City Council Meeting
SEPTEMBER 20, 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. Constitution Week Proclamation

V. CONSENT AGENDA

A. Council Meeting Minutes (Meeting of 8-23-2021)

B. Financial Management Report: Month Ending July 31, 2021

C. Alcoholic Beverage License Applications

1. PH-21-AB-24 360 F&C, LLC
   d/b/a/ Q'Paso Latin Grub
   5815 Windward Pkwy #202
   Alpharetta, GA 30005

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

   Owners: Kazeka Muniz & Amanda Bolton
   Registered Agend: Kazeka Muniz

VI. PUBLIC HEARING

A. CU-21-09 Alpharetta Liquor & Wine / 11380 State Bridge Road
This item was tabled during the August 23, 2021 City Council Meeting and must be removed from the table prior to presentation or consideration.
Consideration of a conditional use to allow a 'Liquor Store' for Alpharetta Liquor & Wine in a 4,960 square foot suite located in a new strip center. The property is located at 11380 State Bridge Road, Suites 130, 140 & 150 and is legally described as being located in Land Lot 129, 1st District, 1st Section, Fulton County, Georgia.

B. PH-20-07 Horizon 2040 Alpharetta Comprehensive Plan - Transmittal Hearing
Consideration of a request to transmit the Horizon 2040 Comprehensive Plan draft plan to the Atlanta Regional Commission (ARC) and Department of Community Affairs (DCA) for review.

C. MP-21-01/V-21-04 The Bailey/Northwinds
Consideration of a master plan amendment and variance to allow a 156,400 square foot wellness center, 53,000 square foot of office use, a 100-room boutique hotel, and 24,700 square feet of retail/restaurant use on 4.72 acres. A master plan amendment to the Northwinds Master Plan is requested to amend development standards, such as building setbacks, building heights and building coverage. A variance is requested to increase the maximum impervious area in the O-I district. The property is located at 2650 Northwinds Parkway and is legally described as being located in Land Lots 799, 805 and 806, 1st District, 2nd Section, Fulton County, Georgia.

VII. NEW BUSINESS

A. FY 2022 Bridge Maintenance, ITB 21-011

B. Alpha Loop Design Services - Change Order #3

C. FY 22 Facility HVAC Replacement

D. Meadow Brook Hills Drainage Improvement - Design

E. Roof Replacement At Fire Station 81

F. Adoption of the 2021 Emergency Operations Plan (EOP)

G. North Park Turf 2 Replacement

H. Bus Replacement for Adult Activity Center

I. Resolutions Authorizing Condemnation - McGinnis Ferry Road Widening Project

1. A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE CERTAIN PROPERTY LOCATED AT 4915 TIDEWATER WAY, ALPHARETTA, GEORGIA (TAX PARCEL NO.: 21 -5680-1034-044-8) FOR ROAD PROJECT - MCGINNIS FERRY ROAD WIDENING FROM RONALD REAGAN BOULEVARD/UNION HILL ROAD TO HOSPITAL PARKWAY

2. A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE CERTAIN PROPERTY LOCATED AT 4935 TIDEWATER WAY, ALPHARETTA, GEORGIA (TAX PARCEL NO.: 21 -5680-1034-042-2) FOR ROAD PROJECT - MCGINNIS FERRY ROAD WIDENING FROM RONALD REAGAN BOULEVARD/UNION HILL ROAD TO HOSPITAL PARKWAY

3. A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE CERTAIN PROPERTY LOCATED AT 13075 TIDEWATER CROSSING, ALPHARETTA, GEORGIA (TAX PARCEL NO.: 21 -5680-1033-085-2) FOR ROAD PROJECT - MCGINNIS FERRY ROAD WIDENING FROM RONALD REAGAN BOULEVARD/UNION HILL ROAD TO HOSPITAL PARKWAY

4. A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE CERTAIN PROPERTY LOCATED AT 5045 TIDEWATER WAY, ALPHARETTA, GEORGIA (TAX PARCEL NO . : 21 -5680-1054-070-8) FOR ROAD PROJECT - MCGINNIS FERRY ROAD WIDENING FROM RONALD REAGAN BOULEVARD/UNION HILL ROAD TO HOSPITAL PARKWAY

5. A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE CERTAIN PROPERTY LOCATED AT 13049 DARTMORE AVENUE, ALPHARETTA, GEORGIA (TAX PARCEL NO.: 21 -5680-1054-088-0) FOR ROAD PROJECT - MCGINNIS FERRY ROAD WIDENING FROM RONALD REAGAN BOULEVARD/UNION HILL ROAD TO HOSPITAL PARKWAY

6. A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE CERTAIN PROPERTY LOCATED AT 13045 DARTMORE AVENUE, ALPHARETTA, GEORGIA (TAX PARCEL NO.: 21 -5680-1054-089-8) FOR ROAD PROJECT - MCGINNIS FERRY

ROAD WIDENING FROM RONALD REAGAN BOULEVARD/UNION HILL ROAD TO HOSPITAL PARKWAY

7. A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE CERTAIN PROPERTY LOCATED AT 13037 DARTMORE AVENUE, ALPHARETTA, GEORGIA (TAX PARCEL NO.: 21 -5680-1054-090-6) FOR ROAD PROJECT - MCGINNIS FERRY ROAD WIDENING FROM RONALD REAGAN BOULEVARD/UNION HILL ROAD TO HOSPITAL PARKWAY

8. A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE CERTAIN PROPERTY LOCATED AT 0 DARTMORE CIRCLE, ALPHARETTA, GEORGIA (TAX PARCEL NO . : 21 -5680-1054 - 137-5) FOR ROAD PROJECT - MCGINNIS FERRY ROAD WIDENING FROM RONALD REAGAN BOULEVARD/UNION HILL ROAD TO HOSPITAL PARKWAY

9. A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE CERTAIN PROPERTY LOCATED AT 13033 DARTMORE CIRCLE, ALPHARETTA, GEORGIA (TAX PARCEL NO.: 21 -5680-1054-091-4) FOR ROAD PROJECT - MCGINNIS FERRY ROAD WIDENING FROM RONALD REAGAN BOULEVARD/UNION HILL ROAD TO HOSPITAL PARKWAY

VIII. WORKSHOP

A. The Code of the City of Alpharetta Text Amendments - Distance Requirements and Ancillary Tasting

IX. PUBLIC COMMENT

X. REPORTS

XI. ADJOURNMENT TO EXECUTIVE SESSION

City Council Meeting
STAFF REPORT

Submitting Department: City Clerk
Submitted By:
Sponsored By:
Meeting Date: September 20, 2021

I. AGENDA ITEM TITLE: COUNCIL MEETING MINUTES (MEETING OF 8-23-2021)

II. RECOMMENDATION:

III. REPORT IN BRIEF:

IV. ALTERNATIVES:

V. ATTACHMENTS:

Council Meeting Minutes Draft 8-23-2021

City Council Meeting
August 23, 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
  - Tom Harris, Director of Finance
  - Morgan Rodgers, Director of Recreation, Parks & Cultural Services
  - Eric Graves, Senior Transportation Engineer/Planner
  - Michael Woodman, Senior Planner

III. PLEDGE TO THE FLAG

IV. CONSENT AGENDA

A. Council Meeting Minutes (Meeting of 8-16-2021)

- Mayor Pro Tem Mitchell offered a motion to approve the consent agenda
  - The motion received a second from Council Member Hipes
  - The motion was approved (6-0); Mayor Gilvin abstained

V. PUBLIC HEARING

A. V-21-18 Edwards / 91 John Christopher Stream Buffer Variance

This item was tabled during the July 26, 2021 City Council Meeting and must be removed from the table prior to presentation or consideration.

- Council Member Richard offered a motion to remove V-21-18 Edwards / 91 John Christopher Stream Buffer Variance from the table
  - The motion received a second from Council Member Merkel
  - The motion was approved (6-0); Council Member Binder abstained
  - Council Member Binder recused himself from this item.
  - Senior Planner, Michael Woodman, came forward to present this item.
  - Staff is recommending that Council approve V-21-18 Edwards/91 John Christopher Drive Variance, subject to the following conditions:
    1. Stream buffer encroachment, front setback, 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.
  - 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.
  - 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.

- 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. 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":
     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.
- The applicant, Mr. Edwards, 215 Jayne Ellen Way, Alpharetta, GA, 30009, came forward to speak on behalf of the application.
- **Public Comment**:
    - Jonathan Hickel, 101 John Christopher Drive, Alpharetta, GA, 30009, came forward in opposition of this item.

❖ Council Member Richard offered a motion to approve V-21-18 Edwards/91 John Christopher Drive Variance, subject to the following conditions:

1. Stream buffer encroachment, front setback, 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.

3. At the request of the neighboring property owner to the north, 101 John Cristopher Drive, the applicant shall remove trees located on their property that have been deemed dangerous in the arborist report prepares by Atlanta Tree Preservation dated November 11, 2020, subject to final approval by the City Arborist

    - The motion received a second from Council Member Burnett

    - The motion was approved (4-2); Mayor Gilvin and Council Member Merkel voting in opposition

❖ Council Member Binder rejoined the meeting.

B. MP-21-05 / CU-21-10 George Animal Hospital / Windward Pod 4

- Director of Community Development, Kathi Cook, came forward to present this item.

- This item was considered at the 8/5/2021 Planning Commission meeting. Staff recommended approval subject to eight (8) conditions. There were no public comments. After discussion, Planning Commission recommended approval subject to staff's recommended conditions. Vote 6-0

- Staff is recommending that Council approve MP-21-05/CU-21-10 George Animal Hospital/6195 Windward Parkway, subject to the following conditions:

    1. 'Animal Hospital, Small Animals' shall be added as a conditional use to the Windward Master Plan Pod 4.

    2. 'Animal Hospital, Small Animals' shall be added as a conditional use at 6195 Windward Parkway, Suite 109 and limited to no more than 2,600 square feet.

    3. Conditional use approval shall be limited to Erin & Wade George; no additional 'Animal Hospital, Small Animals' businesses or subleasing shall be permitted in the approved space.

    4. Business shall be permitted to operate Monday – Friday 7:00 AM – 6:00 PM and Saturday 7:00 AM – 1:00 PM.

    5. Boarding of animals is limited to short-term care incidental to the hospital use.

    6. Pet relief area shall be improved with artificial turf or sod and shall be screened with a decorative fence or shrubs, as approved by Staff. Wayfinding signage shall be provided in the parking area and at the front of the business directing patrons to the pet relief area.

    7. Interior tenant improvements shall include noise mitigation measures.

    8. Mobile resources supporting the business, such as a mobile MRI or X-ray, shall not be parked between the building and the street.

- The applicant, Erin George, DVM, is requesting a master plan amendment and conditional use to allow an 'Animal Hospital, Small Animals' for Erin and Wade George in a 2,600 square foot suite within an existing shopping center. An amendment to the Windward Master Plan Pod 4 is requested to add the proposed use. The subject property is located at 6195 Windward Parkway, Suite 109 in the Windward Market Forest shopping center.

- The submitted request, if approved, would allow the applicant to operate a 'Animal Hospital, Small Animal' use in a 2,600 square foot suite within an existing shopping center. An amendment to the Windward Master Plan is requested to add the use to Pod 4 and a conditional use is requested to allow the use for Erin and Wade George. The subject property is located at 6195 Windward Parkway, Suite 109 in the Windward Market Forest shopping center.

- The property is zoned CUP (Community Unit Plan) and is subject to the Windward Master Plan Pod 4. The property was developed in 2007 with a 1-story, 18,172 square foot strip center building. Surrounding properties are zoned CUP. E-Trade Financial is located to the north, Starbucks is located to the east, Shell gas station is located to the west, and Windward Plaza Office and Hilton Garden Inn are located to the south.

- Windward Master Plan was approved in 1980 with a substantial update in 1993 (MP-92-03) for a 3,000+ acre planned community, including residential, commercial, office, industrial and recreational uses. Windward Pod 4 has a land use designation of 'Commercial', which allows professional office, banks, restaurant, theater, health club, retail commercial, service commercial, gas station, civic buildings, medical facilities, hotel and conference center, specialty retail shops and boutiques and day care center. 'Commercial' pods in Windward represent less than 2%, or 60 acres, of the total land area within the Master Plan. The Windward Master Plan has been amended on a few occasions, including the non-residential master plan amendments as shown in the table below.

Windward Master Plan – Past Non-Residential Master Plan Amendments

File #	Project Name	Pod	Requested Change	Outcome	Date
MP-18-06	Starbucks	4	Restaurant with drive-through	Approved	8/27/18
MP-13-04 / CU-13-09	HealthSouth	66	60-bed acute inpatient rehabilitation hospital	Approved	8/26/13
MP-12-08 / CU-12-08	Karate Atlanta	56	Karate School	Denied	9/23/12
MP-11-03 / CU-11-01	Amana Academy	14A	School, Academic	Denied	12/19/11
MP-07-08 / CLUP-07-08	Windward Mill	66	80,000 SF retail, 800,000 SF office, 250-room full-service hotel (10,000 SF meeting space), 400 For-Sale Condominiums	Approved	4/28/08
MP-07-07 / CLUP-07-07	1st Baptist Church	66	Church and associated uses	Approved	10/22/07
MP-06-14 / CU-06-04	Habakkuk Center	56	Church use	Approved	1/22/06
MP-04-02 / CU-04-02	Comprehensive Martial Arts	56	Personal Training Studio with Office	Approved	6/21/04
MP-01-08	Source Fitness	14A	Health Club	Approved	9/24/01

- UDC Section 1.4.2 defines 'Animal Hospital, Small Animals' as, "A place where dogs, cats, birds or other animals normally kept as household pets are given medical or surgical treatment and the boarding of animals is limited to short-term care incidental to the hospital use." The use is permitted by-right in the LI (Light Industrial) district and as a conditional use in the AG (Agriculture), CUP (Community Unit Plan), C-1 (Neighborhood Commercial), C-2 (General Commercial), O-I (Office-Institutional) and PSC (Planned Shopping Center) districts.

- Dr. Erin George proposes a new full-service veterinary clinic providing preventative care, medicine, surgery, dentistry and chemotherapy to cats and dogs. The business will not provide boarding or grooming services. Hours of operation will be Monday – Friday from 7:00 AM to 6:00 PM and Saturday from 7:00 AM to 1:00 PM. The applicant anticipates 6-8 employees.

- Windward Market Forest shopping center is occupied by several tenants, including Secreto Southern Kitchen, Tarahumata Mexican Grill, Majestic Nails, Subway and Synergy Fitness. The applicant proposes to occupy Suite 109, which is located at the end of the building and was formerly occupied by an urgent care clinic. The end of the building has a drive-through lane, which were used by the former urgent care clinic. The applicant proposes to re-purpose the drive-through lane as a pet relief area. Improvements would include adding turf an accent fence of shrubs, as well as a pet bag station and trash can. Animal clinic staff will maintain the area on a daily basis. In addition, noise mitigation measures are proposed in the applicant's suite and client areas will be concentrated on the right-side of the suite, which is furthest from adjacent tenants in the shopping center. Access to the building will be through the front door.

- Staff prepared the table below to compare the applicant's proposal to existing animal hospitals in the City. There are seven (7) animal hospitals/clinics currently operating in the City. The applicant's business would be approximately 1.3 miles away from the nearest animal hospital, which is the Webb Bridge Animal Hospital.

Animal Hospital Located in the City

Project Name	Address	Zoning
Alpharetta Animal Hospital	80 Milton Ave	C-2
North Main Animal Hospital	562 North Main St	C-2
Paw Patch Animal Clinic	1150 Upper Hembree Rd	C-1
Webb Bridge Animal Hospital	3953 Webb Bridge Rd	AG
Country Place Animal Hospital	2165 Old Milton Pkwy	C-2
EasyVet Clinic	12850 Alpharetta Hwy, Ste 2200	C-2
Veterinary Emergency Group	2725 Old Milton Pkwy, Ste A	O-I

- TRAFFIC: Staff estimates that the 2,600 square foot animal hospital would generate twelve (12) PM Peak Hour trips.

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

  1. Whether the zoning proposal will permit a use that is suitable in view of the zoning use and development of adjacent and nearby property. Response: The zoning proposal would be suitable as it relates to the use and development of adjacent or nearby properties. Properties in the immediate vicinity are primarily developed with commercial and office uses.

  2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property. Response: The zoning proposal should not adversely affect the existing use or usability of adjacent or nearby properties, which are primarily developed with commercial, and office uses.

  3. Whether the zoning proposal will adversely affect the natural environment. Response: The applicant's proposal should not have significant impacts on the natural environment. The applicant proposes to occupy a suite within an existing shopping center.

  4. Whether there are substantial reasons why the property cannot or should not be used as currently zoned. Response: The subject property is approved for commercial use.

  5. Whether the zoning proposal will result in a use that will or could cause an excessive or burdensome use of public facilities or services, including but not limited to existing streets and transportation facilities, schools, water or sewer utilities, and police or fire protection. Response: The zoning proposal should not have significant impacts on public facilities and services. The proposed use is estimated to generate twelve (12) PM Peak Hour trips.

  6. Whether the zoning proposal is supported by new or changing conditions not anticipated or reflected in the existing zoning on the property. Response: Not applicable.

  7. Whether the zoning proposal reflects a reasonable balance between the promotion of the public health, safety, morality, or general welfare against the right to unrestricted use of property. Response: The zoning proposal reflects a reasonable balance. The applicant's proposal would be compatible with surrounding uses and other locations for this business type, which are similarly situated along commercial corridors.

8. Whether there are substantial reasons why the property cannot be used in accordance with existing zoning. Response: The subject property is approved for commercial use

9. The extent to which the zoning proposal is consistent with the Comprehensive Plan. Response: The zoning proposal is consistent with the Comprehensive Land Use Plan designation of the property, which is 'Commercial'.

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

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

1. Access into and out of the property with regard to traffic and pedestrian safety, volume of traffic flow, and emergency vehicles, as well as the type of street providing access; Response: Windward Market Forest shopping center was developed in compliance with site access development standards with access from Windward Parkway and Market Place. The use should not have significant impacts on vehicular and pedestrian access.

2. The extent to which refuse areas, loading and service areas, off street parking, and buffers and screening are provided on the property; Response: The property is in compliance with regard to refuse areas, loading and service areas, off-street parking, and buffers and screening.

3. Ensuring that the conditional use will not be injurious to the use and enjoyment of the environment or of other property in the immediate vicinity or diminish and impair property values within the surrounding neighborhood; Response: The proposed use would be compatible with the surrounding retail uses and other locations for this business, which are similarly situated along commercial corridors.

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

5. Ensuring that the conditional use will not impede the normal and orderly development of surrounding property for uses predominant in the area; and Response: The proposed use would be compatible with the surrounding uses and other locations for this business, which are similarly situated along commercial corridors.

6. Ensuring that the location and character of the conditional use is considered to be consistent with a desirable pattern of development for the city, in general. Response: The proposed use would be compatible with the surrounding uses and other locations for this business, which are similarly situated along commercial corridors.

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: The nearest animal hospital is located approximately 1.3-miles to the south at the Webb Bridge Animal Hospital. There does not appear to be any conflicting uses in the immediate vicinity of the applicant's property.

- CONCURRENCES: Staff has reviewed the applicant's proposal and finds that the use does not conflict with the established review criteria for a master plan amendment and conditional use. The proposed use would be compatible with surrounding uses and other locations for this business type, which are similarly situated along commercial corridors. In addition, the nearest animal hospital is located approximately 1.3-miles away to the south. It is recommended that conditions be established as part of this application that regulate and limit any expansion of the business.

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

- COMMUNITY ZONING INFORMATION MEETING: The CZIM was held on July 14, 2021. There were no public comments.

- The applicant, Erin George, 1581 Southridge Trail, Algonquin, IL, 60102, came forward to speak on behalf of the application.

- **Public Comment**: No Public Comment

❖ Council Member Richard offered a motion to approve MP-21-05/CU-21-10 George Animal Hospital/6195 Windward Parkway, subject to the following conditions:

1. 'Animal Hospital, Small Animals' shall be added as a conditional use to the Windward Master Plan Pod 4.

2. 'Animal Hospital, Small Animals' shall be added as a conditional use at 6195 Windward Parkway, Suite 109 and limited to no more than 2,600 square feet.

3. Conditional use approval shall be limited to Erin & Wade George; no additional 'Animal Hospital, Small Animals' businesses or subleasing shall be permitted in the approved space.

4. Business shall be permitted to operate Monday – Friday 7:00 AM – 6:00 PM and Saturday 7:00 AM – 1:00 PM.

5. Boarding of animals shall not exceed a 24-hour period and is limited to care incidental to the hospital use.

6. Pet relief area shall be improved with artificial turf or sod and shall be screened with a decorative fence or shrubs, as approved by Staff. Wayfinding signage shall be provided in the parking area and at the front of the business directing patrons to the pet relief area.

7. Interior tenant improvements shall include noise mitigation measures.

8. Mobile resources supporting the business, such as a mobile MRI or X-ray, shall not be parked between the building and the street.

- The motion received a second from Mayor Pro Tem Mitchell

- The motion was approved unanimously (7-0)

C. CU-21-09 Alpharetta Liquor & Wine / 11380 State Bridge Road

- Senior Planner, Michael Woodman, came forward to present this item.

- This item was heard at the 8/5/2021 Planning Commission meeting. Staff recommended denial. There were no public comments. After discussion, Planning Commission recommended approval subject to staff's recommended conditions. Vote 6-0

- Staff recommends denial but if approved staff is recommending that Council require the following conditions (Condition in RED added by Staff):

  1. 'Liquor Store' shall be added as a conditional use at 11380 State Bridge Road, Suites 130, 140, & 150 and limited to no more than 4,960 square feet.

  2. Conditional use approval shall be limited to Alpharetta Liquor & Wine; no additional 'Liquor Store' use or subleasing shall be permitted within the approved space.

  3. Liquor Store shall be limited to package sales of beer, wine and distilled spirits.

  4. Hours of operation shall be Monday – Thursday 9:00 AM – 9:30 PM, Friday – Saturday 9:00 AM – 10:30 PM and Sunday 12:30 PM – 7:00 PM.

  5. There shall be no neon signage, no window lighting trim, and no primary colors used on signage or awnings.

- The applicant, Ramzanali Sadruddin, is requesting a conditional use to allow Alpharetta Liquor & Wine to operate a 'Liquor Store' in a 4,960 square foot suite within a new shopping center. The property is zoned C-1 (Neighborhood Commercial), which requires approval of a conditional use to allow a 'Liquor Store'. The subject property is located at 11380 State Bridge Road, Suites 130, 140 & 150 at the northeast corner of State Bridge Road and Kimball Bridge Road in the Kimball Plaza shopping center.

- The submitted request, if approved, would allow Alpharetta Liquor & Wine to operate a 'Liquor Store' in a 4,960 square foot suite within a new shopping center. The property is zoned C-1 (Neighborhood Commercial), which requires approval of a conditional use to allow a 'Liquor Store'. The subject property is located at 11380 State Bridge Road, Suites 130, 140 & 150 at the northeast corner of State Bridge Road and Kimball Bridge Road in the Kimball Plaza shopping center.

- The 1.15-acre property is developed as Kimball Plaza, which is a new 1-story, 9,464 square foot shopping center building. Surrounding properties are zoned C-1, except the property to the east and south is City of Johns Creek. Georgia Clinic and U-Store Climate Controlled Storage are located to the north, a commercial strip center and City of Johns Creek are located to the east, Honda Carland Service Center is located to the west and City of Johns Creek to the south. The Comprehensive Land Use Plan designation of the property is 'Commercial'.

- Alpharetta Liquor & Wine is a new business. The applicant proposes to occupy Suites 130, 140 and 150, which have a combined area of 4,960 square feet. According to the applicant, products sold will include beer, wine, spirits and associated items related to alcohol package sales. Hours of operation are Monday – Thursday 9:00 AM – 9:30 PM, Friday – Saturday 9:00 AM – 10:30 PM and Sunday 12:30 PM – 7:00 PM. The applicant anticipates less than ten (10) employees.

- The UDC allows a 'Liquor Store' by-right in the C-2 (General Commercial) and LI (Light Industrial) zoning districts and with approval of a conditional use in the CUP (Community Unit Plan), O-I (Office-Institutional), C-1 (Neighborhood Commercial), PSC (Planned Shopping Center) and MU (Mixed Use) zoning districts. The table below provides a list of 'Liquor Stores' operating in the City, as well as past public hearing requests for 'Liquor Store' use.

Name	Address	Zoning	Approval Process
Royal Liquor Store	4305 State Bridge Rd	C-1	Allowed by Annexation – Fulton County conditions excluded free-standing liquor stores
Old Milton Beverage	4045 Old Milton Pkwy	C-2	Allowed By-right
Total Wine	6290 North Point Pkwy	PSC	Allowed by-right under North Point Business Center MP, Pod 3
Reds Package Store	270 South Main St	C-2	Allowed By-right
Costco Liquors	2855 Jordan Ct	O-I	Allowed by Oxford Green MP Tract A
Total Wine	380 North Point Cir	PSC	Approved for conditional use in North Point Mall MP in 2008
Westside Wine & Spirits	2125 Hembree Rd	CUP	Denied 5/24/2021
Arrowhead Liquor Store	3675 Old Milton Pkwy	O-I	Withdrawn July 2015

- TRAFFIC: Staff estimates that the 4,960 square foot 'Liquor Store' would generate 503 daily trips and 95 PM Peak Hour trips. Staff compared the proposed 'Liquor Store' use to other uses that are similarly situated in strip shopping centers. The table below shows that the proposed 4,960 square foot 'Liquor Store' would generate significantly more PM Peak Hour trips than other uses typically found in a shopping center.

Use	Daily Trips	PM Peak Hour trips
Liquor Store (Proposed Conditional Use)	503	95
Medical/Dental Office	173	17
Variety Store	315	34
Pharmacy (w/out drive-thru)	447	42
Hair Salon		7
Copy/Print Center		37
High Turn Over Sit-Down Restaurant	556	48

- 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: Access into and out of the subject property is limited. The property is located at a high-traffic intersection, which has an unusual geometry. Access to the property from State Bridge Road (Old Milton Parkway) consists of a restricted right-in/right-out curb cut and access from Kimball Bridge Road is through an adjoining shopping center property, which also has a restricted right-in/right-out curb cut. Vehicular access is a concern given that the 'Liquor Store' would generate 95 PM Peak Hour trips. A 'Liquor Store' generates significantly more PM Peak Hour trips than other uses typically found in a shopping center.

  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 applicant's site plan complies with the above-mentioned improvements.

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 have impacts on surrounding properties. While the intersection of State Bridge Road and Kimball Bridge Road is developed as a commercial node, the properties immediately behind the commercial development are developed as residential subdivisions and an elementary school. In addition, there are two (2) liquor stores in Alpharetta and one (1) in Johns Creek within ¾-mile of the applicant's proposed location.

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; Response: The proposal could have impacts on surrounding properties. While the intersection of State Bridge Road and Kimball Bridge Road is developed as a commercial node, the properties immediately behind the commercial development are developed as residential subdivisions and an elementary school. In addition, there are two (2) liquor stores in Alpharetta and one (1) in Johns Creek within ¾-mile of the applicant's proposed location.

6. Ensuring that the location and character of the conditional use is consistent with a desirable pattern of development for the city, in general; and Response: While the intersection of State Bridge Road and Kimball Bridge Road is developed as a commercial node, the properties immediately behind the commercial development are developed as residential subdivisions and an elementary school. In addition, there are two (2) liquor stores in Alpharetta and one (1) in Johns Creek within ¾-mile of the applicant's proposed location.

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 similar uses in the immediate vicinity of the subject property. Royal Liquor Store is located in the Publix shopping center at 4305 State Bridge Road, Suite 109 and Old Milton Beverage is located in Brookside Station at 4045 Old Milton Parkway, which are approximately 1,350' and 3,915' away, respectively. In addition, there are two (2) liquor stores in Johns Creek to the northeast and south, which are approximately 1.75 miles and 0.5 miles away, respectively. The nearest residence to the proposed 'Liquor Store' is located to the west in the Park Brooke subdivision, which is approximately 630' away. Ocee Elementary School is located to the south, which is approximately 1,240' away. All distances above were measured in a straight-line distance, as the crow flies.

- CONCURRENCES: City Staff has reviewed the applicant's proposal and finds that the request is in conflict with the established review criteria for a conditional use. Vehicular access is a concern given that the 'Liquor Store' would generate 95 PM Peak Hour trips. A 'Liquor Store' generates significantly more PM Peak Hour trips than other uses typically found in a shopping center. Also, there are concerns that the proposed 'Liquor Store' is not appropriately separated from similar uses and conflicting uses. There are two (2) liquor stores in Alpharetta and one (1) in Johns Creek within ¾-mile of the applicant's proposed location. Residential subdivisions have been developed adjacent to and behind the commercial development in all four (4) quadrants of the intersection, as well as, Ocee Elementary School, which is less than ¼-mile from the applicant's property to south in Johns Creek.

- 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.

- COMMUNITY ZONING INFORMATION MEETING: The CZIM was held on July 14, 2021. There were no public comments.

- The applicant, Ramzanali Sadruddin, 450 Virginia Highlands, Fayetteville, GA, 30215, came forward to speak on behalf of the application.

- **Public Comment:**

    - Roman Goldsman, 11915 Little Creek Crossing, Alpharetta, GA, 30005 came forward to speak in opposition of this item.

    - Ruth Ann Tatum, 250 Pebble Trail, Alpharetta, GA, 30009, came forward in opposition of this item.

❖ Council Member Richard offered a motion to table CU-21-09 Alpharetta Liquor & Wine / 11380 State Bridge Road until the next City Council Meeting

- The motion received a second from Mayor Pro Tem Mitchell

- The motion was approved (5-2); Council Member Burnett and Council Member Binder voting in opposition

VI. NEW BUSINESS

A. Resolution Approving Annual Update to City Pay Plan
Sponsored By: CM Burnett & CM Merkel

- Director of Human Resources, Cris Randall, came forward to present this item.

- Staff is recommending that Council approve a resolution to confirm the adoption of the City's Pay Plan and to provide annual CPI adjustment to the plan.

- Consideration of resolution to annually update the City's Pay Plan, subject to the following:

    - Pay Plan to be automatically adjusted on an annual basis based upon the consumer price index (CPI) from the prior twelve-month calendar period;

    - CPI as provided by the Bureau of Labor Statistics publication;

    - Adjustment capped at three percent;

    - Adjustments are subject to the availability of funding as determined in the City's mid-year budget review and appropriation procedures;

    - Effective the first pay period in March of each year;

    - Employees whose wages fall below the minimums as a result of adjustments will be brought up to the new minimums as soon as practical in accordance with the City's Finance Department standard procedures;

- The continue evaluation and maintenance of the City's Pay Play strongly align with the City's Core Values of Excellence, by the pursue of continuous improvement in our results and how they are achieved; Stewardship, by reflecting professionalism, ethics, industry standards and best practices; Integrity, by providing a fair and careful assessment and transparency of information; and Service, by our commitment to efficient, effective, and responsive service delivery.

- Asst. City Attorney, Steven Jones, read the resolution aloud.

- **Public Comment:** No Public Comment

❖ Council Member Burnett offered a motion to approve a resolution to confirm the adoption of the City's Pay Plan and to provide annual CPI adjustment to the plan

  - The motion received a second from Council Member Merkel

  - The motion was approved unanimously (7-0)

B. Atlanta Regional Commission Grant Application PE Funding

- Director of Community Development, Kathi Cook, came forward to present this item.

- Staff is recommending that Council approve authorization for submittal of the Milton Avenue Streetscape and Pedestrian Plaza and Alpha Link Connector grant applications to the Atlanta Regional Commission and approve resolutions of funding commitment for the projects.

- The Atlanta Regional Commission is currently accepting applications for Preliminary Engineering Funding of projects identified in adopted LCI Plans. Only one project per LCI Area will be considered. Staff is recommending pursuing this funding for the Milton Avenue Streetscape and Pedestrian Plaza, within the Downtown Alpharetta Master Plan LCI Area. Within the Northpoint LCI, staff recommends seeking funding for design of the Alpha Link Connector.

- The Milton Avenue Streetscape and Pedestrian Plaza has been before council and developed through concept phase. Similarly, the Alpha Link connector recently completed its concept development in the North Point Area and Alpha Loop Trail Connectivity Feasibility Study. Each of these projects represent extensive public input and support.

- The recent TSPLOST 2 effort estimated construction cost for the Milton Avenue project at nearly $4.0 million. Using construction costs as a basis, the Milton Avenue Preliminary Engineering Phase is estimated at $600,000, with the 20% City match of $120,000.

- For the Alpha Link project, construction costs are estimated near $6.5 million. Preliminary engineering phase effort is assumed at $1.25 million with a required 20% city match of $250,000. The North Fulton CID is assisting with the preparation of this application.

- The Finance Department has confirmed that these matching funds are available in the City's unallocated capital project account. The applications are due to be submitted by August 27, 2021.

- Asst. City Attorney, Steven Jones, read both resolutions aloud.

- **Public Comment:** No Public Comment

- Council Member Richard offered a motion to approve authorization for submittal of the Milton Avenue Streetscape and Pedestrian Plaza and Alpha Link Connector grant applications to the Atlanta Regional Commission and approve resolutions of funding commitment for the projects
    - The motion received a second from Council Member Burnett
    - The motion was approved unanimously (7-0)

C. MOU with the City of Milton for Football Cooperation
Sponsored By: CM Merkel & CM Hipes

- City Administrator, Bob Regus, and Director of Recreation, Parks & Cultural Services, Morgan Rodgers, came forward to present this item.
- Staff is recommending approval of a Memorandum of Understanding (MOU) with the City of Milton regarding the parks and recreation football program and authorize the Mayor to execute all necessary documents.
- The purpose of this MOU is to take another step to continue to foster a long-term mutually beneficial relationship between Alpharetta and Milton as it relates to parks and recreation programs and services as a way to better serve the Cities' respective citizens, offer a wider variety of recreational services, and grow the relationship between the Cities such that similar opportunities can be developed over time.
- The following provisions are included in the MOU:

    a. Alpharetta and Milton will jointly operate the football program through the North Atlanta Football League (NAFL) subject to NAFL's continuing compliance with each City's requirements. The board of the NAFL will have equal representation from both cities and will notify both cities of board meetings.

    b. Under this agreement all participants from either City will pay resident fees and there will be no distinction of cities for the formation of teams.

    c. Full time employees of each City and their immediate family members living in the same household will be considered residents of the city in which they are employed. These guidelines are not applicable for part-time and seasonal employees, contract vendors, and volunteers.

    d. The MOU shall become effective September 1, 2021 and will renew automatically for one-year terms on January 1st of each subsequent year.

    e. This MOU shall continue unless either City delivers written notice of non-renewal to the other City at least one hundred eighty (180) days prior to the expiration of the then-applicable term. If written notice of nonrenewal is given, this MOU will terminate upon the expiration of the existing term. Nothing stated herein shall obligate either City to extend this MOU beyond the term or any renewal term.

    f. At the conclusion of each Fall season, Alpharetta, and Milton officials (to include the Mayors and City Manager/Administrator, or their designees), shall evaluate the effectiveness of the MOU in the meeting goals established in Section 1 of this MOU. Officials shall evaluate participation in the recreational youth NAFL, and the other terms of the MOU to ensure they are fair and just for both parties. The parties shall exercise their best efforts to resolve any issues.

- **Public Comment:** No Public Comment

❖ Council Member Merkel offered a motion to approve a Memorandum of Understanding (MOU) with the City of Milton for football cooperation

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

VII. PUBLIC COMMENT

- No Public Comment

VIII. REPORTS

- Council Member Merkel announced that the Recreation, Parks & Cultural Services secured a grant from the Fulton County Arts Commission for the Music Match Program.
- On behalf of Mayor Gilvin, Council Member Binder reappointed Shuntel Beach to the Recreation Commission.
- Council Member Binder also appointed Gina Kellis and Cheryl Sims as his appointees to the Board of Ethics.
- On behalf of Mayor Gilvin, Council Member Hipes appointed Jeremy Scott to the Recreation Commission.
- Council Member Burnett announced that Ron Freeman recently signed an agreement with TSA and DHS.
- City Administrator, Bob Regus, came forward to discuss the recent state grant opportunities in three categories: rural broadband, water & sewer, and economic impact.

IX. ADJOURNMENT

❖ With no further items to be heard or business to discuss, Mayor Gilvin adjourned the meeting at 8:32 P.M.

Respectfully submitted,

Erin Cobb

Erin Cobb, City Clerk

City Council Meeting
STAFF REPORT

Submitting Department: Finance
Submitted By:
Sponsored By:
Meeting Date: September 20, 2021

I. AGENDA ITEM TITLE: FINANCIAL MANAGEMENT REPORT: MONTH ENDING JULY 31, 2021

II. RECOMMENDATION:

Approve the Financial Management Reports for the month ending July 31, 2021 (period 1 of Fiscal Year 2022).

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:

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

In addition, this report includes:

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

V. ALTERNATIVES:

VI. ATTACHMENTS:

Financial Management Report (July 2021)

City of Alpharetta, GA

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

Financial Management Reports

THE CITY OF
ALPHARETTA
GEORGIA

for the month ending
July 31, 2021
(period 1 of 12 – unaudited)

Financial Management Reports
Fiscal Year 2022

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2 PARK PLAZA
ALPHARETTA, GA 30009
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WWW.ALPHARETTA.GA.US

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: THOMAS G. HARRIS, FINANCE DIRECTOR

DATE: SEPTEMBER 7, 2021

RE: FINANCIAL MANAGEMENT REPORTS AS OF JULY 31, 2021

The documents contained herein represent the financial management reports for the City of Alpharetta ("city") as of the period ending July 31, 2021.

The Finance Department is currently in the process of closing the accounting books for Fiscal Year 2021 (FY 2021). The figures represented herein are subject to change in accordance with accounting entries made during the closing process.

General Fund

Revenue: The following section pertains to information detailed in the attached Revenue Summary and Collection Comparison report. FY 2022 revenues are budgeted at $69 million (net of Carryforward Fund Balance totaling $6 million). As of July 31, 2021, actual revenue collections total 6% or $4 million.

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

The FY 2022 budget for current year property taxes (non-motor vehicles) totals $25 million and is based on a billable digest of $5 billion (net of all exemptions/motor vehicle values). This figure was calculated in April/May 2021 based on staff forecasts of property values (including new construction estimates) and associated exemptions.

The actual digest for FY 2022, as provided by the Fulton County Tax Commissioner, currently totals $5.7 billion (net of all exemptions/motor vehicle values). This digest figure will be reduced through property tax appeals, but the city will not know the full extent until appeal data is provided by the Fulton County Tax Commissioner. As it is still early, the budgetary estimate for FY 2022 property tax collections will be set at $25.5 million pending collection data and appeal write-down trends.

MAYOR
JIM GILVIN

MAYOR PRO TEM
DONALD F. MITCHELL

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

CITY
ADMINISTRATOR
ROBERT J. REGUS

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

As of July 31, 2021, city departments (not including General Government[1]) have encumbered and expensed 18%, or $12 million, of their FY 2022 budget appropriations.

Contingency: The General Fund contingency balance totals $700,000.

Special Revenue Funds (large funds only)

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

Hotel/Motel Fund: FY 2022 revenues are budgeted at $5.5 million (net of carryforward fund balance totaling $1.3 million) with budgeted disbursements as follows: Alpharetta Convention & Visitor's Bureau (43.75% or $2.4 million); Facilities (18.75% and a portion of the carryforward fund balance detailed above; $1.3 million for debt service on the Series 2016 Convention Center Bonds, and $824,472 for eligible initiatives such as Equestrian Center and Wills Park Master Plan Improvements); and the city (37.5% or $2.1 million).

Debt Service Reserve funding (Convention Center Bonds) from the Facilities portion of the tax totals $137,518 (funded in prior years and represents the remaining portion of the carryforward fund balance figure referenced above). This reserve figure dipped below the $1.5 million target level in 2019 due to the impact of the COVID-19 pandemic on the hospitality industry and will be replenished once revenues within the Fund strengthen.

E-911 Fund: FY 2022 revenues are budgeted at $6.2 million (net of carryforward fund balance totaling $1 million for capital initiatives and reserve balances in excess of the 21% Emergency Reserve target). As of July 31, 2021, the city has collected 6% or $357,512.

Expenditures/encumbrances during the same time period total $1.2 million and represent general operations and blanket purchase orders that will sustain operations.

Debt Service Fund

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

FY 2022 revenues are budgeted at $5.6 million (net of carryforward fund balance totaling $841,542). As of July 31, 2021, actual revenue totaled less than 1% of budget and will remain low until property tax collections in November-December.

Grant Funds

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

Operating Grant Fund (Fund 220): Available funding totals $200,405 and represents unencumbered/unspent project appropriations of $115,145 and a non-allocated reserve for future projects (including grant matches) of $85,260.

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

Capital Grants Fund (Fund 340): Available funding totals $1 million and primarily represents unencumbered/unspent capital project appropriations.

Capital Project Funds

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

General Capital Project Fund (Fund 301): Available city funding totals $16.5 million and represents unencumbered/unspent capital project appropriations of $10.1 million, non-allocated reserve (including grant matches) of $2.5 million, and a reserve totaling $3.9 million representing proceeds recaptured from the recent Conference Center Hotel sale.

Stormwater Capital Fund (Fund 302): Available funding totals $2 million and represents unencumbered/unspent capital project appropriations of $1.9 million and a non-allocated reserve for future capital project appropriations of $73,974.

American Rescue Act Capital Fund (Fund 303): Available funding totals $6.6 million and is fully allocated towards capital projects. The city received the 1st tranche of $3.3 million as set forth under the Act. However, accounting rules dictate treatment of this source as a deferred revenue that will be recognized as earned. In other words, the revenue will be recorded as the underlying projects are expensed.

Parks and Transportation Bond Fund (Fund 317): This fund accounts for proceeds of the voter approved General Obligation Bonds, Series 2016. Available funding totals $2 million and represents unencumbered/unspent capital project appropriations.

TSPLOST Capital Project Fund (Fund 335): This fund accounts for collections under the Transportation Special Local Option Sales Tax (TSPLOST) that went into effect on April 1, 2017. Available funding totals $31.6 million.

Enterprise Fund

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

Solid Waste Fund: FY 2022 revenues are currently budgeted at $4.8 million (net of carryforward fund balance totaling $750,000 constituting reserve balances in excess of the 21% Emergency Reserve designation). As of July 31, 2021, the city has collected $23,104. During the FY 2021 year-end close process, the 1st quarter advanced billing will be accrued to FY 2022 (increasing revenue collections).

Other Items

Council Member Stipend Activity Listing: The FY 2022 budget includes appropriations of $7,200 for the Mayor and $4,000 for each City Council Post and the available balances as of July 31, 2021 are as follows:

	Budget	Expenditures (year-to-date)	Available Balance
Mayor: Jim Gilvin	$ 7,200	$ 67	$ 7,133
Post #1: Donald Mitchell	$ 4,000	$ 65	$ 3,935
Post #2: Ben Burnett	$ 4,000	$ 0	$ 4,000
Post #3: Karen Richard	$ 4,000	$ 144	$ 3,856
Post #4: John Hipes	$ 4,000	$ 31	$ 3,969
Post #5: Jason Binder	$ 4,000	$ 0	$ 4,000
Post #6: Dan Merkel	$ 4,000	$ 48	$ 3,952

Development Authority[2] (Component Reporting Unit)

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

As of July 31, 2021, the Development Authority has $132,173 in available resources to support its main functions of promoting the public good and general welfare, trade, commerce, industry, general tax base and the employment opportunities available in the city.

Other reports included with this packet are as follows:

- Listing of Payments $5,000 and greater; Listing of POs between $5,000 and $50,000; and Bid/RFP Status.

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

GENERAL FUND

Revenue Report

CITY OF ALPHARETTA

Financial Management Reports
General Fund (Unaudited)
Revenue Summary and Collection Comparison
As of July 31, 2021

	Current Fiscal Year					Prior Fiscal Year		
	2022 Budget	2022 YTD	% Collected	2022 Estimated	Variance	2021 Actual	2021 YTD	% Collected
Top 10 Revenues:								
Property Taxes								
Current Year	$ 24,000,000	$ -	0.0%	$ 25,500,000	$ 1,500,000	$ 26,299,010	$ -	0.0%
Delinquent	237,000	21,729	9.2%	237,000	-	132,379	(148,705)	-112.3%
Motor Vehicle Tax	60,000	6,793	11.3%	60,000	-	80,118	(10,278)	-12.8%
Motor Vehicle Title Fee	1,800,000	261,440	14.5%	1,800,000	-	2,486,803	(152,305)	-6.1%
Local Option Sales Tax	15,700,000	1,658,678	10.6%	15,700,000	-	15,326,225	-	0.0%
Franchise Tax	6,620,000	328,103	5.0%	6,620,000	-	6,157,773	(198,640)	-3.2%
Insurance Premium Tax	4,650,000	-	0.0%	4,650,000	-	4,608,513	-	0.0%
Alcohol Beverage Excise Tax	2,025,000	247,525	12.2%	2,025,000	-	2,093,301	(10,671)	-0.5%
Building Permit Fees	1,700,000	128,765	7.6%	1,700,000	-	1,971,207	147,709	7.5%
Business and Occupational Tax	950,000	31,981	3.4%	950,000	-	1,129,781	13,620	1.2%
Court/Traffic Fines	2,054,000	248,512	12.1%	2,054,000	-	2,366,641	151,395	6.4%
Recreation/Special Event Fees	2,280,500	354,534	15.5%	2,280,500	-	1,894,099	136,500	7.2%
Hotel/Motel Tax (City portion)	2,062,500	221,340	10.7%	2,062,500	-	1,237,440	(32,671)	-2.6%
subtotal	$ 64,139,000	$ 3,509,400	5.5%	$ 65,639,000	$ 1,500,000	$ 65,783,292	$ (104,046)	-0.2%
Other Revenues	4,523,265	335,740	7.4%	4,559,456	36,191	5,099,712	183,113	3.6%
Total Revenues	$ 68,662,265	$ 3,845,140	5.6%	$ 70,198,456	$ 1,536,191	$ 70,883,004	$ 79,066	0.1%
Carryforward Fund Balance	5,836,799							

GENERAL FUND

Expenditure Reports

CITY OF ALPHARETTA

Financial Management Reports
General Fund (unaudited)
Expenditure Summary by Department
As of July 31, 2021

	Current Fiscal Year						Prior Fiscal Year		
	2022 Budget	2022 Encumbrances	2022 Exp. (YTD)	Funds Available	% Enc./Exp.	% Exp.	2021 Exp. (Total)	2021 Exp. (YTD)	% Exp.
Expenditures by Department:									
Mayor & Council	$ 386,092	$ 939	$ 42,613	$ 342,541	11.3%	11.0%	$ 366,640	$ 41,768	11.4%
City Administration	2,128,802	29,449	471,239	1,628,114	23.5%	22.1%	1,270,382	239,172	18.8%
Finance	3,478,691	10,766	611,770	2,856,155	17.9%	17.6%	3,358,956	713,694	21.2%
City Attorney	750,000	-	-	750,000	0.0%	0.0%	446,279	-	0.0%
Information Technology	2,022,562	23,261	285,815	1,713,486	15.3%	14.1%	2,035,495	317,702	15.6%
Human Resources	689,600	14,195	93,264	582,141	15.6%	13.5%	523,535	90,474	17.3%
Municipal Court	1,055,011	194,889	79,686	780,435	26.0%	7.6%	906,975	100,656	11.1%
Public Safety	31,846,772	745,912	4,182,418	26,918,442	15.5%	13.1%	29,504,949	4,483,052	15.2%
Public Works	9,022,696	959,401	838,965	7,224,329	19.9%	9.3%	8,511,835	883,406	10.4%
Recreation, Parks & Cultural Svcs	10,089,025	1,536,433	1,041,638	7,510,955	25.6%	10.3%	8,887,141	1,004,910	11.3%
Community Development	3,773,624	59,108	505,712	3,208,803	15.0%	13.4%	3,880,751	510,147	13.1%
subtotal	$ 65,242,875	$ 3,574,354	$ 8,153,120	$ 53,515,401	18.0%	12.5%	$ 59,692,938	$ 8,384,980	14.0%
General Government:									
Insurance Premiums (Risk)	$ 779,750	$ -	$ 64,979	$ 714,771	8.3%	8.3%	$ 720,250	$ 60,021	8.3%
Gwinnett Tech Bond P&I	289,640	-	-	289,640	0.0%	0.0%	290,490	-	0.0%
Transfer(s) to other Funds	7,486,799	-	623,900	6,862,899	8.3%	8.3%	4,541,862	378,489	8.3%
Contingency	700,000	-	-	700,000	0.0%	0.0%	37,426	-	0.0%
subtotal	$ 9,256,189	$ -	$ 688,879	$ 8,567,310	7.4%	7.4%	$ 5,590,028	$ 438,509	7.8%
Total Expenditures	$ 74,499,064	$ 3,574,354	$ 8,841,999	$ 62,082,711	16.7%	11.9%	$ 65,282,967	$ 8,823,489	13.5%

CITY OF ALPHARETTA

Financial Management Reports
General Fund (unaudited)
Expenditure Summary by Category
As of July 31, 2021

	Current Fiscal Year						Prior Fiscal Year		
	2022 Budget	2022 Encumbrances	2022 Exp. (YTD)	Funds Available	% Enc./Exp.	% Exp.	2021 Exp. (Total)	2021 Exp. (YTD)	% Exp.
Expenditures by Category:									
Salaries & Benefits:									
(1) Regular Salaries	$ 28,806,309	$ -	$ 1,831,399	$ 26,974,910	6.4%	6.4%	$ 27,042,397	$ 2,271,443	8.4%
Overtime	1,948,730	-	180,354	1,768,376	9.3%	9.3%	1,864,837	177,447	9.5%
Group Insurance	9,473,883	-	1,170,282	8,303,601	12.4%	12.4%	8,305,182	1,126,505	13.6%
FICA and Social Security	2,291,331	-	143,569	2,147,762	6.3%	6.3%	2,096,504	178,222	8.5%
Defined Benefit Pension	2,818,660	-	2,818,660	-	100.0%	100.0%	2,677,438	2,675,532	99.9%
401(A) Retirement/Match	2,367,862	-	271,477	2,096,385	11.5%	11.5%	2,022,431	267,606	13.2%
(2) Other	1,429,296	-	635,741	793,555	44.5%	44.5%	1,410,855	670,982	47.6%
subtotal	$ 49,136,071	$ -	$ 7,051,482	$ 42,084,589	14.4%	14.4%	$ 45,419,645	$ 7,367,737	16.2%
Maintenance & Operations:									
Professional Services	$ 2,696,938	$ 814,422	$ 429,256	$ 1,453,260	46.1%	15.9%	$ 2,042,589	$ 99,286	4.9%
Legal Services	750,000	-	-	750,000	0.0%	0.0%	446,279	-	0.0%
Vehicle Fuel/Maintenance	870,100	-	76,648	793,452	8.8%	8.8%	855,463	50,179	5.9%
Maintenance Contracts	2,851,778	1,684,290	98,175	1,069,313	62.5%	3.4%	2,580,729	231,974	9.0%
IT Professional Services	2,027,570	515,062	274,732	1,237,776	39.0%	13.5%	1,868,562	378,530	20.3%
General Supplies	875,611	137,245	63,604	674,762	22.9%	7.3%	786,603	54,292	6.9%
Utilities	2,953,175	-	2,503	2,950,672	0.1%	0.1%	2,829,894	40,122	1.4%
Insurance Premiums (Risk)	779,750	-	64,979	714,771	8.3%	8.3%	720,250	60,021	8.3%
Other	2,399,087	423,335	156,719	1,819,032	24.2%	6.5%	2,255,804	162,861	7.2%
subtotal	$ 16,204,009	$ 3,574,354	$ 1,166,617	$ 11,463,038	29.3%	7.2%	$ 14,386,173	$ 1,077,264	7.5%
Capital:									
OSSI/Fire Truck Leases	$ 654,595	$ -	$ -	$ 654,595	0.0%	0.0%	$ 582,963	$ -	0.0%
Other	27,950	-	-	27,950	0.0%	0.0%	24,407	-	0.0%
subtotal	$ 682,545	$ -	$ -	$ 682,545	0.0%	0.0%	$ 607,370	$ -	0.0%
General Government:									
Gwinnett Tech Bond P&I	$ 289,640	$ -	$ -	$ 289,640	0.0%	0.0%	$ 290,490	$ -	0.0%
Transfer(s) to other Funds	7,486,799	-	623,900	6,862,899	8.3%	8.3%	4,541,862	378,489	8.3%
Contingency	700,000	-	-	700,000	0.0%	0.0%	37,426	-	0.0%
subtotal	$ 8,476,439	$ -	$ 623,900	$ 7,852,539	7.4%	7.4%	$ 4,869,778	$ 378,489	7.8%
Total Expenditures	$ 74,499,064	$ 3,574,354	$ 8,841,999	$ 62,082,711	16.7%	11.9%	$ 65,282,967	$ 8,823,489	13.5%

Notes:

(1) Includes the following components: regular salaries, holiday leave, temporary and seasonal salaries, and separation payout.

(2) Includes the following components: workers compensation, educational programs, automobile allowance, tuition reimbursement, and employee service awards.

GRANT FUNDS

Revenue & Expenditure Reports

CITY OF ALPHARETTA

Financial Management Reports
Grant Funds
Operating Grant Fund Detail (Fund 220; life-to-date for active projects)
As of July 31, 2021

Account #		Project	Project Snapshot: FY2013 - FY2021 Total Project Authorization	Prior Year Actuals	FY 2022 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenues										
City Administration										
22013230-371000	C2100	MURAL ART PROJECT	12,370	12,370	$ -	$ -	$ -			$ -
		subtotal			***$ -***	***$ -***	***$ -***	***$ -***		***$ -***
Public Safety										
22031150-331110	C1730	2017 BULLETPROOF VEST (DOJ)	13,179	12,462	$ -	$ 717	$ 717	$ -		$ 717
22031150-331110	C1831	2018 BULLETPROOF VEST (DOJ)	15,375	7,314	-	8,061	8,061	-		8,061
22031150-331110	C2018	2019 BULLETPROOF VEST (DOJ)	19,187	-	-	19,187	19,187	-		19,187
22031150-371000	C2045	2019 HOMELAND SECURITY GRANT	22,656	-	-	22,656	22,656	-		22,656
22031150-371000	C2047	FIRE SPRINKLER COALITION	500	500	-	-	-			-
		subtotal			***$ -***	***$ 50,621***	***$ 50,621***	***$ -***		***$ 50,621***
Recreation, Parks & Cultural Services										
22061150-371000	C1930	GRPA CONTRIBUTION	1,000	1,000	$ -	$ -	$ -	$ -		$ -
22061150-336000	C2013	2019 CAMP HAPPY HEARTS	11,250	11,250	-	-	-	-		-
22061150-347509	C2039	WIRE & WOOD (ACVB SPONSOR)	102,000	52,000	-	50,000.00	50,000.00	50,000.00		-
22061150-371000	C2212	PARKING PERMIT - FILM	-	-	-	2,000	2,000	2,000		-
		subtotal			***-***	***52,000***	***52,000***	***52,000***		***-***
Community Development										
22074150-371000	C2016	ARBOR DAY GRANT (PRIVATE DONATION)	2,775	2,095	$ -	$ 680	$ 680	$ -		$ 680
		subtotal			***$ -***	***$ 680***	***$ 680***	***$ -***		***$ 680***
General Government										
22090200-361000		INTEREST EARNINGS			$ -	$ -	$ -	$ 2		$ (2)
22090200-363000		UNREALIZED GAIN/LOSS			-	-	-	124		(124)
22090200-395000		CARRYFORWARD FUND BALANCE			-	99,593	99,593	-		99,593
		subtotal			***$ -***	***$ 99,593***	***$ 99,593***	***$ 126***		***$ 99,467***
		Total			**$ -**	**$ 202,894**	**$ 202,894**	**$ 52,126**		**$ 150,768**
Expenditures										
City Administration										
22013230-521200	C2100	MURAL ART PROJECT	12,370	1,300	$ -	$ 11,070	$ 11,070	$ 1,500	$ -	$ 9,570
		subtotal			***$ -***	***$ 11,070***	***$ 11,070***	***$ 1,500***	***$ -***	***$ 9,570***

CITY OF ALPHARETTA

Financial Management Reports

Grant Funds

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

As of July 31, 2021

Account #		Project	Project Snapshot: FY2013 - FY2021 Total Project Authorization	Prior Year Actuals	FY 2022 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Public Safety										
22031150-542100	C1730	2017 BULLETPROOF VEST (DOJ)	26,357	24,925	$ -	$ 1,432	$ 1,432	$ -	$ -	$ 1,432
22031150-542100	C1831	2018 BULLETPROOF VEST (DOJ)	30,751	16,675	-	14,076	14,076	-	-	14,076
22031150-542100	C2018	2019 BULLETPROOF VEST (DOJ)	38,374	9,468	-	28,906	28,906	989	-	27,917
22031150-531600	C2045	2019 HOMELAND SECURITY GRANT	22,656	22,107	-	549	549	-	-	549
22031150-531100	C2047	FIRE SPRINKLER COALITION	501	494	-	7	7	-	-	7
		subtotal			***$ -***	***$ 44,970***	***$ 44,970***	***$ 989***	***$ -***	***$ 43,981***
Recreation, Parks & Cultural Services										
22061150-521200	C1930	PROFESSIONAL SERVICES (GRPA)	951	803	$ -	$ 148	$ 148	$ -	$ -	$ 148
22061150-523400	C1930	PRINTING & BINDING (GRPA)	50	-	-	50	50	-	-	50
22061150-531000	C2013	2019 CAMP HAPPY HEARTS	11,250	7,120	-	4,130	4,130	-	-	4,130
22061159-521200	C2039	WIRE & WOOD (ACVB SPONSOR)	50,000	-	-	50,000	50,000	-	-	50,000
22061150-531100	C2101	SPECIAL NEEDS EXPO / EVENT	1,018	-	-	1,018	1,018	-	-	1,018
22061150-531100	C2102	FULTON GOLDEN GAMES	3,630	-	-	3,630	3,630	-	-	3,630
22061150-531100	C2212	PARKING PERMIT - FILM			-	2,000	2,000	-	-	2,000
		subtotal			***$ -***	***$ 60,976***	***$ 60,976***	***$ -***	***$ -***	***$ 60,976***
Community Development										
22074150-531100	C2016	ARBOR DAY GRANT (PRIVATE DONATION)	618	-	$ -	$ 618	$ 618	$ -	$ -	$ 618
		subtotal			***$ -***	***$ 618***	***$ 618***	***$ -***	***$ -***	***$ 618***
Non-Allocated										
22090200-579000		CONTINGENCY			$ -	$ 44,855	$ 44,855	$ -	$ -	$ 44,855
22090200-579011		MATCH (GRANTS UNDER REVIEW)			-	40,405	40,405	-	-	40,405
		subtotal			***$ -***	***$ 85,260***	***$ 85,260***	***$ -***	***$ -***	***$ 85,260***
		Total			**$ -**	**$ 202,894**	**$ 202,894**	**$ 2,489**	**$ -**	**$ 200,405**

Notes:

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

CITY OF ALPHARETTA

Financial Management Reports

Grant Funds

Capital Grant Fund Detail (Fund 340; life-to-date for active projects)

As of July 31, 2021

Account #		Project	Project Snapshot: FY2013 - FY2021 Total Project Authorization	Prior Year Actuals	FY 2022 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue										
Public Works										
34041100-334310	C1215	STRIPING & SIGNAGE	185,325	185,325	$ -	$ -	$ -	$ -		$ -
34041100-334310	C1219	MILLING AND RESURFACING (LMIG)	4,601,780	4,601,780	-	-	-	-		-
34041100-331350	C1927	WINDWARD TRIPLE LEFTS (GDOT-FED)	2,069,960	1,986,949	-	83,011	83,011	-		83,011
34041100-334350	C1927	WINDWARD TRIPLE LEFTS (GTIB-NFCID)	1,696,365	1,358,660	-	337,705	337,705	-		337,705
		subtotal			***$ -***	***$ 420,716***	***$ 420,716***	***$ -***		***$ 420,716***
Community Development										
34074150-331350	C2107	NORTH POINT PKWY IMP	1,600,000	-	$ -	1,600,000	1,600,000	-		1,600,000
		subtotal			***$ -***	***$ 1,600,000***	***$ 1,600,000***	***$ -***		***$ 1,600,000***
General Government										
34090200-361000		INTEREST EARNINGS			$ -	$ -	$ -	$ 14		$ (14)
34090200-363000		UNREALIZED GAIN/LOSS			-	-	-	818		(818)
34090200-395000		CARRYFORWARD FUND BALANCE			-	168,362	168,362	-		168,362
		subtotal			***$ -***	***$ 168,362***	***$ 168,362***	***$ 832***		***$ 167,530***
		Total			**$ -**	**$ 2,189,078**	**$ 2,189,078**	**$ 832**		**$ 2,188,246**
Expenditures										
Public Safety										
34031150-521200	C2043	ASSIST FIREFIGHTERS GRANT	3,000	1,500	$ -	$ 1,500	$ 1,500	$ -	$ -	$ 1,500
					$ -	***$ 1,500***	***$ 1,500***	***$ -***	***$ -***	***$ 1,500***
Public Works										
30141100-541410	C1215	STRIPING & SIGNAGE	185,325	-	$ -	$ 185,325	$ 185,325		$ 185,325	$ -
34041100-541410	C1219	MILLING AND RESURFACING (LMIG)	4,601,781	4,601,781	-	-	-		-	-
34041100-541410	C1927	WINDWARD TRIPLE LEFTS	3,766,321	3,766,321	-		-		-	-
		subtotal			***$ -***	***$ 185,325***	***$ 185,325***	***$ -***	***$ 185,325***	***$ -***
Community Development										
34074150-541410	C2107	NORTH POINT PKWY IMP	2,000,000	-	-	2,000,000	2,000,000	-	951,900	1,048,100
		subtotal			***$ -***	***$ 2,000,000***	***$ 2,000,000***	***$ -***	***$ 951,900***	***$ 1,048,100***
Non-Allocated										
34090200-579000		CONTINGENCY			$ -	$ 2,253	$ 2,253	$ -	$ -	$ 2,253
		subtotal			***$ -***	***$ 2,253***	***$ 2,253***	***$ -***	***$ -***	***$ 2,253***
		Total			**$ -**	**$ 2,189,078**	**$ 2,189,078**	**$ -**	**$ 1,137,225**	**$ 1,051,853**

CAPITAL PROJECT FUNDS

Expenditure Reports

CITY OF ALPHARETTA

Financial Management Reports

Capital Project Funds

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

As of July 31, 2021

Account #		Project	Project Snapshot: FY2013 - FY2021 Total Project Authorization	Prior Year Actuals	FY 2022 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue										
30113230-336000	C0924	ECONOMIC DEVELOPMENT PLAN	37,500	-	$ -	$ 37,500	$ 37,500	$ -		$ 37,500
30113230-392200	C2109	LAND SALE	-	-	-	-	-	16,245		(16,245)
30141100-336000	C1410	RUCKER RD WATERLINE	1,782,351	1,459,845	-	322,506	322,506	-		322,506
30141100-336000	C1702	KIMBALL BR RD IMPROVEMENTS	6,133,355	5,420,386	-	712,969	712,969	-		712,969
30141100-336000	C1927	WINDWARD TRIPLE LEFTS (FC WATER)	490,518	436,565	-	53,953	53,953	16,086		37,867
30141100-371001	C1927	WINDWARD TRIPLE LEFTS (NFCID)	160,137	-	-	160,137	160,137	-		160,137
30141100-371002	C1927	WINDWARD TRIPLE LEFTS (NFCID-FC)	500,002	300,977	-	199,025	199,025	-		199,025
30141100-336000	C1928	RUCKER ROAD - ROSWELL CONTRIBUTION	2,905,159	2,252,815	-	652,344	652,344	-		652,344
30141100-371000	C2113	ENCORE GREENWAY GATEWAY	230,000	-	-	230,000	230,000			230,000
30161150-371000	C1929	COMM AG PROGRAM	24,857	24,021	-	836	836	947		(111)
30174150-371000	C0019	DOWNTOWN PARKING FUND	138,500	138,500	-	-	-			-
30174150-337000	C0910	TREE REPLACEMENT FUND (CONTRIBUTION)	199,850	199,850	-	-	-			-
30176100-371000	C1712	ALPHALOOP (ABC)	689,187	439,981	-	249,206	249,206	-		249,206
		subtotal			***$ -***	***$ 2,618,476***	***$ 2,618,476***	***$ 33,278***		***$ 2,585,198***
Non-Departmental										
30190200-395000		CARRYFORWARD FUND BALANCE			$ 2,000,000	$ 10,458,809	$ 12,458,809			$ 12,458,809
30190200-391100		TRANSFER-IN FROM THE GENERAL FUND (MATCH)			5,966,799	-	5,966,799	994,467		4,972,333
30190200-363000		UNREALIZED GAIN/LOSS INV			-	-	-	14,474		(14,474)
30190200-361000		INTEREST EARNINGS			100,000	-	100,000	249		99,751
		subtotal			***$ 8,066,799***	***$ 10,458,809***	***$ 18,525,608***	***$ 1,009,190***		***$ 17,516,418***
		Total			**$ 8,066,799**	**$ 13,077,285**	**$ 21,144,084**	**$ 1,042,468**		**$ 20,101,616**
Expenditures										
Administration										
30113230-544100	C0924	ECONOMIC DEVELOPMENT PLAN	81,390	37,500	$ -	$ 43,890	$ 43,890		$ 43,890	$ -
30113230-544100	C1300	CITY ECON DEVELOPMENT TOOLKIT	289,510	202,010	-	87,500	87,500		-	87,500
30113230-544200	C1527	VETERANS MEMORIAL	105,667	75,806	-	29,861	29,861		-	29,861
30113230-544100	C2105	BUSINESS RECOVERY PROGRAM	150,000	50,000	-	100,000	100,000		-	100,000
		subtotal			***$ -***	***$ 261,251***	***$ 261,251***	***$ -***	***$ 43,890***	***$ 217,361***

CITY OF ALPHARETTA

Financial Management Reports
Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
As of July 31, 2021

Account #		Project	Project Snapshot: FY2013 - FY2021 Total Project Authorization	Prior Year Actuals	FY 2022 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Finance										
30115150-542400	C1141	TYLER ERP SYSTEM	344,043	339,242	$ -	$ 4,801	$ 4,801		$ 1,750	$ 3,051
		subtotal			***$ -***	***$ 4,801***	***$ 4,801***	***$ -***	***$ 1,750***	***$ 3,051***
Information Technology										
30117400-542400	C0900	CISCO DATA NETWORK	300,001	169,666	$ -	$ 130,335	$ 130,335	$ -	$ 16,000	$ 114,335
30117400-542400	C1000	GIS AERIAL MAPPING	50,001	36,562	-	13,439	13,439	-	9,600	3,839
30117400-542400	C1103	NETWORK AND VOIP	517,678	132,053	350,000	35,625	385,625	-	22,157	363,468
30117400-542400	C1312	BACKUP DATA STORAGE MGMT.	510,002	483,768	-	26,234	26,234	-	-	26,234
30117400-542400	C1313	TECHNOLOGY REPLACEMENT	2,862,369	2,191,370	300,000	370,999	670,999	2,372	145,985	522,642
30117400-542400	C1400	PW DATA CTR SERVER REPLACEMENT	417,504	406,908	-	10,596	10,596	-	-	10,596
30117400-542400	C1615	APP/DESKTOP VIRTUALIZATION	400,145	103,749	-	296,396	296,396	-	-	296,396
30117400-544200	C2112	IT ASSESSMENT	50,000	-	-	50,000	50,000	23,995	25,000	1,005
30117400-542400	C2201	CITY COUNCIL A/V REPLACEMENT	300,000	-	300,000	-	300,000	-	-	300,000
		subtotal			***$ 950,000***	***$ 933,624***	***$ 1,883,624***	***$ 26,367***	***$ 218,741***	***$ 1,638,516***
Municipal Court										
30126550-542400	C1222	RECORDS MANAGEMENT	39,600	15,960	$ -	$ 23,640	$ 23,640		$ 23,640	$ -
		subtotal			***$ -***	***$ 23,640***	***$ 23,640***	***$ -***	***$ 23,640***	***$ -***
Public Safety										
30131150-542200	C1202	FLEET REPLACEMENT	6,541,893	5,846,109	$ 305,000	$ 390,784	$ 695,784	$ 52,060	$ 270,258	$ 373,466
30131150-541300	C1229	PS ROOF REPAIR	706,583	425,936	-	280,647	280,647	-	212,957	67,690
30131150-542100	C1401	PS EQUIPMENT REPLACEMENT	1,282,722	1,051,202	211,000	20,520	231,520	-	70,629	160,891
30131150-541300	C1706	RAPSTC IMPROVEMENTS	492,531	173,695	-	318,836	318,836	-	102,143	216,693
30131150-542400	C2052	SECURITY SYSTEM REFRESH	132,510	109,718	-	22,792	22,792	-	16,965	5,827
30131150-542100	C2055	LICENSE PLATE READER PROGRAM	20,000	-	-	20,000	20,000	-	-	20,000
30131150-542200	C2206	RAPID RESCUE TRUCK	75,400	-	75,400	-	75,400	75,400	-	-
30131150-542100	C2207	LUCAS DEVICES	176,000	-	176,000	-	176,000	-	162,310	13,690
		subtotal			***$ 767,400***	***$ 1,053,579***	***$ 1,820,979***	***$ 127,460***	***$ 835,262***	***$ 858,257***

CITY OF ALPHARETTA

Financial Management Reports

Capital Project Funds

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

As of July 31, 2021

Account #		Project	Project Snapshot: FY2013 - FY2021 Total Project Authorization	Prior Year Actuals	FY 2022 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Public Works										
30141100-541410	C0041	TRAFFIC SIGNAL INTERCONNECT	279,780	264,467	$ -	$ 15,313	$ 15,313	$ -	$ 4,997	$ 10,316
30141100-541200	C0910	TREE REPLACEMENT FUND	1,358,701	946,999	-	411,702	411,702	-	156,826	254,876
30141100-541200	C1008	CEMETERY AUTHORITY-MAINTENANCE	474,399	184,957	-	289,442	289,442	1,713	10,278	277,451
30141100-541410	C1207	BRIDGE MAINTENANCE	465,212	45,604	150,000	269,608	419,608	-	-	419,608
30141100-541410	C1215	STRIPING & SIGNAGE	1,798,588	1,522,854	200,000	75,734	275,734	986	85,934	188,814
30141100-541410	C1217	TRAFFIC CALMING & INTERSECTION IMP	453,584	328,482	75,000	50,102	125,102	404	92,251	32,447
30141100-541410	C1218	TRAFFIC SIGNAL SYSTEM MAINTENANCE	704,267	557,528	100,000	46,739	146,739	3,200	4,600	138,939
30141100-541410	C1219	MILLING AND RESURFACING	22,174,573	20,403,711	1,224,000	546,862	1,770,862	483	87,197	1,683,183
30141100-541410	C1220	TRAFFIC CONTROL EQUIPMENT	887,491	733,438	100,000	54,053	154,053	2,498	57,414	94,141
30141100-541410	C1221	DESIGN SERVICES	868,299	745,935	75,000	47,364	122,364	-	-	122,364
30141100-542200	C1223	FLEET REPLACEMENT	1,274,452	1,069,452	205,000	-	205,000	-	-	205,000
30141100-541300	C1229	FACILITY ROOF REPLACEMENT			250,000	-	250,000	-	-	250,000
30141100-541200	C1302	TREE PLANTING & LANDSCAPING IMP	1,122,770	796,961	265,000	60,809	325,809	-	7,709	318,100
30141100-541410	C1410	RUCKER RD CORRIDOR IMPROVEMENTS	2,580,881	2,359,256	-	221,625	221,625	-	219,748	1,877
30141100-541420	C1512	SIDEWALK IMPROVEMENTS	829,802	716,116	-	113,686	113,686	-	113,686	-
30141100-541410	C1702	KIMBALL BR RD IMPROVEMENTS	6,133,355	6,110,799	-	22,556	22,556	-	22,555	1
30141100-541420	C1712	ALPHALOOP	1,345,313	981,032	-	364,281	364,281	6,228	20,931	337,122
30141100-541420	C1801	SIDEWALK MAINTENANCE/REPAIR	600,001	565,946	-	34,055	34,055	1,693	4,755	27,607
30141100-542100	C1802	PW EQUIPMENT REPLACEMENT	181,373	63,907	85,000	32,466	117,466	9,301	-	108,165
30141100-541410	C1901	TRAFFIC RESPONSIVE SYSTEM MAINT	350,000	57,538	150,000	142,462	292,462	4,585	19,985	267,892
30141100-541300	C1902	FIRE STATION RENOVATIONS	450,002	332,327	60,000	57,675	117,675	5,467	57,674	54,534
30141100-541300	C1904	PW HQ RENOVATIONS	128,037	117,030	-	11,007	11,007	-	4,952	6,055
30141100-541410	C1918	PEDESTRIAN SAFETY STUDY	296,115	271,545	-	24,570	24,570	-	24,570	-
30141100-541410	C1927	WINDWARD TRIPLE LEFT	1,150,655	765,534	-	385,121	385,121	-	384,104	1,017
30141100-541410	C1928	RUCKER RD - ROSWELL CONTRIBUTION	2,905,158	2,405,036	-	500,122	500,122	-	500,121	1
30141100-541410	C1934	WINDWARD PKWY EAST IMPROVEMENTS	11,884	-	-	11,884	11,884	-	11,884	-
30141100-541410	C1935	WINDWARD PKWY WEST IMPROVEMENTS	305,752	-	-	305,752	305,752		305,752	-
30141100-541300	C2003	HVAC REPLACEMENTS	195,001	69,925	60,000	65,076	125,076	-	-	125,076
30141100-541300	C2004	GENERATOR REPLACEMENTS	295,075	187,197	100,000	7,878	107,878	-	-	107,878
30141100-542400	C2026	TCC HARDWARE/SOFTWARE	120,000	52,175	60,000	7,825	67,825	520	1,760	65,545

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Account #		Project	Project Snapshot: FY2013 - FY2021 Total Project Authorization	Prior Year Actuals	FY 2022 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
30141100-541410	C2048	STREETLIGHT MAINTENANCE	189,078	49,890	80,000	59,188	139,188	-	40,429	98,759
30141100-542400	C2049	TRAFFIC CONTROL CTR MAINTENANCE	60,001	39,030	-	20,971	20,971	4,780	16,190	1
30141100-541500	C2050	REC FACILITY MAINTENANCE	90,000	19,395	30,000	40,605	70,605	-	-	70,605
30141100-541300	C2053	PARKING GARAGE MAINTENANCE	45,350	20,350	25,000	-	25,000	-	-	25,000
30141100-541410	C2113	ENCORE GREENWAY GATEWAY	230,000	-	-	230,000	230,000	-	230,000	-
30141100-544200	C2200	CITY TRASH RECEPTACLE SERVICE	50,000	-	50,000	-	50,000	-	-	50,000
30141100-541410	C2209	SCRAMBLE INTERSECTION	103,160	-	-	103,160	103,160	-	103,160	-
		subtotal			***$ 3,344,000***	***$ 4,629,693***	***$ 7,973,693***	***$ 41,857***	***$ 2,589,462***	***$ 5,342,373***
Recreation, Parks & Cultural Services										
30161150-541500	C0922	SYNTHETIC TURF REPLACEMENT	500,000	-	$ 500,000	$ -	$ 500,000	$ -	$ -	$ 500,000
30161150-541500	C1221	DESIGN SERVICES	202,185	169,735	20,000	12,450	32,450	-	12,450	20,000
30161150-542200	C1232	FLEET	275,000	-	275,000	-	275,000	-	-	275,000
30161150-542100	C1402	RP EQUIPMENT REPLACEMENT	700,059	519,199	122,000	58,860	180,860	59,174	70,196	51,490
30161150-541500	C1520	WILLS PARK TENNIS CT RESURFACE	60,000	-	-	60,000	60,000	-	38,438	21,562
30161150-541500	C1614	THE STORIES PROJECT	50,000	28,249	12,500	9,251	21,751	-	-	21,751
30161150-541510	C1636	GREENWAY REPAIR AND MAINTENANCE	752,169	352,969	250,000	149,200	399,200	-	22,955	376,245
30161150-541300	C1708	GREENWAY EXT TO FORSYTH COUNTY	246,127	234,037	-	12,090	12,090	-	11,869	221
30161150-541500	C1804	PARK REPAIRS/IMPROVEMENTS	520,876	393,638	125,000	2,238	127,238	-	70,077	57,161
30161150-541500	C1806	PARKS PLAYGROUND EQUIPMENT	340,720	150,570	100,000	90,150	190,150	-	86,466	103,684
30161150-544100	C1807	PUBLIC ARTS PROGRAM	191,000	144,500	-	46,500	46,500	-	25,500	21,000
30161150-541500	C1920	PARK DEVELOPMENT	566,308	532,701	-	33,607	33,607	-	24,089	9,518
30161150-541500	C1926	NORTHSIDE MOU (PARKS)	120,000	110,721	-	9,279	9,279	-	4,400	4,879
30161150-541500	C1929	COMMUNITY AGRICULTURE PROGRAM	24,860	15,693	-	9,167	9,167	(655)	-	9,822
30161150-541500	C2010	PARK ENHANCEMENTS	420,001	287,299	120,000	12,702	132,702	6,292	38,288	88,122
30161150-541500	C2031	INNOVATION ACADEMY IGA	250,000	138,940	-	111,060	111,060	90,246	20,813	1
30161150-541500	C2051	FOUNTAIN MAINTENANCE	50,001	23,559	-	26,442	26,442	-	-	26,442
30161150-541500	C2202	ATHELETIC COURTS RESURFACING	60,000	-	60,000	-	60,000		-	60,000
		subtotal			***$ 1,584,500***	***$ 642,996***	***$ 2,227,496***	***$ 155,056***	***$ 425,543***	***$ 1,646,897***

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General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
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Account #		Project	Project Snapshot: FY2013 - FY2021 Total Project Authorization	Prior Year Actuals	FY 2022 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Community Development										
30174150-544100	C0019	DOWNTOWN PARKING FUND	576,749	297,748	$ -	$ 279,001	$ 279,001	$ -	$ -	$ 279,001
30174150-544200	C1129	COMPREHENSIVE PLAN UPDATE	30,001	19,940	-	10,061	10,061	-	-	10,061
30174150-541410	C1603	DESIGN SERVICES	436,003	295,325	60,000	80,678	140,678	-	45,864	94,814
30174150-541410	C2107	NORTH POINT PARKWAY IMPROVEMENTS	78,500	24,375	-	54,125	54,125	850	53,275	0
30174150-542400	C2111	COMMUNITY DEVELOPMENT EQUIPMENT	21,000	1,978	-	19,022	19,022	-	-	19,022
		subtotal			***$ 60,000***	***$ 442,887***	***$ 502,887***	***$ 850***	***$ 99,139***	***$ 402,898***
Alpharetta Business Community Sidewalk Projects										
30176100-541420	C1712	ALPHALOOP	689,188	681,000	$ -	$ 8,188	$ 8,188	$ -	$ -	$ 8,188
		subtotal			***$ -***	***$ 8,188***	***$ 8,188***	***$ -***	***$ -***	***$ 8,188***
Non-Departmental										
30190200-579000		NON-ALLOCATED			$ 1,360,899	$ 1,088,070	$ 2,448,969	$ -	$ -	$ 2,448,969
30190200-579011		MATCH (GRANTS UNDER REVIEW)			-	56,000	56,000	-	-	56,000
30190200-521200		PROFESSIONAL SERVICES			-	14,132	14,132	-	14,132	0
30190200-579000	C1618	RESERVE FOR CONFERENCE CENTER HOTEL RECAPTURE			-	3,918,424	3,918,424	-	-	3,918,424
		subtotal			***$ 1,360,899***	***$ 5,076,626***	***$ 6,437,525***	***$ -***	***$ 14,132***	***$ 6,423,393***
		Total			**$ 8,066,799**	**$ 13,077,285**	**$ 21,144,084**	**$ 351,590**	**$ 4,251,560**	**$ 16,540,934**

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Stormwater Capital Fund Detail (Fund 302; life-to-date for all projects)
As of July 31, 2021

		Project Snapshot: FY2017 - FY2021		FY 2022					
Account #	Project	Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue									
Non-Departmental									
30290200-361000	INTEREST EARNINGS			$ -	$ -	$ -	$ 32		$ (32)
30290200-363000	UNREALIZED GAIN/LOSS INV			-	-	-	1,837		(1,837)
30290200-391100	TRANSFER IN/GENERAL FUND MATCH			1,520,000	-	1,520,000	253,333		1,266,667
30290200-395000	CARRYFORWARD FUND BALANCE			-	1,470,037	1,470,037			1,470,037
	Total			**$ 1,520,000**	**$ 1,470,037**	**$ 2,990,037**	**$ 255,202**	**$ -**	**$ 2,734,835**
Expenditures									
Public Works									
30241100-541430 C1216	SW DRAINAGE MAINTENANCE	851,906	468,953	$ 200,000	$ 182,953	$ 382,953	$ 893	$ 156,323	$ 225,737
30241100-541430 C1308	SW PIPE & STRUCTURE R&M	7,499,214	5,683,005	750,000	1,066,209	1,816,209	-	714,589	1,101,620
30241100-541430 C1503	STORMWATER STUDIES	500,001	219,387	200,000	80,614	280,614	15,650	37,730	227,234
30241100-541430 C1604	STORMWATER INSPECTIONS	544,055	378,924	120,000	45,131	165,131	-	45,131	120,000
30241100-541430 C2208	MEADOW BROOK HILLS DRAINAGE	250,000	-	250,000	-	250,000	-	-	250,000
30261150-541430 C1919	WILLS PARK STREAM RESTORATION	28,370	7,214	-	21,156	21,156	-	-	21,156
	subtotal			**$ 1,520,000**	**$ 1,396,063**	**$ 2,916,063**	**$ 16,543**	**$ 953,773**	**$ 1,945,747**
Non-Departmental									
30290200-579000	NON-ALLOCATED			$ -	$ 73,974	$ 73,974	$ -	$ -	$ 73,974
	subtotal			***$ -***	***$ 73,974***	***$ 73,974***	***$ -***	***$ -***	***$ 73,974***
	Total			**$ 1,520,000**	**$ 1,470,037**	**$ 2,990,037**	**$ 16,543**	**$ 953,773**	**$ 2,019,721**

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Financial Management Reports
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American Rescue Act Fund Detail (Fund 303; life-to-date for all projects)
As of July 31, 2021

		Project Snapshot: FY2017 - FY2021		FY 2022					
Account #	Project	Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue									
General Government									
30390200-331350	FEDERAL GRANT - CAPITAL INDIRECT	-	-	6,644,511	-	6,644,511	-	-	6,644,511
	Total			**$ 6,644,511**	**$ -**	**$ 6,644,511**	**$ -**		**$ 6,644,511**
Expenditures									
Public Works									
30341100-541410 C1219	MILLING & RESURFACING	1,176,000	-	$ 1,176,000	$ -	$ 1,176,000	$ -	$ -	$ 1,176,000
30341100-541430 C1308	PIPE / STORM STRUCTURE REPLACEDMENT	2,144,511	-	2,144,511	-	2,144,511	-	-	2,144,511
30341100-541420 C1801	SIDEWALK MAINTENANCE/REPAIR	1,324,000	-	1,324,000	-	1,324,000	-	-	1,324,000
	subtotal			**$ 4,644,511**	**$ -**	**$ 4,644,511**	**$ -**	**$ -**	**$ 4,644,511**
Recreation, Parks & Cultural Services									
30361150-541500 C1636	GREENWAY REPAIR/MAINTENANCE	2,000,000	-	2,000,000	-	2,000,000	-	-	2,000,000
	subtotal			**$ 2,000,000**	**$ -**	**$ 2,000,000**	**$ -**	**$ -**	**$ 2,000,000**
	Total			**$ 6,644,511**	**$ -**	**$ 6,644,511**	**$ -**	**$ -**	**$ 6,644,511**

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Financial Management Reports
Capital Project Funds
Parks and Transportation Bond Fund Detail (Fund 317; life-to-date for all projects)
As of July 31, 2021

			Project Snapshot: FY2017 - FY2021		FY 2022					
Account #		Project	Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue										
31790200-395000		CARRYFORWARD FUND BALANCE			$ -	$ 5,125,103	$ 5,125,103	$ -		$ 5,125,103
31790200-389000		MISCELLANEOUS REVENUS			-	108,000	108,000	-		108,000
31790200-361000		INTEREST EARNINGS			-	-	-	237		(237)
		subtotal			***$ -***	***$ 5,233,103***	***$ 5,233,103***	***$ 237***		***$ 5,232,866***
		Total			**$ -**	**$ 5,233,103**	**$ 5,233,103**	**$ 237**		**$ 5,232,866**
Expenditures										
31741100-541410	C1410	RUCKER RD CORRIDOR	14,849,965	14,651,644	$ -	$ 198,321	$ 198,321	$ -	$ 198,321	$ 0
31741100-541410	C1631	MCGINNIS RD IGA (FORSYTH)	3,400,000	2,086,791	-	1,313,209	1,313,209	90,800	-	1,222,409
31741100-541410	C1702	KIMBALL BR RD IMPROVEMENTS	9,847,283	7,282,602	-	2,564,681	2,564,681	-	2,527,804	36,877
31741100-541420	C1712	ALPHALOOP	500,002	302,812	-	197,190	197,190	-	-	197,190
31741100-541420	C1715	BETHANY/MAYFIELD ROUNDABOUT	300,899	299,137	-	1,762	1,762	-	-	1,762
31741100-541420	C1826	SPRUELL CIRCLE SIDEWALK	308,628	232,819	-	75,809	75,809	-	75,808	1
31741100-541420	C1829	PROVIDENCE AREA SIDEWALKS	1,023,622	738,045	-	285,577	285,577	-	4,108	281,469
31741100-541420	C1925	MORRISON PARKWAY SIDEWALKS	921,835	715,705	-	206,130	206,130	-	177,804	28,326
31761150-541300	C1708	GREENWAY EXT TO FORSYTH	9,836,688	9,785,098	-	51,590	51,590	-	51,589	1
31761150-541300	C1709	EASTSIDE COMMUNITY CTR	2,519,187	2,428,687	-	90,500	90,500	-	90,500	0
31741100-579000		PW RESERVE	199,148	-	-	199,148	199,148		-	199,148
31761150-579000		PARKS RESERVE	49,186	-	-	49,186	49,186	-	-	49,186
		Total			**$ -**	**$ 5,233,103**	**$ 5,233,103**	**$ 90,800**	**$ 3,125,934**	**$ 2,016,369**

CITY OF ALPHARETTA

Financial Management Reports
Capital Project Funds
TSPLOST Fund Detail (Fund 335; life-to-date for all projects)
As of July 31, 2021

Account #		Project	Project Snapshot: FY2017 - FY2021 Total Project Authorization	Prior Year Actuals	FY 2022 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue										
Non-Departmental										
33590200-395000		CARRYFORWARD FUND BALANCE			$ 17,160,000	$ 16,141,414	$ 33,301,414	$ -		$ 33,301,414
33590200-313400		TSPLOST			7,615,000	-	7,615,000	1,131,821		6,483,180
33541100-361000		INTEREST EARNINGS			225,000	-	225,000	1,250		223,750
		Total			**$ 25,000,000**	**$ 16,141,414**	**$ 41,141,414**	**$ 1,133,070**		**$ 40,008,344**
Expenditures										
Administration										
33541100-541410		ROADWAY IMPROVEMENTS	121,980	96,301	$ -	$ 25,679	$ 25,679	$ -	$ 25,679	$ 0
33541100-541410	C1631	MCGINNIS RD IGA (FORSYTH)	5,400,000	69,300	-	5,330,700	5,330,700	-	-	5,330,700
33541100-541410	C1713	KIMBALL BR RD OP IMPROVEMENTS	1,359,742	1,066,827	-	292,915	292,915	-	247,504	45,411
33541100-541410	C1714	BETHANY RD @ MID BROADWELL RD	1,174,152	1,174,001	-	151	151		-	151
33541100-541410	C1715	BETHANY RD @ MAYFIELD RD	1,649,038	1,648,759	-	279	279		-	279
33541100-541410	C1717	OLD MILTON PKWY CAPACITY IMP	5,579,474	1,297,996	2,000,000	2,281,478	4,281,478	-	2,281,477	2,000,001
33541100-541410	C1800	HAYNES BRIDGE RD IMP	197,826	187,598	-	10,228	10,228	-	10,228	0
33541100-541410	C1932	ACADEMY ST IMPROVEMENTS	289,575	275,490	-	14,085	14,085	-	14,085	-
33541100-541410	C1933	WEBB BRIDGE RD IMPROVEMENTS	23,876,397	714,183	23,000,000	162,214	23,162,214	-	162,213	23,000,001
33541100-541410	C1934	WINDWARD PKWY EAST IMPROVEMENTS	1,615,349	930,761	-	684,588	684,588	-	684,074	514
33541100-541410	C1935	WINDWARD PKWY WEST IMPROVEMENTS	996,284	800,330	-	195,954	195,954	-	177,978	17,976
33541100-541410	C2054	GA 400 BRIDGES (WEBB; KIMBALL)	4,886,001	737,429	-	4,148,572	4,148,572	-	4,148,571	1
33541100-541410	C2104	WEBB BR RD (NPP TO GREENWAY)	692,508	192,845	-	499,663	499,663	-	499,663	0
33541100-541410	C2113	ENCORE GREENWAY GATEWAY	230,001	55,097	-	174,904	174,904	-	174,903	1
33541100-541410	C2211	WEBB BRIDGE RD PHASE 1	874,800	-	-	874,800	874,800	-	874,800	-
33561150-541300	C1708	GREENWAY EXTENSION TO FORSYTH	1,000,000	799,437	-	200,563	200,563	-	200,563	0
33590200-579000		CONTINGENCY			-	1,244,641	1,244,641	-	-	1,244,641
		Total			**$ 25,000,000**	**$ 16,141,414**	**$ 41,141,414**	**$ -**	**$ 9,501,739**	**$ 31,639,675**

SPECIAL REVENUE FUNDS WITH CAPITAL PROJECTS

Revenue & Expenditure Report

CITY OF ALPHARETTA

Financial Management Reports
Special Revenue Funds
Confiscated Assets Fund (Fund 210; life-to-date for active projects)
As of July 31, 2021

		Project Snapshot: FY2013 - FY2021		FY 2022					
Account #	Project	Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue									
DEA									
21031110-351300	CONFISCATION/FEDERAL SEIZURE	2,979,215	2,979,215	$ -	$ -	$ -	$ 59,628		$ (59,628)
21031110-361000	INTEREST EARNINGS			-	-	-	-		-
21031110-395000	CARRYFORWARD FUND BALANCE			-	64,142	64,142	-		64,142
	Total			**$ -**	**$ 64,142**	**$ 64,142**	**$ 59,628**		**$ 4,514**
Expenditures									
DEA									
21031110-51*	PERSONNEL SERVICES	1,946,162	1,946,162	$ -	$ -	$ -		$ -	$ -
21031110-579000	CONTINGENCY	-	-	-	64,142	64,142		-	64,142
	Total			**$ -**	**$ 64,142**	**$ 64,142**	**$ -**	**$ -**	**$ 64,142**

CITY OF ALPHARETTA

Financial Management Reports
Special Revenue Funds
State Confiscated Assets Fund (Fund 211; life-to-date for active projects)
As of July 31, 2021

Account #	Project	Project Snapshot: FY2019 - FY2021 Total Project Authorization	Prior Year Actuals	FY 2022 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue									
State									
21131120-351301	CONFISCATION/STATE SEIZURE	276,996	276,996	$ -	$ -	$ -			$ -
21131120-391210	TRANSFER IN/DEA FUND			-	-	-	-		-
21131120-395000	CARRYFORWARD FUND BALANCE			-	126,967	126,967	-		126,967
	subtotal			***$ -***	***$ 126,967***	***$ 126,967***	***$ -***		***$ 126,967***
	Total			**$ -**	**$ 126,967**	**$ 126,967**	**$ -**		**$ 126,967**
Expenditures									
State									
21131120-532400	NON-RECURRING EXPENSES	303,771	176,804	$ -	$ 126,967	$ 126,967	$ 53,224	$ -	$ 73,743
	subtotal			***$ -***	***$ 126,967***	***$ 126,967***	***$ 53,224***	***$ -***	***$ 73,743***
	Total			**$ -**	**$ 126,967**	**$ 126,967**	**$ 53,224**	**$ -**	**$ 73,743**

CITY OF ALPHARETTA

Financial Management Reports
Special Revenue Funds
Impact Fee Fund (Fund 270; life-to-date for active projects)
As of July 31, 2021

Account #		Project	Project Snapshot: FY2013 - FY2021 Total Project Authorization	Prior Year Actuals	FY 2022 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue										
27074110-341321		IMPACT FEES STREETS & HIGHWAYS	2,480,557	2,480,557	$ -	$ -	$ -	$ 67,907		$ (67,907)
27074110-341323		IMPACT FEES RECREATION & PARKS	5,775,234	5,775,234	-	-	-	251,295		(251,295)
27074110-341324		IMPACT FEES PUBLIC SAFETY	914,362	914,362	-	-	-	11,374		(11,374)
		subtotal			***$ -***	***$ -***	***$ -***	***$ 330,576***		***$ (330,576)***
Non-Departmental										
27074110-395000		CARRYFORWARD FUND BALANCE			$ 1,443,100	$ 2,383,633	$ 3,826,733	$ -		$ 3,826,733
27074110-363000		UNREALIZED GAIN/LOSS			-	-	-	4,081		(4,081)
27074110-361000		INTEREST EARNINGS			-	-	-	70		(70)
		subtotal			***$ 1,443,100***	***$ 2,383,633***	***$ 3,826,733***	***$ 4,151***		***$ 3,822,582***
		Total			**$ 1,443,100**	**$ 2,383,633**	**$ 3,826,733**	**$ 334,728**		**$ 3,492,005**
Expenditures										
Public Safety										
27031150-544200	C2206	RAPID RESCUE TRUCK	124,600	-	$ 124,600	$ -	$ 124,600	$ 124,100	$ -	$ 500
		subtotal			***$ 124,600***	***$ -***	***$ 124,600***	***$ 124,100***	***$ -***	***$ 500***
Public Works										
27041100-541410	C1410	RUCKER RD CORRIDOR	1,150,001	781,665	$ -	$ 368,336	368,336	$ -	$ 97,419	$ 270,917
27041100-541410	C1723	TEASLEY ST IMPROVEMENTS	56,925	38,125	-	18,800	18,800	-	-	18,800
27041100-541410	C2012	HOPEWELL/VAUGHAN ROUNDABOUT	28,205	16,553	-	11,652	11,652	-	11,652	-
27041100-541410	C2107	NORTH POINT PARKWAY IMPROVEMENTS	1,250,000	-	1,250,000	-	1,250,000	-	-	1,250,000
		subtotal			***$ 1,250,000***	***$ 398,788***	***$ 1,648,788***	***$ -***	***$ 109,071***	***$ 1,539,717***
Recreation, Parks & Cultural Services										
27061150-541200	C1708	GREENWAY EXT TO FORSYTH	1,251,403	1,130,190	$ -	$ 121,213	$ 121,213		$ 121,212	$ 1
		subtotal			***$ -***	***$ 121,213***	***$ 121,213***	***$ -***	***$ 121,212***	***$ 1***
Non-Departmental										
27074110-521200		PROFESSIONAL SERVICES			$ 68,500	$ -	$ 68,500	$ -	$ -	$ 68,500
27074110-579001		NON-ALLOCATED STREETS & HIGHWAYS			-	273,774	273,774	-	-	273,774
27074110-579002		NON-ALLOCATED RECREATION & PARKS			-	1,020,393	1,020,393	-	-	1,020,393
27074110-579003		NON-ALLOCATED PUBLIC SAFETY			-	69,465	69,465	-	-	69,465
27041100-579011		MATCH (GRANTS UNDER REVIEW)			-	500,000	500,000	-	-	500,000
		subtotal			***$ 68,500***	***$ 1,863,632***	***$ 1,932,132***	***$ -***	***$ -***	***$ 1,932,132***
		Total			**$ 1,443,100**	**$ 2,383,633**	**$ 3,826,733**	**$ 124,100**	**$ 230,283**	**$ 3,472,350**

CITY OF ALPHARETTA

Financial Management Reports
Special Revenue Funds
Hotel/Motel Fund (Fund 275; life-to-date for active projects)
As of July 31, 2021

Account #		Project	Project Snapshot: FY2013 - FY2021 Total Project Authorization	Prior Year Actuals	FY 2022 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue										
27590150-314100		HOTEL/MOTEL TAXES	58,288,186	52,788,186	$ 5,500,000	$ -	$ 5,500,000	$ 638,870		$ 4,861,130
27590150-319201		PENALTY/INTEREST HOTEL/MOTEL TAXES	20,654	20,654	-	-	-	3,105		(3,105)
27590150-363000		UNREALIZED GAIN/LOSS			-	-	-	1,464		(1,464)
27590150-361000		INTEREST EARNINGS			10,000	-	10,000	25		9,975
		subtotal			***$ 5,510,000***	***$ -***	***$ 5,510,000***	***$ 643,465***		***$ 4,866,535***
Non-Departmental										
27590150-395000		CARRYFORWARD FUND BALANCE			$ 304,713	$ 1,016,540	$ 1,321,253	$ -		$ 1,321,253
		subtotal			***$ 304,713***	***$ 1,016,540***	***$ 1,321,253***	***$ -***		***$ 1,321,253***
		Total			**$ 5,814,713**	**$ 1,016,540**	**$ 6,831,253**	**$ 643,465**		**$ 6,187,788**
Expenditures										
Alpharetta Convention & Visitors Bureau										
27590150-572002		ALPHA CONV & VISITORS BUREAU DISTRIBUTION	25,337,220	22,930,970	$ 2,406,250	$ -	$ 2,406,250	$ 258,231	$ -	$ 2,148,020
		subtotal			***$ 2,406,250***	***$ -***	***$ 2,406,250***	***$ 258,231***	***$ -***	***$ 2,148,020***
City/Other										
27590150-521200		PROFESSIONAL SERVICES	29,115	23,115	$ 6,000	$ -	$ 6,000	$ 2,915	$ -	$ 3,085
27590150-579006		DEBT SERVICE RESERVE	137,518	-	-	137,518	137,518	-	-	137,518
27590150-611100		CITY OF ALPHARETTA DISTRIBUTION	22,116,329	20,053,829	2,062,500	-	2,062,500	221,340	-	1,841,160
		subtotal			***$ 2,068,500***	***$ 137,518***	***$ 2,206,018***	***$ 224,255***	***$ -***	***$ 1,981,763***
Tourism Product Development										
27590150-541500	C1911	EQUESTRIAN CENTER	250,000	37,810	$ -	$ 212,190	$ 212,190	$ -	$ -	$ 212,190
27590450-541500	C2011	WILLS PARK MASTER PLAN	850,001	183,169	-	666,832	666,832	-	57,450	609,382
27590151-581100	D1600	PRINCIPAL (2016 CONF CTR BOND)	1,535,000	940,000	595,000	-	595,000		-	595,000
27590151-582100	D1600	INTEREST PAYMENT (2016 CONF CTR BOND)	4,628,442	3,883,479	744,963	-	744,963		-	744,963
		subtotal			***$ 1,339,963***	***$ 879,022***	***$ 2,218,985***	***$ -***	***$ 57,450***	***$ 2,161,535***
		Total			**$ 5,814,713**	**$ 1,016,540**	**$ 6,831,253**	**$ 482,486**	**$ 57,450**	**$ 6,291,317**

OTHER REPORTS

Payments $5,000 and Greater

CITY OF ALPHARETTA

Financial Management Reports

Listing of Payments $5,000 and greater

for the month ended July 31, 2021

Vendor	Description	Department	$ Amount
AB Gymnastics LLC	Gymnastic Instructor	Rec., Parks & Cultural Svcs	$ 9,465.75
Ace American Insurance Company (wire)	Workers Comp Claims	Risk Management	$ 13,740.55
AECOM Technical Services Inc	Old Milton Parkway Capacity	Public Works	$ 36,362.50
AFLAC	Premium Payment	Finance	$ 9,190.96
Alpharetta Convention & Visitors Bureau	Hotel/Motel Occupancy Tax Allocation	Finance	$ 258,230.50
American Facility Services	Janitorial Services	Public Works	$ 13,547.04
AMT Fleet Services Inc	Vehicle Maintenance/Repair and Rental	Rec., Parks & Cultural Svcs	$ 7,952.19
Arturo's Painting & More LLC	Facility Maintenance	Public Works	$ 6,650.00
AT&T/Bellsouth @ 85 Annex	Telephone Services	Information Technology	$ 5,630.25
AT&T/Bellsouth @ 85 Annex	Telephone Services	Information Technology	$ 26,133.12
Atkins North America Inc	Project Management Services	Public Works	$ 12,049.03
Atkins North America Inc	Roadway Improvements	Public Works	$ 12,052.75
Bartow Paving Company Inc	Milling and Resurfacing	Public Works	$ 638,311.94
Bonfire Interactive	Annual Service Contract	Finance	$ 23,993.89
Brit Insurance Services USA Inc	Claim Deductible	Risk Management	$ 10,000.00
Butch Thompson Enterprises Inc	Lynne Circle Pipes	Public Works	$ 6,687.50
Carl Black Buick GMC LLC	Vehicle Maintenance and Repair	Public Safety	$ 24,651.96
Carl Black Buick GMC LLC	Vehicle Maintenance and Repair	Public Safety	$ 9,788.63
CDW LLC	Cisco Smartnet	Information Technology	$ 18,778.00
City of Roswell	FY21 Training Center	Public Safety	$ 25,326.75
CMES Inc	Kimball Bridge Rd Improvements	Public Works	$ 737,768.73
Corporate Health Partners LLC	Employee Wellness Program	Finance	$ 56,076.90
Crabapple Turf Management Inc	Ground Maintenance and Repairs	Rec., Parks & Cultural Svcs	$ 5,389.30
DAF Concrete Inc	Sidewalk Maintenance and Repairs	Public Works	$ 48,120.00
Data Media Associates LLC	Printing Statements and Mailing	Finance	$ 11,956.34
Dell Marketing LP	Technology Replacement	Information Technology	$ 51,366.19

CITY OF ALPHARETTA

Financial Management Reports

Listing of Payments $5,000 and greater

for the month ended July 31, 2021

Vendor	Description	Department	$ Amount
Dewberry Consultants LLC	Lake Windward Dam Maintenance	Public Works	$ 6,365.00
Dream House Painting Inc	City Hall Renovations	Public Works	$ 12,225.00
Ed Castro Landscape Inc	Landscape Maintenance	Rec., Parks & Cultural Svcs	$ 14,244.58
Ed Castro Landscape Inc	Landscape Maintenance	Rec., Parks & Cultural Svcs	$ 8,035.58
Environmental Systems Research Institute Inc	Annual Small Government Enterprise Agreement	Information Technology	$ 60,500.00
Fran Shoenthal	Court Solicitor	Municipal Courts	$ 6,050.00
Fulton County Board of Commissioners	Municipal Court Fines	Public Safety	$ 6,427.50
Fulton County Board of Education	Fuel Bill	Finance	$ 42,895.51
Fulton County Dept of Registration & Elections	November 2, 2021 General Municipal Election	City Administration	$ 138,102.00
Galls Inc	Uniforms	Public Safety	$ 6,220.66
Georgia Interlocal Risk Management Agency	Firefighters Cancer Benefit	Public Safety	$ 8,069.62
Georgia Power Co	Power Bill	Finance	$ 174,250.84
Georgia Superior Court Clerk's	June 2021 State Report	Municipal Courts	$ 28,651.81
Government.Com Inc	Annual Software License	Human Resources	$ 28,145.84
Greentree Shavings LLC	Premium Flakes	Rec., Parks & Cultural Svcs	$ 5,740.00
Greentree Shavings LLC	Premium Flakes	Rec., Parks & Cultural Svcs	$ 5,740.00
Harmon Solutions LLC	Fire Station Renovations	Public Works	$ 52,079.62
Home by Dark Productions LLC	Brooke Street Park Performance	Rec., Parks & Cultural Svcs	$ 30,000.00
Icon Enterprises Inc	Civic Clerk Annual Renewal	City Administration	$ 14,306.04
Integrated Construction and Nobility Inc	Wills Park Creek Crossing	Public Works	$ 36,825.00
IPR Southeast LLC	Stormwater Drainage Repair	Public Works	$ 75,410.00
J&J Computer Connection Inc	PrinterLogic	Finance	$ 8,670.00
James Carr Sandblasting & Painting Inc	Sandblast and Painting at the Stadium	Rec., Parks & Cultural Svcs	$ 31,981.00
Jamie C Gessner	Tennis Instructor	Rec., Parks & Cultural Svcs	$ 6,454.32
Jones Contracting Group LLC	Plumbing Repairs and Painting	Rec., Parks & Cultural Svcs	$ 7,025.00
Killer Creek Harley-Davidson	2021 Replacement Motorcycles	Public Safety	$ 51,992.80

CITY OF ALPHARETTA

Financial Management Reports

Listing of Payments $5,000 and greater

for the month ended July 31, 2021

Vendor	Description	Department	$ Amount
Layer 3 Communications LLC	Consulting Services	Information Technology	$ 23,995.00
LCS Pressure Washing Inc	Facility Maintenance and Repairs	Public Works	$ 6,825.00
LD Gymnastics Inc	Gymnastic Instructor	Rec., Parks & Cultural Svcs	$ 13,010.25
MAS Onsite Services LLC	Wills Park Equestrian Stall Cleaning	Rec., Parks & Cultural Svcs	$ 9,486.23
Mason Tractor Company Inc	Kubota Bucket	Rec., Parks & Cultural Svcs	$ 39,750.00
Netplanner Systems Inc	Centralized Sever Installed	Public Safety	$ 104,401.05
North Fulton Regional Radio Sys Auth	Radio Frequency Access Service	Public Safety	$ 154,584.85
North Georgia Amateur Umpire Assoc	July 2021 Umpires	Rec., Parks & Cultural Svcs	$ 5,250.00
PB Parent LLC	Sprinkler Maintenance and Repair	Public Works	$ 6,950.00
Peace Officers Annuity & Benefit Fund of Georgia	June 2021 State Reports	Municipal Courts	$ 6,582.50
Pond & Company	AlphaLoop	Public Works	$ 12,110.00
Pond & Company	Webb Bridge Road Improvements	Public Works	$ 120,063.11
Popcorn Media LLC	Movie Star Camp	Rec., Parks & Cultural Svcs	$ 10,050.00
Praetorian Group Inc	Platform and Mobile Solution Maintenance Contract	Public Safety	$ 6,900.00
Republic Services Inc	Waste Management Services	Finance	$ 446,032.52
Republic Services Inc	Waste Management Services	Finance	$ 440,337.96
Republic Services Inc	Waste Management Services	Finance	$ 7,717.13
Ruppert Landscape	Landscape Maintenance	Public Works	$ 45,103.72
Russell Landscape LLC	Landscape Maintenance	Public Works	$ 17,026.16
Savatree LLC	Landscape Maintenance	Rec., Parks & Cultural Svcs	$ 18,522.00
Saville & Company Inc	FY2022 Insurance Renewal Package	Risk Management	$ 596,516.00
Sawnee Electric Membership Corp	Electrical Services	Finance	$ 33,238.36
SHI International Corp	Annual Carbon Black Cloud Renewal	Information Technology	$ 26,032.50
SHI International Corp	Azure Cloud	Information Technology	$ 15,540.14
Strategic Government Resources	Economic Development Director	Human Resources	$ 8,368.11
Summit Construction & Development	AlphaLoop and Released Retainage	Public Works	$ 54,000.93

CITY OF ALPHARETTA

Financial Management Reports

Listing of Payments $5,000 and greater

for the month ended July 31, 2021

Vendor	Description	Department	$ Amount
SunTrust P-Card (wire)	Procurement Card Payment	Finance	$ 217,405.99
SunTrust P-Card (wire)	E-Payables Payment	Finance	$ 21,718.69
Tech Alpharetta Inc	ATC Operational Funds	Development Authority	$ 7,916.67
Tech Alpharetta Inc	ATC Operational Funds	Development Authority	$ 7,916.67
Tetra Tech Inc	Stormwater Studies	Public Works	$ 33,750.00
The Cincinnati Life Insurance Company	Premium Payment for Employee Life Insurance	Finance	$ 5,361.68
The Spyglass Group LLC	Annual Spyglass Fee	Information Technology	$ 6,000.00
The Summit Counseling Center Inc	COVID Drawdown Request 5	Finance	$ 5,793.30
Thinkgard LLC	Datagard	Information Technology	$ 9,469.96
Tioman Construction	Striping and Signage	Public Works	$ 18,370.89
Tri Scapes Inc	Ground Maintenance and Repairs	Rec., Parks & Cultural Svcs	$ 32,265.41
Tri Scapes Inc	Landscape Maintenance and Repairs	Rec., Parks & Cultural Svcs	$ 9,969.83
Tyler Technologies Inc	Tyler ERP System	Finance	$ 5,000.00
USI Insurance Services National Inc	FY2022 Fees Broker	Risk Management	$ 50,000.00
USI Insurance Services National Inc (wire)	Workers Comp Insurance	Risk Management	$ 175,839.46
Utilicom Supply Associates	Traffic Signal and Equipment	Public Works	$ 14,012.55
Utility Asset Management Inc	Pipe Fittings and Pipe Maintenance	Public Works	$ 136,756.00
Utility Trailer Sales Company of Georgia LLC	Trailer Replacement	Public Works	$ 9,300.55
Verizon Wireless Services LLC	Wireless Service and Equipment	Information Technology	$ 22,881.69
Vertical Communications LLC	Fiber Splice	Public Works	$ 8,516.00
Vertical Earth	Windward Triple Left Improvement	Public Works	$ 250,049.41

OTHER REPORTS

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

CITY OF ALPHARETTA

Financial Management Reports

Listing of PO's between $5,000.01 and $50,000.00

for the month ended July 31, 2021

Purchase Order #	Vendor	Department	Purchase Order Amt.	Description
22000000	Bonfire Interactive	Finance	$ 23,993.89	Procurement and contract software renewal
22000003	Premier Events LLC	Rec, Parks & Cultural Services	$ 12,500.00	Event management services for Wire & Wood
22000004	Biddle Consulting Group Inc	Public Safety	$ 5,495.00	Annual online software subscription license renewal
22000005	Innovative Data Solutions	Public Safety	$ 7,435.92	Annual policy client license renewal
22000006	GRM Information Management Services	Administration	$ 29,420.00	Records management storage
22000009	Georgia Technology Authority	Public Safety	$ 16,500.00	GCIC terminal fees for background checks and GCIC connection/WAN service for jail
22000010	One Source Counseling and Employee	Finance	$ 17,364.00	Employee assistance program
22000012	Netplanner Systems Inc	Public Safety	$ 6,343.24	Labor and installation of jail back gate
22000015	Bound Tree Medical LLC	Public Safety	$ 30,000.00	EMS supplies
22000020	Comfort by Design	Public Works	$ 30,435.84	HVAC maintenance
22000021	Watt Commercial Sweeping	Public Works	$ 7,920.00	Sweeping services for Park Plaza and Milton Ave parking decks
22000022	Thyssenkrupp Elevator Corp	Public Works	$ 10,638.48	City Hall, Park Plaza parking deck and Milton Ave parking deck elevator maintenance
22000023	Arrow Exterminators	Public Works	$ 12,504.00	Monthly pest control services for multiple city facilities
22000024	Home by Dark Productions LLC	Rec, Parks & Cultural Services	$ 30,000.00	Brooke Street Park Concert Series
22000025	Watt Commercial Sweeping	Public Works	$ 30,819.50	Street sweeping services
22000026	Utility Trailer Sales Company of Georgia LLC	Public Works	$ 9,300.55	Trailer maintenance and repair
22000027	Lee B Whiteside	Municipal Court	$ 7,200.00	Substitute judge fees
22000030	Icon Enterprise Inc	Administration	$ 14,306.04	Annual renewal for agenda management software
22000031	Governmentjobs.com Inc	Human Resources	$ 28,145.84	Insight software subscription
22000032	Kings River Casting Inc	Public Works	$ 6,590.00	(6) Square Iron Valley trash receptacles
22000033	Analytical Environmental Services	Public Works	$ 5,988.00	Long term chemical monitoring on (2) stream locations
22000034	Terramark Land Surveying Inc	Public Works	$ 7,752.50	Surveyor services for Alpha Loop
22000035	Tim Bowen	Rec, Parks & Cultural Services	$ 9,000.00	Lego camps instructor
22000037	8A Translations	Municipal Court	$ 35,000.00	Translation services for court dates
22000039	RCS Productions.com Inc	Rec, Parks & Cultural Services	$ 44,425.00	Wire & Wood production and talent services/Food Truck Alley production services
22000040	Safety Penn Training LLC	Rec, Parks & Cultural Services	$ 19,000.00	Swim lessons instructor
22000042	Utilities Protection Center Inc	Public Works	$ 7,823.14	Utilities protection membership fee
22000044	Meer Electrical Contractors Inc	Public Works	$ 12,540.00	Tornado siren maintenance
22000058	Mobile Communications America Inc	Public Safety	$ 12,161.60	Lasers for speed detection
22000065	Manny P Zafiros	Rec, Parks & Cultural Services	$ 30,000.00	Referees for basketball
22000071	Praetorian Group Inc	Public Safety	$ 6,900.00	Annual subscription for online training classes for Fire and EMS
22000072	Mason Tractor Company Inc	Rec, Parks & Cultural Services	$ 39,750.00	(1) Kubota Skid Steel Loader with bucket and pallet fork
22000073	SHI International Corp	Information Technology	$ 26,032.50	Carbon Black endpoint protection
22000074	Ruppert Landscape	Public Works	$ 5,466.72	Landscape enhancement at Fire Station 85: slate mulch around building
22000075	Brooks-Berry-Haynie & Associates Inc	Public Works	$ 14,140.50	Rapid flashing beacons on either side of existing crosswalk on Wills Road
22000077	Royal Cup Coffee	Finance	$ 33,200.00	Coffee and filtered water services for city facilities
22000079	Rhythm N Shoes LLC	Rec, Parks & Cultural Services	$ 37,000.00	Dance instructor

CITY OF ALPHARETTA

Financial Management Reports

Listing of PO's between $5,000.01 and $50,000.00

for the month ended July 31, 2021

Purchase Order #	Vendor	Department	Purchase Order Amt.	Description
22000081	Comfort by Design	Public Works	$ 7,645.64	Wills Park Gym AC unit
22000083	Meer Electrical Contractors Inc	Rec, Parks & Cultural Services	$ 50,000.00	Electrical services for Recreation, Parks & Cultural Services
22000085	Diverse Computing Inc	Public Safety	$ 5,900.00	Eagent 2.0 annual support and maintenance
22000088	Steele & Associates Inc	Rec, Parks & Cultural Services	$ 22,620.00	North Park asphalt trail replacement
22000095	Thinkgard LLC	Information Technology	$ 9,469.96	Datagard agreement
22000096	Comfort by Design	Public Works	$ 5,912.46	Fire Station 86 unit
22000097	J&J Computer Connection Inc	Information Technology	$ 7,458.00	Printerlogic for (110) printers
22000098	Wrike Inc	Information Technology	$ 31,320.00	Wrike enterprise standard subscription license
22000099	Atlas Geographic Data Inc	Information Technology	$ 9,600.00	Annual maintenance of GIS tax parcel database
22000101	Terramark Land Surveying Inc	Public Works	$ 19,927.50	Surveyor services for Big Creek Greenway Extension
22000103	DC Pool Service	Rec, Parks & Cultural Services	$ 9,750.00	City Center water feature maintenance and repair
22000107	DC Pool Service	Rec, Parks & Cultural Services	$ 39,840.00	Wills Park Pool maintenance services and pool chemicals
22000111	Power & Energy Services Inc	Public Works	$ 22,952.00	Generator inspection and preventative maintenance at multiple city facilities
22000112	Atlanta Entertainment Basketball League Inc	Rec, Parks & Cultural Services	$ 8,000.00	Basketball instructor
22000114	Sportykes	Rec, Parks & Cultural Services	$ 11,300.00	Sportykes instructor
22000118	Douglas Barlett Enterprises LLC	Rec, Parks & Cultural Services	$ 21,000.00	Soccer instructor
22000119	Anthony Budion	Rec, Parks & Cultural Services	$ 25,000.00	Jit Jitsu instructor
22000120	Comfort by Design	Public Works	$ 5,225.40	Crabapple Court Room lobby unit
22000122	Jamie C Gessner	Rec, Parks & Cultural Services	$ 40,000.00	Tennis instructor
22000123	Popcorn Media LLC	Rec, Parks & Cultural Services	$ 10,050.00	Movie Ticket Camp instructor
22000124	The Spyglass Group LLC	Information Technology	$ 6,000.00	Annual spycare fee
22000125	Phoenix Rising Volleyball Club	Rec, Parks & Cultural Services	$ 10,000.00	Volleyball instructor
22000126	See ClickFix LLC	Public Works	$ 9,468.90	Software maintenance and support
22000128	AT&T Mobility	Information Technology	$ 5,001.00	Greenway call box telephone service
22000129	CDW LLC	Information Technology	$ 8,789.00	Solarwinds maintenance annual renewal
22000131	AT&T/Bellsouth	Information Technology	$ 17,000.00	MIS services
22000132	AT&T/Bellsouth	Information Technology	$ 17,000.00	Milton Ave parking deck landline and Art Center landlines
22000136	Comcast of Georgia Inc	Information Technology	$ 18,000.00	Ethernet dedicated internet
22000138	AT&T Corp	Information Technology	$ 49,999.00	Annual Smartnet maintenance coverage for data network equipment
22000144	Tidwell Traffic Solutions Inc	Public Works	$ 12,725.00	Thermoplastic striping at multiple locations
22000145	CDW LLC	Information Technology	$ 18,000.00	CISCO Smartnet service agreement
22000147	Laser Products LLC	Rec, Parks & Cultural Services	$ 28,400.00	Turfplanning Fields C & D at Webb Bridge Park
22000152	Creative Academics LLC	Rec, Parks & Cultural Services	$ 10,935.00	Soccer equipment for Innovation Academy
22000153	Fashion Workshops LLC	Rec, Parks & Cultural Services	$ 7,000.00	Sewing instructor
22000156	BeyondTrust.Corporation	Information Technology	$ 5,846.01	Maintenance for EPRM Core, DR, 500 Nodes
22000157	Sellier Design Inc	Community Development	$ 14,500.00	Marketing consulting
22000158	Stone McElroy & Associates	Human Resources	$ 10,000.00	Psychological evaluations for pre-hire and/or post incident

CITY OF ALPHARETTA

Financial Management Reports

Listing of PO's between $5,000.01 and $50,000.00

for the month ended July 31, 2021

Purchase Order #	Vendor	Department	Purchase Order Amt.	Description
22000160	Darryl D Adams	Rec, Parks & Cultural Services	$ 20,000.00	Karate instructor
22000161	The Chef Xperience LLC	Rec, Parks & Cultural Services	$ 7,500.00	Cooking instructor
22000163	Treanorhl	Community Development	$ 7,000.00	On-call historical architectural design review services
22000165	Capital City Electrical Services LLC	Public Works	$ 16,518.00	Rucker Road street light maintenance and repair
22000166	Clearview Ai Inc	Public Safety	$ 5,500.00	Clearview software license
22000167	Five Oaks Fence Co Inc	Rec, Parks & Cultural Services	$ 36,807.00	Webb Bridge Park ballfield fences and batting cages fence repairs
22000169	CDW LLC	Information Technology	$ 37,697.91	Mimecast software

OTHER REPORTS

Bid/RFP Status

CITY OF ALPHARETTA

Financial Management Reports

Bid/RFP Status

for the month ended July 31, 2021

Bid#	RFP#	Department	Description	Close Date	Number of Vendor Responses	Award Date	Awarded To	Award Amount	Note	Purchase Order Date	Purchase Order #
	21-105	Finance	City Residential Curbside Solid Waste & Recycling Collection Services	7/9/2021	5						
	21-111	Information Technology	City /Council AV System Replacement, Support & Maintenance	6/24/2021	2	7/26/2021	One Diversified LLC	$ 267,554.34			
	21-112	Public Works	Storm Pipe Lining Services	6/17/2021	9						
21-011		Public Works	FY2022 Bridge Maintenance	7/15/2021	3						
22-001		Public Works	FY22 Milling & Resurfacing & Pavement Preservation	7/29/2021	5						
	22-102	Recreation	North Park Turf 2 Replacement	8/19/2021							

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OTHER REPORTS

GAAP Financial Statements

City of Alpharetta
Balance Sheet
Governmental Funds
July 31, 2021

	Major Governmental Funds					Non-Major	Total
	General Fund	Capital Project Fund	Capital Grant Fund	Construction Bond Fund	T-SPLOST Capital Fund	Governmental Funds	Governmental Funds
ASSETS							
Cash / Cash Equivalents / Investments	$ 27,671,794	$ 13,178,674	$ 684,382	$ 5,986,789	$ 34,833,342	$ 13,290,819	$ 95,645,800
Receivables (net of allowance for uncollectibles)							
Taxes Receivable							
Property Taxes	403,111	-	-	-	-	72,440	475,551
Other Taxes	-	-	-	-	-	10,522	10,522
Interest	-	-	-	-	-	-	-
Accounts	192,284	-	-	-	-	-	192,284
Due from Other Funds	1,672,220	-	-	-	-	-	1,672,220
Prepaid Items	-	-	-	-	-	-	-
Intergovernmental Receivable	25,828	187,983	420,711	-	-	39,184	673,706
Cash - Restricted	-	317,590	-	-	-	-	317,590
Total Assets	**29,965,236**	**13,684,247**	**1,105,094**	**5,986,789**	**34,833,342**	**13,412,965**	**98,987,672**
LIABILITIES AND FUND BALANCES							
Liabilities							
Current							
Accounts Payable	977,929	206,089	-	2,640	252,670	54,189	1,493,517
Retainage Payable	-	512,508	57,394	858,809	103,595	9,482	1,541,788
Intergovernmental Payable	-		420,711	-	42,591	-	463,303
Arbitrage Payable	-	-	-	-	-	-	-
Accounts payable/AR Suspense acct							
Claims Payable	-	-	-	-	-	-	-
Payroll Payable	443,630	-	-	-	-	32,104	475,734
Due to Other Funds	-	-	457,794	-	-	689	458,483
Deferred Revenue	636,641	187,983	-	-	-	3,436,830	4,261,454
Unearned Revenue	677,808	-	-	-	-	-	677,808
Teen Driving/Donation	-	-	-	-	-	-	-
T.A.D Payment to County	-	-	-	-	-	-	-
Compensated Absences	-	-	-	-	-	-	-
Non-Current							
Unclaimed Property	-	-	-	-	-	-	-
Claims Payable	-	-	-	-	-	-	-
Total Liabilities	**2,736,009**	**906,580**	**935,900**	**861,449**	**398,856**	**3,533,293**	**9,372,087**
Fund Balances:							
Restricted for:							
Capital Projects	-	-	169,194	5,125,340	34,434,485	4,089,320	43,818,339
Law Enforcement	-	-	-	-	-	197,514	197,514
Emergency Telephone Activities	-	-	-	-	-	1,703,977	1,703,977
Grant Projects	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	847,041	847,041
Promotion of Tourism	-	-	-	-	-	1,320,410	1,320,410
Assigned for:							
Grant Projects	-	-	-	-	-	123,731	123,731
Capital Projects	-	12,777,667	-	-	-	-	12,777,667
2022 Fiscal year Expenditures	5,836,799	-	-	-	-	-	5,836,799
Unassigned	21,392,429	-	-	-	-	1,597,679	22,990,108
Total Fund Balances	27,229,228	12,777,667	169,194	5,125,340	34,434,485	9,879,672	89,615,585
Total Liabilities and Fund Balances	**$ 29,965,236**	**$ 13,684,247**	**$ 1,105,094**	**$ 5,986,789**	**$ 34,833,342**	**$ 13,412,965**	**$ 98,987,672**

City of Alpharetta
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
For the Period Ended July 31, 2021

	Major Governmental Funds					Non-Major	Total
	General Fund	Capital Project Fund	Capital Grant Fund	S2016 Const Bond Fund	T-SPLOST Capital Fund	Governmental Funds	Governmental Funds
REVENUES							
Taxes:							
Property Tax	$ 26,762	$ -	$ -	$ -	$ -	$ 590,241	$ 617,004
Local Option Sales Tax	1,658,678	-	-	-	-	4,616	1,663,294
Transportation SPLOST	-	-	-	-	1,131,821	-	1,131,821
Other Taxes	1,022,950	-	-	-	-	355,710	1,378,659
Licenses and permits	153,095	-	-	-	-	258,435	411,529
Intergovernmental	6,569	-	-	-	-	59,628	66,197
Charges for services	457,156	-	-	-	-	-	457,156
Impact Fees		-	-	-	-	-	-
Fines/Forfeitures	248,512	-	-	-	-	8,548	257,060
Investment earnings	29,003	14,723	832	237	1,250	26,772	72,817
Contributions and Donations	-	275	-	-	-	-	275
Misc Revenue	-	-	-	-	-	-	-
Other	20,074	-	-	-	-	-	20,074
Total revenues	**3,622,799**	**14,998**	**832**	**237**	**1,133,070**	**1,303,950**	**6,075,886**
EXPENDITURES							
Current:							
Unallocated	-	-	-	-	-	258,231	258,231
General government	1,584,387	26,367	-	-	-	2,915	1,613,669
Public safety	4,182,418	52,060	-	-	-	627,647	4,862,124
Public works	838,965	23,654	-	-	-	893	863,513
Economic and community development	505,712	-	-	-	-	-	505,712
Alpharetta Business Community	-	-	-	-	-	-	-
Culture and recreation	1,041,638	91,293	-	-	-	-	1,132,930
Contingency	-	-	-	-	-	-	-
Professional Services	-	-	-	-	-	-	-
Debt service:							-
Principal	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-
Other Costs	64,979	-	-	-	-	-	64,979
Bond issuance costs	-	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	-	-
Total expenditures	**8,218,099**	**193,374**	**-**	**-**	**-**	**889,686**	**9,301,158**
Excess (deficiency) of revenues over (under) expenditures	(4,595,300)	(178,376)	832	237	1,133,070	414,265	(3,225,272)
OTHER FINANCING SOURCES (USES)							
Transfers in	221,340	497,233	-	-	-		718,574
Transfers out	(623,900)	-	-	-	-	(94,674)	(718,574)
Loan Proceeds	-	-	-	-	-	-	-
Capital Leases	-	-	-	-	-	-	-
Sale of capital assets	-	-	-	-	-	-	-
Sale of non-capital assets	1,000	-	-	-	-	-	1,000
Land Sale	-	-	-	-	-	-	-
Insurance Proceeds	-	-	-	-	-	-	-
Bond Proceeds	-	-	-	-	-	-	-
Total other financing sources and (uses)	(401,560)	497,233	-	-	-	(94,674)	1,000
Net change in fund balances	(4,996,859)	318,858	832	237	1,133,070	319,591	(3,224,272)
Fund balances - beginning	**32,226,086**	**12,458,809**	**168,362**	**5,125,103**	**33,301,415**	**9,560,081**	**92,839,857**
Fund balances - ending	**$ 27,229,229**	**$ 12,777,667**	**$ 169,194**	**$ 5,125,340**	**$ 34,434,485**	**$ 9,879,672**	**$ 89,615,586**

City of Alpharetta
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended July 31, 2021

	Budget	Actual Amounts	Variance with Budget- Positive (Negative)
REVENUES			
Taxes:			
Property Tax	$ 24,252,000	26,762	$ (24,225,238)
Local Option Sales Tax	15,700,000	1,658,678	(14,041,322)
Other Taxes	17,572,750	1,022,950	(16,549,800)
Licenses and Permits	2,087,600	153,095	(1,934,505)
Intergovernmental	67,678	6,569	(61,109)
Charges for Service	4,432,950	457,156	(3,975,794)
Fines/Forfeitures	2,056,000	248,512	(1,807,488)
Investment Earnings	190,000	29,003	(160,997)
Contributions and Donations	-	-	-
Other	133,787	20,075	(113,712)
Total revenues	66,492,765	3,622,800	(62,869,965)
EXPENDITURES			
Current:			
General government			
City Administration	2,128,802	500,688	1,628,114
Finance	3,478,691	622,536	2,856,155
Human Resources	689,600	107,459	582,141
Legal	750,000	-	750,000
Mayor and Council	386,092	43,551	342,541
Municipal Court	1,055,011	274,576	780,435
Information Technology	2,022,562	309,076	1,713,486
Insurance Premiums	779,750	64,979	714,771
Contingency/OP Onitiative Reserve	700,000	-	700,000
Non-Allocated	-	-	-
Total general government	11,990,508	1,922,865	10,067,643
Public Safety	31,846,772	4,928,330	26,918,442
Public works	902,696	1,798,367	(895,671)
Economic and community development	3,773,624	564,821	3,208,803
Culture and recreation	10,089,025	2,578,070	7,510,955
Debt Service			
Principal		-	-
Interest			-
Total expenditures	58,602,625	11,792,453	46,810,172
Excess (Deficiency) of revenues over expenditures	7,890,140	(8,169,653)	(16,059,793)
OTHER FINANCING SOURCES (USES)			
Transfers in	2,062,500	221,340	(1,841,160)
Transfers out	(7,486,799)	(623,900)	6,862,899
Capital leases	-	-	-
Land Sale	-	-	-
Sale of capital assets	100,000	-	(100,000)
Sale of non-capital assets	7,000	1,000	(6,000)
Total other financing sources and uses	(5,317,299)	(401,560)	4,915,740
Net change in fund balances	2,572,841	(8,571,213)	(11,144,054)
Fund balances - beginning		**32,226,086**	
Fund balances - ending		**23,654,873**	
Adjustments to GAAP basis:			
Encumbrances		3,574,354	
Misc adj			
Fund balances-ending		**27,229,228**	

City of Alpharetta
Capital Project Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended July 31, 2021

	Budget	Actual Amounts	Variance with Budget- Positive (Negative)
REVENUES			
Intergovernmental	$ 1,779,272	-	$ (1,779,272)
Contributions & Donations	249,206	275	(248,931)
Misc Revenue	-	-	
Investment earnings	100,000	14,723	(85,277)
Land/Building Sale	-	-	-
Other	589,162	-	(589,162)
Total revenues	2,717,640	14,998	(2,702,642)
EXPENDITURES			
Capital Outlay			
General Government:			
City Administration	217,361	43,890	173,471
Finance	3,051	1,750	1,301
Information Technology	1,695,971	202,952	1,493,019
Municipal Court	-	23,640	(23,640)
Contingency	6,423,393	14,132	6,409,261
Total general government	8,339,776	286,364	8,053,412
Public Safety	1,168,886	904,255	264,631
Engineering & Public Works	5,470,999	2,589,711	2,881,288
Alpharetta Business Community	5,769	2,418	3,351
Economic and community development	413,898	95,989	317,909
Culture and recreation	1,868,799	499,243	1,369,556
Total Capital Outlay	17,268,127	4,377,979	12,890,148
Excess (Deficiency) revenue over expenditures	(14,550,487)	(4,362,981)	10,187,506
OTHER FINANCING SOURCES (USES)			
Transfers in	5,966,799	497,233	(5,469,566)
Capital leases	-	-	-
Budgeted Fund Balance	-	-	-
Total other financing sources and uses	5,966,799	497,233	(5,469,566)
Net change in fund balances	(8,583,688)	(3,865,748)	4,717,940
Fund balances - beginning		**12,458,809**	
Fund balances - ending		**8,593,062**	
Adjustments to GAAP basis:			
Encumbrances		4,184,606	
Misc adj-		-	
Fund balances-ending		**12,777,667**	

City of Alpharetta
Capital Grant Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended July 31, 2021

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
Revenues:			
Intergovernmental	$ 2,020,716	$ -	$ (2,020,716)
Contributions & Donations	-	-	-
Interest Earnings	-	832	832
Total	2,020,716	832	(2,019,884)
Expenditures:			
Public Safety	1,500	-	1,500
General Government	2,253	-	2,253
Community Development	2,000,000	951,900	1,048,100
Public Works	-	185,325	(185,325)
Recreation & Parks	-	-	-
Non-Departmental	-	-	-
Total	2,003,753	1,137,225	866,528
Excess (Deficiency) revenue over expenditures	16,963	(1,136,393)	(1,153,356)
Other Financing Sources & Uses:			
Transfers in	-	-	-
Budgeted Fund Balance	-	-	-
Subtotal:	-	-	-
Net change in fund balance	16,963	(1,136,393)	(1,153,356)
Fund balance - beginning		**168,362**	
Fund balance - ending		**$ (968,031)**	
Adjustments to GAAP basis:			
Misc adj			
Encumbrances		1,137,225	
Fund balances - ending		**$ 169,194**	

City of Alpharetta
Bond Construction Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended July 31, 2021

	Budget	Actual Amounts	Variance with Budget- Positive (Negative)
REVENUES			
Bond Proceeds	$ -	$ -	$ -
Premium on Bond Proceeds	-	$ -	-
Land/Building Sale	-	$ -	-
Misc Revenue	108,000	$ -	(108,000)
Investment Earnings	-	$ 237	237
Total revenues	108,000	$ 237	(107,763)
EXPENDITURES			
General Government:			
Cost of Bond Issuance	-	$ -	-
Public Works	2,029,587	$ 3,012,237	(982,650)
Recreation & Parks	69,114	$ 142,089	(72,975)
Total general government	2,098,701	$ 3,154,325	(1,055,624)
City Administration			
Public Safety	-	$ -	-
Excess (Deficiency) of Revenues Over expenditures	(1,990,701)	$ (3,154,088)	(1,163,387)
OTHER FINANCING SOURCES			
General Obligation Bond Proceeds	-	$ -	-
Operating Transfers Out			-
Total other financing sources (uses)	-	$ -	-
Net change in fund balances	(1,990,701)	$ (3,154,088)	(1,163,387)
Fund balances - beginning		**$ 5,125,103**	
Fund balances - ending		**$ 1,971,015**	
Adjustments to GAAP basis:			
Encumbrances		$ 3,154,325	
Fund balances-ending		**$ 5,125,340**	

City of Alpharetta
TSPLOST Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended July 31, 2021

	Budget	Actual Amounts	Variance with Budget- Positive (Negative)
REVENUES			
Transportation Special Purpose Local Option Sales Tax	$ 7,615,000	$ 1,131,821	$ (6,483,180)
Investment Earnings	225,000	1,250	(223,750)
Total revenues	7,840,000	1,133,070	(6,706,930)
EXPENDITURES			
General Government:			
Cost of Bond Issuance			-
Public Works	30,394,598	9,301,605	21,092,993
Recreation & Parks	-	200,563	(200,563)
Total general government	30,394,598	9,502,168	20,892,430
City Administration			-
Public Safety			
Contingency	1,244,641	-	1,244,641
Excess (Deficiency) of Revenues			-
Over expenditures	(22,554,598)	(8,369,097)	14,185,501
OTHER FINANCING SOURCES			
General Obligation Bond Proceeds			-
Operating Transfers Out			-
Total other financing sources (uses)	-	-	-
Net change in fund balances	(22,554,598)	(8,369,097)	14,185,501

Fund balances - beginning	**33,301,415**
Fund balances - ending	**$ 24,932,317**
Adjustments to GAAP basis:	
Encumbrances	9,502,168
Fund balances-ending	**$ 34,434,485**

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City of Alpharetta
Internal Service Fund - Medical Insurance
Statement of Net Position
July 31, 2021

ASSETS	
Current Assets:	
Cash and Cash Equivalents & Investments	$ 1,038,860
Accounts Receivables (net of allowance for uncollectibles)	-
Total Current Assets	1,038,860
Noncurrent Assets:	
Restricted Cash, Cash Equivalents, and Investments	-
Total Restricted Assets	-
Total Noncurrent Assets	-
Total Assets	**1,038,860**
LIABILITIES	
Current Liabilities:	
Accounts Payable	$ -
Claims Payables	1,057,843
Accrued Interest Payable	-
Due to Other Funds	-
Total Current Liabilities	
Current Liabilities Payable from Restricted Assets:	-
Total Current Liabilities Payable from Restricted Assets	1,057,843
Noncurrent Liabilities:	
Other Non-Current Liabilities	-
Total Noncurrent Liabilities	-
Total Liabilities	**1,057,843**
NET ASSETS	
Invested in Capital Assets, net of related debt	-
Reserved for Debt Service	-
Reserved for Encumbrances	-
Unreserved	-
Total Net Assets	(18,983)
Total Liabilities & Net Assets	**$ 1,038,860**

City of Alpharetta
Internal Service Fund - Medical Insurance
Statement of Revenues, Expenses, and Changes in Net position - Budget and Actual
For the Period Ended July 31, 2021

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES			
Investment Earnings	$ -	$ -	$ -
Employer Medical Contribution	7,930,000	596,097	(7,333,903)
Employee Medical Contribution	810,000	75,843	(734,157)
Interest	-	-	-
Total revenues	8,740,000	671,940	(8,068,060)
EXPENDITURES			
Medical Premiums	1,855,000	-	1,855,000
Medical Claims	6,885,000	447,876	6,437,124
Contingency	243,047	-	243,047
Total expenditures	8,983,047	447,876	8,535,171
Excess (Deficiency) of Revenues Over expenditures	(243,047)	224,063	467,110
OTHER FINANCING SOURCES			
Asset Disposition		-	
Operating Transfers In	-	-	-
Operating Transfers Out			-
Total other financing sources (uses)	-	-	-
Net change in fund balances	(243,047)	224,063	467,110

Fund balances - beginning	**(243,046)**
Fund balances - ending	**$ (18,983)**
Adjustments to GAAP basis:	
Encumbrances	-
Misc adj	
Fund balances-ending	**$ (18,983)**

City of Alpharetta
Enterprise Fund -Solid Waste
Statement of Net Position
July 31, 2021

.	Solid Waste
ASSETS	
Current Assets:	
Cash and Cash Equivalents & Investments	$ 2,075,197
Inventories, at cost	-
Accounts Receivables (net of allowance for uncollectibles)	94,790
Prepaid Insurance Expenses	-
Total Current Assets	2,169,986
Noncurrent Assets:	
Restricted Cash, Cash Equivalents, and Investments	-
Total Restricted Assets	-
Other	-
Capital Assets	
Buildings and System	-
Machinery and Equipment	-
Less Accumulated Depreciation	-
Total Capital Assets (net of accumulated depreciation)	-
Total Noncurrent Assets	-
Total Assets	**2,169,986**
LIABILITIES	
Current Liabilities:	
Accounts Payable	9,222
Accounts Payable/ Customer Credit Balances	-
Accounts Payable/ Customer Pre-Paid Service	-
Accounts Payable/ A/R Module Suspense Acct	-
Payroll Liabilities	825
Accrued Salaries	-
Accrued Interest Payable	-
Compensated Absences Payable	997
Notes Payable - Revenue Bonds	-
Due to Other Funds	-
Total Current Liabilities	11,044
Current Liabilities Payable from Restricted Assets:	
Revenue Bonds Payable	-
Total Current Liabilities Payable from Restricted Assets	-
Noncurrent Liabilities:	
Customer Deposits	-
Compensated Absences less Current Portion	-
Revenue Bonds Payable	-
Total Noncurrent Liabilities	-
Total Liabilities	**11,044**
NET ASSETS	
Invested in Capital Assets, net of related debt	-
Reserved for Debt Service	-
Reserved for Encumbrances	-
Unreserved	2,158,942
Total Net Assets	2,158,942
Total Liabilities & Net Assets	**$ 2,169,986**

City of Alpharetta
Enterprise Fund - Solid Waste
Statement of Revenues, Expenses, and Changes in Net Position
For the Period Ended July 31, 2021

Operating revenues:	
Charges for sales and services:	
Refuse Collection charges	$ 20,640
Misc Revenue	2,423
Total operating revenues	23,063
Operating expenses:	
Administration	5,438,733
Non-departmental	-
Total operating expenses	5,438,733
Operating Gain (loss)	(5,415,670)
Non-operating revenues (expenses):	
Investment earnings	42
Total non-operating revenue (expenses)	42
Income (loss) before transfers	(5,415,629)
Transfers In	-
Transfers Out	-
Change In Net Assets	(5,415,629)
Total net assets-beginning	**2,160,655**
Total net assets-ending (net of encumbrances)	**(3,254,974)**
Adjustments to GAAP basis:	
Encumbrances	5,413,915
Misc adj-Encumbrances Resv/Prior Year	
Total net assets-ending	**$ 2,158,942**

City of Alpharetta
Internal Service Fund - Risk Management
Statement of Net Position
July 31, 2021

ASSETS	
Current Assets:	
Cash and Cash Equivalents & Investments	$ 1,278,170
Accounts Receivables (net of allowance for uncollectibles)	-
Total Current Assets	1,278,170
Noncurrent Assets:	
Restricted Cash, Cash Equivalents, and Investments	-
Total Restricted Assets	-
Total Noncurrent Assets	-
Total Assets	**1,278,170**
LIABILITIES	
Current Liabilities:	
Accounts Payable	26,874
Claims Payables	381,920
Accrued Interest Payable	-
Due to Other Funds	-
Total Current Liabilities	408,794
Current Liabilities Payable from Restricted Assets:	
	-
Total Current Liabilities Payable from Restricted Assets	-
Noncurrent Liabilities:	-
Other Non-Current Liabilities	411,255
Total Noncurrent Liabilities	411,255
Total Liabilities	**820,049**
NET ASSETS	
Invested in Capital Assets, net of related debt	-
Reserved for Debt Service	-
Reserved for Encumbrances	-
Unreserved	458,121
Total Net Assets	458,121
Total Liabilities & Net Assets	**$ 1,278,170**

City of Alpharetta
Internal Service Fund - Risk Management
Statement of Revenues, Expenses, and Changes in Net position - Budget and Actual
For the Period Ended July 31, 2021

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES			
Investment Earnings	$ 273	$ 1,615	$ 1,342
Charges for Service	830,149	69,179	(760,970)
Insurance Premium Funding	779,750	64,979	(714,771)
Insurance Proceeds	-	-	-
Total revenues	1,610,172	135,773	(1,474,399)
EXPENDITURES			
Workers Compensation Admin	-	-	-
Professional Fees	118,000	63,076	54,924
Auto Liability	187,000	236,762	(49,762)
Property & Equipment Liability	125,000	106,712	18,288
Fine Art Liability	4,000	3,201	799
General Liability	70,000	54,070	15,930
Law Enforcement Liability	90,500	77,438	-
Public Entity Liability	76,500	56,736	-
Workers Comp Excess Liabilty	114,000	129,467	(15,467)
Employee Benefits Liability	-	-	-
Criminal Liability	4,000	61,597	(57,597)
Cyber Liability	35,750	46,372	(10,622)
Umbrella Liability	70,000	-	70,000
Medical Services	5,322	-	5,322
Claims/Judgements	-	-	-
Claims/Vehicle	63,100	4,719	58,381
Claims/Property/Equip	10,000	-	10,000
Claims/General Liability	47,000	18,718	28,282
Claims/Law Enf Liability	-	-	-
Claims/Public Entity Liability	-	-	-
Claims/Workers Comp	590,000	-	590,000
Contingency	1,141,967	-	1,141,967
Total expenditures	2,752,139	858,869	1,893,270
Excess (Deficiency) of Revenues Over expenditures	(1,141,967)	(723,096)	418,871
OTHER FINANCING SOURCES			
Asset Disposition		-	
Operating Transfers In	-	-	-
Operating Transfers Out	-	-	-
Total other financing sources (uses)	-	-	-
Net change in fund balances	(1,141,967)	(723,096)	418,871

Fund balances - beginning	**1,181,217**
Fund balances - ending	**$ 458,121**
Adjustments to GAAP basis:	
Encumbrances	-
Misc adj	-
Fund balances-ending	**$ 458,121**

City of Alpharetta
Statement of Net Position
OPEB Health Fund
July 31, 2021

	OPEB Plan
ASSETS	
Current Assets:	
Cash and Cash Equivalents	$ 1
Investments	2,021,163
Accrued Income	5,423
Accounts Receivables (net of allowance for uncollectibles)	3,493
Total Assets	2,030,079
LIABILITIES	
Current Liabilities:	
Accounts Payable	601
Due to Other Funds	80,866
Total Current Liabilities	81,468
Current Liabilities Payable from Restricted Assets:	
	-
Total Current Liabilities Payable from Restricted Assets	-
Noncurrent Liabilities:	
	-
Total Noncurrent Liabilities	-
Total Liabilities	81,468
NET ASSETS	
Net Assets held in trust for pension benefits	1,948,612
Total Net Assets	1,948,612
Total Liabilities & Net Assets	**$ 2,030,079**

City of Alpharetta
Statement of Changes in Fiduciary Net Position
OPEB Health Fund
For the Period Ended July 31, 2021

	Actual Amounts
Additions:	
Employer Contribution	$ 12,600
Employee Contribution	-
Total Contribution	12,600
Investment Income	10,341
Net appreciation in FMV	4,328
Accrued Interest & Dividends	5,423
Interest and Dividends	3,251
Total Investment Income	23,343
Total Additions (Deductions)	**35,943**
Deductions:	
Benefits payments	-
Professional Fees	-
Manager Fees	-
Consulting Fees	-
Agent Custody Fees-ADR	117
Total deductions	117
Net Increase (Decrease)	35,825
OTHER FINANCING SOURCES (USES)	
Transfers in/out	-
Net Assets held in trust for OPEB benefits	
Beginning of year	1,912,786
Total net assets	**$ 1,948,612**

City of Alpharetta
Statement of Net Position
OPEB Reimbursement Fund
July 31, 2021

	OPEB Plan
ASSETS	
Current Assets:	
Cash and Cash Equivalents	(32,565)
Investments	4,784,356
Accrued Income	13,995
Accounts Receivables (net of allowance for uncollectibles)	7,477
Total Assets	4,773,262
LIABILITIES	
Current Liabilities:	
Accounts Payable	836
Due to Other Funds	983
Total Current Liabilities	1,819
Current Liabilities Payable from Restricted Assets:	
	-
Total Current Liabilities Payable from Restricted Assets	-
Noncurrent Liabilities:	
	-
Total Noncurrent Liabilities	-
Total Liabilities	1,819
NET ASSETS	
Net Assets held in trust for OPEB benefits	4,771,443
Total Net Assets	4,771,443
Total Liabilities & Net Assets	**$ 4,773,262**

City of Alpharetta
Statement of Changes in Fiduciary Net Position
OPEB Reimbursement Fund
For the Period Ended July 31, 2021

	Actual Amounts
Additions:	
Employer Contribution	$ 590,928
Employee Contribution	
Total Contribution	590,928
Investment Income	21,815
Net appreciation in FMV	21,215
Accrued Interest & Dividends	2,183
Interest and Dividends	4,858
Total Investment Income	50,071
Total Additions (Deductions)	**640,999**
Deductions:	
Benefits payments	2,214
Professional Fees	756
Manager Fees	-
Consulting Fees	-
Agent Custody Fees-ADR	247
Total deductions	3,217
Net Increase (Decrease)	637,782
OTHER FINANCING SOURCES (USES)	
Transfers in	-
Net Assets held in trust for OPEB benefits	
Beginning of year	4,133,661
Total net assets	**$ 4,771,443**

City of Alpharetta
Statement of Net Position
Pension Trust Fund
July 31, 2021

	Pension Trust Fund
ASSETS	
Current Assets:	
Cash and Cash Equivalents	$ (11,492)
Investments	99,415,929
Accrued Income	262,628
Accounts Receivables (net of allowance for uncollectibles)	143,048
Total Assets	99,810,113
LIABILITIES	
Current Liabilities:	
Accounts Payable	16,821
Accrued Income	
Due to Other Funds	16,138
Total Current Liabilities	32,959
Current Liabilities Payable from Restricted Assets:	
	-
Total Current Liabilities Payable from Restricted Assets	-
Noncurrent Liabilities:	
	-
Total Noncurrent Liabilities	-
Total Liabilities	32,959
NET ASSETS	
Net Assets held in trust for pension benefits	99,777,154
Total Net Assets	99,777,154
Total Liabilities & Net Assets	**$ 99,810,113**

City of Alpharetta
Statement of Changes in Fiduciary Net Position
Pension Trust Fund
For the Period Ended July 31, 2021

	Actual Amounts
Additions:	
Employer Contribution	$ 2,934,025
Employee Contribution	33,435
Total Contribution	2,967,460
Investment Gain/Losses	338,910
Net appreciation in FMV	302,977
Interest	162,548
Accrued Interest & Dividends	262,628
Other Receipts	-
Total Investment Income	1,067,063
Total Additions (Deductions)	**4,034,522**
Deductions:	
Benefits payments	281,441
Custodial Fees	
Administrative Fees	-
Legal Fees	1,869
Manager Fees	-
Consulting Fees	18,193
Agent Custody Fees-ADR	6,650
	-
Total deductions	308,152
Net Increase (Decrease)	3,726,370
Net Assets held in trust for pension benefits	
Beginning of year	96,050,784
Total net assets	**$ 99,777,154**

City of Alpharetta
Combining Balance Sheet
Non-Major Governmental Funds
July 31, 2021

	Special Revenue									Total Non-major
	Hotel Motel	Impact Fee	Federal Confiscated Assets	State Confiscated Assets	Grant Operating	E911	American Rescue ACT	Debt Service Fund	Stormwater Capital Fund	Governmental Funds
ASSETS										
Cash / Cash Equivalents / Investments	$ 1,309,888	$ 4,135,155	$ 127,333	$ 73,744	$ 124,828	$ 1,749,945	$ 3,322,256	$ 849,992	$ 1,597,679	$ 13,290,819
Taxes Receivable	10,522	-	-	-	-	-	-	-	-	10,522
Pre-Paid Expenditures	-	-	-	-	-	-	-	-	-	-
Accounts Receivable	-	-	-	-	-	-	-	-	-	-
Property Taxes	-	-	-	-	-	-	-	72,440	-	72,440
Intergovernmental Receivable	-	-	-	-	39,184	-	-	-	-	39,184
Due From Other Funds										
Restricted	-	-	-	-	-	-	-	-	-	-
Total Assets	**1,320,410**	**4,135,155**	**127,333**	**73,744**	**164,012**	**1,749,945**	**3,322,256**	**922,432**	**1,597,679**	**13,412,965**
LIABILITIES										
Accounts Payable	-	36,354	-	-	1,097	16,738	-	-	-	54,189
Retainage Payable	-	9,482	-	-	-	-	-	-	-	9,482
Intergovernmental Payable	-	-	-	-	-	-	-	-	-	-
Arbitrage Payable	-	-	-	-	-	-	-	-	-	-
Accounts payable/AR Suspense acct	-	-	-	-	-	-	-	-	-	-
Compensated Absences	-	-	-	-	-	-	-	-	-	-
Payroll Liabilities	-	-	2,873	-	-	29,231	-	-	-	32,104
Due to Other Fund	-	-	689	-	-	-	-	-	-	689
Deferred Revenue	-	-	-	-	39,184	-	3,322,256	75,390	-	3,436,830
Unearned Revenue	-	-	-	-	-	-	-	-	-	-
Total Liabilities	**-**	**45,836**	**3,562**	**-**	**40,281**	**45,969**	**3,322,256**	**75,390**	**-**	**3,533,293**
FUND BALANCES										
Restricted:										
Capital Projects	-	4,089,320	-	-	-	-	-	-	-	4,089,320
Law Enforcement	-	-	123,771	73,744	-	-	-	-	-	197,514
Promotion of Tourism	1,320,410	-	-	-	-	-	-	-	-	1,320,410
Emergency Telephone Activities	-	-	-	-	-	1,703,977	-	-	-	1,703,977
Debt Service	-	-	-	-	-	-	-	847,041	-	847,041
Assigned for: Grant Projects	-	-	-	-		-	-	-	-	-
Grant Projects	-	-	-	-	123,731	-	-	-	-	123,731
Unassigned:	-	-	-	-		-	-	-	1,597,679	1,597,679
Total Fund Balances	1,320,410	4,089,320	123,771	73,744	123,731	1,703,977	-	847,041	1,597,679	9,879,672
Total Liabilities and Fund Balances	**$ 1,320,410**	**$ 4,135,155**	**$ 127,333**	**$ 73,744**	**$ 164,012**	**$ 1,749,945**	**$ 3,322,256**	**$ 922,432**	**$ 1,597,679**	**$ 13,412,965**

City of Alpharetta
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Non-major Governmental Funds
For the Period Ended July 31, 2021

	Special Revenue									Total Non-major
	Hotel Motel	Impact Fee	Confiscated Assets	State Confiscated Assets	Grant Operations	E911 Fund	American Rescue Act	Debt Service Fund	Stormwater Service Fund	Governmental Funds
REVENUES:										
Hotel Motel Tax	$ 590,241	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ 590,241
Property tax	-	-	-	-	-	-	-	4,616	-	4,616
Charges for Service	-	-	-	-	-	355,710	-	-	-	355,710
Impact Fees	-	258,435	-	-	-	-	-	-	-	258,435
Forfeiture Income	-	-	59,628	-	-	-	-	-	-	59,628
Intergovernmental	-	-	-	-	-	-	-	-	-	-
Contributions & Donations	-	-	-	-	-	-	-	-	-	-
Investment Earnings	1,489	4,151	-	-	126	30	-	883	1,868	8,548
Other	-	-	-	-	25,000	1,772	-	-	-	26,772
Total revenues	**591,730**	**262,586**	**59,628**	**-**	**25,126**	**357,512**	**-**	**5,499**	**1,868**	**1,303,950**
EXPENDITURES:										
Tourism	258,231	-	-	-	-	-	-	-	-	258,231
Community Development	-	-	-	-	-	-	-	-	-	-
Culture/Recreation	-	-	-	-	-	-	-	-	-	-
Public Safety	-	-	-	53,224	989	573,434	-	-	-	627,647
Public Works	-	-	-	-	-	-	-	-	893	893
General Government	2,915	-	-	-	-	-	-	-	-	2,915
Debt Service:	-	-	-	-		-	-	-	-	-
Principal	-	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-	-	-
Bond Issuance Costs	-	-	-	-	-	-	-	-	-	-
Total expenditures	**261,146**	**-**	**-**	**53,224**	**989**	**573,434**	**-**	**-**	**893**	**889,686**
Excess (deficiency) of revenues over expenditures	330,585	262,586	59,628	(53,224)	24,137	(215,922)		5,499	975	414,265
OTHER FINANCING SOURCES (USES):										
Transfers in / out:										
General fund	(221,340)	-	-	-	-	-	-	-	126,667	(94,674)
Budgeted Fund Balance:	-	-	-	-	-	-	-	-	-	-
Total other financing sources and (uses)	-	-	-	-	-	-	-	-	-	-
	(221,340)	-	-	-	-	-	-	-	126,667	(94,674)
Net change in fund balances	109,244	262,586	59,628	(53,224)	24,137	(215,922)	-	5,499	127,642	319,591
Fund balances - beginning	**1,211,166**	**3,826,733**	**64,142**	**126,968**	**99,593**	**1,919,899**	**-**	**841,542**	**1,470,037**	**9,560,081**
Fund balances - ending	**$ 1,320,410**	**$ 4,089,320**	**$ 123,771**	**$ 73,744**	**$ 123,731**	**$ 1,703,977**	**$ -**	**$ 847,041**	**$ 1,597,679**	**$ 9,879,672**

City of Alpharetta
Impact Fee Special Revenue Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended July 31, 2021

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES:			
Impact Fees	$ -	$ 258,435	$ 258,435
Investment Earnings	-	4,151	4,151
Total Revenues	-	262,586	262,586
EXPENDITURES:			
Public Safety	124,600	124,100	500
Public Works	2,039,716	109,071	1,930,645
Recreation & Parks	-	121,212	(121,212)
Community Development	1,432,132	-	1,432,132
General Government	-	-	-
Total expenditures	3,596,448	354,383	3,242,065
Excess (deficiency) of revenues over expenditures	(3,596,448)	(91,797)	(3,504,651)
OTHER FINANCING SOURCES (USES):			
Transfers Out	-	-	-
Total other financing sources and uses	-	-	-
Net change in fund balances	(3,596,448)	(91,797)	(3,504,651)
Fund balances - beginning		**3,826,733**	
Fund balances - ending		**$ 3,734,936**	
Encumbrances		354,383	
Fund balances - ending		**$ 4,089,320**	

City of Alpharetta
Hotel Motel Special Revenue Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended July 31, 2021

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES:			
Hotel Motel Tax	$ 5,500,000	$ 590,241	$ (4,909,759)
Transfers In	-	-	-
Misc Revenue	-	-	-
Investment Earnings	10,000	1,489	(8,511)
Total revenues	5,510,000	591,730	(4,918,270)
EXPENDITURES:			
Professional Services	6,000	2,915	3,085
Recreation Improvements	824,472	54,550	769,922
Alpharetta Convention & Visitor's Bureau	2,406,250	258,231	2,148,020
Alpharetta Business Community	-	-	-
Debt Service Reserve	137,518	-	137,518
Bond Principal	595,000	-	595,000
Bond Interest	744,963	-	744,963
Contingency	-	-	-
Total Expenditures	4,714,203	315,696	4,398,508
Excess of revenues over expenditures	795,797	276,035	(519,762)
OTHER FINANCING SOURCES (USES):			
Transfers Out	(2,062,500)	(221,340)	1,841,160
Total other financing sources and uses	(2,062,500)	(221,340)	1,841,160
Net change in fund balances	(1,266,703)	54,694	1,321,397
Fund balances - beginning		**$ 1,211,166**	
Fund balances - ending		**$ 1,265,860**	
Enbumbrances		$ 54,550	
		-	
Fund balances - ending		**$ 1,320,410**	

City of Alpharetta
Confiscated Assets Special Revenue Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended July 31, 2021

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES:			
Forfeiture Income	$ -	$ 59,628	$ 59,628
Investment Earnings	-	-	-
Intergovernmental			-
Misc Revenue	-	-	-
Total Revenues	-	59,628	59,628
EXPENDITURES:			
Public Safety	64,142	-	64,142
Non-Departmental	-	-	-
Total expenditures	64,142	-	64,142
Excess (deficiency) of revenues over expenditures	(64,142)	59,628	123,770
OTHER FINANCING SOURCES (USES):			
Transfer In			
Transfer Out	-		
Total other financing sources and uses	-	-	-
Net change in fund balances	(64,142)	59,628	123,770
Fund balances - beginning		**64,142**	
Fund balances - ending		**$ 123,771**	
Adjustments to GAAP basis:			
Encumbrances		-	
Fund balances - ending		**$ 123,771**	

City of Alpharetta
State Confiscated Assets Special Revenue Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended July 31, 2021

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES:			
Forfeiture Income	$ 126,967	$ -	$ (126,967)
Investment Earnings	-		-
Intergovernmental	-	-	-
Misc Revenue	-	-	-
Total Revenues	126,967	-	(126,967)
EXPENDITURES:			
Public Safety	126,967	53,224	73,743
Non-Departmental	-	-	-
Total expenditures	126,967	53,224	73,743
Excess (deficiency) of revenues over expenditures	-	(53,224)	(53,224)
OTHER FINANCING SOURCES (USES):			
Transfer In		-	
Transfer Out	-	-	
Total other financing sources and uses	-	-	-
Net change in fund balances	-	(53,224)	(53,224)
Fund balances - beginning		**126,968**	
Fund balances - ending		**$ 73,744**	
Adjustments to GAAP basis:			
Encumbrances		-	
Fund balances - ending		**$ 73,744**	

City of Alpharetta
Grant Fund - Operating
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended July 31, 2021

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES:			
Intergovernmental	$ 50,621	$ -	(50,621)
Contributions & Donations	680	-	(680)
Sponsorships	25,000	25,000	-
Interest Earnings	-	126	126
Transfers in	-	-	-
Contingencies	-	-	-
Total	76,301	25,126	(51,175)
EXPENDITURES:			
City Admin	11,070	-	11,070
Community Development	618	-	618
Engineering/Public Works	-	-	-
Public Safety	44,970	989	43,981
Recreation & Parks	33,976	-	33,976
Contingencies	44,855	-	44,855
Match	40,405	-	40,405
Operating Transfers Out	-	-	-
Non-Allocated	-	-	-
Total	175,894	989	174,905
Excess (deficiency) of revenues over expenditures	(99,593)	24,137	123,730
OTHER FINANCING SOURCES (USES):	-	-	-
Net change in fund balance	(99,593)	24,137	123,730
Fund balance - beginning		**99,593**	
Fund balance - ending		**$ 123,731**	
Adjustments to GAAP basis:			
Encumbrances		-	
Fund balances - ending		**$ 123,731**	

City of Alpharetta
Emergency 911 Special Revenue Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended July 31, 2021

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES:			
Charges for Service	$ 4,660,000	$ 355,710	$ (4,304,290)
Capital Lease	1,565,705	-	(1,565,705)
Investment Earnings	18,482	30	(18,452)
Misc Rev	-	1,772	1,772
Total Revenues	6,244,187	357,512	(5,888,447)
EXPENDITURES:			
Public Safety	7,278,042	1,207,264	6,070,778
Total expenditures	7,278,042	1,207,264	6,070,778
Excess (deficiency) of revenues over expenditures	(1,033,855)	(849,752)	182,331
OTHER FINANCING SOURCES (USES):			
Transfers In	-	-	-
Transfers Out - Capital Project Fund	-	-	-
Total other financing sources and uses	-	-	-
Net change in fund balances	(1,033,855)	(849,752)	182,331
Fund balances - beginning		**1,919,899**	
Fund balances - ending		**$ 1,070,147**	
Adjustments to GAAP basis:			
Encumbrances		633,829	
Fund balances - ending		**$ 1,703,977**	

City of Alpharetta
Debt Service Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended July 31, 2021

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES:			
Property tax	$ 4,752,000	$ 4,616	$ (4,747,384)
Misc Revenue	-	-	-
Investment earnings	13,000	883	(12,117)
Total revenues	4,765,000	5,499	(4,759,501)
EXPENDITURES:			
Current:			
General government			
Finance			-
Professional Services	16,000	-	16,000
Total general government	16,000	-	16,000
Debt Service:			
Principal	2,405,000	-	2,405,000
Interest	2,537,881	-	2,537,881
Contingency	647,661	-	647,661
Bond issuance costs	-	-	-
Payments to be Refunded Bond Escrow	-	-	-
Total debt service	5,590,542	-	5,590,542
Total expenditures	5,606,542	-	5,606,542
Excess (Deficiency) of revenues over expendit	(841,542)	5,499	847,041
OTHER FINANCING SOURCES (USES):			
Transfers in			-
Transfers out			-
Total other financing sources and uses	-	-	-
	(841,542)	5,499	847,041
Fund balances - beginning		**841,542**	
Fund balances - ending		**$ 847,041**	

City of Alpharetta
American Rescue Act Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended July 31, 2021

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES:			
Intergovernmental	$ 6,644,511	$ -	$ (6,644,511)
Investment Earnings	-	-	-
Total Revenues	6,644,511	-	(6,644,511)
EXPENDITURES:			
Public Works	4,644,511	-	4,644,511
Recreation & Parks	2,000,000	-	2,000,000
Contingency	-	-	-
Total expenditures	6,644,511	-	6,644,511
Excess (deficiency) of revenues over expenditures	-	-	-
OTHER FINANCING SOURCES (USES):			
Transfers In	-	-	-
Transfers Out	-	-	-
Total other financing sources and uses	-	-	-
Net change in fund balances	-	-	-
Fund balances - beginning		-	
Fund balances - ending		$ -	
Adjustments to GAAP basis:			
Encumbrances		-	
Fund balances - ending		$ -	

City of Alpharetta
Stormwater Capital Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended July 31, 2021

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES:			
Misc Revenue	$ -	$ -	$ -
Investment Earnings	-	1,868	1,868
Total Revenues	-	1,868	1,868
EXPENDITURES:			
Public Works	1,931,418	970,316	961,102
Recreation & Parks	21,156	-	21,156
Contingency	73974	-	73,974
Total expenditures	2,026,548	970,316	1,056,232
Excess (deficiency) of revenues over expenditures	(2,026,548)	(968,448)	1,058,100
OTHER FINANCING SOURCES (USES):			
Transfers In	1,520,000	126,667	(1,393,333)
Transfers Out	-	-	-
Total other financing sources and uses	1,520,000	126,667	(1,393,333)
Net change in fund balances	(506,548)	(841,781)	(335,233)
Fund balances - beginning		**1,470,037**	
Fund balances - ending		**$ 628,256**	
Adjustments to GAAP basis:			
Encumbrances		969,423	
Fund balances - ending		**$ 1,597,679**	

DEVELOPMENT AUTHORITY

Revenue & Expenditure Report
GAAP Financial Statements

ALPHARETTA DEVELOPMENT AUTHORITY

Financial Management Report - As of July 31, 2021

	Account #	Project	Total Budget	Actuals (Collections/ Expenditures)	Forecasted Receivables/ Encumbrances	Remaining
Revenues						
	99575100-346900	Bond Application Fee	$ -	$ -	$ -	$ -
	99575100-361000	Investment Earnings	-	-	-	-
	99575100-389000	Miscellaneous Revenue	-	-	-	-
	99575100-371000-C1532	ATC Operational Funding (COA)	95,000	95,000	-	-
	99575100-381000-C1535	Innovation Center Operations (ATC)	18,800	-	-	18,800
		subtotal	***$ 113,800***	***$ 95,000***	***$ -***	***$ 18,800***
(1)	99575100-395000	Carryforward Fund Balance	$ 263,138	$ -		$ 263,138
		subtotal	***$ 263,138***	***$ -***		***$ 263,138***
		Total	**$ 376,938**	**$ 95,000**		**$ 281,938**
Expenditures						
	99575100-571000-C1403	Local Job Creation Grant Program	$ 32,500	$ -	$ -	$ 32,500
	99575100-544100-C1532	ATC Operational Funds	95,000	15,833	79,167	-
	99575100-544100-C1601	High Impact Permitting Grant Program (IGA with COA)	20,948	-	-	20,948
	99575100-544100-C0924	Economic Development Strategic Plan (split with COA)	37,500	-	-	37,500
	99575100-544100-C2210	Downtown Economic Development Initiative	40,000	-	-	40,000
		subtotal	***$ 225,948***	***$ 15,833***	***$ 79,167***	***$ 130,948***
(2)	99575100-523860-C1535	Innovation Center Operations (Maintenance Contracts)	$ 7,500	$ -	$ -	$ 7,500
	99575100-531200-C1535	Innovation Center Operations (Miscellaneous Utilities)	1,100	-	-	1,100
	99575100-531210-C1535	Innovation Center Operations (Water/Sewer)	200	-	-	200
	99575100-531220-C1535	Innovation Center Operations (Natural Gas)	4,500	-	-	4,500
	99575100-531230-C1535	Innovation Center Operations (Electricity)	5,500	-	-	5,500
		subtotal	***$ 18,800***	***$ -***	***$ -***	***$ 18,800***
	99575100-579000	Reserve	$ 132,190	$ -	$ -	$ 132,190
		Total	**$ 376,938**	**$ 15,833**	**$ 79,167**	**$ 281,938**

(1) Carryforward Fund Balance represents cash available at the end of the prior fiscal year that is programmed into the current fiscal year budget. As this account represents cash already received, there will not be actual collections.

(2) Innovation Center utilities are being funded by the Alpharetta Technology commission (ATC) on a reimbursement basis. As such, expenses will outpace budget at month end due to the billing/reimbursement delay.

ALPHARETTA DEVELOPMENT AUTHORITY

Financial Management Report - As of July 31, 2021

Account #	Project	Total Budget	Actuals (Collections/ Expenditures)	Forecasted Receivables/ Encumbrances	Remaining

Fund Balance Reconciliation

Fund Balance (beginning of Fiscal Year)	**$**	**263,121**
Revenues collected to date		95,000
Expenditures incurred to date		(15,833)
Fund Balance (current)	**$**	**342,288**
Forecasted revenue collections		-
Fund Balance (forecasted)	**$**	**342,288**
Allocation of Forecasted Fund Balance:		
Non-Spendable (unspent/remaining project allocations)	$	210,115
Spendable (available for investment by the Board)		132,173
	$	**342,288**

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GAAP Financial Statements

City of Alpharetta
Balance Sheet
COMPONENT UNIT-DEVELOPMENT AUTHORITY
July 31, 2021

ASSETS		
Current Assets:		
Cash and Cash Equivalents	$	343,396
Investments		828
Receivables		1,843
Restricted Cash for Bond Issuance Costs		-
Total Assets		**346,066**
LIABILITIES		
Current Liabilities:		
Accounts Payable		1,830
Deferred Revenue		1,843
Due to Other Funds		106
Total Current Liabilities		3,778
Current Liabilities Payable from Restricted Assets:		
		-
Total Current Liabilities Payable from Restricted Assets		-
Noncurrent Liabilities:		
		-
Total Noncurrent Liabilities		-
Total Liabilities		3,778
Fund Balance		
Restricted		210,115
Unassigned		132,173
Total Fund Balance		342,288
Total Liabilities & Fund Balance	**$**	**346,066**

City of Alpharetta
Statement of Revenues, Expenditures, and Changes in Fund Balance
COMPONENT UNIT-DEVELOPMENT AUTHORITY
For the Period Ended July 31, 2021

	Actual Amounts
Revenues	
Rent/Royalties	$ -
State Grant	-
Fees	-
Contributions & Donations	95,000
Miscellaneous Income-Interest	-
Miscellaneous Revenue	-
Total Revenues	**95,000**
Expenditures	
Economic Development	95,000
Maintenance Contracts	-
Donation to private source	-
Utilities - Miscellaneous	-
Debt Service:	
Principal	-
Interest	-
Total Expenditures	**95,000**
Excess (deficiency) of revenues over (under) expenditures	-
Other Financing Sources (Uses)	
Sale of capital assets	-
Net Change in Fund Balances	-
Fund Balance, Beginning of Year	**263,121**
Encumbrances	79,167
Fund Balance, End of Year	**342,288**

THE CITY OF

ALPHARETTA

GEORGIA

City Council Meeting
STAFF REPORT

Submitting Department: Administration
Submitted By:
Sponsored By:
Meeting Date: September 20, 2021

I. AGENDA ITEM TITLE: ALCOHOLIC BEVERAGE LICENSE APPLICATIONS

II. RECOMMENDATION:

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO
FISCAL IMPACT: NO
INCLUDED IN CURRENT FY CPTL BUDGET: NO
INCLUDED IN CURRENT FY OPRT. BUDGET: NO
TOTAL PROJECT COST:
APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:

City Council Meeting
STAFF REPORT

Submitting Department: City Clerk
Submitted By:
Sponsored By:
Meeting Date: September 20, 2021

I. AGENDA ITEM TITLE: PH-21-AB-24 360 F&C, LLC
D/B/A/ Q'PASO LATIN GRUB
5815 WINDWARD PKWY #202
ALPHARETTA, GA 30005

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

OWNERS: KAZEKA MUNIZ & AMANDA BOLTON
REGISTERED AGEND: KAZEKA MUNIZ

II. RECOMMENDATION:

III. REPORT IN BRIEF:

IV. ALTERNATIVES:

V. ATTACHMENTS:

Alcohol PH minutes 82621

CITY OF ALPHARETTA
PUBLIC HEARING
LIQUOR LICENSE

DATE:	**August 26, 2021**
TIME:	**2:00 PM**
LOCATION:	**Via Zoom at https://zoom.us** **Meeting ID: 986 2164 3579** **Dial In: +1-646-558-8656**

Official Minutes

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

I. CALL TO ORDER: Assistant City Attorney Steven Jones called the meeting to order at 2:00 PM.

II. LICENSE APPLICATIONS:

1. **PH-21-AB-23** Cactus Cantina, LLC
d/b/a Cactus Cantina
3055 North Point Parkway Suite 100
Alpharetta, GA 30005

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

Owner: Jovito Garcia
Registered Agent: Emily Abdelrazeq

This application is being rescheduled for a future date since a representative was not present for the hearing.

2. **PH-21-AB-24** 360 F&C, LLC
d/b/a Q'Paso Latin Grub
5815 Windward Parkway Suite 202
Alpharetta, GA 30005

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

Owners: Kazeka Muniz & Amanda Bolton
Registered Agent: Kazeka Muniz

Mr. Kazeka Muniz, owner of Q'Paso Latin Grub, was present on the call. City Clerk Erin Cobb asked Mr. Muniz when he planned to open. Mr. Muniz stated they have a soft opening planned for September 7, 2021 with a Grand Opening scheduled for the week of September 25, 2021. She confirmed he has both a restaurant and a food truck. The restaurant will be open prior to the alcohol license being obtained. Code Enforcement Officer Frank Jackson commented that Mr. Muniz was closed during COVID and most recently due to lack of personnel to work in the restaurant. He has been asked to open within 60 days as to not operate as a "ghost kitchen". Mr. Jones reminded Mr. Muniz he will need to obtain a State of Georgia alcohol license and abide by the City of Alpharetta's local alcohol ordinances to which Mr. Muniz acknowledged.

PUBLIC COMMENT: No Public Comment

Mr. Jones recommended this license be approved. Ms. Cobb stated it will be on the Consent Agenda at the City Council Meeting scheduled for Tuesday, September 7, 2021 at 6:30pm.

The applicant is required to appear in person on September 7, 2021 should Council have any questions regarding this application. Once City Council approves the application, applicant will be allowed to pick up and pay for the alcohol license in Community Development at City Hall.

III. ADJORNMENT: With no further business to discuss or items to be heard, Assistant City Attorney Steven Jones adjourned this meeting at 2:10 pm.

Respectfully Submitted,

Kiersten VanHorn

Kiersten VanHorn, Assistant City Clerk

CITY COUNCIL MEETING
STAFF REPORT

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

I. AGENDA ITEM TITLE: CU-21-09 ALPHARETTA LIQUOR & WINE/11380 STATE BRIDGE ROAD

CITY COUNCIL: AUGUST 23, 2021

This item was heard at the 8/5/2021 Planning Commission meeting. Staff recommended denial. There were no public comments. After discussion, Planning Commission recommended approval subject to staff's recommended conditions. Vote 6-0

II. RECOMMENDATION:

Approve CU-21-09 Alpharetta Liquor & Wine/11380 State Bridge Road, subject to the following conditions (Condition in RED added by Staff):

1. 'Liquor Store' shall be added as a conditional use at 11380 State Bridge Road, Suites 130, 140, & 150 and limited to no more than 4,960 square feet.
2. Conditional use approval shall be limited to Alpharetta Liquor & Wine; no additional 'Liquor Store' use or subleasing shall be permitted within the approved space.
3. Liquor Store shall be limited to package sales of beer, wine and distilled spirits.
4. Hours of operation shall be Monday – Thursday 9:00 AM – 9:30 PM, Friday – Saturday 9:00 AM – 10:30 PM and Sunday 12:30 PM – 7:00 PM.
5. There shall be no neon signage, no window lighting trim, and no primary colors used on signage or awnings.

III. REPORT IN BRIEF:

The applicant, Ramzanali Sadruddin, is requesting a conditional use to allow Alpharetta Liquor & Wine to operate a 'Liquor Store' in a 4,960 square foot suite within a new shopping center. The property is zoned C-1 (Neighborhood Commercial), which requires approval of a conditional use to allow a 'Liquor Store'. The subject property is located at 11380 State Bridge Road, Suites 130, 140 & 150 at the northeast corner of State Bridge Road and Kimball Bridge Road in the Kimball Plaza shopping center.

DISCUSSION

The submitted request, if approved, would allow Alpharetta Liquor & Wine to operate a 'Liquor Store' in a 4,960 square foot suite within a new shopping center. The property is zoned C-1 (Neighborhood Commercial), which requires approval of a conditional use to allow a 'Liquor Store'. The subject property is located at 11380 State Bridge Road, Suites 130, 140 & 150 at the northeast corner of State Bridge Road and Kimball Bridge Road in the Kimball Plaza shopping center.

The 1.15-acre property is developed as Kimball Plaza, which is a new 1-story, 9,464 square foot shopping center building. Surrounding properties are zoned C-1, except the property to the east and south is City of Johns Creek. Georgia Clinic and U-Store Climate Controlled Storage are located to the north, a commercial strip center and City of Johns Creek are located to the east, Honda Carland Service Center is located to the west and City of Johns Creek to the south. The Comprehensive Land Use Plan designation of the property is 'Commercial'.

Alpharetta Liquor & Wine is a new business. The applicant proposes to occupy Suites 130, 140 and 150, which have a combined area of 4,960 square feet. According to the applicant, products sold will include beer, wine, spirits and associated items related to alcohol package sales. Hours of operation are Monday – Thursday 9:00 AM – 9:30 PM, Friday – Saturday 9:00 AM – 10:30 PM and Sunday 12:30 PM – 7:00 PM. The applicant anticipates less than ten (10) employees.

The UDC allows a 'Liquor Store' by-right in the C-2 (General Commercial) and LI (Light Industrial) zoning districts and with approval of a conditional use in the CUP (Community Unit Plan), O-I (Office-Institutional), C-1 (Neighborhood Commercial), PSC (Planned Shopping Center) and MU (Mixed Use) zoning districts. The table below provides a list of 'Liquor Stores' operating in the City, as well as past public hearing requests for 'Liquor Store' use.

Name	**Address**	**Zoning**	**Approval Process**
Royal Liquor Store	4305 State Bridge Rd	C-1	Allowed by Annexation – Fulton County conditions excluded free-standing liquor stores
Old Milton Beverage	4045 Old Milton Pkwy	C-2	Allowed By-right
Total Wine	6290 North Point Pkwy	PSC	Allowed by-right under North Point Business Center MP, Pod 3
Reds Package Store	270 South Main St	C-2	Allowed By-right
Costco Liquors	2855 Jordan Ct	O-I	Allowed by Oxford Green MP Tract A
Total Wine	380 North Point Cir	PSC	Approved for conditional use in North Point Mall MP in 2008
Westside Wine & Spirits	2125 Hembree Rd	CUP	Denied 5/24/2021
Arrowhead Liquor Store	3675 Old Milton Pkwy	O-I	Withdrawn July 2015

TRAFFIC

Staff estimates that the 4,960 square foot 'Liquor Store' would generate 503 daily trips and 95 PM Peak Hour trips. Staff compared the proposed 'Liquor Store' use to other uses that are similarly situated in strip shopping centers. The table below shows that the proposed 4,960 square foot 'Liquor Store' would generate significantly more PM Peak Hour trips than other uses typically found in a shopping center.

Use	**Daily Trips**	**PM Peak Hour trips**
Liquor Store (Proposed Conditional Use)	503	95
Medical/Dental Office	173	17
Variety Store	315	34
Pharmacy (w/out drive-thru)	447	42
Hair Salon		7
Copy/Print Center		37
High Turn Over Sit-Down Restaurant	556	48

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: Access into and out of the subject property is limited. The property is located at a high-traffic intersection, which has an unusual geometry. Access to the property from State Bridge Road (Old Milton Parkway) consists of a restricted right-in/right-out curb cut and access from Kimball Bridge Road is through an adjoining shopping center property, which also has a restricted right-in/right-out curb cut. Vehicular access is a concern given that the 'Liquor Store' would generate 95 PM Peak Hour trips. A 'Liquor Store' generates significantly more PM Peak Hour trips than other uses typically found in a shopping center.

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 applicant's site plan complies with the above-mentioned improvements.

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 have impacts on surrounding properties. While the intersection of State Bridge Road and Kimball Bridge Road is developed as a commercial node, the properties immediately behind the commercial development are developed as residential subdivisions and an elementary school. In addition, there are two (2) liquor stores in Alpharetta and one (1) in Johns Creek within ¾-mile of the applicant's proposed location.

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;

Response: The proposal could have impacts on surrounding properties. While the intersection of State Bridge Road and Kimball Bridge Road is developed as a commercial node, the properties immediately behind the commercial development are developed as residential subdivisions and an elementary school. In addition, there are two (2) liquor stores in Alpharetta and one (1) in Johns Creek within ¾-mile of the applicant's proposed location.

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

Response: While the intersection of State Bridge Road and Kimball Bridge Road is developed as a commercial node, the properties immediately behind the commercial development are developed as residential subdivisions and an elementary school. In addition, there are two (2)

liquor stores in Alpharetta and one (1) in Johns Creek within ¾-mile of the applicant's proposed location.

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 similar uses in the immediate vicinity of the subject property. Royal Liquor Store is located in the Publix shopping center at 4305 State Bridge Road, Suite 109 and Old Milton Beverage is located in Brookside Station at 4045 Old Milton Parkway, which are approximately 1,350' and 3,915' away, respectively. In addition, there are two (2) liquor stores in Johns Creek to the northeast and south, which are approximately 1.75 miles and 0.5 miles away, respectively. The nearest residence to the proposed 'Liquor Store' is located to the west in the Park Brooke subdivision, which is approximately 630' away. Ocee Elementary School is located to the south, which is approximately 1,240' away. All distances above were measured in a straight-line distance, as the crow flies.

CONCURRENCES

City Staff has reviewed the applicant's proposal and finds that the request is in conflict with the established review criteria for a conditional use. Vehicular access is a concern given that the 'Liquor Store' would generate 95 PM Peak Hour trips. A 'Liquor Store' generates significantly more PM Peak Hour trips than other uses typically found in a shopping center. Also, there are concerns that the proposed 'Liquor Store' is not appropriately separated from similar uses and conflicting uses. There are two (2) liquor stores in Alpharetta and one (1) in Johns Creek within ¾-mile of the applicant's proposed location. Residential subdivisions have been developed adjacent to and behind the commercial development in all four (4) quadrants of the intersection, as well as, Ocee Elementary School, which is less than ¼-mile from the applicant's property to south in Johns Creek.

CITIZEN PARTICIPATION PLAN

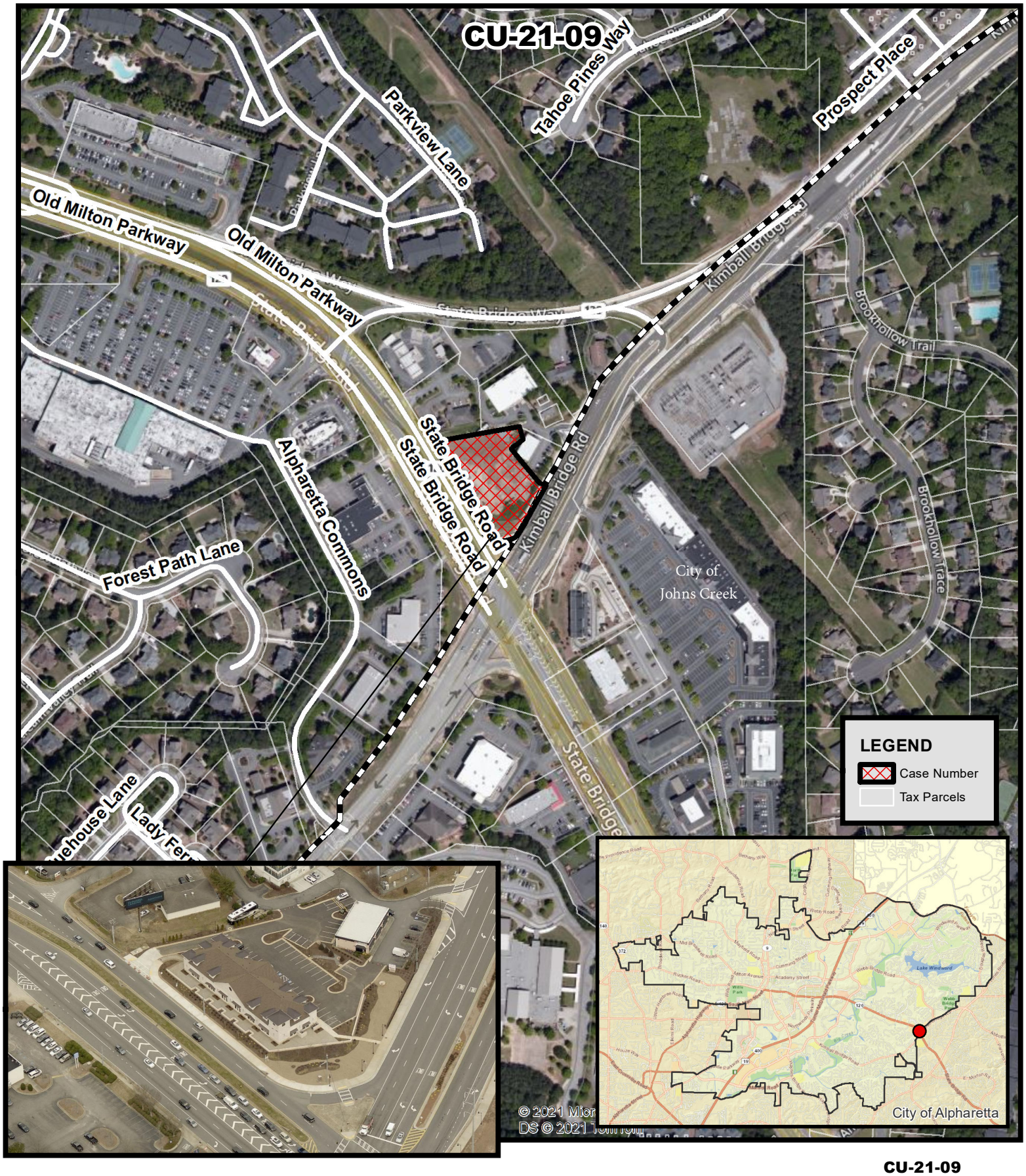
The report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that no comments were received.

COMMUNITY ZONING INFORMATION MEETING

The CZIM was held on July 14, 2021. There were no public comments.

IV. ATTACHMENTS:

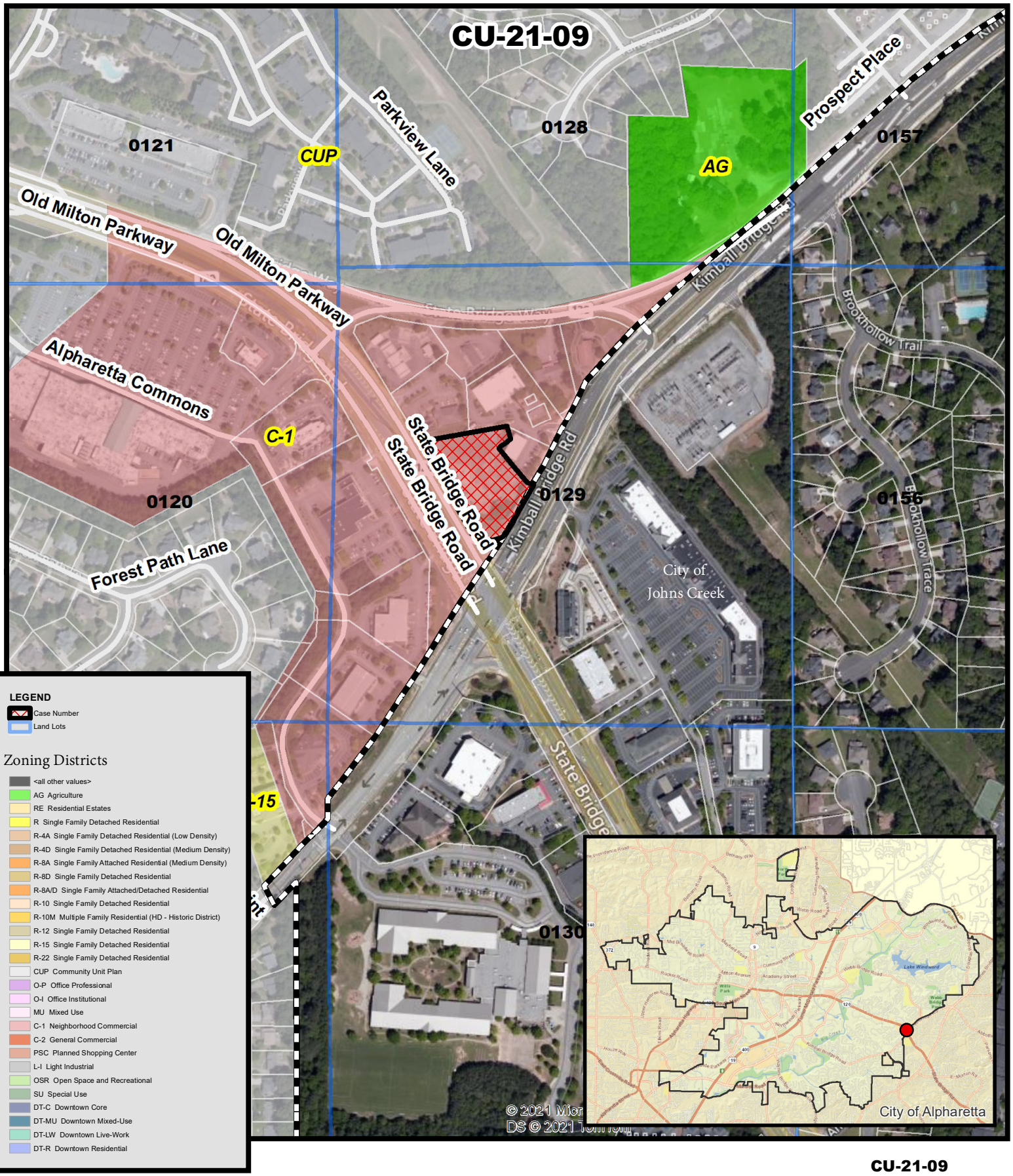
- Survey/Site Plan



Aerial Map
Alpharetta Liquor & Wine
11380 State Bridge Road

CU-21-09
D/LL: 1/1/0129
PC: 8/05/21
CC: 8/23/21

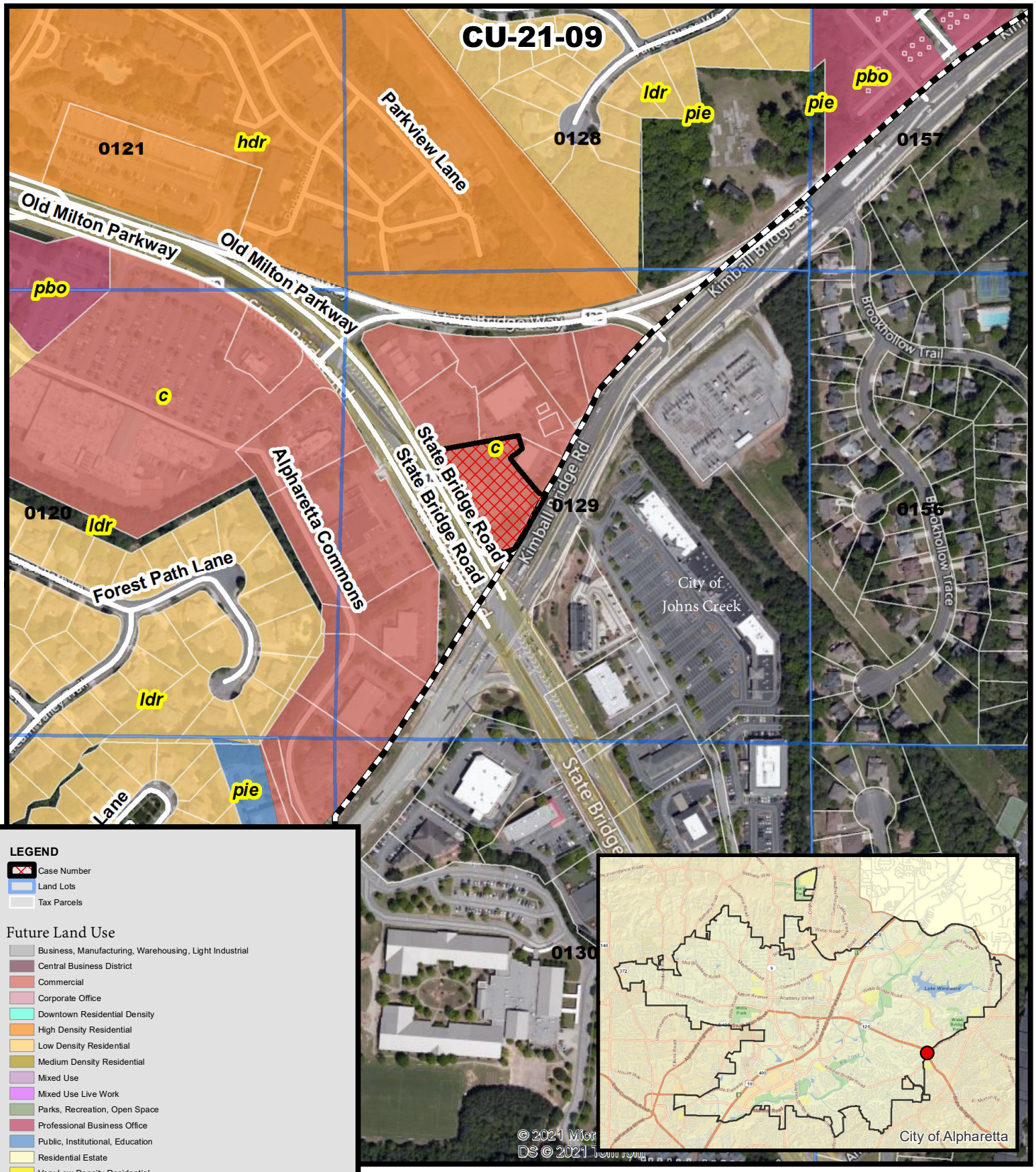
Location Map Provided by:
Community Development - GIS



Zoning Map
Alpharetta Liquor & Wine
11380 State Bridge Road

CU-21-09
D/LL: 1/1/0129
PC: 8/05/21
CC: 8/23/21

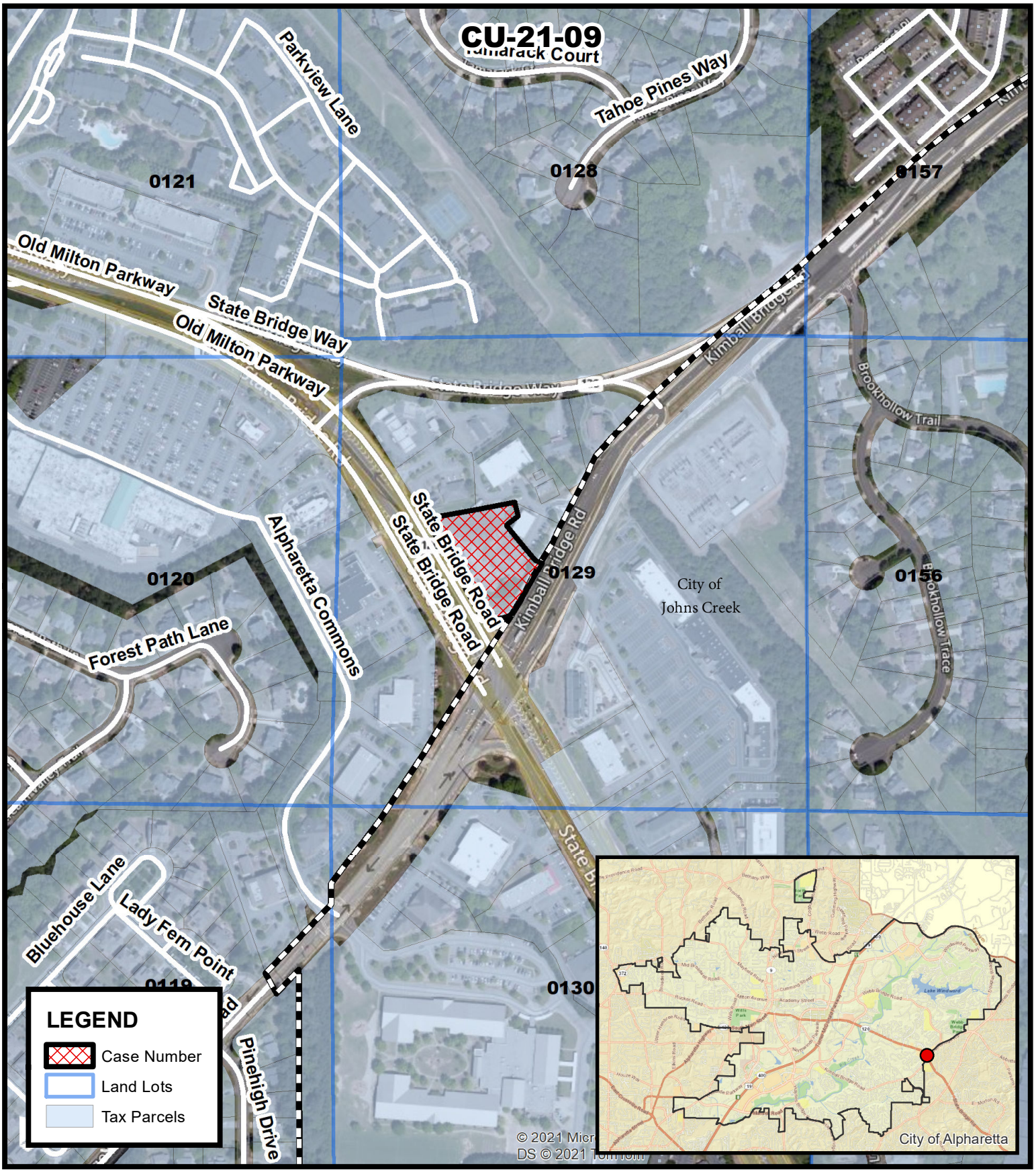
Location Map Provided by:
Community Development - GIS



Future Land Use
Alpharetta Liquor & Wine
11380 State Bridge Road

CU-21-09
D/LL: 1/1/0129
PC: 8/05/21
CC: 8/23/21

Location Map Provided by:
Community Development - GIS

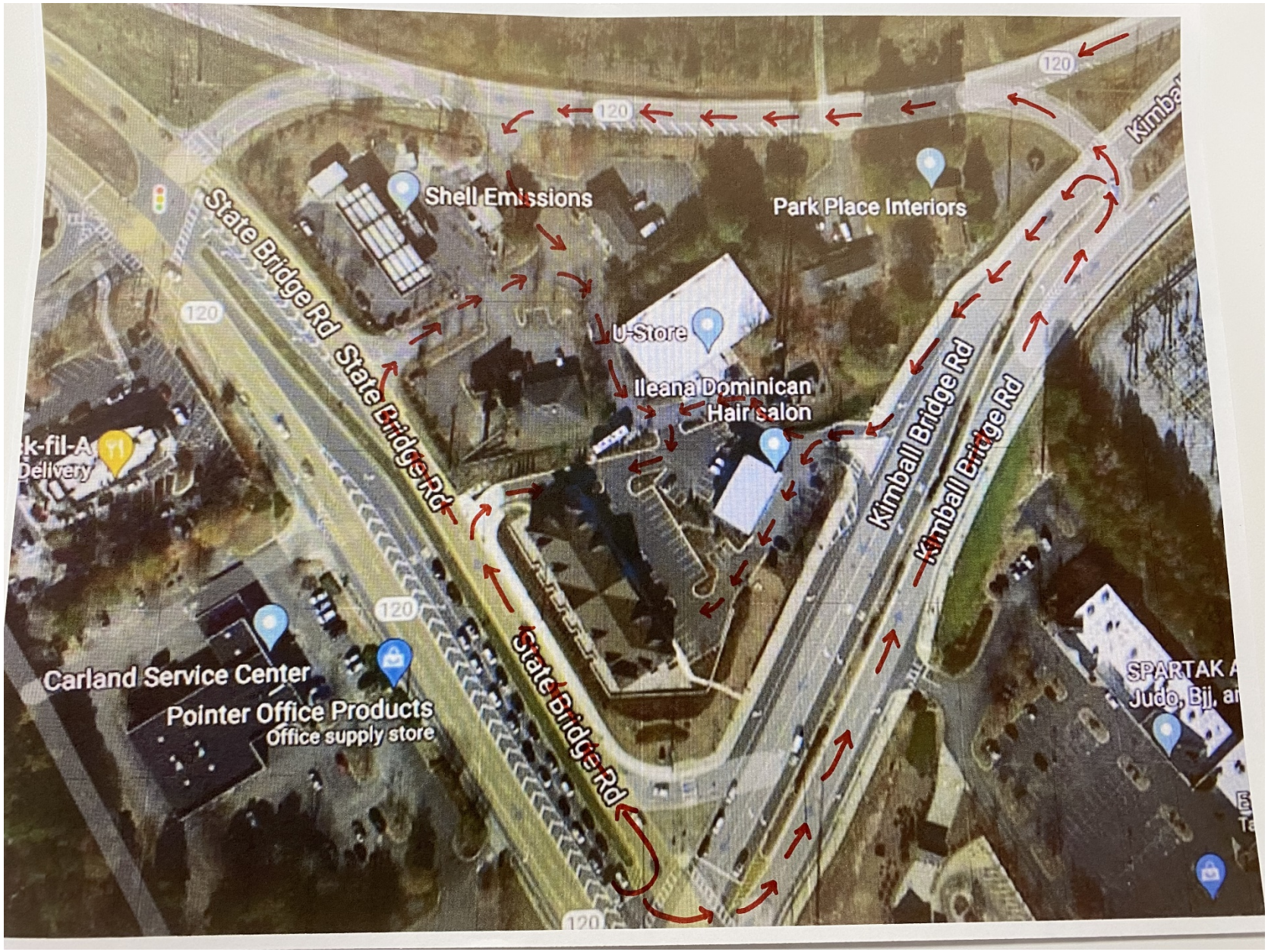


Location Map
Alpharetta Liquor & Wine
11380 State Bridge Road

CU-21-09
D/LL: 1/1/0129
PC: 8/05/21
CC: 8/23/21

Location Map Provided by:
Community Development - GIS

120
Shell Emissions
Park Place Interiors
State Bridge Rd
State Bridge Rd
U-Store
Ileana Dominican
Hair salon
Kimball Bridge Rd
Kimball Bridge Rd
Carland Service Center
Pointer Office Products
Office supply store
State Bridge Rd
SPARTAK
Judo, Bij, a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U-Store
Ileana Dominican
Hair salon
Kimball Bridge Rd
Kimball Bridge Rd
Delivery
Carland Service Center
Pointer Office Products
Office supply store
State Bridge Rd
SPARTAK
Judo, Bjj, a
120
120
120
120

CITY OF ALPHARETTA

REPORT FOR SURVEY FOR ALCOHOLIC BEVERAGE LICENSE

TO: Alcoholic Beverage Permitting - Department of Public Safety DATE: 05-20-2021

APPLICANT: GPA VENTURES 2 LLC, PYARALI ROY

TRADE NAME: LIQUOR HUB

ADDRESS: 11380 STATE BRIDGE RD. SUITE 130 CITY: ALPHARETTA STATE: GA ZIP: 30022

The undersigned has examined the subject location and has made measurements to determine the compliance or noncompliance with distance requirement of the Code Of The City Of Alpharetta, Georgia, as follows:

1. 2,565 feet to the PROPERTY LINE OF A PRIVATE RESIDENCE
   (private) residence located at 11410 BROOKHOLLOW TRAIL

2. 2,400 feet to the SCHOOL BUS STOP
   (regular) school bus stop as designated by the Fulton County Board of Education** where five (5) or more children board the bus and which is located at INTERSECTION OF KIMBALL BRIDGE RD. AND AVERY COVE CT., ALPHARETTA, GA. 30022

   *** This information can be obtained by faxing your request to "North Transportation: Fulton Board of Education" at 470-254-2978. List type of application applied for, name of company, owner of company, street address, your phone number, and name and information requested.*

Distances from the subject location must be a minimum of three hundred (300) feet from any of the following:

3. 1,863 feet to the CONGREGATION GESHER L'TORAH
   (church or other place used primarily for religious service) located at 4320 KIMBALL BRIDGE RD., ALPHARETTA, GA. 30022

4. 11,844 feet to the OCEE BRANCH PUBLIC LIBRARY
   (public library or branch thereof) located at 5100 ABBOTTS BRIDGE RD., ALPHARETTA, GA. 30009

5. 1,862 feet to the OCEE ELEMENTARY SCHOOL
   (school ground or college campus) located at 4375 KIMBALL BRIDGE RD, JOHNS CREEK GA. 30022

6. 4,980 feet to the OCEE PARK
   (portion of public park habitually used for recreational purposes) located at 10900 BUICE RD., ALPHARETTA, GA. 30022

Distance shall be measured from such residence, library, property line of church or other place used primarily for religious services, property line of school ground or college campus, park or library, property line, park or school bus stop by the straight line distance to the point of the premises nearest to such residence, library, property line, park or school bus stop.

7. 2,638 FEET TO THE NEAREST RETAIL PACKAGE LIQUOR STORE - ROYAL LIQUOR STORE- 4305 STATE BRIDGE RD., ALPHARETTA, GA. 30022

In my opinion, the premises indicated above meets the distance requirements for licensing as prescribed by the Code of the City of Alpharetta, Georgia.

Signature of Georgia Registered Land Surveyor

2679
Surveyor Number

NOTE: A survey showing the distance to the use described above must be attached to this form at the time of submittal.

A

NEAREST SCHOOL GROUNDS:
OCEE ELEMENTARY SCHOOL
4375 KIMBALL BRIDGE RD.
JOHNS CREEK, GA. 30022
DISTANCE: 1,862 FT.

B

NEAREST SCHOOL BUS STOP:
INTERSECTION OF KIMBALL BRIDGE RD.
AND AVERY COVE CT.
ALPHARETTA,GA. 30022
DISTANCE: 2,400 FT.

C

NEAREST PRIVATE RESIDENCE:
(SINGLE FAMILY)
11410 BROOKHOLLOW TRAIL
ALPHARETTA,GA. 30022
DISTANCE: 2,565 FT.

D

NEAREST CHURCH GROUNDS:
CONGREGATION GESHER L'TORAH
NORTH FULTON JEWISH CENTER
4320 KIMBALL BRIDGE RD.
ALPHARETTA, GA. 30022
DISTANCE: 1,863 FT.

E

NEAREST PARK:
OCEE PARK
10900 BUICE RD.
JOHNS CREEK, GA. 30022
DISTANCE: 4,980 FT.

F

NEAREST RETAIL PACKAGE LIQUOR STORE:
ROYAL LIQUOR STORE
4305 STATE BRIDGE RD.
SUITE 109
ALPHARETTA, GA. 30022
DISTANCE: 2,638 FT.

THE LOCATION BELOW NOT SHOWN GRAPHICALLY
DUE TO DISTANCE FROM SITE.

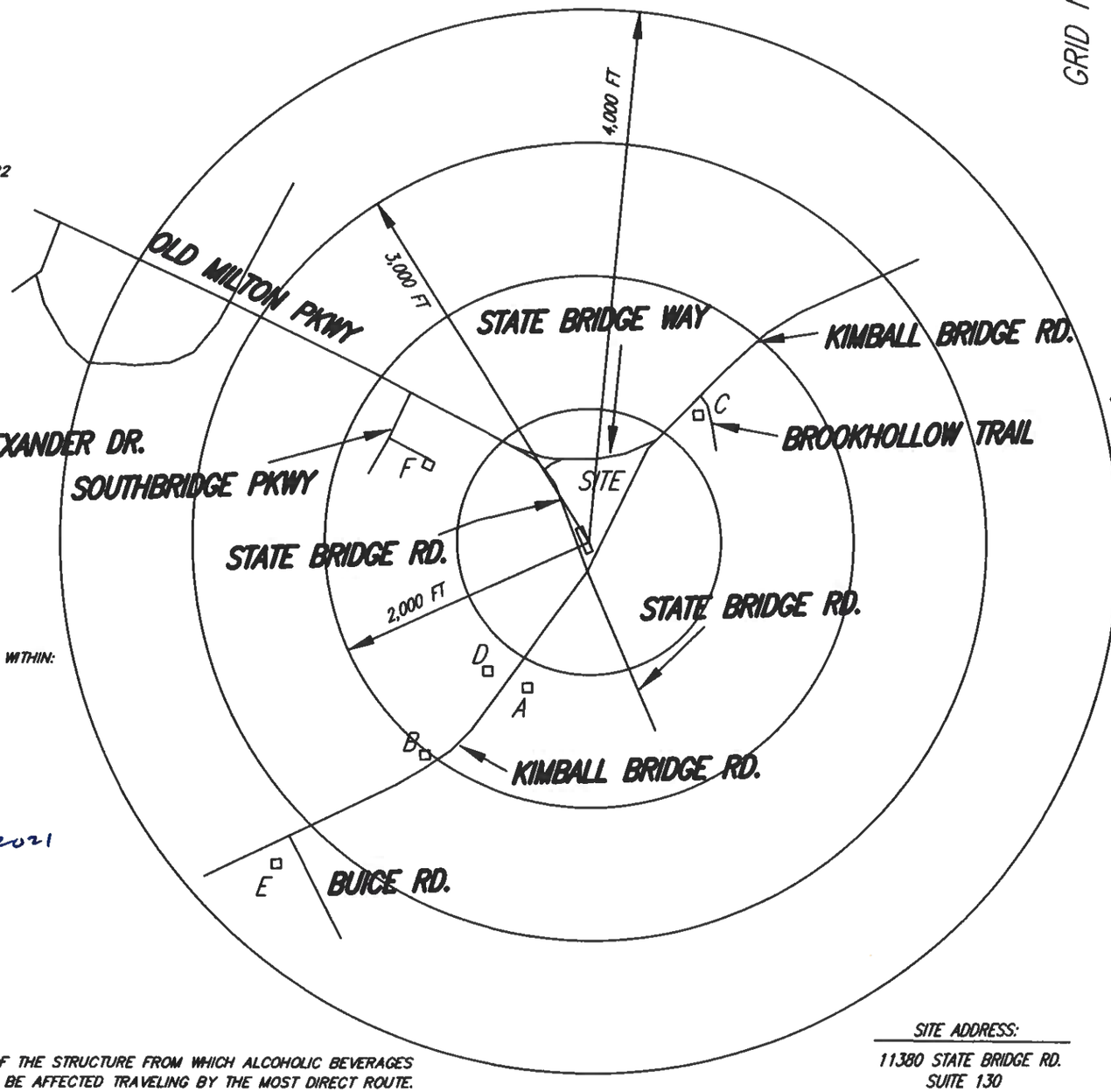
NEAREST PUBLIC LIBRARY:
OCEE BRANCH PUBLIC LIBRARY
5100 ABBOTTS BRIDGE RD.
JOHNS CREEK, GA. 30009
DISTANCE: 11,844 FT.

SURVEYOR'S CERTIFICATION

I CERTIFY THAT BEER, WINE AND LIQUOR PACKAGE SALES ARE NOT WITHIN:
-200 FEET OF ANY PRIVATE RESIDENCE
-300 FEET OF ANY CHURCH GROUNDS
-300 FEET OF ANY SCHOOL GROUNDS
-200 FEET OF ANY SCHOOL BUS STOP
-300 FEET OF ANY PARK
-300 FEET OF ANY PUBLIC LIBRARY
-1500 FEET OF ANY RETAIL PACKAGE LIQUOR STORE

SURVEYOR SIGNATURE

05-20-2021
DATE



GRID NORTH

GEORGIA REGISTERED No. 2679 LAND SURVEYOR JULIAN D. GRACE

05-20-2021

J.D.GRACE
LAND SURVEYING, LLC
2300 KIMBROUGH COURT
ATLANTA, GA 30350
CELL: (770) 733-4649
OFFICE: (678)587-0100
jdgrace13@yahoo.com

ALCOHOLIC BEVERAGE SURVEY

FOR
LIQUOR HUB
LAND LOT 129
1ST DISTRICT, 1ST SECTION
FULTON COUNTY, GEORGIA
CITY OF ALPHARETTA

APPLICANT:
PYARALI ROY
PHONE: 678-517-5398

OWNER:
GPA VENTURES 2 LLC

DATE: 05-20-2031

GRAPHIC SCALE
0' 1000' 2000' 3000'
1" = 1000'

SITE ADDRESS:
11380 STATE BRIDGE RD.
SUITE 130
ALPHARETTA, GEORGIA 30022

SURVEY NOTES:

1. DISTANCES SHOWN ARE MEASURED FROM THE FRONT DOOR OF THE STRUCTURE FROM WHICH ALCOHOLIC BEVERAGES ARE TO BE SOLD TO THE PROPERTY LINE OF THE FACILITY TO BE AFFECTED TRAVELING BY THE MOST DIRECT ROUTE.
2. THIS SURVEY IS TO OBTAIN A ALCOHOLIC BEVERAGE LICENSE FOR BEER, WINE AND LIQUOR RETAIL PACKAGE SALES.

COMMUNITY DEVELOPMENT
COMMUNITY ZONING INFORMATION MEETING
JULY 14, 2021
ZOOM
6:00 PM

I. Staff Present
   a. Michael Woodman
   b. Ben Kern
   c. Lauren Shapiro
II. George Animal Hospital
III. Adora Day Care Center
IV. Alpharetta Liquor & Wine
   a. Applicant Presentation:
      i. Seeking to open a retail package store within a brand new building.
      ii. Applicant has spent 20 years in the business and is looking to expand.
   b. Public Comment
      i. There were no public comments or questions for this item.
V. 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: ALPHARETTA LIQUOR & WINE PLA 210032

Contact Name: RAMYA SADEWDDIN Telephone: 678-517-5398

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.

NO COMMENTS

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

- [x] Letter
- [x] 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: Ramyaswali Sadewddin Date: 7/5/2021

Print Form

6/16/2021

Ramzanali Sadruddin
450 Virginia Highlands
Fayetteville, GA 30215

RE: Alpharetta Liquor and Wine PHA210032

Dear Property Owner:

Please allow this letter to serve as public notice for a Conditional Use request at 11380 State Bridge Rd Suite 130 Alpharetta, GA 30022 to allow a liquor and wine store to be added to the vacant space.

The Community Zoning Information Meeting (CZIM) for this request will be held on Wednesday, July 14, 2021 at 6:00 p.m. via Zoom. The link to the meeting is https://zoom.us/j/93938220246. 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, August 5, 2021 at 6:30 PM and City Council on Monday, August 23, 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 me at your convenience. I can be reached at roy.2098@yahoo.com.

Sincerely,

Ramzanali Sadruddin

AMREIT ALPHARETTA COMMONS LP
P O BOX 528
COLUMBIA SC 29202-0528

GEORGIA TRANSMISSION CORP
2100 EAST EXCHANGE PL
TUCKER GA 30085

MEMPHIS INTERIORS L L C
4465 STATE BRIDGE WAY
ALPHARETTA GA 30005

DIEHL LEON A & GLENDA S
822 FOREST PATH LN
ALPHARETTA GA 30022-6468

KER CAR LLC
5430 NEW NORTHSIDE DR STE 200
ATLANTA GA 30339

U STORE L L C
4400 KIMBALL BRIDGE RD
ALPHARETTA GA 30005

CHICK FIL A INC
5200 BUFFINGTON RD
ATLANTA GA 30349

DITMORE VINCENT G & PEGGY S
824 FOREST PATH LN
ALPHARETTA GA 30022-6468

PARIKH & PARIKH LLC
9210 PRESTWICK CLUB DR
DULUTH GA 30097

LEE & PARK REAL ESTATE LLC
3719 NASHVILLE AVE
NEW ORLEANS LA 70125

KATES RANDY L & RHONDA K
826 FOREST PATH LN
ALPHARETTA GA 30022-6468

BOCA BARGOONS OF ALPHARETTA IN
1055 LEADENHALL ST
ALPHARETTA GA 30022

KNOLL MICHAEL C & CYNTHIA A
828 FOREST PATH LN
ALPHARETTA GA 30022-6468

DRP COMPANY
4308 CAYUGA ST
TAMPA FL 33614

BROTHERS PROPERTIES JOHNS CREI
3127 MAPLE DR NE
ATLANTA GA 30305

D & T REALTY ASSOCIATIES LLLP
4030 JOHNS CREEK PKWY
SUWANEE GA 30024

INDIGO DEV INC
300 WILMOT
DEERFIELD IL 60015

WF JOHNS CREEK LLC
8505 ROSWELL RD
SANDY SPRINGS GA 30350

U STORE L L C
4400 KIMBALL BRIDGE RD
ALPHARETTA GA 30005

TMT PARK BRIDGE INC
3520 PIEDMONT RD NE STE 410
ATLANTA GA 30305-1512

STATE AND STATE LLC
366 CAVERTON LN
ALPHARETTA GA 30022

HMB FOOD INC
4239 BLUEHOUSE LN
ALPHARETTA GA 30022

STATE AND STATE LLC
366 CAVERTON LN
ALPHARETTA GA 30022

FULTON COUNTY
141 PRYOR ST SW SUITE 7000
ATLANTA GA 30303

IHK PROPERTIES LLC
450 MCGINNIS FERRY VILLAGE PL UNI
103
ALPHARETTA GA 30005

PIEDMONT CAPITAL HOLDINGS LLC
1380 W PACES FERRY RD STE 2275
ATLANTA GA 30327

04-21-04

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY

Case #: PHA 210032

☑ Fee Paid · Initial: dh

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: RAMZANALI SADRUDDIN Telephone: 678-517-5398

Address: 450 VIRGINIA HIGHLANDS Suite:

City FAYETTEVILLE State: GA Zip: 30215 Fax:

Mobile Tel: Email: roy.2098@yahoo.com

Subject Property Information:

Address: 11380 STATE BRIDGE Rd, Suite 130 Current Zoning:

District: Section: Land Lot: Parcel ID:

Proposed Zoning: Current Use:

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

☒ Conditional Use ☐ Master Plan Amendment ☐ Exception

☐ Rezoning ☐ Master Plan Review

☐ Variance ☐ Public Hearing

Applicant Request And Intent

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

RETAIL PACKAGE STORE

Applicant's Request (Please itemize the proposal):

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

Question: 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.

Answer: There are already numerous retail package stores open and operating in the city of Alpharetta. Property is already zoned and developed. This public hearing application is necessary to be in compliance with the city of Alpharetta's ordinance for "conditional use" in a C1 zoned property to allow a retail package store.

Business name: Alpharetta Liquor & Wine

Suite numbers: 130, 140 & 150

Square footage: 4960 square feet

Hours of operation: Mon-Thur. 9am-9:30pm
Fri-Sat 9am-10:30pm
Sunday 12:30pm-7pm

Employees: Less than 10

Products sold: Beer, Wine, Spirits and associated items relative to alcohol package sales.

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Hamid Mashinchi Telephone: 404-275-0896

Address: 4400 Kimball Bridge Rd Suite:

City Alpharetta GA State: Zip: 30005 -

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
- [x] 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: Date: 6-1-21

Notary:

Notary Signature: Date: 6/1-21

SHAO PING HSU
MY COMMISSION EXPIRES
JUNE 26 2021
FORSYTH COUNTY, GA
NOTARY PUBLIC

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: _____ Telephone: _____

Address: _____ Suite: _____

City _____ State: _____ Zip: _____ - _____

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: RAMZANALI SADRUDDIN Telephone: 678-517-5398

Address: 450 VIRGINIA HIGHLANDS Suite:

City FAYETTEVILLE State: GA Zip: 30215 - _____

So Sworn and Attested:

Owner Signature: Ramzanali Sadruddin Date: _____

Notary:

Notary Signature: _____ Date: _____

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~~: RAMZANALI SADRUDDIN

Subject Public Hearing Case: _____

Campaign Contribution Information:

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

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

Name of Official: N/A Position: _____

Description of Contribution: _____ Value: -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: Ramzanali Sadruddin Date:

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

Its a retail package store, ~~[illegible]~~ so its compatible.

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

It will have no negative affect. It will attract additional traffic to the other retail stores in the shopping center

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

already zoned and developed.

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

Negligible.

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

No adverse impact.

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

Property already zoned and completed so in compliance with land use plan.

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

No, already developed.

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: _____

Contact Name: _____ Telephone: _____

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.

Chick-fil-a	4285 State Bridge Rd Alpharetta GA 30022
DIT Realty Associates, LLLP	4305 State Bridge Rd Alpharetta GA 30022
Beck William	4365 Hamble Bridge Rd Johns Creek, GA 30022
QL Providence Trust	4385 Hamble Bridge Rd Johns Creek GA 30022
Lee & Park Real Estate, LLC	4310 Hamble Bridge Rd Alpharetta GA 30022
Hamble Bridge Properties, LLC	4380 Hamble Bridge Rd Alpharetta GA 30022

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

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

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

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: _____

Contact Name: _____ Telephone: _____

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

ARG MCWSL 8001 LLC	11110 State Bridge Rd Johns Creek, GA 30022
RKA Dragons of Tampa, LLC	11120 State Bridge Rd Johns Creeks, GA 30022
Brothers Properties	11130 State Bridge Rd Johns Creek, GA 30022
Pine 19 Alpharetta GA, LLC	4395 Kimball Bridge Rd Alpharetta, GA 30022
Hale Properties, LLC	11255 State Bridge Rd Johns Creek GA 30022
DRD Company	11266 State Bridge Rd Johns Creek, GA 30022
Her Car, LLC	11300 State Bridge Rd Alpharetta GA 30022

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

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

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

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: _____

Contact Name: _____ Telephone: _____

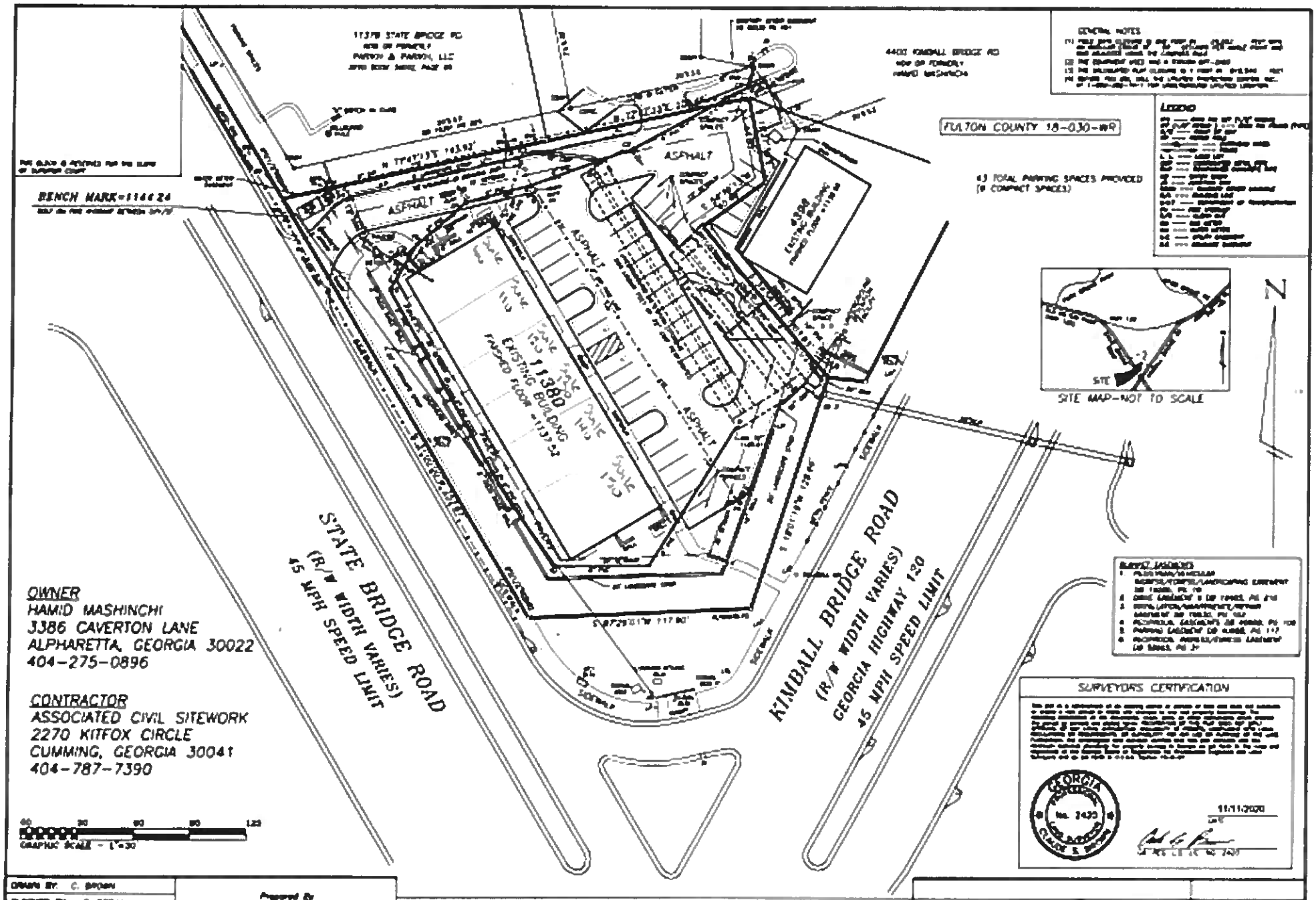
The following people will be notified of this application and provided information describing the subject proposal. Please note that ALL adjoining property owners MUST be notified. Use additional pages as needed.

U-Store, LLC	4400 Kimball Bridge Rd Alpharetta GA 30005
U-Store, LLC	4400 Kimball Bridge Rd Alpharetta, GA 30005
Parkin: Parkin LLC	11378 State Bridge Rd Alpharetta GA 30022
11370 Food, LLC	11370 State Bridge Rd Alpharetta GA 30022
Piedmont Capital Holdings	4435 State Bridge Way Alpharetta GA 30005
11444 Properties, LLC	4455 State Bridge Way Alpharetta GA 30005
Mangano Interiors, LLC	4465 State Bridge Way Alpharetta GA 30005

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

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

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



OWNER
HAMID MASHINCHI
3386 CAVERTON LANE
ALPHARETTA, GEORGIA 30022
404-275-0896

CONTRACTOR
ASSOCIATED CIVIL SITEWORK
2270 KITFOX CIRCLE
CUMMING, GEORGIA 30041
404-787-7390

DRAWN BY:	C. BROWN
CHECKED BY:	C. BROWN
DATE FIELD SURVEY	OCTOBER 14, 2020
DATE PLAT DRAWING	OCTOBER 23, 2020
SCALE:	1" = 30'
JOB NO.:	2881

Prepared By
REGISTERED LAND SURVEYORS, INC.
138 SAVANNA ESTATES DRIVE
CANTON, GEORGIA 30115
(770) 890-7878
email: registeredlandsu@comcast.net

AS-BUILT SURVEY PLAT PREPARED FOR:

HAMID MASHINCHI

LAND LOT 129, OF THE 1st DISTRICT, 1st SECTION
CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA

SITE ADDRESS:
11380 STATE BRIDGE ROAD
ALPHARETTA, GA 30005

REVISIONS

SHEET NO.
S-1
OF 2 SHEETS

FULTON COUNTY 18-030-04

BENCH MARK=1144.24

43 TOTAL PARKING SPACES PROVIDED (8 COMPACT SPACES)

ASPHALT

4308 KIMBALL BRIDGE RD

11380 STATE BRIDGE RD

STATE BRIDGE ROAD
(R/W WIDTH VARIES)
45 MPH SPEED LIMIT

KIMBALL BRIDGE ROAD
(R/W WIDTH VARIES)
GEORGIA HIGHWAY 120
45 MPH SPEED LIMIT

SITE MAP—NOT TO SCALE

N

GENERAL NOTES

LEGEND

BASIS OF BEARINGS

SURVEYORS CERTIFICATION

GEORGIA REGISTERED LAND SURVEYOR No. 3433 CLARK S. BARNES

11/11/2020

OWNER
HAMID MASHINCHI
3386 CAVERTON LANE
ALPHARETTA, GEORGIA 30022
404-275-0896

CONTRACTOR
ASSOCIATED CIVIL SITEWORK
2270 KITFOX CIRCLE
CUMMING, GEORGIA 30041
404-787-7390

GRAPHIC SCALE - 1"=30'

DRAWN BY: C. BROWN	
CHECKED BY: C. BROWN	
DATE FIELD SURVEY: OCTOBER 14, 2020	
DATE PLAT DRAWING: OCTOBER 23, 2020	
SCALE: 1" = 30'	
JOB NO.: 2081	

Prepared By
REGISTERED LAND SURVEYORS, INC.
138 SAVANNA ESTATES DRIVE
CANTON, GEORGIA 30115
(770) 888-7878
email: registeredlandsurv@comcast.net

AS-BUILT SURVEY PLAT PREPARED FOR:

HAMID MASHINCHI

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ALPHARETTA, GA 30005

REVISIONS

SHEET NO.
S-1
OF 2 SHEETS

CITY COUNCIL MEETING
STAFF REPORT

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

I. AGENDA ITEM TITLE: PH-20-07 HORIZON 2040 COMPREHENSIVE PLAN - TRANSMITTAL HEARING

CITY COUNCIL: SEPTEMBER 20, 2021

This item was considered at the 9/2/2021 Planning Commission meeting. Staff recommended approval. There were no public comments. After discussion, Planning Commission recommended approval. Vote 6-0

II. RECOMMENDATION:

Approve PH-20-07 Horizon 2040 Comprehensive Plan and authorize transmittal of the draft document to the Department of Community Affairs (DCA) and the Atlanta Regional Commission (ARC).

III. REPORT IN BRIEF:

State regulations require that community comprehensive plans be prepared, adopted, and updated on a regular basis in order to ensure compliance with regional plans and maintain eligibility for grants and other funding. The current comprehensive plan, 2035 Comprehensive Plan, was adopted in 2017. The Horizon 2040 Comprehensive Plan effort was guided by City Staff. Public meetings were held and online surveys were provided to identify needs and opportunities and develop the community vision. In addition, a Steering Committee was formed and met over the course of a year to provide Staff with valuable input and support for the public outreach process. The public hearings associated with the transmittal of the Horizon 2040 Comprehensive Plan to DCA and ARC are also meant to provide the public with an opportunity to review and comment on the draft plan. The plan will be updated based on public comments prior to transmittal.

DISCUSSION

The Alpharetta community identified six (6) themes or areas of focus, which included Traffic Congestion/Walkability, Housing, Office and Retail Vacancies, Growth Management, Sense of Place/Placemaking, and Open Space. In addition, needs and opportunities were identified as it relates the new Broadband Services Element. New policies and strategies were developed based on the six (6) themes and Broadband Services Element.

The Future Land Use Map was updated with most changes reflecting general cleanup resulting from the purchase of parkland around the City and past future land use map changes. Areas designated 'Commercial' along North Point Parkway between Mansell Road and Haynes Bridge Road were changed to 'Mixed-Use' based on community feedback and to be consistent with the vision in the North Point LCI. In addition, the community identified the HP property at the southeast corner of Windward Parkway and Westside Parkway as a mixed-use opportunity.

IV. ATTACHMENTS:

- Horizon 2040 Comprehensive Plan (draft plan)

THE CITY OF ALPHARETTA

HORIZON 2040 COMPREHENSIVE PLAN

TRANSMITTAL HEARINGS:

PLANNING COMMISSION – SEPTEMBER 2, 2021

CITY COUNCIL – SEPTEMBER 20, 2021

What is it?
Why do we do it?

COMPREHENSIVE PLAN

- A Comprehensive Plan is a long-range growth management tool, typically based on a 20-year horizon

- State Comprehensive Planning rules require that local jurisdictions address the following plan elements:
  - Community Involvement Plan
  - Existing Conditions Analysis
  - Needs & Opportunities
  - Community Goals
  - Economic Development
  - Housing
  - Land Use (future land use map)
  - Transportation
  - Intergovernmental Coordination
  - Broadband Services
  - Community Improvement Element (updated annually)
  - 5-Year Short Term Work Program
  - Report of Accomplishments

- State (DCA) requires every jurisdiction to prepare a local comprehensive plan and to regularly update the plan in order to maintain its Qualified Local Government (QLG) Status (eligible for financial resources to aid implementation of plans)

PROJECT TIMELINE

- Pre-Survey – July 17, 2020 – August10, 2020
- Comprehensive Plan Kick-off (1st public hearing) – July 20, 2020
- Steering Committee Meeting #1 – September 9, 2020
- Public Meeting #1 – October 7, 2020
- Online Surveys #1 – October 15, 2020 – November 5, 2020
- Steering Committee Meeting #2 – March 16, 2021
- Public Meeting #2 – April 27, 2021
- Online Surveys #2 – June 1, 2021 – June 25, 2021
- Prepare Draft Comprehensive Plan – May – August 2021
- Citywide Housing Study Presentation (Council Workshop) – August 2, 2021
- Steering Committee Meeting #3 – August 31, 2021
- Planning Commission Transmittal Hearing (2nd public hearing) – Sept. 2, 2021
- Council Transmittal Hearing (2nd public hearing) – September 20, 2021
- DCA/ARC Review (up to 40 days)
- Plan Adoption – No later than October 31, 2021 (October 25, 2021)

Community Involvement Plan

ALPHARETTA | GEORGIA'S CONNECTED CITY

COMMUNITY INVOLVEMENT PLAN

- **Steering Committee** – Assisted in guiding the planning process, provided valuable feedback/input into plan development, and helped get the word out. DCA requires the participation of a Council Member and Economic Development professional on the Steering Committee. Each Council Member appointed a Steering Committee member.

- **Stakeholder List** – HOAs, City Boards/Council, Residents, Local Organizations, Local Newspaper, Colleges/Universities, City Staff

- **Social Media** – Facebook, Twitter, Nextdoor, LinkedIn

- **City Website** – Tile on City website homepage to Project website

COMMUNITY INVOLVEMENT PLAN

- **In-Person & Virtual Meetings**
  - Kick-off Hearing, Transmittal Hearings (3 Public Hearings)
  - Council Workshop – Citywide Housing Study
  - 2 In-Person Public Meetings (Attendance ~120 people)
  - 2 In-Person & 1 Virtual Steering Committee Meetings

- **Online Surveys**
  - Preliminary Survey – July 17, 2020 – August 10, 2020 (718 Responses)
  - Public Meeting #1 Survey – October 15, 2020 – November 5, 2020 (105 Responses)
  - Public Meeting #2 Survey – June 1, 2021 – June 25, 2021 (352 Responses)

Population

A
J
Kimball Bridge Rd
North Point Pkwy

THEMES

AREAS OF FOCUS

THEMES / AREAS OF FOCUS

- **Traffic & Walkability**

  Manage congestion due to growth; significant infrastructure improvements are needed; provide targeted, alternative transportation improvements for seniors and the workforce; plan for alternative modes of travel; increase safety for pedestrians/cyclist; explore local shuttle/trolley options; promote and improve walkability; promote and provide a system of trails.

- **Vacant Office & Retail**

  Develop a plan to deal with vacancies; develop incentives for the North Point area

- **Growth Management**

  Manage overdevelopment; repurpose vacant buildings; maintain natural areas; limit high density

- **Housing**

  Address affordability of housing; manage scale of homes to lot size; manage density; concentrate density at North Point; create walkable neighborhoods; diversify housing opportunities; address missing housing types/price points

- **Sense of Place/Placemaking**

  Build on the arts; maintain small town feel; expand special events; create a mixed-use environment in the North Point area; support a strong school system; improve walkability

- **Open Space**

  Provide more open space; provide park and recreational opportunities for all age groups; provide and protect natural areas in parks

Community Vision

COMMUNITY VISION: ECONOMIC DEVELOPMENT

- **ED Policy 6:** Promote branding and placemaking as a means of creating interesting, sustainable developments.

- **ED Policy 7:** Promote infill of vacant office and retail space with compatible uses and amenities that enhance synergy within the development.

- **New Strategies**
  - Build on the arts and special event programming
  - Unify Downtown businesses
  - Economic Development incentives for North Point
  - Marketing and branding
  - Maintain a list of retail/office vacancies to promote/market for re-use

COMMUNITY VISION: LAND USE

- **LU Policy 9:** Promote redevelopment of highway corridors, with an emphasis on North Point Parkway, Old Milton Parkway and South Main Street, into pedestrian-friendly, mixed-use environments to create viable, growing and attractive areas.

- **LU Policy 10:** Promote the retrofitting of suburban office developments with amenities to increase marketability.

- **New Strategies**
  - Small area plans for Old Milton Pkwy, South Main St, Windward
  - Plan for regional draw uses (entertainment, college/university, assembly)
  - Mix of uses and amenities at suburban office developments
  - Research short-term rental regulations

COMMUNITY VISION: TRANSPORTATION

- **T Policy 8:** Reduce traffic congestion by planning for alternative transportation options and encouraging the use of innovative traffic management solutions.

- **New Strategies**
  - Citywide trail system
  - Implement overlay streetscape standards
  - Alternative transportation options (autonomous vehicles, senior shuttle)
  - Innovative traffic management (Connected Vehicle Program)

COMMUNITY VISION: HOUSING

- **No new policies added.**

- **New Strategies**
  - Prioritize higher density at North Point
  - Protect existing neighborhoods from incompatible redevelopment/infill
  - Biannual updates to Rental Study
  - Discourage single-option senior housing
  - Missing middle housing
  - Research housing affordability tools

COMMUNITY VISION: NATURAL, HISTORIC & CULTURAL RESOURCES

- **NHCR Policy 6:** Continue to add to the City's open space inventory and provide trail connections between parks and where people live and work.

- **New Strategies**
  - Public art
  - Cultural arts venue
  - Identify partnerships to enhance special event programming
  - Further incentivize historic preservation
  - Expand open space (active, passive and natural)
  - Encourage sustainable/green development

COMMUNITY VISION: COMMUNTIY SERVICES AND FACILITIES

- **CSF Policy 5:** Promote walkable communities and areas throughout the City.
- **CSF Policy 6:** Promote community safety and security.
- **New Strategies**
  - Skate park
  - Support Alpha Loop Foundation
  - Partnerships with local schools
  - Partnerships to encourage centralized parking
  - Pedestrian improvements to promote walkability
  - Apply principles of Crime Prevention Through Environmental Design (CPTED) and pedestrian safety to site review
  - Update City's Hazard Mitigation Plan

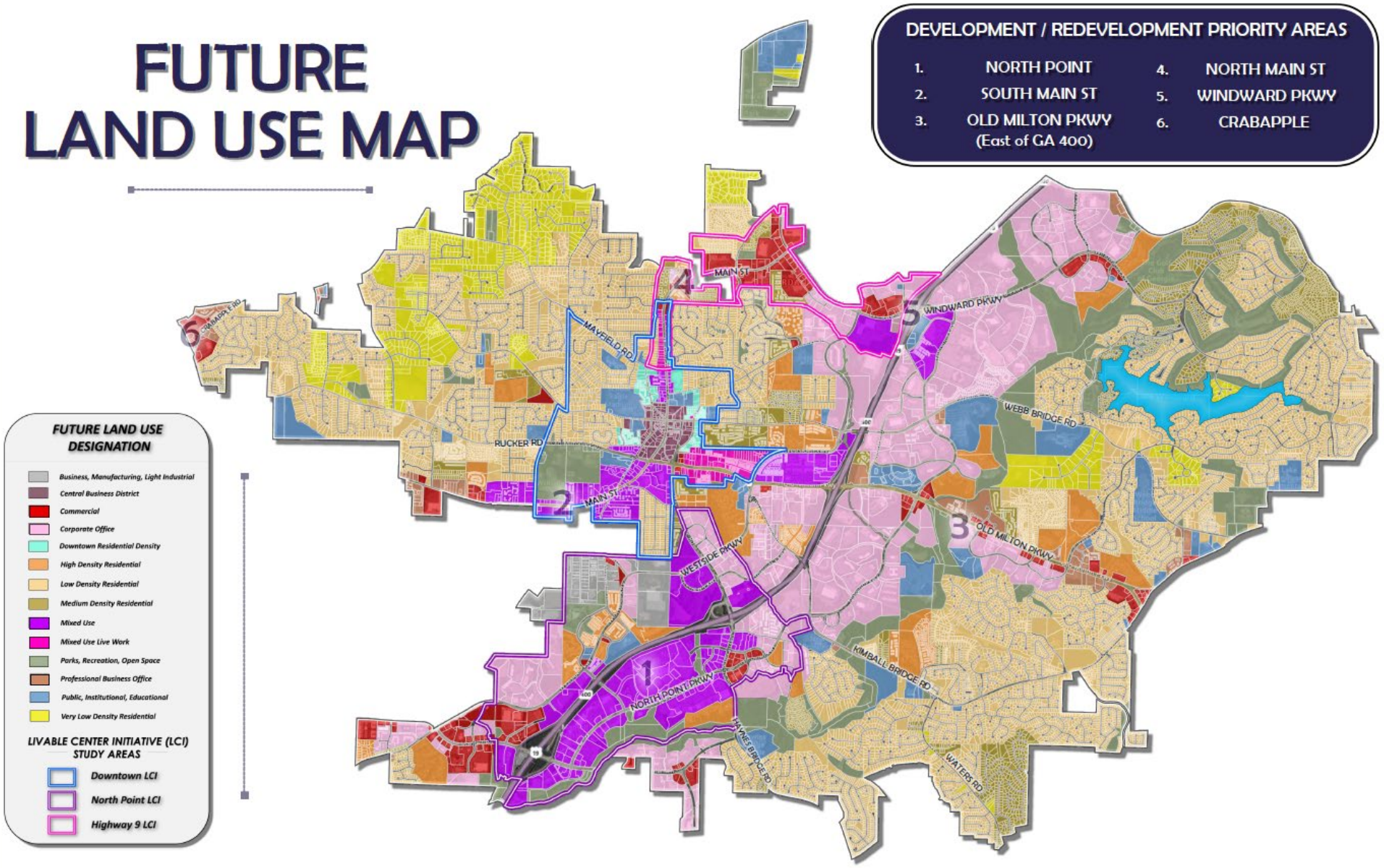
COMMUNITY VISION: BROADBAND SERVICES

BBS Goal: Support regulations that promote access to broadband services throughout the City and for all groups regardless of socio-economic factors.

- **BBS Policy 1:** Promote access to broadband services, especially in areas that lack coverage.

- **New Strategies**
  - Maintain wireless telecommunication ordinance to promote access to broadband services

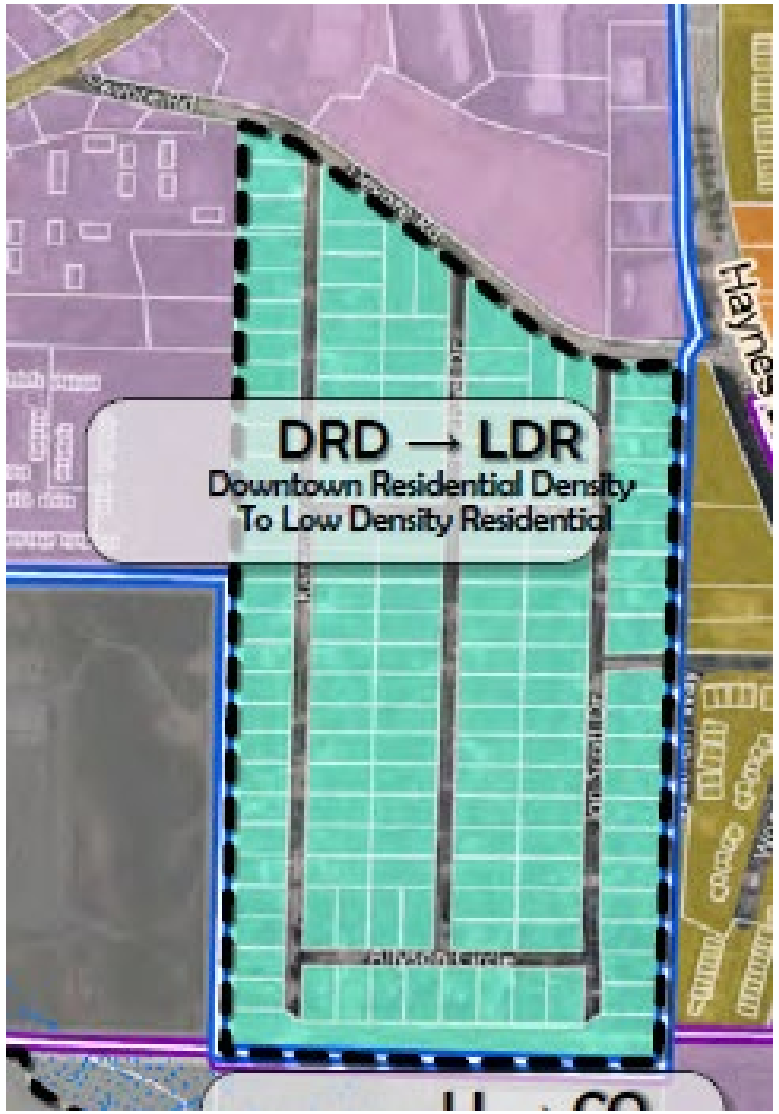
FUTURE LAND USE MAP



2040 FUTURE LAND USE MAP

Several Changes Reflective of Newly Purchased Parkland

2040 FUTURE LAND USE MAP CHANGES: GENERAL CLEANUP



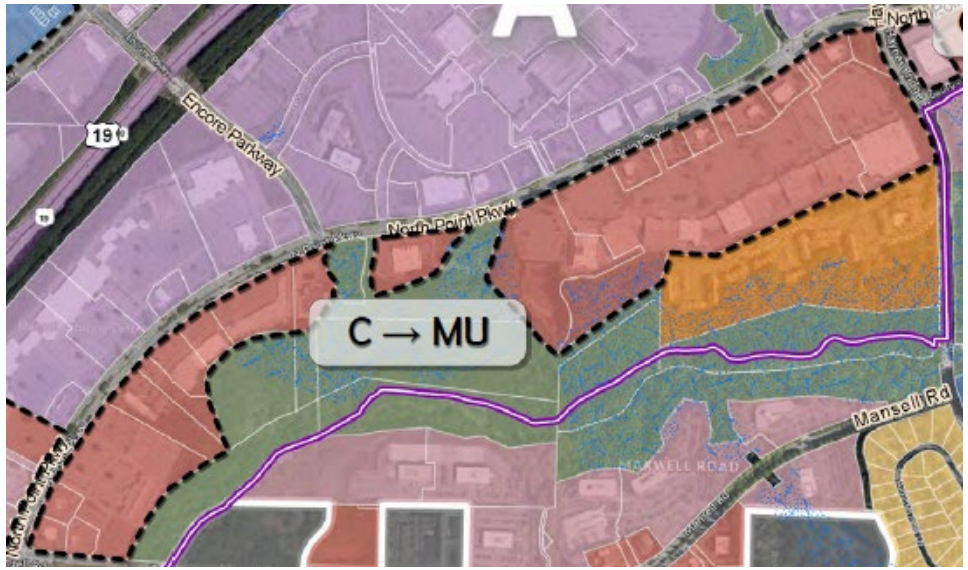
Alpha Park Neighborhood:

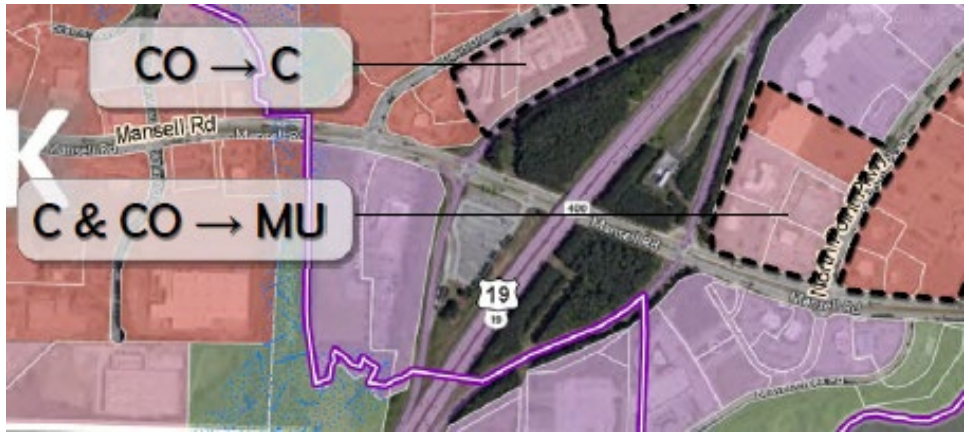
- Change from 'Downtown Residential Density' to 'Low Density Residential'
- Protect existing neighborhoods from incompatible development

2040 FUTURE LAND USE MAP CHANGES: LOW DENSITY RESIDENTIAL

Regency Park and North Point Business Center Master Plans:

- Change from 'Commercial' and 'Corporate Office' to 'Mixed Use'
- Consistent with North Point LCI and North Point Overlay

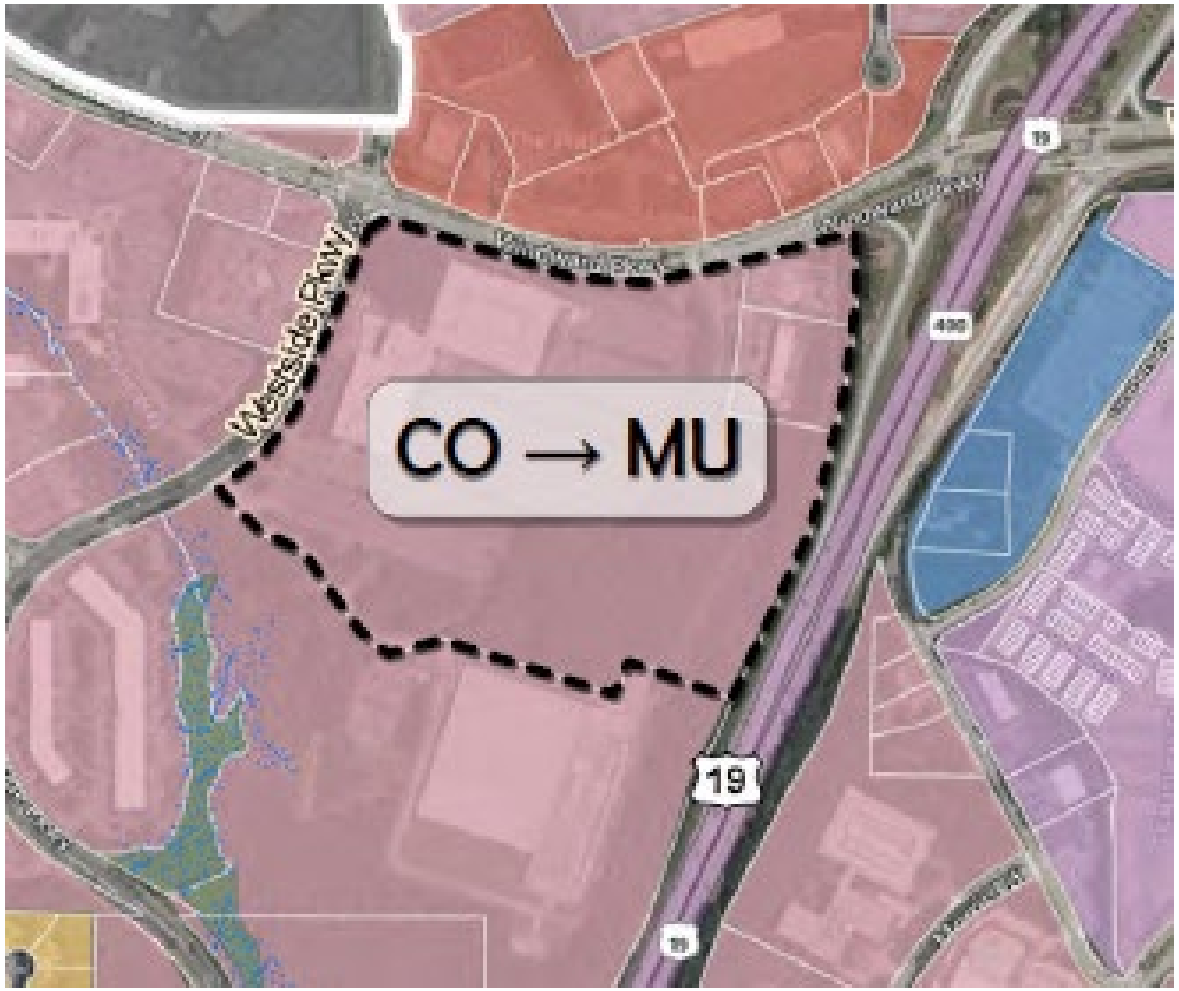




2040 FUTURE LAND USE MAP CHANGES: 'MIXED USE'

HP property at the SE corner of Windward Parkway and Westside Parkway:

- Community identified the property as a mixed-use opportunity
- Change from 'Corporate Office' to 'Mixed Use'



2040 FUTURE LAND USE MAP CHANGES: 'MIXED USE'

SHORT TERM WORK PROGRAM

- ***Projects from Capital Improvement Element (CIE), City Budget, Park Bond***
- **5-Year Horizon (2022 – 2026)**
  - Transportation – Roads, Sidewalks, Intersections, Crosswalks, Capacity Improvements
  - Community Services/Facilities – Design/Build-out Parks, Alpha Loop, Greenway, Stormwater Studies
  - Housing – Studies, Updates to existing studies
  - Land Use – LCI Studies, planning updates, North Point Development Framework (street grid)
  - Economic Development – Toolbox, Strategic Plan, Tech Alpharetta
  - Natural, Historic & Cultural Resources – Arts Center, Historic Preservation, Cultural Services Plan
  - Broadband Services – On-Call Consultant WTF review, UDC updates

SHORT TERM WORK PROGRAM

The Five-Year Short-Term Work Program (STWP) identifies specific implementation actions the City (or other entities) intends to take during the first five-year timeframe of the planning period. This includes programs, ordinances, administrative systems, community improvements or investments, financing arrangements, or other programs/initiatives to be put in place to implement the Comprehensive Plan. For each line item, the STWP outlines the following information:

- Brief Description
- Timeframe for undertaking the activity during 2022 - 2026
- Responsible party for implementing the activity
- Cost estimate
- Funding source

ACTIVITY	YEAR	RESPONSIBLE PARTY	FUNDING SOURCE	COST ESTIMATE
ECONOMIC DEVELOPMENT				
Economic Development Toolbox Local incentives for new or growing businesses that demonstrate a serious economic impact through job creation and capital investment	2022 - 2026	Economic Development	City	$360,800
Develop and update Economic Development Strategic Plan	2022 - 2026	Economic Development	City	$150,000
Tech Alpharetta	2022 - 2026	Economic Development	City	$475,000
LAND USE				
North Point Development Framework Plan	2023	Community Development	City & Grants	$120,000
South Main Street LCI Supplemental Study	2022	Community Development	City & Grants	$200,000
Planning Updates Updates to the City's master plans, LCI's, and other planning documents	2022 - 2026	Community Development	City & Grants	$800,000

Questions?

DRAFT

HORIZON 2040

COMPREHENSIVE PLAN | CITY OF ALPHARETTA

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ACKNOWLEDGEMENTS

A special thank you to these individuals for their contributions towards creating the Horizon 2040 Comprehensive Plan. This project would not have been possible without your participation.

MAYOR & CITY COUNCIL

JIM GILVIN	Mayor
DONALD MITCHELL	Mayor Pro Tem - Post 1
BEN BURNETT	City Council - Post 2
KAREN RICHARD	City Council - Post 3
JOHN HIPES	City Council - Post 4
JASON BINDER	City Council - Post 5
DAN MERKEL	City Council - Post 6

CITY STAFF

BOB REGUS	City Administrator
JAMES DRINKARD	Assistant City Administrator
KATHI COOK	Director of Community Development
MICHAEL WOODMAN	Senior Planner
ERIC GRAVES	Senior Transportation Engineer / Planner
ZACHARY TRUELOVE	Stormwater Engineer
DAVID SHOSTAK	City Arborist
BRIAN BORDEN	Zoning Administrator
BEN KERN	GIS Specialist / Special Projects Planner
LAUREN SHAPIRO	Planning + Zoning Coordinator
ELICIA TAYLOR	Planning + Zoning Coordinator
JAY BURNETT	Community Development Intern

PLANNING COMMISSION

FRANCIS KUNG'U	Planning Commission Chair
FERGAL BRADY	Planning Commission Vice-Chair
LARRY ATTIG	Planning Commissioner
DANA DAVIS	Planning Commissioner
WILLIAM PERKINS	Planning Commissioner
CANDY WAYLOCK	Planning Commissioner
MARTINE ZURINSKAS	Planning Commissioner
JAMIE BENDALL	Alternate Planning Commissioner
VALERIE MANLEY	Alternate Planning Commissioner

STEERING COMMITTEE

KAREN RICHARD	City Council - Post 3
JASON BINDER	City Council - Post 5
FERGAL BRADY	Planning Commission Vice-Chair
VALERIE MANLEY	Alternate Planning Commissioner
HOLLY PALMER	Design Review Board Member
JILL BAZINET	City of Alpharetta Stormwater Engineer
KATHI COOK	City of Alpharetta Director of Economic Development
MATTHEW THOMAS	City of Alpharetta Economic Development Manager
AKASH BHATT	Alpharetta Resident, Youth Representative
AUGUST CASEY	Alpharetta Resident
BEN EASTERLING	Alpharetta Resident, Technology Representative
NICK GARZIA	Alpharetta Resident, Retail Market Representative
CHAD KOENIG	Office Market Representative
KEVIN LANDRY	Architect & Senior Project Manager, Nelson
JESSICA PLETTE	Alpharetta Resident
MORGAN REYNOLDS	Alpharetta Resident, Office Market Representative
TODD STRATTON	Alpharetta Resident
HERB VELAZQUEZ	Alpharetta Resident, Professor, Georgia Tech

COMMUNITY PARTICIPANTS

City of Alpharetta Stakeholders

Alpharetta community members who attended public meetings

Online survey respondents

Geoff Koski, KB Advisory Group

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"By far the greatest and most admirable form of wisdom is that needed to plan and beautify cities and human communities."

Socrates.
Philosopher, teacher & educator

INTRODUCTION

PURPOSE & SCOPE

The Horizon 2040 Comprehensive Plan serves the purpose of meeting the intent of the Georgia Department of Community Affairs' (DCA) "Minimum Standards and Procedures for Local Comprehensive Planning", as established on October 1, 2018. Preparation of the comprehensive plan in accordance with these standards is an essential requirement in maintaining the City's status as a Qualified Local Government (QLG). QLG status allows communities to be eligible for state funding and permitting programs.

The Comprehensive Plan includes a Community Involvement Plan, Existing Conditions Analysis, and the Plan Elements. Plan Elements addressed in the Horizon 2040 Comprehensive Plan are Community Goals, Needs and Opportunities, Economic Development, Housing, Land Use (Future Land Use Map), Transportation, Broadband Services, Intergovernmental Coordination, the annual Community Improvement Element (CIE), and 5-Year Short Term Work Program (STWP). A Report of Accomplishments is provided at the conclusion of the document and describes the status of projects or activities in the previous (2035) Comprehensive Plan.

WHY WE PLAN

A Comprehensive Plan is a long-range growth management tool, typically based on a 20-year horizon. The Plan provides a clear, shared vision and describes the future of the City. This allows for more certainty about where development will occur, what it will be like, when it will happen, and how development costs will be met. The Plan provides a tool for the community to achieve the development pattern it desires, addressing factors such as traditional neighborhoods, infill development, creating a sense of place, providing transportation alternatives, permitting mixed uses, protecting natural resources and encouraging economic growth. The City will continue to use the Plan to promote orderly and rational development so that the City remains physically attractive and economically viable while preserving important natural and historic resources.

COMMUNITY BENEFITS RESULTING FROM THE COMPREHENSIVE PLANNING PROCESS

- IMPROVE QUALITY OF LIFE
- CLEAR, SHARED VISION FOR THE FUTURE
- PROTECT PRIVATE PROPERTY RIGHTS
- ENCOURAGE & SUPPORT ECONOMIC DEVELOPMENT
- PROVIDE MORE CERTAINTY AROUND DEVELOPMENT

EXISTING CONDITIONS

Downtown Alpharetta in the 1960s

Downtown Alpharetta in 2019

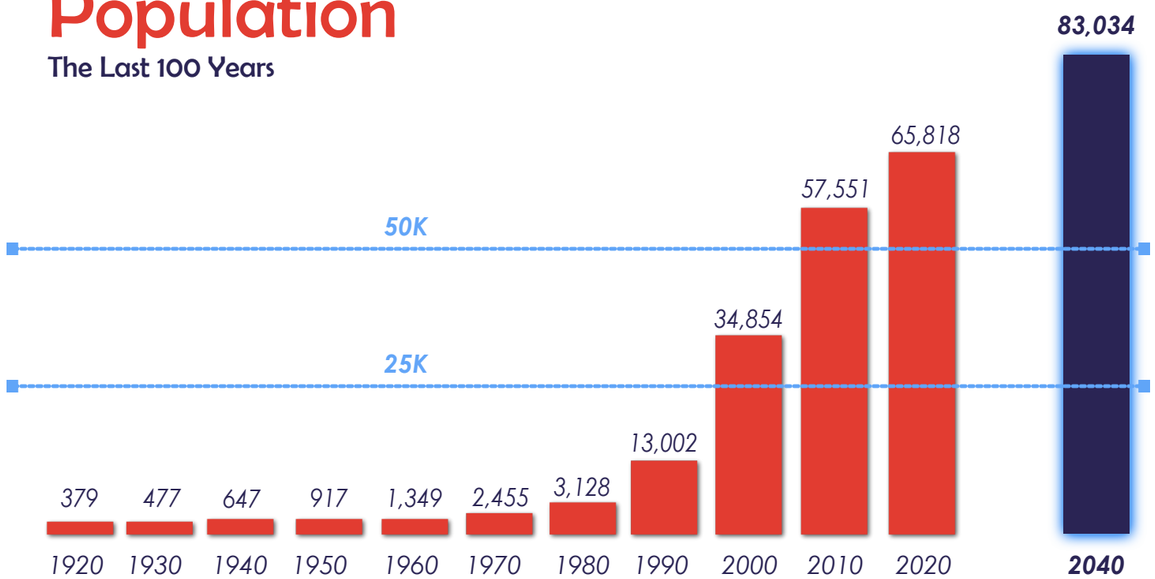
FROM THEN TO NOW

In 1980 Alpharetta was a predominantly agrarian community of just over 3,000 people. **Today's population is 21 times greater than it was in 1980.**

Located approximately 25 miles north of the City of Atlanta, Alpharetta occupies a land area of roughly 27 square miles. Originally chartered in December 1858, the City is now one of 14 incorporated cities/towns within Fulton County and is one of the fastest-growing communities in the South. The City's tremendous population growth in recent years is fueled in part by its strong economic base and through the annexation of surrounding areas. Alpharetta's environment is considered ideal for raising families and living a quality lifestyle free from the challenges found in other similar-sized communities.

Population

The Last 100 Years

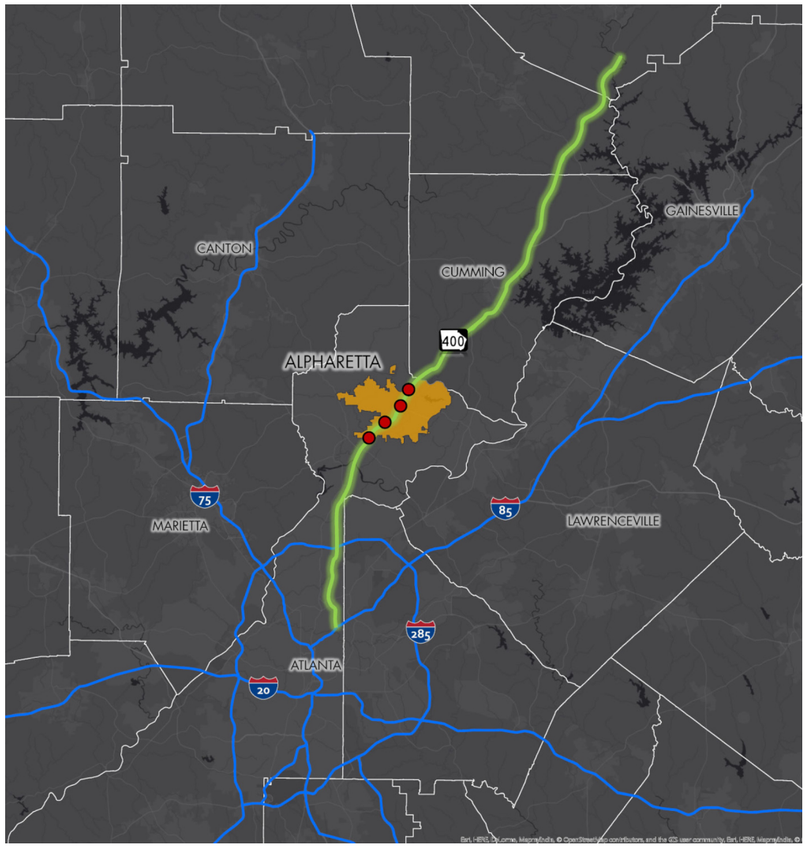


Source: World Population Review

A GROWING CITY

A huge catalyst of change was the **construction of GA 400 through the middle of Alpharetta in the 1970s/1980s.** The city received 4 interchanges and much of the land along the highway corridor was designated for future corporate offices. A robust fiber optic network followed and corporate offices and executive housing began to emerge in the following decades as many of Alpharetta's current subdivisions emerged during the 1990s and early 2000s.

Quality education has also driven much of the City's recent growth as some of the top-performing schools in the nation can be found in the Alpharetta area. Local high schools possess graduation rates of 94.4% percent, average ACT scores of 24.5, with 70% of students enrolled in AP courses. Alpharetta also has a **highly educated adult workforce with 65% possessing at least a bachelor's degree**. This concentration of educated workforce has resulted in a continuous increase in both population, as well as economic opportunities over the past three decades.



GA 400 (in green) came through the middle of Alpharetta in the 1970s/1980s. The City of Alpharetta received 4 interchanges along the new highway.

Alpharetta's 2020 population is 21 times greater than its population in 1980

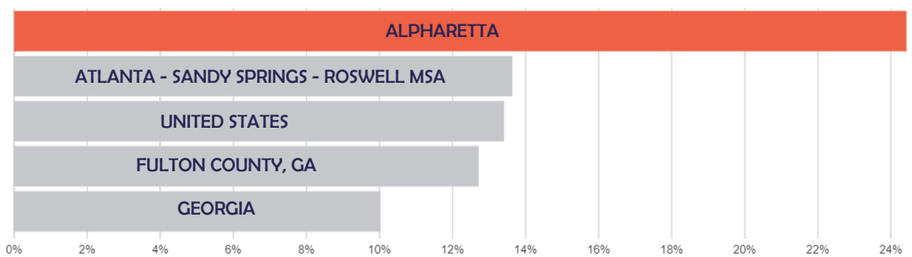
Source: US Census

DEMOGRAPHIC MAKEUP

One quarter of Alpharetta's population consists of foreign-born residents. **Alpharetta has twice as many foreign-born residents as the rest of the metro Atlanta MSA** and 2.5 times as many as the state of Georgia as a whole.

With regard to generational make-up, the periphery of the city contains many of the single-family neighborhoods, where Gen-Xers (ages 41-55) and Baby Boomers (ages 56-76) make up a predominant percentage of the people residing there. The corridor along GA 400 is where the highest percentage of the City's millenials (ages 26-40) reside.

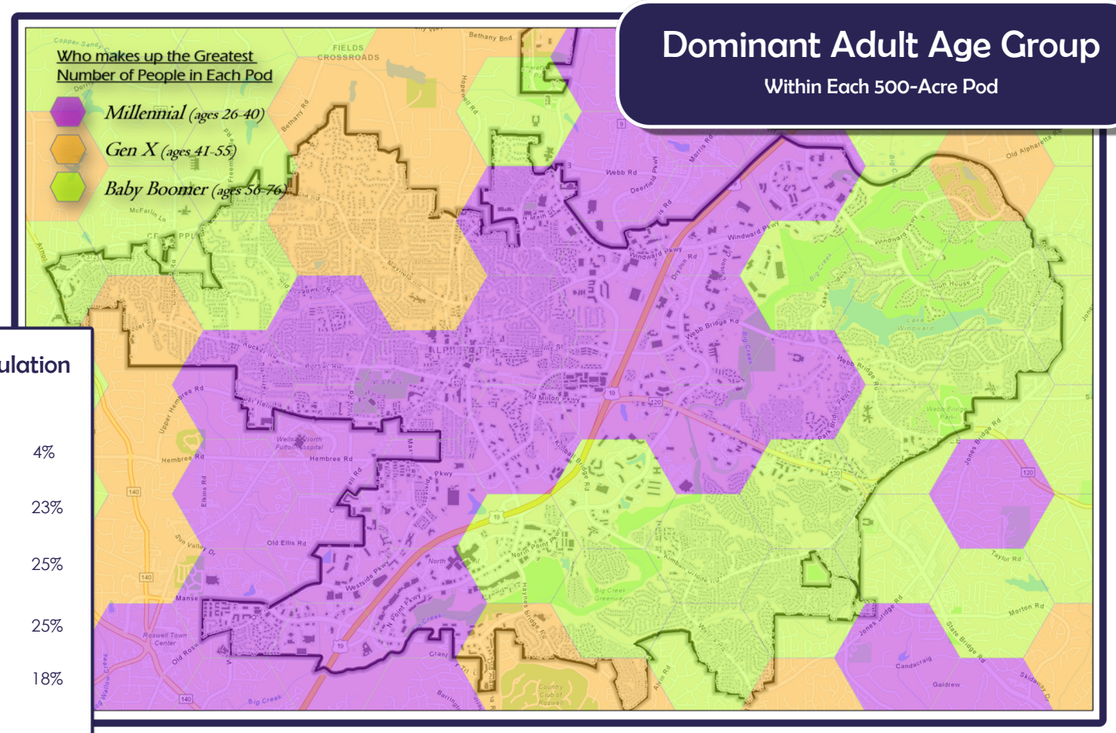
Percentage of Foreign-Born Population



Source: data-usa/Deloitte (2018)

Dominant Adult Age Group

Within Each 500-Acre Pod



Source: Esri, American Community Survey (2020)

Percentage of Total Population by Generation

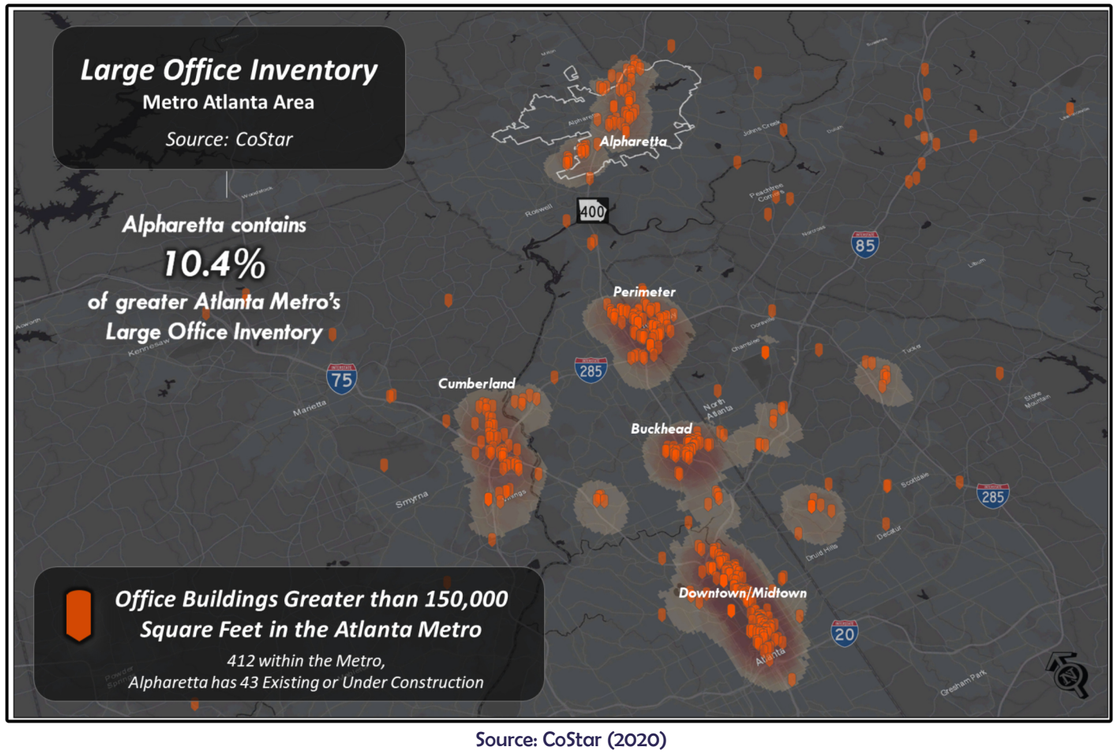
Generation Alpha (Under 5 Years Old)	4%
Generation Z (Ages 5-25)	23%
Millenial (Ages 26-40)	25%
Generation X (Ages 41-55)	25%
Baby Boomer (Ages 56-76)	18%
Silent Generation (Age 77+)	2%

ECONOMY

REGIONAL EMPLOYMENT HUB

The construction of GA 400 and subsequent development of millions of square feet of corporate office p ositioned A lpharetta a s a m ajor employment hub within the Southeast.

Within the entire greater Atlanta metro area, there are five m ain c oncentrations f or l arge o ffice buildings (buildings greater than 150,000 square feet). Downtown/Midtown, Buckhead, Cumberland, the Perimeter, and Alpharetta. **Alpharetta has over 40 of these large office buildings, making up more than 10% of the Metro area's large office inventory, while making up only less than 2% of the total population.**

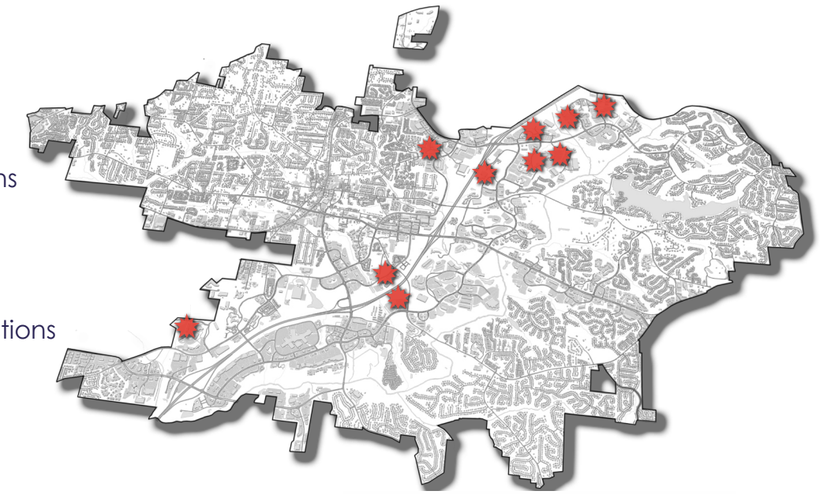


Source: CoStar (2020)

Top 10 Employers

1. ADP
2. Fiserv
3, Lexis Nexis Risk Solutions
4. Verizon Wireless
5. Jackson Healthcare
6. Change Healthcare
7. UPS Supply Chain Solutions
8. E*Trade
9. Equifax
10. Ernst & Young

Source: GrowAlpharetta (2020)



55%
OF ALPHARETTA HOUSEHOLDS MAKE OVER $100,000 ANNUALLY

Source: American Community Survey (2020)

ECONOMIC DEVELOPMENT

Alpharetta continues to be a leading destination for corporate locations, high-tech services, and retail trade. With nearly 700 technology companies, Alpharetta boasts one of the largest concentrations of high-tech firms in a single community. Like other US cities, Alpharetta experienced higher than normal vacancy rates due to Covid-19, as well as a trend toward new office being located within mixed-use/walkable d evelopments. That, along with more employees working from home, is resulting in the desire for office space that is configured with various amenities, or less office space in general.

In the past couple decades, the City has made its mark on the region and the nation as a preferred place to live, work and prosper. But because of the changes in the market, there is a current need for stronger economic development initiatives geared toward marketing the vast quality of life amenities within Alpharetta.

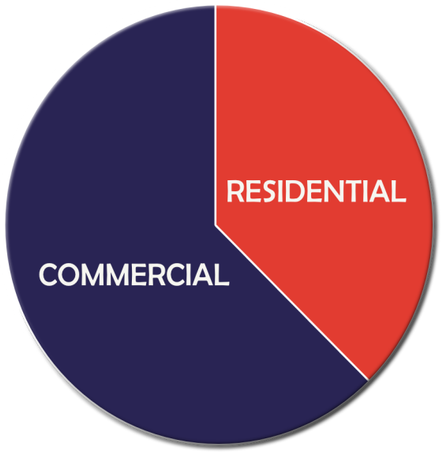
Pre Covid-19, Alphaertta ranked 3rd in the US for daytime percent population increase for cities with a popultion of 50,000 or greater (98% Increase)

Nighttime Population
67,681

Daytime Population
134,008

Source: City-data (2019)

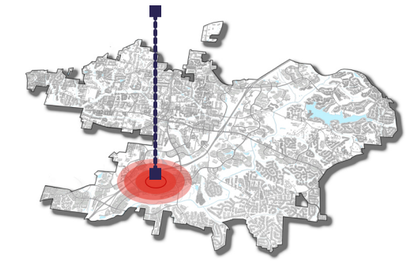
TAX BASE SEGMENTATION



Residential 40%
Commercial 60%

Source: City of Alpharetta 2019 Annual Financial Report

NORTH POINT DISTRICT



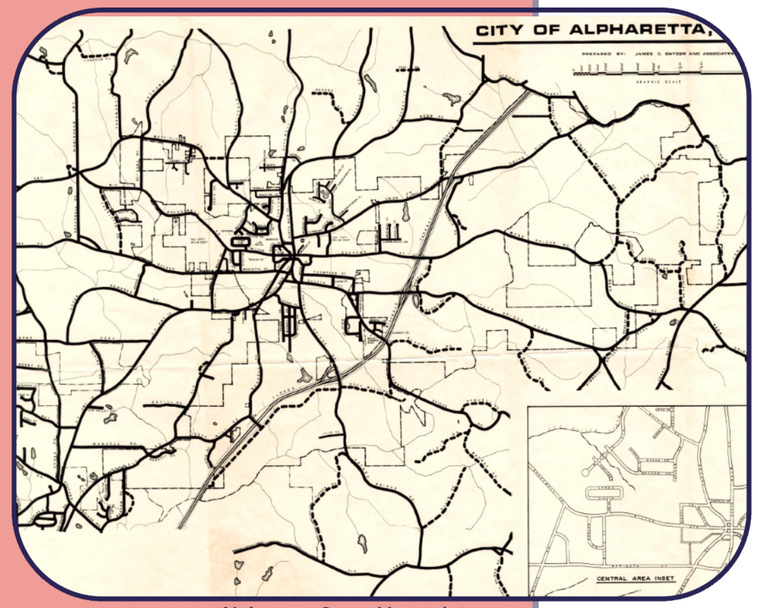
The City should continue efforts for the redevelopment of the North Point District. Built in the mid-1990s, Alpharetta's North Point District has had a huge commercial presence regionally with 3.4 million square of retail. North Point had a 10-year average vacancy rate of 4.9% (2010-2020), but by the end of 2020, the vacancy rate had reached close to 10% (per CoStar). This included over 25 closed businesses along its main commercial corridor of North Point Parkway. The fabirc of that corridor reflects an auto-centric retail development pattern that may no longer possess the market appeal that it did earlier in it's life cycle.

ECONOMIC DEVELOPMENT CONTINUED

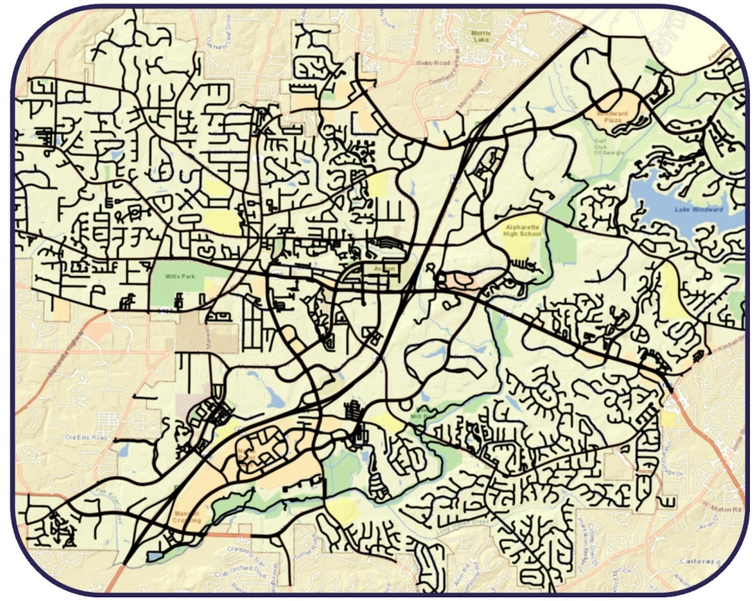
The brand messages of *Technology* and *Innovation* have served Alpharetta well and the city will also continue building on Alpharetta as "Georgia's Connected City", which enhances the already successful "Technology City of the South" branding. Marketing Alpharetta as Georgia's Connected City is a way to showcase our "Tech to Trails" infrastructure, as well as our connections to the community. Promoting key features and popular destinations will attract business to the region by enhancing existing channels such as brand campaigns, website audit, etc., with the goal to reach new audiences.

Efforts are also underway to work with Windward, the City's largest office park, to assist with research needed to brand and market the district in order to attract new investment and strengthen employee recruitment. Regional and national selectors are looking for new, highly desirable locations with compelling stories and easy access to data, available property, and quality of life amenities. Currently there is a big demand for having this kind of branding and marketing information readily available for site selectors to access and aid in company decision-making. The model for Windward, the City's largest office park, can be used for other office parks throughout the City.

The Alpharetta Development Authority actively assists with economic development initiatives. They recently approved a pilot program aimed at organizing the Downtown under the Alpharetta Chamber of Commerce to market and promote the area and attract more people to live, work and visit. Businesses, employees, residents and visitors are attracted to cities that include a vibrant downtown. The purpose of the program is to drive economic development activity through the creation, management, promotion, and execution of events and experiences that attract visitors and residents, while strengthening the retention and recruitment of business in Downtown. The Chamber will assist in creating a thriving downtown by establishing 1) unity in purpose and mission 2) implementation of a competitive marketing strategy and 3) a consistent event and program calendar.



Alpharetta Street Network in 1975

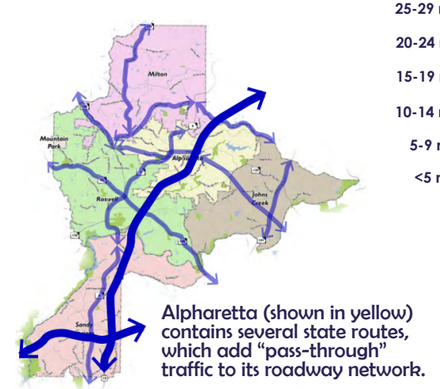


Alpharetta Street Network in 2020

TRAFFIC & TRANSIT

Alpharetta is situated in the heart of the north Metro Atlanta area. It's roadway system must work to balance both internal trips, as well as cross-county trips. Within the City limits there are **several transportation routes that provide connectivity to surrounding Gwinnett, Dekalb, Forsyth, Cherokee and Cobb Counties.** In 2019, sections of Old Milton Parkway, Windward Parkway and Mansell Road all saw greater than 40,000 average daily vehicular trips according to the Georgia Department of Transportation. These three roadways each have an interchange on GA 400.

Georgia Department of Transportation is currently adding express lanes to GA 400, which will result in two additional buffer-separated lanes in each direction from North Springs MARTA Station to McGinnis Ferry Road. MARTA also plans to establish a Bus Rapid Transit (BRT) line along GA 400, with stops designated for both Windward and the North Point District. Alpharetta is the northern hub for MARTA's bus network, possessing two park and ride facilities and five different bus routes (85, 140, 141, 143, 185).



Alpharetta (shown in yellow) contains several state routes, which add "pass-through" traffic to its roadway network.

Source: North Fulton Comprehensive Transporatation Plan (2018)

COMMUNTE PROFILE

TRANSPORTATION TO WORK

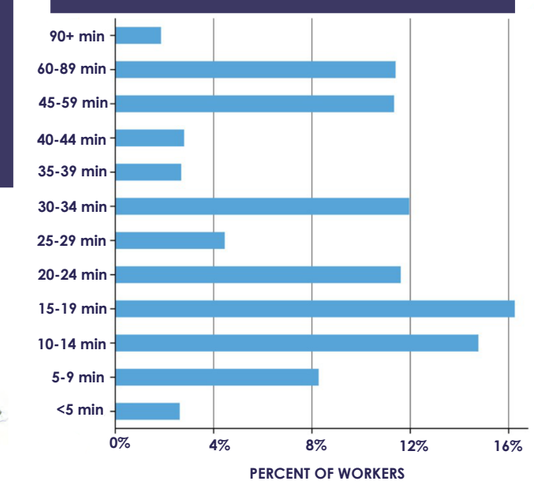
1.7% Took Public Transportation

5.5% Carpooled

1.2% Walked to Work

0.1% Biked to Work

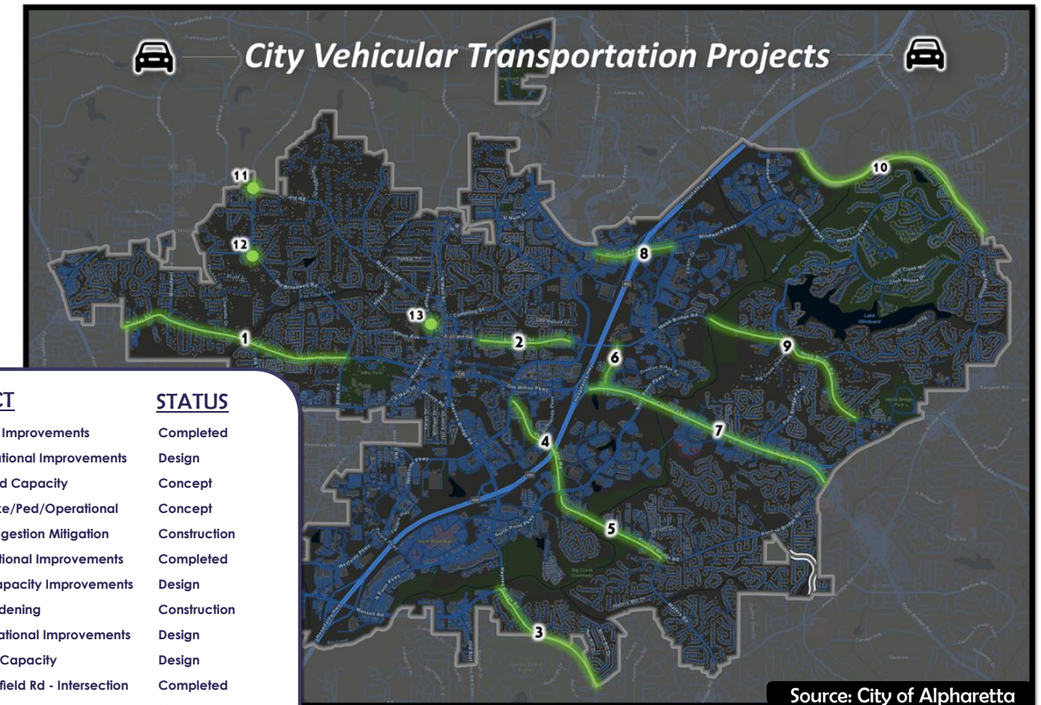
TRAVEL TIME TO WORK



Source: Esri Community Analyst (2020)

TRANSPORTATION

Along the GA 400 corridor there are several activity nodes such as Avalon, North Point, and Windward. This corridor is also where offices are located for most of Alpharetta's largest employers. This results in a large amount of vehicular traffic along the City's major East-West arterial roadways.



Source: City of Alpharetta

TRAFFIC & TRANSIT CONTINUED

Many of the vehicular transportation projects the City has done in the last 5 years have focused on alleviating congestion/ improving operational efficiency along the major East-West arterial roadways which see the heaviest flows of both commuter and residential traffic.

	PROJECT	STATUS
1.	Rucker Rd Corridor Improvements	Completed
2.	Academy St Operational Improvements	Design
3.	Haynes Bridge Road Capacity	Concept
4.	Kimball Bridge - Bike/Ped/Operational	Concept
5.	Kimball Bridge Congestion Mitigation	Construction
6.	Morris Road Operational Improvements	Completed
7.	Old Milton Pkwy Capacity Improvements	Design
8.	Windward Pkwy Widening	Construction
9.	Webb Bridge Operational Improvements	Design
10.	McGinnis Ferry Rd Capacity	Design
11.	Bethany Rd @ Mayfield Rd - Intersection	Completed
12.	Bethany Rd @ Mid Broadwell - Intersection	Completed
13	Canton St Improvements	Completed

Concept → Design → Construction → Completion

The following list shows the daily vehicular volume for popular roadways according to GDOT Traffic Count Data. A comparison of Average Annual Daily Traffic (AADT) for both 2019 and 2020 helps show roadway use both before and after the onset of Covid-19.

Roadway	Roadway Volume (Daily Avg) (2019)	(2020)
Old Milton Parkway (at Brookside Pkwy)	52,400	41,800
South Main Street (at Devore Rd)	26,300	24,200
Windward Parkway (at Westside Pkwy)	48,300	31,800
Windward Parkway (at Marconi Dr)	33,100	26,300
Westside Parkway (at Encore Dr)	14,000	12,900
Mansell Road (at Davis Drive)	44,600	41,100
Rucker Road (at Harris Rd)	22,400	20,700
Haynes Bridge Road (at North Point)	23,000	21,200

79% of owner households possess 2 or more vehicles

37% of renter households possess 2 or more vehicles

Source: American Community Survey

Household Vehicle Availability — Source: American Community Survey

	Owner	Renter	Total
No Vehicles	202	684	886
1 Vehicle	3,024	4,548	7,572
2 Vehicles	8,469	2,676	11,145
3 Vehicles	3,037	352	3,389
4 Vehicles	673	21	694
5 or More Vehicles	104	0	104

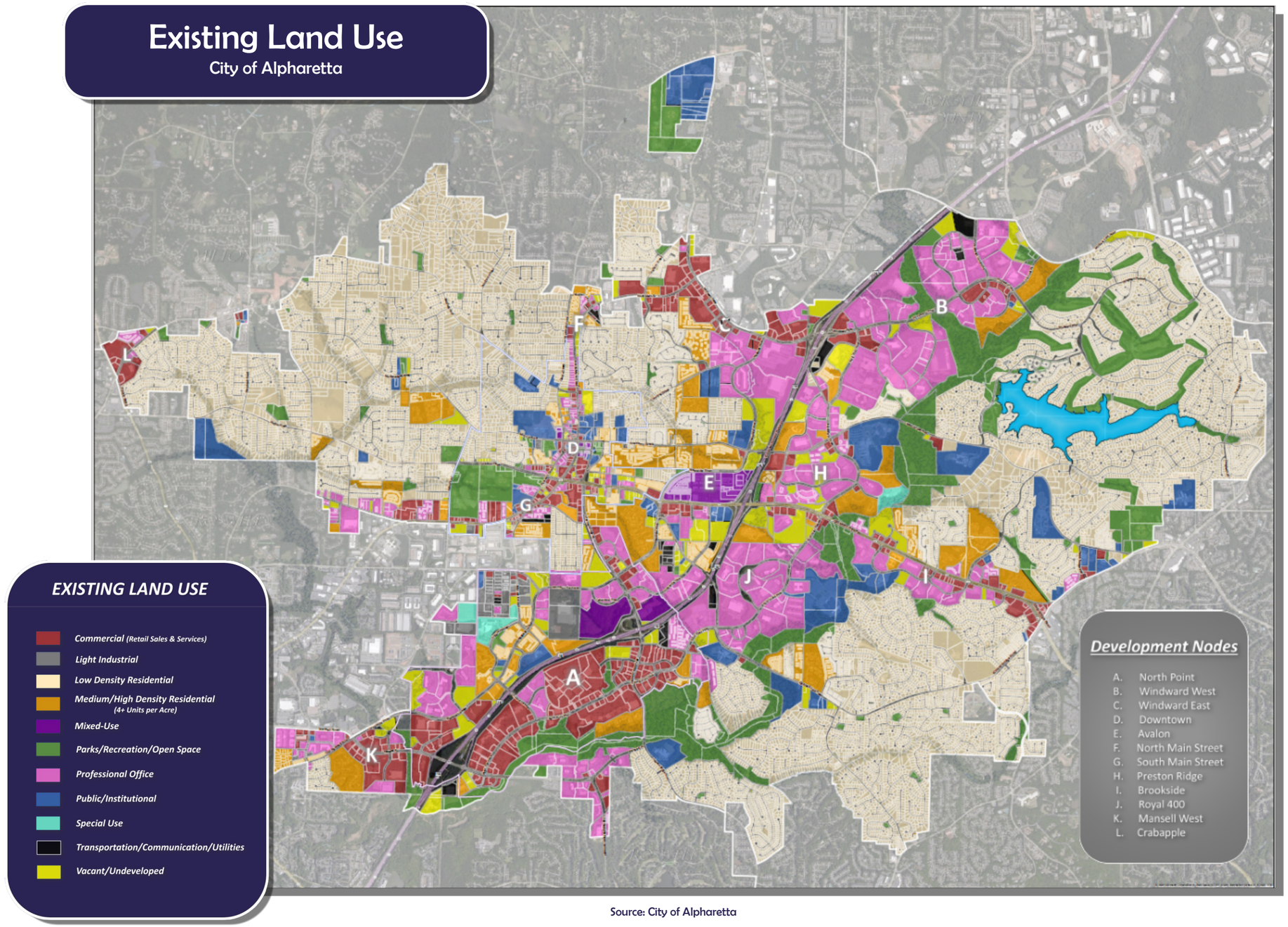
LAND USE

LAND USE

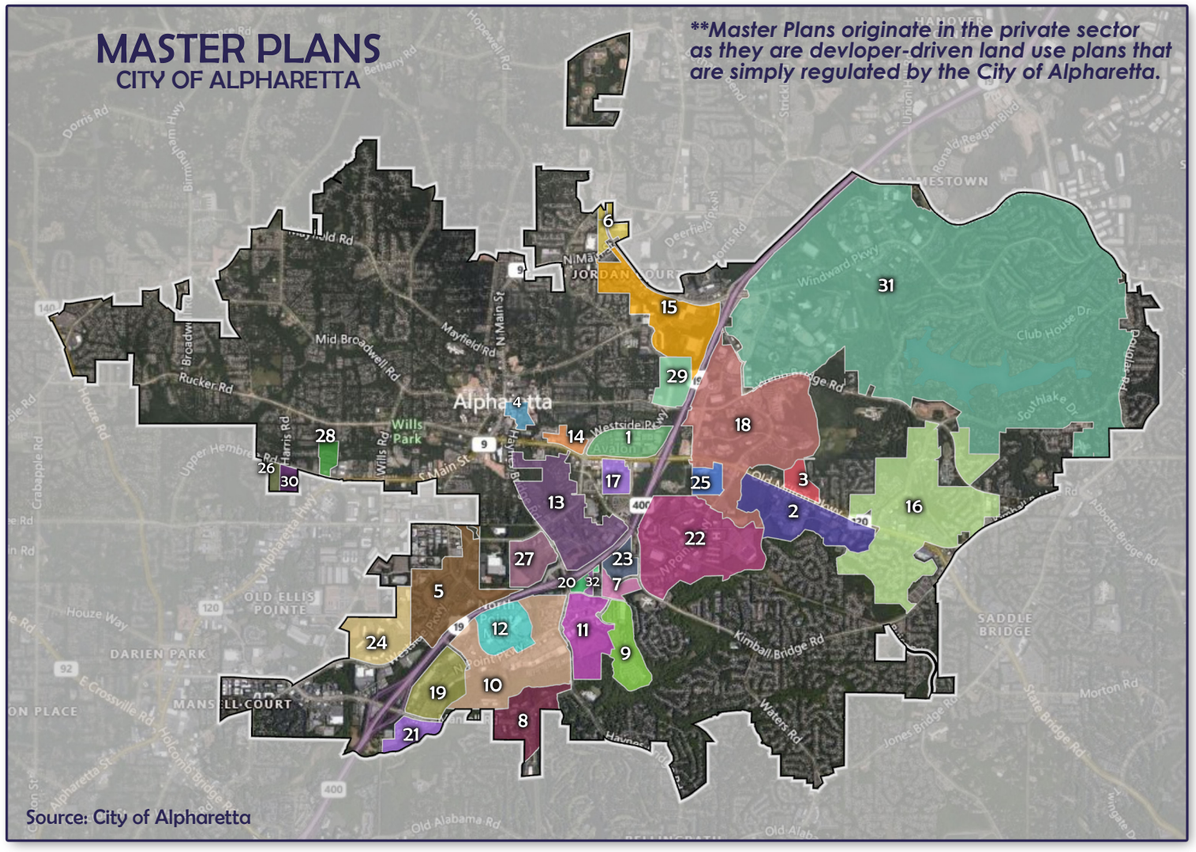
A majority of Alpharetta's commercial land is professional office, with a majority of its residential land consisting of single family detached residential.

One of the most significant changes in the last 10 years has been the emergence of Mixed-Use centers in direct or very close proximity to GA 400. This can be seen in the likes of Avalon, Northwinds Summit and TPA/Lakeview. These three projects make up less than 200 acres total but will contain a concentrated density of both commercial and residential uses.

The remaining undeveloped land within the City is scattered along the GA 400 corridor and consists of land that is difficult to build on or contains significant floodplain, or both.



Source: City of Alpharetta



WHAT IS A MASTER PLAN?

A master plan is a dynamic long-term planning document that provides a conceptual layout to guide future growth and development. Master planning is about making the connection between buildings, social settings, and their surrounding environments. A master plan includes analysis, recommendations, and proposals for a site's population, economy, housing, transportation, community facilities, and land use. It is based on public input, surveys, planning initiatives, existing development, physical characteristics, and social and economic conditions.

Of the 7 Master Plans greater than 250 acres in size, all but one were adopted in 1991 or before.

Master Plans

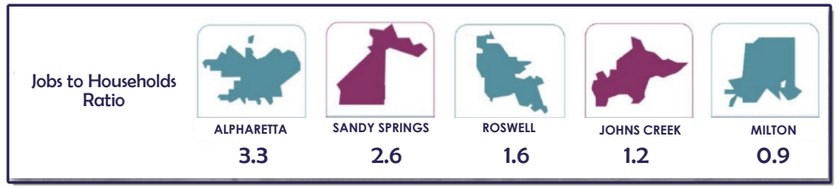
Name	Adoption Year	Total Acreage
1. AVALON	2012	86
2. BROOKSIDE	1997	131
3. CAMDEN POND	1997	63
4. CITY CENTER	2015	26
5. COUSINS WESTSIDE	2003	219
6. FULTON GREENS	1998	21
7. KB400	1999	27
8. MANSELL RIDGE PARK	1991	107
9. MILTON PARK	1999	110
10. NORTH POINT BUSINESS CENTER	1991	320
11. NORTH POINT COMMONS	1998	129
12. NORTH POINT MALL	1989	145
13. NORTHWINDS	1986	257
14. OLD MILTON HOLDINGS	2015	24
15. OXFORD GREEN	1998	256
16. PARK BRIDGE	1990	611
17. PARKWAY 400	1998	41
18. PRESTON RIDGE	1987	505
19. REGENCY PARK	1991	127
20. REGENCY PARTNERS	2011	10
21. RESURGENS PARK	2000	53
22. ROYAL 400	1980	377
23. SAMANTHA & ASSOC.	2000	53
24. SANCTUARY PARK	1995	137
25. SIEMENS	2001	37
26. SOUTHFUND	1995	13
27. TPA/LAKEVIEW	2019	62
28. UPPER HEMBREE PARTNERS	1991	26
29. WEBB BRIDGE RD/GA 400	2002	66
30. HARRY'S MARKET	1987	27
31. WINDWARD (COMMERCIAL)	1980	3,428
32. DELTA CREDIT UNION	2011	6

HOUSING

GROWING DEMAND AND COST

Per the 2020 City of Alpharetta Housing Analysis, there were a total of 26,710 total housing units within the City. Single-family detached makes up 57%, multi-family makes up 30%, townhomes make up 9% and small multi-family (2-4 units a building) make up the remaining 4%.

The median home value for owner-occupied housing in Alpharetta is $470,961, which is significantly higher then than the median home value for the Atlanta MSA, which is $249,538. Due to the nature of Alpharetta as an employment hub, **the city experiences a 3.3 jobs to houshold ratio, which is the highest of any city in the county.** This drives up demand for housing in close proximity to jobs, which in turn drives up the the price of available housing within the city of Alpharetta.



Source: North Fulton Comprehensive Transportation Plan (2018)

Between 2014 and 2019 the average cost of a newly constructed home in Alpharetta increased by $285,000

Source: 2020 City of Alpharetta Housing Analysis

DETACHED SINGLE FAMILY HOMES ARE **57%** of City of Alpharetta's housing stock.

WHILE ONLY **45%** of City of Alpharetta households have three or more people.

TOWNHOMES ARE **9%** of City of Alpharetta's housing stock.

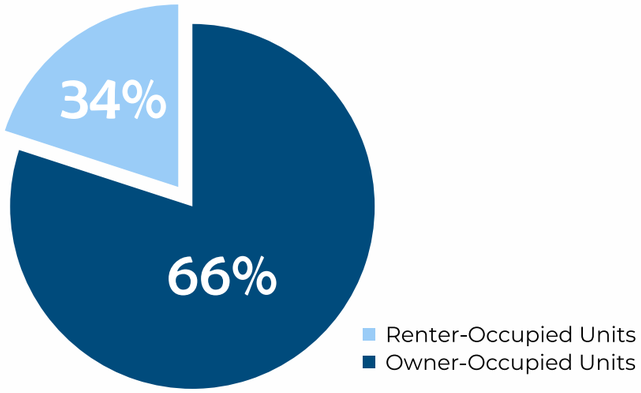
MULTIFAMILY HOMES ARE ALMOST **35%** of City of Alpharetta's housing stock.

Source: 2020 City of Alpharetta Housing Analysis

$471,000

MEDIAN HOME VALUE

Source: 2020 City of Alpharetta Housing Analysis



Source: 2020 City of Alpharetta Housing Analysis

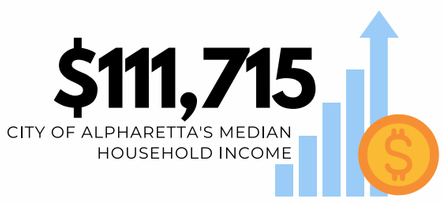
HOUSING CONTINUED…

The largest percentage of the City's housing stock was built between 1990-1999. 2018 saw the single largest amount of single-family permits since Alpharetta's previous most active year, which was 1998.

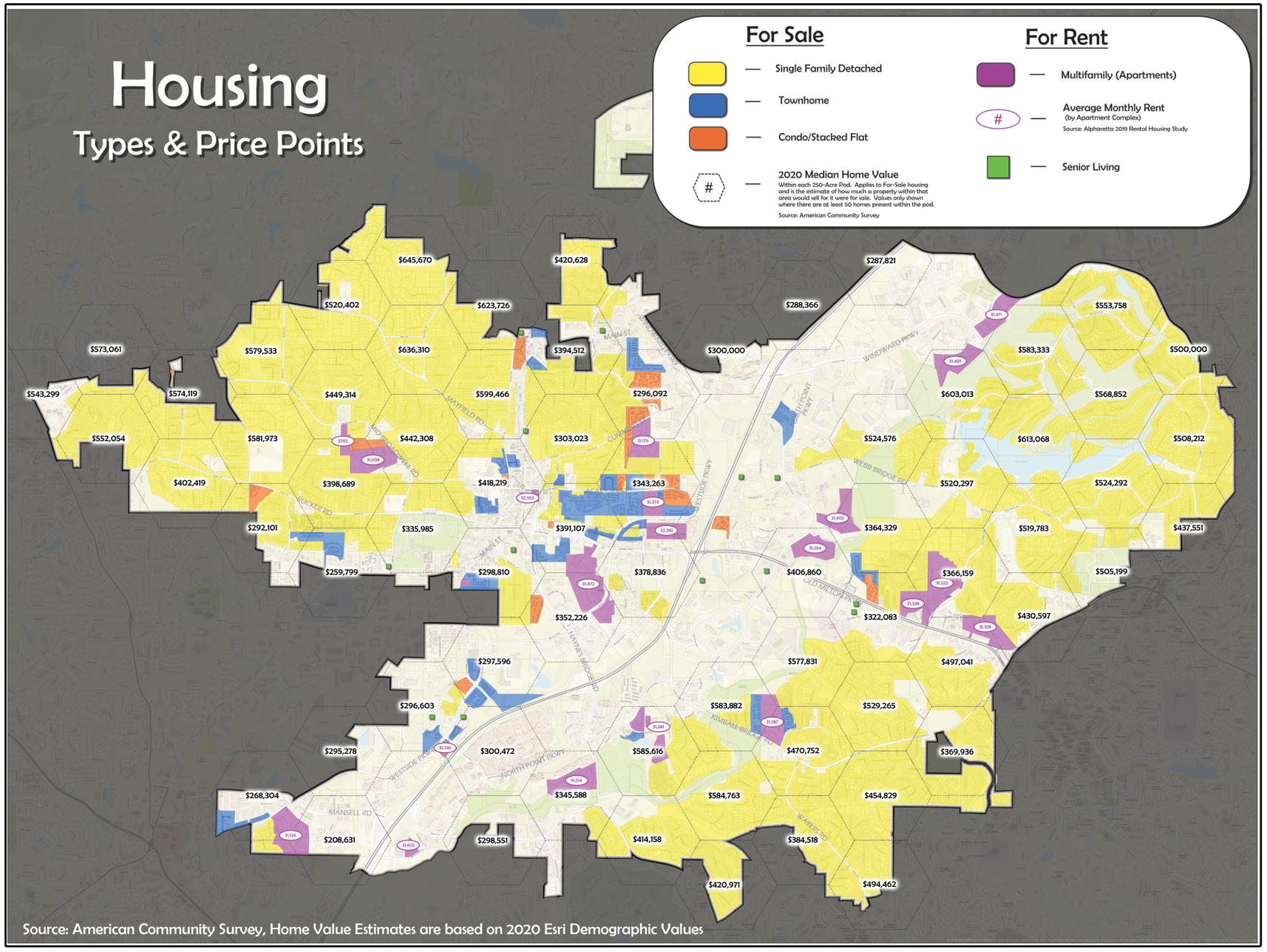
Multi-family housing costs have also seen a significant shift in recent years. Multi-family rental rates in Alpharetta have increased by 39% since 2010. Increasing rents in a suburban multi-family market reflect the strength of the Atlanta MSA economy in the post-Great Recession era.

Between 2014-2019, newly constructed townhome closings outpaces newly constructed detached home closings in the City of Alpharetta.

Source: 2020 City of Alpharetta Housing Analysis



Source: American Community Survey (2020)



OPEN SPACE

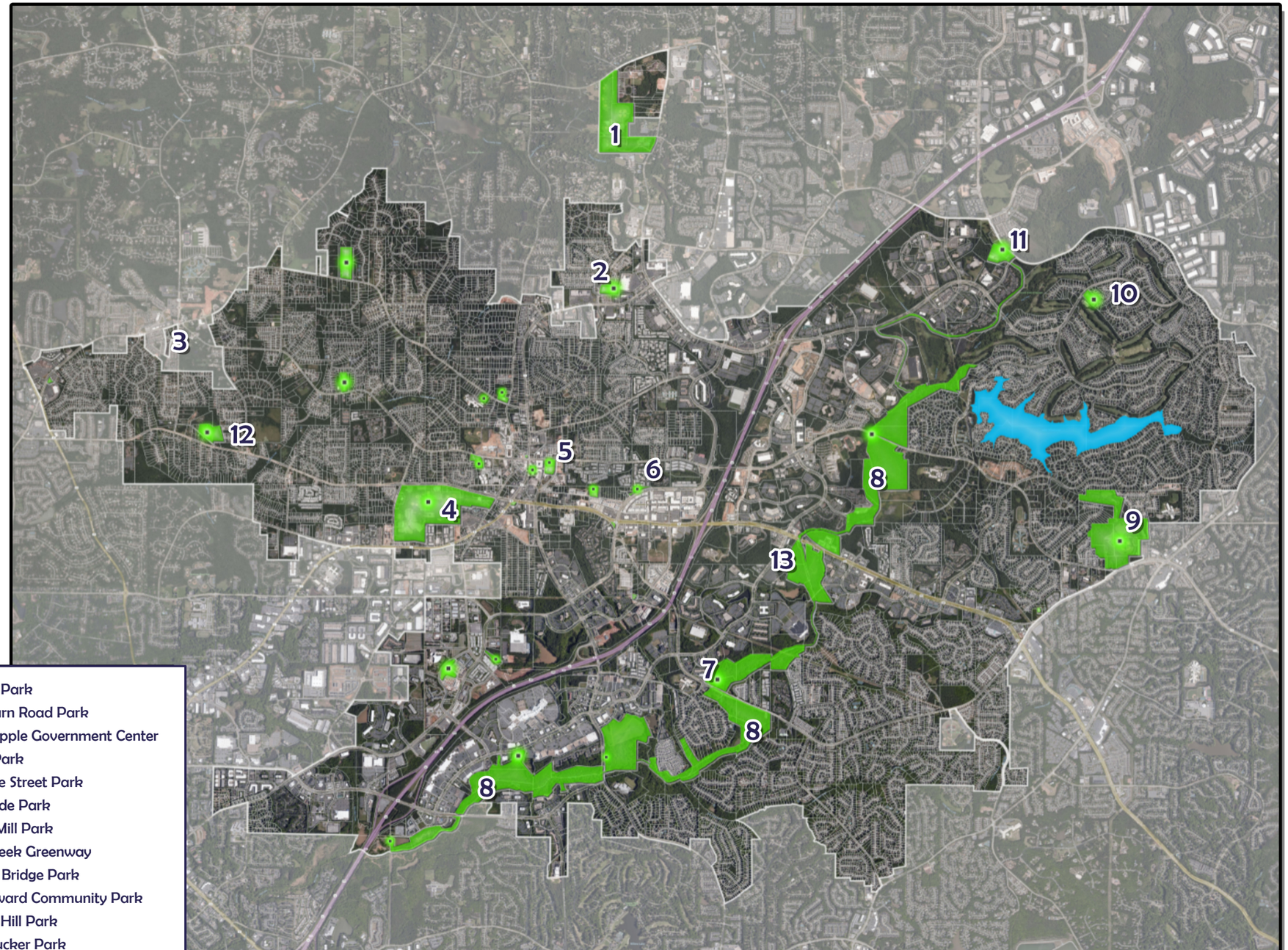
CITY OPEN SPACE

Open space consists of natural areas and preserves, formal parks, trails, neighborhood greens, and recreational facilites. It continues to be an immense driver of quality of life and is highly regarded by the citizens of Alpharetta.

Alpharetta has 339 acres of parkspace citywide, with another 459 acres belonging to the Big Creek Greenway.

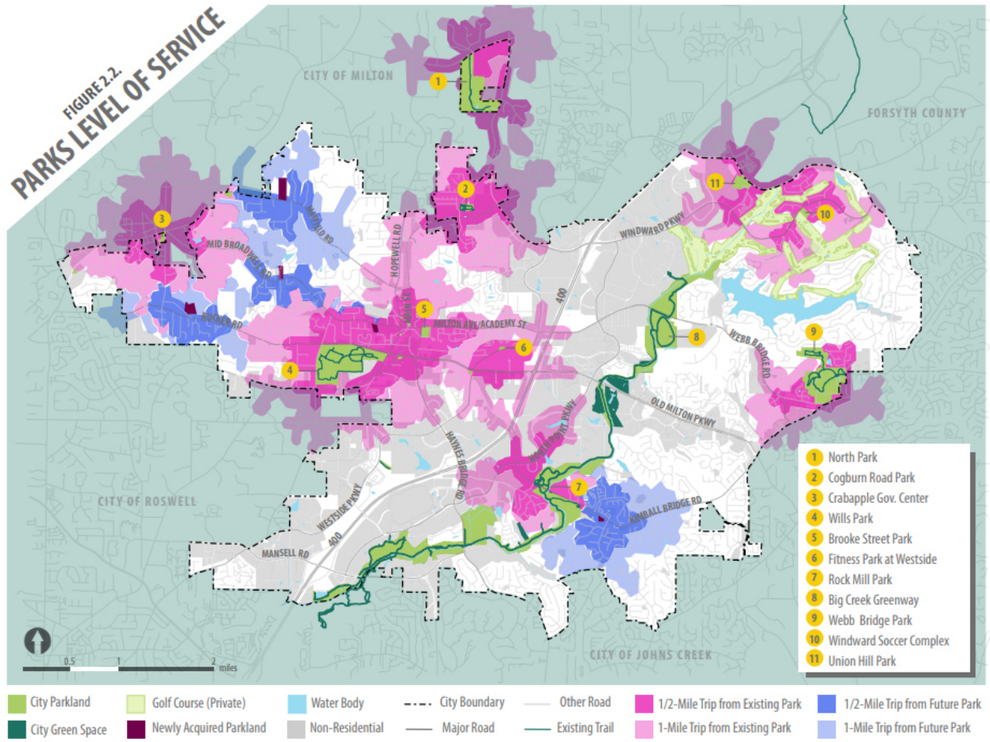
The map to the right shows the locations of major City parkland and facilities. This depicts land the City owns for the sole purpose of use as parks or open space.

In the last 5 years, the City has purchased five additional properties for parkland. With the exception of Old Rucker Park, all of these properties are currently undeveloped with future plans to build them out for use as park space.



1. North Park
2. Cogburn Road Park
3. Crabapple Government Center
4. Wills Park
5. Brooke Street Park
6. Westside Park
7. Rock Mill Park
8. Big Creek Greenway
9. Webb Bridge Park
10. Windward Community Park
11. Union Hill Park
12. Old Rucker Park
13. Brookside Park

Note: Not all city parks are labelled, just major park facilities that are actively programmed. The City owns several park properties that are not yet developed.
Source: City of Alpharetta

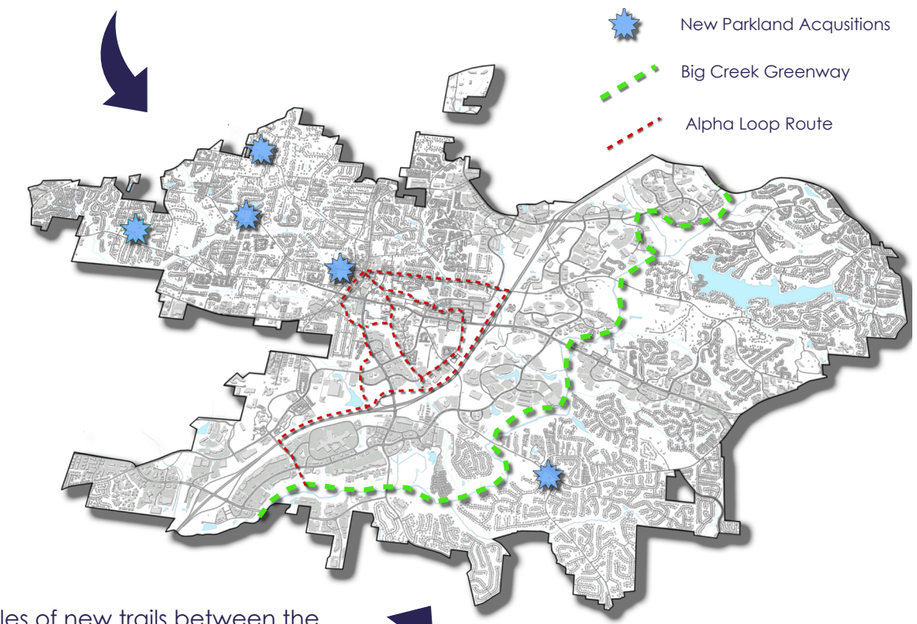


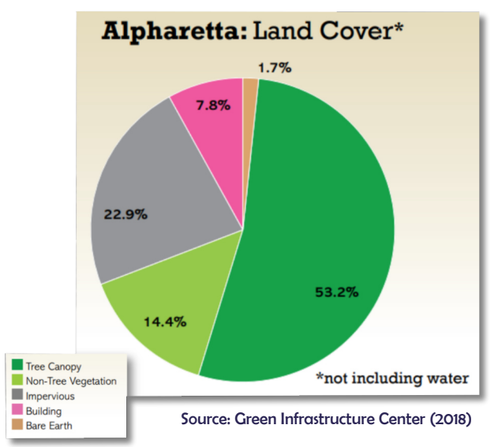
Source: Alpharetta Recreation & Parks Master Plan (2018)

A goal for Alpharetta is to have a park or other active destination **within a 10-minute walk** (or ½ mile) of every resident

Source: Alpharetta Recreation & Parks Master Plan (2018)

In 2016, five new parkland acquisitions were made, adding an additional 28 acres of parkland to the City.





Source: Green Infrastructure Center (2018)

A CITY OF TRAILS AND TREES

In the last three years, Alpharetta has opened over three miles of new trails between the recently completed extension of the Big Creek Greenway and Phase 1 of the Alpha Loop. The Big Creek Greenway is now 8.75 miles long and stretches from the southern city limits at Mansell Road all the way to the northern city limits at Union Hill Park. The entirety of the Big Creek Greenway runs along the east side of GA 400. The Alpha Loop, which is predominantly aligned on the west side of the City, will be approximately 8 total miles once it is completed. The two trail systems will connect in the North Point District.

Even with the high level of development activity over the past few decades, Alpharetta still maintains a robust City-wide tree canopy. A 2018 study done by the Green Infrastructure Center found that **over 53% of Alpharetta's land area is covered by tree canopy**. Because one mature tree can absorb thousands of gallons of rain water per year, open space and tree canopy are a critical component of the city's Municipal Seperate Storm Sewer System (MS4.

COMMUNITY PARTICIPATION

HORIZON 2040 TIMELINE

2020

- **JULY 17 - AUGUST 10, 2020** — Comprehensive Plan Pre-Survey
- **JULY 20, 2020** — Comprehensive Plan Kick-off **Required Public Hearing**
- **SEPTEMBER 9, 2020** — Steering Committee Meeting #1
- **OCTOBER 7, 2020** — Public Meeting # 1
- **OCTOBER 15 - NOVEMBER 5, 2020** — Online Surveys # 1

2021

- **MARCH 16, 2021** — Steering Committee Meeting #2
- **APRIL 27, 2021** — Public Meeting # 2
- **JUNE 1 - JUNE 25, 2021** — Online Surveys # 2
- **AUGUST 2, 2021** — City-Wide Housing Analysis presented to City Council
- **AUGUST 31, 2021** — Steering Committee Meeting #3
- **SEPTEMBER 2, 2021** — Planning Commission Transmittal Hearing
- **SEPTEMBER 20, 2021** — City Council Transmittal Hearing **Required Public Hearing**
- **OCTOBER 31, 2021** — Plan adoption no later than October 31, 2021

COMMUNITY PARTICIPATION

Gathering public input was an integral part of creating the vision of Horizon 2040. Alpharetta residents, property owners, business owners, city staff, elected and appointed officials, and stakeholders contributed to the production of this comprehensive plan. Public input was collected through both in-person meetings and through online surveys. Online surveys were created and dispersed to the community in order to diminish the effects that COVID-19 may have had on in-person attendance and participation.

STAKEHOLDERS

Before getting started, the Community Development team identified individuals who were necessary to include in the planning process of Horizon 2040, also known as stakeholders. Stakeholders included Alpharetta residents, homeowner's associations, local organizations, local newspapers, colleges and universities, city staff, and elected and appointed officials. A list of stakeholders is included within the Appendix.

STEERING COMMITTEE

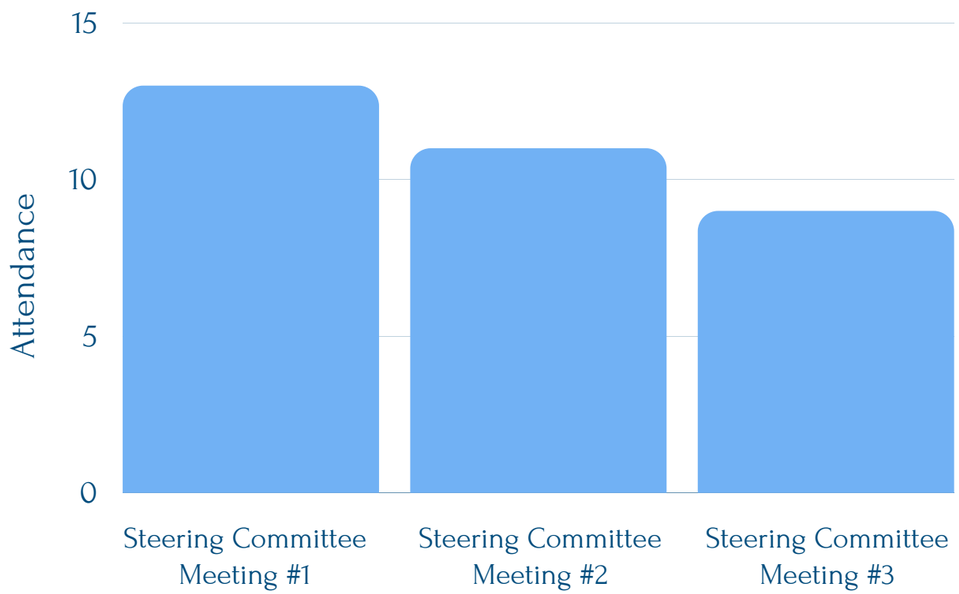
The steering committee was comprised of eighteen (18) individuals, including two (2) City Council Members, one (1) Design Review Board Member, two (2) Planning Commissioners, the City of Alpharetta's Director of Economic Development and the City of Alpharetta's Economic Development Manager, and the City of Alpharetta's Stormwater Engineer. The Mayor and each City Council Member appointed one (1) member to the steering committee. Also, Staff recommended including additional steering committee members in order to represent the younger population of the community. A list of steering committee members and meeting notes are both included within the Appendix.

The steering committee first met on September 9, 2020 to discuss how to best present community goals to the public and provided feedback on Needs and Opportunities.

On April 27, 2021, the steering committee assembled to discuss elements of the mapping exercises and future land use map that were utilized during public meeting #2.

The steering committee held its final meeting on August 31, 2021. At this meeting, the Community Development team presented a summary of the planning process and welcomed feedback on the final draft of the comprehensive plan.

STEERING COMMITTEE ATTENDANCE



COMMUNITY OUTREACH

City Staff shared opportunities for public participation on multiple media platforms in order to get a broad representation of the community involved in creating the vision for the comprehensive plan. Specific examples are included in the Appendix and a list is provided in the adjacent column.

MORE THAN

55

total social media posts, newsletter articles, advertisements, and emails were dispersed throughout the community on multiple media channels

TYPES OF COMMUNITY OUTREACH

1. Email correspondence and invitations to Steering Committee members, Stakeholders, the Mayor and City Council
2. Twitter
3. Facebook & Facebook Events
4. LinkedIn
5. Nextdoor
6. Grow Alpharetta's Social Media Pages
7. City of Alpharetta Website - Horizon 2040 Landing Page
8. Council for Quality Growth Newsletter
9. Community Impact Newsletter
10. My Alpharetta Newsletter
11. Alpharetta's COVID-19 Business Resources Newsletter
12. Alpharetta-Roswell Herald
13. Eventbrite

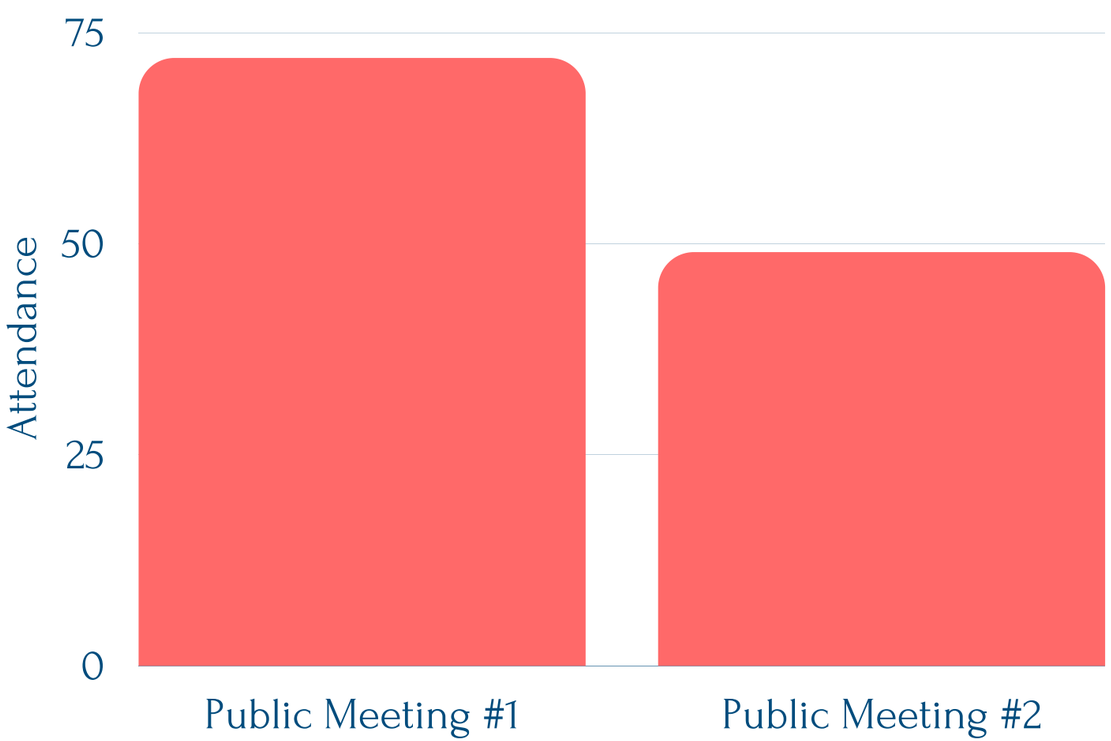
PUBLIC MEETING #1

Public Meeting #1 was held outdoors in Brook Street Park on October 7, 2020. There were approximately seventy-two (72) people in attendance. Public input exercises included a dot exercise which asked residents to identify important community policies and strategies and a mapping exercise to identify areas in need of redevelopment and where future development should be directed. The community policy topics included in the dot exercise were economic development, land use, transportation, housing, natural, historic and cultural resources, community services and facilities, intergovernmental coordination, and broadband services.

PUBLIC MEETING #2

Public Meeting #2 was on April 27, 2021 at an outdoor amenity space owned by an office building on the east side of GA400, located at 3625 Brookside Parkway. There were approximately forty-nine (49) people in attendance. Public input exercises focused on honing in on the six (6) main themes that were identified in the previous public meeting, online surveys, and steering committee meetings. The six (6) main themes are traffic and walkability, housing, placemaking, vacant retail and office, open space, and growth management.

PUBLIC MEETING ATTENDANCE



ONLINE PRESURVEY

Prior to the Horizon 2040 Comprehensive Plan Kick-off, an online survey was created and made available to the community from July 17, 2020 to August 10, 2020. Staff received 718 responses from this set of survey questions, and those responses guided the planning efforts of the steering committee.

ONLINE SURVEY #1

The exercises from Public Meeting #1 were digitized and made available to the public from October 15, 2020 to November 5, 2020. Staff received 105 responses from this set of online survey exercises.

ONLINE SURVEY #2

The exercises from Public Meeting #2 were digitized and made available to the public from June 1, 2021 to June 25, 2021. Staff received 352 responses from this set of online survey exercises.

PUBLIC HEARING

#1

At the July 20, 2020 City Council meeting, Staff presented and announced the kickoff of the Horizon 2040 Alpharetta comprehensive plan. This presentation included an overview of the planning process, public participation plan, and the project schedule.

CITY COUNCIL WORKSHOP ITEM

#1

At the August 2, 2021 City Council meeting, Geoff Koski with KB Advisory Group presented a City-Wide Housing Analysis during the workshop section of the meeting. The presentation to City Council was presented for informational purposes only.

PUBLIC HEARING

#2

At the September 2, 2021 Planning Commission meeting, Staff presented the "final draft" of the comprehensive plan and allowed residents the opportunity to offer additional input.

PUBLIC HEARING

#3

After addressing public comments from the September 2, 2021 Planning Commission Meeting, City Staff presented the "final draft" of the comprehensive plan at the September 20, 2021 City Council meeting. After public hearing, the Mayor and City Council adopted a resolution authorizing the transmittal of the plan to the Regional Commission.

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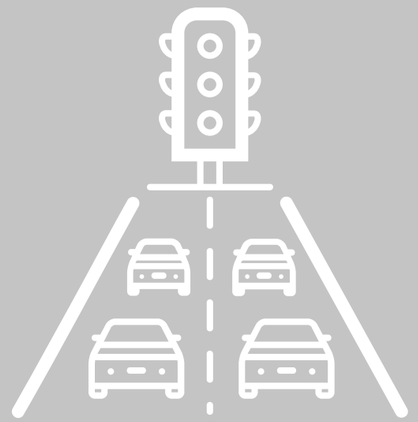
NEEDS & OPPORTUNITIES

The community identified six (6) Themes or Areas of Focus for the Horizon 2040 Comprehensive Plan, which include Traffic Congestion/Walkability, Housing, Office and Retail Vacancies, Growth Management, Sense of Place/Placemaking, and Open Space. In addition, needs and opportunities were identified by the community as it relates the new Broadband Services Element. The Broadband Services coverage map provided by the Georgia Department of Community Affairs (DCA) indicates that the Census Block located west of Encore Parkway and north of Westside Parkway is not served by broadband services. The Census Block in question covers a portion of Sanctuary Park, Somerby at Westside, Overture at Encore and Ameris Bank Amphitheatre. While the City disputes the lack of broadband coverage, needs and opportunities were identified by the community and a Broadband Services Element is included with the Horizon 2040 Comprehensive Plan.

SIX MAIN THEMES/FOCUS AREAS
(AND BROADBAND ELEMENT)

- TRAFFIC CONGESTION & WALKABILITY
- HOUSING
- OFFICE & RETAIL VACANCIES
- GROWTH MANAGEMENT
- SENSE OF PLACE/ PLACEMAKING
- OPEN SPACE
- BROADBAND SERVICES



TRAFFIC CONGESTION/ WALKABILITY

- Manage congestion due to growth
- Significant infrastructure improvements are needed
- Provide targeted, alternative transportation improvements for seniors and the workforce
- Utilize smart technology to better manage signalized intersections
- Plan for alternative modes of travel
- Increase safety for pedestrians and cyclist
- Explore local shuttle, trolley and/or autonomous vehicle options
- Promote and improve walkability
- Promote and provide a system of trails
- Alpha Loop and Big Creek Greenway as transportation options
- GDOT Georgia 400 managed lanes and MARTA BRT dedicated lanes project
- North Fulton CID and North Point Tax Allocation District to fund capital projects
- Implement North Point Trail Feasibility Plan and Creative Placemaking Plan
- Develop street grid in North Point area

HOUSING

- Address affordability of housing
- Manage scale of homes to lot size
- Manage density
- Concentrate density at North Point
- Create walkable neighborhoods
- Diversify housing opportunities
- Address missing housing types/price points
- Protect existing workforce housing stock
- Redevelop large surface parking lots in North Point area and suburban office areas with residential uses
- Utilize accessory dwelling units (ADUs) to increase housing stock

NEEDS & OPPORTUNITIES

OFFICE & RETAIL VACANCIES

- Develop a plan to deal with office and retail vacancies
- Develop incentives for the North Point area
- Business recruitment should be expanded beyond a technology focus to include healthcare and renewal energy companies
- Redevelopment plan for North Point Mall
- Vacancies provide an opportunity for re-use or redevelopment
- Opportunity to incorporate sustainable practices with redevelopment
- Regional corporate office leader
- Add amenities, mix of uses, branding, and placemaking at suburban office parks
- Utilize City assets, such as the Big Creek Greenway, Alpha Loop, City Center, Avalon and schools, to help fill or redevelop vacant spaces

GROWTH MANAGEMENT

- Manage overdevelopment
- Repurpose vacant buildings
- Maintain natural areas
- Limit high density
- Limit expansion of retail uses
- Decline of suburban office provides opportunity to retrofit or redevelop
- Use transportation planning to justify growth
- Improve walkability and encourage a mix of uses to revitalize the North Point area
- Protect established neighborhoods
- Improve walkability and connectivity along the Old Milton Parkway corridor east of Georgia 400
- Create development patterns that promote walkability

SENSE OF PLACE / PLACEMAKING

- Build on the arts by expanding public art and cultural arts services
- Maintain small town feel
- Expand special events
- Create a mixed-use environment in the North Point area
- Support a strong school system
- Improve walkability (infrastructure and safety)
- Preserve history in the City
- Preserve tree canopy

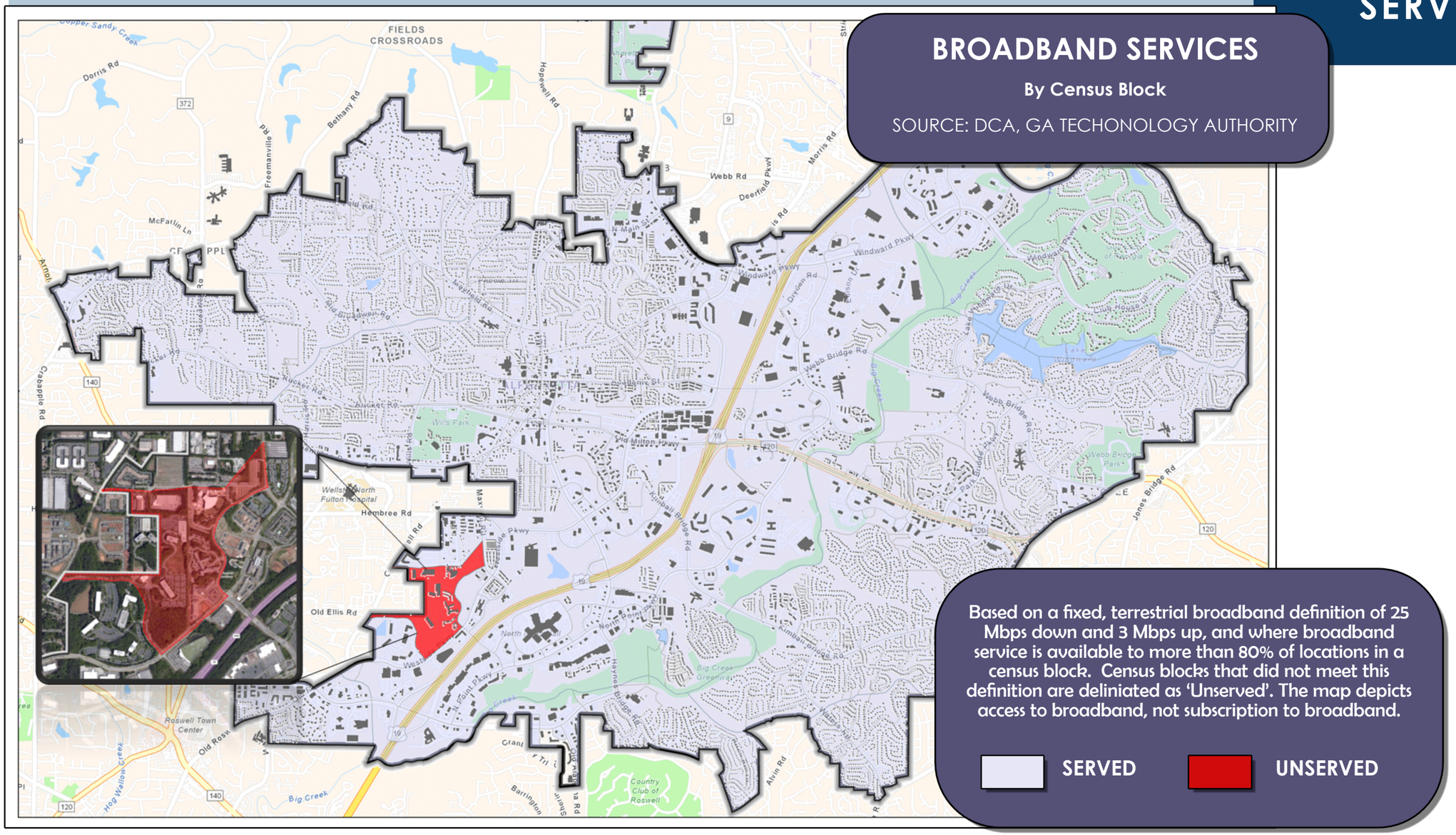
**Placemaking is the process of creating Quality Places that people want to live, work, play, and learn in. Placemaking focuses on transforming public spaces to strengthen the connections between people and these places.*

OPEN SPACE

- Provide more open space
- Provide park and recreational opportunities for all age groups
- Need a skate park in the City
- Provide and protect natural areas in parks
- Extend Big Creek Greenway and expand trail systems
- Provide more biking trails
- Improve pedestrian and bicycle connectivity between neighborhoods and open space

BROADBAND SERVICES

- Alpharetta as the Technology City of the South
- City updated Wireless Telecommunications Facilities (WTF) ordinance to comply with FCC order
- City's WTF ordinance addresses small cell technology
- North Point Creative Placemaking Plan recommends co-locating small cell technology in public art installations and distrcit monuments
- No known broadband services coverage gaps in Alpharetta



COMMUNITY VISION

WHAT MAKES UP THE COMMUNITY VISION?

DEVELOPED WITH THE INPUT OF CITIZENS, ELECTED OFFICIALS, & COMMUNITY STAKEHOLDERS, THE VISION DEFINES THE IDEAL IMAGE OF WHAT THE CITY SHOULD BE IN THE FUTURE, TYPICALLY A 20-YEAR HORIZON.

THE COMMUNITY VISION HAS 3 MAIN COMPONENTS:

-GOALS
-POLICIES
-STRATEGIES

GOALS

These define the desired future state of the community. They are high-level and provide guidance related to long-term decision making.

POLICIES

Policies are not as abstract as goals, yet not as concrete as stategies. Like signposts, policies help guide the way to the the future goal by clarifying prioritiies in everyday decision making.

STRATEGIES

Strategies are the most concrete, action steps to help move a community toward the desired policies and goals.

Community Housing Vision

GOAL

Capture the major market share of executive housing while providing opportunities for first-time home buyers and quality rental options.

POLICIES

- Promote and encourage residential densities and designs that ensure varied living areas and housing types.
- Maintain a balance between 'owner-occupied' and 'renter–occupied' in Alpharetta such that at least 68% of the housing stock is 'owner-occupied'.
- Preserve the character of distinct residential areas.
- Design quality and long-term value into residential development to maintain appearance and property values.
- Provide opportunities for people who work in Alpharetta to live in Alpharetta by monitoring the housing-to-jobs balance and promoting a variety of housing options, including housing types, design and price-points.
- Promote opportunities for "aging in place."

H Policy 1: Promote and encourage residential densities and designs that ensure varied living areas and housing types.

H Strategy 1.1: Encourage appropriate residential densities and mix of uses close to Downtown Alpharetta.

H Strategy 1.2: Review residential plans and master plans (existing and proposed) to determine their response to providing a variety of housing choices as to size and costs.

H Strategy 1.3: Encourage large land holdings to plan for multiple land uses.

H Strategy 1.4: Promote subdivisions that foster a sense of community and promote pedestrian mobility, the natural environment, community recreation and public open space.

H Strategy 1.5: Prioritize high density development to locate in the North Point area and limit high density development in other areas of the City. Base high density development approvals on the availability of adequate infrastructure, such as schools, roads, sidewalks, utilities, etc.

H Strategy 1.6: Manage residential densities to be consistent with the character of the area.

Denotes a policy/strategy that has been added or altered as a part of the Horizon 2040 process.

POLICY DEVELOPMENT

-HOUSING-

H Policy 2: Maintain a balance between 'owner-occupied' and 'renter–occupied' in Alpharetta such that at least 68% of the housing stock is 'owner-occupied'.

H Strategy 2.1: Use Census Data to track the number of 'owner-occupied' and 'renter-occupied' units located in Alpharetta.

H Strategy 2.2: Maintain the computerized system for land development records, building permits and engineering plans.

H Strategy 2.3: Continue biannual updates to the City's Rental Housing Study.

H Policy 3: Preserve the character of distinct residential areas.

H Strategy 3.1: Preserve Canton Street between Church Street and Vaughan Drive as residential and designate it as the 'Garden District' of Alpharetta.

H Strategy 3.2: Protect all neighborhood character areas from urban development and incompatible land uses.

H Strategy 3.3: Explore regulations that limit height, massing and lot coverage in order to protect existing neighborhoods from incompatible infill development.

H Policy 4: Design quality and long-term value into residential development to maintain appearance and property values.

H Strategy 4.1: Ensure that at the very beginning of the design process, consideration is given to the natural environment (i.e. topography, tree preservation, creek flows), and accommodations are made for amenities (i.e. sidewalks, lighting, open spaces), in order to support a high quality residential product.

H Policy 5: Provide opportunities for people who work in Alpharetta to live in Alpharetta by monitoring the housing-to-jobs balance and promoting a variety of housing options, including housing types, design and price-points.

H Strategy 5.1: Preserve existing neighborhoods as a source of workforce housing.

H Strategy 5.2: Assess the need of providing additional workforce housing.

H Strategy 5.3: Encourage housing types that address the 'Missing Middle Housing', such as cottage court, accessory dwelling units, live-work housing, etc.

H Strategy 5.4: Research and implement the use of housing affordability tools, such as long-time owner-occupancy program, energy-efficient updates to reduce utility costs, density bonuses, public/private partnerships, tax incentives and accessory dwelling units to address workforce housing needs in the City.

H Policy 6: Promote opportunities for "aging in place".

H Strategy 6.1: Encourage development of housing opportunities for seniors that accommodates the needs of the aging population.

H Strategy 6.2: Develop regulations that expand the use of accessory dwelling units (ADUs) (i.e. in-law suite, granny flats) in single-family detached residential areas.

H Strategy 6.3: Encourage the location of senior-oriented and age-restricted housing developments near shopping, health-related services, transit, as well as, in centrally-located areas that provide goods and services.

H Strategy 6.4: Discourage the development of single option senior housing facilities and encourage comprehensive senior housing facilities that include independent, assisted, memory care and a variety of services and amenities within a single development.

Denotes a policy/strategy that has been added or altered as a part of the Horizon 2040 process.

GOAL

Provide a transportation system that continues to keep pace with growth and integrates various modes of travel in order to allow mobility options.

POLICIES

- Increase transportation accessibility and mobility.
- Provide multi-modal transportation options.
- Improve transportation safety and neighborhood livability.
- Improve the environment and air quality.
- Maintain and preserve the existing transportation system.
- Develop a network of interconnected streets to provide more access routes and less dependence on the arterial and major collector street system.
- Maintain active involvement in state and regional transportation planning activities.
- Reduce traffic congestion by planning for alternative transportation options and encouraging the use of innovative traffic management solutions.

POLICY DEVELOPMENT

-TRANSPORTATION-

T Policy 1: Increase transportation accessibility and mobility.

T Strategy 1.1: Enhance connectivity to community destinations with a street network that expands route options for people driving, biking, walking and riding public transportation.

T Strategy 1.2: Support transit friendly streets, bicycle routes and walkable communities that provide linkages to activity centers within the city.

T Strategy 1.3: Promote the development of compact mixed-use and transit-oriented development particularly in the GA-400 corridor.

T Policy 2: Provide multi-modal transportation options.

T Strategy 2.1: Develop "Complete Streets" guidelines that encourage a system that accommodates all modes of travel while still providing flexibility to allow designers to tailor the project to unique circumstances.

T Strategy 2.2: Continue to facilitate the City's traffic calming program that involves physical improvements designed to decrease traffic speed and increase the walkability of roadways. Methods to be used can include raised crosswalks, narrower traffic lanes, addition of on-street parking, roundabouts, and landscaped medians.

T Strategy 2.3: Ensure that safe, adequate and well-designed facilities are provided for cyclists, including pavement markings, signage and intersection crossings to make biking a safe and convenient transportation option and recreation activity throughout the city. Require that new developments include dedicated bicycle facilities lanes/route as well as bike- and pedestrian-friendly streetscapes.

T Strategy 2.4: Encourage an interconnected public sidewalk and trail network within new developments and enhance connectivity area wide by linking new sidewalks and trails to existing sidewalks and trails in adjacent neighborhoods. In addition, the system should link residential areas to commercial, schools, employment centers, transit and parks.

POLICY DEVELOPMENT

-TRANSPORTATION-

T Strategy 2.5: Investigate the feasibility of effective transit options to Alpharetta, improve park and ride lots, provide express bus service and expand local bus and shuttle services.

T Strategy 2.6: While examining new development proposals, assess their ability to offer transportation alternatives and reduce the number of vehicular trips.

T Strategy 2.7: Continue to expand the Citywide trail systems, including the Alpha Loop and Big Creek Greenway.

T Policy 3: Improve transportation safety and neighborhood livability.

T Strategy 3.1: Identify roads that need to be upgraded to City standards.

T Strategy 3.2: Encourage greater levels of school bus ridership.

T Strategy 3.3: Develop an interconnected system of sidewalks that extends Citywide.

T Strategy 3.4: Provide interparcel connectivity within commercial areas.

T Strategy 3.5: Minimize cut-through traffic on local roads, and reduce speed limits, where appropriate.

T Strategy 3.6: Continue development and operation of the City's Traffic Control Center.

T Strategy 3.7: Continue implementation of prescribed streetscapes in the Downtown and North Point areas.

T Policy 4: Improve the environment and air quality.

T Strategy 4.1: Minimize transportation impacts on social, environmental, and historic resources by reducing total vehicle emissions.

T Strategy 4.2: Encourage development designs to promote pedestrian activity that reduces on-site vehicular dependence.

T Strategy 4.3: Encourage accommodations for alternative fuel vehicles.

Denotes a policy/strategy that has been added or altered as a part of the Horizon 2040 process.

T Strategy 4.4: For City street improvement projects (including new streets, street widenings, complete street design, and other street improvement measures to the extent practicable), develop public-private partnerships for integrating green infrastructure/low impact development to mitigate stormwater runoff impacts and beautify the right-of-way area.

T Policy 5: Maintain and preserve the existing transportation system.

T Strategy 5.1: Maintain the City's transportation plan on a regular annual basis.

T Strategy 5.2: Promote efficient use of the existing system, through improved operational and maintenance strategies, including access management along major corridors.

T Strategy 5.3: Encourage transportation demand management (e.g., vanpools, carpools, telecommuting, etc.) in the private and public sector, and greater development of HOV lanes on major corridors.

T Policy 6: Develop a network of interconnected streets to provide more access routes and less dependence on the arterial and major collector street system.

T Strategy 6.1: Support development of an interconnected public street network within new developments that links new streets and neighborhoods to existing public streets and adjacent subdivisions, allowing for more than one way in and one way out as well as providing for multiple route options within the development.

T Policy 7: Maintain active involvement in state and regional transportation planning activities.

T Strategy 7.1: Coordinate with North Fulton cities, North Fulton CID and ARC to implement the North Fulton Comprehensive Transportation Plan.

T Policy 8: Reduce traffic congestion by planning for alternative transportation options and encouraging the use of innovative traffic management solutions.

T Strategy 8.1: Explore an integrated transportation system for seniors to increase mobility around North Fulton.

T Strategy 8.2: Explore the use of shuttles, trolleys and autonomous vehicles in the Downtown and North Point areas, including coordination with The ATL, MARTA, and other transportation and transit agencies.

T Strategy 8.3: Explore innovative traffic management solutions and promote their use, such as The Connected Vehicle Technology.

Community Economic Development Vision

GOAL

Strengthen and sustain the economic base of Alpharetta.

POLICIES

- Maintain a highly viable, growing and attractive downtown.
- Attract highly-skilled and professional-level employment to corporate and industrial development areas while also focusing efforts to retain and grow existing quality businesses.
- Continue to attract quality retailers for commercial areas throughout the City.
- Maintain a high aesthetic standard and enhance architectural quality.
- Participate in regional efforts that support economic development.
- Promote branding and placemaking as a means of creating interesting, sustainable developments.
- Promote infill of vacant office and retail space with compatible uses and amenities that enhance synergy within the development.

POLICY DEVELOPMENT

-ECONOMIC DEVELOPMENT-

ED Policy 1: Maintain a highly viable, growing and attractive downtown.

ED Strategy 1.1: Continue *to* implement the Downtown Master Plan.

ED Strategy 1.2: Complete annual updates to the Downtown Code during regular public meetings to ensure consistency of the plan with community needs and goals.

ED Strategy 1.3: Encourage continued investment in historic downtown through façade grants and other incentives.

ED Strategy 1.4: Create and coordinate with the Alpharetta Business Association *and/or Alpharetta Chamber* on downtown marketing efforts.

ED Strategy 1.5: Explore community-oriented foot patrol policing for Downtown Alpharetta.

ED Strategy 1.6: Continue to pursue designation as Georgia Main Street Community and develop annual work plans to guide downtown development initiatives within the framework of the national Main Street approach to revitalization.

ED Strategy 1.7: Continue to build on the arts and special event programming in order to draw employers to Alpharetta.

ED Strategy 1.8: Identify public-private partnerships in order to coordinate marketing, maintenance, safety and event programming efforts in activity centers throughout the City.

ED Strategy 1.9: Continue Downtown Economic Development Initiative with the Alpharetta Chamber of Commerce in order to unify the downtown businesses.

Denotes a policy/strategy that has been added or altered as a part of the Horizon 2040 process.

POLICY DEVELOPMENT

-ECONOMIC DEVELOPMENT-

ED Policy 2: Attract highly-skilled and professional-level employment to corporate and industrial development areas while also focusing efforts to retain and grow existing quality businesses.

ED Strategy 2.1: Expand the technology forum to include the healthcare and renewable energy industries and encourage an environment of innovation, build linkages between companies with a presence in the community, and attract new firms.

ED Strategy 2.2: Continue to maintain the City's economic development action plan to ensure consistency with overall community objectives and needs.

ED Strategy 2.3: *Continue to* implement a business calling and retention program to encourage existing quality businesses to remain and grow in the city.

ED Strategy 2.4: Research the critical employment age group of 20 to 40 years and establish planning and change strategies appropriate to make Alpharetta an attractive place to live.

ED Strategy 2.5: Explore and implement economic development incentives to attract new businesses, especially in the North Point area.

ED Policy 3: Continue to attract quality retailers for commercial areas throughout the city.

ED Strategy 3.1: Encourage a variety of mobility options, such as improved public and private transportation for the retail and service employees who work in commercial centers.

ED Strategy 3.2: Support the development of locally-owned, unique shopping, dining and entertainment opportunities.

ED Strategy 3.3: Maintain a healthy and attractive retail environment that continues to draw expenditures from households outside the City of Alpharetta.

ED Strategy 3.4: Continue to inventory all vacant, underperforming and distressed retail properties in order to inform the creation of targeted development strategies.

ED Policy 4: Maintain a high aesthetic standard and enhance architectural quality.

ED Strategy 4.1: Maintain and enforce high aesthetic standards and appropriate architectural guidelines.

ED Policy 5: Participate in regional efforts that support economic development.

ED Strategy 5.1: Coordinate with regional economic development partners and marketing efforts to the benefit of North Fulton.

ED Strategy 5.2: Support regional efforts to solve environmental and infrastructure problems.

ED Policy 6: Promote branding and placemaking as a means of creating interesting, sustainable developments.

ED Strategy 6.1: Implement the North Point Creative Placemaking Plan.

ED Strategy 6.2: Promote marketing and branding in redevelopment areas and employment centers.

ED Strategy 6.3: Provide public investments in the City's redevelopment areas in order to promote private re-investment.

ED Policy 7: Promote infill of vacant office and retail space with compatible uses and amenities that enhance synergy within the development.

ED Strategy 7.1: Maintain a list of vacant office and retail space and promote the vacant spaces to companies looking to move to Alpharetta.

ED Strategy 7.2: Continue quarterly outreach efforts with tenant representatives and leasing agents in order to keep them updated on public and private development.

Denotes a policy/strategy that has been added or altered as a part of the Horizon 2040 process.

Community Land Use Vision

GOAL

Develop a land use pattern and structure that fully complements the vision of Alpharetta as a signature community in the region.

POLICIES

- Encourage the continued revitalization and redevelopment of Downtown Alpharetta for culture, government, dining, residential, entertainment, and retail diversity.
- Ensure that future land use and development decisions are consistent with the Comprehensive Plan and that such decisions promote social and economic well-being.
- Guide development to areas where infrastructure is available concurrent with development.
- Preserve and protect the quality of existing neighborhoods proactively through code enforcement and land use decisions that protect neighborhood integrity of these areas.
- Require subdivision design that fosters a sense of community and promotes pedestrian mobility, community recreation and an abundance of public open space.
- Support the success and expansion of employment centers.
- Ensure context-sensitive infill and redevelopment.
- Support appropriately located mixed-use development and employment centers.
- Promote redevelopment of highway corridors, with an emphasis on North Point Parkway, Old Milton Parkway and South Main Street, into pedestrian-friendly, mixed-use environments to create viable, growing and attractive areas.
- Promote the retrofitting of suburban office developments with amenities to increase marketability.

POLICY DEVELOPMENT

-LAND USE-

LU Policy 1: Encourage the continued revitalization and redevelopment of Downtown Alpharetta for culture, government, dining, residential, entertainment, and retail diversity.

LU Strategy 1.1: Continue to implement the vision detailed in the Downtown Master Plan.

LU Strategy 1.2: Support improvements to Downtown that will result in a compact arrangement of retail and commercial enterprises with office, financial, entertainment, governmental and certain residential development, all designed and situated to permit internal pedestrian circulation.

LU Strategy 1.3: Encourage residential uses in the Downtown at higher densities and in mixed use buildings in order to support the viability of Downtown.

LU Strategy 1.4: Continue to encourage revitalization of Downtown through major streetscape improvements, landscaping, formal open spaces, and transportation network connectivity.

LU Policy 2: Ensure that future land use and development decisions are consistent with the Comprehensive Plan and that such decisions promote social and economic well-being.

LU Strategy 2.1: Encourage and promote clean, high tech business activity that strengthens the economic base of the community and minimizes air and water pollution.

LU Strategy 2.2: Promote development that is pedestrian-oriented and minimizes vehicular trips.

LU Strategy 2.3: Encourage creative urban design solutions that improve physical character.

POLICY DEVELOPMENT

-LAND USE-

LU Policy 3: Guide development to areas where infrastructure is available concurrent with development.

LU Strategy 3.1: Use infrastructure as a tool to guide development into locations where the land is most cost effective to service (i.e., accessible to police, fire, sewer and the urban road network).

LU Strategy 3.2: When decisions are made about development densities, give due consideration to investments in infrastructure that have been made by the City.

LU Strategy 3.3: Monitor the impact of new development and projected infrastructure capacities.

LU Policy 4: Preserve and protect the quality of existing neighborhoods proactively through code enforcement and land use decisions that protect neighborhood integrity of these areas.

LU Strategy 4.1: Preserve large residential estate properties in Northwest Alpharetta and the Big Creek Overlook community by maintaining development densities that are generally at much lower levels than that of the rest of the city.

LU Strategy 4.2: Maintain code enforcement efforts to ensure that all residential, commercial and industrial properties are appropriately maintained in accordance with property maintenance codes.

LU Strategy 4.3: Investigate short-term rentals and explore whether or not regulations are necessary.

LU Policy 5: Require subdivision design that fosters a sense of community and promotes pedestrian mobility, community recreation and an abundance of public open space.

LU Strategy 5.1: Ensure that roads and sidewalks designed for new suburban neighborhood developments connect with adjacent established neighborhoods to provide connectivity to parks, greenspace, community amenities and commercial services.

LU Policy 6: Support the success and expansion of employment centers.

LU Strategy 6.1: Support flexibility in employment centers that allows the potential for a corporate environment to include a mix of office uses and discreet warehouse/distribution facilities (typically accommodated to the rear of the buildings).

LU Strategy 6.2: Designate major entranceways to the city, (the interchanges along GA-400) for office use in order to preserve the corporate business environment (as described in Part 2: Character-Area Focus for individual Character Areas).

LU Strategy 6.3: Limit industrial land uses to light industry only.

LU Strategy 6.4: Maintain code enforcement efforts to ensure that commercial and industrial properties are appropriately maintained in accordance with property maintenance codes.

LU Policy 7: Ensure context-sensitive infill and redevelopment.

LU Strategy 7.1: Compile an inventory of vacant, tax delinquent, or government entity-owned properties that may be appropriate for infill development to enhance existing neighborhoods and encourage development in locations already served with supporting infrastructure.

LU Strategy 7.2: Establish an Infill Development Guide and associated regulations to address appropriate site design standards for context sensitive infill development, allowing for accommodation of infill housing with building setbacks and minimum lots sizes that are compatible with surrounding homes.

LU Policy 8: Support appropriately located mixed-use development and employment centers.

LU Strategy 8.1: Allow mixed use patterns that will create activity nodes in appropriate areas, as established by the Future Development Map, that provide jobs and services within walking distance of residences, preserve open spaces, and make public transportation more effective.

LU Strategy 8.2: Focus regional-scaled, suburban, and big box commercial development into development and redevelopment nodes, rather than allowing commercial development along the full length of major corridors. In addition, promote development of smaller-scaled neighborhood centers as well as revitalization and enhancement of existing small-scale commercial centers.

Denotes a policy/strategy that has been added or altered as a part of the Horizon 2040 process.

POLICY DEVELOPMENT

-LAND USE-

LU Strategy 8.3: Encourage property owners and developers with large land holdings to plan for multiple land uses.

LU Strategy 8.4: Establish varying levels of mixed use development densities, through overlay districts or other means, such that the highest densities of office, retail and residential development will be located along the GA-400 corridor.

LU Policy 9: Promote redevelopment of highway corridors, with an emphasis on North Point Parkway, Old Milton Parkway and South Main Street, into pedestrian-friendly, mixed-use environments to create viable, growing and attractive areas.

LU Strategy 9.1: Support a cohesive approach to providing retail sales and service nodes within the city, thereby avoiding strip commercial patterns along arterial routes; these nodes should be developed on a scale that is compatible with residential development and pedestrian access.

LU Strategy 9.2: Define the boundaries of retail areas to avoid "retail creep" beyond designated retail areas.

LU Strategy 9.3: Establish and maintain attractive gateway features at major entranceways into the city, including guidelines for future development.

LU Strategy 9.4: Maintain the visual aesthetics of GA-400 by preserving and enhancing the tree buffer and prohibiting retail at the interchanges.

LU Strategy 9.5: Create small area plans/overlays for the Old Milton Parkway corridor (east of Georgia 400), South Main Street and Windward Master Plan.

LU Strategy 9.6: Plan for uses, such as a college/university, entertainment, or similar assembly uses, that will have a regional draw to the North Point area.

LU Policy 10: Promote the retrofitting of suburban office developments with amenities to increase marketability.

LU Strategy 10.1: Allow mixed use patterns that will create activity nodes in appropriate areas near or within existing suburban office developments.

LU Strategy 10.2: Establish regulations and incentives that promote retrofitting suburban office with desirable amenities.

Denotes a policy/strategy that has been added or altered as a part of the Horizon 2040 process.

Natural, Historic & Cultural Resources Vision

GOAL

Protect and nurture natural, cultural and historic resources

POLICIES

- Protect the natural, historic and scenic qualities of the city, including water resources.
- PPromote environmental awareness through education.
- Permanently protect existing open space and purchase or protect additional open space to meet a 20% open space objective.
- Continue to lead by example by incorporating green, environmentally-friendly technology into the City's day-to-day operations.
- Encourage green building design, technology and sustainable site design.
- Continue to add to the City's open space inventory and provide trail connections between parks and where people live and work.

POLICY DEVELOPMENT

-NATURAL, HISTORIC & CULTURAL RESOURCES-

NHCR Policy 1: Protect the natural, historic and scenic qualities of the city, including water resources.

NHCR Strategy 1.1: Encourage preservation and enhancement of historic structures and street tree canopies, especially in the downtown area.

NHCR Strategy 1.2: Protect the natural environment and areas that contribute to the unique character of the city by ensuring a balance between the natural and the built environment, continued use of buffers and other techniques.

NHCR Strategy 1.3: Explore regional-level partnerships to protect and enhance the natural environment, without being tied to political boundaries.

NHCR Strategy 1.4: Enlist non-profit land trusts to help preserve open space through voluntary land conservation agreements.

NHCR Strategy 1.5: Maintain the scenic tree-lined view along GA-400 through corridor setbacks, clearing and grading setbacks and signage and lighting height limitations.

NHCR Strategy 1.6: Continue to enforce standards and enact ordinances for historic preservation, tree protection, signage, landscaping, streetscape design, sidewalks, bicycle paths, greenways, open space preservation and water quality protection requirements.

NHCR Strategy 1.7: Continue to study, update, and enforce best available data for floodplains and future floodplains.

POLICY DEVELOPMENT

-NATURAL, HISTORIC & CULTURAL RESOURCES-

NHCR Strategy 1.8: Continue to evaluate water quality in City streams. Develop projects and regulations that will improve stream water quality. Continue to regulate new development with required discharge water quality measures. Encourage the use of low impact design and reuse water.

NHCR Strategy 1.9: Continue to evaluate ways to encourage Public Arts Programming and Arts Facilities.

NHCR Strategy 1.10 : Continue to work with the Historic Preservation Commission to preserve historic properties in the City of Alpharetta.

NHCR Strategy 1.11: Inventory and map public art throughout the City and develop a walking tour of public art in the Downtown.

NHCR Strategy 1.12: Encourage public and private arts and cultural event venues (symphony, museums, music venues, amphitheaters, etc.) in the City.

NHCR Strategy 1.13: Identify public-private partnerships and develop and expand Citywide special event programming.

NHCR Strategy 1.14: Encourage the use of incentives to preserve historic structures.

NHCR Policy 2: Promote environmental awareness through education.

NHCR Strategy 2.1: Promote environmental awareness among the general public and the development community through educational programs.

NHCR Strategy 2.2: Continue to utilize environmental education programs for both the general public and development community through the City's stormwater group in the Engineering/Public Works Department.

NHCR Strategy 2.3: Continue to emphasize education and current programs to further reduce the solid waste stream.

NHCR Policy 3: Permanently protect existing open space and purchase or protect additional open space to meet a 20% open space objective.

NHCR Strategy 3.1: Develop a pocket park plan and link greenspaces with linear multi-use paths in order to maximize greenspace.

NHCR Strategy 3.2: Actively pursue methods to expand, enhance, and create more multi-use trail activity.

NHCR Strategy 3.3: Inventory and map open space and greenspace throughout the City.

NHCR Strategy 3.4: Provide a balance of amenity space (privately owned, maintained and used) and civic space (publicly or privately owned and maintained, for public use) throughout the City.

NHCR Policy 4: Continue to lead by example by incorporating green, environmentally-friendly technology into the City's day-to-day operations.

NHCR Strategy 4.1: Utilize sustainable green design for new public buildings (and facilities) to create resource-efficient facilities that reduce cost of operation and maintenance, and address issues such as historic preservation, access to public transit and other community infrastructure systems.

NHCR Strategy 4.2: Implement technologies, incentives and code requirements that lessen dependence on fossil fuels and reduce waste by replacing low-mileage vehicles with more fuel-efficient models (e.g. hybrids, electric, natural gas, etc.), use of solar panels, reuse of materials and resources etc.

NHCR Strategy 4.3: Maintain the City's certification as a Green Community through the Atlanta Regional Commission.

NHCR Policy 5: Encourage green building design, technology and sustainable site design.

NHCR Strategy 5.1: Promote low-impact development through stormwater management, wastewater management, heat island mitigation and light pollution mitigation requirements.

..... Denotes a policy/strategy that has been added or altered as a part of the Horizon 2040 process.

POLICY DEVELOPMENT

-NATURAL, HISTORIC & CULTURAL RESOURCES-

NHCR Strategy 5.2: Continue to offer incentives such as expedited plan review, inspections, etc. as incentives to encourage the use of "green" materials, systems, and practices.

NHCR Strategy 5.3: Develop a Sustainable Site Design Guide describing best practices.

NHCR Strategy 5.4: Continue to enforce water conservation measures in all new development in the City.

- *NHCR Strategy 5.5: Continue to update and implement the North Point Overlay EcoDistrict regulations.*
- **NHCR Policy 6: Continue to add to the City's open space inventory and provide trail connections between parks and where people live and work.**
- *NHCR Strategy 6.1: Provide a balance of active and passive open space opportunities.*
- *NHCR Strategy 6.2: Protect natural areas within passive parks.*

Denotes a policy/strategy that has been added or altered as a part of the Horizon 2040 process.

Community Services & Facilities Vision

GOAL

Provide high quality, sustainable public facilities and services for the citizens and businesses within the city

POLICIES

- Encourage infrastructure development that keeps pace with growth an develops concurrently with the city's population, including water and sewer service, public safety, parks and recreation, and general government services.
- Meet the health needs of residents through a combination of private and public sources.
- Enhance the quality of life for residents through the provision of greenspace, parks and recreational facilities, and cultural opportunities that are convenient to all city residents.
- Support an educational system that achieves a higher standard of learning and meets current and future population needs.
- Promote walkable communities and areas throughout the City.
- Promote community safety and security.

POLICY DEVELOPMENT

-COMMUNITY SERVICES & FACILITIES-

CSF Policy 1: Encourage infrastructure development that keeps pace with growth and develops concurrently with the city's population, including water and sewer service, public safety, parks and recreation, and general government services.

CSF Strategy 1.1: Ensure that infrastructure and public services are adequately positioned to provide coverage to areas where higher intensity developments are planned.

CSF Strategy 1.2: Continue application of the Cost of Government Services Land Use Model to forecast fiscal impacts of land use decisions within the city.

CSF Strategy 1.3: Maintain the capital improvements plan and program that is tied to the Comprehensive Plan to ensure that infrastructure keeps pace with new development.

CSF Strategy 1.4: Revise the Capital Improvements Element annually as part of the budget process.

CSF Strategy 1.5: Coordinate development activities with Fulton County to ensure that water and wastewater treatment capacities are sufficient to meet future demand and establish agreements with Fulton County concerning the volume of water the City can acquire and the reserve capacities for sewer effluent.

CSF Policy 2: Meet the health needs of residents through a combination of private and public sources.

CSF Strategy 2.1: Continue to work with the Fulton County Health Department to develop and expand programming to meet the needs of Alpharetta residents.

POLICY DEVELOPMENT

-COMMUNITY SERVICES & FACILITIES-

CSF Policy 3: Enhance the quality of life for residents through the provision of greenspace, parks and recreational facilities, and cultural opportunities that are convenient to all city residents.

CSF Strategy 3.1: Maintain the public art program to promote public art that will foster community pride and improve the visual attractiveness of public spaces.

CSF Strategy 3.2: Continue expansion of the City's Greenway Program, including the northernmost segment extending to the city limits.

CSF Strategy 3.3: Continue to implement the Alpha Loop to enhance pedestrian connectivity between the Big Creek Greenway, Wills Park, Avalon, Northwinds, North Point and the Downtown.

CSF Strategy 3.4: Continue to promote the Center for the Arts.

CSF Strategy 3.5: Expand the Senior Activity Center and explore the need for a satellite facility.

CSF Strategy 3.6: Invest in a regionally recognized equestrian center.

CSF Strategy 3.7: Encourage developers to build recreational opportunities like the Alpha Loop in conjunction with new development, and encourage permanent protection of open space for future generations to enjoy.

- *CSF Strategy 3.8: Develop a skate park in the City.*
- *CSF Strategy 3.9: Continue to support and assist the Alpha Loop Foundation, a private non-profit, to assist their efforts in seeking private funding to construct, maintain and sponsor the Alpha Loop.*

CSF Policy 4: Support an educational system that achieves a higher standard of learning and meets current and future population needs.

CSF Strategy 4.1: Communicate with the Fulton County Board of Education concerning future growth areas of the city and the school board's plans for provision of public schools to meet future capacities.

CSF Strategy 4.2: Continue to promote local opportunities for education and related human resource development and employee training.

- *CSF Strategy 4.3: Expand partnerships with area schools, such as the Old Rucker Urban Farm partnership with Cambridge High School.*

- **CSF Policy 5: Promote walkable communities and areas throughout the City.**
- *CSF Strategy 5.1: Identify partnerships to provide centralized parking facilities to promote walking and biking.*
- *CSF Strategy 5.2: Address pedestrian improvements in areas of the City where pedestrian facilities are missing or disconnected.*
- *CSF Strategy 5.3: Continue to implement the recommendations from the Alpharetta Walkability and Pedestrian Safety Study.*

- **CSF Policy 6: Promote community safety and security.**
- *CSF Strategy 6.1: Implement the principles of Crime Prevention Through Environmental Design (CPTED) as part of the City's site plan approval process.*
- *CSF Strategy 6.2: Implement pedestrian safety and walkability policies as part of the City's site plan approval process.*
- *CSF Strategy 6.3: Complete regular updates to the City's Hazard Mitigation Plan and prioritize projects identified in the Plan.*

Denotes a policy/strategy that has been added or altered as a part of the Horizon 2040 process.

Intergovernmental Coordination Vision

GOAL

Coordination with adjacent local governments as well as regional, state & federal agencies

POLICIES

- Support coordination efforts with the county and the adjacent municipalities of Forsyth County, City of Milton, City of John's Creek and City of Roswell.
- Promote partnerships between the City and county Board of Education.
- Coordinate efforts with regional, state and federal agencies.

POLICY DEVELOPMENT

-INTERGOVERNMENTAL COORDINATION-

IC Policy 1: Support coordination efforts with the county and the adjacent municipalities of Forsyth County, City of Milton, City of John's Creek and City of Roswell.

IC Policy 2: Promote partnerships between the City and county Board of Education.

IC Policy 3: Coordinate efforts with regional, state and federal agencies.

IC Policy 3: Coordinate efforts with regional, state and federal agencies.

IC Strategy 3.1: Continue to be actively involved in ongoing transportation planning activities with Atlanta Regional Commission and the North Fulton CID.

IC Strategy 3.2: Continue to work with the Atlanta Regional Commission to coordinate planning and development efforts in the region.

IC Strategy 3.3: Work with regional, state and federal agencies to identify funding opportunities to address community development and transportation needs.

IC Strategy 3.4: Coordinate and participate with the Metropolitan North Georgia Water Planning District. Establish local goals and implementation programs consistent with the water planning goals and objectives.

IC Strategy 3.5: Continue to coordinate with surrounding municipalities on watershed wide studies, projects, and improvements.

Broadband Services Vision

GOAL

Support regulations that promote access to broadband services throughout the City and for all groups regardless of socio-economic factors

POLICIES

- Promote access to broadband services, especially in areas that lack coverage.

- **BBS Policy 1: Promote access to broadband services, especially in areas that lack coverage.**
- *BBS Strategy 1.1: Continue to update the wireless telecommunications facilities ordinance to promote the availability of broadband services throughout the City.*

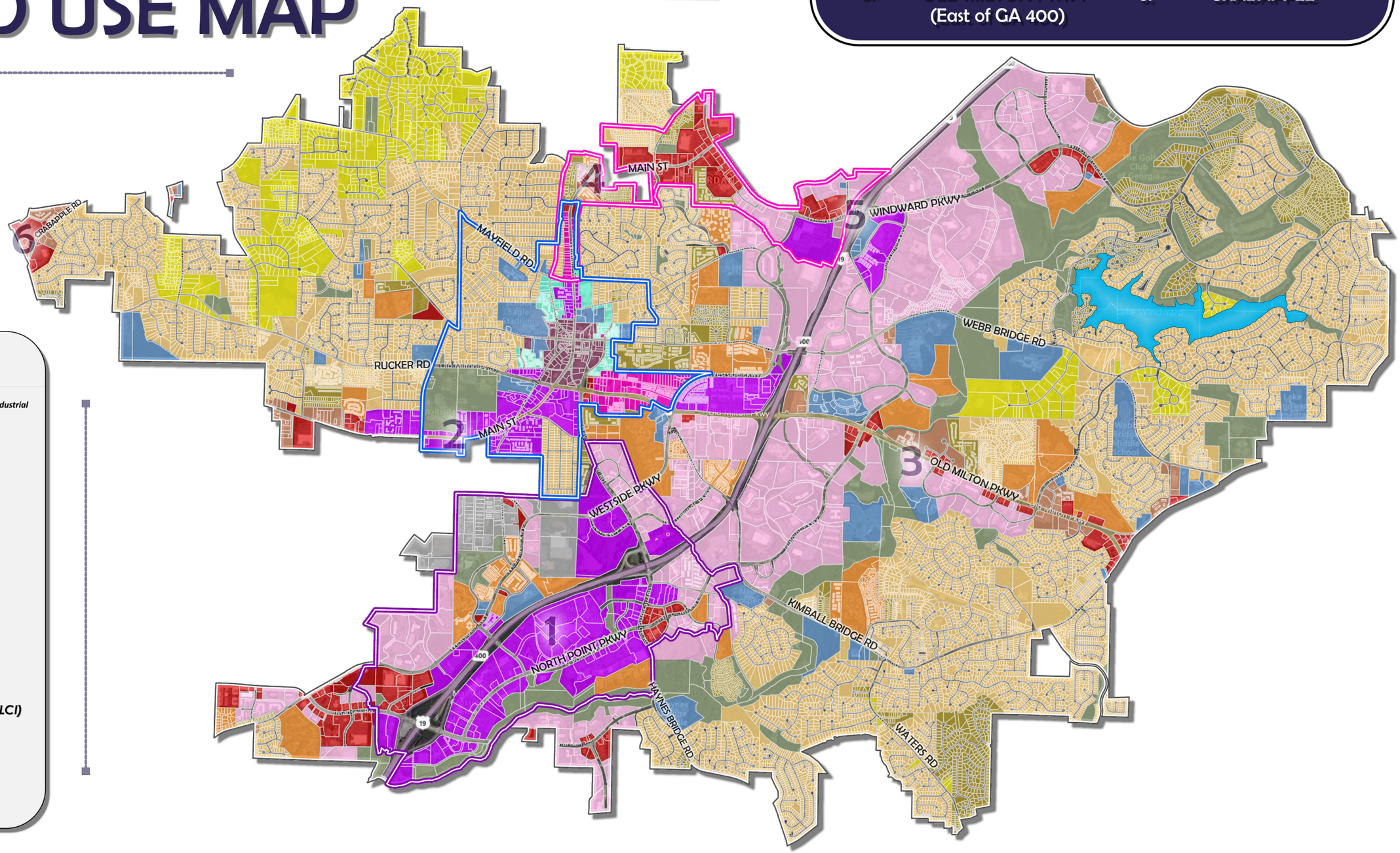
Denotes a policy/strategy that has been added or altered as a part of the Horizon 2040 process.

FUTURE LAND USE

FUTURE LAND USE MAP

DEVELOPMENT / REDEVELOPMENT PRIORITY AREAS

1. NORTH POINT
2. SOUTH MAIN ST
3. OLD MILTON PKWY (East of GA 400)
4. NORTH MAIN ST
5. WINDWARD PKWY
6. CRABAPPLE



FUTURE LAND USE DESIGNATION

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

LIVABLE CENTER INITIATIVE (LCI) STUDY AREAS

- Downtown LCI
- North Point LCI
- Highway 9 LCI

VERY LOW DENSITY RESIDENTIAL	LOW DENSITY RESIDENTIAL	MEDIUM DENSITY RESIDENTIAL	HIGH DENSITY RESIDENTIAL	DOWNTOWN RESIDENTIAL DENSITY	MIXED USE LIVE WORK	MIXED USE
VLDR	**LDR**	**MDR**	**HDR**	**DRD**	**MULW**	**MU**
'For-Sale' detached dwelling on minimum 22,000 square foot lot with a maximum density less than 2 units per acre.	'For-Sale' detached dwelling on minimum 12,000 square foot lot with a maximum density up to 3 units per acre.	'For-Sale' detached dwelling on minimum 10,000 square foot lot as well as 'For-sale' attached dwelling with a maximum density up to 4 units per acre.	'For-Sale' attached / detached dwelling and 'For-Rent' attached/detached dwelling with a maximum density up to 10 units per acre.	'For-Sale' attached/detached dwelling in the Downtown Overlay with densities in compliance with the Downtown Master Plan.	In the Downtown Overlay, office and residential uses mixed vertically within a building and/or horizontally within a development or area.	Office, commercial, and residential uses mixed vertically within a building and/or horizontally within a development. In the Downtown Overlay, office, commercial and residential uses mixed vertically within a building and/or horizontally within a development or area.
FUTURE ZONING	FUTURE ZONING	FUTURE ZONING	FUTURE ZONING	FUTURE ZONING	FUTURE ZONING	FUTURE ZONING
AG R RE R-22	R-15 R-12 CUP	R-10 R-4 A/D CUP	R-8 A/D R-10 M CUP	DT-R	DT-LW	CUP MU DT-MU

CENTRAL BUSINESS DISTRICT	PROFESSIONAL / BUSINESS OFFICE	CORPORATE OFFICE	COMMERCIAL	BUSINESS, MANUFACTURING, WAREHOUSING, LIGHT INDUSTRIAL	PUBLIC, INSTITUTIONAL, EDUCATIONAL	PARKS, RECREATION, OPEN SPACE
CBD	**PBO**	**CO**	**C**	**BMWLI**	**PIE**	**PROS**
In the Downtown Overlay, mixed use development typical of a traditional downtown, including offices, shops, residences, and civic uses.	Office developments with businesses such as professional services, financial institutions, and medical services.	Corporate Office and Business Park development that primarily includes office buildings. Commercial uses are acceptable, but they should be subordinate to office uses and be oriented to serve businesses in the immediate area.	Businesses that provide goods and services such as shopping centers, grocery stores, retail stores, restaurants, entertainment, lodging, and other general services to meet the daily needs of the community.	Businesses with a focus on research and development, low-impact distribution and warehousing, as well as, low impact manufacturing.	Civic uses, such as: schools, places of worship, government buildings, etc.	Public and private active and passive open space, such as floodplains, natural preserves, golf courses, playgrounds, recreation centers, parks, etc.
FUTURE ZONING	FUTURE ZONING	FUTURE ZONING	FUTURE ZONING	FUTURE ZONING	FUTURE ZONING	FUTURE ZONING
DT-C	CUP O-P	CUP O-I	CUP C-I C-2 PSC	CUP L-I	OSR SU	CUP OSR SU

DEVELOPMENT / REDEVELOPMENT

PRIORITY AREAS

1. NORTH POINT

Preserve the North Point area as a regional destination for shopping, jobs and entertainment, and enhance the area with improvements, redevelopment and new development that supports a walkable and vibrant mixed-use community destination with places to shop, work, entertain and live. Future development should emphasize connectivity, uses that generate a high level of activity and transit-oriented development that anticipates the extension of MARTA transit service to the area. The area should be supported by a range of housing types and transportation modes. A focus should be placed on expanding the street network, enhancing public transit service, creating a pedestrian-friendly environment by adding sidewalks and multi-use trails and supporting bicycle use with infrastructure that makes biking safe and convenient. This complete transportation system should link adjacent residential, office and commercial areas to major destinations within the activity center or serve as a safe and convenient connection to other destinations in the community. Expand entertainment uses and capitalize on amphitheater location.

ISSUES & OPPORTUNITIES

- Potential for redevelopment of commercial, surface parking lots, or underutilized properties into mixed-use developments
- Extension of MARTA transit (BRT) service to North Point area
- GA-400 offers access from many areas of North Fulton
- Ameris Bank Amphitheatre and North Point Mall are unique, large-scale assets with a regional draw

2. SOUTH MAIN ST

Enhance established commercial along South Main Street/ GA-9 with streetscape and property improvements, as well as vehicular, pedestrian, bicycle and public transportation connectivity to destinations along the corridor, activity centers, neighborhoods, and Wills Park. Create opportunities for new mixed-use, commercial, office and medium- and high-density residential development along the corridor. The area is envisioned to evolve as a compact, walkable mixed-use corridor with a mix of office, commercial and residential uses. Future development should emphasize connectivity and redevelopment with higher intensity mixed-use and office/ commercial uses fronting South Main Street and backed by less intense residential. Wide sidewalks, a cohesive streetscape, and direct links to Wills Park will improve pedestrian safety while bicycle infrastructure will make biking safe and convenient. This complete transportation system should link adjacent residences and the park to activity along the corridor.

ISSUES & OPPORTUNITIES

- Aging strip commercial, auto-oriented uses and unappealing look/aesthetic quality
- Traffic congestion and limited bike/pedestrian infrastructure and connectivity
- Proximity to the Downtown Core, City Center and Wills Park
- Investments/revitalization needed to improve visual quality and economic competitiveness of corridor
- Connectivity between Wills Park and Downtown
- Opportunities for redevelopment and the chance to promote unique, local businesses

3. OLD MILTON PKWY (East of GA 400)

Enhance existing commercial and office character along the corridor with streetscape and property improvements, as well as vehicular, pedestrian, bicycle and public transportation connectivity to destinations along the corridor, activity centers and neighborhoods. The corridor is envisioned to evolve into a more compact, connected, and walkable development pattern. It is primarily zoned for a mix of commercial, office, and residential. Future development should emphasize connectivity and diversity of land uses, while also expanding the street network and enhancing the pedestrian environment by adding and/or linking sidewalks. Bicycle use should also be encouraged with infrastructure that makes biking safe and convenient. This complete transportation system should link adjacent residential areas to major destinations along the corridor or serve as a safe and convenient throughway to other destinations in the community.

ISSUES & OPPORTUNITIES

- Primary east-west route, connecting to GA-400, Downtown, Avalon and Johns Creek
- Traffic congestion along parkway
- Need to balance the corridor's role as transportation corridor with continued growth of the corridor as a major destination
- Pedestrian/ bicycle connectivity and open space lacking along the corridor

DEVELOPMENT / REDEVELOPMENT

PRIORITY AREAS

4. NORTH MAIN ST

Enhance established commercial, office and residential along North Main Street/GA-9 with streetscape and property improvements, as well as vehicular, pedestrian and bicycle connectivity to destinations along the corridor, activity centers and neighborhoods. Create opportunities for new, neighborhood-scaled office and residential development along the corridor. The area is envisioned to evolve as a compact, walkable area with a mix of residential-scale office, commercial and residential uses. Future development should emphasize connectivity, neighborhood scale and diversity of land uses. It should also focus on creating a pedestrian-friendly environment by adding sidewalks and encouraging bicycle use with infrastructure that makes biking safe and convenient. This complete transportation system should link adjacent residential areas to major destinations along the corridor or serve as a safe and convenient throughway to other destinations in the community.

ISSUES & OPPORTUNITIES

- Residence transitioning to commercial/office businesses
- Shallow lot depth/lot size limits development options
- Traffic congestion
- GDOT plans for roadway improvements and multi-use sidewalks
- Near Downtown
- Connectivity is limited for people walking and biking

5. WINDWARD PKWY

Enhance existing commercial and office character with streetscape and property improvements, as well as vehicular, pedestrian, bicycle and public transportation connectivity to destinations along the corridor, activity centers and neighborhoods. Create opportunities for mixed-use, commercial, and office developments. The area is envisioned to evolve as a more compact, walkable mixed-use and office/ commercial corridor.

ISSUES & OPPORTUNITIES

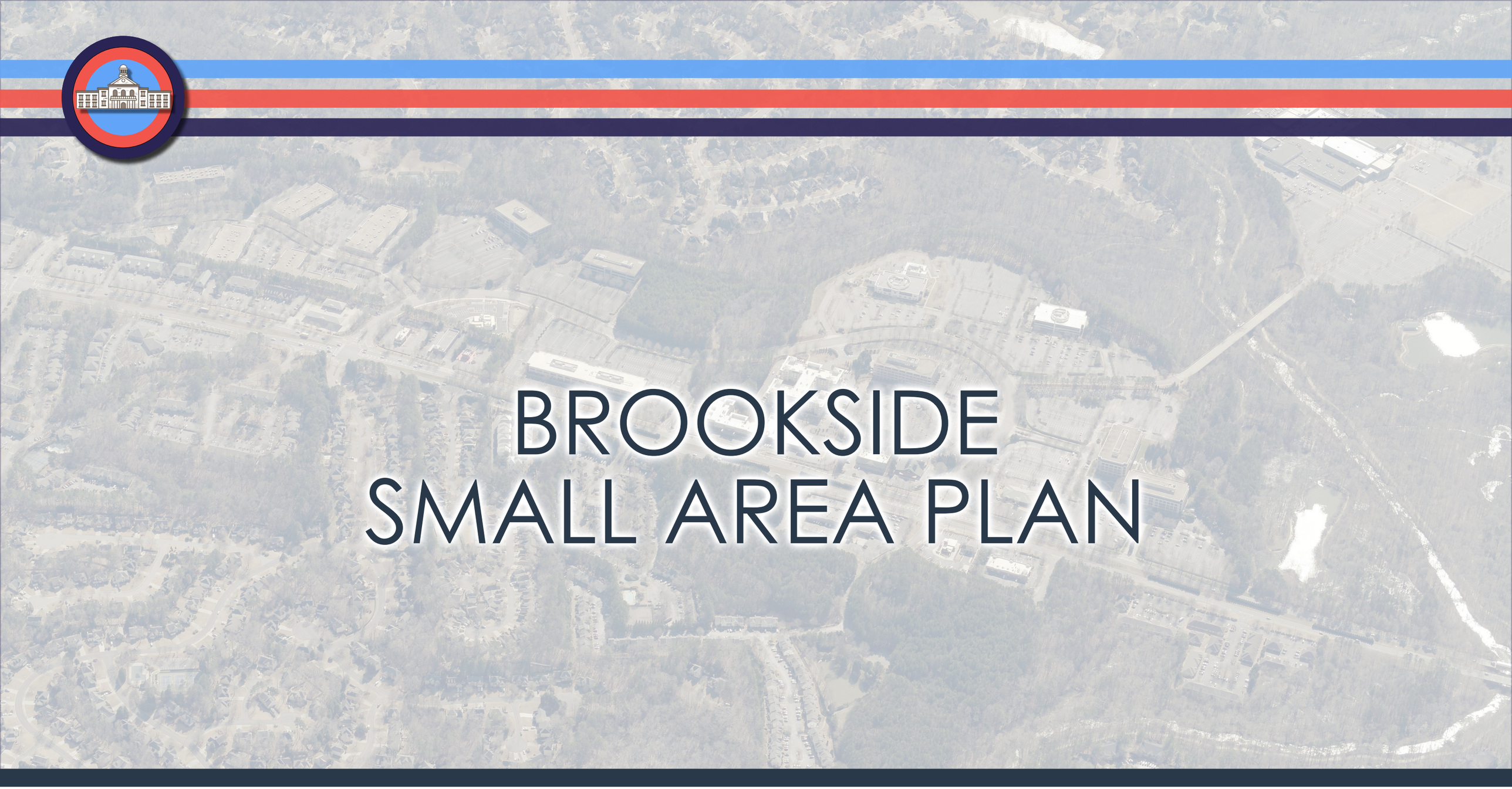
- Convenient proximity and access to GA-400
- Major transportation link between GA-400 and Milton
- Traffic congestion along major roads
- Connectivity is limited for people walking and biking

6. CRABAPPLE

Enhance established shopping and business destinations at a major crossroads intersection, as well as connectivity to neighborhoods, corridors and other communities with vehicular, pedestrian, bicycle and public transportation improvements. Create new shopping and business opportunities that support the surrounding neighborhoods. Future development should emphasize connectivity, neighborhood scale and uses that serve the surrounding neighborhoods. It should also focus on creating a pedestrian-friendly environment by adding sidewalks and encouraging bicycle use with infrastructure that makes biking safe and convenient. This complete transportation system should link adjacent residential areas to major destinations within the character area or serve as a safe and convenient throughway to other destinations in the community.

ISSUES & OPPORTUNITIES

- Neighborhood shopping and business cluster at major crossroads intersection that serves many Roswell, Milton and Alpharetta residents
- Traffic congestion along major roads and intersections



BROOKSIDE SMALL AREA PLAN

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SHORT TERM WORK PROGRAM

SHORT TERM WORK PROGRAM

The Five-Year Short-Term Work Program (STWP) identifies specific implementation actions the City (or other entities) intends to take during the first five-year timeframe of the planning period. This includes programs, ordinances, administrative systems, community improvements or investments, financing arrangements, or other programs/initiatives to be put in place to implement the Comprehensive Plan. For each line item, the STWP outlines the following information:

- Brief Description
- Timeframe for undertaking the activity during 2022 - 2026
- Responsible party for implementing the activity
- Cost estimate
- Funding source

ACTIVITY	YEAR	RESPONSIBLE PARTY	FUNDING SOURCE	COST ESTIMATE
ECONOMIC DEVELOPMENT				
Economic Development Toolbox Local incentives for new or growing businesses that demonstrate a serious economic impact through job creation and capital investment	2022 - 2026	Economic Development	City	$360,800
Develop and update Economic Development Strategic Plan	2022 - 2026	Economic Development	City	$150,000
Tech Alpharetta	2022 - 2026	Economic Development	City	$475,000
LAND USE				
North Point Development Framework Plan	2023	Community Development	City & Grants	$120,000
South Main Street LCI Supplemental Study	2022	Community Development	City & Grants	$200,000
Planning Updates Updates to the City's master plans, LCI's, and other planning documents	2022 - 2026	Community Development	City & Grants	$800,000

SHORT TERM WORK PROGRAM

ACTIVITY	YEAR	RESPONSIBLE PARTY	FUNDING SOURCE	COST ESTIMATE
TRANSPORTATION				
Crosswalk Improvements - Milton Avenue Parking Deck across Milton Avenue	2023 - 2024	Public Works	City	$350,000
Crosswalk Improvements - Kingry & Old Milton Parkway Pavement Markings and Lighting	2023	Public Works	City	$50,000
Cumming Street (Lily Garden) Extension	2024 - 2026	Public Works	City	$800,000
McGinnis Ferry Road Capacity Improvements	2022 - 2025	Public Works	TSPLOST, Bond, & City	$8,900,000
Sidewalk Improvements Providence Road & Waters Road	2023 - 2026	Public Works	Bonds & City	$1,590,000
North Point Parkway Streetscape Design	2022 - 2026	Community Development & Public Works	City & Grants	$2,000,000
North Point Parkway Streetscape Improvements Phase 1	2025 - 2026	Public Works	City & Grants	$6,250,000
Haynes Bridge Road Capacity Improvements	2022 - 2025	Public Works	TSPLOST & City	$8,264,103
Kimball Bridge Road Improvements	2022 - 2026	Public Works	Bond, TSPLOST, & City	$15,707,024

SHORT TERM WORK PROGRAM

ACTIVITY	YEAR	RESPONSIBLE PARTY	FUNDING SOURCE	COST ESTIMATE
TRANSPORTATION (CONTINUED)				
Old Milton Parkway Capacity Improvements	2022 - 2023	Public Works	TSPLOST & Grants	$25,000,000
Webb Bridge Road Improvements	2022 - 2026	Public Works	TSPLOST & City	$34,568,904
Windward Parkway West Improvements	2022 - 2023	Public Works	TSPLOST	$996,285
Windward Parkway East Improvements	2022 - 2023	Public Works	TSPLOST	$1,615,348
Academy Street Improvements	2022 - 2025	Public Works	TSPLOST, City, & Grants	$3,089,576
GA400 Bridge - Webb Bridge Road	2022 - 2025	Public Works	TSPLOST	$1,703,000
GA400 Bridge - Kimball Bridge Road	2022 - 2025	Public Works	TSPLOST	$1,317,000
GA400 Bridge - Tradewinds	2022 - 2025	Public Works	TSPLOST	$1,866,000
Bus Shelter Construction Program	2022 - 2026	Community Development	City & Grants	$500,000
Scramble Intersection Milton Avenue and Canton Street	2026	Public Works	City	$100,000
Raised Intersection Marietta Street and Roswell Street	2023 - 2024	Public Works	City	$350,000

SHORT TERM WORK PROGRAM

ACTIVITY	YEAR	RESPONSIBLE PARTY	FUNDING SOURCE	COST ESTIMATE
TRANSPORTATION (CONTINUED)				
Various Mid-Block Crossings	2023 - 2024	Public Works	City	$300,000
Roundabout Improvements Hopewell & Vaughn, Mayfield & Canton, and Mayfield & Providence	2022 - 2026	Public Works	TSPLOST & City	$5,367,034
NATURAL, HISTORIC AND CULTURAL RESOURCES				
Downtown Sculpture Program	2022 - 2026	Recreation & Parks	City	$212,500
Alpharetta Arts Center Parking Lot Expansion	2022 - 2024	Recreation & Parks	City	$950,000
Historic Preservation Initiative	2022 - 2026	Recreation & Parks	City	$325,000
Cultural Services Plan	2023	Recreation & Parks	City	$30,000
BROADBAND SERVICES				
UDC updates to promote availability of broadband services	2024	Community Development	City	$20,000
On-call consultant Wireless telecommunication facilities assistance	2022 - 2026	Community Development	Cost Recovery	$10,000

SHORT TERM WORK PROGRAM

ACTIVITY	YEAR	RESPONSIBLE PARTY	FUNDING SOURCE	COST ESTIMATE
COMMUNITY SERVICES & FACILITIES				
Gateway Park - North Point Design and build-out	2023 - 2025	Recreation & Parks	City & Grants	$3,000,000
Alpha Loop Design and build-out	2022 - 2026	Recreation & Parks	Bonds & City	$7,500,000
Farmhouse Park Design and build-out	2022 - 2026	Recreation & Parks	Bonds & City	$2,000,000
Milton Avenue Park Build-out	2022 - 2026	Recreation & Parks	City	$2,000,000
Mid-Broadwell Park Build-out	2022 - 2026	Recreation & Parks	Bonds & City	$500,000
Old Rucker Park Design and build-out	2022 - 2026	Recreation & Parks	Bonds & City	$3,000,000
Webb Bridge Park Soccer field turf	2022 - 2026	Recreation & Parks	Bonds & City	$1,000,000
Brookside Park Build-out	2022 - 2026	Recreation & Parks	City	$2,000,000
Union Hill Park Trailhead / Redevelopment	2022 - 2026	Recreation & Parks	Bonds & City	$3,250,000
Waters Road Park Design and build-out	2022 - 2026	Recreation & Parks	Bonds & City	$1,250,000

SHORT TERM WORK PROGRAM

ACTIVITY	YEAR	RESPONSIBLE PARTY	FUNDING SOURCE	COST ESTIMATE
COMMUNITY SERVICES & FACILITIES (CONTINUED)				
Wills Park Equestrian Center Renovation Build-out	2022 - 2026	Recreation & Parks	Bonds & City	$5,000,000
Wills Park Master Plan	2022 - 2026	Recreation & Parks	Bonds & City	$6,000,000
Downtown Stormwater Studies	2022 - 2026	Public Works	City	$500,000
Downtown Stormwater Enhancements Meadow Brook Hills	2022	Public Works	City	$250,000
Downtown Stormwater Enhancements Milton Estates (design)	2023	Public Works	City	$260,000
Milton Avenue Streetscape Improvements	2023 - 2026	Public Works	City & Grants	$3,950,000
Four (4) Pedestrian Bridges Windward Parkway over Big Creek Greenway; Greenway Access	2023 - 2026	Public Works	City	$2,500,000
HOUSING				
Biannual updates to the Rental Housing Study	2022, 2024, 2026	Community Development	City	$120,000
Develop a housing affordability toolbox	2022	Community Development	City	$80,000

REPORT OF ACCOMPLISHMENTS

REPORT OF ACCOMPLISHMENTS

The Report of Accomplishments, shown in the table below, provides the status of each activity from the 2035 Comprehensive Plan Short Term Work Program, which covered the Years 2017 - 2021. The Report identifies whether each activity was completed, underway, postponed, or dropped. Explanations are provided for postponed or dropped activities.

PROJECT	COMPLETE OR ONGOING	UNDERWAY	POSTPONED	DROPPED	PROJECT NOTES
COMMUNITY FACILITIES					
Parking Garage (west side of Main Street) Planning, construction drawings, and construction	X				
Construct of Surface Parking Lot (west side of Main Street)	X				
Downtown Enhancements	X				
Public Safety Headquarters Expansion	X				
Eastside Community Center / YMCA Partnership	X				Renamed Preston Ridge Community Center, to open June 2020
Synthetic Turf Fields (replacement)	X				Webb Bridge Park soccer field, North Park football field
ECONOMIC DEVELOPMENT					
Economic Development Toolbox Local incentives for new or growing businesses that demonstrate a serious economic impact through job creation and capital investment	X				

REPORT OF ACCOMPLISMENTS

PROJECT	COMPLETE OR ONGOING	UNDERWAY	POSTPONED	DROPPED	PROJECT NOTES
TRANSPORTATION: INTERSECTION IMPROVEMENTS					
Pedestrian Intersection Improvements Design	X				
Rucker Road Corridor Improvements	X				
Kimball Bridge Road Congestion Migration North Point Parkway to Waters Road	X				
Windward Parkway Corridor Improvements S.R. 9 to Westside Parkway				X	Project budget considerations with City of Milton
Lily Garden Terrace Extension (Trailer Street) Construction			X		On hold due to funding considerations
TRANSPORTATION: SIDEWALKS					
Unallocated Improvements	X				
LAND USE					
Planning Updates Updates to the City's master plans, LCI's, and other planning documents	X				

REPORT OF ACCOMPLISMENTS

PROJECT	COMPLETE OR ONGOING	UNDERWAY	POSTPONED	DROPPED	PROJECT NOTES
NATURAL, HISTORIC AND CULTURAL RESOURCES					
Alpharetta History Room	X				Alpharetta History Museum
Parkland Acquisition	X				City purchased five (5) properties, including joint purchase with City of Milton
Stormwater Studies	X				
Stormwater Enhancement Projects			X		On hold due to funding considerations
Alpharetta Arts Center Development	X				
Wills Park Pool Renovation	X				
Greenway Extension to Forsyth County	X				
Senior Citizen History Project	X				Stories Project, annual updates, including Farm House Documentary
Downtown Sculpture Program	X				Instruments of Inspirations

REPORT OF ACCOMPLISMENTS

PROJECT	COMPLETE OR ONGOING	UNDERWAY	POSTPONED	DROPPED	PROJECT NOTES
NATURAL, HISTORIC AND CULTURAL RESOURCES (CONTINUED)					
Downtown Beautification / Façade Improvement Program	X				
Northwinds Parkway Street Lights	X				

APPENDIX

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF ALPHARETTA, GEORGIA FOR THE TRANSMITTAL OF THE HORIZON 2040 COMPREHENSIVE PLAN TO THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS AND THE ATLANTA REGIONAL COMMISSION FOR OFFICIAL REVIEW

WHEREAS, the City of Alpharetta has completed an update of its comprehensive plan; and

WHEREAS, in drafting the Horizon 2040 Comprehensive Plan, the City of Alpharetta followed the prescribed procedures for public hearing, plan transmittal, and other requirements identified in the Rules of the Georgia Department of Community Affairs (DCA), Chapter 110-12-1, Minimum Standards and Procedures for Local Comprehensive Planning; and

WHEREAS, the required transmittal public hearings were properly advertised and held on September 2, 2021 and September 20, 2021; and

WHEREAS, the Planning Commission, at a public hearing, voted unanimously recommending approval to transmit the Horizon 2040 Comprehensive Plan to the Georgia DCA and Atlanta Regional Commission (ARC); and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Alpharetta hereby transmits the Horizon 2040 Comprehensive Plan to the Georgia DCA and the ARC for official review.

SO RESOLVED this _____ day of _____, 2021.

CITY OF ALPHARETTA

By: _____

Jim Gilvin, Mayor

COUNCIL MEMBERS

_____

Mayor Pro Tem Mitchell

_____
Council Member Burnett

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PRECEDING PAGE]

_____
Council Member Richard

_____
Council Member Hipes

_____
Council Member Binder

_____
Council Member Merkel

(SEAL)

Attest:

_____

Erin Cobb, City Clerk

Approved as to form and legal sufficiency:

_____

City Attorney

City Council Meeting
STAFF REPORT

Submitting Department: Community Development
Submitted By:
Sponsored By:
Meeting Date: September 20, 2021

I. AGENDA ITEM TITLE: MP-21-01/V-21-04 THE BAILEY/NORTHWINDS

CONSIDERATION OF A MASTER PLAN AMENDMENT AND VARIANCE TO ALLOW A 156,400 SQUARE FOOT WELLNESS CENTER, 53,000 SQUARE FOOT OF OFFICE USE, A 100-ROOM BOUTIQUE HOTEL, AND 24,700 SQUARE FEET OF RETAIL/RESTAURANT USE ON 4.72 ACRES. A MASTER PLAN AMENDMENT TO THE NORTHWINDS MASTER PLAN IS REQUESTED TO AMEND DEVELOPMENT STANDARDS, SUCH AS BUILDING SETBACKS, BUILDING HEIGHTS AND BUILDING COVERAGE. A VARIANCE IS REQUESTED TO INCREASE THE MAXIMUM IMPERVIOUS AREA IN THE O-I DISTRICT. THE PROPERTY IS LOCATED AT 2650 NORTHWINDS PARKWAY AND IS LEGALLY DESCRIBED AS BEING LOCATED IN LAND LOTS 799, 805 AND 806, 1ST DISTRICT, 2ND SECTION, FULTON COUNTY, GEORGIA.

II. RECOMMENDATION:

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:

The Bailey CC Staff Report 092021, Aerial Map, Zoning Map, Future Land Use, Location Map, Bailey Revised Site Plans 6.29.21, CZIM 8.11.21 The Bailey, The Bailey Citizen Part B Combined 8.25.21, The Bailey Citizen Input Combined, Bailey Revised LOI + Application, The Bailey Complete App

CITY COUNCIL MEETING
STAFF REPORT

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

I. AGENDA ITEM TITLE: MP-21-01/V-21-04 THE BAILEY/NORTHWINDS

CITY COUNCIL: SEPTEMBER 20, 2021

This item was considered at the 9/2/2021 Planning Commission meeting. Staff recommended approval subject to 21 conditions. There were no public comments. After discussion, Planning Commission recommended approval subject to staff's recommended conditions and accepting all changes requested by the applicant (Planning Commission changes shown in RED). Vote 4-2

The applicant amended the public hearing application after the 4/1/2021 Planning Commission meeting. The previous request was a comprehensive land use plan amendment, rezoning, master plan amendment, conditional use, and variances to allow a mixed-use development. The applicant has withdrawn the request to allow residential use and is now requesting a master plan amendment and variance to allow a non-residential development.

II. RECOMMENDATION:

Approve MP-21-01/V-21-04 The Bailey/Northwinds, subject to the following conditions:

1. The 4.72-acre site shall be developed substantially similar to the plan prepared by Goode Van Slyke Architecture, dated 6/28/2021, except for modifications required to comply with the conditions below and subject to meeting all City code requirements and conditions of zoning.
2. Buildings shall be substantially as shown on the renderings prepared by Goode Van Slyke Architecture, dated 4/28/21, except for modifications required to comply with the conditions below, with final approval by DRB.
3. ~~Non-residential~~ Office Use density shall not exceed 40,000 square feet/acre, not including the hotel. Development regulations shall be shown below (Use square footage shall be deducted from the remaining Northwinds Master Plan entitlement):
    a. Wellness Center – Maximum 156,400 square feet and limited to athletic facility, professional office, medical office, restaurant, pharmacy, medical spa, and pool lounge.
    b. Office – Maximum 53,000 square feet and limited to professional office.
    c. Retail/Restaurant – Maximum 25% of office use ~~not~~ including uses located in the Wellness Center, or ~~13,250~~ 46,650 square feet, and limited to the office over retail buildings along Kimball Bridge Road and Northwinds Parkway. There shall be no free-standing retail uses and retail service uses shall be incidental to the office and wellness center. Restaurants shall not have drive-through facilities.
    d. Hotel – One luxury boutique or full-service hotel shall be permitted with a maximum of ~~60~~ 100 rooms. Use shall be deducted at an exchange rate of 800 SF of office per hotel room. Hotel may not be an extended stay facility.
    e. Structured Parking – Shall be below-grade as depicted on the site plan prepared by Goode Van Slyke Architecture, dated 6/28/2021. Any portion of the parking deck visible from Northwinds Parkway or Kimball Bridge Road shall be treated with similar materials and finishes as the buildings they serve and shall be screened with landscaping. Suitability of parking deck elevation, visibility and landscape screening shall be approved by the DRB.
4. Maximum building height shall not exceed ~~8 stories~~ 135'-0" from Average Grade of the Project.
5. Site plan shall be revised to reduce excess impervious areas, such as the wide sidewalk connections, area behind wellness center and area south of hotel. Maximum impervious area

may be increased to no more than ~~78%~~ 79.5%. However, impervious area above 70% shall be improved with a pervious paving system and/or a green roof/terrace.

6. Surface parking shall be heavily screened from the public right-of-way, as approved by DRB.
7. Retaining walls shall receive architectural façade treatment or be heavily landscaped, as approved by DRB. Walls visible from developed areas exceeding 16' in height shall be terraced.
8. Backside of buildings or 'back of house' functions, such as loading or dumpster areas, shall not be visible from the public right-of-way. This includes the southern-most driveway on Northwinds Parkway. Parapet walls shall be used to screen roof-top mechanical equipment and views.
9. Corner of Northwinds Parkway and Kimball Bridge Road shall be designed with a minimum 2,000 square foot open space to incorporate decorative hardscape and landscape with a water feature, sculpture or similar focal point feature, as approved by the Cultural Arts Commission. Corner feature shall be completed with the first CO.
10. Open space areas shall be developed with decorative landscape, hardscape, low walls and seating/gathering areas, as approved by DRB.
11. Existing row of street trees (Oaks) along Northwinds Parkway shall be saved and shrubs shall be planted in between the existing trees or within the planter, as approved by DRB.
12. Pedestrian lights shall be required along Kimball Bridge Road. Existing pedestrian lights along Northwinds Parkway shall be replaced, where necessary, and supplemented with additional lights, as approved by Staff.
13. Developer shall construct a minimum 6' sidewalk and 6' planter (between curb and sidewalk) along Kimball Bridge Road, as approved by Staff. Planter shall be planted with street trees.
14. Developer shall dedicate necessary right-of-way to accommodate the required streetscape and future traffic signal equipment.
15. Site driveways and the Kimball Bridge Road/Northwinds Parkway intersection shall be improved as recommended by the traffic study, with final approval by Staff.
16. Developer shall design and construct road improvements needed to mitigate impacts from the development, as approved by Staff. At a minimum, road improvements shall include:
    a. Southbound left turn lane on Kimball Bridge Road shall be extended to provide 50' of queuing length for left turns into the Kimball Bridge Road driveway.
    b. Northbound left turn lane shall be provided on Northwinds Parkway at the main driveway.
17. Development shall comply with the City's parking regulations. A shared parking demand study shall be required at LDP to justify parking reductions, with final approval by Staff.
18. Specimen trees, tree groupings and trees of quality shall be given special consideration and every attempt to incorporate them into the site plan shall be made, as approved by Staff.
19. Developer shall dedicate a permanent easement to the City and construct a 12' concrete, accessible path (Alpha Loop) as depicted on the plan prepared by Goode Van Slyke Architecture, dated 6/28/2021, with final alignment/design/materials approved by Staff and construction completed prior to first CO. An enhanced crossing shall be provided across Kimball Bridge Road and shall include design and materials approved by Staff. Path shall include seating/gathering areas, lighting (pedestrian and bollard), landscape, hardscape, bike share station, wayfinding signage and public parking, as approved by Staff. Path entrance gateways/arches shall be provided on Northwinds Parkway and Kimball Bridge Road.
20. Fire lanes shall be a minimum 26' wide and main entrance (motor court) shall accommodate the required fire truck turnaround, as approved by Staff.
21. Detention facilities shall not be visible from the public right-of-way, except a decorative water feature approved by Staff.

III. REPORT IN BRIEF:

The applicant, Brandon Wheeless, is requesting a master plan amendment and variance to allow for The Bailey (A.K.A. Lux Atlanta) development on 4.72 acres in the Northwinds Master Plan. The development is proposed to include a 156,400 square foot wellness center, 24,700 square feet of retail/restaurant, 53,000 square feet of office, and a 100-room boutique hotel served by below-grade structured parking. A master plan amendment is requested to the Northwinds Master Plan Pod A to amend development regulations on the property, such as building setbacks, building height, and

building coverage. A variance is requested to increase the maximum impervious area in the O-I (Office-Institutional) zoning district from 70% to 80%. The subject property is located at the northwest corner of Northwinds Parkway and Kimball Bridge Road.

DISCUSSION

The submitted request, if approved, will allow for the construction of The Bailey development, which consists of a 156,400 square foot wellness center, 24,700 square foot of retail/restaurant, 53,000 square feet of office, and a 100-room boutique hotel served by below-grade structured parking on 4.72 acres. A master plan amendment is requested to the Northwinds Master Plan Pod A to amend development regulations on the property, such as building setbacks, building height, and building coverage. A variance is requested to increase the maximum impervious area in the O-I (Office-Institutional) zoning district from 70% to 80%. The subject property is located at the northwest corner of Northwinds Parkway and Kimball Bridge Road.

The undeveloped property is zoned O-I (Office-Institutional), subject to the Northwinds Master Plan Pod A. The property received approval of a master plan amendment and rezoning in 2018 to allow an athletic facility, office, restaurant, and boutique/full-service hotel. The property is bound by Northwinds Parkway to the east and Kimball Bridge Road to the north. Surrounding properties are Jackson Healthcare to the east, Braeden subdivision to the north, Clear Springs Baptist Church and a cemetery to the west and the Northwinds VII office building to the south. The property has a Comprehensive Land Use Plan designation of 'Corporate Office'.

The Northwinds Master Plan was approved in 1986 and has been amended on a few occasions over the years. The Master Plan was approved for approximately 4.3 million square feet of office and retail/restaurant uses in Pods A & C. Retail/restaurant use in Pod A is required to be located within an office building and is limited to no more than 25% of the floor area of the building. A master plan amendment was approved in June 2017 for the Northwinds Summit mixed-use development, which is located at the northeast corner of Haynes Bridge Road and Georgia 400. That amendment utilized existing entitlements in the Northwinds Master Plan, including the approved residential uses that require an exchange for existing office density.

In 2018, the subject property was approved for an exclusive athletic facility based on private membership and geared toward professional and developing athletes, including athletic training and development, as well as injury recovery/rehabilitation. The current application describes The Bailey as a "Tech-centric wellness center for progressive science-based rehabilitation and analytics. There will be a basketball court, pool, weight training and calisthenics, outdoor running track. It will also provide outpatient services such as physical therapy and offices with similar services. The exquisite boutique hotel and the condominium providing upscale accommodations. At the base of the condominium building will have ground level retail and a Michelin star restaurant. The hotel will also have a public restaurant."

The table below provides a comparison between the 2018 approval and the current proposal.

2018 Approval vs. Current Proposal		
Use	**Current Proposal**	**2018 Approval**
Wellness Center	156,400 SF	40,000 SF
Retail/Restaurant	24,700 SF (incl. 7,500 SF restaurant use)	12,800 SF Restaurant
Office	53,000 SF	10,000 SF
Hotel	100 rooms (boutique) 123,400 SF	60 rooms (St. Regis or similar) 60,000 SF

Building Heights	13 stories, 9 stories, 3 stories, 4 stories	4 stories, 4 stories, 4 stories, 2 stories
Non-residential	357,500 SF	122,800 SF

As shown in the table below, Northwinds Pods A & C have a remaining entitlement of 646,001 square feet of office and retail/restaurant use and 284 hotel rooms. If approved, the applicant's proposed uses should be deducted from remaining entitlements in the Northwinds Master Plan.

Northwinds Master Plan – Remaining Entitlement			
Use	**Remaining Approval**	**Applicant's Proposal**	**Remaining w/ Applicant's Proposal**
Office/Retail	646,001 SF	234,100 SF	411,901 SF
Hotel	284 rooms	100 rooms	184 rooms

The table below provides a comparison of the applicant's zoning proposal to non-residential developments in the general vicinity of the subject property along Northwinds Parkway and Kimball Bridge Road. Since the surrounding non-residential developments do not include a hotel, the applicant's hotel was not considered in the comparison. The average non-residential density of developments in the vicinity of the applicant's property is 23,562 square feet/acre. At the time that the Northwinds Master Plan was approved, it allowed non-residential densities between 12,000 to 40,000 square feet per acre. Higher densities were permitted closest to Georgia 400, which is similar to the applicant's property. Therefore, it is recommended that the applicant's density not exceed 40,000 square feet per acre. Furthermore, retail service uses should be limited to no more than 25% of the floor area of office use, or 13,250 square feet, for services incidental to the associated office and wellness use.

Applicant's Proposal vs. Nearby Non-Residential Developments						
Development	**Office (SF)**	**Wellness (SF)**	**Retail (SF)**	**Total (SF)**	**Acres (ac)**	**SF/ac**
Applicant's Proposal	53,000 SF	156,400 SF	24,700 SF	234,100 SF	4.72 ac	49,597 SF
Jackson Healthcare	841,538 SF			841,538 SF	31.3 ac	26,886 SF
Northwinds VII	149,640 SF			149,640 SF	14.19 ac	10,545 SF
Kimball Place	130,595 SF			130,595 SF	4.47 ac	29,216 SF
Kimball 154 (Proposed)	160,000 SF			160,000 SF	4.44 ac	36,036 SF

A variance is requested from Unified Development Code (UDC) Section 2.2, Table 2.1 List of Development Standards, to increase the maximum impervious area in the O-I district from 70% to 80%. The applicant states that the size and topographic challenges on the subject property contribute to the need for the requested variance. According to the applicant, there will be approximately 13,000 square feet of planted landscape areas on rooftop terraces. Due to the presence of rock close to the surface, the applicant does not believe a pervious paving system would achieve the desired stormwater infiltration.

SITE PLAN ANALYSIS

The site plan depicts three (3) and four (4) story buildings, office over retail, along Kimball Bridge Road and Northwinds Parkway, respectively. A thirteen (13) story, 100-room boutique hotel is located in the southeast corner of the property and includes 17,700 square feet of restaurant and special event space. A nine (9) story, 156,400 square foot wellness center building is located in the western corner of the property and consists of a 58,600 square foot athletic facility, 75,000 square feet of medical and professional office and 22,800 square feet of retail/restaurant use. Site access is depicted at three (3) locations, including two (2) driveways on Northwinds Parkway and one (1) driveway on Kimball Bridge Road. Building setbacks are proposed to be 30' on

Northwinds Parkway and 35' on Kimball Bridge Road. The maximum building height permitted in Pod A of the Northwinds Master Plan is twenty (20) stories; however, the tallest building in the area is 8 stories (see table below). If approved, it is recommended that the maximum building height not exceed eight (8) stories to ensure compatibility with surrounding developments.

Northwinds Master Plan Building Heights	
Building	**Building Height**
Jackson Healthcare	5 Stories
Jackson Healthcare Phase 2	8 stories
Jackson Healthcare Amenity Building	2 stories
Jackson Healthcare Childcare Building (Devry)	3 stories
Northwinds VII	5 stories
Northwinds II	5/6 stories

As shown in the table below, the zoning proposal would require a total of 981 parking spaces, which includes a 25% shared parking reduction. The site plan calls out 940 parking spaces provided within the development, which represents a deficit of 41 parking spaces. 883 parking spaces are proposed in below-grade parking decks under the hotel, wellness center and retail/office buildings with 1,2 and 3 levels of parking. Structured parking can be accessed from the two (2) driveways off Northwinds Parkway and the driveway off Kimball Bridge Road. 57 surface parking spaces are provided within the development, including 51 spaces in a parking lot off Kimball Bridge Road and six (6) spaces in the motor court.

Required vs. Provided Parking			
Use	**SF/rooms**	**Parking Rate**	**Parking Required**
Boutique Hotel	100 rooms	1/room + 1 employee space/20 rooms + 1/500 SF (meeting space, retail, restaurant)	100 + 5 + 35 = 140
Wellness Center	58,600 SF	1/500 SF court, field, spectator area + 1/200 SF other patron use areas (athletic facility)	28 + 222 = 250
	55,000 SF	1/200 SF (medical office)	275
	20,000 SF	1/250 SF (professional office)	80
	15,200 SF	1/100 SF (restaurant)	152
	7,600 SF	1/200 SF (retail)	38
Total	156,400 SF		795
Office	53,000 SF	1/250 SF	212
Retail	17,200 SF	1/200 SF	86
Restaurant	7,500 SF	1/100 SF	75
Parking Required			**1,308**
25% Shared Parking Reduction			**327**
Parking Required			**981**
Parking Provided			**940**

The O-I zoning district requires that all developments under 100 acres set aside a minimum 10% of the gross land area as open space. The site plan includes an open space plan, which calls out 0.586 acres of open space, or 12.4% of the property. However, the applicant's open space plan does not account for the Alpha Loop, rooftop terraces, balconies, or the rooftop track/turf.

Therefore, the applicant's total open space is likely to be much larger than indicated on the open space plan. The applicant provided an open space exhibit depicting several civic and amenity spaces, including the Alpha Loop along Northwinds Parkway, a plaza and pocket park at the corner of Northwinds Parkway and Kimball Bridge Road, a pool deck, rooftop terraces, and balconies.

The Alpha Loop is depicted parallel to Northwinds Parkway and located behind the existing street trees to be saved. The 2018 plan depicted the Alpha Loop running through the proposed development and terminating at the corner of Northwinds Parkway and Kimball Bridge Road. If approved, staff recommends that the developer dedicate a permanent easement for public access and construct the Alpha Loop, including a 12' concrete accessible path, crosswalk at Northwinds Parkway and Kimball Bridge Road, seating/gathering areas, lighting, landscape, hardscape, bicycle facilities, crosswalks and wayfinding signage.

The property is heavily wooded, consisting of a mix of Pines and hardwoods. There is a row of existing street trees along Northwinds Parkway that should be saved. The site plan depicts an underground stormwater vault between the hotel and wellness center.

TRAFFIC

The applicant submitted a trip generation report for the proposed development. As shown in the table below, the proposed uses would generate a total of 530 AM Peak Hour trips and 763 PM Peak Hour trips. The applicant's trip generation report estimates that approximately 80% of the Peak Hour trips will be on Northwinds Parkway. The Lux Atlanta development approved on the property in 2018 was estimated to generate 322 AM Peak Hour trips and 325 PM Peak Hour trips. The applicant's current proposal represents a substantial increase in traffic generated, including an increase of 208 AM Peak Hour trips and 438 PM Peak Hour trips.

Table 4: Site Generated Volumes

				AM			PM		
Code	USE	gsf	units	TRIPS	IN	OUT	TRIPS	IN	OUT
310	Hotel Comm.	130,500	100	45	26	19	49	25	24
710	Office	72,500		95	81	14	84	13	71
720	Med. Office Pharmacy Med Spa	60,900		144	112	32	208	58	150
492	Athletic Facility	58,600		77	39	38	175	100	75
820	Restaurant/Retail	34,500		169	105	64	247	118	129
			TOTAL	530	363	167	763	314	449

The applicant's traffic study recommends improvements at the site driveways and intersection of Northwinds Parkway and Kimball Bridge Road. In addition, turn lane improvements are recommended, including extending the southbound left turn lane on Kimball Bridge Road to provide 50' of queuing length for left turns into the Kimball Bridge Road driveway and providing a northbound left turn lane on Northwinds Parkway at the main project driveway.

STANDARDS FOR MASTER PLAN AMENDMENTS

A master plan amendment is requested to the Northwinds Master Plan to amend development regulations. Staff has reviewed the applicant's request and compared it to the standards for

consideration when evaluating a request for Master Plan Amendments, which are set forth in UDC §4.2.3(A)(2) and restated below along with staff's responses to each standard.

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

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

Response: The zoning proposal represents an increase to the overall development intensity and building heights previously approved on the subject property in 2018. The proposed uses are suitable given the use and development of adjacent properties, which are generally developed with office-institutional uses. There are some concerns with the proposed increase in development intensity and building heights due to the development being situated on a site of less than five (5) acres, located on the two (2) lane Kimball Bridge Road, and located across the street from the Braeden subdivision. If approved, it is recommended that the non-residential density not exceed 40,000 square feet per acre, which does not include the hotel. Additionally, building heights should be limited to no more than eight (8) stories and retail use should be limited to no more than 25% of the office floor area.

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

Response: There are some concerns with the proposed increase to the development intensity and building heights due to the development being situated on a site of less than five (5) acres, located on the two (2) lane Kimball Bridge Road, and located across the street from the Braeden subdivision. If approved, it is recommended that the non-residential density not exceed 40,000 square feet per acre, which does not include the hotel. Additionally, building heights should be limited to no more than eight (8) stories and retail use should be limited to no more than 25% of the office floor area.

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

Response: The proposed development should not adversely affect the natural environment. Tree saves are proposed along Northwinds Parkway.

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

Response: The subject property was approved in 2018 for a similar mix of uses. The current zoning proposal represents a significant increase in the overall development intensity and building heights from the 2018 master plan amendment approval.

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

Response: The zoning proposal would increase impacts on public facilities and services, including a substantial increase in traffic generated. The current proposal represents an increase of 208 AM Peak Hour trips and 438 PM Peak Hour trips.

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

Response: Staff is unaware of new or changing conditions not anticipated in the 2018 approval on the subject property.

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

Response: The subject property was approved in 2018 for a similar mix of uses. However, the current proposal represents a significant increase to the overall development intensity and building heights from the 2018 master plan amendment approval. If approved, it is recommended that the non-residential density not exceed 40,000 square feet per acre, which does not include the hotel. Additionally, building heights should be limited to no more than eight (8) stories and retail use should be limited to no more than 25% of the office floor area.

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

Response: The subject property was approved in 2018 for a similar mix of uses. However, the current proposal represents a significant increase to the overall development intensity and building heights from the 2018 master plan amendment approval. If approved, it is recommended that the non-residential density not exceed 40,000 square feet per acre, which does not include the hotel. Additionally, building heights should be limited to no more than eight (8) stories and retail use should be limited to no more than 25% of the office floor area.

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

Response: The applicant's zoning proposal is consistent with the Comprehensive Land Use Plan designation of the property, which is 'Corporate Office'.

VARIANCE REVIEW CRITERIA

A variance is requested to increase the maximum impervious area. The City of Alpharetta Unified Development Code Article IV, Section 4.5.3(b) outlines the criteria set forth for granting a variance. The ordinance specifically states that "a variance may be granted upon a finding that" the standards set forth below have been met. Also below is staff's analysis of whether the applicant's request satisfies each standard.

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

Response: The property has an unusual shape and topography. The request to increase the maximum impervious area of the site can be supported, if conditions are approved requiring impervious area above 70% be constructed with a pervious paving system or green roof.

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

Response: The request to increase the maximum impervious area of the site can be supported, if conditions are approved requiring impervious area above 70% be constructed with a pervious paving system or green roof.

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

Response: The property has an unusual shape and topography. The request to increase the maximum impervious area of the site can be supported, if conditions are approved requiring impervious area above 70% be constructed with a pervious paving system or green roof.

(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 request should not cause a substantial detriment to the public good. The request to increase the maximum impervious area of the site can be supported, if conditions are approved requiring impervious area above 70% be constructed with a pervious paving system or green roof.

CONCURRENCES

Staff has reviewed the applicant's proposal and believes that the request for master plan amendment and variance does not conflict with the established review criteria, if conditions are approved limiting the overall intensity of the development. The current proposal represents a significant increase to the overall development intensity, including overall non-residential square footage, building heights and trips generated. Based on the character of the area and the original intent of the Northwinds Master Plan, it is recommended that the non-residential density does not exceed 40,000 square feet per acre. Additionally, building heights should be limited to no more than eight (8) stories and retail service use should be limited to no more than 25% of the floor area of office use, or 13,250 square feet, for services incidental to the associated office and wellness use.

The variance request can be supported, if the impervious area above 70% is constructed with a pervious paving system or green roof. If approved, it is recommended that the development meet the minimum parking requirements.

CITIZEN PARTICIPATION PLAN

The report submitted by the applicant states that letters were mailed to each property owner within 500' of the subject property stating the applicant's intent. In addition, the applicant held a meeting with a representative from Braeden who voiced concerns over the need to minimize excessive lighting impacts to the Braeden subdivision. The report states that no other feedback has been received from the public.

COMMUNITY ZONING INFORMATION MEETING

CZIM was held on August 11, 2021. There were no public comments.

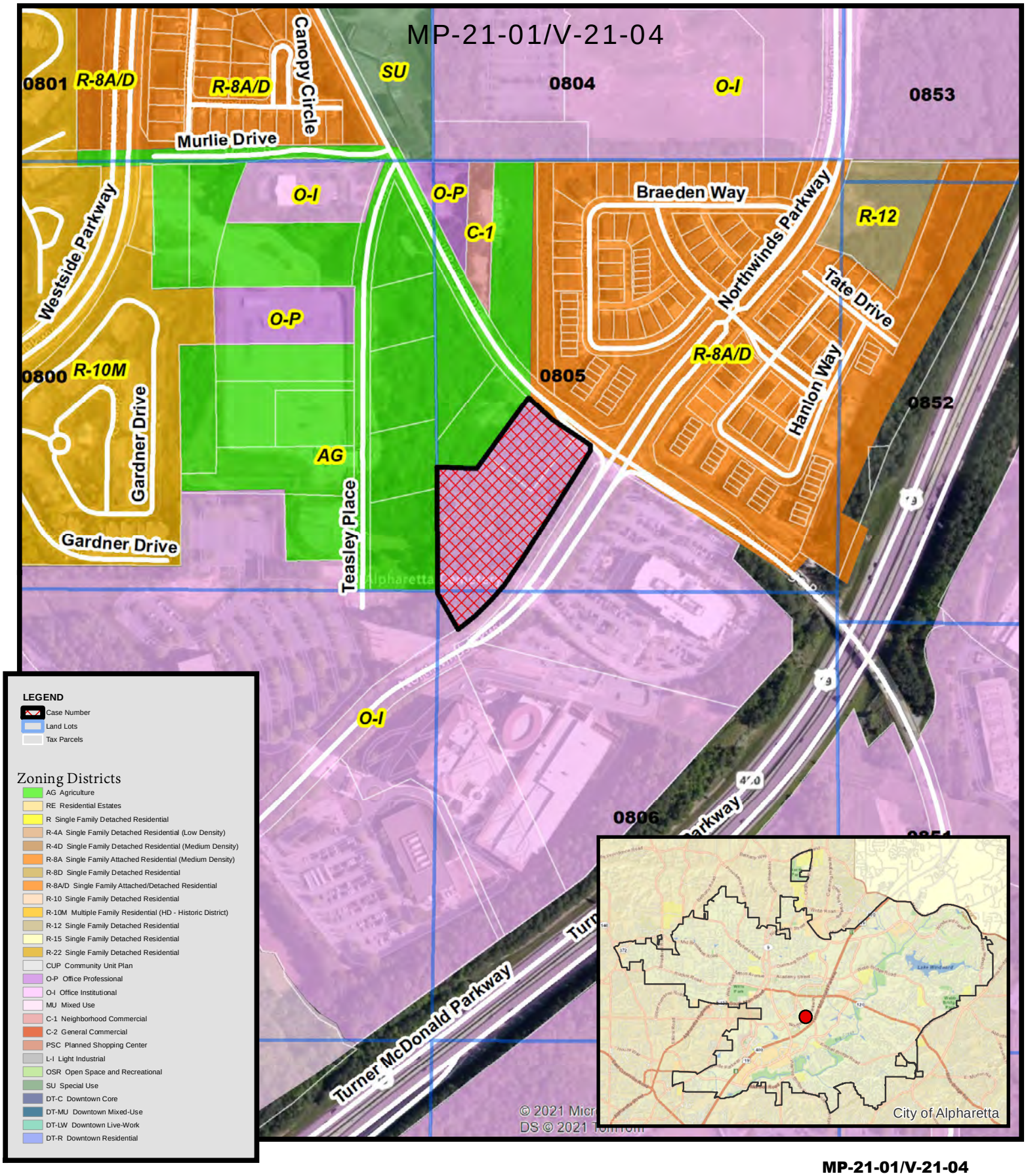
IV. ATTACHMENTS:

- Site Plan

MP-21-01/V-21-04
D/LL: 1/2/805,806
PC: **4**/**1**/21
CC: **7**/**19**/21

Aerial Map
The Bailey Northwinds
2650 Northwinds Parkway

Location Map Provided by:
Community Development - GIS



MP-21-01/V-21-04

D/LL: 1/2/805,806

PC: **4**/**1**/21

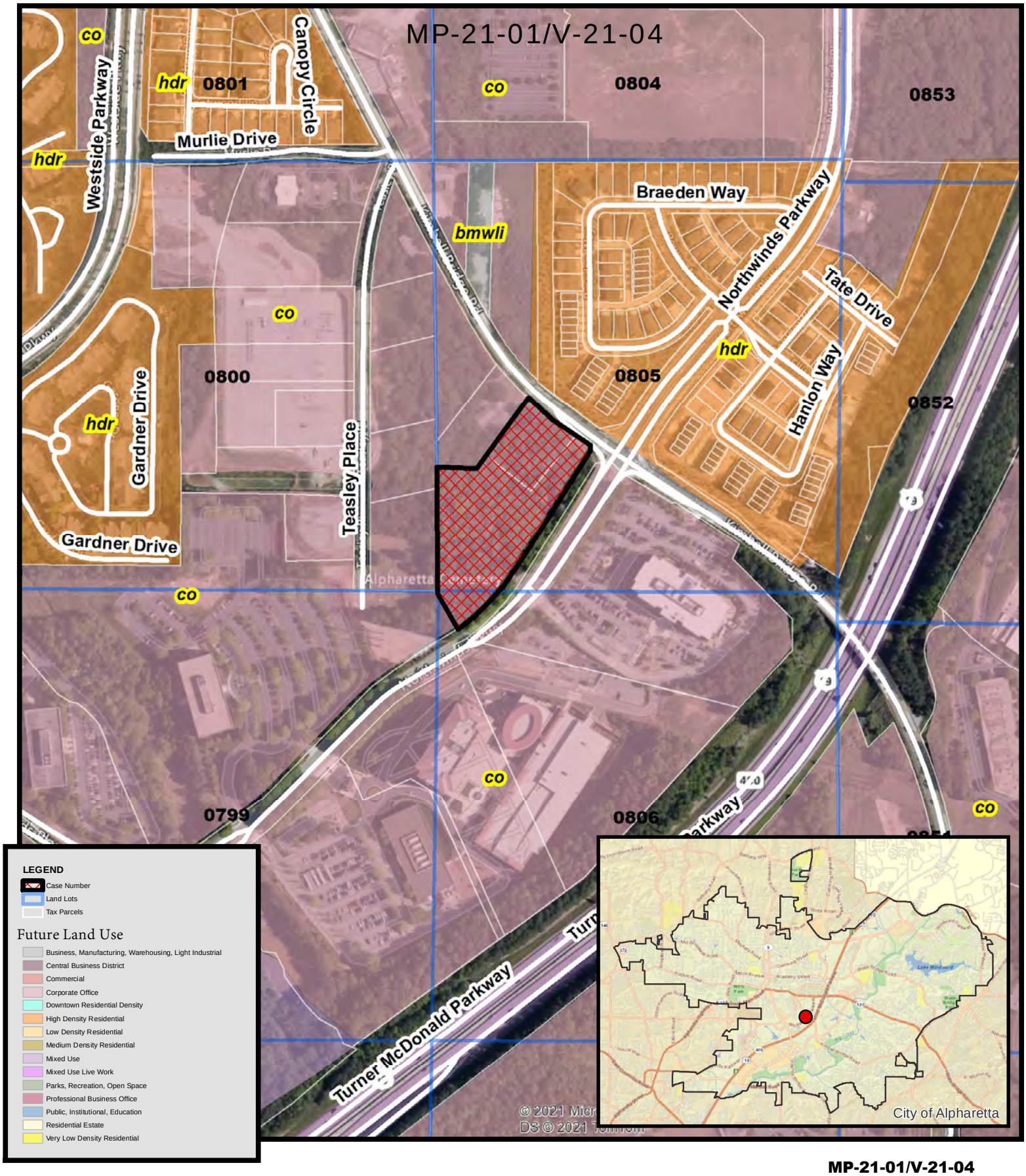
CC: **7**/**19**/21

Zoning Map

The Bailey Northwinds

2650 Northwinds Parkway

Location Map Provided by:
Community Development - GIS



MP-21-01/V-21-04

D/LL: 1/2/805,806

PC: **4**/**1**/21

CC: **7**/**19**/21

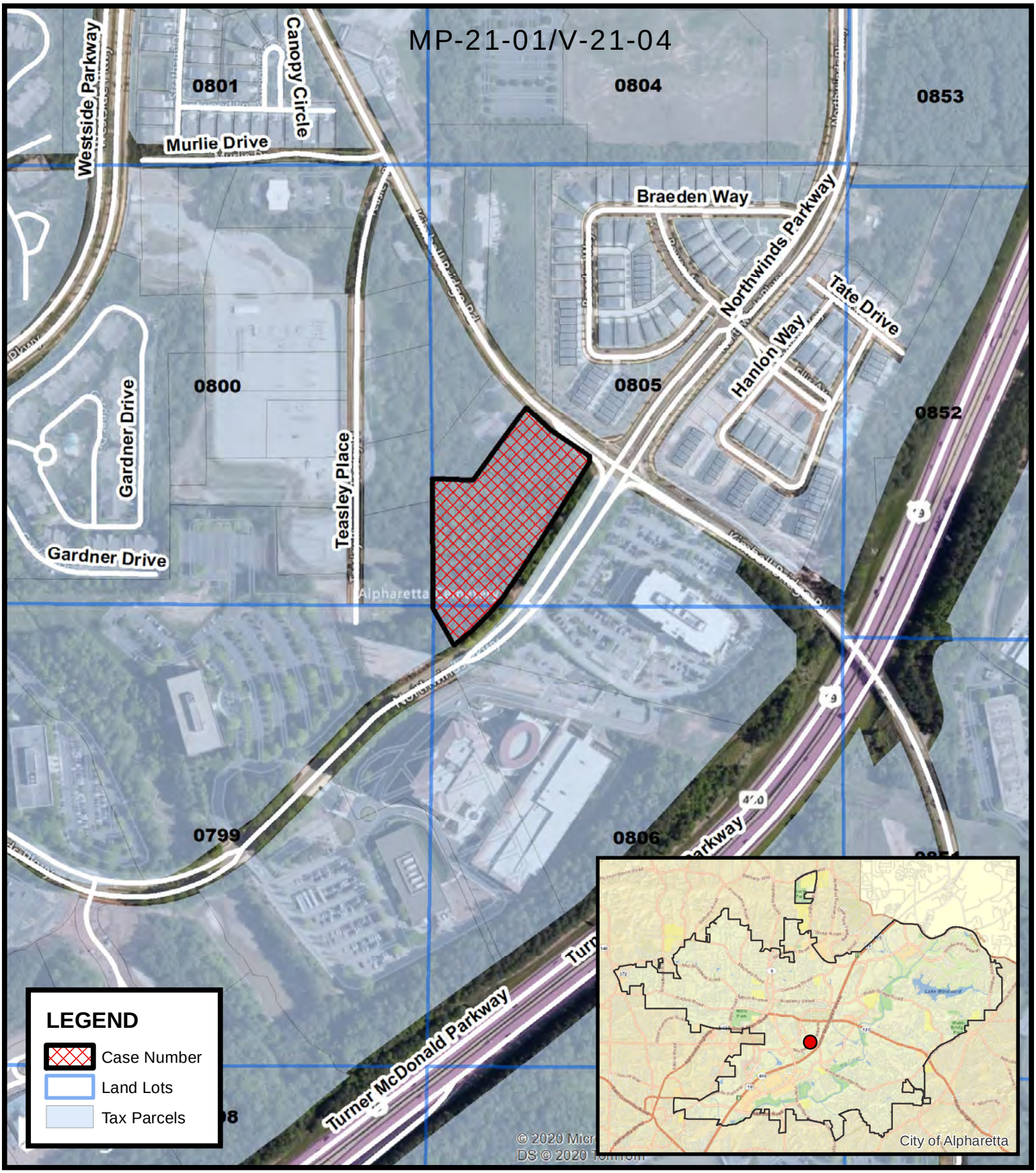
Future Land Use

The Bailey Northwinds

2650 Northwinds Parkway

Location Map Provided by:

Community Development - GIS



MP-21-01/V-21-04

D/LL: 1/2/805,806

PC: **4**/**1**/21

CC: **7**/**19**/21

Location Map

The Bailey Northwinds

2650 Northwinds Parkway

Location Map Provided by:

Community Development - GIS

SITE PLAN NOTES

ADDRESS	2650 NORTHWINDS PKWY
LL/DIST	805&806/1 SECT 2
PARCEL ID	12 285008050611
	12 285108050610
ZONING	OI
NLA	205,756 SF
GLA	260,784 SF
KIMBALL BR	+7,851 SF
NORTHWINDS	+47,177 SF
LOT AREA	
REQUIRED	N/A
ACTUAL	4.72 AC
SETBACKS[2, 6]	
REAR	15 FT
SIDE	15 FT
FRONT - NORTHWINDS PKWY	30 FT
FRONT - KIMBALL BR	35 FT
LOT COVERAGE	
REFER TO PLAN SHEET ASP 1.1 FOR BREAKDOWNS	
IMPERVIOUS AREA MAX.	≤70%[3]
TOTAL PROVIDED	162,904 SF (79.2%)
OPEN SPACE REQ'D	10% MIN.
TOTAL PROVIDED	25,538 SF (12.4%)
BUILDING HEIGHT[4]	VARIES, SEE SITE PLAN
PARKING	
REQUIRED	939 SP[17]
PROPOSED	940 SP
EV	38 REQ
LOADING	05
BIKE	
REQUIRED	50
PROPOSED	50

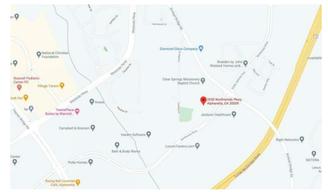
REFER TO SHEET ASP 1.1 FOR ITEMIZED PARKING REQUIREMENTS

SITE NOTES

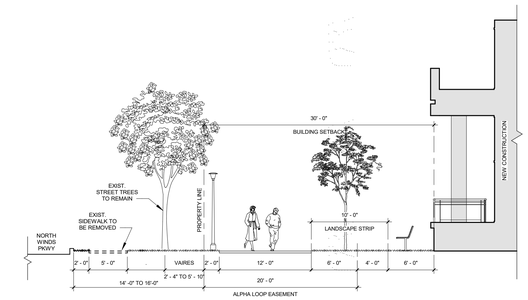
1. NOT USED.
2. SHALL BE DETERMINED DURING MASTER PLAN APPROVAL.
3. PROPOSED LOT COVERAGE INCLUDES IMPERVIOUS SURFACES + BUILDING + DECK PARKING / NLA.
4. PROPOSED HEIGHT IS TAKEN FROM THE AVERAGE GRADE OF EACH BUILDING. MECHANICAL STRUCTURES, ELEVATOR OVERHEADS, SHORT PARAPET WALLS (<12') ARE NOT CALCULATED IN BUILDING HEIGHT.
5. NOT USED.
6. UNCOVERED STEPS, PATIO SLABS, DRIVEWAYS, RETAINING WALLS ≤ 4 FT, AND OVERHANGS 18" MAY BE LOCATED WITHIN A SETBACK. NO OTHER BUILDING, STRUCTURE, OR PROJECTION SHALL BE ALLOWED ENCROACHMENT.
7. NOT USED
8. HOTEL PARKING: 1 SP PER ROOM, 1 EMPLOYEE SP PER 20 ROOMS,1 SP PER 500 SF FOR SPECIAL USE SPACE
9. MEDICAL OFFICE: 1 SP PER 200 SF
10. PUBLIC PLACES FOR ASSEMBLY REQUIRE 1 SP PER 500 SF OF SPECTATOR AREA PLUS 1 SP PER 200 SF DIRECTED FOR OTHER PATRON USE.

SITE NOTES

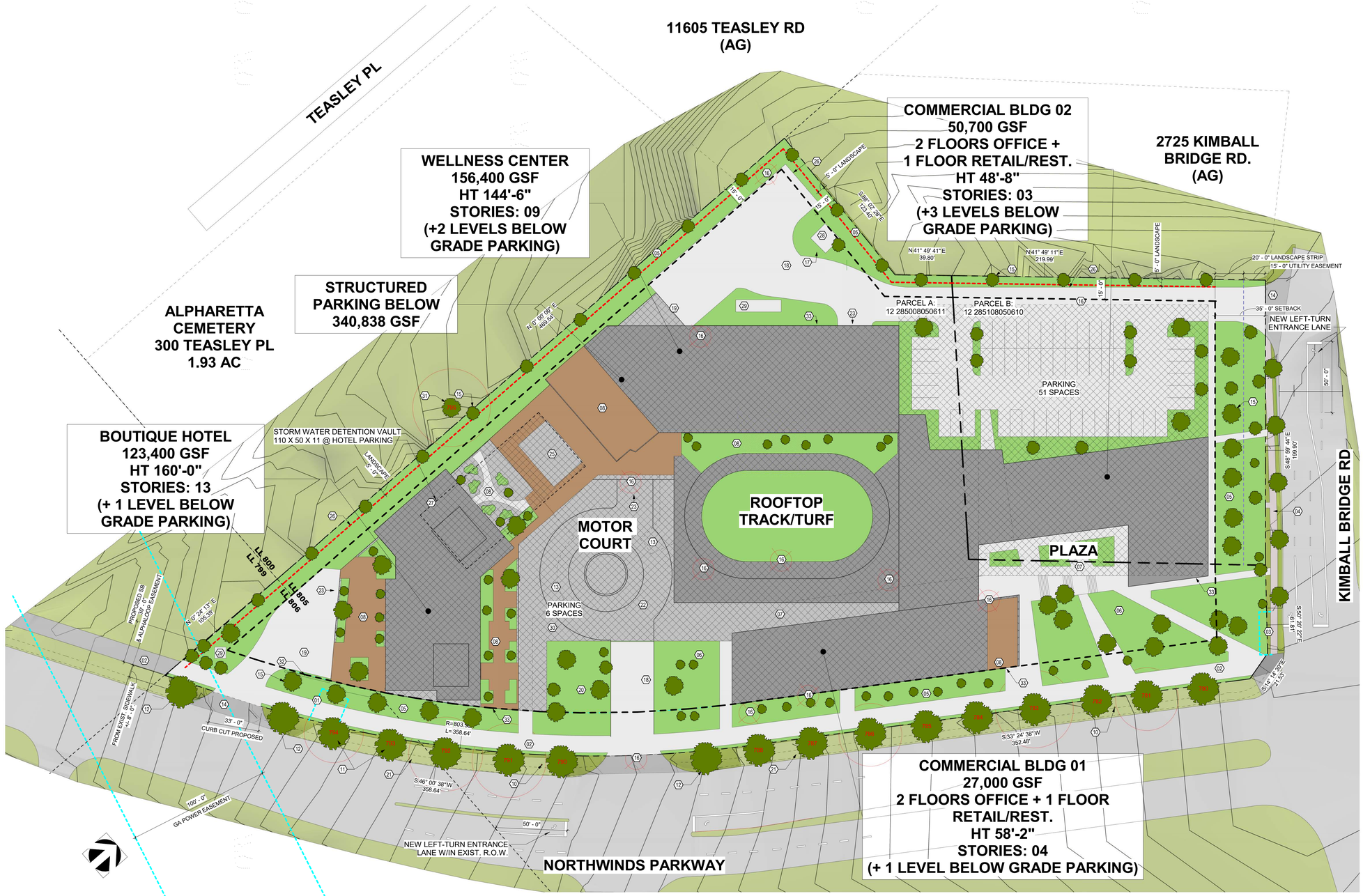
11. LOADING STALL SHALL BE 12X40. REFER TO 2.5.3 FOR NUMBER OF REQUIRED SPACES.
12. PARKING SHALL BE DESIGNED FOR STANDARD DIMENSION OF 9X19 FOR 80% OF STALLS AND COMPACT STALL 8X16 THE REMAINING 20%. STANDARD BAYS SHALL NOT BE LESS THAN 60 FT WIDE UNLESS FOR COMPACT.
13. TANDEM STALLS SHALL ONLY COUNT AS 1 SPACE.
14. CURB CUTS SHALL BE LOCATED 300 FT FROM A STREET INTERSECTION.
15. ALL DEVELOPMENTS WITH > 100 STALLS SHALL PROVIDE EV CHARGING STATIONS AT 1 PER 25 STALLS.
16. BIKING SHALL BE PROVIDED 1 PER REQUIRED 25 STALLS.
17. 25% SHARED PARKING REDUCTION APPLIED.
18. NOT USED.
19. NOT USED.
20. NOT USED.
21. NOT USED.



VICINITY MAP
3/4" = 1'-0"



4 ASP1.0 Northwinds Parkway Section
1/8" = 1'-0"



SITE PLAN ABBREV. LEGEND

HT HEIGHT ABOVE GRADE PLANE

KEY NOTE LEGEND

01. EXIST SEWER EASEMENT 20' X 20'
02. ALPHA INNER LOOP TRAIL. CONCRETE PAVEMENT W/ ACCENT BAND. BUILT UP TO PROTECT CRITICAL ROOT ZONE OF EXISTING TREES
03. EXIST. SIGN EASEMENT 6' X 30'
04. NEW SIDEWALK.
05. LANDSCAPE BUFFER. TREE SPACING SHALL BE BASED ON AVG CANOPY SPREAD & MIX OF SHRUB TYPES.
06. STEPPED TERRACE PUBLIC SPACE
07. PUBLIC SPACE
08. ROOFTOP AMENITY
09. NOT USED
10. EXIST FIRE HYDRANT
11. EXIST BOUNDARY TREE(S) TO REMAIN
12. NEW STREET TREE(S)
13. CANOPY (13'-8" ABOVE FINISHED SURFACE)
14. NEW CURB CUT(S)
15. NEW SHADE TREE(S) W/N LANDSCAPE BUFFER
16. REMOVE TREE (SEE LDP)
17. NEW FIRE HYDRANT
18. FIRE ACCESS LANE
19. LOADING DOCK. NO OBSTRUCTION TO FIRE ACCESS LANES.
20. NEW LANDSCAPE BERM(S)
21. PROPOSED REMOVAL OF EXIST. SIDEWALK
22. MOTOR COURT / DROP-OFF
23. ENTRY / EXIT FOR STRUCTURED PARKING
24. NOT USED
25. SHARED POOL (HOTEL & WELLNESS)
26. SITE RETAINING WALLS
27. UNDERGROUND DETENTION. SEE CIVIL
28. MECHANICAL YARD. SEE MEP & CIVL
29. TRANSFORMER. SEE MEP
30. VALET PARKING
31. EXISTING BOUNDARY TREE TO BE PROTECTED
32. ARCHITECTURAL SCREEN WALL
33. NEW FIRE DEPT. CONNECTION

5 ASP1.0 Site Plan - Revised _OI
1" = 30'-0"

6/28/2021 4:19:32 PM

THE BAILEY
est. 1880

ALUX PROPERTIES

THE BAILEY

2650 NORTHWINDS PKWY
ALPHARETTA, GEORGIA 30009

Goode Van Slyke Architecture

Owner
Alux Properties
8000 Avalon Blvd. #100
Alpharetta, GA 30009

Architect
Goode Van Slyke Architecture, Inc.
409 John Wesley Dobbs Avenue
Atlanta, GA 30312
404.523.5525

Civil Engineer
Long Engineering
2550 Heritage Ct SE #250
Atlanta, GA 30339
770.951.2495

Structural Engineer
PES Structural Engineers
1852 Century Pl NE #201
Atlanta, GA 30345
770.457.5923

Mechanical/Plumbing/ Fire Protection/Electrical
AHA Consulting Engineers
3700 Mansell Rd #200
Alpharetta, GA 30022
770.992.8585

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Key Plan

seal/signature

not for construction

rev	date	description

date	06/28/21
phase	SCHEMATIC DESIGN
issued for	100% SD
project number	20029.00

ARCHITECTURAL SITE PLAN - OVERALL

sheet number

ASP1.0

The Bailey
Building Use Summary 06.22.21

Bldg. Use	Function	Code	Commercial	Office	Total
Hotel			Commercial	Office	
Boutique Hotel	**100** Guest Rooms	310	105,700		
Restaurant	Hotel Restaurant	310	9,000		
Special Event Facility	Hotel Conference	310	8,700		
					123,400 gsf
Wellness Center			Commercial	Office	
Pool Lounge	Hotel Amenity	310	7,100		
Office	Medical Office w/ Outpatient Services	720		55,000	
Drug Store (Pharmacy)	Pharmacy	720	600		
Spa Services	Med Spa	720	7,000		
Athletic Facility	Membership	492		58,600	
Office	Membership Club	710		20,000	
Restaurant	Membership Dining	820	8,100		
					156,400 gsf
Commercial Bldg 1- Northwinds Plwy			Commercial	Office	
Restaurant		820	4,000		
Retail		820	5,000		
Office	Professional Office	710		18,000	
					27,000 gsf
Commercial Bldg 2- Kimball Br.			Commercial	Office	
Restaurant		820	3,500		
Retail		820	12,200		
Office	Professional Office	710		35,000	
					50,700 gsf

Total Area		170,900 gsf	186,600 gsf	**357,500** gsf
Structured Parking	883 spaces		386 sf/space	**340,838** gsf

Retail + Rest.	24,700 gsf
MOB + Office	115,700 gsf

Site	4.72 acre
Non-Res. Density	75,742 gsf/AC

	Commercial 25% Max.	Office 75% Min.	Total Building Area
Total Area	170,900 gsf	186,600 gsf	357,500 gsf
	48%	52%	

Parking Requirements 06.22.21		Qty	Req. Spaces	Shared	Adjusted Spaces	Reference
Boutique Hotel						
Hotel						
Business: Hotel	1 space/ room	100 keys	100	25%	75	UDC (2.5.1.B)
	1 employee space/20 rooms		5	25%	4	
	1 space/500sf meeting, retail, restaurant	17,700 sf	35	25%	27	
					105	
Wellness Center						
Hotel						
Business: Hotel	1 space/500sf meeting, retail, restaurant	7,100 sf	14	25%	11	
Medical Office						
Business: Medical Office	1 space/200 sf	55,000 sf	275	25%	206	UDC (2.5.1.B)
Day Spa, Phirmacy						
Business: Retail	1 space/200 sf	7,600 sf	38	25%	29	
Training						
Semipublc: Recreation	1 space/ 500sf court, spectator area	14,200 sf	28	25%	21	UDC (2.5.1.D)
	1 space/200 gsf other patron use areas	44,400 sf	222	25%	167	
Club						
Business: Office	1 space/250 gsf	20,000 sf	80	25%	60	UDC (2.5.1.B)
Business: Restaurant	1 space/ 100sf of entire facility	8,100 sf	81	25%	61	UDC (2.5.1.B)
		Total: 156,400				
Commercial Bldg 1- Northwinds Plwy						
Commercial						
Business: Restaurant	1 space/ 100sf of entire facility	4,000 sf	40	25%	30	UDC (2.5.1.B)
Business: Retail	1 space/200 gsf	5,000 sf	25	25%	19	UDC (2.5.1.B)
Business: Office	1 space/250 gsf	18,000 sf	72	25%	54	
		Total: 27,000				
Commercial Bldg 2- Kimball Br.						
Commercial						
Business: Restaurant	1 space/ 100sf of entire facility	3,500 sf	35	25%	26	UDC (2.5.1.B)
Business: Retail	1 space/200 gsf	12,200 sf	61	25%	46	UDC (2.5.1.B)
Business: Office	1 space/250 gsf	35,000 sf	140	25%	105	
		Total: 50,700				
	Total		1252	Req'd	**939**	Adjusted Spaces Req'd

883	Structured Parking
57	Surface Parking
940	Spaces Provided

Standard Spaces	Min. 80% of required spaces	751	UDC (2.5.5)
Compact Spaces	Max 20% possible	188	UDC (2.5.5)
Electric Vehicle Charging Stations			
	1 station / 25 spaces	38	
Bicycle Parking			
Retail, Office, Hotel, Assembly			
	1 bicycle / 25 required vehicle spaces	50	
Residential- for sale	NA		
Loading Bays	5 spaces per 240,000sf-350,000sf	5	UDC (2.5.3)

MAXIMUM ALLOWABLE IMPERVIOUS AREA

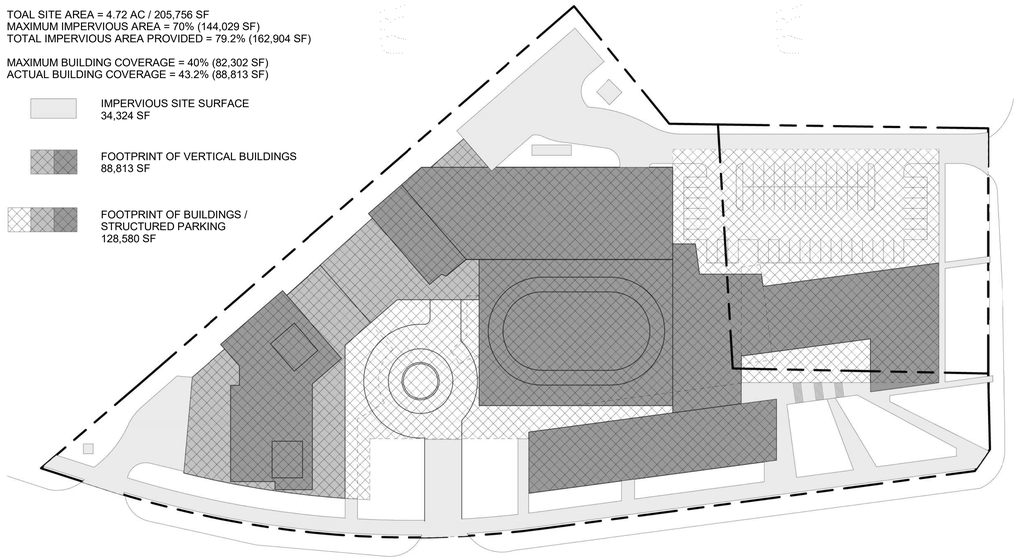
TOAL SITE AREA = 4.72 AC / 205,756 SF
MAXIMUM IMPERVIOUS AREA = 70% (144,029 SF)
TOTAL IMPERVIOUS AREA PROVIDED = 79.2% (162,904 SF)

MAXIMUM BUILDING COVERAGE = 40% (82,302 SF)
ACTUAL BUILDING COVERAGE = 43.2% (88,813 SF)

IMPERVIOUS SITE SURFACE
34,324 SF

FOOTPRINT OF VERTICAL BUILDINGS
88,813 SF

FOOTPRINT OF BUILDINGS / STRUCTURED PARKING
128,580 SF



2 SITE PLAN - IMPERVIOUS SURFACE
ASP1.1 1" = 50'-0"

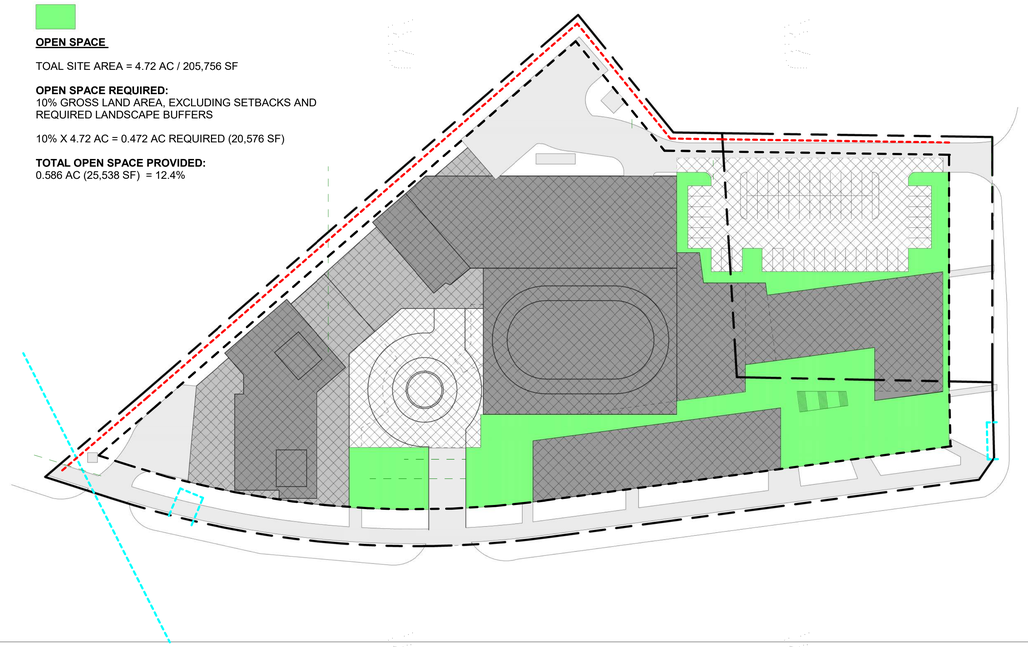
OPEN SPACE

TOAL SITE AREA = 4.72 AC / 205,756 SF

OPEN SPACE REQUIRED:
10% GROSS LAND AREA, EXCLUDING SETBACKS AND REQUIRED LANDSCAPE BUFFERS

10% X 4.72 AC = 0.472 AC REQUIRED (20,576 SF)

TOTAL OPEN SPACE PROVIDED:
0.586 AC (25,538 SF) = 12.4%



1 SITE PLAN - OPEN SPACE
ASP1.1 1" = 50'-0"

THE BAILEY
est. 1880

ALUX PROPERTIES

THE BAILEY

2650 NORTHWINDS PKWY
ALPHARETTA, GEORGIA 30009

Goode Van Slyke Architecture

Owner
Alux Properties
8000 Avalon Blvd. #100
Alpharetta, GA 30009

Architect
Goode Van Slyke Architecture, Inc.
409 John Wesley Dobbs Avenue
Atlanta, GA 30312
404.523.5525

Civil Engineer
Long Engineering
2550 Heritage Ct SE #250
Atlanta, GA 30339
770.951.2495

Structural Engineer
PES Structural Engineers
1852 Century Pl NE #201
Atlanta, GA 30345
770.457.5923

Mechanical/Plumbing/ Fire Protection/Electrical
AHA Consulting Engineers
3700 Mansell Rd #200
Alpharetta, GA 30022
770.992.8585

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Key Plan

seal/signature

not for construction

rev	date	description

date	06/28/21
phase	SCHEMATIC DESIGN
issued for	100% SD
project number	20029.00

ARCHITECTURAL SITE PLAN - CALCULATIONS

sheet number
ASP1.1

6/28/2021 4:22:28 PM

COMMUNITY DEVELOPMENT
COMMUNITY ZONING INFORMATION MEETING
AUGUST 11, 2021
ZOOM
6:00 PM

I. Staff Present
   a. Kathi Cook
   b. Michael Woodman
   c. Ben Kern
   d. Lauren Shapiro

II. Total Participants (including Staff): 19

III. MP-21-01 / V-21-04 The Bailey / Northwinds
   a. Applicant Presentation: Brandon Wheeless & Jeff Morrison
      i. This development will be at the corner of Kimball Bridge Road and Northwinds Parkway and will include a 5-star luxury boutique hotel, wellness and fitness center, retail, class A office, and a training facility for professional athletes.
      ii. In the previous application, there was a residential component, but that has since been removed, and instead adding 53,000 square feet of tenant office space.
      iii. This application is no longer requesting a rezoning and instead keeping O-I.
      iv. There will be surface parking added on the north corner of the site for adjacent retail.
      v. In comparison to the previous application, this application shows the following:
         1. Impervious area requested originally 85% to currently 80%
         2. Hotel rooms were reduced from originally 119 rooms to 100 rooms
         3. Reduced height by 2 stories since first submittal
         4. Wellness building reduced in height by 1 story
         5. Pulled buildings away from both of streets to ensure they are providing landscape buffers
      vi. Current requests are for amendments to the Master Plan and a variance
         1. Building set back on Northwinds Parkway from 50 feet to 30 feet
         2. Building set back on Kimball Bridge from 50 feet to 35 feet (providing retail / active uses along the streets and want to engage the Alpha Loop)
         3. Increase allowable building height from 65 feet to 160 feet
         4. Increase allowable building coverage from 40% to 45% - trying to contain as much parking as possible below grade
         5. Increase allocation of hotel rooms from 60 rooms to 100 rooms
         6. Variance to increase impervious area from 70% to 80%
   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 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: The Bailey

Contact Name: Alux Properties

Telephone: (404)986-8768

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.

Georgia Power (multiple addresses)	Carter Chestene (175 Kimball Bridge RD)
Clear Springs Baptist Church (2725 Kimball Bridge Rd)	
Jacksoncare Hospital (2655 Northwinds Pkwy)	
The Walk at Braeden (various owners)	
Braeden by John Wieland (various owners)	
F7 NWO LLC (2550 Northwinds Pkwy)	
My Homes at KB (172 Kimball Bridge Rd)	

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
- [x] Personal Visits
- [ ] Telephone
- [ ] Group Meeting
- [x] 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.

The developer has held meetings with these resident(s) previously and received positive feedback. There will be opportunities via email and informal polling to provide comments to the owner/developer. A small group meeting was held with some of the residents from Braeden as recently as December of 2020; it was well received.
A Community Zoning Information Meeting was held on February 10, 2021. Representatives of the Owner responded to questions and comments. Participants and comments were recorded by the Planning Department. A CZIM Meeting was held on August 10, 2021. Representatives of the Owner presented the revised application requests. No written or verbal comments were made.

CITIZEN PARTICIPATION FORM - PART B

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

Public Hearing or Project Name: The Bailey

Contact Name: James Cain Telephone: 404.523.5525

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.

Here is a summary of the feedback from the client's face-to-face meeting held on Dec. 1, 2020 with Doug Derito of the Braeden Community:

+ Accessibility to project site and inner alpha loop
+ Excited about the project's public offering: activity lawn, retail space, and restaurants
+ Placement of the hotel and residential areas in relation to the their community, Braeden, the possibility of excessive lighting/light pollution is minimized.
+ Residential units could increase property value

Letters were mailed on Jan 11th and 29th of 2021 informing adjacent property owners. In a separate attachment is a copy of each letter sent. There has not been any feedback to date.

Letters were mailed on August 6, 2021 informing adjacent property owners of the revised application requests. In a separate attachment is a copy of the mailing list and the letter sent. There has not been any feedback to date.

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

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

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

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

Signature of Authorized Agent: _____ Date: August 25, 2021

Print Form

ALUX PROPERTIES

ALI RAMEEZ SULTAN
627 HANLON WAY
ALPHARETTA GA 30009

August 6, 2021

Dear ALI RAMEEZ SULTAN:

RE: Application for MP-21-01 / V-21-04 The Bailey / Northwinds

We have filed a request for a master plan amendment and variance to allow a 156,400 square foot wellness center, 53,000 square foot of office use, a 100-room boutique hotel, and 24,700 square feet of retail/restaurant use on 4.72 acres. A master plan amendment to the Northwinds Master Plan is requested to amend development standards, such as building setbacks, building heights, and building coverage. A variance is requested to increase the maximum impervious area in the O-I district. The property is located at 2650 Northwinds Parkway and is legally described as being located in Land Lots 799, 805 and 806, 1st District, 2nd Section, Fulton County, Georgia.

The Community Zoning Information Meeting (CZIM) is Wednesday, August 11 at 6:00 p.m. via Zoom. The link to the CZIM is https://zoom.us/j/7301636794.

This item will be considered by the Planning Commission on Thursday, September 2, 2021, at 6:30 p.m. and to City Council on Monday, September 20, 2021, at 6:30 p.m. Both meetings will take place in Council Chambers at Alpharetta City Hall, which is located at 2 Park Plaza, Alpharetta, Georgia 30009.

If you need any further information or have any other questions regarding the application, please feel free to contact me at your convenience. I can be reached (404) 986 – 8768.

Sincerely,

ALUX PROPERTIES
8601 DUNWOODY PL, STE 450
ATLANTA, GA 30350

Recipients Name	ADDRESS	CITY, STATE, ZIP CODE
ALI RAMEEZ SULTAN	627 HANLON WAY	ALPHARETTA GA 30009
ANDERSON DOROTHY MAE	165 KIMBALL BRIDGE RD	ALPHARETTA GA 30004
BHATIA VISHAL & SHAILA	828 ADLER CT	ALPHARETTA GA 30005-2800
BOYAPATI PREMCHAND & RAMBABU SOWJANYA BOLLIMPALLI	230 BRAEDEN WAY	ALPHARETTA GA 30009
BRAEDEN NEIGHBORHOOD ASSOCIATION INC	2675 PACES FERRY RD SUITE 125	ATLANTA GA 30339
BROWN RODNEY A	625 HANLON WAY	ALPHARETTA GA 30009
CANN MILLARD SCOTT	222 BRAEDEN WAY	ALPHARETTA GA 30009
CAPSTONE DIAGNOSTICS LLC	8601 DUNWOODY PL SUITE 444	SANDY SPRINGS GA 30350
CARTER CHESTENE M	218 BAILEY JOHNSON RD	ALPHARETTA GA 30004-2203
CLEAR SPRINGS BAPTIST CHURCH	2725 KIMBALL BRIDGE RD	ALPHARETTA GA 30009
CLINTON JOSHUA R & DEBERRY HEATHER L	218 BRAEDEN WAY	ALPHARETTA GA 30009
CONSOR BRUCE J & ROBIN L	214 BRAEDEN WAY	SANDY SPRINGS GA 30350
D ALESSANDRO MARK J	621 HANLON WAY	ALPHARETTA GA 30009
DE LA VEGA WALTER	10105 WESTSIDE PKWY 332	ALPHARETTA GA 30009
DEGERTEKIN MUZAFFER MURAT	4091 PARAN POINTE DR NW	ATLANTA GA 30327
ELIAS CREWS NANCY C & CREWS ROBERT	240 BRAEDEN WAY	ALPHARETTA GA 30009
ELLER BAILEY B & SARAANNE M	610 HANLON WAY	ALPHARETTA GA 30009
ESLICK PATRICK	603 HANLON WAY	ALPHARETTA GA 30009
F7 NWO LLC	3455 PEACHTREE RD NE STE 650	ATLANTA GA 30326
FURNEAUX MARTHA D & GLENN M	255 BRAEDEN WAY	ALPHARETTA GA 30009
GARCIA RODRIGO & SANCHEZ MARTHA	245 BRAEDEN WAY	ALPHARETTA GA 30009
GEORIGA POWER COMPANY	241 RALPH MCGILL BLVD # 1015	ATLANTA GA 30308
HENDRICK CHRISTOPHER MICHAEL & TANYA LEE	224 BRAEDEN WAY	ALPHARETTA GA 30009
HUI CONG	208 BRAEDEN WAY	ALPHARETTA GA 30009
HURLEY MARK & PIERCE VICKY D	195 BRAEDEN WAY	ALPHARETTA GA 30009
HUTTO PHOENIX SHAOJEN	226 BRAEDEN WAY	ALPHARETTA GA 30009
JAYAPANDI DHANAPAL & THILAGARAJ ROHINI	142 ROWAN AVE	ALPHARETTA GA 30009
JHS BUILDING LLC	2655 NORTHWINDS PKWY	ALPHARETTA GA 30009-2280
JIG PROPERTY LLC	2655 NORTHWINDS PKWY	ALPHARETTA GA 30009
KALIFEH ANDY & SUSAN	1050 CANTON ST	ROSWELL GA 30075-3644
LAMBING DONALD JR & ERYN	270 BRAEDEN WAY	ALPHARETTA GA 30009
LARKIN ROBERT C & LARKIN LUCINDA M	205 BRAEDEN WAY	ALPHARETTA GA 30009
LU JUNQING	565 HANLON WAY	ALPHARETTA GA 30009
MC ELROY QUINDELDA	212 BRAEDEN WAY	ALPHARETTA GA 30009
MEDINA SAMMY & JENNIFER S	260 BRAEDEN WAY	ALPHARETTA GA 30009
MERCADO TARA P & ROWLAND RANDALL	575 HANLON WAY	ALPHARETTA GA 30009
MICALE LEONINA	236 BRAEDEN WAY	ALPHARETTA GA 30009
MUENKEL ROBERT EDWARD & KARIN LEE	619 HANLON WAY	ALPHARETTA GA 30009
MY HOMES AT KIMBALL BRIDGE LLC	11020 KEMP RD	SUWANEE GA 30024
NAGAR PUNIT	629 HANLON WAY	ALPHARETTA GA 30009
NASERI RAHA KATHERINE	210 BRAEDEN WAY	ALPHARETTA GA 30009
NEELAKANTAN RAMESH ET AL	609 HANLON WAY	ALPHARETTA GA 30009
NLB NORTHWINDS LLC	20 HEARDS OVERLOOK CT	ATLANTA GA 30328
PARKASH MANJIT	238 BRAEDEN WAY	ALPHARETTA GA 30009
PEASLEY JOHN P & PEASLEY SUSAN	146 ROWAN AVE	ALPHARETTA GA 30009
PINEVIEW CEMETERY ASSN LTD	2010 CRABAPPLE PARC WAY	ROSWELL GA 30076-4240
PULLIN WILLIAM GEORGE & LEACH JAIME IRENE	601 HANLON WAY	ALPHARETTA GA 30009
PULTE HOME CORPORATION	2475 NORTHWINDS PKWY STE 600	ALPHARETTA GA 30009
RAWLS JOSEPH & LINDSAY BRANDINO	220 BRAEDEN WAY	ALPHARETTA GA 30009
RC CPA PA 401K TRUST	275 BRAEDEN WAY	ALPHARETTA GA 30009
REDDYBATTULA NARESH REDDY & BOREDDY LEELA PRASANTHY	265 BRAEDEN WAY	ALPHARETTA GA 30009
ROUSEY BETTYEE	617 HANLON WAY	ALPHARETTA GA 30009
RUTLEDGE JOHN & DIANA LYNN	620 HANLON WAY	ALPHARETTA GA 30009
SARKAR SATINATH	202 BRAEDEN WAY	ALPHARETTA GA 30009
SCHMIDT CALLY	150 ROWAN AVE	ALPHARETTA GA 30009
SHEN WEIDONG	613 HANLON WAY	ALPHARETTA GA 30009
SHEPHERD KATHERINE	232 BRAEDEN WAY	ALPHARETTA GA 30009

SHI YAN	206 BRAEDEN WAY	ALPHARETTA GA 30009
SINGH IS KING INVESTMENTS LLC	8220 ROYAL SAINT GEORGES WAY	DULUTH GA 30097
SRIVASTAVA SHOBHIT	611 HANLON WAY	ALPHARETTA GA 30009
ST JAMES UNITED METHODIST CHURCH INC	3000 WEBB BRIDGE RD	ALPHARETTA GA 30009
STEVENS JOHN M & STEVENS CAROLINE	215 BRAEDEN WAY	ALPHARETTA GA 30009
STIRNE HOWARD D & KATHY J	555 HANLON WAY	ALPHARETTA GA 30009
SUN AN CHI	235 BRAEDEN WAY	ALPHARETTA GA 30009
TADJALLI SOBHAN & RAMCHANDANI GLORIA	1172 ALEXANDRIA CT	ATLANTA GA 30319
TEJADA GLADYS L	631 HANLON WAY	ALPHARETTA GA 30009
THOKALA VAMSI K & NUTTAKKI BINA	250 BRAEDEN WAY	ALPHARETTA GA 30009
THURMAN ROBERT SCOTT & ASHLEY ANN	216 BRAEDEN WAY	ALPHARETTA GA 30009
TUFARO JOHN C & ESTERMYER RACHEL A	605 HANLON WAY	ALPHARETTA GA 30009
WALLS DONNA	600 HANLON WAY	ALPHARETTA GA 30009
WANG CHING SHIH	225 BRAEDEN WAY	ALPHARETTA GA 30009
WENNER SCOTT J & RENAE D	280 BRAEDEN WAY	ALPHARETTA GA 30009
YANG STEVE Q & CHU IRIS	623 HANLON WAY	ALPHARETTA GA 30009
YUN HYEUNSUK	615 HANLON WAY	ALPHARETTA GA 30009
COX MANDI NICOLE & COX DAVID ROBERT	595 HANLON WAY	ALPHARETTA GA 30009
SCHIAVONE ASHLEY L & MICHAEL G	585 HANLON WAY	ALPHARETTA GA 30009
MERCADO TARA P & ROWLAND RANDALL	575 HANLON WAY	ALPHARETTA GA 30009

From: Woodman, Michael
To: [redacted]
Cc: Cook, Kathi; Taylor, Elicia
Subject: FW: Future Land Use comments
Date: Wednesday, March 31, 2021 8:46:38 AM
Attachments: image001.png
Bailey_Site Plans 0325.pdf
image002.png

Good morning Mr. Jackson.

Please find attached the latest site plan for The Bailey. This request will be considered by the Planning Commission tomorrow night at 6:30 PM in the City Council Chambers at City Hall. Feel free to let me know if you have any questions.

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

Begin forwarded message:

> **From:** "Shane Jackson (JH-ATL)" [redacted]
> **Date:** March 11, 2021 at 5:24:50 PM EST
> **To:** "Cook, Kathi" [redacted], "Burnett, Ben" [redacted], "Leslie Day-Harrell (JH-ATL)" [redacted]
> **Subject: RE: Future Land Use comments**

> Thank you Ben and Kathi.

From: Cook, Kathi [redacted]
Sent: Thursday, March 11, 2021 1:36 PM
To: Burnett, Ben [redacted]>; Shane Jackson (JH-ATL) [redacted]>; Leslie Day-Harrell (JH-ATL) <[redacted]
Subject: RE: Future Land Use comments

Thanks, we expect a new site plan on the proposed Bailey located at the corner of Kimball and Northwinds in the next few weeks and will get a copy to you when available. Of course let me know if you have any questions.

THE CITY OF ALPHARETTA
TECHNOLOGY CITY OF THE SOUTH

KATHI COOK
DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT
WORK: [redacted]
CELL:
FAX:
EMAIL:

2 Park Plaza
Alpharetta, GA 30009
Phone: 678.297.6000
www.alpharetta.ga.us

From: Burnett, Ben [redacted]
Sent: Thursday, March 11, 2021 11:01 AM
To: Shane Jackson (JH-ATL) [redacted]; Leslie Day-Harrell (JH-ATL) [redacted]
Cc: Cook, Kathi [redacted]
Subject: Future Land Use comments

Hey Y'all,

If the Northwinds association had a position they wanted included in a public record. I'd encourage you to reach out to Kathi Cook.

We welcome your input in the process.

She is cc'd

Ben Burnett

Lisa Glauber Shippel, Esq.

Lisa Shippel Law, LLC

May 12, 2021

Via Email

[redacted]

Re: MP-21-01/CLUP-21-02/Z-21-03/CU-21-02/V-21-04 The Bailey/Northwinds

Dear Mayor Gilven, City Councilmembers and Staff;

I live at 400 in the Walk at Breaden.

As a neighborhood we saw this rezoning a few years ago and for the most part we were okay with what was presented and accepted. We went through this rezoning a couple of years ago and were ok with what was intended. The developer is now coming back to overburden the property and the surrounding are a with a maxed out zoning request. There is a reason why mixed use should be on a 25 acre parcel. It is because of all items required to make a mixed use work has to have a generous amount of space. The current parcel is less than 20% of the acreage required for Mixed Use zoning.

- In the past we were told that the council would not support a change to the Master Plan. That is what we were told when Greystone tried to change the zoning of the Evans parcel. Now on the other side of our property a change to the Master Plan is requested and should not be approved.

- Braeden is downhill from the property so a reduction in impervious surface will affect our property. In no way should this be even considered as we are already having drainage issues off of Kimball Bridge Road.

- The landscape strip should not be granted within the right of way and in addition the Petition is requesting to reduce the required landscape strip so essentially, they are asking to remove the requirement.

- There is NO way a hotel should be approved on this Property. The City hotels are sitting at less than 50% capacity during the week. Braeden has two hotels next to our subdivision that are less than half used. We should not be sandwiched in the middle of a transient hotel zone. The Petitioner is now asking for an increase of 100% in the number of rooms.

- Lastly, we have not heard any commitments regarding users of the Property.
    a. Who is the running the professional sports development facility?
    b. What hotel is committed?

5755 North Point Parkway · Suite 213 · Alpharetta, Georgia 30022
Phone: [redacted] · Fax: [redacted] · www.lisashippellaw.com

c. What Michelin Star restaurant is committed?

- The Plan calls for 755 spaces of parking on less than 5 acres of space plus buildout above and beyond current standards, which is stressful to the corner and why the Petitioner is requesting so many variances.

- The Petitioner has an expensive piece of property so they are stating they need to burden the City and the local residents to make their project maximize return. This is not the City's problem and it should not be the resident's problem either.

Please accept this letter as my request to DENY the above referenced Petition.

Sincerely,

Lua Shypsil

Cc: [redacted]

Amended Letter of Intent and Impact Analysis
MP-21/01/CLUP-21-02/Z-21-03/CU-21-02/V-21-04

City of Alpharetta

Master Plan Amendment
Variances

Applicant:
Bailey, LLC

Property:
+/- 4.72 acres at Kimball Bridge Road and Northwinds Parkway
Alpharetta, GA 30004

Issued:
July 01, 2021

I. The Development Intent

Bailey, LLC ("Applicant") presents a development concept in which a wellness center and medical offices will combine outpatient services with medical spa services and athletic training facilities. Because this unique concept will be a destination for world class athletes, a high-end boutique hotel will complement the facility. The "Project" as described above will also include restaurant and retail with above and below grade structured parking.

To accommodate this new development program, the Applicant is withdrawing its prior request for rezoning from OI to Mixed-Use and seeks now to develop the Property under its current zoning. In order to implement the development intent, an amendment to 1986 Northwinds Master Plan and certain exception requests seeking such approvals as necessary to allow the development of the Project.

The following will be necessary to achieve the development intent of the Project.

(1) Amend the 1986 Northwinds Master Plan to account for the expansion of the number of rooms for a boutique hotel from sixty (60) to one-hundred (100).

(2) Amend Master Plan 18-05 which was included in 2018 MP18-05/Z-18-04 Lux Atlanta/Northwinds Master Plan to reflect the Site Plan which is presented as the "2021 Master Plan" for the development,

(3) Allow the following exceptions:

(a) increase the impervious coverage on the site from 70% to 80%;

(b) reduce front building setbacks from 50' to 30' on Northwinds Parkway;

(c) reduce front building setbacks from 50' to 35' on Kimball Bridge;

(d) increase the allowable Building Heights from 65' to 160';

(e) increase the allowable Building Coverage from 40% to 45%.

II. Changes from the Prior Request.

The following requests have been removed from the prior submittal of the Applicant dated May 03, 2021:

(1) The Application no longer requests to rezone the two parcels identified in the Application from the existing Office Institutional zoning category ("OI") to the Mixed Use ("MU") zoning category.

(2) Because the Application no longer requests a rezoning to MU, the requested amendment to the Comprehensive Land Use Plan to change the designation of the site from the Corporate Office land use designation to the Mixed Use land use designation has been removed from the Application.

(3) There is no residential component in the revised Application, so the requested change to the Northwinds Master Plan to allow a residential component on the site has been removed from the Application.

(4) The Application no longer requests a rezoning to MU, therefore, the requested variance to reduce the required minimum size of the proposed MU site from 25 acres to 4.72 acres has been removed from the Application.

(5) The new development plan has revised the Site Plan such that the request for a variance to allow the utility easement to be within the 20ft landscape buffer along Kimball Bridge Rd. has been removed from the Application.

III. Details of the Letter of Intent as to the Current Requests

(1). The Master Plan Amendment 21-01. The 4.72 acre site (the "Site") was incorporated into Pod A of the Northwinds Master Plan under a prior ordinance, 2018 MP18-05/Z-18-04 Lux Atlanta/Northwinds Master Plan. The Site is in Pod A of the 1986 Northwinds Master Plan (the "1986 Plan") which was approved for Office / Hotel. The 2018 ordinance approved 60 hotel rooms under a provision by which hotel rooms shall be deducted from the remaining hotel entitlement in the 1986 Plan, which has an exchange rate of 800 SF of office per hotel. Under the instant amendment to the 1986 Plan, 40 additional rooms are submitted for adjustment under the hotel entitlement exchange.

The justification for this amendment can be based on the way in which the new boutique hotel building functions under the 2021 Master Plan.

(2). Amendment to MP 18-05. To the extent that Master Plan 18/05, incorporated in the 2018 MP18-05/Z-18-04 Lux Atlanta/Northwinds Master Plan, must amended to include the changes made by the 2021 Master Plan, the same is hereby requested.

The justification for this amendment can be based on the development concept under the 2021 Master Plan.

(3) Exceptions. The City Code allows the City Council to exercise its discretion to grant requests for exception pursuant to Sec. 4.5.4 as part of a conditional use application to be heard by the Planning Commission and decided by the City Council as part of the public hearing process related to such applications. However, all of these requests meet the standard that the hardship to the property or owner that is substantially unwarranted by the protection of the public health, safety or general welfare and the need for consistency among all properties similarly zoned or such other criteria for exceptions as required and as described herein.

(a) Increase the impervious coverage on the site from 70% to 80%:

The exception request for the increase of impervious surface is the result of the hardship imposed by the grade changes in the topography that is evident on both the Northwinds Parkway and the Kimball Bridge Road frontage. The amount of excavation required to make enough of the site usable for an economically viable project requires that much of the interior of the site must be stabilized through construction methods that have to be capped in some form such that the available pervious surface had to be reduced.

The exceptional conditions pertaining to the Site are that its constrained size and topography that would create an unnecessary hardship if the design footprint had to be further reduced. However, even with the increase in the impervious area, there is no request for reduction of the open space requirement.

Allowing such relief does not impact the protection of the public health, safety or general welfare because there will be no stormwater flow impact on adjoining properties. A significant portion of rainfall in any natural watershed is absorbed into soils (infiltration), is stored as groundwater, and is slowly discharged to streams through seeps and springs. Flooding is less significant in these conditions because some of the runoff during a storm is absorbed into the ground, thus lessening the amount of runoff into a stream during the storm.

The project provides various pervious surfaces within the areas that are by definition counted as impervious. Pervious paving systems for drive surfaces and planted landscape areas situated above structured parking and building terraces provide filtration and reduce surface water runoff.

It is well known that impervious surface regulations are needed because when watersheds are urbanized, and the vegetation is replaced by impervious surfaces, the area where infiltration to groundwater can occur is reduced. Thus, when stormwater runoff occurs, it either must be collected by extensive drainage systems that combine curbs, storm sewers, and ditches to prevent stormwater runoff going directly to streams, and usually in urbanized areas, this is the municipal stormwater collection system. More simply stated, for any development site, unless the water is prevented from flowing into the City's stormwater system at a rate which is comparable to the rate which would occur under "ordinary" circumstances, the burden on the City's stormwater infrastructure would be increased. However, on this site the stormwater concepts will be developed such that no excess stormwater should flow into the City's system.

Therefore, there will be no negative impact on the adjoining properties or on the City as a whole if the stormwater concept is robust enough to prevent heavy sheetflow off of the property or into streams.

(b) Reduce front building setbacks from 50' to 30' on Northwinds Parkway:

For this this request, the exceptional condition pertaining to the Site is that its constrained size and topography create an unnecessary hardship if the design footprint had to be further reduced. The grade changes are fairly severe on both the Northwinds Parkway frontage and the Kimball Bridge Road frontage and the amount of excavation required to provide adequate circulation in the below ground parking levels is increased if the parking levels are pushed further inward to the center of the site. The size of structured parking is somewhat fixed at minimum efficient sizes and incremental increases in the size of parking levels are not easy to accomplish. If additional below ground parking levels are required, the cost increases greatly on this site because of increased excavation and ventilation required.

However, for much of its frontage, the building setback condition on Northwinds Parkway is met. This request to reduce the front building setbacks from 50' to 30' on Northwinds Parkway does not affect the requirement in Sec. 3.2.8. D that requires Northwinds Parkway have a ten (10) foot landscape strip in addition to the required sidewalk.

(c) Reduce front building setbacks from 50' to 35' on Kimball Bridge Road:

For this this request, also, the exceptional condition pertaining to the Site is that its constrained size and topography create an unnecessary hardship if the design footprint had to be further reduced. As, stated above, the grade changes are fairly severe on both the Northwinds Parkway frontage and the Kimball Bridge Road frontage and the amount of excavation required to provide adequate circulation in the below ground parking levels is increased if the parking levels are pushed further inward to the center of the site. The size of structured parking is somewhat fixed at minimum efficient sizes and incremental increases in the size of parking levels are not easy to accomplish. If additional below ground parking levels are required, the cost increases greatly on this site because of increased excavation and ventilation required.

However, the building setback condition is met on Kimball Bridge Road where it intersects with Northwinds Parkway and on this corner. This appears to be a similar configuration to that existing on the Jackson Health Care Campus frontage on Kimball Bridge Road which begins on the other side of Northwinds Parkway.

(d) Increase the allowable Building Heights from 65' to 160':

On a constrained site, it is necessary to strike a balance between lot coverage and building height. As was seen above the condition which drives the exception request for the increase of impervious surface is also a reason that height increase is requested. As the result of the hardship imposed by the grade changes in the topography, which is evident on both the Northwinds Parkway and the Kimball Bridge Road frontage, the amount of excavation required to make enough of the site usable for an economically viable project requires that much of the interior of the site must be stabilized through construction methods that have to be capped in some form. Building vertically on a site where foundation is limited is the solution of an engineering problem. Many other buildings in the vicinity are of similar heights.

(e) Increase the allowable Building Coverage from 40% to 45%:

As has been shown in much of reasoning provided as the justification for the requested exceptions, a constrained site pushes the design to either cover more of the site or to be constructed with a greater height. Much of this same reasoning applies to building coverage. However, the Applicant and the design team have made sure that amenity areas have been preserved to the extent possible.

Conclusion as to the Exceptions Requested

As shown above there are extraordinary and exceptional conditions pertaining to the piece of property in this application because of its size, shape or topography and the application of the ordinance would create an unnecessary hardship. The granting of these exceptions and the relief requested is the minimum necessary to alleviate such unnecessary hardship and recognizes existing conditions. Such relief would not allow the property owner to gain any advantage or interest over similarly zoned properties. Finally, the relief, if granted, would not cause substantial detriment to the public good or impair the purpose and intent of the Ordinance.

IV. CONCLUSION

For the foregoing reasons, the Applicant respectfully requests that the City the grant the master plan amendment to the Northwinds Master Plan, grant the master plan amendment to MP 18/05 and approve the conditional use permits for the program of uses included with the Project and grant the variances as requested above.

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY

Case #: _____

☐ Fee Paid Initial: _____

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

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

Contact Information:

Contact Name: James Cain (GVSA) Telephone: 404-523-5525

Address: 409 John Wesley Dobbs Ave. Suite:

City Atlanta State: GA Zip: 30312 Fax:

Mobile Tel: Email: jcain@gvsa.com

Subject Property Information:

Address: 2650 NORTHWINDS PKWY Current Zoning: O-I

District: 1 Section: 2 Land Lot: 805&806 Parcel ID: 12 285008050611 & 12 285108050610

Proposed Zoning: MU Current Use: CORPORATE OFFICE

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

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

Applicant Request And Intent

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

The development will consist of a boutique hotel, a wellness center, above and below grade parking, fine dining restaurant, and an office building with ground level retail. The wellness center will house a training facility and outpatient services. In addition to the programmatic elements, the site will also further develop a section of the inner loop of the AlphaLoop.

Applicant's Request (Please itemize the proposal):

We are seeking the following:

An amendment to the Northwinds Master Plan Pod A:
- -Reduce front building setbacks from 50' to 30' on Northwinds Parkway and 35' on Kimball Bridge
- -Increase the allowable Building Heights from 65' to 160'
- -Increase the allowable Building Coverage from 40% to 45%
- -Increase the allowable hotel rooms from 60 to 100

-A variance to allow the maximum impervious area to be increased from 70% to 80%

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

The intent of the development is to bring to Alpharetta, a high-end hotel and a professional sports development facility. These facilities are sparse across the country and would bring a new clientele to the area. In addition, the Michelin star restaurant will provide a fine dining experience to Alpharetta as well. To help the city expand on the AlphaLoop, a portion of the project will develop a section of the inner loop along Norhwinds to engage the public and serve as a portal to the greenway nearby. Please refer to the Letter of intent for additional information.

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Bailey LLC. Telephone: 404 986-8768

Address: 8601 Dunwoody Place Suite: 444

City Atlanta State: GA Zip: 30350 -

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
- [x] Rezoning
- [ ] Conditional Use
- [x] Variance
- [x] Master Plan
- [ ] Land Use Application
- [x] Other

Identify Authorized Applicant:

Name of Authorized Applicant: Goode Van Slyke Architecture Telephone: 404 523-5525

Address: 409 John wesley Dobbs Ave Suite:

City Atlanta State: GA Zip: 30312 -

So Sworn and Attested:

Owner Signature: Date: Jan 4 2021

Notary:

Notary Signature: Date: 1/4/2021

J. LEGGLETON
MY COMMISSION EXPIRES
NOTARY
PUBLIC
JANUARY 2, 2022
CLAYTON COUNTY, GEORGIA

DISCLOSURE FORM

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

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

Name of Applicant or Opponent: James Cain (Goode Van Slyke Architecture)

Subject Public Hearing Case: _____

Campaign Contribution Information:

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

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

Name of Official: N/A Position: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

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

Signature: _____ Date: 1/4/21

Alpharetta Planning Commission Review Criteria

How will this proposal be compatible with surrounding properties?

Currently the site is undeveloped. With the development of the AlphaLoop, nearby developments are primarily multifamily developments. Our intent is to provide transient and commercial services to the area as well as high-end residential accommodations.

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

The development as intended will expand the commercial and housing success of this corridor. Our hope is that commercial values increase in the immediate adjacency and housing values stay consistent. Our development has 37 condos within the development. 5 are within the hotel and 32 are free standing.

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

The economics of a wellness facility will generally depend on the population whom uses it. In order to provide the facility services to a broader spectrum of the community, the residential aspect would be vital to the economic and social success of the planned development.

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

We are undertaking a trip report. The trip generation report shows a modest increase in daily trips for a development of this kind. Inherently, an outpatient use and dining experiences will generate more daily trips.

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

The impact would be slight as the majority of the development is intended for the transient population. As stated before the non transient population is minimal with 37 for sale dwellings.

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

It is not consistent with the Corporate Office use but is consistent with the intended use of the AlphaLoop by creating an active and usable pathway for residents within an urban fabric.

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

The biggest condition that will affect the development is the AlphaLoop and crafting the development to engage the AlphaLoop in a meaningful way.

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.

There are a few extraordinary conditions at the property that we seek to redress. There is a substantial amount of slope across the site. A difference of about 80 feet across. And below that is weathered rock up to 60ft down. Excavation for this project to create buildable spaces yields a very high impervious coverage and costly for the limitations on development under the current zoning (OI). Also the size and shape of the site limits practical shapes and positions of any building(s).

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

Yes. With the amount of excavation and slope of the site, a lot of cost will go into making the site usable for construction. To offset that cost, the development program has to expand to improve the rate of return on the economic investment. The viability of the project is subject with getting people to and on the site. The current zoning (OI) encourages industrial developments but does not allow for residential component which are necessary for the development. However the intended future development of this parcel seems inconsistent with nearby developments and direction for the corridor's growth therefor limiting the development under OI would be unjust.

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

Yes the proliferation of weathered rock at this site. With the size and shape of the lot, approx. 4.72 acres, parking has to be enclosed and mostly underground. There is estimated 111,000 cy of excavated in order to create usable clearings for construction.

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 we do not believe that relief would negatively impact the public and is consistent with the intent of the Comprehensive Land Use that the city has adopted for this corridor. The incorporation of the AlphaLoop at this parcel, indicates the desire to provide a expansive public amenity and development of this scale along the loop. As currently witnessed by the Beltline in Atlanta, development along the path is crucial to the success of this kind of public project while not displacing or pricing out any communities from using the pathways. The Kimball Bridge corridor is intended for medium density so having the residential component also seems consistent with the future intent of 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.

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: The Bailey

Contact Name: Alux Properties

Telephone: (404)986-8768

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.

Georgia Power (multiple addresses)	Carter Chestene (175 Kimball Bridge RD)
Clear Springs Baptist Church (2725 Kimball Bridge Rd)	
Jacksoncare Hospital (2655 Northwinds Pkwy)	
The Walk at Braeden (various owners)	
Braeden by John Wieland (various owners)	
F7 NWO LLC (2550 Northwinds Pkwy)	
My Homes at KB (172 Kimball Bridge Rd)	

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
- [x] Personal Visits
- [ ] Telephone
- [ ] Group Meeting
- [x] 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.

The developer has held meetings with these resident(s) previously and received positive feedback. There will be opportunities via email and informal polling to provide comments to the owner/developer. A small group meeting was held with some of the residents from Braeden as recently as December of 2020; it was well received.
A Community Zoning Information Meeting was held on February 10, 2021. Representatives of the Owner responded to questions and comments. Participants and comments were recorded by the Planning Department.

CITIZEN PARTICIPATION FORM - PART B

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

Public Hearing or Project Name: The Bailey

Contact Name: James Cain Telephone: 404.523.5525

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.

Here is a summary of the feedback from the client's face-to-face meeting held on Dec. 1, 2020 with Doug Derito of the Braeden Community:

+ Accessibility to project site and inner alpha loop
+ Excited about the project's public offering: activity lawn, retail space, and restaurants
+ Placement of the hotel and residential areas in relation to the their community, Braeden, the possibility of excessive lighting/light pollution is minimized.
+ Residential units could increase property value

Letters were mailed on Jan 11th and 29th of 2021 informing adjacent property owners. In a separate attachment is a copy of each letter sent. There has not been any feedback to date.

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

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

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

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

Signature of Authorized Agent: _____ Date: 2/2/21

Print Form

The Bailey

Building Use Summary 06.22.21

Bldg.	Use	Function	Code	Commercial	Office	Total	
Hotel				Commercial	Office		
	Boutique Hotel	**100** Guest Rooms	310	105,700			
	Restaurant	Hotel Restaurant	310	9,000			
	Special Event Facility	Hotel Conference	310	8,700			
						123,400	gsf
Wellness Center				Commercial	Office		
	Pool Lounge	Hotel Amenity	310	7,100			
	Office	Medical Office w/ Outpatient Services	720		55,000		
	Drug Store (Pharmacy)	Pharmacy	720	600			
	Spa Services	Med Spa	720	7,000			
	Athletic Facility	Membership	492		58,600		
	Office	Membership Club	710		20,000		
	Restaurant	Membership Dining	820	8,100			
						156,400	gsf
Commercial Bldg 1- Northwinds Plwy				Commercial	Office		
	Restaurant		820	4,000			
	Retail		820	5,000			
	Office	Professional Office	710		18,000		
						27,000	gsf
Commercial Bldg 2- Kimball Br.				Commercial	Office		
	Restaurant		820	3,500			
	Retail		820	12,200			
	Office	Professional Office	710		35,000		
						50,700	gsf
				Commercial	Office		
	Total Area			170,900 gsf	186,600 gsf	**357,500**	gsf
	Structured Parking			883 spaces	386 sf/space	**340,838**	gsf

Parking Requirements	06.22.21	Qty		Req. Spaces	Shared	Adjusted Spaces	Reference
Boutique Hotel							
Hotel							
Business: Hotel	1 space/ room	100	keys	100	25%	75	UDC (2.5.1.B)
	1 employee space/20 rooms			5	25%	4	
	1 space/500sf meeting, retail, restaurant	17,700	sf	35	25%	27	
						105	
Wellness Center							
Hotel							
Business: Hotel	1 space/500sf meeting, retail, restaurant	7,100	sf	14	25%	11	
Medical Office							
Business: Medical Office	1 space/200 sf	55,000	sf	275	25%	206	UDC (2.5.1.B)
Day Spa, Pharmacy							
Business: Retail	1 space/200 sf	7,600	sf	38	25%	29	
Training							
Semipublic: Recreation	1 space/ 500sf court, spectator area	14,200	sf	28	25%	21	UDC (2.5.1.D)
	1 space/200 gsf other patron use areas	44,400	sf	222	25%	167	
Club							
Business: Office	1 space/250 gsf	20,000	sf	80	25%	60	UDC (2.5.1.B)
Business: Restaurant	1 space/ 100sf of entire facility	8,100	sf	81	25%	61	UDC (2.5.1.B)
	Total:	156,400					
Commercial Bldg 1- Northwinds Plwy							
Commercial							
Business: Restaurant	1 space/ 100sf of entire facility	4,000	sf	40	25%	30	UDC (2.5.1.B)
Business: Retail	1 space/200 gsf	5,000	sf	25	25%	19	UDC (2.5.1.B)
Business: Office	1 space/250 gsf	18,000	sf	72	25%	54	
	Total:	27,000					
Commercial Bldg 2- Kimball Br.							
Commercial							
Business: Restaurant	1 space/ 100sf of entire facility	3,500	sf	35	25%	26	UDC (2.5.1.B)
Business: Retail	1 space/200 gsf	12,200	sf	61	25%	46	UDC (2.5.1.B)
Business: Office	1 space/250 gsf	35,000	sf	140	25%	105	
	Total:	50,700					
	Total			1252	Req'd	**939**	Adjusted Spaces Req'd
						883	Structured Parking
						57	Surface Parking
						940	Spaces Provided
Standard Spaces	Min. 80% of required spaces					751	UDC (2.5.5)
Compact Spaces	Max 20% possible					188	UDC (2.5.5)
Electric Vehicle Charging Stations							
	1 station / 25 spaces					38	
Bicycle Parking							
Retail, Office, Hotel, Assembly							
	1 bicycle / 25 required vehicle spaces					50	
Residential- for sale	NA						
Loading Bays	5 spaces per 240,000sf-350,000sf					5	UDC (2.5.3)

Figure 4: Provided Building Use Summary

The Bailey						
Building Use Summary		06.14.21				
Bldg.	Use	Function	Code			Total
Hotel				Commercial	Office	
	Boutique Hotel	**100** Guest Rooms	310	105,700		
	Restaurant	Hotel Restaurant	310	9,000		
	Special Event Facility	Hotel Conference	310	8,700		
						123,400 gsf
Wellness Center				Commercial	Office	
	Pool Lounge	Hotel Amenity	310	7,100		
	Office	Medical Office w/ Outpatient Services	720		53,300	
	Drug Store (Pharmacy)	Pharmacy	720	600		
	Spa Services	Med Spa	720	7,000		
	Athletic Facility	Membership	492		58,600	
	Office	Membership Club	710		19,500	
	Restaurant	Membership Dining	820	9,000		
						155,100 gsf
Commercial Bldg 1- Northwinds Plwy				Commercial	Office	
	Restaurant		820	4,000		
	Retail		820	5,000		
	Office	Professional Office	710		18,000	
						27,000 gsf
Commercial Bldg 2- Kimball Br.				Commercial	Office	
	Restaurant		820	3,500		
	Retail		820	13,000		
	Office	Professional Office	710		35,000	
						51,500 gsf
	Total Area			172,600 gsf	184,400 gsf	**357,000** gsf
	Structured Parking			793 spaces	428 sf/space	**339,404** gsf

Each of the five land uses previously described include formulas and/or graphs to determine the number of trips to expect for both AM and PM peak hours of the adjacent street. The formulas and graphs are included in the appendix, and the results of using the formulas and/or graphs are shown in Table 4 below.

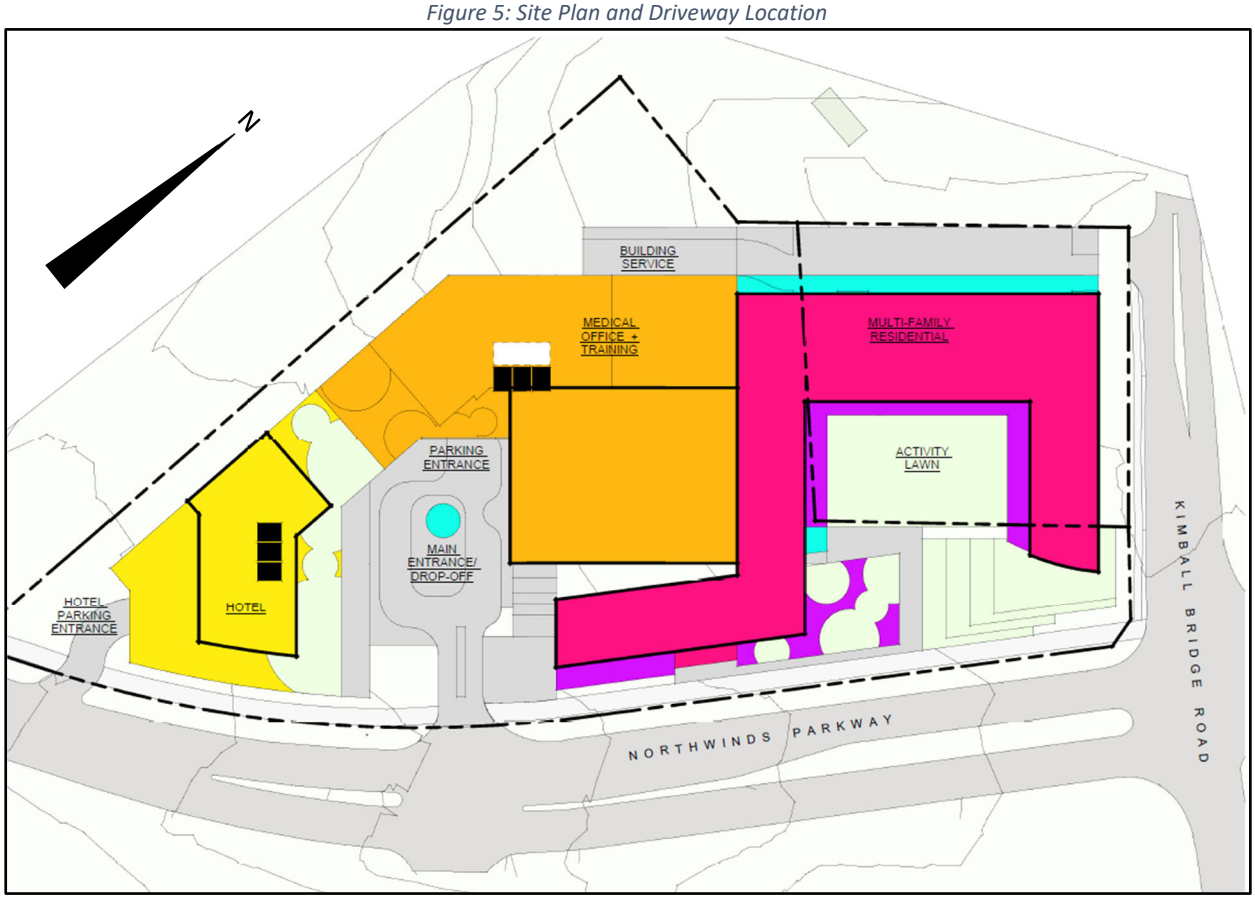
Table 4: Site Generated Volumes

				AM			PM		
Code	USE	gsf	units	**TRIPS**	IN	OUT	**TRIPS**	IN	OUT
310	Hotel Comm.	130,500	100	**45**	26	19	**49**	25	24
710	Office	72,500		**95**	81	14	**84**	13	71
720	Med. Office Pharmacy Med Spa	60,900		**144**	112	32	**208**	58	150
492	Athletic Facility	58,600		**77**	39	38	**175**	100	75
820	Restaurant/Retail	34,500		**169**	105	64	**247**	118	129
			TOTAL	**530**	363	167	**763**	314	449

The traffic volumes generated by the development were distributed among the site's three proposed driveways (two on Northwinds Parkway and one on Kimball Bridge Road). Driveway locations can be seen on Figure 2: Site Plan.

Approximately 60% of traffic associated with land use 310 was assigned to the main/drop-off driveway, as well as roughly 75% of all other traffic. The remaining volumes were assigned to the southernmost driveway labeled "Hotel Parking Entrance".

Figure 5: Site Plan and Driveway Location

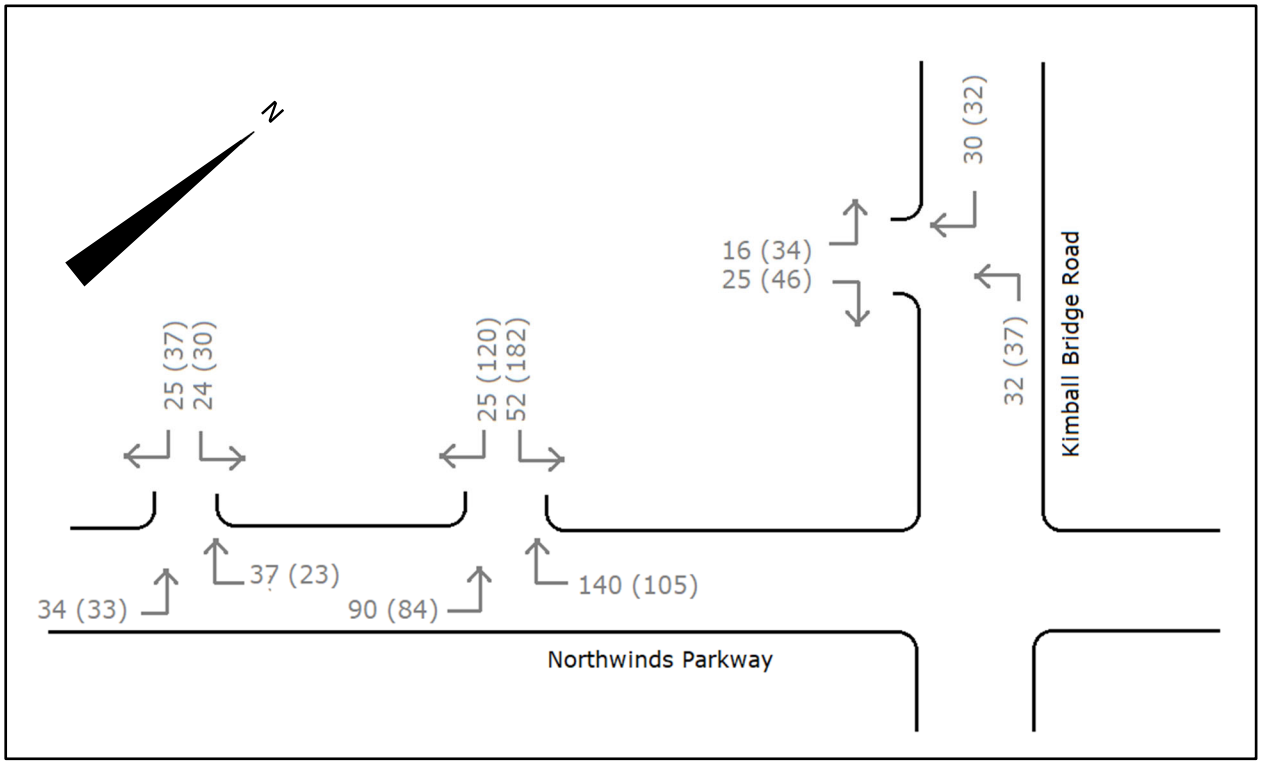


The traffic volumes generated by the proposed site, shown in Table 4, were assigned to each driveway, as explained previously with roughly 55% of exiting/entering vehicles turning right and 45% of vehicles entering or exiting turning left. The resulting site-generated volumes can be seen on Table 5 and Figure 6.

Table 5: Trip Distribution at Site Driveways

	AM			PM		
	TRIPS	IN	OUT	**TRIPS**	IN	OUT
Hotel Parking Entrance	**120**	71	49	**123**	56	67
Main Entrance/ Drop-off	**307**	230	77	**491**	189	302
Driveway on Kimball	**103**	62	41	**149**	69	80

Figure 6: Site Generated Traffic



The origin and destination of the entering and exiting vehicles generated by the proposed development, will be distributed according to the traffic counts that were conducted for this study and overlapped onto the projected 2026 background traffic.

MP-21/01/CLUP-21-02/Z-21-03/CU-21-02/V-21-04
The Bailey/Northwinds

1.5.21

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY

Case #: _____

☐ Fee Paid Initial: _____

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

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

Contact Information:

Contact Name: James Cain (GVSA) Telephone: 404-523-5525

Address: 409 John Wesley Dobbs Ave. Suite:

City Atlanta State: GA Zip: 30312 Fax:

Mobile Tel: Email: jcain@gvsa.com

Subject Property Information:

Address: 2650 NORTHWINDS PKWY Current Zoning: O-I

District: 1 Section: 2 Land Lot: 805&806 Parcel ID: 12 285008050611

Proposed Zoning: MU Current Use: CORPORATE OFFICE

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

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

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

The development will consist of a boutique hotel, a wellness center, above and below grade parking, fine dining restaurant, and a condo building with ground level retail. The wellness center will house a training facility and outpatient services. In addition to the programmatic elements, the site will also further develop a section of the inner loop of the AlphaLoop.

Applicant's Request (Please itemize the proposal):

We are seeking the following:
- an amendment to the CLUP from Corporate Office to Mixed Use
- a zoning change from OI to MU for the intended development program
- a change to the Northwinds Master Plan to include a residential component
- a variance to reduce the require acres for MU from 25 ac to 4.72 ac
- a variance to increase the impervious coverage from 80% to 87%
- a variance to reduce the amenity open space required for residential use from 2.14 acres to 0.1 acres.
- a variance to eliminate the landscape buffer along Kimball Bridge to allow paved retail frontage
- a variance to reduce the setbacks along Kimball Bridge and Northwinds Pkwy from 50ft to 20ft
- a variance to increase curb-cut from 24ft wide to 30ft wide along Northwinds Pkwy
- a variance to increase hotel rooms from 60 to 119

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

The intent of the development is to bring to Alpharetta, a high-end hotel and a professional sports development facility. These facilities are sparse across the country and would bring a new clientele to the area. In addition, the Michelin star restaurant will provide a fine dining experience to Alpharetta as well. To help the city expand on the AlphaLoop, a portion of the project will develop a section of the inner loop along Norhwinds to engage the public and serve as a portal to the greenway nearby. Please refer to the Letter of intent for additional information.

1.5.21

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Bailey LLC. Telephone: 404 986-8768

Address: 8601 Dunwoody Place Suite: 444

City Atlanta State: GA Zip: 30350

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
- [x] Rezoning
- [ ] Conditional Use
- [x] Variance
- [x] Master Plan
- [ ] Land Use Application
- [x] Other

Identify Authorized Applicant:

Name of Authorized Applicant: Goode Van Slyke Architecture Telephone: 404 523-5525

Address: 409 John wesley Dobbs Ave Suite:

City Atlanta State: GA Zip: 30312

So Sworn and Attested:

Owner Signature: Date: Jan 4 2021

Notary:

Notary Signature: Date: 1/4/2021

NOTARY PUBLIC CLAYTON COUNTY, GEORGIA MY COMMISSION EXPIRES JANUARY 2, 2022

1.5.21

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: James Cain (Goode Van Slyke Architecture)

Subject Public Hearing Case: _____

Campaign Contribution Information:

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

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

Name of Official: N/A Position: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

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

Signature: _____ Date: 1/4/21

How will this proposal be compatible with surrounding properties?

Currently the site is undeveloped. With the development of the AlphaLoop, nearby developments are primarily multifamily developments. Our intent is to provide transient and commercial services to the area as well as high-end residential accommodations.

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

The development as intended will expand the commercial and housing success of this corridor. Our hope is that commercial values increase in the immediate adjacency and housing values stay consistent. Our development has 37 condos within the development. 5 are within the hotel and 32 are free standing.

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

The economics of a wellness facility will generally depend on the population whom uses it. In order to provide the facility services to a broader spectrum of the community, the residential aspect would be vital to the economic and social success of the planned development.

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

We are undertaking a trip report. The trip generation report shows a modest increase in daily trips for a development of this kind. Inherently, an outpatient use and dining experiences will generate more daily trips.

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

The impact would be slight as the majority of the development is intended for the transient population. As stated before the non transient population is minimal with 37 for sale dwellings.

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

It is not consistent with the Corporate Office use but is consistent with the intended use of the AlphaLoop by creating an active and usable pathway for residents within an urban fabric.

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

The biggest condition that will affect the development is the AlphaLoop and crafting the development to engage the AlphaLoop in a meaningful way.

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

Yes. With the amount of excavation and slope of the site, a lot of cost will go into making the site usable for construction. To offset that cost, the development program has to expand to improve the rate of return on the economic investment. The viability of the project is subject with getting people to and on the site. The current zoning (OI) encourages industrial developments but does not allow for residential component which are necessary for the development. However the intended future development of this parcel seems inconsistent with nearby developments and direction for the corridor's growth therefor limiting the development under OI would be unjust.

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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 we do not believe that relief would negatively impact the public and is consistent with the intent of the Comprehensive Land Use that the city has adopted for this corridor. The incorporation of the AlphaLoop at this parcel, indicates the desire to provide a expansive public amenity and development of this scale along the loop. As currently witnessed by the Beltline in Atlanta, development along the path is crucial to the success of this kind of public project while not displacing or pricing out any communities from using the pathways. The Kimball Bridge corridor is intended for medium density so having the residential component also seems consistent with the future intent of the area.

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Contact Name: Alux Properties Telephone: (404)986-8768

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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.*

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- [x] Personal Visits
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1.5.21

18-05-10-01 Kimball Bridge Northwind Arborist Report Alpharetta

Reference UDC
Alpharetta, Georgia

Location Map

North

All of the following information is based upon visual field observations and 30 years of practical horticultural experience. No scientific or lab tests have been performed. I certify that all information in this report is true and inclusive to the best of my knowledge and is prepared in good faith.

Outdoor Spaces, LLC

By Scott Hall, Owner

On Site Specimen Evaluation Date: May 21, 2018
Report Date: May 25, 2018
Revised Date:

Outdoor Spaces, LLC
Scott Hall, Owner
RLA, Certified Arborist
Certificate Number: SO-5434A
404-328-6561 Cell
678-965-4784 Fax
scottandcyrena@bellsouth.net

Warranty Disclaimer:

Although, this report will determine whether or not a tree is a specimen or "Tree of Quality"; it is provided as best judgment opinion. Ultimately, the governing body's (City of Alpharetta) arborist or representative shall determine whether a tree is classified as a specimen/"Tree of Quality" or not.

All specimen/"Tree of Quality" tree locations shall be approximate. The provided tree locations shall NOT be GPS located and in no manner shall the provided tree location plan be used or represented as a tree survey. It is the sole responsibility of the OWNER to have all tagged specimen/"Tree of Quality" trees located by a Certified Land Surveyor.

No warranties express or implied are made with respect to the report of aforementioned specimen trees. It is understood the OWNER makes use of this report by the ARBORIST at OWNER's sole risk and that the report is provided as best judgment opinion. In no manner does this report guarantee the life or imply any length of life span of the trees that are determined to be specimens.

Arborist Note:

Due to certain species and undesirable traits, some trees shall be considered in poor condition if the following is true. Numerous trees grown in a native setting may appear to grow as multi-trunk; however this is not desirable in most trees. Most trees that have multi-trunks at the base are usually created when two separate trees grow together or the tree branches off at an early age and they become Co-Dominate Leaders. Either scenario is an undesirable condition for most trees because they both create weak crotches, included bark and/or a prime place for debris and water to get trapped that will always cause decay. In this case these trees become a life safety issue and can not be considered specimen trees.

Some trees are an exception to this rule, such as, but not limited to:

Crape Myrtles, Birches, Wax Myrtles, Red Buds, Fringe Trees, Dogwoods, Hollies, Cedars, Sourwoods, Sweet Bay Magnolias, Red Bays and Live Oaks.

These are an exception because they naturally create sucker growth from the roots and/or trunk or do not typically have the life safety issues because they are not large growing trees.

Reference: Sinclair, Wayne A., 1936. Diseases of Trees and Shrubs / Wayne A. Sinclair and Howard H. Lyon.-2nd Ed. Published 2005

SECTION 3.2 - TREE CONSERVATION, LANDSCAPE, AND BUFFER REQUIREMENTS
(Adopted 05-15-17)

3.2.2 Definitions.

For the purposes of this Section, unless the context indicates otherwise, the following terms shall have the meaning set forth below:

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

Caliper: A standard of trunk measurement for replacement trees. Caliper inches are measured at the height of 6 inches above the ground for trees up to and including 4 inch caliper and 12 inches above the ground for trees larger than 4 inch caliper.

Conifer Tree: Any tree with needle leaves and a woody cone fruit including, but not limited to, pine, juniper and cedar species.

Critical Root Zone (CRZ): The minimum area beneath a tree which must be left undisturbed in order to preserve a sufficient root mass to give a tree a reasonable chance of survival. The Critical Root Zone will typically be represented by a concentric circle centering on the tree's trunk with a radius equal in feet to one and three-tenths times the number of inches of the trunk diameter. EXAMPLE: The CRZ radius of a twenty (20) inch diameter tree is twenty-six (26) feet.

Dead Tree: Any standing tree which is no longer alive or has the ability to sustain itself through natural processes as determined by a qualified professional.

Diameter Breast-Height (DBH): The standard measure of tree size (for trees existing on a site). The tree trunk is measured at a height of 4 1/2 feet above the ground. If a tree splits into multiple trunks below 4 1/2 feet, the trunk is measured at its most narrow point beneath the split.

Guidance Document: A document maintained by the City of Alpharetta Arborist that includes clarifications to requirements with examples and additional technical standards about tree protection, tree planting, species selection, and other information relevant to the protection and replanting of trees in the City of Alpharetta. The document may be revised by the City Arborist as conditions and technical standards evolve.

Hardwood Tree: Any tree that is not coniferous (cone bearing). This definition is based on the colloquialism, and does not necessarily reflect any true qualities of the tree.

International Society of Arboriculture (ISA): A professional organization that promotes the professional practice of arboriculture, sets standards for obtaining professional credentials for arborist, and establishes best practices for tree care, pruning, and protection.

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

Ornamental Tree: A tree that provides a visual impact in the landscape. The impact may be provided through form, bark, branching structure, leaf color, and / or flower color. Typically a small or medium size tree.

Overstory Tree: Those trees that compose the top layer or canopy of vegetation and will generally reach a mature height greater than 40 feet and typically have a spreading canopy.

Pine Tree: An evergreen coniferous tree that has clusters of needle-shaped leaves.

Pruning (Tree Pruning): To cut away dead, overgrown, or undesirable branches or stems. Pruning of trees to be done in compliance with standard arboricultural practices as outlined in ANSI A300 and shall maintain the trees natural form and structure.

Qualified Professional: An International Society of Arboriculture (ISA) Certified Arborist; an American Society of Consulting Arborists (ASCA) Registered Consulting Arborist, or a Registered Forester.

Shade Tree: Any tree that has a spreading canopy that provides partial to full shade to the ground with a minimum height of 20 feet.

Softwood Tree: Any coniferous (cone bearing) tree. This definition is based on the colloquialism, and does not necessarily reflect any true qualities of the tree.

Specimen Tree: Any tree which qualifies for special consideration for preservation due to its size, type, condition, location or historical significance and which also meets the minimum size criteria set forth below.

Size Criteria:

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

Coniferous Trees: 20” diameter or larger for trees in the *cedrus* (deodar cedar), *Thuja* (Arborvitae), or other ecologically similar trees,

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

- 20-inch diameter or larger for trees in the *Fagus* (Beech), *Nyssa* (Tupelo), *Diospyros* (Persimmon), *Sassafras* (Sassafras), *o*r other ecologically similar trees,
- 20-inch diameter or larger for *Magnolia grandiflora* (Southern magnolia) and those cultivars that generally reach a mature height over 40’
- 24-inch (24″) diameter or larger for trees in all other genera

Understory Trees: 8-inch (8″) diameter or larger.

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

See additional requirements for Specimen Trees in The Guidance Document

Street/Streetscape Tree: Any tree located or proposed to be located along a public or private street. The actual location will be determined by the specific zoning district or overlay. In situations where there is limited planting space in the right of way and or safety concerns, street trees may be located at the back of the sidewalk or within the landscape strip on private property and the discretion of the Director.

Structural Root Plate: The zone of rapid root taper that provides the tree stability against wind throw. The radius of the structural root plate is equal to 0.5 feet per inch of DBH.

Tree: Any living, self-supporting woody or fibrous plant which normally obtains a diameter breast height of at least three (3) inches and typically has one (1) main stem or trunk and many branches.

Tree Care Plan: A plan developed to provide an impacted tree the best possible chance of survival. A tree care plan should be prepared by a qualified professional and conform to the requirements of ANSI A300 and the Guidance Document

Tree Grouping: A community of trees as determined by the Director to merit special consideration as an ecological feature based upon species composition, form, structure, age, and condition. Specimen trees and trees of quality may be included in tree groupings and every alternative should be evaluated to save these trees. Except as otherwise provided in Section 3.2., Tree Groupings will be treated as specimen trees for preservation credits and every alternative should be evaluated to save these trees.

Tree of Quality: A tree that merits special consideration due to historical significance, ideal shape and structure, or uniqueness of the species as determined by the Director. Except as otherwise provided in Section 3.2., Trees of Quality will be treated as specimen trees for preservation credits and every alternative should be evaluated to save these trees.

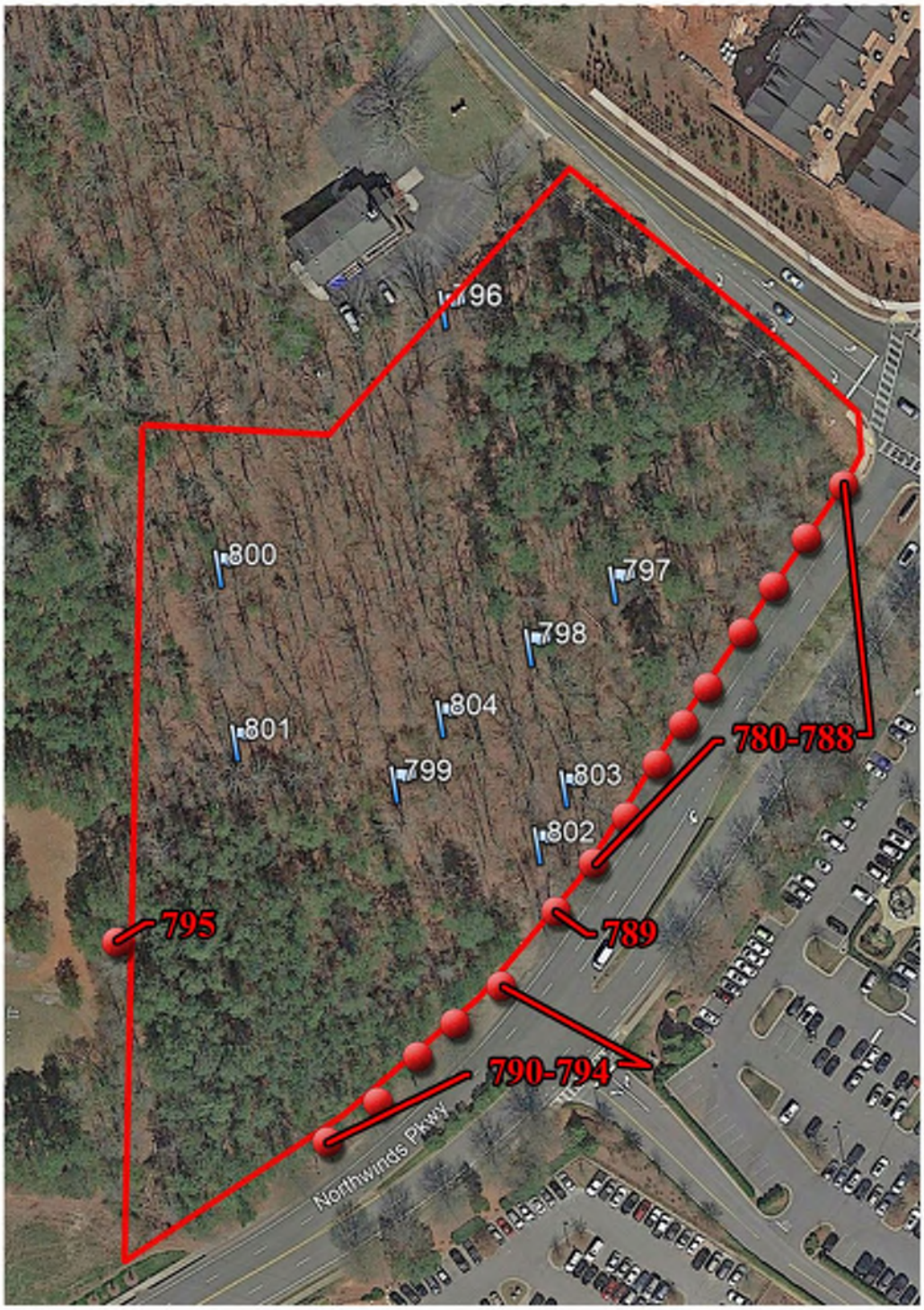
Tree Planting List: List of preferred tree species for use in the City of Alpharetta. Species not included on this list may be approved at the discretion of the Director. The Tree Planting List is included in the Arborist Guidance Document.

Tree Protection Area: An area encompassing the critical root zone of a tree that shall remain in a pervious state.

Tree Save Area: An area designated for the purpose of meeting tree density requirements, saving natural trees, and/or preserving natural buffers that shall remain in a previous state.

Understory Trees: Those trees that grow beneath the overstory, and will generally reach a mature height less than 40 feet. Understory trees may include coniferous trees that meet these same height characteristics.

1.5.21



Notes:
-All tree locations are approximate and have not been field surveyed. Refer to survey for locations.
-All 20" DBH trees within 30' of property line have been identified and specimen size have been evaluated.

Boundary Tree/ Landscape Tree

Tree Location

Not To Scale

North

Specimen Location Plan

18-05-10-01 Kimball Bridge Northwind Arborist Report Alpharetta
(General Observations: The site is middle of the Pioneer Phase of succession. No significant trees observed.)

Tree #	Size/ Species	Health Condition	Structural Condition	Specimen	Comments	Photo # (See Attached)	City of Alpharetta's Assessment
780-788	14-21" Willow Oak	Good	Fair	No	Landscape Tree. Due to condition, this tree should be taken into design consideration.		
789	16" Willow Oak	Poor	Poor	No	Hazard tree with a split trunk. Tree should be removed. Due to condition tree is not a design consideration.	1	
790-794	14-20" Willow Oak	Good	Fair	No	Landscape Tree. Due to condition, this tree should be taken into design consideration.		
795	21" Pine	Good	Good	No	Boundary Tree. Due to condition, this tree should be taken into design consideration.		
796	28" White Oak	Poor	Poor	No	In decline with numerous limbs dead/ gone. Trunk canker. Possible Hypoxylon Canker. 2 Co-Dominate Leaders with weak crotches and included bark. Due the species, a multi-stem tree at or near the base of the tree is undesirable and a life safety issue. Due to condition tree is not a design consideration.	2-4	
797	13" Sourwood	Poor	Poor	No	In decline with numerous limbs dead/ gone. Due to condition tree is not a design consideration.	5	
798	30" White Oak	Poor	Poor	No	Trunk sounds hollow. 2 Co-Dominate Leaders with severe decay in crotch and included bark. Due the species, a multi-stem tree at or near the base of the tree is undesirable and a life safety issue. Due to condition tree is not a design consideration.	6	
799	24" White Oak	Fair	Poor	No	Large limb dead causing decay in trunk. In decline with numerous limbs dead/ gone. 2 Co-Dominate Leaders with weak crotches and included bark. Due the species, a multi-stem tree at or near the base of the tree is undesirable and a life safety issue. Due to condition tree is not a design consideration.	7	
800	18" Hickory	Good	Good	No	Tree of Quality. Due to condition, this tree should be taken into design consideration.		
801	10" Sourwood	Good	Good	Yes	Due to condition, this tree should be taken into design consideration.		
802	24"(14"-13") White Oak	Poor	Poor	No	2 Co-Dominate Leaders with large cavity in crotch and included bark. Due the species, a multi-stem tree at or near the base of the tree is undesirable and a life safety issue. Due to condition tree is not a design consideration.	8	

18-05-10-01 Kimball Bridge Northwind Arborist Report Alpharetta
(General Observations: The site is middle of the Pioneer Phase of succession. No significant trees observed.)

Tree #	Size/ Species	Health Condition	Structural Condition	Specimen	Comments	Photo # (See Attached)	City of Alpharetta's Assessment
803	33"916"-13"-8") Hickory	Fair	Poor	No	3 Trees grown together creating Co-Dominate Leaders with decay in crotches and included bark. Large cavity in trunk. Barbed wire in trunk. Due the species, a multi-stem tree at or near the base of the tree is undesirable and a life safety issue. Due to condition tree is not a design consideration.	9-10	
804	38"(18"-13"-12"-9") White Oak	Poor	Poor	No	4 Co-Dominate Leaders with weak crotches and included bark. Cavity with decay and active gummosis. Due the species, a multi-stem tree at or near the base of the tree is undesirable and a life safety issue. Due to condition tree is not a design consideration.	11	

1.5.21

Photo 1

Photo 2

Photo 3

1.5.21

Photo 4

1.5.21

Photo 5

Photo 6

Photo 7

Photo 8

Photo 9

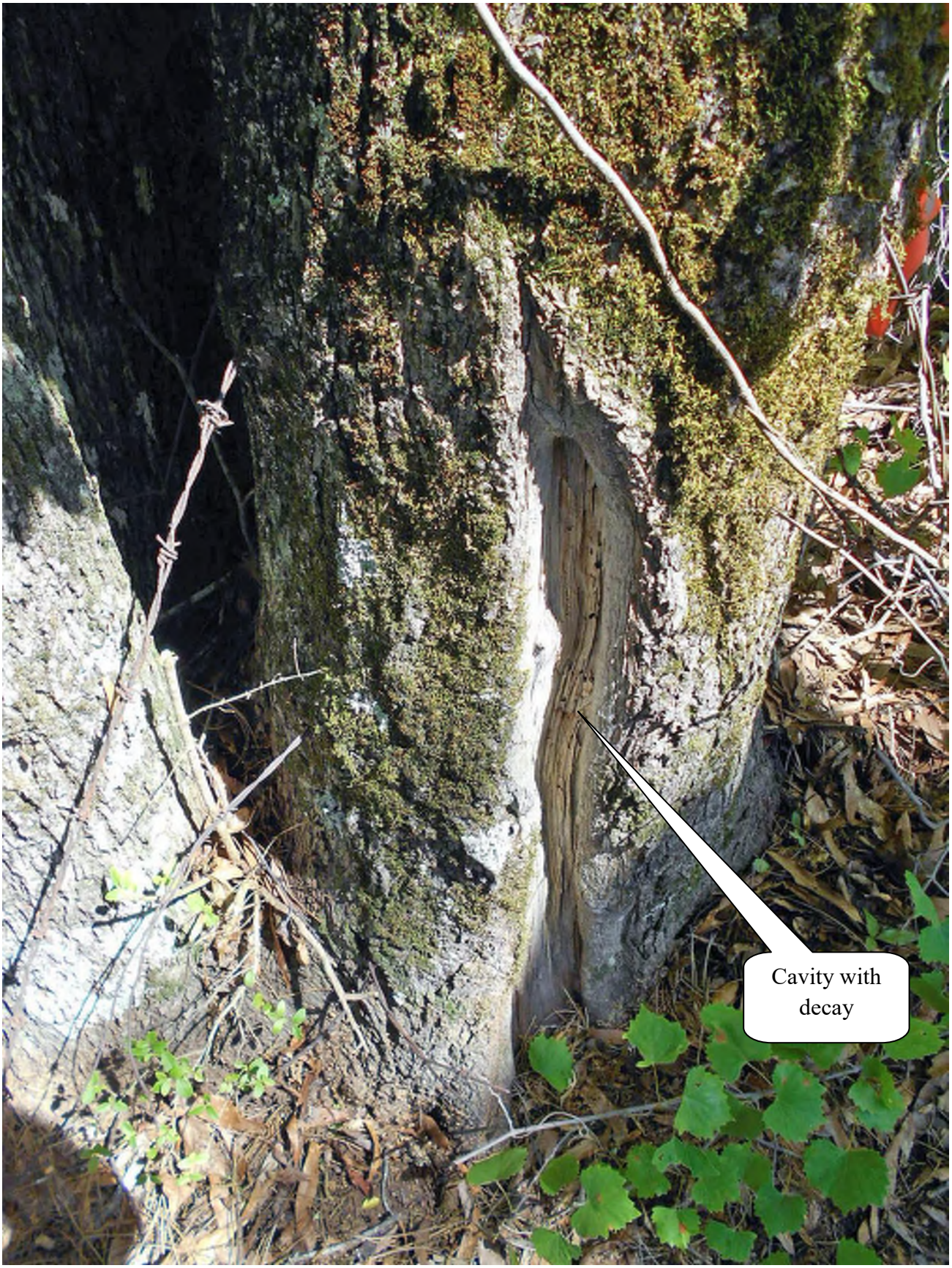


Photo 10

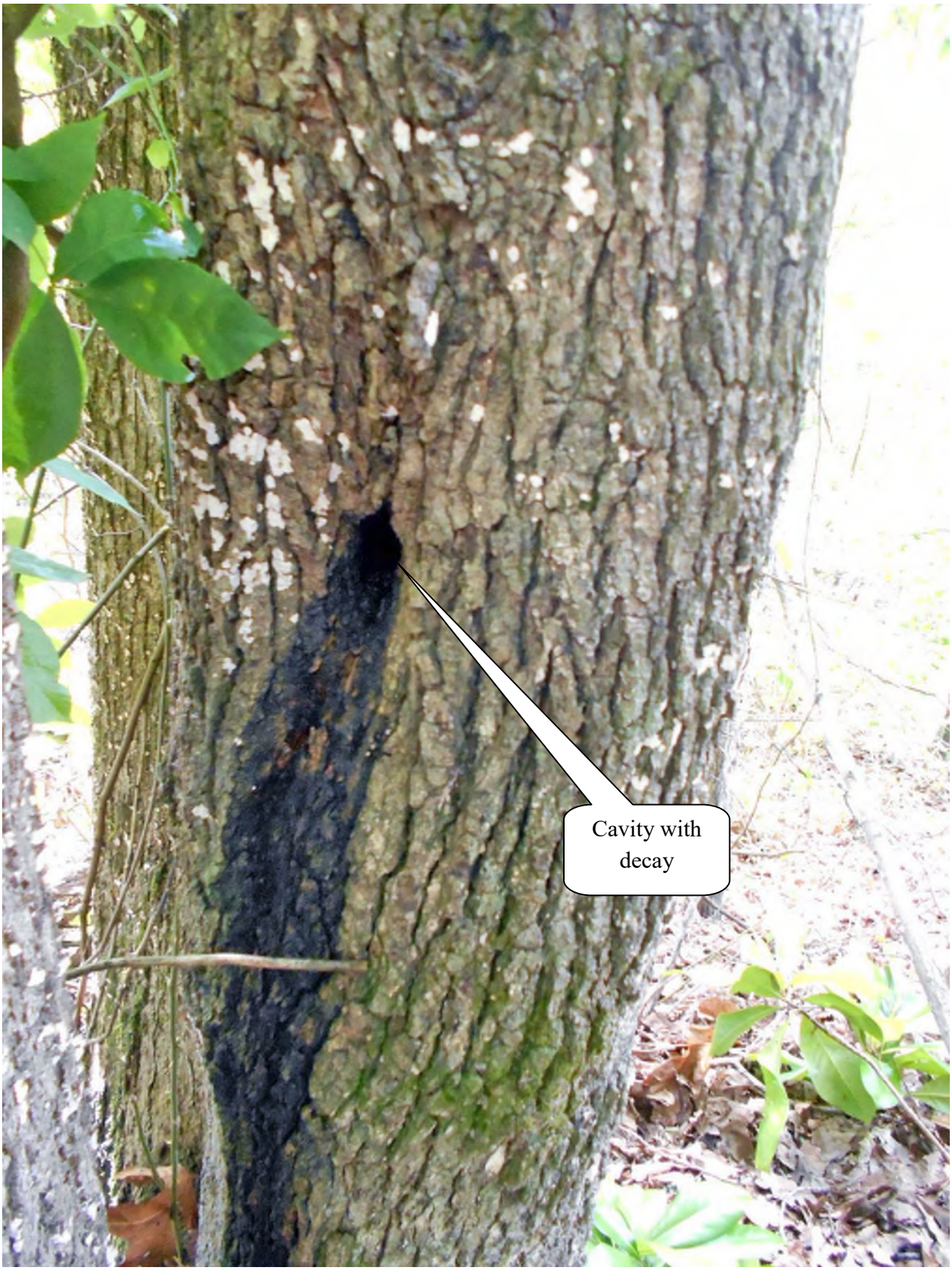
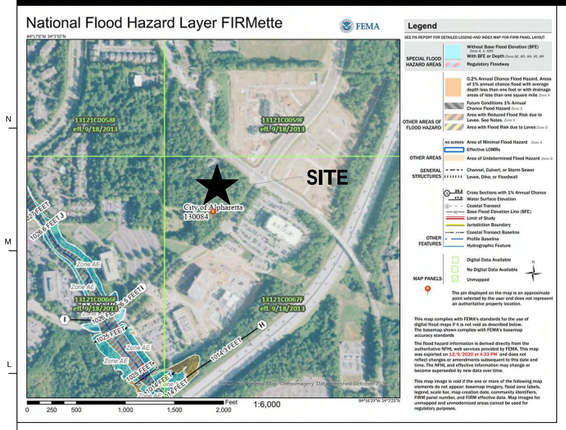


Photo 11



LEGEND

- UNDERGROUND STORMWATER POND
- BUILDING
- SIDEWALK
- LANDSCAPED AREA
- PAVEMENT

LOCATION MAP

STREET ADDRESS: KIMBALL BRIDGE RD & NORTHWINDS PKWY
ALPHARETTA, GA 30009

SITE DATA NOTES

PROJECT ADDRESS:	2650 NORTHWINDS PKWY ALPHARETTA, GEORGIA 30009
OWNER:	ALUX PROPERTIES 8601 DUNWOODY PL, STE 444 ATLANTA, GA 30350
ARCHITECT:	GOODE VAN SLYKE ARCHITECTURE INC 409 JOHN WESLEY DOBBS AVENUE ATLANTA, GEORGIA, 30312 (404) 523-5525
ENGINEER:	LONG ENGINEERING, INC. 2550 HERITAGE COURT SUITE 250 ATLANTA, GEORGIA 30339 770-951-2495
LL/DIST:	805 & 806/1 SECT 2
EXISTING ZONING:	OI, OP
PROPOSED ZONING:	MU
BUILDING SETBACK LINES:	FRONT: 20' REAR: 15' SIDE: 15' ALPHA LOOP: 20' MIN

PARCEL ID: 12 285008050611

REQUIRED LOT AREA: 25 AC
ACTUAL LOT AREA: 4.72 AC

PARKING SUMMARY:

REQUIRED PARKING:	767 SP
PROPOSED PARKING:	579 SP
EV PARKING:	32

PARKING BREAKDOWN:

BOUTIQUE HOTEL:
1 SP/ROOM, 1 EMPLOYEE SP/20 ROOMS, 1 SP/500 SF FOR SPECIAL USE SPACE.

HOTEL GUESTS:	119
HOTEL STAFF:	6
HOTEL AMENITY:	26

WELLNESS CENTER:
PUBLIC PLACES FOR ASSEMBLY REQUIRE 1 SP/500 SF OF SPECTATOR AREA PLUS 1 SP/200 SF DIRECTED FOR OTHER PATRON USE.

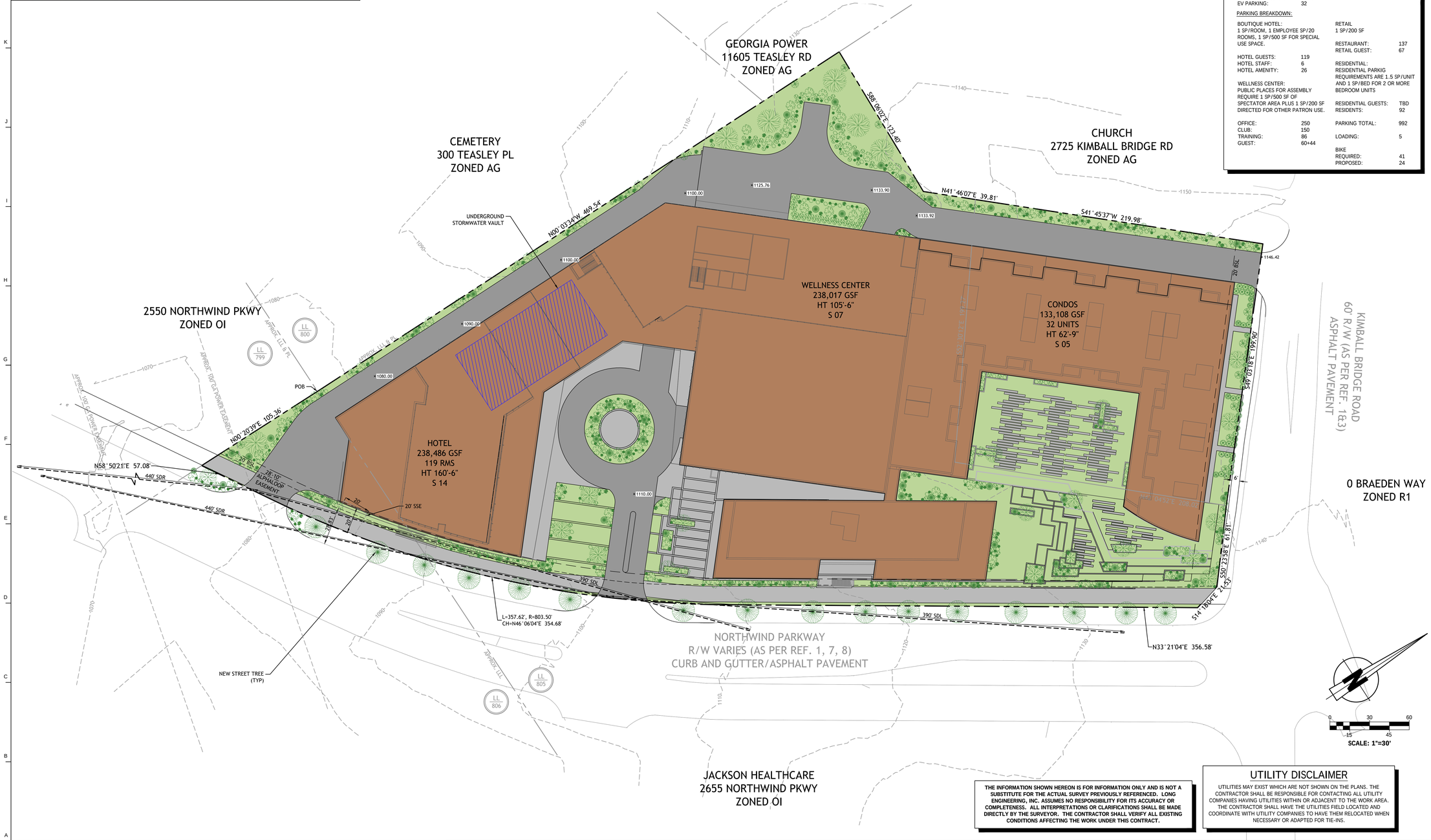
OFFICE:	250
CLUB:	150
TRAINING:	86
GUEST:	60+44

RETAIL
1 SP/200 SF

RESTAURANT:	137
RETAIL GUEST:	67

RESIDENTIAL:
RESIDENTIAL PARKIG REQUIREMENTS ARE 1.5 SP/UNIT AND 1 SP/BED FOR 2 OR MORE BEDROOM UNITS

RESIDENTIAL GUESTS:	TBD
RESIDENTS:	92
PARKING TOTAL:	992
LOADING:	5
BIKE REQUIRED:	41
BIKE PROPOSED:	24



THE INFORMATION SHOWN HEREON IS FOR INFORMATION ONLY AND IS NOT A SUBSTITUTE FOR THE ACTUAL SURVEY PREVIOUSLY REFERENCED. LONG ENGINEERING, INC. ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY OR COMPLETENESS. ALL INTERPRETATIONS OR CLARIFICATIONS SHALL BE MADE DIRECTLY BY THE SURVEYOR. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AFFECTING THE WORK UNDER THIS CONTRACT.

UTILITY DISCLAIMER

UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES HAVING UTILITIES WITHIN OR ADJACENT TO THE WORK AREA. THE CONTRACTOR SHALL HAVE THE UTILITIES FIELD LOCATED AND COORDINATE WITH UTILITY COMPANIES TO HAVE THEM RELOCATED WHEN NECESSARY OR ADAPTED FOR TIE-INS.

The Bailey

2650 Northwinds Pkwy
Alpharetta, Georgia 30009

Goode Van Slyke Architecture

ARCHITECT
Goode Van Slyke Architecture Inc
409 John Wesley Dobbs Avenue
Atlanta, GA 30312
404.523.5525

CIVIL ENGINEER
Long Engineering, LLC
2550 Heritage Ct. SE #250
Atlanta, GA 30339
770.951.2495

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Key Plan

seal/signature

rev	date	description
—		—

date	12/30/2020
phase	BUILDING PERMIT SET
issued for	REZONING
project number	XXXX

SITE PLAN

sheet number

C-3.0

TITLE COMMITMENT NO. GA-180247
SCHEDULE B, SECTION 2

12. Declaration of Covenants, Conditions, and Restrictions for Northwind Business Association filed May 2, 1994, in Deed Book 18204, Page 151, as amended by and last assigned to BRE/COH GA LLC by Assignment filed December 15, 2011, in Deed Book 50701, Page 623, Fulton County, Georgia records. (Affects the property as shown hereon)
13. Restrictive Covenants and Agreements as contained in deed from Northwind Realty Corporation, as agent to Oleifera Investments Limited to Northpoint Partners, Inc. dated April 29, 1994 and recorded May 2, 1994 in Deed Book 18204, Page 228, aforesaid records. Affects – Not Plottable
14. Easements and Agreements as contained in deed from Pope & Land Northwind L.L.C. to The Adaptive Learning Center for Infants and Children, Inc., filed April 22, 1997 in Deed Book 22493, Page 1, aforesaid records. (Does affect the property As shown hereon)
15. Sewer Easement to Fulton County filed May 23, 1979 in Deed Book 7250, Page 424, aforesaid records. Does not affect
16. The following easements in favor of Georgia Power Company:
a. Filed January 10, 1938 in Deed Book 1692, Page 5; Vague – not plottable – may affect and
b. Filed November 8, 1957 in Deed Book 3276, Page 105, aforesaid records. Vague – not plottable – may affect
17. Restrictions and agreements as contained in Easement Agreement by and between Northwind Realty Corporation, as Agent for Oleifera Investments Limited and Northpoint Partners Inc., dated April 29, 1994, recorded May 2, 1994 in Deed Book 18204, Page 240, aforesaid records. Does not affect
18. Easements contained in deed from Pope & Land Northwind, L.L.C., a Georgia limited liability company to Weeks Realty, L.P. dated October 15, 1996, recorded October 18, 1996 in Deed Book 21678, Page 33, aforesaid records. Does not affect
19. Restrictions and covenants in deed to TPS Partners, LLC dated November 26, 1996, recorded in Deed Book 21833, Page 164, aforesaid records. Easements do not affect and restrictions have expired
20. Restrictions as contained in Corrective Limited Warranty Deed from Haynes Bridge Associates, a Georgia joint venture to The City of Alpharetta filed June 21, 1988 in Deed Book 11631, Page 334, aforesaid records. Does not affect
21. Construction and maintenance easement contained in State Highway Department of Georgia Slope Easement from Mrs. Marie B Hunter and Mrs. Arizona B. Price to Stae Highway Department of Georgia and the City of Fulton County, Georgia, dated October 18, 1966, revised July 24, 1967 and signed February 21, 1968, rfecorded February 23, 1968 in Deed Book 4860, Page 532, aforesaid records. (Does not affect the property)
22. Easements conveyed and access rights relinquished in State Highway Department of Georgia Right of Way Deed (Limited Access) from Prince O. Price and Arizona B. Price to State Highway Department of Georgia, dated February 1, 1968, recorded in Deed Book 4859, Page 573, aforesaid records. (Does not affect the property)
23. Easements conveyed and access rights relinquished in Corrective Warranty Deed from Prince O. Price and Arizona B. Price to State Highway Department of Georgia, dated February 14, 1968, recorcorded May 2, 1968 in Deed Book 4893, Page 116, aforesaid records, to correct State Highway Department of Georgia Right of Way Deed (Limited Access) from Prince O. Price and Arizona B. Price to State Highway Department of Georgia, dated February 1, 1968, recorded in Deed Book 4859, Page 573, aforesaid records.(Does not affect the property)
24. Permit for Anchors, Guy Poles and Wires from Dorothy Anderson to Georgia Power Company, dated June 28, 1977, recorded August 18, 1977 in Deed Book 6770, Page 351, aforesaid records. (Does not affect the property) May affect
25. Right of Way Easement from Dorothy Anderson to Southern Bell Telephone and Telegraph Company, dated November 22, 1988, recorded December 13, 1988 in Deed Book 12112, Page 300, aforesaid records. (Affects the property as shown hereon)
26. Easement for Anchors Guy Poles and Wires from Dorothy Anderson to Georgia Power Company, dated May 20, 2004, recorded June 29, 2004 in Deed Book 37996, Page 191, aforesaid records. (Does affect property – Cannot depict graphically)
27. Easement for Anchors Guy Poles and Wires from Dorothy Mae Anderson to Georgia Power Company, dated May 20, 2004, recorded July 2, 2004 in Deed Book 38010, Page 608, aforesaid records. (Does not affect

LEGAL DESCRIPTION – PERIMETER

All that tract and parcel of land lying in or being in Land Lots 805 and 806, 1st Land District, 2nd Section, in the City of Alpharetta, Fulton County, Georgia, being more particularly described as follows:

Beginning at a nail at the base of an AIF (angle iron pin found) at the common corner of land lots 799, 800, 805, and 806;
Thence N 00°03'34" W a distance of 469.54' to a 1/2" RBF (rebar pin found);
Thence S 88°06'02" E a distance of 123.40' to a 3/4" CTF (crimp top pin found);
Thence N 41°46'07" E a distance of 39.81' to a 3/4" CTF;
thence S 52°30'12" E a distance of 199.27' to a 3/8" RBF;
thence N 42°04'52" E a distance of 208.02' to a 1/2" RBF;
thence, along the R/W (right of way) of Kimball Bridge Road (R/W being 60' in width), S 50°23'56" E a distance of 61.81' to a CP (calculated point);
Thence, leaving the R/W of Kimball Bridge Road and continuing along the R/W of Northwind Parkway (R/W varies in width), S 14°18'04" E a distance of 21.53' to a CP;
Thence S 33°21'04" W a distance of 356.58' to a CP;
Thence with a curve turning to the right with an arc length of 357.62', with a radius of 803.50', with a chord bearing of S 46°06'04" W, with a chord length of 354.68', to a CP;
Thence S 58°50'21" W a distance of 57.08' to a 1/2" RBF;
Thence, leaving the R/W of Northwind Parkway, N 00°20'39" E a distance of 105.36' to a nail at the base of an AIF, which is the point of beginning.

Said property contains 205,756 square feet, 4.72 acres more or less.

LEGAL DESCRIPTION TRACT 1

All that tract and parcel of land lying in or being in Land Lots 805 and 806, 1st Land District, 2nd Section, in the City of Alpharetta, Fulton County, Georgia, being more particularly described as follows:

Beginning at a nail at the base of an AIF (angle iron pin found) at the common corner of land lots 799, 800, 805, and 806;
Thence N 00°03'34" W a distance of 469.54' to a 1/2" RBF (rebar pin found);
Thence S 88°06'02" E a distance of 123.40' to a 3/4" CTF (crimp top pin found);
Thence N 41°46'07" E a distance of 39.81' to a 3/4" CTF;
thence S 52°30'12" E a distance of 199.27' to a 3/8" RBF;
thence N 42°04'52" E a distance of 208.02' to a 1/2" RBF;
thence, along the R/W (right of way) of Kimball Bridge Road (R/W being 60' in width), S 50°23'56" E a distance of 61.81' to a CP (calculated point);
Thence, leaving the R/W of Kimball Bridge Road and continuing along the R/W of Northwind Parkway (R/W varies in width), S 14°18'04" E a distance of 21.53' to a CP;
Thence S 33°21'04" W a distance of 356.58' to a CP;
Thence with a curve turning to the right with an arc length of 357.62', with a radius of 803.50', with a chord bearing of S 46°06'04" W, with a chord length of 354.68', to a CP;
Thence S 58°50'21" W a distance of 57.08' to a 1/2" RBF;
Thence, leaving the R/W of Northwind Parkway, N 00°20'39" E a distance of 105.36' to a nail at the base of an AIF, which is the point of beginning.

Said property contains 163,111 square feet, 3.74 acres more or less.

LEGAL DESCRIPTION TRACT 2

All of that tract or parcel of land lying and being in Land lot 805 of the 1st Land District, 2nd Section, in the City of Alpharetta, Fulton County, Georgia, being more particularly described as follows;

Beginning at a point at the northerly end of a miter forming the intersection of the westerly right-of-way line of Northwind Parkway (R/W varies) with the southerly right-of-way line of Kimball Bridge Road (60' R/W): THENCE North 50 degrees 23 minutes 56 seconds East for a distance of 61.81 feet to a point being the Point of Beginning;

THENCE South 42 degrees 04 minutes 52 seconds West for a distance of 208.02 feet to a 3/8" rebar pin found;
THENCE North 52 degrees 30 minutes 12 seconds West for a distance of 199.27 feet to a 3/4" crimp top pin found;
THENCE North 41 degrees 45 minutes 37 seconds East for a distance of 219.98 feet to a 3/4" crimp top pin found;
THENCE along the Southern Right-of-way of Kimbrall Bridge Road (60' R/W) South 49 degrees 03 minutes 18 seconds East for a distance of 199.90 feet to a 1/2" rebar pin found being the Point of Beginning.

Said property contains 0.98 acres more or less.

TABLE OF BLANKET EASEMENTS CONTAINED WITHIN TITLE EXCEPTIONS OF RECORD:

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTHWIND BUSINESS ASSOCIATION (EXCEPTION 12; WHICH SUBJECTS THE SUBJECT PARCEL TO THE FOLLOWING EASEMENTS)

A. EASEMENT OF ENCROACHMENT (SEE EXCEPTION 12 & 14; UNABLE TO GRAPHICALLY DEPICT)
B. EASEMENT FOR UTILITIES, ETC. (SEE EXCEPTION 12 & 14; UNABLE TO GRAPHICALLY DEPICT)
C. EASEMENT FOR LAKE AND POND MAINTENANCE AND FLOOD WATER (SEE EXCEPTION 12 & 14; UNABLE TO GRAPHICALLY DEPICT)
D. EASEMENTS TO SERVE ADDITIONAL PROPERTY (SEE EXCEPTION 12 & 14; UNABLE TO GRAPHICALLY DEPICT)
E. RIGHT OF ENTRY (SEE EXCEPTION 12 & 14; UNABLE TO GRAPHICALLY DEPICT)
F. EASEMENT FOR SPECIAL EVENTS (SEE EXCEPTION 12 & 14; UNABLE TO GRAPHICALLY DEPICT))
G. EASEMENT FOR ACCESS (SEE EXCEPTION 12 & 14; UNABLE TO GRAPHICALLY DEPICT)
H. EASEMENT FOR STORM WATER DRAINAGE AND RUNOFF (SEE EXCEPTION 12 & 14; UNABLE TO GRAPHICALLY DEPICT)
I. EASEMENTS FOR ADJACENT PROPERTY AND COST SHARING (SEE EXCEPTION 12 & 14; UNABLE TO GRAPHICALLY DEPICT)

FLOOD NOTE:

THIS PROPERTY IS NOT LOCATED WITHIN A FLOOD HAZARD AREA AS PER FIRM FLOOD INSURANCE RATE MAP OF THE CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA COMMUNITY PANEL NO. 130084 0067 F EFFECTIVE DATE: SEPTEMBER 18, 2013.

NOTES:

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 325,103 FEET.

THIS PLAT OR SURVEY IS FOR THE EXCLUSIVE USE OF THE PARTY OR PARTIES LISTED UNDER THE CAPTION "SURVEY FOR:". ANY THIRD PARTY USE TO BE AT THEIR OWN RISK.

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION. AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

William J. Gilbert Dated: 08/02/2018
William J. Gilbert Ga . RLS # 2843

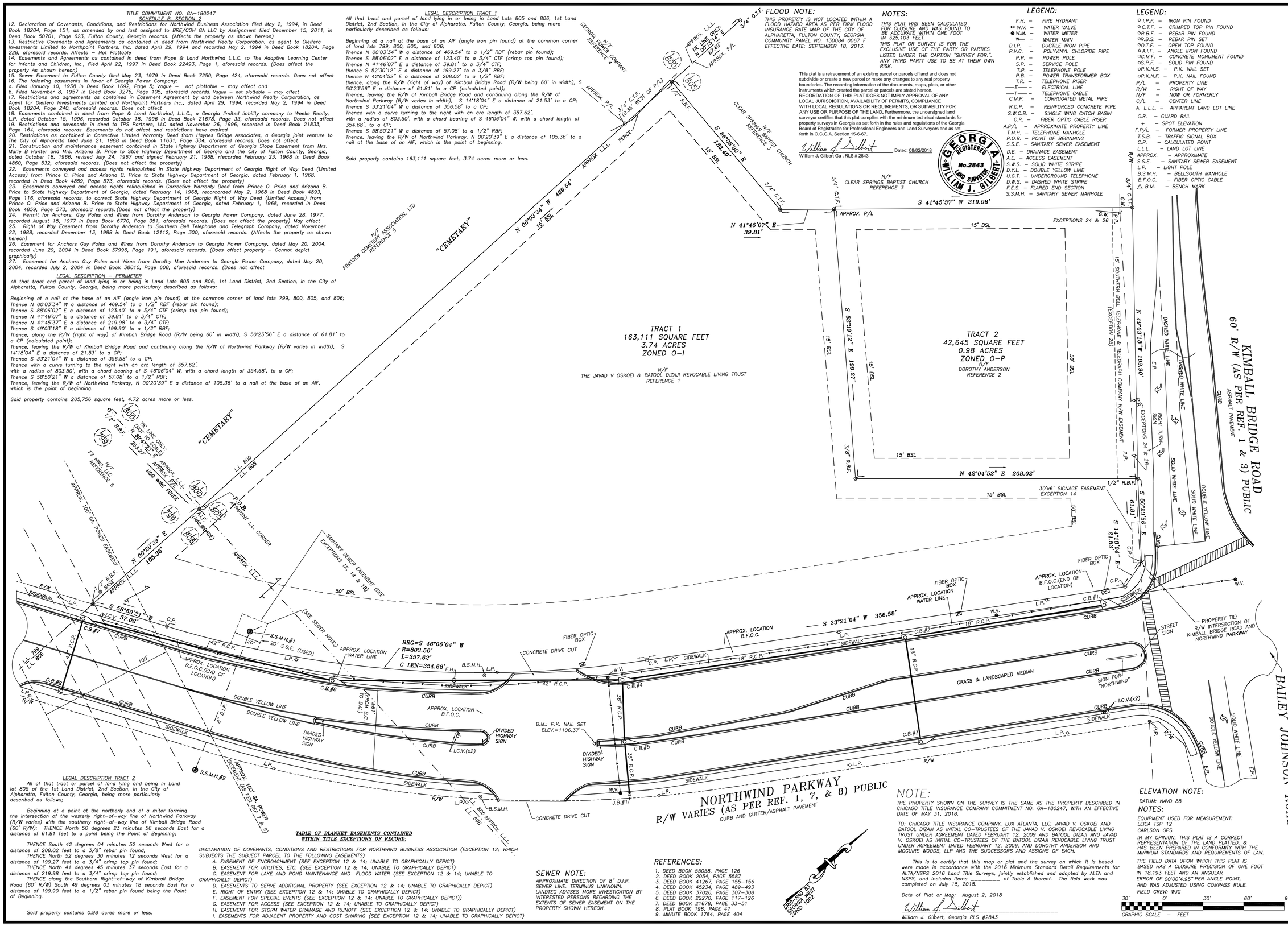
GEORGIA REGISTERED No.2843 LAND SURVEYOR WILLIAM J. GILBERT

LEGEND:

F.H. – FIRE HYDRANT
W.V. – WATER VALVE
W.M. – WATER METER
W — WATER MAIN
D.I.P. – DUCTILE IRON PIPE
P.V.C. – POLYVINYL CHLORIDE PIPE
P.P. – POWER POLE
S.P. – SERVICE POLE
T.P. – TELEPHONE POLE
P.B. – POWER TRANSFORMER BOX
T.R. – TELEPHONE RISER
—E— – ELECTRICAL LINE
—T— – TELEPHONE CABLE
C.M.P. – CORRUGATED METAL PIPE
R.C.P. – REINFRCED CONCRETE PIPE
S.W.C.B. – SINGLE WING CATCH BASIN
C.R. – FIBER OPTIC CABLE RISER
A.P/L – APPROXIMATE PROPERTY LINE
T.M.H. – TELEPHONE MANHOLE
P.O.B. – POINT OF BEGINNING
S.S.E. – SANITARY SEWER EASEMENT
D.E. – DRAINAGE EASEMENT
A.E. – ACCESS EASEMENT
S.W.S. – SOLID WHITE STRIPE
D.Y.L. – DOUBLE YELLOW LINE
U.G.T. – UNDERGROUND TELEPHONE
D.W.S. – DASHED WHITE STRIPE
F.E.S. – FLARED END SECTION
S.S.M.H. – SANITARY SEWER MANHOLE

LEGEND:

I.P.F. – IRON PIN FOUND
C.T.F. – CRIMPED TOP PIN FOUND
R.B.F. – REBAR PIN FOUND
R.B.S. – REBAR PIN SET
O.T.F. – OPEN TOP FOUND
A.I.F. – ANGLE IRON FOUND
C.M.F. – CONCRETE MONUMENT FOUND
S.P.F. – SOLID PIN FOUND
P.K.N.S. – P.K. NAIL SET
P.K.N.F. – P.K. NAIL FOUND
P/L – PROPERTY LINE
R/W – RIGHT OF WAY
N/F – NOW OR FORMERLY
C/L – CENTER LINE
L.L.L. – APPARENT LAND LOT LINE
G.R. – GUARD RAIL
+ – SPOT ELEVATION
F.P./L – FORMER PROPERTY LINE
T.S.B. – TRAFFIC SIGNAL BOX
C.P. – CALCULATED POINT
L.L.L. – LAND LOT LINE
APPROX. – APPROXIMATE
S.S.E. – SANITARY SEWER EASEMENT
L.P. – LIGHT POLE
B.S.M.H. – BELLSOUTH MANHOLE
B.F.O.C. – FIBER OPTIC CABLE
B.M. – BENCH MARK



NOTE:

THE PROPERTY SHOWN ON THE SURVEY IS THE SAME AS THE PROPERTY DESCRIBED IN CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. GA-180247, WITH AN EFFECTIVE DATE OF MAY 31, 2018.

TO: CHICAGO TITLE INSURANCE COMPANY, LUX ATLANTA, LLC, JAVAD V. OSKOEI AND BATOOL DIZAJI AS INITIAL CO-TRUSTEES OF THE JAVAD V. OSKOEI REVOCABLE LIVING TRUST UNDER AGREEMENT DATED FEBRUARY 12, 2009 AND BATOOL DIZAJI AND JAVAD V. OSKOEI AS INITIAL CO-TRUSTEES OF THE BATOOL DIZAJI REVOCABLE LIVING TRUST UNDER AGREEMENT DATED FEBRUARY 12, 2009, AND DOROTHY ANDERSON AND MCGUIRE WOODS, LLP AND THE SUCCESSORS AND ASSIGNS OF EACH.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS 2016 Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items _____ of Table A thereof. The field work was completed on July 18, 2018.

Date of Plat or Map: August 2, 2018

William J. Gilbert, Georgia RLS #2843

SEWER NOTE:

APPROXIMATE DIRECTION OF 8" D.I.P. SEWER LINE. TERMINUS UNKNOWN. LANDTEC ADVISES MORE INVESTIGATION BY INTERESTED PERSONS REGARDING THE EXTENTS OF SEWER EASEMENT ON THE PROPERTY SHOWN HEREON.

REFERENCES:

1. DEED BOOK 55058, PAGE 126
2. DEED BOOK 2054, PAGE 5587
3. DEED BOOK 41267, PAGE 155–156
4. DEED BOOK 45234, PAGE 489–493
5. DEED BOOK 37020, PAGE 307–308
6. DEED BOOK 22270, PAGE 117–126
7. DEED BOOK 21678, PAGE 33–51
8. PLAT BOOK 198, PAGE 47
9. MINUTE BOOK 1784, PAGE 404

ELEVATION NOTE:

DATUM: NAVD 88

NOTES:

EQUIPMENT USED FOR MEASUREMENT:
LEICA TSP 12
CARLSON GPS

IN MY OPINION, THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED, & HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 18,193 FEET AND AN ANGULAR ERROR OF 00°00'4.95" PER ANGLE POINT, AND WAS ADJUSTED USING COMPASS RULE.

FIELD CREW: WJG

30' 0' 30' 60' 90'
GRAPHIC SCALE – FEET

REVISIONS:

DATE:	COMMENTS:
8/13/2018	PER ATTORNEY'S COMMENTS

SEAL: GEORGIA REGISTERED No.2843 LAND SURVEYOR WILLIAM J. GILBERT

landtec Surveying
205 WILLIAMS BRIDGE ROAD,
TOCCOA, GEORGIA 30577
PHONE: (678) 780-8832
JGILBERT@LANDTECCO.COM

ALTA/ACSM LAND TITLE SURVEY FOR:
CHICAGO TITLE INSURANCE COMPANY &
LUX ATLANTA, LLC
LOCATED IN:
LAND LOTS 805 & 806, 1ST LAND DISTRICT, 2ND SECTION
THE CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA

SCALE: 1" = 30'
PLAT DATE: AUGUST 2, 2018
PROJECT NO.: 18-015
SHEET NUMBER: 1 OF 1
FILE NAME: 18-015-ALTA
P.M: W.J.G.

December 31, 2020

To: Department of Community Development
2 Park Plaza
Alpharetta, Georgia 30009

The development at 2650 Northwind Parkway, at the intersection of Kimball Bridge Rd and Northwinds, is intended to be a multi-use complex aiming to redefine the look, feel, and meaning of an athletic facility. The tech-centric Wellness Center (146,294 sf) primarily for progressive science-based rehabilitation and analytics will also provide outpatient services and offices. The exquisite boutique hotel (119 keys and 123,338 sf) and the condominium building (32 units and 166,614 sf) providing upscale accommodations and retail and dining experiences.

The current zoning of the parcel is OI (office institutional) which dictates a very narrow development use. The parcel has previously been through the variance process (please refer to MP-18-05/Z-18-04) and we would like to maintain the some of the conditions approved and seek further amendments. A few that we would like to preserve in perpetuity are the following:

- Free standing retail
- Corner of Northwinds and Kimball Bridge preserved as open space to incorporate decorative hard- and landscapes.
- Three (3) site access locations: two (2) along Northwinds and one (1) along Kimball Bridge
- Twelve-foot (12') multi-use path for the AlphaLoop with enhancements

In addition, we are now seeking an amendment to the CLUP and Northwinds Masterplan, a change of zoning to mixed used (MU), and several variances for the development of the site as described above. Please refer to the application for the complete list of variances sought. Three (3) such variances are to increase the number of hotel rooms, the maximum impervious coverage of the site, and to reduce the amenity open space requirement.

According to the Northwinds Master Plan at the time of the previous submission, Pod A was afforded 284 hotel rooms. Our intent is to provide 119 rooms, an increase of 59 rooms from the previous submission.

The site as it sits today slopes from one end to the other around 80 feet. Because a lot of excavation to create buildable areas would occur, a utilitarian approach to use underground parking to span and connect under the program massing would be expansive and therefore a maximum of 80% impervious coverage would infringe upon the possible development of the site. Parking for the proposed development is 320,125 sf. The site acreage is significantly less than required by zoning and to separate the buildings we proposed open space areas. These spaces created are not directly associated with the residential components therefore a variance to reduce the required dwelling amenity open space is necessary. Inversely as the residential amenity space is decreased, other open space is increased throughout the development.

See the below for responses to the 16-point criteria for a rezoning change followed by the participation plan.

1. **Retail, restaurant, office, and personal service uses at ground level.**

   Retail, restaurant, and personal services are located at the ground level. Some medical office spaces are provided above ground level as well in the Wellness Center.

2. **Pedestrian connectivity to all uses.**

   With emphasis on the AlphaLoop connection, there are ample pathways to connect to it and each building. We have also provided a pathway between the Wellness Center and the retail that will link the AlphaLoop and outdoor grass terraces toward Kimball Bridge.

3. **Large parking areas below grade, in decks or screened. Design efforts to provide shared parking will also be considered.**

   The majority of the parking is below grade or concealed by buildings. Where parking is exposed it will be screened to provide an aesthetic expression.

4. **Accommodations for public transportation**

   There is currently no public transportation serving this location. The closest Marta stop is at Avalon.

5. **Buildings that face or appear to face public roadways**

   All buildings are oriented to face the major roadways.

6. **Appearance standards for buildings and structured parking**

   All the buildings have a language that relates to one another. The façades are mostly glass with expressions of opaque panels and reveals. All structured parking that is above grade are clad in panels with a matching aesthetic.

7. Limitations on uninterrupted building elevations

The massing of the development is broken up to give the appearance of multiple buildings. The breaks in the façade system, create observation decks for gathering spaces, create views to the Avalon development, and create points of destinations. In addition, the buildings are separated physically by public spaces to identify each use program without relying on signage.

8. Creation of vistas and view corridors within development

There are many vantage points both facing inwardly and externally towards Avalon.

9. Focal point features at prominent locations and ends of vistas.

As described above, each of the breaks in the façade will serve as focal points as well as the views created towards Avalon. In addition, the AlphaLoop and internal walkways lead users to public gathering spaces.

10. Incorporation of natural site features.

As noted previously the site currently slopes drastically. The exterior landscape and hardscape designs incorporate terraced plazas and spaces to imitate the natural sloping or stepping of the site. This motif which addresses the site constraints also provides connections to new and existing streetscapes and the AlphaLoop at multiple locations.

11. Block lengths conducive to pedestrian traffic

The separation between the buildings along the street are spaced for both pedestrians and vehicular traffic in mind.

12. Detention and retention facilities designed to be aesthetically pleasing.

The detention facility will be located underground as a detention vault.

13. Creative methods for stormwater management to provide additional open space.

Due to the multi-level design of this project and maximum green / open spaces, several of the building parking structure will have a form of green roof.

14. Attractive and usable street furniture in public spaces.

The public spaces such as the plaza will have paver walkways, planter boxes, and seating. The terraced greenspace will not have seating as the terrace will serve as a seating feature, but the grass will be soft. Street furniture along the AlphaLoop may be more restrictive but where allowable furniture will be provided along the trail path.

15. Emphasis on a high-quality landscape plan.

There are several features proposed. The activity plaza between the retail with have planters and seating elements intertwined. Observation platforms and rooftops will have landscaped elements incorporated. The green terraces at the corner of the street intersection will allow for multiple levels of gathering and amphitheater style seating. And lastly, there will be plantings of small trees and shrubs along the AlphaLoop.

16. Number of office jobs internally captured on-site.

The housing proposed is not intended to directly support staff within the development. Being on the Alphaloop, the pathways interconnect many of the other developments along the loop and thus creates a network to "internally" capture jobs for the development. Residents from other communities could utilize the pathway to staff jobs within the development.

<u>The Participation Plan</u>

As noted, this parcel as planned was previously presented before the council. In that effort notices and polling were conducted to assess community enthusiasm, which was good. Recently, a small community meeting was held with some residents from the Braeden developments to review the current proposal. Our intent is to hold small sample polling of the current development plans with the neighbors throughout this process.

James Cain

Goode Van Slyke Architecture

MP-21/01/CLUP-21-02/Z-21-03/CU-21-02/V-21-04
The Bailey/Northwinds

Trip Generation Report

15.21

	CODE	DESCRIPTION	UNIT	TRIPS PER UNIT	ACTUAL SF / UNITS	DAILY TRIPS	A.M. PEAK IN	A.M. PEAK OUT	A.M. PEAK TOTAL	A.M. PEAK PASS-BY REDUCTION	P.M. PEAK IN	P.M. PEAK OUT	P.M. PEAK TOTAL	P.M. PEAK PASS-BY REDUCTION	
HOTEL	230	CONDO (9TH ED)		5.81	5.00	29.05	0.37	1.83	2.20		1.74	0.86	2.60		
	312	BUSINESS HOTEL		5.79	119.00	689.01	19.4922	26.9178	46.41		20.944	17.136	38.08		
	932	HIGH TURNOVER RESTAURANT	1,000	135.48	3,100.00	419.988	18.43105	15.07995	33.511	(14.41)	18.321	12.214	30.535	(13.13)	HOTEL RESTAURANT
	932	HIGH TURNOVER (SEATS)		4.37	8.00	34.96	1.9968	1.8432	3.84		1.9152	1.4448	3.36		
		TOTAL				1173.008			85.96	(14.41)			74.58	(13.13)	
WELLNESS	492	HEALTH/FITNESS CLUB	1,000		30,000.00	0	20.043	19.257	39.3		58.995	44.505	103.5		
	720	MEDICAL-DENTAL OFFICE BLDG	1,000	34.8	50,000.00	1740	108.42	30.58	139		48.44	124.56	173		
	720	MED-DENT EMPLOYEE		8.7	18.00	156.6	9.5472	2.6928	12.24		5.9364	11.5236	17.46		
	710	OFFICE	1,000	9.74	33,100.00	322.394	33.02056	5.37544	38.396		6.0904	31.9746	38.065		
	710	OFFICE (EMPLOYEE)		3.28	10.00	32.8	3.071	0.629	3.7		0.8	3.2	4		
	931	QUALITY RESTAURANT	1,000	90.04	5,700.00	513.228			4.617	(2.03)	28.60431	14.08869	42.693	(18.78)	CLUB RESTAURANT
	931	QUALITY RESTAURANT (SEATS)	1	2.6	250.00	650			7.5	(3.30)	43.55	21.45	65	(28.60)	
		TOTAL				3415.022			244.753	(5.33)			443.718	(47.38)	
RES/RET	231	MID-RISE DWELLING, 1ST FLOOR RETAIL		3.44	32.00	110.08	2.688	6.912	9.6		8.064	3.456	11.52		
	814	Variety Store	1,000	63.47	10,700.00	679.129	19.39482	14.63118	34.026		38.05776	35.13024	73.188		
	814	Variety Store Employee		95.59	10.00	955.9									
	932	HIGH TURNOVER RESTAURANT	1,000	135.48	28,630.00	3878.792	170.2197	139.2706	309.4903	(133.08)	169.2033	112.8022	282.0055	(121.26)	
	932	HIGH TURNOVER (SEATS)		4.37	28.00	122.36	6.9888	6.4512	13.44		6.7032	5.0568	11.76		
		TOTAL				5746.261			366.5563	(133.08)			378.4735	(121.26)	
		TOTAL				**10334.29**	**414**	**270**	**698.00**	**(153.00)**	**456**	**439**	**897.00**	**(182.00)**	

City Council Meeting
STAFF REPORT

Submitting Department: Public Works
Submitted By: Geoffrey Sarra
Sponsored By: N/A
Meeting Date: September 20, 2021

I. AGENDA ITEM TITLE: FY 2022 BRIDGE MAINTENANCE, ITB 21-011

II. RECOMMENDATION:

Please award ITB 21-011 to E&D Contracting Services, Inc. for the performance of the FY 2022 Bridge Maintenance project in an amount not to exceed $331,726.00 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: $331,726.00
APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Bridge Maintenance (30141100-541410-C1207)	$331,726

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
N/A	$0

IV. REPORT IN BRIEF:

The award of this bid is for repair and maintenance activities at four locations within the City of Alpharetta based upon a Georgia Department of Transportation State Bridge Inspection Report . The inspections are performed on a biennial basis by representatives of GDOT . Additionally, the City contracted with AECOM to perform visual inspections of the bridges and prepare plans and specifications for the needed maintenance and repairs. These locations and the associated tasks are as follows:

Waters Road over Long Indian Creek

- Repair voids at corners of the bridge.
- Repair spall on Beam 8.

Windward Parkway (WBL) over Big Creek

- Repair End Bent 1 undermining.
- Extend pile encasements.
- Install pier protection rip rap.
- Repair delamination on Span 3, Boxes 6 and 1, and Span 4, Box 1.
- Clean and seal all deck joints.
- Remove vegetation from around approaches and substructure.

Windward Parkway (EBL) over Big Creek

- Repair spall on Span 4, Beam 1.
- Repair spalls on Bents 2 through 4 throughout the bottom of the cap.
- Extend pile encasements.
- Install pier protection rip rap.
- Remove vegetation from around approaches and substructure.

Windward Parkway (EBL) over Camp Creek

- Clean gutter lines and drainage inlet.
- Patch beam spall.
- Extend pile encasements.
- Remove vegetation from around approaches and substructure.
- Install pier protection rip rap.

The project was advertised for competitive bids during June 2021 and July 2021. A total of three bids were received for the project on July 15, 2021:

- E&D Contracting Services, Inc. $331,726.00
- Massana, Inc. $440,000.00
- Olympus Painting Contractors, Inc. Bid Withdrawn

The apparent low bidder, E&D Contracting Services, Inc., is an experienced contractor and has worked on numerous projects with similar scopes for several agencies, including Glynn County, Putnam County, Troup County, and the City of Greenvile, SC. The contacted references stated that E&D Contracting Services, Inc. provided reliable work on time and within budget and would utilize their services again.

Staff met with E&D Contracting Services, Inc. to review the scope of work and the City's expectations. E&D Contracting Services, Inc. assured staff that they could complete the project for the bid amount and within the allocated time frame. Thus, staff determined E&D Contracting Services, Inc. to be the lowest responsive and responsible bidder.

Once a contract with E&D Contracting Services, Inc. has been finalized and executed, construction may begin immediately. The anticipated completion date is no more than 100 days from notice to proceed

V. ALTERNATIVES:

None.

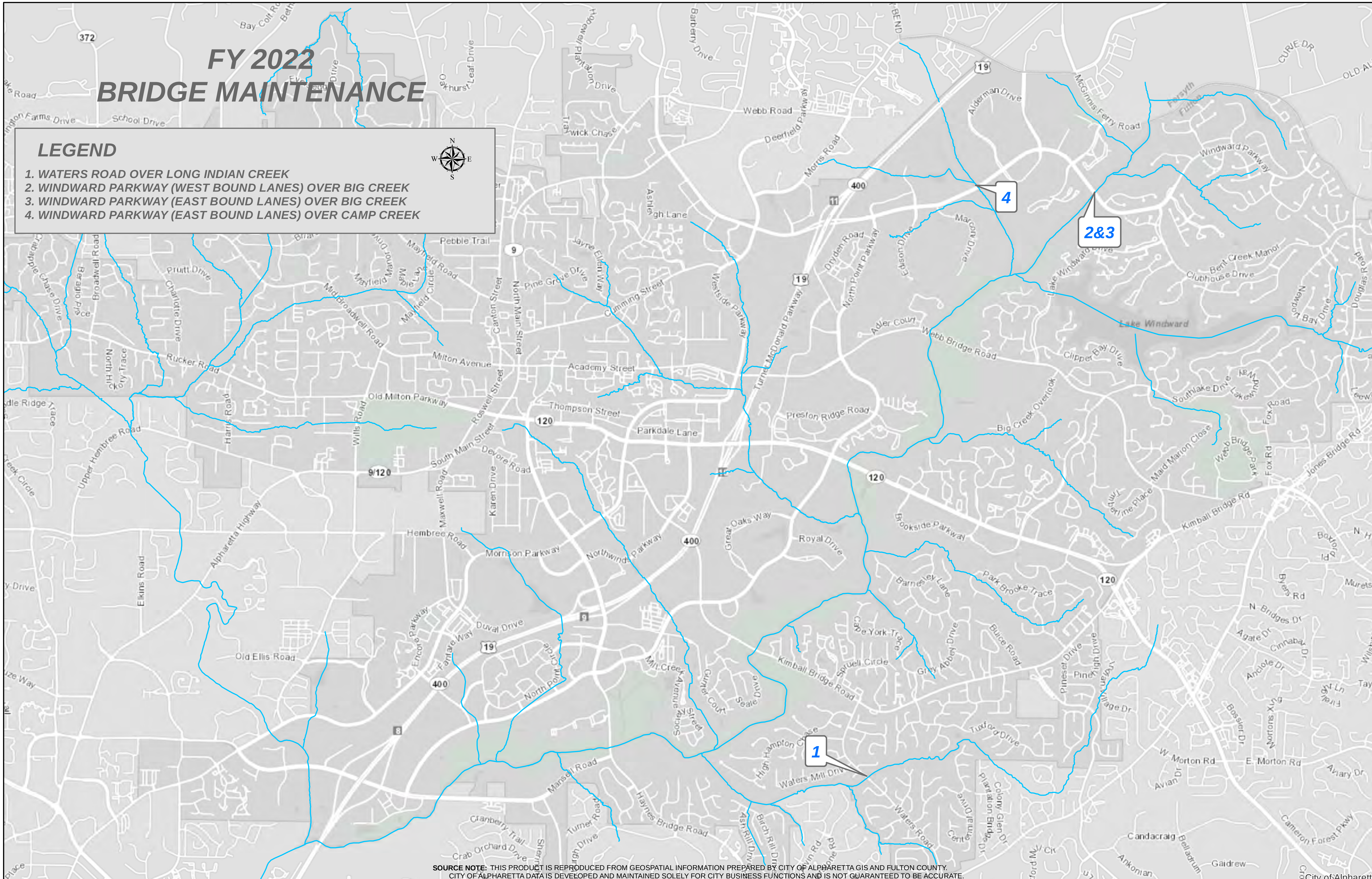
VI. ATTACHMENTS:

Bridge Locations

FY 2022
BRIDGE MAINTENANCE

LEGEND

1. WATERS ROAD OVER LONG INDIAN CREEK
2. WINDWARD PARKWAY (WEST BOUND LANES) OVER BIG CREEK
3. WINDWARD PARKWAY (EAST BOUND LANES) OVER BIG CREEK
4. WINDWARD PARKWAY (EAST BOUND LANES) OVER CAMP CREEK



SOURCE NOTE: THIS PRODUCT IS REPRODUCED FROM GEOSPATIAL INFORMATION PREPARED BY CITY OF ALPHARETTA GIS AND FULTON COUNTY. CITY OF ALPHARETTA DATA IS DEVELOPED AND MAINTAINED SOLELY FOR CITY BUSINESS FUNCTIONS AND IS NOT GUARANTEED TO BE ACCURATE.

City Council Meeting
STAFF REPORT

Submitting Department: Public Works
Submitted By: Geoffrey Sarra
Sponsored By: N/A
Meeting Date: September 20, 2021

I. AGENDA ITEM TITLE: ALPHA LOOP DESIGN SERVICES - CHANGE ORDER #3

II. RECOMMENDATION:

Please approve Pond & Company's proposal for Change Order #3 to Purchase Order 18000123 for design revisions to the Alpha Loop in an amount not to exceed of $48,944.00 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: $48,944.00
APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Alphaloop (30141100-541420-C1712)	$48,944.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
N/A	$0.00

IV. REPORT IN BRIEF:

On July 17, 2017, City Council approved Pond & Company's proposal for design of the Alpha Loop from Old Milton Parkway to Westside Parkway. This work was approved as part of the City's On-Call Park Planning services contract.

Change Order #1 was issued on October 17, 2019 for the creation of a stand-alone plan set which was used to construct a portion of the Alpha Loop from the Chelsea Walk Subdivision to the first stream crossing. Change Order #1 increased the purchase order by $12,980.00 from $376,190.00 to $389,170.00.

Change Order #2 was approved by City Council on November 4, 2019 for the realignment of approximately 450 linear feet of the trail to provide a connection point to The Atley subdivision. Change Order #2 increased the purchase order by $80,380.00 from $389,170.00 to $469,550.00.

In February 2021, the Department of Public Works provided Integrated Construction and Nobility (ICAN) the plans for the bridge structure which would connect the Alpha Loop trail segment running south from Old Milton Parkway to the segment constructed as part of The Atley and requested a construction cost estimate. ICAN was selected for this as they were awarded construction of the Big Creek Greenway extension from Marconi Drive to Union Hill Park and hold an on-call contract with the City for trail construction.

On March 17, 2021 ICAN submitted a cost estimate of $4,290,242.48 for that segment of Alpha Loop, significantly above Pond & Company's initial estimate of $1,590,504.80 from June 7, 2020. Upon sharing this with Pond & Company, they revisited their estimate and provided a revised cost estimate of $2,469,726.69 on April 2, 2021.

As there was still a significant separation in the two estimates, the Department of Public Works reached out to another reputable firm with significant trail construction experience, Astra Group. The same information was provided to Astra as was to ICAN. On May 14, 2021 Astra provided an estimated construction cost of $4,461,600.00 for the segment. Astra

did note that current market conditions have lead to very volatile and escalating material and labor costs.

Based on the estimates received from these three parties, Staff believes with a competitive procurement process this segment would cost approximately $3,500,000.00

As part of a value engineering exercise, Public Works staff evaluated the replacement of the bridge structure with a return to an at-grade trail constructed, in part, along an older alignment. Based upon costs for at-grade trail construction from other active projects, staff believes the at-grade alternate alignment could provide cost savings of $1,000,000 or more as compared to the bridge as currently designed.

Recognizing that the the bridge option would provide a different user experience than the at-grade alignment and given the volatility of the construction market, staff requested a proposal from Pond & Company to develop an alternate plan set replacing the bridge with a revised at-grade alignment. Having both plan sets would enable the City to bid out both scenarios and then decide which route to take from there. Change Order #3 to Purchase Order 18000123 will allow for the preparation of this alternate plan set.

The preparation of the alternate alignment plans will require:

*Revising tree protection plans, demolition/clearing plans, site plans, grading plans, lighting plans, landscape plans, erosion control plans, main line profiles, and storm drain profiles.

*Structural design of approximately 209' of elevated boardwalk to accommodate two stream crossings. The boardwalk would be similar to those recently constructed as part of the Big Creek Greenway extension.

*Updates to the 2018 geotechnical report to bring recommendations in line with revised boardwalk design and new building codes.

Also included in the scope of Change Order #3 are the following:

*Design of approximately 270' of trail within The Atley which would need to be reconstructed to provide an ADA compliant connection from the bridge as the existing trail currently sits too high. (The need to reconstruct this segment would be eliminated with the at-grade alternate alignment.)

*Widening the 104' long spur connecting the mainline of Alpha Loop to the sidewalks along the western shoulder of Westside Parkway from 8' wide to 12' wide.

*Revising wall designs to Redi-Rock walls as Belgard has discontinued their Mega-Tandem series currently called for in the plans.

*Updated cost estimates prepared by a construction cost estimating subconsultant.

If approved, Change Order #3 will increase Purchase Order 18000123 by $48,944.00 from $469,550.00 to $518,494.00. Revised plans are anticipated to be completed within 60 calendar days from Notice To Proceed.

V. ALTERNATIVES:

None.

VI. ATTACHMENTS:

Pond & Company Proposal, Alignment Options, Bridge Profile Rendering

POND

3500 Parkway Lane, Suite 500
Peachtree Corners, Georgia 30092

T: 678.336.7740 | F: 678.336.7744
www.pondco.com

May 17, 2021

Geoff Sarra, P.E.
Senior Engineer
Alpharetta Department of Public Works
1790 Hembree Road
Alpharetta, Georgia 30009
678-297-6239
GSarra@alpharetta.ga.us

Re: AlphaLoop – Phase A Alternate Alignment Plan Additions

PROJECT DESCRIPTION

The design of the AlphaLoop corridor from Westside Parkway to the current end of "Phase A, Section 1" leading to the Chelsea Walk development has been completed and Client comments addressed. However, the Client wishes to have the design revised to include an alternative trail alignment added to the drawings as an alternative for pricing, while leaving the current bridge alignment in the plans as the base bid.

The specific tasks are described in the scope of services herein.

If you have any questions, please do not hesitate to call.

Sincerely,

Brad Jones, PLA, ASLA
Project Manager

Matthew Wilder, PLA, ASLA
Associate Vice President

All Pond marketing materials are printed on papers containing post-consumer recycled fibers and are FSC Certified.

Architects
Engineers
Planners
Constructors

SCOPE OF SERVICES

Task 1 – Addition of Alternate Trail Alignment

The consultant will prepare an alternate trail alignment and indicate an overall base bid in the drawing set. The consultant will also prepare an opinion of probable construction cost based on the scope of work, to be prepared by a third party. Station numbers below reference current stationing in the drawings. Construction Documents will include:

Base Bid:

- Include the trail segment between 0+00 and 104+00 as part of the base bid and widen it to 12 feet.
- Identify the trail segment between 200+00 to 207+24 (including the tunnel under Westside Parkway) as a future phase and not in the Base Bid.
- Identify the trail segment between 500+00 to 505+30 (including the steel staircase ramp/overlooks) as a future phase and not in the base bid.
- Identify the trail segment between 300+00 to 310+13 (walking loop) as a future phase and not in the base bid.
- Include the proposed bridge between 120+63 to 123+81 as part of the base bid.
- Provide a new design of an approximate 270 LF segment of completed trail on the Atley development to be replaced with a 12 foot wide trail segment with proposed ADA-accessible grade where it meets the proposed bridge.
- Provide a detail for Redi-Rock walls as an alternate to Belgard Mega-Tandem walls.
- Review Level A utility survey data and determine effects on current Tunnel design.
- Opinion of probable construction cost will include the future phases separate from the base bid.

Alternate:

- The alternate includes a 12-foot wide trail section starting near Sta 112+50 and meeting up with the existing trail at Sta 123+81 and be clearly identified as the alternate design for pricing.
- Bridge indicated in the Base Bid is deleted from the alternate.
- Base Bid alignment will extend from approximately Sta 120+50 to meet the existing trail at the Atley development at its existing grade.
- Structural design of stream crossings in the alternate design will be an elevated concrete boardwalk similar in design to that recently used on the Big Creek Greenway Extension. Drawings will include details as necessary for proposed new boardwalk.
- Provide update to 2018 Geotech report to bring recommendations in line with revised boardwalk design and new building codes.

  Deliverables:

- *One set of construction drawings, with added sheets as necessary to account for the Atley trail improvement, Alternate trail alignment, and boardwalk structural detailing.*
- *Opinion of probable construction cost*

<u>Scope Assumptions and Exclusions:</u>

- Plan drawings will be a stand-alone set of construction drawings.

- Erosion and Sediment Control Plans will be revised and will be submitted to GAEPD for review. Permitting shall be limited to GAEPD Submittal and subsequent revision based on GAEPD comment.
- The Opinion of Probable Construction Cost will be prepared by a third party. Any estimates as to costs are based on industry experience and Pond is not responsible for changes in market conditions that affect construction, material, or maintenance costs. Any changes to the project or additional expenses associated with same will not be the responsibility of Pond under this agreement. Additionally, Pond will be entitled to additional compensation for any services required due to major changes in the project because of Client requested changes based on cost of the Project after completion and approval of the Construction Documents.
- All permit, review, or impact fees shall be paid by the City of Alpharetta.
- Irrigation design and specification is not included.
- The project is understood to be funded entirely by local money and potentially LWCF; should other state or federal dollars be applied to the project; additional services may be required to meet additional regulatory requirements for design and engineering.
- Construction phase services are not included and can be added under a separate agreement.

PRELIMINARY SCHEDULE

The tasks outlined in this proposal can be completed within 60 business days from NTP.

FEE STRUCTURE

Pond shall receive lump sum compensation for the above-described responsibilities as broken out below. Fees are to be billed monthly based on services provided.

Task 1 – AlphaLoop – Phase A Alternate Alignment Plan Additions	$48,944
TOTAL	**$48,944**

City of Alpharetta

PROJECT: 5/6/2021

AlphaLoop – Phase A Alternate Alignment Plan Additions

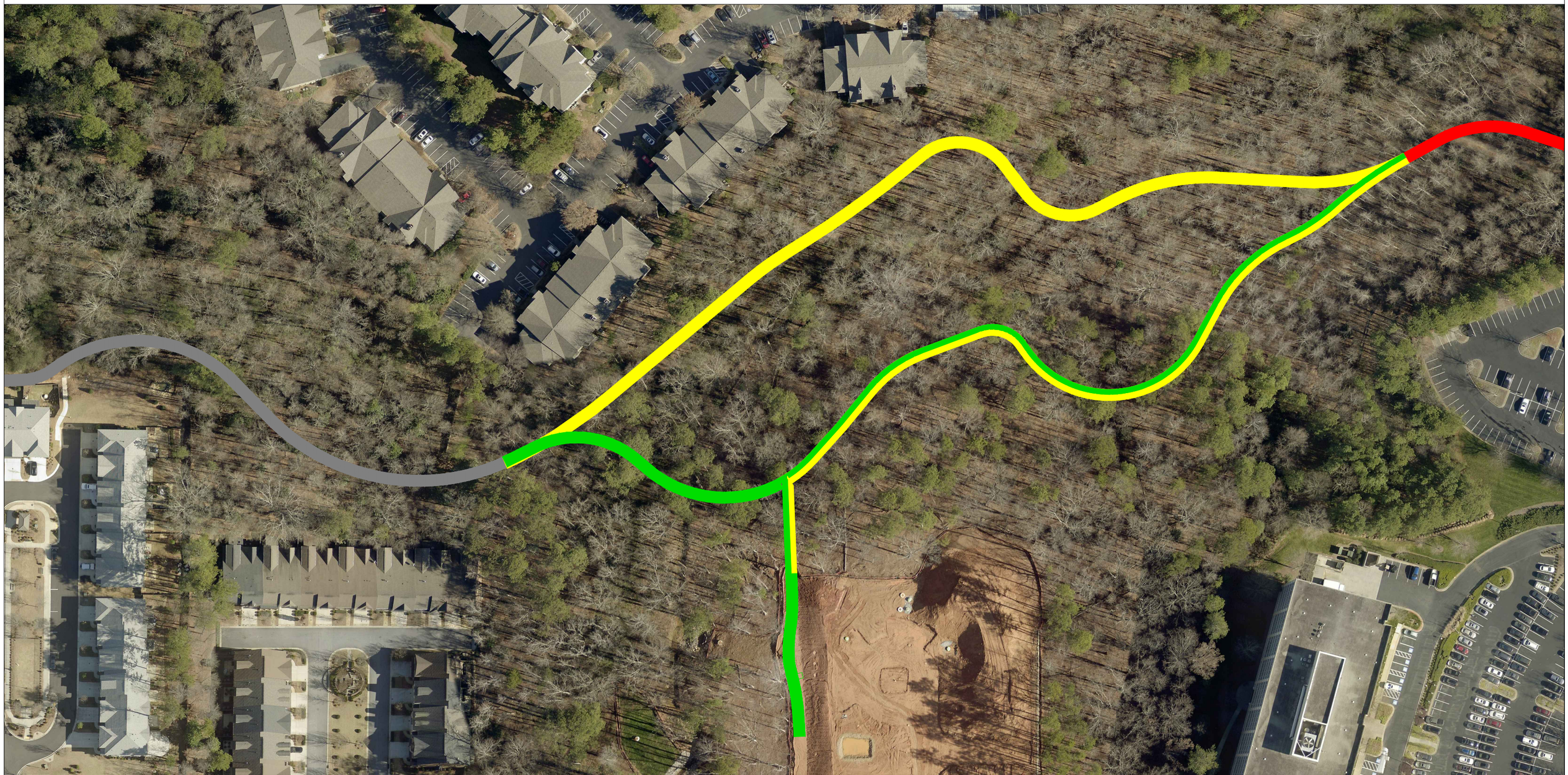
PERSONNEL	EST. HOURS	RATE/HR.	COST $	TOTALS
DESIGN DIRECTOR	0	$200	$0	
PROGRAM MANAGER	0	$180	$0	
PROJECT MANAGER	16	$179	$2,864	
SENIOR ENGINEER	80	$130	$10,400	
ENGINEER	100	$100	$10,000	
SENIOR LANDSCAPE ARCHITECT	55	$104	$5,720	
LANDSCAPE ARCHITECT	32	$90	$2,880	
TECHNICIAN / DRAFTER	0	$80	$0	
SENIOR REGULATORY SPECIALIST	0	$155	$0	
CLERICAL	6	$60	$360	
				$32,224
TOTAL DIRECT LABOR	283 Manhours			$32,224
DIRECT COSTS (SPECIFY):				
	PHOTOGRAPHY & VIDEO			$0
	REPRODUCTION			$0
	SUPPLIES			$0
	TRAVEL			$0
	MAIL & DELIVERY			$0
SUBCONSULTANTS (LIST):	Palacio	$7,535		$7,535
	Shear	$7,260		$7,260
	GeoHydro	$1,925		$1,925
OTHER DIRECT COSTS (LIST):				
TOTAL DIRECT COSTS				$16,720
COST AMOUNT FOR PHASE				$48,944

EXISTING ALPHA LOOP SEGMENT

CURRENT DESIGN

ALTERNATE ALIGNMENT

CONTINUATION TO WESTSIDE PARKWAY



THE CITY OF ALPHARETTA PUBLIC WORKS

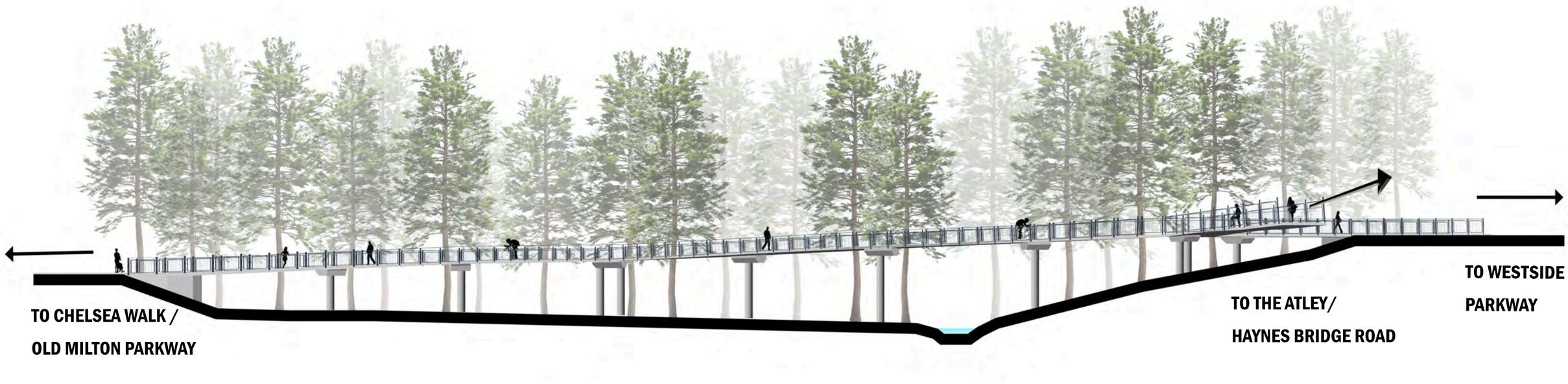
ALPHA LOOP - ALIGNMENT OPTIONS

JUNE 21, 2021

0 50' 100'

NORTH

SHEET 1 OF 1



WESTSIDE ELEVATION

THE PROPOSED BRIDGE STRUCTURE IS AN ATYPICAL STRUCTURE FROM WHAT HAS BEEN UTILIZED ON THE BIG CREEK GREENWAY AND THE OTHER PORTIONS OF ALPHA LOOP. AT ITS PEAK HEIGHT WHERE IT CROSSES A STREAM, THE BRIDGE STRUCTURE IS APPROXIMATELY 24' ABOVE THE GROUND. THIS COUPLED WITH THE NEED TO MINIMIZE IMPACTS TO THE FLOOD PLAIN AND FLOODWAY OF THE STREAM BEING CROSSED HAS YIELDED THIS DESIGN.

ALPHA LOOP

THE CITY OF ALPHARETTA GEORGIA

City Council Meeting
STAFF REPORT

Submitting Department: Public Works
Submitted By: Dennis Roland
Sponsored By:
Meeting Date: September 20, 2021

I. AGENDA ITEM TITLE: FY 22 FACILITY HVAC REPLACEMENT

II. RECOMMENDATION:

Please approve funding in an amount not to exceed $123,925.00 to AComfort for HVAC unit replacements 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: $123,925.00
APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
HVAC Replacements/30141100-541300-C2003	$125,076.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
N/A	$0.00

IV. REPORT IN BRIEF:

This request is for the replacement of multiple HVAC units located at the Alpharetta Community Center, Alpharetta Technology Center, and multiple Fire Stations. These units are 20+ years in age and require extensive repairs/service in order to maintain the units in a safe working condition. The typical lifespan for these units is 15 to 20 years and some have already exceeded the expected life expectancy and require multiple service calls per year. Replacement of these units will provide better energy efficiency and bring the units up to date with the current federal environmental regulations regarding freons. This request is part of a recurring capital initiative to replace aging units at City facilities.

The following units will be replaced as part of this request.

Alpharetta Technology Center

1. One 12.5 ton Roof Top Unit (RTU)d

Roswell St. Community Center

1. One front 15 ton Trane RTU
2. One front 10 ton Trane RTU
3. One rear 15 ton Trane RTU
4. One Rear 15 ton Trane RTU.

Station 85

1. New condenser , cooling coil, and furnace.

Station 86

1. New furnace only

The City will be utilizing their on-call contractor for HVAC maintenance for the new installation of equipment, AComfort, but reached out to another HVAC company for a comparison quote, A&H Heating and Air Conditioning, Inc.

The City received two quotes that included the following:

1. Two trips with crane for RTU.
2. Refrigerant recovery for all units
3. Installation of all materials and new equipment
4. Labor and fuel.

AComfort	$123,925.00
A&H Heating and Air Conditioning, Inc.	$132,525.00

V. ALTERNATIVES:

VI. ATTACHMENTS:

HVAC Quotes

AComfort
Your Comfort Company
P.O.BOX 2011 Griffin, GA. 30224
678-688-7378
www.acomforthvac.com

ESTIMATE OF SERVICE REPAIR AND/OR REPLACEMENT PARTS

DATE: August 25, 2021

RECOMMEND BY YOUR SERVICEMAN: _____Robert Wagener/Shad Stephens_____

REPAIRS WILL BE MADE AS FOLLOWS: (PARTS WARRANTY: Manufactory LABOR WARRANTY: 1 YEAR)

Below is price to replace with new equipment as listed

Annex Trane--S#L1515672D	One 12.5 ton RTU
Roswell St Gym--S#P24100799D	One front 15 ton Trane RTU
Roswell St Gym--S#P20100837D	One front 10 ton Trane RTU
Roswell St Gym--S#P23102899D	One rear 15 ton Trane RTU
Roswell St Gym--S#P22100256D	One rear 15 ton TraneRTU
Station 85	New condenser, cooling coil and 90% furnace
Station 86	New 90% furnace only

Price includes Crane charges for two separate trips one for Roswell St. and one for Annex building
Price includes Refrigerant Recover all Units
Price includes standard Installation Materials for all units
Price includes Labor for all units
Price includes Fuel Charge for all units
Price includes some time for Trane controls if needed for new annex RTU controls.
Price reflects replacing with same size equipment as existing at present time.
Price excludes smoke detectors.
Price excludes any connections to fire / smoke panels.
Price excludes any permits fees if needed.

<u>Price Guarantee:</u> Our Price Guarantee is part of our commitment to always offer you the best price available. We will match any other quote for the same work as listed. Customer must provide copy of quote to us to compare pricing for price guarantee to be in effect.

TOTAL $123,925.00 Quote effective for 30 days from posted date

CUSTOMER: City Of Alpharetta ATTENTION: Joe Shirley

ADDRESS: _____ CITY: _____ STATE: Ga. ZIP: _____

TELEPHONE NUMBER: ___ EMAIL:

THIS PROPOSAL IS FURNISHED TO YOU FOR YOUR EVALUATION OF OUR CONCEPTS AND PRICING. THERE IS NO COST TO YOU OR FINANCIAL OBLIGATION ASSOCIATED WITH THE PROPOSAL. WE DO WISH TO POINT OUT, HOWEVER, THAT THE CONCEPTS AND INFORMATION CONTAINED HEREIN ARE PROPRIERTY TO OUR FIRM AND ARE OFFERED SOLELY FOR YOUR OWN USE AND EVALUATION. WE INTEND TO MAINTAIN CONFIDENTIAL ANY INFORMATION OR DATA YOU HAVE SUPPLIED TO US. WE THEREFORE ASK THAT THIS PROPOSAL, IN WHOLE AND IN PART, BE KEPT IN CONFIDENCE AND NOT BE DISCLOSED TO ANY OUTSIDE PARTY FOR ANY OTHER PURPOSE. THE SCOPE OF THE ABOVE WORK IS LIMITED TO THAT WHICH IS EXPRESSLY STATED AND SHALL NOT COVER ANY WORK IMPLIED OR OTHERWISE INTERPRETED. DUE TO THE INCOMPLETE OPERATION OF THE SYSTEM IT CANNOT BE CHECKED FURTHER. WHEN THE UNIT IS OPERATIONAL AND FURTHER TESTING IS POSSIBLE, YOU WILL BE ADVISED IF FURTHER REPAIRS ARE NECESSARY. WORK TO BE PERFORMED DURING NORMAL WORKING HOURS IF NOT OTHERWISE STATED.

Proposal

A&H Heating and Air Conditioning, Inc.
81 Brooks drive Stockbridge, Ga. 30281
aandhheatair@gmail.com www.ahheatingair.com
Georgia State warm air License # CR110035
770-335-7832

Proposal Submitted To: Joe Shirley	Job Name	Job # Pending
Address City Of Alpharetta	Job Location	
	Date August 26, 2021	Date of Plans
Phone #	Fax # -jshirley@alpharetta.ga.us	Architect

We hereby submit specifications and estimates for: Parts Warranty : Manufacturer, Labor Warranty 1 Year

Station 85 Condenser, Cooling Coil, 90 % furnace

Station86 90% Furnace Only

Annex Trane 1 12.5 Ton RTU

Roswell ST GYM 1 Front 15 Ton Trane RTU
Roswell ST GYM 1 Front 10 Ton Trane RTU
Roswell ST GYM 1 REAR 15 Ton Trane RTU
Roswell ST GYM 1 REAR 15 Ton Trane RTU

Price Charges are as follows:

2 trips Crane usage Roswell ST. and Annex building
Fuel charges all units
Labor, materials needed all units, Recovering Old Refrigerants all units,
Time spent for Trane controls for new Annex RTU
New equipment same size as existing equipment

Price Excludes:

Any connections to fire/ smoke panels,smoke detectors
Any Permits fees if needed

We propose hereby to furnish material and labor – complete in accordance with the above specifications for the sum of:

$ $ 132,525.00 Dollars

with payments to be made as follows: 80% Down at Delivery Remaining Balance at Completion

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted A&H Heating and Air Conditioning, Inc.

Note – this proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date of Acceptance _____ Signature _____

City Council Meeting
STAFF REPORT

Submitting Department: Public Works
Submitted By:
Sponsored By:
Meeting Date: September 20, 2021

I. AGENDA ITEM TITLE: MEADOW BROOK HILLS DRAINAGE IMPROVEMENT - DESIGN

II. RECOMMENDATION:

Please approve TetraTech's Design Proposal for Meadow Brook Hills Drainage Improvements in the amount not to exceed $216,000.00 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: $216,000.00

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Meadow Brook Hills Drainage Improvement	$216,000.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
-	$0.00

IV. REPORT IN BRIEF:

Public Works worked with TetraTech to develop concepts to help improve drainage issues along Brook Drive, Upshaw Drive, and Meadow Drive. Multiple concepts were developed including installation of pervious pavement, bio-retention areas, burn and gutter, and up-sizing stormwater pipes. The roads listed above have minimal to no curb and gutter and runoff from the City's streets are forced to flow across properties before they enter existing pipe networks. The preferred option to move forward into the design phase is installing curb and gutter, roadway drainage structures, and upsizing stormwater pipe to carry the runoff to an existing stormwater pipe network.

One concern about upsizing the pipes is concern about existing utilities under the road and would the new stormwater pipe be in conflict with the existing utilities. To help address this variable, Public Works recommends moving forward with the design in multiple tasks. Task 1 will consist of performing sub-surface utility exploration (SUE) to determine not only where underground utilities are located but what the depth of the utilities are.

Tetra Tech's next task is referred to as construction plans within their proposal. Upon completion of Task 1, Tetra Tech will start on Task 2a. Task 2a is where Tetra Tech will determine the extent of any utility conflicts and the severity of the conflicts. Public Works does envision there will be utility conflicts and relocations will need to occur. However, relating a water line under or over a stormwater pipe is less decremental to the project compared to a lateral gravity fed sanitary sewer line in conflict with a stormwater line. Tetra Tech's concept plan calls for a 6' diameter pipe to be installed. The size of the pipe is necessary due to the fact we need to provide some form of detention or we will increase the flow of runoff downstream. Since the existing roadway drainage flows through properties and now the plan is for roadway runoff to flow through a pipe network, the amount of time the runoff discharges through the outlet pipe will increase. The 6' diameter pipe is upsized from what is required to serve as underground detention. In perspective, if curb and gutter with roadway drainage were installed when the subdivision was built, one could presume the pipe sizes would be approximately 18-24".

Depending on the outcome of the SUE assessment, Tetra Tech's schedule to complete all the design as well as obtain all of the pertinent permits will take approximately 9 months. Tetra Tech will be performing cost estimates at three stages of plan development: 30%, 60%, and 90%. The 30% plans will be completed at the end of 2021 or early 2022. Since the City will receive a cost estimate for construction of the project early on, a decision can be made if it is best to move forward or pursue an alternative design approach.

V. ALTERNATIVES:

VI. ATTACHMENTS:

City of Alpharetta-TTech- Meadow Brook Hills Phase 1 Design

Proposal Submitted to City of Alpharetta

Meadow Brook Hills Drainage Improvement - Phase 1 Design

August 20, 2021

PREPARED FOR

Pete Sewczwicz, PE
Director of Public Works
City of Alpharetta
1790 Hembree Rd.
Alpharetta, Georgia 30009
Tel 678.297.6200
psewczwicz@alpharetta.ga.us

PREPARED BY

Tetra Tech, Inc.
1899 Powers Ferry Rd SE, Suite 400
Atlanta, Georgia 30339
Tel 770.738.6030
Erin.Lincoln@tetratech.com

A. INTRODUCTION AND PROJECT GOALS

The Meadow Brook Hills residential neighborhood is located near downtown Alpharetta, south of Alpharetta Elementary School. The neighborhood was originally constructed in the 1960s and is currently experiencing ongoing redevelopment of homes, leading to an increase in the size of individual houses. The residents of Meadow Brook Hills have expressed concerns to the City of Alpharetta (City) about the increased frequency and severity of flooding events that they have experienced in recent years. The City contracted with Tetra Tech to evaluate concepts for stormwater infrastructure improvements within the neighborhood in anticipation of the continued redevelopment that is expected to increase stormwater runoff volumes. The concept the City desires consists of traditional stormwater infrastructure including curbs and gutters, roadside catchments, drop inlets at low points in the project area, junction boxes, and reinforced concrete pipes (RCP) or High-Density Polyethylene (HDPE) pipes to convey stormwater runoff away from residential areas (see ***Figure 1***):

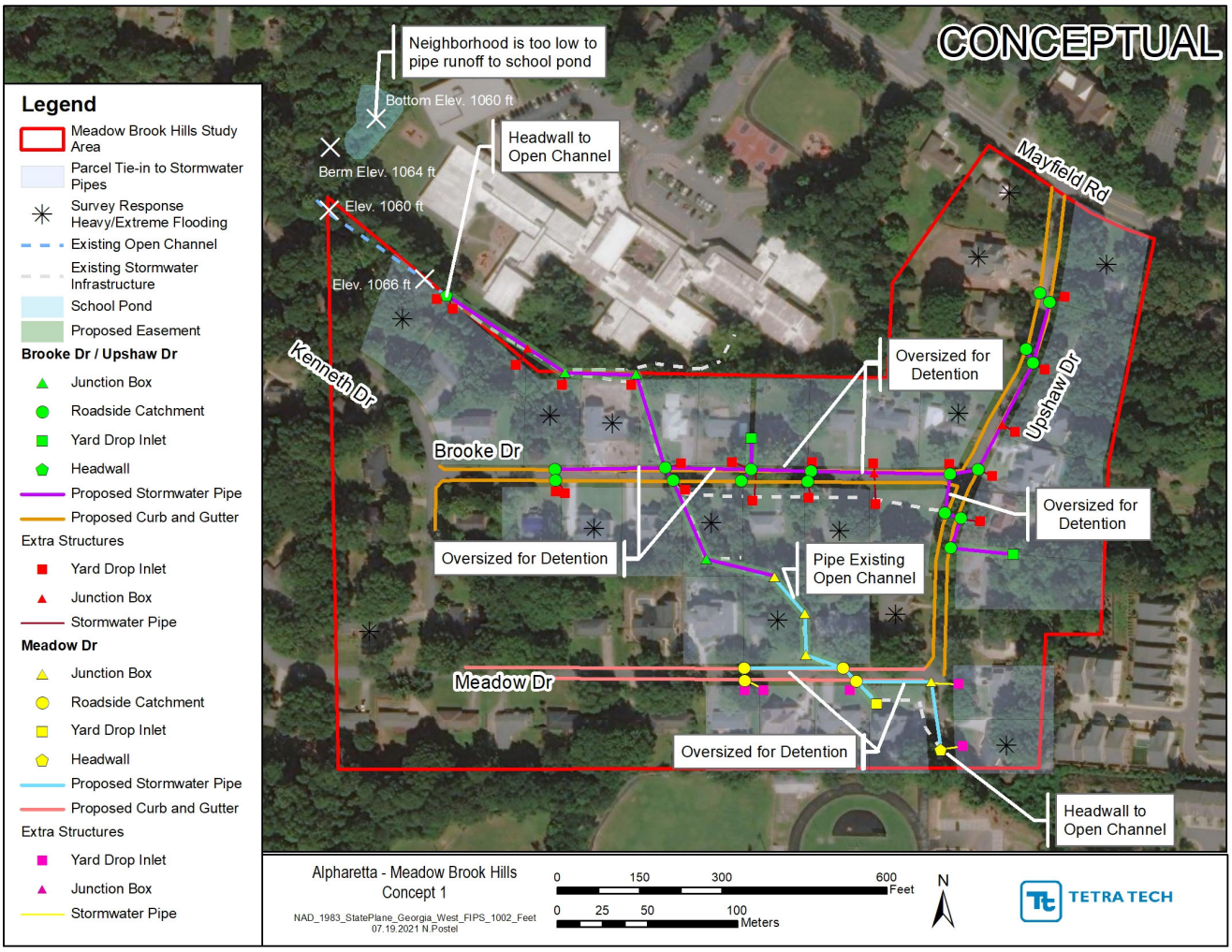


Figure 1. Meadow Brook Hills Concept 1.

The City desires an engineering design for the first phase of the project consisting of improvements along Brooke Drive and portions of Upshaw Drive as shown in ***Figure 1***.

B. SCOPE OF SERVICES

The scope of this project is outlined in three (3) separate tasks: 1) Topographic & Subsurface Utility Engineering Investigation; 2) Construction Plans; and 3) Permitting Assistance. Project management is included in each of the tasks and not as a standalone task. An overview of all the tasks is provided below, followed by a detailed scope for each task.

TASK 1 FIELD SURVEY AND SUBSURFACE UTILITY ENGEERING INVESTIGATION

For this project, Rochester & Associates, Inc. (RAI) will be collecting topographic data and performing the subsurface utility engineering (SUE) investigation. RAI will conduct a field survey of the area of Brooke Drive and portions of Upshaw Drive. The survey will include setting one benchmark and two control points. Other items to be surveyed include but are not limited to:

- One (1) foot contours,
- Above ground structures,
- Sidewalk/concrete pads/structures,
- All above ground utility structures (i.e. Power, Communication, Storm, Sewer, Water, FO, etc.),
- SUE located utilities,
- Inverts of pipes at structure ends or in manholes,
- Pipe/culvert sizes,
- Trees with diameters greater than 3” and ornamental trees/landscape trees,
- Swale and drainage channel centerlines,
- Headwall/retaining wall structures,
- Outlet control structures,
- Top and toe of embankments/berms,
- Flat and open areas using a 25’ grid for ground shots,
- Outfalls and invert elevations of pipes,
- Property lines based on current deeds or plats and partial boundary surveys.

Assumptions:

- City will assist to provide Tetra Tech and RAI access to the site to perform the field survey and SUE work.
- Boundary surveys, plats, and legal descriptions are beyond the scope of work.
- SUE investigation will consist of up to 115 pothole excavations to locate sewer laterals and waterlines.
- The SUE excavator will backfill all holes but will not re-sod or seed the areas with grass. All SUE excavations will be within 25 feet of the roadway and no SUE excavations will be performed under asphalt or concrete.

Deliverables:

1. Topographic & SUE investigation surveys.

TASK 2 CONSTRUCTION PLANS

Tetra Tech team will prepare construction plans for Phase 1 (Brooke Drive and portions of Upshaw Drive). The construction plans for Phase 1 will be provided to the City for review in accordance with the following milestone schedule:

A. 30% Design: A 30% plan view drawing will be prepared for review with the City. The 30% submittal will include:
    a. Cover sheet
    b. FEMA flood insurance map
    c. Existing conditions

d. Demolition plan as needed
e. Conceptual site plan
f. Conceptual grading & drainage plan

There will be up to two (2) rounds of City review and comments and one (1) meeting with City staff to discuss the 30% design if desired. Comments from the 30% reviews and discussions will be incorporated into the drawing package. In addition, an engineer's opinion of construction costs will be provided.

B. 60% Design: A 60% design submittal will be prepared for review with the City. The 60% submittal will include:
   a. Cover sheet
   b. General notes
   c. FEMA flood insurance map
   d. Existing conditions
   e. Demolition plan as needed
   f. Preliminary site plan
   g. Preliminary erosion and sedimentation control plan
   h. Preliminary grading and drainage plan
   i. Preliminary profiles
   j. Preliminary details

   There will be up to two (2) rounds of City review and comments and one (1) meeting with City staff to discuss the 60% design if desired. Comments from the 60% reviews and discussions will be incorporated into the drawing package. In addition, an engineer's opinion of construction costs will be provided.

C. 90% Design: A 90% design submittal will be prepared for review with the City. The 90% submittal will include:
   a. Cover sheet
   b. General notes
   c. FEMA flood insurance map
   d. Existing conditions
   e. Demolition plan as needed
   f. Site plan
   g. Erosion and Sediment control plan
   h. Grading & drainage plan
   i. Profiles
   j. Details

   There will be up to two (2) rounds of City review and comments and if needed, one (1) meeting with City staff to discuss the 90% design. In addition, an engineer's opinion of construction costs will be provided. Tetra Tech will address 90% comments and upon completion of the permitting process (if necessary) submit a final 100% construction document package, signed and sealed, to the City (PDF, one full size hardcopy, one half size hardcopy).

Assumptions:

- Specifications and/or a project manual will not be prepared; pertinent notes will be placed on the construction drawings.
- Storm drain systems will be sized for the 25-year storm.
- Stormwater detention will accommodate changes in land use as detailed in the concept report.
- Structural components such as retaining walls and vaults are excluded.
- Landscape plans are beyond the scope of work.
- Sanitary sewer and potable water improvements are beyond the scope of work.
- Roadway improvements beyond installation of curb and gutter are excluded.

- Up to two (2) rounds of City review and comments on the Draft 30% construction documents.
- One (1) meeting with City staff to discuss the 30% design.
- Up to two (2) rounds of City review and comments on the Draft 60% construction documents.
- One (1) meeting with City staff to discuss the 60% design.
- One (1) meeting with P&D to review the 60% design and to solicit any initial concerns if needed.
- Up to two (2) rounds of City review and comments on the 90% construction documents.
- One (1) meeting with City staff to discuss the 90% design.
- Draft and deliverables will be in electronic (PDF) format.
- Final deliverables to City will include one full size and one half-size hardcopy of the document package, signed and sealed.
- Costs for document reproduction will be passed onto City as a direct expense.

Deliverables:

1. Draft 30% construction documents.
2. Final 30% construction documents.
3. Engineer's estimate of probable costs (30%).
4. Draft 60% construction documents.
5. Final 60% construction documents.
6. Engineer's estimate of probable costs (60%).
7. Easement documents.
8. Draft 90% construction documents.
9. Final 90% construction documents.
10. Engineer's estimate of probable costs (90%).
11. Final 100% construction documents.
12. Engineer's estimate of probable costs (100%).

TASK 3 PERMITTING ASSISTANCE

Tetra Tech will prepare the forms and documents necessary for obtaining a City of Alpharetta land disturbance and construction permit. This task will be initiated at the completion of the 60% Design stage. The construction documents will be submitted to City of Alpharetta Department of Public Works. Upon completion of the permitting process, Tetra Tech will submit a final permitted 100% construction document package, signed and sealed, to the City (PDF, one full size hardcopy, one half size hardcopy).

Assumptions:

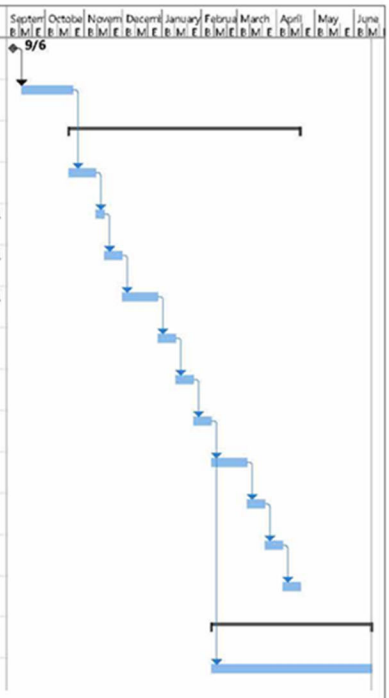
- City of Alpharetta Department of Public Works will distribute plans to applicable City departments for review.
- Review by City departments will be completed and a written list of deficiencies will be provided within 3 weeks of plan submittal.
- One (1) round of plan revisions.
- One (1) "walk-through" of revised drawings to each appropriate governmental agency for approval.
- A GaEPD Stream Buffer Variance is not expected to be needed because the project is not within the twenty-five (25) foot buffer area of an existing stream.
- A National Pollutant Discharge Elimination System (NPDES) Construction General Permit for stormwater discharge may be needed if the total land disturbance is more than 1 acre.
- No other permits are anticipated to be required.

Deliverables:

1. Permitting documents.

C. SCHEDULE

ID	Task Mode	Task Name	Duration	Start	Finish
1		Project NTP	0 days	Mon 9/6/21	Mon 9/6/21
2		**Topographic Survey & SUE Investigation**	**6 wks**	**Mon 9/13/21**	**Fri 10/22/21**
3		**Design**	**130 days**	**Wed 10/20/21**	**Tue 4/19/22**
4		Draft 30% Design	15 days	Wed 10/20/21	Tue 11/9/21
5		Draft 30% Design Review by City	5 days	Wed 11/10/21	Tue 11/16/21
6		Revised 30% Design	10 days	Wed 11/17/21	Tue 11/30/21
7		Draft 60% Design	20 days	Wed 12/1/21	Tue 12/28/21
8		Draft 60% Design Review by City	10 days	Wed 12/29/21	Tue 1/11/22
9		Revised 60% Design	10 days	Wed 1/12/22	Tue 1/25/22
10		Revised 60% Design Review by City	10 days	Wed 1/26/22	Tue 2/8/22
11		Draft 90% Design	20 days	Wed 2/9/22	Tue 3/8/22
12		Draft 90% Design Review by City	10 days	Wed 3/9/22	Tue 3/22/22
13		Revised 90% Design	10 days	Wed 3/23/22	Tue 4/5/22
14		Revised 90% Design Review by City	10 days	Wed 4/6/22	Tue 4/19/22
15		**Permitting**	**90 days**	**Wed 2/9/22**	**Tue 6/14/22**
16		City of Alpharetta Land Disturbance & Construction	90 days	Wed 2/9/22	Tue 6/14/22



Meadow Brook Phase 1

Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress

Page 1

D. COMPENSATION

An estimate of project costs is provided in Table 1. The costs are based on Tetra Tech's current understanding of the project requirements and best estimates of level of effort required to perform the services as described in this scope of work and may be subject to change upon agreement between City and Tetra Tech. Tetra Tech will perform the outlined scope of work for a firm fixed price of **$216,000.00.**

Table 1. Project Costs

Task #	Task Name	Total
1	Topographic and SUE Surveys	$61,000.00
2	Construction Plans	$132,000.00
3	Permitting	$23,000.00
	Totals	**$216,000.00**

E. PROJECT STAFFING

The project will include the following Tetra Tech staff:

Name	Role
Erin Lincoln, PH	Program Manager
Natalie Postel, PE	Project Manager
Rick Shmurak, PE	Senior Engineer
Christian Helfrich, PE	Design Engineer
Dan Anugerah, EIT	Design Engineer
Meagan Matechak	Design Engineer

City Council Meeting
STAFF REPORT

Submitting Department: Public Safety
Submitted By:
Sponsored By:
Meeting Date: September 20, 2021

I. AGENDA ITEM TITLE: ROOF REPLACEMENT AT FIRE STATION 81

II. RECOMMENDATION:

Please award a contract for the replacement of the roof at Fire Station 81 (metal roof segment) to Garland/DBS, Inc. (under the competitively procured OMNIA Partners contract #PW1925) in the amount of $284,389 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: $284,389
APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Roof Replacement (Capital Fund; 30131150-541300-C1229)	$284,389

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
-	$0.00

IV. REPORT IN BRIEF:

Fire Station 81
This request is for replacement of the metal roof segments (main roof and tower) at Fire Station 81, which was originally installed in 1996 and totals approximately 6,400 sq. ft. Although the field of the roof is in good shape, the transition at the ridge and eave are showing significant signs of age and are no longer providing adequate water-tight protection. Multiple repairs have been made over the years to extend the roof life, including sealing and caulking. Despite the efforts, the facility is actively experiencing leaks (see pictures for current condition). A detailed scope-of-work has been attached hereto.

Procurement Results
This project is being awarded to Garland/DBS Inc. under the OMNIA Partners program (cooperative purchasing alliance).

OMNIA Partners is the largest and most trusted cooperative purchasing organization for public sector procurement. This group includes the nation's two leading cooperative purchasing organizations – National IPA and U.S. Communities – under one roof to form OMNIA Partners, Public Sector. The collective buying power of these unified purchasing cooperatives delivers superior value and savings for public agencies nationwide. OMNIA Partners is a nonprofit instrumentality of government that assists local and state government agencies in reducing the cost of purchased goods/services through pooling the purchasing power of public agencies nationwide. This is accomplished by competitively solicited contracts for quality products/services through lead public agencies (e.g., city, county, or state agencies that issue the underlying formal solicitations). Racine County WI, as lead public agency, competitively solicited the Garland contract, and made it available under the terms of the OMNIA Partners program.

Benefits of the Garland contract under OMNIA Partners include: (a) pricing competitiveness; (b) turnkey single source accountability (Garland is both the manufacturer and managing contractor for roof product installations)

that ensures warranty integrity; and (c) speedy implementation using pre-qualified contractors. The city contracts directly with Garland as the contractor on the project. Garland is the supplier of roofing materials (pricing established through US Communities competitively solicited contract pricing) and manages roofing subcontractors (local pricing through sealed quotes).

Garland has solicited quotes from the following pre-qualified subcontractors.

- $284,389: Safeshield
- $310,966: Innovative Roofing Group
- No bid: NBC

Included within the $284,389 price is the full replacement of all the wood decking underlayment. Based on our experience during the 2019 replacement of the metal roof segment at Fire Station 82, the original wood underlayment was not properly installed, which led to warping and was unusable for the new roof (and needed full replacement). If it turns out that the wood decking underlayment is usable and in good shape, our costs will be less than the $284,389 bid. This bid represents cost growth from the FS 83 metal roof replacement approved in 2020 ($210,734) due to general growth in metal prices, overall labor cost growth throughout the supply chain, and $58,560 included in the bid for FS 81 reflecting removal/replacement of wood decking (only charged if needed).

The FY 2022 Budget includes funding for the scope set forth above.

The City has used Garland for multiple roof repair/replacement projects including: replacement of the metal roof segment at Fire Station 82; roof replacement at the Public Safety Headquarters complex: roof restoration, wall restoration, shingle, and metal edge roof section repairs at multiple Parks and Recreation facilities (Crabapple Government Center, Wills Park Pool Concession, Alpharetta Community Center, Equestrian Center, Wills Park Recreation Center and Arts/Crafts Center, etc.); etc. and has found their work, products and responsiveness to be exceptional.

Once a contract with Garland has been finalized and executed, completion will take no longer than 90-days from Notice-to-Proceed. This timeframe includes the ordering and delivery of all materials, which has required longer lead times than in recent years.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Omnia Proposal 25-GA-210786 - Alpharetta FS 81, Executive_Summary_Roofing, Roof Replacement Map, Roof Status Photos

Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055

ROOFING MATERIAL AND SERVICES PROPOSAL

Fire Station #81 Roof Replacement
City of Alpharetta
2970 Webb Bridge Rd.
Alpharetta, GA 30009

Date Submitted: 09/02/2021
Proposal #: 25-GA-210786
MICPA # PW1925
GEORGIA General Contractor License #: GCCO003281

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work: New Metal Roof System - Main Roof & Tower

1. Remove existing metal standing seam roof and dispose
2. Remove any and all rotted and or warped plywood and replace (PLEASE INCLUDE IN YOUR BID TO REMOVE AND REPLACE ALL, BUT PROVIDE A UNIT COST PER SHEET IN CASE NOT ALL NEEDS TO BE REPLACED)
3. Screw down new 1” ISO in place of plywood with 16GA bearing plate, leaving the original 1” ISO in accordance to wind up lift calculations
4. Apply R-MER Seal from Eave to Ridge in shingle like fashion with a minimum 3” overlap
5. Install the new metal roof 16” R-MER LOC system in accordance to Architectural Shop Drawings.
6. This will include:
    a. Proper installation of the clips per the uplift calcs and shop drawings provided.
    b. Proper installation of the panels as shown in the shop drawings.
    c. Proper installation of all rake edge, eave edge, and ridge cap metal as shown in the drawings.
    d. Proper installation of all metal roof components as shown in the shop drawings provided.
    e. Raising all pipes, vents, and curbs to accommodate the height change and proper flashing according to the details.
7. Build out new section over both existing internal gutters

8. Replace the existing metal copings around entire building new nailers might need to be installed
9. Install a new nailer across the eave under the metal roof to take out knee wall
10. Install a new gutter across both lengths.
11. Relocate (2) shut off boxes.
12. Install new gutters and downspouts in both of these areas, controlling the water to flow onto the lower flat roofs.
13. Lay over the existing masonry walls with a new TPO between both lower to upper roof.
14. Include $3,500 for architectural drawings in your bid

Attachment C: Bid Form - Line Item Pricing Breakdown

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
2.26	Tear-off & Dispose of Debris: SYSTEM TYPE Metal Roofing System - Wood / Tectum Deck	$ 2.40	6,400	SF	$ 15,360
3.08	Removal & Replacement of Roof Deck: DECK TYPE Large Areas of Wood Deck Replacement (Replacement areas averaging greater than 1 square)	$ 9.15	6,400	SF	$ 58,560
14.01.04	METAL ROOFING SYSTEMS - LOW SLOPE & STEEP SLOPE (2): INSULATION OPTIONS FOR ARCHITECTURAL STANDING SEAM ROOF INSTALLATION OVER SUBSTRATE: INSULATION OPTION: Architectural Application - Mechanically Fasten Polyisocyanurate to Provide an Average R-Value of 20; with 40 mil Self-Adhering Underlayment	$ 4.72	6,400	SF	$ 30,208
14.03.05	METAL ROOFING SYSTEMS - LOW SLOPE & STEEP SLOPE (2): ROOF CONFIGURATION Architectural or Structural Standing Seam Roof System; Seam Height At or Above 1" Below 2"; Aluminum Panels: THICKNESS OPTION: Bare Galvalume Coated Steel or Equal Panel Price - 24 Ga, 18" Wide Panels	$ 4.36	6,400	SF	$ 27,904
14.03.08	METAL ROOFING SYSTEMS - LOW SLOPE & STEEP SLOPE (2): ROOF CONFIGURATION Architectural or Structural Standing Seam Roof System; Seam Height At or Above 1" Below 2"; Aluminum Panels: PANEL WIDTH OPTION: Add for 16" Panel Width - Galvalume Coated Steel or Equal	$ 0.32	6,400	SF	$ 2,048
14.03.09	METAL ROOFING SYSTEMS - LOW SLOPE & STEEP SLOPE (2): ROOF CONFIGURATION Architectural or Structural Standing Seam Roof System; Seam Height At or Above 1" Below 2"; Aluminum Panels: COLOR OPTION: Add for Standard Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	$ 1.00	6,400	SF	$ 6,400

14.03.24	METAL ROOFING SYSTEMS - LOW SLOPE & STEEP SLOPE (2): ROOF CONFIGURATION Architectural or Structural Standing Seam Roof System; Seam Height At or Above 1" Below 2"; Aluminum Panels: PANEL INSTALLATION OPTION: Architectural Application - Installed Over Substrate At or Above 3:12 Slope	$ 6.90	6,400	SF	$ 44,160
	Sub Total Prior to Multipliers				**$ 184,640**
22.01	MULTIPLIER - DIFFICULT ROOF OR BUILDING ACCESS Multiplier is applied when labor production is effected by roof or building access. Situations that can cause roof access to be more difficult include, but are not limited to: no access for lifts or cranes, access is dependent upon road closure, access point requires the closure of a building entrance, roof level is not accessible from the ground, roof area is interior to adjacent roofs or roof materials and materials and equipment must be loaded to one roof area and carried to another roof area, roof materials and equipment must be carried to the roof through an interior building access point, no or limited staging areas on the ground, etc.	24	$ 184,640	%	$ 44,314
22.08	MULTIPLIER - ROOF HEIGHT IS GREATER THAN 20 FT, BUT LESS THAN OR EQUAL TO 50 FT STORIES Multiplier is applied when labor production is effected by the roof height. This multiplier applies to roof heights that exceed an estimated 2 stories, but are less than or equal to an estimated 5 stories. Additional roof height can require increased safety requirements, larger lift equipment, tie-offs, etc.	18	$ 184,640	%	$ 33,235
22.13	MULTIPLIER - ROOF HAS GREATER THAN 4/12 SLOPE Multiplier is applied when Roof Area has a Greater than 4/12 Slope, Steeper slope reduces overall labor production and requires additional safety precautions.	22	$ 184,640	%	$ 40,621
22.20	MULTIPLIER - ROOF SIZE IS GREATER THAN 5,000 SF, BUT LESS THAN 10,000 SF Multiplier is applied when Roof Size is greater than 5,000 SF, but less than 10,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across a smaller roof area resulting in fixed costs being a larger portion of the overall job costs	15	$ 184,640	%	$ 27,696
	Total After Multipliers				**$ 330,506**

Base Bid Total Maximum Price of Line Items under the MICPA: $ 330,506

Proposal Price Based Upon Market Experience: $ 284,389

Garland/DBS Price Based Upon Local Market Competition:

Safeshield	**$ 284,389**
Innovative Roofing Group	$ 310,966
NBC	Unresponsive

Unforeseen Site Conditions:

Wood Blocking (Nailer) Replacement	$	22.80	per Ln. Ft.

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could affect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Permits are included.
2. Bonds are included.
3. Plumbing, Mechanical, Electrical work is excluded.
4. Masonry work is excluded.
5. Interior Temporary protection is excluded.
6. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Joe Mullen

Joe Mullen
Garland/DBS, Inc.
(216) 430-3635

ROOFING SUPPLIES AND SERVICES, WATERPROOFING, AND RELATED PRODUCTS AND SERVICES CONTRACT 2019

Executive Summary

Lead Agency: Racine County, Wisconsin

Solicitation: Invitation for Bid #PW1925

IFB Issued: August 7, 2019

Pre-Bid Date: August 15, 2019

Bids Due: September 9, 2019

Bids Received: 2

Awarded to: Garland/DBS, Inc.

Racine County, Wisconsin issued IFB #PW1925 on August 7, 2019 to establish a national cooperative contract for Roofing Supplies and Services, Waterproofing, and Related Products and Services contract.

The solicitation included cooperative purchasing language in Section B. Terms and Conditions, item 5. National Contract:

Subject to its fiduciary and statutory obligations, Racine County, as the Principal Procurement Agency, defined in Attachment B – National Cooperative Contract to be Administered by OMNIA Partners, intends to partner with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit("Public Agencies"), through OMNIA Partners' cooperative purchasing program. Racine County is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency"). Attachment B – National Cooperative Contract to be Administered by OMNIA Partners contains additional information about OMNIA Partners and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Racine County, WI website
- Tallahassee Democrat, FL
- Arizona Business Gazette, AZ
- Desert News, UT
- Helena Independent Record, TN
- Houston Community Newspapers, Cy Creek Mirror, TX
- Montgomery Advertiser, AL
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- OMNIA Partners, Public Sector website
- Times Union, NY
- Daily Journal of Commerce, OR
- Herald-News, City of Joliet, Illinois
- Honolulu Star-Advertiser, HI
- Las Vegas Review-Journal, NV
- New Jersey Herald, NJ
- San Bernardino Sun, CA
- The Advocate – New Orleans, LA

- USA Today, nationwide

On September 9, 2019 bids were received from the following:

- CentiMark Corporation
- Garland/DBS, Inc.

Garland/DBS, Inc. was the lowest responsive, responsible, and qualified bidder based on the requirements issued in the IFB. The County Executive, who was granted authority on August 30 2019 by the Racine County Commissioners, approved the contract award. The contract was executed on September 27, 2019 with an effective date of October 15, 2019.

Contract includes:

- Roofing supplies and services, waterproofing, and related products and services.

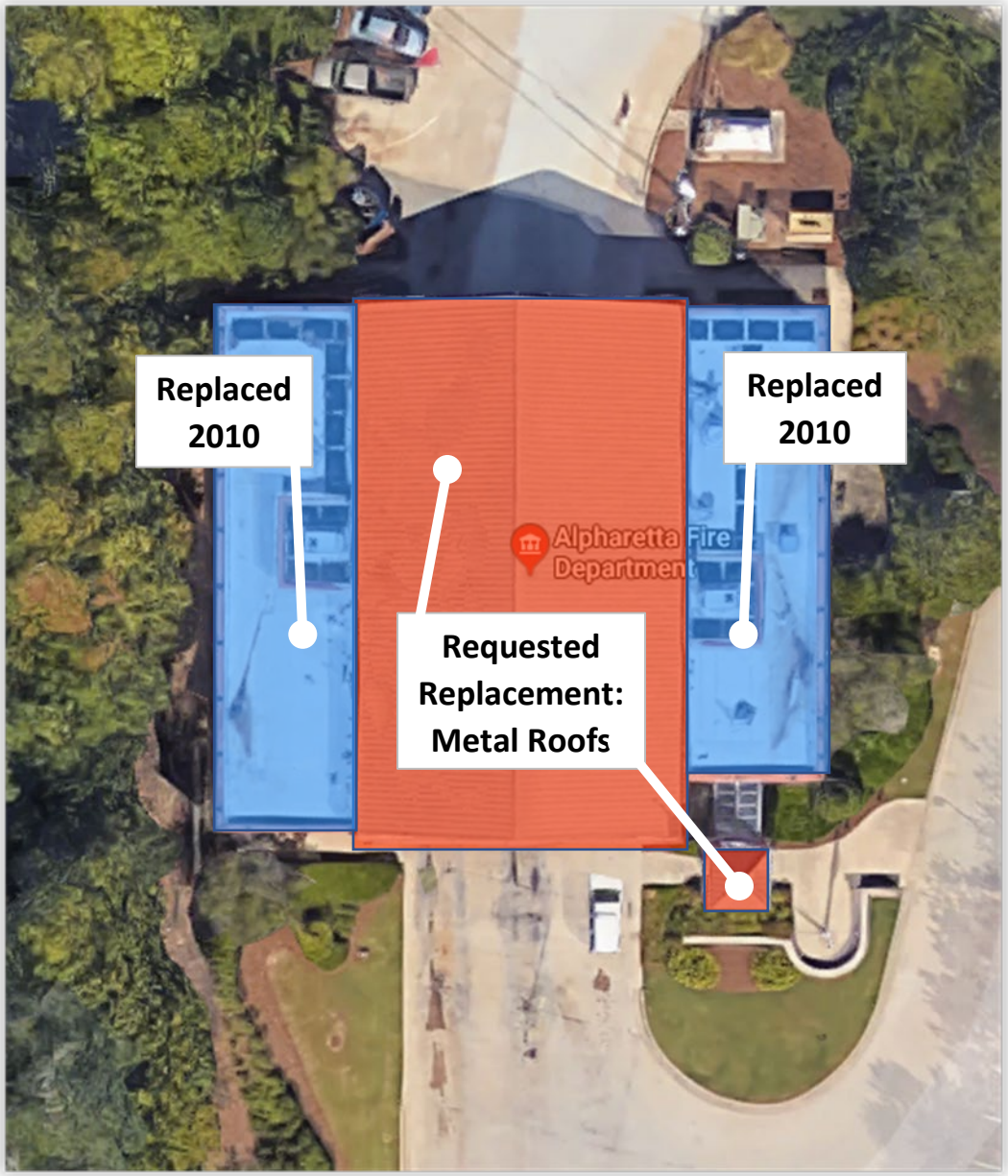
Term:

- October 15, 2019 to October 14, 2024 with 1 additional 5-year term.

Pricing/Discount:

- Price as stated for all schedules included in the Project Manual.

Roof Replacement Map



Fire Station 81

Current Status – including repairs to extend the life which are beginning to lose effectiveness.

City Council Meeting
STAFF REPORT

Submitting Department: Public Safety
Submitted By: Bob Regus, John Robison
Sponsored By:
Meeting Date: September 20, 2021

I. AGENDA ITEM TITLE: ADOPTION OF THE 2021 EMERGENCY OPERATIONS PLAN (EOP)

II. RECOMMENDATION:

Approve the resolution, as presented, adopting the 2021 City of Alpharetta Emergency Operations Plan (EOP) and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: THERE ARE NO DIRECT COSTS ASSOCIATED WITH ADOPTION OF THE PLAN.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

The City of Alpharetta's Emergency Operations Plan (EOP) is a comprehensive plan developed to ensure preparedness, response and recovery from natural and manmade disasters. Alpharetta's EOP consists of the written Council Resolution, basic plan, appendices, and annexes. The "Basic Plan" details each Emergency Support Function (ESF) and which departments are responsible for their operation during an Emergency Operations Center activation.

Within the attached draft document titled "City of Alpharetta Emergency Operations Plan 2021 Edition", changes were made to update the previous EOP which was last revised in 2012. Minimal changes were needed, and all additions from the 2012 plan are highlighted in yellow and all deletions are highlighted in red for easy reference.

V. ALTERNATIVES:

VI. ATTACHMENTS:

2021 Emergency Operations Plan Resolution, City of Alpharetta Emergency Operations Plan 2021 Edition

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF ALPHARETTA FOR THE ADOPTION OF THE 2021 EMERGENCY OPERATIONS PLAN (EOP)

WHEREAS, the City of Alpharetta, Georgia (the "City") may be subjected to emergencies and disasters of all kinds and of different magnitudes; and

WHEREAS, the City will be prepared to respond during emergencies and disasters to protect public peace, health and safety and to preserve lives and property of the people; and

WHEREAS, the City will mitigate emergencies and disasters by effective planning and preparedness; and

WHEREAS, the City will plan and prepare in order to implement efficient emergency operations; and

WHEREAS, the City will coordinate all Emergency Support Functions of City Departments through the Office of Emergency Management; and

WHEREAS, the City, through the Office of Emergency Management, will coordinate emergency mitigation, preparedness, response, and recovery with comparable functions of state and federal agencies, other jurisdictions, private sector agencies and volunteer disaster relief organizations;

NOW, THEREFORE, BE IT RESOLVED,

That the Director of the City of Alpharetta's Office of Emergency Management shall be authorized to exercise overall direction and coordination of emergency and disaster planning and operations; and

IT IS FURTHER RESOLVED, that the Director of the City of Alpharetta's Office of Emergency Management shall be authorized to activate and deactivate the City Emergency Operations Center, any Secondary Emergency Operations Center that may be opened and/or support of all City Department in an emergency or disaster; and

IT IS FURTHER RESOLVED, that the Mayor or designee shall serve as the Director of the City of Alpharetta's Office of Emergency Management; and

IT IS FURTHER RESOLVED, that the City of Alpharetta Emergency Operations Plan shall be binding on all City Department providing Emergency Support

Functions and shall serve as the basis to assist the City in time of emergency or disaster; and

IT IS FURTHER RESOLVED, the Director of the City of Alpharetta's Office of Emergency Management shall provide direction and coordination of all activities and functions provided by state agencies and organizations and shall perform other duties prescribed herein; and

IT IS FURTHER RESOLVED, that the primary and support function responsibilities for emergency management services and resources shall be as follows:

EMERGENCY SUPPORT FUNCTION	**AGENCY/ORGANIZATION**
1. Transportation	**Primary** Department of Recreation, Parks & Cultural Services **Support** Department of Public Works
2. Communications	**Primary** Department of Public Safety **Support** Department of Technical Services Department of Fire and Emergency Services Office of Homeland Security & Emergency Management
3. Public Works	**Primary** Department of Public Works **Support** Department of Recreation, Parks & Cultural Services
4. Fire Fighting	**Primary** Department of Fire & Emergency Services **Support** Department of Police Services
5. Emergency Management	**Primary** Alpharetta Mayor, or designee **Support** Department of Public Safety Department of Police Services Department of Fire & Emergency Services Department of Public Works Department of Recreation, Parks & Cultural Services Department of Community Development Department of Financial Services Department of Human Resources

6. Mass Care	**Primary** Department of Recreation, Parks & Cultural Services **Support** Department of Community Development
7. Resource Support	**Primary** Department of Financial Services **Support** Department of Human Resources
8. Health & Medical	**Primary** Department of Fire & Emergency Services **Support** Department of Police Services Department of Human Resources
9. Search & Rescue	**Primary** Department of Fire & Emergency Services **Support** Department of Public Works Department of Police Services Department of Recreation, Parks & Cultural Services
10. Hazardous Materials	**Primary** Department of Fire & Emergency Services **Support** Department of Police Services Department of Public Works
11. Food & Water	**Primary** Department of Human Resources **Support** Department of Community Development Department of Recreation, Parks & Cultural Services
12. Energy	**Primary** Department of Public Works **Support** Department of Public Safety
13. Public Safety & Security	**Primary** Department of Public Safety

IT IS FURTHER RESOLVED; that each City Department assigned primary Emergency Support Function responsibilities shall provide assistance in preparation and revision of such functions, collaborate with support agencies and maintain accompanying Standard Operating Plan; and

IT IS FURTHER RESOLVED, that each City Department with primary and/or support responsibilities shall assign personnel to: serve in the Emergency

Operations Center (EOC), maintain a 24-hour response capability, conduct and participate in training and exercises, prepare updates to the City of Alpharetta Emergency Operations Plan, as necessary, and maintain reporting systems as required by state and federal laws and regulations.

All other departments not assigned a primary or support role in emergency management shall implement duties or services that may be required during an emergency or disaster as requested by the Mayor.

Any Executive Order in conflict with this Resolution is hereby rescinded.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Alpharetta hereby adopts the 2021 Emergency Operations Plan.

SO RESOLVED this _____ day of _____, 2021.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PRECEDING PAGE]

COUNCIL MEMBERS

_____
Mayor Pro Tem Mitchell

_____
Council Member Burnett

_____
Council Member Richard

_____
Council Member Hipes

_____
Council Member Binder

_____
Council Member Merkel

(SEAL)

Attest:

_____
Erin Cobb, City Clerk

Approved as to form and legal sufficiency:

_____
City Attorney

City of Alpharetta

Emergency Operations Plan

2012 Edition 2021

Office of Emergency Management

City of Alpharetta

2 South Main St.
Alpharetta, Georgia 30004
678-297-6000

David Belle Isle
Mayor, Emergency Manager

Joe Popadics
Emergency Management Coordinator

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THE CITY OF ALPHARETTA

RESOLUTION

BY THE CITY COUNCIL:

WHEREAS: The City of Alpharetta may be subjected to emergencies and disasters of all kinds and of different magnitudes;

WHEREAS: The City of Alpharetta will be prepared to respond during emergencies and disasters to protect public peace, health and safety and to preserve lives and property of the people;

WHEREAS: The City of Alpharetta will mitigate emergencies and disasters by effective planning and preparedness;

WHEREAS: The City of Alpharetta will plan and prepare in order to implement efficient emergency operations;

WHEREAS: The City of Alpharetta will coordinate all Emergency Support Functions of City Departments through the Office of Emergency Management; and

WHEREAS: The City of Alpharetta, through the Office of Emergency Management, will coordinate emergency mitigation, preparedness, response and recovery with comparable functions of state and federal agencies, other local jurisdictions, private sector agencies and volunteer disaster relief organizations.

PROMULGATED AND ISSUED:

NOW, THEREFORE, PURSUANT TO THE AUTHORITY VESTED IN ME AS MAYOR OF THE CITY OF ALPHARETTA, IT IS HEREBY ORDERED THAT:

The Director of the City of Alpharetta Office of Emergency Management shall be authorized to exercise overall direction and coordination of emergency and disaster planning and operations, as stated in the City of Alpharetta Code Book Sec. 7-4

The Director of the City of Alpharetta Office of Emergency Management shall be authorized to activate and deactivate the City Emergency Operations Center, any Secondary Emergency Operations Center that may be opened and/or support of all city departments in an emergency or disaster;

Alpharetta Mayor, or designee, shall serve as the Director of the Alpharetta Office of Emergency Management.

The City of Alpharetta Emergency Operations Plan shall be binding on all city departments providing Emergency Support Functions and shall serve as the basis to assist the city in time of emergency or disaster;

The Director of the City of Alpharetta Office of Emergency Management shall provide direction and coordination of all activities and functions provided by state agencies and organizations and shall perform other duties prescribed herein; and

The primary and support function responsibilities for emergency management services and resources are as follows:

EMERGENCY SUPPORT FUNCTION	Agency/Organization
1. TRANSPORTATION	**PRIMARY** Department of Recreation, Parks and Cultural Services **SUPPORT** Department of Engineering and Public Works

2.	**COMMUNICATIONS**	**PRIMARY** Department of Public Safety **SUPPORT** Department of Technical Services Department of Fire and Emergency Services Office of Homeland Security & Emergency Management
3.	**PUBLIC WORKS AND ENGINEERING**	**PRIMARY** Department of Engineering and Public Works **SUPPORT** Department of Recreation, Parks and Cultural Services
4.	**FIRE FIGHTING**	**PRIMARY** Department of Fire and Emergency Services **SUPPORT** Department of Police Services
5.	**EMERGENCY MANAGEMENT**	**PRIMARY** Alpharetta Mayor, or designee **SUPPORT** Department of Public Safety Department of Police Services Department of Fire and Emergency Services Department of Engineering and Public Works Department of Recreation, Parks and Cultural Services. Department of Community Development Department of Financial Services Department of Human Resources
6.	**MASS CARE**	**PRIMARY** Department of Recreation, Parks and Cultural Services **SUPPORT** Department of Community Development
7.	**RESOURCE SUPPORT**	**PRIMARY** Department of Financial Services **SUPPORT**

		Department of Human Resources
8.	HEALTH AND MEDICAL	**PRIMARY** Department of Fire and Emergency Services **SUPPORT** Department of Police Services Department of Human Resources
9.	SEARCH AND RESCUE	**PRIMARY** Department of Fire and Emergency Services **SUPPORT** Department of Engineering and Public Works Department of Police Services Department of Recreation, Parks and Cultural Services
10.	HAZARDOUS MATERIALS	**PRIMARY** Department of Fire and Emergency Services **SUPPORT** Department of Police Services Department of Engineering and Public Works
11.	FOOD & WATER	**PRIMARY** Department of Human Resources **SUPPORT** Department of Community Development Department of Recreation, Parks and Cultural Services **ENERGY PRIMARY** Department of Engineering and Public Works **SUPPORT** Department of Public Safety Department of Fire and Emergency Services Department of Police Services
12.	PUBLIC SAFETY & SECURITY	**PRIMARY** Department of Public Safety **SUPPORT** Department of Police Services

Department of Fire and Emergency Services

13.	**LONG TERM RECOVERY & MITIGATION**	**PRIMARY** Community Development **SUPPORT** Department of Engineering and Public Works
14.	**EXTERNAL AFFAIRS**	**PRIMARY** City Administrator's Office **SUPPORT** Department of Public Safety

AND IT IS FURTHER ORDERED THAT:

Each city department shall appoint an Emergency Coordinator and two alternates to serve in time of an emergency or disaster;

Each city department assigned primary Emergency Support Function responsibilities shall provide assistance in preparation and revision of such functions, collaborate with support agencies and maintain accompanying Standard Operating Plan;

Each city department with primary and/or support responsibilities shall assign personnel to: serve in the Emergency Operations Center (EOC), maintain a 24-hour response capability, conduct and participate in training and exercises, prepare updates to the City of Alpharetta Emergency Operations Plan as necessary and maintain reporting systems as required by state and federal laws and regulations;
All other departments not assigned a primary or support role in emergency management shall implement duties or services that may be required during an emergency or disaster as requested by the Mayor;
Any Executive Order in conflict with this document is hereby rescinded.

SO ORDERED: This_____day of_____, 2012.

_____
Mayor

ATTEST:

_____

Witness

PREFACE

This comprehensive city emergency operations plan is developed to ensure mitigation and preparedness, appropriate response and timely recovery from natural and man-made hazards, which may affect residents of the City of Alpharetta. All actions undertaken by the office of Emergency Management will focus on the protection of lives and property, with special consideration toward victims of the disaster. The City of Alpharetta Office of Emergency Management encourages education and training to prepare the citizens of Alpharetta to respond to an emergency or disaster in the most cost-efficient manner.

The City of Alpharetta Emergency Operations Plan is organized based on the National Incident Management System and the authority of the state government for emergency management and contains specific Emergency Support Functions (ESF's). Standard Operating Procedures (SOP's) are the responsibility of the primary city department for each ESF in coordination with other supporting agencies and organizations.

The plan consists of three sections:

1. *Basic Plan*—outlines the legal basis, situations and assumptions, responsibilities, concept of operations, direction and coordination of emergency operations;

2. *Emergency Support Function*—states specific assistance, describes each primary department's responsibility and authority, including each support department(s)'s responsibilities and indicates the direction and coordination of each function; and

3. *Appendices*—provide support information referenced in the plan.

The City of Alpharetta Emergency Operations Plan is designed to work in conjunction when necessary with the Atlanta-Fulton County Emergency Management Agency as well as the Georgia Emergency Management Agency and Federal Emergency Management Agency.

DISTRIBUTION LIST

Department

Mayor ..... Electronic
City Council Members ..... Electronic
City Administrator ..... Electronic
Department of Public Safety ..... Electronic
Department of Fire and Emergency Services ..... Electronic
Department of Police Services ..... Electronic
Department of Engineering and Public Works ..... Electronic
Department of Financial Services ..... Electronic
Department of Community Development ..... Electronic
Department of Recreation and Parks ..... Electronic
Department of Technical Services ..... Electronic
Department of Human Resources ..... Electronic
AFCEMA ..... Electronic
GEMA ..... Electronic

Dept. Economic Development

BASIC PLAN

I. INTRODUCTION

This plan establishes guidelines for emergency management preparedness and response within the City of Alpharetta to: prevent emergency situations, reduce vulnerability, establish capabilities to protect residents from effects of a crisis, respond effectively and efficiently to emergencies and provide for rapid recovery from an emergency or disaster.

Emergency Support Functions (ESFs) and accompanying services in Alpharetta will be maintained to save lives, protect health, prevent or minimize property damage and provide assistance to people and communities threatened by an emergency or disaster. City personnel and resources will be available when emergency or disaster response and recovery operations are needed. Assistance can be coordinated with private agencies/organizations, local, state and federal governments. The Alpharetta Office of Emergency Management (AOEM), on behalf of the Mayor, will determine the level and duration of resource commitment. The Mayor will declare a State of Emergency and request a State Declaration when appropriate.

II. PURPOSE

The purpose of this plan is to prevent or minimize injury to people and damage to property resulting from emergencies or disasters of natural or man-made origin.

III. SITUATIONS AND ASSUMPTIONS

A. Situations

1. The city identifies hazards that have the potential to disrupt day-to-day activities and/or cause extensive property damage, personal injury and/or casualties.
2. This plan will operate in conjunction with the Atlanta-Fulton County Emergency Operations Plan in the event of a countywide emergency.

B. Assumptions

1. City departments and/or support organizations assume responsibility for emergency management operations and commit available resources to save lives and to minimize personal injury and property damage. Assistance from other local, state and the federal government may be available when emergency or disaster

response and recovery operations exceed local government capabilities.

IV. CONCEPT OF OPERATIONS

The plan encompasses three levels of government: local, state and federal. The private sector is also a part of this planning process. Emergency operations are initiated at the local jurisdiction. AOEM will request assistance through the Atlanta-Fulton County Emergency Management Agency (AFCEMA) and the Georgia Emergency Management Agency (GEMA) for disasters resulting in a State Declaration. Federal Emergency Management Agency (FEMA) assistance may then be requested by GEMA.

A. Phases of Emergency Management

1. **Mitigation** activities may prevent an emergency or disaster, reduce a community's vulnerability and/or minimize the adverse impact of disasters and emergencies. An example of a preventable measure is the placement of severe weather sirens throughout the city.

2. **Preparedness** activities occur prior to an emergency or disaster to support and enhance response. Planning, training, exercises, community awareness and education are among such activities. The City's "Storm Ready" program is an example.

3. **Response** activities address the immediate and short-term effects of an emergency or disaster. These activities help to reduce casualties and damage, and also speed recovery. Response includes coordination and direction, communications and warning, evacuation and specific ESF responsibilities. AOEM's Mobile Command Vehicle (MCV) may be utilized to assist during response.

4. **Recovery** activities involve restoring communities to a day-to-day state. Short-term recovery activities include damage assessment and the return of vital functions to minimum operating standards (i.e., utility and emergency services). Long-term recovery activities may continue for years (i.e., reconstruction and relocation, water treatment plant replacement and well testing on private property).

B. Local Government Responsibilities

1. The City of Alpharetta is responsible for all emergency management in order to save lives and protect property. The Alpharetta Office of Emergency Management (AOEM) assumes responsibility for the development and implementation of the Local Emergency Operations Plan (LEOP).

2. The City Departments are encouraged to establish mutual aid agreements with other agencies and activate bi-jurisdictional agreements with bordering jurisdictions for emergencies and disasters.

3. The AOEM will utilize all available resources from within the jurisdiction, including voluntary and private assets, before requesting county/state assistance. Documentation of personnel, equipment and resources will be maintained in time of an emergency or disaster for local, state and/or federal purposes.

4. For ease of communication and structure all incidents involving multiple City Departments or any activation of this plan will utilize the Incident Command System (ICS) that follows the National Incident Management System (NIMS) model.

C. State Government

1. After an emergency or disaster exceeds the local government's capacity to respond, assistance may be requested from other jurisdictions and GEMA. GEMA has designated areas to target state assistance. The Governor may declare a State of Emergency to activate necessary state resources. If the emergency or disaster exceeds the state's capacity, assistance may be requested through the Emergency Management Assistance Group (EMAG). The Governor may also request assistance from the President. Upon a Presidential Declaration, assistance as requested by the state will be provided through federal ESFs.

2. State services and resources are supplements to local governments and follow matching ESFs. State agencies and organizations serve as support agencies/organizations for functional responsibilities.

D. Federal Government

1. Federal assistance will supplement state and local governments and shall be provided under governing authorities. Examples of

agencies providing assistance are FEMA, Small Business Administration (SBA) and United States Department of Agriculture (USDA). Assistance from federal agencies is provided through public laws and regulations.

2. Federal assistance made available to relieve the effects of an emergency or disaster will be coordinated by the Governor's designated representative(s).

3. Upon a Presidential Declaration, federal regulations require the appointment of the following representatives:

   A. A Governor's Authorized Representative (GAR) The GEMA Director or designee will serve in this capacity and execute on behalf of the state necessary documents for federal assistance following a disaster.

   B. A Federal Coordinating Officer (FCO) FEMA will appoint an FCO to serve as a liaison to the state working in coordination with the GAR.

   C. A Grant Coordinating Officer (GCO) The Department of Human Resources—Division of Family and Children Services Disaster Coordinator will assume this responsibility and administer the Individual and Family Grant (IFG) Program made available through FEMA. All reports and documents will be submitted through the GAR.

V. CONTINUITY OF GOVERNMENT

Effective comprehensive emergency management operations depend upon two important factors: 1) lines of succession for officials, department heads, authorized personnel and 2) preservation of records.

A. Line of Succession

In the event that an official or agency charged with participating in emergency operations is unable to perform, the line of succession will be established to ensure that continuous emergency services are provided.

1. City Of Alpharetta

   a. Mayor

b. City Administrator

c. Mayor Pro-Term of the City Council

2. Alpharetta Department of Public Safety

a. Director of Public Safety

b. Deputy Director of Public Safety

c. Public Safety Administrator

Chief McCullers, Hall, PD Major ???

The line of succession to each department head is determined according to the standard operating procedures established by each department.

B. Preservation of Records

In order to provide normal government operations after an emergency, all vital records of both a public and private nature, recorded by various City officials, must be protected and preserved. These would include legal documents, property deeds, tax records, etc.

The following guidelines will apply:

1. Certain records and documents are vital to the continuance of government following a major disruption of normal activities such as a major emergency. These records and documents are to be identified by officials responsible for their day-to-day maintenance.

2. Resources from local government will be allocated to provide for one or more of the following options:

a. Duplication of all such reports

b. Timely movement to a safe and secure area outside of the hazard zone.

c. Development of secure and safe storage areas in several locations, either within the City of Alpharetta or outside of the area.

VI. DIRECTION AND COORDINATION

A. Responsibilities of AOEM and city departments:

1. As stated in the City of Alpharetta Code Book, Sec. 7-4. Director of Emergency Management: There is hereby created the Office of the City Emergency Management Director. Such officer shall be nominated by the mayor, and appointed by the governor as provided by law. The director is hereby charged:

   a) To represent the mayor on all matters pertaining to emergency management
   b) To develop a city emergency management plan. This plan shall provide for the effective mobilization of all the resources of the city, both private and public.
   c) To obtain and utilize cooperation of city officials in the preparation and implementation of emergency management plans.
   d) During times of emergency, direct COORDINATE the services of all city emergency management forces.
   e) During times of emergency, obtain vital supplies and equipment needed for the protection of life and property of people and bind the city for the value thereof and if required immediately, requisition same.

   (Ord. No. 81, 2, 11-20-61)

2. The City Administrator Mayor is the Director of Emergency Management. The AOEM Director assumes responsibility for direction and coordination of ESFs at the cities **Emergency Operations Center (EOC), 2565 Old Milton Parkway, Alpharetta, Georgia, 30009.** At the discretion of the AOEM Director and in concurrence with the Mayor, a designated alternate EOC may become operational. Each ESF is assigned to a primary city department and support departments through the Executive Order of the Mayor. All primary and support departments responding to an emergency or disaster will be coordinated by AOEM. In addition, other assistance through private agencies/organizations will be coordinated as a part of this process.

3. A Mobile Command Vehicle (MCV) may be established at or near an emergency or disaster site. In the event the city is unable to

perform responsibilities, the AOEM Director may request support to assist during an emergency or disaster.

4. ESFs are matched with the Georgia Response Plan and the National Response Plan (NRP) to assure efficient and effective response. Additional ESFs may be included to meet the City of Alpharetta's needs. City departments with primary ESF responsibilities shall develop and maintain, in coordination with support agencies and organizations, a Standard Operating Procedure (SOP).

5. Disaster preparedness information, training and exercises will be provided by AOEM through the Director.

6. AOEM Communications provides warnings and other emergency information of actual, imminent and impending danger or threats to the lives and property of the citizens of Alpharetta.

7. Upon escalation of an emergency or disaster, the AOEM Director may require partial or full activation of the EOC with representation of primary and/or support agencies and organizations. The Emergency Coordinator and/or Alternate authorized to act on behalf of the AOEM will perform EOC functional responsibilities. Briefings on the situation will be provided in the EOC. Situation reports will be provided to departmental officials.

8. AOEM may seek additional assistance from other jurisdictions through mutual aid agreements if the City of Alpharetta needs additional assistance with an emergency or disaster.

9. The AOEM Director and/or authorized representative will work with AFCEMA / GEMA. If the situation appears to be approaching disaster status, AFCEMA or GEMA will be requested to send a liaison to the EOC. GEMA may then request assistance from FEMA. Upon a Presidential Declaration, federal assistance will be provided as requested by the state. An FCO will be assigned to work with the state upon Presidential Declaration.

10. Public information briefings, news releases and all other emergency information generated by city departments and organizations will be coordinated and/or released through the AOEM or Public Affairs Office .

11. Expenditure reports that include personnel, travel, supplies and equipment must be in accordance with local, state and federal laws and regulations.

12. The AOEM Director will reduce the Operating Conditions (OPCON) Level and close the EOC, as appropriate. Emergency operations will cease when the situation has decreased to a departmental level within the city.

13. For efficiency, all events will utilize the National Incident Management System (NIMS) which has been adopted by Federal, State and Local Governments.

B. Responsibilities of the AOEM Director include the following:

1. Coordinate execution of ESFs with intercity departments, local and state governments, and private agencies/organizations;

2. Maintain surveillance of potentially threatening conditions and direct appropriate communications, warning and preparedness actions;

3. Initiate and/or encourage emergency management agreements with intercity departments, private agencies/organizations, local and state governments;

4. Provide training, technical assistance and planning guidance to city departments;

5. Conduct and participate in periodic exercises to evaluate emergency plans in order to maintain a high standard of preparedness;

6. Maintain, update and distribute all revisions and initiate other actions deemed necessary for effective implementation; and

7. Advise the Mayor, city departments, private agencies/organizations, local governments and state agencies of the severity and magnitude of an emergency situation as necessary.

C. Responsibilities of city department heads/representatives include the following:

1. Appoint a primary and alternate Emergency Coordinator with the authority to commit department personnel and resources to expedite the provision of services in emergencies and disasters;

2. Assume responsibility for preparing and maintaining ESF planning and operational responsibilities as designated by the Mayor;

3. Prepare and maintain a SOP for ESF responsibilities;

4. Assign personnel to augment the EOC, in accordance with emergency and disaster requirements, upon request by the AOEM Director;

5. Mobilize and utilize department personnel and resources to meet emergency and disaster requirements as necessary;

6. Support and/or conduct training and exercises for department personnel assigned to execute respective ESF responsibilities;

7. Maintain a 24-hour response team and internal notification system for emergency management;

8. Collaborate with state agency representatives on respective ESF responsibilities and assist during a disaster; and

9. Review and update respective ESF responsibilities and SOPs.

VI. FUNDING AND ACCOUNTABILITY

A. City Funds

1. DURING WORKING HOURS

a. If an emergency occurs during normal business hours of the Financial Services Department, the Budget / Finance Coordinator is to be contacted regarding an emergency purchase order. The below listed procedures should be followed:

i. Contact the Budget / Finance Coordinator to request that a quote be obtained (if over $2,500) and inform

the Coordinator why the purchase is necessary; the Budget / Finance Coordinator will then issue an emergency purchase order and inform the Director of Finance.

ii. If the emergency purchase is over $5,000.01 the Director of Finance will request that three quotes be obtained and notify the City Administrator / AOEM Director to obtain his/her approval prior to proceeding.

iii. If the emergency purchase is over $20,000.01, the City Administrator / AOEM Director will notify the Mayor to obtain his/her approval prior to proceeding.

iv. If the emergency purchase is over $35,000.01, the City Administrator / AOEM Director will notify the Mayor and the members of the respective departmental Council Committee for their approval prior to proceeding.

2. BEFORE OR AFTER NORMAL BUSINESS HOURS

a. Prior approval of emergency purchases should be obtained if at all possible. However, when there exists a threat to public health, welfare, safety, or property before or after normal business hours, the below listed procedures should be followed:

i. If the estimated amount of the expenditure is less than $2,499 the Department Head is authorized to make the necessary expenditure.

ii. If the estimated amount of the expenditure is between $2,500 and $5,000 the Department Head is authorized to make the necessary expenditure after a reasonable attempt is made to obtain a written quote. The Department Head is responsible for making a written explanation of the emergency expenditure to the Director of Finance the morning of the next working day. The explanation should include time, date, circumstances, and any prices obtained for comparison.

iii. If the estimated amount of expenditure is $5,001 or more, the Department Head should contact the City Administrator / AOEM Director for approval before

proceeding. If the City Administrator / AOEM Director cannot be contacted then the Director of Finance should be contacted for approval. If approval is obtained, the City Administrator / AOEM Director and/or Director of Finance will contact the Mayor. The Department Head should contact the respective Council Committee chairperson to inform him/her of the emergency situation. The Department Head and/or the Committee Chairperson will inform the other members of the respective committee of the emergency situation.

B. State Funds

Expenditures of state funds will be in accordance with state laws and regulations and subject to state and federal audits. Utilizing emergency powers, the Governor may mobilize all available state resources as necessary to cope with an emergency or disaster. State agencies, local governments and private agencies/organizations are responsible for collecting, reporting and maintaining records of expenditures, including costs for personnel, incurred as a result of an emergency or disaster. These records shall serve as supporting data in order to determine the need for and preparation of requests for federal assistance.

C. Federal Funds

Federal funds provided to the state as a result of a Presidential Declaration will be coordinated through the Governor or his designee. Use of federal funds is subject to verification and state and federal audit. State agencies, local governments and private agencies/organizations are responsible for establishing reporting and accounting systems for emergency and disaster purposes.

Federal law prohibits the duplication of benefits. Individuals, businesses or other entities shall not receive federal disaster assistance when compensation for the loss has been received from insurance or other sources.

Discrimination against persons on the basis of age, color, economic status, nationality, race, religion, sex or handicap in the administration of emergency services or disaster relief is prohibited.

VII. PLAN DEVELOPMENT AND MAINTENANCE

A. This plan is the principal source of documentation for the City of Alpharetta's emergency management responsibilities. Each primary city department has the responsibility for developing and maintaining the respective ESF(s) for this plan. Overall coordination of the planning process resides with the Alpharetta Office of Emergency Management. This responsibility extends to timely planned updates and revisions.

B. Those who will implement it must understand the contents of this plan or it will not be effective. Thus, the Director of Emergency Management or designee will brief the appropriate officials on their roles in emergency management. The Director of Emergency Management or designee will also brief newly employed/elected officials as they assume their duties.

C. The Director of Emergency Management or designee will conduct an annual review of the Plan by all agencies. Officials and Department Heads can recommend changes or provide information at any time. However, the Director of Emergency Management or designee must approve any changes.

D. This Plan or any portions thereof will be activated by the order of the Mayor.

E. For training purposes and exercises, the Emergency Management Director may activate this plan to ensure a continuous readiness posture.

F. This Plan will be undated as required based on deficiencies identified through drills and exercises, changes in local government structure, technological changes, etc.

G. This plan will become effective upon the date it is approved and signed by the Mayor of Alpharetta.

EMERGENCY SUPPORT FUNCTION 1
TRANSPORTATION

INTRODUCTION

This Emergency Support Function (ESF) supports State/Federal Response Plan ESF #1 (Transportation). The Department of Parks and Recreation is responsible for coordination of transportation resources, assisting with evacuation and mobilizing transport of personnel, supplies and equipment.

PURPOSE

The purpose of ESF 1 is to provide coordination of department resources in order to assist with evacuation and transport of personnel, supplies and equipment during an emergency or disaster.

RESPONSIBILITY

A. Primary – Recreation, Parks and Cultural Services

B. Support

AGENCY	RESOURCE
Engineering and Public Works	Personnel, Vehicles

CONCEPT OF OPERATIONS

A. The Department of Parks and Recreation will coordinate with appropriate city departments to ensure operational readiness. Parks and Recreations will develop and maintain a Standard Operating Plan (SOP).

B. Transportation will be coordinated with the Engineering and Public Works Emergency Support Function (ESF 3) to ensure the transportation infrastructure is adequate to meet transport needs.

C. All designated departments will provide personnel, equipment, operations and maintenance at the request of the Parks and Recreations Emergency Coordinator.

D. Emergency operations necessary for the performance of this ESF include, but are not limited to:

1. Mitigation/Preparedness

a. Develop a coordinated approach among and between designated city departments and organizations and identify available resources;

b. Locate areas likely to contain citizens with special needs.

c. Establish a system to respond to requests for transportation assistance, and

d. Participate in and/or conduct exercises and tests.

2. Response/Recovery

a. Respond to assistance requests from the AOEM requiring transportation support;

b. Assist other city departments in determining the most viable available transportation networks to, from and within the emergency or disaster area;

c. Obtain volunteer transportation services to meet additional transportation needs;

d. Coordinate public information with and provide updates for ESF-15, External Affairs;

e. Continue to render transportation support as long as the situation exists;

f. Maintain financial records on personnel, supplies and other resources utilized and report expenditures to ESF 7 and AOEM upon request; and

f. Resume day-to-day operations.

SUCCESSION OF AUTHORITY

The Department of Parks and Recreations shall provide an Emergency Coordinator and Alternate to meet the responsibilities of the department. The designee(s) shall represent the department during an emergency or disaster and provide for operational support in the Emergency Operations Center when requested by AOEM.

STATE RESPONSE

A. The Georgia Department of Transportation (GA DOT) can coordinate emergency or disaster response as authorized through a State Declaration to assist local governments with personnel, equipment, operations and maintenance.

B. GA DOT can provide financial assistance to local departments for transportation services and issue necessary rules and regulations.

EMERGENCY SUPPORT FUNCTION 2
COMMUNICATIONS AND WARNING

I. INTRODUCTION

This Emergency Support Function (ESF) supports State/Federal Response Plan ESF #2 (Communications). This ESF includes: information and reporting; surveillance of threatening conditions; 24-hour radio, telephonic capability; and activation of the Emergency Alert System (EAS). The Alpharetta Office of Emergency Management (AOEM) provides assistance for this ESF including the utilization of equipment and personnel to coordinate and disseminate information before, during and after an emergency or disaster. If Communications become overburdened or destroyed, other resources shall be used to: augment city communication and warning systems and to disseminate instructions and operational guidance

II. PURPOSE

To provide communications, surveillance and warning coordination among city, state and other local agencies and organizations to save lives and protect property.

III. RESPONSIBILITY

A. Primary – Department of Public Safety

B. Support

AGENCY	RESOURCE
Technical Services	Communications, Vehicles, Equipment
Fire and Emergency Services	Communications, Vehicles
Office of Homeland Security / Emergency Management	Communications,Vehicles/MCV, Equipment

IV. CONCEPT OF OPERATIONS

A. The Department of Public Safety will coordinate with appropriate agencies and organizations to ensure operational readiness before, during and after an emergency or disaster. Communications will develop and maintain a Standard Operating Plan (SOP).

B. Communications will initiate actions appropriate to the functions of communications before, during and after an emergency or disaster. Every effort will be made to support city equipment and personnel needs.

C. Dispatch communications and warning network will be maintained to provide citywide emergency alert communications. Advisories will be made through local communication networks to alert the city to conditions. These advisories will be received from the National Weather Service (NWS). As the imminent threat of a disaster warrants, warning systems will be employed until stable conditions return.

D. Capability of the Mobile Command Vehicle (MCV) will be maintained to provide on-the-scene coordination of emergency communications during an emergency or disaster.

E. Communications will be maintained with the Atlanta Fulton County Emergency Management Agency (AFCEMA), Georgia Emergency Management Agency (GEMA) and other local Emergency Management Agencies to coordinate and provide guidance and assistance.

F. Agreements and contracts will be maintained to ensure equipment and system maintenance on a 24-hour-a-day basis. Alternate communications systems shall be maintained and tested for back up capability.

G. Emergency operations necessary for the performance of this function include, but are not limited to:

1. Mitigation/Preparedness

a. Recruit, train and designate radio operators to operate equipment in the Communications Center

b. Develop a plan for the use of alternate or backup systems

c. Provide reliable communication links for federal, state and local emergency and disaster warning systems to ensure an integrated communication network;

c. Monitor Operating Conditions *(An Operating Conditions Checklist is contained in Appendix E);* and

d. Participate in and/or conduct exercises and tests.

2. Response/Recovery

a. Maintain constant two-way communication with city departments and appropriate state agency emergency operation systems;

b. Provide communication systems assistance in order for officials to receive emergency information and communicate decisions;

c. Operate Emergency Alert System (EAS); Weather Warning System

d. Arrange for alternate communication system to replace systems that become inoperable in order to maintain contact with Emergency Operations Centers (e.g., Georgia Emergency Management Center, and other local jurisdiction's emergency management agencies), as capabilities allow;

e. Coordinate public information with and provide updates for ESF 15, External Affairs;

f. Maintain financial records on personnel, supplies and other resources utilized and report expenditures to ESF 7 and upon request to AOEM; and

g. Resume day-to-day operations.

V. SUCCESSION OF AUTHORITY

The Department of Communications shall provide an Emergency Coordinator and an alternate to meet responsibilities of the department. Designees shall represent the department in an emergency or disaster and provide for operational support in the Emergency Operations Center when requested.

VI. REFERENCES

The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended.

EMERGENCY SUPPORT FUNCTION 3
PUBLIC WORKS AND ENGINEERING

I. INTRODUCTION

This Emergency Support Function (ESF) supports State/Federal Response Plan ESF #3 (Public Works and Engineering). "Public Works" refers to water and sewer services, including temporary restoration of water systems and provision of water for firefighting. Engineering activities include: supporting ice, snow and debris removal; determining structural safety of damaged buildings, bridges and highways; and coordinating repairs to public facilities and appropriate construction service (i.e. electrical, plumbing and soils). The Department of Public Works assumes this responsibility.

An emergency or disaster may cause unprecedented property damage. Homes, public buildings, bridges and other facilities may have to be reinforced or demolished to ensure safety. Debris may make streets and highways impassable. Public utilities may be damaged and become partially or fully inoperable. Such a disaster may affect the lives of response personnel, preventing restoration of essential services. Equipment may also be damaged or inaccessible. State assistance may be required to identify and deploy resources from outside the affected area to ensure a timely, efficient and effective response.

If alternate power supplies are not adequate, a critical water shortage may develop which can be met through transporting water into affected areas in tanker trucks or by using portable water treatment facilities with local surface supply.

II. PURPOSE

To establish priorities for the control of water resources and use of sewer facilities, provide for coordination of engineering resources and expertise in an emergency or disaster.

III. RESPONSIBILITY

A. Primary – Engineering and Public Works

B. Support

AGENCY	RESOURCE
Recreation and Parks	Vehicles, Equipment, Personnel

IV. CONCEPT OF OPERATIONS

Public Works (Water/Sewer)

A. The department of Engineering and Public Works will coordinate with appropriate agencies and organizations to ensure operational readiness. Public Works will develop and maintain a Standard Operating Plan (SOP).

B. Public Works will provide overall guidance concerning water supply matters, sewage treatment and disposal. Protection of health will be an overriding consideration in water conservation and treatment/disposal of sewage.

C. Essential water needs will be identified, along with measures for conservation, distribution and use of water. Regulatory standards for the treatment and disposal of waste will be maintained.

D. Public Works will provide personnel, supplies, equipment and facilities at the request of the Public Works Emergency Coordinator.

E. Emergency Operations necessary for the performance of this function include, but are not limited to:

1. Mitigation/Preparedness

a. Develop policies for conservation, distribution and use of water;

b. Identify, locate and maintain a list of chemicals and/or stockpile chemicals for portability of water supply;

c. Establish and enforce sewage treatment and disposal standards; and

d. Participate in and/or conduct exercises and tests.

2. Response/Recovery

a. Establish priorities to repair damaged water/sewer systems and coordinate provision of temporary, alternate or interim sources of water/sewer;

b. Identify supporting products and services such as casing, pipes, pumps, valves, generators, cables, staff and transportation to facilitate industry response;

c. Implement requirements for water priorities and allocations;

d. Assist water suppliers with obtaining specialized personnel, equipment and transportation to repair or restore water systems;

e. Provide technical assistance on water and sewer systems;

f. Monitor repair and restoration of water/sewer systems;

g. Establish and maintain coordination with support agencies and organizations for emergency priorities, repair and restoration;

h. Monitor restoration operations until services are restored;

i. Coordinate public information with and provide updates for ESF 15 External Affairs;

j. Maintain financial records on personnel, supplies and other resources utilized and report expenditures to ESF 7 and upon request to AOEM; and

k. Resume day-to-day operations.

Engineering (Roads/Bridges/Facilities)

A. The Department of Engineering and Public Works will coordinate with appropriate agencies and organizations to ensure operational readiness of engineering services. Public Works will develop and maintain Standard Operating Procedures (SOPs).

B. Assistance includes: provision of personnel and equipment to: save lives; protect health and safety throughout response; emergency clearance of debris in damaged areas; temporary designation/construction of access routes (roads, streets, bridges, waterways and facilities) necessary for rescue personnel; technical assistance and evaluation for demolition of unsafe structures; engineering services, construction management and inspection; and emergency contracting.

C. Emergency Operations necessary for the performance of this function include, but are not limited to:

1. Mitigation/Preparedness

a. Develop SOPs;

b. Establish liaison with support agencies and organizations;

c. Maintain an inventory of equipment and supplies required to sustain emergency operations and respective suppliers;

d. Establish operational priorities for restoration of services and resources; and

e. Participate in and/or conduct exercises and tests.

2. Response/Recovery

   a. Participate in rapid damage assessment to determine potential workload;

   b. Maintain liaison with support agencies and organizations regarding repair and restoration priorities;

   c. Obtain necessary response resources and arrange for engineering and construction resources;

   d. Provide engineering, contracting and procurement assistance for emergency debris clearance, demolition, public works repair and water supply;

   e. Monitor restoration operations;

   f. Coordinate public information with and provide updates for ESF 15, External Affairs; and

   g. Maintain financial records on personnel, supplies and other resources utilized and report expenditures to ESF 7 and upon request to AOEM.

V. SUCCESSION OF AUTHORITY

The Department of Engineering and Public Works shall provide an Emergency Coordinator and an Alternate to meet emergency responsibilities of the city. The designees shall represent the department in an emergency or disaster and provide for operational support in the Emergency Operations Center when requested by AOEM.

VI. REFERENCES

A. Georgia Water Quality Control Act, Official Code of Georgia Annotated (O.C.G.A.) § 12-5-20 *et seq*.

B. Georgia Comprehensive Solid Waste Management Act, O.C.G.A. § 12-8-20 *et seq*.

PRIVATE UTILITIES

Company	Phone Number
Atlanta Gas Light	877-427-4312
Georgia Power - Emergency	888-891-0938
Sawnee EMC	770-887-2363
Cobb EMC	770-429-2100
Fulton County Public Works	404-612-4000
Fulton County Water/Sewer	770-640-3040

EMERGENCY SUPPORT FUNCTION 4
FIRE FIGHTING

INTRODUCTION

This Emergency Support Function (ESF) supports State/Federal Response Plan ESF #4 (Fire Fighting). Assistance under this function shall include actions taken through the application of equipment, staffing and technical expertise to suppress fires. The Alpharetta Fire and Emergency Services (AFES) are responsible for administering this function and suppression of all fires. The AFES suppresses fires through a network of city stations and mutual aid agreements with other local jurisdictions. Assistance is coordinated through the AFES Emergency Coordinator assigned to the Emergency Operations Center (EOC).

PURPOSE

To provide comprehensive fire suppression services in an effort to control rural and wild land/urban interface fires.

III. RESPONSIBILITY

A. Primary – Fire and Emergency Services

B. Support

AGENCY	RESOURCE
Dept. of Public Safety	Personnel

IV. CONCEPT OF OPERATIONS

A. AFES will coordinate with appropriate agencies and organizations to ensure operational readiness. AFES will develop and maintain a Standard Operating Plan (SOP)

B. Fires approaching a State of Emergency will be coordinated by the AFES Emergency Coordinator through an Incident Command System Fire Team.

C. Fire situation reports for the affected area(s) will be directed to AFES. The Emergency Coordinator will:

1. Inform the AOEM Director or their designee of imminent fire emergency/disaster situations;

2. Implement mutual aid agreements as the situation dictates;

3. Monitor fire suppression activities in the affected area(s);

4. Provide fire forecasts; and

5. Coordinate deployment of available fire control resources.

D. AFES is responsible for requesting state support when a fire exceeds local capabilities.

E. AFES is responsible for the development, implementation and administration of all fire programs, as well as mutual aid agreements.

F. The emergency operations necessary for the performance of this function include, but are not limited to:

1. Mitigation/Preparedness

a. Keep fully informed on weather and fire danger;

b. Keep personnel and equipment in a state of readiness;

c. Perform fire prevention activities; and

d. Participate in and/or conduct exercises and tests.

2. Response/Recovery

a. Fight fires with all available resources;

b. Monitor and “mop-up” all fire until completely suppressed;

c. Coordinate public information with and provide updates for ESF 15, External Affairs;

d. Maintain financial records on personnel, supplies and other resources utilized and report expenditures to ESF 7 and upon request to AOEM;

e. Provide damage assessment in burned area(s); and

f. Resume day-to-day operations.

V. SUCCESSION OF AUTHORITY

The AFES shall provide an Emergency Coordinator and Alternate to meet the responsibilities of the department. The designee shall represent the department in an emergency or disaster and provide for operational support in the EOC when requested by AOEM.

EMERGENCY SUPPORT FUNCTION 5
Emergency Management

I. INTRODUCTION

This Emergency Support Function (ESF) supports State/Federal Response Plan ESF #5 (Emergency Management). ESF 5 provides the core management and administrative functions in support of all primary city departments with Emergency Support Functions. ESF 5 will also incorporate the information, planning, and homeland security functions during an emergency.

Information and Planning involves collection and dissemination of information by the Alpharetta Office of Emergency Management (AOEM). All primary city departments with Emergency Support Functions will provide information to assist with this function during an emergency or disaster. During activation of the Emergency Operations Center (EOC), this function is considered Intelligence (Intel).

The Alpharetta Office of Emergency Management assumes responsibility for crisis management and consequence management.

Crisis Management includes measures to identify, acquire and plan for the use of resources in anticipation, prevention and/or resolution of a threat, terroristic act or natural/manmade disaster. Technical operations and consequence management may support crisis management response concurrently.

Consequence Management includes measures to protect public health and safety, restore essential services and provide emergency assistance to the private sector and individuals affected by the consequences of a threat, terroristic act or natural/manmade disaster.

II. PURPOSE

Emergency Support Function (ESF) #5 – Emergency Management is responsible for supporting overall activities of the City Government for domestic incident management. ESF #5 provides the core management and administrative functions in support of the Emergency Operations Center (EOC), Incident Command Post, Area Command Posts and Joint Field Office (JFO) operations. ESF #5 serves as the support ESF for all City of Alpharetta departments and agencies across the spectrum of domestic incident management from prevention to response and recovery. ESF #5 facilitates information flow in the pre-incident prevention phase in order to place assets on alert or to preposition assets for quick response. During the post-incident response phase, ESF #5 transitions and is responsible for support and planning functions. ESF #5 activities include those functions that are critical to support and facilitate multi-agency planning and coordination for operations involving potential and actual Incidents of significance.

This includes alert and notification, deployment and staffing of the Alpharetta Office of Emergency Management (AOEM) emergency response teams, incident action planning, coordination of operations, logistics and material, direction and control, information management, facilitation of requests for mutual aid assistance, resource acquisition and management (to include allocation and tracking), worker safety and health, facilities management, financial management, and other support as required.

The Homeland Security function of ESF 5 will include pre incident mitigation steps to protect identified key assets and critical infrastructure sites throughout the city. Homeland Security will maintain clear lines of communication with the owners of the CI / KA sites as well as corporations within the city to ensure effective intelligence sharing and analysis. AOHS&EM will maintain contacts with State and Federal agencies for resources and intelligence functions.

III. RESPONSIBILITY

A. Primary – Alpharetta Mayor- Office of Emergency Management
Emergency Management Coordinator

B. Support

AGENCY	RESOURCE
Dept. of Public Safety	Management team
Fire and Emergency Services	Management team
Police Services	Management team
Recreation and Parks	Management team
Financial Services	Management team
Engineering and Public Works	Management team
Community Development	Management team
Human Resources	Management team
Technology Services	Management team

IV. CONCEPT OF OPERATIONS

A. ESF #5 provides a trained and experienced staff to fill management positions in the Command, Operations, Planning, Logistics, and Finance and Administration Sections of the Emergency Operations Center.

B. The EOC staffed by ESF #5 and other ESFs when activated, monitors potential or developing incidents and supports the efforts of regional and field operations

C. ESF #5 supports the activation and deployment of the Incident Response Support Team.

D. The Incident Command Post, staffed by ESF #5 and other ESFs as required, coordinates operations and situational reporting until the EOC is operational.

V. ORGANIZATIONAL STRUCTURE

A. **Command Support:** ESF #5 supports the command function by providing senior staff, incident action planning capabilities, information, administration, logistics, and finical support functions. When appropriate, ESF #5 activates the Safety Officer to provide appropriate staff to coordinate and implement the safety functions required by the command staff. The safety officer will be a representative of Fire Services assigned to the Emergency Management Team which comprises ESF #5.

B. **Operations:** AOEM provides staff for the Operations Section Chief and Operations Branch Director positions to coordinate the Human Services, Infrastructure Support, Emergency Services, and Mitigation and Community Recovery Branches (various ESF's also provide key staff for these areas); processes requests for assistance; and initiates and manages the mission assignment. Members of the City's Finance department assigned to the Emergency Management Team which comprises ESF #5 will be responsible for all reimbursement agreements.

C. **Planning:** ESF #5 provides the Planning Section Chief and Planning Branch Director positions. ESF #5 provides for the collection, evaluation, dissemination, and use of information regarding incident prevention and response actions and the status of resources. The Planning Section is responsible for the City of Alpharetta incident action planning process. This includes preparing and documenting incident priorities; establishing the operational period and tempo; and developing contingency, long-term, demobilization, and other plans related to the incident as needed. The planning Section also coordinates with Homeland Security representatives, technology services and agencies with special technical capabilities to request support for geospatial intelligence, modeling, and forecasting.

D. **Logistics:** ESF #5 provides staff for the Logistics Section Chief to manage the control and accountability of City supplies and equipment; resource ordering; delivery of equipment, supplies, and services; resource tracking; facility location and operations; transportation coordination; and information technology systems services and other administrative services. The representatives from the city's Human Resources Department assigned to the Emergency Management Team which comprise ESF #5 will be tasked with this function. The Logistics Section coordinates closely with ESF #7 – Resource Support and implements the Logistics Management System Annex. The Logistics Section Chief also coordinates with the OHS / EM as necessary, to identify and deploy OHS / EM assets.

E. **Finance / Administration:** ESF #5 provides staff for the Finance and Administration Section Chief to monitor funding requirements and incident costs. The Finance/Administration Section implements the Financial Management Annex. Two members of the city's finance department are assigned to the Emergency Management Team which comprises ESF #5.

VI. SUCCESSION OF AUTHORITY

The Alpharetta Mayor shall provide for an Emergency Management Coordinator and Alternate to meet emergency responsibilities of the City. The designee(s) shall represent the City during an emergency or disaster and provide for operational support in the EOC when activated. The Emergency Management Coordinator and his / her alternate must be certified Emergency Managers as outlined by GEMA.

VII. STATE RESPONSE

A. In a State Declaration, OHS and GEMA will provide support for ESF 5 functions.

EMERGENCY SUPPORT FUNCTION 6
MASS CARE HOUSING AND HUMAN SERVICES

I. INTRODUCTION

This Emergency Support Function (ESF) supports State/Federal Response Plan ESF #6 (Mass Care Housing and Human Services). This ESF encompasses: sheltering, feeding, first aid at mass care facilities and designated sites, and Disaster Welfare Inquiry (DWI) to reunite families or inform family members outside the disaster area. The Department of Parks and Recreation has primary responsibility for this function.

II. PURPOSE

To ensure coordination of efforts to provide mass care (e.g., sheltering and feeding), operate the DWI System and provide emergency first aid in mass care facilities.

III. RESPONSIBILITY

A. Primary – Department of Parks and Recreation

B. Support

AGENCY	RESOURCES
Community Development	Vehicles, Personnel, Facilities

IV. CONCEPT OF OPERATIONS

A. Department of Parks and Recreation will coordinate with appropriate agencies and organizations to ensure operational readiness. Parks and Recreation will develop and maintain a Standard Operating Plan (SOP).

B. Emergency shelter, mass shelter or other shelters are provided during and after an emergency or disaster where individuals are housed as a result of evacuation or, on a limited scale, pending repair of owner dwellings. An emergency shelter is not intended for prolonged periods of occupancy. The provision of emergency shelter for victims includes: the use of pre- disaster designated shelter sites in existing structures, creation of temporary facilities and use of similar facilities outside the affected area.

C. The provision for feeding disaster victims and emergency workers via fixed sites, mobile feeding units and bulk food distribution can be accomplished in coordination with the American Red Cross; and other volunteer organizations. Operations will be based on nutritional standards and include special dietary requirements of persons with special needs.

D. Emergency first aid services will be provided to disaster victims and workers at all mass care facilities and designated sites within the disaster area. First aid will be available to supplement emergency health and medical services established to meet victims' needs.

E. Community Development DWI will be provided to aid in reunification of family members within the affected area who are separated at the time of emergency or disaster.

F. Requests for emergency clothing, bedding and other items lost, damaged or destroyed as a result of an emergency or disaster can be forwarded to volunteer organizations.

G. Mass care shelter facilities will receive priority consideration for logistical and accessibility support requirements and structural inspections to ensure health and safety of victims.

H. The emergency operations necessary for the performance of this ESF include, but are not limited to:

1. Mitigation/Preparedness

a. Develop memorandums of understanding with volunteer organizations and the American Red Cross;

b. Identify and survey shelters to ensure sufficient space and services for victims and essential workers;

c. Maintain a list of shelter managers and train personnel in all phases of shelter management;

d. Prepare shelter management kits (e.g., registration forms and logs);

e. Develop MOU's with vendors and public information materials to support shelter operations; and

f. Participate in and/or conduct exercises and tests.

2. Response/Recovery

   a. Manage and operate shelters through the use of an outside organization and in coordination with the cities Emergency Management

   b. Provide mobile feeding and meals at fixed feeding locations;

   c. Distribute donated goods and potable water;

   d. Provide DWI services;

   e. Secure personnel and operate shelters, feeding units, emergency first aid services and DWI;

   f. Secure transportation;

   g. Establish communications between shelters, feeding units, emergency first aid services and volunteer location(s);

   h. Close and restore shelters to pre-emergency conditions;

   i. Coordinate public information with and provide updates for ESF 5, Information and Planning;

   j. Maintain financial records on personnel, supplies and other resources utilized and report to ESF 7 and AOEM upon request; and

   k. Resume day-to-day operations.

V. SUCCESSION OF AUTHORITY

The Parks and Recreation Director shall provide an Emergency Coordinator and Alternate to meet emergency responsibilities of the agency and organization. The designee shall represent the department in an emergency or disaster and provide for operational support in the Emergency Operations Center when requested by OHS / EM.

VI. STATE RESPONSE

A. The American Red Cross (ARC) Operations, at their State Headquarters, can direct the activities of the State Mass Care housing and human

services (ESF #6) and represent ARC on the Catastrophic Disaster Response Group (CDRG) at GEMA.

B. The Governor may request federal Individual and Family Grant Program funding to assist individuals and families who, as a result of a major disaster, are unable to meet necessary or serious needs.

VII. REFERENCES

A. The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended

B. ARC Board of Governors' Disaster Services Policy Statement of July 1977

EMERGENCY SUPPORT FUNCTION 7
RESOURCE SUPPORT

I. INTRODUCTION

This Emergency Support Function (ESF) supports ESF #7 (Resource Support) in the State and Federal Response Plans. There may be shortages of supplies and equipment necessary for responding to an emergency or disaster. This ESF addresses the necessity to evaluate, locate, procure and provide essential materials and resources. This ESF is the responsibility of the city's Department of Finance.

II. PURPOSE

The purpose of ESF 7 is to provide for an expedient approval and purchase of supplies and equipment essential to emergency or disaster operations, but not available through normal purchasing and ordering processes.

III. RESPONSIBILITY

A. Primary – Financial Services

B. Support

AGENCY	RESOURCES
Human Resources	Personnel

IV. CONCEPT OF OPERATIONS

A. Finance will coordinate with appropriate agencies and organizations to ensure operational readiness. Finance will develop and maintain a Standard Operating Plan (SOP).

B. Emergency assistance will consist of a cooperative effort between Finance and each city department with primary and support ESF responsibilities in order to facilitate borrowing, renting, leasing and purchasing emergency items.

C. Finance is responsible for the implementation and administration of procurement activities necessary to support emergency operations of city departments.

D. All other city departments will be responsible for requirements to maintain emergency operations and inventory.

E. The Emergency Coordinator for each department will provide information on purchase request needs and will assume responsibility for reimbursement of items utilized by the department in an emergency or disaster. The cost will be absorbed by the department through budget approval or reimbursement arrangements. All requested logistical resource support will be provided for immediate emergency operations.

F. Reasonable efforts will be made to borrow, rent or lease equipment. Purchases will be made only with the joint approval of the appropriate Emergency Coordinator and Finance Emergency Coordinator and at the discretion of the Alpharetta Office of Emergency Management Director or their designee.

G. Each city department will prepare Standard Operating Procedures (SOPs) for implementation utilizing available personnel, equipment and resources.

H. Emergency operations necessary for the performance of this function include, but are not limited to:

1. Mitigation/Preparedness

   a. Develop procedures for recording expenditures for personnel and resources;

   b. Enter agreements to ensure prompt resource support where necessary; and

   c. Participate in and/or conduct exercises and tests.

2. Response/Recovery

   a. Provide procurement support for logistical requirements of departments responding;

   b. Alert departments whose personnel, equipment or other resources may be available;

   c. Locate, procure and issue necessary resources to city departments

d. Coordinate public information with and provide updates for ESF 5, Emergency Management;

e. Maintain financial records on personnel, supplies and other resources utilized and report expenditures to AOEM upon request;

f. Continue to conduct procurement activities as long as necessary; and

g. Resume day-to-day operations.

V. SUCCESSION OF AUTHORITY

The Department of Finance shall provide an Emergency Coordinator and Alternate to meet the emergency responsibilities of the department. The Finance designee(s) shall represent the department in an emergency or disaster and provide for operational support in the Emergency Operations Center when requested by AOEM.

VI. STATE RESPONSE

A. The Georgia Emergency Management Agency (GEMA) will provide State government support for procurement activities. Procurement will be made in accordance with state and federal laws and regulations.

B. State and Federal laws and regulations authorize emergency purchasing under any “situation of unusual and compelling urgency.” All procurement actions made at the request of state agencies in support of the plan will be in accordance with GEMA statutory and administrative requirements and accomplished using appropriate fund citation/reimbursement procedures.

EMERGENCY SUPPORT FUNCTION 8
HEALTH AND MEDICAL

I. INTRODUCTION

This Emergency Support Function (ESF) supports the State/Federal Response Plan ESF #8 (Health and Medical Services). This function consists of health and medical services and resources. The Alpharetta Fire and Emergency Services (AFES) will assume primary responsibility for this function. This ESF involves coordination and/or service delivery in three areas:

A. Medical Care - Emergency Medical Services (EMS), specialized medical care, pharmaceutical, as well as doctors, nurses, technicians, supplies, equipment, hospitals, clinics, first aid stations, facilities, immunization and other medically related services;

B. Environmental Health - staffing, supplies and equipment essential to: (1) prevent communicable diseases and contamination of food and water and (2) develop and monitor health information, inspection and control of sanitation measures, inspection of individual water supplies, disease vector and epidemic control, laboratory testing, facility and shelter inspections; and

C. Crisis Counseling, Grief Assistance and Rehabilitation Services - professional personnel; services and facilities to relieve mental health problems of victims caused or aggravated by an emergency or disaster or the aftermath; and rehabilitation services, including accessibility determinations of shelter facilities.

II. PURPOSE

To coordinate and/or deliver medical, environmental health, rehabilitation and mental health services; to facilitate and/or seek private resources; and to supplement disrupted or overburdened service delivery personnel and resources to relieve suffering and/or trauma of victims.

III. RESPONSIBILITY

A. Primary – <u>Fire and Emergency Services</u>

B. Support

AGENCY	RESOURCE
Police Services	Personnel
Human Resources	Personnel, Employee health programs

IV. CONCEPT OF OPERATIONS

A. AFES will coordinate with appropriate departments and organizations to ensure operational readiness. AFES will develop and maintain a Standard Operating Plan (SOP).

B. AFES will facilitate and coordinate medical care, public health, environmental services and accessibility

C. AFES can manage crisis counseling and mental health assistance in coordination with the American Red Cross (ARC), local religious organizations and private agencies/organizations. In the case of an airline accident, federal law designates the American Red Cross as the coordinator of crisis counseling and mental health services. In this case, AFES will coordinate with the ARC and render assistance as requested.

D. All AFES offices and divisions will provide personnel; supplies; equipment; vehicles and facilities at the request of the AFES Emergency Coordinator, constrained only by an immediate need of established clients being served.

E. Emergency operations necessary for the performance of this function include, but are not limited to:

1. Mitigation/Preparedness

Expand relationships with professional associations and private agencies/organizations that may be of assistance in medical, environmental health, mental health and rehabilitation services;

Continue development of the AFES Emergency Management Team and identification of accompanying resources within the department, mutual aid agreements, and private agencies/organizations resources;

Identify, train and provide technical assistance to professional staff and volunteers of emergency medical, environmental health, mental health and rehabilitation services; and

Participate in and/or conduct exercises and tests.

2. Response/Recovery

a. Support emergency or disaster medical, environmental health, mental health and rehabilitation needs with available personnel and resources;

b. Coordinate, deliver and/or manage emergency medical, environmental health, mental health and rehabilitation services for victims including medical services for people with special needs;

c. Manage crisis counseling and mental health assistance;

d. Provide representation to designated shelters and other facilities for the provision of health and medical services to disaster victims;

e. Coordinate public information with ESF 15 and provide updates for ESF 5, Emergency Management;

f. Maintain financial records on personnel, supplies and other resources utilized and report expenditures to ESF 7 and AOEM, upon request; and

g. Resume day-to-day operations.

SUCCESSION OF AUTHORITY

AFES shall provide an Emergency Coordinator and Alternate to meet the emergency responsibilities of the department. AFES designee(s) shall represent the department in an emergency or disaster and provide for operational support in the EOC when requested by AOEM.

VI. STATE RESPONSE

A. In a State Declaration, state agencies are authorized to provide local governments with emergency personnel, equipment, facilities and supplies essential to save lives and to preserve or protect public health and safety.

B. Consistent with Georgia Emergency Management Agency (GEMA), the Center for Mental Health Services, subject to policy guidance and coordination can provide:

1. Professional counseling services to people to relieve mental health problems caused or aggravated by a disaster;

2. Financial assistance to local agencies or private mental health organizations to provide services to disaster workers; and

3. Issue rules and regulations as necessary.

VII. REFERENCES

Georgia Emergency Management Act of 1981, as amended, Official Code of Georgia Annotated § 38-3-22(b) (6)

EMERGENCY SUPPORT FUNCTION 9
SEARCH AND RESCUE

I. INTRODUCTION

This Emergency Support Function (ESF) supports State/Federal Response Plan ESF #9 (Urban Search and Rescue). Search and Rescue includes air, ground and water searches for lost or missing persons and rescue of endangered, sick or injured persons. Alpharetta Fire and Emergency Services (AFES) will assume primary responsibility for this function.

II. PURPOSE

The purpose of ESF 9 is to provide coordination of city resources for search and rescue operations during an emergency or disaster.

III. RESPONSIBILITY

A. Primary – Fire and Emergency Services

B. Support

AGENCY	RESOURCES
Engineering and Public Works	Personnel, Vehicles
Police Services	Personnel, Equipment, Dogs
Recreation and Parks	Personnel, Vehicles

IV. CONCEPT OF OPERATIONS

A. AFES will coordinate with appropriate departments and organizations to ensure operational readiness. AFES will develop and maintain a Standard Operating Plan (SOP).

B. AFES is responsible for the coordination of search and rescue activities. AFES will integrate personnel and resources available from other departments, local jurisdictions and organizations.

C. If there is an emergency or disaster, the AOEM is responsible for the activation of plans and appropriate use of personnel and equipment for search and rescue before requesting state assistance.

D. Emergency operations necessary for the performance of this function include, but are not limited to:

1. Mitigation/Preparedness

a. Establish and maintain Search, Rescue and Recovery (SRR) standards;

b. Recruit, train and certify SRR personnel;

c. Develop record reporting procedures to reflect local and state assistance;

d. Establish and maintain search and rescue support and reporting procedures;

e. Promote a survival education program for the public; and

f. Participate in and/or conduct exercises and tests.

2. Response/Recovery

a. Modify aspects of this ESF that prove impractical;

b. Coordinate public information with ESF 15 and provide updates for ESF 5, Emergency Management;

c. Maintain financial records on personnel, supplies and other resources utilized and report expenditures to ESF 7 and to AOEM as requested; and

d. Resume day-to-day operations.

SUCCESSION OF AUTHORITY

AFES shall provide an Emergency Coordinator and Alternate to meet the emergency responsibility of the department. AFES designee(s) shall represent the agency in an emergency or disaster and provide for operational support in the Emergency Operations Center when requested.

VI. STATE RESPONSE

The Georgia Emergency Management Agency (GEMA) is authorized to provide state assistance as emergency protective measures. The GEMA Director will consult with the FEMA Regional Director on federal assistance requests. Upon federal approval, assistance will be coordinated through GEMA.

VII. REFERENCES

The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended.

EMERGENCY SUPPORT FUNCTION 10
HAZARDOUS MATERIALS

I. INTRODUCTION

This Emergency Support Function (ESF) supports State/Federal Response Plan ESF #10 (Hazardous Materials). An emergency or disaster could result from hazardous materials including radiological materials being released into the environment. Fixed facilities (e.g., chemical plants, laboratories, operating hazardous waste sites) which produce, generate, use, store or dispose of hazardous materials, including radioactive materials, could be damaged so that spill control apparatus and containment measures are not effective. Hazardous materials that are transported may be involved in rail accidents, highway collisions and waterway and airline mishaps. Alpharetta Fire and Emergency Services (AFES) assumes responsibility for this function.

If an emergency or other disaster does not cause an actual hazardous material release, there may be concern about facilities located in or near the affected area. These facilities will need to be assessed and monitored. Information submitted in compliance with Title III of the Superfund Amendments and Reauthorization Act (SARA Title III), Clean Air Act Amendments of 1990, Oil Pollution Act (OPA) of 1990 and Hazardous Materials Transportation Uniform Safety Act of 1990 will be useful in identifying such facilities.

II. PURPOSE

The purpose of ESF 10 is to provide for a response by city departments to minimize adverse effects on the population and environment resulting from the release of or exposure to hazardous materials.

III. RESPONSIBILITY

A. Primary – Fire and Emergency Services

B. Support

AGENCY	RESOURCE
Police Services	Communications, Personnel
Engineering and Public Works	Equipment, Personnel

IV. CONCEPT OF OPERATIONS

A. AFES will coordinate with appropriate agencies and organizations to ensure operational readiness. AFES will develop and maintain a Standard Operating Plan (SOP).

B. AFES will coordinate, integrate and manage overall AOEM efforts to detect, identify, contain, clean up, dispose of or minimize releases of oil or hazardous substances and prevent, mitigate or minimize the threat of potential releases. AFES can provide expertise on environmental effects of oil discharges, releases of hazardous substances, pollutants, contaminants and environmental pollution control techniques through the assistance of outside agencies. In order to ensure efficient response, damage information must be gathered quickly, analyzed and response priorities established as soon as possible.

C. AFES is responsible for coordination of departments in response to an incident involving a hazardous materials incident.

D. AFES is also responsible for training first responders in dealing with a hazardous materials incident.

E. Private industries with hazardous materials must comply with SARA Title III and advise DNR of spills, accidents and other situations that cannot be controlled effectively.

F. AOEM assumes responsibility for the protection and well being of city residents. However, owners, shippers and utility companies are responsible for containment and clean up. AFES will respond to hazardous materials incidents of all types and sizes, make initial assessments as to severity/magnitude of the situation and take appropriate first responder protection measures to prevent or minimize injuries and property damage.

G. The emergency operations necessary for the performance of this function include, but are not limited to:

1. Mitigation/Preparedness

a. Prepare an inventory of current locations with existing threats of hazardous materials;

b. Plan for responses to hazardous materials incidents;

c. Develop detailed procedures for identification, control and clean up of hazardous materials;

d. Identify training for response personnel through in house trainers, GEMA, Georgia Fire Academy, National Fire Academy and manufacturers and transporters of hazardous materials;

e. Provide for or obtain training in radiological monitoring for hospital and emergency personnel referencing self-protection;

f. Maintain a listing of private contractors capable of performing emergency and/or remedial actions associated with a hazardous materials incident;

g. Develop mutual automatic aid agreements with other local jurisdictions, state agencies, federal agencies and private agencies/organizations;

h. Collect and utilize licensing, monitoring and/or transportation information from the local, state or federal agencies and/or private organizations to facilitate emergency response; and

i. Participate in and/or conduct exercises and tests.

2. Response/Recovery

a. Assess the situation to protect life, health and the environment;

b. Review initial reports of an incident and maintain surveillance over reported incidents that may require department personnel and resources;

c. Request additional information necessary to evaluate a hazardous materials or radiological incident;

d. Provide 24-hour response team capability and dispatch personnel to the incident scene;

e. Consult with GMAG and support departments to determine assistance necessary and/or available to mitigate health and environmental effects;

f. Recommend evacuation or other protective measures;

g. Determine the extent of the contaminated area and consult with support departments/organizations to provide access and egress control to contaminated areas;

h. Consult with local, state or federal agencies and/or private agencies/organizations about the need for decontamination of the affected environment;

i. Coordinate environmental decontamination activities with local, state and federal agencies;

j. Coordinate with local, state and federal agencies to ensure proper disposal removal of wastes associated with hazardous materials and assist in monitoring of such shipments to disposal facilities; activities;

k. Seek cooperation of response teams, owner/shipper and federal environmental personnel during clean-up operations;

l. Provide area security and prohibit all unauthorized personnel from entering area;

m. Determine, in coordination with appropriate agencies/organizations, guidelines for reentry of emergency personnel and residents;

n. Conclude clean-up operations when all danger is past and the area has been declared safe by responsible personnel and restored to the best condition possible;

o. Coordinate public information with ESF 15 External Affairs and provide updates for ESF 5, Emergency Management;

p. Maintain financial records on personnel, supplies and other resources utilized and report expenditures to ESF 7 and AOEM upon request; and

q. Resume day-to-day operations.

SUCCESSION OF AUTHORITY

AFES shall provide an Emergency Coordinator and Alternate to meet the emergency responsibilities of the department. AFES designee shall represent the respective department and provide for operational support in the Emergency Operations Center when requested.

VI. STATE RESPONSE

Upon a State Declaration, the Mayor will consult with the State Director of the Georgia Emergency Management Agency (GEMA) concerning assistance. Assistance related to hazardous materials incidents is available from, but not limited to, the following state agencies:

A. Environmental Protection Agency (EPA);
B. Georgia Department of Natural Resources (DNR)
C. Environmental Protection Division (EPD)
D. Georgia Emergency Management Agency (GEMA)

VII. REFERENCES

A. Georgia Air Quality Control Act

B. Hazardous Materials Transportation Uniform Safety Act of 1990

C. Official Code of Georgia Annotated (O.C.G.A.) §12-8

D. The Clean Air Act Amendments of 1990

E. The Oil Pollution Act (OPA) of 1990

F. Title III of the Superfund Amendments and Reauthorization Act (SARA)

G. Water Quality Control Act

EMERGENCY SUPPORT FUNCTION 11
FOOD AND WATER

INTRODUCTION

This Emergency Support Function (ESF) supports ESF #11 (Food) in the State/Federal Response Plan (FRP). A disaster may partially or totally destroy food products stored in the affected area. There may be a disruption of energy sources (e.g., electricity and gas). Oil for generators and propane tanks may be essential. Commercial cold storage and freezer facilities may be inoperable. Bordering areas affected, schools and other facilities may have food and supplies sufficient to feed victims.

Obtaining food, drinking water and supplies, arranging for transportation and authorizing assistance may be required. Food and water must be suitable for household distribution or congregate meal service. Transportation and distribution of food, drinking water and supplies can be arranged through a secondary party, (i.e. state or volunteer agencies). The Department of Human Resources assumes overall coordination for this function.

PURPOSE

The purpose of ESF 11 is to identify, secure and distribute food and supplies and to support the provision for sanitary food storage, distribution and preparation during an emergency or disaster.

III. RESPONSIBILITY

Primary – **Human Resources**

Support

AGENCY	RESOURCE
Community Development	Personnel
Recreation and Parks	Facilities, Personnel, Vehicles

CONCEPT OF OPERATIONS

A. The Department of Human Resources will coordinate with appropriate agencies and organizations to ensure operational readiness. Human Resources will develop and maintain a Standard Operating Plan (SOP);

B. Food and supplies will be transported to designated staging areas. If necessary, the Emergency Food Stamp Program will be requested through the appropriate agency.

C. Human Resources will provide personnel, supplies, equipment and facilities at the request of the Emergency Coordinator.

D. Emergency operations necessary for the performance of this function include, but are not limited to:

1. Mitigation/Preparedness

a. Develop an operational plan that will ensure timely distribution of food and drinking water;

b. Assess the availability of food supplies and storage facilities capable of storing dry, chilled or frozen food;

c. Assess the availability of handling equipment and personnel for support;

d. Determine the availability of support personnel and equipment;

e. Develop notification procedures for mobilizing food services, personnel and resources; and

f. Participate in and/or conduct exercises and tests.

2. Response/Recovery

a. Determine needs of the affected population, location and food preparation facilities for congregate feeding;

b. Secure food, transportation, equipment, storage and distribution facilities;

c. Evaluate available resources relative to need and location;

d. Initiate procurement of essential food and supplies not available from existing inventories;

e. Establish linkages with private agencies/organizations involved in congregate meal services;

f. Replace products transferred from existing inventories;

g. Phase down feeding operations as victims return home;

h. Refer victims needing additional food to private agencies/organizations;

i. Coordinate public information with ESF 15 External Affairs and provide updates for ESF 5, Emergency Management;

j. Maintain financial records on personnel, supplies and resources utilized and report expenditures to ESFR 7 and AOEM upon request; and

k. Resume day-to-day operations.

SUCCESSION OF AUTHORITY

The Department of Human Resources shall provide an Emergency Coordinator and Alternate to meet the emergency responsibilities of the agency. The designee(s) shall represent the department in time of emergency or disaster and provide operational support in the EOC when requested by AOEM.

EMERGENCY SUPPORT FUNCTION 12
ENERGY

INTRODUCTION

This Emergency Support Function (ESF) supports ESF #12 (Energy) in the State/Federal Response Plan (FRP). Energy includes producing, refining, transporting, generating, transmitting, conserving, building and maintaining energy systems and system components.

An emergency or disaster can jeopardize energy lifelines; constrain supply in impacted areas or in areas with supply links to impacted areas and affect transportation, communication and other lifelines necessary for health and safety. There may be widespread and prolonged electrical power failure. Without electrical power, communications will be interrupted, traffic signals will not operate and surface movement may gridlock. Such outages will impact emergency health and safety, access to petroleum products and emergency power. There may be pollution from leaking oil. Fires may ignite on floating oil. Natural gas lines may break, and fire may erupt.

Energy services include actions required for the allocation and distribution of bulk fuels stored or purchased by state agencies in an emergency or disaster.

Energy services address the acquisition and restoration of natural gas and electric power services and arrangements for temporary sources of electrical power following an emergency or disaster. The Department of Public Works assumes coordination for this function.

PURPOSE

To coordinate the provision of emergency power and fuel for support of immediate response operations and restoration of electric and fuel supply to normal after an emergency or disaster.

RESPONSIBILITY

Primary – **Engineering and Public Works**

Support

AGENCY	RESOURCE
Fire and Emergency Services	Generators
Police Services	Security

CONCEPT OF OPERATIONS

Electric Power/Natural Gas

A. Public Works will coordinate with appropriate agencies and organizations to ensure operational readiness. Public Works will develop and maintain a Standard Operating Plan (SOP).

B. Public Works is responsible for implementation and administration of the electric power and natural gas function.

C. Owners and operators of private and public utilities systems shall be responsible for activation of plans, allocation of resources, personnel, equipment and services to maintain or restore utility service**.**

D. Emergency operations necessary for the performance of this function include, but are not limited to:

Mitigation/Preparedness

a. Develop and maintain listings of suppliers, services, products and locations;

b. Establish liaison with support agencies and organizations;

c. Determine priorities to repair damaged energy systems and coordinate sources of temporary, alternate or interim sources of emergency fuel and power; and

d. Participate in and/or conduct exercises and tests.

2. Response/Recovery

a. Assess fuel, electric power damage and energy supply and identify requirements to repair energy systems;

b. Convey requirements for repair/restoration of services to the utility industry;

c. Prioritize (e.g., nursing homes, medical centers, shelters) in the restoration of emergency utility service and coordinate with affected private and public utility companies;

d. Maintain coordination with support agencies and organizations on operational priorities and emergency repair and restoration;

e. Secure and/or procure resources for products and service delivery such as casing, pipe, pumps, valves, generators, transformer cables, power lines, personnel and transportation to facilitate energy industry's response;

f. Administer statutory authorities for energy priorities and allocations;

g. Assist energy suppliers with obtaining equipment, specialized assistance and transportation to repair or restore energy systems;

h. Conduct/Coordinate restoration operations until all services are restored;

i. Coordinate public information with ESF 15 External Affairs and provide updates for ESF 5, Emergency Management;

j. Maintain financial records on personnel, supplies and other resources utilized and report expenditures to ESF 7 and AOEM upon request; and

k. Resume day-to-day operations.

Petroleum/Liquefied Petroleum Gas

A. Public Works will coordinate with appropriate agencies and organizations to ensure operational readiness. Public Works will develop and maintain Standard Operating Procedures (SOPs).

B. Public Works may seek assistance through the Georgia Environmental Facilities Authority (GEFA) in the location of alternative fuel sources and establishment of distribution priorities.

State program assistance includes state-controlled resources of petroleum, liquefied petroleum gas (LPG) and solid fuel to minimize disruption of normal activities in an affected area. This ESF will be implemented when an emergency or disaster is severe enough to prevent normal replenishment of petroleum or when LPG and solid fuel supplies require redistribution.

Emergency operations necessary for the performance of this function include, but are not limited to:

1. Mitigation/ Preparedness

   a. Maintain directories of commercial and industrial petroleum, LPG and solid fuel storage handling and distribution facilities within the state;

   b. Establish contacts based on location, distribution territory and operating capacity;

   c. Establish fuel distribution priorities based on established directories of fuel storage, handling and distribution;

   d. Develop mutual aid agreements with the private petroleum, LPG and solid fuel industries; and

   e. Participate in and/or conduct exercises and tests.

2. Response/Recovery

   a. Analyze affected areas to determine operational priorities and emergency repair needed;

b. Assist in acquisition of specialized personnel from areas not affected by the emergency or disaster to alleviate problems;

c. Coordinate rebuilding processes to restore petroleum/LPG services to affected individuals;

d. Maintain coordination with support agencies and organizations to ensure response and recovery priorities;

e. Allocate personnel and resources in accordance with established priorities;

f. Assist energy suppliers in obtaining product, equipment, specialized personnel and transportation to repair or restore energy systems.

g. Assist agencies and organizations in obtaining fuel for transportation, communications and disaster operations;

h. Obtain security as required;

i. Coordinate public information with ESF 15 External Affairs and provide updates for ESF 5, Emergency Management;

j. Maintain financial records on personnel, supplies and other resources utilized and report expenditures to ESF 7 and AOEM upon request; and

k. Resume day-to-day operations.

SUCCESSION OF AUTHORITY

The Department of Public Works shall provide an Emergency Coordinator and Alternate to meet the emergency responsibilities of the department. The designees shall represent the department in time of emergency or disaster and provide for operational support in the Emergency Operations Center when requested by AOEM.

EMERGENCY SUPPORT FUNCTION 13
PUBLIC SAFETY AND SECURITY

I. INTRODUCTION

This Emergency Support Function (ESF) supports ESF# 13 in the State Response Plan. ESF #13 capabilities support incident management requirements including force and critical infrastructure protection, security planning and technical assistance, technology support, and public safety in both pre-incident and post-incident situations. ESF #13 generally is activated in situations requiring extensive assistance to provide public safety and security

II. PURPOSE

Emergency Support Function (ESF) #13 – Public Safety and Security integrates City of Alpharetta public safety and security capabilities and resources to support the full range of incident management activities associated with potential or actual Incidents of significance.

To provide law and order functions, traffic control, crowd control, protection of Very Important Persons (VIPs) and other functions of law enforcement during an emergency or disaster

III. RESPONSIBILITY

A. Primary – Department of Public Safety

B. Support

AGENCY	RESOURCE
Police Services	Personnel, Vehicles, Communications
Fire and Emergency Services	Personnel, Vehicles, Communications

IV. CONCEPT OF OPERATIONS

A. The Alpharetta Department of Public Safety will coordinate with appropriate departments, agencies and organizations to ensure operational readiness. All functionally related ESF's will provide support as necessary.

B. The AOEM, through coordination with appropriate city departments, state agencies and private organizations, will ensure consequence management readiness.

C. All departments with Emergency Support Functions (ESFs) will provide personnel, supplies, equipment and facilities at the request of AOEM.

D. Emergency operations necessary for the performance of this function include, but are not limited to:

1. Mitigation/Preparedness

a. Supporting incident management planning activities and pre-incident actions required to assist in the prevention or mitigation of threats and hazards. This includes the development of operational and tactical public safety and security plans to address potential or actual Incidents of significance.
.

b. The conducting of technical security and/or vulnerability assessments using the MSHARPP (Mission, Symbolism, History, Accessibility, Recognizability, Population, and Proximity) threat assessment tool.

c. The deployment of public safety and security resources in response to specific threats, public health support (SNS deployment operations) or potential incidents

d. Develop mutual aid agreements;

e. Train first responders and emergency management personnel; and

f. Participate in and/or conduct exercises and tests.

2. Response/Recovery

a. Follow protocols for notification;

b. Share emergency information with support departments, agencies and organizations;

c. Coordinate with GEMA, FBI, DHS, Federal Emergency Management Agency (FEMA), Georgia Mutual Aid Group and other local Emergency Management Agency Directors;

d. Provide Mobile Command Post (MCP) and support;

e. Coordinate technical assistance and consequence and crisis management activities with support departments;

f. Coordinate public information with ESF 15 External Affairs and provide updates for ESF 5, Emergency Management;

g. Maintain financial records on personnel, supplies and other resources utilized and report expenditures to ESF 7 and AOEM upon request; and

h. Resume day-to-day operations.

SUCCESSION OF AUTHORITY

The Department of Public Safety shall provide an Emergency Coordinator and Alternate to meet the emergency responsibilities to the EMT. The designees shall represent the respective department in time of emergency or disaster and provide for operational support in the Emergency Operations Center when requested.

REFERENCES

A. Federal Bureau of Investigation (FBI) Crisis Management

B. Federal Emergency Management Agency (FEMA) Guide for All-Hazard Emergency Operations Planning - State and Local Guide (SLG) 101

C. Presidential Decision Directives - Numbers 39, 62 and 63

D. National Response Plan 2006 ESF 13

EMERGENCY SUPPORT FUNCTION 14
LONG TERM RECOVERY AND MITIGATION

I. INTRODUCTION

This Emergency Support Function (ESF) supports ESF #14 in the National Response Plan and State Emergency Operations Plan. The Department of Community Development is responsible for this function.

II. PURPOSE

Long term recovery encompasses assistance to city departments and eligible non-profit organizations to repair or replace damaged public facilities after a state emergency or major disaster declaration. It also provides for emergency work including debris removal and protective measures to protect public health, safety and improved property.

III. RESPONSIBILITY

A. Primary – Community Development

Support

AGENCY	RESOURCE
Engineering and Public Works	Equipment, Personnel

IV. CONCEPT OF OPERATIONS

A. The Community Development Department will coordinate with appropriate departments, agencies and organizations to ensure operational readiness. Community Development will develop and maintain a Standard Operating Procedure (SOP) to include, but not limited to, damage assessments (windshield surveys), debris removal, hazard reduction and elimination as it pertains to building codes, land development and use and debris mitigation.

B. Community development will coordinate with GEMA and FEMA representatives to facilitate the efficient distribution of public assistance.

C. Emergency operations necessary for the performance of this function include, but are not limited to:

1. Mitigation/Preparedness

a. Develop mutual aid agreements with professional associations and private agencies/organizations;

b. Identify key staff positions for emergency assistance

c. Identify agencies, organizations and individuals to support public assistance recovery operations;

d. Coordinate hazard mitigation projects. These may be federally funded under certain types of public assistance and specific types of hazard mitigation assistance, which includes, but is not limited to:

1. Hazard Mitigation Grant Program (HMGP)
2. Flood Mitigation Assistance Program (FMAP)
3. Pre-Disaster Mitigation Program (PDM)

e. Conduct training sessions and workshops to assist local communities and support agencies/organizations;

f. Participate in and/or conduct exercises and tests.

2. Response/Recovery

a. Support disaster response and recovery with all available resources;

b. Coordinate local emergency response with AOEM and AFCEMA, this will ensure that reimbursements are available if the event is labeled as a state or federal disaster.

c. Coordinate and conduct preliminary damage assessments (PDA's) (windshield surveys)

d. Requisition personnel and equipment to assist with PDA's

e. Secure supplies, equipment, personnel and technical assistance from support agencies/organizations and other resources;

f. Restore equipment and supplies to a normal state of operational readiness;

g. Coordinate public information with ESF 15 External Affairs and provide updates for ESF 5, Emergency Management.

h. Maintain financial records on personnel, supplies and other resources utilized and report to ESF 7 and AOEM upon request; and

i. Resume day-to-day operations.

SUCCESSION OF AUTHORITY

The Department of Community Development shall provide an Emergency Coordinator and Alternate to meet the emergency responsibilities of the department. The designee(s) shall represent the department in time of an emergency or disaster, provide for operational support in the Emergency Operations Center, when requested by AOEM.

VI. STATE RESPONSE

A. All requests for state assistance shall be routed through Georgia's State Operations Center using the 1-800-TRY-GEMA telephone number.

B. All requests for federal assistance will be coordinated by GEMA.

C. In a disaster, state agencies are authorized to provide local governments with equipment, facilities, personnel and supplies essential for emergency assistance to disaster victims.

VII. REFERENCE

Georgia Emergency Operations Plan 2006 ESF 14
National Response Plan ESF 14

EMERGENCY SUPPORT FUNCTION 15
EXTERNAL AFFAIRS

INTRODUCTION

This Emergency Support Function (ESF) supports ESF# 15 in the State Response Plan AND National Response Plan (NRP). This ESF involves the collection and dissemination of information by the Alpharetta Office of Emergency Management. All city agencies with an ESF will assist by providing information to ESF 15 during an emergency or disaster. Before, during and after an emergency or disaster, the public will be apprised through reports to the news media and the Emergency Alert System (EAS). The Alpharetta Office of Emergency Management shall include the delineation of emergency responsibilities and actions to provide the public with essential information and documentation by written, verbal or photographic means. The function includes provision of information in a clear, concise and accurate manner; actions taken by local and state governments; and actions to be taken by the public. Every effort shall be made to prevent and counter rumors and inaccurate information.

PURPOSE

To provide communications and inform news media of emergency preparedness and response for conveyance to the public, to assure appropriate agency/organization preparedness and response for protection of life and property and to convey additional information including restrictions and limitations due to an emergency or disaster. ESF 15 will also ensure the appropriate local, state and Congressional elected officials will be notified on the status of response and recovery activities and assisted with constituent inquiries directed to their offices. The Alpharetta Office of Emergency Management AOEM assumes primary responsibility for these functions. During an Activation of the city's EOC this function will also act as intelligence (Intel).

RESPONSIBILITY

Primary – **<u>City Administrator's Office</u>**

Support

AGENCY	RESOURCE
Dept. of Public Safety	Personnel

IV. CONCEPT OF OPERATIONS

A. The Alpharetta Office of Emergency Management (AOEM) will coordinate with appropriate departments and organizations to ensure emergency operational readiness. AOEM will develop and maintain a Standard Operating Plan (SOP). *(Public Information Procedures are contained in Appendix F.)*

B. The AOEM Director or designee(s) is responsible for informing the public of emergency and disaster information in the city. Assistance can be provided by public information offices from other local jurisdictions, agencies or organizations.

C. AOEM can request qualified personnel from other jurisdictions to assist as media representative escorts either at the emergency site or at the Emergency Operations Center. State agencies and organizations can provide public information personnel and equipment resources when requested.

D. Georgia EAS will be utilized in cooperation with the Federal Communications Commission and Federal Emergency Management Agency. The Office of Emergency Management will coordinate with appropriate departments, agencies and organizations to ensure operational readiness. The Department of Public Safety will develop and maintain a Standard Operating Procedure (SOP).

1. Mitigation/Preparedness

   a. Develop a briefing and reporting system to include an EOC briefing, situation report, public information and federal request format for the EOC Intel function;

   b. Share Intel formats with agencies and organizations that have primary functional responsibilities;

   c. Update the information and planning system as required; and

   d. Identify agencies, organizations and individuals capable of providing support services;

e. Train regular and support personnel in emergency duties; and

f. Participate in and/or conduct exercises and tests.

2. Response/Recovery

a. Begin Intel Function upon activation of the EOC;

b. Promote the welfare of residents by disseminating emergency information to news media that will foster efficient and positive actions, help prevent public unrest and build morale;

c. Establish and staff an Emergency Information Center Joint Information Center;

d. Continue dissemination of accurate/timely information to counteract misinformation and public unrest;

e. Maintain financial records on personnel, supplies and other resources utilized and report expenditures to ESF 7; and

f. Resume day-to-day operations.

V. SUCCESSION OF AUTHORITY

The City Administrator's Office shall provide an Emergency Coordinator and Alternate to meet the emergency responsibilities of the department. The designee(s) shall represent the department in time of emergency or disaster and provide for operational support in the Emergency Operations Center (EOC) when requested by AOEM.

VI. STATE RESPONSE

All requests for state assistance shall be routed through Georgia's State Operations Center using the 1-800-TRY-GEMA telephone number. GEMA personnel will notify the primary agencies. The primary agencies will notify support agencies as needed.

APPENDIXES

APPENDIX "A"
HAZARD PROFILE

The City of Alpharetta is subject to many hazards that could result in an emergency or disaster. A listing of the most frequent hazards that affect the city appears below:

TYPE OF HAZARD

Heat
High temperatures sustained over an extended period of time may cause heat-related injuries or deaths, especially to infants, young children, elderly residents and persons with disabilities.

Alpharetta averages an annual high temperature of 88 degrees Fahrenheit; however it has been recorded as high as 102 degrees Fahrenheit in 1986.

Mitigation may include: initiating state/community awareness and public education; working with the media to develop warning systems; and requesting that utility companies reduce shut off during a severe heat wave to prevent injury, illness or death.

Preparedness involves identification of resources, such as fans, water and ice.

Response and recovery include the protection of people from a severe heat index through the distribution of resources and care of individuals

Transportation Accident

Alpharetta has three major state highways within its jurisdiction along with many multi-lane surface streets.

There were 12,448 vehicle accidents in Alpharetta from 2007 – 2011, of which 2,609 involved injuries.

There are no airports within the city limits however we are in the flight path for Dobbins ARB, Peachtree Dekalb Airport and are bordered to the north by Mathis Field. North Point Mall serves as a VFR (Visual Flight Regulations) waypoint navigational aid and is listed on aeronautical charts of the area. These factors

combined with straight sections of S.R. 400 increase the chance of an aircraft attempting an emergency landing within the city limits.

There are no railroad tracks within the city limits of Alpharetta.

Mitigation is accomplished by proper maintenance of roads and traffic control devices, training of operators, inspection of vehicles to eliminate safety deficiencies and by careful routing on the safest highways.

Preparedness encompasses outlining responsibilities, developing operational plans and participation in Metro Atlanta T.I.M.E. (Traffic Incident Management Enhancement) task force.

A coordinated approach is critical to response. The recovery phase includes debris removal, repairs to transportation facilities, vehicles and determination of the cause of the accident to prevent reoccurrence.

Alpharetta OEM along with AFCEMA may have to handle accidents involving small aircraft with few passengers. In the case of an airline accident that results in mass casualties, the *Aviation Disaster Family Assistance Act of 1996* places primary responsibility for identification and recovery of deceased with the National Transportation Safety Board and coordination for family assistance with the American Red Cross. AOEM must be prepared to assist all state, federal and military organizations in the event of an aircraft crash.

Thunderstorm

Every year the state of Georgia is affected by severe thunderstorms capable of producing flash floods, strong winds, damaging hail and tornados. These storms may last from several minutes to several hours.

Warning the public about impending storms will primarily come from media outlets.

AOEM Commander One software will activate the city warning system sirens automatically when;

- The NWC has issued a “Severe Thunderstorm Warning” for a storm that may produce winds of 80mph with the possibility of 2” hail.
- The NWC has issued a “Tornado Warning” for the Alpharetta/North Fulton area.

AOEM will take a proactive role in educating the public about precautions to take during storms and what precautions can prevent some damage to lives and property.

Fire
Seldom do urban fires require state assistance. Alpharetta DPS has established mutual aid agreements with surrounding jurisdictions to assist with fire suppression efforts when AFES resources are depleted.

Public awareness helps to mitigate fires; AFES takes a proactive approach through community based programs to educate the public about fire prevention and fire safety.

Preparedness may include banning outdoor burning during the dry season, fire extinguisher training for citizens and smoke detector educational programs.
Recovery may include debris removal and replanting of trees. The period of recovery may vary in scope depending on the devastation of the fire.

Drought
Droughts can range from two weeks to six months or more and affects water availability and quality. Extended droughts affect municipal and industrial water supplies thus AOEM must be prepared to secure additional drinking water sources during times of emergency.

Mitigation efforts include enforcement of outdoor watering bans and public education on the importance of water conservation.

Winter Storm
A heavy accumulation of ice, especially when accompanied by high winds, devastates trees and power lines. Streets and highways become extremely hazardous to motorists and pedestrians, trees fall and power outages occur.

Mitigation of winter storm damage is best accomplished by using protective construction techniques, such as installation of power lines underground. Plans for large-scale power outages, emergency transportation and delivery of necessities to persons with special needs are among preparations required for this hazard.

Response and recovery include deicing roads, clearing debris, repairing power lines and transporting stranded victims out of harm's way. Usually, this hazard is short-term in nature.

Tornado
Violent whirling wind accompanied by a funnel-shaped cloud is classified as a tornado. Severe weather conditions, such as a thunderstorm or hurricane, can produce a tornado. The extension may be up to 50 miles and move at speeds of 10 to 50 miles per hour. Through combined action of strong rotary winds and the impact of wind-born debris, destruction occurs. The official tornado season

begins in March and continues through August, but may occur throughout the year.

Weather band radios, reverse 911 (Code red) and the City of Alpharetta severe weather warning system sirens are mitigating activities.

Search and rescue, damage assessment and public information training are preparedness areas.

Safe "shelter-in-place" is a key to response as well as assistance to persons injured and prevention of fires and looting. After the tornado strikes, search and rescue, sheltering, provision of food and clothing to victims, and damage assessment are essential. Recovery may require total support to clear debris, repair utilities, rebuild and return to a life of normality.

Flood

Alpharetta has a limited flood plain along Big Creek. During heavy rain Big Creek can be monitored remotely via www.weather.gov river gauge. In the event that Big creek floods it will cause the closing of the Green Way trail system. In the event that Big Creek continues to flood it can cause the closure of Webb Bridge Road, and in extreme cases, sections of Windward Parkway may also need to be closed.

Hurricane

A tropical cyclone above 74 miles per hour is considered a hurricane and poses threats such as storm surge, high winds, and rainfall. Most storms in Georgia approach from the southeast or southwest. Secondary effects, such as tornadoes and flooding, can result from a hurricane and greatly impact inland communities. Alpharetta has been affected by two of these storms within the past ten years. During these storms the city experiences localized flooding, high winds and frequent lightning. The storms caused large power outages, several house fires, gas leaks, downed trees and road closures. The period of vulnerability extends from June through November.

Alpharetta's geographic location allows us time to prepare for the impact of a storm of this nature. During this time AOEM will warn and educate the public, activate the Emergency Operations Center, activate the shelter plan to evacuate and shelter people during and after the storm and establish a rest/work cycle for emergency responders to be implemented in the event of long term recovery operations.

Response and recovery involve assisting with damage assessment, debris removal, search and rescue operations and providing health-related services along with reentry into the affected areas.

Hazardous Materials

Major sources of hazardous materials incidents are spills along roadways as a result of an accident. There is an average of 90 accidents per year involving commercial vehicles inside the City of Alpharetta. Currently Alpharetta has four corporations that require HAZMAT Tier Two reporting. The city's primary concern is the chlorine shipments to the water treatment facility located on Spruill Rd. Several corporations along the northern boarder with Alpharetta just inside Forsyth County store hazardous materials as part of their manufacturing process. These facilities pose risk to our streams, creeks and air in the event of a release.

Mitigation of this hazard may be accomplished by adherence to federal, state and manufacturers' safety standards. Proper packaging, storage and handling will assist in elimination of hazardous materials incidents.

Preparation of specialized equipment and training of HAZMAT Team personnel along with maintaining updated contact information to ensure open communication may be considered preparedness.

Response may include a coordinated reaction to fires; injuries; environmental impacts; and nuclear, biological and chemical incidents. The AFES HAZMAT team has the training and equipment to respond to any HAZMAT incident within the City of Alpharetta. Existing mutual aid agreements are in place with neighboring fire departments to augment the AFES HAZMAT team if they become over extended. HAZMAT response priorities include the rescue of injured or endangered persons, prevention of container failure, neutralization of the hazard, extinguishing an ignited material and protection against exposure.

Terrorism

Terrorism is the use of violence to elicit fear and effect change. Terrorists take innocent civilians hostage at gunpoint, plot to assassinate prominent figures, detonate bombs or utilize chemical and/or biological agents in populated areas. Although the likelihood of a terrorist attack within the City of Alpharetta is small, the city must be prepared to respond to a terrorist incident and be prepared to assist with a response if the city of Atlanta is attacked.

Alpharetta has a large concentration of internationally recognized corporations and critical infrastructure sites. These sites have been surveyed and Buffer Zone Protection Plans are on file with the State of Georgia and Federal Departments of Homeland Security. Alpharetta's office of Homeland Security participates in the FBI Combined Terrorism Working Group and works closely with the FBI Joint Terrorism Task Force. Mitigation is accomplished through information sharing,

public awareness programs such as “See Something, Say Something” and target hardening efforts. Specialized training in the areas of surveillance, disaster medicine, bomb disposal, decontamination, stress management and grief assistance are included in preparedness.

Response must be immediate, coordinated and comprehensive at all levels to include bomb and explosive ordinance disposal, intelligence, security, aviation, transit, traffic and emergency medical and mental health services. The process of recovery may take an extended period of time for the healing of people affected and the recovery of the community.

APPENDIX “B”
PROCEDURES FOR REQUESTING STATE AND FEDERAL ASSISTANCE

I. State and Federal Assistance

A. Assistance from state and/or Federal agencies such as the Department of Conservation, Department of Natural Resources, or Corps of Engineers will be requested through Atlanta Fulton County Emergency Management Agency (AFCEMA). With AFCEMA approval AEM can request assistance directly through GEMA.

B. GEMA Notification

i. GEMA has a twenty-four hour telephone number to request assistance in an emergency, 1-800-TRY-GEMA

II. National Guard Assistance

A. General Facts

i. Requests for such assistance can only be made by the Mayor or successor as outlined in this Plan

ii. Requests should only be made after local resources are exhausted

iii. The Atlanta-Fulton County Emergency Management Agency should be informed prior to making such a request.

B. Procedures

i. Analyze the situation to determine:

a. If a threat to life or property still exist

b. To ensure all local resources are committed

ii. Make the request directly to the Governor through GEMA by the quickest means possible. If telephone or radio is used, a hard copy should follow.

APPENDIX "C"
EMERGENCY INFORMATION / ASSISTANCE AGENCIES

COUNTY ASSISTANCE:	
AFCEMA	404-730-5600
STATE ASSISTANCE	
Governor	404-656-1776
After hours	404-261-1776
Georgia Emergency Management Agency	800-TRY-GEMA
Department of Natural Resources	404-656-4300
Environmental Protection Department	
Hazardous Materials Spills	800-241-4113
Hazardous Waste	404-656-7802
Radioactive Materials	404-362-2675
Hazardous Materials Emergency Response	800-564-7577
Hazardous Waste Information	404-562-8579
U.S. Department of Transportation-Spills	800-424-8802

Atlanta Office	404-347-3738
U.S. Department of Agriculture-Fulton County Office	770-393-2849
Pipeline Spills/Leaks	800-424-8802
Corps of Engineers, Lake Lanier Office	770-945-9531
National Weather Service-Peachtree City ext.677	770-486-1133
Community Right to Know	404-562-9155
CHEMTREC	800-424-9300

GEORGIA VOLUNTARY ORGANIZATIONS ACTIVE IN DISASTER (VOAD) STATE ASSOCIATIONS AND PRIVATE SECTOR SUPPORT

Adventist Community Services
American Family Foundation
American Red Cross
Atlanta-Fulton County Emergency Management Agency (Affiliate Member)
Church World Service
Federal Emergency Management Agency (Affiliate Member)
Georgia Baptist Convention
Georgia Emergency Management Agency (Affiliate Member)
Georgia Department of Agriculture (Affiliate Member)
Georgia Pharmacy Association
Golden Harvest Food Bank
Humane Associations of Georgia, Inc.
Mennonite Disaster Service
Mormon Disaster Service
Saint Vincent DePaul Society
The Salvation Army
United Methodist Committee on Relief
United Methodist Volunteers in Mission
United Way 211 (Affiliate Member)

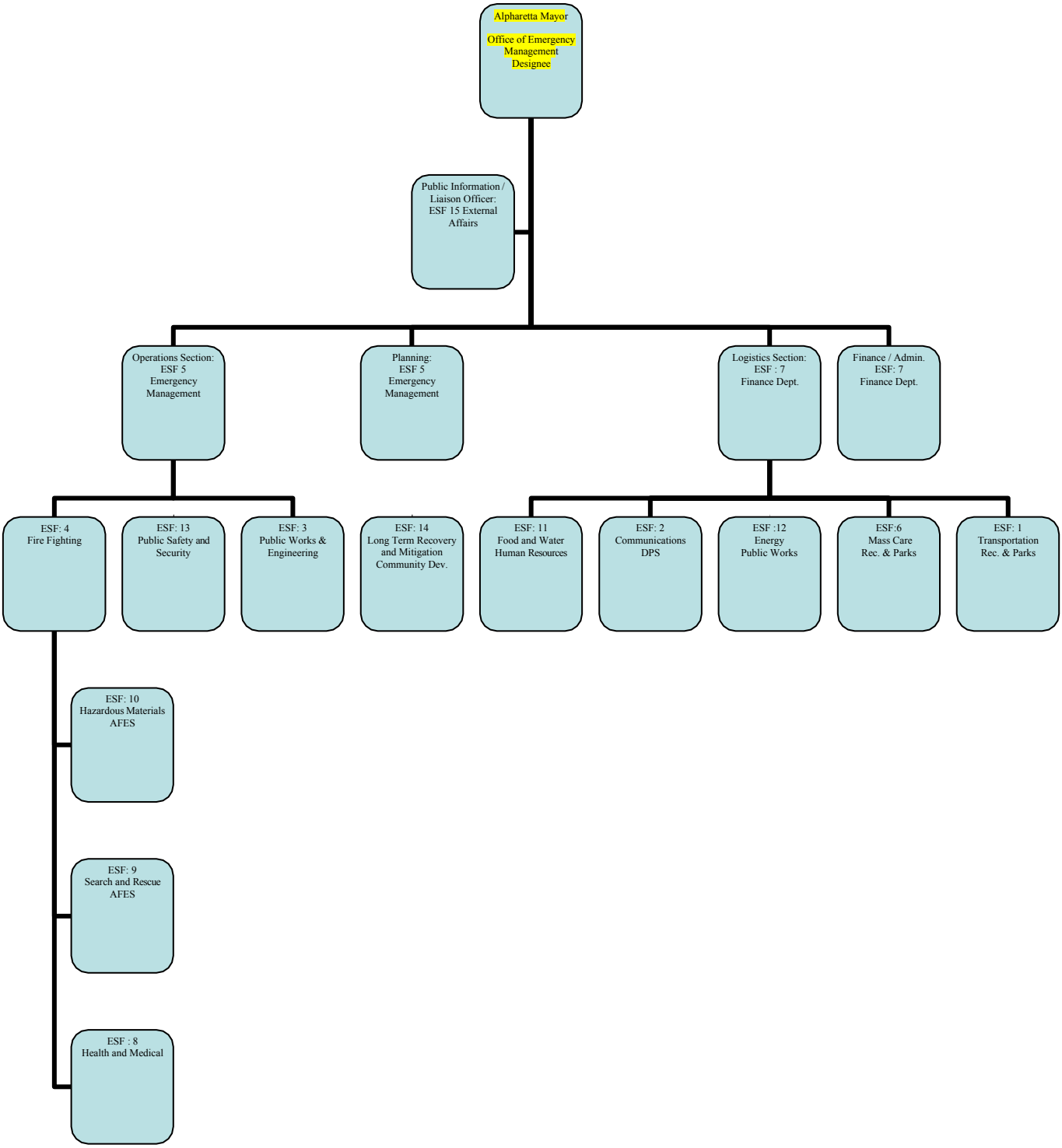
STATE ASSOCIATIONS

Association County Commissioners of Georgia (ACCG)
Georgia Association of Chiefs of Police
Georgia Municipal Association (GMA)
Georgia Sheriffs' Association

PRIVATE SECTOR

AT&T
Georgia Power Company
Georgia Transmission Corporation

APPENDIXE "D"
EOC ORGANIZATIONAL CHART



APPENDIX "E"
COMMUNICATIONS AND WARNING RESPONSIBILITIES

I. PURPOSE

The ability of local government to direct its emergency forces through adequate communication is essential to effective operations in an emergency. Because emergencies can threaten life and property, a local jurisdiction must also have an effective method of alerting key personnel and warning the public.

Although communications and warning systems designed to meet day-to-day needs of government are in place in the City of Alpharetta, it is necessary to plan for the effective use of these resources in the event of an emergency. This appendix is developed to provide information and guidance concerning available or potentially available communication and warning capabilities of the City of Alpharetta.

II. SITUATION AND ASSUMPTIONS

A. Situation

1. The City of Alpharetta has outdoor warning devices that are tested on a monthly basis.

2. The City of Alpharetta has also contracted with CodeRED, which can contact residents by telephone to provide emergency information.

3. The City of Alpharetta can receive initial warning information via the National Weather Service or other sources.

4. The primary communication and warning capabilities for the City of Alpharetta are within its own Department of Public Safety and major city departments that have significant communication systems. The Alpharetta Department of Public Safety is staffed on a 24-hour basis utilizing the 911 System.

5. In addition to dispatching its own personnel, the Alpharetta Department of Public Safety dispatches for the City of Milton Fire and Police Departments, along with

facilitating a console for the county contracted ambulance service.

B. Assumptions

1. It is assumed that the existing communication and warning system in the City of Alpharetta will survive and remain functional to some extent, regardless of what type of emergency strikes the area.

2. HAM radio operators are available in the area and may assist during emergency situations. HAM operators are members of the CERT team and are trained to respond to the communications center to establish a HAM network which will allow for emergency communications with AFCEMA EOC as well as the State Operations Center.

3. Once the initial determination that an emergency has occurred or is developing the Director of Public Safety will notify the city manager who will notify the Mayor.

III. CONCEPT OF OPERATIONS

A. Ultimate responsibility for developing and maintaining an emergency operations communication and warning capability lies with the Mayor.

B. Operational control of the various communication systems within the City government of Alpharetta will be maintained on a daily basis by various departments. Primarily these departments will be:

1. Department of Public Safety
2. Department of Public Works and Engineering
3. Technology Services

C. During some emergencies, routine actions or other actions generally performed on a daily basis may be curtailed. The degree of this curtailment will be determined by the individual department heads and will depend upon the severity of the situation.

D. During emergency operations, all departments will maintain their existing equipment and procedures for communicating with their field operations. They will keep the EOC informed of their operations at all times and will maintain a communication liaison with the EOC.

E. Communication between the Alpharetta EOC and the County and/or State EOC will be established and maintained via WEB EOC, landline and radio.

F. Although most warning alerts come from outside sources (i.e. State, National Weather Service, etc.), the City of Alpharetta has installed a severe weather siren warning system along with the contracted use of CodeRED, a reverse 911 type system.

G. When warnings are issued, all available systems will be utilized to warn the public, such as the outdoor warning sirens and CodeRED.

H. Educational programs will be conducted regularly to ensure the public understands the various warnings.

APPENDIX "F"
OPERATING CONDITIONS CHECKLIST

INTRODUCTION

The possibility of a State Emergency or Presidential Declaration occurring with little warning requires that the City of Alpharetta take automatic, predetermined actions under varying conditions. However, with advance warning, an established system of preparedness will assist with response actions. These actions are designated as Operating Conditions (OPCONS).

PURPOSE

An OPCON is the level of emergency or disaster that may occur. Different numbers indicate the OPCON level with "OPCON 1" being the most severe.

CONCEPT OF OPERATIONS

OPCON 5 - a readiness state that includes normal day-to-day operations and includes training and exercises.

- Maintain or revise plans, Standard Operating Procedures (SOPs) and Memorandums of Understanding (MOUs).
- Monitor weather or other disturbances and events that cause a threat.

OPCON 4 - the possibility of an emergency or disaster situation developing requires plan review, readiness and monitoring the situation.

- Review Emergency Support Functions (ESFs) and SOPs including specific appendices.
- Monitor development of threat or other incidents.
- Notify city department officials with ESF functions.
- Begin preparation for on-site response and check mobile command posts.

OPCON 3 - an alert, such as a watch or warning, is issued to indicate development of a threat requiring notification to appropriate departments/organizations and/or activation of the Emergency Operations Center (EOC).

- Activate appropriate ESFs and implement accompanying SOPs.
- Notify city department officials with ESF functions and activate EOC.
- Participate in briefings with city department officials and organize Emergency Coordinators from the Atlanta Fulton County Emergency Management Agency (AFCEMA), National Weather Service, National Hurricane Center or Georgia Emergency Management Agency (GEMA).
- Coordinate issuance of warning systems communication.
- Issue public advisories about protective actions, evacuation and sheltering.

- Participate in conference calls with departments, other jurisdictions and state agencies.

OPCON 2 - an emergency or disaster is imminent requiring notification to appropriate departments or organizations with ESF responsibilities and activation of the EOC or alternative location.

- Consult city department officials with ESF responsibilities.
- Mobilize appropriate departments and other resources and prepare to respond.
- Continue issuance of public advisories and other emergency or disaster information through the media.
- Request additional assistance through AFCEMA, the Emergency Management Assistance Group and GEMA, as necessary.

OPCON 1 - the most severe emergency or disaster that is imminent or occurring, requiring immediate response by appropriate departments with ESF responsibilities and potential activation of the EOC or alternative location.

- Respond immediately.
- Continue public advisory updates regarding protective actions.
- Determine preliminary damage assessment and additional assistance required.
- Prepare for reentry and continue assistance until completion of recovery.

An OPCON will not necessarily progress from a level five to one. The OPCON placed in effect will be the appropriate level for the situation existing at the time. Actions to be taken by the Alpharetta Office of Emergency Management (AOEM) Director for a level three to level one will include completion of all actions from the previous OPCON's.

APPENDIX "G"
PUBLIC INFORMATION PROCEDURES

The planning, collecting, processing and dissemination of information about a potential or actual emergency is addressed through public information. Building goodwill and public confidence is essential to emergency preparedness. This may be accomplished, in part, through maintaining a current media roster and providing the media with appropriate emergency management information.

AOEM will develop methods to provide people with sensory disabilities (*e.g., blindness, deafness*) and/or non-English speaking people with emergency information.

One area of particular concern is educating the public regarding the difference in "watches" versus "warnings." Often, these terms are confusing to the public.

Coordinating and assisting departments with Emergency Support Function responsibilities in the development of uniform policies for news releases and establishing protocols to keep the media informed are extremely important. Evacuation, shelter opening, outreach, donated goods and public safety are areas where the media may be of assistance.

Defining a time frame to warn the public about a potential or imminent threat of an emergency is another important factor. The media should be cognizant of dissemination time frames for different types of disasters (*e.g., hurricanes or tropical storms).*

All coordination for public information will be conducted by ESF 15 which is headed by the City PIO and supported by PIO's from the Department of Public Safety. The provision of timely updates including a method to respond to inquiries *(e.g., missing relatives, restricted areas of access, reentry)* must be shared with all responders, as well as with the media. Continuing the provision of public safety and other necessary information is necessary throughout the recovery phase. The media may be a valuable partner in this process.

ANNEXES

ANNEX 1
CITY OF ALPHARETTA RECREATION AND PARKS DEPARTMENT

SUBJECT: Emergency Support Function 1 – Transportation

INTRODUCTION: This Emergency Support Function (ESF) supports State/Federal Response Plan ESF #1 (Transportation). Alpharetta Recreation and Parks (ARPD) is responsible for coordination of transportation resources, assisting with evacuation and mobilizing transport of personnel, supplies, and equipment.

PURPOSE: To provide coordination of department resources in order to assist with evacuation and transport of personnel, supplies and equipment during an emergency or disaster.

RESPONSIBILITY:

1. Primary – ARPD
2. Support – Engineering and Public Works (Personnel, Vehicles)

POLICY: ARPD will carry out its responsibility to provide transportation resources during an emergency or disaster by providing appropriate personnel and managing available resources. In the event of an emergency or disaster, whether man-made or natural, ARPD personnel will respond reasonably, using all resources and efforts to ensure organized and safe methods of transporting personnel, supplies and equipment to aid in restoring order.

PROCEDURES:

Inventory of Buses:

- 1988 Yellow School Bus – 50 passengers
- 1999 Goshen – 32 passengers – 500 miles per tank of fuel
- 2002 Ford 1 – 21 passengers plus storage space – 500 miles per tank of fuel
- 2004 Ford 2 – 14 passengers – 300 miles per tank of fuel
- 2011 Ford 3 with handicap lift – 14 passengers or 12 passengers when using handicap lift – 300 miles per tank of fuel

When not in use, all buses are housed in the parking lot at the Alpharetta Adult Activity Center (AAAC) at North Park. Contact – Dixie Pounds, supervisor, Main 678-297-6140 Cell – 678516-8001

Inventory of City Employees with CDL (as of May 2012): As of Feb 2020

- Lewis Lay – 678-297-6140 – 678-516-8001
- Selina Kent
- Mary Helen Nichols
- Nelda Berry
- Evelyn Marie Pierce

- Clay Springfield
- Linda Martin
- Some personnel with ENG/PW and Public Safety may also have CDL's (must have CDL passenger endorsement)

Employees listed above must successfully obtain a Medical Examiner's Certificate in accordance with the Federal Motor Carrier Safety Regulations at least once every two (2) years. Employees listed above will be assigned a response team number (A, B, or C).

Vehicle Maintenance:
ARPD staff is responsible for ensuring vehicle maintenance.

Vehicle fuel/gasoline tank should be kept at ¾ full at all times. After a regularly scheduled bus trip, the bus driver is responsible to ensure that the vehicle has the minimum amount of fuel/gasoline in the tank.

Routine maintenance is performed on all vehicles. Routine maintenance includes oil changes, brake inspections, transmissions checks, gauge inspections, tires, etc. Vehicles are washed an average of once per month.

Bus drivers are responsible to report any concerns they have related to the maintenance and functioning of any vehicle that they drive. Maintenance concerns should be reported to ARPD full time staff at the AAAC.

Vehicle Access:
All part time bus drivers with ARPD have keys to the AAAC and therefore access to keys for all vehicles. Alpharetta Fire Department also has access to the AAAC. ARPD personnel assigned to the AAAC Division have keys to the AAAC. Bus keys are located in a key box in the Administrative Assistant's office at the AAAC.

Personnel Responsibility:
Upon implementation of ESF 1, assigned shift supervisor will follow the procedure listed below:

1. Communicate with Command Center to assess the situation to determine what kind of transportation is needed (People? Pets? Supplies? Etc.) and how many buses will be needed
2. Formulate plan of where drivers need to be and when
3. Contact bus drivers depending on the shift assignment (A, B, or C)
4. If drivers are unavailable or more drivers are needed due to the situation, contact more drivers
5. Inform drivers of their assigned duties
6. Maintain contact with Command Center and drivers to provide ESF #1 as needed for the duration of the situation
7. Maintain contact with other ARPD shift supervisors as needed to keep them informed of the situation and scheduled shift changes

Bus Drivers should adhere to the following guidelines:

1. Maintain emergency-preparedness bag at home to include essential personal items needed in the event of an emergency (toiletries, medications, extra change of clothes, cell phone charger, etc)
2. When called to work, wear ARPD-issued shirt and name badge for identification purposes
3. Document hours worked, vehicle mileage used for EOP situation, hours bus is used, hours bus is idling, and fuel used (forms will be available on each vehicle)
4. Finalize documentation at the conclusion of the driver's shift (supervisor will be responsible for obtaining this information after the situation has passed, and will provide it to EOP Command Center)
5. For safety reasons, bus drivers are not permitted to drive for more than 3 consecutive hours without a minimum 15 minute break. A bus driver is not permitted to drive for more than 10 hours in a 24 hour period without prior approval from ARPD Director and/or Deputy Director. Recreation Service Manager

Miscellaneous Information:

1. Updated City of Alpharetta maps will be kept in each vehicle. Locations that may have citizens with special needs will be noted on the maps. State maps and/or U.S. Atlas may also be kept in each vehicle.
2. One bus provides transportation for those in wheelchairs, but space is limited.
3. Requests from citizens for transportation needs will be directed to Command Center and/or 911 Emergency. Command Center will notify ARPD shift supervisor of any transportation needs. Shift supervisor will coordinate transportation schedule with drivers.
4. Pets can be transported in ARPD vehicles provided they are vaccinated, under the control of the owner/handler, and do not pose a safety problem to human passengers. It is strongly recommended that all pets be secured in a pet cage or carrier.
5. Shift Assignments:

Team A: Christine Young (shift supervisor), Selina Kent, Driver as

needed.

Team B: Jenny Simpson (shift supervisor), Helen Nichols, Evelyn

Pierce

Team C: Cara Prell (shift supervisor), Linda Martin, Driver as needed.

Shift supervisor may call upon other ARPD employees to assist in driving the 14 passenger vehicles as needed.

City Council Meeting
STAFF REPORT

Submitting Department: Recreation, Parks & Cultural Services
Submitted By: Kurt Kirby
Sponsored By:
Meeting Date: September 20, 2021

I. AGENDA ITEM TITLE: NORTH PARK TURF 2 REPLACEMENT

II. RECOMMENDATION:

Award RFP 22-102 North Park Turf 2 Replacement project to Sprintturf, LLC., for an amount not to exceed $436,675.00 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: $436,675.00
APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
30161150 541500 C0922	$500,000.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
N/A	$0.00

IV. REPORT IN BRIEF:

The award of this RFP is for the removal and replacement of the artificial turf soccer field located at North Park and to make any sub-surface corrections prior to installing the new artificial turf. This project also includes netting additions and upgrades, replacing fencing around the perimeter of the field, and the restoration of the goal posts.

On July 15, 2021, the City issued a Request for Proposal for the project with a due date of August 19, 2021.

The city received one response, which was from Sprinturf LLC.

An evaluation team comprised of Recreation, Parks & Cultural Services department staff rated the proposal based on the criteria set forth within the solicitation document (max of 100 points).

- Comparable Experience and Project Team (35%)
- Proposed Product (27%)
- Approach to Project and Schedule Adherence (10%)
- Cost Evaluation (25%)
- Alpharetta Vendor Preference (3%)

The Sprinturf proposal received a score of 92.25 points from the evaluation team.

This project was funded as part of the FY 2022 Capital Budget in an amount totaling $450,000. The cost proposal provided by Sprinturf totals $436,675 and includes the following:

- $363,500 Base Project
- $ 18,175 Alternate 1: Fencing Replacement
- $ 47,850 Alternate 2: Netting Installation
- $ 7,150 Alternate 3: Goal Post Restoration

- $436,675 GRAND TOTAL

Costs include all insurance, labor and materials bonds, mobilization, clean-up, debris removal, etc.

Despite having 28 contacts downloading the RFP, the city received only one proposal, which was from Sprinturf. Based on follow-up discussions with potential vendors, material scarcity and our timeline was a driving factor. Sprinturf manufacturers their own turf, which gives them significant flexibility throughout the project delivery lifecycle. Additionally, Sprinturf LLC was the awarded vendor for the last two athletic turf replacements and the installation of the Town Green turf with successful outcomes. The quoted price is substantially similar to the price paid for replacement of the North Park artificial turf field #1 in 2018 ($463K; including several differentiating components such as full goal post replacement), which indicates competitive pricing. Staff is confident Sprinturf, LLC., has the experience and qualifications to meet the city's expectations to complete the project within the specified timeframe and recommends awarding the contract for this project to Sprinturf, LLC. Upon approval of the award of contract, staff will finalize the terms and conditions of the contract and issue a Notice to Proceed to Sprinturf, LLC.

V. ALTERNATIVES:

VI. ATTACHMENTS:

RFP 22-102 Scoring Summary (003), SprinturfNPturf2

North Park Turf 2 Replacement

Scoring Summary

Active Submissions

	Total	A - ADMINISTRATIVE EVALUATION	A-1 - E-VERIFY	A-2 - DISCLOSURE	A-3 - LOCAL VENOR PREFERNCE
Supplier	**/ 100 pts**	**/ 3 pts**	**Pass/Fail**	**Pass/Fail**	**/ 3 pts**
Sprinturf	92.25 pts	0 pts	Pass	Pass	0 pts

	A-4 - ADDENDUM ACKNOWLEDGEMENT	A-5 - W9	A-6 - 5% BID BOND	B - TEAM EVALUATION	B-1 - DOCUMENT 1: COMPANY INFORMAITON
Supplier	**Pass/Fail**	**Pass/Fail**	**Pass/Fail**	**/ 70 pts**	**Pass/Fail**
Sprinturf	Pass	Pass	Pass	65.25 pts	Pass

	B-2 - DOCUMENT 2: PROJECT TEAM, RESUMES/STATEMENT OF QUALIFICATIONS, REFERENCES & COMPARABLE PROJECTS	B-3 - DOCUMENT 3: TECHNICAL PROPOSAL, PROJECT APPROACH & PRODUCT INFORMATION	B-4 - DOCUMENT 4: AVAILABLE RESOURCES, SCHEDULE, WORK IN PROCESS FOR PRIME	C - COST EVALUATION	C-1 - SCHEDULE OF ITEMS
Supplier	**/ 25 pts**	**/ 25 pts**	**/ 20 pts**	**/ 27 pts**	**/ 27 pts**
Sprinturf	23.75 pts	22.5 pts	19 pts	27 pts	27 pts ($436,675.00)

August 10, 2021

Re: City of Alpharetta RFP 22-102 North Park Turf 2 Replacement

Good morning:

Sprinturf appreciates the invitation and opportunity to participate in the RFP for the of the replacement of the synthetic turf at Field #2 at North Park. We believe Sprinturf is uniquely qualified to manufacture your new fields, remove the old field and install the new turf within the specified schedule.

Sprinturf has been in continuous operation since 1998. In that time, we have installed over 2500 fields in the U.S. We specialize in field replacements, using our own crews and equipment to handle both the removal/disposal of the old fields and the installation of the new field. In the last five (5) years Sprinturf has replaced over 300 fields in the United States

Sprinturf is the **ONLY** company in the North American turf market that manufactures 100% of its polyethylene yarns and finished turf systems IN-HOUSE and in the U.S.

Our yarn extrusion facility in Dadeville, ALA, has been in operation since 2001, and we have state of the art extrusion equipment for both monofilament and slit film yarns. We use only the highest quality resins from Dow and Exxon, two of the premium suppliers of polyethylene resins in the U.S. Our in-house quality control programs are unsurpassed in the industry, and we also perform extensive outside testing on our raw materials and finished yarns. We have been manufacturing our ULTRABLADE slit film yarns since 2006, and have extruded our MXE monofilament yarns at this facility since 2008.

Our ISO 9001 certified tufting and coating facility in Chatsworth, GA, has been under Sprinturf ownership since 2004. It has 11 tufting machines (4 high speed, dual fiber feed machines) that are capable of tufting products on anything from a 3/16" to ¾" gauge machine. The facility has the capacity to tuft and coat over 300 fields per year. Our urethane coating unit is "state of the art", and provides a finished turf system with the highest tuft bind in the industry (we are always over 10 lbs., and the industry standard is closer to 8 lbs.). This increased tuft bind makes for a very strong, dimensionally stable and long lasting turf system.

Between the two plants, Sprinturf has over $40,000,00 in hard assets. We produce the finest synthetic turf systems in the industry, and everything is made in-house in the U.S. by American workers.

Sprinturf has extensive experience acting as a general contractor on projects that include the removal of existing turf fields, the laser grading of the stone base, and the installation of the new Sprinturf field. Sprinturf has over $35,000,000 in bonding capacity and our bonding rate of 1.25% is one of the strongest in the synthetic turf industry. We have an ASBA certified field builder on staff and a Vice President of Construction who will oversee your project who has been involved with hundreds of field projects dating back to 2008.

843.936.6023 | fax: 843.284.8823 | 146 Fairchild Street, Suite 150 Daniel Island SC 29492
www.sprinturf.com | info@sprinturf.com | customercare@sprinturf.com

Sprinturf's Background, History and Unmatched Capabilities

- Sprinturf was formed in 1998 and is one of the three original turf brands that introduced infill system turf to the market. Since that time, Sprinturf has installed over 1,200 fields nationally and internationally, including fields for the NFL, NCAA, high schools and municipalities. We have provided outstanding, on-time projects of similar scope as in this project for many satisfied clients.
- In 2010, Sprinturf became the first and only "pellet to play", single source turf manufacturing and installation companies in North America. We manufacturer our own fibers, and we tuft, coat, and install in-house. All components used in the manufacturing of our yarn and finished turf systems are exclusively sourced in North America. Our resin suppliers include Dow and Exon Mobil.
    - There is not a single other turf company that produces all of their fibers in house and in America. Fibers are the single most important component of a turf field.
    - Our facilities are 100% American owned and operated, with manufacturing plants in Georgia and Alabama. We will be happy to schedule a time for you to visit both plants.

Warranties and Guarantees

- Sprinturf carries the best 3rd party Warranty in the business.
- Due to our superior quality control, we have never had a claim on our third party warranty insurance since we acquired the Company in 2010.
- Please see our full warranty information included in this response to the RFP.

Unmatched Capabilities to Complete Your Project On-Time

- We are the only synthetic turf company in North America with predominantly in-house installation crews and a 98% on-time record.
- We have own installation equipment and ample manpower located within 2 hours of your project site.
- Since Sprinturf controls the entire process from manufacturing to removal and install, we will provide a high-quality product, on time, and on budget.

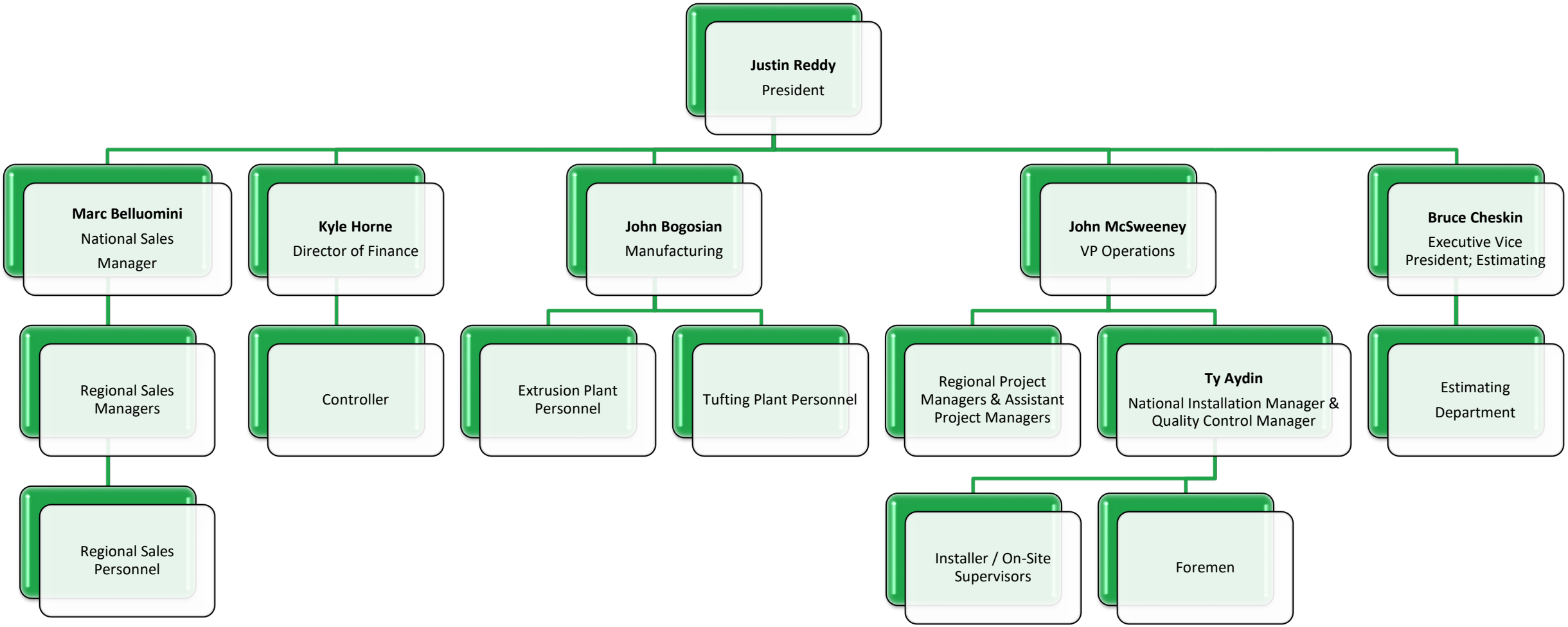
Speizio Stowers is our Regional Sales Manager for Georgia. He will be the point of contact for Sprinturf for this proposal. His mailing address is 326 Brisbane Drive, Acworth, GA 30101. Speizio's cell number is 404-424-3280, and his email is sstowers@sprinturf.com.

Sincerely,

Webb Cook, Executive Vice President of Sales
wcook@sprinturf.com
717-917-1790

Speizio Stowers
sstowers@sprinturf.com
404-424-3280

SPRINTURF


Justin Reddy
President
Marc Belluomini
National Sales Manager
Kyle Horne
Director of Finance
John Bogosian
Manufacturing
John McSweeney
VP Operations
Bruce Cheskin
Executive Vice President; Estimating
Regional Sales Managers
Controller
Extrusion Plant Personnel
Tufting Plant Personnel
Regional Project Managers & Assistant Project Managers
Ty Aydin
National Installation Manager & Quality Control Manager
Estimating Department
Regional Sales Personnel
Installer / On-Site Supervisors
Foremen

SPRINTURF® PROFESSIONAL PROFILE

MATT STEIGERWALT

Headquarters:
146 Fairchild Street
Suite 150
Daniel Island, SC 29492

T: 843-936-6023
F: 843-284-8823
www.sprinturf.com

Manufacturing Facilities:

799 Industrial Drive
Chatsworth, GA 30705

170 Rice Ave
Dadeville, AL 36853

YEARS IN INDUSTRY: 12 YEARS

RESPONSIBILITIES AND HIGHLIGHTS

- Vendor Negotiations
- Manage CAD Department
- Manage Field Operations
- Maintain Fiber and Equipment Inventory
- Manage National Installation Schedule
- Material Forecast
- Manage Purchasing for all Material and Logistics
- Oversee Fleet Vehicles and Equipment
- Manage Turf QC Personnel
- Administer Prolog Project Management Software

PROFESSIONAL EXPERIENCE

Sprinturf, LLC	Project Manager	2003–2012, 2017–Present

RECENT SIMILAR PROJECT EXPERIENCE

- William Paca Middle School, NY
- Pennsylvania State Uni.- Harrisburg Soccer Field, PA
- Austin Prepatory School, MA
- Reading Memorial High School, MA
- Hershey High School, PA
- Syosset High School Stadium, NY
- Falmouth High School, MA
- Lycee Francais de Chicago, IL
- William Floyd UFSD, NY
- Derryfield Park Multipurpose Field, NH
- Dana Hall School, MA
- Gill Stadium, NH
- North Yarmouth Academy, ME
- Worcester State - Coughlin Stadium, MA
- Whitehall High School, PA
- Tuckahoe High School, NY
- Washington International School, DC
- Susquehannock High School, PA
- Haslett High School, MI
- Lyndhurst Recreation Center, NJ
- Concordia Prep High School Multipurpose Field, MD
- Littlestown Stadium, PA
- Wilmington Sports Complex – 2 Fields, DE
- Fowler Park, GA
- Delaware FC Hockessin Soccer Complex, DE
- Cobb County Parks – 8 Fields, GA
- East Ash Multi-Sport Complex – 2 fields, NC
- Milton Academy - Voses Field, MA
- Lasalle University - McCarthy Stadium, PA
- Wheeler School Farm Athletic Complex, MA
- North Babylon High School – 2 fields, NY
- The Citadel Practice Field, SC
- Harrison High School, IN
- McCutcheon High School, IN
- Lovell Field, MA
- Cascade High School – 3 fields, IN
- South Western HS Mustangs Stadium, PA
- Webb Bridge Park, GA
- St. Thomas Aquinas College, NY
- Carl Sandburg Middle School, VA
- Tomlinson Middle School, CT
- Dexter High School (2 fields), MI
- Roncalli High School, IN
- Libbey High School Baseball Field, MA
- Westside HS & T. L. Hanna HS (4 fields), SC
- Merrimack Soccer Complex, AL
- Loveland Youth Sports Park, CO
- McGill-Toolen Catholic High School, AL
- McEachern High School, GA
- Wethersfield HS Cottone Field, CT
- Cedar Crest College Falcon Plex Field, PA
- North Andover High School, MA
- West Manchester High School, NH
- Bishop Hendrickson High School, RI

P: 877-686-8873
F: 843-410-5712
146 Fairchild Street, Suite 150
Daniel Island, SC 29492

TEAM MEMBER

Matt Steigerwalt, Senior Project Manager, Sprinturf, LLC

1. Matt works from home and out of Sprinturf's corporate headquarters in Daniel Island, SC.
2. Matt has been employed by Sprinturf since 2015, and also worked for Sprinturf from 2000-2011.
3. Matt has worked in the synthetic turf industry for over 16 years.
4. Matt will be assigned this project and it will be one of his primary responsibilities during the course of the project. He will be available and on call to devote all necessary time to ensure the timely and successful completion of this project.
5. Matt has worked directly with John and with Tim on a MULTITUDE of projects over the last six years.

SPRINTURF® PROFESSIONAL PROFILE

TIM KARCA

Headquarters:

146 Fairchild Street
Suite 150
Daniel Island, SC 29492

T: 843-936-6023
F: 843-284-8823
www.sprinturf.com

Manufacturing Facilities:

799 Industrial Drive
Chatsworth, GA 30705

170 Rice Ave
Dadeville, AL 36853

YEARS IN INDUSTRY: 24 YEARS

PROFESSIONAL EXPERIENCE

Sprinturf, LLC	Turf Installation Supervisor	2011 – Present
IC Improvements, Inc.	Turf Installation Technician Specialist	1996 – 2010

CERTIFICATIONS

OSHA 10

RECENT PROJECTS

2019

Concordia Prep High School Multipurpose Field, MD
Dana Hall School, MA
Washington International School, DC
Apex Sports Complex, NJ
Manchester Meadows Soccer Complex, SC
Falmouth High School, MA
Gill Stadium, NH
Lyndhurst Rec Center, NJ
North Yarmouth Academy, ME
Trinity High School Derryfield Park Multipurpose Field, NH
Tuckahoe High School, NY
Scituate High School, MA

2018

Randalls Island Park (5 fields), New York City, NY
Pingree School, MA
Westfield State University, MA
St. Sebastian's School, MA
Cobb County Parks (8 fields), GA
Westside High School, Anderson, SC
T. L. Hanna High School (4 fields), Anderson, SC

Older

Weaver High School, CT
Farmingdale USD (3 Fields), NY
University of Pittsburg Recreation Fields, PA
All Pro Sports Center, ME
Community Preparatory School, RI
Yentile Farms, MA
Greenwich High School, CT
Hillside School, MA
Bishop Hendrickson High School, RI
University of Massachusetts Dartmouth, MA
New Buffalo School District, MI
New Albany High School, IN
Graham Road Elementary School, VA
Westhill High School, CT
West Manchester High School, NH
St. Thomas Aquinas, NY
OMM Soccer Field, Orangeburg, NY
Andover High School, MA
New Milford Fields, CT
Roxbury Latin School Fields, MA
Lynnfield High School, MA
Triton Regional High School, MA
Max Read Athletic Complex, RI
Homestead High School, IN
Latrobe High School, PA
Weston High School, CT
St. Louis Univ. Football Stadium, MO
Floyd Central High School, IN

ADDITIONAL PROJECTS

Homestead High School, IN
North Creek County Park
City of Hobbs, 8 Fields, NM
City of Las Vegas, 7 fields, NV
South Lakes High School, VA
War Memorial Stadium, PA
J. Birney Crum Stadium, PA
Weymouth High School, MA
Hellwig Memorial Park, VA
Dover High School, DE
Nut Swamp Park, NJ

PROJECT REFERENCES

Concordia Prep High School Multipurpose Field, Townson, MD
Brent Johnson, Headmaster, 443-960-3729

Dana Hall School, Wellesley, MA
Tom DiGiandomenico, Facilities Director, 781-235-3010 x 2813

Gill Stadium, Manchester, NH
Colby Hurd, Quirk Construction, Project Manager, 978-352-4666

Lyndhurst Recreation Center, Lyndhurst, NJ
Richard C. Gress, Superintendent, Dept of Public Works, 201-804-2495 or 201-522-8206

Tuckahoe High School, Eastchester, NY
Lee Lew, Director of Finance & Facilities, 914-337-6600

North Yarmouth Academy, Yarmouth, ME
Garrette Bowne, CFO, 207-846-9051

Youngstown State University Cafaro Field, Youngstown, OH
Steve Pinciaro, Associate AD of Facilities, 330-501-2743

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F: 843-410-5712
146 Fairchild Street, Suite 150
Daniel Island, SC 29492

TEAM MEMBER

Tim Karca, Senior Site Superintendent, Sprinturf, LLC

1. Tim will work at North Park, Field #2, during the course of the construction work to replace the old turf.
2. Tim has been employed by Sprinturf since 2014.
3. Tim has worked in the synthetic turf industry as a turf installer and Site Superintendent for the past 20 years.
4. Tim will be assigned as The Site Superintendent for this project and it will be his ONLY primary responsibilitiy during the course of the project. He will be available and on call to devote all necessary time to ensure the timely and successful completion of this project.
5. Tim has worked with John and with Matt on a MULTITUDE of projects over the last six years (60 plus).

SPRINTURF® PROFESSIONAL PROFILE

JOHN C. McSWEENEY

Headquarters:
146 Fairchild Street
Suite 150
Daniel Island, SC 29492

T: 843-936-6023
F: 843-284-8823
www.sprinturf.com

Manufacturing Facilities:

799 Industrial Drive
Chatsworth, GA 30705

170 Rice Ave
Dadeville, AL 36853

YEARS IN INDUSTRY: 30 YEARS

PROFESSIONAL EXPERIENCE

Sprinturf, LLC	Chief Estimator	2018-Present
AstroTurf Corporation	Senior Estimator	2016-2018
ProGrass LLC	Senior Estimator >Senior Project Manager	2011-2017
AstroTurf/GSV	Director of Operations – Midwest	2009-2011

CERTIFICATIONS & TRAINING

American Sports Builder Association Certified Field Builder – Synthetic Turf 2011-2015

PROJECT EXPERIENCE

While employed by SprinTurf, ProGrass/AstroTurf and previous site and design companies my responsibilities include some if not all of the following for more than 500 fields:

- Oversight of the Estimating, Project Management, and designing teams
- Communication with sales team, owners and architects/engineers
- Help sales team with technical project support
- Design build projects form conception though completion
- Subgrade inspection and reporting (overseeing proof roll, compaction testing)
- Stone base inspection and reporting (planarity, topographic surveying, infiltration, compaction testing
- Scheduling multiple site and turf installations crews as well as subcontractors and material deliveries
- Implement quality control and over sight of both site & turf crews and various subcontractors
- Contracted quality sub-contractors to perform work

P: 877-686-8873
F: 843-410-5712
146 Fairchild Street, Suite 150
Daniel Island, SC 29492

TEAM MEMBER

John McSweeney, Director of Operations, Sprinturf, LLC

1. John works out of Sprinturf's corporate headquarters located in Daniel Island, SC.
2. Matt has been employed by Sprinturf since 2017.
3. Matt has worked in the synthetic turf industry for the past 18 years.
4. John is a registered landscape architect and licensed in the state of Michigan.
5. John will have oversight responsibilities for this project during the course of the work. He will be available and on call to devote all necessary time and resources to ensure the timely and successful completion of this project.
6. John has worked directly with Matt and with Tim on a number of projects over the last five years.

P: 843-936-6023
F: 843-410-5712
146 Fairchild St, Suite #150
Daniel Island, SC 29492

Project Team, Resumes and Statements of Qualifications

Sprinturf has provided resumes and statements of qualifications for our team that will handle the North Park Field #2 turf replacement project in the event Sprinturf is selected for the project.

The project team will consist of the following individuals:

1. John McSweeney, Director of Operations for Sprinturf
2. Matt Steigerwalt, Senior Project Manager for Sprinturf
3. Tim Karca, Site Superintendent for Sprinturf

John McSweeney will oversee the project from an operational standpoint and will interface with Matt Steigerwalt and Tim Karca as needed during the course of the project.

Matt Steigerwalt will operate as the offsite Project Manager for the project. Matt will be responsible for the preparation of all submittals, will oversee the review (of shop drawings), approval and manufacturing of the new turf (working with our Chatsworth plant), the ordering of all materials to complete the project (infill, seaming tape, glue, maintenance equipment, etc.) that are specified for the project, and all close out materials (sign offs, substantial completion forms, warranties, close out documents, etc.

Tim Karca will be the Site Superintendent for the project and will run the project for Sprinturf from start to finish. Tim's responsibilities will include the oversight of the turf removal and laser grading crews, and he will have direct involvement with and oversight of the turf installation crew during the course of the project. Tim will interface and work with representatives of the Owner during the project and will run the weekly progress meetings on the jobsite during the work. Tim will be Sptinurf's onsite representative for the duration of the project.

Ty Aydin, Sprinturf's Director of Installation Services will also be involved with the project to the extent that he will interface with Tim to cover questions regarding schedule, logistics and other items that might arise during the construction phase of the project. His resume is also included in our proposal.

The information sheets for John McSweeney, Matt Steigerwalt and Tim Karca that were requested in Section A (iii) 1-7 are included in this proposal.

John McSweeney is located in our corporate headquarters in Charleston, SC. While the majority of John's work on this project will be performed from the home office, he has the ability to be at North Park in less than 5 hours if needed onsite.

Matt works from his home office in Pennsylvania and also our Charleston office. Matt's role does not ordinarily require his presence on the job site, but Matt can be at North Park within 24 hours if he is needed for something.

While Tim resides in Pennsylvania with his family, he will be **ONSITE** at North Park for the duration of the removal and replacement of the turf field at North Park #2. He will always be available to meet with the Owner and will stay in a hotel that will be no more than 30 minutes from the construction site. All the crew members involved in this project wills stay at that same location.

Team Executed Projects

Cawley Stadium Turf Replacement, Lowell, MA
Matt Steigerwalt was the PM, Tim Karcha was the Site Superintendent, John McSweeney oversight
Project was completed on time and on budget. Sprinted acted as the general contractor
978-970-4171

Concordia Preparatory School. Towson, MD/ Replacement of multipurpose field
Matt Steigerwalt was the PM, Tim Karca was the Site superintendent, John McSweeney oversight
Project was completed on time and on budget. Sprinturf acted as the general contractor.
Mr. Brent Johnson, Headmaster, 410-825-2323, ext. 228

River City SportsPlex, Midlothian, VA Replacement of 13 fields at Sports Complex (7 so far, 6 more in 2021)
Matt Steigerwalt was the PM, Tim Karca was the Site Superintendent, John McSweeney oversight
Project was completed on time and on budget. Sprinturf acted as the general contractor
Mr Joe Stovall, Construction Services Manager, Chesterfield County Department of Parks and Recreation 804-318-8720

Similar Project References

Project: **Middletown High School**
Location: Middletown, MD
Owner: Frederick County Public School
Contact: Mike DeSimone, Director of Athletics 240-236-7420 michael.desimone@fcps.org
Square Feet: 78,700

Project: **Herndon High School**
Location: Herndon, VA
Owner: Fairfax Community Public Schools
Contact: Jonathan Frohm, Director of Athletics, 703-810-2211, jmfrohm@fcps.edu
Square Feet: 151,500

Project: **Concordia Prep**
Location: Townson, MD
Owner: Concordia Preparatory School
Contact: Brent Johnson, Head Master, 443-960-3729, brentjohnson@concordiaprepschool.org,
Square Feet: 102,300

Comparable Projects

Project: **Milton Frank Stadium**
Location: Huntsville, AL
Owner: Huntsville Board of Education
Contact: Scott Stapler, Athletics Coordinator, 256-428-6867, scott.stapler@hsv-12.org
Square feet: 78,710
This particular stadium is home to six High School teams. This field receives constant use and is in phenomenal condition.

Project: **Manchester Meadows**
Location: Rock Hill, SC
Owner: City of Rock Hill
Contact: Adam Scull, Park Supervisor, 803-326-3792, adam.scull@cityofrockhill.com
Square feet: 211,010 (two field project)
These fields had major drainage problems prior to us replacing the turf. They originally used crushed concrete which didn't drain well. We totally reengineered the perimeter drainage system which allowed for proper drainage.

Project: **The Citadel**
Location: Charleston, SC
Owner: The Citadel
Contact: Robbie Bennet, Director of Facilities, 843-708-9626, bennettr@citadel.edu
Square feet: 81,500
This is a Division 1 football program. They originally had severe drainage problems, we reengineered the project so that it would drain horizontally.

Project: **University of North Alabama**
Location: Florence, AL
Owner: UNA
Contact: Alexa Motes, Facilities Coordinator, 256-765-5138 amoates@una.edu
Square feet: 120,00
Division I football and soccer field. They have one of the best fields in the entire conference.

Project: **University of West Alabama**
Location: Livingston, AL
Owner: UWA
Contact: Kent Partridge, Athletic Director, 205-652-3719, kpartridge@uwa.edu
Square feet: 81,500

Project: **Miles College**
Location: Fairfield, AL
Owner: Miles College
Contact: Coach Ruffin Head Coach and AD, 334-332-3405, rruffin@miles.edu
Square feet: 80,000
We were able to complete this project which included replacing the nailer in less than 10 days. This allowed them to get onto the field prior to the season starting.

P: 877-686-8873
F: 843-410-5712
146 Fairchild Street, Suite 150
Daniel Island, SC 29492

Document 3 Technical Proposal, Project Approach & Product Information

Technical Information

Sprinturf has developed a comprehensive project schedule that will allow it to complete the work required by this RFP on or before the specified completion date, and in accordance with Sprinturf's pricing submitted herein.

If Sprinturf is awarded this project, it will commence to prepare a comprehensive submittal package covering all aspects of construction for the owner's review. This will include information related to the specified turf and infill system, other materials used in the installation process, and a field rendering/field layout/seaming plan that will show the field with the specified field markings, inlays and logos. Our project manager assigned to the project will work closely with the Owner during the submittal review process to make changes and answer any questions the Owner has regarding this information.

Once the submittals are approved by the Owner and returned to Sprinturf, we will commence with the turf manufacturing process. We will develop a turf seaming plan based upon the approved shop drawings. Once the seaming plan is reviewed and approved for quality control purposes, it will be submitted to our turf manufacturing team in Chatsworth to coordinate the manufacturing of the new Sprinturf DFE Extreme 52 for North Park Field #2. The manufacturing process will take 10-12 working days, and representatives of the Owner are invited to visit the Chatsworth plant during this process.

Upon completion of the turf manufacturing, the turf rolls will be wrapped and stored in Chatsworth until delivery to the project site.

Project Approach

Sprinturf will commence work on or about November 29th, 2021. Our in-house turf removal crew will mobilize to the North Park, set up the staging area for the project, and meet with representatives of the owner to discuss the logistics and details of the turf removal work. Then they will commence with the removal of the existing turf system from Field #2. The old turf and infill will be cut into 4-6' rolls, removed from the field and then staged for disposal via flat bed truck. This process will take 4-5 working days.

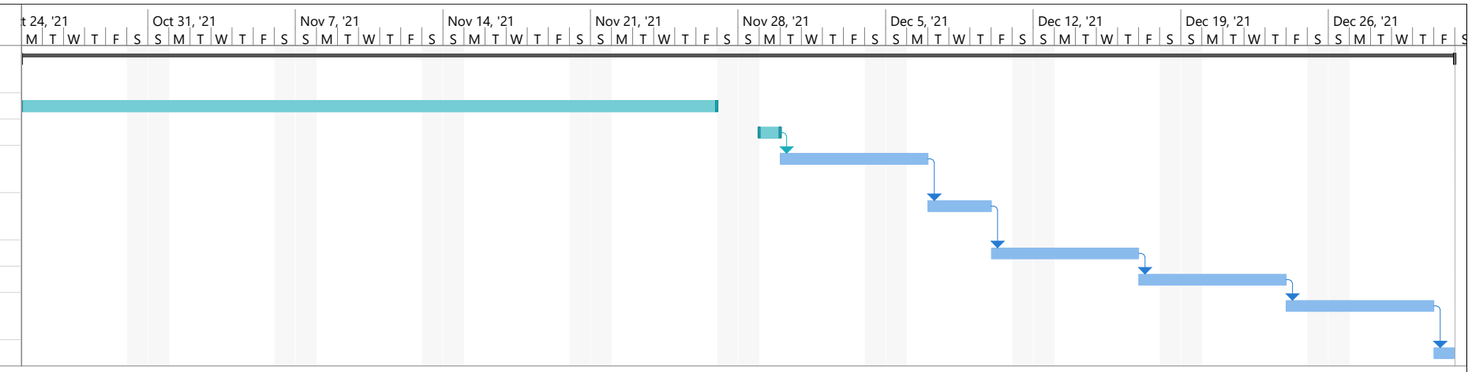
Once the turf is removed, this crew will inspect the stone base and prepare it for laser grading. We will schedule a meeting with the Owner to visually inspect the stone base before any laser grading is perform. The crew will also perform perc testing on the stone base in multiple locations to ensure/confirm that the base has sufficient percolation rates.

We will laser grade the stone base using state of the art laser grading machinery to ensure that the new grade is consistent with perimeter and field elevations. This entire process will take 3-4 days. Once laser grading is complete our turf crew will perform a visual inspection of the base with the Owner to ensure it is in compliance with grading requirements and is ready to accept the new Sprinturf synthetic turf.

The turf crew will first layout the field on the stone base and set the four corners of the field for turf installation. Once this is complete, the installation crew will start laying out and sewing the "belly" of the field, using state of the art cart sewing machinery and technique to ensure the flattest, most durable primary seams. These turf panels will be installed across the field, out to the width of the unified lacrosse sidelines. Once all the panels of the belly of the field are installed, the sideline panels will be sewn/installed running the length of the field. It will take 5 working days to install/sew all of the turf panels for the new field.
Once the turf panels are installed the turf installation crew will meet with the Owner to review and confirm the field dimensions of the inlaid field markings and the location of the center field logo. Once these are confirmed, the crew will install the inlaid markings for the soccer and unified lacrosse fields. They will also install the center field logo. These will be installed using state of the art cutting and gluing procedures to ensure 1) maximum bonding adhesion between the seaming tape and the inlay, and 2) consistent turf pile between the inlay and surrounding synthetic turf. Sprinturf will use the premium on part urethane adhesive from Mapei to install all inlays. The installation of the inlays will take 4-5 days.
After the inlaid markings and logos are installed, the crew will prep the field for the infilling of the Chillfill. They will brush the field using a motorized riding brush (Laymor) unit to ensure the turf fibers are vertically upright. Then the crew will begin to topdress the turf with the Chillfill infill, making multiple passes using a drop spreader to infill the new turf. The field will be brushed with the Laymor after each pass of Chillfill is infilled into the field to ensure that the Chillfill is evenly and uniformly distributed into the turf. The infilling of the new turf with the Chillfill infill will take 3-4 days. We will install approximately 3.5 lbs. of Chillfill per Sf into the new Sprinturf DEF Extreme 52.
Once this work is complete, the turf installation crew will trim the perimeter edges of the turf and install the turf to the existing nailer board. Once complete the crew will perform clean- up of all work areas and prepare the field for a final walk through/inspection of the new Sprinturf field with the Owner. They will also perform field maintenance training with the designated facilities personnel of the Owner.

Product and Warranty Information
Sprinturf is proposing to install its DFE Extreme 52 synthetic turf system. This is the specified turf system called out in the RFP. This is our dual fiber/blended system that is a 50/50 mix of slit film and monofilament fibers. The face weight is 52oz. per SY, the coating weight is 22 oz. per SY and the total turf weight is 82 oz. per SY. We have provided our product data sheet and independent product testing for this system per ASTM guidelines, as requested in this RFP.
The infill Sprinturf is proposing is the Chillfill encapsulated green SBR rubber. This is the same infill that was used in Field #1. We have included the product data sheet for the Chillfill as well as the spec sheet for this material. We will install approximately 3.5 lbs. per SF of the Chillfill into the new Sprinturf DFE Extreme 52.
Sprinturf will provide a 10 year company warranty for this project. Sprinturf will also provide it's $15,000,000 third party insured warranty (8 years) for this project. Examples and information for both warranties are included in this proposal for the Owner's review.

ID		Task Mode	Task Name	Duration	Start	Finish	Predecessors
1			**North Park Turf 2 Replacement Preliminary Construction Schedule**	**50 days**	**Mon 10/25/21**	**Fri 12/31/21**	
2			Preconstruction & Submittals	25 days	Mon 10/25/21	Fri 11/26/21	
3			Mobilization	1 day	Mon 11/29/21	Mon 11/29/21	
4			Removal & Disposal of Existing Infilled Synthetic Turf System	5 days	Tue 11/30/21	Mon 12/6/21	3
5			Laser Grading of Existing Stone Base	3 days	Tue 12/7/21	Thu 12/9/21	4
6			Installation of Synthetic Turf Panels	5 days	Fri 12/10/21	Thu 12/16/21	5
7			Installation of Synthetic Turf Inlays	5 days	Fri 12/17/21	Thu 12/23/21	6
8			Installation of Synthetic Turf Infill System	5 days	Fri 12/24/21	Thu 12/30/21	7
9			Substantial Completion	1 day	Fri 12/31/21	Fri 12/31/21	8



Project: North Park Turf 2 Repla
Date: Wed 8/11/21

Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress

ChillFill™

SPRINTURF®

HEAT REDUCING ENCAPSULATED RUBBER INFILL

100% AMERICAN MADE

Sprinturf has developed a green encapsulated infill system that coats the crumb rubber to provide enhanced aesthetics and help reduce surface temperatures on your field.

- **Same performance characteristics of crumb rubber**
- **Green coating encapsulates and seals each crumb rubber particle**
- **Provides enhanced aesthetics**
- **Helps to reduce field temperature 25-35 degrees in conjunction with our CoolFiber technology.**

We are proud to let our fields do the talking. Visit one of the many Sprinturf fields using ChillFill in your area including:

- UCSD Muir Field, CA
- Crescenta Valley, CA
- Simsbury High School, CT
- Joseph Foran High School, CT
- Bowen Field, CT
- Albertus Magnus High School, NY
- Franklin High School, MA
- Arlington High School, MA
- Buckingham, Browne & Nichols School, MA
- Mary Grogan Soccer Complex, CA
- Parkland High School, PA
- Glendale High School, CA
- Keppel Elementary, CA
- Cabrini College – Cool Cap, PA
- Longwood High School, NY
- Williams Field High School, AZ

St. John's University - Gagliardi Field, Minnesota

Cresecenta Valley, California

MANUFACTURING FACILITY

ISO 9001

PHONE: 843-936-6023 • FAX: 843-284-8823 • INFO@SPRINTURF.COM • 146 FAIRCHILD STREET, DANIEL ISLAND, SC 29492

SPRINTURF

UltraBlade 52 DFE EXTREME

Sprinturf has the most dual fiber fields in the nation. DFE Extreme fields feature a 330 micron plus monofilament and a 120 micron plus slit film. Exclusively made in-house and in America.

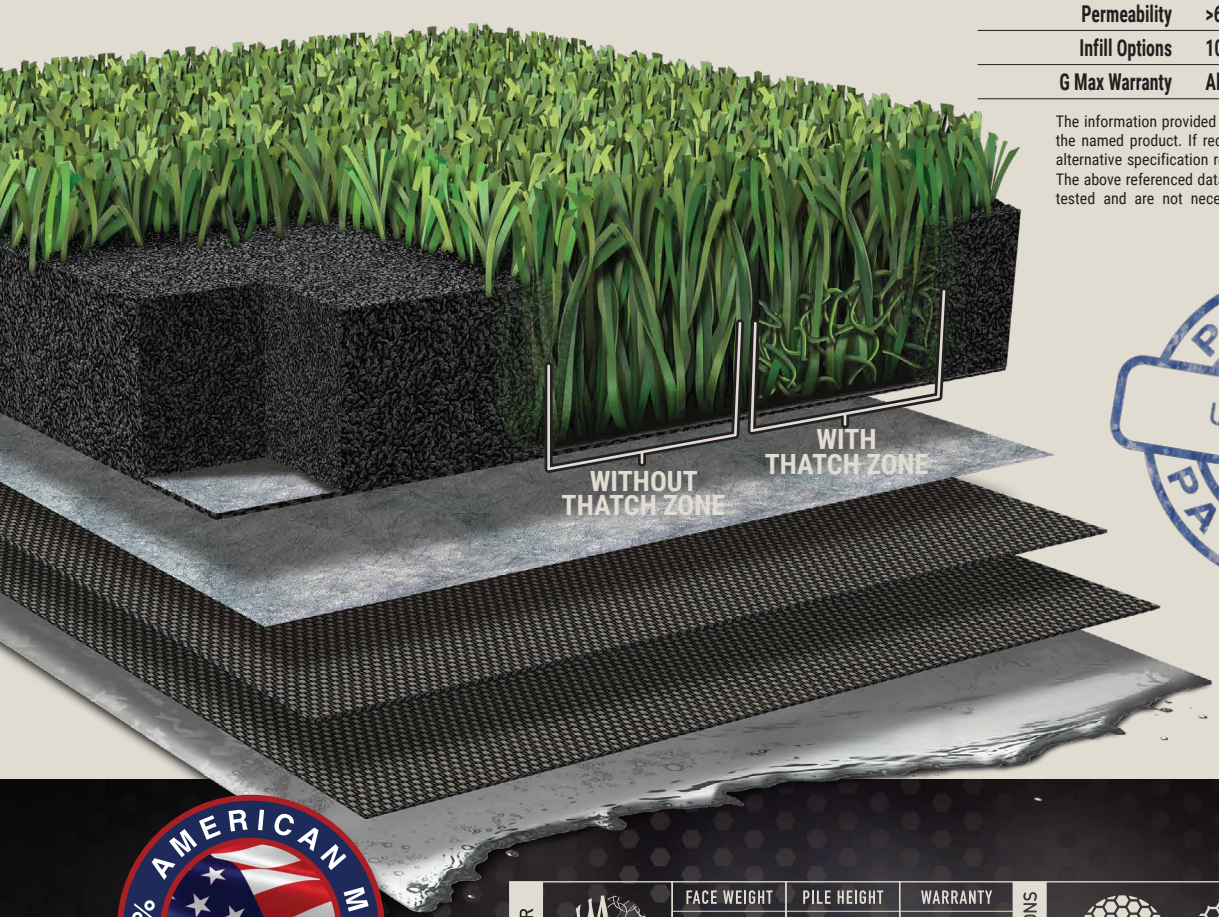
The combination of monofilament and parallel-fibrillated fibers interlock to nearly eliminate infill flyout – a common complaint amongst athletes, coaches, and parents. The available two color configuration provides stunning aesthetics.

Sprinturf DFE Extreme fields feature two unique polymer technologies. State of the art C8 monofilament resins from Dow and Nova are married to a proprietary metallacene slit film resin from Exxon. The combined product featuring the greatest polymer suppliers in the world provide unmatched durability with exceptional resilience, playability, and safety.

Fiber	Fibrillated Parallel Long-Slit / Monofilament
Fiber Supplier	ITS - Sprinturf
Fiber Denier	10,000 / 10,800
Fiber Thickness	120 Microns / 330 Microns
Pile Height	2.25"
Face Weight	52 oz / yd²
Primary Backing	Triple Backing
Primary Backing Weight	8.5 oz / yd²
Primary Backing	Non-Woven/Woven/Woven
Secondary Backing	Polyurethane
Secondary Backing Weight	24 oz / yd²
Total Weight (w/o infill)	84.5 oz / yd²
Tufting Gauge	3/8"
Tuft Bind	>10 lbs/force
Permeability	>60 inches/hour
Infill Options	100% Rubber (Shown) Other options available
G Max Warranty	All Rubber: < 150G's

The information provided above represents the standard characteristics for the named product. If required this product can be manufactured to meet alternative specification requirements within our manufacturing tolerances. The above referenced data and supporting reports apply only to the sample tested and are not necessarily indicative of the qualities of apparently identical or similar products.

UltraBlade DFE Extreme available with or without thatch zone



PATENTED U.S. 5,976,645 PATENTED

PHONE: 843-936-6023
FAX: 843-410-5712
146 FAIRCHILD STREET, SUITE 150
DANIEL ISLAND, SC 29492

100% AMERICAN MADE

0618

FIBER	FACE WEIGHT	PILE HEIGHT	WARRANTY
DUAL-FIBER	52 OUNCES	2.25 INCHES	8 YEARS

INFILL OPTIONS: 100% RUBBER, CHILLFILL, RUBBER & SAND, ORGANIC

LABORATORY TEST REPORT

Report # 81709
Lab Test Number: 3232-5114
Report Date: November 30, 2020

Testing Summary

www.testingservices-usa.com ▪ (706)226-1400
office@testingservices-usa.com

CLIENT:

Company:	Sprinturf
Address:	146 Fairchild Street
	Suite 150
	Daniel Island, SC 29492
Requested By:	Brad Sanford

TEST MATERIAL:

Date Material Received:	November 5, 2020 Turf; November 20, 2020 Fiber
Material Type:	Synthetic Turf
Material Condition:	Excellent, New
Product Name:	DFE 52 oz 2"
Infill System:	70% Rubber Mixed with 30% Sand to 5/8" exposed tuft

TESTING METHODS REQUESTED:

Testing Services Inc. was instructed by the client to test for the following…			
Standard:	ASTM D7138	**Test Method:**	Standard Test Method for Determining Melting Temperature of Synthetic Fibers (Fiber ID)
Standard:	ASTM D1907	**Test Method:**	Standard Test Method for Linear Density of Yarn by the Skein Method
Standard:	ASTM D2256	**Test Method:**	Standard Test Method for Tensile Properties of Yarns by the Single Strand Method
Standard:	ASTM D3218	**Test Method:**	Standard Specification of Polyolefin Monofilaments (Ribbon Thickness & Width)
Standard:	ASTM D5848	**Test Method:**	Standard Test Method for Mass per Unit Area of Pile Yarn Floorcoverings
Standard:	ASTM D5823	**Test Method:**	Standard Test Method for Tuft Height of Pile Yarn Floorcoverings
Standard:	ASTM D5793	**Test Method:**	Standard Test Method for Binding Sites Per Unit Length or Width of Pile Yarn Floorcoverings
Standard:	ASTM D1335	**Test Method:**	Standard Test Method for Tuft Bind Strength of Pile Yarn Floorcoverings
Standard:	ASTM D5034	**Test Method:**	Standard Test Method for Breaking Strength and Elongation of Textile Fabrics
Standard:	ASTM D2859	**Test Method:**	Standard Test Method for Ignition Characteristics of Finished Textile Floor Covering Materials
Standard:	ASTM F1015	**Test Method:**	Standard Test Method for Relative Abrasiveness of Synthetic Turf Playing Surfaces
Standard:	ASTM F1551	**Test Method:**	Standard Test Methods for Comprehensive Characterization of Synthetic Turf Playing Surfaces and Materials: Suffix DIN 18-035, Part 6: Water Permeability of Synthetic Turf Systems and Permeable Bases

SAMPLING PLAN:

Sampling Date:	**11/5/2020, 11/20/2020**

- Specimen sampling is performed in the sampling department at TSI.
- The sampling size of specimens is determined by the test method requirements.
- In the event a specific sampling size is not called for, a determination will be made based on previous testing experience, and approved for use by an authorized manager.
- All samples are subjected to the outside environmental conditions of temperature and relative humidy.
- Sample requiring pre-determined exposure to specified environmental conditions based on a specific test method, take place in the departments in which they are tested

DEVIATION FROM TEST METHODS:

State reason for any Deviation from, Additions to, or Exclusions From Test Method.
None

TEST DATA:

Test Method	Test Description	Test Results – Lab # 5355	Test Results – Lab # 5354
		Slit Film – Ultrablade	Mono - Sports Diamond (x6)
ASTM D7138-16	Fiber ID; Melt Point	Polyethylene 120°C	Polyethylene 121°C
ASTM D1907/D1907M-12(2018)	Yarn Denier	10,071	10,990
ASTM D2256/D2256M-10(2015)	Avg. Yarn Breaking Strength, Elongation	36.04 lbs/force / 43.3%	22.36 lbs/force / 131.5%
ASTM D3218-07(2018)	Average Yarn Filament Width	9,073 microns	1,033 microns
ASTM D3218-07(2018)	Average Yarn Filament Thickness	111 microns	320 microns

Test Method	Test Description	Test Results – Lab # 3232-5113	
ASTM D5848-10e1	Total Product Weight	83.13 oz/yd²	
ASTM D5848-10e1	Pile Yarn Weight	52.03 oz/yd²	
ASTM D5848-10e1	Primary Backing Weight	8.50 oz/yd²	
ASTM D5848-10e1	Secondary Backing Weight	22.60 oz/yd²	
ASTM D5823-19	Average Pile Height	2.0"	
ASTM D5793-18	Stitch Count & Gauge	3.3 Stiches per inch	3/8" Gauge
ASTM D1335-17e1	Average Tuft Bind Strength	13.2 lbs/force	
ASTM D5034-09(2017)	Average Grab Tear-Length, MD	251 lbs/force	
ASTM D5034-09(2017)	Average Grab Tear-Width, CMD	263 lbs/force	
*ASTM D2859-16	Pill Flammability	8 out of 8 Pass	Meets 16CFR 1630 (FF1-70)
*ASTM F1015-03(2017)	Abrasive Index	31	
*ASTM F1551-09(2017), DIN 18-035	Drainage Capacity	128 inches/hr	

**Performance testing completed with above listed infill installed.*

Uncertainty:
We undertake all assignments for our clients on a best effort basis. Our findings and judgments are based on the information to us using the latest test methods available.
TSI can only ensure the test results for the specific items tested.
Unless otherwise noted in the deviations sections of this report, all tests are performed in compliance with stated test method.

NVLAP TESTING 100108-0

Test Report Approval:

Erle Miles, III, Lab Director Testing Services (TSI) LLC

TSi Accreditation: Our laboratory is accredited by the US Dept. of Commerce, National Institute of Standards and Technology: ISO/IEC 17025:2005. Our code # is: NVLAP 100108-0.
TSi is an Organizational Member of ASTM (American Society for Testing and Materials). TSi is a certified independent testing laboratory by the STC (Synthetic Turf Council).

Testing Services (TSI) LLC
817 Showalter Avenue
PO Box 1343
Dalton, GA 30721

OUR LETTERS AND REPORTS APPLY ONLY TO THE SAMPLE TESTED AND ARE NOT NECESSARILY INDICATIVE OF THE QUALITIES OF APPARENTLY IDENTICAL OR SIMILAR PRODUCTS. THESE LETTERS AND REPORTS ARE FOR THE USE ONLY OF THE CLIENT TO WHOM THEY ARE ADDRESSED AND THEIR COMMUNICATION TO ANY OTHERS OR THE USE OF THE NAME TESTING SERVICES, INC. MUST RECEIVE OUR PRIOR WRITTEN APPROVAL. OUR REPORTS, LETTERS, NAME, SEALS, OR INSIGNIA ARE NOT UNDER ANY CIRCUMSTANCES TO BE USED IN ADVERTISING TO THE GENERAL PUBLIC.

Version: Dec. 21, 2017

MAPEI®

Ultrabond® Turf Tape

Premium Turf Seam Tape

DESCRIPTION

Ultrabond Turf Tape is a PET-based, spun-bonded, nonwoven fabric tape designed specifically to work with MAPEI turf adhesives for seaming synthetic turf. *Ultrabond Turf Tape* is waterproof and provides superior tensile strength and tear resistance, which is vital for installations of professional athletic playing fields. It is also perfectly suited as a seaming base for other synthetic turf applications, including installations of residential landscaping, playgrounds and golf courses.

FEATURES AND BENEFITS

- Superior tensile and shear strength
- Perfectly suited for use with MAPEI turf adhesives
- Meets FIFA standards

INDUSTRY STANDARDS AND APPROVALS

- FIFA Joint Strength (EN 12228 and EN 13744): > 25N/100mm

WHERE TO USE

- Interior and exterior synthetic turf installations
- Professional and educational synthetic sports field arenas
- Commercial and residential landscaping applications of synthetic turf

LIMITATIONS

- Install only in areas recommended by the turf manufacturer.

SUITABLE SUBSTRATES

- Properly prepared field base (per the turf manufacturer's specifications for compaction and drainage)
- Underlayment mat (approved by the synthetic turf manufacturer)

SURFACE PREPARATION

- All substrates must be prepared in accordance with the synthetic playing surface manufacturer for the type of intended use and must comply with current regulations and industry standards.
- All substrates must be structurally sound, dry, solid and stable.
- Substrate should be clean and free of dust, dirt, oil, grease, paint, curing agents, concrete sealers, loosely bonded toppings, loose particles, old adhesive residues, and any other substance or condition that may prevent or reduce adhesion.
- All surfaces must be level, even, flat and smooth.

PRODUCT APPLICATION

1. Synthetic turf must be unrolled and acclimated per the manufacturer's written instructions to allow reduction of internal tensions caused by packaging and transport.
2. Place *Ultrabond Turf Tape* at the turf seam line directly on the properly prepared base.
3. Select the proper MAPEI turf adhesive. Refer to the adhesive's Technical Data Sheet for complete installation instructions.
4. Install turf in strict accordance with the turf manufacturer's written instructions.

Note: Weights may be required on turf seams to ensure proper bonding and even thatch heights.

Version: Feb. 14, 2017

MAPEI®

Ultrabond® Turf PU 1K

Premium, Fast-Setting, Urethane Adhesive for Turf Seams

GREEN INNOVATION

DESCRIPTION

Ultrabond Turf PU 1K is a fast-setting, moisture-curing, one-component, urethane adhesive specifically designed for bonding of synthetic turf in high-performance sports installations. Offering excellent weather resistance, *Ultrabond Turf PU 1K* can be used in interior and exterior applications. It meets FIFA requirements for bond strength in sports-turf applications.

FEATURES AND BENEFITS

- Fast setting time
- Excellent handling characteristics and superior green strength
- Available in green. Also available in off-white (5 U.S. gals. or 18,9 L only).
- Exceeds FIFA standards for bond strength

INDUSTRY STANDARDS AND APPROVALS

- Exceeds FIFA Joint Strength (EN 12228 and EN 13744) requirements

WHERE TO USE

- Interior and exterior installations of synthetic turf
- Professional and educational sports fields
- Commercial and residential landscaping applications of synthetic grass

LIMITATIONS

- Install only in areas recommended by the turf manufacturer.
- Use only when the surface temperature is between 41°F and 95°F (5°C and 35°C), and when the ambient relative humidity is between 20% and 80%. When the ambient relative humidity is lower than 20%, longer cure times can be expected.
- Do not use to install nonporous turf backings over nonporous surfaces.

SUITABLE SURFACES

- *Ultrabond Turf Tape* or manufacturer-recommended seaming tape
- Exterior and marine-grade plywood, and pressure-treated lumber
- Other approved wood underlayments (per manufacturer recommendations)
- Concrete
- Cement-based, exterior-rated patching and repair compounds
- Existing cured asphalt pavement in good condition

SURFACE PREPARATION

- All surfaces must be prepared in accordance with the manufacturer of the synthetic playing surface for the type of intended use and must comply with current regulations or standards.
- All surfaces must be structurally sound, dry, solid, stable, even, flat and smooth.
- Surface should be clean and free of dust, dirt, oil, grease, paint, curing agents, concrete sealers, loosely bonded toppings, loose particles, old adhesive residues, and any other substance or condition that may prevent or reduce adhesion.

Product Performance Properties

Laboratory Tests	Results
Polymer type	Polyurethane
Solids content	100%
VOCs (Rule #1168 of California's SCAQMD)	4 g per L
Joint/bond strength	> 25 N per 100 mm
Flash point (Tag)	> 200°F (93°C)

Shelf Life and Product Characteristics (before mixing)

Shelf life	1 year when stored in original, unopened packaging at 73°F (23°C)
Storage conditions	50°F to 90°F (10°C to 32°C)

Protect containers from freezing in transit and storage. Provide for heated storage on site and deliver all materials at least 24 hours before work begins.

Application Properties at 73°F (23°C) and 50% relative humidity

Flash time*	0 minutes
Working time**	30 to 45 minutes
Set time***	45 to 90 minutes

** Flash time is the recommended amount of time for a freshly applied adhesive to remain exposed to the air following application before the installation of a floor covering.*

*** Working time is the maximum amount of time that an adhesive can remain exposed to the air and still effectively bond to the floor covering.*

**** Set time is the window of time when adjustments can still be made to the position of the floor covering without compromising the bond of the adhesive.*

Flash time, working time and set time vary based on temperature, humidity, surface porosity and jobsite conditions. For example, high heat and humidity will reduce working time and set time; low temperatures and humidity will extend working time and set time.

Packaging

Size	Available Colors
Metal tube: 12 U.S. oz. (355 mL)	Green
Plastic cartridge: 29 U.S. oz. (858 mL)	Green
Plastic pail: 1 U.S. gal. (3,79 L)	Green
Plastic pail: 5 U.S. gals. (18,9 L)	Green and off-white

Approximate Coverage†

Usage	Coverage
Full spread	With a 3/16" x 5/32" (4,5 x 4 mm) sawtooth trowel: 32 to 40 sq. ft. per U.S. gal. (0,78 to 0,98 m^2 per L)
Seaming	With a 3/16" x 5/32" (4,5 x 4 mm) sawtooth trowel: 160 to 200 linear ft. per 5 U.S. gals. (1,2 to 1,5 linear m per 18,9 L)
Repair – Cartridge	With a 1/4" (6 mm) bead About 88 linear ft. (26,8 linear m) per 29 U.S. oz. (858 mL) cartridge
Repair – Metal tube	With a 1/4" (6 mm) bead About 35 linear ft. (10,7 linear m) per 12 U.S. oz. (355 mL) metal tube

† Trowel dimensions are depth/width. Coverage shown is for estimating purposes only. Actual jobsite coverage may vary according to surface conditions, type of trowel used and setting practices.

THE SPRINTURF LIMITED WARRANTY

Sprinturf warrants the sand/rubber synthetic grass at the "***JOB NAME***" for a period of ten (10) years from the date of substantial completion or "first use" (whichever comes first) against defects in the materials and workmanship provided including but not limited to, excessive ultraviolet degradation, loss of tensile strength, or excessive fading, as recognized by accepted industry standards. Sprinturf will, at its option, either repair or replace the affected area without charge to the Owner for the duration of the Warranty period. No cash refunds will be made. Sprinturf also warrants that the average G-Max level of its sand/rubber field will not exceed _____ for the duration of the Warranty period. One (1) G-Max test will be completed at Substantial Completion _____. All other tests will be the responsibility of the Owner.

The recommendation for proper maintenance of the sand/rubber field as outlined in our "Maintenance Guidelines" supplied to every customer at time of Substantial Completion shall be considered in determining neglect of the artificial turf and shall be considered an integral part of this Warranty. This Limited Warranty does not cover:

- Damage due to external causes including, but not limited to, the application of chemicals or cleaning agents, abuse, misuse, negligence, vandalism, fire, flood, contamination, windstorm, acts of God, change in water table and improper care.
- Damage resulting from accidents, force majeure, misuse, abuse and neglect or from other than normal and ordinary intended use of the Product.
- Damage resulting from failure to maintain the Product in accordance with the Maintenance Guidelines provided to the Owner. It will be the Owner's responsibility to keep a detailed log of the maintenance provided to the field including; (a) date and time of maintenance, (b) personnel providing the maintenance and (c) the maintenance action taken.
- Any and all perceived or potential problems must be reported to Sprinturf headquarters in writing within 48 hours of the occurrence.
- Damage resulting from materials applied or labor performed, including, but not limited to, repair or attempted repair by anyone other than Sprinturf or an authorized Sprinturf third party serviceperson.
- Use of improper footwear such as long spiked track shoes. Standard plastic molded soccer, lacrosse, football or baseball shoes are recommended.
- Any recommendations by a third party provided to the Owner or its representative without the written approval of Sprinturf, which would alter or change materials or workmanship that were originally supplied or installed by Sprinturf.
- Damage attributable to normal wear and tear, as determined by acceptable standards in the synthetic turf industry.
- Improper design of sub-base or drainage system.

The obligations of Sprinturf under the Warranty are subject to full payment of all monies due Sprinturf for materials and/or labor related to the above referenced project. This Warranty will be voided if any third party, contractor or turf manufacturer other than Sprinturf performs any labor or service on the subject field.

Sprinturf does not warrant recommendations, drawings, specifications, or plans made by Owner or its design professionals, architects, or other representatives. This Warranty is limited to the remedies of repair or replacement, which shall constitute the exclusive remedies available, and all other remedies or recourses that might otherwise be available are hereby waived by the Owner. Sprinturf shall have no other obligations or liability for damages arising out or in connection with the use or performance of the product including, but not limited to, damages for personal injury or economic losses. Sprinturf disclaims liability for incidental and consequential damages for breach of any express or implied warranty, including any implied Warranty of merchantability, with respect to the product.

This Warranty constitutes Sprinturf's entire obligation. Any and all other prior written or oral agreements or drafts of agreements between the parties pertaining to the subject matter of this Warranty are superseded and of no force and effect and may not be used as evidence in interpreting the provisions of this Warranty.

This Warranty is a Supplier's / Manufacturer's warranty. Any surety bond posted by Specialty Surfaces International, Inc. d/b/a Sprinturf and/or Empire Associates, Inc. to Owner/Obligee for the securitization of bid, performance and payment obligation does not guarantee any obligation contemplated in the warranty.

SPRINTURF®

DATE OF SUBSTANTIAL COMPLETION: _____

BY: _____ DATE: _____
BRUCE CHESKIN, C.O.O.

WITNESS: _____ DATE: _____

This Warranty is fully insured by Best Rated A Insurance Company.
Version 5-7-2016

SAMPLE

SPRINTURF®

P: 877-686-8873
F: 843-284-8823
146 Fairchild St, Suite #150
Daniel Island, SC 29492

DATE: 8/12/21

TO: City of Alpharetta
2 Park Plaza
Alpharetta, GA 30009

RE: North Park Turf 2 Replacement (RFP #22-102)
Available Resources

To whom this may concern,

Sprinturf, LLC will provide all available resources required for the North Park Turf 2 Replacement project in Alpharetta, GA. All personnel to be used on this project are in-house employees of Sprinturf. If needed, Sprinturf has several key relationships with local Alpharetta-based subcontractors who specialize in the scope of work specified on this project. Sprinturf owns most of the equipment required for this project and has accounts with the major equipment rental companies in the area to augment our equipment needs if applicable.

We are committed to providing all required resources to deliver the highest quality synthetic turf system possible to the City of Alpharetta for the North Park Turf 2 Replacement project.

Sincerely,

Bruce Cheskin
Executive Vice President
Sprinturf, LLC

ITSSPR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/1/2020

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	CONTACT NAME: Barb Dunn	
Commercial Lines – (800) 868-8834 USI Insurance Services LLC 6100 Fairview Rd Ste 1400 Charlotte, NC 28210	PHONE (A/C, No, Ext): 704-901-8756	FAX (A/C, No): 610.537.1902
	E-MAIL ADDRESS: barb.dunn@usi.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : Interstate Fire and Casualty Co.	22829
INSURED Sprinturf, LLC 146 Fairchild Street, Suite 150 Daniel Island, SC 29492	INSURER B : Amerisure Mutual Insurance Co.	23396
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 15197959 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT / LOC OTHER:			U5L00053420	10/1/2020	10/1/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			CA2115494 Coll Ded $1,000 Comp Ded $1,000 Med Pay $5,000 UI/UM $100,000	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $			U5L00053520	10/1/2020	10/1/2021	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC2115516	10/1/2020	10/1/2021	PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Confirmation of Coverage

CERTIFICATE HOLDER

FOR INFORMATION ONLY
146 Fairchild Street Suite 150
Daniel Island, SC 29492

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Paul B. Bl

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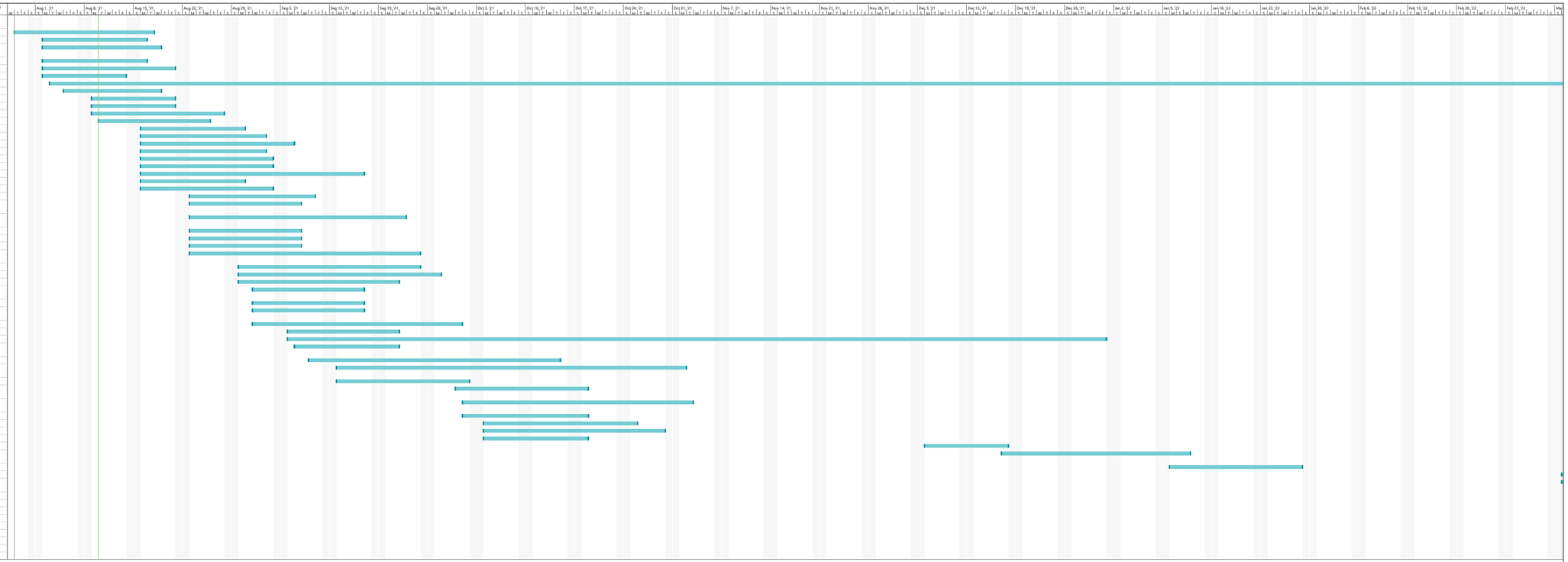
ACORD 25 (2016/03)

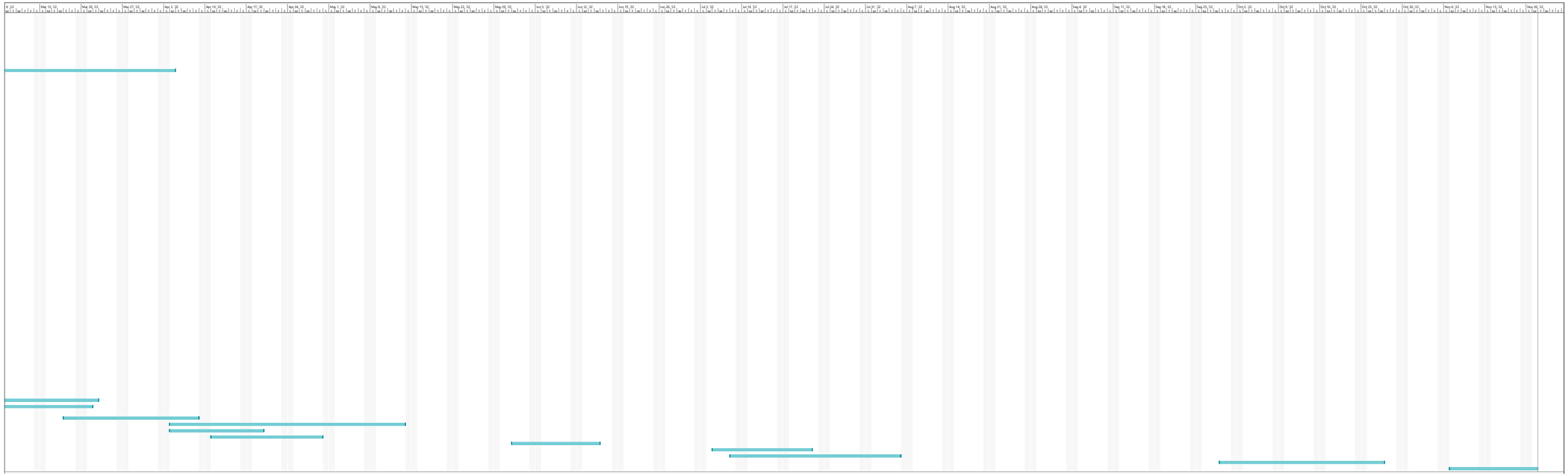
(This certificate replaces certificate# 15197955 issued on 10/1/2020)

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1		**Sprinturf Master Schedule Contracted Projects 2021-2022**					
2		Savannah High School, GA	14 days	Thu 7/29/21	Tue 8/17/21		
3		Camden Athletic Fields, NJ	11 days	Mon 8/2/21	Mon 8/16/21		
4		Cleburne County High School, AL	13 days	Mon 8/2/21	Wed 8/18/21		
5		Prairie High School, IA	11 days	Mon 8/2/21	Mon 8/16/21		
6		Science Hill High School, TN	15 days	Mon 8/2/21	Fri 8/20/21		
7		Xavier High School, IA	10 days	Mon 8/2/21	Fri 8/13/21		
8		Ascension Public Schools, LA	175 days	Tue 8/3/21	Mon 4/4/22		
9		King School, CT	10 days	Thu 8/5/21	Wed 8/18/21		
10		Muscatine High School, IA	10 days	Mon 8/9/21	Fri 8/20/21		
11		Red Lodge High School, MT	10 days	Mon 8/9/21	Fri 8/20/21		
12		South Bend High School, WA	15 days	Mon 8/9/21	Fri 8/27/21		
13		Tinsley Park, LA	12 days	Tue 8/10/21	Wed 8/25/21		
14		Bethel University, MN	11 days	Mon 8/16/21	Mon 8/30/21		
15		Blair Taylor High School, WI	14 days	Mon 8/16/21	Thu 9/2/21		
16		Brooke Mattapan Field, MA	16 days	Mon 8/16/21	Mon 9/6/21		
17		Florida A&M University, FL	14 days	Mon 8/16/21	Thu 9/2/21		
18		Fort Lee, VA	15 days	Mon 8/16/21	Fri 9/3/21		
19		Knoxville High School, IA	15 days	Mon 8/16/21	Fri 9/3/21		
20		Merrimack Soccer Complex, AL	24 days	Mon 8/16/21	Thu 9/16/21		
21		OMM, NY	11 days	Mon 8/16/21	Mon 8/30/21		
22		Pickens High School, SC	15 days	Mon 8/16/21	Fri 9/3/21		
23		Cedar River Park, IA	14 days	Mon 8/23/21	Thu 9/9/21		
24		Cherokee County High School, AL	12 days	Mon 8/23/21	Tue 9/7/21		
25		Chesterfield County (Phase 1), VA	23 days	Mon 8/23/21	Wed 9/22/21		
26		Cowley College, KS	12 days	Mon 8/23/21	Tue 9/7/21		
27		Holy Family University, PA	12 days	Mon 8/23/21	Tue 9/7/21		
28		Old Lyme High School, CT	12 days	Mon 8/23/21	Tue 9/7/21		
29		South Walton Beach High School, FL	25 days	Mon 8/23/21	Fri 9/24/21		
30		AMBUC Baseball Complex, GA	20 days	Mon 8/30/21	Fri 9/24/21		
31		Hammond Park, GA	21 days	Mon 8/30/21	Mon 9/27/21		
32		Holder Field, IN	17 days	Mon 8/30/21	Tue 9/21/21		
33		Council Rock South High School, PA	12 days	Wed 9/1/21	Thu 9/16/21		
34		Fairhaven High School, MA	12 days	Wed 9/1/21	Thu 9/16/21		
35		Governor Thomas Johnson High School, MD	12 days	Wed 9/1/21	Thu 9/16/21		
36		Lincoln High School, WI	22 days	Wed 9/1/21	Thu 9/30/21		
37		Boaz High School, AL	12 days	Mon 9/6/21	Tue 9/21/21		
38		Colorado Sports Park, CO	85 days	Mon 9/6/21	Fri 12/31/21		
39		Alexander Hamilton High School, NY	11 days	Tue 9/7/21	Tue 9/21/21		
40		Midwest City, OK	26 days	Thu 9/9/21	Thu 10/14/21		
41		Hammond Central High School, IN	36 days	Mon 9/13/21	Mon 11/1/21		
42		Riverwalk Field, MA	15 days	Mon 9/13/21	Fri 10/1/21		
43		Oxford-Lafayette Sportsplex, MS	13 days	Thu 9/30/21	Mon 10/18/21		
44		Chesterfield County (Phase 2), VA	23 days	Fri 10/1/21	Tue 11/2/21		
45		Hartman Field, IN	12 days	Fri 10/1/21	Mon 10/18/21		
46		132nd St Park, WA	16 days	Mon 10/4/21	Mon 10/25/21		
47		Heath Springs Soccer, SC	20 days	Mon 10/4/21	Fri 10/29/21		
48		Talladega College, AL	11 days	Mon 10/4/21	Mon 10/18/21		
49		Berwyn Sports Club, PA	10 days	Mon 12/6/21	Fri 12/17/21		
50		Chesterfield County (Phase 3), VA	19 days	Fri 12/17/21	Wed 1/12/22		
51		Lincoln Northwest, NE	15 days	Mon 1/10/22	Fri 1/28/22		
52		Greenwich High School, CT	12 days	Mon 3/7/22	Tue 3/22/22		
53		New Rockland Elementary School, MA	11 days	Mon 3/7/22	Mon 3/21/22		
54		Estill County High School, KY	17 days	Thu 3/17/22	Fri 4/8/22		
55		Palmer College, IA	30 days	Mon 4/4/22	Fri 5/13/22		
56		Richmond Kickers, VA	12 days	Mon 4/4/22	Tue 4/19/22		
57		Issaquah Middle School, WA	15 days	Mon 4/11/22	Fri 4/29/22		
58		Sultan High School, WA	11 days	Wed 6/1/22	Wed 6/15/22		
59		Wilsonville High School, OR	13 days	Tue 7/5/22	Thu 7/21/22		
60		West Ottawa High School, MI	21 days	Fri 7/8/22	Fri 8/5/22		
61		Owatonna High School, MN	20 days	Thu 9/29/22	Wed 10/26/22		
62		Sandy Run Middle School, WA	11 days	Mon 11/7/22	Mon 11/21/22		



Project: Project1
Date: Tue 8/10/21

Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress



Project: Project1
Date: Tue 8/10/21

Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress

City Council Meeting
STAFF REPORT

Submitting Department: Recreation, Parks & Cultural Services
Submitted By: Morgan Rodgers
Sponsored By:
Meeting Date: September 20, 2021

I. AGENDA ITEM TITLE: BUS REPLACEMENT FOR ADULT ACTIVITY CENTER

II. RECOMMENDATION:

Please award the purchase of one 2020 Starcraft Allstar 22' passenger vehicle from Creative Bus Sales Inc. (under the competitively procured HGAC Buy coop contract #BT0-21) in the amount of $64,680.00 and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES
FISCAL IMPACT: YES
INCLUDED IN CURRENT FY CPTL BUDGET: YES
INCLUDED IN CURRENT FY OPRT. BUDGET: NO
TOTAL PROJECT COST: $64,680.00
APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
30161150-542200-C1232	$64,800.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
N/A	$0.00

IV. REPORT IN BRIEF:

Equipment
As set forth in the adopted 2022 Capital Budget, staff recommends the replacement of one 2005 Ford 15-passenger bus that meets replacement criteria for both mileage (154K miles) and age (16 years). Staf proposes the purchase of one 2020 Starcraft Allstar 22' 14-passenger bus under the terms of the HGACBuy contract with Creative Bus Sales Inc. The Starcraft Allstar bus fully meets the department's operational needs and can be delivered within 8-weeks. Other vendors contacted by the department denoted lead times approaching 12-months on some models.

Procurement
This project is being awarded to Creative Bus Sales under the HGACBuy program (cooperative purchasing alliance).

The Houston-Galveston Area Council (HGAC) is the largest of 24 Councils of Government in Texas, and is a political subdivision of the State of Texas. It has been serving local governments for more than 40 years. HGAC's Cooperative Purchasing Program, known as HGACBuy, was established pursuant to Texas Interlocal Cooperation Act . The Act allows local governments and certain non-profits to contract or agree under the terms of the Act to make purchases or provide purchasing services and other administrative functions appropriately established by another government entity. HGAC has established Interlocal Contracts with thousands of End Users throughout Texas and across the United States. Products and services are contracted after having been subjected to either a competitive bid (IFB) or competitive proposal (RFP) process. Contracts are blanket type, usually for a term of two or three years. End Users issue their purchase orders to and pay directly to the HGACBuy Contractor.

Staff obtained pricing on multiple other passenger vehicles with similar options and all were priced in excess of the request contained herein.

With the above stated, staff recommends the purchase of this passenger vehicle from Creative Bus Sales.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Alpharetta P and R HGAC Pricing Worksheet 14 and 0 w rear luggage, 2020 Starcraft Allstar 22 14 and 0 Rear Luggage Dixie

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	BT01-21	Date Prepared:	8/20/2021

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Alpharetta Parks and Rec	Contractor:	Creative Bus Sales, Inc.
Contact Person:	Dixie Pounds	Prepared By:	Andrew Papesh
Phone:	678-297-6142	Phone:	678-221-1545
Fax:		Fax:	
Email:	dpounds@alpharetta.ga.us	Email:	andrewp@creativebussales.com

Product Code:	ZBD	Description:	20' Starlite-12 passenger

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 58,221

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
CB01-002 EXTRUDED ALUM RUNNING BOARD DRIVER	119.68	CB17-081 PASSENGER-RECLINER (Per Person) *not on rear	673.2
CB01-018 STAINLESS STEEL WHELL INSERT, SET OF 4	299.2	CB17-086 PASSENGER-SIDE SLIDER PER DOUBL	638.82
CB01-019 VALVE STEM EXTENDER INNER DUAL REAR	97.24		
CB03-007 DUAL READING LIGHTS (7) IN OVERHEAD LU	261.8		
CB04-001 DELUXE AM/FM/CD 4 SPEAKERS W/MIC INPU	411.4		
CB04-003 PA MODULE TO BE ADDED TO STEREO SYST	216.92		
CB14-003 OVERHEAD LUGGAGE RACK-BOTH SIDES	822.81		
CB14-012 REAR LUGGAGE AREA W/REAR DOOR, FELT	1122.01		
CB17-010 DRIVER-SEAT COVER LEVEL 4 ICE PINSTRI	112.2		
CB17-018 PASSENGER-HIGH BACK DOUBLE SEAT (Star	617.82		
CB17-059 PASSENGER-SEAT COVER LEVEL 4 ICE PINST	1047.2		
CB17-067 PASSENGER-BLACK US ARMREST (7) *Aisle	261.8	**Subtotal B:**	6702.1

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Exterior Passenger Entrance Door Key	75		
Upgrade to 22', 158 WB, 12,500 GVWR, 6.2L Gas	1175	**Subtotal From Additional Sheet(s):**	
		Subtotal C:	1250

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 2%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	66173.1	=	Subtotal D:	66173.1

E. H-GAC Order Processing Charge (Amount Per Current Policy) **Subtotal E:** 600

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
FREIGHT	**1400**	**Stock/Built Unit (2020 Starcraft Model) Discount**	-4473.1
PDI, CLEAN/DETAIL, FUEL	**980**		
		Subtotal F:	-2093.1

Delivery Date: **G. Total Purchase Price (D+E+F):** 64680

HGACBuy THE SMART PURCHASING SOLUTION

COOPERATIVE PURCHASING PROGRAM
Houston-Galveston Area Council of Governments
3555 Timmons, Suite 120, Houston, TX 77027
Phone: 800-926-0234 Fax: 713-993-4548
www.hgacbuy.org

INVITATION TO SUBMIT COMPETITIVE:	☒ **BIDS** ☐ **PROPOSALS**
INVITATION NO.: **BT01-21**	ISSUE DATE: **July 9, 2020**
CATEGORY: **BUSES - SHUTTLE, TRANSIT, TRAMS AND OTHER SPECIALTY BUSES**	

PURPOSE OF THIS INVITATION

The Cooperative Purchasing Program (HGACBuy) of the Houston-Galveston Area Council of Governments is soliciting offerings for the furnishing of products/services as described herein. These products/services may be purchased by any of more than 7,000-member local governments, districts, agencies in 49 states across the nation.

Note: Responses will be accepted by online electronic submissions. Responses are scheduled to be "Opened by HGAC" on the date and time indicated. Go to https://www.hgacbuy.org/bid-notices and click on the corresponding link.

NOTE: Follow the Instructions listed online on the website when submitting your responses or Responses will be deemed as non-compliant.

PROCUREMENT SCHEDULE & DETAILS

DRAFT SPECIFICATION / INVITATION:	May 13, 2020
PRE-BID/PROPOSAL CONFERENCE:	June 10, 2020 at 9:00a.m. CT; H-GAC Clock
FINAL SPECIFICATION / INVITATION:	July 09, 2020
BID/PROPOSAL RESPONSES DUE:	August 11, 2020 at 1:00p.m. CT; H-GAC Clock
PUBLIC RESPONSE OPENING:	August 11, 2020 at 2:00p.m. CT; H-GAC Clock
RECOMMENDATIONS TO BOARD:	November 17, 2020
CONTRACT START DATE & TERM:	January 01, 2021 thru December 31, 2023
The documents comprising this Invitation are available via web download at: **https://www.hgacbuy.org/bids/**	
For assistance regarding this Invitation, please contact: Name: **Jasmine Wilson** Phone: **713-993-4554** E-mail: **Jasmine.Wilson@h-gac.com**	

CONTENTS OF THIS INVITATION

SECTION A - General Terms & Conditions

SECTION B - Product/Service Specific Requirements & Specifications (Final)

SECTION C - **HGACBuy** *FORMS* (Final)

SECTION D - Pro-Forma (Sample) Contract

This procurement conforms to government requirements for Competitive Procurement.

LABELING OF SEALED RESPONSE PACKAGE

IMPORTANT:

Responses will be accepted by online electronic submission only. There will be (2) links provided in the solicitation documents detailing the following:

- **How to submit your bid electronically**
- **Instruction on uploading your bid**

These links can be downloaded from HGACBuy website: https://hgacbuy.org/bid-notices

NOTE: Follow the Instructions listed online on the website when submitting your responses or Responses will be deemed as non-compliant.

SECTION A

GENERAL TERMS & CONDITIONS
FOR BIDS AND PROPOSALS

BT01-21.
BUSES - SHUTTLE, TRANSIT, TRAMS AND OTHER SPECIALTY BUSES:
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1. INTRODUCTION

The Houston-Galveston Area Council (**H-GAC)** is a "Government-to-Government" procurement service for States, State Agencies, Local Governments, Districts, Authorities, and qualifying Not-for-Profit Corporations (**End User**s). End Users become **Members** of the **H-GAC** Cooperative Purchasing Program (**HGACBuy**) by executing an Interlocal Contract, which is free of cost and evergreen unless cancelled. **HGACBuy**, acting on behalf of **Members**, is soliciting competitive offerings for the furnishing of products and/or services, as described elsewhere, which MAY be purchased by **Members** during the contract term. **Members** using the Program issue purchase orders directly to **HGACBuy** contractors.

2. DEFINITIONS, ABBREVIATIONS & ACRONYMS

The following definitions, abbreviations and acronyms may be found in these specifications, and shall be interpreted herein as specified below.

Definitions and Abbreviations:

Acceptance. Acceptance takes place when the **End User** agrees with the **Contractor** that the terms and conditions of the contract have been met and verified. Acceptance is not the same as Receipt, and can only occur after intact shipping, inspection by **End User**, and any onsite testing that has been stipulated as part of the order

Aggregate/Single Occurrence. The term *"aggregate"* in insurance terms is the sum of all claims against a specific policy for a specific loss incident. The term *"single occurrence"* differentiates between multiple claims and single claims against a specific policy. The inherent value of a policy's aggregate value is less important to an **End User** than is the value of a single claim as stated under *"single occurrence."*

Approved. Acceptable to the "authority having jurisdiction."

ARO. "After Receipt of Order". Used in conjunction with a defined time period (usually days or weeks) to establish the delivery or lead time pursuant to any individual purchase transaction. In the case of orders for bodies which will be mounted on a customer furnished cab/chassis, the term ARO shall be construed to mean "After Receipt Of Cab/Chassis".

Authority Having Jurisdiction. The authority shall be either **H-GAC** or the relevant **End User** based on the requirements as stated in each specification item. Unless specifically stated, the authority shall be **H-GAC**.

Bidder. Any entity that submits a competitive bid to this Invitation. (See also "**Offeror**")

Change Order. Request by an **End User** for a change in the composition of an already submitted purchase order, for example to change quantity ordered, add or delete items, etc.

Contract. Specifically, a contract between **H-GAC** and a successful **Offeror** which is executed based on an award made pursuant this Invitation.

Contract Pricing Worksheet. The standard **H-GAC** form to by used by **Contractor** in preparing a quotation to an End User, upon which End User's purchase order will be based. **Contractor** may use another quotation form provided it contains required information, and only if approved by **H-GAC**.

Contractor. The contracted business entity responsible for fulfilling a contract executed pursuant to this Invitation.

Dealer/Distributor. A duly authorized and/or franchised business entity which sells and services a manufacturer's product in a specified marketing area.

Defect. A discontinuity in a part or a failure to function that interferes with the service or reliability for which the part was intended.

Electronic Media. As used herein, means computer based media such as 100mb Zip Disk, CDRom, e-mail, e-mail attachment, file downloaded from the web, etc.

End User. (See "**Participant**" and "**Member**")

Listed. Equipment or materials included in a list published by an organization, acceptable to the "Authority Having Jurisdiction" and concerned with product evaluation, that conducts periodic inspection of production of listed equipment or materials and whose listing states either that the equipment or materials meet appropriate standards or has been tested and found suitable for use in a specified manner. NOTE: The means for identifying listed equipment may vary for each organization concerned with product evaluation, some of which do not recognize equipment as listed unless it is also labeled. The "authority having jurisdiction" should utilize the system employed by the listing organization to identify a listed product.

Manufacturer. The person or persons, company firm, corporation, partnership, or other organization responsible for taking raw materials or components and making a finished product.

May. A term indicating a permissive use or an acceptable alternative to a specified requirement.

Member. An authorized Participant in the Program. (See "**Participant**" and "**End User**")

Motor Vehicle. The meaning of this term shall be based on the legal definition ascribed to it by the laws and/or regulations of the state in which any specific sale made pursuant to a Contract takes place.

Must. A term indicating a mandatory requirement.

Offer or Offering. Any product or service offered in reply to this Invitation.

Offeror. Any entity that submits a competitive bid or proposal in response to this Invitation. Bidder or Proposer.

Participant. Generally, any qualifying governmental or non-profit entity which has executed an Interlocal Contract for cooperative purchasing services with **H-GAC.**

Product Liability Insurance. Failure of Components and/or assembled equipment resulting in personal injury, disability or death and/or property damage is covered under the product liability insurance provisions.

Product or **Product Item.** Any of the specific goods, materials, equipment or service(s) specified in this Invitation. This term encompasses the base line item itself, and any and all accessories, options, modifications, ancillary services, assembly, testing, etc. that may be included in the delivered Product.

Proposer. Any entity that submits a competitive proposal in response to this Invitation. (See also "**Offeror**")

Purchaser. The **End User** having responsibility for the specification, requisition, ordering and acceptance of the Product or Service. (See also "**End User**")

Purchasing Authority. The agency that has sole responsibility and authority for negotiating, placing and, if necessary, modifying any solicitation, purchase order, or other award issued by a governing body [**H-GAC**].

Quotation. See "Contract Pricing Worksheet".

Receipt. Receipt takes place when a Product or Service is delivered to an **End User** and a document is executed that establishes that the Product is now in the possession of the **End User** or that the Service has been completed. Receipt DOES NOT connote or imply Acceptance.

Response. All or part of any offering submitted in response to this Invitation.

Shall. A term indicating a mandatory requirement or action.

Should. A term indicating a recommended or advised response to a specified requirement.

Vendor. A manufacturer's representative or dealer authorized to make sales and supply parts and service.

Acronyms:

ANSI = American **N**ational **S**tandards **I**nstitute

ASTM = **A**merican **S**ociety for **T**esting and **M**aterials

ASME = **A**merican **S**ociety of **M**echanical **E**ngineers

CFR = U.S. **C**ode of **F**ederal **R**egulations

DOJ = U.S. **D**epartment **O**f **J**ustice
DOT = U.S. **D**epartment **O**f **T**ransportation
EPA = U.S. **E**nvironmental **P**rotection **A**gency
FAA = **F**ederal **A**viation **A**dministration
FMVSS = U.S. **F**ederal **M**otor **V**ehicle **S**afety **S**tandards
H-GAC = **H**ouston-**G**alveston **A**rea **C**ouncil of Governments
IEEE = **I**nstitute of **E**lectrical and **E**lectronics **E**ngineers
MVD = **M**otor **V**ehicle **D**ivision of Texas Department of Transportation
NFPA = **N**ational **F**ire **P**rotection **A**ssociation
NHTSA = **N**ational **H**ighway **T**raffic **S**afety **A**dministration
NIOSH = **N**ational **I**nstitute **F**or **O**ccupational **S**afety And **H**ealth
NIST = **N**ational **I**nstitute of **S**tandards and **T**echnology
NTEA = **N**ational **T**ruck **E**quipment **A**ssociation
OSHA = U.S. **O**ccupational **S**afety and **H**ealth **A**dministration
RRC = **R**ail**r**oad **C**ommission of Texas
SAE = **S**ociety of **A**utomotive **E**ngineers
TBPC = **T**exas **B**uilding and **P**rocurement **C**ommission (formerly GSC)
TxDOT = **T**exas **D**epartment **O**f **T**ransportation
UL = **U**nderwriter's **L**aboratories Inc.
VTCS = **V**ernon's **T**exas **C**ivil **S**tatutes

3. NON-BINDING ORAL COMMENTS

No oral comment, utterance or response made by any employee, member, or agent of **H-GAC** or any Member of the Cooperative Purchasing Program shall be considered factual or binding with regard to this Invitation, or any contract awarded as a result of this Invitation. Valid and binding terms, conditions, provisions, changes or clarifications, or requests thereof, shall ONLY be communicated written form.

4. STRUCTURE OF RESPONSE

Depending on the Product or Service, market structures and sales practices can differ substantially. For example, dealers may sell into any market or may be restricted to certain territories, manufacturers may sell direct or may be limited by law to selling thru independent dealerships, etc. **H-GAC**'s objective is to ensure that **End Users**, no matter where located, can buy contracted products/services and receive quality and timely service and support, while at the same time allowing for the most appropriate and effective response to this Invitation. Therefore, responses to this Invitation will be accepted in conformance with the following scenarios and requirements:

A. Single Respondent Acting Alone Or As "Lead" For A Group:

Offeror shall complete and sign a **Form A** and, if contracted, shall be solely responsible for all contractual requirements including administration, processing of purchase orders and handling of payments for transactions which may involve other dealers who actually deliver the products or services.

B. Multiple Respondents Acting Jointly:

A single Response shall be submitted, and each party to the Response shall complete and sign a separate **Form A** to be included in the single Response. If the Response is successful each party shall sign a separate contract with **H-GAC** and shall be responsible for compliance with all terms and conditions. Only those which have executed a written contract with **H-GAC** may process purchase orders and payments.

In any event, Offeror may be a party to one, and only one, response.

5. BASIC REQUIREMENTS & CONDITIONS

a. The final requirements and specifications contained herein may be different, perhaps materially, from those in the "Invitation To Attend Pre-Bid / Pre-Proposal Conference", if any. It is **Offeror**'s sole responsibility to thoroughly examine and review all documentation associated with this Invitation, including any Addendums, and to insure that any response submitted complies in every respect with all requirements.

b. Any Addendum to this Invitation which may be required prior to the Response due date will be delivered to those prospective Offerors of record who have previously obtained a copy of this Invitation from **H-GAC**. Prospective Offerors shall be responsible for obtaining all documents relating to submission of a Response.

c. **Offeror** shall thoroughly examine any drawings, specifications, schedules, instructions and any other documents, supplied as a part of this Invitation, and is solely responsible for understanding and compliance.

d. **H-GAC** shall not be liable for **Offeror's** incomplete documentation, or for any costs associated with preparation and submission of any Response hereto. Additionally, all components of any Response become the property of **H-GAC, and shall be considered to be in the public domain**.

e. **Offeror** shall make all investigations necessary to become thoroughly informed regarding any plan and/or infrastructure that may be required to support delivery of any Product or Service covered by this Invitation. No plea of ignorance by **Offeror** stemming from failure to investigate conditions that may now or hereafter exist, shall be accepted as a basis for varying **H-GAC's** requirements**,** or **Offeror's/Contractor's** obligations or entitlements.

f. Requests for changes to the requirements or specifications herein must be in writing (e-mail, fax, letter) and must be received by **H-GAC** no later than fifteen (15) calendar days prior to the Response Due Date. **H-GAC** will review such requests, but may or may not make changes at its sole discretion. Changes, if any, will only be made by written Addendum sent to addressees of record. In any event, it is **Offeror's** sole responsibility to insure that any and all Addendums which may have been issued have been received and addressed.

g. <u>By submission of a response, **Offeror** expressly understands and agrees that all terms and conditions herein will be part of any subsequent contract that is executed pursuant to this Invitation.</u>

h. **Offeror** is advised that all **H-GAC** contracts are subject to the legal requirements established in any applicable Local, State or Federal statute.

i. **Offeror/Contractor** must be in compliance with all licensing, permitting, registration and other applicable legal or regulatory requirements imposed by any governmental authority having jurisdiction. It is **Offeror/Contractor's** responsibility to insure that this requirement is met, and to supply to **H-GAC** upon request, copies of any license, permit or other documentation bearing on such compliance.

j. Unless otherwise established elsewhere in this Invitation, NO minimum purchase quantities or spending levels are provided or guaranteed by **H-GAC** or any **End User**.

k. This Invitation is not meant to restrict competition, but rather is intended to allow for a wide range of responses.

l. Responses which are 'qualified' with conditional clauses or alterations of or exceptions to any of the terms and conditions in this Invitation may be deemed non-compliant at **H-GAC**'s sole discretion.

m. The term '**Offeror**', or derivative thereof, shall become synonymous with '**Contractor**' for any successful **Offeror** recommended for a contract pursuant to this Invitation.

n. **H-GAC** reserves the right to:

- Reject any and all offers received in response to this Invitation.
- Reject any part of an offer received in response to this Invitation.
- Determine the correct price and/or terminology in the event of any discrepancies in any response.
- Accept a response from, and enter into agreement with, other than the lowest price **Offeror**.
- Accept responses and award contracts to as many or as few **Offeror**s as **H-GAC** may select.
- Amend, waive, modify, or withdraw (in part or in whole) this Invitation, or any requirements herein.
- Hold discussions with **Offeror**s, although award may be made without discussion.
- Request an **Offeror** to give a presentation of the Response at a time and place scheduled by **H-GAC**.
- Exercise any of these rights at any time without liability to any **Offeror**.

o. **H-GAC** reserves the right to determine that conditions exist which prevent the public opening of responses on the date and at the time advertised, and to reschedule the public opening for a future date and time. Responses received by **H-GAC** by the original deadline will be secured unopened until the rescheduled opening date and time, and those having timely submitted such responses will be notified.

6. OFFEROR'S AUTHORIZED SIGNATORY

The signatory shall be authorized to sign and contractually bind **Offeror**, and shall sign any and all Response documentation requiring a signature.

7. SURETY FOR INSURANCE

Contractor shall be responsible for using a surety company properly licensed by any and all states in which Contractor will do business with Participants. The surety company shall not expose itself to any loss on any one risk in an amount exceeding ten percent (10%) of its surplus to policy holders, provided any risk or portion of any risk shall have been reinsured, and such reinsurance shall be deducted in determining the limitation of risk applicable to **H-GAC**'s insurance requirements.

8. CONFIDENTIAL / PROPRIETARY MATERIALS

All documentation submitted as part of **Offeror's** response to this Invitation will be considered to be in the public domain and may be made available to Members and others, after contract award, upon properly submitted request. If **Offeror** submits documents marked "confidential" or "proprietary", the Response may be deemed non-compliant.

9. REFERENCES

a. **Offeror** shall list the names of at least five government agencies within the continental United States which have purchased from **Offeror** products or services similar to those covered by this Invitation, within the last two years. **H-GAC** reserves the right to determine if such products or services are appropriately similar.

b. **Offeror** may provide reference information in whatever format desired, but each should include the following specific information:

- Agency name
- Contact person name
- Address
- Phone & Fax numbers
- Description of product(s) or service(s) and date sold

c. Other information, including criticism however learned, may be used by **H-GAC** in evaluation of responses.

10. INSURANCE

a. Unless otherwise stipulated in Section B, **Offeror/Contractor** must have the following insurance and coverage minimums:

General liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B – Product Specific of this Invitation.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor**'s possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

b. Insurance coverage shall be in effect for the length of any contract made pursuant to this Invitation, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.

c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Offeror/Contractor** as the insured and showing coverage and limits for the insurances listed above.

d. If any Product(s) or Service(s) will be provided by parties other than **Offeror/Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.

e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

11. OFFEROR CERTIFICATIONS

Offeror, by submission of a Response hereto, makes the following certifications under penalty of perjury and possible contract termination if any of these certifications are found to be false.

Non-Collusive Response

a. The prices in the Response have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other **Offeror** or potential competitor.

b. The prices which have been quoted in the Response (unless otherwise required by law), have not been knowingly disclosed by **Offeror** and will not be knowingly disclosed by **Offeror** prior to the public response opening, either directly or indirectly, to any other **Offeror** or competitor.

c. No attempt has been made or will be made by **Offeror** to induce any other person, partnership or corporation to submit or not to submit a response for the purpose of restricting competition.

Non-Biased Specifications

This Invitation contains no requirements considered to be unduly biased in favor of **Offeror** or any other **Offeror**s that may be competing for this procurement.

No Financial Interest or Other Conflict

a. No **H-GAC** officer, employee, Board of Directors member or member of any **H-GAC** board or commission, nor family member of any such person, has a financial interest, direct or indirect, in **Offeror** or in any contract **Offeror** might enter into with **H-GAC**.

b. No economic or employment opportunity, gift, loan, gratuity, special discount, trip, favor or service has been, or will be, offered or given to any officer, employee, Board of Directors member, or member of any **H-GAC** board or commission, nor to any family member of any such person.

Debarment and Suspension Status

a. **Offeror** is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is **Offeror** an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.

b. **Offeror** has not within a three year period preceding this Invitation been convicted of or had a civil suit judgement renedered against **Offeror** for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.

c. **Offeror** is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.

d. Offeror has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

Insurance Coverages

Offeror has and will maintain insurance coverage in accordance with the requirements of this Invitation.

Licensing & Permits

Offeror(s) has (have) all licenses and/or permits, required by any and all governmental entities having jurisdiction, to legally sell the products/services offered.

12. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION

a. To satisfy Texas' statutory requirements [Government Code, Chapter 2161, Subchapter D], **H-GAC** requires all **Offeror**s to supply information in any bid/proposal response listing (1) the total number of subcontracts and (2) the total number of HUB contracts applicable to the Products or Services offered in the response. Local governments often require this information for their own reporting requirements prior to placing orders through the **H-GAC** Cooperative Purchasing Program.

b. **Offeror** must complete **Form B** and include subcontracts with HUB's that provide any materials or services related to sales that may be made thru **H-GAC**'s Cooperative Purchasing Program.

13. NON-RESIDENT RECIPROCAL SALES ACT

As required by Texas Civil Statutes in the award of contracts, an offeror which is not a Texas resident business must determine if its state of residence prohibits award of government contracts to Texas resident offerors without penalty. If **Offeror's** resident state DOES penalize Texas offerors, **Offeror** must provide this information along with a copy of its applicable resident state's statute in the Response.

14. TEXAS MOTOR VEHICLE COMMISSION CODE & LICENSING

Sales of motor vehicles in the State of Texas are subject to the Texas Motor Vehicle Commission Code. If this Invitation includes any motor vehicle to be sold in the State of Texas, **Offeror** certifies by submission of a response hereto that all required Texas Motor Vehicle Commission licenses are in place and current, and that copies of all such licenses **have been submitted with the Response.** Further, it shall be **Contractor**'s responsibility to keep current all required Texas Motor Vehicle Commission licensing during the term of the contract, and to furnish license copies at any time on request by **H-GAC**. If **Contractor** does not maintain current licensing, **H-GAC** reserves the right to immediately terminate the contract.

> **NOTE:** In accordance with the Texas Motor Vehicle Commission Code, contracts for motor vehicles to be sold within the state of Texas may be made **ONLY** with properly licensed Texas Motor Vehicle Dealers. Therefore, to be considered for a contract covering Texas End Users, the Response must include a **Form A** from a licensed Texas Motor Vehicle Dealer

15. INTENT AND SCOPE OF SPECIFICATIONS

a. The intent of the specifications herein is to provide **Offeror** with sufficient information concerning the Products/Services to be contracted such that **Offeror** can prepare and submit an acceptable Response.

b. The specifications may be detailed or general in nature with regard to any particular Product/Service. Where not otherwise specified, details of construction, materials, or the way in which services will be provided, are left to the discretion of the **Offeror**, provided only that any offering shall conform, as a minimum, to best Industry standards and practices and to what is currently being sold in the marketplace.

c. Responses shall be considered only from **Offerors** that have established good reputations in their markets, and who furnish satisfactory evidence of ability to supply the Products/Services specified herein.

d. **Offeror** shall show proof of ability to provide to **End User**s prompt and competent service, including parts if applicable, for all Products/Services covered by this Invitation, by proper completion of a Service Organization Document as described elsewhere herein.

16. REQUIREMENTS APPLICABLE TO PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must, unless otherwise stipulated in Section B:

a. Be new, unused, and not refurbished.

b. Not be a prototype insofar as the general design, operation and performance. This requirement is NOT meant to preclude **Offeror** from offering new models or configurations which incorporate improvements in a current design or add functionality, but which in such new model or configuration may be new to the marketplace.

c. Include any and all accessories which may or may not be specifically mentioned herein, but which are normally furnished or which are necessary to make a delivered Product ready for its intended use. Such accessories shall be assembled, installed and adjusted such that the Product is ready for continuous operation at time of delivery.

d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a particular Product as may be purchased simultaneously by any individual **End User**.

a. Be designed and constructed using current industry accepted engineering and safety practices, and materials.

b. Be available for inspection at any time prior to or after procurement.

17. PRODUCT CODES

Unless otherwise addressed in Section B of this Invitation, the following requirements shall apply:

a. Each Product/Service offered shall be uniquely identified using an **H-GAC** Product Code, which shall be determined as described in Section B of this Invitation. **Offeror** shall offer ONLY ONE Product for any particular Product Code. For example, **Offeror** may wish to submit a bid for Product Code ABC and may have another offering that also meets the requirements for ABC. **Offeror** MAY NOT submit two offerings for ABC. The alternate offering that also meets the requirements for ABC must be offered as an option "upgrade/downgrade" to ABC on **Form E**.

b. Pricing for optional upgrades or downgrades to base bid items should be quoted as an "adder" or "deduct" amount as appropriate, to be applied to the offered price of the base Product Item listed on **Form D**.

c. Base bid items and their associated HGACBuy Product Codes are included in the Section B and/or on **Form D**.

d. Selection of Product Codes for which to submit an offer is at **Offeror**'s sole discretion.

18. SPECIFIC DESCRIPTIVE REFERENCES

Except for Base Product Items listed on **Form D**, any reference to a specific catalog, data sheet, form, brochure, model name or number, etc. used herein to describe an item such as an option or accessory is only descriptive and is not to be considered restrictive unless otherwise noted. Such references are normally used only to indicate a type, general description, level of quality and/or required performance standards.

19. MANUALS

Unless otherwise specified or superceded herein, each Product delivered under an **H-GAC** contract, and if applicable any options thereto, shall be supplied with at least one (1) copy of a safety and operating manual. The cost of any such manuals must be included in the base price for any Product Item offered hereunder. If more detailed and technically orientated parts and maintenance manuals are available for a Product or option, at a cost, they shall be offered as options on the *FORM* designated herein for such options, or elsewhere in the Response as may be directed herein.

20. STANDARD FEATURES & OPTIONS

The following requirements are applicable primarily to physical goods.

Standard Features

a. The stated minimum requirements for all Products listed herein include what **H-GAC** considers to be "standard" features. Even though such features might normally be offered as options rather than as standard, they are nonetheless considered to be standard in this Invitation, and must be included in the base price for any Product offered. Such features **SHOULD NOT** be offered as options except as deducts for their omission from the base Product.

b. If it is unclear in the Response that an **H-GAC** standard feature is included in the base price, it will be assumed that such is the case. If awarded a contract **Offeror** will be expected to sell the Product with all **H-GAC** specified standard features included in the base price.

c. Any feature or accessory normally offered by manufacturer as "standard" shall be considered a standard feature and shall be included in the base price of any offering, even though not specifically listed as a requirement in **H-GAC**'s specifications. Such features **SHOULD NOT** be offered as options except as deducts for their omission from the base Product.

Options - General

a. Options are considered to be any features or accessories, other than **H-GAC**'s and Manufacturer's "standard" features or accessories.

b. Options should be offered on the *FORMS* designated for quoting options. Each option should be listed and described on a separate line, and should include any Manufacturer's/Dealer's code number. If no Manufacturer's/Dealer's code number exists, **Offeror** should create one.

c. Prices for all offered options shall be assumed to include any installation or mounting required to make it a fully functional component of the Product, unless otherwise stated in **Offeror's** response.

Required Options

a. Product specifications in this Invitation may include **H-GAC** "Required Options". If so, **Offeror** must quote a price for ALL such options, and, if there is an **H-GAC** Option Code provided in this Invitation for such options, it MUST be used as part of the description.

b. For any specific "Required Option", **Offeror** may quote an equivalent so long as its design and performance are as good as, or better than, the specified option item. Responses which do not include pricing for Required Options may be considered non-compliant.

Other Options

a. "Suggested" or "Other" options may be listed for any particular Product in this Invitation, and **Offeror** is encouraged to quote pricing for such options. The extent of offered options in any response may be taken into consideration as part of the award criteria, at **H-GAC**'s sole discretion.

b. **Offeror** is encouraged to include options for non-equipment items that may be applicable to a sale, such as: Extended Warranties, Maintenance Agreements, Buy-back or Trade-In Agreements, Out-of-state Delivery Charges, Quantity or Special Discounts, Extended Training Classes, etc.

Published & Unpublished Options

a. H-GAC Cooperative Purchasing Program (Program) contracts are awarded through a public competitive bid or proposal (RFP) process. Further to that process, Program policy considers an 'option' listed and priced in a bid or RFP Response: (1) To be a "**Published Option**"; (2) To be part of any awarded contract; and (3) To be available for purchase by Program members separately and independently from associated base line items. However, since Published Options may have not been subjected to the same scrutiny as the associated base line items, it cannot be concluded they were directly competed. Therefore, pursuant to Local Government Code 252.021(a), purchase of a published option costing more than $50,000 shall not be allowed. Furthermore, **H-GAC** reserves the right at its sole discretion to disallow purchase of any Published Option through the Program if deemed contrary to the intent of the law.

b. Any option that has not been listed and priced in the Response is considered to be an "**Unpublished Option**"**.** Unpublished Options may be sold, but only in connection with the sale of a base Product Item, and only insofar as the total cost of all Unpublished Options remains below twenty five percent (25%) of the total summed cost of the base Product(s) plus any Published Options.

c. No Published or Unpublished Option may be sold which essentially converts a Product such that it competes with a Product Item awarded to another contractor.

21. WARRANTIES, SALES & SERVICE

Unless otherwise addressed in Section B, the following requirements shall apply:

a. Offeror must be a properly franchised dealer authorized to sell and service, including warranty service, all products offered and sold in response to the bid invitation or under any **H-GAC** contract.

b. **Offeror** shall provide detailed Parts and Labor Warranty information with the Response. If **Offeror** submits a warranty with the Response which does not meet the minimum requirements herein, **Offeror** agrees by submission of a Response that such warranty shall be considered to be amended to meet those minimums.

c. Warranties shall be manufacturer's standard and shall be inclusive of any other warranty requirements which may be stipulated elsewhere herein.

d. Any warranties offered by a dealer shall be in addition to the manufacturer's standard warranty, and shall not be a substitute for such. **Offeror**'s base price for any Product shall be inclusive of the standard warranty.

e. Complete warranty information will be supplied to **End User** with each Product sold.

a. Warranties need not apply to normal maintenance service or adjustments, or to any product reasonably shown to have been repaired or altered in any way so as to affect its stability, or to any product which has been subject to misuse, negligence, or accident.

f. **Offeror/Contractor** is encouraged to offer extended warranties as an option.

g. Neither **H-GAC** nor **End User** assume any warranty or liability on **Contractor**'s behalf unless made or assumed in writing, initiated by **Contractor**, and agreed to in writing by **H-GAC** or the **End User** respectively.

h. **Contractor** shall be responsible for the execution and effectiveness of all product warranty, and shall be the sole source for solution to problems arising from warranty claims. **Contractor** agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

22. H-GAC ORDER PROCESSING CHARGE

H-GAC will levy an Order Processing Charge on **Contractor** for each sale done thru the **H-GAC** contract, **with the exception of orders for motor vehicles**. Any bid pricing submitted will be considered to include the Charge. The amount of the applicable charge shall be per the most current **H-GAC** schedule. For motor vehicle orders, the Processing Charge shall be levied on and paid by the **End User**.

23. PRE-PAYMENTS AND DISCOUNTS

a. Progress, pre-payment and special discounts of any kind may be offered and detailed in the Response. Such discounts shall be clearly explained, but shall not be a determining factor in awarding contracts except in the case of tie offerings.

b. Quantity discounts applicable to similar Products sold to one or more **End User** Departments may be offered. Determination as to product similarity shall rest solely with **Contractor**.

c. For specific purchases, any proposed quantity, pre-payment or special discounts shall be clearly shown on the Contract Pricing Worksheet.

24. INSPECTION / TESTING

All Products sold pursuant to this Invitation shall be subject to inspection/testing by or at the direction of **H-GAC** and/or the ordering **End User**, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Invitation, and unless otherwise agreed in advance, the cost of any inspection and/or testing, shall be borne by the **Contractor**.

25. PRODUCT DELIVERY

Unless otherwise addressed in Section B, the following requirements shall apply:

a. Title to goods, and responsibility and liability for loss and/or damage in shipping pass to **End User** at the delivery destination after receipt and acceptance have taken place. Cost of shipping/delivery shall be paid by **End User** unless otherwise agreed to by **Contractor**. If **Contractor** will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination, Freight Prepaid". If **End User** will be paying for shipping/delivery, shipping terms must be “F.O.B. Destination – Freight Collect”.

b. The details for the application and calculation of shipping and delivery charges must be stated in the Response on **Form E**. Any freight, shipping or delivery charged to **End User** will be prepaid and added to the invoice, and will be clearly shown an any Contract Pricing Worksheet or other quote presented to the **End User**.

c. The estimated delivery time after receipt of order (ARO), inclusive of Saturdays, Sundays and holidays, for all Products offered must be stated in the Response. Actual delivery for any particular order must be confirmed with **End User** at time of order placement, and must be stated clearly on the Contract Pricing Worksheet.

d. **Contractor** shall be responsible for delivery and Acceptance according to the requirements of the Contract and the Purchase Order.

e. Contractor shall advise **End User** prior to making any shipment/delivery, and shall make such shipment/delivery in accordance with **End User**'s requirements, providing only that such arrangements do not contravene any requirement of the **H-GAC** contract unless agreed to by **Contractor**.

f. The execution of all required tests, certifications and/or licensing, and costs thereof, shall be the responsibility of **Contractor**. Upon request by **End User** or **H-GAC**, **Contractor** shall provide any documentation or certification related to such tests, certifications or licensing.

26. OFFERED PRODUCT ITEM VARIANCES

Any variance in the specifications or performance of Products offered pursuant to this Invitation shall be acceptable to **H-GAC** only insofar as it MEETS or EXCEEDS the specifications and requirements of this Invitation.

27. REQUIREMENTS FOR SUBMISSION OF A RESPONSE

Unless otherwise addressed in Section B, the following requirements shall apply:

a. Responses shall be submitted in two complete printed sets including an Original and one (1) Copy in separate "hard side" three-ring binders. The outer spine of each binder shall be labeled showing this Invitation No., **Offeror** Name, and either "Original" or "Copy", as applicable. The Original printed response will be

considered to be the binding Response in case of any conflicts between printed copies and electronic copies. Except for required forms, **H-GAC** Invitation documents should not be included in the Response.

b. The Original and the Copy shall be submitted complete, except that the Electronic Media should be submitted only with the Copy.

c. All required **H-GAC** *FORMS* and documents shall be properly completed, without exception or **Offeror**'s Response may be deemed non-compliant. **Offeror** may not modify the format of any **H-GAC** *FORM* in any way. **Offeror** may photocopy or print blank *FORMS* as needed. Information submitted on the printed copies of the *FORMS* may not be handwritten except for signatures and initials. It is **Offeror**'s responsibility to insure that printed *FORMS* are clear and legible. Handwritten and illegible entries may be rejected. **Offeror**'s printed, stamped or typed name shall appear on every *FORM* submitted in the Response.

d. **The entire response submission** shall also be submitted on electronic media, including all required **H-GAC** *FORMS*. **Offeror** is strongly advised to make and work with copies of the original electronic *FORMS*. The originals can then be used to make additional electronic or printed copies of the blank *FORMS*. Signatures are not required on the electronic *FORMS*.

e. The Response shall include ample written evidence, in the form of technical specifications, cut/tear sheets, brochures, pictures, drawings, etc., to demonstrate that all specifications herein have been met and/or exceeded.

f. The Response shall include, in any format desired, an overview of the **Service Organization** which will support Products sold under any **H-GAC** contract. The overview must include facility locations, phone numbers and Service Manager names, as well as the following:

- The procedure to be used by an **End User** requiring repairs.
- Typical turn-around time on repairs.
- Service Department days and hours of operation.
- Number of qualified / factory trained service personnel normally on hand.
- Description of the parts inventory on hand.
- Training services, facilities and personnel available.

g. Responses shall be enclosed in a sealed package(s) addressed to the Houston-Galveston Area Council, Cooperative Purchasing. The following information shall be stated on the exterior of the package(s):

- Name and address of **Offeror**.
- Date and hour of public response opening.
- Bid/Proposal Invitation number.
- The statement: **"SEALED BID/PROPOSAL, DO NOT OPEN IN MAIL ROOM"**.

H-GAC shall not be responsible for any Response not properly labeled.

h. Submission of a COMPLETE Response by telegraphic or electronic transmission is not acceptable. However, Responses may be modified by telegraphic or electronic notice if such notice is received prior to the deadline for submission.

i. Samples, when required, shall be submitted within the time specified and at no expense to **H-GAC**. If not destroyed or consumed during testing, samples will be returned upon request at **Offeror**'s expense.

j. **Offeror** shall provide firm contract pricing for all Products and Options being offered.

k. If applicable, responses shall include copies of all current licensing which may be required by the Texas Motor Vehicle Division for execution of sales pursuant to any contract with **H-GAC**.

l. Due to the complexity of responses and to aid in evaluation, the Response should contain **ALL** required information in tabbed sections as detailed below. Omission of any required *FORM* or information will be sufficient grounds for **H-GAC** to consider your response to be non-compliant.

m. **First Section:**

- **Form(s) A – Offeror Identification & Signatory:** Identifies the offering party(ies), and should be completed by each party to the Response. If awarded, a contract will be executed with each.
- **Form B – Historically Underutilized Business Enterprises:** Used to collect information about disadvantaged and minority suppliers and subcontractors, and to commit **Offeror** to working with Participants toward their program goals.
- **Form C – Response Checklist:** Certification, and also an aid, to insure that all required information has been included in your Response.

- **Form W-9 – Request for Taxpayer Identification Number and Certification**: Should be completed by each party to the response.
- **Form CIQ – Conflict Of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires vendors and consultants contracting or seeking to contract with **H-GAC** to file a Conflict of Interest Questionnaire (CIQ) if they have an employment or other business relationship with an **H-GAC** officer or an officer's close family member. The required questionnaire is located at the Texas Ethics Commission website: http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm. It is Bidder's responsibility to download the form and furnish a completed copy with the Response.
- **Form 1295 – Certificate of Interested Parties** – Must be filled out electronically with the Texas Ethics Commission's online filing application, printed out, signed and provided from each entity that has submitted a Form A for this submission.
- **House Bill HB 89 Verification Form** – completed and signed and provided from each entity that has submitted a Form A for this submission.
- **References,** formatted as described elsewhere herein.
- **Service Organization Document**, formatted as described elsewhere herein.

Second Section:

- **Form D – Offered Items Pricing:** For Bids, contains the list of the Product Items covered by this Invitation. Select the items offered and fill in the price for each. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)
- **Form E – Published Options:** Used to list and price all offered options. List, each on a separate line, all upgrades, downgrades, optional equipment, features, accessories and services which you desire to sell thru the **H-GAC** contract, if awarded. Published catalogs/price sheets may be listed, along with the discount structure that will apply. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)

Third Section:

- Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly list and show all the standard features and capabilities of each Product Item offered on **Form D**.
- Warranty Documentation, as described elsewhere herein, for all items offered.

Fourth Section:

- Copies of any applicable Texas MVD Licenses.
- Electronic Media, containing the complete response including all required *FORMS*, stored in a pouch or an envelope such that it will not fall out of the binder. (Required in 'Copy' only, not in 'Original'.)

n. By submittal of Response, **Offeror** certifies to the best of its knowledge that all information is true and correct.

28. CLARIFICATION TO SPECIFICATIONS & REQUIREMENTS

a. If **Offeror** is in doubt as to the meaning of any item in this Invitation, a written request for clarification may be submitted to **H-GAC** up to fifteen (15) calendar days prior to the deadline for response submission. **H-GAC** shall not be responsible for late delivery. Requests may be transmitted by FAX or e-mail to the assigned Specification Specialist, and should clearly reference this Invitation number and the specific page and paragraph in question. If there are multiple questions, they should be stated separately and numbered.

b. Any interpretation of Invitation documents, if made, will be by written Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person officially on record as having been sent a copy of this Invitation. **H-GAC** will not be responsible for any other explanation or interpretation of the Invitation documents made or given prior to the award of the contract.

c. Any objections to the Invitation documents must be filed in writing with **H-GAC** on or before fifteen (15) calendar days prior to the deadline for submission of responses.

d. Prospective offerors are advised that, after a draft specification has been issued, the Pre-Bid/Proposal Conference is the primary forum through which comments and suggestions may be offered for consideration by **H-GAC** prior to issuance of the final invitation and specifications.

e. All best efforts have been made to insure that the product/service descriptions and associated specification information in Sections B & C are correct, and adequate time has been given to prospective Offerors to point out mistakes. However, if an error remains and is caught by Offeror before the scheduled bid/proposal opening, Offeror shall make note of the required correction in the Response, and shall also notify **H-GAC** prior to the opening of responses.

29. INCONSISTENT INFORMATION

H-GAC review of responses supplied on **H-GAC** *FORMS* is a significant part of the evaluation process. **Offeror** shall state clearly all information required on the *FORMS*. **Offeror**'s information supplied on the *FORMS* shall take precedence in the event any standard "boilerplate" type language included in **Offeror**'s response is inconsistent with the information supplied by **Offeror** on the **H-GAC** *FORMS*. In all cases, information on **H-GAC**'s printed *FORMS* supplied as part of **Offeror**'s response shall take precedence over information supplied on electronic media.

30. REJECTION OF RESPONSES

a. **H-GAC** may reject a response if:
   - **Offeror** misstates or conceals any material fact in the Response, or if,
   - **Offeror** does not strictly conform to law or the requirements of this Invitation.

b. **H-GAC** may reject any and all responses, and may reject any part of a response.

c. **H-GAC, at it's sole discretion,** may also waive any formalities or irregularities in any response, or ask for corrected information except for pricing.

d. **The following occurrences require disqualification of the bid/proposals:**
   - Unsigned or unauthorized signatures on bids/proposals;
   - Bids received after the date and time for opening
   - Bids where prices are conditional on award of another bid or are subject to unlimited escalation

e. **H-GAC** may refuse to award a contract to or enter into a transaction with an apparent low bidder if that bidder is indebted to **H-GAC.**

31. WITHDRAWAL OR MODIFICATION OF RESPONSES

Once received by **H-GAC**, responses may be modified or withdrawn prior to the submission deadline only if the request to do so is in writing submitted by **Offeror's** authorized representative. Responses and requests for modification received after the submission deadline will not be accepted. Requests for response withdrawal received after the submission deadline will be accepted if the request to do so is in writing submitted by **Offeror's** authorized representative.

32. RESPONSE EVALUATION

For Bid Responses:

a. Section B will state whether the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for **H-GAC** and its participants.

b. If the contract will be awarded based on best value, Section B will state any relevant criteria which **H-GAC** will consider.

c. For each offered Product Item, **H-GAC** may use the offered price, prices for Required Options, and the prices of selected common Published Options to determine the lowest responsible offer.

d. Failure of **Offeror** to submit pricing for **frequently purchased** options and any **H-GAC** required options may cause response to be considered non-compliant at **H-GAC**'s sole discretion.

For Proposal Responses:

e. **H-GAC** will evaluate proposals as detailed in Section B.

f. By submission of a Response Offeror indicates acceptance of the evaluation technique, and recognizes and accepts that **H-GAC** may at it's sole discretion make subjective judgments during the evaluation process.

33. ORDER OF PRECEDENCE PRIOR TO CONTRACT AWARD

In the event of conflict between this document and any references or documents cited herein, this document shall take precedence prior to contract award.

34. AWARD OF CONTRACT

a. **H-GAC** reserves the right to accept or reject any Product Item or option offered. Additionally, all options included in Offeror's response and accepted by **H-GAC** are understood to be included in any contract.

b. **H-GAC** shall award contract(s) for line items or groups of line items, at its sole discretion.

c. With authority granted by the **H-GAC** Board of Directors, a written contract shall be presented to the successful **Offeror**(s) and shall be subject to acceptance by the successful **Offeror**(s) within forty-five (45) calendar days after presentation by **H-GAC**. If a contract is not executed within forty-five (45) calendar days, **H-GAC** may rescind the contract offer and award a contract to the next **Offeror** in order of rank as determined by **H-GAC**.

d. Delivery time and prompt payment discounts, including time allowed for payment, may be considered in tie-breaking of offers which are judged by **H-GAC** to be equal in all other criteria.

e. The contract shall include the following documents in the stated order of precedence:

1st The contract document signed by **H-GAC** and **Offeror**.
2nd This Invitation and all specifications referenced herein.
3rd **Offeror**'s response to this Invitation.

35. PRO-FORMA CONTRACT

This Invitation includes a Pro-Forma (sample) Contract which successful offerors will be expected to sign. The actual final contract will be the same or nearly the same as the Pro-Forma. NOTE: Successful Offerors MAY NOT process any purchase orders until the contract documents have been executed and returned to **H-GAC**.

36. CONTRACT TERM

The contract shall be in effect throughout the period stated elsewhere in the contract documents, and thereafter until such time as any outstanding orders against the contract have been fulfilled. The contract may be extended if deemed by **H-GAC** to be in the best interests of the Program, and subject to mutual agreement of the parties.

37. PERFORMANCE & PAYMENT BOND

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **Contractor** must be prepared to offer a PPB to cover any specific order if so requested by **End User**. **Contractor** shall quote a price to **End User** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **End User's** purchase order.

38. CHANGE ORDERS

End Users shall have the right to make additions by addenda for the purpose of clarification or inclusion of additional specifications, qualifications, conditions, etc. Any such addenda shall be made in writing and agreed upon by **Contractor** and the **End User** agency prior to issuance of any Change Order. A copy of any such Change Order shall be furnished by **Contractor** to **H-GAC**.

39. DUPLICATION OF TERMS OR STATEMENTS

Where statements or terms are duplicated or are extremely similar, **H-GAC** and the **End User** reserve the right to use the statement or term most favorable to **H-GAC** and/or the **End User**.

40. PUBLICITY

H-GAC encourages contractors to "market" the Program, and can provide some information and artwork to be used in published promotional materials. However, any publicity or published material released by **Contractor** referencing the contract, whether in the form of a press release, brochure, photographic coverage, or verbal announcement, shall be issued only with prior review and approval by **H-GAC**.

41. TAXES

HGAC and **End User** participants are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. **Offeror** shall not include any such taxes in the Response. Further, it shall be the responsibility of **Contractor** to determine the applicability of any taxes to a particular order and act accordingly. Exemption certificates will be provided upon request.

42. DRUG FREE WORKPLACE

Contractor shall provide notice to its employees and sub-contractors, as required under the Drug-Free Workplace Act of 1988. A copy of **Contractor's** Drug-Free Workplace policy shall, on request, be furnished to any **End User**.

43. PRODUCT NOTICES & MAILINGS

H-GAC is NOT the owner of Products sold pursuant to this Invitation, but acts only in the capacity of purchasing agent. In that regard, **Contractor** accepts sole responsibility for insuring that notices and mailings, such as Safety Alerts, Safety Recall Notices and Customer Surveys, are sent directly to the **End User** of record.

44. HANDLING OF ORDERS & PAYMENTS

In general, orders and payments will be handled as described below. More specific instructions and information regarding handling of purchase orders and the Order Processing Charge may be provided after contract award. Established procedures may be changed at any time by **H-GAC** as may be dictated by efficient business practice. The particulars of any sale, e.g. specific products, pricing, delivery, warranty, etc., will be in strict accordance with the terms and conditions of this Invitation and the specific contract awarded to **Contractor**. Beyond that:

a. For any particular procurement to be made under the provisions of an **H-GAC** contract, **End User** and **Contractor** will discuss requirements and agree as to what will be provided.

b. **Contractor** will prepare a Contract Pricing Worksheet and provide it to **End User**. The Worksheet will list everything being purchased including the base bid item(s), all published and unpublished options and the delivery date. All pricing shall be per the current contract.

c. **End User** will send a purchase document to **Contractor**, which **Contractor** will send **H-GAC** together with the Contract Pricing Worksheet. **NOTE: Contractor** agrees not to offer, agree to or accept from End User any terms or conditions that conflict with or contravene those in **Contractor**'s **H-GAC** contract, except for pricing discounts.

d. **H-GAC** will prepare an "Order Confirmation" and send it to **End User** and to **Contractor**. The Order Confirmation verifies that **Contractor** has a valid **H-GAC** contract and that the order is in compliance with the requirements of the **H-GAC** Cooperative Purchasing Program. **Contractor** will not ship any goods before receipt of both **End User**'s purchase document and **H-GAC**'s Order Confirmation.

e. On notification that **Contractor** has received an order, **H-GAC** will invoice **Contractor** for the applicable Order Processing Charge. **NOTE:** The Order Processing Charge is charged to **Contractor**, **EXCEPT in the case of motor vehicles**. For all sales of motor vehicles the Order Processing Charge is levied on the **End User**, collected by **Contractor**, and remitted to **H-GAC** by Contractor.

f. **Contractor** will deliver products/services ordered, and will invoice **End User** for products/services accepted by **End User**. (See other Sub-Section herein dealing with Product Delivery.) **Contractor** will not invoice before shipment has been made.

g. **End User** will pay **Contractor** for those products and/or services ordered which have been received and accepted. Under no circumstances shall any check be made payable to a representative or agent. Should a representative or agent submit an invoice to **End User** for any cost related to a purchase order issued to **Contractor** for products/services covered by an **H-GAC** contract, such invoice shall be forwarded to **Contractor** and **Contractor** will take action to correct the error.

h. Upon delivery of any product/service by **Contractor** and acceptance by **End User**, **Contractor** shall remit to **H-GAC** the full amount of the applicable Order Processing Charge in accordance with the payment terms established in the **H-GAC** contract. Note, the Order Processing Charge is due whether or not **Contractor** has ever received an invoice from **H-GAC**. Sales executed based on the particulars of **Contractor**'s **H-GAC** contract, without payment of the Order Processing Charge, may constitute fraud.

45. PRICE CHANGES

a. Any permanent increase or decrease in offered pricing for a base contract item or published option is considered to be a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.

b. Except in the case of contracted published catalogs and price sheets, prices for Base Bid Items and Published Options are expected to be held firm for a minimum of 90 days from the date an awarded Offeror signs the H-GAC contract. Thereafter, changes will be considered if accompanied by justifying documentation satisfactory to H-GAC. For published catalogs and price sheets which are on an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet may be submitted whenever the manufacturer publishes the new document. Any such request must include the new catalog or price sheet.

c. If **Contractor** routinely offers discounted contract pricing, **H-GAC** may request **Contractor** to accept amended contract pricing equivalent to the routinely discounted pricing.

d. No price change will be allowed unless it has been reviewed and approved by **H-GAC** in writing. **Contractor** must have received **H-GAC's** written approval of any change prior to charging the new price or using it in any quotation prepared for an End User.

e. Price change requests must be submitted to **H-GAC** in writing and must be received by **H-GAC** at least thirty (30) calendar days prior to the requested effective date of the change, and must state the time period for which the requested pricing will remain firm.

f. Price change requests shall include **H-GAC Forms D** and **E**, or whatever documentation was used to submit pricing in the original Response hereto, showing all affected items with current contract price, requested price, and percentage change shown clearly for each. This documentation should be submitted in MSExcel format to facilitate analysis and updating of the website.

g. Price change requests **MUST** be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) showing that **Contractor's** actual costs have increased. The Producer Price Index (PPI) may be used as partial justification, subject to approval by **H-GAC**, but no price increase based solely on an increase in the PPI will be allowed.

h. All Products shall, at time of sale, be equipped as may be required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to such government requirements which cause a manufacturer's costs of production to increase, **Contractor** may increase Product pricing to the extent of **Contractor's** actual cost increase. The increase must be substantiated with support documentation acceptable to **H-GAC** prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale shall be the responsibility of the **End-User**.

i. In cases involving contract extensions exceeding sixty-one (61) days beyond the stated expiration date of the contract, **Contractor** may request a price change based on the same conditions as stated above. However the thirty (30) day prior notice is waived and **H-GAC** will consider the request immediately on receipt.

j. H-GAC reserves the right to accept or reject any price change request. Acceptance, if granted, will be in writing and the approved changes will become part of the contract.

46. CONTRACT ITEM CHANGES

a. If a manufacturer discontinues a contracted item, that item will automatically be considered to be deleted from the contract with no penalty to Contractor. However, **H-GAC** may at it's sole discretion elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End User**s, at its sole discretion.

b. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise **H-GAC** of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. Otherwise **H-GAC** may allow or reject the change, or take any other action deemed by **H-GAC** to be in the best interests of **End User**s, at its sole discretion. If the change is rejected there will be no penalty to Contractor.

c. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor shall advise **H-GAC** of the details. **H-GAC** may allow or reject the change at its sole discretion. If the change is rejected there will be no penalty to Contractor. However, **H-GAC** may elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End User**s, at its sole discretion.

d. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing shall be automatically incorporated into the contract. However, **Contractor** must still provide thirty (30) calendar days written notice and an explanation of the changes to products and pricing. **H-GAC** will respond with written approval.

47. FORCE MAJEURE

If either party shall be wholly or partially prevented from the performance of any contractual obligation or duty by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident., order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of Force Majeure shall rest solely with **H-GAC**..

48. PERFORMANCE UNDER CONTRACT

H-GAC is committed to insuring that **Contractor** provides effective and efficient service to all Participants in the Cooperative Purchasing Program, and expects that certain Performance Conditions must be met. Failure to meet these conditions may result in contract termination. In that regard, **Contractor shall:**

a. Appoint a dedicated representative to be the contact person and focal point for all matters relating to End User quotations and orders. The representative shall have: A toll free phone number with voice mail; A fax number; A working e-mail address; and A postal address.

b. Insure that the representative timely monitors all communication modes listed above, and promptly responds to communications from **End User**s and **H-GAC** in any of these modes. Phone calls will be promptly returned, in any event not later than the next business day. Acceptable failure will be due only to Force Majeure.

c. Maintain sufficient qualified staff to promptly process all communications from **H-GAC** or **End User**s, and to efficiently, effectively and accurately service all requirements of the contract.

d. As may be requested by **H-GAC**, replace any staff members who are not providing the service and expertise deemed necessary by **H-GAC** for acceptable support of **End Users**.

e. Properly prepare and provide to **End User** a Contract Pricing Worksheet, or a quotation in other format as approved by **H-GAC**, for each and every order that is to be executed.

f. Furnish, on request of **H-GAC**, reasonable data, forms and graphic material to be used in brochures or other print media, or on **H-GAC**'s website.

g. Allow access to **H-GAC** authorized personnel for inspection of operating facilities, and auditing of purchase orders during the contract period, and for a period extending thru the completion of any outstanding orders. Site inspection may be arranged not less than ten (10) calendar days prior, shall include the names of all participants, and shall be at no expense to **Contractor**.

h. **Reporting Requirements:**
   - **Contractor** agrees to submit written quarterly reports to **H-GAC** detailing all transactions during the previous three month period. Such reports shall include, but are not limited to the following:
   - **End User** name
   - Product/Service purchased, including Product Code if applicable
   - End User Purchase Order Number
   - Purchase Order Date
   - Product/Service dollar amount
   - **HGACBuy** Order Processing Charge amount
   - Reports must be provided to **H-GAC** in MSExcel or other acceptable electronic format, and are due by the 30th day of the month following the applicable quarter being reported.

i. Should **Contractor** default in providing Products or Services as required by this Invitation and the contract, recourse may be exercised thru cancellation of the contract and other legal remedies as may be appropriate.

49. CONTRACTOR ORIENTATION/TRAINING

H-GAC believes that **Contractor's** familiarity with the operational policies and requirements of the Cooperative Purchasing Program is a key factor in achieving **End User** satisfaction. In that regard, the Contact Person listed on **Form A**, or an alternate, shall be required to participate in an **H-GAC** vendor orientation/training as soon as

possible after contract award. In addition, any other of Contractor's staff who will be involved in any way with the HGACBuy Program should participate in orientation. The orientation may be presented as a teleconference or webinar, or may be held in **H-GAC**'s offices as may be determined by **H-GAC** and Contractor to be the most efficient and effective form of delivery.

50. LEGAL & CONTRACTUAL REMEDIES

RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS

Procedure

Any actual or prospective **Offeror** or **Contractor** who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement. In order for an above mentioned party to enter the grievance process, a written complaint must be sent to the Chief Operations Officer (COO) of **H-GAC** by certified mail which identifies the following:

1. Name, mailing address and business phone number of the complainant.
2. Appropriate identification of the procurement being questioned.
3. A precise statement of reasons for the protest.
4. Supporting exhibits evidence or documents to substantiate any claims.

The grievance must be based on an alleged violation of **H-GAC**'s Procurement Procedures, a violation of State or Federal law (if applicable), or a violation of applicable grant or contract agreements to which **H-GAC** is a party. Failure to receive a procurement award from **H-GAC** in and of itself does not constitute valid grievance. Upon receipt of grievance, the Chief Operations Officer will initiate the informal resolution process.

Expedited Resolution

The Procurement Officer or Departmental Director responsible for the solicitation shall contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working days from date of complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to the Chief Operations Officer of the resolution with specifics on each point addressed in the original complaint.

If the Procurement Officer or Departmental Director is not successful in resolving the allegations, the complaint along with the comments will be forwarded to the Chief Operations Officer immediately. The Chief Operations Officer will review all documentation. All interested parties will be given written notice of the date, time, and place of the hearing and an opportunity to present evidence. A written decision will be issued within five (5) working days after the hearing along with notice of appeal rights.

Appeals

The complainant may appeal the Chief Operations Officer's decision by submitting a written appeal, within five (5) working days, to the Executive Director of **H-GAC**. The Executive Director, upon receipt of a written notice of appeal, shall contact the complainant and schedule a hearing within ten (10) working days. The Executive Director of **H-GAC** has the option of appointing a Hearing Officer to preside over the hearing. If appointed, the Hearing Officer shall conduct a hearing and forward a summary and recommended resolution to the Executive Director.

The decision reached by the Executive Director or his designee shall be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days.

The **Contractor** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a Court of competent jurisdiction.

RESOLUTION OF CONTRACT DISPUTES

Upon breach or default, **H-GAC** shall give the **Contractor** written notice of default. If the default is not remedied, within a reasonable specified time from date of notification, to the satisfaction and approval of **H-GAC**, default will be declared.

Upon breach of contract or default, **H-GAC** may exercise any and all of its rights afforded by law, including but not limited to those referenced in the General Contract Provisions.

SOLICITATIONS OR AWARDS IN VIOLATION OF THE LAW

Contracts awarded in violation of the competitive process or otherwise in violation of the law are voidable by **H-GAC**.

51. NATIONWIDE SALES OPPORTUNITIES

HGACBuy provides purchasing services to local governments qualifying non-profits throughout the nation, and desires to make established contracts available to them wherever and whenever practicable. Therefore, once a contract is awarded, **Contractor** is expected to expand the scope of its marketing effort to include sales to **End User**s in all areas of the United States, and/or to assign any **H-GAC** contract to another contractor(s) as deemed appropriate by **H-GAC** in the interest of its End Users.

- **Contractor** may sell through **HGACBuy** anywhere subject to compliance with applicable laws and regulations. If the market structure in which **Contractor** operates requires a contract assignment for any particular sale, **H-GAC** will expect **Contractor** to assign the contract to a Manufacturer or to another Dealer(s). Such assignment must be approved by **H-GAC**.
- **Contractor**'s differential costs (e.g. transportation & delivery charges) and allowances (e.g. manufacturer's sales incentives) related to any sale may be charged to buyer.

End of Section A General Terms And Conditions

SECTION B – PRODUCT SPECIFIC REQUIREMENTS

For

BUSES - SHUTTLE, TRANSIT, TRAMS AND OTHER SPECIALTY BUSES

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1. SCOPE

The **Houston-Galveston Area Council of Governments (H-GAC)** is currently soliciting Competitive Bids for **Buses - Shuttle, Transit, Trams and Other Specialty Buses** for the current model year (2020) on behalf of our Cooperative Purchasing Program (**HGACBuy**) members. The Program currently makes available over 37 blanket type contracts, covering products and services in 9 categories, to over 7,000 local government participants (**End Users**) and non-profit organizations. Any local government may participate in the Program so long as their state has "Inter-local cooperation authority" or other joint power provisions which will allow participation in cooperative activities.

The purpose of this solicitation is to provide qualified governmental entities, political subdivisions and non-profit organizations the ability to purchase Buses – Shuttle, Transit, Trams and Other Specialty Buses and other related equipment in an efficient, cost effective and competitive procurement method. **H-GAC** will select successful **Bidder(s)** based on criteria set forth in Section B – Product Specific Requirements and Section A – General Terms & Conditions. This Invitation outlines the minimum design and performance standards, serving only as a starting point upon which **HGACBuy** Participants can build their final desired Buses – Shuttle, Transit, Trams and Other Specialty Buses (through options, add-ons or deducts). **A comprehensive catalog or listing of components or services, related to this bid invitation, shall be priced and included on Form E, and shall also be provided in an electronic format.** Discounts, if applicable, shall be clearly shown for ease of evaluation and clarity to **End Users**. The **Bidder(s)** must have the ability to effectively sell and service all **HGACBuy** Participants nationwide.

A decision, regarding whether or not to market services outside the State of Texas, may influence or have a bearing on **HGACBuy's** evaluation of responses and any subsequent contract(s).

The **Bidder(s)** shall demonstrate in the Bid Response how sales, service, training and support will be provided and achieved nationwide. All sales offices and support centers should be identified, including the number and type of employees at each site. The **Bidder(s)** is also encouraged to review the Section on "Nationwide Sales Opportunities" in Section A, Sub-section 51 on page 20 of 20 and offer strategies on conducting **H-GAC** sales nationwide. For the purposes of this bid, there will not be any bid bonds or any other bond requirements.

H-GAC's expectation is to receive qualified bids and subsequently to establish blanket contracts for a comprehensive range of Buses – Shuttle, Transit, Trams & Other Specialty Buses and equipment to offer Participants in our Cooperative Purchasing Program. In that regard, **Bidder(s) are expected to provide a complete offering of their available products and equipment for routine general acquisitions and for possible installation of stated equipment and to include any services, training or maintenance.**

Successful **Bidder(s)** who are awarded contracts pursuant to this Invitation will be able to sell awarded base Product Items, as well as quoted upgrades, downgrades, options, accessories and parts to any **H-GAC End User**, during the term of the contract. **Bidder(s)** shall supply ample evidence (in the form of technical specifications, brochures, etc.) to demonstrate that the **H-GAC** specifications have been met and/or exceeded.

This contract is designed to cover a two 2-year (24 month) period, starting approximately January 1, 2021. However, the parties may agree to one or more 1-year extensions of the contract not to exceed in the aggregate three years.

For the purposes of this bid, awards will be based upon the lowest responsible **Bidder(s)** for each line item. Also, the only Price Change process that is acceptable is that found in Section A, Sub-section 45 on page 17 of 20. Automatic changes or escalators based solely on a PPI code will not be considered.

The purpose of these specifications is to provide minimum requirements for all types of vehicles described herein. Wheelchair lift space provisions are not a requirement for each vehicle described, but when required the vehicle must adhere to all the current Federal and State regulations and guidelines. These regulations and guidelines must also be followed concerning the adult passengers as well as the drivers. Safety for all passengers must be of the utmost importance. The body lengths, wheelbase, and seating capacity shall be the minimum meeting the requirements for each Type and seat/passenger range bid on. All body, floor and roof joints must be tightly sealed to eliminate drafts and water leaks. Units furnished to these specifications shall meet or exceed all requirements herein. Used, shopworn, and prototype vehicles are not acceptable.

All of the equipment furnished with the vehicles shall be completely installed and all adjustments shall be made that are required to prepare the vehicle and its equipment for immediate and continuous operation upon delivery. Any equipment that is delivered which fails to meet specifications will be replaced or brought up to specification at no additional expense to the **End User**. All equipment must comply with all Federal and State regulations in effect on the date of manufacture that govern the construction of and relating to mass transportation bus equipment.

Standard and common features, some related to safety and others to driver and passenger convenience, which are generally provided in a transit vehicle without customer stipulation are considered part of the minimum requirements. These features include but are not limited to adjustable instrument lights, interior sun visor, exterior backup lamps, variable speed windshield wipers, windshield washers, windshield defroster, coolant recovery system, etc. Standard and other common features if not specifically stated shall not be interpreted as items that can be omitted to reduce price or to provide any other bidding advantage.

Competitive Pricing: By submission of a response, **Bidder(s)** certifies that offered pricing is as good as or better than pricing offered to local government customers thru any other program under normal circumstances. If such is not the case, **Bidder(s)** shall explain how offered pricing differs from "best" pricing, and by how much.

2. EVALUATION AND BID AWARDS

Bids will be evaluated by **H-GAC** staff in compliance with stated requirements. Contracts will be awarded to the **"lowest responsive responsible Bidder(s) providing best value"** for each base line item offered. A minimum threshold score of 70 points will be required before a contract may be offered.

PRICING –An analysis of Bidder's submitted bid price will be conducted for each base line item using **Form D and Form E**.
Bidders with the lowest total price for each line item will receive a maximum score of 75 points.

PAST PERFORMANCE – An evaluation will be conducted of the Bidder's previous contract performance as an HGACBuy contractor based on the performance measured listed below. Maximum score is 25 points.

PERFORMANCE MEASURES
Timely response to request for information and/or requests for pricing quotes (Sec A, 48b)
Accurate preparation of Contract Pricing Worksheet(s) (Sec A, 48e)
Timely delivery of products or services (as quoted at time of order placement) (Sec A, 25c)
Quality of products/services (Sec A, 25d, 44f)
Timely and accurate submission of Contractor's Activity Report (Sec A, 48h)
Timely and accurate payment of applicable order processing charge(s) (Sec A, 44g, 44h)

Evaluation Criteria Scoring Table	Maximum Points
PRICE	75
PERFORMANCE MEASURES	25
TOTAL	**100**

3. FTA - ARTICLES & CERTIFICATIONS:

Any **Bidder(s)** quoting "Buy America" buses shall fully comply with all current rules and regulations of the U.S. Department of Transportation Federal Transit Administration, as exemplified in **'Exhibit A'** hereto, "Federal Articles and Certifications", found at the end of this Section B. **Bidder(s) must include a completed copy of 'Exhibit A' with the Response, with all Certifications thereto bearing original signature of Bidder(s) signatory.** **Bidder(s)** also agrees to comply with any requirements a purchaser may have relative to any specific procurement and purchaser's compliance obligation pursuant to FTA Circular C 4220.1F.

NOTE: The Articles & Certification Form found at the end of this section should be attached to your bid document as an electronic copy and should also be included in an electronic copy as well. This should be put under a separate tab and labeled as such.

NOTE: An additional designation shall be inserted on **Form D** after each Product Code selection using a 'N' for NO or a 'Y' for YES as to whether or not the line item meets or exceeds the "Buy America" designation or not. For any sales of "Buy America" buses made pursuant to a contract award based on this Invitation, **Bidder(s)** must provide the same Certifications, with original signatures, to **End User**.

NOTE: Each purchase using Federal funds must adhere to the FTA Standard Bus Procurement guidelines 1.1.6.8 Certificate of Compliance with Bus Testing Requirements. The procurement must comply with 49 U.S.C. § 5323 © and the FTA's implementation of regulation 49 CFR Part 665. That Form must be filled out, signed, dated and given to the **End User** upon delivery of the vehicle. **[A copy of this form must be submitted with the bid].**

4. ORDER PROCESSING CHARGE:

As described in Section A, Sub-sections 22 & 44 for motor vehicle orders, an Order Processing charge will be levied on the **End User** for each purchase order placed. The Order Processing Charge, a flat $600 per purchase order, will be collected by **Contractor** and paid to **H-GAC**. The Order Processing Charge must also be shown by **Contractor** on any price quotation provided by **Contractor** to **End User**.

5. ORDERING INFORMATION:

- Base Vehicle: Each base vehicle has been assigned an **H-GAC** Product Code number. **Contractor** shall show the **H-GAC** Product Code number for each vehicle required on the **HGACBuy** Contract Pricing Worksheet/Quote. If an **End User** needs a vehicle that differs from the base vehicle, detailed specifications for the vehicle must be shown on the **H-GAC** Contract Pricing Worksheet/Quote. All manufacturer model numbers and codes must be included to identify the change made from the base vehicle.
- Options for Specified Equipment: All OEM Options must be shown on the **H-GAC** Contract Pricing Worksheet/Quote along with the OEM Option code.
- Non-Published Options: Any options not listed on the Priced Options List **Form E** shall be considered *Non-Published Options* and subject to the 25% change order limit.

6. PROCUREMENT PROCESS:

The procurement process operates as follows:

- On request of **End User**, **Contractor** shall provide a written quote based on **End User** specification and **Contractors H-GAC** contract products and or services offerings and pricings. **End User** shall have the right to accept or reject the quote and/or to request changes to the quote for re-evaluation.
- **Contractor** shall prepare an **HGACBuy** Contract Pricing Worksheet Sheet and provide this to **End User**. **Contractor** shall be allowed and is encouraged to provide special discount pricing for large orders or at **Contractors** discretion. In any event, the transaction shall still be considered as falling under the umbrella of the **H-GAC** contract. When **Contractor** and **End User** agrees, the **End User** sends a purchase order for the products or services to **Contractor**.
- **Contractor** shall send copy of PO and **HGACBuy** Contract Pricing Worksheet to **H-GAC** Procurement Specialist, via email or fax, for contract compliance check.
- For each purchase order received, **H-GAC** will prepare an "**HGACBuy** Order Confirmation" and transmits it to both **End User** and **Contractor**. The Order Confirmation verifies that **Contractor** has a valid **H-GAC** contract that was awarded through a competitive procurement process and that pricing and product(s) are in contract compliance.
- **Contractor** delivers the ordered product(s).
- **Contractor** shall promptly remit the Order Processing Charge to **H-GAC.**
- In the interest of **End User** satisfaction and efficient use of resources, **H-GAC** desires to maintain contracts only with active **Contractors** providing satisfactory products and services to Members. In that regard, contracts may be monitored and subsequently terminated or allowed to expire without renewal if, in **H-GAC's** opinion, activity is insufficient to warrant continuation.

7. OPTIONS, PARTS & ACCESSORIES:

As part of any response hereto, **Bidder(s)** is expected to supply a complete listing (i.e. catalog) of other models of Buses – Shuttle, Transit, Trams & Other Specialty Buses and or other related equipment, model upgrades, model downgrades, options, replacement parts and accessories with bid prices. The listing may be provided on **H-GAC Form E**, or in the format of a Manufactures Published Catalog with pricing. Discounts, if applicable, must also be clearly indicated on the **Form E**, for ease of evaluation and clarity to **End Users**. **Failure to submit a price listing of options, parts and accessories may result in Bidder(s) bid being considered non-compliant.**

8. REGISTRATION:

Successful **Bidder(s)** shall provide necessary documents to enable the purchaser to register the vehicle in the State of Texas or in the state in which the vehicle is to be placed and/or registered. Necessary fees and state taxes will be paid by the purchaser; **do not include such fees and taxes in bid price.**

9. BASIC EQUIPMENT CATEGORIES/GUIDELINES & DESCRIPTION:

This bid invitation is divided into twenty-four (24) basic equipment categories or guidelines for ease of evaluation as well as for bidding propose. When submitting a bid, the **Bidder(s)** may choose to give a response to any of the categories listed or all those listed. If selecting more than one Category, the **Bidder(s)** must clearly designate which Category they are referencing. No additional weighted value will be given to a **Bidder(s)** who responds to more than one or to all categories listed. These are guidelines only.

A	Type 1 – Raised Roof Van; 7 ambulatory passenger seats w/1-wheelchair space
B	Type 2 - Shuttle Bus; 8 ambulatory passenger seats w/1-wheelchair space
C	Type 3 - Shuttle Bus; 12 ambulatory passenger seats w/2-wheelchair space
D	Type 3- HD - Shuttle Bus; 20 ambulatory passenger seats w/2-wheelchair space
E	Type 7 – Low Floor Minivan; 3 ambulatory passenger seats w/1-wheelchair space
F	Type 8 – Paratransit Vehicle; Purpose Built, 3 ambulatory passenger seats w/1-wheelchair space
G	Type 11 - Shuttle Bus; 17 ambulatory passenger seats w/2-wheelchair spaces built on a cutaway chassis
H	Type 12 – Shuttle Bus; 17 ambulatory passengers seats w/2-wheelchair spaces, built on a rail chassis
I	Type 14-HD - Trolley Bus; minimum 19 ambulatory passenger seats w/2-wheelchair spaces, engine in front
J	Type 14-LD - Trolley Bus; minimum 17 ambulatory passenger seats w/2-wheelchair spaces engine in rear
K	Type 15 - (L) - Transit Bus; "Low Floor", 30-35 ambulatory passenger seats w/2-wheelchair spaces
L	Type 15 - (H) - Transit Bus; "High Floor", minimum 20 ambulatory passenger seats w/2-wheelchair spaces
M	Type 16 - (L) - Transit Bus; "Low Floor", minimum 20 ambulatory passengers w/2-wheelchair spaces
N	Type 16 - (H) - Transit Bus; "High Floor", 20 ambulatory passengers w/2-wheelchair spaces
O	Type 16 – (DD) – Transit Bus; "Low Floor", Double-Decker w/2-wheelchair spaces
P	Type 17 - (L) - Hybrid (parallel) -Transit Bus: "Low Floor", 20-25 ambulatory passengers w/2-WC spaces
Q	Type 18 - (L) – Hybrid (parallel) – Transit Bus: "Low Floor" 35+ ambulatory passengers w/2-WC spaces
R	Type 18 – (DD) – Hybrid (parallel) – Transit Bus: Double-Decker "Low Floor", w/2-wheelchair spaces
S	Type 19 – (L) – Hybrid (serial) – Transit Bus: "Low Floor", 20-40 ambulatory passenger – Gas, Diesel, CNG, Hydrogen, etc.
T	Type 21 – (L) – Battery – Transit Bus: "Low Floor", 20-40 ambulatory passenger, electric/battery
U	Type 22 – (L) – Transit Bus; "Low Floor", minimum 19 ambulatory passengers w/2-wheelchair spaces
V	Type 23 – (L) – Transit Bus; "Low floor" 20-25 ambulatory passengers w/2-wheelchair spaces
W	Type 25 – Trams
X	Type 26 – Over-the-Road Coach and Security Transport Vehicles – 40'- 45' semi-monocoque construction
Z	Type 27 – Specialty Manufactured, Ambulance, Evacuation, Mass Casualty Incident, Rehab, Community/Public Health, Medical Surge, Clinic, Command, Communication or All-Hazards and Response Bus, up to 24-stretchered, 32-ambulatory, 10 wheelchair, 6 isolettes, and 6 attendants

A. TYPE - 1: A 4-Year or 100,000 mile raised roof van with wheelchair lift, a minimum capacity of seven (7) ambulatory passengers, a minimum of one (1) wheelchair space (to include single passenger flip seat over the wheelchair space), built on either a GM, Ford, or comparable chassis; GVWR – minimum 9,500 lbs.; Fuel Cap. – 30 gallons; Transmission – Automatic, 5-speed.

B. TYPE - 2: A 4-Year or 100,000 mile cut-away chassis, narrow body, a minimum capacity of eight (8) ambulatory passengers, a minimum of one (1) wheelchair space (to include single passenger flip seat over the wheelchair space), built on a Ford, GM, or comparable chassis; GVWR – minimum 12,000 lbs.; Fuel Cap. – 35 gallons; Transmission – Automatic, 5-speed.

C. TYPE - 3: A 5-Year or 150,000 mile cut-away chassis, wide body, radiused sidewall or straight wall constructed bus with a wheelchair lift, a minimum capacity of twelve (12) ambulatory passengers, a minimum two (2) wheelchair spaces (to include single passenger flip seat over each wheelchair space), built on a Ford, GM, or comparable chassis; GVWR – minimum 12,300 lbs.; Fuel Cap. – 33 gallons; Transmission – Automatic, 5-speed or 6-speed.

D. TYPE – 3-HD: A 5-Year or 150,000 mile cab and chassis bus with a wheelchair lift, a minimum capacity of twenty (20) ambulatory passengers, a minimum of two (2) wheelchair spaces (to include single passenger flip seat

over each wheelchair space), built on a Freightliner, International, or comparable chassis; GVWR – minimum 19,000 lbs.; Fuel Cap. – minimum 40 gallons; Transmission – Automatic, 5-speed.

E. TYPE - 7: A 4-Year or 100,000 mile low-floor mini-van bus with a ramp, a minimum capacity of three (3) ambulatory passengers with 1-wheelchair space, built on a Ford, Dodge, or Chevy/GM or comparable chassis; GVWR – minimum 6,000 lbs.; Fuel Cap. – 20 gallons; Transmission – Automatic, 5-speed.

F. TYPE – 8: A 4-Year or 100,000 mile low-floor, purpose built, paratransit vehicle with ramp, minimum capacity of three (3) ambulatory passengers and a minimum of one (1) wheelchair space (to include single passenger flip seat over the wheelchair space); GVWR – minimum 6,600 lbs.; Transmission 4-speed automatic with overdrive.

G. TYPE - 11: A 7-Year or 200,000 mile medium duty transit bus with a wheelchair lift, a minimum capacity of seventeen (17) ambulatory passengers, a minimum of two (2) wheelchair spaces (to include single passenger flip seat over each wheelchair space) build on a cutaway chassis); GVWR – minimum 19,000 lbs.; Fuel Cap. – minimum 40 gallons; Transmission – Automatic, 5-speed.

H. TYPE – 12: A 7-Year or 200,000 mile medium duty transit bus with a wheelchair lift, a minimum capacity of seventeen (17) ambulatory passengers, a minimum of two (2) wheelchair spaces (to include single passenger flip seat over each wheelchair space) built on a rail chassis; GVWR – minimum 19,000 lbs.; Fuel Cap. – 40 gallons; Transmission – Automatic, 5-speed.

I. TYPE -14-HD: A 10-Year or 350,000-mile full size classic looking Trolley Bus with wheelchair lift, a minimum capacity of nineteen (19) ambulatory passengers and a minimum of two (2) wheelchair spaces (to include single/double passenger flip seats). Front engine, diesel powered; GVWR - minimum 19,000 lbs.

J. TYPE -14-LD: A 7-Year or 200,000-mile full size classic looking Trolley Bus with wheelchair lift, a minimum capacity of seventeen (17) ambulatory passengers and a minimum of two (2) wheelchair spaces (to include single/double passenger flip seats). Rear engine, diesel powered.

K. TYPE 15 (L): A 10-Year or 350,000 mile **LOW** FLOOR, 35 to 42 feet long, diesel powered Transit Bus with wheelchair ramp, a minimum capacity of thirty (30) to thirty five (35) ambulatory passengers, and a minimum of two (2) wheelchair spaces (to include a single passenger flip seat over each wheelchair space) built on a commercial rail frame.

L. TYPE 15 (H): A 10-Year or 350,000 mile **HIGH** FLOOR, 29 to 42 feet long, diesel powered Transit Bus with a wheel chair lift, a minimum capacity of twenty (20) ambulatory passengers, and a minimum of two (2) wheelchair spaces (to include a single passenger flip seat over each wheelchair space) built on a rear engine, frame rail chassis.

M. TYPE 16 (L): A 12-Year or 500,000 mile **LOW** FLOOR, 25 to 42 feet long, diesel powered Transit Bus, with a wheelchair ramp, minimum capacity of twenty (20) ambulatory passengers and a minimum of two (2) wheelchair spaces (to include a single passenger flip seat over each wheelchair space).

N. TYPE 16 (H): A 12-Year or 500,000 mile **HIGH** FLOOR, 29 to 42 feet long, diesel powered Transit Bus, with a wheelchair lift, minimum capacity of twenty (20) ambulatory passengers and a minimum of two (2) wheelchair spaces (to include a single passenger flip seat over each wheelchair space) built on a rear-engine, frame rail chassis.

O. TYPE 16 (DD): A 12-Year or 500,000 mile **LOW** FLOOR, Double-Decker 36 to 42 feet long, diesel powered Transit Bus with a wheelchair ramp, minimum of two (2) wheelchair spaces (to include a single passenger flip seat over each wheelchair space) built on a rear-engine, frame rail chassis.

P. TYPE 17 (L): HYBRID (parallel). A 12-Year or 500,000 mile **LOW** FLOOR, 25 to 40 feet long, HYBRID powered Transit Bus, with a wheelchair ramp, minimum capacity of twenty (20) to twenty five (25) ambulatory

passengers and a minimum of two (2) wheelchair spaces (to include a single passenger flip seat over each wheelchair space). Alternative (ICE) can be gas, diesel, cng, etc.

Q. TYPE 18 (L): HYBRID (parallel). A 12-Year or 500,000-mile **LOW** FLOOR, 40 and longer, HYBRID powered Transit Bus, with a wheelchair lift, minimum capacity of thirty-five (35) ambulatory passengers and a minimum of two (2) wheelchair spaces (to include a single passenger flip seat over each wheelchair space). Alternative (ICE) can be; gas, diesel, cng, etc.

R. TYPE 18 (DD): HYBRID (parallel). A 12-Year or 500,000-mile **LOW** FLOOR, Double-Decker 36 to 42 feet long, diesel powered Transit Bus with a wheelchair lift, minimum of two (2) wheelchair spaces (to include a single passenger flip seat over each wheelchair space) built on a rear-engine, frame rail chassis.

S. TYPE 19 (L): HYBRID (serial). A 12-Year or 500,000-mile **LOW** FLOOR, 30 to 40-foot-long HYBRID powered Transit Bus, 20 - 40 ambulatory passengers and a minimum of two (2) wheelchair spaces (to include a single passenger flip seat over each wheelchair space). Alternative (ICE) can be Gas, Diesel, CNG, Hydrogen, etc.

T. TYPE 20 (L): BATTERY BUS. A 12-Year or 500,000-mile **LOW** FLOOR, 25 to 35-foot-long Battery powered Transit Bus, with twenty (20) to forty (40) ambulatory passengers, electric w/Lithium Titinate batteries.

U. TYPE 22 (L): A 10-YEAR or 350,000 mile **LOW** FLOOR, 30 to 35 foot long diesel powered transit bus with wheelchair ramp, a minimum capacity of nineteen (19) ambulatory passengers, and a minimum of two (2) wheelchair spaces (to include a single passenger flip seat over each wheelchair space) built on a commercial low floor rail frame, 23,500 GVW minimum.

V. TYPE 23 (L): A 7-YEAR or 150,000-mile **LOW** FLOOR, one step passenger boarding on a cutaway chassis, with fourteen (14) to eighteen (18) ambulatory passengers and a minimum of two (2) wheelchair spaces. Fuel choices are Gas, Diesel, CNG or comparable (ICE), 14,200 GVWR.

W. TYPE 25 (L): Trams, custom built power car chassis, low floor, and one step passenger boarding with 4-wheel self-tracking steering. Trams can be powered by gasoline, propane, diesel, CNG and electric motors or engines.

X. TYPE 26: A 12-Year or 500,000 mile Over-the-Road Coach and Security Transport Vehicle, 40' to 45' long, semi-monocoque construction, with high floor, underfloor baggage bays, forward facing seating, 43 to 57 passengers with optional wheelchair lift and two (2)-wheelchair positions (to include passenger flip seats over each wheelchair space. Available in Diesel, Hybrid or CNG. GVWR - 46,000 to 52,000 lbs,

Z. TYPE 27: A 12-year or 500,000 mile Specialty Manufactured, Ambulance, Evacuation, MCI/REHAB/Evacuation, Medical Surge, REHAB, Command, Communication, Command/Communication, Clinical, Mobile Immunization, Community/Public Health, or All-Hazards and Response Bus equipped with basic and advanced life support and supporting up to 24-stretchered, 32-ambulatory, 10 wheelchair, 6 isolettes, and 6 attendants.

10. PRODUCT CODES:

For the purposes of this Invitation and any subsequent contract, ALL Base Product Items to be offered are identified by a **three (3) character Product Code** as determined from the Product Code Tables below. The **first** character designates the manufacturer (see below) the **second** character designates the primary equipment category (shown above), and the **third** designates the specific manufacturer model. **Bidder(s)** shall determine which specific line items to bid and shall quote a price on the appropriate line on **Form D**. **{Due to the increased number of manufacturers and equipment listings, the manufacturer and the model listing may have a two character (letter) rather than a one character (letter). The Product Code, in most cases, is shown in an alphabetical sequence for ease of identification purposes only.}** Upgrades or downgrades to different base bid models shall be bid as options on **Form E**, with pricing equal to the differential amount between the base Product Item bid price on **Form D** and the optional model cost.

No changes/alterations/modifications to Form D Product Codes or descriptions will be accepted on the Final Bid documents. Changes/alterations/modifications made to Form D Product Codes or descriptions will result in the bid item(s) being deemed non-responsive.

	Manufacturer
A	A & G Mercury
B	Alexander Dennis
C	ARBOC Specialty Vehicles
D	Blue Bird
E	Braun
F	Champion Bus, Inc.
G	Chance Morgan
H	Coach & Equipment
I	Collins Bus
J	Diamond Coach
K	Double K, Inc.
L	ElDorado
M	El Dorado National-CA
N	Elkhart Coach
O	Freedom Motors
P	Gillig Corp.
Q	Glaval Bus
R	Goshen Coach
S	IC Bus, LLC
T	MCI
U	Mid Bus, Inc.
V	New Flyer
W	NOVA Bus Corp.
X	Proterra, LLC
Y	Specialty Vehicles
Z	StarCraft Bus
AA	StarTrans Bus
BB	Trams International
CC	Tug Technologies
DD	Turtle Top
FF	Driverge
GG	CAIO
HH	BYD Motors, Inc.
II	Berkshire Coach
JJ	Lonestar HCV, LLC
KK	Metro Worldwide, LLC
LL	FR Conversions
MM	Mobility Trans
PP	Collins Bus
QQ	REV MOBILITY, Inc.
RR	GreenPower Bus
SS	Revability REV GROUP
TT	Thomas Built Buses
UU	New England Wheels
VV	Master's Specialty Vehicles, LLC
WW	Nor-Cal Vans
XX	Micro Bird Commercial
YY	Fenton Mobility Products
ZZ	KSIR

AAA	Forest River Vans
BBB	Phoenix Motorcars
CCC	Optimal, Inc.

Note: The vehicles covered by this specification have been **pre-listed** on **Form D** for bid purposes.

11. MANUFACTURER OPTIONS

Bidders are required to furnish a complete price list of Manufacturer Published Options or Manufacturer Catalog of all OEM Options on **Form E**. If attaching a Manufacture Published Catalog, Offeror must include the discount percentage being offered off the Manufacturer Suggested Retail Price. **Catalogs listed without an offered discount percentage will not be accepted. 0% discounts will not be accepted.** The discount percentage being offered off the catalogs Manufacturer Suggested Retail Price, at time of bid submittal, must remain constant throughout the term of the contract period.

12. ESTIMATED QUANTITIES:

An estimated quantity, of between 1 to 200 buses for this bid, is based on past performance and should not be considered actual pass-through quantities to be purchased through **HGACBuy** Cooperative Purchasing Program.

13. SPECIFICATIONS AND STANDARDS:

Equipment offered for sale pursuant to any **H-GAC** contract shall comply with all applicable requirements of the ***most recent version*** of following documents and publications:

AMERICAN SOCIETY FOR TESTING AND MATERIALS, 1916 Race Street, Philadelphia, Pennsylvania 19103: **ASTM A 606** - Standard Specification for Steel Sheet and Strip, Hot-Rolled and Cold-Rolled, High Strength, Low-Alloy, with Improved Corrosion Resistance.

NATIONAL TRUCK EQUIPMENT ASSOCIATION, 25900 Greenfield Rd. #410, Oak Park, MI: NTEA - Hydraulic Conversion Hoist Classification Charts

SOCIETY OF AUTOMOTIVE ENGINEERS (SAE), 400 Commonwealth Drive, Warrendale, PA. 15096:

a. SAE J377 - Standard for Performance of Vehicle Traffic Horns.
b. SAE J544b - Recommended Practice for Starting Motor and Generator Curves.
c. SAE J551/12 - Vehicle Electromagnetic/Interference (EMI/RF).

EXHAUST EMISSION STANDARDS - Automobiles and trucks furnished to this specification shall meet the applicable requirements of the Environmental Protection Agency's **Exhaust Emission Standards** (40 CFR 85) as issued under authority of the **Clean Air Act**, as amended (42 USC 1857).**65.2**

SUPERINTENDENT OF DOCUMENTS, U.S. Government Printing Office, Washington, D.C. 20402:

a. CFR, Title 40, Part 85 - Control of Air Pollution from New Motor Vehicles and New Motor Vehicle Engines, Environmental Protection Agency.
b. DOT, Title 49, Part 393 - Liquid Fuel Systems of Commercial Motor Vehicles, Certification of Fuel Tank.

FEDERAL MOTOR VEHICLE SAFETY STANDARDS (Public Law 89-563):

a. FMVSS No. 108 - Lamps, Reflective Devices, and Associated Equipment.
b. FMVSS No. 210 - Seat Belt assemblies for Passenger Cars, Multipurpose Passenger Vehicles, Trucks, and Buses (where applicable).
c. FMVSS No. 210 - Seat Belt Assembly Anchorages - Passenger Cars, Multipurpose Passenger Vehicles, Trucks, and Buses (where applicable).
d. FMVSS No. 301 **-** Fuel System Integrity.

FEDERAL STANDARDS:

a. No. 595A – Colors No. TT-C-520B - Coating Compound, Bituminous, Solvent Type, Underbody for Motor Vehicles. To include all latest updates and revisions.
b. CID A-A-59295, dated 9/9/1998, Corrosion Preventive Compounds, covering solvent dispersed compounds for spray, brush or dip applications. (Undercoating).
c. United States Occupational Safety and Health Administration (OSHA) - Construction Safety and Health Regulations Section 1926.601 - Motor Vehicles.

AMERICANS WITH DISABILITIES ACT (ADA)

NOTE: This section is required by law for any public transportation equipment.

a. New buses, to be considered accessible by regulations issued by the U. S. Department of Transportation in 49 CFR parts 37, shall comply with the applicable provisions of this subpart.
b. If portions of the vehicle are modified in a way that affects or could affect accessibility, each such portion shall comply, to the extent practicable, with the applicable provisions of this subpart. This provision does not require that inaccessible buses be retrofitted with lifts, ramps or other boarding devices.

STATE OF TEXAS - GENERAL SERVICES COMMISSION, Specifications Section, P.O. Box 13047, Austin TX 78711:

a. **No. 055-20-01** Specification for Gasoline to Compressed Natural Gas Conversion Systems.
b. **No. 055-20-02** Specification for Gasoline to Liquefied Petroleum Gas Conversion Systems.
c. **No. 070-AT-2007/2008 Section A** 2007/2008 Model Automobiles and Trucks.

TEXAS DEPARTMENT OF TRANSPORTATION, MOTOR VEHICLE BOARD Administration, Licensing, and Enforcement, 125 East 11th Street, Austin, Texas 78701-2483

RAILROAD COMMISSION OF TEXAS, Liquefied Petroleum Gas Division, P.O. Box 12967, Austin TX 78711-2967:

a. **Regulations for Compressed Natural Gas** (November 1990)
b. **Safety Rules-Liquefied Petroleum Gas Division** (November 1990)

14. QUALITY AND WORKMANSHIP:

- Product/service design shall embody the latest approved product/service engineering practices and in compliance with all requirements.
- Workmanship shall be of the highest quality possible in its respective field. Special consideration shall be given to the following points: (1) Accessibility of various components which require periodic maintenance operations; (2) Ease of operation and driving if applicable.
- Construction shall be based on providing product/service which will serve for an expected 4-year minimum life with safety factors as specified in the specifications.
- Weldments shall not be employed in the assembly of the Product/service in a manner which will prevent ready removal of any component part for service and/or repair.
- All exposed sharp metal edges shall be filed/sanded to prevent possible injury to personnel operating the product/service. All Product/service delivered under an **H-GAC** contract may be subject to inspection to ensure compliance with this paragraph.

15. ALL STANDARD AND COMMOM FEATURES:

- Each vehicle identified on the **Form D** shall be considered to have all standard and common features. Each vehicle identified on the **Form D** shall have back-up product literature, cut/sheets or another form of product brochure that indicates or describes exactly what all the common or standard features are for each Base Item Product. These brochures shall be under a separate TAB and shall be identified as to Product Code. Some features will be related to safety and others to driver and for passenger convenience, which are generally provided in a transit vehicle without customer stipulation. Those features include but are not limited to; adjustable instrument lights, interior sun visors, exterior backup lamps, two-speed windshield wipers, windshield washers, windshield defroster, coolant recovery system, etc. Standard and other common features if not specifically stated shall not be interpreted as items that can be omitted to reduce price or to provide any other bidding advantage.

- Certification of ISO 9001:2000 Compliance: The manufacturer of the buses shall have a proven, third-party certified quality control system in place and shall be ISO 9000:2000 certified at the facility that will produce the buses as bid. Written certification of this ISO compliance shall be included with the bid submission documents. A copy of the bus manufacturer's ISO approved Quality Assurance Manual **(cover page only with company identification and compliance registry number)** shall also be submitted with the **Bidder(s)** bid package. In lieu of this ISO compliance, **H-GAC** will allow a bus manufacturer, that has a long-established history in the business of manufacturing buses and has a comprehensive Quality Assistance Program already in place to be considered for this solicitation. All such manufacturers must submit its Quality Assistance Program Manual (in its entirety) with their bid, both as a paper document and as an electronic document. Additional information shall be included with the QA Manual such as; company history (start date), how long the QA Program has been in existence, complaint history and resolutions, are there outside third party certifications of the Program, or any other additional information that would be helpful for **H-GAC** evaluation.
- For each line item bid, **Bidder(s)** must be able to verify sales of at least 250 units in order to substantiate that the item has been fully tested in the marketplace. **EXCEPTION:** An exception to the 250-unit minimum shall be granted for new models, but Contractor must fully disclose to **End User** that the bus is a new model and has not yet met the 250-unit requirement and must give the **End User** a list of purchasers of the new, with contact information.
- Each wheelchair position will have flip-seats installed as per the **Bidder(s)** floor plan for use when the wheelchair position is not occupied by wheelchairs. Flip-seats shall be provided with seat belts. Seat belt locking devices shall be of high quality, easy to latch and unlatch. The seats shall be of the same design as the other passenger seats. The bottom of the flip-seats shall be aluminum, ABS or carpeted. The type of flip-seat shall be indicated on the floor plan given to the **End User** prior to submission of an **End User** Purchase Order.
- The wheelchair positions shall be provided with restraint devices that will secure the wheelchair and the wheelchair passenger while in the wheelchair. These devices shall be adjustable to accommodate varying track widths of wheelchairs. Each wheelchair shall have a four-point securement (2 at the front and 2 at the rear). The Wheelchair securing retractors shall be fully automatic, self-tensioning and self-locking with recessed anchor points of sufficient strength to secure a wheelchair. Retractors and belts shall store in a convenient storage compartment. The entire securement system shall comply with all applicable regulations including the ADA regulations.

16. GENERAL INFORMATION AND REQUIREMENTS:

- **Unless otherwise specified in an End User Purchase Order,** vehicle manufacturer's standard advertised/published accessories for units shall be chassis-factory installed. Requested optional equipment on units shall be furnished and installed by the chassis manufacturer, or shall be furnished and installed by other manufacturers, provided all specified minimum requirements are met.
- Weldments to the frame of a cutaway chassis is allowed if the vehicle is of a low-floor design. Holes for bolting purposes shall be drilled in an acceptable manner. Burning shall not be acceptable under any condition to provide said holes. Further, no holes shall be drilled in either the top or bottom flange of truck frames with the exception of holes drilled in the section behind the rear-most attachment of the rear spring hangers or for preformed, factory-made frame rail bolt holes for subsequent body installation. Welding or torch cutting shall be confined to "boxing" the rear end of truck. All such work shall be confined to area behind rear spring hangers. Chassis frame rivets shall not be removed or cut flush with frame for any reason.
- Safety plaques (or decals) shall be furnished on both sides of any bus bodies where applicable. These safety plaques (or decals) shall include necessary warnings and precautions. Permanent plaques are preferred to decals. Plaque or decal indicating the vehicle height must be posted within easy view of the driver. All decals such as; emergency exit, steps, wheelchair lift, etc shall be permanent and shall be in accordance with ANSI 535 4-1991 or latest revision.
- Do not install or attach decals or markings of any type pertaining to dealer/manufacturer advertisement other than manufacturer's name or model designation normally installed by manufacturer on equipment delivered to any unit of government.
- The Truth in Mileage Act requires the selling dealer to furnish a complete odometer statement to the purchaser. This statement must be complete and shall include mileage accrued to the point of delivery. In addition to the signature of the seller/agent certifying the odometer reading, both the dealership and the

name of the agent shall be printed on the Odometer Disclosure Statement. **The odometer statement on the MSO may satisfy this requirement.** Odometer and MSO shall be presented by contractor to the **End User** at the time of delivery.

- It is the **Bidder(s)** responsibility to calculate the actual loaded weight of the vehicle, to include all options, and to provide a higher GVWR if required.
- Successful **Bidder(s)** shall furnish buses meeting or exceeding the minimum requirements of this document, equipped exactly as listed for models in the various parts of this specification and with any other requirements specified in an **End User** P.O. The buses shall be completely assembled, serviced, adjusted, and including all standard equipment including standard and optional equipment installed. The units shall have been made ready prior to delivery to the **End User**/purchaser for continuous operation. Standard equipment shall include those components and accessories usually and ordinarily furnished without additional cost on regular production models.

17. AIR CONDITIONING:

The installed air conditioning system shall cool the interior of the vehicle to 80˚ F measured at a minimum of three points, located four feet above the floor at the longitudinal centerline of the vehicle. The three points shall be (1) near the driver's location (2) at the mid-point of the body and (3) two feet forward of the rear of the vehicle. The air conditioning system shall be considered a vital necessity for both driver and passengers alike and never treated as a possible cost savings area.

The systems compressors, condenser, evaporators shall all be sized accordingly not be downsized in any way that could lessen or cheapen the overall system as a whole. The system shall also be compatible with the vehicles engine so as not to put an undue strain on the engine or its components. All the components of the air conditioning system shall meet or exceed the SAE-j2064 type d specifications or latest revisions. The air condition system shall be controlled from the driver's seated position and shall include a low-pressure switch in order to provide protection to the system's compressor in case of low or sudden loss of R-134A refrigerant.

18. SAFETY EQUIPMENT:

The following applies to all type's buses:

- **First Aid Kit:** The first aid kit shall be a Standard 24-unit First Aid Kit to include one-way airway apparatus and one pair of disposable gloves. Kit shall be securely mounted near the driver's seat.
- **Fire Extinguisher:** The fire extinguisher shall be a minimum of five (5) pound dry type (BC rated), securely mounted near the driver's seat.
- **Reflectors:** Three (3) triangular reflectors with a storage container shall be provided, securely mounted near the driver's seat.
- **Back-Up Alarm:** Back-up alarm that is electrically operated and produces an intermittent sound when the vehicle is shifted into reverse shall be furnished to warn others while vehicle movement is in reverse. The alarm shall meet or exceed SAE J994B standards or latest revised standards.
- **Fresnel Lens:** Fresnel Lens shall be provided on the rear windows of the vehicle where applicable.

19. BUMPERS:

The rear bumper shall be of sufficient strength to allow the vehicle to be pushed without damage.

20. LIGHTING:

Overhead entrance and stepwell lights shall provide no less than five foot-candles of illumination on the entrance step area with the door open. This system shall be illuminated automatically when the door is open. Overhead and stepwell lights shall be wired to and activated automatically by door control and by a separate dash mounted switch.

All exterior lights, with the exception of headlights, passenger entry door, lift door, curb light, and rear backup lights shall be Light Emitting Diode (LED) lights. Lighting shall be in accordance with Federal Motor Carrier Safety Regulations 393.12, or its latest revisions. All lights shall have wire long enough to move the light at least six inches (6") from vehicle for service. Lights shall be grounded to body framing structure. All lights shall be sealed from moisture. Marker lights shall be armored, surface mounted. Center brake light shall be furnished.

21. HEATING AND DEFROSTING:

A rear hot water heater with blower fan shall have a BTU rating of at least thirty thousand (30,000) shall be installed under a seat near the rear of the vehicle. The controls shall be readily accessible to the driver. Heater hose connections shall be installed above the floor of the vehicle body and through the fire wall to the engine compartment. Easily accessible all brass gate valve(s) shall be furnished to cut off the flow of coolant water to the rear heater.

22. SERVICE MANUALS:

A line setting sheet and manual(s) containing operating and servicing instructions for the vehicle shall be provided with each vehicle. The manual(s) shall be as detailed as possible outlining all necessary operating and servicing instructions for each vehicle including the vehicle's driveline components. Necessary warning and safety precautions shall be included. In addition, manual(s) containing illustrated parts lists, operating and servicing instructions for related, ad special equipment supplied with the vehicle shall be provided with the vehicle. In addition, **Bidder(s)** will quote as a published option, any service or operating manuals commercially available from the manufacturers of each component of the vehicle.

23. PRE-DELIVERY SERVICE:

All units shall include new vehicle pre-delivery service and the following service shall be performed before the units are delivered to the receiving agency:

- All fluid levels checked and maintained with the proper grade and type of fluids.
- Pre-delivery inspection and service on chassis.
- The interior and exterior of units shall have been cleaned and washed.
- When so specified in an **End User** Purchase Order**,** the vendor or its representative which is authorized will indicate that service was performed, and that inspection indicates the product is in good condition and ready for delivery.

24. DELIVERY OF EQUIPMENT TO END USERS:

The successful **Bidder(s)** under contract with **H-GAC** shall be responsible for delivery and acceptance of each piece of equipment delivered to the **End User** according to the requirements of these specifications, the contract with **H-GAC**, and the purchase order issued to the **Bidder(s)** by **H-GAC** on the **End User** Agency's behalf. All required tests of equipment, certifications and licensing shall be borne by the **Bidder(s)**.

25. WARRANTY & MAINTENANCE:

Warranties submitted with the bid response shall be in lieu of all other warranties, expressed or implied, all other representations to **H-GAC**, and/or the **End User** Agency, and all other obligations or liabilities, including liability or incidental or consequential damage on the part of the **Bidder(s)**. Neither **H-GAC** nor the **End User** assume any warranty or liability on the **Bidder(s)** behalf unless made or assumed in writing initiated by the **Bidder(s)** and agreed to in writing by **H-GAC** or the **End User**.

- **Bidder(s)** must comply with the minimum warranty and maintenance requirements described below for any products or services provided under this Bid Invitation. The Warranty and Maintenance Services, including Extended Maintenance Agreements, must be described in detail on the **Form E**.
- Contractor will warrant against defects in workmanship of product for the minimum standard period warranty from the date of acceptance of said equipment. This shall include but not limited to all parts, labor and related travel expenses.
- Contractor will ensure that any part deemed to be defective or otherwise inoperative will be repaired or replaced at no cost to the **End User**, if the term of the standard warranty has not expired.
- **Bidder(s)** must provide, on **Form E**, a complete description of its warranty service, maintenance and extended maintenance programs, to include any **End User** costs, hourly rates and/or any other expenses. Also included shall be lead times with respect to service calls and 800 support numbers.
- Extended Maintenance Agreements (post warranty maintenance agreements) are considered a part of this agreement and can include both remedial and preventive maintenance services to include all labor and parts (except consumables).

a. An additional agreement containing the extended maintenance may need to be signed by the **Bidder(s)** and End Use.
b. If purchased by the **End User**, the initial period begins after the expiration of the initial warranty period (minimum 1-yr.) and shall provide the same terms and conditions of the initial warranty.
c. **Bidder(s)** shall state on **Form E**, the annual Extended Maintenance Agreement cost for all equipment and components.

26. MULTIPLE UNIT DISCOUNTS:

The **Bidder(s)** must state in their bid response on **Form E**, any discounts for **End Users** placing multiple unit orders per purchase order and exactly what parameters must be met in order to receive those additional pricing discounts.

IMPORTANT NOTE: Federal Legislation – (SAFETEA-LU) bill, Public Law 109-59 as passed by Congress and signed by the President, in 2005. Section 3025(i) reads as follows; "Bus Dealer Requirements – No State law requiring buses to be purchased through in-State dealers shall apply to vehicles purchased with a grant under this chapter."

HGACBuy is referring to this federal statute as it applies, because of the Section A, Sub-heading 14 on page 8 of 19, TEXAS MOTOR VEHICLE COMMISSION CODE AND LICENSING, found within this bid offering. As a governmental entity within the State of Texas we must continue to comply with this directive and request the state licensing requirements be met as required.

NOTE: At no time shall this contract be used for the purchase of used or previously owned equipment. Purchases be for the most current make/model of equipment

NOTE: The following **Exhibit 'A'**, Federal Articles and Certifications should be signed and submitted with the bid response as a 'electronic copy' and as an electronic copy as well. It should be labeled with an identification TAB within the bid response binder.

NOTE: The following **Exhibit 'B'**, a short section of FTA Circular 4220.1F, Transit Vehicle Manufacturers Certificate of Compliance, it must be signed and submitted with the bid response as a 'electronic copy' and as an electronic copy as well. It should be labeled with an identification TAB within the bid response binder.

NOTE: The following **Exhibit 'C'**, is the cover page for the FTA Circular 4220.1F, Third Party Contracting Guidance, must be signed and submitted with the bid response as a 'electronic copy' and as an electronic copy as well. Signing this single cover sheet signifies compliance with this entire FTA Circular. It should be labeled with an identification TAB within the bid response binder.

[All Exhibits are located at the end of the bid document following the ProForma Contract]

27. INSTRUCTIONS AND REFERENCES:

It is extremely important that you follow all response instructions including those found in Section A, Sub-section 27 starting on page 11 of 20. Also, see instructions for list of References indicated in Section A, Sub-section 9, page 6 of 20. A checklist found in the Forms Section can be a helpful guide and each line of that form must be initialed.

28. COMMITMENT

Offeror is required to make some basic commitments to ensure the overall success of this program. By submission of a response, offeror commits to the following:

- **Corporate/Sales Commitment** – A commitment that **HGACBuy** has the support of senior management and that **HGACBuy** will be the primary government contracting vehicle when offering services/products awarded from this solicitation to eligible end users nationwide. A further commitment to aggressively market the

program, both independently as well in partnership with **HGACBuy.**

- **HUB Participation** – It is **H-GAC's** goal to have Historically Underutilized Business Enterprise (HUB) participation in providing services under a contract. IF **Offeror(s)** intends to employ subcontractors in providing services/products related to this solicitation, **Offeror(s)** shall make and demonstrate a good faith effort to include HUB participation under a contract. **Offeror(s)** good faith effort shall include, but is not limited to the following affirmative steps (ref. 2CFR 200.321):

  1) Placing qualified small and minority businesses and women's business enterprises on solicitation list;

  2) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

  3) Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

  4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

  5) Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;

NOTE: The term HUB as used in this solicitation is understood to encompass all programs/business enterprises such as Small Disadvantaged Business (SDB), Disadvantage Business Enterprise (DBE), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE).

Debriefing

Requests for a debriefing must be made in writing to jasmine.wilson@h-gac.com within 5 days of board approval. H-GACE reserves the right to not conduct debriefings if the requests are made after that time. This procedure is NOT available to respondents who did not participate in selected ITBs or RFPs, to non-responsive or non-timely Respondents/Bidders, or when all proposals/bids are rejected

Note: Responses will be accepted by online electronic submissions. Responses are scheduled to be "Opened by HGAC" on the date and time indicated. Go to https://www.hgacbuy.org/bid-notices and click on the corresponding link.

NOTE: Follow the Instructions listed online on the website when submitting your responses or Responses will be deemed as non-compliant.

End of Section B
For Information About This Invitation, Please Contact:

Jasmine Wilson
Ph: 713.993.4554
Fax: 713-993-4548
E-mail: Jasmine.Wilson@H-gac.com

SECTION C - H-GAC FORMS

(Rev 12/02/09)

For Use In Responding To Competitive Bid And Proposal Invitations

Invitation No.: **BT01-21**

Title: **BUSES - SHUTTLE, TRANSIT, TRAMS AND OTHER SPECIALTY BUSES**

This Section contains the following **H-GAC** *FORMS* .

FORM	DESCRIPTION
Form A:	Offeror Identification and Authorized Signatory
Form B:	Historically Underutilized Business Enterprises
Form C:	Response Checklist
Form D:	Offered Items Pricing
Form E:	Published Options
Exhibits:	Exhibits A thru D
Form W-9	Request for Taxpayer Identification Number and Certification
Form CIQ	Conflict of Interest Questionnaire
Form 1295	Certificate of Interested Parties
HB 89	Prohibition on Contracts with Companies Boycotting Israel
CCI	Contractor Contact Information

These *FORMS* are hereby made available in electronic format. They should be copied to Offeror's computer for completion and/or printout as required. The *FORMS* **may not** be changed or altered in any way, except as may be specified on the *FORM* .

ALL completed *FORMS* must also be submitted electronically on electronic media (DVD, CDRom, flash/thumb drive), excepting of course for signatures. The printed "Original" of the response will be considered as the official copy in case of any discrepancy between the electronic version and the printed Original.

FORM A - OFFEROR IDENTIFICATION & AUTHORIZED SIGNATORY
(DO NOT handwrite this Form. Information must be typed in.)

Invitation No.: **BT01-21**

Invitation Title: **BUSES - SHUTTLE, TRANSIT, TRAMS AND OTHER SPECIALTY BUSES**

Offeror Company: _____

(Legal name of business which will appear on contract, if awarded)

Offeror Status: ☐ **Manufacturer** ☐ **Dealer/Distributor** ☐ **Other**

Response Type(1): ☐ **Single Offeror Acting Alone Or As Lead** ☐ **Multiple Offerors Acting Jointly**

Contract Signatory(2): _____ **Title:** _____

Mailing Address(3): _____

Street/PO Box City State & Zip

Physical Address: _____

Street City State & Zip

Phone: _____ **Fax:** _____

Email Address: _____

Federal Tax ID No.: _____ **Web Page URL:** _____

(1) If Joint Offering, all parties must submit a signed Form A. A contract will be offered to each.

(2) Person who will sign final contract documents if an award is made.

(3) Address to which final contract documents would be sent for signature.

Member Contact Information

Contact Person(4): _____ **Title:** _____

Mailing Address: _____

Street/PO Box City State & Zip

Physical Address: _____

Street City State & Zip

Toll Free Phone: _____ **Fax:** _____

Email Address: _____

(4) Person who End Users will contact for product information and to get pricing quotes.

The Signatory below, on behalf of Offeror:

- Acknowledges having thoroughly reviewed the Invitation;
- Attests to having the authority to sign this response and commit Offeror to honor all requirements;
- Makes, under penalty of perjury, all required Offeror Certifications as detailed in General Terms;
- Certifies that all information provided in this Response is true and correct.

Signature: _____ **Title:** _____

Printed Name: _____ **Date:** _____

FORM B - HISTORICALLY UNDERUTILIZED BUSINESS ENTERPRISES **Procurement No.: BT01-21**

Title: BUSES - SHUTTLE, TRANSIT, TRAMS AND OTHER SPECIALTY BUSES

Offeror:

Most, if not all, of the Members of HGACBuy are subject to various requirements relative to purchasing goods and services from Historically Underutilized Business Enterprises (HUBs)(See Note 1). These requirements are promulgated by federal and state governmental authorities, and include measureable criteria such as 'percentage of total dollars spent directed to HUBs', 'number of HUB contractors used', 'HUB subcontractors employed by primary contractors', etc. These requirements are generally formalized in goal oriented programs.

HGACBuy is comitted to promoting full and equal business opportunities for HUB contractors, and to assisting Cooperative Purchasing Program (COOP) Members in meeting mandated HUB goals. In that regard, Contractor shall make a good faith effort to use the services of Certified/Listed (See Note 2) HUBs whenever possible.

As part of a good faith effort, Contractor agrees to work with and assist HGACBuy Members in meeting HUB targets and goals, as may be required by any rules, processes or programs they might have in place. Such assistance may include such things as compliance with reporting requirements, provision of documentation, consideration of 'Certified/Listed' subcontractors, provision of documented evidence that an active participatory role for a HUB entity was considered in a procurement transaction, etc.

Note 1: There are many designations other than "HUB" used across the country within various jurisdictions. Examples include terms such as Disadvantaged Business Enterprise (DBE), Minority Owned Business Enterprise (MBE), Woman Owned Business Enterprise (WBE), Small Disadvantaged Business (SDB), Small, Woman or Minority-owned Business (SWAM), etc. Regardless of the formal designation, the overall objective of the relavant programs is basically the same, i.e. to insure that disadvantaged and underutilized members of the business community receive a fair share of public spending. The term HUB as used herein shall be understood to encompass all such programs/business enterprises, no matter what terminology is used by the Member.

Note 2: The terms "Certified" and "Listed" as used in conjunction with HUB programs relate to the process of HUB qualification review. Jurisdictions usually require that companies claiming HUB status be reviewed and confirmed as meeting certain minimum requirements to claim that status, and that the review and confirmation process be carried out by certain designated entities. They are then "Certified" or "Listed" by having their name included on an official listing published by the Certifying or Listing Authority.

Accepted and Agreed By:	
Title:	Date:

HUB Status Of Offeror

☐ Offeror is a HUB, as detailed below. ☐ Offeror is not a HUB.

Designation(s): ☐ HUB ☐ DBE ☐ MBE ☐ WBE ☐ Other

Certifying/Listing Authority(s):

Subcontracts

On a separate sheet, list any subcontractors that would be employed in providing products or services related to this procurement. Include subcontractor name, designation (HUB, DBE, etc.) and certifying/listing authority.

☐ Subcontractor List attached. ☐ No Subcontractors will be used.

FORM C - RESPONSE CHECKLIST	Procurement No.: BT01-21

Title: BUSES - SHUTTLE, TRANSIT, TRAMS AND OTHER SPECIALTY BUSES

Offeror:

This *FORM* is provided to help insure that all required Response elements have been completed and included, or certified as being available upon request. **Responses that do not comply with all requirements may be considered non-compliant.** Offeror's signatory must review each item below, and certify by initialing in the space to the right.

	This Response Includes:	Initial
1	An "Original" submission of the **COMPLETE** response, electronically on the website. **FOLLOW ALL INSTRUCTIONS FOR SUBMISSION LISTED ON THE WEBSITE**	
2	A copy of the **COMPLETE** submission, including all required *FORMS*, in **electronic format on HGACBuy website**	
3	An originally signed **Form A** from all entities who are party to this submission and who should be offered a contract if this submission is successful.	
4	The required list of **References**.	
5	Details of "**Service Organization"**, including locations, hours, personnel and parts/service availability. (Applies to hard goods only.)	
6	Complete **Warranty Documentation** for all Products offered.	
7	The manufacturer's latest **Specification Documents** detailing standard features, operating characteristics, etc., for all products offered.	
8	**Forms-- A, B, C, D, E (EXCEL FORMAT) 1295, W-9, CIQ, HB89, Form 1295, CCI**	
9	If the **Non-Resident Reciprocal Bid Act** applies, a copy of your state statute and a determination of the status of Texas bidders/proposers in your home state. If not applicable, indicate "N/A"	
10	If offer includes motor vehicles to be sold in Texas, copies of all current licenses as required by the Texas Motor Vehicle Commission.	
11	All line items on the Form D (that your company is bidding) has both a price and a (yes or no) inserted in the box provided as to whether products offered are "Buy America Certified".	
12	All Altoona Test Certifications have been submitted with the bid document.	
13	All ISO-9001:2000 Certifications have been submitted with the bid documents. QA manuals in lieu of these ISO Certificates.	
14	Exhibits A, B and C submitted and signed. These forms must be submitted in paper-form as well as submitted electronically.	
15	FTA Standard Bus Procurement guidelines 1.1.6.8 Certificate of Compliance with Bus Testing Requirements. The procurement must comply with 49 U.S.C. § 5323 © and the FTA's implementation of regulation 49 CFR Part 665. **(Signed copy like the form that is given to the End User upon purchase of your product.)**	

H-GAC 'FORM D' ---- PRODUCT ITEM BASE OFFERING PRICES

Offeror Name:

Invitation No.: BT01-21 BUSES - SHUTTLE, TRANSIT, TRAMS AND OTHER SPECIALTY BUSES

NOTES & INSTRUCTIONS:

1. Offeror shall complete this form and include completed copies of this Form D with their bid (print and include applicable sections of this form that corresponds to the models bid.)
2. The three (3) character Product Code; The first character designates the manufacturer, the second character designates the primary equipment category and the third character designates the specific manufacturer's model. Due to the increased number of manufacturers and equipment listings, the manufacturer and the model listing may have a two character (letter) rather than a one character (letter).
3. A copy of this Form D shall be included with the bid in an electronic format (CD/Flash Drive). It shall be in Excel format so that it can easily be copied and pasted for evaluation purposes and for possible uploading to our website.
4. Offeror should bid optional models (upgrades/downgrades), options, accessories, enhancements, etc. on Form E.
5. Pricing for optional models to be shown as the differential amount between the Base Product item price and the optional model being bid. Offeror shall reference the three (3) alpha/numeric character Product Code listed below that correlates to the option (model) being bid on Form E.

Contract No.	Base Product Code	Manufacturer	Description	Bid Price ($$$)	Buy Am. Yes or No
BT01-21	**AWA**	A & G Mercury	Tram Tow Tug Tractor - Gasoline Fueled		
BT01-21	**AWB**	A & G Mercury	Tram Tow Tug Tractor - Propane Fueled		
BT01-21	**AWC**	A & G Mercury	Tram Tow Tug Tractor - Diesel Fueled		
BT01-21	**BRA**	Alexander Dennis	Enviro 500 42 foot Hybrid Double Decker - Transit Operation		
BT01-21	**BOA**	Alexander Dennis	Enviro 500 40 foot Double Decker - Transit Operation		
BT01-21	**BOB**	Alexander Dennis	Enviro 500 42 foot Double Decker - Transit Operation		
BT01-21	**BOC**	Alexander Dennis	Enviro 500 42 foot Double Decker - Inter-Urban Operation		
BT01-21	**BOD**	Alexander Dennis	Enviro 500 42 foot Twin Staircase Double Decker - Transit Operation		
BT01-21	**BOE**	Alexander Dennis	Enviro 400 36 foot Open Top Double Decker - Tourist Operation		
BT01-21	**BRA**	Alexander Dennis	Enviro 500 42 foot Hybrid Double Decker - Transit Operation		
BT01-21	**CVG**	ARBOC Specialty Vehicles	SOF-Ford 13 passenger 2 wheelchair		
BT01-21	**CVH**	ARBOC Specialty Vehicles	SOF-Ford 23 passenger 2 wheelchair		
BT01-21	**CFA**	ARBOC Specialty Vehicles	SOI-Ford 9 passenger 2 wheelchair		
BT01-21	**CUA**	ARBOC Specialty Vehicles	SOE 29FT 23 passenger and 2 wheelchair		
BT01-21	**CUB**	ARBOC Specialty Vehicles	SOE 34FT 23 passenger and 2 wheelchair		
BT01-21	**CVA**	ARBOC Specialty Vehicles	SOM- Ford 21 Passenger w/2-Wheelchair		
BT01-21	**CVB**	ARBOC Specialty Vehicles	SOM-Ford 9 Passenger w/4-Wheelchair w/CNG		
BT01-21	**CVC**	ARBOC Specialty Vehicles	SOM- GM 21 Passenger w/2-Wheelchair		
BT01-21	**CVD**	ARBOC Specialty Vehicles	SOM- GM 9 Passenger w/4-Wheelchair w/CNG		
BT01-21	**CVE**	ARBOC Specialty Vehicles	SOF-GM 23 passenger 2 wheelchair		
BT01-21	**CVF**	ARBOC Specialty Vehicles	SOF-GM 13 passenger 2 wheelchair		
BT01-21	**DBA**	Blue Bird	G5, 100, 16 passenger		
BT01-21	**DBB**	Blue Bird	G5, 100, 8 passenger w/2-Wheelchair		
BT01-21	**DCA**	Blue Bird	G5, 200, 21 passenger		
BT01-21	**DCB**	Blue Bird	G5, 200C, 12 passenger w/2-Wheelchair		
BT01-21	**DGA**	Blue Bird	G5, 900, 25 passenger - Ford Chassis Only		
BT01-21	**DGB**	Blue Bird	G5, 900, 16 passenger w/2-Wheelchair, Ford Chassis Only		
BT01-21	**DHA**	Blue Bird	BBCV		
BT01-21	**DLA**	Blue Bird	A3FE		
BT01-21	**DLB**	Blue Bird	D3FE		
BT01-21	**DLC**	Blue Bird	D3RE		
BT01-21	**EEA**	Braun	Entervan- Side Entry Low Floor Minivan		
BT01-21	**EEB**	Braun	Vision- Rear Entry Minivan		
BT01-21	**FBA**	Champion Bus Inc.	Crusader CR-210 - 14 Passenger		
BT01-21	**FBB**	Champion Bus Inc.	Crusader CR-211 - 8 Passenger w/2-Wheelchair		

Contract No.	Base Product Code	Manufacturer	Description	Bid Price ($$$)	Buy Am. Yes or No
BT01-21	**FBC**	Champion Bus Inc.	Crusader CR-214 - 14 Passenger w/Luggage Box		
BT01-21	**FCA**	Champion Bus Inc.	Challenger CH-220 - 14 Passenger Prisoner Transport		
BT01-21	**FCB**	Champion Bus Inc.	Challenger CH-220 - 21 Passenger		
BT01-21	**FCC**	Champion Bus Inc.	Challenger CH-230 - 16 Passenger w/2-Wheelchair		
BT01-21	**FCD**	Champion Bus Inc.	Challenger CH-231 - Flat Floor - 6 Passenger w/3-Wheelchair		
BT01-21	**FCE**	Champion Bus Inc.	Challenger CH-250 - 25 Passenger Prisoner Transport		
BT01-21	**FCF**	Champion Bus Inc.	Challenger CH-250 - 25 Passenger		
BT01-21	**FCG**	Champion Bus Inc.	Challenger CH-250 - 18 Passenger w/ 2-Wheelchair		
BT01-21	**FCH**	Champion Bus Inc.	Challenger CH-251 - Flat Floor - 11 Passenger w/3-Wheelchair		
BT01-21	**FCI**	Champion Bus Inc.	Challenger CH-253 - 21 Passenger w/Luggage Rear		
BT01-21	**FGA**	Champion Bus Inc.	Defender DF-270 - 25 Passenger w/Luggage Rear		
BT01-21	**FGB**	Champion Bus Inc.	Defender DF-270 - 29 Passenger		
BT01-21	**FGC**	Champion Bus Inc.	Defender DF-270 - 20 Passenger w/2-Wheelchair		
BT01-21	**FGD**	Champion Bus Inc.	Defender M2/S2C- 40 Passenger Prisoner Transport		
BT01-21	**FGE**	Champion Bus Inc.	Defender DF-281 - 18 Passenger w/2-Wheelchair RL		
BT01-21	**FGF**	Champion Bus Inc.	Defender DF-290 - 27 Passenger		
BT01-21	**FGG**	Champion Bus Inc.	Defender M2/S2C - 14 Passenger w/3-Wheelchair FL		
BT01-21	**FGH**	Champion Bus Inc.	Defender M2/S2C - 24 Passenger w/2-Wheelchair RL		
BT01-21	**FGI**	Champion Bus Inc.	Defender M2/S2C - 25 Passenger w/2-Wheelchair FL		
BT01-21	**FGJ**	Champion Bus Inc.	Defender DF-310 - 33 Passenger		
BT01-21	**FGK**	Champion Bus Inc.	Defender DF-291 - 24 Passenger w/2-Wheelchair		
BT01-21	**FGL**	Champion Bus Inc.	Defender DF-313 - 29 Passenger w/Luggage Rear		
BT01-21	**FGM**	Champion Bus Inc.	Defender M2/S2C - 30 Passenger w/2-Wheelchair RL		
BT01-21	**FGN**	Champion Bus Inc.	Defender M2/S2C - 32 Passenger w/2-Wheelchair FL		
BT01-21	**FGO**	Champion Bus Inc.	Defender M2/S2C - 33 Passenger		
BT01-21	**FGP**	Champion Bus Inc.	Defender M2/S2C - 34 Passenger w/2-Wheelchair FL		
BT01-21	**FGQ**	Champion Bus Inc.	Defender M2/S2C - 38 Passenger w/2-Wheelchair RL		
BT01-21	**FGR**	Champion Bus Inc.	Defender M2/S2C - 41 Passenger		
BT01-21	**FVA**	Champion Bus Inc.	Transport E450 Non-Kneeling 10 Passenger w/2 Wheelchairs		
BT01-21	**FVB**	Champion Bus Inc.	Transport E450 Non-Kneeling 14 Passenger w/2 Wheelchairs		
BT01-21	**FVC**	Champion Bus Inc.	Transport E450 Non-Kneeling 16 Passenger w/2 Wheelchairs		
BT01-21	**FVD**	Champion Bus Inc.	Transport F550 Gas 9 Passenger w/ 3 wheelchairs		
BT01-21	**FVE**	Champion Bus Inc.	Transport F550 Gas 12 Passenger w/3 wheelchairs		
BT01-21	**FVF**	Champion Bus Inc.	Transport F550 Gas 15 Passengers w/2 Wheelchairs		
BT01-21	**FVG**	Champion Bus Inc.	Transport F550 Gas 18 Passenger w/2 Wheelchairs		
BT01-21	**FVH**	Champion Bus Inc.	Transport F550 Gas 20 Passenger w/2 Wheelchairs		
BT01-21	**FVI**	Champion Bus Inc.	Transport E450 Kneeling 10 Passenger w/2 Wheelchairs		
BT01-21	**FVJ**	Champion Bus Inc.	Transport E450 Kneeling 14 Passenger w/2 Wheelchairs		
BT01-21	**FVK**	Champion Bus Inc.	Transport E450 Kneeling 16 Passenger w/2 Wheelchairs		
BT01-21	**FVL**	Champion Bus Inc.	Shuttle E450, Non-Kneeling 22 Passenger - NON ADA		
BT01-21	**FVM**	Champion Bus Inc.	Shuttle E450, Non-Kneeling 14 Passenger - NON ADA		
BT01-21	**FVN**	Champion Bus Inc.	Shuttle E450, Non-Kneeling 12 Passenger w/ 2 Wheelchairs		
BT01-21	**GIA**	Chance Morgan	TramStar LFT Power Car - Gasoline		
BT01-21	**GIC**	Chance Morgan	TramStar LFT Power Car - Propane		
BT01-21	**GID**	Chance Morgan	TramStar LFT Power Car - CNG		
BT01-21	**GIE**	Chance Morgan	TramStar LFT Trailer - 28 Passenger		
BT01-21	**GIF**	Chance Morgan	Sunliner II Power Car - Gasoline		
BT01-21	**GIG**	Chance Morgan	Sunliner II Power Car - Propane		
BT01-21	**GIH**	Chance Morgan	Sunliner II Power Car - CNG		
BT01-21	**GII**	Chance Morgan	Sunliner II Trailer - 32 Passenger		
BT01-21	**HAA**	Coach & Equipment	Phoenix ML, 11 passenger		
BT01-21	**HAB**	Coach & Equipment	Phoenix ML, 8 passenger w/1-Wheelchair		
BT01-21	**HAC**	Coach & Equipment	Phoenix ML, 4 passenger w/2-Wheelchair		
BT01-21	**HBA**	Coach & Equipment	Phoenix ML, 2 passenger w/3-Wheelchair		
BT01-21	**HBB**	Coach & Equipment	Phoenix ML, 1 passenger w/4-Wheelchair		
BT01-21	**HBC**	Coach & Equipment	Phoenix, 24 passenger		
BT01-21	**HBD**	Coach & Equipment	Phoenix, 16 passenger		
BT01-21	**HBE**	Coach & Equipment	Phoenix, 12 passenger		
BT01-21	**HCA**	Coach & Equipment	Phoenix, 10 passenger w/1-Wheelchair		
BT01-21	**HCB**	Coach & Equipment	Phoenix, 6 passenger w/2-Wheelchair		
BT01-21	**HCC**	Coach & Equipment	Phoenix, 12 passenger w/2-Wheelchair		
BT01-21	**HCD**	Coach & Equipment	Phoenix, 16 passenger w/2-Wheelchair		
BT01-21	**HCE**	Coach & Equipment	Phoenix, 14 passenger w/3-Wheelchair		
BT01-21	**HCF**	Coach & Equipment	Phoenix, 10 passenger w/4-Wheelchair		
BT01-21	**HCG**	Coach & Equipment	Phoenix, 6 passenger w/5-Wheelchair		
BT01-21	**HCH**	Coach & Equipment	Phoenix, 21 passenger w/rear luggage		
BT01-21	**HCI**	Coach & Equipment	Phoenix, 12 passenger w/rear luggage		
BT01-21	**HCJ**	Coach & Equipment	Phoenix, 10 passenger w/rear luggage		
BT01-21	**HCK**	Coach & Equipment	Phoenix T, 4 passenger w/2-Wheelchair		
BT01-21	**HCL**	Coach & Equipment	Phoenix T, 10 passenger w/rear luggage		

Contract No.	Base Product Code	Manufacturer	Description	Bid Price ($$$)	Buy Am. Yes or No
BT01-21	**IBA**	Collins Bus	Commuter 14 Passenger, 2-Covered -Wheelchair stations		
BT01-21	**ICA**	Collins Bus	Commuter 22 Passenger		
BT01-21	**JAA**	Diamond Coach	PT Nugget 9 Passenger w/1 Wheelchair		
BT01-21	**JAB**	Diamond Coach	Executive Nugget- 13 Passenger & Rear Luggage-(Non ADA Compliant)		
BT01-21	**JAC**	Diamond Coach	Shuttle Nugget- 9 Passenger & Luggage Rack-(Non ADA Compliant)		
BT01-21	**JBA**	Diamond Coach	PT 2000-F-13, 12 Passenger w/1-Wheelchair		
BT01-21	**JBB**	Diamond Coach	PT 2000-F-14, 10 Passenger w/2-Wheelchair		
BT01-21	**JBC**	Diamond Coach	VIP 2000-C-7, 14 Passenger-(Non ADA Compliant)		
BT01-21	**JBD**	Diamond Coach	VIP 2200-C-3, 20 Passenger-(Non ADA Compliant)		
BT01-21	**JBE**	Diamond Coach	VIP 2200-F-3, 12 Passenger w/2-Wheelchair		
BT01-21	**JBF**	Diamond Coach	VIP 2200-F-10, 6 Passenger w/4-Wheelchair		
BT01-21	**JBG**	Diamond Coach	VIP 2500-F-1, 16 Passenger w/2-Wheelchair		
BT01-21	**JBH**	Diamond Coach	VIP 2800-C-4, 24 Passenger & Rear Luggage-(Non ADA Compliant)		
BT01-21	**JBI**	Diamond Coach	VIP 2800-C-1, 28 Passenger-(Non ADA Compliant)		
BT01-21	**JBJ**	Diamond Coach	VIP 2800-F-3, 20 Passenger w/2-Wheelchair		
BT01-21	**JCA**	Diamond Coach	VIP 2200-A-1, 16 Passenger-(Non ADA Compliant)		
BT01-21	**JCB**	Diamond Coach	VIP 2200-B-1, 14 Passenger w/Luggage Rear		
BT01-21	**JCC**	Diamond Coach	IBD 2200, 20 Passenger-(Non ADA Compliant)		
BT01-21	**JCD**	Diamond Coach	IBD 2200, 11 Passenger w/2-Wheelchair		
BT01-21	**JDA**	Diamond Coach	VIP 2500-B-O, 21 Passenger w/Luggage Rear-(Non ADA Compliant)		
BT01-21	**JDB**	Diamond Coach	VIP 2500-C-O. 25 Passenger-(Non ADA Compliant)		
BT01-21	**JDC**	Diamond Coach	VIP 2500-F-14, 16 Passenger w/2-Wheelchair		
BT01-21	**JDD**	Diamond Coach	VIP 3201, Type III-HD, 33 Passenger-(Non ADA Compliant)		
BT01-21	**JDE**	Diamond Coach	VIP 3201, Type III-HD, 29 Passenger w/Rear Luggage-(Non ADA Compliant)		
BT01-21	**JDF**	Diamond Coach	VIP 3201, Type III-HD, 24 Passenger w2-Wheelchair		
BT01-21	**JDG**	Diamond Coach	IBD 2500, 24 Passenger -(Non ADA Compliant)		
BT01-21	**JDH**	Diamond Coach	IBD 2500, 17 Passenger w/2-Wheelchair		
BT01-21	**KHA**	Double K, Inc.	Hometown Bus - 28 Passeneger w/2 Wheelchairs-Front Engine		
BT01-21	**KHB**	Double K, Inc.	Hometown Bus - 34 Passeneger w/2 Wheelchairs-Front Engine		
BT01-21	**KIA**	Double K, Inc.	Hometown Trolley/Villager 18 Passenger w/2-Wheelchair seats - Front Engine		
BT01-21	**KIB**	Double K, Inc.	Hometown Trolley/Villager 24 Passenger w/2-Wheelchair seats - Front Engine		
BT01-21	**KIC**	Double K, Inc.	Hometown Trolley/Villager 28 Passenger w/2-Wheelchair seats - Front Engine		
BT01-21	**KID**	Double K, Inc.	Hometown Trolley/Villager 32 Passenger w/2-Wheelchair seats - Front Engine		
BT01-21	**KIE**	Double K, Inc.	Hometown Trolley/Villager 34 Passenger w/2-Wheelchair seats - Front Engine		
BT01-21	**KJA**	Double K, Inc.	Hometown Trolley/Mainstreet 24 Passenger w/2 Wheelchair seats - Rear Engine		
BT01-21	**KJB**	Double K, Inc.	Hometown Trolley/Mainstreet 28 Passenger w/2 Wheelchair seats - Rear Engine		
BT01-21	**KJC**	Double K, Inc.	Hometown Trolley/Mainstreet 34 Passenger w/2 Wheelchair seats - Rear Engine		
BT01-21	**KJD**	Double K, Inc.	Hometown Trolley/Mainstreet 36 Passenger w/2 Wheelchair seats - Rear Engine		
BT01-21	**KJE**	Double K, Inc.	Hometown Trolley/Villager 24 Passenger w/2-Wheelchair seats - Front Engine Gasoline		
BT01-21	**KJF**	Double K, Inc.	Hometown Trolley/Villager 28 Passenger w/2-Wheelchair seats - Front Engine Gasoline		
BT01-21	**KJG**	Double K, Inc.	Hometown Trolley/Villager 32 Passenger w/2-Wheelchair seats - Front Engine Gasoline		
BT01-21	**KJH**	Double K, Inc.	Hometown Trolley/Villager 34 Passenger w/2-Wheelchair seats - Front Engine Gasoline		
BT01-21	**KUA**	Double K, Inc.	Hometown Trolley/Streetcar Low Floor - 28 Passenger w/2 Wheelchairs-Rear Engine		
BT01-21	**KUB**	Double K, Inc.	Hometown Trolley/Streetcar Low Floor - 30 Passenger w/2 Wheelchairs-Rear Engine		
BT01-21	**KUC**	Double K, Inc.	Hometown Trolley/Streetcar Low Floor - 30 Passenger w/2 Wheelchairs-Electric		
BT01-21	**LBA**	ElDorado	Aerolite 190 - 7 Passengers w/1-Wheelchair space		
BT01-21	**LBB**	ElDorado	Aerolite 200 - 8 Passengers w/1-Wheelchair space		
BT01-21	**LBC**	ElDorado	Aerolite 210 - 10 Passengers w/1-Wheelchair space		
BT01-21	**LBD**	ElDorado	Aerolite 210 - 13 Passengers (Non ADA Compliant)		
BT01-21	**LCA**	ElDorado	Aerotech 200 - 10 Passengers w/2-Wheelchair spaces		
BT01-21	**LCB**	ElDorado	Aerotech 220 - 12 Passengers w/2-Wheelchair spaces		

Contract No.	Base Product Code	Manufacturer	Description	Bid Price ($$$)	Buy Am. Yes or No
BT01-21	**LCC**	ElDorado	Aerotech 220 - 14 Passengers (Non ADA Compliant)		
BT01-21	**LCE**	ElDorado	Aerotech 240 - 16 Passengers w/2-Wheelchair spaces		
BT01-21	**LCF**	ElDorado	Aerotech 240 - 24 Passengers (Non ADA Compliant)		
BT01-21	**LGA**	ElDorado	Aero Elite F550 270 - 18 Passengers w/2-Wheelchair spaces		
BT01-21	**LGB**	ElDorado	Aero Elite F550 290 - 20 Passengers w/2-Wheelchair spaces		
BT01-21	**LGC**	ElDorado	Aero Elite 290 - 28 Passengers (Non ADA Compliant)		
BT01-21	**LGD**	ElDorado	Aero Elite F550 320 - 24 Passengers w/2-Wheelchair spaces		
BT01-21	**LGE**	ElDorado	Aero Elite 320 - 32 Passengers (Non ADA Compliant)		
BT01-21	**LGF**	ElDorado	Aero Elite TC 250 - 16 Passengers w/2-Wheelchair spaces		
BT01-21	**LGG**	ElDorado	Aero Elite TC 270 - 18 Passengers w/2-Wheelchair spaces		
BT01-21	**LGH**	ElDorado	Aero Elite TC-290 - 20 Passengers w/2-Wheelchair spaces		
BT01-21	**LGI**	ElDorado	Aero Elite TC 290 - 28 Passengers (Non ADA Compliant)		
BT01-21	**LGJ**	ElDorado	Aero Elite TC 320 - 24 Passenger w/2-Wheelchair spaces		
BT01-21	**LGK**	ElDorado	Aero Elite TC 320 - 32 Passengers (Non ADA Compliant)		
BT01-21	**MLA**	ElDorado National - CA	Arrivo 33' High-Floor Bus		
BT01-21	**MLB**	ElDorado National - CA	Arrivo 38' High-Floor Bus		
BT01-21	**MLC**	ElDorado National - CA	Arrivo 40' High-Floor Bus		
BT01-21	**MMA**	ElDorado National - CA	Axess 35’ Low-Floor Bus		
BT01-21	**MMB**	ElDorado National - CA	Axess 40’ Low-Floor Bus		
BT01-21	**MMC**	ElDorado National - CA	E-Z Rider II 30’ Low-Floor Bus		
BT01-21	**MMD**	ElDorado National - CA	E-Z Rider II 32’ Low-Floor Bus		
BT01-21	**MME**	ElDorado National - CA	E-Z Rider II 35’ Low-Floor Bus		
BT01-21	**MNA**	ElDorado National - CA	XHF 29’ High-Floor Bus (No CNG Option Available)		
BT01-21	**MNB**	ElDorado National - CA	XHF 32’ High-Floor Bus		
BT01-21	**MNC**	ElDorado National - CA	XHF 35’ High-Floor Bus		
BT01-21	**MND**	ElDorado National - CA	XHF 40’ High-Floor Bus		
BT01-21	**MPA**	ElDorado National - CA	Axess 35’ Low-Floor Bus (Hybrid)		
BT01-21	**MPB**	ElDorado National - CA	Axess 40’ Low-Floor Bus (Hybrid)		
BT01-21	**MSA**	ElDorado National - CA	Axess 35' Low-Floor Bus (Fuel Cell)		
BT01-21	**MSB**	ElDorado National - CA	Axess 40' Low-Floor Bus (Fuel Cell)		
BT01-21	**MTA**	ElDorado National - CA	Axess 35' Low-Floor Bus (Electric/Battery)		
BT01-21	**MTB**	ElDorado National - CA	Axess 40' Low-Floor Bus (Electric/Battery)		
BT01-21	**MUA**	ElDorado National - CA	Passport-HD 30’ Low-Floor Bus		
BT01-21	**MUB**	ElDorado National - CA	Passport-HD 35’ Low-Floor Bus		
BT01-21	**MPC**	ElDorado National - CA	E-Z Rider II 32’ Low-Floor Bus (Hybrid		
BT01-21	**MPD**	ElDorado National - CA	E-Z Rider II 35’ Low-Floor Bus (Hybrid)		
BT01-21	**NCA**	Elkhart Coach	EC-II, Type III, 25 Passenger-(Non ADA Compliant)		
BT01-21	**NCB**	Elkhart Coach	EC-II, Type III, 21 Passenger w/Rear Luggage-(Non ADA Compliant)		
BT01-21	**NCC**	Elkhart Coach	EC-II, Type III, 16 Passenger w/2-Wheelchair		
BT01-21	**NCD**	Elkhart Coach	EC-II, Type III, 20 Passenger w/2-Wheelchair		
BT01-21	**NCE**	Elkhart Coach	EC-II, Type III, 21 Passenger-(Non ADA Compliant)		
BT01-21	**NCF**	Elkhart Coach	EC-II, Type III, 16 Passenger w/Rear Luggage-(Non ADA Compliant)		
BT01-21	**NCG**	Elkhart Coach	EC-II, Type III, 14 Passenger-(Non ADA Compliant)		
BT01-21	**NCH**	Elkhart Coach	EC-II, Type III, 12 Passenger w/2-Wheelchair		
BT01-21	**NEA**	Elkhart Coach	EC-II, Type III, 14 Passenger w/Rear Luggage-(Non ADA Compliant)		
BT01-21	**OEA**	Freedom Motors	Dodge Grand Caravan SE 100"x31" lowered floor rear entry - 4-passanger w/2-Wheelchair		
BT01-21	**OEB**	Freedom Motors	Dodge Grand Caravan SE 60"x31" lowered floor rear entry - 4-passanger w/1-Wheelchair		
BT01-21	**OEC**	Freedom Motors	Toyota Sienna CE 60"x31" lowered floor rear entry - 4 passanger w/1-Wheelchair		
BT01-21	**PIA**	Gillig Corp.	30' Trolley Replica Bus		
BT01-21	**PIB**	Gillig Corp.	35' Trolley Replica Bus		
BT01-21	**PKA**	Gillig Corp.	Low Floor 35', Maximum Seating 32		
BT01-21	**PKB**	Gillig Corp.	Low Floor 40', Maximum Seating 40		
BT01-21	**PKC**	Gillig Corp.	Low Floor BRT 35'		
BT01-21	**PKD**	Gillig Corp.	Low Floor BRT 40'		
BT01-21	**PLA**	Gillig Corp.	High Floor Phantom 30', Maximum Seating 29		
BT01-21	**PLB**	Gillig Corp.	High Floor Phantom 35', Maximum Seating 37		
BT01-21	**PMA**	Gillig Corp.	Low Floor 29', Maximum Seating 28		
BT01-21	**PMB**	Gillig Corp.	Low Floor BRT 30'		
BT01-21	**PNA**	Gillig Corp.	High Floor Phantom 40', Maximum Seating 45		
BT01-21	**PPA**	Gillig Corp.	Low Floor HYBRID 30', Maximum Seating 28		
BT01-21	**PQA**	Gillig Corp.	Low Floor HYBRID 35', Maximum Seating 32		
BT01-21	**PQB**	Gillig Corp.	Low Floor HYBRID 40', Maximum Seating 40		
BT01-21	**QBA**	Glaval Bus	Primetime 350 Series - 8 Passenger w/2-Wheelchair		
BT01-21	**QBB**	Glaval Bus	Primetime 350 Series - 13 Passenger		

Contract No.	Base Product Code	Manufacturer	Description	Bid Price ($$$)	Buy Am. Yes or No
BT01-21	**QCA**	Glaval Bus	Universal Series - 16 Passenger w/2-Wheelchair		
BT01-21	**QCB**	Glaval Bus	Universal Series - 25 Passenger		
BT01-21	**QCC**	Glaval Bus	Titan II Series - 12 Passenger w/2-Wheelchair RL		
BT01-21	**QCE**	Glaval Bus	Universal Airporter Series - 10 Passenger w/2-Wheelchair RL		
BT01-21	**QCF**	Glaval Bus	Universal Airporter Series - 12 Passenger w/2-Wheelchair RL		
BT01-21	**QCG**	Glaval Bus	Universal Airporter Series - 12 Passenger w/2-Wheelchair FL		
BT01-21	**QCH**	Glaval Bus	Titan II Series - 14 Passenger w/2-Wheelchair		
BT01-21	**QCI**	Glaval Bus	Titan II Series - 20 Passenger		
BT01-21	**QCJ**	Glaval Bus	Commute 8 Passenger 2 Wheelchair		
BT01-21	**QCL**	Glaval Bus	Concorde II Series - 24 Passenger w/2-Wheelchair RL		
BT01-21	**QCN**	Glaval Bus	Entourage - 33 Passenger		
BT01-21	**QCO**	Glaval Bus	Entourage - 29 Passenger w/2-Wheelchair RL		
BT01-21	**QDA**	Glaval Bus	Entourage - 25 Passenger w/Luggage Rear		
BT01-21	**QDB**	Glaval Bus	Entourage - 29 Passenger w/Luggage Rear		
BT01-21	**QDE**	Glaval Bus	Legacy - 40 Passenger w Rear Luggage		
BT01-21	**RBA**	Goshen Coach	Pacer LS - 13 Passenger		
BT01-21	**RBB**	Goshen Coach	Pacer LS - 14 Passenger		
BT01-21	**RBC**	Goshen Coach	Pacer LS - 8 Passenger w/2-Wheelchair		
BT01-21	**RBD**	Goshen Coach	Pacer II - 13 Passenger		
BT01-21	**RBE**	Goshen Coach	Pacer II - 6 Passenger w/1-Wheelchair		
BT01-21	**RBF**	Goshen Coach	Pacer II - 8 Passenger w/2-Wheelchair		
BT01-21	**RCA**	Goshen Coach	Impulse- 25 Passenger		
BT01-21	**RCB**	Goshen Coach	Impulse- 12 Passenger w/2-Wheelchair		
BT01-21	**RCC**	Goshen Coach	Impulse- 16 Passenger w/2-Wheelchair		
BT01-21	**RCD**	Goshen Coach	Impulse- 21 Passenger		
BT01-21	**RGA**	Goshen Coach	G-Force - 16 Passenger w/2-Wheelchair		
BT01-21	**RGB**	Goshen Coach	G-Force - 22 Passenger w/2-Wheelchair		
BT01-21	**RGC**	Goshen Coach	G-Force - 24 Passenger w/2-Wheelchair		
BT01-21	**RGD**	Goshen Coach	G-Force - 25 Passenger		
BT01-21	**RGE**	Goshen Coach	G-Force - 28 Passenger		
BT01-21	**RGF**	Goshen Coach	G-Force - 30 Passenger		
BT01-21	**SHA**	IC Bus, LLC	PC105-20 Passenger		
BT01-21	**SHB**	IC Bus, LLC	PC105-24 Passenger		
BT01-21	**SHC**	IC Bus, LLC	PC105-22 Passenger w/ 2-Wheelchair or 28 Passengers		
BT01-21	**SHD**	IC Bus, LLC	PC105-28 Passenger		
BT01-21	**SHE**	IC Bus, LLC	PC105-28 Passenger w/2 wheelchair or 34 Passengers		
BT01-21	**SHF**	IC Bus, LLC	PC105-28 Passenger w/ 1 wheelchair or 36 Passengers		
BT01-21	**SHG**	IC Bus, LLC	PC105-32 Passenger		
BT01-21	**SHH**	IC Bus, LLC	PC105-36 Passenger		
BT01-21	**SHI**	IC Bus, LLC	PC105-34 Passenger w/2 wheelchair or 40		
BT01-21	**SHJ**	IC Bus, LLC	PC105-40 Passenger		
BT01-21	**SHK**	IC Bus, LLC	PC105-44 Passenger		
BT01-21	**SHL**	IC Bus, LLC	PC305-34 Passenger w/2 wheelchair or 40		
BT01-21	**SHM**	IC Bus, LLC	PC305-34 Passenger w/4 wheelchair or 40		
BT01-21	**SHN**	IC Bus, LLC	PC305-36 Passenger w/2 wheelchair or 40		
BT01-21	**SHO**	IC Bus, LLC	PC305-44 Passenger		
BT01-21	**SHP**	IC Bus, LLC	PC305-46 Passenger		
BT01-21	**SHQ**	IC Bus, LLC	PC305-48 Passenger		
BT01-21	**TXA**	MCI	D4000 Inmate Security Transportation Vehicle (ISTV) - Diesel		
BT01-21	**TXB**	MCI	D4000 - 40 foot Over-the-Road Commuter Coach - Diesel		
BT01-21	**TXC**	MCI	D4005 - 40 foot Over-the-Road Coach - Diesel		
BT01-21	**TXD**	MCI	D4500 - 45 foot Over-the-Road Commuter Coach - Diesel		
BT01-21	**TXE**	MCI	D4505 - 45 foot Over-the-Road Coach - Diesel		
BT01-21	**TXF**	MCI	J4500 - 45 foot Tour & Charter Coach - Diesel		
BT01-21	**TXG**	MCI	D4000 - 40 foot Over-the-Road Commuter Coach - CNG		
BT01-21	**TXH**	MCI	D4500 - 45 foot Over-the-Road Commuter Coach - CNG		
BT01-21	**TXI**	MCI	D45 CRT LE - 45 foot Accessible, Low Entry Over-the-Road Commuter Coach - Diesel		
BT01-21	**TXJ**	MCI	D45 CRTe LE - 45 foot Accessible, Low Entry Over-the-Road Commuter Coach - Electric		
BT01-21	**TXK**	MCI	D45 CRT - 45 foot Over-the-Road Commuter Coach - Diesel		
BT01-21	**TXL**	MCI	D45 CRTe - 45 foot Over-the-Road Commuter Coach - Electric		
BT01-21	**UCA**	Mid Bus Inc.	AT 24 Passenger		
BT01-21	**UDA**	Mid Bus Inc.	AT 28 Passenger		
BT01-21	**UDB**	Mid Bus Inc.	AT 20 Passenger, w/2-Wheelchair stations		
BT01-21	**VDA**	New Flyer	XD35 - 12 year/500,000 Diesel 35' Xcelsior w/ 2+ Wheelchair positions		
BT01-21	**VDB**	New Flyer	XD40 - 12 year/500,000 Diesel 40' Xcelsior w/ 2+ Wheelchair positions		

Contract No.	Base Product Code	Manufacturer	Description	Bid Price ($$$)	Buy Am. Yes or No
BT01-21	**VDC**	New Flyer	XD60 - 12 year/500,000, Diesel 60' Xcelsior w/ 2 Wheelchair positions		
BT01-21	**VNA**	New Flyer	XN35 - 12 year/500,000 CNG 35' Xcelsior w/2+ Wheelchair positions		
BT01-21	**VNB**	New Flyer	XN40 - 12 year/500,000 CNG 40' Xcelsior w/2+ Wheelchair positions		
BT01-21	**VNC**	New Flyer	XN60 - 12 year/500,00 CNG 60' Xcelsior w/ 2 Wheelchair positions		
BT01-21	**VYA**	New Flyer	XDE35 - 12 year/500,000 Diesel-Elec Hybrid 35' Xcelsior w/2+ Wheelchair positions		
BT01-21	**VYB**	New Flyer	XDE40 - 12 year/500,000 Diesel-Elec Hybrid 40' Xcelsior w/ 2+ Wheelchair positions		
BT01-21	**VYC**	New Flyer	XDE60 - 12 year/500,000, Diesel-Elec Hybrid 60' Xcelsior w/ 2 Wheelchair positions		
BT01-21	**VEA**	New Flyer	XE35 - 12 year/500,000, Electric 35' Xcelsior w/ 2 Wheelchair positions		
BT01-21	**VEB**	New Flyer	XE40 - 12 year/500,000, Electric 40' Xcelsior w/ 2 Wheelchair positions		
BT01-21	**VEC**	New Flyer	XE60 - 12 year/500,000, Electric 60' Xcelsior w/ 2 Wheelchair positions		
BT01-21	**VHB**	New Flyer	XHE40 - 12 year/500,000, Fuel Cell 40' Xcelsior w/ 2 Wheelchair positions		
BT01-21	**VHC**	New Flyer	XHE60 - 12 year/500,000, Fuel Cell 60' Xcelsior w/ 2 Wheelchair positions		
BT01-21	**WKA**	Nova Bus Corp	Transit Bus - "Low Floor" 35 ambulatory passenger seats w/2-Wheelchair		
BT01-21	**WQA**	Nova Bus Corp	Transit Bus - "Low Floor Hybrid" - 35+ ambulatory passenger w/2-Wheelchair		
BT01-21	**XTF**	Proterra, LLC	60 kW Shop Charger		
BT01-21	**XTG**	Proterra, LLC	125 kW Charger		
BT01-21	**XTH**	Proterra, LLC	35' low-floor Catalyst E2 Composite Body Battery Electric 440 kWh, 29 seated passengers with 2 ADA Positions		
BT01-21	**XTI**	Proterra, LLC	40' low-floor Catalyst E2 Composite Body Battery Electric 440 kWh, 40 seated passengers with 2 ADA Positions		
BT01-21	**XTJ**	Proterra, LLC	40' low-floor Catalyst E2 MAX Composite Body Battery Electric 660 kWh, 40 seated passengers with 2 ADA Positions		
BT01-21	**YIA**	Specialty Vehicles	FE Trolley - 26' F53 Gasoline		
BT01-21	**YIB**	Specialty Vehicles	FE Trolley - 30' F53 Gasoline		
BT01-21	**YIC**	Specialty Vehicles	FE Trolley - 32' F53 Gasoline		
BT01-21	**YID**	Specialty Vehicles	FE Trolley - 35' F53 Gasoline		
BT01-21	**YIE**	Specialty Vehicles	FE Trolley - 26' MB65 Diesel		
BT01-21	**YIF**	Specialty Vehicles	FE Trolley - 30' MB65 Diesel		
BT01-21	**YIG**	Specialty Vehicles	FE Trolley - 32' MB65 Diesel		
BT01-21	**YIH**	Specialty Vehicles	FE Trolley - 33' MB65 Diesel		
BT01-21	**YJA**	Specialty Vehicles	FE Trolley - 35' MB65 Diesel		
BT01-21	**YJB**	Specialty Vehicles	RE Trolley - 33' XBS Diesel		
BT01-21	**YJC**	Specialty Vehicles	RE Trolley - 37' XBS Diesel		
BT01-21	**YJD**	Specialty Vehicles	RE Low Floor Trolley - 29' XBA Diesel		
BT01-21	**YJE**	Specialty Vehicles	RE Low Floor Trolley - 34' XBA Diesel		
BT01-21	**YWA**	Specialty Vehicles	Eco Shuttle - 8 Passenger Electric Shuttle		
BT01-21	**YWB**	Specialty Vehicles	Eco Shuttle - 11 Passenger Electric Shuttle		
BT01-21	**YWC**	Specialty Vehicles	Eco Shuttle - 14 Passenger Electric Shuttle		
BT01-21	**YWD**	Specialty Vehicles	Eco Shuttle - 10 Passenger Electric Shuttle w/1-Wheelchair position		
BT01-21	**YWE**	Specialty Vehicles	Eco Shuttle Trailer - 14 Passenger		
BT01-21	**YWF**	Specialty Vehicles	Executive Tram Trailer - 9 Passenger		
BT01-21	**YWG**	Specialty Vehicles	Executive Tram Trailer - 12 Passenger		
BT01-21	**YWH**	Specialty Vehicles	Executive Tram Trailer - 15 Passenger		
BT01-21	**YWI**	Specialty Vehicles	Executive Tram Trailer - 21 Passenger		
BT01-21	**YWJ**	Specialty Vehicles	Tram Tow Tug Tractor - Gasoline Fueled		
BT01-21	**YWK**	Specialty Vehicles	Tram Tow Tug Tractor - Propane Fueled		
BT01-21	**YWL**	Specialty Vehicles	Tram Tow Tug Tractor - Diesel Fueled		
BT01-21	**YWM**	Specialty Vehicles	Metro Power Car - Gasoline		
BT01-21	**YWN**	Specialty Vehicles	Metro Power Car - Diesel (Hydrostatic Drive Only)		
BT01-21	**YWO**	Specialty Vehicles	Metro Power Car - Propane		
BT01-21	**YWP**	Specialty Vehicles	Metro Trailer - 28 Passenger		
BT01-21	**YWQ**	Specialty Vehicles	Cruiser Tram - 24' Gasoline		
BT01-21	**YWR**	Specialty Vehicles	Cruiser Tram - 24' Propane		
BT01-21	**YWS**	Specialty Vehicles	Cruiser Tram - 24' CNG		
BT01-21	**YWT**	Specialty Vehicles	Cruiser Tram - 27' Gasoline		
BT01-21	**YWU**	Specialty Vehicles	Cruiser Tram - 27' Propane		
BT01-21	**YWV**	Specialty Vehicles	Cruiser Tram - 27' CNG		
BT01-21	**YWX**	Specialty Vehicles	Safari Tram - 16' Body / 27' Tram Gasoline		
BT01-21	**YWY**	Specialty Vehicles	Safari Tram - 16' Body / 27' Tram Diesel		
BT01-21	**YWZ**	Specialty Vehicles	Safari Tram - 18' Body / 29' Tram Gasoline		
BT01-21	**YAA**	Specialty Vehicles	Safari Tram - 18' Body / 29' Tram Diesel		
BT01-21	**YAB**	Specialty Vehicles	Safari Tram - 20' Body / 31' Tram Gasoline		
BT01-21	**YAC**	Specialty Vehicles	Safari Tram - 20' Body / 31' Tram Diesel		
BT01-21	**YAD**	Specialty Vehicles	Mini Trolley - 23' ADA or Not		

Contract No.	Base Product Code	Manufacturer	Description	Bid Price ($$$)	Buy Am. Yes or No
BT01-21	**ZBA**	StarCraft Bus	20' Starlite- E350 8 Passenger w/2-Wheelchair		
BT01-21	**ZBB**	StarCraft Bus	20' Starlite- Transit 350 8 Passenger w/2-Wheelchair		
BT01-21	**ZBC**	StarCraft Bus	20' Starlite 10 Passenger w/1 -Wheelchair		
BT01-21	**ZBD**	StarCraft Bus	20' Starlite- 12 Passenger-(Non ADA Compliant)		
BT01-21	**ZBE**	StarCraft Bus	20' Starlite - Transit 350 13 Passenger-(Non ADA Compliant)		
BT01-21	**ZCA**	StarCraft Bus	22' Allstar 12 Passenger w/2-Wheelchair, E-350		
BT01-21	**ZCB**	StarCraft Bus	22' Allstar 12 Passenger w/2-Wheelchair, E-450		
BT01-21	**ZCC**	StarCraft Bus	22' Allstar 21 Passenger E-450-(Non ADA Compliant)		
BT01-21	**ZCD**	StarCraft Bus	24' Allstar 12 Passenger w/2-Wheelchair, E-450		
BT01-21	**ZCE**	StarCraft Bus	25' Allstar 16 Passenger w/2-Wheelchair, E-450		
BT01-21	**ZCF**	StarCraft Bus	26' Allstar 16 Passenger w/2-Wheelchair, E-450		
BT01-21	**ZCG**	StarCraft Bus	25' Allstar 16 Passenger w/2-Wheelchair		
BT01-21	**ZCH**	StarCraft Bus	25' Allstar RF 12 Passenger w/3-Wheelchair		
BT01-21	**ZCI**	StarCraft Bus	25' Allstar RF 18 Passenger w/5-Wheelchair		
BT01-21	**ZGA**	StarCraft Bus	Allstar XL 550-213 - 20 Passenger w/2-Wheelchair		
BT01-21	**ZGB**	StarCraft Bus	Allstar XL 550-234 - 24 Passenger w/2-Wheelchair		
BT01-21	**ZGC**	StarCraft Bus	Allstar XL 550-234 - 30 Passenger-(Non ADA Compliant)		
BT01-21	**ZGD**	StarCraft Bus	Allstar XL INT TC - 32 Passenger w/2-Wheelchair		
BT01-21	**ZGE**	StarCraft Bus	Allstar XL INT TC - 36 Passenger w/2-Wheelchair		
BT01-21	**ZGF**	StarCraft Bus	Allstar XL INT TC- Book Mobile-(Non ADA Compliant)		
BT01-21	**ZGG**	StarCraft Bus	Allstar XL INT TC- Prisoner Transport-(Non ADA Compliant)		
BT01-21	**ZGH**	StarCraft Bus	Allstar XL INT TC- Book Mobile-(Non ADA Compliant)		
BT01-21	**ZGI**	StarCraft Bus	Allstar XL INT TC- Prisoner Transport-(Non ADA Compliant)		
BT01-21	**AABA**	StarTrans Bus	Candidate II - E350 8 Passengers w/2-Wheelchair spaces		
BT01-21	**AABB**	StarTrans Bus	Candidate II - Transit T350 8 Passengers w/2-Wheelchiar spaces		
BT01-21	**AABC**	StarTrans Bus	Candidate II - E350 13 Passengers-(Non ADA Compliant)		
BT01-21	**AABD**	StarTrans Bus	Candidate II - Transit 350 13 Passengers-(Non ADA Compliant)		
BT01-21	**AACA**	StarTrans Bus	Senator II- 12 Passengers and 2-Wheelchair spaces		
BT01-21	**AACB**	StarTrans Bus	Senator II- 16 Passengers and 2-Wheelchair spaces		
BT01-21	**AACC**	StarTrans Bus	Senator II- 14 Passengers-(Non ADA Compliant)		
BT01-21	**AACD**	StarTrans Bus	Senator II- 25 Passengers-(Non ADA Compliant)		
BT01-21	**AAGA**	StarTrans Bus	Senator HD F550- 24 Passengers and 2-Wheelchair spaces		
BT01-21	**AAGB**	StarTrans Bus	Senator HD F550- 33 Passengers-(Non ADA Compliant)		
BT01-21	**AAGC**	StarTrans Bus	PS2-Freightliner- 32 Passengers and 2-Wheelchair spaces		
BT01-21	**AAGD**	StarTrans Bus	PS2-Freightliner- 41 Passenger-(Non ADA Compliant)		
BT01-21	**BBWA**	Trams International	Model 1005, 33-Passenger Tram Trailer		
BT01-21	**BBWB**	Trams International	Model 2103, 21-Passenger, 4-Wheel Steer Tram Trailer		
BT01-21	**BBWC**	Trams International	Model 2104, 28-Passenger, 4-Wheel Steer Tram Trailer		
BT01-21	**BBWD**	Trams International	Model 2105, 35-Passenger, 4-Wheel Steer Tram Trailer		
BT01-21	**BBWE**	Trams International	Model 2203, 21-Passenger, 4-Wheel Steer Tram Trailer (all forward facing)		
BT01-21	**BBWF**	Trams International	Model 2204, 28-Passenger, 4-Wheel Steer Tram Trailer (all forward facing)		
BT01-21	**BBWG**	Trams International	Model 2205, 35-Passenger, 4-Wheel Steer Tram Trailer (all forward facing)		
BT01-21	**BBWH**	Trams International	Model 3000L, Low Floor Trolley Power Car, 22-Passenger, Gasoline		
BT01-21	**BBWI**	Trams International	Model 3000L, Low Floor Trolley Power Car, 22-Passenger, Diesel		
BT01-21	**BBWJ**	Trams International	Model 3000L, Low Floor Trolley Power Car, 22-Passenger, Propane		
BT01-21	**BBWK**	Trams International	Model 3103, 21-Passenger, 4-Wheel Steer Trolley Tram Trailer		
BT01-21	**BBWL**	Trams International	Model 3104, 28-Passenger, 4-Wheel Steer Trolley Tram Trailer		
BT01-21	**BBWM**	Trams International	Model 3105, 35-Passenger, 4-Wheel Steer Trolley Tram Trailer		
BT01-21	**BBWN**	Trams International	Model 3205L, Low Floor Trolley Tram Trailer, 25-Passenger		
BT01-21	**BBWO**	Trams International	Model 3203, 21-Pass., 4-Wheel Steer Trolley Tram Trailer (all forward facing)		
BT01-21	**BBWP**	Trams International	Model 3204, 28-Pass., 4-Wheel Steer Trolley Tram Trailer (all forward facing)		
BT01-21	**BBWQ**	Trams International	Model 3205, 35-Pass., 4-Wheel Steer Trolley Tram Trailer (all forward facing)		
BT01-21	**BBWR**	Trams International	Model 6000G,Gas Powered,18-Passenger Tram Power Car		
BT01-21	**BBWS**	Trams International	Model 6000P,Propane Powered,18-Passenger Tram Power Car		
BT01-21	**BBWT**	Trams International	Model 6000D,Diesel Powered,18-Passenger Tram Power Car		
BT01-21	**BBWU**	Trams International	Model 9000 GPC, Gas Powered Tow Tractor		
BT01-21	**BBWV**	Trams International	Model 9000 DPC, Diesel Powered Tow Tractor		
BT01-21	**BBWW**	Trams International	Model 9000 PPC, Propane Powered Tow Tractor		
BT01-21	**BBWX**	Trams International	Model 9000 E, Electric Powered Tow Tractor		
BT01-21	**BBWY**	Trams International	Model 9000 ET, Electric Trolley Powered Tow Tractor		
BT01-21	**BBWZ**	Trams International	Model 9000 GT, Gasoline Powered Trolley Tow Tractor		
BT01-21	**BBWAA**	Trams International	Model 9000 DT, Diesel Powered Trolley Tow Tractor		
BT01-21	**BBWAB**	Trams International	Model 9000 PT, Propane Powered Trolley Tow Tractor		
BT01-21	**CCWA**	Tug Technologies	Tram Tow Tug - Gasoline		
BT01-21	**CCWB**	Tug Technologies	Tram Tow Tug - Diesel		
BT01-21	**CCWC**	Tug Technologies	Tram Tow Tug - Propane		

Contract No.	Base Product Code	Manufacturer	Description	Bid Price ($$$)	Buy Am. Yes or No
BT01-21	**CCWD**	Tug Technologies	Tram Tow Tug - Electric		
BT01-21	**DDBA**	Turtle Top	Van Terra - 9 Passengers w/1 wheelchair		
BT01-21	**DDCA**	Turtle Top	Odyssey - 12 Passengers w/2 wheelchairs		
BT01-21	**DDCB**	Turtle Top	Odyssey XL FD - 20 Passengers w/2-Wheelchair space		
BT01-21	**DDCC**	Turtle Top	Odyssey XL S2C - 20 Passengers w/2 wheelchairs		
BT01-21	**DDCD**	Turtle Top	21' Vanterra 14 Passenger-(Non ADA Compliant)		
BT01-21	**DDDA**	Turtle Top	23' Terra Transit - 8 Passenger w/3-Wheelchair		
BT01-21	**DDDB**	Turtle Top	23' Terra Transit 12 Passenger w/2-Wheelchair, E-350		
BT01-21	**DDDC**	Turtle Top	23' Terra Transit 12 Passenger w/2-Wheelchair, E-450		
BT01-21	**DDDD**	Turtle Top	23' Terra Transit 21 Passenger E-450-(Non ADA Compliant)		
BT01-21	**DDDE**	Turtle Top	23' Terra Transit 12 Passenger w/2-Wheelchair, E-450		
BT01-21	**DDDF**	Turtle Top	26' Terra Transit 16 Passenger w/2-Wheelchair, E-450		
BT01-21	**DDDG**	Turtle Top	26' Terra Transit 16 Passenger w/2-Wheelchair, E-450		
BT01-21	**DDDH**	Turtle Top	26' Terra Transit 16 Passenger w/2-Wheelchair		
BT01-21	**DDDI**	Turtle Top	26' Terra Transit 12 Passenger w/3-Wheelchair		
BT01-21	**DDDJ**	Turtle Top	26' Terra Transit 18 Passenger w/5-Wheelchair		
BT01-21	**DDEA**	Turtle Top	Terra Transit XL F550 - 20 Passenger w/2-Wheelchair		
BT01-21	**DDEB**	Turtle Top	Terra Transit XL F550 - 24 Passenger w/2-Wheelchair		
BT01-21	**DDEC**	Turtle Top	Terra Transit XL F550 - 30 Passenger-(Non ADA Compliant)		
BT01-21	**DDED**	Turtle Top	Terra Transit XL F550 - 32 Passenger-(Non ADA Compliant)		
BT01-21	**DDHL**	Turtle Top	Odyssey 16 Passengers w/ 2 wheelchairs		
BT01-21	**DDHM**	Turtle Top	Odyssey 25 Passengers - NON ADA		
BT01-21	**DDHN**	Turtle Top	Odyssey 21 Passengers with rear luggage - NON ADA		
BT01-21	**DDIA**	Turtle Top	Odyssey XL FD 20 Passengers w/ 2 wheelchairs		
BT01-21	**DDIB**	Turtle Top	Odyssey XL FD 24 Passengers w/ 2 wheelchairs		
BT01-21	**DDIC**	Turtle Top	Odyssey XL FD - 29 Passengers - NON ADA		
BT01-21	**DDID**	Turtle Top	Terra Transit 12 Passengers w/ 2 wheelchairs		
BT01-21	**DDIE**	Turtle Top	Terra Transit 16 Passengers w/ 2 wheelchairs		
BT01-21	**DDIF**	Turtle Top	Terra Transit 25 Passengers - NON ADA		
BT01-21	**DDIG**	Turtle Top	Terra Transit 21 Passengers with rear luggage - NON ADA		
BT01-21	**DDIH**	Turtle Top	Terra Transit 24 Passengers with rear luggage - NON ADA		
BT01-21	**DDII**	Turtle Top	Terra Transit XL FD 20 Passengers w/ 2 wheelchairs		
BT01-21	**DDIJ**	Turtle Top	Terra Transit XL FD 24 Passengers w/ 2 wheelchairs		
BT01-21	**DDIK**	Turtle Top	Terra Transit XL FD 29 Passengers - NON ADA		
BT01-21	**DDJA**	Turtle Top	Terra Transit XL FD 29 Passengers with rear luggage - NON ADA		
BT01-21	**DDJB**	Turtle Top	Odyssey XL S2C 24 Passengers w/ 2 wheelchairs		
BT01-21	**DDJC**	Turtle Top	Odyssey XL S2C 28 Passengers w/ 2 wheelchairs		
BT01-21	**DDJD**	Turtle Top	Odyssey XL S2C 32 Passengers w/ 2 wheelchairs		
BT01-21	**DDJE**	Turtle Top	Odyssey XL S2C 35 Passengers - NON ADA		
BT01-21	**DDJF**	Turtle Top	Odyssey XL S2C 35 Passengers with rear luggage - NON ADA		
BT01-21	**FFAA**	Driverge	Ford Transit 150 Medium Roof with 4 passengers and 1 Wheelchair Position. ADA compliant		
BT01-21	**FFAB**	Driverge	Ford Transit 350 Medium Roof with 2 Wheelchair Position, 6 passengers with sliding door. ADA compliant.		
BT01-21	**FFEA**	Driverge	Ford Transit Connect Mini Van with Rear-Entry Ramp . Not FTA compliant. ADA compliant.		
BT01-21	**FFEB**	Driverge	Toyota Sienna Mini Van with Rear-Entry Ramp Non FTA compliant.ADA Compliant		
BT01-21	**FFEC**	Driverge	Dodge Grand Caravan Mini Van With Rear-Entry Ramp, 1 wheelchair ADA Compliant		
BT01-21	**FFED**	Driverge	Chrysler Pacifica Mini Van with Rear-Entry Ramp ADA Compliant		
BT01-21	**FFAC**	Driverge	Ram Pro-Master 2500 High Roof with 1 Wheelchair Position ADA Compliant. Non FTA compliant		
BT01-21	**FFAD**	Driverge	Ford Transit 150 Medium Roof Side Lift-Shift/step 4 passengers and 1 Wheelchair Position. ADA compliant		
BT01-21	**FFAE**	Driverge	Ford Transit 350 Medium Roof Side Lift-Shift/step 6 passengers and 2 Wheelchair Position. ADA compliant		
BT01-21	**FFAF**	Driverge	Ford Transit 250 with Crew Van Package-(Non ADA Compliant)		
BT01-21	**FFAG**	Driverge	Ford Transit 350 Medium Roof with Prisoner Transport Package-(Non ADA Compliant)		
BT01-22	**FFAH**	Driverge	Ford Transit 350 Medium Roof with Prisoner Tranport Package & 1 Wheelchair		
BT01-23	**FFAI**	Driverge	Ford Transit 350 High Roof EL- Side Lift-Shift/Step 8 Passengers & 2 Wheelchairs		

Contract No.	Base Product Code	Manufacturer	Description	Bid Price ($$$)	Buy Am. Yes or No
BT01-21	FFAJ	Driverge	Ford Transit 350 HDEL 12, passenger with bus door. (Non ADA Compliant) (Non ADA Compliant)		
BT01-22	FFAK	Driverge	Ford Transit High Roof EL with Side lift- Curbsmart Entrance 4 Passenger & 2 Wheelchairs, ADA Compliant		
BT01-21	FFAL	Driverge	Ram Pro-Master 2500 High Roof 12 passenger shuttle, Not FTA compliant.		
BT01-21	FFAM	Driverge	Mercedes Smartliner 15 passenger with partition, Not FTA compliant.		
BT01-21	FFAN	Driverge	Mercedes Smartliner WAV, 2 wheelchair positions ADA Compliant, Not FTA compliant.		
BT01-21	FFAO	Driverge	Mercedes Metris WAV, 1 wheelchair position, ADA compliant, not FTA compliant		
BT01-21	FFAP	Driverge	Mercedes Metris Business Liner Mobile Office, not FTA Compliant		
BT01-21	FFEA	Driverge	Chrysler Voyager Mini Van with Rear-Entry Ramp, 2 wheel, ADA compliant		
BT01-21	FFAQ	Driverge	Ford Transit 350 HDEL 8, passenger with bus door, 2 wheelchair positions ADA compliant		
BT01-21	GGXA	CAIO	G3400 - 38 Passenger motor coach w/ restroom		
BT01-21	GGXB	CAIO	G3400 - 38 Passenger motor coach w/ restroom - ADA		
BT01-21	GGXC	CAIO	G3600 - 56 Passenger motor coach w/ restroom		
BT01-21	GGXD	CAIO	G3600 - 56 Passenger motor coach w/ restroom - ADA		
BT01-21	HHTA	BYD Motors, Inc.	K9M- 40' Low Floor Electric/Battery Bus, 324 kWh Iron phospahate batteries, 35-41 seated passengers w/2-Wheelchair. With Dual Coupler 80kW (2x40kW) Depot Charger, 160+ mile Range		
BT01-21	HHTB	BYD Motors, Inc.	K7- 30' Low Floor Electric/Battery Bus, 197kWh Iron phosphate batteries, 22 seated passengers w/2-Wheelchair. With Dual Coupler 80kW (2x40kW) Depot Charger, 136+ mile range		
BT01-21	HHTC	BYD Motors, Inc.	K9S- 35' Low Floor Electric/Battery Bus, 270kWh Iron Phosphate Batteries, 32 seat passengers w/2-Wheelchair With Dual Coupler 80kW (2x40kW) Depot Charger, 145+ mile Range		
BT01-21	HHTD	BYD Motors, Inc.	K11M- 60' Articulated 3 Door Low Floor Electric/Battery Bus, 591kWh Iron Phosphate Batteries, 55 seat passengers, w/2-Wheelchair, With Dual Coupler 200kW (2x100kW) Depot Charger, 200+mile range		
BT01-21	HHTE	BYD Motors, Inc.	K11M- 60' Articulated 5 Door Low Floor Electric/Battery Bus, 591kWh Iron Phosphate Batteries, 47 seat passengers, w/2-Wheelchair With Dual Coupler 200kW (2x100kW) Depot Charger, 200+ mile range		
BT01-21	HHTF	BYD Motors, Inc.	C6 - 23' Electric/Battery Coach, 135kWh Iron Phosphate Battery, Up to 20 seats, with option up to 2 ADA areas, With 100kW Depot Charger, 130+ mile range		
BT01-21	HHTG	BYD Motors, Inc.	C9- 40' Electric/Battery Over-The-Road Coach, 365kWh Iron Phosphate Battery, 49 passenger seats, with option up to 2 ADA Areas, optional Restroom, With Dual Coupler 200kW (2x100kW) Depot Charger, 155+mile range		
BT01-21	HHTH	BYD Motors, Inc.	C10-45' Electric/Battery Over-The-Road Coach, 394kWh Iron Phosphate Battery, 55 passenger seats, with option up to 2 ADA Areas, optional restroom, With Dual Coupler 200kW (2x100kW) Depot Charger, 200+ mile range		
BT01-21	HHTI	BYD Motors, Inc.	K10MR-45' Low Floor Electic/Battery Bus, 290kWh Iron Phosphate Batteries, 125+mile range, With Dual Coupler 80kW (2x40kW) Depot Charger		
BT01-21	HHTJ	BYD Motors, Inc.	C10MS-45' Double Deck Bus, 540kWh Iron Phosphate Batteries, 79 seated passenger, 2 wheelchair , Optional Restroom, With Dual Coupler 200kW (2x100kW) Depot Charger, 240+mile range		
BT01-21	HHTK	BYD Motors, Inc.	T3, (Electric) Low Floor Purpose built paratransit vehicle with ramp, minimum 3 ambulatory and 1-wheelchair passenger, 6,600 lbs GVWR, with 43kWh Iron Phosphate Battery, With 40kW Depot Charger 136+ mile range		
BT01-21	IICA	Berkshire Coach	Ultra Type 3 12 Passenger w/ 2 Wheelchair		
BT01-21	IICB	Berkshire Coach	Ultra Type 3 14 Passenger w/ rear luggage-(Non ADA Compliant)		
BT01-21	IICC	Berkshire Coach	Ultra Type 3 16 Passenger w/ 2 Wheelchair		
BT01-21	IICD	Berkshire Coach	Ultra Type 3 23 Passenger w/ rear luggage-(Non ADA Compliant)		
BT01-21	IICE	Berkshire Coach	Ultra Type 3 26 Passenger-(Non ADA Compliant)		
BT01-21	IIGA	Berkshire Coach	Ultra F550 24 Passenger w/ 2 Wheelchair		
BT01-21	IIGB	Berkshire Coach	Ultra F550 31 Passenger-(Non ADA Compliant)		
BT01-21	IIGC	Berkshire Coach	Ultra Freightliner 34 Passenger w/ 2 Wheelchairs		
BT01-21	IIGD	Berkshire Coach	Ultra Freightliner 43 Passenger-(Non ADA Compliant)		
BT01-21	JJAA	Lonestar HCV, LLC	Lonestar Ford Transit 8 passenger 2 Wheelchair Slide Door		
BT01-21	JJAB	Lonestar HCV, LLC	Lonestar Ford Transit 8 passenger 2 Wheelchair Bus Door		
BT01-21	JJFA	Lonestar HCV, LLC	Lonestar Promaster 1500 7 passenger 2 Wheelchair- Low Floor		

Contract No.	Base Product Code	Manufacturer	Description	Bid Price ($$$)	Buy Am. Yes or No
BT01-21	**JJFB**	Lonestar HCV, LLC	Lonestar Promaster 3500 10 passenger 2 Wheelchair- Low Floor		
BT01-21	**KKAA**	Metro Worldwide, LLC	Metro Link, E450, 24SH, 14 Passenger (NON ADA)		
BT01-21	**KKAB**	Metro Worldwide, LLC	Metro Link, E450, 24SH, 14 Passenger w/ Rear Luggage (NON ADA)		
BT01-21	**KKAC**	Metro Worldwide, LLC	Metro Link, E450, 24SH, 17 Passenger (NON ADA)		
BT01-21	**KKAD**	Metro Worldwide, LLC	Metro Link, E450, 24SH, 17 Passenger w/ Rear Luggage (NON ADA)		
BT01-21	**KKAE**	Metro Worldwide, LLC	Metro Link, E450, 24SH, 14 Passenger Perimeter Seating w/ Interior Luggage (NON ADA)		
BT01-21	**KKAF**	Metro Worldwide, LLC	Metro Link, E450, 24WC, 12 Passenger w/ 2 Wheelchairs		
BT01-21	**KKAG**	Metro Worldwide, LLC	Metro Link, E450, 24WC, 12 Passenger w/ 2 Wheelchairs		
BT01-21	**KKAH**	Metro Worldwide, LLC	Metro Link, E450, 24WC, Flat Floor, 6 Passenger w/ 4 Wheelchairs		
BT01-21	**KKAI**	Metro Worldwide, LLC	Metro Link, E450, 24WC, Flat Floor, Front Lift 6 Passenger w/ 3 Wheelchairs		
BT01-21	**KKAJ**	Metro Worldwide, LLC	Metro Link, E450, 24WC, 9 Passenger Perimeter w/ 2 Wheelchairs & Inerior Luggage		
BT01-21	**KKAK**	Metro Worldwide, LLC	Metro Link, E450, 28SH, 21 Passenger w/ Rear Luggage (NON ADA)		
BT01-21	**KKAL**	Metro Worldwide, LLC	Metro Link, E450, 28SH, 25 Passenger (NON ADA)		
BT01-21	**KKAM**	Metro Worldwide, LLC	Metro Link, E450, 28SH, 25 Passenger w/ Rear Luggage (NON ADA)		
BT01-21	**KKAN**	Metro Worldwide, LLC	Metro Link, E450, 28WC, 16 Passenger w/ 2 Wheelchairs		
BT01-21	**KKAO**	Metro Worldwide, LLC	Metro Link, E450, 28WC, 18 Passenger w/ 2 Wheelchairs		
BT01-21	**KKAP**	Metro Worldwide, LLC	Metro Link, E450, 28WC, Front Lift, 13 Passenger w/ 2 Wheelchairs w/ Rear Luggage		
BT01-21	**KKBA**	Metro Worldwide, LLC	Metro Link, E450, 28WC, Flat Floor, Front Lift, 8 Passenger w/ 4 Wheelchairs		
BT01-21	**LLEA**	FR Conversions	Dodge Grand Caravan SE 4-passanger w/2-Wheelchair		
BT01-21	**LLEB**	FR Conversions	Dodge Grand Caravan SE 5-passanger w/1-Wheelchair		
BT01-21	**LLEC**	FR Conversions	Toyota Sienna 5 passanger w/1-Wheelchair		
BT01-21	**LLED**	FR Conversions	Toyota Sienna 4 passanger w/2-Wheelchair		
BT01-21	**LLFA**	FR Conversions	Dodge Promaster 5 passenger w/4 Wheelchair-rear lift		
BT01-21	**LLFB**	FR Conversions	Dodge Promaster 8 passenger w/2 Wheelchair with flip seats- rear lift		
BT01-21	**LLFC**	FR Conversions	Dodge Promaster 10 passenger w/ 1 Wheelchair side lift		
BT01-21	**LLFD**	FR Conversions	Dodge ProMaster 10 passenger w/ 2 Wheelchair with flip seats-side lift		
BT01-21	**LLFE**	FR Conversions	Dodge Promaster 12 passenger shuttle w/ cargo partion		
BT01-21	**LLFF**	FR Conversions	Dodge Promaster 15 passenger shuttle		
BT01-21	**LLFG**	FR Conversions	Ford Transit 4 passenger w/ 2 wheelchair- rear lift		
BT01-21	**MMAA**	Mobility Trans	Ford Transit 350, Medium Roof w/ 1 wheelchair		
BT01-21	**MMAB**	Mobility Trans	Ford Transit 350, High Roof w/ 1 wheelchair		
BT01-21	**MMAC**	Mobility Trans	Ford Transit 350HD, High Roof w/ 1 wheelchair		
BT01-21	**MMAD**	Mobility Trans	Ford Transit 350, High Roof 14 Passenger - NON ADA		
BT01-21	**MMAE**	Mobility Trans	Ford Transit 350HD, High Roof 14 Passenger - NON ADA		
BT01-21	**MMAF**	Mobility Trans	Ford Transit 250, Medium Roof Prisoner Transport - NON ADA		
BT01-21	**MMAG**	Mobility Trans	Ford Transit 250, Medium Roof Prisoner Transport - 10 P or 6P + 1 WC		
BT01-21	**PPAA**	Collins Bus	Collins LF, Non-Kneeling 8 Passenger w/ 1 wheelchair		
BT01-21	**PPAB**	Collins Bus	Collins LF, Non-Kneeling 7 Passenger w/ 2 wheelchairs		
BT01-21	**PPAC**	Collins Bus	Collins LF, Non-Kneeling 6 Passenger w/ 3 wheelchairs		
BT01-21	**PPAD**	Collins Bus	Collins LF, Non-Kneeling 10 Passengers - NON ADA		
BT01-21	**PPAE**	Collins Bus	Collins Transport, 8 Passenger w/ 1 wheelchair		
BT01-21	**PPAF**	Collins Bus	Collins Transport, 14 Passenger - NON ADA		
BT01-21	**PPAG**	Collins Bus	Collins Transport, 14 Passenger with rear luggage - NON ADA		
BT01-21	**QQAA**	REV MOBILITY INC	Revability/ElDorado Mobility Advantage MVP SE		
BT01-21	**QQAB**	REV MOBILITY INC	Revability Advantage RE (Caravan)		
BT01-21	**QQAC**	REV MOBILITY INC	Revability Advantage RE (Hybrid Pacifica)		
BT01-21	**RRAA**	GreenPower Bus	EV STAR 19 Passenger Electric Bus		
BT01-21	**RRAB**	GreenPower Bus	EV STAR 15 Passenger + 2 Wheelchairs		
BT01-21	**RRAC**	GreenPower Bus	EV STAR+ 18 Passenger + 2 Wheelchairs		
BT01-21	**RRAD**	GreenPower Bus	EV STAR+ 23 Passenger		
BT01-21	**RRAE**	GreenPower Bus	EV STAR CARGO - 1 Passenger Cargo Van		
BT01-21	**RRAF**	GreenPower Bus	EV STAR CARGO - 2 Passenger Box Truck		
BT01-21	**RRNA**	GreenPower Bus	SYNAPSE 48 Passenger High Floor Electric Shuttle Bus		
BT01-21	**RRSA**	GreenPower Bus	EV350 40 Passenger Low Floor Electric Bus		
BT01-21	**RRRA**	GreenPower Bus	EV550 100 Passenger Double Decker Electric Bus		
BT01-21	**SSAA**	Revability REV GROUP	Revability MVP SE		
BT01-21	**SSAB**	Revability REV GROUP	Revability COTVAN RE		
BT01-21	**SSAC**	Revability REV GROUP	Revability ADVANTAGE RE		
BT01-21	**SSAD**	Revability REV GROUP	Revability ADVANTAGE SE		
BT01-21	**SSAE**	Revability REV GROUP	Revability ADVANTAGE 1500		

Contract No.	Base Product Code	Manufacturer	Description	Bid Price ($$$)	Buy Am. Yes or No
BT01-21	**SSAF**	Revability REV GROUP	Revability ADVANTAGE 2500		
BT01-21	**TTAA**	Thomas Built Buses	Minotour / 041LS: 9 Passenger -- NON ADA		
BT01-21	**TTAB**	Thomas Built Buses	Minotour / 041MN: 14 Passenger -- NON ADA		
BT01-21	**TTAC**	Thomas Built Buses	Minotour / 051MN: 14 Passenger With Wheel Chair Options -- NON ADA		
BT01-21	**TTAD**	Thomas Built Buses	C2 / 161TS: 26 Passenger With Wheel Chair Options		
BT01-21	**TTAE**	Thomas Built Buses	C2 / 170TS: 26 Passenger With Wheel Chair Options		
BT01-21	**TTAF**	Thomas Built Buses	C2 / 191TS: 32 Passenger With Wheel Chair Options		
BT01-21	**TTAG**	Thomas Built Buses	C2 / 221TS: 36 Passenger With Wheel Chair Options		
BT01-21	**TTAH**	Thomas Built Buses	C2 / 251TS: 40Passenger With Wheel Chair Options		
BT01-21	**TTAI**	Thomas Built Buses	C2 / 281TS: 46 Passenger With Wheel Chair Options		
BT01-21	**TTAJ**	Thomas Built Buses	C2 / 310TS: 48 Passenger With Wheel Chair Options		
BT01-21	**TTAK**	Thomas Built Buses	C2 / 311TS: 50 Passenger With Wheel Chair Options		
BT01-21	**TTAL**	Thomas Built Buses	C2 / 340TS: 54 Passenger With Wheel Chair Options		
BT01-21	**TTAM**	Thomas Built Buses	C2 / 341TS: 54 Passenger With Wheel Chair Options		
BT01-21	**TTAN**	Thomas Built Buses	EFX / 0918N: 34 Passenger With Wheel Chair Options		
BT01-21	**TTAO**	Thomas Built Buses	EFX / 1118N: 38 Passenger With Wheel Chair Options		
BT01-21	**TTBA**	Thomas Built Buses	EFX / 1318N: 42 Passenger With Wheel Chair Options		
BT01-21	**TTBB**	Thomas Built Buses	EFX / 1418N: 52 Passenger With Wheel Chair Options		
BT01-21	**TTBC**	Thomas Built Buses	HDX / 110YN: 36 Passenger With Wheel Chair Options		
BT01-21	**TTBD**	Thomas Built Buses	HDX / 120YN: 38 Passenger With Wheel Chair Options		
BT01-21	**TTBE**	Thomas Built Buses	HDX / 130YN: 40 Passenger With Wheel Chair Options		
BT01-21	**TTBF**	Thomas Built Buses	HDX / 140YN: 52 Passenger With Wheel Chair Options		
BT01-21	**TTBG**	Thomas Built Buses	HDX / 141YN: 52 Passenger With Wheel Chair Options		
BT01-21	**UUAA**	New England Wheels	Frontrunner, 22' Gasoline 12 Passenger w/ 1 wheelchair		
BT01-21	**UUAB**	New England Wheels	Frontrunner, 22' Gasoline 10 Passenger w/ 2 wheelchairs		
BT01-21	**UUAC**	New England Wheels	Frontrunner, 22' Gasoline 8 Passenger w/ 3 wheelchairs		
BT01-21	**UUAD**	New England Wheels	Frontrunner, 22' Gasoline 14 passenger - NON ADA		
BT01-21	**VVAA**	Master's Specialty Vehicles, LLC	Ford Transit 150 Medium Roof with 4 passengers and 1 Wheelchair Position. ADA compliant		
BT01-21	**VVAB**	Master's Specialty Vehicles, LLC	Ford Transit 350 Medium Roof with 2 Wheelchair Position, 6 passengers with sliding door. ADA compliant.		
BT01-21	**VVAC**	Master's Specialty Vehicles, LLC	Ford Transit Connect Mini Van with Rear-Entry Ramp . Not FTA compliant. ADA compliant.		
BT01-21	**VVAD**	Master's Specialty Vehicles, LLC	Dodge Grand Caravan Mini Van With Rear-Entry Ramp, 1 wheelchair ADA Compliant * subject to availability		
BT01-21	**VVAE**	Master's Specialty Vehicles, LLC	Chrysler Pacifica Mini Van with Rear-Entry Ramp ADA Compliant		
BT01-21	**VVAF**	Master's Specialty Vehicles, LLC	Ram Pro-Master 1500 Low Roof with 1 Wheelchair Position, 6 passengers, Non-ADA Compliant, Non FTA compliant		
BT01-21	**VVAG**	Master's Specialty Vehicles, LLC	Ram Pro-Master 2500 High Roof with 1 Wheelchair Position ADA Compliant. Non FTA compliant		
BT01-21	**VVAH**	Master's Specialty Vehicles, LLC	Ford Transit 350 Medium Roof with Prisoner Transport Package-(Non ADA)		
BT01-21	**VVAI**	Master's Specialty Vehicles, LLC	Ford Transit 350 HDEL 12, passenger with bus door. (Non ADA)		
BT01-21	**VVAJ**	Master's Specialty Vehicles, LLC	Ram Pro-Master Low Roof 9 passenger shuttle, Non-FTA compliant		
BT01-21	**VVAK**	Master's Specialty Vehicles, LLC	Ram Pro-Master 2500 High Roof 12 passenger shuttle, Not FTA compliant.		
BT01-21	**VVEA**	Master's Specialty Vehicles, LLC	Dodge Grand Caravan Mini Van with Rear-Entry Ramp, 2 wheelchair positions, ADA compliant * subject to availability		
BT01-21	**VVEB**	Master's Specialty Vehicles, LLC	Ford Transit 350 HDEL 8, passenger with bus door, 2 wheelchair positions ADA compliant		
BT01-21	**WWAA**	Nor-Cal Vans	Ford Transit 350, Medium Roof, 8 passengers, w/ 1 wheelchair - ADA Compliant		
BT01-21	**WWAB**	Nor-Cal Vans	Ford Transit 350, High Roof, 8 passengers, w/ 1 wheelchair - ADA Compliant		
BT01-21	**WWAC**	Nor-Cal Vans	Ford Transit 350, High Roof, HD, 7 passengers, w/ 2 wheelchair - ADA Compliant		
BT01-21	**WWAD**	Nor-Cal Vans	Ford Transit 350, High Roof, HD, 13 Passenger with Bus Door - NON ADA		
BT01-21	**WWAE**	Nor-Cal Vans	Ford Transit 350, Medium Roof Prisoner Transport w/ 1 wheelchair - ADA Compliant		
BT01-21	**WWAF**	Nor-Cal Vans	Ford Transit Connect Van with Rear-Entry Manual Ramp . Not FTA compliant. ADA compliant.		
BT01-21	**WWAG**	Nor-Cal Vans	Ford Transit 350 HD DRW, LWB-EL, Abilitrax Floor, w/flexible wheelchairs (1-3), flexible seating, ADA Compliant		

Contract No.	Base Product Code	Manufacturer	Description	Bid Price ($$$)	Buy Am. Yes or No
BT01-21	**WWAH**	Nor-Cal Vans	Ford Transit 350 HD DRW LWB-EL, Abilitrax Floor, Shift-N-Step Lift, w/ fleible wheelchair (1-3), flexible seating, ADA Compliant		
BT01-21	**WWAI**	Nor-Cal Vans	Ford Transit 150 SRW, Abilitrax Floor, w/1 wheelchair, 6 Passengers, ADA Compliant		
BT01-21	**WWAJ**	Nor-Cal Vans	Ford Transit 150 SRW, w/1 wheelchair, 5 Passengers, ADA Compliant		
BT01-21	**XXAA**	Micro Bird Commercial	CTS series (Ford Transit), 10 ambulatory passenger seats & 1 wheelchair space or 4 ambulatory passenger seats & 3 wheelchair spaces		
BT01-21	**XXBC**	Micro Bird Commercial	DS - series, (E350), 8 ambulatory passenger seats & 4 wheelchair spaces		
BT01-21	**XXCE**	Micro Bird Commercial	DS - series, (E350), 12 ambulatory passenger seats & 2 wheelchair spaces		
BT01-21	**XXCG**	Micro Bird Commercial	DS - series, (E350), 12 ambulatory passenger seats & 2 wheelchair spaces or 8 ambulatory passenger seats & 4 wheelchair spaces		
BT01-21	**XXCI**	Micro Bird Commercial	DS - series, (E350), 14 ambulatory passenger seats or 12 ambulatory passenger seats & 1 wheelchair space or 8 ambulatory passenger seats & 3 wheelchair spaces		
BT01-21	**XXCK**	Micro Bird Commercial	DS - series (E450), 20 ambulatory passenger seats & 2 wheelchair spaces		
BT01-21	**XXCM**	Micro Bird Commercial	D - series (E450), 21 ambulatory passenger seats		
BT01-21	**XXCO**	Micro Bird Commercial	D - series (E450), 25 ambulatory passenger seats		
BT01-21	**XXCQ**	Micro Bird Commercial	D - series (E450), 25 ambulatory passenger seats w/Rear Luggage		
BT01-21	**XXCR**	Micro Bird Commercial	D - series (E450), 28 ambulatory passenger seats		
BT01-21	**YYAA**	Fenton Mobility Products.	Ford Transit 350 (X2C) Medium Roof with 7 Passengers and 1 Wheelchair Position		
BT01-21	**YYAB**	Fenton Mobility Products.	Ford Transit 350 (X2X) High Roof with 7 Passengers and 1 Wheelchair Position		
BT01-21	**YYAC**	Fenton Mobility Products.	Ford Transit 350 Extended Length (U4X) High Roof Roof with 7 Passengers and 1 Wheelchair Positions		
BT01-21	**YYAD**	Fenton Mobility Products.	Ram Pro-Master 2500 High Roof with 7 A / 1 Wheelchair Positions		
BT01-21	**YYBA**	Fenton Mobility Products.	AbilityBus Conversion Ford Transit 350 (X2C) Medium Roof with 8 Passengers and 1 Wheelchair Position Shift-N-Step Dual Side Entry		
BT01-21	**YYBB**	Fenton Mobility Products.	AbilityBus Conversion Ford Transit 350 (X2X) Medium Length / High Roof - Shift-N-Step Dual Side Entry 8 Passenger and 1 Wheelchair Position		
BT01-21	**YYBC**	Fenton Mobility Products.	AbilityBus Conversion Ford Transit 350 (U4X) Extended Length / High Roof - Shift-N-Step Dual Side Entry 8 Passenger and 1 Wheelchair Position		
BT01-21	**YYBD**	Fenton Mobility Products.	Ram Promaster w/ Shift-N-Step Dual Access Side Entry 8A/1WC		
BT01-21	**YYFA**	Fenton Mobility Products.	Ford Transit 150 (K1C) Medium Roof with 3 Passengers and 1 Wheelchair Positions		
BT01-21	**YYFB**	Fenton Mobility Products.	Ford Transit 350 (X2C) Medium Roof with 3 Passengers and 1 Wheelchair Positions		
BT01-21	**YYFC**	Fenton Mobility Products.	Ford Transit 350 (X2X) High Roof with 3 Passengers and 1 Wheelchair Position		
BT01-21	**YYFD**	Fenton Mobility Products.	Ford Transit 350 Extended Length (U4X) High Roof Roof with 3 Passengers and 1 Wheelchair Positions		
BT01-21	**YYFE**	Fenton Mobility Products.	Ram Pro-Master 2500 High Roof with 3A / 1Wheelchair Position		
BT01-21	**ZZGA**	KSIR	M2 Super PT Prisoner Transport 45 Passenger + 2 Guards+ Driver		
BT01-21	**ZZGB**	KSIR	M2 Super Pro Touring 45 Passengers + Driver/Co-Pilot + Rear Luggage		
BT01-21	**ZZGC**	KSIR	E450 Pro Cutaway 12 Passenger + 2 Wheelchairs		
BT01-21	**AAAAA**	Forest River Vans	K1C- T150 Low Roof 5 Passenger + 2 Wheelchair		
BT01-21	**AAAAB**	Forest River Vans	K1C- T150 Low Roof 10 Passenger Shuttle - NON ADA		
BT01-21	**AAAAC**	Forest River Vans	X2C- T350 Medium Roof- 6 Passenger + 2 Wheelchair		
BT01-21	**AAAAD**	Forest River Vans	X2C- T350 Medium Roof- 12 Passenger + Rear Luggage Shuttle - NON ADA		
BT01-21	**AAAAE**	Forest River Vans	X2C- T350 Medium Roof- 15 Passenger Shuttle - NON ADA		
BT01-21	**AAAAF**	Forest River Vans	U4X- High Roof EL- 7 Passenger + 3 Wheelchairs		
BT01-21	**AAAAG**	Forest River Vans	U4X- High Roof EL- 11 Passenger + 3 Wheelchairs		
BT01-21	**AAAAH**	Forest River Vans	U4X- High Roof EL- Bus Door 13 Passenger Shuttle		
BT01-21	**AAAAI**	Forest River Vans	U4X- High Roof EL- 15 Passenger Shuttle		
BT01-21	**AAAAJ**	Forest River Vans	X2C- Medium Roof - Prisoner Transport 9 Passenger or 3P + 1 WC		
BT01-21	**BBBCA**	Phoenix Motorcars	ZEUS 400 E450 12 Passenger + 2 Wheelchair		
BT01-21	**BBBCB**	Phoenix Motorcars	ZEUS 400 E450 16 Passenger + 2 Wheelchair		
BT01-21	**BBBCC**	Phoenix Motorcars	ZEUS 400 E450 16 Passenger + Luggage Rack- NON ADA		
BT01-21	**BBBCD**	Phoenix Motorcars	ZEUS 400 E450 23 Passenger -NON ADA		
BT01-21	**CCCVA**	Optimal , Inc	S1 E450 12 Passenger + 3 Wheelchair- Low Floor Electric		
BT01-21	**CCCVB**	Optimal , Inc	S1 E450 12 Passenger + 2 Wheelchair + Luggage Rack- Low Floor Electric		

Contract No.	Base Product Code	Manufacturer	Description	Bid Price ($$$)	Buy Am. Yes or No
BT01-21	**CCCVC**	Optimal , Inc	S1 E450 18 Passenger + Luggage Rack - Low Floor Electric-Non ADA		
BT01-21	**CCCVD**	Optimal , Inc	S1 E450 22 Passenger- Low Floor Electric- Non ADA		

H-GAC 'FORM E' ---- OPTIONS, ACCESSORIES and UPGRADE PRICES

Offeror Name:	
Invitation No.:	**BT01-21 - BUSES - SHUTTLE, TRANSIT, TRAMS AND OTHER SPECIALTY BUSES**
NOTES and INSTRUCTIONS:	**1.** Bid each Option offering on a single separate line, using the appropriate underlying **H-GAC** Base Product Code found on **Form D**. **2.** A copy of this **Form E** shall be included with the bid in an electronic format on a CD or Flash Drive. It shall be in Excel format so that it can be copied and pasted for evaluation purposes and for possible uploading to the **HGACBuy** website. **3.** If an Option is applicable to more than one Product Code, it only needs to be listed once, but all underlying Product Codes should also be listed for that item. **4.** If attaching a Manufacture Catalog instead of listing each item seperately, make sure the catalog is identified completely on this form. **Bidders** must include the catalog name, number, effective date and discount being offered off MSRP. **NOTE: Catalogs listed without an offered discount percentage or 0% discounts will not be accepted.**

Base Product Code	Model/Part Number	Option Description (Must include H-GAC Required Option Code, if used in specification)	Bid Price ($$$) or Catalog Discount %

House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and
2) will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) _____, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

1) does not boycott Israel currently; and
2) will not boycott Israel during the term of the contract; and
3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

_____

Company Name

_____

Signature of Authorized Official

_____

Title of Authorized Official Date

CERTIFICATE OF INTERESTED PARTIES – FORM 1295

Certificate of Interested Parties (Form 1295 – must be filled out electronically with the Texas Ethics Commission's online filing application, printed out, signed, notarized, and attached to proposal in the response - Section TAB A)

H-GAC is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits H-GAC from entering into a contract resulting from this RFP with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to H-GAC at the time business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission. The following **definitions** apply:

(1) ***"Business Entity"*** means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. TEX. GOV'T CODE § 2252.908(1).

(2) ***"Interested Party"*** means a person:
   a) who has a controlling interest in a business entity with whom H-GAC contracts; or
   b) who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity. TEX. GOV'T CODE § 2252.908(3).

(3) ***"Controlling interest"*** means:
   a) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
   b) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
   c) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. *Subsection (c) does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.* TEX. ETHICS COMM. RULE 46.3(c).

(4) ***"Intermediary"*** means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
   a) receives compensation from the business entity for the person's participation;
   b) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
   c) is not an employee of the business entity. TEX. ETHICS COMM. RULE 46.3(e).

As a "business entity," all vendors must:

(1) **complete Form 1295 electronically** with the Texas Ethics Commission using the online filing application, which can be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
   - **All vendors must complete Form 1295, even if no interested parties exist**
   - In Section 2, insert "Houston-Galveston Area Council"
   - In Section 3, insert the H-GAC RFP # for this proposal

(2) **print a copy of the completed form** (make sure that it has a computer-generated certification number in the "Office Use Only" box)

(3) have an authorized agent of the business entity **sign the form**

(4) **notarize the form**

(5) **submit** the completed, signed, notarized Form 1295, with the certification of filing, by **attaching the form to your proposal in Section TAB A**

H-GAC must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30th day after receipt by H-GAC. After H-GAC acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website with seven business days after receiving notice from H-GAC.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

Must file online at www.ethics.state.tx.us/File

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CONTRACTOR CONTACT INFORMATION

ATTENTION Houston-Galveston Area Council (H-GAC) Contractor: The following information is needed to communicate with your company concerning contract matters which may arise. To expedite the process, we ask that you provide the information requested below. During the term of this contract, notify H-GAC in writing of any changes to this information by emailing updates to: *cpcontractfax@h-gac.com*

Section I

CONTRACTOR:	**CONTRACT #:**
Purchase Order:	**Invoice:**
Contact Name:	Contact Name:
Address:	Address:
City *State* *Zip Code*	*City* *State* *Zip Code*
Telephone No.:	Telephone No.#
Fax No.	Fax No.#
Email Address:	Email Address:

Section II

CONTRACT INFORMATION:

Indicate the person (s) authorized to: sign contracts, request contract price increases, or other contract-related documents. A copy of your corporate resolution may be acceptable for Section II.

1.Printed Name of Signatory:	2.Printed Name of Signatory:
Corporate Title:	Corporate Title:
Tel. No.:	Tel. No.:
Fax No.:	Fax No.:
Email:	Email:

Section III

SALES CONTACT (Person who end users will contact for product information and pricing quotes)

Contact Name: _____ Title: _____

Address: _____

Street City State Zip

Telephone No.: _____ Fax No.: _____

Mobile No.: (optional) _____ Email: _____

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and _____., hereinafter referred to as the Contractor, having its principal place of business at _____.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY
The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS
The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR
The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT
The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins _____ and ends _____. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 16 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or

off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. *Convenience*

   H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

   The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.
B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

(1) lf the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor 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.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notifiy H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

_____

Signature

Name

Title

Date

H-GAC

Signature

Name Chuck Wemple

Title Executive Director

Date

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA) with the **Contractor** through this Agreement**,** and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC.** Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS.** Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor.**

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.
EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance**.** Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement**,** including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC.** Further, **Contractor** agrees to encourage entities who are not members of H-GAC**'s** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor.** At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed**,** and for which compensation was received by **Contractor.**

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

a. **General liability** insurance with a Single Occurrence limit of at least $1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.

c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.

d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.

e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC,** in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

EXHIBIT COVER PAGE

EXHIBIT'S: A, B, and C

All exhibit certifications must be signed and dated, with a hard-copy and an electronic-copy returned with the bid documents under a separate TAB.

EXHIBIT 'A'

FEDERAL ARTICLES AND CERTIFICATIONS

(1) FEDERAL CHANGES

Contractor agrees to comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (5) dated October, 1998) between "END USER" and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

(2) OFFICIALS NOT TO BENEFIT

A. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom.

B. No member, officer or employee of "END USER", or of any other local public body having jurisdiction over "END USER", during his tenure or for one year thereafter, shall have any interest direct or indirect, in the Contract or the proceeds thereof.

C. Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services required under this Contract. In the event any question of possible conflict should arise, the determination of "END USER" shall be controlling. Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by Contractor.

(3) COVENANT AGAINST CONTINGENT FEES

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. For breach or violation of this warranty "END USER" shall have the right to annul this Contract without liability or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

(4) BUY AMERICA

A. Contractor agrees to comply with the "Buy America" requirements of 49 United States Code (USC) §5323(j) and 49 Code of Federal Regulations (CFR) Part 661, as may be amended from time to time, and applicable federal regulations, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than $100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323 (j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content. For a component to be of domestic origin, more that 60 percent of the subcomponents of that component, by cost, must be of domestic origin, and the manufacture of the component must take place in the United States. If, under the terms of this part, a component is determined to be of domestic origin, its entire cost may be used in calculating the cost of domestic content of an end product.

B. A bidder or offeror must submit to "END USER" the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a properly completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors. See bidding/proposing form entitled "Buy America Certification".

(5) ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

Contractor agrees to comply with, and assure that any subcontractor or any other third party contractor under this Contract complies with all applicable requirements regarding Access for Individuals with Disabilities contained in the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. __ 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. _794; 49 U.S.C. _ 5301(d); and any other applicable Federal regulations, including any amendments thereto.

(6) FEDERAL MOTOR VEHICLE SAFETY STANDARDS (FMVSS)

Contractor shall furnish to the Contracting Officer, at time of delivery, a manufacturer's FMVSS self-certification, Federal Motor Vehicles Safety Standards, that the vehicle complies with relevant FMVSS or two manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations, which are in effect at time of bus manufacture.

(7) ENVIRONMENTAL REQUIREMENTS

Contractor and any subcontractor or third party contractor under this Contract shall comply with all applicable environmental requirements and regulations, including any amendments, as follows:

A. Environmental Protection. Contractor agrees to comply all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. __ 4321 et seq.

B. Air Quality. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401 et seq. Contractor agrees to report each violation to "END USER" and understands and agrees that the "End User" will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

C. Clean Water. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Contractor agrees to report each violation to "END USER" and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

D. Use of Public Lands. Contractor agrees to ensure that no publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, state, or local significance as determined by the Federal, state, or local officials having jurisdiction thereof, or any land from a historic site of national, state, or local significance may be used under this Contract unless the FTA makes the specific findings required by 49 U.S.C. _ 303.

E. Historic Preservation. Contractor agrees to assist the Federal Government in complying with section 106 of the National Historic Preservation Act, 16 U.S.C. _ 470f, involving historic and archaeological preservation.

F. Mitigation of Adverse Environmental Effects. Contractor shall take all reasonable steps to minimize adverse environmental effects in accordance with 49 U.S.C. _ 5324(b), and all other applicable Federal laws and regulations, specifically the procedures of 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

G. Energy Conservation. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. __ 6321 et seq.

(8) MOTOR VEHICLE POLLUTION REQUIREMENTS

Contractor agrees to provide a certification in writing that:

A. The horsepower of the vehicle is adequate for the speed, range and terrain in which it will be required to operate and also to meet the demands of all auxiliary power equipment.

B. All gases and vapors emanating from the crankcase of a start-ignition engine are controlled to minimize their escape into the atmosphere.

C. Visible emission from the exhaust will not exceed No. 1 on the Ringlemann Scale when measured six inches from the tail pipe with the vehicle in steady operation.

D. When the vehicle has been idled for three minutes and then accelerated to 80 percent of rated speed under load, the opacity of the exhaust will not exceed No. 2 on the Ringlemann Scale for more than five seconds, and not more than No. 1 on the Ringlemann Scale thereafter.

(9) RECYCLED PRODUCTS

Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part

247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

(10) FLY AMERICA

Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor agrees to include the requirements of this section all subcontracts that may involve international air transportation.

(11) TESTING OF NEW BUS MODELS

The Contractor agrees to comply with 49 USC A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

1. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient, which will be prior to the recipient's final acceptance of the first vehicle.

2. A manufacturer who releases a report under Paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

3. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

4. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

(12) CARGO PREFERENCE--USE OF UNITED STATES-FLAG VESSELS

Contractor agrees:

1. to use privately owned United States-flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liner and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to the Contract to the extent such vessels are available at fair and reasonable rates of United States-flag commercial vessels;

2. to furnish within twenty (20) days following the date of loading for shipment originating within the United States or within thirty (30) days following the date of loading, for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in Paragraph (1) above to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20590, and to "END USER" (through Contractor in the case of a subcontractor's bill-of-lading); and

3. to include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material or commodities by ocean vessel.

(13) RESTRICTIONS ON LOBBYING

Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or

employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contracts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. See bidding/proposing form entitled "Certification of Restrictions on Lobbying".

(14) DEBARMENT AND SUSPENSION

A. Contractor, including any of its officers or holders of a controlling interest, is obligated to inform "END USER" whether or not it is or has been on any debarred bidders' list maintained by the United States Government. Should Contractor be included on such a list during performance of this Contract, it shall so inform "END USER".

B. Contractor and any subcontractor under this Contract shall comply with the certification process under 49 C.F.R. Part 29, "Government Wide Debarment and Suspension (Nonprocurement)", whereby, unless otherwise permitted by law, any person, corporation, partnership or legal entity that is debarred, suspended, or voluntarily excluded by the Federal Government from obtaining federal assistance funds through grants, cooperative agreements or third party contracts may not participate in a federally assisted project.

(15) AUDIT AND AVAILABILITY OF RECORDS

A. Contractor shall make available at its office at all reasonable times the materials described below for examination, audit, or reproduction, until three (3) years after final payment under this Contract.

B. Contractor shall maintain and the Contracting Officer or representatives of the Contracting Officer shall have the right to examine and audit books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all expenditures claimed to have been incurred or anticipated to be incurred in performing this Contract. This right of examination shall include inspection, at all reasonable times, of Contractor's plants, or parts of them, engaged in performing the Contract and whatever applicable records are maintained.

C. "END USER" shall have the right to examine and audit all books, records, documents, and other data of Contractor including computations and projections) related to negotiating, pricing, or performing the Contract or modification.

D. If this Contract is completely or partially terminated, the records relating to the Work terminated shall be made available for three (3) years after any resulting final termination settlement.

E. Records pertaining to appeals under the Disputes Article or to litigation or the settlement of claims arising under or relating to the performance of this Contract shall be made available until disposition of such appeals, litigation, or claims.

F. Contractor shall insert an article containing all the provisions of this Article, in all subcontracts over $10,000 awarded under this Contract, altering the article only as necessary to identify properly the contracting parties and the contracting office under "END USER"'s prime contract.

(16) FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

A. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U. S. C. _ _ 3801 et seq. And U. S. DOT regulations, "Program Fraud Civil Remedies," 49 C. F. R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which the Contract Work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

B. Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U. S. C. _ 5307, the Government reserves the right to impose the penalties of 18 U. S. C. _ 1001 and 49 U. S. C. _ 5307 (n) (1) on Contractor, to the extent the Federal Government deems appropriate.

C. Contractor agrees to include the above two (2) clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

(17) INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the contract provisions. All contractual provisions required by DOT, as set forth in the latest edition of FTA Circular 4220.1 in effect at the time of this contract award, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any "END USER" requests, which would cause "END USER" to be in violation of the FTA terms and conditions.

(18) NO OBLIGATION BY THE FEDERAL GOVERNMENT

A. "END USER" and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to "END USER", Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

B. Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

CER 1. Federal Certifications

CER 1.1 Buy America Certification

This form is to be submitted with an offer exceeding the small purchase threshold for federal assistance programs, currently set at $100,000.

Certificate of Compliance

The Proposer hereby certifies that it will comply with the requirements of 49 USC Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR 661.11:

Name and title:

Company:

_____ _____

Authorized signature Date

Certificate of Non-Compliance

The Proposer hereby certifies that it cannot comply with the requirements of 49 USC Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 USC Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR 661.7.

Name and title:

Company:

_____ _____

Authorized signature Date

CER 1.2 Federal Motor Vehicle Safety Standards

The Proposer and (if selected) Contractor shall submit (1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or (2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

Company name:

Name of signer:

Title:

_____ _____

Authorized signature Date

CER 1.3 Certificate of Compliance with Bus Testing Requirement

The undersigned certifies that the vehicle offered in this procurement complies and will, when delivered, comply with 49 USC § 5323(c) and FTA's implementing regulation at 49 CFR Part 665 according to the indicated one of the following three alternatives.

Mark one and only one of the three blank spaces with an "X."

1. ____ The buses offered herewith have been tested in accordance with 49 CFR Part 665 on _____ (date). If multiple buses are being proposed, provide additional bus testing information below or on attached sheet. The vehicles being sold should have the identical configuration and major components as the vehicle in the test report, which must be submitted with this Proposal. If the configuration or components are not identical, then the manufacturer shall provide with its Proposal a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing. If multiple buses are being proposed, testing data on additional buses shall be listed on the bottom of this page.

2. ____ The manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), and submits with this Proposal the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

3. ____ The vehicle is a new model and will be tested and the results will be submitted to the Agency prior to acceptance of the first bus.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Company name:

Name and title of the proposer's authorized official:

_____ _____

Authorized signature Date

CER 1.4 Lobbying Certification

This form is to be submitted with an offer exceeding $100,000.

The Proposer certifies, to the best its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a federal department or agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification thereof.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction, as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

THE PROPOSER, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Name of the bidder or Proposer's authorized official: _____

Title: _____

_____ _____

Signature Date

Per paragraph 2 of the included form Lobbying Certification, add Standard Form–LLL, "Disclosure Form to Report Lobbying," if applicable.

CER 1.5 Debarment and Suspension Certification for Prospective Contractor

Primary covered transactions must be completed by proposer for contract value over $25,000.

Choose one alternative:

☐ The Proposer, [insert name], certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Contract under a public transaction; violation of federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
4. Have not within a three-year period preceding this Proposal had one or more public transactions (federal, state or local) terminated for cause or default.

OR

☐ The Proposer is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In explanation, certify to those statements that can be certified to and explain those that cannot.)

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of Title 31 USC § Sections 3801 are applicable thereto.

Executed in [insert city and state]**.**

Name:

_____ _____

Authorized signature Date

CER 1.6 Debarment and Suspension Certification (Lower-Tier Covered Transaction)

This form is to be submitted by each Subcontractor receiving an amount exceeding $25,000.

The prospective lower-tier participant (Proposer) certifies, by submission of this Proposal, that neither it nor its "principals" as defined at 49 CFR § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

If the prospective Proposer is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so by placing an "X" in the following space: _____

THE PROPOSER, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 *ET SEQ*. APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.

Name and title of the proposer's authorized official:

_____ _____

Authorized signature Date

CER 1.7 Cargo Preference

Bidder/Contractor agrees to utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage involved (computed separately for dry bulk carriers, dry cargo liners, and tankers), whenever shipping any equipment, material, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

Bidder/Contractor agrees to furnish within 20 working days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the paragraph above to the FTA Administrator and to METRO (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20230.

Bidder/Contractor also agrees to insert the substance of the Contract article, entitled "Cargo Preference - Use of United-Flag Ships" in all subcontracts issued pursuant to the Contract.

Signature: _____

Typed Name: _____

Title: _____

Company: _____

Date: _____

EXHIBIT 'B'

FTA CIRCULAR 4220.1F

TRANSIT VEHICLE MANUFACTURERS (TVM)

CERTIFICATE OF COMPLIANCE
WITH DISADVANTAGED BUSINESS REGULATIONS

This procurement is subject to the provisions of 49 CFR Section 26.49. Accordingly, the following certification must be completed and submitted with the proposal as a condition of proposing. A proposal that does not include this certification will not be considered.

TVM Certification

The bidder, if a transit vehicle manufacturer, herby certifies that it has complied with the requirements of 49 CFR Section 26.49 by submitting a current annual DBE goal to the Federal Transit Administration. The goals apply to Federal Fiscal Year 2010 (Oct. 1, 2013 through Sept. 30, 2014) and have either been approved or not by FTA.

The bidder, if a non-vehicle manufacturer supplier, hereby certifies that the manufacturer of the transit vehicle to be supplied has complied with the above-referenced requirements of 49 CFR Section 26.49.

Manufacturer: _____

Manufacturer Representative Signature: _____

Dealer: _____

Dealer Representative Signature: _____

Date: _____

Exhibit 'C'

U.S. Department
of Transportation

**Federal Transit
Administration**

CIRCULAR

FTA C 4220.1F

November 1, 2008
Rev. 1, April 14, 2009
Rev. 2, July 1, 2010
Rev. 3, February 15, 2011
Rev. 4, March 18, 2013

Subject: THIRD PARTY CONTRACTING GUIDANCE

1. PURPOSE. This circular provides contracting guidance for recipients of Federal assistance awarded by the Federal Transit Administration (FTA) when using that Federal assistance to finance its procurements (third party contracts). This revision incorporates the new procurement provisions of the Moving Ahead for Progress in the 21st Century Act (MAP 21), Pub. L., 112-141, July 2012, and includes the most current available guidance for the Federal public transportation program as of the date of publication.

2. CANCELLATION. This circular cancels FTA Circular 4220.1E, "Third Party Contracting Requirements," dated 06-19-03.

3. AUTHORITY. Federal Transit Laws, Title 49, United States Code, Chapter 53.

4. WAIVER. FTA reserves the right to waive any provision of this circular to the extent permitted by Federal law or regulation.

5. FEDERAL REGISTER NOTICE. In conjunction with publication of this circular, a *Federal Register* notice was published on September 30, 2008 (73 FR 56896), addressing comments received during the development of the circular.

6. AMENDMENTS TO THE CIRCULAR. FTA reserves the right to update this circular due to changes in other revised or new guidance and regulations that undergo notice and comment, without further notice and comment on this circular. FTA will post updates on our Web site: **http://www.fta.dot.gov/.** The Web site allows the public to register for notification when FTA issues *Federal Register* notices or new guidance; visit the Web site and click on "Sign-up for e-mail updates."

7. ACCESSIBLE FORMATS. This document is available in accessible formats upon request. To obtain paper copies of this circular as well as information regarding these accessible formats; telephone FTA's Administrative Services Help Desk, 202-366-4865. Individuals with hearing impairments may contact the Federal Relay Service, 1-800-877-8339 for assistance with the call.

James S. Simpson
Administrator

Name of Company	Print Name of Signatory
Date	Signature

Creative Bus Sales
THE NATION'S LARGEST BUS DEALER SINCE 1980

2020 Starcraft Allstar 22'

Price Proposal

Sales Experience

550+ Years of Collective Bus Sales Experience
Servicing Over 1,500 Customers Annually

Nationwide Network

18 Full-Service Locations Nationwide
Partners with 25+ Top Manufacturers

Competitive Pricing

Volume Discounts
Fixed Contract Pricing

In-House Financing

Seamless Transactions
Flexible Structures

40
Years In Business

18
Nationwide Locations

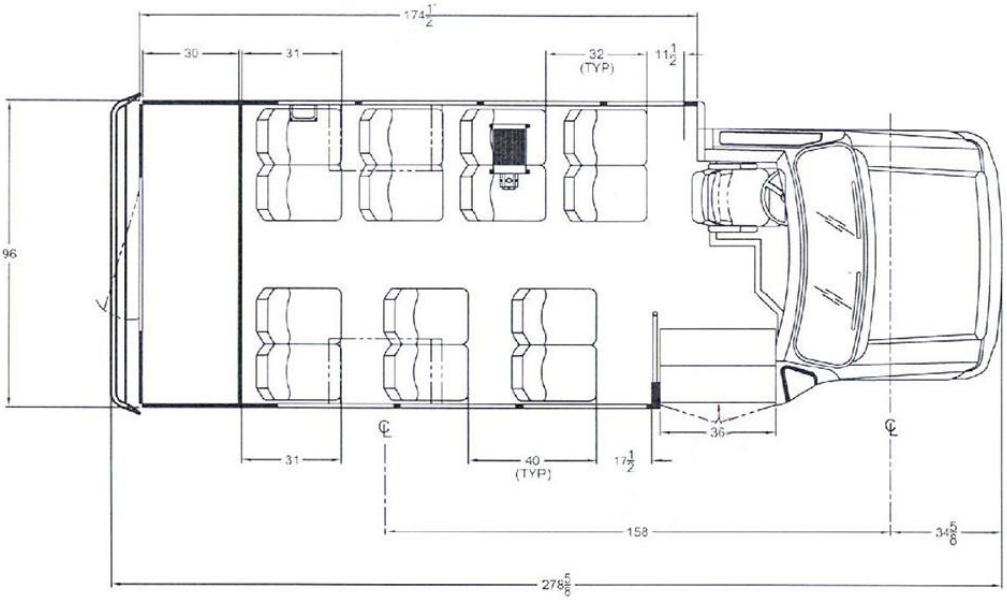
350+
Dedicated Employees

1,500
Annual Customers

Creative Bus Sales offers dedicated sales, parts, and service departments to help you in all stages of bus ownership. Our customers benefit from our strong manufacturer partnerships, the largest in-stock inventory, and a nationwide team of experts. As a family-owned business with experience in the transportation industry since 1980, it's no coincidence that we've grown to become the nation's largest bus dealership.

Creative Bus Sales
THE NATION'S LARGEST BUS DEALER SINCE 1980

2020 Starcraft Allstar 22'



Specifications

Chassis	• 2019 Ford E-350 • Engine: 6.2L V-8
Exterior	• Exterior Color: white • 158" wheelbase • Fully welded steel cage construction meeting all applicable FMVSS requirements • "Starview" driver's visibility window in front of entry door • Electric actuated 36"passenger entry door with full length glass • 36" wide x 36" high upper double T-Slider tempered safety glass windows with climate control tint • Black powder coated steel rear bumper • Rear mud flaps • Front mud flap, Passenger side only • Pre-painted white aluminum side, skirts • Fiberglass front and rear caps • One-piece seamless FRP (fiberglass reinforced plastic) roof • Breakaway rearview mirrors with built-in convex • Blue exterior graphic • Extruded aluminum running board on driver side • Stainless steel extender inner dual rear wheel, pair • Exterior passenger entrance door key
Interior	• 93" interior width • 80" interior floor to ceiling height (raised floor is 75") • Floor and wall seat track for flexible seating • 5/8″ exterior grade plywood flooring • Ceiling and rear wall fabric for sound abatement • White step nosing • Printed circuit board with automotive type fuses and LED trouble shooting lights • Walls and Ceiling: Grey padded cloth • Flooring: Gerflor Sirius Graphite Grey • 1 ¼" dual entry grab rails parallel to entrance steps (both sides) • Overhead luggage rack, both sides • Rear luggage with rear door, felt liner, escape hatch, light, and rubber floor
A/C and Heat	• A/C System: TA712 Super 55K Dual Compressor • Heater: 65K BTU floor mounted, 3 speed low profile OK side sliders
Lighting	• Door activated interior lights • Surface mound LED entry door exterior light • Sealed LED stop, tail, and turn signal lights with LED back-up lights • LED rear center mount brake light, rectangular • LED dual reading lights (each) in overhead luggage (7) • LED front and rear marker lights • LED entry door step well lights • LED driver and passenger area lighting
Electrical	• 240 AMP OEM alternator • Intermotive Flex Tech Electrical System
Audio/Visual	• Deluxe AM/FM/CD with clock & 4 speakers & PA MIC • Rosco back-up camera system w/ 7" rearview monitor/mirror combo

Safety	• Back-up alarm SAE type C 97 db(A) • 5 Lb. fire extinguisher • Emergency triangle kit • Interior convex mirror 6" x 9"
Passenger Seating Options	• 14 Passenger, 0 Wheelchair
Seating	• Passenger Seating – Seat Fabric: Level 4 Incense Blue Cloth – High back, double seat (7) – Seat belt, non- retractable (14) – Seat belt loop (14) – Black armrest each on aisle seats (7) – Recliner *Not on rear row* (10) – Side slider per double (7) • Driver Seating: SHIELD FC Recliner, RH Arm, 4 Position Lumbar, Mesh Pocket – Driver Seat Cover: Level 4 Incense Blue Cloth

Warranty

Manufacturer Warranty	• Starcraft 5 Year/100,000 Miles
Chassis Warranty	• Ford E-350 Bumper to Bumper: 3 Year/36,000 Miles • Ford E-350 Powertrain: 5 Year/60,000 Miles

All vehicles come with warranty, but Creative Bus Sales offers more value without the added cost. Our coverage and support comes with each of our new buses — *standard*.

We Process All The Warranty Registrations
We register all of your bus parts for you, no more pesky warranty cards to fill out. This includes *all* parts, wheelchair lift, electronics, HVAC, etc.

We Handle All The Paperwork
We administer and coordinate any warranty work. You make one call to our warranty department, and they take it from there.

Repair Facilities Near You
When warranty work is needed, we use service repair facilities near the bus location. We have over 3200 authorized centers and growing. You will never have to drive far to get repairs completed.

No More Claim Forms
Creative Bus handles all parts of the claim process, you will have no out of pocket expenses, no reimbursements, and the service facility will be paid directly by us.

Longer Warranty Period
We have negotiated extended periods for the units we sell. Unprecedented 60 month/100,000 mile bumper-to-bumper warranty on the Starcraft bus upfit.

Contact:

Date Issued: 8/20/2021 - Quote valid for 30 days, subject to availability.

Name: Andrew Papesh

Phone: 678-221-1545

Email: andrewp@creativebussales.com

STATE OF GEORGIA RESOLUTION R2021- _____
COUNTY OF FULTON

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE CERTAIN PROPERTY LOCATED AT 4915 TIDEWATER WAY, ALPHARETTA, GEORGIA (TAX PARCEL NO.: 21 -5680-1034-044-8) FOR ROAD PROJECT – MCGINNIS FERRY ROAD WIDENING FROM RONALD REAGAN BOULEVARD/UNION HILL ROAD TO HOSPITAL PARKWAY

WHEREAS, the City of Alpharetta (the "City"), in conjunction with the City of Johns Creek and Forsyth County, has determined that it is necessary to construct a road project, which includes the widening of, and construction of other operational improvements to, a portion of McGinnis Ferry Road, such road project being known as the McGinnis Ferry Road from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway project (the "Project"); and

WHEREAS, in order to construct the Project, it is necessary to acquire certain rights to, in, over, under, through, and across the property now or formerly owned by Cuong P. Nguyen located at 4915 Tidewater Way (Tax Parcel No.: 21 -5680-1034-044-8) within the City of Alpharetta, Georgia (reference: **Project Parcel 30**), as further described and shown in Attachment "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the Mayor and Council have considered the Project and determined that the Project and the use of eminent domain to acquire those certain rights to, in, over, under, through, and across the foregoing property are necessary, in the public interest, and must be carried out expeditiously to ensure the timely completion of the Project.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, AS FOLLOWS:

For public road purposes and to meet the public necessity for immediately acquiring the subject property rights, which are hereby declared, the Mayor and Council authorize the City Attorney's Office to acquire through the use of Eminent Domain, pursuant to Title 32 of the Official Code of Georgia Annotated, the necessary property rights to, in, over, under, through, and across the property located at 4915 Tidewater Way, Alpharetta, Georgia (Tax Parcel No.: 21 -5680-1034-044-8), in order to ensure the timely completion of the Project – McGinnis Ferry Road from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway. Further, the Mayor and the City Administrator are specifically authorized to execute, on behalf of and as if signed by every member of the governing authority of the City, the Mayor and Council, any and all documents necessary to

further the filing of any Petition for Condemnation or Declaration of Taking related to the same and/or in furtherance of this Resolution.

SO RESOLVED, this _____ day of _____ 2021.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

_____
Jason Binder

_____
Ben Burnett

_____
John Hipes

_____
Dan Merkel

(SEAL)

Attest:

_____
Donald Mitchell

_____
Erin Cobb, City Clerk

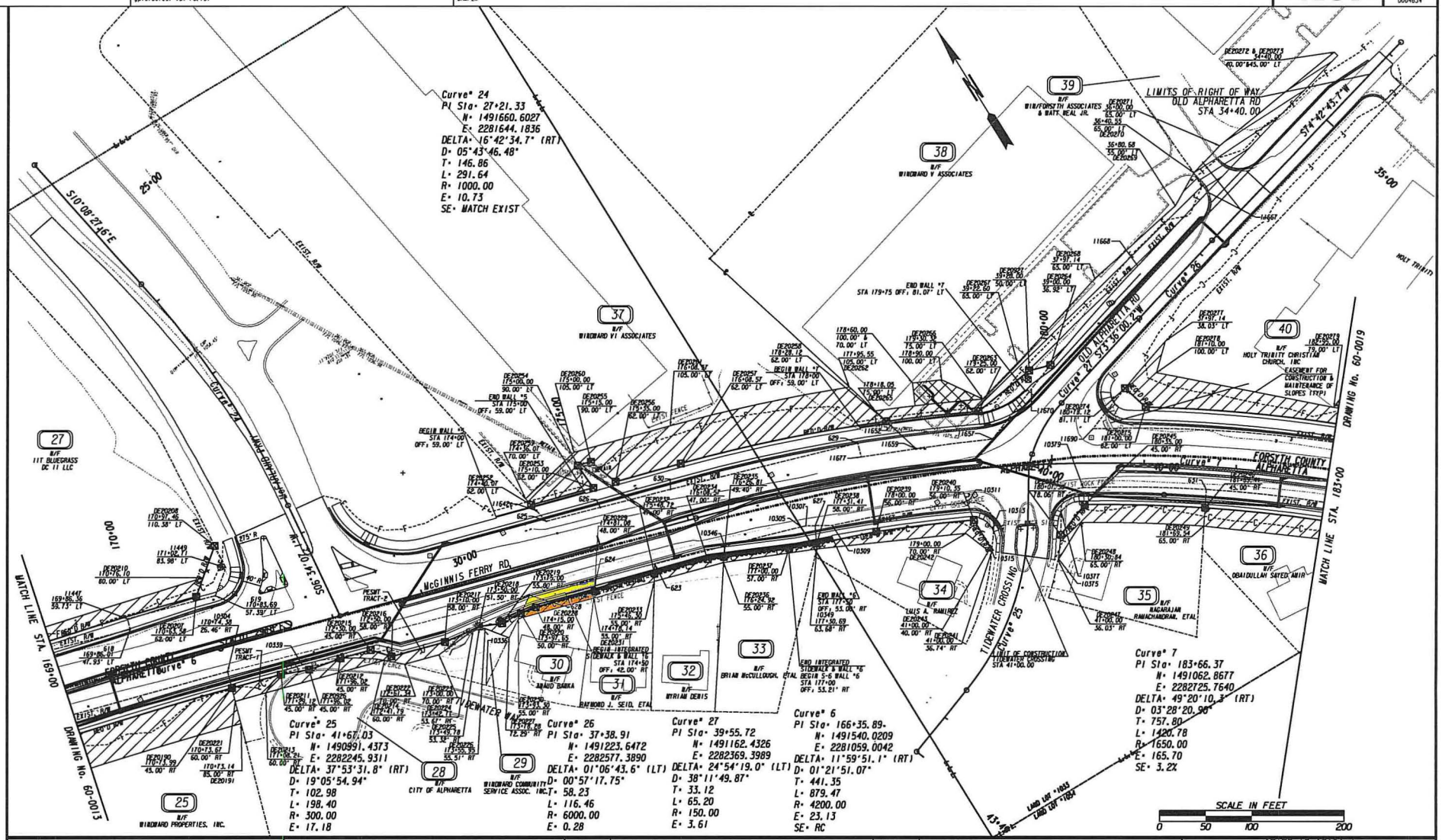
_____
Karen Richard

Approve as to form and legal sufficiency:

_____
City Attorney
4285286

2/5/2020 | GPLOT-V8 | 2016217_60-0015.dgn
CVE-Darla | gplotborder-v8I-PO.tbl | GRMPLN

P.I. No. 0004634



PROPERTY AND EXISTING R/W LINE	
REQUIRED R/W LINE	
CONSTRUCTION LIMITS	
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	
EASEMENT FOR CONSTR OF SLOPES	
EASEMENT FOR CONSTR OF DRIVES	

BEGIN LIMIT OF ACCESS	BLA
END LIMIT OF ACCESS	ELA
EXISTING LIMIT OF ACCESS	
REQ'D LIMIT OF ACCESS	
EXISTING LIMIT OF ACCESS & R/W	
REQ'D LIMIT OF ACCESS & R/W	
ORANGE BARRIER FENCE	
ESA - ENV. SENSITIVE AREA	

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP

PROJECT NO: 0004634
COUNTY: FORSYTH/FULTON
LAND LOT NO:
LAND DISTRICT:
GMD
DATE SH OF

DRAWING No. 60-0015

1/31/2020 GRMPLN

REQD R/W - PAR 28/SV REQ'D R/W DE566

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20211	45.00 R	171+29.12	McGinnis Ferry Rd Const CL
ARC LENGTH = 25.62			
CHORD BEAR = S 85°03'40.5" E			
LNTH CHORD = 25.43			
RADIUS = 59.99			
DEGREE = 95°30'25.9"			
10339	40.13 R	171+54.07	McGinnis Ferry Rd Const CL
ARC LENGTH = 42.30			
CHORD BEAR = S 67°24'24.9" E			
LNTH CHORD = 42.23			
RADIUS = 224.97			
DEGREE = 25°28'07.0"			
DE20212	45.00 R	171+96.02	McGinnis Ferry Rd Const CL
	36.15	N 78°47'06.9" W	
DE20926	48.00 R	171+60.00	McGinnis Ferry Rd Const CL
	31.03	N 68°28'35.7" W	
DE20211	45.00 R	171+29.12	McGinnis Ferry Rd Const CL
REQD R/W = 314.32 SF			
REQD R/W = 0.007 ACRES			
REMAINDER = +/- unknown ACRES			

REQD PERM ESMT - PAR 28/SV REQ'D PERM. EASM'T. DE567

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20213	60.00 R	171+08.21	McGinnis Ferry Rd Const CL
ARC LENGTH = 25.93			
CHORD BEAR = N 70°19'10.5" E			
LNTH CHORD = 25.73			
RADIUS = 59.99			
DEGREE = 95°30'26.0"			
DE20211	45.00 R	171+29.12	McGinnis Ferry Rd Const CL
	31.03	S 68°28'35.7" E	
DE20926	48.00 R	171+60.00	McGinnis Ferry Rd Const CL
	36.15	S 78°47'06.9" E	
DE20212	45.00 R	171+96.02	McGinnis Ferry Rd Const CL
ARC LENGTH = 48.25			
CHORD BEAR = S 55°52'35.5" E			
LNTH CHORD = 48.16			
RADIUS = 224.97			
DEGREE = 25°28'07.0"			
DE20214	60.00 R	172+41.79	McGinnis Ferry Rd Const CL
	133.58	N 74°01'29.5" W	
DE20213	60.00 R	171+08.21	McGinnis Ferry Rd Const CL
REQD EASMT = 1468.81 SF			
REQD EASMT = 0.034 ACRES			

REQD R/W - PAR 29/SV19 REQ'D R/W DE568

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20190	45.00 R	170+73.99	McGinnis Ferry Rd Const CL
	18.54	N 17°10'26.9" E	
10304	26.46 R	170+74.38	McGinnis Ferry Rd Const CL
	337.66	S 72°49'33.5" E	
628	33.53 R	174+11.96	McGinnis Ferry Rd Const CL
	21.82	S 56°57'47.5" W	
DE20220	50.00 R	173+97.65	McGinnis Ferry Rd Const CL
	23.19	N 86°28'26.6" W	
DE20219	55.00 R	173+75.00	McGinnis Ferry Rd Const CL
	25.24	N 66°03'18.9" W	
DE20218	51.50 R	173+50.00	McGinnis Ferry Rd Const CL
	40.52	N 83°15'17.1" W	
DE20217	58.00 R	173+10.00	McGinnis Ferry Rd Const CL
	60.00	N 74°01'29.5" W	
DE20216	58.00 R	172+50.00	McGinnis Ferry Rd Const CL
	23.85	N 41°00'03.6" W	
DE20215	45.00 R	172+30.00	McGinnis Ferry Rd Const CL
	33.98	N 74°01'29.5" W	
DE20212	45.00 R	171+96.02	McGinnis Ferry Rd Const CL
ARC LENGTH = 42.30			
CHORD BEAR = N 67°24'24.9" W			
LNTH CHORD = 42.23			
RADIUS = 224.97			
DEGREE = 25°28'07.0"			
10339	40.13 R	171+54.07	McGinnis Ferry Rd Const CL
ARC LENGTH = 25.62			
CHORD BEAR = N 85°03'40.5" W			
LNTH CHORD = 25.43			
RADIUS = 59.99			
DEGREE = 95°30'25.9"			
DE20211	45.00 R	171+29.12	McGinnis Ferry Rd Const CL
	55.12	N 74°01'29.5" W	
DE20190	45.00 R	170+73.99	McGinnis Ferry Rd Const CL
REQD R/W = 6484.97 SF			
REQD R/W = 0.149 ACRES			
REMAINDER = +/- 0.155 ACRES			

REQD PERM ESMT - PAR 29/SV19 REQ'D PERM. EASM'T. DE569 PESMT-TRACT-1

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20221	60.00 R	170+73.67	McGinnis Ferry Rd Const CL
	15.00	N 17°10'26.9" E	
DE20190	45.00 R	170+73.99	McGinnis Ferry Rd Const CL
	55.12	S 74°01'29.5" E	
DE20211	45.00 R	171+29.12	McGinnis Ferry Rd Const CL
ARC LENGTH = 25.93			
CHORD BEAR = S 70°19'10.5" W			
LNTH CHORD = 25.73			
RADIUS = 59.99			
DEGREE = 95°30'26.0"			
DE20213	60.00 R	171+08.21	McGinnis Ferry Rd Const CL
	34.53	N 74°01'29.5" W	
DE20221	60.00 R	170+73.67	McGinnis Ferry Rd Const CL
REQD EASMT = 648.39 SF			
REQD EASMT = 0.015 ACRES			

REQD PERM ESMT - PAR 29/SV19 REQ'D PERM. EASM'T. DE570 PESMT-TRACT-2

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20214	60.00 R	172+41.79	McGinnis Ferry Rd Const CL
ARC LENGTH = 48.25			
CHORD BEAR = N 55°52'35.5" W			
LNTH CHORD = 48.16			
RADIUS = 224.97			
DEGREE = 25°28'07.0"			
DE20212	45.00 R	171+96.02	McGinnis Ferry Rd Const CL
	33.98	S 74°01'29.5" E	
DE20215	45.00 R	172+30.00	McGinnis Ferry Rd Const CL
	23.85	S 41°00'03.6" E	
DE20216	58.00 R	172+50.00	McGinnis Ferry Rd Const CL
	60.00	S 74°01'29.5" E	
DE20217	58.00 R	173+10.00	McGinnis Ferry Rd Const CL
	40.52	S 83°15'17.1" E	
DE20218	51.50 R	173+50.00	McGinnis Ferry Rd Const CL
	25.24	S 66°03'18.9" E	
DE20219	55.00 R	173+75.00	McGinnis Ferry Rd Const CL
	23.19	S 86°28'26.6" E	
DE20220	50.00 R	173+97.65	McGinnis Ferry Rd Const CL
	29.53	S 56°57'47.5" W	
DE20227	72.29 R	173+78.28	McGinnis Ferry Rd Const CL
	27.93	W 37°05'10.2" W	
DE20226	55.51 R	173+55.95	McGinnis Ferry Rd Const CL
	6.55	W 54°32'47.3" W	
DE20225	53.32 R	173+49.78	McGinnis Ferry Rd Const CL
	7.02	W 76°51'46.7" W	
DE20224	53.67 R	173+42.77	McGinnis Ferry Rd Const CL
	45.78	S 85°04'44.4" W	
DE20223	70.00 R	173+00.00	McGinnis Ferry Rd Const CL
	38.66	N 74°01'29.5" W	
DE20222	70.00 R	172+61.34	McGinnis Ferry Rd Const CL
ARC LENGTH = 21.97			
CHORD BEAR = N 46°55'05.2" W			
LNTH CHORD = 21.96			
RADIUS = 224.97			
DEGREE = 25°28'07.0"			
DE20214	60.00 R	172+41.79	McGinnis Ferry Rd Const CL
REQD EASMT = 1551.70 SF			
REQD EASMT = 0.036 ACRES			

REQD R/W - PAR 30/SV20 REQ'D R/W DE571

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20220	50.00 R	173+97.65	McGinnis Ferry Rd Const CL
	21.82	N 56°57'47.5" E	
628	33.53 R	174+11.96	McGinnis Ferry Rd Const CL
	14.55	S 72°48'14.6" E	
624	35.12 R	174+86.50	McGinnis Ferry Rd Const CL
	13.98	S 38°46'49.3" W	
DE20229	48.00 R	174+81.08	McGinnis Ferry Rd Const CL
	66.08	N 74°01'29.5" W	
DE20228	48.00 R	174+15.00	McGinnis Ferry Rd Const CL
	17.47	N 80°36'00.0" W	
DE20230	50.00 R	174+97.65	McGinnis Ferry Rd Const CL
REQD R/W = 1091.29 SF			
REQD R/W = 0.025 ACRES			
REMAINDER = +/- 0.218 ACRES			

REQD PERM ESMT - PAR 30/SV20 REQ'D PERM. EASM'T. DE572

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20230	55.00 R	173+91.30	McGinnis Ferry Rd Const CL
	6.62	N 56°57'47.5" E	
DE20220	50.00 R	173+97.65	McGinnis Ferry Rd Const CL
	17.47	S 80°36'00.0" E	
DE20228	48.00 R	174+15.00	McGinnis Ferry Rd Const CL
	66.08	S 74°01'29.5" E	
DE20229	48.00 R	174+81.08	McGinnis Ferry Rd Const CL
	7.59	S 38°46'49.3" W	
DE20231	55.00 R	174+78.14	McGinnis Ferry Rd Const CL
	84.83	N 74°01'29.5" W	
DE20230	55.00 R	173+91.30	McGinnis Ferry Rd Const CL
REQD EASMT = 567.74 SF			
REQD EASMT = 0.013 ACRES			

REQD R/W - PAR 31/SV21 REQ'D R/W DE573

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20229	48.00 R	174+81.08	McGinnis Ferry Rd Const CL
	13.98	N 38°46'49.9" E	
624	35.12 R	174+86.50	McGinnis Ferry Rd Const CL
	65.36	S 72°40'22.4" E	
623	36.66 R	175+51.84	McGinnis Ferry Rd Const CL
	10.80	S 32°46'57.6" W	
DE20232	47.00 R	175+48.72	McGinnis Ferry Rd Const CL
	67.64	N 74°52'18.9" W	
DE20229	48.00 R	174+81.08	McGinnis Ferry Rd Const CL
REQD R/W = 773.33 SF			
REQD R/W = 0.018 ACRES			
REMAINDER = +/- 0.226 ACRES			

REQD PERM ESMT - PAR 31/SV21 REQ'D PERM. EASM'T. DE574

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20231	55.00 R	174+78.14	McGinnis Ferry Rd Const CL
	7.59	N 38°46'49.9" E	
DE20229	48.00 R	174+81.08	McGinnis Ferry Rd Const CL
	67.64	S 74°52'18.9" E	
DE20232	47.00 R	175+48.72	McGinnis Ferry Rd Const CL
	8.36	S 32°46'57.6" W	
DE20233	55.00 R	175+46.30	McGinnis Ferry Rd Const CL
	68.16	N 74°01'29.5" W	
DE20231	55.00 R	174+78.14	McGinnis Ferry Rd Const CL
REQD EASMT = 507.90 SF			
REQD EASMT = 0.012 ACRES			

REQD R/W - PAR 32/SV22 REQ'D R/W DE575

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20232	47.00 R	175+48.72	McGinnis Ferry Rd Const CL
	10.80	N 32°46'57.6" E	
623	36.66 R	175+51.84	McGinnis Ferry Rd Const CL
	18.30	S 72°58'26.8" E	
10346	37.95 R	176+30.63	McGinnis Ferry Rd Const CL
	12.04	S 34°41'09.9" W	
DE20235	49.40 R	176+26.81	McGinnis Ferry Rd Const CL
	17.87	N 65°59'44.9" W	
DE20234	47.00 R	176+08.57	McGinnis Ferry Rd Const CL
	59.85	N 74°01'29.5" W	
DE20232	47.00 R	175+48.72	McGinnis Ferry Rd Const CL
REQD R/W = 779.32 SF			
REQD R/W = 0.018 ACRES			
REMAINDER = +/- 0.265 ACRES			

REQD PERM ESMT - PAR 32/SV22 REQ'D PERM. EASM'T. DE576

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20233	55.00 R	175+46.30	McGinnis Ferry Rd Const CL
	8.36	N 32°46'57.6" E	
DE20232	47.00 R	175+48.72	McGinnis Ferry Rd Const CL
	59.85	S 74°01'29.5" E	
DE20234	47.00 R	176+08.57	McGinnis Ferry Rd Const CL
	17.87	S 65°59'44.9" E	
DE20235	49.40 R	176+26.81	McGinnis Ferry Rd Const CL
	5.89	S 34°41'09.9" W	
DE20236	55.00 R	176+24.92	McGinnis Ferry Rd Const CL
	78.07	N 73°58'02.6" W	
DE20233	55.00 R	175+46.30	McGinnis Ferry Rd Const CL
REQD EASMT = 605.89 SF			
REQD EASMT = 0.014 ACRES			

REQD R/W - PAR 33/SV23 REQ'D R/W DE577

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20235	49.40 R	176+26.81	McGinnis Ferry Rd Const CL
	12.04	N 34°41'09.9" E	
10346	37.95 R	176+30.63	McGinnis Ferry Rd Const CL
	85.67	S 72°49'33.2" E	
10305	36.32 R	177+18.27	McGinnis Ferry Rd Const CL
ARC LENGTH = 5.53			
CHORD BEAR = S 72°42'51.6" E			
LNTH CHORD = 5.53			
RADIUS = 1419.23			
DEGREE = 4°02'13.6"			
10307	36.07 R	177+23.92	McGinnis Ferry Rd Const CL
	9.95	S 58°52'24.1" E	
627	37.96 R	177+33.91	McGinnis Ferry Rd Const CL
	20.18	S 27°10'34.5" W	
DE20238	58.00 R	177+31.41	McGinnis Ferry Rd Const CL
	30.33	W 68°24'55.6" W	
DE20237	57.00 R	177+00.00	McGinnis Ferry Rd Const CL
	71.23	W 65°59'44.9" W	
DE20235	49.40 R	176+26.81	McGinnis Ferry Rd Const CL
REQD R/W = 1761.02 SF			
REQD R/W = 0.040 ACRES			
REMAINDER = +/- 0.341 ACRES			

REQD PERM ESMT - PAR 33/SV23 REQ'D PERM. EASM'T. DE578

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20236	55.00 R	176+24.92	McGinnis Ferry Rd Const CL
	5.89	N 34°41'09.9" E	
DE20235	49.40 R	176+26.81	McGinnis Ferry Rd Const CL
	71.23	S 65°59'44.9" E	
DE20237	57.00 R	177+00.00	McGinnis Ferry Rd Const CL
	30.33	S 68°24'55.6" E	
DE20238	58.00 R	177+31.41	McGinnis Ferry Rd Const CL
	5.72	S 27°10'34.5" W	
10349	63.68 R	177+30.59	McGinnis Ferry Rd Const CL
	102.32	N 66°45'22.8" W	
DE20236	55.00 R	176+24.92	McGinnis Ferry Rd Const CL
REQD EASMT = 539.83 SF			
REQD EASMT = 0.012 ACRES			

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO:0004634
COUNTY: FORSYTH/FULTON
LAND LOT NO:
LAND DISTRICT:
GMD
DATE SH OF
DRAWING No. 60-0016

STATE OF GEORGIA RESOLUTION R2021- _____

COUNTY OF FULTON

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE CERTAIN PROPERTY LOCATED AT 4935 TIDEWATER WAY, ALPHARETTA, GEORGIA (TAX PARCEL NO.: 21 -5680-1034-042-2) FOR ROAD PROJECT - MCGINNIS FERRY ROAD WIDENING FROM RONALD REAGAN BOULEVARD/UNION HILL ROAD TO HOSPITAL PARKWAY

WHEREAS, the City of Alpharetta (the "City"), in conjunction with the City of Johns Creek and Forsyth County, has determined that it is necessary to construct a road project, which includes the widening of, and construction of other operational improvements to, a portion of McGinnis Ferry Road, such road project being known as the McGinnis Ferry Road from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway project (the "Project"); and

WHEREAS, in order to construct the Project, it is necessary to acquire certain rights to, in, over, under, through, and across the property now or formerly owned by Myriam Denis located at 4935 Tidewater Way (Tax Parcel No.: 21 -5680-1034-042-2) within the City of Alpharetta, Georgia (reference: **Project Parcel 32**), as further described and shown in Attachment "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the Mayor and Council have considered the Project and determined that the Project and the use of eminent domain to acquire those certain rights to, in, over, under, through, and across the foregoing property are necessary, in the public interest, and must be carried out expeditiously to ensure the timely completion of the Project.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, AS FOLLOWS:

For public road purposes and to meet the public necessity for immediately acquiring the subject property rights, which are hereby declared, the Mayor and Council authorize the City Attorney's Office to acquire through the use of Eminent Domain, pursuant to Title 32 of the Official Code of Georgia Annotated, the necessary property rights to, in, over, under, through, and across the property located at 4935 Tidewater Way, Alpharetta, Georgia (Tax Parcel No.: 21 - 5680-1034-042-2), in order to ensure the timely completion of the Project - McGinnis Ferry Road from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway. Further, the Mayor and the City Administrator are specifically authorized to execute, on behalf of and as if signed by every member of the governing authority of the City, the Mayor and Council, any and all documents necessary to

further the filing of any Petition for Condemnation or Declaration of Taking related to the same and/or in furtherance of this Resolution.

SO RESOLVED, this _____ day of _____ 2021.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

_____
Jason Binder

_____
Ben Burnett

_____
John Hipes

_____
Dan Merkel

(SEAL)

_____
Donald Mitchell

Attest:

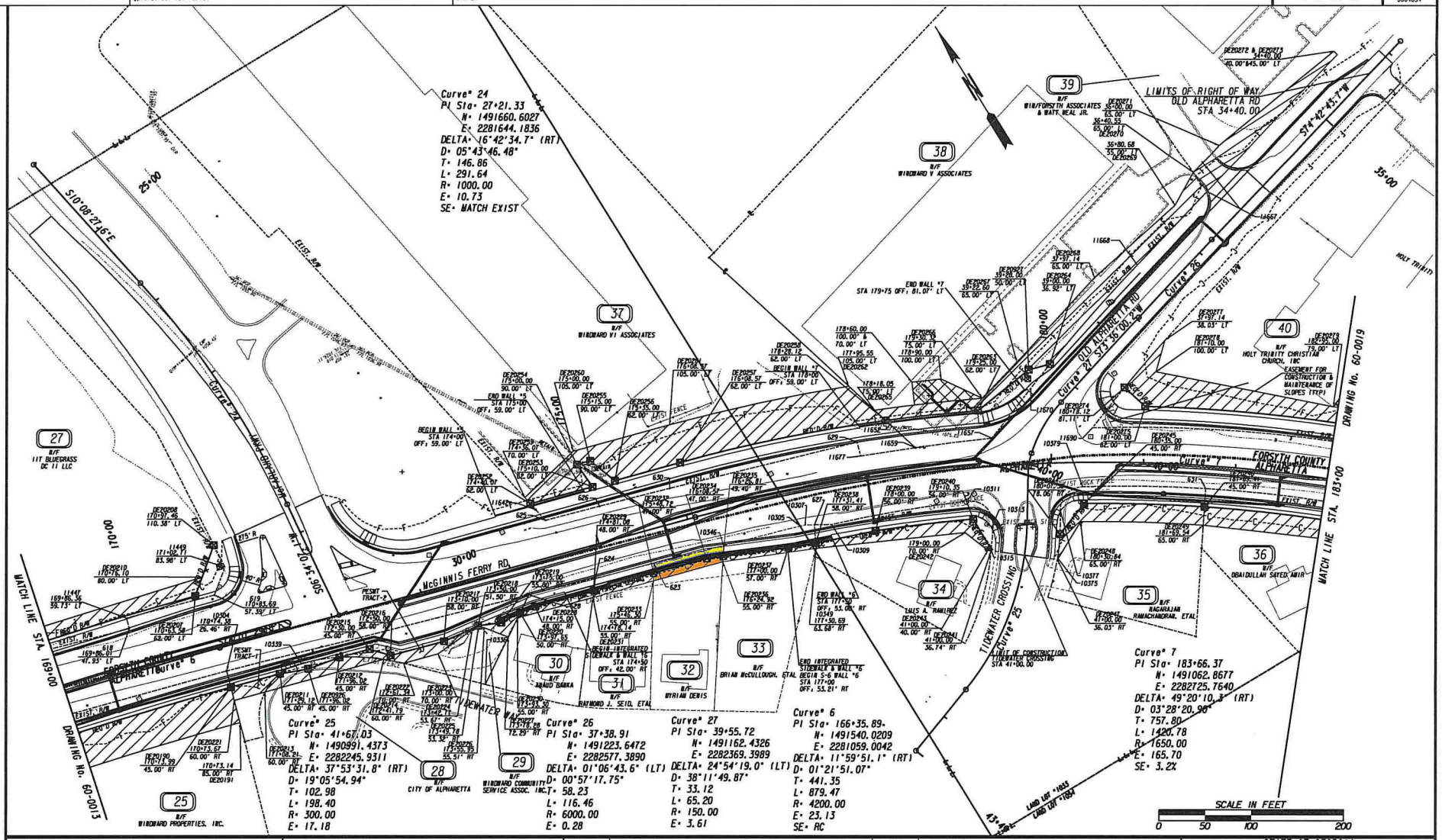
_____
Erin Cobb, City Clerk

_____
Karen Richard

Approve as to form and legal sufficiency:

_____
City Attorney
4285451

2/5/2020 CVE-Darla | GPLOT-V8 gplotborder-v8I-PO.tbl | 20162117_60-0015.dgn GRMPLM | GDOT | P.I. No. 0004634



PROPERTY AND EXISTING R/W LINE	
REQUIRED R/W LINE	
CONSTRUCTION LIMITS	
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	
EASEMENT FOR CONSTR OF SLOPES	
EASEMENT FOR CONSTR OF DRIVES	

BEGIN LIMIT OF ACCESS	BLA
END LIMIT OF ACCESS	ELA
EXISTING LIMIT OF ACCESS	
REQ'D LIMIT OF ACCESS	
EXISTING LIMIT OF ACCESS & R/W	
REQ'D LIMIT OF ACCESS & R/W	
ORANGE BARRIER FENCE	
ESA - ENV. SENSITIVE AREA	

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY MAP

PROJECT NO: 0004634
COUNTY: FORSYTH/FULTON
LAND LOT NO:
LAND DISTRICT:
GMD
DATE SH OF

DRAWING No. 60-0015

7/2/2015 GRMPLM

REQD R/W - PAR 28/SV   REQ'D R/W   DE566

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20211	45.00 R	171+29.12	McGinnis Ferry Rd Const CL
ARC LENGTH = 25.62			
CHORD BEAR = S 85°03'40.5" E			
LNTH CHORD = 25.43			
RADIUS = 59.99			
DEGREE = 95°30'25.9"			
10339	40.13 R	171+54.07	McGinnis Ferry Rd Const CL
ARC LENGTH = 42.30			
CHORD BEAR = S 67°24'24.9" E			
LNTH CHORD = 42.23			
RADIUS = 224.97			
DEGREE = 25°28'07.0"			
DE20212	45.00 R	171+96.02	McGinnis Ferry Rd Const CL
	36.15	N 78°47'06.9" W	
DE20926	48.00 R	171+60.00	McGinnis Ferry Rd Const CL
	31.03	N 68°28'35.7" W	
DE20211	45.00 R	171+29.12	McGinnis Ferry Rd Const CL

REQD R/W = 314.32 SF
REQD R/W = 0.007 ACRES
REMAINDER = +/- unknown ACRES

REQD PERM ESMT - PAR 28/SV   REQ'D PERM. EASM'T.   DE567

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20213	60.00 R	171+08.21	McGinnis Ferry Rd Const CL
ARC LENGTH = 25.93			
CHORD BEAR = N 70°19'10.5" E			
LNTH CHORD = 25.73			
RADIUS = 59.99			
DEGREE = 95°30'26.0"			
DE20211	45.00 R	171+29.12	McGinnis Ferry Rd Const CL
	31.03	S 68°28'35.7" E	
DE20926	48.00 R	171+60.00	McGinnis Ferry Rd Const CL
	36.15	S 78°47'06.9" E	
DE20212	45.00 R	171+96.02	McGinnis Ferry Rd Const CL
ARC LENGTH = 48.25			
CHORD BEAR = S 55°52'35.5" E			
LNTH CHORD = 48.16			
RADIUS = 224.97			
DEGREE = 25°28'07.0"			
DE20214	60.00 R	172+41.79	McGinnis Ferry Rd Const CL
	133.58	N 74°01'29.5" W	
DE20213	60.00 R	171+08.21	McGinnis Ferry Rd Const CL

REQD EASMT = 1468.81 SF
REQD EASMT = 0.034 ACRES

REQD R/W - PAR 29/SV19   REQ'D R/W   DE568

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20190	45.00 R	170+73.99	McGinnis Ferry Rd Const CL
	18.54	N 17°10'26.9" E	
10304	26.46 R	170+74.38	McGinnis Ferry Rd Const CL
	337.66	S 72°49'33.5" E	
628	33.53 R	174+11.96	McGinnis Ferry Rd Const CL
	21.82	S 56°57'47.5" W	
DE20220	50.00 R	173+97.65	McGinnis Ferry Rd Const CL
	23.19	N 86°28'26.6" W	
DE20219	55.00 R	173+75.00	McGinnis Ferry Rd Const CL
	25.24	N 66°03'18.9" W	
DE20218	51.50 R	173+50.00	McGinnis Ferry Rd Const CL
	40.52	N 83°15'17.1" W	
DE20217	58.00 R	173+10.00	McGinnis Ferry Rd Const CL
	60.00	N 74°01'29.5" W	
DE20216	58.00 R	172+50.00	McGinnis Ferry Rd Const CL
	23.85	N 41°00'03.6" W	
DE20215	45.00 R	172+30.00	McGinnis Ferry Rd Const CL
	33.98	N 74°01'29.5" W	
DE20212	45.00 R	171+96.02	McGinnis Ferry Rd Const CL
ARC LENGTH = 42.30			
CHORD BEAR = N 67°24'24.9" W			
LNTH CHORD = 42.23			
RADIUS = 224.97			
DEGREE = 25°28'07.0"			
10339	40.13 R	171+54.07	McGinnis Ferry Rd Const CL
ARC LENGTH = 25.62			
CHORD BEAR = N 85°03'40.5" W			
LNTH CHORD = 25.43			
RADIUS = 59.99			
DEGREE = 95°30'25.9"			
DE20211	45.00 R	171+29.12	McGinnis Ferry Rd Const CL
	55.12	N 74°01'29.5" W	
DE20190	45.00 R	170+73.99	McGinnis Ferry Rd Const CL

REQD R/W = 6484.97 SF
REQD R/W = 0.149 ACRES
REMAINDER = +/- 0.155 ACRES

REQD PERM ESMT - PAR 29/SV19   REQ'D PERM. EASM'T.   DE569 PESMT-TRACT-1

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20221	60.00 R	170+73.67	McGinnis Ferry Rd Const CL
	15.00	N 17°10'26.9" E	
DE20190	45.00 R	170+73.99	McGinnis Ferry Rd Const CL
	55.12	S 74°01'29.5" E	
DE20211	45.00 R	171+29.12	McGinnis Ferry Rd Const CL
ARC LENGTH = 25.93			
CHORD BEAR = S 70°19'10.5" W			
LNTH CHORD = 25.73			
RADIUS = 59.99			
DEGREE = 95°30'26.0"			
DE20213	60.00 R	171+08.21	McGinnis Ferry Rd Const CL
	34.53	N 74°01'29.5" W	
DE20221	60.00 R	170+73.67	McGinnis Ferry Rd Const CL

REQD EASMT = 648.39 SF
REQD EASMT = 0.015 ACRES

REQD PERM ESMT - PAR 29/SV19   REQ'D PERM. EASM'T.   DE570 PESMT-TRACT-2

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20214	60.00 R	172+41.79	McGinnis Ferry Rd Const CL
ARC LENGTH = 48.25			
CHORD BEAR = N 55°52'35.5" W			
LNTH CHORD = 48.16			
RADIUS = 224.97			
DEGREE = 25°28'07.0"			
DE20212	45.00 R	171+96.02	McGinnis Ferry Rd Const CL
	33.98	S 74°01'29.5" E	
DE20215	45.00 R	172+30.00	McGinnis Ferry Rd Const CL
	23.85	S 41°00'03.6" E	
DE20216	58.00 R	172+50.00	McGinnis Ferry Rd Const CL
	60.00	S 74°01'29.5" E	
DE20217	58.00 R	173+10.00	McGinnis Ferry Rd Const CL
	40.52	S 83°15'17.1" E	
DE20218	51.50 R	173+50.00	McGinnis Ferry Rd Const CL
	25.24	S 66°03'18.9" E	
DE20219	55.00 R	173+75.00	McGinnis Ferry Rd Const CL
	23.19	S 86°28'26.6" E	
DE20220	50.00 R	173+97.65	McGinnis Ferry Rd Const CL
	29.53	S 56°57'47.5" W	
DE20227	72.29 R	173+78.28	McGinnis Ferry Rd Const CL
	27.93	N 37°05'10.2" W	
DE20226	55.51 R	173+55.95	McGinnis Ferry Rd Const CL
	6.55	N 54°32'47.3" W	
DE20225	53.32 R	173+49.78	McGinnis Ferry Rd Const CL
	7.02	N 76°51'46.7" W	
DE20224	53.67 R	173+42.77	McGinnis Ferry Rd Const CL
	45.78	S 85°04'44.4" W	
DE20223	70.00 R	173+00.00	McGinnis Ferry Rd Const CL
	38.66	N 74°01'29.5" W	
DE20222	70.00 R	172+61.34	McGinnis Ferry Rd Const CL
ARC LENGTH = 21.97			
CHORD BEAR = N 46°56'05.2" W			
LNTH CHORD = 21.96			
RADIUS = 224.97			
DEGREE = 25°28'07.0"			
DE20214	60.00 R	172+41.79	McGinnis Ferry Rd Const CL

REQD EASMT = 1551.70 SF
REQD EASMT = 0.036 ACRES

REQD R/W - PAR 30/SV20   REQ'D R/W   DE571

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20220	50.00 R	173+97.65	McGinnis Ferry Rd Const CL
	21.82	N 56°57'47.5" E	
628	33.53 R	174+11.96	McGinnis Ferry Rd Const CL
	74.55	S 72°48'14.6" E	
624	35.12 R	174+86.50	McGinnis Ferry Rd Const CL
	13.98	S 38°46'49.9" W	
DE20229	48.00 R	174+81.08	McGinnis Ferry Rd Const CL
	66.08	N 74°01'29.5" W	
DE20228	48.00 R	174+15.00	McGinnis Ferry Rd Const CL
	17.47	N 80°36'00.0" W	
DE20220	50.00 R	173+97.65	McGinnis Ferry Rd Const CL

REQD R/W = 1091.29 SF
REQD R/W = 0.025 ACRES
REMAINDER = +/- 0.218 ACRES

REQD PERM ESMT - PAR 30/SV20   REQ'D PERM. EASM'T.   DE572

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20230	55.00 R	173+93.30	McGinnis Ferry Rd Const CL
	6.62	N 56°57'47.5" E	
DE20220	50.00 R	173+97.65	McGinnis Ferry Rd Const CL
	17.47	S 80°36'00.0" E	
DE20228	48.00 R	174+15.00	McGinnis Ferry Rd Const CL
	66.08	S 74°01'29.5" E	
DE20229	48.00 R	174+81.08	McGinnis Ferry Rd Const CL
	7.59	S 38°46'49.9" W	
DE20231	55.00 R	174+78.14	McGinnis Ferry Rd Const CL
	84.83	N 74°01'29.5" W	
DE20230	55.00 R	173+93.30	McGinnis Ferry Rd Const CL

REQD EASMT = 567.24 SF
REQD EASMT = 0.013 ACRES

REQD R/W - PAR 31/SV21   REQ'D R/W   DE573

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20229	48.00 R	174+81.08	McGinnis Ferry Rd Const CL
	13.98	N 38°46'49.9" E	
624	35.12 R	174+86.50	McGinnis Ferry Rd Const CL
	65.36	S 72°40'22.4" E	
623	36.66 R	175+51.84	McGinnis Ferry Rd Const CL
	10.80	S 32°46'57.6" W	
DE20232	47.00 R	175+48.72	McGinnis Ferry Rd Const CL
	67.64	N 74°52'18.9" W	
DE20229	48.00 R	174+81.08	McGinnis Ferry Rd Const CL

REQD R/W = 773.33 SF
REQD R/W = 0.018 ACRES
REMAINDER = +/- 0.226 ACRES

REQD PERM ESMT - PAR 31/SV21   REQ'D PERM. EASM'T.   DE574

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20231	55.00 R	174+78.14	McGinnis Ferry Rd Const CL
	7.59	N 38°46'49.9" E	
DE20229	48.00 R	174+81.08	McGinnis Ferry Rd Const CL
	67.64	S 74°52'18.9" E	
DE20232	47.00 R	175+48.72	McGinnis Ferry Rd Const CL
	8.36	S 32°46'57.6" W	
DE20233	55.00 R	175+46.30	McGinnis Ferry Rd Const CL
	68.16	N 74°01'29.5" W	
DE20231	55.00 R	174+78.14	McGinnis Ferry Rd Const CL

REQD EASMT = 507.90 SF
REQD EASMT = 0.012 ACRES

REQD R/W - PAR 32/SV22   REQ'D R/W   DE575

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20232	47.00 R	175+48.72	McGinnis Ferry Rd Const CL
	10.80	N 32°46'57.6" E	
623	36.66 R	175+51.84	McGinnis Ferry Rd Const CL
	78.30	S 72°58'26.8" E	
10346	37.95 R	176+30.63	McGinnis Ferry Rd Const CL
	12.04	S 34°41'09.9" W	
DE20235	49.40 R	176+26.81	McGinnis Ferry Rd Const CL
	17.87	N 65°59'44.9" W	
DE20234	47.00 R	176+08.57	McGinnis Ferry Rd Const CL
	59.85	N 74°01'29.5" W	
DE20232	47.00 R	175+48.72	McGinnis Ferry Rd Const CL

REQD R/W = 779.32 SF
REQD R/W = 0.018 ACRES
REMAINDER = +/- 0.265 ACRES

REQD PERM ESMT - PAR 32/SV22   REQ'D PERM. EASM'T.   DE576

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20233	55.00 R	175+46.30	McGinnis Ferry Rd Const CL
	8.36	N 32°46'57.6" E	
DE20232	47.00 R	175+48.72	McGinnis Ferry Rd Const CL
	59.85	S 74°01'29.5" E	
DE20234	47.00 R	176+08.57	McGinnis Ferry Rd Const CL
	17.87	S 65°59'44.9" E	
DE20235	49.40 R	176+26.81	McGinnis Ferry Rd Const CL
	5.89	S 34°41'09.9" W	
DE20236	55.00 R	176+24.92	McGinnis Ferry Rd Const CL
	78.07	N 73°58'02.6" W	
DE20233	55.00 R	175+46.30	McGinnis Ferry Rd Const CL

REQD EASMT = 605.89 SF
REQD EASMT = 0.014 ACRES

REQD R/W - PAR 33/SV23   REQ'D R/W   DE577

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20235	49.40 R	176+26.81	McGinnis Ferry Rd Const CL
	12.04	N 34°41'09.9" E	
10346	37.95 R	176+30.63	McGinnis Ferry Rd Const CL
	85.67	S 72°49'33.2" E	
10305	36.32 R	177+18.27	McGinnis Ferry Rd Const CL
ARC LENGTH = 5.53			
CHORD BEAR = S 72°42'51.6" E			
LNTH CHORD = 5.53			
RADIUS = 1419.23			
DEGREE = 4°02'13.6"			
10307	36.07 R	177+23.92	McGinnis Ferry Rd Const CL
	9.95	S 58°52'24.1" E	
627	37.96 R	177+33.91	McGinnis Ferry Rd Const CL
	20.18	S 27°10'34.5" W	
DE20238	58.00 R	177+31.41	McGinnis Ferry Rd Const CL
	30.33	N 68°24'55.6" W	
DE20237	57.00 R	177+00.00	McGinnis Ferry Rd Const CL
	71.23	N 65°59'44.9" W	
DE20235	49.40 R	176+26.81	McGinnis Ferry Rd Const CL

REQD R/W = 1761.02 SF
REQD R/W = 0.040 ACRES
REMAINDER = +/- 0.341 ACRES

REQD PERM ESMT - PAR 33/SV23   REQ'D PERM. EASM'T.   DE578

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20236	55.00 R	176+24.92	McGinnis Ferry Rd Const CL
	5.89	N 34°41'09.9" E	
DE20235	49.40 R	176+26.81	McGinnis Ferry Rd Const CL
	71.23	S 65°59'44.9" E	
DE20237	57.00 R	177+00.00	McGinnis Ferry Rd Const CL
	30.33	S 68°24'55.6" E	
DE20238	58.00 R	177+31.41	McGinnis Ferry Rd Const CL
	5.72	S 27°10'34.5" W	
10349	63.68 R	177+30.69	McGinnis Ferry Rd Const CL
	102.32	N 66°45'22.8" W	
DE20236	55.00 R	176+24.92	McGinnis Ferry Rd Const CL

REQD EASMT = 539.83 SF
REQD EASMT = 0.012 ACRES

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS............BLA
END LIMIT OF ACCESS..............ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO:0004634
COUNTY: FORSYTH/FULTON
LAND LOT NO:
LAND DISTRICT:
GMD
DATE   SH   OF
DRAWING No. 60-0016

STATE OF GEORGIA RESOLUTION R2021- _____

COUNTY OF FULTON

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE CERTAIN PROPERTY LOCATED AT 13075 TIDEWATER CROSSING, ALPHARETTA, GEORGIA (TAX PARCEL NO.: 21 -5680-1033-085-2) FOR ROAD PROJECT - MCGINNIS FERRY ROAD WIDENING FROM RONALD REAGAN BOULEVARD/UNION HILL ROAD TO HOSPITAL PARKWAY

WHEREAS, the City of Alpharetta (the "City"), in conjunction with the City of Johns Creek and Forsyth County, has determined that it is necessary to construct a road project, which includes the widening of, and construction of other operational improvements to, a portion of McGinnis Ferry Road, such road project being known as the McGinnis Ferry Road from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway project (the "Project"); and

WHEREAS, in order to construct the Project, it is necessary to acquire certain rights to, in, over, under, through, and across the property now or formerly owned by Luis A. Ramirez located at 13075 Tidewater Crossing (Tax Parcel No.: 21 -5680-1033-085-2) within the City of Alpharetta, Georgia (reference: **Project Parcel 34**), as further described and shown in Attachment "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the Mayor and Council have considered the Project and determined that the Project and the use of eminent domain to acquire those certain rights to, in, over, under, through, and across the foregoing property are necessary, in the public interest, and must be carried out expeditiously to ensure the timely completion of the Project.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, AS FOLLOWS:

For public road purposes and to meet the public necessity for immediately acquiring the subject property rights, which are hereby declared, the Mayor and Council authorize the City Attorney's Office to acquire through the use of Eminent Domain, pursuant to Title 32 of the Official Code of Georgia Annotated, the necessary property rights to, in, over, under, through, and across the property located at 13075 Tidewater Way, Alpharetta, Georgia (Tax Parcel No.:21 - 5680-1033-085-2), in order to ensure the timely completion of the Project - McGinnis Ferry Road from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway. Further, the Mayor and the City Administrator are specifically authorized to execute, on behalf of and as if signed by every member of the governing authority of the City, the Mayor and Council, any and all documents necessary to

further the filing of any Petition for Condemnation or Declaration of Taking related to the same and/or in furtherance of this Resolution.

SO RESOLVED, this _____ day of _____ 2021.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

_____
Jason Binder

_____
Ben Burnett

_____
John Hipes

_____
Dan Merkel

(SEAL)

_____
Donald Mitchell

Attest:

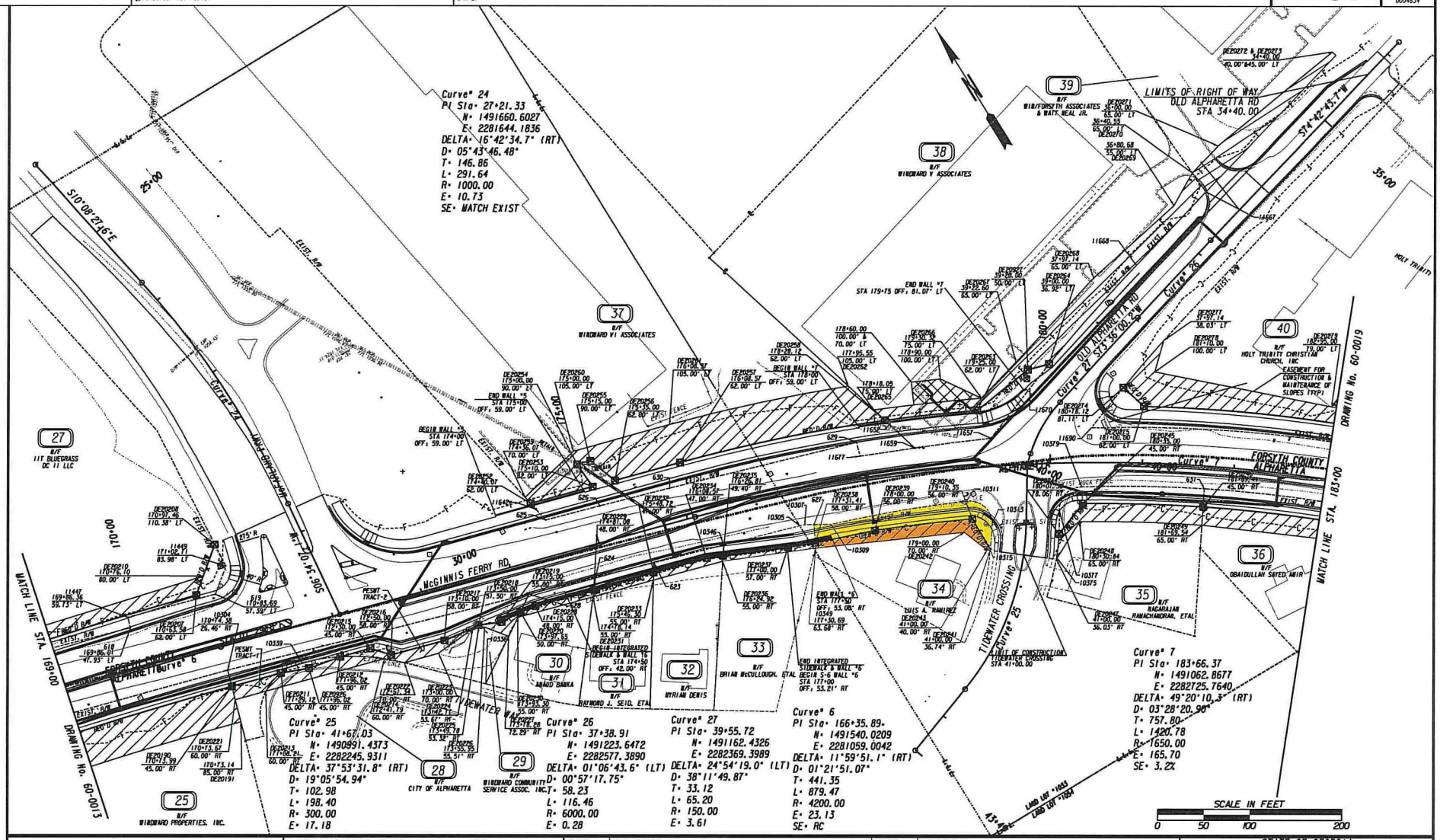
_____
Erin Cobb, City Clerk

_____
Karen Richard

Approve as to form and legal sufficiency:

_____
City Attorney
4285507

2/5/2020 CVE-Darla | GPLOT-V8 gplotborder-v81-PO.tbl | 2016217_60-0015.dgn GRMPLM | GDOT | P.I. No. 0004634



PROPERTY AND EXISTING R/W LINE	
REQUIRED R/W LINE	
CONSTRUCTION LIMITS	
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	
EASEMENT FOR CONSTR OF SLOPES	
EASEMENT FOR CONSTR OF DRIVES	

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP

PROJECT NO:0004634
COUNTY:FORSYTH/FULTON
LAND LOT NO:
LAND DISTRICT:
GMD
DATE SH OF

DRAWING No. 60-0015

7/2/2015 GRMPLM

REQ'D R/W - PAR 34/SV24 REQ'D R/W DE579

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20238	58.00 R	177+31.41	McGinnis Ferry Rd Const CL
	20.18	N 27°10'34.5" E	
627	37.96 R	177+33.91	McGinnis Ferry Rd Const CL
	18.58	S 58°52'26.1" E	
10309	41.34 R	177+52.62	McGinnis Ferry Rd Const CL
ARC LENGTH = 149.44			
CHORD BEAR = S 60°26'52.2" E			
LNTH CHORD = 149.37			
RADIUS = 1412.73			
DEGREE = 4°03'20.5"			
10311	35.91 R	179+05.53	McGinnis Ferry Rd Const CL
ARC LENGTH = 42.86			
CHORD BEAR = S 16°11'44.0" E			
LNTH CHORD = 37.80			
RADIUS = 25.00			
DEGREE = 229°13'02.1"			
10313	63.54 R	179+32.13	McGinnis Ferry Rd Const CL
ARC LENGTH = 87.53			
CHORD BEAR = S 35°49'08.9" W			
LNTH CHORD = 87.51			
RADIUS = 263.46			
DEGREE = 21°44'50.6"			
10315	90.74 R	179+27.77	McGinnis Ferry Rd Const CL
	38.52	N 1°09'12.7" E	
DE20240	56.00 R	179+10.35	McGinnis Ferry Rd Const CL
ARC LENGTH = 106.61			
CHORD BEAR = N 65°27'41.5" W			
LNTH CHORD = 106.59			
RADIUS = 1594.00			
DEGREE = 3°35'40.1"			
DE20239	56.00 R	178+00.00	McGinnis Ferry Rd Const CL
	66.24	N 70°17'53.1" W	
DE20238	58.00 R	177+31.41	McGinnis Ferry Rd Const CL
REQ'D R/W = 5775.38 SF			
REQ'D R/W = 0.087 ACRES			
REMAINDER = +/- 0.343 ACRES			

REQ'D PERM ESMT - PAR 34/SV24 REQ'D PERM. EASM'T. DE580

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
10349	63.68 R	177+30.68	McGinnis Ferry Rd Const CL
	5.72	N 27°10'34.5" E	
DE20238	58.00 R	177+31.41	McGinnis Ferry Rd Const CL
	66.24	S 70°17'53.1" E	
DE20239	56.00 R	178+00.00	McGinnis Ferry Rd Const CL
ARC LENGTH = 106.61			
CHORD BEAR = S 65°27'41.5" E			
LNTH CHORD = 106.59			
RADIUS = 1594.00			
DEGREE = 3°35'40.1"			
DE20240	56.00 R	179+10.35	McGinnis Ferry Rd Const CL
	38.52	S 1°09'12.7" W	
10315	90.74 R	179+21.77	McGinnis Ferry Rd Const CL
ARC LENGTH = 1.49			
CHORD BEAR = S 35°21'04.2" W			
LNTH CHORD = 1.49			
RADIUS = 268.21			
DEGREE = 21°21'44.3"			
DE20241	92.21 R	179+27.55	McGinnis Ferry Rd Const CL
	3.26	N 50°45'55.9" W	
DE20243	91.52 R	179+24.18	McGinnis Ferry Rd Const CL
	31.49	N 20°22'57.3" W	
DE20242	70.00 R	179+00.00	McGinnis Ferry Rd Const CL
	162.50	N 64°37'08.2" W	
10349	63.68 R	177+30.68	McGinnis Ferry Rd Const CL
REQ'D EASMT = 2314.77 SF			
REQ'D EASMT = 0.053 ACRES			

REQ'D R/W - PAR 35/SV25 REQ'D R/W DE581

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20244	78.06 R	180+07.30	McGinnis Ferry Rd Const CL
ARC LENGTH = 26.23			
CHORD BEAR = N 32°05'30.4" E			
LNTH CHORD = 26.22			
RADIUS = 336.45			
DEGREE = 17°01'46.3"			
10317	51.85 R	180+08.37	McGinnis Ferry Rd Const CL
ARC LENGTH = 39.18			
CHORD BEAR = N 74°46'18.2" E			
LNTH CHORD = 35.29			
RADIUS = 25.00			
DEGREE = 229°13'02.7"			
10379	26.67 R	180+33.70	McGinnis Ferry Rd Const CL
ARC LENGTH = 133.49			
CHORD BEAR = S 57°37'12.7" E			
LNTH CHORD = 133.44			
RADIUS = 1419.23			
DEGREE = 4°02'13.6"			
631	25.01 R	181+69.29	McGinnis Ferry Rd Const CL
	19.99	S 35°06'25.7" W	
DE20246	45.00 R	181+69.41	McGinnis Ferry Rd Const CL
ARC LENGTH = 130.75			
CHORD BEAR = N 56°53'00.5" W			
LNTH CHORD = 130.71			
RADIUS = 1605.00			
DEGREE = 3°34'11.4"			
DE20245	45.00 R	180+35.00	McGinnis Ferry Rd Const CL
	42.41	S 69°11'56.1" W	
DE20244	78.06 R	180+07.30	McGinnis Ferry Rd Const CL
REQ'D R/W = 3299.31 SF			
REQ'D R/W = 0.076 ACRES			
REMAINDER = +/- 0.438 ACRES			

REQ'D PERM ESMT - PAR 35/SV25 REQ'D PERM. EASM'T. DE582

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20247	36.03 L	1+00.00	Tidewater Crossing CL sta 179+74.87 RT
ARC LENGTH = 1.87			
CHORD BEAR = N 41°50'02.7" E			
LNTH CHORD = 1.87			
RADIUS = 331.70			
DEGREE = 17°16'24.1"			
10375	104.10 R	180+04.01	McGinnis Ferry Rd Const CL
ARC LENGTH = 26.23			
CHORD BEAR = N 36°33'31.6" E			
LNTH CHORD = 26.22			
RADIUS = 336.45			
DEGREE = 17°01'46.3"			
DE20244	78.06 R	180+07.30	McGinnis Ferry Rd Const CL
	42.47	N 69°11'56.1" E	
DE20245	45.00 R	180+35.00	McGinnis Ferry Rd Const CL
ARC LENGTH = 130.75			
CHORD BEAR = S 56°53'00.5" E			
LNTH CHORD = 130.71			
RADIUS = 1605.00			
DEGREE = 3°34'11.4"			
DE20246	45.00 R	181+69.41	McGinnis Ferry Rd Const CL
	20.00	S 35°06'26.0" W	
DE20249	65.00 R	181+69.54	McGinnis Ferry Rd Const CL
ARC LENGTH = 133.23			
CHORD BEAR = N 56°57'12.5" W			
LNTH CHORD = 133.19			
RADIUS = 1585.00			
DEGREE = 3°36'53.6"			
DE20248	65.00 R	180+30.84	McGinnis Ferry Rd Const CL
	48.40	S 62°25'56.0" W	
DE20247	36.03 L	1+00.00	Tidewater Crossing CL sta 179+74.87 RT
REQ'D EASMT = 3123.48 SF			
REQ'D EASMT = 0.072 ACRES			

REQ'D R/W - PAR 36/SV26 REQ'D R/W DE583

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20246	45.00 R	181+69.41	McGinnis Ferry Rd Const CL
	19.99	N 35°06'25.7" E	
631	25.01 R	181+69.29	McGinnis Ferry Rd Const CL
ARC LENGTH = 158.28			
CHORD BEAR = S 52°11'46.4" E			
LNTH CHORD = 138.23			
RADIUS = 1419.23			
DEGREE = 4°02'13.6"			
632	24.82 R	183+09.68	McGinnis Ferry Rd Const CL
	20.15	S 27°00'32.7" W	
DE20250	45.00 R	183+14.59	McGinnis Ferry Rd Const CL
ARC LENGTH = 141.22			
CHORD BEAR = N 52°01'44.8" W			
LNTH CHORD = 141.17			
RADIUS = 1605.00			
DEGREE = 3°34'11.4"			
DE20246	45.00 R	181+69.41	McGinnis Ferry Rd Const CL
REQ'D R/W = 2826.92 SF			
REQ'D R/W = 0.065 ACRES			
REMAINDER = +/- 0.385 ACRES			

REQ'D PERM ESMT - PAR 36/SV26 REQ'D PERM. EASM'T. DE584

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20249	65.00 R	181+69.54	McGinnis Ferry Rd Const CL
	20.00	N 35°06'26.0" E	
DE20246	45.00 R	181+69.41	McGinnis Ferry Rd Const CL
ARC LENGTH = 141.22			
CHORD BEAR = S 52°01'44.8" E			
LNTH CHORD = 141.17			
RADIUS = 1605.00			
DEGREE = 3°34'11.4"			
DE20250	45.00 R	183+14.59	McGinnis Ferry Rd Const CL
	20.57	S 27°00'32.7" W	
DE20251	65.00 R	183+19.58	McGinnis Ferry Rd Const CL
	144.09	N 51°56'24.9" W	
DE20249	65.00 R	181+69.54	McGinnis Ferry Rd Const CL
REQ'D EASMT = 3010.90 SF			
REQ'D EASMT = 0.069 ACRES			

REQ'D R/W - PAR 37/SV213 REQ'D R/W DE585

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20252	62.00 L	174+40.07	McGinnis Ferry Rd Const CL
	69.93	S 74°01'29.5" E	
DE20253	62.00 L	175+10.00	McGinnis Ferry Rd Const CL
	29.73	N 3°40'43.3" W	
DE20254	90.00 L	175+00.00	McGinnis Ferry Rd Const CL
	15.00	S 74°01'29.5" E	
DE20255	90.00 L	175+15.00	McGinnis Ferry Rd Const CL
	34.41	S 19°33'45.1" E	
DE20256	62.00 L	175+35.00	McGinnis Ferry Rd Const CL
	11.57	S 74°01'29.5" E	
DE20257	62.00 L	175+08.57	McGinnis Ferry Rd Const CL
ARC LENGTH = 227.80			
CHORD BEAR = S 70°12'46.6" E			
LNTH CHORD = 227.63			
RADIUS = 1712.00			
DEGREE = 3°20'48.2"			
DE20258	62.00 L	178+28.12	McGinnis Ferry Rd Const CL
	6.24	S 15°28'34.8" E	
11652	57.16 L	178+31.39	McGinnis Ferry Rd Const CL
	37.89	S 15°28'35.2" E	
11659	27.97 L	178+55.48	McGinnis Ferry Rd Const CL
	60.06	N 67°01'15.9" W	
11677	27.40 L	177+95.41	McGinnis Ferry Rd Const CL
	15.50	N 17°32'20.5" E	
629	42.84 L	177+95.10	McGinnis Ferry Rd Const CL
	209.47	N 72°27'56.9" W	
630	37.74 L	175+96.14	McGinnis Ferry Rd Const CL
	78.55	N 72°54'02.4" W	
626	39.28 L	175+11.61	McGinnis Ferry Rd Const CL
	60.41	N 73°09'26.2" W	
625	40.19 L	174+51.21	McGinnis Ferry Rd Const CL
	0.25	N 73°08'14.5" W	
11682	40.19 L	174+50.96	McGinnis Ferry Rd Const CL
	15.97	N 10°33'42.5" W	
11642	54.48 L	174+43.92	McGinnis Ferry Rd Const CL
	8.40	N 10°33'42.8" W	
DE20252	62.00 L	174+40.07	McGinnis Ferry Rd Const CL
REQ'D R/W = 10538.23 SF			
REQ'D R/W = 0.242 ACRES			
REMAINDER = +/- 6.156 ACRES			

REQ'D PERM ESMT - PAR 37/SV213 REQ'D PERM. EASM'T. DE586

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20259	70.00 L	174+36.07	McGinnis Ferry Rd Const CL
	72.88	N 77°15'31.0" E	
DE20260	105.00 L	175+00.00	McGinnis Ferry Rd Const CL
	108.57	S 74°01'29.5" E	
DE20261	105.00 L	176+08.57	McGinnis Ferry Rd Const CL
ARC LENGTH = 198.88			
CHORD BEAR = S 70°46'42.1" E			
LNTH CHORD = 198.78			
RADIUS = 1755.00			
DEGREE = 3°15'53.0"			
DE20262	105.00 L	177+95.55	McGinnis Ferry Rd Const CL
	54.95	S 15°28'34.8" E	
DE20258	62.00 L	178+28.12	McGinnis Ferry Rd Const CL
ARC LENGTH = 227.80			
CHORD BEAR = N 70°12'46.6" W			
LNTH CHORD = 227.63			
RADIUS = 1712.00			
DEGREE = 3°20'48.2"			
DE20257	62.00 L	176+08.57	McGinnis Ferry Rd Const CL
	73.57	N 74°01'29.5" W	
DE20256	62.00 L	175+35.00	McGinnis Ferry Rd Const CL
	34.41	N 19°33'45.1" W	
DE20255	90.00 L	175+15.00	McGinnis Ferry Rd Const CL
	15.00	N 74°01'29.5" W	
DE20254	90.00 L	175+00.00	McGinnis Ferry Rd Const CL
	29.73	S 3°40'43.3" E	
DE20253	62.00 L	175+10.00	McGinnis Ferry Rd Const CL
	69.93	N 74°01'29.5" W	
DE20252	62.00 L	174+40.07	McGinnis Ferry Rd Const CL
	8.94	N 10°33'42.8" W	
DE20259	70.00 L	174+36.07	McGinnis Ferry Rd Const CL
REQ'D EASMT = 14694.49 SF			
REQ'D EASMT = 0.342 ACRES			

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY MAP

PROJECT NO:0004634
COUNTY: FORSYTH/FULTON
LAND LOT NO:
LAND DISTRICT:
GMD
DATE SH OF

DRAWING No. 60-0017

STATE OF GEORGIA RESOLUTION R2021- _____
COUNTY OF FULTON

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE CERTAIN PROPERTY LOCATED AT 5045 TIDEWATER WAY, ALPHARETTA, GEORGIA (TAX PARCEL NO.: 21 -5680-1054-070-8) FOR ROAD PROJECT - MCGINNIS FERRY ROAD WIDENING FROM RONALD REAGAN BOULEVARD/UNION HILL ROAD TO HOSPITAL PARKWAY

WHEREAS, the City of Alpharetta (the "City"), in conjunction with the City of Johns Creek and Forsyth County, has determined that it is necessary to construct a road project, which includes the widening of, and construction of other operational improvements to, a portion of McGinnis Ferry Road, such road project being known as the McGinnis Ferry Road from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway project (the "Project"); and

WHEREAS, in order to construct the Project, it is necessary to acquire certain rights to, in, over, under, through, and across the property now or formerly owned by The Tran Ventures, LLC located at 5045 Tidewater Way (Tax Parcel No.: 21 -5680-1054-070-8) within the City of Alpharetta, Georgia (reference: **Project Parcel 44**), as further described and shown in Attachment "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the Mayor and Council have considered the Project and determined that the Project and the use of eminent domain to acquire those certain rights to, in, over, under, through, and across the foregoing property are necessary, in the public interest, and must be carried out expeditiously to ensure the timely completion of the Project.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, AS FOLLOWS:

For public road purposes and to meet the public necessity for immediately acquiring the subject property rights, which are hereby declared, the Mayor and Council authorize the City Attorney's Office to acquire through the use of Eminent Domain, pursuant to Title 32 of the Official Code of Georgia Annotated, the necessary property rights to, in, over, under, through, and across the property located at 5045 Tidewater Way, Alpharetta, Georgia (Tax Parcel No.:21 - 5680-1054-070-8), in order to ensure the timely completion of the Project - McGinnis Ferry Road from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway. Further, the Mayor and the City Administrator are specifically authorized to execute, on behalf of and as if signed by every member of the governing authority of the City, the Mayor and Council, any and all documents necessary to

further the filing of any Petition for Condemnation or Declaration of Taking related to the same and/or in furtherance of this Resolution.

SO RESOLVED, this _____ day of _____ 2021.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

_____
Jason Binder

_____
Ben Burnett

_____
John Hipes

_____
Dan Merkel

(SEAL)

_____
Donald Mitchell

Attest:

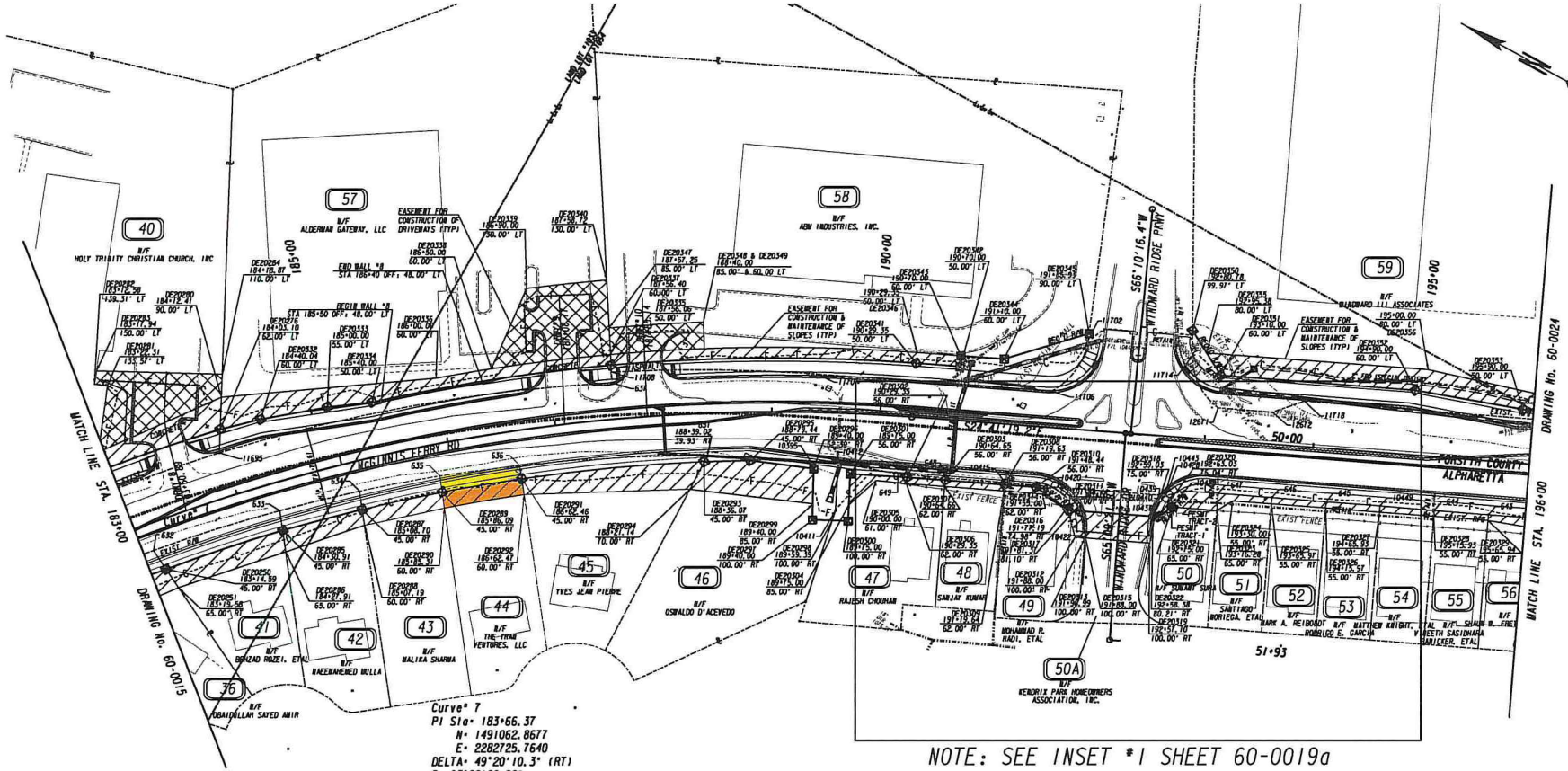
_____
Erin Cobb, City Clerk

_____
Karen Richard

Approve as to form and legal sufficiency:

_____
City Attorney
4286135

2/5/2020 CVE-Darla	GPLOT-V8 gplotborder-v8I-PO.tbl	2016217_60-0019.dgn GRMPLN	GDOT	P.I. No. 0004634



Curve# 7
PI Sta= 183+66.37
N= 1491062.8677
E= 2282725.7640
DELTA= 49°20'10.3" (RT)
D= 03°28'20.90"
T= 757.80
L= 1420.78
R= 1650.00
E= 165.70
SE= 3.2%

NOTE: SEE INSET #1 SHEET 60-0019a

SCALE IN FEET
0 50 100 200

PROPERTY AND EXISTING R/W LINE	
REQUIRED R/W LINE	
CONSTRUCTION LIMITS	
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	
EASEMENT FOR CONSTR OF SLOPES	
EASEMENT FOR CONSTR OF DRIVES	

BEGIN LIMIT OF ACCESS	BLA
END LIMIT OF ACCESS	ELA
EXISTING LIMIT OF ACCESS	
REQ'D LIMIT OF ACCESS	
EXISTING LIMIT OF ACCESS & R/W	
REQ'D LIMIT OF ACCESS & R/W	
ORANGE BARRIER FENCE	
ESA - ENV. SENSITIVE AREA	

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP

PROJECT NO: 0004634
COUNTY: FORSYTH/FULTON
LAND LOT NO:
LAND DISTRICT:
GMD
DATE SH OF

DRAWING No. 60-0019

7/3/2015 GRMPLN

REQD R/W - PAR 41/SV27 REQ'D R/W DE593

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20250	45.00 R	183+14.59	McGinnis Ferry Rd Const CL
	20.75	N 27°00'32.7" E	
632	24.82 R	183+09.68	McGinnis Ferry Rd Const CL
ARC LENGTH = 122.05			
CHORD BEAR = S 46°48'18.8" E			
LNTH CHORD = 122.01			
RADIUS = 1419.23			
DEGREE = 4°02'13.6"			
633	26.35 R	184+33.63	McGinnis Ferry Rd Const CL
	18.83	S 52°42'56.2" W	
DE20285	45.00 R	184+30.91	McGinnis Ferry Rd Const CL
ARC LENGTH = 113.14			
CHORD BEAR = N 47°29'20.3" W			
LNTH CHORD = 113.12			
RADIUS = 1605.00			
DEGREE = 3°34'11.4"			
DE20250	45.00 R	183+14.59	McGinnis Ferry Rd Const CL
REQD R/W = 2295.51 SF			
REQD R/W = 0.053 ACRES			
REMAINDER = +/- 0.259 ACRES			

REQD PERM ESMT - PAR 41/SV27 REQ'D PERM. EASM'T. DE594

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20251	65.00 R	183+19.58	McGinnis Ferry Rd Const CL
	20.57	N 27°00'32.7" E	
DE20250	45.00 R	183+14.59	McGinnis Ferry Rd Const CL
ARC LENGTH = 112.65			
CHORD BEAR = S 47°29'52.3" E			
LNTH CHORD = 112.62			
RADIUS = 1605.00			
DEGREE = 3°34'11.4"			
DE20285	45.00 R	184+30.40	McGinnis Ferry Rd Const CL
	20.14	S 51°19'02.8" W	
DE20286	65.00 R	184+27.91	McGinnis Ferry Rd Const CL
	104.04	N 47°27'15.4" W	
DE20251	65.00 R	183+19.58	McGinnis Ferry Rd Const CL
REQD EASMT = 2226.29 SF			
REQD EASMT = 0.051 ACRES			

REQD R/W - PAR 42/SV28 REQ'D R/W DE595

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20285	45.00 R	184+30.91	McGinnis Ferry Rd Const CL
	18.83	N 52°42'56.2" E	
633	26.35 R	184+33.63	McGinnis Ferry Rd Const CL
ARC LENGTH = 75.51			
CHORD BEAR = S 42°55'45.0" E			
LNTH CHORD = 75.51			
RADIUS = 1419.23			
DEGREE = 4°02'13.6"			
634	27.82 R	185+10.39	McGinnis Ferry Rd Const CL
	17.26	S 52°45'21.3" W	
DE20287	45.00 R	185+08.70	McGinnis Ferry Rd Const CL
ARC LENGTH = 75.67			
CHORD BEAR = N 44°07'07.7" W			
LNTH CHORD = 75.66			
RADIUS = 1605.00			
DEGREE = 3°34'11.4"			
DE20285	45.00 R	184+30.91	McGinnis Ferry Rd Const CL
REQD R/W = 1358.60 SF			
REQD R/W = 0.031 ACRES			
REMAINDER = +/- 0.299 ACRES			

REQD PERM ESMT - PAR 42/SV28 REQ'D PERM. EASM'T. DE596

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20286	65.00 R	184+27.91	McGinnis Ferry Rd Const CL
	20.21	N 52°42'56.2" E	
DE20285	45.00 R	184+30.91	McGinnis Ferry Rd Const CL
ARC LENGTH = 75.67			
CHORD BEAR = S 44°07'07.7" E			
LNTH CHORD = 75.66			
RADIUS = 1605.00			
DEGREE = 3°34'11.4"			
DE20287	45.00 R	185+08.70	McGinnis Ferry Rd Const CL
	15.07	S 52°45'21.3" W	
DE20288	60.00 R	185+07.19	McGinnis Ferry Rd Const CL
	76.44	N 47°56'47.4" W	
DE20286	65.00 R	184+27.91	McGinnis Ferry Rd Const CL
REQD EASMT = 1347.55 SF			
REQD EASMT = 0.031 ACRES			

REQD R/W - PAR 43/SV29 REQ'D R/W DE597

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20287	45.00 R	185+08.70	McGinnis Ferry Rd Const CL
	17.26	N 52°45'21.3" E	
634	27.82 R	185+10.39	McGinnis Ferry Rd Const CL
ARC LENGTH = 75.17			
CHORD BEAR = S 39°57'05.8" E			
LNTH CHORD = 75.17			
RADIUS = 1419.23			
DEGREE = 4°02'13.6"			
635	29.70 R	185+86.87	McGinnis Ferry Rd Const CL
	15.32	S 52°46'54.1" W	
DE20289	45.00 R	185+86.09	McGinnis Ferry Rd Const CL
ARC LENGTH = 75.28			
CHORD BEAR = N 41°25'27.9" W			
LNTH CHORD = 75.28			
RADIUS = 1605.00			
DEGREE = 3°34'11.4"			
DE20287	45.00 R	185+08.70	McGinnis Ferry Rd Const CL
REQD R/W = 1225.74 SF			
REQD R/W = 0.028 ACRES			
REMAINDER = +/- 0.325 ACRES			

REQD PERM ESMT - PAR 43/SV29 REQ'D PERM. EASM'T. DE598

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20288	60.00 R	185+07.19	McGinnis Ferry Rd Const CL
	15.07	N 52°45'21.3" E	
DE20287	45.00 R	185+08.70	McGinnis Ferry Rd Const CL
ARC LENGTH = 75.28			
CHORD BEAR = S 41°25'27.9" E			
LNTH CHORD = 75.28			
RADIUS = 1605.00			
DEGREE = 3°34'11.4"			
DE20289	45.00 R	185+86.09	McGinnis Ferry Rd Const CL
	15.02	S 52°46'54.1" W	
DE20290	60.00 R	185+85.31	McGinnis Ferry Rd Const CL
	75.27	N 41°27'50.6" W	
DE20288	60.00 R	185+07.19	McGinnis Ferry Rd Const CL
REQD EASMT = 1151.56 SF			
REQD EASMT = 0.026 ACRES			

REQD R/W - PAR 44/SV30 REQ'D R/W DE599

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20289	45.00 R	185+86.09	McGinnis Ferry Rd Const CL
	15.32	N 52°46'54.1" E	
635	29.70 R	185+86.87	McGinnis Ferry Rd Const CL
ARC LENGTH = 74.22			
CHORD BEAR = S 36°19'34.7" E			
LNTH CHORD = 74.21			
RADIUS = 1419.23			
DEGREE = 4°02'13.6"			
636	32.83 R	186+62.46	McGinnis Ferry Rd Const CL
	12.17	S 52°32'10.1" W	
DE20291	45.00 R	186+62.46	McGinnis Ferry Rd Const CL
ARC LENGTH = 74.29			
CHORD BEAR = N 38°45'16.8" W			
LNTH CHORD = 74.28			
RADIUS = 1605.00			
DEGREE = 3°34'11.4"			
DE20289	45.00 R	185+86.09	McGinnis Ferry Rd Const CL
REQD R/W = 1023.21 SF			
REQD R/W = 0.023 ACRES			
REMAINDER = +/- 0.312 ACRES			

REQD PERM ESMT - PAR 44/SV30 REQ'D PERM. EASM'T. DE600

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20290	60.00 R	185+85.31	McGinnis Ferry Rd Const CL
	15.02	N 52°46'54.1" E	
DE20289	45.00 R	185+86.09	McGinnis Ferry Rd Const CL
ARC LENGTH = 74.29			
CHORD BEAR = S 38°45'16.8" E			
LNTH CHORD = 74.28			
RADIUS = 1605.00			
DEGREE = 3°34'11.4"			
DE20291	45.00 R	186+62.46	McGinnis Ferry Rd Const CL
	15.00	S 52°32'10.1" W	
DE20292	60.00 R	186+62.47	McGinnis Ferry Rd Const CL
ARC LENGTH = 74.35			
CHORD BEAR = N 38°46'04.9" W			
LNTH CHORD = 74.35			
RADIUS = 1590.00			
DEGREE = 3°36'12.6"			
DE20290	60.00 R	185+85.31	McGinnis Ferry Rd Const CL
REQD EASMT = 1114.83 SF			
REQD EASMT = 0.026 ACRES			

REQD R/W - PAR 45/SV31 REQ'D R/W DE601

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20291	45.00 R	186+62.46	McGinnis Ferry Rd Const CL
	12.17	N 52°32'10.1" E	
636	32.83 R	186+62.46	McGinnis Ferry Rd Const CL
ARC LENGTH = 172.85			
CHORD BEAR = S 32°00'29.6" E			
LNTH CHORD = 172.74			
RADIUS = 1419.23			
DEGREE = 4°02'13.6"			
651	39.93 R	188+39.02	McGinnis Ferry Rd Const CL
	5.83	S 88°17'27.4" W	
DE20293	45.00 R	188+36.07	McGinnis Ferry Rd Const CL
ARC LENGTH = 168.87			
CHORD BEAR = N 34°24'52.3" W			
LNTH CHORD = 168.79			
RADIUS = 1605.00			
DEGREE = 3°34'11.4"			
DE20291	45.00 R	186+62.46	McGinnis Ferry Rd Const CL
REQD R/W = 1513.69 SF			
REQD R/W = 0.035 ACRES			
REMAINDER = +/- 0.421 ACRES			

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS............BLA
END LIMIT OF ACCESS..............ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY MAP

PROJECT NO:0004634
COUNTY: FORSYTH/FULTON
LAND LOT NO:
LAND DISTRICT:
GMD
DATE SH OF

DRAWING No. 60-0020

STATE OF GEORGIA RESOLUTION R2021- _____

COUNTY OF FULTON

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE CERTAIN PROPERTY LOCATED AT 13049 DARTMORE AVENUE, ALPHARETTA, GEORGIA (TAX PARCEL NO.: 21 -5680-1054-088-0) FOR ROAD PROJECT - MCGINNIS FERRY ROAD WIDENING FROM RONALD REAGAN BOULEVARD/UNION HILL ROAD TO HOSPITAL PARKWAY

WHEREAS, the City of Alpharetta (the "City"), in conjunction with the City of Johns Creek and Forsyth County, has determined that it is necessary to construct a road project, which includes the widening of, and construction of other operational improvements to, a portion of McGinnis Ferry Road, such road project being known as the McGinnis Ferry Road from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway project (the "Project"); and

WHEREAS, in order to construct the Project, it is necessary to acquire certain rights to, in, over, under, through, and across the property now or formerly owned by Sanjay Kumar and Vijaya Gupta located at 13049 Dartmore Avenue (Tax Parcel No.: 21 -5680-1054-088-0) within the City of Alpharetta, Georgia (reference: **Project Parcel 48**), as further described and shown in Attachment "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the Mayor and Council have considered the Project and determined that the Project and the use of eminent domain to acquire those certain rights to, in, over, under, through, and across the foregoing property are necessary, in the public interest, and must be carried out expeditiously to ensure the timely completion of the Project.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, AS FOLLOWS:

For public road purposes and to meet the public necessity for immediately acquiring the subject property rights, which are hereby declared, the Mayor and Council authorize the City Attorney's Office to acquire through the use of Eminent Domain, pursuant to Title 32 of the Official Code of Georgia Annotated, the necessary property rights to, in, over, under, through, and across the property located at 13049 Dartmore Avenue, Alpharetta, Georgia (Tax Parcel No.: 21 -5680-1054-088-0), in order to ensure the timely completion of the Project - McGinnis Ferry Road from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway. Further, the Mayor and the City Administrator are specifically authorized to execute, on behalf of and as if signed by every member of the governing authority of the City, the Mayor and Council, any and all documents necessary to

further the filing of any Petition for Condemnation or Declaration of Taking related to the same and/or in furtherance of this Resolution.

SO RESOLVED, this _____ day of _____ 2021.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

_____
Jason Binder

_____
Ben Burnett

_____
John Hipes

_____
Dan Merkel

(SEAL)

_____
Donald Mitchell

Attest:

_____
Erin Cobb, City Clerk

_____
Karen Richard

Approve as to form and legal sufficiency:

_____
City Attorney
4287912

2/5/2020
CVE-Darla

GPLOT-V8
gplotborder-v8I-PO.tbl

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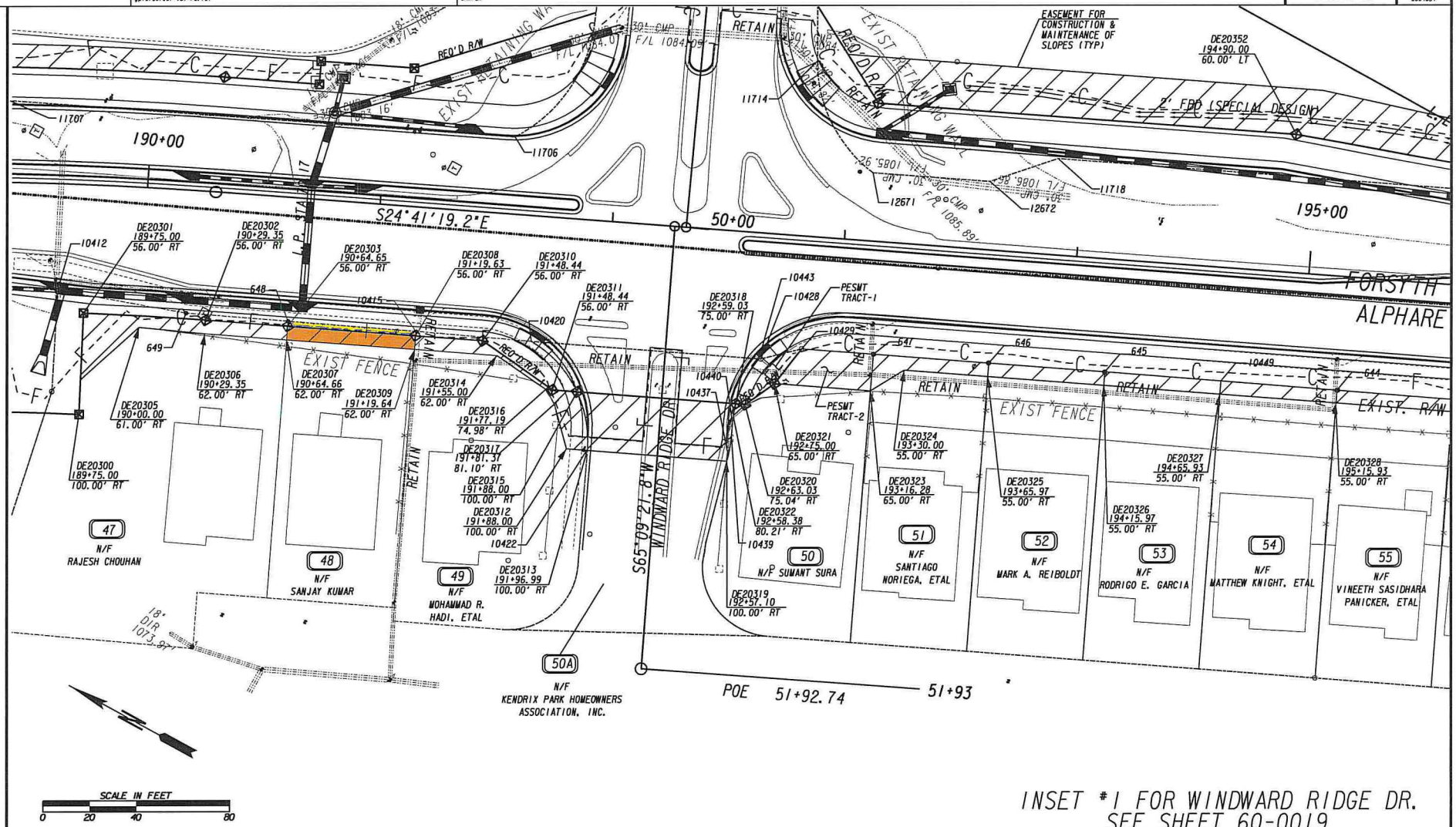
GRMPLN

P.I. No.
0004634



INSET #1 FOR WINDWARD RIDGE DR.
SEE SHEET 60-0019

PROPERTY AND EXISTING R/W LINE	
REQUIRED R/W LINE	
CONSTRUCTION LIMITS	
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	
EASEMENT FOR CONSTR OF SLOPES	
EASEMENT FOR CONSTR OF DRIVES	

BEGIN LIMIT OF ACCESS	BLA
END LIMIT OF ACCESS	ELA
EXISTING LIMIT OF ACCESS	
REQ'D LIMIT OF ACCESS	
EXISTING LIMIT OF ACCESS & R/W	
REQ'D LIMIT OF ACCESS & R/W	
ORANGE BARRIER FENCE	
ESA - ENV. SENSITIVE AREA	

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP

PROJECT NO:0004634
COUNTY: FORSYTH/FULTON
LAND LOT NO:
LAND DISTRICT:
GMD
DATE SH OF

DRAWING No.
60-0019A

7/3/2015 GRMPLN

REQD PERM ESMT - PAR 45/SV31 REQ'D PERM. EASM'T. DE602

PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT
DE20292	60.00 R	186+62.47	McGinnis Ferry Rd Const CL
	15.00	N 52°32'10.1" E	
DE20291	45.00 R	186+62.46	McGinnis Ferry Rd Const CL
ARC LENGTH : 168.87			
CHORD BEAR : S 34°24'52.3" E			
LNTH CHORD : 168.79			
RADIUS : 1605.00			
DEGREE : 3°34'11.4"			
DE20293	45.00 R	188+36.07	McGinnis Ferry Rd Const CL
	28.85	S 88°17'27.4" W	
DE20294	70.00 R	188+21.14	McGinnis Ferry Rd Const CL
	152.69	N 30°55'21.4" W	
DE20292	60.00 R	186+62.47	McGinnis Ferry Rd Const CL
REQD EASMT : 3436.54 SF			
REQD EASMT : 0.079 ACRES			

REQD R/W - PAR 46/SV32 REQ'D R/W DE603

PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT
DE20293	45.00 R	188+36.07	McGinnis Ferry Rd Const CL
	5.83	N 88°17'27.4" E	
651	39.93 R	188+39.02	McGinnis Ferry Rd Const CL
ARC LENGTH : 95.19			
CHORD BEAR : S 26°26'10.0" E			
LNTH CHORD : 95.17			
RADIUS : 1419.23			
DEGREE : 4°02'13.6"			
10395	45.20 R	189+36.58	McGinnis Ferry Rd Const CL
	25.92	S 24°53'26.8" E	
10412	46.35 R	189+63.21	McGinnis Ferry Rd Const CL
	44.13	S 64°11'03.6" W	
10411	90.48 R	189+62.25	McGinnis Ferry Rd Const CL
	9.90	S 78°45'56.0" W	
DE20298	100.00 R	189+59.39	McGinnis Ferry Rd Const CL
	18.21	N 27°27'17.0" W	
DE20297	100.00 R	189+40.00	McGinnis Ferry Rd Const CL
	47.61	N 62°12'31.2" E	
DE20296	52.39 R	189+40.00	McGinnis Ferry Rd Const CL
	59.23	N 21°40'46.3" W	
DE20295	45.00 R	188+79.44	McGinnis Ferry Rd Const CL
ARC LENGTH : 42.19			
CHORD BEAR : N 30°38'50.5" W			
LNTH CHORD : 42.19			
RADIUS : 1605.00			
DEGREE : 3°34'11.4"			
DE20293	45.00 R	188+36.07	McGinnis Ferry Rd Const CL
REQD R/W : 1630.99 SF			
REQD R/W : 0.037 ACRES			
REMAINDER : +/- 0.562 ACRES			

REQD PERM ESMT - PAR 46/SV32 REQ'D PERM. EASM'T. DE604

PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT
DE20294	70.00 R	188+21.14	McGinnis Ferry Rd Const CL
	28.85	N 88°17'27.4" E	
DE20293	45.00 R	188+36.07	McGinnis Ferry Rd Const CL
ARC LENGTH : 42.19			
CHORD BEAR : S 30°38'50.5" E			
LNTH CHORD : 42.19			
RADIUS : 1605.00			
DEGREE : 3°34'11.4"			
DE20295	45.00 R	188+79.44	McGinnis Ferry Rd Const CL
	59.23	S 21°40'46.3" E	
DE20296	52.39 R	189+40.00	McGinnis Ferry Rd Const CL
	32.61	S 62°12'31.2" W	
DE20299	85.00 R	189+40.00	McGinnis Ferry Rd Const CL
	114.24	N 22°18'54.0" W	
DE20294	70.00 R	188+21.14	McGinnis Ferry Rd Const CL
REQD EASMT : 3388.76 SF			
REQD EASMT : 0.078 ACRES			

REQD R/W - PAR 47/SV33 REQ'D R/W DE605

PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT
DE20298	100.00 R	189+59.39	McGinnis Ferry Rd Const CL
	9.90	N 78°45'56.0" E	
10411	90.48 R	189+62.25	McGinnis Ferry Rd Const CL
	44.13	N 64°11'03.6" E	
10412	46.35 R	189+63.21	McGinnis Ferry Rd Const CL
	55.94	S 18°36'29.8" E	
649	53.54 R	190+20.42	McGinnis Ferry Rd Const CL
	43.94	S 24°24'01.2" E	
648	53.79 R	190+64.64	McGinnis Ferry Rd Const CL
	2.21	S 65°12'00.1" W	
DE20303	56.00 R	190+64.65	McGinnis Ferry Rd Const CL
	35.30	N 24°41'19.2" W	
DE20302	56.00 R	190+29.35	McGinnis Ferry Rd Const CL
ARC LENGTH : 52.51			
CHORD BEAR : N 25°37'56.3" W			
LNTH CHORD : 52.50			
RADIUS : 1594.00			
DEGREE : 3°35'40.1"			
DE20301	56.00 R	189+75.00	McGinnis Ferry Rd Const CL
	44.00	S 63°25'26.5" W	
DE20300	100.00 R	189+75.00	McGinnis Ferry Rd Const CL
	14.67	N 26°50'49.4" W	
DE20298	100.00 R	189+59.39	McGinnis Ferry Rd Const CL
REQD R/W : 964.05 SF			
REQD R/W : 0.022 ACRES			
REMAINDER : +/- 0.323 ACRES			

REQD PERM ESMT - PAR 47/SV33 REQ'D PERM. EASM'T. DE606

PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT
DE20304	85.00 R	189+75.00	McGinnis Ferry Rd Const CL
	29.00	N 63°25'26.5" E	
DE20301	56.00 R	189+75.00	McGinnis Ferry Rd Const CL
ARC LENGTH : 52.51			
CHORD BEAR : S 25°37'56.3" E			
LNTH CHORD : 52.50			
RADIUS : 1594.00			
DEGREE : 3°35'40.1"			
DE20302	56.00 R	190+29.35	McGinnis Ferry Rd Const CL
	35.30	S 24°41'19.2" E	
DE20303	56.00 R	190+64.65	McGinnis Ferry Rd Const CL
	6.00	S 65°12'00.1" W	
DE20307	62.00 R	190+64.66	McGinnis Ferry Rd Const CL
	35.31	N 24°41'19.2" W	
DE20306	62.00 R	190+29.35	McGinnis Ferry Rd Const CL
	28.27	N 23°10'17.1" W	
DE20305	61.00 R	190+00.00	McGinnis Ferry Rd Const CL
	33.87	N 71°16'05.6" W	
DE20304	85.00 R	189+75.00	McGinnis Ferry Rd Const CL
REQD EASMT : 178.87 SF			
REQD EASMT : 0.018 ACRES			

REQD R/W - PAR 48/SV34 REQ'D R/W DE607

PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT
DE20303	56.00 R	190+64.65	McGinnis Ferry Rd Const CL
	2.21	N 65°12'00.1" E	
648	53.79 R	190+64.64	McGinnis Ferry Rd Const CL
	54.99	S 24°24'01.0" E	
10415	54.06 R	191+19.63	McGinnis Ferry Rd Const CL
	1.94	S 65°16'45.1" W	
DE20308	56.00 R	191+19.63	McGinnis Ferry Rd Const CL
	54.99	N 24°41'19.2" W	
DE20303	56.00 R	190+64.65	McGinnis Ferry Rd Const CL
REQD R/W : 114.10 SF			
REQD R/W : 0.003 ACRES			
REMAINDER : +/- 0.149 ACRES			

REQD PERM ESMT - PAR 48/SV34 REQ'D PERM. EASM'T. DE608

PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT
DE20307	62.00 R	190+64.66	McGinnis Ferry Rd Const CL
	6.00	N 65°12'00.1" E	
DE20303	56.00 R	190+64.65	McGinnis Ferry Rd Const CL
	54.99	S 24°41'19.2" E	
DE20308	56.00 R	191+19.63	McGinnis Ferry Rd Const CL
	6.00	S 65°16'45.1" W	
DE20309	62.00 R	191+19.64	McGinnis Ferry Rd Const CL
	54.98	N 24°41'19.2" W	
DE20307	62.00 R	190+64.66	McGinnis Ferry Rd Const CL
REQD EASMT : 329.90 SF			
REQD EASMT : 0.008 ACRES			

REQD R/W - PAR 49/SV35 REQ'D R/W DE609

PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT
DE20308	56.00 R	191+19.63	McGinnis Ferry Rd Const CL
	1.94	N 65°16'45.1" E	
10415	54.06 R	191+19.63	McGinnis Ferry Rd Const CL
	49.67	S 24°02'31.9" E	
10420	54.62 R	191+69.30	McGinnis Ferry Rd Const CL
ARC LENGTH : 29.96			
CHORD BEAR : S 18°58'13.1" W			
LNTH CHORD : 29.52			
RADIUS : 49.99			
DEGREE : 114°36'31.6"			
DE20315	75.00 R	191+90.65	McGinnis Ferry Rd Const CL
	10.65	N 24°41'19.2" W	
DE20311	75.00 R	191+80.00	McGinnis Ferry Rd Const CL
	36.84	N 6°21'36.9" E	
DE20310	56.00 R	191+48.44	McGinnis Ferry Rd Const CL
	28.81	N 24°41'19.2" W	
DE20308	56.00 R	191+19.63	McGinnis Ferry Rd Const CL
REQD R/W : 440.33 SF			
REQD R/W : 0.010 ACRES			
REMAINDER : +/- 0.200 ACRES			

REQD PERM ESMT - PAR 49/SV35 REQ'D PERM. EASM'T. DE610

PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT
DE20309	62.00 R	191+19.64	McGinnis Ferry Rd Const CL
	6.00	N 65°16'45.1" E	
DE20308	56.00 R	191+19.63	McGinnis Ferry Rd Const CL
	28.81	S 24°41'19.2" E	
DE20310	56.00 R	191+48.44	McGinnis Ferry Rd Const CL
	36.84	S 6°21'36.9" W	
DE20311	75.00 R	191+80.00	McGinnis Ferry Rd Const CL
	10.65	S 24°41'19.2" E	
DE20315	75.00 R	191+90.65	McGinnis Ferry Rd Const CL
ARC LENGTH : 25.54			
CHORD BEAR : S 50°46'20.8" W			
LNTH CHORD : 25.26			
RADIUS : 49.99			
DEGREE : 114°36'31.6"			
10422	99.45 R	191+96.99	McGinnis Ferry Rd Const CL
	0.55	S 65°24'17.8" W	
DE20313	100.00 R	191+96.99	McGinnis Ferry Rd Const CL
	8.99	N 24°41'19.2" W	
DE20312	100.00 R	191+88.00	McGinnis Ferry Rd Const CL
	20.03	N 45°58'33.6" E	
DE20317	81.10 R	191+81.37	McGinnis Ferry Rd Const CL
	7.41	N 31°01'16.4" E	
DE20316	74.98 R	191+77.19	McGinnis Ferry Rd Const CL
	25.71	N 5°37'35.5" E	
DE20314	62.00 R	191+55.00	McGinnis Ferry Rd Const CL
	35.36	N 24°41'19.2" W	
DE20309	62.00 R	191+19.64	McGinnis Ferry Rd Const CL
REQD EASMT : 533.33 SF			
REQD EASMT : 0.012 ACRES			

REQD R/W - PAR 50A/SV36 REQ'D R/W DE611

PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT
DE20315	75.00 R	191+90.65	McGinnis Ferry Rd Const CL
ARC LENGTH : 29.96			
CHORD BEAR : N 18°58'13.1" E			
LNTH CHORD : 29.52			
RADIUS : 49.99			
DEGREE : 114°36'31.6"			
10420	54.62 R	191+69.30	McGinnis Ferry Rd Const CL
	98.10	S 24°31'19.9" E	
10443	54.91 R	192+67.40	McGinnis Ferry Rd Const CL
ARC LENGTH : 21.94			
CHORD BEAR : S 87°56'00.0" W			
LNTH CHORD : 21.77			
RADIUS : 49.99			
DEGREE : 114°36'31.5"			
DE20318	75.00 R	192+59.03	McGinnis Ferry Rd Const CL
	68.37	N 24°41'19.2" W	
DE20315	75.00 R	191+90.65	McGinnis Ferry Rd Const CL
REQD R/W : 1621.79 SF			
REQD R/W : 0.037 ACRES			
REMAINDER : +/- 0.143 ACRES			

REQD PERM ESMT - PAR 50A/SV36 REQ'D PERM. EASM'T. DE612

PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT
DE20313	100.00 R	191+96.99	McGinnis Ferry Rd Const CL
	0.55	N 65°24'17.8" E	
10422	99.45 R	191+96.99	McGinnis Ferry Rd Const CL
ARC LENGTH : 25.54			
CHORD BEAR : N 50°46'20.8" E			
LNTH CHORD : 25.26			
RADIUS : 49.99			
DEGREE : 114°36'31.6"			
DE20315	75.00 R	191+90.65	McGinnis Ferry Rd Const CL
	68.37	S 24°41'19.2" E	
DE20318	75.00 R	192+59.03	McGinnis Ferry Rd Const CL
ARC LENGTH : 8.69			
CHORD BEAR : S 70°22'53.4" W			
LNTH CHORD : 8.68			
RADIUS : 49.99			
DEGREE : 114°36'31.5"			
10440	83.64 R	192+58.26	McGinnis Ferry Rd Const CL
	5.52	S 65°24'17.1" W	
10439	89.16 R	192+58.25	McGinnis Ferry Rd Const CL
ARC LENGTH : 8.49			
CHORD BEAR : S 70°16'00.2" W			
LNTH CHORD : 8.48			
RADIUS : 49.99			
DEGREE : 114°36'31.4"			
10437	97.61 R	192+57.52	McGinnis Ferry Rd Const CL
	2.43	S 75°07'45.6" W	
DE20319	100.00 R	192+57.10	McGinnis Ferry Rd Const CL
	60.11	N 24°41'19.2" W	
DE20313	100.00 R	191+96.99	McGinnis Ferry Rd Const CL
REQD EASMT : 1579.56 SF			
REQD EASMT : 0.036 ACRES			

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS............BLA
END LIMIT OF ACCESS..............ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO:0004634
COUNTY: FORSYTH/FULTON
LAND LOT NO:
LAND DISTRICT:
GMD
DATE SH OF
DRAWING No. 60-0021

STATE OF GEORGIA RESOLUTION R2021- _____

COUNTY OF FULTON

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE CERTAIN PROPERTY LOCATED AT 13045 DARTMORE AVENUE, ALPHARETTA, GEORGIA (TAX PARCEL NO.: 21 -5680-1054-089-8) FOR ROAD PROJECT – MCGINNIS FERRY ROAD WIDENING FROM RONALD REAGAN BOULEVARD/UNION HILL ROAD TO HOSPITAL PARKWAY

WHEREAS, the City of Alpharetta (the "City"), in conjunction with the City of Johns Creek and Forsyth County, has determined that it is necessary to construct a road project, which includes the widening of, and construction of other operational improvements to, a portion of McGinnis Ferry Road, such road project being known as the McGinnis Ferry Road from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway project (the "Project"); and

WHEREAS, in order to construct the Project, it is necessary to acquire certain rights to, in, over, under, through, and across the property now or formerly owned by Tony E. Jung and Min Jung located at 13045 Dartmore Avenue (Tax Parcel No.: 21 -5680-1054-089-8) within the City of Alpharetta, Georgia (reference: **Project Parcel 49**), as further described and shown in Attachment "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the Mayor and Council have considered the Project and determined that the Project and the use of eminent domain to acquire those certain rights to, in, over, under, through, and across the foregoing property are necessary, in the public interest, and must be carried out expeditiously to ensure the timely completion of the Project.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, AS FOLLOWS:

For public road purposes and to meet the public necessity for immediately acquiring the subject property rights, which are hereby declared, the Mayor and Council authorize the City Attorney's Office to acquire through the use of Eminent Domain, pursuant to Title 32 of the Official Code of Georgia Annotated, the necessary property rights to, in, over, under, through, and across the property located at 13045 Dartmore Avenue, Alpharetta, Georgia (Tax Parcel No.: 21 -5680-1054-089-8), in order to ensure the timely completion of the Project – McGinnis Ferry Road from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway. Further, the Mayor and the City Administrator are specifically authorized to execute, on behalf of and as if signed by every member of the governing authority of the City, the Mayor and Council, any and all documents necessary to

further the filing of any Petition for Condemnation or Declaration of Taking related to the same and/or in furtherance of this Resolution.

SO RESOLVED, this _____ day of _____ 2021.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

_____
Jason Binder

_____
Ben Burnett

_____
John Hipes

_____
Dan Merkel

(SEAL)

_____
Donald Mitchell

Attest:

_____
Erin Cobb, City Clerk

_____
Karen Richard

Approve as to form and legal sufficiency:

_____
City Attorney
4287965

2/5/2020
CYE-Darla

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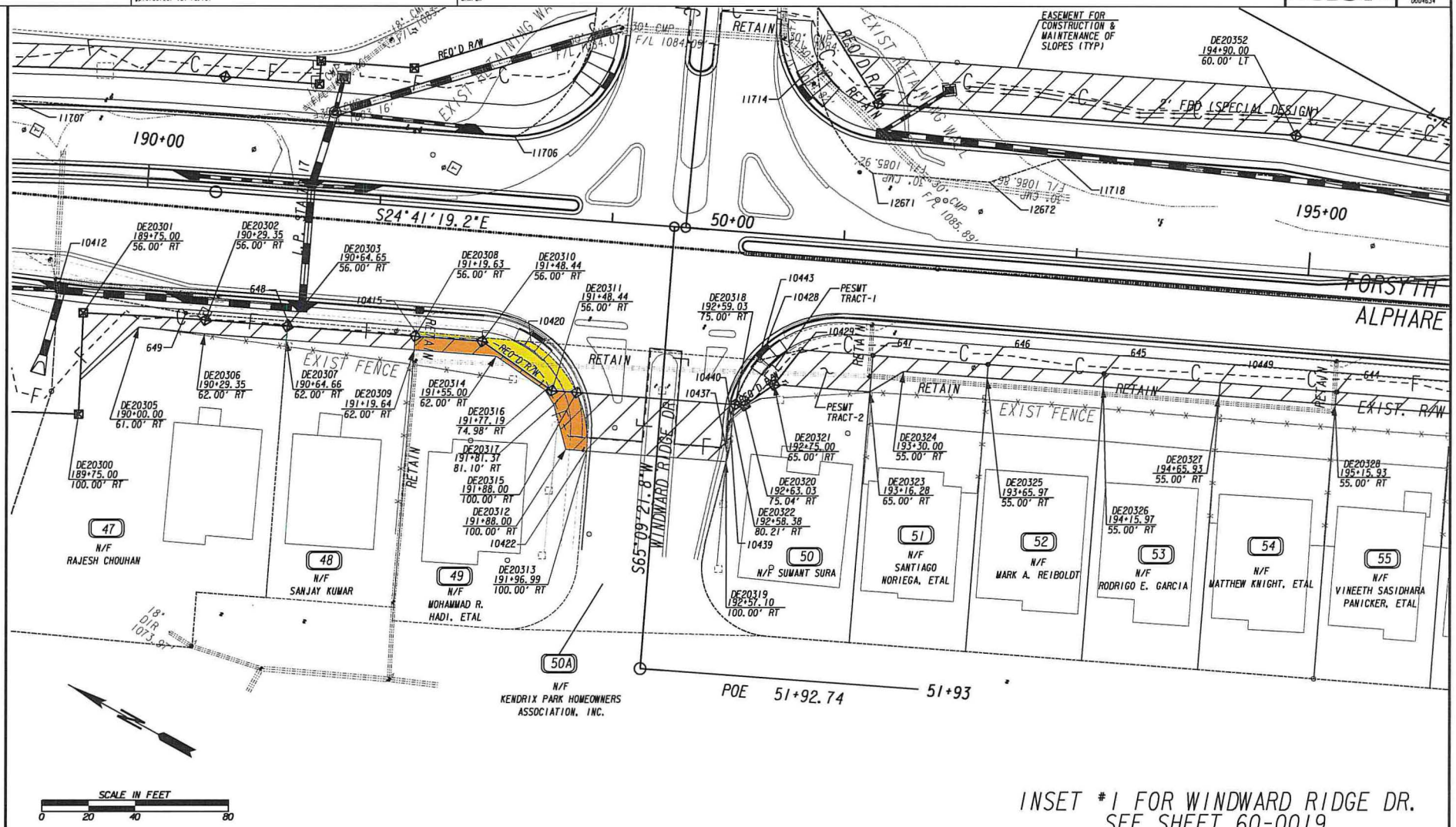
GRMPLN

P.I. No.
0004634



INSET #1 FOR WINDWARD RIDGE DR.
SEE SHEET 60-0019

PROPERTY AND EXISTING R/W LINE	
REQUIRED R/W LINE	
CONSTRUCTION LIMITS	
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	
EASEMENT FOR CONSTR OF SLOPES	
EASEMENT FOR CONSTR OF DRIVES	

BEGIN LIMIT OF ACCESS	BLA
END LIMIT OF ACCESS	ELA
EXISTING LIMIT OF ACCESS	
REQ'D LIMIT OF ACCESS	
EXISTING LIMIT OF ACCESS & R/W	
REQ'D LIMIT OF ACCESS & R/W	
ORANGE BARRIER FENCE	
ESA - ENV. SENSITIVE AREA	

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP

PROJECT NO: 0004634
COUNTY: FORSYTH/FULTON
LAND LOT NO:
LAND DISTRICT:
GMD
DATE SH OF

DRAWING No.
60-0019A

1/3/2006 GRMPLN

REQD PERM ESMT - PAR 45/SV31 REQ'D PERM. EASM'T. DE602

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20292	60.00 R	186+62.47	McGinnis Ferry Rd Const CL
	15.00	N 52°32'10.1" E	
DE20291	45.00 R	186+62.46	McGinnis Ferry Rd Const CL
ARC LENGTH : 168.87			
CHORD BEAR : S 34°24'52.3" E			
LNTH CHORD : 168.79			
RADIUS : 1605.00			
DEGREE : 3°34'11.4"			
DE20293	45.00 R	188+36.07	McGinnis Ferry Rd Const CL
	28.85	S 88°17'27.4" W	
DE20294	70.00 R	188+21.14	McGinnis Ferry Rd Const CL
	152.69	N 30°55'21.4" W	
DE20292	60.00 R	186+62.47	McGinnis Ferry Rd Const CL

REQD EASMT : 3436.54 SF
REQD EASMT : 0.079 ACRES

REQD R/W - PAR 46/SV32 REQ'D R/W DE603

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20293	45.00 R	188+36.07	McGinnis Ferry Rd Const CL
	5.83	N 88°17'27.4" E	
651	39.93 R	188+39.02	McGinnis Ferry Rd Const CL
ARC LENGTH : 95.19			
CHORD BEAR : S 26°26'10.0" E			
LNTH CHORD : 95.17			
RADIUS : 1419.23			
DEGREE : 4°02'13.6"			
10395	45.20 R	189+36.58	McGinnis Ferry Rd Const CL
	25.92	S 24°53'26.8" E	
10412	46.35 R	189+63.21	McGinnis Ferry Rd Const CL
	44.13	S 64°11'03.6" W	
10411	90.48 R	189+62.25	McGinnis Ferry Rd Const CL
	9.90	S 78°45'56.0" W	
DE20298	100.00 R	189+59.39	McGinnis Ferry Rd Const CL
	18.21	N 27°27'17.0" W	
DE20297	100.00 R	189+40.00	McGinnis Ferry Rd Const CL
	47.61	N 62°12'31.2" E	
DE20296	52.39 R	189+40.00	McGinnis Ferry Rd Const CL
	59.23	N 21°40'46.3" W	
DE20295	45.00 R	188+79.44	McGinnis Ferry Rd Const CL
ARC LENGTH : 42.19			
CHORD BEAR : N 30°38'50.5" W			
LNTH CHORD : 42.19			
RADIUS : 1605.00			
DEGREE : 3°34'11.4"			
DE20293	45.00 R	188+36.07	McGinnis Ferry Rd Const CL

REQD R/W : 1630.99 SF
REQD R/W : 0.037 ACRES
REMAINDER : +/- 0.562 ACRES

REQD PERM ESMT - PAR 46/SV32 REQ'D PERM. EASM'T. DE604

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20294	70.00 R	188+21.14	McGinnis Ferry Rd Const CL
	28.85	N 88°17'27.4" E	
DE20293	45.00 R	188+36.07	McGinnis Ferry Rd Const CL
ARC LENGTH : 42.19			
CHORD BEAR : S 30°38'50.5" E			
LNTH CHORD : 42.19			
RADIUS : 1605.00			
DEGREE : 3°34'11.4"			
DE20295	45.00 R	188+79.44	McGinnis Ferry Rd Const CL
	59.23	S 21°40'46.3" E	
DE20296	52.39 R	189+40.00	McGinnis Ferry Rd Const CL
	32.61	S 62°12'31.2" W	
DE20299	85.00 R	189+40.00	McGinnis Ferry Rd Const CL
	114.24	N 22°18'54.0" W	
DE20294	70.00 R	188+21.14	McGinnis Ferry Rd Const CL

REQD EASMT : 3388.76 SF
REQD EASMT : 0.078 ACRES

REQD R/W - PAR 47/SV33 REQ'D R/W DE605

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20298	100.00 R	189+59.39	McGinnis Ferry Rd Const CL
	9.90	N 78°45'56.0" E	
10411	90.48 R	189+62.25	McGinnis Ferry Rd Const CL
	44.13	N 64°11'03.6" E	
10412	46.35 R	189+63.21	McGinnis Ferry Rd Const CL
	55.94	S 18°36'29.8" E	
649	53.54 R	190+20.42	McGinnis Ferry Rd Const CL
	43.94	S 24°24'01.2" E	
648	53.79 R	190+64.64	McGinnis Ferry Rd Const CL
	2.21	S 65°12'00.1" W	
DE20303	56.00 R	190+64.65	McGinnis Ferry Rd Const CL
	35.30	N 24°41'19.2" W	
DE20302	56.00 R	190+29.35	McGinnis Ferry Rd Const CL
ARC LENGTH : 52.51			
CHORD BEAR : N 25°37'56.3" W			
LNTH CHORD : 52.50			
RADIUS : 1594.00			
DEGREE : 3°35'40.1"			
DE20301	56.00 R	189+75.00	McGinnis Ferry Rd Const CL
	44.00	S 63°25'26.5" W	
DE20300	100.00 R	189+75.00	McGinnis Ferry Rd Const CL
	14.67	N 26°50'49.4" W	
DE20298	100.00 R	189+59.39	McGinnis Ferry Rd Const CL

REQD R/W : 964.05 SF
REQD R/W : 0.022 ACRES
REMAINDER : +/- 0.323 ACRES

REQD PERM ESMT - PAR 47/SV33 REQ'D PERM. EASM'T. DE606

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20304	85.00 R	189+75.00	McGinnis Ferry Rd Const CL
	29.00	N 63°25'26.5" E	
DE20301	56.00 R	189+75.00	McGinnis Ferry Rd Const CL
ARC LENGTH : 52.51			
CHORD BEAR : S 25°37'56.3" E			
LNTH CHORD : 52.50			
RADIUS : 1594.00			
DEGREE : 3°35'40.1"			
DE20302	56.00 R	190+29.35	McGinnis Ferry Rd Const CL
	35.30	S 24°41'19.2" E	
DE20303	56.00 R	190+64.65	McGinnis Ferry Rd Const CL
	6.00	S 65°12'00.1" W	
DE20307	62.00 R	190+64.66	McGinnis Ferry Rd Const CL
	35.31	N 24°41'19.2" W	
DE20306	62.00 R	190+29.35	McGinnis Ferry Rd Const CL
	28.27	N 23°10'17.1" W	
DE20305	61.00 R	190+00.00	McGinnis Ferry Rd Const CL
	33.87	N 71°16'05.6" W	
DE20304	85.00 R	189+75.00	McGinnis Ferry Rd Const CL

REQD EASMT : 778.87 SF
REQD EASMT : 0.018 ACRES

REQD R/W - PAR 48/SV34 REQ'D R/W DE607

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20303	56.00 R	190+64.65	McGinnis Ferry Rd Const CL
	2.21	N 65°12'00.1" E	
648	53.79 R	190+64.64	McGinnis Ferry Rd Const CL
	54.99	S 24°24'01.0" E	
10415	54.06 R	191+19.63	McGinnis Ferry Rd Const CL
	1.94	S 65°16'45.1" W	
DE20308	56.00 R	191+19.63	McGinnis Ferry Rd Const CL
	54.99	N 24°41'19.2" W	
DE20303	56.00 R	190+64.65	McGinnis Ferry Rd Const CL

REQD R/W : 114.10 SF
REQD R/W : 0.003 ACRES
REMAINDER : +/- 0.149 ACRES

REQD PERM ESMT - PAR 48/SV34 REQ'D PERM. EASM'T. DE608

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20307	62.00 R	190+64.66	McGinnis Ferry Rd Const CL
	6.00	N 65°12'00.1" E	
DE20303	56.00 R	190+64.65	McGinnis Ferry Rd Const CL
	54.99	S 24°41'19.2" E	
DE20308	56.00 R	191+19.63	McGinnis Ferry Rd Const CL
	6.00	S 65°16'45.1" W	
DE20309	62.00 R	191+19.64	McGinnis Ferry Rd Const CL
	54.98	N 24°41'19.2" W	
DE20307	62.00 R	190+64.66	McGinnis Ferry Rd Const CL

REQD EASMT : 329.90 SF
REQD EASMT : 0.008 ACRES

REQD R/W - PAR 49/SV35 REQ'D R/W DE609

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20308	56.00 R	191+19.63	McGinnis Ferry Rd Const CL
	1.94	N 65°16'45.1" E	
10415	54.06 R	191+19.63	McGinnis Ferry Rd Const CL
	49.67	S 24°02'31.9" E	
10420	54.62 R	191+69.30	McGinnis Ferry Rd Const CL
ARC LENGTH : 29.96			
CHORD BEAR : S 18°58'13.1" W			
LNTH CHORD : 29.52			
RADIUS : 49.99			
DEGREE : 114°36'31.6"			
DE20315	75.00 R	191+90.65	McGinnis Ferry Rd Const CL
	10.65	N 24°41'19.2" W	
DE20311	75.00 R	191+80.00	McGinnis Ferry Rd Const CL
	36.84	N 6°21'36.9" E	
DE20310	56.00 R	191+48.44	McGinnis Ferry Rd Const CL
	28.81	N 24°41'19.2" W	
DE20308	56.00 R	191+19.63	McGinnis Ferry Rd Const CL

REQD R/W : 440.33 SF
REQD R/W : 0.010 ACRES
REMAINDER : +/- 0.200 ACRES

REQD PERM ESMT - PAR 49/SV35 REQ'D PERM. EASM'T. DE610

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20309	62.00 R	191+19.64	McGinnis Ferry Rd Const CL
	6.00	N 65°16'45.1" E	
DE20308	56.00 R	191+19.63	McGinnis Ferry Rd Const CL
	28.81	S 24°41'19.2" E	
DE20310	56.00 R	191+48.44	McGinnis Ferry Rd Const CL
	36.84	S 6°21'36.9" W	
DE20311	75.00 R	191+80.00	McGinnis Ferry Rd Const CL
	10.65	S 24°41'19.2" E	
DE20315	75.00 R	191+90.65	McGinnis Ferry Rd Const CL
ARC LENGTH : 25.54			
CHORD BEAR : S 50°46'20.8" W			
LNTH CHORD : 25.26			
RADIUS : 49.99			
DEGREE : 114°36'31.6"			
10422	99.45 R	191+96.99	McGinnis Ferry Rd Const CL
	0.55	S 65°24'17.8" W	
DE20313	100.00 R	191+96.99	McGinnis Ferry Rd Const CL
	8.99	N 24°41'19.2" W	
DE20312	100.00 R	191+88.00	McGinnis Ferry Rd Const CL
	20.03	N 45°58'33.6" E	
DE20317	81.10 R	191+81.37	McGinnis Ferry Rd Const CL
	7.41	N 31°01'16.4" E	
DE20316	74.98 R	191+77.19	McGinnis Ferry Rd Const CL
	25.71	N 5°37'35.5" E	
DE20314	62.00 R	191+55.00	McGinnis Ferry Rd Const CL
	35.36	N 24°41'19.2" W	
DE20309	62.00 R	191+19.64	McGinnis Ferry Rd Const CL

REQD EASMT : 533.13 SF
REQD EASMT : 0.012 ACRES

REQD R/W - PAR 50A/SV36 REQ'D R/W DE611

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20315	75.00 R	191+90.65	McGinnis Ferry Rd Const CL
ARC LENGTH : 29.96			
CHORD BEAR : N 18°58'13.1" E			
LNTH CHORD : 29.52			
RADIUS : 49.99			
DEGREE : 114°36'31.6"			
10420	54.62 R	191+69.30	McGinnis Ferry Rd Const CL
	98.10	S 24°31'19.9" E	
10443	54.91 R	192+67.40	McGinnis Ferry Rd Const CL
ARC LENGTH : 21.94			
CHORD BEAR : S 87°56'00.0" W			
LNTH CHORD : 21.77			
RADIUS : 49.99			
DEGREE : 114°36'31.5"			
DE20318	75.00 R	192+59.03	McGinnis Ferry Rd Const CL
	68.37	N 24°41'19.2" W	
DE20315	75.00 R	191+90.65	McGinnis Ferry Rd Const CL

REQD R/W : 1621.79 SF
REQD R/W : 0.037 ACRES
REMAINDER : +/- 0.143 ACRES

REQD PERM ESMT - PAR 50A/SV36 REQ'D PERM. EASM'T. DE612

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20313	100.00 R	191+96.99	McGinnis Ferry Rd Const CL
	0.55	N 65°24'17.8" E	
10422	99.45 R	191+96.99	McGinnis Ferry Rd Const CL
ARC LENGTH : 25.54			
CHORD BEAR : N 50°46'20.8" E			
LNTH CHORD : 25.26			
RADIUS : 49.99			
DEGREE : 114°36'31.6"			
DE20315	75.00 R	191+90.65	McGinnis Ferry Rd Const CL
	68.37	S 24°41'19.2" E	
DE20318	75.00 R	192+59.03	McGinnis Ferry Rd Const CL
ARC LENGTH : 8.69			
CHORD BEAR : S 70°22'53.4" W			
LNTH CHORD : 8.68			
RADIUS : 49.99			
DEGREE : 114°36'31.5"			
10440	83.64 R	192+58.26	McGinnis Ferry Rd Const CL
	5.52	S 65°24'17.1" W	
10439	89.16 R	192+58.25	McGinnis Ferry Rd Const CL
ARC LENGTH : 8.49			
CHORD BEAR : S 70°16'00.2" W			
LNTH CHORD : 8.48			
RADIUS : 49.99			
DEGREE : 114°36'31.4"			
10437	97.67 R	192+57.52	McGinnis Ferry Rd Const CL
	2.43	S 75°07'45.6" W	
DE20319	100.00 R	192+57.10	McGinnis Ferry Rd Const CL
	60.11	N 24°41'19.2" W	
DE20313	100.00 R	191+96.99	McGinnis Ferry Rd Const CL

REQD EASMT : 1579.56 SF
REQD EASMT : 0.036 ACRES

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS............BLA
END LIMIT OF ACCESS..............ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY MAP

PROJECT NO:0004634
COUNTY: FORSYTH/FULTON
LAND LOT NO:
LAND DISTRICT:
GMD
DATE SH OF

DRAWING No. 60-0021

STATE OF GEORGIA RESOLUTION R2021- _____
COUNTY OF FULTON

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE CERTAIN PROPERTY LOCATED AT 13037 DARTMORE AVENUE, ALPHARETTA, GEORGIA (TAX PARCEL NO.: 21 -5680-1054-090-6) FOR ROAD PROJECT – MCGINNIS FERRY ROAD WIDENING FROM RONALD REAGAN BOULEVARD/UNION HILL ROAD TO HOSPITAL PARKWAY

WHEREAS, the City of Alpharetta (the "City"), in conjunction with the City of Johns Creek and Forsyth County, has determined that it is necessary to construct a road project, which includes the widening of, and construction of other operational improvements to, a portion of McGinnis Ferry Road, such road project being known as the McGinnis Ferry Road from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway project (the "Project"); and

WHEREAS, in order to construct the Project, it is necessary to acquire certain rights to, in, over, under, through, and across the property now or formerly owned by Sumant Sura and Radha Sura located at 13037 Dartmore Avenue (Tax Parcel No.: 21 -5680-1054-090-6) within the City of Alpharetta, Georgia (reference: **Project Parcel 50**), as further described and shown in Attachment "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the Mayor and Council have considered the Project and determined that the Project and the use of eminent domain to acquire those certain rights to, in, over, under, through, and across the foregoing property are necessary, in the public interest, and must be carried out expeditiously to ensure the timely completion of the Project.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, AS FOLLOWS:

For public road purposes and to meet the public necessity for immediately acquiring the subject property rights, which are hereby declared, the Mayor and Council authorize the City Attorney's Office to acquire through the use of Eminent Domain, pursuant to Title 32 of the Official Code of Georgia Annotated, the necessary property rights to, in, over, under, through, and across the property located at 13037 Dartmore Avenue, Alpharetta, Georgia (Tax Parcel No.: 21 -5680-1054-090-6), in order to ensure the timely completion of the Project – McGinnis Ferry Road from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway. Further, the Mayor and the City Administrator are specifically authorized to execute, on behalf of and as if signed by every member of the governing authority of the City, the Mayor and Council, any and all documents necessary to

further the filing of any Petition for Condemnation or Declaration of Taking related to the same and/or in furtherance of this Resolution.

SO RESOLVED, this _____ day of _____ 2021.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

_____
Jason Binder

_____
Ben Burnett

_____
John Hipes

_____
Dan Merkel

(SEAL)

_____
Donald Mitchell

Attest:

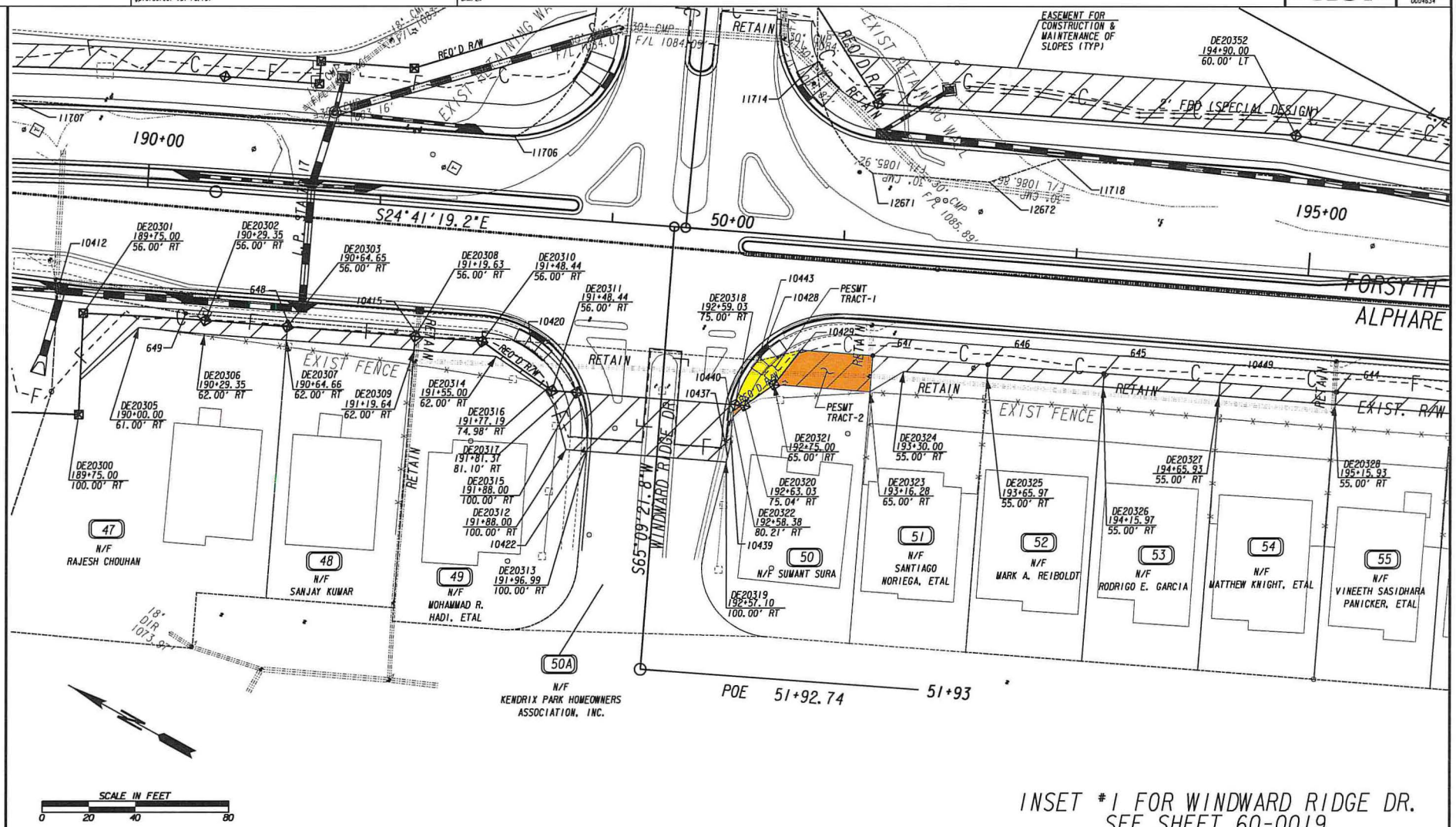
_____
Erin Cobb, City Clerk

_____
Karen Richard

Approve as to form and legal sufficiency:

_____
City Attorney
4288063

2/5/2020 CVE-Darla | GPLOT-V8 gplotborder-v8I-PO.tbl | 2016217_60-0019a.dgn GRMPLN | GDOT | P.I. No. 0004634



INSET #1 FOR WINDWARD RIDGE DR.
SEE SHEET 60-0019

PROPERTY AND EXISTING R/W LINE	
REQUIRED R/W LINE	
CONSTRUCTION LIMITS	
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	
EASEMENT FOR CONSTR OF SLOPES	
EASEMENT FOR CONSTR OF DRIVES	

BEGIN LIMIT OF ACCESS	BLA
END LIMIT OF ACCESS	ELA
EXISTING LIMIT OF ACCESS	
REQ'D LIMIT OF ACCESS	
EXISTING LIMIT OF ACCESS & R/W	
REQ'D LIMIT OF ACCESS & R/W	
ORANGE BARRIER FENCE	
ESA - ENV. SENSITIVE AREA	

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP

PROJECT NO: 0004634
COUNTY: FORSYTH/FULTON
LAND LOT NO:
LAND DISTRICT:
GMD
DATE SH OF

DRAWING No. 60-0019A

1/3/2020 GRMPLN

REQD R/W - PAR 50/SV37 REQ'D R/W DE613

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20318	75.00 R	192+59.03	WcGlnnls Ferry Rd Const CL
ARC LENGTH = 21.94			
CHORD BEAR = N 07°56'00.0" E			
LNTH CHORD = 21.77			
RADIUS = 49.99			
DEGREE = 114°36'31.5"			
10443	54.91 R	192+67.40	
	0.79	S 24°31'13.2" E	WcGlnnls Ferry Rd Const CL
10428	54.91 R	192+68.19	
	18.11	S 43°18'04.7" E	WcGlnnls Ferry Rd Const CL
10429	49.13 R	192+65.35	
	18.95	N 81°34'07.9" W	WcGlnnls Ferry Rd Const CL
DE20321	65.00 R	192+75.00	
	15.52	N 64°40'35.7" W	WcGlnnls Ferry Rd Const CL
DE20320	75.04 R	192+63.03	
	4.00	N 24°07'02.9" W	WcGlnnls Ferry Rd Const CL
DE20318	75.00 R	192+59.03	
REQD R/W = 266.64 SF			
REQD R/W = 0.006 ACRES			
REMAINDER = +/- 0.163 ACRES			

REQD PERM ESMT - PAR 50/SV37 REQ'D PERM. EASM'T. DE614 PESMT-TRACT-1

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20322	80.21 R	192+58.38	WcGlnnls Ferry Rd Const CL
ARC LENGTH = 5.26			
CHORD BEAR = N 72°21'01.4" E			
LNTH CHORD = 5.25			
RADIUS = 49.99			
DEGREE = 114°36'31.5"			
DE20318	75.00 R	192+59.03	
	4.00	S 24°07'02.9" E	WcGlnnls Ferry Rd Const CL
DE20320	75.04 R	192+63.03	
	6.95	N 72°43'53.4" W	WcGlnnls Ferry Rd Const CL
DE20322	80.21 R	192+58.38	
REQD EASMT = 10.69 SF			
REQD EASMT = 0.000 ACRES			

REQD PERM ESMT - PAR 50/SV37 REQ'D PERM. EASM'T. DE615 PESMT-TRACT-2

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20321	65.00 R	192+75.00	
	18.95	S 81°34'07.9" E	WcGlnnls Ferry Rd Const CL
10429	49.13 R	192+65.35	
	30.95	S 24°40'00.7" E	WcGlnnls Ferry Rd Const CL
647	49.14 R	193+16.30	
	15.86	S 65°23'14.4" W	WcGlnnls Ferry Rd Const CL
DE20323	65.00 R	193+16.28	
	41.28	N 24°41'19.2" W	WcGlnnls Ferry Rd Const CL
DE20321	65.00 R	192+75.00	
REQD EASMT = 572.85 SF			
REQD EASMT = 0.013 ACRES			

REQD PERM ESMT - PAR 51/SV38 REQ'D PERM. EASM'T. DE616

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20323	65.00 R	193+16.28	WcGlnnls Ferry Rd Const CL
	15.86	N 65°23'14.4" E	WcGlnnls Ferry Rd Const CL
647	49.14 R	193+16.30	
	49.66	S 24°33'51.9" E	WcGlnnls Ferry Rd Const CL
646	49.25 R	193+65.96	
	5.75	S 65°11'27.4" W	WcGlnnls Ferry Rd Const CL
DE20325	55.00 R	193+65.97	
	35.97	N 24°41'19.2" W	WcGlnnls Ferry Rd Const CL
DE20324	55.00 R	193+30.00	
	16.98	N 60°45'13.8" W	WcGlnnls Ferry Rd Const CL
DE20323	65.00 R	193+16.28	
REQD EASMT = 356.77 SF			
REQD EASMT = 0.008 ACRES			

REQD PERM ESMT - PAR 52/SV39 REQ'D PERM. EASM'T. DE617

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20325	55.00 R	193+65.97	WcGlnnls Ferry Rd Const CL
	5.75	N 65°11'27.4" E	WcGlnnls Ferry Rd Const CL
646	49.25 R	193+65.96	
	49.99	S 24°44'20.6" E	WcGlnnls Ferry Rd Const CL
645	49.21 R	194+15.35	
	5.79	S 65°11'27.6" W	WcGlnnls Ferry Rd Const CL
DE20326	55.00 R	194+15.97	
	49.99	N 24°41'19.2" W	WcGlnnls Ferry Rd Const CL
DE20325	55.00 R	193+65.97	
REQD EASMT = 288.49 SF			
REQD EASMT = 0.007 ACRES			

REQD PERM ESMT - PAR 53/SV40 REQ'D PERM. EASM'T. DE618

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20326	55.00 R	194+15.97	WcGlnnls Ferry Rd Const CL
	5.79	N 65°11'27.6" E	WcGlnnls Ferry Rd Const CL
645	49.21 R	194+15.95	
	49.97	S 24°32'11.1" E	WcGlnnls Ferry Rd Const CL
10449	49.34 R	194+65.92	
	5.66	S 65°10'47.0" W	WcGlnnls Ferry Rd Const CL
DE20327	55.00 R	194+65.93	
	49.97	N 24°41'19.2" W	WcGlnnls Ferry Rd Const CL
DE20326	55.00 R	194+15.97	
REQD EASMT = 286.13 SF			
REQD EASMT = 0.007 ACRES			

REQD PERM ESMT - PAR 54/SV41 REQ'D PERM. EASM'T. DE619

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20327	55.00 R	194+65.93	WcGlnnls Ferry Rd Const CL
	5.66	N 65°10'47.0" E	WcGlnnls Ferry Rd Const CL
10449	49.34 R	194+65.92	
	49.99	S 24°32'14.5" E	WcGlnnls Ferry Rd Const CL
644	49.47 R	195+15.91	
	5.53	S 65°08'05.1" W	WcGlnnls Ferry Rd Const CL
DE20328	55.00 R	195+15.93	
	50.00	N 24°41'19.2" W	WcGlnnls Ferry Rd Const CL
DE20327	55.00 R	194+65.93	
REQD EASMT = 275.66 SF			
REQD EASMT = 0.006 ACRES			

REQD PERM ESMT - PAR 55/SV42 REQ'D PERM. EASM'T. DE620

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20328	55.00 R	195+15.93	WcGlnnls Ferry Rd Const CL
	5.53	N 65°08'05.1" E	WcGlnnls Ferry Rd Const CL
644	49.47 R	195+15.91	
	50.01	S 24°20'50.8" E	WcGlnnls Ferry Rd Const CL
643	49.77 R	195+63.93	
	5.23	S 65°08'39.6" W	WcGlnnls Ferry Rd Const CL
DE20329	55.00 R	195+65.94	
	50.01	N 24°41'19.2" W	WcGlnnls Ferry Rd Const CL
DE20328	55.00 R	195+15.93	
REQD EASMT = 269.01 SF			
REQD EASMT = 0.006 ACRES			

REQD PERM ESMT - PAR 56/SV43 REQ'D PERM. EASM'T. DE621

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20329	55.00 R	195+65.94	WcGlnnls Ferry Rd Const CL
	5.23	N 65°08'39.6" E	WcGlnnls Ferry Rd Const CL
643	49.77 R	195+65.93	
	50.01	S 24°52'42.2" E	WcGlnnls Ferry Rd Const CL
654	49.60 R	196+15.93	
	10.40	S 65°09'01.6" W	WcGlnnls Ferry Rd Const CL
DE20330	60.00 R	196+15.96	
	50.27	N 18°58'48.8" W	WcGlnnls Ferry Rd Const CL
DE20329	55.00 R	195+65.94	
REQD EASMT = 390.67 SF			
REQD EASMT = 0.009 ACRES			

REQD R/W - PAR 57/SV210 REQ'D R/W DE622

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20276	62.00 L	184+03.10	WcGlnnls Ferry Rd Const CL
	38.36	S 42°48'18.7" E	WcGlnnls Ferry Rd Const CL
DE20332	60.00 L	184+40.04	
	62.24	S 39°30'15.5" E	WcGlnnls Ferry Rd Const CL
DE20333	55.00 L	185+00.00	
	41.57	S 35°28'06.9" E	WcGlnnls Ferry Rd Const CL
DE20334	50.00 L	185+40.00	
ARC LENGTH = 222.60			
CHORD BEAR = S 37°55'47.8" E			
LNTH CHORD = 222.45			
RADIUS = 1700.00			
DEGREE = 3°22'13.2"			
DE20335	50.00 L	187+56.06	
	6.44	S 57°52'46.0" W	WcGlnnls Ferry Rd Const CL
11708	43.56 L	187+55.83	
	10.00	S 57°52'46.3" W	WcGlnnls Ferry Rd Const CL
637	33.57 L	187+55.48	
ARC LENGTH = 367.94			
CHORD BEAR = W 39°14'51.3" W			
LNTH CHORD = 366.99			
RADIUS = 1419.22			
DEGREE = 3°59'24.2"			
11695	41.25 L	183+95.99	
	22.00	N 62°54'12.0" E	WcGlnnls Ferry Rd Const CL
DE20276	62.00 L	184+03.10	
REQD R/W = 5283.10 SF			
REQD R/W = 0.121 ACRES			
REMAINDER = +/- 2.750 ACRES			

REQD PERM ESMT - PAR 57/SV210 REQ'D PERM. EASM'T. DE623

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20280	90.00 L	184+12.41	WcGlnnls Ferry Rd Const CL
	198.29	S 34°10'00.5" E	WcGlnnls Ferry Rd Const CL
DE20336	60.00 L	186+00.00	
ARC LENGTH = 162.09			
CHORD BEAR = S 36°52'55.8" E			
LNTH CHORD = 162.03			
RADIUS = 1710.00			
DEGREE = 3°21'02.3"			
DE20337	60.00 L	187+56.40	
	10.01	S 57°52'46.0" W	WcGlnnls Ferry Rd Const CL
DE20335	50.00 L	187+56.06	
ARC LENGTH = 222.60			
CHORD BEAR = W 37°55'47.8" W			
LNTH CHORD = 222.45			
RADIUS = 1700.00			
DEGREE = 3°22'13.2"			
DE20334	50.00 L	185+40.00	
	41.57	N 35°28'06.9" W	WcGlnnls Ferry Rd Const CL
DE20333	55.00 L	185+00.00	
	62.24	N 39°30'15.5" W	WcGlnnls Ferry Rd Const CL
DE20332	60.00 L	184+40.04	
	38.36	N 42°48'18.7" W	WcGlnnls Ferry Rd Const CL
DE20276	62.00 L	184+03.10	
	29.64	N 62°54'12.0" E	WcGlnnls Ferry Rd Const CL
DE20280	90.00 L	184+12.41	
REQD EASMT = 5386.10 SF			
REQD EASMT = 0.124 ACRES			

REQD DRWY ESMT - PAR 57/SV210 REQ'D DRWY. EASM'T. DE624

PNT	OFFSET/	STATION/	ALIGNMENT
DE20338	60.00 L	186+50.00	WcGlnnls Ferry Rd Const CL
DE20339	130.00 L	186+50.00	WcGlnnls Ferry Rd Const CL
ARC LENGTH = 74.14			
CHORD BEAR = S 35°16'45.5" E			
LNTH CHORD = 74.13			
RADIUS = 1700.00			
DEGREE = 3°13'07.9"			
DE20340	130.00 L	187+58.72	WcGlnnls Ferry Rd Const CL
DE20337	60.00 L	187+56.40	WcGlnnls Ferry Rd Const CL
ARC LENGTH = 110.27			
CHORD BEAR = W 36°00'50.6" W			
LNTH CHORD = 110.25			
RADIUS = 1710.00			
DEGREE = 3°21'02.3"			
DE20338	60.00 L	186+50.00	WcGlnnls Ferry Rd Const CL

PROPERTY AND EXISTING R/W LINE	
REQUIRED R/W LINE	
CONSTRUCTION LIMITS	
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	
EASEMENT FOR CONSTR OF SLOPES	
EASEMENT FOR CONSTR OF DRIVES	

BEGIN LIMIT OF ACCESS	BLA
END LIMIT OF ACCESS	ELA
EXISTING LIMIT OF ACCESS	
REQ'D LIMIT OF ACCESS	
EXISTING LIMIT OF ACCESS & R/W	
REQ'D LIMIT OF ACCESS & R/W	
ORANGE BARRIER FENCE	
ESA - ENV. SENSITIVE AREA	

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP

PROJECT NO: 0004634
COUNTY: FORSYTH/FULTON
LAND LOT NO:
LAND DISTRICT:
GMD
DATE SH OF

DRAWING No. 60-0022

STATE OF GEORGIA RESOLUTION R2021- _____

COUNTY OF FULTON

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE CERTAIN PROPERTY LOCATED AT 0 DARTMORE CIRCLE, ALPHARETTA, GEORGIA (TAX PARCEL NO.: 21 -5680-1054-137-5) FOR ROAD PROJECT - MCGINNIS FERRY ROAD WIDENING FROM RONALD REAGAN BOULEVARD/UNION HILL ROAD TO HOSPITAL PARKWAY

WHEREAS, the City of Alpharetta (the "City"), in conjunction with the City of Johns Creek and Forsyth County, has determined that it is necessary to construct a road project, which includes the widening of, and construction of other operational improvements to, a portion of McGinnis Ferry Road, such road project being known as the McGinnis Ferry Road from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway project (the "Project"); and

WHEREAS, in order to construct the Project, it is necessary to acquire certain rights to, in, over, under, through, and across the property now or formerly owned by Kendrix Park Homeowners Association Inc. located at 0 Dartmore Circle (Tax Parcel No.: 21 -5680-1054-137-5) within the City of Alpharetta, Georgia (reference: **Project Parcel 50A**), as further described and shown in Attachment "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the Mayor and Council have considered the Project and determined that the Project and the use of eminent domain to acquire those certain rights to, in, over, under, through, and across the foregoing property are necessary, in the public interest, and must be carried out expeditiously to ensure the timely completion of the Project.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, AS FOLLOWS:

For public road purposes and to meet the public necessity for immediately acquiring the subject property rights, which are hereby declared, the Mayor and Council authorize the City Attorney's Office to acquire through the use of Eminent Domain, pursuant to Title 32 of the Official Code of Georgia Annotated, the necessary property rights to, in, over, under, through, and across the property located at 0 Dartmore Circle, Alpharetta, Georgia (Tax Parcel No.: 21 -5680-1054-137-5), in order to ensure the timely completion of the Project - McGinnis Ferry Road from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway. Further, the Mayor and the City Administrator are specifically authorized to execute, on behalf of and as if signed by every member of the governing authority of the City, the Mayor and Council, any and all documents necessary to

further the filing of any Petition for Condemnation or Declaration of Taking related to the same and/or in furtherance of this Resolution.

SO RESOLVED, this _____ day of _____ 2021.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

_____
Jason Binder

_____
Ben Burnett

_____
John Hipes

_____
Dan Merkel

(SEAL)

_____
Donald Mitchell

Attest:

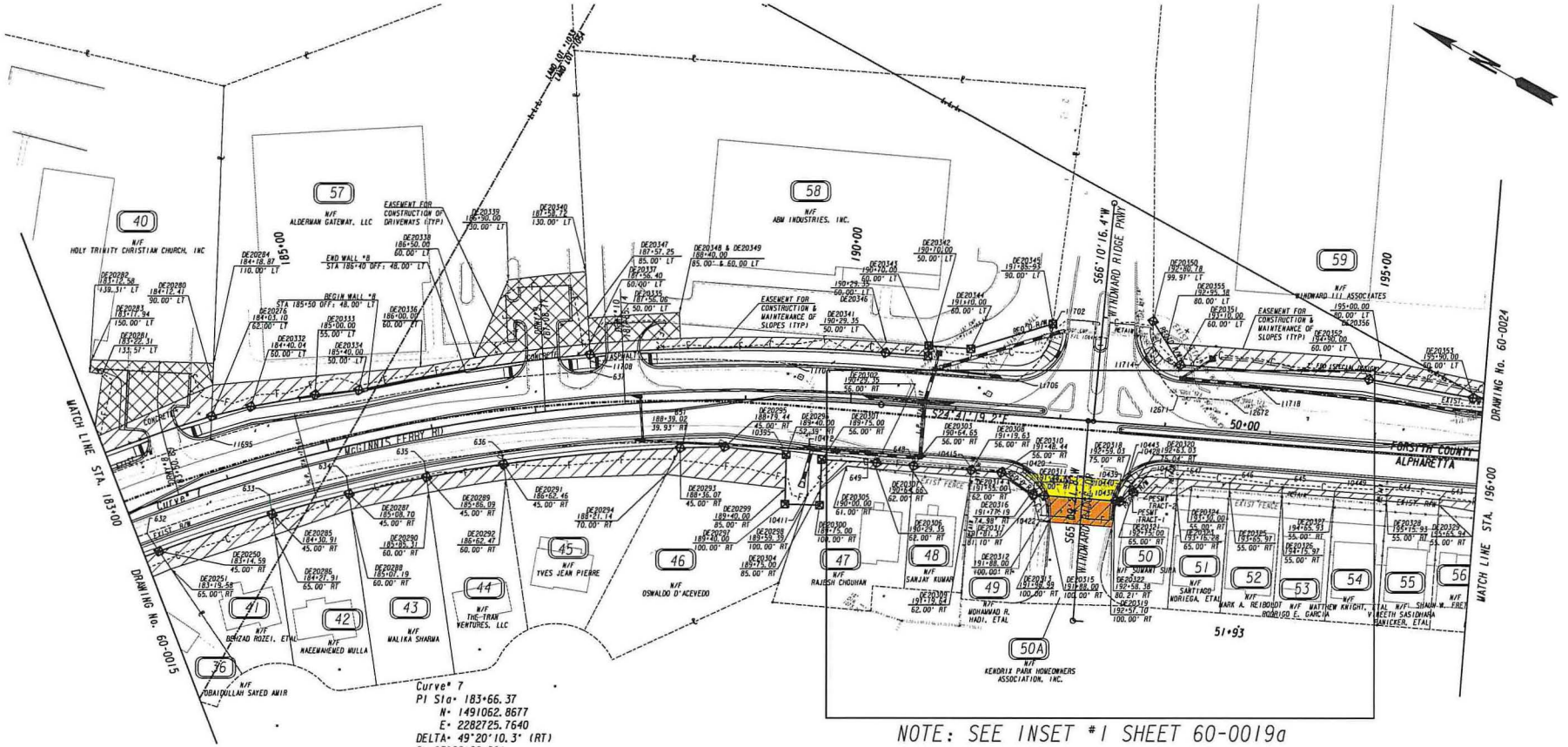
_____
Erin Cobb, City Clerk

_____
Karen Richard

Approve as to form and legal sufficiency:

_____
City Attorney
4288551

2/5/2020	GPLOT-V8	2016217_60-0019.dgn	GDOT	P.I. No.
CVE-Darla	gplotborder-v8I-PO.tbl	GRMPLN		0004634



NOTE: SEE INSET #1 SHEET 60-0019a

PROPERTY AND EXISTING R/W LINE	BEGIN LIMIT OF ACCESS.....BLA
REQUIRED R/W LINE	END LIMIT OF ACCESS.....ELA
CONSTRUCTION LIMITS	EXISTING LIMIT OF ACCESS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	REQ'D LIMIT OF ACCESS
EASEMENT FOR CONSTR OF SLOPES	EXISTING LIMIT OF ACCESS & R/W
EASEMENT FOR CONSTR OF DRIVES	REQ'D LIMIT OF ACCESS & R/W
	ORANGE BARRIER FENCE
	ESA - ENV. SENSITIVE AREA

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY MAP

PROJECT NO:0004634
COUNTY: FORSYTH/FULTON
LAND LOT NO:
LAND DISTRICT:
GMD
DATE SH OF

DRAWING No.
60-0019

1/31/2015 GRMPLN

REQD PERM ESMT - PAR 45/SV31 REQ'D PERM. EASM'T. DE602

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20292	60.00 R	186+62.47	McGinnis Ferry Rd Const CL
	15.00	N 52°32'10.1" E	
DE20291	45.00 R	186+62.46	McGinnis Ferry Rd Const CL
ARC LENGTH : 168.87			
CHORD BEAR : S 34°24'52.3" E			
LNTH CHORD : 168.79			
RADIUS : 1605.00			
DEGREE : 3°34'11.4"			
DE20293	45.00 R	188+36.07	McGinnis Ferry Rd Const CL
	28.85	S 88°17'27.4" W	
DE20294	70.00 R	188+21.14	McGinnis Ferry Rd Const CL
	152.69	N 30°55'21.4" W	
DE20292	60.00 R	186+62.47	McGinnis Ferry Rd Const CL
REQD EASMT : 3436.54 SF			
REQD EASMT : 0.079 ACRES			

REQD R/W - PAR 46/SV32 REQ'D R/W DE603

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20293	45.00 R	188+36.07	McGinnis Ferry Rd Const CL
	5.83	N 88°17'27.4" E	
651	39.93 R	188+39.02	McGinnis Ferry Rd Const CL
ARC LENGTH : 95.19			
CHORD BEAR : S 26°26'10.0" E			
LNTH CHORD : 95.17			
RADIUS : 1419.23			
DEGREE : 4°02'13.6"			
10395	45.20 R	189+36.58	McGinnis Ferry Rd Const CL
	25.92	S 24°53'26.8" E	
10412	46.35 R	189+63.21	McGinnis Ferry Rd Const CL
	44.13	S 64°11'03.6" W	
10411	90.48 R	189+62.25	McGinnis Ferry Rd Const CL
	9.90	S 78°45'56.0" W	
DE20298	100.00 R	189+59.39	McGinnis Ferry Rd Const CL
	18.21	N 27°27'17.0" W	
DE20297	100.00 R	189+40.00	McGinnis Ferry Rd Const CL
	47.61	N 62°12'31.2" E	
DE20296	52.39 R	189+40.00	McGinnis Ferry Rd Const CL
	59.23	N 21°40'46.3" W	
DE20295	45.00 R	188+79.44	McGinnis Ferry Rd Const CL
ARC LENGTH : 42.19			
CHORD BEAR : N 30°38'50.5" W			
LNTH CHORD : 42.19			
RADIUS : 1605.00			
DEGREE : 3°34'11.4"			
DE20293	45.00 R	188+36.07	McGinnis Ferry Rd Const CL
REQD R/W : 1630.99 SF			
REQD R/W : 0.037 ACRES			
REMAINDER : +/- 0.562 ACRES			

REQD PERM ESMT - PAR 46/SV32 REQ'D PERM. EASM'T. DE604

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20294	70.00 R	188+21.14	McGinnis Ferry Rd Const CL
	28.85	N 88°17'27.4" E	
DE20293	45.00 R	188+36.07	McGinnis Ferry Rd Const CL
ARC LENGTH : 42.19			
CHORD BEAR : S 30°38'50.5" E			
LNTH CHORD : 42.19			
RADIUS : 1605.00			
DEGREE : 3°34'11.4"			
DE20295	45.00 R	188+79.44	McGinnis Ferry Rd Const CL
	59.23	S 21°40'46.3" E	
DE20296	52.39 R	189+40.00	McGinnis Ferry Rd Const CL
	32.61	S 62°12'31.2" W	
DE20299	85.00 R	189+40.00	McGinnis Ferry Rd Const CL
	114.24	N 22°18'54.0" W	
DE20294	70.00 R	188+21.14	McGinnis Ferry Rd Const CL
REQD EASMT : 3388.76 SF			
REQD EASMT : 0.078 ACRES			

REQD R/W - PAR 47/SV33 REQ'D R/W DE605

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20298	100.00 R	189+59.39	McGinnis Ferry Rd Const CL
	9.90	N 78°45'56.0" E	
10411	90.48 R	189+62.25	McGinnis Ferry Rd Const CL
	44.13	N 64°11'03.6" E	
10412	46.35 R	189+63.21	McGinnis Ferry Rd Const CL
	55.94	S 18°36'29.8" E	
649	53.54 R	190+20.42	McGinnis Ferry Rd Const CL
	43.94	S 24°24'01.2" E	
648	53.79 R	190+64.64	McGinnis Ferry Rd Const CL
	2.21	S 65°12'00.1" W	
DE20303	56.00 R	190+64.65	McGinnis Ferry Rd Const CL
	35.30	N 24°41'19.2" W	
DE20302	56.00 R	190+29.35	McGinnis Ferry Rd Const CL
ARC LENGTH : 52.51			
CHORD BEAR : N 25°37'56.3" W			
LNTH CHORD : 52.50			
RADIUS : 1594.00			
DEGREE : 3°35'40.1"			
DE20301	56.00 R	189+75.00	McGinnis Ferry Rd Const CL
	44.00	S 63°25'26.5" W	
DE20300	100.00 R	189+75.00	McGinnis Ferry Rd Const CL
	14.67	N 26°50'49.4" W	
DE20298	100.00 R	189+59.39	McGinnis Ferry Rd Const CL
REQD R/W : 964.05 SF			
REQD R/W : 0.022 ACRES			
REMAINDER : +/- 0.323 ACRES			

REQD PERM ESMT - PAR 47/SV33 REQ'D PERM. EASM'T. DE606

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20304	85.00 R	189+75.00	McGinnis Ferry Rd Const CL
	29.00	N 63°25'26.5" E	
DE20301	56.00 R	189+75.00	McGinnis Ferry Rd Const CL
ARC LENGTH : 52.51			
CHORD BEAR : S 25°37'56.3" E			
LNTH CHORD : 52.50			
RADIUS : 1594.00			
DEGREE : 3°35'40.1"			
DE20302	56.00 R	190+29.35	McGinnis Ferry Rd Const CL
	35.30	S 24°41'19.2" E	
DE20303	56.00 R	190+64.65	McGinnis Ferry Rd Const CL
	6.00	S 65°12'00.1" W	
DE20307	62.00 R	190+64.66	McGinnis Ferry Rd Const CL
	35.31	N 24°41'19.2" W	
DE20306	62.00 R	190+29.35	McGinnis Ferry Rd Const CL
	28.27	N 23°10'17.1" W	
DE20305	61.00 R	190+00.00	McGinnis Ferry Rd Const CL
	33.87	N 71°16'05.6" W	
DE20304	85.00 R	189+75.00	McGinnis Ferry Rd Const CL
REQD EASMT : 778.87 SF			
REQD EASMT : 0.018 ACRES			

REQD R/W - PAR 48/SV34 REQ'D R/W DE607

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20303	56.00 R	190+64.65	McGinnis Ferry Rd Const CL
	2.21	N 65°12'00.1" E	
648	53.79 R	190+64.64	McGinnis Ferry Rd Const CL
	54.99	S 24°24'01.0" E	
10415	54.06 R	191+19.63	McGinnis Ferry Rd Const CL
	1.94	S 65°16'45.1" W	
DE20308	56.00 R	191+19.63	McGinnis Ferry Rd Const CL
	54.99	N 24°41'19.2" W	
DE20303	56.00 R	190+64.65	McGinnis Ferry Rd Const CL
REQD R/W : 114.10 SF			
REQD R/W : 0.003 ACRES			
REMAINDER : +/- 0.149 ACRES			

REQD PERM ESMT - PAR 48/SV34 REQ'D PERM. EASM'T. DE608

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20307	62.00 R	190+64.66	McGinnis Ferry Rd Const CL
	6.00	N 65°12'00.1" E	
DE20303	56.00 R	190+64.65	McGinnis Ferry Rd Const CL
	54.99	S 24°41'19.2" E	
DE20308	56.00 R	191+19.63	McGinnis Ferry Rd Const CL
	6.00	S 65°16'45.1" W	
DE20309	62.00 R	191+19.64	McGinnis Ferry Rd Const CL
	54.98	N 24°41'19.2" W	
DE20307	62.00 R	190+64.66	McGinnis Ferry Rd Const CL
REQD EASMT : 329.90 SF			
REQD EASMT : 0.008 ACRES			

REQD R/W - PAR 49/SV35 REQ'D R/W DE609

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20308	56.00 R	191+19.63	McGinnis Ferry Rd Const CL
	1.94	N 65°16'45.1" E	
10415	54.06 R	191+19.63	McGinnis Ferry Rd Const CL
	49.67	S 24°02'31.9" E	
10420	54.62 R	191+69.30	McGinnis Ferry Rd Const CL
ARC LENGTH : 29.96			
CHORD BEAR : S 18°58'13.1" W			
LNTH CHORD : 29.52			
RADIUS : 49.99			
DEGREE : 114°36'31.6"			
DE20315	75.00 R	191+90.65	McGinnis Ferry Rd Const CL
	10.65	N 24°41'19.2" W	
DE20311	75.00 R	191+80.00	McGinnis Ferry Rd Const CL
	36.84	N 6°21'36.9" E	
DE20310	56.00 R	191+48.44	McGinnis Ferry Rd Const CL
	28.81	N 24°41'19.2" W	
DE20308	56.00 R	191+19.63	McGinnis Ferry Rd Const CL
REQD R/W : 440.33 SF			
REQD R/W : 0.010 ACRES			
REMAINDER : +/- 0.200 ACRES			

REQD PERM ESMT - PAR 49/SV35 REQ'D PERM. EASM'T. DE610

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20309	62.00 R	191+19.64	McGinnis Ferry Rd Const CL
	6.00	N 65°16'45.1" E	
DE20308	56.00 R	191+19.63	McGinnis Ferry Rd Const CL
	28.81	S 24°41'19.2" E	
DE20310	56.00 R	191+48.44	McGinnis Ferry Rd Const CL
	36.84	S 6°21'36.9" W	
DE20311	75.00 R	191+80.00	McGinnis Ferry Rd Const CL
	10.65	S 24°41'19.2" E	
DE20315	75.00 R	191+90.65	McGinnis Ferry Rd Const CL
ARC LENGTH : 25.54			
CHORD BEAR : S 50°46'20.8" W			
LNTH CHORD : 25.26			
RADIUS : 49.99			
DEGREE : 114°36'31.6"			
10422	99.45 R	191+96.99	McGinnis Ferry Rd Const CL
	0.55	S 65°24'17.8" W	
DE20313	100.00 R	191+96.99	McGinnis Ferry Rd Const CL
	8.99	N 24°41'19.2" W	
DE20312	100.00 R	191+88.00	McGinnis Ferry Rd Const CL
	20.03	N 45°58'33.6" E	
DE20317	81.10 R	191+81.37	McGinnis Ferry Rd Const CL
	7.41	N 31°01'16.4" E	
DE20316	74.98 R	191+77.19	McGinnis Ferry Rd Const CL
	25.71	N 5°37'35.5" E	
DE20314	62.00 R	191+55.00	McGinnis Ferry Rd Const CL
	35.36	N 24°41'19.2" W	
DE20309	62.00 R	191+19.64	McGinnis Ferry Rd Const CL
REQD EASMT : 533.33 SF			
REQD EASMT : 0.012 ACRES			

REQD R/W - PAR 50A/SV36 REQ'D R/W DE611

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20315	75.00 R	191+90.65	McGinnis Ferry Rd Const CL
ARC LENGTH : 29.96			
CHORD BEAR : N 18°58'13.1" E			
LNTH CHORD : 29.52			
RADIUS : 49.99			
DEGREE : 114°36'31.6"			
10420	54.62 R	191+69.30	McGinnis Ferry Rd Const CL
	98.10	S 24°31'19.9" E	
10443	54.91 R	192+67.40	McGinnis Ferry Rd Const CL
ARC LENGTH : 21.94			
CHORD BEAR : S 82°56'00.0" W			
LNTH CHORD : 21.77			
RADIUS : 49.99			
DEGREE : 114°36'31.5"			
DE20318	75.00 R	192+59.03	McGinnis Ferry Rd Const CL
	68.37	N 24°41'19.2" W	
DE20315	75.00 R	191+90.65	McGinnis Ferry Rd Const CL
REQD R/W : 1621.79 SF			
REQD R/W : 0.037 ACRES			
REMAINDER : +/- 0.143 ACRES			

REQD PERM ESMT - PAR 50A/SV36 REQ'D PERM. EASM'T. DE612

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20313	100.00 R	191+96.99	McGinnis Ferry Rd Const CL
	0.55	N 65°24'17.8" E	
10422	99.45 R	191+96.99	McGinnis Ferry Rd Const CL
ARC LENGTH : 25.54			
CHORD BEAR : N 50°46'20.8" E			
LNTH CHORD : 25.26			
RADIUS : 49.99			
DEGREE : 114°36'31.6"			
DE20315	75.00 R	191+90.65	McGinnis Ferry Rd Const CL
	68.37	S 24°41'19.2" E	
DE20318	75.00 R	192+59.03	McGinnis Ferry Rd Const CL
ARC LENGTH : 8.69			
CHORD BEAR : S 70°22'53.4" W			
LNTH CHORD : 8.68			
RADIUS : 49.99			
DEGREE : 114°36'31.5"			
10440	83.64 R	192+58.26	McGinnis Ferry Rd Const CL
	5.52	S 65°24'17.1" W	
10439	89.16 R	192+58.25	McGinnis Ferry Rd Const CL
ARC LENGTH : 8.49			
CHORD BEAR : S 70°16'00.2" W			
LNTH CHORD : 8.48			
RADIUS : 49.99			
DEGREE : 114°36'31.4"			
10437	97.61 R	192+57.52	McGinnis Ferry Rd Const CL
	2.43	S 75°07'45.6" W	
DE20319	100.00 R	192+57.10	McGinnis Ferry Rd Const CL
	60.11	N 24°41'19.2" W	
DE20313	100.00 R	191+96.99	McGinnis Ferry Rd Const CL
REQD EASMT : [illegible] SF			
REQD EASMT : 0.036 ACRES			

PROPERTY AND EXISTING R/W LINE	---P---
REQUIRED R/W LINE	
CONSTRUCTION LIMITS	--C--F--
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	
EASEMENT FOR CONSTR OF SLOPES	
EASEMENT FOR CONSTR OF DRIVES	
BEGIN LIMIT OF ACCESS............BLA	
END LIMIT OF ACCESS..............ELA	
EXISTING LIMIT OF ACCESS	---ooo---
REQ'D LIMIT OF ACCESS	---ooo---
EXISTING LIMIT OF ACCESS & R/W	
REQ'D LIMIT OF ACCESS & R/W	
ORANGE BARRIER FENCE	
ESA - ENV. SENSITIVE AREA	

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY MAP

PROJECT NO: 0004634
COUNTY: FORSYTH/FULTON
LAND LOT NO:
LAND DISTRICT:
GMD
DATE SH OF

DRAWING No. 60-0021

STATE OF GEORGIA RESOLUTION R2021- _____
COUNTY OF FULTON

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE CERTAIN PROPERTY LOCATED AT 13033 DARTMORE CIRCLE, ALPHARETTA, GEORGIA (TAX PARCEL NO.: 21 -5680-1054-091-4) FOR ROAD PROJECT - MCGINNIS FERRY ROAD WIDENING FROM RONALD REAGAN BOULEVARD/UNION HILL ROAD TO HOSPITAL PARKWAY

WHEREAS, the City of Alpharetta (the "City"), in conjunction with the City of Johns Creek and Forsyth County, has determined that it is necessary to construct a road project, which includes the widening of, and construction of other operational improvements to, a portion of McGinnis Ferry Road, such road project being known as the McGinnis Ferry Road from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway project (the "Project"); and

WHEREAS, in order to construct the Project, it is necessary to acquire certain rights to, in, over, under, through, and across the property now or formerly owned by Srinivas S. Halembar and Sushma Mahashetti located at 13033 Dartmore Circle (Tax Parcel No.: 21 -5680-1054-091-4) within the City of Alpharetta, Georgia (reference: **Project Parcel 51**), as further described and shown in Attachment "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the Mayor and Council have considered the Project and determined that the Project and the use of eminent domain to acquire those certain rights to, in, over, under, through, and across the foregoing property are necessary, in the public interest, and must be carried out expeditiously to ensure the timely completion of the Project.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, AS FOLLOWS:

For public road purposes and to meet the public necessity for immediately acquiring the subject property rights, which are hereby declared, the Mayor and Council authorize the City Attorney's Office to acquire through the use of Eminent Domain, pursuant to Title 32 of the Official Code of Georgia Annotated, the necessary property rights to, in, over, under, through, and across the property located at 13033 Dartmore Circle, Alpharetta, Georgia (Tax Parcel No.: 21 -5680-1054-091-4), in order to ensure the timely completion of the Project - McGinnis Ferry Road from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway. Further, the Mayor and the City Administrator are specifically authorized to execute, on behalf of and as if signed by every member of the governing authority of the City, the Mayor and Council, any and all documents necessary to

further the filing of any Petition for Condemnation or Declaration of Taking related to the same and/or in furtherance of this Resolution.

SO RESOLVED, this _____ day of _____ 2021.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

_____
Jason Binder

_____
Ben Burnett

_____
John Hipes

_____
Dan Merkel

(SEAL)

_____
Donald Mitchell

Attest:

_____
Erin Cobb, City Clerk

_____
Karen Richard

Approve as to form and legal sufficiency:

_____
City Attorney
4288808

2/5/2020
CVE-Darla

GPLOT-V8
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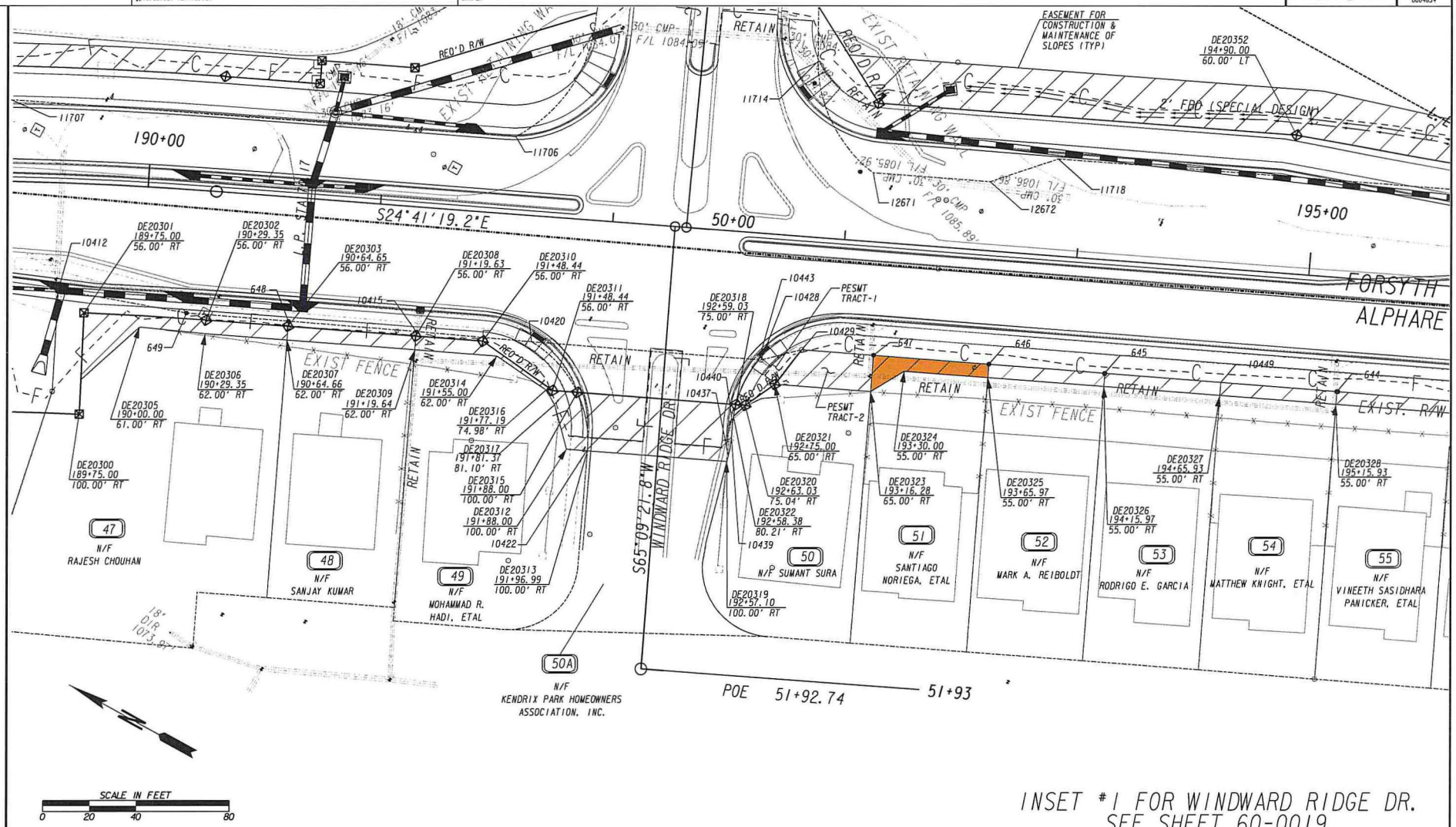
GRMPLN

GDOT

P.I. No.
0004634



INSET #1 FOR WINDWARD RIDGE DR.
SEE SHEET 60-0019

PROPERTY AND EXISTING R/W LINE	
REQUIRED R/W LINE	
CONSTRUCTION LIMITS	
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	
EASEMENT FOR CONSTR OF SLOPES	
EASEMENT FOR CONSTR OF DRIVES	

BEGIN LIMIT OF ACCESS	BLA
END LIMIT OF ACCESS	ELA
EXISTING LIMIT OF ACCESS	
REQ'D LIMIT OF ACCESS	
EXISTING LIMIT OF ACCESS & R/W	
REQ'D LIMIT OF ACCESS & R/W	
ORANGE BARRIER FENCE	
ESA - ENV. SENSITIVE AREA	

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY MAP

PROJECT NO: 0004634
COUNTY: FORSYTH/FULTON
LAND LOT NO:
LAND DISTRICT:
GMD
DATE SH OF

DRAWING No.
60-0019A

7/31/2015 GRMPLN

REQD R/W - PAR 50/SV37   REQ'D R/W   DE613

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20318	75.00 R	192+59.03	McGinnis Ferry Rd Const CL
ARC LENGTH · 21.94			
CHORD BEAR · N 87°56'00.0" E			
LNTH CHORD · 21.77			
RADIUS · 49.99			
DEGREE · 114°36'31.5"			
10443	54.91 R	192+67.40	McGinnis Ferry Rd Const CL
	0.79	S 24°31'13.2" E	
10428	54.91 R	192+68.19	McGinnis Ferry Rd Const CL
	18.11	S 43°18'04.7" E	
10429	49.13 R	192+85.35	McGinnis Ferry Rd Const CL
	18.95	N 81°34'07.9" W	
DE20321	65.00 R	192+75.00	McGinnis Ferry Rd Const CL
	15.62	N 64°40'35.7" W	
DE20320	75.04 R	192+63.03	McGinnis Ferry Rd Const CL
	4.00	N 24°07'02.9" W	
DE20318	75.00 R	192+59.03	McGinnis Ferry Rd Const CL

REQD R/W · 266.64 SF
REQD R/W · 0.006 ACRES
REMAINDER · +/- 0.163 ACRES

REQD PERM ESMT - PAR 50/SV37   REQ'D PERM. EASM'T.   DE614 PESMT-TRACT-1

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20322	80.21 R	192+58.38	McGinnis Ferry Rd Const CL
ARC LENGTH · 5.25			
CHORD BEAR · N 72°21'01.4" E			
LNTH CHORD · 5.25			
RADIUS · 49.99			
DEGREE · 114°36'31.5"			
DE20318	75.00 R	192+59.03	McGinnis Ferry Rd Const CL
	4.00	S 24°07'02.9" E	
DE20320	75.04 R	192+63.03	McGinnis Ferry Rd Const CL
	6.95	N 72°43'53.4" W	
DE20322	80.21 R	192+58.38	McGinnis Ferry Rd Const CL

REQD EASMT · 10.69 SF
REQD EASMT · 0.000 ACRES

REQD PERM ESMT - PAR 50/SV37   REQ'D PERM. EASM'T.   DE615 PESMT-TRACT-2

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20321	65.00 R	192+75.00	McGinnis Ferry Rd Const CL
	18.95	S 81°34'07.9" E	
10429	49.13 R	192+85.35	McGinnis Ferry Rd Const CL
	30.95	S 24°40'00.7" E	
647	49.14 R	193+16.30	McGinnis Ferry Rd Const CL
	15.86	S 65°23'14.4" W	
DE20323	65.00 R	193+16.28	McGinnis Ferry Rd Const CL
	41.28	N 24°41'19.2" W	
DE20321	65.00 R	192+75.00	McGinnis Ferry Rd Const CL

REQD EASMT · 572.85 SF
REQD EASMT · 0.013 ACRES

REQD PERM ESMT - PAR 51/SV38   REQ'D PERM. EASM'T.   DE616

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20323	65.00 R	193+16.28	McGinnis Ferry Rd Const CL
	15.86	N 65°23'14.4" E	
647	49.14 R	193+16.30	McGinnis Ferry Rd Const CL
	49.66	S 24°33'51.9" E	
646	49.25 R	193+65.96	McGinnis Ferry Rd Const CL
	5.75	S 65°11'27.4" W	
DE20325	55.00 R	193+65.97	McGinnis Ferry Rd Const CL
	35.97	N 24°41'19.2" W	
DE20324	55.00 R	193+30.00	McGinnis Ferry Rd Const CL
	16.98	N 60°46'13.8" W	
DE20323	65.00 R	193+16.28	McGinnis Ferry Rd Const CL

REQD EASMT · 356.77 SF
REQD EASMT · 0.008 ACRES

REQD PERM ESMT - PAR 52/SV39   REQ'D PERM. EASM'T.   DE617

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20325	55.00 R	193+65.97	McGinnis Ferry Rd Const CL
	5.75	N 65°11'27.4" E	
646	49.25 R	193+65.96	McGinnis Ferry Rd Const CL
	49.99	S 24°44'20.6" E	
645	49.21 R	194+15.95	McGinnis Ferry Rd Const CL
	5.79	S 65°11'27.6" W	
DE20326	55.00 R	194+15.97	McGinnis Ferry Rd Const CL
	49.99	N 24°41'19.2" W	
DE20325	55.00 R	193+65.97	McGinnis Ferry Rd Const CL

REQD EASMT · 288.49 SF
REQD EASMT · 0.007 ACRES

REQD PERM ESMT - PAR 53/SV40   REQ'D PERM. EASM'T.   DE618

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20326	55.00 R	194+15.97	McGinnis Ferry Rd Const CL
	5.79	N 65°11'27.6" E	
645	49.21 R	194+15.95	McGinnis Ferry Rd Const CL
	49.97	S 24°32'11.1" E	
10449	49.34 R	194+65.92	McGinnis Ferry Rd Const CL
	5.66	S 65°10'47.0" W	
DE20327	55.00 R	194+65.93	McGinnis Ferry Rd Const CL
	49.97	N 24°41'19.2" W	
DE20326	55.00 R	194+15.97	McGinnis Ferry Rd Const CL

REQD EASMT · 286.13 SF
REQD EASMT · 0.007 ACRES

REQD PERM ESMT - PAR 54/SV41   REQ'D PERM. EASM'T.   DE619

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20327	55.00 R	194+65.93	McGinnis Ferry Rd Const CL
	5.66	N 65°10'47.0" E	
10449	49.34 R	194+65.92	McGinnis Ferry Rd Const CL
	49.99	S 24°32'14.5" E	
644	49.47 R	195+15.91	McGinnis Ferry Rd Const CL
	5.53	S 65°08'05.1" W	
DE20328	55.00 R	195+15.93	McGinnis Ferry Rd Const CL
	50.00	N 24°41'19.2" W	
DE20327	55.00 R	194+65.93	McGinnis Ferry Rd Const CL

REQD EASMT · 279.66 SF
REQD EASMT · 0.006 ACRES

REQD PERM ESMT - PAR 55/SV42   REQ'D PERM. EASM'T.   DE620

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20328	55.00 R	195+15.93	McGinnis Ferry Rd Const CL
	5.53	N 65°08'05.1" E	
644	49.47 R	195+15.91	McGinnis Ferry Rd Const CL
	50.01	S 24°20'50.8" E	
643	49.77 R	195+65.93	McGinnis Ferry Rd Const CL
	5.23	S 65°08'39.6" W	
DE20329	55.00 R	195+65.94	McGinnis Ferry Rd Const CL
	50.01	N 24°41'19.2" W	
DE20328	55.00 R	195+15.93	McGinnis Ferry Rd Const CL

REQD EASMT · 269.01 SF
REQD EASMT · 0.006 ACRES

REQD PERM ESMT - PAR 56/SV43   REQ'D PERM. EASM'T.   DE621

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20329	55.00 R	195+65.94	McGinnis Ferry Rd Const CL
	5.23	N 65°08'39.6" E	
643	49.77 R	195+65.93	McGinnis Ferry Rd Const CL
	50.01	S 24°52'42.2" E	
654	49.60 R	196+15.93	McGinnis Ferry Rd Const CL
	10.40	S 65°09'01.6" W	
DE20330	60.00 R	196+15.96	McGinnis Ferry Rd Const CL
	50.27	N 18°58'48.8" W	
DE20329	55.00 R	195+65.94	McGinnis Ferry Rd Const CL

REQD EASMT · 390.67 SF
REQD EASMT · 0.009 ACRES

REQD R/W - PAR 57/SV210   REQ'D R/W   DE622

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20276	62.00 L	184+03.10	McGinnis Ferry Rd Const CL
	38.36	S 42°48'18.7" E	
DE20332	60.00 L	184+40.04	McGinnis Ferry Rd Const CL
	62.24	S 39°30'15.5" E	
DE20333	55.00 L	185+00.00	McGinnis Ferry Rd Const CL
	41.57	S 35°28'06.9" E	
DE20334	50.00 L	185+40.00	McGinnis Ferry Rd Const CL
ARC LENGTH · 222.60			
CHORD BEAR · S 37°55'47.8" E			
LNTH CHORD · 222.45			
RADIUS · 1700.00			
DEGREE · 3°22'13.2"			
DE20335	50.00 L	187+56.06	McGinnis Ferry Rd Const CL
	6.44	S 57°52'46.0" W	
11708	43.56 L	187+55.83	McGinnis Ferry Rd Const CL
	10.00	S 57°52'46.3" W	
637	33.57 L	187+55.48	McGinnis Ferry Rd Const CL
ARC LENGTH · 367.94			
CHORD BEAR · N 39°14'51.3" W			
LNTH CHORD · 366.99			
RADIUS · 1479.22			
DEGREE · 3°52'24.2"			
11695	41.25 L	183+95.99	McGinnis Ferry Rd Const CL
	22.00	N 62°54'12.0" E	
DE20276	62.00 L	184+03.10	McGinnis Ferry Rd Const CL

REQD R/W · 5283.10 SF
REQD R/W · 0.121 ACRES
REMAINDER · +/- 2.750 ACRES

REQD PERM ESMT - PAR 57/SV210   REQ'D PERM. EASM'T.   DE623

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20280	90.00 L	184+12.41	McGinnis Ferry Rd Const CL
	198.29	S 34°10'00.5" E	
DE20336	60.00 L	186+00.00	McGinnis Ferry Rd Const CL
ARC LENGTH · 162.09			
CHORD BEAR · S 36°52'55.8" E			
LNTH CHORD · 162.03			
RADIUS · 1710.00			
DEGREE · 3°21'02.3"			
DE20337	60.00 L	187+56.40	McGinnis Ferry Rd Const CL
	10.01	S 57°52'46.0" W	
DE20335	50.00 L	187+56.06	McGinnis Ferry Rd Const CL
ARC LENGTH · 222.60			
CHORD BEAR · N 37°55'47.8" W			
LNTH CHORD · 222.45			
RADIUS · 1700.00			
DEGREE · 3°22'13.2"			
DE20334	50.00 L	185+40.00	McGinnis Ferry Rd Const CL
	41.57	N 35°28'06.9" W	
DE20333	55.00 L	185+00.00	McGinnis Ferry Rd Const CL
	62.24	N 39°30'15.5" W	
DE20332	60.00 L	184+40.04	McGinnis Ferry Rd Const CL
	38.36	N 42°48'18.7" W	
DE20276	62.00 L	184+03.10	McGinnis Ferry Rd Const CL
	29.64	N 62°54'12.0" E	
DE20280	90.00 L	184+12.41	McGinnis Ferry Rd Const CL

REQD EASMT · 5386.10 SF
REQD EASMT · 0.124 ACRES

REQD DRWY ESMT - PAR 57/SV210   REQ'D DRWY. EASM'T.   DE624

PNT	OFFSET/	STATION/	ALIGNMENT
DE20338	60.00 L	186+50.00	McGinnis Ferry Rd Const CL
DE20339	130.00 L	186+90.00	McGinnis Ferry Rd Const CL
ARC LENGTH · 74.14			
CHORD BEAR · S 35°16'45.5" E			
LNTH CHORD · 74.13			
RADIUS · 1780.00			
DEGREE · 3°13'07.9"			
DE20340	130.00 L	187+58.72	McGinnis Ferry Rd Const CL
DE20337	60.00 L	187+56.40	McGinnis Ferry Rd Const CL
ARC LENGTH · 110.27			
CHORD BEAR · N 36°00'50.6" W			
LNTH CHORD · 110.25			
RADIUS · 1710.00			
DEGREE · 3°21'02.3"			
DE20338	60.00 L	186+50.00	McGinnis Ferry Rd Const CL

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS............BLA
END LIMIT OF ACCESS..............ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY MAP

PROJECT NO: 0004634
COUNTY: FORSYTH/FULTON
LAND LOT NO:
LAND DISTRICT:
GMD
DATE   SH   OF

DRAWING No. 60-0022

CITY COUNCIL MEETING
STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT
SUBMITTED BY: KATHI COOK
DRAFTED BY: LAUREN SHAPIRO
SPONSORED BY: COUNCIL MEMBER MERKEL
SECONDED BY: COUNCIL MEMBER RICHARD

I. AGENDA ITEM TITLE: PH-21-18 THE CODE OF THE CITY OF ALPHARETTA TEXT AMENDMENTS – DISTANCE REQUIREMENTS AND ANCILLARY TASTING

CITY COUNCIL WORKSHOP:	SEPTEMBER 20, 2021
PLANNING COMMISSION:	OCTOBER 7, 2021
CITY COUNCIL – FIRST READING:	OCTOBER 18, 2021
CITY COUNCIL – SECOND READING:	OCTOBER 25, 2021

II. REPORT IN BRIEF:

This item is presented for workshop purposes only, no action should or will be taken for this item.

The proposed text amendment to Section 4-17 Distance requirements is to prohibit a retail package store from being located within 2,000 feet of any other retail package store.

The proposed text amendments to Section 4-347 Conditions of license issuance are to include craft beer, to remove the specific amount of wine or craft beer brands, to increase the total amount of samples from eight (8) ounces to sixteen (16) ounces, to permit sampling and tasting within the leased portion of the premises, and to remove the language prohibiting wine sampling and tasting on Sundays.

III. ATTACHMENTS:

- Alpharetta Code Strike Through and Underline Edits

Sec. 4-17. Distance requirements.

(a) No person, retailer, or retail package store may sell or offer to sell alcoholic beverages:

(1) Within 200 feet of any private residence, unless such residence is itself in a commercial district;

(2) Within 300 feet of any public library or branch thereof;

(3) Within 300 feet of the property line of any church, shrine, chapel of a mortuary or other place used exclusively for religious services, and any school grounds or college campus;

(4) Within 300 feet of that portion of a public park which is habitually used for recreational purposes; or

(5) Within 200 feet of a regular stop as designated by the county board of education where a school bus for the transportation of school children in the public schools of the county shall take on or discharge school children.

(6) Within 2,000 feet of any other retail package store.

The schools or colleges referred to herein shall include only such state, county, city, church or other schools as teach the subjects commonly taught in the common schools and colleges of this state. A school bus stop is defined as a designated place where five or more children board the bus. The public parks referred to herein shall include all public parks, however, the Alpha Loop and the Big Creek Greenway shall be excluded from that definition for the purposes of this Code section only.

(b) For premises that are located or proposed to be located in the central business district (as defined in section 1.4.2 of the Unified Development Code), distance shall be measured from such residence, library, property line, park or school bus stop by the straight line distance to the nearest public sidewalk, street or highway, then along such sidewalk, street or highway by the nearest route to the front door of the premises from which alcoholic beverages are to be sold. For premises that are located or proposed to be located in all other areas of the city, distance shall be measured from such residence, library, property line, park or school bus stop by the straight line distance to the point of the premises nearest to such residence, library, property line, park or school bus stop. Every license application shall include a scale drawing of the location of the proposed premises, showing the distance of the uses described in this section and a certificate of a registered land surveyor or professional engineer that the location complies with these distance requirements.

(c) The distance requirements of this section pertaining to colleges are intended to apply to the main or primary campus or grounds of a college. For various reasons, a college may occasionally lease subordinate space away from its main campus or grounds to conduct its activities (a subordinate facility). For the purposes of determining compliance with the distance requirements of this section, a subordinate facility shall not be considered a college if all of the following conditions are met:

(1) The college is occupying the subordinate facility as a tenant under a lease agreement;

(2) The amount of square footage leased to the college at the subordinate facility is less than 20 percent of the cumulative square footage of the buildings occupied by the college at its primary facility;

(3) The subordinate facility is located in a commercially-zoned district; and

(4) The subordinate facility is not adjacent or contiguous to the primary facility of the college.

Notwithstanding the foregoing, no license for the sale of alcoholic beverages shall be granted with respect to an establishment that is located in the same building as a subordinate facility or within 50 feet of a subordinate facility.

(d) The city council, after notice and a public hearing, may grant a variance to the minimum distance requirements between a private residence and an establishment seeking an on-premises consumption

license if there exists one or more of the conditions set forth in subsection (d)(1) of this section, and all of the conditions set forth in subsection (d)(2) of this section:

(1) a. The establishment is designed to be an integral part of planned mixed use development;

b. The establishment is located within a shopping center with an aggregate leasable area of 50,000 square feet or more;

c. The primary entrance of the establishment is not directly visible along the line of measurement and is physically separated from the residence;

d. There are other licensed establishments of a similar nature in the immediate vicinity;

e. The residence is not a single-family detached residence.

f. The establishment is a contributing historical building as defined by the historic preservation ordinance, and the property is zoned to allow for a use that is suitable for an alcohol license such as a restaurant and/or gourmet food store.

(2) a. There are practical or economic difficulties in carrying out the strict letter of the distance requirements;

b. The request is not based primarily on the desire to reduce the cost of developing the site;

c. The proposed variance will not substantially diminish property values in, nor alter the essential character of, the area surrounding the site, and will not substantially interfere with or injure the rights of others whose property would be affected by the variance;

d. The proposed variance will not be detrimental to the public health, safety or welfare, result in additional expense, or the creation of nuisances, or conflict with other applicable law.

(e) The city council, after notice and a public hearing, may grant a variance to the minimum distance requirements between a school grounds or college campus and an eating establishment (as the term "eating establishment" is used in section 4-47) seeking an on-premises consumption license, provided that all of the conditions set forth below exist:

(1) The location for which a license to sell alcoholic beverages for on-premises consumption is being sought has previously been operated as an eating establishment licensed by both the city and the state for the sale of alcoholic beverages for on-premises consumption within the five years immediately preceding the application for the new license;

(2) The primary entrance to the eating establishment is physically separated, either by a street, a fence, shrubbery, a parking lot, another building, or some other form of physical barrier, from the school grounds or college campus which is in close proximity to the eating establishment;

(3) There are practical or economic difficulties in carrying out the strict letter of the distance requirements, including the fact that the proposed premises from which alcoholic beverages for on-premises consumption would be sold already contains a commercial kitchen;

(4) The request is not based primarily on the desire to reduce the cost of developing the site;

(5) The proposed variance will not substantially diminish the property value in, nor alter the essential character of, the area surrounding the site, and will not substantially interfere with or injure the rights of others whose property would be affected by the variance;

(6) The proposed variance will not be detrimental to the public health, safety or welfare, result in additional expense, or the creation of nuisances, or conflict with other applicable law;

(7) The proposed variance will have no material effect on the use of the property on which the school grounds or college campus is located as either a school grounds or college campus.

(f) To the extent not otherwise prohibited by O.C.G.A. § 3-3-21 or other state law, the operator of a premises shall not be ineligible to receive, maintain, or renew a license due solely to the premises' noncompliance with the distance requirements set forth in section 4-17(a) if:

(1) A duly licensed licensee engaged in the sale or offer for sale of alcoholic beverages on the premises prior to the establishment of any use or activity described in section 4-17(a) that would otherwise make the premises ineligible for a license; and

(2) After establishment of any use or activity described in section 4-17(a), the sale or offer for sale of alcoholic beverages on the premises did not cease for a period of six months or more. Notwithstanding the foregoing, nothing contained in this subsection or elsewhere in this chapter shall be construed or interpreted to affect the status of a license under this chapter 4 as a mere grant or privilege to carry on the business during the terms of the license subject to all terms and conditions imposed by the city ordinances and state law.

(Code 1989, § 3-17; Ord. No. 218-A, § 1.011, 9-22-1986; Ord. No. 512, § 1, 12-2-2002; Ord. No. 524, § 1, 3-3-2003; Ord. No. 532, § 1, 12-15-2003; Ord. No. 643, § 1, 7-19-2010; Ord. No. 811 , § 1, 9-21-2020; Ord. No. 832 , § 1, 6-28-2021)

State law reference(s)—Sales near churches, etc., O.C.G.A. § 3-3-21.

Sec. 4-347. Conditions of license issuance.

The holder of a package wine license, with or without a package malt beverage license, ~~but in no event with a package distilled spirits license,~~ with licensed premises having a minimum of 200 square feet of floor space dedicated to the display of wine offered for sale, shall be eligible for an ancillary wine tasting license to sell or provide samples or tastings of wine offered for sale by the package to customers for consumption on the premises under the following conditions:

(1) The licensee shall maintain on the premises and offer for sale by the package ~~at least 25 different~~ a large variety of brands of wine/craft beers.

(2) Wine/craft beer sampling and tasting for customers shall only be conducted at a wine counter area constituting no more than 20 percent of the entire floor area of the premises.

(3) Wine/craft beer samples shall not exceed two ounces, and no customer shall consume more than ~~eight~~ 2 flights or a total of 16 ounces in any calendar day.

(4) Wine/craft beer bottles shall be opened only by the licensee or an employee, and samples shall only be poured by the licensee and/or an employee.

(5) No open containers of wine/craft beer shall be removed from the licensed premises.

(6) Wine sampling and tasting is only permitted within the ~~enclosed~~ leased portion of the premises.

(7) Wine/craft beer sampling and tasting is only permitted during the hours the licensed premises are authorized to provide package sales of alcoholic beverages~~; provided, however, no wine sampling and tasting shall be permitted on Sunday.~~

(8) Wine/craft beer sampling and tasting shall not be permitted prior to the city's approval of a package license holder's application for an ancillary wine tasting license and the package license holder's payment of the subject license fee. The annual fee for an ancillary wine tasting license shall be $250.00, which fee may be revised from time to time by resolution of the mayor and council.

(Code 1989, § 3-160; Ord. No. 598, § 1, 7-10-2006; Ord. No. 740, § 8, 5-16-2017)