



City Council Meeting FEBRUARY 21, 2022

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 2/7/2022)

B. Alcoholic Beverage License Applications

1. PH-22-AB-01 Nauti Dog Grill, LLC

d/b/a Nauti Dog Grill
10 North Broad Street
Alpharetta, GA 30009

Restaurant
Consumption on Premises
Liquor, Beer, Wine & Sunday Sales
Owners: Michael Doyle & Michele Doyle
Registered Agent: Michael Doyle

2. PH-22-AB-02 Tony's Sports Grill

d/b/a Tony's Sports Grill
7955 North Point Parkway
Alpharetta, GA 30022

Restaurant
Consumption on Premises
Liquor, Beer, Wine, Wine by Bottle for Off-Premises Consumption & Sunday Sales
Owner: Nader Mahroum
Registered Agent: Cabrini Mahroum

C. Approval of Mediated Settlement Agreement - Olivieri v. City of Alpharetta, et al.

V. BOARDS & COMMISSIONS APPOINTMENTS

A. Council Member Mitchell's Appointment

VI. PUBLIC HEARING

A. E-21-07 Wellstar Sign Exception

Consideration of a sign exception to allow additional wall signs and increase the height of

monument signs. The property is located at 2450 Old Milton Parkway and is legally described as being located in Land Lot 749, 1st District, 2nd Section, Fulton County, Georgia.

- B. CU-21-16 / V-21-34 / Custom Pools Atlanta / 711 Highway 9
Consideration of a conditional use and variance to allow a 'Contractor's Office with Outdoor Storage' for Custom Pools of Atlanta. Variances are requested to reduce an undisturbed buffer and allow an easement in a landscape strip. The property is located at 711 North Main Street (Highway 9) and is legally described as being located in Land Lot 1123, 2nd District, 2nd Section, Fulton County, Georgia.
- C. V-21-33 / Citgo 174 N Main Street Variance
DEFERRED: This item has been deferred by the applicant. The item will not be heard or considered during the February 21, 2022 City Council meeting.
Consideration of a variance to eliminate the 10' landscape strip along North Main Street. The property is located at 174 North Main Street and is legally described as being located in Land Lot 1252, 2nd District, 2nd Section, Fulton County, Georgia.

VII. SERVICE PROVIDER & PARTNERSHIP UPDATES

- A. Residential Curbside Waste And Recycling Service Delivery
- B. Tech Alpharetta Update by Karen Cashion, CEO

VIII. OLD BUSINESS

- A. PH-21-17 Unified Development Code (UDC) Text Amendments – Downtown Sign Code
Second Reading
Consideration of text amendments to the Unified Development Code (UDC) to add regulations for signage in the Downtown Overlay.
- B. Approval of Fiscal Year 2022 Mid-Year Budget Amendment - *Second Reading*

IX. NEW BUSINESS

- A. Stormwater Structure (MS4) Inventory Inspections
- B. MOU with North Fulton Community Improvement District - Alpha Loop Tunnel
- C. Contract for Wire & Wood (Talent Buying/Mgmt; Stage, Lighting & Sound)
- D. Windward LCI Application
- E. A Resolution Opposing HB 1093 and SB 494 and Opposing Limitations on a Municipality's Authority to Make Housing, Land Use and Zoning Decisions within a Local Government's Geographical Boundaries

X. PUBLIC COMMENT

XI. REPORTS

XII. ADJOURNMENT TO EXECUTIVE SESSION



City Council Meeting STAFF REPORT

Submitting Department: City Clerk

Submitted By: Lauren Shapiro

Sponsored By:

Meeting Date: February 21, 2022

I. AGENDA ITEM TITLE: COUNCIL MEETING MINUTES (MEETING OF 2/7/2022)

II. RECOMMENDATION:

Approve the City Council meeting minutes from February 7, 2022 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 February 7, 2022.

IV. ALTERNATIVES:

V. ATTACHMENTS:

CC Meeting Minutes 2.7.2022



City Council Meeting
FEBRUARY 7, 2022
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 Dan Merkel
 - Donald F. Mitchell
 - Douglas J. DeRito
 - John Hipes
 - Jason Binder
- Council Members Absent
 - Brian Will
- Staff
 - Bob Regus, City Administrator
 - Mike Stacy, City Attorney
 - James Drinkard, Asst. City Administrator
 - Kathi Cook, Director of Community Development and Economic Development
 - Tom Harris, Director of Finance
 - Trent Lindgren, Police Major
 - Morgan Rodgers, Director of Recreation, Parks & Cultural Services
 - Peter Sewczwicz, Director of Public Works

III. PLEDGE TO THE FLAG

IV. CONSENT AGENDA

A. Council Meeting Minutes (Meeting of 1/18/2022)

B. Alcoholic Beverage License Applications

1. PH-21-AB-39 SHFT NP, Inc.

d/b/a Food Terminal
6360 North Point Parkway
Alpharetta, GA 30022

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

Owner: Zhiwei Ewe
Registered Agent: Yixin Ewe

C. Financial Management Report: Month Ending December 31, 2021

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

V. BOARDS & COMMISSIONS APPOINTMENTS

A. Code Enforcement Board – Roger Bauer

- ❖ Mayor Gilvin announced his recommendation to appoint Roger Bauer to serve as a full member to the Code Enforcement Board and called for a vote by Council to approve.
 - The motion was approved unanimously (6-0).

B. Cultural Arts Commission – Alicia Burr

- ❖ Mayor Gilvin announced his recommendation to appoint Alicia Burr to serve as an alternate to the Cultural Arts Commission and called for a vote by Council to approve.
 - The motion was approved unanimously (6-0).

C. Cultural Arts Commission – Melody Cookson

- Mayor Gilvin announced that Council Member Will is appointing Melody Cookson to serve as a full member of the Cultural Arts Commission.

D. Natural Resources Commission – Ben Manley

- Mayor Gilvin announced that Council Member Will is reappointing Ben Manley to serve as a full member of the Natural Resources Commission.

VI. PUBLIC HEARING

A. Z-20-05 / CU-20-09 / V-20-14 Alcovy Condominiums 82/92 Thompson Street

WITHDRAWN: This item has been withdrawn by the Applicant and will not be heard by City Council. This item will not be heard or discussed during this evening's meeting.

Consideration of a rezoning from O-P (Office-Professional) and R-12 (Dwelling, 'For-Sale', Residential) to DT-LW (Downtown Live-Work) to allow for the construction of 10 'For-Sale' condominium units on 1.13 acres in the Downtown. A conditional use is requested to increase the residential density to 8.85 dwelling units per acre and a variance to allow a stream buffer encroachment. The property is located at 82 and 92 Thompson Street and is legally described as being located in Land Lot 748, 1st District, 2nd Section, Fulton County, Georgia.

VII. NEW BUSINESS

A. Approval of Fiscal Year 2022 Mid-Year Budget Amendment (First Reading)

- Director of Finance, Tom Harris, came forward to present this item.
- Staff is recommending that Mayor and Council approve the Fiscal Year 2022 Mid-Year Budget Amendment Ordinance.
- This is the second amendment to the budget. The purpose of the Fiscal Year (FY) 2022 Mid-Year Budget Amendment is to amend the base budget as adopted by City Council for targeted initiatives that have already occurred (e.g. during the first 7 months of the fiscal year) or are planned to occur before year-end.
- City Attorney, Mike Stacy, read the ordinance title aloud.

Public Comment:

- There were no public comments.
- ❖ Council Member Binder offered a motion to approve the Fiscal Year 2022 Mid-Year Budget Amendment Ordinance.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (6-0).

B. South Main Street LCI Supplemental Study Contract Award

- Director of Community and Economic Development, Kathi Cook, came forward to present this item.
- Staff is recommending that Mayor and Council award the South Main Street LCI Supplemental Study Contract Award to Kimley-Horn & Associates, Inc.
- On February 22, 2021, the Mayor and City Council authorized Staff to submit an application to the Atlanta Regional Commission's (ARC) Livable Centers Initiative (LCI) Program seeking grant funding for the South Main Street LCI Supplemental Study. ARC awarded the City \$160,000.00 to complete the Study, with the City committed to a 20% match in the amount of \$40,000.00.
- The goal of the South Main Street LCI Supplemental Study is to develop a plan to improve the South Main Street area including pedestrian, bicycle and transportation elements, and public space activation. With the involvement of community stakeholders in the study area, the study will evaluate and address a Community Vision, Area and Existing Plan Assessment, Economic and Development Strategy, Transportation Strategy, and Placemaking Strategy.
- The City issued the South Main Street LCI Supplemental Study RFP (#22-106) on September 16, 2021 with proposals due on October 21, 2021. Three (3) consultant teams responded to the RFP and all three (3) teams were shortlisted for interviews. Staff originally recommended the top scoring consultant team to be awarded the contract. However, that consultant team did not accept the terms of the contract. The Kimley-Horn consultant team was the 2nd highest scoring team, which combined the RFP response and interview. Staff recommends awarding the contract to Kimley-Horn & Associates, Inc.

Public Comment:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to approve the award of the South Main Street LCI Supplemental Study Contract Award to Kimley-Horn & Associates, Inc.
 - Council Member DeRito seconded the motion.

- The motion was approved unanimously (6-0).

C. Adoption of Bond Resolution and Award of Bonds

- Director of Finance, Tom Harris, came forward to present this item.
- Staff is recommending that Mayor and Council approve the resolution approving the sale of the general obligation bonds series 2022 and award the bonds.
- In November 2021, the voters of Alpharetta approved "not to exceed" \$29.5 million in general obligation bonds for the purpose of funding certain parks projects. A competitive sale of the bonds was held on Monday February 7th at 11:00 am. The winning bidder, Morgan Stanley, was selected based on the lowest interest cost to the City. The sale is expected to close on February 23rd.
- City Attorney, Mike Stacy, read the resolution aloud.

Public Comment:

- There were no public comments.
- ❖ Council Member Binder offered a motion to approve a Resolution Providing for (1) the Approval of the Sale of \$27,335,000 in Principal Amount of City of Alpharetta, Georgia General Obligation Bond, Series 2022; (2) the Approval of the Form of Such Bonds; (3) the Preparation of a Tax Digest and the Levy of a Tax to Pay the Principal of and Interest on the Bonds; (4) the Naming of a Authenticating Agent, Bond Registrar, Paying Agent and Construction Fund Custodian; (5) the Authorization of the Execution and Delivery of an Official Statement and Continuing Disclosure Agreement Relating to Such Bonds; (6) and for Other Purposes.
 - Council Member Mitchell seconded the motion.
 - The motion was approved unanimously (6-0).

VIII. WORKSHOP

A. Cumming Street Future Improvements

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- Cumming Street was part of the TSPLOST 2 referendum with estimated costs of \$10-12 million.
- During the January 2022 Council Retreat there was discussion about "connecting the gaps." There is approximately 2,700 linear feet in that area.
- An option is to have a 4-foot beauty strip and 8-foot sidewalk (this is what East of Main is doing), and if there is any future development along that corridor, they would follow the guidelines established by Community Development. This option would be about \$5 million.
- Staff is recommending (instead of designing the whole corridor) to include a 4-foot beauty strip and an 8-foot-wide sidewalk for the 2,700 linear feet that is missing. This is predominantly on the South side of Cumming Street. Currently there is no curb and gutter from Cricket Lane to the creek, which is part of the reason Staff is recommending the 4-foot beauty strip instead of 2 feet. In terms of cost, 95% will be for construction and 5% will be for design (will need design for the area over the creek). The design timeline will be hindered by the variables in the design process such as permits and variances that might be needed. Vehicle travel will be impacted by the construction, but Staff could plan the construction based on other GDOT construction. Staff can look into other street pedestrian lighting options for this area.

Public Comment:

- Jill Bernard (145 Cumming Street, Alpharetta, GA 30009) came forward to speak on this item.

B. Taste of Alpharetta Special Event: Highway 9 Road Closure

- Police Major, Trent Lindgren, came forward to present this item.
- Under the current event layout, vehicles are traveling North and South bound on Highway 9 right through the center of the event. Our concern is always going to be the pedestrian safety downtown during events.
- Closure will allow us to put hard closures at the intersection of Old Milton Parkway and Highway 9 and also at the intersection of Academy Street and Highway 9. There will be access on Academy Street and Haynes Bridge Road, but traffic will be redirected. This will broaden the footprint for events and also protect pedestrians in the area.
- A hard closure will allow officers to be active in other areas if needed, as opposed to standing at intersections manually signaling and directing traffic.
- It would be a good idea to reach out to businesses inside the closed zone to address any concerns those businesses may have.
- Signage and soft closures (cop car with officer) will assist with directing participants to parking. Staff should consider having additional signage throughout the City to direct traffic or announce/warn of upcoming road closures. There is tiered plan in place for first responders in the event of an emergency.

C. Priorities for Wills Park Bond Items

- Director of Recreation, Parks & Cultural Services, Morgan Rodgers, came forward to present this item.
- Wills Park has 11 vehicular entrances.
- List of Priorities:
 - Two (2) Gateway Entrances (Corner of Old Milton and Wills Road and Wills Road and Roswell Street): Steve Manley Designs created a design in 2019.
 - Connecting Spine: 10-12 foot trail through the park that connects the Gateway Entrances.
 - Wacky World Improvements: This park has outlived its life; this will be replaced with another community built playground and plan to keep a lot of the historical and personal elements of the current playground.
 - Wacky World Restrooms: The current restroom is servicing several locations in the park; it is overused; will increase 4 stalls to 10 stalls.
 - Waggy World Improvements: Dog park next to Community Center; this was built and nothing was implemented as far as drainage. We created a public input plan in 2020 and are going to increase the size, include water features, and update the drainage/stormwater.
- RFP for the above priorities will go out in February 2022, and plan to come back before City Council in April 2022 for awarding for design, then 12 to 15 months to design (with the

exception of Wacky World Restrooms and Wacky World Improvements – this will be designed by August 2022 with the idea of being under construction in January 2023).

- If there is money left in the bond, then the next objective would be to improve the Disc Golf Course and enhance parking areas.

IX. PUBLIC COMMENT

A. There were no public comments.

X. REPORTS

A. There were no reports.

XI. ADJOURNMENT TO EXECUTIVE SESSION

- ❖ Council Member Hipes offered a motion to adjourn to executive session.
 - Council Member Mitchell seconded the motion.
 - The motion was approved unanimously (6-0).
- Mayor Gilvin adjourned the meeting at 7:40 p.m.

Respectfully submitted,



Lauren Shapiro, City Clerk



City Council Meeting STAFF REPORT

Submitting Department: City Clerk

Submitted By: Lauren Shapiro

Sponsored By:

Meeting Date: February 21, 2022

I. AGENDA ITEM TITLE: ALCOHOLIC BEVERAGE LICENSE APPLICATIONS

1. PH-22-AB-01 Nauti Dog Grill, LLC

d/b/a Nauti Dog Grill

10 North Broad Street

Alpharetta, GA 30009

Restaurant

Consumption on Premises

Liquor, Beer, Wine & Sunday Sales

Owners: Michael Doyle & Michele Doyle

Registered Agent: Michael Doyle

2. PH-22-AB-02 Tony's Sports Grill

d/b/a Tony's Sports Grill

7955 North Point Parkway

Alpharetta, GA 30022

Restaurant

Consumption on Premises

Liquor, Beer, Wine, Wine by Bottle for Off-Premises Consumption & Sunday Sales

Owner: Nader Mahroum

Registered Agent: Cabrini Mahroum

II. RECOMMENDATION:

Approve the following alcoholic beverage license applications as part of the consent agenda:

1. PH-22-AB-01 Nauti Dog Grill, LLC, d/b/a Nauti Dog Grill, 10 North Broad Street, Alpharetta, GA 30009

2. PH-22-AB-01 Tony's Sports Grill, d/b/a Tony's Sports Grill, 7955 North Point Parkway, Alpharetta, GA 30022

III. REPORT IN BRIEF:

The above referenced Alcoholic Beverage License Applications were heard and considered during a virtual Alcohol License Public Hearing on Thursday, February 10, 2022.

There were no public comments during the hearing.

At the conclusion of the hearing, City Attorney, Mike Stacy, recommended approval and forwarded the above referenced application to City Council for final approval.

IV. ALTERNATIVES:

V. ATTACHMENTS:



ALCOHOL LICENSE PUBLIC HEARING

FEBRUARY 10, 2022

ALPHARETTA CITY CLERK'S OFFICE
VIRTUAL MEETING VIA ZOOM

CITY CLERK: LSHAPIRO@ALPHARETTA.GA.US
ASSISTANT CITY CLERK: KVANHORN@ALPHARETTA.GA.US

2:00 PM

I. VIRTUAL MEETING ZOOM LINK

The City of Alpharetta's Alcohol License Public Hearings are a virtual meeting via Zoom. The meeting begins at 2:00 p.m. on the day of the scheduled hearing. To join the meeting, please click on this link: <https://zoom.us>

Zoom Meeting ID: 950 7785 6929

II. CALL TO ORDER

- City Attorney Mike Stacy called the meeting to order at 2:02 p.m.

III. ROLL CALL

- Mike Stacy, City Attorney
- Lauren Shapiro, City Clerk
- Kiersten VanHorn, Assistant City Clerk
- Frank Jackson, Code Enforcement Officer
- Mindy Thompson, Sard & Leff, LLC representing Nauti Dog Grill
- Michael Doyle, Owner & Registered Agent of Nauti Dog Grill
- Elizabeth Mahoney, Sard & Leff, LLC representing Nauti Dog Grill
- Nader Mahroum, Owner of Tony's Sports Grill

IV. PUBLIC HEARING

A. PH-22-AB-01 Nauti Dog Grill, LLC
d/b/a Nauti Dog Grill
10 North Broad Street
Alpharetta, GA 30009

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

Owner: Michael Doyle & Michele Doyle
Registered Agent: Michael Doyle

- Mr. Michael Doyle of 3770 Schooner Ridge Rd, Alpharetta, GA 30005, is owner and registered agent of Nauti Dog Grill and was on the call. Mindy Thompson and Elizabeth Mahoney, both of Sard & Leff, LLC at 3789 Roswell Road Atlanta, GA 30342, were both on the call as legal counsel for Nauti Dog Grill.

- Mr. Doyle stated this is the first location for Nauti Dog Grill. This restaurant primarily serves hot dogs and other food and will include a full bar. He is also owner of Never Enough Thyme restaurant which serves alcohol and is located in City Center.
- They conduct new hire training to review regulations serving alcohol including ID checks and notifying their staff to obtain required pouring permits. Managers also refresh alcohol serving procedures with staff regularly.
- Mr. Doyle is aware he will need to obtain an alcohol license from the State of Georgia once he obtains an alcohol license from the City of Alpharetta.
- Mr. Doyle anticipates opening the restaurant within 2-3 weeks.
- Mr. Stacy recommended the application be approved. He advised the applicant that a representative will need to appear at the City Council meeting on Monday February 21, 2022 at 6:30 pm.

**B. PH-22-AB-02 Tony's Sports Grill, LLC
d/b/a Tony's Sports Grill
7955 North Point Parkway
Alpharetta, GA 30022**

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

**Owner: Nader Mahroum
Registered Agent: Cabrini Mahroum**

- Mr. Nader Mahroum of 5340 Chestnut Hill Road, Flowery Branch, GA 30542, is owner of Tony's Sports Grill and was present on the call.
- Mr. Mahroum described Tony's Sports Grill as an upscale restaurant and sports bar.
- Mr. Mahroum stated there are currently 5 other locations and he has been in the restaurant business for 30 years.
- Mr. Mahroum stated he is familiar with the alcohol ordinances and there is training in place for employees who serve alcohol. There are also meetings before shifts to review serving ordinances, training manuals at locations to educate employees and an emphasis that IDs are to always be checked even if guest appears to be of age.
- Mr. Mahroum acknowledged all servers are required to have pouring permits and that he is to acquire an alcohol license from the State of Georgia once he obtains his alcohol license in Alpharetta.
- Mr. Mahroum anticipates opening the restaurant as soon as he acquires his City of Alpharetta alcohol license and then his State of Georgia alcohol license.
- Mr. Stacy recommended the application be approved. He advised the applicant that a representative will need to appear at the City Council meeting on Monday February 21, 2022 at 6:30 pm.

V. PUBLIC COMMENT

- There were no public comments

VI. ADJOURNMENT

- City Attorney Mike Stacy adjourned the hearing at 2:13 p.m.

Respectfully submitted,

Kiersten VanHorn

Kiersten VanHorn, Assistant City Clerk



City Council Meeting STAFF REPORT

Submitting Department: Administration

Submitted By:

Sponsored By:

Meeting Date: February 21, 2022

I. AGENDA ITEM TITLE: APPROVAL OF MEDIATED SETTLEMENT AGREEMENT - OLIVIERI V. CITY OF ALPHARETTA, ET AL.

II. RECOMMENDATION:

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

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

V. ALTERNATIVES:

VI. ATTACHMENTS:



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT

SUBMITTED BY: KATHI COOK

DRAFTED BY: MICHAEL WOODMAN

I. AGENDA ITEM TITLE: E-21-07 WELLSTAR SIGN EXCEPTION

CITY COUNCIL: FEBRUARY 21, 2022

II. RECOMMENDATION:

Approve E-21-07 Wellstar Sign Exception, subject to the following conditions:

1. Wall sign location, number, and size shall be limited to the submitted plans, dated 10/25/21, except to comply with the conditions below and the Downtown Sign Code changes, as approved by Staff.
2. Wall signs on the north building elevation shall be removed as depicted on the submitted plans, dated 10/25/21.
3. Wall signs shall not have an internally illuminated sign face. Wall signs shall be reverse lit or externally illuminated, as approved by Staff.
4. Monument sign height shall be no greater than 8'. Monument signs shall be externally illuminated and in compliance with the Downtown Sign Code changes, as approved by Staff.
5. Landscaping at the corner of Old Milton Parkway and Park Street and at the base of the monument sign shall remain and shall be maintained by the property owner.
6. Property owner shall assess and replace dead, dying and missing landscaping.
7. Evergreen landscaping shall be added along the north property line where sparse, as approved by Staff.
8. Public access easement shall be dedicated over the sidewalk at the corner of Old Milton Parkway and Park Street.

III. REPORT IN BRIEF:

The applicant, Wellstar, is requesting consideration of a sign exception to allow additional wall signs and increase the height of a monument sign in the Downtown Overlay. The applicant proposes to aggregate allowable wall sign area and distribute to signs on the south and west building elevations. The subject property is located at 2450 Old Milton Parkway at the northwest corner of Old Milton Parkway and Park Street, which is the Wellstar medical office building.

DISCUSSION

The submitted request, if approved, would allow additional wall signs and an increase to monument sign height in the Downtown Overlay. The applicant proposes to aggregate allowable wall sign area and distribute to additional signs on the south and west building elevations. The subject property is located at 2450 Old Milton Parkway at the northwest corner of Old Milton Parkway and Park Street, which is the Wellstar medical office building.

The subject property is zoned MU (Mixed Use) subject to the Old Milton Holdings Master Plan and is developed with the 2-story, 40,000 square foot Wellstar medical office building. Surrounding properties are zoned MU to the north and east, O-P (Office-Professional) to the west and DT-LW (Downtown Live-Work) to the south. The Providence Group is constructing a townhome

development to the north, The Foundry is located to the east, an office building is located to the west and an undeveloped property approved for Northside Hospital is located to the south.

Wellstar received sign exception approval in 2018 allowing three (3) additional wall signs on the south, north and west building elevations. The allowable wall sign area was aggregated and distributed to the additional signs. Five (5) wall signs were approved with a total sign area of 206.18 square feet, which was 77 square feet, or 27%, less than allowed by the Sign Code.

WALL SIGNS

For a free-standing commercial establishment, the Sign Code allows one (1) wall sign per road frontage no greater than one square foot (1 SF) of area per one linear foot (1 LF) of frontage. The Wellstar building is 184 LF along Old Milton Parkway and 103.33 LF on Park Street. As shown in the table below, the applicant requests one (1) additional wall sign on the south elevation and one (1) wall sign on the west elevation. The two (2) walls previously approved on the north elevation will be removed. The overall sign area is 94.96 square feet, or 34%, less than allowed by the Sign Code. Wall signs are proposed to be internally illuminated, face lit lettering.

Elevation	Max #	# Requested	Max Sign Area	Requested Sign Area
South (Old Milton Parkway)	1*	2	156 SF	154.51 SF (107.81 SF previously approved)
North	0*	0 (2 removed)	24 SF	0 SF (74.37 SF previously approved)
East (Park Street)	1	0	103.33 SF	0 SF
West	0*	1	0 SF	33.86 SF (24 SF previously approved)
TOTAL	2	3	283.33 SF	188.37 SF (206.18 SF previously approved)

*Does not include 2018 sign exception approval. Previous sign exception allowed 2 wall signs on the south elevation, 2 on the north elevation and 1 on the west elevation.

MONUMENT SIGNS

In the Downtown Overlay, the Sign Code allows one (1) monument sign per road frontage no greater than six feet (6') in height with no more than thirty-two square feet (32 SF) of area. The applicant proposes to re-use the existing eight-foot (8') monument sign at the corner of Old Milton Parkway and Park Street, remove the existing eight-foot (8') monument sign on Park Street and replace the existing four-foot (4') secondary monument sign on Old Milton Parkway with an eight-foot (8') monument sign (see table below). The submitted sign details depict the monument signs to be externally illuminated.

Road Frontage	Max #	# Requested	Max Height	Height Requested	Max Sign Area	Requested Sign Area	Illumination
Old Milton Parkway	1	1	6'	8'	32 SF	28.66 SF	External
Park Street/Old Milton Parkway	1	1	6'	8' (existing)	32 SF	28.66 SF	External
Park Street	1	0 (existing to be removed)	6' (4' existing)	N/A	32 SF	N/A	N/A
TOTAL	3	2			96 SF	57.32 SF	

DOWNTOWN SIGN CODE CHANGES

The City is considering changes to the Sign Code specific to the Downtown Overlay. A Downtown Sign Committee consisting of DRB members, Staff and sign company professionals was established to research, review and recommend appropriate Downtown Sign regulations. As a result, text amendments to the Sign Code are proposed as it relates to signage in the Downtown Overlay. Amendments include, a prohibition on sign cabinets, prohibition on face illuminated signs, and design regulations applicable to external illumination, monument signs, wall signs, perpendicular or hanging signs and window signs.

EXCEPTION REQUIREMENTS

The City of Alpharetta Unified Development Code Article II, Section 4.5.4. outlines the criteria set forth for granting an exception to the sign regulations. The ordinance specifically states..."an exception may be granted upon a finding that":

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

Response: There are no exceptional conditions because of the size, shape or topography of the property. However, there are exceptional conditions pertaining to the use of the property, which is an urgent care providing emergency medical services for the public. In addition, the property is located on Old Milton Parkway, which has the highest speeds and is the largest road in the Downtown. The applicant's request would result in fewer wall signs and less overall sign area, which is more aesthetically pleasing. The proposed monument sign height does not exceed the height permitted outside the Downtown Overlay.

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

Response: The applicant's request would result in fewer wall signs and less overall sign area, which is more aesthetically pleasing. The proposed monument sign height does not exceed the height allowed in areas of the City outside of the Downtown Overlay.

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

Response: There are conditions that are peculiar to the use of the property, which is an urgent care providing emergency medical services for the public. In addition, the property is located on Old Milton Parkway, which has the highest speeds and is the largest road in the Downtown. The applicant's request would result in fewer wall signs and less overall sign area, which is more aesthetically pleasing. The proposed monument sign height does not exceed the height permitted outside the Downtown Overlay.

4. Relief, if granted, would not cause substantial detriment to the public good or impair the purpose and intent of the Ordinance.

Response: Granting the applicant's request would not cause substantial detriment to the public good or impair the purpose and intent of the Ordinance. The overall sign area is less than the maximum allowed by the Sign Code, the number of wall signs is less than previously granted

by the 2018 sign exception and the monument sign height does not exceed the height permitted outside the Downtown Overlay.

CONCURRENCES

Staff has reviewed the applicant's request against the review criteria for a sign exception. The applicant's use is an urgent care, which provides emergency medical services for the public. In addition, the property is located on Old Milton Parkway, which has the highest speeds and is the largest road in the Downtown. The request for additional wall signs does not exceed the previous sign exception granted for the Wellstar building and would result in fewer wall signs and less overall sign area. Smaller signs will be more aesthetically pleasing than one (1) large wall sign. The request to increase monument sign height does not exceed the height permitted outside the Downtown Overlay. If approved, conditions are recommended limiting wall sign illumination to reverse lit or external illumination.

CITIZEN PARTICIPATION PLAN

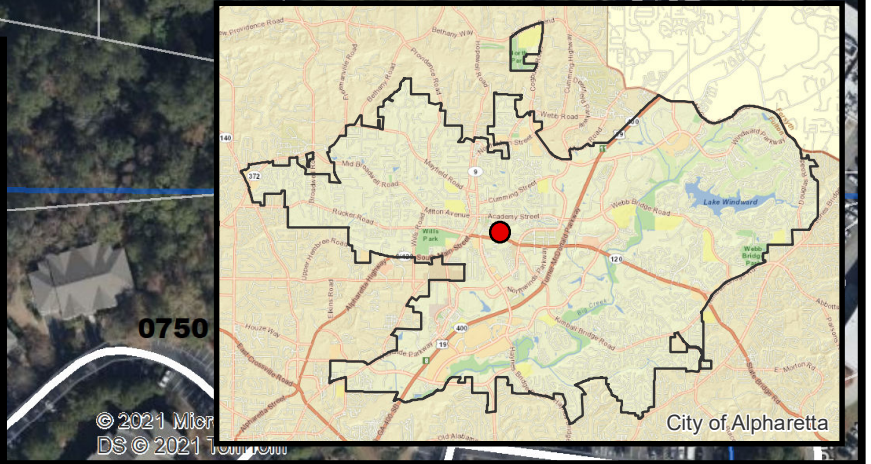
The applicant notified adjacent property owners of the sign variance request and intent for the property. The citizen participation report states that no comments were received.

COMMUNITY ZONING INFORMATION MEETING

The CZIM was held on December 8, 2021. There was one (1) public comment in favor of the applicant's request.

IV. ATTACHMENTS:

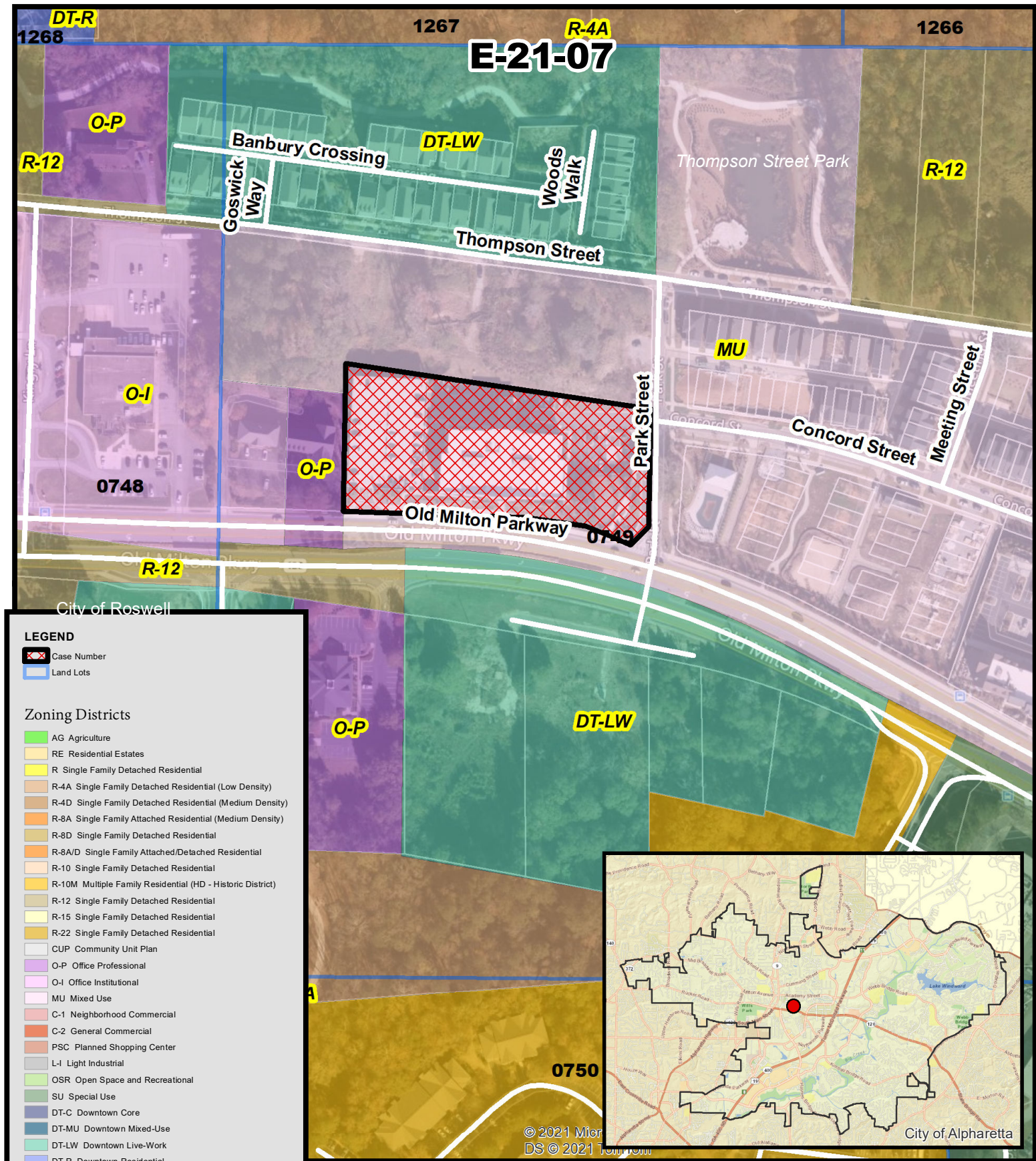
- Sign Locations & Details



Aerial Map
Wellstar Sign Exception
2450 Old Milton Parkway

E-21-07
D/LL: 1/2/749
CC Date: 1/18/22

Location Map Provided by:
Community Development - GIS

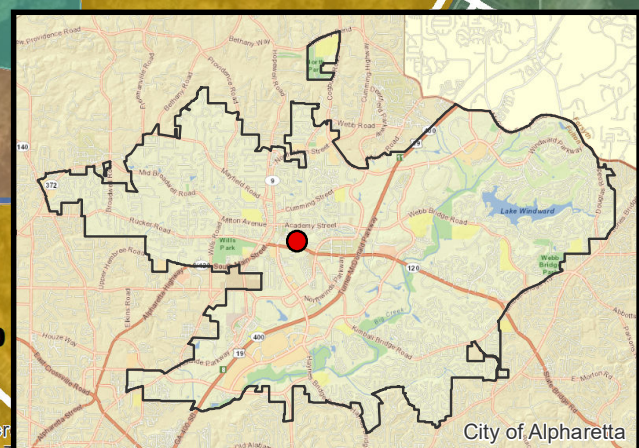


LEGEND

- Case Number
- Land Lots

Zoning Districts

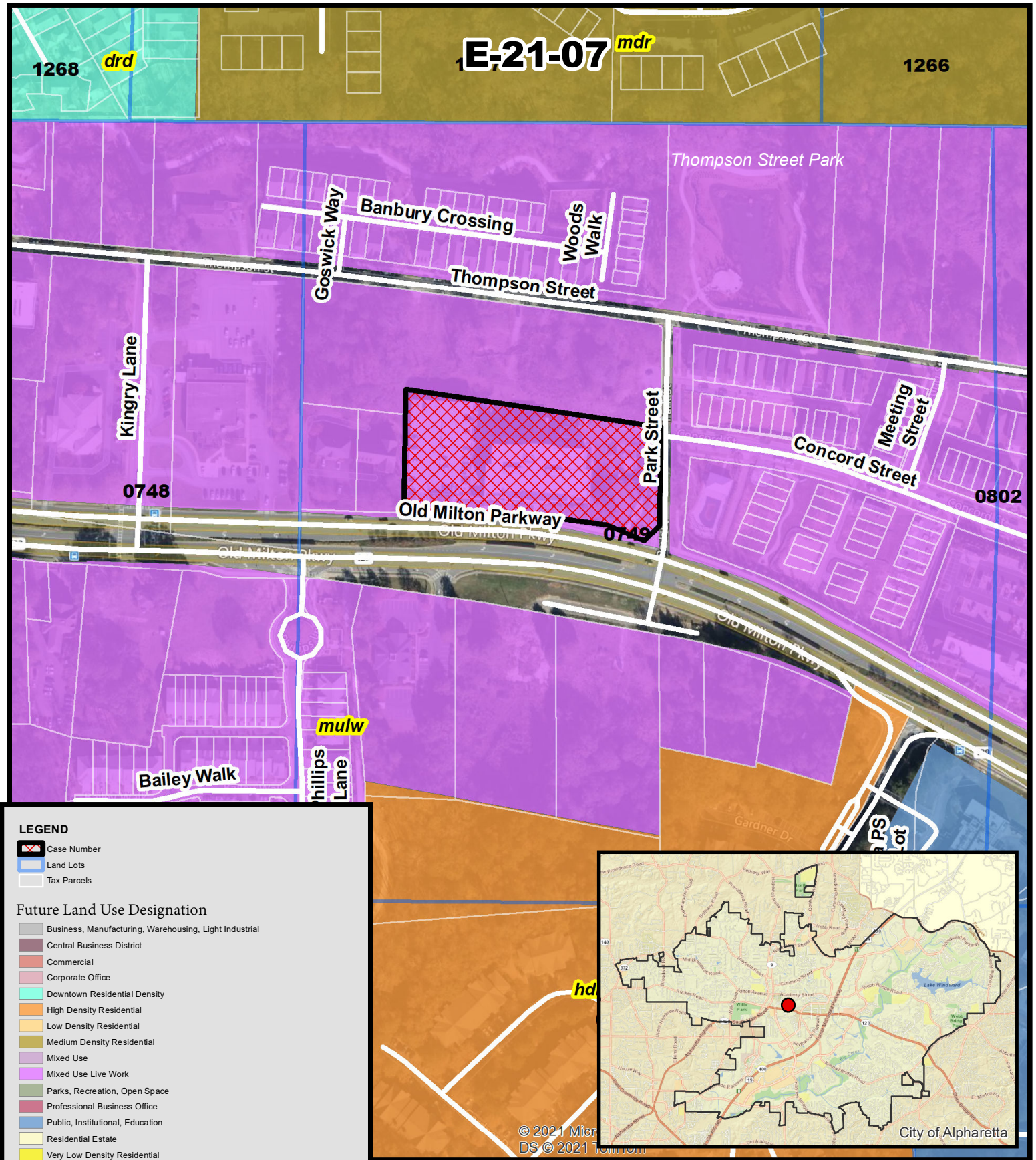
- AG Agriculture
- RE Residential Estates
- R Single Family Detached Residential
- R-4A Single Family Detached Residential (Low Density)
- R-4D Single Family Detached Residential (Medium Density)
- R-8A Single Family Attached Residential (Medium Density)
- R-8D Single Family Detached Residential
- R-8A/D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



Zoning Map
Wellstar Sign Exception
2450 Old Milton Parkway

E-21-07
D/LL: 1/2/749
CC Date: 1/18/22

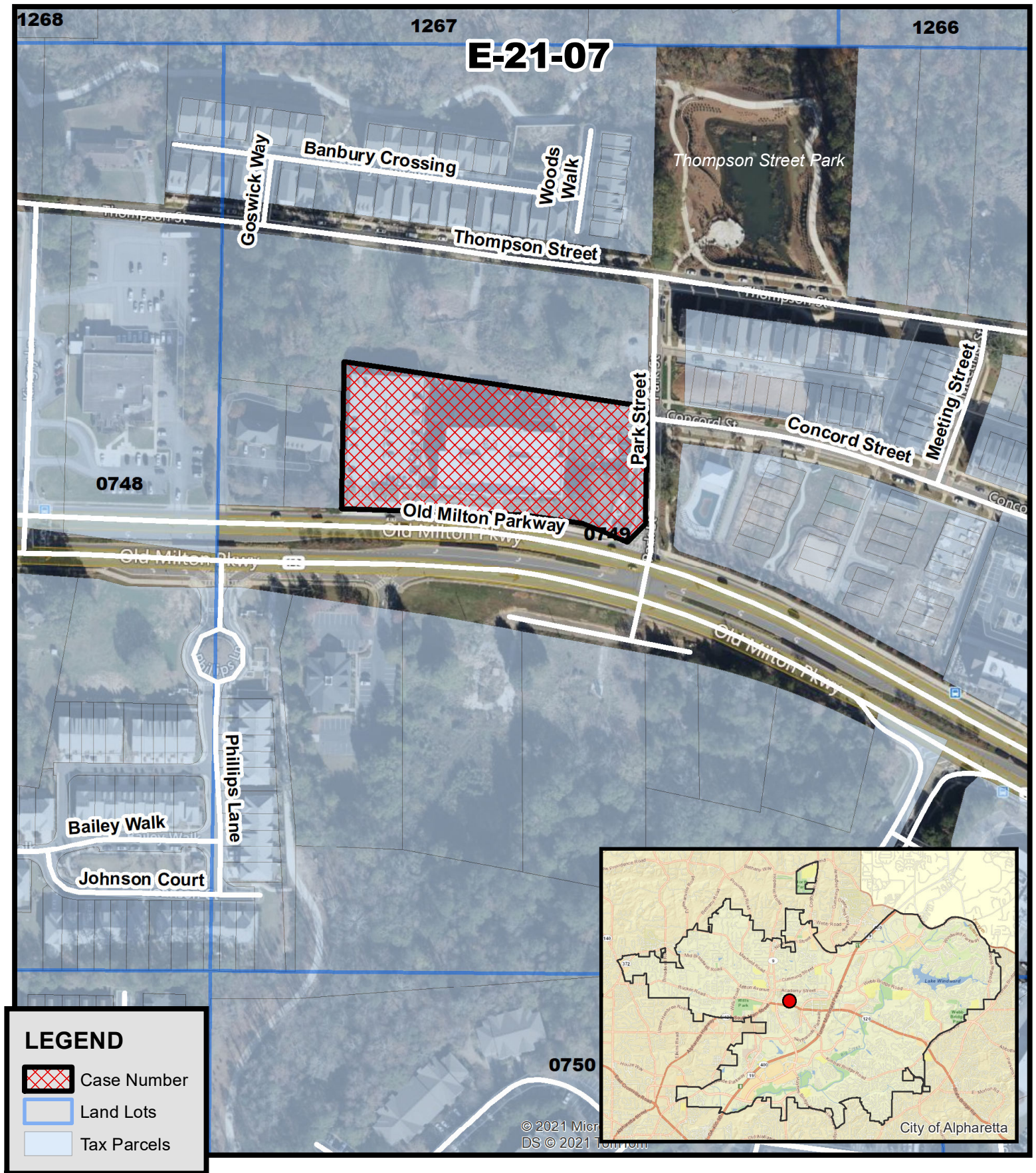
Location Map Provided by:
Community Development - GIS



Future Land Use **Wellstar Sign Exception** **2450 Old Milton Parkway**

E-21-07
D/LL: 1/2/749
CC Date: 1/18/22

Location Map Provided by:
Community Development - GIS



Location Map
Wellstar Sign Exception
2450 Old Milton Parkway

E-21-07
D/LL: 1/2/749
CC Date: 1/18/22

Location Map Provided by:
Community Development - GIS

Avalon Health Park

Signage Variance Submittal: 25 October 2021



Existing Signage

Reference Images

WellStar Logo on West Side Of Building (Halo Lighted)



EXISTING

6

Building Identification Text at Top Of Parapet (Wall Wash Lighting).



EXISTING

5

WellStar Logo on Face Of Building (Halo Lighted)



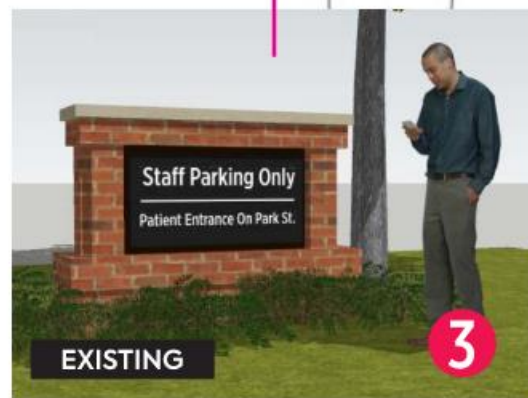
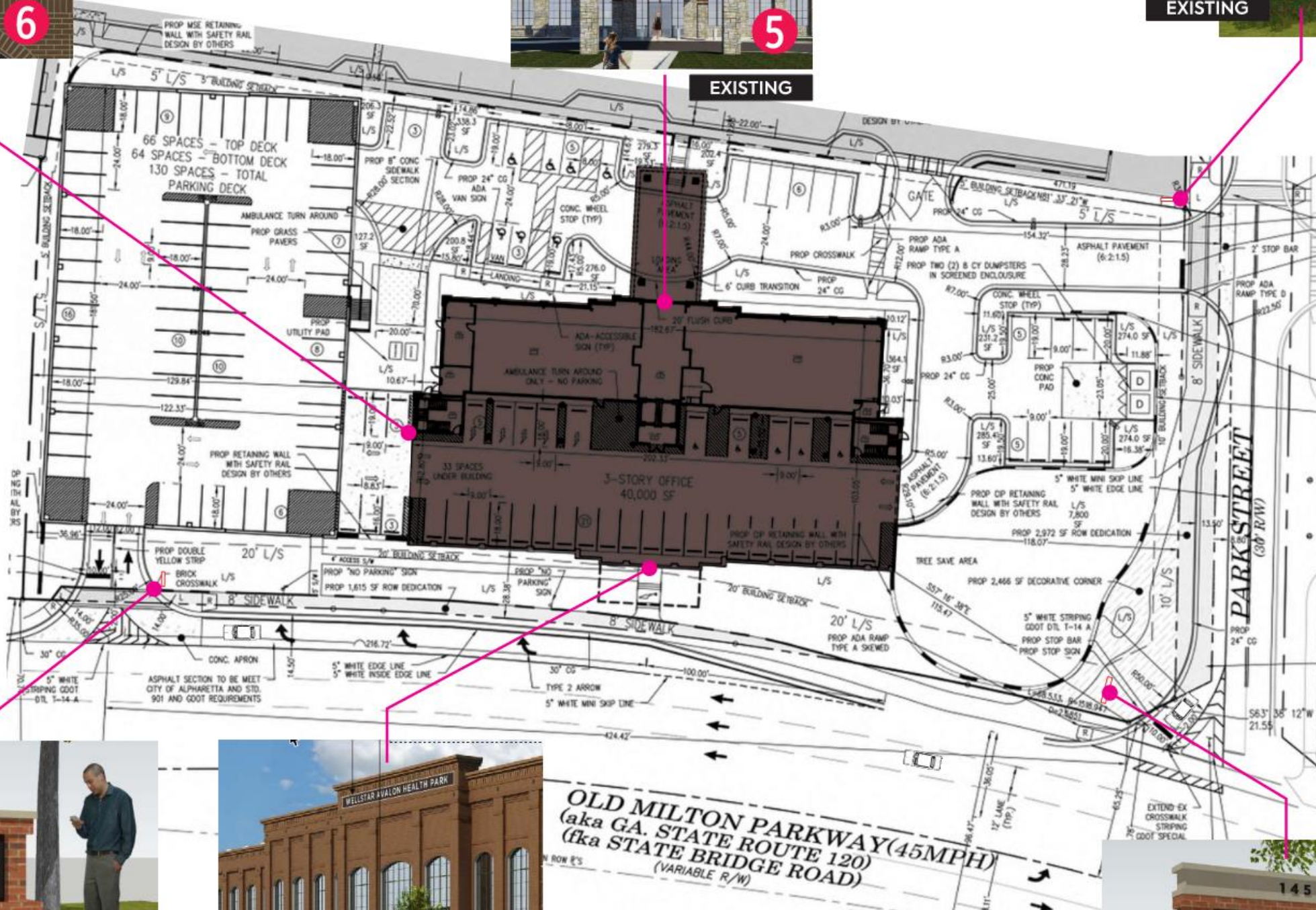
EXISTING

2

Ground Lighted Entry Monument Sign



AVALON HEALTH PARK
Alpharetta, Georgia



EXISTING

3

Monument Sign at Staff Entry (Ground Lighted)



EXISTING

4

Building Identification Text at Top Of Parapet (Wall Wash Lighting).

WellStar Logo on Face Of Canopy (Halo Lighted)



1

EXISTING

Monument Sign @ Corner Of Old Milton & Park Street (Ground Lighted)

25Oct2021 City Submittal Set

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Marietta, Georgia 30060

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Existing Signage

3



Old Milton Parkway Monument Sign



Old Milton Parkway Deck Entry Monument



Park Street Entry Monument



AVALON HEALTH PARK
Alpharetta, Georgia

25Oct2021 City Submittal Set

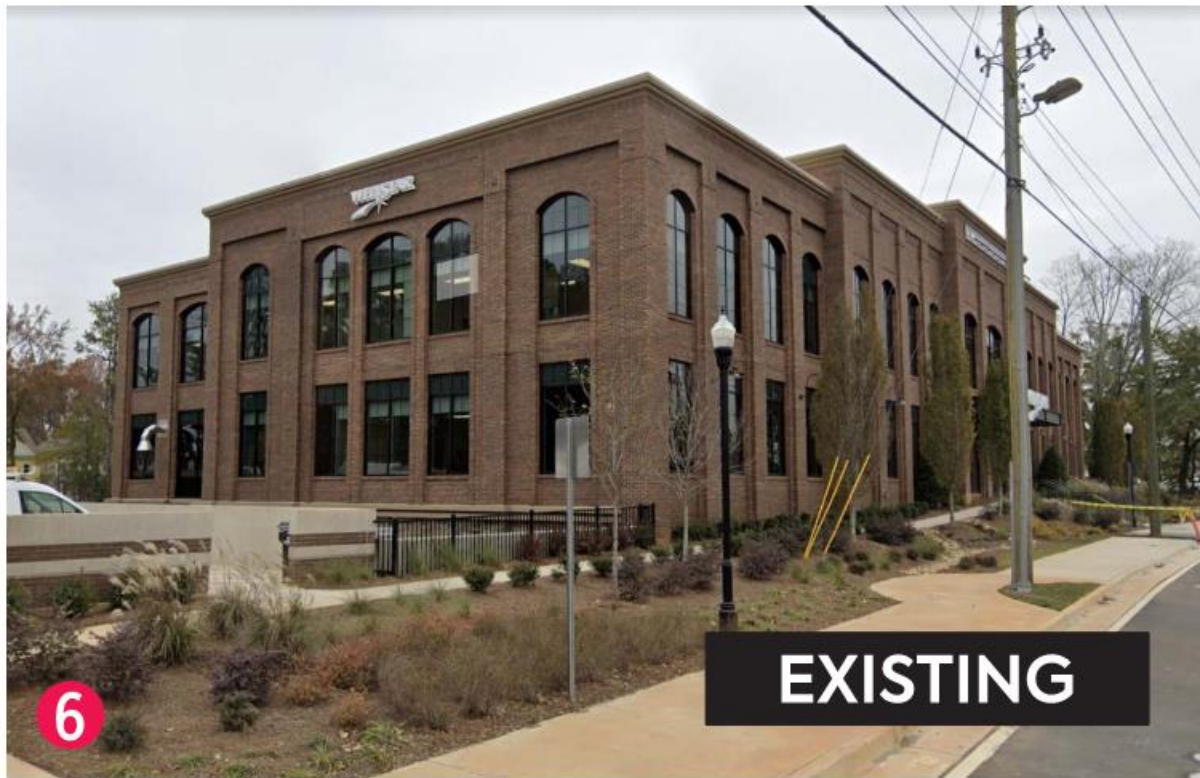
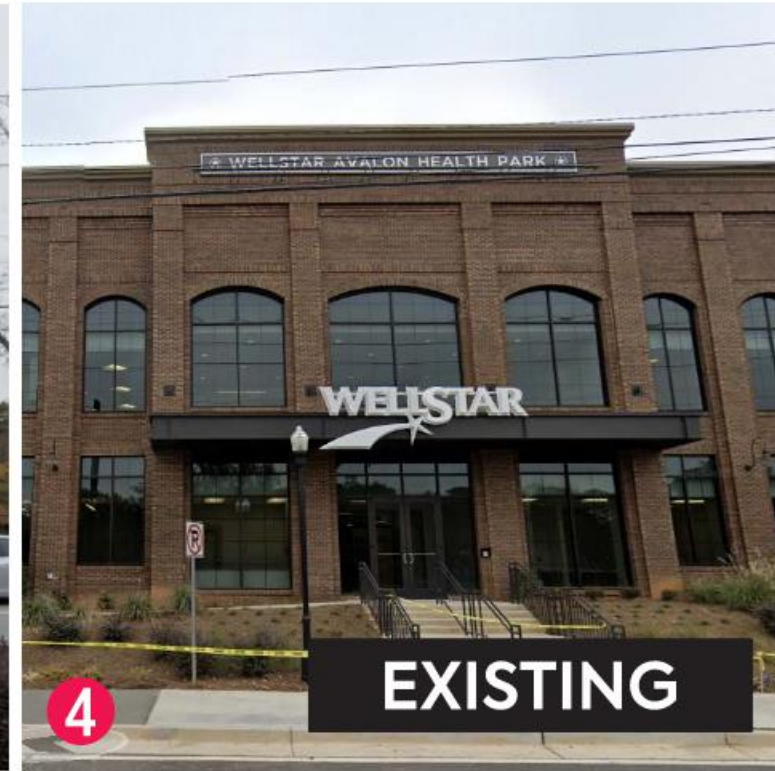
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Existing Monument
Signs (Reference Photos)



South Elevation / Old Milton Parkway Wall Signage (Existing)



West Elevation Wall Signage (Existing)



Rear/North Elevation Wall Signage (Existing)



Wellstar

AVALON HEALTH PARK
 Alpharetta, Georgia

25Oct2021

City Submittal Set

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Existing Wall Signage
 (Reference Photos)



Proposed Signage

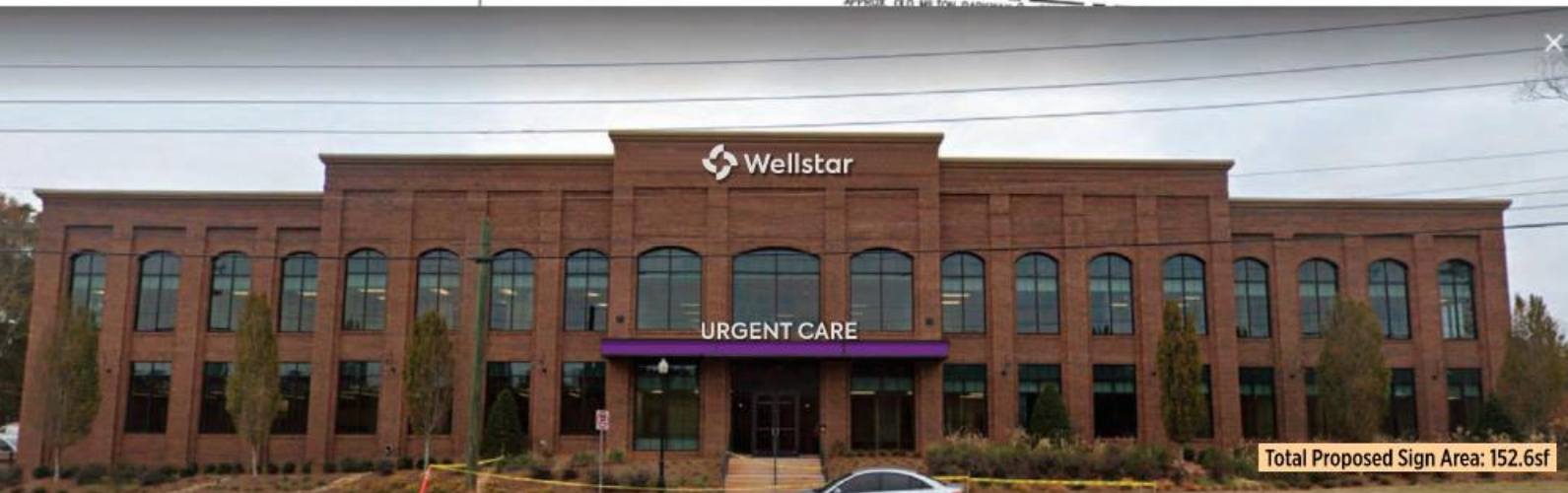
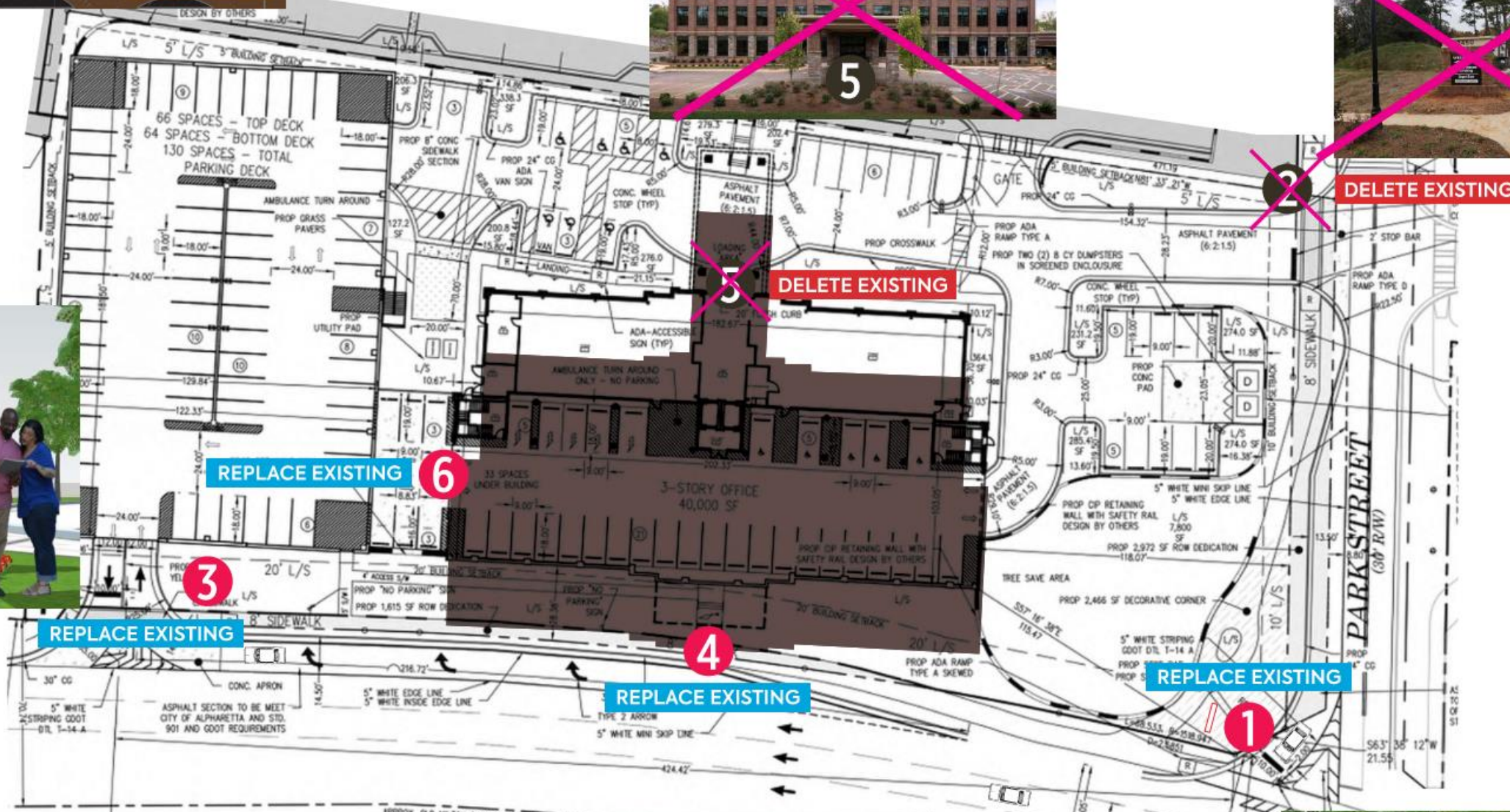
URGENT CARE

Sign Area: 33.86sf

6 PROPOSED



3 PROPOSED



4 PROPOSED

Total Proposed Sign Area: 152.6sf



5

DELETE EXISTING



DELETE EXISTING



1 PROPOSED



Wellstar

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Alpharetta, Georgia

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Proposed Replacment Signage

Wall Signage Allowances Matrix (Allowed By Ordinance / Proposed)

Elevation	Sign Type	# Of Signs Allowed By Ordinance	# Of Signs Requested	Allowed Sign Area By Ordinance	Sign Area Requested
South (Old Milton) Wall Length = 204 Linear Feet	Wall Sign	1	2	156 SF	154.51 SF
North Wall Length = 204 Linear Feet	Wall Sign	1	0	24 SF	0 SF
East (Park Street) Wall Length = 103.4 Linear Feet	Wall Sign	1	0	103.4 SF	0 SF
West Wall Length = 103.4 Linear Feet	Wall Sign	0	1	0 SF	33.86 SF
TOTAL		3	4	283.33 SF	188.37 SF



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Alpharetta, Georgia

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Signage Allowance
Comparison Matrix



EXISTING

Existing 31.95 SF Wall Sign & Uplighting To Be Removed. To Be Replaced With New Wall Sign As Illustrated Below

Existing 75.86 SF Canopy Sign To Be Removed. To Be Replaced With New Graphics On Face Of Canopy As Illustrated Below

4 Existing Wall Signage @ South Elevation (Old Milton)



PROPOSED

Proposed 106.1 SF Face Lighted Wall Sign To Replace Existing Sign (61" x 250.5")

Proposed 48.41 SF Canopy Face Lighted Lettering To Be Added (28" x 249"). Face & Side Of Canopy To Be Repainted Purple.

4 Proposed Wall Signage @ South Elevation (Old Milton)

Total Proposed Sign Area: 154.51sf



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Wall Signage -
Location #4



4 Sign Location 4 – Proposed
Scale: 3/16" = 1'-0"

PROPOSED

Remove Existing Parapet Sign Panel - Replace With New Wellstar Lockup (Face Lighted Channel Letters)



Similar Letter Construction

Remove Existing Wellstar Canopy Sign - Replace With New "URGENT CARE" Freestanding Lettering. Lettering To Be Face Lighted. Face Of Canopy Painted Purple.



Similar Application



Proposed Face Lighting



AVALON HEALTH PARK
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Wall Signage -
Location #4



Remove Existing Parapet Sign Panel - Replace With New Wellstar Lockup (Face Lighted Channel Letters)



Similar Letter Construction

Remove Existing Wellstar Canopy Sign - Replace With New "URGENT CARE" Freestanding Lettering. Lettering To Be Face Lighted. Face Of Canopy Painted Purple.



Similar Application



Proposed Face Lighting

Proposed Lighting - Face Lighted Channel Letters

4 Sign Location 4 - Proposed
Scale: 3/16" = 1'-0"

PROPOSED



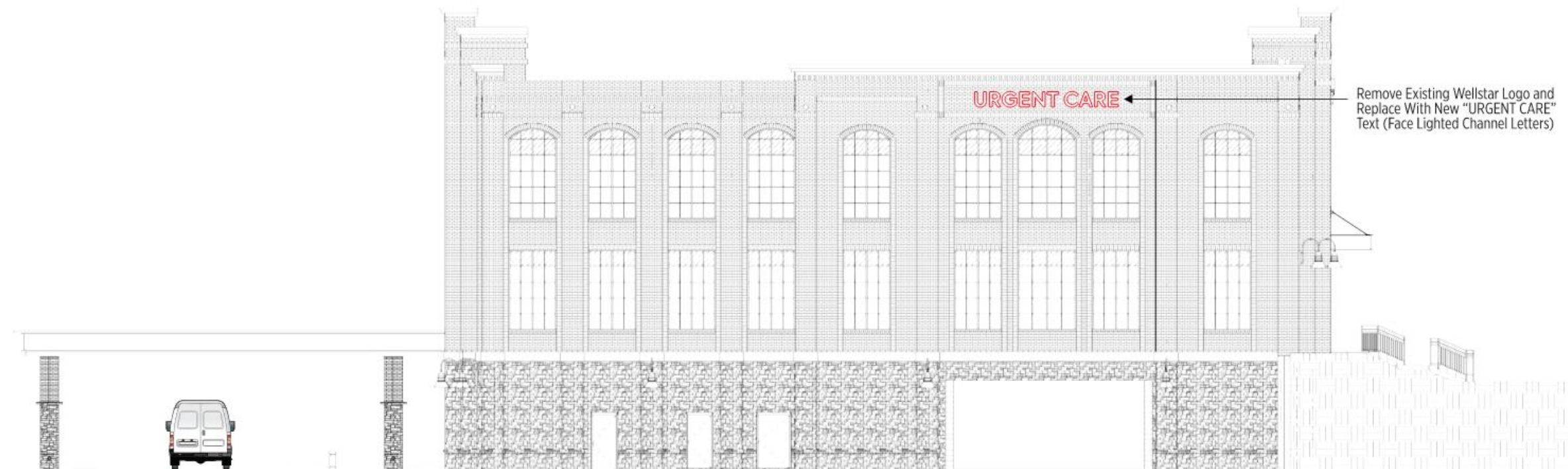
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Alpharetta, Georgia

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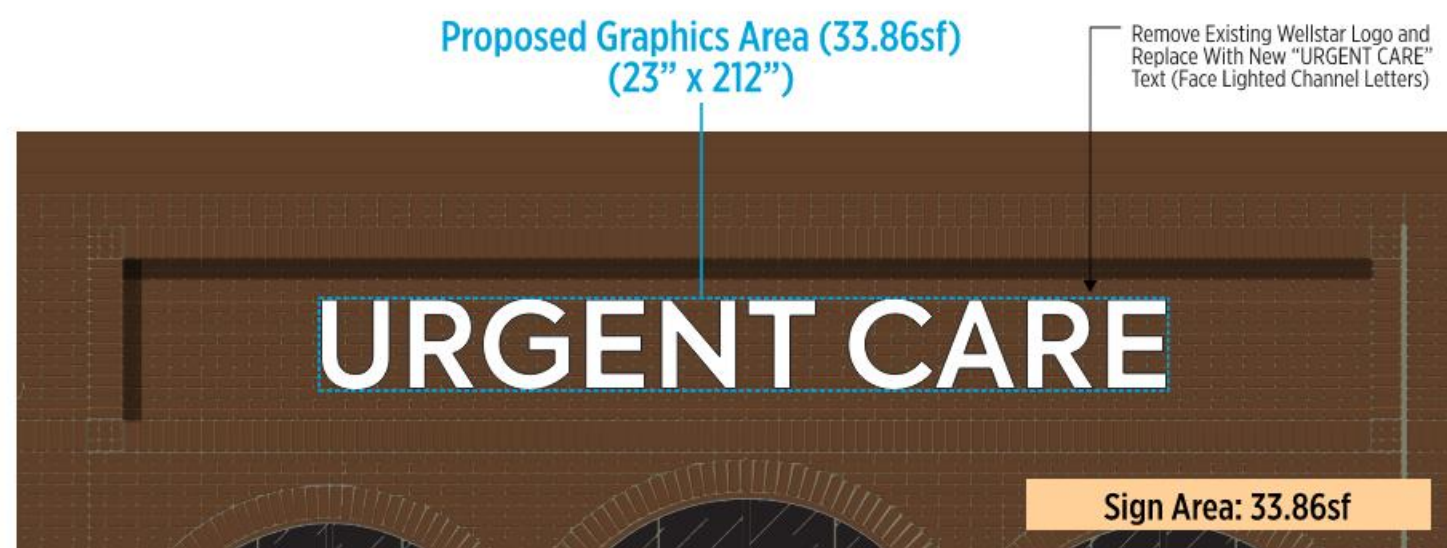
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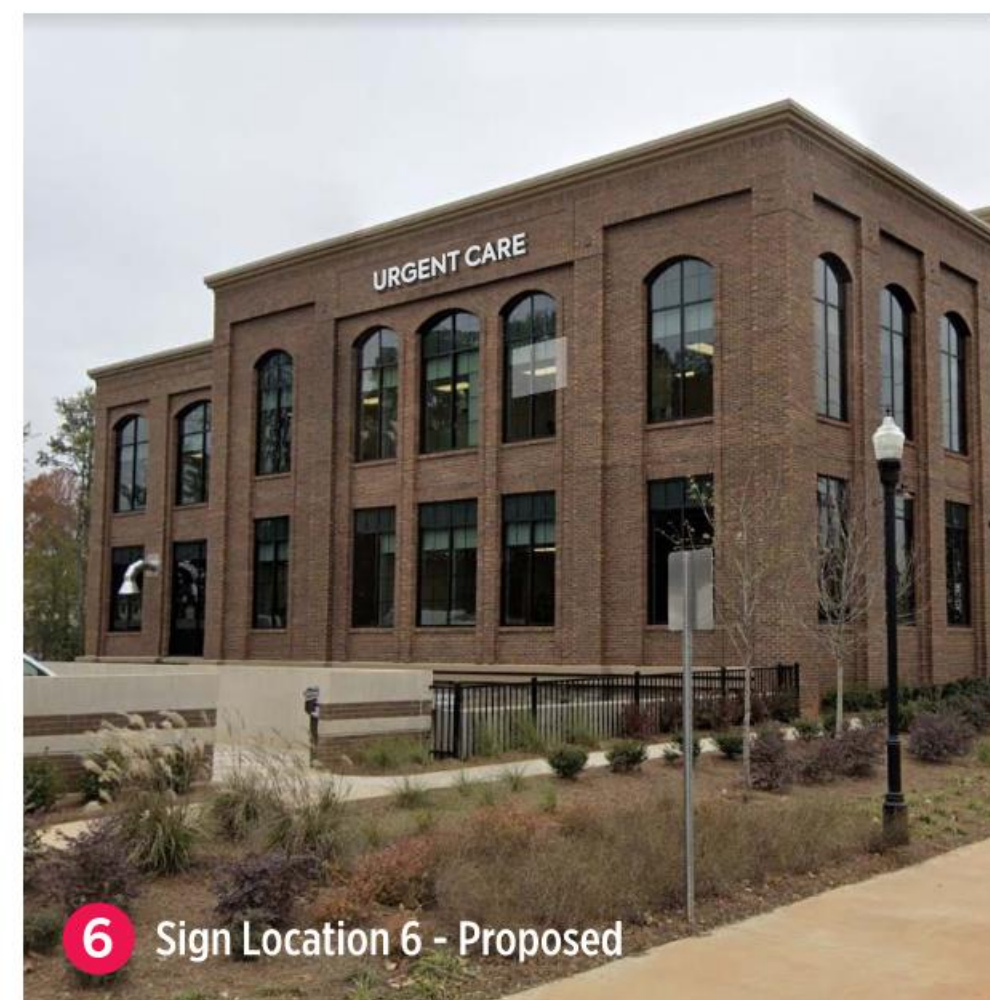
Wall Signage -
Location #4



6 Overall West Elevation - Proposed Signage
Scale: 1/16" = 1'-0"



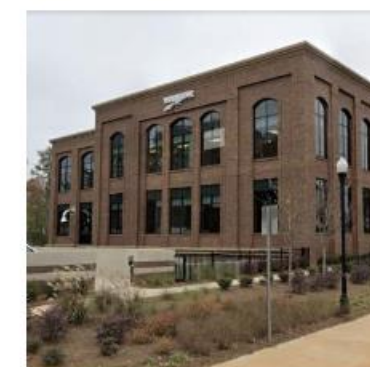
6 Sign Location 6 - Elevation Detail
Scale: 1/4" = 1'-0"



6 Sign Location 6 - Proposed



AVALON HEALTH PARK
Alpharetta, Georgia



Existing Conditions

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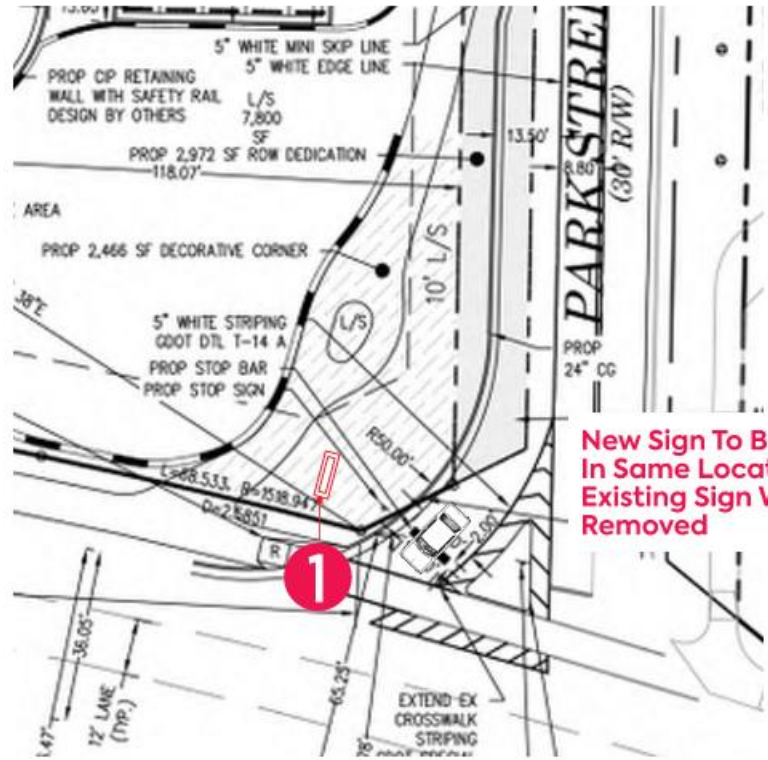
Wall Signage -
Location #6



Proposed Monument Signage



AVALON HEALTH PARK
 Alpharetta, Georgia



**New Sign To Be Installed
 In Same Location As
 Existing Sign Which Is Being
 Removed**



1 Sign Location 1 - Monument Sign @ Park Street (PROPOSED)
 Scale: 1/2" = 1'-0"

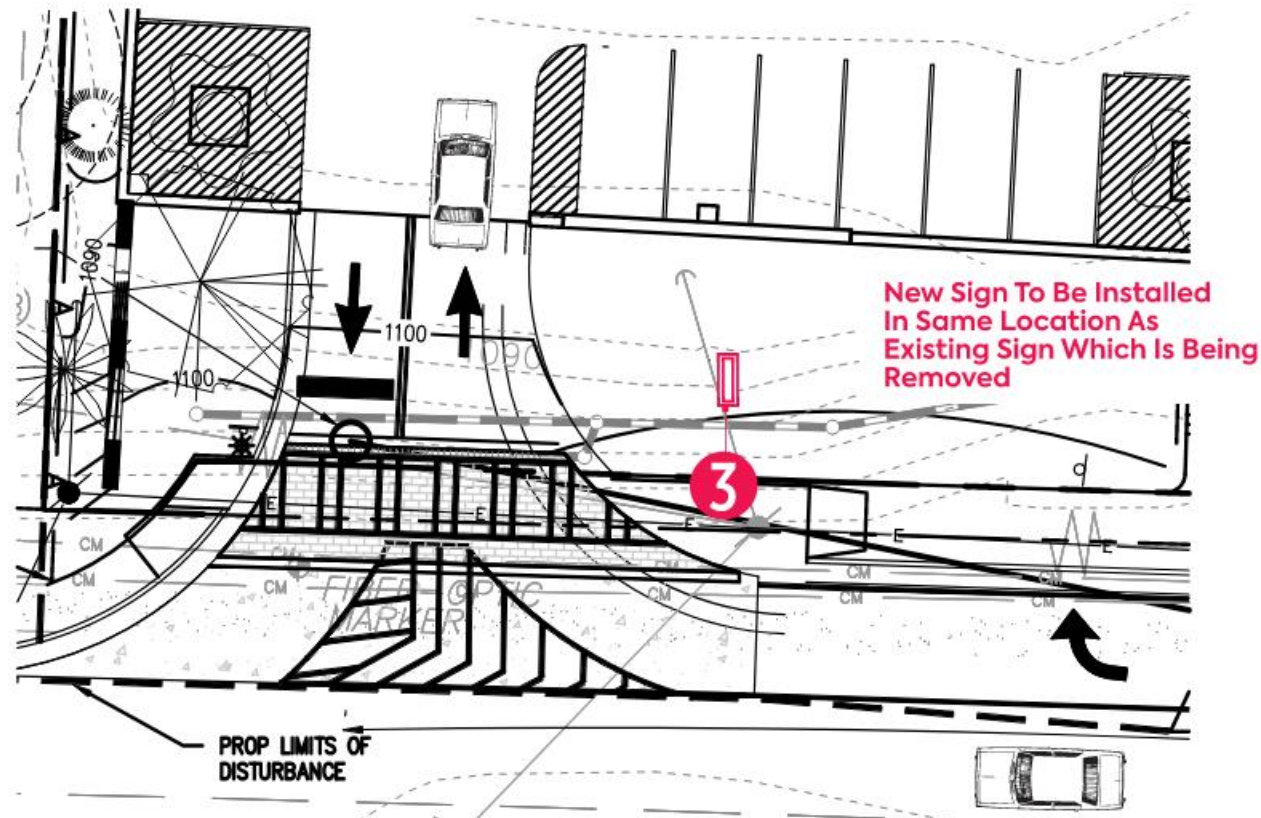
1 Site Plan Detail Sign Location 3 (Park Street)
 Scale: 1" = 40'-0"

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**Monument Sign -
 Location #1**

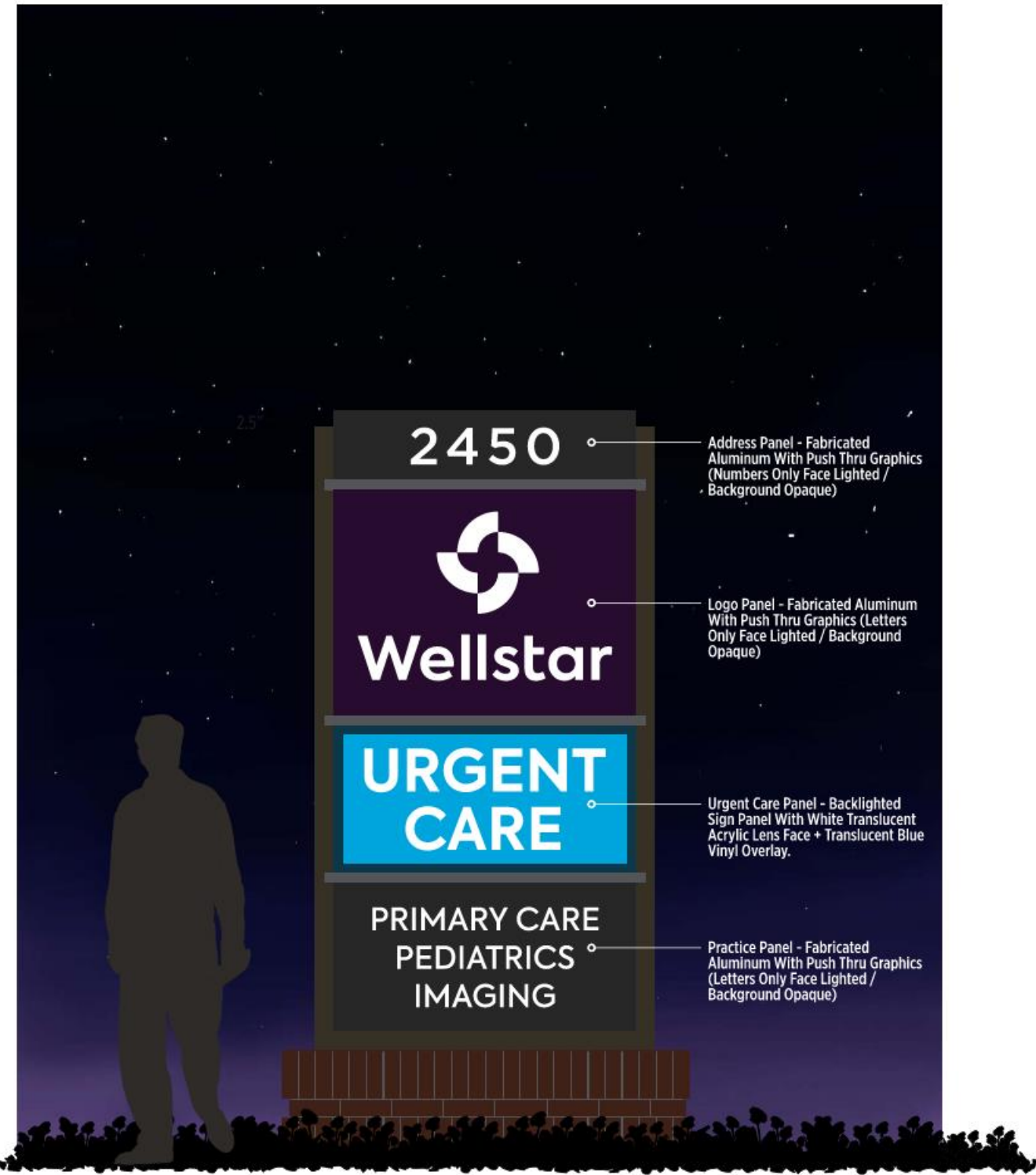


3 Site Plan Detail Sign Location 3 (Old Milton Entrance)
Scale: 1" = 20'-0"

3 Sign Location 3 - Monument Sign @ Old Milton Entry (PROPOSED)
Scale: 1/2" = 1'-0"

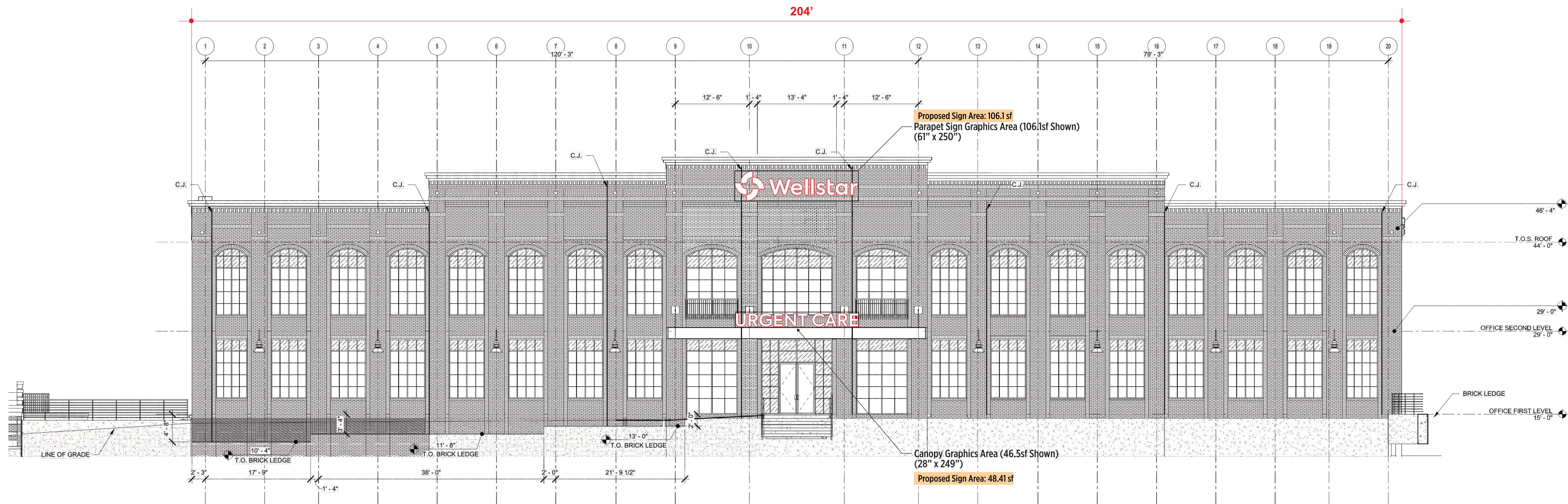


1 3 Sign Locations 1 & 3 - Proposed Monument Signs (Daytime Appearance)
Scale: 1/2" = 1'-0"



1 3 Sign Locations 1 & 3 - Proposed Monument Signs (Illumination)
Scale: 1/2" = 1'-0"

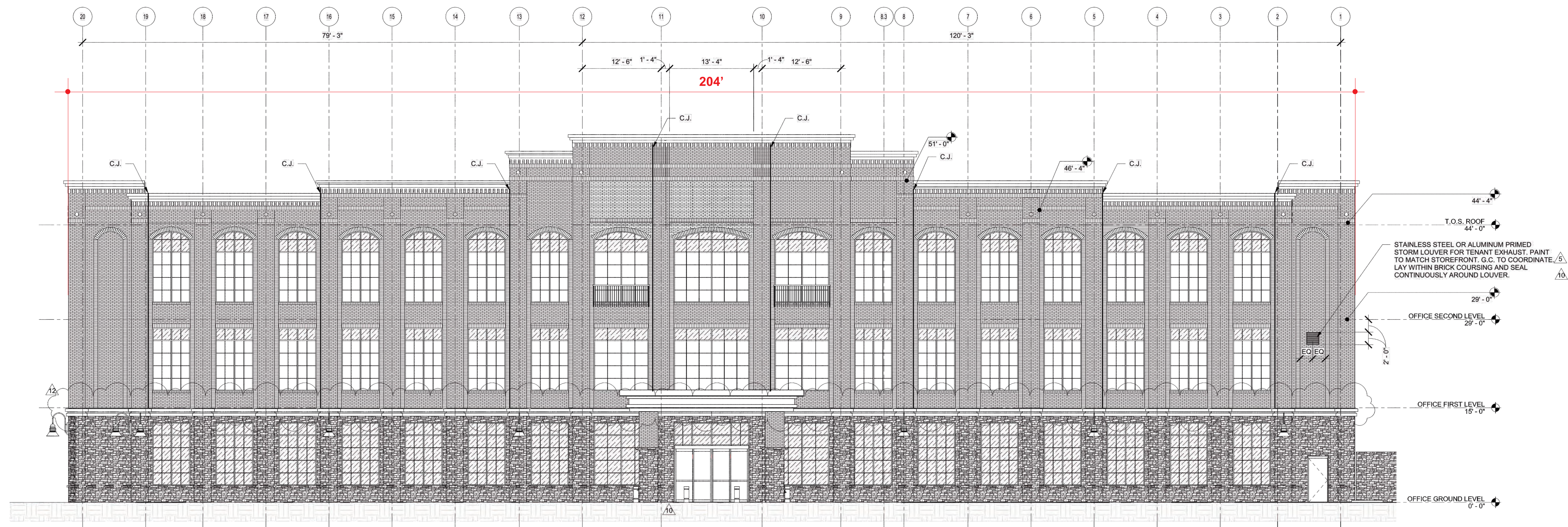
9/25/2018 3:12:28 PM
PLOTTED:
SHEET NAME: EXTERIOR ELEVATIONS SHEET NUMBER A-301 PROJECT NAME: WS NOTTING HILL
FILENAME: C:\Users\chase\Documents\Revit Projects\2017\1703050009 OLD MILTON VOB-X001 Central VChair.rvt



Allowed Sign Area This Elevation = 156sf
Proposed Sign Area This Elevation = 154.51sf

1 OFFICE - SOUTH ELEVATION (Faces Old Milton Parkway)

SCALE: 1/8" = 1'-0"



Allowed Sign Area This Elevation = 24sf
Proposed Sign Area This Elevation = 0sf

2 OFFICE - NORTH ELEVATION (Faces Parking Lot)

SCALE: 1/8" = 1'-0"

WAKEFIELD
BEASLEY &
ASSOCIATES

ATLANTA • JACKSONVILLE • ORLANDO
DALLAS • PANAMA • SHANGHAI



JWB
Realty Services, LLC

WS NOTTING HILL

2450 OLD MILTON PARKWAY
ALPHARETTA, GA 30009

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Print Record

PERMIT SET 04/06/2018

Revisions

5	06/22/2018	Revision 5
10	09/04/2018	Revision 10
12	04/25/2018	Revision 12

Date	Job No.
04/06/2018	1703050009

Sheet Title

EXTERIOR
ELEVATIONS

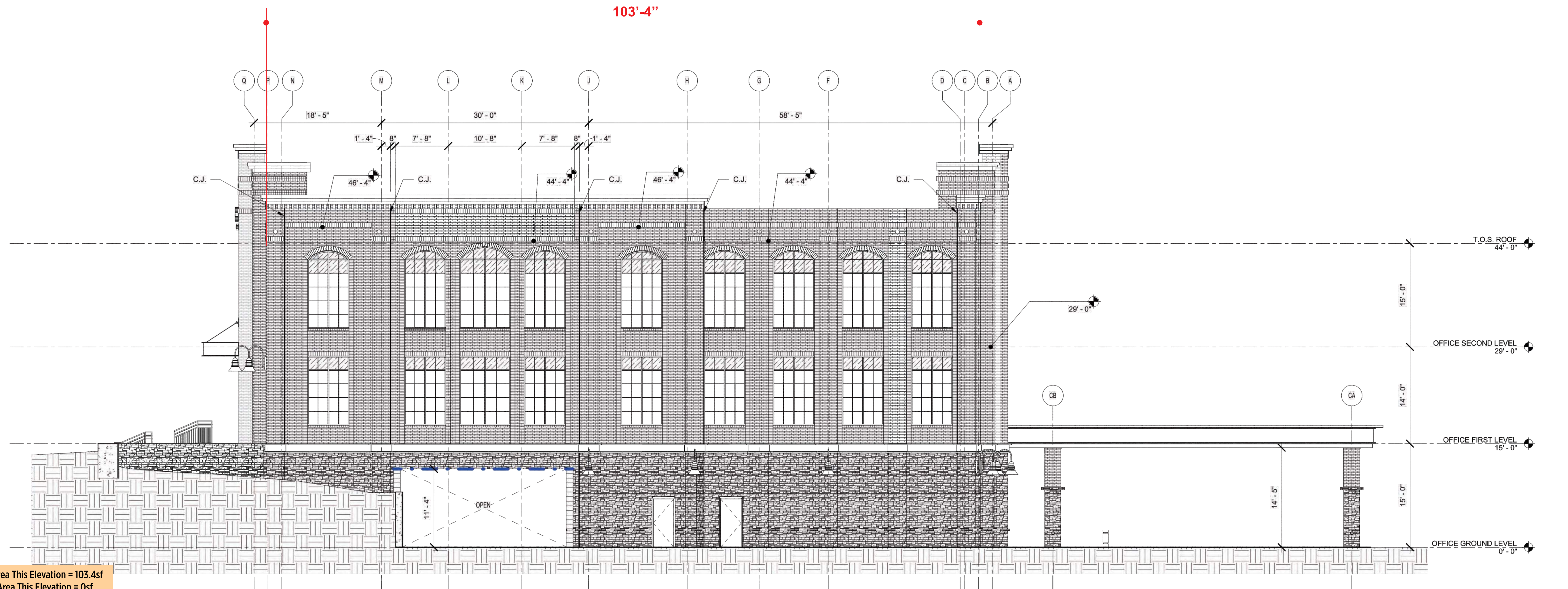
Sheet No.

A-301

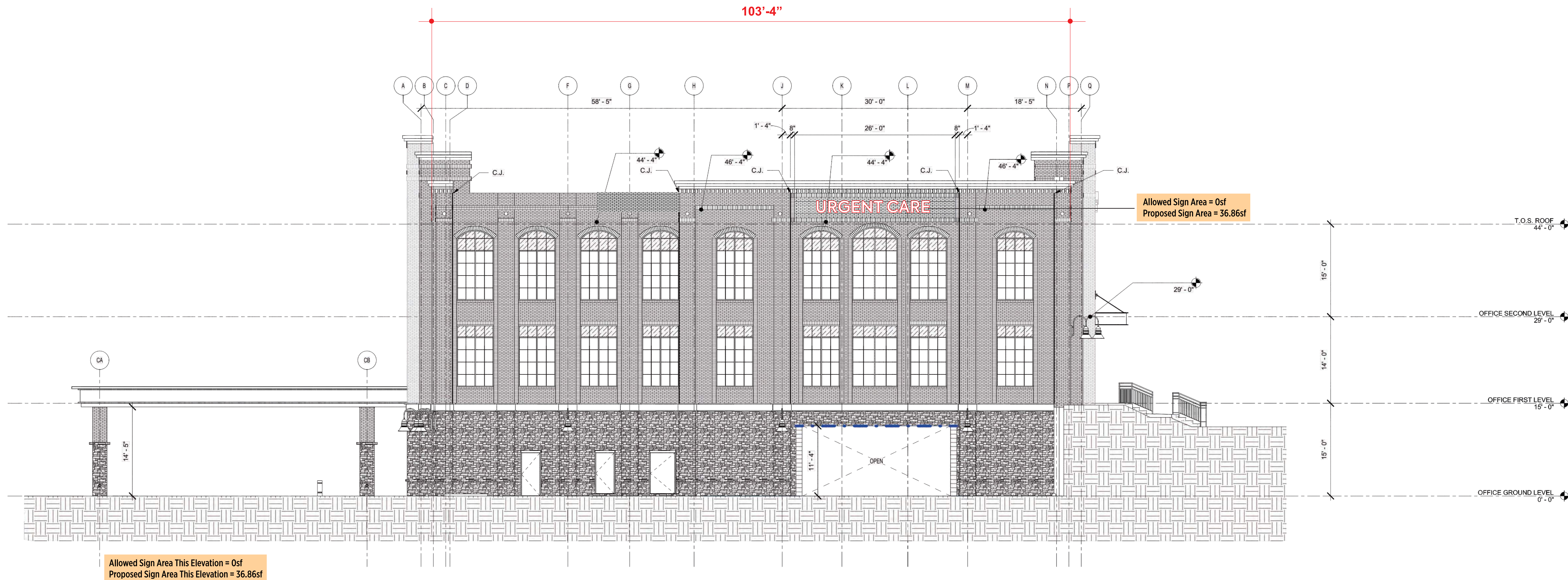
RELEASED FOR CONSTRUCTION

10/25/2021

FILENAME: C:\Users\chase\Documents\My Recent Projects\2017\170204000 - OLD MILTON 103-KM - Central V-Chance.rvt SHEET NAME: EXTERIOR ELEVATIONS SHEET NUMBER: A-301 PROJECT NAME: WS NOTTING HILL PLOTTED: 9/25/2018 3:12:28 PM



1 OFFICE - EAST ELEVATION (Faces Park Street)
SCALE: 1/8" = 1'-0"



2 OFFICE - WEST ELEVATION (Faces Parking Deck)
SCALE: 1/8" = 1'-0"

WAKEFIELD
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ASSOCIATES

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JWB
Realty Services, LLC

WS NOTTING HILL

2450 OLD MILTON PARKWAY
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Revisions

5	06/22/2018	Revision 5
10	09/04/2018	Revision 10
12	04/25/2018	Revision 12

Date 04/06/2018 Job No. 170204-000

Sheet Title

EXTERIOR
ELEVATIONS

Sheet No.

A-302

RELEASED FOR CONSTRUCTION

10/25/2021

LANDSCAPE STRIP TREE REQUIREMENT
(NORTH PROPERTY LINE):
TOTAL LINEAR FEET (EXCLUDING DRIVES, REQUIRED
SIDEWALKS) = 463 LF
TREES REQUIRED = 1 TREE / 50' LF = 463 / 50 = 9.3 = 10 TREES
TREES PROVIDED = 10 TREES (4" CALIPER)

LANDSCAPE STRIP TREE REQUIREMENT
(WEST PROPERTY LINE):
TOTAL LINEAR FEET (EXCLUDING DRIVES, REQUIRED
SIDEWALKS) = 232 LF
TREES REQUIRED = 1 TREE / 50' LF = 232 / 50 = 4.6 = 5 TREES
TREES PROVIDED = 5 TREES (4" CALIPER)

LANDSCAPE STRIP TREE REQUIREMENT
(PARK STREET):
TOTAL LINEAR FEET (EXCLUDING DRIVES, REQUIRED
SIDEWALKS, AND AREAS WITHIN DRIVER'S SIGHT LINE) =
139.9 LF
TREES REQUIRED = 1 TREE / 25' LF = 139.9/25 = 5.6 = 6 TREES
TREES PROVIDED = 2 PROP TREES (4" CALIPER)
4 EXISTING TREES

LANDSCAPE STRIP TREE REQUIREMENT
(OLD MILTON PARKWAY):
IN ACCORDANCE WITH SECTION 3.2.8.D OF THE CITY OF
ALPHARETTA TREE CONSERVATION, LANDSCAPE, AND BUFFER
REQUIREMENTS:
WHERE SPACING OF SHADE TREES EXCEEDS 25 FEET ON
CENTER, UNDERSTORY TREES FILL IN THE GAPS BETWEEN.
SPACING OF SHADE TREES DOES NOT EXCEED 40 FEET ON
CENTER.

DUMPSTER SCREENING REQUIREMENT

IN ADDITION TO EVERGREEN PLANTINGS,
DUMPSTER PAD IS 8' BELOW ROAD GRADE.
STEEP GRADE CHANGE OBSCURES LINE OF
SIGHT FROM ROAD.

SCREENING REQUIREMENT MET

TREE REPLACEMENT KEY

- | SYMB. | DESCRIPTION |
|-------|----------------------------|
| | - SHUMARD OAK |
| | - PRINCETON ELM |
| | - BLACK GUM |
| | - RED MAPLE |
| | - BRACKEN'S BROWN MAGNOLIA |
| | - EASTERN REDBUD |
| | - EUROPEAN HORNBEAM |
| | - NATCHEZ GRAPE MYRTLE |
| | - DYNAMITE GRAPE MYRTLE |
| | - EMILY BRUNER HOLLY |
| | - NELLIE R STEVENS HOLLY |
| | - DARK AMERICAN ARBORVITAE |

CITY OF ALPHARETTA UTILITY LANDSCAPE NOTE

ALL TREES MUST BE PLANTED A MINIMUM OF 5 FEET FROM ANY
UTILITY LINE AND OR EASEMENTS, UNLESS APPROVED BY THE CITY
ARBORIST OR UTILITY PROVIDER.

CITY OF ALPHARETTA UTILITY COORDINATION NOTE

CONTRACTOR TO PROVIDE ALL PRIVATE UTILITY PROVIDERS WITH
LANDSCAPE PLAN PRIOR TO START OF CONSTRUCTION AND OBTAIN
APPROVAL. PROOF OF APPROVAL THEN TO BE PROVIDED TO CITY
ARBORIST.

CITY OF ALPHARETTA ARBORIST NOTE

IF DECK SCREENING IS NOT ADEQUATE, ADDITIONAL EVERGREENS WILL
BE ADDED TO PROVIDE ADEQUATE SCREENING AS DETERMINED BY THE
CITY.

CONTRACTOR SHALL COORDINATE BUILDING WINDOW AND DOOR LOCATIONS WITH PLANTING PLANS

F2 SITE LIGHTING AND LOCATIONS SHALL BE COORDINATED WITH TREE REPLACEMENT PLANS
AND ELECTRICAL PLANS PREPARED BY OTHERS AND SUBMITTED TO THE BUILDING DEPARTMENT.

DENSITY AND SPECIMEN TREE REPLACEMENT - COMMERCIAL

Density Replacement Qty	Specimen Replacement Qty	Botanical Name	Common Name	Min. Size	Units for Specimen Recompense	Total Density Inches (200.2 Required)	Total Specimen Units (0.0 Required)	% Of Total*	Overstory*	% Native to GA Piedmont***
6		Acer rubrum 'October Glory'	October Glory Red Maple	4" Cal.	0.6	24"	0	8.8%	8.8%	8.8%
10		Carpinus betula 'Fastigiata'	European Fastigate Hornbeam	4" Cal.	0.6	40"	0	14.7%		
1		Cercis canadensis	Eastern Redbud	3" Cal.	0.6	3"	0	1.5%		1.5%
1		Ilex x 'Emily Bruner'	Emily Bruner Holly	2" Cal. (9-10' HT)	0.4	2"	0			
8		Ilex x 'Nellie R Stevens'	Nellie R. Stevens Holly	2" Cal. (9-10' HT)	0.4	16"	0	13.2%		
4		Lagerstroemia indica 'Dynamite'	Dynamite Crape Myrtle - STD	2" Cal. (9-10' HT)	0.4	8"	0	11.8%		
4		Lagerstroemia indica 'Natchez'	Natchez White Crape Myrtle - STD	2" Cal. (9-10' HT)	0.4	8"	0			
3		Magnolia grandiflora 'Bracken's Brown'	Bracken's Brown Magnolia	4" Cal. (13-14' HT)	0.6	12"	0	4.4%		4.4%
4		Nyssa sylvatica	Green Gable Black Gum	4" Cal.	0.6	16"	0	5.9%	5.9%	5.9%
4		Quercus shumardii	Shumard Oak	4" Cal.	0.6	16"	0	5.9%	5.9%	5.9%
7		Thuja occidentalis 'Nigra'	Dark American Arborvitae	3" Cal. (11-12' HT)	0.5	21"	0	10.3%		
16		Ulmus americana 'Princeton'	Princeton Elm	4" Cal.	0.6	64"	0	23.5%	23.5%	23.5%
68	0	TOTAL DENSITY INCHES/SPECIMEN UNITS REPLACED				230"	0	100.0%	44.1%	50.0%

*NO MORE THAN 25% OF ALL TREES PLANTED ARE OF ANY ONE GENUS

**NO LESS THAN 40% OF ALL TREES PLANTED ARE OVERSTORY TREES

***NO LESS THAN 50% OF ALL TREES PLANTED ARE NATIVE/ADAPTED TO GA PIEDMONT

Sight Distance Calculations*

Park Street	
Number of Lanes	2
Speed Limit (mph)	25
Required SDL (ft)	280
Required SDR (ft)	280
Provided SDL (ft)	229**
Provided SDR (ft)	218**
Old Milton Parkway	
Number of Lanes	3***
Speed Limit (mph)	45
Required SDL (ft)	465
Required SDR (ft)	N/A
Provided SDL (ft)	500+
Provided SDR (ft)	N/A

Sight Distance Requirements Met

*Calculations performed in compliance with AASHTO
Policy on Geometric Design of Highways & Streets,
Chapter 9.

**SDL ends at Thompson St. SDR ends at Old Milton
Pkwy.



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COMMERCIAL TREE REPLACEMENT PLAN

NOTTING HILL
ALPHARETTA, GEORGIA
FC# 17-107WR COA#:D170040

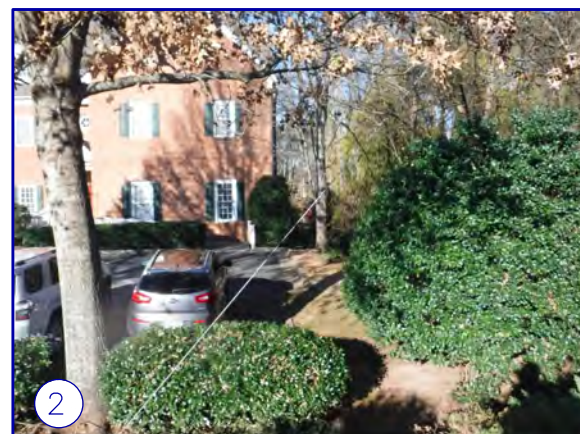
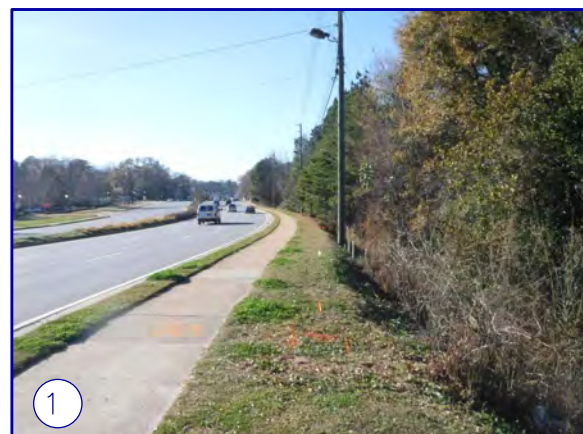
REVISIONS	DATE
1	12/1/17
2	01/04/18
3	03/01/18
4	03/21/18
5	03/27/18
6	05/11/18
7	08/06/18

PROJECT NO: 17-3977
CIVIL DRAWN BY: SCH, JLM
LANDSCAPE DESIGNED BY: SCH, BCG, JPS
LANDSCAPE DESIGNED BY: JPS
CHECKED BY:
DATE - AUGUST 7, 2017

SHEET

L3.0

SITE PHOTOGRAPHS



TITLE EXCEPTIONS

THE FOLLOWING EXCEPTIONS ARE LISTED IN SCHEDULE B, SECTION 2, OF COMMITMENT FOR TITLE INSURANCE, AS PREPARED BY CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NO. 5529.70035(W5), EFFECTIVE DATE NOVEMBER 1, 2017.

9. All matters which affect subject property as they may appear on that certain plat of Subdivision of L.N. Thompson, recorded in Plat Book 35, Page 2, Fulton County, Georgia Records.

10. Easement from W.L. Rudasill to Georgia Power Company, dated May 22, 1950, filed for record June 12, 1950 and recorded in Deed Book 2531, Page 159, aforesaid records.

11. Easement from J.B. Wade to Georgia Power Company, dated May 22, 1950, filed for record June 12, 1950 and recorded in Deed Book 2531, Page 160, aforesaid records.

12. Slope Easement contained within Right of Way Deed from Wallace Spence a/k/a Noble W. Pence to Ga. Department of Transportation, dated October 14, 1994, filed for record October 21, 1994 and recorded in Deed Book 18895, Page 12, aforesaid records.

13. Easement from Noble W. Pence a/k/a Wallace Spence to Georgia Power Company, dated August 26, 1996, filed for record November 12, 1996 and recorded in Deed Book 21762, Page 43, aforesaid records.

14. Slope Easement contained within Right of Way Deed from Jewel F. Thompson to Ga. Department of Transportation, dated April 19, 1995, filed for record April 27, 1995 and recorded in Deed Book 19509, Page 222, aforesaid records.

15. Easement from Estate of Jewel F. Thompson by Olivia Grizzle, Executrix, to Georgia Power Company, dated August 30, 1996, filed for record November 12, 1996 and recorded in Deed Book 21762, Page 49, aforesaid records.

16. Slope Easement contained within Right of Way Deed from Arthur Earnshaw to Ga. Department of Transportation, dated October 6, 1994, filed for record October 12, 1994 and recorded in Deed Book 18865, Page 70, aforesaid records.

17. Easement from Arthur Earnshaw to Georgia Power Company, dated August 29, 1996, filed for record November 12, 1996 and recorded in Deed Book 21762, Page 44, aforesaid records.

18. Slope Easement within Right of Way Deed from Sandra L. Brannon to Ga. Dept. of Transportation, dated September 22, 1994, filed for record October 4, 1994 and recorded in Deed Book 18837, Page 182, aforesaid records.

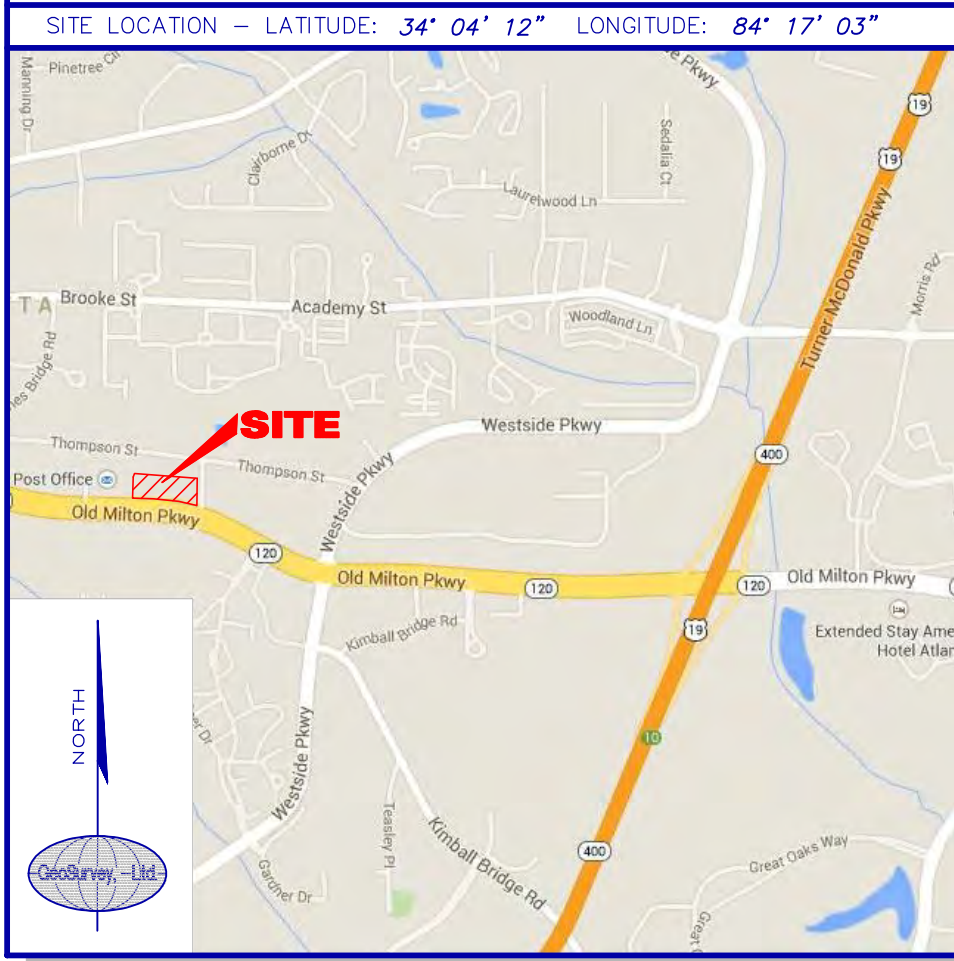
19. Slope Easement within Right of Way Deed from Sandra L. Brannon to Ga. Dept. of Transportation, dated September 22, 1994, filed for record October 4, 1994 and recorded in Deed Book 18837, Page 187, aforesaid records.

20. Easement from Sandra L. Brannon to Georgia Power Company, dated August 23, 1996, filed for record November 12, 1996 and recorded in Deed Book 21762, Page 44, aforesaid records.

21. Right-of-Way Easement from Gerald R. Ellington & Judith Ann Ellington to Sonnee Electric Membership Corporation, a corporation, dated November 15, 1984, filed for record December 3, 1984 and recorded in Deed Book 9278, Page 218, aforesaid records.

22. INTENTIONALLY OMITTED (REFERENCE TO PRIOR SURVEY)

VICINITY MAP



GENERAL NOTES

THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA BASED ON THE FLOOD INSURANCE RATE MAP FOR THIS AREA. THE MAP NUMBER FOR THIS AREA IS 13121C 0058F, AND THE DATE OF SAID MAP IS SEPT. 18, 2013. THIS DETERMINATION WAS MADE BY GRAPHICALLY DETERMINING THE POSITION OF THIS SITE ON SAID FIRM MAPS UNLESS OTHERWISE NOTED.

THE HORIZONTAL AND VERTICAL DATUM FOR THIS SURVEY IS BASED ON SURVEY REFERENCE 1.

THE SITE IS ZONED "MU" (MIXED USE DISTRICT) ZONING CONDITIONS PER: MP-16-14/2-16-15 Notting Hill Old Milton Holdings MU LAND USE SHALL BE MIXED USE RESIDENTIAL & COMMERCIAL. SETBACKS ARE PER THE APPROVED CONDITIONS, AS REFERENCED IN PLAT BOOK 405, PAGE 125.

PLEASE NOTE: ZONING AND SETBACKS SHOULD BE CONFIRMED AND VERIFIED BY PLANNING AND ZONING PRIOR TO DESIGN OR CONSTRUCTION ACTIVITIES.

SURVEY REFERENCES

1> ALTA/ACSM LAND TITLE SURVEY FOR FOURTH QUARTER PROPERTIES XLVII, PREPARED BY CRAIG A. JENNINGS, NATIONAL ASSOCIATION OF PROFESSIONAL LAND SURVEYORS, PREPARED BY GEOSURVEY, LTD., DATED MARCH 22, 2005, LAST REVISED MARCH 17, 2006.

2> SUBDIVISION PLAT FOR L. N. THOMPSON PROPERTY, PREPARED BY J. M. DODD, SURVEYOR, DATED JUNE 3, 1946, AND RECORDED IN PLAT BOOK 35, PAGE 2 OF THE FULTON COUNTY PUBLIC RECORDS.

3> RIGHT OF WAY PLANS FROM THE DEPARTMENT OF TRANSPORTATION, PROJECT NUMBER STP 189-1(16), PAGE 22A. DATED OCTOBER 12, 1993.

PROPERTY DESCRIPTION

All that tract or parcel of land lying and being in land lot 749 of the 1st District, 2nd Section, City of Alpharetta, Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at a concrete monument found at the southwest corner of the mitered right-of-way intersection of the westerly right-of-way of Park Street (having a 30' right-of-way) and the northerly right-of-way of Old Milton Parkway (State Route 120, also known as State Bridge Road, having a variable right-of-way); Thence continuing with said northerly right-of-way of Old Milton Parkway along a curve to the left having an arc length of 68.53 feet, with a radius of 1518.95 feet, being subtended by a chord bearing of North 78 degrees 53 minutes 00 seconds West, for a distance of 68.53 feet to a 5/8-inch rebar found; Thence along a curve to the left having an arc length of 97.97 feet, with a radius of 1518.95 feet, being subtended by a chord bearing of North 80 degrees 01 minutes 25 seconds West, for a distance of 97.95 feet to a 5/8-inch rebar found; Thence along a curve to the left having an arc length of 146.77 feet, with a radius of 1518.95 feet, being subtended by a chord bearing of North 84 degrees 38 minutes 23 seconds West, for a distance of 146.71 feet to a 5/8-inch rebar found; Thence along a curve to the left having an arc length of 20.78 feet, with a radius of 1518.95 feet, being subtended by a chord bearing of North 87 degrees 47 minutes 59 seconds West, for a distance of 20.78 feet to a concrete monument found; Thence North 88 degrees 14 minutes 41 seconds East, a distance of 129.00 feet to a 1/2-inch rebar found; Thence departing said northerly right-of-way of Old Milton Parkway North 02 degrees 20 minutes 52 seconds East, a distance of 182.93 feet to a 1/2-inch open top pipe found; Thence North 01 degrees 19 minutes 50 seconds East, a distance of 49.12 feet to a 5/8-inch rebar set; Thence South 81 degrees 33 minutes 21 seconds East, a distance of 125.65 feet to a 5/8-inch rebar set on the westerly right-of-way of Park Street; Thence continuing with said westerly right-of-way, South 01 degrees 08 minutes 35 seconds West, a distance of 67.62 feet to a 1/2-inch rebar found; Thence South 01 degrees 08 minutes 35 seconds West, a distance of 125.65 feet to a concrete monument found at the north end of a mitered right-of-way intersection of said westerly right-of-way of Park Street and the northerly right-of-way of Old Milton Parkway; Thence South 63 degrees 38 minutes 12 seconds West, a distance of 38.46 feet to a concrete monument found, which is the POINT OF BEGINNING.

Said tract of land contains 2.411 Acres.

SURVEYOR CERTIFICATION

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording instruments, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

Craig A. Jennings
Georgia Registered
Land Surveyor # 3043

SURVEYOR CERTIFICATION

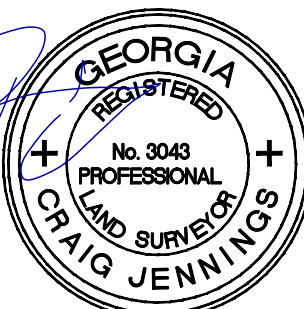
To: WS Notting Hill of Alpharetta, LLC, a Georgia limited liability company
United Community Bank
Chicago Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6(a), 7(a), 7(b), 8, 9, 11(a), and 13, of Table A thereof.

The field work was completed on December 13, 2017.

Map Date: December 13, 2017

Craig A. Jennings
Georgia Registered
Land Surveyor # 3043



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Marietta, Georgia 30062

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www.geosurvey.com

EMAIL: info@geosurvey.com

Certificate of Authorization #LSF-000621

ALTA/NSPS LAND TITLE SURVEY

WS Notting Hill of Alpharetta, LLC
United Community Bank
Chicago Title Insurance Company

GS JOB NO:	20042198	DRAWING SCALE:	1" = 40'	SURVEY DATE:	12-13-2017
FIELD WORK:	CE	CITY:	ALPHARETTA	STATE:	GEORGIA
PROJ MGR:	GEE	COUNTY:	FULTON	NO.	Date
REVIEWED:	JRC	LAND LOT:	749	Description	
DWG FILE:	20042198-20.dwg	DISTRICT:	1st	DISTRICT:	2nd

LEGEND

STANDARD ABBREVIATIONS	STANDARD SYMBOLS
AC AIR CONDITIONER	OT OVERHEAD TRAFFIC SIGNAL LIGHT
BH BORE HOLE	PP POWER POLE
BSL BUILDING SETBACK LINE	QW CUI WIRE
CI CURB INLET	PL POWER LINE
CMF CONCRETE MONUMENT FND	LP LIGHT POLE
CO SANITARY CLEANOUT	ET ELECTRIC TRANSFORMER
CPD CORRUGATED PEDESTAL	WV WATER VAULT
CRZ CRITICAL ROOT ZONE	GV GAS VALVE
CRP DROP INLET	GM GAS METER
DI DUCTILE IRON PIPE	WV WATER VALVE
DWCB DOUBLE WING CATCH BASIN	WM WATER METER
FNC FENCE	FE FIRE HYDRANT
FND FOUND	UG UNDERGROUND ELECTRIC LINE
FOC FIBER OPTIC CABLE	UG UNDERGROUND GAS LINE
GM GAS METER	UC UNDERGROUND COMMUNICATION LINE
INV INVERT	UW UNDERGROUND WATER LINE
JB JUNCTION BOX	PI PHOTO POSITION INDICATOR
MH MANHOLE	RP REGULAR PARKING SPACE COUNT
OT OPEN TOP PIPE	RBR 5/8" RBR SET
PM POWER METER	SS SANITARY SEWER
POB POINT OF BEGINNING	SWCB SINGLE WING CATCH BASIN
POC POINT OF COMMENCEMENT	TRANS ELECTRIC TRANSFORMER
RCP REINFORCED CONCRETE PIPE	
RBR 5/8" RBR SET	
SS SANITARY SEWER	
SWCB SINGLE WING CATCH BASIN	
TRANS ELECTRIC TRANSFORMER	

CLOSURE STATEMENT

THE FIELD CLOSURE UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 48,320, AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. A TRIMBLE S-6 TOTAL STATION AND TRIMBLE TSC-3 DATA COLLECTOR WERE USED TO COLLECT THIS FIELD DATA.

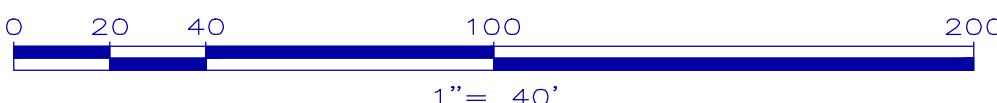
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 421,321 FEET, SEE INT.

IF YOU DIG

Know what's below.
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Or Call 800-282-7411



GRAPHIC SCALE



CITIZEN PARTICIPATION FORM - PART B

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

Public Hearing or Project Name: **Case # PHA210053**

Contact Name: **Hunter Carlson**

Telephone: **678-756-2553**

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

NA

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

☒

Letter

☐

Personal Visits

☐

Telephone

☐

Group Meeting

☐

Email

☐

Other (Please Specify)

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

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

Signature of Authorized Agent: **Hunter Carlson**

Digitally signed by Hunter Carlson
Date: 2022.01.06 09:59:20 -05'00'

Date: **1/6/22**

Print Form



COMMUNITY DEVELOPMENT
COMMUNITY ZONING INFORMATION MEETING
DECEMBER 08, 2021
ZOOM
6:00 PM

- I. Staff Present
 - a. Michael Woodman
 - b. Ben Kern
 - c. Alex Callum
- II. Reserve 116- 4150 Old Milton Parkway
 - a. Applicant Presentation: Lele Wright
 - i. 1960 sq ft space
 - ii. The site would be used for weddings, workshops, and birthday parties.
 - b. There were no public comments or questions for this item.
- III. Atlanta Signs
 - a. Applicant Presentation: Dave West
 - i. The applicant is requesting for tenant panel signs be allowed more than four spaces.
 - b. Public Comments:
 - i. How many spaces is the applicant requesting? The applicant confirmed twelve.
- IV. Wellstar Sign Exception- 2450 Old Milton Parkway
 - a. Applicant Presentation: Mark Drye
 - i. Rebranding process for Wellstar- the signage needs to be updated
 - ii. There would be an urgent care signage along Old Milton
 - iii. The applicant is reducing the number of signs and relocating them to be more visible
 - b. Public Comments:
 - i. This is a great strategy and big improvement.
- V. Continuum- 5555 Windward Parkway
 - a. Applicant Presentation: Julie Sellers
 - i. It is currently an office park.
 - ii. Mostly hidden
 - iii. It's consistent with the city's vision
 - iv. Amenity space of 3 acres
 - v. Pedestrian friendly
 - b. Public Comments:
 - i. Is parking paid or free? The applicant confirmed that the decision had not yet been finalized.
 - ii. Can you show where the parking will be?
 - iii. How is traffic not affected by this?
- VI. Chat comments for this CZIM:

From greer laptop : the second speaker asked to be allowed to have more than 4 vendors on the sign. But how many is he asking to be allowed on the sign?

From Michael Woodman : i will get to your question once we finish the wellstar item

From greer laptop : no. thank you.

From greer laptop : the newspaper article mentioned a proposed 488 apartments. It also stated this

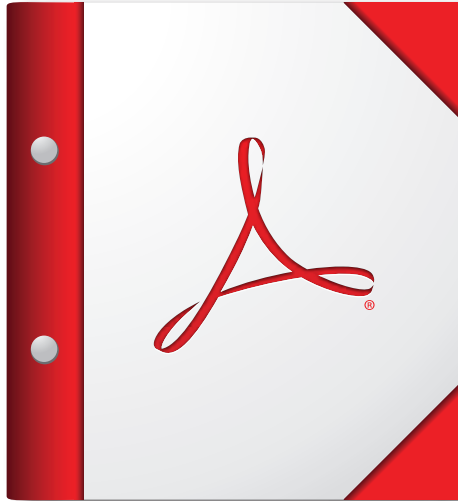
mixed use plan would not impact traffic. How can that be when you are adding an insane number of apartments/condos, etc? The current mixed use plan in downtown Alpharetta has made the traffic downtown a total mess. I don't see the difference between that and this proposal.

From william robichaud william.robichaud@hpe.com : Can you point out where the parking would be located for the current office buildings at the site today. Where on the block plan is parking represented

From Tim's Galaxy S10+ : C is currently a loading dock area. will that be retained is that is a parking deck?

From Tim's Galaxy S10+ : thank you

The CZIM meeting ended at 6:29 p.m.



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Wellstar Avalon – Signage Variance Application

Contact Information:

Owner

Wellstar Health System
793 Sawyer Road
Marietta, Georgia 30062

Owner Contact

Hunter Carlson
2450 Old Milton Parkway
Alpharetta, Georgia 30009
678.756.2553
hunter.carlson@wellstar.org

Design Consultant

Mark Drye
Caruso & Drye Design Group, Inc.
358 Roswell Street, Suite 2170B
Marietta, Georgia 30060
404.405.2133
mark@carusodrye.com

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 packets.
2. It is preferred that all responses be typed. Illegible applications will not be accepted.
3. Prior to signing and submitting your application, please check all information supplied on the following pages to ensure that all responses are complete and accurate. Incomplete applications will not be accepted.
4. Payment of all applicable fees must be made at the time of application. Payment may be made via cash, credit card (American Express, Master Card or Visa), or check made payable to "City of Alpharetta." 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: Hunter Carlson Telephone: 470-956-9148

Address: 2450 Old Milton Pkwy Suite: _____

City Alpharetta State: GA Zip: 30009 Fax: _____

Mobile Tel: 678-756-2553 Email: hunter.carlson@wellstar.org

Subject Property Information:

Address: 2450 Old Milton Parkway Current Zoning: MU

District: 1 Section: 2 Land Lot: 749 Parcel ID: _____

Proposed Zoning: MU Current Use: Medical Office

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>(Specify):</u> _____ | |

APPLICANT REQUEST AND INTENT

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

Medical Office Practices & Urgent Care Services - Wellstar

Applicant's Request (Please itemize the proposal):

As part of a system wide re-branding / re-signing project, Applicant is requesting sign exceptions to allow the following:

- to permit allowable wall sign area on the South building elevation (Old Milton Parkway) to be divided into 2 separate signs instead of 1 sign as allowed by the sign ordinance.
- to permit allowable wall sign area on the East elevation (facing Park Street) to be used on the West elevation instead. The East Elevation is unusable for signage due to poor visibility due to existing trees.
- to allow for (2) 10' tall monument signs (one associated with Old Milton frontage, the second associated with Park Street frontage).
- to allow face-lighted graphics on the proposed monument signs included as part of the application, and for wall mounted building signage included as part of the application.

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

The proposed sign exceptions will allow for improved identification of the building occupant (Wellstar) and specifically improve visibility and legibility of signage identifying Urgent Care services. Currently patients coming for Urgent Care services indicate they are unable see or read the existing Urgent Care signage thus often missing their turn onto Park Street. This in turn causes patients to make U-Turns along Old Milton Parkway and/or re-route through adjacent residential streets, neither of which is desirable. The proposed exceptions to the sign ordinance would allow the applicant to install Urgent Care signage in locations and with lighting methods consistent with industry standards for Urgent Care facilities. Approval of these exceptions will help the applicant improve communication to vehicular traffic along Old Milton Parkway, in turn helping patients seeking urgent medical care locate and access the facility in a more expeditious and safe manner.

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Hunter Carlson Telephone: 470-956-9148
Address: 2450 Old Milton Pkwy Suite: _____
City Alpharetta State: GA Zip: 30009 - _____

Authorization:

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

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

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

Property Owner's Authorized Applicant (if applicable):

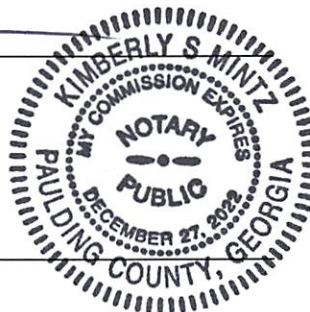
Name of Authorized Applicant: Hunter Carlson Telephone: 678-756-2553
Address: _____ Suite: _____
City Alpharetta State: GA Zip: 30009 - _____

So Sworn and Attested:

Owner Signature: [Signature] Date: 10/29/21

Notary:

Notary Signature: [Signature] Date: 10/29/21





DISCLOSURE FORM

The Official Code of Georgia Annotated requires disclosure of campaign contributions to government officials by an applicant or opponent of a rezoning or public hearing petition (O.C.G.A. 36-67 A-1).

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

Name of Applicant or Opponent: Hunter Carlson

Subject Public Hearing Case: _____

Campaign Contribution Information:

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

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

Name of Official: N/A Position: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

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

Signature: _____

Date: _____

SIGN VARIANCE REVIEW CRITERIA

Are there exceptional conditions pertaining to the property where the sign is to be located as a result of the property size, shape, or topography which are not applicable to other lands or structures in the area? If "yes," please explain.

☐ Yes

☒ No

Would the applicant be deprived of rights that are commonly enjoyed by others similarly situated? If "yes," please explain.

☐ Yes

☒ No

Would granting the variance confer on the applicant any significant privileges which are denied to others similarly situated? If "yes," please explain.

☐ Yes

☒ No

Are the exceptional circumstances the result of actions of the applicant or the applicant's representatives? If "yes," please explain.

☐ Yes

☒ No

Is the requested variance the minimum necessary to allow the applicant to enjoy rights commonly enjoyed by others similarly situated? If "no," please explain.

☒ Yes

☐ No

Would granting of the variance violate more than one standard of the Unified Development Code? If "yes," please explain.

☒ Yes

☐ No

One request involves shifting sign area from allowed building elevations to other elevations to better correspond with architectural conditions and line of sight considerations. The second request corresponds with lighting methods - to allow for face-lighted signage.

Would granting the variance result in allowing a sign that interferes with road or highway visibility or obstruct or otherwise interfere with the safe and orderly movement of traffic? On a separate sheet or sheets, please defend your response.

☐ Yes

☒ No

CITIZEN PARTICIPATION FORM - PART A

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

Public Hearing or Project Name: Wellstar Avalon Health Park Signage Exception

Contact Name: Hunter Carlson Telephone: 678-756-2553

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

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

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

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

These individuals will have the opportunity to respond by email.

CITIZEN PARTICIPATION FORM - PART B

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

Public Hearing or Project Name: **Wellstar Avalon Health Park Signage Exception**

Contact Name: **Hunter Carlson** Telephone: **678-756-2553**

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

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

- | | |
|------------------------------------|--|
| ☐ Letter | ☐ Personal Visits |
| ☐ Telephone | ☐ Group Meeting |
| ☐ Email | ☐ Other <i>(Please Specify)</i> _____ |

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

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

Signature of Authorized Agent: _____ Date: _____

Print Form

MULL JAMES R
2385 OLD MILTON PKY
ALPHARETTA GA 30009

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

PULTE HOME CORPORATION
2475 NORTHWINDS PKWY STE 600
ALPHARETTA GA 30009

JBGL ATLANTA DEVELOPMENT LLC
2805 DALLAS PKWY SUITE 400
PLANO TX 75093

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

JBGL ATLANTA DEVELOPMENT LLC
2805 DALLAS PKWY SUITE 400
PLANO TX 75093

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

STATE BANK & TRUST COMPANY
4219 FORSYTH RD
MACON GA 31208

MOSS LESLIE MOSS RHONDA
112 THOMPSON ST
ALPHARETTA GA 30004

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

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

LISA & BOB CHEELEY FOUNDATION INC
5100 PEACHTREE PKWY STE 200
NORCROSS GA 30092

AVREN DOUGLAS ET AL
205 HEMBREE PARK TER
ROSWELL GA 30076

GILKEY SCOTT L
2095 WILLSHIRE GLN
ALPHARETTA GA 30009

CHESTER CHARLES E
2465 OLD MILTON PKWY
ALPHARETTA GA 30004

ZHOU RICHARD Q
205 ASCALON CT
ALPHARETTA GA 30005

MARSH BUNDY KING 2012 TRUST THE
PO BOX 20096
ATLANTA GA 30325

CHEELEY ROBERT D
5100 PEACHTREE PKWY STE 200
NORCROSS GA 30092

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

MARSH BUNDY KING 2012 TRUST THE
PO BOX 20096
ATLANTA GA 30325

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

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

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

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

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

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

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

PULTE HOME CORPORATION
2475 NORTHWIND PKWY STE 600
ALPHARETTA GA 30009

JBGL ATLANTA DEVELOPMENT LLC
2805 DALLAS PKWY SUITE 400
PLANO TX 75093

GLUCK PROPERTIES LLC
2455 OLD MILTON PKWY
ALPHARETTA GA 30004

GARDNER DRIVE L L C
200 W MONROE ST STE 2200
CHICAGO IL 60606

KALDANI NARDEN & KAHVAZADEH HAMID R
145 THOMPSON ST
ALPHARETTA GA 30004

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

ACADEMY PARK NEIGHBORHOOD ASSN INC
12102 DANCLIFF TRC
ALPHARETTA GA 30009

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

PULTE HOME CORPORATION
2475 NORTHWINDS PKWY STE 600
ALPHARETTA GA 30009

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

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

OLD MILTON LEASING ENTERPRISES LLC
& NORRIS PROPER
1645 EVERSEDGE DR
ALPHARETTA GA 30004

MARSH BUNDY KING 2012 TRUST THE
PO BOX 20096
ATLANTA GA 30325

BLACKWATER VENTURES LLC
306 CHAMPIONS CT
WOODSTOCK GA 30188

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

JONES JAMES T & JONES CATHERINE G
2305 DINSMORE RD
ALPHARETTA GA 30004

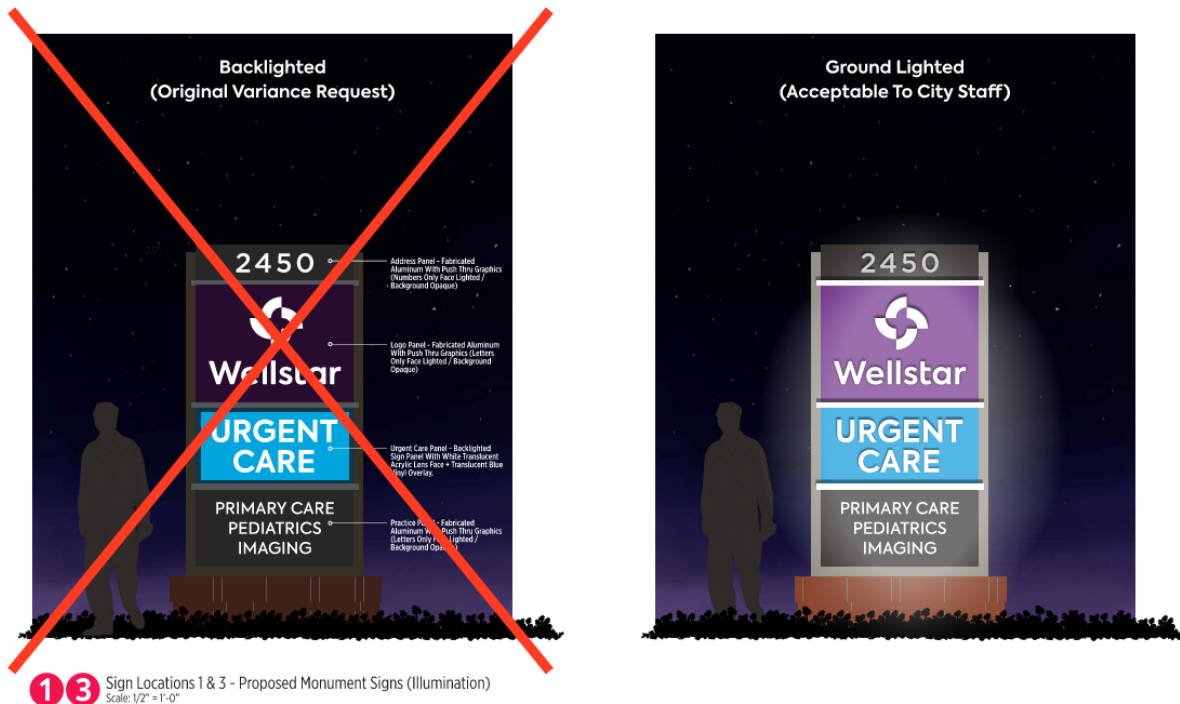
From: [Mark Drye](#)
To: [Woodman, Michael](#)
Cc: [Callum, Alexandra](#)
Subject: RE: Wellstar Sign Exception
Date: Tuesday, February 1, 2022 3:06:10 PM
Attachments: [image001.png](#)
[image002.png](#)

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

Michael – I had a meeting this morning with the folks from Wellstar. At this point they want to proceed with the application in it's current form (face lighted wall signage and 10' monument signs). I think they may be open to changing the wall signs to external lighting, but not unless Council is willing to allow for the 10' monument sign...they feel very strongly that that height is needed and want the opportunity to make their case to Council.

Couple of questions....(1) do we/I need to provide you with anything regarding the change from internal to external illumination on the monument signs?; (2) when making the presentation to Council to support their desire for the 10' monument, what format should be used for presentation materials? Electronic/Powerpoint? Or prints that can be handed out to Council? Let me know your thoughts. Not sure of protocol and want to make sure I understand, as I suspect Wellstar will ask my firm to prepare any supplemental materials.

Thanks!



LANDSCAPE STRIP TREE REQUIREMENT
(NORTH PROPERTY LINE):
TOTAL LINEAR FEET (EXCLUDING DRIVES, REQUIRED
SIDEWALKS) = 463 LF
TREES REQUIRED = 1 TREE / 50' LF = 463 / 50 = 9.3 = 10 TREES
TREES PROVIDED = 10 TREES (4" CALIPER)

LANDSCAPE STRIP TREE REQUIREMENT
(WEST PROPERTY LINE):
TOTAL LINEAR FEET (EXCLUDING DRIVES, REQUIRED
SIDEWALKS) = 232 LF
TREES REQUIRED = 1 TREE / 50' LF = 232 / 50 = 4.6 = 5 TREES
TREES PROVIDED = 5 TREES (4" CALIPER)

LANDSCAPE STRIP TREE REQUIREMENT
(PARK STREET):
TOTAL LINEAR FEET (EXCLUDING DRIVES, REQUIRED
SIDEWALKS, AND AREAS WITHIN DRIVER'S SIGHT LINE) =
139.9 LF
TREES REQUIRED = 1 TREE / 25' LF = 139.9/25 = 5.6 = 6 TREES
TREES PROVIDED = 2 PROP TREES (4" CALIPER)
4 EXISTING TREES

LANDSCAPE STRIP TREE REQUIREMENT
(OLD MILTON PARKWAY):
IN ACCORDANCE WITH SECTION 3.2.8.D OF THE CITY OF
ALPHARETTA TREE CONSERVATION, LANDSCAPE, AND BUFFER
REQUIREMENTS:
WHERE SPACING OF SHADE TREES EXCEEDS 25 FEET ON
CENTER, UNDERSTORY TREES FILL IN THE GAPS BETWEEN.
SPACING OF SHADE TREES DOES NOT EXCEED 40 FEET ON
CENTER.

DUMPSTER SCREENING REQUIREMENT

IN ADDITION TO EVERGREEN PLANTINGS,
DUMPSTER PAD IS 8' BELOW ROAD GRADE.
STEEP GRADE CHANGE OBSCURES LINE OF
SIGHT FROM ROAD.

SCREENING REQUIREMENT MET

TREE REPLACEMENT KEY

- | SYMB. | DESCRIPTION |
|-------|----------------------------|
| | - SHUMARD OAK |
| | - PRINCETON ELM |
| | - BLACK GUM |
| | - RED MAPLE |
| | - BRACKEN'S BROWN MAGNOLIA |
| | - EASTERN REDBUD |
| | - EUROPEAN HORNBEAM |
| | - NATCHEZ GRAPE MYRTLE |
| | - DYNAMITE GRAPE MYRTLE |
| | - EMILY BRUNER HOLLY |
| | - NELLIE R STEVENS HOLLY |
| | - DARK AMERICAN ARBORVITAE |

CITY OF ALPHARETTA UTILITY LANDSCAPE NOTE

ALL TREES MUST BE PLANTED A MINIMUM OF 5 FEET FROM ANY
UTILITY LINE AND OR EASEMENTS, UNLESS APPROVED BY THE CITY
ARBORIST OR UTILITY PROVIDER.

CITY OF ALPHARETTA UTILITY COORDINATION NOTE

CONTRACTOR TO PROVIDE ALL PRIVATE UTILITY PROVIDERS WITH
LANDSCAPE PLAN PRIOR TO START OF CONSTRUCTION AND OBTAIN
APPROVAL. PROOF OF APPROVAL THEN TO BE PROVIDED TO CITY
ARBORIST.

CITY OF ALPHARETTA ARBORIST NOTE

IF DECK SCREENING IS NOT ADEQUATE, ADDITIONAL EVERGREENS WILL
BE ADDED TO PROVIDE ADEQUATE SCREENING AS DETERMINED BY THE
CITY.

CONTRACTOR SHALL COORDINATE BUILDING WINDOW AND DOOR LOCATIONS WITH PLANTING PLANS

F2 SITE LIGHTING AND LOCATIONS SHALL BE COORDINATED WITH TREE REPLACEMENT PLANS
AND ELECTRICAL PLANS PREPARED BY OTHERS AND SUBMITTED TO THE BUILDING DEPARTMENT.

DENSITY AND SPECIMEN TREE REPLACEMENT - COMMERCIAL

Density Replacement Qty	Specimen Replacement Qty	Botanical Name	Common Name	Min. Size	Units for Specimen Recompense	Total Density Inches (200.2 Required)	Total Specimen Units (0.0 Required)	% Of Total*	Overstory*	% Native to GA Piedmont***
6		Acer rubrum 'October Glory'	October Glory Red Maple	4" Cal.	0.6	24"	0	8.8%	8.8%	8.8%
10		Carpinus betula 'Fastigiata'	European Fastigate Hornbeam	4" Cal.	0.6	40"	0	14.7%		
1		Cercis canadensis	Eastern Redbud	3" Cal.	0.6	3"	0	1.5%		1.5%
1		Ilex x 'Emily Bruner'	Emily Bruner Holly	2" Cal. (9-10' HT)	0.4	2"	0			
8		Ilex x 'Nellie R Stevens'	Nellie R. Stevens Holly	2" Cal. (9-10' HT)	0.4	16"	0	13.2%		
4		Lagerstroemia indica 'Dynamite'	Dynamite Crape Myrtle - STD	2" Cal. (9-10' HT)	0.4	8"	0	11.8%		
4		Lagerstroemia indica 'Natchez'	Natchez White Crape Myrtle - STD	2" Cal. (9-10' HT)	0.4	8"	0			
3		Magnolia grandiflora 'Bracken's Brown'	Bracken's Brown Magnolia	4" Cal. (13-14' HT)	0.6	12"	0	4.4%		4.4%
4		Nyssa sylvatica	Green Gable Black Gum	4" Cal.	0.6	16"	0	5.9%	5.9%	5.9%
4		Quercus shumardii	Shumard Oak	4" Cal.	0.6	16"	0	5.9%	5.9%	5.9%
7		Thuja occidentalis 'Nigra'	Dark American Arborvitae	3" Cal. (11-12' HT)	0.5	21"	0	10.3%		
16		Ulmus americana 'Princeton'	Princeton Elm	4" Cal.	0.6	64"	0	23.5%	23.5%	23.5%
68	0	TOTAL DENSITY INCHES/SPECIMEN UNITS REPLACED				230"	0	100.0%	44.1%	50.0%

*NO MORE THAN 25% OF ALL TREES PLANTED ARE OF ANY ONE GENUS

**NO LESS THAN 40% OF ALL TREES PLANTED ARE OVERSTORY TREES

***NO LESS THAN 50% OF ALL TREES PLANTED ARE NATIVE/ADAPTED TO GA PIEDMONT

Sight Distance Calculations*

Park Street	
Number of Lanes	2
Speed Limit (mph)	25
Required SDL (ft)	280
Required SDR (ft)	280
Provided SDL (ft)	229**
Provided SDR (ft)	218**
Old Milton Parkway	
Number of Lanes	3***
Speed Limit (mph)	45
Required SDL (ft)	465
Required SDR (ft)	N/A
Provided SDL (ft)	500+
Provided SDR (ft)	N/A

Sight Distance Requirements Met

*Calculations performed in compliance with AASHTO
Policy on Geometric Design of Highways & Streets,
Chapter 9.

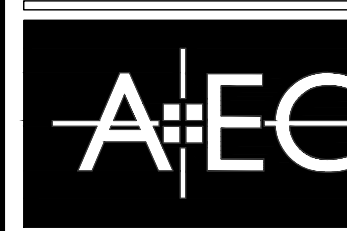
**SDL ends at Thompson St. SDR ends at Old Milton
Pkwy.



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Scale 1" = 20'



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50 Warm Springs Circle
Roswell • Georgia • 30075
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COMMERCIAL TREE REPLACEMENT PLAN

NOTTING HILL
ALPHARETTA, GEORGIA
FC# 17-107WR COA#:D170040

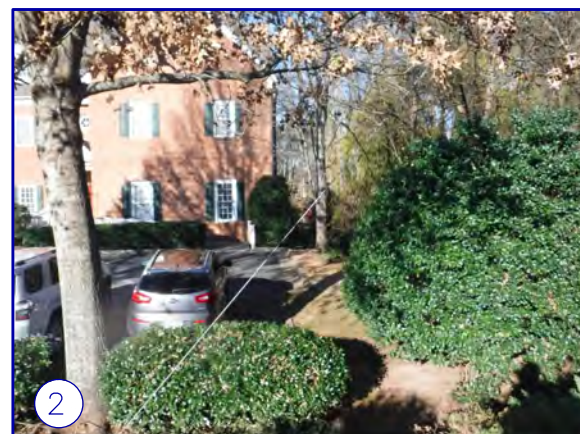
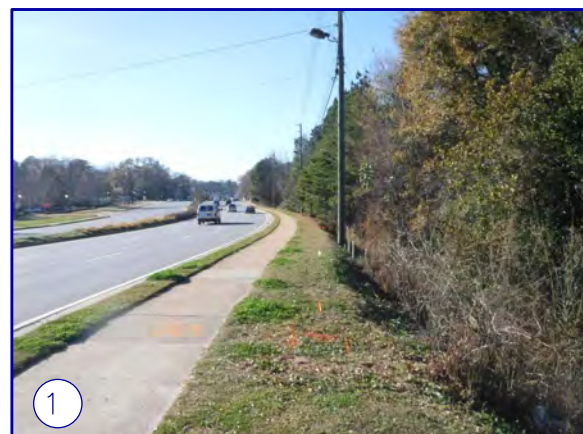
NO.	REVISIONS	DATE
3	CITY & COUNTY COMMENTS	12/1/17
4	CITY & COUNTY COMMENTS	01/04/18
5	GOVT COMMENTS	03/01/18
6	PERMIT REGION-LANDSCAPE	03/21/18
7	GOVT COMMENTS	03/27/18
8	DETENTION PERS REGION	05/11/18
9	TREE SAVE REGIONAL COMPLET SET	09/06/18

PROJECT NO: 17-3977
CIVIL DRAWN BY: SCH, JLM
CIVIL DESIGNED BY: SLR, CJF
LANDSCAPE DRAWN BY: SCH, BCG, JPS
LANDSCAPE DESIGNED BY: JPS
CHECKED BY:
DATE - AUGUST 7, 2017

SHEET

L3.0

SITE PHOTOGRAPHS



TITLE EXCEPTIONS

THE FOLLOWING EXCEPTIONS ARE LISTED IN SCHEDULE B, SECTION 2, OF COMMITMENT FOR TITLE INSURANCE, AS PREPARED BY CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NO. 5529.70035(W5), EFFECTIVE DATE NOVEMBER 1, 2017.

9. All matters which affect subject property as they may appear on that certain plat of Subdivision of I.N. Thompson, recorded in Plat Book 35, Page 2, Fulton County, Georgia Records.

NO MATTERS SHOWN ON SURVEY AFFECT SITE.

10. Easement from W.L. Rudasill to Georgia Power Company, dated May 22, 1950, filed for record June 12, 1950 and recorded in Deed Book 2531, Page 159, aforesaid records.

MAY AFFECT SITE - BLANKET EASEMENT FOR DISTRIBUTION OF POWER.

11. Easement from J.B. Wade to Georgia Power Company, dated May 22, 1950, filed for record June 12, 1950 and recorded in Deed Book 2531, Page 160, aforesaid records.

MAY AFFECT SITE - BLANKET EASEMENT FOR DISTRIBUTION OF POWER.

12. Slope Easement contained within Right of Way Deed from Wallace Spence a/k/a Noble W. Pence to Ga. Department of Transportation, dated October 14, 1994, filed for record October 21, 1994 and recorded in Deed Book 18895, Page 12, aforesaid records.

AFFECTS SITE, BLANKET IN NATURE.

13. Easement from Noble W. Pence a/k/a Wallace Spence to Georgia Power Company, dated August 26, 1996, filed for record November 12, 1996 and recorded in Deed Book 21762, Page 43, aforesaid records.

AFFECTS SITE, BLANKET IN NATURE.

14. Slope Easement contained within Right of Way Deed from Jewel F. Thompson to Ga. Department of Transportation, dated April 19, 1995, filed for record April 27, 1995 and recorded in Deed Book 19509, Page 222, aforesaid records.

AFFECTS SITE AS PLOTTED.

15. Easement from Estate of Jewel F. Thompson by Olivia Grizzle, Executrix, to Georgia Power Company, dated August 30, 1996, filed for record November 12, 1996 and recorded in Deed Book 21762, Page 49, aforesaid records.

AFFECTS SITE, BLANKET IN NATURE.

16. Slope Easement contained within Right of Way Deed from Arthur Earnshaw to Ga. Department of Transportation, dated October 6, 1994, filed for record October 12, 1994 and recorded in Deed Book 18865, Page 70, aforesaid records.

AFFECTS SITE AS PLOTTED.

17. Easement from Arthur Earnshaw to Georgia Power Company, dated August 29, 1996, filed for record November 12, 1996 and recorded in Deed Book 21762, Page 44, aforesaid records.

AFFECTS SITE, BLANKET IN NATURE.

18. Slope Easement within Right of Way Deed from Sandra L. Brannon to Ga. Dept. of Transportation, dated September 22, 1994, filed for record October 4, 1994 and recorded in Deed Book 18837, Page 182, aforesaid records.

AFFECTS SITE AS PLOTTED.

19. Slope Easement within Right of Way Deed from Sandra L. Brannon to Ga. Dept. of Transportation, dated September 22, 1994, filed for record October 4, 1994 and recorded in Deed Book 18837, Page 187, aforesaid records.

AFFECTS SITE AS PLOTTED.

20. Easement from Sandra L. Brannon to Georgia Power Company, dated August 23, 1996, filed for record November 12, 1996 and recorded in Deed Book 21762, Page 44, aforesaid records.

AFFECTS SITE, BLANKET IN NATURE.

21. Right-of-Way Easement from Gerald R. Ellington & Judith Ann Ellington to Sonnee Electric Membership Corporation, a corporation, dated November 15, 1984, filed for record December 3, 1984 and recorded in Deed Book 9278, Page 218, aforesaid records.

MAY AFFECT SITE, BLANKET EASEMENT FOR DISTRIBUTION OF POWER

22. INTENTIONALLY OMITTED (REFERENCE TO PRIOR SURVEY)

SURVEYOR CERTIFICATION

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording instruments, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDED OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

Craig A. Jennings
Georgia Registered
Land Surveyor # 3043

SURVEYOR CERTIFICATION

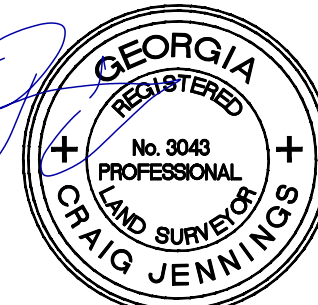
To: WS Notting Hill of Alpharetta, LLC, a Georgia limited liability company
United Community Bank
Chicago Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6(a), 7(a), 7(b), 8, 9, 11(a), and 13, of Table A thereof.

The field work was completed on December 13, 2017.

Map Date: December 13, 2017

Craig A. Jennings
Georgia Registered
Land Surveyor # 3043



GeoSurvey, Ltd.

Land Surveying • 3D Laser Scanning

1660 Barnes Mill Road

Marietta, Georgia 30062

Phone: (770) 795-9900

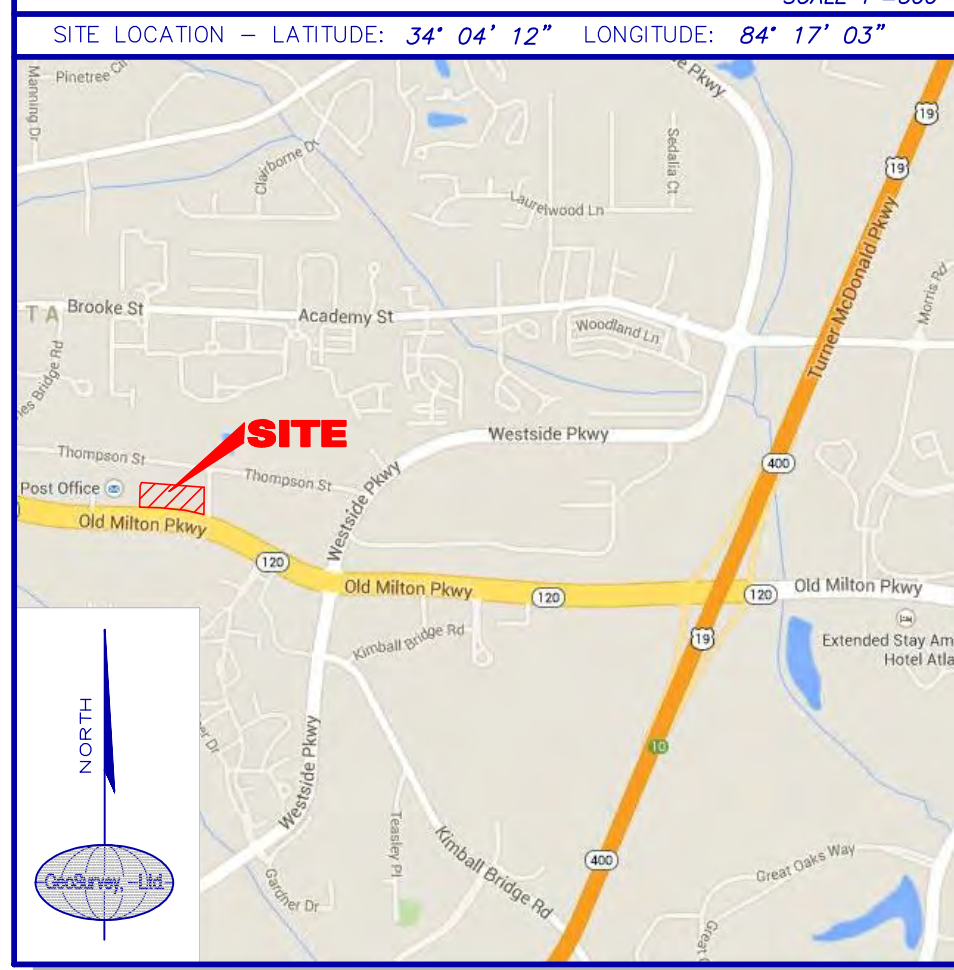
Fax: (770) 795-8880

www.geosurvey.com

EMAIL: info@geosurvey.com

Certificate of Authorization #LSF-000621

VICINITY MAP



GENERAL NOTES

THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA BASED ON THE FLOOD INSURANCE RATE MAP FOR THIS AREA. THE MAP NUMBER FOR THIS AREA IS 13121C 0058F, AND THE DATE OF SAID MAP IS SEPT. 18, 2013. THIS DETERMINATION WAS MADE BY GRAPHICALLY DETERMINING THE POSITION OF THIS SITE ON SAID FIRM MAPS UNLESS OTHERWISE NOTED.

THE HORIZONTAL AND VERTICAL DATUM FOR THIS SURVEY IS BASED ON SURVEY REFERENCE 1.

THE SITE IS ZONED "MU" (MIXED USE DISTRICT)
ZONING CONDITIONS PER: MP-16-14/2-16-15 Notting Hill Old Milton Holdings MU LAND USE SHALL BE MIXED USE RESIDENTIAL & COMMERCIAL. SETBACKS ARE PER THE APPROVED CONDITIONS, AS REFERENCED IN PLAT BOOK 405, PAGE 125.

PLEASE NOTE: ZONING AND SETBACKS SHOULD BE CONFIRMED AND VERIFIED BY PLANNING AND ZONING PRIOR TO DESIGN OR CONSTRUCTION ACTIVITIES.

SURVEY REFERENCES

1> ALTA/ACSM LAND TITLE SURVEY FOR FOURTH QUARTER PROPERTIES XLVII, B.C. WACHOWIA BANK, NATIONAL ASSOCIATION, & LAWYERS TITLE INSURANCE CORPORATION, PREPARED BY GEOSURVEY, LTD., DATED MARCH 22, 2005, LAST REVISED MARCH 17, 2006.

2> SUBDIVISION PLAT FOR I. N. THOMPSON PROPERTY, PREPARED BY J. M. DODD, SURVEYOR, DATED JUNE 3, 1946, AND RECORDED IN PLAT BOOK 35, PAGE 2 OF THE FULTON COUNTY PUBLIC RECORDS.

3> RIGHT OF WAY PLANS FROM THE DEPARTMENT OF TRANSPORTATION, PROJECT NUMBER STP 189-1(16), PAGE 22A. DATED OCTOBER 12, 1993.

PROPERTY DESCRIPTION

All that tract or parcel of land lying and being in land lot 749 of the 1st District, 2nd Section, City of Alpharetta, Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at a concrete monument found at the southwest corner of the mitered right-of-way intersection of the westerly right-of-way of Park Street (having a 30' right-of-way) and the northerly right-of-way of Old Milton Parkway (State Route 120, also known as State Bridge Road, having a variable right-of-way); Thence continuing with said northerly right-of-way of Old Milton Parkway along a curve to the left having an arc length of 68.53 feet, with a radius of 1518.95 feet, being subtended by a chord bearing of North 78 degrees 53 minutes 00 seconds West, for a distance of 68.53 feet to a 5/8-inch rebar found; Thence along a curve to the left having an arc length of 97.97 feet, with a radius of 1518.95 feet, being subtended by a chord bearing of North 80 degrees 01 minutes 25 seconds West, for a distance of 97.95 feet to a 5/8-inch rebar found; Thence along a curve to the left having an arc length of 146.77 feet, with a radius of 1518.95 feet, being subtended by a chord bearing of North 84 degrees 38 minutes 23 seconds West, for a distance of 146.71 feet to a 5/8-inch rebar found; Thence along a curve to the left having an arc length of 20.78 feet, with a radius of 1518.95 feet, being subtended by a chord bearing of North 87 degrees 47 minutes 59 seconds West, for a distance of 20.78 feet to a concrete monument found; Thence North 88 degrees 14 minutes 41 seconds East, a distance of 129.00 feet to a 1/2-inch rebar found; Thence departing said northerly right-of-way of Old Milton Parkway North 02 degrees 20 minutes 52 seconds East, a distance of 182.93 feet to a 1/2-inch open top pipe found; Thence North 01 degrees 19 minutes 50 seconds East, a distance of 49.12 feet to a 5/8-inch rebar set; Thence South 81 degrees 33 minutes 21 seconds East, a distance of 125.65 feet to a concrete monument found of the north end of a mitered right-of-way intersection of said westerly right-of-way of Park Street and the northerly right-of-way of Old Milton Parkway; Thence South 63 degrees 38 minutes 12 seconds West, a distance of 38.46 feet to a concrete monument found, which is the POINT OF BEGINNING.

Said tract of land contains 2.411 Acres.

ALTA/NSPS LAND TITLE SURVEY

WS Notting Hill of Alpharetta, LLC
United Community Bank
Chicago Title Insurance Company

GS JOB NO:	20042198	DRAWING SCALE:	1" = 40'	SURVEY DATE:	12-13-2017
FIELD WORK:	CE	CITY:	ALPHARETTA	STATE:	GEORGIA
PROJ MGR:	GEE	COUNTY:	FULTON	No.	Date
REVIEWED:	JRC	LAND LOT:	749	Description	
DWG FILE:	20042198-20.dwg	DISTRICT:	1st	DISTRICT:	2nd

RESERVED FOR CLERK OF COURTS RECORDING INFORMATION

GeoSurvey, Ltd.

LEGEND

STANDARD ABBREVIATIONS

AC AIR CONDITIONER
BH BORE HOLE
BSL BUILDING SETBACK LINE
CI CURB INLET
CMF CORRUGATED METAL PIPE
CONC CONCRETE MONUMENT FND
CO SANITARY CLEANOUT
CPED COMMUNICATION PEDESTAL
CRZ CRIMED TOP PIPE
CRZ CRITICAL ROOT ZONE
DIP DROP INLET
DRZ DUCTILE IRON PIPE
DWCB DOUBLE WING CATCH BASIN
FNC FENCE
FND FOUND
FOC FIBER OPTIC CABLE
GM GAS METER
INV INVERT
JN JUNCTION BOX
MH MANHOLE
OTP OPEN TOP PIPE
PM POWER METER
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
RCP REINFORCED CONCRETE PIPE
RBR IRON REINFORCING BAR
RBS 5/8" RBR SET
SS SANITARY SEWER
SWCB SINGLE WING CATCH BASIN
TRANS ELECTRIC TRANSFORMER

STANDARD SYMBOLS

OVERHEAD TRAFFIC SIGNAL LIGHT
POWER POLE
CITY WIRE
POWER LINE
LIGHT POLE
ELECTRIC TRANSFORMER
WATER VAULT
GAS VALVE
GAS METER
WATER VALVE
WATER METER
FIRE HYDRANT
UNDERGROUND ELECTRIC LINE
UNDERGROUND GAS LINE
UNDERGROUND COMMUNICATION LINE
UNDERGROUND WATER LINE
PHOTO POSITION INDICATOR
REGULAR PARKING SPACE COUNT
HANDICAP PARKING SPACE
TREE POSITION INDICATOR

CLOSURE STATEMENT

THE FIELD CLOSURE UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 64,320, AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. A TRIMBLE S-6 TOTAL STATION AND TRIMBLE TSC-3 DATA COLLECTOR WERE USED TO COLLECT THIS FIELD DATA.

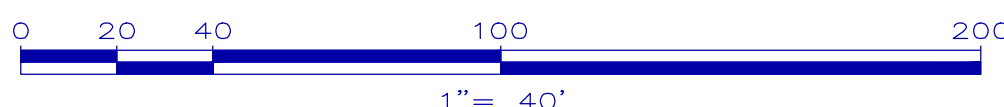
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 321,321 FEET, SEE INT.

IF YOU DIG

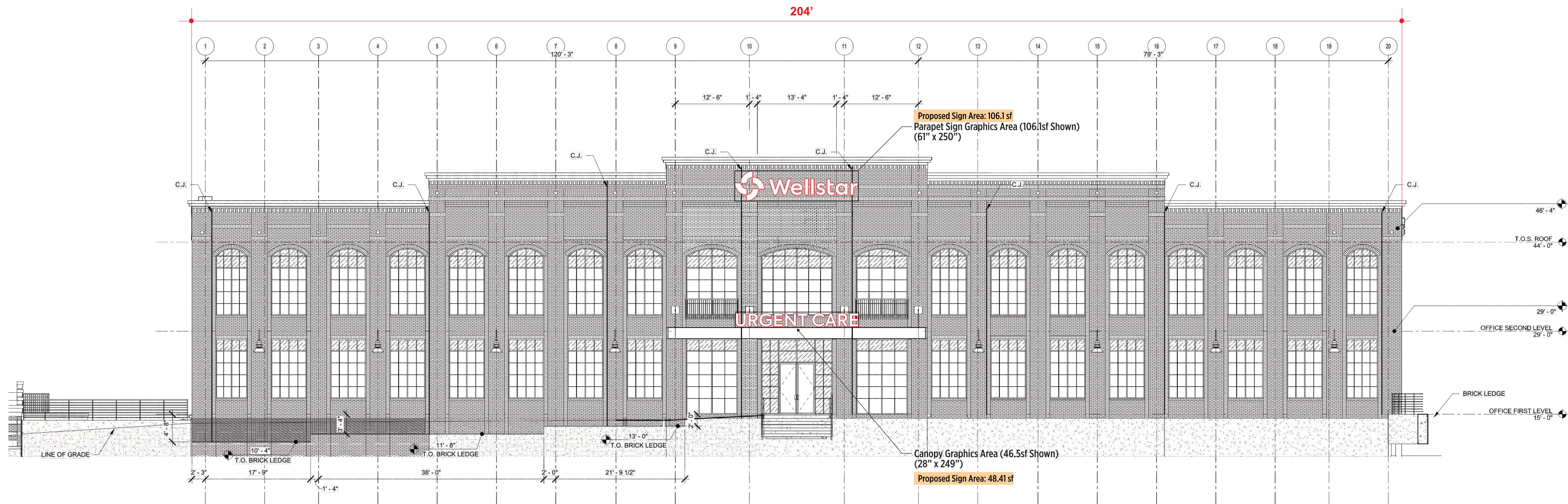


Know what's below.
Call before you dig.
Dial 811
Or Call 800-282-7411

GRAPHIC SCALE

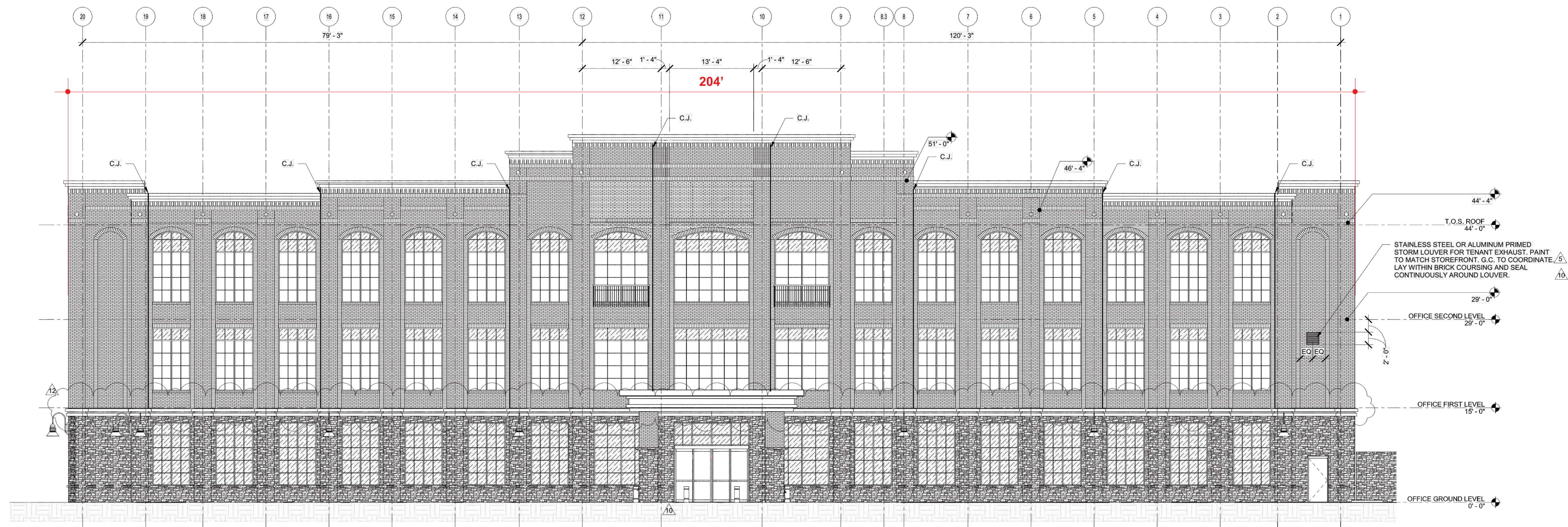


9/25/2018 3:12:28 PM
PLOTTED:
SHEET NAME: EXTERIOR ELEVATIONS SHEET NUMBER A-301 PROJECT NAME: WS NOTTING HILL
FILENAME: C:\Users\chase\Documents\Revit Projects\2017\1703050009 OLD MILTON VOB-X001 Central VChair.rvt



1 OFFICE - SOUTH ELEVATION (Faces Old Milton Parkway)

SCALE: 1/8" = 1'-0"



Allowed Sign Area This Elevation = 24sf
Proposed Sign Area This Elevation = 0sf

2 OFFICE - NORTH ELEVATION (Faces Parking Lot)

SCALE: 1/8" = 1'-0"

WAKEFIELD
BEASLEY &
ASSOCIATES

ATLANTA • JACKSONVILLE • ORLANDO
DALLAS • PANAMA • SHANGHAI



JWB
Realty Services, LLC

WS NOTTING HILL

2450 OLD MILTON PARKWAY
ALPHARETTA, GA 30009

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Print Record

PERMIT SET 04/06/2018

Revisions

5	06/22/2018	Revision 5
10	09/04/2018	Revision 10
12	04/25/2018	Revision 12

Date	Job No.
04/06/2018	1703050009

Sheet Title

EXTERIOR
ELEVATIONS

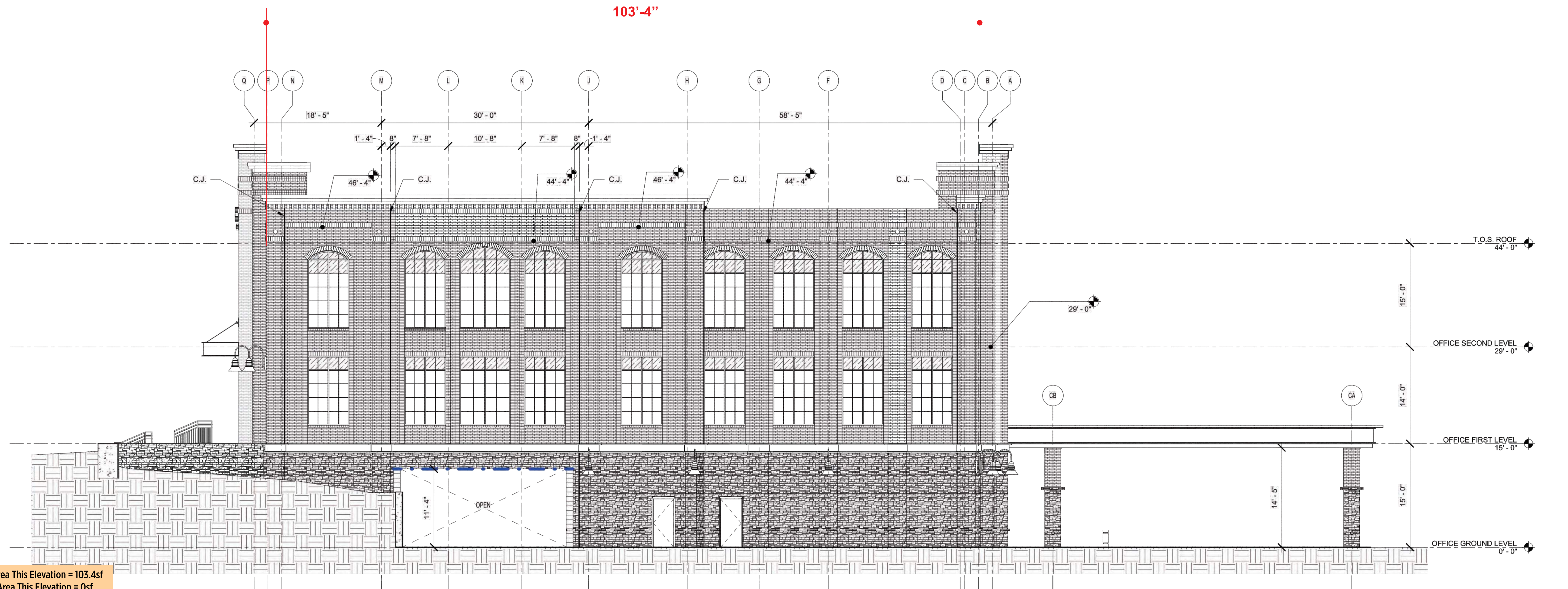
Sheet No.

A-301

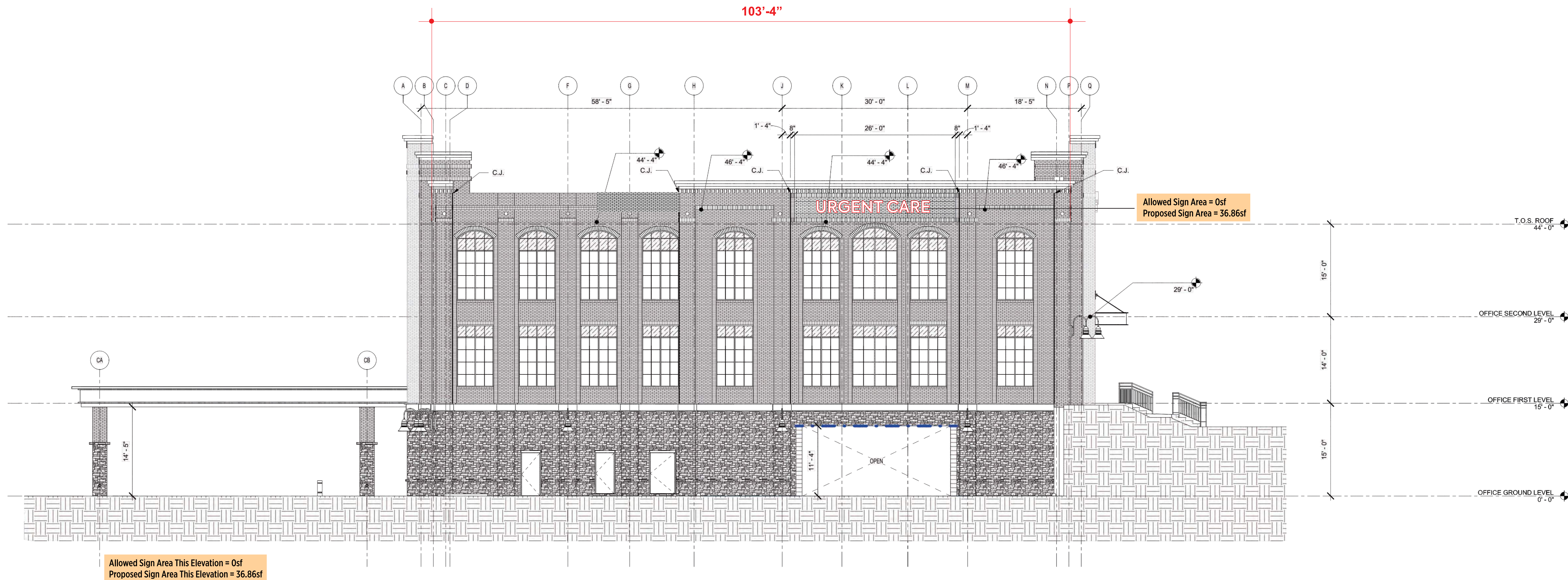
RELEASED FOR CONSTRUCTION

10/25/2021

FILENAME: C:\Users\chase\Documents\My Recent Projects\2017\170204000 - OLD MILTON 103-KM - Central V-Chance.rvt SHEET NAME: EXTERIOR ELEVATIONS SHEET NUMBER: A-301 PROJECT NAME: WS NOTTING HILL PLOTTED: 9/25/2018 3:12:28 PM



1 OFFICE - EAST ELEVATION (Faces Park Street)
SCALE: 1/8" = 1'-0"



2 OFFICE - WEST ELEVATION (Faces Parking Deck)
SCALE: 1/8" = 1'-0"

WAKEFIELD
BEASLEY &
ASSOCIATES

ATLANTA • JACKSONVILLE • ORLANDO
DALLAS • PANAMA • SHANGHAI



JWB
Realty Services, LLC

WS NOTTING HILL

2450 OLD MILTON PARKWAY
ALPHARETTA, GA 30009

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Print Record

PERMIT SET 04/06/2018

Revisions

5	06/22/2018	Revision 5
10	09/04/2018	Revision 10
12	04/25/2018	Revision 12

Date 04/06/2018 Job No. 170204-000

Sheet Title

EXTERIOR
ELEVATIONS

Sheet No.

A-302

RELEASED FOR CONSTRUCTION

10/25/2021

DISCLOSURE FORM

The Official Code of Georgia Annotated requires disclosure of campaign contributions to government officials by an applicant or opponent of a rezoning or public hearing petition (O.C.G.A. 36-67 A-1).

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

Name of Applicant or Opponent: Hunter Carlson

Subject Public Hearing Case: PHA210053

Campaign Contribution Information:

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

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

Name of Official: N/A

Position: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

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

Signature: _____

Date: 11/2/21



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT

SUBMITTED BY: KATHI COOK

DRAFTED BY: MICHAEL WOODMAN

I. **AGENDA ITEM TITLE:** CU-21-16/V-21-34 CUSTOM POOLS OF ATLANTA/711 NORTH MAIN STREET

CITY COUNCIL:

FEBRUARY 21, 2022

This item was considered at the 2/3/2022 Planning Commission meeting. Staff recommended approval subject to 16 conditions. There were no public comments. After discussion, Planning Commission recommended approval subject to staff's recommended conditions. Vote 5-0

II. **RECOMMENDATION:**

Approve CU-21-16/V-21-34 Custom Pools of Atlanta/711 North Main Street, subject to the following conditions:

1. 'Contractor's Office with Outside Storage' shall be added as a conditional use at 711 North Main Street and limited to no more than 3,000 square feet.
2. Conditional use approval shall be limited to Custom Pools of Atlanta; no additional 'Contractor's Office with Outside Storage' use or subleasing shall be permitted on the subject property.
3. 'Contractor's Office with Outside Storage' shall be limited to office with customers by appointment and outside storage of work trucks and trailers with small machinery.
4. Hours of operation shall be limited to Monday – Saturday 6:30 AM – 7:00 PM.
5. Site shall be developed, and trees shall be saved substantially as depicted on the site plan prepared by Georgia Premier Land Services, Inc., revision date 4/1/2021.
6. Outside storage shall be limited to the rear parking lot and shall be limited to the storage of work trucks and trailers with small machinery, as depicted in Exhibit A. Outdoor storage shall be screened from public streets, except where visible from the project driveway, as approved by the Design Review Board (DRB).
7. Per the property owner, work trucks shall not utilize audible reverse alarms on the property.
8. Swimming pool chemicals shall not be stored in the building or in the outside storage area.
9. A minimum 15' planted buffer shall be provided along the west and south property lines, as depicted on the site plan prepared by Georgia Premier Land Services, Inc., revision date 4/1/2021. Buffer shall be planted with a mix of evergreen trees and shrubs. Privacy fence shall be placed inside the 15' buffer with evergreen landscape material screening the fence from adjacent properties, with final approval by DRB.
10. Developer shall work with GDOT and the City to allow the required planting material in the landscape strip along North Main Street. If GDOT will not allow required planting material within the 20' landscape strip, planting material shall be planted at the back of the easement and in front of the building and parking lot, with final approval by DRB.
11. Building shall be brick and stone, as depicted, and scale shall be substantially similar to the submitted renderings. Building architecture shall meet an approved style in the Downtown Overlay, with final approval of design and materials by the Downtown Consultant and DRB.
12. If a dumpster is used, enclosure shall consist of materials similar to those used on the building and gate shall be metal and opaque, as approved by DRB.
13. North Main St driveway shall be removed prior to the issuance of a Certificate of Occupancy.
14. Full stormwater management shall be required. Reasonable efforts should be made to obtain easements to tie stormwater pond outfall through a pipe directly into a downstream structure

rather than releasing at grade. If tie in is not possible, measures shall be used to prevent concentrated flow at the property line.

15. Corner of North Main Street and Henderson Parkway shall be heavily landscaped and include ornamental planting beds, with final approval by DRB.
16. Signage shall not be internally illuminated.

III. REPORT IN BRIEF:

The applicant, Custom Pools of Atlanta, is requesting a conditional use and variances to operate a 'Contractor's Office with Outside Storage' in a 3,000 square foot building on 0.67 acres. Variances are requested to reduce an undisturbed buffer and landscape strip. The subject property is located at 711 North Main Street at the southwest corner of North Main Street and Henderson Parkway.

DISCUSSION

The submitted request, if approved, would allow Custom Pools of Atlanta to operate a 'Contractor's Office with Outside Storage' in a 3,000 square foot building on 0.67 acres. A conditional use is requested to allow the proposed use and variances are requested to reduce an undisturbed buffer and allow easements in a landscape strip. The subject property is located at 711 North Main Street at the southwest corner of North Main Street and Henderson Parkway.

The undeveloped property is zoned C-1 (Neighborhood Commercial), which allows 'Contractor's Office with Outside Storage' with the approval of a conditional use. Surrounding properties are zoned C-1, except the property to the west is City of Milton. Dunkin Donuts is located to the north, Advance Auto Parts to the east, Primrose School of Alpharetta to the south and a mixed-use parcel in the City of Milton is located to the west and south.

Variances are requested to reduce an undisturbed buffer from 50' to a minimum fifteen-feet (15') and to allow easements within the twenty-foot (20') landscape strip along North Main Street. The City's Unified Development Code (UDC) requires a 50' undisturbed buffer on commercial properties abutting properties that are zoned or used for residential use. The adjacent, undeveloped property in the City of Milton has mixed-use zoning. Therefore, it could be developed in the future for residential use. The homebuilder of the subdivision to the southwest pad graded the adjacent property and sold it in 2009. A buffer was planted, which is approximately 15' wide, on the south side of the mixed-use parcel to screen the property from the residential property to the south. A similar-sized buffer is provided at the rear of each residential lot abutting commercial properties in Alpharetta to the east.

As it relates to the landscape strip variance, the site plan depicts the twenty-foot (20') landscape strip along North Main Street without any landscape material. The landscape strip is encumbered by a permanent easement, and it is unclear if GDOT will allow the applicant to plant the required landscape strip trees and shrub within the easement. The applicant's site plan indicates a willingness by the applicant to plant the area to City landscape strip standards; however, GDOT would have to approve the plantings.

Custom Pools of Atlanta has been in business for approximately twenty (20) years and provides swimming pool contractor services. The applicant describes the use of the property as a contractor's office with customers by appointment only. Outside storage is for the overnight storage of work trucks and trailers with small machinery. Hours of operation are proposed to be Monday – Saturday 6:30 AM – 7:00 PM. The applicant anticipates five (5) employees at the start, with up to ten (10) employees in the future.

SITE PLAN

The site plan depicts a one (1) story over basement, 3,000 square foot building fronting North Main Street on a 0.67-acre corner lot. Parking is provided to the side and rear of the building with access to the site from Henderson Parkway. The rear parking area, including six (6) parking spaces, sits at the basement level of the building. The front parking lot, which also has six (6) parking spaces is situated at the main level of the building. The rear parking lot is partially screened by a drive aisle leading up to the front parking area. The UDC requires one (1) parking space per 250 square feet for office use. The proposed use would require twelve (12) parking spaces, of which the applicant's site plan meets this requirement.

A minimum 15' buffer is provided along the west and south property lines, which is depicted with an eight-foot (8') wood privacy fence. Evergreen plantings are depicted at the corner of North Main Street and Henderson Parkway and along Henderson Parkway to screen the two (2) parking lot areas. Landscape material is not provided in the landscape strip along North Main Street; however, there appears to be sufficient area behind the GDOT easement to accommodate the City's requirements.

Five (5) tree saves, including four (4) hardwoods and one (1) pine, are identified on the site plan in the southwest corner of the property. A stormwater detention facility is depicted at the rear of the building abutting the rear parking lot. Based on its location, the stormwater area would be screened from adjacent properties.

TRAFFIC

As shown in the table below, Staff estimated vehicular trips generated from the property based on the proposed 3,000 square foot Contractor's Office. It is estimated that the use will generate five (5) AM Peak Hour trips and six (6) PM Peak Hour trips.

Alternative: Alternative 1

Phase:

Project: jnk

Open Date: 1/10/2022

Analysis Date: 1/10/2022

ITE	Land Use	Weekday Average Daily Trips				Weekday AM Peak Hour of Adjacent Street Traffic				Weekday PM Peak Hour of Adjacent Street Traffic				Weekday AM Peak Hour of Generator			
		★	Enter	Exit	Total	★	Enter	Exit	Total	★	Enter	Exit	Total	★	Enter	Exit	Total
180	TRADE-CONTR 1 3 1000 Sq. Ft. GFA		16	15	31		4	1	5		2	4	6		5	1	6
Unadjusted Volume			16	15	31		4	1	5		2	4	6		5	1	6
Internal Capture Trips			0	0	0		0	0	0		0	0	0		0	0	0
Pass-By Trips			0	0	0		0	0	0		0	0	0		0	0	0
Volume Added to Adjacent Streets			16	15	31		4	1	5		2	4	6		5	1	6

Total Weekday Average Daily Trips Internal Capture = 0 Percent

Total Weekday AM Peak Hour of Adjacent Street Traffic Internal Capture = 0 Percent

Total Weekday PM Peak Hour of Adjacent Street Traffic Internal Capture = 0 Percent

Total Weekday AM Peak Hour of Generator Internal Capture = 0 Percent

CONDITIONAL USE REVIEW CRITERIA

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

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

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

Response: Access to the property is from Henderson Parkway, which is consistent with the City's vision for the area and the applicable Unified Development Code regulations. Access from Henderson Parkway will limit conflicts with pedestrians along North Main Street.

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

Response: The above-referenced improvements are addressed on the applicant's site plan. A variance is requested to reduce the 50' undisturbed buffer adjacent to the property to the west and southwest, which is zoned in the City of Milton for mixed-use including residential use. The applicant proposes a minimum 15' planted buffer with 8' privacy fence.

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

Response: The proposal should not have significant impacts on surrounding properties or businesses, which are primarily developed with non-residential uses. While the City of Milton property to the west could be developed for residential use, it is more likely to be developed with a commercial use given its frontage on North Main Street. The homebuilder for the subdivision to the southwest pad graded the property and installed an evergreen buffer along its south property line to screen it from the residential properties to the south, which is typical of a commercial property.

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

Response: Not applicable.

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

Response: The proposal should not impede the normal and orderly development of surrounding properties, which are primarily developed with non-residential uses. While the City of Milton property to the west could be developed for residential use, it is more likely to be developed with a commercial use given its frontage on North Main Street. The homebuilder for the subdivision to the southwest pad graded the property and installed an evergreen buffer along its south property line to screen it from the residential properties to the south, which is typical of a commercial property.

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

Response: The location and character of the use is consistent with a desirable pattern of development. The property will be primarily used as a professional office for the pool contracting business.

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

Response: There are other Contractor's Offices on North Main Street, such as Northwest Exterminating at 193 North Main Street. However, there are no other Contractor's Offices in the general vicinity of the subject property. There should not be impacts to the residential subdivision located to the southwest as the property will be primarily used as a professional office for the pool contracting business.

VARIANCE REQUIREMENTS

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

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

Response: The property is relatively small for a commercial site and has some topographic challenges. While the property to the west could be developed for residential use, it is more likely to be developed with a commercial use given its frontage on North Main Street. The adjacent property has an existing fifteen-foot (15') buffer, which is in addition to the applicant's proposed minimum fifteen-foot (15') buffer and eight-foot (8') privacy fence.

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

Response: Given the size of the property, application of the ordinance would significantly impact the developable area of the property for any commercial use.

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

Response: The property is relatively small for a commercial site and has some topographic challenges. While the property to the west could be developed for residential use, it is more likely to be developed with a commercial use given its frontage on North Main Street. The adjacent property has an existing fifteen-foot (15') buffer, which is in addition to the applicant's proposed minimum fifteen-foot (15') buffer and eight-foot (8') privacy fence.

4. Relief, if granted, would not cause substantial detriment to the public good or impair the purpose and intent of the Ordinance.

Response: Relief should not cause substantial detriment to the public good. The adjacent property has an existing fifteen-foot (15') buffer, which is in addition to the applicant's proposed

minimum fifteen-foot (15') buffer and eight-foot (8') privacy fence. In addition, the City of Milton does not have any concerns with the applicant's proposed vegetation and fencing.

CONCURRENCES

Staff reviewed the applicant's proposal in consideration of the review criteria associated with a conditional use and variance. The proposal should not have significant impacts on surrounding properties, which are primarily developed with non-residential uses. While the property to the west could be developed for residential use, it is more likely to be developed with a commercial use given its frontage on North Main Street. If approved, conditions are recommended placing limitations on the outside storage area, business activities and requiring screening of outdoor storage areas from the public right-of-way.

Variance hardships relate to the size of the property, presence of GDOT easements and adjacent mixed-use zoning. The applicant's site plan layout allows for the required landscaping along North Main Street. In addition, the applicant's proposed buffer and fencing in combination with existing buffers on adjacent properties will provide necessary screening.

CITIZEN PARTICIPATION PLAN

The report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that comments were received from two (2) nearby properties regarding the proposed entrance and requests for a similar buffer and solid fence along the south property line, as well as a request that construction vehicles not block the street during the pick-off and drop-off times of the pre-school to the south.

The City also received questions from nearby properties similar to those received by the applicant. In addition, City Staff discussed and provided the applicant's public hearing request to the City of Milton. Milton Staff did not have any concerns with the applicant's proposed vegetation and fencing adjacent to the Milton city limits.

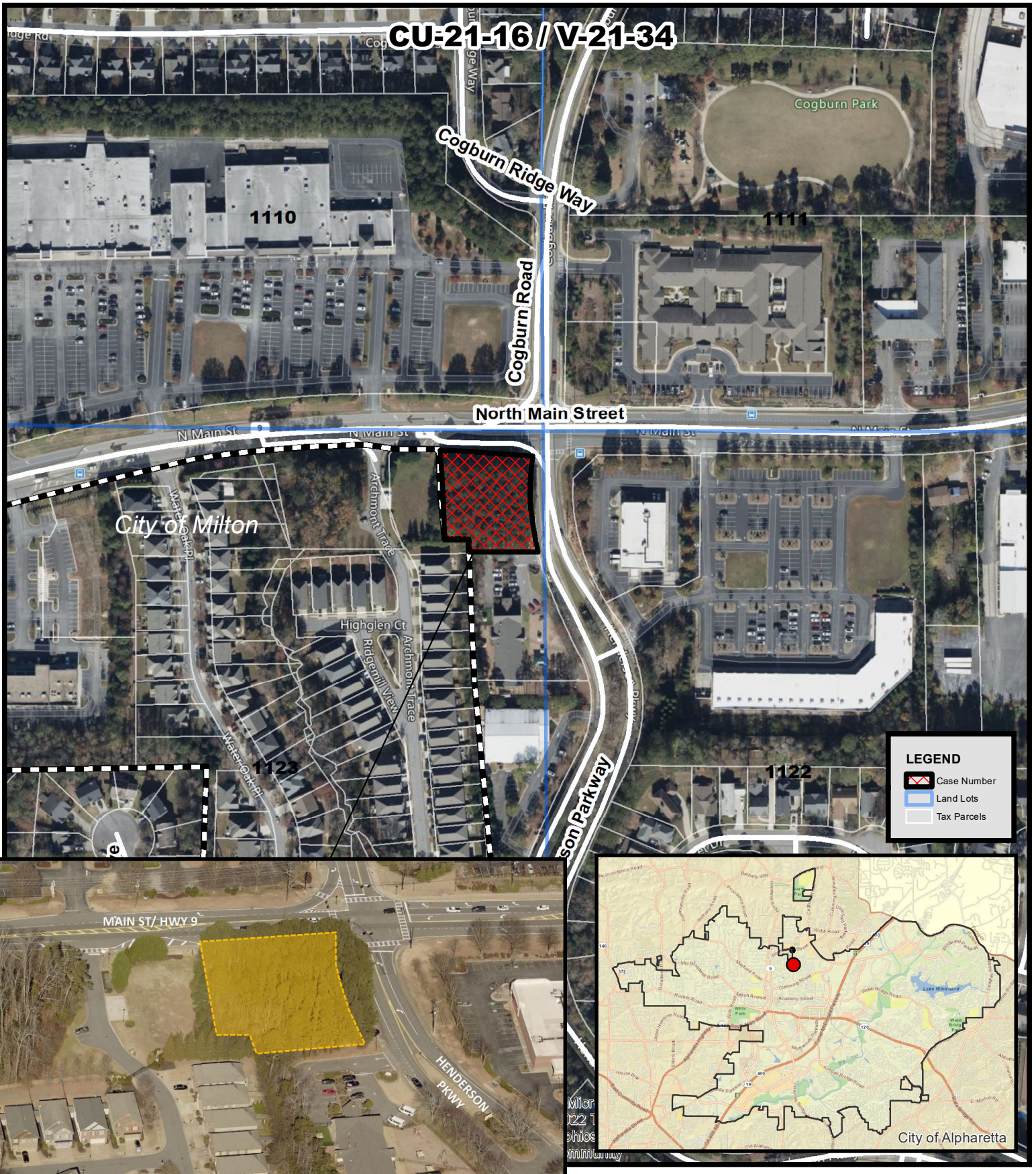
COMMUNITY ZONING INFORMATION MEETING (CZIM)

The CZIM was held on January 12, 2022. There were several public comments and questions, including what would be stored outside, whether chemicals would be stored at the property, whether there would be outdoor pool displays, if the company was new or existing, will work trucks make noise, whether outdoor storage would be visible from the residential properties, size of trucks, hours of operation, whether the location was purely office or sales/retail, traffic pattern during school hours, and how long construction would last. There were comments that the use seemed more appropriate for an industrial area and concerns over the loss of tree cover.

IV. ATTACHMENTS:

- Site Plan
- Renderings
- Exhibit A – Work Trucks, Trailer and Small Machinery

CU-21-16 / V-21-34



CU-21-16 / V-21-34

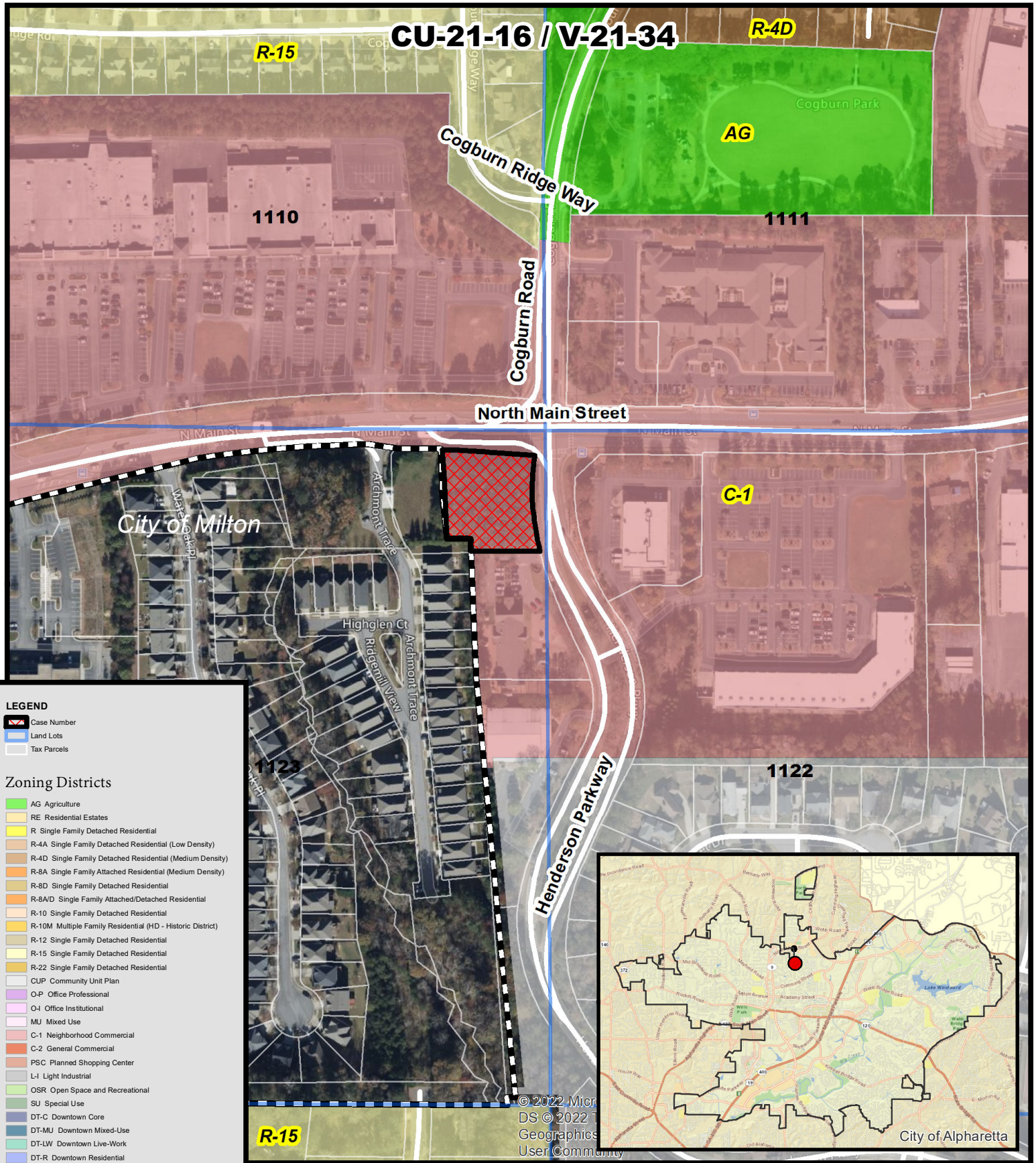
D/LL: 2/2/1123

PC: 2/3/22

CC: 2/21/22

Aerial Map
Custom Pools of Atlanta
711 North Main Street

Location Map Provided by:
Community Development - GIS



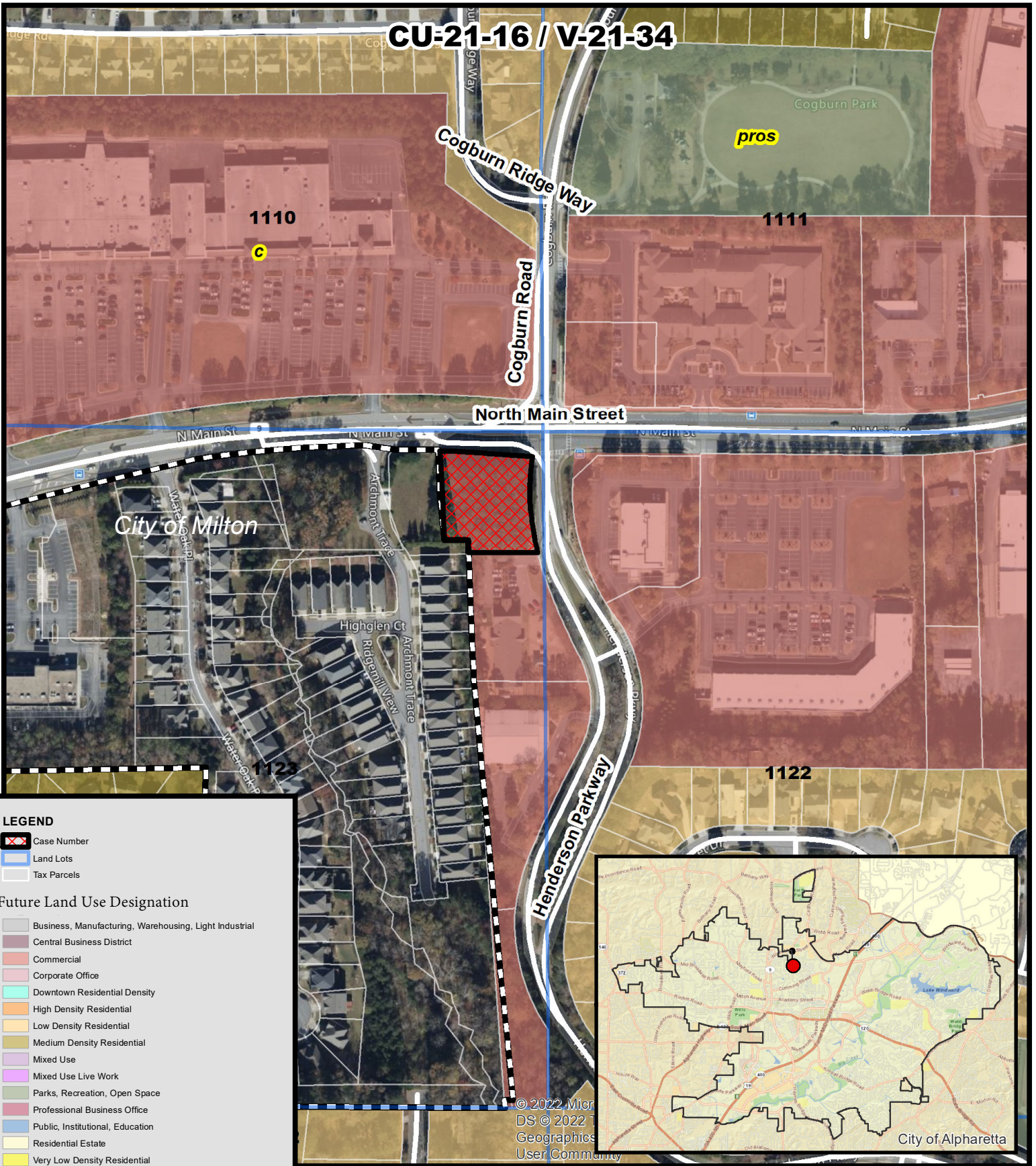
Zoning Map
Custom Pools of Atlanta
711 North Main Street

CU-21-16 / V-21-34
D/LL: 2/2/1123
PC: 2/3/22
CC: 2/21/22



Location Map Provided by:
Community Development - GIS

CU-21-16 / V-21-34



Future Land Use
Custom Pools of Atlanta
711 North Main Street

CU-21-16 / V-21-34

D/LL: 2/2/1123

PC: 2/3/22

CC: 2/21/22

Location Map Provided by:
Community Development - GIS



CU-21-16 / V-21-34

1110

1111

Cogburn Ridge Way

Cogburn Road

North Main Street

City of Milton

Highglen Ct

Ridgemill View

Archmont Trace

1123

1122

Henderson Parkway

Wentworth Chase Drive

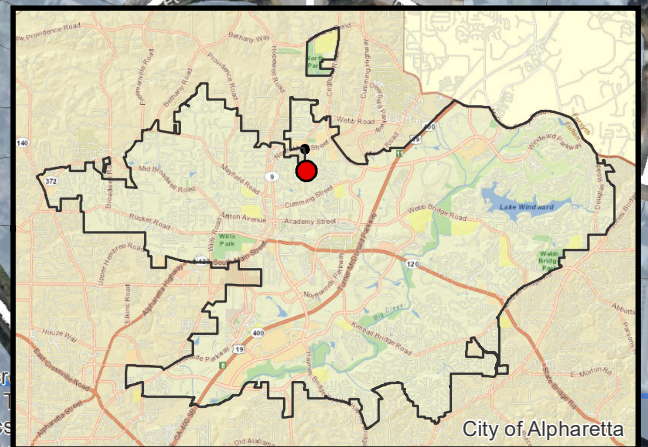
Wentworth Chase Drive

LEGEND

-  Case Number
-  Land Lots
-  Tax Parcels

1182

© 2022 Micro
DS © 2022
Geographics
User Community



Location Map
Custom Pools of Atlanta
711 North Main Street

CU-21-16 / V-21-34

D/LL: 2/2/1123

PC: 2/3/22

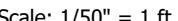
CC: 2/21/22

Location Map Provided by:
Community Development - GIS

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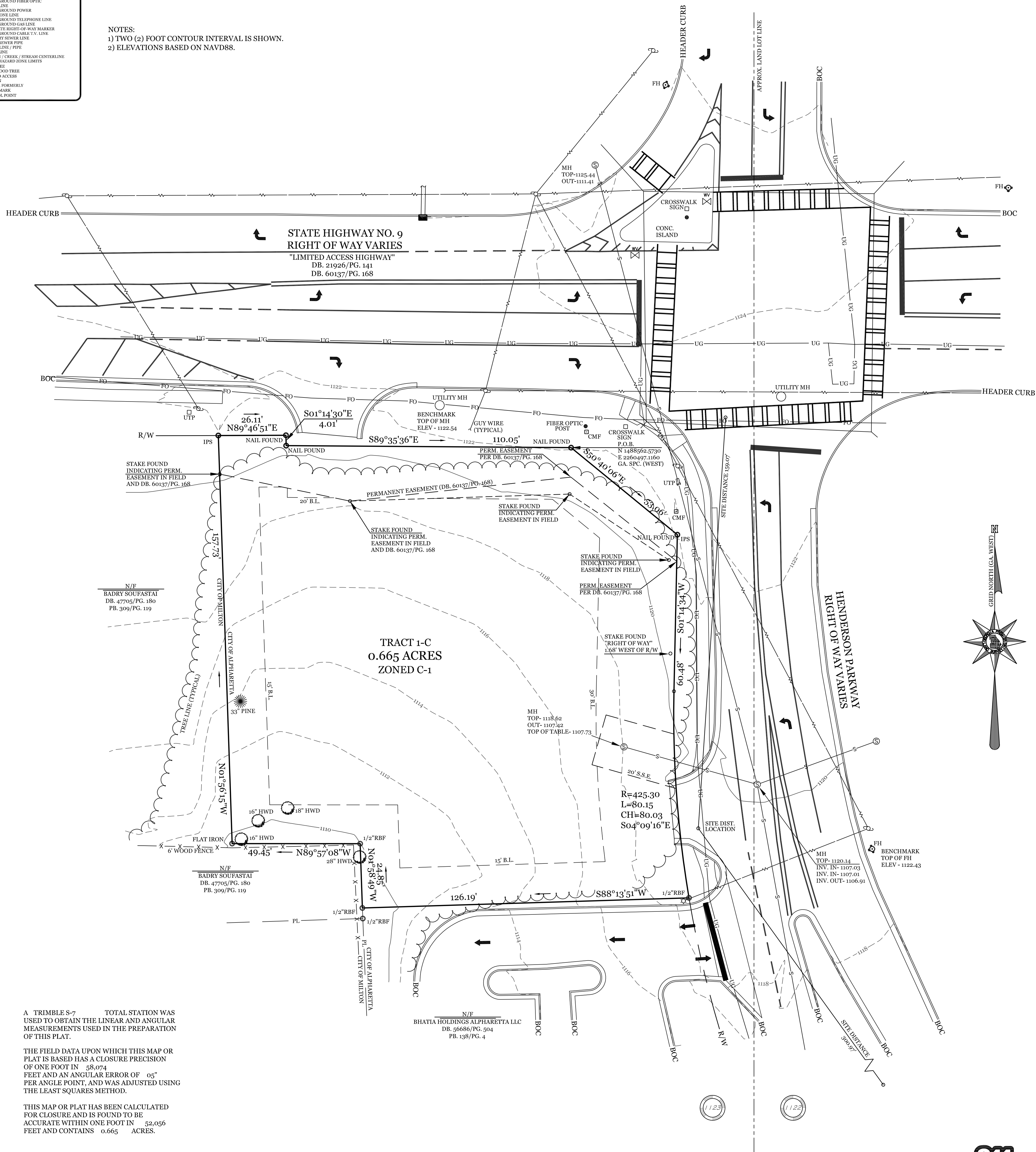
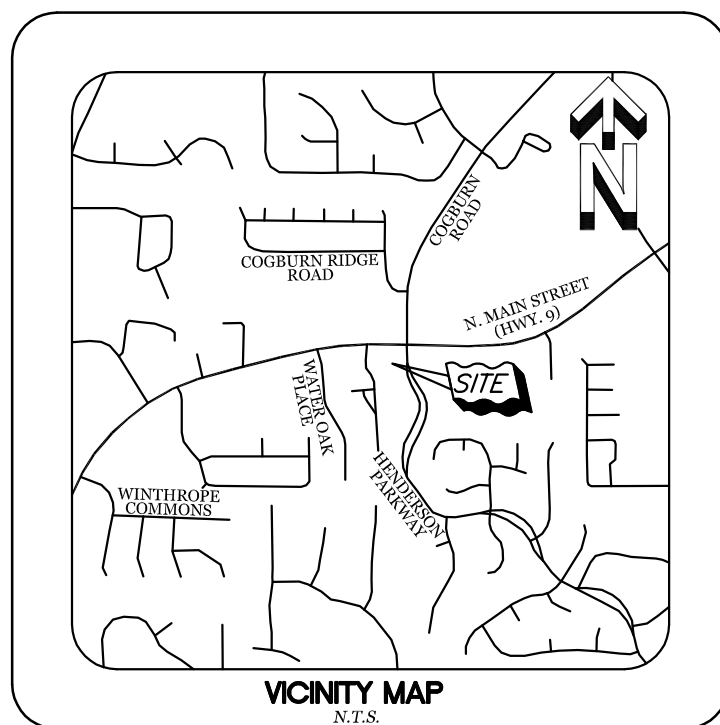
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NOTES:
1) TWO (2) FOOT CONTOUR INTERVAL IS SHOWN.
2) ELEVATIONS BASED ON NAVD88.

NO PORTION OF SUBJECT PROPERTY LIES
WITHIN A DESIGNATED 100 YEAR FLOOD
HAZARD AREA AS DEPICTED BY SCALED MAP
LOCATION AND GRAPHIC PLOTTING ONLY PER
F.I.R.M. PANEL NO. 13121C0058 F, DATED
SEPTEMBER 18, 2013

REFERENCES:
1) WARRANTY DEED RECORDED IN DEED BOOK 35053, PAGE 473,
FULTON COUNTY RECORDS.
2) SURVEY FOR NORTH GEORGIA SAVINGS & LOAN, INC.
RECORDED IN PLAT BOOK 137, PAGE 115, AFORESAID RECORDS.
3) FINAL SUBDIVISION PLAT FOR HENDERSON VILLAGE, PHASE
TWO, UNIT TWO, RECORDED IN PLAT BOOK 138, PAGE 4,
AFORESAID RECORDS.



THIS MAP OR PLAT HAS BEEN CALCULATED
FOR CLOSURE AND IS FOUND TO BE
ACCURATE WITHIN ONE FOOT IN 52,056
FEET AND CONTAINS 0.665 ACRES.

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. SUBJECT AND ADJACENT PROPERTY OWNER'S DEED REFERENCES WERE PROVIDED BY GEORGIA PREMIER LAND SERVICES, INC. AND ARE NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS.

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

1	BS	4/1/2021	ADD ZONING INFORMATION AT CLIENT REQUEST
No.	By	Date	Revision
Cadd File No: 21/21072/711StateHwy9/072Bndy.DWG			

DATE OF FIELDWORK: 3/2/2021

HENDERSON HEIGHTS LLC
711 STATE HIGHWAY 9
CITY OF ALPHARETTA

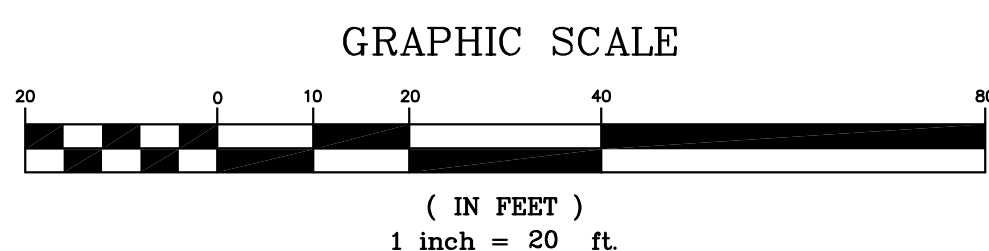


GEORGIA PREMIER
LAND SERVICES, INC.
PROFESSIONAL LAND SURVEYING
3010 HAMILTON MILL ROAD
BUFORD, GEORGIA 30519
(770) 614-3004 FAX (770) 614-3956
LAND SURVEY FIRM COA #1177

Date: 03.08.2021	Land Lot: 1123	District: 2nd	Sheet No. 1 of 1
Section: 2nd	County: FULTON, GA.	Scale: 1" = 20'	
Project: 21072		Drawn By: BS/AS	



Know what's below.
Call before you dig.



From: ANDREA Phillips <andrealeephillips@comcast.net>
Sent: Tuesday, November 16, 2021 11:54 PM
To: Curtis McNeese <Curtis@Custompoolsofatlanta.com>
Subject: Re: FW: CPOA Building Plans

Thank you. If I am reading this correctly, your entrance will actually be on Henderson and not the same entrance as our neighborhood. Is that correct? With the renderings not showing the neighborhood, it's hard to tell just how far into the vacant lot your business will come into the lot beside my house. Is there any way you can clarify this?

Andrea Lee Phillips
404.713.2253

Danny Franke called Ms. Phillips and left a Voicemail

Curtis,

We appreciate you sharing your development plans with us. We have reviewed your plans and have a few concerns.

As you know, we have children from the ages of 6 weeks to 5 years at our premises 5 days a week. We would appreciate if Custom Pools could make a few minor adjustments to your plan to (a) maintain privacy and safety for the children and parents, and (b) provide some noise reduction to maintain a quiet school environment.

Specifically:

(a) Could you provide tree coverage to the preschool similar to the coverage you have committed to the residences i.e. extend the trees from west to south of building (see picture below)? We are not asking for new trees to be planted - these trees are already on your property. We are simply asking you not to cut those trees down

(b) We see that Custom Pools already plans to build an 8' fence on the South and West of your property. Could we request that the fence be solid, not slatted/see-through? This will provide better privacy and noise insulation, especially during winter months when the tree cover is minimal

(c) Your proposed building entrance is right next to our school entrance. During the construction period, could we request that your construction vehicles not block the street, especially during our peak traffic times: drop-off (7-9AM) and pick-up (4-6PM), when we have ~180 children entering and leaving the building?

FYI, I have sent these requests to the city as well.

Let us know if you have any questions, concerns or clarifications about this email. We'll be happy to jump on a call to discuss.



Thank you,
Suvir Bhatia
Owner
Primrose School of Alpharetta



From: [Suvir Bhatia](#)
To: [Woodman, Michael](#); [Callum, Alexandra](#)
Cc: [Irina Bhatia](#)
Subject: FW: CU-21-16 / Custom Pools Atlanta / 711 Hwy 9
Date: Wednesday, January 19, 2022 10:10:20 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

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

Michael & Alexandra,

Thank you for hosting the Community Zoning Information Meeting for Custom Pools last week. During the call, Michael had mentioned that we should send any notes or concerns about the proposed development to you.

Could you send me a quick report to confirm that you have received this email?

My wife and I own the Primrose Preschool directly adjoining the Custom Pools property, on the south. We understand that Custom Pools has no legal requirements related to our school. However, we have children from the ages of 6 weeks to 5 years at our premises 5 days a week, and would appreciate if Custom Pools could make a few minor adjustments to their plan to (a) maintain privacy and safety for the children and parents, and (b) provide some noise reduction to maintain a quiet school environment.

We would like to request these slight modifications to their plans:

(a) Could Custom Pools provide tree coverage to the preschool similar to the coverage they have committed to the residences i.e. extend the trees from west to south of building (see picture below)? We are not asking for new trees to be planted - these trees are already on their property. We are simply asking them not to cut those trees down

(b) We see that Custom Pools already plans to build an 8' fence on the South and West of their property. Could we request that the fence be solid, not slatted/see-through? This will provide better privacy and noise insulation, especially during winter months when the tree cover is minimal

(c) Custom Pool's building entrance is right next to our school entrance. During the construction period, could we request that their construction vehicles not block the street, especially during our peak traffic times: drop-off (7-9AM) and pick-up (4-6PM), when we have ~180 children entering and leaving the building?

From: [Danny Franke](#)
To: [Callum, Alexandra](#)
Subject: RE: Custom Pools Comment
Date: Thursday, January 20, 2022 10:15:29 AM
Attachments: [image002.png](#)

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

Alexandra – We have a wood privacy fence along the contingent P/L of my site and Primrose. I also have Landscaping proposed. While this is technically commercial construction, we are planning a residential farm house style building. Construction traffic will be at a minimum and we have no intentions of blocking any traffic. This project will be a minor positive impact to the site with an outcome that is in keeping with the latest City overlay. Thank You. Danny
Danny Franke



4776 Mystic Dr. NE
Atlanta, Ga. 30342
M 404 427-9924
F 404 255-5913
O 404 250-6529
Danny@custompoolsofatlanta.com
WWW.custompoolsofatlanta.com

From: Callum, Alexandra <acallum@alpharetta.ga.us>
Sent: Wednesday, January 19, 2022 1:36 PM
To: Danny Franke <Danny@Custompoolsofatlanta.com>
Cc: Woodman, Michael <mwoodman@alpharetta.ga.us>
Subject: Custom Pools Comment

Good afternoon, Danny,

I wanted to send you an email we received today. Please see attached and let me know if you have any questions. Thank you!

Thank you,

Alexandra Callum
Planning + Zoning Coordinator
City of Alpharetta
2 Park Plaza



COMMUNITY DEVELOPMENT
COMMUNITY ZONING INFORMATION MEETING
JANUARY 12, 2022
ZOOM
6:00 PM

I. Staff Present

- a. Michael Woodman, Planning + Development Services Manager
- b. Ben Kern, GIS Specialist/ Planner
- c. Alexandra Callum, Planning + Zoning Coordinator

II. Custom Pools of Atlanta- 711 North Main Street

- a. Applicant Presentation: The applicant was not present for this meeting. Michael Woodman, Planning and Development Services Manager, presented the item.
 - i. The applicant is seeking a conditional use for a contractor's office with outdoor storage.
 - ii. They are also seeking a variance to reduce the required 50' buffer.
 - iii. The applicant has stated they will not store heavy equipment- it will only be used to store trucks overnight.
- b. Public Comments:
 - i. Does this site have outdoor storage? *No, other than vehicles, small machinery, and trailers.*
 - ii. Who would be enforcing the conditions placed on the company? Code Enforcement can be reported to.
 - iii. Will they have pools as show space? *The applicant indicated they will have no pool display.*
 - iv. One resident commented they believe this is a poor use of the space.
 - v. Are they leasing this property? The applicant is the owner of the property.
 - vi. Additional questions were asking in the Zoom Chat section. Please see item IV.

III. Citgo- 174 North Main Street

- a. Applicant Presentation: Joshua Scoggins- Attorney for the applicant.
 - i. The applicant is requesting a variance from a 10' setback to 0'.
 - ii. The goal is to reconfigure the gas pumps.
- b. Public Comments:
 - i. There were no public comments for this item.

IV. Chat comments for this CZIM:

18:09:58 From David to Everyone:

Would any chemicals be stored or kept the building? *The applicant confirmed no.*

18:15:24 From andrew s to Everyone:

andrew@othelsart.com

18:17:43 From Jill Bernard - Southern Porch Homes to Everyone:

1. Couple of questions for the applicant: Time limits in regards to activity - especially if the trucks have beeping when in reverse - Also size of trucks - jillbernard.use@gmail.com

We own NON CDL vehicles such as pickup trucks and pick up type trucks. All our equipment, vehicles and trailers are late model. Trailers (flatbed type) are used to transport our equipment to and from jobs. We do not operate any large-scale trucks nor do our trucks make any noise over a regular vehicle's noise. WE are an appointment-based business with no set hours of operation as most of our operations is field based. We do not work at night nor on Sunday.

18:21:17 From Jackie Sollogub to Everyone:

1. Is the green buffer required for all businesses near residential? Because primrose does not and they are in my backyard. *Primrose was constructed around 1988 and was developed before the residential zoning and residential use of the property to the west. Therefore, the 50' undisturbed buffer was not required.*

18:21:49 From Jim to Everyone:

This Zoom Call was listed for the Zoning of a property at the intersection of Haynes Bridge & Devore Road. What is being planned for that location?

18:22:55 From Suvir Bhatia to Everyone:

For the pool company, how is the traffic flow going to be handled during school bus rush hours? *The applicant stated there is not a school bus stop in front of his driveway off Henderson parkway. They do not generate traffic, nor will they have a conflict. They do not make deliveries, nor do they have deliveries.*

18:23:50 From Alexandra Callum to Everyone:

2/9/2022 at 6:00 pm will be the CZIM meeting for Haynes Bridge and Devore Road. The link will be the same as the one for tonight.

18:24:29 From andrew s to Everyone:

Is this an office only location or will it be a sales/retail location with customers coming in and out *The applicant confirmed this is office space only.*

18:24:46 From Suvir Bhatia to Everyone:

furrybhalu@gmail.com

18:28:32 From Olan B to Everyone:

SavvyLanre@gmail.com

18:28:46 From Andrea Phillips to Everyone:

andrealeephillips@comcast.net

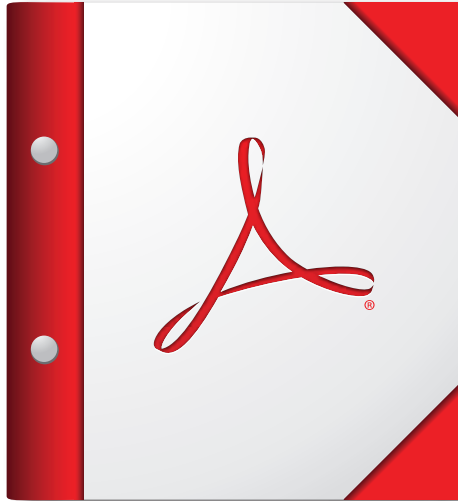
18:30:36 From Jackie Sollogub to Everyone:

Jackiems211@gmail.com - I would like to speak with someone further regarding Primrose if possible.

18:31:02 From John Ananthasane to Everyone:

Is the property on devore and Haynes bridge being discussed here

The CZIM meeting ended at 6:32 p.m.



**For the best experience, open this PDF portfolio in
Acrobat X or Adobe Reader X, or later.**

Get Adobe Reader Now!

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 packets.
2. It is preferred that all responses be typed. Illegible applications will not be accepted.
3. Prior to signing and submitting your application, please check all information supplied on the following pages to ensure that all responses are complete and accurate. Incomplete applications will not be accepted.
4. Payment of all applicable fees must be made at the time of application. Payment may be made via cash, credit card (American Express, Master Card or Visa), or check made payable to "City of Alpharetta." 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: **DANIEL FRANKE**

Telephone: **404-427-9924**

Address: **4776 MYSTIC DR**

Suite: _____

City **ATLANTA**

State: **GA**

Zip: **30342**

Fax: _____

Mobile Tel: **404-427-9924**

Email: **danny@custompoolsofatlanta.com**

Subject Property Information:

Address: **711 STATE HWY 9, ALPHARETTA, GA 30004**

Current Zoning: **C-1**

District: **2**

Section: **2**

Land Lot: **1123**

Parcel ID: **22 496011230632**

Proposed Zoning: **C-1 w/parking**

Current Use: **LUC 300 COMMERCIAL VACANT LAND**

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

☒ Conditional Use

☐ Rezoning

☒ Variance

☐ Exception

☐ Master Plan Amendment

☐ Comprehensive Plan Amendment

☐ Master Plan Review

☐ Public Hearing

☐ Other *(Specify):* _____

APPLICANT REQUEST AND INTENT

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

Headquarters office for Custom Pools of Atlanta.

Applicant's Request (Please itemize the proposal):

Applicant seeks conditional use to allow company vehicles and equipment, to be parked outside overnight.

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

This proposal would allow CPOA the opportunity to maintain headquarters, and keep company vehicles/equipment/personnel in one location.

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: **DANIEL FRANKE**

Telephone: **404-427-9924**

Address: **4776 MYSTIC DR**

Suite: _____

City **ATLANTA**

State: **GA**

Zip: **30342** . **3625**

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: **SAME AS ABOVE**

Telephone: **404-427-9924**

Address: _____

Suite: _____

City **4776 MYSTIC DR, ATLANTA**

State: **GA**

Zip: **30342** . **3625**

So Sworn and Attested:

Owner Signature: _____

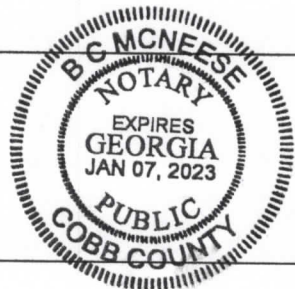
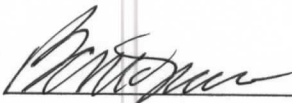


Date: _____

11/15/21

Notary: _____

Notary Signature: _____



Date: _____

11.15.21

DISCLOSURE FORM

The Official Code of Georgia Annotated requires disclosure of campaign contributions to government officials by an applicant or opponent of a rezoning or public hearing petition (O.C.G.A. 36-67 A-1).

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

Name of Applicant or Opponent: **DANIEL FRANKE**

Subject Public Hearing Case: _____

Campaign Contribution Information:

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

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

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

Description of Contribution: **N/A** Value: _____

Description of Contribution: **N/A** Value: _____

Description of Contribution: **N/A** Value: _____

Description of Contribution: **N/A** Value: _____

Description of Contribution: **N/A** Value: _____

Campaign Contribution Information:

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

Signature: _____

Date: **11/15/21**

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

Subject property is surrounded by similar commercial businesses.

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

This proposal will enhance the existing business environment, by developing a vacant property, in keeping with city of Alpharetta's new development code.

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

Yes, the property can be developed, so long as development is not conditional to overnight parking.

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

No impact to population, and negligible if any, increase to traffic.

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

Negligible impact to utilities, and positive impact to schools, due to increased school taxes.

IE: unimproved land vs improved properties.

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

This proposal has a 20' State Hwy 9 setback, which is a function of the the most current Alpharetta comprehensive plan.

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

N/A

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

BOARD OF ZONING APPEALS REVIEW CRITERIA

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

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

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

Please explain. Hardship created due to the rezoning of property after purchase. GDOT has placed an easement on the property, in the 20' adjoining HWY 9, Which would preclude us from landscaping this area per city requirements. Applicant will contact GDOT to discuss possible landscaping options. We are seeking a variance to reduce the 50' undisturbed buffer to a 15' buffer. In addition applicant seeks to relax the landscape criteria for HWY 9.

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

This property was purchased years ago. At this time there was no 50' buffer in the rear, nor 20' easement in front of property. The combination of these 2 changes, substantially diminishes the possible development of the property, through no fault of our own. These conditions present undue hardship upon us.

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

Please defend your response. No detriment to the public good can be substantiated at this time.

The zoning was changed from Commercial to residential after purchase of this property, without any notice whatsoever.

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

CITIZEN PARTICIPATION FORM - PART A

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

Public Hearing or Project Name: **CUSTOM POOLS OF ATLANTA**

Contact Name: **DANIEL FRANKE**

Telephone: **404-427-9924**

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

IRINA & SUVIR BHATIA (owner Primrose School)

ANDREA PHILLIPS (resident 12743 Archmont Trace)

TONY SOUFASTAI (owner vacant lot next to 711)

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

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

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

These adjoining neighbors were initially contacted by phone. They were informed we would be sending correspondence including a site plan with our intentions, and offered to answer any questions they might have. This info was emailed to all neighbors on 11/15/21. We have also offered a site visit to their place of business if they so desire.

LEGEND	
REF	REBAR FOUND
NL	NAIL FOUND
UP	IRON PIN SET 1/2" REBAR
CMF	IRON PIN FOUND
CMF	CONCRETE FOUNDMENT FOUND
OTF	OPEN TOP PIPE
OTF	BENCHMARK
OTF	CRIMP TOP PIPE
OTF	SANITARY SEWER CLEAN OUT
OTF	UNDERGROUND FIBER OPTIC
OTF	DRILL HOLE
OTF	LAND LOT LINE
OTF	PROPERTY LINE
OTF	SETBACK LINE
OTF	RIGHT-OF-WAY
OTF	CONCRETE FOUNDMENT
OTF	DRAINAGE EASEMENT
OTF	CURB & GUTTER
OTF	EDGE OF PAVEMENT
OTF	BACK OF CURB
OTF	TOP OF CURB
OTF	GEORGIA METRIA DISTRICT
OTF	PLAT BOOK / PAGE
OTF	DEED BOOK / PAGE
OTF	POINT OF BEGINNING
OTF	POINT OF COMMENCEMENT
OTF	ELEVATION
OTF	INVERT ELEVATION
OTF	FINISHED FLOOR ELEVATION
OTF	BASEMENT FLOOR ELEVATION
OTF	GAS VALVE
OTF	CORRUGATED METAL PIPE
OTF	CONCRETE PIPE
OTF	DUCTILE IRON PIPE
OTF	POLYETHYLENE GLASS FIBER PIPE
OTF	VITRIFIED CLAY PIPE
OTF	POWER POLE OR UTILITY POLE
OTF	MANHOLE
OTF	CATCH BASIN
OTF	JUNCTION BOX
OTF	HEADWALL
OTF	DRAIN INLET
OTF	GRAY INLET
OTF	FIRE HYDRANT
OTF	WATER VALVE
OTF	WATER METER
OTF	GAS VALVE
OTF	EXISTING GROUND ELEVATION
OTF	FIN POINT OR SET
OTF	EXISTING CONTOUR ELEVATION
OTF	UNDERGROUND FIBER OPTIC
OTF	POWERLINE
OTF	TELEPHONE LINE
OTF	UNDERGROUND TELEPHONE LINE
OTF	UNDERGROUND GAS LINE
OTF	CONCRETE RIGHT-OF-WAY BARRIER
OTF	UNDERGROUND CABLE T.V. LINE
OTF	SANITARY SEWER LINE
OTF	STORM SEWER PIPE
OTF	WATER LINE / PIPE
OTF	FENCE LINE
OTF	BRANCH / CREEK / STREAM CENTERLINE
OTF	FLOOD HAZARD ZONE LIMITS
OTF	POINTE
OTF	HARDWOOD TREE
OTF	LIMITED ACCESS
OTF	STATION
OTF	NEW OR FORMERLY
OTF	RENTAL MARK
OTF	CONTROL POINT

THE CERTIFICATION, AS SHOWN HEREON, IS PURELY A STATEMENT OF PROFESSIONAL OPINION BASED ON KNOWLEDGE, INFORMATION AND BELIEF, AND BASED ON EXISTING FIELD EVIDENCE AND DOCUMENTARY EVIDENCE AVAILABLE. THE CERTIFICATION IS NOT AN EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE.

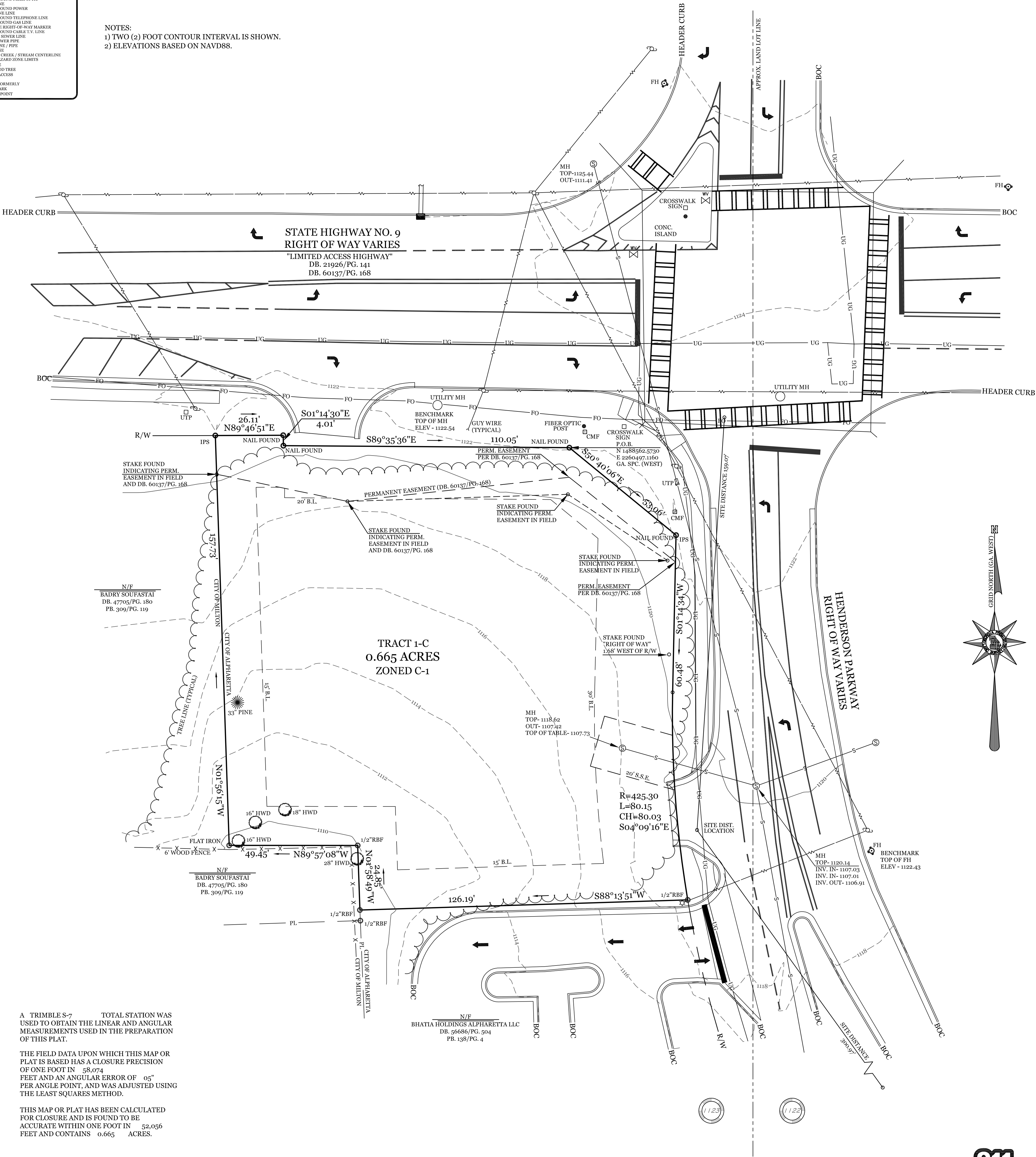
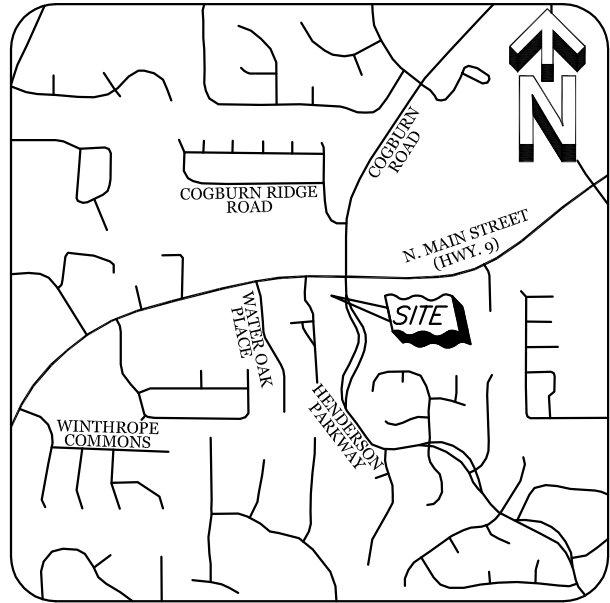
GEORGIA PREMIER LAND SERVICES, INC. IS NOT RESPONSIBLE FOR AND DOES NOT WARRANT THE ZONING INFORMATION AND INTERPRETATION AS PROVIDED HEREIN. THIS INFORMATION IS OBTAINED USING ON-LINE SOURCES, ETC. AND CANNOT GUARANTEE ITS ACCURACY. IT IS RECOMMENDED THAT THE CLIENT OR USER OF THIS DATA VERIFY THIS INFORMATION WITH THE ISSUING AUTHORITY.

NO PORTION OF SUBJECT PROPERTY LIES WITHIN A DESIGNATED 100 YEAR FLOOD HAZARD AREA AS DEPICTED BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY PER F.I.R.M. PANEL NO. 13121C0058 F, DATED SEPTEMBER 18, 2013

NOTES:
1) TWO (2) FOOT CONTOUR INTERVAL IS SHOWN.
2) ELEVATIONS BASED ON NAVD88.

STRUCTURES VISIBLE ON THE DATE OF SURVEY ARE SHOWN HEREON. LOCATIONS ARE ACCURATE ONLY WHERE DIMENSIONED.

REFERENCES:
1) WARRANTY DEED RECORDED IN DEED BOOK 35053, PAGE 473, FULTON COUNTY RECORDS.
2) SURVEY FOR NORTH GEORGIA SAVINGS & LOAN, INC. RECORDED IN PLAT BOOK 137, PAGE 115, AFORESAID RECORDS.
3) FINAL SUBDIVISION PLAT FOR HENDERSON VILLAGE, PHASE TWO, UNIT TWO, RECORDED IN PLAT BOOK 138, PAGE 4, AFORESAID RECORDS.

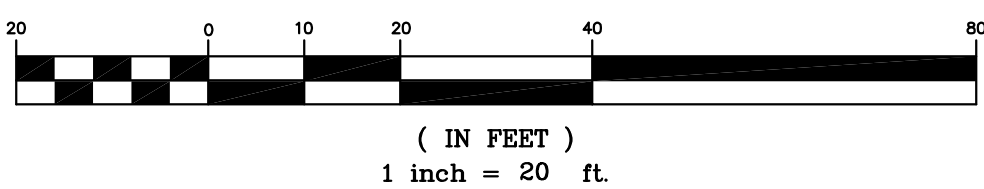


A TRIMBLE S-7 TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 58.074 FEET AND AN ANGULAR ERROR OF 05" PER ANGLE POINT, AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 52.056 FEET AND CONTAINS 0.665 ACRES.

GRAPHIC SCALE



INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS AND HIS CONTRACTORS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION.

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. SUBJECT AND ADJACENT PROPERTY OWNER'S DEED REFERENCES WERE PROVIDED BY GEORGIA PREMIER LAND SERVICES, INC. AND ARE NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS.

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

No.	By	Date	Revision
1	BS	4/1/2021	ADD ZONING INFORMATION AT CLIENT REQUEST
Cadd File No: 21/21072/711StateHwy9/072Bdy.DWG			

RETRACEMENT & TOPGRAPHIC SURVEY FOR:

HENDERSON HEIGHTS LLC
711 STATE HIGHWAY 9
CITY OF ALPHARETTA



GEORGIA PREMIER
LAND SERVICES, INC.
PROFESSIONAL LAND SURVEYING
3000 HAMILTON MILL ROAD
BUTLER, GEORGIA 30519
(770) 614-3004 FAX (770) 614-3956
LAND SURVEY FIRM COA #1177

Date: 03.08.2021	Land Lot: 1123	District: 2nd	Sheet No.
Section: 2nd	County: FULTON, GA.	Scale: 1" = 20'	1 of 1
Project: 21072	Drawn By: BS/AS		



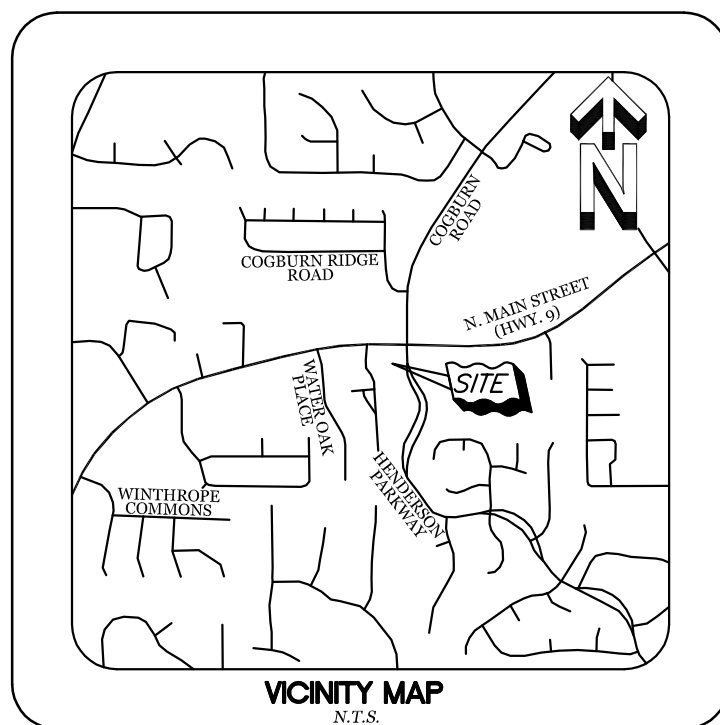
DATE OF FIELDWORK: 3/2/2021

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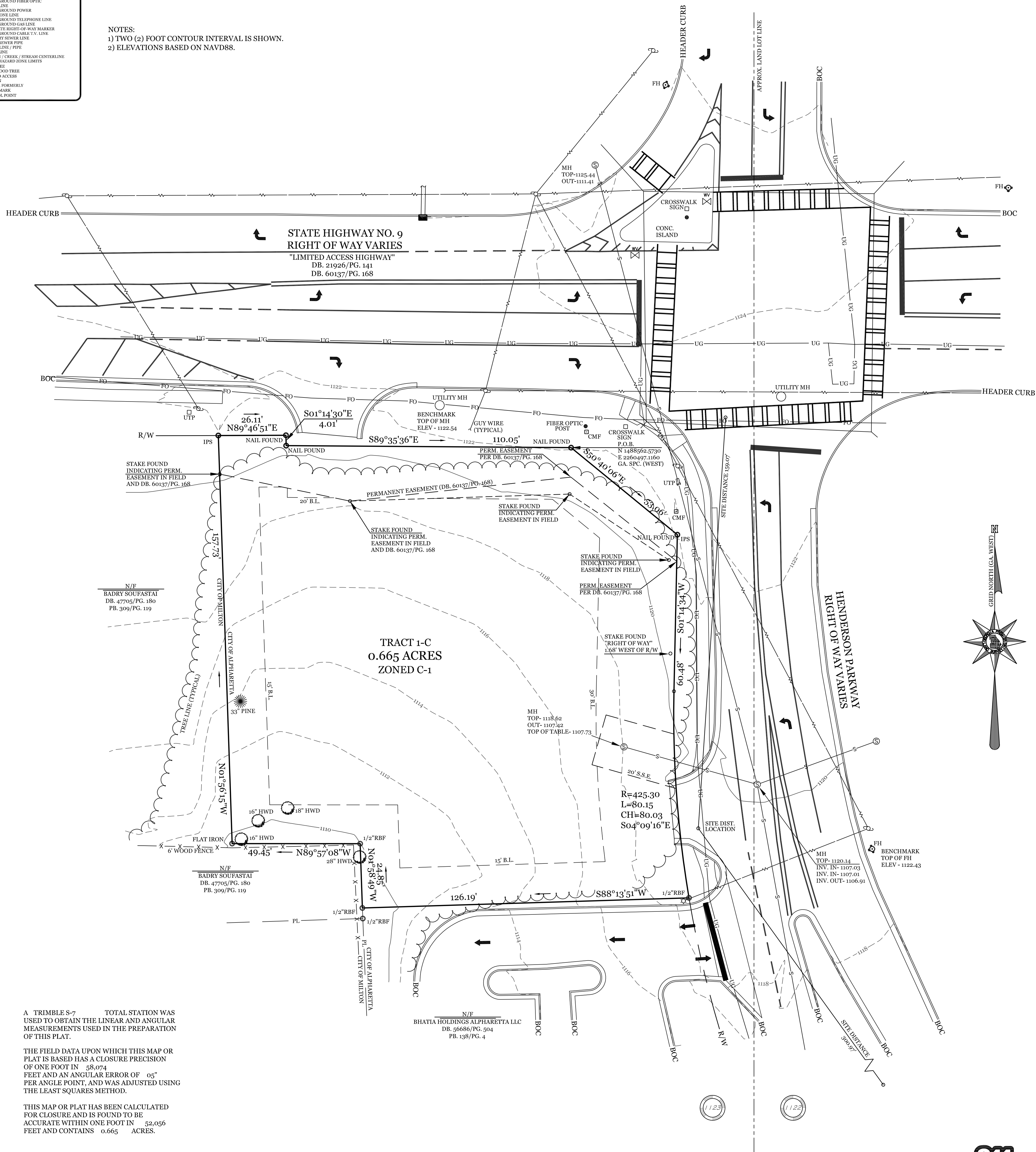
GEORGIA PREMIER LAND SERVICES, INC. IS NOT RESPONSIBLE FOR AND DOES NOT WARRANT THE ZONING INFORMATION AND INTERPRETATION AS PROVIDED HEREIN. THIS INFORMATION IS OBTAINED USING ON-LINE SOURCES, ETC. AND CANNOT GUARANTEE ITS ACCURACY. IT IS RECOMMENDED THAT THE CLIENT OR USER OF THIS DATA VERIFY THIS INFORMATION WITH THE ISSUING AUTHORITY.

NOTES:
1) TWO (2) FOOT CONTOUR INTERVAL IS SHOWN.
2) ELEVATIONS BASED ON NAVD88.

REFERENCES:
1) WARRANTY DEED RECORDED IN DEED BOOK 35053, PAGE 473,
FULTON COUNTY RECORDS.
2) SURVEY FOR NORTH GEORGIA SAVINGS & LOAN, INC.
RECORDED IN PLAT BOOK 137, PAGE 115, AFORESAID RECORDS.
3) FINAL SUBDIVISION PLAT FOR HENDERSON VILLAGE, PHASE
TWO, UNIT TWO, RECORDED IN PLAT BOOK 138, PAGE 4,
AFORESAID RECORDS.



NO PORTION OF SUBJECT PROPERTY LIES
WITHIN A DESIGNATED 100 YEAR FLOOD
HAZARD AREA AS DEPICTED BY SCALED MAP
LOCATION AND GRAPHIC PLOTTING ONLY PER
F.I.R.M. PANEL NO. 13121C0058 F, DATED
SEPTEMBER 18, 2013



THIS MAP OR PLAT HAS BEEN CALCULATED
FOR CLOSURE AND IS FOUND TO BE
ACCURATE WITHIN ONE FOOT IN 52,056
FEET AND CONTAINS 0.665 ACRES.

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON.

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1	BS	4/1/2021	ADD ZONING INFORMATION AT CLIENT REQUEST
No.	By	Date	Revision
Cadd File No: 21/21072/711StateHwy9/072Bndy.DWG			

DATE OF FIELDWORK: 3/2/2021

HENDERSON HEIGHTS LLC
711 STATE HIGHWAY 9
CITY OF ALPHARETTA

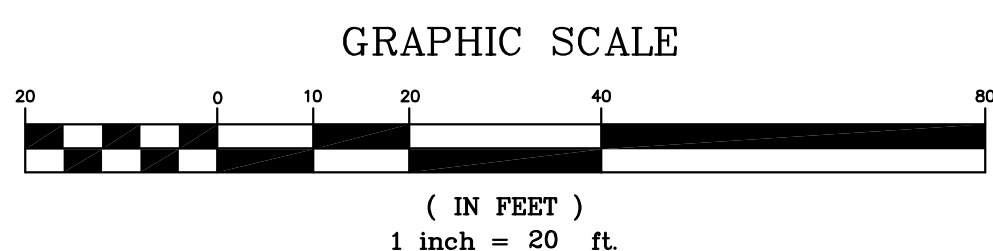


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3010 HAMILTON MILL ROAD
BUFORD, GEORGIA 30519
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LAND SURVEY FIRM COA #1177

Date: 03.08.2021	Land Lot: 1123	District: 2nd	Sheet No. 1 of 1
Section: 2nd	County: FULTON, GA.	Scale: 1" = 20'	
Project: 21072		Drawn By: BS/AS	



Know what's below.
Call before you dig.



711 State Highway No. 9

0.665 Acres

All that tract or parcel of land lying and being in Land Lot 1123 of the 2nd Land District, 2nd Section, Fulton County, Georgia and being more particularly described as follows;

To find the true point of beginning, commence at the intersection of the southerly right of way of State Highway No. 9 (right of way varies) and the westerly right of way of Henderson Parkway (right of way varies), said point marked by a Nail found (having Georgia State Plane Coordinates of North – 1488562.573 and East – 2260497.116), said point being THE TRUE POINT OF BEGINNING.

THENCE from said point as thus established, travel South 50 Degrees 40 Minutes 06 Seconds East for a distance of 53.06 feet to a point, said point marked by a ½ inch rebar pin set; THENCE traveling on said westerly right of way of Henderson Parkway South 01 Degrees 14 Minutes 34 Seconds West for a distance of 60.48 feet to a point; THENCE continuing along a curve to the left having a radius of 425.30 feet and an arc length of 80.15 feet being subtended by a chord bearing of South 04 Degrees 09 Minutes 16 Seconds East and a chord distance of 80.03 feet to a point, said point marked by a ½ inch rebar pin found; THENCE leaving said right of way South 88 Degrees 13 Minutes 51 Seconds West for a distance of 126.19 feet to a point, said point marked by a ½ inch rebar pin found; THENCE North 01 Degrees 58 Minutes 49 Seconds West for a distance of 24.85 feet to a point, said point marked by a ½ inch rebar pin found; THENCE North 89 Degrees 57 Minutes 08 Seconds West for a distance of 49.45 feet to a point, said point marked by a Flat Iron found;

THENCE North 01 Degrees 56 Minutes 15 Seconds West for a distance of 157.73 feet to a point on the southerly right of way of State Highway No. 9, said point marked by a ½ inch rebar pin set; THENCE traveling on said right of way the following three (3) courses and distances:

North 89 Degrees 46 Minutes 51 Seconds East for a distance of 26.11 feet to a point, said point marked by a Nail found; THENCE South 01 Degrees 14 Minutes 30 Seconds East for a distance of 4.01 feet to a point, said point marked by a Nail found; THENCE South 89 Degrees 35 Minutes 36 Seconds East for a distance of 110.05 feet to a point, said point marked by a Nail found, said point being THE TRUE POINT OF BEGINNING.

Said property contains 0.665 Acres.

Custom Pools of Atlanta

Daniel Franke (Owner)

4776 Mystic Dr

Atlanta, GA 30324

404-427-9924

RE: ALPHARETTA PLANNING COMMISSION REVIEW LETTER OF INTENT

711 State Hwy 9, Alpharetta, GA 30004

ZONING CI

To whom it may concern,

Our intention and goal is to create a new home for Custom Pools of Atlanta, with Alpharetta's comprehensive plan, while keeping the lifestyle of the neighborhood in mind for the existing commercial businesses. Our intent is to become a good neighbor, and maintain the style of architecture present in the commercial community of Alpharetta.

This will be an owner-occupied building, with an "appointment only" scenario for the general public, and our customers. We plan to develop a 3000 square foot brick, stone, and frame building with beautiful curb appeal, maintaining rear privacy and appealing landscapes.

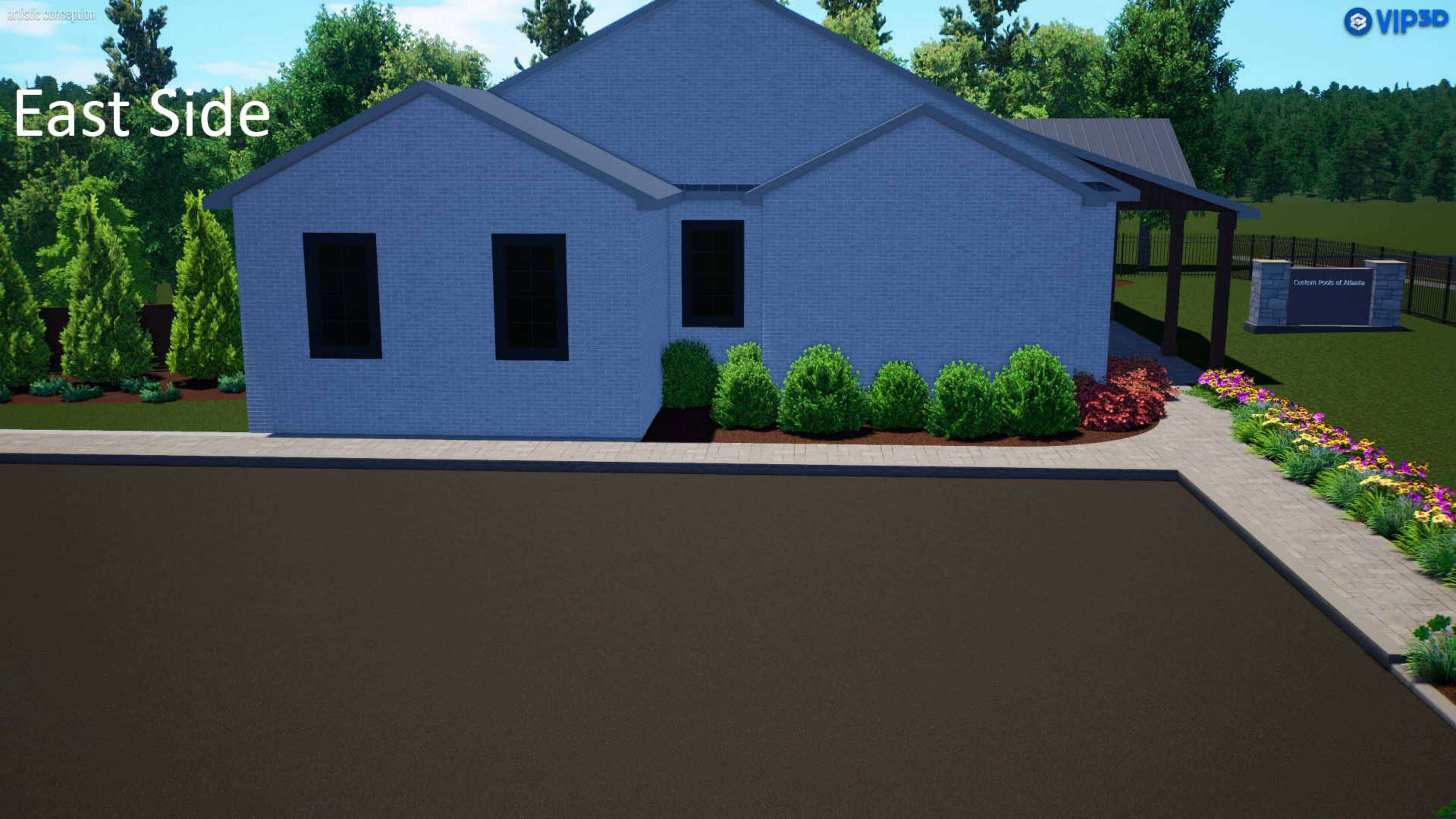
CPOA has no intentions for any kind of outside displays whatsoever, and will always maintain an inviting, clean structure within which to perform our business, offering a high-end premium product, while bringing economic growth and viability to Alpharetta.

CPOA has been in business for 2 decades in metro Atlanta and is in hopes of bringing our success to Alpharetta, should this proposal be approved.

Thank you sincerely for your consideration.

Daniel Franke

East Side



Front View



Rear Elevations



Side/ Rear From Henderson Pkwy



South East Side



Top View



West Side





City Council Meeting STAFF REPORT

Submitting Department: Finance

Submitted By:

Sponsored By:

Meeting Date: February 21, 2022

I. AGENDA ITEM TITLE: RESIDENTIAL CURBSIDE WASTE AND RECYCLING SERVICE DELIVERY

II. RECOMMENDATION:

This item is being presented as an update and for informational purposes. No specific action by City Council is requested.

III. REPORT IN BRIEF:

Brad Martin of Republic Services will report on current issues impacting the delivery of residential curbside waste and recycling services and how the company is working to resolve those challenges.

IV. ALTERNATIVES:

V. ATTACHMENTS:



City Council Meeting STAFF REPORT

Submitting Department: Community & Economic Development

Submitted By: Rachel Wilson

Sponsored By:

Meeting Date: February 21, 2022

I. AGENDA ITEM TITLE: TECH ALPHARETTA UPDATE BY KAREN CASHION, CEO

II. RECOMMENDATION:

III. REPORT IN BRIEF:

Representatives of Tech Alpharetta will provide an update on the organization's activities and achievements.

IV. ALTERNATIVES:

V. ATTACHMENTS:

Tech Alpharetta 2021 Metrics Update for presentation to City Council (2.14.22)



Tech Alpharetta 2021 Update

Tech Alpharetta
Chairman of the Board Felipe Smolka, EY
Vice Chairman Paul Nagrowski, Siemens
Treasurer Dave Albano, RestorePoint
CEO Karen Cashion
2/21/22



Tech Alphaletta is a Tech Economic Development Engine for the City of Alphaletta

We grow new companies & new jobs for the City

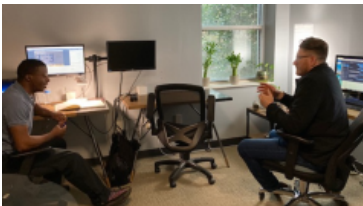
We help attract & retain tech companies in the City

We help to attract, retain & grow skilled tech workforce

We grow new companies & new jobs for the City

**40-55 tech startups incubate at our Center at any given time,
creating innovative new technology: software, hardware, med device, biotech
17 have graduated from our incubator since 2015, creating**

**831 new tech & service industry jobs for the City &
1722 new jobs total for the state of Georgia**



We help to attract & retain tech companies in the City

- **By growing & supporting a thriving tech ecosystem in Alpharetta**

EVENTS —→ 46 Events attended by 2000 tech execs in 2021

INCUBATOR —→ Running a vibrant startup incubator, connecting startups & enterprise

BOARD —→ Offering continued opps. for Board engagement & thought leadership

A thriving tech ecosystem & opps. for engagement attract more tech companies & help to retain the ones that are already here.

- **By offering Board assistance with Recruiting, upon request by the City**



We help to attract, retain & grow Skilled Tech Workforce for the City

- By growing & supporting a thriving tech ecosystem in Alpharetta
- Through Tech Alpharetta's Women's Forum's STEAM mentoring programs to encourage students to pursue STEAM careers, we're helping to grow the next generation STEAM workforce in Alpharetta



In 2021, COVID continued to present challenges. But innovation doesn't stop, and neither do we....

In 2021, we added 7 new board companies,
Ending 2021 with 34 Tech Leaders on our board

Morgan Stanley

CIOX
A DATAVANT Company

WRIGHTNOW
SOLUTIONS

MASTERY

globalpayments

 **RestorePoint.ai**

taylor | english
the purpose-built law firm®

Just added:

 **Pfizer**

 **EY**

Tech Verticals Represented

Data Center/IT/Hosting Services-3 (Edge, Flexential, Tier 4)

Big Data/data analytics-3 (LexisNexis Risk Solutions, Equifax, RestorePoint)

Communications/IOT-3 (Verizon, AT&T, KORE)

Fintech-6, including cryptocurrency (ADP, BitPay, DataSeers, Global Payments, PPS, Morgan Stanley/E*trade)

Healthcare (med device, healthcare IT)-3 (JHC, HST, CIOX)

Gaming & Lottery-4 (Hi-Rez Studios, Park Avenue Gaming, Scientific Games, Skillshot)

Logistics-2 (UPS Supply Chain Solutions, Mastery)

Infrastructure & Software-7 (Digital Scientists, HPE, Microsoft, OneSpring, Pyramid Consulting, Siemens, Verint)

Transportation-2 (LeasePlan, TireHub); Other (Tech Upskilling/Training -1 (WrightNow Solutions)

Just added: Biotech-1 (Pfizer) & Transportation-EY (EVs)

Tech Alpharetta Board of Directors as of 12/31/21

34 Tech Co. Leaders

49% Women/Persons of Color

Strong Market Representation with 19 Enterprise; 9 Midmarket; 9 Emerging

City of Alpharetta Board Members

Mayor Gilvin

Economic Dev. Manager Lance Morsell

Tech Alpharetta Chairman of the Board

Felipe Smolka, (now EY Partner, Electric Vehicles)

Tech Alpharetta Vice Chair

Paul Nagrowski, Siemens

Tech Alpharetta Treasurer

Dave Albano, RestorePoint

ADP-E

AT&T-E

Bank of America-E

BitPay-MM

CIOX Health-E

Colonial Pipeline-E

DataSeers-EM

Digital Scientists-EM

Edge Solutions-MM

Equifax-E

Flexential-E

Global Payments-E

Healthcare Staffing

Technologies-MM

Hi-Rez Studios-MM

HPE-E

Jackson Healthcare-E

KORE Wireless-MM

LeasePlan USA-E

LexisNexis Risk Solutions-E

Mastery-EM

Microsoft-E

Morgan Stanley/E*trade-E

OneSpring-EM

Park Avenue Gaming-EM

Priority Payment Systems-MM

Pyramid-MM

RestorePoint-EM

Scientific Games-E

Siemens-E

Skillshot Media-EM

Taylor English-MM

Tier 4 Advisors-EM

TireHub-MM

UPS Supply Chain Solutions-E

Verint-E

Verizon Wireless-E

WrightNow Solutions-EM

Community Partner Board Members

Alpharetta Chamber of Commerce

ATDC

GNFCC

Gwinnett Tech

MACOC

TAG

2021 Highlights

- ✓ + More Sponsors: Added **8** new Sponsor companies in 2021
- ✓ + More Events: From 22 events in 2019 ➡ 40 events in 2020 ➡ **46** events in 2021, serving **2000** area tech execs
- ✓ + Golf Tournament: Our first Golf Classic sold out in 2021 (& was then rained out). Second Annual Golf Classic takes place 9/19/22.
- ✓ **17** Startup Grads since 2015: 2 Startup Graduates in 2021-Veryable & FUSmobile
- ✓ **4** startup grads actively hiring: DataSeers, SolMicroGrid, Finosec, Veryable
- ✓ Startup Funding: \$25 million Series A part II funding round just closed by our program member Voxie
- ✓ > **\$182 million** in investor funding received by our startups since 2015

Tech Alpharetta 2021 Financial Update

- ✓ Exceeded 2021 revenue projections
- ✓ Beat 2021 expense projections
- ✓ Net Profit
- ✓ Record level of Sponsorship Revenue in 2021, 172% of projections

2021 Financial Projections/Actual

Details	Actual 2017	Actual 2018	Actual 2019	Actual 12/31/20	Projections for Calendar Year 2021	Actual 12/31/21
Cash Revenue (Operations, sponsorships events, other)	\$177,733	\$229,972 * *(does not incl. 2018 AgTech Conference)	\$292,774	\$306,924	\$250,000	\$319,806
Support: City of Alpharetta	\$122,083	\$125,000	\$114,583	\$105,833	\$95,000 7/20-6/21 (City fiscal year)	\$95,000
=Total Combined Revenue	\$299,816	\$354,972	\$407,357	\$412,758	\$350,000	\$415,806
Expense	\$299,049	\$327,277	\$346,629	\$326,189	\$350,000	\$324,131
EBIT			\$60,728	\$86,569	\$0	\$90,675
In-kind sponsorships		\$222,000 in-kind services	\$242,000 in-kind services (incl. new website)	\$234,000 in-kind services	\$222,000 in-kind services	\$275,000 in-kind services (PR, video, webmaster)

Incubator Metrics



COVID Cancellation

Goal Met



Goal Exceeded



2021 Goal	Actual		2021 Goal	Actual
Retain our startup members	48 in 2/20; 40 as of 12/31/21		Host 66 ATDC and One Mil Cups (now called Entrepreneurial Hour) Mtgs, some virtual, some hybrid	83
Graduate 2 startups per year	2		Place 2 FSC HS Interns	35 placed with our startups and mentors
Work in collaboration with City of Alpharetta Ec. Dev	Yes —Ongoing, excellent collaboration with Ec Dev on meetings, intros, presentations		Host 30 free CPA & law firm office hours	45 law firm hours on site; plus virtual CPA firm hours in 2021
Min. 10 Lunch & Learns	Cancelled due to COVID but replaced by 141 mostly virtual workshops, programs, meetups.		Host 2 monthly tech meetups	AWS met monthly & Entrepreneurial Hour met weekly in 2021
6 VC firm visits	Cancelled due to COVID (but held 1 virtual, investor-led program).		Host City Reps for lunch with startups	Hosted Development Authority in Sept. 2021, when COVID numbers were briefly down
\$2 mil more in startup funding	\$29.2 mil invested in our members & grads in 2021 & > \$182 mil to date		12 Center startups mentored	26 mentored; 72 total mentoring sessions held

Branding & PR Metrics



Below Goal



Goal Met



Goal Exceeded



2021 Goal	2021 Actual		2021 Goal	2021 Actual	
225 Social Media Posts	713		6 press releases	6	
20 Million Impressions	18,773,343 million Media Impressions		Con't in-kind PR services	Yes	
250 news articles quoting/mentioning Tech Alpharetta	522, incl. 2 published Tech Alpharetta articles authored by Karen		Host 15 tech events, serving 700 tech execs	46, serving 2000	
12 original blogs	46		Continue to grow/renew organizational Partnerships	30+ in 2021	
6 New Podcast Episodes, Driving Innovation	8 episodes in 2021		90 weekly e newsletters to > 2500 area tech execs	104	
Featured in one 3 rd party podcast	Karen: 1 (Emory's Center for Innovation Podcast)				
5 Exec. Spotlight Videos	6		6 metro speaking engagements	6	

We have more than 2 dozen senior & C-level area tech exec Board members

Board Metrics

● COVID Cancellation

● Goal Met

● Goal Exceeded



Board companies'

2021 level of financial participation:

\$168,000 2021 (10x 2018)

\$121,000 2020

\$76,500 2019

(\$17,500 in 2018)



2021 Goal	2021 Actual		2021 Goal	2021 Actual	
10 Board Meetings	10		100% of new Board companies to sponsor	Yes (other than startups, which are exempt)	
7 Board Committees, 30 Committee Mtgs	6, 25: 4 th Q committee meetings intentionally placed on hold while board strategized committee realignments		50% of all Board companies to sponsor in 2019, 75% in 2020 and thereafter	Yes. 2021 92% (84% cash) 2020 87% (77% cash) 2019 70% (60% cash) 2018 22%	
Grow Board to 30 tech companies (compared to 18 at end 2018, 10 end of 2017), plus add 3 CIOs from enterprise, non-tech companies.	34 tech co members as of 12/31/21 and 3 approved, nontech company execs.				
Recruit 75% of Alpharetta's largest employers to the Board	4 of Alpharetta's 5 largest employers serve on our Board (80%).				

Sponsors in 2017 = 0

Sponsors as of 12/31/21 = 46





We're grateful for the City's partnership and support!

Tech Alpharetta
Chairman of the Board Felipe Smolka, EY
Vice Chairman Paul Nagrowski, Siemens
Treasurer Dave Albano, RestorePoint
CEO Karen Cashion



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT

SUBMITTED BY: KATHI COOK

DRAFTED BY: MICHAEL WOODMAN

CITY COUNCIL SPONSOR: STAFF INITIATED

I. AGENDA ITEM TITLE: PH-21-17 UNIFIED DEVELOPMENT CODE TEXT AMENDMENTS – DOWNTOWN OVERLAY SIGN CODE

CITY COUNCIL:

JANUARY 18, 2022

This item was considered at the 1/6/2022 Planning Commission meeting. There were no public comments. Planning Commission suggested clarifying 'unique material' in Subsection 2.6.12(G)(6). After discussion, Planning Commission recommended approval. Vote 6-0

II. REPORT IN BRIEF:

Consideration of text amendments to Unified Development Code (UDC) Section 2.6 Signs, to add regulations pertaining to signs in the Downtown Overlay.

DISCUSSION

Staff organized a committee to research appropriate Downtown sign regulations. The committee consisted of sign company professionals, Design Review Board (DRB) members and Staff. The results of the research were presented to the DRB on April 16, 2021 and updated to reflect feedback provided at that meeting. As a result, Staff proposes the following text amendments to Unified Development Code (UDC), Section 2.6 Signs, as it relates to signage in the Downtown Overlay:

- Prohibit sign cabinets;
- Prohibit face illuminated signs; and
- Add design regulations applicable to external illumination, monument signs, wall signs, perpendicular or hanging signs and window signs.

III. ATTACHMENTS:

- UDC Strike Through and Underline Edits
- Downtown Sign Research Presentation 4.22.21

SECTION 2.6 SIGNS¹

2.6.1 Findings, purpose and intent.

A. *Findings.*

1. The City of Alpharetta finds that signs are a proper use of private property, are a means of personal free expression and a necessary component of a commercial environment. As such, signs are entitled to the protection of the law. In the absence of regulation, however, the number of such signs tends to proliferate, with property owners' desiring ever increasing numbers and sizes of signs, leading to cluttered and aesthetically blighted thoroughfares and properties. In addition, the competition among competing sign owners for visibility of their signs contributes to safety hazards for both vehicles and pedestrians and undermines the sign owners' original purpose of presenting a clear message of its idea or identification of its premises.
2. The City further finds that the size, height, number, design characteristics, spacing and location of signs in the City directly affect the public health, safety and welfare and property values.
3. The City further finds that the regulation of the size, height, number, design characteristics, spacing and location of signs is necessary to protect the public safety, to assure compatibility of signs with surrounding land uses, to enhance the business and economy of the City, to protect the public investment in the streets and highways, to maintain the tranquil environment of residential areas, to promote industry and commerce, to eliminate visual clutter and blight, to provide an aesthetically appealing environment, and to provide for the orderly and reasonable display of both advertising and non-commercial messages for the benefit of all the City's citizens.
4. The City further finds that there is a substantial difference between signs erected by public authority and signs erected by private citizens or businesses. Signs erected by public authority are virtually all erected for the purpose of maintaining the public safety either through direct control of traffic or through provision of such type signage as street signs which enable the traveling public to know where they are located and to find where they are going. As such, with the exception of limited signs serving other purely public purposes, such as identifying government buildings or conveying government speech, virtually all government signs are erected purely for public safety purposes. Moreover, their use in the public right-of-way is necessary to ensure their visibility to the motoring public. The City finds that public utility signs are frequently of the same nature as those signs erected by governmental entities in that they provide necessary information to safeguard the public from downed power lines and from street excavations. Even where signs serve a propriety purpose, such as identifying markings on utility poles, those signs are marked primarily for the purpose of benefiting the public generally through identification of locations where there may be temporary losses of power.
5. The City further finds that there is a substantial need directly related to the public health, safety and welfare to comprehensively address these concerns through adoption of the following regulations.

B. *Purpose and Intent.* The purpose and intent of the governing authority of the City of Alpharetta in enacting this Ordinance includes, are as follows:

¹Editor's note(s)—Ord. No. 720 , § 2(Exh. A), adopted 2-22-2016, repealed former § 2.6 (2.6.1—2.6.14), and enacted a new § 2.6 as set out herein. The former § 2.6 pertained to similar subject matter and derived from the original codification and Ord. No. 713 , §§ 1—8, adopted Sept. 28, 2015.

-
1. To protect the health, safety, general welfare and property values of the citizens of the City, and to implement the policies and objectives of the Comprehensive Plan of the City through enactment of a comprehensive set of regulations governing signs in the City;
 2. To regulate the erection and placement of signs within the City in order to provide safe operating conditions for pedestrian and vehicular traffic without unnecessary and unsafe distractions to drivers and pedestrians;
 3. To preserve the value of property on which signs are located and from which signs may be viewed;
 4. To maintain an aesthetically attractive city in which signs are compatible with the surrounding area;
 5. To maintain for the City's residents, workers and visitors a safe and aesthetically attractive environment and to advance the aesthetic interests of the City;
 6. To prevent the destruction of the natural beauty and environment of the City and maintain and maximize tree coverage within the City;
 7. To establish comprehensive sign regulations which effectively balance the protection of legitimate business and development needs and the rights of individuals and businesses to convey their messages through signs with the promotion of a safe and aesthetically attractive environment for residents, workers and visitors to the City and the protection of the public health, safety, and general welfare;
 8. To ensure the protection of free speech rights under the State and United States Constitution within the City;
 9. To promote economic development;
 10. To establish a permit system to allow specific types of signs in zoning districts consistent with the uses, intent and aesthetic characteristics of the areas where the signs are to be located;
 11. To provide temporary signs in limited circumstances;
 12. To place reasonable controls on non-conforming signs that are by definition contrary to the public health, safety and welfare while protecting the constitutional rights of the owners of said non-conforming signs;
 13. To provide for the maintenance of signs;
 14. To avoid the harmful aspects of the unrestricted proliferation of signs; and
 15. To ensure the fair and consistent enforcement of sign regulations.

(Ord. No. 720 , § 2(Exh. A), 2-22-2016)

2.6.2 Scope of regulations.

- A. The provisions and standards of this Ordinance shall apply to all signs located or erected within the corporate limits of the City.
- B. Protected non-commercial speech shall be permitted in any place commercial speech is permitted under this Ordinance. Any sign provided for in any zoning district may contain non-commercial messages. To the extent any conflict arises between this provision and any other language found in this Ordinance, this provision shall control.
- C. Nothing herein shall be construed to permit display of any message which is obscene, illegal or speech which is otherwise unprotected under the First Amendment of the United States Constitution. Nothing herein shall be construed to prohibit a prosecution for violation of a criminal statute by the City or other duly constituted government authority or a civil action by the City or other private person or entity.

2.6.3 Definitions.

As used in this Ordinance, unless the context indicates otherwise, the following terms shall have the meaning set forth below:

Abandoned Sign. Any sign that contains or exhibits broken panels, visible rust, visible rot, damaged support structures, or deteriorated copy through lack of maintenance, or which is otherwise dilapidated, unsightly, or unkempt, and for which no person accepts maintenance responsibility.

Animated Sign. Any sign, or part of a sign, that uses any movement or change of lighting or color to depict action or create a special effect or scene, changes colors or physical position by movement or rotation, or which gives the visual impression of such movement or rotation. This includes signs that flash, blink, scroll, fade or rotate/revolve to display a message in more than one direction, and tri-vision signs, but does not include flags, banners, or canopies.

Background Area. The area of a sign face on which copy could be placed, as opposed to the copy area, where copy is in fact posted or painted. See also, "Face of Sign" (or "Sign Face").

Banner. Any sign of lightweight fabric, plastic or similar material that is intended to be hung either with a frame or without a frame. Neither flags nor canopy signs are considered banners.

Beacon. Any light with one (1) or more beams which rotate, move or which are directed into the atmosphere or at one (1) or more points not on the same lot as the light source.

Canopy (or Marquee). A permanent roof-like shelter extending from part or all of a building face and constructed of some durable material such as fabric, metal, glass or plastic.

Canopy Sign. Any sign attached to or constructed in or on a canopy. For purposes of this Ordinance, this term includes Marquee Sign.

Changeable Copy Board. Any sign or part of a sign face that incorporates changeable board or panels, each of which contain a number, letter, character, graphic, symbol or image, to form a sign message or messages ("changeable copy"), whether the changing of such panels or boards are accomplished electronically or manually. A tenant panel is not considered changeable copy.

Channel Letter Sign. A three-dimensional, individually cut letters or figures, illuminated or non-illuminated, affixed to a structure.

City. The City of Alpharetta, Georgia.

Copy. The characters, symbols, graphics, images, letters, words, writing, and/or information or advertising display on a sign surface.

Copy Area. The area in square feet of the smallest rectangle enclosing the actual copy of a sign.

Directory Sign. A single, permanent free-standing sign for multiple businesses, offices, professionals, industries or other entities located within a planned center.

Double-Faced Sign. A sign which has two (2) display areas against each other or where the interior angle formed by the display areas is sixty degrees (60°) or less, where one (1) face is designed to be seen from one (1) direction and the other face from another direction.

Electronic sign. Any sign, or portion of a sign, whose message may be changed at intervals by electronic process or by remote control, including signs such as a tri-vision sign, LCD sign or LED sign.

Facade. The exterior front of a building or structure exposed to public view.

Face of Sign or Sign Face. That part of a sign that is or can be used to announce, direct attention to, identify, advertise or otherwise communicate information. The entire area of sign on which copy could be placed. See also, "Background Area." The sign face may be composed of two or more modules on the same surface that are separated or surrounded by portions of a sign structure not intended to contain any advertising message or idea and are purely structural or decorative in nature.

Feather Sign. A temporary sign or device made of lightweight plastic, fabric, or other material, whether or not containing a message of any kind, attached to a single rod, stake or staff for support, and designed to move in the wind.

Flags. Any fabric, bunting or similar material containing distinctive colors, patterns, or symbols.

Flashing Sign. A sign, the illumination of which is not kept constant in intensity at all times when in use, and which exhibits marked changes in lighting effects.

Free-standing Sign. Any sign erected on a free-standing base, foundation, or frame, or otherwise supported by structures, supports or posts that are attached to, placed on, or anchored in the ground, and which are independent from and not attached to any building or other structure. All permanent free-standing signs shall be self-supporting structures erected on and permanently attached to solid bases or foundations.

Illuminated Sign, External. Any sign illuminated by an external light source. Such source cannot be a device that changes color, flashes or alternates.

Illuminated Sign, Internal. Any sign illuminated by an internal light source. Such source cannot be a device that changes color, flashes or alternates.

Lot or Parcel. A designed parcel, tract or area of land legally established by plat, subdivision or as otherwise permitted by law, to be separately owned, used, developed or built upon.

Monument Sign. A type of permanent free-standing sign that consists of a sign face attached on a solid base or foundation, designed in a manner such that the bottom (base) of the sign face is flush with the supporting solid base, which is directly mounted on and flush with the ground. The supporting base shall be at least as wide as the sign face and shall be constructed of brick, stone, or other architectural material as set forth herein. Also referred to as a "ground sign."

Non-conforming Sign. A sign erected or otherwise in use prior to the effective date of this Ordinance which fails in one or more respects to comply with all provisions of this Ordinance.

Obscene. Any form of speech which, taken as a whole, appeals to the prurient interest in sex, portrays sexual conduct in a patently offensive way, and which, taken as a whole, does not have serious literary, artistic, political, or scientific value. See *Miller v. California*, 413 U.S. 15, 93 S. Ct. 2607 (1973).

Outparcel. A portion of a larger parcel of land generally designed as a site for a separate structure and business from that of the larger main tract. To be recognized as an outparcel, the parcel must abut and be external to the larger main tract, have street frontage, and at the time of approval of the site plan for the larger main parcel be identified and delineated as a separate building site from that of the larger main parcel.

Pennant or Streamer. A temporary sign or device made of lightweight plastic, fabric, or other material, whether or not containing a message of any kind, suspended from a rope, wire, or string, usually in a series, designed to move in the wind.

Permanent Sign. Any sign affixed in manner that enables the sign and its copy to resist environment loads and precludes ready removal or movement of the sign, which is designed and constructed in a manner such that its intended use appears to be indefinite, and which, when installed, is intended for permanent use.

Perpendicular Sign. A sign that is placed perpendicular to the face of a wall and can be read on both sides. Such signs can be mounted to a wall or attached to the underside of an awning.

Portable Sign. Any sign which is designed to be transported, including, but not limited to, signs transported by trailer or its own wheels, even though the wheels of such sign may be removed and remaining chassis or support constructed without wheels is converted to an "A" or "T" frame sign or attached temporarily or permanently to the ground. Portable sign also means a sign carried by a person when that person's function is to display or convey a message as a pedestrian. Portable sign also means and includes a sign attached to, mounted on, posted on, painted or drawn on a motorized or drawn vehicle, when such vehicle is parked or placed in such a manner as to serve the purpose of an advertising device, or routinely parked at a location other than the location generally associated with the message conveyed or identified thereon, or when the primary purpose or function of such vehicle is to transport the message or messages conveyed or identified thereon. Portable signs shall not be deemed to include standard bumper stickers on vehicles, license plates, or signs that may be reflected on hats or other articles of clothing.

Roof Line. The top edge of the roof or the top of the parapet, whichever forms the top line of the building silhouette.

Roof Sign. Any sign erected upon, against or directly above a roof or on top of or above the parapet of a building.

Rotating Sign. Any sign or portion of a sign that moves in a revolving or similar manner.

Sidewalk or Sandwich Board Sign. A movable sign not secured or attached to the ground or surface upon which it is located.

Sign. Any identification, description, illustration, device, fixture, structure, display or visual representation, which is visible from any public place and affixed to, or supported or suspended by, a stationary object, structure, building or the ground that uses any color, form, character, symbol, graphic, image, illumination, or writing to announce, direct attention to, identify, or advertise an object, idea, location, place, person, institution, organization, business, product, service, activity or event or to otherwise visually communicate information, ideas or messages of any kind to the public. "Sign" includes the sign face and sign structure..

Sign Structure. Any structure, other than a building, which supports, has supported or is designed to support a sign. A decorative cover is part of a sign structure.

Site Plan. A scaled, legible drawing representing the parcel of land on which a sign is to be located showing at least the property lines, public street right-of-ways, drive entrances, buildings and the location of existing free-standing signs.

Standard Informational Sign. A non-illuminated, temporary free-standing sign, which shall contain no reflecting elements, flags, projections or unpainted wooden surfaces, mounted on a post, stake or metal frame (with a thickness or diameter not greater than three and one-half inches) that is attached to, or anchored in, the ground. Standard informational signs are limited per lot to either one (1) sign that is twelve (12) square feet in area or up to four (4) signs not to exceed an aggregate of twelve (12) square feet in area. In addition, each sign shall not exceed a height of five (5) feet. These signs shall be set back not less than ten (10) feet from public right-of-way or ten (10) feet from the back of curb of a private roadway. Standard informational signs do not require a permit.

Strip Shopping Center. A multi-tenant retail center with less than fifty thousand square feet (50,000 sq. ft.) of enclosed, leasable space.

Subdivision Sign. A monument sign located at the vehicular entrance or exit of a platted residential subdivision.

Substandard Lot or Parcel. A lot or parcel that does not meet the lot area, width or public street frontage and access requirements of this Code.

Swinging Sign. A hinged sign installed on an arm or spar, and which is not also permanently fastened to an adjacent wall, ceiling or upright pole or support.

Temporary Sign. Any sign that is not a permanent sign.

Tenant Frontage or Tenant Space Frontage. The horizontal distance in feet between the left side wall and the right side wall or building end wall of a tenant space fronting on a street.

Tenant panel. A physically removable panel on a sign face that may be changed for different like-sized panels and which is at least two (2) square feet in area. Tenant panels do not include electronic signs, reader boards or changeable copy.

Tenant Space. The physical location within a building designed and intended to serve as the separate and exclusive premises for the operations of a business or entity, which has its own exclusive public entrance/exit from the exterior of the building, and which is occupied by a business or entity legally operating pursuant to all Federal, State, City or other applicable laws and regulations. The use of any such physical location by more than one (1) legally operating business or entity shall only constitute a single tenant space. In the event such a physical location is used or occupied by more than one (1) business or entity, in order for such physical location to constitute a "tenant space", all businesses and/or entities operating therein must be operating pursuant to all Federal, State, City or other applicable laws and regulations.

Under-canopy Sign. A sign suspended below the ceiling or roof of a canopy or marquee and perpendicular to the face of the building. For the purposes of this Ordinance, this term includes Under-marquee Sign.

Variable Message Board. A programmable sign that provides changing information.

Wall Sign. A sign attached to or erected against the outside wall of a building, with the face parallel to the building wall and extending not more than 1 foot (1 ft.) therefrom, and which displays only one sign face.

Window Sign. A sign installed on or inside a window for purposes of viewing from outside the building. This term does not include merchandise located in window or similar window displays.

(Ord. No. 720 , § 2(Exh. A), 2-22-2016)

2.6.4 Permits and applications.

- A. PERMIT REQUIRED. Except as specifically exempted from the provisions of this Ordinance, it shall be unlawful for any person to post, display, materially change, or erect a sign in the City without first having obtained a sign permit. Notwithstanding the foregoing, signs which are not visible from a public right-of-way or from neighboring properties shall not be subject to the standards of this Ordinance. A change in the copy area of a sign shall constitute a material change.
- B. APPLICATION CONTENTS. Applications for sign permits shall be made on application forms prepared by the Director and filed by the sign owner or its agent with the Director. The application shall include a detailed description of the subject sign and such other information and documents as required by the subject application form, including the following:
 - 1. The street address of the property upon which the subject sign is to be located and a site plan of the property which bears the scaled and labeled proposed location of the sign.
 - 2. The aggregate area and copy area for all signs on the parcel.
 - 3. The name(s) and address(es) of the owner(s) of the real property upon which the subject sign is to be located.
 - 4. Name, address, telephone number, business license number and signature of the business owner authorizing placement of the sign.
 - 5. Name, address, telephone number, fax number, business license number and signature of the sign contractor.

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6. The type of sign to be erected, the area and copy area of the sign, the height of the sign (if free-standing), the shape of the sign, the color(s) of the sign, the material of the sign and details showing how the sign will be mounted, installed or erected.
 7. For permanent free-standing, ground and monument signs only, show dimensioned sign location on site plan and include structural foundation and mounting details. Indicate the location and size of all existing permanent free-standing, ground and monument signs on the property.
 8. The cost of the sign (materials and installation).
 9. All applicants for signs which incorporate electricity must obtain an electrical permit or, if previously issued, a copy of the electrical permit. Signs connected to an approved, existing wired outlet or junction box do not require electrical permits.
 10. If the proposed sign is subject to the design standards or other requirements set forth in the Design Review Board Ordinance (codified as §§ 16-37—16-46 of The Code of the City of Alpharetta, Georgia), the applicant must also submit such additional forms, information and/or documents as may be required by the provisions of said ordinance.
 11. Such other information as the City shall require to show full compliance with this and other ordinances of the City.

C. REVIEW AND CONSIDERATION OF APPLICATIONS; DECISION; APPEALS.

1. No permit shall be issued until the appropriate application has been filed with, and approved by, the Director and fees have been paid. Fees and any required deposits shall be established from time to time by resolution of the City Council. No application shall be deemed to be accepted by the Director unless and until all fees and deposits are paid and all information reasonably required by the Director is provided by the applicant. When a sign sought pursuant to an application for a permit is located or proposed to be located within the Downtown Overlay or design review for compliance with design standards is delegated and referred to the Design Review Board by the Director as authorized under the Design Review Board Ordinance, the application shall also be subject to design review by the Design Review Board in accordance with the Design Review Board Ordinance. Where design review of a sign by the Design Review Board is required in accordance with the foregoing provisions, a condition of zoning or conditional use approval, or any other applicable City code, ordinance, resolution or regulation, no permit for any such sign shall be issued without the prior grant of design approval by the Design Review Board. The decision of the Design Review Board to grant or deny design approval shall be final.
2. The Director shall reject any application that is incomplete or does not conform to the City's application requirements, contains a false material statement or omission, or is for a prohibited sign under Subsection 2.6.8. Any such application may be rejected by either returning the application to the applicant or providing written notice of rejection of the application at any time prior to the expiration of (45) business days of receipt of said application. An application which is resubmitted must meet all the standards applicable to an original application. A rejected application that is later resubmitted in conformity with this Section 2.6 shall be deemed to have been submitted on the date of resubmission, instead of the original submission date. The Director is further authorized and empowered to revoke any sign permit issued pursuant to an application containing a false material statement or omission. The rejection or revocation of a permit pursuant to the provisions of this subparagraph may be appealed to the Board of Appeals by filing a notice of appeal with the Director within fifteen (15) days of written notice of the revocation, which must state the reason(s) for the appeal. Any such appeal shall be heard in accordance with the provisions for appeal set forth in subparagraph 5 below.

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3. A sign permit shall become null and void if the sign for which the permit was issued has not been completed and erected within the time frame specified by the permit or six (6) months after the date of issuance.
 4. A complete application for a sign permit shall be approved or denied by the Director within forty-five (45) business days of its receipt by the Director and the applicant's payment of the appropriate deposit(s) and fee(s) to the City. The Director shall give written notice to the applicant of the Director's decision within such forty-five (45) business day period. If it is determined that the application fully complies with the provisions of this Section 2.6 and all other applicable laws, ordinances, codes, resolutions and regulations of the City, the application shall be approved by the Director and a sign permit shall be issued. If it is determined that the application or proposed sign does not fully comply with the provisions of this Section 2.6 and all other applicable laws, ordinances, codes, resolutions and regulations of the City, the Director shall deny the application. If the decision of the Director is to deny the application, the notice shall state the reasons for denial of the permit. The Director shall give such notice in writing by hand-delivery, certified mail, statutory overnight delivery, or e-mail using the contact information provided in the application. If the notice is sent by certified mail, overnight statutory delivery or e-mail, the notice shall be deemed to have been given on the date the notice is mailed or e-mailed by the City as indicated by the postmark or date stamp associated therewith. If the City fails to act within the forty-five (45) business day period, the permit shall be deemed to have been granted.
 5. Except as provided in Paragraph 6 below, when an application for a sign permit is denied by the Director, the applicant may appeal such denial to the Board of Appeals by filing a written notice of appeal with the Director within fifteen (15) days of the written notice of permit denial. The notice of appeal shall specify the grounds thereof. The Board of Appeals shall take final action on the appeal within sixty (60) days of the filing of the notice of appeal. If the Board of Appeals fails to act within said 60-day period, the permit shall be deemed to have been granted. Should the Board of Appeals vote to uphold the decision of the Director, the Board of Appeals shall issue a written decision indicating the reason(s) therefor to the applicant. Appeal from the decision of the Board of Appeals is by writ of certiorari to the Fulton County Superior Court and must be filed within 30 days of the date of the Board's decision.
 6. Notwithstanding the provisions of the foregoing Paragraph, when (a) a sign is subject to design review and approval by the Director for compliance with design standards and other requirements pursuant to the Design Review Board Ordinance (See Chapter 16 of The Code of the City of Alpharetta, Georgia) and (b) an application for a sign permit is denied by the Director solely on the grounds that the proposed sign does not comply with such design standards or requirements (i.e., design approval is denied by the Director), the applicant may appeal such denial to the Design Review Board by filing a written notice of appeal specifying the grounds thereof with the Director within fifteen (15) days of the written notice of permit denial. When the Director's denial of design approval under the Design Review Board Ordinance serves as the sole basis for the denial of an application for a sign permit, such permit denial shall only be appealable to the Design Review Board. The Design Review Board shall take final action on the appeal within 60 days of the filing of the notice of appeal. If the Design Review Board fails to act within said 60-day period, design approval of the proposed sign shall be deemed to have been granted. Should the Design Review Board vote to uphold the denial, the Design Review Board shall issue a written decision indicating the reason(s) therefor to the applicant. Appeal from the decision of the Design Review Board is by writ of certiorari to the Fulton County Superior Court and must be filed within thirty (30) days of the date of the Design Review Board's decision.
 7. The Director may inspect all existing signs in the City to determine if such signs conform to the provisions of the Ordinance. The Director is authorized and empowered to suspend or revoke any sign permit issued upon failure of the holder thereof to comply with any provision of this Sign Ordinance or any other ordinance of the City applicable to the subject sign. The suspension or revocation of the

permit shall not preclude the Director or City from taking any other action authorized by this Code or by law to enforce the provisions hereof, assure correction of violations or for any other lawful purpose. No permit shall be suspended or revoked until after the permittee is granted a public hearing before the Board of Appeals. The permittee shall be given fifteen (15) days' written notice of the time, place, and purpose of the hearing, with a statement of the reason(s) for the suspension or revocation of such permit. A finding that the permittee has violated a provision of this Sign Ordinance or any other ordinance of the City applicable to the subject sign shall be due cause for the suspension or revocation of the sign permit.

(Ord. No. 720 , § 2(Exh. A), 2-22-2016; Ord. No. 751 , § 1(Exh. A), 10-16-2017; Ord. No. 805 , § 1(Exh. A), 8-10-2020)

Editor's note(s)—Ord. No. 751 , § 1(Exh. A), adopted Oct. 16, 2017, changed the title of § 2.6.4 from "Permits and labels" to read as herein set out.

2.6.5 Variances.

- A. Where a literal application of terms of this Ordinance, due to special circumstances, would result in an unusual hardship in an individual case, a variance may be granted pursuant to procedures set forth in this Code where all the following conditions exist:
1. a. Exceptional conditions pertaining to the property where the sign is to be located as a result of its size, shape or topography, which are not applicable to other lands or structures in the area; or
 - b. The natural features of the lot on which the sign is located or to be located, or of the land immediately adjacent to the lot, impairs the visibility of the sign such that it cannot be seen;
 2. The applicant would be deprived of rights that are commonly enjoyed by others similarly situated;
 3. Granting the variance would not confer on the applicant any significant privileges which are denied to others similarly situated;
 4. The exceptional circumstances are not the result of action by the applicant;
 5. The requested variance is the minimum variance necessary to allow the applicant to enjoy the rights commonly enjoyed by others similarly situated;
 6. Granting of the variance would not violate more than one standard of this Ordinance; and
 7. Granting the variance would not result in allowing a sign that interferes with road or highway visibility or obstruct or otherwise interfere with the safe and orderly movement of traffic.

Notwithstanding the foregoing, no variance shall be granted for any sign that is a prohibited sign under Subsection 2.6.8.

(Ord. No. 720 , § 2(Exh. A), 2-22-2016)

2.6.6 Non-conforming signs.

It is the policy of the City to encourage that all signs within the City be brought into compliance with the terms and requirements of this Ordinance.

- A. The City finds that non-conforming signs may adversely affect the public health, safety and welfare. Such signs adversely affect the aesthetic characteristics of the city and may adversely affect public safety due to the visual impact of said signs on motorists and the structural characteristics of said signs. Accordingly, the following registration requirements are found to be necessary in order to minimize

these possible adverse effects through annual inspections and maintenance and allow the City to remain cognizant of the locations and maintenance of said signs.

- B. The owner(s) or authorized agent(s) of each non-conforming sign located within the City shall register said non-conforming sign with the Director no later than 90 days after the effective date of this Ordinance and shall renew this registration annually thereafter. Any non-conforming sign that does not comply with the registration requirements herein shall be deemed to be an illegal sign and shall be subject to the regulations applicable to illegal signs and all other enforcement provisions of this Ordinance. The Director shall promulgate a form for the registration of non-conforming signs and shall annually inspect said signs to assure that they continue in all other respects in conformity with all other provisions of this Ordinance and any other applicable ordinance or regulation of the City.
- C. The Director may inspect existing signs in the City from time to time to determine if such signs conform to the provisions of this Ordinance.
- D. Any non-conforming sign which is not used or leased for a continuous period of 1 year shall not be reused for sign purposes unless and until it fully conforms with the terms and requirements of this Ordinance.
- E. No change in shape, size or design, shall be permitted except to make a non-conforming sign comply with all requirements of this Ordinance.
- F. A non-conforming sign may not be replaced by another non-conforming sign.

(Ord. No. 720 , § 2(Exh. A), 2-22-2016)

2.6.7 Exemptions from permit requirements.

The following signs shall be exempt from the permit requirements of Section 2.6.4, provided all standards set forth in this Ordinance are met, including, but not limited to, the standards set forth below:

- A. Standard informational signs.
- B. Address numerals, not exceeding six (6) inches in height in residential districts and twelve (12) inches in height in non-residential districts, for the sole purpose of displaying street numbers as may be required by other ordinances and other signs required by law.
- C. Flags provided that the height of a flag pole shall not exceed the allowed height provided for a structure or a building in the applicable zoning district, or sixty (60) ft., whichever is less, and in residential districts shall not exceed twenty-five (25) ft. in height or the height of the primary structure on the lot, whichever is less. In addition, the maximum dimensions of any flag shall be proportional to the flag pole height and the hoist side of the flag shall not exceed twenty percent (20%) of the vertical height of the flag pole. Each lot shall be allowed a maximum of three (3) flag poles unless a special land use permit or variance is obtained. A maximum of 2 flags per pole is allowed.
- D. Non-governmental traffic control devices in or adjacent to internal parking areas and driveways in private developments, located so as not to interfere with, or detract from, official traffic control devices, and which conform to MUTCD (current edition) standards, including, but not limited to, standards regarding size, height, design and location.
- E. Window signs meeting the standards of this Ordinance.
- F. Legally authorized public notices when posted by a government officer in the performance of his or her duties.

(Ord. No. 720 , § 2(Exh. A), 2-22-2016)

2.6.8 Prohibited signs and devices.

Except as otherwise provided, the following types of signs or attention-getting devices are prohibited in all zoning districts of the City:

1. Balloons, pennants, streamers, feather signs, air or gas filled figures, or similar attention-getting devices or wind-activated devices, excluding flags.
2. Swinging signs.
3. Rotating signs.
4. Animated signs, flashing signs, and intensely lighted signs.
5. Beacons, search lights or laser lights or images.
6. Variable message boards used for purposes other than traffic management.
7. Signs which purport to be, or are an imitation of, or resemble an official traffic sign or signal.
8. Window signs which, in aggregate, exceed 20% of the window area or otherwise fail to meet the standards of this Ordinance.
9. A-frame signs, sandwich board, sidewalk or curb signs are prohibited except when placed within 5 ft. of the front door of a building.
10. Signs painted on or attached to utility poles, trees, rocks or other similar objects, except signs lawfully placed on utility poles by a government, public authority or public utility.
11. Signs which obstruct a fire escape, required exit, window or door opening used as a means of ingress or egress, or which interfere with any opening required for ventilation, or which violate any code of the City, including the Life Safety Code and the Fire Prevention Code.
12. Signs occupying a parking space required under the minimum parking requirements of this Ordinance, other than signs designating the space as reserved for handicapped or other use.
13. Signs which do not conform to City-adopted building and electrical codes.
14. Signs which emit audible sound, odor or visible matter.
15. Portable signs.
16. [Reserved].
17. [Reserved].
18. Signs attached to any street signs or traffic control devices, or to any pole supporting same, or any sign attached to any utility pole, other than those signs lawfully placed by a government, public agency, or public utility.
19. Signs projected on a building.
20. Signs in a public right-of-way other than publicly owned or maintained signs.
21. Signs which are in violation of the rules and regulations of any zoning overlay district presently existing or as may later be enacted.
22. Signs located on any substandard lot.
23. Abandoned signs.
24. Any sign that is structurally unsound, or is a hazard to traffic or pedestrians.

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25. Dilapidated or neglected signs. A sign (including sign structure) will be dilapidated or neglected if it does not present a neat and orderly appearance, which may be manifested by the following: rust or holes on or in the sign or sign structure, or broken, missing, loose or bent parts, faded or flaking paint, non-operative or partially non-operative illuminating or mechanical devices or missing letters in sign copy.
 26. Signs exceeding 156 sq. ft. in copy area if located on a commercial building, signs exceeding 240 sq. ft. in copy area if located on an industrial or office park building and/or signs and sign structures in excess of 10 ft. in height (measured from the ground to the highest point of the structure).
 27. Signs in any area designated as an undisturbed buffer pursuant to a federal, state or local law, a condition of zoning, or approved plat.
 28. Internally illuminated window signs, including neon or LED signs (except as otherwise permitted herein). Additionally, LED, string or similar lighting outlining the windows, doors or other similar building features shall be prohibited.

29. Cabinet signs in the Downtown Overlay.

30. Face illuminated channel letter signs in the Downtown Overlay.

(Ord. No. 720 , § 2(Exh. A), 2-22-2016; Ord. No. 736 , § 1, 3-20-2017; Ord. No. 805 , § 1(Exh. A), 8-10-2020)

2.6.9 Remedies.

In case any sign covered by this Ordinance is or is proposed to be erected, constructed, altered, converted or used in violation of any provision of this Ordinance, the Director may, in addition to other remedies, and after due notice to the appropriate person(s), issue a citation for violation of this Ordinance requiring the presence of the violator in the municipal court or the Alpharetta Code Enforcement Board, or institute injunctive or other appropriate legal or administrative proceedings to prevent such unlawful erection, construction, alteration, conversion or use or to correct or abate such violation.

(Ord. No. 720 , § 2(Exh. A), 2-22-2016)

2.6.10 Severability.

In the event that any section, subsection, sentence or work of this Ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining provisions of this Ordinance, which shall remain in full force and effect as if such portion so declared or adjudged unconstitutional were not originally part of this Ordinance, even if the surviving parts of this Ordinance result in greater restrictions after any unconstitutional provisions are stricken. The Mayor and Council declare that they would have enacted the remaining parts of this Ordinance if they had known such portions thereof would be declared or adjudged unconstitutional or invalid. The Mayor and Council declare their intent that should this Ordinance be declared invalid, in whole or in part, signs are to continue to be subject to regulations applicable to "structures" contained in other city ordinances, including other sections of this Code.

(Ord. No. 720 , § 2(Exh. A), 2-22-2016)

2.6.11 General provisions.

Except as otherwise provided in this Ordinance, the following general regulations apply to all zoning districts in the City:

A. MAINTENANCE AND APPEARANCE OF SIGNS.

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1. All signs shall be maintained in good condition and present a neat and orderly appearance. Any sign showing gross neglect, or which becomes dilapidated, or which is surrounded by an unmaintained ground area, or due to its condition which may pose a threat to the safety of the public may be required to be repaired or removed as set forth below.
 2. The Director, upon finding any of the above conditions, will give the owner written notice which may be up to 10 days to correct the deficiencies or to remove the sign or signs. If the owner refuses to correct the deficiencies or remove the sign, the Director may issue a citation under the enforcement provisions of this Ordinance.
- B. ILLUMINATION OF SIGNS.
1. The light from any illuminated sign shall not be of an intensity or brightness which will interfere with the peace, comfort, convenience, and general welfare of residents or occupants of adjacent properties.
 2. No sign shall have blinking, flashing, or fluctuating lights or other illuminating devices which have a changing light intensity, brightness or color.
 3. No color lights shall be used at any location or in any manner so as to be confused with or construed as traffic control devices.
 4. Neither direct nor reflected light from primary light sources shall create a hazard to operators of motor vehicles.
 5. Lighting for free-standing signs shall be located above the sign and aimed downward in order to minimize the brightness added to the night sky.
- C. MEASUREMENT OF SIGN AREA.
1. *Generally.* Except as otherwise provided herein, the area of a sign shall be computed as the area within the smallest rectangle enclosing the limits of a sign face, together with any sign face cabinet, frame, material, texture, or color forming an integral part of the sign face used to differentiate the sign face from the structure upon which it is placed. The computation of the area of a sign face shall not include the structure, supports, or uprights on which the sign face is placed or any portions of a sign structure that are not intended to contain any copy or serve background, but rather are purely structural or architectural in nature, except as provided above.
 2. *Double-Faced Signs.* For double-faced signs, when the sign face surfaces are parallel and are back to back, or where the interior angle formed by the faces is sixty (60) degrees or less, the area of the sign shall be taken as the areas on the largest side. For all other multi-faced signs, the area of the sign shall be the total area on all sides that can be viewed from any angle.
 3. *Monument Signs.*
 - a. *Area of Sign.* For monument signs, the "sign area" or "area of the sign" shall mean the total area of the visible surface of the sign, including the base, sign structure, and sign face of the sign. The computation of the sign area of a monument sign shall include the entire surface of the base, sign structure and sign face, as measured from top to bottom and side to side. For monument signs that are double-faced, when the sign face surfaces are parallel and are back to back, or where the interior angle formed by the faces is sixty (60) degrees or less, the area of the sign shall be taken as the areas on the largest side.
 - b. *Sign Face.* For monument signs, the area of the sign face shall be measured in the same manner as provided for the measurement of the area of sign for all other signs.
 - c. *Copy Area.* For monument signs, the copy area shall be measured in the manner provided in the definition of "copy area."

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- d. *Tenant Panels and Changeable Copy Board.* If a portion of a monument sign includes a sign face with tenant panels or changeable copy board, which is separated from another copy area on the sign by portions of a sign structure that are not intended to contain any copy, but rather are purely structural or architectural in nature, the portion of the sign containing tenant panels or changeable copy board shall be measured separately from the other copy area of the sign (i.e., the copy area of the monument sign is the total of (i) the area within the smallest rectangle enclosing the limits of the sign face comprised of tenant panels or changeable copy and (ii) the other (separated) copy area.

D. STANDARDS FOR MONUMENT SIGNS.

1. The base of a monument sign shall be at least as wide as the sign face. Unless otherwise specified in a Master Sign Plan or a condition of zoning approval, the base and structure of a monument sign shall be constructed of brick, stone, or other architectural materials matching the principal building's materials and color. Any poles or columns utilized for structural purposes shall be fabricated or covered so that they may not be detected visually. Foundations shall be designed to carry weight and wind load of the sign, in soil which it is placed.
2. Any tenant panels or changeable copy on a monument sign shall have a uniform background color and material.
3. All monument signs shall display the property address in numbers at least six (6) inches in height. The numerical address shall not be considered part of the sign face and shall not count against the allowable sign square footage provided such numbers are not more than twelve (12) inches in height.
4. Except for subdivision signs, monument signs may not be constructed before the principal building is on a lot.

E. BANNERS. Banners require a permit and are permitted in all zoning districts pursuant to the following standards:

1. Banners shall be permitted for either one (1) fourteen (14) day period per calendar year per lot or two (2) seven (7) day periods per calendar year per lot. An individual banner permit may be divided into two (2) non-consecutive seven (7) day periods provided the dates are stated on the permit. However, in the case of lots which contain a shopping center (or strip shopping center) with multiple tenant spaces, each tenant space shall be allowed to erect or place a banner for either one (1) fourteen (14) day period per calendar year or two (2) seven (7) day periods per calendar year.
2. In addition to the foregoing, banners shall be allowed on private property during an approved temporary use, as defined in Section 2.3.2 of the U.D.C., for the approved period of such temporary use, but not to exceed forty-five (45) days; provided, however, the placement of banners on lots during approved temporary uses shall not be permitted more than two (2) times per calendar year per lot. Any such banners shall be removed upon termination of the temporary use or within forty-five (45) days from the date it is first placed on the lot, whichever is first to occur. Upon removal, no banner shall be placed on the same lot for a period of sixty (60) days.
3. Banners shall not exceed 24 sq. ft. total area in size.
4. Banners must either be free-standing or mounted to the wall of a tenant space or the lot's existing monument sign. If free-standing, the height of the banner shall not exceed five (5) [feet] above grade. If mounted to the wall of a tenant space, the width of the banner shall not exceed tenant frontage and shall not extend above the horizontal plane of the roof where the building wall and roof meet. If mounted to the lot's existing monument sign, the banner shall not extend beyond the sign face of the monument sign.

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5. Banners shall be erected with supports or other means so that they do not sag or become dilapidated.
 - F. **PLACEMENT OF SIGNS.** Except within the Central Business District, all free-standing signs must be set back at least ten (10) ft. from the public right-of-way. Within the Central Business District, all free standing signs must be set back at least five (5) feet from the public right-of-way.
 - G. **CHANGEABLE COPY.** Any monument sign permitted under this Ordinance may contain up to sixty-five percent (65%) changeable copy if the sign is located on a lot zoned and used (as its principal existing use) for an institutional, public or semi-public use and which includes an indoor public assembly place accommodating one hundred (100) or more persons.

(Ord. No. 720 , § 2(Exh. A), 2-22-2016)

2.6.12 Requirements for non-residential zoning districts.

- A. *Signs Permitted in Strip Shopping Centers (less than 50,000 sq. ft. enclosed leasable space).*
 1. *Primary Free-standing Sign (Monument Sign).* One (1) primary monument sign no greater than ten (10) ft. in height with no more than forty-two (42) sq. ft. of copy area shall be permitted in a strip shopping center. The monument sign may have up to four (4) tenant panels, which shall be calculated as part of the copy area. This sign shall be set back 20 ft. from the public right-of-way.
 2. *Wall Signs.* One wall sign per road frontage for each tenant space no greater than one (1) sq. ft. of sign area per one (1) in. ft. of tenant space frontage shall be permitted; provided, however, no more than two (2) wall signs shall be allowed for a tenant space (i.e. Corner tenants within strip shopping centers may have a wall sign on the end of the building in addition to the wall sign on the front of the building for a maximum of two (2) wall signs). Up to 50% of unused tenant sign area for wall and perpendicular signs shall be permitted to be aggregated and distributed to a particular building elevation; provided, however, no more than two (2) wall sign and one (1) perpendicular sign (not greater than 8 square feet) shall be allowed on the same building elevation and additional signs shall not be internally-illuminated.
 3. *Rear Entrance Sign.*
 - a. **Applicability.** Businesses located within the first two floors of a building that backs onto a parking lot, alley, park or other public space may have an additional wall sign.
 - b. **Location.** Rear entrance signs shall be located near the tenant space's rear door facing the parking lot, alley, park or other public space and placed within general proximity of the associated business.
 - c. **Size.** The area of rear entrance signs shall not exceed 50% of the front facing sign area allowed for the same tenant.
 4. *Window Signs.* Window signs, as defined in this Ordinance, are permitted for each tenant space in a shopping center. The aggregate copy area of such signs, however, shall not exceed a maximum of twenty percent (20%) of the total window area of the subject tenant space. One (1) illuminated window sign is permitted for each tenant space provided that such sign does exceed a maximum of four (4) sq. ft. in area. Illuminated window signs shall be included in the maximum aggregate window sign area calculation. Any illuminated window sign shall be constant in its light emission, shall not be animated, and shall not be so large or of character to obscure vision into the premises from the outside. Window signs shall not require a permit from the Director. However, each tenant shall immediately remove any window sign upon receipt of written notification from the Director stating that such window sign obscures the vision of police or other security or safety personnel into the premises in a manner that endangers public safety.

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5. *Under-Canopy Sign.* One (1) under-canopy sign is permitted for each tenant space within a strip shopping center, which shall not exceed 8 sq. ft. in area.
 6. *Sign During Construction.* One (1) temporary free-standing sign per strip shopping center project shall be permitted during the construction of the strip shopping center or the principal building of any outparcel. Such sign shall be allowed upon the commencement of construction for which a land disturbance permit has been issued, and terminating upon the issuance of a certificate of occupancy, installation of a permanent sign, or expiration/termination of the land development permit, whichever is first to occur. The sign shall not exceed ten (10) ft. in height, thirty-two (32) sq. ft. in area, and must be set back ten (10) ft. from the public right-of-way (five (5) ft. in the Central Business District). Further, the location of the sign be confined to the site of construction, and only one (1) such sign may be permitted per project.
 7. *Standard Informational Signs.* Standard informational signs, as defined in this Section, shall be permitted for each lot. Standard informational signs do not require a permit from the Director.
- B. *Signs Permitted in Shopping Centers (more than 50,000 sq. ft. enclosed leasable space).*
1. *Primary Free-standing Signs (Monument Signs).*

- a. The maximum number of primary monument signs permitted in a shopping center is as follows:

Size of Center (enclosed leasable space)	Total Number of Signs
50,000 sq. ft. to 150,000 sq. ft.	2
Over 150,000 sq. ft. to 200,000 sq. ft.	3
Over 200,000 sq. ft.	4

- b. The monument sign may have up to four (4) tenant panels, which shall be calculated as part of the copy area.
- c. No such sign shall be located within twenty (20) ft. of the public right-of-way of the street which affords the principal means of access to the shopping center. The sight distance of each sign shall conform to City standards, and evidence of conformity shall be provided to the Director.
- d. The maximum height of any such sign shall be ten (10) ft. and the maximum area permitted for any such sign is as follows:

Height	Area of Sign	Copy Area
10 feet or less	420 sq. ft.	78 sq. ft.

- e. Reserved.
 - f. The name and street number of the shopping center may be set forth on the monument sign. The calculation of the permitted copy area shall not include the street number.
 - g. Reserved.
 - h. In addition to the monument signs permitted above, one (1) monument sign not exceeding 10 ft. in height and 32 sq. ft. in copy area is permitted for each out-parcel; provided, however, if the out-parcel is a corner lot, one (1) sign for each street frontage is permitted.
2. *Canopy Signs and Wall Signs.*
 - a. One canopy sign or wall sign is permitted for each tenant space in the shopping center.

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- b. No wall sign or canopy sign shall be located so that any part of the sign or its support extends above the top of the wall or canopy, and no copy shall be located within five (5) in. of the top of the sign.
 - c. The area of a wall sign or canopy sign shall not exceed one (1) sq. ft. for each linear foot of tenant space frontage.
 - d. Up to 50% of unused tenant sign area for wall and perpendicular signs shall be permitted to be aggregated and distributed to a particular building elevation; provided, however, no more than two (2) wall signs and one (1) perpendicular sign (not greater than 8 square feet) shall be allowed on the same building elevation and additional signs shall not be internally-illuminated.
3. *Under-Canopy Signs.*
- a. One (1) under-canopy sign is permitted for each tenant space within a shopping center.
 - b. Under-canopy signs shall extend perpendicular to the wall of the tenant space, shall not exceed 8 sq. ft. in area, and shall be attached at a uniform height sufficient to assure the safety of pedestrians. Under-canopy signs shall match the wall or canopy signage for the subject tenant space unless otherwise approved by the Director.
4. *Rear Entrance Sign.*
- a. Applicability. Businesses located within the first two floors of a building that backs onto a parking lot, alley, park or other public space may have an additional wall sign.
 - b. Location. Rear entrance signs shall be located near the tenant space's rear door facing the parking lot, alley, park or other public space and placed within general proximity of the associated business.
 - c. Size. The area of rear entrance signs shall not exceed 50% of the front facing sign area allowed for the same tenant.
5. *Signs During Construction.*
- a. One (1) temporary free-standing sign per shopping center project shall be permitted during the construction of the shopping center or the principal building of any outparcel. Such sign shall be allowed upon the commencement of construction for which a land disturbance permit has been issued, and terminating upon the issuance of a certificate of occupancy, the installation of a permanent sign, or the expiration/termination of the land development permit, whichever is first to occur.
 - b. The size of the sign shall not exceed thirty-two square feet (32 sq. ft.) in area and the height of such sign shall not exceed ten feet (10 ft.). Further, the location of the sign shall be confined to the site of construction, and only one (1) such sign may be permitted per project.
7. *Window Signs.*
- a. Window signs, as defined in this Ordinance, are permitted for each tenant space in a shopping center. The aggregate copy area of such signs, however, shall not exceed a maximum of twenty percent (20%) of the total window area of the subject tenant space.
 - b. One (1) illuminated window sign is permitted for each tenant space provided that such sign does not exceed four (4) sq. ft. in area. Illuminated window signs shall be included in the maximum aggregate window sign area calculation. Any illuminated window sign shall be constant in its light emission, shall not be animated, and shall not be so large or of a character to obscure vision into the premises from the outside.

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- c. Window signs shall not require a permit from the Director. However, each tenant shall immediately remove any window sign upon receipt of written notification from the Director stating that such window sign obscures the vision of police or other security or safety personnel into the premises in such a manner that endangers public safety.
- 8. *Reserved.*
 - 9. *Signs Permitted for Cinema Complexes.*
 - a. In addition to the primary monument signs permitted for the shopping center, one (1) monument sign, which may include changeable copy board, shall be permitted for a lot containing a cinema complex; provided, however, if the cinema complex is located on an outparcel, any cinema monument signs erected shall be in lieu of the monument sign that is otherwise permitted for the outparcel pursuant to this subsection. If the cinema complex is on a corner lot, one (1) cinema monument sign for each street frontage is permitted.
 - b. The changeable copy board shall be constructed in such a fashion to prevent wind, rain or other elements from altering the position of the copy.
 - c. The height of a monument sign for a cinema complex shall not exceed ten (10) ft.
 - d. *Reserved.*
 - e. The copy area of a monument sign for a cinema complex shall not exceed one-hundred-and-twenty (120) sq. ft.
 - f. One (1) wall sign, which may include changeable copy board, or canopy sign shall be permitted for a cinema complex; provided, however, if theaters are contained within separate buildings then one such sign shall be permitted for each building. Signage for each building shall be treated as a separate sign. The aggregate area of wall signs or canopy signs for a cinema complex shall not exceed 1 sq. ft. for each linear foot of building frontage.
 - g. No wall sign or canopy sign shall be located so that any part of the sign or its support extends above the top of the wall or canopy, and no copy shall be located within five (5) in. of the top of the sign. The provisions of this subsection pertaining to signage in cinema complexes shall also apply to cinemas not located within a shopping center.
 - 10. *Entry Wall Signs.* A sign of up to three (3) sq. ft. is permitted on the wall above or adjacent to the entry of a tenant space located in a building without a common front entry.
 - 11. *Standard Informational Signs.* Standard informational signs, as defined in this Section, shall be permitted for each lot. Standard informational signs do not require a permit from the Director.
- C. *Signs Permitted in Industrial and Office Parks.*
- 1. *Free-Standing Signs.*
 - a. *Primary Free-Standing (Monument) Signs.* A maximum of two (2) primary monument signs are permitted in an industrial or office park. No primary monument sign shall exceed 10 ft. in height. A changeable copy board is not permitted on an industrial or office park sign. No primary monument sign shall be located within 20 ft. of the public right-of-way of the street which affords the principal means of access to the industrial or office park. The permitted area for primary free-standing signs is as follows:

Frontage	Area	Copy Area
Up to 500 feet	75 square feet	60 sq. ft.
501 and more feet	100 square feet	75 sq. ft.

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- b. **Secondary Free-Standing (Monument) Signs.** One secondary monument sign shall be permitted for each building in the industrial or office park, not to exceed 32 sq. ft. in area. The height of a secondary monument sign shall not exceed 10 ft.
 - 2. **Wall Signs.** Buildings of two (2) stories or greater may have a wall sign located at the top of the building. The maximum area of such sign shall not exceed 20 sq. ft. per floor or story above road grade, not to exceed 240 sq. ft. Wall signs shall not be internally illuminated. In lieu of a wall sign, up to 50% of the wall sign area allowance may be used for a blade sign.
 - 3. **Door or Wall Sign.** One (1) sign of up to three square feet (3 sq. ft.) is permitted for each tenant space within a building. Such signs shall be located on the door of the suite, or on a wall immediately adjacent to the door of the suite for business establishments located in a building without a common front entry.
 - 4. **Directory Signs.** Directory signs are permitted in industrial or office parks. Each exterior directory sign shall be a monument sign. Height of a directory sign shall not exceed ten feet (10 ft.).
 - 5. **Reserved.**
 - 6. **Rear, Secondary or Delivery Entrance Signs.** Rear, secondary or delivery entrance signs are permitted at appropriate locations within an industrial or office park. All such signs shall be free-standing and shall not exceed eight square feet (8 sq. ft.) in size and ten feet (10 ft.) in height.
 - 7. **Signs During Construction.** One (1) temporary free-standing sign for each subdivided tract within an industrial or office park is permitted during construction. Such sign shall be allowed upon the commencement of construction for which a land disturbance permit has been issued, and terminating upon the issuance of a certificate of occupancy, the installation of a permanent sign, or the expiration/termination of the land development permit, whichever is first to occur.

The size of such sign shall not exceed thirty-two square feet (32 sq. ft.) and the maximum height of such sign shall be ten feet (10 ft.). Further, the location of the sign shall be confined to the site of construction.
 - 8. **Standard Informational Signs.** Standard informational signs, as defined in this Section, shall be permitted for each lot. Standard informational signs do not require a permit from the Director.
- D. **Signs Permitted for Convenience Centers with Gasoline Pumps.**
- 1. One monument sign per road frontage not to exceed ten feet (10 ft.) in height and thirty-two square feet (32 sq. ft.) in area. The monument sign may include changeable copy board, not to exceed four (4) square feet in area, which shall be calculated as part of the copy area no digital copy is allowed.
 - 2. Wall signage for convenience store and accessory buildings shall not exceed an aggregate area of eighty square feet (80 sq. ft.).
 - 3. One canopy sign per road frontage not to exceed twenty square feet (20 sq. ft.) per sign.
 - 4. Signs on pumps shall not exceed three square feet (3 sq. ft.) per pump.
 - 5. Window signs, as defined in this Ordinance, are permitted. The aggregate copy area of such signs, however, shall not exceed a maximum of twenty percent (20%) of the total window area of the subject building or tenant space. One (1) illuminated window sign is permitted for each tenant space provided that such sign does not exceed four (4) sq. ft. in area.
 - 6. **Standard Informational Signs.** Standard informational signs, as defined in this Section, shall be permitted for each lot. Standard informational signs do not require a permit from the Director.
- E. **Signs Permitted for Free-Standing Commercial Establishments not Located within a Shopping Center, Office Park or Industrial Park.**

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1. One (1) monument sign per road frontage no greater than ten feet (10 ft.) in height with no more than thirty-two square feet (32 sq. ft.) of area. Each sign shall be set back not less than ten feet (10 ft.) from the public right-of-way, except in the Central Business District where the setback shall be not less than five feet (5 ft.) from the public right-of-way.
 2. One (1) wall sign per road frontage for each tenant space no greater than one square foot (1 sq. ft.) of area per one linear foot (1 ln. ft.) of tenant frontage; provided, however, no more than 2 wall signs shall be allowed for a tenant space.
 3. One (1) rear door sign not to exceed three square feet (3 sq. ft.) in area.
 4. Window signs not exceeding twenty percent (20%) of the glass area.
 5. One (1) sign no greater than three square feet (3 sq. ft.) located on the front door or on a wall immediately adjacent to the front door.
 6. Buildings of two (2) stories or greater may have a wall sign located at the top of the building and is not greater than 20 sq. ft. per story (of building), in area.
 7. One (1) temporary free-standing sign shall be permitted during the construction of the principal building for the lot. Such sign shall be allowed upon the commencement of construction for which a land disturbance or building permit has been issued, and terminating upon the issuance of a certificate of occupancy, the installation of a permanent sign, or the expiration/termination of the land development or building permit, whichever is first to occur. The sign shall not exceed ten feet (10 ft.) in height, thirty-two square feet (32 sq. ft.) in area, and must be set back ten feet (10 ft.) from the public right-of-way (five feet (5 ft.) in the Central Business District).
 8. Standard Informational Signs. Standard informational signs, as defined in this Section, shall be permitted for each lot. Standard informational signs do not require a permit from the Director.
- F. *Signs permitted within the Downtown Overlay and MU zoned properties.* In addition to the signs authorized under a designated category, each business in the Downtown Overlay and within MU zoned properties may utilize the following additional signage:
1. Each located on the ground floor of a building shall be permitted one (1) perpendicular sign which shall not exceed eight (8) square feet in size and shall be placed at least eight (8) feet, but no more than twelve (12) feet above sidewalk. In order to foster originality, the shape of the sign may not incorporate more than one set of parallel edges and words may only comprise up to 50% of the sign face area. The remaining sign face area must incorporate some form of graphic design. In addition, signs must be mounted on decorative black brackets.
 2. Businesses located within the first two floors of a building that backs onto a parking lot, alley, park or other public space may have an additional wall sign up to twenty-four (24) square feet in size. This additional wall sign shall be located on the back of the building facing the parking lot, alley, park or other public space and placed within general proximity of the associated business.

G. *Signs permitted within the Downtown Overlay.*

1. Building Ground Signs (monument signs) within the Downtown Overlay shall not be internally illuminated. Where illumination is needed, lighting fixtures may be placed at the top of the sign and aimed downward or may be placed on the ground and aimed in such a way as to illuminate the sign without creating spillover into the night sky. Monument signs shall have a multidimensional surface and have materials that relate to the exterior of the building. Maximum height shall not exceed 6 feet.
2. If external illumination is used, lighting fixture shall be minimized or obscured from public view unless it is part of the overall architectural design of the building.

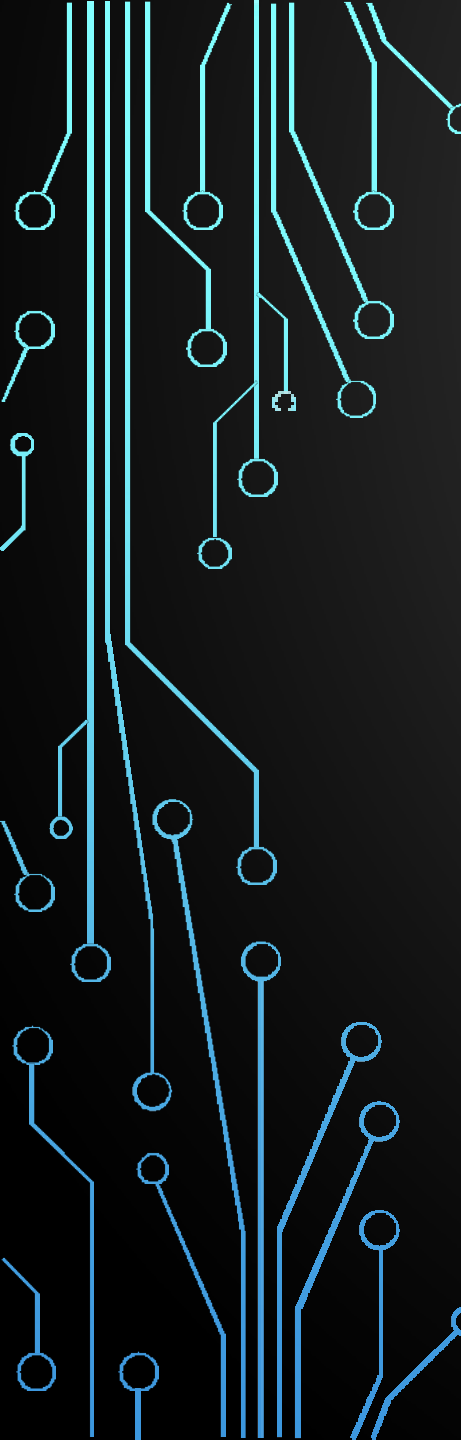
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3. If reverse or halo illuminated letters/logo are used, a minimum of one-inch (1") and maximum of three-inch (3") return depth shall be required. No more than a two-inch (2") standoff from the wall shall be allowed. The illumination color shall relate to the interior lighting of the building on which the sign is attached. Halo lighting shall be in the color range of 2k - 5k, except that other colors shall require evidence related to the architecture of the building.
 4. Routed or layered material signs shall have a minimum thickness of three-inches (3").
 5. Signs representing symbols related to a business shall use materials limited to wood, high density urethane, sign foam and metal.
 6. Perpendicular or hanging signs shall use wood, high density urethane, sign foam, metal, or other unique materials as determined by the Design Review Board and high design details.
 7. Window signage shall have graphics with one (1) font and one (1) color. Colors shall be limited to white, gold and frosted. Logos shall be no more than one-quarter (1/4) of the window graphic and shall be permitted to be full color. Window graphics shall be limited to one area of the window. Street numbers in the transom above a door shall not count against the maximum allowable window signage area.

(Ord. No. 720 , § 2(Exh. A), 2-22-2016; Ord. No. 736 , § 2, 3-20-2017; Ord. No. 805 , § 1(Exh. A), 8-10-2020)

2.6.13 Requirements for residential zoning districts.

- A. *Standard Informational Signs.* Each lot located in a residential district may display standard informational signs, as defined in this Ordinance. No single sign shall exceed four feet (4 ft.) in height. No sign shall be illuminated. All signs must be set back at least ten feet (10 ft.) from the right-of-way.
- B. *Subdivision Signs.* A maximum of two (2) subdivision signs per platted residential subdivision entrance are permitted, which may be erected while the subdivision is under construction and being actively marketed 'For-Sale'.. These signs shall be single-faced, not exceed ten feet (10 ft.) in height or thirty-two square feet (32 sq. ft.) in area, and be set back at least ten feet (10 ft.) from the right-of-way. Subdivision signs shall not be included in the calculation of aggregate sign area for any lot. A subdivision sign shall not be internally illuminated.
- C. *'For-Rent' Dwelling Developments.* One (1) monument sign shall be permitted for a planned 'for-rent' dwelling development. Such sign shall not exceed ten feet (10 ft.) in height or thirty-two square feet (32 sq. ft.) in area, and be set back at least ten feet (10 ft.) from the right-of-way. The sign shall not be internally illuminated.
- D. *CUP Districts.* Within CUP zoning districts, 'For-Rent' dwelling developments shall also be permitted one permanent, free-standing, directional sign. Such sign shall be a monument sign and shall match the appearance of the primary sign on the site, be setback at least ten feet (10 ft.) from the public right-of-way, and shall be no greater than thirty-two square feet (32 sq. ft.) in area.

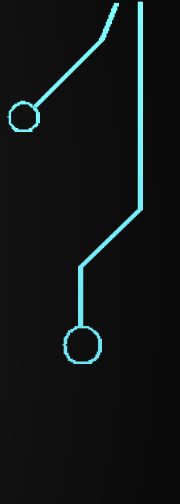
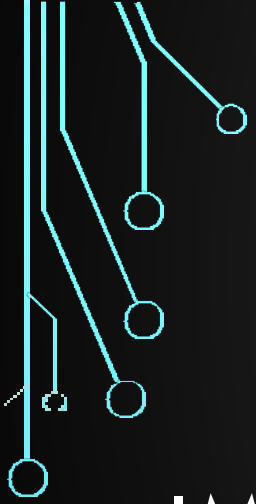
(Ord. No. 720 , § 2(Exh. A), 2-22-2016)



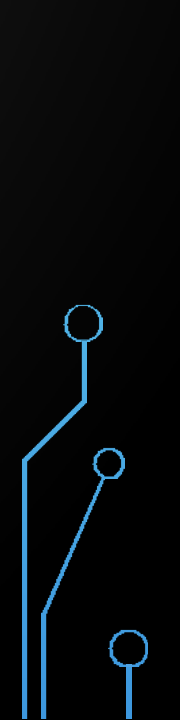
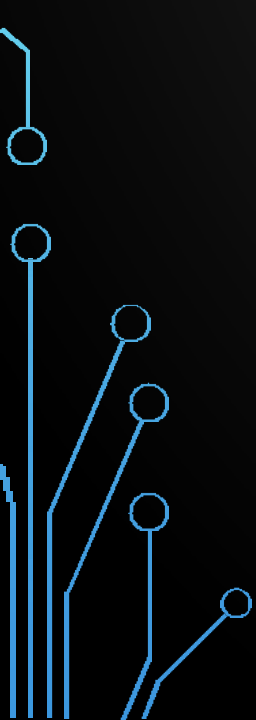
DOWNTOWN SIGN ORDINANCE CHANGES AND RESEARCH

2021 COMMITTEE MEMBERS

- HOLLY PALMER-DRB MEMBER
- KATIE ROCCO – DRB MEMBER
- PAT CORKILL – DRB MEMBER
- ROGER BROWN – DRB MEMBER
- PATTI HUXFORD – SIGN COMPANY
OWNER MANUFACTURER 25+ YEARS
- CLINT MOSELEY – SIGN COMPANY
OWNER MANUFACTURER 20+ YEARS



IMPORTANCE OF GOOD SIGNAGE



- Signs were an important aspect of 19th and early 20th century storefronts and today play an important role in defining the character of a business district. In examining historic streetscape photographs, one is struck by the number of signs—in windows, over doors, painted on exterior walls, and hanging over (and sometimes across) the street. While this confusion was part of the character of 19th century cities and towns, today's approach toward signs in historic districts tends to be much more conservative. Removal of some signs can have a dramatic effect in improving the visual appearance of a building; these include modern backlit fluorescent signs, large applied signs with distinctive corporate logos, and those signs attached to a building in such a way as to obscure significant architectural detailing. For this reason, their removal is encouraged in the process of rehabilitation. If new signs are designed, they should be of a size and style compatible with the historic building and should not cover or obscure significant architectural detailing or features. For many 19th century buildings, it was common to mount signs on the lintel above the first story. Another common approach, especially at the turn of the century, was to paint signs directly on the inside of the display windows. Frequently this was done in gold leaf. New hanging signs may be appropriate for historic commercial buildings, if they are of a scale and design compatible with the historic buildings. Retention of signs and advertising painted on historic walls, if of historic or artistic interest (especially where they provide evidence of early or original occupants), is encouraged.

Cabinet signs whether they are a formed (cloud) box or regular shape are prohibited from the DTO(Downtown Overlay)



No face illuminated signs are permitted in the DTO.
Signs may be illuminated in several other ways

- ✓ Halo
- ✓ Indirect
- ✓ Reverse Illumination
- ✓ Exterior mounted fixture

If a fixture is used, every attempt should be made to minimize the visual impact of the fixture itself unless it is part of the overall architectural design of the building



When reverse or halo illuminated letters/logo is chosen a minimum of 1" and maximum of 3" return depth is required

No more than a 2" standoff from the wall is allowed with 1.5" being preferred

The color for the illumination should relate to the interior lighting of the building



All halo lighting should must be in the color range of 2k-5k

Other colors could be approved if good evidence exists architecturally





LAYERED MATERIALS AND
ROUTED WITH A MINIMUM
3" THICK OVERALL



THE USE OF SYMBOLS RELATED TO
THE BUSINESS ARE ENCOURAGED.
MATERIALS ARE LIMITED TO:
WOOD, HDU (HIGH DENSITY URETHANE)
SIGN FOAM, METAL



Hanging or perpendicular signs must use unique materials and high design details



WINDOW GRAPHICS:

GRAPHICS SHOULD BE SIMPLE IN NATURE WITH 1 FONT AND 1 COLOR. WHITE, GOLD AND FROSTED ARE THE PREFERRED COLORS. LOGOS SHOULD BE MINIMAL AND CAN BE FULL COLOR.

CODE:

20% OF THE WINDOW AREA OF EACH WINDOW IS THE ALLOWABLE SPACE FOR WINDOW GRAPHICS. UNLESS THE TRANSOM ABOVE A DOOR IS USED FOR THE STREET NUMBER.

WINDOW GRAPHICS SHOULD BE IN ONE AREA OF THE WINDOW AND NOT SPREAD AROUND THE WINDOW ITSELF.





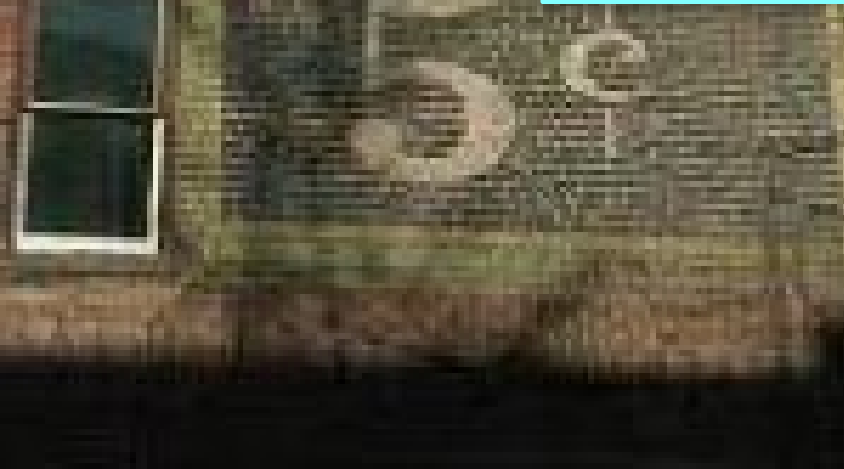
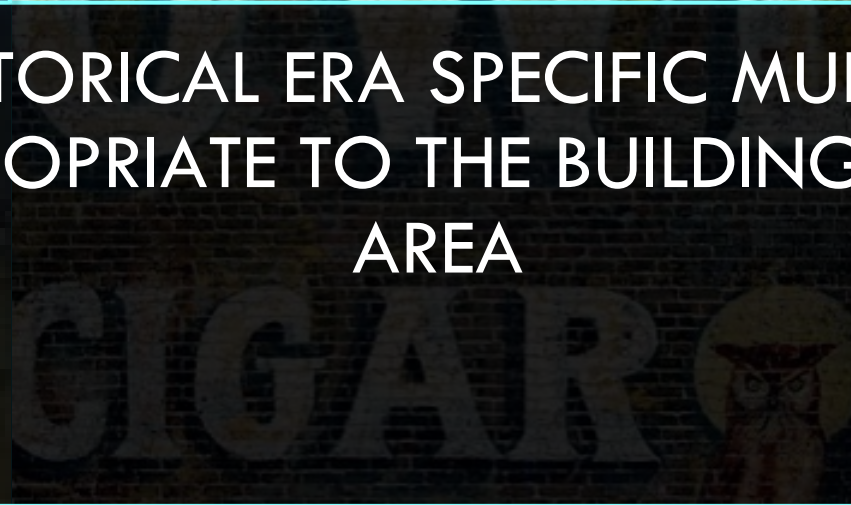
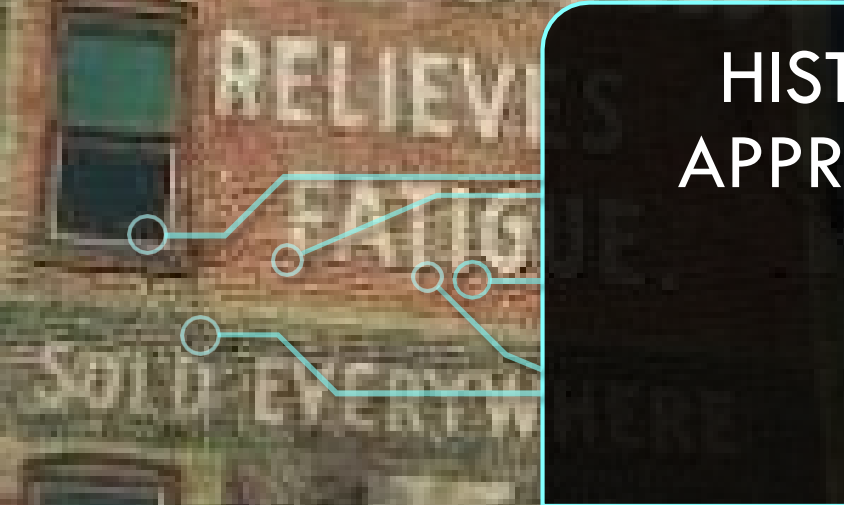
MONUMENT SIGNS MUST INCLUDE MULTIPLE LAYERS AND MATERIALS THAT RELATE TO THE DESIGN AND USE OF THE BUSINESS



CUSTOM
GABION
DESIGN



HISTORICAL ERA SPECIFIC MURALS
APPROPRIATE TO THE BUILDING AND
AREA



AN ORDINANCE TO AMEND ARTICLE II OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ALPHARETTA, GEORGIA; TO ADD A DEFINITION FOR ‘CHANNEL LETTER SIGN’; TO ADD PROHIBITED SIGNS IN THE DOWNTOWN OVERLAY; TO ADD SIGN REGULATIONS FOR SIGNS PERMITTED IN THE DOWNTOWN OVERLAY; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

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

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

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

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

WHEREAS, the City Council desires to amend Article II of the Unified Development Code for the foregoing purposes; and

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

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

Section 1: Article II, Subsection 2.6.3 titled “Definitions” of the Unified Development Code is hereby amended by revising same as set forth in Exhibit “A” attached hereto as if fully set forth herein; and

Section 2: Article II, Subsection 2.6.8 titled “Prohibited signs and devices” of the Unified Development Code is hereby amended by revising same as set forth in Exhibit “B” attached hereto as if fully set forth herein; and

Section 3: Article II, Subsection 2.6.12(G) titled “Signs permitted within the Downtown Overlay” of the Unified Development Code 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 Unified Development Code of the City of Alpharetta, Georgia, as applicable. This Ordinance hereby repeals any and all conflicting ordinances and amendments.

SO ORDAINED this the _____ day of _____, 2022.

Approved:

Jim Gilvin, Mayor

Attest:

COUNCILMEMBERS

Lauren Shapiro, City Clerk
(Seal)

Approved as to Form:

City Attorney

Exhibit “A”

Channel Letter Sign. A three-dimensional, individually cut letters or figures, illuminated or non-illuminated, affixed to a structure.

Exhibit “B”

2.6.8 Prohibited signs and devices.

Except as otherwise provided, the following types of signs or attention-getting devices are prohibited in all zoning districts of the City:

1. Balloons, pennants, streamers, feather signs, air or gas filled figures, or similar attention-getting devices or wind-activated devices, excluding flags.
2. Swinging signs.
3. Rotating signs.
4. Animated signs, flashing signs, and intensely lighted signs.
5. Beacons, search lights or laser lights or images.
6. Variable message boards used for purposes other than traffic management.
7. Signs which purport to be, or are an imitation of, or resemble an official traffic sign or signal.
8. Window signs which, in aggregate, exceed 20% of the window area or otherwise fail to meet the standards of this Ordinance.
9. A-frame signs, sandwich board, sidewalk or curb signs are prohibited except when placed within 5 ft. of the front door of a building.
10. Signs painted on or attached to utility poles, trees, rocks or other similar objects, except signs lawfully placed on utility poles by a government, public authority or public utility.
11. Signs which obstruct a fire escape, required exit, window or door opening used as a means of ingress or egress, or which interfere with any opening required for ventilation, or which violate any code of the City, including the Life Safety Code and the Fire Prevention Code.
12. Signs occupying a parking space required under the minimum parking requirements of this Ordinance, other than signs designating the space as reserved for handicapped or other use.
13. Signs which do not conform to City-adopted building and electrical codes.
14. Signs which emit audible sound, odor or visible matter.
15. Portable signs.
16. [Reserved].
17. [Reserved].
18. Signs attached to any street signs or traffic control devices, or to any pole supporting same, or any sign attached to any utility pole, other than those signs lawfully placed by a government, public agency, or public utility.
19. Signs projected on a building.
20. Signs in a public right-of-way other than publicly owned or maintained signs.
21. Signs which are in violation of the rules and regulations of any zoning overlay district presently existing or as may later be enacted.
22. Signs located on any substandard lot.
23. Abandoned signs.
24. Any sign that is structurally unsound, or is a hazard to traffic or pedestrians.
25. Dilapidated or neglected signs. A sign (including sign structure) will be dilapidated or neglected if it does not present a neat and orderly appearance, which may be manifested by the following: rust or holes on or in the sign or sign structure, or broken, missing, loose or

bent parts, faded or flaking paint, non-operative or partially non-operative illuminating or mechanical devices or missing letters in sign copy.

26. Signs exceeding 156 sq. ft. in copy area if located on a commercial building, signs exceeding 240 sq. ft. in copy area if located on an industrial or office park building and/or signs and sign structures in excess of 10 ft. in height (measured from the ground to the highest point of the structure).
27. Signs in any area designated as an undisturbed buffer pursuant to a federal, state or local law, a condition of zoning, or approved plat.
28. Internally illuminated window signs, including neon or LED signs (except as otherwise permitted herein). Additionally, LED, string or similar lighting outlining the windows, doors or other similar building features shall be prohibited.

29. Cabinet signs in the Downtown Overlay.

30. Face illuminated channel letter signs in the Downtown Overlay.

(Ord. No. 720 , § 2(Exh. A), 2-22-2016; Ord. No. 736 , § 1, 3-20-2017; Ord. No. 805 , § 1(Exh. A), 8-10-2020)

Exhibit “C”

G. Signs permitted within the Downtown Overlay.

1. Building Ground Signs (monument signs) within the Downtown Overlay shall not be internally illuminated. Where illumination is needed, lighting fixtures may be placed at the top of the sign and aimed downward or may be placed on the ground and aimed in such a way as to illuminate the sign without creating spillover into the night sky. Monument signs shall have a multidimensional surface and have materials that relate to the exterior of the building. Maximum height shall not exceed 6 feet.
2. If external illumination is used, lighting fixture shall be minimized or obscured from public view unless it is part of the overall architectural design of the building.
3. If reverse or halo illuminated letters/logo are used, a minimum of one-inch (1") and maximum of three-inch (3") return depth shall be required. No more than a two-inch (2") standoff from the wall shall be allowed. The illumination color shall relate to the interior lighting of the building on which the sign is attached. Halo lighting shall be in the color range of 2k - 5k, except that other colors shall require evidence related to the architecture of the building.
4. Routed or layered material signs shall have a minimum thickness of three-inches (3").
5. Signs representing symbols related to a business shall use materials limited to wood, high density urethane, sign foam and metal.
6. Perpendicular or hanging signs shall use wood, high density urethane, sign foam, metal, or other unique materials as determined by the Design Review Board and high design details.
7. Window signage shall have graphics with one (1) font and one (1) color. Colors shall be limited to white, gold and frosted. Logos shall be no more than one-quarter (1/4) of the window graphic and shall be permitted to be full color. Window graphics shall be limited to one area of the window. Street numbers in the transom above a door shall not count against the maximum allowable window signage area.

(Ord. No. 720 , § 2(Exh. A), 2-22-2016; Ord. No. 736 , § 2, 3-20-2017; Ord. No. 805 , § 1(Exh. A), 8-10-2020)



City Council Meeting STAFF REPORT

Submitting Department: Finance

Submitted By: Shawn Mitchell

Sponsored By:

Meeting Date: February 21, 2022

I. AGENDA ITEM TITLE: APPROVAL OF FISCAL YEAR 2022 MID-YEAR BUDGET AMENDMENT - **SECOND READING**

II. RECOMMENDATION:

The purpose of this meeting is to provide an overview of the Fiscal Year 2022 Mid-Year Budget and adopt the Budget Ordinance (First Reading).

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT.
BUDGET: NO

TOTAL PROJECT COST: VARIES BY FUND. SEE MID-YEAR
BUDGET REQUESTS (ATTACHED)

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
----------------------	---------------

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
----------------------	---------------

IV. REPORT IN BRIEF:

The purpose of the Fiscal Year (FY) 2022 Mid-Year Budget Amendment is to amend the base budget as adopted by City Council for targeted initiatives that have already occurred (e.g. during the first 7 months of the fiscal year) or are planned to occur before year-end.

Initiatives are discussed in detail within the attached FY 2022 Mid-Year Budget Requests.

V. ALTERNATIVES:

VI. ATTACHMENTS:

2022 MidYear Budget Ordinance (Resolution), 2022 MidYear Budget (Exhibit A)



AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, TO ADOPT A MID-YEAR FISCAL 2022 BUDGET FOR CERTAIN FUNDS OF THE CITY OF ALPHARETTA, GEORGIA APPROPRIATING THE AMOUNTS SHOWN IN EACH BUDGET AS EXPENDITURES, ADOPTING THE ITEM OF REVENUE ANTICIPATION, PROHIBITING EXPENDITURES TO EXCEED APPROPRIATIONS, AND PROHIBITING EXPENDITURES TO EXCEED ACTUAL FUNDING AVAILABLE.

WHEREAS, the Director of Finance has presented a proposed fiscal year 2022 mid-year budget to the City Council on certain funds of the City; and

WHEREAS, each of these proposed amendments will adjust expenditures and revenues originally appropriated in the fiscal year 2022 budget; and

WHEREAS, each of these mid-year amendments represent a balanced budget, so that anticipated revenues for each fund equal or exceed proposed expenditures;

NOW, THEREFORE BE IT ORDAINED that this mid-year budget, "Exhibit A" attached hereto and by this reference made a part hereof this ordinance shall be the City of Alpharetta's fiscal year 2022 mid-year budget for these certain funds for the fiscal year 2022; and

BE IT FURTHER ORDAINED that this mid-year budget be and is hereby approved and the revenue items shown in the budget for each fund in the amount anticipated are adopted and that the several amounts shown in the budget for each fund as proposed expenditures are hereby appropriated to the departments named in each fund; and

BE IT FURTHER ORDAINED that the expenditures shall not exceed the appropriations authorized by this mid-year budget or amendments thereto provided; and that expenditures shall not exceed actual funding available.

ADOPTED this _____ day of _____, 2022.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

COUNCILMEMBERS

(SEAL)

Attest:

City Clerk

First Reading: _____

Second Reading: _____



City of Alpharetta, Georgia
Fiscal Year 2022
Mid-Year Budget Request

The purpose of the Fiscal Year (FY) 2022 Mid-Year Budget Amendment is to amend the base budget as adopted by City Council for targeted initiatives that have already occurred (e.g., during the first seven months of the fiscal year) or are planned to occur before fiscal year-end.

General Fund

This Fund is the principal operating fund of the city and includes governmental activities such as police, fire, recreation, transportation, and other general government functions that are primarily funded with property taxes, franchise fees, state shared revenues, and charges for services such as recreation program fees. State law requires that the city's budget be balanced: revenues = expenditures.

The budgetary legal level of control resides at the department level (e.g. City Administration, Recreation, Parks and Cultural Services, etc.). That is to say, a given department has the operational flexibility to reallocate appropriations within specific line-items to achieve its mission, but cannot exceed its overall appropriation level as approved by City Council. Furthermore, the Adopted Budget approves the staffing level (i.e. authorized full-time equivalent staffing level) for each department. The FY 2022 Mid-Year Budget Amendment adjusts departmental budgets to fund/authorize the targeted initiatives discussed in detail over the following pages.

Fiscal Year 2022 Mid-Year Budget Requests

GENERAL FUND			
LEGAL LEVEL OF CONTROL			
	Fiscal Year 2022		
	Current Budget	Mid-Year Budget Amendment	Revised Budget
Revenues by Source:			
Property Taxes	\$ 25,649,642	\$ -	\$ 25,649,642
Motor Vehicle Title Fees, Delinquent Taxes, etc.	2,097,000	-	2,097,000
Local Option Sales Taxes	15,700,000	549,473	16,249,473
Other Taxes	11,077,750	-	11,077,750
Insurance Premium Taxes	4,650,000	109,402	4,759,402
Licenses and Permits	2,729,100	-	2,729,100
Intergovernmental Revenue	380,190	16,000	396,190
Charges for Services	3,743,700	160,000	3,903,700
Fines and Forfeitures	2,056,000	-	2,056,000
Investment Earnings	190,000	-	190,000
Other/Miscellaneous	256,487	-	256,487
Other Financing Sources			
Transfer-in from Hotel/Motel Fund	2,062,500	-	2,062,500
Budgeted Fund Balance	5,836,799	-	5,836,799
Total Revenues	\$ 76,429,168	\$ 834,875	\$ 77,264,043
Expenditures by Department:			
Mayor and City Council	\$ 386,092	\$ -	\$ 386,092
City Administration	2,150,343	(593,893)	1,556,450
Finance	3,518,190	-	3,518,190
City Attorney	750,000	-	750,000
Information Technology	2,130,299	80,000	2,210,299
Human Resources	696,560	-	696,560
Municipal Court	1,062,639	61,000	1,123,639
Public Safety	33,219,752	168,175	33,387,927
Public Works	9,262,356	115,200	9,377,556
Recreation, Parks and Cultural Services	10,171,114	391,000	10,562,114
Community Development	3,825,634	613,393	4,439,027
subtotal	\$ 67,172,979	\$ 834,875	\$ 68,007,854
General Government:			
Insurance Premiums	\$ 779,750	\$ -	\$ 779,750
Gwinnett Tech Bond (P&I)	289,640	-	289,640
Transfer to Capital Project Fund	5,966,799	-	5,966,799
Transfer to Stormwater Capital Fund	1,520,000	-	1,520,000
Contingency	700,000	-	700,000
subtotal	\$ 9,256,189	\$ -	\$ 9,256,189
Total Expenditures	\$ 76,429,168	\$ 834,875	\$ 77,264,043

Fiscal Year 2022 Mid-Year Budget Requests

The following section provides, by department, the associated detail/justification for each targeted initiative requested through the FY 2022 Mid-Year Budget Amendment.

New Initiatives

Information Technology

Initiative: Help Desk Staffing (+1 FTE)

Funding Request: \$55,000 (FY 2022 partial-year); \$125,000 annualized (FY 2023)

Currently the city is experiencing workload inefficiencies because they are leveraging IT staff for basic help desk support. To address these issues, the Layer 3 Communications study findings highlighted an option to add full-time IT staffing and augment with afterhours coverage through a private service provider. Specifically, the proposed position (IT Technician position) will provide support for the city's service desk system, implementation and maintenance of information systems and supporting computer hardware and software applications including personal computers, virtual and cloud technologies, and mobile device management; troubleshooting, analyzing, and resolving systems, applications, hardware, and software problems; providing technical support and assistance; etc.

Benefit to City – Removing burden from the existing staff so they can function in their stated jobs and responsibilities. Under this model, the city will control resources that can be trained or leveraged for other duties.

Cost to City if not Implemented – Continued delays in Help Desk response time and overloading existing staff that impacts other work that they need to perform and excessive escalations to management staff.

Personnel costs are estimated at \$50,000 for the remainder of FY 2022 and will approximate \$120,000 annually beginning in FY 2023. These figures reflect salary and benefit costs only. Operational costs in year one includes equipment (phone, computer, etc.) and limited training costs totaling \$5,000. Starting in 2023, annual operational costs are estimated at \$5,000 and primarily consist of training/professional development.

Initiative: Help Desk Staffing Contract (After Hours)

Funding Request: \$25,000 (FY 2022 partial-year); \$60,000 annualized (FY 2023)

This request is to address the workload and efficiency issues for the existing city staff and to provide afterhours coverage for E-911, and critical systems coverage throughout the city.

Municipal Court

Initiative: Court Solicitor (+1 FTE; reclassification from Contract position)

Funding Request: \$16,000 (net; FY 2022); \$160,000 annualized (FY 2023)

Funding (Milton): \$16,000 (FY 2022); \$64,000 (FY 2023)

This request is for the creation of a full-time Court Solicitor position that would be combined with the current Court Services MOU including the associated funding split (60% Alpharetta; 40% Milton).

The city currently funds the solicitor function through a private contract (per session rate) with total costs of roughly \$150,000 annually. Personnel costs are estimated at \$40,000 for the remainder of FY 2022 and will approximate \$160,000 annually beginning in FY 2023. Current year costs are estimated to be coverable through a reallocation of existing funding set aside for the contract

Fiscal Year 2022 Mid-Year Budget Requests

provider with the Milton contribution being appropriated to cover any unanticipated operational needs. Moving forward, Alpharetta's net cost is anticipated to approximate \$96,000 annually vs. the contract provider cost trend of \$150,000 annually and will be programmed into the 2023 operating budget.

Public Safety

Initiative: Flock Camera System Expansion

Funding Request: \$137,500 (FY 2022); \$125,000 annualized (FY 2023)

This request is the purchase of an additional 50 Flock Falcon cameras.

Our current Flock coverage has 31 units (15 Flock Falcon cameras and 16 Flock Wing from Redspeed sources). The addition of 50 more cameras would allow us to cover more of the city, focusing on high crime areas and the entrance/exits to/from the city to augment early detection and warning capabilities.

The Flock Falcon camera system is an amazing platform that assists the Patrol Division in intercepting wanted persons, stolen vehicles, and recovering missing persons that are often at risk. It is also an excellent investigative tool for our detectives as proven by its valuable usage in a recent homicide investigation.

FY 2022 costs include \$125,000 (on-going) for the cameras and \$12,500 (one-time) for implementation (\$137,500 total). The annualized impact totals \$125,000 and will be programmed into the FY 2023 operating budget.

Initiatives Previously Approved by Council (now seeking formal budget adjustments)

City Administration/Community Development

Initiative: Transfer of Economic Development Division appropriations

Funding Request: No \$ Impact (\$593,983 total budget to transfer between departments)

This request involves moving the Economic Development Division budget from City Administration to Community Development where the function currently is managed. There is not a net financial impact associated with this move.

Public Safety

Initiative: Cardiac Monitors/AED Replacements Capital Lease

Funding Request: \$22,275 (FY 2022 and beyond; additional funding)

This request is to provide additional funding for the Cardiac Monitors/AEDs Replacement capital lease approved by the City Council in September 2021.

The approved replacements/new units totaled 10 LIFEPAK 15 cardiac monitors/defibrillators, 55 AEDs (automated external defibrillator), and associated equipment/maintenance. The Fire Division uses LIFEPAK Monitors (cardiac monitors) to diagnose, treat and monitor medical patients, particularly those experiencing cardiac events. These are emergency-room type units with leads that attach to the patient to provide vital signs such as heart rhythms, blood pressure and pulse oximetry. Purchase/implementation costs totaled \$572,485 and were funded through a 5-year capital lease with annual payments of \$117,275.

Fiscal Year 2022 Mid-Year Budget Requests

Current FY 2022 appropriations total \$95,000 leaving an additional funding requirement of \$22,275 for FY 2022 (\$95,000 + \$22,275 = \$117,275 lease payment). The full capital lease payment will be programmed into the FY 2023 operating budget.

Initiative: **K9 Replacements (one in FY 2022; one in FY 2023)**

Funding Request: \$8,400 (FY 2022; additional funding); \$15,500 (FY 2023)

The Department's plan is to fund the replacement of two K9s over the next several years (FY 2022-FY 2023) to compensate for the recent losses of K9s Karlo and Ares.

K9 purchase/training costs approximate \$15,500.

The FY 2022 budget currently has funding totaling \$7,100 for the K9 initiative leaving a funding request of \$8,400.

The FY 2023 operating budget will be programmed for the additional K9 replacement totaling \$15,500.

Municipal Court

Initiative: **eCourt Software Upgrade**

Funding Request: \$45,000 (FY 2022); \$35,000 annualized (FY 2023)

This request is for funding to upgrade our court management software.

eCourt by journal technologies is a web-based system. The court will be able reduce the amount of paperwork generated by our current system. All documents will be saved within the case management software and will allow Court employees immediate access to the entire case file. eCourt is also very customizable and will allow the court to implement changes when mandated by statute or to increase efficiencies. The current system is on a windows 7 platform. This requires IT to set up a virtual desktop for all employees to access the software on newer devices. eCourt has several reports available to better track the Court's productivity.

FY 2022 costs include \$35,000 (on-going) for the maintenance/support fees and \$10,000 (one-time) for implementation (\$45,000 total). The annualized impact totals \$35,000 and will be programmed into the FY 2023 operating budget.

Public Works

Initiative: **Citywide Landscape Maintenance (Right-of-Way) contract**

Funding Request: \$115,200 (FY 2022; additional funding);

\$276,478 annualized (FY 2023; additional funding)

This request is to provide additional funding for the citywide landscape maintenance contract approved by the City Council in November 2021. The scope is segmented into two levels:

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 Road streetscape, Bethany Road roundabouts, Old Milton Parkway medians (SR 400 to Main St), and city facilities such as Public Safety headquarters and the fire stations. Annualized cost for Level 1 maintenance scope totals \$325,864.

The Level 2 maintenance contract includes work areas where mowing is the primary maintenance activity. Examples include sections of Mayfield Road, McGinnis Ferry Road, and Westside Parkway

Fiscal Year 2022 Mid-Year Budget Requests

(Encore Parkway to Mansell Road). Annualized cost for Level 2 maintenance scope totals \$349,360.

The prior contract, which is programmed into the current 2022 budget, totals \$398,746 annually and was awarded 5 years ago with annual adjustments approximating CPI.

The new contract totals \$675,224 annually (levels 1 and 2). 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 is being requested herein. 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.

Recreation, Parks and Cultural Services

Initiative: Maintenance & Operational Funding

Net Funding Request: \$130,000 annually (\$160,000 additional revenue; \$290,000 additional expenses)

The Recreation, Parks, and Cultural Services Department is experiencing a significant increase in demand for programs and activities coupled with inflationary cost growth department wide. Their budget, much like all our departments, was reduced during the pandemic to reflect a forecasted decline in available resources coupled with the social distancing measures and their effect on programming. However, their budget is also much more sensitive to spikes in demand which they are experiencing now and necessitate additional funding to meet the demand as follows:

- **Parks (\$75,000):** Funding to offset additional costs related to privatization of janitorial services at the Community Center and Wills Park Recreation Center in addition to general park maintenance (tree removal, lighting repair, etc.) funding that was reduced over the last several budget cycles.
- **Recreation Services (\$140,000):** Funding necessary to meet increase in demand for programs and cover related costs (instructor fees, supplies, etc.). Programs include tennis, Jiu jitsu, dance, gymnastics, day camp, etc. Funding provided through a forecasted increase in program fees.
- **Cultural Services (\$75,000):** Funding necessary to meet increase in demand for programs and cover related costs (instructor fees, supplies, etc.). Additional funding needed to cover janitorial services at the Arts Center and to cover maintenance costs for the Log Cabin facility (janitorial, landscape maintenance, etc.). Costs are partially offset through a forecasted increase in program fees.

Special Events

Funding Request: \$101,000 (FY 2022; additional funding); \$51,000 annualized (FY 2023)

This request is related to fully funding previously approved special events. Event funding was reduced for the 2022 adopted budget due to COVID-related uncertainty.

- **Wire & Wood (\$50,000)** - For talent for the fiscal year 2023 event (October 2022). Having access to funds earlier to book the artists in advance to get best price and talent. This is a one-time change in funds allocation and does not increase the request for FY 2023 (e.g., base funds in FY 2023 would be used to book talent for FY 2024, etc.).

Fiscal Year 2022 Mid-Year Budget Requests

- **Brooke Street Concerts (\$21,500)** - The talent fee for the May and June events, plus the cost for electrical for both events.
- **Taste of Alpharetta (\$20,000)** - Starting in 2022, TOA will be managed by a 3rd party, and we will expand the footprint to accommodate the large crowds experienced in 2019. The city is still responsible for trash management, toilets, barricades, electrical, and street sweepers. Trash management is now contracted out to a 3rd party, so there are hard costs that have not been in the past when Parks managed the waste. With the larger footprint the costs for toilets, electrical and street sweeper will increase. Water barricades will need to be rented, which was not done in the past.
- **Food Truck Alley (\$6,000)** - FTA is now a partnered event managed by a 3rd party, so the city provides trash management, toilets, and electrical service. This is for the April, May, and June FTAs.
- **Arts Street Fest (\$3,500)** - This is a partnered event, so the city provides trash management, toilets, and electrical service. Trash management is now contracted out to a 3rd party, so there are hard costs that have not been in the past when Parks managed the waste. Toilets will need to be rented due now that this event takes place in Wills Park, and there will be some electrical needs for the event.

Community Development

Initiative: CityWorks software performance improvements

Funding Request: \$19,500 (FY 2022 and beyond; additional funding)

In an ongoing effort to improve the quality of CityWorks for the Community Development team, Azteca released Respond 2.0 which is a new technology that will enhance the user experience and increase performance significantly. The performance of CityWorks has been the number one issue since Community Development went live in October of 2015. Not only does Respond perform better, but it has a modern look and feel that will be consistent from device to device. It was named Respond because it 'responds' to what device the user is using. In the office on a computer or in the field on a tablet, the user experience should be very similar.

The user experience made available to each user group can be very specific and is configured by another new tool called Style. In Style, profiles can be set up to condense functionality to only what is needed to complete a task. The users can easily switch profiles depending on the task they need to perform. Focused and efficient applications should lead to increased usage across all departments. In the current system, a user's profile can only be changed by a system administrator and the profile setup is a manual process editing text files.

The benefit is performance. The current system is extremely slow and affects customer service. This new technology is much faster and loads screens almost instantly. This will save time and improve customer service by proficiently being able to move through the system at a quicker pace. Inspectors can take calls quicker in the morning, the permit technicians will be able to process permits faster. Work will also be able to be done in the field with ease and save time without duplicating efforts of writing inspections results, notes and violations on paper and then entering the data into the computer upon return to the office. This enhancement will also allow for more automation of printing in the field instead of hand-written items.

The department moved from our current CityWorks enterprise level agreement (ELA) to a standard ELA which will include the benefits identified above in addition to future enhancements as they become available.

Fiscal Year 2022 Mid-Year Budget Requests

CityWorks standard ELA totals \$94,000.

FY 2022 appropriations for CityWorks ELA totals \$74,500 leaving a balance of \$19,500 requested herein. The full ELA costs will be programmed into the FY 2023 operating budget.

General Government

Funding Sources: \$834,875 (revenue; Local Option Sales Taxes, Insurance Premium Taxes, City of Milton MOU; and Recreation Program Fees)

Funding totaling \$658,875 is available through the above revenue collections for Local Option Sales Taxes and Insurance Premium Taxes outpacing budgetary expectations for FY 2022. The City of Milton MOU contribution for the Court Solicitor is forecast at \$16,000 for remainder of FY 2022. The additional maintenance & operational funding being requested for the Recreation, Parks & Cultural Services department will provide resources to expand program offerings which are forecasted to generate additional net revenue of \$160,000 to offset said program costs.

E911 Fund

This Fund accounts for fees received from users/potential users of the city's Emergency 911 System. The fees are paid directly from wired, wireless (including prepaid cards), and voice-over-internet-protocol telecommunications providers, with expenditures occurring to maintain and run the system.

E911 FUND				
LEGAL LEVEL OF CONTROL				
		Fiscal Year 2022		
		Current	Mid-Year	Revised
		Budget	Budget	Budget
			Amendment	
Expenditures by Department:				
Public Safety		\$ 6,510,196	\$ -	\$ 6,510,196
Non-Allocated		1,202,390	(193,000)	1,009,390

Public Safety Department

Initiative: 911 Telephone Hardware Replacement

Funding Request: \$193,000 (one-time); \$5,000 annual operating budget impact

This request involves the removal and replacement of computer hardware, user interface hardware, server hardware as well and software version upgrades to the 911 Telephone System. The current phone system was installed in 2017 and has not had an upgrade since. The hardware is outdated and beginning to show signs of age while some of the non-critical parts are starting to fail. The hardware is using an outdated version of windows (Windows 7) which lacks functionality to seamlessly integrate with our current systems that are running Windows 10.

Fiscal Year 2022 Mid-Year Budget Requests

One-time capital equipment costs are estimated at \$193,000 for FY 2022. Ongoing operational costs are estimated at \$5,000 annually and would be programmed into the 911 Operating Budget for FY 2023.

Capital Project Fund

This Fund accounts for the acquisition and construction of major items such as buildings, infrastructure, parks, streets, and other major capital facilities. The budgetary legal level of control resides at the project level.

CAPITAL PROJECT FUND			
LEGAL LEVEL OF CONTROL (Impacted Line-Items)			
	Fiscal Year 2022		
	Current Budget	Mid-Year Budget Amendment	Revised Budget
Expenditures by Project:			
AC Unit Replacements (Crabapple Training Facility)	\$ -	\$ 35,000	\$ 35,000
Crabapple Training Facility Buildout	-	43,870	43,870
Employee Expense Software	-	19,000	19,000
Innovation Academy Improvements (reimbursements)	-	54,000	54,000
Wills Park Pool Improvements/Repairs	-	59,000	59,000
Non-Allocated	3,035,409	(210,870)	2,824,539
Net Budget Adjustments	\$ 3,035,409	\$ -	\$ 3,035,409

Public Works

Initiative: Air Conditioning Unit Replacement (Crabapple Training Facility)

Funding Request: \$35,000 (one-time)

The existing 7.5-ton heat pump Lenox AC unit servicing the prior Courts facility is 22-years old and no longer operational. Due to size constraints at the facility, our AC vendor recommends replacing the larger unit with two smaller (4 ton) Carrier units. The budgetary cost to remove the existing unit and purchase/install replacements is estimated at \$35,000. Pricing includes all labor, materials, and equipment including rental of a crane and/or boom truck for removal/installation. The unit was not scheduled for replacement due to the planned Court relocation and uncertainty about the facility's long-term usage. Now that the Public Safety Department has been approved to utilize the facility for tactical training, the AC equipment is recommended for replacement.

Public Safety

Initiative: Crabapple Training Facility Buildout

Funding Request: \$43,870 (one-time); \$25,000 annual operating budget impact

The (prior) Crabapple Courthouse building will now serve as a tactical training facility for the Public Safety Department. We will partner with the City of Milton on the buildout and usage of the facility. Milton is procuring the necessary floor mats and will relocate their simulator to the facility for usage by both jurisdictions.

This request includes buildout costs totaling \$43,870 which includes:

- Classroom buildout including furniture and IT infrastructure (\$30,000);

Fiscal Year 2022 Mid-Year Budget Requests

- Wall pads (\$4,000);
- Other including wall construction/relocation, electrical, security equipment, etc. (\$9,870).

The Department was awarded a FY 2022 Law Enforcement Training Program Grant totaling \$46,130 to cover all costs related to the acquisition and installation of a shoot house.

Operational costs are estimated at \$25,000 annually (utilities, cleaning, repair/maintenance, etc.) and will be programmed into the FY 2023 operating budget.

Finance

Initiative: Employee Expense Software

Funding Request: \$19,000 (one-time); \$1,400 annual operating budget impact

The Finance Department currently utilizes an in-house software application to manage travel expense reimbursements and related transactions. The system is built on outdated technology and requires a special setup to operate within the city's current technology environment. The proposed software is an integrated module within the existing Finance ERP software (Tyler Munis) and will facilitate the automated processing of multiple employee expense requests (e.g., travel, mileage, etc.). One-time costs include \$19,000 for purchase of the software license and implementation costs. Operational costs are estimated at \$1,400 annually for software maintenance fees and will be programmed into the FY 2023 operating budget.

Recreation, Parks and Cultural Services

Initiative: Innovation Academy reimbursements

Funding Request: \$54,000

The Department used existing funds from other accounts to fund projects at Innovation Academy that were needed to get this facility ready to use. These funds came from Park Enhancements which were allocated to replace worn and broken athletic fencing at North Park. We were able to complete two fields and would use these funds to complete three more fields at North Park.

Initiative: Wills Park Pool Improvements/Repairs

Funding Request: \$59,000

The Wills Park Pool has been open for four full seasons since its renovation in 2018. As we approach our fifth season, we have identified several issues that need to be addressed to ensure that the experience that our residents have come to enjoy and expect are continued at the highest level possible. Most of the issues have to do with the usage of the pool and the weather conditions throughout the year. We need to replace the high dive, repair several of the fun elements located in the zero-depth area and the splash pad. The surface for the splash pad was not replaced as part of the renovation and now needs to be redone. A fresh coat of paint is needed throughout the Pool area (e.g., lobby, offices, training room, family bathrooms, exterior doors, pavilion, etc.), along with such things as replacing seams, expansion joints, and concrete repair. In addition, the automatic water level controls need to be replaced, as well as the auto-fill component in the splash pad. It is also recommended that the splash pad be re-surfaced and repainted.

General Government

Funding Sources: \$210,870 (Non-Allocated)

Funding for the capital initiatives identified herein is being provided through current year Non-Allocated appropriations leaving an estimated balance of \$2.8 million.

Fiscal Year 2022 Mid-Year Budget Requests

T-SPLOST II Capital Project Fund

This fund accounts for the collection of T-SPLOST II (Transportation Special Purpose Local Option Sales Taxes) revenues and expenditures on eligible transportation improvements and congestion mitigation initiatives. The budgetary legal level of control resides at the project level.

T-SPLOST II CAPITAL PROJECT FUND			
LEGAL LEVEL OF CONTROL (Impacted Line-Items)			
	Fiscal Year 2022		
	Current Budget Jan. 2021	Mid-Year Budget Amendment	Revised Budget Jan. 2021
Revenue by Source:			
T-SPLOST II (Tier 1 = 85%)	\$ -	\$ 52,052,526	\$ 52,052,526
Net Budget Adjustments	\$ -	\$ 52,052,526	\$ 52,052,526
Expenditures by Project:			
Mid-Block Crosswalk (Alpharetta Elementary School)	\$ -	\$ 85,000	\$ 85,000
Mid-Block Crosswalk (Manning Oaks Elementary School)	-	150,000	150,000
Improved Crossing from Parking Deck to Milton Ave	-	275,000	275,000
Raised intersection at Marietta St and Roswell St	-	350,000	350,000
Improved Crossings from City Center to Churches	-	750,000	750,000
Alpha Loop (Old Milton Pkwy to Northwinds Pkwy)	-	12,000,000	12,000,000
4 Pedestrian Bridges (Windward Pkwy over Big Creek)	-	4,000,000	4,000,000
North Point Pkwy Corridor (cost is an allocation)	-	10,000,000	10,000,000
Mid-Block Crosswalk (Cogburn Road Park)	-	85,000	85,000
Mid-Block Crosswalk (Mid Broadwell Rd at Charlotte Dr)	-	100,000	100,000
Webb Bridge Rd Improvements (Morris Rd to Greenway)	-	13,000,000	13,000,000
Tradewinds Ripple Effect Improvements	-	6,500,000	6,500,000
Cumming St Corridor Improvements (cost is an allocation)	-	4,757,526	4,757,526
Net Budget Adjustments	\$ -	\$ 52,052,526	\$ 52,052,526

T-SPLOST II Initiatives

The above listing represents appropriations for all Tier-1 T-SPLOST II projects. Tier-1 projects are funded at 85% of forecasted revenue collections over the life of the 5-year tax. For comparison purposes, T-SPLOST I collections have trended at over 90% of forecasted revenue collections.



City Council Meeting STAFF REPORT

Submitting Department: Public Works

Submitted By: Matt Malone

Sponsored By:

Meeting Date: February 21, 2022

I. AGENDA ITEM TITLE: STORMWATER STRUCTURE (MS4) INVENTORY INSPECTIONS

II. RECOMMENDATION:

Approve funding in an amount not to exceed \$118,310 to Sustainable Water Planning & Engineering for the On-Call Stormwater MS4 inspections and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: \$118,310

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Stormwater Inspections/30241100541430-C1604	\$118,310

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

The City's National Pollutant Discharge Elimination System (NPDES) Permit requires that all publicly maintained stormwater infrastructure and ponds be inspected. The Permit also requires that the city inspect all private green infrastructure. With this contract, the city inspects 100% of all public ponds, green infrastructure, and stormwater best management practices each year so that we can properly maintain them and ensure they are working as designed. This contract also provides for the inspection of private ponds when we have requests from the public or when an issue has been identified with a private pond.

The City is required to inspect 100% of our public stormwater infrastructure within a 5 year period. In order to accomplish this, we submit yearly inspections based on our stormwater zone map which is attached. The requested funds will go towards the inspections in zone D, and zone E. All work is unit based. Meaning if only 75 out of 125 inspections occur, the City only pays for 75 inspections. Annually, the City is responsible for the following inspections:

- 2000 storm structure inspections at \$22 each, equaling \$44,000
- 1500 storm conveyance inspections at \$23 each, equaling \$34,500
- 125 detention ponds, best management practices, and green infrastructure inspections at \$110 each, equaling \$13,750
- 15 HVPS (highly visible pollutant sources) inspections at \$180 each, equaling \$2,700
- 5 industrial facility inspections at \$320 each, equaling \$1,600
- 1 municipal facility inspection at \$160 each, equaling \$160
- 160 hours of additional MS4 support at \$135 an hour, equaling \$21,600

These inspections identify storm structure repairs, pipe repairs and potential capital improvement projects for stormwater management facility enhancements. All information is logged into the Public Works Departments asset management system and given a rating based on current condition. This information provided by the consultant is invaluable. It allows the department to prioritize repairs, issue stormwater task orders to multiple on-call vendors pertaining to cleaning, repair and replacement. The department also utilizes this information provided to budget annually for capital improvement projects, operation and maintenance and long term potential stormwater enhancements.

The City is required to inspect the City's detention ponds and green infrastructure every year. Funds will also go towards inspecting a private pond if there is an issue regarding ownership, responsibility requirements, or if one believes there is a lack of maintenance occurring. The green infrastructure is bio-retention ponds, enhanced swales, pervious pavers, sand filters, etc.

In addition to these inspections, SWP&E also provides support to ensure the City of Alpharetta complies with the requirements of the National Pollutant Discharge Elimination System (NPDES) Phase I Municipal Separate Storm Sewer System (MS4) permit through implementation of the Stormwater Management Plan (SWMP). This includes the preparation and submittal of our Annual MS4 Report to the EPD, assisting the City with complex Floodplain issues, and performing stormwater system GIS updates.

On March 16th, 2020, the City approved a 5-year contract for Sustainable Water Planning & Engineering to perform these inspections. The award of this funding will complete our FY 2022 inspections as well as the majority of FY 2023.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Additional Support Proposal, Stormwater Zone Map, Rate Sheet, Briarfield Pond Letter 5.3.21

August 29, 2021

Mr. Dennis Roland
City of Alpharetta
1790 Hembree Road
Alpharetta, GA 30009

Re: Additional MS4 Support Services under Contract 20-120

Dear Mr. Roland:

SWP&E is pleased to submit the following scope of work to provide additional MS4 support services under the existing contract (20-120). The additional MS4 services outlined within this scope include:

1. Stormwater GIS System Updates
2. Prepare and Submit the Annual Report
3. Additional Annual Report Tasks; and
4. On-call Services

I appreciate the opportunity to continue to serve the City of Alpharetta stormwater needs and can be reached at 404-410-1188 (office), 404-482-7460 (cell), or kim@sustainablewaterplanning.com.

Sincerely



Kimberly Z. Shorter, PE
Principal Engineer
Sustainable Water Planning & Engineering

Additional MS4 Program Support

Background

The City of Alpharetta complies with the requirements of the National Pollutant Discharge Elimination System (NPDES) Phase I Municipal Separate Storm Sewer System (MS4) permit through implementation of the Stormwater Management Plan (SWMP). The SWMP outlines actions the city will take to comply with the requirements of the State of Georgia (State) Department of Natural Resources (DNR) Environmental Protection Division (EPD) General Stormwater Permit No. GAS000102. The SWMP addresses the requirements of the permit and addresses water pollution control in the City's streams and rivers.

SWP&E currently supports the city with the implementation of the SWMP through assigned stormwater inspections of structures, pipelines, highly visible pollutant sources (HVPSs), industrial facilities, municipal facilities, stormwater controls (public and private), and green infrastructure (public and private). Due to staffing changes, the city has asked SWP&E to provide a scope of work for several tasks related to compliance with the SWMP and MS4 reporting that are related to the existing contract.

Scope of Work

This scope of work is divided into four main components:

5. Stormwater GIS System Updates
6. Prepare and Submit the Annual Report
7. Additional Annual Report Tasks
8. On-call Services

1. Stormwater System GIS Updates

Maintaining an up-to-date system map is important for asset management as well as a requirement of the Stormwater Management Plan. Changes to the GIS stormwater system map come from three primary sources:

- Updates based on rehabilitation through a CityWorks Work Order
- New development/ redevelopment CAD files
- Inspections showing inaccurate locations or missing features

Some of the map adjustments can be done by importing developer files or approximated based on field observations, while some adjustments will require GPS location. Costs for both manners of updates are provided. Unless the City specifies that GPS location is required, SWP&E will update structure locations based on field observations. SWP&E proposes completing these updates quarterly, to batch a sufficient number of changes and enhance efficiency.

For each quarterly update, SWP&E will ask the City of Alpharetta to provide:

1. The most current ArcGIS stormwater system shapefiles or geodatabase from the City's IT Department.
2. CAD files provided by developers for new development areas

3. Work orders for completed rehabilitation projects that require GIS changes (or access in CityWorks to Work Orders)

SWP&E will edit the shapefiles or geodatabase provided by the City's IT Department and then return the updated shapefiles or geodatabase to the City's IT Department for review and publishing. ESRI's ArcGIS will be used for editing and the data will be entered following the City's Standard Operating Procedures (SOPs). This scope assumes that all developer CAD files provided will be saved in a manner such that they can be opened using ArcGIS and without a separate CAD license.

Due to the variable nature of this work, desktop GIS updates will be charged using an hourly rate of \$115 per hour. It is estimated that approximately 8 to 12 hours of updates will be needed each quarter. This task will be hourly with a not to exceed of \$5,000 (43 hours of updates).

If greater accuracy is needed than provided by desktop GIS updates, the City will note that a GPS location is needed. The GPS location will use Trimble Geo 7 Series Premium Centimeter Kit. The data will be integrated within the City's existing geodatabase following the City's SOPs. The GPS services will be bundled until approximately one-day of GPS activities are needed. The GPS updates will be billed based on the day and fall within the not to exceed amount of \$5,000.

Deliverable: Updated Shapefiles or Geodatabase

Budget: GIS desktop updates at \$115/hour or GPS updates at \$500/day, not to exceed \$5,000

2. Prepare and Submit the Annual Report

The SWMP is divided into nine (9) major sections with several discrete subtasks and the completed Annual MS4 Report includes significant supporting documentation. This task includes the preparation and compilation of the Annual MS4 report including requesting data, collecting and compiling data, and completing the Annual MS4 report using the provided data.

Due to the ongoing MS4 services contract, SWP&E has access to CityWorks for stormwater inspections that are currently performed, however, there are a number of additional reports that are submitted to the state. SWP&E can run the reports, if access is provided, or can provide the City with a list of the reports needed for staff to compile. In addition to information from Public Works, information from other city departments including Community Development, Public Information, Finance, Recreation Parks and Culture, and Public Safety.

Prior to the end of the Reporting Period (April 30, 2022), SWP&E will email the list of data needs to each department that outlines the data the information must be received. SWP&E will compile a draft report based on the data provided by each department. SWP&E will submit the Annual MS4 report to city staff for review and make any changes, as requested. City staff will secure the needed signature(s) and return the signed cover to SWP&E. SWP&E will submit the Annual MS4 Report to EPD on behalf of the City. This task assumes that any work required to be completed to comply with the MS4 permit will be completed through the existing SWP&E contract, by City staff, or through Task 3 of this scope of work.

Deliverable: Draft MS4 Annual Report, Final MS4 Annual Report, Return Receipt Requested Mail Form

Budget: The lump sum cost to complete the Annual MS4 report is \$6,750, which equates to 50 hours of labor at a rate of \$135/hour.

3. Additional Annual Report Tasks

There are some work elements required for the MS4 Annual Report that fall outside of the SWP&E contract that need to be completed. SWP&E has included unit prices for these services, which may be added to SWP&E's scope, handled by City staff, or handled by another consultant.

- a. Retrofit Evaluations of City-owned Ponds – The SWMP calls for nine (9) ponds to be evaluated to determine if retrofits would improve water quality during the 2021-2022 reporting period. The SWMP outlines a formal evaluation. SWP&E can provide this evaluation, completed by a Georgia licensed Professional Engineer, at a fee of \$270 per pond. For the 9 ponds planned for the 2021-2022 reporting period, that would be \$2,430.
- b. Annual Municipal Staff Training – The SWMP requires training for City Public Works personnel. Last year, due to COVID, the training was an emailed video and required each staff person to respond via email that the training was complete. SWP&E can identify appropriate training materials and compile an email to be distributed to the Public Works employees. SWP&E can collect and compile the responses noting that the training is completed. The fee for this task is \$540.
- c. Review Website for MS4 Compliance – The SWMP requires the review of the City's website under several different sections to ensure specific information is available to the public. The fee for this task is \$135.
- d. Update Industrial Permittee list and HVPS List – The SWMP requires the City to confirm the list of Industrial facilities and HVPS sites is complete and current. The Industrial list is confirmed by checking the EPD's list of Industrial permittees. The HVPS list is updated by securing information from the City's business and license database and identifying the properties that meet the City's HVPS definition. The fee for this task is \$270.
- e. Review Existing Ordinances for Compliance – The SWMP requires the City to review the existing Ordinances to ensure they are sufficient and up-to-date with any required changes. SWP&E will review the Ordinances, and identify any changes that are needed to maintain compliance. The fee for this task is \$540.
- f. Center for Watershed Protection Code and Ordinances Worksheet – The SWMP requires the City to review the existing codes and ordinances to look for impediments to implementing Green Infrastructure. The review includes following a worksheet developed by the Center for Watershed Protection. The fee for this task is \$540.
- g. Impaired Waters Plan Reporting – The SWMP requires the City to evaluate data collected in each of the City's impaired watersheds (Foe Killer Creek and Long Indian Creek) to determine whether water quality trends are improving or not. Additionally, the reporting requires an assessment of the existing best management practices targeting the pollutant of concern in that watershed. SWP&E will use the sampling data provided by the City to complete the analysis and reporting. The fee for this task is \$540.

Deliverable: Deliverables are identified by sub-task and reflect attachments to the Annual MS4 Report

Budget: The lump sum cost to complete all of the above services is \$4,995.

4. On-Call Services

Based on our experience, new requirements or change in EPD's interpretation of existing requirements can happen during a reporting period. Additionally, comments from the previous reporting period annual report are not available at this time. SWP&E can provide on-call services as requested by the City to support the successful completion of the Annual Report and to address new requirements that may be required by EPD during the next year. Hourly not to exceed \$5,000 at a rate of \$135/hour.

Schedule

SWP&E will schedule the above assigned tasks on an as needed basis with the exception of submitting the annual report which will be accomplished prior to the June 15, 2022 deadline. GIS map updates will be performed quarterly, assuming that updates are needed.

Budget

SWP&E will invoice monthly, as outlined in this scope of work, either on an hourly basis or a lump sum basis depending on task. The not to exceed value outlined in this contract is \$21,745, with several tasks depending on the city's need. Work on as-needed tasks will not proceed until an email confirmation is received from city staff approving the work.

City of Alpharetta

BY: _____

Name, Title

DATE: _____

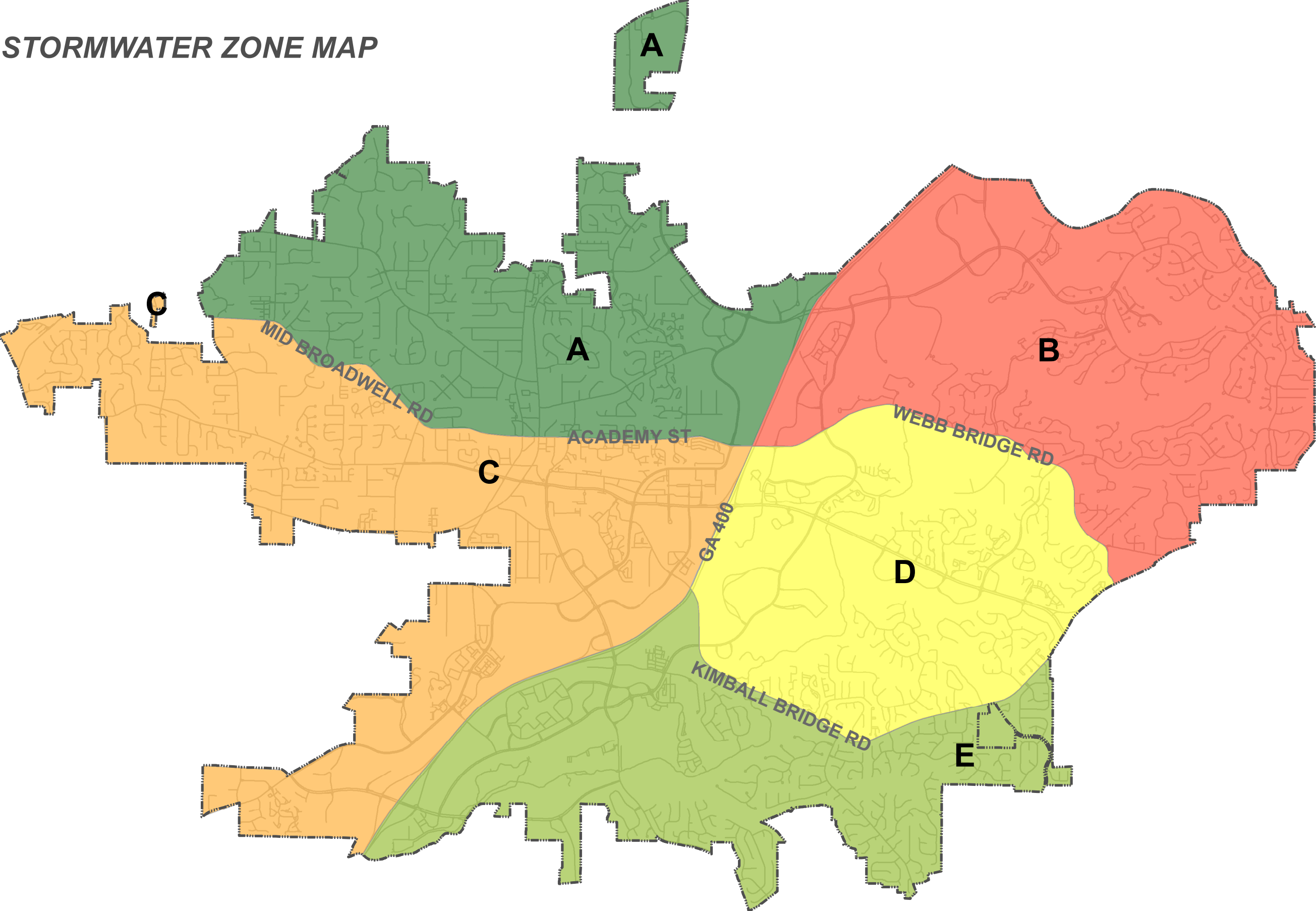
CONTRACTOR

BY: _____

Kimberly Z. Shorter, Principal Engineer

DATE: _____

STORMWATER ZONE MAP



CONTRACT NAME: MS4 STORMWATER INVENTORY INSPECTION
 CONTRACT NO. 20-120

Exhibit "A,"

Responses

Sustainable Water Planning & Engineering

Success: All data is valid!

Status	#	Description	Estimated Annual Quantity	Unit of Measure	Numeric	Total Cost: (QTY x Each)
					Price Each	
Success: All values provided	#0-1	Stormwater infrastructure inspections (structures): Per structure	2000	structure	\$ 22.00	\$ 44,000.00
Success: All values provided	#0-2	Stormwater infrastructure inspections (conveyance pipes): Per pipe	1500	pipe	\$ 23.00	\$ 34,500.00
Success: All values provided	#0-3	Stormwater infrastructure inspections (conveyance ditches): Per ditch	100	ditch	\$ 23.00	\$ 2,300.00
Success: All values provided	#0-4	HVPS facilities	15	facility	\$ 180.00	\$ 2,700.00
Success: All values provided	#0-5	Industrial Facilities	5	facility	\$ 320.00	\$ 1,600.00
Success: All values provided	#0-6	Public ponds, BMPs, Green Infrastructure (GI)	100	pond, BMP, GI	\$ 100.00	\$ 10,000.00
Success: All values provided	#0-7	Municipal Facilities	1	facility	\$ 160.00	\$ 160.00
Success: All values provided	#0-8	Private ponds, BMPs, Green Infrastructure (GI)	125	pond, BMP, GI	\$ 110.00	\$ 13,750.00
Success: All values provided	#0-9	Outfalls (Dry weather screening. Price should not include field or laboratory testing, upstream investigation, compliance letters, etc. Those will be handled by city staff or separate contract.)	200	outfall	\$ 22.00	\$ 4,400.00
Success: All values provided	#0-10	GPS new inventory	100	structure, pipe, facility	\$ 30.00	\$ 3,000.00
						\$ 116,410.00

Exceptions

SWP&E does not take any exceptions to the contract.

SWP&E wants to provide a clarification to the bid tabulation. We believe there are 2 types of outfall inspections, outfalls that are inspected concurrent with the inspection of a headwall and those that occur without the condition assessment of a headwall. The fee presented in the bid tabulation is for the separate inspection of an outfall. The fee for the concurrent inspection would be \$5, to account for any additional CityWorks documentation or discussions with the City that might arise as a result of the inspection.



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

May 3, 2021

Brierfield Homeowners Association Inc.
C/O CMA
1465 Northside Drive, STE 128
Atlanta, GA 30318

Dear Sir or Madame:

On April 30, 2021, the City of Alpharetta's Stormwater Management Group inspected the instream stormwater pond serving as a stormwater treatment facility located at 0 Briars Bend (adjacent to the tennis courts). State and local regulations require that all stormwater ponds and facilities are inspected to ensure they are functioning properly, are maintained to design specifications, and do not pose any public safety hazards. This inspection focused on maintenance practices, capacity, and specific structural components of a stormwater pond.

Provided below is the number that has been assigned to the stormwater pond by this department, the location of the pond, and the deficiencies that need to be addressed.

Pond # 9282 Stormwater Pond (0 Briars Bend by tennis courts)

- Perform routine debris cleaning throughout the pond area. Remove all yard waste debris, sticks, limbs, and other woody debris. Both natural and dumped vegetation waste was present throughout the pond area. Two branches are lodged near the concrete structure (outlet control structure) that regulates flow out of the pond and under the road. These branches can cause water to back up into the pond.
- Some trash, floatables, and debris are located in the area draining from the swimming pool, tennis courts, and parking lot.
- An inlet drainage channel entering the pond from the parking lot near 925 Briars Bend appears clogged. Shortly after the end of the rock-lined channel there is a wall made out of stacked sticks that may cause water to

MAYOR
JIM GILVIN

MAYOR PRO TEM
DONALD F. MITCHELL

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

CITY ADMINISTRATOR
ROBERT J. REGUS

backup in this area. The sticks should be removed to allow the flow of water into the pond.

- The inlet nearest 480 Briars Bend had a large tree limb/trunk laying over the inlet to be removed.
- The pond is an instream pond, therefore all work must be done in accordance with City, State, and Federal laws. Generally, removal of woody debris by hand is allowed but removal using equipment may need to be permitted by the appropriate regulatory agencies.

Additional items:

- Refrain from dumping landscape waste such as grass clippings, woody debris, or trash in or around the stormwater facility. This includes vegetation cut during routine maintenance activities, which should be removed and disposed of properly. Remind homeowners (and their yard maintenance crews) that they cannot dump yard waste of any sort in the stormwater pond area. There were several areas where stacks of piled branches and grass clippings were found along the pond's perimeter.
- There was a barbed wire fence perpendicular to the flow of the stream at the upstream end of the pond that appears to be at the pond property line. There was no sign of sediment accumulation or debris accumulation at the time of the inspection; however, the fence could pose a hazard to wildlife or cause debris accumulation. Consider removing the existing fence.
- Complete monthly visual inspections of the facility to ensure drainage flow.

It is always recommended and good practice to have a maintenance plan for all stormwater facilities that serve the neighborhood. This should include but not limited to the following.

- Monthly inspections.
- Weekly, monthly, quarterly, and annual maintenance.
- Budgeting solely for stormwater pond maintenance.

The City requires a response within 60 days of receipt of this letter. This response must include an acknowledgement of receipt of this letter, the maintenance measures to be performed, and a timeline for when these measures are to be completed. Please submit the response to Matt Malone at the contact information listed below.

Enclosed you will find a copy of the completed inspection form used by the City. Please use this form for informational purposes regarding the inspection and maintenance items and frequencies.

Should you have any questions or concerns, please contact Matt Malone at (678) 297-6200 or by e-mail at mmalone@alpharetta.ga.us

Sincerely

A handwritten signature in black ink, reading "Kimberly Z. Shorter". The signature is written in a cursive, flowing style.

Kimberly Z. Shorter, P.E.
Sustainable Water Planning & Engineering
Under contract with City of Alpharetta



City Council Meeting STAFF REPORT

Submitting Department: Public Works

Submitted By:

Sponsored By:

Meeting Date: February 21, 2022

I. AGENDA ITEM TITLE: MOU WITH NORTH FULTON COMMUNITY IMPROVEMENT DISTRICT - ALPHA LOOP TUNNEL

II. RECOMMENDATION:

Please approve a Memorandum of Understanding between the North Fulton Community Improvement District (NFCID) and the City of Alpharetta pertaining to the NFCID designing and Alpharetta constructing a tunnel under Haynes Bridge Road for the Alpha Loop, and authorize the Mayor to execute all necessary items.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: 7500000

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Alpha Loop/31841100 541420 C1712	\$7,500,000.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
-	\$0.00

IV. REPORT IN BRIEF:

Public Works is finalizing construction plans and in the process of acquiring the necessary easements and right of way to construct the Alpha Loop from Chelsea Walk Subdivision to Northwinds Parkway. Once this section has been built, the Alpha Loop will traverse through the Northwinds Summit Development and terminate at Haynes Bridge Road; from there the goal is to reach Encore Parkway. The preferred concept is for the Alpha Loop to travel under Haynes Bridge Road instead of pedestrians traveling across 9 lanes of traffic. This option is safer and will minimize impacts on traffic timing of the signals along the Haynes Bridge Road corridor. Once the Alpha Loop reaches the other side of Haynes Bridge Road, the preferred route is to follow GA 400 and reach the intersection of Enore Parkway/Fanfare Way.

Citizens voted on and passed the 2021 Parks Bond Referendum. One of the projects included in the referendum is the Alpha Loop, with an allocation of \$7,500,000. Recreation, Parks, and Cultural Services and Public Works recommends these funds be allocated to the tunnel under Haynes Bridge Road. The North Fulton Community Improvement District (NFCID) approached the City and expressed a desire to be a partner in this endeavor. The NFCID staff presented the Alpha Loop Tunnel Project under Haynes Bridge Road to their board at the February 1, 2022 NFCID Board Meeting. Overall, the Board was enthusiastic and excited about the project. The Board had several questions regarding timing, funding for construction, and status of the current phases of the Alpha Loop. Representatives from the City and NFCID informed the Board the City is working to bid the construction of the Alpha Loop from the Chelsea Walk subdivision to Northwinds. The goal is to have a Request for Qualifications advertised in March, with a Request for Proposals issued in April. The Board stated they would like reassurance from the City that if the Board moves forward with the design of the tunnel, there will be funds allocated to build the tunnel.

The attached Memorandum of Understanding between the City and NFCID states the NFCID will fund the design of the tunnel, approximately \$800,000 and the City will allocate funds for right of way/easement

acquisition and construction of the tunnel. The NFCID Board will hear a proposal from the NFCID staff to allocate funding to design the tunnel as well as approve the MOU at the March 1, 2022 NFCID Board Meeting.

V. ALTERNATIVES:

VI. ATTACHMENTS:

T3 - Haynes Bridge Crossing Tunnel, NFCID - Alpharetta - MOU - Tunnel Crossing - v2(4554254.1)

Haynes Bridge Rd

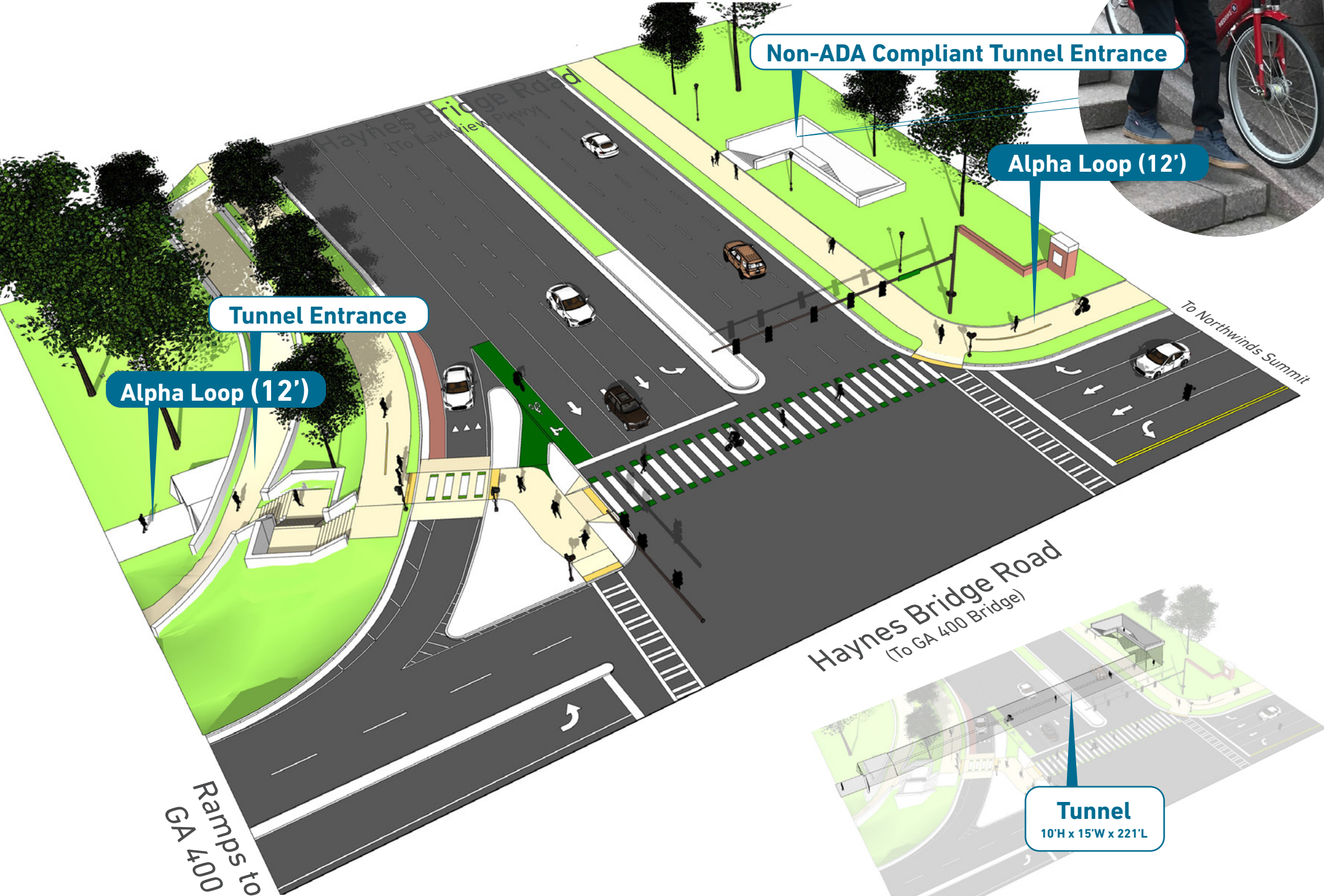
Tunnel Crossing

Working Assumptions

- Deepest Utility: 36" (16" Water Main)
- Min. Clearance From Utility: 36"
- Tunnel Width: 15'
- Tunnel Height: 10'
- Depth Of Top Of Tunnel Structure: 2'

Stairwell Conditions

- Width: 16' Total (12' Trail + 2' Clearance For Bike Channels, Both Directions)
- 12' Trail: 4' Bikeways (Both Directions) And 4' Center Walkway
- Riser Height: 6" ; Tread Depth: 12"
- Landings Every 5-7.5' Of Rise (12' Maximum Rise Per Building Code)
- Retaining Wall Depth: 18"



Key Map

Haynes Bridge @
Northwinds Summit



**AGREEMENT
BETWEEN
CITY OF ALPHARETTA
AND
NORTH FULTON COMMUNITY IMPROVEMENT DISTRICT
FOR
DESIGN, RIGHT OF WAY AND CONSTRUCTION
OF THE ALPHA LOOP TRAIL HAYNES BRIDGE TUNNEL CROSSING**

This Framework Agreement (hereinafter referred to as “Agreement”) is made and entered into effective the date last set forth below (hereinafter referred to as “Effective Date”), by and between the CITY OF ALPHARETTA, GEORGIA, acting by and through its Mayor (hereinafter referred to as “CITY”), and the NORTH FULTON COMMUNITY IMPROVEMENT DISTRICT, an entity created by Fulton County, City of Alpharetta, City of Roswell, and City of Milton (hereinafter referred to as “CID”).

WHEREAS, the CITY desires to construct a pedestrian and bicycle trail in the heart of Alpharetta (hereinafter referred to as the “Alpha Loop Trail”); and

WHEREAS, by providing links to regional trail systems, the CITY has the opportunity to strengthen the connectivity and access of the Alpha Loop Trail to the wider metro area which is critical for long-term economic stability of the CITY; and

WHEREAS, in furtherance of connectivity, the CITY has commissioned and adopted a study known as the “North Point Area and Alpha Loop Trail Connectivity Feasibility Study” (hereinafter referred to as the “Study”); and

WHEREAS, one safety feature recommended by the Study is a tunnel crossing of the Alpha Loop Trail beneath Haynes Bridge Road near its intersection with Summit Place (hereinafter referred to as the “Tunnel Crossing”); and

WHEREAS, the CITY and the CID agree the Tunnel Crossing should be constructed as

expeditiously as possible after it is designed; and

WHEREAS, the CITY seeks assistance from the CID for design of the Tunnel Crossing;
and

WHEREAS, the CID is willing to contribute up to \$800,000 toward the completion of the design of the Tunnel Crossing as well as to retain Atkins North America, Inc. (hereinafter referred to as "Atkins") to manage the design; provided the CITY acquires the necessary right of way, pays for the cost of construction of the Tunnel Crossing currently estimated at \$7,500,000, as well as contracts to construct and manage construction of the Tunnel Crossing, said construction to be bid as soon as design plans are complete, and all right of way and easements have been obtained by the CITY, with the construction contractor being required by the CITY to expeditiously complete the construction; and

WHEREAS, the CITY and CID wish to contract with one another "for joint services, for the provision of services, or for the joint or separate use of facilities or equipment..." Ga. Constitution Article IX, § III, ¶ I (a).

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the CITY and the CID hereby agree each with the other as follows:

1. The CID shall provide funds to design the Tunnel Crossing in an amount not to exceed \$800,000 and, within 3 months after the Effective Date, will contract with Atkins to manage the design as the CID's Program Manager for the design.

2. The CID is not a design expert and has no responsibility for the design of the Tunnel Crossing, but shall require the design contractor to indemnify and insure the CITY and CID for any claims, damages, actions, judgments, costs, penalties, liabilities, demands, request for payments, loss and/or expenses caused by the design contractor's negligent acts or omissions, or willful misconduct in the design services related to the Tunnel Crossing. This Agreement sets forth all obligations undertaken by the CID concerning the Tunnel Crossing.

3. The CITY shall endeavor to acquire the right of way necessary to construct the Tunnel

Crossing.

4. The CITY shall provide funds for right-of-way acquisition and construction of the Tunnel Crossing up to a maximum of \$7,500,000 (the "Anticipated Project Funds"), and will contract for the construction and construction management of the Tunnel Crossing. To the extent that the cost of right-of-way acquisition and construction of the Tunnel Crossing exceeds the Anticipated Project Funds, the CID and the CITY will cooperate to locate alternative funding or adjust the Tunnel Crossing project as may be appropriate.

5. The CITY shall undertake and assume all responsibilities for construction of the Tunnel Crossing and will work diligently to bid the construction as soon as design plans are complete and all right of way and easements have been obtained by the CITY, and require the construction contractor to expeditiously complete the construction, except that reference is made to Section 4 of this Agreement.

6. The CITY shall require its construction contractor to indemnify and insure the CITY and CID for any claims, damages, actions, judgments, costs, penalties, liabilities, demands, request for payments, loss and/or expenses caused by the construction contractor's negligent acts or omissions, or willful misconduct related to construction of the Tunnel Crossing.

7. This Agreement is made and entered into in FULTON COUNTY, GEORGIA, and shall be governed and construed under the laws of the State of Georgia. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties.

{Signatures on following page}

IN WITNESS WHEREOF, the CITY and the CID have caused this Agreement to be executed under seal by their duly authorized representatives.

CITY OF ALPHARETTA

BY: _____
Jim Gilvin, Mayor

Date: _____

ATTEST:

Lauren Shapiro
City Clerk

RECOMMENDED:

Pete Sewczwicz
Director of Public Works

REVIEWED AS TO LEGAL FORM:

Michael Stacy
City Attorney

**NORTH FULTON COMMUNITY
IMPROVEMENT DISTRICT**

BY: _____
Chairman

Date: _____



City Council Meeting STAFF REPORT

Submitting Department: Recreation, Parks & Cultural Services

Submitted By: Elicia Taylor

Sponsored By:

Meeting Date: February 21, 2022

I. AGENDA ITEM TITLE: CONTRACT FOR WIRE & WOOD (TALENT BUYING/MGMT; STAGE, LIGHTING & SOUND)

II. RECOMMENDATION:

Award RFP # 22-108 to RCS Productions for Wire & Wood Event Production Services, including talent buying and management services as well as stage, lighting and sound services and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: YES

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Wire & Wood (talent buying/mangament)	\$75,000
Wire & Wood (stage, sound, and lighting)	\$75,000

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

The Community Services Division of Recreation, Parks, and Cultural Services published RFP # 22-108, in partnership with the Finance Department, seeking vendor applicants for a 5-year comprehensive stage, sound, lighting and talent buying services contract for the City's annual Wire & Wood Music Festival event.

The award of this RFP # 22-108 includes sound and stage production as well as talent buying for the Wire and Wood Music Festival. The work includes, but is not limited to development of stage, sound, and lighting plan, installation and deinstallation of staging, sound, lighting, and décor, and scouting, booking, payment, and management of stage talent for the event on the second weekend in October, beginning with October 7 and 8, 2022, and continuing for a 5-year contract.

The selected vendor will work directly and closely with City staff on stage design, talent line-up, and timelines. The selected vendor will work directly and closely with the City's on-call electrical services vendor for installation, as needed.

The RFP was posted to the City and State websites on Thursday, December 2, 2021. The solicitation documents were downloaded by 27 document takers. Proposals were received on Thursday, January 6, 2022, at 10:00 AM and consisted of two (2) responses which were submitted to the evaluation committee for review and ranking. Each submission was evaluated based on the following criteria: company information (pass/fail), project team/resumes/statements of qualifications/references (35%), technical proposal/project approach/previous projects (35%), cost proposal (27%) and Alpharetta local vendor preference (3%). The resulting weighted scores, out of 100, were as follows:

1. RCS Productions 93.24 points
2. In Depth Events 62.00 points

The highest scoring firm, RCS Productions, has been working with the City of Alpharetta for many years on Wire & Wood and other events, and has done so to a high level of satisfaction. Their proposal was thorough and thoughtful, and it demonstrated the creativity, knowledge, experience, and resources necessary to continue to deliver an excellent Wire & Wood event to residents.

V. ALTERNATIVES:

VI. ATTACHMENTS:

RCS RFP Documents Combined, 22-108 Record of Receipt, Solicitation Documents



Sound & Stage Production & Talent Buying for Wire & Wood Music Festival

City Of Alpharetta RFP #22-108

Prepared by:



Crafting Quality Concerts & Events Since 1982

A. Company Information

Celebrating our 40th year, RCS Productions, has helped municipalities, corporations, and venue operators throughout the Southeast program community-driven entertainment that has attracted millions of patrons. Founded in 1982 as a seasonal production company booking concerts at Stone Mountain Park, RCS has since grown into one of the largest talent acquisition and concert production and special events companies in the South, programming and/or producing over 175 events a year.

RCS Productions executes all facets of concert & live production including staging, sound, lights, backline instrument rental, video/IMAG & stagehand staffing.

We look forward to the opportunity to bring proven talent acquisition and best-in-class production services to Alpharetta's Wire & Wood Festival. We are excited to collaborate with the City and continue to develop the best Community Singer-Songwriter event in the Southeast.

B. Business Information

Business Name: RCS Productions

Legal Name: RCS Productions & Entertainment Inc.

Business Address: 2312 Peachford Rd Ste A, Dunwoody, GA 30338

www.rcsproductions.com

C. Contact Information

Stephen Moore, CEO

Contact Mailing Address: 2312 Peachford Rd Ste A, Dunwoody, GA 30338

Contact Telephone Number:

770.306.9155 – O

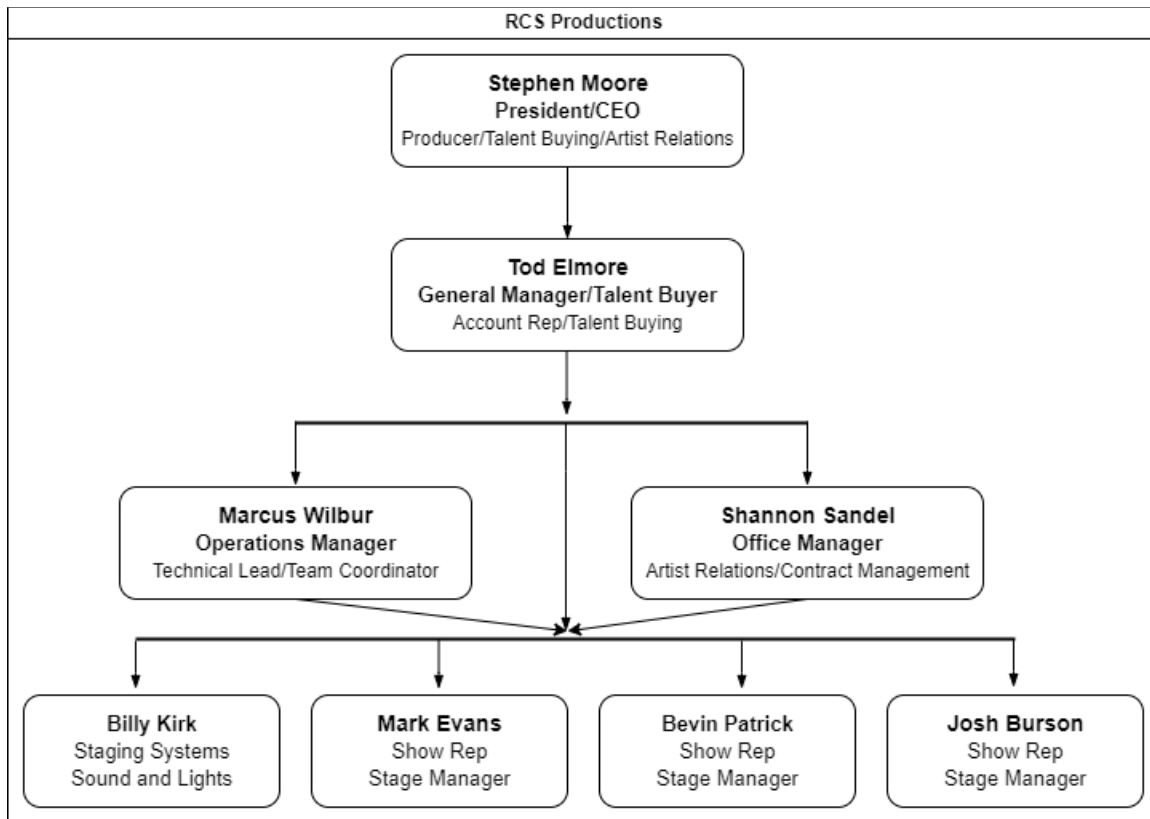
404.550.6554 - M

Contact Email: stephen@rcsproductions.com

**RFP # 22-108, Sound and Stage Production
and Talent Buying for Wire and Wood
Music Festival**

**Document 2
Project Team, Resumes/Statement of Qualification/References**

RCS Organization Chart



Team Members

CEO, Stephen Moore
Producer, Stephen Moore
Account Rep, Tod Elmore
Technical Lead, Marcus Wilbur
Talent Buyer(s), Tod Elmore and Stephen Moore
Artist Relations, Shannon Sandel

Additional Team Members

Staging Systems/Sound and Lights, Billy Kirk
Show Rep/Main Stage Manager, Mark "Tweak" Evans
Show Rep/East Stage Manager, Bevin Patrick
Show Rep/West Stage Manager, Josh Burson

Key Personnel

President/CEO, Stephen Moore

Location:	Atlanta GA
Years of Service:	25 years with RCS
Years of Experience:	34 years in the live event concert business
Accreditations:	SFEA Board Member / IFEA / IEBA / Event Safety Alliance
Availability Of Time:	As needed and warranted
Length With Project Team:	Worked on Wire and Wood project since inception along with 3 other members of the RCS team
Scheduled Obligations:	Wire & Wood is currently the only multi-day, multi-stage event in early October

Examples of Specific Experience

Brookhaven Cherry Blossom Festival

Produced both stages for the Cherry Blossom Block Party in 2021 and provided talent buying for the Locally Grown Stage

Sandy Springs City Green Live & Heritage Sandy Springs Series

Booked and produced both city series, The Heritage Series focused on cover and dance bands during the summer and the City Green Live Series, a Friday night series, focused primarily on original music with an emphasis on Regional and Local artists

30A Songwriters Festival

Create 20+ venues along Florida Highway 30A for 3 days and nights of intimate- to medium-sized venues for singer-songwriters. Provided staging, pipe & drape, audio, lighting, backline gear, techs and stagehands.

Key Personnel

General Manager/Talent Buyer, Tod Elmore

Location:	Atlanta GA
Years of Service:	New to RCS as a team member, have worked with RCS for 10 years as a vendor
Years of Experience:	21 years of live event experience, 30 years in the music industry
Accreditations:	IEBA Member, NARIP Member
Availability of Time:	As needed and warranted
Experience w/Project:	N/A
Schedule Obligations:	Wire & Wood is currently the only multi-day, multi-stage event in early October

Examples of Specific Experience

Weekend Of Jazz (www.WeekendOfJazz.com)

Co-creator of annual event celebrating 19 years in 2021. Multi-day, multi-stage festival with additional guest experiences.

Sixthman / The Rock Boat (www.TheRockBoat.com) – and other brands

Co-founder of concert/cruise festival production company which was later purchased by NCL. Conceptualized not only the logistics of creating and executing each cruise/event but also oversaw technologies to assist in guest relations, reservation management, and sponsorship execution.

City of Warner Robins Independence Day Celebration

(<https://www.facebook.com/WarnerRobinsIndependenceDayConcert/videos/570284737717242>)

Booked and produced this annual concert for the City of Warner Robins to include vetting and bidding vendors and liaising with multiple City, County, and Board of Education departments.

Key Personnel**Operations Manager, Marcus Wilbur**

Location:	Atlanta, GA
Years of Service:	2 ½ Years with RCS
Years of Experience:	20 years in different aspects of the music industry.
Time to Project:	As needed and warranted
Length With Project Team:	Worked on Wire and Wood project along with 3 other members of RCS in 2021. Worked with all members of the above team on multiple projects over the past 2 ½ years.
Scheduled Obligations:	Wire and Wood is the only scheduled multi day, multi-stage event in early October

Examples of Specific Experience:**2021 Brookhaven Cherry Blossom Festival**

Worked with the city to create and build the festival site. Was Event Coordinator for the 2-day national act multiple-stage event.

2021 Wire & Wood Songwriters Festival

Site Manager for the festival. Tasked with supervising all aspects of festival production, from pre-production & advancing with artists, through day of show execution, crew management, and load out.

2021 Villa Rica Summer Concert Series

Main point of contact for the five show concert series. Worked hand-in-hand with the city to plan, advance, and execute the successful series.

Key Personnel**Office Manager, Shannon Sandel**

Location:	Atlanta, GA
Years of Service:	7 months with RCS
Years of Experience:	11 years on multiple sides of the music industry
Time to Project:	Full-time availability for project
Length With Project Team:	Worked on Wire and Wood 2021 with members of the RCS team listed above
Scheduled Obligations:	Wire and Wood is the only scheduled multi day, multi-stage event in early October

Examples of Specific Experience:**2021 Wire & Wood Songwriters Festival**

Talent Buyer – Responsible for obtaining fresh, diverse local & regional acts. Artist Liaison – Communicated with artists on general festival information, marketing assets, & hospitality and lodging requirements for National acts. Secured artists for media appearances.

2021 Brookhaven Cherry Blossom Festival

Artist Liaison & Relations – Tasked with acquiring festival hospitality and on-site distribution along with communicating basic festival information and general availability for national and regional touring performers.

2021 RCS Show Rep

Managed dozens of shows and concert series throughout 2021. This involved understanding the city's overall vision for each event along with all the tiniest details to make an event successful.

RESUME:

Stephen Moore

2312 Peachford Road Suite A Dunwoody GA 30338

770.306.9155

stephen@rcsrproductions.com

OBJECTIVE

To continue to learn and grow in the live events arena

EXPERIENCE

RCS Productions

President / 1997 - Present

1997- 2001 - Account Executive – onboarded new event clients and worked with clients to develop near and mid-term event strategies for concert programming and overall event goals

2001-2015 - Lead Producer – Worked with existing clients to maintain and refresh current programming and identified new programming ideas and opportunities for their event or community.

2015-2022 - President – increased sales from 2 million to 3.5 million per year, developed and hired two additional full-time staff positions responsible for over 175 events per year. most of the events are outdoors.

INDUSTRY

Tennessee Festival & Event Association – Board Member/President – Founded the local state chapter of the International Festival & Event Association and worked with the Georgia Festival Event Association to merge the two state organizations into what is now the Southeast Festivals & Event Association.

Southeast Festivals & Event Association – Board Member – Joined the board in 2018. Worked on the Virtual 2021 SFEA conference

Event Safety Alliance – member / contributor to the Guide to Reopening; the guide for live events to return responsibly in 2020.

Southeast Tourism Marketing College – Professor

Instruct a course “Working with Entertainment” for 2nd & 3rd Year STS Marketing College students.

EDUCATION

1985 - Bachelor of Science in Communications – University of Tennessee Knoxville

BIO:**Tod Elmore**

2312 Peachford Road Suite A Dunwoody GA 30338

770.306.9155

tod@rcsrproductions.com

Over the course of his entertainment industry career, Tod Elmore has touched nearly every facet of the business. From frontman of his high school punk/pop band, The Proptics, to today as General Manager and Talent Buyer for RCS Productions, Elmore has a proven record of success working with concerts and festivals, artists and agencies, publishers and music supervisors, and pretty much everyone in between.

While attending Georgia State University in Atlanta, Elmore was the Promotions Director and DJ'd at the school's legendary campus radio station, Album 88, while working after classes at Atlanta's equally legendary record store chain, Turtle's. Prior to graduation, Elmore transitioned to ticketing and worked for the then locally-owned S.E.A.T.S. before their acquisition by Ticketmaster.

Elmore's first job post-college was with Atlantic Records in Atlanta where he was quickly promoted to the label's New York headquarters and ultimately ran the Alternative Promotion department, shepherding artists including Stone Temple Pilots, Tori Amos, Hootie and The Blowfish, The Lemonheads, Jewel, and countless others to mainstream success.

Returning to Atlanta and hanging his own shingle, Elmore continued working with and for labels and artists to promote and market their music and had a hand in other breakthroughs including Everlast for Tommy Boy Records, Sixpence None The Richer for Squint Entertainment, and worked with dozens of indie and unsigned artists, helping several to find their own label homes.

In the early 2000s, Elmore co-founded Sixthman; then, an artist management company and now a cruise festival company. He played the role of marketing, promotion, branding, and communication specialist on behalf of their artists and events, including what became The Rock Boat – a music festival at sea now celebrating its 22nd year. The company quickly gained traction in the concert-festival-at-sea concept and in a few short years was hosting cruises by John Mayer, Barenaked Ladies, Lynyrd Skynyrd, Emmylou Harris, and others, and was ultimately purchased by Norwegian Cruise Lines.

This lead Elmore back to artist development and management with his company, Hubbub! Music, where he was essential in finding label, publisher, and agency homes for several of his clients and nurturing his indie acts to larger audiences and success. He kept his hands in the event space, too, with his continued work with Weekend of Jazz, a 3-day festival that in 2021 celebrated its 19th year, and with the City of Warner Robins' annual Independence Day Celebration.

Elmore recently joined RCS Productions in Atlanta as General Manager and Talent Buyer where he aspires to grow the company's portfolio of clients and services. RCS is the southeast leader in acquiring and providing National and Regional talent to festivals, concert series, radio shows, corporate & other special events. The company provides complete production services including, staging, roof systems, sound, lighting and video solutions.

Elmore is also proud to serve as a Board Member for the non-profit organization, Rock By The Sea, is a regularly featured speaker at Emory University, Georgia State University, and for NARIP, and spent four years teaching the Intro to Entertainment Business and Event Marketing and Touring courses for SAE Institute in Atlanta.

RESUME

Marcus Wilbur

2312 Peachford Road Suite A Dunwoody GA 30338

770.306.9155

Marcus@rcsproductions.com

OBJECTIVE

To incorporate proven strategies with new technologies, creating the safest and most enjoyable event experience for patrons and crew.

EXPERIENCE

RCS Productions Inc. – Operations Manager and Show Rep / June 2019 – Present

Charged with managing and overseeing event's day of show success. Working and coordinating with clients, artists, & crew personnel to create a safe, rewarding, and enjoyable event for Patrons.

Office Manager / November 2019 – June 2020

Contributed to day-to-day office oversight. Managed contract lifecycles and marketing assets. Communicated with clients and other key event personnel different events run of show schedule and supplementary information.

Operations Manager / March 2021 - Present

Work with and on behalf of clients to ensure and manage technical and logistical operations succeed in making events a success.

EDUCATION

2012 – Music Management - Georgia State University

RESUME

Shannon Case Sandel

2312 Peachford Road Suite A Dunwoody GA 30338

770.306.9155

frontoffice@rcsrproductions.com

PROFICIENCIES

Word, Outlook, Excel - Customer Service - Clerical & Reception Duties - Event Planning

EXPERIENCE

2021-Present - RCS Productions

Office Manager, Local Talent Buyer

2010-2021 - Self Employed/ Musician/ Event PA

Working Musician at www.sailingtodenver.com

Business owner at www.thesandelsmusicparty.com

Live Music and Events, Contract Employee for:

Atlanta Beer and Wine Festivals, Goodfoot Productions LLC, Sweetwater 420 Festival, Van Gogh Immersive Experience, Atlanta Dogwood Festival, and more

2008-2010 USTA Atlanta – Admin. Assist/Front Desk/Office Mgr.

Responsible for organizing and preparing all aspects of bi-annual City Championships for 6+ leagues (25,000 membership)

Coordinated scheduling of office deadlines, program timelines, and calendar of events

Coordinated the production of large membership mailings (12,000 – 25,000)

Assisted with children's events for 501c3 non-profit foundation

2002-2008 Peachtree Parkway Prep - Lead Teacher (Alpharetta)

Accountable for implementing a quality early education and care program and developing positive relations with children, parents, and families

Created new activities and facilitated daily curriculum/responsibilities for my assistant staffing

2001-2002 - Crème de la Crème – Teacher/Rotator (Alpharetta)

Facilitated daily curriculum, delivered instructional design material along with assisting with counseling/support to children in my care ages six weeks to nine years old

Created new and innovative games and songs for learning

Performed administrative duties as required by management

2000-2001 - Flooring Service LLC – Sales Assistant (Atlanta)

Provided administrative/organizational support to sales staff

Provided customer service in design showroom

EDUCATION

Chattahoochee High School (1998), Georgia Southern (1998 – 2000), Georgia Perimeter (2000 – 2001)

Team Experience

RCS Production is a unique company providing both Talent Acquisition and Concert Production Services; the company produces most everything we book. This allows the team to have insight as to not only what an artist may cost to engage their performance but also keeping in mind the other costs it takes to produce that artist. It allows for overall “project budgeting”, getting in front of any project logistic challenges, and making sure artists programmed on the same stage will not only complement each other musically but also assure that they can be produced on the same stage and stay on schedule.

RCS works on many multi-stage, multi-artist events each year from Papa Joe's Banjo-B-Que BBQ in Evans, Georgia, Tunes By The Tombs at the Historic Oakland Cemetery in Atlanta, Windrock Shindig in East Tennessee and, of course, various roles at Alpharetta's Wire & Wood Songwriters Festival since inception. For each event, we work with our clients to develop yearly goals, overall budgets, particular artist or genre targets, research available and within-budget artists, submit offers, negotiate and contract, obtain marketing assets, obtain riders, plan out production services (stage sizes, PA systems, backline gear) to assure the production solution matches the budget and mission, and provide on-site representation and execution.

Location of Team

RCS is based in Dunwoody, Georgia which provides “close in” access to meetings, site visits, new venue exploratory visits, and day-of-show on site execution. If a new stage or venue location is put forward RCS can quickly respond with any logistical or budgetary issues, not to mention our intimate knowledge working events at the New Alpharetta downtown footprint.

Examples of Similar Events

Brookhaven Cherry Blossom Block Party

Team Roles:

Stephen Moore & Shannon Sandel – Talent Acquisition and Artist Relations/communications

Marcus Wilbur – Site Manager – engaged with an assortment of vendors to plan and build the site from the front of the stage backwards – on-site management to build, operate, and strike.

Mark Evans – Mainstage manager

Josh Burson – Artist Hospitality and Ground Transportation Coordinator

Scope similar to W&W:

Produced mainstage and locally grown stage from a concert production standpoint

Built “backstage” with fencing, barricade, green room trailers, power/generators, runners, catering, hospitality.

Talent Acquisition for the 2 days for the locally grown stage.

Advanced and executed everything from ground transportation to hospitality to tour merchandise sales and all on-stage technical elements of the event.

Timeline:

Due to the pause in the live event industry the event was not fully greenlit until early 2021 with the mainstage artists confirming less than 90 days out from the event. RCS consulted with the City to add a Locally Grown stage not only to support local music but also to keep the energy in place as the mainstage was turned for the next artist. The Locally Grown stage was added ~75 days out and programmed within 2 weeks.

The overall gates & performance times were solidified within 60 days of the event.

The timeline was condensed for programming and marketing. The event was the first large format music event in the Atlanta of 2021 and attendance was robust.

Budget:

The budget for the event had several changes due to the touring obligations of the headliners as they confirmed and the addition of the Locally Grown stage and a late addition video wall. RCS stayed below our final forecasted budget.

Client Relations:

RCS had several site visits as the Block Party Location was new to the event. We worked with the City and a Front Of House company to explore different layout scenarios. In the end we chose to set up the stages on the long end of the property. This allowed for both stages to be side by side and the patrons were spread out wider but not deeper creating a better crowd experience for a first-year event. RCS is contracted to provide the same services for the Cherry Blossom Festival in 2022.

Communication was timely and RCS remained flexible as different mainstage performers were discussed. We met at city hall on two occasions for pre-planning with event stakeholders and city EMC services.

Contact: Patty Hansen, City Of Brookhaven, 770-853-4720

Peachtree Corners Summer Concert Series

Team Roles:

Stephen Moore & Shannon Sandel – Talent Acquisition

Marcus Wilbur – Concert Operations – scheduled PA & Lighting Systems, backline gear for the series and advanced technically with the bands and provided on site logistics.

Tod Elmore – On-site show manager – worked with the artists and city/city contractors to execute the show from load in through load out.

Scope similar to W&W:

Worked with the city to develop a yearly event budget and provided Talent Acquisition & Production Services for the 6 show summer series. The series features a mixture of national, regional and local artists.

Advanced and executed 6 one-day summer concert series.

Timeline:

Peachtree Corners was one of the few municipalities that held socially distanced shows throughout the pandemic and started easing guidelines as the 2021 season began. The series is generally confirmed by early to mid-February with the first concert in May.

Budget:

The budget for this series has gone through some changes each year. The beautiful Town Center Park was new in 2018. The 2022 year has a larger budget with plans to feature more national artists and the return of the Night Market Concert series, a smaller series that focus will shift to local and regional original artists.

Client Relations:

The City puts forth “target” artists for us to explore and RCS makes programming suggestions so it is a true collaborative effort and the 2022 series is shaping up to be the most diverse yet.

Contact: Diana Wheeler, City of Peachtree Corners, 678-691-1204

Tunes From The Tombs

Team Roles:

Stephen Moore & Shannon Sandel – Talent Acquisition

Marcus Wilbur – Concert Operations – scheduled PA & Lighting Systems, Stages, backline gear for the event and advanced technically with the bands and provided on site logistics.

Shannon Sandel – On-site show manager – worked with the artists and city/city contractors to execute the show from load in through load out.

Scope similar to W&W:

Worked with Historic Oakland Cemetery to develop a yearly event budget and provided Talent Acquisition & Production Services for the 1–2-day festival. The festival features a mixture of national, regional and local artists on several stages (only one stage for 2021)

Programmed, advanced and executed the 2-day festival since 2018 and currently planning the 2022 program.

Timeline:

The target is to start planning and programming mid Q1 as the event takes place generally in late September each year.

Budget:

The budget is set by the Historic Oakland Foundation each year and has gone through some changes as Sponsorship remains a significant role in the events scope.

Client Relations:

Based on the budget, RCS takes the lead on putting forth headliner(s) suggestions followed by possibly 1-2 regional artists and local highlights. The event programs original music artists.

Contact: Mary Fernandez, Historic Oakland Foundation, mfernandez@oaklandcemetery.com

References

City Of Buford GA

Buford Community Center, Theater & Park, Buford GA

Buford Summer Concert Series, Buford Fall Concert

Contact: Todd Cleveland, Director, tcleveland@cityofbuford.com, 678-889-4647

City Of Woodstock GA

Northside Cherokee Amphitheater, Woodstock GA

Woodstock Summer Concert Series

Contact: Marybeth Stockdale, Special Events Coordinator, mstockdale@woodstockga.gov, 770-592-6000 x1952

City Of Brookhaven GA

Blackburn Park, Brookhaven GA

Brookhaven Cherry Blossom Festival / Holiday Lighting

Contact: Mallory Izbicki, Special Events Coordinator, Mallory.Izbicki@BrookhavenGA.gov, 404-637-0734

**RFP # 22-108, Sound and Stage Production
and Talent Buying for Wire and Wood
Music Festival**

**Document 3
Technical Proposal & Project Approach**

Explain how the project team will approach this project.

In coordination and collaboration with City staff, RCS will execute the project with these goals in mind; (1) Artist acquisition based on desired acts and budget, (2) Production fulfillment based on selected Artist's needs, (3) Complete all necessary contracting and permitting, (4) Manage budget to include artist deposits, (5) Consult and Advise on site, security, and vendor planning, (6) Build team to execute the event, (7) Manage week-of-and day-of- show logistics, to include scheduling artists for any media appearances (8) Perform real-time, on-site assessment of the event as it happens and direct and/or delegate as needed to meet project success, and (9) Provide post-event summary.

Discuss how the team will approach the project within a City's proposed budget.

With artists commanding top dollar we will work to leverage our relationships with agencies to negotiate the best possible performance rate and to mitigate, where possible, any requested add-ons. Headline acts typically account for more than half of the overall talent budget so we will work to secure those artists first and build the rest of the roster with remaining funds.

Similarly, we will work with our production partners to identify any show demands not forecasted and work to solve for those in the most efficient and cost-effective manner.

Comment on how the team will manage interaction with city staff and potential partnered companies.

RCS prides itself on clear, concise, and timely communication with our clients and will avail ourselves as needed to interact with the City and all event participants. Generally, an in-person (or video call) meeting is desired to define project goals and timelines to be followed by conference calls as needed to communicate updates and meetings at strategic milestones. On-site, RCS is hands-on with all stakeholders to achieve maximum success.

Provide sample project timeline for the event.

Upon being awarded the project, RCS will immediately turn our sites to identifying headline acts for the event and securing production resources. Our ongoing work in the field provides a constant knowledge of artists that are actively touring during the event window. The stated timelines of March 1 and April 1 are reasonable and attainable. For each milestone below, the presumption is that we continue our work in all other areas.

Immediately upon award: Create list of desirable acts and work to secure production resources.

March 1: Mutually agree on target artists for event and submit offers.

April 1: Confirm headline artists and work to build complete roster of acts.

May 1: Confirm support artists, compile marketing assets.

June 1: Finalize artist contracts.

July 1: Build performance schedule to with consideration to sound bleed, genre, band size, etc.

August 1: Begin Advance outreach to address any travel and lodging needs

September 1: Finalize site plan and build logistics schedule

October: EXECUTE!

Discuss team organization, logical sequence of work, staff coordination, quality control, value engineering, life cycle costing, energy efficient design, maintenance considerations, and other critical project components.

The RCS team has defined but collaborative roles allowing each member to have a holistic view of the project. As outlined in our Company Flowchart, Stephen Moore oversees the entire operation and Tod Elmore will act as the direct account rep. All members are engaged with production and show reps. Our lean operation provides maximum efficiencies with a high level of oversight and quality control. Our third-party vendors are fully vetted and uphold the highest standards in their respective fields. Production and other hard assets are regularly and properly maintained.

Explain why the Respondent's project approach is the most beneficial for our City. What are the specific reasons why the Respondent's approach will be successful, efficient, and cost effective?

The essence of live music begins with the music and lyrics, and we covet our part in helping the artist connect via their craft in intimate and near intimate settings with well thought out programming, stage scheduling, and venue appropriate production service solutions to help create those special performances.

We will work with the city stakeholders and examine how many event veteran artists we wish to return - we do recommend at least a few each year - however new artists help keep the event fresh and allow for marketing and promoting opportunities.

Having been involved in different capacity since the inception of Wire & Wood, a deep knowledge of the event history and development as well as the venue spaces allows RCS Productions to build on past successes to make the future of the event assured and fresh.

Explain the safety plan and stage safety measures that will be taken to ensure the safety of artists, event patrons, and the general public.

RCS follows ESA industry standards in building our stages – over 2 ft high we provide handrail on 1-3 sides. We also delineate stage edges with bright gaff tape. Each stage system has a fire extinguisher, and stage systems have first aid kits in the work box.

RCS is a member and attends the Event Safety Alliance Summit each year. The alliance provides information, guidance and discussion on everything from stage rigging best practices, crowd dynamics, bad actor scenarios, industry health, to severe weather issues and welcomes the opportunity to discuss event safety trends with local safety stakeholders. Throughout the pandemic, RCS has stayed abreast of industry best practices in presenting live music.

RCS subscribes to “Weather Ops” (WO), the leading special event and sport weather reporting service. A subscription service, WO, allows RCS to enter the address, dates, and times of the event into the system and it keeps our on-the-ground team aware of any upcoming weather threats before they are critical. The system sends text alerts, and the Norman, OK-based team also proactively calls to alert or talk through any significant weather upcoming incidents so we can share that assessment with the event stakeholders which allows us to make informed, timely operational and safety decisions.

RCS will hold a safety brief for our internal team prior to event execution.

Provide a plan and budget for account for crew meals or meal buyouts, and fulfill negotiated hospitality room riders within the stated budget.

RCS proactively crafts offers to artists with explanation of hospitality in advance.

National headliners – Dinner or Lunch and Dinner buyout is provided:

\$12-15pp for lunch \$20-25.00 for dinner.

Provide a green room tent or other facility at or near the mainstage – communicate festival snacks and refreshments are provided. Discuss “must have” items on a per artist basis.

Local and Regional artists – Provide coolers at each stage with liquid refreshments

RCS Team and local crew – as our crews generally work through meal breaks; our approach is to identify a local restaurant or meal source (ie: Publix sandwich platter, Chic Fil A boxed lunches) and deliver these to them, this is generally more cost effective and time efficient than a walk away meal per diem.

Examples of Previous Projects.

For each of the projects below, RCS provides similar services to include;

Talent Buying

Production Services

Budget Management

Contracting and Permitting

Asset Management

Site design/layout consulting/activation

Artist/Sponsor/Vendor Relations

On-site execution

Post-event summary

Brookhaven Cherry Blossom Festival – multi-day, multi-stage municipal event (* RCS provided talent buying for the Locally Grown State)

30A Songwriters Festival – consult on talent buying and create over 20 live singer-songwriter venues along historic HWY 30A plus produce the mainstage at Grand Boulevard

Sandy Springs City Green Live – multi-date municipal summer concert series

Smyrna Summer Concert Series – multi-date municipal summer concert series

Woodstock Summer Concert Series – multi-date municipal summer concert series

Warner Robins Independence Day Celebration – annual municipal event including fireworks

**RFP # 22-108, Sound and Stage Production
and Talent Buying for Wire and Wood
Music Festival**

**Document 4
Value Add Items, Calendar of Obligated Events for 2022**

Value Add Items:

RCS Productions through our production partners can add mobile stages or modify the size of the mainstage if an artist warranted a larger performance space or if the event grew and demanded another mobile stage or additional staging requirements.

Weather Ops Event Weather Subscription service

Extension Ladders for hanging any soft goods or backdrops

Suite of Coolers for the stages/refreshments

Pop up tents for check in and or parking lot attendant

Ground Transportation and or runners and vehicles if warranted for any artist

Network of other event-type vendors including fireworks providers, drone shows, comedians, DJs, silent disco, and other non-music entertainment.



Calendar of Obligated Events for 2022:

 RCS Productions, Inc.			
RCS Productions 2022 Calendar of Obligated Events			
Event Name:	Dates:	Event Name:	Dates:
30A Music Festival	Jan 14-17, 2022	Pigeon Forge Patriot Festival	Jul 4, 2022
MLK Day Drive In	Jan 17, 2022	Powder Springs 4th of July Celebration	Jul 4, 2022
Eyers Theater	Jan 28, 2022	Marietta 4th of July Celebration	Jul 4, 2022
Douglasville Bday Bash	Feb 25, 2022	Chamblee 4th of July Celebration	Jul 4, 2022
Brookhaven Cherry Blossom Festival	Mar 26-27, 2022	Sandy Springs 4th of July Celebration	Jul 4, 2022
Vidalia Onion Festival	Apr 22-23, 2022	Douglasville Wed Wind Down Concert Series	Jul 6, 2022
International Night Market	Apr 22, 2022	Roswell Music on the Hill	Jul 8, 2022
Windrock ATV	Apr 23, 2022	Swansea Food Truck Fridays	Jul 8, 2022
The Frederick Brown Jr Amphitheater	Apr 23, 2022	Peachtree Corners Night Music Concert Series	Jul 9, 2022
Dallas Summer Concert Series	Apr 23, 2022	Villa Rica Summer Concert Series	Jul 9, 2022
Johns Creek International Festival	Apr 23, 2022	Concerts by the Springs	Jul 10, 2022
Villa Rica Summer Concert Series	Apr 30, 2022	City Green Live	Jul 15, 2022
Douglasville Wed Wind Down	May 4, 2022	Smyrna Summer Concert Series	Jul 16, 2022
Johns Creek	May 6, 2022	The Frederick Brown Jr Amphitheater	Jul 23, 2022
The Frederick Brown Jr Amphitheater	May 7, 2022	Powder Springs Summer Concert Series	Jul 23, 2022
Buford	May 7, 2022	Buford Summer Concert Series	Jul 23, 2022
Concerts by the Springs	May 8, 2022	Atlanta Botanical Garden Summer Concert Series	Jul 29, 2022
The Frederick Brown Jr Amphitheater	May 13, 2022	City Green Live	Jul 29, 2022
City Green Live	May 13, 2022	The Frederick Brown Jr Amphitheater	Jul 30, 2022
Woodstock Summer Concert Series	May 14, 2022	Peachtree Corners Summer Concert Series	Jul 30, 2022
Peachtree Corners Night Music Concert Series	May 14, 2022	Douglasville Wed Wind Down Concert Series	Aug 3, 2022
City Green Live	May 27, 2022	Swansea Food Truck Fridays	Aug 5, 2022
Peachtree Corners Summer Concert Series	May 28, 2022	Villa Rica Summer Concert Series	Aug 6, 2022
Douglasville Wed Wind Down Concert Series	Jun 1, 2022	Johns Creek Summer Concert Series	Aug 6, 2022
Johns Creek Summer Concert Series	Jun 3, 2022	Concerts by the Springs	Aug 7, 2022
Swansea Food Truck Fridays	Jun 3, 2022	Roswell Music on the Hill	Aug 12, 2022
The Frederick Brown Jr Amphitheater	Jun 4, 2022	Peachtree Corners Night Music Concert Series	Aug 13, 2022
Villa Rica Summer Concert Series	Jun 4, 2022	The Frederick Brown Jr Amphitheater	Aug 20, 2022
Liburni Rock The Park Concert Series	Jun 4, 2022	Peachtree Corners Summer Concert Series	Aug 27, 2022
Brew Moon Festival	Jun 4, 2022	Powder Springs Summer Concert Series	Aug 27, 2022
Concerts by the Springs	Jun 5, 2022	Johns Creek Summer Concert Series	Sep 3, 2022
City Green Live	Jun 10, 2022	Villa Rica Summer Concert Series	Sep 9, 2022
Roswell Music on the Hill	Jun 10, 2022	Roswell Music on the Hill	Sep 9, 2022
Woodstock Summer Concert Series	Jun 11, 2022	TN Valley Fair	Sep 9-18, 2022
Peachtree Corners Night Music Concert Series	Jun 11, 2022	Acworth Pizza & Pints	Sep 10, 2022
Smyrna Summer Concert Series	Jun 11, 2022	Woodstock Summer Concert Series	Sep 10, 2022
The Frederick Brown Jr Amphitheater	Jun 11, 2022	Peachtree Corners Night Music Concert Series	Sep 10, 2022
Buford Summer Concert Series	Jun 18, 2022	The Frederick Brown Jr Amphitheater	Sep 10, 2022
City Green Live	Jun 24, 2022	Concerts by the Springs	Sep 11, 2022
Peachtree Corners Summer Concert Series	Jun 25, 2022	North GA State Fair	Sep 22-2, 2022
Powder Springs Summer Concert Series	Jun 25, 2022	Peachtree Corners Summer Concert Series	Sep 24, 2022
Villa Rica Summer Concert Series	Jun 25, 2022	Johns Creek Summer Concert Series	Oct 1, 2022
Johns Creek 4th of July Celebration	Jul 1, 2022	Peachtree Corners Summer Concert Series	Oct 22, 2022
Bainbridge Rivertown Days Festival	Jul 4, 2022		



RFP 22-108, Sound and Stage Production and Talent Buying for Wire and Wood Music Festival

Submissions / Record of Receipt Only

Supplier	Date Submitted	Name	Email	Confirmation Code
In Depth Events	Jan 04, 2022 12:39 PM EST	Robert Chapman	bids@indepth.events	MTgyNTUw
RCS Productions	Jan 05, 2022 8:33 PM EST	Stephen Moore	stephen@rcsproductions.com	MTgyOTE1

CITY OF ALPHARETTA REQUEST FOR PROPOSALS (RFP)

RFP Number: 22-108

RFP Title: Sound and Stage Production and Talent Buying
for Wire and Wood Music Festival



RFP SCOPE OF WORK & PROPOSAL SUBMISSION

1. RFP Period of No Communication

The no communication period starts on the issue date of this RFP December 2, 2021 and lasts until the City Council meeting for contract award recommendation (or until contract award if this isn't required to go before council for approval).

Any person or company, their employees, representatives, agents, attorneys, etc. must not contact the City's elected officials or any City staff concerning this RFP.

Contacting anyone other than the Procurement Agent named below for this RFP during this time will be reason to remove a proposal from review.

2. Procurement Agent, Single Point of Contact

Abby Shipp is the Procurement Agent and Single Point of Contact for this RFP and is the only contact representing the City for this RFP.

Enter all questions or comments using Opportunity Q&A tab at the Bonfire project web page. Abby can be reached at 678-297-6052 or purchasing@alpharetta.ga.us.

City of Alpharetta
2 Park Plaza
Alpharetta, GA 30009
Attn: Abby Shipp, Procurement Agent

3. RFP Schedule of Events

1. **Proposal Close Date, Deadline for Submissions: January 6, 2022 10:00 AM.** We may change this date during the RFP process. We will post any change in an addendum. Review web page for addenda.
2. Link to Bonfire Project Web Page: <https://cityofalpharetta.bonfirehub.com/>
3. This project web page has the important dates and all project documents for this RFP.
4. Enter all questions, comments, requests for information before the Questions Due Date using ☒ **Message – Opportunity Q&A** at the project web page.
5. In each question, clearly tell the RFP document and section that is in question.
6. We will share any changes or added information from the City by a written addendum. We will make the information available to the public on the project web page.
7. It is your responsibility to check the project web page for any addenda, other information, or other messages before finally uploading a proposal. You must respond using any updated information.

Scope of Work and Proposal Submission

4. Our Review of Proposals and Review Criteria:

1. The City will make investigations as we feel necessary to make sure of the Offeror's ability to provide the supplies or perform the work or services detailed in this RFP.
2. We will first review all proposals to be sure that proposal have basic requirements and information.
3. Some scoring may simply be Pass/Fail. Any proposal that Fails any part or section that is needed will be removed from further review and scoring.
4. The Review Team will only get correct proposals for review and scoring. Proposals will be scored based on the evaluation criteria below. We may consider accepted industry standards. We may compare all proposals to each other for price, quality, quantity, contract terms, etc. We will use this review and scoring to decide the top-scoring proposal[s] and the best value for our City.
5. The Review Team may decide to create a shortlist of the top-scoring proposals. If so, the shortlisted firms may be invited for a presentation or interview with us; may be asked to set-up a site visit; or may be asked to supply more information for review. We may ask for discussion, negotiation, or a "best and final offer" to finally decide the highest-scoring proposal.
6. We will review and score each proposal using the criteria and percentage weights below:
 - a. Cover letter, business profile, and business information is required but not scored.
 - b. Required Forms are Pass/Fail.
 - c. Contact information and Contact for Legal Notices/Contract are required but are not scored.
 - d. DUNS number is not scored.
 - e. Questionnaire scoring will depend on information requested. Some questionnaire responses will be information only, while others may be pass fail such as addendum acknowledgement.

Evaluation Criteria	Maximum Points
Project Team, Resumes, Statements of Qualifications, References	35
Technical Proposal, Project Approach, Previous Projects	35
Cost Proposal	27
Local Vendor Preference	3
Total Maximum point score	100

WHAT WE WANT TO DO

1. General Description

The City of Alpharetta is requesting proposals from qualified firms to provide sound and stage production as well as talent buying for the Wire and Wood Music Festival. The work includes, but is not limited to:

- Development of stage, sound, and lighting plan,
- Installation and deinstallation of staging, sound, lighting, and décor, and
- Scouting, booking, payment, and management of stage talent for the event.

One full-house company or proposed partnered companies is preferred. This contract may be awarded to multiple contractors if it is in the best interest of the City. The goal of this procurement is to issue a five year contract to the awarded contractor(s).

Additional events may be added on a task order basis at an amount agreed to by the Respondent and the City of Alpharetta. All events are rain or shine.

2. Scope of Work

The proposed work is for Wire and Wood Music Festival, which takes place in downtown Alpharetta on the second weekend (Friday and Saturday) in October from 5 pm – 11 pm.

The scope of this work includes the stage, sound, and lighting plan, build, installation/de-installation, as well as the talent buying and management for the Wire and Wood Music Festival event. Timely communication with the City and other partners is essential to the success of the event.

The budget request for the stage, sound, and lighting portion of the work is not to exceed \$40,000 in calendar year 2022 (fiscal year 2023). The budget request for the talent buying and management portion of the work is not to exceed \$75,000 in 2022 (fiscal year 2023), with the talent buying fees not to exceed 10% of the total talent buying budget. The vendor will be responsible for paying for talent. These amounts are subject to budgetary final approval and subject to change.

The event dates and times are subject to change. Additional events may be added on a task order basis at an amount agreed to by the Respondent and the City of Alpharetta. All events are rain or shine.

STAGE, SOUND & LIGHTING

The stage, sound, and lighting portion of the work includes, but is not limited to, building six (6) outdoor stages/stage decks, developing a timeline for installation and deinstallation, and determining, providing, and operating the type and amount of equipment needed based on the

Scope of Work and Proposal Submission

artists/talent booked for each stage. All setup must meet industry safety standards and comply with City of Alpharetta Code for temporary structures. The total number of stages and equipment needs may vary each year of the contract. The specifics outlined below are based on the equipment provided in 2021 and may vary each year.

Stage 1 - Main on Milton Stage Specifications

- Stageline 100 24x24 ft mobile stage unit
- Two (2) 4x8 ft sound wings
- 8x8 drum riser
- One (1) Stage Tech
- Header banner and side scrims package
- Handrail
- Stairs
- Skirt
- L'Acoustic DV Dosc Line Array or compatible active 3- or 4-way line array capable of being flown from SL 100 mobile stage unit
- 32-channel minimum professional concert grade FOH mixing console capable
- FOH processing placed in a discreet location not to obstruct the viewing public
- Festival microphone, stand, DI, cabling package to support three to eight (3-8) musicians
- 32-channel minimum professional grade mixing console for onstage monitors
- Six (6) matching bi-amped monitors plus a drum box
- Sixteen (16_ [PAR 56 or 64] instruments or compatible LED fixtures capable of a 3-color stage wash with cabling, dimming and light control board

Stage 2 - Town Green Stage Specifications

- 18x24 ft Saddle Span Band Shell tent
- 16x20" stage deck
- Piping for 8x8 ft 70/30 blow through backdrop
- Handrail
- Stairs
- Skirt
- Concert grade active 3-way PA - Two (2) mid hi boxes over one (1) sub box per side
- Four (4) matching bi-amped, on-stage monitors
- 24-channel (minimum) professional grade mixing board capable of 4 on stage mixers
- Microphone, stand, DI, cabling to support three to five (3-5) musicians
- Dimmable eight (8) instrument, two (2) tree lighting solution
- Four (4) back wall wash light instruments
- Lighting control board

Stage 3 - Brooke Street Park Stage Specifications

- 8x8 drum riser
- Concert grade active 3-way PA - Two (2) mid hi boxes over two (2) sub boxes per side
- Four (4) matching bi-amped, on-stage monitors
- 32-channel minimum professional concert grade FOH mixing console capable
- Festival microphone, stand, DI, cabling package to support three to six (3 - 6) musicians

Scope of Work and Proposal Submission

- Two (2) stand up bases, four (4) back wall wash light instruments, and four (4) rear up lights with dimming/control capabilities

Stage 4 – Formal Garden Stage Specifications

- 12x8 ft Stage
- Full range speakers on stands
- Skirt
- Four (4) matching bi-amped on stage monitors
- 24-channel (minimum) professional grade mixing board capable of 4 on stage mixes
- Microphone, stand, DI, cabling to support three to five (3-5) musicians
- Mixing board
- Dimmable eight (8) instrument, two (2) tree lighting solution, lighting board

Stage 5 – Canton Street Stage Specifications

- 8x8 ft stage deck
- Powered full range PA on stand
- Skirt
- Two (2) speakers
- Two (2) monitors
- One (1) mixer
- Two (2) DI's
- Two (2) microphones & microphone stands

Stage 6 – Market Street Park Stage Specifications

- 8x8 ft stage deck
- Powered full range PA on stand
- Skirt
- Two (2) speakers
- Two (2) monitors
- One (1) mixer
- Two (2) DI's
- Two (2) microphones & microphone stands

Personnel & Trucking:

- One (1) Main Stage Audio Lead
- One (1) Main Stage Audio 2
- One (1) Main Stage Lighting Tech
- One (1) Stage 2 Systems Tech
- One (1) Stage 2 Systems Tech Assistant (A2)
- One (1) Stage 3 Systems Tech
- One (1) Stage 3 Systems Tech Assistant (A2)
- One (1) Stage 4 Systems Tech
- One (1) Stage 5 Systems Tech
- One (1) Production Services Supervisor
- Three (3) Stage Managers

Scope of Work and Proposal Submission

- One (1) Artist Liaison/Parking Lot Lead
- Twelve (12) Stagehands
- Trucking

Catering for all crew meals must be outlined in cost proposal.

TALENT BUYING

The Wire and Wood Music Festival's goal is to showcase local and regional music talent that writes and performs their own original work, raise awareness about the importance of music, and highlight the many facets of the music community. Wire and Wood is part of Alpharetta's initiative to bring more music to the community and make it "Alpharetta Music City."

In an effort to work toward this goal, Wire and Wood has six main stages where regional and national talent, as well as some well-known local musicians, perform for the community. In addition, the local businesses open their doors for up-and-coming local artists to perform in "Music Match" performances.

The selected vendor must consider and adhere to the following when scouting, booking and managing talent to perform at the Wire and Wood music festival:

- Wire and Wood Main Stage Performance Considerations
 - o Operate within the City's talent budget, including talent buying fees, (\$75,000 budget request for calendar year 2022 and subject to final budgetary approval) to program outdoor stages with 2-4 performances on each stage, each day of the festival
 - o Talent buying fees must not exceed 10% of the talent buying budget.
 - o For the 1st year, the list of recommended headliners must be submitted to Community Services Division for review by March 1, 2022, with top selection secured by April 1, 2022. For future years, list of recommended headliners must be submitted to Community Services Division for review by mid-December with top selection secured by mid-January.
- Music Match Performance Considerations
 - o Operate within the City's Music Match talent budget, including talent buying fees, of \$10,000 to program local, up and coming musicians for up to (15 - 20) venues.
 - o Talent buying fees must not exceed 10% of the talent buying budget.
 - o Book and pay Music Match performers for downtown businesses with respect to venue availability, genre request, and space provided.
 - o Communicate logistics and contacts for Music Match with the event management team for load in and load out of artists.
- Wire and Wood Main Stages and Music Match Performances
 - o Talent buyers will schedule musicians with consideration to sound bleed, genre, band size, popularity, and availability.

Scope of Work and Proposal Submission

- o Performances must have entertaining, diverse, and family-friendly content, showcasing artists' original music.
- o All supporting acts booked by May 30, or following Monday, with press kits and assets submitted to marketing teams by June 15, or following Monday.
- o Talent buyer will negotiate and sign contractual agreements with all artists and/or agencies, with prior approval from the event management and City teams regarding, but not limited to, the following:
 - Merchandise sales locations
 - Hotel rooms for headliners and top bill artists
 - Use of press kit materials and announcement timelines
 - Media availability, including interviews for articles and TV appearances
- o Plan for the meal buyouts & hospitality room riders must be outlined in response.
- o Talent buyer will manage timely payment of deposits and balances to talent; provide summary sheet of all artist payments to City including name, date/time of service provided, amount, method of payment, and date(s) of payment(s).
- o Manage artist check-in and transportation to stage locations day-of festival.

FOLLOW THIS OUTLINE

How We Want You to Construct Your Proposal

1. Using Bonfire to Submit Proposal

- 1.1. This is the link to Bonfire Project Web Page to get our documents and to upload your proposal: <https://cityofalpharetta.bonfirehub.com/>
- 1.2. We are accepting all proposals by online response only. You must upload completed proposals online before the closing date and time found in Project Details of the project web page for this RFP.
- 1.3. Don't send proposals by mail, fax, or email. We will not accept paper copy proposals. We will not accept any proposals after the closing time deadline has passed.
- 1.4. You have not completed your response simply by uploading proposal documents and information. You must successfully upload all the required documents, including filling out any questionnaires, price sheets, or data requests, and then you must click the submit button before the closing time.
- 1.5. You will receive an email confirmation receipt with a unique confirmation number shortly after you complete your proposal upload. This confirms that you have successfully turned in your proposal with all required information.
- 1.6. You can update your proposal at any time until the closing time.
- 1.7. All uploaded items and responses are Sealed and will only be visible by the City after the closing time has passed.

Scope of Work and Proposal Submission

- 1.8. If the file is 'mandatory' or 'required', you won't be able to complete your proposal until you have met all requirements.
- 1.9. Uploading large documents may take more time, depending on the size of the file(s) and your Internet connection speed.
- 1.10. Pay attention to the type and number of files we have asked you to upload.
- 1.11. The largest upload file size is 1000 MB.
- 1.12. Don't embed any documents within your uploaded files. They won't be accessible or evaluated.
- 1.13. Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Java Script must be enabled.

2. Required Proposal Document Formats

- ❖ Each proposal must follow these document formats.
 - Failure to follow these formats will reduce our review team's ability to evaluate and will result in a lower proposal score or in complete removal of a proposal from scoring.
 - Format your documents using this outline:
 - ☐ formatted to single space lines,
 - ☐ 10 to 12-point font size,
 - ☐ black font color, and
 - ☐ upload proposal in PDF format.

DOCUMENT 1 Title: Company Information 0 Points

- This document must be no more than two (2) pages,
- Each section below will make up the Company Information document. This document must be in the following order:
 - A. **Cover Letter with Brief Business Profile**, length of time in business, and a summary describing company strong points and why your experience with similar projects will benefit the City.
 - B. **Business information**, including name and home office address. If another office address oversees work of this project, add that address information too.
 - C. **Contact**, one person to be the single point of contact for this proposal. All communication with the City will be with this person. Supply the following contact information in the proposal:
 - Name, including business title and preferred personal/honorific title (Mr. Ms. Dr. etc.)
 - mailing address,
 - telephone number, cell phone number, and
 - e-mail address.

**DOCUMENT 2 Title: Project Team, Resumes / Statements of Qualification,
References 35 Points**

- This document must be no more than twelve (12) pages.

D. Project Team, Resumes/Statement of Qualification

- Provide an organizational chart for the project team.
- Identify the following team members:
 - Chief Executive Officer
 - Producer
 - Account Representative
 - Lead Technician(s)
 - Talent Buyer/ Artist Management Personnel
 - Other Key Personnel
- For each individual listed above, answer the following questions. Please use a separate page for each team member.
 - Where is this individual located?
 - How long has this individual been employed by the respondent?
 - Years of experience?
 - Licenses or accreditation?
 - What is the availability of this individual to devote time to the project?
 - What is this individual's length of experience with the project team?
 - What are the scheduled obligations with other production/talent buying events for this same time period?.
 - Give 3 examples of specific experience relevant to this project.
- Provide one page resumes for all key personnel listed in Document 2 ii.
- Describe the team's previous experience in providing production and talent buying services.
- Discuss how the location of the respondent and project staff will impact the project schedule, the coordination with the City's staff, and the project budget.
- Provide three examples of similar events that the team has executed. For each example:
 - Identify the specific role of the team members.
 - Discuss the scope of the referenced event in comparison to this event.
 - Discuss the forecasted schedule vs. actual performance.
 - Discuss the forecasted budget vs. actual performance, including change orders.
 - Discuss the relationship with the client and provide a reference name, and telephone number.

E. References.

Supply at least three references for work or services like the project in this RFP (don't include the City of Alpharetta). These references must be for work or services provided within the last three years.

Scope of Work and Proposal Submission

NOTE: We contact references to verify your ability to do the work. We also reserve the right to use any information or other references to decide your ability to perform the work in this RFP. Poor references from any source are grounds to disqualify a proposal.

DOCUMENT 3 Title: Technical Proposal, Project Approach 35 Points

- This document must be no more than ten (10) pages,
 - A. **Project Approach**
 - i. Explain how the project team will approach this project.
 - ii. Discuss how the team will approach the project within a City's proposed budget.
 - iii. Comment on how the team will manage interaction with City staff and potential partnered companies.
 - iv. Provide sample project timeline for the event.
 - v. Discuss team organization, logical sequence of work, staff coordination, quality control, value engineering, life cycle costing, energy efficient design, maintenance considerations, and other critical project components.
 - vi. Explain why the Respondent's project approach is the most beneficial for our City. What are the specific reasons why the Respondent's approach will be successful, efficient, and cost effective?
 - vii. Explain the safety plan and stage safety measures that will be taken to ensure the safety of artists, event patrons, and the general public.
 - viii. Provide a plan and budget for account for crew meals or meal buyouts, and fulfill negotiated hospitality room riders within the stated budget.
 - B. **Examples of Previous Projects.** Keep this section to projects that are like our request in this RFP. Include no more than six (6) examples.

DOCUMENT 4 Title: Value Add Items, Calendar of Obligated Events for 2022 0 Points

- This document must be no more than five (5) pages,
 - A. **Value Add Items.**
 - i. Include a listing of sound and stage equipment beyond those items listed in the Scope of Work to demonstrate your flexibility to meet the needs of the event should the event be modified.
 - B. **Calendar of Obligated Events for 2022.**
 - i. Provide a schedule of obligated events for 2022.

Cost Proposal 27 Points

A cost proposal form is provided separately in Excel format and must be completed with each proposal.

Forms:

- We have provided a document file with three required forms and one optional form.
- Below are the forms for all proposals:

A. IRS Form W-9**B. Bidder's Disclosures and Certifications****C. E-Verify (Affidavit Verifying Contractor Participation in Federal Work Authorization Program)**

- ❖ *E-Verify side note:* Companies return this form to us incorrectly more often than anything else we request in our RFPs.
- ❖ Top mistakes include wrong number or missing information.
- ❖ State of Georgia law requires that we have this completed form before we can review a bid or proposal.
- ❖ A form with errors doesn't fulfill this requirement.

- ⊗ No A,B,Cs.
- ⊗ It's different from your Tax ID, Employer Identification, or Social Security Number.
- ⊗ It won't have a combination of letters and numbers.
- Date of Authorization – this is when you first signed up and got the E-verify number.
- Name of Contractor – your company
- Name of Project – Same as RFP title
- Date, City, and State – when and where this form was signed
- Signature of Authorized Officer or Agent – to be signed
- Printed Name and Title of Authorized Officer or Agent – the person that signed the form.
- Notarized with seal

D. Local Vendor Preference application is not a required document. 3 Points

Scope of Work and Proposal Submission

Only if your company fits the requirements for a City of Alpharetta Local Vendor, provide the completed application along with all requested information/documents.

3. Other Required Information

Questionnaire

We use a questionnaire to gather important information needed for legal requirements, your acknowledgements, our proposal review, or information needed for writing a contract.

Some questions may require your answers about the work we have described in this RFP.

You will fill out the questionnaire provided. There is no other form or document to upload.

Information requests and response types are as follows:

- Addenda Acknowledgement, enter the number of addenda received: Response Type: 0, 1, 2, etc.
- Authorized signer for contract execution in DocuSign: Name, business title, email address, Response Type: Response Type: text entry.
- Contact for legal notices-needed for contracting: Business name and mailing address, contact name, Response Type: text entry.
- DUNS Number, Response Type: number entry.
- Acknowledgement of Contract and T&C review, Response Type: Yes, No entry.
- Insurance Requirement Acknowledgement, Response Type: Yes, No entry.
- Note any Exceptions to Contract T&Cs, Response Type: text entry.

CITY OF ALPHARETTA REQUEST FOR PROPOSALS (RFP)

RFP Number: 22-108

RFP Title: Sound and Stage Production and Talent Buying
for Wire and Wood Music Festival



INFORMATION AND CONTRACT TERMS & CONDITIONS

RFP Information

1. Offeror Acknowledgement

By submitting a Proposal for this request, the authorized signer and represented firm have read, understand, and agree to information within this RFP's documents including all required and informational documents, files, and forms posted to the Bonfire project webpage for this RFP. These documents make up the RFP. They will become part of any contract that may be awarded because of responses to this RFP.

By sending a Proposal, the Offeror acknowledges and agrees that:

- a. The Offeror has carefully examined and fully understands the conditions and requirements of any proposed Work within this RFP.
- b. The Offeror acknowledges that they completed a personal examination of the site of the proposed work (if applicable).
- c. The Offeror is satisfied with the actual conditions and requirements of the proposed Work.

Acknowledging these statements, the Offeror proposes and agrees that if the Offeror's proposal is accepted, the Offeror will contract with the City in full agreement with the Contract Documents.

2. City's Authority and Right to Investigate

This procurement is issued under the authority of the City of Alpharetta's Procurement Policy, also following State of Georgia and Federal applicable laws. The City has the right to reject all bids or proposals, to reject any bid or proposal that has not followed or met the City's scope of work or specifications (non-responsive), or reject any bid or proposal that shows that a bidder cannot meet one or more of the requirements (non-responsibility). The City has the right to ignore unimportant mistakes that do not affect the work or service to be provided, the purchase of requested item(s), or proposal pricing in order to award a contract that is in the best interest of the City.

The City may make such investigations as considered necessary to determine the ability of the Offeror to provide the supplies and/or perform the services specified.

Contract Draft

It is the intent of the City to execute a contract with the successful Offeror for the sound and stage production and talent buying for Wire and Wood Music Festival. By replying to this RFP, Offerors confirm review and agreement with these contract terms and conditions language and with contractual references in the other publicly posted RFP 22-108 documents.

If an Offeror has any exceptions to the contract provisions, please include your requested revisions in the Requested Information section or Questionnaire for the RFP.

BEGIN DRAFTCITY OF ALPHARETTA
STANDARD CONTRACT FOR SERVICES

This Contract for Services for the City of Alpharetta is made and entered into and is effective upon execution, by and between [contractor], a [company type] with its principal office located at [contractor address] (the "Contractor") and the City of Alpharetta, a municipal corporation of the State of Georgia (the "City").

1. Contract Documents. The Contract Documents consist of this Contract, the City's Request for Proposal dated December 2, 2021 (the "RFP"), including any addenda thereto, and the Contractor's Proposal dated January 6, 2022 (the "Proposal"), all of which collectively are incorporated herein by reference (collectively, the "Contract Documents"). In the event of any conflict in the Contract Documents, the provisions and requirements set forth in this Contract will govern; provided however, to the extent any of Contractor's obligations or duties set forth in the Proposal exceed the requirements provided within the RFP or this Contract, or the City finds any of the terms set forth in the Proposal more desirable, the terms set forth in the Proposal will control. Subject to the foregoing, if a conflict between the language in the RFP and the Proposal, the language in the former will govern.
2. Scope of Services. The Contractor's duties and scope of services are specifically set forth in the RFP (the "Work") and, in general, include the following: **SOUND AND STAGE PRODUCTION AND TALENT BUYING FOR WIRE AND WOOD MUSIC FESTIVAL**, consisting of, but not limited to, development of stage, sound, and lighting plan, installation and breakdown of staging, sound, lighting, and décor, and scouting, booking, payment, and management of stage talent for the event.
3. Contract Prices. As finally awarded by the City, the City will pay Contractor in accordance with the unit prices/rates set forth in Contractor's Cost Proposal Worksheet, which is attached hereto and incorporated herein as **Exhibit "A,"** for Contractor's performance of Work.
4. This price includes the full development and provision of all deliverables as specified in the RFP and Proposal, as further supplemented or modified by the City's requirements. The City will process approved payment requests under this project to the Contractor. Payment to sub-contractors and suppliers is the responsibility of the Contractor. The City will not entertain any other payment arrangements.

Invoices must be sent to:

City of Alpharetta
Recreation, Parks & Cultural Services Department
2 Park Plaza
Alpharetta, GA 30009

Payments may be made in the manner and on the periodic basis agreed to by the City prior to the commencement of the Work. Upon completion of the Work or, if agreed to by the City, upon completion of certain portions thereof, the Contractor must send an invoice detailing the appropriate charges as currently allowed. Upon receipt of Contractor's invoice and following inspections and confirmation of the performance of the subject portion of the Work, the City will make payment. Upon receipt of Contractor's final invoice and following final inspection and final acceptance of the Work, the City will make final payment. Subject to the withholding of any amounts due to the City as further set forth herein, all such invoices will be paid within forty-five (45) days by the City unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor

will provide complete cooperation during any such investigation. No price adjustments will be made during the term or any extension of this Contract except upon mutual consent of the parties. Notwithstanding any other provision of this Contract, and without prejudice to any of City's other rights and remedies, City will have the right at any time or times to deduct and withhold from any payment for services that may become due under this Contract, such amount or amounts as may reasonably appear necessary to compensate the City for any portion of the Work that is defective, damaged, flawed, unsuitable, non-conforming or incomplete. Acceptance of final payment will constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

5. Commencement of Work; Time for Performance.

- (a) Commencement of Work. The Contractor must not proceed to perform the Work until on or after contract execution, and as requested by task order.
- (b) Time for Performance. Contractor's time for performance of each part of the Work will be set forth in the RFP or as otherwise mutually agreed to by the parties prior to the commencement of the work.
- (c) Time is of the Essence. All limitations of time in this Contract are of the essence.

6. Term.

The Contract is for a term of (5) years, starting upon execution, and ending (5) years later, as further provided for in the Contract and in accordance with O.C.G.A. § 36-60-13.

The Contract price(s) and/or rates for the above-stated contract term will remain as offered in the Contractor's proposal cost submission and accepted/awarded by the City Council. Any contract extension beyond the above-stated contract term will be based on the same terms and conditions as the original term.

For any such renewal term commencing after the first two (2) years of this Contract, prices may be increased by the lesser of three percent (3%) or the Consumer Price Index factor (US City Average – All Items; most recent month). Contractor must provide the City with the subsequent prices or rates for any renewal term, if different from the then existing prices or rates, at least ninety (90) days prior to the expiration of the then existing term. Subsequent prices or rates are guaranteed for a minimum of twelve (12) months.

For any automatic renewal of the contract required pursuant to O.C.G.A. § 36-60-13, notice of intent to not renew will be given to the Contractor in writing by the City, no less than thirty (30) days before the expiration date of the initial term of the contract.

7. Termination. This Contract may be terminated prior to the term ending by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract. Prior to such termination, the non-defaulting party must give notice to the defaulting party of the failure or default. Such party will have fifteen (15) days from the date of the notice to cure the default or failure if such default or failure is capable of being cured. Upon failure to cure the default or failure within fifteen (15) days, or if such failure or default is not capable of being cured, the non-defaulting party may terminate the Contract effective immediately upon the provision of written notice as provided in Section 15 (*Notices*). The Contract may also be terminated prior to term by the City for City's convenience upon the provision of not less than fourteen (14) days written notice to the Contractor. In the event of such termination, the Contractor will be compensated for services performed prior to termination. Such amount will be paid by the City upon the Contractor's delivering or otherwise making available to the City, all data, drawings, specifications, reports,

estimates, summaries and other information and materials as may have been accumulated by the Contractor in performing the services included in this Contract, whether completed or in progress. All unperformed obligations incurred by Contractor prior to such date will survive termination of this Contract.

8. Representations and Warranties. Contractor represents and warrants that: (a) Contractor has full power and authority to perform its obligations hereunder and to deliver the products and services set forth in the Contract Documents to the City without the consent of any other person or entity, and the products and services must be delivered free and clear of any lien, encumbrance, security interest or other claim, of whatever nature; (b) Contractor must comply with all applicable statutes, rules, regulations and requirements of any governmental agency or authority, whether now or hereafter enacted, in performing its obligations hereunder, and the products and services must comply with all such statutes, rules, regulations and requirements in effect at the time of delivery to and acceptance by the City; (c) Contractor must perform its obligations hereunder in a good, professional and workman-like manner, and in strict accordance with City's specifications and the terms of this Contract; (d) All services performed by the Contractor under this Contract must be conducted in a manner consistent with the level of care and skill ordinarily exercised by other members of Contractor's profession or trade currently practicing in the same locality under similar conditions; and (e) Contractor, in the performance of its duties under this Contract, including but not limited to, its dealings with property owners, developers, contractors, consultants, architects and any local, state or federal governmental agency or political subdivision, will owe its primary duty of loyalty to the City.
9. Licenses, Registrations, Certifications and Permits. The Contractor will be responsible for obtaining and keeping in a valid status, all licenses, registrations, certifications and permits necessary to perform the Work as required by law. Contractor represents to the City that the Contractor and its employees are properly licensed and/or registered within the State of Georgia for the performance of the services required herein, provided such licensure and/or registration is required by applicable law. Contractor will supply copies of any such licenses, certifications or permits to the City upon request.
10. Insurance.
 - (a) Insurance Generally. Contractor must obtain and must continuously keep during the term of this Contract insurance of the kind and in the minimum amounts as specified in the RFP, as follows:
 - i. Statutory Worker's Compensation and Employers Liability Insurance in the minimum amount of Five Hundred Thousand Dollars (\$500,000) or as required by applicable law, whichever is greater, for all employees and other persons as may be required by Georgia law. If Contractor is self-insured, Contractor must additionally provide the City with a certificate from the Georgia Board of Workers' Compensation stating that the Contractor qualifies to pay its own workers' compensation claims.
 - ii. Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate. The policy must apply to all premises and all operations of the Contractor. The policy must include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. Further, the policy must be endorsed to provide "all risks" coverage. The policy must contain a severability of interests' provision. Coverage must be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance must be endorsed to name the City, and its elected officials, officers, employees and agents, as

additional insured parties.

- iii. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury of not less than One Million Dollars (\$1,000,000) per occurrence and property damage of not less than One Hundred Thousand Dollars (\$100,000) per occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Work. The policy must have a severability of interests' provision. Such insurance coverage must extend to all of Contractor's subcontractors. Such coverage must include all automotive equipment used in the performance of the Contract, both on and off any work site, and such coverage must include non-ownership and hired cars (vehicles and equipment) coverage. Such insurance must be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.
- iv. Umbrella/Excess Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate. Such policy must supply the same coverage set forth in the Comprehensive General Liability insurance policy. Such insurance must be endorsed to name the City, and its elected officials, officers, employees and agents as additional insured parties.

(b) Requirements of Insurance.

- i. Insurance must be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All insurance must be continuously kept covering all liability, claims, demands, and other obligations assumed by the Contractor.
- ii. No policy of insurance will contain any exclusion for bodily injury or property damage arising from completed operations.
- iii. Every policy of insurance must provide that the City will receive notice no less than thirty (30) calendar days prior to any cancellation, termination, or a material change in such policy.
- iv. Proof of required insurance must be maintained in all equipment and motor vehicles insured in accordance with the provisions of this Contract.
- v. Contractor will ensure that any and all policies of insurance procured hereunder will provide for a waiver of subrogation against the City, and Contractor waives any claim against the City arising in contract or tort which is covered by its insurance hereunder.

(c) Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance in accordance with this Section and its subsections will not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Contract. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits will constitute a material breach of this Contract upon which the City may immediately terminate this Contract without advance notice.

(d) Insurance Certificates. Contractor must provide proof of such insurance to the City contemporaneously with the execution of this Contract. Prior to commencement of the Work, Contractor must submit to the City certificates of insurance for all required insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section and its subsections must be indicated on each certificate of insurance. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied.

- (e) Other Insurance. Contractor must maintain such other types and/or amounts of insurance as reasonably required by the City from time to time.
11. Indemnification. Contractor will, to the fullest extent permitted by law, indemnify and hold harmless the City, including its elected officials, officers, employees, and agents, from and against any and all claims, demands, losses, liabilities, suits, actions, costs, expenses (including expenses of litigation and attorneys' fees) and damages ("Claims") of any type or nature, including, but not limited to, Claims for injury to person or property, arising out of or related to any error, omission, willful misconduct, negligent act, or breach of this Contract by Contractor, or any of its officers, agents, employees or subcontractors, in the performance of this Contract; provided, however, that this indemnification obligation will not apply to any Claims arising from the sole negligence of the City. Nothing in this Section or this Contract will be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third-party beneficiaries.
12. Subcontractors and Contractor Personnel.
- (a) No Subcontractors. No subcontractor or consultant will be retained by Contractor to perform services under this Contract without the prior written consent of the City, except for those subcontractors previously identified in the Proposal.
- (b) Subcontractor Requirements. Administration of any approved subcontractor will be the Contractor's responsibility and all subcontracts must require each subcontractor to be bound by all pertinent portions of this Contract and to assume all applicable obligations and responsibilities which the Contractor by this Contract assumes toward the City. In particular, and not by way of limitation, all indemnification and insurance provisions will be fully binding upon any subcontractor providing a portion of the services, for all intents and purposes as if said subcontractor were a party to this Contract.
- (c) Key Staff. Where Contractor has specifically identified certain personnel in the Proposal for the performance of certain portions of the Work (such personnel hereinafter referred to as "Key Staff"), Contractor will assign and furnish such Key Staff to perform the respective tasks and responsibilities as set forth in the Proposal. Contractor agrees not to transfer or reassign any member of its Key Staff or the respective tasks or responsibilities of a member of Key Staff without the prior written consent of the City, except for the following reasons, as applicable:
- (i) Situations where a member of Key Staff requests a transfer from his or her respective employer in order to accept a promotion or special assignment, which has been offered to him or her by such employer based upon his or her special education, qualifications or career path;
 - (ii) Disciplinary reasons;
 - (iii) Failure of the member of Key Staff to perform his or her respective tasks or responsibilities; or
 - (iv) At the request of the member of Key Staff.

In the event Contractor permanently transfers or reassigns a member of Key Staff or the respective tasks or responsibilities of a member of Key Staff for any of the foregoing reasons, Contractor will provide the City Administrator with prompt written notice of such transfer or reassignment and explain the basis of the transfer or reassignment. In the event of a vacancy in the position of any member of Key Staff, Contractor agrees to cooperate with the City in providing a replacement and make selection of a replacement without undue delay, in good faith, and in the best interests of the City.

Further, the City will have the right, utilizing an objective standard based on current and

past performance of the subject Work, to require Contractor to reassign the tasks and/or responsibilities of any member of Key Staff to a different representative of Contractor. Contractor agrees to permanently transfer the tasks and responsibilities of any member of Key Staff as soon as reasonably possible upon notification by the City Administrator.

13. Independent Contractor. The Contractor will always be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture or partner of the City. Contractor will have no authority to contract for or bind City in any manner. Contractor will have and maintain the responsibility for and control of the rendition of the Work, the discipline of its employees, and other matters incident to the performance of the Work (services, duties and responsibilities as described and contemplated herein). Notwithstanding any other provision(s) of this Contract to the contrary, no employee or subcontractor of Contractor will be considered an "employee" of the City during the performance of this Contract (the term "employee" will have the same meaning as provided in IRS Publication No. 15 (2014)(Circular E).
14. Conflict of Interest. The Contractor represents that it has not, within two (2) years preceding the execution of this Contract, made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person (including any member of such person's immediate family), having the duty to recommend, the right to vote upon, or any other direct influence on the selection of the Contractor to provide products and services to the City. This provision will not apply to legal campaign contributions, provided that such contributions have been disclosed in Contractor's response to the City's RFP.
15. Ownership of Work Product. In the event Contractor prepares, pursuant to the performance of this Contract, any drawings, plans, studies, reports, specifications, other documents (the "Work Product"), the City will be deemed the owner of the original of all such Work Product, and all statutory and common law rights with respect to such Work Product will accrue to the City, provided the City has paid for the services in full.
16. Notices. All contractual notices and communications under this Contract will be considered sufficient if given by certified mail or statutory overnight mail with return receipt requested, or hand delivered:
 - (a) If to the Contractor, at the following address:

[contractor name]
[contractor address]
Attention: [contractor contact]
 - (b) If to the City, at the following address:

City of Alpharetta
Recreation, Parks & Cultural Service Department
2 Park Plaza
Alpharetta, GA 30009
 - (c) With a copy to:

Michael D. Stacy
Alpharetta City Attorney
Bovis, Kyle, Burch & Medlin, LLC
200 Ashford Center North, Ste 500
Atlanta, GA 30338-2680

For the purposes of this Contract, the effective date of notice will be the date that the notice is placed in certified or statutory overnight mail or placed with a courier for hand delivery.

17. Public Records. Contractor understands that in accordance with O.C.G.A. § 50-18-70, *et seq.*, the public has a right of reasonable access to all public records of the City, subject to certain exceptions set forth therein or as otherwise provided by law, and agrees to allow access by the City to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section will result in the immediate termination of this Contract by the City. Further, Contractor agrees to keep all public records in accordance with the City's records retention and disposal policies, O.C.G.A. § 50-18-92, *et seq.*, and the Georgia Administrative Code. Notwithstanding the foregoing, nothing contained herein will limit the Contractor's or the City's right to defend against disclosure of records alleged to be public.
18. Confidential Information.
- (a) Access to Confidential Information. The Contractor's employees, agents and subcontractors may have access to confidential data or information maintained by the City to the extent necessary to carry out the Contractor's responsibilities under the Contract. The Contractor will presume that all information received pursuant to the Contract is confidential unless otherwise designated by the City. If it is reasonably likely the Contractor will have access to the City's confidential information, then:
- i. The Contractor will provide to the City a written description of the Contractor's policies and procedures to safeguard confidential information;
 - ii. Policies of confidentiality will address, as appropriate, information conveyed in verbal, written, and electronic formats;
 - iii. The Contractor must designate one individual who will remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and
 - iv. The Contractor must provide adequate supervision and training to its agents, employees, and subcontractors to ensure compliance with the terms of the Contract. The private or confidential data of the City will remain the property of the City at all times. In order to obtain access to certain data in order to perform certain portions of the Work, Contractor may be required to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.
- (b) No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Contract will be disseminated, unless otherwise required by law, without the written consent of the City, either during the period of the Contract or thereafter. Subject to Section 18 (*Rights in Proprietary Data*) hereof, as between the parties, any data supplied to or created by the Contractor will be considered the property of the City, and Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the City.
- (c) Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor will promptly notify the City and cooperate with the City in any lawful effort to protect the confidential information.
- (d) Reporting of Unauthorized Disclosure. The Contractor will immediately report to the City any unauthorized disclosure of confidential information.
- (e) Survives Termination. The Contractor's confidentiality obligation under the Contract will survive termination of the Contract.
19. Rights in Proprietary Data; Intellectual Property; Nondisclosure and Confidentiality.

- (a) Data of Contractor. The capitalized term "Proprietary Data" as used in this Section 18 will mean commercial proprietary written reports, studies, drawings, trademarks, specifications, designs, models, processes, systems, photographs, computer CADD discs, reports, plans, surveys, software, or other graphic, electronic, chemical or mechanical representations of the Contractor, and further includes Proprietary Data provided to Contractor by a third party pursuant to a non-disclosure agreement or covenant or which constitutes a trade secret pursuant to Georgia law. Proprietary Data does not include public records information compiled on the City's behalf for the purpose of performing the Work under this Contract or any written reports, studies, drawings, specifications, photographs, reports, surveys or other representations prepared by Contractor for the City in performance of the Work provided pursuant to this Contract.
- (b) Rights in Data. As between the parties, all Proprietary Data will be the property of the Contractor. No title or ownership or any intellectual property or proprietary rights of Contractor, including licensed software code copyrights and licensed software documentation, are transferred to the City under this Contract. The City will have the limited right to use such Proprietary Data, without any additional payment to or approval by the Contractor, as necessary to provide for full use of the Work and project deliverables.
- (c) Copyrights. No project deliverables developed or prepared in whole or in part under this Contract will be subject to copyright protection owned by a third party in the United States of America or other country. Contractor will not include in the project deliverables any copyrighted matter owned by a third party unless Contractor obtains the written approval of the City Administrator or designee and provides said City Administrator or designee with the written permission of the copyright owner allowing Contractor to use such copyrighted matter in the manner provided herein.
- (d) Confidentiality. To the extent allowed by law, City will treat any information received under or through this Contract regarding Contractor's Intellectual Property, which Contractor has marked and identified as "Confidential Intellectual Property," in strictest confidence and will not disclose such information to third parties except where such information: (a) was part of the public domain when received, or becomes a part of the domain through no action or lack of action by City; (b) prior to disclosure was already in City's possession and not subject to an obligation of confidence imposed in another relationship; (c) subsequent to disclosure is obtained from a third party whom is lawfully in possession of such information and not subject to a contractual relationship to Contractor with respect to such information; (d) is in the form of a record which is otherwise subject to required disclosure as an open record under applicable Federal and state laws; or (e) is ordered to be disclosed by a court of competent jurisdiction. In regard to other Proprietary Data received under or through this Contract, the City will work with Contractor on implementing a process designed to protect proprietary and confidential information and keep any employee receiving such information from unauthorized publication and disclosure of such information. City agrees that access to and dissemination of such information will be limited to its employees having a need to know. City will continue to keep appropriate internal policies and procedures which in its judgment are reasonably sufficient to protect the confidential nature of such information.
- (e) Limitation. Except as otherwise provided for herein, nothing in this Contract will be interpreted as granting any rights to the City under any pre-existing patent, copyright, know-how, or any other intellectual or proprietary rights of the Contractor.

20. Compliance with Illegal Immigration Reform and Enforcement Act:

E-Verify Program: The City is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United

States. As such, the City will not enter into a contract for the “physical performance of services” (as defined in O.C.G.A. § 13-10-90) unless the Contractor registers and participates in a federal work authorization program (E-Verify). The E-Verify affidavit or the secure identifiable document submitted by the Contractor will become part of the Contract Documents.

(a) Requirement to Participate in a Federal Work Authorization Program (E-Verify):

i. Pursuant to O.C.G.A. § 13-10-91, Contractor represents, warrants, acknowledges, and/or agrees that:

The Contractor has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;

Subcontractors will not enter into any contract with the Contractor for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and

Sub-subcontractors will not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.

ii. As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is “E-Verify” (<https://e-verify.uscis.gov/enroll/StartPage.aspx?IS=YES>) operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at that website address.

(b) Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

i. Contractor, if providing the physical performance of services under this contract, will comply with the requirements of O.C.G.A. § 13-10-91.

ii. Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor in connection with the covered contract, the Contractor will secure from such subcontractor attestation of the subcontractor’s compliance with O.C.G.A. § 13-10-91 by the subcontractor’s execution of the subcontractor affidavit, the form of which is included in Appendix B of the RFP, and will maintain a record of such attestation for inspection by the City at any time. Such subcontractor affidavit will become a part of the Contractor/subcontractor agreement. Further, it will be the duty of the Contractor to submit copies of all affidavits, drivers' licenses, and/or identification cards required pursuant to this Section, as applicable, to the City within five (5) business days of receipt.

iii. Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor’s compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor’s execution of the sub-subcontractor affidavit, the form of which is included in Appendix B of the RFP, and maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit will become a part of the subcontractor/sub-subcontractor agreement. Any subcontractor receiving an affidavit from a sub-subcontractor will forward notice to the Contractor of the receipt, within five (5) business days of receipt, of such affidavit. Further, it will be the duty of any sub-subcontractor to forward notice of receipt of any affidavit from a sub-subcontractor to the subcontractor or sub-

subcontractor with whom such receiving sub-subcontractor has privity of contract. Any subcontractor receiving notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor will also forward, within five (5) business days of receipt, a copy of such notice to the Contractor.

- iv. In lieu of the affidavit required by this Section, if Contractor, or any subcontractor or sub-subcontractor, as applicable, has no employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of the Contract (or the subcontractor's or sub-subcontractor's portion of work utilized to perform part of the Contract with the City), such party will instead provide a copy of his or her state issued driver's license or state issued identification card.
- (c) The Contractor must comply with all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations promulgated in relation thereto.
- (d) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and these rules, and any affidavit related hereto, will be open for public inspection in this State at reasonable times during normal business hours.

21. Miscellaneous.

- (a) Compliance with Laws; No Discrimination. The Contractor, including any approved subcontractors, must, in performance of the Work, fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, Title VI of the Civil Rights Act of 1964 and its amendments, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. In performance of the Work, the Contractor will not discriminate against any person on the basis of race, color, religion, gender, national origin or ancestry, age, creed, marital status, physical or mental disability, or political ideas and will further ensure that Contractor's agents and/or subcontractors comply with same. Further, Contractor, its agents and subcontractors must affirmatively comply with all applicable provisions of federal, state and local equal employment laws and will not engage in or commit any discriminatory practice against any employee, applicant or person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot lawfully be used as a basis for the provision or denial of employment or service delivery.
- (b) Governing Law. This Contract is executed and will be performed in the State of Georgia, and this Contract will be construed and enforced per the laws of the State of Georgia. Subject to Subsection (j) below (*Arbitration*), venue for any action arising out of this Contract will lie in the appropriate court of Fulton County, Georgia.
- (c) Captions. Titles or captions of sections contained in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or prescribe the scope of this Contract or the intent of any provision.
- (d) Electronic Signature. This Contract may be executed by electronic signature, and such signature will have the same validity and effect as a signature affixed by hand and will constitute an original for all purposes.
- (e) Severability. In the event that any provision hereof is held to be invalid or unenforceable, such provision will be severed from this Contract and will not affect the validity or enforceability of the remainder of this Contract.

- (f) Entire Agreement. This Contract supersedes all prior discussions and agreements between the parties with respect to the matters contained herein and constitutes the sole and entire agreement between the parties.
- (g) Persons Bound. This Contract will be binding upon and will inure to the benefit of the parties, their respective successors, successors in title, legal representatives, heirs and permitted assigns. This Contract may not be assigned by the Contractor without the prior written consent of the City.
- (h) Amendment. No term or provision of this Contract may be amended, waived, supplemented, modified or terminated except by an instrument in writing signed by the party against whom the enforcement of the amendment, waiver, supplement, modification or termination is sought.
- (i) Waiver. The City's failure or forbearance to enforce any term hereof will not be deemed to be a waiver of such right or claim, or any right of claim hereunder. Moreover, the City's waiver of any term hereof will not operate or be construed as a waiver of any subsequent breaches of the same or any other term.
- (j) Arbitration. Any dispute arising out of this Contract will, at the option of the City of Alpharetta, be submitted to binding arbitration conducted in Atlanta, Georgia in accordance with the rules of the American Arbitration Association.
- (k) Annual Appropriation and Renewal. Notwithstanding any other provision of this Contract, in compliance with the requirements of O.C.G.A. § 36-60-13 governing the terms and conditions of multiyear contracts, this Contract will be effective for a term commencing on upon contract execution, and terminating at midnight one year later (the "initial term"), without further obligation on the part of either party other than outstanding obligations incurred prior to the expiration of such term. Thereafter, in accordance with O.C.G.A. § 36-60-13 and subject to the further conditions provided in this Paragraph, this Contract will be automatically renewed for up to four (4) successive one (1) year terms (each one year term occurring after the initial term will be referred to as a "renewal term") unless the City delivers written notice of non-renewal to Contractor at least thirty (30) days prior to the expiration of the initial term. At the expiration of each renewal term, this Contract will be automatically renewed for an additional one (1) year term, unless the City furnishes Contractor written notice of its intent not to renew this Contract not less than thirty (30) days prior to the expiration of such renewal term. If written notice of non-renewal is given, this Contract will terminate upon expiration of the then existing term. For any such renewal term, prices may be increased by the lesser of three percent (3%) or the Consumer Price Index factor (US City Average – All Items; most recent month). Contractor will provide the City with the subsequent prices or rates for any renewal term, if different from the then existing prices or rates, at least ninety (90) days prior to the expiration of the then existing term. Subsequent prices or rates are guaranteed for a minimum of twelve (12) months. If written notice of non-renewal is given, this Contract will terminate upon expiration of the then existing term. Nothing stated herein will obligate the City to extend this Contract beyond the initial term or any renewal term. Further, this Contract will terminate absolutely and without further obligation of the City at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year if the City Council fails to appropriate funding for the Contract for any such succeeding fiscal year. Notwithstanding any other provision or provisions of this Contract, pursuant to O.C.G.A. § 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and will be conclusive.

- (l) Additional Terms of Contractor. The City will not be bound by any terms and conditions included in any Contractor invoice, packaging, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.
- (m) Presumptions and Interpretations. The parties further agree that should any provision of this Contract require interpretation or construction, the court, administrative body or other entity interpreting or construing this Contract will not apply a presumption that the provisions hereof will be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared same, it being agreed that all parties and/or their respective attorneys and agents have been fully afforded the opportunity to review all provisions of this Contract.
- (n) No Third-Party Beneficiaries. Nothing contained in this Contract is intended to or will create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or sub-contractor of the Contractor. Absolutely no third-party beneficiaries are intended by this Contract. Any third-party receiving a benefit from this Contract is an incidental and unintended beneficiary only.
- (o) No Waiver of Governmental Immunity. Nothing in this Contract will be construed to waive, limit, or otherwise modify any governmental or sovereign immunity that may be available by law to the City, its elected officials, officers, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental or sovereign immunity afforded or available pursuant to Georgia Statutes.
- (p) Publicity Provision. Contractor will not use any trademarks, service marks, or logos of the City without the City's express prior written consent. Contractor will not identify or make reference to the City in any advertising or other promotional modality regardless of its form without the express prior written consent of the City.
- (q) Survival. Any and all provisions of this Contract creating obligations extending beyond the term of this Contract, including, without limitation, Contractor's warranty of products and labor and the indemnification provisions contained herein, will survive the expiration or termination of this Contract, regardless of the reason for such termination.

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

END DRAFT

Appendix A: City Truck Route Allowed Truck Routes and Map

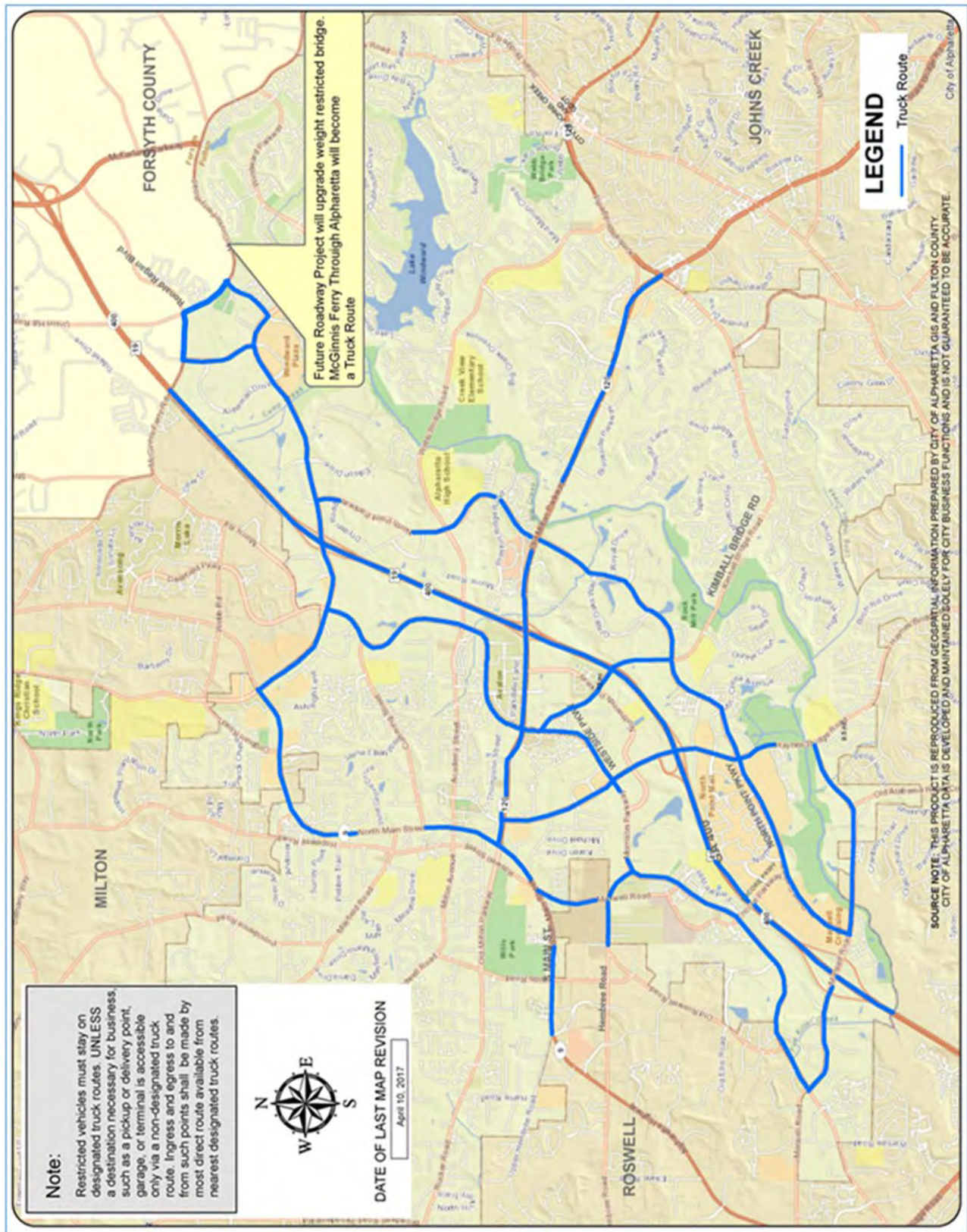
Certain trucks may travel in and through the City of Alpharetta using only those streets and roads highlighted in the Truck Route Map provided in Appendix A of this document and available for review online at:

<http://www.alpharetta.ga.us/government/departments/public-works/alpharetta-truck-routes>.

As noted in Chapter 18 (Traffic) of the Code of the City of Alpharetta, Georgia, except as specifically set out herein, trucks (defined as motor vehicle having a gross vehicular weight rating (G.V.W.R.) in excess of thirty-six thousand pounds (36,000 lbs.) or having an overall length in excess of thirty feet (30'), except vehicles designed to carry passengers) are prohibited from using any street within the City except those designated below:

- 1) SR 9 (North Main Street – South Main Street)
- 2) SR 120
- 3) Haynes Bridge Road (SR 120 to City Limits)
- 4) Hembree Road (Westside Parkway to Roswell City Limits continuing on Roswell Truck Route)
- 5) Mansell Road
- 6) Maxwell Road (SR 9 to Hembree Road)
- 7) McGinnis Ferry Road
- 8) North Point Parkway
- 9) Union Hill Road
- 10) Westside Parkway
- 11) Windward Concourse
- 12) Windward Parkway (SR 9 to Union Hill Road)

Exceptions to the above schedule are when the terminal, parking lot, repair garage, headquarters, place of pickup or delivery of the restricted motor vehicle is not on a designated truck route, ingress to and egress from such places will be made by the most direct route available between the terminal, parking lot, repair garage, headquarters, place of pickup or delivery and the nearest designated truck route.



RFP 22-108 Stage and Sound Production and Talent Buying for Wire and Wood Music Festival

Bidder Name:

Six Stage Buildouts, Sound Production and Talent Management Day-of Event

Provide costs to install, deinstall, and manage the following items. Assume installation takes place Friday on the morning of the event in downtown Alpharetta and strike begins Saturday night after the final set ends. Costs to include rigging and tech labor, stage/sound/lighting equipment, trucking, weather & safety supplies, etc. but EXCLUDES price of talent & artist hotels. Please reference the outline for stage specs listed in Scope of Work for minimum requirements and include list of items with quantities provided per stage

Item	Price for 2-Day Event
Stage 1: Main on Milton Stage	
Stage 2: Town Green Stage	
Stage 3: Brooke Street Park Stage	
Stage 4: Formal Garden Stage	
Stage 5: Canton Street Stage	
Stage 6: Market Street Park Stage	
Backline	
Crew for Artist Management & Logistics	
Meals for Crew	
Artist Hospitality Supplies	
Total	\$ -



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT

SUBMITTED BY: KATHI COOK

DRAFTED BY: KATHI COOK

I. AGENDA ITEM TITLE: WINDWARD/HIGHWAY 9 MASTER PLAN– LCI UPDATE ATLANTA REGIONAL COMMISSION GRANT APPLICATION

CITY COUNCIL: February 21, 2022

II. RECOMMENDATION:

Approve authorization for submittal of the Windward/Highway 9 Masterplan LCI update grant application to the Atlanta Regional Commission.

III. REPORT IN BRIEF:

Created as a way to reduce vehicle miles traveled and improve air quality, the Atlanta Regional Commission's (ARC) Livable Centers Initiative (LCI) is a grant program that incentivizes local jurisdictions to re-envision their communities as vibrant, walkable places that offer increased mobility options, encourage healthy lifestyles, and provide improved access to jobs and services. The City of Alpharetta partnered with the City of Milton in 2011 to complete an LCI Study for the Windward/Highway 9 area. A plan was adopted in 2012 and it details a vision for the future of the study area based on a thorough planning process that included input from community leaders, a Core Team of stakeholders, and a series of public workshops.

The plan includes a 5-Year Action Plan consisting of short-term and long-term projects and other initiatives to enhance land use, economic development, and mobility within the area. Recommendations ranged from the identification of character areas and encouraging mixed-use development to specific vehicular and pedestrian connections. While progress has been made as a result of the 2012 LCI including new development regulations in Milton and improvements to Windward Parkway in Alpharetta, significant change has occurred in the Windward Parkway/Highway 9 area over the last 10 years. The changing economic market, consumer demands, and new mobility opportunities necessitate review of challenges and opportunities that impact development patterns and mobility investments.

As a corridor planned to receive a BRT station related to the GA 400 MMIP (Major Mobility Investment Program) project, as well as with current development trends moving away from big box stores and separated land uses, the Windward Parkway corridor/Highway 9 area requires an updated community vision and action plan achievable through the 10-Year LCI Study Update.

Potential outcomes of this LCI Study Update could include:

- An updated market study and branding strategy for the area
- Strategies for integrating the planned BRT station and providing first/last mile connectivity
- An updated approach to land use and transportation that evolves the area from a place centered around the automobile to a walkable transit-supported place

The North Fulton CID will sponsor the plan update with support from the Cities of Alpharetta and Milton. Applications are due to the ARC on February 28th, with project announcements anticipated in April/May, per the published timeline. ARC requires a minimum 20% match; based on an

estimated project budget of \$250,000 requiring a \$50,000 match the CID will contribute \$20,000 and each city would contribute \$15,000 each.

IV. ATTACHMENTS:

- Resolution



RESOLUTION NO.

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY COUNCIL TO APPROVE THE SUBMISSION OF THE WINDWARD/HIGHWAY 9 LCI UPDATE GRANT APPLICATION TO THE ATLANTA REGIONAL COMMISSION.

WHEREAS, the Alpharetta City Council adopted the Windward/Highway 9 LCI Plan in 2012; and

WHEREAS, ARC provides local assistance programs to implement facets of the LCI within the designated study area, including the LCI Program and Community Development Assistance Program (CDAP); and

WHEREAS, the City of Alpharetta seeks to participate in the LCI Program to prepare an updated to the Windward/Highway 9 LCI area; and

WHEREAS, evidence authorizing the acceptance of said application must be provided.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Alpharetta hereby that the submission of the Windward/Highway 9 LCI grant application is hereby approved, and if awarded the Mayor is hereby authorized to execute award package with directives under the LCI Program; and

IT IS HEREBY FURTHER RESOLVED, that the Mayor and Council do hereby acknowledge and agree to provide their portion of a cash match equivalent to twenty percent (20%) of the total study amount to be divided between the City of Milton and the North Fulton CID.

SO RESOLVED this ____ day of _____, 2022.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

(SEAL)

COUNCIL MEMBERS

Attest:

City Clerk



City Council Meeting STAFF REPORT

Submitting Department: Administration

Submitted By:

Sponsored By:

Meeting Date: February 21, 2022

I. AGENDA ITEM TITLE: A RESOLUTION OPPOSING HB 1093 AND SB 494 AND OPPOSING LIMITATIONS ON A MUNICIPALITY'S AUTHORITY TO MAKE HOUSING, LAND USE AND ZONING DECISIONS WITHIN A LOCAL GOVERNMENT'S GEOGRAPHICAL BOUNDARIES

II. RECOMMENDATION:

III. REPORT IN BRIEF:

IV. ALTERNATIVES:

V. ATTACHMENTS:

Resolution Opposing HB 1093 and SB 494



RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, OPPOSING HB 1093 AND SB 494 AND OPPOSING LIMITATIONS ON A MUNICIPALITY'S AUTHORITY TO MAKE HOUSING, LAND USE AND ZONING DECISIONS WITHIN A LOCAL GOVERNMENT'S GEOGRAPHICAL BOUNDARIES

WHEREAS, the Mayor and City Council for the City of Alpharetta, Georgia ("City") have reviewed HB 1093 and SB 494 ("Bills"), currently being considered in the Georgia General Assembly; and

WHEREAS, the Bills would prohibit local governments from addressing newly developed corporate rental subdivisions through any regulation, restriction or condition that is not the same for single-family residential areas; and

WHEREAS, the Bills are aimed at allowing unlimited access for corporations to develop "build to rent" subdivisions which vary greatly in price, quality, management and tenant protections; and

WHEREAS, the City opposes the Bills for a number of reasons, including the fact that the Georgia Constitution recognizes zoning and land use decisions are core functions of local governments, and housing is a large component of those decisions; and

WHEREAS, local elected officials are responsible for ensuring affordable, predictable housing options within their respective communities; and

WHEREAS, such housing and land use decisions are best made at the local level through comprehensive planning and citizen input; and

WHEREAS, to ensure vibrant and sustainable communities, local governments require flexibility to decide what is appropriate for their community's neighborhoods; and

WHEREAS, no city or county in the State of Georgia has taken action to limit the rights of a homeowner to rent out property through a long-term lease agreement; and

WHEREAS, home ownership is a financial asset that historically has been affordable to all economic levels; and

WHEREAS, rising costs in construction, land and materials are pushing the reality of home ownership further from the reach of more and more Americans, particularly young families; and

WHEREAS, home ownership and the growing equity value it provides is a source of capital for families to start businesses, send children to college, build retirement nest eggs, provide financial

resources during financial emergencies, offer an asset to provide services such as assisted living or nursing care or cover a myriad other financial and economic resources to weather life challenges; and

WHEREAS, these and other benefits are why preserving opportunities for homeownership has long been a high priority of public policy in the United States; and

WHEREAS, good public policy requires a balance of housing options to meet individual needs; however, the Bills remove local decision making from the type and mix of housing available; and

WHEREAS, the superiority of local determination of the type of housing available in a community is one reason why local governmental control of zoning and land use is enshrined in Georgia's State Constitution; and

WHEREAS, the removal of local oversight and the negating of local policy goals inherent in the Bills allows outside forces to determine the type of housing available in a community with no need to work with existing community stakeholders wishing to have a voice in the process; and

WHEREAS, protecting property rights is an important component of good public policy, but good public policy also takes into consideration the property rights, property values and the neighborhood characteristics that purchasers relied on when investing their lifesavings in their current home;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Mayor and City Council of the City of Alpharetta, Georgia, that this governing body hereby objects to and opposes any legislation or act limiting a local government's authority to make land-use and zoning decisions within its geographical boundaries; and

BE IT FURTHER HEREBY RESOLVED that a copy of this Resolution be delivered to each member of the Georgia House of Representatives and Senate representing the City of Alpharetta, Georgia and made available for distribution to the public and the press.

SO RESOLVED this 21st day of February 2021.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PRECEDING PAGE]

CITY COUNCIL MEMBERS

Mayor Pro Tem Merkel

Council Member Mitchell

Council Member Will

Council Member DeRito

Council Member Hipes

Council Member Binder

(SEAL)

Attest:

Lauren Shapiro, City Clerk

Approved as to form and legal sufficiency:

Mike Stacy, City Attorney