features:

- The electrical wiring shall be harnessed or be placed in protective loom.
- Heat shrink material and sealed connectors shall be used to protect exposed connections.
- Holes made in the roof of the apparatus shall be caulked with silicone. Large fender washers shall be used when fastening equipment to the underside of the cab roof.
- Any electrical component that is installed in an exposed area shall be mounted in a manner that will not allow moisture to accumulate in the component.
- A sufficient length of wiring shall be provided behind any electrical appliance to allow the device to be pulled away from the panel for inspection and/or service work.

All electrical equipment switches shall be mounted on a switch panel in the cab convenient to the operator. Warning light switches shall be of the rocker or paddle type. For easy night-time operation, an integral indicator light shall be provided to indicate when the circuit is energized. All switches shall be appropriately identified as to their function by backlighting or panel light.

WIRING DIAGRAMS

Electrical wiring diagrams of the specific apparatus shall be furnished with the completed apparatus.

ALTERNATOR NFPA TESTING

The apparatus low voltage electrical system shall be tested and certified by the apparatus manufacture. The certification shall be provided with the apparatus. The following three (3) tests shall be performed in order. Before each test, the batteries shall be fully charged.

TEST #1 - (RESERVE CAPACITY TEST)

The engine shall be started and kept running until the engine and engine compartment temperatures are stabilized at normal operating temperatures and the battery system is fully charged. The engine shall be shut off and the minimum continuous electrical load shall be activated for 10 minutes. All electrical loads shall be turned off prior to attempting to restart the engine. The battery system shall then be capable of restarting the engine. Failure to restart the engine shall be considered a test failure.

TEST #2 - (ALTERNATOR PERFORMANCE TEST AT IDLE)

The minimum continuous electrical load shall be activated with the engine running at idle speed. The engine temperature shall be stabilized at normal operating temperature. The battery system shall be tested to detect the presence of battery discharge current. The detection of battery discharge current shall be considered a test failure.

TEST #3 - (ALTERNATOR PERFORMANCE TEST AT FULL LOAD)

The total continuous electrical load shall be activated with the engine running up to the engine manufacturers governed speed. The test duration shall be a minimum of 2 hours. Activation of the load management system shall be permitted during this test. However, an alarm sounded due to excessive battery discharge, as detected by the system, or a system voltage of less than 11.7 volts DC for a 12 volt system, for more than 120 seconds, shall be considered a test failure.

LOW VOLTAGE ALARM TEST

Following completion of the preceding tests, the engine shall be shut off. The total continuous electrical load shall be activated and shall continue to be applied until the excessive battery discharge alarm is activated. The battery voltage shall be measured at the battery terminals. With the load still applied, a reading of less than 11.7 volts shall be considered a test failure. The battery system shall then be able to restart the engine.

At time of delivery, documentation shall be provided with the following information: Documentation of the electrical system performance test.

- A written load analysis of the following:
- Nameplate rating of the alternator
- Alternator rating at idle while meeting the minimum continuous electrical load
- Each component load comprising the minimum continuous electrical load.
- Additional loads that, when added to the minimum continuous load, determine the total connected load.
- Each individual intermittent load.

HIGH IDLE CONTROL – (FORD GASSER)

A high idle system shall be installed on the apparatus. The system shall be automatically controlled. The system shall have an interlock that will disable the high idle system if the parking brake is not engaged.

SWITCH PANEL

A six (6) place switch panel shall be installed in the chassis cab to control the emergency lighting package. All switches shall be rocker type with integral indicator lights to show when the light being controlled is energized. All switches shall be appropriately identified by a back-lit indicator.

SWITCH PANEL

A four (4) place switch panel shall be installed in the chassis cab to control the emergency lighting package. All switches shall be rocker type with integral indicator lights to show when the light being controlled is energized. All switches shall be appropriately identified by a back-lit indicator.

LOW VOLTAGE ALARM

A Kussmaul model 091-85-12, low voltage alarm shall be provided. There shall be both an audio and visual indication when the system voltage drops below the 11.8 VDC pre-determined level, as specified by NFPA 1901.

The visual indicator shall be an amber led light. The visual LED indicator shall be marked "LOW 12Vdc VOLTAGE" Both Audio and Visual indicators shall be mounted in the cab center console.

NFPA LIGHTING PACKAGE

The following warning light package includes all of the minimum warning light and actuation requirements for the current version of the NFPA 1901 Fire Apparatus Standard. The following lighting as specified shall meet the requirements for both "Clearing Right of Way" and "Blocking Right of Way" as noted.

The warning light system shall be certified by the light system manufacturer, to meet all of the requirements in the current version of the NFPA 1901 Fire Apparatus Standard. The NFPA required "Certificate of Compliance" shall be provided with the completed apparatus.

LIGHT BAR – (VISOR TYPE)

One (1) Whelen INNER EDGE-FST, ten (10) LED 2-Piece design light bar shall be provided. The light bar shall consist of the following light modules:

Eight (8) forward facing RED LED's.

Two (2) forward facing WHITE CON3 LED's.

LOCATION - (LIGHT-BAR)

The light-bar shall be installed on the upper inside of the windshield.

FRONT LOWER WARNING LIGHTS – (CHASSIS GRILLE)

Two (2), Whelen M2 series Super LED warning lights shall be installed on the front grille of the chassis. The dimensions of the lights shall be 3.65" x 2.07". Each light shall be mounted in a chrome bezel. The lights shall be controlled by a switch in the cab instrument panel.

The lens color shall be clear with red LED's.

FRONT LOWER WARNING LIGHTS – (BUMPER FACE)

Two (2), Whelen M2 series Super LED warning lights shall be installed on the front face of the chassis bumper, between the vertical brush guard pillars, centered above the openings, one each side. The dimensions of the lights shall be 3.65" x 2.07". Each light shall be mounted in a chrome bezel. The lights shall be controlled by a switch in the cab instrument panel.

The lens color shall be clear with red LED's.

FRONT SIDE LOWER WARNING LIGHTS – (BUMPER ENDS)

Two (2) Whelen M4 Super LED warning lights shall be installed. The dimensions of the lights shall be 5.50" x 3.375". Each light shall be mounted in a chrome bezel. The lights shall be controlled by a switch in the cab instrument panel. The lens color shall be clear with red LED's.

The lights shall be installed on the end of the front bumper, one each side.

FRONT SIDE LOWER WARNING LIGHTS - (FENDERS)

Two (2), Whelen M2 Super LED warning lights shall be installed. The dimensions of the lights shall be 3.65" x 2.07". Each light shall be mounted in a chrome bezel. The lights shall be controlled by a switch in the cab instrument panel. The lens color shall be clear with red LED's.

The lights shall be installed on the front fenders of the chassis, one each side.

FRONT SIDE LOWER WARNING LIGHTS - (RUNNING BOARDS)

Two (2), Whelen M2 Super LED warning lights shall be installed. The dimensions of the lights shall be 3.65" x 2.07". Each light shall be mounted in a chrome bezel. The lights shall be controlled by a switch in the cab instrument panel. The lens color shall be clear with red LED's.

The lights shall be installed on the vertical kick/splash panel of the running boards, centered, one each side.

SIDE LOWER WARNING LIGHTS – (WHEEL WELL)

Two (2), Whelen M2 Super LED red warning lights shall be installed. The dimensions of the lights shall be 3.65" x 2.07". Each light shall be mounted in a chrome bezel. The lights shall be installed near the rear wheel wells. The lens color shall be clear with red LED's.

REAR UPPER ZONE WARNING

Two (2), Whelen M4 series Super LED lights shall be installed on the upper rear corners of the gull-wing compartments. Each light shall be mounted in a chrome flange. The lens color shall be clear with red LED's.

REAR LOWER ZONE WARNING - (REAR BUMPER)

Two (2), Whelen M2 series Super LED lights shall be installed on the rear bumper of the chassis, one each side. The dimensions of the lights shall be 3.65" x 2.07". Each light shall be mounted in a chrome flange. The lens color shall be clear with red LED's.

SIREN

A Whelen model 295SLSA1 200-watt output electronic siren shall be installed in the cab. The siren shall be controlled by the "Horn Button" and have "Hands Free" (NFPA) operation as well as manual.

The siren shall have the following features:

Radio rebroadcast

Public address

Manual

Wail

Yelp

Air-horn sound

Piercer

Hard-wired microphone

SIREN SPEAKER

One (1), Whelen Model SA315P 100-watt siren speaker kit shall be installed on the apparatus. Speaker shall have a black composite construction.

SCENE LIGHTS – (40 DEG.)

Two (2) Whelen multi-purpose Super-LED® model # PELCC shall be provided. The steady burn perimeter enhancement light shall incorporate six clear Super-LEDs and a clear optic hard coated polycarbonate lens for maximum output. The PELCC shall have a 40 degree downward projection in a solid polycarbonate chrome plated housing. The hard coated sealed lens shall provide extended life/luster protection against UV and chemical stresses. The conformal coated PC board shall provide additional protection against environmental elements. The solid state clearance light shall be vibration resistant. The PELCC will contain a 12"unterminated pigtail. The perimeter enhancement light is covered by a five year factory warranty and meets NFPA 1901 for rear ground lighting. The PELCC shall be provided with two #8 x 1" sheet metal screws and formed gasket for surface mounting. The scene lights shall be mounted to the rear of the gull-wing compartments above the rear warning lights, as high as possible. The scene lights shall be controlled by a single switch in the cab center console.

Voltage: +12v

Size: 2.25"H x 1.625" D x 7.875" W

Amp Draw: 0.85 Amps

Lens Color: Clear

PERIMETER LIGHTING

Eight (8), LED perimeter lights shall be provided below the body and chassis. Each light shall have a clear lens and shall be mounted on a bracket, angled downward, beneath the apparatus to provide lighting under and around the apparatus. The lights shall be mounted as follows:

Two (2), lights under the chassis steps.

Two (2), lights under the front side of the body, one each side.

Two (2), lights under the rear side of the body, one each side.

Two (2), lights under the rear step of the body, one each side.

The perimeter lights shall be activated when the chassis transmission is placed in "PARK" position.

LINE VOLTAGE ELECTRICAL SYSTEM

The power source shall produce electric power at 60 Hz, ± 3 Hz when producing power at all levels between no load and full rated power at the rated voltage ± 10 percent.

The maximum voltage supplied to portable equipment shall not exceed 275 volts to ground. Higher voltage shall be permitted only when used to operate fixed wired, permanently mounted equipment on the apparatus.

Manually resettable over current devices shall be installed to protect the line voltage electrical system components. Each line voltage circuit originating from the main panel board shall be identified.

The wire or circuit identification either shall reference a wiring diagram or wire list or shall indicate the final termination point of the circuit.

Each receptacle shall be marked with a label indicating the nominal line voltage (120 volts or 240 volts) and the current rating in amps of the circuit. If the receptacle is DC or other than single phase, that information shall also be marked on the label.

WIRING SCHEMATICS

An "As-Built" Wiring diagram for line voltage systems shall be provided to include the following information.

Pictorial representations of circuit logic for all electrical components and wiring

Circuit identification

Connector pin identification

Zone location of electrical components

Safety interlocks

Alternator battery power distribution circuits

Input/output assignment sheets or equivalent circuit logic implemented in multiplexing systems

OPERATIONAL TESTING

The apparatus manufacturer shall perform the following operation test and shall certify that the power source and any devices that are attached to the line voltage electrical system are properly connected and in working order.

POWER INVERTER

There shall be one AIMS 2000 watt inverter installed in the driver's side gull wing compartment of the skid unit per the following description: The AIMS Power pure sine inverter is capable of producing 2000 Watts of clean power ideal for running your sensitive electronics. Great for use in vehicles, boats, camping and emergencies where back up power is needed. The inverter features a resettable GFCI outlet, along with a USB outlet and a direct connect terminal block for harnessing the full inverter's capacity.

Key Features:

2000 Watt continuous power

4000 Watt surge peak power

12 Volt DC input

Pure sine wave

GFCI Outlet

AC Direct Connect Terminal Block

USB Outlet 2.1A

90% Efficiency

Short circuit protection

On/off switch

Dual cooling fans thermally controlled
GFCI Reset-able AC Outlet
Instruction manual

Specifications:

DC input/operating voltage: 9.5-16V
Output voltage: 120V AC
Output frequency: 60 Hz
Battery low voltage alarm: 9.8 +/- 0.5V
Battery low voltage shutdown: 9.5 v +/- 0.5V
No load minimum operating temperature: 32°F
Full load maximum operating temperature: 104°F (automatic shutdown)
High input voltage shutdown: 16V
Low input voltage shutdown: 9.5V +/- 0.5V
Size (LxWxH): 18" x 9.5" x 3.88"
Weight: 11.8 lbs.

DUPLEX RECEPTACLES - (INVERTER POWERED)

Two (2) duplex receptacles shall be installed on the apparatus. Each receptacle shall be rated for 20 amps at 120 volts AC. For each receptacle mounted in an external location, a weatherproof cover shall be installed. The receptacles shall be inverter powered.

The duplex receptacles shall be installed:

One (1) driver's side gull-wing compartment, forward wall.
One (1) passenger's side gull-wing compartment, forward wall.

CHEVRON STRIPING

Chevron reflective Diamon Diamonds reflexite striping shall be applied to the rear of the gull-wing compartments. The Diamon Diamonds striping shall be V92 Red and V97 FL Yellow Green in color.

REFLECTIVE STRIPE - (CUSTOMER PROVIDED)

A 1"-6"-1" reflective stripe shall be applied to the lower exterior of the chassis and pick-up box in accordance with NFPA 1901 requirements. The stripe will not be applied to the wheel wells, pump panel, or rear of the body over the diamond plate. The color of the reflective stripe shall be Ruby Red.

The customer provided reflective striping shall be shipped to EJ Metals LLC at no cost to EJ Metals LLC.

REFLECTIVE STRIPE - (CHASSIS DOORS)

A white reflective stripe shall be applied to the lower interior surface of each chassis door to provide visibility when the door is in the open position.

APPARATUS LETTERING / GRAPHICS - (CUSTOMER PROVIDED)

The lettering and graphics for the apparatus will be customer provided. The lettering and graphics will be shipped to EJ Metals LLC at no cost to EJ Metals LLC.

LOOSE EQUIPMENT

The following loose equipment shall be included with the apparatus:

One (1) bag of chrome, stainless steel, or cadmium plated screws, nuts, bolts, and washers, as used in the construction of the unit.

One (1), 3.50 oz. tube of ECK (Electrolysis Corrosion Kontrol), grease.

One (1) DOT approved first aid kit

One (1) road safety kit consisting of three (3) DOT approved reflective triangles

One (1) 2.5 lb. ABC DOT approved fire extinguisher

MANUALS

A complete set of manufacturer's operation and maintenance manuals shall be included covering the completed apparatus shall be provided, including but not limited to the chassis, wiring diagrams, or any other documents and/or technical data referencing the apparatus. Any manufacturer's warranties and/or guarantees shall also be included.

TRAINING

Training of the vehicle will be performed at the factory at the time of final acceptance and pick-up.

WARRANTY

EJ Metals, Inc. shall warranty the complete apparatus against defects in material and workmanship for a period of **One (1), year** after the delivery date.

For the purposes of this warranty, the delivery date is defined as the date when the apparatus leaves the EJ Metals, Inc. facility; 1201 Maple Creek Lane, New London, Wisconsin 54961.

10-YEAR STRUCTURAL WARRANTY

The gull-wing compartments and supporting structure shall be warranted against defects in material and workmanship for a period of **Ten (10), years** from the date of delivery.

TERMS

Upon order confirmation a construction deposit of 10% of the purchase price is required with the remaining 90% due at the time of vehicle pick-up.

The down payment for the apparatus shall be made at the time of the contract signing. The balance of the contract plus any alterations shall be payable upon the pick-up of the finished unit.

Upon final payment, EJ Metals, LLC., shall furnish the purchaser a "Statement of Origin" or the necessary validated documents required for title application.



1201 Maple Creek Lane
New London, WI. 54961

Phone: 920-779-9913
Fax: 920-779-9914

Specifications Authorization

Dealer: Ten-8 Fire Equipment

Customer: Alpharetta FD, GA

Prior to construction of the apparatus, this (Specifications Authorization) form shall be signed by authorized personnel, and returned to the factory (E.J. Metals, LLC.).

Construction of the apparatus shall **NOT** commence until the approved and signed Specifications Authorization form is returned to the factory, (E.J. Metals, LLC.).

The apparatus will be constructed to the specifications outlined in the preceding pages that were approved and signed. E.J. Metals, LLC. reserves the right to substitute components/parts as needed, due to availability, excessive lead time, quality issues, or incompatibility.

Any changes to the specifications **AFTER** they have been approved and signed, shall be subject to additional Material, Labor and/or Administrative charges.

The signed Specifications Authorization form shall become an integral part of the final contract, and shall be kept on file at the factory, (E.J. Metals, LLC.) for future reference.

TERMS: The final payment transaction for the apparatus / equipment must be made prior to the unit leaving EJ Metals, LLC.

Authorizing Signature(s):

Dealer Representative: _____(print)

Dealer Representative: _____(signature) Date: _____

Optional Signature(s):

Department Representative: _____(print)

Department Representative: _____(signature) Date: _____

E.J. Metals, Inc. Representative: _____ Date RCVD: _____



Equipment Proposal

Pierce Proposal # EJ-Metals

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: July 22, 2021 ("Proposal Date")

Customer: Alpharetta Fire dept ("Customer")

Customer Address: Alpharetta GA

Qty	Product Description & Options	Price
1	2022 quick response unit on Ford F350 chassis (includes polaris with skid)	\$205,660
1	Additional discount offered by Ten-8	(\$6,160)
Purchase Price:		\$199,500

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately **13** (months) after Company receives Customer's acceptance of this Proposal as defined below.

Other: Includes final inspection trip. 100% prepayment is required for EJ-Metals vehicles.

All pricing based on the GPO contract# PS21125. Attached spreadsheet shows equipment price breakdown

Unless accepted within **30** days from date of proposal, the right is reserved to withdraw this proposal.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: Alpharetta FD

Ten-8 Fire & Safety, LLC

By: _____

By: _____

Title: _____

Title: **Authorized Sales Representative**

Print: _____

Print: _____

Date: _____

Date: _____

EXHIBIT A

PROPOSAL OPTION LIST

EXHIBIT B

WARRANTY

EXHIBIT C

PURCHASING TERMS AND CONDITIONS

PURCHASING TERMS AND CONDITIONS

(Florida)

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the "Agreement") are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company ("Company") and Customer (as defined in Ten-8 Fire & Safety LLC's Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a "party" or collectively as the "parties."

1. Definitions.

- a. **"Acceptance"** has the same meaning set forth in Company's Equipment Proposal.
- b. **"Company's Equipment Proposal"** means the Equipment Proposal provided by Company and prepared in response to Customer's request for proposal for a fire apparatus, associated equipment or an ambulance.
- c. **"Cooperative Purchasing Contract"** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government ("Public Authority"), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer's equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a "piggyback arrangement," which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. **"Delivery"** means when Company delivers physical possession of the Product to Customer.
- e. **"Manufacturer"** means the Manufacturer of any Product.
- f. **"Prepayment Discount"** means the prepayment discounts, if any, specified in Company's Equipment Proposal.
- g. **"Product"** means the fire apparatus and any associated equipment, or ambulance manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. **"Purchasing Terms and Conditions"** means these Purchasing Terms and Conditions; however, if the Company's Equipment Proposal or the Customer's related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, "Purchasing Terms and Conditions" shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- i. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company's Equipment Proposal and its Exhibit A (Proposal Option List or for ambulance sales, the Quotation, or Order Form, as applicable), prepared in response to Customer's request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to Customer.

3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company's Equipment Proposal ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.

4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s) as set forth in Company's Equipment Proposal ("Purchase Price"). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment.

5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

6. Cancellation/Termination.

- a. Fire Equipment and Apparatus Sales. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following

charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.

- b. Ambulance Sales. This Section 6 for Cancellation/Termination does not apply to Ambulance Sales. An order for an ambulance cannot be cancelled or terminated once Company receives and processes Customer's Acceptance of Company's Equipment Proposal.
7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.
8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.
 - a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.
9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.
10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control which make Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, including transportation or delivery losses outside of Company's control, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.
11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation

includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.

12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.
13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.
15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (h) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.

Pricing schedule for EJ-Metals / Alpharetta quick response unit			
Model number	Brief description	2021 list price	Customer price
EWF350	F350, 2 door, 4X4 base	\$ 151,450.00	\$ 140,848.50
EJMVO002	Ford chassis upgrade to 4-door crew cab, All Ford F-series models	\$ 7,659.50	\$ 7,158.41
EJMPO121	8 GPM @ 2,800 PSI Gas Engine Driven System upgrade	\$ 11,120.51	\$10,393.00
ES670G	EJ Metals Ultra High Pressure Fire Suppression System. 6 GPM @ 2,400 PSI. 70 gallon poly tank, 5 gallons foam. 13 HP Honda gas engine. Electric rewind hose reel with 150' high pressure hose and EJM triple operation nozzle. Dry weight 410# Drop-in skid unit. with Polaris option	\$ 40,975.20	\$37,940.00
Special storage in back seat of F350		\$ 1,500.00	\$ 1,200.00
EJMVO017	Running Boards, tread plate, per pair, installed	\$ 2,872.24	\$ 2,684.33
EJMVO018	Bumper extension, grill guard, Buck-Stop, installed	\$ 4,630.36	\$ 4,327.44
EJMVO023	Winch, power, required at each portable winch receiver location, installed	\$ 322.69	\$ 301.58
EJMVO027	Battery conditioner, Kussmaul Auto Charge 1000 with auto-eject, installed	\$ 1,930.29	\$ 1,804.00
EJMVO028	Power point, 12-volt, installed	\$ 153.88	\$ 143.81
EJMVO024	Trailer hitch. Class V, includes wire harness, installed	\$ 1,398.88	\$ 1,307.36
EJMVO113	Lettering, 3.00", reflective with shade and outline, up to 60 letters, installed	\$ 392.34	\$ 366.67
EJMPO163	Decon Circuit with Decon Agent, Colored Labels	\$ 1,112.80	\$ 1,040.00
EJMVO092	Inverter, 1600 watt Vanner inverter, 120-volt output, installed	\$ 4,226.43	\$ 3,949.93
Lighting upgrade		\$ 4,042.99	\$ 3,778.50
Inspection, delivery,		\$ 5,937.00	\$ 5,343.30
Contract access fees		\$ -	\$ -
Gas engine reduction		\$ (8,000.00)	\$ (7,440.00)
Gull wing body reduction		\$ (9,800.00)	\$ (9,114.00)
Tank size reduction		\$ (400.00)	\$ (372.00)

Total	\$ 221,525.11	\$ 205,660.83
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Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) is by and between the "Lead Contracting Agency" and participating government entities ("Participating Agencies"), that are members of National Purchasing Partners ("NPPGov"), including members of Public Safety GPO, First Responder GPO, Law Enforcement GPO, Education GPO and EMS GPO that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as "parties" to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPPGov provides group purchasing, marketing and administrative support for governmental entities. NPPGov's marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPPGov has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency;

WHEREAS, the Master Price Agreements provide that all qualified government members of NPPGov may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or satisfy Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

- a. A "procuring party" is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Price Agreements awarded by the Lead Contracting Agency.
- b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation requirements under state law or local policies.

ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the "Lead Contracting Agency Endorsement and Authorization" or "Participating Agency Endorsement and Authorization," as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to "Lead Contracting Agency"

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF "THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION" OR "PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION," AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

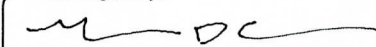
**LEAGUE OF OREGON CITIES
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of the League of Oregon Cities ("Lead Contracting Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the League of Oregon Cities to Participating Agencies locally, regionally, and nationally through NPPGov. Copies of Master Price Agreements and any amendments thereto made available by the League of Oregon Cities will be provided to Participating Agencies and NPPGov to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the League of Oregon Cities and is duly authorized to sign this League of Oregon Cities Endorsement and Authorization.

DocuSigned by:



38C546F8869143E...

Date: 3/26/2020

BY:

ITS:

League of Oregon Cities Contact Information:

Contact Person: Mike Culley

Address: 1201 Court St NE #200, Salem, OR 97301

Telephone No.: 503-588-6550

Email: mculley@orcities.org

**PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of _____ ("Participating Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPPGov.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPPGov shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of _____ and is duly authorized to sign this Participating Agency Endorsement and Authorization.

BY: _____
ITS: _____

Date: _____

Participating Agency Contact Information:

Contact Person: _____
Address: _____

Telephone No.: _____
Email: _____

Contract Number PS21125

LEAGUE OF OREGON CITIES

MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and EJ Metals ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain LANDSCAPE EQUIPMENT AND UTILITY VEHICLES FOR GOVERNMENT, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for LANDSCAPE EQUIPMENT AND UTILITY VEHICLES FOR GOVERNMENT the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 2070 for LANDSCAPE EQUIPMENT AND UTILITY VEHICLES FOR GOVERNMENT; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 2070 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 "Products and Services" shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 "Purchase Order" shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 "Unemployment Insurance" shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 "National Purchasing Partners" or "(NPP)" is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as "NPPGov", provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov's membership includes participating public entities across North America.

1.9 "Lead Contracting Agency" shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 "Participating Agencies" shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, "Participating Agency" shall be considered "Purchaser" under the terms of this Agreement.

1.11 "Party" and "Parties" shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard

printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the Parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) The RFP;
- (iii) Vendor's Proposal;

Vendor has provided a list of Exceptions to the RFP Solicitation identified in Vendor's Proposal. Vendor's Exception to having a toll-free telephone number is **approved** and by this reference incorporated herein.

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade

secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Jamie Johnson-Davis
Email: rfp@ORCities.org

If to Vendor:

EJ Metals
1201 Maple Creek Lane
New London, WI 54961
ATTN: Tom Sonntag
Email: tom@ejmetals.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused

used by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

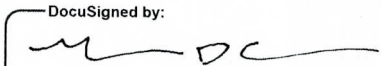
This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

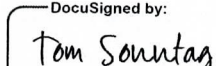
DocuSigned by:
Signature: 
38C546F8869143E...

Printed Name: Mike Cully

Title: Executive Director
LEAGUE OF OREGON CITIES

Dated: April 15, 2021 | 2:51 PM PDT

VENDOR:

DocuSigned by:
Signature: 
AC620DEF885C49E...

Printed Name: Tom Sonntag

Title: President
EJ Metals

Dated: April 15, 2021 | 11:40 AM PDT

ATTACHMENT Ato Master Price Agreement by and between **VENDOR** and **PURCHASER**.**PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

E.J. Metals Model Number	Product Description	Discount % From List Price	FOB Terms	Warranty
MODEL - Wild Land, Quick Attack, Initial Attack				
EWF350	E.J. Metals Ford F-350 XL 2-door 4x4 chassis with flat bed aluminum body with compartments and Ultra High Pressure Fire Suppression System, 20 GPM @ 1,500 PSI, discharge reel with hose and nozzle, 150 gallon poly water tank. NFPA 1906 compliant.	7%	Origin	Bumper-to-Bumper 12 months or 12,000 miles; whichever occurs first
EWF550	E.J. Metals Ford F-450 XL 2-door 4x4 chassis with flat bed aluminum body with compartments and Ultra High Pressure Fire Suppression System, 20 GPM @ 1,500 PSI, discharge reel with hose and nozzle, 300 gallon poly water tank. NFPA 1906 compliant.	7%	Origin	Bumper-to-Bumper 12 months or 12,000 miles; whichever occurs first
EWFH550	E.J. Metals Ford F-450 XL 2-door 4x4 chassis with flat bed hybrid aluminum body with compartments and Ultra High Pressure Fire System, 20 GPM @ 1,500 PSI, discharge reel with hose and nozzle, 300 gallon poly water tank. NFPA 1906 compliant.	7%	Origin	Bumper-to-Bumper 12 months or 12,000 miles; whichever occurs first
EWFHT550	E.J. Metals Ford F-450 XL 2-door 4x4 chassis with flat bed aluminum body with compartments and dual pumps, 120 GPM @ 140 PSI high volume pump and 8 GPM @ 2,800 PSI high pressure pump, high pressure discharge reel with hose and nozzle, 300 gallon poly water tank. NFPA 1906 compliant.	7%	Origin	Bumper-to-Bumper 12 months or 12,000 miles; whichever occurs first
EQF550	E.J. Metals Ford F-550 XL 2-door 4x4 chassis with QuickForce aluminum body with compartments and dual pumps, 120 GPM @ 140 PSI high volume pump and 8 GPM @ 2,800 PSI high pressure pump, high pressure discharge reel with hose and nozzle, 300 gallon poly water tank. NFPA 1901 compliant.	7%	Origin	Bumper-to-Bumper 12 months or 12,000 miles; whichever occurs first
EQA550	E.J. Metals Ford F-550 XL 2-door 4x4 chassis with QuickAttack aluminum body with compartments, diesel engine driven 150 GPM @ 170 PSI water pump with CAFS, 300 gallon poly water tank with 30 gallon integral foam cell. NFPA 1901 compliant.	7%	Origin	Bumper-to-Bumper 12 months or 12,000 miles; whichever occurs first
E662	E.J. Metals Ford F-550 XL 2-door 4x4 chassis with 6 compartment light engine aluminum body with lap doors, 100 GPM @ 200 PSI water pump, integrated foam system, hose reel with hose, 300 gallon poly water tank with 10 gallon integral foam cell. NFPA 1906 compliant.	7%	Origin	Bumper-to-Bumper 12 months or 12,000 miles; whichever occurs first
E643P	E.J. Metals Ford F-550 XL 2-door 4x4 chassis with Type 6 flat bed aluminum body with compartments, 160 GPM @ 245 PSI water pump with integrated foam system, hose reel with hose, 300 gallon poly water tank with 12 gallon integral foam cell. NFPA 1906 compliant.	7%	Origin	Bumper-to-Bumper 12 months or 12,000 miles; whichever occurs first
ENBT	E.J. Metals Ford F-550 XL 2-door 4x4 chassis, brush truck aluminum body w/ compartments and dual pumps, 120 GPM @ 140 PSI high volume pump and 10 GPM @ 1,500 PSI high pressure pump, high pressure discharge reel with hose and nozzle, 300 gallon poly water tank with 30 gallon integral foam cell. NFPA 1906 compliant.	7%	Origin	Bumper-to-Bumper 12 months or 12,000 miles; whichever occurs first
MODEL - Mini Pumper				
EMP84500	E.J. Metals Ford F-550 XL 2-door 4x4 chassis with Mini- Pumper aluminum body with compartments and 500 GPM pump, integrated foam system, 300 gallon poly water tank with 30 gallon integral foam cell. NFPA 1901 compliant.	7%	Origin	Bumper-to-Bumper 12 months or 12,000 miles; whichever occurs first

EMP84750	E.J. Metals Ford F-550 XL 2-door 4x4 chassis with Mini- Pumper aluminum body with compartments and 750 GPM pump, integrated foam system, 300 gallon poly water tank with 30 gallon integral foam cell. NFPA 1901 compliant.	7%	Origin	Bumper-to-Bumper 12 months or 12,000 miles; whichever occurs first
EMP841000	E.J. Metals Ford F-550 XL 2-door 4x4 chassis with Mini- Pumper aluminum body with compartments and 1,000 GPM pump, integrated foam system, 300 gallon poly water tank with 30 gallon integral foam cell. NFPA 1901 compliant.	7%	Origin	Bumper-to-Bumper 12 months or 12,000 miles; whichever occurs first
MODEL - RIV, Rapid Intervention Vehicle				
ERIV	E.J. Metals Ford F-550 XL 2-door 4x4 chassis with RIV aluminum body with compartments, twin-agent unit (TAU), 250 GPM @ 150 PSI water pump, 450# dry chemical discharge system, hose reels for both systems, 300 gallon poly water tank with 30 gallon integral foam cell. NFPA 414 compliant.	7%	Origin	Bumper-to-Bumper 12 months or 12,000 miles; whichever occurs first
EM440	E.J. Metals Ford F-550 XL 2-door 4x4 chassis with RIV aluminum body with compartments, 450# dry chemical discharge system, 150 gallon AFFF self contained foam agent system, twin discharge hose reel. NFPA 414 compliant.	7%	Origin	Bumper-to-Bumper 12 months or 12,000 miles; whichever occurs first
MODEL - Light, Medium Rescue				
ERSQ60	E.J. Metals Ford F-550 XL 2-door 4x4 chassis with 10' seven compartment walk-a-round aluminum rescue body. NFPA 1901 compliant.	7%	Origin	Bumper-to-Bumper 12 months or 12,000 miles; whichever occurs first
ERUTL60	E.J. Metals Ford F-550 XL 2-door 4x4 chassis with 10' six compartment walk-a-round aluminum utility rescue body. NFPA 1901 compliant.	7%	Origin	Bumper-to-Bumper 12 months or 12,000 miles; whichever occurs first
MODEL OPTIONS - Per Each, Option Compatibility Shown				
EJMVO001	Ford chassis upgrade to super cab (extended cab), All Ford F-series models	7%	All Ford models, F-350-F550	
EJMVO002	Ford chassis upgrade to 4-door crew cab, All Ford F- series models	7%	All Ford models, F-350-F550	
EJMVO003	Spare, wheel and tire, mounted	7%	All models	
EJMVO004	Wheel covers, stainless steel, 4-wheels, installed	7%	All models	
EJMVO005	Wheels / Tires, Super single wheels and tires IPO the dual rear wheels, four (4) complete, 265 size, installed	7%	All models with dual rear wheels	
EJMVO006	Wheels / Tires, Super single wheels and tires IPO the dual rear wheels, four (4) complete, 285 size, installed	7%	All models with dual rear wheels	
EJMVO008	Seats, crew cab, Firefighter SCBA seat IPO standard seat, 4-door Fords, price per seat, up to three per truck	7%	All models with crew cab option	
EJMVO009	Bracket, SCBA seat, lock and load SCBA bracket in seat, installed	7%	All models	
EJMVO010	Seat insert, covers SCBA bottle in SCBA seats, installed	7%	All models	
EJMVO012	Mud Flaps, per pair, installed	7%	All models	
EJMVO013	MDT mount, officers side cab, installed	7%	All models	
EJMVO014	Map light, cab mounted officer's light	7%	All models	
EJMVO015	Fog lights, halogen, per pair, installed	7%	All models	
EJMVO017	Running Boards, tread plate, per pair, installed	7%	All models	
EJMVO018	Bumper extension, grill guard, Buck-Stop, installed	7%	All models	
EJMVO020	Winch, 12,000# fixed mount, installed	7%	All models	
EJMVO021	Winch, 9,000# portable, mounted	7%	All models	
EJMVO022	Winch, receiver, mounted in body, per each, installed	7%	All models	
EJMVO023	Winch, power, required at each portable winch receiver location, installed	7%	All models	
EJMVO024	Trailer hitch. Class V, includes wire harness, installed	7%	All models	
EJMVO025	Trailer brake controller, installed	7%	All models	
EJMVO026	Antenna mount, base & cable only, radio, roof mount, installed	7%	All models	
EJMVO027	Battery conditioner, Kussmaul Auto Charge 1000 with auto eject, installed	7%	All models	

EJMVO028	Power point, 12-volt, installed	7%	All models
EJMVO029	Power leads, 12-volt, + & - for radio connection, installed	7%	All models
EJMVO030	Handlight, Streamlight model X481, installed	7%	All models
EJMVO031	Body length, flatbeds, extend chassis wheelbase from 60" to 84", additional compartment included	7%	All flatbed bodies
EJMVO032	Body length, mini pumper, extend chassis wheelbase from 60" to 84", additional compartment included	7%	All mini pumper bodies
EJMVO033	Body length, rescue bodies, extend chassis wheelbase from 60" to 84", additional compartment included	7%	All rescue bodies
EJMVO036	Camera, back up system, Safety Vision, installed	7%	All models
EJMVO037	Shelf, 500#, adjustable, compartment, installed	7%	All models
EJMVO038	Shelf, 500#, adjustable, transverse compartment, installed	7%	All models
EJMVO039	Tray, 500#, adjustable, slide-out, compartment, installed	7%	All models
EJMVO040	Tray, 1000#, slide-out, adjustable, full width transverse, compartment, installed	7%	All models
EJMVO041	Tray, 2000#, slide-out, full bed aluminum tray, bed liner finish, installed	7%	All models with open rear bed area
EJMVO042	Tray, 500#, slide-out tilt-down, compartment, installed	7%	All models
EJMVO043	Tool board, peg board style, slide-out, compartment, installed	7%	All models
EJMVO044	Tool board, peg board style, fixed wall mount, compartment, per each wall, installed	7%	All models
EJMVO045	Turtle tile matting for compartment floor per compartment, installed	7%	All models
EJMVO046	Turtle tile matting for shelf or tray per shelf, installed	7%	All models
EJMVO047	Heater, compartment heater from chassis coolant, installed	7%	All models
EJMVO048	Vents, compartment vents additional, per compartment, installed	7%	All models
EJMVO049	Handrail, extra per each, installed	7%	All models
EJMVO050	Guards, body bottom corners, diamond plate, per pair, installed	7%	All models
EJMVO051	Guard, front of body, full coverage, diamond plate, installed	7%	All models
EJMVO052	Skirt, body skirt on rear side of flatbed bodies, pair, painted, installed	7%	All flatbed bodies
EJMVO053	Skirt, body skirt on rear side of flatbed bodies, pair, diamond plate, installed	7%	All flatbed bodies
EJMVO054	Compartment, SCBA spare bottle storage in wheel well area, single bottle, installed	7%	All models, as fits in designated area
EJMVO055	Bracket, SCBA mount, Zico, KD-ULLH. per each, installed	7%	All models
EJMVO056	Doors, lap doors IPO roll doors, price per vehicle	7%	All models
EJMVO057	Lock, roll-up door, per door, installed	7%	All models
EJMVO058	Lock, lap door, per door, installed	7%	All models
EJMVO059	"E" Track, cargo retention, wall or floor mount, 5' section, installed	7%	All models
EJMVO060	Tire Mount, spare tire, fixed, installed	7%	All models
EJMVO062	Air Compressor, 12-volt, 3 gallon, installed	7%	All models
EJMVO065	Step, folding, with light, installed	7%	All models
EJMVO066	Step, swing down, installed	7%	All models
EJMVO068	Ladder, roof access, swing down, Zico Quik-Ladder, installed	7%	All models
EJMVO070	Light, scene, Whelen, 12-volt Pioneer Plus, PCP2 LED, per each, installed	7%	All models
EJMVO071	Light, scene, FRC, 12-volt, SpectraLED, per each, installed	7%	All models
EJMVO072	Light, scene, telescoping, 12-volt, 300 watt, FRC, installed	7%	All models

EJMVO073	Light, scene, telescoping, 12-volt, Pioneer Plus, PCP2 LED, installed	7%	All models	
EJMVO074	Light, traffic advisor, Whelen TAL65, installed	7%	All models	
EJMVO075	Light, warning light, pair, IAT standard, Whelen 600, installed	7%	All models	
EJMVO076	Light, warning light, pair, IAT standard, Whelen 900, installed	7%	All models	
EJMVO077	Flasher, headlight flasher, installed	7%	All models	
EJMVO078	Light, scene, telescoping, 12-volt, FRC SpectraLED, installed	7%	All models	
EJMVO079	Light, engine compartment, installed	7%	All models	
EJMVO080	Reel, booster hose reel with 1.00" booster hose, installed	7%	All models with high volume pumps	
EJMVO081	Reel, additional, ultra high pressure hose reel with 150' hose and EJM nozzle, 8 GPM pumps or less, installed	7%	All models with ultra high pressure pumps 8 GPM or <	
EJMVO082	Reel, additional, ultra high pressure hose reel with 150' hose and EJM nozzle, 10 GPM pumps or greater	7%	All models with ultra high pressure pumps 10 GPM or >	
EJMVO083	Turret, Buck Stop bumper mount, TFT Tornado with remote, high volume pumps, installed	7%	All models with high volume pumps	
EJMVO084	Turret, Buck stop bumper mount, TFT Tornado with remote,in Cab ultra high pressure EJM NOZZLE, installed	7%	All models with ultra high pressure pumps	
EJMVO086	Generator, Honda 5000 watt, gas, portable, mounted	7%	All models	
EJMVO087	Generator, Honda 6500 watt, gas, portable, mounted	7%	All models	
EJMVO088	Tray, generator, 500#, floor mount, slide-out, installed	7%	Use with Honda generators	
EJMVO091	Generator, Harrison hydraulic, 6kW, installed	7%	All models with PTO availability	
EJMVO092	Inverter, 1600 watt Vanner inverter, 120-volt output, installed	7%	All models	
EJMVO093	Generator, Harrison hydraulic, 8kW, installed	7%	All models with PTO availability	
EJMVO102	Light, 120-volt, 500 watt, telescoping push-up pole, installed	7%	All models with generators	
EJMVO103	Light, 120-volt, 500 watt, telescoping tri-pod, vehicle mount, installed	7%	All models with generators	
EJMVO104	Reel, electric cord, with 200' 10/3 SO cord and plug end, installed	7%	All models with generators	
EJMVO108	Paint, 2-tone paint IPO single color, installed	7%	All models	
EJMVO109	Paint, compartment interior spatter gray, installed	7%	All models	
EJMVO110	Paint, chassis wheels job color, four wheels, installed	7%	All models	
EJMVO111	Undercoating, cab and body, Ziebart or equal, installed	7%	All models	
EJMVO112	Transit Coating, protective shipping coating, installed	7%	All models	
EJMVO113	Lettering, 3.00", reflective with shade and outline, up to 60 letters, installed	7%	All models	
EJMVO114	Lettering, 3.00", Gold Leaf with shade and outline, up to 60 letters, installed	7%	All models	
EJMVO115	Stripe, jog in Scotchlite strip, installed	7%	All models	
EJMVO116	Graphics logo, department logo, pair, installed on cab	7%	All models	
EJMVO117	Wheel Chocks, folding with brackets, installed	7%	All models	
EJMVO118	Fire extinguisher, 20# ABC, with bracket, installed	7%	All models	
Model-Fire Suppression Skid Systems				
EV8125G	8 GPM @ 2800 PSI UHP, Gasoline Engine, 150' of .375" Hose, 125-Gallons Water, 5-Gallon Foam Jug, Diamond Plate Compartments, Long Handled Tool Storage, Rear Cargo Area Gull Wing	7%	Origin	12 months

ES8150GWG	8 GPM @ 2,800 PSI UHP, Gasoline Engine, 150ft. Of .375" HP Hose, Electric Rewind Hose Reel, TriPlex Locking Detent Nozzle, 150G Water Tank, 1.5" Water Tank Fill/Drain Valve, 5G Foam Jug, 3G Fuel Tank, Operation Panel with LED Light Strip, Winterization Inlet Port, LED Water Tank Level Gauge, Foam Metering Valve (0.5-6%) Two Aluminum Gull-Wing Upper Compartments, Under Pump/Tank Storage Compartments with Slide-Out Poly Trays, Whelen 56" Justice Lightbar Mounted	7%	Origin	12 months
ES10150GWG	10 GPM @ 1,800 PSI UHP, Gasoline Engine, 150ft. Of 1/2" HP Hose, Electric Rewind Hose Reel, TriPlex Locking Detent Nozzle, 150G Water Tank, 1.5" Water Tank Fill/Drain Valve, 5G Foam Jug, 3G Fuel Tank, Operation Panel with LED Light Strip, Winterization Inlet Port, LED Water Tank Level Gauge, Foam Metering Valve (0.5-6%) Two Aluminum Gull-Wing Upper Compartments, Under Pump/Tank Storage Compartments with Slide-Out Poly Trays, Whelen 56" Justice Lightbar Mounted	7%	Origin	12 months
ES670G	EJ Metals Ultra High Pressure Fire Suppression System. 6 GPM @ 2,400 PSI. 70 gallon poly tank, 5 gallons foam. 13 HP Honda gas engine. Electric rewind hose reel with 150' high pressure hose and EJM triple operation nozzle. Dry weight 410# Drop-in skid unit.	7%	Origin	12 months
ES850G	8 GPM @ 2,800 PSI UHP, Gasoline Engine, 150' of .375" Hose, 100-Gallons Water, 5-Gallons Foam, 3- Gallon Fuel Tank	7%	Origin	12 months
ES8200G	8 GPM @ 2,800 PSI UHP, Gasoline Engine, 1-Hose Reel, 150' of .375" Hose, 200-Gallons Water, 5-Gallon Foam Jug, 3-Gallon Fuel Tank	7%	Origin	12 months
ES1000G	10 GPM @ 1,800 PSI, Gasoline Engine, 5-Gallons Foam, 150' of .50" Hose, 3-Gallon Fuel Tank, Customer Provided Water Tank	7%	Origin	12 months
ES2000H	20 GPM @ 1,500 PSI UHP, Hydraulically Driven, 2-Hose Reels, 150' of .50" hose each, 74" long x 28" wide x 31.50" tall, 705 lbs. Dry, Customer Provided Water and Foam Tanks	7%	Origin	12 months
ES10120300G	Dual Pump System, 10 GPM @ 1,800 PSI / 120 GPM @ 145 PSI UHP, Gasoline Engine, UHP/HV Foam Systems, 3-Gallon Fuel Tank, 1.5" HV Discharge, 1.5" Pre- Connect, 2.5" Auxiliary Suction, 300-Gallons Water / 30-Gallons Foam	7%	Origin	12 months
ES10120300D	EJ Metals Dual Pump Fire Suppression System. 10 GPM @ 1,800 PSI ultra high pressure and 120 GPM @ 140 PSI high volume pump. 300 gallon poly tank, 30 gallons foam. 28 HP diesel engine. Electric rewind hose reel with 150' high pressure hose and EJM triple operation nozzle. Dry weight 1,220#.	7%	Origin	12 months
ES20300G	Gas Engine Driven System, 20 GPM @ 1,500 PSI UHP, 150ft .50" UHP hose, Electric Rewind Reel, Winterization Port, 1.50" Tank/Fill Drain, 300-Gallons Water / 20- Gallons Foam Tank	7%	Origin	12 months
ES20300D	Diesel Engine Driven System, 20 GPM @ 1,500 PSI UHP, 150ft .50" UHP hose, Electric Rewind Reel, Winterization Port, 1.50" Tank/Fill Drain, 300-Gallons Water / 20-Gallons Foam Tank	7%	Origin	12 months
ESC10G	Gas Engine Driven System, 10 GPM @ 1,800 PSI UHP, 150ft .50" UHP hose, Electric Rewind Reel, Winterization Port, Customer Provided Water and Foam Tanks Compact unit	7%	Origin	12 months
UHP PUMP SYSTEM OPTIONS				
EJMPO119	6 GPM @ 2400PSI Gas Engine Driven System	7%	Origin	12 months
EJMPO121	8 GPM @ 2,800 PSI Gas Engine Driven System	7%	Origin	12 months
EJMPO123	10 GPM @ 1,800 PSI Gas Engine Driven System	7%	Origin	12 months
EJMPO127	20 GPM @ 1,500 PSI Gas Engine Driven System	7%	Origin	12 months
EJMPO128	20 GPM @ 1,500 PSI Diesel Engine Driven System	7%	Origin	12 months
EJMPO129	70 Gallon NFPA Compliant	7%	Origin	12 months
EJMPO130	70 Gallon Roto-Molded	7%	Origin	12 months
EJMPO131	100 Gallon NFPA Compliant	7%	Origin	12 months

EJMPO132	100 Gallon Roto-Molded	7%	Origin	12 months
EJMPO133	125 Gallon NFPA Compliant	7%	Origin	12 months
EJMPO134	125 Gallon Roto-Molded	7%	Origin	12 months
EJMPO135	150 Gallon NFPA Compliant	7%	Origin	12 months
EJMPO136	150 Gallon Roto-Molded	7%	Origin	12 months
EJMPO137	200 Gallon NFPA Compliant	7%	Origin	12 months
EJMPO138	250 Gallon NFPA Compliant	7%	Origin	12 months
EJMPO139	300 Gallon NFPA Compliant	7%	Origin	12 months
EJMPO140	5 Gallon Foam Jug	7%	Origin	12 months
EJMPO141	8 Gallon Integral Foam Cell	7%	Origin	12 months
EJMPO142	10 Gallon Integral Foam Cell	7%	Origin	12 months
EJMPO143	15 Gallon Integral Foam Cell	7%	Origin	12 months
EJMPO144	20 Gallon Integral Foam Cell	7%	Origin	12 months
EJMPO145	100ft of .38" hose, manual rewind	7%	Origin	12 months
EJMPO146	150ft of .38" hose, manual rewind	7%	Origin	12 months
EJMPO147	150ft of .38" hose, electric rewind	7%	Origin	12 months
EJMPO148	200ft of .38" hose, electric rewind	7%	Origin	12 months
EJMPO149	150ft of .50" hose, electric rewind	7%	Origin	12 months
EJMPO150	200ft of .50" hose, electric rewind	7%	Origin	12 months
EJMPO151	(2) 150ft of .50" hose, electric rewind	7%	Origin	12 months
EJMPO152	(2) 200ft of .50" hose, electric rewind	7%	Origin	12 months
EJMPO153	Water Level Gauge	7%	Origin	12 months
EJMPO154	Foam Level Gauge	7%	Origin	12 months
EJMPO155	Winterization Port	7%	Origin	12 months
EJMPO156	Water Tank 1.50" Fill/Drain Valve	7%	Origin	12 months
EJMPO157	Foam Refill System, 12V Honda Trash Pump	7%	Origin	12 months
EJMPO158	Pump Panel Light	7%	Origin	12 months
EJMPO161GW	Tecniq PO6 1900 Lumen flood light for WORK/SCENE LIGHT capabilities	7%	Origin	12 months
EJMPO162GW	Whelen Pioneer PCH1 75 watt LED push up light	7%	Origin	12 months
EJMPO163	Decon Circuit with Decon Agent, Colored Labels	7%	Origin	12 months

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

Participating Agencies may purchase from Vendor's authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor's authorized dealers and distributors, as applicable, are identified in a [list, link found at <http://>], as may be updated from time to time. [A current list may be obtained from Vendor.]

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal

(The Vendor's Proposal is not attached hereto.)

(The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal

(The Purchaser's Request for Proposal is not attached hereto.)

(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.