



City Council Meeting & Public
Hearing
NOVEMBER 29, 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. CONSENT AGENDA
 - A. Council Meeting Minutes (Meeting of 11/15/2021)
- V. PUBLIC HEARING
 - A. PH-21-AB-27 Minimum Distance Requirement Waiver Request for 241 South Main Street
Consideration of a variance from the minimum distance required between an establishment seeking an alcoholic beverage license and a school.
- VI. OLD BUSINESS
 - A. PH-21-18 Code of Ordinances Text Amendments – Alcoholic Beverages, Distance Requirements and Ancillary Tasting License - **Second Reading**
Consideration of text amendments to the Code of Ordinances to add and amend regulations related to ancillary tasting license and to add a distance requirement between retail package sales establishments.
 - B. An Ordinance to Amend Chapter 4 (Alcoholic Beverages) of the Code of the City of Alpharetta, Georgia - **Second Reading**
- VII. NEW BUSINESS
 - A. RFP 22-104 & RFP 22-105 - Citywide Landscape Maintenance and On-call Landscape Construction
 - B. Land and Water Conservation Fund Grant Award
 - C. Alpharetta Impact Fee Program Update
 - D. Renewal of Miracle League Facility Use Agreement
- VIII. PUBLIC COMMENT
- IX. REPORTS
- X. ADJOURNMENT



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: CITY CLERK
SUBMITTED BY: LAUREN SHAPIRO
DRAFTED BY: LAUREN SHAPIRO

I. **AGENDA ITEM TITLE:** COUNCIL MEETING MINUTES FROM THE MEETING OF 11-15-2021

II. **RECOMMENDATION:**

Approve the City Council meeting minutes from November 15, 2021, as part of the Consent Agenda.

III. **REPORT IN BRIEF:**

City Clerk, Lauren Shapiro, attended, recorded, and prepared a synopsis of the pertinent information that occurred during the City Council meeting on Monday, November 15, 2021.

IV. **ATTACHMENTS:**

- City Council meeting minutes from November 15, 2021.



City Council Meeting NOVEMBER 15, 2021 Office of the City Clerk

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

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

I. CALL TO ORDER

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

II. ROLL CALL

- **Council Members**
 - Mayor Jim Gilvin
 - Mayor Pro Tem Donald F. Mitchell
 - Jason Binder
 - Ben Burnett
 - John Hipes
 - Dan Merkel
- **Council Members Absent**
 - Karen Richard
- **Staff**
 - Bob Regus, City Administrator
 - Mike Stacy, City Attorney
 - James Drinkard, Asst. City Administrator
 - Lauren Shapiro, City Clerk
 - Peter Sewczwicz, Director of Public Works
 - Morgan Rodgers, Director of Recreation, Parks & Cultural Services
 - Tom Harris, Director of Finance
 - Kathi Cook, Director of Community Development and Economic Development
 - Michael Woodman, Planning + Development Services Manager
 - Eric Graves, Senior Traffic Engineer / Planner

III. PLEDGE TO THE FLAG

IV. PROCLAMATIONS & PRESENTATIONS

- A. Alpharetta Chamber Presentation to the Public Safety Foundation

V. CONSENT AGENDA

- A. Council Meeting Minutes (Meeting of 11/1/2021)
- B. Alcoholic Beverage License Applications

PH-21-AB-28 The Farm at Pamelot Inc.
54 Roswell Street
Alpharetta, GA 30009

Farm Winery Tasting Room & Wine Bar
Consumption on Premises
Beer, Wine, Retail Package Sales & Sunday Sales

Owner: Pamela Jackson
Registered Agent: Jeffrey Jackson

- ❖ Council Member Hipes offered a motion to approve the consent agenda
 - Council Member Burnett seconded the motion.
 - The motion was approved unanimously (6-0).

VI. PUBLIC HEARING

- A. PH-21-AB-27 Minimum Distance Requirement Waiver Request for 241 South Main Street
DEFERRED: This item has been deferred by Staff until November 29, 2021 City Council Meeting. This item will not be heard or considered by City Council during tonight's meeting.
Consideration of a variance from the minimum distance required between an establishment seeking an alcoholic beverage license and a school.
- B. MP-21-03/CU-21-05 ADVANCED RECOVERY SYSTEMS, LLC DRUG REHABILITATION CENTER
Consideration of a master plan amendment and conditional use to allow a 62-bed DRUG REHABILITATION CENTER for Advanced Recovery Systems, LLC. A master plan amendment is requested to the Southfund Master Plan to add 'Congregate Housing, Assisted Living Facility' as a conditional use in Pod D. A conditional use is requested to allow 'Congregate Housing, Assisted Living Facility' for Advanced Recovery Systems, LLC. The zoning classification of the property is O-I (Office-Institutional) subject to the Southfund Master Plan Pod D. The property is located at 11725 Pointe Place and is legally described as being located in Land Lot 550, 1st District, 2nd Section, Fulton County, Georgia.
 - Planning + Development Services Manager, Michael Woodman, came forward to present this item.
 - Staff is recommending that Mayor and Council approve MP-21-03 / CU-21-05 Advanced Recovery Systems, LLC Drug Rehabilitation Center, subject to the following conditions:
 1. Add 'Congregate Housing' to Pod D of the Southfund Master Plan as a conditional use.
 2. 'Congregate Housing' shall be added as a conditional use at 11725 Pointe Place and limited to no more than 31,709+/- square feet and no more than 62 beds.

3. Conditional use approval shall be limited to Advanced Recovery Systems and its successors and assigns. no additional 'Congregate Housing' businesses or subleasing shall be permitted within the approved space.
 4. The business shall be permitted to operate 24-hours/day, 7 days/week.
 5. Addiction and substance abuse rehabilitation center shall be limited to clients that are 18+ years of age and non-court mandated. Services shall be limited to the treatment of alcohol and drug abuse/dependency and treatment of secondary mental health disorders (mood/personality disorders & process additions). Level of care shall be limited to detox, intensive inpatient, residential, partial hospitalization, intensive outpatient, & outpatient care. No methadone clinic as stated by the applicant.
 6. Landscape shall be added to the 50' undisturbed buffer, where sparse, as approved by Staff.
 7. Based on a developer commitment, an 8' privacy fence shall be constructed along the south and west property lines. Fence shall be located to have the least impact to trees in the undisturbed buffer, as approved by Staff.
 8. Outdoor gathering/seating areas shall be limited to the north and/or east sides of the building.
 9. There shall be no outside activity after 8:00 PM.
 10. Prior to issuance of a business license, detention facility shall be inspected by the City.
- This item was considered at the 5/6/2021 Planning Commission meeting. Staff recommended approval subject to 8 conditions. There were several public comments in opposition with concerns over crime, safety, privacy fence material, impact on property values, does not belong adjacent to residential, applicant will build and sell, business model, removal of trees from fence, applicant's letter not in Spanish, staffing levels, for-profit business, stormwater run-off, traffic, lock-down facility, type of people in the facility, and noise. After discussion, Planning Commission recommended approval subject to the Staff recommended conditions and accepting certain changes requested by the applicant (Planning Commission changes shown in RED above). Vote 5-2.
 - The applicant, Advanced Recovery Systems, LLC, is requesting a master plan amendment and conditional use to allow a 62-bed rehabilitation facility for the treatment of addiction and substance abuse in a 31,709 square foot building previously used as a nursing home. An amendment is requested to the Southfund Master Plan to add 'Congregate Housing' as a conditional use in Pod D. The subject property is located at 11725 Pointe Place, just south of the intersection at Upper Hembree Road and Pointe Place.
 - A master plan amendment is requested to the Southfund Master Plan to add 'Congregate Housing' to Pod D and a conditional use is requested to allow a substance abuse (drug and alcohol) and addition rehabilitation center for Advanced Recovery Systems, LLC. Southfund Master Plan was approved in 1995 as a 13-acre office-institutional development with incidental retail uses. Pod D was developed was developed in 1998 as a 1-story, 31,709 square foot nursing home. The Veranda at Pointe Place nursing home was the last business to operate on the property and has recently closed.
 - The property is zoned O-I (Office-Institutional) and is subject to the Southfund Master Plan Pod D. Surrounding properties are zoned O-I to the north and PSC (Planned Shopping Center) to the east. The former Harry's Market (Whole Foods) is located to the east, the Arthritis & Rheumatology Center is located to the north, Taylor Oaks subdivision (City of

Roswell) is located to the west and Hembree Forest subdivision (City of Roswell) is located to the south.

- Advanced Recovery Systems is a rehabilitation facility for the treatment of substance abuse and associated mental health disorders. According to the applicant's letter of intent, the State-licensed facility will treat people eighteen (18) years of age or older.
- Levels of care offered at the facility would be detox, intensive inpatient, residential, partial hospitalization, intensive outpatient and outpatient care. Clients will not have vehicles. The applicant has stated that the clients are non-court mandated. The business has several locations across the U.S., including in Colorado, Florida, Maryland, New Jersey, Ohio and Washington. The business operates 24 hours per day, seven (7) days per week. The applicant anticipates a peak staff of 30 employees.
- There are five (5) facilities in the City; however, only one (1) is a residential facility. Sunrise Detox is located at 4500 North Point Parkway, which is approximately 3.5 miles from the applicant's property (as measured in a straight-line distance).
- The site is located at the end of the cul-de-sac on Pointe Place. The primary entrance to the building and all but four (4) parking spaces are located on the north side of the building. A drive aisle provides access to the southside of the building for the primary purpose of deliveries. A fenced outdoor amenity area is located at the northeast corner of the building. 50' undisturbed buffers are provided along the south and west property lines, as required by the Southfund Master Plan and Unified Development Code (UDC).
- The applicant provided a trip generation information, which shows that the proposed use would generate approximately ten (10) AM Peak Hour trips and thirteen (13) PM Peak Hour trips.
- The CZIM was held on April 14, 2021. There were several public comments and questions with concerns over negative impact on adjacent residential property values, cigarette smoke, and screening. Since the CZIM, the applicant has agreed to construction an eight-foot (8') privacy fence along the south and west property lines.
- The City has received approximately 96 letters of objection to the applicant's proposal. Generally, the residents are concerned that the facility will negatively impact their property values.
- City 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 the office-institutional uses and other locations for this business type, which are similarly situated in an office setting. 50' undisturbed buffers are provided adjacent to Roswell subdivisions to the south and west. In addition, the applicant has agreed to install an eight-foot (8') privacy fence along the south and west property lines, which was at the request of residents in the adjacent subdivisions. However, it is recommended that conditions be established as part of this application that regulate and limit any expansion of the business.
- The applicant, Don Rolader (200 Foothills Parkway, Marble Hill, GA 30148), Nancy Stockwell (135 Whitefoord Avenue NE, Atlanta, GA 30307), Marta Nelson (4140 Comanche Trail, Michiana, MI 49117), and Jeff Breedlove (625 Atlanta Avenue SE, Atlanta, GA 30312) came forward to speak on behalf of this application.

Public Comment:

- Dawn Fix (1120 Taylor Oaks Drive, Roswell, GA 30076) came forward to speak in opposition of this application.

- ❖ Council Member Merkel offered a motion to approve MP-21-03 / CU-21-05 Advanced Recovery Systems, LLC Drug Rehabilitation Center, subject to the following conditions:
 1. Add 'Congregate Housing' to Pod D of the Southfund Master Plan as a conditional use.
 2. 'Congregate Housing' shall be added as a conditional use at 11725 Pointe Place and limited to no more than 31,709+/- square feet and no more than 62 beds.
 3. Conditional use approval shall be limited to Advanced Recovery Systems; no additional 'Congregate Housing' businesses or subleasing shall be permitted within the approved space.
 4. The business shall be permitted to operate 24-hours/day, 7 days/week.
 5. Addiction and substance abuse rehabilitation center shall be limited to clients that are 18+ years of age and non-court mandated. Services shall be limited to the treatment of alcohol and drug abuse/dependency and treatment of secondary mental health disorders (mood/personality disorders & process additions). Level of care shall be limited to detox, intensive inpatient, residential, partial hospitalization, intensive outpatient, & outpatient care. No methadone clinic as stated by the applicant.
 6. Landscape shall be added to the 50' undisturbed buffer, where sparse, as approved by Staff.
 7. Based on a developer commitment, an 8' privacy fence shall be constructed along the south and west property lines. Fence shall be located to have the least impact to trees in the undisturbed buffer, as approved by Staff.
 8. Outdoor gathering/seating areas shall be limited to the north and/or east sides of the building.
 9. There shall be no outside activity after 8:00 PM.
 10. Prior to issuance of a business license, detention facility shall be inspected by the City.
 - Council Member Binder seconded the motion.
 - Council Member Hipes offered a friendly amendment to add the original language in the staff report for Condition #3 back into the conditions.
 - Council Member Merkel accepted the friendly amendment.
 - Council Member Binder accepted the friendly amendment.
 - The motion was approved 4-2; with Mayor Gilvin and Council Member Burnett in opposition.

C. CLUP-21-04 / MP-21-07 / Z-21-09 / V-21-23 KB/400 Partners Empire Communities

Consideration of a comprehensive land use plan amendment, master plan amendment, rezoning and variances to allow for 90 'For-Sale' single-family detached homes to be constructed on approximately 14 acres in the North Point Overlay. A comprehensive land use plan amendment is requested from 'Corporate Office' and 'Public, Institutional, Education' to 'High Density Residential' and a rezoning is requested from O-I (Office-Institutional) and SU (Special Use) to R-8A/D (Dwelling, 'For-Sale', Attached/Detached Residential). A master plan amendment is requested to add 'Dwelling, 'For-Sale', Detached' to Pod A of the KB/400 Partners Master Plan and variances are requested to modify North Point Overlay site design and streetscape standards, reduce setbacks and lot widths, eliminate block requirements with stub-out streets and vehicular cross-access, eliminate minimum driveway spacing, reduce landscape strip along new private road and allow a stream buffer encroachment for new entry road off Rock Mill Road. The property is located at the southwest corner of Kimball Bridge Road and North Point Parkway and is legally described as being located in Land Lots 807, 808, 849 & 850, 1st District, 2nd Section, Fulton County, Georgia.

- Planning + Development Services Manager, Michael Woodman, came forward to present this item.
- Staff is recommending that Mayor and Council approve CLUP-21-04 / MP-21-07 / Z-21-09 / V-21-23 KB/400 Partners Empire Communities subject to the following conditions:
 1. The 13.98-acre property shall be zoned 'R-8A/D' and shall be developed substantially as depicted on the plan prepared by PEC, revised 10/26/21, except for modifications required to comply with these conditions. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning. Current flood plain information shall be required for LDP and may impact lot yield. Provided the site plan remains substantially the same, the lots may be bigger than shown on that plan.
 2. The Comprehensive Land Use Plan designation of the property shall be 'High Density Residential'.
 3. 'Dwelling, 'For-Sale' Detached' shall be listed as a permitted use in the KB/400 Partners Master Plan Pod A, with a maximum density of 6.44 dwelling units per acre.
 4. Minimum lot width shall be 30'.
 5. Building setbacks and building separation shall be as depicted on the site plan prepared by PEC, revised 10/26/21.
 6. Architecture and materials shall be developed substantially similar to the submitted renderings prepared by Troy King, labeled Exhibit A, subject to final approval by Staff.
 7. EcoDistrict measures shall be substantially similar to the description the applicant's letter of intent, dated 7/30/21. Developer shall provide detailed information at LDP and building permit regarding compliance with each requested EcoDistrict measure. EcoDistrict points to be confirmed by Staff.
 8. Minimum ~~5,000~~ 3,300 square foot civic space shall be developed at the corner of North Point Parkway and Kimball Bridge Road, including decorative hardscape, landscape, and Empire North Point EcoDistrict Monument Concept, with final approval by the Cultural Arts Commission. Hardscape, landscape and monument shall be maintained by the HOA.
 9. Minimum 6.53 acres of open space shall be reserved and improved substantially as depicted on the plan prepared by PEC, revised 10/26/21. Permanent easements shall be dedicated to the City for public access over required civic space. The HOA shall be responsible for maintenance of all open space.

10. Stormwater management facility shall have a natural appearance, ~~having a permanent pool with aeration system/fountain, as approved by Staff.~~ Smart Green stormwater design techniques shall be employed to address run-off reduction, as approved by Staff. Stormwater management facilities shall be located on a separate lot under the ownership and maintenance responsibility of the HOA.
11. Privacy fences and ~~unfinished unpainted or unstained~~ wood decks shall not be visible from the public right-of-way.
12. Pedestrian access to Kimball Bridge Road sidewalk shall be unrestricted.
13. Fire Emergency vehicle access only shall be gated and improved with grasscrete pervious pavers, or similar product, as approved by Staff.
14. Homes shall have connectivity to the public sidewalk system.
15. New internal streets shall include a 4' planter and 5' sidewalk on one side of the street (not including alleys), as approved by Staff. Decorative pedestrian lighting shall be required throughout the development. Internal streets shall be private and maintained by the HOA.
16. Developer shall improve North Point Parkway streetscape with a 3' planter, 8' sidewalk and street trees and landscape material alternating on both sides of the sidewalk, as approved by Staff. Tree grates, tree wells, or alternative option shall be used to accommodate minimum 4' planting space for required street trees in the planter, as approved by Staff. Streetscape shall include decorative pedestrian lighting.
17. Developer shall improve Kimball Bridge Road streetscape with street trees (if not installed by the City with the Kimball Bridge Rd improvements) and landscape material alternating on both sides of the sidewalk, as approved by Staff. Streetscape shall include decorative pedestrian lighting.
18. Minimum 20' landscaped buffer shall be required along Kimball Bridge Road and minimum 30' landscaped buffer shall be required along North Point Parkway. Existing trees shall be preserved, where possible, within the buffers and the remaining areas planted to buffer standards. Landscape buffers shall be enhanced similar to Kimball Bridge Walk buffer, as approved by Staff. ~~Landscape buffers shall be on a separate lot under the ownership and maintenance responsibility of the HOA.~~ Landscape buffers shall be shown on the final plat with maintenance responsibility assigned to the HOA. Landscape buffers shall be detailed in the HOA declarations and covenants.
19. Minimum 10' landscape strip shall be required along both sides of new internal streets, not including alleys. Landscape strips and buffers shall be exclusive of utilities and easements, except that if Fulton County requires an unencumbered easement shrubs shall replace tree requirements on one side of the street.
20. Pedestrian amenities including pathways, lighting, and benches should be included throughout the development and amenity areas.
21. Required frontage improvements along Kimball Bridge Road and North Point Parkway shall include elements of the proposed City improvements. Impact fee credits shall be available for work beyond the site boundaries, for dedication of right-of-way and release of access rights to North Point Pkwy and Kimball Bridge Rd.
22. Developer shall construct the depicted Rock Mill Road access driveway, to City roadway standards. All costs of construction shall be the responsibility of the developer. Developer shall install 5' sidewalks and a 2' planter on both sides of the access road. Tree recompense shall not be required for development activities associated with the

construction of the access driveway. This access drive may encroach into the 150' stream buffer.

23. Developer shall dedicate a permanent public access easement over the area depicted as civic space on the site plan prepared by PEC, revised 10/26/21, as approved by Staff.
24. Remove exotic and invasive trees and shrubs within stream buffer, as approved by Staff. Replant the stream buffer, where sparse, to buffer standards with native trees, shrubs and groundcover. Plantings shall be 80% evergreen and 20% deciduous. Recompense tree planting may be used towards the stream buffer replanting.
25. Free Subject to design of the final stormwater management plan, which may result in some tree removal, the tree line and trees depicted in the civic space area to the west of the new project driveway shall be saved, except that trees shown to be impacted by the new driveway may be removed. Should stormwater management require removal of some of these trees, the tree recompense shall be provided per Code, as approved by Staff.
26. Site plan shall comply with IFC Appendix D, as determined by the Fire Marshal.
27. No more than 10% of the residential units shall be permitted to be rented, as recorded in the HOA's declarations and covenants.

Conditions requested by the Applicant as the result of citizen comments:

28. In an effort to reduce stormwater runoff rates leaving the site at the study point, the stormwater hydrology model for the site will be completed using the following methodology:
 - a. Reduce the stormwater runoff rates in the proposed development condition at the site study point by the following parameters:
 - i. 2-year storm reduced to 1 year storm flow rate
 - ii. 5-year storm reduced to 2-year storm flow rate
 - iii. 10-year storm reduced to 5-year storm flow rate
 - iv. 25-year storm reduced to 10-year storm flow rate
 - v. 50-year storm reduced to 25-year storm flow rate
 - vi. 100-year storm reduced to 50-year storm flow rate
 29. Developer will work with City's Transportation Department to create a right-turn lane at the northbound exit of Rock Mill Road onto North Point Parkway, to the extent that there is available right-of-way to construct the turn lane. This improvement shall not be eligible for impact fee credits.
 30. If At the option of the developer or land owner, if a land disturbance permit is not applied for within 12 24 months of Council approval of the rezoning, the zoning of the property shall revert to the original zoning subject to the original KB/400 Partners Pod A development standards.
- This item was considered at the 11/4/2021 Planning Commission meeting. Staff recommended approval subject to 30 conditions. There was one (1) public comment with concerns over traffic on Rock Mill Road. After discussion, Planning Commission recommended approval subject to staff's recommended conditions and accepting some of the applicant's requested changes (**Planning Commission changes shown in RED above**). Vote 6-0
 - The submitted request, if approved, would allow for the development of 90 'For-Sale' single-family detached lots on 13.98 acres with a proposed density of 6.44 dwelling units per acre.

A master plan amendment is requested to amend the KB/400 Partners Master Plan Pod A to add 'Dwelling, 'For-Sale' Detached' to the list of permitted uses. The applicant requests a rezoning of the property from O-I (Office-Institutional) and Special Use (SU) to R-8A/D (Dwelling, 'For-Sale', Attached/Detached Residential), as well as a change to the Comprehensive Land Use Plan designation from 'Corporate Office' and 'Public, Institutional, Education' to 'High Density Residential'. Variances are requested to modify North Point Overlay site design and streetscape standards, reduce setbacks and lot widths, eliminate block requirements with stub-out streets and vehicular cross-access, eliminate minimum driveway spacing and allow a stream buffer encroachment for new entry road off Rock Mill Road.

- The undeveloped, wooded property is zoned O-I and is subject to the KB400 Master Plan Pod A. Surrounding properties are zoned O-I, except the property to the south is zoned SU (Special Use). Non-residential uses surround the property, including Verizon to the north, Royal 400 South office park to the east, North Point Park office condominiums to the west, the former Wells Fargo Bank to the southwest and New Prospect Elementary School to the south.
- The KB400 Master Plan was approved in 1999 and allows 252,200 square feet of office and accessory retail in Pod A. The KB400 Master Plan was approved in 1999 and allows 252,200 square feet of office and accessory retail in Pod A.
- The submitted site plan depicts a 90-lot single-family detached subdivision with access from a new driveway off Rock Mill Road. All lots are internally oriented within the development, including perimeter buffers along North Point Parkway and Kimball Bridge Road.
- Typical home footprint of 22' x 38' and the average lot size is approximately 2,025 square feet. Lots 1-48 are depicted to be front entry and Lots 49-90 are rear entry. New internal streets and alleys will be private.
- Each home is proposed accommodate two (2) side-by-side parking spaces in a garage, as well as two (2) spaces in the code-compliant driveway, for a total of 360 parking spaces. An additional 25 guest parking spaces are interspersed throughout the development.
- The North Point Overlay requires a minimum five percent (5%) amenity space and ten percent (10%) civic space, or a total of 2.1 acres of open space. The site plan depicts 6.53 acres, or 47%, of the property as open space. Civic space is depicted at the corner of North Point Parkway and Kimball Bridge Road, which will include the applicant's proposed Empire North Point EcoDistrict Monument Concept. Two (2) pocket parks, approximately 16,000 square feet each, are depicted at the center of the development with homes fronting on the amenity space. A clubhouse and pool are proposed at the entrance to the community and adjacent to a landscaped park with boardwalk/overlook with seating. The landscaped park with boardwalk is proposed within the area of the site designated as floodplain.
- A stormwater management and flood recompense area is depicted adjacent to North Point Parkway and the stream, outside of the required stream buffers.
- Renderings were provided depicting 3-story homes with a brick 1st floor and board and batten on the 2nd and 3rd floors. Architectural details and materials are provided on all four (4) sides of the homes.
- The applicant's proposal would generate 321 fewer trips in the AM Peak Hour and 264 fewer trips in the PM Peak Hour.
- According to the applicant's letter of intent, the development proposes eleven (11) EcoDistrict points.

- Based on the total figure for all three school levels, it can be assumed that the proposed development could house approximately 15 – 78 school age children. Numbers provided by Fulton County Schools show that all schools have capacity.
- The CZIM was held on September 8, 2021. There were several public comments and questions with concerns over impacts to the stream, look of the development, price point, whether a cut-through is planned adjacent to New Prospect, schools and traffic impacts, high density, safety issues for children, what is the bike repair shop, meaning of civic space, targeted buyer, Kimball Farms HOA notification, medium or high density, other developments proposed that could impact school enrollment, increased flooding issues in Kimball Farms, gathering areas indoor or outdoor, gathering areas subject to noise ordinance, use the gathering spaces by churches, and identify who is allowed in civic space.
- Staff has reviewed the applicant's proposal and finds that it can generally support the request for master plan amendment, comprehensive land use plan amendment, rezoning and variances. The property is located in the North Point Overlay where walkability, mix of uses, site design and EcoDistrict measures are key components to a successful development. The proposal to allow residential use would add to the mix of uses in the North Point area, bringing people closer to where they work and shop. Additionally, residential use would produce significantly fewer vehicular trips on the surrounding roadway network. The variance requests can be supported, given the unusual shape of the property, multiple road frontages, and presence of a perennial stream and floodplain. In addition, the applicant provided a site plan demonstrating that 111 townhome units could be developed on the property representing an increase of 21 units above the single-family detached plan. If approved, it is recommended that landscape buffers be provided along North Point Parkway and Kimball Bridge Road and tree grates or tree wells are used to accommodate street trees along North Point Parkway.
- The applicant, Kathy Zickert, 130 Peachtree Street NE, Promenade, Suite 3100, Atlanta, GA 30326, came forward to speak on behalf of this application.

Public Comment:

- There were no public comments.
- ❖ Mayor Pro Tem Mitchell offered a motion to approve CLUP-21-04 / MP-21-07 / Z-21-09 / V-21-23 KB/400 Partners Empire Communities, subject to the following conditions:
 1. The 13.98-acre property shall be zoned 'R-8A/D' and shall be developed substantially as depicted on the plan prepared by PEC, revised 10/26/21, except for modifications required to comply with these conditions. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning. Current flood plain information shall be required for LDP and may impact lot yield. Provided the site plan remains substantially the same, the lots may be bigger than shown on that plan.
 2. The Comprehensive Land Use Plan designation of the property shall be 'High Density Residential'.
 3. 'Dwelling, 'For-Sale' Detached' shall be listed as a permitted use in the KB/400 Partners Master Plan Pod A, with a maximum density of 6.44 dwelling units per acre.
 4. Minimum lot width shall be 30'.
 5. Building setbacks and building separation shall be as depicted on the site plan prepared by PEC, revised 10/26/21.
 6. Architecture and materials shall be developed substantially similar to the submitted

renderings prepared by Troy King, labeled Exhibit A, subject to final approval by Staff.

7. EcoDistrict measures shall be substantially similar to the description the applicant's letter of intent, dated 7/30/21. Developer shall provide detailed information at LDP and building permit regarding compliance with each requested EcoDistrict measure. EcoDistrict points to be confirmed by Staff.
8. Minimum 3,300 square foot civic space shall be developed at the corner of North Point Parkway and Kimball Bridge Road, including decorative hardscape, landscape, and Empire North Point EcoDistrict Monument Concept, with final approval by the Cultural Arts Commission. Hardscape, landscape and monument shall be maintained by the HOA.
9. Minimum 6.53 acres of open space shall be reserved and improved substantially as depicted on the plan prepared by PEC, revised 10/26/21. Permanent easements shall be dedicated to the City for public access over required civic space. The HOA shall be responsible for maintenance of all open space.
10. Stormwater management facility shall have a natural appearance, as approved by Staff. Green stormwater design techniques shall be employed to address run-off reduction, as approved by Staff. Stormwater management facilities shall be located on a separate lot under the ownership and maintenance responsibility of the HOA.
11. Privacy fences and unpainted or unstained wood decks shall not be visible from the public right-of-way.
12. Pedestrian access to Kimball Bridge Road sidewalk shall be unrestricted.
13. Emergency vehicle access only shall be gated and improved with pervious pavers, or similar product, as approved by Staff.
14. Homes shall have connectivity to the public sidewalk system.
15. New internal streets shall include a 4' planter and 5' sidewalk on one side of the street (not including alleys), as approved by Staff. Decorative pedestrian lighting shall be required throughout the development. Internal streets shall be private and maintained by the HOA.
16. Developer shall improve North Point Parkway streetscape with a 3' planter, 8' sidewalk and street trees and landscape material alternating on both sides of the sidewalk, as approved by Staff. Tree grates, tree wells, or alternative option shall be used to accommodate minimum 4' planting space for required street trees in the planter, as approved by Staff. Streetscape shall include decorative pedestrian lighting.
17. Developer shall improve Kimball Bridge Road streetscape with street trees (if not installed by the City with the Kimball Bridge Rd improvements) and landscape material alternating on both sides of the sidewalk, as approved by Staff. Streetscape shall include decorative pedestrian lighting.
18. Minimum 20' landscaped buffer shall be required along Kimball Bridge Road and minimum 30' landscaped buffer shall be required along North Point Parkway. Existing trees shall be preserved, where possible, within the buffers and the remaining areas planted to buffer standards. Landscape buffers shall be enhanced similar to Kimball Bridge Walk buffer, as approved by Staff. Landscape buffers shall be shown on the final plat with maintenance responsibility assigned to the HOA. Landscape buffers shall be detailed in the HOA declarations and covenants.

19. Minimum 10' landscape strip shall be required along both sides of new internal streets, not including alleys. Landscape strips and buffers shall be exclusive of utilities and easements, except that if Fulton County requires an unencumbered easement shrubs shall replace tree requirements on one side of the street.
20. Pedestrian amenities including pathways, lighting, and benches should be included throughout the development and amenity areas.
21. Required frontage improvements along Kimball Bridge Road and North Point Parkway shall include elements of the proposed City improvements. Impact fee credits shall be available for work beyond the site boundaries, for dedication of right-of-way and release of access rights to North Point Pkwy and Kimball Bridge Rd.
22. Developer shall construct the depicted Rock Mill Road access driveway, to City roadway standards. All costs of construction shall be the responsibility of the developer. Developer shall install 5' sidewalks and a 2' planter on both sides of the access road. Tree recompense shall not be required for development activities associated with the construction of the access driveway. This access drive may encroach into the 150' stream buffer.
23. Developer shall dedicate a permanent public access easement over the area depicted as civic space on the site plan prepared by PEC, revised 10/26/21, as approved by Staff.
24. Remove exotic and invasive trees and shrubs within stream buffer, as approved by Staff. Replant the stream buffer, where sparse, to buffer standards with native trees, shrubs and groundcover. Plantings shall be 80% evergreen and 20% deciduous. Recompense tree planting may be used towards the stream buffer replanting.
25. Subject to design of the final stormwater management plan, which may result in some tree removal, the tree line and trees depicted in the civic space area to the west of the new project driveway shall be saved, except that trees shown to be impacted by the new driveway may be removed. Should stormwater management require removal of some of these trees, the tree recompense shall be provided per Code, as approved by Staff.
26. Site plan shall comply with IFC Appendix D, as determined by the Fire Marshal.
27. No more than 10% of the residential units shall be permitted to be rented, as recorded in the HOA's declarations and covenants.

Conditions requested by the Applicant as the result of citizen comments:

28. In an effort to reduce stormwater runoff rates leaving the site at the study point, the stormwater hydrology model for the site will be completed using the following methodology:
 - a. Reduce the stormwater runoff rates in the proposed development condition at the site study point by the following parameters:
 - i. 2-year storm reduced to 1 year storm flow rate
 - ii. 5-year storm reduced to 2-year storm flow rate
 - iii. 10-year storm reduced to 5-year storm flow rate
 - iv. 25-year storm reduced to 10-year storm flow rate
 - v. 50-year storm reduced to 25-year storm flow rate

vi. 100-year storm reduced to 50-year storm flow rate

29. At the option of the developer or land owner, if a land disturbance permit is not applied for within 24 months of Council approval of the rezoning, the zoning of the property shall revert to the original zoning subject to the original KB/400 Partners Pod A development standards.

- Council Member Merkel seconded the motion.
- Mayor Pro Tem Mitchell offered a clarification to Condition #8 of the original motion.
- Council Member Merkel accepted the clarification.
- The motion was approved 4-2; with Mayor Gilvin and Council Member Hipes in opposition.
 - There was discussion during the motion about the concern of reducing the lot size and members of Council thanked City Staff and the applicant for their effort in adapting this project from previous proposals.

D. Z-21-08 / CU-21-11 Mayfair on Main / 217 South Main Street

Consideration of a rezoning from C-2 (General Commercial) to DT-MU (Downtown Mixed-Use) and a conditional use to increase the density above 10 dwelling units per acre to allow for the construction of 13 'For-Sale' single-family detached homes and 11 'For-Sale' townhome units in the Downtown. The property is located at 217 South Main Street and is legally described as being located in Land Lot 694, 2nd District, 2nd Section, Fulton County, Georgia.

- Director of Community Development and Economic Development, Kathi Cook, came forward to present this item.
- Staff is recommending that Mayor and Council approve Z-21-08 / CU-21-11 Mayfair on Main / 217 South Main Street, subject to the following conditions:
 1. Approximately 2.3 acres shall be zoned DT-MU and developed substantially similar to site plan prepared by Paradigm, dated 10/13/2021, except for modifications required to comply with the conditions below. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.
 2. Architecture and materials shall be developed substantially similar to the submitted renderings for both the single-family detached homes and townhomes, except for modifications required to comply with the Downtown Consultant's comments and in compliance with the Alpharetta Downtown Code, subject to final approval by DRB. Single-family homes and townhomes shall have 4-sided architecture, materials and details. Buildings fronting South Main Street, Devore Road and Roswell Street shall be primarily brick with cast stone or limestone base.
 3. Density shall not exceed 10.43 dwelling units per acre and shall be limited to ~~13~~ 24 single-family detached homes ~~and 11 and/or attached~~ townhome units, ~~as depicted on the site plan prepared by Paradigm, dated 10/13/2021 with all single-family detached fronting either Devore Road of South Main Street, as approved by Staff.~~
 4. Building height shall be limited to no more than 3 stories with rooftop deck and no more than 44', as depicted on the submitted renderings.
 5. Lots shall have a front yard defined by a courtyard, as depicted in the submitted renderings. Courtyards can encroach into the landscape strips, as depicted on the site plan prepared by Paradigm, dated 10/13/2021, subject to meeting the minimum

landscape material requirements, as approved by Staff. Sizing and impervious area to be coordinated with Staff.

6. Developer shall dedicate 10' of right-of-way along Roswell Street and shall improve the streetscape as follows: minimum ~~6'~~ 4' planter planted with street trees, 8' concrete sidewalk, and decorative pedestrian lighting, with final approval by Staff. In lieu of tree grates, the soil area around street trees shall be planted with evergreen ornamental grasses, groundcovers and/or shrubs.
 7. Developer shall improve the Devore Road streetscape as follows: minimum 4' planter planted with street trees, 8' concrete sidewalk (Alpha Loop), and decorative pedestrian lighting, with final approval by Staff. In lieu of tree grates, the soil area around street trees shall be planted with evergreen ornamental grasses, groundcovers and/or shrubs. Alpha Loop improvements constructed by the developer in excess of Downtown sidewalk requirements shall be eligible for impact fee credits, as approved by Staff.
 8. New internal street shall be constructed as depicted on the site plan prepared by Paradigm, dated 10/13/2021, with final approval by Staff.
 9. Landscape strips along South Main Street, Devore Road and Roswell Street shall be planted with shade trees as a continuation of what has been planted or designed in the Downtown and outside of utility easements and overhead utilities, as approved by Staff.
 10. Project entrance shall include a decorative paver apron, landscaping and low wall.
 11. Amenity areas shall be developed with a park-like setting with decorative landscape, hardscape, low walls and seating. Landscape shall include plant selections promoting the historic Downtown.
 12. Creeping vines shall be planted to cover retaining and low walls, as approved by Staff.
 13. Developer shall save tree #902 – 37" Water Oak and hardwood tree grouping directly north of central amenity area and shall make reasonable efforts to save additional trees of quality and/or tree groupings, as approved by Staff.
 14. 5' landscape strips along the north and south property lines shall be planted with evergreens.
 15. Fences and walls visible from the public right-of-way shall be decorative, as approved by Staff. Unfinished wood fences and decks shall not be visible from the street.
 16. HVAC and similar equipment shall not be visible from the adjacent public right-of-way or Devore/Highway 9 intersection, as approved by Staff.
 17. Fire access shall meet IFC 2018 Appendix D and Fire Hydrants.
 18. Stormwater management facilities shall be provided on an independent lot and shall not impede access to homes, with final approval by Staff.
 19. Garbage pickup shall be from within the development.
 20. No more than 10% of the residential units shall be permitted to be rented, as recorded in the HOA's declarations and covenants.
- This item was considered at the 11/4/2021 Planning Commission meeting. Staff recommended approval subject to 20 conditions. There were no public comments. After discussion, Planning Commission recommended approval subject to staff's recommended

conditions and accepting some of the applicant's requested changes (Planning Commission changes shown in RED above). Vote 6-0.

- The submitted request, if approved, would allow for the construction of thirteen (13) 'For-Sale' single-family detached homes and eleven (11) 'For-Sale' townhomes on 2.3 acres in the Downtown. The applicant proposes a rezoning from C-2 (General Commercial) to DT-MU (Downtown Mixed-Use) and a conditional use to increase the residential density above ten (10) dwelling units per acre to 10.43 dwelling units per acre. The subject property is located at 217 South Main Street at the northwest corner of the new intersection at South Main Street and Devore Road. The submitted request, if approved, would allow for the construction of thirteen (13) 'For-Sale' single-family detached homes and eleven (11) 'For-Sale' townhomes on 2.3 acres in the Downtown. The applicant proposes a rezoning from C-2 (General Commercial) to DT-MU (Downtown Mixed-Use) and a conditional use to increase the residential density above ten (10) dwelling units per acre to 10.43 dwelling units per acre. The subject property is located at 217 South Main Street at the northwest corner of the new intersection at South Main Street and Devore Road.
- The properties were previously developed and used for a strip shopping center and a dance school. Surrounding properties are zoned C-2 to the north, west and south and DT-MU to the east. Dairy Queen and a professional office are located to the north, The Maxwell mixed-use development is located to the east, the new Devore Road right-of-way will be located to the south and two (2) flex office buildings are located to the west. The Comprehensive Land Use Plan designation of the property is 'Mixed Use', which allows the proposed townhomes.
- The applicant's proposed density of 10.43 dwelling units per acre is on the high end of densities approved in the Downtown since the approval of the Downtown Master Plan, but similar to the density approved at The Maxwell (10.7 dwelling units per acre). Other examples of densities approved in the Downtown include Alpharetta Lofts, which has a density of 28.8 dwelling units per acre and Teasley Place at sixteen (16) dwelling units per acre.
- The submitted site plan depicts 24, three (3) story dwelling units, of which thirteen (13) are 'For-Sale' single-family detached homes and eleven (11) townhomes in three (3) buildings. All single-family detached lots meet the 2,500 square foot minimum lot size and all townhome units are nearly double the 900 square foot minimum lot size. Access to the development is from Roswell Street by way of a new private street providing access to private alleys. Ten-foot (10') setbacks are provided along Roswell Street and Devore Road and a fifteen-feet (15') setback is provided along South Main Street. A ten-foot (10') sidewalk is depicted along South Main Street and an eight-foot (8') sidewalk is depicted on Roswell Street. It appears that a five-foot (5') sidewalk is depicted along Devore Road. Minimum building setbacks are consistent with the DT-MU development standards.
- The site plan depicts 38,730 square feet, or 41% amenity space within the proposed development, which includes a central amenity area near the guest parking area. Therefore, a minimum 10.43% amenity space is required for the proposed development.
- According to the City's Downtown Consultant, the submitted renderings reflect the Neoclassical architectural style, which is approved for use in the Downtown. The Downtown Consultant reviewed the renderings and had the following comments:
 - Base material should be cast stone or limestone.
 - No glass railings on rooftop deck. Use traditional guardrail detail.
 - Window surround at 3rd floor should match the window surround shown at 2nd floor.
 - Use correct brick mould detail with correct masonry jack arch detail.

- For courtyards, use masonry piers at corners with inset masonry walls between.
- At front entry, provide engaged partial column or pilaster.
- Use proper entablature detailing, scale, and proportion. Locate column properly so that column shafts align with face of frieze above. Use proper Classical column design.
- Renderings do not depict the rear elevation. 4-sided architecture, materials and details is recommended.
- The applicant provided a trip generation report, which estimates that the proposed 24-lot single-family detached subdivision would generate 18 AM Peak Hour trips and 24 PM Peak Hour trips.
- Based on the total figure for all three school levels, it can be assumed that the proposed development could house approximately 0 – 14 school age children.
- CZIM was held on August 11, 2021. There were no public comments.
- Staff has reviewed the applicant's proposal and finds that the request for rezoning and conditional use do not conflict with the established review criteria. The zoning proposal is consistent with the vision of the Downtown Master Plan and comprehensive land use plan designation of the property. The proposed density is similar, but below the maximum density approved on South Main Street. Based on Staff feedback, the applicant revised their original request which was for 24 townhome units on 1.82 acres with a density of 13.2 dwelling units per acre and no tree save.
- The applicant, Jason Joseph (26 Milton Avenue, Alpharetta, GA 30009), came forward to speak on behalf of this application.

Public Comment:

- There were no public comments.
- ❖ Mayor Pro Tem Mitchell offered a motion to approve Z-21-08 / CU-21-11 Mayfair on Main / 217 South Main Street, subject to the following conditions:
 1. Approximately 2.3 acres shall be zoned DT-MU and developed substantially similar to site plan prepared by Paradigm, dated 10/13/2021, except for modifications required to comply with the conditions below. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.
 2. Architecture and materials shall be developed substantially similar to the submitted renderings for both the single-family detached homes and townhomes, except for modifications required to comply with the Downtown Consultant's comments and in compliance with the Alpharetta Downtown Code, subject to final approval by DRB. Single-family homes and townhomes shall have 4-sided architecture, materials and details. Buildings fronting South Main Street, Devore Road and Roswell Street shall be primarily brick with cast stone or limestone base.
 3. Density shall not exceed 10.43 dwelling units per acre and shall be limited to 13 single-family detached homes and 11 townhome units, as depicted on the site plan prepared by Paradigm, dated 10/13/2021.
 4. Building height shall be limited to no more than 3 stories with rooftop deck and no more than 44', as depicted on the submitted renderings.
 5. Lots shall have a front yard defined by a courtyard, as depicted in the submitted renderings. Courtyards can encroach into the landscape strips, as depicted on the site plan

prepared by Paradigm, dated 10/13/2021, subject to meeting the minimum landscape material requirements, as approved by Staff. Sizing and impervious area to be coordinated with Staff.

6. Developer shall dedicate 10' of right-of-way along Roswell Street and shall improve the streetscape as follows: minimum 6' planter planted with street trees, 8' concrete sidewalk, and decorative pedestrian lighting, with final approval by Staff. In lieu of tree grates, the soil area around street trees shall be planted with evergreen ornamental grasses, groundcovers and/or shrubs.
 7. Developer shall improve the Devore Road streetscape as follows: minimum 4' planter planted with street trees, 8' concrete sidewalk (Alpha Loop), and decorative pedestrian lighting, with final approval by Staff. In lieu of tree grates, the soil area around street trees shall be planted with evergreen ornamental grasses, groundcovers and/or shrubs. Alpha Loop improvements constructed by the developer in excess of Downtown sidewalk requirements shall be eligible for impact fee credits, as approved by Staff.
 8. New internal street shall be constructed as depicted on the site plan prepared by Paradigm, dated 10/13/2021, with final approval by Staff.
 9. Landscape strips along South Main Street, Devore Road and Roswell Street shall be planted with shade trees as a continuation of what has been planted or designed in the Downtown and outside of utility easements and overhead utilities, as approved by Staff.
 10. Project entrance shall include a decorative paver apron, landscaping and low wall.
 11. Amenity areas shall be developed with a park-like setting with decorative landscape, hardscape, low walls and seating. Landscape shall include plant selections promoting the historic Downtown.
 12. Creeping vines shall be planted to cover retaining and low walls, as approved by Staff.
 13. Developer shall save tree #902 – 37" Water Oak and hardwood tree grouping directly north of central amenity area and shall make reasonable efforts to save additional trees of quality and/or tree groupings, as approved by Staff.
 14. 5' landscape strips along the north and south property lines shall be planted with evergreens.
 15. Fences and walls visible from the public right-of-way shall be decorative, as approved by Staff. Unfinished wood fences and decks shall not be visible from the street.
 16. HVAC and similar equipment shall not be visible from the public right-of-way.
 17. Fire access shall meet IFC 2018 Appendix D and Fire Hydrants.
 18. Stormwater management facilities shall be provided on an independent lot and shall not impede access to homes, with final approval by Staff.
 19. Garbage pickup shall be from within the development.
 20. No more than 10% of the residential units shall be permitted to be rented, as recorded in the HOA's declarations and covenants.
- Council Member Merkel seconded the motion.
 - The motion was approved unanimously (6-0).
 - Mayor Gilvin called for a brief recess at 9:05 p.m.
 - Mayor Gilvin reconvened the meeting at 9:13 p.m.

E. MP-21-09/CLUP-21-05/V-21-25 Cousins Westside Pod A/Empire Communities

Consideration of a comprehensive land use plan amendment, master plan amendment and variances to allow 58 'For-Sale' townhomes on 7.35 acres. A comprehensive land use plan amendment is requested from 'Business, Manufacturing, Warehousing, Light Industrial' to 'High Density Residential' and a master plan amendment is requested to add 'Dwelling, 'For-Sale', Attached' as a permitted use in Pod A of the Cousins Westside Master Plan. Variances are requested to modify North Point Overlay site design and streetscape standards, amend block requirements, and eliminate landscape strip requirements along the new internal street. The property is located at 3000 Hembree Road and is legally described as being located in Land Lot 691, 1st District, 2nd Section, Fulton County, Georgia.

- Planning + Development Services Manager, Michael Woodman, came forward to present this item.
- Staff is recommending that Mayor and Council approve MP-21-09/CLUP-21-05/V-21-25 Cousins Westside Pod A/Empire Communities, subject to the following conditions:
 1. The property shall be developed substantially as depicted on the plan prepared by PEC, revised 10/11/21, except for modifications required to comply with these conditions. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning. Current stream buffers and flood plain information shall be required for LDP and may impact lot yield.
 2. The Comprehensive Land Use Plan designation of the property shall be 'High Density Residential'.
 3. Dwelling, 'For-Sale' Attached' shall be listed as a permitted use in the Cousins Westside Master Plan Pod A, with a maximum density of 7.89 dwelling units per acre.
 4. Hembree Road shall have a maximum building setback of 50' and Morrison Parkway shall have a maximum building setback of ~~70'~~ 100'.
 5. Architecture and materials shall be developed substantially similar to the submitted renderings prepared by Troy King, labeled Exhibit A, subject to final approval by Staff. Townhome side elevations facing Hembree Road shall have a minimum 4' deep porch and other details depicted on the submitted renderings, as approved by Staff.
 6. EcoDistrict measures shall be substantially similar to the description in the applicant's letter of intent, dated 9/1/21. Developer shall provide detailed information at LDP and building permit regarding compliance with each requested EcoDistrict measure. EcoDistrict points to be confirmed by Staff.
 7. Minimum 5,000 square foot civic space shall be developed at the corner of Morrison Parkway and Hembree Road, including decorative hardscape, landscape, and Empire North Point EcoDistrict Monument Concept, with final approval by Cultural Arts Commission. Hardscape, landscape and monument shall be maintained by the HOA.
 8. Minimum 2.86 acres of open space shall be reserved and improved substantially as depicted on the plan prepared by PEC, revised 10/11/21, except that Bark Park shall be amenity space and corner of Hembree Road and Morrison Parkway shall be civic space (see condition #7 above). A permanent easement shall be dedicated to the City for public access over required civic space. The HOA shall be responsible for maintenance of all open space.

9. Stormwater management facility depicted in an amenity area shall have a natural appearance, as approved by Staff. ~~Smart Green~~ stormwater design techniques shall be employed to address run-off reduction, as approved by Staff.
10. Privacy fences and ~~unfinished unpainted or unstained~~ wood decks shall not be visible from the public right-of-way.
11. Townhomes shall have connectivity to the public sidewalk system. Sidewalk connection shall be required between Hembree Road and new internal street through the project entrance.
12. Units 1-4 shall have a minimum 18' long driveway, not including the required sidewalk. All units shall have minimum 18' long driveways.
13. New internal street shall be improved with 9' travel lanes, 8' parallel parking on one side of street, minimum 4' planter and minimum 5' sidewalk on one side of the street (not including alleys) and 10' landscape strips on both sides of the street, as approved by Staff. Decorative pedestrian lighting shall be required throughout the development. Internal streets shall be private and maintained by the HOA.
14. Alleys and driveways adjacent to Hembree Road shall be heavily screened with a decorative wall and/or decorative screening landscape material, as approved by Staff.
15. Where appropriate, 5' side and rear setbacks along the north and east property lines and around the City-owned parcel shall include the required 5' landscape strip, with final approval by Staff.
16. Minimum 50' natural buffer, including saving specimen trees, trees of quality and tree groupings, shall be maintained along the north property line, as approved by Staff. Buffer shall be enhanced with both decorative and screening landscape material. If due to cross-jurisdictional demands or because of construction of the trail crossing the buffer is disturbed, it will be replanted to buffer standards.
17. Minimum 6' pervious trail shall be constructed through the natural buffer and civic space as depicted on the plan prepared by PEC, revised 10/11/21. Elevated trail sections shall be provided through the wetlands and stream crossing, final approval by Staff. Trail improvements shall include lighting and benches, as approved by Staff. Developer shall dedicate a permanent public access easement over the trail, as approved by Staff. Trail shall be maintained by the HOA.
- ~~18. Developer shall dedicate any necessary right-of-way along Hembree Road and Morrison Parkway to accommodate streetscape improvements and future roadway improvements.~~
19. Developer shall provide a center left-turn lane on Hembree Road at the project entrance, as approved by Staff.
20. Project entrance shall have a divided median planted with decorative landscaping, as approved by Staff.
21. Remove exotic and invasive trees and shrubs within stream buffer on the Empire property, as approved by Staff. Replant the stream buffer, where sparse, to buffer standards with native trees, shrubs and groundcover. Plantings shall be 80% evergreen and 20% deciduous. Recompense tree planting may be used towards the stream buffer replanting.
22. Elevation certificates shall be required for townhomes adjacent to floodplain.
23. Stormwater pond ~~dam wall~~ shall not be within the sanitary sewer easement and sewer pipe shall not encroach into the pond ~~dam wall~~.

24. The following specimen trees shall be saved: #383 – 32" Sweetgum, #386 – 38" Southern Red Oak, #387 – 8" Dogwood, #388 – 30" Pine, #392 – 30" Pine.

25. No more than 10% of the residential units shall be permitted to be rented, as recorded in the HOA's declarations and covenants.

- This item was considered at the 11/4/2021 Planning Commission meeting. Staff recommended approval subject to 25 conditions. There were no public comments. After discussion, Planning Commission recommended approval subject to staff's recommended conditions and accepting some of the applicant's requested changes (**Planning Commission changes shown in RED above**). Vote 6-0.
- The submitted request, if approved, would allow for the development of 58 'For-Sale' townhome units on 7.35 acres with a proposed density of 7.89 dwelling units per acre. The property is zoned CUP (Community Unit Plan) and is subject to the Cousins Westside Master Plan Pod A, which allows office and neighborhood commercial uses. A master plan amendment, comprehensive land use plan amendment and variances are requested to allow the proposed development. The subject property is located at 3000 Hembree Road, at the northeast corner of Hembree Road and Morrison Parkway.
- The undeveloped property has an unusual shape and surrounds a city-owned property that was used for a wetland mitigation bank and is primarily floodplain. A portion of the property was previously cleared and graded in conjunction with a project known as Nexgen Westside, which was never developed. Surrounding properties are zoned CUP and L-I (Light-Industrial) to the west, CUP to the south, O-I (Office-Institutional) to the east and City of Roswell to the north. Non-residential uses surround the property, including the Shell gas station, U-Haul rental and undeveloped commercial property to the west, FedEx Shipping Center to the east, and North Point Center Research Park to the south. The comprehensive land use plan designation of the property is 'Business, Manufacturing, Warehousing, Light Industrial', of which the applicant proposes an amendment to 'High Density Residential'.
- The submitted site plan depicts a 58-unit 'For-Sale' townhome development with access from Hembree Road. Townhomes are internally oriented within the development, with side elevations facing Hembree Road and one (1) townhome building facing Morrison Parkway.
- Each townhome will accommodate two (2) side-by-side parking spaces in a garage, as well as two (2) spaces in the code-compliant 18' driveway, for a total of 232 parking spaces. Eight (8) guest parking spaces are provided throughout the development.
- The North Point Overlay requires a minimum five percent (5%) amenity space and ten percent (10%) civic space, or a total of 1.1 acres of open space. The site plan depicts 2.86 acres, or 39%, of the property as open space.
- A stormwater management facility is depicted to be internal to the site and behind Units 34-46, which is adjacent to the City's property.
- According to the applicant's letter of intent, the development proposes eleven (11) EcoDistrict points.
- The applicant provided a trip generation tabulation, as depicted below, which shows that the proposed townhomes would generate 26 AM Peak Hour trips and 30 PM Peak Hour trips.
- Based on the total figure for all three school levels, it can be assumed that the proposed development could house approximately 0 – 33 school age children.
- The CZIM was held on October 13, 2021. There were no public comments.

- Staff has reviewed the applicant's proposal and finds that it can generally support the request for master plan amendment, comprehensive land use plan amendment and variances. The property is located in the North Point Overlay where walkability, mix of uses, site design and EcoDistrict measures are key components to a successful development. The proposal to allow residential use would add to the mix of uses in the North Point area, bringing people closer to where they work and shop. Additionally, the proposed residential use would produce significantly fewer vehicular trips on the surrounding roadway network. The variance requests can be generally supported given the unusual shape of the property, being a corner lot and the presence of stream buffers and floodplain. If approved, conditions are recommended requiring new internal streetscape improvements as identified in the applicable Staff condition, as well as a 70' maximum building setback on Morrison Parkway.
- The applicant, Kathy Zickert, 130 Peachtree Street NE, Promenade, Suite 3100, Atlanta, GA 30326, came forward to speak on behalf of this application.

Public Comment:

- There were no public comments.
- ❖ Council Member Merkel offered a motion to approve MP-21-09 / CLUP-21-05 / V-21-25 Cousins Westside Pod A / Empire Communities, subject to the following conditions:
 1. The property shall be developed substantially as depicted on the plan prepared by PEC, revised 10/11/21, except for modifications required to comply with these conditions. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning. Current stream buffers and flood plain information shall be required for LDP and may impact lot yield.
 2. The Comprehensive Land Use Plan designation of the property shall be 'High Density Residential'.
 3. Dwelling, 'For-Sale' Attached' shall be listed as a permitted use in the Cousins Westside Master Plan Pod A, with a maximum density of 7.89 dwelling units per acre.
 4. Hembree Road shall have a maximum building setback of 50' and Morrison Parkway shall have a maximum building setback of 100'.
 5. Architecture and materials shall be developed substantially similar to the submitted renderings prepared by Troy King, labeled Exhibit A, subject to final approval by Staff. Townhome side elevations facing Hembree Road shall have a minimum 4' deep porch and other details depicted on the submitted renderings, as approved by Staff.
 6. EcoDistrict measures shall be substantially similar to the description in the applicant's letter of intent, dated 9/1/21. Developer shall provide detailed information at LDP and building permit regarding compliance with each requested EcoDistrict measure. EcoDistrict points to be confirmed by Staff.
 7. Minimum 5,000 square foot civic space shall be developed at the corner of Morrison Parkway and Hembree Road, including decorative hardscape, landscape, and Empire North Point EcoDistrict Monument Concept, with final approval by Cultural Arts Commission. Hardscape, landscape and monument shall be maintained by the HOA.
 8. Minimum 2.86 acres of open space shall be reserved and improved substantially as depicted on the plan prepared by PEC, revised 10/11/21, except that Bark Park shall be amenity space and corner of Hembree Road and Morrison Parkway shall be civic space (see condition #7 above). A permanent easement shall be dedicated to the City for public

access over required civic space. The HOA shall be responsible for maintenance of all open space.

9. Stormwater management facility depicted in an amenity area shall have a natural appearance, as approved by Staff. Green stormwater design techniques shall be employed to address run-off reduction, as approved by Staff.
10. Privacy fences and unpainted or unstained wood decks shall not be visible from the public right-of-way.
11. Townhomes shall have connectivity to the public sidewalk system. Sidewalk connection shall be required between Hembree Road and new internal street through the project entrance.
12. Units 1-4 shall have a minimum 18' long driveway, not including the required sidewalk. All units shall have minimum 18' long driveways.
13. New internal street shall be improved with 9' travel lanes, 8' parallel parking on one side of street, minimum 4' planter and minimum 5' sidewalk on one side of the street (not including alleys) and 10' landscape strips on both sides of the street, as approved by Staff. Decorative pedestrian lighting shall be required throughout the development. Internal streets shall be private and maintained by the HOA, or add additional head-in parking to gain a minimum of 6 spaces.
14. Alleys and driveways adjacent to Hembree Road shall be heavily screened with a decorative wall and/or decorative screening landscape material, as approved by Staff.
15. Where appropriate, 5' side and rear setbacks along the north and east property lines and around the City-owned parcel shall include the required 5' landscape strip, with final approval by Staff.
16. Minimum 50' natural buffer, including saving specimen trees, trees of quality and tree groupings, shall be maintained along the north property line, as approved by Staff. Buffer shall be enhanced with both decorative and screening landscape material. If due to cross-jurisdictional demands or because of construction of the trail crossing the buffer is disturbed, it will be replanted to buffer standards.
17. Minimum 6' pervious trail shall be constructed through the natural buffer and civic space as depicted on the plan prepared by PEC, revised 10/11/21. Elevated trail sections shall be provided through the wetlands and stream crossing, final approval by Staff. Trail improvements shall include lighting and benches, as approved by Staff. Developer shall dedicate a permanent public access easement over the trail, as approved by Staff. Trail shall be maintained by the HOA.
18. Developer shall provide a center left-turn lane on Hembree Road at the project entrance, as approved by Staff.
19. Project entrance shall have a divided median planted with decorative landscaping, as approved by Staff.
20. Elevation certificates shall be required for townhomes adjacent to floodplain.
21. Stormwater pond wall shall not be within the sanitary sewer easement and sewer pipe shall not encroach into the pond wall.
22. The following specimen trees shall be saved: #383 – 32" Sweetgum, #386 – 38" Southern Red Oak, #387 – 8" Dogwood, #388 – 30" Pine, #392 – 30" Pine.

23. No more than 10% of the residential units shall be permitted to be rented, as recorded in the HOA's declarations and covenants.

- Council Member Burnett seconded the motion.
- The motion was approved unanimously (6-0).

F. PH-21-18 The Code of the City of Alpharetta Text Amendments – Distance Requirements and Ancillary Tasting

Consideration of text amendments to the Code of Ordinances to add and amend regulations related to ancillary tasting license and to add a distance requirement between retail package sales establishments.

- Director of Community Development and Economic Development, Kathi Cook, came forward to present this item.
- This item was considered at the 11/4/2021 Planning Commission meeting. There were no public comments. After discussion, Planning Commission recommended approval. Vote 6-0.
- The proposed text amendment to Code of Ordinances Section 4-17 Distance requirements, is to prohibit a retail package store from being located within 2,000' of any other retail package store.
- The proposed text amendment to Code of Ordinances Section 4-1 Definitions, is to add a definition for Craft beer.
- The proposed text amendments to Code of Ordinances 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.
- There was discussion about the amount of ounces included in a flight, the definition of a craft brewery, and Sec.4-17(a)(3) distance requirements to remove the language "of a mortuary."
- City Attorney, Mike Stacy, read the ordinance aloud.

Public Comment:

- There were no public comments.
- ❖ Council Member Merkel offered a motion to approve PH-21-18 The Code of the City of Alpharetta Text Amendments – Distance Requirements and Ancillary Tasting.
 - Mayor Pro Tem Mitchell seconded the motion.
 - The motion was approved (5-1, with Council Member Burnett in opposition).

VII. NEW BUSINESS

A. Rucker Road Landscape Finalization – FY2022

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- Staff is recommending that Mayor and Council award Rucker Road Landscape Finalization to Soil Erosion & Education, LLC for an amount not to exceed \$191,212.65 for the purchase, installation, and watering of additional landscape along Rucker Road, and authorize the Mayor to execute all necessary documents.

- The City has approved a Single Source Designation to contract directly with SEEd in order to finish the remaining landscape work. This eliminates the need for a contract extension with CW Matthews and also reduces cost by eliminating their mark-up on the remaining work.
- The remaining work includes but is not limited to:
 - Restoration of landscape impacted along the frontage area of Hickory Ridge subdivision.
 - Installation of 27 trees/evergreens, 350 shrubs, and 3,800 groundcovers throughout various sections of the improved roadway where bed areas were added for the 2021 tree additions.
 - Watering and Warranty per City specifications.
 - Converting approximately 6,000 SF of undersized turf area to planting beds in order to reduce maintenance cost.

Public Comment:

- There were no public comments.
- ❖ Mayor Pro Tem Mitchell offered a motion to approve the award of Rucker Road Landscape Finalization to Soil Erosion & Education, LLC for an amount not to exceed \$191,212.65 for the purchase, installation, and watering of additional landscape along Rucker Road, and authorize the Mayor to execute all necessary documents.
 - Council Member Merkel seconded the motion.
 - The motion was approved (5-0-1, with Council Member Binder abstained, as his neighborhood was apart of this award).
 - There was discussion during the motion about thanking Will Eberly for his work on this project.

Traffic Signal Operations Program Coordination with GDOT

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- Staff is recommending that Mayor and Council approve the SigOps signal maintenance and data agreements for the Georgia Department of Transportation and their consultants to work collaboratively with the City of Alpharetta to maintain operations of various traffic signals throughout the City, and authorize the Mayor to execute all necessary documents.
- GDOT is initiating a new program called SigOps that is similar to the previous program, RTOP (Regional Traffic Operations Program). Through the SigOps program, signal timing and maintenance support will be provided by GDOT at no cost to the City. In order for the City to continue receiving this support, new contracts need to be executed.
- Director Sewczwicz explained that this is a five-year contract, and there could be future costs, but as of right now there is no money associated with this contract in order to move forward.

Public Comment:

- There were no public comments.
- ❖ Mayor Pro Tem Mitchell offered a motion to approve the SigOps signal maintenance and data agreements for the Georgia Department of Transportation and their consultants to work collaboratively with the City of Alpharetta to maintain operations of various traffic signals throughout the City, and authorize the Mayor to execute all necessary documents.

- Council Member Burnett seconded the motion.
- The motion was approved unanimously (6-0).

B. Recreation and Parks Fleet Replacement

- Director of Recreation, Parks, and Cultural Services, Morgan Rodgers, came forward to present this item.
- Staff is recommending that Mayor and Council award the purchase of three (3) 2022 Ford F150's under the State of Georgia Contract #(#99999-SPDES4019973-002) with Allan Vigil Ford in the amount of \$103,470.00 and authorize the Mayor to execute all necessary documents.
- As set forth in the adopted FY2022 Capital Budget, staff recommends the replacement of three (3) 2008 Ford F150 pickups that meet the replacement criteria for replacement: repair expenses, mileage and age (13 years).

Public Comment:

- There were no public comments.
- ❖ Council Member Merkel offered a motion to approve the award of the purchase of three (3) 2022 Ford F150's under the State of Georgia Contract #(#99999-SPDES4019973-002) with Allan Vigil Ford in the amount of \$103,470.00 and authorize the Mayor to execute all necessary documents.
 - Council Member Burnett seconded the motion.
 - The motion was approved unanimously (6-0).

C. An Ordinance to Amend Chapter 4 (Alcoholic Beverages) of the Code of the City of Alpharetta, Georgia – Co-Sponsored by Council Member Burnett and Council Member Hipes

- City Administrator, Bob Regus, came forward to present this item.
- City Administrator Regus shared that this change to the Alcohol Ordinance would allow a City Employee or Elected Official (other than employees in Community Development, Public Safety, the City Administrator, or the Assistant City Administrator) to have a financial interest in an alcohol license.
- City Attorney, Mike Stacy, read the ordinance aloud.

Public Comment:

- There were no public comments.
- ❖ Council Member Burnett offered a motion to approve an Ordinance to Amend Chapter 4 (Alcoholic Beverages) of the Code of the City of Alpharetta, Georgia.
 - Council Member Hipes seconded the motion.
 - The motion was approved unanimously (6-0).

VIII. WORKSHOP

IX. PUBLIC COMMENT

- A. There were no public comments.

X. REPORTS

- A. Council Member Merkel announced the following:

- Friday, December 3rd at 6:30 p.m. the new 60-foot Evans Family Christmas Tree will be lit for the first time in Town Green.
- Downtown Alpharetta will host its first annual Season of Celebration on the first three Fridays in December (December 3, December 10, and December 17). These events will include (snow flurries, selfies with Santa, sing-alongs, firepits, s'mores, food drive collections, family holiday photos).

XI. ADJOURNMENT TO EXECUTIVE SESSION

- ❖ Mayor Pro Tem Mitchell offered a motion to adjourn to executive session.
 - Council Member Merkel seconded the motion.
 - The motion was approved unanimously (6-0).
- Mayor Gilvin adjourned the meeting at 9:57 p.m.

Respectfully submitted,



Lauren Shapiro, City Clerk



City Council Meeting & Public Hearing

STAFF REPORT

Submitting Department: City Clerk

Submitted By: Lauren Shapiro

Sponsored By:

Meeting Date: November 29, 2021

I. AGENDA ITEM TITLE: PH-21-AB-27 MINIMUM DISTANCE REQUIREMENT WAIVER REQUEST FOR 241 SOUTH MAIN STREET

CONSIDERATION OF A VARIANCE FROM THE MINIMUM DISTANCE REQUIRED BETWEEN AN ESTABLISHMENT SEEKING AN ALCOHOLIC BEVERAGE LICENSE AND A SCHOOL.

II. RECOMMENDATION:

Staff is recommending that Council approve PH-21-AB-27 Minimum Distance Requirement Waiver Request for 241 South Main Street.

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:

The applicant, David Filipwicz, has applied for a variance from the alcoholic beverage license minimum distance requirements at 241 South Main Street, Alpharetta, Georgia 30009. The proposed concept of the establishment is a southern food restaurant that offers walk-up counter service, catering pickups, and deliveries. Mr. Filipwicz has owned the Smokejack BBQ restaurant in downtown Alpharetta since 2004. The COVID-19 pandemic has greatly increased the number of to-go orders as well as food delivery service orders, such as Grubhub, DoorDash, Uber Eats, etc. In order to take some of that burden from his downtown restaurant, he is seeking to open another location where these types of orders can be handled, in addition to a place where people can sit and eat on the premises.

In order to obtain an alcoholic beverage license from the City of Alpharetta the location has to meet the following distance requirements per City Code Section 4-17 which states:

(a) No person 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.

The applicant has submitted a certified distance survey which states that the proposed location, 241 South Main Street, meets all distance requirements with the exception of the distance between a school. This location is 82' from the Amana Academy property line.

City Code Section 4-17 (e) allows city council to grant a variance to the minimum distance requirement between a school and an eating establishment seeking an on-premises consumption license provided that they meet the following conditions:

- (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.

Staff has reviewed the application for a variance and believe that they meet all conditions in code section 4-17 (e), as this building was previously occupied by Pizza Hut and had an alcoholic beverage license for onpremise consumption within the last 5 years; the primary entrance is physically separated by Roswell Street; the proposed premises already has an existing commercial kitchen; the proposed variance is not based on a desire to reduce cost of developing the site nor will it diminish surrounding property values; the proposed variance will also have no material effect on the Amana Academy property.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Variance Application 241 south main street, Location Map - 241 South Main Street, Alcohol License Distance Survey 241 South Main Street, Public Participation Mailing List - 241 S Main Street, Public Hearing Notice Sent By Applicant 241 Alpharetta Highway

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY

Case #: _____

PH #: _____

☐ Property Taxes & Code Violations Verified☐ 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 pockets.
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." Please note that a 3% convenience fee will be added to all credit card transactions.
5. Applications will be accepted on the designated submittal dates between the hours of 8:30 AM and 3:30 PM.
6. If you have any questions regarding this form, please contact the Community Development Department by calling 678-297-6070.

Contact Information:Contact Name: David Filipowicz Telephone: 404-925-7380Address: 260 Canton Street Suite: _____City: Alpharetta State: GA Zip: 30009 Fax: _____Mobile Tel: 404-925-7380 Email: dave@smokejacksbg.comSubject Property Information:Address: 241 S. Main Street Alpharetta GA 30009 Current Zoning: _____

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

Proposed Zoning: _____ Current Use: _____

This Application For (Check All That Apply):

- | | | |
|--|--|---|
| ☐ Conditional Use | ☐ Master Plan Amendment | ☐ Comprehensive Plan Amendment |
| ☐ Rezoning | ☐ Master Plan Review | |
| ☒ Variance | ☐ Public Hearing | |
| ☐ Exception | ☐ Other <u>Special</u> | |

APPLICANT REQUEST AND INTENT

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

Local chef driven southern food market for walk up service, catering pickups and deliveries on the southern end of downtown Alpharetta.

Applicant's Request (Please itemize the proposal):

- 1) variance for retailer alcohol license in order to allow consumption on premises and the ability to sell retail packages. (example - Whole Foods in Avalon)

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

To give residents and businesses on the southern end of downtown Alpharetta the ability + option of one stop grab and go meals, beer + wine or a quick + easy place to get a counter meal.

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Penny Paris, Executor Telephone: (865) 250-2156
Estate of John Kartus and Mary Kartus
Address: P.O. Box 22147 Suite: _____
City: Knoxville State: TN Zip: 37933

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 |

Property Owner's Authorized Applicant (if applicable):

Name of Authorized Applicant: David Filipowicz Telephone: 770-410-7611
Address: 260 Canton St Suite: _____
City: Alpharetta State: GA Zip: 30009

So Sworn and Attested:

Owner Signature: Penny M. Paris Date: 9/24/2021

Notary:

Notary Signature: Greg Yakounis Date: 9/24/2021



PH-21-AB-27

0694

Janis Lane

0695

Roswell Street

South Main Street

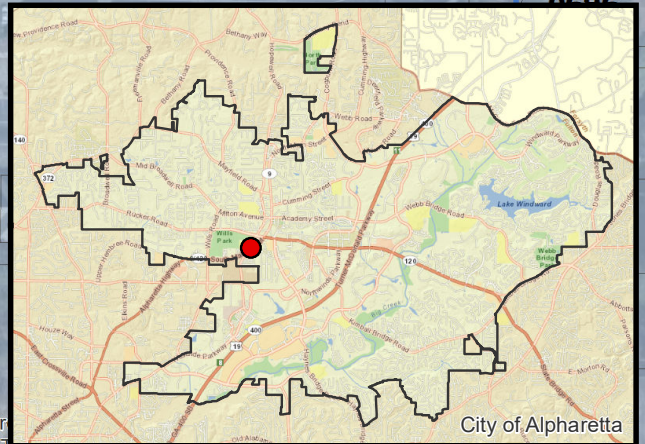
Devore Road

0693

Brady Place
Maxwell Road

LEGEND

-  Case Number
-  Land Lots
-  Tax Parcels



© 2021 Micro
DS © 2021 TomTom

PH-21-AB-27
D/LL: 1/2/694

Location Map
Minimum Distance Requirement Waiver Request
241 South Main Street

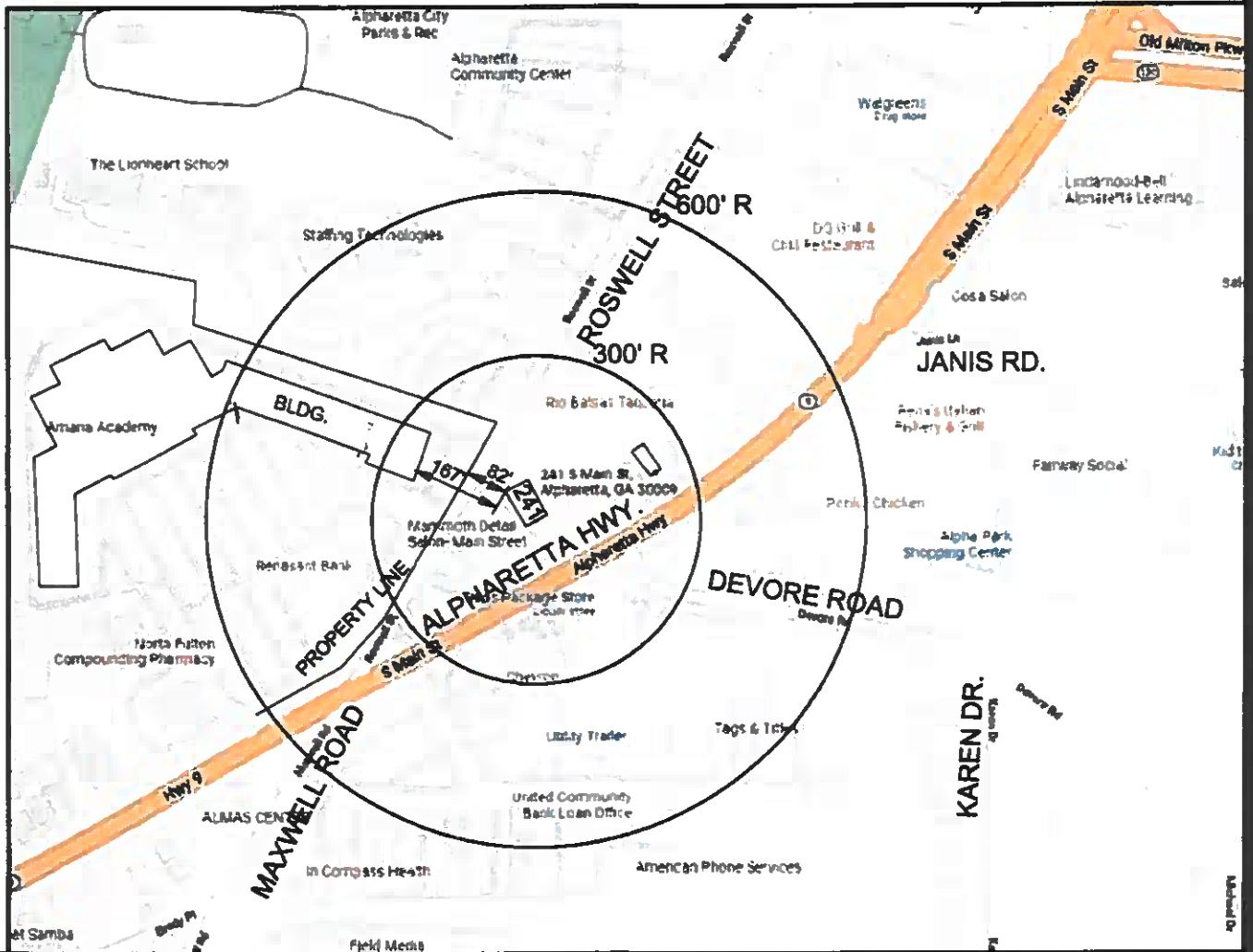


Location Map Provided by:
Community Development - GIS

ATLANTA ENGINEERING SERVICES, INC. HAS NOT
PERFORMED A BOUNDARY LINE SURVEY AS PER
THE GEORGIA PLAT ACT O.C.G.A. 15-8-87.

ATLANTA ENGINEERING SERVICES

918 HOLCOMB BRIDGE ROAD, SUITE 201
ROSWELL, GEORGIA 30076
PHONE: 770-316-1720



DISTANCE MEASUREMENTS:

RESIDENCE: 285 KAREN DRIVE
ALPHARETTA, GA 30009
767' MEASURED IN A STRAIGHT LINE

CHURCH: FIRST BAPTIST CHURCH OF ALPHARETTA
44 ACADEMY STREET, ALPHARETTA, GA 30009
3204' MEASURED IN STRAIGHT LINE

SCHOOL OR SCHOOL GROUNDS: AMANA ACADEMY
285 S. MAIN STREET, ALPHARETTA, GA 30009
82' MEASURED IN A STRAIGHT LINE TO PROPERTY LINE
OF SCHOOL
167' MEASURED IN A STRAIGHT LINE TO THE SCHOOL BLDG.

LIBRARY: ALPHARETTA BRANCH LIBRARY
10 PARK PLAZA, ALPHARETTA, GA 30009
2858' MEASURED IN A STRAIGHT LINE

PUBLIC PARK: WILLS PARK
11925 WILLS ROAD, ALPHARETTA, GA 30009
938' MEASURED IN A STRAIGHT LINE

SCHOOL BUS STOP
285 KAREN DRIVE
ALPHARETTA, GA 30009
891' MEASURED IN A STRAIGHT LINE

OWNER:

ALCOHOLIC LICENSE SURVEY FOR:
DAVE FILIPOWICZ
241 SOUTH MAIN STREET
ALPHARETTA, GA 30009

Business name: **SJ BBQ MARKET**
Site Address: 241 SOUTH MAIN STREET
ALPHARETTA, GA 30009

FULTON COUNTY
STATE OF GEORGIA

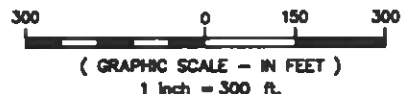
JOB. NO. 2021-3081
SCALE: AS NOTED
DWN. BY: ELA
FIELD WORK: 09-27-2021
DATE DRAFTED: 09-27-2021
REVISION:



NO RESPONSIBILITY OR LIABILITY IS ASSUMED BY ATLANTA ENGINEERING SERVICES, INC. OR USE OF SURVEY FOR ANY OTHER PURPOSE INCLUDING, BUT NOT LIMITED TO USE OF SURVEY FOR SURVEY AFFIDAVIT, RESALE OF PROPERTY, OR TO ANY OTHER PERSON NOT LISTED IN CERTIFICATION, EITHER DIRECTLY OR INDIRECTLY.

GENERAL NOTES:

1. THIS MAP IS A SPECIAL PURPOSE MAP INTENDED FOR SOLE USE OF THE OWNER.
2. ALL MATTERS OF TITLE ARE EXCEPTED.
3. THIS PLAT IS NOT FOR RECORDING.
4. EQUIPMENT USED FOR MEASUREMENTS: SURVEY MEASURING WHEEL AND GOOGLE EARTH.
5. DISTANCES MEASURED IN A STRAIGHT LINE FROM THE BUSINESS TO THE CHURCH, SCHOOL, ETC.



SOURCE CAPITAL INVESTMENTS L L C
330 RHODES CHASE CT
ALPHARETTA GA 30004

LAMP & SHADE CITY LIGHTING LLC
300 S MAIN ST
ALPHARETTA GA 30009

CITY OF ALPHARETTA
2 S SOUTH MAIN ST
ALPHARETTA GA 30004-1936

DOVE PAUL F
292 S MAIN ST STE 600
ALPHARETTA GA 30009-1985

ALPHA DEVELOPMENT CORP
1048 WINDING BRANCH CT
ATLANTA GA 30338

MAMMOTH DETAIL SALON INC
255 S MAIN ST
ALPHARETTA GA 30009

HODGSON ENTERPRISES LLC
294 SOUTH MAIN ST # 300
ALPHARETTA GA 30004

ATB ALPHARETTA LLC
P.O. BOX 709
TUPELO MS 38802

TALLANT PROPERTIES LLC
206 HIDDEN RIVER DR
WOODSTOCK GA 30188

HARDCASTLE JAMES ROBERT
314 MAXWELL RD SUITE 500
ALPHARETTA GA 30004

KARTOS JOHN L
P.O. BOX 22147
KNOXVILLE TN 37933

MADDOX RANDALL C & MONIQUE S
5435 TALLANTWORTH TRL
CUMMING GA 30040

DANIELAK MARY H
314 MAXWELL RD STE 400
ALPHARETTA GA 30201

FULTON COUNTY BANK
101 N TRYON ST
CHARLOTTE NC 28255

LINEAR INVESTMENT GROUP LLC
P O BOX 2303
ALPHARETTA GA 30023

DIMPAL ENTERPRISES INC
280 SOUTH MAIN ST
ALPHARETTA GA 30004

J & J PROPERTIES INC
P.O. BOX 22147
KNOXVILLE TN 37933

ROST MATHIAS J
1050 WORDSWORTH DR
ROSWELL GA 30075

WICKS RONALD S & MARY A
270 S MAIN ST
ALPHARETTA GA 30009

BRUNA LLC
P O BOX 1324
ALPHARETTA GA 30009

GIGLIA PETER J
284 S MAIN ST STE 800
ALPHARETTA GA 30009

HARDCASTLE JAMES ROBERT
314 MAXWELL RD SUITE 500
ALPHARETTA GA 30004

WILSON WALTER D SR TR
217 S MAIN ST
ALPHARETTA GA 30004

ROGERS DAVID
314 MAXWELL RD # 200
ALPHARETTA GA 30201

DANIELAK MICHAEL W & MARY
314 MAXWELL RD # 300
ALPHARETTA GA 30201

ROYAL ROSWELL LLC
2655 HERMITAGE DR
CUMMING GA 30041

ROGERS DAVID
314 MAXWELL RD # 100
ALPHARETTA GA 30201

PURE TAQUERIA LLC
103 ROSWELL ST
ALPHARETTA GA 30009

ALPHA DEVELOPMENT CORP
P O BOX 92
ALPHARETTA GA 30009

ALPHA DEVELOPMENT CORP
P O BOX 92
ALPHARETTA GA 30009

COUNTRY MANOR HOMES DEVELOPMENT CO
RP
286 S MAIN ST
ALPHARETTA GA 30009

KARTOS JOHN L
P.O. BOX 22147
KNOXVILLE TN 37933

AMANA ACADEMY INC
285 S MAIN ST
ALPHARETTA GA 30009

AARENE REAL ESTATE HOLDINGS LLC
296 THOMPSON ST
ALPHARETTA GA 30004

L & L REAL ESTATE I
282 SOUTH MAIN ST # S-D
ALPHARETTA GA 30004

COUNTRY MANOR HOMES DEV CORP
284 SOUTH MAIN ST # 600
ALPHARETTA GA 30004

WILSON WALTER D SR TR
217 S MAIN ST
ALPHARETTA GA 30004

ROST MATHIAS J
P.O. BOX 2060
ROSWELL GA 30077

SOURCE CAPITAL INVESTMENTS L L C
330 RHODES CHASE CT
ALPHARETTA GA 30004

ONE NINE ONE ROSWELL STREET LLC
3105 SALISBURY DR
ALPHARETTA GA 30004

CRABAPPLE LAKES INC
284 SOUTH MAIN ST # 600
ALPHARETTA GA 30201

JDR HOLDINGS LLLP
292 SOUTH MAIN ST # 200
ALPHARETTA GA 300

HAIGLER CAPITAL LLC
164 ROSWELL ST
ALPHARETTA GA 30009

COLONY PARKS INC
150 BLUE PINE CT # 20682
JASPER GA 30143

YOUNG DEER PROPERTIES LLC
5887 GLENRIDGE DR SUITE 150
ATLANTA GA 30328

CRABAPPLE LAKES INC
284 SOUTH MAIN ST # 600
ALPHARETTA GA 30004

STAFF TECH INVESTMENTS LLC
221 ROSWELL ST
ALPHARETTA GA 30009

HODGSON ENTERPRISES LLC 294
SOUTH MAIN ST # 300
ALPHARETTA GA 30004

DOVE JAMES D
292 S. MAIN ST SUITE 500
ALPHARETTA GA 30009

10/6/2021

David Filipowicz
29 S Main Street
Alpharetta, Georgia

RE: PH-21-AB-27

Dear Neighbor,

My name is David Filipowicz, and I am so excited to introduce a new casual, fun, counter service concept to complement our full-service restaurant, Smokejack BBQ, in Alpharetta.

SJ Market will become a location offering the community a place to enjoy casual counter service on our outdoor patio or stop in and grab already prepared foods from our retail space. No matter what you choose you will enjoy the same quality craft foods while incorporating some new things for you to try.

Smokejack's catering department will also be available to put menus together for all of your catering needs, whether it be a family gathering or corporate event.

Please allow this letter to serve as public notice for a variance at 241 South Main Street. I am requesting a variance from the minimum distance between an establishment seeking an alcoholic beverage license and a school.

Our intent for requesting this variance is to simply allow persons to enjoy a beverage while consuming their meal.

This item will be considered by the Alpharetta City Council on Monday, November 15th at 6:30PM. The meeting(s) will be held in the Council Chambers at Alpharetta 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 dave@smokejackbbq.com or (404) 925-7380.

Sincerely,

A handwritten signature in black ink, appearing to read "David F. Filipowicz", with a horizontal line underneath.

David Filipowicz



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT

SUBMITTED BY: KATHI COOK

DRAFTED BY: MICHAEL WOODMAN

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 – FIRST READING: NOVEMBER 15, 2021

This item was considered at the 11/4/2021 Planning Commission meeting. There were no public comments. After discussion, Planning Commission recommended approval. Vote 6-0

II. REPORT IN BRIEF:

The proposed text amendment to Code of Ordinances Section 4-17 Distance requirements, is to prohibit a retail package store from being located within 2,000' of any other retail package store.

The proposed text amendment to Code of Ordinances Section 4-1 Definitions, is to add a definition for Craft beer.

The proposed text amendments to Code of Ordinances 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. 4-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alcoholic beverage means all alcohol, distilled spirits, beer, malt beverages, wine and fortified wine as defined in this section.

Alcoholic beverage caterer means any retail dealer licensed to sell alcohol and who provides alcohol at special events or special events facilities.

Art gallery means a retail establishment primarily engaged in, and which derives at least 70 percent of its total annual gross sales from, the sale or display of art books, paintings, sculptures, or other works of art; but specifically excluding libraries, book stores, theaters, and establishments where the display of works of art is incidental to its primary use.

Art studio means a retail establishment primarily engaged in providing instruction in painting, sculpture, drawing, photography, craft work, fiber art, or other visual or graphic art techniques, and which derives at least 70 percent of its total annual gross sales from the sale of such services and art products related to such services; but specifically excluding body art studios and tattoo parlors.

Beer and malt beverage means any alcoholic beverage obtained by the fermentation of any infusion or decoction of barley, malt, hops, or any other similar product, or any combination of such products in water, containing not more than six percent alcohol by volume, and including ale, porter, brown, stout, lager beer, small beer and strong beer. The term "malt beverage" does not include sake, also known as Japanese rice wine.

Brew pub means any eating establishment in which malt beverages are manufactured, subject to the barrel production limitation prescribed in section 4-188. In calculating the total annual gross food and beverage sales for any such establishment for the purpose of determining whether the establishment constitutes an eating establishment as defined herein, barrels of malt beverages sold to licensed wholesale dealers, as authorized pursuant to section 4-188(2)d, or to the public for consumption off the premises in accordance with section 4-188(2)a and (2)d, (3) and (4), shall not be used.

Cigar shop means a retail establishment that derives not less than 70 percent of its total annual gross sales from the sale of cigars and cigar-related products for consumption on or off the premises, and that does not sell, or permit the use of, (i) vape products such as electronic smoking devices, component parts or e-liquids, or (ii) hookah products such as "hookahs", glass pipes or bongs.

Craft beer shall be defined for purposes of this section as a malt beverage produced at a brewery whose annual production is six million (6,000,000) barrels of beer or less (approximately three (3) percent of U.S. annual sales). Craft beer production is attributed to the rules of alternating proprietorships and the total beverage alcohol volume and flavor is derived from traditional or innovative brewing ingredients and their fermentation.

Distilled spirits means any alcoholic beverage obtained by distillation or containing more than 21 percent alcohol by volume, including, but not limited to, all fortified wine.

Eating establishment means an establishment which is licensed to sell distilled spirits, malt beverages, or wines and which derives at least 50 percent of its total annual gross food and beverage sales from the sale of prepared meals or food.

Fixed salary means the amount of compensation paid to any member, officer, agent or employee of a bona fide private club as may be fixed for such person by its members at a prior annual meeting or by the governing body of the club out of the general revenue of the club, and shall not include a commission on any profits from the

sale of alcoholic beverages. For the purpose of this definition, tips or gratuities which are added to the bills under club regulation shall not be considered as profits from the sale of alcoholic beverages.

Fortified wine means any alcoholic beverage containing more than 24 percent alcohol by volume made from fruits, berries or grapes, either by natural fermentation or by natural fermentation with brandy added. The term "fortified wine" includes, but is not limited to, brandy.

Licensee means the individual to whom a license is issued or, in the case of partnership or corporation, all partners, officers and directors of the partnership or corporation.

Liter means a metric measurement currently used by the United States.

Manufacturer means any maker, producer or bottler of an alcoholic beverage. The term "manufacturer" also means:

- (1) In the case of distilled spirits, any person engaged in distilling, rectifying or blending any distilled spirits; provided, however, that a vintner who blends wine with distilled spirits to produce a fortified wine shall not be considered a manufacturer of distilled spirits; and
- (2) In the case of malt beverages, any brewer; and in the case of wine, any vintner.

Package means a bottle, can, keg, barrel or other original consumer container.

Premises means the definite closed or partitioned-in locality, whether a room, shop, building, restaurant or club, wherein activities permitted by this chapter are conducted.

Private club means any nonprofit association organized under the laws of this state which:

- (1) Has been in existence at least one year prior to the filing of its application for a license to be issued pursuant to this chapter;
- (2) Has at least 75 regular dues-paying members; and
- (3) Owns, hires or leases a building space within a building for the reasonable use of its members with:
 - a. A suitable kitchen and dining room space and equipment;
 - b. A sufficient number of employees for cooking, preparing and serving meals for its members and guests; and
 - c. No member, officer, agent or employee directly or indirectly receiving, in the form of salary or other compensation, any profits from the sale of alcoholic beverages beyond a fixed salary.

Private dog park means a privately-owned and operated dog park which:

- (1) Is located on a minimum two-acre lot within the LI Zoning District;
- (2) Has a minimum of 25 due-paying members;
- (3) Derives a minimum of 40 percent of its total annual gross food and beverage sales from the sale of prepared food;
- (4) Has a full-service kitchen or regularly utilizes one or more food trucks to provide prepared foods to meet its food sales requirements; and
- (5) Has food trucks or other sources of prepared foods available for sale during all hours of operation.

Except as provided in this definition, a private dog park shall be subject to the same requirements as on-premises eating establishments, including hours of permitted alcohol sales.

Retailer or retail dealer, except as to distilled spirits, means any person who sells alcoholic beverages, either in unbroken packages or for consumption on the premises, at retail only to consumers and not for resale. With

respect to distilled spirits, the term "retailer" or "retail dealer" means any person who sells distilled spirits in unbroken packages at retail only to consumers and not for resale.

Supermarket means a retail market which:

- (1) Does not sell or offer for sale any of the following: distilled spirits, tobacco products, lottery tickets or related games of chance;
- (2) Maintains at all times that it is open an inventory of saleable food products including meats, dairy, vegetables, fruits, dry goods and beverages;
- (3) Has an interior floor space and storage areas of at least 15,000 square feet, of which more than 50 percent of such interior floor area is devoted to the display for sale of food products;
- (4) Sells prepared food;
- (5) Has a full service kitchen consisting of at least a four-compartment pot sink, a stove or grill permanently installed, and a refrigerator; and
- (6) Employs not less than 15 employees who work at least 35 hours per week on the premises.

Wholesaler or *wholesale dealer* means any person who sells alcoholic beverages to other wholesale dealers, to retail dealers or to retail consumption dealers.

Wine means any alcoholic beverage containing not more than 24 percent alcohol by volume made from fruits, berries or grapes, either by fermentation or by natural fermentation with brandy added. The term "wine" includes, but is not limited to, all sparkling wines, champagnes, combinations of such beverages, vermouths, special natural wines, rectified wines and like products. The term "wine" does not include cooking wine mixed with salt or other ingredients so as to render it unfit for human consumption as a beverage. A liquid shall first be deemed to be a wine at that point in the manufacturing process when it conforms to the definition of the term "wine" contained in this section.

Wine bar means a type of eating establishment with a floor area not exceeding 2,000 gross square feet, which serves food and only beer, wine and non-alcoholic beverages, and where the sale of food consumed on the premises constitutes at least 40 percent of gross sales of the establishment.

(Code 1989, § 3-1; Ord. No. 218-A, §§ 1.002, 1.031, 9-22-1986; Ord. No. 679, § 2, 7-15-2013; Ord. No. 722, § 1, 3-21-2016; Ord. No. 733, § 1, 2-6-2017; Ord. No. 740, § 1, 5-16-2017; Ord. No. 795, § 1, 5-26-2020)

State law reference(s)—Definitions, O.C.G.A. §§ 3-1-2, 3-4-1.

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.

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- (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 and/or craft beer 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 and/or craft beer offered for sale, shall be eligible for an ancillary wine and/or craft beer tasting license to sell or provide samples or tastings of wine and/or craft beer 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 brands of wine and/or craft beer.
- (2) Wine and/or 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 and/or craft beer samples shall not exceed two ounces, and no customer shall consume more than ~~eight~~ a total of 16 ounces in any calendar day.
- (4) Wine and/or 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 and/or craft beer shall be removed from the licensed premises.
- (6) Wine and/or craft beer sampling and tasting is only permitted within the ~~enclosed~~ owned or leased portion of the premises.
- (7) Wine and/or 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 and/or craft beer license 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)

AN ORDINANCE TO AMEND CHAPTER 4 OF THE CODE OF ORDINANCES OF THE CITY OF ALPHARETTA, GEORGIA; TO ADD A DEFINITION FOR ‘CRAFT BEER’; TO ADD DISTANCE REQUIREMENTS FOR RETAIL PACKAGE STORE; TO AMEND CONDITIONS OF LICENSE ISSUANCE RELATED TO ANCILLARY WINE TASTING LICENSE; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

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

WHEREAS, the Code of Ordinances was designed to be amended from time to time when circumstances warrant that modifications be made in order to make said Codes more responsive to community needs; and

WHEREAS, the City Council finds that ordinances and regulations governing the uses of land and development of land within the City, as well as the City’s operations, should be continually improved from time to time and modified as necessary to better protect and promote the public health, safety and welfare of the residents and businesses of the City of Alpharetta; and

WHEREAS, the City Council desires to amend Chapter 4 of the Code of Ordinances for the foregoing purposes; and

WHEREAS, the City Council finds that the following amendments to the Code of Ordinances promote the health, safety, morals, convenience, order, prosperity and general welfare of the present and future inhabitants of the City of Alpharetta;

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

Section 1: Chapter 4, Section 4-1 titled “Definitions” of the Code of Ordinances is hereby amended by revising same as set forth in Exhibit “A” attached hereto as if fully set forth herein; and

Section 2: Chapter 4, Section 4-17 titled “Distance Requirements” of the Code of Ordinances is hereby amended by revising same as set forth in Exhibit “B” attached hereto as if fully set forth herein; and

Section 3: Chapter 4, Section 4-347 titled “Conditions of License Issuance” of the Code of Ordinances is hereby amended by revising same as set forth in Exhibit “C” attached hereto as if fully set forth herein; and

Section 4: If any section, subsection, provisions, or clause of any part of this Ordinance shall be declared invalid or unconstitutional or, if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent of the City Council that this Ordinance would have been adopted in its current form without the invalid or unconstitutional provision contained therein.

Section 5: This Ordinance shall be effective immediately upon its adoption by the City Council and the amendments made herein shall be incorporated into the Code of Ordinances of the City of

Alpharetta, Georgia, as applicable. This Ordinance hereby repeals any and all conflicting ordinances and amendments.

SO ORDAINED this the _____ day of _____, 2021.

Approved:

Jim Gilvin, Mayor

Attest:

COUNCILMEMBERS

Lauren Shapiro, City Clerk
(Seal)

Approved as to Form:

City Attorney

Exhibit “A”

Craft beer shall be defined for purposes of this section as a malt beverage produced at a brewery whose annual production is six million (6,000,000) barrels of beer or less (approximately three (3) percent of U.S. annual sales). Craft beer production is attributed to the rules of alternating proprietorships and the total beverage alcohol volume and flavor is derived from traditional or innovative brewing ingredients and their fermentation.

Exhibit “B”

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.

Exhibit “C”

Sec. 4-347. Conditions of license issuance.

The holder of a package wine and/or craft beer 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 and/or craft beer offered for sale, shall be eligible for an ancillary wine and/or craft beer tasting license to sell or provide samples or tastings of wine and/or craft beer 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 brands of wine and/or craft beer.
- (2) Wine and/or 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 and/or craft beer samples shall not exceed two ounces, and no customer shall consume more than ~~eight~~ a total of 16 ounces in any calendar day.
- (4) Wine and/or 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 and/or craft beer shall be removed from the licensed premises.
- (6) Wine and/or craft beer sampling and tasting is only permitted within the ~~enclosed~~ owned or leased portion of the premises.
- (7) Wine and/or 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 and/or craft beer license 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)



CITY COUNCIL MEETING STAFF REPORT

CO-SPONSORED BY:
COUNCIL MEMBER BURNETT AND COUNCIL MEMBER HIPES

- I. **AGENDA ITEM TITLE:** AN ORDINANCE TO AMEND CHAPTER 4 (ALCOHOLIC BEVERAGES) OF THE CODE OF THE CITY OF ALPHARETTA, GEORGIA

City Council – First Reading: November 15, 2021

City Council – Second Reading: November 29, 2021

II. **REPORT IN BRIEF:**

This proposed Ordinance is presented to amend Chapter 4 (Alcoholic Beverages) of the Code of the City of Alpharetta, Georgia in order to eliminate any conflict between the City Charter and Section 4.9(e) regarding qualification of those seeking elective office.

III. **ATTACHMENTS:**

- Ordinance to amend Chapter 4 (Alcoholic Beverages of the Code of the City of Alpharetta.

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AMEND CHAPTER 4 (ALCOHOLIC BEVERAGES) OF THE CODE OF THE CITY OF ALPHARETTA, GEORGIA; TO ELIMINATE ANY CONFLICT BETWEEN THE CITY CHARTER AND SEC. 4.9(E) REGARDING QUALIFICATION OF THOSE SEEKING ELECTIVE OFFICE; TO PROVIDE FOR AN EFFECTIVE DATE; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES

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

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

WHEREAS, the City Council has determined that it is appropriate from time to time to modify alcoholic regulations to comport with current conditions; and

WHEREAS, the City Council desires to amend Chapter 4 (Alcoholic Beverages) of the Code, specifically Sec. 4-9(e), in order to eliminate a conflict between the City Charter regarding qualification of those seeking elective office.

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

Section 1. Chapter 4 of the Code is hereby amended by deleting Section 4-9(e) and substituting in lieu thereof a revised Section 4-9(e) as follows:

"Sec. 4-9. Licensing Qualifications.

(e) No license for the sale of alcoholic beverages shall be granted to, or held by, any persons occupying the position of either City Administrator or Assistant City Administrator, any employee of the Alpharetta Department of Public Safety or the Alpharetta Community Development Department, or the spouse or minor child of any of the foregoing. It shall be unlawful for such person to have a financial interest in any such city license, or in any establishment licensed under the provisions of this chapter."

Section 2. It is the intention of the City Council and it is hereby ordained by the authority of the City Council that the provisions of this Ordinance shall become and be made a part of The Code of the City of Alpharetta, Georgia, and the codifier is authorized to make the specified deletions, insertions, additions, and to insert headings, article numbers and section numbers as and where appropriate.

Section 3. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 4. If any section, subsection, provisions, or clause of any part of this Ordinance shall be declared invalid or unconstitutional, or, if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent of the City Council that this Ordinance would have been adopted in its current form without the invalid or unconstitutional provision contained therein.

Section 5. This Ordinance shall become effective immediately upon adoption.

ADOPTED this _____ day of _____, 2021.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

Approved as to form and
legal sufficiency:

COUNCILMEMBERS

Michael Stacy City Attorney

Jason Binder

Ben Burnett

(SEAL)

John Hipes

Attest:

Dan Merkel

City Clerk

First Reading: _____

Donald Mitchell

Second Reading: _____

Adopted: _____

Karen Richard



City Council Meeting & Public Hearing STAFF REPORT

Submitting Department: Public Works

Submitted By: Will Eberly

Sponsored By:

Meeting Date: November 29, 2021

I. AGENDA ITEM TITLE: RFP 22-104 & RFP 22-105 - CITYWIDE LANDSCAPE MAINTENANCE AND ON-CALL LANDSCAPE CONSTRUCTION

II. RECOMMENDATION:

Please award the contracts for *RFP 22-104 - Level 1 Landscape Maintenance and On-call Landscape Construction* in an amount not to exceed \$325,864.00 and for *RFP 22-105 - Level 2 Landscape Maintenance and On-call Landscape Construction* in an amount not to exceed \$349,360.00 to Russell Landscape and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

FISCAL IMPACT: YES

INCLUDED IN
CURRENT FY OPRT.
BUDGET: YES

TOTAL PROJECT COST: \$675,224.00 (ANNUALIZED). THE IMPACT FOR THE REMAINDER OF FY 2022 TOTALS \$281,344. THE AVAILABLE BUDGET TO COVER THE INCREASED COSTS IN FY 2022 TOTALS \$166,144, LEAVING A FUNDING REQUEST OF \$115,200 TO BE BROUGHT FORWARD AS PART OF THE 2022 MID-YEAR BUDGET REQUEST.

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
To be requested at Mid-Year - Grounds Maintenance, Mowing / 10041050-523860-EPW00	\$115,200

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
0	\$0.00

IV. REPORT IN BRIEF:

The Department of Public Works simultaneously prepared, advertised, and received submittals for two separate Requests for Proposals (RFP 22-104 & RFP 22-105) for Citywide Landscape Maintenance (excluding park lands) including On-call Landscape Construction.

The creation of two separate RFPs/contracts was identified by Public Works as the best means to address the different levels of service associated with differing landscape types within City right-of-way. As part of this process, Public Works updated its online GIS landscape map to reflect updated work area boundaries and their corresponding Level 1 & 2 designations.

The Level 1 maintenance contract includes work areas with greater amounts of ornamental landscape such as street trees, shrubs, and groundcovers. Examples include the new Rucker Rd streetscape, Bethany Rd roundabouts, Old Milton Parkway medians (SR 400 to Main St), and City facilities such as Public Safety headquarters and the fire stations.

The Level 2 maintenance contract includes work areas where mowing is the primary maintenance activity. Examples include sections of Mayfield Rd, McGinnis Ferry Rd, and Westside Pkwy (Encore Pkwy to Mansell

Rd).

Completed proposals were received from Ruppert Landscape and Russell Landscape. Scoring of the two RFPs was performed by an interdepartmental panel from Public Works and Community Development. Scoring criteria consisted of technical aspects (62%; resumes and references of key project personnel that align with the proposed scopes, means/methods of performing the scope, etc.), cost (35%), and local vendor preference (3%). In terms of annualized cost, Russell totaled \$675,224 (\$325,864 for Level 1; \$349,360 for Level 2) and Ruppert totaled \$589,403 (\$246,510 for Level 1; \$342,893 for Level 2).

Overall scores are as follows:

Level 1 Landscape Maintenance and On-call Landscape Construction

Ruppert Score: 75.52

Russell Score: 86.80

Level 2 Landscape Maintenance and On-call Landscape Construction

Ruppert Score: 78.51

Russell Score: 80.50

Based on the received proposals and scoring results, Public Works recommends that both the Level 1 and Level 2 contracts be awarded to Russell Landscape.

The current contract is \$398,746.08 per year and the contract was awarded 5 years ago with annual increases in the contract passed approximating CPI. The maintenance cost of the proposed contract is \$675,224.00. The price of labor, fuel, and equipment has directly impacted the total maintenance costs, as well as the higher level of service and attention various corridors need to have due to landscape improvements over the years. The additional funds to complete the maintenance needs from February 1, 2022 to June 30, 2022 is \$115,200 and will be requested in the upcoming mid-year budget. The annualized impact approximates \$276,478 (current contract of \$398,746; proposed contract of \$675,224) and will be programmed into the FY 2023 budget.

V. ALTERNATIVES:

VI. ATTACHMENTS:

RUSSELL Maint Costs, RFP 22-104 (Russell), RFP 22-105 (Russell)

RFP 22-104, City-Wide Landscape Maintenance of LEVEL 1 Right-of-Way

Pricing Sheet

RFP 22-104

Best and Final Offer request 10-20-2021

Landscape Maintenance of Level-1 Right-of-Ways and Facilities

Bidder Name: RUSSELL LANDSCAPE

General Maintenance: mowing, pruning, fertilization, pesticide applications, etc.		
Annual Cost:	\$	249,280.00
Pine Straw Mulch		
Qty of Bales (bale size = 14"x14"x28"):	Qty	0
Annual Cost:	\$	
Brown Hardwood Mulch		
Qty of CY:	Qty	1124
Annual Cost:	\$	67,440.00
Seasonal Color		
SF of Bed Area:	Qty	354
Annual Cost:	\$	4,744.00
Vegetation Maintenance within City Stormwater Ponds		
Annual Cost:	\$	4,400.00

TOTAL	\$	325,864.00
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RFP 22-105, City-Wide Landscape Maintenance of LEVEL 2 Right-of-Way

Pricing Sheet

RFP 22-105

Best and Final Offer request 10-20-2021

Landscape Maintenance of Level-2 Right-of-Ways

Bidder Name: RUSSELL LANDSCAPE

General Maintenance: mowing, pruning, fertilization, pesticide applications, etc.		
Annual Cost:	\$	287,250.00
Pine Straw Mulch		
Qty of Bales (bale size = 14"x14"x28"):	Qty	8400
Annual Cost:	\$	54,600.00
Roadside Brush Control		
Annual Cost:	\$	7,510.00

TOTAL	\$	349,360.00
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September 30, 2021

RE: City of Alpharetta – RFP 22-104 - City-Wide Landscape Maintenance of LEVEL 1 Right-of-Way and Facilities; On-Call Landscape Installation and Construction Services

As landscape service provider for The City of Alpharetta, Russell Landscape's primary objective will be to enhance the experience of all those who visit the city through sound economical delivery of landscape management services and to ensure all residents, guests, and employees return home safely every day. We are well versed in working on these high profile sites, clear of the level of expectation, and capable of delivering it. Working in concert with the City of Alpharetta team to manage and enhance the grounds through a systematic phased approach will be a principle focus for Russell Landscape. We have provided a general outline of our operational plan and would welcome an opportunity to discuss.

Clear communication will be key in the day to day management and continual improvement of the city's landscapes. Our dedicated account manager will conduct monthly evaluations of each location, noting any unique landscape maintenance items for completion over the next month as well as any issues with structures, safety, lighting, parking, or anything of note management should be aware of. Any issues will be communicated to management as needed. These evaluations will be key in driving the quality and continual improvement of the grounds as well as addressing concerns in a timely manner.

As one of the largest commercial landscape companies in the southeast, we have a vast amount of support available beyond the crews dedicated to the management of the City of Alpharetta's grounds. In the unusual event of severe storm, surprise events, or other unknown need, our staff of over 600 will always be available to get across whatever finish line presents itself. With all the daily challenges management of the city presents, you can feel confident Russell Landscape will take ownership your grounds as our own. We would be honored to be your partner.

Truly,

John Wetherald
Director of Business Development
4300 Woodward Way, Sugar Hill, GA 30518
404-520-7903
John@RussellLandscape.com

COMPANY HISTORY

Founded in 1987 by Dr. W.E. “Bill” Russell, Russell Landscape is a family owned and managed commercial landscape company. Based in Sugar Hill, Georgia, it has grown to be one of the largest landscape firms in the southeast. Russell Landscape is capable of successfully managing any job of any size and offers a complete scope of diverse landscape services catering to commercial buildings, municipalities, retail centers, schools, homeowners associations, and townhome and condominium communities. These services include landscape design and installation, hardscapes, irrigation, maintenance, chemical, and technical services. Russell Landscape has received numerous awards from the Urban Agriculture Council for projects both installed and maintained. The company has consistently been listed in the Business Chronicle’s best commercial landscape contractors for more than 20 years and is also listed in the Top 60 landscape contractors in the country. Russell Landscape has been fortunate enough to provide maintenance and installation services to numerous municipalities and community improvement districts throughout metro Atlanta including the City of Alpharetta, the City of Lawrenceville, the City of Chamblee, the City of Atlanta, the City of Snellville, the North Fulton CID, the Cumberland CID, the Gwinnett Place CID, the Metro South CID, and the Sugarloaf CID, to name a few.

Russell Landscape produced approximately 43 million dollars in annual landscape revenues in 2020 while providing landscape services to over 1,400 properties. At Russell, we take pride in our work and are committed to providing our customers the highest level of professional, personalized services, available in the industry. Our goal is to create a memorable and impactful environment for all users while ensuring minimal disturbance to neighbors and distraction to our customers. Russell Landscape’s vast support system is populated with highly educated and trained landscape professionals specializing in each facet of our business. The company has four local branch locations; Sugar Hill, Mableton, Canton, and our “mega” Atlanta branch located in Doraville, so ample support is available in the event it is needed. We take great pride in the people that represent our company and the over 600 Russell Landscape employees have the full support of one of the south’s largest locally owned landscape contractors. The company, its ownership, and team of employees have always strived to be good stewards to the community and the environment. Each year Russell Landscape donates a great deal of time and resources to raise funds for different sectors of the community. The company is also highly focused on issues relating to clean water, conservation, and the protection of our environment. We are involved with the U.S. Green Building Council, Urban Agriculture Council, various Water Councils, and the Clean and Beautiful Campaigns. Our ownership and executive team believe these initiatives and affiliations help create a specific company culture in which every employee strives toward the same goal, which translates to delivery of the highest level of service available in the industry.



September 29, 2021

City of Alpharetta
2 Park Plaza
Alpharetta, GA 30009

Re: RFP No. 22-104; City Wide Landscape Maintenance of level 1 Right of Way and Facilities;
On Call Landscape Installation and Construction Services

Statement of Bonding Position for Russell Landscape, LLC

To Whom it May Concern:

We are pleased to confirm that The Yates Insurance Agency currently handles the contract bonding requirements of Russell Landscape LLC, through Capitol Indemnity Corporation which carries an A. M. Best's Rating of A 8 and is listed on the U. S. Treasury Department Circular 570 as an approved surety on Federal projects.

We are currently in a position to provide Bid, Performance, and Payment Bonds for Russell Landscape LLC for single projects in the \$3,000,000 range with an aggregate work program in the \$5,000,000 range. Special acceptance for higher levels could be considered upon submission of job details. Any bonds issued would, of course, be subject to our normal underwriting review and approval of the contract documents, bond forms, terms of project financing and other underwriting factors at the time a bond is actually requested. The bond rate is \$14 per \$1000.

The Yates Insurance Agency has handled contractors bonding and insurance since 1949 and is proud to provide bonding for Russell Landscape LLC. With several hundred bonded and insured contractors, it is our assessment that Russell Landscape Tennessee LLC is well equipped, highly experienced, and properly financed and we can provide our full recommendation to any prospective project owners.

If we can be of any further assistance, please feel free to contact us at 404-633-4321.

Regards,

YATES INSURANCE AGENCY

A handwritten signature in blue ink, appearing to read "Daniel Yates", written over a light blue horizontal line.

Daniel Yates



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2021

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 Yates Insurance Agency 2800 Century Parkway NE Suite 300 Atlanta GA 30345	CONTACT NAME: PHONE (A/C, No, Ext): 404-633-4321 FAX (A/C, No): 404-633-1312 E-MAIL ADDRESS: certs@yatesins.com														
INSURED Russell Landscape, LLC 4300 Woodward Way Sugar Hill GA 30518	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Old Republic Insurance Company</td> <td style="text-align: center;">24147</td> </tr> <tr> <td>INSURER B : Nautilus Insurance Company</td> <td style="text-align: center;">17370</td> </tr> <tr> <td>INSURER C : Amerisure Insurance Company</td> <td style="text-align: center;">19488</td> </tr> <tr> <td>INSURER D : Amerisure Mutual Insurance Company</td> <td style="text-align: center;">23396</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Old Republic Insurance Company	24147	INSURER B : Nautilus Insurance Company	17370	INSURER C : Amerisure Insurance Company	19488	INSURER D : Amerisure Mutual Insurance Company	23396	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES
CERTIFICATE NUMBER: 1848602786

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			CPP21180010001	7/1/2021	7/1/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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AGGREGATE	\$ 5,000,000																				
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A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MWC31401321	7/1/2021	7/1/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>☒ PER STATUTE ☐ OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	☒ 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						
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B	Professional Liability			CPP202453614	7/1/2021	7/1/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>\$1,000,000 Occ</td><td style="text-align: right;">\$2,000,000 AGG</td></tr> <tr><td>\$1,000,000 Occ</td><td style="text-align: right;">\$2,000,000 AGG</td></tr> <tr><td>\$1,000 Deductible</td><td style="text-align: right;">\$75,000</td></tr> </table>	\$1,000,000 Occ	\$2,000,000 AGG	\$1,000,000 Occ	\$2,000,000 AGG	\$1,000 Deductible	\$75,000								
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\$1,000 Deductible	\$75,000																				
C	Leased/Rented Equipment			CPP21180010001	7/1/2021	7/1/2022															

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Subject to policy terms, conditions, forms and exclusions, the insurance coverage afforded by the policies above include the following when required by written contract for the certificate holder and/or entities listed below: Blanket Additional Insured in regards to General Liability for ongoing and completed operations, Leased/Rented Equipment, Owner, Lessor or Manager of Premises, Automobile Liability and Umbrella Liability; Blanket Primary & Noncontributory in regards to General Liability, Automobile Liability and Umbrella Liability; Blanket Waiver of Subrogation in regards to General Liability, Automobile Liability, Workers Compensation and Umbrella Liability. Per Project Aggregate and Per Location Aggregate applies to the General Liability.

FORMS:
 CG7048 10/15 – Contractor's Blanket Additional Insured Endorsement – Form A
 See Attached...

CERTIFICATE HOLDER
CANCELLATION

For Information Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Yates Insurance Agency		NAMED INSURED Russell Landscape, LLC 4300 Woodward Way Sugar Hill GA 30518
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

CG7049 04/17 – Contractors General Liability Extension Endorsement
CA7115 11/09 – Advantage Commercial Automobile Broad Form Endorsement
CA7165 09/11 - Designated Insured-Primary Non-Contributory Coverage When Required by Insured Contract or Cert
CUDS7102 04/14 - Schedule of Underlying Insurance
CU7467 11/07 - Blanket Additional Insured - Primary/Non-Contributory Coverage
CU2403 09/00 - Waiver Of Transfer Of Rights Of Recovery Against Others To Us
WC000313 04/84 - Waiver of Our Right to Recover from Others Endorsement



RESUMES AND REFERENCES FOR PROJECT TEAM FOR SIMILAR LANDSCAPE MAINTENANCE WORK PERFORMED

City of Lawrenceville

Approximately 65 acres of managed landscape area including facilities, medians, and right of way.

Service time: 2014 – Present

70 S Clayton Street, Lawrenceville, GA, 30046

Barry Mock, Assistant City Manager

Barry.Mock@lawrencevillega.org

770-277-7532

City of Chamblee

Approximately 65 acres of managed landscape area including facilities, medians, and right of way.

Service time: 2018 – Present

5468 Peachtree Rd, Chamblee, GA 30341

Courtney Frisch – Assistant Director of Public Works

cfrisch@chambleega.gov

470-395-2369

City of Alpharetta

Approximately 40 acres of managed landscape area including interchanges, medians, and right of way.

Service time: 2013 - Present

11605 Haynes Bridge Road, Suite 100; Alpharetta, GA 30009

Will Eberly, Urban Forestry Manager

weberly@alpharetta.ga.us

678-297-6202

Gwinnett Place CID

Approximately 30 acres of managed landscape area including interchanges, medians, and right of way.

Service time: 2006 - Present

3700 Crestwood Parkway, Suite 680; Duluth, GA 30096

Joe Allen, Executive Director

jallen@gwinnettplace.com

678-924-8171



MEANS AND METHODS FOR PROVIDING LANDSCAPE MAINTENANCE SERVICES

OPERATIONAL PLAN

After carefully measuring all landscape areas that comprise the included scope for the City of Alpharetta grounds, Russell Landscape has determined the specific number of man hours required to maintain each individual area as well as all areas as whole. Each area was measured to determine the specific turf type and square footage, leaf and litter removal time, pruning time, mulch quantity, bed area square footage, and seasonal color square footage.

Russell Landscape will utilize one, four person maintenance crew operating in a 1 ton landscape truck to accomplish the bulk of the landscape management tasks in approximately four, ten hour days. However, should additional support be required, supplemental crews will be available to address any additional requests or complete any service visit items that were not completed during the initial visit. Each crew will have a complete set of all necessary maintenance equipment; large mowers (walk behind), push mowers, metal blade edgers, string trimmers, blowers, and back pack sprayers, as well various hand tools such as any necessary pruning equipment, shovels, tarps, rakes, brooms, etc. Each truck will be equipped with all safety equipment necessary to safely perform work in these urban areas as well.

All herbicide applications shall be performed by the dedicated Russell Landscape horticulture department whose only focus is chemical management and plant health. These applications will be applied using our logoed spray vehicles and personnel applying both liquid and granular products at the proper rates per material label and under EPA guidelines and restrictions. Russell Landscape currently has 15 employees possessing licenses with the state of Georgia to apply pesticides, they are listed below, as well as the necessary licenses from the state to apply as a company.

All Russell Landscape service teams mentioned above will be under the direct supervision of an Account Manager. He will serve as the main point of contact as well as be responsible for the coordination of all activities of Russell Landscape employees managing landscapes for The City of Alpharetta. The Account Manager will in turn report to his Branch Manager, General Manager, and our Chief Operating Officer. This team of individuals will work seamlessly to ensure all quality expectations are being met and exceeded. Biographies are below.

TRANSITION PLAN:

First 30 Days:

- Conduct inspections of service location with the City of Alpharetta team. Provide typed results of inspection with items to address within the first 30 days by Russell's operational team. Ensure all have a clear understanding of the primary concerns and expectations to ensure site improvement from day one.
- Russell's irrigation team will conduct a complete evaluation of any existing irrigation systems, checking irrigation heads, valves, controllers, and settings. Check to ensure each controller has automatic rain sensors and zone separation. Note irrigation issues such as broken heads, electrical issues, broken lateral lines or main lines. Provide the City of Alpharetta team a detailed irrigation inspection report. Detailed irrigation mapping of the system showing main line shut offs, types of heads, zone coverage, and recommendations to improve/reduce water usage can be provided at an additional fee after system functionality has been restored.
- Obtain soil samples of turf from multiple areas for base line reading of pH and soil needs. Depending on soil test results update our recommended turf program for the coming year. Address any broad leaf weeds and grassy weeds in the turf and establish chemical plan based on existing stand of turf grass.
- Inspect planting beds, review mulching schedule, and address bare areas in the planting beds. Establish defined bed lines using bed line trencher and shovels incorporating all natural areas and bare spots due to tree cover or other natural cause. Identify/address unsightly plants-and make recommendations, remove dying or dead plants and develop a replacement plan for City of Alpharetta if desired.
- Seasonal color team to inspect all seasonal color beds, treat insect infested or diseased plants, apply fertilizer, and touch up with fresh mulch. Schedule a meeting with the City of Alpharetta team to discuss spring color designs and goals for the future.
- International Society of Arboriculture (ISA) Certified Arborist to conduct a tree inspection, note pruning requirements, insect disease or fertility issues, and make recommendations to address any safety issues. Insure we have building clearance and security lights are not being obstructed by tree limbs.
- Begin building Integrated Pest Management (IPM) program
- Provide City of Alpharetta leadership with our 24/7 contact information, including cell phone numbers and email addresses for contacting our managers in the event of an emergency.
- Take pictures of sites to document existing conditions and to demonstrate improvements moving forward

First 60 days:

- Conduct our 2nd inspection with City of Alpharetta team to review prior month's results and insure all items have been addressed. Provide a written report and grade the property from an overall impression to determine focus for next 30 days.
- Make recommendations with cost estimates for enhancements to City of Alpharetta's team for budgeting purposes specifically looking for security issues and visual improvement. Intent is to ensure the overall safety and curb appeal of the campus with an agreed plan for execution with the City of Alpharetta team.
- Follow up with our seasonal color designs for next scheduled color install. Seasonal color team to have completed several inspections and treatments by this point. Evaluate progress and make necessary changes in protocol to get results expected.
- Evaluate turf quality and plant health, related to fertility, insect and disease and overall plant vigor. Make necessary changes to plant healthcare program of Integrated Pest Management (IPM) strategy to maximize plant and turf vigor.
- Irrigation team to evaluate irrigation systems operational performance. Adjust systems operations based on input from maintenance team.

First 90 days:

- Conduct our 3rd inspection with the City of Alpharetta team, review previous property inspection to insure all items have been addressed. Provide property inspection report and grade the property assessment.
- Monitor success of IPM system and modify as needed to insure plant and turf vigor
- Seasonal color team to identify any beds in need of rework prior to next change out so we capture as part of the planting for next season

EQUIPMENT LIST:

- eXmark 60 inch walk-behind mowers
- eXmark 48 inch walk-behind mowers
- eXmark 21 inch push mowers
- Stihl backpack blowers
- Stihl backpack sprayers
- Stihl weed-eaters
- Stihl stick edgers
- Stihl hedge trimmers
- Stihl gas shears
- Stihl pole chainsaws
- Stihl 21" chainsaws
- Honda pressure washer
- Ventrac 4500 compact tractor
- Little Wonder street blower
- Isuzu 1-ton trucks with 600 gallon spray rigs
- Isuzu 1-ton equipment trucks
- Bed-trenching machine
- Assorted hand tools, shovels, rakes, ladders, etc.

PROPOSED PESTICIDES:

- Bayer - Round up
- Helena - Artavia
- Helena – Antes Pro
- Bayer – Celsius WG
- Precision Lab – Delux
- Helena – Dyne-Amic
- Helena – On Deck
- Winfield United – Preference
- Syngenta – Resolute 65WG
- Bayer – Specticide Flo
- Bayer – Tribute Total
- Prokoz – Vessel
- Helena – Coron
- Tessengerlo Kerley - KTS

RUSSELL LANDSCAPE GEORGIA PESTICIDE APPLICATOR LICENSE HOLDERS

- Teddy Russell
- Hugh Cooper
- Brandon Thomas
- Scott Scroggy
- John Oubre
- Wayne Mothershed
- Robert Stiles
- Wes Barrett
- Jai Means
- Josh Camp
- Byron Sturm
- Don Farr
- Eddie Murillo
- Doug Krause
- Josh Dodgen

ABOUT OUR TEAM

Hugh Cooper has been the Chief Operations Officer for Russell Landscape for 8 years and has been a leader in the landscape industry for nearly 30 years. He holds a Bachelor of Science in Landscape Architecture and a minor in Horticulture from the University of Georgia. He is a member of the Georgia Turfgrass Association, the Urban Agriculture Council, and the Georgia Community Association Institute. Hugh has spent his entire career managing ornamental landscape in the southeast and is a wealth of knowledge that will ensure no pest, disease, or fertility issues go untreated. Hugh will be integrally involved with the service and management of the City of Alpharetta grounds and is available via e-mail at HughC@RussellLandscape.com or cell phone at 678-537-1155

Brandon Thomas, Vice President of Customer Experience, has been a VP with our company since 2007 and has been a part of the Russell team since 2000. He holds a Bachelor of Science in Landscape Horticulture Degree from Auburn University, Class of 1999. He has over 20 years of experience in the landscape industry and is a Georgia Certified Landscape Professional and a Georgia Ornamental and Turf Category 24 license holder. He is also a member of the Georgia Turfgrass Association, the Urban Agriculture Council, and the Georgia Community Association Institute. Brandon will oversee the service and management of the City of Alpharetta grounds at the company leadership level and will be available via e-mail at BrandonT@RussellLandscape.com or cell phone at 770-391-8068.

Eddie Murillo, Assistant Branch Manager of our Atlanta branch, will be assisting in the management of the city of Alpharetta grounds. Eddie has nearly 20 years of construction and landscape experience and quickly rose through the ranks after starting on a maintenance crew in his early 20's. He methodically learned each aspect of our business from the ground up working on, and later running, crews in each specialty department to get a thorough understanding of the seasonal color, horticultural services, irrigation services, maintenance, and installation departments. Additionally, he is a category 24 pesticide application license holder. This dedication and experience have earned the respect of his peers and superiors and shaped him into the strong leader and customer service expert he is today. Eddie can be reached via email at EddieM@RussellLandscape.com or cell phone at 404-266-7370.

Sergio Cavallo, Account Manager in our Atlanta branch will be the main point of contact and manage the day to day operations for the city of Alpharetta. Sergio's first position in the landscape industry was as a laborer on a maintenance truck, but with 10 years of experience under his belt in the commercial landscape maintenance field, he has now been promoted through the ranks to the management position he holds today. His experience includes horticulture services, landscape installation, floriculture services, irrigation management, and commercial maintenance. Keeping the client's expectations at the center of his focus while always delivering a quality product has endeared him to his customers and entrenched him a true leader to his crews and peers. Sergio can be reached via email at SergioC@RussellLandscape.com or cell phone at 470-844-5519.

LANDSCAPE FREQUENCY CHART

PLANT CARE (TREES, SHRUBS AND GROUNDCOVER)	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
HAND PULLING OF WEEDS	5	4	5	4	5	4	5	4	4	5	4	3
BED PRE-EMERGENT APPLICATION		1										
INSECT & DISEASE CONTROL FOR TREES AND SHRUBS			1		1		1					
SLOW-RELEASE FERTILIZATION APPLICATION			1									
WEED CONTROL IN BED & HARDSCAPE AREAS	5	4	5	4	5	4	5	4	4	5	4	3
SHRUB PRUNING AND SHAPING				1	1	1	1	1	1			
WINTER PRUNING (CORRECTIVE PRUNING)	1	1	1									
PRUNING GROUNDCOVER AND PLANT SEPERATION	1	1			1	1	1	1	1			
LAWN CARE												
MOWING		1	2	3	5	4	5	4	4	2	1	
WEED EATING & STRING TRIMMING		1	2	3	5	4	5	4	4	2		
METAL BLADE EDGING BEDS & CURBS			2	4	5	4	5	4	4	2		
TURF FERTILIZATION & WEED CONTROL	1		1		1		1		1		1	
LOWERING OF WARM SEASON TURF GRASS			1									
AERATION & OVERSEEDING									1			
GENERAL MAINTENANCE												
LEAF REMOVAL										1	4	3
TRASH & DEBRIS REMOVAL	5	4	5	4	5	4	5	4	4	5	4	3
BLOWING DRIVEWAYS, PATIOS AND WALKS.	2	3	5	4	5	4	5	4	4	5	4	3
IRRIGATION SERVICES												
SPRING START UP BY CERTIFIED TECHNICIAN			1									
MONITOR SYSTEM WEEKLY			2	4	5	4	5	4	4	5	4	
WINTERIZATION BY CERTIFIED TECHNICIAN												1
PINE STRAW												
PINE STRAW INSTALLATION / WINTER	1											
PINE STRAW INSTALLATION / SUMMER							1					
BED-LINE TRENCHING & DEFINITION	1											
SEASONAL COLOR												
SPRING INSTALLATION & MAINTENANCE				1	2	2	2	2				
FALL INSTALLATION & MAINTENANCE	2	2	2							1	2	2

ESTIMATED ANNUAL LABOR BUDGET

City of Alpharetta - Level 1 Annual Labor Budget

Maintenance	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
MOW 36 " Warm			0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1			0.9
MOW 48 " Warm			18.7	18.7	18.7	18.7	18.7	18.7	18.7	18.7			149.9
MOW 60 " Warm			5.9	5.9	5.9	5.9	5.9	5.9	5.9	5.9			47.3
Scalp			22.7										22.7
Edging Curb and Bedlines			43.6	43.6	43.6	43.6	43.6	43.6	43.6	43.6			348.5
Hand Weed	10.3	15.5	15.5	82.7	87.9	72.4	62.0	62.0	56.8	31.0	10.3	10.3	516.8
Chemical Weed Control	14.6	14.6	14.6	73.9	73.9	58.9	58.9	58.9	58.9	29.7	14.6	14.6	485.9
Ground Cover				0.3	0.3	0.3	0.3	0.3	0.3				2.0
Weed-eating			21.3	21.3	21.3	21.3	21.3	21.3	21.3	21.3			170.8
Pruning - Growth				271.9	271.9	271.9	271.9	271.9	271.9				1631.5
Pruning - Dormant	146.6	146.6	146.6									48.9	488.8
Spot Blowing	65.3	65.3	65.3										196.0
Leaf Removal	72.0										144.0	144.0	360.0
Fire Ant Control					0.5	0.5	0.5	0.5	0.5	0.5			3.0
Cleanup			153.0	153.0	153.0	153.0	153.0	153.0	153.0	153.0			1224.0
Travel	19.6	19.6	19.6	24.5	24.5	19.6	19.6	19.6	24.5	19.6	24.5	19.6	255.0
Monthly Hours	328.5	261.7	527.0	695.9	701.6	666.2	655.8	655.8	655.5	323.4	193.4	237.4	5902.4
Weekly Hours	75.9	60.4	121.7	160.7	162.9	153.9	151.5	151.5	151.4	74.7	44.7	54.8	
Retention Pond Maint			20.0		20.0		20.0		20.0				80.0
Horticultural Program	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Turf Fertilizer Warm	10.3		10.3		10.3		10.3		10.3				51.7
Insect and Disease Control			18.2	18.2	18.2								54.7
Utilization- sub plus pre-em			21.1										21.1
	10.3	0.0	49.6	18.2	28.6	0.0	10.3	0.0	10.3	0.0	0.0	0.0	127.4
Seasonal Color	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Spring Installation				11.8									11.8
Spring Maintenance				4.5	4.5	4.5	4.5	4.5	4.5	4.5			31.8
Fall Installation										11.8			11.8
Fall Maintenance	2.4	2.4	2.4							2.4	2.4	2.4	14.2
	2.4	2.4	2.4	16.3	4.5	4.5	4.5	4.5	4.5	18.7	2.4	2.4	69.6
Total Job Hours -	341.2	264.1	579.0	730.5	734.7	670.7	670.7	660.4	670.4	342.1	195.8	239.8	6179.4



RESUMES AND REFERENCES FOR PROJECT TEAM FOR SIMILAR LANDSCAPE INSTALLATION/CONSTRUCTION WORK PERFORMED

City of Douglasville – I-20 & Fairburn Rd Interchange

Redevelopment of 4 interchange quadrants including heavy and fine grading, drainage work, installation of complete tree, shrub, and sod package, and watering to establishment.

Project duration - April 2020 to July 2020

AECOM - Mickey O'Brien –Urban Design/Landscape Architecture

Mickey.obrien@aecom.com

(678) 808-8884

Mayfair

New construction of landscape, hardscape, and irrigation package for new school

Project duration - April 2019 - August 2019

Webb Bridge and Morris Road Alpharetta

Whiting-Turner - Kyle Beasley

Kyle.beasley@whiting-turner.com

Zoo Atlanta Elephant Complex

Landscape construction of new elephant complex.

Project duration – May of 2020 – September 2020

800 Cherokee Ave SE, Atlanta, GA 30315

Winter Construction - Drew Clayton

dclayton@winter-construction.com

The Exchange

Landscape, hardscape, and irrigation construction for 125 acre retail site.

Project duration – April 2021 – Present

2529 Buford Dr, Buford, GA 30519

Fuqua Development – Pat Wilson

pat.wilson@wilson@fuquadev.com



MEANS AND METHODS FOR PROVIDING LANDSCAPE INSTALLATION/CONSTRUCTION SERVICES

The Russell Landscape construction team is populated with experts in their fields focused solely on large scale and/or highly detailed landscape construction projects. Each discipline, landscape, hardscape, and irrigation and their crews are staffed and managed separately. Our capabilities include the following:

- Project management
- Landscape installation
- Irrigation installation
- Wall construction
- Drainage
- Value engineering
- Hardscape installation
- Pools and water features
- Hydroseeding
- Low voltage lighting

Prior to beginning any awarded construction project Russell Landscape performs a rigorous list of preconstruction activities designed to ensure each project goes smoothly, keeps the customer's expectations in focus, and eliminate as many surprises as possible. This process always begins with a preconstruction meeting with the customer and installation team to ensure we are clear on the project intent, vision and the goals to be goals met. This meeting will typically begin in an office environment and complete after a site visit. The following are covered in this meeting.

- Plan review
- Worksite boundaries and verification
- Potential substitutions due to availability or known performance issues with certain plant material
- Potential challenges with the project
- Logistics regarding staging, parking, deliveries, etcetera
- Schedule and deadlines

Internally as we prepare to begin work, the following are put in motion and verified prior to mobilization:

- Permitting & code compliance
- Utility locating
- Lane closures & traffic control
- Erosion control
- Tree tagging and boulder selection
- Material delivery and availability
- Planting and bed line painting and layout for approval

After completion of the above protocols, projects of the magnitude described in the RFP will begin with spray out, grading, and removal of any existing vegetation using excavators, bobcats, spray rigs, and hand labor as conditions dictate. Root barrier will then be installed using a GeoRipper mini trencher to ensure no damage is done to existing hardscapes. While root barrier is being installed tree holes will be hand dug and have amendments added before having trees placed with a bobcat, backfilled, staked, and watered with our truck mounted 600 gallon tank. Boulders will be hand dug in and set with a bobcat once tree planting is complete. The 7 and 3 gallon and ground cover material layout will painted on the ground and holes will then be auger dug and amendments and material installed by hand and watered in. The entire job site will then be dressed with the specified mulch. We would expect a job of this size, without weather interruptions, to be completed in approximately two to three months using teams of 3-6 working daily.

ABOUT OUR TEAM

Matt Doster is our Vice President of Landscape Construction and will handle the management and implementation of any large scale enhancements the city elects to undergo. He has 23 proven years in the landscape industry, is an Atlanta native and holds a Horticulture degree from Gwinnett Technical College. After selling the landscape company he founded in high school, his focus has been 100% commercial since. He joined the Russell Landscape team in 2016 and is now our resident expert in all areas of construction including planting, hardscapes, irrigation, low voltage lighting, and just about any challenge we have run across. He's been involved in many recent high profile jobs including the City of Atlanta Gateway, the Atlanta Zoo elephant enclosure, the Cherokee Country Club renovation, and Six Flags & Riverside & I-20 interchanges just to name a few. Matt can be reached via email at MattD@RussellLandscape.com or cell phone at 678-618-0023

Rafael Cruz, Chief Estimator and Preconstruction Director for Russell Landscape, has over 30 years of experience in the construction field. Rafael is a native of Puerto Rico, holds a Bachelor of Science in Civil Engineering from the University of Puerto Rico, is a licensed Civil Engineer, and a licensed General Contractor. After earning two bronze stars during his career in the United States Army as an Airborne Ranger, Rafael immersed himself in the construction field and spent the next 14 years honing his skills as a general contractor before shifting his focus to landscape, irrigation, hardscape, and water feature construction. Since that time, he has estimated, managed, and built over 300 million dollars of projects across the southeast. Rafael is available via email at RafaelC@RussellLandscape.com or cell phone at 470-529-6887.

Ryan Nunnally, Superintendent, will be handling the day to day management of any projects the city intends to undergo. Ryan joined the Russell Landscape team 7 years ago and has worked in the commercial landscape installation industry for over 20 years and is well versed in all aspects of landscape management. Ryan's positive, get it done attitude, commitment to perfection, and respect of the teams he manages consistently ensures a smooth project, and on time delivery. Ryan can be reached via email at RyanN@RussellLandscape.com or cell phone at 770-312-4573.



September 30, 2021

RE: City of Alpharetta – RFP 22-105 - City-Wide Landscape Maintenance of LEVEL 2 Right-of-Way and Facilities; On-Call Landscape Installation and Construction Services

As landscape service provider for The City of Alpharetta, Russell Landscape's primary objective will be to enhance the experience of all those who visit the city through sound economical delivery of landscape management services and to ensure all residents, guests, and employees return home safely every day. We are well versed in working on these high profile sites, clear of the level of expectation, and capable of delivering it. Working in concert with the City of Alpharetta team to manage and enhance the grounds through a systematic phased approach will be a principle focus for Russell Landscape. We have provided a general outline of our operational plan and would welcome an opportunity to discuss.

Clear communication will be key in the day to day management and continual improvement of the city's landscapes. Our dedicated account manager will conduct monthly evaluations of each location, noting any unique landscape maintenance items for completion over the next month as well as any issues with structures, safety, lighting, parking, or anything of note management should be aware of. Any issues will be communicated to management as needed. These evaluations will be key in driving the quality and continual improvement of the grounds as well as addressing concerns in a timely manner.

As one of the largest commercial landscape companies in the southeast, we have a vast amount of support available beyond the crews dedicated to the management of the City of Alpharetta's grounds. In the unusual event of severe storm, surprise events, or other unknown need, our staff of over 600 will always be available to get across whatever finish line presents itself. With all the daily challenges management of the city presents, you can feel confident Russell Landscape will take ownership your grounds as our own. We would be honored to be your partner.

Truly,

John Wetherald
Director of Business Development
4300 Woodward Way, Sugar Hill, GA 30518
404-520-7903
John@RussellLandscape.com

COMPANY HISTORY

Founded in 1987 by Dr. W.E. "Bill" Russell, Russell Landscape is a family owned and managed commercial landscape company. Based in Sugar Hill, Georgia, it has grown to be one of the largest landscape firms in the southeast. Russell Landscape is capable of successfully managing any job of any size and offers a complete scope of diverse landscape services catering to commercial buildings, municipalities, retail centers, schools, homeowners associations, and townhome and condominium communities. These services include landscape design and installation, hardscapes, irrigation, maintenance, chemical, and technical services. Russell Landscape has received numerous awards from the Urban Agriculture Council for projects both installed and maintained. The company has consistently been listed in the Business Chronicle's best commercial landscape contractors for more than 20 years and is also listed in the Top 60 landscape contractors in the country. Russell Landscape has been fortunate enough to provide maintenance and installation services to numerous municipalities and community improvement districts throughout metro Atlanta including the City of Alpharetta, the City of Lawrenceville, the City of Chamblee, the City of Atlanta, the City of Snellville, the North Fulton CID, the Cumberland CID, the Gwinnett Place CID, the Metro South CID, and the Sugarloaf CID, to name a few.

Russell Landscape produced approximately 43 million dollars in annual landscape revenues in 2020 while providing landscape services to over 1,400 properties. At Russell, we take pride in our work and are committed to providing our customers the highest level of professional, personalized services, available in the industry. Our goal is to create a memorable and impactful environment for all users while ensuring minimal disturbance to neighbors and distraction to our customers. Russell Landscape's vast support system is populated with highly educated and trained landscape professionals specializing in each facet of our business. The company has four local branch locations; Sugar Hill, Mableton, Canton, and our "mega" Atlanta branch located in Doraville, so ample support is available in the event it is needed. We take great pride in the people that represent our company and the over 600 Russell Landscape employees have the full support of one of the south's largest locally owned landscape contractors. The company, its ownership, and team of employees have always strived to be good stewards to the community and the environment. Each year Russell Landscape donates a great deal of time and resources to raise funds for different sectors of the community. The company is also highly focused on issues relating to clean water, conservation, and the protection of our environment. We are involved with the U.S. Green Building Council, Urban Agriculture Council, various Water Councils, and the Clean and Beautiful Campaigns. Our ownership and executive team believe these initiatives and affiliations help create a specific company culture in which every employee strives toward the same goal, which translates to delivery of the highest level of service available in the industry.



September 29, 2021

City of Alpharetta
2 Park Plaza
Alpharetta, GA 30009

Re: RFP No. 22-105; City Wide Landscape Maintenance of Level 2 Right of Way and Facilities;
On Call Landscape Installation and Construction Services

Statement of Bonding Position for Russell Landscape, LLC

To Whom it May Concern:

We are pleased to confirm that The Yates Insurance Agency currently handles the contract bonding requirements of Russell Landscape LLC, through Capitol Indemnity Corporation which carries an A. M. Best's Rating of A 8 and is listed on the U. S. Treasury Department Circular 570 as an approved surety on Federal projects.

We are currently in a position to provide Bid, Performance, and Payment Bonds for Russell Landscape LLC for single projects in the \$3,000,000 range with an aggregate work program in the \$5,000,000 range. Special acceptance for higher levels could be considered upon submission of job details. Any bonds issued would, of course, be subject to our normal underwriting review and approval of the contract documents, bond forms, terms of project financing and other underwriting factors at the time a bond is actually requested. The bond rate is \$14 per \$1000.

The Yates Insurance Agency has handled contractors bonding and insurance since 1949 and is proud to provide bonding for Russell Landscape LLC. With several hundred bonded and insured contractors, it is our assessment that Russell Landscape Tennessee LLC is well equipped, highly experienced, and properly financed and we can provide our full recommendation to any prospective project owners.

If we can be of any further assistance, please feel free to contact us at 404-633-4321.

Regards,

YATES INSURANCE AGENCY

A handwritten signature in blue ink, appearing to read "Daniel Yates", written over a light blue horizontal line.

Daniel Yates



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2021

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 Yates Insurance Agency 2800 Century Parkway NE Suite 300 Atlanta GA 30345	CONTACT NAME: PHONE (A/C, No, Ext): 404-633-4321 E-MAIL ADDRESS: certs@yatesins.com FAX (A/C, No): 404-633-1312
INSURED Russell Landscape, LLC 4300 Woodward Way Sugar Hill GA 30518	INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic Insurance Company INSURER B: Nautilus Insurance Company INSURER C: Amerisure Insurance Company INSURER D: Amerisure Mutual Insurance Company INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1848602786**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			CPP21180010001	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CA 21180000001	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CU21180020002	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MWC31401321	7/1/2021	7/1/2022	☒ 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
B	Professional Liability			CPP202453614	7/1/2021	7/1/2022	\$1,000,000 Occ
B	Pollution Liability			CPP202453614	7/1/2021	7/1/2022	\$1,000,000 Occ
C	Leased/Rented Equipment			CPP21180010001	7/1/2021	7/1/2022	\$1,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Subject to policy terms, conditions, forms and exclusions, the insurance coverage afforded by the policies above include the following when required by written contract for the certificate holder and/or entities listed below: Blanket Additional Insured in regards to General Liability for ongoing and completed operations, Leased/Rented Equipment, Owner, Lessor or Manager of Premises, Automobile Liability and Umbrella Liability; Blanket Primary & Noncontributory in regards to General Liability, Automobile Liability and Umbrella Liability; Blanket Waiver of Subrogation in regards to General Liability, Automobile Liability, Workers Compensation and Umbrella Liability. Per Project Aggregate and Per Location Aggregate applies to the General Liability.

FORMS:
CG7048 10/15 – Contractor's Blanket Additional Insured Endorsement – Form A
See Attached...

CERTIFICATE HOLDER**CANCELLATION******For Information Only****

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Yates Insurance Agency		NAMED INSURED Russell Landscape, LLC 4300 Woodward Way Sugar Hill GA 30518
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

CG7049 04/17 – Contractors General Liability Extension Endorsement
CA7115 11/09 – Advantage Commercial Automobile Broad Form Endorsement
CA7165 09/11 - Designated Insured-Primary Non-Contributory Coverage When Required by Insured Contract or Cert
CUDS7102 04/14 - Schedule of Underlying Insurance
CU7467 11/07 - Blanket Additional Insured - Primary/Non-Contributory Coverage
CU2403 09/00 - Waiver Of Transfer Of Rights Of Recovery Against Others To Us
WC000313 04/84 - Waiver of Our Right to Recover from Others Endorsement



RESUMES AND REFERENCES FOR PROJECT TEAM FOR SIMILAR LANDSCAPE MAINTENANCE WORK PERFORMED

City of Lawrenceville

Approximately 65 acres of managed landscape area including facilities, medians, and right of way.

Service time: 2014 – Present

70 S Clayton Street, Lawrenceville, GA, 30046

Barry Mock, Assistant City Manager

Barry.Mock@lawrencevillega.org

770-277-7532

City of Chamblee

Approximately 65 acres of managed landscape area including facilities, medians, and right of way.

Service time: 2018 – Present

5468 Peachtree Rd, Chamblee, GA 30341

Courtney Frisch – Assistant Director of Public Works

cfrisch@chambleega.gov

470-395-2369

City of Alpharetta

Approximately 40 acres of managed landscape area including interchanges, medians, and right of way.

Service time: 2013 - Present

11605 Haynes Bridge Road, Suite 100; Alpharetta, GA 30009

Will Eberly, Urban Forestry Manager

weberly@alpharetta.ga.us

678-297-6202

Gwinnett Place CID

Approximately 30 acres of managed landscape area including interchanges, medians, and right of way.

Service time: 2006 - Present

3700 Crestwood Parkway, Suite 680; Duluth, GA 30096

Joe Allen, Executive Director

jallen@gwinnettplace.com

678-924-8171



MEANS AND METHODS FOR PROVIDING LANDSCAPE MAINTENANCE SERVICES

OPERATIONAL PLAN

After carefully measuring all landscape areas that comprise the included scope for the City of Alpharetta grounds, Russell Landscape has determined the specific number of man hours required to maintain each individual area as well as all areas as whole. Each area was measured to determine the specific turf type and square footage, leaf and litter removal time, pruning time, mulch quantity, bed area square footage, and seasonal color square footage.

Russell Landscape will utilize one, four person maintenance crew operating in a 1 ton landscape truck to accomplish the bulk of the landscape management tasks in approximately three and a half, ten hour days. However, should additional support be required, supplemental crews will be available to address any additional requests or complete any service visit items that were not completed during the initial visit. Each crew will have a complete set of all necessary maintenance equipment; large mowers (walk behind), push mowers, metal blade edgers, string trimmers, blowers, and back pack sprayers, as well various hand tools such as any necessary pruning equipment, shovels, tarps, rakes, brooms, etc. Each truck will be equipped with all safety equipment necessary to safely perform work in these urban areas as well.

All herbicide applications shall be performed by the dedicated Russell Landscape horticulture department whose only focus is chemical management and plant health. These applications will be applied using our logoed spray vehicles and personnel applying both liquid and granular products at the proper rates per material label and under EPA guidelines and restrictions. Russell Landscape currently has 15 employees possessing licenses with the state of Georgia to apply pesticides, they are listed below, as well as the necessary licenses from the state to apply as a company.

All Russell Landscape service teams mentioned above will be under the direct supervision of an Account Manager. He will serve as the main point of contact as well as be responsible for the coordination of all activities of Russell Landscape employees managing landscapes for The City of Alpharetta. The Account Manager will in turn report to his Branch Manager, General Manager, and our Chief Operating Officer. This team of individuals will work seamlessly to ensure all quality expectations are being met and exceeded. Biographies are below.

TRANSITION PLAN:

First 30 Days:

- Conduct inspections of service location with the City of Alpharetta team. Provide typed results of inspection with items to address within the first 30 days by Russell's operational team. Ensure all have a clear understanding of the primary concerns and expectations to ensure site improvement from day one.
- Russell's irrigation team will conduct a complete evaluation of any existing irrigation systems, checking irrigation heads, valves, controllers, and settings. Check to ensure each controller has automatic rain sensors and zone separation. Note irrigation issues such as broken heads, electrical issues, broken lateral lines or main lines. Provide the City of Alpharetta team a detailed irrigation inspection report. Detailed irrigation mapping of the system showing main line shut offs, types of heads, zone coverage, and recommendations to improve/reduce water usage can be provided at an additional fee after system functionality has been restored.
- Obtain soil samples of turf from multiple areas for base line reading of pH and soil needs. Depending on soil test results update our recommended turf program for the coming year. Address any broad leaf weeds and grassy weeds in the turf and establish chemical plan based on existing stand of turf grass.
- Inspect planting beds, review mulching schedule, and address bare areas in the planting beds. Establish defined bed lines using bed line trencher and shovels incorporating all natural areas and bare spots due to tree cover or other natural cause. Identify/address unsightly plants-and make recommendations, remove dying or dead plants and develop a replacement plan for City of Alpharetta if desired.
- Seasonal color team to inspect all seasonal color beds, treat insect infested or diseased plants, apply fertilizer, and touch up with fresh mulch. Schedule a meeting with the City of Alpharetta team to discuss spring color designs and goals for the future.
- International Society of Arboriculture (ISA) Certified Arborist to conduct a tree inspection, note pruning requirements, insect disease or fertility issues, and make recommendations to address any safety issues. Insure we have building clearance and security lights are not being obstructed by tree limbs.
- Begin building Integrated Pest Management (IPM) program
- Provide City of Alpharetta leadership with our 24/7 contact information, including cell phone numbers and email addresses for contacting our managers in the event of an emergency.
- Take pictures of sites to document existing conditions and to demonstrate improvements moving forward

First 60 days:

- Conduct our 2nd inspection with City of Alpharetta team to review prior month's results and insure all items have been addressed. Provide a written report and grade the property from an overall impression to determine focus for next 30 days.
- Make recommendations with cost estimates for enhancements to City of Alpharetta's team for budgeting purposes specifically looking for security issues and visual improvement. Intent is to ensure the overall safety and curb appeal of the campus with an agreed plan for execution with the City of Alpharetta team.
- Follow up with our seasonal color designs for next scheduled color install. Seasonal color team to have completed several inspections and treatments by this point. Evaluate progress and make necessary changes in protocol to get results expected.
- Evaluate turf quality and plant health, related to fertility, insect and disease and overall plant vigor. Make necessary changes to plant healthcare program of Integrated Pest Management (IPM) strategy to maximize plant and turf vigor.
- Irrigation team to evaluate irrigation systems operational performance. Adjust systems operations based on input from maintenance team.

First 90 days:

- Conduct our 3rd inspection with the City of Alpharetta team, review previous property inspection to insure all items have been addressed. Provide property inspection report and grade the property assessment.
- Monitor success of IPM system and modify as needed to insure plant and turf vigor
- Seasonal color team to identify any beds in need of rework prior to next change out so we capture as part of the planting for next season

EQUIPMENT LIST:

- eXmark 60 inch walk-behind mowers
- eXmark 48 inch walk-behind mowers
- eXmark 21 inch push mowers
- Stihl backpack blowers
- Stihl backpack sprayers
- Stihl weed-eaters
- Stihl stick edgers
- Stihl hedge trimmers
- Stihl gas shears
- Stihl pole chainsaws
- Stihl 21" chainsaws
- Honda pressure washer
- Ventrac 4500 compact tractor
- Little Wonder street blower
- Isuzu 1-ton trucks with 600 gallon spray rigs
- Isuzu 1-ton equipment trucks
- Bed-trenching machine
- Assorted hand tools, shovels, rakes, ladders, etc.

PROPOSED PESTICIDES:

- Bayer - Round up
- Helena - Artavia
- Helena – Antes Pro
- Bayer – Celsius WG
- Precision Lab – Delux
- Helena – Dyne-Amic
- Helena – On Deck
- Winfield United – Preference
- Syngenta – Resolute 65WG
- Bayer – Specticide Flo
- Bayer – Tribute Total
- Prokoz – Vessel
- Helena – Coron
- Tessengerlo Kerley - KTS

RUSSELL LANDSCAPE GEORGIA PESTICIDE APPLICATOR LICENSE HOLDERS

- Teddy Russell
- Hugh Cooper
- Brandon Thomas
- Scott Scroggy
- John Oubre
- Wayne Mothershed
- Robert Stiles
- Wes Barrett
- Jai Means
- Josh Camp
- Byron Sturm
- Don Farr
- Eddie Murillo
- Doug Krause
- Josh Dodgen

ABOUT OUR TEAM

Hugh Cooper has been the Chief Operations Officer for Russell Landscape for 8 years and has been a leader in the landscape industry for nearly 30 years. He holds a Bachelor of Science in Landscape Architecture and a minor in Horticulture from the University of Georgia. He is a member of the Georgia Turfgrass Association, the Urban Agriculture Council, and the Georgia Community Association Institute. Hugh has spent his entire career managing ornamental landscape in the southeast and is a wealth of knowledge that will ensure no pest, disease, or fertility issues go untreated. Hugh will be integrally involved with the service and management of the City of Alpharetta grounds and is available via e-mail at HughC@RussellLandscape.com or cell phone at 678-537-1155

Brandon Thomas, Vice President of Customer Experience, has been a VP with our company since 2007 and has been a part of the Russell team since 2000. He holds a Bachelor of Science in Landscape Horticulture Degree from Auburn University, Class of 1999. He has over 20 years of experience in the landscape industry and is a Georgia Certified Landscape Professional and a Georgia Ornamental and Turf Category 24 license holder. He is also a member of the Georgia Turfgrass Association, the Urban Agriculture Council, and the Georgia Community Association Institute. Brandon will oversee the service and management of the City of Alpharetta grounds at the company leadership level and will be available via e-mail at BrandonT@RussellLandscape.com or cell phone at 770-391-8068.

Eddie Murillo, Assistant Branch Manager of our Atlanta branch, will be assisting in the management of the city of Alpharetta grounds. Eddie has nearly 20 years of construction and landscape experience and quickly rose through the ranks after starting on a maintenance crew in his early 20's. He methodically learned each aspect of our business from the ground up working on, and later running, crews in each specialty department to get a thorough understanding of the seasonal color, horticultural services, irrigation services, maintenance, and installation departments. Additionally, he is a category 24 pesticide application license holder. This dedication and experience have earned the respect of his peers and superiors and shaped him into the strong leader and customer service expert he is today. Eddie can be reached via email at EddieM@RussellLandscape.com or cell phone at 404-266-7370.

Sergio Cavallo, Account Manager in our Atlanta branch will be the main point of contact and manage the day to day operations for the city of Alpharetta. Sergio's first position in the landscape industry was as a laborer on a maintenance truck, but with 10 years of experience under his belt in the commercial landscape maintenance field, he has now been promoted through the ranks to the management position he holds today. His experience includes horticulture services, landscape installation, floriculture services, irrigation management, and commercial maintenance. Keeping the client's expectations at the center of his focus while always delivering a quality product has endeared him to his customers and entrenched him a true leader to his crews and peers. Sergio can be reached via email at SergioC@RussellLandscape.com or cell phone at 470-844-5519.

LANDSCAPE FREQUENCY CHART

PLANT CARE (TREES, SHRUBS AND GROUNDCOVER)	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
HAND PULLING OF WEEDS	5	4	5	4	5	4	5	4	4	5	4	3
BED PRE-EMERGENT APPLICATION		1										
INSECT & DISEASE CONTROL FOR TREES AND SHRUBS			1		1		1					
SLOW-RELEASE FERTILIZATION APPLICATION			1									
WEED CONTROL IN BED & HARDSCAPE AREAS	5	4	5	4	5	4	5	4	4	5	4	3
SHRUB PRUNING AND SHAPING				1	1	1	1	1	1			
WINTER PRUNING (CORRECTIVE PRUNING)	1	1	1									
PRUNING GROUNDCOVER AND PLANT SEPERATION	1	1			1	1	1	1	1			
LAWN CARE												
MOWING		1	2	3	5	4	5	4	4	2	1	
WEED EATING & STRING TRIMMING		1	2	3	5	4	5	4	4	2		
METAL BLADE EDGING BEDS & CURBS			2	4	5	4	5	4	4	2		
TURF FERTILIZATION & WEED CONTROL	1		1		1		1		1		1	
LOWERING OF WARM SEASON TURF GRASS			1									
AERATION & OVERSEEDING									1			
GENERAL MAINTENANCE												
LEAF REMOVAL										1	4	3
TRASH & DEBRIS REMOVAL	5	4	5	4	5	4	5	4	4	5	4	3
BLOWING DRIVEWAYS, PATIOS AND WALKS.	2	3	5	4	5	4	5	4	4	5	4	3
IRRIGATION SERVICES												
SPRING START UP BY CERTIFIED TECHNICIAN			1									
MONITOR SYSTEM WEEKLY			2	4	5	4	5	4	4	5	4	
WINTERIZATION BY CERTIFIED TECHNICIAN												1
PINE STRAW												
PINE STRAW INSTALLATION / WINTER	1											
PINE STRAW INSTALLATION / SUMMER							1					
BED-LINE TRENCHING & DEFINITION	1											
SEASONAL COLOR												
SPRING INSTALLATION & MAINTENANCE				1	2	2	2	2				
FALL INSTALLATION & MAINTENANCE	2	2	2							1	2	2

ESTIMATED ANNUAL LABOR BUDGET

City of Alpharetta - Level 2 Annual Labor Budget

Maintenance	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
MOW 48" Warm			5.6	5.6	5.6	5.6	5.6	5.6	5.6	5.6			44.9
MOW 48" Warm Untreated			13.9	13.9	13.9	13.9	13.9	13.9	13.9	13.9			110.9
Roadside Brush Control					29.7	29.7	29.7	29.7	29.7	29.7			178.8
Scalp			4.6										4.6
Edging Curb and Bedlines			83.0	83.0	83.0	83.0	83.0	83.0	83.0	83.0			664.0
Hand Weed	4.8	7.2	7.2	38.6	41.0	33.8	29.0	29.0	26.6	14.5	4.8	4.8	241.4
Chemical Weed Control	6.8	6.8	6.8	34.5	34.5	27.5	27.5	27.5	27.5	13.9	6.8	6.8	227.8
Ground Cover				0.5	0.5	0.5	0.5	0.5	0.5				3.0
Weed-eating			25.5	25.5	25.5	25.5	25.5	25.5	25.5	25.5			204.0
Pruning - Growth				60.9	60.9	60.9	60.9	60.9	60.9				365.3
Pruning - Dormant	36.8	36.8	36.8									12.3	122.6
Spot Blowing	124.1	124.1	124.1										372.4
Leaf Removal	72.0										144.0	144.0	360.0
Fire Ant Control					0.8	0.8	0.8	0.8	0.8	0.8			5.0
Cleanup			290.7	290.7	290.7	290.7	290.7	290.7	290.7	290.7			2325.6
Travel	11.8	11.8	11.8	14.7	14.7	11.8	11.8	11.8	14.7	11.8	14.7	11.8	153.8
Monthly Hours	256.4	186.8	616.1	567.9	606.8	583.6	578.8	578.8	579.3	489.3	170.3	179.7	5381.8
Weekly Hours	59.2	43.1	148.9	131.2	138.8	134.8	133.7	133.7	133.8	113.0	39.3	41.5	
Horticultural Program	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Turf Fertilizer Warm	3.5		3.5		3.5		3.5		3.5				17.3
Insect and Disease Control			8.5	8.5	8.5								25.6
Pruning - sub plus pre-em			9.9										9.9
	3.5	0.0	21.9	8.5	12.0	0.0	3.5	0.0	3.5	0.0	0.0	0.0	52.7
Total Job Hours -	259.8	186.8	631.9	576.5	612.8	583.6	582.3	578.8	582.8	489.3	170.3	179.7	5434.6



RESUMES AND REFERENCES FOR PROJECT TEAM FOR SIMILAR LANDSCAPE INSTALLATION/CONSTRUCTION WORK PERFORMED

City of Douglasville – I-20 & Fairburn Rd Interchange

Redevelopment of 4 interchange quadrants including heavy and fine grading, drainage work, installation of complete tree, shrub, and sod package, and watering to establishment.

Project duration - April 2020 to July 2020

AECOM - Mickey O'Brien –Urban Design/Landscape Architecture

Mickey.obrien@aecom.com

(678) 808-8884

Mayfair

New construction of landscape, hardscape, and irrigation package for new school

Project duration - April 2019 - August 2019

Webb Bridge and Morris Road Alpharetta

Whiting-Turner - Kyle Beasley

Kyle.beasley@whiting-turner.com

Zoo Atlanta Elephant Complex

Landscape construction of new elephant complex.

Project duration – May of 2020 – September 2020

800 Cherokee Ave SE, Atlanta, GA 30315

Winter Construction - Drew Clayton

dclayton@winter-construction.com

The Exchange

Landscape, hardscape, and irrigation construction for 125 acre retail site.

Project duration – April 2021 – Present

2529 Buford Dr, Buford, GA 30519

Fuqua Development – Pat Wilson

pat.wilson@wilson@fuquadev.com



MEANS AND METHODS FOR PROVIDING LANDSCAPE INSTALLATION/CONSTRUCTION SERVICES

The Russell Landscape construction team is populated with experts in their fields focused solely on large scale and/or highly detailed landscape construction projects. Each discipline, landscape, hardscape, and irrigation and their crews are staffed and managed separately. Our capabilities include the following:

- Project management
- Landscape installation
- Irrigation installation
- Wall construction
- Drainage
- Value engineering
- Hardscape installation
- Pools and water features
- Hydroseeding
- Low voltage lighting

Prior to beginning any awarded construction project Russell Landscape performs a rigorous list of preconstruction activities designed to ensure each project goes smoothly, keeps the customer's expectations in focus, and eliminate as many surprises as possible. This process always begins with a preconstruction meeting with the customer and installation team to ensure we are clear on the project intent, vision and the goals to be goals met. This meeting will typically begin in an office environment and complete after a site visit. The following are covered in this meeting.

- Plan review
- Worksite boundaries and verification
- Potential substitutions due to availability or known performance issues with certain plant material
- Potential challenges with the project
- Logistics regarding staging, parking, deliveries, etcetera
- Schedule and deadlines

Internally as we prepare to begin work, the following are put in motion and verified prior to mobilization:

- Permitting & code compliance
- Utility locating
- Lane closures & traffic control
- Erosion control
- Tree tagging and boulder selection
- Material delivery and availability
- Planting and bed line painting and layout for approval

After completion of the above protocols, projects of the magnitude described in the RFP will begin with spray out, grading, and removal of any existing vegetation using excavators, bobcats, spray rigs, and hand labor as conditions dictate. Median soil will be removed by hand in preparation of hand placed installation of the river rock to eliminate breakage. Sod areas will be grubbed and fine graded to prepare for sod installation. Ground cover material layout will be measured and painted on the ground and holes will then be auger dug and amendments and material installed by hand and watered in with our truck mounted 600 gallon tank. All planting areas will then have pine straw and mulch installed. Sod installation, rolling, and watering will be the final step prior to clean up. We would expect a job of this size, without weather interruptions, to be completed in approximately two to three weeks using teams of 3-6 working daily.

ABOUT OUR TEAM

Matt Doster is our Vice President of Landscape Construction and will handle the management and implementation of any large scale enhancements the city elects to undergo. He has 23 proven years in the landscape industry, is an Atlanta native and holds a Horticulture degree from Gwinnett Technical College. After selling the landscape company he founded in high school, his focus has been 100% commercial since. He joined the Russell Landscape team in 2016 and is now our resident expert in all areas of construction including planting, hardscapes, irrigation, low voltage lighting, and just about any challenge we have run across. He's been involved in many recent high profile jobs including the City of Atlanta Gateway, the Atlanta Zoo elephant enclosure, the Cherokee Country Club renovation, and Six Flags & Riverside & I-20 interchanges just to name a few. Matt can be reached via email at MattD@RussellLandscape.com or cell phone at 678-618-0023

Rafael Cruz, Chief Estimator and Preconstruction Director for Russell Landscape, has over 30 years of experience in the construction field. Rafael is a native of Puerto Rico, holds a Bachelor of Science in Civil Engineering from the University of Puerto Rico, is a licensed Civil Engineer, and a licensed General Contractor. After earning two bronze stars during his career in the United States Army as an Airborne Ranger, Rafael immersed himself in the construction field and spent the next 14 years honing his skills as a general contractor before shifting his focus to landscape, irrigation, hardscape, and water feature construction. Since that time, he has estimated, managed, and built over 300 million dollars of projects across the southeast. Rafael is available via email at RafaelC@RussellLandscape.com or cell phone at 470-529-6887.

Ryan Nunnally, Superintendent, will be handling the day to day management of any projects the city intends to undergo. Ryan joined the Russell Landscape team 7 years ago and has worked in the commercial landscape installation industry for over 20 years and is well versed in all aspects of landscape management. Ryan's positive, get it done attitude, commitment to perfection, and respect of the teams he manages consistently ensures a smooth project, and on time delivery. Ryan can be reached via email at RyanN@RussellLandscape.com or cell phone at 770-312-4573.



City Council Meeting & Public Hearing STAFF REPORT

Submitting Department: Community Development

Submitted By: Kathi Cook

Sponsored By:

Meeting Date: November 29, 2021

I. AGENDA ITEM TITLE: LAND AND WATER CONSERVATION FUND GRANT AWARD

II. RECOMMENDATION:

Approve the attached resolution accepting the Georgia Department of Natural Resources Land and Water Conservation Grant and authorizing the Mayor to execute all required documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY
OPRT. BUDGET: NO

TOTAL PROJECT COST: 500,000. MATCHING FUNDS ARE PROVIDED
THROUGH EXISTING ALPHALOOP APPROPRIATIONS (CAPITAL
PROJECT FUND, SERIES 2016 BOND FUND, TSPLOST 2, ETC.).

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
AlphaLoop Land and Water Conservation Grant (34041100-541420-C1712)	\$500,000

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
AlphaLoop Land and Water Conservation Grant (34041100-331350-C1712)	\$500,000

IV. REPORT IN BRIEF:

On October 5, 2020, Council approved Staff's request to seek funding through the GA Department of Natural Resources Land and Water Conservation Grant to assist with the construction of a portion of the Alpha Loop between Old Milton Parkway and Westside Parkway. The City's request was for the maximum amount of \$500,000, requiring a minimum \$500,000 local match.

The \$500,000 grant has been awarded, and a resolution now needs to be adopted accepting the grant and committing to the terms of the grant agreement.

V. ALTERNATIVES:

VI. ATTACHMENTS:

GA DNR LWCF Resolution, GaDNR AlphaLoop Notice of Award, Project Agreement 13-01042



RESOLUTION NO.

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY COUNCIL TO APPROVE THE CONTRACT FOR A STATE GRANT BETWEEN THE GEORGIA DEPARTMENT OF NATURAL RESOURCES AND THE CTY OF ALPHARETTA IN THE AMOUNT OF \$500,000.

WHEREAS, at the regular meeting of the City of Alpharetta, Georgia held on the 29th day of November 2021 a motion was made and duly seconded that the City of Alpharetta agrees to the terms of the contract for a state grant between the Georgia Department of Natural Resources and the City of Alpharetta for a grant of financial assistance to construct a portion of the Alpha Loop Trail System, and authorize the Mayor to execute said contract on behalf of the City of Alpharetta, and accept the grant provided for in said contract in the amount of \$500,000; and

NOW, THEREFORE BE IT RESOLVED by the City of Alpharetta of Fulton County, Georgia that the terms and conditions of the contract between the Georgia Department of Natural Resources and the City of Alpharetta are hereby agreed to, that the Mayor is authorized and empowered to execute said contract and any subsequent amendments thereto on behalf of the City of Alpharetta, and the grant provided for in said contract in the amount of \$500,000 is hereby accepted to be used under the terms and conditions of said contract, and that sufficient funds have been designated to assure the acquisition and/or development, operation and maintenance of the facilities and/or delivery of services as identified in said contract.

SO RESOLVED this 29th day of November 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:

Lauren Shapiro, City Clerk

Approved as to form and legal sufficiency:

Mike Stacy, City Attorney



GEORGIA

DEPARTMENT OF NATURAL RESOURCES
MARK WILLIAMS, COMMISSIONER

November 4, 2021

Mr. Jim Gilvin
Mayor, City of Alpharetta
2 Park Plaza
Alpharetta, Georgia 30009

RE: Land and Water Conservation Fund Grant
Project Name: Alpha Loop Trail
Project Number: P21AP12152/13-01042

Dear Mayor Gilvin:

We have received official notification from the U.S. Department of the Interior-National Park Service that your Land and Water Conservation Fund (LWCF) project has been approved. Attached is a copy of the project agreement containing the specific terms of the grant. After reviewing the grant agreement, please have the local governing body pass and certify a resolution accepting the terms of the grant, secure the appropriate signature on both copies of the agreement, and return both originals along with the resolution and certification to our office for processing. Upon full execution, an original will be returned to you for your files.

Prior to starting any portion of this LWCF project, someone from your office will need to attend a one-on-one fiscal work session via Zoom. Topics to be covered include grants management, record-keeping procedures, and compliance with state and federal guidelines. Please contact LaVern Turner to schedule your work session. She can be reached at Lavern.Turner@dnr.ga.gov or 404.463.8393.

We look forward to working closely with you and your staff to see this project come to fruition. If you should have any questions as we move through the grant process, please call me at 404.463.8629.

Sincerely,



Antoinette Norfleet
Grants Program Manager

Enclosure
cc: Kathi Cook

**DEPARTMENT OF NATURAL RESOURCES
LAND AND WATER CONSERVATION FUND PROJECT AGREEMENT**

Applicant (State Agency/City/County/Commission/Authority):	Project Number:
	LWCF(FBMS)
<i>City of Alpharetta</i>	<i>13-01042 (P21AP12152)</i>

Project Title:

Alpha Loop

Project Period: Date of Approval (defined as the date of signatures on the following page) -
December 31, 2023

Project Stage Covered by this Agreement: Entire Project

Project Scope (Description of Project):

This project consists of the new trail development of the Alpha Loop Section A, phase 2 to include new pedestrian bridge connection to existing concrete paths located in the City of Alpharetta, Fulton County Georgia.

By execution of this Project Agreement, the Applicant agrees to comply with the following regulations, policies, guidelines, and requirements, as applicable to this project:

1. Georgia Department of Natural Resources Land and Water Conservation Fund Project Agreement General Provisions (attached pages 3-16)
2. LWCF State Assistance Program Manual
3. Project Application and Attachments
4. 2 CFR Part 200
5. 36 CFR Part 59

Project Cost:

Grant Fund (LWCF) Amount	\$ 500,000.00
<u>Required match:</u>	<u>\$ 500,000.00</u>
Total project costs:	\$1,000,000.00

(Fund amount not to exceed 50% of Total)

DNR Form (January 2020)

The Department of Natural Resources, represented by the Commissioner of the Department of Natural Resources or his lawfully designated representative, and the Applicant named above hereinafter referred to as the Applicant, mutually agree to perform this Agreement in accordance with the Land and Water Conservation Fund Act, the LWCF State Assistance Program Manual, and the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, assurances, and certifications attached hereto or retained by the Applicant and hereby made a part hereof.

The Department of Natural Resources promises, in consideration of the promises made by the Applicant herein, to obligate to the Applicant the amount of money referred to above, and to tender to the Applicant that portion of the obligation which is required to pay the Department's share of the costs of the above project stage, based upon the above percentage of assistance. The Applicant hereby promises, in consideration of the promises made by the Department herein, to execute the project described above in accordance with the terms of this Agreement.

The following special project terms and conditions were added to this Agreement before it was signed by the parties hereto:

None

In witness whereof, the parties have executed this Agreement as of the date entered below.

STATE OF GEORGIA

CITY OF ALPHARETTA

By _____
(Signature)

By _____
(Signature)

Taylor Brown
State Liaison Officer

Name: Jim Gilvin
Title: Mayor

Date _____

Date _____
(Title)

**DEPARTMENT OF NATURAL RESOURCES
LAND AND WATER CONSERVATION FUND PROJECT AGREEMENT**

Applicant (State Agency/City/County/Commission/Authority):	Project Number:
	LWCF(FBMS)
<i>City of Alpharetta</i>	<i>13-01042 (P21AP12152)</i>

Project Title:

Alpha Loop

Project Period: Date of Approval (defined as the date of signatures on the following page) -
December 31, 2023

Project Stage Covered by this Agreement: Entire Project

Project Scope (Description of Project):

This project consists of the new trail development of the Alpha Loop Section A, phase 2 to include new pedestrian bridge connection to existing concrete paths located in the City of Alpharetta, Fulton County Georgia.

By execution of this Project Agreement, the Applicant agrees to comply with the following regulations, policies, guidelines, and requirements, as applicable to this project:

1. Georgia Department of Natural Resources Land and Water Conservation Fund Project Agreement General Provisions (attached pages 3-16)
2. LWCF State Assistance Program Manual
3. Project Application and Attachments
4. 2 CFR Part 200
5. 36 CFR Part 59

Project Cost:

Grant Fund (LWCF) Amount	\$ 500,000.00
<u>Required match:</u>	<u>\$ 500,000.00</u>
Total project costs:	\$1,000,000.00

(Fund amount not to exceed 50% of Total)

DNR Form (January 2020)

The Department of Natural Resources, represented by the Commissioner of the Department of Natural Resources or his lawfully designated representative, and the Applicant named above hereinafter referred to as the Applicant, mutually agree to perform this Agreement in accordance with the Land and Water Conservation Fund Act, the LWCF State Assistance Program Manual, and the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, assurances, and certifications attached hereto or retained by the Applicant and hereby made a part hereof.

The Department of Natural Resources promises, in consideration of the promises made by the Applicant herein, to obligate to the Applicant the amount of money referred to above, and to tender to the Applicant that portion of the obligation which is required to pay the Department's share of the costs of the above project stage, based upon the above percentage of assistance. The Applicant hereby promises, in consideration of the promises made by the Department herein, to execute the project described above in accordance with the terms of this Agreement.

The following special project terms and conditions were added to this Agreement before it was signed by the parties hereto:

None

In witness whereof, the parties have executed this Agreement as of the date entered below.

STATE OF GEORGIA

CITY OF ALPHARETTA

By _____
(Signature)

By _____
(Signature)

Taylor Brown
State Liaison Officer

Name: Jim Gilvin
Title: Mayor

Date _____

Date _____
(Title)



City Council Meeting & Public Hearing STAFF REPORT

Submitting Department: Community Development

Submitted By: Kathi Cook

Sponsored By:

Meeting Date: November 29, 2021

I. AGENDA ITEM TITLE: ALPHARETTA IMPACT FEE PROGRAM UPDATE

II. RECOMMENDATION:

Award Ross and Associates a single-source contract for the Alpharetta Impact Fee Program Update in an amount not to exceed \$69,500 and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: \$69,500

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Professional Services (Impact Fee Fund; 27074110-521200)	\$69,500

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
-	\$0.00

IV. REPORT IN BRIEF:

The Alpharetta Impact Fee Program is an effort to assign new development the proportional share of costs for capital improvements necessary to accommodate new growth. New developments are currently assessed impact fees for Parks, Public Safety, and Roads. The City last updated the Impact Fee Ordinance and Fee Schedule in September of 2015 in conjunction with the 2030 Comprehensive Land Use Plan update.

Alpharetta recently adopted the 2040 Comprehensive Plan and a Capital Improvement Element (CIE) defining anticipated growth and the capital investments necessary to accommodate new residents and businesses. Staff is recommending that an analysis be conducted as the basis for updating the Impact Fee Ordinance and Fee Schedule in order to incorporate current growth projections and related infrastructure improvement needs.

The Ross and Associates team prepared the previous update and is being recommended as a single-source vendor due to their unique knowledge of the current City Ordinance.

V. ALTERNATIVES:

VI. ATTACHMENTS:

1 Alpharetta Proposal Letter 11-5-21, 2 Alpharetta 2021 IF Scope 11-5-21

November 5, 2021

Eric Graves, P.E.
City of Alpharetta
Senior Engineer Development Service
2 Park Plaza
Alpharetta, Georgia 30009

RE: Alpharetta Impact Fee Program Update

Mr. Graves,

Thank you for the opportunity to propose consulting services to the City of Alpharetta regarding the preparation of a complete update of the City's Impact Fee Program.

Our services will include advice and assistance to the City in general, the preparation of an Impact Fee Methodology Report (including all impact fee calculations), a completely amended Capital Improvements Element, the preparation of a revised impact fee schedule, and a new Impact Fee Ordinance to replace the City's current three impact fee ordinances. The results of our proposed services will be the completion of an updated impact fee program for the City meeting all legal and administrative requirements. In addition, the amended CIE will conform to DCA requirements for inclusion in the City's Comprehensive Plan.

Our assistance would include the following items:

1. Review of and revisions to the public facilities projects in the current impact fee program, with specific attention to possible changes in any or all of the four public facility categories (Fire/EMS Protection, Police Services, Parks and Recreation, and Roads), and including any applicable updates to the projects and estimated costs in all of these public facility categories.
2. An updated Impact Fee Methodology Report will be prepared, including new impact fee calculations which will reflect any changes in the following areas:
 - a. Population, dwelling unit and employment projections to 2050 for the city;
 - b. Tax digest forecasts;
 - c. Project cost estimates and actual costs for completed projects;
 - d. Project 'start' dates;
 - e. Funding strategies, including funding from other sources (such as SPLOST); and,
 - f. The calculation of 'net present value' for any and all dollar amounts, reflecting the Consumer Price Index and ENR's Construction and Building Cost Indices.
3. Attendance at one City Council work session to review proposed changes to the Methodology Report, which then will be finalized reflecting their comments.
4. Preparation of an amended CIE based on the finalized Methodology Report.

5. Attendance at one public hearing before the City Council on transmittal of the amended CIE to ARC/DCA.
6. Review of and response to comments from DCA or the Atlanta Regional Commission (if any).
7. Preparation of an updated schedule of impact fees for incorporation into the Impact Fee Ordinance (including up to two meetings with the City Council).
8. Review and recommended changes to the Impact Fee Ordinance to be consistent with changes in the Georgia Law.
9. Attendance at two public hearings of the City Council to adopt the amended Impact Fee Ordinance (including one meeting to adopt the amended CIE).
10. Delivery of the final adopted version of the CIE, to be forwarded to ARC by City staff.
11. Such additional services that the City may specifically request.

Our compensation would be billed on a lump sum basis for items 1 through 10 above, at a total not to exceed \$69,500.¹ Additional services requested by the City under item 11, if any, would be invoiced on an hourly basis for professional and travel time plus reimbursement for the direct cost of normal and related expenditures at our standard hourly rates, as mutually agreeable between us at the time such additional services are requested. As an alternative, additional services may be negotiated on a lump sum basis at the County's option when appropriate to the work to be performed.

We understand that time is of the essence on this project. Assuming initiation of the project by December 1, the following is proposed as a "no later than" schedule. Whenever possible, the work will be expedited, but also relies on the timing of City Council meetings.

1. Project initiation and organization – December 1, 2021.
2. Work items 1 (data gathering), 2 (Methodology Report update) and 3 (work session) completed – February 2022. Note that data gathering relies heavily on City staff and data availability, which may create delays if not provided in a timely manner.
3. Work item 4 (updated CIE) – May.
4. Work item 5 (public hearing and transmittal of CIE) – May. Note that there is a built-in 60-day review period by ARC and DCA before the new CIE and Impact Fee Ordinance could be adopted. If the City holds a public hearing to authorize ARC/DCA review in May, the new fee schedule could be adopted in August.
5. Work item 6 (review and response to ARC/DCA comments), if any – June - July.
6. Work item 7 (updated Impact Fee Schedule) – by June. The updated Impact Fee Schedule would be completed while the amended CIE is under ARC/DCA review.
7. Work item 8 (Impact Fee Ordinance Revisions) – July.

¹ Bear in mind that the work described here can be recovered through a 'system improvements cost' surcharge included in the City's impact fee collections.

8. Work item 9 (adoption) -- Adoption of the final fee schedule and the amended Impact Fee Ordinance, including any required public hearings, would be scheduled by City staff such that the CIE Amendment and the Impact Fee Ordinance and Fee Schedule could be adopted at the same meeting (targeted for August).
9. Work item 10 (final delivery) – August 2022. The CIE Amendment will be finalized as adopted and delivered to the City for transmittal to ARC.

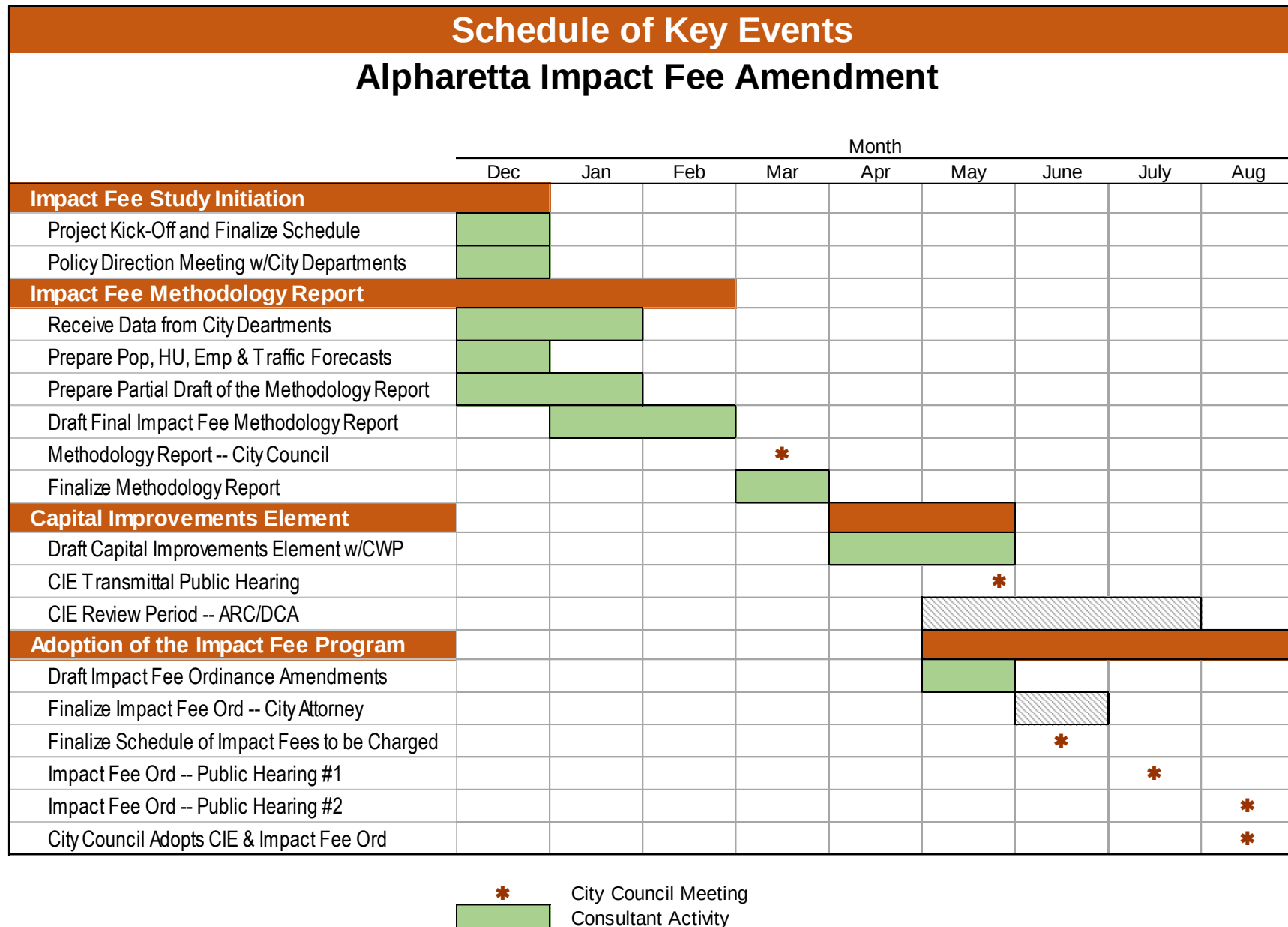
Under this schedule, the impact fee program can be updated and adopted within a 9-month time frame from authorization to proceed. This is an aggressive schedule, but doable because of our familiarity with the City and DCA requirements, and past experience in other jurisdictions.

We are prepared to move ahead on this proposal at the City's earliest convenience. We look forward to working with you, the City Council and the City Staff on this project.

Sincerely,

A handwritten signature in black ink, appearing to read 'W F Ross', with a stylized, cursive script.

William F. Ross



City of Alpharetta Impact Fee Program Update

Scope of Services

Our services will include advice and assistance to the City in general on impact fee matters, the preparation of an Impact Fee Methodology Report (including all impact fee calculations), a completely amended Capital Improvements Element, the preparation of a revised fee schedule, and a review of the Impact Fee Ordinance as to state law requirements and City requirements.

The results of our proposed services will be the completion of an updated impact fee program and fee schedule for the City meeting all legal and administrative requirements. In addition, the amended CIE will conform to DCA requirements for inclusion in the City's Comprehensive Plan.

Our assistance will include the following items:

Task 1: Project Initiation

- a. Review of and revisions to unfinished public facilities projects carried over from the current impact fee program, if any, with specific attention to possible changes to such projects (including any applicable updates to the projects' estimated costs) in any or all of the City's four public facility categories:
 - Fire/EMS Services,
 - Police Protection,
 - Parks and Recreation facilities, and
 - Road Improvements.
- b. Project cost estimates and start dates for impact fee eligible projects, determined in conjunction with City departmental estimates.

Budgeted capital projects, adopted Capital Improvement Plan project listings and departmental service plans/projections will be key inputs for the impact fee eligible project listing. All current cost estimates will be converted to Net Present Value (NPV) using average annual inflation rates (the CPI and Engineering News Record's BCI and CCI for building and other construction projects), discounted by the City's current investment interest rate.

Deliverables:

- Kick-off meeting with all affected departments regarding planned projects.

Task 2: Impact Fee Methodology Report

The preparation of a completely new Impact Fee Methodology Report addressing the City's four impact fee eligible public facility categories listed above, including new impact fee calculations, which will reflect the following:

Forecasts

- a. Population, dwelling unit and employment forecasts to 2040.

Depending on the type and quality of data available, this step may include preparation of trend analyses against historic annual population data for various time frames, prepared as 1st, 2nd and 3rd order regressions; a comparative analysis with ARC projections; and/or a "percentage-share" calculation based on Woods & Poole forecasts. Household and dwelling unit estimates will be based on available Census data, as will employment forecasts. The results will be presented in a Technical Appendix containing all pertinent calculations.

- b. Traffic generation.

Current and future traffic volumes generated by city residents and businesses will be calculated to determine new growth's share of road improvement costs. The calculations will be presented in a Technical Appendix to be attached to the Methodology Report.

- c. Tax digest or SPLOST revenue forecasts.

These will be needed to calculate credits for new development taxes attributable to impact fee projects, and will reflect average new house sales prices and per-employee nonresidential property values or new growth's share of future SPLOST collections, as applicable. The calculation of a credit against impact fees is needed to avoid potential situations of double taxation.

- d. Inflation factors.

Inflation factors to be used in Net Present Value calculations of future expenditures will be established, including the Engineering News Record's Atlanta area Building Construction Index for new buildings, ENR's Construction Index for other construction projects such as recreation facilities, and the CPI for non-construction items such as vehicles and library collection materials.

Level of Service (LOS) Standards.

- a. Current level of service.

- Current LOS will be calculated for fire services and police protection services based on the floor area of existing facilities and existing number of eligible vehicles serving the current day-night population. The existing LOS for parks & recreation will be based on the land

area in City parks and the number of recreation facilities, floor area or other pertinent measurement. For roads, trip generation calculations will determine the current LOS.

b. Future level of service.

- For all public facility categories, we will take into consideration planned improvements already approved or proposed, and extension of the current LOS to serve the future day-night population or dwelling units, as applicable.

c. Determination of the LOS standards to use.

The current, future or other LOS standards recommended will be a function of City policies and the most advantageous impact fee calculations themselves.

Funding Mechanisms

Funding from the General Fund and from other sources (such as SPLOST, bonds or short-term financing vehicles) will be considered to the extent that credits will have to be given to new growth to avoid double taxation issues.

Maximum Impact Fees

The maximum potential impact fee for each land use category is calculated to set the ceiling on fees that can be charged under the state law. The actual fees to be charged will be decided by the City Council as part of the Impact Fee Ordinance review/revision process.

Deliverables:

- Partial Draft of the Methodology Report focused on population, housing, employment and traffic projections; cost inflation factors; and introductory chapters.
- Methodology Report containing all forecasts, credit data and NPV components, impact fee calculations for each public facility category, a maximum fee schedule by land use category for each public facility category, a summary regarding the financial implications of the impact fee program, and comparisons between the current fees allowed and the maximum new fee calculations. Pertinent Technical Appendices will be attached.
- Briefing Paper summarizing the Methodology Report for public and City Council presentation.
- Attendance at one City Council work session to review the proposed Methodology Report, which then will be finalized reflecting City Council comments.

Task 3: Capital Improvements Element

- a. A new (amended) Capital Improvements Element (CIE) based on the finalized Methodology Report will be prepared. The CIE document will be drawn from those portions of the Methodology Report (with supplemental text added) that are required to be included by the Georgia Department of Community Affairs.
- b. Impact fee projects will be summarized in the CIE, and included in a Community Work Program format that will serve as an amendment to the full CWP in the Comprehensive Plan.

Deliverables:

- Amended Capital Improvements Element containing all data required by the Georgia Department of Community Affairs. Pertinent Technical Appendices will be included.
- Briefing Paper summarizing the Capital Improvements Element for public and City Council presentation.
- Attendance at the transmittal public hearing before the City Council regarding transmittal of the updated CIE to the Atlanta Regional Commission and DCA.
- Review of comments from DCA on the new CIE (if any) and appropriate responses.

Task 4: Adoption of the Updated Impact Fee Program

Adoption will involve the following:

- a. Ordinance Review.
Preparation of a review of the City's Impact Fee Ordinance and recommendations (if any) to assure conformance to the Georgia Development Impact Fee Law and issues raised by City staff.
- b. Commission Briefing.
Preparation of briefing materials as needed for discussions with the City Council members regarding appropriate levels of impact fees to be charged.
- c. Fee Schedule for Adoption.
Preparation of a new impact fee schedule as an amendment to the City's Impact Fee Ordinance.

Deliverables:

- Attendance at one City Council workshop or individual briefings to discuss the draft Impact Fee Ordinance and fee schedule.

- Attendance at one meeting of the City Council to adopt the amended CIE, Impact Fee Ordinance revisions if needed, and the new impact fee schedule.
- Delivery of the final adopted version of the CIE, to be forwarded to ARC by City staff.

Task 5: Continuing Services

Following adoption and implementation of the updated Impact Fee Program, ROSS+associates will stand ready to answer questions, provide explanations and otherwise provide continuing advice to the City as questions or issues arise for a period of one year at no cost to the City. This assistance will be advisory in nature and delivered by telephone or email as appropriate to the inquiry.



City Council Meeting & Public Hearing STAFF REPORT

Submitting Department: Recreation, Parks & Cultural Services

Submitted By: Morgan Rodgers

Sponsored By:

Meeting Date: November 29, 2021

I. AGENDA ITEM TITLE: RENEWAL OF MIRACLE LEAGUE FACILITY USE AGREEMENT

II. RECOMMENDATION:

Approve, as presented, the renewal of the Facility Use Agreement between the City of Alpharetta and the North Atlanta Miracle League thru December 31, 2042 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:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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IV. REPORT IN BRIEF:

In May, 2003, the City of Alpharetta and the North Metro Miracle League (NMML) entered into a Facility Use Agreement for certain facilities at the City's North Park. The North Metro Miracle League agreed to operate the City's adapted sports facility for the benefit of the community. The NMML has enjoyed tremendous success in offering many programs and services for those with disabilities and their families. This extension will allow the NMML to continue to offer these programs and services for the next 20 years.

The agreement, as presented, does include a clause allowing either party to terminate the agreement "without cause" with 90-day written notice to the other party.

V. ALTERNATIVES:

VI. ATTACHMENTS:

NMML Facility Use Agreement Renewal 11121, NMML facility use agreement through 2023

SECOND AMENDMENT TO FACILITY USE AGREEMENT

WHEREAS, the City of Alpharetta, Georgia (the “City”) and the North Metro Miracle League, Inc. (“NMML,” and with the City as the “Parties” and each a “Party”), entered into a Facility Use Agreement effective May 1, 2003 (the “Agreement”) pursuant to which the NMML operates the City’s adapted sports facility for the benefit of the community; and

WHEREAS, the Parties entered into the First Amendment to Facility Use Agreement (the “First Amendment”) extending the term of the Agreement through and including April 30, 2023; and

WHEREAS, the Parties believe it to be in the best interest of the Parties and the residents of the City to extend the term of the Agreement (the “Term”), as previously extended by the First Amendment, through and including December 31, 2042, and to modify certain other provisions of the Agreement, as previously modified by the First Amendment, as expressly set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Term of the Agreement, as previously extended by the First Amendment, is hereby extended through and including December 31, 2042 (the “Second Extended Term”).
2. The “without cause” termination provided for in Section 4 of the Agreement shall remain in effect, except that the prior written notice required for either Party to exercise such “without cause” termination shall be increased from thirty (30) days to ninety (90) days.
3. The City’s “for cause” termination options as provided for in Section 4 of the Agreement (including the requirement, in certain circumstances, that the City provide to NMML notice of a material breach and permit NMML a thirty (30) day period in which to cure such material breach) shall remain in effect, except that the Agreement, as further extended by this Second Amendment to Facility Use Agreement (the “Second Amendment”), shall also be terminable by the City “for cause,” with no notice to NMML or opportunity to cure provided, in the event that NMML engages in activities and/or conduct unbecoming to the City, or which may or does bring the City into ill repute, the occurrence of which shall be within the sole discretion of the City.
4. The Second Amended Term may be further extended only through the mutual, written agreement of the Parties. No modification, addition, or other change to the Agreement, as amended by the First Amendment and Second Amendment, shall be effective unless agreed to, in writing, by the Parties, and executed by the Parties in such manner as may be required under Georgia law or the Charter and Code of Ordinances of the City of Alpharetta to make such agreement enforceable.

5. All other rights and obligations of the Parties, as set forth in the Agreement or in the First Amendment, remain in full force and effect, as except as otherwise expressly modified in this Second Amendment.
6. The Agreement, as amended by the First Amendment and Second Amendment, constitute the entire agreement between the Parties as to the subject matter of the same.
7. This Second Amendment is not assignable by NMML except as may be agreed to by the City in writing.
8. This Second Amendment shall be interpreted, governed, and enforced in accordance with the laws of the State of Georgia, without regard to any conflicts of laws provisions. The exclusive forum for any dispute arising under the Agreement or this Second Amendment shall be the Superior Court of Fulton County, Georgia or the United States District Court, Northern District of Georgia, Atlanta Division.
9. This Second Amendment shall be considered effective as of the date fully executed by all Parties.

IN WITNESS WHEREOF, the Parties hereto have each caused this Second Amendment to be executed and delivered by a duly authorized officer, agent or official as of the date set forth below.

**NORTH METRO MIRACLE LEAGUE,
INC.**

CITY OF ALPHARETTA, GEORGIA

By: _____

By: _____

Jim Gilvin, Mayor

Name: _____

Date: _____

Date: _____

Approved as to form and legal sufficiency:

By: _____

Morgan Rodgers, Director

Michael D. Stacy, City Attorney

Date: _____

Date:

**FIRST AMENDMENT TO
FACILITY USE AGREEMENT**

WHEREAS, the City of Alpharetta, Georgia (the "City") and North Metro Miracle League, Inc. ("NMML") entered into that certain Facility Use Agreement effective May 1, 2003 (the "Agreement") pursuant to which NMML operates the City's adapted sports facility for the benefit of the community; and

WHEREAS, the term of the Agreement expires on April 30, 2013; and

WHEREAS, the City and NMML believe it to be in the best interest of the parties and the residents of the City to extend the Agreement through April 30, 2023.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The term of the Agreement is hereby extended through April 30, 2023; provided, however, that this Agreement is subject to early termination by either party upon at least ninety (90) days written notice.

2. Except as herein modified, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, NMML and the City have caused this Agreement to be executed in three (3) original counterparts as of the day and year first above written.

NORTH METRO MIRACLE LEAGUE, INC.

By: _____

Its: Barclay Durr

APPROVED AS TO FORM:

CITY OF ALPHARETTA, GEORGIA

C. Sam Thomas
C. Sam Thomas
City Attorney

By: _____

David C. Belle Isle
David C. Belle Isle
Mayor

FACILITY USE AGREEMENT

This Facility Use Agreement (the "Agreement") is made and entered into this 1st day of May, 2003, by and between the City of Alpharetta, Georgia (the "City") and the North Metro Miracle League, Inc. (NMML), a non-profit corporation (the "Association").

WHEREAS, the Association is a non-profit corporation organized for the purpose of establishing an adapted sports program in North Fulton County, including the development of an adapted sports facility easily accessible to children with disabilities

WHEREAS, the Association and the City have agreed upon the development of an adapted sports facility within the City's North Park designed to meet the needs of the North Metro Miracle League program as well as other recreational needs within the City; and

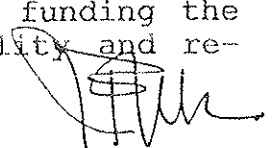
WHEREAS, the City has agreed to make a designated area within North Park available for the construction of the adapted sports facility, and the Association has agreed to fund the construction of the facility; and

WHEREAS, the Association has acknowledged and agreed that all plans for the construction of the facility are subject to review and approval through the City's standard plan review process; and

WHEREAS, the parties desire to enter into this Agreement to set forth the general terms and conditions pursuant to which the Association will use the facility for the North Metro Miracle League program;

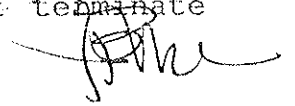
NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The City grants to the Association the right to construct an adapted sports facility and associated improvements within North Park at the area generally designated on the attached Exhibit "A". The plans for the construction of the facility and related improvements shall be subject to review and approval by the City. The Association shall be responsible for funding the construction. Upon completion, the facility and re-



lated improvements shall become the property of the City. Signage for the facility shall be subject to City approval, which approval shall not be unreasonably withheld.

2. The City grants the Association the right to use the adapted sports facility solely for the operation of the North Metro Miracle League program, including initially the operation of two (2) ten-week seasons per year, and with the opportunity, subject to City approval, to conduct additional programs. The Association shall operate the facility in accordance with the City's written policies and procedures for youth sports organizations operating on City property, and the City's park regulations, including any future amendments to those policies, procedures and regulations. The Association shall not discriminate or deny participation in the North Metro Miracle League program on the basis of race, color, natural origin, religion, sex, age or disability. The Association shall conduct all of its activities in accordance with applicable local, state and federal laws.
3. The City reserves the right to enter upon the facilities at any time to inspect the facilities or monitor the Association's compliance with this Agreement. The City reserves the right to use, or allow other organizations to use, the facilities when such facilities are not being used by the Association; provided, however, that the City shall take reasonable precautions to protect the special surface of the adapted sports facility.
4. The initial term of this Agreement shall be for ten (10) years. At any time during the term of this Agreement, the Association may terminate this Agreement by providing the City thirty (30) days prior written notice. At any time during the term of this Agreement, the City may terminate this Agreement upon thirty (30) days written notice to the Association if the Association has discontinued operation of the North Metro Miracle League program or if the Association has breached a material provision of this Agreement or the City's policies and procedures for the City's park/facility regulations. In the event of a material breach, the City shall provide the Association with written notice of the material breach and the action necessary to cure the breach. If the breach is cured to the satisfaction of the City within fifteen (15) days of the notice, then the City will not terminate

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the Agreement. However, if a subsequent material breach occurs, the City shall not be required to give notice and the City shall have the right to terminate this Agreement upon thirty (30) days written notice. Upon the termination of this Agreement for any reason, the facility and related improvements shall remain the sole property of the City, and the Association shall vacate the facility and not remove any improvements from the facility. This Agreement may be renewed or extended for such additional term or terms as the parties may hereinafter mutually agree.

5. The Association shall not cause or permit damage or injury to the facilities, and shall, promptly and without charge to the City, repair or replace, to the satisfaction of the City, any damage or injury done to the facilities occurring during the Association's operation of the facilities and the Miracle League program. No additional improvement or alteration of the facilities shall be undertaken by the Association without the written approval of the City.
6. The operation of the North Metro Miracle League program shall be at the risk of the Association, and the Association shall indemnify, save harmless and defend the City against any and all lawsuits, claims, demands, damages, liabilities, losses and expenses, including attorney's fees, that may arise, or be alleged to have arisen, out of or in connection with the Association's operation of the facilities and the Miracle League program. The Association shall maintain such insurance as may be reasonably necessary to protect the interest of the Association and the City from such risk. Nothing in this Agreement shall be deemed to constitute a waiver of the City's sovereign immunity, or to create rights in a third party. On an annual basis, and not less than thirty (30) days prior to scheduled activities, the Association shall provide the City with a Certificate of Insurance insuring the Association and the City from the risks associated with such activities.
7. The Association shall act as an independent contractor in connection with its operation of the North Metro Miracle League and the facilities. Nothing in, or done pursuant to, this Agreement shall be construed to (i) create the relationship of principle and agent, partners or joint venturers between the Association and the City, or (ii) create any relationship between the City

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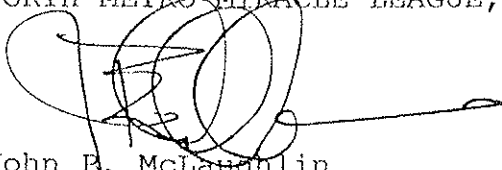
and any contractor, subcontractor or supplier of the Association.

8. No failure of the City to insist upon strict performance of any term or condition of this Agreement shall constitute a waiver of any right or remedy the City may have, and shall not be construed a waiver of any subsequent breach of this Agreement by the Association.
9. This Agreement and the rights of the parties hereunder shall be interpreted, governed and enforced in accordance with the laws of the State of Georgia.
10. This Agreement sets forth the entire agreement of the Association and the City with respect to the subject matter of this Agreement.
11. No modification, addition or other change to this Agreement shall be effective unless and until such change is reduced to writing and signed by both the Association and the City.
12. The rights of the Association under this Agreement are not assignable. The Association shall not have the right to assign or sublease the facility.

IN WITNESS WHEREOF, the Association and the City have caused this Agreement to be executed in three (3) original counterparts as of the day and year first above written.

NORTH METRO MIRACLE LEAGUE, INC.

By:


John R. McLaughlin
Executive Director NMML

CITY OF ALPHARETTA, GEORGIA

By:

 4/29/03
Arthur G. Letchas, Mayor

APPROVED AS TO FORM:


C. Sam Thomas, City Attorney

