



City Council Meeting & Public
Hearing
FEBRUARY 28, 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 2/21/2022)
 - B. Alcoholic Beverage License Applications
 - 1. PH-AB-22-03 Shake Shack Georgia, LLC
d/b/a Shake Shack
11780 Haynes Bridge Road, Alpharetta, GA 30009

Restaurant
Consumption on Premises
Beer, Wine & Sunday Sales

Owner: Shake Shack Georgia, LLC
Registered Agent: Michael Sard
- V. NEW BUSINESS
 - A. Morrison Road Sidewalk Contract
 - B. Resolution to Authorize the Use of Eminent Domain - 13000 Meridian Court
A Resolution of the Mayor and Council of the City of Alpharetta, Georgia to Authorize the Use of Eminent Domain to Acquire Certain Property Located at 13000 Meridian Court, Alpharetta, Georgia (Tax Parcel No.: 21 -5680-1054-029-4) for Road Project - McGinnis Ferry Road Widening from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway.
 - C. Resolution to Authorize the Use of Eminent Domain - 20 Fieldstone Way
A Resolution of the Mayor and Council of the City of Alpharetta, Georgia to Authorize the Use of Eminent Domain to Acquire Certain Property Located at 20 Fieldstone Way, Alpharetta, Georgia (Tax Parcel No.: 21 -5690-1100-107-0) for Road Project - McGinnis Ferry Road Widening from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway.
 - D. Resolution to Authorize the Use of Eminent Domain - 40 Fieldstone Way
A Resolution of the Mayor and Council of the City of Alpharetta, Georgia to Authorize the Use of Eminent Domain to Acquire Certain Property Located at 40 Fieldstone Way, Alpharetta, Georgia (Tax Parcel No.: 21 -5690-1100-108-8) for Road Project - McGinnis Ferry Road Widening from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway.
 - E. Resolution to Authorize the Use of Eminent Domain - 50 Fieldstone Way
A Resolution of the Mayor and Council of the City of Alpharetta, Georgia to Authorize the Use of Eminent Domain to Acquire Certain Property Located at 50 Fieldstone Way, Alpharetta, Georgia (Tax Parcel No.: 21 -5690-1100-109-6) for Road Project - McGinnis Ferry Road Widening from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway.

- F. Resolution to Authorize the Use of Eminent Domain - 65 Fieldstone Way**
A Resolution of the Mayor and Council of the City of Alpharetta, Georgia to Authorize the Use of Eminent Domain to Acquire Certain Property Located at 65 Fieldstone Way, Alpharetta, Georgia (Tax Parcel No.: 21 -5690-1100-112-0) for Road Project - McGinnis Ferry Road Widening from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway.

VI. WORKSHOP

- A. Brookside Small Area Plan**
- B. City Stormwater Inventory Assessment**
- C. Meadow Brook Hills / Milton Estate Stormwater And Drainage Issues**

VII. PUBLIC COMMENT

VIII. REPORTS

IX. ADJOURNMENT TO EXECUTIVE SESSION



City Council Meeting & Public Hearing STAFF REPORT

Submitting Department: City Clerk

Submitted By: Lauren Shapiro

Sponsored By:

Meeting Date: February 28, 2022

I. AGENDA ITEM TITLE: COUNCIL MEETING MINUTES (MEETING OF 2/21/2022)

II. RECOMMENDATION:

Approve the City Council meeting minutes from February 21, 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 21, 2022.

IV. ALTERNATIVES:

V. ATTACHMENTS:

CC Meeting Minutes 2.21.2022



City Council Meeting FEBRUARY 21, 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
- Donald F. Mitchell
- Brian Will
- Douglas J. DeRito
- John Hipes

• Council Members Absent

- Mayor Pro Tem Dan Merkel
- Jason Binder

• Staff

- Bob Regus, City Administrator
- Mike Stacy, City Attorney
- James Drinkard, Asst. City Administrator
- Lauren Shapiro, City Clerk
- Kathi Cook, Director of Community and Economic Development
- Tom Harris, Director of Finance
- Adam Montgomery, Information Technology Manager
- John Robison, Director of Public Safety
- Morgan Rodgers, Director of Recreation, Parks & Cultural Services
- Peter Sewczwicz, Director of Public Works
- Michael Woodman, Planning and Development Services Manager
- Lance Morsell, Economic Development Manager

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

Owners: Nader Mahroum

Registered Agent: Cabrini Mahroum

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

❖ Council Member Hipes offered a motion to approve the consent agenda.

○ Council Member Mitchell seconded the motion.

○ The motion was approved unanimously (5-0).

V. BOARDS & COMMISSIONS APPOINTMENTS

A. Planning Commission – Martine Zurinskas

- Council Member Mitchell announced that Planning Commissioner Larry Attig has resigned from the Planning Commission, and he also thanked Mr. Attig for his service.
- Council Member Mitchell announced his appointment of Martine Zurinskas to serve as a full member to the Planning Commission.

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.

- Planning and Development Services Manager, Michael Woodman, came forward to present this item.
- Staff is recommending that Mayor and Council 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.
- 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.
 - 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.
 - 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.
 - 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.

- The CZIM was held on December 8, 2021. There was one (1) public comment in favor of the applicant's request.
- The applicant, Guillermo Sanabia (Executive Director at WellStar Health System), came forward to speak on behalf of this application.

Public Comment:

- There were no public comments.
- ❖ Council Member Hipes offered a motion to 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.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (5-0).

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.

- Planning and Development Services Manager, Michael Woodman, came forward to present this item.
- 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.
- Staff is recommending that Mayor and Council CU-21-16 / V-21-34 / Custom Pools Atlanta / 711 Highway 9, 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 Street 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.
 17. There shall be fencing along North Main Street and Henderson Parkway and fall protection fencing in the parking lot that shall not exceed four (4) feet in height and shall be decorative metal, as approved by DRB.
- 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.

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.
- 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 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.
- 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.
- 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.
- 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.
- It is estimated that the use will generate five (5) AM Peak Hour trips and six (6) PM Peak Hour trips.
- 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.
- 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.
- 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.
- The applicant, Danny Franke (4776 Mystic Drive, Atlanta, GA 30342), came forward to speak on behalf of this application.

Public Comment:

- There were no public comments.
- ❖ Council Member Hipes offered a motion to 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 Street 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.
17. There shall be fencing along North Main Street and Henderson Parkway and fall protection fencing in the parking lot that shall not exceed four (4) feet in height and shall be decorative metal, as approved by DRB.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (5-0).

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

- Brad Martin, with Republic Services, came forward to speak on behalf of this item.
- During the 2021 holiday season, COVID impacted 20% of Republic's workforce, but currently, there are no COVID cases within the company.
- Republic has implemented a few new policies and procedures moving forward:
 - Implemented a localized hiring and training program
 - Increased compensation (about 10-25% more than Republic has previously paid)
 - Increased communications between City of Alpharetta Staff and residents (exploring the option to use call and text message technology to communicate directly with residents)
- Glass pickup issues were a direct result of a shortage of employees. When there is limited staff, Republic had to prioritize what services to provide (glass was near the bottom of the list).
- Republic takes ownership of the fact that their service execution has not been what it has been over the past 23 years they have worked with the City of Alpharetta, but hopes that a lot of the service issues are being addressed.

B. Tech Alpharetta Update by Karen Cashion, CEO

- Karen Cashion, CEO of Tech Alpharetta, came forward to speak on behalf of this item.
- Karen Cashion introduced Jade Rodgers (Deputy Director of Tech Alpharetta) and Bob Toupin (CIO of Jackson Healthcare and Tech Alpharetta Board Member).

- 2021 Highlights:
 - Added 7 new board companies (34 Tech Leaders on Board)
 - Added 8 new Sponsor companies (46 total)
 - Increased events to 46 events in 2021 (only 22 events in 2019)
 - Over \$182M investor funding received by Tech Alpharetta Startups since 2015

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.

- Director of Community and Economic Development, Kathi Cook, came forward to present this item.
- 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.
- This item was considered at the January 18, 2022 City Council meeting. There were no public comments. City Council approved at first reading. Vote 7-0. There have been no changes since the first reading.
- City Attorney, Mike Stacy, read the ordinance title aloud.

Public Comment:

- There were no public comments.
- ❖ Council Member Hipes offered a motion to approve PH-21-17 Unified Development Code (UDC) Text Amendments – Downtown Sign Code (Second Reading).
 - Council Member Will seconded the motion.
 - The motion was approved unanimously (5-0).

B. Approval of Fiscal Year 2022 Mid-Year Budget Amendment (Second Reading)

- Director of Finance, Tom Harris, came forward to present this item.
- This item was considered at the February 7, 2022 City Council meeting. There were no public comments. City Council approved at first reading. Vote 6-0. There have been no changes since the first reading.
- City Attorney, Mike Stacy, read the ordinance title aloud.

Public Comment:

- There were no public comments.
- ❖ Council Member DeRito offered a motion to approve the Fiscal Year 2022 Mid-Year Budget Amendment (Second Reading).
 - Council Member Mitchell seconded the motion.
 - The motion was approved unanimously (5-0).

IX. NEW BUSINESS

A. Stormwater Structure (MS4) Inventory Inspections

- Director of Public Works, Pete Sewczwicz, came forward to present this item.

- Staff is recommending that Mayor and Council 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.
- 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.
- 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
- 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.

Public Comment:

- There were no public comments.
- ❖ Council Member DeRito offered a motion to 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.
 - Council Member Will seconded the motion.
 - The motion was approved unanimously (5-0).

B. MOU with North Fulton Community Improvement District – Alpha Loop Tunnel

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- Staff is recommending that Mayor and Council 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.
- 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.
- 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.
- 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.

- 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 Memorandum of Understanding (MOU) 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.

Public Comment:

- There were no public comments.
- ❖ Council Member DeRito offered a motion to 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.
 - Council Member Hipes seconded the motion.
 - The motion was approved unanimously (5-0).

C. Contract for Wire & Wood (Talent Buying/Management; Stage, Lighting & Sound)

- Director of Recreation, Parks, and Cultural Services, Morgan Rodgers, came forward to present this item.
- Staff is recommending that Mayor and Council approve the award of 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.
- 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 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.
- 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.

Public Comment:

- There were no public comments.
- ❖ Council Member Hipes offered a motion to approve the award of 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.
 - Council Member Will seconded the motion.
 - The motion was approved unanimously (5-0).

D. Windward LCI Application

- Director of Community and Economic Development, Kathi Cook, came forward to present this item.
- Staff is recommending that Mayor and Council approve the authorization for submittal of the Windward/Highway 9 Masterplan LCI update grant application to the Atlanta Regional Commission.
- 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.
- 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. This is a corridor planned to receive a BRT station related to the GA 400 MMIP (Major Mobility Investment Program) project.
- 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.
- City Attorney, Mike Stacy, read the resolution aloud.

Public Comment:

- There were no public comments.
- ❖ Council Member Will offered a motion to approve the authorization for submittal of the Windward/Highway 9 Masterplan LCI update grant application to the Atlanta Regional Commission.
 - Council Member Mitchell seconded the motion.
 - The motion was approved unanimously (5-0).

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

- City Administrator, Bob Regus, and City Attorney, Mike Stacy came forward to present this item.
- This is a resolution to show the City's opposition to proposed Georgia legislation, HB 1093 and SB 494. These bills would allow corporations to build single family homes in a for rent only

subdivision without allowing local government to regulate or oversee the way that these types of properties are developed.

- This is not to be perceived that the City has a negative view of rental properties, but rather, the City has spent a lot of time in creating a reasonable balance between owner occupied and rentals. The City would prefer to have the opportunity to look at these developments and determine how they would impact the community without the State preempting the City's ability to do that.
- City Attorney, Mike Stacy, read the resolution aloud.

Public Comment:

- There were no public comments.
- ❖ Council Member DeRito offered a motion to approve 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.
 - Council Member Mitchell seconded the motion.
 - The motion was approved unanimously (5-0).
 - There was discussion during the motion about the following:
 - Council Member Hipes shared that this is an example of the State legislature depriving local government of core priorities and core functions (land use).
 - Council Member Mitchell shared that we need to keep an eye on the State legislature to make sure that they are not doing things behind our backs, and thanked GMA for recognizing these bills and standing up to this one.
 - Council Member DeRito shared that it is embarrassing that leaders in our State would push this forward. The best government is one that is closest to the people that they serve, and this is completely opposite of that concept. If these two bills were to pass, this would allow developers to do whatever they want within the City of Alpharetta.

X. PUBLIC COMMENT

A. Elaine Morgan (245 Meadow Drive, Alpharetta, GA 30009)

- Ms. Morgan came forward representing the Meadowbrook Hills area behind the new STEM high school.
- Previously, her community met with the City's Community Development staff to discuss flooding and stormwater concerns. She would like to have a forum focused on these issues so that her fellow residents can express concerns and extent of the issues over the past several years. She wants to make sure that these issues remain visible and ensure that she and her neighbors continue to have a voice in the community.

XI. REPORTS

A. There were no reports.

XII. ADJOURNMENT TO EXECUTIVE SESSION

- ❖ Council Member DeRito offered a motion to adjourn to executive session.
 - Council Member Hipes seconded the motion.

- The motion was approved unanimously (5-0).
- Mayor Gilvin adjourned the meeting at 8:41 p.m.

Respectfully submitted,

A handwritten signature in blue ink that reads "Lauren Shapiro". The signature is written in a cursive, flowing style.

Lauren Shapiro, City Clerk



City Council Meeting & Public Hearing STAFF REPORT

Submitting Department: City Clerk

Submitted By: Lauren Shapiro

Sponsored By:

Meeting Date: February 28, 2022

I. AGENDA ITEM TITLE: ALCOHOLIC BEVERAGE LICENSE APPLICATIONS

1. PH-AB-22-03 SHAKE SHACK GEORGIA, LLC

D/B/A SHAKE SHACK

11780 HAYNES BRIDGE ROAD, ALPHARETTA, GA 30009

RESTAURANT

CONSUMPTION ON PREMISES

BEER, WINE & SUNDAY SALES

OWNER: SHAKE SHACK GEORGIA, LLC

REGISTERED AGENT: MICHAEL SARD

II. RECOMMENDATION:

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

1. PH-AB-22-03 Shake Shack Georgia, LLC, d/b/a Shake Shack, 11780 Haynes Bridge Road, Alpharetta, GA 30009

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 24, 2022.

There were no public comments during the hearing.

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

IV. ALTERNATIVES:

V. ATTACHMENTS:

ALPH Minutes 2-24-2022



ALCOHOL LICENSE PUBLIC HEARING

FEBRUARY 24, 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: 935 5296 2071

II. CALL TO ORDER

- Assistant City Attorney Ed Howden called the meeting to order at 2:00 p.m.

III. ROLL CALL

- Ed Howden, Assistant City Attorney
- Lauren Shapiro, City Clerk
- Kiersten VanHorn, Assistant City Clerk
- Frank Jackson, Code Enforcement Officer
- Mindy Thompson, Sard & Leff, LLC representing Shake Shack
- Brian Higdon, Manager of Shake Shack

IV. PUBLIC HEARING

A. PH-22-AB-03 Shake Shack Georgia, LLC
d/b/a Shake Shack
11780 Haynes Bridge Road
Alpharetta, GA 30009

Restaurant
Consumption on Premises
Beer, Wine & Sunday Sales

Owner: Shake Shack Georgia, LLC
Registered Agent: Michael Sard

- Mr. Brian Higdon, manager of Shake Shack located at 11780 Haynes Bridge Road, Alpharetta, GA 30009 was on the call. Mindy Thompson of Sard & Leff, LLC at 3789 Roswell Road Atlanta, GA 30342, was on the call as legal counsel for Shake Shack.
- Ms. Thompson stated Shake Shack is a burger joint and there are 2 other locations in Georgia, one in Atlanta and one in Dunwoody. They will offer beer and wine.
- Ms. Thompson stated there is no history of alcohol violations in either of the other two locations.

- Cashiers will be required to obtain a pouring permit through the Alpharetta Public Safety Department and are told to ask everyone buying beer or wine for ID, regardless of age.
- Ms. Thompson confirmed they are aware Shake Shack must obtain a State of Georgia alcohol license once the City of Alpharetta issues the local license.
- Mr. Howden recommended the application be approved. He advised the applicant that a representative will need to appear at the City Council meeting on Monday February 28, 2022 at 6:30 pm.

V. PUBLIC COMMENT

- There were no public comments

VI. ADJOURNMENT

- Assistant City Attorney Ed Howden adjourned the hearing at 2:06 p.m.

Respectfully submitted,

Kiersten VanHorn

Kiersten VanHorn, Assistant City Clerk



City Council Meeting & Public Hearing STAFF REPORT

Submitting Department: Public Works

Submitted By:

Sponsored By:

Meeting Date: February 28, 2022

I. AGENDA ITEM TITLE: MORRISON ROAD SIDEWALK CONTRACT

II. RECOMMENDATION:

Approve the Tender and Release Agreement Between Owner and Surety Granite RE, Inc., and approve the hiring of completion contractors Excellere Construction, LLC \$45,523.95. and Echols Welding \$37,995 to complete work associated with the Morrison Road Sidewalk Project, 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: \$83,518.95 - FUNDED THROUGH
EXISTING A1 CONTRACT APPROPRIATIONS.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Morrison Parkway Sidewalk (31741100-541420-C1925)	\$83,518.95

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
-	\$0.00

IV. REPORT IN BRIEF:

One of the projects associated with the 2016 Bond was installing sidewalk along Morrison Parkway between Maxwell Road and Haynes Bridge Road. Work consisted of installing a sidewalk, curb and gutter, drainage pipe, and a bike lane on the east side (Honda Development side). Completion of this project would provide a continuous sidewalk on the east side of Westside Parkway from Mansell Road to Windward Parkway.

A1 Contracting was awarded the project, started construction and several times during the project were informed they were not meeting the City's expectations to complete the work in a timely manner. Unfortunately, A1 declared bankruptcy prior to completing the work. The City was able to work out an arrangement to have the sidewalk finished and asphalt work accomplished. However, A1 was not performing in a manner to complete the punch list associated with the project and finish installing handrails along the corridor. All of the sidewalk has been installed and today there is a contiguous sidewalk from Mansell Road to Windward Parkway.

The City and the Surety worked out arrangements to have the unfinished work completed. Echols Welding installed the handrails as a subcontractor to A1 and provided the City with a cost proposal of \$37,995 (\$85/lf for 447 linear feet) to complete the work they had already started. Excellere Construction, which is currently working on a project for the City along Webb Bridge Road which provided the City cost proposal of \$45,523.95. Work includes installing sod, rip-rap and cleaning out the stormpipe. The work described in Excellere's scope of work is associated with the outstanding punch list items. The cost to complete the work by Excellere and Echols is less than the funds remaining in the contract.

V. ALTERNATIVES:

VI. ATTACHMENTS:

alpharetta tender Executed by Surety, Granite Alpharetta rails, Revised 01-27-2022 Proposal - Morrison Parkway Sidewalk Improvements, TENDER AGREEMENT - CITY OF ALPHARETTA edited by Jack and JAAv3

FINAL TENDER AND RELEASE AGREEMENT BETWEEN OWNER AND SURETY

This Final Tender and Release Agreement Between Owner and Surety (the "Agreement") is made and entered as of the Effective Date by and between City of Alpharetta, Georgia ("Obligee" or "Owner") and Granite RE, Inc. ("Surety") (collectively, the "Parties").

RECITALS

A. A1 Contracting, LLC ("Principal") entered into a contract dated November 19, 2019 (the "Contract"), with Obligee to furnish certain labor and material and perform work on a construction project referred to as Morrison Parkway Sidewalk Improvements (the "Project").

B. Surety issued a Performance Bond (the "Performance Bond") and a Payment Bond (the "Payment Bond"), both numbered GRGA46464 and each in the penal sum of \$1,005,000.00, in connection with the Project naming Principal as principal and Obligee as obligee (collectively, the "Bonds").

C. On or about January 7, 2022, Obligee declared Principal in default under the Contract.

D. On or about January 19, 2022, Obligee terminated Principal's right to proceed with work under the Contract and made demand upon Surety under the terms of the Performance Bond.

E. Pursuant to the Contract, Obligee paid Principal \$771,251.96, leaving a balance of \$233,748.04 including retainage prior to the reduction set out at item I below.

F. The Parties have worked together to secure contractors to complete the remaining scope of work on this Project. The proposed completion contractors are Excellere Construction, LLC and Echols Welding ("Completion Contractors").

G. The Completion Contractors have submitted proposals to finish the remaining scope of work on the Project in the amount of \$83,518.95. The remaining scope of work on this Project is identified in the attached Exhibit "A".

H. The Surety has received several claims under the Payment Bond from several of Principal's subcontractors, vendors, and suppliers ("Payment Bond Claimants"). The Surety has received payment bond claims in the amount of \$80,450.35 and is entitled to assert a subrogation claim against the Contract Balance to the extent it pays such claims.

I. The Parties agree that line item 53 (miscellaneous construction hydrovac and extended throats and tops from specs) will not be performed and is therefore removed from the remaining scope of work and the Contract Balance accordingly is \$183,748.04 (the "Contract Balance").

J. Owner and Surety have agreed in good faith to compromise, settle, and satisfy claims, demands, and disputes between them arising out of or relating to the Project and the Bonds issued by the Surety on the Project.

K. Pursuant to its obligations under the Bonds, the Surety has agreed to tender to the Obligees the Completion Contractors under which the Completion Contractors will complete the remaining scope of work as identified in the attached Exhibit "A" in satisfaction of the Surety's obligations to the Owner under the Bonds ("Remaining Scope of Work").

L. The Owner shall enter into a contract with the Completion Contractors to perform the Remaining Scope of Work as identified in the attached Exhibit "A".

M. In consideration for the Surety's agreement to waive its right to takeover the Project under the Bonds and in satisfaction of the Surety's subrogation rights, the Obligees have agreed to make payment to the Surety in the amount not to exceed \$90,339.72 (NINETY THOUSAND THREE HUNDRED AND THIRTY-NINE DOLLARS AND SEVENTY-TWO CENTS) ("Obligee Payment") as set out herein.

In consideration of the agreements and undertakings set forth below and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

AGREEMENTS

1. **Construction.** The Recitals to this Agreement are incorporated into this Agreement and form a part of the terms and conditions of this Agreement. The provisions of this Agreement are contractual and are not mere recitals. The Parties, together with their respective attorneys participated in the drafting and preparation of this Agreement. Therefore, this Agreement shall not be construed in favor of or against any Party on the basis that any such Party did or did not draft this Agreement or any attachment to it.

2. **Contract Balance.** Obligees represent and acknowledge that the sum of \$183,748.04 is the unpaid Contract Balance as of the Effective Date.

3. **Project Administration.** Administration and inspection of the Project will remain with Obligees and its agents/engineers and inspectors in accordance with the terms of the Contract.

4. **Surety's Waiver of Takeover Rights.** In considering of this Agreement and the Obligee Payment, the Surety agrees to forego and waive its rights to takeover and complete the Contract as provided for in Section 1 of the Performance Bond.

5. **Surety's Tender of Completion Contractors.** In consideration of this Agreement and the Obligees' Payment, the Surety tenders the Completion Contractors to complete the remaining scope of work on the Project as identified in the attached Exhibit "A". Obligees hereby consent to Surety's selection of Completion Contractors. The Owner shall enter into contracts with the Completion Contractors to perform the remaining scope of work as identified in the attached Exhibit "A".

6. **Obligee Payment.** In consideration for the Surety's agreement to waive its right to takeover the Project under the Bonds and in satisfaction of the Surety's subrogation rights, the Obligees have agreed to pay the Surety an amount not to exceed \$90,339.72 (NINETY THOUSAND THREE HUNDRED AND THIRTY-NINE DOLLARS AND SEVENTY-TWO CENTS)

("Obligee Payment"). The Oblige Payment will be made in installments. The first installment of the Oblige Payment will be in the amount of \$38,629.63 (THIRTY-EIGHT THOUSAND SIX HUNDRED TWENTY-NINE DOLLARS AND SIXTY-THREE CENTS) ("First Installment"). Oblige will issue the First Installment of the Oblige Payment to Surety within fourteen (14) days of the Effective Date. Subsequent installment payments will become due within fourteen (14) days after receipt by the Oblige of proof of payment by Surety to Payment Bond Claimants. However, the Oblige Payment under this Agreement shall not exceed \$90,339.72 in total. The failure to comply with the terms of the Oblige Payment shall constitute a material breach of contract. The Oblige Payment shall be made payable to Granite Re. Inc. The Oblige Payment shall be mailed to:

Granite RE. Inc.
ATTN: Brad Tollefson
14001 Quailbrook Drive
Oklahoma City, OK 73134

7. **Release by Owner.** In consideration of the above and the other good and valuable consideration described herein, Oblige does hereby expressly forever release, acquit, and discharge Surety and its subsidiaries, affiliates, officers, employees, agents, construction consultants, successors, assigns and attorneys from and against any and all claims, demands, causes of action, remedies, or actions for damages, and/or expenses arising out of or in any way related to the Bond, the Project, the Contract or the contract to be entered into between Owner and the Completion Contractors.

8. **Release by Surety.** Surety does hereby expressly forever release, acquit, and discharge Oblige and its, officers, employees, agents, construction consultants, successors, assigns and attorneys from and against any and all claims, demands, causes of action, remedies, or actions for damages, and/or expenses arising out of or in any way related to the Bond, the Project, the Contract or the contract to be entered into between Owner and the Completion Contractors. Provided however Oblige's duty to make payments to Surety as set out herein are not released.

9. **Return on Performance Bond.** Oblige shall mark the original Performance Bond "Released, Discharged, and Cancelled" and return the original Performance Bond to the Surety at the address provided in subsection 12 of this Agreement.

10. **Indemnification by Surety.** In consideration of the above and the other good and valuable consideration described herein, Surety will indemnify and hold harmless Oblige from any claims asserted by Principal against Oblige as to the Oblige Payment only.

11. **Matters Not Settled / Not Release:** Surety specifically reserves its rights of subrogation and indemnification against the Indemnitors pursuant to any indemnity rights available to the Surety, including, but not limited to, the General Agreement of Indemnity executed on July 25, 2019. Nothing in this Agreement shall release, alter, impair or prejudice any rights, claims, demand or remedies of Surety against the Indemnitors or any other persons or entities who agreed to indemnify Surety for claims arising under or in relation to any contract for indemnity.

12. **Notices.** All notices sent in accordance with the Contract or this Agreement shall be sent to the Party to receive such notice at the addresses set forth below or to such other address as either Party may specify in writing, and shall be presumed to have been given three (3) calendar days after mailing, provided mailing was by certified mail, with a copy transmitted by electronic mail, addressed to the intended recipient at its address set forth below:

Surety:
John A. Alves, Esq.
Thompson Law Group, LLC
3325 Paddocks Parkway
Suite 355
Suwanee, GA 30024
jalves@thompsonlawatl.com

Obligee:
Michael Stacy
Bovis, Kyle, Burch & Medlin, LLC.
200 Ashford Center North Ste 500 Atlanta, GA 30338
mstacy@boviskyle.com

13. **The Payment Bond.** The Payment Bond shall remain in full force and effect in accordance with its terms and provisions. Obligee acknowledges that the total liability of Surety under the Payment Bond shall not exceed the penal sum of the Payment Bond. All Payment Bond payments properly made by Surety shall be credited against the penal sum of the Payment Bond. Nothing in this Agreement constitutes a waiver of such penal sum or an increase in the liability of Surety under the Payment Bond.

Obligee acknowledges that claims have been or may be asserted on the Payment Bond by Principal's unpaid suppliers and/or subcontractors. Unless required by law, Obligee acknowledges that it is not authorized to and agrees not to make any representations or promises regarding payment to such suppliers and/or subcontractors, and Obligee shall refer all inquiries from such suppliers and/or subcontractors with respect to payment to Surety. Surety shall have the right to settle, compromise, defend, appeal, pay, or dispute such claims as it, in its sole and complete discretion, may deem appropriate in accordance with the terms of the Payment Bond and applicable law.

The Payment Bond, however, will not cover any claims from any of the suppliers, laborers, vendors, and subcontractors of the Completion Contractors.

14. **No Admission of Liability.** Except as provided for in in this Agreement, neither this Agreement nor any provision hereof shall be deemed or construed to be an admission or concession of liability of any kind or nature by Principal, Surety, or Obligee or a waiver of any right, claim, or defense the Principal, Surety, or Obligee may have under the Contract, the Bonds, at law, and in equity. It is the understanding and intention of the Parties that, except as expressly set forth herein, any claims or contentions that may have been made or that may be made in relation to the Contract, the Bonds, at law, or in equity are in no way affected by this Agreement, and that by entering into this Agreement, the Parties acknowledge and agree that any and all rights, claims,

or defenses which Principal and/or Surety may believe themselves to have against Obligee or Obligee may believe itself to have against Principal and/or Surety in relation to the Contract, the Bonds, at law, or in equity are in no way impaired or reduced by this Agreement and are fully reserved.

15. **Rights Against Third Parties.** The Parties expressly reserve all claims, rights, remedies, and defenses they may have against any person or legal entity not a signatory hereto.

16. **Dispute Resolution.** Notwithstanding any provisions to the contrary in the Contract, the Parties agree that mediation and/or arbitration shall be undertaken only by the consent of both Parties.

17. **Governing Law.** The validity and interpretation of this Agreement, the rights and obligations of the Parties hereunder, and any and all disputes arising out of or relating to this Agreement shall be governed by, enforced, and construed in accordance with the laws of the State of Georgia, without regard to any otherwise applicable conflict of law rules or requirements.

18. **Venue.** This Agreement is performable and enforceable in Fulton County, Georgia.

19. **Entire Agreement.** This Agreement constitutes the entire Agreement and understanding of the Parties hereto relating to the subject matter hereof, and shall supersede all prior or contemporaneous agreements, understandings, representations, and warranties, whether written or oral, relating to the subject matter hereof. Each of the Parties acknowledges that the other Party, or anyone acting on behalf of the other Party has made no representations, inducements, promises, or agreements, orally or otherwise, unless such representations, inducements, promises, or agreements are expressly embodied in this Agreement.

20. **Illegality, Unenforceability, or Invalidity.** If any term or provision of this Agreement is construed or found to be void, voidable, illegal, unenforceable, or invalid, this will not affect the legality, enforceability, or validity of any of the other terms or provisions of this Agreement. The illegal, unenforceable, or invalid term or provision shall be deemed stricken and deleted, but all other terms and provisions shall nevertheless continue and be given full force and effect as if the illegal, unenforceable, or invalid terms or provisions had never been incorporated.

21. **Costs of Preparation.** Each of the Parties hereto shall be responsible for and shall pay all of its own administrative expenses incurred in connection with the negotiation, preparation, and finalization of this Agreement, including, without limitation, all legal fees and other expenses incident to the negotiation, preparation, and execution of this Agreement.

22. **Modifications to this Agreement.** No modification, amendment, or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties. Any attempted amendment or modification of this Agreement that does not comply with this Paragraph shall be deemed void.

23. **Headings.** The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not control or affect the meaning, construction, or effect of this Agreement, or any provisions hereof.

24. **Execution in Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

25. **Authority.** This Agreement has been duly executed and delivered by the parties hereto and constitutes a legal, valid, and binding obligation of the parties. Each person executing this Agreement on behalf of a Party hereto represents and warrants that they have full right and authority to enter into this Agreement. The person or persons signing and executing this Agreement on behalf of the Party, or representing themselves as signing and executing this Agreement on behalf of the Party, do hereby warrant and guarantee that he, she, or they have been duly authorized by the Party to execute this Agreement and to validly and legally bind the Party to all terms, performances, and provisions herein set forth. By their signatures below, the duly authorized representatives of the Parties accept the terms of this Agreement in full.

26. **Successors and Assigns.** This Agreement and the respective rights and obligations of the Parties shall inure to the benefit and be binding upon the successors and assigns of the Parties.

27. **Effective Date.** The Effective Date of this Agreement is the date of the last signature below.

/REMAINDER OF PAGE LEFT BLANK INTENTIONALLY./

SURETY

By:
Its:

[Signature]
VP CLAIMS

STATE OF OKLAHOMA §
COUNTY OF OKLAHOMA §

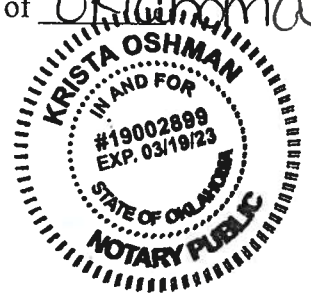
BEFORE ME, the undersigned authority, on this day personally appeared BRAD TOLLEFSON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of VP CLAIMS, and that he executed the same as the act of VP CLAIMS for the purposes and consideration therein expressed and in the capacity therein stated.

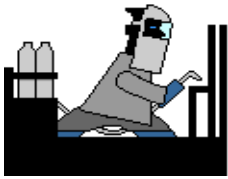
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of FEBRUARY, 2022.

Krista Oshman
Notary Public in and for the State of Oklahoma

My Commission Expires:

3/19/2023





Echols Welding

Done your way, in your time, with your price...

Date: 1/13/2022

Over 20 years welding & fabricating experience. All work guaranteed.

Quote

Quote includes: Certified Welders, manpower & WC/GL insurance.

Mail Payment to:

Tommy Echols
8302 Seabolt Drive
Cumming, GA 30028
770-715-8137 Cell
EcholsWelding@live.com

Quote for:

Granite
14001 Quailbrook Drive
Oklahoma City, OK. 73134

Job Description:

Morrison Parkway

Completed by	Job Description	Contractor #	Job Number	Purchase Order #/Contract #	Payment Terms	Balance Due Date
Tommy Echols						

Qty.				Per	Line Total
447'		Fabricated, powder coated and installed		\$85 per LF	\$37,995.00
Total Due					\$37,995.00

Morrison Parkway Sidewalk Improvements - Punch list items

Item #	Item Description	Quantity	Unit	Unit Price	Item Price
1	TRAFFIC CONTROL	1	LS	\$ 2,000.00	\$ 2,000.00
2	GRADING COMPLETE	1	LS	\$ 25,910.53	\$ 25,910.53
4	SOD, FESCUE	181	SY	\$ 12.46	\$ 2,253.88
5	SPOTLIGHTS	2	EA	\$ 236.84	\$ 473.68
6	RIPRAP, TP 1, 18 IN	9	SY	\$ 72.91	\$ 656.19
7	CONCRETE RAMP, 8 IN	2	SY	\$ 253.18	\$ 531.68
8	36" PIPE CLEANOUT/VACUUM	1	LS	\$ 13,698.00	\$ 13,698.00
				Grand Total	\$45,523.95

FINAL TENDER AND RELEASE AGREEMENT BETWEEN OWNER AND SURETY

This Final Tender and Release Agreement Between Owner and Surety (the “Agreement”) is made and entered as of the Effective Date by and between City of Alpharetta, Georgia (“Obligee” or “Owner”) and Granite RE, Inc. (“Surety”) (collectively, the “Parties”).

RECITALS

A. A1 Contracting, LLC (“Principal”) entered into a contract dated November 19, 2019 (the “Contract”), with Obligee to furnish certain labor and material and perform work on a construction project referred to as Morrison Parkway Sidewalk Improvements (the “Project”).

B. Surety issued a Performance Bond (the “Performance Bond”) and a Payment Bond (the “Payment Bond”), both numbered GRGA46464 and each in the penal sum of \$1,005,000.00, in connection with the Project naming Principal as principal and Obligee as obligee (collectively, the “Bonds”).

C. On or about January 7, 2022, Obligee declared Principal in default under the Contract.

D. On or about January 19, 2022, Obligee terminated Principal’s right to proceed with work under the Contract and made demand upon Surety under the terms of the Performance Bond.

E. Pursuant to the Contract, Obligee paid Principal \$771,251.96, leaving a balance of \$233,748.04 including retainage prior to the reduction set out at item I below.

F. The Parties have worked together to secure contractors to complete the remaining scope of work on this Project. The proposed completion contractors are Excellere Construction, LLC and Echols Welding (“Completion Contractors”).

G. The Completion Contractors have submitted proposals to finish the remaining scope of work on the Project in the amount of \$83,518.95. The remaining scope of work on this Project is identified in the attached Exhibit “A”.

H. The Surety has received several claims under the Payment Bond from several of Principal’s subcontractors, vendors, and suppliers (“Payment Bond Claimants”). The Surety has received payment bond claims in the amount of \$80,450.35 and is entitled to assert a subrogation claim against the Contract Balance to the extent it pays such claims.

I. The Parties agree that line item 53 (miscellaneous construction hydrovac and extended throats and tops from specs) will not be performed and is therefore removed from the remaining scope of work and the Contract Balance accordingly is \$183,748.04 (the “Contract Balance”).

J. Owner and Surety have agreed in good faith to compromise, settle, and satisfy claims, demands, and disputes between them arising out of or relating to the Project and the Bonds issued by the Surety on the Project.

K. Pursuant to its obligations under the Bonds, the Surety has agreed to tender to the Obligee the Completion Contractors under which the Completion Contractors will complete the remaining scope of work as identified in the attached Exhibit "A" in satisfaction of the Surety's obligations to the Owner under the Bonds ("Remaining Scope of Work").

L. The Owner shall enter into a contract with the Completion Contractors to perform the Remaining Scope of Work as identified in the attached Exhibit "A".

M. In consideration for the Surety's agreement to waive its right to takeover the Project under the Bonds and in satisfaction of the Surety's subrogation rights, the Obligee has agreed to make payment to the Surety in the amount not to exceed \$90,339.72 (NINETY THOUSAND THREE HUNDRED AND THRITY-NINE DOLLARS AND SEVENTY-TWO CENTS) ("Obligee Payment") as set out herein.

In consideration of the agreements and undertakings set forth below and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

AGREEMENTS

1. **Construction.** The Recitals to this Agreement are incorporated into this Agreement and form a part of the terms and conditions of this Agreement. The provisions of this Agreement are contractual and are not mere recitals. The Parties, together with their respective attorneys participated in the drafting and preparation of this Agreement. Therefore, this Agreement shall not be construed in favor of or against any Party on the basis that any such Party did or did not draft this Agreement or any attachment to it.

2. **Contract Balance.** Obligee represents and acknowledges that the sum of \$183,748.04 is the unpaid Contract Balance as of the Effective Date.

3. **Project Administration.** Administration and inspection of the Project will remain with Obligee and its agents/engineers and inspectors in accordance with the terms of the Contract.

4. **Surety's Waiver of Takeover Rights.** In considering of this Agreement and the Obligee Payment, the Surety agrees to forego and waiver its rights to takeover and complete the Contract as provided for in Section 1 of the Performance Bond.

5. **Surety's Tender of Completion Contractors.** In consideration of this Agreement and the Obligee's Payment, the Surety tenders the Completion Contractors to complete the remaining scope of work on the Project as identified in the attached Exhibit "A". Obligee hereby consents to Surety's selection of Completion Contractors. The Owner shall enter into contracts with the Completion Contractors to perform the remaining scope of work as identified in the attached Exhibit "A".

6. **Obligee Payment.** In consideration for the Surety's agreement to waive its right to takeover the Project under the Bonds and in satisfactory of the Surety's subrogation rights, the Obligee has agreed to pay the Surety an amount not to exceed \$90,339.72 (NINETY THOUSAND THREE HUNDRED AND THRITY-NINE DOLLARS AND SEVENTY-TWO CENTS)

("Obligee Payment"). The Oblige Payment will be made in installments. The first installment of the Oblige Payment will be in the amount of \$38,629.63 (THIRTY-EIGHT THOUSAND SIX HUNDRED TWENTY-NINE DOLLARS AND SIXTY-THREE CENTS) ("First Installment"). Oblige will issue the First Installment of the Oblige Payment to Surety within fourteen (14) days of the Effective Date. Subsequent installment payments will become due within fourteen (14) days after receipt by the Oblige of proof of payment by Surety to Payment Bond Claimants. However, the Oblige Payment under this Agreement shall not exceed \$90,339.72 in total. The failure to comply with the terms of the Oblige Payment shall constitute a material breach of contract. The Oblige Payment shall be made payable to Granite Re. Inc. The Oblige Payment shall be mailed to:

Granite RE. Inc.
ATTN: Brad Tollefson
14001 Quailbrook Drive
Oklahoma City, OK 73134

7. **Release by Owner.** In consideration of the above and the other good and valuable consideration described herein, Oblige does hereby expressly forever release, acquit, and discharge Surety and its subsidiaries, affiliates, officers, employees, agents, construction consultants, successors, assigns and attorneys from and against any and all claims, demands, causes of action, remedies, or actions for damages, and/or expenses arising out of or in any way related to the Bond, the Project, the Contract or the contract to be entered into between Owner and the Completion Contractors.

8. **Release by Surety.** Surety does hereby expressly forever release, acquit, and discharge Oblige and its, officers, employees, agents, construction consultants, successors, assigns and attorneys from and against any and all claims, demands, causes of action, remedies, or actions for damages, and/or expenses arising out of or in any way related to the Bond, the Project, the Contract or the contract to be entered into between Owner and the Completion Contractors. Provided however Oblige's duty to make payments to Surety as set out herein are not released.

9. **Return on Performance Bond.** Oblige shall mark the original Performance Bond "Released, Discharged, and Cancelled" and return the original Performance Bond to the Surety at the address provided in subsection 12 of this Agreement.

10. **Indemnification by Surety.** In consideration of the above and the other good and valuable consideration described herein, Surety will indemnify and hold harmless Oblige from any claims asserted by Principal against Oblige as to the Oblige Payment only.

11. **Matters Not Settled / Not Release:** Surety specifically reserves its rights of subrogation and indemnification against the Indemnitors pursuant to any indemnity rights available to the Surety, including, but not limited to, the General Agreement of Indemnity executed on July 25, 2019. Nothing in this Agreement shall release, alter, impair or prejudice any rights, claims, demand or remedies of Surety against the Indemnitors or any other persons or entities who agreed to indemnify Surety for claims arising under or in relation to any contract for indemnity.

12. **Notices.** All notices sent in accordance with the Contract or this Agreement shall be sent to the Party to receive such notice at the addresses set forth below or to such other address as either Party may specify in writing, and shall be presumed to have been given three (3) calendar days after mailing, provided mailing was by certified mail, with a copy transmitted by electronic mail, addressed to the intended recipient at its address set forth below:

Surety:
John A. Alves, Esq.
Thompson Law Group, LLC
3325 Paddocks Parkway
Suite 355
Suwanee, GA 30024
jalves@thompsonlawatl.com

Obligee:
Michael Stacy
Bovis, Kyle, Burch & Medlin, LLC.
200 Ashford Center North Ste 500 Atlanta, GA 30338
mstacy@boviskyle.com

13. **The Payment Bond.** The Payment Bond shall remain in full force and effect in accordance with its terms and provisions. Obligees acknowledge that the total liability of Surety under the Payment Bond shall not exceed the penal sum of the Payment Bond. All Payment Bond payments properly made by Surety shall be credited against the penal sum of the Payment Bond. Nothing in this Agreement constitutes a waiver of such penal sum or an increase in the liability of Surety under the Payment Bond.

Obligee acknowledges that claims have been or may be asserted on the Payment Bond by Principal's unpaid suppliers and/or subcontractors. Unless required by law, Obligees acknowledge that it is not authorized to and agrees not to make any representations or promises regarding payment to such suppliers and/or subcontractors, and Obligees shall refer all inquiries from such suppliers and/or subcontractors with respect to payment to Surety. Surety shall have the right to settle, compromise, defend, appeal, pay, or dispute such claims as it, in its sole and complete discretion, may deem appropriate in accordance with the terms of the Payment Bond and applicable law.

The Payment Bond, however, will not cover any claims from any of the suppliers, laborers, vendors, and subcontractors of the Completion Contractors.

14. **No Admission of Liability.** Except as provided for in this Agreement, neither this Agreement nor any provision hereof shall be deemed or construed to be an admission or concession of liability of any kind or nature by Principal, Surety, or Obligees or a waiver of any right, claim, or defense the Principal, Surety, or Obligees may have under the Contract, the Bonds, at law, and in equity. It is the understanding and intention of the Parties that, except as expressly set forth herein, any claims or contentions that may have been made or that may be made in relation to the Contract, the Bonds, at law, or in equity are in no way affected by this Agreement, and that by entering into this Agreement, the Parties acknowledge and agree that any and all rights, claims,

or defenses which Principal and/or Surety may believe themselves to have against Obligee or Obligee may believe itself to have against Principal and/or Surety in relation to the Contract, the Bonds, at law, or in equity are in no way impaired or reduced by this Agreement and are fully reserved.

15. **Rights Against Third Parties.** The Parties expressly reserve all claims, rights, remedies, and defenses they may have against any person or legal entity not a signatory hereto.

16. **Dispute Resolution.** Notwithstanding any provisions to the contrary in the Contract, the Parties agree that mediation and/or arbitration shall be undertaken only by the consent of both Parties.

17. **Governing Law.** The validity and interpretation of this Agreement, the rights and obligations of the Parties hereunder, and any and all disputes arising out of or relating to this Agreement shall be governed by, enforced, and construed in accordance with the laws of the State of Georgia, without regard to any otherwise applicable conflict of law rules or requirements.

18. **Venue.** This Agreement is performable and enforceable in Fulton County, Georgia.

19. **Entire Agreement.** This Agreement constitutes the entire Agreement and understanding of the Parties hereto relating to the subject matter hereof, and shall supersede all prior or contemporaneous agreements, understandings, representations, and warranties, whether written or oral, relating to the subject matter hereof. Each of the Parties acknowledges that the other Party, or anyone acting on behalf of the other Party has made no representations, inducements, promises, or agreements, orally or otherwise, unless such representations, inducements, promises, or agreements are expressly embodied in this Agreement.

20. **Illegality, Unenforceability, or Invalidity.** If any term or provision of this Agreement is construed or found to be void, voidable, illegal, unenforceable, or invalid, this will not affect the legality, enforceability, or validity of any of the other terms or provisions of this Agreement. The illegal, unenforceable, or invalid term or provision shall be deemed stricken and deleted, but all other terms and provisions shall nevertheless continue and be given full force and effect as if the illegal, unenforceable, or invalid terms or provisions had never been incorporated.

21. **Costs of Preparation.** Each of the Parties hereto shall be responsible for and shall pay all of its own administrative expenses incurred in connection with the negotiation, preparation, and finalization of this Agreement, including, without limitation, all legal fees and other expenses incident to the negotiation, preparation, and execution of this Agreement.

22. **Modifications to this Agreement.** No modification, amendment, or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties. Any attempted amendment or modification of this Agreement that does not comply with this Paragraph shall be deemed void.

23. **Headings.** The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not control or affect the meaning, construction, or effect of this Agreement, or any provisions hereof.

24. **Execution in Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

25. **Authority.** This Agreement has been duly executed and delivered by the parties hereto and constitutes a legal, valid, and binding obligation of the parties. Each person executing this Agreement on behalf of a Party hereto represents and warrants that they have full right and authority to enter into this Agreement. The person or persons signing and executing this Agreement on behalf of the Party, or representing themselves as signing and executing this Agreement on behalf of the Party, do hereby warrant and guarantee that he, she, or they have been duly authorized by the Party to execute this Agreement and to validly and legally bind the Party to all terms, performances, and provisions herein set forth. By their signatures below, the duly authorized representatives of the Parties accept the terms of this Agreement in full.

26. **Successors and Assigns.** This Agreement and the respective rights and obligations of the Parties shall inure to the benefit and be binding upon the successors and assigns of the Parties.

27. **Effective Date.** The Effective Date of this Agreement is the date of the last signature below.

/REMAINDER OF PAGE LEFT BLANK INTENTIONALLY./

By: _____
Its: _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of _____, and that he executed the same as the act of _____ for the purposes and consideration therein expressed and in the capacity therein stated.

Notary Public in and for the State of _____

FINAL TENDER AND RELEASE AGREEMENT BETWEEN CITY OF ALPHARETTA AND GRANITE RE. INC.
Page 7 of 8

By: _____
Its: _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of _____, and that he executed the same as the act of _____ for the purposes and consideration therein expressed and in the capacity therein stated.

Notary Public in and for the State of _____



City Council Meeting & Public Hearing STAFF REPORT

Submitting Department: Legal

Submitted By:

Sponsored By:

Meeting Date: February 28, 2022

**I. AGENDA ITEM TITLE: RESOLUTION TO AUTHORIZE THE USE OF EMINENT DOMAIN - 13000
MERIDIAN COURT**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE CERTAIN PROPERTY LOCATED AT 13000 MERIDIAN COURT, ALPHARETTA, GEORGIA (TAX PARCEL NO.: 21 -5680-1054-029-4) FOR ROAD PROJECT - MCGINNIS FERRY ROAD WIDENING FROM RONALD REAGAN BOULEVARD/UNION HILL ROAD TO HOSPITAL PARKWAY.

II. RECOMMENDATION:

III. REPORT IN BRIEF:

IV. ALTERNATIVES:

V. ATTACHMENTS:

Resolution - Eminent Domain 13000 Meridian Court

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA,
GEORGIA TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE
CERTAIN PROPERTY LOCATED AT 13000 MERIDIAN COURT, ALPHARETTA,
GEORGIA (TAX PARCEL NO.: 21 -5680-1054-029-4) FOR ROAD PROJECT –
MCGINNIS FERRY ROAD WIDENING FROM RONALD REAGAN
BOULEVARD/UNION HILL ROAD TO HOSPITAL PARKWAY**

WHEREAS, the City of Alpharetta (the “City”), in conjunction with the City of Johns Creek and Forsyth County, has determined that it is necessary to construct a road project, which includes the widening of, and construction of other operational improvements to, a portion of McGinnis Ferry Road, such road project being known as the McGinnis Ferry Road from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway project (the “Project”); and

WHEREAS, in order to construct the Project, it is necessary to acquire certain rights to, in, over, under, through, and across the property now or formerly owned by Reza Ray Hedayati and Khadijeh Malak located at 13000 Meridian Court (Tax Parcel No.: 21 -5680-1054-029-4) within the City of Alpharetta, Georgia (reference: **Project Parcel 62**), as further described and shown in Attachment "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the Mayor and Council have considered the Project and determined that the Project and the use of eminent domain to acquire those certain rights to, in, over, under, through, and across the foregoing property are necessary, in the public interest, and must be carried out expeditiously to ensure the timely completion of the Project.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, AS FOLLOWS:

For public road purposes and to meet the public necessity for immediately acquiring the subject property rights, which are hereby declared, the Mayor and Council authorize the City Attorney's Office to acquire through the use of Eminent Domain, pursuant to Title 32 of the Official Code of Georgia Annotated, the necessary property rights to, in, over, under, through, and across the property located at 13000 Meridian Court (Tax Parcel No.: 21 -5680-1054-029-4), in order to ensure the timely completion of the Project – McGinnis Ferry Road from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway. Further, the Mayor and the City Administrator are specifically authorized to execute, on behalf of and as if signed by every member of the governing authority of the City, the Mayor and Council, any and all documents necessary to further the filing of any Petition for Condemnation or Declaration of Taking related to the same and/or in furtherance of this Resolution.

SO RESOLVED, this _____ day of _____, 2022.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

Jason Binder

Doug DeRito

John Hipes

Dan Merkel

Donald Mitchell

(SEAL)

Attest:

Brian Will

Lauren Shapiro, City Clerk

Approved as to form and legal sufficiency:

Michael D. Stacy, City Attorney

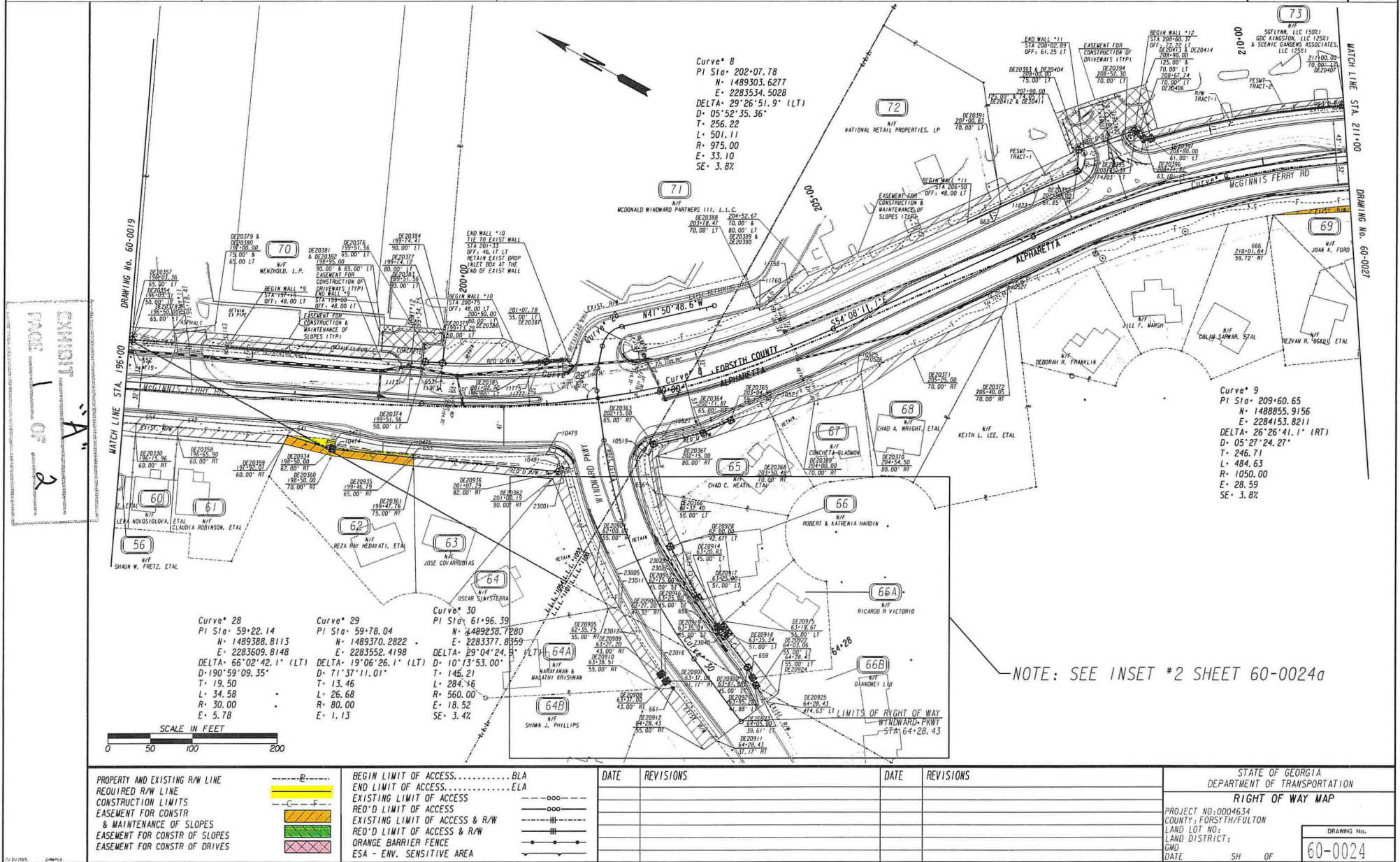
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2/10/2020
GDMPLK

66-0024

P.L. No.
0004634



RED'D PERM. ES'WT - PAR 69/SVS6		RED'D PERM. ES'WT. DE638	
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
666	59.72 H	210°01.84	McGinnis Ferry Rd Const Cl
ARC LENGTH = 162.62			
CHORD BEAR = S 34°14'55.8" E			
LATH CHORD = 162.44			
RADIUS = 995.45			
DEGREE = 5°45'20.7"			
665	56.23 H	211°74.13	McGinnis Ferry Rd Const Cl
5°60°49'56.0" W			
DE020373	65.00 R	211°14.5	McGinnis Ferry Rd Const Cl

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RECD EASST = 35.71 21401.64 McTannis Ferry Rd Const CL
RECD EASST = 36.89 SF ACRES
RECD EASST = 0.021
=====
RECD R/W = PAR 7015/207 RECD R/W DE639
=====
PNT OFFSET/ STATION/ ALIGNMENT
DIST BEARING
DE20354 50.00 L 196+03.31 McTannis Ferry Rd Const CL

```

LNTH	26.00			
RADIUS	265.00			
DEGREE	8° 11' 38.9"			
DE20375	50.00	199° 73.20		McGinnis Ferry Rd Const CL
		199° 13.20	65° 34.2"	McGinnis Ferry Rd Const CL
653	41.51			
ARC LENGTH	34.97			
CHORD BEAR		N 25° 31' 20.2" E		
LNTH CORD	34.96			
DEGREE	5° 51' 10.4"			
11731	43.41	199° 37.20		McGinnis Ferry Rd Const CL
	33.30	199° 28.3"		
64	44.51	196° 01.30		
	5.41	195° 29° 51.9" E		
DE20354	50.00	196.03		McGinnis Ferry Rd Const CL
LNTH	264.13			
BEAD R/W	0.05			
REMAINING	+/- 4.265	ACRES		

PRT	OFFSET	DIST	STATION BEARING	ALIGNMENT
DE020357	65.00 L	196-01.36	N 84° 1' 10.2" E	McGinnis Ferry Rd Coast CL
DE020376	65.00 L	196-01.55	N 84° 1' 15.2" E	McGinnis Ferry Rd Coast CL
DE020377	50.00 L	196-01.55	N 84° 1' 15.2" E	McGinnis Ferry Rd Coast CL
DE020378	80.00 L	196-01.36	N 84° 1' 10.2" E	McGinnis Ferry Rd Coast CL
DE020379	50.00 L	197-73.29	N 84° 1' 10.2" E	McGinnis Ferry Rd Coast CL
DATA CENTER CATCH BASIN LATER CHORD	20.62 RADIUS = OFFSET =	197-73.29 382.00 11° 38' 3"		
DE020374	54.24 L	199-51.56	N 84° 1' 15.2" E	McGinnis Ferry Rd Coast CL
DE020354	50.00 L	199-51.56	N 84° 1' 15.2" E	McGinnis Ferry Rd Coast CL
DE020355	65.00 L	199-03.36	N 84° 1' 10.2" E	McGinnis Ferry Rd Coast CL
RECD PLANT	(-) 1.31	ACRES		

STATE OF GEORGIA	
DEPARTMENT OF TRANSPORTATION	
RIGHT OF WAY MAP	
PROJECT NO. 0004634	
COUNTY: FORSYTH/FULTON	
LAND LOT NO:	
LAND DISTRICT:	
GMD	DRAWING No.
DATE	60-0025



City Council Meeting & Public Hearing STAFF REPORT

Submitting Department: Legal

Submitted By:

Sponsored By:

Meeting Date: February 28, 2022

I. AGENDA ITEM TITLE: RESOLUTION TO AUTHORIZE THE USE OF EMINENT DOMAIN - 20
FIELDSTONE WAY

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO
AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE CERTAIN PROPERTY LOCATED AT 20
FIELDSTONE WAY, ALPHARETTA, GEORGIA (TAX PARCEL NO.: 21 -5690-1100-107-0) FOR ROAD
PROJECT - MCGINNIS FERRY ROAD WIDENING FROM RONALD REAGAN BOULEVARD/UNION HILL
ROAD TO HOSPITAL PARKWAY.

II. RECOMMENDATION:

III. REPORT IN BRIEF:

IV. ALTERNATIVES:

V. ATTACHMENTS:

Resolution - Eminent Domain 20 Fieldstone Way

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA,
GEORGIA TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE
CERTAIN PROPERTY LOCATED AT 20 FIELDSTONE WAY, ALPHARETTA,
GEORGIA (TAX PARCEL NO.: 21 -5690-1100-107-0) FOR ROAD PROJECT –
MCGINNIS FERRY ROAD WIDENING FROM RONALD REAGAN
BOULEVARD/UNION HILL ROAD TO HOSPITAL PARKWAY**

WHEREAS, the City of Alpharetta (the “City”), in conjunction with the City of Johns Creek and Forsyth County, has determined that it is necessary to construct a road project, which includes the widening of, and construction of other operational improvements to, a portion of McGinnis Ferry Road, such road project being known as the McGinnis Ferry Road from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway project (the “Project”); and

WHEREAS, in order to construct the Project, it is necessary to acquire certain rights to, in, over, under, through, and across the property now or formerly owned by Qiangwei Liu located at 20 Fieldstone Way (Tax Parcel No.: 21 -5690-1100-107-0) within the City of Alpharetta, Georgia (reference: **Project Parcel 66B**), as further described and shown in Attachment "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the Mayor and Council have considered the Project and determined that the Project and the use of eminent domain to acquire those certain rights to, in, over, under, through, and across the foregoing property are necessary, in the public interest, and must be carried out expeditiously to ensure the timely completion of the Project.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, AS FOLLOWS:

For public road purposes and to meet the public necessity for immediately acquiring the subject property rights, which are hereby declared, the Mayor and Council authorize the City Attorney's Office to acquire through the use of Eminent Domain, pursuant to Title 32 of the Official Code of Georgia Annotated, the necessary property rights to, in, over, under, through, and across the property located at 20 Fieldstone Way (Tax Parcel No.: 21 -5690-1100-107-0), in order to ensure the timely completion of the Project – McGinnis Ferry Road from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway. Further, the Mayor and the City Administrator are specifically authorized to execute, on behalf of and as if signed by every member of the governing authority of the City, the Mayor and Council, any and all documents necessary to further the filing of any Petition for Condemnation or Declaration of Taking related to the same and/or in furtherance of this Resolution.

SO RESOLVED, this _____ day of _____, 2022.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

Jason Binder

Doug DeRito

John Hipes

Dan Merkel

Donald Mitchell

(SEAL)

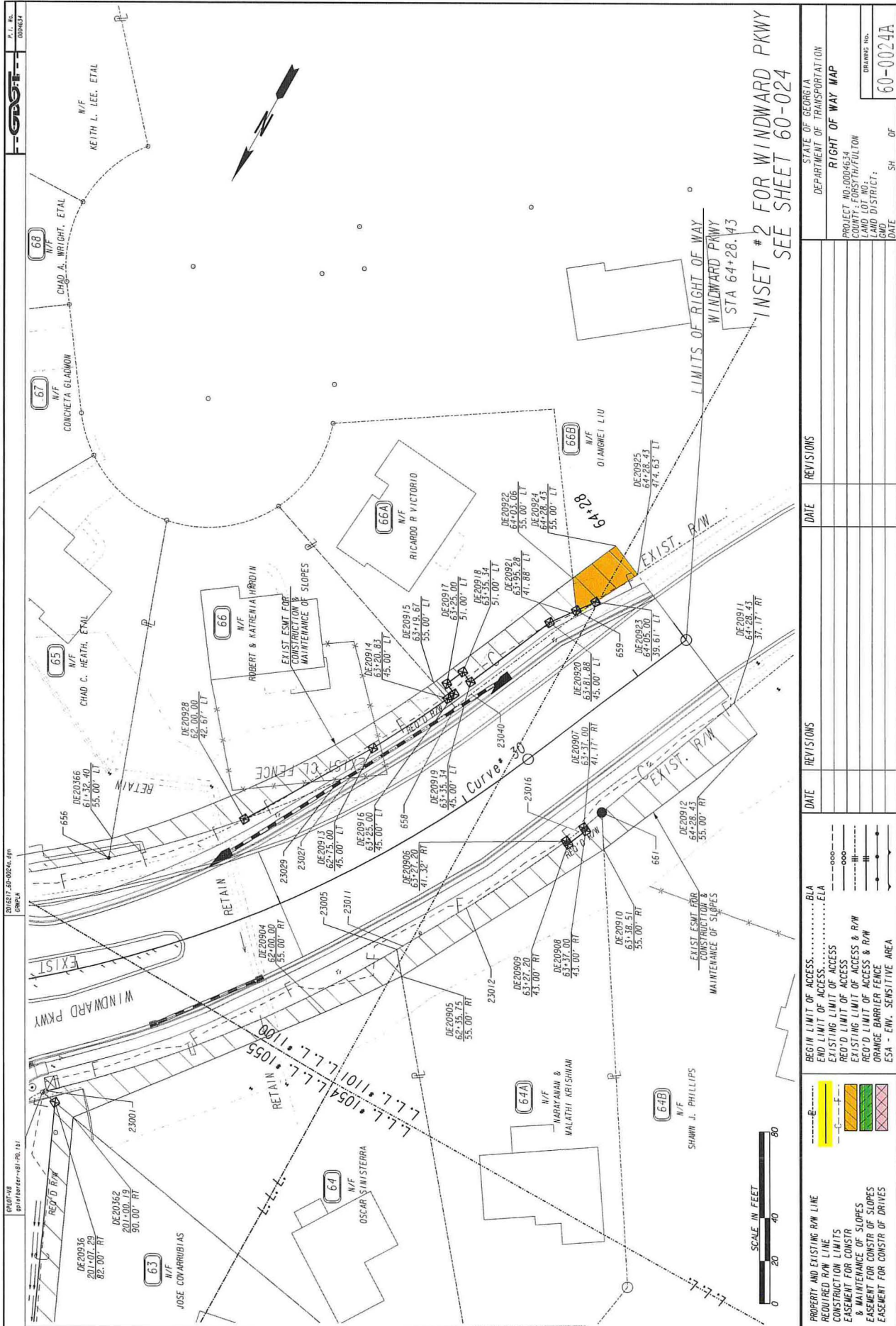
Attest:

Brian Will

Lauren Shapiro, City Clerk

Approved as to form and legal sufficiency:

Michael D. Stacy, City Attorney



INSET #2 FOR WINDWARD PKWY
SEE SHEET 60-024

[illegible]

[illegible]

PROPERTY AND EXISTING R/W LINE	BEGIN LIMIT OF ACCESS.....BLA	DATE	REVISIONS	DATE	REVISIONS	STATE OF GEORGIA
REQUIRED R/W LINE	END LIMIT OF ACCESS.....ELA					DEPARTMENT OF TRANSPORTATION
CONSTRUCTION LIMITS	RED D. LIMIT OF ACCESS					RIGHT OF WAY MAP
EASEMENT FOR CONSTR	EXISTING LIMIT OF ACCESS & R/W					PROJECT NO. 60-0025A
EASEMENT FOR CONSTR OF SLOPES	RED D. LIMIT OF ACCESS & R/W					COUNTY: FORT THOMAS
EASEMENT FOR CONSTR OF DRIVES	ORANGE BARRIER FENCE					LAND LOT NO.:
	ESA - ENV. SENSITIVE AREA					LAND DISTRICT:
						DATE
						SH OF
						DRAWING NO.
						60-0025A

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA,
GEORGIA TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE
CERTAIN PROPERTY LOCATED AT 40 FIELDSTONE WAY, ALPHARETTA,
GEORGIA (TAX PARCEL NO.: 21 -5690-1100-108-8) FOR ROAD PROJECT –
MCGINNIS FERRY ROAD WIDENING FROM RONALD REAGAN
BOULEVARD/UNION HILL ROAD TO HOSPITAL PARKWAY**

WHEREAS, the City of Alpharetta (the “City”), in conjunction with the City of Johns Creek and Forsyth County, has determined that it is necessary to construct a road project, which includes the widening of, and construction of other operational improvements to, a portion of McGinnis Ferry Road, such road project being known as the McGinnis Ferry Road from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway project (the “Project”); and

WHEREAS, in order to construct the Project, it is necessary to acquire certain rights to, in, over, under, through, and across the property now or formerly owned by Ricardo R. Victorio and Victoria P. Victorio located at 40 Fieldstone Way (Tax Parcel No.: 21 -5690-1100-108-8) within the City of Alpharetta, Georgia (reference: **Project Parcel 66A**), as further described and shown in Attachment "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the Mayor and Council have considered the Project and determined that the Project and the use of eminent domain to acquire those certain rights to, in, over, under, through, and across the foregoing property are necessary, in the public interest, and must be carried out expeditiously to ensure the timely completion of the Project.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, AS FOLLOWS:

For public road purposes and to meet the public necessity for immediately acquiring the subject property rights, which are hereby declared, the Mayor and Council authorize the City Attorney's Office to acquire through the use of Eminent Domain, pursuant to Title 32 of the Official Code of Georgia Annotated, the necessary property rights to, in, over, under, through, and across the property located at 40 Fieldstone Way (Tax Parcel No.: 21 -5690-1100-108-8), in order to ensure the timely completion of the Project – McGinnis Ferry Road from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway. Further, the Mayor and the City Administrator are specifically authorized to execute, on behalf of and as if signed by every member of the governing authority of the City, the Mayor and Council, any and all documents necessary to further the filing of any Petition for Condemnation or Declaration of Taking related to the same and/or in furtherance of this Resolution.

SO RESOLVED, this _____ day of _____, 2022.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

Jason Binder

Doug DeRito

John Hipes

Dan Merkel

Donald Mitchell

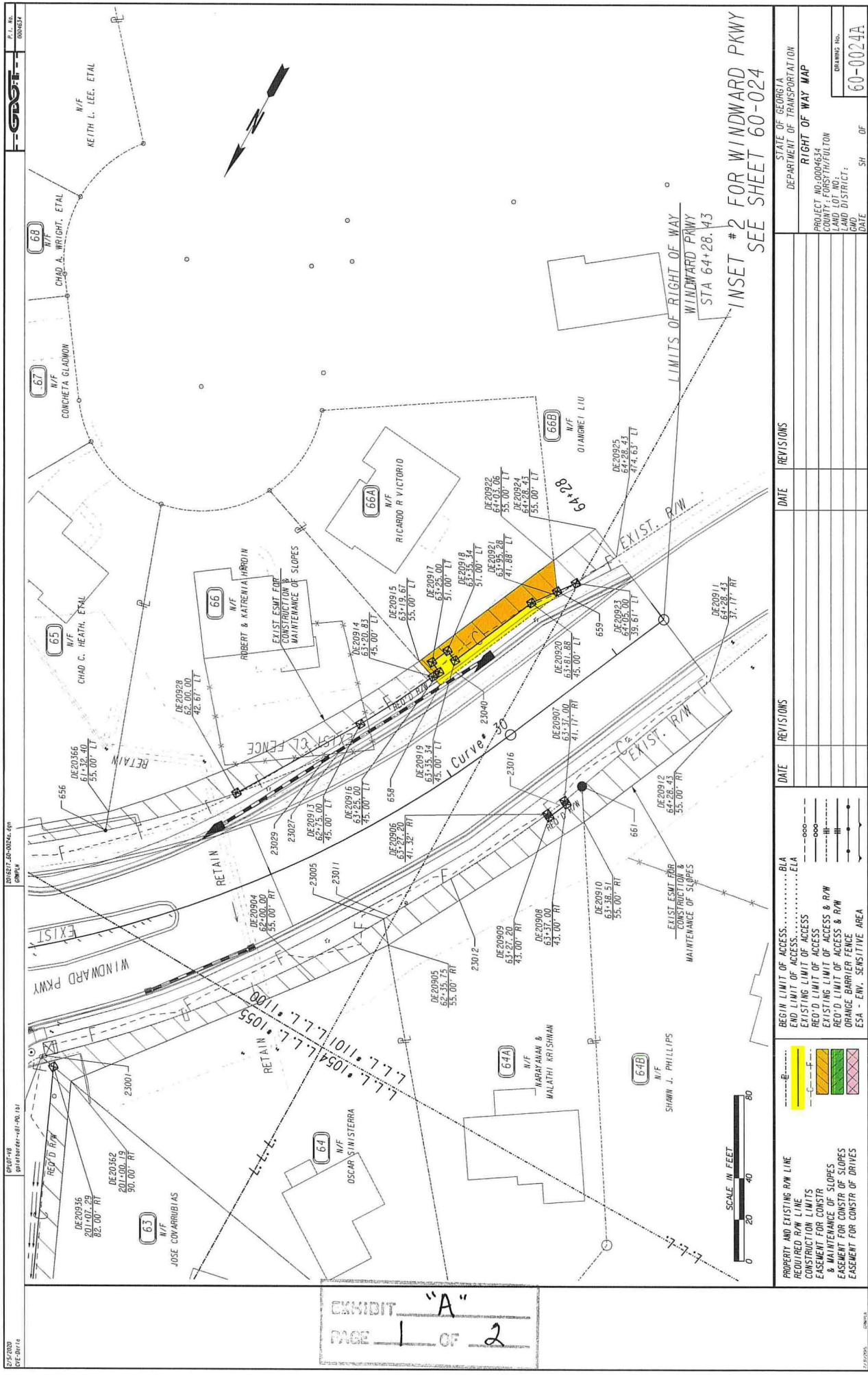
(SEAL)

Attest: _____
Brian Will

Lauren Shapiro, City Clerk

Approved as to form and legal sufficiency:

Michael D. Stacy, City Attorney



INSET #2 FOR WINDWARD PKWY
SEE SHEET 60-024

STATE OF GEORGIA		DEPARTMENT OF TRANSPORTATION	
RIGHT OF WAY MAP		PROJECT NO. 60-004634	
		COUNTY: FORSTH/FULTON	
		LAND LOT NO.:	
		TOWNSHIP AND DISTRICT:	
		DATE	
		DRAWING NO.	
		60-0024A	
		DATE	
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.....
OD PERM ESUT - PAR 66/SV330  REQ'D PERM. EASM'T.  DE865
.....
DWT  OFFSET/  STATION/  ALIGNMENT
.....

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Windward Play/Publix Drwy North	61°32'40"	55.00 L	63°19'52"	Windward Play/Publix Drwy North
20916	55.00 L	168.87	70.35 S	20914
20917	55.00 L	168.87	70.35 S	20915
20918	55.00 L	168.87	70.35 S	20916
20919	55.00 L	168.87	70.35 S	20917
20920	55.00 L	168.87	70.35 S	20918
20921	55.00 L	168.87	70.35 S	20919
20922	55.00 L	168.87	70.35 S	20920
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20925	55.00 L	168.87	70.35 S	20923
20926	55.00 L	168.87	70.35 S	20924
20927	55.00 L	168.87	70.35 S	20925
20928	55.00 L	168.87	70.35 S	20926
20929	55.00 L	168.87	70.35 S	20927
20930	55.00 L	168.87	70.35 S	20928
20931	55.00 L	168.87	70.35 S	20929
20932	55.00 L	168.87	70.35 S	20930
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20934	55.00 L	168.87	70.35 S	20932
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20937	55.00 L	168.87	70.35 S	20935
20938	55.00 L	168.87	70.35 S	20936
20939	55.00 L	168.87	70.35 S	20937
20940	55.00 L	168.87	70.35 S	20938
20941	55.00 L	168.87	70.35 S	20939
20942	55.00 L	168.87	70.35 S	20940
20943	55.00 L	168.87	70.35 S	20941
20944	55.00 L	168.87	70.35 S	20942
20945	55.00 L	168.87	70.35 S	20943
20946	55.00 L	168.87	70.35 S	20944
20947	55.00 L	168.87	70.35 S	20945
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20949	55.00 L	168.87	70.35 S	20947
20950	55.00 L	168.87	70.35 S	20948
20951	55.00 L	168.87	70.35 S	20949
20952	55.00 L	168.87	70.35 S	20950
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20958	55.00 L	168.87	70.35 S	20956
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20963	55.00 L	168.87	70.35 S	20961
20964	55.00 L	168.87	70.35 S	20962
20965	55.00 L	168.87	70.35 S	20963
20966	55.00 L	168.87	70.35 S	20964
20967	55.00 L	168.87	70.35 S	20965
20968	55.00 L	168.87	70.35 S	20966
20969	55.00 L	168.87	70.35 S	20967
20970	55.00 L	168.87	70.35 S	20968
20971	55.00 L	168.87	70.35 S	20969
20972	55.00 L	168.87	70.35 S	20970
20973	55.00 L	168.87	70.35 S	20971
20974	55.00 L	168.87	70.35 S	20972
20975	55.00 L	168.87	70.35 S	20973
20976	55.00 L	168.87	70.35 S	20974
20977	55.00 L	168.87		

[illegible][illegible]

PNT	OFFSET/ DIST	STATUS/ BEARING	ALIGNMENT
DE2014	45.00	1.83	Winward Play/Publi: Drwy North
DE2015	45.00	5.17	Winward Play/Publi: Drwy North
DE2016	45.00	6.00	Winward Play/Publi: Drwy North
DE2017	51.00	9.40	Winward Play/Publi: Drwy North
DE2018	51.00	22.31	Winward Play/Publi: Drwy North

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

PROJECT NO: 0004634 COUNTY: FORSYTH/FULTON LAND LOT NO: LAND DISTRICT: GAO		DRAWING NO. 60-00250
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1000

EXHIBIT "A"
PAGE 2 OF 2



City Council Meeting & Public Hearing STAFF REPORT

Submitting Department: Legal

Submitted By:

Sponsored By:

Meeting Date: February 28, 2022

**I. AGENDA ITEM TITLE: RESOLUTION TO AUTHORIZE THE USE OF EMINENT DOMAIN - 50
FIELDSTONE WAY**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE CERTAIN PROPERTY LOCATED AT 50 FIELDSTONE WAY, ALPHARETTA, GEORGIA (TAX PARCEL NO.: 21 -5690-1100-109-6) FOR ROAD PROJECT - MCGINNIS FERRY ROAD WIDENING FROM RONALD REAGAN BOULEVARD/UNION HILL ROAD TO HOSPITAL PARKWAY.

II. RECOMMENDATION:

III. REPORT IN BRIEF:

IV. ALTERNATIVES:

V. ATTACHMENTS:

Resolution - Eminent Domain 50 Fieldstone Way

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA,
GEORGIA TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE
CERTAIN PROPERTY LOCATED AT 50 FIELDSTONE WAY, ALPHARETTA,
GEORGIA (TAX PARCEL NO.: 21 -5690-1100-109-6) FOR ROAD PROJECT –
MCGINNIS FERRY ROAD WIDENING FROM RONALD REAGAN
BOULEVARD/UNION HILL ROAD TO HOSPITAL PARKWAY**

WHEREAS, the City of Alpharetta (the “City”), in conjunction with the City of Johns Creek and Forsyth County, has determined that it is necessary to construct a road project, which includes the widening of, and construction of other operational improvements to, a portion of McGinnis Ferry Road, such road project being known as the McGinnis Ferry Road from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway project (the “Project”); and

WHEREAS, in order to construct the Project, it is necessary to acquire certain rights to, in, over, under, through, and across the property now or formerly owned by Robert A. Hardin and Katrenia C. Hardin located at 50 Fieldstone Way (Tax Parcel No.: 21 -5690-1100-109-6) within the City of Alpharetta, Georgia (reference: **Project Parcel 66**), as further described and shown in Attachment "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the Mayor and Council have considered the Project and determined that the Project and the use of eminent domain to acquire those certain rights to, in, over, under, through, and across the foregoing property are necessary, in the public interest, and must be carried out expeditiously to ensure the timely completion of the Project.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, AS FOLLOWS:

For public road purposes and to meet the public necessity for immediately acquiring the subject property rights, which are hereby declared, the Mayor and Council authorize the City Attorney's Office to acquire through the use of Eminent Domain, pursuant to Title 32 of the Official Code of Georgia Annotated, the necessary property rights to, in, over, under, through, and across the property located at 50 Fieldstone Way (Tax Parcel No.: 21 -5690-1100-109-6), in order to ensure the timely completion of the Project – McGinnis Ferry Road from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway. Further, the Mayor and the City Administrator are specifically authorized to execute, on behalf of and as if signed by every member of the governing authority of the City, the Mayor and Council, any and all documents necessary to further the filing of any Petition for Condemnation or Declaration of Taking related to the same and/or in furtherance of this Resolution.

SO RESOLVED, this _____ day of _____, 2022.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

Jason Binder

Doug DeRito

John Hipes

Dan Merkel

Donald Mitchell

(SEAL)

Attest: _____
Brian Will

Lauren Shapiro, City Clerk

Approved as to form and legal sufficiency:

Michael D. Stacy, City Attorney



City Council Meeting & Public Hearing STAFF REPORT

Submitting Department: Legal

Submitted By:

Sponsored By:

Meeting Date: February 28, 2022

I. AGENDA ITEM TITLE: RESOLUTION TO AUTHORIZE THE USE OF EMINENT DOMAIN - 65
FIELDSTONE WAY

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO
AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE CERTAIN PROPERTY LOCATED AT 65
FIELDSTONE WAY, ALPHARETTA, GEORGIA (TAX PARCEL NO.: 21 -5690-1100-112-0) FOR ROAD
PROJECT - MCGINNIS FERRY ROAD WIDENING FROM RONALD REAGAN BOULEVARD/UNION HILL
ROAD TO HOSPITAL PARKWAY.

II. RECOMMENDATION:

III. REPORT IN BRIEF:

IV. ALTERNATIVES:

V. ATTACHMENTS:

Resolution - Eminent Domain - 65 Fieldstone Way

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA,
GEORGIA TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE
CERTAIN PROPERTY LOCATED AT 65 FIELDSTONE WAY, ALPHARETTA,
GEORGIA (TAX PARCEL NO.: 21 -5690-1100-112-0) FOR ROAD PROJECT –
MCGINNIS FERRY ROAD WIDENING FROM RONALD REAGAN
BOULEVARD/UNION HILL ROAD TO HOSPITAL PARKWAY**

WHEREAS, the City of Alpharetta (the “City”), in conjunction with the City of Johns Creek and Forsyth County, has determined that it is necessary to construct a road project, which includes the widening of, and construction of other operational improvements to, a portion of McGinnis Ferry Road, such road project being known as the McGinnis Ferry Road from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway project (the “Project”); and

WHEREAS, in order to construct the Project, it is necessary to acquire certain rights to, in, over, under, through, and across the property now or formerly owned by Niranjana Gundagatti Rajasekhara located at 65 Fieldstone Way (Tax Parcel No.: 21 -5690-1100-112-0) within the City of Alpharetta, Georgia (reference: **Project Parcel 68**), as further described and shown in Attachment "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the Mayor and Council have considered the Project and determined that the Project and the use of eminent domain to acquire those certain rights to, in, over, under, through, and across the foregoing property are necessary, in the public interest, and must be carried out expeditiously to ensure the timely completion of the Project.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, AS FOLLOWS:

For public road purposes and to meet the public necessity for immediately acquiring the subject property rights, which are hereby declared, the Mayor and Council authorize the City Attorney's Office to acquire through the use of Eminent Domain, pursuant to Title 32 of the Official Code of Georgia Annotated, the necessary property rights to, in, over, under, through, and across the property located at 65 Fieldstone Way (Tax Parcel No.: 21 -5690-1100-112-0), in order to ensure the timely completion of the Project – McGinnis Ferry Road from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway. Further, the Mayor and the City Administrator are specifically authorized to execute, on behalf of and as if signed by every member of the governing authority of the City, the Mayor and Council, any and all documents necessary to further the filing of any Petition for Condemnation or Declaration of Taking related to the same and/or in furtherance of this Resolution.

SO RESOLVED, this _____ day of _____, 2022.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

Jason Binder

Doug DeRito

John Hipes

Dan Merkel

Donald Mitchell

(SEAL)

Attest: _____
Brian Will

Lauren Shapiro, City Clerk

Approved as to form and legal sufficiency:

Michael D. Stacy, City Attorney

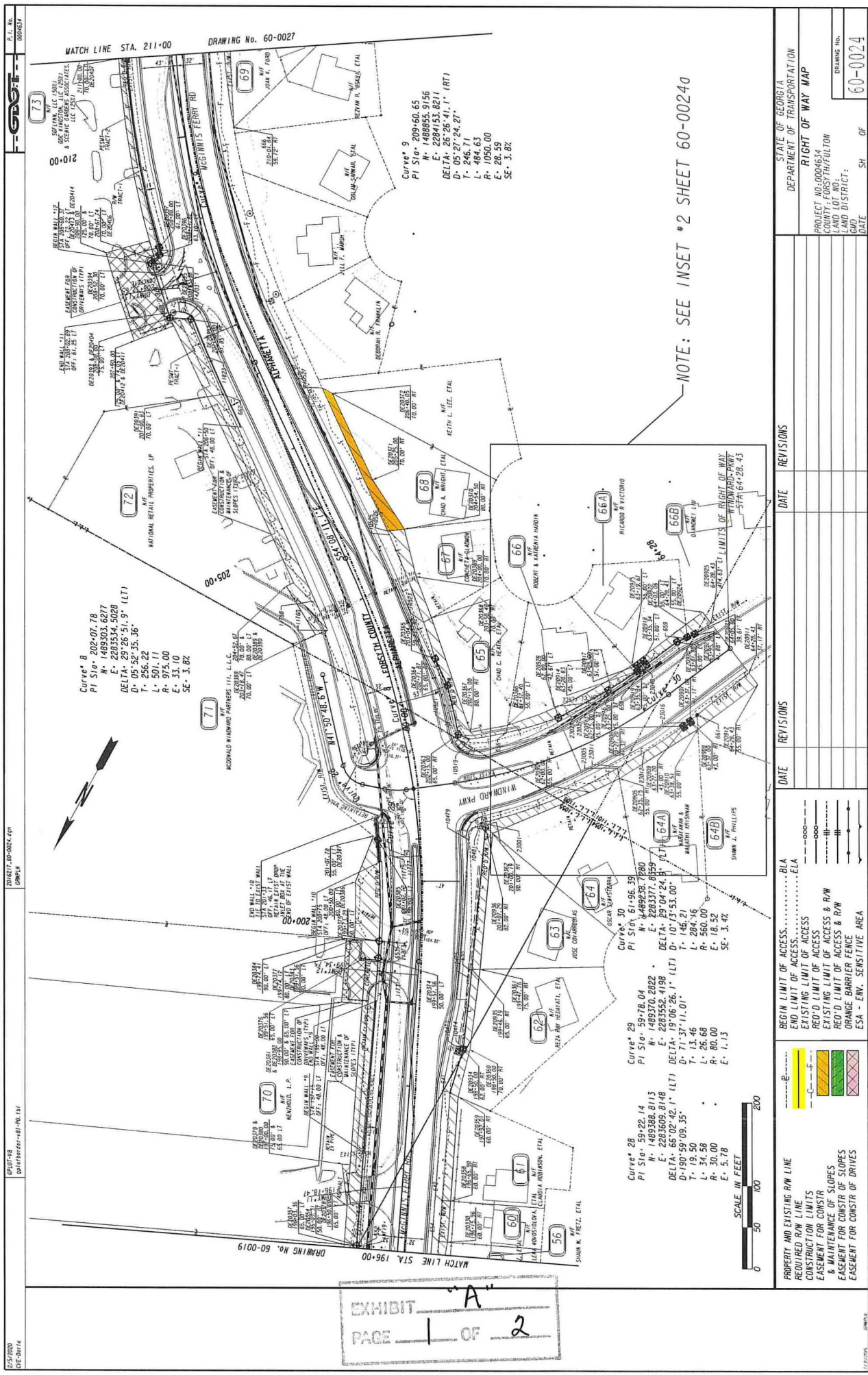


EXHIBIT "A"
PAGE 1 OF 2



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT

SUBMITTED BY: KATHI COOK

DRAFTED BY: MICHAEL WOODMAN

I. AGENDA ITEM TITLE: BROOKSIDE SMALL AREA PLAN

CITY COUNCIL:

FEBRUARY 28, 2022

II. REPORT IN BRIEF:

The Brookside Small Area Plan was prepared in response to community feedback identifying the area as a priority redevelopment opportunity in conjunction with the Horizon 2040 Comprehensive Plan. The area, which consists of a mix of office, institutional and commercial uses, has one of the highest office vacancies rates in the City. Staff and our consultant, Kimley-Horn & Associates, developed the plan with input from a variety of commercial brokers, office tenants, Georgia State University, and adjacent Homeowner's Associations. The plan includes a review of existing conditions, development regulation recommendations, concepts and themes, development framework and an action plan. It is recommended that the plan is adopted and incorporated into the Horizon 2040 Comprehensive Plan, which will provide opportunities to seek grant funding for public improvements.

III. ATTACHMENTS:

- Brookside Small Area Plan

BROOKSIDE SMALL AREA PLAN



CONTENTS

PUBLIC PARTICIPATION PROCESS.....	3
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EXISTING CONDITIONS

20 YEARS AGO.....	4
BROOKSIDE MASTER PLAN	5
OFFICE AND COMMERCIAL TRENDS	6-7
TRAILS, PARKING & SETBACKS.....	8-11
BROOKSIDE PARK.....	12

FRAMEWORK PLAN

FRAMEWORK PLAN & OPPORTUNITIES	13-14
EMERGING CONCEPTS & THEMES.....	15-17
PLACEMAKING IDEAS.....	18-19
STREETSCAPE & INTERSECTIONS.....	20-23

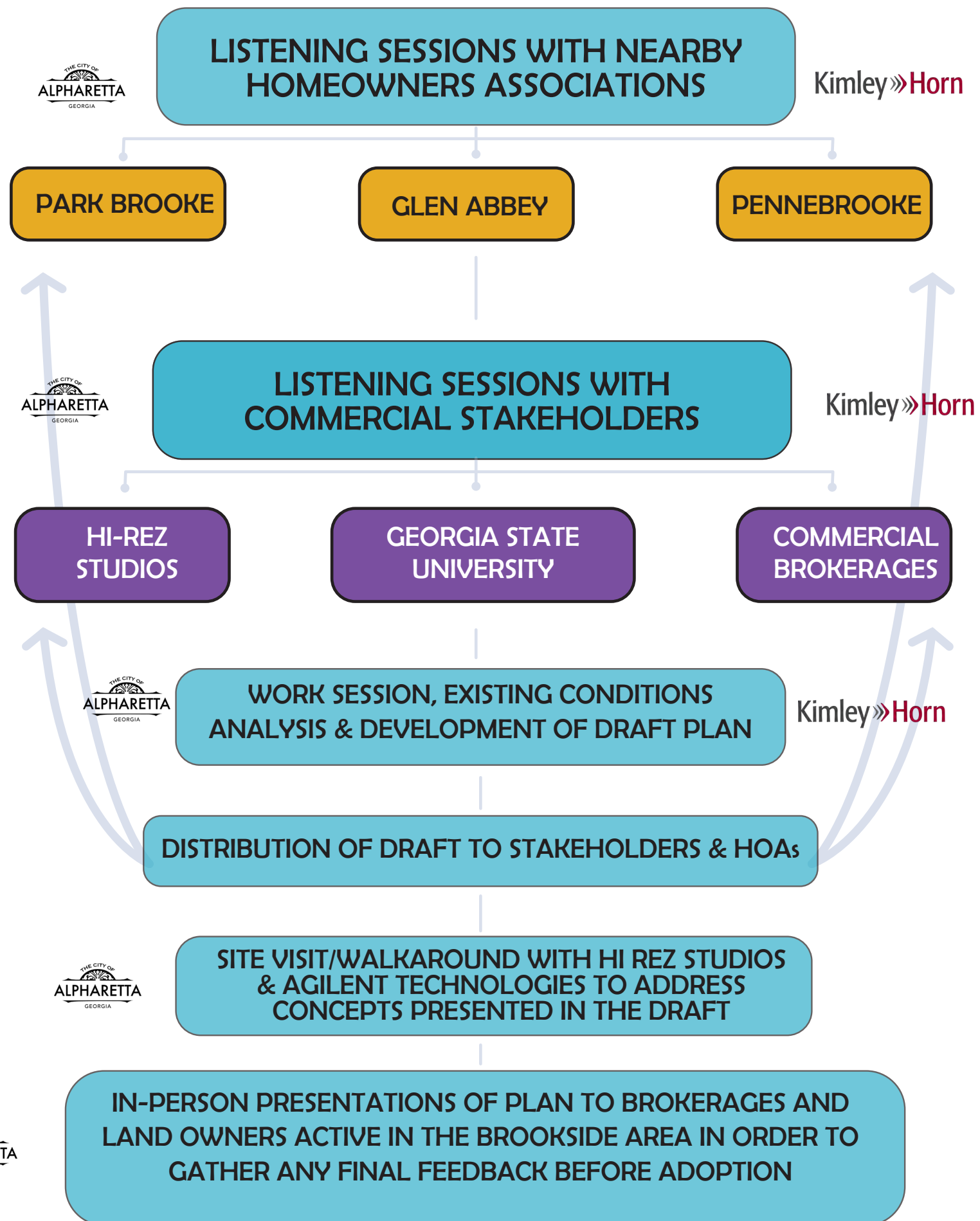
ACTION PLAN

SHORT TERM ACTION PLAN	24
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PUBLIC OUTREACH PROCESS

CONTINUOUS
COMMUNITY
FEEDBACK
LOOP

The continuous feedback loop consisted primarily of frequent email correspondence with the major stakeholders and HOAs, with open invitation to bring forth ideas or weigh in on concepts as they were being developed. Multiple iterations of the work plan were shared between Fall 2021 and Spring 2022.



Summer 2021

Fall 2021

Winter 2021

Spring 2022

A Glance Back to 20 Years Ago...



Much of what exists today at Brookside was either already built or under construction in the early 2000s, as in the image below from 2002. The Mansions Senior Living, Georgia State's 2nd building, and Zyka Restaurant are the only new projects that have come along in the last 15 years.

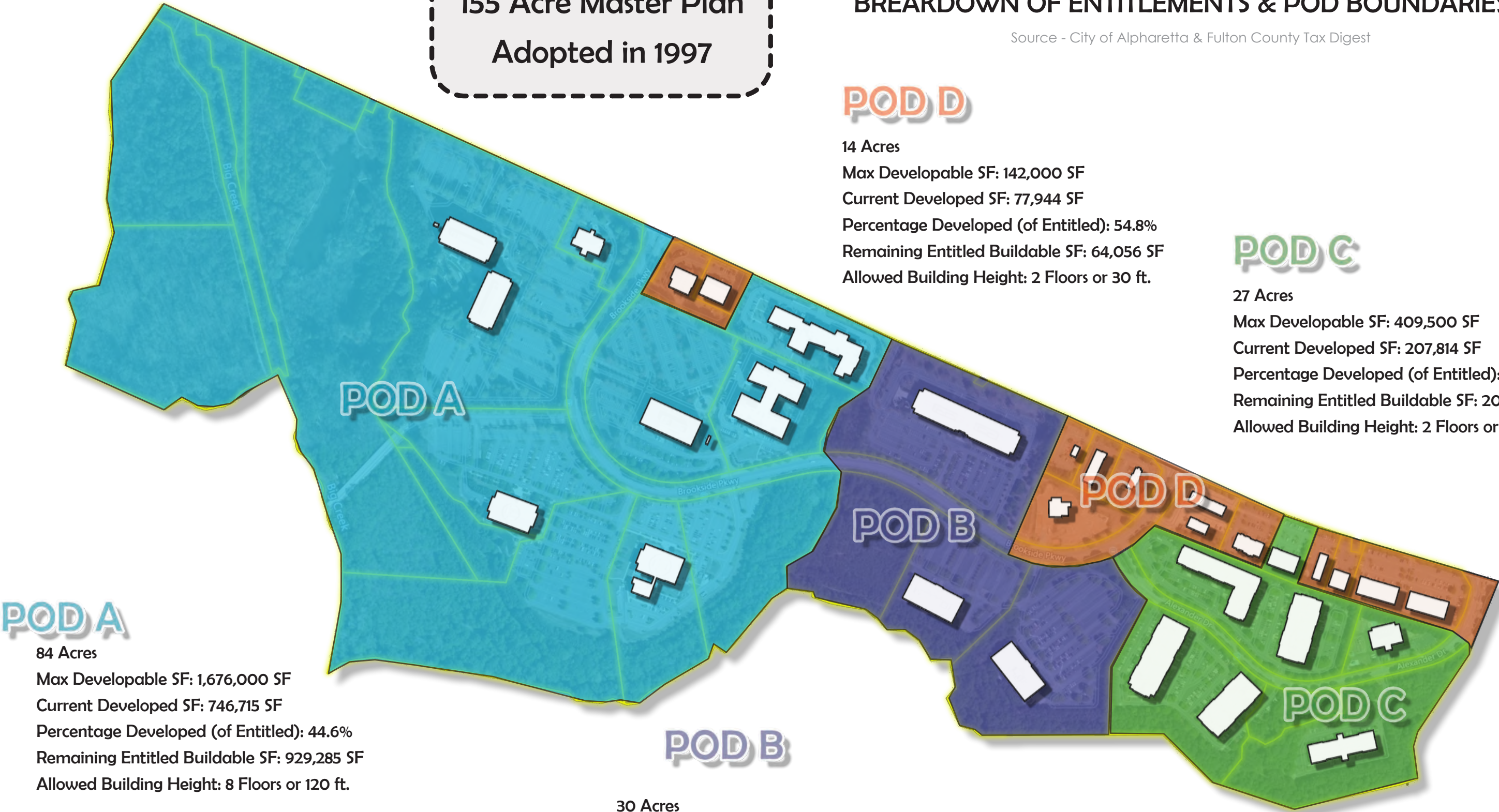
EXISTING
CONDITIONS

BROOKSIDE MASTER PLAN

BREAKDOWN OF ENTITLEMENTS & POD BOUNDARIES

Source - City of Alpharetta & Fulton County Tax Digest

155 Acre Master Plan
Adopted in 1997



EXISTING
CONDITIONS

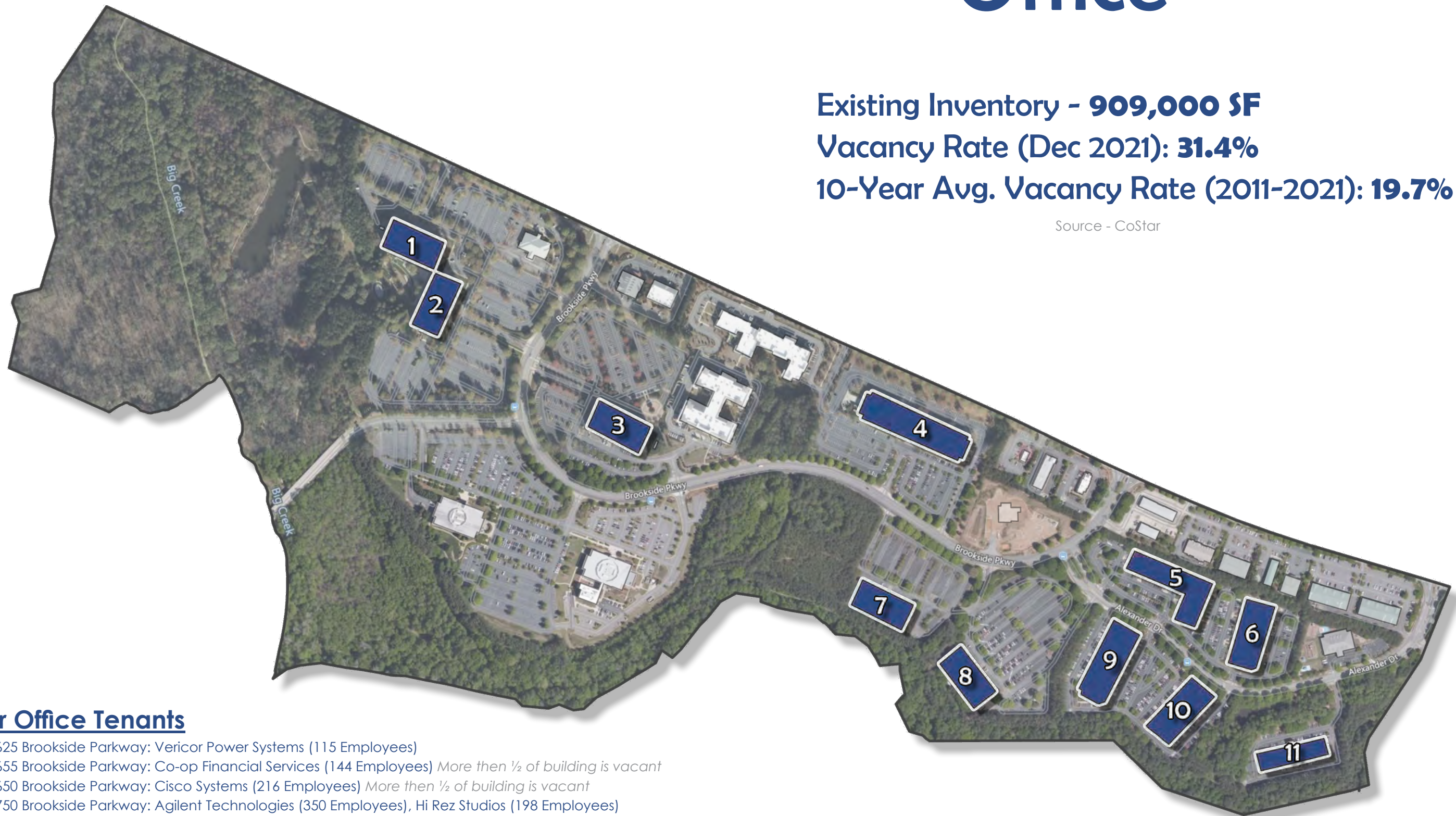
Office

Existing Inventory - **909,000 SF**

Vacancy Rate (Dec 2021): **31.4%**

10-Year Avg. Vacancy Rate (2011-2021): **19.7%**

Source - CoStar



Major Office Tenants

1. 3625 Brookside Parkway: Vericor Power Systems (115 Employees)
2. 3655 Brookside Parkway: Co-op Financial Services (144 Employees) *More than ½ of building is vacant*
3. 3650 Brookside Parkway: Cisco Systems (216 Employees) *More than ½ of building is vacant*
4. 3750 Brookside Parkway: Agilent Technologies (350 Employees), Hi Rez Studios (198 Employees)
5. 4300 Alexander Parkway: Skillshot Media [Hi Rez Production Studio] - (40 Employees)
6. 4400 Alexander Drive: *Building is completely vacant (36,000 SF)*
7. 3905 Brookside Parkway: Atlanta Women's Health Group (62 Employees)
8. 3925 Brookside Parkway: Prophecy Games (110 Employees), AmTrust Financial (120 Employees)
9. 4325 Alexander Drive: Aptean Enterprise Software (165 Employees)
10. 4425 Alexander Drive: KaVo Kerr (8 Employees)
11. 4625 Alexander Drive: A dozen smaller tech/finance companies (None more than 12 Employees)

Commercial

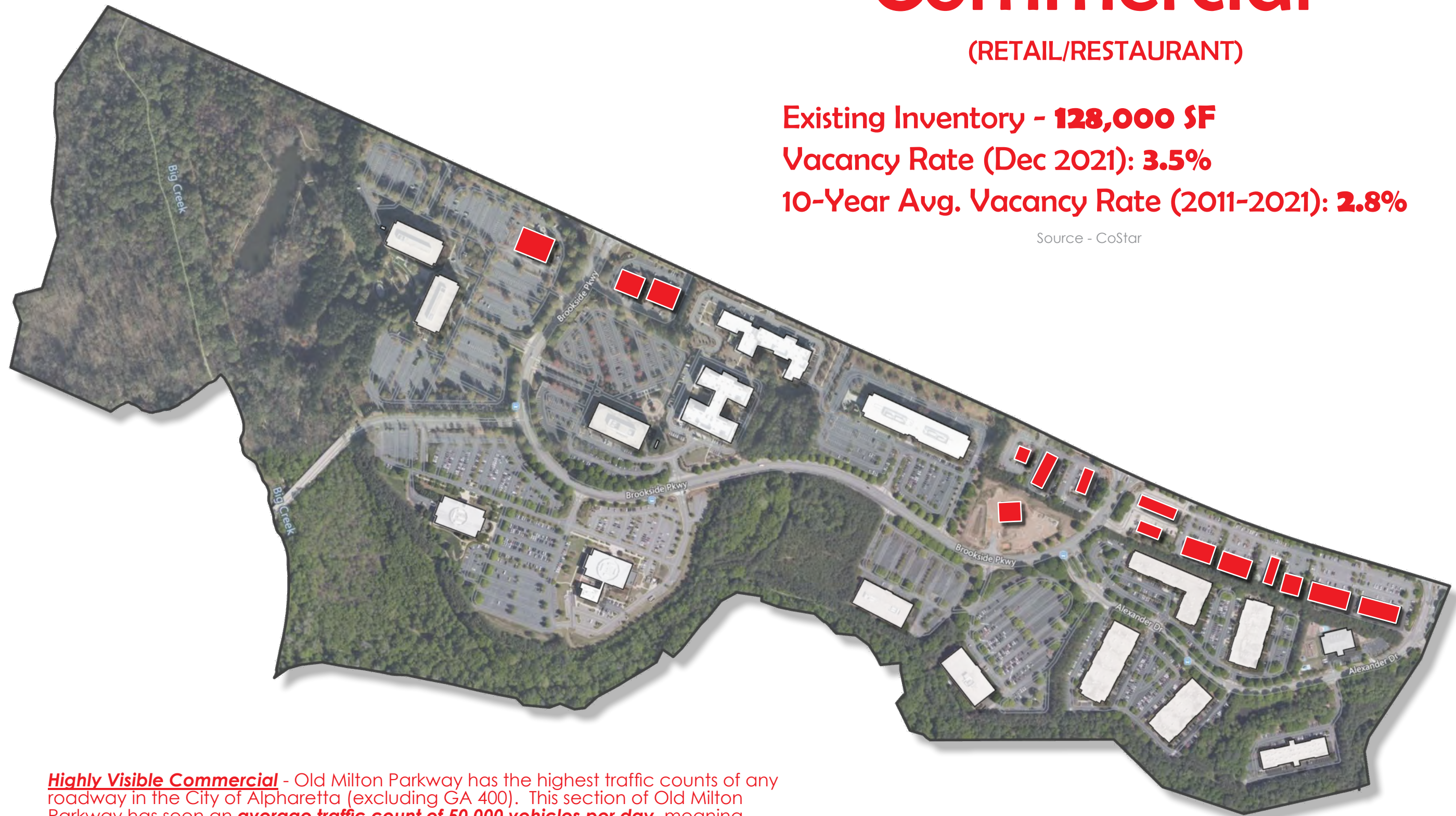
(RETAIL/RESTAURANT)

Existing Inventory - **128,000 SF**

Vacancy Rate (Dec 2021): **3.5%**

10-Year Avg. Vacancy Rate (2011-2021): **2.8%**

Source - CoStar

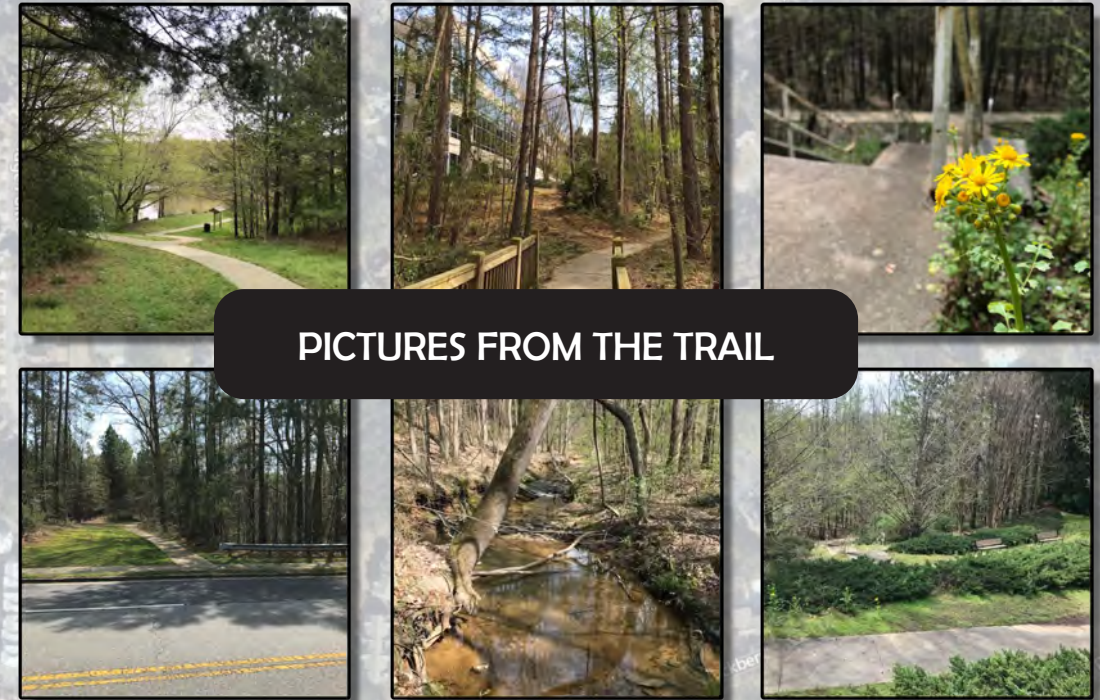


Highly Visible Commercial - Old Milton Parkway has the highest traffic counts of any roadway in the City of Alpharetta (excluding GA 400). This section of Old Milton Parkway has seen an **average traffic count of 50,000 vehicles per day**, meaning these commercial establishments get some of the highest visibility in the entire City. This is one reason for very low vacancy rates, both currently and historically.

EXISTING
CONDITIONS

BROOKSIDE TRAIL

PICTURES FROM THE TRAIL



2.1 Miles of Existing Trail

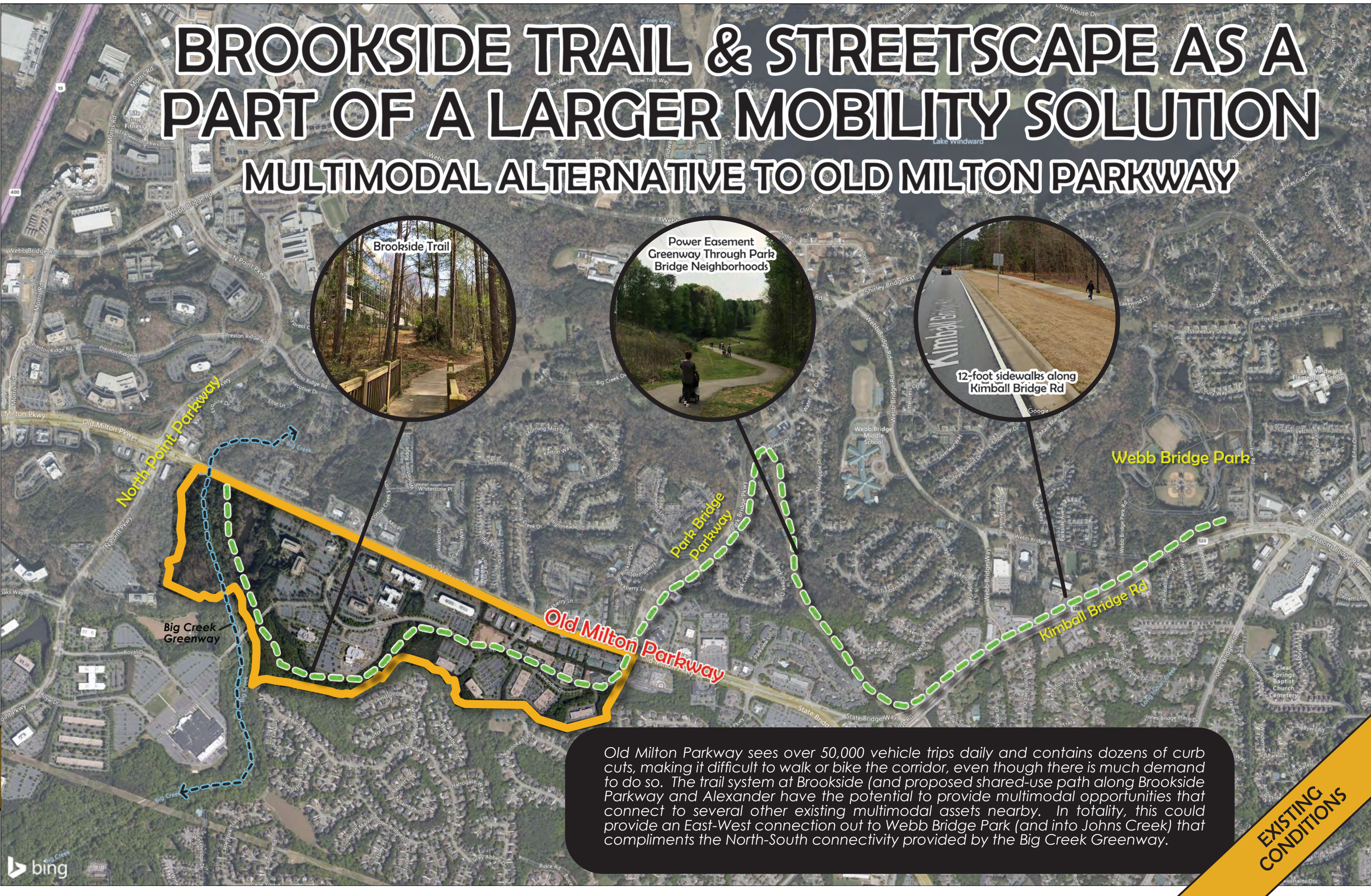
(Not Including the Big Creek Greenway)

Current Trail Access Points

EXISTING
CONDITIONS

BROOKSIDE TRAIL & STREETScape AS A PART OF A LARGER MOBILITY SOLUTION

MULTIMODAL ALTERNATIVE TO OLD MILTON PARKWAY



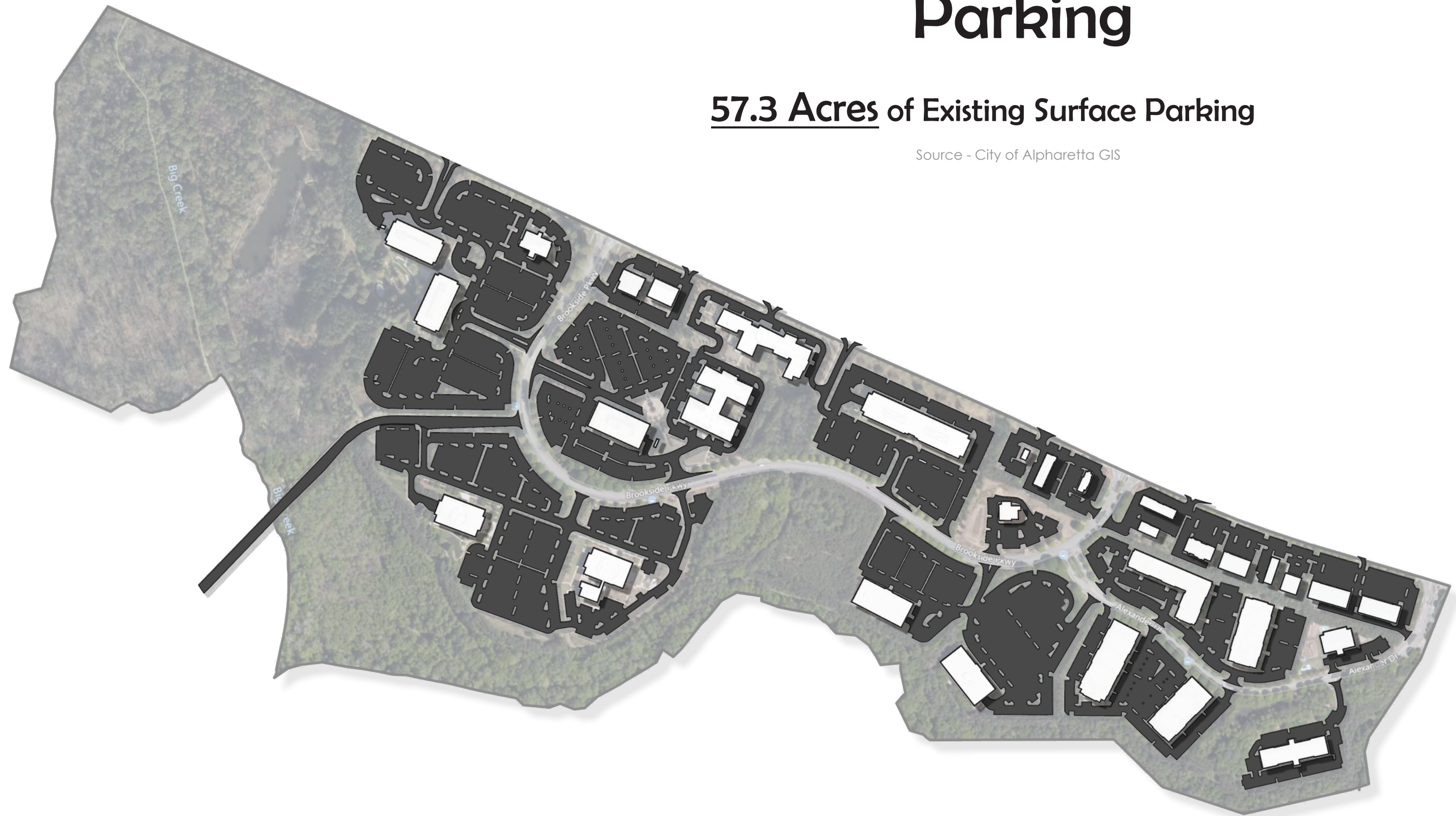
Old Milton Parkway sees over 50,000 vehicle trips daily and contains dozens of curb cuts, making it difficult to walk or bike the corridor, even though there is much demand to do so. The trail system at Brookside (and proposed shared-use path along Brookside Parkway and Alexander) have the potential to provide multimodal opportunities that connect to several other existing multimodal assets nearby. In totality, this could provide an East-West connection out to Webb Bridge Park (and into Johns Creek) that compliments the North-South connectivity provided by the Big Creek Greenway.

EXISTING
CONDITIONS

Parking

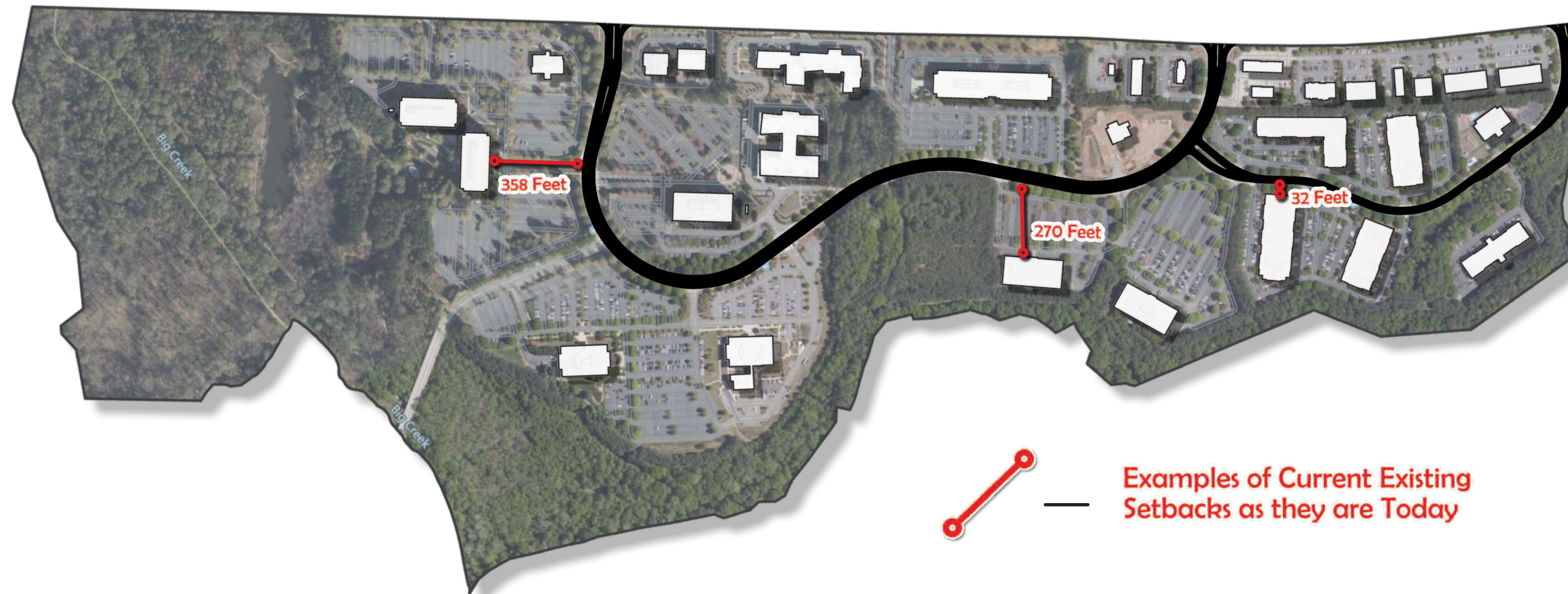
57.3 Acres of Existing Surface Parking

Source - City of Alpharetta GIS



EXISTING
CONDITIONS

Setbacks



Building Setbacks Requirements from Street

Existing

Old Milton Pkwy: 65'

Brookside Pkwy & Alexander Pkwy:
30' minimum (no maximum)

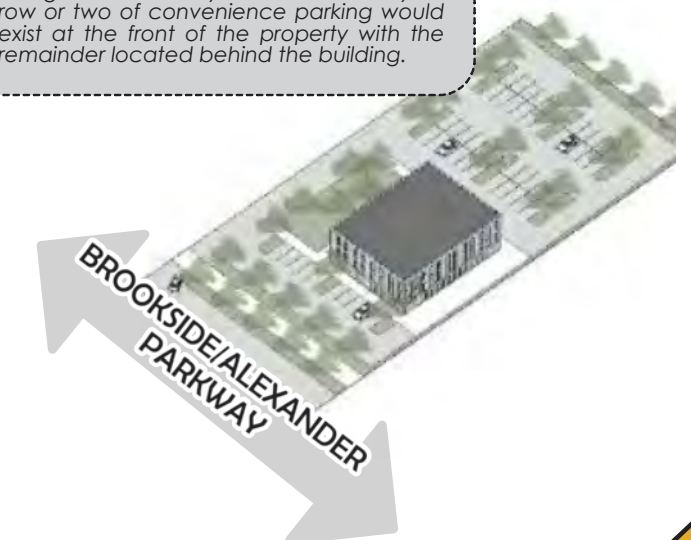
**Per the Brookside Master Plan*

Proposed (for New Buildings)

Old Milton Pkwy: 65'

Brookside Pkwy & Alexander Pkwy:
20' minimum and 100' maximum

Visual example of what new buildings closer to the street's edge could look like along Brookside Pkwy & Alexander Pkwy. A row or two of convenience parking would exist at the front of the property with the remainder located behind the building.



EXISTING CONDITIONS

BROOKSIDE PARK

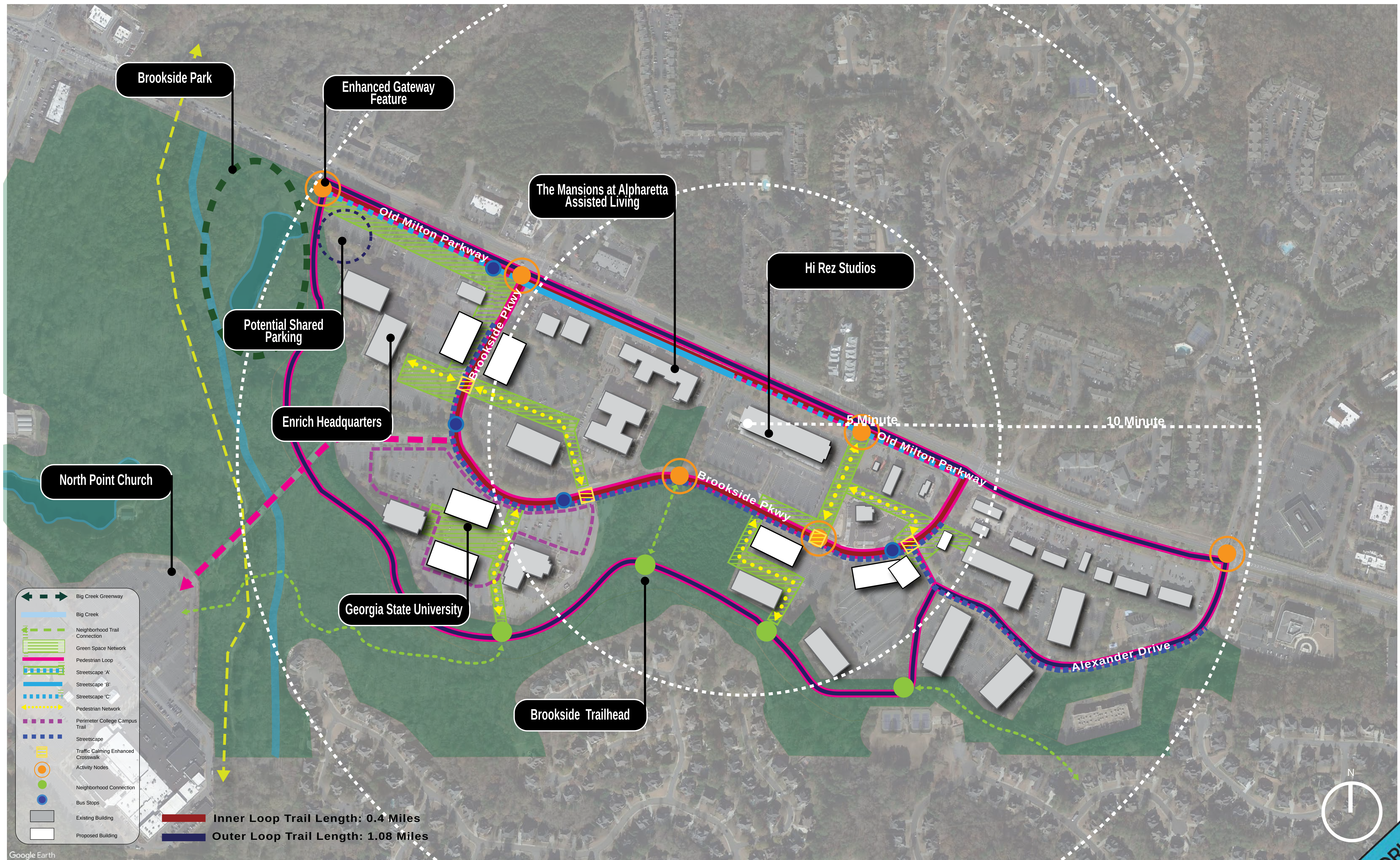
The area shown below is a 30-acre park that the city owns.

The area includes a lake and walking trails but is primarily floodplain and therefore prone to frequent flooding which renders parts of the trail unusable for periods of time. There is very little signage indicating this to be a public green space and currently no formal programming going on here. This area is separated from the Greenway by Big Creek.



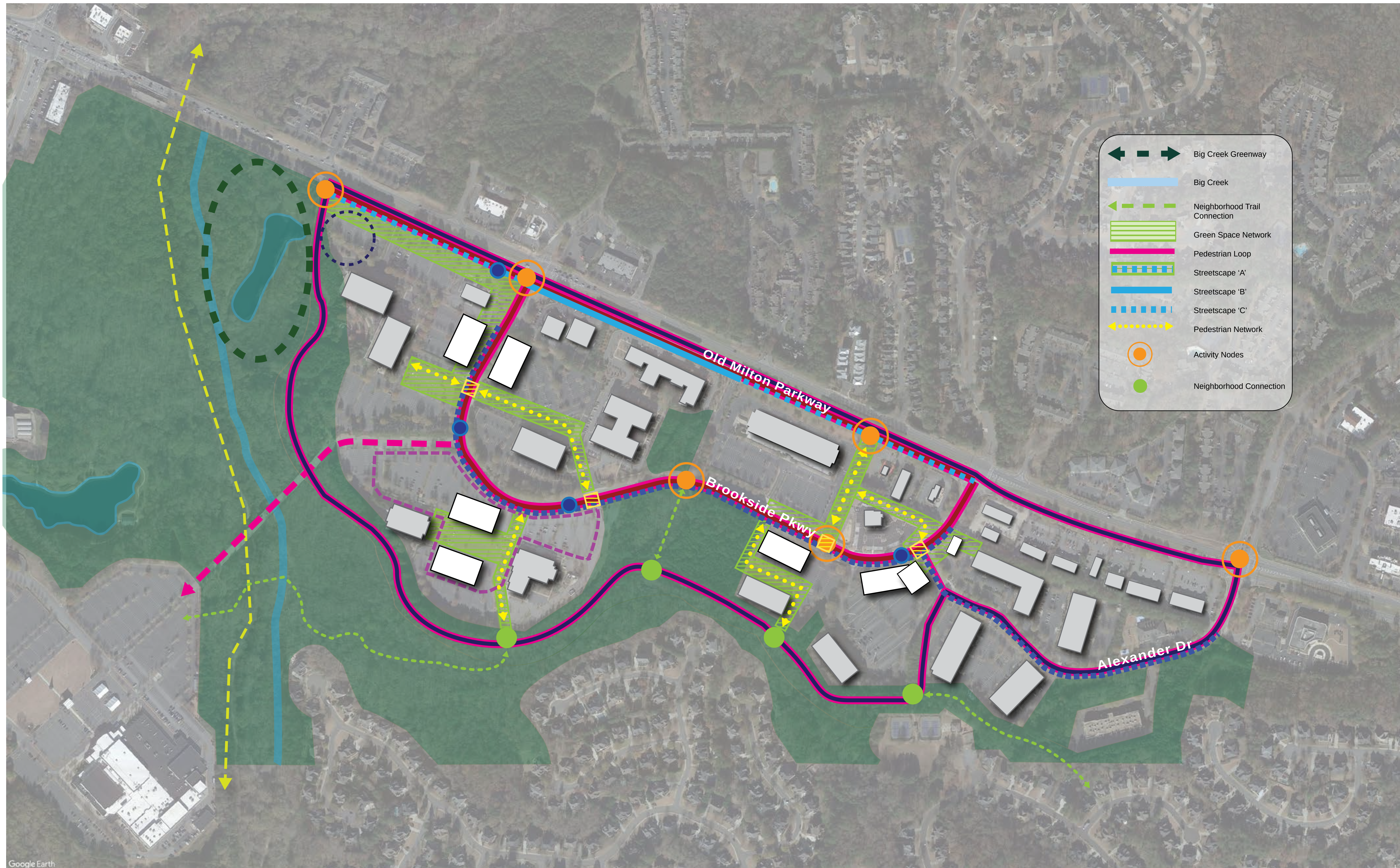
Brookside Framework Plan

Alpharetta, Georgia



Brookside Opportunities

Alpharetta, Georgia



Brookside Opportunities

Pedestrian Loop System

- Provide better access to Brookside Park to connect to the Big Creek regional trail network
- Create an enhanced trail network throughout Brookside Park and Brookside Commercial area to create an interconnected pedestrian network by enhancing the streetscape, promoting a better pedestrian and bike experience

Open Space Network

- Partner with land owners to develop an open space network through parking areas to connect buildings and create opportunities for programs and placemaking

Intersection Enhancements

- Implement “high-visibility” crosswalks at Brookside Parkway and Old Milton Parkway intersections to promote pedestrian safety and walkability

Traffic Calming

- Provide traffic calming strategies along Brookside Parkway to slow traffic and facilitate a safer pedestrian experience, and enhance pedestrian crossing at intersections

Placemaking

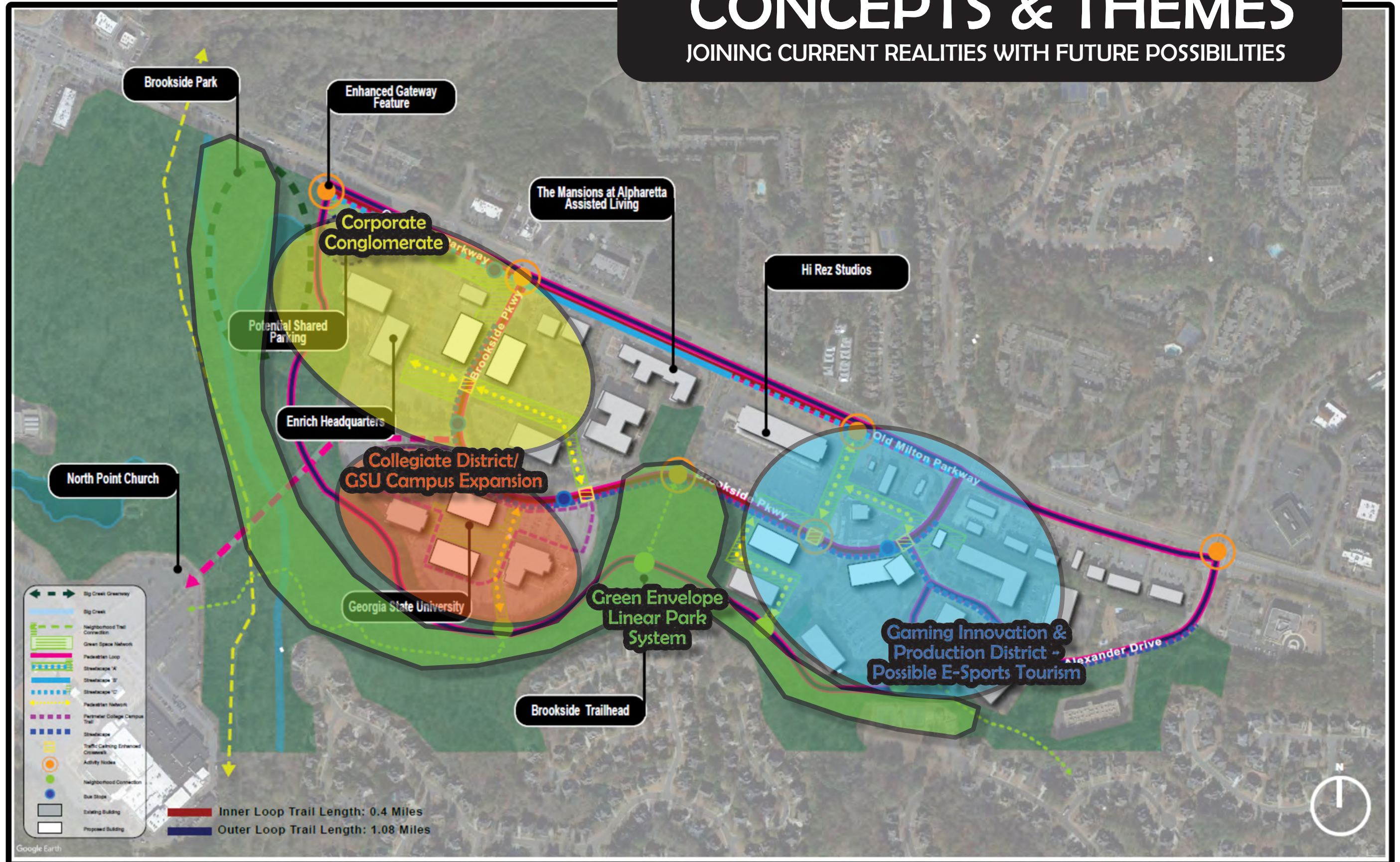
- Provide landmarks at important intersections and nodes of activity to promote community identity and better wayfinding
- Implement signage and lighting throughout development to orient users, increasing accessibility to trails and improving safety

Development Opportunities

- Partner with Brookside land owners and businesses on development opportunities within parking lots and undeveloped areas to front roadways and create a more pedestrian oriented environment
- Consider an outdoor space or pavillion at the intersection of Brookside Parkway and Alexander Drive to provide opportunities for staging outdoor events

CONCEPTS & THEMES

JOINING CURRENT REALITIES WITH FUTURE POSSIBILITIES



CONCEPTS & THEMES EXPLAINED

Brookside Park

Enhanced Gateway Feature

Corporate Conglomerate

Potential Shared Parking

Enrich Headquarters

Collegiate District/ GSU Campus Expansion

Georgia State University

Green Envelope Linear Park System

Brookside Trailhead

The Mansions at Alpharetta Assisted Living

Hi Rez Studios

Gaming Innovation & Production District - Possible E-Sports Tourism

North Point Church

Old Milton Parkway

Alexander Drive

Legend:

- Big Green Greenways
- Big Creek
- Neighborhood Trail Connections
- Green Space Network
- Pedestrian Loop
- Greenways 40
- Greenways 20
- Greenways 10
- Pedestrian Network
- Pedestrian Corridor - Service Trail
- Greenways
- Traffic Calming Enhanced Greenways
- Activity Nodes
- Neighborhood Connection
- Bus Stop
- Existing Building
- Proposed Building

Inner Loop Trail Length: 0.4 Miles

Outer Loop Trail Length: 1.08 Miles

Corporate Conglomerate

This is the area where the existing Class A office space is. This also has the most seamless and direct connection to Brookside Park and Brookside Trail, which could be a big draw for corporate workers who need visible and convenient connections to use such amenities. The office buildings at 3625 and 3655 Brookside Parkway have recently invested in outdoor amenity spaces that further blend together the corporate setting with the natural environment of the park and trail. This area has the highest vacancy rates in the district, which combined with deep building setbacks and large empty parking lots, presents a good amount of space that be activated by future investment. Additional buildings as you enter Brookside Parkway and connecting green spaces may add the spatial synergy needed to spark a revived corporate campus feel that possesses an energized liveliness.

Collegiate District/GSU Campus Expansion

The current setup of this campus is very much a commuter destination where students are either in the classroom or are leaving the campus. Two buildings exist that currently provide mainly associates degree classes Monday-Thursday from 10am-2pm. Outside of that time window the campus sees very little use. The spatial environment of some of the nicest college campus' typically involve a campus lawn or plaza that acts as a invigorating study location, social gathering point, and engaging civic space for students and teachers alike. The current proposal envisions creation of such a space with additional buildings (and hopefully prompting additional GSU offerings at the Alpharetta campus). The Alpharetta-John's Creek area also has a strong pipeline of dual-enrolled high school students that could find great benefit in a physical space in this collegiate district to study and gather with other students who are also dual-enrolled. A new building could have a porch/canopy with outdoor study spaces overlooking the central green/plaza.

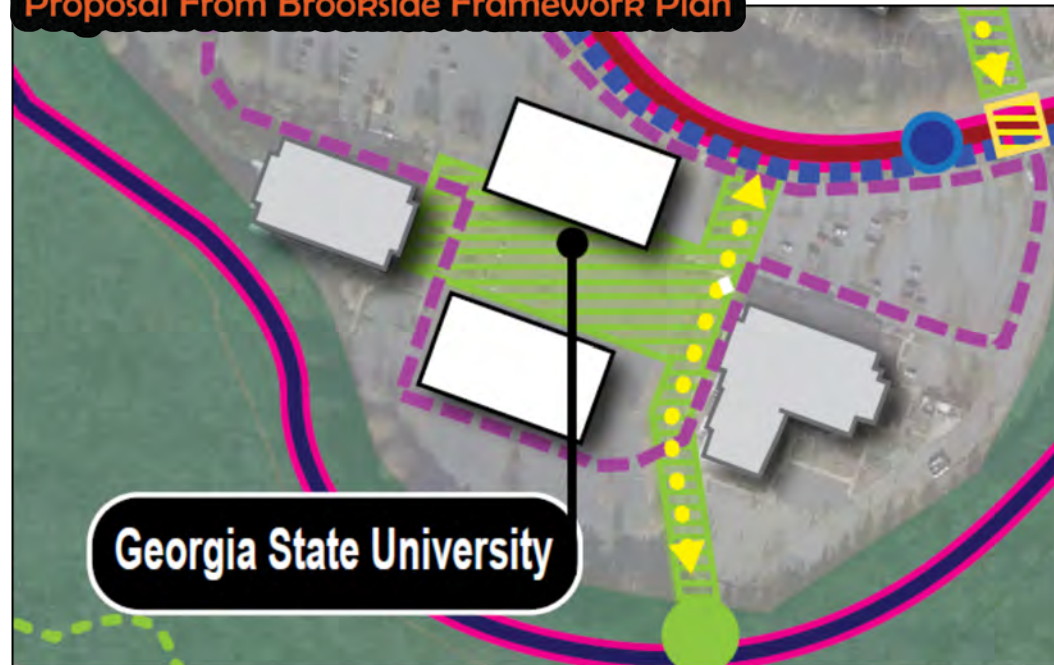
Gaming Innovation & Production District - Possible E-Sports Tourism

Through stakeholder interviews and research, an existing cluster of video gaming companies occupy space in this area, most notable Hi-Rez Studios, who rent space at 3750 Brookside Parkway for game development while using 4300 Alexander Parkway as a production studio for live E-Sports events. Hi-Rez flies in various teams of competitors and houses them in nearby hotels (sometimes for months) while they are competing at the studio. They have also had numerous occasions where fans of their games want to visit their studio (even on Honeymoons). These occurrences hint at a possible appetite for tourism venues that could benefit and further enhance the synergy of the district. This could include an outdoor pavilion with occasional events or even a hotel tailored for the gaming community. 4400 Alexander Drive is a completely vacant class B office building (the same type of building Hi-Rez uses for its production studio) which could be marketed as a unique indoor space flexible to the needs of the gaming community. A few years ago a loose partnership existed between the computer science program at GSU and the gaming companies up the street from them. This partnership connected computer science students to the real world environment of video game production. Prophecy Games is another game development company with over 100 employees and they currently lease space in the 3925 Brookside Parkway building. Most employees at these companies now work remotely, but with some investments into the physical space in the office district, and enhanced mobility and green space, there seems to be an appetite to possibly return, especially with the existing synergy that exists.

Green Envelope - Linear Park System

Over 2 miles of very natural trails are hidden from view in much the same manner that the Big Creek Greenway subtly winds through the North Point district. Many people don't know this Brookside Trail exists, partly because they are out of sight with little to no signage, but also because a good bit of the trail network is on private property without regular maintenance. The paved path is also only 5 feet in width making it very difficult for bikers or multiple people walking together. There are existing connections up to Brookside Parkway, the GSU campus, and a few other office buildings, and these provide a "respite into nature" for those wishing to step away from the office or classroom for a bit. Better trail-heads and formalized trail maintenance agreements would be a good first step, with more long-range goals entailing trail widening and parkland enhancements, which would drive up value and usability throughout the entire area.

Proposal From Brookside Framework Plan



Georgia State University

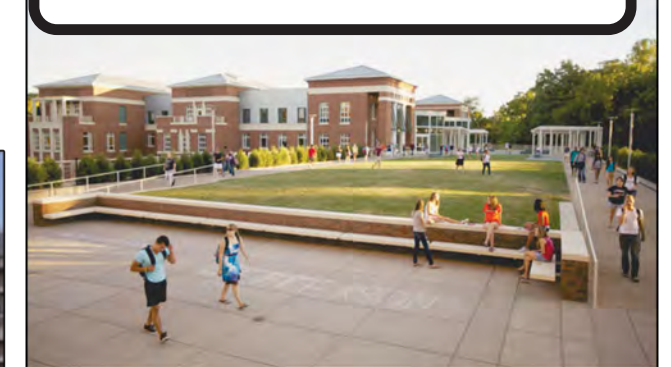


Cortex Innovation District - STL

CURRENT CAMPUS ATMOSPHERE



FUTURE CAMPUS ATMOSPHERE



Cleveland State University



*The geometric configuration of Cleveland State's central plaza is bounded by 4 buildings and shows a very active plaza space in between them all. The Brookside Framework plan shows a similar configuration, with two additional buildings that could create a central plaza space (replacing surface parking) if added to the two GSU buildings that currently exist. Even if two buildings are never added here, there is still opportunity for a connecting plaza between the two existing buildings, with the Cortex Innovation District serving as a good example of replacing surface parking with a linear plaza (see above and on the following page).

INSPIRATION IMAGERY FOR POTENTIAL OF THE COLLEGIATE DISTRICT

Brookside Placemaking

Alpharetta, Georgia



FRAMEWORK
PLAN

PARKING LOT to PLAZA

**The Cortex Innovation District in Saint Louis, Missouri, offers a good glimpse into second generation reuse of surface parking lots, all while keeping many existing buildings while peppering in new construction.*

10 YEARS AGO



TODAY



FRAMEWORK
PLAN

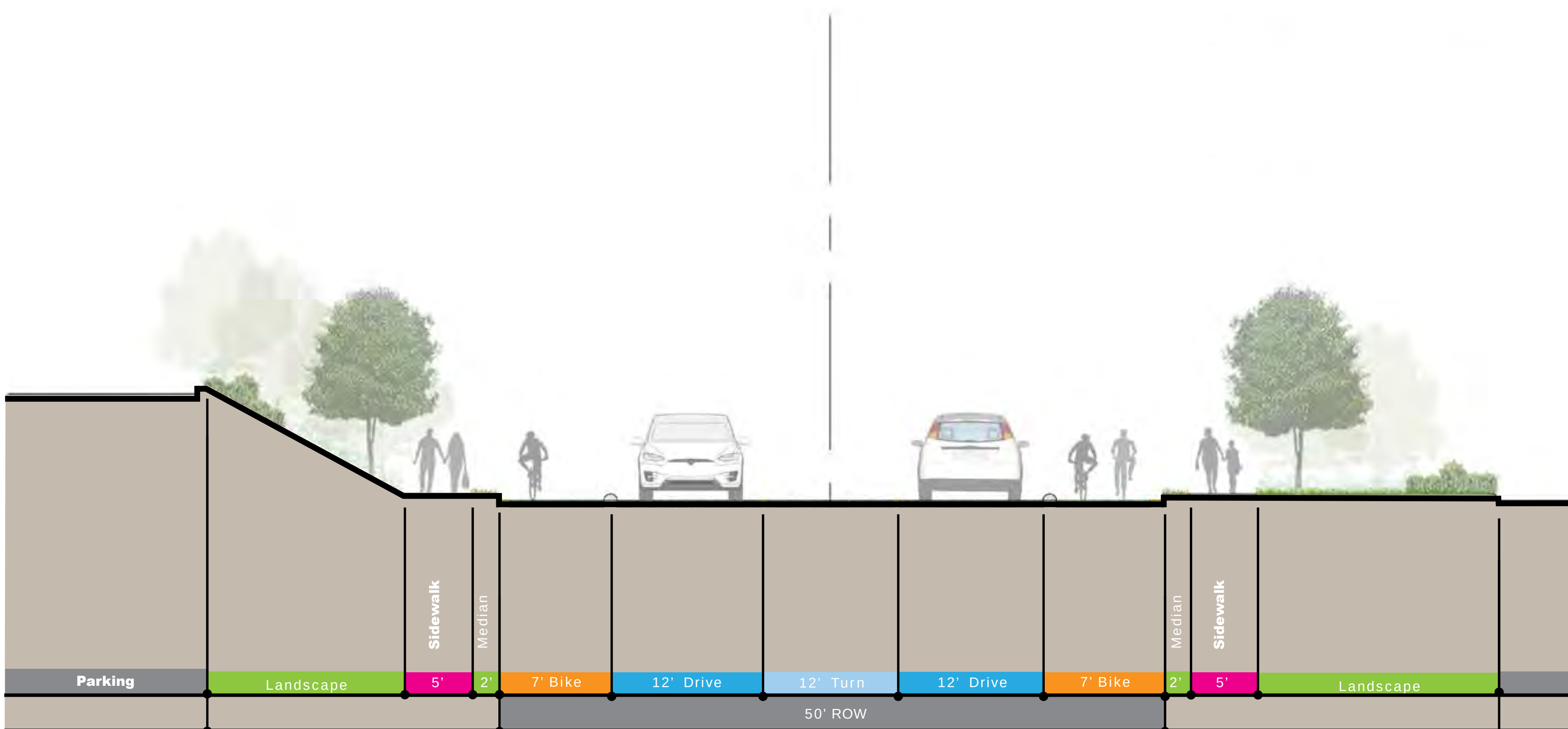
Brookside Streetscape

Alpharetta, Georgia

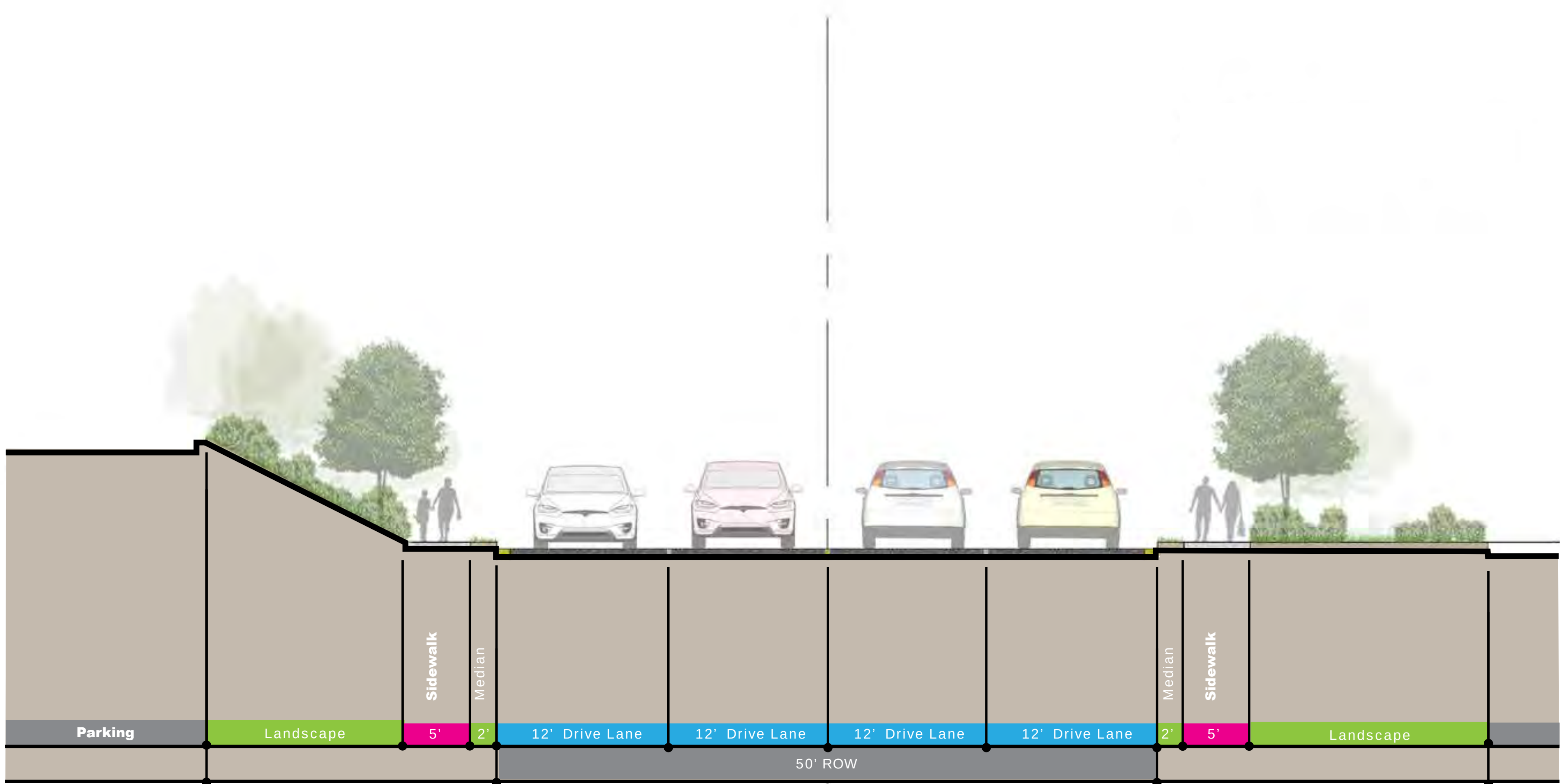
Brookside Parkway



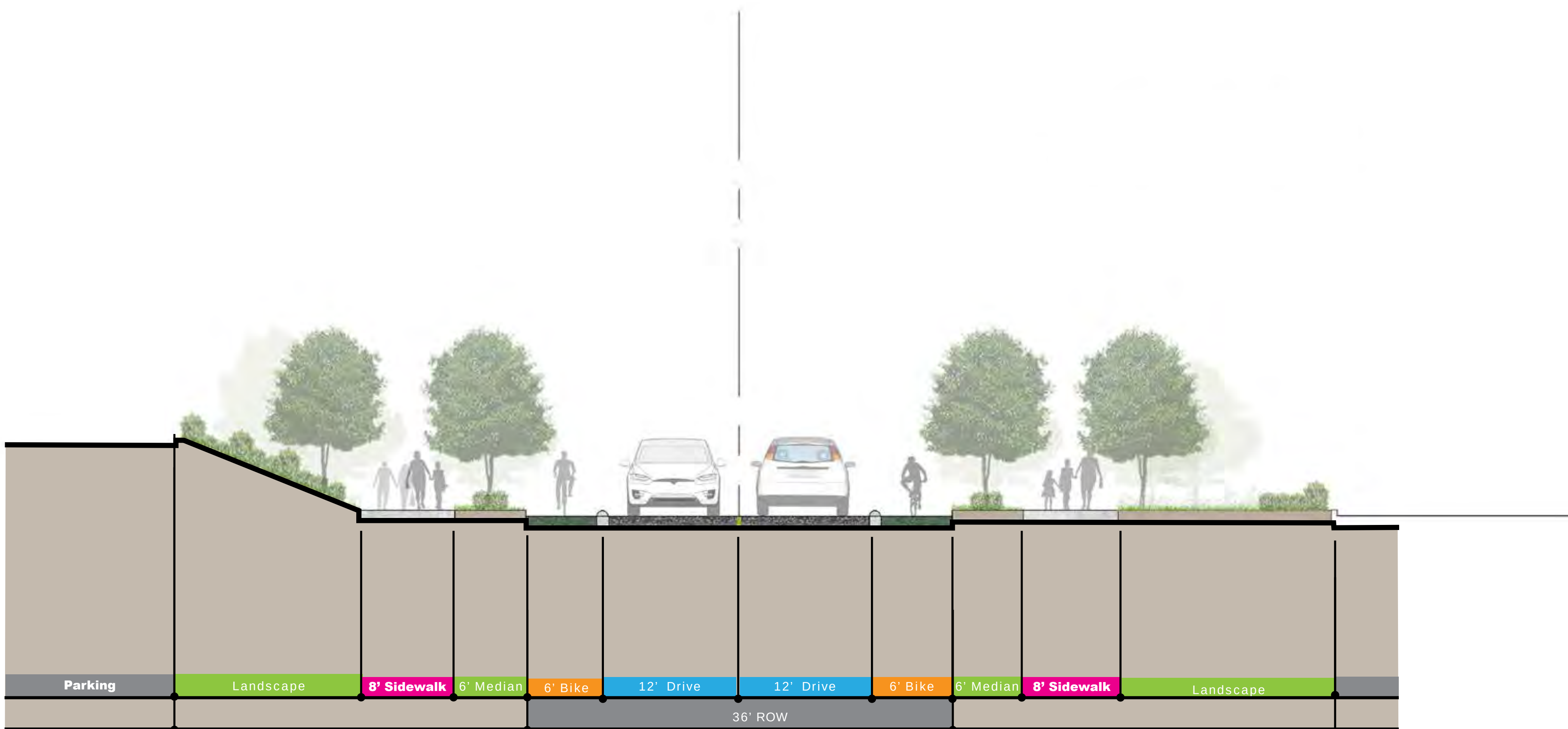
Limit of Proposed Street Design



Proposed Street Section
Phase 1: Restriping



Street Section
Existing Condition

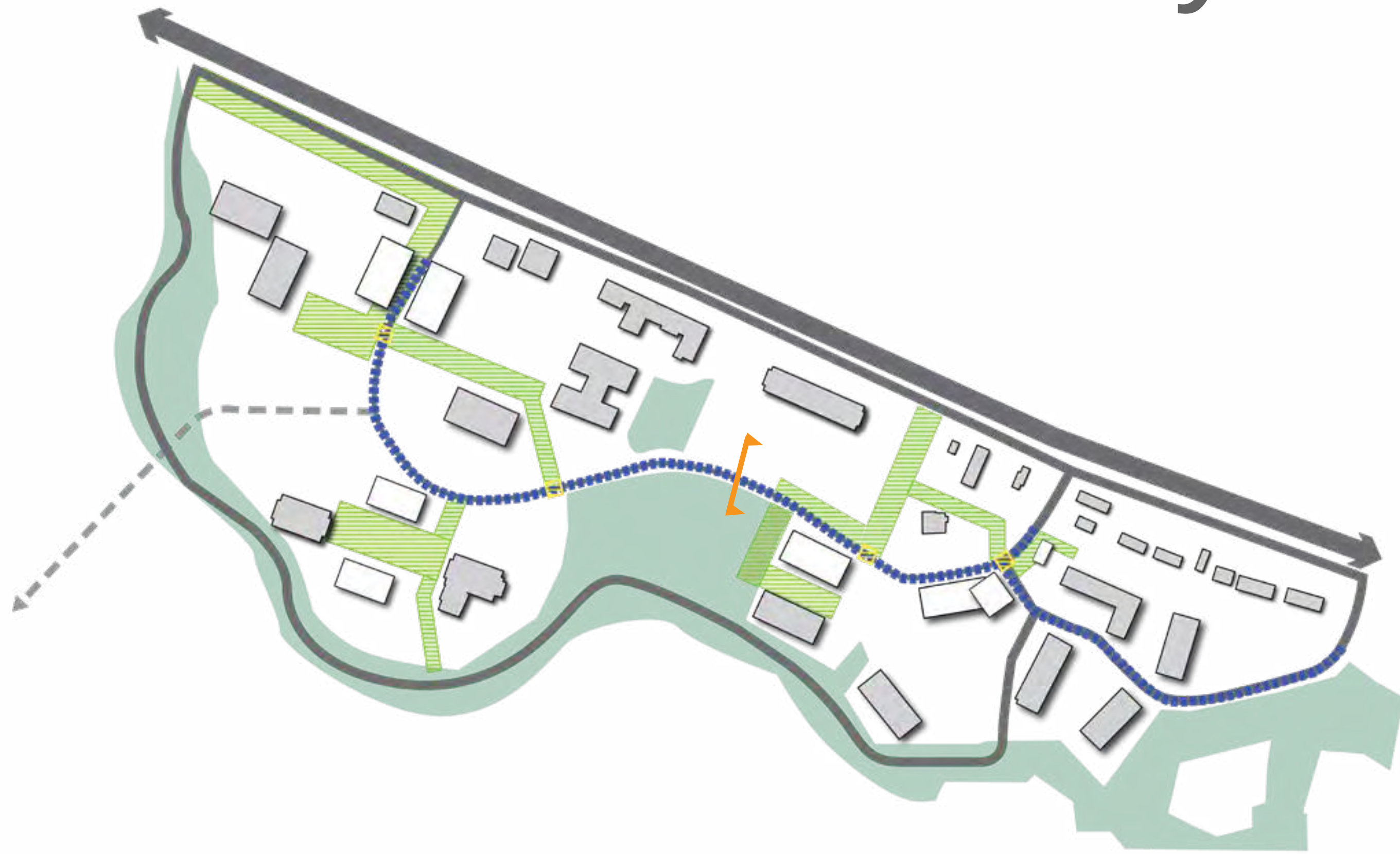


Proposed Street Section
Phase 2: Redesign

Brookside Streetscape

Alpharetta, Georgia

Brookside Parkway



Existing Condition



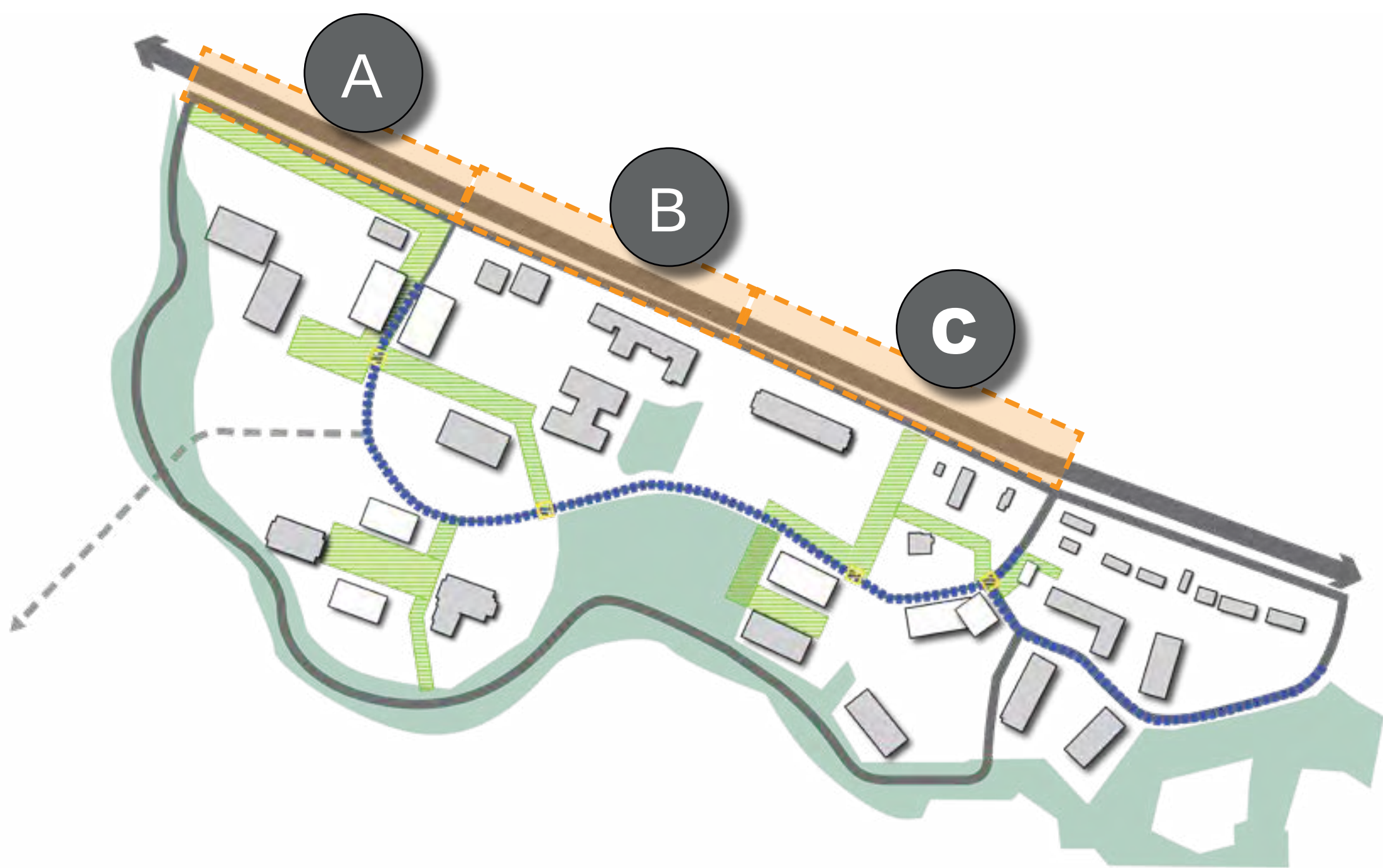
21 Proposed Street Section

FRAMEWORK
PLAN

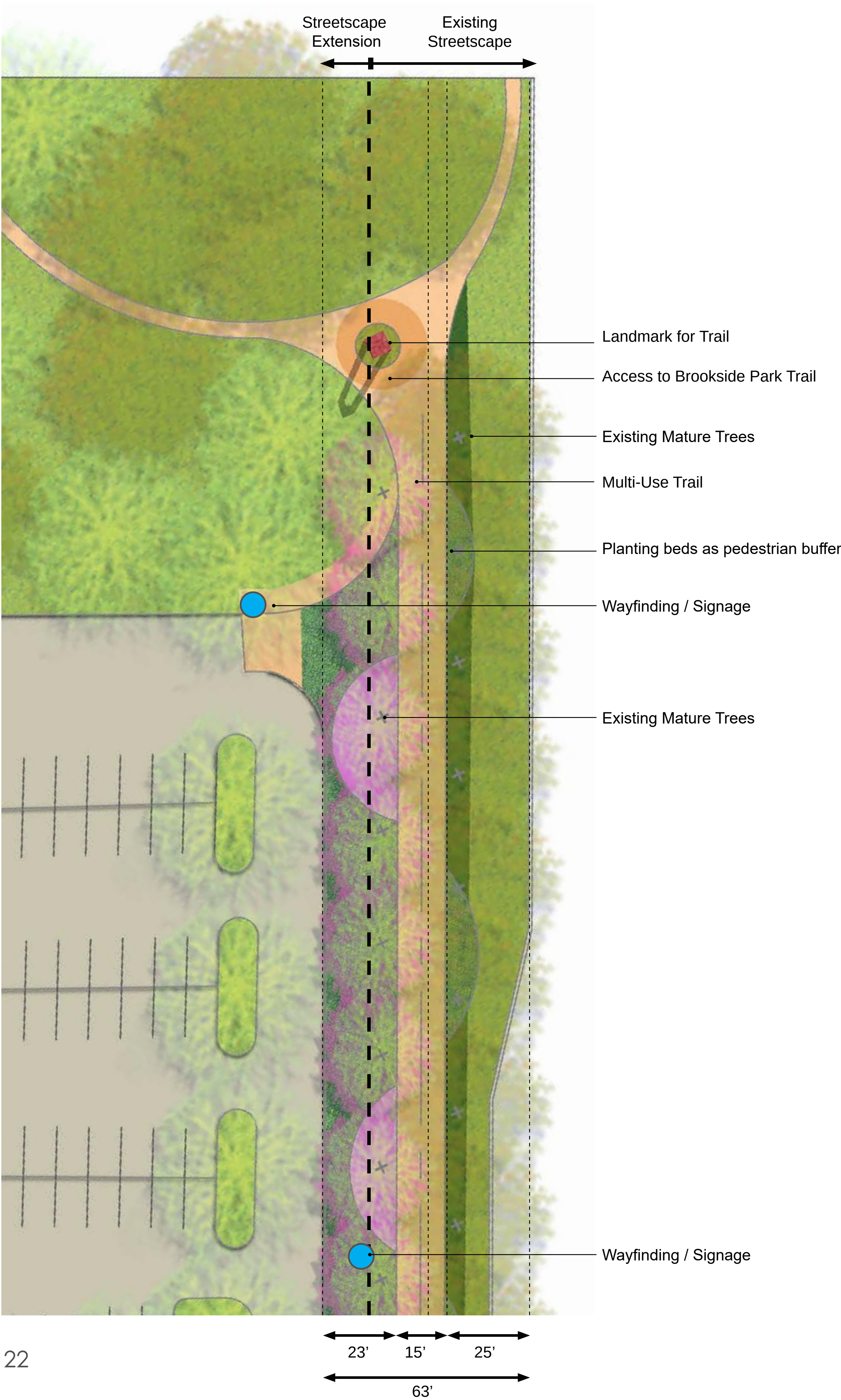
Brookside Streetscape

Old Milton Parkway

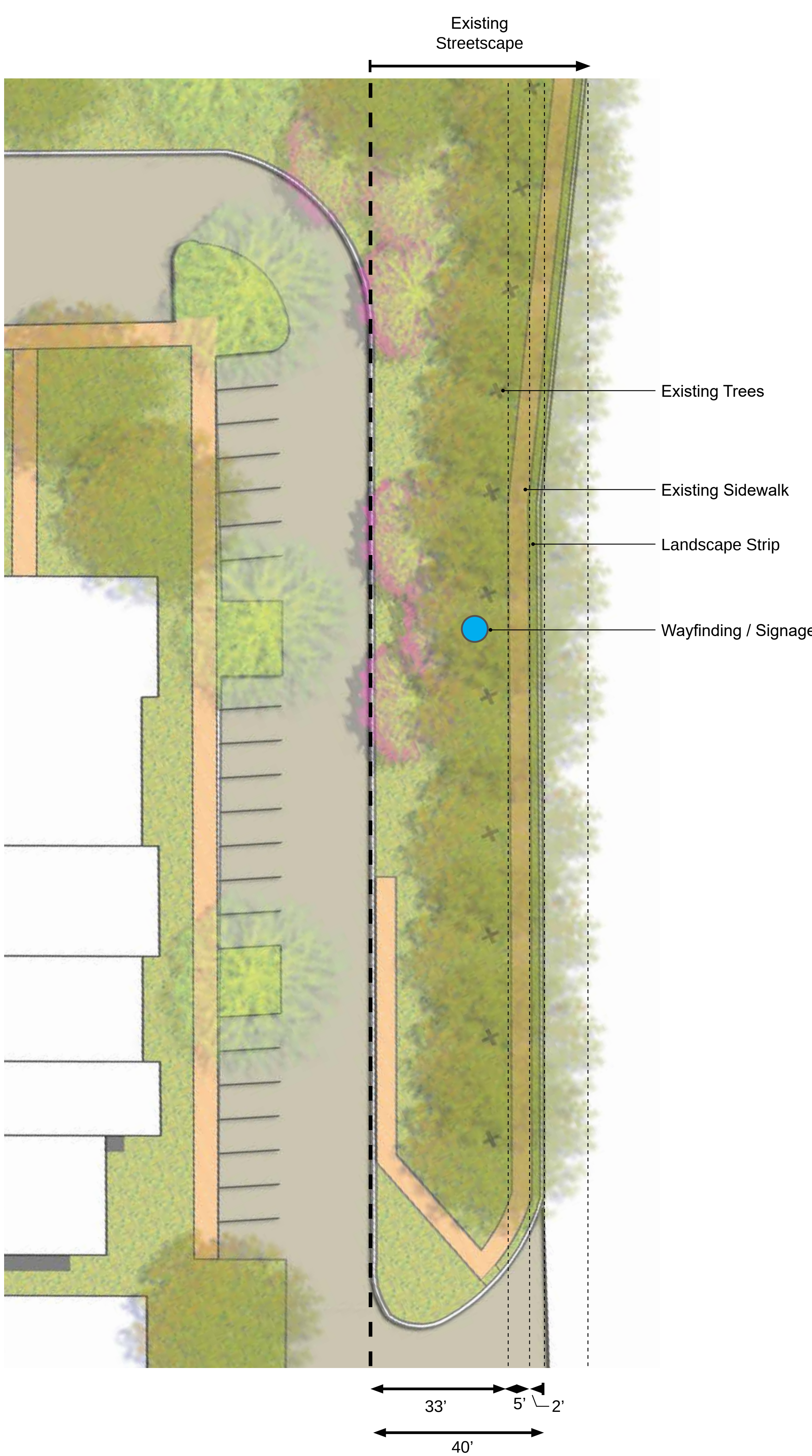
Alpharetta, Georgia



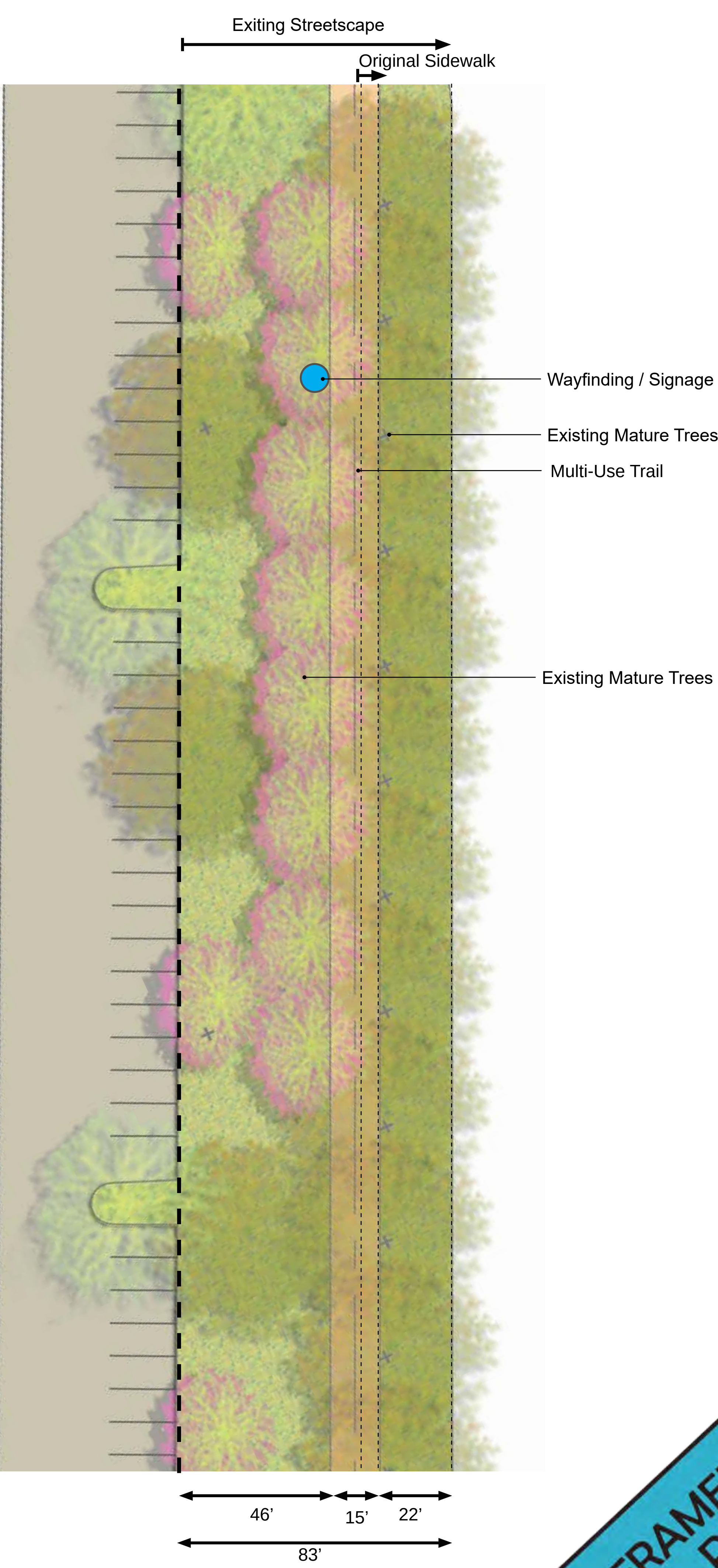
Streetscape 'A'



Streetscape 'B'



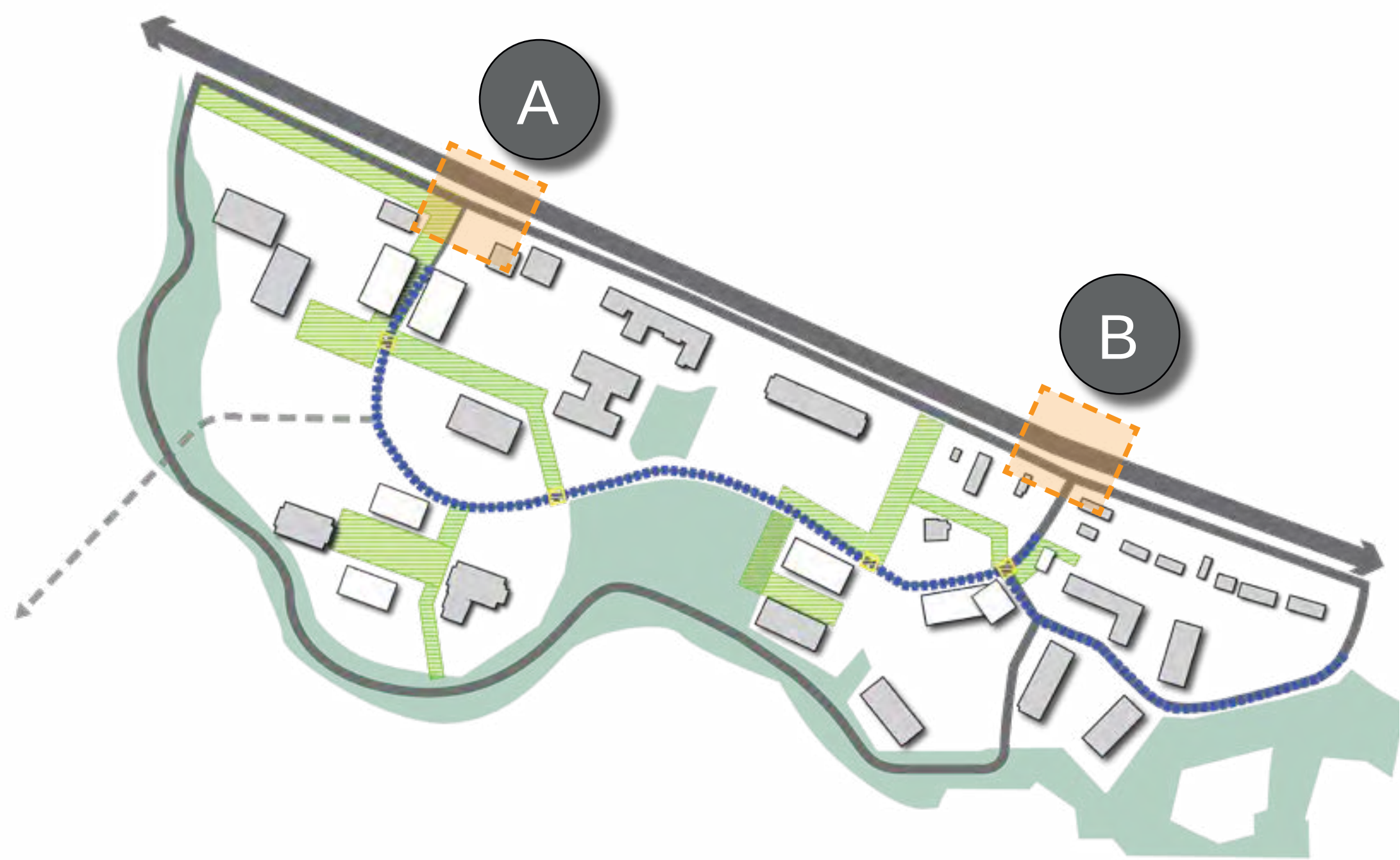
Streetscape 'C'



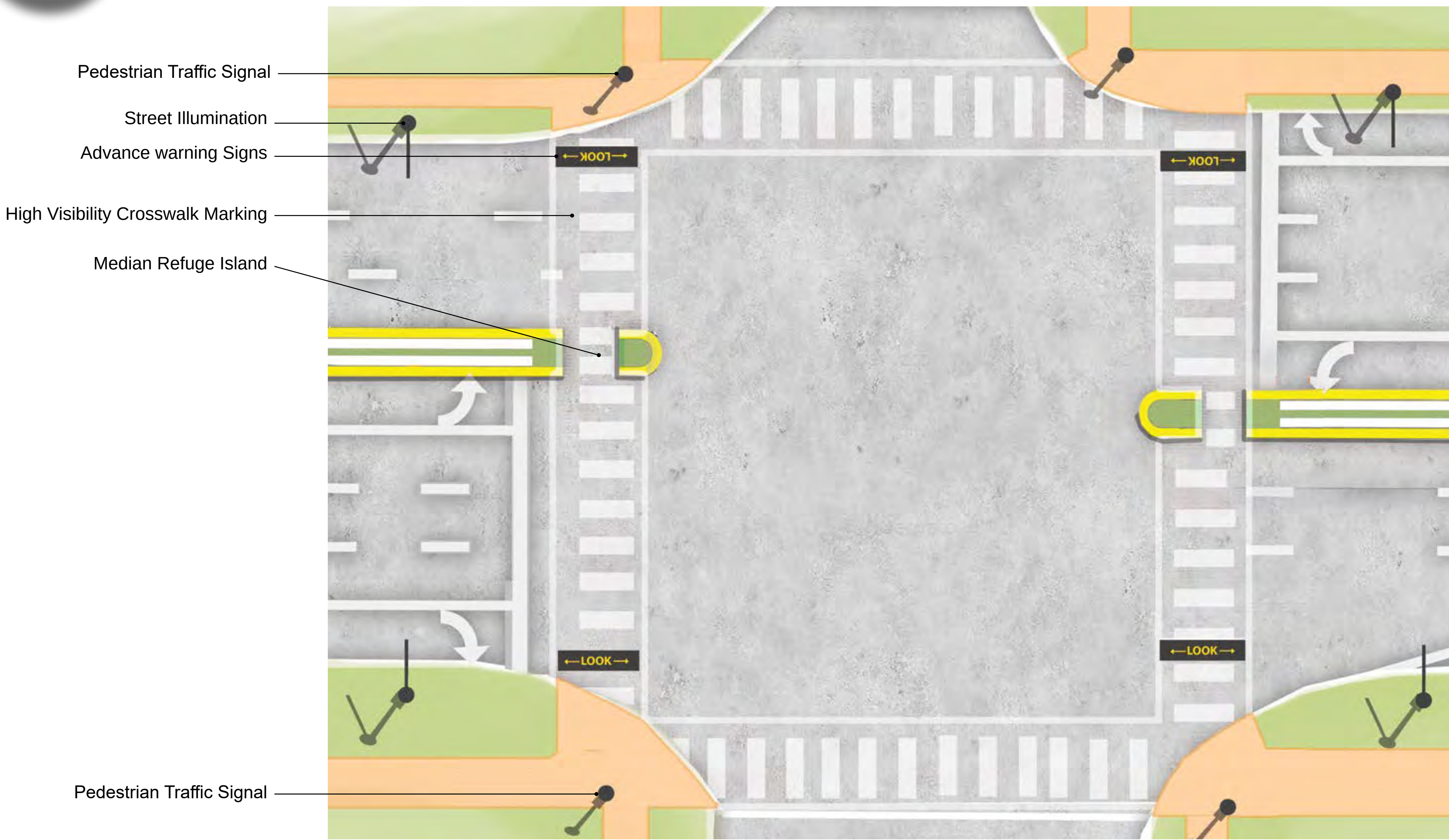
Brookside Intersection

Alpharetta, Georgia

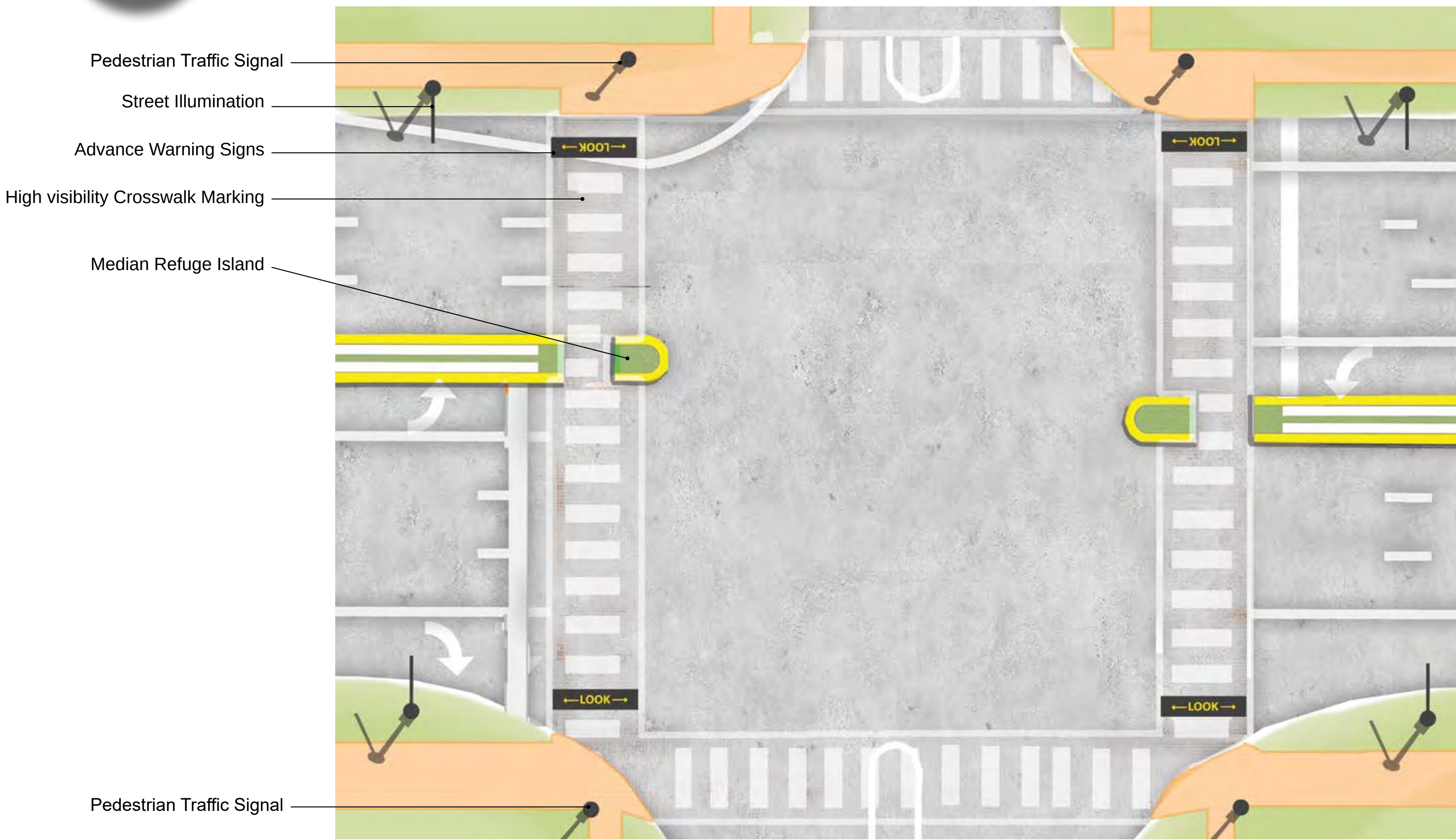
Old Milton Parkway- High Visibility Intersection



A Old Milton Parkway and Brookside Drive- Northwest



B Old Milton Parkway and Brookside Drive- Southeast



23 High Visibility Crosswalk Markings



Advance Warning Signs



Median Refuge Island



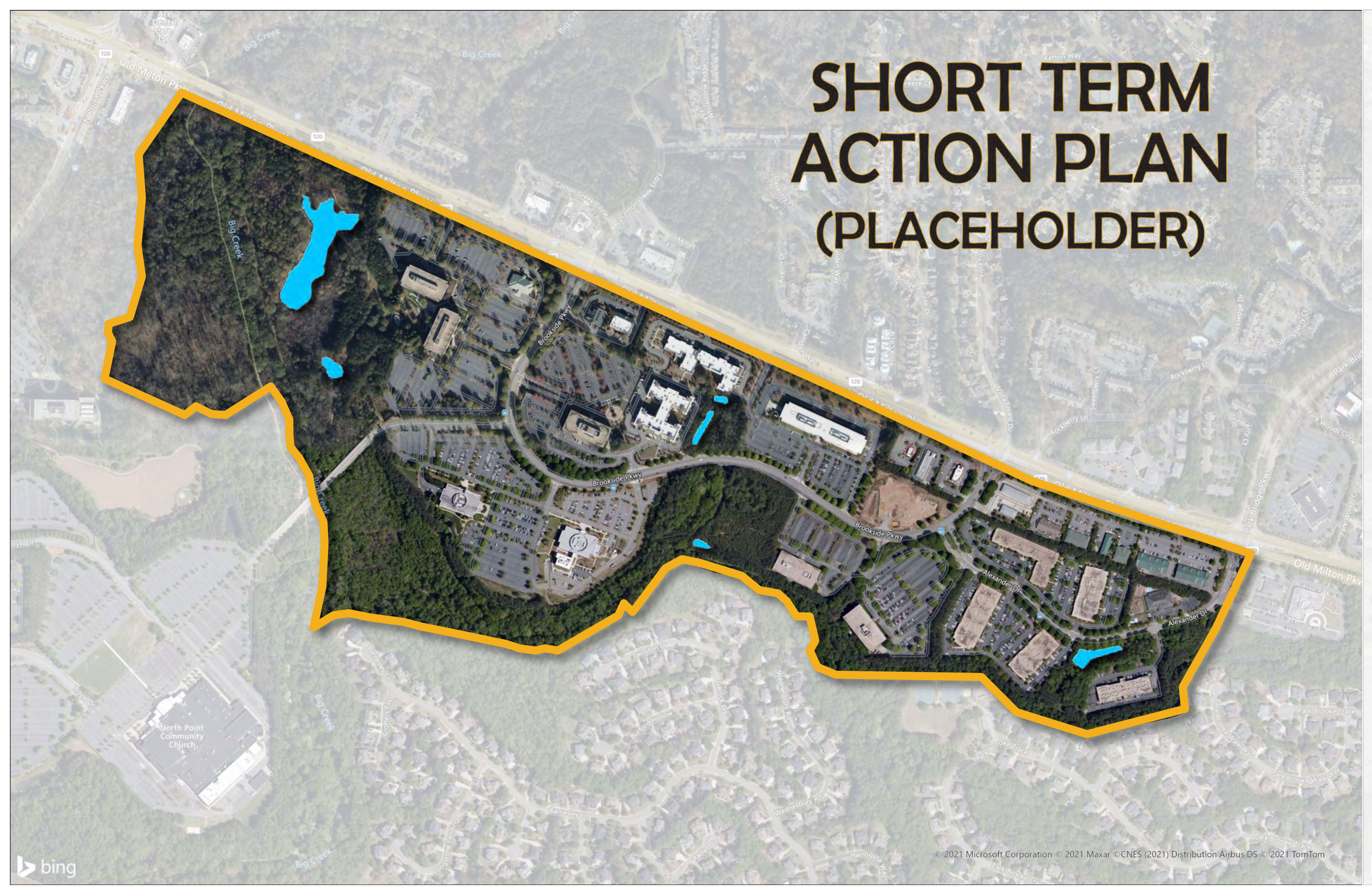
Pedestrian Signs



Street Illumination

FRAMEWORK PLAN

SHORT TERM ACTION PLAN (PLACEHOLDER)





City Council Meeting & Public Hearing STAFF REPORT

Submitting Department: Public Works

Submitted By:

Sponsored By:

Meeting Date: February 28, 2022

I. AGENDA ITEM TITLE: CITY STORMWATER INVENTORY ASSESSMENT

II. RECOMMENDATION:

III. REPORT IN BRIEF:

Staff will introduce a discussion regarding the results of an assessment of existing city-maintained stormwater infrastructure and projected costs.

IV. ALTERNATIVES:

V. ATTACHMENTS:

Workshop stormwater assessment

Stormwater Assessment Summary

The City of Alpharetta issued an RFP in second half of 2021 requesting proposals for firms to review the City's existing stormwater infrastructure and determine approximate funding needs for the maintenance and operation of the City's stormwater system (pipes, structures, inspections, etc.).

The assessment was based on the City's current inventory according to our extent of service (see attached exhibit) which includes approximately 125 miles of stormwater conveyances (pipes, ditches, culverts) and approximately 8,000 structures (catch basins, drop inlets, outlet control structures, headwalls, junction boxes, etc.). The assessment did not include any projects or work outside of the City's Extent of Service. The assessment solely focused on the City's existing infrastructure and work within City owned Parks.

Below is a summary of costs, utilizing historical data, for identified Capital Projects and current work orders associated with stormwater in the Public Works queue. Work orders will grow as the Department inspects 20% of the City's Maintained Stormwater Infrastructure each year, a requirement of the State.

City of Alpharetta Cost Summary	
Drainage System Replacement (Existing City infrastructure that has failed or is dilapidated; approximately 12,600LF)	\$18,959,827
Park Stormwater Upgrades and New Drainage System Construction (Drainage enhancements to aid in stormwater issues, adding pipe and or structures to improve water quality within watersheds throughout the city, and stream restoration design and construction)	\$7,002,900
Trenchless Rehabilitation Projects (Lining of existing stormwater conveyances without use of excavating equipment utilizing open cut methods, i.e., pipe lining; approximately 27,000LF)	\$5,488,143
Pipe Repair, lining and replacement (Identified needing repaired within the next 5–10 years due to current conditions of the infrastructure)	\$7,874,728
Structure Repair and Replacement (Identified needing repair or replacement within the next 5-10 years)	\$625,038
MS4 inspections and Reporting (Regulatory requirements to maintain compliance with state NPDES permit)	\$1,000,000
BMP Maintenance (Regulatory requirements regarding maintenance related to ponds, green infrastructure, proprietary devices within City right of way and public property)	\$500,000
Grand Total	\$41,450,636

Annual stormwater funding over a 10-year period would equal \$4.2 million a / year.



City Council Meeting & Public Hearing

STAFF REPORT

Submitting Department: Administration

Submitted By: James Drinkard, Kathi Cook, Pete Sewczwicz

Sponsored By:

Meeting Date: February 28, 2022

I. AGENDA ITEM TITLE: MEADOW BROOK HILLS / MILTON ESTATE STORMWATER AND DRAINAGE ISSUES

II. RECOMMENDATION:

This item is being presented for information and discussion purposes. While Staff is seeking Mayor and Council's feedback, no specific action is being requested at this time.

III. REPORT IN BRIEF:

Using the attached white paper, Staff will introduce a discussion on stormwater and drainage issues impacting the Meadow Brook Hills and Milton Estates neighborhoods. The discussion will include an overview of short and mid-term strategies for positively impacting the situation.

IV. ALTERNATIVES:

V. ATTACHMENTS:

White Paper - Addressing Stormwater Issues Impacting Meadow Brook Hills and Milton Estates, 1983 Engineer Report, February 1984 FEMA Determination Letter

ADDRESSING STORMWATER ISSUES IMPACTING THE MEADOW BROOK HILLS AND MILTON ESTATES NEIGHBORHOODS

The purpose of this white paper is to provide a closer look at stormwater issues and management strategies within a roughly 94-acre area of the City of Alpharetta comprising the Meadow Brook Hills and Milton Estates neighborhoods.

This area was selected for more detailed study because of the following criteria:

- It is a residential area developed prior to Georgia's adoption of modern stormwater management practices and regulations in 1990;
- The area includes homes that are located within a designated floodplain; and
- There is regularly occurring flooding of residential structures within the area.

BACKGROUND:

The Meadow Brook Hills and Milton Estates neighborhoods are situated within the Foe Killer Creek Watershed¹, which stretches from Milton, through Alpharetta, to Roswell with water generally flowing north to south. A small tributary of Foe Killer Creek runs through Meadow Brook Hills from a point near the northwest property line of Innovation Academy to the creek, with the flow of water running from the school northwest to Foe Killer Creek.

The subject single-family neighborhoods were developed prior to 1990 and predate many of the modern stormwater management practices and regulations that are now commonplace and prior to when Georgia stormwater regulations were updated in 2020 to apply to the development or redevelopment of individual residential properties.

In January 1984, the owner of the property that now comprises much of the Meadow Brook Hills and Milton Estates neighborhoods made application to the Federal Insurance Administration (FIA) and the US Department of Housing and Urban Development (HUD) to remove from the designated "flood prone area" as defined in a February 1978 Flood Insurance Study certain planned residential structures proposed as part of plans for the neighborhoods. Based upon the study, these proposed residential structures were within the designated 100-year floodplain² or floodway³.

To support the application, the property provided a March 1983 report by a registered engineering firm that defined a number of proposed improvements, including alterations to the banks of Foe Killer Creek and a tributary stream in order to increase their capacity. The report further defined certain deed restrictions to be placed on the proposed residential properties, "to

¹ A watershed, sometimes referred to as a drainage basin, is an area of land that captures rainfall and other precipitation and funnels it to a central point such as creek, stream, river, lake, wetland, etc.

² "Floodplain" is defined by the Federal Emergency Management Agency (FEMA) as "any land area susceptible to being inundated by floodwaters from any source."

³ "Floodway" is defined by FEMA as "the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height."

assure that maintenance is provided within the altered portion of the water course so that the flood carrying capacity of Foe Killer Creek is not diminished.” Because the creek is located on individual private properties, this placed a higher burden on the owners of those properties to maintain the defined improvements to the creek.

In February 1984, the Federal Emergency Management Agency (FEMA) issued a letter to the City of Alpharetta advising that the agency had, based upon the March 1983 report, revised its Flood Insurance Rate Map (FIRM) and Flood Boundary and Floodway Map (FBFM) by downgrading its classification of the subject area of Foe Killer Creek from Zone A2⁴ (high flood risk) to Zone B (moderate flood risk)⁵. The agency also removed the subject area from its Special Flood Hazard Area (SFHA)⁶.

Based upon the determinations by the aforementioned federal agencies, the implementation of all improvements and measures defined in the March 1983 engineer’s report, and the stormwater management regulations and best practices applicable at that time, the property owner was allowed to develop the subject residential properties.

CURRENT CONDITIONS:

Overtime the improvements installed along Foe Killer Creek and its tributary in accordance with the 1983 engineer’s report have decreased in effectiveness as silt and debris from upstream and adjacent properties have collected in the creek bed, altering its profile and decreasing the capacity of the creek. With the creek being less deep, more land area on either side of the creek and the tributary becomes flooded during rain events.

Additionally, because much of the property within the subject neighborhoods is low-lying, the water table has risen such that the ground remains saturated for longer periods of time. Because the ground is less able to absorb rainfall, more stormwater flows across surfaces to the creek. The higher water table also increases the potential for contaminants from aging septic tanks to leach into ground water and make its way into Foe Killer Creek.

Upstream development patterns have increased the amount of impervious surface area, which further increases the amount of stormwater flowing towards the creek during rain events. When that development has come in the form of whole residential subdivisions or neighborhoods, this has been mitigated by the use of detention ponds and other stormwater best management practices (BMPs) that have been required by state and local laws and ordinances since 1990. Until 2020, however, such regulations were not applicable to the development of individual residential lots and are still not applicable for properties zoned for agricultural uses, including horse farms.

Within Meadow Brook Hills and, to a lesser extent, Milton Estates, a number of individual lots have been redeveloped in recent years, either through expansion of existing homes or the

⁴ FEMA has since changed its Flood Zone Designations system such that an area classified as A2 under the old system would now be classified as AE.

⁵ Zone B is defined by FEMA as an “area of moderate flood hazard, usually the area between the limits of the 100-year and 500-year floods. B Zones are also used to designate base floodplains of lesser hazards, such as areas protected by levees from 100-year flood, or shallow flooding areas with average depths of less than one foot or drainage areas less than 1 square mile.

⁶ Special Flood Hazard Area is defined by FEMA as “an area having special flood, mudflow, or flood-related erosion hazards and shown on a Flood Insurance Boundary Map or Flood Insurance Rate Map as Zone A, AO, A1–A30, AE, A99, AH, AR, AR/A, AR/AE, AR/AH, AR/AO, AR/A1–A30, V1–V30, VE, or V.

demolition of existing structures and replacement with larger homes. In total, 32 properties within these neighborhoods have been the subject of such activity. While modern stormwater detention and/or infiltration BMPs have been applied to 15 of these redevelopments to mitigate their impacts, the remaining 17 either predate the 2020 regulations or the development activity was below the current thresholds to trigger requirements for application of BMPs.

Another factor impacting stormwater issues within the neighborhoods is the fact that they were originally developed, like many during the period, without curbs and gutters lining the streets. Curbs and gutters serve two functions related to stormwater. First, they help to contain rainwater that falls onto streets so that it does not flow onto adjacent properties. Secondly, they channel or direct stormwater to storm drains, pipes, and other collection systems. In the absence of curbs and gutters, stormwater is more likely to flow onto adjacent properties.

The combined impact of all of these factors has been an increase in the amount of property being impacted by rising stormwater during rain events. This impact was most evident during a 500-year rain event that occurred in September 2021 when, according to the National Weather Service, nearly 10 inches of rain fell on Alpharetta in a 24-hour period, which led to flooding of many yards and a small number of homes in the subject neighborhoods. Drainage complaints have been received from the owners of 41 separate properties in Meadow Brook Hills and Milton Estates.

ADDRESSING THE ISSUE:

Over the past five years, the City of Alpharetta's efforts to improve stormwater management and flooding issues in Meadow Brook Hills and Milton Estates has focused primarily on the repair and maintenance of the system of municipal stormwater infrastructure serving the neighborhoods. In total, 80 workorders representing more than \$353,300 have been completed.

Maintenance and repair of the existing municipal stormwater infrastructure alone, however, will not sufficiently improve the situation. In response, the City's professional staff has developed a number of strategies and tactics that can be employed to provide improvement of stormwater management in the subject area and positively impact residents of Meadow Brook Hills and Milton Estates. These have been placed into two categories, short-term measures (those that can be completed within 12 months) and mid-term (those that can be completed within 36 months).

Short-Term Activities

- Complete 19 additional maintenance and repair projects on existing stormwater infrastructure
- Implement increased requirements for single-family residential development and/or redevelopment (additions, tear down and rebuilds, pools, etc.) creating 1,000 to 4,999 square feet of new impervious area on lots within the subject neighborhoods⁷
 - o Complete a full soil test prior to design
 - o If water infiltration works per soil test results, install infiltration measures
 - o If infiltration does not work per soil test results, a certified engineer must design a management system for water quality volume, provide design certification, and a maintenance covenant must be recorded

⁷ Currently, single-family residential development creating less than 5,000 square feet of new impervious area is not required to complete a soil test and may simply install infiltration methods based on what is commonly referred to as the "easy calculation method."

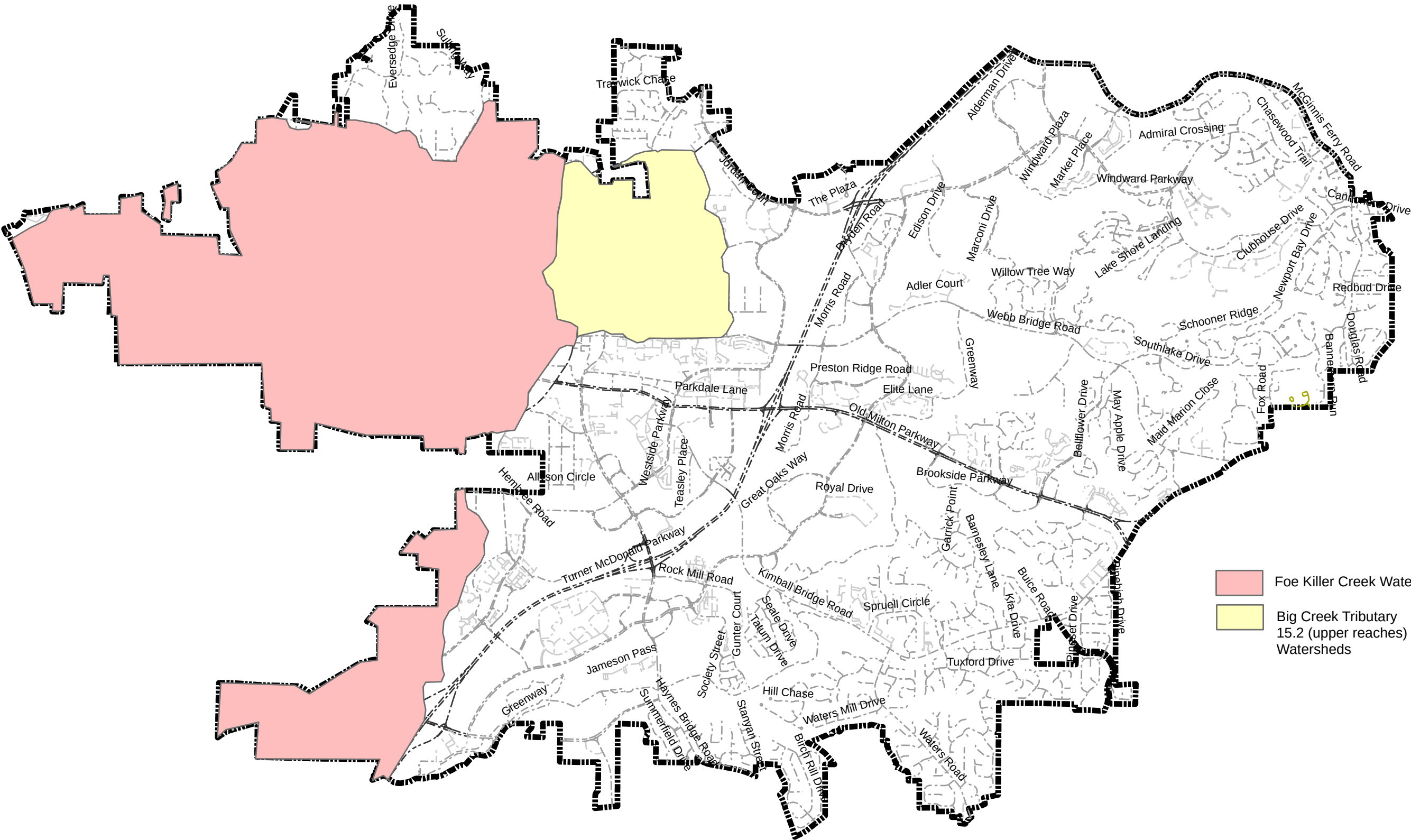
- Develop and present for City Council consideration a set of architectural and development guidelines addressing elements such as maximum building heights, maximum impervious area, tree save requirements and other elements to better preserve and protect the character of the subject neighborhoods
- Design new curb and gutter, piping, and stormwater detention for Meadow Drive and Upshaw Drive between Brook Drive and Meadow Drive
- Initiate discussions with Superintendent and Board Members for Fulton County Schools regarding the potential for partnering on improved stormwater management opportunities on the Alpharetta Elementary and Innovation Academy campuses
- Initiate discussions with Fulton County Manager and District 1 and 2 County Commissioners regarding sewer infrastructure within subject neighborhoods
 - o Installation of risers on sewer manholes along Foe Killer Creek within subject neighborhoods to decrease potential risk of floodwater infiltration leading to contamination of creek
 - o Increase the frequency of inspections of existing sewer lines
 - o Reprioritize the County's plan for new sewer line installation to address gaps in sewer line access within the subject neighborhoods

Mid-Term Activities

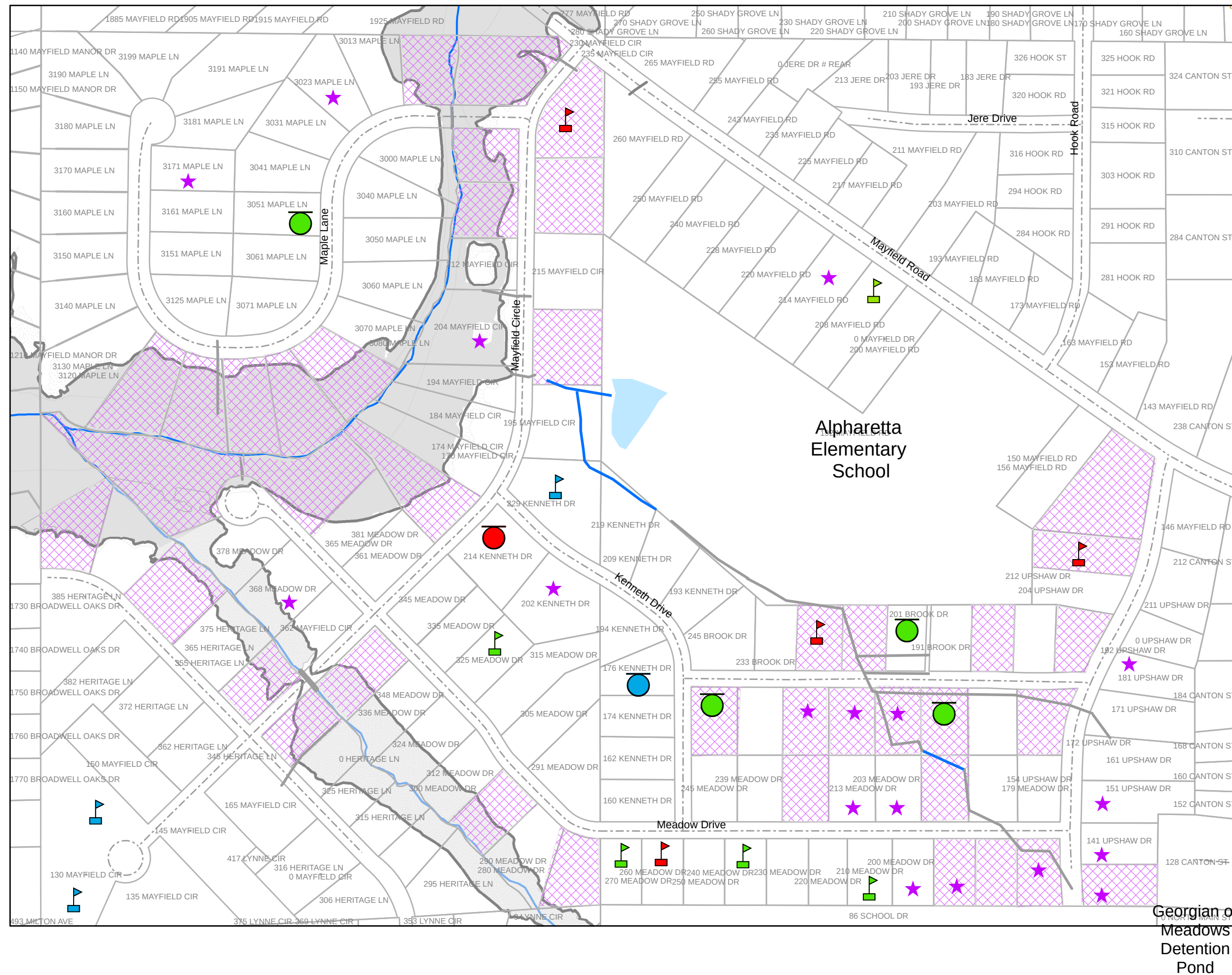
- Additional maintenance and repair projects on existing stormwater infrastructure
- Design new curb and gutter, piping, and stormwater detention along Brook Drive and Upshaw Drive between Brook Drive and Mayfield Road
- Create conceptual plans for improved stormwater management strategies on Alpharetta Elementary and/or Innovation Academy campuses, if agreed to by Fulton County Schools
- Develop and present for City Council consideration a local grant program to aid residential property owners within the subject neighborhoods connect to sewer system and closeout their existing septic tanks
- Develop and present to City Council for consideration a local grant program to aid the subject neighborhoods and other neighborhoods meeting similar criteria to repair existing stormwater facilities (neighborhood detention ponds, etc.)

In addition to the measures noted above, the Office of the City Administrator will be working closely with the Department of Community and Economic Development and the Department of Public Works to improve coordination and communication between the departments with respect to issues pertaining to development and stormwater management within the subject area. Additionally, the City's professional staff will implement a series of resident meetings and enhanced communication for the subject neighborhoods to inform them of progress on the aforementioned short and mid-term strategies and to solicit their ideas and feedback in the creation of the architectural and design guidelines noted in the short-term strategies.

Tier One Watersheds



-  Foe Killer Creek Watershed
-  Big Creek Tributary
15.2 (upper reaches) and 15.2.1
Watersheds



Meadow Brook/Milton Estates Work Activity

Repaired pipe
and installed
two headwalls.

Repaired pipe
and headwall.

Installed
Catch Basin
on existing pipe.

Repaired pipe
and installed
headwall.

Replaced
failed pipe and
installed headwall.

Legend

- Storm Structure - City
- Storm Structure - Private
- Conveyance
- Creek/Tributaries
- Tax Parcel

Stormwater Work Orders (5 Years)

- Stormwater Work Order
- Complete (79)
- Stormwater Work Order
- Outstanding (6)

COMPLETED PIPE MAINTENANCE AND REPAIR PROJECTS

Description	Completed	Location
Storm Pipe Repair	7/15/2021	Mayfield Circle
Storm Pipe Repair	6/10/2021	201 Brook Drive
Storm Pipe Repair	1/29/2021	Upshaw Drive
Storm Pipe Repair	1/6/2021	235 Mayfield Circle
Storm Pipe Repair	12/19/2019	Mayfield Circle
Storm Pipe Unclog	3/21/2018	Mayfield Circle
Storm Pipe Unclog	3/21/2018	Mayfield Circle
Storm Pipe Unclog	3/14/2018	Meadow Drive
Storm Pipe Unclog	3/14/2018	Mayfield Circle
Storm Pipe Repair	9/7/2017	Heritage Lane
Storm Pipe Repair	8/30/2017	Maple Lane
Storm Pipe Repair	8/30/2017	Maple Lane
Storm Pipe Repair	8/2/2017	Mayfield Circle
Storm Pipe Repair	7/27/2017	Mayfield Circle
Storm Pipe Repair	7/27/2017	Mayfield Circle
Storm Pipe Repair	7/27/2017	Mayfield Circle
Storm Pipe Repair	7/27/2017	Maple Lane
Storm Pipe Repair	7/27/2017	Mayfield Circle
Storm Pipe Repair	7/27/2017	Meadow Drive
Storm Pipe Repair	7/27/2017	Meadow Drive
Storm Pipe Repair	5/9/2017	Mayfield Circle

COMPLETED STORMWATER STRUCTURE MAINTENANCE AND REPAIR PROJECTS

Description	Completed	Location
Grate Inlet Clean	7/9/2021	Meadow Drive
Headwall Clean	6/7/2021	Maple Lane
Headwall Clean	5/3/2021	3003 Maple Lane
Catch Basin Repair	4/29/2021	201 Brook Drive
Headwall Clean	3/16/2021	Maple Lane
Headwall Clean	2/11/2021	Maple Lane
Headwall Clean	1/7/2021	Mayfield Circle
Headwall Clean	1/7/2021	Maple Lane
Grate Inlet Clean	12/31/2020	Meadow Drive
Headwall Clean	10/27/2020	Maple Lane
Headwall Clean	9/16/2020	Maple Lane
Headwall Clean	8/20/2020	Maple Lane
Headwall Repair	5/6/2020	Mayfield Circle
Headwall Clean	4/24/2020	Mayfield Circle
Catch Basin Clean	2/20/2020	Mayfield Circle
Grate Inlet Clean	2/20/2020	Meadow Drive
Grate Inlet Clean	2/6/2020	Meadow Drive
Catch Basin Clean	2/5/2020	Maple Lane
Catch Basin Clean	1/3/2020	201 Brook Drive
Catch Basin Clean	1/3/2020	3000 Maple Lane
Catch Basin Clean	1/3/2020	3100 Maple Lane
Headwall Repair	11/21/2019	Mayfield Circle
Catch Basin Clean	11/12/2019	3000 Maple Lane
Catch Basin Clean	11/12/2019	3003 Maple Lane
Catch Basin Clean	11/12/2019	215 Mayfield Circle
Catch Basin Clean	11/12/2019	204 Mayfield Circle
Grate Inlet Clean	10/16/2019	179 Meadow Drive
Catch Basin Clean	8/27/2019	388 Meadow Drive
Headwall Clean	8/26/2019	Maple Lane
Catch Basin Clean	8/23/2019	201 Brook Drive
Grate Inlet Clean	8/23/2019	179 Meadow Drive
Catch Basin Clean	7/1/2019	362 Meadow Drive

Catch Basin Clean	12/14/2018	178 Mayfield Circle
Catch Basin Repair	11/2/2018	345 Heritage Lane
Catch Basin Repair	9/6/2018	Mayfield Circle
Catch Basin Clean	8/27/2018	Maple Lane
Catch Basin Repair	8/27/2018	Maple Lane
Grate Inlet Repair	8/22/2018	211 Brook Drive
Catch Basin Repair	8/20/2018	Maple Lane
Junction Box Repair	8/17/2018	345 Heritage Lane
Catch Basin Repair	8/16/2018	Meadow Drive
Catch Basin Repair	8/15/2018	Mayfield Circle
Grate Inlet Repair	7/17/2018	Meadow Drive
Weir / Pedestal Inlet Repair	10/17/2017	193 Kenneth Drive
Weir / Pedestal Inlet Repair	10/16/2017	Upshaw Drive
Weir / Pedestal Inlet Repair	10/16/2017	Kenneth Drive
Weir / Pedestal Inlet Clean	10/13/2017	Kenneth Drive
Grate Inlet Repair	8/25/2017	Brook Drive
Headwall Repair	8/8/2017	Mayfield Circle
Headwall Repair	7/26/2017	Mayfield Circle
Catch Basin Repair	7/26/2017	399 Meadow Drive
Catch Basin Clean	7/26/2017	Mayfield Circle
Headwall Clean	7/26/2017	Mayfield Circle
Catch Basin Repair	7/26/2017	Maple Lane
Catch Basin Repair	7/26/2017	Mayfield Circle
Headwall Repair	7/26/2017	Mayfield Circle
Grate Inlet Repair	7/26/2017	Meadow Drive
Grate Inlet Clean	7/26/2017	Meadow Drive

Development and Redevelopment Requirement Changes

The city is enforcing expanded requirements prior to permitting and before construction close out. The new expanded requirements on smaller projects include soils testing to verify soil infiltration rates and depth of water table, certification from the designer at the end of construction to verify that the infiltration measure was installed as designed, and requirements to record a maintenance covenant for all future maintenance needs.

	Current Requirements	Changes
Standalone single-family homes in Tier One Watersheds		
1000 sf – 4999 sf new impervious area (additions, tear down and rebuilds, pools, etc.)	Install infiltration measure (uses easy calculation method, no soils test required)	Complete soils test prior to design -
		If infiltration works per soils sample results, install infiltration measure (use easy calculation, provide design certification, and maintenance covenant collected)
		If infiltration doesn't work per soils sample results, engineer must design management system for water quality volume, provide design certification, and maintenance covenant collected)
Standalone single-family homes outside Tier One Watersheds		
1000 sf – 4999 sf new impervious area (additions, tear down and rebuilds, pools, etc.)	No requirements	No changes
All other development types in all watersheds		
1000 sf – 4999 sf new impervious area	Complete soils test prior to design-	
	If infiltration works per soils test, install infiltration measure (engineer designs, provides certification, and maintenance covenant collected)	No changes
	If infiltration doesn't work per soils test, engineer must design management system for water quality volume, provide design certification, and maintenance covenant collected)	No changes
All development in all watersheds		
5000 sf new or replaced impervious area or 1 acre disturbed	Full stormwater management (designed by an engineer, must have soils tests, design certification, and maintenance covenant)	No changes

DEVELOPMENT OF RESIDENTIAL PROPERTY
in the
FLOOD PLAIN of FOE KILLER CREEK
in the
CITY of ALPHARETTA, FULTON COUNTY, GEORGIA

Prepared For
Hiram D. Mulkey, Property Owner

March, 1983

By
Rader & Associates
Consulting Engineering and Design
330 Knoll Wood Terrace
Roswell, Georgia, 30075



Development of Residential Property
in the
Flood Plain of Foe Killer Creek
City of Alpharetta, Fulton County, Georgia
Land Lots 1199 and 1250
District 2 Section 2, Fulton County

1.0 INTRODUCTION

1.1 Purpose of Report

The purpose of this report is to propose recommendations for the consideration and approval of the City of Alpharetta, Georgia to allow for the construction of residential structures on the fringes of a designated flood prone area of Foe Killer Creek. This development will be in accordance with the City of Alpharetta, Georgia, Flood Damage Prevention Ordinance No. 155 adopted January 30, 1978.

This report will also be the basis of a request to the Federal Insurance Administration (FIA), U.S. Department of Housing and Urban Development (HUD) to remove the residential structures from the flood prone area defined in the Flood Insurance Study for City of Alpharetta, Fulton County, Georgia dated February 15, 1978.

1.2 Source of Data

The documents, information and data used for the preparation of this report is as follows:

- 1.2.1 Flood Damage Prevention Ordinance No. 155 adopted by City of Alpharetta, Georgia on January 30, 1978.
- 1.2.2 Flood Insurance Study, City of Alpharetta, Fulton County, Georgia prepared by the FIA dated February 15, 1978.
- 1.2.3 Fulton County, Georgia Topographic Maps W-456-1484 and W-456-1488, date of photography March, 1976.
- 1.2.4 Plat of Milton Estates, Unit Two, a subdivision of land in Land Lots 1199 and 1250, District 2, Section 2, Fulton County, Georgia.

1.2.5 Elevations of existing features surveyed by Brumbelow-Reese and Associates, Inc., Land Surveying Services, Alpharetta, Georgia in March, 1983. Elevations are based on Bench Mark RM26 set by FIA while conducting the Flood Insurance Study.

2.0 Property to be Improved for Residential Development

2.1 Property Description

The property, for which approval for residential development is requested, is shown on Drawing 1 of 1 entitled "Development of Residential Property, Foe Killer Creek Flood Plain". The property includes Block A, Lot 3; Block E, Lots 3, 4, 10 and 11; and Block F, Lots 2, 3, 5, 6 and 7 of MILTON ESTATES, UNIT TWO, a subdivision of land in Land Lots 1199 and 1250, District 2, Section 2, Fulton County, Georgia and the unplatted land in Land Lot 1199 north and west of Foe Killer Creek. All or a portion of this property is located in the flood plain of the 100 year flood of Foe Killer Creek. All of the residential building sites for which approval is requested are located in the floodway fringe of the flood plain.

2.2 Proposed Improvements

The proposed improvements to the property include the filling of the building sites so that the lowest floor of the residence is above the base flood level and alterations to the water course to provide sufficient flood capacity after the filling of building sites in the floodway fringe.

The building sites from the fronting roadway to a minimum of 10 feet back of the proposed building will be filled to a level at or above the 100 year flood so that the lowest floor of the residence will be at least one foot above the flood level indicated in the Flood Insurance Study.

The alterations to the water course will consist of grading the banks of Foe Killer Creek to provide a wider channel during base flood flows. The widened channel portion of the creek will have a bottom elevation approximately two feet above the existing stream bottom elevation.

Details of the water course alterations and of the filling of the building sites are shown on Drawing 1 of 1.

2.3 Deed Restriction for Maintenance

A deed restriction will be added to each parcel of land that is developed in the floodway fringe. This deed restriction will assure that maintenance is provided within the altered portion of the water course so that the flood carrying capacity of Foe Killer Creek is not diminished. The deed restriction will prohibit the planting of shrubery, building of fences, and the construction of accessory buildings in the altered water course of the creek. The altered portion of the water course will be grassed to reduce erosion during interim and base flood conditions.

3.0 Flood Flows and Flood Levels

3.1 Flood Flows

The quantity of storm flow is determined by rainfall intensity and duration, and by the size and type of development in the drainage basin upstream from the property being considered for development.

Storm flow was determined for two points on the property. The first point calculated was at the junction of Maple Lane and Foe Killer Creek and the second point was at the junction of Foe Killer Creek and the tributary that crosses Mayfield Circle on the common property line between Block F, Lots 6 and 7 of Milton Estates, Unit Two.

3.1.1 Maple Lane Drainage Basin

The drainage area of Foe Killer Creek, upstream of Maple Lane was determined using Fulton County, Georgia Topographic Maps W-456-1484 and W-456-1488. The area is 390.3 acres or 0.61 square miles.

The FIA, plotted the Frequency-Discharge, Drainage Area Curves for Foe Killer Creek on Figure 2 of the Flood Insurance Study. The future development of this basin was determined to be urban development consisting of a weighted average of single family residence, multi-family residence, office and commercial uses. The FIA discharge curves for 100 year frequency were checked against the Fulton County Drainage Design Manual. The FIA curves

predicted approximately 10-14% greater flood flows than Fulton County Drainage Manual. The FIA curves were used for this report. The peak discharge for the Foe Killer Creek drainage basin upstream is 600 cubic feet per second (cfs).

- 3.1.2 Milton Estates Unit Two Drainage Basin
The drainage area of Foe Killer Creek, upstream of the approximate mid-point of Milton Estates, Unit Two is 463.8 acres or 0.72 square miles. The peak discharge for the drainage basin upstream is 660 cfs.

3.2 Flood Levels

The base flood levels (100 year storm) are indicated on the Flood Boundary and Floodway Map (Exhibit 3) of the Flood Insurance Study and on Drawing 1 of 1 accompanying this report. These FIA base flood levels, ranging from elevation 1055 at the western limits of Milton Estates, Unit Two Subdivision to 1065 immediately up stream of Maple Lane, were calculated on the basis that the present conditions of the stream bed and flood plain are maintained.

The proposed residential development will encroach into the floodway fringe of the Foe Killer Creek floodway. To provide for the passage of the base flood without increasing the base flood levels, the property owner proposes to alter the water course of Foe Killer Creek to provide adequate stream capacity for the base flood. These alterations will consist of the removal of trees and shrubs from the banks of the stream and widening the stream bed above the 10 year frequency storm to accommodate the base flood and intermediate 25 and 50 year frequency storms. This widened portion of the stream bed will be grassed and maintenance of this stream bed will be assured by the previously mentioned deed restriction.

Calculations, included in Appendix A, indicate that base flood flows will reach a depth of approximately 2.8 feet between stream Stations 304+00 and 299+40 with base flood elevations ranging from 1060.5 at Station 304+00 to 1057.1 at Station 299+40.

Between stream Stations 299+40 and 296+60, base flood flows will reach a depth of approximately 3.1

feet with base flood elevations ranging from 1057.1 at Station 299+40 to 1056.0 at Station 296+60.

Between stream Stations 296+60 and 288+50, base flood flows will reach a depth of approximately 3.6 feet with base flood elevations ranging from 1056.0 at Station 296+60 to 1053.1 at Station 288+50.

Calculated stream velocities, during base flood flow conditions are somewhat higher than desired. The calculated velocity between stream Station 304+00 and 299+40 is 6.2 f.p.s. or 4.2 miles/hour. The calculated velocity between stream Station 299+40 and 296+60 is 5.8 f.p.s. or 3.9 miles/hour. The calculated velocity between stream Stations 296+60 and 288+50 is 4.8 f.p.s. or 3.3 miles/hour. The grassed bottom and side slopes of the altered channel will greatly reduce the potential for erosion during base flood flows.

The stream velocity is a function of the natural slope of the stream bottom. This portion of Foe Killer Creek has a relatively steep natural slope resulting in the stream velocities calculated. A field investigation of the existing stream bed indicates that only minor erosion is currently experienced during storm flows. Velocities in the existing unaltered channel are greater than those expected upon the completion of the channel bank modifications proposed.

The cross hatched area on Drawing 1 of 1 indicates the area that would be flooded if water depths reached 4.0 feet, 0.4 to 1.2 feet greater water depths than those calculated for the base flood.

4.0 SUMMARY

The property owner of undeveloped Lots - Block A, Lot 3; Block E, Lots 3, 4, 10 and 11; and Block F, Lots 2, 3, 5, 6 and 7 of Milton Estates, Unit Two and of the unplatted property in Land Lot 1199 north and west of Foe Killer Creek desires to develop the property by constructing single family residences. All or portions of this property is in the floodway or floodway fringe of the base flood of Foe Killer Creek as shown in the

Flood Insurance Study.

Upon approval by the City of Alpharetta, Fulton County, Georgia of the proposed filling of floodway fringe and the alterations to the banks of the stream, the property owner proposes to offer this land for development and to request that the sites of the residential structures be removed from the FIA flood plain zone. A deed restriction to assure that the altered floodway is maintained will be included in the transfer of the property.

The proposed alterations to the banks of the stream will maintain or lower base levels indicated in the FIA study. The lowest floor elevations for all proposed residential structures are set above the FIA - base flood levels.

The property owner of Block F, Lots 8 and 9 should also request approval of similar stream bank modifications and site filling prior to the development of these lots.

RADER & ASSOCIATES
ROSWELL, GEORGIA

BY RER DATE 3/15/83

SHT. 1 OF 4

CHKD. BY _____ DATE _____

W.O. NO. H. D. MULKEY

PROJECT FOE KILLER CREEK FLOOD FLOWS

SUBJECT Calculation of Drainage Areas & Flows

Determine drainage area from FULTON COUNTY TOPOGRAPHIC
MAPS W-456-1484 & W-456-1488 - Scale 1"=200'
Contour Interval 5 feet

Area upstream of Maple Lane, a street in Milton
Estates Subdivision Unit Two.

Using the Fulton County contour maps, the drainage
area tributary to Foe Killer Creek, upstream (FIA Stream Sta. ³⁰⁴⁺⁰⁰)
of Maple Lane is 425 sq. in. $\times$ 40,000 sq. ft./sq. in.
 $\div$ 43,560 sq. ft./acre = 390.3 Acres or 0.61 Sq. Miles.

The area tributary to Foe Killer Creek, upstream
of FIA Stream Sta. 298+00 (Junction of small tributary
from the east) is 505 sq. in. $\times$ 40,000 sq. ft./sq. in.
 $\div$ 43,560 sq. ft./acre = 463.7 Acres or 0.72 Sq. Miles

From Figure 2 of FIA Study, the frequency,
discharge, drainage area curves for Foe Killer
Creek, indicate a peak discharge in c.f.s. of
600 cfs for Maple Lane, FIA Stream Station 304+00
and 660 cfs for FIA Stream Station 298+00 for
the 100 year storm.

A check by using the Fulton County Manual on
Drainage Design indicates a storm flow of 550 cfs
for Maple Lane. Use FIA data.

RADER & ASSOCIATES ROSWELL, GEORGIA

BY RER DATE 3/16/83

SHT. 2 OF 4

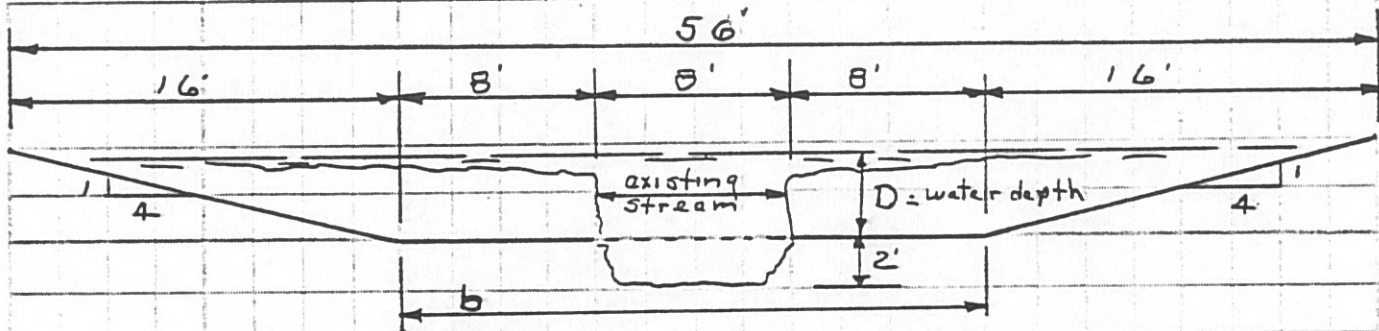
CHKD. BY _____ DATE _____

W.O. NO. H. D. MULKEY

PROJECT FOE KILLER CREEK FLOOD FLOWS

SUBJECT Calculation of Flood Flows & Flood Levels

Assume Stream Section.



Reference: Hydraulics of Steady Flow in Open Channels
by Sherman M. Woodward & Chesley J. Posey

1. Channel section coefficient of friction, $n = 0.035$

2. Slope - downstream of Maple Lane = 0.0089

Slope - downstream of FIA Sta 298+00 = 0.0056

3 Q = Flow - downstream of Maple Lane = 600 cfs

Q = Flow - downstream of FIA Sta 298+00 = 660 cfs

4. Channel side slopes 1 on 4 - $Z=4$

Manning equation: $Q = \frac{1.486}{n} A R^{2/3} S^{1/2}$

where A = area of stream flow, R = hydraulic radius

Determine water depth - Assume existing 2' deep x 8' wide stream

$b = 24'$ D = water depth has no effect.

Value of $\frac{Qn}{b^{8/3} S^{1/2}}$

@ Maple Lane $\frac{600 \times 0.035}{24^{8/3} \times 0.0089^{1/2}} = .0464$

From Column $Z=4$ Table 102A $D/b = .112$ $D = 24 \times .112 = 2.69'$

@ FIA Sta 298+00 $\frac{660 \times 0.035}{24^{8/3} \times 0.0056^{1/2}} = .0644$

From Column $Z=4$ Table 102A $D/b = .133$ $D = 24 \times .133 = 3.19'$

RADER & ASSOCIATES ROSWELL, GEORGIA

Y TRER DATE 3/16/83

SHT. 3 OF 4

HKD. BY _____ DATE _____

W.O. NO. H.D. MULKEY

PROJECT FOE KILLER CREEK FLOOD FLOWS

SUBJECT Calculation of Flood Flows & Flood Levels

Check Stream Velocity

$$V = \frac{1.486}{n} R^{2/3} S^{1/2} \quad R = \frac{A(\text{area})}{W(\text{wetted Perimeter})}$$

A for 2.69' depth

~~2.69 x 4.4~~

$$C = 2.69 \times 8 + 24 = 45.5$$

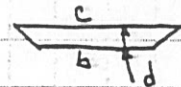
$$b = 24$$

$$d = 2.69$$

$$A = (45.5 + 24/2) \times 2.69 = 93.5 \text{ sq ft.}$$

$$W = 24 + \sqrt{17} \times 2.69 \times 2 = 46.18$$

$$\underline{V_{\text{Maple Lane}}} = \frac{1.486}{0.035} \times \left(\frac{93.5}{46.18} \right)^{2/3} \times .0089^{1/2} = \underline{\underline{6.4 \text{ fps}}}$$



A for 3.19' depth.

$$C = 3.19 \times 8 + 24, \quad b = 24, \quad d = 3.19$$

$$A = 117.3 \text{ sq ft}$$

$$W = 24 + \sqrt{17} \times 3.19 \times 2 = 50.3$$

$$R = 2.33$$

$$\underline{V_{\text{Sta 298+00}}} = \frac{1.486}{.035} \times 2.33^{2/3} \times .0056^{1/2} = \underline{\underline{5.6 \text{ fps.}}}$$

Velocities are high - good grass cover and maintenance required. These stream velocities occur only during base (100 year storm) flood flows. Intermediate flood flows (25 year and 50 year storms) will result in lower velocities.

RADER & ASSOCIATES

ROSWELL, GEORGIA

BY RER DATE 3/24/83

SHT. 4 OF 4

CHKD. BY _____ DATE _____

W.O. NO. H.D. Mulkey

PROJECT Foe Killer Creek Flood Flows

SUBJECT Calculations of Flood Depth based on Field Survey

Stream Slopes based on Field Survey

1. Between Cross Section No. 1 & No. 2 Slope: .0082

$$\frac{Qn}{b^{8/3} S^{1/2}} = \frac{600 \times .035}{24^{8/3} \times .0082^{1/2}} = .0487, D/b = .115 \quad \underline{\underline{D = 2.76'}}$$

2. Between Cross Section No. 2 & No. 3 Slope: .0061

$$\frac{Qn}{b^{8/3} S^{1/2}} = \frac{660 \times .035}{24^{8/3} \times .0061^{1/2}} = .0612, D/b = .131 \quad \underline{\underline{D = 3.12'}}$$

3. Between Cross Sections No. 3 & No. 5, Slope: .0036

$$\frac{Qn}{b^{8/3} S^{1/2}} = \frac{660 \times .035}{24^{8/3} \times .0036^{1/2}} = .0803, D/b = .15 \quad \underline{\underline{D = 3.6'}}$$

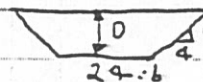
Velocity Check

1. $V = \frac{1.486}{n} R^{2/3} S^{1/2}$

$$R = \frac{A(\text{area})}{W(\text{wetted Perimeter})}$$

$D = 2.76, S = .0082, n = .035$

$$R = \frac{(2.76 \times 8 + 48)}{2} \times 2.76 \div 24 + \sqrt{17} \times 2.76 \times 2$$



$$V = \frac{1.486}{.035} \times \left(\frac{96.71}{46.76} \right)^{2/3} \times .0082^{1/2} = \underline{\underline{6.24' / s}}$$

2. $D = 3.12, S = .0061, n = .035$

$$R = \frac{(3.12 \times 8 + 48)}{2} \times 3.12 \div 24 + \sqrt{17} \times 3.12 \times 2$$

$$V = \frac{1.486}{.035} \times \left(\frac{113.82}{49.73} \right)^{2/3} \times .0061^{1/2} = \underline{\underline{5.76' / s}}$$

3. $D = 3.6, S = .0036, n = .035$

$$R = \frac{(3.6 \times 8 + 48)}{2} \times 3.6 \div 24 + \sqrt{17} \times 3.6 \times 2$$

$$V = \frac{1.486}{.035} \times \left(\frac{138.24}{53.69} \right)^{2/3} \times .0036^{1/2} = \underline{\underline{4.78' / s}}$$



Federal Emergency Management Agency

Washington, D.C. 20472

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

IA-RA-TO (102A)

Community: City of Alpharetta,
Fulton County, Georgia

Honorable Jimmy Phillips
Mayor, City of Alpharetta
City Hall
12 South Main Street
Alpharetta, Georgia 30201

Effective Date: FEB 21 1984

Community Number: 130084

Suffix Code: B

Dear Mayor Phillips:

This is in response to the January 16, 1984 letter from Mr. Bill G. Huff, Jr., requesting that the Federal Emergency Management Agency (FEMA) revise the currently effective Flood Insurance Study (FIS) for the City of Alpharetta, Fulton County, Georgia. With this letter, Mr. Huff submitted an engineering report, certified by a Registered Professional Engineer, detailing the development of Milton Estates, Unit Two in the flood plain of Foe Killer Creek.

We have reviewed the Flood Insurance Rate Map (FIRM) and Flood Boundary and Floodway Map (FBFM) for the City of Alpharetta with respect to the report entitled, "Development of Residential Property in the Flood Plain of Foe Killer Creek in the City of Alpharetta, Fulton County, Georgia," dated March 1983, prepared by Rader & Associates, Consulting Engineering and Design. Based on FEMA's review of this information, the currently effective FIRM for your community has been revised. The Zone A2 area designated for Foe Killer Creek which extends from the confluence of Tributary 18 upstream to the upper limit of detailed study along Foe Killer Creek, approximately 0.9 miles, has been revised to a Zone B area. Zone B is a moderate flood hazard area. This letter of map revision hereby amends the currently effective FIRM Panel 130084-0001B, dated February 15, 1978.

This zone modification is based on minimum criteria established by FEMA for flood plain management regulation. Community officials, based on knowledge of local conditions and in the interest of human safety, may set higher standards for construction in the flood plain than the minimum criteria established by FEMA. If the State of Georgia or the City of Alpharetta has adopted more restrictive and comprehensive flood plain management criteria, these criteria take precedence over the minimum Federal criteria for the purpose of regulating development in the flood plain. This policy is set forth in Section 60.1 (d) of the National Flood Insurance Program (NFIP) regulations.

If community officials deem that the continued maintenance of the floodway on Foe Killer Creek upstream of the confluence of Tributary 18 would be in the best interests of the community, the City of Alpharetta may elect to regulate the floodway as shown on the currently effective FIRM for the community even though this area is no longer in the Special Flood Hazard Area.

It should be noted that FEMA's review of the revision material submitted revealed that some potential erosion problems could result from the proposed channel modifications. Hence, the community may wish to examine this situation more closely.

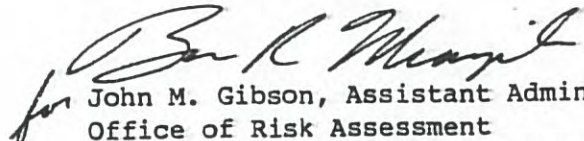
This modification has been made pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (P.L. 93-234) and is in accordance with the National Flood Insurance Act of 1968, as amended, (Title XIII of the Housing and Urban Development Act of 1968, P.L. 90-448) 42 U.S.C. 4001-4128 and 44 CFR Part 65.

The community number and suffix code listed above will be used for all flood insurance policies and renewals issued for your community.

The revised zone designation is effective as of the date of this letter. However, a review of the zone designations and any requests for changes should be made within 30 days. Any request for reconsideration must be based on scientific or technical data.

If there are any further questions regarding the new zone designation, please contact the Chief, Natural and Technological Hazards Division, Federal Emergency Management Agency, in Atlanta, Georgia at (404) 881-2391 or Mr. Dan Cotter of our Central Office staff in Washington, D.C. at (202) 287-0230.

Sincerely,


for John M. Gibson, Assistant Administrator
Office of Risk Assessment
Federal Insurance Administration

cc: Mr. Robert Settle

(6) [unclear] 2/21/68
2/20/68
JK