



City Council Meeting FEBRUARY 6, 2017

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 01/23/2017)
 - B. Alcoholic Beverage License Applications
- V. PROJECT UPDATES
 - A. City Center
 - 1. Developer Phasing And Access Plans
- VI. OLD BUSINESS
 - A. PH-16-18 UDC Changes - Smart Stormwater Code (2nd Reading)
Consideration of text amendments to the Unified Development Code to implement smart stormwater strategies.
 - B. Alcohol Ordinance Amendment (2nd reading)

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA PROVIDING FOR CERTAIN AMENDMENTS TO CHAPTER 3 (ALCOHOLIC BEVERAGES) OF THE CODE OF THE CITY OF ALPHARETTA, GEORGIA PERTAINING TO CIGAR SHOPS; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES
- VII. NEW BUSINESS
 - A. Landscape Maintenance of City Parks and Athletic Fields; RFQ 17-1005/RFP 17-105
 - B. Landscape Maintenance of City Center and Surrounding Area and the Maintenance of the Downtown Container Gardens; RFQ 17-1005; RFP 17-106.
 - C. Discussion of Financial Audit Reports
 - D. FY2017 Tree And Landscape Improvements
- VIII. PUBLIC COMMENT
- IX. REPORTS
- X. ADJOURNMENT TO EXECUTIVE SESSION



OFFICIAL MINUTES OF
PUBLIC HEARING & COUNCIL MEETING
ON JANUARY 23, 2017

CITY HALL – 2 PARK PLAZA
6:30 PM

Official Minutes

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

I. CALL TO ORDER

❖ *Mayor Pro Tem Owens called the meeting to order at 6:32 P.M.*

II. ROLL CALL

- Council Members
 - Chris Owens (Mayor Pro Tem)
 - Jason Binder
 - Jim Gilvin
 - Mike Kennedy
 - Dan Merkel
 - Donald Mitchell
- Absent : Mayor David Belle Isle
- Staff
 - Bob Regus, City Administrator
 - Kathi Cook, Director of Community Development
 - Michael Woodman, Senior Planner
 - James Drinkard, Asst. City Administrator
 - Lisa Gurganus, Interim Director of Recreation and Parks
 - John Robison, Director of Public Safety
 - Tom Harris, Director of Finance
 - Coty Thigpen, City Clerk
 - Sam Thomas, City Attorney

III. PLEDGE TO THE FLAG

IV. PROCLAMATIONS AND PRESENTATIONS

- A. Proclamation - retirement of Director of Public Safety Gary George

V. CONSENT AGENDA

- A. Council Meeting Minutes (Meeting of 01/09/2017)

- B. Alcoholic Beverage License Applications

- C. Financial Management Report: Month Ending November 30, 2016

❖ Council Member Mitchell offered a motion to approve the Consent Agenda

- The motion received a second from Council Member Kennedy
- The motion was approved 6-0

VI. PUBLIC HEARING

- A. MP-16-11/CLUP-16-07/Z-16-09 Sharp Residential Townhomes/Windward Pod 20A

This item was deferred by the Applicant until February 27, 2017.

Consideration of a request to rezone approximately 13.7 acres from O-I (Office-Institutional) and CUP (Community Unit Plan) to CUP in order to develop 82 townhomes. An amendment to the Windward Master Plan Pod 20A to add 'Dwelling, 'For-Sale' Attached' to the list of permitted uses is requested, as well as, a change to the Comprehensive Land Use Plan from 'Corporate Campus Office' to 'High Density Residential'. The property is located behind Union Hill Park at the southwest corner of McGinnis Ferry Road and Union Hill Road and is legally described as being located in Land Lots 1038, 1039, 1048 & 1049, 2nd District, 1st Section, Fulton County, Georgia.

- B. PH-17-01/V-17-03 Newvale Townhomes

This item has been deferred by the Applicant until February 27, 2017.

Consideration of a request to change previous conditions of zoning in order to allow for the construction of 23 'For-Sale' townhomes. A variance is requested to increase the maximum height from 40' to 45'. The property is located at the northeast corner of Canton Street and Church Street and is legally described as being located in Land Lot 1252, 2nd District, 2nd Section, Fulton County, Georgia.

- C. MP-17-03/CU-17-02 Cutter's Cigar Emporium/Fulton Greens

This item was tabled by the Planning Commission.

Consideration of a request to amend the Fulton Greens Master Plan, Pod A to add 'Tobacco Store' as a permitted use and a request for conditional use permit to allow a 'Tobacco Store' within an existing retail center. The property is located at 4915 Windward Parkway and is legally described as being located in Land Lot 1112, 2nd District, 2nd Section, Fulton County, Georgia.

- D. PH-16-08 Historic Preservation Incentive Zoning – UDC Text Amendments

This item was deferred by Staff until February 27, 2017.

Consideration of amendments to the Historic Preservation Incentive Zoning Ordinance to

remove and add historic properties to Appendix A: Historic Resources Inventory, as well as miscellaneous text amendments.

E. Z-16-13/CU-16-20/V-16-27 Perling/13 South Main Street/DT-MU

- Director of Community Development, Kathi Cook, came forward to present this item on behalf of staff
- Ms. Cook explained that this item was heard at the December 1, 2016 Planning Commission meeting. One resident spoke in favor of the request. Several residents spoke in opposition to the request, stating that they had concerns with density, apartments, traffic, and that the applicant was requesting too many variances to the Downtown Code. After discussion, the Planning Commission recommended to deny the request. Vote (6-1)
- The applicant was granted a deferral by Staff to the January 23, 2017 City Council meeting in an effort to address unresolved issues.
- The applicant provided a revised site plan, dated January 10, 2017, in an effort to address concerns from Staff, Planning Commission, and the public.
- If Council approves the request, staff recommends the following conditions:
 1. The property to be rezoned shall have a "DT-MU" zoning classification.
 2. Property shall be developed substantially in accordance with the submitted plan prepared by TSW, dated 1/10/2017, with heavily amenitized seating areas, final approval by Staff. However, lot yield depicted is not guaranteed and subject to meeting all City Code requirements and conditions of zoning.
 3. Architectural style of all buildings shall be Mercantile/warehouse or shall meet the architectural and building design requirements of the Alpharetta Downtown Code. Non-residential and mixed-use buildings shall be approved by the Design Review Board and residential buildings shall be approved by Staff. Townhome buildings shall have flat roofs.
 4. Development regulations shall be as follows:
 - a. Office – Maximum of 61,500 square feet. Building height shall be limited to 4 stories or 60 feet, whichever is less.
 - b. Retail/Restaurant – A maximum of 29,350 square feet of retail/restaurant use shall be permitted. A minimum 15,000 square foot and maximum 25,000 square foot shall be permitted to be a craft brewery. No more than two free standing restaurant buildings and one free standing retail/restaurant building shall be permitted. Freestanding retail/restaurant buildings shall be a minimum height of 18'. All restaurant uses shall include outdoor seating areas (min. 25% of space occupied by restaurants), including at least one building with rooftop dining. No drive-thru restaurants shall be permitted.
 - c. 'For-Rent' Residential – Maximum of 172 'For-Rent' dwelling units in accordance with UDC 'For-Rent' requirements shall be permitted. Maximum building height shall be 4 stories or 60 feet, whichever is less. Maximum building façade along the public right-of-

way shall be 200 feet with a minimum landscaped garden separation of 50 feet between building walls. No more than 50% of the units may be two (2) bedroom units. 'For-Rent' units shall be constructed concurrently with retail/restaurant, craft brewery, 'For-Sale' residential and 36,000 square feet of office development. A Certificate of Occupancy shall not be issued for rental units until 36,000 square feet of office and minimum 15,000 square feet craft brewery has been constructed and a certificate of occupancy issued for both. The units shall be part of a mixed-use development incorporating retail, brewery, 'For-Sale' residential units, connection to a neighborhood grocery, restaurant, and office. 'For-Rent' units shall have first class amenities, which shall include a private pool, fitness center, secure gated parking, resident's lounge, business center, on-site management office and secure elevator access. 'For-Rent' dwellings are prohibited on the first floor of the building on a Storefront Street. A maximum of 2 building sides shall be permitted first floor dwellings. All ground floor residential units shall be oriented to the sidewalk, provide individual unit entrance from the exterior of the building, provide individual stoops or porches, and provide a minimum of one ground floor window facing the sidewalk.

d. 'For-Sale' Residential –Up to 78 'For-Sale' Attached (townhome, semi-detached, and/or condominium) and Detached units shall be developed. 'For-Sale' townhomes, semi-detached, and detached product shall be oriented to Devore Road and/or the multi-use path and shall be rear-loaded. All other interior townhomes, semi-detached and detached product may be oriented to the internal driveway/street and may be permitted parking between the driveway/street and the residential structure.

e. Parking Decks – Maximum of 4 levels or 60 feet plus basement level, whichever is less. Parking decks visible from South Main Street and Devore Road shall be treated with comparable materials and finishes as the buildings they serve. Suitability of parking deck elevation, visibility and landscape screening shall be approved by the Design Review Board.

5. Density shall be limited to a maximum of 19.36 dwelling units per acre.
6. All residential units along Devore Road shall be oriented to the street with their front door facing Devore Road.
7. Visible privacy fence shall be prohibited along Devore Road and the multi-use path.
8. A minimum 15' undisturbed buffer, heavily planted where sparse, and 10' graded/landscaped setback shall be provided adjacent to the east and north between residential and commercial. 5' path to neighborhood grocery may be placed within the landscape buffer. A 10' heavily planted landscape strip shall be provided between commercial uses and Dogwood Square along the multi-use path.
9. Impacts to off-site trees shall be minimized. Property owner(s) of off-site trees shall be notified of any encroachment greater than 20% or as directed by the City Arborist. This notification shall include a letter from the project Arborist detailing the extent of the encroachment and possible outcomes.
10. Pedestrian-scale lighting and amenities shall be required throughout the development.
11. The site shall provide a proportionate amount of civic and amenity space based on the density approved above the maximum 10 dwelling units per acre permitted in the DT-MU zoning district (a density of 19.36 du/ac would warrant 2.5 acres of civic space and 2.5

acres of amenity space). A minimum of 1 acre of civic space shall be set aside as passive green area adjacent to the multi-use path between the multi-family building and the 'For-Sale' residential.

12. Dedicate a minimum 15' public access easement to the City and construct a 12' multi-use path as depicted on the site plan with final location approved by Staff. Multi-use path shall be accessible and constructed of concrete, including an entrance gateway/arch on Devore Road, landscaping, low-level path lighting, seating areas, useable greenspaces, and bike share station as approved by Staff. Park impact fee credits shall be provided to the developer for improvements within the public access easement.
13. The frontage of South Main Street shall be developed with a minimum 2,000 square foot civic space and shall incorporate seating, decorative Downtown Alpharetta Entrance sign, and a focal point feature (sculpture) with final approval by DRB. Applicant shall include a minimum of 2 original sculptures located at prominent locations within the development. Sculptures and locations shall be approved by Staff and the local Art Committee. A minimum of 1 sculpture shall be installed prior to the issuance of the first CO.
14. A minimum 5' accessible path shall be provided from the project site to the property of the Walmart Neighborhood Market at the northeast corner of the site where the properties abut as approved by Staff.
15. All buildings along South Main Street and Devore Road shall face those streets or appear to face those streets. No backside of buildings or "back of house" functions (such as loading or dumpster area), shall be visible from those streets.
16. Alcohol license distance requirements from residential development shall be waived.
17. As depicted in the rendering prepared by TSW, a green roof and a rooftop amenity area shall be required and shall count toward required amenity space.
18. Civic spaces shall include decorative hardscape consisting of pavers or other materials approved by Staff, as well as green areas. Landscaping shall be required in the civic space in well-defined planting beds and trees in tree wells as approved by Staff. A bocce ball court, or an alternative outdoor recreational feature shall be required within an area designated civic space as approved by Staff.
19. Pedestrian connections shall be provided between buildings and across roadways within the development. Pedestrian crossings throughout development shall be ramped and the surface materials shall be brick pavers, cobblestones or architecturally treated concrete products as approved by Staff.
20. Detention facilities shall not be visible from South Main Street or Devore Road, except as a decorative water feature approved by Staff.
21. The developer shall provide bicycle racks, benches, trash receptacles, decorative crosswalks, planters, kiosks and other street furniture, where appropriate, throughout the development. A bus drop-off area with shelter and dedicated lane shall be incorporated into the plan design along South Main Street or at an alternative location acceptable to MARTA. Developer shall work in good faith with MARTA to add the development to city bus routes in order to assist with transportation service for employees.
22. Developer shall improve the realignment of Devore Road, per the GDOT design. The

developer shall improve the south side of South Main Street, per the GDOT design. Roadway improvements for the realignment of Devore Road shall be eligible for road impact fee credits.

23. New driveways on Devore Road shall align with existing intersections where practical. Intersection configuration and final design to be approved by Staff.
 24. Awnings shall be provided on buildings at street level where reasonably appropriate as determined by Staff in order to protect pedestrians from inclement weather. Awnings may encroach into the right-of-way per the Alpharetta Downtown Code.
 25. Streets within the development shall be private.
 26. All new on-site utilities shall be located underground, subject to utility provider consent and approval.
 27. Provide detailed street planting for South Main Street and Devore Road. Landscape plan shall have trees planted on each side of the sidewalk, including pedestrian lights and shall be approved by Staff at Land Disturbance Permit.
 28. South Main Street and Devore Road streetscape shall meet the requirements in the Downtown Code and shall incorporate tree wells, pedestrian lighting, landscaping and brick-banded sidewalk as approved by Staff.
 29. The new street corridor leading to the parking decks shall have street trees, pedestrian lighting and landscaping as approved by Staff.
 30. Prior to the first Certificate of Occupancy for residential use, improve the intersection at South Main Street and the realigned Devore Road to include the following: westbound left and right turn lanes; southbound left turn lane; and, signalize the intersection. Intersection design to be approved by staff.
 31. Provide a raised brick paver crosswalk, or alternative design approved by Staff, across Devore Road with direct access to the multi-use trail as approved by Staff.
 32. Rooftop signs shall be permitted subject to Staff approval.
 33. 'For-Rent' residential entitlement shall be extinguished, if a building permit for 'For-Rent' residential has not been issued by 1/23/2019.
- The applicant, Duke Land Group, is requesting a change in zoning for 12.913 acres from C-2 (General Commercial) to DT-MU (Downtown Mixed-Use) in order to develop 29,350 square feet of retail/restaurant, 25,000 square feet craft brewery, 61,500 square feet of office, 78 'For-Sale' townhome and detached units and 179 'For-Rent' units. A conditional use is requested to allow 'For-Rent' residential use and to allow a residential density of 19.90 dwelling units per acre. A variance is requested from Unified Development Code (UDC) Section 2.7.0 (b) to delete the requirement for an on-site neighborhood grocery, as well as variances from UDC Appendix A, Alpharetta Downtown Code to allow a different architectural style and increase the maximum front building setback.
 - The submitted request, if approved, will allow for the construction of a mixed-use development

on a 12.913-acre site consisting of 29,350 square feet of retail/restaurant, 25,000 square feet craft brewery, 61,500 square feet of office, 78 'For-Sale' townhome and detached units, and 179 'For-Rent' apartment units. The proposed residential density is 19.90 dwelling units per acre. The subject property is located at the southeast corner of South Main Street and Devore Road and extends along the north side of Devore Road.

- The subject property is currently zoned C-2 (General Commercial) and is surrounded by C-2 to the west, north, and east and R-12 to the south. Dogwood Square, Walmart Neighborhood Market, Express Oil & Lube, Bank of America, QuikTrip and Alpha Park are located adjacent to the property. The property and adjacent properties are located in the Downtown Overlay and have a Comprehensive Land Use Plan designation of Mixed Use with the exception of Alpha Park, which has a designation of Downtown Residential Density.
- Conditional use permits are requested to allow 'For-Rent' residential units, as well as to allow the residential density to exceed ten (10) dwelling units per acre. The applicant proposes 179 'For-Rent' units and a residential density of 19.90 dwelling units per acre. In addition, a variance is requested to delete the requirement for an on-site neighborhood grocery in conjunction with 'For-Rent' residential use outside the Central Business District. Variances are also requested from Unified Development Code (UDC) Appendix A, Alpharetta Downtown Code to allow a mercantile/warehouse architectural style and increase the maximum front building setback.
- The Downtown Master Plan and Comprehensive Land Use Plan identify the DT-MU zoning district as the appropriate zoning district for the subject property.
- Consideration should be given to maintaining a balance between 'For-Rent' versus 'For-Sale' product in the City.
- The applicant's site plan depicts the mixed-use development being broken up into three (3) distinct areas. Several interconnected buildings are located at the corner of South Main Street and the Devore Road extension, including an office behind a craft brewery and parking, retail with office above, and a parking deck. There are also three (3) freestanding restaurants in this area. The remainder of the property along Devore Road is proposed for residential uses, including a multi-family building with internal parking deck and townhomes and detached product.
- Devore Road will be realigned as part of a GDOT project with the general location of the road moving north of the Bank of America building. If approved, the proposed development will include the realignment of Devore Road, as well as improvements on South Main Street. GDOT's timeline to begin this roadway project is behind the timeline of the mixed-use development. The traffic signal and continuation of Devore Road to Roswell Street would be completed by GDOT at a future time.
- The site plan proposes a total of 739 parking spaces. The total required parking for all uses, except the detached and townhome product is 678 parking spaces. Parking requirements for townhome and detached units will be met within garages, private driveways and surface guest parking.

- Full access driveways to the site are depicted along Devore Road at three (3) locations and at one (1) location on Janis Lane. The applicant has engaged Dogwood Square for an agreement to allow access through Janis Lane, which is a private right-of-way along the north side of the property.
- The site plan depicts the brewery/retail building on South Main Street with setbacks greater than the maximum 10' requirement. The building setbacks in the DT-MU zoning district are as follows:

Front Setback (South Main Street/Devore Road) – Min. 5 feet and Max. 10 feet
Side Setback – 0 feet

Rear Setback – Min. 3 feet (alley) and 6 feet (no alley)

- The undeveloped portion of the property is heavily wooded with a mixture of Pines and Hardwoods. However, the applicant's arborist report only identifies two (2) specimen trees on the site. The City Arborist has questions about the tree assessment and has requested additional information. The applicant has not provided the requested information.
- The applicant proposes a variance to deviate from the prescribed historic architectural styles in the Alpharetta Downtown Code and proposes Mercantile/warehouse architecture. However, the renderings provided by the applicant lack sufficient detail depicting the requested architectural style.
- Non-residential tenants and developer(s) of the residential uses have not been confirmed by the applicant.
- The DT-MU zoning district includes an open space requirement of a minimum 10% civic space and a minimum 10% amenity space. Civic space must be available for public use and may include a park, square, plaza, pocket park, and/or playground. Amenity space is intended for private use and may include rooftop decks, balconies, patios and porches, outdoor dining areas, pool areas, tennis courts and similar uses, yards and gardens, hardscape areas improved for pedestrian enjoyment, and wooded areas. The minimum 10% civic and amenity space requirements are based on a maximum density of ten dwelling units per acre in the DT-MU zoning district. Since the applicant is requesting a conditional use to allow a residential density of 1.99 times that permitted in the proposed zoning district, it is recommended that civic and amenity space minimum requirements are increased proportionate to the increased density.
- Civic space is depicted on the site plan as squares, courtyards, plazas and green space located primarily at the corner of South Main Street and Devore Road with a total acreage of 2.63 acres. As shown on the site plan and renderings, civic spaces consist of decorative hardscape appearing to be paver and/or architecturally-treated concrete, trees in tree wells, a fountain, and seating areas. Amenity spaces are depicted to include a rooftop deck between the brewery and office buildings, as well as amenity spaces for each of the residential uses. The total land area of all amenity space is 2.63 acres. A 12' multi-use path is shown along Devore Road and

cutting through the site before running along the eastern property line with Dogwood Square. The path lacks useable green spaces and seating areas as currently depicted on the site plan.

- Based on the American Community Survey estimates of average household size below, the applicant's proposed development would generate a population of 646 persons. Under the maximum density in the DT-MU, the site would generate approximately 351 persons. Due to the increased population generated by the applicant's proposal, it is recommended that the site provide a proportionate amount of civic and amenity space based on the increased density over the permitted ten (10) dwelling units per acre in the DT-MU. Therefore, the applicant's current proposal would require 2.57 acres of civic space and 2.57 acres of amenity space.
- Staff has reviewed the application and is generally in agreement with the applicant's requests for rezoning, conditional use, and variance. Redevelopment of the retail center with a mixed-use development is consistent with the vision of the Downtown Master Plan. However, careful consideration should be given to maintaining a balance between 'For-Rent' versus 'For-Sale' product in the City.
- The City's Rental Housing Study, which was prepared in May 2015 and recently updated, recommends that the City target an entitlement of no more than 93 and 159 'For-Rent' units per year in order to achieve a goal of reducing the current 36% rental in the City to 32%. It should be noted that although the City did adopt the recommended 32% rental maximum goal, the annual target recommendation is not an adopted City policy. The last 'For-Rent' entitlement was for the 168 units at City Center in 2015. Rental should only be approved as part of a mixed-use development that includes 'For-Sale' residential, office and service retail. Additionally, proximity to Georgia 400 should be a consideration because of the increased traffic.
- The proposed rezoning to DT-MU is consistent with the vision in the Downtown Master Plan and Comprehensive Land Use Plan, which includes a mix of uses within a walkable environment. However, the proposed number of 'For-Rent' units exceeds the remaining number of units identified in the Downtown Master Plan 5-Year Market Study and the increased density is not supported by sufficient open space. While Mercantile/warehouse architectural style may be complimentary to the historic architecture in the Downtown Overlay, sufficient information to support this variance request has not been provided.
- The Downtown Mixed-Use (DT-MU) district allows residential densities up to ten (10) dwelling units per acre along South Main Street and greater densities with approval of a conditional use permit. The applicant is requesting a residential density of 19.90 dwelling units per acre and to allow for the construction of 'For-Rent' units. Staff recommends that the number of 'For-Rent' dwelling units be capped at 172 units, which is consistent with the remaining number of 'For-Rent' units identified in the Downtown Master Plan 5-Year Market Study.
- Staff recommends that the civic and amenity space minimum requirements be increased proportionate to the approved residential density above the ten (10) dwelling units per acre permitted in the DT-MU zoning district. Compliance with these recommendations should lead to a quality mixed-use development with an appropriate density and mix of uses in the South Main Street corridor.

- The report submitted by the applicant states that letters were mailed to each property owner within 500' of the subject property stating the applicant's intent. In addition, the applicant held a public participation meeting on October 27, 2016. According to the public participation report, residents were most concerned with traffic, specifically on Devore Road. Residents also requested that the applicant address a pedestrian crossing on Devore Road. However, the City has received correspondence from the public indicating that high density and 'For-Rent' product is not supported at this location.
- Attorney Don Rolader came forward to make a brief presentation on behalf of the applicant and introduce various members of the development team to address questions and concerns posed by Council

Public Comment

- Pam Reddeman, 1081 Colony Dr, Alpharetta, GA, came forward to speak on this item
- Jonathan Perling, Alpha Development (subject property land owner), came forward to speak on this item
- Angie Trapino, 12420 Peyton Farm Way, Alpharetta, GA, came forward to speak on this item
- Don Nahser, 305 Karen Dr, Alpharetta, GA, came forward to speak on this item
- Alexander Williamson, 12535 Wexcroft Lane, Alpharetta, GA, came forward to speak on this item
- David Power, 4049 Dover Ave, Alpharetta, GA, came forward to speak on this item
- Audrey Power, 4049 Dover Ave, Alpharetta, GA, came forward to speak on this item
- Patricia Whittall, 2610 Eldwick Dr, Alpharetta, GA, came forward to speak on this item
- Francene Taylor, 2017 Hidden Alley, Alpharetta, GA, came forward to speak on this item on behalf of Victoria Square
- Christine Kujawski, 151 Arrowood Ct, Alpharetta, GA, came forward to speak on this item
- Edward Kujawski, 151 Arrowood Ct, Alpharetta, GA, came forward to speak on this item
- Sam Sparks, 2298 Bascomb Carmel Rd, Woodstock, GA, submitted a public comment card, but was not present to speak
- Valerie Manley, 5140 Southlake Dr, Alpharetta, GA came forward to speak on this item on behalf of Windward Community Services Association
- Tom Miller, 4025 Walnut Creek Trail, Alpharetta, GA, came forward to speak on this item on behalf of the Windward Homeowners, Inc.
- Richard Price, 3016 Westwood Way, Alpharetta, GA, submitted a public comment card, but was not present to speak
- Tom Armistead, Sr. 1780 Providence Farms Lane, Alpharetta, GA, came forward to speak on this item

- Tommy Armistead, 701 Wedgewood Dr, Alpharetta, GA, submitted a public comment card, but was not present to speak
 - Robert Trapino, 630 Brookford Dr, Alpharetta, GA, came forward to speak on this item
 - Andrew Denney, 364 Karen Dr, Alpharetta, GA, came forward to speak on this item
 - Donna Tribble, 285 Karen Drive, Alpharetta GA, came forward to speak on this item
 - Cory Ciarci, 6320 Keith Bridge Rd, Gainesville, GA, came forward to speak on this item as the broker for the subject property
 - Jimmy Tester, 255 South Main St, Alpharetta, GA, came forward to speak on this item
 - Ann Perling, came forward to speak on this item as the subject property land owner
-
- Staff came forward to answer questions posed by Council
 - Mr. Rolader came forward for a rebuttal on behalf of the applicant
-
- ❖ Council Member Kennedy offered a motion to approve Z-16-13/CU-16-20/V-16-27 Perling/13 South Main Street/DT-MU with the following revisions to conditions:
 - #4B –Retail/Restaurant – A maximum of 29,350 square feet of retail/restaurant use shall be permitted. A minimum 12,000 square foot and maximum 25,000 square foot shall be permitted to be a craft brewery. No more than two free standing restaurant buildings and one free standing retail/restaurant building shall be permitted. Freestanding retail/restaurant buildings shall be a minimum height of 18'. All restaurant uses shall include outdoor seating areas (min. 25% of space occupied by restaurants), including at least one building with rooftop dining. No drive-thru restaurants shall be permitted
 - #4C- 'For-Rent' Residential – Maximum of 129 'For-Rent' dwelling units in accordance with UDC 'For-Rent' requirements shall be permitted. Maximum continuous building height shall be 4 stories or 60 feet, whichever is less. Maximum continuous building façade along the public right-of-way shall be 200 feet with a minimum landscaped garden separation of 50 feet between building walls. No more than 50% of the units may be two (2) bedroom units. 'For-Rent' units shall be constructed concurrently with retail/restaurant, craft brewery, 'For-Sale' residential and 35,200 square feet of office development. A Certificate of Occupancy shall not be issued for rental units until 35,200 square feet of office and minimum 12,000 square feet craft brewery has been constructed. The units shall be part of a mixed-use development incorporating retail, brewery, 'For-Sale' residential units, connection to a neighborhood grocery, restaurant, and office. 'For-Rent' units shall have first class amenities, which shall include a private pool, fitness center, secure gated parking, resident's lounge, business center, on-site management office and secure elevator access. The two sides of the ground floor of the apartment building facing Devore Road and the park area will contain a mix of commercial and residential ("live work") space. The commercial space shall contain at least 5,000 Square Feet and may include the leasing office, business center, fitness center and club room which serves the

apartments. The residential ground floor units which face Devore Road and the park area ("live work") will offer workspace with living quarters and shall be designed in a way to activate the streetscape by providing direct access to these units with a covered awning over a landing and/or stooped entryway. All ground floor residential units shall be oriented to the sidewalk, provide individual unit entrance from the exterior of the building, provide individual stoops or porches, and provide a minimum of one ground floor window facing the sidewalk.

- #5- Density shall be limited to a maximum of 16.03 dwelling units per acre
 - #8- A minimum 10 foot undisturbed buffer, heavily planted where sparse, and 15 foot graded/landscaped setback shall be provided adjacent to the east and north between residential and commercial. A sidewalk shall be required within the 15' graded/landscaped buffer or elsewhere as approved by staff. 5' path to neighborhood grocery may be placed within the landscape buffer. A 10' heavily planted landscape strip shall be provided between commercial uses and Dogwood Square along the multi-use path.
 - #11 – change the civic area space and the amenity space to 2.0 acres each.
 - #22- adding a sentence to the end of condition that shall read, "Public right of way along the north side of Devore shall be dedicated to the back of sidewalk."
- The motion received a second from Council Member Binder with the following amendments:
 - #4C- add the following sentence, "If the existing shopping center has not been demolished by 12-31-19, applicant shall dedicate the office site fronting South Main as civic or amenity space."
 - #11- revised to read, "Applicant shall provide 2.6 acres of civic space and 2.6 acres of amenity space as shown on the site plan."
 - Council Member Kennedy accepted both amendments
 - The motion was approved 5-1; with Gilvin voting no

F. MP-16-14/Z-16-15 Notting Hill Old Milton Holdings MU

- Senior Planner, Michael Woodman, came forward to present this item on behalf of staff
- Staff recommended approval of MP-16-14/Z-16-15 Notting Hill/Old Milton Holdings/MU subject to the following conditions:
 1. The site, consisting of approximately 5.68 acres, shall be zoned MU and developed substantially similar to site plan submitted by AEC, dated 1/4/2017, except for modifications required to comply with the conditions below.
 2. The 5.68-acre property shall be designated Phase II of the Old Milton Holdings Master Plan. To the extent of any conflict between these conditions and prior Master Plan conditions, these conditions control. Additionally, these conditions supersede and replace in their entirety the original conditions applicable to Phase II.

3. The residential density within Phase II of the Old Milton Holdings Master Plan shall be limited to no more than 7.40 dwelling units per acre. The overall residential density for the Old Milton Holdings Master Plan shall be limited to no more than 6.53 dwelling units per acre.
4. Office portion of the site shall be limited to a 40,000 square foot, minimum 2-story building and use limited to professional office, medical office, clinic and bank without drive-through. Any additional uses listed as conditional in the O-I zoning district shall require approval of a conditional use permit.
5. Building setbacks shall be: 30' on Thompson Street, 20' on Old Milton Parkway, 10' on Park Street, and 5' internal property lines.
6. Thompson Street shall generally be improved as follows: 36' half width right-of-way to incorporate 8' sidewalk (concrete with brick paver banding), 6' planting area, 8' on-street parking, and 10' travel lane with final approval by Staff. Final streetscape shall match the approved Thompson Street streetscape standards and include decorative pedestrian lighting as approved by Staff.
7. On-street parking shall be provided on Park Street, if feasible, as approved by Staff.
8. Roadways with on-street parking shall incorporate curb extensions at intersections. Internal road shall include on-street parking and sidewalk, if feasible, as approved by Staff.
9. A tree save area shall be set aside at the corner of Old Milton Parkway and Park Street, as identified on the site plan, dated 1/4/2017. Encroachment into the CRZ of the 30" Pecan (#89), 20" Water Oak, 7" Water Oak, 6" Water Oak, 5" Water Oak, and 4" Water Oak shall be limited to no more than 20%, as approved by Staff. Tree save area shall be recorded on the final plat. The applicant shall conduct a climbing inspection of the 30" Pecan to determine the viability of the tree, including a determination that the area where the tree forks is structurally sound. If the 30" Pecan is determined to be a 'good' save, tree care plan shall be provided to staff for approval within 4 weeks of the City Council decision on this matter and shall include cabling, soil compaction reduction, fertilization, and insect and borer control among other items to be approved by the City Arborist. If the 30" Pecan is determined to be unworthy of saving, the tree save area at the corner shall be replanted with 3 times the inches removed (90") with trees that have a minimum caliper of 12" – 15", as approved by Staff.
10. Stacked flats shall accommodate required parking underneath each building. Guest parking may be surface parking and shall be heavily screened from the public right-of-way.
11. Linear Park shall be developed along Thompson Street frontage with a minimum width of 30', including an 8' sidewalk and improved green space as approved by Staff. The linear park shall include stacked stone, brick or granite wall between the stacked flats and the linear park with final approval by Staff. Under ledge wall lighting shall be required. Benches and a public art pedestal shall be provided as approved by Staff.
12. Linear Park, corner of Old Milton Parkway and Park Street, and amenity lawns shall include a mix of trees, shrubs, and ground covers of varying heights, textures and colors as approved by Staff.

13. Applicant shall provide an easement to the City for the linear park, including seating areas along Thompson Street. Linear park shall be maintained by the HOA.
14. Development shall not be gated.
15. Stacked flats architecture and materials shall be developed substantially as submitted and in compliance with the Downtown Code subject to Staff approval. 4-sided architecture and materials shall be required. Garage doors shall be a custom, decorative design and material as approved by Staff.
16. Office building architecture and materials shall be developed substantially as submitted and subject to DRB approval.
17. A pedestrian and bicycle connection shall be provided from the linear park along Thompson Street through the stacked flats and to the rear of the office building. Connection shall be an accessible linear green path as approved by Staff.
18. Parking areas and internal driveways shall be heavily screened from Old Milton Parkway, Park Street and Thompson Street.
19. A minimum 5' heavily planted landscape strip shall be required adjacent to the property to the west, including between the stacked flats and office building parcels and shall be expanded up to 15', where possible.
20. Internal sidewalks shall be provided to the fronts of units and shall be a minimum 5' with pedestrian-scale lighting provided throughout the development.
21. All buildings shall have connectivity to the sidewalk system.
22. Fencing visible from the public right-of-way shall be decorative as approved by Staff.
23. Off-site tree encroachment shall be limited to no more than 20% on the CRZ and shall require notification/approval by property owner, as approved by administrative variance.
24. Delete previous Old Milton Holdings (CLUP-14-07/Z-14-11/V-14-26) zoning condition #34.
25. The corner of Old Milton Parkway and Park Street shall be a minimum 2,000 square feet and heavily landscaped with a seating area and decorative wall or other feature as approved by Staff.
26. The corner of Thompson Street and Park Street shall be heavily landscaped, including a decorative wall and sculpture and/or water feature as approved by Staff. Additional landscaping shall be providing to screen the rear of the building facing Park Street.
27. Decorative paver aprons shall be required at each of the 4 driveways as approved by Staff.
28. Provide a pedestrian crosswalk (brick paver) across Park Street providing a midblock connection between Phase 1 and 2 of the Old Milton Holdings Master Plan, as approved by Staff.
29. Landscape, hardscape, fences and walls shall compliment materials used in Phase 1 of the Master Plan.

30. Developer shall provide easement to allow for a future connection between the property and the Post Office property through the East-West street/driveway.

- This item was heard at the December 1, 2016 Planning Commission meeting. One resident from Academy Park spoke in opposition to the request, stating that the applicant should work with the City to save trees on the site. After discussion, the Planning Commission recommended to table the request. Vote (7-0)
- This item was removed from the table by the Planning Commission on January 5, 2017. One resident from Academy Park stated that he had concerns over how stormwater management would be handled. After discussion, the Planning Commission recommended to approve the request subject to staff's recommended conditions with a few modifications as requested by the applicant.
- The applicant, Old Milton Holdings, LLC, is requesting a master plan amendment to the Old Milton Holdings Master Plan to add a 2.82-acre tract of land to the master plan, transfer previously approved stacked flat units to the 2.82-acre tract, and change previous conditions of zoning on 2.86 acres in order to allow for the construction of 42 stacked flats and a 40,000 square foot office building on a total of 5.68 acres designated Phase II of the Old Milton Holdings Master Plan. A rezoning is requested for the 2.82-acre tract from DT-LW (Downtown Live-Work) and R-12 (Dwelling, 'For-Sale' Residential') to MU (Mixed-Use) in order to add the property to the Old Milton Holdings Master Plan. The subject property is located on the west side of Park Street between Thompson Street and Old Milton Parkway.
- The submitted request, if approved, will allow Old Milton Holdings, LLC to construct 42 stacked flats ('For-Sale' Condominiums) and a 40,000 square foot office building on 5.68 acres, designated Phase II of the Old Milton Holdings Master Plan, with an overall master plan residential density of 6.53 dwelling units per acre. The property is located on the west side of Park Street between Thompson Street and Old Milton Parkway. The Old Milton Holdings Master Plan is zoned MU with 2.86 acres in Phase II of the Master Plan currently approved for 54 stacked flats. Adjacent properties proposed to be rezoned to MU and incorporated into the master plan, represent 2.82 acres and are zoned DT-LW and R-12.
- Properties surrounding the subject property are zoned MU to the east, DT-LW to the north, and O-I and OP to the west. Surrounding properties include the Old Milton Holdings development to the east, Thompson Street Investments (Edward Andrews Homes) to the north, and the US Post Office and office buildings to the west. The subject property and surrounding properties have a land use designation of Mixed Use Live Work, which allows office and stacked flats.
- Phase II of the Master Plan is 5.68 acres represented by a 2.86-acre property currently within the master plan and a 2.82-acre property proposed to be rezoned and incorporated into the master plan. The Old Milton Holdings Master Plan was approved on March 30, 2015 as a mixed-use development. Stacked flats were approved on the 2.86-acre property. A portion of the 2.82-acre property was rezoned to DT-LW on March 28, 2016 to allow seven (7) 'For-Sale' townhome units and ten (10) single-family detached homes. The two (2) R-12 properties are currently developed with one (1) single-family detached home each. The applicant's proposal to construct 42 stacked flats will result in a reduction in the overall residential density by 31 units.
- The Downtown Master Plan 5-Year Market Study shows the 5-year 'For-Sale' condominium demand to be 220 – 250 units within the Downtown. Including the 54 stacked flats approved for Old Milton Holdings Master Plan, a total of 102 'For-Sale' condominium units have been approved since the 5-Year Market was prepared.

- According to the applicant, the stacked flats will consist of 3-bedroom units with an anticipated target price in the \$600,000's.
- The submitted site plan depicts 42 stacked flat units in eight (8), three (3) story buildings with parking underneath each building along Thompson Street and Park Street. Each building will consist of six (6) units, except that two (2) small buildings will have three (3) units each. A two (2) story, 40,000 square foot office building with parking underneath and surface parking is depicted along Old Milton Parkway. Stacked flat buildings are oriented to Thompson Street and the office building is oriented to Old Milton Parkway
- 151 parking spaces are proposed in conjunction with the office building, of which 44 are depicted underneath the office building. The Downtown Code requires three (3) parking spaces per 1,000 square feet; therefore, 120 parking spaces are required. Stacked flats require 2 parking spaces per unit, plus 0.15 parking spaces per unit for guests. Each stacked flat building provides two (2) parking spaces per unit plus additional parking. Guest parking is provided in 16 surface parking spaces, as depicted on the west side of the property and as parallel parking along the internal east-west driveway.
- Two (2) driveways are depicted on Thompson Street to access the stacked flats. Access for the office building is depicted as one (1) driveway on Park Street and one (1) driveway on Old Milton Parkway. 12' sidewalks are proposed along Thompson Street and Old Milton Parkway and 8' sidewalks are proposed along Park Street. Building setbacks are shown as follows:
 - Old Milton Parkway – 20'
 - Park Street – 10'
 - Thompson Street – 30'
 - Internal Setbacks – 5'
- A 30' wide linear park (civic area) is depicted along Thompson Street, including a 12' sidewalk and green space. The Thompson Street streetscape standards require an eight (8) foot sidewalk on the south side of Thompson Street. It is recommended that the applicant's plan be modified to create more green area within the linear park, including improvements such as seating areas, pedestrian lighting, and public art pedestals.
- There are several specimen trees on the site, consisting of a mixture of Hardwoods, Pines, and Magnolias. The site plan depicts a tree save area at the corner of Old Milton Parkway and Park Street. A 30" Pecan, 20" Water Oak, 7" Water Oak, 6" Water Oak, 5" Water Oak, and 4" Water Oak are shown to be saved in this area. The City Arborist conducted a field assessment and believes that the proposed tree save area is a 'good' save, subject to a climbing assessment of the Pecan tree. If the Pecan is determined to be unworthy of saving, Staff recommends tree replacement within the tree save area with 12" – 15" caliper trees.
- The applicant's initial site plan was sent to the City's On-Call consultant for review and comment. The City's consultant provided initial comments and recommended revising the site plan, as shown below, depicting greater connectivity, integration of uses, and central green space. The site plan does depict townhomes instead of stacked flats; however, stacked flats or townhomes could be accommodated on the site with the same design principles.
- City Staff has reviewed the applicant's proposal and finds that it can generally support the request for

master plan amendment and rezoning. The proposal will result in uses that are consistent with the Downtown Master Plan and Comprehensive Plan. The applicant's proposal reduces overall residential density while adding office use, which provides employment opportunities in the Downtown Overlay and Thompson Street/Old Milton Parkway corridors.

- Staff had concerns with the applicant's initial site plan, which did not depict any tree saves on the subject property due to topographic limitations. Staff encouraged the applicant to re-examine the proposed site plan and the applicant's revised site plan now incorporates a tree save area at the corner of Old Milton Parkway and Park Street. Staff recommends conditions to improve overall connectivity and integration of uses on the site in order to provide for a quality mixed-use development.
- Attorney Jill Arnold, came forward on behalf of the Applicant
- Steve Rowe, AEC came forward to speak to engineering details of the project

Public Comment

None

- ❖ Council Member Kennedy offered a motion to approve MP-16-14/Z-16-15 Notting Hill Old Milton Holdings MU subject to the following condition revisions:
 - #1- change date to January 22, 2017
 - #14- accept applicant suggested language, "Development shall not be gated, however a gate may be installed between the office tract and residential stacked flat tract for stacked flat resident use only."
 - #17- keep staff recommended condition, but add, "If determined to be feasible by the Director of Community Development."
 - #24- changing the deleted condition to #34
 - #30- retain staff condition, but add, "If a future connection is constructed, access may not be gated by either party without City Council approval."
- The motion received a second from Council Member Mitchell
- The motion was approved 6-0

G. V-17-02 Haley/165 Cumming Street

- Director of Community Development, Kathi Cook, came forward to present this item on behalf of staff
- Staff recommends approval of V-17-02 Haley/165 Cumming Street Variance subject to the following conditions:
 1. The location and size of the garage shall be limited to the submitted plans, dated 10/27/16.

2. Garage structure shall be constructed of brick to match the existing exterior of the home. Garage door shall be decorative and consistent with the architecture of the home as approved by Staff.
 3. Property owner shall provide a 10' easement for a future sidewalk along Cumming Street.
 4. All trees within 30' of the proposed garage, including off-site trees, shall be identified at the time of residential lot land disturbance permit (ENG) and any tree impacts shall be subject to Staff approval.
- The applicants, Julie and Michael Haley, are requesting a setback variance to reduce the side yard setback from ten (10) feet to 2'-4" to allow for the construction of an attached garage on an existing single-family detached home. The subject property is zoned R-15 (Dwelling, 'For-Sale' Residential), which has a side yard setback of ten (10) feet. The property is located at 165 Cumming Street, on the south side of Cumming Street east of Cricket Lane.
 - Unified Development Code (UDC) Section 2.2.5 (D) requires a ten (10) foot side yard setback in the R-15 zoning district. The applicant's site plan depicts the garage 2' – 4" from the eastern side property line, which is adjacent to vacant property zoned SU (Special Use) and owned by Alpharetta Presbyterian Church. The church property includes a narrow strip of land, approximately 70 feet wide, that was intended to be used as a secondary driveway for church access from Cumming Street. According to the applicant, the church conducted a feasibility study and decided not to construct the driveway.
 - The applicant recently purchased the property for their permanent residence and is currently undergoing renovations. The 0.89-acre property includes a ranch style single-family detached home with a carport and covered pavilion. The pavilion is depicted on the survey just south of the proposed garage and encroaches into the side yard setback up to the property line. The property is heavily wooded in the front and rear yards and a stream is located along the rear of the property. A 75-foot stream buffer covers approximately a third (1/3) of the property at the rear of the existing home. The proposed 26' x 26' garage addition will be located in an area that is already paved as a residential driveway. The proposed garage addition will face Cumming Street, which is consistent with many of the homes along Cumming Street having open carports or garages facing Cumming Street.
 - Staff has reviewed the application and is in general agreement with the requested setback variance. If approval is considered, conditions are recommended to limit the size and materials used to construct the garage, as well as to protect the existing tree canopy.
 - The applicant notified adjacent property owners of the variance request and intent for the property. The citizen participation report states that no comments were received. Alpharetta Presbyterian Church provided a letter of support for the applicant's variance request.
 - Julie Haley came forward as the applicant

❖ Council Member Kennedy offered a motion to approve V-17-02 Haley/165 Cumming Street subject to the staff conditions with one revision to condition #2:

- "The garage structure shall be constructed of brick and similar material to match the existing exterior of the home."
- The motion received a second from Council Member Merkel
- The motion was approved 6-0

H. MP-17-02/CU-17-04 Milton Park Promenade II

- Senior Planner, Michael Woodman, presented this item on behalf of staff
- This item was heard at the January 5, 2017 Planning Commission meeting. One resident spoke in favor of the applicant's request, stating that Milton Park needed more retail uses to support the surrounding office and residential. After discussion, the Planning Commission recommended to approve the request subject to staff's recommended conditions. Vote (7-0)
- Staff recommends approval of MP-17-02/CU-17-04 Milton Park Promenade II subject to the following conditions:
 1. Development shall be limited to office, restaurant, and bank use only with up to 13,900 square feet of retail. Of the 13,900 square feet of retail, 5,386 square feet shall be limited to the sole use of Steinway Piano. Upon the cessation or termination of that use by Steinway Piano, said 5,386 square feet shall revert to office use. All other uses shall require City Council approval, remaining 8,514 shall be permitted use from Condition 4 in file MP-08-07/CLUP-08-02/Z-08-02/V-08-05 Milton Park Promenade II. No freestanding retail or restaurants shall be permitted. Applicant agrees to transfer 19,000 square feet of retail density from Town Square in exchange for the 13,900 square feet of retail in this application. No additional retail will be allowed within the Milton Park Master Plan.
 2. Density shall be limited to 15,000 square feet per acre (previously approved). Densities are as follows: Up to 13,900 square feet of retail for Steinway Piano and uses as listed below in Condition 4; up to 10,784 square feet restaurant, with the remaining density O-I, provided the developer meets all zoning conditions.
 3. Buildings shall not include one single tenant, shall be multi-tenant with support services. Upper level limited to office uses only. Lower level limited to the following permitted retail uses:

• Art Gallery/Art Framing/Art Sales • Bakery • Barber Shop • Beauty Salon/Supply • Book/Video Store • Card/Gift Shop • Carpet and Rug Sales • Cellular Phone Sales • Clinic • Clothing Boutique/Tuxedo Rental • Coffee/Bagel Shop • Commercial School	• Consumer Electronic Sales • Custom Alterations/Tailoring • Day Spa • Drug Store • Dry Cleaners – Pick Up Only • Florist • Food Store (specialty or gourmet only) • Hair/Nail Salon • Hardware and Garden Supply Store
---	---

- Hobby Shop/Children's Toy Store
 - Home Décor and Furniture Sales
 - Home Entertainment and recreation sales
 - Ice Cream Shop
 - Jewelry Store
 - Musical equipment sales and showroom
 - Pet Grooming
 - Postal/Package Store
 - Print Shop
 - Recreation/Fitness Facilities
 - Restaurant is a conditional use under the current O-I zoning
 - Travel Agency
4. 'Ice Cream Shop' shall be added as a conditional use at 5950 North Point Parkway, Suite 129.
 5. Conditional use approval shall be limited to Scream'N Nuts Donuts & Ice Cream; no additional 'restaurant' businesses or subleasing shall be permitted within the approved space.
 6. Provide a double row of shrubs, minimum 2' at planting, within the landscape strips along North Point Parkway and Mill Creek Avenue to screen the parking lot. Existing shrubs may remain where provided, but shall be supplemented where necessary to meet the Code requirement for parking lot screening.
 7. Provide sod in the areas between the road (North Point Parkway and Rock Mill Avenue) and the sidewalk.
 8. Awning(s) associated with the proposed ice cream store suite and faded awnings throughout the center shall be replaced with black awnings. Any future awning replacement shall be restricted to black awnings for the entire center.
 9. Previous conditions of zoning shall remain in effect, except as modified by these conditions.
- The applicant, Adam Hale on behalf of Hale Retail Group, is requesting a master plan amendment to the Milton Park Master Plan to allow an ice cream/donut shop within a 3,100 square foot suite at the Milton Park Promenade II center. Previous master plan conditions limited the space to Steinway Piano or an office use. A conditional use is also requested to allow the proposed ice cream shop, which is classified as a 'Restaurant' use. The subject property is located at 5950 North Point Parkway, at the southwest corner of North Point Parkway and Mill Creek Avenue.
 - The Milton Park Master Plan was approved on November 22, 1999. The original master plan was approved for 300,000 square feet of office, 490 'For-Rent' apartments, 150 'For-Sale' single-family units, 50,000 square feet of retail and 25,000 square feet of free-standing commercial use. The subject property was not part of the original master plan approval; however, it was later incorporated through a master plan amendment approved on May 27, 2008 for the Milton Park Promenade II center. The Milton Park Promenade II master plan amendment approval limited the development to 17,000 square feet of retail, 9,000 square feet of restaurant, and the remaining density to office use. The applicant proposes the following changes to the previous master plan conditions related to MP-08-07/CLUP-08-02/Z-08-02/V-08-05 Milton Park Promenade II:
 2. Development shall be limited to office, restaurant, and bank use only with up to 17,000 square feet of retail of the 17,000 square feet of retail, ~~8,500~~ 5,386 shall be limited to the sole use of Steinway Piano. Upon the cessation or termination of that use by Steinway Piano, ~~said 8,500~~ 5,386 square feet shall revert to office use. All other uses shall require City Council

approval, remaining 6,800 shall be permitted use from Condition 4 below. No freestanding retail or restaurants shall be permitted. Applicant agrees to transfer 19,000 square feet of retail density from Town square in exchange for the 17,000 square feet of retail in this application. No additional retail will be allowed within the Milton Park Master Plan.

3. Density shall be limited to 15,000 square feet per acre (Previously approved). Densities are Condition 4; up to ~~9,000~~ 10,784 square feet restaurant, with the remaining density O-I, provided the developer meets all zoning conditions.

4. Buildings shall not include one single tenant, shall be multi-tenant with support services. Upper level limited to office uses only. Lower level limited to the listed permitted retail uses and 'add ice cream shop'

- The Milton Park Promenade II center is 27,579 square feet. Steinway Piano has reduced the size of their suite from 8,500 to 5,386 square feet. Based on previous master plan condition #2 above, the 3,114 square foot space shall revert to office use. The applicant proposes to utilize this space for an ice cream shop, which is classified as a restaurant use and requires approval of a conditional use permit. An ice cream shop is very similar to a coffee/bagel shop, which is listed as a permitted use in Condition #4 above. Previous conditions of zoning also restricted the overall restaurant square footage to no more than 9,000 square feet. The proposed ice cream shop will increase the total restaurant space at Milton Park Promenade II to 10,784 square feet.
- The Milton Park Master Plan includes established parking regulations, as provided in the table below. The Milton Park Promenade II center has 145 parking spaces existing on the site. The applicant's request to change the 3,100 square feet space from office to restaurant use would require 128 parking spaces for the Milton Park Promenade II center.
- The proposed ice cream/donut shop tenant is Scream'N Nuts Donuts & Ice Cream. The artisan ice cream and donut shop is a new concept and if approved, Milton Park Promenade II will be the business' first location. The floor plan below depicts seating to accommodate 42 customers. The customer seating area is 896 square feet, which represents just 29% of the total space.
- City Staff has reviewed the applicant's proposal and finds that it can generally support the applicant's request for master plan amendment and conditional use. In the past staff has had concerns with additional retail along North Point Parkway; however, the applicant's proposal is part of a mixed use, walkable development. The original master plan permitted up to 50,000 square feet of retail use and 25,000 square feet of free-standing commercial use. However, with the exception of the Milton Park Promenade II center, the only retail developed within the Milton Park Master Plan is the small amount of ground floor retail at the corner of Mill Creek Avenue and Cicero Drive. In addition, the proposed use is similar to a coffee/bagel shop, which is listed as a permitted use on the subject property. Also, the proposed use would complement existing uses in the Milton Park Promenade II center and is supported by sufficient parking. The use should generate fewer vehicular trips since the ice cream shop would likely benefit from patrons of the surrounding restaurants, as well as generate pedestrian trips from the adjacent residential areas. Staff recommends conditions that limit expansion of the proposed use, as well as limitations on the overall amount of retail and restaurant density at Milton Park Promenade II.
- The report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that an objection was received from a resident that believes the proposed space should revert to office use due to concern over increased vehicular traffic.
- Adam Hale came forward on behalf of the applicant

Public Comment

None

- ❖ Council Member Kennedy offered a motion to approve MP-17-02/CU-17-04 Milton Park Promenade II subject to the staff conditions

- The motion received a second from Council Member Mitchell
- The motion was approved 6-0

VII. OLD BUSINESS

A. Alcohol License Amendment (1st reading)

(Item was tabled at the 1/9/17 Council Meeting and must be removed from the table for discussion)

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA PROVIDING FOR CERTAIN AMENDMENTS TO CHAPTER 3 (ALCOHOLIC BEVERAGES) OF THE CODE OF THE CITY OF ALPHARETTA, GEORGIA PERTAINING TO CIGAR SHOPS; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

Council Member Kennedy offered a motion to remove this item from the table

- The motion received a second from Council Member Owens
- The motion was approved 6-0

- Sam Thomas read the Ordinance aloud constituting a 1st reading

Public Comment

None

- ❖ Council Member Gilvin offered a motion to approve the version of the Ordinance stating, "For the purposes of this Section only, annual gross revenues shall mean revenues from the sale of alcohol and the in-store sale of cigars"

- The motion received a second from Council Member Kennedy
- The motion was approved 6-0

VIII. NEW BUSINESS

A. Parks without Borders Program with Johns Creek Recreation and Parks

- Interim Director of Recreation and Parks, Lisa Gurganus, came forward to present this item on behalf of staff
- Staff recommends the approval of the renewal of the Memorandum of Understanding ("MOU") between the City of Alpharetta and City of Johns Creek to waive non-resident fees for youth recreational sports including baseball, lacrosse, and girls softball for 2017 and 2018 spring and fall sports seasons, and authorize Mayor and Council to execute all necessary documents
- In 2016, the City of Alpharetta ("Alpharetta") and the City of Johns Creek ("Johns Creek") continued the "Parks without Borders" program to waive non-resident fees for selected youth recreational sports programs: youth softball, youth baseball, and youth lacrosse. This Memorandum of Understanding ("MOU") has expired for 2016, and if there is a desire for this program to continue, the MOU would need to be renewed. Alpharetta and Johns Creek staff have independently and collectively

evaluated the effectiveness of the 2016 program and agree it continues to meet the goal of being beneficial to residents of both cities.

- Staff recommends renewing the MOU to continue the current program for the 2017 and 2018 spring and fall sports seasons. Staff further recommends inserting auto-renewal language into the latest MOU.
- The "Parks without Borders" agreement between Alpharetta and Johns Creek began in 2015 with waiving non-resident fees for youth recreational girls softball. In 2016, the agreement was continued and expanded to include youth recreational baseball and lacrosse. Due to the success of the program, both Alpharetta and Johns Creek staff recommend confining the agreement to the existing sports and inserting auto-renewal language in the latest MOU.
- In 2016, neither City had to turn away its respective residents as a result of this MOU. As stated in the 2017 MOU, staff and officials from both Cities will continue to evaluate the effectiveness of the MOU in meeting established goals.

Public Comment

None

- ❖ Council Member Binder offered a motion to approve the renewal of the Memorandum of Understanding ("MOU") between the City of Alpharetta and City of Johns Creek to waive non-resident fees for youth recreational sports including baseball, lacrosse, and girls softball for 2017 and 2018 spring and fall sports seasons, and authorize Mayor and Council to execute all necessary documents.
 - The motion received a second from Council Member Gilvin
 - Motion includes provision that agreement can be approved in future years by Director of Recreation and Parks, Mayor and City Administrator or designee
 - The motion was approved 6-0

B. Grant Funding for Camp Happy

- Recreation Supervisor, Christine Young, came forward to present this item on behalf of staff
- Approve the Recreation and Parks Department's request to apply for grant funding in the amount of \$15,000.00 for the Request for Proposal 17RFP110042017 Community Services Program, administered by the Fulton County Department of Housing and Community Development; authorize the Mayor to execute all documents; and authorize the Director of Recreation and Parks to approve the final application.
- Since 2004, the Alpharetta Recreation and Parks Department has applied for and received grant funding through Fulton County Department of Housing and Community Development (FCDHCD). This grant, formerly known as the F.R.E.S.H. grant, has been used to offset expenses associated with Camp Happy Hearts, a summer day camp for children age 6 to 12 who have mild disabilities.
- In 2016, FCDHCD changed the name of the grant and the way they award monies to

approved applicants. The name of the grant is Request for Proposal 17RFP110042017 Community Services Program. The amount we are requesting this year is \$15,000. Funds would be used for bus transportation rental and employee salaries. No matching funds are required.

- The goal of FCDHCD is to partner with agencies that fill specific needs in the communities they serve and to consolidate the number of funds paid out to agencies that collaborate with one another. The Lionheart School has once again agreed to be the fiscal agent for Camp Happy Hearts for the purpose of the 501c3 status for funding. In addition to partnering with the Lionheart School, we will also partner again with the City of Milton (Camp Joyful Soles for children age 12 to 17 who have mild disabilities).
- Due to the deadline for this grant, our application has already been submitted. Should City Council not support this request, however, the application will be withdrawn.
- City Attorney, Sam Thomas, read the Resolution aloud

Public comment

None

❖ Council Member Binder offered a motion to approve the Recreation and Parks Department's request to apply for grant funding in the amount of \$15,000.00 for the Request for Proposal 17RFP110042017 Community Services Program, administered by the Fulton County Department of Housing and Community Development; authorize the Mayor to execute all documents; and authorize the Director of Recreation and Parks to approve the final application.

- The motion received a second from Council Member Gilvin
- The motion was approved 6-0

IX. PUBLIC COMMENT

None

X. REPORTS

- Mayor Pro Tem Owens announced that Boy Scout Troup 51 held its 1st Annual Flag Retirement Ceremony at the American Legion this past Saturday.
- Mayor Pro Tem Owens also announced that the City of Alpharetta held a successful open house meeting for input on the Webb Bridge Road project last Thursday night at City Hall.
- Assistant City Administrator announced that there will be an open house on the Kimball Bridge Road project this Tuesday night at 6:30p.m. at New Prospect Elementary.
- The City of Alpharetta is working on additional meetings for other road projects with details to come at a later date
- Community Development held a successful open house on the loop project last Tuesday at City Hall

- Congratulations to Design Review Board chair Richard Kramer who was recently named President of the Atlanta Chapter of the American Institute of Architects for 2016

XI. ADJOURNMENT

- ❖ Mayor Pro Tem Owens adjourned the meeting at 11:54 p.m.

Respectfully Submitted,

A handwritten signature in black ink that reads "Coty Thigpen". The signature is written in a cursive, flowing style.

Coty Thigpen, City Clerk



CITY COUNCIL MEETING AGENDA ITEM ROUTING FORM

DEPARTMENT DIRECTOR: COTY THIGPEN
PREPARED BY: LYN KENNEDY
COUNCIL MEETING DATE: February 6, 2017
AGENDA ITEM TITLE: ALCOHOL BEVERAGE LICENSE

CHECK ONE: ☐ BUSINESS ☒ CONSENT ☐ PUBLIC HEARING ☐ WORKSHOP

After approval by the director of the submitting department, please attach this form to your report and related / supporting items and route the full packet to the following departments in the order listed below. The initiating department is responsible for obtaining all necessary signatures prior to submittal of the report to the City Clerk; however, each reviewer is asked to forward the packet to the next reviewer following approval. All items must be received by the City Clerk a minimum of ten (10) business days before the scheduled Council Meeting.

DEPARTMENT	DATE IN	DATE OUT	APPROVED YES / NO		INITIAL
INFORMATION TECHNOLOGY ¹	_____	_____	☐ YES	☐ NO	_____
PUBLIC WORKS ²	_____	_____	☐ YES	☐ NO	_____
FINANCE	_____	_____	☐ YES	☐ NO	_____
CITY ATTORNEY	_____	_____	☐ YES	☐ NO	_____
CITY CLERK	_____	_____	☐ YES	☐ NO	_____
ASSISTANT CITY ADMINISTRATOR	_____	_____	☐ YES	☐ NO	_____
CITY ADMINISTRATOR	_____	_____	☐ YES	☐ NO	_____

¹ Required of all items involving software, computer systems, network resources, communication devices, etc.

² Required of all items involving facilities, infrastructure, etc.



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: City Clerk
SUBMITTED BY: Coty Thigpen
DRAFTED BY: Lyn Kennedy

I. AGENDA ITEM TITLE: ALCOHOL LICENSE APPLICATION

II. RECOMMENDATION:

Staff Recommends Approval of the referenced Alcohol Beverage License Application

III. BUDGET IMPLICATIONS:

NONE

IV. REPORT IN BRIEF:

On Thursday, January 26, 2017 a Public Hearing was held for the following Alcohol License Application
PH-17-AB-03

Taste of India

3070 Windward Plaza – Ste. M

Consumption on Premises

Liquor, Beer & Wine & Sunday Sales

No member of the public came forward to speak against the application.

Prior to the public Hearing, Staff conducted the required background checks and reviews and found no issues or circumstances in conflict with the Ordinance as defined in the City Codes. As such, Staff recommends approval.

V. ALTERNATIVES:

N/A

VI. ATTACHMENTS:

- Agenda



*CITY OF ALPHARETTA
PUBLIC HEARING
ALCOHOL BEVERAGE LICENSE*

*DATE: JANUARY 26, 2017
TIME: 2:00 P.M.
LOCATION: CITY HALL - COUNCIL CHAMBERS*

AGENDA

- I. Call to order*
- II. License Applications:*

- A. PH-17-AB-03 Taste of India
3070 Windward Plaza
Suite M
Alpharetta, Ga. 30005*

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

*Owner: Shyam Dasari
Registered Agent: Sreemannarayana Jannu*

- III. Adjournment*



City Council Meeting STAFF REPORT

Submitting Department: Community Development

Submitted By: Kathi Cook

Meeting Date: February 6, 2017

I. AGENDA ITEM TITLE: DEVELOPER PHASING AND ACCESS PLANS

II. RECOMMENDATION:

Receive the information provided by the development representatives and provide feedback and direction.

III. REPORT IN BRIEF:

Representatives of the partnership developing the private components of City Center will present their plans for construction phasing and pedestrian access.

IV. ALTERNATIVES:

V. ATTACHMENTS:



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT
SUBMITTED BY: KATHI COOK
DRAFTED BY: JILL BAZINET

I. AGENDA ITEM TITLE: PH-16-18 – UNIFIED DEVELOPMENT CODE AMENDMENTS/SMART STORMWATER CODE

CITY COUNCIL: FEBRUARY 6, 2017

This item was heard at the December 1, 2016 Planning Commission meeting. There were no comments from the public for or against the request. After discussion, the Planning Commission voted unanimously to recommend approval of the amendments to the Unified Development Code. City Council discussed the item at the December 12, 2016 Council Meeting and requested additional information on runoff reduction in open space, impacts on density, and the fee-in-lieu program. Examples of runoff reduction within each open space type were provided. An explanation of how these changes do not impact density was provided. The Alpharetta Stormwater Management Manual was updated to reflect changes to the fee-in-lieu program as requested. The program requires volume credits available in a previously constructed stormwater facility or one that is fully funded for construction at the time of permit. Banking of funds for future improvement projects has been removed. This item was heard at the January 9, 2017 City Council Meeting. City Council asked for review of the allowance for vertical structural runoff reduction measures in required setbacks. Additionally, they asked for clarification on the use of pervious calculations for stormwater only for pervious pavement and greenroofs. City Council voted unanimously to approve the amendments at this first reading. Staff has addressed City Council concerns by removing the allowance of vertical structures in setbacks from the code amendments and adding language clarifying that pervious pavements and greenroofs only count for pervious cover in stormwater calculations.

II. RECOMMENDATION:

Adopt proposed amendments to the identified sections of the Unified Development Code, Alpharetta Stormwater Management Manual, and the Alpharetta Extent of Service Policy.

III. REPORT IN BRIEF:

Alpharetta is experiencing revitalization in the Downtown area and new development throughout the City. The City hired Tetra Tech to review the existing stormwater policies and provide recommended code and ordinance updates to modernize our approach to stormwater management and encourage the use of innovative stormwater design. The result is a set of clear and effective policies and standards that the city, residents, businesses, and the development community can use to allow variety and advancement in managing stormwater runoff.

Tetra Tech's approach included a thorough code barrier review, formation of two input groups to develop new code language and policies, and a thirty-day online public input opportunity. The input groups, including city staff from various departments and community stakeholders, met multiple times to discuss the barriers, hypothesize solutions, and vet new code language. Most ordinance updates included expressly allowing infiltration and reuse stormwater management techniques. The bulk of the updates are found in UDC Articles II and III, Appendix A Articles 2 and 3, and the Alpharetta Stormwater Design Manual. Additional updates are located in the Extent of Service Policy.

The most significant updates include:

- A revision to current standards removing the water quality requirement when less than 1,000 square feet of new impervious area is added to a parcel.
- A new gradual tiered chart of requirements for water quality and quantity treatment.
- Provisions for stormwater incentives on redevelopment.

- Adoption of runoff reduction measures with allowances to revert back to traditional water quality measures should site constraints require it. Runoff reduction measures include bioretention ponds, bio swales, pervious pavement, stormwater street tree wells, and cisterns.
- Encouragement for developers to co-locate aesthetic stormwater management treatments in landscape islands and landscape strips.
- Provisions for fee-in-lieu programs for sites meeting certain criteria.

The proposed changes would allow more flexibility for developers, encourage use of smart stormwater techniques, and protect the City's natural resources. The updated language also clarifies the allowance of green infrastructure and low impact development design measures in accordance with recommendations from EPA and EPD.

IV. ATTACHMENTS:

- UDC Amendments – Strike Through and Underline Format

AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ALPHARETTA, GEORGIA TO MODIFY ARTICLE II, SECTIONS 2.2.20, 2.3.1, 2.3.5, 2.5, AND 2.5.5, ARTICLE III, SECTIONS 3.1.1, 3.2.7, 3.3.1 – 3.3.9, 3.3.14, AND 3.5.2-3.5.6, AND APPENDIX A ARTICLE II AND III, IN ORDER TO UPDATE STORMWATER MANAGEMENT REGULATIONS AND TO PROTECT OUR NATURAL RESOURCES.

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

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

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

WHEREAS, prior to adoption of this Ordinance, a public hearing was advertised and held for the purpose of discussing said ordinance; and

WHEREAS, the City Council considered the recommendations of staff and the public at said public hearing; and

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

NOW, THEREFORE, the Mayor and Council of the City of Alpharetta hereby ordain as follows:

Section 1: Article II, Section 2.2.20F table references, “MU Mixed Use District,” of the Unified Development Code is hereby amended to add reference ‘F’ to Front Yd Set Back and to add ‘F. Tree save areas may overlap the building lot and building setback area. Such tree save areas must be identified on the land disturbance permit and be dedicated on the final plat for permanent preservation.’

Section 2: Article II, Section 2.3.1D “Supplementary Regulations - General Exemptions - Setbacks – Exclusions” of the Unified Development Code is hereby amended to add the following language ‘2. Required setbacks may accommodate vegetated runoff reduction measures, provided such setbacks meet the fire code standards. The runoff reduction measures may not comprise public safety such as the sight distance triangles required by the City. “

Section 3: Article II, Section 2.3.5A “Supplementary Regulations - Buffers and landscape requirements - Buffers” of the Unified Development Code is hereby amended in the third paragraph by removing the word ‘facilities’ and replacing it with ‘basins’ and adding the following sentences to the end of the paragraph. ‘The Community Development Director may approve vegetated runoff reduction measures within the buffer. The planting requirements above may be varied to accommodate

vegetated runoff reduction measures as part of an approved stormwater management plan, if properly designed to provide stormwater management and screening functions.’ This section is further amended in paragraph four by removing the word ‘detention’ and adding the word ‘City’ prior to the word arborist.

Section 4: Article II, Section 2.3.5B “Supplementary Regulations - Buffers and landscape requirements – Parking Lot Screening” of the Unified Development Code is hereby amended to add language that allows alternate landscape configurations when part of a smart stormwater design.

Section 5: Article II, Section 2.5 “Parking and Loading” of the Unified Development Code is amended to add the following sentence to allow for parking space reductions based on an approved parking study. ‘A parking study may be submitted to support a request for a proposed parking reduction. This study shall be reviewed by Community Development and must be approved prior to permitting.

Section 6: Article II, Section 2.5.5A “Parking and Loading – Design criteria” of the Unified Development Code is amended to allow alternative off street parking dimensions when runoff reduction measures are used.

Section 7: Article II, Section 2.5.5C “Parking and Loading – Design criteria” of the Unified Development Code is amended to allow minimum parking bay width standards to meet alternative dimension requirements when runoff reduction measures are used.

Section 8: Article II, Section 2.5.5I “Parking and Loading – Design criteria” of the Unified Development Code is amended by adding ‘I. Multifunctional Runoff Reduction Measures. To encourage multifunctional runoff reduction measures and provide incentives for their use, bioretention areas, vegetate swales, planter boxes, rainwater harvesting systems, and other vegetated BMPs may be used to meet the perimeter island, interior island, and median island landscaping requirements of this Chapter, and may be constructed in the designated landscape areas if part of an approved stormwater management plan for the site and if screening functions are maintained.’

Section 9: Article II, Section 2.5.5 “Parking and Loading” of the Unified Development Code is amended by adding Table 2.3a the Alternative Criteria for Off-Street Parking for when runoff reduction measures are incorporated.

Section 10: Article III, Section 3.1.1C3 “Site Grading and Land Disturbance – Soil erosion and sediment control – Minimum Requirements for Erosion and Sediment Control Using Best Management Practices” is amended by adding subsections q,r, and s that limit disturbance to twenty acres or less unless approved by the Community Development Director, that reduce compaction of highly permeable soils and that preserve natural drainage pathways and conveyances.

Section 11: Article III, Section 3.2.7C “Tree Protection – Minimum tree density requirement” of the Unified Development Code is amended by adding the following language to the end of the subsection.

‘Vegetated runoff reduction measures which include trees may count toward the tree density requirement.’

Section 12: Article III, Section 3.3.1B2 “Storm Water Management – General – Purpose and Intent” of the Unified Development Code is amended to add the following language to the last sentence in the section. ‘...; to meet this purpose, where practicable, the use of on-site runoff reduction measures is encouraged, including but not limited to preservation of existing natural areas; bioretention areas; permeable pavement for parking; vegetated swales; cisterns; greenroofs; and underground detention.’

Section 13: Article III, Section 3.3.1C1a “Storm Water Management – General – Applicability” of the Unified Development Code is amended to remove the existing language and add the following new language. ‘Runoff reduction and water quality shall be required for any new or redevelopment that includes the creation of 1,000 square feet of impervious area or more. Detention (including channel protection) shall be required for any new or redevelopment with an increase of 5,000 square feet of impervious area or more. The extent to which runoff reduction /water quality and detention must be provided (i.e. on new impervious area only, on disturbed area, or on entire site) is based on a tiered approach, and is specified in the City Stormwater Design Manual.’

Section 14: Article III, Section 3.3.1C1b “Storm Water Management – General – Applicability” of the Unified Development Code is amended to remove the existing language and add the following new language. ‘Development or redevelopment that involves land development activities of one acre or more.’

Section 15: Article III, Section 3.3.1C1d “Storm Water Management – General – Applicability” of the Unified Development Code is amended to remove the ‘and b’ language as it no longer applies.

Section 16: Article III, Section 3.3.1D “Storm Water Management – General – Stormwater Management Manual” of the Unified Development Code is amended to replace all references to ‘Engineering/Public Works Department’ with ‘Public Works Department’ to match the current department titles at the City.

Section 17: Article III, Section 3.3.2 “Storm Water Management – General – Definitions” of the Unified Development Code is amended to add the following language to the end of the Impervious Cover definition. ‘Streets, parking areas, sidewalks, and other surfaces constructed with pervious paving and green roofs shall not be considered impervious cover for the purposes of stormwater calculations in this Section of the UDC if it is a stormwater management practice with a recorded long-term maintenance agreement.’ It is further amended to add the definition for Runoff Reduction Measures.

Section 18: Article III, Section 3.3.3C4 “Storm Water Management – General – Permit procedures and requirements” of the Unified Development Code is amended to allow for pervious paved surfaces and greenroofs to be included in hydrologic analysis. It is further amended to define the requirements of runoff reduction limits for redevelopment sites. Finally it is further amended to allow for consideration of current site impervious percentages in hydrologic analysis when no negative downstream impacts exist.

Section 19: Article III, Section 3.3.3D1 “Storm Water Management – General – Stormwater Management Inspection and Maintenance Agreements” of the Unified Development Code is amended to add ‘1. General’.

Section 20: Article III, Section 3.3.3D2 “Storm Water Management – General – Stormwater Management Inspection and Maintenance Agreements” of the Unified Development Code is amended to add a section to define the requirements of operations and maintenance agreements for homeowners’ associations and other associations.

Section 21: Article III, Section 3.3.3H “Storm Water Management – General – Stormwater Management Inspection and Maintenance Agreements” of the Unified Development Code is amended to add a section to require deed recordation and indications on final plat of all stormwater management measures.

Section 22: Article III, Section 3.3.3I “Storm Water Management – General – Stormwater Management Inspection and Maintenance Agreements” of the Unified Development Code is amended to add a section allowing for a fee-in-lieu program to be established by the City for a portion of runoff reduction requirements for redevelopment sites.

Section 23: Article III, Section 3.3.4 “Storm Water Management – General – Post-development stormwater management performance criteria” of the Unified Development Code is amended to add language to encourage the use of on-site runoff reduction measures.

Section 24: Article III, Section 3.3.4A3 “Storm Water Management – General – Post-development stormwater management performance criteria” of the Unified Development Code is amended to replace all references to ‘Engineering/Public Works Department’ with ‘Public Works Department’ to match the current department titles at the City.

Section 25: Article III, Section 3.3.4I “Storm Water Management – General – Post-development stormwater management performance criteria” of the Unified Development Code is amended to add a subsection to define runoff reduction requirements and provide provisions for sites that are unable to meet runoff reduction requirements.

Section 26: Article III, Section 3.3.5A and B “Storm Water Management – General – Construction inspections of post-development stormwater management systems” of the Unified Development Code is amended to clean up language to remove references to ‘Engineering / Public Works Department’ and replace with ‘City.’

Section 27: Article III, Section 3.3.6 “Storm Water Management – General – Stream buffer protection” of the Unified Development Code is amended to replace all references to ‘Engineering/Public Works Department’ with ‘Public Works Department’ to match the current department titles at the City.

Section 28: Article III, Section 3.3.8 “Storm Water Management – General – Ongoing inspection and maintenance of stormwater facilities and practices” of the Unified Development Code is amended to replace all references to ‘Engineering/Public Works Department’ with ‘Public Works Department’ to match the current department titles at the City.

Section 29: Article III, Section 3.3.9 “Storm Water Management – General – Illegal connection” of the Unified Development Code is amended to replace all references to ‘Engineering/Public Works Department’ with ‘Public Works Department’ to match the current department titles at the City.

Section 30: Article III, Section 3.3.14 “Storm Water Management – General – Violations, enforcement, and penalties” of the Unified Development Code is amended to clean up language to remove references to ‘Engineering / Public Works Department’ and replace with ‘City.’

Section 31: Article III, Section 3.5.2 H “Installation of Streets- Street improvement ordinance” of the Unified Development Code is amended to add subsection ‘H’ to allow multifunctional traffic calming measures that also provide for runoff reduction.

Section 32: Article III, Section 3.5.4A and B “Installation of Streets- Curb and gutter” of the Unified Development Code is amended to allow alternative curb design to accommodate directional runoff into stormwater runoff reduction measures. It is further amended by removing redundant design criteria and referencing the City’s Standard Details.

Section 33: Article III, Section 3.5.5D “Installation of Streets- Sidewalks” of the Unified Development Code is amended to allow permeable surfaces for sidewalks.

Section 34: Article III, Section 3.5.6A6 “Installation of Streets – Gated subdivisions / private streets” of the Unified Development Code is amended to change the administration of the standards to both Public Works and Community Development.

Section 35: Article III, Section 3.5.6C2 “Installation of Streets – Gated subdivisions / private streets” of the Unified Development Code is amended to remove the reference to the Engineering Department and replace with ‘City.’

Section 36: Article III, Section 3.5.6C3 “Installation of Streets – Gated subdivisions / private streets” of the Unified Development Code is amended to remove the reference to the Engineering Department and replace with ‘Public Works Department.’

Section 37: Appendix A, Article II, Section 2.3.2B “Alpharetta Downtown Code – Downtown Overlay- Applicability ” of the Unified Development Code is amended to allow alternative curb and gutter sections for runoff reduction measures.

Section 38: Appendix A, Article II, Section 2.3.2C “Alpharetta Downtown Code – Downtown Overlay- Applicability ” of the Unified Development Code is amended by changing the subsection to E.

Section 39: Appendix A, Article II, Section 2.3.2C "Alpharetta Downtown Code – Downtown Overlay- Applicability " of the Unified Development Code is amended to add the following subsection. 'Use of multi-functional stormwater BMPs is expressly allowed and encouraged in the ROW, including streetscape landscape bioretention areas and stormwater planters, stormwater street trees, curb bulbouts and medians with bioretention, and vegetated swales. Such stormwater BMPs may receive stormwater credit for the site if part of an approved stormwater management plan and with a long-term maintenance agreement.'

Section 40: Appendix A, Article II, Section 2.3.2D "Alpharetta Downtown Code – Downtown Overlay- Applicability " of the Unified Development Code is amended to add the following subsection. 'Traffic calming design elements, such as intersection bulbouts can help moderate vehicle speeds on Downtown Streets; multifunctional bulb-outs that include runoff reduction measures for stormwater management are encouraged. Landscaping and traffic calming techniques that are ideal on Downtown Streets include, but are not limited to, street trees with grated wells, bioretention areas/planters, curb bulbouts with bioretention.'

Section 41: Appendix A, Article II, Section 2.3.3A "Alpharetta Downtown Code – Downtown Overlay- Street Types " of the Unified Development Code is amended to add '8. To provide multi-use vegetated runoff reduction measures in street planter and as street tree areas'.

Section 42: Appendix A, Article II, Section 2.3.4C "Alpharetta Downtown Code – Downtown Overlay- Existing Streets, Streetscapes" of the Unified Development Code is amended to add '5. The City encourages the use of multi-functional runoff reduction measures in the streetscape, including bioretention areas, stormwater tree box, and planter box. The dimensional standards for planting area, tree spacing, planting type and utility placement may be varied to accommodate runoff reduction measures.'

Section 43: Appendix A, Article II, Section 2.4.1 E "Alpharetta Downtown Code – Downtown Overlay- Vehicle Parking" of the Unified Development Code is amended by adding 'E. A parking study may be submitted to support a request for a proposed parking reduction. This study shall be reviewed by Community Development and must be approved prior to permitting.'

Section 43: Appendix A, Article II, Section 2.5.2D "Alpharetta Downtown Code – Downtown Overlay- Yard Landscaping" of the Unified Development Code is amended by adding 'D. Vegetated runoff reduction measures shall be allowed in the designated yards, if properly designed to provide stormwater management and screening functions.'

Section 44: Appendix A, Article II, Section 2.6.2 C "Alpharetta Downtown Code – Downtown Overlay- Buffers" of the Unified Development Code is amended by removing the word 'facilities' and replacing it with 'basins' and adding the following sentences to the end of the paragraph. 'The Community Development Director may approve vegetated runoff reduction measures within the buffer. The planting requirements above may be varied to accommodate vegetated runoff reduction measures

as part of an approved stormwater management plan, if properly designed to provide stormwater management and screening functions.'

Section 45: Appendix A, Article II, Section 2.6.2 D "Alpharetta Downtown Code – Downtown Overlay- Buffers" of the Unified Development Code is amended by removing the word 'detention.'

Section 46: Appendix A, Article II, Section 2.8.5D3 "Alpharetta Downtown Code – Downtown Overlay- General Architectural Standards" of the Unified Development Code is amended by adding '3. The roofs of buildings may include cisterns and greenroofs if part of an approved stormwater management plan for the site and if designed in accordance with the GA Stormwater Management Design Manual (latest version). Above-ground cisterns and greenwalls shall require approval by the Community Development Director.'

Section 47: Appendix A, Article III, Section 3.2.4B "Alpharetta Downtown Code – Downtown Zoning Districts- Open Space" of the Unified Development Code is amended by adding to the civic space allowance that above-ground cisterns would require approval based on design and appearance by the Community Development Director.

Section 48: Appendix A, Article III, Section 3.2.4B1 "Alpharetta Downtown Code – Downtown Zoning Districts- Open Space" of the Unified Development Code is amended by adding runoff reduction measures such as bioretention areas, swales, and cisterns to count toward open space in parks.

Section 49: Appendix A, Article III, Section 3.2.4B2 "Alpharetta Downtown Code – Downtown Zoning Districts- Open Space" of the Unified Development Code is amended by adding runoff reduction measures such as bioretention areas and cisterns to count toward open space in squares.

Section 50: Appendix A, Article III, Section 3.2.4B3 "Alpharetta Downtown Code – Downtown Zoning Districts- Open Space" of the Unified Development Code is amended by adding runoff reduction measures such as bioretention areas and cisterns to count toward open space in plazas.

Section 51: Appendix A, Article III, Section 3.2.4B4 "Alpharetta Downtown Code – Downtown Zoning Districts- Open Space" of the Unified Development Code is amended by adding runoff reduction measures such as bioretention areas and cisterns to count toward open space in pocket parks.

Section 52: Appendix A, Article III, Section 3.2.4B5 "Alpharetta Downtown Code – Downtown Zoning Districts- Open Space" of the Unified Development Code is amended by adding runoff reduction measures such as bioretention areas and underground detention to count toward open space in playgrounds.

Section 53: Appendix A, Article III, Section 3.2.4C "Alpharetta Downtown Code – Downtown Zoning Districts- Open Space" of the Unified Development Code is amended by adding runoff reduction measures to amenity space allowance and requiring approval of the Community Development Director for cistern approval in this area.

Section 54: Appendix A, Article III, Section 3.2.4E "Alpharetta Downtown Code – Downtown Zoning Districts- Open Space" of the Unified Development Code is amended by removing restrictions if part of an approved stormwater management plan for a site that includes runoff reduction measures.

Section 55: Appendix A, Article III, Section 3.2.4G "Alpharetta Downtown Code – Downtown Zoning Districts- Open Space" of the Unified Development Code is amended by replacing current language with 'G. Stormwater management facilities for the site may be used to satisfy open space requirements if they meet this Chapter's definition of open space. Open space credit may be given at the discretion of the Director of Community Development.'

Section 56: Appendix A, Article III, Section 3.5.4 "Alpharetta Downtown Code – Downtown Zoning Districts- Building Placement" of the Unified Development Code is amended to add the following language. 'In order to optimize smart stormwater design, required setbacks may accommodate runoff reduction measures such as bioretention areas, cisterns, and greenwalls, provided such setbacks meet fire code standards. The runoff reduction measures may not compromise public safety such as the sight distance triangles required by the City and must include a long-term maintenance agreement. Above-ground cisterns or other vertical runoff reduction measures shall require approval by the Community Development Director.'

Section 57: Appendix A, Article III, Section 3.6.4 "Alpharetta Downtown Code – Downtown Zoning Districts- Building Placement" of the Unified Development Code is amended to add the following language. 'In order to optimize smart stormwater design, required setbacks may accommodate runoff reduction measures such as bioretention areas, cisterns, and greenwalls, provided such setbacks meet fire code standards. The runoff reduction measures may not compromise public safety such as the sight distance triangles required by the City and must include a long-term maintenance agreement. Above-ground cisterns or other vertical runoff reduction measures shall require approval by the Community Development Director.'

Section 58: Appendix A, Article III, Section 3.7.4 "Alpharetta Downtown Code – Downtown Zoning Districts- Building Placement" of the Unified Development Code is amended to add the following language. 'In order to optimize smart stormwater design, required setbacks may accommodate runoff reduction measures such as bioretention areas, cisterns, and greenwalls, provided such setbacks meet fire code standards. The runoff reduction measures may not compromise public safety such as the sight distance triangles required by the City and must include a long-term maintenance agreement. Above-ground cisterns or other vertical runoff reduction measures shall require approval by the Community Development Director.'

Section 59: Appendix A, Article III, Section 3.8.4 "Alpharetta Downtown Code – Downtown Zoning Districts- Building Placement" of the Unified Development Code is amended to add the following language. 'In order to optimize smart stormwater design, required setbacks may accommodate runoff reduction measures such as bioretention areas, cisterns, and greenwalls, provided such setbacks meet fire code standards. The runoff reduction measures may not compromise public safety such as the sight distance triangles required by the City and must include a long-term maintenance agreement. Above-

ground cisterns or other vertical runoff reduction measures shall require approval by the Community Development Director.'

SO ORDAINED this the _____ day of _____, 2017.

Approved:

David Belle Isle, Mayor

Attest:

COUNCILMEMBERS

Coty Thigpen, City Clerk
(Seal)

Approved as to Form:

C. Sam Thomas, City Attorney

CITY OF ALPHARETTA
STORMWATER MANAGEMENT
DESIGN MANUAL

May 5, 1995
Updated May 2008
Updated December 2016

Table of Contents
Stormwater Management Design Manual

<u>Section</u>	<u>Title</u>	<u>Page Number</u>
Section 1	General	1
Section 2	The Stormwater Problem	2
Section 3	Objectives of Stormwater Management	2
Section 4	Stormwater Pollutants and Their Removal	2
Section 5	Principles of Stormwater Management	2
Section 6	Specific Concerns for Residential Subdivision Development	2
Section 7	Description of Acceptable Techniques for Obtaining, Calculating and Presenting Information Required in Stormwater Management Plans	3
Section 8	Review of Structural Best Management Practices	3
Section 9	Detail on Development and Use of Techniques which Emphasize Use of Natural Systems	3
Section 10	Development Restrictions Along Stream Corridors	4
Section 11	Wetlands	4
Section 12	Minimum Easement Requirements	4
Section 13	Criteria for 100-Year Floodplain Analysis	4
Section 14	Methodology / Criteria for Evaluating Downstream Impacts	4
Section 15	Additional Pretreatment for Intensive Land Uses	5
Section 16	Minimum Specifications for Construction of Drainage Facilities	5
Section 17	Contents of a Stormwater Management Plan	9
Section 18	Stormwater Management Plan Approval Process	9
Section 19	Surveying and Mapping	9
Section 20	Offsite Mitigation Program	9
Section 21	Stormwater Fee-In-lieu Program	10

Section 1 – General

1. The purpose of this manual is to be in compliance with the amended section 402 of the Clean Water Act being section 405 of the Water Quality Act of 1987, requiring the Environmental Protection Agency to establish regulations setting forth NPDES (National Pollutant Discharge Elimination System) permit application requirements for stormwater discharges. Stormwater is defined as stormwater runoff, surface runoff, street wash waters related to street cleaning or maintenance, infiltration (other than infiltration contaminated by seepage from sanitary sewers or by other discharges), and drainage related to storm events or snow melt. Georgia has been delegated the NPDES Permit Program and is therefore responsible for implementation of a program to control stormwater discharge.
2. The State of Georgia has required all applicable municipalities to comply with permit application requirements for their municipal separate storm sewers. Municipal separate storm sewers are defined as any conveyance of system of conveyances owned or operated by a local government entity and used for collecting and conveying storm water, which is not part of a public owned treatment works. The Clean Water Act mandates that permits for discharges from municipal separate storm sewers shall require controls to reduce the maximum discharge of pollutants to the maximum extent practical (MEP). The State of Georgia will issue general permits for municipal storm water discharges. The City of Alpharetta is an NPDES Phase I city.
3. This manual as established in 3.3.1D of the Unified Development Code of Alpharetta will set forth design requirements with applications being governed by the topographic conditions on a site by site basis. The ~~Engineering~~Public Works Department will determine the proper application of design requirements and will coordinate the application with the other City departments. This manual will be periodically amended as new restrictions, technology, and experience dictates.
4. The City of Alpharetta has other standards and specifications that set forth design requirements for stormwater and this ordinance consolidates those requirements for stormwater management.
5. In conjunction with design requirements set forth in this manual for new development a comprehensive hydrological study may be performed in areas of existing development for evaluation of feasible improvements to conform to the new standards and to alleviate existing drainage problems to the maximum extent possible.
6. This manual should be used in conjunction with the latest revised Georgia Stormwater Management Manual. Where possible, this manual explains items in which City of Alpharetta requirements are more stringent or more detailed than the Georgia Stormwater Management Manual.

Section 2 – The Stormwater Problem

1. This section has been removed. Please reference the Georgia Stormwater Management Manual ~~Volume 2 Chapter 1 for a detailed explanation of stormwater runoff and the effects of development.~~

Section 3 – Objectives of Stormwater Management

1. This section has been removed. Please reference the latest revision of Georgia Stormwater Management Manual ~~Volume 2 Chapter 1 for a detailed explanation of how stormwater management can control runoff rates, provide for flood control, and reduce pollutant load.~~

Section 4 – Stormwater Pollutants and Their Removal

1. This section has been removed. Please reference the latest revision of Georgia Stormwater Management Manual ~~Volume 2 Chapter 1 for a detailed explanation of the reduction of pollutant loads in stormwater runoff.~~

Section 5 – Principles of Stormwater Management

1. This section has been removed. Please reference the latest revision of the Georgia Stormwater Management Manual.

Section 6 – Specific Stormwater Concerns for Residential Subdivision Development

- ~~1. Larger, more central detention ponds are encouraged. They are more effective than small ponds and can be constructed within a park like atmosphere thus creating an amenity. However, the City recognizes that due to topographic restrictions, there will be occasions where the larger and/or centralized ponds will not be feasible.~~
- 2.1. Detention ponds, runoff reduction, and water quality measures must be located on a separate lot with the 10' access easement completely contained within that lot. All detention pond and water quality lots must be included in a common area deeded to the homeowners association for that subdivision development.
- 3.2. No portion of any lot with residences shall contain any stream buffer. All stream buffers shall be included in a common area deeded to the homeowners association for that subdivision development.
- 4.3. All stormwater management measures will require a Special Operations and Maintenance Agreement for Homeowners' Associations or Other Associations per UDC Sec. 3.3.3 D.2. ~~Underground detention systems are not encouraged within residential subdivisions as maintenance responsibilities fall to the homeowners associations.~~ Any residential subdivision proposing the use of an

underground system must receive written approval from the Department of ~~Engineering~~/Public Works.

- ~~5.4.~~ For ease of access for maintenance, residential subdivision ponds should not be constructed with walls on all sides of the pond.

Section 7 – Description of Acceptable Techniques for Obtaining, Calculating, and Presenting Information Required in Stormwater Management Plans.

1. Acceptable techniques for obtaining, calculating and presenting information required in stormwater management plans are described in detail in the latest revision of the Georgia Stormwater Management Manual and the City of Alpharetta Unified Development Code (UDC).
2. Water quality, channel protection and detention should be provided for in accordance with the latest revision of the Georgia Stormwater Management Manual in addition to the following requirements:
 - a. Modified rational method will be allowed for drainage basins under 1.0 acre. When this method is employed a pre-development c value of 0.1 must be used. Approval from the Department of Community Development is required. Additionally, sites using this method may be exempt from section 14. Contact the Department of Engineering/Public Works for further analysis.
 - b. Provide for detention of the 1, 2, 5, 10, 25, 50, and 100 year storms in pre-developed and post developed studies.
 - c. Runoff reduction and/or w~~Water~~ quality shall be required for any new or redevelopment that includes the creation of 1,000 square feet site showing an increase in impervious area or more. Detention (including channel protection) shall be required for any site-new or redevelopment with an increase of 5,000 square feet impervious area or more. The extent to which runoff reduction /water quality and detention must be provided (i.e. on new impervious area only, on disturbed area, or on entire site) is based on a tiered approach, and is specified in Table 1. or any redevelopment that disturbs more than 50% of the lots buildable area.

Not Achieving Runoff Reduction Standard. The applicant must demonstrate that one or more of the following criteria have been met to show that the entire 1.0 inch runoff reduction standard cannot be achieved on site.

1. Soils with very low infiltration rates (less than 0.05 in/hour or 0.1 ft/day)
2. High ground water
3. Shallow bedrock

4. Other hardship as approved by the Director of Community Development. A cost based hardship will be reviewed by the City if the cost of providing RRv is greater than three times the cost of providing the WQv.
- d. Redevelopment sites that include removal of an existing stormwater management facility will be required to bring the entire site up to today's standards unless the designer can show that the existing pond volume and release rate (per the approved hydrology study) does not negatively impact downstream development and can be replaced in kind on the site with all additional stormwater management requirements. See Table 1 for Summary of Stormwater Management Requirements
3. Private vendor devices not identified in the Georgia Stormwater Management Manual shall be evaluated by the City Development Services Stormwater Engineer and Senior Stormwater Engineer to determine the stormwater management credit allowed. Generally, a proprietary devices may receive up to 40 percent TSS removal credit, with each subsequent device in a series shall receive 50 percent of the TSS credit allotted to the previous device (i.e. the first device shall receive 40 percent credit, the second device 20 percent credit, and the third device 10 percent credit.) Per UDC Sec. 3.3.3.D all private vendor devices require a long-term stormwater management inspection and maintenance agreement. For higher removal rates, the City Development Services Stormwater Engineer will consider vendor provided removal rates showing testing results for product use in Georgia under similar construction, rainfall, and soils conditions, or approved for use by other states with similar construction, rainfall, and soils conditions.
4. Best management practices with a micropool or other feature that that would collect standing water that would allow mosquitoes to breed in the practice should only be used if there is no other feasible alternative. Any practice approved by the City with a design allowing standing water more than 72 hours shall require mosquito breeding prevention measures such as fountains, plants that attract dragonflies, etc.~~Water quality devises not specifically identified in the Georgia Stormwater Management Manual including all private vendor devices will be evaluated by the City Engineer to determine TSS removal percentage that can be used in design. Vendor provided removal rates should show testing results for product use in Georgia under similar construction, rainfall, and soils conditions.~~
5. Runoff Reduction Credit Percentages should follow the latest edition of the Georgia Stormwater Management Manual with the following changes: Bioretention; pervious, porous, and permeable pavers and pavement; and other infiltration methods with an upturned underdrain will be allowed 100% RRv credit for all volume below the upturn discharge. Volume above the discharge will be provided at a rate of 50%. Stormwater planters / tree boxes and vegetated filter strips both receive 75% credit.

Table 1. Summary of Stormwater Management Requirements

Redevelopment on 50% of the lot or less		
New impervious	Runoff Reduction	Channel Protection, Overbank Flood Protection, and Extreme Flood Protection (1-100 year)
1-999 sf	No	No
1000-4999 sf	Yes (on new impervious area only)	No
5000 sf or greater	Yes (on new impervious area only)	Yes (on new impervious area only)
1 acre or more of disturbance, regardless of new impervious area	Yes (on disturbed area)	Yes (for disturbed area)
Redevelopment on greater than 50% of the lot		
New impervious	Runoff Reduction	Channel Protection, Overbank Flood Protection, and Extreme Flood Protection (1-100 year)
1-999 sf	No	No
1000-4999 sf	Yes (on disturbed area)	No
5000 sf or greater	Yes (on disturbed area)	Yes (on disturbed area)
1 acre or more of disturbance, regardless of new impervious area	Yes (for entire site)	Yes (for disturbed area)
New Development		
New impervious	Runoff Reduction	Channel Protection, Overbank Flood Protection, and Extreme Flood Protection (1-100 year)
1-999 sf	No	No
1000-4999 sf	Yes	No
5000 sf or greater	Yes	Yes
1 acre or more of disturbance, regardless of impervious area	Yes	Yes
Runoff reduction standard. Runoff reduction practices shall be sized and designed to retain the first 1.0 inch of rainfall on the site to the maximum extent practicable. If the entire 1.0 inch of rainfall can be retained onsite using runoff reduction methods, the City may waive the water quality volume. If the entire 1.0 inch runoff reduction standard cannot be achieved, the remaining runoff from the 1.2-inch rainfall event must be treated by BMPs to remove at least 80% of the calculated average annual post-development TSS loading from the site per the Water Quality criteria.		
Removal of an existing stormwater management facility. Redevelopment sites that include removal of an existing stormwater management facility will be required to bring the entire site up to today's standards unless the designer can show that the existing pond volume and release rate (per the approved hydrology study) does not negatively impact downstream development and can be replaced in kind on the site with all additional requirements shown above.		
Existing conditions hydrologic analysis. The existing conditions hydrologic analysis can take into account the existing development when defining curve numbers and calculating existing run off, unless the existing development causes a negative impact on downstream property.		

Section 8 – Review of Structural Best Management Practices

1. This section has been removed. Please reference the latest revision of the Georgia Stormwater Management Manual.

Section 9 – Detail on Development and Use of Techniques Which Emphasize Use of Natural Systems

1. This section has been removed. Please reference the latest revision of the Georgia Stormwater Management Manual.

Section 10 – Development Restrictions Along Stream Corridors

1. This section has been removed. Please reference the City of Alpharetta UDC 3.3.6.

Section 11 – Wetlands

1. This section has been removed. Please reference the City of Alpharetta UDC 3.3.7.

Section 12 – Minimum Easement Requirements

1. Drainage easements shall be provided where a subdivision is traversed by a water course, drainage way, natural stream, or channel. It shall conform substantially to the limits of such water course plus any additional width as is necessary to accommodate future maintenance and/or construction as determined by the Department of ~~Engineering~~ /Public Works.
2. Drainage easements off the street right-of-way shall be clearly identified on the plat and deed of the individual property owner and said property owner will be required to keep easement free of obstructions and will maintain same in such a way as to assure free and maximum flow at all times.
3. All easements shall be cleared of debris, excess dirt, and other materials.
4. The minimum width of any drainage easement is 20' centered on the drainage structure.
5. Ponds and water quality devices will require a minimum 10' access easement around the perimeter to provide access for maintenance equipment. It shall be understood that the entire pond will be included within the easement. This access easement shall extend from the public right-of-way.
6. Drainage ways and easements on residential lots shall be centered on the property lines unless otherwise approved by the City Engineer.

Section 13 – Criteria for 100-Year Floodplain Analysis

1. This section has been removed. Please reference City of Alpharetta UDC Section 3.4 Floodplain Management

Section 14 – Methodology / Criteria for Evaluating Downstream Impacts

1. The Georgia Stormwater Management Manual provides the currently approved methodology required by the City of Alpharetta for downstream analysis.
2. The City of Alpharetta requires analysis of the 1, 2, 5, 10, 25, 50, and 100 year storms.

3. The City of Alpharetta may require additional downstream analysis on individual sites when known downstream flooding problems exist.

Section 15 – Additional Pretreatment for Intensive Land Uses

1. This section has been removed. Please reference the latest revision of the Georgia Stormwater Management Manual.

Section 16 – Minimum Specifications for Construction of Drainage Facilities

1. For general grading of residential subdivisions, lots shall be arranged and/or designed such that lots with higher elevations will not drain onto lots with lower elevations with a flow of magnitude that will create erosion, flooding, or be a nuisance. If velocity of overland flow exceeds 1.5 feet per second protective measures shall be incorporated to prevent scouring and erosion.
2. For residential and open areas, detention ponds shall have ~~minimum-maximum~~ side slope of three feet horizontal to one foot vertical, with ~~a minimum of~~ four feet horizontal to one foot vertical or flatter being the preferred, on the inside face of the pond and a ~~minimum-maximum~~ slope of three feet horizontal to one foot vertical on the outside face of the pond. For commercial areas slopes on detention ponds shall be approved on a case by case basis.
3. Sizing and location of drainage structures shall be the responsibility of a registered professional engineer as per accepted standard design procedures, subject to approval by the City ~~Engineer~~ of Alpharetta.
4. Storm pipe slopes shall be equal to or greater than one percent.
5. Approved formulas shall be used to calculate the runoff in determining the size of drainage structures. Use the 25 year storm frequencies for all street drainage structures such a catch basins, inlet cross drains, etc. Use the 1, 2, 5, 10, 25, 50, and 100 year storm frequencies for all main drainage structures such as retention basins, detention ponds, principal storm sewers, and all types of flood protection works. All designs are subject to the approval of the ~~Engineering / Public Works Department~~Department of Community Development.
6. Minimum 20-foot storm drainage easement shall be given on all lines (pipes and swales) which lie outside of the normal right-of-way.
7. The drainage pipe cover shall be 12 inches or one-half the inside pipe diameter, whichever is greater.
8. Catch basins shall be located at low points of the streets.
9. All storm drain inlets and channels must be designed and located so as to prevent flooding of any buildings during the 100-year event.

10. All storm drain pipes shall be minimum 18 inches in diameter.
11. Not less than 50 percent of each proposed lot area shall be above the 100-year storm elevation.
12. Any existing channel flow shall not be constricted.
13. Sub-drainage will be installed to control surplus ground water by intercepting side hill seepage or by lowering or regulating ground water level where such conditions exist.
14. A certification of the pipe specifications for each pipe shall be required before installation.
15. Bridges and culverts shall be designed for the 100-year storm frequencies and 100-year flood.
16. Cross drain pipes:
 - a. Shall have headwalls of approved type on inlet and outlet ends of the pipe.
 - b. When the construction of a proposed public road makes it necessary to cross a storm drain, the developer shall provide and install the required size and length of an acceptable grade of pipe. The length of the pipe required shall extend to the rear building setback lines and in so case shall the extension be less than 30 feet from the rear of any proposed dwelling; provided however the drain runs through building lots proposed to be platted. These criteria will be strictly adhered to unless otherwise approved by the ~~Engineering~~ Public Works Department. This does not apply to cross drains containing live streams.
 - c. Maximum continuous length of pipe shall be 300 feet unless otherwise approved by the City Engineer.
 - d. Class of concrete pipe and gage of corrugated metal pipe shall comply with Georgia Department of Transportation specifications.
17. Materials and installation:
 - a. All concrete pipe shall be reinforced.
 - b. All pipe within public right-of-way shall be RCP. And all structures shall be installed with row-lock inverts.
 - c. Flat bottom and circular pipe sections shall be laid in a prepared trench with the socket ends pointing upstream. Sections may be joined by rubber type gasket joints, O-ring gasket joints, or pre-formed plastic gasket joints.

Rubber type, O-ring, and preformed gasket joints shall be installed in accordance with the manufacturer's recommendations.

- d. Metal pipe is not permitted under roadways. Where used the pipe shall be fully bituminous, aluminized or asphalt coated with paved invert, unless approved otherwise.
- e. HDPE is allowed on private property as long as is it installed in accordance with manufacturer's recommendations.
- f. The Department will consider stormwater pipe made of materials as introduced to the market.

18. Workmanship and Finish:

- a. Culvert pipe on which the coating has been bruised or broken either in the shop or in shipping or which shows defective workmanship shall be rejected. Among others, the following defects are specified as constituting poor workmanship and the presence of any or all of them in any culvert pipe shall constitute sufficient cause for rejection.
 - i. uneven laps
 - ii. elliptical shape (unless designed and manufactured as elliptical)
 - iii. variation from a straight center line
 - iv. ragged or diagonal sheared edges
 - v. loose, unevenly lines or spaced rivets
 - vi. poorly formed rivet heads
 - vii. unfurnished ends
 - viii. illegible brand
 - ix. lack of rigidity
 - x. bruised, slated or broken coating
 - xi. dents or bends in the metal itself
- b. Coupling bands: Field joints shall be made with bands of the same base metal as the culverts. The bands shall not be less than 7 inches wide for diameters of 8 inches to 30 inches, inclusive; not less than 13 inches wide for culverts with diameters 36 inches to 60 inches inclusive; and not less than 24 inches wide for culverts with diameters greater than 60 inches.

Such bands shall be constructed so as to lap on an equal portion of each of the culvert sections to be connected at the ends by galvanized angles having minimum dimensions of two inches by two inches by 3/16 inch. The seven inch band shall have at least two galvanized bolts not less than ½ inch diameter. The 12-inch band shall have three and the 24-inch band shall have five ½ inch bolts. Other equally effective methods of connecting the coupling bands may be used if approved by the City Engineer.

- c. Gauge determination. The gauge of the culvert metal will be determined from the thickness of the galvanized sheets. The mean thickness must meet the requirements set forth by the City of Alpharetta ~~Engineering/~~ Public Works Department.
- d. Corrugated metal pipe and pipe arches. Corrugated metal pipe shall conform to the requirements of AASHTO M36, sizes, shapes, types, base metal, and gauges.
- e. All joints and couplings shall be in accordance with the manufacturer's recommendations.
- f. Pipe sections shall be laid in a prepared trench with outside laps of circumferential joints pointing upstream and with longitudinal joints at the side. Coupling bands fastened by two or more bolts shall join the sections. The space between adjoining sections shall be not more than width of one corrugation.
- g. Before any traffic over a storm drain is allowed, the developer shall provide adequate depth and width of backfill to protect the structure from damage or displacement in accordance with the requirements of the City of Alpharetta ~~Engineering/~~ Public Works Department. All pipe structures shall be cleaned before the work is accepted. Any damage or displacement that may accrue due to traffic or erosion shall be repaired or corrected at the developer's expense.
- h. Minimum clearances are:
 - i. One foot between the bottom of the base or sub base, if used, and the exterior crown of culvert in accordance with the requirements of the City of Alpharetta ~~Engineering/~~ Public Works Department.
 - ii. A minimum of 0.5 foot between underground utilities and exterior crown of the culvert.
 - iii. Trench construction for storm drainage pipe shall be in accordance with the requirements of the City of Alpharetta ~~Engineering/~~ Public Works Department.

- iv. Bridge piling shall be driven to Georgia Department of Transportation load standards for loading. Certification of pile load shall be by a registered professional engineer.

Section 17 – Contents of Stormwater Management Plan

1. This section has been removed. Storm Water Management Plan should include the items described in detail in the City of Alpharetta UDC Section 3.3.3C.

Section 18 – Stormwater Management Plan Approval Process

1. This section has been removed. The approval process is described in detail in the City of Alpharetta UDC Section 3.3.3.

Section 19 – Surveying and Mapping

1. Surveying and mapping are described in detail in the City of Alpharetta UDC.

Section 20 – Underground Detention

1. Underground detention must meet the pre-treatment requirements. Underground detention shall receive the following water quality credit if it has an open-bottom design that allows for infiltration, the site meets minimum infiltration requirements, and any manufacturers' pretreatment requirements are met:

60% TSS

30% TN

10% TP

2. If a sand filter is used in the underground detention facility, additional water quality credits may be provided as determined by the Director of Public Works and Community Development.

Section 21 – Offsite Mitigation Program

1. The Offsite Mitigation program allows for the provision of stormwater management offsite, in a regional facility that serves multiple parcels.
2. Applicability
 - a. Available city-wide for new development and redevelopment, contingent upon approval by the City Development Services Engineer in coordination with the City Senior Stormwater Engineer
 - b. Parcels using an offsite / regional facility must drain to that facility.

3. Sizing / Volume Requirements

- a. When applied to master developments, the regional facility will be sized for the planned build out of the subdivided properties. (Except in residential subdivisions, runoff reduction or water quality measures or portions of detention may be required on individual parcels, lots or subdivided properties to meet overall requirements.) The maximum impervious area for each parcel or max impervious percentage for each parcel shall be provided. If there is not sufficient volume provided for future developments, future buildings must account for additional runoff reduction / water quality or detention on-site or by modifying the master pond.
- b. The off-site or regional facility must be designed and adequately sized to provide a level of stormwater quantity and quality control that is equal to or greater than that which would be afforded by on-site practices.

4. Operation and Maintenance

- a. Regional facilities require an operation and maintenance agreement. This may be addressed through property deeds and covenants.

5. Tracking

- a. The City will maintain a database noting what parcels are associated with a shared facility and their individual volume requirements (proportionate share of the facility).

6. City Owned Regional Stormwater Management

- a. The City reserves the right to collect the following fees on parcels serviced by an existing City-owned regional facility:
 1. A one-time payment paid by the developer during the planning / permitting process to defray the capital cost of the existing off-site treatment facility. Cost / cubic yard for each facility will be set when the facility is built and will be publically available from the Public Works Department.
 2. Operations and maintenance costs will be funded through an independent recurring O&M fee that will be assessed by the City annually to owners of properties where stormwater management is provided through the off-site mitigation option.

Section 22 – Stormwater Fee-In-Lieu Program

1. The Stormwater Fee-in-Lieu program allows parcels being redeveloped to reduce on-site stormwater management requirements by paying a fee to the

City. The fee-in-lieu consists of both a one-time payment paid by the developer during the planning process to defray the capital cost of the off-site treatment facilities and an annual assessed O&M cost. The one-time fee is based on the construction cost of the specific facility where volume credits are available. Operation and maintenance (O&M) costs of these facilities will be funded through an independent recurring O&M fee that will be assessed annually to owners of properties where stormwater management is provided through the fee-in-lieu option.

2. Applicability

- a. Available for re-development projects contingent upon approval by the Community Development Director, in coordination with the City Development Services Engineer and the City Senior Stormwater Engineer.
- b. The fee-in-lieu option is not available for parcels where a downstream property is negatively impacted by the current conditions (i.e. currently flooding from the existing runoff) or where the increased runoff rate or volume from the new development will negatively impact a downstream property (i.e. downstream infrastructure does not have capacity for the increased volume).
- c. Parcels must be located within a HUC-12 watershed in which the City has constructed stormwater improvement projects with available credit volume or where the City has fully funded construction of stormwater improvement projects designed with available credit volume.
- d. A parcel is eligible for the fee-in-lieu program no more than once every five years.

3. Minimum On-Site Requirement

- a. All of the required detention (including channel protection) must be met onsite. A minimum of 75% of the runoff reduction/water quality treatment must be provided on-site. The remainder of the runoff reduction/water quality treatment may be met by a fee-in-lieu payment.

4. Allowable Projects

- a. Stormwater improvement projects that can be implemented by the City to provide volume credits include those structural stormwater best management practices with quantitative and qualitative measurements

identified in the latest edition of the Georgia Stormwater Management Manual.

- b. Projects must be constructed/implemented in the same HUC-12 watershed as the projects served by the runoff reduction.

5. Timing

- a. Collected fees-in-lieu shall apply to the specific project that has been constructed by the City with available volume credits or that is fully funded for construction by the City and designed with available volume credits.
- b. The City should identify and track the available runoff reduction volume and water quality volume provided by the improvement projects.

6. Administration

- a. The Public Works Department will be responsible for administering the program (construct and maintain ponds and BMPs, collect fees, track, and report).
- b. Funds will be put into stormwater accounts to defray construction costs or operation and maintenance costs.

7. Fee Structure and Amount

- a. The fee-in-lieu permit fee shall be based on the specific project construction cost. The operation and maintenance annual fee shall be based on the specific project.

Section 23 – City Funded Linear Projects

- a. **Applicability** - Up to 100% of the stormwater management requirement for eligible transportation projects may be reviewed for feasibility. Only transportation projects funded and managed by the City, or through grants obtained by the City, are eligible. Ineligible projects include: private development of public or private roads; alleyways; highways; trails; greenways; sidewalks; intersections; roadway improvements; subdivision roads; driveways; and access roads. Common Interest Development (CID) Georgia Department of Transportation (GDOT), and non-city utility projects are also ineligible. Projects eligible for this provision shall demonstrate that it is not feasible to meet the stormwater management requirements on site. Criteria for determining that meeting the requirement is not feasible are similar to the Infeasibility Criteria set forth in the Georgia Department of Transportation Policy on Post-

construction Stormwater Management BMP Design on State Routes for structural BMPs:

- The cost of construction and maintenance of the BMP equals or exceeds twenty five percent of the construction cost.
- The project is delayed by 90 days or greater due to the implementation of post-construction BMPs. Examples of this is when a project could be built without a right of way phase, but the inclusion of post construction BMPs means that a right of way phase is necessary then the delay criteria can be used.
- The use of BMPs will impact threatened or endangered species habitat.
- The use of BMPs will significantly damage a community resource such as a historical area, a park, a wildlife refuge, a nature trail, or school facilities.
- The BMP implementation would result in the violation of a Federal or State law
- The project has shallow bedrock, contaminated soils, high groundwater, utilities, or underground facilities and avoidance or relocation cost of the utility equals the cost of the BMP.
- The soil hydraulic conductivity (K) is less than 10-4 cm/second can be considered infeasible (while 10-5 cm/second is the absolute lower limit) when considering infiltration BMPs.
- The BMP implementation will impact a specimen tree.

- b. Funding Requirements** - The money budgeted by council for stormwater water quality projects will be considered the City's fee toward providing stormwater management for linear projects. The volume allocation for transportation projects will be tracked by the City and assigned to specific stormwater improvement projects so there is an accounting system that identifies the remaining volume available for allocation.

Section 24 - Cisterns

- a. Cisterns may receive runoff reduction credit up to 90% if all water from storms with rainfall of 1 inch or less is used through demand, and the tank is sized such that no overflow from this size event occurs. The total credit may not exceed 90%. The actual runoff reduction rates for rainwater harvesting systems are "user defined," based on tank size, configuration, demand drawdown, and use of secondary practices. North Carolina

State's Rainwater Harvesting Model, or other comparable tools may be used to calculate runoff reduction rates.

City of Alpharetta, Georgia

Comprehensive Stormwater Inspection and Maintenance Policy

1.0 Purpose

The Goal of this Comprehensive Stormwater Inspection and Maintenance Policy is to define the rights and responsibilities of the property owner(s) for maintaining the water quantity and quality functions of their Stormwater Best Management Practices (BMPs) as well as provide for City guidance to ensure their proper functioning. This policy is based upon the Stormwater Management Ordinance (Section 3.3 of the City of Alpharetta's Unified Development Code).

2.0 Definitions

Stormwater Management Facility. Any infrastructure that controls or conveys stormwater runoff, including but not limited to, pipes, swales, ditches, ponds, pond outlet structures, creeks, catch basins, and drop inlets.

Structural Stormwater Control. A structural stormwater management facility or device that controls stormwater runoff and changes the characteristics of that runoff including, but not limited to, the quantity, quality, period of release or velocity of flow of such runoff.

3.0 Inspection and Maintenance Responsibilities (Figure 1)

For all existing and new developments the following inspection and maintenance responsibilities shall apply:

Private Stormwater Management Facilities

Private stormwater management facilities shall be privately owned and it shall be the responsibility of the owner(s) to ensure proper function of the stormwater management facilities located on their property. This shall be accomplished through, periodic inspections and routine maintenance by the responsible party. The owner(s) shall maintain a perpetual, non-exclusive easement that allows access for inspection and emergency maintenance activities. Private stormwater management facilities may include ponds, creeks, pipes, ditches, and drainage swales.

Public Stormwater Facilities

The City of Alpharetta is responsible for inspecting and maintaining stormwater management facilities located on public property and within the public right-of way (ROW). This includes stormwater structural controls on properties owned by the City of Alpharetta; pipes, ditches, and drainage swales in the public ROW; and pipes draining City streets. Pipes draining City streets are maintained to the headwall. The area just downstream of the headwall, known as the public water influence zone, may be maintained as necessary to ensure the free flow of water and prevent erosion around the headwall.

The Public Works Department may expand the MS4 for a single, one-time repair or for maintenance in perpetuity, on a case-by-case basis, if certain conditions are met. These conditions are as follows:

- The structure(s) (e.g. pipe, headwalls, and junction boxes) are directly connected to the existing MS4;
- The existing conditions pose a significant and real threat to human health and safety, property (including City infrastructure), or the environment;
- Water draining from the MS4 contributes a significant amount to the total flow draining through the structure(s);
- The source of the problem is not attributable to negligence of a particular property owner; and,
- Appropriate easements for drainage and maintenance are provided by the property owners to the City.

The Public Works Department evaluates all requests for an Extent of Service expansion and prepares a corrective action plan/design for those meeting the above criteria and a cost estimate. The project is then prioritized against all other Capital Improvement and maintenance projects. Projects are implemented by the City of Alpharetta as time and resources allow.

Stormwater systems on office, institutional, commercial or industrial properties are not eligible to be included in the City's MS4.

3.1 Structural Stormwater Controls / Detention Ponds

The following statements identify who will be responsible for structural stormwater controls on private property. All correspondence and violations will be addressed to the responsible party.

In subdivisions with an established homeowners association (HOA) - The HOA shall be the responsible party.

In subdivisions without an established HOA - The owner(s) of the property that the facility is on or serviced by shall be the responsible party. The City will only issue maintenance requests and violations to the responsible party. This in no way shall hinder the rights of the property owner(s) to take civil action against or involve the other property owners that the facility serves.

In commercial and industrial developments - The property owner(s) shall be the responsible party.

In properties with a Stormwater Management Inspection and Maintenance Agreement - The responsible party as well as the responsibilities shall be described in the agreement.

3.2 Pipes

Residential - If the pipe is connected to and directly drains a City street, it shall be maintained by the City ~~Engineering~~/Public Works Department. If the pipe does not connect to a City street and is on private property it shall be maintained by the property owner(s).

Commercial - The property owner(s) shall be responsible for any pipes that are located on private property. For any pipe that crosses a property line between private and public property, the City Engineer will determine who is responsible for maintenance on a case-by-case basis.

3.3 Open Channels

Residential and commercial - The property owner(s) shall be responsible for maintaining normal unobstructed flow of any open channel(s) located on private property. This may include, but not be limited to ditches, swales, and creeks.

Rip Rap Program - The City has established a rip rap program to assist homeowners with erosion problems along open channels on their property. The City will deliver rip rap free of charge if the property owner signs a waiver of liability. Placement of the rip rap is the responsibility of the owner(s).

3.4 Records of Maintenance Activities

The responsible party shall keep documentation of all of their inspections and maintenance activities and provide this documentation to the ~~Engineering~~/Public Works Department upon request.

4.0 City Inspection Programs of Privately Owned Facilities

The ~~Engineering~~/Public Works Department has established an inspection and maintenance program for privately owned structural stormwater controls. The inspection program includes routine inspections; random inspections; requested inspections; inspections based upon complaints or other notice of possible violations; and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include but are not limited to: visual inspections; review of maintenance and repair records; sampling of discharges; and evaluating the condition of structural stormwater controls and practices.

- The City will not involve itself in private property disputes or other legal actions between property owner(s).

- The City may provide technical assistance and riprap to assist with the maintenance and stabilization of stormwater management facilities.
- The City inspection program has a goal of inspecting 180 privately owned structural stormwater controls per year.

4.1 Notification to Owner(s)

In the event that the structural stormwater control is in good working order and does not need any maintenance, the City Engineer shall notify the responsible party within 10 business days of the inspection.

In the event that the stormwater management facility needs maintenance, has not been maintained, and/or becomes a danger to public safety or public health the City Engineer shall notify the responsible party by registered or certified mail within 10 business days of an inspection. The notice shall specify the measures necessary to bring the stormwater structural control into compliance.

4.2 Responsible Party Response to City

The City must receive a response within 60 days of issuing a notice of required maintenance to the responsible party. Included in the response must be the maintenance measures performed and/or a timeline for when the measures will be completed.

4.3 Violations

In the event that the responsible party does not respond to the City and/or perform the required maintenance within 60 days, a violation will be issued in accordance with Section 3.3.14 of the Unified Development Code.

4.4 Emergency Maintenance/Failure to Maintain

In accordance with Section 3.3.14 of the Unified Development Code, the ~~Engineering~~ Public Works Department may conduct emergency maintenance if the responsible party fails or refuses to maintain their stormwater management facility in proper working order. In the event the violation constitutes an immediate danger to public health or public safety, 24 hours notice shall be sufficient. The City may correct a violation by performing the necessary work to place the facility in proper working condition. The City may assess the responsible party for the cost of the repair work that shall be a lien on the property, and may be placed on the ad valorem tax bill for such property and collected in the ordinary manner for such taxes.

- a. Cemetery.
- b. Church, Synagogue, or other religious institutions.
- c. Prison.

D. *District Regulations.*

Minimum Lot Size—none.

Minimum Lot Width—none.

Minimum Setbacks.

Front yard—from all street frontages:

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

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

Side yard—10 feet.

Rear yard—10 feet.

Maximum Coverage By Principal Buildings—70%.

Maximum Building Height—40 feet.

Screening and buffers—Where a property in this district abuts a residential use or zoning district, a 50 foot wide buffer strip shall be provided along the abutting property lines, in addition to the minimum setback requirements.

2.2.20 MU mixed use district.

This district is intended to allow for the development of a mix of uses within the framework of a master plan. The district regulations are intended to allow greater design flexibility in order to accommodate a pedestrian focused environment that provides opportunities for living, working, shopping, recreation and entertainment.

A. *Applicability.* This zoning district is applicable to properties located within:

- 1. Areas that are primarily non-residential in character; or
- 2. Along major roadways that are primarily commercial in character; or
- 3. Historic Downtown Alpharetta; or
- 4. As noted in the Comprehensive Land Use Plan.

B. *Permitted Principal Uses.* A property in the MU district may be used only for those uses approved as part of the conditions of approval of the MU zoning on the property and as further limited below.

- 1. *Dwelling, attached or detached:* At least 25% of the MU development shall be utilized as residential dwellings. Land use calculations shall utilize gross floor area for vertical mix of uses and land area for horizontal mix of uses.

Dwelling, 'For-Rent' units shall require conditional use approval.

- 3. *Commercial:* At least 25% of the MU development shall be utilized as commercial uses (as approved in the MU master plan). Land use calculations shall utilize gross floor area for vertical mix of uses and land area for horizontal mix of uses.

4. *Public Space:* A minimum of 10% of the gross land area must be designed for public use as recreation, entertainment and/or civic space.
5. *Office/Institutional:* At least 25% of the MU development shall be utilized for office buildings. Land use calculations shall utilize gross floor area for vertical mix of uses and land area for horizontal mix of uses.
6. *Park Space:* Each MU development shall set a goal to provide a minimum of one acre of park land/100 population generated by residential uses. Household size shall be calculated using the most current US Census data for the City of Alpharetta. Required park space and public space shall be achieved on-site and exclusive from each other.

As determined by City staff, uses shall be calculated using one of the following methods:

Horizontal Mixed Use: Land Use Land Area (acres)/Total MU Land Area (acres) = % Land Use of MU Development

Example: 25 acres of Residential Land Use/100 acres of MU Land Area = 25% Residential Land Use of MU Development

Vertical Mixed Use: Land Use Gross Floor Area (square feet)/Total Gross Floor Area of All MU Development (square feet) = % Land Use of MU Development

Example: 25,000 SF of Commercial Land Use/100,000 SF for All Vertical Development = 25% Commercial Land Use of MU Development

Combination of Horizontal and Vertical Mixed Use:

Land Use Gross Floor Area (square feet)/Total Gross Floor Area of All MU Vertical and Horizontal Development (square feet) = % Land Use of MU Development

Example: [25,000 SF of Vertical Commercial Land Use + 25,000 SF of Horizontal Commercial Development]/200,000 SF for All Vertical and Horizontal Development = 25% Commercial Land Use of MU Development

- C. *Conditional Uses.* A property in the MU district may be used for those uses listed below and in Table 2.1, as well as, any additional uses included in the conditions of approval for the MU zoning on the property. Conditional uses not included in the master plan shall require a public hearing by the Planning Commission and approval by the City Council.

1. *Residential Uses:*

- a. Dwelling, Group (assisted living facility, progressive care facility).
- b. Dwelling, 'For-Rent'.
- c. Bed and Breakfast.

2. *Commercial Uses:*

- a. Bank, Savings & Loan.
- b. Contractor's Office (no on site storage).
- c. Day Care Center.
- d. Entertainment Venue (jazz club, comedy club, dinner theater, etc.).
- e. Hotel/Motel.
- f. Liquor Store.
- g. Outdoor/Indoor Recreation Facilities.

- h. Religious Institution.
 - i. School, Commercial.
 - j. Spa Services.
 - k. Theater, Cinema.
3. *Semipublic Uses, Utilities:*
- a. Athletic Facilities.
 - b. Public Building.
 - c. School, Academic.
- D. *District Regulations.*
- Minimum Lot Size: The minimum area permitted to be zoned for an MU development is 25 acres.
- Maximum Density of Dwelling Units: The MU master plan shall establish maximum density for each area within the development. Density for all residential units combined shall not exceed eight (8) dwelling units/acre. Density shall be calculated based on the gross acreage of the entire MU master plan.
- Development Standards: Regulations governing lot size, lot width, setbacks, principal building coverage, floor area of dwelling unit, and height shall be established for each area within the MU master plan and approved through the public hearing process.
- Maximum Impervious Area: 80% for the entire MU development.
- Public Space: Each MU development shall have a minimum of 10% of the gross land area designed for public use. Public space shall be used for recreation, entertainment or civic purposes and may include plazas, outdoor theaters, sculpture gardens, parks, playground, community gardens or any other spaces where people can gather. Business kiosks shall be located outside of public space. Sidewalks and residential amenities may not be included within the public space requirement.
- Park Space: Park space may include residential recreational amenities. However, at least 50% of the required park space shall be provided in passive park area(s).
- E. *Review Criteria.* The MU district is intended to promote specific objectives. Therefore, the following shall be considered when reviewing an MU master plan:
- 1. Retail at ground level.
 - 2. Pedestrian connectivity to all uses.
 - 3. Large parking areas below grade, in decks or screened. Design efforts to provide shared parking will also be considered.
 - 4. Accommodations for public transportation.
 - 5. Buildings that face or appear to face public roadways.
 - 6. Appearance standards for buildings and structured parking.
 - 7. Limitations on uninterrupted building elevations.
 - 8. Creation of vistas and view corridors within development.
 - 9. Focal point features at prominent locations and ends of vistas.
 - 10. Incorporation of natural site features
 - 11. Block lengths conducive to pedestrian traffic.

12. Detention and retention facilities designed to be aesthetically pleasing.
13. Creative methods for stormwater management to provide additional open space.
14. Attractive and usable street furniture in public spaces.
15. Emphasis on a high quality landscape plan.
16. Number of office jobs internally captured on-site.

F. *Time Linkage.* In order to ensure that the objectives of MU district are met and development occurs which incorporates a mix of uses, a development phasing strategy or time line shall be established for each MU project. When reviewing the phasing strategy or timeline, the City Council may link the issuance of permits and/or certificates of occupancy for a portion of the development with the completion of other portions of the development.

([Ord. No. 702, § 1\(Exh. A\), 3-2-2015](#))

District	Lot Area	Lot ^B Width	Front Yd. Set Back (ft.) ^E	Side Yards (ft.)	Corner Side Yards (ft.)	Rear Yards (ft.)	Total Bldg. Coverage	Max. Ht. In (ft.)	Min. Flr. Area in Sq. Ft.	Max. Impervious Area ^A
AG	5 acres	200	50' local street 65' all other streets	25	35	50	25%	35	1,800	40%
RE	3 acres	100	50'/65'	25	35	50	25%	35	1,800	40%
R ^E	One acre	100	50'/65'	25	35	50	25%	35	1,800	50%
R-22 ^E	22,000 sq. ft.	100	35' local street 65' all other streets	25	35	30	25%	35	1,500	50%
R-15 ^E	15,000 sq. ft.	100	35' local street	10	20	25	25%	35	1,500	50%

			65' all other streets							
R-12 ^E	12,000 sq. ft.	80	30' local street 65' all other streets	10	20	30	25%	35	1,500	50%
R-10 ^E	10,000 sq. ft.	75	30' local street 65' all other streets	10	20	25	25%	35	1,500	50%
R-4A ^E	One acre	30	35' local street 65' all other streets	20 ^C	20	30	40%	35	1,200	60%
R-4D	5,000 sq. ft.	50	35'/65'	5	10	w/alley 0' no alley 20'	40%	35	1,500	60%
R-8A/D ^E	One acre (At-tached) 4,500 sq. ft. (De-tached)	50	35' local street 65' all other streets	5 adjacent property 10 between buildings	10	w/alley 0' no alley 20'	40%	35	1,200	60%

R-10M ^E	One acre	75	35' local street 65' all other streets	25 adjacent property 20 between buildings	35	50	None	35	None	60%
CUP ^D	100 acres	Cond.	Cond.	Cond.	Cond.	Cond.	Cond.	Cond.		70%
O-P	30,000 sq. ft.	NONE	50' local street 65' all other streets	15	50' local street 65' all other streets	15	40%	40		70%
O-I ^D	25 acres	None	50/65	15	50/65	15	40%	40		70%
C-1	30,000 sq. ft.	NONE	50' local street 65' all other streets	15	50' local street 65' all other streets	15	45%	35		80%
C-2	NONE	NONE	Cond.	Cond.	Cond.	10	70% 90% CBD	40		90% (95% CBD)
PSC ^D	10 acres	NONE	50/65	15	50/65	15	40	40		80%
L-I	One acre	NONE	50' local street 65' all other streets	15	50' local street 65' all other streets	15	35%	35		80%

OS & R	NONE	NONE	50/60	15	50/65	30	20	75	NONE	NONE
SU	NONE	NONE	50/65	10	50/65	10	70%	40		80%
MU	25 acres	Cond.	Cond.	Cond.	Cond.	Cond.	Cond.	Cond.		80%

A - Includes surface or deck parking.

B - Minimum lot width at setback line per unit.

C - Side yard set back from project boundaries and building groupings.

D - Area regulations conditional and are subject to a master plan.

E - All minimum lot sizes as noted are allowable if served by sanitary sewer. If sanitary sewer is not available to the property, then Fulton County Health Department (lot size) regulation shall apply for septic tank approval.

F - Tree save areas may overlap the building lot and building setback area. Such tree save areas must be identified on the land disturbance permit and dedicated on the final plat for permanent preservation.

([Ord. No. 718](#), § 13(Exh. A), 12-14-2015)

TABLE 2.2 LIST OF PERMISSIBLE AND CONDITIONAL USES

On the following table, an open circle "O" means that the use will be permitted in that district only if a Conditional Use Permit is granted by the City Council. An "X" means that the use is permitted in the zone district subject to the general provisions of the Unified Development Code. For uses not included in this list or when the Director of Community Development is unable to determine placement, application shall be made to the Board of Appeals for interpretation.

USES	A G	R E	R	R- 2 2	R- 1 5	R- 1 2	R- 1 0	R- 4 A	R- 4 D	R- 8A/ D	R- 10 M	CUP *	OI *	O P	C - 1	C - 2	PS C	L I	OS -R	S U	M U
Adult Entertainment Establishment																		O			
Airport, Public/Private	O											O						O		X	

Utility Substation	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	X	
Welding Shop																		X			
Wholesale (storage and distribution)												O					O	X			

([Ord. No. 671, § 1, 2-4-2013](#); [Ord. No. 675, § 1, 6-3-2013](#); [Ord. No. 692, § 1\(Exh. 1\), 7-21-2014](#); [Ord. No. 703, § 1, 6-1-2015](#); [Ord. No. 704, § 2, 6-1-2015](#); [Ord. No. 708, § 1, 8-10-2015](#); [Ord. No. 715, § 4, 9-28-2015](#); [Ord. No. 718, § 14\(Exh. B\), 12-14-2015](#))

SECTION 2.2 a. CONDITIONAL USE REVIEW CRITERIA	
When reviewing a conditional use, consideration shall be given to factors associated with the use including, but not limited to, the following:	
1. Site design	4. Vehicular trips generated by the use
2. Property access	5. Impact of the use on surrounding properties
3. Hours of operation of the business	6. Impact of the use on the natural features of the site

SECTION 2.3 - SUPPLEMENTARY REGULATIONS

2.3.1 General exemptions.

- A. *Heights—Exclusions.* The following structures are exempt from the height limitations imposed within each zoning district:
1. Church spires, cupolas, and chimneys.
 2. Agricultural accessory structures, such as barns, silos, windmills, and the like.
 3. Parapets and structures used for ornamental or aesthetic purposes not to exceed twelve (12) feet.
 4. Elevator penthouses not to exceed fifteen (15) feet.
 5. Mechanical equipment on building roofs or rooftop antennas provided any such equipment exceeding 12 feet in height shall be contained within a structure or otherwise screened from ground view from adjoining streets and properties.

- B. *Front Yard Requirements—Existing Residential Areas.* The setback requirements of this Ordinance shall not apply to any residential lot where the average setback on developed lots located adjacent to and on each side of such lot and within the same zoning district and fronting on the same street as such lot is less than the minimum required setback. In such cases, the setback of such a lot may be less than the required setback but not less than the average of the existing setbacks on the developed lots. In no case, however, shall setbacks be less than 15 feet.

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

C. *Double Frontage Lots.*

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

D. *Setbacks—Exclusions.*

1. No building or structure or projection thereof, including porch, deck, terrace or chimney, shall be erected closer to a property line than the applicable setback regulation prescribed herein allows. However, uncovered steps, patio slabs, driveways, walkways and roof overhangs of up to 18" may be located within setback areas.

2 Required setbacks may accommodate vegetated runoff reduction measures, provided such setbacks meet fire code standards. The runoff reduction measures may not compromise public safety such as the sight distance triangles required by the City. Above-ground cisterns, greenwalls, or other vertical runoff reduction measures shall require approval by the Community Development Director.

E. *Flag Lots.*

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

2.3.2 Temporary uses.

The Director may authorize a temporary use, as follows:

- A. Carnival, circus or fair, for a period not to exceed 4 days. A period not to exceed 30 days may be granted by the Director if the event is held within a designated amphitheater facility as defined by Code and confirmed by the Director. Site shall meet adequate parking and safety concerns and limit impacts to surrounding properties.
- B. Outdoor tent sales for a period not to exceed forty-five (45) days. Authorization may not be granted more than two (2) times per year, per property.
- C. Reserved.
- D. Religious meeting in a tent or other temporary structure in the AG, R-10M, CUP, O-I, C-1, and C-2 Districts, for a period not to exceed sixty (60) days.
- E. Open lot sale of Christmas trees, fruit and vegetables, and other harvested products in the AG, O-I, C-1, C-2 and L-I Districts, for a period not to exceed forty-five (45) days.

- F. Real estate sales office, related to an active development, in any district, for a period not to exceed one (1) year, provided no sleeping accommodations are maintained in the structure.
- G. Contractor's office, construction trailer and equipment shed, in any district, related to an active development, for a period of one (1) year provided that such office be placed on the property to which it is appurtenant.
- H. Commercial television or motion picture filming activities not to exceed seven (7) calendar days at any residential location, or a period not to exceed twenty-one (21) days if approved by the Mayor and Council. The director or the Mayor and Council may impose conditions to the issuance of the permit to minimize the disturbance to the residential neighborhood. These conditions may include neighborhood notification requirements, parking and traffic control, and limitations on the hours of operation. In no event shall filming activities commence prior to 7:00 a.m. or continue after 10:00 p.m.
- I. All temporary certificates of zoning compliance may be renewed provided that it is determined that said use is clearly of a temporary nature, will cause no increased traffic congestion and will not create a nuisance to surrounding uses.
- J. The director may require City Council review and approval of any temporary uses.
- K. Fireworks sales in a tent or other temporary structure in the L-1 District, for a period not to exceed ninety (90) days.

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

2.3.3 Accessory uses and structures.

- A. *Home Occupations.* An occupation, profession or trade customarily carried on by an occupant in a dwelling unit as a secondary use which is clearly incidental to the dwelling unit for residential purposes and which meets all of the following conditions:
 - 1. The use shall be carried on wholly within the dwelling unit principal building. The attachment of an accessory building by a breezeway, roof or similar structure shall not be deemed as sufficient for the accessory building to be considered as a portion of the primary building.
 - 2. Not more than 25% of the floor area, not to exceed 500 square feet, of the dwelling unit building shall be used for the conduct of the home occupation.
 - 3. No merchandise or articles shall be displayed for advertising purposes, nor be displayed in such a way as to be visible from outside the dwelling unit. Garage doors shall not be left in the open position when the garage is used for the storage of business related materials.
 - 4. No merchandise or articles shall be stored other than inside the dwelling unit.
 - 5. No equipment or business vehicles may be stored or parked on the premises except that 1 business vehicle (the carrying capacity of which shall not exceed 1andhalf; tons and shall not exceed six (6) tires and/or two (2) axles) used exclusively by the resident may be parked in a carport, garage or an approved parking space in the rear or side yard and not within the public street or right-of-way.
 - 6. A home occupation may not generate more than six non-residential trips per day to the home, excluding occupant trips.
 - 7. There shall be no alteration of the residential character of the dwelling unit or premises or structures on the premises.
 - 8. No person not a resident of the dwelling unit shall work in the dwelling unit in connection with the home occupation. This prohibition shall also apply to independent contractors and employees who serve the resident of the dwelling unit.

7. Private swimming pool and bathhouse or cabana. Swimming pool shall maintain a 20 foot setback from side and rear lot lines, or the same setback as the principle structure whichever is less. All other structures shall maintain a 10 foot setback from side and rear lot lines or the same setbacks as the principal building, whichever is less.
8. Structures designed and used for purposes of shelter in the event of man-made or natural catastrophes. Same setbacks shall apply as for the principal building.

2.3.4 Standards for dwelling, 'for-sale', detached houses.

- A. All detached 'For-Sale' dwellings shall meet or exceed the following requirements in addition to the requirements of all applicable Building Codes:
1. Each dwelling shall be connected to a potable water supply and sanitary sewage disposal system approved by the Fulton County Development Services Department.
 2. Foundation: The structure shall be attached to a permanent foundation constructed in accordance with the Building Code.
 3. Exterior siding: Exterior siding materials shall consist of wood, brick, stone, concrete, stucco, EIFS or similar materials, or lap siding of masonite, vinyl or similar materials, or any combination of the above.

The exterior siding shall extend the full height of the exterior walls, from the surrounding grade to the bottom of the eaves or other juncture with the roof.
 4. Roofs: All roof surfaces shall have a minimum pitch of 2.25:12 (2¼ inches of rise for every 12 inches of run), except that mansard and gambrel roofs must meet this requirement only for those surfaces that rise from the eaves. All roof surfaces exposed to view shall be covered with asphalt or fiberglass shingles, wood shakes or shingles, clay tiles, slate, standing seam metal or similar materials.
 5. Houses shall be at least 20 ft. in width.
 6. A porch or hard surfaced landing shall be provided at each exterior door and stairway top and bottom, which shall be at least as wide as the door it serves, but no less than 36 inches in width and 36 inches in depth.

2.3.5 Buffers and landscape requirements.

- A. *Buffers.* A lot zoned or used for a rental dwelling, office, institutional, commercial, industrial uses or occupied by a non 'For-Sale' residential use shall provide a fifty foot wide undisturbed buffer along all property lines adjoining property zoned for or used by 'For-Sale' residential purposes. Where commercial or industrial districts or developments abut R-10M zoning districts, the same buffer requirements apply. The undisturbed buffer shall be in addition to the required building setback line.

Except as otherwise provided, herein, buffer strips shall be preserved in their natural undisturbed state, except that sparsely planted buffers shall be enhanced with additional plant material. Enhancement plants must provide an opaque screen within two (2) years of planting and must meet the following standards: Plants must be a minimum of five (5) feet in height at time of installation; plant selection will consist of eighty (80) percent evergreen species and twenty (20) percent deciduous species; and plants will be spaced a maximum of eight (8) feet on center.

Undisturbed buffers shall not contain any surface parking or storm water detention facilities, basins, or any structures except that the Director may approve underground facilities within the buffer or the crossing of the buffer for the purpose of extending utilities. The Community Development Director may approve vegetated runoff reduction measures within the buffer. The planting requirements above may be varied to accommodate vegetated runoff reduction measures as part of an approved stormwater management plan, if properly designed to provide stormwater management and screening functions.

Stream buffers must be replanted where disturbed for approved access, ~~detention~~ and utility crossing. Replacement plants must be approved by the City arborist.

All buffer plantings are subject to the approval of the Director.

- B. *Parking Lot Screening.* Surface parking lots shall provide a minimum 200 square foot wide landscape island at the end of each parking bay, and a 200 square foot island located each 72 feet of single parking length. Each landscape island shall be planted with one shade tree. Alternate landscape configurations may be approved if the Community Development Director determines that the alternate design exceeds the standards above and/or is part of a smart stormwater design for the site that includes multi-functional, vegetated runoff reduction measures. An alternate configuration could also include the preservation and enhancement of existing trees which are provided above and beyond other tree preservation requirements which are deemed of community value by the Director; and which would result in a minimum of 50% parking lot coverage within 15 years.

The required tree area shall be protected against compaction and shall provide sufficient area for tree growth. Utilities are not allowed within the minimum area. The trees shall be maintained in accordance with best management practices as defined by the International Society of Arboriculture guidelines, and shall not be removed or pruned without permission from the city arborists.

C. *Landscape Strips.*

1. The City wants to promote tree lined streets therefore, a minimum of ten (10) feet wide landscape strip shall be provided along all public right-of-ways. Main streets which are listed below shall have twenty (20) foot landscape strips, except those located within the Historic Business District which shall have ten (10) feet wide landscape strips or landscaping as approved by the Director.

MAIN STREETS:

Highway 9

Mansell Road

Windward Parkway

Northpoint Parkway

Westside Parkway

Old Milton Parkway

Haynes Bridge Road

Kimball Bridge Road

2. No permanent structures other than signage are permitted within the landscape strip. This includes pavement, retaining walls, drainage structures, detention ponds, flumes, curbing, etc. Except that retaining walls built with decorative masonry and designed as a landscape feature may be located within the landscape strip subject to approval by the Director. All required plantings must be installed so as not to interfere with the structural integrity of the wall.
3. One (1) shade tree with a minimum 4 inch caliper shall be provided for every twenty-five (25) linear feet of landscape strip.

Shrubs shall be provided to screen paved areas and parking lots from the right-of-way. Shrubs shall be two (2) foot high at planting, two (2) rows deep and shall provide a screen within three (3) years of planting. Alternate screening methods such as fencing may be approved by the Director.

Shrubs and trees in quantities as specified above, shall be provided to screen all parking lots, utility areas, dumpsters and detention ponds.

1. Light industrial uses with an LI zoning district;
 2. Car lots;
 3. Automotive service stations;
 4. Commercial landscape nurseries;
 5. Outdoor temporary uses such as Christmas tree lots;
 6. Restaurant drive thru or walk up service;
 7. Outdoor café seating in conjunction with a dining establishment.
- B. Mobile homes as defined in this Ordinance (i.e. manufactured prior to 1976) are not allowed in any zoning district in accordance with State law.

SECTION 2.5 - PARKING AND LOADING^[1]

Areas suitable for parking vehicles in off-street locations shall be required in all districts at the time of the initial construction of any principal building or when a structural alteration or change in a principal building produces an increase in dwelling units, guest rooms, floor area, seating or bed capacity, or when a conversion in use occurs.

Off-street parking shall be provided and maintained in accordance with the following requirements. ~~A~~ parking study may be submitted to support a request for a proposed parking reduction. This study shall be reviewed by Community Development and must be approved prior to permitting.

([Ord. No. 718](#), § 17(Exh. C), 12-14-2015)

2.5.1 Number of vehicle parking spaces required.

The following number of off-street vehicle parking spaces shall be required for the respective use:

A. *Residential Uses.*

Dwelling, 'For-Sale', detached:

Two (2) spaces on the same lot for each dwelling unit, plus 1 additional space where a home occupation is permitted

Dwelling, 'For-Sale', attached; efficiency or one-bedroom units:

One and one-half (1½) spaces for each dwelling unit.

Two or more bedroom units:

One (1) space for each bedroom.

Bed and Breakfast:

One (1) space for each bedroom.

Dwelling, 'For-Rent', residential:

Two (2) spaces for each unit, plus one (1) guest space per 20 units.

Group Home/Congregate Housing:

2.5.5 Design criteria.

A. Parking Space Area Requirements. Including aisles, entrances and exits, each required off-street parking area, lot or other facility shall contain a minimum of 300 square feet of space for each vehicle to be accommodated. Not less than 80% of the parking spaces required by this Ordinance shall be standard parking spaces (9 feet by 19 feet). The dimensions of parking spaces and aisles shall be in accordance with the Parking Standards Illustration (Table 2.3). ~~)-In order to reduce impervious area, projects using runoff reduction measures may use alternative off street parking dimensions as specified in Table 2.3.a.~~

Accessible parking shall be designed and provided in accordance with the requirements of the Georgia Accessibility Code for Buildings and Facilities.

B. Permitted Percentage of Compact Car Parking Spaces. Up to 20% of the parking spaces required by this Ordinance may be compact car parking spaces (8 feet by 16 feet). Compact spaces shall be located on the periphery of the parking lot wherever possible.

C. Minimum Parking Bay Width. The minimum width for 90 degree parking bays shall be 60 feet for standard spaces and 54 feet for compact spaces- ~~, except for projects using runoff reduction measures, as noted in 2.5.5.A above.~~

D. Off-street parking lots, whether public or private, shall be graded to insure proper drainage, surfaced with concrete or asphalt on an approved base and maintained in good condition free of weeds, dust, trash and debris. A gravel surface may be used for parking when such parking is in excess of code requirements and located within 700' of a waterway.

E. Tree Preservation. To allow an existing or new development to preserve healthy existing trees within or adjacent to a parking lot, the number of required off-street parking spaces may be reduced by up to twenty percent (20%).

~~EF.~~ Within residential districts, gravel parking in existence as of 01/01/01 may remain. Such gravel parking areas shall accommodate a maximum of two vehicles and shall be contained on three sides by landscape timbers.

~~FG.~~ Pervious paving materials for parking areas are allowed as part of an approved stormwater management plan for the site with a long-term maintenance agreement.

~~FH.~~ Parking Lot Landscaping. See, Sec. 2.3.5.

~~I. -Multifunctional Functional Runoff Reduction Measures. To encourage multifunctional runoff reduction measures and provide incentives for their use, bioretention areas, vegetated swales, planter boxes, rainwater harvesting systems, and other vegetated BMPs may be used to meet the perimeter island, interior island, and median island landscaping requirements of this Chapter, and may be constructed in the designated landscape areas if part of an approved storm water management plan for the site and if screening functions are maintained.~~

([Ord. No. 718](#), § 17(Exh. C), 12-14-2015)

2.5.6 Public street access.

A. *Access to Parking Lots.* A plan of entrances, exits and storm water drainage shall be submitted to the Department of Community Development and approved prior to the issuance of a development permit for off-street parking lots, whether public or private. Installation of entrances, exits and drainage

systems shall have been completed prior to the issuance of a certificate of occupancy. All curb cut locations as well as widths shall comply with the Alpharetta Standard Drawings.

- B. *Driveways and Curb Cuts.* Local structures may have access points to parking lots as needed to fit the development, in accordance with professional traffic engineering practice. In general, curb cuts shall be spaced 300 feet apart and be located at least 300 feet away from a street intersection.
- C. *Vision Clearance.* In all districts no fence, wall, shrubbery or other obstruction to vision between the heights of 2½ feet and 10 feet above the finished grade of streets shall be erected, permitted or maintained within 20 feet of the intersection of the right-of-way lines of streets.

([Ord. No. 718](#), § 17(Exh. C), 12-14-2015)

2.5.7 Electric Vehicle Charging Stations.

All developments requiring 100 or more vehicle parking spaces shall provide electric vehicle charging stations. One (1) electric vehicle charging station for every 25 required vehicle parking spaces shall be required.

([Ord. No. 718](#), § 17(Exh. C), 12-14-2015)

2.5.8 Number of bicycle parking spaces required.

A. Residential Uses.

Dwelling, 'For-Rent':

One (1) bicycle space for every two (2) units.

B. Business Uses.

Retail, Office, Hotel, Place of Assembly, Entertainment:

One (1) bicycle space for every 25 required vehicle parking spaces.

C. Public and Semipublic Uses.

Schools (public/private):

One (1) bicycle space for every ten (10) employees, plus one (1) space for every four (4) students.

D. Miscellaneous/Other.

To be determined by the Transportation Engineer and/or Zoning Administrator.

([Ord. No. 718](#), § 17(Exh. C), 12-14-2015)

2.5.9 Prohibited parking.

- A. Except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer, no person shall:
 - 1. Park a vehicle, except temporarily for the purpose of and while actually engaged in loading or unloading of property or passengers, in acceleration or deceleration lane; or
 - 2. Park a vehicle overnight in a cul-de-sac located in a residential district.
 - 3. Park a vehicle on an unpaved surface in any commercial district, the front yard of a residence or the side yard if the side yard faces the street, except as provided for in Subsection 2.5.5(E).

- B. The City may, but is not required to, post no parking signs in areas where parking is prohibited in Paragraph 'A' above, and the failure to post signs shall not excuse any person from compliance with Paragraph 'A'.
- C. Paragraph 'A' of this section shall not apply to the driver of any vehicle which is disabled while on the roadway in such a manner and to such extent that is impossible to avoid stopping and temporarily leaving such disabled vehicle in such position.
- D. No inoperable vehicle shall be parked or stored on a street within a residential district. An automobile or other vehicle shall be deemed inoperable if it meets any one of the following criteria:
 - 1. It does not meet the Official Code of Georgia requirements for operating on a public street;
 - 2. It is extensively damaged, such damage including but not limited to any of the following: missing wheels, tires, motor or transmission;
 - 3. It is not operable on the public streets because it is not currently registered with the Georgia Department of Motor Vehicles;
 - 4. It is not capable of being operated on a public street due to missing or inoperable mechanical or electronic parts; or
 - 5. It has been continuously parked in the same location for a period of thirty (30) consecutive days.

([Ord. No. 718](#), § 17(Exh. C), 12-14-2015)

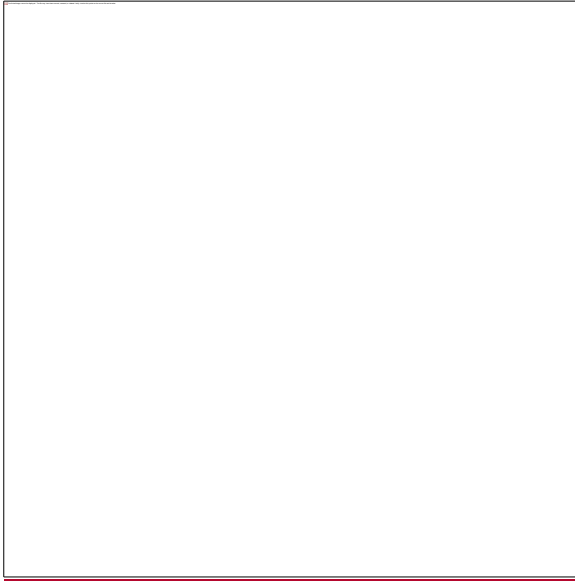
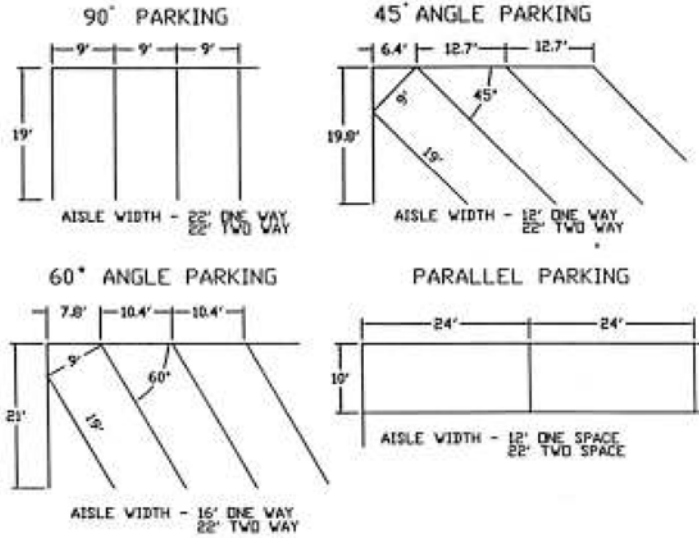
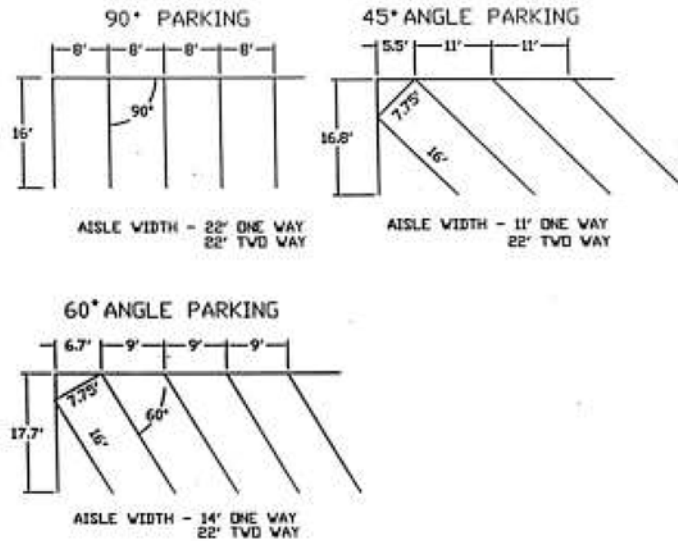


TABLE 2.3 - PARKING LOT STANDARDS

STANDARD STALL DIMENSIONS



COMPACT CAR STALL DIMENSIONS



NOTES:

1. FIRE LANES SHALL BE A MINIMUM OF TWENTY-FOUR (24) FEET.
2. DIMENSIONS SHOWN FOR PARKING STALLS ARE MINIMUM COLUMNS & OTHER OBSTRUCTIONS WILL BE ALLOWED IN THE FRONT TWO (2) FEET AND REAR FIVE (5) FEET OF THE LENGTH OF THE STALL, AND SHALL NOT INTRUDE MORE THAN SIX (6) INCHES INTO THE WIDTH OF THE STALL.
3. REFERENCE CITY OF ALPHARETTA STANDARD PLANS FOR CONSTRUCTION DETAILS.

Footnotes:

--- (1) ---

Editor's note— [Ord. No. 718](#), § 17(Exh. C), adopted Dec. 14, 2015, repealed the former § 2.5 (2.5.1—2.5.9), and enacted a new 2.5 (2.5.1—2.5.9) as set out herein. The former § 2.5 pertained to similar subject matter and derived from the original codification and Ord. No. 675, § 1, adopted June 3, 2013.

Table 2.3.a Alternative Criteria for Off-Street Parking

The following are recommended alternative criteria for offstreet parking design to reduce impervious area of the site.

<u>Angle</u>	<u>Base Module</u>	<u>Vehicle Projection</u>	<u>Aisle Width</u>	<u>Single Loaded Module</u>	<u>Wall to Interlock</u>	<u>Interlock to Interlock</u>	<u>Curb to Curb</u>	<u>Overhang</u>
<u>Θ</u>	<u>M₁</u>	<u>VP</u>	<u>A</u>	<u>M₂</u>	<u>M₃</u>	<u>M₄</u>	<u>M₅</u>	<u>Overhang</u>
<u>30</u>	<u>41'-2"</u>	<u>15'-1"</u>	<u>11'-0"</u>	<u>26'-1"</u>	<u>37'-6"</u>	<u>33'-10"</u>	<u>38'-8"</u>	<u>1'-3"</u>
<u>45</u>	<u>47'-0"</u>	<u>17'-7"</u>	<u>11'-10"</u>	<u>29'-5"</u>	<u>44'-0"</u>	<u>41'-0"</u>	<u>43'-6"</u>	<u>1'-9"</u>
<u>60</u>	<u>51'-6"</u>	<u>19'-0"</u>	<u>13'-6"</u>	<u>32'-6"</u>	<u>49'-4"</u>	<u>47'-2"</u>	<u>47'-2"</u>	<u>2'-2"</u>
<u>90</u>	<u>59'-0"</u>	<u>18'-0"</u>	<u>23'-0"</u>	<u>41'-0"</u>	<u>59'-0"</u>	<u>59'-0"</u>	<u>54'-0"</u>	<u>2'-6"</u>

<u>Low Turnover</u>			<u>Medium Turnover</u>			<u>High Turnover</u>		
<u>Angle</u>	<u>Width Projection</u>	<u>Interlock</u>	<u>Width Projection</u>	<u>Interlock</u>	<u>Width Projection</u>	<u>Interlock</u>	<u>Width Projection</u>	<u>Interlock</u>
<u>Θ</u>	<u>WP</u>	<u>I</u>	<u>WP</u>	<u>I</u>	<u>WP</u>	<u>I</u>	<u>WP</u>	<u>I</u>
<u>30</u>	<u>16'-6"</u>	<u>3'-7"</u>	<u>17'-0"</u>	<u>3'-8"</u>	<u>16'-6"</u>	<u>3'-9"</u>	<u>18'-0"</u>	<u>3'-11"</u>
<u>45</u>	<u>11'-8"</u>	<u>2'-11"</u>	<u>12'-0"</u>	<u>3'-0"</u>	<u>12'-4"</u>	<u>3'-1"</u>	<u>12'-9"</u>	<u>3'-2"</u>
<u>60</u>	<u>9'-6"</u>	<u>2'-1"</u>	<u>9'-10"</u>	<u>2'-2"</u>	<u>10'-1"</u>	<u>2'-2"</u>	<u>10'-5"</u>	<u>2'-3"</u>
<u>90</u>	<u>8'-3"</u>	<u>0'-0"</u>	<u>8'-6"</u>	<u>0'-0"</u>	<u>8'-9"</u>	<u>0'-0"</u>	<u>9'-0"</u>	<u>0'-0"</u>

Source: Urban Land Institute. (2010). The Dimensions of Parking, Fifth Edition. National Parking

Association.

Notes: Recommendations assume (1)on-way traffic for Ailes less than 90 degrees, and two-way traffic for 90 degree parking; (2)double loaded aisles; and (3)a design vehicle that is 6'7" by 17'3".

This publication was under the direct supervision of Dennis Sinnett, Vice President, and Rachael Calloway, Editor, of the Municipal Code Corporation, Tallahassee, Florida. Credit is gratefully given to the other members of the publisher's staff for their sincere interest and able assistance throughout the project.

The publisher is most grateful to Coty Thigpen, City Clerk, and Elicia Taylor, Boards Assistant, for their cooperation and assistance during the progress of the work on this publication. It is hoped that their efforts and those of the publisher have resulted in a Unified Development Code of Ordinances which will make the active law of the city readily accessible to all citizens and which will be a valuable tool in the day-to-day administration of the city's affairs.

Copyright

All editorial enhancements of this Code are copyrighted by Municipal Code Corporation and the City of Alpharetta, Georgia. Editorial enhancements include, but are not limited to: organization; table of contents; section catchlines; prechapter section analyses; editor's notes; cross references; state law references; numbering system; code comparative table; state law reference table; and index. Such material may not be used or reproduced for commercial purposes without the express written consent of Municipal Code Corporation and the City of Alpharetta, Georgia.

© Copyrighted material.
Municipal Code Corporation and the City of Alpharetta, Georgia. 2014.

ARTICLE III. - LAND DEVELOPMENT ACTIVITIES

SECTION 3.1 - SITE GRADING AND LAND DISTURBANCE

3.1.1 Soil erosion and sedimentation control.

This Ordinance will be known as the "Alpharetta Soil Erosion and Sedimentation Control Ordinance".

- A. *Definitions.* The following definitions shall apply in the interpretation and enforcement of this Ordinance, unless otherwise specifically stated:

Best Management Practices (BMPS). A collection of structural practices and vegetative measures which, when properly designed, installed and maintained, will provide effective erosion and sedimentation control. The term "properly designed" means designed in accordance with the hydraulic design specifications contained in the "Manual for Erosion and Sediment Control in Georgia" specified in O.C.G.A. § 12-7-6 subsection (b).

Board. The Board of Natural Resources.

Buffer. The area of land immediately adjacent to the banks of State Waters in its natural state of vegetation, which facilitates the protection of water quality and aquatic habitat.

Certified Personnel. A person who has successfully completed the appropriate certification course approved by the Georgia Soil and Water Conservation Commission.

Commission. The Georgia Soil and Water Conservation Commission (GSWCC).

CPESC. Certified Professional in Erosion and Sediment control with current certification by Certified Professional in Erosion and Sediment Control Inc., a corporation registered in North Carolina, which is also referred to as CPESC or CPESC, Inc.

Cut. A portion of land surface or area from which earth has been removed or will be removed by excavation; the depth below original ground surface or excavated surface. Also known as excavation.

Department. The Georgia Department of Natural Resources (DNR).

Design Professional. A professional licensed by the State of Georgia in the field of: engineering, architecture, landscape architecture, forestry, geology, or land surveying; or a person that is a Certified Professional in Erosion and Sediment Control (CPESC) with a current certification by Certified Professional in Erosion and Sediment Control.

Director. The Director of the Environmental Protection Division of the Georgia Department of Natural Resources or an authorized representative.

District. The Fulton County Soil and Water Conservation District.

Division. The Environmental Protection Division (EPD) of the Georgia Department of Natural Resources.

Drainage Structure. A device composed of a virtually nonerodible material such as concrete, steel, plastic or other such material that conveys water from one place to another by intercepting the flow and carrying it to a release point for stormwater management, drainage control, or flood control purposes.

Erosion. The process by which land surface is worn away by the action of the wind, water, ice, or gravity.

Erosion, Sedimentation and Pollution Control Plan. A plan required by the Erosion and Sedimentation Act O.C.G.A. Chapter 12-7, that includes, as a minimum protection, at least as stringent as the State General Permit, best management practices, and requirements in Subsection 3.1.1.C. of this ordinance. A plan for the control of soil erosion and sedimentation resulting from a land-disturbing activity. Also known as the "plan".

Fill. A portion of land surface to which soil or other solid material has been added; the depth above the original ground.

Final Stabilization. All soil disturbing activities at the site have been completed, and that for unpaved areas and areas not covered by permanent structures and areas located outside the waste disposal limits of a landfill cell that has been certified by EPD for waste disposal, 100% of the soil surface is uniformly covered in permanent vegetation with a density of 70% or greater, or equivalent permanent stabilization measures (such as the use of rip rap, gabions, permanent mulches or geotextiles) have been used. Permanent vegetation shall consist of: planted trees, shrubs, perennial vines; a crop of perennial vegetation appropriate for the time of year and region; or a crop of annual vegetation and a seeding of target crop perennials appropriate for the region. Final stabilization applies to each phase of construction.

Finished Grade. The final elevation and contour of the ground after cutting or filling and conforming to the proposed design.

Grading. Altering the shape of ground surfaces to a predetermined condition; this includes stripping, cutting, filling, stockpiling and shaping or any combination thereof and shall include the land in its cut or filled condition.

Ground Elevation. The original elevation of the ground surface prior to cutting or filling.

Land-Disturbing Activity. Any activity which may result in soil erosion from water or wind and the movement of sediments into State Waters or onto lands within the state, including, but not limited to, clearing, dredging, grading, excavating, transporting, and filling of land but not including agricultural practices as described in Subsection 3.1.1.B.5.

Larger Common Plan of Development or Sale. A contiguous area where multiple separate and distinct construction activities are occurring under one plan of development or sale. For the purposes of this Paragraph, "plan" means an announcement; piece of documentation such as a sign, public notice or hearing, sales pitch, advertisement, drawing, permit application, zoning request, or computer design; or physical demarcation such as boundary signs, lot stakes, or surveyor markings, indicating that construction activities may occur on a specific plot.

Local Issuing Authority. The governing authority of any county or municipality which is certified pursuant to subsection (a) O.C.G.A. § 12-7-8.

Metropolitan River Protection Act (MRPA). A state law referenced as O.C.G.A. § 12-5-440 et seq., which addresses environmental and developmental matters in certain metropolitan river corridors and their drainage basins.

Natural Ground Surface. The ground surface in its original state before any grading, excavation, or filling.

Nephelometric Turbidity Units (NTU). Numerical units of measure based upon photometric analytical techniques for measuring the light scattered by finely divided particles of a substance in suspension. This technique is used to estimate the extent of turbidity in water in which colloiddally dispersed particles are present.

NOI. A Notice of Intent form provided by EPD for coverage under the State General Permit.

NOT. A Notice of Termination form provided by EPD to terminate coverage under the State General Permit.

Operator. The party or parties that have: (A) operational control of construction project plans and specifications, including the ability to make modifications to those plans and specifications; or (B) day-to-day operational control of those activities that are necessary to ensure compliance with a stormwater pollution prevention plan for the site or other permit conditions, such as a person authorized to direct workers at a site to carry out activities required by the stormwater pollution prevention plan or to comply with other permit conditions.

Outfall. The location where stormwater in a discernible, confined and discrete conveyance, leaves a facility or site or, if there is a receiving water on site, becomes a point source discharging into that receiving water.

Permit. The authorization necessary to conduct a land-disturbing activity under the provisions of this Ordinance.

Person. Any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, state agency, municipality or other political subdivision of this State of Georgia, any interstate body or other legal entity.

Phase or Phased. Sub-parts or segments of construction projects where the sub-part or segment is constructed and stabilized prior to completing construction activities on the entire construction site.

Project. The entire proposed development project regardless of the size of the area of land to be disturbed.

Properly Designed. Designed in accordance with the design requirements and specifications contained in the Manual for Erosion and Sediment Control in Georgia (Manual) published by the Georgia Soil and Water Conservation Commission as of January 1 of the year in which the land-disturbing activity was permitted and amendments to the Manual as approved by the Commission up until the date of NOI submittal.

Qualified Personnel. Any person who meets or exceeds the education and training requirements of O.C.G.A. § 12-7-19.

Roadway Drainage Structure. A device such as a bridge, culvert, or ditch, composed of a virtually nonerodible material such as concrete, plastic, steel, or other such material that conveys water under a roadway by intercepting the flow on one side of a traveled way consisting of one or more defined lanes, with or without shoulder areas, and carrying water to a release point on the other side.

Sediment. Solid material, both organic and inorganic, that is in suspension, is being transported, or has been moved from its site of origin by air, water, ice, or gravity as a product of erosion.

Sedimentation. The process by which eroded material is transported and deposited by the action of water, wind, ice, or gravity.

Soil and Water Conservation District Approved Plan. An erosion and sedimentation control plan approved in writing by the Fulton County Soil and Water Conservation District.

Stabilization. The process of establishing an enduring soil cover of vegetation by the installation of temporary or permanent structures for the purpose of reducing to a minimum the erosion process and the resultant transport of sediment by wind, water, ice or gravity.

State General Permit. The National Pollution Discharge Elimination System general permit or permits for stormwater runoff from construction activities as is now in effect or as may be amended or reissued in the future pursuant to the state's authority to implement the same through federal delegation under the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251, et seq., and subsection (f) of Code Section 12-5-30.

State Waters. Any and all rivers, streams, creeks, branches, lakes, reservoirs, ponds, drainage systems, springs, wells, and other bodies of surface or subsurface water, natural or artificial, lying within or forming a part of the boundaries of the state which are not entirely confined and retained completely upon the property of a single individual, partnership, or corporation.

Structural Erosion and Sedimentation Control Practices. Practices for the stabilization of erodible or sediment producing areas by utilizing the mechanical properties of matter for the purpose of either changing the surface of the land or storing, regulating or disposing of runoff to prevent excessive sediment loss. Examples of structural erosion and sediment control practices are riprap, sediment basins, dikes, level spreaders, waterways or outlets, diversions, grade stabilization structures, sediment traps and land grading, etc. Such measures can be found in the publication *Manual for Erosion and Sediment Control in Georgia*.

Trout Streams. All streams or portions of streams within the watershed as designated by the Game and Fish Division of the Georgia Department of Natural Resources under the provisions of the Georgia Water Quality Control Act, O.C.G.A. § 12-5-20 et seq. Streams designated as primary trout waters are defined as water supporting a self-sustaining population of rainbow, brown or brook trout. Streams designated as secondary trout waters are those in which there is no evidence of natural trout reproduction, but are capable of supporting trout throughout the year. First order trout waters are streams into which no other streams flow except springs.

Vegetative Erosion and Sedimentation Control Measures. Measures for the stabilization of erodible or sediment-producing areas by covering the soil with:

1. Permanent seeding, sprigging or planting, producing long-term vegetative cover; or
2. Temporary seeding, producing short-term vegetative cover; or
3. Sodding, covering areas with a turf of perennial sod-forming grass.

Such measures can be found in the publication *Manual for Erosion and Sediment Control in Georgia*.

Watercourse. Any natural or artificial watercourse, stream, river, creek, channel, ditch, canal, conduit, culvert, drain, waterway, gully, ravine, or wash in which water flows either continuously or intermittently and which has a definite channel, bed and banks, and including any area adjacent thereto subject to inundation by reason of overflow or floodwater.

Wetlands. Those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

B. *Exemptions.* This Ordinance shall apply to any land-disturbing activity undertaken by any person on any land except for the following:

1. Surface mining, as the same is defined in O.C.G.A. § 12-4-72, "Mineral Resources and Caves Act";
2. Granite quarrying and land clearing for such quarrying;
3. Such minor land-disturbing activities as home gardens and individual home landscaping, repairs, maintenance work, fences and other related activities which result in minor soil erosion;

4. The construction of 'For-Sale' dwellings when such construction disturbs less than one acre and is not a part of a larger common plan of development or sale with a planned disturbance of equal to or greater than one acre and not otherwise exempted under this Subsection; provided, however, that construction of any such residence shall conform to the minimum requirements as set forth in Subsection 3.1.1.C. of this Ordinance and this Subsection. For residential construction covered by the provisions of this Subsection, there shall be a buffer zone between the residence and any State Waters classified as trout streams pursuant to Article 2 of Chapter 5 of the Georgia Water Quality Control Act. In any such buffer zone, no land-disturbing activity shall be constructed between the residence and the point where vegetation has been wrested by normal stream flow or wave action from the banks of the trout waters. For primary trout waters, the buffer zone shall be at least fifty (50) horizontal feet and no variance to a smaller buffer shall be granted. For secondary trout waters, the buffer zone shall be at least fifty (50) horizontal feet but the Director may grant variances to no less than twenty-five (25) feet. Regardless of whether a trout stream is primary or secondary, for first order trout waters, which are streams into which no other streams flow except for springs, the buffer shall be at least twenty-five (25) horizontal feet and no variance to a smaller buffer shall be granted. The minimum requirements of Subsection 3.1.1.C. of this Ordinance and the buffer zones provided by this Section shall be enforced by the Local Issuing Authority;
5. Agricultural operations as defined in O.C.G.A. § 1-3-3, "definitions", to include raising, harvesting or storing of products of the field or orchard; feeding, breeding or managing livestock or poultry; producing or storing feed for use in the production of livestock, including but not limited to cattle, calves, swine, hogs, goats, sheep, and rabbits or for use in the production of poultry, including but not limited to chickens, hens and turkeys; producing plants, trees, fowl, or animals; the production of aqua culture, horticultural, dairy, livestock, poultry, eggs and apiarian products; farm buildings and farm ponds;
6. Forestry land management practices, including harvesting; provided, however, that when such exempt forestry practices cause or result in land-disturbing or other activities otherwise prohibited in a buffer, as established in Paragraphs o. and p. of Subsection 3.1.1.C.3. of this Ordinance, no other land-disturbing activities, except for normal forest management practices, shall be allowed on the entire property upon which the forestry practices were conducted for a period of three (3) years after completion of such forestry practices;
7. Any project carried out under the technical supervision of the Natural Resources Conservation Service of the United States Department of Agriculture;
8. Any project involving one-tenth (1/10) acre or less; provided, however, that this exemption shall not apply to any land-disturbing activity within a larger common plan of development or sale with a planned disturbance of equal to or greater than one acre or within two hundred feet (200') of the bank of any State Waters, and for purposes of this Subsection, "State Waters" excludes channels and drainageways which have water in them only during and immediately after rainfall events and intermittent streams which do not have water in them year-round; provided, however, that any person responsible for a project which involves less than one-tenth (1/10) acre, which involves land-disturbing activity, and which is within two hundred feet (200') of any such excluded channel or drainageway, must prevent sediment from moving beyond the boundaries of the property on which such project is located and provided, further, that nothing contained herein shall prevent the City from regulating any such project which is not specifically exempted by Subsections 1, 2, 3, 4, 5, 6, 7, 9, or 10 of this Section.
9. Construction or maintenance projects, or both, undertaken and/or financed in whole or in part by the Department of Transportation, the Georgia Highway Authority, or the State Tollway Authority; or any road construction or maintenance project, or both, undertaken by any county or municipality; provided, however, that construction or maintenance projects of the Department of Transportation or State Tollway Authority which disturb one or more contiguous acres of land shall be subject to provisions of O.C.G.A. § 12-7-7.1; except where the Department of Transportation, the Georgia Highway Authority, or the State Road and Tollway Authority is a secondary permittee for a project located within a larger common plan of development or sale

under the state general permit, in which case a copy of a notice of intent under the state general permit shall be submitted to the City, the City shall enforce compliance with the minimum requirements set forth in O.C.G.A. § 12-7-6 as if a permit had been issued, and violations shall be subject to the same penalties as violations by permit holders;

10. Any land-disturbing activities conducted by any electric membership corporation or municipal electrical system or any public utility under the regulatory jurisdiction of the Public Service Commission, any utility under the regulatory jurisdiction of the Federal Energy Regulatory Commission, any cable television system as defined in O.C.G.A. § 36-18-1, or any agency or instrumentality of the United States engaged in the generation, transmission, or distribution of power; except where an electric membership corporation or municipal electrical system or any public utility under the regulatory jurisdiction of the Public Service Commission, any utility under the regulatory jurisdiction of the Federal Energy Regulatory Commission, any cable television system as defined in O.C.G.A. § 36-18-1, or any agency or instrumentality of the United States engaged in the generation, transmission, or distribution of power is a secondary permittee for a project located within a larger common plan of development or sale under the state general permit, in which case a copy of a notice of intent under the state general permit shall be submitted to the City, the City shall enforce compliance with the minimum requirements set forth in O.C.G.A. § 12-7-6 as if a permit had been issued, and violations shall be subject to the same penalties as violations by permit holders; and

11. Any public water system reservoir.

C. *Minimum Requirements For Erosion And Sedimentation Control Using Best Management Practices.*

1. General Provisions. Excessive soil erosion and resulting sedimentation can take place during land-disturbing activities. Therefore, plans for those land-disturbing activities which are not exempted by this Ordinance shall contain provisions for application of soil erosion and sedimentation control measures and practices. The provisions shall be incorporated into the erosion and sedimentation control plans. Soil erosion and sedimentation control measures and practices shall conform to the requirements of Subsections 3.1.1.C.2. and 3. of this Ordinance. The application of measures and practices shall apply to all features of the site, including street and utility installations, drainage facilities and other temporary and permanent improvements. Measures shall be installed to prevent or control erosion and sedimentation pollution during all stages of any land-disturbing activity.
2. Minimum Requirements/BMPs.
 - a. Best management practices, as set forth in Subsections 3.1.1.C.2. and 3. of this Ordinance, shall be required for all land-disturbing activities. Proper design, installation, and maintenance of best management practices shall constitute a complete defense to any action by the Director or to any other allegation of noncompliance with Paragraph b of Subsection 3.1.1.C.2. or any substantially similar terms contained in a permit for the discharge of stormwater issued pursuant to subsection (f) of O.C.G.A. § 12-5-30, the "Georgia Water Quality Control Act". As used in this Subsection, the terms "proper design" and "properly designed" means designed in accordance with the hydraulic design specifications contained in the Manual for Erosion and Sediment Control in Georgia specified in O.C.G.A. § 12-7-6 subsection (b).
 - b. A discharge of stormwater runoff from disturbed areas where best management practices have not been properly designed, installed and maintained shall constitute a separate violation of any land-disturbing permit issued by the City or of any state general permit issued by the Division pursuant to subsection (f) of O.C.G.A. § 12-5-30, the "Georgia Water Quality Control Act", for each day on which such discharge results in the turbidity of the receiving waters being increased by more than twenty-five (25) nephelometric turbidity units for waters supporting warm water fisheries or by more than ten (10) nephelometric turbidity units for waters classified as trout waters. The turbidity of the receiving waters shall be measured in accordance with guidelines to be issued by the Director. This Subsection shall not apply to any land disturbance associated with the construction of 'For-

Sale' dwellings which are not part of a larger common plan of development or sale unless the planned disturbance for such construction is equal to or greater than five acres.

- c. Failure to properly design, install, or maintain best management practices shall constitute a violation of any land-disturbing permit issued by the City or of any state general permit issued by the Division pursuant to subsection (f) of O.C.G.A. § 12-5-30, the "Georgia Water Quality Control Act", for each day on which such failure occurs.
 - d. The Director may require, in accordance with regulations adopted by the Board, reasonable and prudent monitoring of the turbidity level of receiving waters into which discharges from land-disturbing activities occur.
 - e. The LIA may set more stringent buffer requirements than stated in Subsections 3.1.1.C.3.o. and p. in light of O.C.G.A. § 12-7-6(c).
3. The rules and regulations, ordinances, or resolutions adopted pursuant to this Section for the purpose of governing land-disturbing activities shall require, as a minimum, protections at least as stringent as the state general permit; and best management practices, including sound conservation and engineering practices to prevent and minimize erosion and resultant sedimentation, which are consistent with, and no less stringent than, those practices contained in the *Manual for Erosion and Sediment Control in Georgia* published by the Georgia Soil and Water Conservation Commission as of January 1 of the year in which the land-disturbing activity was permitted, as well as the following:
- a. Stripping of vegetation, regrading and other development activities shall be conducted in a manner so as to minimize erosion;
 - b. Cut-fill operations must be kept to a minimum;
 - c. Development plans must conform to topography and soil type so as to create the lowest practical erosion potential;
 - d. Whenever feasible, natural vegetation shall be retained, protected and supplemented;
 - e. The disturbed area and the duration of exposure to erosive elements shall be kept to a practicable minimum;
 - f. Disturbed soil shall be stabilized as quickly as practicable;
 - g. Temporary vegetation or mulching shall be employed to protect exposed critical areas during development;
 - h. Permanent vegetation and structural erosion control measures shall be installed as soon as practicable;
 - i. To the extent necessary, sediment in runoff water must be trapped by the use of debris basins, sediment basins, silt traps, or similar measures until the disturbed area is stabilized. As used in this Subsection, a disturbed area is stabilized when it is brought to a condition of continuous compliance with the requirements of O.C.G.A. § 12-7-1 et seq.;
 - j. Adequate provisions must be provided to minimize damage from surface water to the cut face of excavations or the sloping surface of fills;
 - k. Cuts and fills may not endanger adjoining property;
 - l. Fills may not encroach upon natural watercourses or constructed channels in a manner so as to adversely affect other property owners;
 - m. Grading equipment must cross flowing streams by means of bridges or culverts except when such methods are not feasible, provided, in any case, that such crossings are kept to a minimum;
 - n. Land-disturbing activity plans for erosion and sedimentation control shall include provisions for treatment or control of any source of sediments and adequate sedimentation control

facilities to retain sediments on-site or preclude sedimentation of adjacent waters beyond the levels specified in Paragraph b. of Subsection 3.1.1.C.2. of this Ordinance.

- o. Except as provided in Paragraph p of this Subsection, there is established a twenty-five (25) foot buffer along the banks of all State Waters, as measured horizontally from the point where vegetation has been wrested by normal stream flow or wave action, except where the Director determines to allow a variance that is at least as protective of natural resources and the environment, where otherwise allowed by the Director pursuant to O.C.G.A. § 12-2-8, or where a drainage structure or a roadway drainage structure must be constructed, provided that adequate erosion control measures are incorporated in the project plans and specifications, and are implemented; provided, however, the buffers of at least twenty-five (25) feet established pursuant to part 6 of Article 5, Chapter 5 of Title 12, the "Georgia Water Quality Control Act", shall remain in force unless a variance is granted by the Director as provided in this Paragraph. The following requirements shall apply to any such buffer:
 - (1) No land-disturbing activities shall be conducted within a buffer and a buffer shall remain in its natural, undisturbed state of vegetation until all land-disturbing activities on the construction site are completed. Once the final stabilization of the site is achieved, a buffer may be thinned or trimmed of vegetation as long as a protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; provided, however, that any person constructing a 'For-Sale' dwelling when such residence is constructed by or under contract with the owner for his or her own occupancy, may thin or trim vegetation in a buffer at any time as long as protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; and
 - (2) The buffer shall not apply to the following land-disturbing activities, provided that they occur at an angle, as measured from the point of crossing, within twenty-five (25) degrees of perpendicular to the stream; cause a width of disturbance of not more than fifty (50) feet within the buffer; and adequate erosion control measures are incorporated into the project plans and specifications and are implemented: (i) Stream crossings for water lines; or (ii) Stream crossings for sewer lines.
- p. There is established a fifty (50) foot buffer as measured horizontally from the point where vegetation has been wrested by normal stream flow or wave action, along the banks of any State Waters classified as "trout streams" pursuant to Article 2 of Chapter 5 of Title 12, the "Georgia Water Quality Control Act", except where a roadway drainage structure must be constructed; provided, however, that small springs and streams classified as trout streams which discharge an average annual flow of twenty-five (25) gallons per minute or less shall have a twenty-five (25) foot buffer or they may be piped, at the discretion of the landowner, pursuant to the terms of a rule providing for a general variance promulgated by the Board, so long as any such pipe stops short of the downstream landowner's property and the landowner complies with the buffer requirement for any adjacent trout streams. The Director may grant a variance from such buffer to allow land-disturbing activity, provided that adequate erosion control measures are incorporated in the project plans and specifications and are implemented. The following requirements shall apply to such buffer:
 - (1) No land-disturbing activities shall be conducted within a buffer and a buffer shall remain in its natural, undisturbed state of vegetation until all land-disturbing activities on the construction site are completed. Once the final stabilization of the site is achieved, a buffer may be thinned or trimmed of vegetation as long as a protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; provided, however, that any person constructing a 'For-Sale' dwelling when such residence is constructed by vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed, and

- (2) The buffer shall not apply to the following land-disturbing activities, provided that they occur at an angle, as measured from the point of crossing, within twenty-five (25) degrees of perpendicular to the stream; cause a width of disturbance of not more than fifty (50) feet within the buffer; and adequate erosion control measures are incorporated into the project plans and specifications and are implemented: (i) Stream crossings for water lines; or (ii) Stream crossings for sewer lines.

q. Disturbed areas of any permitted land development project should be limited at any time to a maximum of twenty (20) acres. Larger areas of disturbance may be permitted with the written approval of the Community Development Director.

r. Where possible, heavy equipment operation, storage of bulk materials, heavy trafficking, and planned building area should avoid soils with high permeability. Soil permeability shall be based on the most recent soil survey or the best information available.

s. Where possible, natural drainage pathways and conveyances, should be preserved and/or enhanced.

4. Nothing contained in this Section shall prevent the City from adopting rules and regulations, ordinances or resolutions that contain stream buffer requirements that exceed the minimum requirements in Subsections 3.1.1.C.2 and 3 of this Ordinance.
5. The fact that a land-disturbing activity for which a permit has been issued results in injury to the property of another shall neither constitute proof of nor create a presumption of a violation of the standards provided for in this Ordinance or the terms of the permit.

D. Application/Permit Process.

1. *General.* The property owner, developer and designated planners and engineers shall review the general development plans and detailed plans of the City that affect the tract to be developed and the area surrounding it. They shall review local ordinances including but not limited to: zoning, stormwater management, subdivision, flood damage prevention, wetland protection, this ordinance, and others, which regulate the development of land within the jurisdictional boundaries of the City. However, the owner and/or operator is the only party that can obtain a permit.
2. *Application requirements.*
 - a. No person shall conduct any land-disturbing activity within the jurisdictional boundaries of the City without first obtaining a permit from the City Engineer to perform such activity and providing a copy of the Notice of Intent submitted to EPD if applicable.
 - b. The application for a permit shall be submitted to the City Engineer and must include the applicant's erosion and sedimentation control plan with supporting data, as necessary. Said plans shall include, as a minimum, the data specified in Subsection 3.1.1.D.3. of this Ordinance. Erosion, sedimentation, and pollution control plans, together with supporting data, must demonstrate affirmatively that the land-disturbing activity proposed will be carried out in such a manner that the provisions of Subsections 3.1.1.C.2. and 3. of this Ordinance will be met. Applications for a permit will not be accepted unless accompanied by six (6) copies of the applicant's soil erosion and sedimentation control plans. All applications shall contain a certification stating that the plan preparer or the designee thereof visited the site prior to creation of the plan in accordance with EPD Rule 391-3-7-10.
 - c. A fee payable to the City shall be paid with each application. The amount of the fee shall be established from time to time by the City Council.
 - d. In addition to the local permitting fees, fees will also be assessed pursuant to paragraph (5) subsection (a) of O.C.G.A. § 12-5-23, provided that such fees shall not exceed \$80.00 per acre of land-disturbing activity, and these fees shall be calculated and paid by the primary permittee as defined in the state general permit for each acre of land-disturbing activity

- k. A delineation of tree save areas in which trees have been inventoried for density calculations;
- l. If applicable, locations and details of all permanent tree protection measures (tree wells, aeration systems, permeable paving, retaining walls, bollards, etc.); and
- m. Additional information as required on a case-by-case basis.

The above items may be integrated into the normal application requirements and submittals.

- B. Minor additions to existing development require only a sketch showing changes to be submitted to the Director for review and approval.

3.2.7 Minimum tree density requirement.

- A. All sites within the City other than 'For-Sale' residential lots shall maintain a Minimum Tree Density of twenty (20) units per acre. All sites within the City other than 'For-Sale' residential lots shall maintain a minimum tree density of 20 units per acre. The term "unit" is an expression of basal area as defined herein, and is not synonymous with "tree". The density requirement must be met whether or not a site had trees prior to development. The density may be achieved by counting existing trees to be preserved, planting new trees in accordance with the minimum standards of this Ordinance, or some combination of the two. Minimum tree density shall be calculated and established pursuant to the formula and analysis set forth in Appendix A to this Ordinance. The developer shall be subject to the minimum tree density requirement set forth in this paragraph, but the developer shall base its density calculations on the net site area excluding the acreage required for Buffers and infrastructure improvements (roads, utility lines, detention ponds, etc.). In no event shall a parking lot be considered an infrastructure improvement.
- B. All newly constructed 'For-Sale' residential lots in the City shall maintain a minimum tree density based upon the maximum number of trees that can be maintained within thirty percent (30%) of the lot's plantable area, taking into consideration the standards established in this Ordinance for tree size and separation. The density requirement must be met whether or not the individual lot had trees prior to development. The density requirement is calculated by determining lot size and deducting the impervious area, assigning the necessary root zone for trees (400 sq. ft. for Overstory trees and 200 sq. ft. for Understory trees). All 'For-Sale' residential lots constructed prior to the effective date of this Ordinance are required to maintain the requirements of this Section at a twenty percent (20%) level, rather than the thirty percent (30%) requirement used for new construction.
- C. The density may be achieved by counting existing trees to be preserved, planting new trees according to the minimum standards of this Ordinance, or some combination of the two. In addition, replanting on such lots shall be at a ratio of not less than one (1) Overstory tree (minimum two-inch (2") caliper) for every three (3) Understory trees (minimum one-inch (1") caliper). No more than thirty percent (30%) of any one genus may be included in any replanting plan. Vegetated runoff reduction measures which include trees may count toward the tree density requirement.
- D. Notwithstanding the foregoing, it is required that all reasonable efforts be made to save Specimen trees. (Reasonable efforts shall include, but not be limited to, alternate building design, building location, parking area layout, parking area location, water retention location and the like). Developers shall receive a density credit of two (2) times the assigned unit value for each Specimen Tree saved by utilizing an alternate design. Specimen trees that cannot be saved must be replaced with trees having a total density equal three (3) times the unit value of the tree removed with a minimum four-inch (4") tree caliper. Specimen Trees removed without prior approval shall be replaced with trees equal to eight (8) times the unit value with a minimum four-inch (4") tree caliper and subject to the applicable penalties as described in Section 3.2.19.
- E. The intent of these Regulations is to insure that a minimum density of trees is maintained on all developed sites. Occasionally, this intent cannot be met because a project site will not bear the required density of trees. To provide some alternatives in such cases, two alternative methods of

- No trees may be cut in buffer zones marked "undisturbed." Tree cutting shall be limited to the non-mechanical removal of pine (*Pinus* spp.) or yellow-poplar (*Liriodendron tulipifera*) trees with stump diameters greater than fifteen (15) inches; provided that a minimum of fifty (50) square feet of basal area remains in good condition in the buffer area at completion of the project. The non-mechanical removal of dead, diseased or insect infested trees is also allowed in this buffer (subject to verification by the City of Alpharetta Arborist).

- All buffers of state waters shall remain undisturbed except for haul road crossing points.

- Projects, which are restricted to a "Residential Thinning", must leave a minimum density of thirty (30) square feet of basal area throughout all areas not designated as buffers or logging decks. Trees to be preserved to meet this requirement must be identifiable both before and after the harvest either by species or by a continuous marking around the trunk at 4.5 feet and at .5 feet above the ground. These trees must be left in good condition with no injuries to the trunk, crown or root system, which would predispose them to disease or pest infestation.

All pine logging slash with stems larger than five (5) inches in diameter shall be chipped and returned to the site or removed from the site to reduce the possibility of insect infestation.

- Logging decks, temporary haul roads, skid trails and any other disturbed areas left idle for two to four weeks will be restored to their contours and established to temporary vegetation (DsD). These disturbed areas left idle for four weeks or more will be established to permanent vegetation (Ds3). All areas remaining at the end of the project will be established to permanent vegetation within two weeks.

- When hand planting, mulch (hay or straw) should be uniformly spread over seeded area within 24 hours of seeding.

- During unstable growing seasons, mulch will be used as a temporary cover (Ds1). On slopes that are 4:1 or steeper, mulch will be anchored.

- The City of Alpharetta Land Disturbance Permit must be displayed on site at all times during the project operation and in plain view from an adjacent county road or street.

Before any activity can begin an inspection must be performed for basal area confirmation, erosion control devices and buffer area delineation. At this time, the contractor must show a current City of Alpharetta business license or registration certificate. At completion of the project, a final inspection must be performed.

SECTION 3.3 - STORM WATER MANAGEMENT—GENERAL

3.3.1 General.

A. *Introduction.*

It is hereby determined that:

Land development projects and other land use conversions, and their associated changes to land cover, permanently alter the hydrologic response of local watersheds and increase stormwater runoff rates and volumes, which in turn increase flooding, stream channel erosion, and sediment transport and deposition;

Land development projects and other land use conversions also contribute to increased nonpoint source pollution and degradation of receiving waters;

The impacts of post-development stormwater runoff quantity and quality can adversely affect public safety, public and private property, drinking water supplies, recreation, fish and other aquatic life, property values and other uses of lands and waters;

These adverse impacts can be controlled and minimized through the regulation of stormwater runoff quantity and quality from new development and redevelopment, by the use of both structural facilities as well as nonstructural measures, such as the conservation of open space and greenspace areas. The preservation and protection of natural area and greenspace for stormwater management benefits is encouraged through the use of incentives or "credits." The Georgia Greenspace Program provides a mechanism for the preservation and coordination of those greenspace areas which provide stormwater management quality and quantity benefits;

Localities in the State of Georgia are required to comply with a number of both State and Federal laws, regulations and permits which require a locality to address the impacts of post-development stormwater runoff quality and nonpoint source pollution;

Therefore, the City of Alpharetta has established this set of stormwater management policies to provide reasonable guidance for the regulation of post-development stormwater runoff for the purpose of protecting local water resources from degradation. It has determined that it is in the public interest to regulate post-development stormwater runoff discharges in order to control and minimize increases in stormwater runoff rates and volumes, post-construction soil erosion and sedimentation, stream channel erosion, and nonpoint source pollution associated with post-development stormwater runoff.

B. *Purpose and Intent.* The purpose of this ordinance is to protect, maintain and enhance the public health, safety, environment and general welfare by establishing minimum requirements and procedures to control the adverse effects of increased post-development stormwater runoff and nonpoint source pollution associated with new development and redevelopment. It has been determined that proper management of post-development stormwater runoff will minimize damage to public and private property and infrastructure, safeguard the public health, safety, environment and general welfare of the public, and protect water and aquatic resources. This ordinance seeks to meet that purpose through the following objectives:

1. Establish decision-making processes surrounding land development activities that protect the integrity of the watershed and preserve the health of water resources;
2. Require that new development and redevelopment maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding, streambank erosion, nonpoint source pollution and increases in stream temperature, and maintain the integrity of stream channels and aquatic habitats; to meet this purpose, where practicable, the use of on-site runoff reduction measures is encouraged, including but not limited to preservation of existing natural areas; bioretention areas; permeable pavement for parking; vegetated swales; cisterns; greenroofs; and underground detention.
3. Establish minimum post-development stormwater management standards and design criteria for the regulation and control of stormwater runoff quantity and quality;
4. Establish design and application criteria for the construction and use of structural stormwater control facilities that can be used to meet the minimum post-development stormwater management standards;
5. Encourage the use of nonstructural stormwater management and stormwater better site design practices, such as the preservation of greenspace and other conservation areas, to the maximum extent practicable. Coordinate site design plans, which include greenspace, with the City's greenspace protection plan;
6. Establish provisions for the long-term responsibility for and maintenance of structural stormwater control facilities and nonstructural stormwater management practices to ensure that they continue to function as designed, are maintained, and pose no threat to public safety; and,
7. Establish administrative procedures for the submission, review, approval and disapproval of stormwater management plans, and for the inspection of approved active projects, and long-term follow up.

C. *Applicability.*

1. This ordinance shall be applicable to all land development, including, but not limited to, site plan applications, subdivision applications, and grading applications, unless exempt pursuant to Subsection b below. These standards apply to any new development or redevelopment site that meets one or more of the following criteria:
 - a. ~~New development that involves the creation of 5,000 square feet or more of impervious cover, or that involves other land development activities of one (1) acre or more; Runoff reduction and water quality shall be required for any new or redevelopment that includes the creation of 1,000 square feet of impervious area or more. Detention (including channel protection) shall be required for any new or redevelopment with an increase of 5,000 square feet of impervious area or more. The extent to which runoff reduction /water quality and detention must be provided (i.e. on new impervious area only, on disturbed area, or on entire site) is based on a tiered approach, and is specified in the City Stormwater Design Manual;~~
 - b. ~~Development or redevelopment that involves land development activities of one acre or more; Redevelopment that includes the creation or addition of 5,000 square feet or more of impervious cover, or that involves other land development activity of one (1) acre or more;~~
 - c. Any new development or redevelopment, regardless of size, that is defined by the City Engineer or designee to be a hotspot land use; or,
 - d. Land development activities that are smaller than the minimum applicability criteria set forth in items ~~a and b~~ above if such activities are part of a larger common plan of development, even though multiple, separate and distinct land development activities may take place at different times on different schedules.
 2. The following activities are exempt from this ordinance:
 - a. Individual 'For-Sale' dwelling or duplex residential lots that are not part of a subdivision or phased development project;
 - b. Additions or modifications to existing 'For-Sale' dwelling or duplex residential structures;
 - c. Agricultural or silvicultural land management activities within areas zoned for these activities; and,
 - d. Repairs to any stormwater management facility or practice deemed necessary by the City Engineer.
- D. *Stormwater Management Manual.* The City of Alpharetta will utilize the policy, criteria and information including technical specifications and standards in the latest edition of the Georgia Stormwater Management Manual and the City of Alpharetta Stormwater Management Design Manual, for the proper implementation of the requirements of this ordinance. The ~~Engineering~~/Public Works Department has developed a City Stormwater Management Design Manual to assist in the design and evaluation of stormwater management facilities and practices. The manual may be updated and expanded periodically, based on improvements in science, engineering, monitoring and local maintenance experience. However, the failure to update the manual shall not relieve any applicant from the obligation to comply with the requirements of this ordinance, and shall not prevent the City Engineer from imposing the most current and effective practices. The manual may establish design standards for new development and redevelopment that includes the creation of less than 5,000 square feet of impervious cover or involves land development activity of less than one (1) acre.
- E. *Effective Date.* This Ordinance shall become effective immediately upon adoption.

3.3.2 Definitions.

Accidental Discharge. A discharge prohibited by this ordinance which occurs by chance and without planning or thought prior to occurrence.

Agriculture Use. The establishment, cultivation, or harvesting of products of the field or orchard; the preparation and planting of pasture land; farm ponds; and the construction of farm buildings.

Applicant. A person submitting a post-development stormwater management application and plan for approval.

Best Management Practices or "BMPs". A wide range of management procedures, activities, and prohibitions on practices which control the quality and/or quantity of stormwater runoff and which are compatible with the planned land use.

Buffer. With respect to a stream, a natural or enhanced vegetated area, lying adjacent to the stream.

Channel. A natural or artificial watercourse with a definite bed and banks that conducts continuously or periodically flowing water.

City of Alpharetta Separate Storm Sewer System. Any facility designed or used for collecting and/or conveying stormwater, including but not limited to any roads with drainage systems, highways, City streets, curbs, gutters, inlets, catch basins, piped storm drains, pumping facilities, structural stormwater controls, ditches, swales, natural and man-made or altered drainage channels, reservoirs, and other drainage structures, and which is State Waters or is: Owned or maintained by the City of Alpharetta; Not a combined sewer; and Not part of a publicly-owned treatment works.

Clean Water Act. The Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.

Conservation Easement. An agreement between a land owner and the City of Alpharetta or other government agency or land trust that permanently protects open space or greenspace on the owner's land by limiting the amount and type of development that can take place, but continues to leave the remainder of the fee interest in private ownership.

Construction Activity. Activities subject to the Georgia Erosion and Sedimentation Control Act or NPDES General Construction Permits. These include construction projects resulting in land disturbance. Such activities include but are not limited to clearing and grubbing, grading, excavating, and demolition.

Detention. The temporary storage of stormwater runoff in a stormwater management facility for the purpose of controlling the peak discharge.

Detention Facility. A detention basin or structure designed for the detention of stormwater runoff and gradual release of stored water at controlled rates.

Developer. A person who undertakes land development activities.

Development. A land development or land development project.

Discharge. The release of treated or untreated water to the stormwater system.

Drainage Easement. An easement appurtenant or attached to a tract or parcel of land allowing the owner of adjacent tracts or other persons to discharge stormwater runoff onto the tract or parcel of land subject to the drainage easement.

Easement. An acquired legal right for a specific use of land owned by others.

Erosion and Sedimentation Control Plan. A plan that is designed to minimize the accelerated erosion and sediment runoff at a site during land disturbance activities.

Extended Detention. The detention of stormwater runoff for an extended period, typically 24 hours or greater.

Extreme Flood Protection. Measures taken to prevent adverse impacts from large low-frequency storm events with a return frequency of 100 years or more.

Flood or Flooding. A volume of surface water that is too great to be confined within the banks or walls of a conveyance or stream channel and that overflows onto adjacent lands; or a general and temporary condition of partial or complete inundation of normally dry land areas from: the overflow of inland or tidal waters; or the unusual and rapid accumulation or runoff of surface waters from any source.

Floodplain. Any land area susceptible to flooding, which would have at least a one percent probability of flooding occurrence in any calendar year based on the basin being fully developed as shown on the current land use plan; i.e., the regulatory flood.

Greenspace or Open Space. Permanently protected areas of the site that are preserved in a natural state.

Hotspot. An area where the use of the land has the potential to generate highly contaminated runoff, with concentrations of pollutants in excess of those typically found in stormwater.

Hydrologic Soil Group (HSG). A Natural Resource Conservation Service classification system in which soils are categorized into four runoff potential groups. The groups range from group A soils, with high permeability and little runoff produced, to group D soils, which have low permeability rates and produce much more runoff.

Illegal Connection. Either of the following:

Any pipe, open channel, drain or conveyance, whether on the surface or subsurface, which allows an illicit discharge to enter the storm drain system including but not limited to any conveyances which allow any non-stormwater discharge including sewage, process wastewater, and wash water to enter the storm drain system, regardless of whether such pipe, open channel, drain or conveyance has been previously allowed, permitted, or approved by an authorized enforcement agency; or

Any pipe, open channel, drain or conveyance connected to the City of Alpharetta separate storm sewer system which has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.

Illicit Discharge. Any direct or indirect non-stormwater discharge to the City of Alpharetta separate storm sewer system, except as exempted in Section 3.3.9.C. of this ordinance.

Impervious Cover. A surface composed of any material that significantly impedes or prevents the natural infiltration of water into soil. Impervious surfaces include, but are not limited to, rooftops, buildings, streets and roads, and any concrete or asphalt surface. Streets, parking areas, sidewalks, and other surfaces constructed with pervious paving and green roofs shall not be considered impervious cover for the purposes of stormwater calculations in this Section of the UDC if it is a stormwater management practice with a recorded long-term maintenance agreement.

Industrial Activity. Activities subject to NPDES Industrial Permits as defined in 40 CFR, Section 122.26 (b)(14).

Industrial Stormwater Permit. A National Pollutant Discharge Elimination System (NPDES) permit issued to an industry or group of industries which regulates the pollutant levels associated with industrial stormwater discharges or specifies on-site pollution control strategies.

Infiltration. The process of percolating stormwater runoff into the subsoil.

Inspection and Maintenance Agreement. A written agreement providing for the long-term inspection and maintenance of stormwater management facilities and practices on a site or with respect to a land development project, which when properly recorded in the deed records constitutes a restriction on the title to a site or other land involved in a land development project.

Jurisdictional Wetland. An area that is inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic vegetation.

Land Development. Any land change, including, but not limited to, clearing, digging, grubbing, stripping, removal of vegetation, dredging, grading, excavating, transporting and filling of land, construction, paving, and any other installation of impervious cover.

Land Development Activities. Those actions or activities which comprise, facilitate or result in land development.

Land Development Project. A discrete land development undertaking.

Land Disturbance. Any land or vegetation change, including, but not limited to, clearing, grubbing, stripping, removal of vegetation, dredging, grading, excavating, transporting and filling of land, that do not involve construction, paving or any other installation of impervious cover.

Land Disturbance Activity. Those actions or activities which comprise, facilitate or result in land disturbance.

Maintenance. Any action necessary to preserve stormwater management facilities in proper working condition, in order to serve the intended purposes set forth in this Ordinance and to prevent structural failure of such facilities.

National Pollutant Discharge Elimination System (NPDES) Storm Water Discharge Permit. A permit issued by the Georgia EPD under authority delegated pursuant to 33 USC § 1342(b) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

New Development. A land development activity on a previously undeveloped site.

Non-perennial Stream. Any stream that is not classified as a perennial stream or that the City Engineer determines to be falsely classified as a perennial stream, beginning at: The location of a spring, seep, or groundwater outflow that sustains streamflow; or a point in the stream channel with a drainage area of 25 acres or more; or where evidence indicates the presence of a stream in a drainage area of other than 25 acres, the City of Alpharetta may require field studies to verify the existence of a stream.

Nonpoint Source Pollution. A form of water pollution that does not originate from a discrete point such as a sewage treatment plant or industrial discharge, but involves the transport of pollutants such as sediment, fertilizers, pesticides, heavy metals, oil, grease, bacteria, organic materials and other contaminants from land to surface water and groundwater via mechanisms such as precipitation, stormwater runoff, and leaching. Nonpoint source pollution is a by-product of land use practices such as agricultural, silvicultural, mining, construction, subsurface disposal and urban runoff sources.

Non-Stormwater Discharge. Any discharge to the storm drain system that is not composed entirely of stormwater.

Nonstructural Stormwater Management Practice or Nonstructural Practice. Any natural or planted vegetation or other nonstructural component of the stormwater management plan that provides for or enhances stormwater quantity and/or quality control or other stormwater management benefits, and includes, but is not limited to, riparian buffers, open and greenspace areas, overland flow filtration areas, natural depressions, and vegetated channels.

Off-Site Facility. A stormwater management facility located outside the boundaries of the site.

On-Site Facility. A stormwater management facility located within the boundaries of the site.

Overbank Flood Protection. Measures taken to prevent an increase in the frequency and magnitude of out-of-bank flooding (i.e. flow events that exceed the capacity of the channel and enter the floodplain), and that are intended to protect downstream properties from flooding for the 2-year through 25-year frequency storm events.

Owner. The legal or beneficial owner of a site, including but not limited to, a mortgagee or vendee in possession, receiver, executor, trustee, lessee or other person, firm or corporation in control of the site.

Parcel. Any plot, lot or acreage shown as a unit on the latest county tax assessment records.

Perennial Stream. Means any stream which is designated and shown as a permanent stream on the 7.5-minute quadrangle maps of the U.S. Geological Survey, plus any stream which the Mayor and City Council may determine to be, and designate as, a flowing stream.

Permit. The permit issued by the City of Alpharetta to the applicant which is required for undertaking any land development activity.

Person. Except to the extent exempted from this ordinance, any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, city, county or other political subdivision of the State, any interstate body or any other legal entity.

Pollutant. Anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; petroleum hydrocarbons; automotive fluids; cooking grease; detergents (biodegradable or otherwise); degreasers; chemicals; steam cleaning or laundry wastes; heated water; chlorinated water or chlorine (except as exempted above); non-hazardous liquid and solid wastes and yard wastes; bark and other fibrous material; refuse, rubbish, garbage, litter, or other discarded or abandoned objects and accumulations, so that same may cause or contribute to pollution; animal carcasses; silt; acids or alkalis; recreational vehicle wastes; dyes (without prior permission of the Department); floatables; pesticides, herbicides, and fertilizers; liquid and solid wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; concrete and cement; washing of fresh concrete for cleaning and/or finishing purposes or to expose aggregates; and noxious or offensive matter of any kind.

Pollution. The contamination or other alteration of any water's physical, chemical or biological properties by the addition of any constituent and includes but is not limited to, a change in temperature, taste, color, turbidity, or odor of such waters, or the discharge of any liquid, gaseous, solid, radioactive, or other substance into any such waters as will or is likely to create a nuisance or render such waters harmful, detrimental or injurious to the public health, safety, welfare, or environment, or to domestic, commercial, industrial, agricultural, recreational, or other legitimate beneficial uses, or to livestock, wild animals, birds, fish or other aquatic life.

Post-development. The time period, or the conditions that may reasonably be expected or anticipated to exist, after completion of the land development activity on a site as the context may require.

Pre-development. The time period, or the conditions that exist, on a site prior to the commencement of a land development project and at the time that plans for the land development of a site are approved by the plan approving authority. Where phased development or plan approval occurs (preliminary grading, roads and utilities, etc.), the existing conditions at the time prior to the first item being approved or permitted shall establish pre-development conditions.

Premises. Any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

Private. Property or facilities owned by individuals, corporations, and other organizations and not by city, state, or federal government.

Project. A land development project.

Protection Area, or Stream Protection Area. With respect to a stream, the combined areas of all required buffers and setbacks applicable to such stream.

Redevelopment. A land development project on a previously developed site, but excludes ordinary maintenance activities, remodeling of existing buildings, resurfacing of paved areas, and exterior changes or improvements which do not materially increase or concentrate stormwater runoff, or cause additional nonpoint source pollution.

Regional Stormwater Management Facility or Regional Facility. Stormwater management facilities designed to control stormwater runoff from multiple properties, where the owners or developers of the individual properties may assist in the financing of the facility, and the requirement for on-site controls is either eliminated or reduced.

Riparian. Belonging or related to the bank of a river, stream, lake, pond or impoundment.

Runoff. Stormwater runoff.

Runoff Reduction Measures. Preservation of an area's landscape features (vegetation, soils, and natural processes) that help manage and reduce stormwater runoff from a development or redevelopment site. Runoff reduction measures also include structurally engineered practices (such as bioretention areas,

bioswales, pervious paving, greenroofs, greenwalls, stormwater street trees, and cisterns) that mimic natural processes to manage stormwater as close to its source as possible and reduce stormwater runoff from the site. In addition to stormwater management, runoff reduction measures can enhance site aesthetics, improve air quality, reduce urban heat island impacts, provide shading, create wildlife habitat, reduce energy consumption, reduce infrastructure costs, and increase property values.

Setback. With respect to a stream, the area extending beyond any buffer applicable to the stream.

Site. The parcel of land being developed, or the portion thereof on which the land development project is located.

State Waters. Any and all rivers, streams, creeks, branches, lakes, reservoirs, ponds, drainage systems, springs, wells, and other bodies of surface and subsurface water, natural or artificial, lying within or forming a part of the boundaries of the State of Georgia which are not entirely confined and retained completely upon the property of a single person.

Stormwater Better Site Design. Nonstructural site design approaches and techniques that can reduce a site's impact on the watershed and can provide for nonstructural stormwater management. Stormwater better site design includes conserving and protecting natural areas and greenspace, reducing impervious cover and using natural features for stormwater management.

Stormwater Management. The collection, conveyance, storage, treatment and disposal of stormwater runoff in a manner intended to prevent increased flood damage, streambank channel erosion, habitat degradation and water quality degradation, and to enhance and promote the public health, safety and general welfare.

Stormwater Management Facility. Any infrastructure that controls or conveys stormwater runoff.

Stormwater Management Manual. The most recent update of the City of Alpharetta Stormwater Management Design Manual, combined with the latest edition of the Georgia Stormwater Management Manual.

Stormwater Management Measure. Any stormwater management facility or nonstructural stormwater practice.

Stormwater Management Plan. A document describing how existing runoff characteristics will be affected by a land development project and containing measures for complying with the provisions of this ordinance.

Stormwater Management System. The entire set of structural and nonstructural stormwater management facilities and practices that are used to capture, convey and control the quantity and quality of the stormwater runoff from a site.

Stormwater Retrofit. A stormwater management practice designed for a currently developed site that previously had either no stormwater management practice in place or a practice inadequate to meet the stormwater management requirements of the site.

Stormwater Runoff or Stormwater. Any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation.

Stream Bank. The sloping land that contains the stream channel and the normal flows of the stream.

Stream Channel. The portion of a watercourse that contains the base flow of the stream.

Structural Stormwater Control. A structural stormwater management facility or device that controls stormwater runoff and changes the characteristics of that runoff including, but not limited to, the quantity and quality, the period of release or the velocity of flow of such runoff.

Subdivision. The division of a tract or parcel of land resulting in one or more new lots or building sites for the purpose, whether immediately or in the future, of sale, other transfer of ownership or land development, and includes divisions of land resulting from or made in connection with the layout or development of a new street or roadway or a change in an existing street or roadway.

Variance. The modification of the minimum stormwater management requirements for specific circumstances where strict adherence of the requirements would result in unnecessary hardship and not fulfill the intent of this Ordinance.

Watershed. The land area that drains into a particular stream.

3.3.3 Permit procedures and requirements.

- A. *Permit Application Requirements.* No owner or developer shall perform any land development activities without first meeting the requirements of this ordinance prior to commencing the proposed activity.

Unless specifically exempted by this ordinance, any owner or developer proposing a land development activity shall submit to the City of Alpharetta a permit application on a form provided by the Community Development Department for that purpose.

Unless otherwise exempted by this ordinance, a permit application shall be accompanied by the following items in order to be considered:

1. Stormwater preliminary plan and consultation meeting certification in accordance with Section 3.3.3.B.;
 2. Stormwater management plan in accordance with Section 3.3.3.C.;
 3. Inspection and maintenance agreement in accordance with Section 3.3.3.D., if applicable;
 4. Performance bond in accordance with Section 3.3.3.E., if applicable; and,
 5. Permit application and plan review fees in accordance with Section 3.3.3.F.
- B. *Stormwater Preliminary Plan and Consultation Meeting.* Before any stormwater management permit application is submitted, the land owner or developer shall meet with the City Engineer for a consultation meeting on a preliminary plan for the post-development stormwater management system to be utilized in the proposed land development project. This consultation meeting shall take place at the time of the preliminary plat of subdivision or other early step in the development process. The purpose of this meeting is to discuss the post-development stormwater management measures necessary for the proposed project, as well as to discuss and assess constraints, opportunities and potential ideas for stormwater management designs before the formal site design engineering is commenced.

To accomplish this goal the following information shall be included in the preliminary plan:

Existing conditions and proposed site layout sketch plans, which illustrate at a minimum: existing topography; location of floodplain/floodway boundaries; wetland delineations; lakes and ponds; perennial and non-perennial streams; stream buffers and setbacks; mapping of predominant soils from soil surveys (when available); boundaries of existing predominant vegetation; forest cover; locations of specimen trees; zoning buffers; location of existing and proposed roads and other impervious surfaces; preliminary selection and location of proposed structural stormwater controls; location of existing and proposed conveyance systems such as grass channels, swales, and storm drains; flow paths; relationship of site to upstream and downstream properties and drainages; and preliminary location of proposed stream channel modifications, such as bridge or culvert crossings. Particular attention should be paid to environmentally sensitive features that provide particular opportunities or constraints for development.

Local watershed plans, the City greenspace protection plan (if applicable), and any relevant resource protection plans will be consulted in the discussion of the preliminary plan.

- C. *Stormwater Management Plan Requirements.* The stormwater management plan shall detail how post-development stormwater runoff will be controlled or managed and how the proposed project will meet the requirements of this ordinance, including the performance criteria set forth in Section 3.3.4 below.

This plan shall be in accordance with the criteria established in this Section and must be submitted with the stamp and signature of a Professional Engineer (PE) licensed in the state of Georgia, who must

verify that the design of all stormwater management facilities and practices meet the submittal requirements outlined in the submittal checklist(s) found in the Stormwater Management Manual.

The stormwater management plan must ensure that the requirements and criteria in this ordinance are being complied with and that opportunities are being taken to minimize adverse post-development stormwater runoff impacts from the development. The plan shall consist of maps, narrative, and supporting design calculations (hydrologic and hydraulic) for the proposed stormwater management system. The plan shall include all of the information required in the Stormwater Management Site Plan checklist found in the Stormwater Management Manual. This includes:

1. Common address and legal description of site.
2. Vicinity Map.
3. Existing Conditions Hydrologic Analysis. The existing conditions hydrologic analysis for stormwater runoff rates, volumes, and velocities, which shall include: a topographic map of existing site conditions with the drainage basin boundaries indicated; acreage, soil types and land cover of areas for each subbasin affected by the project; all perennial and intermittent streams and other surface water features; all existing stormwater conveyances and structural control facilities; direction of flow and exits from the site; analysis of runoff provided by off-site areas upstream of the project site; and methodologies, assumptions, site parameters and supporting design calculations used in analyzing the existing conditions site hydrology. For redevelopment sites, predevelopment conditions shall be modeled using the established guidelines for the portion of the site undergoing land development activities. The redevelopment guidelines, including how the predevelopment conditions will be modeled for redevelopment sites, will be established in the stormwater management manual.
4. Post-Development Hydrologic Analysis. The post-development hydrologic analysis for stormwater runoff rates, volumes, and velocities, which shall include: a topographic map of developed site conditions with the post-development drainage basin boundaries indicated; total area of post-development impervious surfaces and other land cover areas for each subbasin affected by the project; (pervious paved surfaces such as parking areas, sidewalks, and streets, and green roof areas shall be noted and included in #5. below, Stormwater Management System); calculations for determining the runoff volumes that need to be addressed for each subbasin for the development project to meet the post-development stormwater management performance criteria in Section 3.3.4; location and boundaries of proposed natural feature protection and conservation areas; documentation and calculations for any applicable site design credits that are being utilized; methodologies, assumptions, site parameters and supporting design calculations used in analyzing the existing conditions site hydrology. If the land development activity on a redevelopment site of 1-acre or more of disturbance constitutes more than 50 percent of the site area for the entire site, then the runoff reduction performance criteria standard in Section 3.3.4 must be met for the stormwater runoff from the entire site, at today's standard. The existing conditions hydrologic analysis can take into account the existing development when defining curve numbers and calculating existing runoff, except where a downstream property is negatively impacted by the current conditions (i.e. currently flooding from the existing runoff). In that instance, a forested condition must be used when defining curve numbers and calculating pre-development runoff.-
5. Stormwater Management System. The description, scaled drawings and design calculations for the proposed post-development stormwater management system, which shall include: A map and/or drawing or sketch of the stormwater management facilities, including the location of nonstructural site design features and the placement of existing and proposed structural stormwater controls, including design water surface elevations, storage volumes available from zero to maximum head, location of inlet and outlets, location of bypass and discharge systems, and all orifice/restrictor sizes; a narrative describing how the selected structural stormwater controls will be appropriate and effective; cross-section and profile drawings and design details for each of the structural stormwater controls in the system, including supporting calculations to show that the facility is designed according to the applicable design criteria; a hydrologic and

hydraulic analysis of the stormwater management system for all applicable design storms (including stage-storage or outlet rating curves, and inflow and outflow hydrographs); documentation and supporting calculations to show that the stormwater management system adequately meets the post-development stormwater management performance criteria in Section 3.3.4; drawings, design calculations, elevations and hydraulic grade lines for all existing and proposed stormwater conveyance elements including stormwater drains, pipes, culverts, catch basins, channels, swales and areas of overland flow; and where applicable, a narrative describing how the stormwater management system corresponds with any watershed protection plans and/or local greenspace protection plan.

6. **Post-Development Downstream Analysis.** A downstream peak flow analysis which includes the assumptions, results and supporting calculations to show safe passage of post-development design flows downstream. The analysis of downstream conditions in the report shall address each and every point or area along the project site's boundaries at which runoff will exit the property. The analysis shall focus on the portion of the drainage channel or watercourse immediately downstream from the project. This area shall extend downstream from the project to a point in the drainage basin where the project area is 10 percent of the total basin area. In calculating runoff volumes and discharge rates, consideration may need to be given to any planned future upstream land use changes. The analysis shall be in accordance with the Stormwater Management Manual.
7. **Construction-Phase Erosion and Sedimentation Control Plan.** An erosion and sedimentation control plan in accordance with Section 3.1.1 *Soil Erosion and Sedimentation Control* or the NPDES Permit for Construction Activities. The plan shall also include information on the sequence/phasing of construction and temporary stabilization measures and temporary structures that will be converted into permanent stormwater controls.
8. **Landscaping and Open Space Plan.** A detailed landscaping and vegetation plan describing the woody and herbaceous vegetation that will be used within and adjacent to stormwater management facilities and practices. The landscaping plan must also include: the arrangement of planted areas, natural and greenspace areas and other landscaped features on the site plan; information necessary to construct the landscaping elements shown on the plan drawings; descriptions and standards for the methods, materials and vegetation that are to be used in the construction; density of plantings; descriptions of the stabilization and management techniques used to establish vegetation; and a description of who will be responsible for ongoing maintenance of vegetation for the stormwater management facility and what practices will be employed to ensure that adequate vegetative cover is preserved.
9. **Operations and Maintenance Plan.** Detailed description of ongoing operations and maintenance procedures for stormwater management facilities and practices to ensure their continued function as designed and constructed or preserved. These plans will identify the parts or components of a stormwater management facility or practice that need to be regularly or periodically inspected and maintained, and the equipment and skills or training necessary. The plan shall include an inspection and maintenance schedule, maintenance tasks, responsible parties for maintenance, funding, access and safety issues. Provisions for the periodic review and evaluation of the effectiveness of the maintenance program and the need for revisions or additional maintenance procedures shall be included in the plan.
10. **Maintenance Access Easements.** The applicant must ensure access from public right-of-way to stormwater management facilities and practices requiring regular maintenance at the site for the purpose of inspection and repair by securing all the maintenance access easements needed on a permanent basis. Such access shall be sufficient for all necessary equipment for maintenance activities. Upon final inspection and approval, a plat or document indicating that such easements exist shall be recorded and shall remain in effect even with the transfer of title of the property. The stormwater management manual establishes guidelines for easements and maintenance.
11. **Inspection and Maintenance Agreements.** Unless an on-site stormwater management facility or practice is dedicated to and accepted by the City of Alpharetta as provided in Section 3.3.3.D.

below, the applicant must execute an easement and an inspection and maintenance agreement binding on all subsequent owners of land served by an on-site stormwater management facility or practice in accordance Section 3.3.3.D.

12. Evidence of Acquisition of Applicable Local and Non-local Permits. The applicant shall certify and provide documentation to the City Engineer that all other applicable environmental permits have been acquired for the site prior to approval of the stormwater management plan.

D. *Stormwater Management Inspection and Maintenance Agreements.*

1. General. Prior to the issuance of any permit for a land development activity requiring a stormwater management facility or practice hereunder and for which the City requires ongoing maintenance (as defined in the stormwater management manual), the applicant or owner of the site must, unless an on-site stormwater management facility or practice is dedicated to and accepted by the City, execute an inspection and maintenance agreement, and/or a conservation easement, if applicable, that shall be binding on all subsequent owners of the site.

The inspection and maintenance agreement, if applicable, must be approved by the City Engineer prior to plan approval, and recorded in the deed records upon final plat approval.

The inspection and maintenance agreement shall identify by name or official title the person(s) responsible for carrying out the inspection and maintenance. Responsibility for the operation and maintenance of the stormwater management facility or practice, unless assumed by a governmental agency, shall remain with the property owner and shall pass to any successor owner. If portions of the land are sold or otherwise transferred, legally binding arrangements shall be made to pass the inspection and maintenance responsibility to the appropriate successors in title. These arrangements shall designate for each portion of the site, the person to be permanently responsible for its inspection and maintenance.

As part of the inspection and maintenance agreement, a schedule shall be developed for when and how often routine inspection and maintenance will occur to ensure proper function of the stormwater management facility or practice. The agreement shall also include plans for annual inspections to ensure proper performance of the facility between scheduled maintenance and shall also include remedies for the default thereof.

In addition to enforcing the terms of the inspection and maintenance agreement, the City may also enforce all of the provisions for ongoing inspection and maintenance in Section 3.3.8 of this ordinance.

The City, in lieu of an inspection and maintenance agreement, may accept dedication of any existing or future stormwater management facility for maintenance, provided such facility meets all the requirements of this ordinance and includes adequate and perpetual access and sufficient area, by easement or otherwise, for inspection and regular maintenance. The City may refuse to accept dedication of any existing or future stormwater management facility if the City Engineer determines that accepting the facility is not in the best interest of the City due to maintenance costs or other factors.

2. Special Operations and Maintenance Agreement for Homeowners' Associations or Other Associations

For all stormwater management practices required pursuant to this ordinance that are to be owned and maintained by a homeowners' association, property association, or similar entity, the required operations and maintenance agreement shall include all of the following provisions:

- a. Acknowledgement that operations and maintenance agreements run with the land and impose pro rata liability upon individual lot owners. The developer and association agree that the operations and maintenance agreement run with the land and shall be binding upon themselves, their respective successors and assigns, including individual lot owners within the Subdivision. Any liability imposed against an individual landowner shall be pro-rated in a per lot basis as determined by the fraction of lot(s) owned by the individual lot owner.

- b. The Developer, Association, their respective successors and assigns, including individual lot owners within the subdivision agree to regularly and routinely inspect, clean, and maintain the LID BMP, and otherwise keep in good repair, at their own cost and expense.
- c. The Developer, Association, their respective successors and assigns, including individual lot owners within the subdivision agree that they will reimburse the city for its cost and expenses incurred in the process of cleaning, maintaining, and/or repairing the BMPs pursuant to this agreement in the event the BMPs are failing and the city chooses to intervene.
- d. The Covenant of the Subdivision establishing the Association establishes that the Association is obligated to inspect, clean, maintain, and repair the BMPs; the Association has adopted the Operation and Maintenance Agreement as an obligation of the Association; and that a funding mechanism, such as an escrow account, is in place whereby individual lot owners within the subdivision pay a regular fee to the Association for the inspection, cleaning, maintenance, and repair of the stormwater management practice(s).
- e. Upon the initial sale of any lot within the Subdivision and prior to closing on such sale, the Developer shall give a copy of the Operation and Maintenance agreement to the potential buyer.

Both developer contribution and annual sinking funds shall fund the operations and maintenance escrow account. Prior to plat recordation, the developer shall pay into the escrow account an amount equal to 15 percent of the initial construction costs of the BMPs. A portion of the annual assessments of the association shall include an allocation into the escrow account. In the event the escrow account is not sufficient to fund ongoing maintenance or repayment of the City for emergency maintenance, the City may place a lien on the property.

- E. *Performance and Maintenance Bonds.* The Stormwater Management Manual may require performance and/or maintenance bonds for stormwater management facilities or practices and define the bond amounts.
- F. *Application Procedure.*
 - 1. Applications for land development permits shall be filed with the Community Development Department in accordance with Section 4.4.3 *Land Disturbance Permits*.
 - 2. Permit applications shall include the items set forth in Section 3.3.3.A. above (two copies of the stormwater management plan and the inspection maintenance agreement, if applicable, shall be included).
 - 3. Upon a finding by the City Engineer that the permit application, stormwater management plan and inspection and maintenance agreement, if applicable, meet the requirements of this ordinance, the City Engineer will approve the plans. The land disturbance permit may then be issued by the Community Development Department, provided all other legal requirements for the issuance of such permit have been met.
 - 4. Notwithstanding the issuance of the permit, in conducting the land development project, the applicant or other responsible person shall be subject to the following requirements:
 - a. The applicant shall comply with all applicable requirements of the approved plan and this ordinance and shall certify that all land clearing, construction, land development and drainage will be done according to the approved plan;
 - b. The land development project shall be conducted only within the area specified in the approved plan;
 - c. The City shall be allowed to conduct periodic inspections of the project;
 - d. No changes may be made to an approved plan without review and written approval by the City; and,
 - e. Upon completion of the project, the applicant or other responsible person shall submit the engineer's report and certificate and as-built plans required by Section 3.3.5.B.

- G. *Modifications for Off-Site Facilities.* The stormwater management plan for each land development project shall provide for stormwater management measures located on the site of the project, unless provisions are made to manage stormwater by an off-site or regional facility. The off-site or regional facility must be located on property legally dedicated for the purpose, must be designed and adequately sized to provide a level of stormwater quantity and quality control that is equal to or greater than that which would be afforded by on-site practices and there must be a legally-obligated entity responsible for long-term operation and maintenance of the off-site or regional stormwater facility. In addition, on-site measures shall be implemented, where necessary, to protect upstream and downstream properties and drainage channels from the site to the off-site facility.

A stormwater management plan must be submitted to the City Engineer which shows the adequacy of the off-site or regional facility.

To be eligible for a modification, the applicant must demonstrate to the satisfaction of the City Engineer that the use of an off-site or regional facility will not result in the following impacts to upstream or downstream areas:

1. Increased threat of flood damage to public health, life, and property;
2. Deterioration of existing culverts, bridges, dams, and other structures;
3. Accelerated streambank or streambed erosion or siltation;
4. Degradation of in-stream biological functions or habitat; or
5. Water quality impairment in violation of State water quality standards, and/or violation of any state or federal regulations.

H. *Deed Recordation and Indications on Plat.* The approval of the permit shall require an enforceable restriction on property usage that runs with the land, such as plat, easements, recorded deed restrictions or protective covenants, to ensure that future development and redevelopment maintains the site consistent with the approved project plans. The location of all designated natural area for a site shall be recorded at the County Register of Deeds Office as "undisturbed natural area". Designated protected stream buffer boundaries must be specified on all surveys and recorded plats. The applicable maintenance agreement pertaining to every structural BMP shall be referenced on the final plat and shall be recorded with the County Register of Deeds Office upon final plat approval, and shall be provided to the Directors of Public Works and Community Development within 14 days following receipt of the recorded document.

I. *Fee-In-Lieu.* The purpose of the fee-in-lieu program is to allow parcels being redeveloped to reduce on-site stormwater management requirements by paying a fee to the City. For re-development projects, the owner or designee of the proposed development site shall have the option of paying an in-lieu fee to the City which will be used by the City to construct stormwater improvement measures off-site. All of the required detention (including channel protection) must be met onsite. A minimum of 75% of the runoff reduction/water quality treatment must be provided on-site. The remainder of the runoff reduction/water quality treatment may be met by a fee-in-lieu payment. The owner must demonstrate no increased downstream negative impacts where there are incised streambank conditions. Fee-in-Lieu funds will be applied to the construction of stormwater improvement projects in the same HUC-12 watershed. Program qualifications and details are provided in the Stormwater Management Manual.

3.3.4 Post-development stormwater management performance criteria.

The following performance criteria shall be applicable to all stormwater management plans, unless otherwise provided for in this ordinance: Where practicable, the use of on-site runoff reduction measures is encouraged in meeting these criteria in conjunction with traditional stormwater management measures and/or off-site mitigation.

- A. *Water Quality.* All stormwater runoff generated from a site shall be adequately treated before discharge. It will be presumed that a stormwater management system complies with this requirement if:

1. It is sized to treat the prescribed water quality treatment volume from the site, as defined in the Georgia Stormwater Management Manual;
 2. Appropriate structural stormwater controls or nonstructural practices are selected, designed, constructed or preserved, and maintained according to the specific criteria in the Georgia Stormwater Management Manual; and,
 3. Runoff from hotspot land uses and activities identified by the ~~Engineering~~/Public Works Department are adequately treated and addressed through the use of appropriate structural stormwater controls, nonstructural practices and pollution prevention practices.
- B. *Stream Channel Protection.* Protection of stream channels from bank and bed erosion and degradation shall be provided by using all of the following three approaches:
1. Preservation, restoration and/or reforestation (with native vegetation) of the applicable stream buffer;
 2. 24-hour extended detention storage of the 1-year, 24-hour return frequency storm event, this requirement may be adjusted or waived by the City Engineer for sites that discharge directly into larger streams, rivers, wetlands, or lakes, or to a man-made channel or conveyance system where the reduction in these flows will not have an impact on upstream or downstream streambank or channel integrity;
 3. Erosion prevention measures such as energy dissipation and velocity control.
- C. *Overbank Flooding Protection.* Downstream overbank flood and property protection shall be provided by controlling (attenuating) the post-development peak discharge rate to the pre-development rate for the 25-year, 24-hour return frequency storm event. If control of the 1-year, 24-hour storm under Section 3.3.4.B. is exempted, then peak discharge rate attenuation of the 2-year through the 25-year return frequency storm event must be provided. This requirement may be adjusted or waived by the City Engineer for sites where the post-development downstream analysis shows that uncontrolled post-development conditions will not increase downstream peak flows, or that meeting the requirement will cause greater peak flow downstream impacts than the uncontrolled post-development conditions.
- D. *Extreme Flooding Protection.* Extreme flood and public safety protection shall be provided by controlling and safely conveying the 100-year, 24-hour return frequency storm event such that flooding is not exacerbated. This requirement may be adjusted or waived by the City Engineer for sites where the post-development downstream analysis shows that uncontrolled post-development conditions will not increase downstream peak flows, or that meeting the requirement will cause greater peak flow downstream impacts than the uncontrolled post-development conditions.
- E. *Structural Stormwater Controls.* All structural stormwater management facilities shall be selected and designed using the appropriate criteria from the Georgia Stormwater Management Manual. All structural stormwater controls must be designed appropriately to meet their intended function. For other structural stormwater controls not included in the Georgia Stormwater Management Manual, or for which pollutant removal rates have not been provided, the effectiveness and pollutant removal of the structural control must be documented through prior studies, literature reviews, or other means and receive approval from City Engineer before being included in the design of a stormwater management system. In addition, if hydrologic or topographic conditions, or land use activities warrant greater control than that provided by the minimum control requirements, the City Engineer may impose additional requirements deemed necessary to protect upstream and downstream properties and aquatic resources from damage due to increased volume, frequency, and rate of stormwater runoff or increased nonpoint source pollution loads created on the site in question.

Applicants shall consult the Georgia Stormwater Management Manual for guidance on the factors that determine site design feasibility when selecting and locating a structural stormwater control.

- F. *Stormwater Credits for Nonstructural Measures.* The use of one or more site design measures by the applicant may allow for a reduction in the water quality treatment volume required under Section 3.3.4.A. The applicant may, if approved by the City Engineer, take credit for the use of stormwater better site design practices and reduce the water quality volume requirement. For each potential credit, there is a minimum set of criteria and requirements which identify the conditions or circumstances under which the credit may be applied. The site design practices that qualify for this credit and the criteria and procedures for applying and calculating the credits are included in the Georgia Stormwater Management Manual.
- G. *Drainage System Guidelines.* Stormwater conveyance facilities, which may include but are not limited to culverts, stormwater drainage pipes, catch basins, drop inlets, junction boxes, headwalls, gutters, swales, channels, ditches, and energy dissipaters shall be provided when necessary for the protection of public right-of-way and private properties adjoining project sites and/or public rights-of-way. Stormwater conveyance facilities that are designed to carry runoff from more than one parcel, existing or proposed, shall meet the following requirements:
 - 1. Methods to calculate stormwater flows shall be in accordance with the Stormwater Management Manual;
 - 2. All culverts, pipe systems and open channel flow systems shall be sized in accordance with the stormwater management plan using the methods included in the Stormwater Management Manual; and,
 - 3. Design and construction of stormwater conveyance facilities shall be in accordance with the criteria and specifications found in the Stormwater Management Manual.
- H. *Dam Design Guidelines.* Any land-disturbing activity that involves a site which proposes a dam shall comply with the Georgia Safe Dams Act and Rules for Dam Safety as applicable.
- I. *Runoff Reduction.* Runoff reduction practices shall be sized and designed to retain the first 1.0 inch of rainfall on the site to the maximum extent practicable. If the entire 1.0 inch of rainfall can be retained onsite using runoff reduction methods, the City may waive the water quality volume. If the entire 1.0 inch runoff reduction standard cannot be achieved, the remaining runoff from the 1.2-inch rainfall event must be treated by BMPs to remove at least 80% of the calculated average annual post-development TSS loading from the site per the Water Quality criteria.

3.3.5 Construction inspections of post-development stormwater management system.

- A. *Inspections to Ensure Plan Compliance During Construction.* Periodic inspections of the stormwater management system construction shall be conducted by ~~the City staff of the Engineering/Public Works Department~~ or conducted and certified by a professional engineer who has been approved by the ~~Engineering/Public Works Department~~City. Construction inspections shall utilize the approved stormwater management plan for establishing compliance.

All inspections shall be documented with written reports that contain the following information:

- 1. The date and location of the inspection;
- 2. Whether construction is in compliance with the approved stormwater management plan;
- 3. Variations from the approved construction specifications; and,
- 4. Any other variations or violations of the conditions of the approved stormwater management plan.

If any violations are found, the applicant shall be notified in writing of the nature of the violation and the required corrective actions.

- B. *Final Inspection and As Built Plans.* Upon completion of a project, and before a certificate of occupancy shall be granted, the applicant is responsible for certifying that the completed project is in accordance with the approved stormwater management plan. All applicants are required to submit actual "as built" plans for any stormwater management facilities or practices after final construction is completed. The plan must show the final design specifications for all stormwater management facilities and practices

and must be certified by a Professional Engineer. A final inspection by the ~~Engineering/Public Works Department~~City is required before the release of any performance securities can occur.

3.3.6 Stream buffer protection.

A. Findings and Purposes.

1. *Findings.* Whereas, the ~~Engineering~~/Public Works Department of City of Alpharetta finds that buffers adjacent to streams provide numerous benefits including:
 - a. Protecting, restoring and maintaining the chemical, physical and biological integrity of streams and their water resources.
 - b. Removing pollutants delivered in urban stormwater.
 - c. Reducing erosion and controlling sedimentation.
 - d. Protecting and stabilizing stream banks.
 - e. Providing for infiltration of stormwater runoff.
 - f. Maintaining base flow of streams.
 - g. Contributing organic matter that is a source of food and energy for the aquatic ecosystem.
 - h. Providing tree canopy to shade streams and promote desirable aquatic habitat.
 - i. Providing riparian wildlife habitat.
 - j. Furnishing scenic value and recreational opportunity.
 - k. Providing opportunities for the protection and restoration of greenspace.
2. *Purposes.* The purpose of this Ordinance is to protect the public health, safety, environment and general welfare; to minimize public and private losses due to erosion, siltation and water pollution; and to maintain stream water quality by provisions designed to:
 - a. Create buffer zones along the streams of the City for the protection of water resources; and,
 - b. Minimize land development within such buffers by establishing buffer zone requirements and by requiring authorization for any such activities.

B. Applicability. This ordinance shall apply to all land development activity on property containing a stream protection area. These requirements are in addition to, and do not replace or supersede, any other applicable buffer requirements established under state law and approval or exemption from these requirements do not constitute approval or exemption from buffer requirements established under state law or from other applicable local, state or federal regulations.

1. *Grandfather Provisions.* This ordinance shall not apply to the following activities:
 - a. Work consisting of the repair or maintenance of any lawful use of land that is zoned and approved for such use on or before the effective date of this ordinance.
 - b. Existing development and on-going land disturbance activities including but not limited to existing agriculture, silviculture, landscaping, gardening and lawn maintenance, except that new development or land disturbance activities on such properties will be subject to all applicable buffer requirements.
 - c. Any land development activity that is under construction, fully approved for development, scheduled for permit approval or has been submitted for approval as of the effective date of this ordinance.
 - d. Land development activity that has not been submitted for approval, but that is part of a larger master development plan, such as for an office park or other phased development that has been previously approved within two years of the effective date of this ordinance.

- e. Grandfathering provisions only apply to Section 3.3.6 Stream Buffer Protection.
- 2. *Exemptions.* The following specific activities are exempt from this ordinance. After the effective date of this ordinance, it shall apply to new subdividing and platting activities. Any land development activity within a buffer established hereunder or any impervious cover within a setback established hereunder is prohibited unless a variance is granted pursuant to Section C below. Exemption of these activities does not constitute an exemption for any other activity proposed on a property.
 - a. Activities for the purpose of building one of the following:
 - (1) A stream crossing by a driveway, transportation route or utility line;
 - (2) Public water supply intake or public wastewater outfall structures;
 - (3) Intrusions necessary to provide access to a property;
 - (4) Public access facilities that must be on the water including boat ramps, docks, foot trails leading directly to the river, fishing platforms and overlooks;
 - (5) Unpaved foot trails and paths;
 - (6) Activities to restore and enhance stream bank stability, vegetation, water quality and/or aquatic habitat, so long as native vegetation and bioengineering techniques are used;
 - (7) The City of Alpharetta Greenway system.
 - b. Public sewer line easements paralleling the creek, except that all easements (permanent and construction) and land disturbance should be at least 25 feet from the top of the bank. This includes such impervious cover as is necessary for the operation and maintenance of the utility, including but not limited to manholes, vents and valve structures. This exemption shall not be construed as allowing the construction of roads, bike paths or other transportation routes in such easements, regardless of paving material, except for access for the uses specifically cited in Item a., above.
 - c. Land development activities within a right-of-way existing at the time this ordinance takes effect or approved under the terms of this ordinance.
 - d. Within an easement of any utility existing at the time this ordinance takes effect or approved under the terms of this ordinance, land disturbance activities and such impervious cover as is necessary for the operation and maintenance of the utility, including but not limited to manholes, vents and valve structures.
 - e. Emergency work necessary to preserve life or property. However, when emergency work is performed under this Section, the person performing it shall report such work to the ~~Engineering~~ Public Works Department on the next business day after commencement of the work. Within ten (10) days thereafter, the person shall apply for a permit and perform such work within such time period as may be determined by the City Engineer to be reasonably necessary to correct any impairment such emergency work may have caused to the water conveyance capacity, stability or water quality of the protection area.
 - f. Forestry and silviculture activities on land that is zoned for forestry, silvicultural or agricultural uses and are not incidental to other land development activity. If such activity results in land disturbance in the buffer that would otherwise be prohibited, then no other land-disturbing activity other than normal forest management practices will be allowed on the entire property for three years after the end of the activities that intruded on the buffer.
- C. *Land Development Requirements.*
 - 1. *Buffer and Setback Requirements.* All land development activity subject to this ordinance shall meet the following requirements:
 - a. An undisturbed natural vegetative buffer shall be maintained for 50 feet, measured horizontally, on both banks (as applicable) of a non-perennial stream as measured from the

top of the stream bank. An additional setback shall be maintained for 25 feet, measured horizontally, beyond the undisturbed natural vegetative buffer, in which all impervious cover shall be prohibited. Grading, filling and earthmoving shall be minimized within the setback.

- b. An undisturbed natural vegetative buffer shall be maintained for 100 feet, measured horizontally, on both banks (as applicable) of a perennial stream as measured from the top of the stream bank. An additional setback shall be maintained for 50 feet, measured horizontally, beyond the undisturbed natural vegetative buffer, in which all impervious cover shall be prohibited. Grading, filling and earthmoving shall be minimized within the setback. If approved by the City Engineer, the buffer requirement may be achieved by maintaining an average of width of 100 feet and a minimum distance of 50 feet from each side of the stream as measured horizontally from the top of the stream bank. If approved by the City Engineer, the setback may be achieved by restricting the construction of any impervious surface within an average setback of 150 feet on each side of the stream and a minimum distance of 75 feet as measured horizontally from the top of the stream bank. No averaging shall be allowed on the following:
 - (1) Big Creek.
 - (2) Foe Killer Creek.
 - (3) Any perennial stream within a seven (7) mile radius upstream of the Roswell water supply intake protected pursuant to Section 3.3.12.
 - c. No septic tanks or septic tank drain fields shall be permitted within the buffer or the setback.
 - d. No solid fences greater than four (4) feet in height are permitted within the buffer. Fences that are not private in nature (such as split rail) may be allowed for the delineation of property or other purposes not intended to disturb the buffer area.
2. *Variance Procedures.* Variances from the above buffer and setback requirements may be granted in accordance with the following provisions:
- a. Where a parcel was platted prior to the effective date of this ordinance, and its shape, topography or other existing physical condition prevents land development consistent with this ordinance, and the City of Alpharetta finds and determines that the requirements of this ordinance prohibit the otherwise lawful use of the property by the owner, the City Engineer may grant a variance from the buffer and setback requirements hereunder, provided such variance require mitigation measures to offset the effects of any proposed land development on the parcel.
 - b. Requests for variances shall follow the procedures described in Section 4.5 and Section 5.2. Variances will be considered only in the following cases:
 - (1) When a property's shape, topography or other physical conditions existing at the time of the adoption of this ordinance prevents land development unless a buffer variance is granted.
 - (2) Unusual circumstances when strict adherence to the minimal buffer requirements in the ordinance would create an extreme hardship.

Variances will not be considered when, following adoption of this ordinance, actions of any property owner of a given property have created conditions of a hardship on that property.
 - c. At a minimum, a variance request shall include the following information:
 - (1) A site map that includes locations of all streams, wetlands, floodplain boundaries and other natural features, as determined by field survey;
 - (2) A description of the shape, size, topography, slope, soils, vegetation and other physical characteristics of the property;

3.3.8 Ongoing inspection and maintenance of stormwater facilities and practices.

- A. *Long-Term Maintenance Inspection of Stormwater Facilities and Practices.* Stormwater management facilities and practices included in a stormwater management plan which are subject to an inspection and maintenance agreement must undergo ongoing inspections to document maintenance and repair needs and ensure compliance with the requirements of the agreement, the plan and this ordinance.

A stormwater management facility or practice shall be inspected on a periodic basis by the responsible person in accordance with the approved inspection and maintenance agreement. In the event that the stormwater management facility has not been maintained and/or becomes a danger to public safety or public health, the City Engineer shall notify the person responsible for carrying out the maintenance plan by registered or certified mail to the person specified in the inspection and maintenance agreement. The notice shall specify the measures needed to comply with the agreement and the plan and shall specify the time within which such measures shall be completed. If the responsible person fails or refuses to meet the requirements of the inspection and maintenance agreement, the ~~Engineering~~Public Works Department may correct the violation as provided in Subsection D hereof.

Inspection programs by the ~~Engineering~~Public Works Department may be established on any reasonable basis, including but not limited to: routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include, but are not limited to: reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in stormwater management facilities; and evaluating the condition of stormwater management facilities and practices.

- B. *Right-of-Entry for Inspection.* The terms of the inspection and maintenance agreement shall provide for representatives of the City to enter the property at reasonable times and in a reasonable manner for the purpose of inspection. This includes the right to enter a property when it has a reasonable basis to believe that a violation of this ordinance is occurring or has occurred and to enter when necessary for abatement of a public nuisance or correction of a violation of this ordinance.
- C. *Records of Maintenance Activities.* Parties responsible for the operation and maintenance of a stormwater management facility shall provide records of all maintenance and repairs to the ~~Engineering~~Public Works Department.
- D. *Failure to Maintain.* If a responsible person fails or refuses to meet the requirements of the inspection and maintenance agreement, the ~~Engineering~~Public Works Department, after thirty (30) days written notice (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours' notice shall be sufficient), may correct a violation of the design standards or maintenance requirements by performing the necessary work to place the facility or practice in proper working condition. The City may assess the owner(s) of the facility for the cost of repair work which shall be a lien on the property, and may be placed on the ad valorem tax bill for such property and collected in the ordinary manner for such taxes.
- E. *Maintenance Responsibility.* For all existing and new development the following maintenance responsibilities shall apply:
1. Any stormwater management facility which services individual subdivisions shall be privately owned with routine maintenance provided for by the owner(s). In subdivisions with an established homeowners association, the homeowners association shall be responsible for routine maintenance. The owner shall maintain a perpetual, non-exclusive easement which allows for access for inspection and other maintenance.
 2. Any stormwater management facility which services an individual subdivision in which the facility is within designated open areas or an amenity with an established homeowners association shall be privately owned and maintained. The owner shall maintain a perpetual, non-exclusive easement which allows for access for inspection and emergency maintenance.

3. Any stormwater management facility which services commercial and industrial development shall be privately owned and maintained. The City shall reserve the right, but not the duty to enter the premises for emergency repairs.
4. All other stormwater management facilities, including regional stormwater detention, shall be publicly owned and/or maintained only if accepted for maintenance by the City.
5. The director may require dedication of privately owned stormwater facilities, which discharge to the City's stormwater system, to the City.
6. Drainage easements where a subdivision is traversed by a water course, drainage way, natural stream or channel off the street right-of-way shall be clearly defined on the plat and deed of the individual property owner for the purpose of maintaining the free flow of water. The owner shall be required to keep the easement free of obstructions and will maintain same in such a way as to assure free and maximum flow at all times.

3.3.9 Illegal connection.

A. Findings. It is hereby determined that:

Discharges to the City of Alpharetta's separate storm sewer system that are not composed entirely of stormwater runoff contribute to increased nonpoint source pollution and degradation of receiving waters;

These non-stormwater discharges occur due to spills, dumping and improper connections to the City's separate storm sewer system from residential, industrial, commercial or institutional establishments.

These non-stormwater discharges not only impact waterways individually, but geographically dispersed, small volume non-stormwater discharges can have cumulative impacts on receiving waters.

The impacts of these discharges adversely affect public health and safety, drinking water supplies, recreation, fish and other aquatic life, property values and other uses of lands and waters;

These impacts can be minimized through the regulation of spills, dumping and discharges into the City's separate storm sewer system;

Localities in the State of Georgia are required to comply with a number of State and Federal laws, regulations and permits which require a locality to address the impacts of stormwater runoff quality and nonpoint source pollution due to improper non-stormwater discharges to the City's separate storm sewer system;

Therefore, the City of Alpharetta adopts this ordinance to prohibit such non-stormwater discharges to the City's separate storm sewer system. It is determined that the regulation of spills, improper dumping and discharges to the City's separate storm sewer system is in the public interest and will prevent threats to public health and safety, and the environment.

B. Purpose and Intent. The purpose of this ordinance is to protect the public health, safety, environment and general welfare through the regulation of non-stormwater discharges to the City's separate storm sewer system to the maximum extent practicable as required by Federal law. This ordinance establishes methods for controlling the introduction of pollutants into the City's separate storm sewer system in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process. The objectives of this ordinance are to:

1. Regulate the contribution of pollutants to the City's separate storm sewer system by any person;
2. Prohibit illicit discharges and illegal connections to the City's separate storm sewer system;
3. Prevent non-stormwater discharges, generated as a result of spills, inappropriate dumping or disposal, to the City's separate storm sewer system; and,
4. To establish legal authority to carry out all inspection, surveillance, monitoring and enforcement procedures necessary to ensure compliance with this ordinance;
5. No variances shall be granted to illicit discharge or illegal connection.

- C. *Prohibition of Illicit Discharges.* No person shall throw, drain, run, or otherwise discharge, cause, or allow others under its control to throw, drain, or otherwise discharge into any component of the City of Alpharetta separate storm sewer system, or to cause permit or suffer to be thrown, drained, run, or allow to seep or otherwise discharge, into such system, any pollutants or waters containing any pollutants, other than stormwater.
1. The following discharges are exempt from the prohibition provision above:
 - a. Water line flushing performed by a government agency, other potable water sources, landscape irrigation or lawn watering, diverted stream flows, rising ground water, ground water infiltration to storm drains, uncontaminated pumped ground water, foundation or footing drains (not including active groundwater dewatering systems), crawl space pumps, air conditioning condensation, springs, natural riparian habitat or wetland flows, and any other water source not containing pollutants;
 - b. Discharges or flows from firefighting, and other discharges specified in writing by the City of Alpharetta as being necessary to protect public health and safety;
 - c. The prohibition provision above shall not apply to any non-stormwater discharge permitted under an NPDES permit or order issued to the discharger and administered under the authority of the State and the Federal Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval from the City Engineer has been granted for any discharge to the City's separate storm sewer system.
- D. *Prohibition of Illegal Connections.* The construction, connection, use, maintenance or continued existence of any illegal connection to the City's separate storm sewer system is prohibited.
1. This prohibition expressly includes, without limitation, illegal connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
 2. A person violates this ordinance if the person connects a line conveying sewage to the City's separate storm sewer system, or allows such a connection to continue.
 3. The person responsible for any connection in violation of this Ordinance shall immediately cause the illegal connection to be disconnected and redirected, if necessary to Fulton County's sanitary sewer system upon approval by the Director of Fulton County' sanitary sewer department or an approved onsite wastewater management system. Such person shall provide the City Engineer with written confirmation that the connection has been disconnected, and, if necessary, redirected to Fulton County sanitary sewer.
 4. Any drain or conveyance that has not been documented in plans, maps or equivalent, and which may be connected to the storm sewer system, shall be located by the owner or occupant of that property upon receipt of written notice of violation from the City Engineer requiring that such locating be completed. Such notice will specify a reasonable time period within which the location of the drain or conveyance is to be completed, that the drain or conveyance be identified as storm sewer, sanitary sewer or other, and that the outfall location or point of connection to the storm sewer system, sanitary sewer system or other discharge point be identified. Results of these investigations are to be documented and provided to the City Engineer.
- E. *Industrial or Construction Activity Discharges.* Any person subject to an industrial or construction activity NPDES stormwater discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the City Engineer prior to allowing discharges to the City's separate storm sewer system.
- F. *Access and Inspection of Properties and Facilities.* Representatives of the City shall be permitted to enter and inspect properties and facilities at reasonable times as often as may be necessary to determine compliance with this ordinance.

1. If a property or facility has security measures in force which require proper identification and clearance before entry into its premises, the owner or operator shall make the necessary arrangements to allow access to representatives of the City.
 2. The owner or operator shall allow representatives of the City ready access to all parts of the premises for the purposes of inspection, sampling, photography, videotaping, examination and copying of any records that are required under the conditions of an NPDES permit to discharge stormwater.
 3. The City shall have the right to set up on any property or facility such devices as are necessary in the opinion of representatives of the City to conduct monitoring and/or sampling of flow discharges.
 4. The City may require the owner or operator to install monitoring equipment and perform monitoring as necessary, and make the monitoring data available to the ~~Engineering~~/Public Works Department. This sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the owner or operator at his/her own expense. All devices used to measure flow and quality shall be calibrated to ensure their accuracy.
 5. Any temporary or permanent obstruction to safe and easy access to the property or facility to be inspected and/or sampled shall be promptly removed by the owner or operator at the written or oral request of the City Engineer and shall not be replaced. The costs of clearing such access shall be borne by the owner or operator.
 6. Unreasonable delays in allowing representatives of the City access to a facility is a violation of this ordinance.
 7. If a representative of the City has been refused access to any part of the premises from which stormwater is discharged, and the representative of the City is able to demonstrate probable cause to believe that there may be a violation of this ordinance, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this ordinance or any order issued hereunder, or to protect the overall public health, safety, environment and welfare of the community, then the representative of the City may seek issuance of a search warrant from any court of competent jurisdiction.
- G. *Notification of Accidental Discharges and Spills.* Notwithstanding other requirements of law, as soon as any person responsible for a facility, activity or operation, or responsible for emergency response for a facility, activity or operation has information of any known or suspected release of pollutants or non-stormwater discharges from that facility or operation which are resulting or may result in illicit discharges or pollutants discharging into stormwater, the City's separate storm sewer system, State Waters, or Waters of the U.S., said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release so as to minimize the effects of the discharge.

Said person shall notify the ~~Engineering~~/Public Works Department by phone, facsimile, or in person within 24 hours of the nature, quantity and time of occurrence of the discharge. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the ~~Engineering~~/Public Works Department within three business days of the phone or in person notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years. Said person shall also take immediate steps to ensure no recurrence of the discharge or spill.

In the event of such a release of hazardous materials, emergency response agencies and/or other appropriate agencies shall be immediately notified.

Failure to provide notification of a release as provided above is a violation of this ordinance.

6. Permanent storm water infiltration basins shall not be constructed in areas having high pollution susceptibility.
- C. Exemptions.
 1. Any lot of record approved prior to the adoption of this ordinance is exempt from the minimum lot size requirements contained in [Article IV] Sections IV.B. and C. of this ordinance.
- D. Administration, plan review and permitting procedures are provided for in Section 4.4 of this Code.
 1. The following activities and developments are exempt from the requirement for detailed site plans:
 - a. Detached 'For-Sale' dwellings constructed within a subdivision of fewer than five parcels.
 - b. Repairs to a facility that is part of a previously approved and permitted development.
 - c. Construction of minor structures, such as sheds or additions to residences.

3.3.14 Violations, enforcement and penalties.

Any action or inaction which violates the provisions of this ordinance or the requirements of an approved stormwater management plan or permit, may be subject to the enforcement actions outlined in this Section. Any such action or inaction which is continuous with respect to time is deemed to be a public nuisance and may be abated by injunctive or other equitable relief.

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this Ordinance. Any person who has violated or continues to violate the provisions of this ordinance, may be subject to the enforcement actions outlined in this Section or may be restrained by injunction or otherwise abated in a manner provided by law. The imposition of any of the penalties described below shall not prevent such equitable relief.

In the event the violation constitutes an immediate danger to public health or public safety, representatives of the City are authorized to enter upon the subject private property, without giving prior notice, to take any and all measures necessary to abate the violation and/or restore the property. The City is authorized to seek costs of the abatement as outlined in this Section.

- A. *Notice of Violation.* If the ~~Engineering/Public Works Department~~City determines that an applicant or other responsible person has failed to comply with the terms and conditions of a permit, an approved stormwater management plan or the provisions of this ordinance, it shall issue a written notice of violation to such applicant or other responsible person. Where a person is engaged in activity covered by this ordinance without having first secured a permit therefor, the notice of violation shall be served on the owner or the responsible person in charge of the activity being conducted on the site.
 1. The notice of violation shall contain:
 - a. The name and address of the owner or the applicant or the responsible person;
 - b. The address or other description of the site upon which the violation is occurring;
 - c. A statement specifying the nature of the violation;
 - d. A description of the remedial measures necessary to bring the action or inaction into compliance with the permit, the stormwater management plan or this ordinance and the date for the completion of such remedial action [the City Engineer shall provide a reasonable opportunity, of not less than ten days (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours' notice shall be sufficient) to cure the violation];
 - e. A statement of the penalty or penalties that may be assessed against the person to whom the notice of violation is directed and the City's intended action; and

classifications as shown in the Comprehensive Land Use Plan, or Standard Drawings and Design Standards, as applicable, or as otherwise required by the City Council.

3.5.2 Street improvements ordinance.

- A. Minimum widths for new construction and the minimum standards for new or improved streets shall be in accordance with City Design Standards. In the absence of City Standards, all materials and methods of construction shall be in accordance with the current GDOT standard specifications.
- B. The minimum width of street right-of-way shall be dedicated based upon the street categories as shown in the Comprehensive Land Use Plan or Standard Drawings and as contained in this Ordinance.
- C. Additional street right-of-way width shall be required to be dedicated at intersections or other locations which the development activity abuts upon where deceleration lanes, turning lanes, storage lanes, medians, or realignments are required for traffic safety and minimum right-of-way standards would be inadequate to accommodate the improvements as determined by the City Engineer.
- D. All new streets proposed to be constructed in a subdivision or other property shall be designed and constructed to the standards contained in this Ordinance in accordance with the category of the said streets.
- E. Local streets shall be so designed that their use by through traffic will be discouraged. Collectors shall be to channel through traffic movements from local streets to arterial streets. Dead end streets designed to have one end permanently closed shall provide a cul-de-sac turnaround with a 50-foot minimum pavement radius and 60-foot right-of-way street be no more than 1,000 feet in length. Additional length necessitated by topography or property configuration may be approved by the Director.
- F. Street jogs shall either directly align or have offsets of a minimum of 125 feet for residential subdivision streets, a minimum of 200 feet for non-residential streets, and 600 ft. for major thoroughfares as measured between centerlines of said streets.
- G. Driveway curb cut locations shall be no closer than 300 feet on arterial and collector streets.
- H. Traffic calming design elements, such as intersection bulbouts can help moderate vehicle speeds on Local Roads. Multifunctional bulb-outs that include runoff reduction measures for stormwater management are encouraged if a minimum of 20 feet clear curb to curb and unimpacted drive lanes are provided. Narrower dimensions may be approved on a case-by-case basis. Designs for multifunctional bulbouts can be viewed in the City's Standard Details.

3.5.3 Traffic control devices and street lights.

- A. Street signs and traffic control devices for public streets shall be provided through payment of fees to the City Engineer for the installation thereof. Traffic control devices may also be installed by subcontractors after receiving written approval from the City Engineer.
- B. The installation of all street lighting fixtures within the City right-of-way must be approved by the City Engineer prior to such installation.

3.5.4 Curb and gutter.

- A. All new streets and project access improvements shall be provided with curb and gutter or an alternative curb system to accommodate runoff reduction measures. Alternative curb systems include flat curb, standard curb with openings, or other curb systems as approved by the Community Development Director. Details for standard curb and gutter and alternative curb systems can be viewed in the City of Alpharetta's Standard Details.
- B. Curbing and Gutter shall meet the requirements of the City of Alpharetta Standard Details. following specifications:

~~1. Residential:~~

~~a. Typical Section 6 × 24 × 12 (inches).~~

~~b. Concrete Class "B" with a minimum strength of 2,000 PSI @ 28 days.~~

~~2. Commercial/Industrial:~~

~~a. Typical Section 8 × 24 × 14 (inches).~~

~~b. Concrete Class "B" with a minimum strength of 2,000 PSI @ 28 days~~

~~3. Arterial/State Highways:~~

~~a. Typical Section 8 × 30 × 14 (inches).~~

~~b. Concrete Class "B" with a minimum strength of 2,000 PSI @ 28 days.~~

3.5.5 Sidewalks.

- A. Sidewalks shall be provided adjacent to all roadways unless waived as a condition of zoning and shall meet the design and location standards required in this Ordinance and Standard Drawings.
- B. Sidewalks shall be located 2 feet from the back of curb or as may be required by the Director or City Council.
- C. All new sidewalks shall match and provide a smooth transition to any existing sidewalks with no steps.
- D. Sidewalks shall be constructed of concrete and shall be a minimum of 5 feet in width and 4 inches thick. Control joints shall be provided every 10 feet. The use of permeable surfaces shall be permitted if designed in accordance with the most recent version of the GA Stormwater Management Design Manual. Permeable sidewalks shall require inspections and maintenance agreements per Sec. 3.3.3.D.
- E. Sidewalks which are provided as part of Georgia Department of Transportation (DOT) may be required to be built according to DOT standards.
- F. Outdoor dining furniture located on public sidewalks within the historic downtown shall be of quality design and workmanship and made of metal in black or a color approved by the Design Review Board. Decorative items placed on public sidewalks such as planters or sculpture shall be made of metal, concrete, terra cotta or other material approved by the Design Review Board. Menu boards may be made of wood; however, all plastic, fiberglass or resin-type products are prohibited on public sidewalks within the historic downtown.

3.5.6 Gated subdivisions/private streets.

- A. Whenever all of the ownership of all the land within a residential subdivision (dwelling, 'For- Sale', or dwelling, 'For-Rent') or along a street request that a street or streets be closed to through traffic, the City Council, in its discretion may declare the street(s) private and thereby restrict access on that street(s) subject to the following requirements:
 - 1. That a gate or guardhouse be established at the entrance to the private street.
 - 2. That a sign no greater than three square feet in size be posted at the entrance to identify the roadway as a private street.
 - 3. That provisions be made to ensure that access at the entrance to the private street is not restricted to law enforcement vehicles, emergency response vehicles, postal delivery vehicles, school buses and City personnel vehicles while conducting City business.
 - 4. That pedestrian access not be restricted.

5. That a private street agreement is executed and recorded which addresses provisions for a homeowners association, maintenance, utilities, easements, emergency access, liability and other issues associated with the long-term use and requirements of a private right-of-way.
 6. That plans and specifications for the proposed private street and gate or guardhouse meet all design and construction standards adopted by the City and administered through the Public Works and Community Development Engineering Departments.
 7. That the determination is made by the City that the proposed private street(s) is not a critical link in the roadway system which maintains traffic flow from one destination point to another.
 8. That the determination is made by the City that the subject subdivision or proposed private street do not include access to amenities or features which by design or agreement are intended for use by the general public.
- B. In reviewing a request for a gated subdivision or private street, the City Council may consider, but shall not be limited to, the following items:
1. Whether the proposed private street would create an undue burden on traffic, adjacent roadways, or substantially impair access rights of an adjacent property owner.
 2. The importance of the proposed private street relative to the area roadway network.
 3. Whether creating a private street would enhance the residential quality of the neighborhood.
 4. Whether a private street would adequately address "cut-through" traffic if the purpose of creating a private street is to prevent vehicles from traveling through the neighborhood to destinations outside the neighborhood.
- C. Requests for gated subdivisions and private streets shall be considered in accordance with the following procedures:
1. Twenty copies of an application in the form of a letter signed by all the property owners shall be submitted to the Community Development Department. The application shall identify a representative who shall act as applicant and the application shall also include twenty copies of all the necessary drawings, specifications and boundary surveys to describe the request.
 2. One copy of the application and accompanying material shall be submitted to the Engineering Department~~City~~ for review regarding compliance with adopted design and construction standards.
 3. Copies of the application materials and Engineering-Public Works Department comments will then be forwarded by the Community Development Department to the City Council for consideration at a public hearing.
 4. Prior to the public hearing, notice will be sent to the property owners within 500 feet of the proposed private street if the subject right-of-way is currently in use as a public street.
 5. If, after public hearing, the City Council approves the application for gated subdivision or private street, all recordable documents shall be amended to identify the gated subdivision or private street accordingly and a private street agreement (as indicated in subsection A.5., herein) shall be executed and recorded.
- D. Private streets shall be designed and built to City Standard for public streets.

SECTION 3.6 - INSTALLATION OF UTILITIES

- A. All improvements shall be located within the right-of-way of a public street or within an easement designated for such use. Within street rights-of-way, placement of the utilities shall conform to the specific locations designated for such use by Standard Drawings. New utilities shall be located underground.

Sec. 2.1. - Applicability.

2.1.1. Applicability.

- A. The requirements of this Article apply to all parcels within the Downtown Overlay unless expressly stated otherwise in this Article.
- B. The requirements of the Unified Development Code also apply in all Downtown Districts unless expressly stated otherwise in this Article.
- C. This Article does not change the permitted use or density of a property within the Downtown Overlay. Land and structures must be used in accordance with the standards of the underlying zoning district.
- D. This Article does change the permitted form and design of a property subject to the Downtown Overlay. When requirements of this Article conflict with any other requirement of the Unified Development Code or the Alpharetta Downtown Design Guidelines, the requirements of this Article shall prevail.
- E. When the word "street" is used in this Article it means both public and private streets unless stated otherwise.

Sec. 2.2. - Block and Access.

2.2.1. Intent.

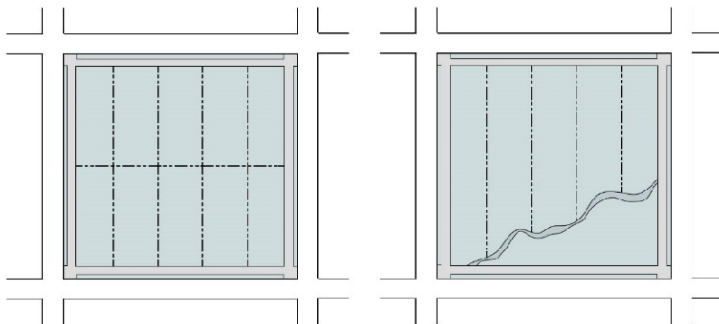
- A. The intent of the block and access standards is to provide a well-connected street network. Large blocks with limited connectivity discourage walking, contribute to street congestion, and add driving distance that can negatively impact emergency services. New streets should also be designed to consider the future development identified in the Alpharetta Downtown Master Plan.
- B. The intent of the access standards is to provide safe and convenient vehicular and pedestrian access within developments and between adjacent developments and to lessen traffic congestion and increase connectivity. Pedestrian, bike, and vehicular access should be safe, direct and convenient.

2.2.2. Blocks.

- A. Sites greater than 4 acres in size must incorporate existing or new streets that terminate at other existing or new streets to form an interconnected network with the maximum block perimeter lengths that follow:

	Block Perimeter (Max.)
Downtown Zoning Districts	
DT-C	1,600 feet
DT-MU	2,000 feet
DT-LW, DT-R	2,400 feet
Other Zoning Districts	

C-1, C-2, O-I, O-P	2,400 feet
CUP, R-8A, R-10A	2,400 feet
AG, R-12, R-15, SU, I-1	n/a
—	



- B. In addition to the block standards above, blocks containing exclusively 'For Sale' detached dwellings must be wide enough to provide two tiers of lots, except where fronting on arterial streets prevented by topographical conditions or size of the property, in which case the City Transportation Engineer may require and/or approve a single tier of lots.
- C. Other than stub-out streets, dead-end streets are not allowed unless a variance is granted for topographic hardship.
- D. Block Measurement.
1. A block is bounded by a public or private right-of-way (not including an alley). All public or private rights-of-way proposed as part of a development must be improved with a street.
 2. Block perimeter is measured along the edge of the property abutting the public or private right-of-way, except for the measurement of dead-end streets, which are measured from intersecting centerlines.
 3. The City Transportation Engineer may modify the block perimeter requirements when steep slopes in excess of 25%, preexisting development, tree protection areas, stream buffers, cemeteries, open space, or easements would make the provision of a complete block infeasible.
 4. Where the block pattern is interrupted by public parkland, including greenways, that is open and accessible to the public, pedestrian access points must be provided with a minimum spacing equal to half of the maximum block perimeter.
- E. No public or private street within the Downtown Overlay, including alleys, may be gated.
- Sec. 2.3. - Streets.

2.3.1. Intent.

- A. The intent of this Section is to provide a palette of street types and design elements that reflect the character of different areas within the Downtown Overlay as established in the Alpharetta Downtown Master Plan.
- B. The regulations provide adequate accommodations for vehicles, cyclists, and pedestrians.
- C. The street types defined in this Section provide a guide to balancing the needs of all modes of travel. Modifications to these types may be made by the City Transportation Engineer.
- D. The appropriate street type will be selected by the City Transportation Engineer based on the Roadway Plan in the Alpharetta Master Plan and engineering and land use context factors, including anticipated vehicle volumes.

2.3.2. Applicability.

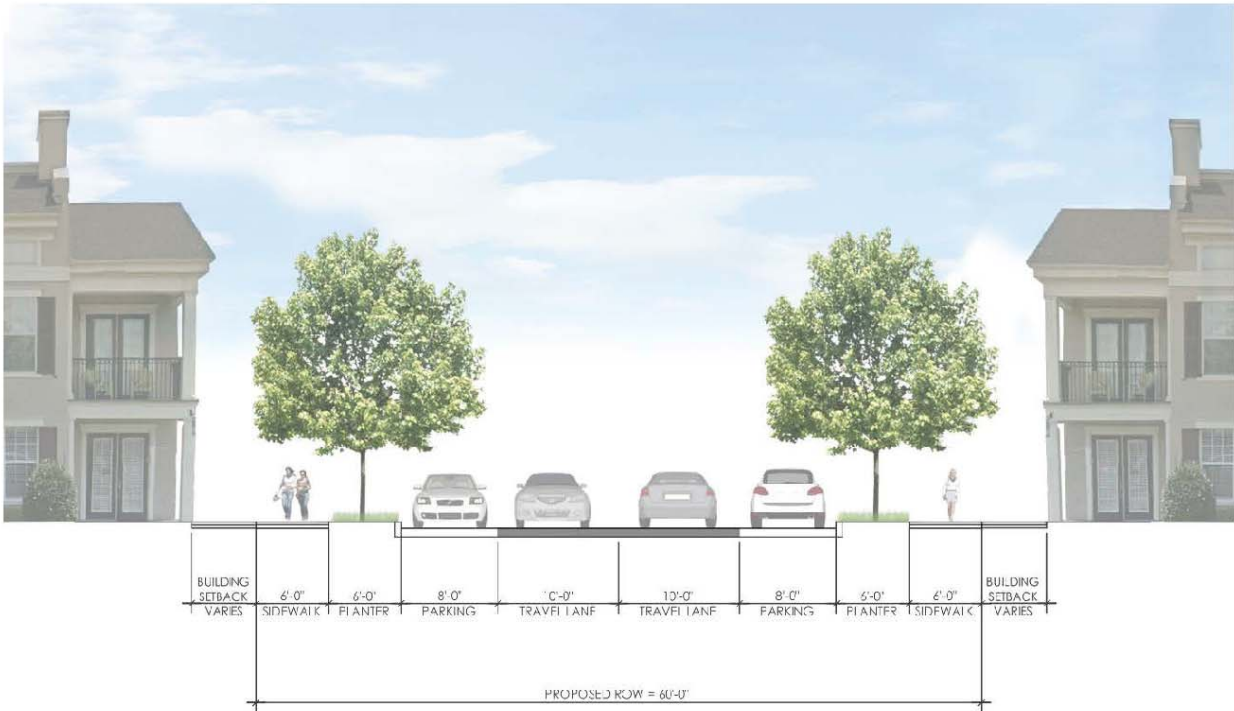
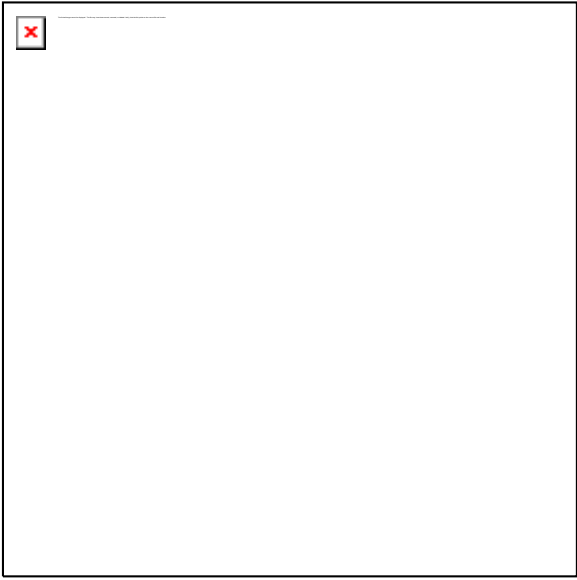
- A. When a development proposes the construction of a new public or private street, the requirements of this Section apply.
- B. When constructing a new street or reconstructing an existing street, sidewalks, bike lanes, curb and gutter or an alternative curb and gutter to accommodate GI/LID, and street trees must be installed and constructed in accordance with this Section and the City of Alpharetta Department of Engineering/Public Works Design Standards.
- C. Use of multi-functional stormwater BMPs is expressly allowed and encouraged in the ROW, including streetscape landscape bioretention areas and stormwater planters, stormwater street trees, curb bulbouts and medians with bioretention, and vegetated swales. Such stormwater BMPs may receive stormwater credit for the site if part of an approved stormwater management plan and with a long-term maintenance agreement.
- D. Traffic calming design elements, such as intersection bulbouts can help moderate vehicle speeds on Downtown Streets; multifunctional bulb-outs that include runoff reduction measures for stormwater management are encouraged. Landscaping and traffic calming techniques that are ideal on Downtown Streets include, but are not limited to, street trees with grated wells, bioretention areas/planters, curb bulbouts with bioretention.
- ~~GE~~. Existing streets may continue serving existing development in their current configuration; however, they must not be extended or substantially rebuilt except in conformance with this Section.

2.3.3. Street Types.

- A. All new or extended public or private streets must meet the following standards unless modified by the City Transportation Engineer for the following public purposes:
 - 1. To provide on- or off-street bicycle facilities;
 - 2. To provide wider sidewalks or planters;
 - 3. To provide a median, left turn lane, or combination therefore;
 - 4. To provide bulb-outs;
 - 5. To provide hardscape surface in otherwise landscaped planters in order to provide pedestrian access to adjacent on-street parking;
 - 6. To increase or decrease the travel lane width; and
 - 7. To provide traffic calming or pedestrian safety measures.

8.9 -To provide multi-use vegetated runoff reduction measures in street planter and as street tree areas.

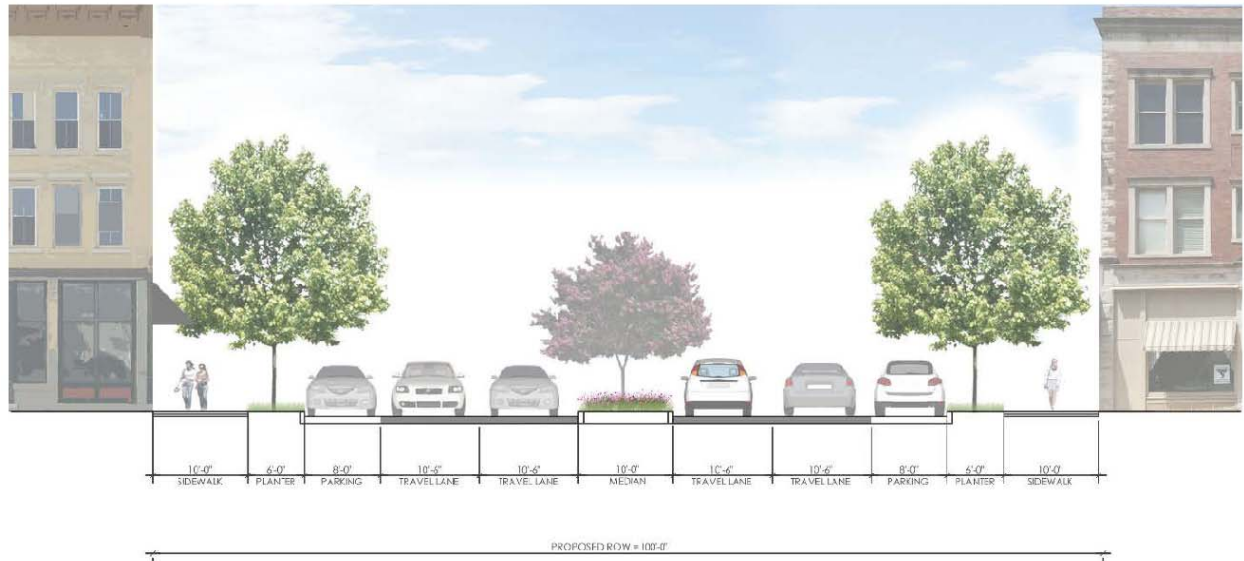
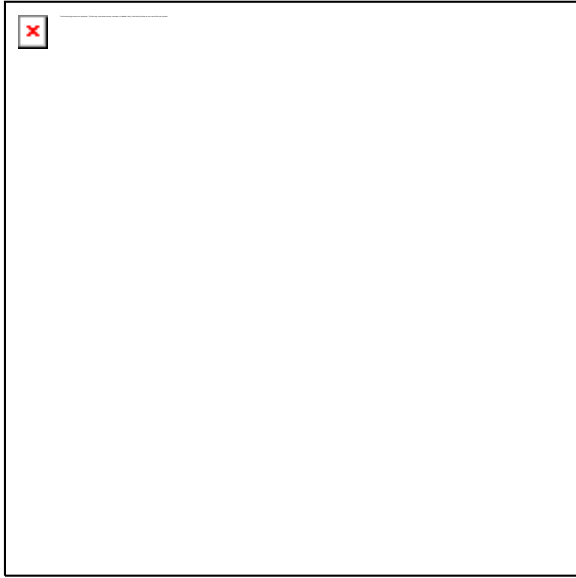
B. Arterial Street Residential.



Width

Right-of-way Width	60 feet
Face of curb to face of curb width	36 feet
Streetscape	
Sidewalk	6 feet
Planter	6 feet
Planter Tree Spacing (max.)	40 feet on-center
Planter Type	Landscaped
Travelway	
Parallel Parking	8 feet
Travel Lane	10 feet

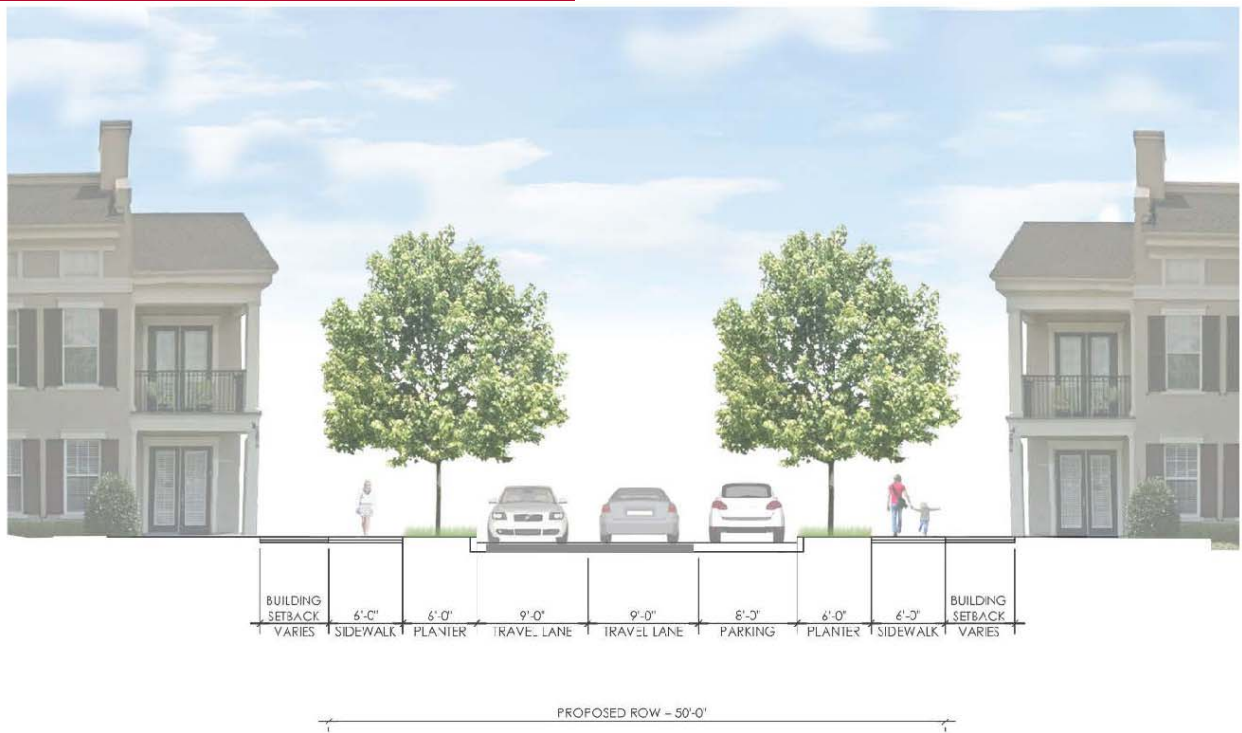
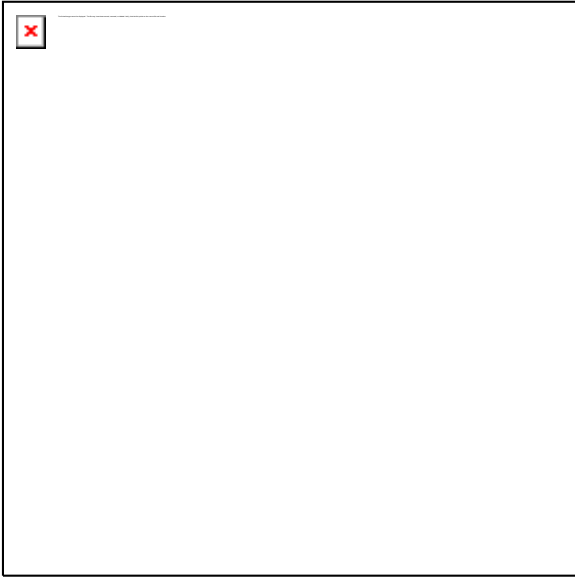
C. Arterial Street Commercial/Mixed-Use.



Width	
Right-of-way Width	100 feet
Face of curb to face of curb width	68 feet
>Streetscape	
Sidewalk	10 feet
Planter	6 feet

Planter Tree Spacing (max.)	40 feet on-center
Planter Type	Landscaped/Hardscaped*
Travelway	
Parallel Parking	8 feet
Travel Lane	10.5 feet
*Planter may be landscaped or hardscaped, but all trees shall be planted in a landscape area with a minimum size of 6 feet by 10 feet.	

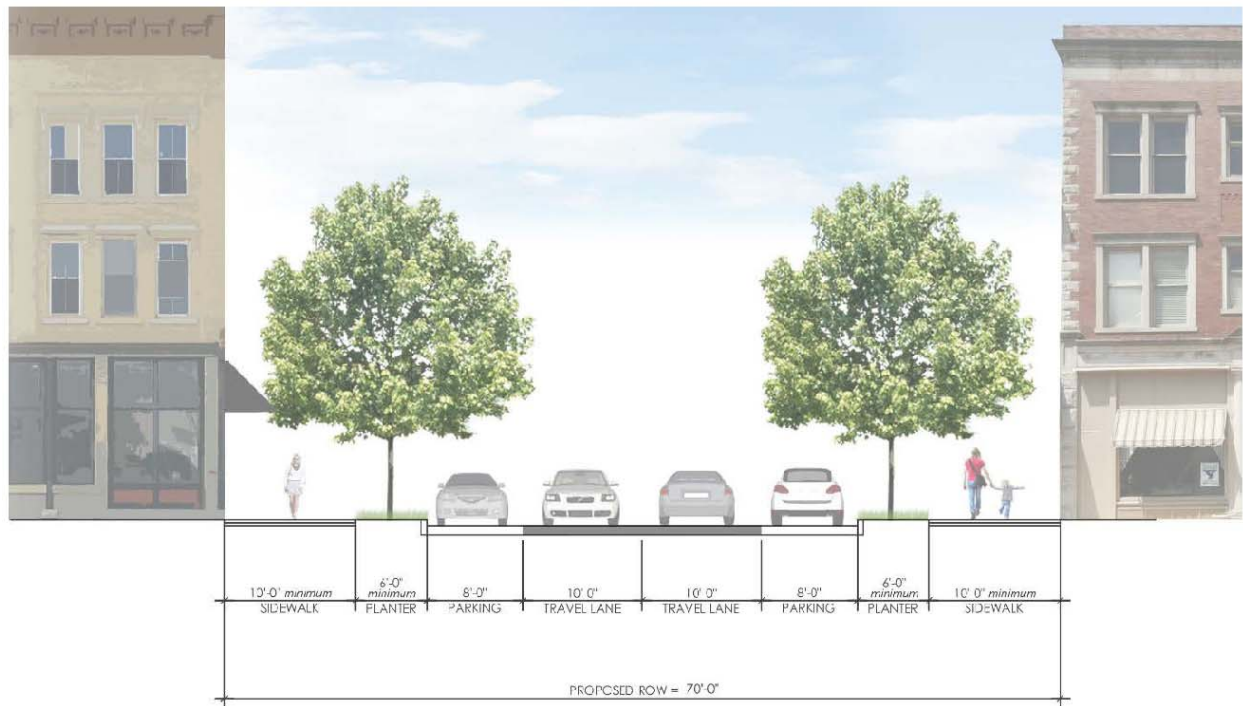
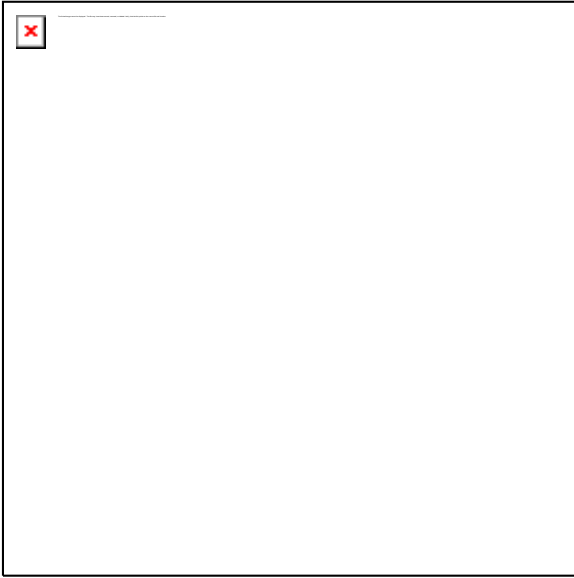
D. Collector Street Residential.



Width	
Right-of-way Width	50 feet
Face of curb to face of curb width	26 feet
Streetscape	

Sidewalk	6 feet
Planter	6 feet
Planter Tree Spacing (max.)	40 feet on-center
Planter Type	Landscaped
Travelway	
Parallel Parking	8 feet
Travel Lane	9 feet

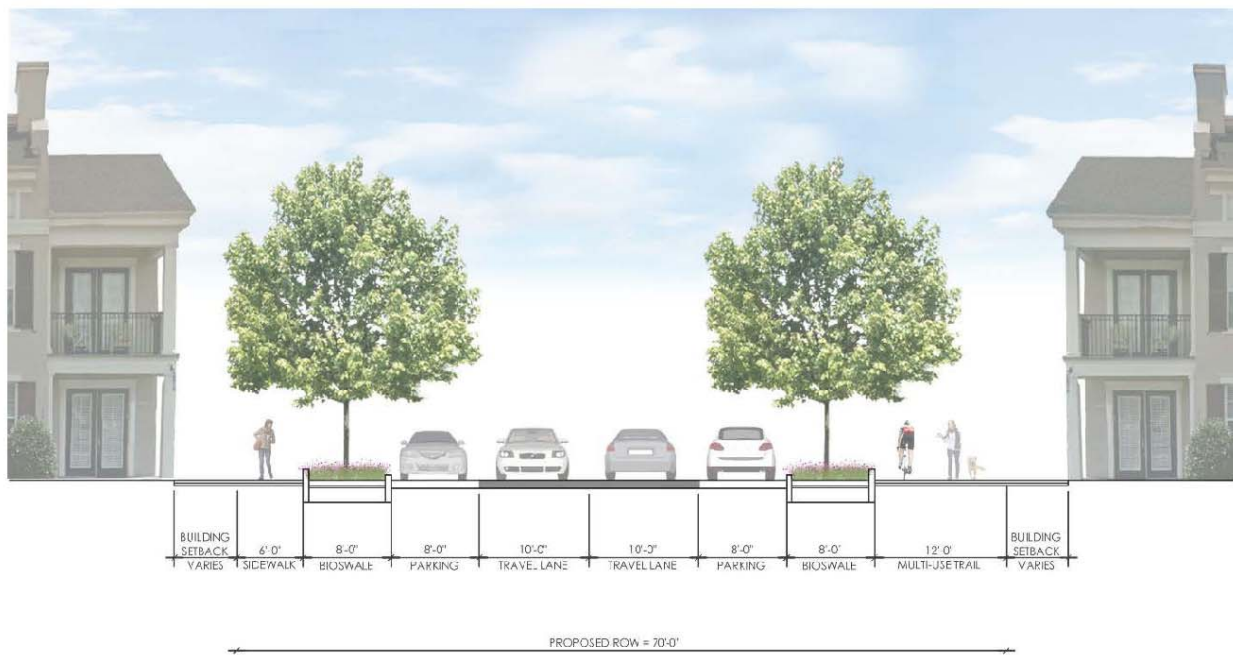
E. Collector Street Commercial/Mixed-Use.



Width	
Right-of-way Width	70 feet
Face of curb to face of curb width	36 feet
Streetscape	

Sidewalk	Min. 10 feet
Planter	6 feet
Planter Tree Spacing (max.)	40 feet on-center
Planter Type	Landscaped/Hardscaped*
Travelway	
Parallel Parking	8 feet
Travel Lane	10 feet
*Planter may be landscaped or hardscaped, but all trees shall be planted in a landscape area with a minimum size of 6 feet by 10 feet.	

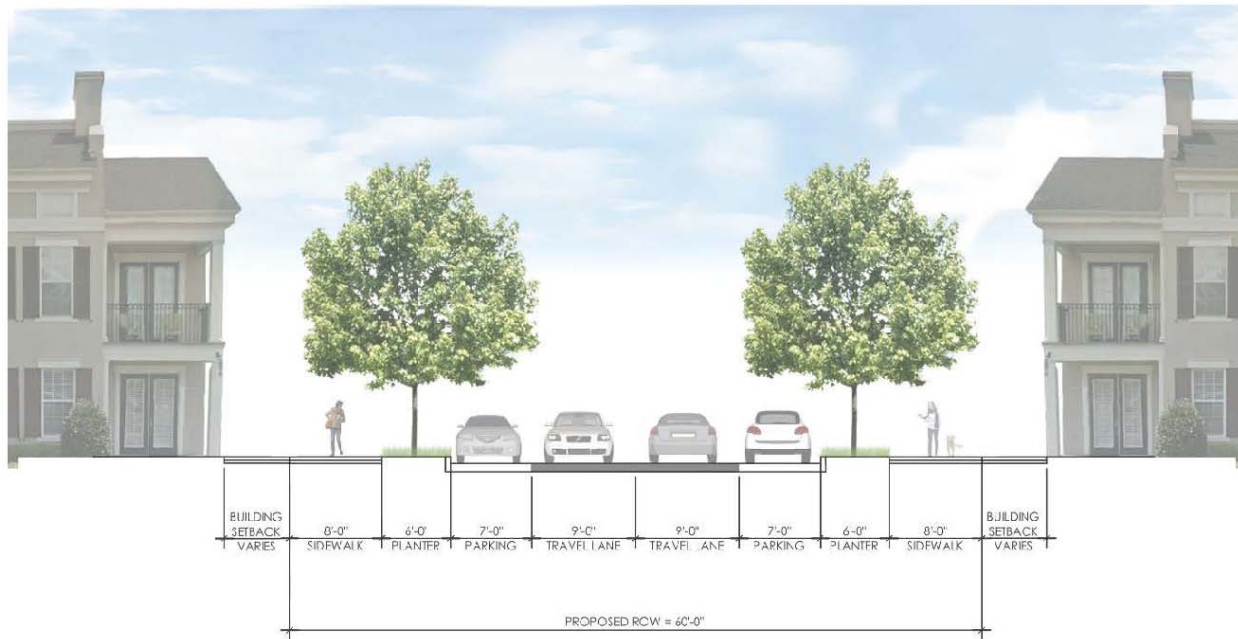
F. Green Street.



Width

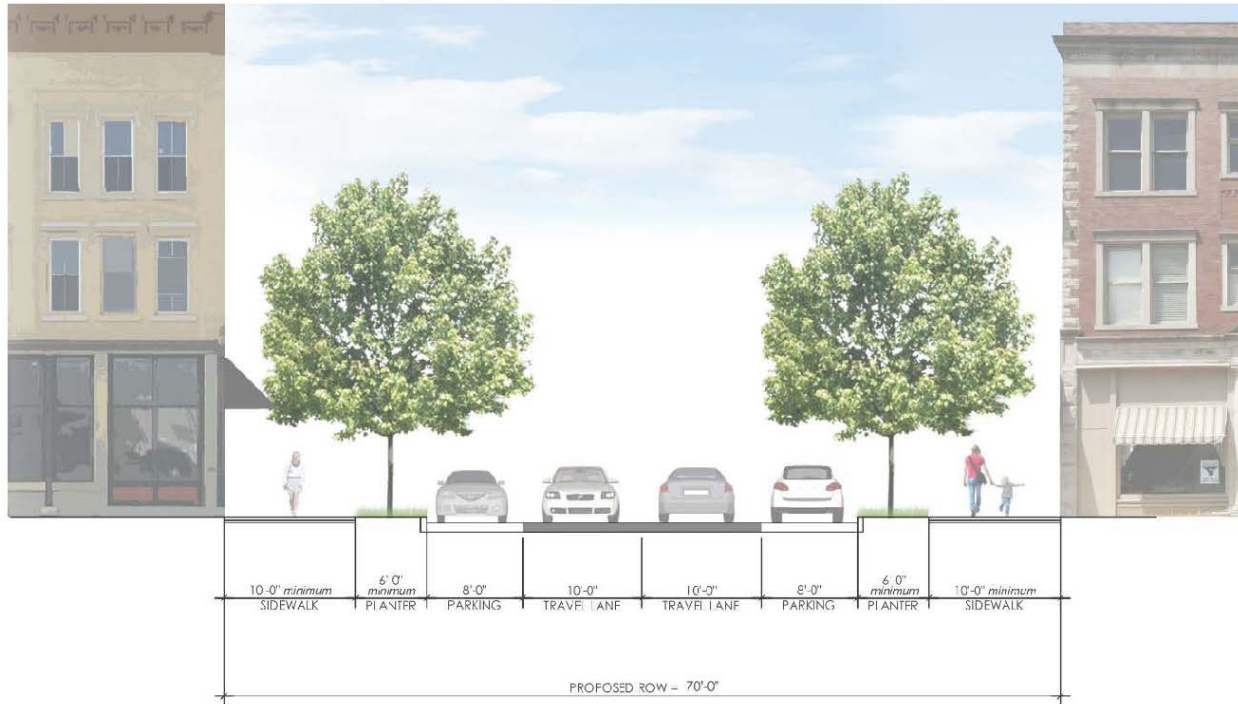
Right-of-way Width	70 feet
Face of curb to face of curb width	36 feet
Streetscape	
Sidewalk	6 feet (one side) (see note 1)
Multi-use trail	12 feet (one side) (see note 1)
Planter	8 feet
Planter Tree Spacing (max.)	40 feet on-center
Planter Type	Bio-swale
Travelway	
Parallel Parking	8 feet
Travel Lane	10 feet
Note 1: The side of the street containing sidewalks and multi-use trails shall be as established by the City Transportation Engineer.	

G. Local Street Residential.



Width	
Right-of-way Width	60 feet
Face of curb to face of curb width	32 feet
Streetscape	
Sidewalk	8 feet
Planter	6 feet
Planter Tree Spacing (max.)	40 feet on-center
Planter Type	Landscaped
Travelway	
Parallel Parking	7 feet
Travel Lane	9 feet

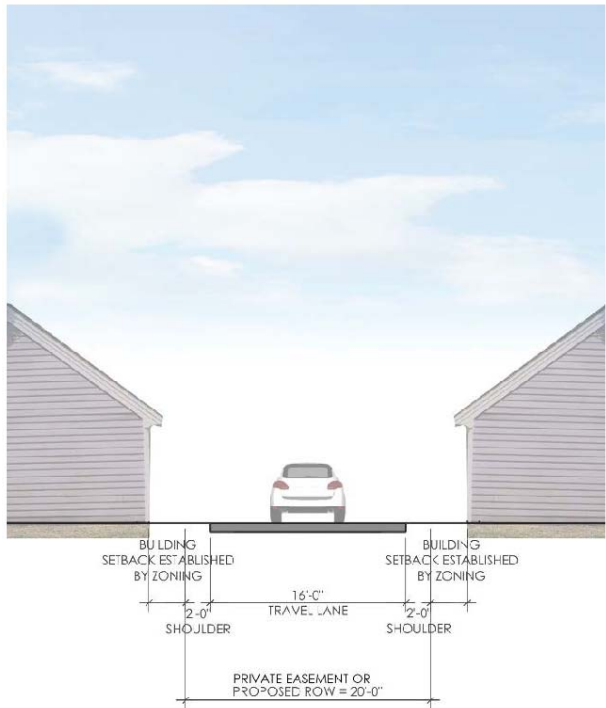
H. Local Street Commercial/Mixed-Use.



Width	
Right-of-way Width	70 feet
Face of curb to face of curb width	34 feet
Streetscape	
Sidewalk	Min. 10 feet
Planter	7 feet
Planter Tree Spacing (max.)	40 feet on-center
Planter Type	Landscaped/Hardscaped*
Travelway	
Parallel Parking	7 feet

Travel Lane	10 feet
*Planter may be landscaped or hardscaped, but all trees shall be planted in a landscape area with a minimum size of 6 feet by 10 feet.	

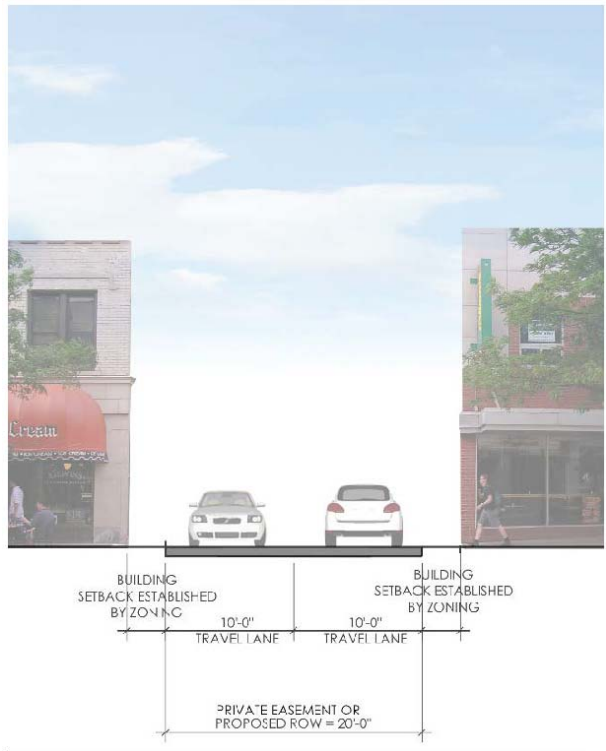
I. Residential Alley.



Width	
Right-of-way or Easement Width	20 feet
Paved Width	16 feet
Shoulder	2 feet
Travelway	
Parallel Parking	Not allowed

Travel Lane	16 feet
-------------	---------

J. Commercial/Mixed-Use Alley.



Width	
Right-of-way or Easement Width	20 feet
Paved Width	20 feet
Shoulder	0 feet
Travelway	
Parallel Parking	Not allowed
Travel Lane	10 feet

2.3.4. Existing Streets, Streetscapes.

- A. Applicability. A building or site may be renovated or repaired without meeting the requirements of this Section, provided any increase in gross floor area or improved site area does not exceed 25%.
- B. Exceptions. This does not apply as follows:
1. On a parcel zoned R-12 or R-15 when such parcel is located within a recorded subdivision that existed on the date of adoption of this ordinance and when no sidewalks currently exist adjacent to the parcel.
 2. On a parcel for which a Land Disturbance Permit or Building Permit is issued but where the Director of Community Development determines that the permit is for an accessory use or structure to the principal use or structure or for minor repairs or additions to the principal building or structure in existence.
- C. Streetscapes Required.
1. Existing streets, planters, and sidewalk that do not meet the width and planting standards of the Downtown Alpharetta Streetscape Table must be brought into compliance with the current standards prior to the issuance of Certificate of Occupancy.
 2. On existing streets where there is insufficient right-of-way for the required streetscape improvements, the right-of-way needed for such improvements may be expanded by mutual agreement between the property owner and the entity holding the right-of-way, or a public access easement may be provided to the City to meet the required improvements.
 3. Where an easement is provided to the City and a parcel is zoned a Downtown Zoning District, the back of the minimum required sidewalk (adjacent to the lot) may be considered the lot line for the purpose of establishing yards, may not be included in lot coverage calculations, and may not be counted in minimum lot size requirements for new lots.

Downtown Alpharetta Streetscape Table

Street Type and Parcel Zoning District (both must be met)		Planter	Sidewalk (see note 1)
Arterial (existing)	DT-C, DT-MU, C-1, C-2, O-I, OP, MU	6 feet	10 feet
Arterial (existing)	All other Zoning Districts	6 feet	6 feet
Collector (existing or proposed)	DT-C, DT-MU, C-1, C-2, O-I, OP, MU	6 feet	10 feet
Collector (existing or proposed)	All other Districts	6 feet	6 feet
Green (existing or proposed, includes Thompson Street)	DT-C, DT-MU, C-1, C-2, O-I, OP, MU	8 feet	10 feet

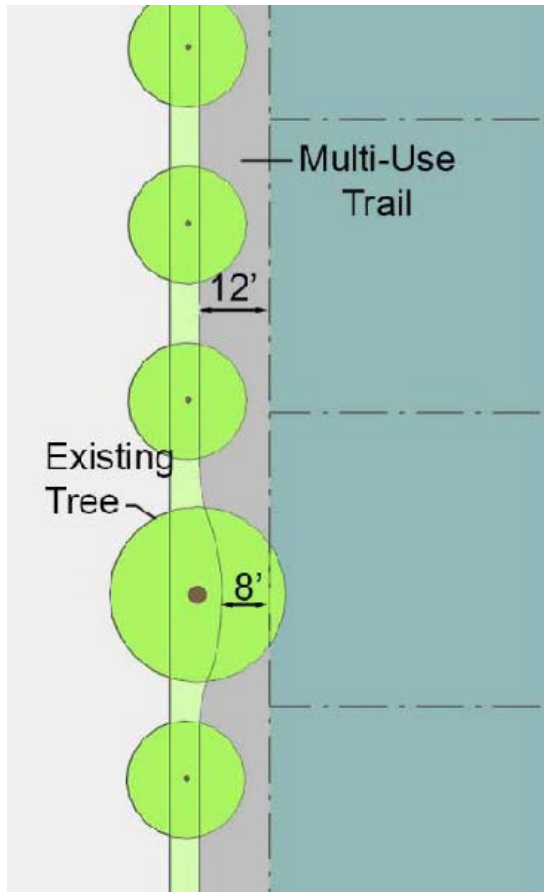
Green (existing or proposed)	All other Districts	8 feet	8 feet
Local (existing or proposed)	DT-C, DT-MU, C-1, C-2, O-I, OP, MU	6 feet	10 feet
Local (existing or proposed)	All other Districts	6 feet	8 feet

Note 1: Along at least one side of Thompson Street a 12-foot wide multi-use trail must be provided in lieu of the required sidewalk in accordance with the Downtown Master Plan. Such trail may be on the north or south side of the street, as determined by the City Transportation Engineer. The planter width may also be increased to allow the trail to run through existing or new open spaces.

4. Where a publically funded streetscape project using alternative planter standards was installed adjacent to a parcel after January 1, 2005, the planter standards of Downtown Alpharetta Streetscape Table do not apply.
5. -The City encourages the use of multi-functional runoff reduction measures in the streetscape, including bioretention areas, stormwater tree box, and planter box. The dimensional standards for planting area, tree spacing, planting type and utility placement may be varied to accommodate runoff reduction measures.

2.3.5. Multi-Use Trails.

- A. Multi-use trails shall have an average width of 12 feet, but their width may be periodically reduced to 8 feet where topography, wetlands, stream buffers, existing buildings, existing trees, or other existing conditions render this requirement infeasible. The maximum length of this reduced width is 400 feet.
- B. A multi-use trail may be required instead of a sidewalk along any new or existing street when the location is identified for a multi-use trail in the Downtown Master Plan or other plan that has been adopted by the City of Alpharetta.



- C. Where a City of Alpharetta park or access easement held by the City of Alpharetta abuts a street subject to Section 2.3.5.A above, the multi-use trail may also be located in such park or easement.
- D. In approving a multi-use trail in lieu of a sidewalk, the City Transportation Engineer may reduce the planter width to a minimum width of 5 feet.

2.3.6. Improvements along State Highways.

- A. For any development that abuts a State highway or other right-of-way controlled by the State of Georgia, improvements to the roadway and the location and design of any street or driveway providing access from the State highway must comply with the standards and requirements of the Georgia Department of Transportation.
- B. An approved permit for proposed access or improvements is required by Georgia Department of Transportation and must be incorporated into the construction drawings for the project prior to the issuance of a Land Disturbance Permit.

2.3.7. Planter.

- A. Defined. A zone adjacent to the curb intended for planting street trees and the placement of street furniture including light poles, litter receptacles and similar items.
- B. Street trees shall be planted in the planter as follows:
 1. Where no overhead utilities exist, shade trees must be planted a maximum of 40 feet on center in the planter. Newly planted trees shall be a minimum of 3½ inches in caliper, and shall be limbed up to a minimum of 7 feet.

2. Where overhead utilities exist, one understory tree must be planted a maximum of 25 feet on center in the planter, subject to approval of the overhead utility provider and the City Arborist.
3. Trees shall have a minimum 6 feet by 10 feet pervious landscape planting area. Tree grates are not allowed unless the City Arborist determines that they will not negatively impact tree health.

Sec. 2.4. - Parking and Loading.

2.4.1. Vehicle Parking.

A. Every use must provide and maintain vehicular parking in accordance with the Vehicular Parking Requirements Table.

B. Vehicular Parking Requirements Table.

Use	Parking Space Ratio
Residential Activities	
Dwelling, 'For-Sale,' Attached	Min. 1 per bedroom (up to 2 bedrooms), plus 0.15 visitor space per unit
Dwelling, 'For-Sale,' Detached	Min. 1 per bedroom (up to 2 bedrooms), plus 0.15 visitor space per unit
Dwelling, 'For-Rent'	Min. 1 per bedroom (up to 2 bedrooms), plus 0.15 visitor space per unit
Bed & Breakfast	Min. 1 per guest bedroom
Hotel	Min. 1 space per guest room, plus 1 employee space per 20 guest rooms, plus 1 per 500 sf of convention rooms, conference rooms, ballrooms, restaurant and retail shops
Congregate Housing, Assisted Living Facility	Min. 1 per 2 sleeping rooms
Home-Elderly, Children, Nursing	Min. 1 per 2 sleeping rooms
Business Uses	
Bank, Savings & Loan, Mortgage Company	Min. 3 per 1,000 sf
Day Care Center	Min. 1 per 400 sf, plus stacking for 6 cars on the lot
Funeral Home (with no cemetery or	Min. 1 per 4 seats in chapel or parlor, plus sufficient space

mausoleum)	to park or store all company vehicles
Medical, dental and optical offices	Min. 3 per 1,000 sf
Professional and business offices not otherwise specifically enumerated	Min. 3 per 1,000 sf
Auto, truck and mobile home sales, outdoor equipment and machinery sales, commercial nurseries	Min. 3 per 1,000 sf of showroom, sales office or other conditioned space
Restaurant	Min. 1 per 500 sf
Retail businesses, not otherwise specifically enumerated	Min. 1 per 500 sf
Theaters, night clubs and other such places of public assembly	Min. 1 per 4 seats, plus 1 (employee space) per 10 seats
Service and repair establishments not otherwise specifically enumerated	Min. 3 per 1,000 sf, excluding storage
Service Station, Automotive	Min. 2 per fueling station, plus 1 per 250 sf of retail
Technology Centers/Data Processing Centers	Min. 1 per 500 sf of unmanned areas and min. 1 per 300 sf of manned areas
Wholesale/Industrial Uses	
Wholesaling and industrial uses including lumber, brick, coal, junk and supply yards	Min. 1 per 1,000 sf
Public and Semipublic Uses	
Hospital	Min. 1 per bed, plus 1 per 200 sf for outpatient treatment areas
Church, Synagogue, Other Place of Worship	Min. 1 per 2 seats in the principal assembly room
Places of assembly or indoor recreation	Min. 1 per 500 sf playing court, rink, playing field and

without fixed seats	spectator area, plus 1 per 200 sf of patron use areas
Schools, elementary and middle schools	Min. 1 per classroom and administrative office, plus 5 visitor spaces
Schools, senior high	Min. 1 per classroom and administrative office, plus 1 per 4 students (based on the design capacity of the school)
Other public building	Min. 1 per 300 sf

- C. Parking in the following locations may be used to satisfy the minimum requirements of the Vehicular Parking Requirements Table:
1. Off-street parking located on the same site or lot as the use it serves;
 2. On-street parking located adjacent to and on the same side of the street as the site or lot containing the use it serves; and
 3. Off-site parking within 500 feet of the use it serves (as measured along a pedestrian walkway from the door of the use the parking serves).
- D. Pervious paving materials are allowed as part of an approved stormwater management plan for the site. When a use provides more than 120% of the minimum number of spaces required by the Vehicular Parking Requirements Table, any additional spaces in a surface parking lot must be constructed of pervious paving materials. For the purpose of conforming to this requirement, any on-street spaces or off-street spaces in parking structures must be counted towards satisfying the minimum requirement.

E.—A parking study may be submitted to support a request for a proposed parking reduction. This study shall be reviewed by Community Development and must be approved prior to permitting.

2.4.2. Bicycle Parking.

- A. Facilities that provide or require 25 or more vehicle parking spaces must provide a minimum of 1 bicycle parking space, plus 1 space for each additional 25 provided vehicle parking spaces, provided that no site may have fewer than 3 spaces nor be required to exceed 30 bicycle spaces.
- B. Bicycle parking facilities must comply with the following provisions.
1. Each required bicycle parking space must be at least 2 feet by 6 feet. Where a bike can be locked on both sides of a bicycle rack without conflict, each side can be counted as a required space.
 2. Bicycle racks must be securely anchored, be easily usable with both U-locks and cable locks, and support a bicycle at 2 points of contact to prevent damage to the bicycle wheels and frame.
 3. Bicycle parking must be provided in a well-lit area.
 4. Spacing of the bicycle racks must provide clear and maneuverable access.

5. Bicycle parking may be placed within the public right-of-way, provided the encroachment is approved by the City Transportation Engineer.
6. Bicycle parking spaces must be as close as or closer than the nearest vehicle parking space (as measured along a pedestrian walkway from the door of the use the parking serves).

2.4.3. Driveways.

- A. Applicability. The following applies to driveways, including those serving alleys, but not to new streets in conformance with Section 2.3.3.
- B. Width. Unless approved by the City Transportation Engineer or required by the Georgia Department of Transportation along a State highway, the maximum width of curb cuts, not including flares or returns at the throat of the facility, for entrances, exits, service drives and similar facilities shall be 24 feet for two-way entrances and 12 feet for one-way entrances.
- C. Number. The maximum number of driveways allowed on a site shall not exceed an amount equal to one driveway for every 300 feet of total street frontage or fraction thereof. All parcels are permitted at least one driveway.
- D. Location. Driveways may not be located on an arterial street when access is available from a collector or local street.

2.4.4. Design of Parking Structures.

- A. When a parking structure fronts an arterial or collector street its ground story must have active uses (such as, but not limited to, residential, commercial, office or civic space) located between the parking structure and the closest adjacent street (not including an alley). Such active use shall have a minimum depth of 20 feet.
- B. Where upper stories of structured parking are adjacent to or visible from any street, they must be screened so that cars and ramps are not clearly visible from ground level view from the adjacent parcel or the adjacent street (not including an alley).
- C. Structured parking facades adjacent to or visible from any street must have the appearance of a horizontal storied building.

2.4.5. Loading.

- A. On-site loading space is not required.
- B. Loading areas must be located to the rear of buildings. Loading areas must not be placed between a building and the closest adjacent street.
- C. Screening. If a loading area is provided, it must meet the following.
 1. Where a loading dock designed for tractor-trailers is placed between a shared lot line or building and the closest adjacent street (not including an alley), the entire length of the loading area must be screened.
 2. Screening must consist of either:
 - a. An 8-foot high wall compatible with the principal building in terms of texture, quality, material and color; or
 - b. Evergreen plant material that can be expected to reach a height of 8 feet with a spread of 4 feet within 3 years of planting.

2.4.6. Vehicle Access and Parking Locations.

- A. No driveway or off-street parking lots may be located between a building and the closest street unless an intervening approved building type exists.
- B. Off-street parking for the following must be accessed from alleys:
 - 1. Townhouses on lots of any width.
 - 2. All other building types on lots less than 50 feet in width.
- C. Where a garage faces a street the garage must be recessed a minimum distance of 20 feet behind the front building façade.

Sec. 2.5. - Landscaping and Screening.

2.5.1. Applicability.

- A. New Construction. Any new building or site improvement must comply with the landscaping and screening requirements of this Section.
- B. Maintenance and Repair. An existing building or site may be repaired, maintained or modernized without providing additional landscaping or screening, provided there is no increase in gross floor area or improved site area.
- C. Additions.
 - 1. When an existing building, use or site is increased in gross floor area or improved site area by up to 25% cumulatively, landscaping and screening is required for the additional floor or site area only.
 - 2. When an existing building, use or site is increased in gross floor area or improved site area by more than 25% cumulatively, both the existing building, use or site and the additional floor or site area must conform to the landscaping and screening requirements of this Section.
- D. Change in Use. A change in use does not trigger the application of these requirements except when there is a specific use standard requiring landscaping or screening for the new use.

2.5.2. Yard Landscaping.

- A. Yards between a parking lot and a street must comply with Section 2.5.3.
- B. Yards greater than 5 feet in depth and located between a building and the closest adjacent sidewalk along a street must be landscaped with grass, trees, shrubs, hedges and other landscaping materials for their entire width, with the exception of areas used for:
 - 1. Front porches and stoops;
 - 2. Outdoor dining or display;
 - 3. Pedestrian walkways used to access a street-facing pedestrian entrance;
 - 4. Driveways used to access off-street parking; and
 - 5. Amenity space, where required by Article 3.
- C. Yards greater than 10 feet in depth must be planted with one tree for each 30 feet of street frontage or portion thereof.

D. -Vegetated runoff reduction measures shall be allowed in the designated yards, if properly designed to provide stormwater management and screening functions.

2.5.3. Parking Lot Landscape Strips.

- A. Applicability. All surface parking areas (of any size) abutting a street (not including an alley) must be screened using one of the following options.
- B. Landscape Strip with Shrubs. A minimum 10 feet wide landscape strip planted with a minimum of 10 shrubs per 35 linear feet of street frontage, excluding driveway openings. Shrubs shall be provided to screen paved areas and parking lots from the right-of-way. Shrubs shall be at least 2 feet tall at time of planting. They must be planted 2 rows deep, and provide a screen within 3 years of planting.
- C. Landscape Strip with Wall.
 - 1. A 2.5 feet high wall in a minimum 4-foot planting strip.
 - 2. Walls must be close to the parking lot in order to provide a minimum 2-foot landscaped area facing the street.
 - 3. Walls must be closed and be constructed of one or a combination of the following: decorative blocks; brick; stone; cast-stone; split-faced block; or stucco over standard concrete masonry blocks.
- D. Landscape Strip with Berm.
 - 1. An earth berm a minimum of 2.5 feet higher than the finished elevation of the parking area, planted with 5 shrubs for every 35 linear feet of street frontage, excluding driveway openings.
 - 2. The berm must contain a rounded crown suitable for planting, and a stabilized side slope of no greater than 3:1.
- E. Landscape Strip with Grade Change. A 6-foot landscaped strip with a minimum 3-foot grade drop from the street to the parking area, planted with a minimum of 5 shrubs for every 35 linear feet of street frontage, excluding driveway openings.
- F. Location. A required landscape strip must be located at the outer perimeter of the parking area and must be provided along the entire parking area abutting the street, excluding breaks for pedestrians, bicycles and driveways.
- G. Plant Material. Required shrubs must be a minimum of 2.5 feet in height at time of planting. 70% of the required amount of shrubs must be evergreen.

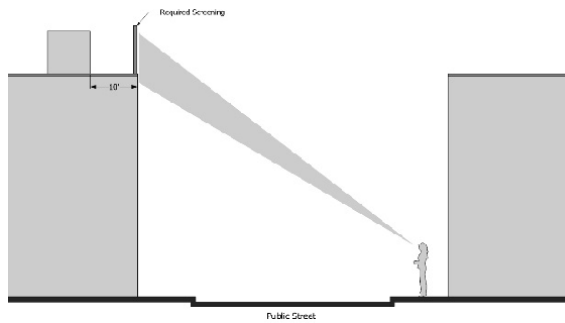
2.5.4. Screening.

- A. Service Areas.
 - 1. Trash and recycling collection and other similar service areas must be located to the side or rear of buildings and may not be between a building and the street.
 - 2. Service areas must be screened on 3 sides by a wall a minimum 6 feet in height and on the 4th side by a solid gate at a minimum of 6 feet in height.
 - 3. The wall must be opaque and be constructed of one or a combination of the following: decorative blocks; brick; stone; cast-stone; split-faced block; or stucco over standard concrete masonry blocks.

4. The gate must be self-locking and maintained in good working order.

B. Roof-Mounted Equipment.

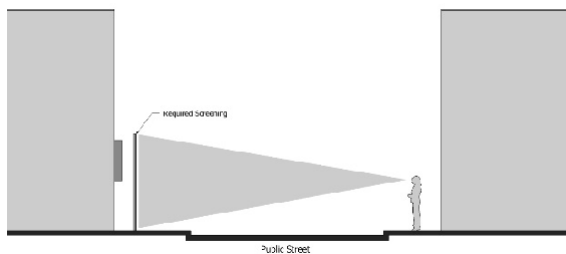
1. Roof-mounted equipment must be set back at least 10 feet from the edge of the roof and screened from ground level view from abutting parcel or abutting street (not including an alley).
2. New buildings must provide a parapet wall or other architectural element that is compatible with the principal building in terms of texture, quality, material, and color that fully screens roof-mounted equipment from ground level view.



3. For buildings with no or low parapet walls, roof mounted equipment must be screened on all sides by an opaque screen compatible with the principal building in terms of texture, quality, material, and color.

C. Wall-Mounted Equipment.

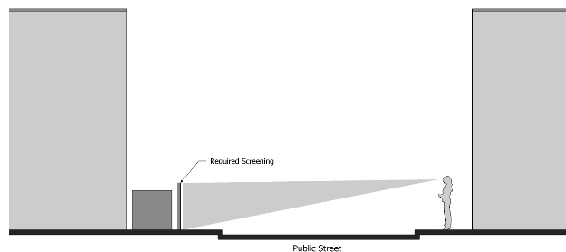
1. Wall-mounted equipment located on any surface that is visible from a street (not including an alley) must be fully screened by landscaping or an opaque wall or fence that is compatible with the principal building in terms of texture, quality, material, and color.



2. Screening must be of a height equal to or greater than the height of the mechanical equipment being screened.

D. Ground-Mounted Equipment

1. Ground-mounted mechanical equipment that is visible from a street (not including an alley) must be fully screened by landscaping or an opaque wall or fence that is compatible with the principal building in terms of texture, quality, material and color.



2. Screening must be of a height equal to or greater than the height of the mechanical equipment being screened.

2.5.5. Design and Installation.

A. Plant Material.

1. Plant materials must be hardy to zone 7b in accordance with the U.S. Department of Agriculture's Plant Hardiness Zone Map.
2. Plant materials must be able to survive on natural rainfall once established with no loss of health.
3. Tree height is measured from the top of the root ball to the tip of the main stem.
4. No artificial plants, trees, or other vegetation may be installed as required landscaping and screening.

2.5.6. Maintenance of Landscaping.

A. Responsibility. The property owner is responsible for maintaining all required landscaping and screening in good health and condition. Any dead, unhealthy, damaged or missing landscaping and screening must be replaced with landscaping and screening that conforms to this Section within 90 days (or within 180 days where weather concerns would jeopardize the health of plant materials) as approved by the City Arborist.

B. Soil Erosion.

1. All planting areas must be stabilized from soil erosion immediately upon planting and must be maintained for the duration of the use.
2. Grass areas must be sodded prior to the issuance of a Certificate of Occupancy. If grass seed must be used, it must be a variety that may be reasonably expected to produce full coverage of the area.

C. Pruning and Trimming.

1. All required landscaping must be allowed to reach its required size and must be maintained at no less than required size.
2. To prevent long-term harm to the health of required landscaping, all pruning of shrubs and trees must be done in accordance with the International Society of Arboriculture Standards entitled "ANSI A300 Standards."
3. "Topping," defined as removal of more than one-third of the leaves and branches of a tree, as measured from the lowest branch on the trunk of the tree to the top of the tree, is prohibited, except where necessary to maintain public overhead utilities.

Sec. 2.6. - Neighborhood Compatibility.

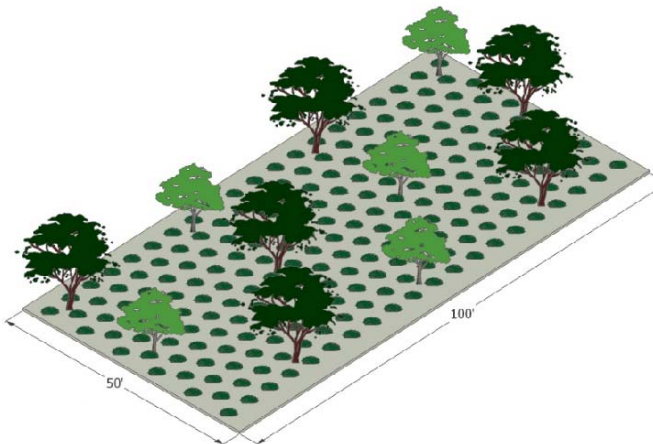
2.6.1. Applicability.

- A. Neighborhood compatibility measures are required when a lot zoned or used for a rental dwelling, office, institutional, commercial, industrial uses, or occupied by a non 'For-Sale' residential use adjoins a protected district.
- B. Protected district as used in this Section means any property zoned for or used by 'For-Sale' residential purposes. Where commercial or industrial districts or developments abut R-10M zoning

districts, the R-10M zoning district is considered a protected district and neighborhood compatibility measures also apply.

2.6.2. Buffers.

A. A 50 feet wide undisturbed buffer is required as shown in the Downtown Buffer Table.

Downtown Buffer Table		
Depth (min.)	50 ft.	
Fence/wall height (min.)	Not required	
Shade trees (min. per 100 feet and evenly spaced)	6	
Understory trees (min. per 100 feet in length and evenly spaced)	5	
Shrubs (min. per 100 feet in length and evenly spaced)	60	

B. Except as otherwise provided, herein, the buffer shall be preserved in its natural undisturbed state, except that sparsely planted buffers shall be enhanced with additional plant material. Enhancement plants must provide an opaque screen within two years of planting and must meet the following standards:

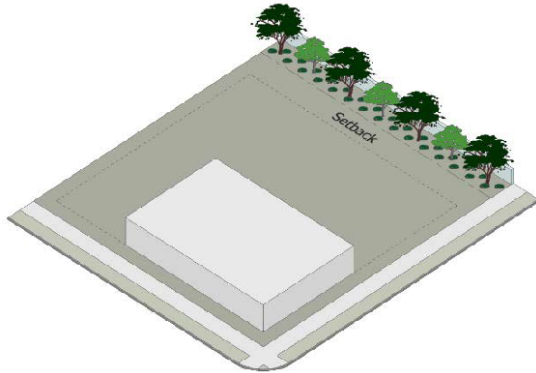
1. Plants must be a minimum of 5 feet in height at time of installation;
2. At least 75% of the total number of plants installed must be evergreen species; and
3. Plants will be planted and spaced as shown in the Downtown Buffer Table.

C. Buffers may not contain any surface parking or storm water detention ~~facilities-basins~~, or any structures except that the Director of Community Development may approve underground facilities within the buffer or the crossing of the buffer for the purpose of extending utilities. The Community Development Director may approve vegetated runoff reduction measures within the buffer. The planting requirements in A. and B. above may be varied to accommodate vegetated runoff reduction measures as part of an approved stormwater management plan, if properly designed to provide stormwater management and screening functions.

- D. Stream buffers must be replanted where disturbed for approved access, ~~detention~~ and utility crossings. Replacement plants must be approved by the City Arborist.
- E. All buffer plantings are subject to the approval of the Director of Community Development.

2.6.3. Building Setbacks.

All building setbacks are measured from the inside edge of the required buffer.



2.6.4. Transitional Height Plane.

- A. A building must not extend into a 45-degree angular plane projecting over the subject property measured from a height of 35 feet at the side interior or rear setback line.
- B. The transitional height plane ends at any public street (not including an alley) or 60 feet from the protected district lot line, whichever is less.

Sec. 2.8. - Building Design.

2.8.1. Applicable.

This Section applies to the Building Types identified in Section 2.7.

2.8.2. Fenestration.

- A. Fenestration is the minimum percentage of window and door glass that must cover a facade.
- B. Glass used to satisfy fenestration requirements must be unpainted, must have a transparency (visible light transmission) higher than 70%, and must have an external reflectance of less than 15%. Transparency and external light reflectance must be established using the manufacturer's specifications.
- C. Fenestration is measured from the top of the finished floor to the top of the finished floor above.
- D. When there is no floor above, fenestration is measured from the top of the finished floor to the top of the wall plate.

2.8.3. Pedestrian Access.

- A. A pedestrian entrance and walkway providing both ingress and egress, operable to residents at all times and operable to customers, visitors, and employees during business hours, is required to meet the street-facing pedestrian entrance requirements. Additional entrances off another street,

pedestrian area or internal parking area are permitted, but must have the same or shorter hours of operability as the street-facing entrance.

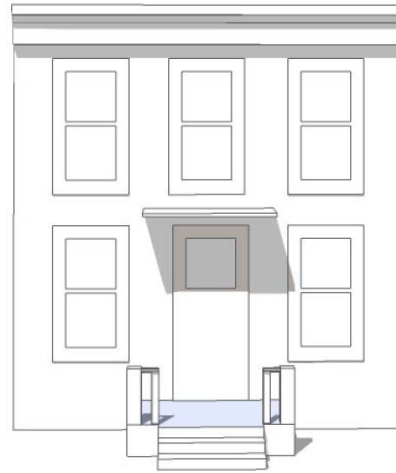
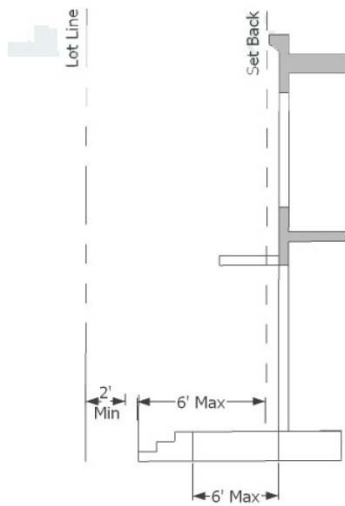
- B. An angled pedestrian entrance may be provided at either corner of a building along the street to meet the street-facing pedestrian entrance requirements.
- C. Where a lot has frontage on a civic space instead of a street, these requirement apply to and from the civic space.

2.8.4. Building Elements.

- A. **Intent.** The following standards are intended to ensure that certain building elements that when added to a street-facing facade are of sufficient size to be both usable and functional and be architecturally compatible with the building they are attached to.

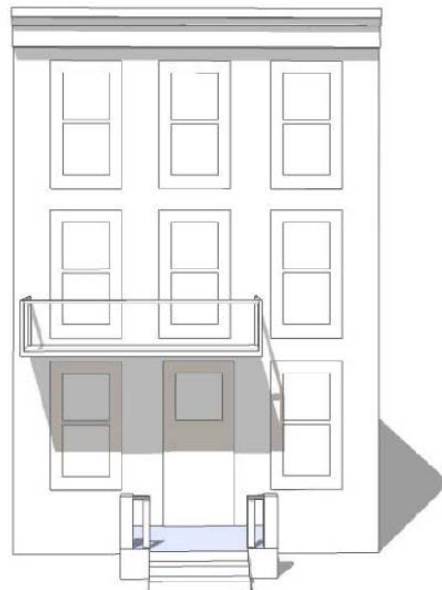
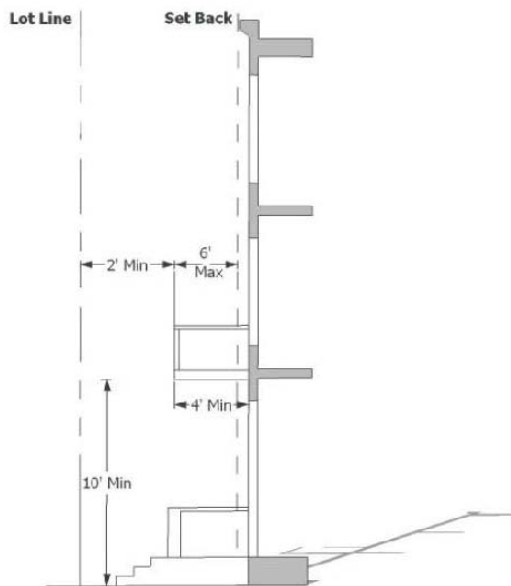


- B. **Front Porch.** A raised structure attached to a building, forming a covered pedestrian entrance to a doorway.
 - 1. A front porch must be at least 6 feet deep (not including the steps).
 - 2. A front porch must be contiguous, with a width not less than 33% of the building facade from which it projects.
 - 3. A front porch must be roofed and may be screened, but cannot be fully enclosed.
 - 4. A front porch may extend up to 9 feet, including the steps, into a required front setback, provided that such extension is at least 2 feet from the vertical plane of any lot line.
 - 5. A front porch must not encroach into the public right-of-way or required sidewalk.
 - 6. Steps leading to front porches must have enclosed risers.
 - 7. Front porch columns must be a minimum width of 8 inches.



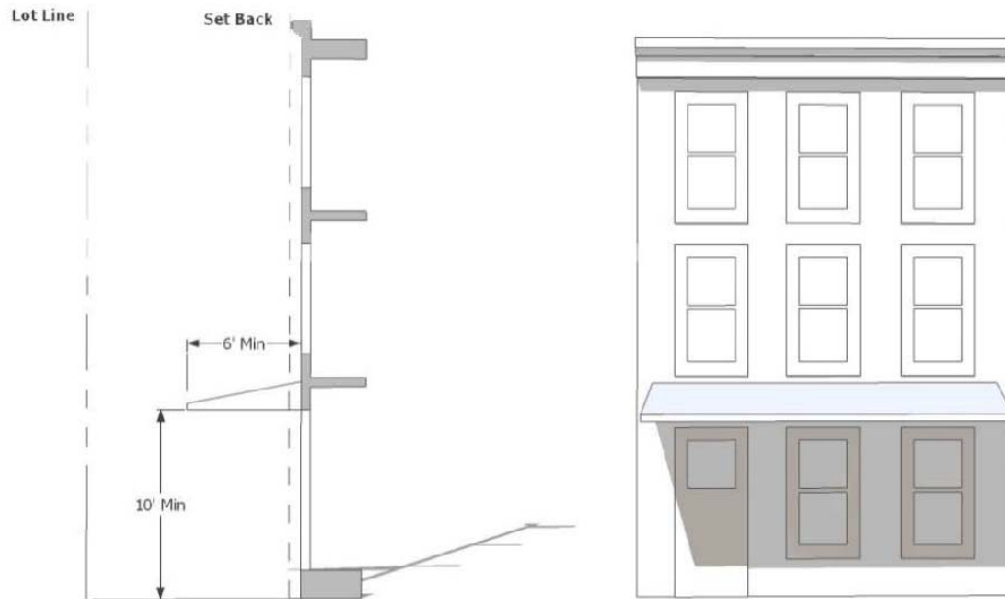
C. **Stoop.** A small raised platform that serves as a pedestrian entrance to a building.

1. A stoop must be no more than 6 feet deep (not including the steps).
2. A stoop may be covered but cannot be fully enclosed.
3. A stoop may extend up to 6 feet, including the steps, into a required setback, provided that such extension is at least 2 feet from the vertical plane of any lot line.
4. A stoop must not encroach into the public right-of-way or required sidewalk.
5. Steps leading to stoops must have enclosed risers.
6. Stoop columns, where provided, must be a minimum width of 8 inches.



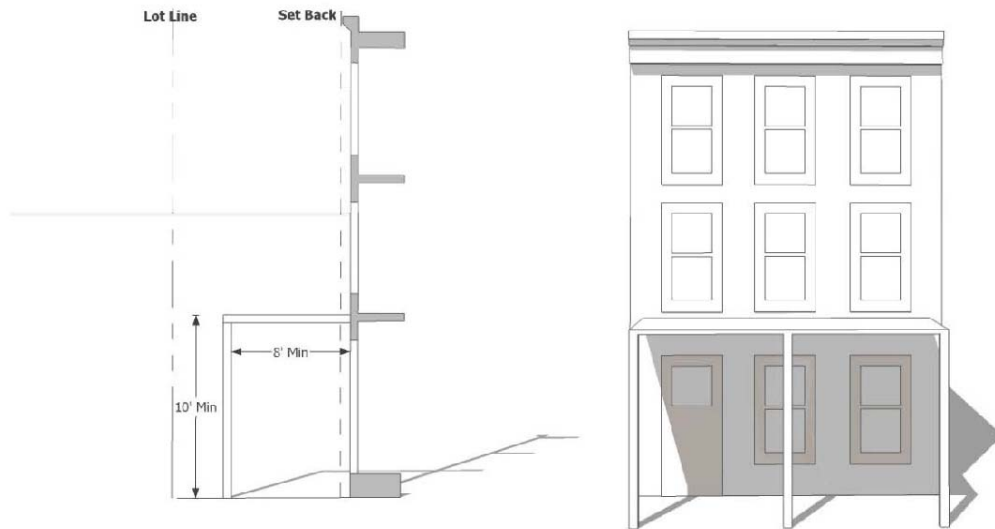
D. **Balcony.** A platform projecting from the wall of an upper-story of a building with a railing along its outer edge, often with access from a door or window.

1. A balcony must be at least 4 feet deep and may extend up to 6 feet into a required setback, provided that such extension is at least 2 feet from the vertical plane of any lot line.
2. A balcony must have a clear height above the sidewalk of at least 10 feet.
3. A balcony may be covered and screened, but cannot be fully enclosed.
4. A balcony may encroach up to 6 feet into the public right-of-way or required sidewalk but must be at least 2 feet inside the curb line or edge of pavement, whichever is greater.



E. **Awning/Canopy.** A wall-mounted, cantilevered structure providing shade and cover from the weather for a sidewalk.

1. An awning must be a minimum of 10 feet clear height above the sidewalk and must have a minimum depth of 6 feet.
2. An awning may extend into a required setback.
3. An awning may encroach up to 9 feet into the public right-of-way or required sidewalk but must be at least 2 feet inside the curb line or edge of pavement, whichever is greater.
4. Awning must be made of canvas and may not be reflective or shiny.
5. Awnings must have open ends called "shed awnings" to allow views into buildings.
6. Awnings may not be internally lit.
7. Awnings may not be narrower than nor two feet wider than the door or window opening that they serve. Where multiple doors and windows are less than two feet apart, multiple awnings may be combined into a single awning.



- F. **Gallery.** A covered passage extending along the outside wall of a building supported by arches or columns that is open on 3 sides.
1. A gallery must have a clear depth from the support columns to the building's facade of at least 8 feet and a clear height above the sidewalk of at least 10 feet.
 2. A gallery must be contiguous and extend over at least 75% of the width of the building facade from which it projects.
 3. A gallery may extend into a required setback.
 4. A gallery may encroach up [to] 9 feet into the public right-of-way or required sidewalk but must be at least 2 feet inside the curb line or edge of pavement, whichever is greater.

2.8.5. General Architectural Standards.

A. Applicability.

1. The following applies to all buildings, except as specifically stated otherwise.
2. Detached houses, carriage houses, cottage courts, semi-detached houses, townhouses, walk-up flats, and stacked flats must comply with either the following or Section 2.8.6, at the discretion of the applicant.
3. Commercial houses must comply with Section 2.9.6 [2.8.6].

B. Building Materials.

1. Exterior finish materials on walls visible from a street or civic space must be limited to brick, manufactured stone, architectural block, natural stone, wood siding, cement-based siding, cement-based panels, and/or hard coat stucco.
2. Hard coat stucco, when used as an exterior wall finish material on any individual building, is subject to the following additional standards:
 - a. Hard coat stucco may not exceed 30% of the total wall area (excluding foundations) visible from a street or civic space. For the purpose of calculating conformance with this requirement, windows and doors are not included in the total wall area.
 - b. The maximum wall length (excluding foundations) visible from a street or civic space that is finished in any continuous or discontinuous hard coat stucco is 60 feet. Authorized wall

lengths finished in hard coat stucco must be separated by a minimum wall length of 60 feet that contains no hard coat stucco.



General Visual Weight Table	
This table shows the visual weight of permitted materials. Those at the top are lighter than those at the bottom and must be combined accordingly.	
Visually Lighter ↑ ↓ Visually Heavier	Hard Coat Stucco
	Wood/Cement-Based Siding or Panels
	Brick
	Architectural Block
	Natural /Manufactured Stone

- Exterior finish materials must be combined only horizontally, with the visually heavier below the lighter as shown in the General Visual Weight Table. This does not apply to architectural details such as cornices, window sills, and beltlines.
 - No more than three different exterior finish materials, textures, colors, or combinations thereof may be used on a single building, excluding materials used on windows, doors, front porches, balconies, foundations, awnings, or architectural details.
 - Foundations must be constructed as a distinct building element that is finished in a different material or color than the exterior wall. Exposed above-ground foundations must be coated or faced in cement, hard coat stucco, brick, manufactured stone, or natural stone to contrast with façade materials.
- C. Building Facade.
- The following applies to all street-facing facades.
 - Where used, shutters must match one half the width and shape of the window opening to which they are adjacent.
 - Facades must provide visual divisions between the ground story and second story through architectural means such as courses, awnings, or a change in materials.

4. Facades must delineate all stories above the ground story with windows, belt courses, balconies, cornice lines or similar architectural detailing.
5. Windows above the ground story must be equally sized, vertically oriented, equally spaced and arranged in a grid pattern.
6. Windows must be recessed a minimum of 3 inches and a maximum of 8 inches from the adjacent façade.

D. Building Massing.

1. Facades over 50 feet in length must incorporate wall projections or recesses a minimum of 12 inches in depth. The combined length of said recesses and projections must constitute at least 20% of the total facade length.
2. Variation in the roofline of buildings and offsets in pitched roofs and gables are required. Parapets in individual building facades exceeding 100 continuous linear feet must be varied in height and projection and must use decorative elements such as crown moldings, dentals, brick soldier courses, or similar details.
3. The roofs of buildings may include cisterns and greenroofs if part of an approved stormwater management plan for the site and if designed in accordance with the GA Stormwater Management Design Manual (latest version). Above-ground cisterns and greenwalls shall require approval by the Community Development Director.

2.8.6. Small Residential Building Standards.

- A. Applicability. The following applies to detached houses, carriages houses, cottage courts, semi-detached houses, townhouses, walk-up flats, stacked flats, and commercial houses.
- B. Building Materials.
 1. The exterior finish material on all walls is limited to brick, manufactured stone, natural stone, wood siding, cement-based siding and/or hard coat stucco.

Small Residential Building Visual Weight Table

This table shows the visual weight of permitted materials. Those at the top are lighter than those at the bottom and must be combined accordingly.

Visually Lighter ↑ ↓ Visually Heavier	Hard Coat Stucco
	Wood/Cement-Based Siding or Panels
	Brick
	Architectural Block
	Natural /Manufactured Stone

2. Exterior finish materials must be combined only horizontally, with the visually heavier below the lighter as shown in the Small Residential Building Visual Weight Table. This does not apply to architectural details such as cornices, window sills, and beltlines.
3. No more than three different exterior finish materials, textures, colors, or combinations thereof may be used on a single building, excluding materials used on windows, doors, porches, balconies, foundations, or architectural details.

4. Foundations must be constructed as a distinct building element that is finished in a different material or color than the exterior wall. Exposed above-ground foundations must be coated or faced in cement, hard coat stucco, brick, manufactured stone, or natural stone to contrast with façade materials.

C. Building Facades.

1. The following apply to all street-facing facades.
2. Windows and Doors
 - a. Where used, shutters must match one half the width and shape of the window opening to which they are adjacent.
 - b. Doors and windows that operate as sliders are prohibited.
 - c. All windows must be vertically shaped with a height greater than width, except for windows that are part of a door or otherwise appropriate for a required architectural style. The top of said windows must generally be in alignment with the top of the adjacent door frame.
 - d. Windows must have true or simulated divided lights or be one-over-one lights.
 - e. Windows must include sills of wood, masonry, stone, cast stone, or terra cotta.
 - f. Window frames must be recessed a minimum of 1.5 inches from the exterior façade.
3. A stoop or front porch is required.
4. Awnings are not allowed.

D. Building Massing.

1. Pitched roofs, if provided, must be symmetrically sloped no less than 5:12, except that roofs for front porches and attached sheds may be no less than 2:12.
2. Flat roofs must be enclosed by parapets a minimum of 42 inches high, or as required to conceal mechanical equipment by Section 2.5.4.
3. All roofs must have a minimum 25-year roof life and no visible roll roofing.
4. Chimneys, where provided, must extend to the ground and must be faced in brick or stacked stone.

2.8.7. Architectural Style Requirements.

A. Applicability.

1. This section only applies to detached houses, cottage courts, and carriage houses that are accessory to a detached house or cottage court. All other building types must comply with the requirements and procedures found in the Downtown Alpharetta Design Guidelines amendment to the Alpharetta Design Review Ordinance and Design Guidelines.
2. This section is further limited to not apply to parcels zoned R-12 or R-15 when such parcels are located within a recorded subdivision that existed on the date of adoption of this ordinance.
3. This section is further limited to only apply to new construction, modification, addition, alteration, moving, destruction or demolition which would affect the exterior appearance of any structure, building, land, site or other object, as follows:
 - a. The demolition of any building, structure or object.
 - b. The moving or relocation of any building, structure or object.
 - c. Except housecleaning, any material work on the exterior appearance of existing buildings by additions, reconstruction, rehabilitation, alteration or any maintenance (including exterior color), or any exterior material changes.

- d. Any new construction of a principal building or accessory building or structure subject to view from a street or public way.

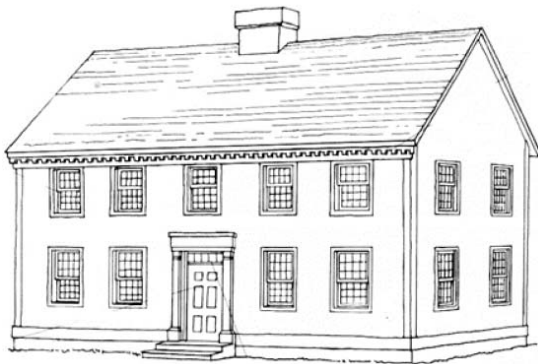
B. Administration.

1. Conformance with this section is determined by the Director of Community Development. The Director of Community Development may grant relief from one or more requirement when:
 - a. The requirement is unique to this section and is not otherwise required by the Unified Development Ordinance, another section of the Downtown Overlay, a Downtown District, or any other applicable local, State, or Federal regulation; and
 - b. The relief does not cause substantial detriment to the public good or impair the purpose and intent of this Overlay.
2. Appeals of a decision by the Director of Community Development shall be made to the Board of Appeals for interpretation.

C. General Requirements.

1. All buildings must be designed in one of the following architectural styles:
 - a. Georgian
 - b. Federal/Adam
 - c. Greek Revival
 - d. Neoclassical
 - e. Stick
 - f. Queen Anne
 - g. Shingle
 - h. Folk Victorian
 - i. Romanesque
 - j. Italianate
2. Specific elements of the required styles are identified in Section 2.8.7.D through M. More information on each style can be found in A Field Guide to American Houses by Virginia Savage McAlester, Residential Architectural Styles in Georgia by the Historic Preservation Division of the Georgia Department of Natural Resources, or other architectural resources.

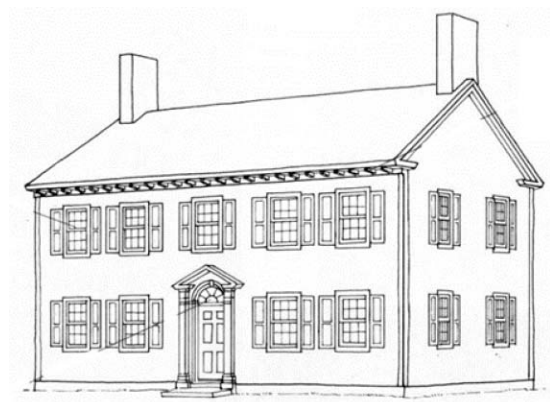
D. Georgian. Elements of the Georgian style are as follows:



Source: A Field Guide to American Houses by Virginia Savage McAlester

Façade Composition
Front facades are always symmetrical and usually five windows wide. Narrower houses are sometimes three windows wide and larger houses are sometimes seven windows wide. There is never an even number of windows across the front façade.
Front Doors
Front doors are paneled, centered, and topped with a decorative crown support by decorative pilasters. There is also usually a row of small rectangular glass panes beneath the crown, either within the door or in a transom.
Windows (visible from a street or civic space only)
Windows have double-hung sashes, typically with nine or twelve small panes per sash.
Windows are never in adjacent pairs.
Cornices
The cornice is usually emphasized with tooth-like dentils or other decorative molding.

E. **Federal/Adam.** Elements of the Federal/Adam style are as follows:



Source: A Field Guide to American Houses by Virginia Savage McAlester

Façade Composition
Front facades are always symmetrical and usually five windows wide. Narrower houses are sometimes

three windows wide and larger houses are sometimes seven windows wide. There is never an even number of windows across the front façade.

Front Doors

Front doors are paneled, centered, and topped with a semi-circular or elliptical fanlight. There are also usually sidelights, an elaborate crown and surround, and/or an extended small entry porch.

Windows (visible from a street or civic space only)

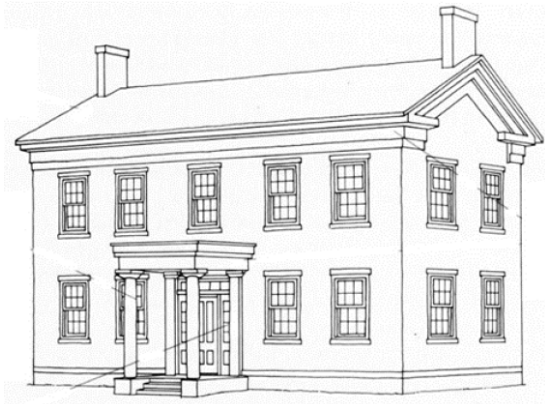
Windows have double-hung sashes, typically with six panes per sash.

Windows are never in adjacent pairs.

Cornices

The cornice is usually emphasized with tooth-like dentils or other decorative molding.

F. **Greek Revival.** Elements of the Greek Revival style are as follows:



Source: A Field Guide to American Houses by Virginia Savage McAlester

Façade Composition

Front facades of the principal building mass are usually symmetrical. Exceptions to this are limited to off-centered doors, which may be located at one side of the structure, especially in narrower detached houses.

Front Doors
Front doors include a narrow line of transom and sidelight windows, usually incorporated into an elaborate door surround.
Front entry porches or full-width porches are usually provided. Porch roofs are always supported by square or rounded columns of one of the Classical Orders.
Cornices
The cornice is emphasized with a wide, divided band of trim.
Roof
The roof is usually gabled or hipped with a low pitch.

G. **Neoclassical.** Elements of the Neoclassical style are as follows:

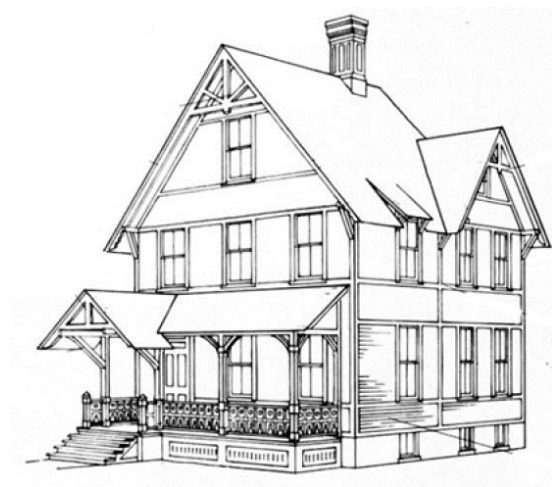


Source: A Field Guide to American Houses by Virginia Savage McAlester

Façade Composition
Front facades are always symmetrical and usually five windows wide. Narrower houses are sometimes three windows wide and larger houses are sometimes seven windows wide. There is never an even number of windows across the front façade.
Front facades are usually dominated by a full-height entry porch with a triangular gable above supported by four columns with shallow square bases.

Front Doors
Front doors are paneled, centered, and topped with a semi-circular or elliptical fanlight.
Windows
Windows have double-hung sashes.

;l0; H.\Stick. Elements of the Stick style are as follows, although it's rare for one building to have all elements:



Source: A Field Guide to American Houses by Virginia Savage McAlester

Façade Composition
Front facades are usually asymmetrical and include horizontal and vertical bands raised from the wall surface for emphasis.
Front porches or stoops are always provided and include diagonal or curving support braces.
Roofs
Roofs are steeply pitched.
When roof gables are provided they include decorative trusses. Cross gables are common.

- I. **Queen Anne.** Elements of the Queen Anne style are as follows:



Source: A Field Guide to American Houses by Virginia Savage McAlester

Façade Composition
Front facades of the principal building mass are usually asymmetrical.
Front facades include a partial- or full-width porch and extend along one or both side walls.
All facades often include textured shingles or other devices to avoid a smooth-walled appearance.
Roofs
Roofs are steeply pitched.

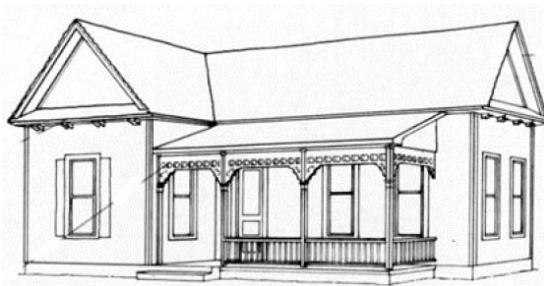
- J. **Shingle.** Elements of the Shingle style are as follows:



Source: A Field Guide to American Houses by Virginia Savage McAlester

Façade Composition
Front facades are always asymmetrical.
Front porches are almost always present.
Wall cladding and roofs are of continuous wood shingles.
Shingled walls turn corners without interruption.
Roofs
Roofs have irregular, steeply pitched roof lines, usually with cross gables and multi-level eaves.

K. **Folk Victorian.** Elements of the Folk Victorian style are as follows:



Source: A Field Guide to American Houses by Virginia Savage McAlester

Façade Composition
Front facades are always symmetrical, except when a front gable or wing is provided.
Front porches are provided and have spindlework detailing.
Roofs
Roofs are usually gabled and with very simple massing.
Roofs include brackets under eaves.

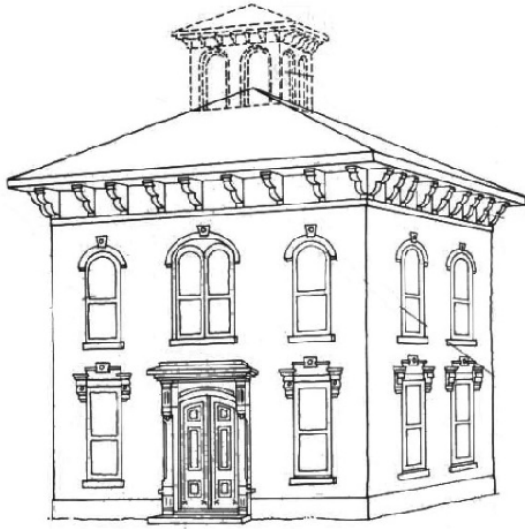
L. **Romanesque.** Elements of the Romanesque style are as follows:



Source: A Field Guide to American Houses by Virginia Savage McAlester

Façade Composition
Front facades of the principal building mass are usually asymmetrical.
Walls are of masonry.
Round top arches are provided over windows or entrances.
Roofs
Roofs shapes vary, but there are conical roofs on towers, when such are provided.

M. **Italianate.** Elements of the Italianate style are as follows:



Source: A Field Guide to American Houses by Virginia Savage McAlester

Façade Composition
Facades are usually two or three stories.
Windows
Windows often have elaborate crowns, usually of an inverted U-shape.
Windows are tall, narrow, and often arched above.
Roofs
Roofs are low pitched with widely overhanging eaves supported by decorative brackets.
Roofs often include a square cupola or tower.

2.8.8. Storefront Street Requirements.

- A. **Applicability.** These regulations apply to the portions of sites abutting the street segments designated in the Downtown Alpharetta Storefront Street Table.

Downtown Alpharetta Storefront Street Table

Street	Street Segment	Side of
--------	----------------	---------

	From:	To:	Street
Milton Avenue	A point 400 feet west of the intersection with Canton Street (centerline)	State Route 9/Main Street	Both sides
Academy Street	State Route 9/Main Street	Manning Street	Both sides
State Route 9/Main Street	A point 200 feet north of the intersection with Milton Avenue/Academy Street	Marietta Street	Both sides

- B. **Building Type Restrictions.** Buildings abutting a street segment identified in the Downtown Alpharetta Shopfront Table are limited to Mixed-Use Buildings or Shopfronts. Additional building types may be provided to the rear of a conforming Mixed-Use Building or Shopfront.

ARTICLE 3. - DOWNTOWN ZONING DISTRICTS

Sec. 3.1. - Applicability.

- A. The requirements of this Article apply to all Downtown Zoning Districts.
- B. The requirements of the Unified Development Code also apply in all Downtown Districts unless expressly stated otherwise in this Article.

Sec. 3.2. - Rules of Interpretation.

3.2.1. Site.

Defined. A site is any lot or group of contiguous lots owned or functionally controlled by the same person or entity, assembled for the purpose of development. Lots within a site may be separated by an existing public right-of-way.

3.2.2. Lot.

A. Lot Frontage.

1. Every lot (except cottage court lots) and every cottage court site must have frontage upon:
 - a. An existing public street, or
 - b. A new public street or private street built to standards of Section 2.3.3, or
 - c. A civic space meeting the standards of Section 3.2.4.B or an existing City of Alpharetta park. No more than 20% of the total lots in a site (except cottage court lots) may front on a civic space or existing City park.
2. Alleys may not be used to satisfy the lot frontage requirements of Section 3.2.2.A.1 above.
3. The minimum lot frontage is 20 feet or the minimum lot width identified in district regulations, whichever is greater.
4. Lots having frontage on a civic space or existing City park must still comply with fire lane access requirements, as applicable.

3.2.3. Residential Density.

- A. **Defined.** The dwelling units per acre of land.
- B. The residential density of a site is expressed in dwelling units per acre of land and is calculated by dividing the total dwelling units on a site by the site's acreage. Residential density includes both a base and maximum density.
- C. The ability to achieve the permitted density may be further restricted by site conditions, district regulations, or conditions or rezoning.

3.2.4. Open Space.

- A. **Defined.** Open space is the horizontal outdoor area of a site reserved to provide separation, resource protection, scenic enjoyment, recreation, or amenity. It includes two types: civic space and amenity space.
- B. **Civic space.** Civic space is the portion of open space for public use defined by the combination of certain physical constants including the relationships among their intended use, their size, their

landscaping, and their adjacent buildings. Civic spaces are limited to the following types. Each civic space approved must be usable for civic purposes. Above-ground cistern design and appearance shall require approval by the Community Development Director.:

1. **Park.** An open space available for structured or unstructured recreation. A park may be independent of surrounding buildings at its edges. Its landscape may consist of paths and trails, meadows and lawns, water bodies, runoff reduction measures such as bioretention areas, swales, cisterns, and woodlands. Recreation fields and courts may also be included. The minimum size for a park is one acre.
 2. **Square.** An open space available for unstructured recreation and civic purposes. A square is spatially defined by building or streets at its edges. Its landscape must consist of paths and trees, and may also include runoff reduction measures such as bioretention areas and cisterns, lawns and non-asphalt paved surfaces. The minimum size for a square is one-half acre.
 3. **Plaza.** An open space, available for civic purposes and commercial activities. A plaza must be spatially defined by building or streets at its edges. Its landscape must consist primarily of non-asphalt paved surfaces and trees, and may include runoff reduction measures such as bioretention areas and cisterns. The minimum size for a plaza is one-quarter acre.
 4. **Pocket Park.** An open space, available for unstructured recreation. A pocket park may be spatially defined by buildings or streets at its edges. Its landscape must consist of lawn and trees, and may include runoff reduction measures such as bioretention areas and cisterns. There is no minimum size for pockets parks.
 5. **Playground.** An open space designed and equipped for the recreation of children. A playground must be fenced and may include an open shelter. Playgrounds must be interspersed within residential areas, may be placed within a block, and may be included in parks and greens. There is no minimum size for playgrounds. Playgrounds may include runoff reduction measures such as bioretention and underground detention.
- C. **Amenity space.** Amenity space is the covered or uncovered, but unenclosed, outdoor areas of at least 100 square feet each for use by the occupants, invitees and guests of the development and specifically excluding Civic Spaces and required sidewalks. Amenity spaces may include, but are not limited to:
1. Rooftop decks;
 2. Balconies;
 3. Patios and porches;
 4. Outdoor dining areas;
 5. Pool areas;
 6. Tennis courts, basketball courts, and similar uses;
 7. Yards, lawns, and gardens;
 8. Hardscape areas improved for pedestrian enjoyment; and
 9. Wooded areas.
 10. Runoff reduction measures such as bioretention areas and cisterns.
- Each amenity area approved must function as an amenity area. Above-ground cistern design and appearance shall require approval by the Community Development Director.
- D. Open space may be privately or publically owned. Private open space is open space that is owned by a corporation, individual, or homeowners association. Public open space is open space owned by a governmental agency.
- E. Wetlands, lakes, ponds, streams, rivers, flood zones, and stream buffers may only be considered open space when located within one of the five types of civic spaces identified in Section 3.2.4.B, unless part of approved stormwater management plan for the site that includes runoff reduction measures.

- F. No required buffer, except for stream buffers, may be used to satisfy open space requirements.
- G. Stormwater management facilities for the site may be used to satisfy open space requirements if they meet this Chapter's definition of open space. Open space credit may be given at the discretion of the Director of Community Development. ~~Stormwater management facilities may not be used to satisfy open space requirements.~~
- H. No areas used for vehicles, except for incidental service, maintenance, or emergency actions, may be used to satisfy open space requirements.
- I. A site's Open space requirements shall be considered completely satisfied when a development incorporates a historic building that complies with all of the following:
1. The building is at least 75 years old and is listed on the following table:
 - 2.

Original Building Address		
94 Academy Street	30 Milton Avenue	48 Old Roswell Street
375 Brady Place	35 Milton Avenue	37 Roswell Street
133 Canton Street	90 Milton Avenue	54 Roswell Street
193 Canton Street	242 Milton Avenue	61 Roswell Street
212 Canton Street	333 Milton Avenue	88 Roswell Street
36 Church Street	20 North Main Street	103 Roswell Street
37 Church Street	31 North Main Street	119 Roswell Street
10 Cumming Street	38 North Main Street	164 Roswell Street
18 Cumming Street	69 North Main Street	3 South Main Street
40 Cumming Street	101 North Main Street	9 South Main Street
112 Cumming Street	116 North Main Street	21 South Main Street
130 Cumming Street	126 North Main Street	23 South Main Street
122 Marietta Street	134 North Main Street	50 South Main Street
171 Marietta Street	1720 Old Milton Pkwy	531 South Main Street

24 Milton Avenue	1815 Old Milton Pkwy	86 School Drive
25 Milton Avenue	1835 Old Milton Pkwy	

3. The building is deemed fit for human habitation in accordance with Article III of Chapter 5 of The Code of the City of Alpharetta, Georgia; and
 4. A binding legal agreement that established a program for guaranteeing maintenance of said building through a condominium association, a homeowner association, bonding, or other protective maintenance guarantees is signed by all property owners and/or their prospective successors in title and is submitted to the City of Alpharetta.
- J. When a historic building used to satisfy open space requirements in accordance with Section 3.2.4.I. is subsequently completely destroyed, the applicable open space requirements of the zoning district must be satisfied within one year unless a variance is granted by the Board of Appeals.

Sec. 3.3. - Building Types Allowed.

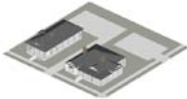
Building types are allowed by Downtown Zoning District as shown below.

Building Type		DT-C	DT-MU	DT-LW	DT-R
x 	Detached House	■	■	■	■

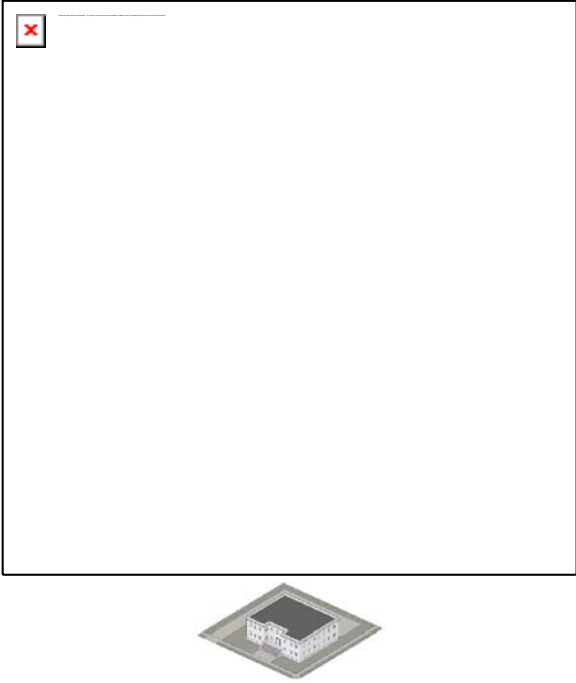
 	Carriage House	■	■	■	■
 	Cottage Court	■	■	■	■

 	Semi-Detached House				
 	Townhouse				

 	Walk-Up Flat	■	■	■	
 	Stacked Flat	■	■		

 	Commercial House				
 	Shopfront				

 	Mixed-Use Building				
 	General Building				

	Civic Building	■	■	■	■
---	----------------	---	---	---	---

Sec. 3.4. - Uses Allowed by District.

3.4.1. Allowed Use Table.

- A. In order to regulate a variety of similar uses, use categories have been established for principal uses. Use standards for both principal and accessory uses are specified in Section 2.3 and Section 2.7 of the Unified Development Code. Uses not listed may be interpreted by the Director of Community Development. When the Director of Community Development cannot determine placement, an application shall be made to the Board of Appeals for interpretation.
- B. Principal and accessory uses allowed by district are shown in the table below.

3.4.2. Use Table Key.

- A. Permitted Use (X). Indicates a use is permitted in the respective district. The use is also subject to all other applicable requirements of the Unified Development Code.
- B. Conditional Use (O). Indicates a use may be permitted in the respective district only where approved by the City Council in accordance with Section 4.2 of the Unified Development Code. Conditional uses are subject to all other applicable requirements of the Unified Development Code, including any applicable use standards, except where the use standards are expressly modified by the City Council as part of the conditional use permit approval.
- C. Use Not Permitted. An empty cell indicates that a use is not permitted in the respective district.

Key: X = Permitted Use O = Conditional Use Empty Cell = Use Not Permitted

Use Category	Downtown Zoning Districts			
Specific Use	DT-C	DT-MU	DT-LW	DT-R
Open Uses				
Community Garden	X	X	X	X
Equestrian Center				
Farmlands (including Livestock, poultry)				
Greenhouse, Nursery				
Residential Uses				
Household living (see district regulations for additional density and Conditional Use Permit requirements):				
Dwelling, 'For-Sale,' Attached	X	X	X	X
Dwelling, 'For-Sale,' Detached	X	X	X	X
Dwelling, 'For-Rent'	O	O		
Group living:				
Congregate Housing, Assisted Living Facility	O	O		
Home-Elderly, Children, Nursing	X	X		
Public/Institutional Uses				
Associations, (Clubs & Lodges)	X	X	O	O
Cemetery				

Church, Synagogue, Other Place of Worship	O	O	O	O
Country Club				
Fire Station	X	X		
Golf Course, Driving Range				
Museums & Libraries	X	X	O	
Park and Playground	X	X	X	X
Power Station				
Prison				
Public Building	X	X	O	
Sewage, Disposal Plant				
School, Academic	O	X	O	
School, Commercial (Beauty, Business)	X	X	O	
Utility Substation	O	O	O	O
Telecommunications				
Antenna Tower				
Broadcasting Studio (Radio & TV)	O	O	O	
Switching Station (Telecom)				
Commercial Uses				
Adult Entertainment Establishment				
Amphitheater	O	O	O	

Animal Hospital, Small Animal (Veterinarian)	O	O		
Animal Hospital, Large Animal		O		
Art Galleries	X	X	O	
Athletic Facilities/Fitness Studio	X	X	O	
Auditorium	O	O	O	
Auto Sales and Leasing (Trucks, Vans, Cars & Accessories)		O		
Automotive Parts	X	X		
Automotive Service		X		
Bakery (under 8,000 square feet in floor area)	X	X	O	
Bakery (8,000 square feet or more in floor area)		X		
Bank, Savings & Loan, Mortgage Company	X	X	O	
Barber Shop	X	X	O	
Beauty Shop	X	X	O	
Bed & Breakfast	X	X	O	O
Book Store or Stationery	X	X	O	
Car Wash				
Carpet and Rug Sales	O	O		
Check Cashing		O		
Clinic, Public/Private	X	X	O	
Contractor's Office (with no outside storage)	O	X	O	

Contractor's Office (with outside storage)		O		
Convenience Center (with gas pumps)		X	O	
Dance Studio	X	X	O	
Day Care Center	O	X	O	
Drug Store, Pharmacy	X	X	O	
Dry Cleaning, Pick-Up Station	X	X		
Florist, Retail (with no greenhouse)	X	X	O	
Florist, Retail (with greenhouse)		O		
Funeral Home (with no cemetery or mausoleum)	O	O	O	
Golf, Miniature		O		
Grocery Store (under 2,000 square feet in floor area, located at a street corner, and limited to one per block)	X	X	O	
Grocery Store (2,000 square feet or more in floor area)	X	X		
Hardware & Garden Supply Store (under 8,000 square feet in floor area)	X	X		
Hardware & Garden Supply Store (8,000 square feet or more in floor area)		X		
Home Improvement Store		X		
Hospital		O		
Hotel	O	O		
Indoor Shooting Range				
Kennel				

Laundry, Self-Serve, Pick-Up		X		
Liquor Store	O	O		
Massage Therapy		O		
Nail Salon	X	X	O	
Office	X	X	X	
Outdoor Recreational Facilities (Commercial) (Playfields, etc.)	O	O	O	
Parking Lot, Commercial (under 30 spaces)	O	O	O	
Parking Lot, Commercial (30 spaces or more)	O	O		
Pawn Shop				
Pet Day Care (with no overnight boarding)	X	X	O	
Pet Grooming	X	X		
Print Shop	X	X	O	
Recreation Facilities, Indoor (Health Clubs, Bowling Alley, Skating Rink, Billiards, Children's event facilities, etc.)	O	O	O	
Rental Services Establishment with no outside storage	O	X		
Restaurant (see Accessory Uses for additional drive-through requirements)	X	X	O	
Retail Establishment (with no mixed-sales)	X	X	O	
Retail Establishment (with mixed-sales)	O	O		
Service Station, Automotive		X		
Shop or Studio, Craftsman/Artist	X	X	O	

Small Appliance Repair Shop	O	O		
Spa Services	O	O	O	
Tattoo Parlor & Body Piercing				
Theater, Cinema	O	O	O	
Industrial Uses				
Asphalt Plant				
Bottle Gas Storage & Distribution				
Builder's Equipment/Material				
Carpenter Shop, Woodworking (under 8,000 square feet in floor area)	O	O		
Carpenter Shop, Woodworking (8,000 square feet or more in floor area)				
Concrete Plant				
Dry Cleaning, Plant				
Glass Fabrication (under 8,000 square feet in floor area)				
Glass Fabrication (8,000 square feet or more in floor area)	O	O		
Junk Yard				
Laboratory, Research Commercial				
Laundry, Industrial				
Locker, Frozen Food or Cold Storage				
Machine Shop				
Manufacturing, Heavy, General				

Manufacturing, Light, Limited (under 8,000 square feet in floor area)	O	O	O	
Manufacturing, Light, Limited (8,000 square feet or more in floor area)				
Mini-warehouse Storage, Conditioned or Unconditioned Space				
Pest Control Business (with or without onsite chemical storage)		O		
Recycling Center				
Rental Services Establishment with outside storage (other than auto related)				
Salvage Yards				
Sawmill				
Septic Tank, Sales, Construction				
Storage, Inside				
Storage, Outside				
Taxidermist				
Tire Retreading				
Transfer Station				
Welding Shop				
Wholesale Storage and Distribution				
Transportation Uses				
Airport, Public/Private				
Heliport, Public/Private				
Limousine Service & Taxi (with or without outside vehicle storage)		O		

Accessory Uses				
Clubhouse, swimming pool, or community recreation facilities serving a development	X	X	X	X
Drive-Through Window		O	O	
Dwelling, 'For-Sale', Accessory	X	X	X	X
Family Day Care Home	X	X	X	X
Group Home				
Home Occupation	X	X	X	X
Live-Work	X	X	X	
Parking Garage	X	X	O	
Privacy and decorative fences and walls	X	X	X	X
Retail service uses up to 25% of the floor area of an office building for services incidental to the associated office use.	X	X	O	
Retaining walls and other site improvement structures approved as part of the development permit.	X	X	X	X
Signs, subject to all of the requirements regulating signage of the district.	X	X	X	X
Special Care Home	X	X	X	X
Swimming pool, tennis court, detached garage, play house, green house, storage shed, patio, gazebo and other private recreation facilities	X	X	X	X
Vehicle access, parking and loading areas	X	X	X	X

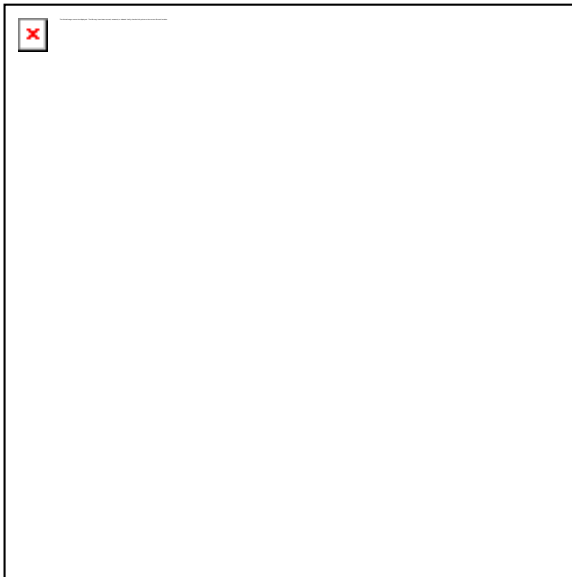
3.4.3. Specific Use Standards.

The following principal and accessory uses must conform with the indicated use standards.

- A. **Dwelling, 'For-Sale' Accessory.** Where a Dwelling, 'For-Sale' Accessory is allowed, it is subject to the following:
1. The dwelling shall be accessory to a permitted commercial use and shall be located above or to the rear of such use to which it is accessory.
 2. The dwelling shall be attached by a common wall with the commercial or office structure to which it is accessory.
 3. The dwelling shall be occupied by a single family, a member of whom is the owner or tenant of the commercial structure to which it is accessory.
 4. The square footage of the dwelling shall not exceed 40% of the combined square footage of the commercial structure and the dwelling.
 5. The dwelling and the commercial structure to which it is accessory shall be in compliance with all applicable provisions of the life safety code, the building code, and other codes of the City.
- B. **Live-Work.** Where Live-Work is allowed, it is subject to the following:
1. Live-work is only permitted on the first floor of a dwelling unit.
 2. A minimum of one person must occupy the dwelling containing the live-work use as their primary place of residence.
 3. The live-work use may employ no more than two persons not living on the premises at any one time.
 4. No business storage or warehousing of material, supplies or equipment is permitted outside of the dwelling containing the live-work use.
 5. The nonresidential use of the live-work use is limited to a permitted or conditional use in the zoning district.
 6. No equipment or process may be used in connection with the live-work use that creates noise, vibration, glare, fumes, odors, or electrical interference detectable to the normal senses, off the premises.
 7. No more than 5 customers are permitted on the premises at any one time.

Sec. 3.5. - DT-C: Downtown Core.

3.5.1. Purpose.



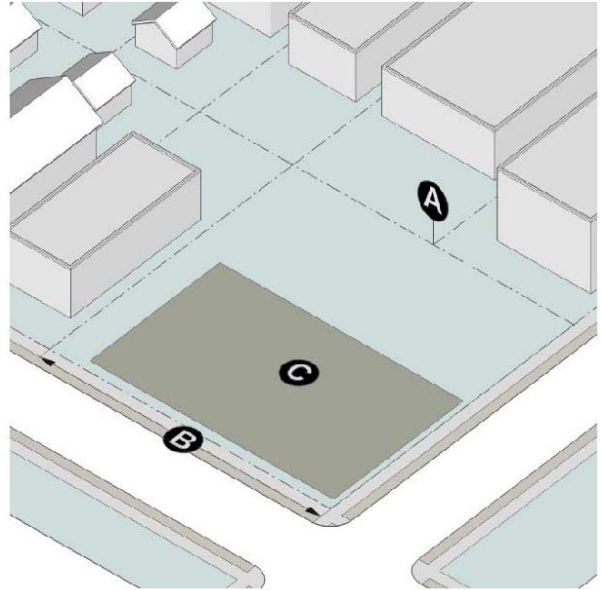
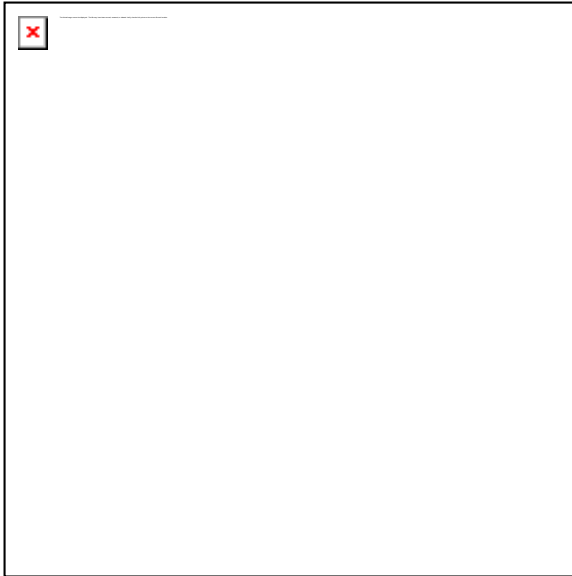
The purpose of this district is to provide for compact development in Alpharetta's core that is compatible with the area's historic character and includes a variety of commercial uses serving the entire city, civic uses, and residential uses.

3.5.2. Building Types Allowed.

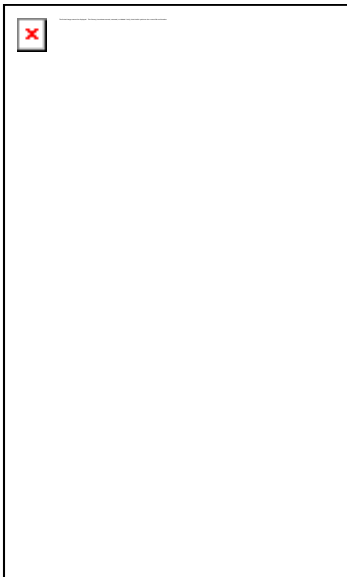
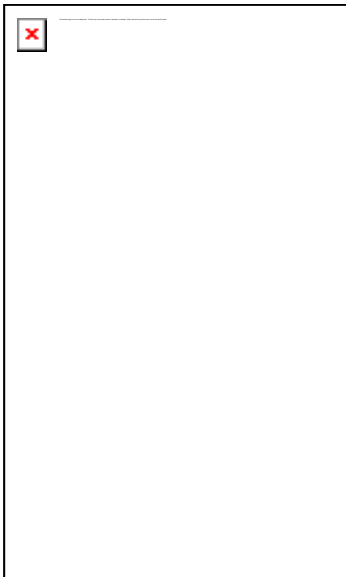
The following building types are allowed:

- A. Detached House
- B. Carriage House
- C. Semi-Detached House
- D. Townhouse
- E. Cottage Court
- F. Walk-Up Flat
- G. Stacked Flat
- H. Commercial House
- I. Shopfront
- J. Flex Building
- K. Mixed-Use Building
- L. General Building
- M. Civic Building

3.5.3. Dimensional Standards.

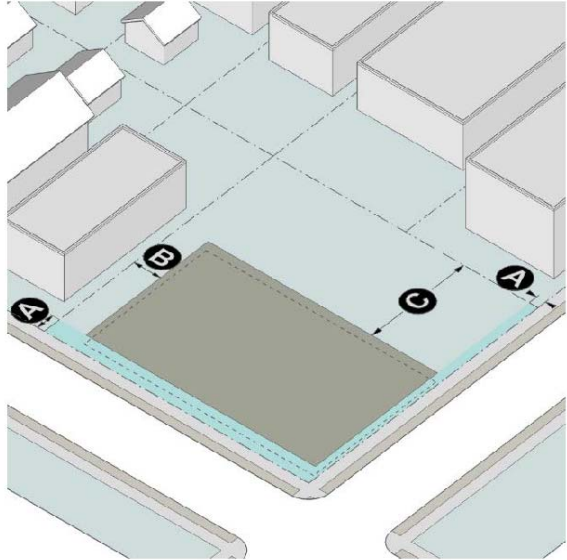


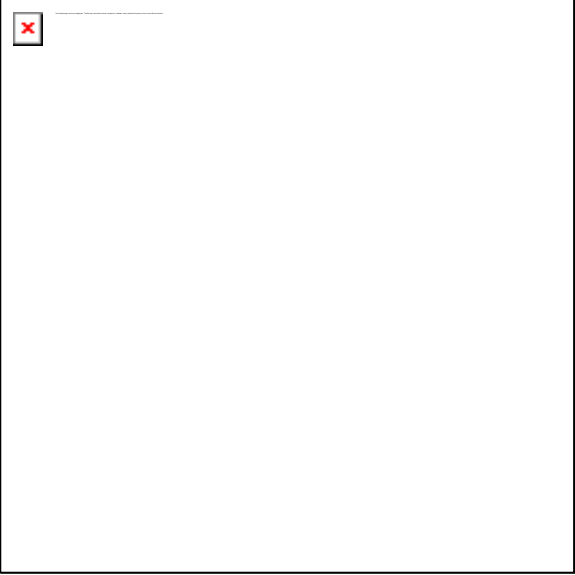
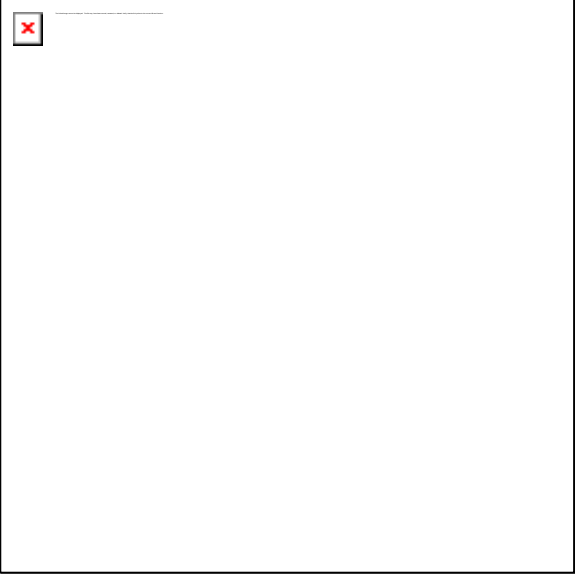
Site Standards	
Residential Density:	No Limit
Min. Amenity Space Requirement:	5% of site (all sites)
Min. Civic Space Requirements:	10% of site (only sites over 5 acres)

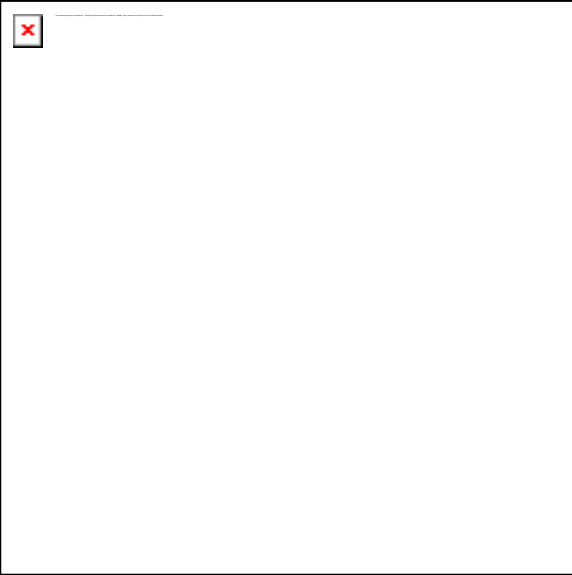
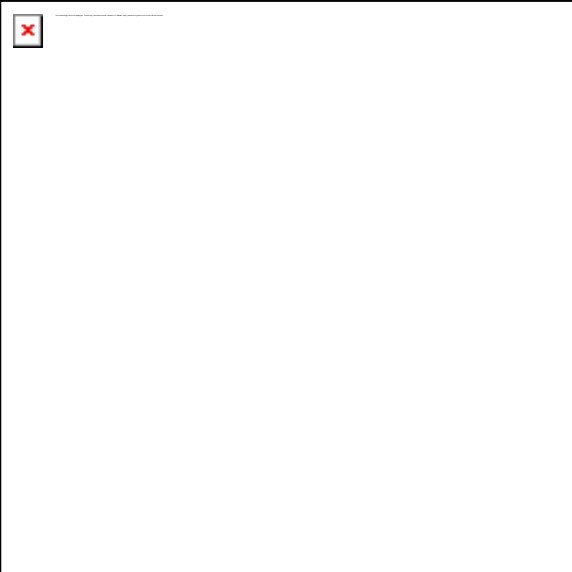
Lot Standards	 	Area	Width
Detached House:	2,500 sf min.		25 ft min.
Carriage House:	Same as principal structure		
Semi-Detached House:	2,500 sf min.		25 ft min.
Townhouse:	900 sf min.		20 ft min.
Cottage Court:	1,200 sf min.		20 ft min.
All other Building Types:	No min.		20 ft min.
Lot Coverage			

✕ ©	All Building Types:	90% max.
---	---------------------	----------

3.5.4. Building Placement.

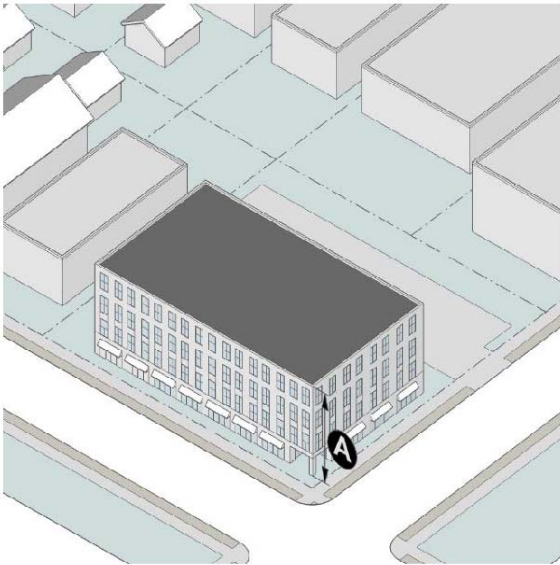
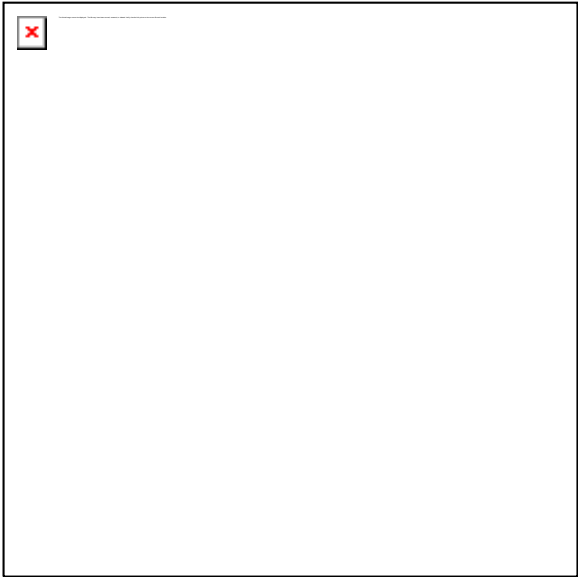
✕	
Principal and Accessory Structure Setbacks	

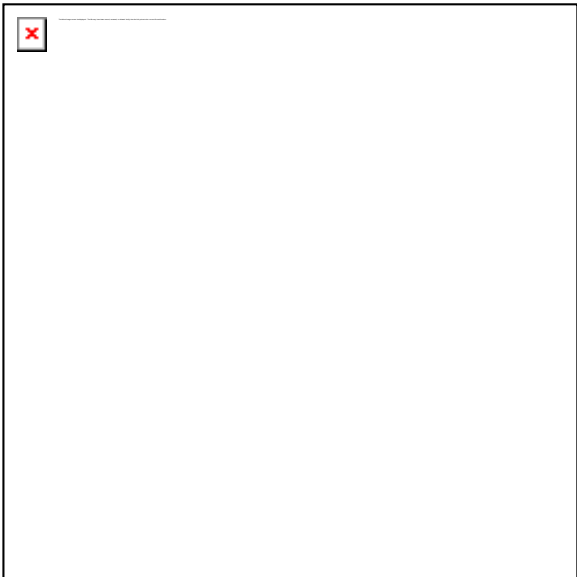
	Front Yard:	0 ft. min., 10 ft max.
	Side Yard:	0 ft. min.

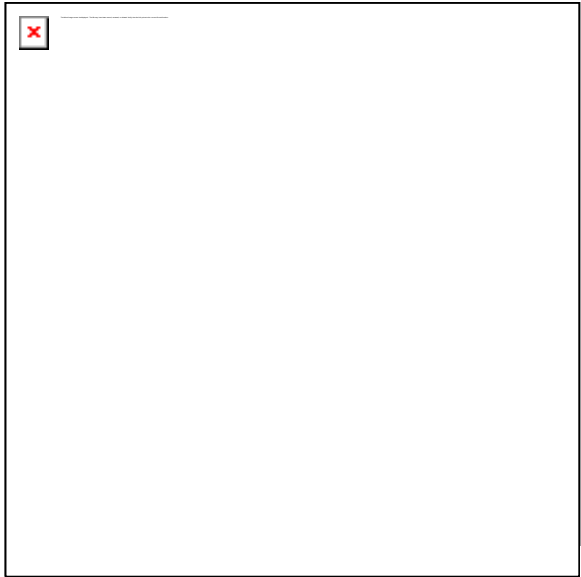
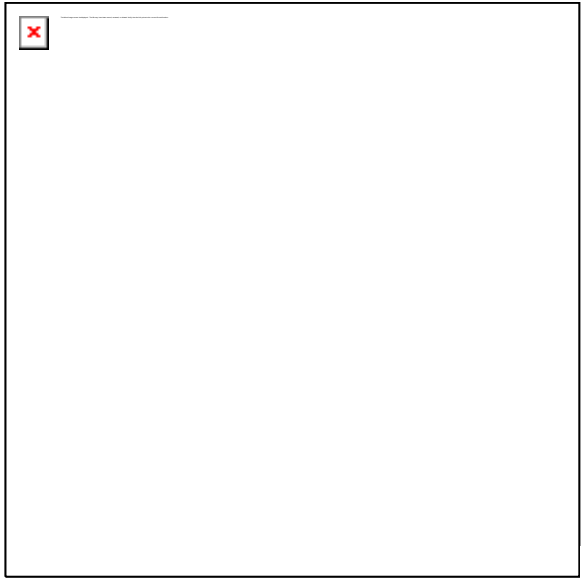
	Rear Yard (no alley):	6 ft. min.
	Rear Yard (alley):	3 ft. min.

Greater side setbacks, greater rear setbacks, and greater building separation may be required as established by the applicable building or fire codes. In order to optimize smart stormwater design, required setbacks may accommodate runoff reduction measures such as bioretention areas, cisterns, and greenwalls, provided such setbacks meet fire code standards. The runoff reduction measures may not compromise public safety such as the sight distance triangles required by the City and must include a long-term maintenance agreement. Above-ground cisterns or other vertical runoff reduction measures shall require approval by the Community Development Director.

3.5.5. Bulk and Mass.

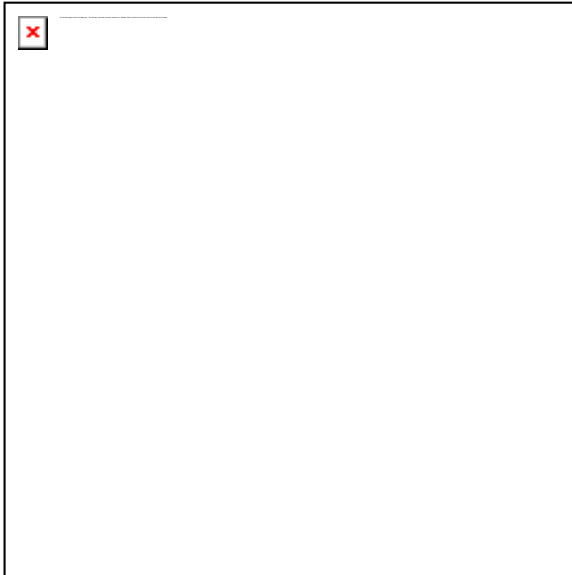


Building Height		
	Min. Street-Facing Façade Height in Feet:	18 ft

	Max. Height in Stories:	4 stories
	Max. Height in Feet:	60 ft
The minimum permitted building height is wherever is more.		
The maximum permitted building height is whichever is less.		

Sec. 3.6. - DT-MU: Downtown Mixed-Use.

3.6.1. Purpose.



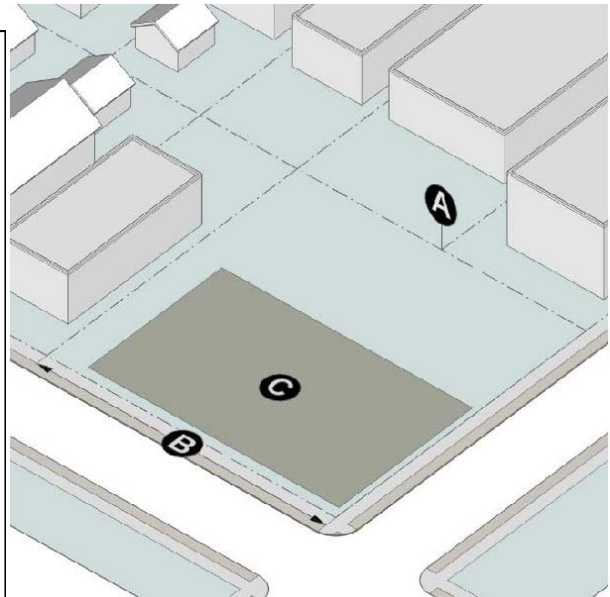
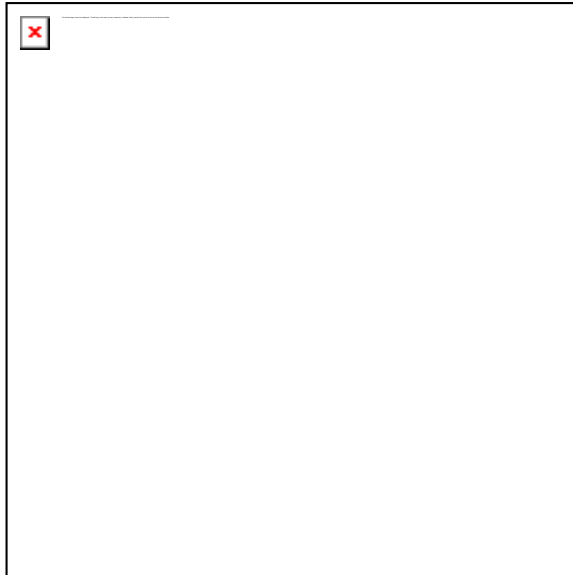
The purpose of this district is to provide for a variety of residential housing, commercial, and civic options along major corridors leading to the Downtown Core.

3.6.2. Building Types Allowed.

The following building types are allowed:

- A. Detached House
- B. Carriage House
- C. Semi-Detached House
- D. Townhouse
- E. Cottage Court
- F. Walk-Up Flat
- G. Stacked Flat
- H. Commercial House
- I. Shopfront
- J. Flex Building
- K. Mixed-Use Building
- L. General Building
- M. Civic Building

3.6.3. Dimensional Standards.

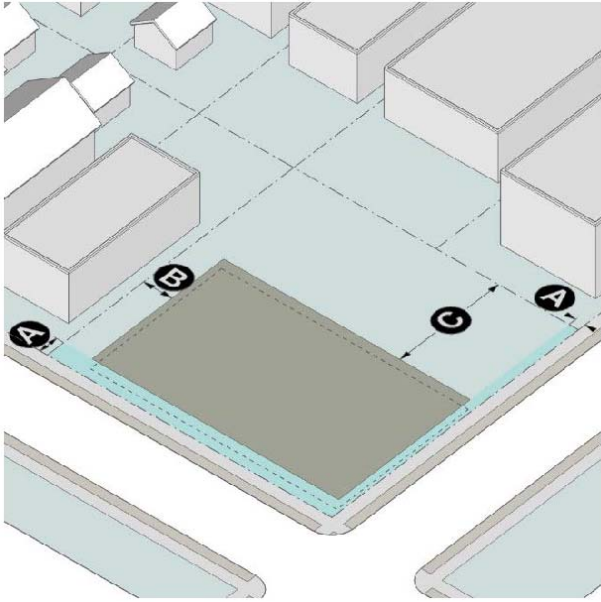


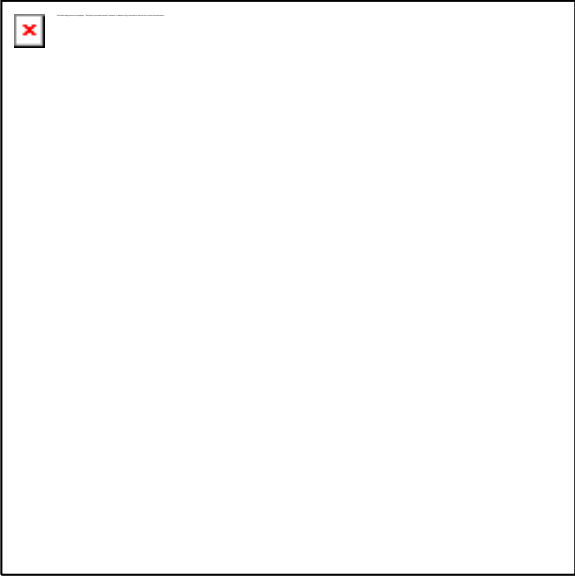
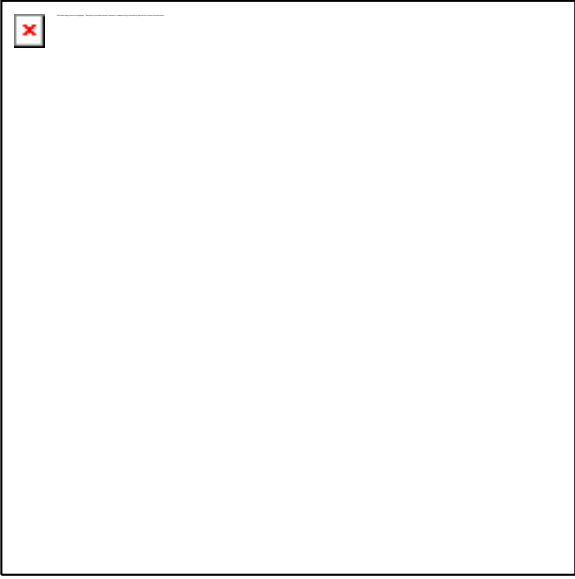
Site Standards for All Sites	
Residential Density (no Conditional Use Permit):	10 u/a
Residential Density (with Conditional Use Permit):	As approved by City Council
Min. Amenity Space Requirement:	10% of site
Additional Standards for Sites Over 5 Acres	
Min. Civic Space Requirements:	10% of site

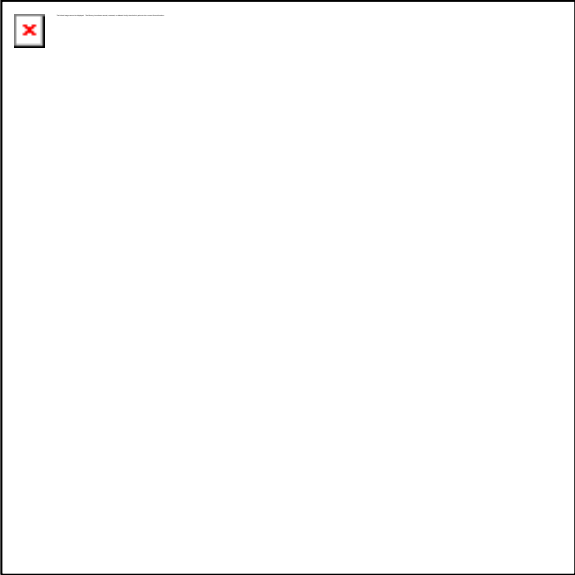
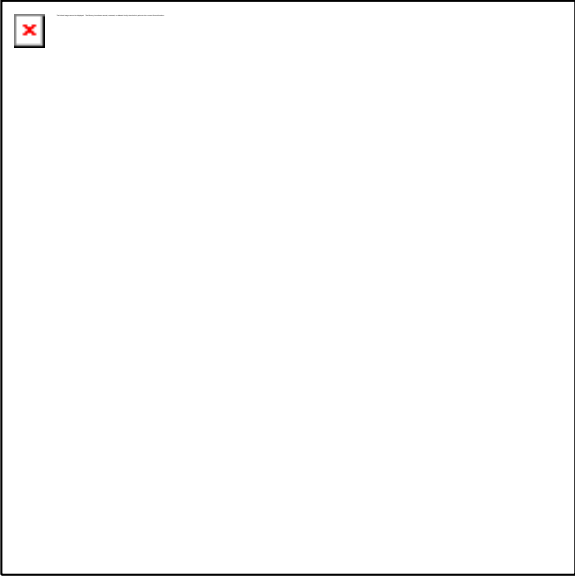
Lot Standards	 	Area	Width
Detached House:	2,500 sf min.		25 ft min.
Carriage House:	Same as principal structure		
Semi-Detached House:	2,500 sf min.		25 ft min.
Townhouse:	900 sf min.		20 ft min.
Cottage Court:	1,200 sf min.		20 ft min.
All other Building Types:	No min.		20 ft min.
Lot Coverage			

	All Building Types:	80% max.
---	----------------------------	-----------------

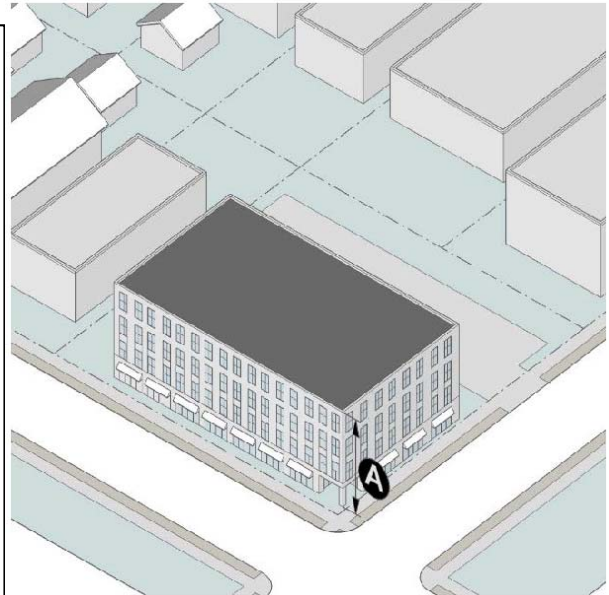
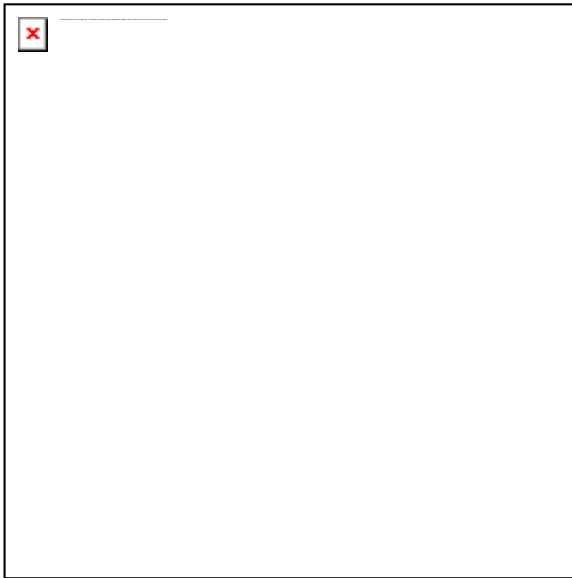
3.6.4. Building Placement.

	
Principal and Accessory Structure Setbacks	

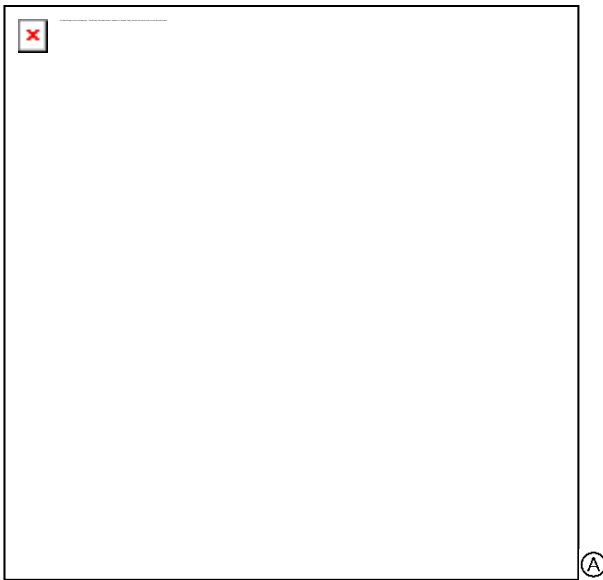
	Front Yard:	5 ft. min., 10 ft max.
	Side Yard:	0 ft. min.

	Rear Yard (no alley)	6 ft. min.
	Rear Yard (alley):	3 ft. min.
Greater side setbacks, greater rear setbacks, and greater building separation may be required as established by the applicable building or fire codes. <u>In order to optimize smart stormwater design, required setbacks may accommodate runoff reduction measures such as bioretention areas, cisterns, and greenwalls, provided such setbacks meet fire code standards. The runoff reduction measures may not compromise public safety such as the sight distance triangles required by the City and must include a long-term maintenance agreement. Above-ground cisterns or other vertical runoff reduction measures shall require approval by the Community Development Director.</u>		

3.6.5. Bulk and Mass.



Building Height



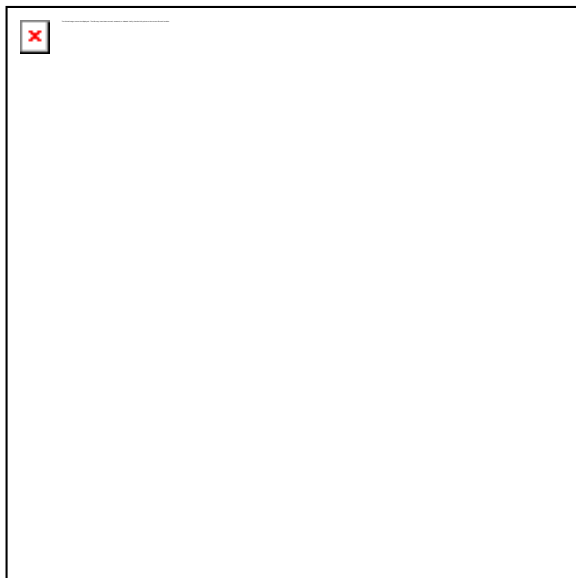
Max. Height in Stories:

4 stories

	Max. Height in Feet:	60 ft
Ⓐ		
The maximum permitted building height is whichever is less.		

Sec. 3.7. - DT-LW: Downtown Live-Work.

3.7.1. Purpose.



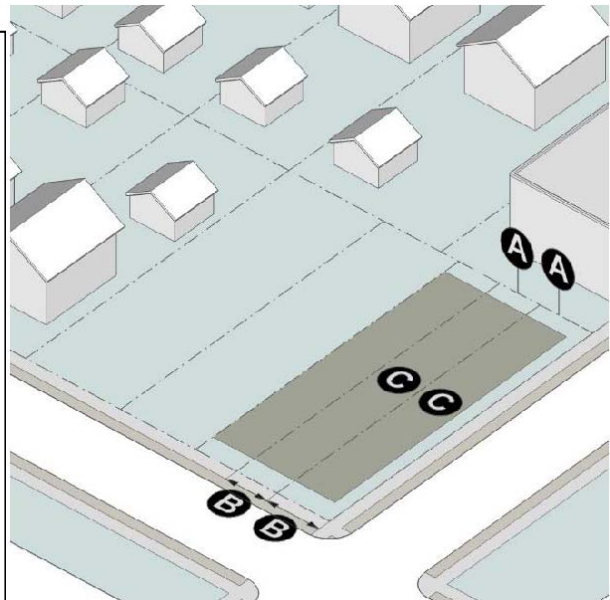
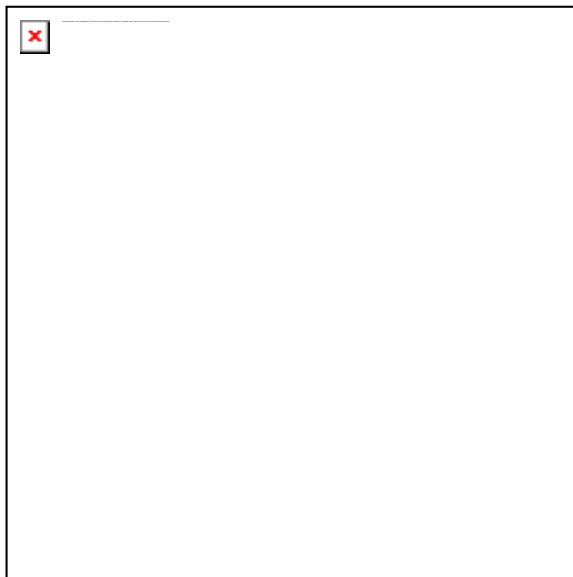
The purpose of this district is to provide for a variety of residential housing options, civic uses, and limited commercial uses and developments that are compatible with residential surroundings.

3.7.2. Building Types Allowed.

The following building types are allowed:

- A. Detached House
- B. Carriage House
- C. Semi-Detached House
- D. Townhouse
- E. Cottage Court
- F. Walk-Up Flat
- G. Commercial House
- H. Shopfront
- I. Flex Building
- J. Mixed-Use Building
- K. General Building
- L. Civic Building

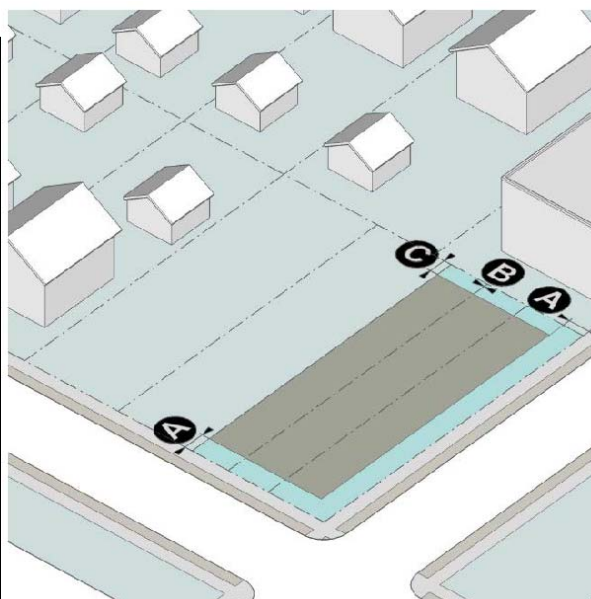
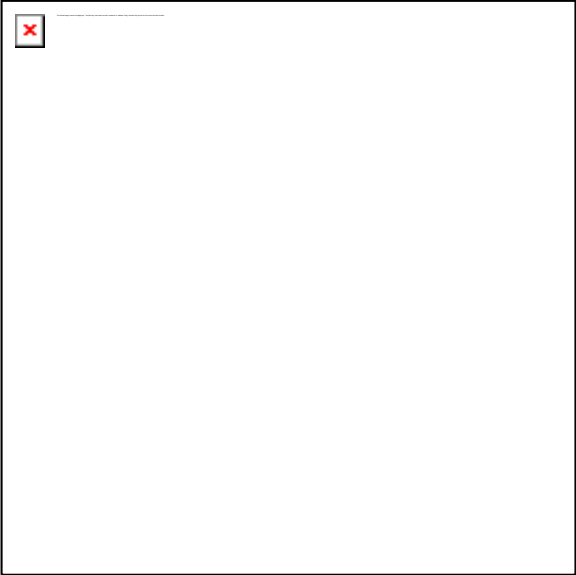
3.7.3. Dimensional Standards.



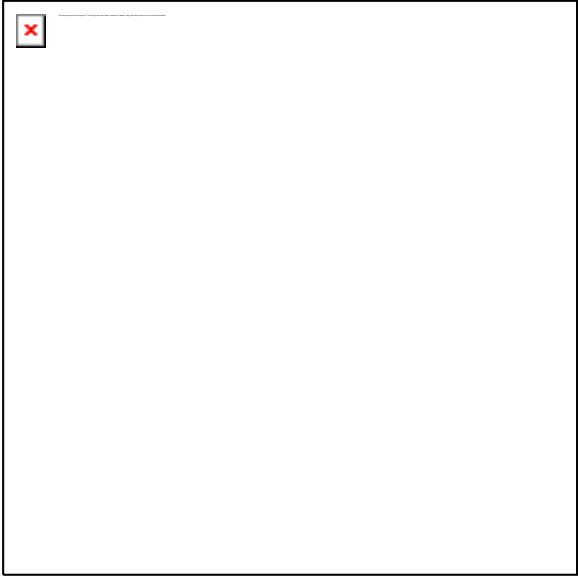
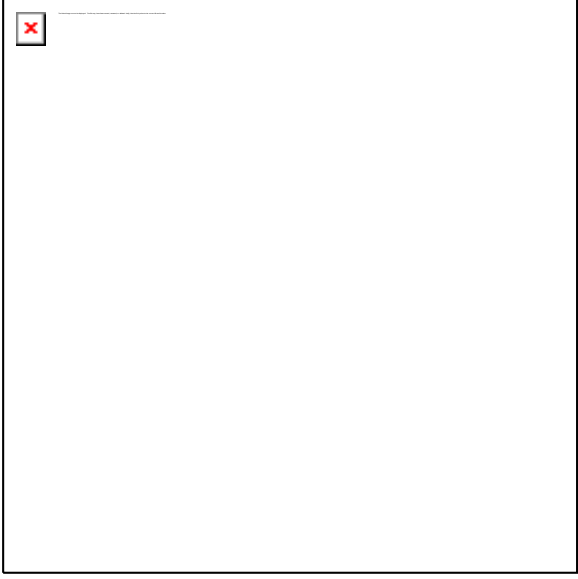
Site Standards	
Residential Density (without Conditional Use Permit):	8 u/a

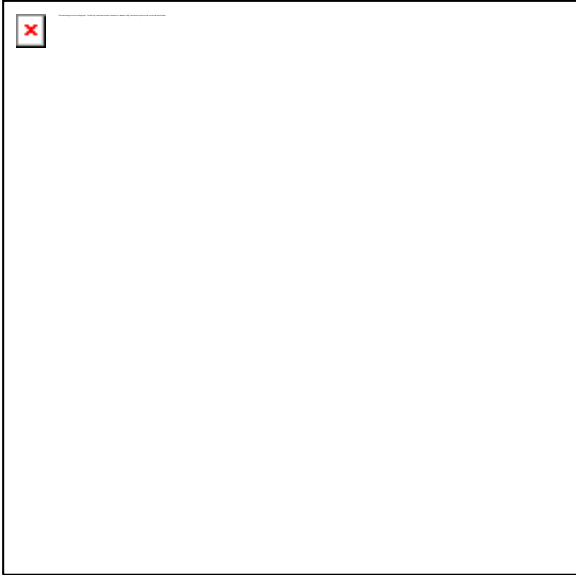
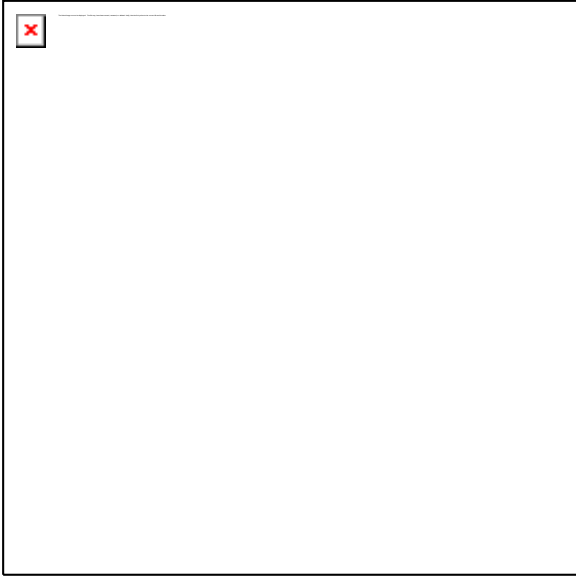
Residential Density (with Conditional Use Permit):	As approved by City Council	
Min. Amenity Space Requirement:	10% of site (all sites)	
Min. Civic Space Requirements:	10% of site (only sites over 5 acres)	
Lot Standards		
Detached House:	2,500 sf	25 ft
Carriage House:	Same as principal structure	
Semi-Detached House:	2,500 sf	25 ft
Townhouse:	900 sf	20 ft
Cottage Court:	1,200 sf	20 ft
All other Building Types:	2,500 sf	20 ft
Lot Coverage		

3.7.4. Building Placement.



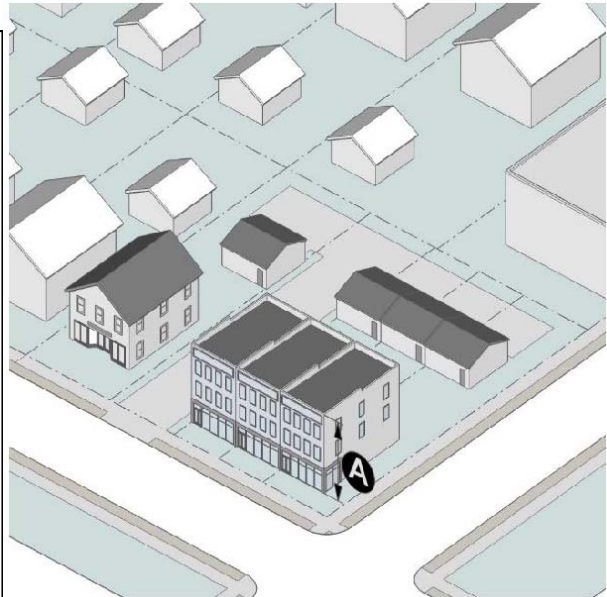
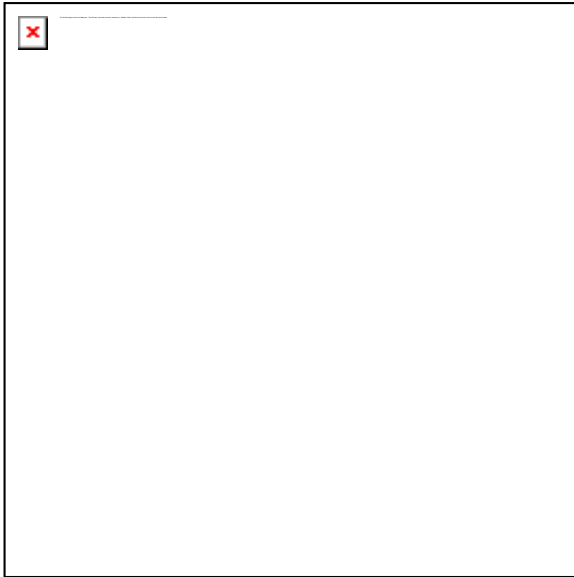
Principal and Accessory Structure Setbacks

	Front Yard:	10 ft. min.
	Side Yard:	0 ft. min.

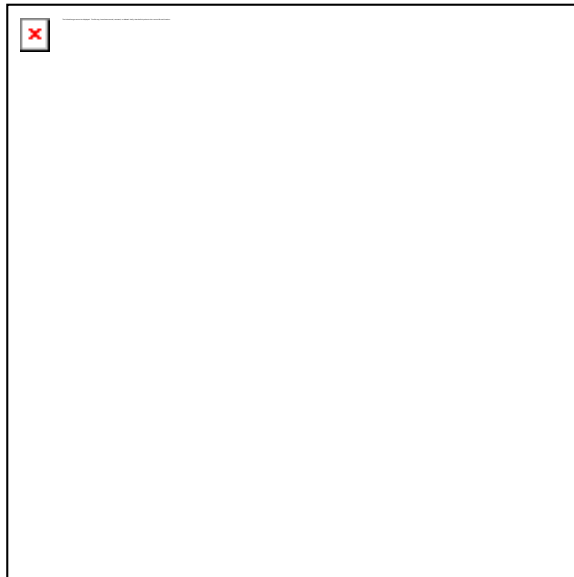
	Rear Yard (no alley)	3 ft. min.
	Rear Yard (alley):	10 ft. min.

Greater side setbacks, greater rear setbacks, and greater building separation may be required as established by the applicable building or fire codes. In order to optimize smart stormwater design, required setbacks may accommodate runoff reduction measures such as bioretention areas, cisterns, and greenwalls, provided such setbacks meet fire code standards. The runoff reduction measures may not compromise public safety such as the sight distance triangles required by the City and must include a long-term maintenance agreement. Above-ground cisterns or other vertical runoff reduction measures shall require approval by the Community Development Director.

3.7.5. Bulk and Mass.

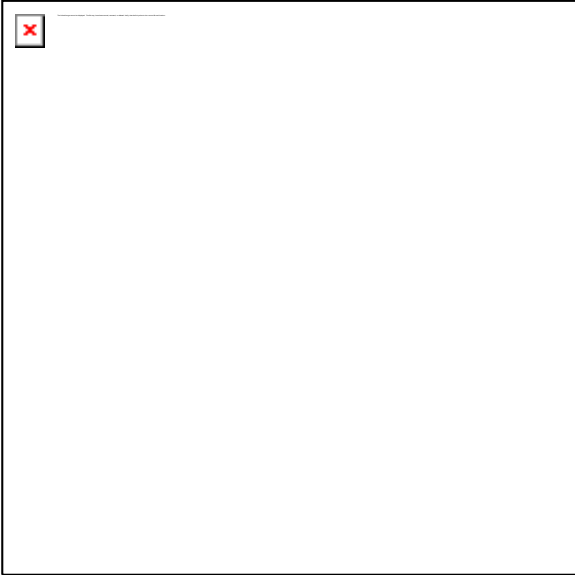
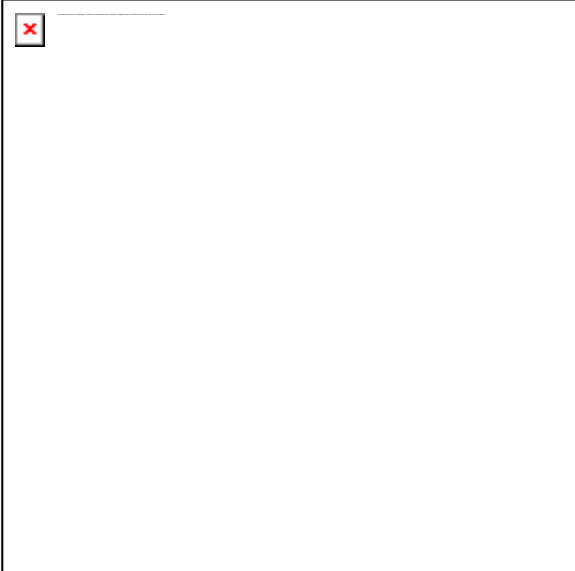


Building Height



Max. Height in Stories:

3 stories

	Max. Height in Feet:	40 ft
The maximum permitted building height is whichever is less.		
Building Size		
	Max. Building Footprint:	10,000 sf

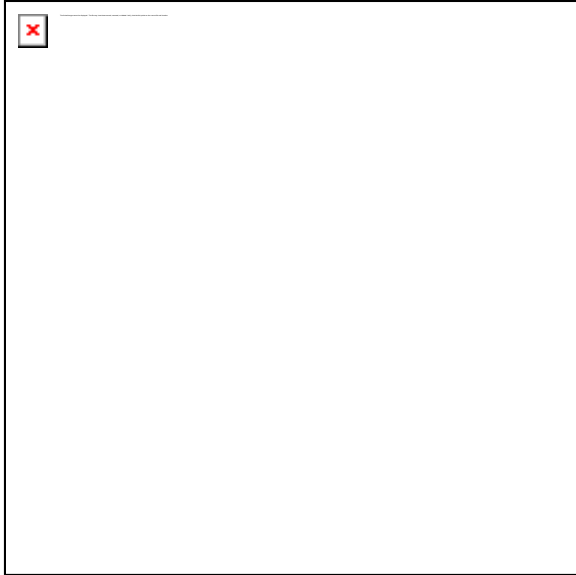
3.7.6. Commercial Parking Lot Requirements.

- A. Commercial parking lots must provide a minimum 10 feet wide landscape strip between parking bays. Such strip shall be provided in addition to the requirements of Section 2.3.5 of the Unified Development Code.

- B. The required landscape strip must be planted with a minimum of one shade tree for each 30 feet of landscape strip length or portion thereof.

Sec. 3.8. - DT-R: Downtown Residential.

3.8.1. Purpose.



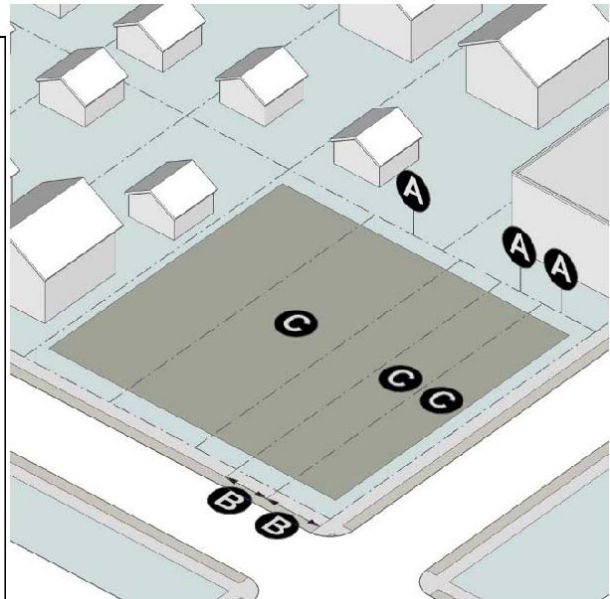
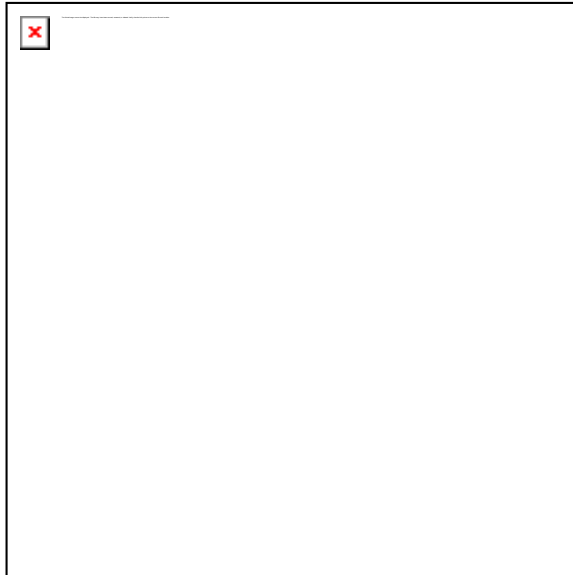
The purpose of this district is to provide for a variety of housing options in a residential setting.

3.8.2. Building Types Allowed.

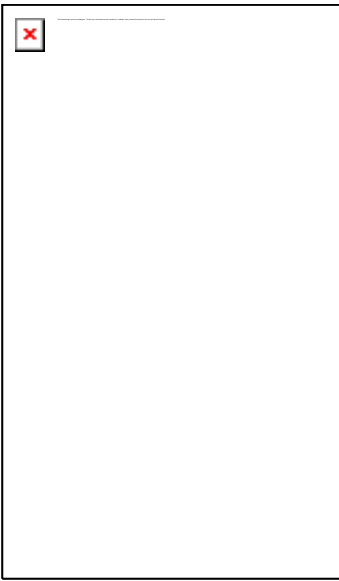
The following building types are allowed:

- A. Detached House
- B. Carriage House
- C. Semi-Detached House
- D. Townhouse
- E. Cottage Court
- F. Civic Building

3.8.3. Dimensional Standards.

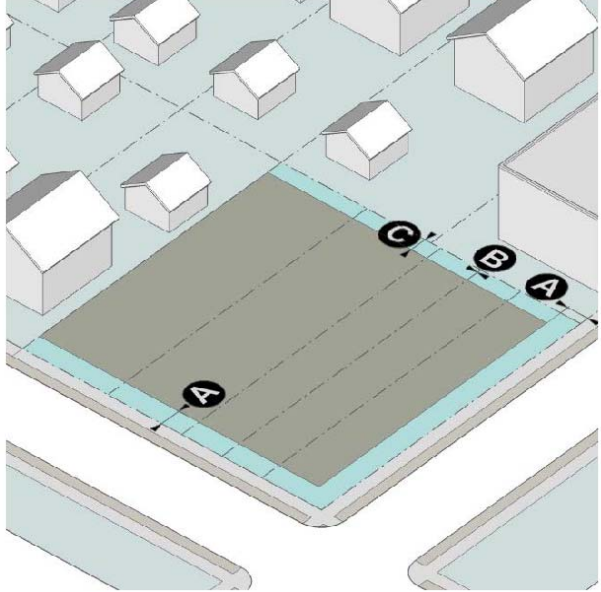


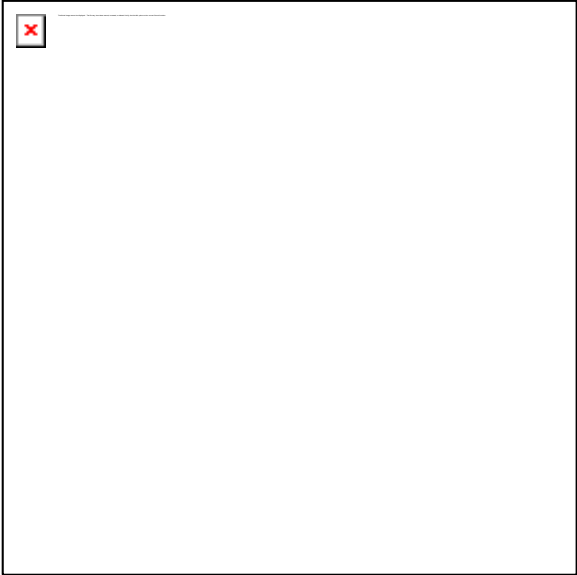
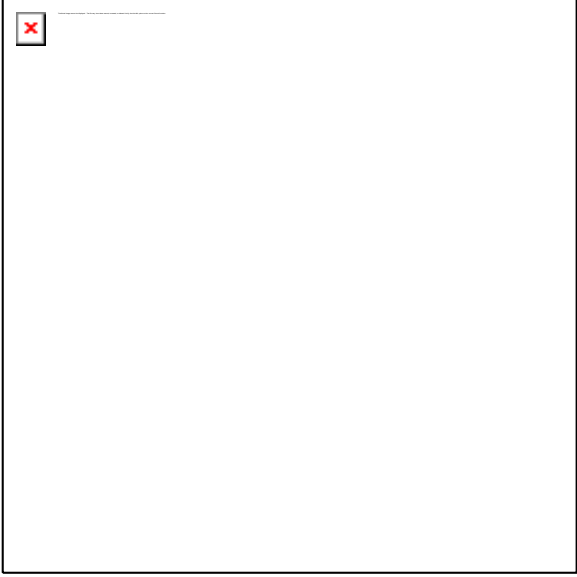
Site Standards	
Residential Density (without Conditional Use Permit):	8 u/a
Residential Density (with Conditional Use Permit):	As approved by City Council
Min. Amenity Space Requirement:	10% of site (all sites)
Min. Civic Space Requirements:	10% of site (only sites over 5 acres)

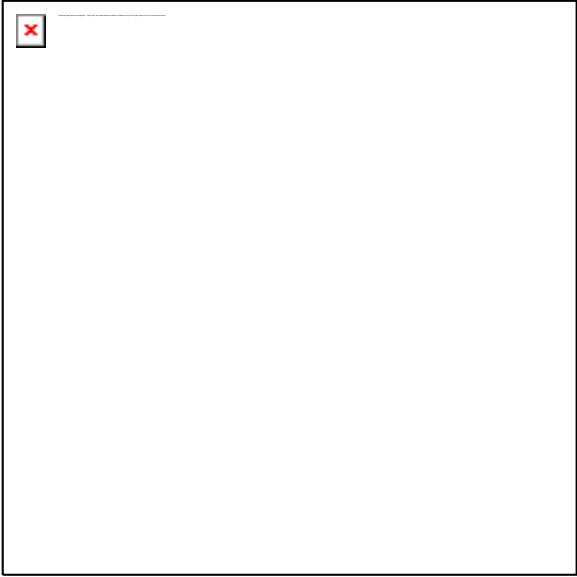
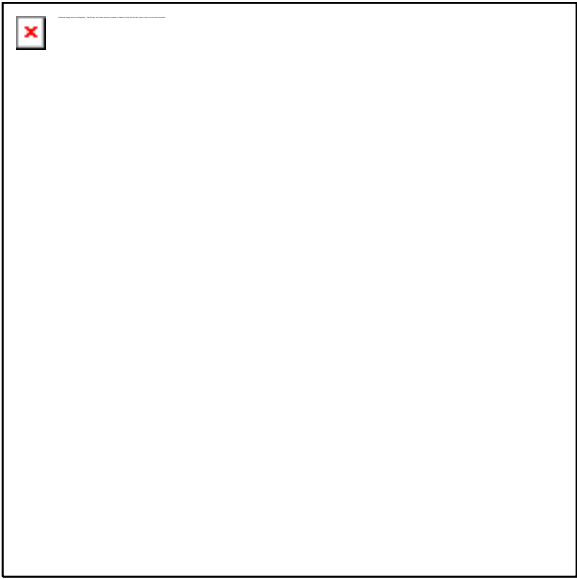
Lot Standards	 A	 B	Width
	Area		
Detached House:	2,500 sf	25 ft	
Carriage House:	Same as principal structure		
Semi-Detached House:	2,500 sf	25 ft	
Townhouse:	900 sf	20 ft	
Cottage Court:	1,200 sf	20 ft	
Civic Building:	5,000 sf	50 ft	
Lot Coverage			

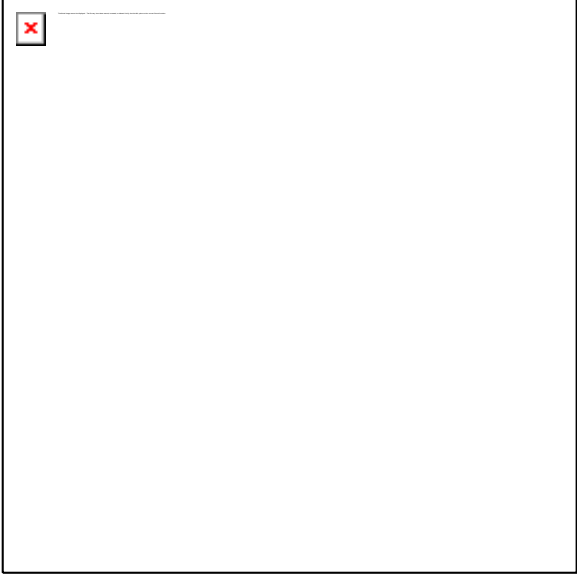
	All Building Types:	70% max.
---	----------------------------	-----------------

3.8.4. Building Placement.

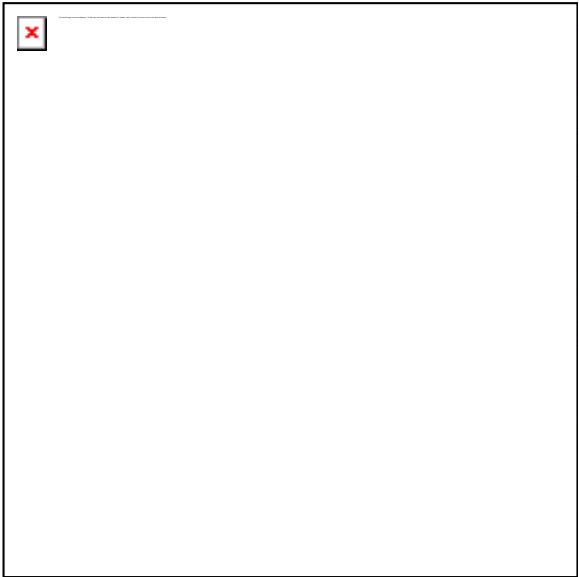
	
Principal and Accessory Structure Setbacks	

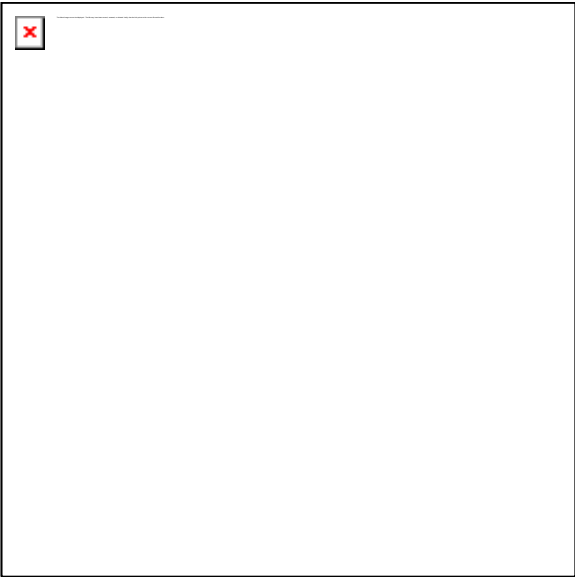
	Front Yard:	10 ft. min.
	Side Yard:	0 ft. min.

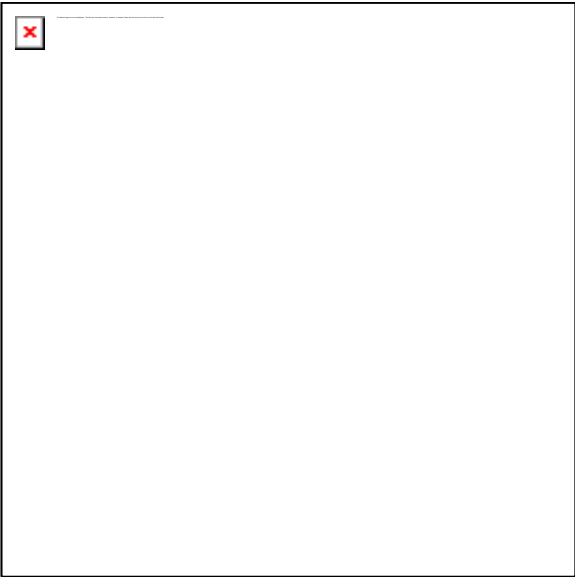
	Rear Yard (no alley):	3 ft. min.
	Rear Yard (alley):	10 ft. min.

	Front Yard:	3 ft. min.
Greater side setbacks, greater rear setbacks, and greater building separation may be required as established by the applicable building or fire codes. <u>In order to optimize smart stormwater design, required setbacks may accommodate runoff reduction measures such as bioretention areas, cisterns, and greenwalls, provided such setbacks meet fire code standards. The runoff reduction measures may not compromise public safety such as the sight distance triangles required by the City and must include a long-term maintenance agreement. Above-ground cisterns or other vertical runoff reduction measures shall require approval by the Community Development Director</u>		

3.8.5. Bulk and Mass.



Building Height		
	Max. Height in Stories:	3 stories

	Max. Height in Feet:	35 ft
The maximum permitted building height is whichever is less.		

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA,
GEORGIA PROVIDING FOR CERTAIN AMENDMENTS TO CHAPTER 3 (ALCOHOLIC
BEVERAGES) OF THE CODE OF THE CITY OF ALPHARETTA, GEORGIA
PERTAINING TO CIGAR SHOPS; TO PROVIDE FOR AN EFFECTIVE DATE;
AND FOR OTHER PURPOSES**

WHEREAS, Chapter 3 of the Code of Ordinances of the City of Alpharetta, Georgia (the "Code") contains an ordinance regulating the sale of alcoholic beverages within the City; and

WHEREAS, the Mayor and Council also have determined that it is appropriate from time to time to modify alcoholic beverage ordinance requirements to comport with current conditions;

NOW, THEREFORE, BE IT ORDAINED that it is the intention of the City Council and it is hereby ordained by the authority of the City Council that the provisions of this Ordinance shall become and be made a part of the Code of the City (the "Code"), and the codifier is authorized to make the specified deletions, insertions, additions, and to insert headings, article numbers and section numbers as and where appropriate; and it is

FURTHER ORDAINED:

Section 1 of Amendment. Chapter 3, Article II, Section 3-1 is hereby amended by adding the following definition:

"Sec. 3-1. Cigar Shop. A cigar shop is a retail establishment that derives not less than seventy percent (70%) of its total annual gross sales from the sale of cigars and cigar-related products for consumption on or off the premises, and that does not sell, or permit the use of, (i) vape products such as electronic smoking devices, component parts or e-liquids, or (ii) hookah products such as "hookahs", glass pipes or bongs."

Section 2 of Amendment. Chapter 3, Article II shall be amended by adding a new Section 3-44 as follows:

"Sec. 3-44. Cigar Shop exception: A cigar shop may obtain a license for the sale of alcoholic beverages for on-premises consumption, provided that it derives no more than ten percent (10%) of its total annual gross revenues from the sale of alcoholic beverages. For the purposes of this Section only, annual gross revenues shall mean revenues from the sale of alcohol and the in-store sale of cigars. Such licensee shall meet the requirement of Section 3-40 through 3-43

except for providing a full-service kitchen and serving food."

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

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

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

SO ORDAINED this _____ day of _____, 2017.

CITY OF ALPHARETTA, GEORGIA

By: _____
David C. Belle Isle, Mayor

COUNCIL MEMBERS

Jason Binder

Jim Gilvin

Mike Kennedy

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE OF
ORDINANCE AMENDING ALCOHOLIC BEVERAGE ORDINANCE
PERTAINING TO CIGAR SHOPS]

Dan Merkel

Donald Mitchell

Chris Owens

(SEAL)

Attest:

Coty Thigpen, City Clerk

First Reading_____

Second Reading_____

Adopted_____



City Council Meeting STAFF REPORT

Submitting Department: Recreation and Parks

Submitted By: Lisa Cherry

Meeting Date: February 6, 2017

I. AGENDA ITEM TITLE: LANDSCAPE MAINTENANCE OF CITY PARKS AND ATHLETIC FIELDS; RFQ 17-1005/RFQ 17-105

II. RECOMMENDATION:

Please award RFP 17-105 for landscape maintenance of city parks and athletic fields to TriScapes, Inc. and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN
CURRENT FY OPRT.
BUDGET: YES

TOTAL PROJECT COST: LANDSCAPE MAINTENANCE OF CITY PARKS AND ATHLETIC FIELDS CONTRACT = \$235,270 (ANNUALIZED); ESTIMATED FISCAL IMPACT IN FY 2017 = \$78,424 (4 MONTHS); BUDGETARY SHORTFALL IN FY 2017 APPROXIMATES \$9,000 AND WILL BE REALLOCATED FROM AVAILABLE FUNDS IN OTHER OPERATIONAL ACCOUNTS.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Maintenance Contracts (10061950-523860)	\$235,270.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
-	\$0.00

IV. REPORT IN BRIEF:

The award of RFP 17-105 is for the following scopes of work: (1) landscape maintenance of city parks; and (2) landscape maintenance of city athletic fields. Landscape maintenance associated with City Center and the downtown container gardens is a separate contract and the subject of a separate City Council Agenda Item.

Specific work tasks associated with the scopes set forth in RFP 17-105 include, but are not limited to, the following: maintenance of turf areas within city parks and streetscapes bordering parks including proper mowing, mechanical trimming, aeration, weeding, edging, pruning, chemical application, top dressing, etc.; landscape maintenance of city athletic fields, greenway, and playground areas; maintenance of straw and mulch beds; etc. Also included within the scope is seasonal ornamental plantings as well as the maintenance of perennials, shrubs, vines, and trees within city parks.

This procurement was administered as a two-phase process.

Phase 1

The Recreation and Parks Department prepared a Request for Qualifications (RFQ) and advertised in September and October of 2016. A total of seven Statements of Qualifications (SOQ) were received by the city on October 20, 2016. These SOQs were then reviewed by an evaluation committee consisting of Recreation and Parks staff as well as Public Works staff. Each member of the committee scored the SOQs independently based on the evaluation criteria set forth in the RFQ: Firm Experience (50%); Project Manager Experience (20%); References (20%); Location (7%); and Local Vendor Preference (3%). After completion of the independent reviews, the evaluation committee, along with staff from the Finance Department, met on November 1, 2016 to tabulate the overall scores of

the respondents and shortlist vendors to Phase 2. The resulting scores, on a scale of 1 (lowest) to 5 (highest), were as follows:

4.37 – TriScapes

3.85 – Russell Landscape

3.81 – Ruppert

3.16 – Ed Castro Landscape

3.05 – Yellowstone

2.63 – NGL & Erosion Control Group, LLC

1.92 – Ashford Gardeners, Inc.

The top three firms (TriScapes, Russell, and Ruppert) were shortlisted to move to phase 2 of the procurement process.

Phase 2

A Request for Proposal (RFP) was issued to the shortlisted contractors on November 22, 2016. The shortlisted contractors submitted their proposals to the City on December 20, 2016. The evaluation committee scored the proposals independently based on the evaluation criteria set forth in the RFP: Method of Providing Service (35%); Available Resources (35%); and Cost (30%). After completion of the independent reviews, the evaluation committee, along with staff from the Finance Department, met on January 5, 2017 to tabulate the overall scores. The resulting scores, on a scale of 1 (lowest) to 5 (highest), were as follows:

4.69 – TriScapes

3.53 – Ruppert

3.04 – Russell Landscape

TriScapes' cost proposal totaled \$235,270 (year 1) and was significantly less than the costs proposed by the other shortlisted firms. The base operating budget includes appropriations totaling approximately \$209,000 annually for this scope of service and will be increased accordingly for FY 2018. Additionally, this contract amount will increase as scopes are added (e.g. new parkland acquisitions, greenway expansion, etc.).

TriScapes is the highest ranked firm and the recommended firm for this contract. The duration of this contract will be for five (5) years. As the current vendor for landscape maintenance of city parks and athletic fields, TriScapes has demonstrated that they are fully qualified to perform the work required within the new contract.

V. ALTERNATIVES:

VI. ATTACHMENTS:

RFP 17-105 Evaluation, TriScapes RFP 17-105 Submission, RFP 17-105 Landscape Maintenance of City Parks, RFQ 17-1005 Parks Landscape Maintenance Services

RFP Evaluation / Scoring Sheet (Detail)
LANDSCAPE MAINTENANCE OF CITY PARKS AND ATHLETIC FIELD
RFP #17-105

OFFERORS	Ruppert	Russell	Tri Scapes
Scoring Instructions: 1. Score each criteria for each proposal using a scale of 1 - 5; 5 = highest score available for any criteria. Use -0- if item/information is missing. 2. Scores should be noted for each criteria as this will be the basis for evaluation. 3. Weights will be applied to combined scores. 4. Cost will be evaluated separately.			
CRITERIA			
Method of Providing Service (35%)	1.40	1.05	1.75
Available Resources (35%)	1.31	1.14	1.44
Sub-Total Proposal Score (70%) <i>(Cost not Opened-Scored at this point)</i>	2.71	2.19	3.19
Cost 30%	0.82	0.85	1.50
Total Proposal Score (100%)	3.53	3.04	4.69

RFP #17-105
Landscape Maintenance of City Parks
and Athletic Fields

for the
City of Alpharetta

ORIGINAL

Presented by:



1595 Peachtree Parkway, Suite 204-396
Cumming, GA 30041
770-752-4698, 770-752-6792 Fax

COVER PAGE

**CITY OF ALPHARETTA
REQUEST FOR PROPOSALS (RFP)
(THIS IS NOT AN ORDER)**



Finance Department
2 Park Plaza
Alpharetta, GA 30009
P: (678) 297-6052
F: (678) 297-6093
purchasing@alpharetta.ga.us

RFP TITLE:	LANDSCAPE MAINTENANCE OF CITY PARKS AND ATHLETIC FIELDS
RFP #:	17-105
RFP RESPONSE DUE DATE/TIME:	DECEMBER 13, 2016; 10:00 AM
RFP ISSUE DATE:	NOVEMBER 22, 2016
NUMBER OF PAGES:	53

CONTACT INFORMATION

Procurement Agent and RFP Contact:

City of Alpharetta
Finance Department
Budget & Procurement Team
2 Park Plaza
Alpharetta, GA 30009

Debora Westbrook

Phone: 678-297-6052
FAX: 678-297-6093
Email: purchasing@alpharetta.ga.us
Website: <https://www.ebidexchange.com/alpharetta>

INSTRUCTIONS TO OFFERORS: CITY HALL HOURS OF OPERATION FOR RECEIPT OF DELIVERIES: MON-THURS 8:30 AM – 5:00 PM;
FRI 8:30 AM – 4:30 PM

RETURN SEALED PROPOSAL TO:

CITY OF ALPHARETTA
FINANCE DEPARTMENT
CITY HALL 1ST FLOOR GREETER STATION
2 PARK PLAZA
ALPHARETTA, GA 30009
ATTN: DEBORA WESTBROOK

EXTERIOR OF SEALED ENVELOPE/PACKAGE MUST NOTE:

Offeror's Name and Address
RFP Title & Number as noted on top of this page
RFP Due Date & Time as noted on top of this page
(or as may be changed by Official Written Addendum)

SPECIAL INSTRUCTIONS:

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH EACH RESPONSE

By signing and returning this form with a Proposal, the authorized signer and represented firm have read, understand, and agree to information within this Request for Proposals:

Firm/Offoror Name:	<u>Tri Scapes, Inc.</u>
Firm/Offoror Mailing Address:	<u>1595 Peachtree Parkway, Suite 204-396, Cumming, Georgia 30041</u>
Firm/Offoror Phone Number(s):	<u>770-752-4698</u>
Firm/Offoror FAX Number(s):	<u>770-752-6792</u>
Email Address for Offoror's Contact:	<u>terry@triscapes.com</u>
Authorized Offoror Signature:	
Printed Name of Signer:	<u>Terry Teakell, Vice President</u>
Offoror Federal I.D. Number:	<u>58-2077615</u>
Offoror DUNS Number:	<u>84-996-4747</u>

SECTION 3
SCOPE OF PROJECT/SPECIFICATIONS



1. Means and Methods for Providing Landscape Maintenance Services

Our plan for providing the required services is as follows:

Equipment

Tri Scapes has the necessary equipment and vehicle resources needed to perform this scope of work, (see attached inventory) however we are also committed to purchasing additional equipment for this project to insure that the highest standards are maintained. Specifically, we will acquire additional riding mowers that will be dedicated to only mowing sports fields. The maintenance team will be equipped with two 60" riding mowers and two 52" walk behind mowers. They will be outfitted with all the necessary hand held power equipment such as blowers, weed eaters and edger's. They will utilize an enclosed trailer to insure a professional appearance as well as a safer environment for park patrons. All our equipment is maintained by our full time in-house mechanic.

Turf Areas

Lawns shall be mowed weekly and sports fields bi-weekly during the growing season. They will be maintained as needed during the non-growing season to maintain a clean appearance. Clippings will be blown off and or removed to present a neat appearance, and to prevent the buildup of thatch.

Lawn areas shall be overseeded as needed at the Client's request, to coincide with the fertilization program. Ground aeration shall also be performed at this time. Over seeding may be billed as a separate item above and beyond the cost of this agreement.

All grassed areas, including edges of walks, curbs, buildings, and planting beds shall be edged every two weeks, or as deemed necessary by the Client. Edging shall include backs of grassed areas as well as those areas adjacent to the curb. This task shall be completed with regularity during the months of March through November, and as needed to maintain a neat appearance during the months of December through February.

Grass clippings and all other debris resulting from the services provided by Tri Scapes will be removed from lawns, sidewalks, parking lots, streets and walkways immediately upon

completion of work. The Contractor shall dispose of all clipping and normal litter, including but not limited to, paper, wire, bottles, cans, etc. Debris shall be picked up per visit and disposed of in the proper dumpster or trash receptacles approved by the city.

Tri Scapes will make a minimum of six (6) turfcare applications to lawn areas. Applications will be a combination of appropriate pre and post emergent herbicides and fertilizers per the contract specifications. The cost of the fertilizer and labor is included in the agreement. Applications will be made by or under the supervision of a licensed pesticide applicator.

Shrub Areas

Plants in designated areas shall be shaped to enhance and preserve their natural appearance. Major pruning is to be accomplished in the months of December through February. Light pruning will be done as required, in order to maintain proper growth during the months of March through December. Pruning of spring flowering plants shall be done as soon as blooming has ceased, but only to enhance natural shape.

Hardwood mulch and pine straw will be installed in designated areas two times per year. Timing of applications will be coordinated with the city based on their event schedules. Mulch shall be clean and free of excess branches, litter, and weeds.

Seasonal blooming plants shall be planted in specified beds two times per year, typically in April and October. Seasonal color beds shall be tilled and prepared with a minimum depth of eighteen (18) inches, and fertilized before initial planting.

Chemical Applications

All chemical applications will be made by or under the supervision of a licensed pesticide applicator. All applications will comply with federal regulations and industry best practices. Plans for and scheduling of all applications will be coordinated with the parks supervisors to minimize disruption of park usage. Tri Scapes will implement the turf care program outlined in the RFP. If at any point we believe an alternative product will provide enhanced results, we will propose its usage to the parks supervisor prior to implementation.

SEASONAL LANDSCAPE OPERATIONS

The following is an overview of a typical 52 week grounds maintenance calendar. Actual dates may vary based on weather and customer input. Not all items will apply to all locations.

JANUARY

1. Winter pruning - evergreen and deciduous plants- (non-flowering and summer flowering trees and shrubs).
2. Cut back liriope and ornamental grasses.
3. Complete leaf removal - leaves shall be blown from parking, lawn and shrub beds and disposed of in an approved location.
4. Prune to shape and open Crape Myrtles.
5. Prune ornamental grasses.

FEBRUARY

1. Complete Winter pruning as needed.
2. Application of pre-emergent to shrub beds.
3. Application of pre and post emergent herbicide to warm season turf.
4. Application of pre and post emergent herbicide to cool season turf.

MARCH

1. Application of balanced slow release fertilizer to turf.
2. Post emergent weed control in turf and shrub beds.
3. Fertilize trees and shrubs with balanced slow release fertilizer.
4. Irrigation fire up- check controller and all heads for any leaks, cracks, or other winter damage.

APRIL

1. Begin turf maintenance as needed.
2. Install summer blooming annuals
3. Weed control with post-emergent in shrub beds and turf.
4. Mulch shrub beds with pine straw or hardwood mulch.

MAY

1. Fertilize turf w/balanced slow release fertilizer.
2. Weed control in shrub beds and turf with post emergent.
3. Prune to shape spring flowering shrubs and trees (quince, crabapples, etc.).
4. Begin regular turf maintenance.

JUNE

1. Regular turf maintenance.
2. Weed control in shrub beds w/post-emergent.
3. Apply turf fertilizer.
4. General pruning.

JULY

1. Regular turf maintenance.
2. Weed control in shrub beds w/post-emergent.
3. Apply turf fertilizer.
4. General pruning.

AUGUST

1. Regular turf maintenance.
2. Weed control in shrub beds w/post-emergent.
3. Apply turf fertilizer.
4. General pruning.

SEPTEMBER

1. Weed control in shrub beds and turf with post-emergent.
2. Regular turf maintenance.
3. Aerate and overseed fescue (change order item), fertilize and lime as needed per soil test.
4. Apply pre and post emergent herbicide to warm season turf.

OCTOBER

1. Install winter annuals.
2. Leaf removal - leaves shall be blown from parking, lawn, and shrub beds.
3. Continue Fall planting of upgrades.
4. Mow turf areas as needed.

NOVEMBER

1. Weed control in shrub beds and turf with post-emergent.
2. Begin leaf -removal - blown from parking, lawn and shrub beds
3. Mulch with pine straw or hardwood mulch after complete leaf removal.
4. Complete Fall planting of upgrades.

DECEMBER

1. Continue leaf removal - blown from parking, lawn, and shrub beds.
2. Fertilize fescue with balanced slow release fertilizer.
3. Begin winter pruning.
4. Weed control in shrub beds and turf with post-emergent.

2. Labor Resources for Landscape Maintenance Services

A four-man team will be assigned full time to maintain the common areas at the various City of Alpharetta locations. This team will be made up of seasoned Tri Scapes employees with multiple years of experience servicing these locations. An additional one to two-man team will be dedicated to mowing all the sports fields. Both teams will be supported by a dedicated operations manager with over twenty years' experience. Quality assurance will be performed by our Director of Maintenance. The Director of Maintenance will serve as liaison between the City of Alpharetta and Tri Scapes and will conduct monthly quality inspections with the city's designated representative. Another benefit that Tri Scapes brings to this project is that our facility is located in Alpharetta, so support and additional resources will never be more than a few minutes away from any location. This will allow us to field additional teams as seasonal demands dictate or deal with any equipment issues that might arise without interruption to service.

Following are resumes for some of the key personnel involved in this contract.

Terry Teakell, Vice President Maintenance Division

Terry has over 35 years of experience in landscape maintenance and asset management. He is a Georgia Certified Nurseryman #293, ISA Certified Arborist #SO-6195AU, Certified Utility Specialist, Tree Risk Assessment Qualified, Certified Sports Turfgrass Manager, Professional Member International Society of Arboriculture, Member Georgia Arborist Association, Certified Landscape Irrigation Auditor #006403, EPA Water Sense Partner, and a Georgia Certified Pesticide Applicator #08911 in Cat 24, 26 & 27. His emphasis is on proper horticultural technique, customer service and productivity.

Marco Morga, Operations Manager

Marco is a hands on manager who directs and coordinates the various teams responsible for executing the maintenance functions including the day to day operations of the on-site team. He has over 20 years of experience in managing production and quality and sets high expectations for his supervisors and their teams.

Terry Wright, Enhancements Manager

Terry has over 30 years in the landscape business and has been involved in all phases of this profession. He is a Georgia Certified Nurseryman #605. He has worked or managed in maintenance, landscape installation and irrigation departments. One of Terry's greatest strengths is his dedication to customer service. He regularly meets with many types of customers whether they be a homeowner, businessman or a city official. He knows the importance of a satisfied customer and he utilizes his years of experience to help guide his customers through their landscape needs.

Ryan Page, Maintenance Team Leader

Ryan has been in the landscape industry for over 6 years. He has been a team leader for the past 4 years. Ryan hold a pesticide applicators license in category #24. In addition to managing a direct report team for the past 4 years, Ryan has been tasked to manage numerous special projects. Ryan excels at customer service and is dedicated to insuring their expectations are met or exceeded. He is capable of leading 4-5 man teams in performing the day to day tasks of maintaining multiple locations. He will assist with turfcare and quality control.

Heidi Roper, Vice President of Finances

Heidi has been affiliated with the landscape industry for more than 15 years. Her experience began in high school with the family retail plant nursery, and continued after college as the administrative assistant at Tri Scapes, Inc. Heidi eventually moved to the human resources position, which merged with the accounting department. She oversees payroll, accounting, and assists with the job completion.

Ivan Martinez, Irrigation Superintendent

Ivan has over 15 years of experience in installing regular and reclaimed irrigation systems on Tri Scapes projects. As well, he successfully manages 4-6 men crews while assuring the project meets all specifications.

3. Annual Maintenance Cost

See completed Pricing Sheet for Landscape Maintenance in separate envelope.

Equipment List

Type	Make/Model	Serial #
Rider Mower	Scag 52"	A5300003
Rider Mower	Hustler 72"	4020282
Rider Mower	Hustler 52"	1111490
Rider Mower	Scag 60"	
Rider Mower	Bobcat 52"	94220300863
Rider Mower	Toro 60"	2400007
Rider Mower	Ferris 52"	# unreadable
Rider Mower	ExMark Lazer 60"/ # LZ27LKA604	264672
Rider Mower	ExMark Lazer 60"	
Rider Mower	Toro Reelmaster Fairway	250000166
Rider Mower	Toro Reelmaster Fairway	250000162
Rider Mower	Toro Reelmaster Fairway	250000156
Rider Mower	Toro Reelmaster Fairway	250000212
Walk Behind Mower	Graveley 48"	# unreadable
Walk Behind Mower	ExMark 52"	557237
Walk Behind Mower	Toro 44"	240000104
Walk Behind Mower	ExMark 60"	734500
Walk Behind Mower	ExMark 48"	489328
Walk Behind Mower	ExMark 48"	734590
Walk Behind Mower	ExMark 60"	725190
Walk Behind Mower	ExMark 48"	731979
Push Mower	Toro	260003178
Push Mower	Toro	2600001117
Back Pack Blower	Red Max	71106949
Back Pack Blower	Red Max	60794210
Back Pack Blower	Red Max	71106951
Back Pack Blower	Stihl	271909830
Back Pack Blower	Red Max	81223785
Back Pack Blower	Red Max	81223784
Stick Edger	Stihl	272589357
Stick Edger	Red Max	60901525
Stick Edger	Red Max	60901248
Weed Eater	Red Max	61012296
Weed Eater	Red Max	61012567
Weed Eater	Stihl	268336830
Weed Eater	Husgavarna	63600983
Pole Shear	Stihl	239715800
Pole Shear	Stihl	265986045
Gas Shear	Stihl	264726046
Gas Shear	Redmax	306321

Gas Shear	Redmax	90401190
Chain Saw	Stihl	
Tiler	Mantis	7225-15-02
Street Blower	Little Wonder	1070600509
Push Spreader	Lesco Commerical plus	
Push Spreader	Lesco Commerical plus	
Push Spreader	Lesco Commerical plus	
Aerator	Bluebird	01237

SECTION 4
OFFEROR QUALIFICATION
REQUIREMENTS



December 20, 2016

CITY OF ALPHARETTA
City Hall, 1st Floor Greeter Station
2 Park Plaza
Alpharetta, Georgia 30009

RE: RFP #17-105 Landscape Maintenance of City Parks and Athletic Fields

To Whom It May Concern,

We appreciate the opportunity to submit a proposal for the above mentioned project. Our office/shop is located at 380 Mullinax Road, Alpharetta, Georgia 30004, which is in close proximity of the properties to be maintained. Our mailing address is 1595 Peachtree Parkway, Suite 204-396, Cumming, Georgia 30041.

I will be the contact person on behalf of Tri Scapes, Inc. and can be reached at our office number, 770-752-4698, my mobile number 770-864-0670 or email address terry@triscapes.com.

We look forward to working together with the City of Alpharetta to provide the quality services this great City deserves and expects.

Sincerely,

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

Terry Teakell
Vice President | Maintenance Division



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/1/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PointeNorth Insurance Group, LLC PO Box 724728 Atlanta GA 31139		CONTACT NAME: Angie Ferguson PHONE (A/C, No, Ext): (770) 858-7540 FAX (A/C, No): (770) 858-7545 E-MAIL: aferguson@pointenorthins.com ADDRESS:	
INSURED Tri Scapes, Inc. QR Martin 1595 Peachtree Pkwy #204-396 Cumming GA 30041		INSURER(S) AFFORDING COVERAGE INSURER A Middlesex Insurance Company NAIC # 23434 INSURER B Middlesex Insurance Company 23434 INSURER C Bridgefield Casualty Ins 10335 INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL16113052837

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			A0074153	12/1/2016	12/1/2017	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY			A0074153	12/1/2016	12/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO		BODILY INJURY (Per person) \$				
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS		BODILY INJURY (Per accident) \$				
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS		PROPERTY DAMAGE (Per accident) \$				
						9001 \$	
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB			A0074153	12/1/2016	12/1/2017	EACH OCCURRENCE \$ 5,000,000
	☐ OCCUR ☐ CLAIMS-MADE		AGGREGATE \$ 5,000,000				
	DED ☒ RETENTION \$ 0		\$				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			196-39249	7/1/2016	7/1/2017	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N	E.L. EACH ACCIDENT \$ 1,000,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
A	Leased & Rented Equipment			A0074153	12/1/2016	12/1/2017	Limit \$35,000
A	Installation Floater			Installation Floater	12/1/2016	12/1/2017	Limit \$100,000

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

CERTIFICATE HOLDER**CANCELLATION**

FOR INFORMATION PURPOSES ONLY

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

AUTHORIZED REPRESENTATIVE

William Skeeles/AF2

© 1988-2014 ACORD CORPORATION. All rights reserved.

ADDENDA

**CITY OF ALPHARETTA
ADDENDUM # 1**



Finance Department
2nd Floor
2 Park Plaza
Alpharetta, GA 30009
P: (678) 297-6052
F: (678) 297-6093
purchasing@alpharetta.ga.us

ADDENDUM POSTING DATE: DECEMBER 9, 2016

PROJECT: LANDSCAPE MAINTENANCE OF CITY PARKS AND ATHLETIC FIELDS

RFP #: 17-105

RFP ISSUE DATE: NOVEMBER 22, 2016

RFP DUE DATE/TIME: DECEMBER 20, 2016; 2:00 PM

TO ALL OFFERORS:

The attached information is made part of the RFP. The purpose of this addendum is to provide answers to questions posed by potential offerors, additional information, and/or revised information or documents. In the event of a conflict between previously released information and the information contained herein, the latter shall control.

A signed acknowledgment of this addendum (this page) must be attached to your RFP response.
Please see Addendum information beginning on the next page.

A signature on this addendum does not constitute your signature on the original RFP document.
A signature on this page acknowledges receipt of this addendum. The original RFP response must also be signed in the proper places.

Tri Scapes, Inc.

Firm Name

1595 Peachtree Parkway, Suite 204-396, Cumming, Georgia 30041

Firm Address


Signature of Person Authorized to Bind this Firm

12/12/16

Date

Terry Teakell, Vice President | Maintenance Division

Typed or Printed Name and Title

770-752-4698 | 770-864-0670 mobile | terry@triscapes.com

Phone Number and E-mail Address

COST PROPOSAL

RFP #17-105

**Landscape Maintenance of City Parks
and Athletic Fields**

for the

City of Alpharetta

ORIGINAL

Presented by:



1595 Peachtree Parkway, Suite 204-396
Cumming, GA 30041
770-752-4698, 770-752-6792 Fax

APPENDIX G: PARK LANDSCAPE MAINTENANCE PRICING

Map Location	Park Name	Annual Cost
1	Alpharetta Arts Center	\$ 4,670.00
2	Alpharetta Crabapple Government Center	\$ 8,870.00
3 - 3A	Cogburn Park	\$ 7,685.00
4	Maddox Park	\$ 4,605.00
5 - 5C	North Park	\$ 46,320.00
6	Ole Milton Park	\$ 4,310.00
7	Pocket Park @ Canton/Old Canton	\$ 1,600.00
8	Pocket park @ Roswell St/Old Roswell St	\$ 1,425.00
9	Rock Mill Park / Greenway Trail	\$ 21,900.00
10	Silos Park	\$ 2,695.00
11	Union Hill Park	\$ 4,550.00
12 - 12B	Webb Bridge Park	\$ 37,085.00
13	Westside Park	\$ 880.00
14 - 14D	Wills Park	\$ 83,980.00
15 - 15A	Windward Soccer Park	\$ 4,695.00
Total annual cost for maintenance of all Park areas above per specifications		\$ 235,270.00

Additional Services	
Cost per bale for providing and installing pine straw	\$ 6.00
Cost per bale for providing and installing wheat straw	\$ 15.00
Cost per cubic yard for providing and installing dark brown hardwood mulch	\$ 40.00
Cost per flat for providing and installing annuals (18 count tray)	\$ 40.00
Cost per acre for lawn and maintenance for any additional properties that the City could acquire	\$ 75.00

Award will consider price, but price will not be the sole, determining factor.

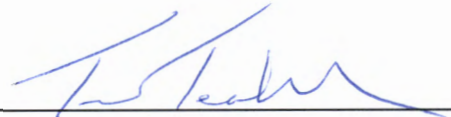
Instructions for submitting Cost Proposal: One (1) Hard Original copy marked "Original" with original signatures shall be submitted in a separate, sealed opaque envelope within the sealed proposal package. See Section 3.0, #7 Cost Proposal and Proposal Price Certification for complete submittal directions.

Proposal Price Certification

In compliance with Section 3 Scope of Project/Specifications, the undersigned offers and agrees that if this Proposal is accepted by the City Council within one hundred twenty (120) days of the date of RFP Response (Proposal) Due Date/Time, that the undersigned will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

COMPANY Tri Scapes, Inc.

ADDRESS 1595 Peachtree Parkway, Suite 204-396, Cumming, Georgia 30041

AUTHORIZED SIGNATURE(S) 

PRINT / TYPE NAME(S) AND TITLE(S) Terry Teakell, Vice President Maintenance Division

CONTACT INFO: PHONE NUMBER 770-752-4698

CONTACT INFO: E-MAIL ADDRESS terry@triscapes.com



CITY OF ALPHARETTA RECORD OF RECEIPT of REQUEST for PROPOSALS

This record serves to acknowledge the receipt of proposals in response to a public offering by the City of Alpharetta. Information concerning the content of each proposal is not available for public viewing until the contract award is made by the City of Alpharetta Council.

RFP #: 17-105

Due Date: December 20, 2016

Due Time: 2:00 PM

RFP NAME: LANDSCAPE MAINTENANCE OF CITY PARKS AND ATHLETIC FIELD

	OFFEROR NAME (as noted on proposal package)	Date Received	Time Received	Other Notations
1	Russell Landscape	12/15/2016	9:39 AM	
2	Ruppert	12/19/2016	10:32 AM	
3	Tri Scapes	12/20/2016	10:30 AM	
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				

**CITY OF ALPHARETTA
REQUEST FOR PROPOSALS (RFP)
(THIS IS NOT AN ORDER)**



Finance Department
2 Park Plaza
Alpharetta, GA 30009
P: (678) 297-6052
F: (678) 297-6093
purchasing@alpharetta.ga.us

RFP TITLE:	LANDSCAPE MAINTENANCE OF CITY PARKS AND ATHLETIC FIELDS
RFP #:	17-105
RFP RESPONSE DUE DATE/TIME:	DECEMBER 13, 2016; 10:00 AM
RFP ISSUE DATE:	NOVEMBER 22, 2016
NUMBER OF PAGES:	53

CONTACT INFORMATION

Procurement Agent and RFP Contact:	<u>Debora Westbrook</u>
City of Alpharetta	Phone: 678-297-6052
Finance Department	FAX: 678-297-6093
Budget & Procurement Team	Email: purchasing@alpharetta.ga.us
2 Park Plaza	Website: https://www.ebidexchange.com/alpharetta
Alpharetta, GA 30009	

INSTRUCTIONS TO OFFERORS: CITY HALL HOURS OF OPERATION FOR RECEIPT OF DELIVERIES: MON-THURS 8:30 AM – 5:00 PM;
FRI 8:30 AM – 4:30 PM

RETURN SEALED PROPOSAL TO:	EXTERIOR OF SEALED ENVELOPE/PACKAGE MUST NOTE:
CITY OF ALPHARETTA	Offeror's Name and Address
FINANCE DEPARTMENT	RFP Title & Number as noted on top of this page
CITY HALL 1ST FLOOR GREETER STATION	RFP Due Date & Time as noted on top of this page
2 PARK PLAZA	(or as may be changed by Official Written Addendum)
ALPHARETTA, GA 30009	
ATTN: DEBORA WESTBROOK	

SPECIAL INSTRUCTIONS:

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH EACH RESPONSE

By signing and returning this form with a Proposal, the authorized signer and represented firm have read, understand, and agree to information within this Request for Proposals:

Firm/Offeror Name:	_____
Firm/Offeror Mailing Address:	_____
Firm/Offeror Phone Number(s):	_____
Firm/Offeror FAX Number(s):	_____
Email Address for Offeror's Contact:	_____
Authorized Offeror Signature:	_____
Printed Name of Signer:	_____
Offeror Federal I.D. Number:	_____
Offeror DUNS Number:	_____

TABLE OF CONTENTS

TABLE OF CONTENTS	2
SCHEDULE OF EVENTS	4
SECTION 1: RFP INSTRUCTIONS.....	5
1.0 SINGLE POINT OF CONTACT	5
1.1 REQUIRED REVIEW	5
1.1.1 Definitions of Certain Terms	5
1.1.2 Review of RFP	5
1.1.3 Addenda.....	5
1.1.4 Form of Questions	5
1.1.5 City's Answers.....	6
1.2 (SECTION NOT USED)	6
1.3 SUBMITTING A SEALED PROPOSAL	6
1.3.1 Failure to Comply with Instructions.....	6
1.3.2 Standard Forms	6
1.3.3 Standard Contract.....	6
1.3.4 Offeror's Signature	6
1.3.5 Organization of Proposal	7
1.3.6 Late Submissions, Withdrawals, and Corrections	7
1.3.7 Notice of "No Bid".....	7
1.4 COST OF PREPARING A PROPOSAL.....	7
1.4.1 City Not Responsible for Preparation Costs	7
1.4.2 All Timely Submitted Materials Become City Property	7
1.5 ACCESSING PROCUREMENT OPPORTUNITIES AND VENDOR REGISTRATION	8
1.5.1 Accessing Procurement Opportunities Online:	8
1.5.2 Vendor Registration:	8
1.6 ALPHARETTA VENDOR PREFERENCE (A.K.A. LOCAL VENDOR).....	8
SECTION 2: RFP RECEIPT AND EVALUATION PROCESS.....	9
2.0 AUTHORITY	9
2.1 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION	9
2.1.1 Public Information	9
2.1.2 Procurement Agent's Review of Proposals	9
2.2 CLASSIFICATION AND EVALUATION OF PROPOSALS.....	10
2.2.1 Classification of Proposals as Responsive and Responsible	10
2.2.2 Evaluation of Proposals	10
2.2.3 Completeness of Proposals.....	10
2.2.4 Opportunity for Discussion/Negotiation and/or Oral Presentation/ Product Demonstration.....	10
2.2.5 Best and Final Offer	10
2.2.6 Evaluation Committee Recommendation for Award.....	10
2.2.7 Contract Award	10
2.3 CITY'S RIGHTS RESERVED	11
SECTION 3: SCOPE OF PROJECT/SPECIFICATIONS.....	11
3.0 ORGANIZATION OF PROPOSAL	11
3.1 PROPOSAL COPIES REQUIRED, DEADLINE FOR RECEIPT.....	12
3.2 CITY'S INTENT	13
3.3 REQUIRED INFORMATION	13

SECTION 4: OFFEROR QUALIFICATIONS.....	14
4.0 CITY'S RIGHT TO INVESTIGATE	14
4.1 OFFEROR INFORMATIONAL REQUIREMENTS	14
SECTION 5: COST PROPOSAL.....	14
SECTION 6: EVALUATION CRITERIA	15
6.0 EVALUATION CRITERIA.....	15
SECTION 7: TERMS AND CONDITIONS.....	16
7.0 ADDITIONAL CONTRACT PROVISIONS AND TERMS.....	16
7.1 PERFORMANCE PRIOR TO CONTRACT EXECUTION.....	16
7.2 CONTRACT TERM	16
7.3 SUBCONTRACTORS AND SUB-SUBCONTRACTORS	16
7.4 (SECTION NOT USED)	17
7.5 (SECTION NOT USED)	17
7.6 GENERAL INSURANCE REQUIREMENTS	17
7.7 INDEPENDENT CONTRACTOR.....	17
7.8 COMPLIANCE WITH ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT	18
<i>E-Verify Program</i>	18
7.9 COMPLIANCE WITH LAWS	19
7.10 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964.....	19
7.11 SUBSTITUTIONS AND CHANGE ORDERS	19
7.12 CONTRACT TERMINATION.....	19
7.13 INVOICING AND PAYMENT	20
7.14 MISCELLANEOUS	20
7.14.1 <i>Deliveries</i>	20
7.14.2 <i>Taxes</i>	20
APPENDIX A: STANDARD FORMS.....	21
AFFIDAVIT VERIFYING SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM (E-VERIFY/I-9) (<i>PRIME CONTRACTOR TO RETAIN ON FILE</i>).....	22
AFFIDAVIT VERIFYING SUB-SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM (E-VERIFY/I-9) (<i>PRIME CONTRACTOR TO RETAIN ON FILE</i>)	23
NOTICE OF "NO BID" FORM	24
APPENDIX B: CITY OF ALPHARETTA TAX FORMS.....	25
APPENDIX C: DEFINITIONS OF CERTAIN TERMS	27
APPENDIX D: LANDSCAPE MAINTENANCE SPECIFICATIONS	29
APPENDIX E: MAINTENANCE BY PARK LOCATION	34
APPENDIX F: PARK LOCATION MAPS.....	36
APPENDIX G: PARK LANDSCAPE MAINTENANCE PRICING	52

SCHEDULE OF EVENTS**EVENT****DATE**

RFP Issue Date November 22, 2016

Deadline for Receipt of Written Questions..... December 5, 2016; 4:00 PM

Deadline for Posting of Written December 7, 2016; 4:00 PM

RFP Response (Proposal) Due Date/Time..... December 13, 2016; 10:00 AM

CITY HALL HOURS OF OPERATION FOR RECEIPT OF DELIVERIES:

Monday – Thursday 8:30 AM – 5:00 PM;
Friday 8:30 AM – 4:30 PM

(All time references in this document are understood as local, Eastern Time for our City, Alpharetta, GA.)

SECTION 1: RFP INSTRUCTIONS

1.0 Single Point of Contact

- Offerors are not allowed to communicate with any City staff or elected officials regarding this procurement, except for communication with or at the direction of the City Procurement Agent in charge of this solicitation as designated by the City Procurement Officer and, if applicable, authorized communications at the Pre-Proposal Conference.
- Any unauthorized contact may disqualify the Offeror from further consideration.
- Contact information for the single point of contact is as follows:

Procurement Agent: Debora Westbrook
Address: City of Alpharetta
Finance Department
Budget and Procurement Team
2 Park Plaza
Alpharetta, GA 30009
Telephone Number: 678-297-6052
Fax Number: 678-297-6093
E-mail Address: purchasing@alpharetta.ga.us

1.1 Required Review

1.1.1 Definitions of Certain Terms: Appendix C of this document contains definitions to a list of procurement terms that may be used in the RFP and procurement process. Offerors are encouraged to review these terms for intent and meaning used throughout the RFP and contracting process.

The City also offers a Vendor Guide containing information about doing business with our City. Among other information, the Guide contains definitions to terms used in the procurement processes along with the basic steps within each process. The Guide can be found online at <https://www.ebidexchange.com/alpharetta>.

1.1.2 Review of RFP: Offerors should carefully review this RFP in its entirety including all instructions, requirements, specifications, and terms/conditions and promptly notify the Procurement Agent, identified above, in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error that may be discovered upon examination of this RFP.

1.1.3 Addenda: The City may revise this RFP by issuing an addendum prior to the RFP Response (Proposal) Due Date/Time. The addendum will be posted on the City's website alongside the posting of the RFP at <https://www.ebidexchange.com/alpharetta>. Any publicly issued addendum will become part of the bid documents and subsequent contract.

- Offerors must sign and return any addendum acknowledgement page with their RFP Proposal response.
- Failure to submit Proposal in accordance with an addendum may be cause for rejection.
- In unusual circumstances, the City may postpone an opening/due date and time in order to notify vendors of an addendum and to give Offerors sufficient time to respond to the addendum.
- It is the Offeror's responsibility to review the Schedule of Events and the web page for additional documents and/or addenda issued for this project.

1.1.4 Form of Questions: Offerors with questions, requiring clarification, or interpretation of any section within this RFP must address these questions in writing using the question tab and entry field found within the solicitation posting at <https://www.ebidexchange.com/alpharetta>. Registration and login is required to view documents, ask questions, and view the City's responses.

- Questions must be received by the City on or before 4:00 PM; December 5, 2016.

- Each question shall be submitted separately.
- Each question must provide clear reference to the section, page, and item in question.
- Questions received after the deadline may not be considered.

1.1.5 City's Answers: The City will provide official written answers to all written questions received on or before Question Deadline noted above in *Section 1.1.4*.

- Answers to questions for clarification can be found within the question tab found within the solicitation posting at <https://www.ebidexchange.com/alpharetta>. Registration and login is required to view documents, ask questions, and view the City's responses.
- All questions will be answered either within the question tab for the solicitation or in an officially posted addendum by or before 4:00 PM; December 7, 2016
- Any material changes to the RFP, including changes to the Scope of Project/Specifications, Calendar of Events, etc., will be formally communicated through an addendum that will be added to the solicitation posting, which can be found at <https://www.ebidexchange.com/alpharetta>.
- Offerors must sign and return any addendum acknowledgement page with their proposal (see Section 1.1.3).
- Any other form of interpretation, correction, or change to this RFP will not be binding upon the City.

1.2 (section not used)

1.3 Submitting a Sealed Proposal

1.3.1 Failure to Comply with Instructions: The City may choose not to evaluate, may deem non-responsive, and/or may disqualify from further consideration any responses that fail to comply with these instructions, are difficult to understand, are difficult to read, or are missing any requested information.

1.3.2 Standard Forms: Offerors **must** respond to this RFP by completing the standard forms set forth under *Appendix A*. The standard forms include legal requirements that must be met before contract award process commences. See *Appendix A* for further instructions.

1.3.3 Standard Contract: By submitting a response to this RFP, Offerors agree to execute a contract materially incorporating those certain provisions set forth in *Section 7 Terms and Conditions* upon contract award by the City Council. Offerors acknowledge that *Section 7 Terms and Conditions* does not define the total extent of the contract language.

1.3.4 Offeror's Signature:

- The first page of this RFP and any other pages requiring signatures must be signed in ink by an individual authorized to legally bind the legal entity submitting the Proposal and must be submitted with the Response.
- The Offeror's signature on a Proposal in response to this RFP represents, warrants, and guarantees that the prices quoted have been established without collusion and without effort to preclude the City from obtaining the best possible supply or service.
- By signing and submitting a response to this RFP, Offeror acknowledges and agrees that the Offeror has carefully examined and fully understands the provisions and requirements of this RFP; has made a personal examination of the Project site (if applicable); is satisfied as to the actual conditions, specifications/scope of work, and requirements; and hereby agrees that if Offeror's Proposal is accepted, Offeror will enter into a contract with the City and perform same in full conformance with the Contract Documents.
- Proof of authority of the person signing the RFP response must be furnished upon request.

1.3.5 Organization of Proposal: Each proposal must be organized in the order set forth in Section 3 of this RFP. The Original Proposal document and each Proposal document copy shall have tabs separating each response section.

1.3.6 Late Submissions, Withdrawals, and Corrections:

Late Proposal: Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Offeror's sole risk to assure delivery to the receptionist's desk at the designated office by the designated RFP Response (Proposal) Due Date/Time. Late proposals will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested.

Proposal Withdrawal: An Offeror requesting to withdraw their proposal prior to the RFP Response (Proposal) Due Date/Time may submit a letter to the Procurement Agent requesting to withdraw. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm.

An Offeror requesting to withdraw after the proposal has been opened will be required to submit a letter with documented facts supporting the reason for withdrawal within two business days of the opening. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. The Offeror must present clear and convincing evidence that an unintentional error was made. The Procurement Officer or designee will review the withdrawal request and a judgment will be made. Generally, proposal withdrawals after proposal due date/time for reasons other than obvious clerical errors are not permitted.

Proposal Correction: If an error is discovered prior to the opening, the Offeror can submit a corrected proposal. The corrected proposal should be clearly marked that it replaces the proposal originally submitted.

If an obvious clerical error is discovered after the proposal has been opened, the Offeror may submit a letter to the designated Procurement Agent within two business days of opening, requesting that the error be corrected. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. The Offeror must present clear and convincing evidence that an unintentional error was made. The Procurement Officer or designee will review the correction request and a judgment will be made. Generally, modifications to opened proposals for reasons other than obvious clerical errors are not permitted.

1.3.7 Notice of "No Bid": It is important to the City of Alpharetta to receive a reply from all invited Offerors. There is no obligation to submit a bid, quotation, or proposal; however, if you are unable or do not wish to participate in this RFP and this "Notice of No Bid" is not executed and returned, your firm may be deleted from our list of qualified bidders/Offerors. This form is located in *Appendix A* (Standard Forms).

1.4 Cost of Preparing a Proposal

1.4.1 City Not Responsible for Preparation Costs: The costs for developing and delivering Proposals, responses, or submissions to this RFP and any subsequent presentations of the Proposal as requested by the City are entirely the responsibility of the Offeror. The City is not liable for any expense incurred by the Offeror in the preparation and presentation of their Proposal.

1.4.2 All Timely Submitted Materials Become City Property: All materials submitted, including those from awarded Offeror as well as those from unsuccessful Offerors, in response to this RFP become the property of the City and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and Offeror resulting from this RFP process.

1.5 Accessing Procurement Opportunities and Vendor Registration

1.5.1 Accessing Procurement Opportunities Online: Offerors interested in responding to this RFP can locate all associated documents at <https://www.ebidexchange.com/alpharetta>. Registration and login at this eBid Systems site is required to view/download documents and view/ask questions.

1.5.2 Vendor Registration: Offerors may also register as a vendor with the City by going to www.alpharetta.ga.us, select the **Business** dropdown, and then choose **Vendors**. Web based registration is the method of registration used by the City for all transactions such as contracts, purchase orders, payments, etc. An Offeror may submit a Proposal without first entering vendor registration, but online registration is required of an awarded contractor.

1.6 Alpharetta Vendor Preference (a.k.a. Local Vendor)

It is the policy of the City to invest in the local community when appropriate through securing goods/services from local businesses at competitive pricing and terms. This is to encourage local businesses to compete for City Business for formal procurement with a contract value of \$50,000.01 to \$500,000.00.

To apply for the Alpharetta Vendor Preference the Vendor must meet the following requirements:

- Has a permanent place of business with full-time employee(s) within City limits for a minimum of six months prior to the issuance date of any formal solicitation to which said business is responding;
- The permanent place of business must distribute goods/services and cannot be a post office box or a residence;
- Has a valid business license from the City; and
- Is not delinquent on any taxes/fees owed to the City (e.g. property taxes, business license fees, etc.).

Vendors must complete the **Local Vendor Certification** form located in Appendix A, Standard Forms of this RFP. Every Vendor seeking qualification for local preference must include the completed form and all required documentation noted on the form in the Vendor's response to this RFP.

SECTION 2: RFP RECEIPT AND EVALUATION PROCESS

2.0 Authority

This RFP is issued under the authority of the City of Alpharetta Procurement Policy and applicable law. The City has the authority to reject any and all Proposals and to waive technicalities and informalities as further set forth in Section 2.3.

2.1 Receipt of Proposals and Public Inspection

2.1.1 Public Information:

Upon receipt of all sealed proposals, only the name of each supplier and the date and time of receipt shall be recorded. No other information will be disclosed nor shall the proposals be considered open record until after council award. All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the council award with the following five exceptions:

1. bona fide trade secrets that have been specifically identified, properly marked, separated, and documented and to which the Bidder has attached an affidavit declaring that such specific information constitutes a trade secret pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated, will not be disclosed; provided however, if the City determines that such specifically identified information does not in fact constitute a trade secret, the City will notify the Bidder of its intent to disclose such information prior to its initial disclosure as required by law;
2. matters involving individual safety, as determined by the City, may be withheld from disclosure;
3. any company financial information in the form of records containing tax matters or tax information that is confidential under state or federal law, which has been requested by the City to determine vendor responsibility, unless prior written consent has been given by the Bidder will not be disclosed;
4. any document or record, or portion thereof, containing information exempt from disclosure pursuant to O.C.G.A. § 50-18-70, et seq., may be withheld from disclosure as determined by the City; and
5. any other document or record, or portion thereof, mandated by law to be kept confidential, as determined by the City.

All open records requests must be presented in writing along with specific items requested. The Open Records Request form is available from the City's main website and requested through the City Clerk's office.

2.1.2 Procurement Agent's Review of Proposals: The Procurement Agent in charge of the solicitation will open and review the Proposals and separate out any information that meets the referenced exceptions in *Section 2.1.1* above, providing the following conditions have been met:

1. Documents or records containing information that the Offeror wishes to keep confidential must be specifically identified and clearly marked and separated from the rest of the Proposal;
2. The Proposal does not contain any such confidential material in the cost/price section; and
3. An affidavit from the Offeror specifically identifying information as a trade secret and declaring that such information constitutes a trade secret pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated is attached to each separated document or record in the Proposal that Offeror wishes to be kept confidential because it contains trade secrets.

Information separated out under this process will be available for initial review only by the Procurement Officer, Procurement Agent, and limited other designees. Offerors acknowledge that the act of separating out such information by the Procurement Agent does not operate to exempt such information from disclosure as a public record; rather, the disclosure of such information is governed by O.C.G.A. § 50-18-70, et seq. Offerors should be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event an (open records) request is submitted by another party and the City determines that such information is subject to disclosure.

2.2 Classification and Evaluation of Proposals

2.2.1 Classification of Proposals as Responsive and Responsible: All Proposals will initially be classified as either “responsive” or “nonresponsive”.

1. Proposals may be found nonresponsive any time during the evaluation process or during negotiations if
 - any of the required information is not provided;
 - the submitted price is found to be excessive or inadequate; or
 - the Proposal is not within the plans and specifications described and required in the RFP.Proposals found nonresponsive will not receive further consideration.
2. The Procurement Officer or designee will determine whether an Offeror has met the standards of responsibility – i.e., whether the Offeror has the capability in all respects to perform fully and reliably the requirements of this RFP and resulting contract based on the factors below. Such a determination may be made at any time during the evaluation of a Proposal response if information surfaces that would result in a determination of non-responsibility.
 - If Proposal is found non-responsible, the determination will be in writing, made a part of the procurement file, and mailed to the affected Offeror.

2.2.2 Evaluation of Proposals: The Evaluation Committee will evaluate the remaining proposals and recommend whether to award to the highest-ranking Offeror or, if necessary, to seek discussion/negotiation or a “best and final offer” in order to determine the highest-ranking Offeror.

All responsive proposals will be evaluated based on stated evaluation criteria (Section 6). The City shall be the judge of the factors and will make the award in the best interest of the City.

2.2.3 Completeness of Proposals: Selection and award will be based on the Offeror's Proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested.

2.2.4 Opportunity for Discussion/Negotiation and/or Oral Presentation/ Product Demonstration: After receipt of all proposals and prior to the determination of the award, the City may initiate discussions with one or more Offerors should clarification or negotiation be necessary. Offerors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, Offerors should be prepared to send qualified personnel to the City to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the Offeror's expense.

2.2.5 Best and Final Offer: The “Best and Final Offer” is an option available to the City under the RFP process which permits the City to request a “best and final offer” from one or more Offerors if additional information is required to make a final decision. Offerors may be contacted asking that they submit their “best and final offer”, which must include any and all discussed and/or negotiated changes.

2.2.6 Evaluation Committee Recommendation for Award: The Evaluation Committee will provide a written recommendation for award to the Procurement Agent that contains the ranking and related supporting documentation for its decision. The Procurement Agent will review the recommendation to ensure its compliance with the RFP process and criteria before concurring with the Evaluation Committee's recommendation.

2.2.7 Contract Award: Contract award, if any, will be made by City Council upon recommendation from the Evaluation Committee to the highest-ranking Offeror who provides all required documents and successfully completes the negotiation process.

The City of Alpharetta may elect to electronically deliver contracts to the awarded contractor for digital signing. Both State of Georgia and Federal law recognize and uphold the use of electronic signatures. DocuSign is the City's current electronic signature solution allowing users to route and sign contracts and agreements securely.

2.3 City's Rights Reserved

While the City has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the City to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

- cancel or terminate this RFP at any time. A notice of cancellation will be issued on the City's website. If the RFP is cancelled, the City will not reimburse any vendor for the preparation of their Proposal. Proposals may be returned, at Offeror's expense, upon request if unopened;
- reject any or all Proposals, responses, or submissions received in response to this RFP;
- waive and/or amend any technicalities or informalities, or undesirable, inconsequential, or inconsistent provisions or specifications of this RFP which would not have significant impact on any Proposal or submission;
- not award a contract if it is in the best interest of the City not to proceed with contract execution; and
- terminate any contract if the City determines adequate funds are not available.

SECTION 3: SCOPE OF PROJECT/SPECIFICATIONS

3.0 Organization of Proposal

Each proposal must be organized in the order set forth below. Paper Original and Copy sections shall have tabs separating each section. Each Proposal and Copies must be submitted in a sealed envelope/package. Cost Proposal to be within a sealed envelope within the sealed Proposal package.

Sealed Proposal envelope/package must be marked on the exterior with the following:

- Offeror's Name,
 - RFP #,
 - RFP Title, and
 - RFP Response (Proposal) Due Date/Time.
1. Cover Page – Offeror's authorized official to complete, sign, and return with proposal response;
 - a. By submitting a response to this RFP, Offeror acknowledges and agrees that Offeror has carefully examined and fully understands the provisions and requirements of this RFP, has made a personal examination of the site of the proposed work (if applicable), is satisfied as to the actual conditions and requirement of the proposed Work, and hereby proposes and agrees that if Offeror's Proposal is accepted, Offeror will contract with the City in full conformance with the Contract Documents. Offerors should include a listing of any exceptions to *Sections 1, 2, and 7* (including subsections).
 2. Section 3, Scope of Project/Specifications – include all requested documents, information, exceptions, clarifications, etc.
 3. Section 4, Offeror Qualification Requirements – include all requested documents and information
 4. Appendix A, Standard Forms – Complete each of the following as directed on each form, sign, and return with proposal response:
 - a. Disclosure Form – complete, sign, and return with Proposal response;
 - b. E-Verify, Affidavit Verifying Compliance with Illegal Immigration Reform and Enforcement Act, Contractor Affidavit only to be returned with proposal;
 - c. W-9, Request for Taxpayer Identification Number and Certification;
 5. Additional Appendices (ONLY if applicable) – include all requested documents and information
 6. Addenda – if any addenda are formally issued by the City, Offeror must complete, sign, and return Page 1 Addendum Acknowledgement with Proposal acknowledging receipt and adherence to any

changes in the RFP.

7. Section 5 – Cost Proposal and Proposal Price Certification – Offeror's authorized official to complete, sign, and return with proposal as directed below:
 - a. Offerors **must** respond to this RFP by utilizing the Cost Proposal form found in *Section 5*. (This form may also be provided as a separate, fillable Excel worksheet.)
 - b. Offeror's authorized official to complete, sign, and return One (1) Copy of the Cost Proposal and Proposal Price Certification in a sealed envelope.
 - c. Except in rare cases as described in *Section 1.3.6*, a proposal may not be corrected, withdrawn, or canceled by the Offeror for a 120-day period following the deadline for Proposal submission as defined in the Schedule of Events (RFP Response (Proposal) Due Date/Time), or receipt of best and final offer, if required, and Offeror so agrees in submitting the proposal.
 - d. The Cost Proposal form will be used as the primary representation of each Offeror's cost/price, and will be used extensively during proposal evaluations and ranking. Additional information should be included as necessary to explain in detail the Offeror's cost/price.
 - e. One Original Cost Proposal shall be submitted within the sealed proposal package in a separate, sealed, opaque envelope marked:
 - Cost Proposal
 - Offeror's Name,
 - RFP #,
 - RFP Name, and
 - Due Date/Time.
 - f. Additional Cost proposal sheets shall not be included in proposal original or copies (paper or digital).

3.1 Proposal Copies Required, Deadline for Receipt

1. Each proposal must be received in sealed, opaque packaging.
2. Proposals must be at the location noted below prior to the RFP Response (Proposal) Due Date/Time **10:00 AM on December 13, 2016**. Each RFP response received must be delivered to this location and Time/Date stamped upon delivery.

City Hall hours of operation for receipt of deliveries:

Monday – Thursday 8:30 am – 5:00 pm;
Friday 8:30 am – 4:30 pm

City of Alpharetta City Hall 1 st Floor Greeter Station 2 Park Plaza Alpharetta, GA 30009 Attn: Debora Westbrook

3. Faxed or e-mailed responses to Requests for Proposals are NOT accepted and will not be reviewed.
4. Offerors must submit the following number of copies to the address set forth on the Cover Page:
 - A. **Technical Proposal** (Does Not Include Cost Proposal):
 - **One (1) Hard Original Copy Unbound** (3-ring binder OK), marked "Original" with original signatures;
 - **Four (4) Hard Copies Unbound** (3-ring binder OK), marked "Copy";
 - **One (1) CD-ROM or Flash Drive Copies.**
 - a. Mark all CD's or Flash Drives with Offeror's name and RFP number and title.
 - b. All digital files must be in either (unless otherwise specified within this document):
 - i. Microsoft Office file format or

- ii. Portable Document Format (PDF).
- c. Use caution in creating the electronic files. If the City is unable to open files due to data-corruption, password or encryption error, etc., the Offeror's proposal may be considered incomplete.
- d. **NOTE:** All digital copies must include exactly the same information as provided in the hard copy "Original".

B. Cost Proposal:

- **One (1) Hard Original Copy** marked "Original" with original signatures. See *Section 3.0, #7 Cost Proposal and Proposal Price Certification* for complete submittal directions.

3.2 City's Intent

The City of Alpharetta is accepting sealed Proposals from pre-qualified landscape contractors for the Landscape Maintenance of City Parks and Athletic Fields. Proposal preparation will be based upon the requirements set forth in this RFP.

Based on review and scoring of Proposals received, the City intends to award a 5-year contract to a single contractor.

It is the City's intent to select a pre-qualified landscape contractor for landscape maintenance of park turf and adjacent sidewalk areas, turf athletic fields, streetscapes bordering parks, playgrounds, and the Greenway. Park landscape maintenance also includes, the straw/mulch beds, seasonal ornamental planting, and care of perennials, shrubs, vines, and trees.

3.3 Required Information

Proposals must clearly state the following information:

1. Means and Methods for Providing Landscape Maintenance Services

Include proposed plan to provide landscape maintenance services that meet the requirements of the attached Appendix D: Landscape Maintenance Specifications. Responses must contain specific information including proposed equipment (trucks, mowers, spray rig, etc. and quantities of each); 52-week schedule including pruning, fertilization, overseeding, mowing, mulching, herbicide application, seasonal color installation, and all other components of maintenance as outlined in the specifications; proposed pesticides including herbicides, insecticides, fungicides, etc.; list of pesticide applicator license holders; any other maintenance recommendations by Contractor above or in lieu of those outlined in the provided specifications.

2. Labor Resources for Landscape Maintenance Services

Include description of labor resources that will be involved in performing the maintenance work as stated in Means and Methods. Information must include number of crews and number of employees per crew. Also identify and provide brief resume statements for key personnel such as contract manager, supervisor overseeing all crews, individual crew leaders, designated contact in the field, etc. If number of crews or dedicated employees will change seasonally, please outline schedule of seasonal changes.

3. Annual Maintenance Cost

Complete the attached *Appendix E: Landscape Maintenance Pricing Sheet*.

SECTION 4: OFFEROR QUALIFICATIONS

4.0 City's Right to Investigate

The City may make such investigations as deemed necessary to determine the ability of the Offeror to provide the supplies and/or perform the services specified.

4.1 Offeror Informational Requirements

In determining the capabilities of an Offeror to perform the services specified herein, the following informational requirements must be met by the Offeror. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be brief and relevant to the goals of this

Each proposal shall provide the following information:

4.1.1 Cover Letter and Summary: Provide a Cover Letter stating the following:

- business name,
- home office address, identify whether this or another office address is responsible for work of this project,
- Identify one contact person. This person shall be the single point of contact on behalf of the Offeror firm/team, responsible for correspondence to and from the organization and the City. If necessary, the City will send all Project-related communications to this contact person. (This may be the person registered in our eBid system.) Include the following contact information:
- mailing address, telephone number, and e-mail address.

4.1.2 Available Resources:

- Insurance: Provide a copy of the firm's existing certificate of insurance showing the firm's current limits of liability for comprehensive general liability, workers compensation, business automobile liability, and umbrella liability insurance. See Section 7.6 for City's General Insurance Requirements for these services. Insurance evidence shall be included after the surety evidence.

SECTION 5: COST PROPOSAL

Complete **Appendix G: Landscape Maintenance Pricing Sheet** and Proposal Price Certification.

SECTION 6: EVALUATION CRITERIA

6.0 Evaluation Criteria

All proposals received will be reviewed by the Procurement Agent to ensure that all administrative requirements of the RFP package have been met, such as all documents requiring a signature have been signed and submitted. Failure to meet these requirements may be cause for rejection. Only responsive proposals will be given to Evaluation Committee for further review.

The Evaluation Committee will evaluate the remaining proposals and determine a ranking based on the information provided in *Sections 3 through 5* of this RFP. Proposals will be evaluated based on stated evaluation criteria. In ranking against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, quantity, and contractual factors. These rankings will be used to determine the most advantageous offering to the City.

Any proposal that fails to achieve a passing ranking for any part/section for which a passing ranking is indicated will be eliminated from further consideration.

After completing the initial ranking, the Evaluation Committee may create a shortlist made up of a grouping of the highest-ranking Offerors. In the event of a shortlist, Offerors may be asked to arrange a site visit; may be invited for a presentation or interview; or may be asked to supply additional information for evaluation. Once all evaluations are complete, the Evaluation Committee may either recommend to award to the highest-ranking Offeror or if necessary, to seek discussion/negotiation or a "best and final offer" in order to determine the highest-ranking Offeror.

Alpharetta Vendor Preference (a.k.a. Local Vendor) – Evaluation Preference: Alpharetta Vendor preference of three percent (3.00%), or equivalent unit of measure, shall be provided as an evaluation criterion to any approved Alpharetta Vendor's proposal.

Each criteria will be scored for each proposal using a scale of 0 - 5; 5 = highest score available for any criteria.

Each Offeror will be evaluated individually using weights for each criterion below:

Method of Providing Services	35%
Available Resources	35%
Cost Evaluation	30%
Evaluation Total	100%

SECTION 7: TERMS AND CONDITIONS

The City's standard terms and conditions, which will be incorporated into the Contract, are set forth below ("Terms and Conditions"). Offerors should notify the City of any Terms and Conditions that either preclude them from responding to this RFP or add unnecessary cost. This notification must be made by the deadline for receipt of written/e-mailed questions or with the Offeror's Proposal. Any requests for material, substantive, important exceptions to the Terms and Conditions will be addressed by formal written addendum issued by the designated Procurement Agent. The City reserves the right to address any non-material, minor, and/or insubstantial exceptions to the Terms and Conditions.

7.0 Additional Contract Provisions and Terms

This RFP, including all documents and appendices attached hereto, referenced herein and/or incorporated herein, and any addenda hereto, and the Proposal of the awarded Contractor, including any amendments thereto, will be incorporated into the Contract (as previously set forth, all of such documents are collectively referred to as the "Contract Documents"). The Terms and Conditions set forth herein do not define the total extent of the contract language. In the event of a conflict or dispute as to the duties and responsibilities of the City and Contractor under any resulting Contract Documents, the Contract, will govern in accordance to the order of precedence set forth therein.

7.1 Performance Prior to Contract Execution

The successful Offeror shall not begin performance of the Project prior to the execution of a formal written contract by the City and the successful Offeror. Any Offeror beginning performance prior to the execution of the Contract shall be deemed to be proceeding at the Offeror's risk, and shall not be entitled to any compensation for such performance. In addition, the City reserves the right to withdraw or cancel the award of this RFP.

7.2 Contract Term

The Contract is for a term of **five (5) years** commencing **February 1, 2017**, and terminating **January 31, 2022**, as further provided for in the Contract and in accordance with O.C.G.A. § 36-60-13.

The term of the Contract may be extended by the City, with the written consent of the Contractor, for such additional period of time as may be necessary or advantageous to the City.

The Contract price(s) and/or rates for the above-stated contract term will remain as offered in the Contractor's Cost Proposal and accepted/awarded by the City Council. For the City-Wide Landscape Maintenance of Right-of-Ways and City Facilities contract only, after the initial twenty-four (24) months (two (2) annual terms) from contract commencement, prices may be increased by the lesser of three percent (3%) or the Consumer Price Index factor (US City Average – All Items; most recent month). Contractor shall provide the City with the subsequent prices or rates for any annual renewal term, if different from the then existing prices or rates, at least ninety (90) days prior to the expiration of the then existing annual term. Subsequent prices or rates are guaranteed for a minimum of twelve (12) months. If written notice of non-renewal is given, this Contract will terminate upon expiration of the then existing annual term.

Notwithstanding any other provision or provisions of either of these Contracts, pursuant to O.C.G.A. § 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive.

7.3 Subcontractors and Sub-subcontractors

The highest-ranking Offeror will be the prime contractor if a contract is awarded and executed and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the Proposal. The City reserves the right to approve all subcontractors. The Contractor shall be responsible to the City for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the negligent acts and negligent omissions of persons employed directly by the Contractor. Further, nothing contained within this RFP, or otherwise in the Contract

Documents created as a result of any contract award derived from this RFP, shall create any contractual relationships between any subcontractor of the Contractor and the City.

7.4 (section not used)

7.5 (section not used)

7.6 General Insurance Requirements

The following is informational for this RFP. Upon Council approval, the awarded Contractor shall provide the City with a Certificate of Insurance to the address listed under *Section 1.0* indicating the existence of the policies prior to the beginning of the contract work or term. Thereafter, a renewal certificate shall be delivered to the City at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to the City as to form or substance, or any of the carriers issuing such policies shall be or become unsatisfactory to the City, the Contractor shall deliver to the City representative upon demand a certified copy of any policy required herein for review. The Certificates of Insurance shall state that the City of Alpharetta is additionally insured.

- **Workers Compensation:** Workers Compensation \$500,000 per accident per employee with waiver of subrogation. Required documentation includes certificate from insurance company showing issuance of workmen's compensation coverage for the State of Georgia.
- **Comprehensive General Liability Insurance:**

Commercial General Liability	\$1,000,000 each occurrence
	\$1,000,000 aggregate
- **Comprehensive Auto Liability Insurance:**

Bodily Injury Liability	\$1,000,000 each occurrence
Property Damage Liability	\$ 100,000 each occurrence
- **Excess Umbrella Liability:**

Combined Single Limit Bodily Injury and / or Property Damage	\$1,000,000 each occurrence
	\$1,000,000 aggregate

Insurance; Indemnification. The awarded Contractor shall maintain the types and amounts of insurance set forth as from time to time reasonably shall be requested by the City. The awarded Contractor shall provide proof of such insurance to the City at the same time as the execution of any resulting Contract and/or purchase order, and as and when requested by the City during the term hereof. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied. The awarded Contractor shall indemnify and hold the City harmless from all claims, demands, losses, attorneys' fees and liabilities of any type or nature arising out of or related to the Contractor's, or Contractor's agents', employees' or subcontractors', negligent performance or non-performance of any resulting Contract and/or purchase order, including, but not limited to, claims for injury to person or property; provided, however, that this indemnification obligation shall not apply to claims arising from the sole negligence of the City or its employees. Nothing in this paragraph or any resulting Contract and/or purchase order shall be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third party beneficiaries.

7.7 Independent Contractor

The Contractor shall at all times be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture, or partner of the City. The Contractor shall have no authority to contract for or bind City in any manner. Neither the Contractor nor its employees are employees of the City. The Contractor shall have and maintain the responsibility for and control of the rendition of the Work (including, the services performed) under the Contract, the discipline of its employees, and other matters incident to the performance of the Work (services, duties, and responsibilities as described and

contemplated in the Contract). The Contractor is required to supply the City with proof of compliance with the Workers' Compensation Act while performing work for the City. Proof of compliance must be received at the address listed under *Section 1.0* with the original Proposal.

7.8 Compliance with Illegal Immigration Reform and Enforcement Act

E-Verify Program:

The City of Alpharetta is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City shall not enter into a contract for the physical performance of services unless the Contractor registers and participates in a federal work authorization program (E-Verify). Further, Offerors submitting a Proposal for the physical performance of service shall include a fully executed E-Verify affidavit as part of their Proposal.

Requirement to Participate in a Federal Work Authorization Program (E-Verify):

No Offeror shall submit a Proposal for the physical performance of service unless the Offeror participates in a Federal Work Authorization Program and complies with the requirements of O.C.G.A. § 13-10-91.

- (1) Pursuant to O.C.G.A. § 13-10-91, the Contractor represents, warrants, acknowledges, and/or agrees that:
 - a. The Contractor has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;
 - b. Subcontractors shall not enter into any contract with the Contractor for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and
 - c. Sub-subcontractors shall not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.
- (2) As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify" (<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>), operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at such website address.

Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

- (1) The Contractor, if entering a contract with the City providing the physical performance of services, shall comply with the requirements of O.C.G.A. § 13-10-91.
- (2) Pursuant to O.C.G.A. §13-10-91, in the event the Contractor employs or contracts with a subcontractor in connection with a covered contract, Contractor shall secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 by the subcontractor's execution of the subcontractor affidavit, the form of which is provided in *Appendix A* hereof, and maintain records of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of the contractor/subcontractor agreement.
- (3) Pursuant to O.C.G.A. §13-10-91, in the event the Contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit, the form of which is also provided in *Appendix A* hereof, and maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit shall become a part of the subcontractor/sub-subcontractor agreement.

- (4) The Contractor shall comply with any and all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations promulgated in relation thereto.
- (5) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and all other applicable rules and regulations promulgated in relation thereto, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

Forms necessary to ensure compliance with this section are included under *Appendix A* and must be received at the address listed under *Section 1.0* prior to execution of any purchase order or contract.

7.9 Compliance with Laws

The Contractor shall, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. The Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

7.10 Title VI of the Civil Rights Act of 1964

The City of Alpharetta hereby gives public notice that it is the policy of the City to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. It is our policy that no person in the United States of America shall, on the grounds of race, color, national origin, sex, age, or disability be excluded from the participation in, be denied the benefits of or be otherwise subjected to discrimination under any of our programs or activities.

Any person who believes they have been subjected to unlawful discriminatory practice under Title VI has a right to file a formal complaint. Any such complaint must be filed in writing or in person with the City of Alpharetta's, Title VI Compliance Officer, within one hundred-eighty (180) days following the date of the alleged discriminatory action. Title VI Discrimination Complaint Forms may be obtained from the Title VI Compliance Officer by calling (678-297-6014) or emailing jdrinkard@alpharetta.ga.us.

7.11 Substitutions and Change Orders

NO substitutions of material, schedule cancellations, or Change Orders are permitted after Contract award without written approval by the Director of Recreation and Parks Department or his authorized representative. Cumulative Change Orders in excess of \$50,000.00 or 10% of the original contract shall require the approval of the City Council.

Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the City agrees to a replacement or requests same based on an objective standard of review of past performance. Requests for any substitution will be reviewed and may be approved by the City at its sole discretion. Verbal agreements to the contrary will not be recognized. In the event a substitution of a Contractor employee is required due to termination of employment by Contractor, Contractor shall provide the City with prompt written notice of the need for such substitution and shall cooperate with the City in providing a replacement.

7.12 Contract Termination

The City may, by written notice to the Contractor, terminate the Contract without cause; provided, the City must give notice of termination to the Contractor at least 14 days prior to the effective date of termination.

7.13 Invoicing and Payment

The City agrees to pay the Contractor in current funds for the performance of the Contract subject to additions and deductions as provided in the Contract, and, if applicable, to make payments in the manner and on the periodic basis agreed to by the City during the pre-construction meeting or prior to the commencement of the Work. Upon completion of the Work or, if agreed to by the City, upon completion of certain portions thereof, the Contractor shall submit an invoice detailing the appropriate charges as currently allowed.

The City will process approved payment requests under this Project to the awarded Contractor only. Payment to subcontractors and suppliers is the responsibility of the Contractor. The City will not entertain any other payment arrangements.

Invoices shall be submitted to:

City of Alpharetta
Recreation and Parks Department
1825 Old Milton Pkwy
Alpharetta, GA 30009

Upon receipt of invoice and inspection and acceptance of the Work, the City will render payment. All such invoices will be paid within forty-five (45) days by the City unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor will provide complete cooperation during any such investigation.

Offerors, who are individuals, shall provide their social security numbers on Page 1 of this RFP. Offerors, which are proprietorships, partnerships, limited liability companies, corporations, or other legal entities, shall provide their federal employer identification number on Page 1 of this RFP. All Offerors shall provide a completed and signed W-9 located in Appendix A: Standard Forms with Proposal submission.

7.14 Miscellaneous

7.14.1 Deliveries: In the event there are to be deliveries on site, all goods and materials will be F.O.B. Destination, Freight Prepaid and Allowed. The onsite delivery/destination address is:

City of Alpharetta
Recreation and Parks Department
1825 Old Milton Pkwy
Alpharetta, GA 30009

No freight or postage charges will be paid by the City of Alpharetta unless such charges are included and accepted in the RFP price and contract award by the City. The Contractor, at Contractor's expense, will arrange to have someone onsite to inspect and accept delivery. The Contractor has sole responsibility for securing all materials at the Project site.

7.14.2 Taxes: No sales tax will be charged on any orders.

Sales Tax Exempt# 301-682441

Federal Tax Identification# 58-6011454

Copies of the City's Sales and Use Tax Certificate of Exemption and Form W-9, Taxpayer Identification and Certification are included in Appendix B.

APPENDIX A: STANDARD FORMS

All required forms were returned in response to RFQ 17-1005.

The forms included in this section are not required to be returned with RFP response. These forms are for use by the awarded contractor.

- Forms to be held on file by Offerors/Contractors and available to City for review upon request:
 1. Affidavit Verifying Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9) *(if using subcontractor(s) – Prime Contractor to retain on file)*
 2. Affidavit Verifying Sub-Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9) *(if using sub-subcontractor(s) – Prime Contractor to retain on file)*
- Optional Form: Return only if relevant:
 3. Notice of 'No Bid'

Affidavit Verifying Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9) *(Prime contractor to retain on file)*



AFFIDAVIT VERIFYING SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (contractor) on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization (E-Verify) User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires

Affidavit Verifying Sub-Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9) *(Prime contractor to retain on file)*



AFFIDAVIT VERIFYING SUB-SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (contractor) on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of receipt of any affidavit from a sub-subcontractor to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract).

Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization (E-Verify) User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires

Notice of "No Bid" Form

CITY OF ALPHARETTA NOTICE OF "NO BID"



Finance Department
2 Park Plaza
Alpharetta, GA 30009
P: (678) 297-6052
F: (678) 297-6093
purchasing@alpharetta.ga.us

SOLICITATION # _____ CLOSING/DUE DATE _____

IMPORTANT NOTICE – Please read

It is important to the City of Alpharetta to receive a reply from all invited bidders. There is no obligation to submit a bid, quotation, or proposal.

INSTRUCTIONS:

If you are unable, or do not wish to participate on this bid, quotation, or proposal, please complete this form in full and forward to the City's procurement division at the contact information provided below.

State your reason for not participating by checking the applicable space(s) or by explaining briefly in the space provided. If submitting a Notice of "No Bid", it is not necessary to return any other bid/quotation/proposal information in connection with this solicitation.

1. We do not manufacture/supply the commodity _____
2. We do not manufacture/supply to the specification _____
3. Cannot handle due to present work load _____
4. Quantity/job too large _____
5. Quantity/job too small _____
6. Cannot meet delivery/completion requirements _____
7. Agreements with distributors/dealers do not permit us to sell direct _____
8. Licensing restrictions _____

Other reasons/additional comments: _____

Do you wish to bid on these goods/services in the future? Yes _____ No _____

Firm Name _____

Firm Address _____

Signature of Person Authorized to Bind this Firm _____

Date _____

Typed or Printed Name and Title _____

Phone Number and E-mail Address _____

Email, Fax, or Mail to the Procurement Agent in charge of this solicitation at the contact number/address listed in Section 1.0. Mark the correspondence as "Notice of No Bid".

APPENDIX B: CITY OF ALPHARETTA TAX FORMS

ST-5 (Rev. 9/2014)



STATE OF GEORGIA
DEPARTMENT OF REVENUE
SALES TAX CERTIFICATE OF EXEMPTION
GEORGIA PURCHASER OR DEALER

To: _____ (SUPPLIER) _____ (DATE)

_____ (SUPPLIER'S ADDRESS) _____ (CITY) _____ (STATE) _____ (ZIP CODE)

THE UNDERSIGNED DOES HEREBY CERTIFY that all tangible personal property purchased or leased after this date will be for the purpose indicated below and that this certificate shall remain in effect until revoked in writing. Any tangible personal property obtained under this certificate of exemption is subject to the sales and use tax if it is used or consumed by the purchaser in any manner other than that indicated on this certificate. (Check appropriate box.)

- ☐ 1. Purchases or leases of tangible personal property or services for resale. O.C.G.A. § 48-8-30
- ☒ 2. Purchases or leases of tangible personal property or services made by the Federal Government, The American Red Cross, Georgia State Government, any county, municipality, qualifying authority, or public school system of this state. When paid for by warrant on appropriated Government funds, A Georgia Sales and Use tax number is not required for this exemption. O.C.G.A. § 48-8-3(1)(6)(6.1)(6.2)
- ☐ 3. Purchases or leases of tangible personal property or services for **RESALE ONLY** by a church, qualifying nonprofit child caring institution, nonprofit parent teacher organization or association, nonprofit private school (grades K-12), nonprofit entity raising funds for a public library, member councils of the Boy Scouts of the U.S.A. or Girl Scouts of the U.S.A. **THIS EXEMPTION DOES NOT EXTEND TO ANY PURCHASE TO BE USED BY OR DONATED BY THE PURCHASING ENTITY.** A Georgia Sales and Use tax number is not required for this exemption. O.C.G.A. § 48-8-3(15)(39)(41)(56)(59)(71)
- ☐ 4. Materials used for packaging tangible personal property for shipment or sale. Such materials must be used solely for packaging and must not be purchased for reuse by the shipper or seller. A Georgia Sales and Use tax number is not required for this exemption. O.C.G.A. § 48-8-3(94)
- ☐ 5. Aircraft, watercraft, motor vehicles, and other transportation equipment manufactured or assembled in this state sold by the manufacturer or assembler for use exclusively outside of this state when possession is taken by the purchaser within this state for the sole purpose of removing the property from this state under its own power due to the fact that the equipment does not lend itself more reasonably to removal by other means. A Georgia Sales and Use tax number is not required for this exemption. O.C.G.A. § 48-8-3(32)
- ☐ 6. The sale of aircraft, watercraft, railroad locomotives and rolling stock, motor vehicles, and major components and replacement/repair parts of each, which will be used principally to cross the borders of this state in the service of transporting passengers or cargo by common carriers in interstate or foreign commerce under authority granted by the United States government. Private and contract carriers are not exempt. O.C.G.A. § 48-8-3(33)(A)
- ☐ 7. Purchases or leases of tangible personal property or services made by a federally chartered credit union, credit unions organized under the laws of this state, and credit unions organized under the laws of the United States and domiciled within this state. A Georgia Sales and Use tax number is not required for this exemption. 12 U.S.C.S. 1768; O.C.G.A. § 48-6-97

(Describe Purchaser's Business Activity)

Under penalties of perjury I declare that this certificate has been examined by me and to the best of my knowledge and belief is true and correct, made in good faith, pursuant to the sales and use tax laws of the State of Georgia.

Business Name: CITY OF ALPHARETTA Sales Tax Number: 301-682441

Business Address: 2 PARK PLAZA Alpharetta State: GA Zip Code: 30009

Purchaser's Name: THOMAS G. HARRIS Signature: Thomas G. Harris Title: FIN DIRECTOR

A dealer must secure one properly completed certificate of exemption from each buyer making purchases without payment of the tax. The dealer must maintain a copy of the certificate of exemption presented for audit purposes.

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.																																													
Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. City of Alpharetta																																														
	2 Business name/disregarded entity name, if different from above																																														
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☒ Other (see instructions) ▶ Governmental Entity (Tax Exempt)																																														
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 3 Exemption from FATCA reporting code (if any) C (Applies to accounts maintained outside the U.S.)																																														
	5 Address (number, street, and apt. or suite no.) 2 Park Plaza 6 City, state, and ZIP code Alpharetta, GA 30009 7 List account number(s) here (optional)																																														
Requester's name and address (optional)																																															
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.																																															
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="9" style="text-align: center;">Social security number</td></tr><tr><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td></tr><tr><td colspan="9" style="text-align: center;">or</td></tr><tr><td colspan="9" style="text-align: center;">Employer identification number</td></tr><tr><td style="width: 25%;">5</td><td style="width: 25%;">8</td><td style="width: 25%;"> </td><td style="width: 25%;">6</td><td style="width: 25%;">0</td><td style="width: 25%;">1</td><td style="width: 25%;">1</td><td style="width: 25%;">4</td><td style="width: 25%;">5</td></tr></table>			Social security number																		or									Employer identification number									5	8		6	0	1	1	4	5
Social security number																																															
or																																															
Employer identification number																																															
5	8		6	0	1	1	4	5																																							
Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.																																															
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 20%;">Sign Here</td><td style="width: 60%;">Signature of U.S. person ▶ <i>Thomas L. Harro</i></td><td style="width: 20%;">Date ▶ <i>4/9/15</i></td></tr></table>			Sign Here	Signature of U.S. person ▶ <i>Thomas L. Harro</i>	Date ▶ <i>4/9/15</i>																																										
Sign Here	Signature of U.S. person ▶ <i>Thomas L. Harro</i>	Date ▶ <i>4/9/15</i>																																													
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: • Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.</i> By signing the filled-out form, you: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See <i>What is FATCA reporting?</i> on page 2 for further information.																																															
Cat. No. 10231X Form W-9 (Rev. 12-2014)																																															

APPENDIX C: DEFINITIONS OF CERTAIN TERMS

The intent and meaning of the following terms, which may be used throughout the RFP process, shall be interpreted as follows:

Bid: the response submitted by a Bidder to an Invitation to Bid (ITB) to provide goods or services at the prices quoted.

Bidder: One who submits a response to an ITB.

Bonds:

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the bidder will not withdraw the bid. The bidder will furnish bonds in the required amount and if the contract is awarded to the bonded bidder, the bidder will accept the contract as bid, or else the surety will pay a specific amount. A Bid Deposit may be accepted in lieu of the Bid Bond.

Labor and Materials Bond (Payment Bond): A financial or contractual instrument, issued by a surety that guarantees that subcontractors will be paid for labor and materials expended on the contract. Acceptable forms of payment bonds may include cashier's check, certified check, or irrevocable letter of credit issued by a financial institution; a surety or blanket bond; United States Treasury bond; or certificate of deposit.

Performance Bond: An instrument executed, subsequent to award, by a successful bidder that protects the public entity from loss due to the bidder's inability to complete the contract as agreed. A risk mechanism that secures the fulfillment of all contract requirements. *May be referred to as a Completion Bond.*

Contract: the formal written agreement executed by the City and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work/Services and the basis of payment.

Contract Documents: collectively refer to the ITB, RFP, or RFQ as issued by the City and including all appendices attached, referenced, and/or incorporated in the request; addenda; and Bid or proposal of awarded contractor including any amendments thereto.

Contractor: the successful Bidder or Offeror to whom (or which) a contract resulting from the ITB, RFP, or RFQ is awarded by the City, and who (or which) has executed a formal written contract with the City to furnish goods, services, or construction for an agreed upon price.

DOAS: The State of Georgia's Department of Administrative Services.

Ineligible Vendor List: List maintained by the procurement team of vendors that are not eligible to provide any commodities or services to the City due to non-performance (see Penalties for Non-Performance section for more information). The length of time a vendor remains on the Ineligible Vendor List is dependent upon the severity of the performance problem(s), not to exceed three years

Invitation to Bid (also known as ITB, Competitive Sealed Bids, Request for Bids, or Bid): The method of procurement when the cost of goods and/or services is \$25,000.01 or greater, where there are clear and defined specifications available, and where cost is the primary basis of award. Evaluation is based solely on the response to the criteria set forth in the Bid document. This process does not include discussion or negotiations with bidders.

Legal Organ: The local newspaper selected for the posting of legal notices and advertisements for the City to reach the most citizens in an economical manner. At the time of this publication, our legal organ is the Alpharetta-Roswell Revue & News.

NIGP: National Institute of Governmental Purchasing whose mission is to develop, support and promote the public procurement profession through premier educational and research programs, professional support, and advocacy initiatives that benefit members and constituents.

Offeror: One who submits a response to a Request for Proposal (RFP).

Procurement Agent: Procurement team member representing the primary public contact for these procurement processes: facilitating, issuing, and receiving Bids, Proposals, and Statements of Qualifications.

Procurement Officer: Director of Finance or his/her designee.

Project: the entire services, function, construction, work product, improvement, repairs, deliverables, and/or goods to be performed, provided, and/or supplied as set forth in the ITB, RFP, or RFQ and the Contract Documents and as generally described in the title to this ITB, RFP, or RFQ.

Proposal: a document submitted by an Offeror in response to an RFP to be used as the basis for evaluation, for negotiations, for entering into a contract.

Request for Proposals (also called RFP, Formal Sealed Proposal, or Proposal): The method of procurement when the cost of goods and/or services is \$25,000.01 or greater and where the Competitive Sealed Bid method is neither practical nor advantageous and cost is not the primary consideration. This process does provide for the negotiation of terms, including price, prior to contract award.

Request for Qualifications (also called RFQ, Request for Qualified Contractors, or RFQC): The Formal Request for Qualifications is a prequalification process used to obtain statements of qualifications from contractors prior to issuing the solicitation. An RFQ is often Step 1 of a two-step process followed by an RFP or ITB to be issued only to Providers/Suppliers determined to be Qualified Providers/Suppliers.

Responsible: The contractor has the capacity in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, facilities, equipment, and credit which will assure good faith performance. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

Responsive: The contractor has submitted a Bid/Proposal that conforms in all material respects to the requirements stated in the solicitation document, including all form and substance.

Scope of Work/Project: A detailed, written description of the contractual requirements for materials and services contained within a Competitive Sealed Bid/ Request for Proposal. A well-conceived and clearly written scope serves many purposes including:

- Establishing a clear understanding of what is needed;
- Encouraging competition in the marketplace and promoting economic stimulus;
- Satisfying a critical need of government; and
- Obtaining the best value for the taxpayer.

Specifications: A precise description of the physical or functional characteristics of a product, good, or construction item. A description of goods and/or services. A description of what the purchaser seeks to buy and what a bidder must be responsive to in order to be considered for award of a contract. Specifications generally fall under the following categories: design, performance, combination (design and performance), brand name or approved equal, qualified products list and samples. May also be known as a purchasing description.

Statement of Qualifications (also called SOQ): Response to an RFQ which includes the qualifications of the contractor to provide or supply the requested services.

Work: the furnishing of all labor, materials, equipment, superintendence, and other incidentals necessary or convenient to the successful completion of the Project, including the performance of all services and requirements set forth in the ITB, RFP, or RFQ hereof as the Scope of Work or Specification (in accordance with the specifications provided therein), and the carrying out of all obligations, duties, and responsibilities imposed by the Contract Documents in the provision thereof.

APPENDIX D: LANDSCAPE MAINTENANCE SPECIFICATIONS

Definitions

- a. Beauty Strip – landscape area along roadways located between back of curb and front of sidewalk
- b. City Facility – City buildings/properties such as fire stations and Public Works Department
- c. City Representative – specific City employee assigned as the representative overseeing maintenance and/or landscape contract(s)
- d. MUTCD – Manual of Uniform Traffic Control Devices
- e. Right-of-Way – extents of area dedicated to public roadway corridors
- f. Work Area – all locations of service identified on the Landscape Maintenance Areas maps.

General Turf Care

1 Safety

Contractor will be responsible for all safety procedures **including compliance with MUTCD work zone procedures**. All employees shall wear a clean, identifiable uniform with appropriate safety equipment and safety vest (or equivalent). "MOWERS AHEAD" signs shall be used when mowing along all roadsides.

2 Mowing and Related Maintenance - Warm Season Turf

1. Before mowing, litter and debris shall be removed from lawns, plant beds, walkways and curbs.
2. All ball fields are to be mowed twice weekly at a height of one and one-half (1 1/2) inches.
3. All Bermuda grass in the open areas is to be mowed once per week at a height of two (2) inches.
4. All other grasses in the open areas are to be mowed once per week at a height of two (2) inches.
5. The City Representative may notify contractor one week in advance of any Special Event that would affect the mowing schedule.
6. Mowing and maintenance details and frequencies for all park locations are noted above and in Appendix F Maps and Appendix E Maintenance Schedule, or as weather conditions dictate.
7. All warm season turf will be scalped to a height of 3/4 inches in February or March.
8. All clippings and thatch will be removed from the lawn areas.
9. The mowing operation includes trimming around obstacles and where larger machinery cannot reach, raking and removing grass clippings, removing debris from walkways, curbs, gutters, and catch basin inlets.
10. **All ball field and play area fence lines will be trimmed and not sprayed.**
11. Grass clippings will be kept out of plant beds and tree rings.
12. Absolutely no clippings from mowing or trimming will be disposed of in catch basins, storm sewers, or the drainage system nor will clippings be left in or blown into roadways or parking lots.
13. Mowing patterns will be established and changed on a regular basis to present the most aesthetically pleasing appearance.
14. Bermuda/Zoysia Fertilization program will be a six (6) step program:
 1. 2nd week of February 0-0-7 + Stonewall
Early March 12,000 S.F. per bag
 2. 2nd week of April 25-0-7 30% PPSCU N + Stonewall
Early May 12,000 S.F. per bag
 3. June 24-2-11 40% PPAXU N.+ 6% FE
12,000 S.F. Per bag
 4. July 24-2-11 40% PPSCU N.+ 6% FE
12,000 S.F. per bag
 5. August 24-2-11 40% PPSCU N. + 6% FE
12,000 S.F. per bag

6. September 0-0-7 + Stonewall
12,000 S.F. per bag

3 Mowing and Related Maintenance – Cool Season Turf

1. Before mowing, litter and debris shall be removed from lawns, plant beds, walkways and curbs.
2. All grass in the open areas is to be mowed once per week at a height of two (2) inches.
3. Mowing and maintenance details and frequencies for all park locations are noted above and in Appendix F Maps and Appendix E Maintenance Schedule, or as weather conditions dictate.
4. The City Representative may notify contractor one week in advance of any Special Event that would affect the mowing schedule.
5. The mowing operation includes trimming around obstacles and where larger machinery cannot reach, raking and removing grass clippings, removing debris from walkways, curbs, gutters, and catch basin inlets.
6. Grass clippings will be kept out of plant beds and tree rings.
7. Absolutely no clippings will be disposed of in catch basins, storm sewers, or the drainage system nor will clippings be left in or blown into roadways or parking lots.
8. Mowing patterns will be established and changed on a regular basis to present the most aesthetically pleasing appearance.
9. Fescue Fertilization program will be a five (5) step program:
 1. 2nd week Feb 25-0-7 30% PPSCU N.+ Stonewall
Early March 12,000 S.F. per bag
 2. 2nd week April 18-0-78 30% PPSCU N. + Stonewall
Early May 12,000 S.F. per bag
 3. June 5-10-31 + 10% FE
16,000 S.F. per bag
 4. July 20% Granular Iron (ext. color)
10,000 S.F. per bag
 5. September Overseeding Time
4-8 lb. seed per 1,000 S.F.

4 Additional Turf Care Program (All Turf)

Since the results of a turf program can be adversely affected by the weather, the Contractor will provide service calls and diagnosis between applications at no additional charge.

Additional turf applications may be needed for turf insects and disease, as well as extremely difficult to control weeds, such as nut sedge and dallis grass.

Since these concerns occur fairly infrequently, the Contractor will provide a written proposal if and when these services are warranted.

These situations will be handled on a case-by- case basis and approval from the City must be secured before the proposed work is performed.

Selective weed control shall be applied with a boom sprayer.

5 Edging and String Trimming

Mechanical edging of bed lines, walkways, curbs, and other paved areas will be performed as follows:

1. During Growing Season for Parks Locations – every other week or as weather conditions dictate.
2. During the Off-Season for Parks Locations – only as needed.
3. For Parks Walking and/or Nature Trails located within Wills Park, North Park, Cogburn Park, Webb Bridge Park, and Rock Mill Park/Big Creek Greenway - all briars and weeds are to be mechanically trimmed and maintained at a distance of four feet (4') off the trail so briars and weeds are not on or near the trail.
4. All steps and entrances shall be trimmed weekly.

5. Rock Mill Park and all parking lots are to be trimmed weekly.
6. Trees will be trimmed by Parks staff.
7. **All ball field and play area fence lines will be trimmed and not sprayed.**
8. Debris from the edging operation will be removed and areas swept or blown clean immediately after completion.
9. Edging debris must not remain for any extended amount of time past the completion of edging.
10. Absolutely no clippings will be disposed of in catch basins, storm sewers, or the drainage system nor will clippings be left in or blown into roadways or parking lots.

Perennial and Shrub Care

6 Weed Control

1. In early spring, a pre-emergent herbicide will be applied to mulched areas and groundcover beds.
2. Weeds shall be removed from all beds, tree rings, and bio-retention cells on a continuous basis throughout the growing season to present a well maintained and finished appearance at all times.
3. Weed control will be accomplished through the use of pre-emergent and post-emergent herbicides as well as hand weeding and mechanical means.
4. Contractor's chemical recommendations must be approved by City Representative prior to application.
5. Chemicals will be applied according to the product label and under the supervision of a certified applicator licensed by the State of Georgia (Certification must be submitted to the City).
6. A non-selective and/or pre-emergent herbicide will be applied at regular intervals to walkways, curbs, and other paved areas to help prevent the growth of weeds in hardscape joints and cracks.
7. Weeds shall be controlled in bed areas by mechanical, physical and chemical methods.
8. Bed areas shall be maintained weed free.
9. **All ball field and play area fence lines will be trimmed and not sprayed.**

7 Pruning Shrubs

Shrubs that require shearing or selective pruning to maintain a formal appearance will be maintained per ANSI standards, or as requested by the City, during the growing season. Flowering shrubs shall be pruned after blooming.

Pruning shall occur three (3) times per year at Rock Mill Park, Greenway at Marconi Parking area, Greenway at AMLI, and Union Hill park.

8 Perennial Bed Maintenance

1. The removal of all spent blooms, flower stalks, and drying foliage shall be performed weekly or as needed.
2. An annual (Late Winter or Early Spring) cutback and mulching of all spent foliage shall also be included. (See Appendix E Maintenance Schedule for mulch by locations.)
3. Any additional application of fertilizer, fungicide, insecticide, or other chemicals needed to keep plants at optimum health shall also be performed.
4. Contractor's recommendation must be approved by City staff prior to applications.
5. Any unsightly foliage from Jonquils and Daylilies shall be either removed or covered to not distract from the overall appearance of the property.
6. All remaining dead foliage of Daylilies and all Liriope shall be cut back (either manually or mechanically) in the early spring.
7. Groundcovers will be edged and pruned as needed to contain them within their borders.
8. Standard pruning practices will be observed and resulting debris will be removed.
9. Absolutely no clippings will be disposed of in catch basins, storm sewers, or the drainage system nor will clippings be left in or blown into roadways or parking lots.
10. The Mansell House is a historic site located within Wills Park:

- a. *The flower beds at the Mansell House Gardens are not to be maintained.*
- b. *Only the grass is to be mowed at this location.*

9 Seasonal Pine Straw / Mulch

Each park will have different areas to maintain. See Appendix E Maintenance Schedule for more information:

- **Alpharetta Crabapple Government Center:** Beds and trees are to be mulched two (2) times per year with dark brown hardwood mulch. Mulch is to be maintained at a depth of three (3) inches.
- **Alpharetta Art Center:** Beds and trees shall be mulched two (2) times per year with dark brown hardwood mulch at a depth of three (3) inches.
- **Wills Park Community Center, Wills Recreation Center, Wills Park Equestrian Center:** All trees and landscaped areas that are around buildings shall be mulched with dark brown hardwood mulch two (2) times per year. This is to include the landscaping between the fence and road at the Equestrian Center. Mulch is to be maintained at a depth of three (3) inches.
- **Pocket Parks (Olde Milton, Roswell/Old Roswell, Canton/Old Canton, Maddox):** shall be mulched with dark brown hardwood mulch two (2) times per year. Mulch is to be maintained at a depth of three (3) inches.
- **North Park: Beds at the Adult Activity Center:** shall be mulched with pine straw three (3) times per year. Pine straw shall be installed at a depth of three (3) inches.
- **Windward Soccer:** shall be mulched with pine straw three (3) times per year. Pine straw shall be installed at a depth of three (3) inches.
- **Webb Bridge Park Roadway:** Pine straw shall be added to both sides of the Phase III roadway three (2) times per year during January/ February and June/July. There is approximately 20,000 sq. ft. on the right side as you enter and approximately 18,000 sq. ft. on the left side as you enter. Total coverage area is approximately 38,000 sq. ft. Pine straw shall be installed at a depth of three (3) inches.

10 Growing Season Services

Services to be performed in the months of March, April, May, June, July, August, September, and October shall be as follows:

1. Mow all areas as specified in Appendix E Maintenance Schedule.
2. Clean grass clippings from walks and paved areas after mowing and/or edging.
3. Trim along buildings, plantings, signs, fencing, and other obstructions on an every other week basis.
4. Power edge grass adjacent to the walks, driveways, and roadways on an every other week basis.
5. Edge turf adjacent to beds on an every other week basis.
6. Provide weed control (pre, post, & active) on a regular basis in specified areas to include landscaped/mulched beds. Any weeds that are in the beds/mulched areas that have not been removed with weed killer shall be removed by hand. The application of weed control shall not endanger any flowers, shrubs or trees.
7. All annuals/perennials are to have spent flower blooms and stalks removed by hand as soon as they fade.
8. All saplings are to be removed that come up in plant beds or landscaped areas.
9. Leaves shall be removed from turf and bed areas as needed.

11 Off- Season Services

Services in the month of November shall consist of the following:

1. Mow all areas as specified in Appendix E Maintenance Schedule.
2. Clean grass clippings from walks and paved areas after mowing.

3. Trim along buildings, plantings, signs, fencing and other obstructions.
4. Fall cleanup of leaves and debris from turf and bed areas.
5. Power edge grass adjacent to the walks, driveways, and roadways on an every other week basis.
6. Edge turf adjacent to beds on an every other week basis.

Services to be performed in the months of December, January, and February are as follows:

1. Weekly inspection of property.
2. Mowing all areas as needed.
3. Cleanup of litter and debris to include leaves.
4. Edge all beds, walkways, roadways and driveways every other week.
5. Remove undergrowth and invasive plants/weeds from edge of Greenway Trail (from edge of trail to the wood line).

12 Reporting of Any/All Damages of City Properties

Contractors will report any damages noticed or caused while maintaining City/Parks properties. Reporting shall be in writing to the City's representative for this contract.

General Information

1. All work required in this bid is to be completed in a professional manner according to standard industry practices.
2. The contractor's field employees shall wear identifiable uniforms and appropriate safety equipment while on the site performing services.
3. City Parks are Tobacco-Free. March 21, 2011, Alpharetta Mayor and Council approved an ordinance prohibiting the use of all tobacco products in City Parks and/or on the Greenway. A violation of this ordinance is a misdemeanor punishable as other violations of City Park rules and regulations. It is recommended that the contractor make all field employees aware of this ordinance. Notice of this ordinance or lack thereof does not relieve anyone from the obligation to comply.
4. Contractor shall keep all mower blades sharp and in good condition at all times during mowing. The grass blades shall be cut sharply and cleanly. Turf shall be cut so that no ridges remain in the finished cut. The direction of mowing shall be alternated to minimize ruts and matting.
5. Contractor shall be responsible for replacing any flowers/shrubbery/trees damaged and/or killed by mowers, edgers, trimmers, or pesticide applications.
6. Contractor shall be responsible for notifying staff if any irrigation heads are damaged by mowers.
7. Absolutely no clippings will be disposed of in catch basins, storm sewers, or the drainage system nor will clippings be left in or blown into roadways or parking lots. No dumping of any debris on City property, City dumpsters, or in Park dumpsters/roll offs.
8. Monthly invoices or requests for payment from contractor for Landscape Maintenance of City Parks must include a detail report by Park location to include each date the location was visited and what was completed on each visit, i.e. was park mowed, trimmed, edged, weeded; detail of any chemical application including chemical name and quantity of chemical; and what areas does the invoice cover, ex: Ball fields, open areas, beds/mulched areas, etc. Invoices for Landscape Maintenance of City Parks will only be processed if all required reporting has been submitted for the month of invoice. For more information, see Section 7.13, Invoicing and Payment.

APPENDIX E: MAINTENANCE BY PARK LOCATION

Map location	Park Name/Description	Turf Type	Area Type	Estimated Acreage	Mowing Frequency	Mowing Height	Pre-Emergent	Fertilization	Dark Brown Hardwood Mulch / Pine Straw
1	Alpharetta Arts Center	General	Open		Weekly	2"	Yes	Yes	
2	Alpharetta Crabapple Government Center	General	Open	2.00	Weekly	2"	Yes	Yes	Dark Brown Hardwood Mulch
3	Cogburn Park	General	Open	4.00	Weekly	2"			
3A	Cogburn Park	Bermuda	Inside walking trail	1.00	2 times per week	1.5"	Yes	Yes	
4	Maddox Park	General	Open	0.25	Weekly	2"			Dark Brown Hardwood Mulch
5	North Park Adult Activity Center	Lawn	Open		Weekly	2"	Yes	Yes	Pine Straw
5A	North Park	General	Open	10.00	Weekly	2"			
5B	North Park	Bermuda	Ball Field	10.00	2 times per week	1.5"	Yes	Yes	
5C	North Park @ Fields 6 - 8	Bermuda	Inside walking trail		2 times per week	1.5 "	Yes	yes	
6	Olde Milton Park	General	Open	0.25	Weekly	2"			Dark Brown Hardwood Mulch
7	Pocket Park @ Canton St. & Old Canton St.	General	Open	0.50	Weekly	2"			Dark Brown Hardwood Mulch
8	Pocket Park @ Roswell St. & Old Roswell St.	General	Open	0.50	Weekly	2"			Dark Brown Hardwood Mulch
9	Rock Mill Park	General	Open	0.50	Weekly	2"			
9A	Greenway Trail	General	Open	10.00	Weekly	2"			

Map Location	Park Name/Description	Turf Type	Area Type	Estimated Acreage	Mowing Frequency	Mowing Height	Pre-Emergent	Fertilization	Dark Brown Hardwood Mulch / Pine Straw
10	Silos Park	General	Open	0.25	Weekly	2"			
11	Union Hill Park	General	Open	1.50	Weekly	2"			
12	Webb Bridge Park	General	Open	9.00	Weekly	2"			
12A	Webb Bridge Park	Bermuda	Ball Field	10.00	2 times per week	1.5"	Yes	Yes	
12B	Webb Bridge Park Roadway	General	Open	0.25	Weekly	2"			Pine Straw
13	Westside Park	General	Open	0.25	Weekly	2"			
14	Wills Road in Front of American Legion	General	Open	0.25	Weekly	2"			
14A	Wills Park Community Center/Event Lawn & Administration Office	Lawn	Open			2"	Yes	Yes	Dark Brown Hardwood Mulch
14B	Wills Park	Bermuda	Ball Field	9.00	2 times per week	1.5"	Yes	Yes	
14C	Wills Park (includes berm between sidewalk & road)	General	Open		Weekly	2"			
14D	Wills park Equestrian Center	General	Open	6.00	Weekly	2"			Dark Brown Hardwood Mulch
15	Windward Soccer Field	General	Open	1.00	Weekly	2"			Pine Straw
15A	Windward Soccer Field	Bermuda	Ball Field	1.50	2 times per week	1.5"	Yes	Yes	

APPENDIX F: PARK LOCATION MAPS





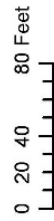
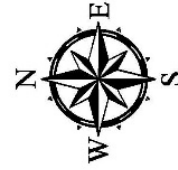




Maddox Park (#4)

Maintenance Areas

4. ~ .25 Acres of General Turf. All trees and beds are to be mulched with dark brown hardwood mulch

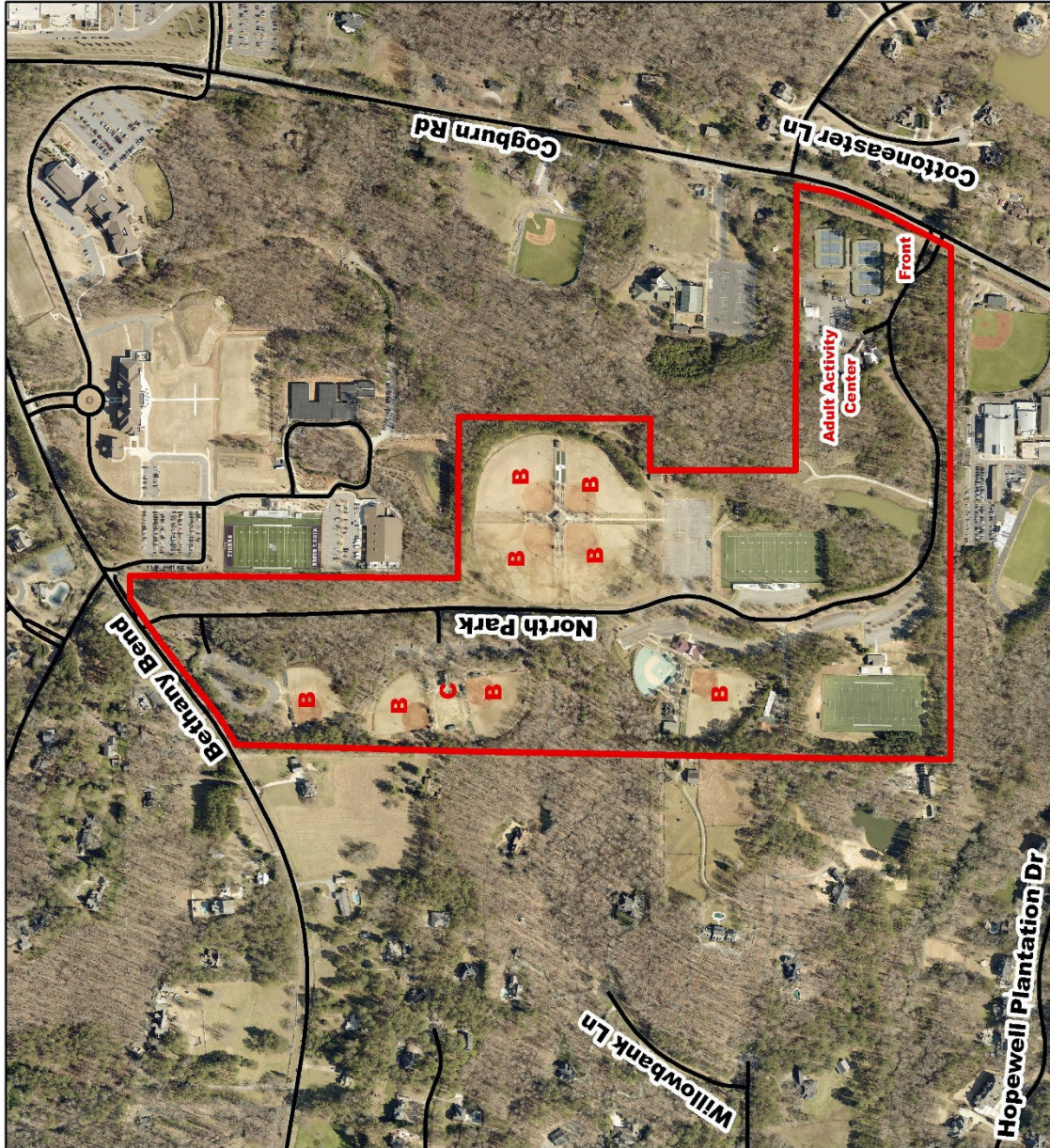




North Park (#5)

Maintenance Areas

5. Adult Activity Center/
Front - Lawn/Pine Straw
- A. ~ 8 Acres North Park -
General Turf.
- B. ~ 10 Acres Ball Fields -
Bermuda
- C. Inside Waking Trail -
Bermuda

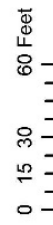




Olde Milton Park (#6)

Maintenance Areas

6. ~.25 Acres of General Turf. All trees and beds are to be mulched with dark brown hardwood mulch

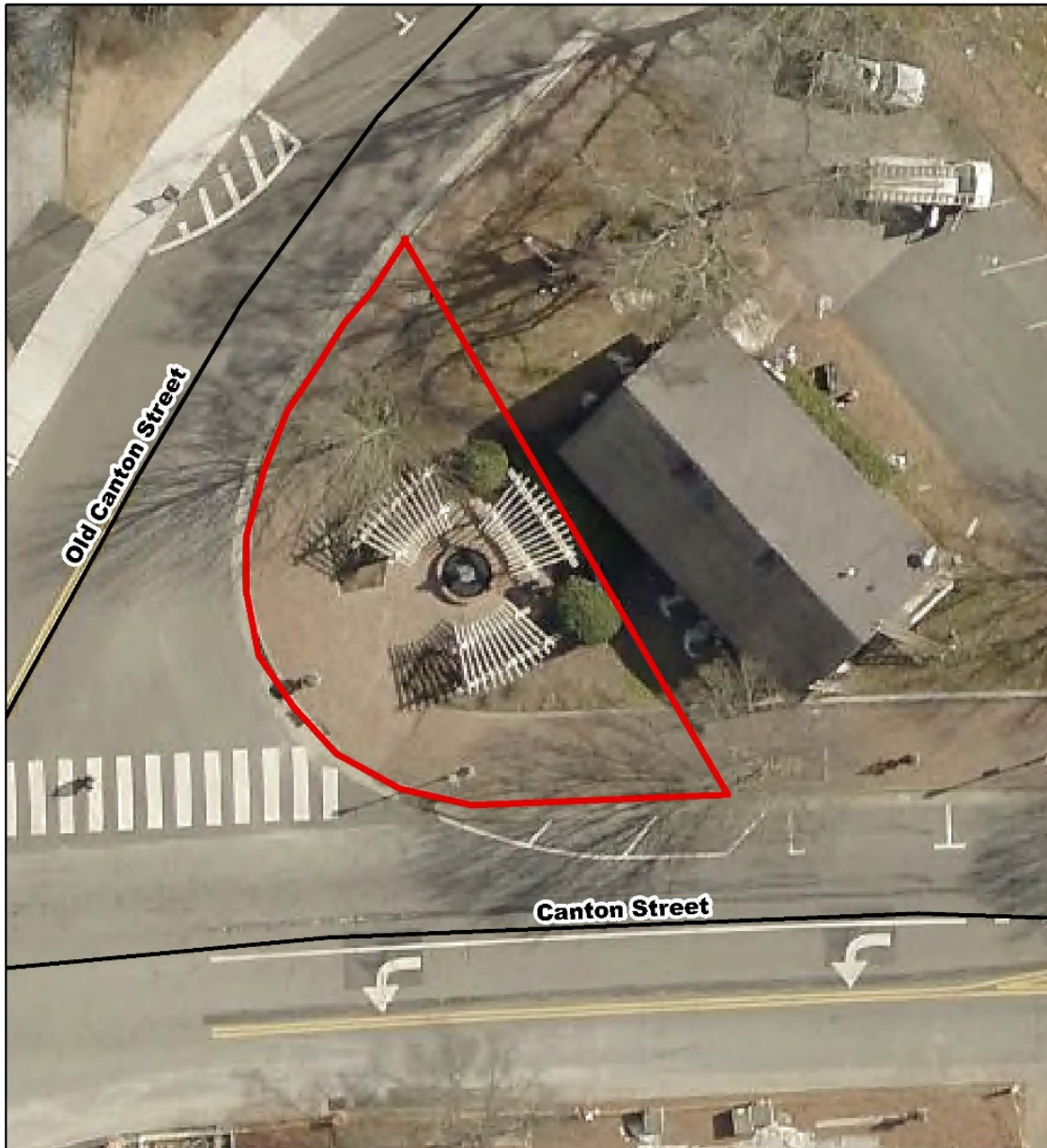
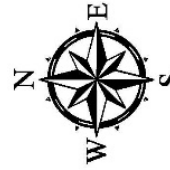




**Pocket Park at
Canton Street &
Old Canton Street (#7)**

Maintenance Areas

7. ~.5 Acres of General
Turf. All trees and beds
are to be mulched with
dark hardwood mulch

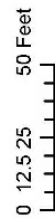




Pocket Park at Roswell Street & Old Roswell Street (#8)

Maintenance Areas

8. ~.5 Acres of General Turf. All trees and beds are to be mulched with dark brown hardwood mulch





Rock Mill Park (#9)

Maintenance Areas

9. ~.50 Acres of General
Turf

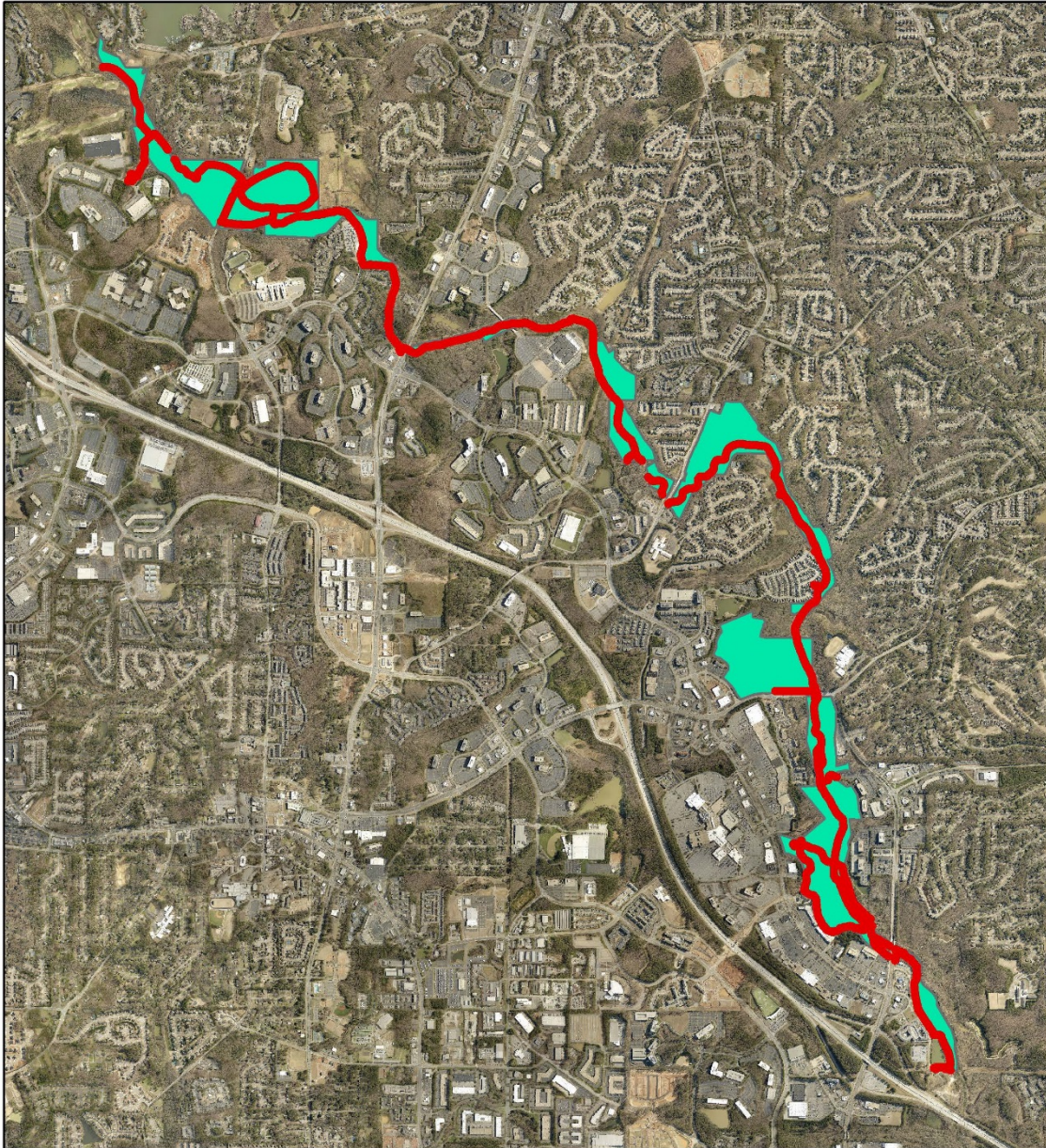
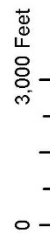
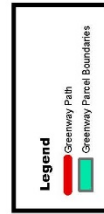




Alpharetta Greenway (#9A)

Maintenance Areas

9A. ~ 10 Acres of General
Turf

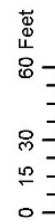
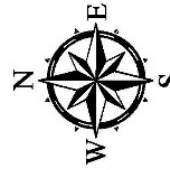




Silos Park (#10)

Maintenance Areas

10 - ~ .25 Acres of
General Turf

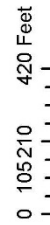
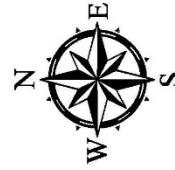




Union Hill Park (#11)

Maintenance Areas

11. ~ 1.5 Acres of
General Turf

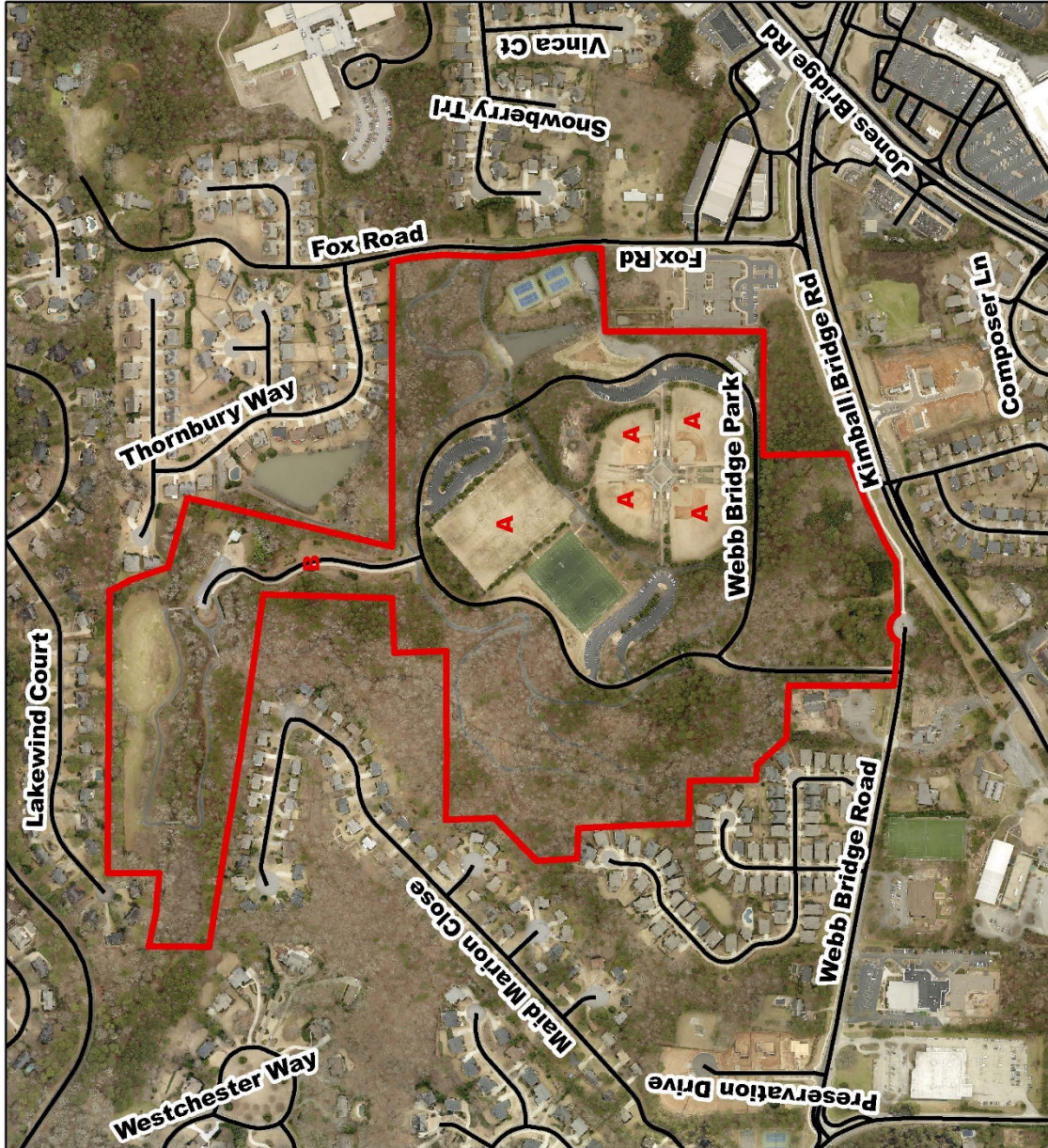
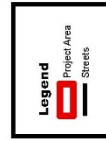




Webb Bridge Park (#12)

Maintenance Areas

12. ~ 9 Acres of General Turf
- A. Ball Field - Bermuda
 - B. Roadway - Pine Straw

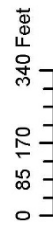
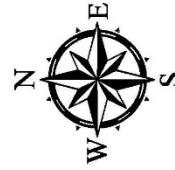




Westside Park (#13)

Maintenance Areas

13. ~ .25 Acres of
General Turf





Wills Park (#14)

Maintenance Areas

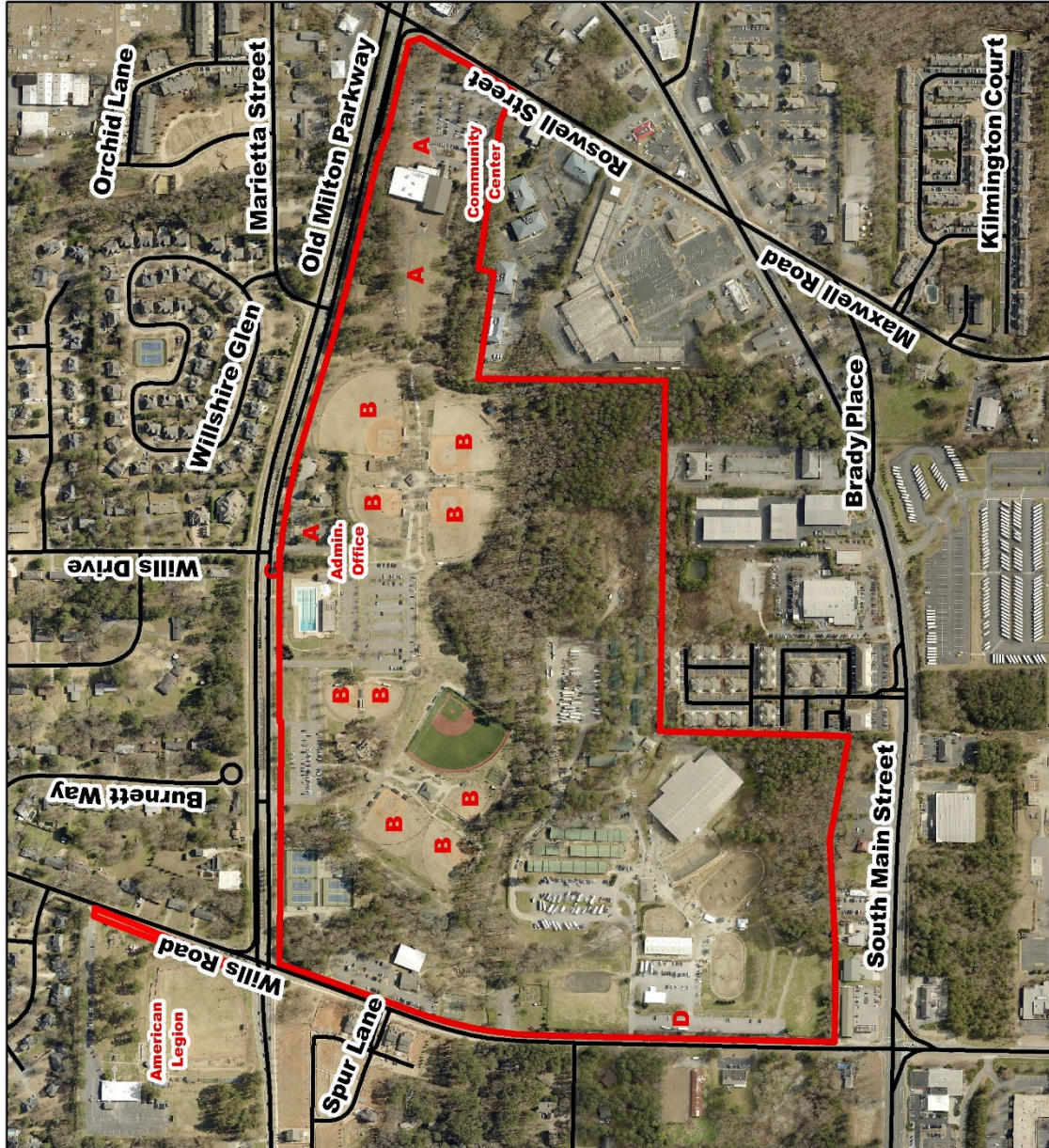
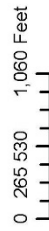
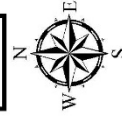
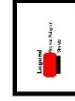
14. ~ .25 Acres in Front of American Legion - General Turf.

A. Community Center/Event Lawn/Admin. Office - Lawn & mulch with dark brown mulch.

B. ~ 9 Acres Ballfields - Bermuda

C. Berm between Sidewalk & Road - General Turf.

D. Equestrian Center - General Turf.



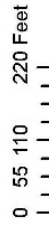
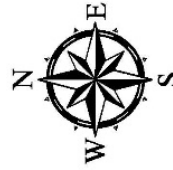


**Windward Soccer
Field (#15)**

Maintenance Areas

**15. ~1 Acre of General
Turf**

**15A. ~ 1.5 Acres Soccer
Field - Bermuda**



APPENDIX G: PARK LANDSCAPE MAINTENANCE PRICING

Map Location	Park Name	Annual Cost
1	Alpharetta Arts Center	\$
2	Alpharetta Crabapple Government Center	\$
3 - 3A	Cogburn Park	\$
4	Maddox Park	\$
5 - 5C	North Park	\$
6	Ole Milton Park	\$
7	Pocket Park @ Canton/Old Canton	\$
8	Pocket park @ Roswell St/Old Roswell St	\$
9	Rock Mill Park / Greenway Trail	\$
10	Silos Park	\$
11	Union Hill Park	\$
12 - 12B	Webb Bridge Park	\$
13	Westside Park	\$
14 - 14D	Wills Park	\$
15 - 15A	Windward Soccer Park	\$
Total annual cost for maintenance of all Park areas above per specifications		\$
Additional Services		
Cost per bale for providing and installing pine straw		\$
Cost per bale for providing and installing wheat straw		\$
Cost per cubic yard for providing and installing dark brown hardwood mulch		\$
Cost per flat for providing and installing annuals (18 count tray)		\$
Cost per acre for lawn and maintenance for any additional properties that the City could acquire		\$

Award will consider price, but price will not be the sole, determining factor.

Instructions for submitting Cost Proposal: One (1) Hard Original copy marked "Original" with original signatures shall be submitted in a separate, sealed opaque envelope within the sealed proposal package. See *Section 3.0, #7 Cost Proposal and Proposal Price Certification* for complete submittal directions.

Proposal Price Certification

In compliance with Section 3 Scope of Project/Specifications, the undersigned offers and agrees that if this Proposal is accepted by the City Council within one hundred twenty (120) days of the date of RFP Response (Proposal) Due Date/Time, that the undersigned will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

COMPANY _____

ADDRESS _____

AUTHORIZED SIGNATURE(S) _____

PRINT / TYPE NAME(S) AND TITLE(S) _____

CONTACT INFO: PHONE NUMBER _____

CONTACT INFO: E-MAIL ADDRESS _____

**CITY OF ALPHARETTA
ADDENDUM # 1**



Finance Department
2nd Floor
2 Park Plaza
Alpharetta, GA 30009
P: (678) 297-6052
F: (678) 297-6093
purchasing@alpharetta.ga.us

ADDENDUM POSTING DATE: DECEMBER 9, 2016

PROJECT: LANDSCAPE MAINTENANCE OF CITY PARKS AND ATHLETIC FIELDS

RFP #: 17-105

RFP ISSUE DATE: NOVEMBER 22, 2016

RFP DUE DATE/TIME: DECEMBER 20, 2016; 2:00 PM

TO ALL OFFERORS:

The attached information is made part of the RFP. The purpose of this addendum is to provide answers to questions posed by potential offerors, additional information, and/or revised information or documents. In the event of a conflict between previously released information and the information contained herein, the latter shall control.

A signed acknowledgment of this addendum (this page) must be attached to your RFP response. Please see Addendum information beginning on the next page.

A signature on this addendum does not constitute your signature on the original RFP document. A signature on this page acknowledges receipt of this addendum. The original RFP response must also be signed in the proper places.

Firm Name

Firm Address

Signature of Person Authorized to Bind this Firm

Date

Typed or Printed Name and Title

Phone Number and E-mail Address

The RFP documents are hereby modified in the following respects:

1. RFP Response Due Date/Time is now changed to December 20, 2016; 2:00 PM (same as due date/time for RFP 17-106).
2. APPENDIX D, GENERAL TURF CARE, 2. *Mowing and Related Maintenance-Warm Season Turf*, Add before noted point #1:

The following is a general reference for the expected turf/lawn care. Details vary for each location and are noted in Appendix E: Maintenance by Park Location matrix.

3. APPENDIX D, GENERAL TURF CARE, 3. *Mowing and Related Maintenance-Cool Season Turf*, Add before noted point #1:

The following is a general reference for the expected turf/lawn care. Details vary for each location and are noted in Appendix E: Maintenance by Park Location matrix.

4. The Alpharetta Art Center is currently in design phase with construction expected to begin early to mid-2017 and ending mid-2018. Until construction and landscape improvements are complete, this site will only receive basic service: mow, blow, and go. There will be minimal edging and bed maintenance prior to completion of improvements expected in mid-2018.
5. APPENDIX E: MAINTENANCE BY PARK LOCATION, matrix line 1, Alpharetta Arts Center shall be removed as noted in the RFP.
6. APPENDIX E: MAINTENANCE BY PARK LOCATION, matrix line 1, Alpharetta Arts Center: Add the following and shall now read for Alpharetta Arts Center maintenance prior to completion of site improvements:

Map location	Park Name/Description	Turf Type	Area Type	Estimated Acreage	Mowing Frequency	Mowing Height	Pre-Emergent	Fertilization	Dark Brown Hardwood Mulch / Pine Straw
1	Alpharetta Arts Center	General	Open		Weekly	2"			

7. Once the landscape design is known for the Alpharetta Art Center, City personnel will work with the contracted landscape firm to negotiate cost for maintenance of site improvements based on proposal pricing for Additional Services provided in APPENDIX G: PARK LANDSCAPE MAINTENANCE PRICING.

END ADDENDUM



CITY OF ALPHARETTA

RECORD OF RECEIPT of REQUEST for QUALIFICATIONS

This record serves to acknowledge the receipt of statements of qualification in response to a public offering by the City of Alpharetta. Information concerning the content of each response is not available for public viewing until the contract award is made by the City of Alpharetta Council.

RFQ #: 17-1005

Due Date: October 20, 2016

RFQ NAME: Park Landscape Maintenance Services

Due Time: 10:00 AM

	OFFEROR NAME (as noted on proposal package)	Date Received	Time Received	Other Notations
1	NGL & Erosion Control Group, LLC	10/19/2016	12:16 PM	
2	Tri Scapes	10/19/2016	4:01 PM	
3	Yellowstone	10/20/2016	9:36 AM	
4	Ruppert Landscape	10/20/2016	9:37 AM	
5	Ed Castro Landscape	10/20/2016	9:46 AM	
6	Ashford Gardeners, Inc.	10/20/2016	9:49 AM	
7	Russell Landscape	10/20/2016	9:56 AM	
8				
9				
10				
11				
12				
13				
14				

**CITY OF ALPHARETTA
REQUEST FOR QUALIFICATIONS (RFQ)
(THIS IS NOT AN ORDER)**



Finance Department
2 Park Plaza
Alpharetta, GA 30009
P: (678) 297-6052
F: (678) 297-6093
purchasing@alpharetta.ga.us

RFQ TITLE: PARK LANDSCAPE MAINTENANCE SERVICES
RFQ #: 17-1005
RFQ RESPONSE DUE DATE/TIME: OCTOBER 20, 2016; 10:00 AM
RFQ ISSUE DATE: SEPTEMBER 22, 2016
NUMBER OF PAGES: 29

CONTACT INFORMATION

Procurement Agent and RFQ Contact: Debora Westbrook

City of Alpharetta
Finance Department
Budget & Procurement Team
2 Park Plaza
Alpharetta, GA 30009

Phone: 678-297-6052
FAX: 678-297-6093
Email: purchasing@alpharetta.ga.us
Website: <https://www.ebidexchange.com/alpharetta>

INSTRUCTIONS TO CONTRACTORS CITY HALL HOURS OF OPERATION FOR RECEIPT OF DELIVERIES: MON-THURS 8:30 AM – 5:00 PM;
FRI 8:30 AM – 4:30 PM

RETURN SEALED QUALIFICATIONS TO:

CITY OF ALPHARETTA
FINANCE DEPARTMENT
CITY HALL 1ST FLOOR GREETER STATION
2 PARK PLAZA
ALPHARETTA, GA 30009
ATTN: DEBORA WESTBROOK

EXTERIOR OF SEALED ENVELOPE/PACKAGE MUST NOTE:

Offeror's Name and Address
RFQ Title & Number as noted on top of this page
RFQ Due Date & Time as noted on top of this page
(or as may be changed by Official Written Addendum)

SPECIAL INSTRUCTIONS:

THIS PAGE MUST BE COMPETED, SIGNED, AND RETURNED WITH EACH RESPONSE

By signing and returning this form with a Statement of Qualifications, the authorized signer and represented firm have read, understand, and agree to information within this Request for Qualifications:

Firm/Contractor Name: _____
Firm/Contractor Mailing Address: _____
Firm/Contractor Phone Number(s): _____
Firm/Contractor FAX Number(s): _____
Email Address for Contractor's Contact: _____
Authorized Contractor Signature: _____
Printed Name of Signer: _____
Contractor Federal I.D. Number: _____
Contractor DUNS Number: _____

TABLE OF CONTENTS

TABLE OF CONTENTS	2
SCHEDULE OF EVENTS	4
SECTION 1: RFQ INSTRUCTIONS	5
1.0 SINGLE POINT OF CONTACT	5
1.1 OVERVIEW OF THE RFQ PROCESS	5
1.2 REQUIRED REVIEW	5
1.2.1 <i>Definitions of Certain Terms</i>	5
1.2.2 <i>Review RFQ</i>	5
1.2.3 <i>Addenda</i>	6
1.2.4 <i>Form of Questions</i>	6
1.2.5 <i>City's Answers</i>	6
1.3 (SECTION NOT USED)	6
1.4 SUBMITTING A SEALED STATEMENT OF QUALIFICATION (SOQ)	6
1.4.1 <i>Failure to Comply with Instructions</i>	6
1.4.2 <i>Standard Forms</i>	6
1.4.3 <i>Standard Contract</i>	7
1.4.4 <i>Offeror's Signature</i>	7
1.4.5 <i>Organization of Statements of Qualification</i>	7
1.4.6 <i>Late Submissions, Withdrawals, and Corrections</i>	7
1.5 COST OF PREPARING AN SOQ	7
1.5.1 <i>City Not Responsible for Preparation Costs</i>	7
1.5.2 <i>All Timely Submitted Materials Become City Property</i>	8
1.6 ACCESSING PROCUREMENT OPPORTUNITIES AND VENDOR REGISTRATION	8
1.6.1 <i>Accessing Procurement Opportunities Online:</i>	8
1.6.2 <i>Vendor Registration:</i>	8
1.7 ALPHARETTA VENDOR PREFERENCE (A.K.A. LOCAL VENDOR)	8
SECTION 2: RFQ RECEIPT AND EVALUATION PROCESS.....	9
2.0 AUTHORITY	9
2.1 RECEIPT OF SOQS AND PUBLIC INSPECTION	9
2.1.1 <i>Public Information</i>	9
2.1.2 <i>Procurement Agent's Review of SOQs</i>	9
2.2 CLASSIFICATION AND EVALUATION OF SOQS	10
2.2.1 <i>Initial Classification of SOQs as Responsive or Nonresponsive</i>	10
2.2.2 <i>Evaluation of SOQs</i>	10
2.2.3 <i>Completeness of SOQs</i>	10
2.2.4 <i>Opportunity for Interview</i>	10
2.2.5 <i>Evaluation Committee Recommendation for Award or Shortlisted Offeror List</i>	10
2.3 CITY'S RIGHTS RESERVED	10
SECTION 3: STATEMENT OF QUALIFICATION (SOQ)	11
3.0 ORGANIZATION OF SOQ	11
3.1 SOQ COPIES REQUIRED; DEADLINE FOR RECEIPT:	12
3.2 CITY'S RIGHT TO INVESTIGATE	12
3.3 CITY'S INTENT	12
3.3.1 <i>Service Areas</i>	13
3.4 QUALIFICATION REQUIREMENTS	13

3.4.1	Select one or more Service Area(s) for qualification:	14
3.4.2	Business Profile	14
3.4.3	References.....	14
3.4.4	Resumes and Experience.....	14
SECTION 4: EVALUATION CRITERIA		15
4.0	EVALUATION CRITERIA.....	15
SECTION 5: TERMS AND CONDITIONS.....		16
5.1	ADDITIONAL CONTRACT PROVISIONS AND TERMS	16
5.2	PERFORMANCE PRIOR TO CONTRACT EXECUTION	16
5.3	CONTRACT TERM	16
5.4	SUBCONTRACTORS AND SUB-SUBCONTRACTORS.....	16
5.5	GENERAL INSURANCE REQUIREMENTS	17
5.6	INDEPENDENT CONTRACTOR.....	17
5.7	COMPLIANCE WITH ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT	18
	<i>E-Verify Program</i>	18
5.8	COMPLIANCE WITH LAWS	19
5.9	TITLE VI OF THE CIVIL RIGHTS ACT OF 1964.....	19
5.10	CONTRACT TERMINATION.....	19
APPENDIX A: STANDARD FORMS.....		20
	CITY OF ALPHARETTA DISCLOSURE FORM AND CERTIFICATE OF NON-COLLUSION.....	21
	AFFIDAVIT VERIFYING CONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM (E-VERIFY/I-9)	22
	REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION	23
	AFFIDAVIT VERIFYING SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM (E-VERIFY/I-9)	24
	AFFIDAVIT VERIFYING SUB-SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM (E-VERIFY/I-9)	25
	LOCAL VENDOR CERTIFICATION FORM	26
	NOTICE OF "NO BID" FORM	27
APPENDIX B: DEFINITIONS OF CERTAIN TERMS		28

SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE</u>
RFQ Issue Date	September 22, 2016
Deadline for Receipt of Written Questions.....	October 11, 2016; 4:00 PM
Deadline for Posting of Written Answers to City Website	October 13, 2016; 4:00 PM
RFQ Response Due Date/Time	October 20, 2016; 10:00 AM

CITY HALL HOURS OF OPERATION FOR RECEIPT OF DELIVERIES:

Monday – Thursday 8:30 AM – 5:00 PM;
Friday 8:30 AM – 4:30 PM

(All time references in this document are understood as local, Eastern Time for our City, Alpharetta, GA.)

SECTION 1: RFQ INSTRUCTIONS

1.0 Single Point of Contact

- Offerors are not allowed to communicate with any City staff or elected officials regarding this procurement, except at the direction of the Procurement Agent in charge of this solicitation as designated by the Procurement Officer.
- Any unauthorized contact may disqualify the Offeror from further consideration.
- Contact information for the single point of contact is as follows:

Procurement Agent: Debora Westbrook
Address: City of Alpharetta
Finance Department
Budget & Procurement Team
2 Park Plaza
Alpharetta, GA 30009
Telephone Number: 678-297-6052
Fax Number: 678-297-6093
E-mail Address: purchasing@alpharetta.ga.us

1.1 Overview of the RFQ Process

The Request for Qualifications (RFQ) is a pre-qualification process. The objective of the RFQ is to identify one or more responsible Offerors who meet the City's minimum standards of business competence, reputation, financial ability, and product/service quality based on the qualification requirements in this RFQ to provide the goods and/or services outlined herein. This RFQ process will be conducted to gather and evaluate Statements of Qualifications (SOQ) from Offerors. All Qualified Contractors are invited to participate by submitting an SOQ, as further defined within this RFQ. SOQs received prior to the due date and time of this RFQ will be evaluated. The Qualified Contractor(s) may be invited to then participate in a Request for Proposals (RFP) or Invitation to Bid (ITB). The intent of the RFQ (and any potential RFP or ITB) is to present an award recommendation to the City Council to contract with one or more Qualified Contractors. Only these Qualified Contractors will be eligible to participate for the identified goods/services during the term of any awarded contract(s).

An RFQ usually does not result directly in a Contract Award. An RFQ may be Step 1 of a two-step process followed by an RFP or ITB to be issued only to Offerors that are determined during evaluation of RFQ responses to be Qualified Contractors.

1.2 Required Review

1.2.1 Definitions of Certain Terms: Appendix B of this document contains definitions to a list of procurement terms that may be used in the RFQ and procurement process. Offerors are encouraged to review these terms for intent and meaning used throughout the RFQ and contracting process.

The City also offers a Vendor Guide containing information about doing business with our City. Among other information, the Guide contains definitions to terms used in the procurement processes along with the basic steps within each process. The Guide can be found online at <https://www.ebidexchange.com/alpharetta>.

1.2.2 Review RFQ: Offerors should carefully review this RFQ in its entirety including all instructions, requirements, specifications, and terms/conditions and promptly notify the Procurement Agent, identified above, in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error, which may be discovered upon examination of this RFQ.

1.2.3 Addenda: The City may revise this RFQ by issuing an addendum prior to its Due Date and Time. The addendum will be posted on the City's website alongside the posting of the RFQ at <https://www.ebidexchange.com/alpharetta>.

- Any publicly issued addendum will become part of the RFQ documents and subsequent contract.
- Offerors must sign and return any addendum acknowledgement page with their SOQ.
- Failure to submit SOQ in accordance with an addendum may be cause for rejection.
- In unusual circumstances, the City may postpone an opening/due date and time in order to notify vendors of an addendum and to give Offerors sufficient time to respond to the addendum.
- It is the Offeror's responsibility to review the Schedule of Events and the web page for additional documents and/or addenda issued for this project.

1.2.4 Form of Questions: Offerors with questions, requiring clarification, or interpretation of any section within this RFQ must address these questions in writing using the question tab and entry field found within the solicitation posting at <https://www.ebidexchange.com/alpharetta>. Registration and login is required to view documents, ask questions, and view the City's responses.

- Questions must be received by the City on or before **4:00 PM; October 11, 2016**
- Each question shall be entered separately.
- Each question must provide clear reference to the section, page, and item in question.

Questions received after the deadline may not be considered.

1.2.5 City's Answers: The City will provide official written answers to all written questions received on or before Question Deadline noted above in *Section 1.2.4*.

- Answers to questions for clarification can be found within the question tab found within the solicitation posting at <https://www.ebidexchange.com/alpharetta>. Registration and login is required to view documents, ask questions, and view the City's responses.
- All questions will be answered either within the question tab for the solicitation or in an officially posted addendum by or before **4:00 PM; October 13, 2016**
- Any material changes to the RFQ, including changes to the Requirements, Calendar of Events, etc., will be formally communicated through an addendum that will be added to the solicitation posting, which can be found at <https://www.ebidexchange.com/alpharetta>.
- Offerors must sign and return any addendum acknowledgement page with their SOQ (see Section 1.2.3).
- Any other form of interpretation, correction, or change to this RFQ will not be binding upon the City.

1.3 (section not used)

1.4 Submitting a Sealed Statement of Qualification (SOQ)

1.4.1 Failure to Comply with Instructions: Offerors failing to comply with these instructions may be subject to ranking reductions. The City may also choose not to evaluate, may deem non-responsive, and/or may disqualify from further consideration any SOQs that do not follow this RFQ format, are difficult to understand, are difficult to read, or are missing any requested information.

1.4.2 Standard Forms: Offerors *must* respond to this RFQ by completing the standard forms set forth under *Appendix A*. The standard forms include legal requirements that must be met before the award process commenced. See Appendix A for further instructions.

1.4.3 Standard Contract: By submitting a response to this RFQ, Offerors agree to execute a contract substantially in the form as may either be provided in *Section 5 Terms and Conditions* of this RFQ or if absent, to be provided in any subsequent ITB/RFP. Contract execution will take place only upon contract award by the City Council.

1.4.4 Offeror's Signature:

- The first page of this RFQ and any other pages requiring signatures must be signed in ink by an individual authorized to legally bind the business submitting the SOQ and must be submitted with the Response.
- The Offeror's signature on an SOQ in response to this RFQ represents, warrants, and guarantees that the information is provided without collusion and without effort to preclude the City from obtaining the best possible supply or service.
- By signing and submitting an SOQ, Offeror acknowledges and agrees that the Offeror has carefully examined and fully understands the provisions and requirements of this RFQ; has made a personal examination of the Project site (if applicable); is satisfied as to the actual conditions, specifications/scope of work, and requirements; and hereby agrees that if the Offeror is shortlisted and then the Offeror's Proposal is accepted, Offeror will enter into a contract with the City and perform same in full conformance with the Contract Documents.
- Proof of authority of the person signing the SOQ must be furnished upon request.

1.4.5 Organization of Statements of Qualification: Each SOQ must be organized in the order set forth in Section 3 of this RFQ. Paper Original and Copy sections shall have tabs separating each section.

1.4.6 Late Submissions, Withdrawals, and Corrections:

Late SOQ: Regardless of cause, late SOQs will not be accepted and will automatically be disqualified from further consideration. It shall be the Offeror's sole risk to assure delivery to the receptionist's desk at the designated office by the designated time. Late SOQs will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested.

SOQ Withdrawal: An Offeror who has submitted an SOQ early and then requests to withdraw their SOQ prior to the RFQ due date and time may submit a letter to the Procurement Agent requesting to withdraw. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm.

An Offeror requesting to withdraw an SOQ after the RFQ due date and time will be required to submit a letter within two business days of the due date and time with documented facts supporting the reason for withdrawal. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm.

SOQ Correction: If an error is discovered prior to the RFQ due date and time, the Offeror may submit a corrected SOQ. The corrected SOQ should be clearly marked that it replaces the SOQ originally submitted.

If an obvious clerical error is discovered after the RFQ due date and time, the Offeror may submit a letter to the designated Procurement Agent within two business days of RFQ due date and time, requesting that the error be corrected. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. The Offeror must present clear and convincing evidence that an unintentional error was made. The Procurement Officer will review the correction request and a judgment will be made. Generally, modifications to opened SOQs for reasons other than obvious clerical errors are not permitted.

1.5 Cost of Preparing an SOQ

1.5.1 City Not Responsible for Preparation Costs: The costs for developing and delivering responses to this RFQ and any subsequent presentations of the SOQ as requested by the City are

entirely the responsibility of the Offeror. The City is not liable for any expense incurred by the Offeror in the preparation and presentation of their SOQ.

1.5.2 All Timely Submitted Materials Become City Property: All materials submitted, including those from awarded Offeror as well as those from unsuccessful Offerors, in response to this RFQ become the property of the City and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and Offeror resulting from this RFQ process.

1.6 Accessing Procurement Opportunities and Vendor Registration

1.6.1 Accessing Procurement Opportunities Online: Offerors interested in responding to this RFQ can locate all associated documents at <https://www.ebidexchange.com/alpharetta>. Registration and login at this eBid Systems site is required to view/download documents and view/ask questions.

1.6.2 Vendor Registration: Offerors may also register as a vendor with the City by going to www.alpharetta.ga.us, select the **Business** dropdown, and then choose **Vendors**. Web based registration is the method of registration used by the City for all transactions such as contracts, purchase orders, payments, etc. An Offeror may submit an SOQ without first entering vendor registration, but online registration is required of an awarded contractor.

1.7 Alpharetta Vendor Preference (a.k.a. Local Vendor)

It is the policy of the City to invest in the local community when appropriate through securing goods/services from local businesses at competitive pricing and terms. This is to encourage local businesses to compete for City Business for formal procurement with a contract value of \$50,000.01 to \$500,000.00.

To apply for the Alpharetta Vendor Preference the Vendor must meet the following requirements:

- Has a permanent place of business with full-time employee(s) within City limits for a minimum of six months prior to the issuance date of any formal solicitation to which said business is responding;
- The permanent place of business must distribute goods/services and cannot be a post office box or a residence;
- Has a valid business license from the City; and
- Is not delinquent on any taxes/fees owed to the City (e.g. property taxes, business license fees, etc.).

Vendors must complete the **Local Vendor Certification** form located in Appendix A, Standard Forms of this RFQ. Every Vendor seeking qualification for local preference must include the completed form and all required documentation noted on the form in the Vendor's response to this RFQ.

SECTION 2: RFQ RECEIPT AND EVALUATION PROCESS

2.0 Authority

This RFQ is issued under the authority of the City of Alpharetta Procurement Policy and applicable law. The City has the authority to reject any and all Bids and to waive technicalities and informalities as further set forth in Section 2.3.

2.1 Receipt of SOQs and Public Inspection

2.1.1 Public Information:

Upon receipt of all sealed Statement of Qualifications, only the name of each supplier and the date and time of receipt shall be recorded. No other information will be disclosed nor shall the SOQs be considered open record until after council award. All information received in response to this RFQ, including copyrighted material, is deemed public information, and will be made available for public viewing and copying shortly after the council award with the following five exceptions:

1. bona fide trade secrets that have been specifically identified, properly marked, separated, and documented and to which the Offeror has attached an affidavit declaring that such specific information constitutes a trade secret pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated, will not be disclosed; provided however, if the City determines that such specifically identified information does not in fact constitute a trade secret, the City will notify the Offeror of its intent to disclose such information prior to its initial disclosure as required by law;
2. matters involving individual safety, as determined by the City, may be withheld from disclosure;
3. any company financial information in the form of records containing tax matters or tax information that is confidential under state or federal law, which has been requested by the City to determine vendor responsibility, unless prior written consent has been given by the Offeror will not be disclosed;
4. any document or record, or portion thereof, containing information exempt from disclosure pursuant to O.C.G.A. § 50-18-70, et seq., may be withheld from disclosure as determined by the City; and
5. any other document or record, or portion thereof, mandated by law to be kept confidential, as determined by the City.

All open records requests must be presented in writing along with specific items requested. The Open Records Request form is available from the City's main website and requested through the City Clerk's office.

2.1.2 Procurement Agent's Review of SOQs: Upon opening the sealed SOQs received in response to this RFQ, the Procurement Agent in charge of the solicitation will review the SOQs and separate out any information that meets the referenced exceptions in *Section 2.1.1* above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the SOQ;
- SOQ does not contain confidential material in the cost/price section; and
- An affidavit from an Offeror's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each SOQ containing trade secrets.

Information separated out under this process will be available for review only by the Procurement Officer, Procurement Agent, the Evaluation Committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.2 Classification and Evaluation of SOQs

2.2.1 Initial Classification of SOQs as Responsive or Nonresponsive: All SOQs will initially be classified as either “responsive” or “nonresponsive”.

1. SOQs may be found nonresponsive any time during the evaluation process if:
 - any of the required information is not provided; or
 - the SOQ is not within the plans and specifications described and required in the RFQ.
 - SOQs found nonresponsive will not be considered further.
2. The Procurement Officer will determine whether an Offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process if information surfaces that would result in a determination of non-responsibility.
 - If an Offeror is found non-responsible, the determination must be in writing, made a part of the procurement file, and mailed to the affected Offeror.

2.2.2 Evaluation of SOQs: The Evaluation Committee will evaluate the remaining SOQs and recommend whether to award to the highest-ranking Offeror or add to the Approved list to participate in any subsequent RFP process; or if necessary, to seek additional information in order to determine the highest-ranking Offeror(s).

All responsive SOQs will be evaluated based on stated evaluation criteria (*Section 4*). These rankings will be used to determine the most advantageous offering(s) to the City.

2.2.3 Completeness of SOQs: Selection and award will be based on the Offeror's SOQ and other items outlined in this RFQ. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by Offerors outside the formal SOQ or additional information, if requested, will not be considered, will have no bearing on any award, and may result in the Offeror being disqualified from further consideration.

2.2.4 Opportunity for Interview: After receipt of all SOQs and prior to the determination of the award (or addition to Approved list for subsequent RFP process), the City may invite Offerors to an interview to clarify their RFQ response or to further define the SOQ. Offerors should be prepared to send qualified personnel to the City to discuss technical and contractual aspects of the SOQ. Interviews, if requested, shall be at the Offeror's expense.

2.2.5 Evaluation Committee Recommendation for Award or Shortlisted Offeror List: The Evaluation Committee will provide a written recommendation to council for any award. If it is determined to be necessary, the Evaluation Committee may develop and present a shortlist including the highest ranked Qualified Contractors to the Procurement Officer that contains the ranking and related supporting documentation for its decision. The Procurement Officer will review the recommendation to ensure its compliance with the RFQ process and criteria before concurring with the Evaluation Committee's recommendation.

Only the Offerors included in the shortlist may be invited to participate in any subsequent ITB/RFP or interviews for the good/service detailed herein. Contract award, if any, will be made through the ITB/RFP to the highest-ranking Bidder(s)/Offeror(s) who provides all required documents and successfully completes the contract negotiation process.

RFQ's may not result directly in a Contract Award. An RFQ may be Step 1 of a two-step process followed by a Request for Proposals (RFP) to be issued only to Offerors determined to be Qualified Contractors.

2.3 City's Rights Reserved

While the City has every intention to continue on to an eventual contract award as a result of subsequent ITB/RFP, issuance of the RFQ in no way constitutes a commitment by the City to award and execute a

contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

- cancel or terminate this request at any time. A notice of cancellation will be issued on the City's website. If the request is cancelled, the City will not reimburse any vendor for the preparation of their response. Responses may be returned, at Offeror's expense, upon request if unopened;
- reject any or all submissions received in response to this request;
- waive and/or amend any undesirable, inconsequential, or inconsistent provisions/ specifications of this RFQ which would not have significant impact on any submission;
- not award if it is in the best interest of the City not to proceed with contract execution;
- terminate any contract if the City determines adequate funds are not available.

SECTION 3: STATEMENT OF QUALIFICATION (SOQ)

3.0 Organization of SOQ

Each SOQ must be organized in the order set forth below. Paper Original and Copy sections shall have tabs separating each section. Each SOQ and Copies must be submitted in a sealed envelope/package. If a Cost Proposal is requested, it is to be within a separate sealed envelope within the sealed SOQ package.

Sealed SOQ envelope/package must be marked on the exterior with the following:

- Offeror's Name,
 - RFQ #,
 - RFQ Title, and
 - RFQ Response (SOQ) Due Date/Time.
1. Cover Page – Offeror's authorized official to complete, sign, and return with SOQ response;
 - a. By submitting a response to this RFQ, Offeror acknowledges and agrees that Offeror has carefully examined and fully understands the provisions and requirements of this RFQ, and hereby proposes and agrees that if Offeror's SOQ and subsequent proposal/bid are accepted, Offeror will contract with the City for this project/service.
 - b. Offerors should include a listing of any exceptions to *Sections 1, 2, and 5* (including subsections).
 2. Section 3, Statement of Qualifications – include all requested documents, information, exceptions, clarifications, etc.
 3. Appendix A, Standard Forms – Complete each of the following as directed on each form, sign, and return with SOQ response:
 - a. Disclosure Form – complete, sign, and return with SOQ response;
 - b. E-Verify, Affidavit Verifying Compliance with Illegal Immigration Reform and Enforcement Act, Contractor Affidavit only to be returned with SOQ;
 - c. W-9, Request for Taxpayer Identification Number and Certification;
 4. Additional Appendices (ONLY if applicable) – include all requested documents and information
 5. Addenda – if any addenda are formally issued by the City, Offeror must complete, sign, and return Page 1 Addendum Acknowledgement with SOQ acknowledging receipt and adherence to any changes in the RFQ.

3.1 SOQ Copies Required; Deadline for Receipt:

1. Each SOQ must be received in sealed, opaque packaging.
2. SOQs must be at the location noted below prior to the RFQ Response (SOQ) Due Date/Time **10:00 AM (EDT), on October 20, 2016**. Each RFQ response received must be delivered to this location and Time/Date stamped upon delivery.

City of Alpharetta
City Hall 1st Floor Greeter Station
2 Park Plaza
Alpharetta, GA 30009
Attn: Debora Westbrook

3. Faxed or e-mailed responses to the RFQ are NOT accepted and will not be reviewed.
4. Offerors must submit the following number of SOQ copies to the address set forth on the Cover Page:
 - A. **One (1) Hard Copy Unbound** (3-ring binder OK), marked "Original" with original signatures;
 - B. **Four (4) Hard Copies Unbound** (3-ring binder OK), marked "Copy";
 - C. **One (1) CD-ROM or Flash Drive copy.**
 - a. Mark all CD's or Flash Drives with Offeror's name and RFQ name and number.
 - b. All digital files must be in either:
 - i. Microsoft Office file format or
 - ii. Portable Document Format (PDF).
 - c. Use caution in creating the electronic files. If the City is unable to open files due to data-corruption, the Offeror's SOQ may be considered incomplete.
 - d. **NOTE:** All digital copies must include exactly the same information as provided in the hard copy "Original".

3.2 City's Right to Investigate

The City may make such investigations as deemed necessary to determine the ability of the Offeror to provide the supplies and/or perform the services specified.

3.3 City's Intent

The City is requesting qualifications from firms interested in one or more of the following Recreation and Parks maintenance contracts.

- The intent is to ultimately issue three separate Invitations to Bid (ITB) or Requests for Proposals (RFP), one for each service area listed herein.
- Firms responding to this RFQ must clearly note each service area the firm intends to pursue. A firm may wish to qualify for one or more of the service areas.
- Qualification requirements must clearly substantiate a firm's ability to perform required services in each selected service area.
- Only firms that have been shortlisted through this RFQ process will be eligible to receive any of the three subsequent ITB/RFP.

3.3.1 Service Areas:

The following information is provided as an example of the level of service and maintenance required for each Service Area. More detailed information including locations will be provided in the subsequent Invitations to Bid or Requests for Proposals.

1. Parks Landscape Maintenance:

- a. Maintenance of Athletic Fields, including proper mowing, mechanical trimming, aeration, chemical application, top dressing, etc.
- b. Maintenance of other turf areas and adjacent sidewalk and path areas, including proper mowing, mechanical trimming, aeration, chemical application, top dressing, etc.
- c. Maintenance of Greenway
- d. Streetscapes bordering Parks, including proper mowing, mechanical trimming, aeration, chemical application, top dressing, etc.
- e. Playgrounds
- f. Straw and mulch beds
- g. Seasonal ornamental planting as needed, weeding, edging, mulching, pruning, fertilizing
- h. Care of perennials, shrubs, vines, trees

2. Turf Lawn, Horticultural, and Streetscape Maintenance of City Center and Surrounding Area: Intended maintenance standard consistent with Corporate Campus/Class A office development

- a. Maintenance of turf areas and adjacent sidewalk and path areas, including proper mowing, mechanical trimming, aeration, fertilizing, top dressing, etc.
- b. Streetscapes bordering and adjacent to Parks, including proper mowing, mechanical trimming, aeration, chemical application, top dressing, etc.
- c. Straw and mulch beds
- d. Seasonal ornamental planting as needed, weeding, edging, mulching, pruning, fertilizing
- e. Care of perennials, shrubs, vines, trees

3. Maintenance of Containers, Vessels, Urns, and Pots:

- a. Seasonal ornamental plantings
- b. Watering, daily as needed per seasonal requirements
- c. Chemical application
- d. Mulch
- e. Dead-heading and trash removal

3.4 Qualification Requirements

In determining the capabilities of an Offeror to perform the services specified herein, the following informational requirements must be met by the Offeror. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be brief and relevant to the goals of this project.

This portion of the SOQ shall be limited to a maximum length of six (6) single sided, letter-sized pages. Font size shall be restricted to 10 point or larger. Excessive information will not be considered favorably.

Each SOQ shall provide the following information:

3.4.1 Select one or more Service Area(s) for qualification:

- Include a cover page which has all three of the service areas in order and as presented.
- Check box or boxes for each service area of interest for qualification.
- See section 3.3 for more information concerning the three service areas.

1. ☐ Parks Landscape Maintenance
2. ☐ Turf Lawn, Horticultural, and Streetscape Maintenance of City Center and Surrounding Area
3. ☐ Maintenance of Containers, Vessels, Urns, and Pots

3.4.2 Business Profile:

Using the same cover page as in Section 3.4.1, Offeror shall specify how long the individual/company submitting the SOQ has been in the business of providing services similar to those requested in this RFQ. At a minimum, provide the following:

- A brief business profile.
- Location including physical address of office that will manage this contract, if awarded.
- Name, telephone number, and email address of the contractor's designated contact for this RFQ.

3.4.3 References:

1. Offeror shall provide a minimum of **three (3)** references for each of the service area(s) selected as requested in this Section 3.4.1.
2. The references may include any government agency or similar entity where the Offeror, preferably within the last **three (3)** years, has successfully completed each selected service.
3. At a minimum, the Offeror shall provide
 - the company name,
 - the location where the services were provided,
 - contact person(s),
 - customer's telephone number,
 - a complete description of the service type and dates the services were provided.

These references may be contacted to verify Offeror's ability to perform the services requested. The City reserves the right to use any information or additional references deemed necessary to establish the ability of the Offeror to perform the conditions of this request. Negative references may be grounds for SOQ disqualification.

3.4.4 Resumes and Experience:

Offeror shall provide:

- A brief summary of qualifications and experience on similar projects for the proposed Project Manager and for all key personnel who will be involved with any aspect of the Work.
- The duration of employment with the company must also be indicated for these individuals.

SECTION 4: EVALUATION CRITERIA

4.0 Evaluation Criteria

All SOQs received will be reviewed by the Procurement Agent to ensure that all administrative requirements of the RFQ package have been met, such as all documents requiring a signature have been signed and submitted. Failure to meet these requirements may be cause for rejection. Only responsive SOQs will be given to Evaluation Committee for further review.

The Evaluation Committee will evaluate the remaining SOQs and determine a ranking based on the information provided in *Section 3* of this RFQ. SOQs will be evaluated based on stated evaluation criteria. In ranking against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFQ responses in terms of differing quality and contractual factors. These rankings will be used to determine the most advantageous offering to the City.

Any SOQ that fails to achieve a passing ranking for any part/section for which a passing ranking is indicated will be eliminated from further consideration.

After completing the initial ranking, the Evaluation Committee may either create a shortlist made up of a grouping of the highest-ranking Offerors to proceed to the RFP process; invite Offerors to an interview to clarify their RFQ response or to further define the SOQ; or may determine to present an award recommendation to Council to the highest-ranking Offeror(s). In the event of a shortlist or the need for interviews, Offerors may be asked to arrange a site visit; may be invited for a presentation or interview; or may be asked to supply additional information for evaluation.

Alpharetta Vendor Preference (a.k.a. Local Vendor) – Evaluation Preference: Alpharetta Vendor preference of three percent (3.00%), or equivalent unit of measure, shall be provided as an evaluation criterion to any approved Alpharetta Vendor's proposal.

Experience of the firm, specific experience with similar contracts, number of years in business	50%
Location of the firm	7%
Experience of Project Manager with similar contracts; duration of employment with the company	20%
Professional references of present or prior entities for which the Contractor has performed similar services	20%
Alpharetta Vendor Preference	3%
Total Evaluation	100%

SECTION 5: TERMS AND CONDITIONS

Contract Terms and Conditions refer to the outcome but an RFQ does not necessarily result directly in a Contract Award. An RFQ may be Step 1 of a two-step process followed by an ITB or RFP to be issued only to shortlisted Offerors determined through SOQ evaluation to be Qualified Offerors.

The City's standard terms and conditions, which will be incorporated into the Contract, will be fully set forth in the subsequent ITB or RFP. The sections offered below are relevant to required information within the RFQ process. Offerors should notify the City of any Terms and Conditions that either preclude them from responding to this RFQ or add unnecessary cost. This notification must be made by the deadline for receipt of written/e-mailed questions or with the Offeror's SOQ. Any requests for material, substantive, important exceptions to the Terms and Conditions will be addressed by formal written addendum issued by the designated Procurement Agent. The City reserves the right to address any non-material, minor, and/or insubstantial exceptions to the Terms and Conditions.

5.1 Additional Contract Provisions and Terms

This RFQ, including all documents and appendices attached hereto, referenced herein and/or incorporated herein, and any addenda hereto, and the awarded Offeror's SOQ, including any amendments thereto, will be incorporated into the Contract resulting from this RFQ or any subsequent ITB/RFP (as previously set forth, all of such documents are collectively referred to as the "Contract Documents"). The Terms and Conditions do not define the total extent of the contract language that may be negotiated. In the event of a dispute as to the duties and responsibilities of the parties under any resulting contract, the contract, along with any attachments prepared by the City, will govern in the same order of precedence as listed in the contract.

5.2 Performance Prior to Contract Execution

The Qualified Offeror shall not begin performance of the project prior to the execution of a formal written contract by the City and the Offeror. Any Offeror beginning performance prior to the execution of the contract shall be deemed to be proceeding at the Offeror's risk, and shall not be entitled to any compensation for such performance. In addition, the City reserves the right to withdraw or cancel the award.

5.3 Contract Term

The Contract is for a term of five (5) years commencing [to be determined], and terminating [to be determined], as further provided for in the Contract and in accordance with O.C.G.A. § 36-60-13.

The Contract price(s) and/or rates for the above-stated contract term will remain as offered in the Contractor's Cost Proposal and accepted/awarded by the City Council. Any contract extension beyond the above-stated contract term shall be based on the same terms and conditions as the original term with the exception of the price(s) or rates. The price(s) or rates for any extended term are guaranteed for a minimum of twelve (12) months. Any increase (or decrease) in prices or rates after the above-stated term, which includes any renewal term(s), shall be limited to three percent (3%) or the Consumer Price Index (US City Average – All Items; most recent month) factor, whichever is the lesser.

For any automatic renewal of the contract required pursuant to O.C.G.A. § 36-60-13, notice of intent to not renew will be given to the Contractor in writing by the City, no less than thirty (30) days before the expiration date of the initial term of the contract.

5.4 Subcontractors and Sub-subcontractors

The highest-ranking Offeror will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors and sub-subcontractors. All subcontractors and sub-subcontractors, if any, must be listed in the SOQ. The City reserves the right to approve all subcontractors and sub-subcontractors. The Offeror shall be responsible to the City for the negligent acts and negligent omissions of all subcontractors and sub-subcontractors or agents and of persons directly or indirectly employed by such subcontractors and sub-subcontractors, and for the acts and omissions of persons employed directly by the Offeror. Further, nothing contained within this document or any contract

documents created as a result of any contract award derived from this RFQ shall create any contractual relationships between any subcontractor and the City.

5.5 General Insurance Requirements

The following is informational for this (ITB or RFP or RFQ). Upon Council approval, the awarded Contractor shall provide the City with a Certificate of Insurance to the address listed under Section 1.0 indicating the existence of the policies prior to the beginning of the contract work or term. Thereafter, a renewal certificate shall be delivered to the City at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to the City as to form or substance, or any of the carriers issuing such policies shall be or become unsatisfactory to the City, the Contractor shall deliver to the City representative upon demand a certified copy of any policy required herein for review. The Certificates of Insurance shall state that the City of Alpharetta is additionally insured.

- **Workers Compensation:** Workers Compensation \$500,000 per accident per employee with waiver of subrogation. Required documentation includes certificate from insurance company showing issuance of workmen's compensation coverage for the State of Georgia.
- **Comprehensive General Liability Insurance:**

Commercial General Liability	\$1,000,000 each occurrence
	\$1,000,000 aggregate
- **Comprehensive Auto Liability Insurance:**

Bodily Injury Liability	\$1,000,000 each occurrence
Property Damage Liability	\$ 100,000 each occurrence
- **Excess Umbrella Liability:**

Combined Single Limit Bodily Injury and / or Property Damage	\$1,000,000 each occurrence
	\$1,000,000 aggregate

Insurance; Indemnification. The awarded Offeror shall maintain the types and amounts of insurance set forth as from time to time reasonably shall be requested by the City. The awarded Offeror shall provide proof of such insurance to the City at the same time as the execution of any resulting Contract and/or purchase order, and as and when requested by the City during the term hereof. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied. The awarded Offeror shall indemnify and hold the City harmless from all claims, demands, losses, attorneys' fees and liabilities of any type or nature arising out of or related to the Offeror's, or Offeror's agents', employees' or subcontractors', negligent performance or non-performance of any resulting Contract and/or purchase order, including, but not limited to, claims for injury to person or property; provided, however, that this indemnification obligation shall not apply to claims arising from the sole negligence of the City or its employees. Nothing in this paragraph or any resulting Contract and/or purchase order shall be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third party beneficiaries.

5.6 Independent Contractor

The Offeror shall at all times be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture, or partner of the City. The Offeror shall have no authority to contract for or bind City in any manner. Neither the Offeror nor its employees are employees of the City. The Offeror shall have and maintain the responsibility for and control of the rendition of the Work (including, the services performed) under the Contract, the discipline of its employees, and other matters incident to the performance of the Work (services, duties, and responsibilities as described and contemplated in the Contract). The Offeror is required to supply the City with proof of compliance with the Workers' Compensation Act while performing work for the City. Proof of compliance must be received at the address listed under Section 1.0 with the original Bid.

5.7 Compliance with Illegal Immigration Reform and Enforcement Act

E-Verify Program:

The City of Alpharetta is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City shall not enter into a contract for the physical performance of services unless the contractor registers and participates in a federal work authorization program (E-Verify). Bidders/Offerors should include a fully executed E-Verify affidavit as part of their ITB/RFP/RFQ submission.

Requirement to Participate in a Federal Work Authorization Program (E-Verify):

- (1) Pursuant to O.C.G.A. § 13-10-91:
 - a. Public employers shall not enter into any contract for the physical performance of services within the State of Georgia unless the contractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;
 - b. Subcontractors shall not enter into any contract with a contractor for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and
 - c. Sub-subcontractors shall not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.
- (2) As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify"
<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES> operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at that website address.

Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

- (1) Public employers who enter into a contract for the physical performance of services within the State of Georgia shall include in such contract a provision stating that compliance with the requirements of O.C.G.A. § 13-10-91 are conditions of the contract.
- (2) Pursuant to O.C.G.A. §13-10-91, public employers shall include in all covered contracts a provision stating the contractor's agreement that, in the event the contractor employs or contracts with a subcontractor in connection with the covered contract, the contractor will secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. 13-10-91 by the subcontractor's execution of the subcontractor affidavit and maintain records of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of the contractor/subcontractor agreement.
- (3) Pursuant to O.C.G.A. §13-10-91, public employers shall include in all covered contracts a provision stating the contractor's agreement that, in the event the contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. 13-10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit and maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit shall become a part of the subcontractor/sub-subcontractor agreement.
- (4) All portions of contracts pertaining to compliance with O.C.G.A. 13-10-91 and these rules, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

Forms necessary to ensure compliance with this section are included under **Appendix A** and must be received at the address listed under **Section 1.0** prior to execution of any purchase order or contract.

5.8 Compliance with Laws

The Contractor shall, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. The Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

5.9 Title VI of the Civil Rights Act of 1964

The City of Alpharetta hereby gives public notice that it is the policy of the City to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. It is our policy that no person in the United States of America shall, on the grounds of race, color, national origin, sex, age, or disability be excluded from the participation in, be denied the benefits of or be otherwise subjected to discrimination under any of our programs or activities.

Any person who believes they have been subjected to unlawful discriminatory practice under Title VI has a right to file a formal complaint. Any such complaint must be filed in writing or in person with the City of Alpharetta's, Title VI Compliance Officer, within one hundred-eighty (180) days following the date of the alleged discriminatory action. Title VI Discrimination Complaint Forms may be obtained from the Title VI Compliance Officer by calling (678-297-6014) or emailing jdrinkard@alpharetta.ga.us.

5.10 Contract Termination

The City may, by written notice to the Contractor, terminate any resulting contract without cause. The City must give notice of termination to the Contractor at least 14 days prior to the effective date of termination.

APPENDIX A: STANDARD FORMS

This section contains the forms necessary to ensure compliance with various laws as described within this RFQ.

Instructions for Submitting Required Standard Forms

One completed original of each of the first three forms listed below is to be returned within the sealed Original SOQ package. It is not required to include forms in SOQ Copies.

- **Forms Required to be Returned With Every SOQ Submitted:**
 1. City of Alpharetta Disclosure Form and Certificate of Non-Collusion
 2. Affidavit Verifying Contractor Participation in Federal Work Authorization Program (E-Verify/I-9)
 3. Request for Taxpayer Identification Number and Certification (W-9)
- **Forms to be held completed and on file by Offerors/Contractors** and available to City for review upon request:
 4. Affidavit Verifying Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9) *(if using subcontractor(s) – Prime Contractor to retain on file)*
 5. Affidavit Verifying Sub-Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9) *(if using sub-subcontractor(s) – Prime Contractor to retain on file)*
- **Optional Forms**
 6. Local Vendor Certification Form
 7. Only return the Notice of 'No Bid' if relevant.

City of Alpharetta Disclosure Form and Certificate of Non-Collusion



DISCLOSURE FORM and CERTIFICATE OF NON-COLLUSION

Offeror must disclose any possible conflict of interest with any City of Alpharetta (City) elected official and/or employee and if a known relationship exists between any principal or employee of your corporation, firm, team, organization, or person and any City elected official and/or employee. Relationship may consist of financial, personal, or family relations or may be in the form of campaign contributions to elected officials.

If, to your knowledge, no relationship exists, this shall be stated in your response. Failure to disclose such a relationship (or lack thereof) may result in response being declared non-responsive and will not be considered further. If already awarded, may result in cancellation of a purchase and/or contract as a result of your response.

Check one of the following, as it applies to your firm and this request. Use additional forms if needed:

- ☐ **No known relationship exists.** *If this box checked, skip to signature and firm information at bottom of form.*
- ☐ **Relationship does exist.** *If this box checked, include the name and position of the City Official to whom a campaign contribution was made or official/employee relationship. Use a separate form for each official to whom a contribution has been made within the past two (2) years or for additional official/employee relationships.*

Elected Official name and position:	
Amount/Value of Contribution:	
Date and description of Contribution:	
List other Relationship Type and name of City Employee/Official:	

By signing this form, I certify that:

- As an officer of this firm, or per the attached letter of authorization, I am duly authorized to certify the information provided herein is accurate and true; and my firm shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.
- That the firm's response is made without prior understanding, agreement, or connection with any corporation, firm, team, organization, or person submitting a response for the same materials, supplies, equipment, opportunity, or services and is in all respects fair and without collusion or fraud. My firm understands and agrees that bid/proposal collusion is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
- That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect. O.C.G.A. 45-10-20 through 45-10-28 provide that it is unlawful for a state [City] employee to transact business with the agency by which that person is employed for himself, on behalf of a business in which the employee or his/her spouse or dependents has a substantial interest, or on behalf of anyone as agent, broker, dealer, or representative. Transacting business in defined as selling real property, personal property, or services, or purchasing surplus real or personal property.

Firm's Full Legal Name:
(PLEASE TYPE OR PRINT)

Authorized Signature:

Printed Name and Title of Person
Signing:

Date:

Firm's Address:

Contact's Email Address:

**This form must be completed in its entirety, signed by the firm's authorized signer and returned with your response in order for the response to be eligible for consideration.*

Affidavit Verifying Contractor Participation in Federal Work Authorization Program (E-Verify/I-9)



AFFIDAVIT VERIFYING CONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

GEORGIA

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization (E-Verify) User Identification Number

Date of Authorization

Name of Contractor

Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

Request for Taxpayer Identification Number and Certification

Form (Rev. December 2014) Department of the Treasury Internal Revenue Service	W-9 Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.						
Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.							
	2 Business name/disregarded entity name, if different from above							
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶ _____							
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)							
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)						
	6 City, state, and ZIP code							
	7 List account number(s) here (optional)							
Part I Taxpayer Identification Number (TIN)								
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter. <table style="width: 100%; border-collapse: collapse;"><tr><td style="width: 60%; border-bottom: 1px solid black;"></td><td style="width: 40%; border-bottom: 1px solid black; text-align: center; font-size: x-small;">Social security number</td></tr><tr><td style="border-bottom: 1px solid black;"></td><td style="border-bottom: 1px solid black; text-align: center; font-size: x-small;">or</td></tr><tr><td style="border-bottom: 1px solid black;"></td><td style="border-bottom: 1px solid black; text-align: center; font-size: x-small;">Employer identification number</td></tr></table>				Social security number		or		Employer identification number
	Social security number							
	or							
	Employer identification number							
Part II Certification								
Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.								
Sign Here	Signature of U.S. person ▶	Date ▶						
General Instructions								
Section references are to the Internal Revenue Code unless otherwise noted. Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9. Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: • Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1096 (home mortgage interest), 1096-E (student loan interest), 1096-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.</i> By signing the filled-out form, you: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued). 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See <i>What is FATCA reporting?</i> on page 2 for further information.								
Cat. No. 10231X Form W-9 (Rev. 12-2014)								

Affidavit Verifying Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9)



AFFIDAVIT VERIFYING SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (contractor) on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization (E-Verify) User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires

Affidavit Verifying Sub-Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9)



AFFIDAVIT VERIFYING SUB-SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (contractor) on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of receipt of any affidavit from a sub-subcontractor to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract).

Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization (E-Verify) User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires

Local Vendor Certification Form

City of Alpharetta

Local Vendor Certification Form



Finance Department
2 Park Plaza
Alpharetta, GA 30009
Phone: 678-297-6094
Fax: 678-297-6063
www.alpharetta.ga.us

The City of Alpharetta has enacted an Alpharetta Vendor Preference (a.k.a. Local Vendor Preference) which applies to all formal procurements between \$50,000.01 and \$500,000.00 excluding Public Works Construction Projects (\$100,000.00 and greater), grant funded projects, and other exceptions as set forth in Section III(E) of the Alpharetta Purchasing Policy.

Invitation to Bid (ITB): An Alpharetta Vendor will be given preference in contract award if their responsive and responsible bid is within 3% of the low-bid offered by a non-Alpharetta vendor.

Request for Proposal (RFP): An Alpharetta Vendor will be provided a preference of 3% as an evaluation criterion.

Alpharetta Vendors must submit this form with their ITB/RFP to receive the preference.

Qualifications

A person or business entity must meet ALL of the following criteria to qualify as an Alpharetta Vendor. Please check all that apply.

- Has a permanent place of business with full-time employee(s) within City limits for a minimum of six months prior to the issuance date of any formal solicitation to which the business will be responding. The permanent place of business must distribute goods/services and cannot be a post office box or a residence.
- ☐ Has a valid business license from the City.
- ☐ Is not delinquent on any taxes/fees owed to the City (e.g. property taxes, business license fees, false alarm fees, etc.).

Certification

Business/Company Name:

Current Business/Company Address:

If the business has been located at the above address for less than six months, please provide the previous physical address below.

Previous Business/Company Address:

The place of business identified above employs the following number of full-time employee(s):

--

City of Alpharetta Business License #

--

Please provide a copy of you current City of Alpharetta Occupational Tax Certificate Business Registration (a.k.a. Business License) with your ITB/RFP response.

Business Representative Approval/Contact Information

Name (print):

--

Date:

--

Position Title:

--

Phone #:

--

Signature:

E-mail:

--

This Section is for City Use Only

Qualifications Verification:

--

Date:

--

Notice of "No Bid" Form

CITY OF ALPHARETTA NOTICE OF "NO BID"



Finance Department
2 Park Plaza
Alpharetta, GA 30009
P: (678) 297-6052
F: (678) 297-6093
purchasing@alpharetta.ga.us

SOLICITATION # _____

CLOSING/DUE DATE _____

IMPORTANT NOTICE – Please read

It is important to the City of Alpharetta to receive a reply from all invited bidders. There is no obligation to submit a bid, quotation, or proposal.

INSTRUCTIONS:

If you are unable, or do not wish to participate on this bid, quotation, or proposal, please complete this form in full and forward to the City's procurement division at the contact information provided below.

State your reason for not participating by checking the applicable space(s) or by explaining briefly in the space provided. If submitting a Notice of "No Bid", it is not necessary to return any other bid/quotation/proposal information in connection with this solicitation.

1. We do not manufacture/supply the commodity _____
2. We do not manufacture/supply to the specification _____
3. Cannot handle due to present work load _____
4. Quantity/job too large _____
5. Quantity/job too small _____
6. Cannot meet delivery/completion requirements _____
7. Agreements with distributors/dealers do not permit us to sell direct _____
8. Licensing restrictions _____

Other reasons/additional comments: _____

Do you wish to bid on these goods/services in the future? Yes _____ No _____

Firm Name _____

Firm Address _____

Signature of Person Authorized to Bind this Firm _____

Date _____

Typed or Printed Name and Title _____

Phone Number and E-mail Address _____

Email, Fax, or Mail to the Procurement Agent in charge of this solicitation at the contact number/address listed in Section 1.0. Mark the correspondence as "Notice of No Bid".

APPENDIX B: DEFINITIONS OF CERTAIN TERMS

The intent and meaning of the following terms, which may be used throughout the Procurement process, shall be interpreted as follows:

Bid: the response submitted by a Bidder to an Invitation to Bid (ITB) to provide goods or services at the prices quoted.

Bidder: One who submits a response to an ITB.

Bonds:

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the bidder will not withdraw the bid. The bidder will furnish bonds in the required amount and if the contract is awarded to the bonded bidder, the bidder will accept the contract as bid, or else the surety will pay a specific amount. A Bid Deposit may be accepted in lieu of the Bid Bond.

Labor and Materials Bond (Payment Bond): A financial or contractual instrument, issued by a surety that guarantees that subcontractors will be paid for labor and materials expended on the contract. Acceptable forms of payment bonds may include cashier's check, certified check, or irrevocable letter of credit issued by a financial institution; a surety or blanket bond; United States Treasury bond; or certificate of deposit.

Performance Bond: An instrument executed, subsequent to award, by a successful bidder that protects the public entity from loss due to the bidder's inability to complete the contract as agreed. A risk mechanism that secures the fulfillment of all contract requirements. *May be referred to as a Completion Bond.*

Contract: the formal written agreement executed by the City and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work/Services and the basis of payment.

Contract Documents: collectively refer to the ITB, RFP, RFQ, or RFQC as issued by the City and including all appendices attached, referenced, and/or incorporated in the request; addenda; and Bid or proposal of awarded contractor including any amendments thereto.

Contractor: the successful Bidder or Offeror to whom (or which) a contract resulting from the ITB, RFP, RFQ, or RFQC is awarded by the City, and who (or which) has executed a formal written contract with the City to furnish goods, services, or construction for an agreed upon price.

DOAS: The State of Georgia's Department of Administrative Services.

Ineligible Vendor List: List maintained by the procurement team of vendors that are not eligible to provide any commodities or services to the City due to non-performance (see Penalties for Non-Performance section for more information). The length of time a vendor remains on the Ineligible Vendor List is dependent upon the severity of the performance problem(s), not to exceed three years

Invitation to Bid (also known as ITB, Competitive Sealed Bids, Request for Bids, or Bid): The method of procurement when the cost of goods and/or services is \$50,000.01 or greater, where there are clear and defined specifications available, and where cost is the primary basis of award. Evaluation is based solely on the response to the criteria set forth in the Bid document. This process does not include discussion or negotiations with bidders.

Legal Organ: The local newspaper selected for the posting of legal notices and advertisements for the City to reach the most citizens in an economical manner. At the time of this publication, our legal organ is the Alpharetta-Roswell Revue & News.

NIGP: National Institute of Governmental Purchasing whose mission is to develop, support and promote the public procurement profession through premier educational and research programs, professional support, and advocacy initiatives that benefit members and constituents.

Offeror: One who submits a response to a Request for Proposal (RFP).

Procurement Agent: Procurement team member representing the primary public contact for these procurement processes: facilitating, issuing, and receiving Bids, Proposals, and Statements of Qualifications.

Procurement Officer: Finance Director or his/her designee.

Project: the entire services, function, construction, work product, Improvement, repairs, deliverables, and/or goods to be performed, provided, and/or supplied as set forth in the ITB, RFP, RFQ, or RFQC and the Contract Documents and as generally described in the title to this ITB, RFP, RFQ, or RFQC.

Proposal: a document submitted by an Offeror in response to an RFP to be used as the basis for evaluation, for negotiations, for entering into a contract.

Request for Proposals (also called Formal Sealed Proposal, RFP or Proposal): The method of procurement when the cost of goods and/or services is \$50,000.01 or greater and where the Competitive Sealed Bid method is neither practical nor advantageous and cost is not the primary consideration. This process does provide for the negotiation of terms, including price, prior to contract award.

Request for Qualified Contractors (also called Request for Qualifications, RFQC, or RFQ): The Formal Request for Qualified Contractors is a prequalification process used to obtain statements of qualifications from contractors prior to issuing the solicitation. An RFQC is often Step 1 of a two-step process followed by an RFP or ITB to be issued only to Providers/Suppliers determined to be Qualified Providers/Suppliers.

Responsible: The contractor has the capacity in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, facilities, equipment, and credit which will assure good faith performance. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

Responsive: The contractor has submitted a Bid/Proposal that conforms in all material respects to the requirements stated in the solicitation document, including all form and substance.

Scope of Work/Project: A detailed, written description of the contractual requirements for materials and services contained within a Competitive Sealed Bid/ Request for Proposal. A well-conceived and clearly written scope serves many purposes including:

- Establishing a clear understanding of what is needed;
- Encouraging competition in the marketplace and promoting economic stimulus;
- Satisfying a critical need of government; and
- Obtaining the best value for the taxpayer.

Specifications: A precise description of the physical or functional characteristics of a product, good, or construction item. A description of goods and/or services. A description of what the purchaser seeks to buy and what a bidder must be responsive to in order to be considered for award of a contract. Specifications generally fall under the following categories: design, performance, combination (design and performance), brand name or approved equal, qualified products list and samples. May also be known as a purchasing description.

Statement of Qualifications (also called SOQ): Response to an RFQC which includes the qualifications of the contractor to provide or supply the requested services.

Work: the furnishing of all labor, materials, equipment, superintendence, and other incidentals necessary or convenient to the successful completion of the Project, including the performance of all services and requirements set forth in the ITB, RFP, RFQ, or RFQC hereof as the Scope of Work or Specification (in accordance with the specifications provided therein), and the carrying out of all obligations, duties, and responsibilities imposed by the Contract Documents in the provision thereof.



City Council Meeting STAFF REPORT

Submitting Department: Recreation and Parks
Submitted By: Lisa Cherry
Meeting Date: February 6, 2017

I. AGENDA ITEM TITLE: LANDSCAPE MAINTENANCE OF CITY CENTER AND SURROUNDING AREA AND THE MAINTENANCE OF THE DOWNTOWN CONTAINER GARDENS; RFQ 17-1005; RFP 17-106.

II. RECOMMENDATION:

Please award RFP 17-106 for landscape maintenance of City Center and Downtown Planters to Ed Castro Landscape, Inc. and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN
CURRENT FY OPRT.
BUDGET: YES

TOTAL PROJECT COST:

TOTAL PROJECT COST: CITY CENTER LANDSCAPE MAINTENANCE
CONTRACT = \$96,427.00 (ANNUALIZED); ESTIMATED FISCAL IMPACT IN FY
2017 = \$32,142.32 (4 MONTHS).

TOTAL PROJECT COST: MAINTENANCE OF DOWNTOWN CONTAINER
GARDENS = \$50,208.00 (ANNUALIZED); ESTIMATED FISCAL IMPACT IN FY
2017 = \$19,472.00 (4 MONTHS; \$2,250 PER MONTH PLUS \$10,472 FOR
SPRING PLANTINGS).

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Maintenance Contracts - City Center (10061950-523860-RPM01)	\$96,427.00
Maintenance Contracts - Downtown Container Gardens (10061950-523860)	\$50,208.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
-	\$0.00
-	\$0.00

IV. REPORT IN BRIEF:

The award of Request for Proposals (RFP) 17-106 is for the following scopes of work: (1) landscape maintenance of City Center and surrounding grounds; and (2) maintenance of the Downtown Container Gardens.

Specific work tasks associated with the scopes set forth in RFP 17-106 include, but are not limited to, the following: maintenance of City Center and surrounding areas to include proper mowing, mechanical trimming, aeration, fertilizing, top dressing, etc.; maintenance of straw and mulch beds; seasonal ornamental planting as needed; care of perennials, shrubs, vines, trees; maintenance and seasonal planting of the Downtown Container Gardens (qty: 119).

This procurement was administered as a two-phase process for each scope of work.

City Center (Phase 1)

The Recreation and Parks Department prepared a Request for Qualifications (RFQ) and advertised in September and October of 2016. A total of seven Statements of Qualifications (SOQ) were received by the city on October 20, 2016. These SOQs were then reviewed by an evaluation committee consisting of Recreation and

Parks staff as well as Public Works staff. Each member of the committee scored the SOQs independently based on the evaluation criteria set forth in the RFQ: Firm Experience (50%); Project Manager Experience (20%); References (20%); Location (7%); and Local Vendor Preference (3%). After completion of the independent reviews, the evaluation committee, along with staff from the Finance Department, met on November 1, 2016 to tabulate the overall scores of the respondents and shortlist vendors to Phase 2. The resulting scores, on a scale of 1 (lowest) to 5 (highest), were as follows:

- 4.10 – TriScapes, Inc.
- 4.04 - Russell Landscape
- 3.71 - Ruppert Landscape
- 3.51 - Ed Castro Landscape
- 3.13 - Yellowstone
- 2.86 - NGL & Erosion Control Group
- 2.04 - Ashford Gardeners, Inc.

The top four firms (TriScapes, Russell, Ruppert and Ed Castro) were shortlisted to move to phase 2 of the procurement process.

City Center (Phase 2)

An RFP was issued to the shortlisted contractors on November 30, 2016. The shortlisted contractors submitted their proposals to the City on December 20, 2016. The evaluation committee scored the proposals independently based on the evaluation criteria set forth in the RFP: Method of Providing Service (50%); Available Resources (50%). After completion of the independent reviews, the evaluation committee, along with staff from the Finance Department, met on January 5, 2017 to tabulate the overall scores. The resulting scores, on a scale of 1 (lowest) to 5 (highest), were as follows:

- 3.88 - Ed Castro Landscape
- 3.56 - Tri Scapes, Inc.
- 3.25 - Russell Landscape
- 3.25 - Ruppert Landscape

Ed Castro's cost proposal totaled \$96,427 (year 1) and was competitive compared to the costs proposed by the other shortlisted firms (Ruppert Landscape \$87,888; Tri Scapes, Inc. \$92,890; Russell Landscape \$156,670). The base operating budget includes sufficient appropriations for this scope of service.

The evaluation committee conducted an interview with Ed Castro Landscape on January 10, 2017 to further discuss the scope of work and the city's expectations. Ed Castro Landscape fully understood the scope of work and is excited to partner with the city on this project. Ed Castro is the highest ranked firm and the recommended firm for the City Center Landscape Maintenance contract. The duration of this contract will be for five (5) years.

Downtown Container Gardens (Phase 1)

The Recreation and Parks Department prepared an RFQ and advertised in September and October of 2016. A total of six Statements of Qualifications (SOQ) were received by the city on October 20, 2016. These SOQs were then reviewed by an evaluation committee consisting of Recreation and Parks staff as well as Public Works staff. Each member of the committee scored the SOQs independently based on the evaluation criteria set forth in the RFQ: Firm Experience (50%); Project Manager Experience (20%); References (20%); Location (7%); and Local Vendor Preference (3%). After completion of the independent reviews, the evaluation committee, along with staff from the Finance Department, met on November 1, 2016 to tabulate the overall scores of the respondents and shortlist vendors to Phase 2. The resulting scores, on a scale of 1 (lowest) to 5 (highest), were as follows:

- 4.10 - Tri Scapes, Inc.
- 3.99 - Russell Landscape
- 3.41 - Ruppert Landscape
- 3.06 - Ed Castro Landscape
- 2.90 - Yellowstone
- 1.82 - Ashford Gardeners, Inc.

The top four firms (TriScapes, Russell, Ruppert and Ed Castro) were shortlisted to move to phase 2 of the procurement process.

Downtown Container Gardens (Phase 2)

An RFP was issued to the shortlisted contractors on November 30, 2016. The shortlisted contractors submitted their proposals to the City on December 20, 2016. The evaluation committee scored the proposals independently based on the evaluation criteria set forth in the RFP: Method of Providing Service (50%); Available Resources (50%). After completion of the independent reviews, the evaluation committee, along with staff from the Finance Department, met on January 5, 2017 to tabulate the overall scores. The resulting scores, on a scale of 1 (lowest) to 5 (highest), were as follows:

- 4.00 - Ed Castro Landscape
- 3.91 - Tri Scapes, Inc.

3.25 – Russell Landscape

3.25 – Ruppert Landscape

Ed Castro's cost proposal totaled \$50,208.00 (year 1) and was the lowest cost proposal. The base operating budget includes sufficient appropriations for this scope of service.

The evaluation committee conducted an interview with Ed Castro Landscape on January 10, 2017 to further discuss the scope of work and the city's expectations. Ed Castro Landscape fully understood the scope of work and is excited to partner with the city on this project. Ed Castro is the highest ranked firm and the recommended firm for the Downtown Container Gardens contract. The duration of this contract will be for five (5) years.

V. ALTERNATIVES:

VI. ATTACHMENTS:

RFP 17-106 Evaluation (City Center), RFP 17-106 Evaluation (Container Gardens), Ed Castro RFP 17-106 Submission, RFP 17-106 City Center and Container Garden Maintenance, RFQ 17-1005 City Center and Container Garden Maintenance

RFP Evaluation / Scoring Sheet (Detail)

LANDSCAPE MAINTENANCE OF CITY CENTER AND SURROUNDING AREA

RFP #17-106

OFFERORS	Ed Castro	Ruppert	Russell	Tri Scapes
Scoring Instructions: - Score each criteria for each proposal using a scale of 1 - 5; 5 = highest score available for any criteria. Use -0- if item/information is missing - Scores should be noted for each criteria as this will be the basis for evaluation. - Weights will be applied to combined scores. - Cost will be evaluated separately.				
CRITERIA				
Means and Method for providing services (50%)	1.94	1.56	1.56	1.88
Available (Labor/Equipment) Resources (50%)	1.94	1.69	1.69	1.69
Total Proposal Score %	3.88	3.25	3.25	3.56

Cost Proposals

City Center	\$96,427.00	\$87,788.00	\$156,670.00	\$92,890.44
-------------	-------------	-------------	--------------	-------------

RFP Evaluation / Scoring Sheet (Detail)

MAINTENANCE OF DOWNTOWN CONTAINER GARDENS

RFP #17-106

OFFERORS	Ed Castro	Ruppert	Russell	Tri Scapes
Scoring Instructions: - Score each criteria for each proposal using a scale of 1 - 5; 5 = highest score available for any criteria. Use -0- if item/information is missing - Scores should be noted for each criteria as this will be the basis for evaluation. - Weights will be applied to combined scores. - Cost will be evaluated separately.				
CRITERIA				
Means and Method for providing services (50%)	1.94	1.56	1.56	2.00
Available (Labor/Equipment) Resources (50%)	2.06	1.69	1.69	1.91
Total Proposal Score %	4.00	3.25	3.25	3.91

Cost Proposals

Container Garden 12 month maint	\$27,000.00	\$46,545.00	\$34,440.00	\$30,000.00
Spring Planting	\$10,472.00	\$8,983.00	\$10,000.00	\$15,000.00
Fall Planting	\$12,736.00	\$9,272.00	\$10,000.00	\$15,000.00
	\$50,208.00	\$64,800.00	\$54,440.00	\$60,000.00

**CITY OF ALPHARETTA
REQUEST FOR PROPOSALS (RFP)
(THIS IS NOT AN ORDER)**



Finance Department
2 Park Plaza
Alpharetta, GA 30009
P: (678) 297-6052
F: (678) 297-6093
purchasing@alpharetta.ga.us

RFP TITLE: LANDSCAPE MAINTENANCE OF CITY CENTER AND SURROUNDING AREA, AND
MAINTENANCE OF DOWNTOWN CONTAINER GARDENS

RFP #: 17-106

RFP RESPONSE DUE DATE/TIME: DECEMBER 20, 2016; 2:00 PM

RFP ISSUE DATE: NOVEMBER 30, 2016

NUMBER OF PAGES: 50

CONTACT INFORMATION

Procurement Agent and RFP Contact: Debora Westbrook

City of Alpharetta
Finance Department
Budget & Procurement Team
2 Park Plaza
Alpharetta, GA 30009

Phone: 678-297-6052
FAX: 678-297-6093
Email: purchasing@alpharetta.ga.us
Website: <https://www.ebidexchange.com/alpharetta>

INSTRUCTIONS TO OFFERORS: CITY HALL HOURS OF OPERATION FOR RECEIPT OF DELIVERIES: MON-THURS 8:30 AM – 5:00 PM;
FRI 8:30 AM – 4:30 PM

RETURN SEALED PROPOSAL TO:

CITY OF ALPHARETTA
FINANCE DEPARTMENT
CITY HALL 1ST FLOOR GREETER STATION
2 PARK PLAZA
ALPHARETTA, GA 30009
ATTN: DEBORA WESTBROOK

EXTERIOR OF SEALED ENVELOPE/PACKAGE MUST NOTE:

Offeror's Name and Address
RFP Title & Number as noted on top of this page
RFP Due Date & Time as noted on top of this page
(or as may be changed by Official Written Addendum)

SPECIAL INSTRUCTIONS:

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH EACH RESPONSE

By signing and returning this form with a Proposal, the authorized signer and represented firm have read, understand, and agree to information within this Request for Proposals:

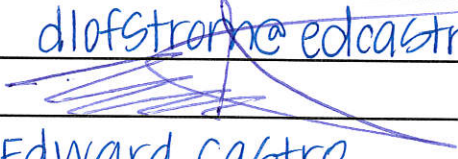
Firm/Offeror Name: Ed Castro Landscape, Inc.

Firm/Offeror Mailing Address: 1125 Old Ellis Road Roswell, GA 30076

Firm/Offeror Phone Number(s): 770.998.8444

Firm/Offeror FAX Number(s): 770.518.6905

Email Address for Offeror's Contact: dlofstrom@edcastro.com

Authorized Offeror Signature: 

Printed Name of Signer: Edward Castro

Offeror Federal I.D. Number: 58-1973265

Offeror DUNS Number: 80-4530491

Cover Letter and Summary



Legal Name: Ed Castro Landscape, Inc.
1125 Old Ellis Road
Roswell, Georgia 30076

Business Type: Domestic, Sub S Corporation, Sole Ownership

Cover Letter and Summary

Ed Castro Landscape, Inc., is extremely excited to partner with the City of Alpharetta. Ed Castro is one of Atlanta's premier design, construction, landscape maintenance, and horticultural service firms with over 24 years of consecutive practice in the Atlanta and the greater metropolitan area. Our service background and experience with municipal, commercial, industrial, and residential landscape projects serves as our guide toward continually improving the execution and management for the benefit of our partners. The ECL team has the experience, education, stability and diversity required to capably and proficiently perform one hundred percent of the scope of work for the *Alpharetta City Center and surrounding area..*

Our experience, leadership and financial strength ensures Ed Castro Landscape will provide superior technical services and cost effective solutions to execute the scope of maintenance services for the duration of the contract period. The primary goal, is to achieve increased efficiencies and improved quality each year. We understand the importance of maintaining a beautiful City Center for all to enjoy and will endeavor to deliver to that expectation every single week should we be awarded the honor to serve.

Primary Contact:

Dave Lofstrom : Director of Maintenance

1125 Old Ellis Road
Roswell, GA 30076

Cell : 404 809-7982
Office : 770 998-8444

E-mail : dlofstrom@edcastro.com

Means and Methods/Resources : Landscape Maintenance Services for City Center and Surrounding Area & Maintenance of Downtown Container Gardens

Means and Methods

The primary focus during the first month of service will be to provide a complete and thorough cleaning of residual fall leaves and debris evident throughout the City Center and surrounding areas. All perennials (i.e. Liriope, Daylilies and Ornamental grasses) will be cut back and beds groomed of current weeds and volunteer growth. Suckers at the base of trees will be pruned. We will make an inventory of all plants that have died and all that require selective winter pruning to see that this work is accomplished as the winter window allows. As our team quickly familiarizes with the landscape in its entirety, we will offer solutions, suggestions and improvement ideas as they present or conditions demand.

All service vehicles will be clearly marked with the Ed Castro Landscape logo and each team member in a safety vest.

- **Isuzu Crew Cab Box Truck with Dovetail** – Maintenance Service Team – 2 ExMark 36" and 1 ExMark 46" deck hydro mowers, 21" Honda push mower, Stihl steel blade edger, 2 Stihl trimmers, Stihl shears, 4 Echo backpack blowers, Solo backpack sprayers (Round-up and selective insecticide only) and all necessary hand equipment, pruners, loppers, ladder, rakes etc. *Landscape Maintenance Services for City Center and Surrounding Area*
- **Isuzu Flat Bed 700 gal. Spray Rig** - The spray rig will be used for WATER ONLY and deployed for regular watering of all annual beds and flower planters. *Maintenance of Downtown Container Gardens*
- **Ford F650 Dump Bed** – Rig will be used for delivery of any materials and when capped, will tow a Scag Giant Leaf Vac for collection of accumulated leaf piles. *Landscape Maintenance Services for City Center and Surrounding Area*
- **Isuzu NPR Flat Bed 2 Door Enhancement Truck** – Our flatbed truck and enhancement team will be on site for additional planting or proposed work. Also, this truck will be used as a support vehicle for delivery of mulch, soil etc. during annual change and installation of flower beds and planters. *Landscape Maintenance Services for City Center and Surrounding Area & Maintenance of Downtown Container Garden*
- **Ford ECL Prime Van** – Will be on site for all annual installations and regular floral maintenance and inspections to assure healthy and vibrant seasonal color displays year round. The ECL Prime team will also conduct and supervise any technical and detail pruning. *Maintenance of Downtown Container Gardens*
- **Chevy Colorado Extended Cab** – Driven by our Field Manager who will also be on site to manage crew, run irrigation checks, identify and report problem areas, deliver necessary supplies and assure quality execution and control of weekly service. *Landscape Maintenance Services for City Center and Surrounding Area & Maintenance of Downtown Container Gardens*
- **Ford Escape** – Driven by both Account and Maintenance Managers to conduct complete site inspections and spot checks of overall service delivery, site conduct and execution and meet on site with Alpharetta personnel. *Landscape Maintenance Services for City Center and Surrounding Area & Maintenance of Downtown Container Gardens*

Means and Methods/Resources : Landscape Maintenance Services for City Center and Surrounding Area & Maintenance of Downtown Container Gardens

Labor Resources

Maintenance Team: The maintenance crew that will be deployed for weekly service will include one Supervisor and a crew of 3-4 men as conditions and workload dictate. The City Center weekly team will consist of our best commercial maintenance crew. The Supervisor, **Nelson Reyes**, is an experienced leader and will spend his time ahead of crew assessing the details and necessary services during weekly visit. Nelson has been with Castro for 5 years and he is a consummate landscape professional.

Enhancement Team: All work performed outside base contract (i.e. replacement plants, further enhancements, damage repairs etc.) will be led by **Victor Smith**. Victor is a workhorse of a Supervisor and is well skilled in proper installation technique and execution, He has worked with the Castro team for 4 years and cut his teeth with our design/build teams before being promoted into contract Enhancements. Victor can also handle all basic irrigation repairs and will act in support as needed, with the Maintenance crew.

ECL Prime/Floriculture: The Downtown Container Gardens and flower beds will be managed and cared for by **Randy Elms**. Randy just joined us in September of 2016 and has performed to a very high level. He worked for 5 years with the City of Atlanta and managed the day to day operations of the City Hall landscape. He will run point on weekly management of water and proper care of each planter and bed.

Management

Dave Lofstrom- Director of Maintenance: Dave will be the primary point of contact for Alpharetta City Center. He joined the Castro team in 2014 after 12 years as the Brickman Group Branch Manager in Alpharetta. He is extremely familiar with Alpharetta's A-Office business parks, industrial centers and numerous HOA's and surrounding communities, both commercial and private. Dave has worked closely in the past with Alpharetta Arborists and Storm Water Management and has the experience and know-how to manage to the level and scope this RFP demands.

Chris Dicks- Account Manager: Celebrating 12 years with Ed Castro Landscape, Chris began his service directly upon graduation from Clemson University and has anchored the maintenance department. He and Dave work closely to estimate, inspect and drive continual improvements with a strategic eye toward work that fits the department's experience.

Jose Cerrato- Field Manager: Jose began his landscaping career and proper horticulture training with Gibb's Landscape and joined our team in October 2016. He brings 14 years of experience as a Supervisor on commercial landscapes and does an excellent job delivering his knowledge and weekly objectives to the crews under his purview. Jose will be closely associated with all service that takes place in and around Alpharetta City Center.

Meredith Jedlicka- Enhancement Coordinator: A 2011 graduate of Auburn University with a BS in Horticulture and Design, Meredith joined the Maintenance team in March of 2016. Her design skill set and expertise with floriculture have made her an invaluable addition for all of our current and future clientele. She was tasked with estimating the City Center and also began preliminary planning for the Downtown Container Garden for 2017.

Standard Means and Methods Operations



Weekly Operations By Month	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.
Mowing	0	1	2	4	4	4	4	4	2	4	4	2
Edging (curbs & beds)	0	2	2	4	4	4	4	4	4	4	4	2
Blowing	3	2	4	4	4	4	4	4	4	4	4	4
Weed Control	1	1	2	2	2	2	2	2	2	1	1	1
Pruning				1	1	1	1	1	1			
Winter Pruning	1	1	1									
Leaf Removal										2	4	2
Turf Fertilization		1		1	1		Lime		1		1	
Plant Fertilization		1			1							
Tree & Shrub Care		1	1	1	1	1	1	1				1
Fire Ant Control			1	1	1	1	1	1	1	1	1	
IPM (Insect & Pest Mgmt.)			1	1	1	1	1	1	1	1	1	1
Irrigation Services			1	1	1	1	1	1	1	1	1	
Aeration & Over-seed									1			
Mulch-Pine Straw		1					1					
Seasonal Color				1						1		

PLEASE NOTE: The seasonal calendar represents 50 total visits (Christmas and New Year)

Also, monthly visits are estimated and our contract with you is to assure we complete all work necessary to deliver and exceed expectations of quality landscape standards.

Contact Dave Lofstrom directly with any questions, concerns or verifications.

(404) 809-7982

dlofstrom@edcastro.com

Means and Methods – Landscape Maintenance Services for City Center and Surrounding Area, and Maintenance of Downtown Container Gardens

Qualifications and Understanding of Intent

Meredith Jedlicka: Georgia Certified Plant Professional

Randy Elms: Licensed Georgia Commercial Pesticide Applicator #07240

Chris Dicks: Licensed Georgia Commercial Pesticide Applicator #07790

We are extremely confident in our ability to provide the level of standard and technical service the City of Alpharetta requires to ensure a properly maintained landscape inherent in a corporate/class A office development. Our time spent estimating and reviewing the City Center and Downtown Container Gardens reflects a professional eagerness to see that we provide the proper man-power and resources through the course of a year to meet and exceed the expectation laid forth in RFP 17-106.

The Ed Castro Landscape maintenance team has been developed these past two years specifically, to undertake the high level commercial maintenance reflected in this RFP, at both the crew and management level. Our center of operations at 1125 Ellis Road in Roswell is just shy of 3 miles from the City Center and allows us outstanding coverage to assure we can be on site rapidly and often.

Our team has assessed the best locations from which to stage our services for both maintenance and container garden management. We will conduct initial irrigation and plant audits and provide monthly communication on progress, quality control, seasonal applications and standard operating procedures. The time built in to monthly services will allow us to cover the City Center in its entirety and assure that all details are addressed in a timely, professional manner. We also understand the need to make changes and adjust to event specific situations and will be well prepared partners in allowing for any and all contingencies.

Thank you again for this opportunity to present our pricing and service. We are at the ready to start working with the City of Alpharetta in 2017 and implementing the necessary strategies and execution to raise the level of service the City Center demands for the benefit of the entire community.

Dave Lofstrom – Director of Maintenance

Ed Castro Landscape

Annual Color Portfolio



Annual Color Portfolio



Annual Color Portfolio



APPENDIX H: PRICING SHEET FOR LANDSCAPE MAINTENANCE FOR CITY CENTER AND SURROUNDING AREA

City of Alpharetta RFP 17-106		Firm Name: ED CASTRO LANDSCAPE
Pricing Sheet for Landscape Maintenance of City Center and Surrounding Area		
Return as instructed in Section 5		
GENERAL MAINTENANCE: City Hall & Gardens; ROWs In/Around City Center; Fulton County Library (Does not include four out-parcels)		
Mowing, Weeding, Edging/Trimming, Pruning,		
Annual Cost:		\$ 58,872
Pine Straw Mulch		
Quantity of bales (bale size = 14"x14"x28"):	Quantity #	2598
Annual Cost:		\$ 14,289
Hardwood Mulch		
Quantity of CY:	Quantity #	135 cy
Annual Cost:		\$ 6,331
General Maintenance Annual Sub Total \$ 79,492		
FERTILIZATION / PRE-EMERGENT APPLICATION		
Warm Season Grasses - six (6) times per year		
Annual Cost:		\$ 1,320
Cool Season Grasses - five (5) times per year		
Annual Cost:		\$ 6,875
Fertilization Annual Sub Total \$ 8,195		
SEASONAL COLOR BEDS		
Seasonal Color TWICE PER YEAR (Spring & Fall)		
SF of Bed Area:	Quantity #	920 SF
Per flat of 18 Install Cost		\$38.35
Annual Cost (2 installs per year):		\$ 8,740
Seasonal Color Beds Annual Sub Total \$ 8,740		
TOTAL ANNUAL LANDSCAPE MAINTENANCE COST \$ 96,427		
SUPPLEMENTAL PRICING		
GENERAL MAINTENANCE: Four Out-Parcels in Front of City Hall - Temporary Maintenance Area		
Mowing, Weeding, Edging/Trimming, Pruning		
Monthly Cost:		\$ 266
IRRIGATION		
Monitoring, Repairs, Maintenance		
Per hour Rate:		\$ 75

Award will consider price, but price will not be the sole, determining factor.

Instructions for submitting Cost Proposal: One (1) Hard Original copy marked "Original" with original signatures shall be submitted in a separate, sealed opaque envelope within the sealed proposal package. See Section 3.0, #7 Cost Proposal and Proposal Price Certification for complete submittal directions.

Proposal Price Certification

In compliance with Section 3 Scope of Project/Specifications and RFP 17-106 in its entirety, the undersigned offers and agrees that if this Proposal is accepted by the City Council within one hundred twenty (120) days of the date of RFP Response (Proposal) Due Date/Time, that the undersigned will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

COMPANY ED CASTRO LANDSCAPE INC.

ADDRESS 1125 OLD ELLIS ROAD, ROSWELL GA 30076

AUTHORIZED SIGNATURE(S) 

PRINT / TYPE NAME(S) AND TITLE(S) EDWARD CASTRO - PRESIDENT

CONTACT INFO: PHONE NUMBER 404 809-7982

CONTACT INFO: E-MAIL ADDRESS DLOFSTROM@EDCASTRO.COM

**APPENDIX I: PRICING SHEET FOR CONTAINER GARDEN
MAINTENANCE**

Cost proposal should be submitted using the matrix below. Proposal for maintenance must be recorded as a regular monthly cost as well and an annual, 12 month cost.

Container Garden:

Container Garden Maintenance for 119 Container Gardens	Monthly Cost \$ 2.250	Annual Cost: 12 Months \$ 27.000 Feb 1 thru Jan 31
Container Garden Planting for 119 Container Gardens	Spring Cost: Labor, \$ 10.472 Material/Plants	Fall Cost: Labor, Material/Plants \$ 12.736

Award will consider price, but price will not be the sole, determining factor.

Instructions for submitting Cost Proposal: One (1) Hard Original copy marked "Original" with original signatures shall be submitted in a separate, sealed opaque envelope within the sealed proposal package. See Section 3.0, #7 Cost Proposal and Proposal Price Certification for complete submittal directions.

Proposal Price Certification

In compliance with Section 3 Scope of Project/Specifications and RFP 17-106 in its entirety, the undersigned offers and agrees that if this Proposal is accepted by the City Council within one hundred twenty (120) days of the date of RFP Response (Proposal) Due Date/Time, that the undersigned will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

COMPANY ED CASTRO LANDSCAPE INC.

ADDRESS 1125 OLD ELLIS ROAD, ROSWELL GA 30076

AUTHORIZED SIGNATURE(S) 

PRINT / TYPE NAME(S) AND TITLE(S) EDWARD CASTRO - PRESIDENT

CONTACT INFO: PHONE NUMBER 404 809-7982

CONTACT INFO: E-MAIL ADDRESS DLOFSTROM@EDCASTRO.COM



CITY OF ALPHARETTA

RECORD OF RECEIPT of REQUEST for PROPOSALS

This record serves to acknowledge the receipt of proposals in response to a public offering by the City of Alpharetta. Information concerning the content of each proposal is not available for public viewing until the contract award is made by the City of Alpharetta Council.

RFP #: 17-106
 RFP NAME: LANDSCAPE MAINTENANCE OF CITY CENTER AND SURROUNDING AREA, AND MAINTENANCE OF DOWNTOWN CONTAINER GARDENS

Due Date: December 20, 2016
 Due Time: 2:00 PM

	OFFEROR NAME (as noted on proposal package)	Date Received	Time Received	Other Notations
1	Ruppert	12/19/2016	10:32 AM	
2	Russell Landscape	12/20/2016	9:42 AM	
3	Tri Scapes, Inc.	12/20/2016	10:30 AM	
4	Ed Castro Landscape	12/20/2016	1:16 PM	
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				

**CITY OF ALPHARETTA
REQUEST FOR PROPOSALS (RFP)
(THIS IS NOT AN ORDER)**



Finance Department
2 Park Plaza
Alpharetta, GA 30009
P: (678) 297-6052
F: (678) 297-6093
purchasing@alpharetta.ga.us

RFP TITLE:	LANDSCAPE MAINTENANCE OF CITY CENTER AND SURROUNDING AREA, AND MAINTENANCE OF DOWNTOWN CONTAINER GARDENS
RFP #:	17-106
RFP RESPONSE DUE DATE/TIME:	DECEMBER 20, 2016; 2:00 PM
RFP ISSUE DATE:	NOVEMBER 30, 2016
NUMBER OF PAGES:	50

CONTACT INFORMATION

Procurement Agent and RFP Contact:

City of Alpharetta
Finance Department
Budget & Procurement Team
2 Park Plaza
Alpharetta, GA 30009

Debora Westbrook

Phone: 678-297-6052
FAX: 678-297-6093
Email: purchasing@alpharetta.ga.us
Website: <https://www.ebidexchange.com/alpharetta>

INSTRUCTIONS TO OFFERORS: CITY HALL HOURS OF OPERATION FOR RECEIPT OF DELIVERIES: MON-THURS 8:30 AM – 5:00 PM;
FRI 8:30 AM – 4:30 PM

RETURN SEALED PROPOSAL TO:

CITY OF ALPHARETTA
FINANCE DEPARTMENT
CITY HALL 1ST FLOOR GREETER STATION
2 PARK PLAZA
ALPHARETTA, GA 30009
ATTN: DEBORA WESTBROOK

EXTERIOR OF SEALED ENVELOPE/PACKAGE MUST NOTE:

Offeror's Name and Address
RFP Title & Number as noted on top of this page
RFP Due Date & Time as noted on top of this page
(or as may be changed by Official Written Addendum)

SPECIAL INSTRUCTIONS:

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH EACH RESPONSE

By signing and returning this form with a Proposal, the authorized signer and represented firm have read, understand, and agree to information within this Request for Proposals:

Firm/Offeror Name:	_____
Firm/Offeror Mailing Address:	_____
Firm/Offeror Phone Number(s):	_____
Firm/Offeror FAX Number(s):	_____
Email Address for Offeror's Contact:	_____
Authorized Offeror Signature:	_____
Printed Name of Signer:	_____
Offeror Federal I.D. Number:	_____
Offeror DUNS Number:	_____

TABLE OF CONTENTS

TABLE OF CONTENTS	2
SCHEDULE OF EVENTS	4
SECTION 1: RFP INSTRUCTIONS.....	4
1.0 SINGLE POINT OF CONTACT	4
1.1 REQUIRED REVIEW	4
1.1.1 Definitions of Certain Terms	4
1.1.2 Review of RFP	5
1.1.3 Addenda.....	5
1.1.4 Form of Questions	5
1.1.5 City's Answers.....	5
1.2 (SECTION NOT USED)	5
1.3 SUBMITTING A SEALED PROPOSAL	5
1.3.1 Failure to Comply with Instructions.....	5
1.3.2 Standard Forms	6
1.3.3 Standard Contract.....	6
1.3.4 Offeror's Signature	6
1.3.5 Organization of Proposal	6
1.3.6 Late Submissions, Withdrawals, and Corrections	6
1.3.7 Notice of "No Bid".....	7
1.4 COST OF PREPARING A PROPOSAL.....	7
1.4.1 City Not Responsible for Preparation Costs	7
1.4.2 All Timely Submitted Materials Become City Property	7
1.5 ACCESSING PROCUREMENT OPPORTUNITIES AND VENDOR REGISTRATION	7
1.5.1 Accessing Procurement Opportunities Online:	7
1.5.2 Vendor Registration:	7
SECTION 2: RFP RECEIPT AND EVALUATION PROCESS	8
2.0 AUTHORITY	8
2.1 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION	8
2.1.1 Public Information	8
2.1.2 Procurement Agent's Review of Proposals	8
2.2 CLASSIFICATION AND EVALUATION OF PROPOSALS.....	9
2.2.1 Classification of Proposals as Responsive and Responsible	9
2.2.2 Evaluation of Proposals	9
2.2.3 Completeness of Proposals	9
2.2.4 Opportunity for Discussion/Negotiation and/or Oral Presentation/ Product Demonstration.....	9
2.2.5 Best and Final Offer	9
2.2.6 Evaluation Committee Recommendation for Award.....	9
2.2.7 Contract Award	9
2.3 CITY'S RIGHTS RESERVED	10
SECTION 3: SCOPE OF PROJECT/SPECIFICATIONS	10
3.0 ORGANIZATION OF PROPOSAL	10
3.1 PROPOSAL COPIES REQUIRED, DEADLINE FOR RECEIPT.....	11
3.2 CITY'S INTENT	12
3.3 REQUIRED INFORMATION	12
SECTION 4: OFFEROR QUALIFICATIONS.....	14

4.0	CITY'S RIGHT TO INVESTIGATE	14
4.1	OFFEROR INFORMATIONAL REQUIREMENTS	14
SECTION 5: COST PROPOSAL.....		14
SECTION 6: EVALUATION CRITERIA		15
6.0	EVALUATION CRITERIA.....	15
SECTION 7: TERMS AND CONDITIONS.....		17
7.0	ADDITIONAL CONTRACT PROVISIONS AND TERMS.....	17
7.1	PERFORMANCE PRIOR TO CONTRACT EXECUTION.....	17
7.2	CONTRACT TERM	17
7.3	SUBCONTRACTORS AND SUB-SUBCONTRACTORS	17
7.4	(SECTION NOT USED)	18
7.5	(SECTION NOT USED)	18
7.6	GENERAL INSURANCE REQUIREMENTS	18
7.7	INDEPENDENT CONTRACTOR.....	18
7.8	COMPLIANCE WITH ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT.....	19
	<i>E-Verify Program</i>	19
7.9	COMPLIANCE WITH LAWS	20
7.10	TITLE VI OF THE CIVIL RIGHTS ACT OF 1964.....	20
7.11	SUBSTITUTIONS AND CHANGE ORDERS	20
7.12	CONTRACT TERMINATION.....	20
7.13	INVOICING AND PAYMENT	20
7.14	MISCELLANEOUS	21
	7.14.1 Deliveries	21
	7.14.2 Taxes	21
APPENDIX A: STANDARD FORMS.....		22
	AFFIDAVIT VERIFYING SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM (E-VERIFY/I-9) (PRIME CONTRACTOR TO RETAIN ON FILE).....	23
	AFFIDAVIT VERIFYING SUB-SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM (E-VERIFY/I-9) (PRIME CONTRACTOR TO RETAIN ON FILE)	24
	NOTICE OF "NO BID" FORM	25
APPENDIX B: CITY OF ALPHARETTA TAX FORMS.....		26
APPENDIX C: DEFINITIONS OF CERTAIN TERMS		28
APPENDIX D: LANDSCAPE MAINTENANCE SPECIFICATIONS FOR CITY CENTER AND SURROUNDING AREA.....		30
APPENDIX E: CONTAINER GARDEN MAINTENANCE SPECIFICATIONS.....		37
APPENDIX F: LANDSCAPE MAINTENANCE MAP		40
APPENDIX G: CONTAINER GARDEN MAP AND PHOTOS		41
APPENDIX H: PRICING SHEET FOR LANDSCAPE MAINTENANCE FOR CITY CENTER AND SURROUNDING AREA.....		48
APPENDIX I: PRICING SHEET FOR CONTAINER GARDEN MAINTENANCE		50

SCHEDULE OF EVENTS

EVENT

DATE

RFP Issue Date	November 30, 2016
Deadline for Receipt of Written Questions.....	December 12, 2016; 4:00 PM
Deadline for Posting of Written	December 14, 2016; 4:00 PM
RFP Response (Proposal) Due Date/Time.....	December 20, 2016; 2:00 PM

CITY HALL HOURS OF OPERATION FOR RECEIPT OF DELIVERIES:

Monday – Thursday 8:30 AM – 5:00 PM;
Friday 8:30 AM – 4:30 PM

(All time references in this document are understood as local, Eastern Time for our City, Alpharetta, GA.)

SECTION 1: RFP INSTRUCTIONS

1.0 Single Point of Contact

- Offerors are not allowed to communicate with any City staff or elected officials regarding this procurement, except for communication with or at the direction of the City Procurement Agent in charge of this solicitation as designated by the City Procurement Officer and, if applicable, authorized communications at the Pre-Proposal Conference.
- Any unauthorized contact may disqualify the Offeror from further consideration.
- Contact information for the single point of contact is as follows:

Procurement Agent: Debora Westbrook
 Address: City of Alpharetta
 Finance Department
 Budget and Procurement Team
 2 Park Plaza
 Alpharetta, GA 30009
 Telephone Number: 678-297-6052
 Fax Number: 678-297-6093
 E-mail Address: purchasing@alpharetta.ga.us

1.1 Required Review

1.1.1 Definitions of Certain Terms: Appendix C of this document contains definitions to a list of procurement terms that may be used in the RFP and procurement process. Offerors are encouraged to review these terms for intent and meaning used throughout the RFP and contracting process.

The City also offers a Vendor Guide containing information about doing business with our City. Among other information, the Guide contains definitions to terms used in the procurement processes along

with the basic steps within each process. The Guide can be found online at <https://www.ebidexchange.com/alpharetta>.

1.1.2 Review of RFP: Offerors should carefully review this RFP in its entirety including all instructions, requirements, specifications, and terms/conditions and promptly notify the Procurement Agent, identified above, in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error that may be discovered upon examination of this RFP.

1.1.3 Addenda: The City may revise this RFP by issuing an addendum prior to the RFP Response (Proposal) Due Date/Time. The addendum will be posted on the City's website alongside the posting of the RFP at <https://www.ebidexchange.com/alpharetta>. Any publicly issued addendum will become part of the bid documents and subsequent contract.

- Offerors must sign and return any addendum acknowledgement page with their RFP Proposal response.
- Failure to submit Proposal in accordance with an addendum may be cause for rejection.
- In unusual circumstances, the City may postpone an opening/due date and time in order to notify vendors of an addendum and to give Offerors sufficient time to respond to the addendum.
- It is the Offeror's responsibility to review the Schedule of Events and the web page for additional documents and/or addenda issued for this project.

1.1.4 Form of Questions: Offerors with questions, requiring clarification, or interpretation of any section within this RFP must address these questions in writing using the question tab and entry field found within the solicitation posting at <https://www.ebidexchange.com/alpharetta>. Registration and login is required to view documents, ask questions, and view the City's responses.

- Questions must be received by the City on or before **4:00 PM; December 12, 2016**.
- Each question shall be submitted separately.
- Each question must provide clear reference to the section, page, and item in question.
- Questions received after the deadline may not be considered.

1.1.5 City's Answers: The City will provide official written answers to all written questions received on or before Question Deadline noted above in *Section 1.1.4*.

- Answers to questions for clarification can be found within the question tab found within the solicitation posting at <https://www.ebidexchange.com/alpharetta>. Registration and login is required to view documents, ask questions, and view the City's responses.
- All questions will be answered either within the question tab for the solicitation or in an officially posted addendum by or before **4:00 PM; December 14, 2016**.
- Any material changes to the RFP, including changes to the Scope of Project/Specifications, Calendar of Events, etc., will be formally communicated through an addendum that will be added to the solicitation posting, which can be found at <https://www.ebidexchange.com/alpharetta>.
- Offerors must sign and return any addendum acknowledgement page with their proposal (see Section 1.1.3).
- Any other form of interpretation, correction, or change to this RFP will not be binding upon the City.

1.2 (section not used)

1.3 Submitting a Sealed Proposal

1.3.1 Failure to Comply with Instructions: The City may choose not to evaluate, may deem non-responsive, and/or may disqualify from further consideration any responses that fail to comply with

these instructions, are difficult to understand, are difficult to read, or are missing any requested information.

1.3.2 Standard Forms: Offerors **must** respond to this RFP by completing the standard forms set forth under *Appendix A*. The standard forms include legal requirements that must be met before contract award process commences. See *Appendix A* for further instructions.

1.3.3 Standard Contract: By submitting a response to this RFP, Offerors agree to execute a contract materially incorporating those certain provisions set forth in *Section 7 Terms and Conditions* upon contract award by the City Council. Offerors acknowledge that *Section 7 Terms and Conditions* does not define the total extent of the contract language.

1.3.4 Offeror's Signature:

- The first page of this RFP and any other pages requiring signatures must be signed in ink by an individual authorized to legally bind the legal entity submitting the Proposal and must be submitted with the Response.
- The Offeror's signature on a Proposal in response to this RFP represents, warrants, and guarantees that the prices quoted have been established without collusion and without effort to preclude the City from obtaining the best possible supply or service.
- By signing and submitting a response to this RFP, Offeror acknowledges and agrees that the Offeror has carefully examined and fully understands the provisions and requirements of this RFP; has made a personal examination of the Project site (if applicable); is satisfied as to the actual conditions, specifications/scope of work, and requirements; and hereby agrees that if Offeror's Proposal is accepted, Offeror will enter into a contract with the City and perform same in full conformance with the Contract Documents.
- Proof of authority of the person signing the RFP response must be furnished upon request.

1.3.5 Organization of Proposal: Each proposal must be organized in the order set forth in Section 3 of this RFP. The Original Proposal document and each Proposal document copy shall have tabs separating each response section.

1.3.6 Late Submissions, Withdrawals, and Corrections:

Late Proposal: Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Offeror's sole risk to assure delivery to the receptionist's desk at the designated office by the designated RFP Response (Proposal) Due Date/Time. Late proposals will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested.

Proposal Withdrawal: An Offeror requesting to withdraw their proposal prior to the RFP Response (Proposal) Due Date/Time may submit a letter to the Procurement Agent requesting to withdraw. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm.

An Offeror requesting to withdraw after the proposal has been opened will be required to submit a letter with documented facts supporting the reason for withdrawal within two business days of the opening. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. The Offeror must present clear and convincing evidence that an unintentional error was made. The Procurement Officer or designee will review the withdrawal request and a judgment will be made. Generally, proposal withdrawals after proposal due date/time for reasons other than obvious clerical errors are not permitted.

Proposal Correction: If an error is discovered prior to the opening, the Offeror can submit a corrected proposal. The corrected proposal should be clearly marked that it replaces the proposal originally submitted.

If an obvious clerical error is discovered after the proposal has been opened, the Offeror may submit a letter to the designated Procurement Agent within two business days of opening, requesting that the error be corrected. The letter must be on company letterhead and signed by an individual authorized

to legally bind the firm. The Offeror must present clear and convincing evidence that an unintentional error was made. The Procurement Officer or designee will review the correction request and a judgment will be made. Generally, modifications to opened proposals for reasons other than obvious clerical errors are not permitted.

1.3.7 Notice of "No Bid": It is important to the City of Alpharetta to receive a reply from all invited Offerors. There is no obligation to submit a bid, quotation, or proposal; however, if you are unable or do not wish to participate in this RFP and this "Notice of No Bid" is not executed and returned, your firm may be deleted from our list of qualified bidders/Offerors. This form is located in *Appendix A* (Standard Forms).

1.4 Cost of Preparing a Proposal

1.4.1 City Not Responsible for Preparation Costs: The costs for developing and delivering Proposals, responses, or submissions to this RFP and any subsequent presentations of the Proposal as requested by the City are entirely the responsibility of the Offeror. The City is not liable for any expense incurred by the Offeror in the preparation and presentation of their Proposal.

1.4.2 All Timely Submitted Materials Become City Property: All materials submitted, including those from awarded Offeror as well as those from unsuccessful Offerors, in response to this RFP become the property of the City and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and Offeror resulting from this RFP process.

1.5 Accessing Procurement Opportunities and Vendor Registration

1.5.1 Accessing Procurement Opportunities Online: Offerors interested in responding to this RFP can locate all associated documents at <https://www.ebidexchange.com/alpharetta>. Registration and login at this eBid Systems site is required to view/download documents and view/ask questions.

1.5.2 Vendor Registration: Offerors may also register as a vendor with the City by going to www.alpharetta.ga.us, select the **Business** dropdown, and then choose **Vendors**. Web based registration is the method of registration used by the City for all transactions such as contracts, purchase orders, payments, etc. An Offeror may submit a Proposal without first entering vendor registration, but online registration is required of an awarded contractor.

SECTION 2: RFP RECEIPT AND EVALUATION PROCESS

2.0 Authority

This RFP is issued under the authority of the City of Alpharetta Procurement Policy and applicable law. The City has the authority to reject any and all Proposals and to waive technicalities and informalities as further set forth in Section 2.3.

2.1 Receipt of Proposals and Public Inspection

2.1.1 Public Information:

Upon receipt of all sealed proposals, only the name of each supplier and the date and time of receipt shall be recorded. No other information will be disclosed nor shall the proposals be considered open record until after council award. All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the council award with the following five exceptions:

1. bona fide trade secrets that have been specifically identified, properly marked, separated, and documented and to which the Bidder has attached an affidavit declaring that such specific information constitutes a trade secret pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated, will not be disclosed; provided however, if the City determines that such specifically identified information does not in fact constitute a trade secret, the City will notify the Bidder of its intent to disclose such information prior to its initial disclosure as required by law;
2. matters involving individual safety, as determined by the City, may be withheld from disclosure;
3. any company financial information in the form of records containing tax matters or tax information that is confidential under state or federal law, which has been requested by the City to determine vendor responsibility, unless prior written consent has been given by the Bidder will not be disclosed;
4. any document or record, or portion thereof, containing information exempt from disclosure pursuant to O.C.G.A. § 50-18-70, et seq., may be withheld from disclosure as determined by the City; and
5. any other document or record, or portion thereof, mandated by law to be kept confidential, as determined by the City.

All open records requests must be presented in writing along with specific items requested. The Open Records Request form is available from the City's main website and requested through the City Clerk's office.

2.1.2 Procurement Agent's Review of Proposals: The Procurement Agent in charge of the solicitation will open and review the Proposals and separate out any information that meets the referenced exceptions in *Section 2.1.1* above, providing the following conditions have been met:

1. Documents or records containing information that the Offeror wishes to keep confidential must be specifically identified and clearly marked and separated from the rest of the Proposal;
2. The Proposal does not contain any such confidential material in the cost/price section; and
3. An affidavit from the Offeror specifically identifying information as a trade secret and declaring that such information constitutes a trade secret pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated is attached to each separated document or record in the Proposal that Offeror wishes to be kept confidential because it contains trade secrets.

Information separated out under this process will be available for initial review only by the Procurement Officer, Procurement Agent, and limited other designees. Offerors acknowledge that the act of separating out such information by the Procurement Agent does not operate to exempt such information from disclosure as a public record; rather, the disclosure of such information is governed by O.C.G.A. § 50-18-70, et seq. Offerors should be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event an (open records) request is submitted by another party and the City determines that such information is subject to disclosure.

2.2 Classification and Evaluation of Proposals

2.2.1 Classification of Proposals as Responsive and Responsible: All Proposals will initially be classified as either “responsive” or “nonresponsive”.

1. Proposals may be found nonresponsive any time during the evaluation process or during negotiations if
 - any of the required information is not provided;
 - the submitted price is found to be excessive or inadequate; or
 - the Proposal is not within the plans and specifications described and required in the RFP.

Proposals found nonresponsive will not receive further consideration.

2. The Procurement Officer or designee will determine whether an Offeror has met the standards of responsibility – i.e., whether the Offeror has the capability in all respects to perform fully and reliably the requirements of this RFP and resulting contract based on the factors below. Such a determination may be made at any time during the evaluation of a Proposal response if information surfaces that would result in a determination of non-responsibility.
 - If Proposal is found non-responsible, the determination will be in writing, made a part of the procurement file, and mailed to the affected Offeror.

2.2.2 Evaluation of Proposals: The Evaluation Committee will evaluate the remaining proposals and recommend whether to award to the highest-ranking Offeror or, if necessary, to seek discussion/negotiation or a “best and final offer” in order to determine the highest-ranking Offeror.

All responsive proposals will be evaluated based on stated evaluation criteria (Section 6). The City shall be the judge of the factors and will make the award in the best interest of the City.

2.2.3 Completeness of Proposals: Selection and award will be based on the Offeror's Proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested.

2.2.4 Opportunity for Discussion/Negotiation and/or Oral Presentation/ Product Demonstration: After receipt of all proposals and prior to the determination of the award, the City may initiate discussions with one or more Offerors should clarification or negotiation be necessary. Offerors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, Offerors should be prepared to send qualified personnel to the City to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the Offeror's expense.

2.2.5 Best and Final Offer: The “Best and Final Offer” is an option available to the City under the RFP process which permits the City to request a “best and final offer” from one or more Offerors if additional information is required to make a final decision. Offerors may be contacted asking that they submit their “best and final offer”, which must include any and all discussed and/or negotiated changes.

2.2.6 Evaluation Committee Recommendation for Award: The Evaluation Committee will provide a written recommendation for award to the Procurement Agent that contains the ranking and related supporting documentation for its decision. The Procurement Agent will review the recommendation to ensure its compliance with the RFP process and criteria before concurring with the Evaluation Committee's recommendation.

2.2.7 Contract Award: Contract award, if any, will be made by City Council upon recommendation from the Evaluation Committee to the highest-ranking Offeror who provides all required documents and successfully completes the negotiation process.

The City of Alpharetta may elect to electronically deliver contracts to the awarded contractor for digital signing. Both State of Georgia and Federal law recognize and uphold the use of electronic signatures. DocuSign is the City's current electronic signature solution allowing users to route and sign contracts and agreements securely.

2.3 City's Rights Reserved

While the City has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the City to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

- cancel or terminate this RFP at any time. A notice of cancellation will be issued on the City's website. If the RFP is cancelled, the City will not reimburse any vendor for the preparation of their Proposal. Proposals may be returned, at Offeror's expense, upon request if unopened;
- reject any or all Proposals, responses, or submissions received in response to this RFP;
- waive and/or amend any technicalities or informalities, or undesirable, inconsequential, or inconsistent provisions or specifications of this RFP which would not have significant impact on any Proposal or submission;
- not award a contract if it is in the best interest of the City not to proceed with contract execution; and
- terminate any contract if the City determines adequate funds are not available.

SECTION 3: SCOPE OF PROJECT/SPECIFICATIONS

3.0 Organization of Proposal

Each proposal must be organized in the order set forth below. Paper Original and Copy sections shall have tabs separating each section. Each Proposal and Copies must be submitted in a sealed envelope/package. Cost Proposal to be within a sealed envelope within the sealed Proposal package.

Sealed Proposal envelope/package must be marked on the exterior with the following:

- Offeror's Name,
 - RFP #,
 - RFP Title, and
 - RFP Response (Proposal) Due Date/Time.
1. Cover Page – Offeror's authorized official to complete, sign, and return with proposal response;
 - a. By submitting a response to this RFP, Offeror acknowledges and agrees that Offeror has carefully examined and fully understands the provisions and requirements of this RFP, has made a personal examination of the site of the proposed work (if applicable), is satisfied as to the actual conditions and requirement of the proposed Work, and hereby proposes and agrees that if Offeror's Proposal is accepted, Offeror will contract with the City in full conformance with the Contract Documents. Offerors should include a listing of any exceptions to *Sections 1, 2, and 7* (including subsections).
 2. Section 3, Scope of Project/Specifications – include all requested documents, information, exceptions, clarifications, etc.
 3. Section 4, Offeror Qualification Requirements – include all requested documents and information
 4. Appendix A, Standard Forms – Complete each of the following as directed on each form, sign, and return with proposal response:
 - a. Disclosure Form – complete, sign, and return with Proposal response;
 - b. E-Verify, Affidavit Verifying Compliance with Illegal Immigration Reform and Enforcement Act, Contractor Affidavit only to be returned with proposal;
 - c. W-9, Request for Taxpayer Identification Number and Certification;
 5. Additional Appendices (ONLY if applicable) – include all requested documents and information
 6. Addenda – if any addenda are formally issued by the City, Offeror must complete, sign, and return Page 1 Addendum Acknowledgement with Proposal acknowledging receipt and adherence to any changes in the RFP.

7. Section 5 – Cost Proposal and Proposal Price Certification – Offeror’s authorized official to complete, sign, and return with proposal as directed below:
- Offerors **must** respond to this RFP by utilizing the Cost Proposal form found in *Section 5*. (This form may also be provided as a separate, fillable Excel worksheet.)
 - Offeror’s authorized official to complete, sign, and return One (1) Copy of the Cost Proposal and Proposal Price Certification in a sealed envelope.
 - Except in rare cases as described in *Section 1.3.6*, a proposal may not be corrected, withdrawn, or canceled by the Offeror for a 120-day period following the deadline for Proposal submission as defined in the Schedule of Events (RFP Response (Proposal) Due Date/Time), or receipt of best and final offer, if required, and Offeror so agrees in submitting the proposal.
 - The Cost Proposal form will be used as the primary representation of each Offeror’s cost/price, and will be used extensively during proposal evaluations and ranking. Additional information should be included as necessary to explain in detail the Offeror’s cost/price.
 - One Original Cost Proposal shall be submitted within the sealed proposal package in a separate, sealed, opaque envelope marked:
 - Cost Proposal
 - Offeror’s Name,
 - RFP #,
 - RFP Name, and
 - Due Date/Time.
 - Additional Cost proposal sheets shall not be included in proposal original or copies (paper or digital).

3.1 Proposal Copies Required, Deadline for Receipt

- Each proposal must be received in sealed, opaque packaging.
- Proposals must be at the location noted below prior to the RFP Response (Proposal) Due Date/Time **2:00 PM; December 20, 2016**. Each RFP response received must be delivered to this location and Time/Date stamped upon delivery.

City Hall hours of operation for receipt of deliveries:

Monday – Thursday 8:30 am – 5:00 pm;
Friday 8:30 am – 4:30 pm

City of Alpharetta City Hall 1 st Floor Greeter Station 2 Park Plaza Alpharetta, GA 30009 Attn: Debora Westbrook

- Faxed or e-mailed responses to Requests for Proposals are NOT accepted and will not be reviewed.
- Offerors must submit the following number of copies to the address set forth on the Cover Page:
 - Technical Proposal** (Does Not Include Cost Proposal):
 - One (1) Hard Original Copy Unbound** (3-ring binder OK), marked “Original” with original signatures;
 - Four (4) Hard Copies Unbound** (3-ring binder OK), marked “Copy”;
 - One (1) CD-ROM or Flash Drive Copies.**
 - Mark all CD’s or Flash Drives with Offeror’s name and RFP number and title.
 - All digital files must be in either (unless otherwise specified within this document):
 - Microsoft Office file format or
 - Portable Document Format (PDF).

- c. Use caution in creating the electronic files. If the City is unable to open files due to data-corruption, password or encryption error, etc., the Offeror's proposal may be considered incomplete.
- d. **NOTE:** All digital copies must include exactly the same information as provided in the hard copy "Original".

B. Cost Proposal:

- **One (1) Hard Original Copy** marked "Original" with original signatures. See *Section 3.0, #7 Cost Proposal and Proposal Price Certification* for complete submittal directions.

3.2 City's Intent

The City of Alpharetta is accepting sealed Proposals from pre-qualified landscape contractors for the **Landscape Maintenance of City Center and Surrounding Area, and Maintenance of Downtown Container Gardens**. Proposal preparation will be based upon the requirements set forth in this RFP.

Based on review and scoring of Proposals received, the City intends to award two contracts to a single contractor. One 5-year contract for **Landscape Maintenance of City Center and Surrounding Area** and one 5-year contract for **Maintenance of Downtown Container Gardens**. However, if in the City's best interest, the City may choose two contractors for award of these contracts.

3.2.1 Landscape Maintenance of City Center and Surrounding Area:

It is the City's intent to select a pre-qualified landscape contractor for landscape maintenance of turf lawn; vegetation, shrubbery, perennial and groundcover plants; hardscape and streetscape at City Center and its surrounding area.

A properly maintained landscape provides a pleasing appearance and is an essential element of a healthy community as well as a recreational area for an assortment of activities. City Center involves a variety of landscape areas and elements each requiring a different approach to maintenance. In general, the expected level of maintenance should be that of a corporate campus/class A office development.

3.2.2 Maintenance of Downtown Container Gardens:

It is the City's intent to select a pre-qualified landscape contractor to maintain 119 planters throughout Downtown Alpharetta. The awarded landscape contractor shall maintain the plantings within the Container Gardens to be lush and full and provide a visual interest.

Included in this document at Appendix D is a map of current planter locations as well as photographs depicting the style of the planters and images of example plantings. It is strongly recommended that Offerors use the map included to view container gardens and locations in order to have a good understanding of the project size and the City's expectations.

3.3 Required Information

Proposals must clearly state the following information:

1. Means and Methods for Providing Landscape Maintenance Services for City Center and Surrounding Area

Include proposed plan to provide landscape maintenance services that meet the requirements of the attached *Appendix D: Landscape Maintenance Specifications for City Center and Surrounding Area*. Also included is *Appendix F Landscape Maintenance Map* for visual reference. Responses must contain specific information including proposed equipment (trucks, mowers, spray rig, etc. and quantities of each); 52-week schedule including pruning, fertilization, overseeding, mowing, mulching, herbicide application, seasonal color installation, and all other components of maintenance as outlined in the specifications; proposed pesticides including herbicides, insecticides, fungicides, etc.; list of pesticide applicator license holders; any other maintenance recommendations by Contractor above or in lieu of those outlined in the provided specifications.

2. Labor Resources for Landscape Maintenance Services for City Center and Surrounding Area

Include description of labor resources that will be involved in performing the maintenance work as stated in Means and Methods. Information must include number of crews and number of employees

per crew. Also identify and provide brief resume statements for key personnel such as contract manager, supervisor overseeing all crews, individual crew leaders, designated contact in the field, etc. If number of crews or dedicated employees will change seasonally, please outline schedule of seasonal changes.

3. Annual Maintenance Cost for Landscape Maintenance Services for City Center and Surrounding Area

Complete the attached *Appendix H: Pricing Sheet for Landscape Maintenance for City Center and Surrounding Area*.

4. Means and Methods for Providing Maintenance of Downtown Container Gardens

Include proposed plan to provide landscape maintenance services that meet the requirements of the attached *Appendix E: Container Garden Maintenance Specifications* and *Appendix G Container Garden Maps and Photos*. Responses must contain specific information including proposed equipment (trucks, mowers, spray rig, etc. and quantities of each); 52-week schedule including pruning, fertilization, overseeding, mowing, mulching, herbicide application, seasonal color installation, and all other components of maintenance as outlined in the specifications; proposed pesticides including herbicides, insecticides, fungicides, etc.; list of pesticide applicator license holders; any other maintenance recommendations by Contractor above or in lieu of those outlined in the provided specifications.

5. Labor Resources for Maintenance of Downtown Container Gardens

Include description of labor resources that will be involved in performing the maintenance work as stated in Means and Methods. Information must include number of crews and number of employees per crew. Also identify and provide brief resume statements for key personnel such as contract manager, supervisor overseeing all crews, individual crew leaders, designated contact in the field, etc. If number of crews or dedicated employees will change seasonally, please outline schedule of seasonal changes.

6. Annual Maintenance Cost for Maintenance of Downtown Container Gardens

Complete the attached *Appendix I: Pricing Sheet for Container Garden Maintenance*.

SECTION 4: OFFEROR QUALIFICATIONS

4.0 City's Right to Investigate

The City may make such investigations as deemed necessary to determine the ability of the Offeror to provide the supplies and/or perform the services specified.

4.1 Offeror Informational Requirements

In determining the capabilities of an Offeror to perform the services specified herein, the following informational requirements must be met by the Offeror. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be brief and relevant to the goals of this

Each proposal shall provide the following information:

4.1.1 Cover Letter and Summary: Provide a Cover Letter stating the following:

- business name,
- home office address, identify whether this or another office address is responsible for work of this project,
- Identify one contact person. This person shall be the single point of contact on behalf of the Offeror firm/team, responsible for correspondence to and from the organization and the City. If necessary, the City will send all Project-related communications to this contact person. (This may be the person registered in our eBid system.) Include the following contact information:
- mailing address, telephone number, and e-mail address.

4.1.2 Available Resources:

- Insurance: Provide a copy of the firm's existing certificate of insurance showing the firm's current limits of liability for comprehensive general liability, workers compensation, business automobile liability, and umbrella liability insurance. See Section 7.6 for City's General Insurance Requirements for these services. Insurance evidence shall be included after the surety evidence.

SECTION 5: COST PROPOSAL

Cost proposals shall be submitted using the pricing sheets provided. Complete and return:

1. *Appendix H: Pricing Sheet for Landscape Maintenance for City Center and Surrounding Area.*
2. *Appendix I: Pricing Sheet for Container Garden Maintenance.*

Instructions for submitting Cost Proposal: One (1) Hard Original copy of each Pricing Sheet marked "Original" with original signatures shall be submitted in a single, separate, sealed opaque envelope within the sealed proposal package. See Section 3.0, #7 *Cost Proposal and Proposal Price Certification* for complete submittal directions.

Proposal Price Certification

In compliance with Section 3 Scope of Project/Specifications and RFP 17-106 in its entirety, the undersigned offers and agrees that if this Proposal is accepted by the City Council within one hundred twenty (120) days of the date of RFP Response (Proposal) Due Date/Time, that the undersigned will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

SECTION 6: EVALUATION CRITERIA

6.0 Evaluation Criteria

All proposals received will be reviewed by the Procurement Agent to ensure that all administrative requirements of the RFP package have been met, such as all documents requiring a signature have been signed and submitted. Failure to meet these requirements may be cause for rejection. Only responsive proposals will be given to Evaluation Committee for further review.

The Evaluation Committee will evaluate the remaining proposals and determine a ranking based on the information provided in *Sections 3 through 5* of this RFP. Proposals will be evaluated based on stated evaluation criteria. In ranking against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, quantity, and contractual factors. These rankings will be used to determine the most advantageous offering to the City.

Any proposal that fails to achieve a passing ranking for any part/section for which a passing ranking is indicated will be eliminated from further consideration.

After completing the initial ranking, the Evaluation Committee may create a shortlist made up of a grouping of the highest-ranking Offerors. In the event of a shortlist, Offerors may be asked to arrange a site visit; may be invited for a presentation or interview; or may be asked to supply additional information for evaluation. Once all evaluations are complete, the Evaluation Committee may either recommend to award to the highest-ranking Offeror or if necessary, to seek discussion/negotiation or a "best and final offer" in order to determine the highest-ranking Offeror.

It is the City's desire to award these two service contracts to one vendor, but the City reserves the right to make awards to two vendors if in the City's best interest to do so. Each service will be evaluated individually.

Each criteria will be scored for each proposal using a scale of 0 - 5; 5 = highest score available for any criteria.

Each Offeror will be evaluated individually using weights for each criterion below:

Phase I: Landscape Maintenance of City Center and Surrounding Area

Method of Providing Services	50%
Available Resources	50%
Phase I Total	100%

Phase I: Downtown Container Garden Maintenance

Method of Providing Services	50%
Available Resources	50%
Phase I Total	100%

In the event a short-list is developed from Phase I evaluations, the shortlisted Offerors may be invited for interviews and further evaluation as part of Phase II.

If the Phase I evaluation reveals a clear winner, Phase II evaluation shall consist only of Cost Evaluation.

Phase II: Landscape Maintenance of City Center and Surrounding Area

Interview	50%
Cost Evaluation	50%
Phase II Total	100%

Phase II: Downtown Container Garden Maintenance

Interview	50%
Cost Evaluation	50%
Phase II Total	100%

SECTION 7: TERMS AND CONDITIONS

The City's standard terms and conditions, which will be incorporated into the Contract, are set forth below ("Terms and Conditions"). Offerors should notify the City of any Terms and Conditions that either preclude them from responding to this RFP or add unnecessary cost. This notification must be made by the deadline for receipt of written/e-mailed questions or with the Offeror's Proposal. Any requests for material, substantive, important exceptions to the Terms and Conditions will be addressed by formal written addendum issued by the designated Procurement Agent. The City reserves the right to address any non-material, minor, and/or insubstantial exceptions to the Terms and Conditions.

7.0 Additional Contract Provisions and Terms

This RFP, including all documents and appendices attached hereto, referenced herein and/or incorporated herein, and any addenda hereto, and the Proposal of the awarded Contractor, including any amendments thereto, will be incorporated into the Contract (as previously set forth, all of such documents are collectively referred to as the "Contract Documents"). The Terms and Conditions set forth herein do not define the total extent of the contract language. In the event of a conflict or dispute as to the duties and responsibilities of the City and Contractor under any resulting Contract Documents, the Contract, will govern in accordance to the order of precedence set forth therein.

7.1 Performance Prior to Contract Execution

The successful Offeror shall not begin performance of the Project prior to the execution of a formal written contract by the City and the successful Offeror. Any Offeror beginning performance prior to the execution of the Contract shall be deemed to be proceeding at the Offeror's risk, and shall not be entitled to any compensation for such performance. In addition, the City reserves the right to withdraw or cancel the award of this RFP.

7.2 Contract Term

Each of the two Contracts shall be for a term of **five (5) years** commencing **February 1, 2017**, and terminating **January 31, 2022**, as further provided for in the Contract and in accordance with O.C.G.A. § 36-60-13.

The term of the Contract may be extended by the City, with the written consent of the Contractor, for such additional period of time as may be necessary or advantageous to the City.

The Contract price(s) and/or rates for the above-stated contract term will remain as offered in the Contractor's Cost Proposal and accepted/awarded by the City Council. Any contract extension beyond the above-stated contract term shall be based on the same terms and conditions as the original term with the exception of the price(s) or rates. The price(s) or rates for any extended term are guaranteed for a minimum of twelve (12) months. Any increase (or decrease) in prices or rates after the above-stated term, which includes any renewal term(s), shall be limited to three percent (3%) or the Consumer Price Index (US City Average – All Items; most recent month) factor, whichever is the lesser.

For any automatic renewal of the contract required pursuant to O.C.G.A. § 36-60-13, notice of intent to not renew will be given to the Contractor in writing by the City, no less than thirty (30) days before the expiration date of the initial term of the contract.

7.3 Subcontractors and Sub-subcontractors

The highest-ranking Offeror will be the prime contractor if a contract is awarded and executed and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the Proposal. The City reserves the right to approve all subcontractors. The Contractor shall be responsible to the City for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the negligent acts and negligent omissions of persons employed directly by the Contractor. Further, nothing contained within this RFP, or otherwise in the Contract Documents created as a result of any contract award derived from this RFP, shall create any contractual relationships between any subcontractor of the Contractor and the City.

7.4 (section not used)

7.5 (section not used)

7.6 General Insurance Requirements

The following is informational for this RFP. Upon Council approval, the awarded Contractor shall provide the City with a Certificate of Insurance to the address listed under *Section 1.0* indicating the existence of the policies prior to the beginning of the contract work or term. Thereafter, a renewal certificate shall be delivered to the City at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to the City as to form or substance, or any of the carriers issuing such policies shall be or become unsatisfactory to the City, the Contractor shall deliver to the City representative upon demand a certified copy of any policy required herein for review. The Certificates of Insurance shall state that the City of Alpharetta is additionally insured.

- **Workers Compensation:** Workers Compensation \$500,000 per accident per employee with waiver of subrogation. Required documentation includes certificate from insurance company showing issuance of workmen's compensation coverage for the State of Georgia.
- **Comprehensive General Liability Insurance:**

Commercial General Liability	\$1,000,000 each occurrence
	\$1,000,000 aggregate
- **Comprehensive Auto Liability Insurance:**

Bodily Injury Liability	\$1,000,000 each occurrence
Property Damage Liability	\$ 100,000 each occurrence
- **Excess Umbrella Liability:**

Combined Single Limit Bodily Injury and / or Property Damage	\$1,000,000 each occurrence
	\$1,000,000 aggregate

Insurance; Indemnification. The awarded Contractor shall maintain the types and amounts of insurance set forth as from time to time reasonably shall be requested by the City. The awarded Contractor shall provide proof of such insurance to the City at the same time as the execution of any resulting Contract and/or purchase order, and as and when requested by the City during the term hereof. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied. The awarded Contractor shall indemnify and hold the City harmless from all claims, demands, losses, attorneys' fees and liabilities of any type or nature arising out of or related to the Contractor's, or Contractor's agents', employees' or subcontractors', negligent performance or non-performance of any resulting Contract and/or purchase order, including, but not limited to, claims for injury to person or property; provided, however, that this indemnification obligation shall not apply to claims arising from the sole negligence of the City or its employees. Nothing in this paragraph or any resulting Contract and/or purchase order shall be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third party beneficiaries.

7.7 Independent Contractor

The Contractor shall at all times be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture, or partner of the City. The Contractor shall have no authority to contract for or bind City in any manner. Neither the Contractor nor its employees are employees of the City. The Contractor shall have and maintain the responsibility for and control of the rendition of the Work (including, the services performed) under the Contract, the discipline of its employees, and other matters incident to the performance of the Work (services, duties, and responsibilities as described and contemplated in the Contract). The Contractor is required to supply the City with proof of compliance with the Workers' Compensation Act while performing work for the City. Proof of compliance must be received at the address listed under *Section 1.0* with the original Proposal.

7.8 Compliance with Illegal Immigration Reform and Enforcement Act

E-Verify Program:

The City of Alpharetta is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City shall not enter into a contract for the physical performance of services unless the Contractor registers and participates in a federal work authorization program (E-Verify). Further, Offerors submitting a Proposal for the physical performance of service shall include a fully executed E-Verify affidavit as part of their Proposal.

Requirement to Participate in a Federal Work Authorization Program (E-Verify):

No Offeror shall submit a Proposal for the physical performance of service unless the Offeror participates in a Federal Work Authorization Program and complies with the requirements of O.C.G.A. § 13-10-91.

- (1) Pursuant to O.C.G.A. § 13-10-91, the Contractor represents, warrants, acknowledges, and/or agrees that:
 - a. The Contractor has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;
 - b. Subcontractors shall not enter into any contract with the Contractor for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and
 - c. Sub-subcontractors shall not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.
- (2) As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify" (<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>), operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at such website address.

Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

- (1) The Contractor, if entering a contract with the City providing the physical performance of services, shall comply with the requirements of O.C.G.A. § 13-10-91.
- (2) Pursuant to O.C.G.A. §13-10-91, in the event the Contractor employs or contracts with a subcontractor in connection with a covered contract, Contractor shall secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 by the subcontractor's execution of the subcontractor affidavit, the form of which is provided in *Appendix A* hereof, and maintain records of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of the contractor/subcontractor agreement.
- (3) Pursuant to O.C.G.A. §13-10-91, in the event the Contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit, the form of which is also provided in *Appendix A* hereof, and maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit shall become a part of the subcontractor/sub-subcontractor agreement.
- (4) The Contractor shall comply with any and all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations promulgated in relation thereto.

- (5) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and all other applicable rules and regulations promulgated in relation thereto, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

Forms necessary to ensure compliance with this section are included under *Appendix A* and must be received at the address listed under *Section 1.0* prior to execution of any purchase order or contract.

7.9 Compliance with Laws

The Contractor shall, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. The Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

7.10 Title VI of the Civil Rights Act of 1964

The City of Alpharetta hereby gives public notice that it is the policy of the City to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. It is our policy that no person in the United States of America shall, on the grounds of race, color, national origin, sex, age, or disability be excluded from the participation in, be denied the benefits of or be otherwise subjected to discrimination under any of our programs or activities.

Any person who believes they have been subjected to unlawful discriminatory practice under Title VI has a right to file a formal complaint. Any such complaint must be filed in writing or in person with the City of Alpharetta's, Title VI Compliance Officer, within one hundred-eighty (180) days following the date of the alleged discriminatory action. Title VI Discrimination Complaint Forms may be obtained from the Title VI Compliance Officer by calling (678-297-6014) or emailing jdrinkard@alpharetta.ga.us.

7.11 Substitutions and Change Orders

NO substitutions of material, schedule cancellations, or Change Orders are permitted after Contract award without written approval by the Director of Recreation and Parks Department or his authorized representative. Cumulative Change Orders in excess of \$50,000.00 or 10% of the original contract shall require the approval of the City Council.

Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the City agrees to a replacement or requests same based on an objective standard of review of past performance. Requests for any substitution will be reviewed and may be approved by the City at its sole discretion. Verbal agreements to the contrary will not be recognized. In the event a substitution of a Contractor employee is required due to termination of employment by Contractor, Contractor shall provide the City with prompt written notice of the need for such substitution and shall cooperate with the City in providing a replacement.

7.12 Contract Termination

The City may, by written notice to the Contractor, terminate the Contract without cause; provided, the City must give notice of termination to the Contractor at least 14 days prior to the effective date of termination.

7.13 Invoicing and Payment

The City agrees to pay the Contractor in current funds for the performance of the Contract subject to additions and deductions as provided in the Contract, and, if applicable, to make payments in the manner and on the periodic basis agreed to by the City during the pre-construction meeting or prior to the

commencement of the Work. Upon completion of the Work or, if agreed to by the City, upon completion of certain portions thereof, the Contractor shall submit an invoice detailing the appropriate charges as currently allowed.

The City will process approved payment requests under this Project to the awarded Contractor only. Payment to subcontractors and suppliers is the responsibility of the Contractor. The City will not entertain any other payment arrangements.

Invoices shall be submitted to:

City of Alpharetta
Recreation and Parks Department
1825 Old Milton Pkwy
Alpharetta, GA 30009

Upon receipt of invoice and inspection and acceptance of the Work, the City will render payment. All such invoices will be paid within forty-five (45) days by the City unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor will provide complete cooperation during any such investigation.

Offerors, who are individuals, shall provide their social security numbers on Page 1 of this RFP. Offerors, which are proprietorships, partnerships, limited liability companies, corporations, or other legal entities, shall provide their federal employer identification number on Page 1 of this RFP. All Offerors shall provide a completed and signed W-9 located in Appendix A: Standard Forms with Proposal submission.

7.14 Miscellaneous

7.14.1 Deliveries: In the event there are to be deliveries on site, all goods and materials will be F.O.B. Destination, Freight Prepaid and Allowed. The onsite delivery/destination address is:

City of Alpharetta
Recreation and Parks Department
1825 Old Milton Pkwy
Alpharetta, GA 30009

No freight or postage charges will be paid by the City of Alpharetta unless such charges are included and accepted in the RFP price and contract award by the City. The Contractor, at Contractor's expense, will arrange to have someone onsite to inspect and accept delivery. The Contractor has sole responsibility for securing all materials at the Project site.

7.14.2 Taxes: No sales tax will be charged on any orders.

Sales Tax Exempt# 301-682441

Federal Tax Identification# 58-6011454

Copies of the City's Sales and Use Tax Certificate of Exemption and Form W-9, Taxpayer Identification and Certification are included in Appendix B.

APPENDIX A: STANDARD FORMS

Instructions for Submitting Required Standard Forms

All required forms were returned in response to RFQ 17-1005. The forms included in this section are not required to be returned with RFP response. .

- Forms to be held on file by Offerors/Contractors and available to City for review upon request:
 1. Affidavit Verifying Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9) *(if using subcontractor(s) – Prime Contractor to retain on file)*
 2. Affidavit Verifying Sub-Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9) *(if using sub-subcontractor(s) – Prime Contractor to retain on file)*
- Optional Form: Return only if relevant:
 3. Notice of 'No Bid'

Affidavit Verifying Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9) (Prime contractor to retain on file)



AFFIDAVIT VERIFYING SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (contractor) on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization (E-Verify) User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires

**Affidavit Verifying Sub-Subcontractor Participation in Federal Work
Authorization Program (E-Verify/I-9) (Prime contractor to retain on file)**

**AFFIDAVIT VERIFYING SUB-
SUBCONTRACTOR PARTICIPATION IN
FEDERAL WORK AUTHORIZATION PROGRAM**

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (contractor) on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of receipt of any affidavit from a sub-subcontractor to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract).

Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization (E-Verify) User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires

Notice of "No Bid" Form**CITY OF ALPHARETTA
NOTICE OF "NO BID"**

Finance Department
2 Park Plaza
Alpharetta, GA 30009
P: (678) 297-6052
F: (678) 297-6093
purchasing@alpharetta.ga.us

SOLICITATION # _____ CLOSING/DUE DATE _____

IMPORTANT NOTICE – Please read

It is important to the City of Alpharetta to receive a reply from all invited bidders. There is no obligation to submit a bid, quotation, or proposal.

INSTRUCTIONS:

If you are unable, or do not wish to participate on this bid, quotation, or proposal, please complete this form in full and forward to the City's procurement division at the contact information provided below.

State your reason for not participating by checking the applicable space(s) or by explaining briefly in the space provided. If submitting a Notice of "No Bid", it is not necessary to return any other bid/quotation/proposal information in connection with this solicitation.

1. We do not manufacture/supply the commodity _____
2. We do not manufacture/supply to the specification _____
3. Cannot handle due to present work load _____
4. Quantity/job too large _____
5. Quantity/job too small _____
6. Cannot meet delivery/completion requirements _____
7. Agreements with distributors/dealers do not permit us to sell direct _____
8. Licensing restrictions _____

Other reasons/additional comments: _____

Do you wish to bid on these goods/services in the future? Yes _____ No _____

Firm Name _____

Firm Address _____

Signature of Person Authorized to Bind this Firm _____

Date _____

Typed or Printed Name and Title _____

Phone Number and E-mail Address _____

Email, Fax, or Mail to the Procurement Agent in charge of this solicitation at the contact number/address listed in Section 1.0. Mark the correspondence as "Notice of No Bid".

APPENDIX B: CITY OF ALPHARETTA TAX FORMS

ST-5 (Rev. 9/2014)



STATE OF GEORGIA
DEPARTMENT OF REVENUE
SALES TAX CERTIFICATE OF EXEMPTION
GEORGIA PURCHASER OR DEALER

To: _____
(SUPPLIER) (DATE)

(SUPPLIER'S ADDRESS) (CITY) (STATE) (ZIP CODE)

THE UNDERSIGNED DOES HEREBY CERTIFY that all tangible personal property purchased or leased after this date will be for the purpose indicated below and that this certificate shall remain in effect until revoked in writing. Any tangible personal property obtained under this certificate of exemption is subject to the sales and use tax if it is used or consumed by the purchaser in any manner other than that indicated on this certificate. (Check appropriate box.)

- ☐ 1. Purchases or leases of tangible personal property or services for resale. O.C.G.A. § 48-8-30
- ☒ 2. Purchases or leases of tangible personal property or services made by the Federal Government, The American Red Cross, Georgia State Government, any county, municipality, qualifying authority, or public school system of this state. When paid for by warrant on appropriated Government funds, A Georgia Sales and Use tax number is not required for this exemption. O.C.G.A. § 48-8-3(1)(6)(6.1)(6.2)
- ☐ 3. Purchases or leases of tangible personal property or services for **RESALE ONLY** by a church, qualifying nonprofit child caring institution, nonprofit parent teacher organization or association, nonprofit private school (grades K-12), nonprofit entity raising funds for a public library, member councils of the Boy Scouts of the U.S.A. or Girl Scouts of the U.S.A. **THIS EXEMPTION DOES NOT EXTEND TO ANY PURCHASE TO BE USED BY OR DONATED BY THE PURCHASING ENTITY.** A Georgia Sales and Use tax number is not required for this exemption. O.C.G.A. § 48-8-3(15)(39)(41)(56)(59)(71)
- ☐ 4. Materials used for packaging tangible personal property for shipment or sale. Such materials must be used solely for packaging and must not be purchased for reuse by the shipper or seller. A Georgia Sales and Use tax number is not required for this exemption. O.C.G.A. § 48-8-3(94)
- ☐ 5. Aircraft, watercraft, motor vehicles, and other transportation equipment manufactured or assembled in this state sold by the manufacturer or assembler for use exclusively outside of this state when possession is taken by the purchaser within this state for the sole purpose of removing the property from this state under its own power due to the fact that the equipment does not lend itself more reasonably to removal by other means. A Georgia Sales and Use tax number is not required for this exemption. O.C.G.A. § 48-8-3(32)
- ☐ 6. The sale of aircraft, watercraft, railroad locomotives and rolling stock, motor vehicles, and major components and replacement/repair parts of each, which will be used principally to cross the borders of this state in the service of transporting passengers or cargo by common carriers in interstate or foreign commerce under authority granted by the United States government. Private and contract carriers are not exempt. O.C.G.A. § 48-8-3(33)(A)
- ☐ 7. Purchases or leases of tangible personal property or services made by a federally chartered credit union, credit unions organized under the laws of this state, and credit unions organized under the laws of the United States and domiciled within this state. A Georgia Sales and Use tax number is not required for this exemption. 12 U.S.C.S. 1768; O.C.G.A. § 48-6-97

(Describe Purchaser's Business Activity)

Under penalties of perjury I declare that this certificate has been examined by me and to the best of my knowledge and belief is true and correct, made in good faith, pursuant to the sales and use tax laws of the State of Georgia.

Business Name: CITY OF ALPHARETTA Sales Tax Number: 301-682441

Business Address: 2 PARK PLAZA Alpharetta State: GA Zip Code: 30009

Purchaser's Name: THOMAS G. HARRIS Signature: Thomas G. Harris Title: FIN DIRECTOR

A dealer must secure one properly completed certificate of exemption from each buyer making purchases without payment of the tax. The dealer must maintain a copy of the certificate of exemption presented for audit purposes.

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. City of Alpharetta	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☒ Other (see instructions) ▶ Governmental Entity (Tax Exempt)	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 3 Exemption from FATCA reporting code (if any) C (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) 2 Park Plaza 6 City, state, and ZIP code Alpharetta, GA 30009 7 List account number(s) here (optional)	
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)	
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.	
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	
Social security number 5 8 - 6 0 - 1 1 - 4 5 - 4	or Employer identification number 5 8 - 6 0 - 1 1 - 4 5 - 4

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	
Sign Here	Signature of U.S. person ▶ <i>Thomas L. Harro</i>
	Date ▶ <i>4/9/15</i>

General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: • Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.</i> By signing the filled-out form, you: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See <i>What is FATCA reporting?</i> on page 2 for further information.	Section references are to the Internal Revenue Code unless otherwise noted. Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: • Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.</i> By signing the filled-out form, you: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See <i>What is FATCA reporting?</i> on page 2 for further information.
--	--

Gat. No. 10231X

Form **W-9** (Rev. 12-2014)

APPENDIX C: DEFINITIONS OF CERTAIN TERMS

The intent and meaning of the following terms, which may be used throughout the RFP process, shall be interpreted as follows:

Bid: the response submitted by a Bidder to an Invitation to Bid (ITB) to provide goods or services at the prices quoted.

Bidder: One who submits a response to an ITB.

Bonds:

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the bidder will not withdraw the bid. The bidder will furnish bonds in the required amount and if the contract is awarded to the bonded bidder, the bidder will accept the contract as bid, or else the surety will pay a specific amount. A Bid Deposit may be accepted in lieu of the Bid Bond.

Labor and Materials Bond (Payment Bond): A financial or contractual instrument, issued by a surety that guarantees that subcontractors will be paid for labor and materials expended on the contract. Acceptable forms of payment bonds may include cashier's check, certified check, or irrevocable letter of credit issued by a financial institution; a surety or blanket bond; United States Treasury bond; or certificate of deposit.

Performance Bond: An instrument executed, subsequent to award, by a successful bidder that protects the public entity from loss due to the bidder's inability to complete the contract as agreed. A risk mechanism that secures the fulfillment of all contract requirements. *May be referred to as a Completion Bond.*

Contract: the formal written agreement executed by the City and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work/Services and the basis of payment.

Contract Documents: collectively refer to the ITB, RFP, or RFQ as issued by the City and including all appendices attached, referenced, and/or incorporated in the request; addenda; and Bid or proposal of awarded contractor including any amendments thereto.

Contractor: the successful Bidder or Offeror to whom (or which) a contract resulting from the ITB, RFP, or RFQ is awarded by the City, and who (or which) has executed a formal written contract with the City to furnish goods, services, or construction for an agreed upon price.

DOAS: The State of Georgia's Department of Administrative Services.

Ineligible Vendor List: List maintained by the procurement team of vendors that are not eligible to provide any commodities or services to the City due to non-performance (see Penalties for Non-Performance section for more information). The length of time a vendor remains on the Ineligible Vendor List is dependent upon the severity of the performance problem(s), not to exceed three years

Invitation to Bid (also known as ITB, Competitive Sealed Bids, Request for Bids, or Bid): The method of procurement when the cost of goods and/or services is \$25,000.01 or greater, where there are clear and defined specifications available, and where cost is the primary basis of award. Evaluation is based solely on the response to the criteria set forth in the Bid document. This process does not include discussion or negotiations with bidders.

Legal Organ: The local newspaper selected for the posting of legal notices and advertisements for the City to reach the most citizens in an economical manner. At the time of this publication, our legal organ is the Alpharetta-Roswell Revue & News.

NIGP: National Institute of Governmental Purchasing whose mission is to develop, support and promote the public procurement profession through premier educational and research programs, professional support, and advocacy initiatives that benefit members and constituents.

Offeror: One who submits a response to a Request for Proposal (RFP).

Procurement Agent: Procurement team member representing the primary public contact for these procurement processes: facilitating, issuing, and receiving Bids, Proposals, and Statements of Qualifications.

Procurement Officer: Director of Finance or his/her designee.

Project: the entire services, function, construction, work product, improvement, repairs, deliverables, and/or goods to be performed, provided, and/or supplied as set forth in the ITB, RFP, or RFQ and the Contract Documents and as generally described in the title to this ITB, RFP, or RFQ.

Proposal: a document submitted by an Offeror in response to an RFP to be used as the basis for evaluation, for negotiations, for entering into a contract.

Request for Proposals (also called RFP, Formal Sealed Proposal, or Proposal): The method of procurement when the cost of goods and/or services is \$25,000.01 or greater and where the Competitive Sealed Bid method is neither practical nor advantageous and cost is not the primary consideration. This process does provide for the negotiation of terms, including price, prior to contract award.

Request for Qualifications (also called RFQ, Request for Qualified Contractors, or RFQC): The Formal Request for Qualifications is a prequalification process used to obtain statements of qualifications from contractors prior to issuing the solicitation. An RFQ is often Step 1 of a two-step process followed by an RFP or ITB to be issued only to Providers/Suppliers determined to be Qualified Providers/Suppliers.

Responsible: The contractor has the capacity in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, facilities, equipment, and credit which will assure good faith performance. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

Responsive: The contractor has submitted a Bid/Proposal that conforms in all material respects to the requirements stated in the solicitation document, including all form and substance.

Scope of Work/Project: A detailed, written description of the contractual requirements for materials and services contained within a Competitive Sealed Bid/ Request for Proposal. A well-conceived and clearly written scope serves many purposes including:

- Establishing a clear understanding of what is needed;
- Encouraging competition in the marketplace and promoting economic stimulus;
- Satisfying a critical need of government; and
- Obtaining the best value for the taxpayer.

Specifications: A precise description of the physical or functional characteristics of a product, good, or construction item. A description of goods and/or services. A description of what the purchaser seeks to buy and what a bidder must be responsive to in order to be considered for award of a contract. Specifications generally fall under the following categories: design, performance, combination (design and performance), brand name or approved equal, qualified products list and samples. May also be known as a purchasing description.

Statement of Qualifications (also called SOQ): Response to an RFQ which includes the qualifications of the contractor to provide or supply the requested services.

Work: the furnishing of all labor, materials, equipment, superintendence, and other incidentals necessary or convenient to the successful completion of the Project, including the performance of all services and requirements set forth in the ITB, RFP, or RFQ hereof as the Scope of Work or Specification (in accordance with the specifications provided therein), and the carrying out of all obligations, duties, and responsibilities imposed by the Contract Documents in the provision thereof.

APPENDIX D: LANDSCAPE MAINTENANCE SPECIFICATIONS FOR CITY CENTER AND SURROUNDING AREA

Definitions

- a. Beauty Strip – landscape area along roadways located between back of curb and front of sidewalk
- b. City Facility – City buildings/properties such as fire stations and Public Works Department
- c. City Representative – specific City employee assigned as the representative overseeing maintenance and/or landscape contract(s)
- d. MUTCD – Manual of Uniform Traffic Control Devices
- e. Right-of-Way – extents of area dedicated to public roadway corridors
- f. Work Area – all locations of service identified on the Landscape Maintenance Areas maps.

Overview

A properly maintained landscape including turf, vegetation, and hardscape, provides a pleasing appearance and is an essential element of a healthy community as well as a recreational area for an assortment of activities. The City of Alpharetta's City Center involves a variety of landscape areas and elements each requiring a different approach to maintenance. In general, the expected level of maintenance should be that of a corporate campus/class A office development. These areas include:

1. City Hall and surrounding gardens
 - a. Formal Garden including shrubbery and walkways
 - b. Brooke Park Event Lawn, other grass areas, and walkways
 - c. Event Lawn fronting Main St. including pavers, trees, and tree rings
2. Right-of-Ways within City Center
 - a. Brick paver walkways
 - b. Beauty strips
 - c. Trees and shrubbery
 - d. Turf
3. Fulton County Library turf maintenance
4. Right-of-Ways bordering City Center including turf, trees, shrubbery, brick pavers, beauty strips, and medians
 - a. Old Milton Parkway (OMP)– including pork chop at Rite Aid corner: HBR to Main St
 - b. Main St. - both sides of road including median: OMP to Academy
 - c. Academy St: Main St. to HBR
 - d. Haynes Bridge Road (HBR) - both sides of road including median and roundabout: Academy to OMP
5. Four Out Parcels in front of City Hall – Temporary maintenance area
 - a. The four out parcels are slated for private development. It is anticipated that landscape maintenance will only be required through March or April 2017.

For each of the maintenance areas listed above, regular maintenance shall include:

1. Maintenance of turf areas and adjacent sidewalk and path areas, including proper mowing, mechanical trimming, aeration, fertilizing, top dressing, weed control, etc.
2. Streetscapes bordering and adjacent to Parks, including proper mowing, mechanical trimming, aeration, chemical application, top dressing, etc.

3. Straw and mulch beds
4. Seasonal ornamental planting as needed, hand or chemical weeding, edging, mulching, pruning, fertilizing
5. Care of annuals, perennials, shrubs, vines, trees

General and Regular Turf Maintenance for all Maintenance Areas

A weekly inspection of all the maintenance areas shall be performed year-round.

1 Safety

Contractor will be responsible for all safety procedures **including compliance with MUTCD work zone procedures**. All employees shall wear a clean, identifiable uniform with appropriate safety equipment and safety vest (or equivalent). "MOWERS AHEAD" signs shall be used when mowing along all roadsides.

2 Debris/Trash Removal and Cleanup:

1. Each week and prior to each mowing, to prevent shredding and scattering of debris, remove all trash and debris from all areas, including parking and driving surfaces, concrete walkways, lawns, shrub beds, other planted areas, etc.
2. Each week remove all litter and debris resulting from maintenance operations.
3. Each week remove trash and debris from surface of all planting areas whether as a result of maintenance operations or otherwise.
4. Each week remove all illegal, discarded and/or damaged signs and posts within the maintenance areas.
5. All clippings, thatch, and debris will be removed from the lawn areas and will be kept out of plant beds and tree rings.
6. Absolutely no clippings from mowing or trimming, or debris generated by maintenance operations shall be disposed of in catch basins, storm sewers, or the drainage system nor will clippings be left in or blown into roadways, parking lots, or onto adjacent property.
7. Leaves on the ground shall be removed at the time of mowing. During the fall and winter, fallen leaves shall be removed weekly.

3 Mowing:

1. All turf and grass areas as noted above in five (5) City Center areas shall be mowed once per week during growing season. Off-season mowing of all areas as needed, but at least every other week
2. Due to the variety of turf species in the City Center area, mowing shall be accomplished in each area at the recommended height for each species of grass. This will require adjustment of mowing equipment to achieve optimal height for each grass type to remain healthy and provide a well-tended appearance and to avoid scalping or burn.
3. All warm season turf will be scalped to a height of $\frac{3}{4}$ inches in February or March.
4. Mowing patterns will be established and changed on a regular basis to present the most aesthetically pleasing appearance.
5. Turf mowing is to be accomplished free of scalping, rutting, bruising, uneven, and rough cutting. If this occurs, the Contractor may be asked to re-cut the area(s), as determined by the City's Representative, at no additional cost to the City.
6. Avoid mowing over bare or mulched areas and do not allow mowing equipment to contact any portion of any trees or shrubs.

7. The mowing operation includes trimming around obstacles and where larger machinery cannot reach, raking and removing grass clippings, removing debris from walkways, curbs, gutters, and catch basin inlets.

4 Additional Turf Care Program (All Turf):

1. Irrigated Turf Areas shall be free of bare ground, which is defined as any single area of four (4) square feet without vegetation. All stones and rubbish that appear on the bare surfaces shall be removed. Bare grass areas shall be restored and reseeded or re-sodded to match the existing turf. Soil conditions shall be improved and reseed/re-sodded areas shall be sufficiently watered to promote healthy growth of the grass. Areas damaged by disease, vehicular traffic, removal of vegetation, erosion, or construction, shall be restored and reseeded as approved by the Project Manager to match the existing turf.
2. Provide fertilization and weed control for both cool and warm season grasses:
 - a. Fertilization program for Warm Season Grasses such as Bermuda/Zoysia – six (6) step program:
 1. 2nd week of February 0-0-7 + Stonewall
Early March 12,000 S.F. per bag
 2. 2nd week of April 25-0-7 30% PPSCU N + Stonewall
Early May 12,000 S.F. per bag
 3. June 24-2-11 40% PPAXU N.+ 6% FE
12,000 S.F. Per bag
 4. July 24-2-11 40% PPSCU N.+ 6% FE
12,000 S.F. per bag
 5. August 24-2-11 40% PPSCU N. + 6% FE
12,000 S.F. per bag
 6. September 0-0-7 + Stonewall
12,000 S.F. per bag
 - b. Fertilization program for Cool Season Grasses such as Fescue – five (5) step program:
 1. 2nd week Feb 25-0-7 30% PPSCU N.+ Stonewall
Early March 12,000 S.F. per bag
 2. 2nd week April 18-0-78 30% PPSCU N. + Stonewall
Early May 12,000 S.F. per bag
 3. June 5-10-31 + 10% FE
16,000 S.F. per bag
 4. July 20% Granular Iron (ext. color)
10,000 S.F. per bag
 5. September Overseeding Time
4-8 lb. seed per 1,000 S.F.
3. Since the results of a turf program can be adversely affected by the weather, the Contractor will provide service calls and diagnosis between applications at no additional charge.
4. Additional turf applications may be needed for turf insects and disease, as well as extremely difficult to control weeds, such as nut sedge and dallis grass.
5. Since these concerns occur fairly infrequently, the Contractor will provide a written proposal if and when these services are warranted.
6. These situations will be handled on a case-by- case basis and approval from the City must be secured before the proposed work is performed.

5 Edging and String Trimming:

1. Edging shall be performed with a blade type mechanical edger. The cut edge should appear as a clean, straight line.
2. Weekly, edge along all vertical curbs, all sidewalks, pavers, walkways, and concrete or as weather conditions dictate during the growing season, and as needed during the dormant season, or preceding special Events as directed by the City's Representative..
3. Every other week, edge bed lines or as weather conditions dictate during the growing season, and as needed during the dormant season, or preceding special Events as directed by the City's Representative.
4. No grass, vegetation, or debris may encroach onto the curb or sidewalk.
5. Edging shall be performed at the same time as mowing and shall be cut to the same height standards established for Turf Mowing Heights.
6. Do not deep edge around tree mulch rings or along bed lines.
7. The contractor is to ensure that proper attention is given where tree roots are in close proximity to curbs and sidewalks.
8. Edging by other means, including chemical control, shall first be discussed and approved by the City's Representative prior to application. If approved, chemicals will be applied according to the product label and under the supervision of a certified applicator licensed by the State of Georgia (Certification must be submitted to the City).
9. Extreme care shall be exercised to prevent damage to concrete during the edging process.
10. Trimming will be performed using a monofilament line trimmer.
11. Trim along buildings, plantings, signs, fencing, and other obstacles on an every other week basis.
12. Care shall be taken to insure that the bark of trees and shrubs are not damaged or stripped by the line trimmer.
13. All steps and entrances shall be trimmed weekly.

6 Irrigation

1. Irrigation is present within all Zoysia turf areas. Those are located in front of City Hall, the Formal Garden, Event Lawn in Brooke Park, and in the Town Green. Trees and shrubbery have drip irrigation system.
2. Irrigation shall be monitored weekly and repaired as needed to be maintained in good working order and in operating condition at all times; adjustments shall be made accordingly for watering excesses and/or deficiencies.
3. Once per season (or more often if so determined) when system is in use, Contractor shall operate and inspect entire system for proper adjustment and coverage.
4. Contractor to notify Owner for approximate time of seasonal system shut down (approximately November) and start up (approximately March).
5. The Contractor shall be responsible for the complete management, operation and maintenance of all irrigation systems.
6. Within thirty (30) days of Contract execution, the Contractor shall complete an assessment to determine what repairs are required at each Project Site to bring each Irrigation System to full operation. This assessment will provide a detailed breakdown by Project Site of the repair work required and the cost of repair.
7. Contractor shall be reimbursed for the purchase of materials to maintain the Irrigation System.

8. The exception is where the repair or replacement results from damage caused by the Contractor. Such damages shall be repaired promptly.

Perennial and Shrub Care

7 Weed Control

1. In early spring, a pre-emergent herbicide will be applied to mulched areas and groundcover beds.
2. Weeds shall be removed from all beds, tree rings, and bio-retention cells on a continuous basis throughout the growing season to present a well maintained and finished appearance at all times.
3. Weed control will be accomplished through the use of pre-emergent and post-emergent herbicides as well as hand weeding and mechanical means.
4. Contractor's chemical recommendations must be approved by City Representative prior to application.
5. Chemicals will be applied according to the product label and under the supervision of a certified applicator licensed by the State of Georgia (Certification must be submitted to the City).
6. A non-selective and/or pre-emergent herbicide will be applied at regular intervals to walkways, curbs, and other paved areas to help prevent the growth of weeds in hardscape joints and cracks.
7. Weeds shall be controlled in bed areas by mechanical, physical and chemical methods.
8. Bed areas shall be maintained weed free.

8 Tree and Shrub Care

Provide weed control (pre, post, & active) on a regular basis in specified areas to include landscaped/mulched beds. Any weeds that are in the beds/mulched areas that have not been removed with weed killer shall be removed by hand. The application of weed control shall not endanger any flowers, shrubs or trees.

Plant material which dies through the fault or neglect of the contractor, or due to preventable circumstances, shall be replaced with a specimen of the same species and of equal or similar size as the plant lost, at no cost to the owner. This must be coordinated with the City's Representative.

Trees:

1. Each visit inspect for signs of pests, diseases or other problems, notifying Owner of findings.
2. Each visit, remove all sucker growth from tree trunks. Suckers should be removed with hand-pruners and pruning cuts should be appropriate.
3. Notify Owner of any dead or damaged trees.

Shrubs, including shrubs, ornamental grasses, vines, and groundcovers:

1. Each visit inspect ornamental shrubs for signs of pests, diseases or other problems, notifying Owner of findings.
2. Each visit or preceding special events as directed by the Owner, prune wayward, dead, broken, and/or diseased branches.
3. Each visit hand-pull all visible weeds from shrub bed areas.
4. Shrubs that require shearing or selective pruning to maintain a formal appearance will be maintained per ANSI standards, or as requested by the City, during the growing season.
5. Shrubs shall be pruned to conform with the design concept of the landscape.
6. Individual shrubs shall not be clipped into balled or boxed forms, except where specifically instructed.
7. All deciduous trees and shrubs shall be hand pruned to the plants natural characteristics; holly bushes may be sheared.

8. Flowering shrubs shall be trimmed or pruned after blooming and as needed to influence flowering and improve vigor.
9. Periodically, but only as necessary, ornamental shrubs may require hard pruning to achieve adequate, vehicular line-of-sight to guard rails, traffic signs, building facilities and public roadways. Notify Owner of needs prior to commencement of work.
10. Notify Owner of any dead shrubs

9 Perennial Bed Maintenance

1. The removal of all spent blooms, flower stalks, and drying foliage shall be performed weekly or as needed.
2. An annual (Late Winter or Early Spring) cutback and mulching of all spent foliage shall also be included. (See Appendix E Maintenance Schedule for mulch by locations.)
3. Any additional application of fertilizer, fungicide, insecticide, or other chemicals needed to keep plants at optimum health shall also be performed. Contractor's recommendation must be approved by City staff prior to applications.
4. Any unsightly foliage from Jonquils and Daylilies shall be either removed or covered to not distract from the overall appearance of the property.
5. All remaining dead foliage of Daylilies and all Liriope shall be cut back (either manually or mechanically) in the early spring.
6. Groundcovers will be edged and pruned as needed to contain them within their borders.
7. Standard pruning practices will be observed and resulting debris will be removed.
8. Absolutely no clippings will be disposed of in catch basins, storm sewers, or the drainage system nor will clippings be left in or blown into roadways or parking lots.
9. Provide weed control (pre, post, & active) on a regular basis in specified areas to include landscaped/mulched beds. Any weeds that are in the beds/mulched areas that have not been removed with weed killer shall be removed by hand. The application of weed control shall not endanger any flowers, shrubs or trees.
10. All saplings are to be removed that come up in plant beds or landscaped areas.
11. Leaves shall be removed from bed areas as needed.

10 Seasonal Color Beds

1. Contractor is responsible for planting and maintaining seasonal color beds located within medians on Haynes Bridge Road and Main Street. Seasonal color is also in the pork chop and area in front of Rite Aid at intersection of Old Milton Parkway and Main St.
2. Seasonal color shall be installed two (2) times per year (Spring and Fall) with 4" minimum potted plants.
3. Contractor will be responsible for watering and fertilizing as needed to ensure vigorous plant survival throughout each planting season. Any additional application of fertilizer, fungicide, insecticide, or other chemicals needed to keep plants at optimum health shall also be performed. Contractor's recommendation must be approved by City staff prior to applications.
4. All seasonal color beds shall be maintained and manicured, including weeding and dead-heading, as needed. Dead plants shall be removed and replaced upon identification by Contractor.
5. The removal of all spent blooms, flower stalks, and dying foliage shall be performed weekly or as needed.

11 Seasonal Pine Straw / Mulch

1. Beds and trees are to be mulched two (2) times per year with dark brown hardwood mulch or with pine straw as directed by City's Representative and by area.
2. Mulch or pine straw are to be maintained at a depth of three (3) inches.
3. Beds are to be maintained as currently exists.

12 Reporting of Any/All Damages of City Properties

Contractors will report any damages noticed or caused while maintaining City Center maintenance areas. This shall include all damaged, vandalized, and/or removed landscape or facility elements. Reporting shall be in writing to the City's representative for this contract.

13 Hardscapes and Surfaces

1. All areas dressed with decomposed granite shall be raked as needed, but not less than once every four (4) weeks.
2. All soil shall be regraded, as necessary, on a weekly basis.
3. Paved sidewalks, medians, bike-paths and patio areas shall be swept or blown off with a power blower on a weekly basis.

General Information

1. All work required in this bid is to be completed in a professional manner according to standard industry practices.
2. The contractor's field employees shall wear identifiable uniforms and appropriate safety equipment while on the site performing services.
3. The contractor's vehicles shall be marked and identifiable.
4. City Parks are Tobacco-Free. March 21, 2011, Alpharetta Mayor and Council approved an ordinance prohibiting the use of all tobacco products in City Parks and/or on the Greenway. A violation of this ordinance is a misdemeanor punishable as other violations of City Park rules and regulations. It is recommended that the contractor make all field employees aware of this ordinance. Notice of this ordinance or lack thereof does not relieve anyone from the obligation to comply.
5. Contractor shall keep all mower blades sharp and in good condition at all times during mowing. The grass blades shall be cut sharply and cleanly. Turf shall be cut so that no ridges remain in the finished cut. The direction of mowing shall be alternated to minimize ruts and matting.
6. Contractor shall be responsible for replacing any flowers/shrubbery/trees damaged and/or killed by mowers, edgers, trimmers, or chemical/pesticide applications.
7. Contractor shall be responsible for notifying staff if any irrigation heads are damaged by mowers.
8. Absolutely no clippings will be disposed of in catch basins, storm sewers, or the drainage system nor will clippings be left in or blown into roadways or parking lots. No dumping of any debris on City property, City dumpsters, or in Park dumpsters/roll offs.
9. Monthly invoices or requests for payment from contractor for Landscape Maintenance of City Parks must include a detail report by Park location to include each date the location was visited and what was completed on each visit, i.e. was park mowed, trimmed, edged, weeded; detail of any chemical application including chemical name and quantity of chemical; and what areas does the invoice cover, ex: Ball fields, open areas, beds/mulched areas, etc. Invoices for Landscape Maintenance of City Parks will only be processed if all required reporting has been submitted for the month of invoice. For more information, see Section 7.13, Invoicing and Payment.

APPENDIX E: CONTAINER GARDEN MAINTENANCE SPECIFICATIONS

The contractor shall be responsible for purchasing, transporting, and caring for all plant material and all other materials needed to maintain the containers as described herein. Appendix D contains photographs of example plantings. Photos also provided of the different planter styles.

Planting Design and Plant Selection:

1. Planting Designs shall provide visual interest that is varied and not repetitive.
2. Planters must appear full and mature at time of planting.
3. The designs should incorporate a combination of plant function/style and a variation of color and texture in correct proportions to planter size to create variety and artistic interest. Function or style may better be described as:
 - a. Showpiece/specimen plants that is bigger and bolder than companion plants.
 - Specimen plants in each container should be chosen with longevity in mind. To control costs for replacement of these plants, the City requests that the contractor work with the City's representative to create a rotation schedule for specimen plant replacement. Example may be a three (3) year rotation schedule with one-third of specimen plants replaced each year.
 - Should be the tallest and/or most prominent plant in the arrangement.
 - Usually is an upright plant.
 - Should have one or more outstanding feature such as colorful foliage, interesting form (architectural or attention-grabbing structure), and/or extraordinary flowers blooming the entire season.
 - Place plant in center of container if planter will be viewed from all sides (placed at back edge if container will be against a wall or fence).
 - b. Complementary plants can be foliage or flowering plants and should balance and draw attention, but not overwhelm or compete with the specimen plant.
 - These plants should fill and add mass to the arrangement.
 - Use a variety of plant types.
 - Texturally and/or colorfully contrasting to the specimen plant.
 - Interest added to arrangement through mixture of foliage and flower types.
 - Usually have less form or structure than specimen plant.
 - c. Trailing plants shall add contrast or balance to the upright effect portrayed in the specimen and complementary plants. Trailing plants should be used to spill over and soften the edge of the containers.
 - Trail over edge of container toward or to the ground.
 - May complement or contrast with other plants within the container in foliage, color, and/or texture.
 - d. Spring emerging bulbs are in addition to the fall plantings, and shall be planned and planted as to best coordinate with the fall planting schedule.
4. Scale must be kept in mind when selecting the size of each type of plant. Planters must appear full and mature at time of planting. The combination of showpiece, complementary, and trailing plants in various colors and textures and in correct proportions to the size of the planter, will create variety and artistic interest.

5. Plants chosen for containers should be compatible with each container's location (sun or shade, etc.), and hardy considering the planting season.
6. Planters shall not be placed with the same plant material for each planter and not be placed with the same material year after year (unless requested by City staff).
7. Each planter shall be unique for each location and bring a visual interest to the area.
8. In some instances the plants of more substance may be left in the containers all year long until they become overgrown and consume too much container space.
9. Fall planting requirements in addition to central specimen plant:
 - For all planters, fall plantings should include spring emerging bulbs such as daffodils, tulips, and hyacinths.
 - **Darby planter –bowl not on pedestal:**
 - Three (3) 1-gallon plants
 - Nine (9) 4" plants
 - **Filigree planter – bowl type urn on pedestal:**
 - Fifteen (15) 4" plants
 - **Esplanade – tall urn on pedestal**
 - Twelve (12) 4" plants
10. Spring planting requirements in addition to central specimen plant:
 - **Darby planter:**
 - Three (3) 1-gallon plants
 - Seven (7) 4" plants
 - **Filigree:**
 - Ten (10) 4: plants
 - **Esplanade:**
 - Eight (8) 4: plants

Container Garden Planting Schedule:

The planting of the container gardens shall be accomplished at a minimum of twice a year.

Plantings of the containers shall take place in mid-April for spring/summer and mid to late September for fall/winter. However, the schedule may slightly be modified due to downtown events or activities.

These planting times may be adjusted depending on seasonal conditions after discussing with the City's representative.

City staff will provide the contractor notification if the plantings are required to be accomplished at a time other than specified above.

Approval of Planting Design, Plant Selection, and Planting Schedule:

Prior to any planting of materials within the planters, a design and plant list for each planter shall be submitted to the City along with the proposed planting schedule for review and approval.

City staff will provide the contractor notification if the plantings are required to be accomplished at a time other than specified by contractor.

Container Garden Maintenance:

The planters at all times shall have a well-manicured appearance and the contractor shall take the necessary steps to ensure the plant materials in the planters thrive.

1. Container gardens require water, fertilizer, and dead heading. During the extreme hot and dry summer days the containers must be watered daily, at least once per day if not more often.

2. Planters should not be allowed to dry out, but should remain evenly moist. Wilted or dead appearance is not acceptable. It is up to the contractor to determine the watering schedule needed to maintain lush plantings.
3. The Container Gardens are not on irrigation, but the City does provide a water source within the downtown area for filling of truck bed water tank.
4. Periodic dead heading can be accomplished during watering.
5. Time release fertilizer should be applied as recommended and liquid fertilizer can be applied as required during watering.
6. During the winter months, close monitoring of water needs is expected.
7. Occasional pruning and deadheading may be required during winter months.
8. Some plants may need to be replaced due to extreme weather conditions regardless of the season.
9. The City does not have a disposal facility for any waste material from the planters.
10. At the time of planting or any other debris-causing maintenance, the contractor will clean each area before moving to the next planter. At no time shall the planting and/or maintenance of the Container Gardens cause untidiness in the vicinity of the planters.

Safety:

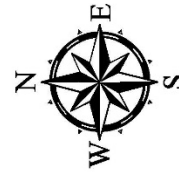
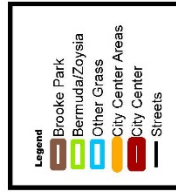
1. All planters are located within the City's or State Department of Transportation's (GDOT) Right-of-Ways. The contractor will be responsible for all safety procedures, for the safety of contractor's personnel, and for training personnel in traffic safety procedures.
2. Proper Worker Safety Apparel such as safety vests must be provided to and used at all times by all personnel while providing this service.
3. Worksite traffic control safety must follow the GDOT's requirements. Contractor will be responsible for all safety procedures including compliance with MUTCD (Manual on Uniform Traffic Control Devices) work zone procedures including but not limited to cone placement around vehicles in the Right-of-Way or in parking lots.
4. Contractor at no time will be permitted to park or drive truck on sidewalk (concrete or brick) while performing this service.
5. Interruption of traffic is not permitted between the hours of 7:00 AM to 9:00 AM and 4:00 PM to 6:00 PM, Monday through Friday.
6. It is expected that the contractor and contractor's personnel will also be trained in the proper handling of chemicals used to maintain the containers and that each person responsible for the use of such chemicals will have chemical information and MSDS sheets at all times while using such chemicals.
7. All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.
8. The contractor is to notify the City's representative at any time the contractor or contractor's personnel notice damage to any Container Garden.

APPENDIX F: LANDSCAPE MAINTENANCE MAP

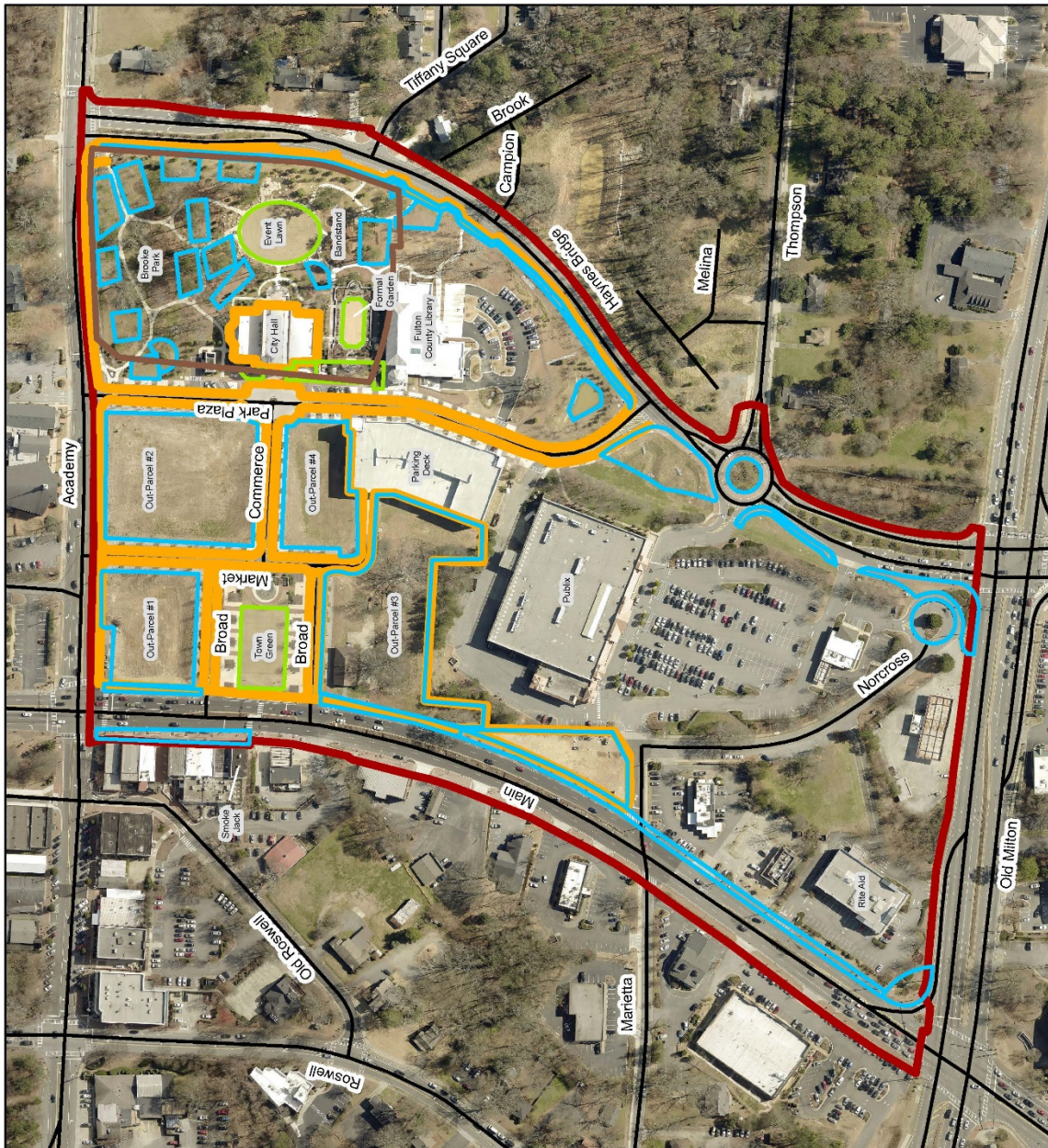


Alpharetta City Center

Maintenance Areas



0 80 160 320 Feet



APPENDIX G: CONTAINER GARDEN MAP AND PHOTOS





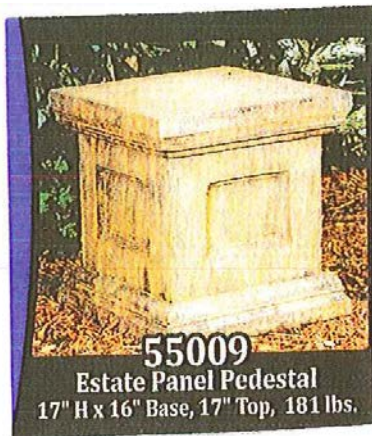
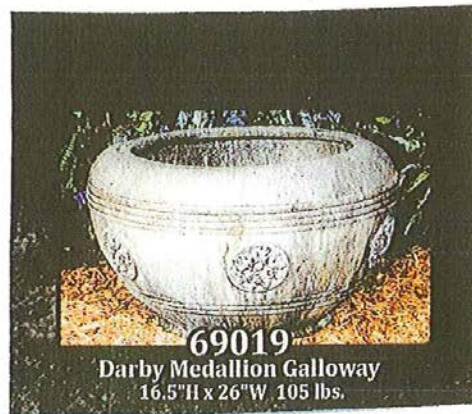








Planter Styles



APPENDIX H: PRICING SHEET FOR LANDSCAPE MAINTENANCE FOR CITY CENTER AND SURROUNDING AREA

City of Alpharetta RFP 17-106		Firm Name:	
Pricing Sheet for Landscape Maintenance of City Center and Surrounding Area			
Return as instructed in Section 5			
GENERAL MAINTENANCE: City Hall & Gardens; ROWs In/Around City Center; Fulton County Library (Does not include four out-parcels)			
Mowing, Weeding, Edging/Trimming, Pruning,			
Annual Cost:			\$
Pine Straw Mulch			
Quantity of bales (bale size = 14"x14"x28"):		Quantity	#
Annual Cost:			\$
Hardwood Mulch			
Quantity of CY:		Quantity	#
Annual Cost:			\$
General Maintenance Annual Sub Total			\$
FERTILIZATION / PRE-EMERGENT APPLICATION			
Warm Season Grasses - six (6) times per year			
Annual Cost:			\$
Cool Season Grasses - five (5) times per year			
Annual Cost:			\$
Fertilization Annual Sub Total			\$
SEASONAL COLOR BEDS			
Seasonal Color TWICE PER YEAR (Spring & Fall)			
SF of Bed Area:		Quantity	#
Per flat of 18 Install Cost			
Annual Cost (2 installs per year):			\$
Seasonal Color Beds Annual Sub Total			\$
TOTAL ANNUAL LANDSCAPE MAINTENANCE COST			\$
SUPPLIMENTAL PRICING			
GENERAL MAINTENANCE: Four Out-Parcels in Front of City Hall - Temporary Maintenance Area			
Mowing, Weeding, Edging/Trimming, Pruning			
Monthly Cost:			\$
IRRIGATION			
Monitoring, Repairs, Maintenance			
Per hour Rate:			\$

Award will consider price, but price will not be the sole, determining factor.

Instructions for submitting Cost Proposal: One (1) Hard Original copy marked "Original" with original signatures shall be submitted in a separate, sealed opaque envelope within the sealed proposal package. See *Section 3.0, #7 Cost Proposal and Proposal Price Certification* for complete submittal directions.

Proposal Price Certification

In compliance with Section 3 Scope of Project/Specifications and RFP 17-106 in its entirety, the undersigned offers and agrees that if this Proposal is accepted by the City Council within one hundred twenty (120) days of the date of RFP Response (Proposal) Due Date/Time, that the undersigned will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

COMPANY _____

ADDRESS _____

AUTHORIZED SIGNATURE(S) _____

PRINT / TYPE NAME(S) AND TITLE(S) _____

CONTACT INFO: PHONE NUMBER _____

CONTACT INFO: E-MAIL ADDRESS _____

APPENDIX I: PRICING SHEET FOR CONTAINER GARDEN MAINTENANCE

Cost proposal should be submitted using the matrix below. Proposal for maintenance must be recorded as a regular monthly cost as well and an annual, 12 month cost.

Container Garden:

Container Garden Maintenance for 119 Container Gardens	Monthly Cost \$		Annual Cost: 12 Months \$ Feb 1 thru Jan 31	
Container Garden Planting for 119 Container Gardens	Spring Cost: Labor, \$ Material/Plants		Fall Cost: Labor, \$ Material/Plants	

Award will consider price, but price will not be the sole, determining factor.

Instructions for submitting Cost Proposal: One (1) Hard Original copy marked "Original" with original signatures shall be submitted in a separate, sealed opaque envelope within the sealed proposal package. See Section 3.0, #7 Cost Proposal and Proposal Price Certification for complete submittal directions.

Proposal Price Certification

In compliance with Section 3 Scope of Project/Specifications and RFP 17-106 in its entirety, the undersigned offers and agrees that if this Proposal is accepted by the City Council within one hundred twenty (120) days of the date of RFP Response (Proposal) Due Date/Time, that the undersigned will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

COMPANY _____

ADDRESS _____

AUTHORIZED SIGNATURE(S) _____

PRINT / TYPE NAME(S) AND TITLE(S) _____

CONTACT INFO: PHONE NUMBER _____

CONTACT INFO: E-MAIL ADDRESS _____



CITY OF ALPHARETTA RECORD OF RECEIPT of REQUEST for QUALIFICATIONS

This record serves to acknowledge the receipt of statements of qualification in response to a public offering by the City of Alpharetta. Information concerning the content of each response is not available for public viewing until the contract award is made by the City of Alpharetta Council.

RFQ #: 17-1005

Due Date: October 20, 2016

RFQ NAME: Park Landscape Maintenance Services

Due Time: 10:00 AM

	OFFEROR NAME (as noted on proposal package)	Date Received	Time Received	Other Notations
1	NGL & Erosion Control Group, LLC	10/19/2016	12:16 PM	
2	Tri Scapes	10/19/2016	4:01 PM	
3	Yellowstone	10/20/2016	9:36 AM	
4	Ruppert Landscape	10/20/2016	9:37 AM	
5	Ed Castro Landscape	10/20/2016	9:46 AM	
6	Ashford Gardeners, Inc.	10/20/2016	9:49 AM	
7	Russell Landscape	10/20/2016	9:56 AM	
8				
9				
10				
11				
12				
13				
14				

CITY OF ALPHARETTA
REQUEST FOR QUALIFICATIONS (RFQ)
(THIS IS NOT AN ORDER)



Finance Department
2 Park Plaza
Alpharetta, GA 30009
P: (678) 297-6052
F: (678) 297-6093
purchasing@alpharetta.ga.us

RFQ TITLE:	PARK LANDSCAPE MAINTENANCE SERVICES
RFQ #:	17-1005
RFQ RESPONSE DUE DATE/TIME:	OCTOBER 20, 2016; 10:00 AM
RFQ ISSUE DATE:	SEPTEMBER 22, 2016
NUMBER OF PAGES:	29

CONTACT INFORMATION

Procurement Agent and RFQ Contact:	<u>Debora Westbrook</u>
City of Alpharetta	Phone: 678-297-6052
Finance Department	FAX: 678-297-6093
Budget & Procurement Team	Email: purchasing@alpharetta.ga.us
2 Park Plaza	Website: https://www.ebidexchange.com/alpharetta
Alpharetta, GA 30009	

INSTRUCTIONS TO CONTRACTORS CITY HALL HOURS OF OPERATION FOR RECEIPT OF DELIVERIES: MON-THURS 8:30 AM – 5:00 PM;
FRI 8:30 AM – 4:30 PM

RETURN SEALED QUALIFICATIONS TO:	EXTERIOR OF SEALED ENVELOPE/PACKAGE MUST NOTE:
CITY OF ALPHARETTA	Offeror's Name and Address
FINANCE DEPARTMENT	RFQ Title & Number as noted on top of this page
CITY HALL 1ST FLOOR GREETER STATION	RFQ Due Date & Time as noted on top of this page
2 PARK PLAZA	(or as may be changed by Official Written Addendum)
ALPHARETTA, GA 30009	
ATTN: DEBORA WESTBROOK	

SPECIAL INSTRUCTIONS: _____

THIS PAGE MUST BE COMPETED, SIGNED, AND RETURNED WITH EACH RESPONSE

By signing and returning this form with a Statement of Qualifications, the authorized signer and represented firm have read, understand, and agree to information within this Request for Qualifications:

Firm/Contractor Name:	_____
Firm/Contractor Mailing Address:	_____
Firm/Contractor Phone Number(s):	_____
Firm/Contractor FAX Number(s):	_____
Email Address for Contractor's Contact:	_____
Authorized Contractor Signature:	_____
Printed Name of Signer:	_____
Contractor Federal I.D. Number:	_____
Contractor DUNS Number:	_____

TABLE OF CONTENTS

TABLE OF CONTENTS	2
SCHEDULE OF EVENTS	4
SECTION 1: RFQ INSTRUCTIONS	5
1.0 SINGLE POINT OF CONTACT	5
1.1 OVERVIEW OF THE RFQ PROCESS	5
1.2 REQUIRED REVIEW	5
1.2.1 Definitions of Certain Terms	5
1.2.2 Review RFQ.....	5
1.2.3 Addenda.....	6
1.2.4 Form of Questions	6
1.2.5 City's Answers.....	6
1.3 (SECTION NOT USED)	6
1.4 SUBMITTING A SEALED STATEMENT OF QUALIFICATION (SOQ)	6
1.4.1 Failure to Comply with Instructions.....	6
1.4.2 Standard Forms	6
1.4.3 Standard Contract.....	7
1.4.4 Offeror's Signature.....	7
1.4.5 Organization of Statements of Qualification	7
1.4.6 Late Submissions, Withdrawals, and Corrections	7
1.5 COST OF PREPARING AN SOQ	7
1.5.1 City Not Responsible for Preparation Costs	7
1.5.2 All Timely Submitted Materials Become City Property	8
1.6 ACCESSING PROCUREMENT OPPORTUNITIES AND VENDOR REGISTRATION	8
1.6.1 Accessing Procurement Opportunities Online:	8
1.6.2 Vendor Registration:	8
1.7 ALPHARETTA VENDOR PREFERENCE (A.K.A. LOCAL VENDOR)	8
SECTION 2: RFQ RECEIPT AND EVALUATION PROCESS.....	9
2.0 AUTHORITY	9
2.1 RECEIPT OF SOQS AND PUBLIC INSPECTION	9
2.1.1 Public Information	9
2.1.2 Procurement Agent's Review of SOQs.....	9
2.2 CLASSIFICATION AND EVALUATION OF SOQS	10
2.2.1 Initial Classification of SOQs as Responsive or Nonresponsive	10
2.2.2 Evaluation of SOQs	10
2.2.3 Completeness of SOQs	10
2.2.4 Opportunity for Interview.....	10
2.2.5 Evaluation Committee Recommendation for Award or Shortlisted Offeror List.....	10
2.3 CITY'S RIGHTS RESERVED	10
SECTION 3: STATEMENT OF QUALIFICATION (SOQ)	11
3.0 ORGANIZATION OF SOQ	11
3.1 SOQ COPIES REQUIRED; DEADLINE FOR RECEIPT:	12
3.2 CITY'S RIGHT TO INVESTIGATE	12
3.3 CITY'S INTENT	12
3.3.1 Service Areas.....	13
3.4 QUALIFICATION REQUIREMENTS	13

3.4.1	Select one or more Service Area(s) for qualification:	14
3.4.2	Business Profile	14
3.4.3	References.....	14
3.4.4	Resumes and Experience.....	14
SECTION 4: EVALUATION CRITERIA		15
4.0	EVALUATION CRITERIA.....	15
SECTION 5: TERMS AND CONDITIONS.....		16
5.1	ADDITIONAL CONTRACT PROVISIONS AND TERMS	16
5.2	PERFORMANCE PRIOR TO CONTRACT EXECUTION	16
5.3	CONTRACT TERM	16
5.4	SUBCONTRACTORS AND SUB-SUBCONTRACTORS.....	16
5.5	GENERAL INSURANCE REQUIREMENTS	17
5.6	INDEPENDENT CONTRACTOR.....	17
5.7	COMPLIANCE WITH ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT	18
	<i>E-Verify Program</i>	18
5.8	COMPLIANCE WITH LAWS	19
5.9	TITLE VI OF THE CIVIL RIGHTS ACT OF 1964.....	19
5.10	CONTRACT TERMINATION.....	19
APPENDIX A: STANDARD FORMS.....		20
	CITY OF ALPHARETTA DISCLOSURE FORM AND CERTIFICATE OF NON-COLLUSION.....	21
	AFFIDAVIT VERIFYING CONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM (E-VERIFY/I-9)	22
	REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION	23
	AFFIDAVIT VERIFYING SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM (E-VERIFY/I-9)	24
	AFFIDAVIT VERIFYING SUB-SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM (E-VERIFY/I-9)	25
	LOCAL VENDOR CERTIFICATION FORM	26
	NOTICE OF "NO BID" FORM	27
APPENDIX B: DEFINITIONS OF CERTAIN TERMS		28

SCHEDULE OF EVENTS**EVENT****DATE**

RFQ Issue Date September 22, 2016

Deadline for Receipt of Written Questions.....October 11, 2016; 4:00 PM

Deadline for Posting of Written Answers to City WebsiteOctober 13, 2016; 4:00 PM

RFQ Response Due Date/TimeOctober 20, 2016; 10:00 AM

CITY HALL HOURS OF OPERATION FOR RECEIPT OF DELIVERIES:

Monday – Thursday 8:30 AM – 5:00 PM;
Friday 8:30 AM – 4:30 PM

(All time references in this document are understood as local, Eastern Time for our City, Alpharetta, GA.)

SECTION 1: RFQ INSTRUCTIONS

1.0 Single Point of Contact

- Offerors are not allowed to communicate with any City staff or elected officials regarding this procurement, except at the direction of the Procurement Agent in charge of this solicitation as designated by the Procurement Officer.
- Any unauthorized contact may disqualify the Offeror from further consideration.
- Contact information for the single point of contact is as follows:

Procurement Agent: Debora Westbrook
Address: City of Alpharetta
Finance Department
Budget & Procurement Team
2 Park Plaza
Alpharetta, GA 30009
Telephone Number: 678-297-6052
Fax Number: 678-297-6093
E-mail Address: purchasing@alpharetta.ga.us

1.1 Overview of the RFQ Process

The Request for Qualifications (RFQ) is a pre-qualification process. The objective of the RFQ is to identify one or more responsible Offerors who meet the City's minimum standards of business competence, reputation, financial ability, and product/service quality based on the qualification requirements in this RFQ to provide the goods and/or services outlined herein. This RFQ process will be conducted to gather and evaluate Statements of Qualifications (SOQ) from Offerors. All Qualified Contractors are invited to participate by submitting an SOQ, as further defined within this RFQ. SOQs received prior to the due date and time of this RFQ will be evaluated. The Qualified Contractor(s) may be invited to then participate in a Request for Proposals (RFP) or Invitation to Bid (ITB). The intent of the RFQ (and any potential RFP or ITB) is to present an award recommendation to the City Council to contract with one or more Qualified Contractors. Only these Qualified Contractors will be eligible to participate for the identified goods/services during the term of any awarded contract(s).

An RFQ usually does not result directly in a Contract Award. An RFQ may be Step 1 of a two-step process followed by an RFP or ITB to be issued only to Offerors that are determined during evaluation of RFQ responses to be Qualified Contractors.

1.2 Required Review

1.2.1 Definitions of Certain Terms: Appendix B of this document contains definitions to a list of procurement terms that may be used in the RFQ and procurement process. Offerors are encouraged to review these terms for intent and meaning used throughout the RFQ and contracting process.

The City also offers a Vendor Guide containing information about doing business with our City. Among other information, the Guide contains definitions to terms used in the procurement processes along with the basic steps within each process. The Guide can be found online at <https://www.ebidexchange.com/alpharetta>.

1.2.2 Review RFQ: Offerors should carefully review this RFQ in its entirety including all instructions, requirements, specifications, and terms/conditions and promptly notify the Procurement Agent, identified above, in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error, which may be discovered upon examination of this RFQ.

1.2.3 Addenda: The City may revise this RFQ by issuing an addendum prior to its Due Date and Time. The addendum will be posted on the City's website alongside the posting of the RFQ at <https://www.ebidexchange.com/alpharetta>.

- Any publicly issued addendum will become part of the RFQ documents and subsequent contract.
- Offerors must sign and return any addendum acknowledgement page with their SOQ.
- Failure to submit SOQ in accordance with an addendum may be cause for rejection.
- In unusual circumstances, the City may postpone an opening/due date and time in order to notify vendors of an addendum and to give Offerors sufficient time to respond to the addendum.
- It is the Offeror's responsibility to review the Schedule of Events and the web page for additional documents and/or addenda issued for this project.

1.2.4 Form of Questions: Offerors with questions, requiring clarification, or interpretation of any section within this RFQ must address these questions in writing using the question tab and entry field found within the solicitation posting at <https://www.ebidexchange.com/alpharetta>. Registration and login is required to view documents, ask questions, and view the City's responses.

- Questions must be received by the City on or before **4:00 PM; October 11, 2016**
- Each question shall be entered separately.
- Each question must provide clear reference to the section, page, and item in question.

Questions received after the deadline may not be considered.

1.2.5 City's Answers: The City will provide official written answers to all written questions received on or before Question Deadline noted above in *Section 1.2.4*.

- Answers to questions for clarification can be found within the question tab found within the solicitation posting at <https://www.ebidexchange.com/alpharetta>. Registration and login is required to view documents, ask questions, and view the City's responses.
- All questions will be answered either within the question tab for the solicitation or in an officially posted addendum by or before **4:00 PM; October 13, 2016**
- Any material changes to the RFQ, including changes to the Requirements, Calendar of Events, etc., will be formally communicated through an addendum that will be added to the solicitation posting, which can be found at <https://www.ebidexchange.com/alpharetta>.
- Offerors must sign and return any addendum acknowledgement page with their SOQ (see Section 1.2.3).
- Any other form of interpretation, correction, or change to this RFQ will not be binding upon the City.

1.3 (section not used)

1.4 Submitting a Sealed Statement of Qualification (SOQ)

1.4.1 Failure to Comply with Instructions: Offerors failing to comply with these instructions may be subject to ranking reductions. The City may also choose not to evaluate, may deem non-responsive, and/or may disqualify from further consideration any SOQs that do not follow this RFQ format, are difficult to understand, are difficult to read, or are missing any requested information.

1.4.2 Standard Forms: Offerors **must** respond to this RFQ by completing the standard forms set forth under *Appendix A*. The standard forms include legal requirements that must be met before the award process commenced. See Appendix A for further instructions.

1.4.3 Standard Contract: By submitting a response to this RFQ, Offerors agree to execute a contract substantially in the form as may either be provided in *Section 5 Terms and Conditions* of this RFQ or if absent, to be provided in any subsequent ITB/RFP. Contract execution will take place only upon contract award by the City Council.

1.4.4 Offeror's Signature:

- The first page of this RFQ and any other pages requiring signatures must be signed in ink by an individual authorized to legally bind the business submitting the SOQ and must be submitted with the Response.
- The Offeror's signature on an SOQ in response to this RFQ represents, warrants, and guarantees that the information is provided without collusion and without effort to preclude the City from obtaining the best possible supply or service.
- By signing and submitting an SOQ, Offeror acknowledges and agrees that the Offeror has carefully examined and fully understands the provisions and requirements of this RFQ; has made a personal examination of the Project site (if applicable); is satisfied as to the actual conditions, specifications/scope of work, and requirements; and hereby agrees that if the Offeror is shortlisted and then the Offeror's Proposal is accepted, Offeror will enter into a contract with the City and perform same in full conformance with the Contract Documents.
- Proof of authority of the person signing the SOQ must be furnished upon request.

1.4.5 Organization of Statements of Qualification: Each SOQ must be organized in the order set forth in Section 3 of this RFQ. Paper Original and Copy sections shall have tabs separating each section.

1.4.6 Late Submissions, Withdrawals, and Corrections:

Late SOQ: Regardless of cause, late SOQs will not be accepted and will automatically be disqualified from further consideration. It shall be the Offeror's sole risk to assure delivery to the receptionist's desk at the designated office by the designated time. Late SOQs will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested.

SOQ Withdrawal: An Offeror who has submitted an SOQ early and then requests to withdraw their SOQ prior to the RFQ due date and time may submit a letter to the Procurement Agent requesting to withdraw. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm.

An Offeror requesting to withdraw an SOQ after the RFQ due date and time will be required to submit a letter within two business days of the due date and time with documented facts supporting the reason for withdrawal. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm.

SOQ Correction: If an error is discovered prior to the RFQ due date and time, the Offeror may submit a corrected SOQ. The corrected SOQ should be clearly marked that it replaces the SOQ originally submitted.

If an obvious clerical error is discovered after the RFQ due date and time, the Offeror may submit a letter to the designated Procurement Agent within two business days of RFQ due date and time, requesting that the error be corrected. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. The Offeror must present clear and convincing evidence that an unintentional error was made. The Procurement Officer will review the correction request and a judgment will be made. Generally, modifications to opened SOQs for reasons other than obvious clerical errors are not permitted.

1.5 Cost of Preparing an SOQ

1.5.1 City Not Responsible for Preparation Costs: The costs for developing and delivering responses to this RFQ and any subsequent presentations of the SOQ as requested by the City are

entirely the responsibility of the Offeror. The City is not liable for any expense incurred by the Offeror in the preparation and presentation of their SOQ.

1.5.2 All Timely Submitted Materials Become City Property: All materials submitted, including those from awarded Offeror as well as those from unsuccessful Offerors, in response to this RFQ become the property of the City and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and Offeror resulting from this RFQ process.

1.6 Accessing Procurement Opportunities and Vendor Registration

1.6.1 Accessing Procurement Opportunities Online: Offerors interested in responding to this RFQ can locate all associated documents at <https://www.ebidexchange.com/alpharetta>. Registration and login at this eBid Systems site is required to view/download documents and view/ask questions.

1.6.2 Vendor Registration: Offerors may also register as a vendor with the City by going to www.alpharetta.ga.us, select the **Business** dropdown, and then choose **Vendors**. Web based registration is the method of registration used by the City for all transactions such as contracts, purchase orders, payments, etc. An Offeror may submit an SOQ without first entering vendor registration, but online registration is required of an awarded contractor.

1.7 Alpharetta Vendor Preference (a.k.a. Local Vendor)

It is the policy of the City to invest in the local community when appropriate through securing goods/services from local businesses at competitive pricing and terms. This is to encourage local businesses to compete for City Business for formal procurement with a contract value of \$50,000.01 to \$500,000.00.

To apply for the Alpharetta Vendor Preference the Vendor must meet the following requirements:

- Has a permanent place of business with full-time employee(s) within City limits for a minimum of six months prior to the issuance date of any formal solicitation to which said business is responding;
- The permanent place of business must distribute goods/services and cannot be a post office box or a residence;
- Has a valid business license from the City; and
- Is not delinquent on any taxes/fees owed to the City (e.g. property taxes, business license fees, etc.).

Vendors must complete the **Local Vendor Certification** form located in Appendix A, Standard Forms of this RFQ. Every Vendor seeking qualification for local preference must include the completed form and all required documentation noted on the form in the Vendor's response to this RFQ.

SECTION 2: RFQ RECEIPT AND EVALUATION PROCESS

2.0 Authority

This RFQ is issued under the authority of the City of Alpharetta Procurement Policy and applicable law. The City has the authority to reject any and all Bids and to waive technicalities and informalities as further set forth in Section 2.3.

2.1 Receipt of SOQs and Public Inspection

2.1.1 Public Information:

Upon receipt of all sealed Statement of Qualifications, only the name of each supplier and the date and time of receipt shall be recorded. No other information will be disclosed nor shall the SOQs be considered open record until after council award. All information received in response to this RFQ, including copyrighted material, is deemed public information, and will be made available for public viewing and copying shortly after the council award with the following five exceptions:

1. bona fide trade secrets that have been specifically identified, properly marked, separated, and documented and to which the Offeror has attached an affidavit declaring that such specific information constitutes a trade secret pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated, will not be disclosed; provided however, if the City determines that such specifically identified information does not in fact constitute a trade secret, the City will notify the Offeror of its intent to disclose such information prior to its initial disclosure as required by law;
2. matters involving individual safety, as determined by the City, may be withheld from disclosure;
3. any company financial information in the form of records containing tax matters or tax information that is confidential under state or federal law, which has been requested by the City to determine vendor responsibility, unless prior written consent has been given by the Offeror will not be disclosed;
4. any document or record, or portion thereof, containing information exempt from disclosure pursuant to O.C.G.A. § 50-18-70, et seq., may be withheld from disclosure as determined by the City; and
5. any other document or record, or portion thereof, mandated by law to be kept confidential, as determined by the City.

All open records requests must be presented in writing along with specific items requested. The Open Records Request form is available from the City's main website and requested through the City Clerk's office.

2.1.2 Procurement Agent's Review of SOQs: Upon opening the sealed SOQs received in response to this RFQ, the Procurement Agent in charge of the solicitation will review the SOQs and separate out any information that meets the referenced exceptions in *Section 2.1.1* above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the SOQ;
- SOQ does not contain confidential material in the cost/price section; and
- An affidavit from an Offeror's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each SOQ containing trade secrets.

Information separated out under this process will be available for review only by the Procurement Officer, Procurement Agent, the Evaluation Committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.2 Classification and Evaluation of SOQs

2.2.1 Initial Classification of SOQs as Responsive or Nonresponsive: All SOQs will initially be classified as either “responsive” or “nonresponsive”.

1. SOQs may be found nonresponsive any time during the evaluation process if:
 - any of the required information is not provided; or
 - the SOQ is not within the plans and specifications described and required in the RFQ.
 - SOQs found nonresponsive will not be considered further.
2. The Procurement Officer will determine whether an Offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process if information surfaces that would result in a determination of non-responsibility.
 - If an Offeror is found non-responsible, the determination must be in writing, made a part of the procurement file, and mailed to the affected Offeror.

2.2.2 Evaluation of SOQs: The Evaluation Committee will evaluate the remaining SOQs and recommend whether to award to the highest-ranking Offeror or add to the Approved list to participate in any subsequent RFP process; or if necessary, to seek additional information in order to determine the highest-ranking Offeror(s).

All responsive SOQs will be evaluated based on stated evaluation criteria (*Section 4*). These rankings will be used to determine the most advantageous offering(s) to the City.

2.2.3 Completeness of SOQs: Selection and award will be based on the Offeror's SOQ and other items outlined in this RFQ. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by Offerors outside the formal SOQ or additional information, if requested, will not be considered, will have no bearing on any award, and may result in the Offeror being disqualified from further consideration.

2.2.4 Opportunity for Interview: After receipt of all SOQs and prior to the determination of the award (or addition to Approved list for subsequent RFP process), the City may invite Offerors to an interview to clarify their RFQ response or to further define the SOQ. Offerors should be prepared to send qualified personnel to the City to discuss technical and contractual aspects of the SOQ. Interviews, if requested, shall be at the Offeror's expense.

2.2.5 Evaluation Committee Recommendation for Award or Shortlisted Offeror List: The Evaluation Committee will provide a written recommendation to council for any award. If it is determined to be necessary, the Evaluation Committee may develop and present a shortlist including the highest ranked Qualified Contractors to the Procurement Officer that contains the ranking and related supporting documentation for its decision. The Procurement Officer will review the recommendation to ensure its compliance with the RFQ process and criteria before concurring with the Evaluation Committee's recommendation.

Only the Offerors included in the shortlist may be invited to participate in any subsequent ITB/RFP or interviews for the good/service detailed herein. Contract award, if any, will be made through the ITB/RFP to the highest-ranking Bidder(s)/Offeror(s) who provides all required documents and successfully completes the contract negotiation process.

RFQ's may not result directly in a Contract Award. An RFQ may be Step 1 of a two-step process followed by a Request for Proposals (RFP) to be issued only to Offerors determined to be Qualified Contractors.

2.3 City's Rights Reserved

While the City has every intention to continue on to an eventual contract award as a result of subsequent ITB/RFP, issuance of the RFQ in no way constitutes a commitment by the City to award and execute a

contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

- cancel or terminate this request at any time. A notice of cancellation will be issued on the City's website. If the request is cancelled, the City will not reimburse any vendor for the preparation of their response. Responses may be returned, at Offeror's expense, upon request if unopened;
- reject any or all submissions received in response to this request;
- waive and/or amend any undesirable, inconsequential, or inconsistent provisions/ specifications of this RFQ which would not have significant impact on any submission;
- not award if it is in the best interest of the City not to proceed with contract execution;
- terminate any contract if the City determines adequate funds are not available.

SECTION 3: STATEMENT OF QUALIFICATION (SOQ)

3.0 Organization of SOQ

Each SOQ must be organized in the order set forth below. Paper Original and Copy sections shall have tabs separating each section. Each SOQ and Copies must be submitted in a sealed envelope/package. If a Cost Proposal is requested, it is to be within a separate sealed envelope within the sealed SOQ package.

Sealed SOQ envelope/package must be marked on the exterior with the following:

- Offeror's Name,
 - RFQ #,
 - RFQ Title, and
 - RFQ Response (SOQ) Due Date/Time.
1. Cover Page – Offeror's authorized official to complete, sign, and return with SOQ response;
 - a. By submitting a response to this RFQ, Offeror acknowledges and agrees that Offeror has carefully examined and fully understands the provisions and requirements of this RFQ, and hereby proposes and agrees that if Offeror's SOQ and subsequent proposal/bid are accepted, Offeror will contract with the City for this project/service.
 - b. Offerors should include a listing of any exceptions to *Sections 1, 2, and 5* (including subsections).
 2. Section 3, Statement of Qualifications – include all requested documents, information, exceptions, clarifications, etc.
 3. Appendix A, Standard Forms – Complete each of the following as directed on each form, sign, and return with SOQ response:
 - a. Disclosure Form – complete, sign, and return with SOQ response;
 - b. E-Verify, Affidavit Verifying Compliance with Illegal Immigration Reform and Enforcement Act, Contractor Affidavit only to be returned with SOQ;
 - c. W-9, Request for Taxpayer Identification Number and Certification;
 4. Additional Appendices (ONLY if applicable) – include all requested documents and information
 5. Addenda – if any addenda are formally issued by the City, Offeror must complete, sign, and return Page 1 Addendum Acknowledgement with SOQ acknowledging receipt and adherence to any changes in the RFQ.

3.1 SOQ Copies Required; Deadline for Receipt:

1. Each SOQ must be received in sealed, opaque packaging.
2. SOQs must be at the location noted below prior to the RFQ Response (SOQ) Due Date/Time **10:00 AM (EDT), on October 20, 2016**. Each RFQ response received must be delivered to this location and Time/Date stamped upon delivery.

City of Alpharetta City Hall 1 st Floor Greeter Station 2 Park Plaza Alpharetta, GA 30009 Attn: Debora Westbrook

3. Faxed or e-mailed responses to the RFQ are NOT accepted and will not be reviewed.
4. Offerors must submit the following number of SOQ copies to the address set forth on the Cover Page:
 - A. **One (1) Hard Copy Unbound** (3-ring binder OK), marked "Original" with original signatures;
 - B. **Four (4) Hard Copies Unbound** (3-ring binder OK), marked "Copy";
 - C. **One (1) CD-ROM or Flash Drive copy.**
 - a. Mark all CD's or Flash Drives with Offeror's name and RFQ name and number.
 - b. All digital files must be in either:
 - i. Microsoft Office file format or
 - ii. Portable Document Format (PDF).
 - c. Use caution in creating the electronic files. If the City is unable to open files due to data-corruption, the Offeror's SOQ may be considered incomplete.
 - d. **NOTE:** All digital copies must include exactly the same information as provided in the hard copy "Original".

3.2 City's Right to Investigate

The City may make such investigations as deemed necessary to determine the ability of the Offeror to provide the supplies and/or perform the services specified.

3.3 City's Intent

The City is requesting qualifications from firms interested in one or more of the following Recreation and Parks maintenance contracts.

- The intent is to ultimately issue three separate Invitations to Bid (ITB) or Requests for Proposals (RFP), one for each service area listed herein.
- Firms responding to this RFQ must clearly note each service area the firm intends to pursue. A firm may wish to qualify for one or more of the service areas.
- Qualification requirements must clearly substantiate a firm's ability to perform required services in each selected service area.
- Only firms that have been shortlisted through this RFQ process will be eligible to receive any of the three subsequent ITB/RFP.

3.3.1 Service Areas:

The following information is provided as an example of the level of service and maintenance required for each Service Area. More detailed information including locations will be provided in the subsequent Invitations to Bid or Requests for Proposals.

1. Parks Landscape Maintenance:

- a. Maintenance of Athletic Fields, including proper mowing, mechanical trimming, aeration, chemical application, top dressing, etc.
- b. Maintenance of other turf areas and adjacent sidewalk and path areas, including proper mowing, mechanical trimming, aeration, chemical application, top dressing, etc.
- c. Maintenance of Greenway
- d. Streetscapes bordering Parks, including proper mowing, mechanical trimming, aeration, chemical application, top dressing, etc.
- e. Playgrounds
- f. Straw and mulch beds
- g. Seasonal ornamental planting as needed, weeding, edging, mulching, pruning, fertilizing
- h. Care of perennials, shrubs, vines, trees

2. Turf Lawn, Horticultural, and Streetscape Maintenance of City Center and Surrounding Area: Intended maintenance standard consistent with Corporate Campus/Class A office development

- a. Maintenance of turf areas and adjacent sidewalk and path areas, including proper mowing, mechanical trimming, aeration, fertilizing, top dressing, etc.
- b. Streetscapes bordering and adjacent to Parks, including proper mowing, mechanical trimming, aeration, chemical application, top dressing, etc.
- c. Straw and mulch beds
- d. Seasonal ornamental planting as needed, weeding, edging, mulching, pruning, fertilizing
- e. Care of perennials, shrubs, vines, trees

3. Maintenance of Containers, Vessels, Urns, and Pots:

- a. Seasonal ornamental plantings
- b. Watering, daily as needed per seasonal requirements
- c. Chemical application
- d. Mulch
- e. Dead-heading and trash removal

3.4 Qualification Requirements

In determining the capabilities of an Offeror to perform the services specified herein, the following informational requirements must be met by the Offeror. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be brief and relevant to the goals of this project.

This portion of the SOQ shall be limited to a maximum length of six (6) single sided, letter-sized pages. Font size shall be restricted to 10 point or larger. Excessive information will not be considered favorably.

Each SOQ shall provide the following information:

3.4.1 Select one or more Service Area(s) for qualification:

- Include a cover page which has all three of the service areas in order and as presented.
- Check box or boxes for each service area of interest for qualification.
- See section 3.3 for more information concerning the three service areas.

1. ☐ Parks Landscape Maintenance
2. ☐ Turf Lawn, Horticultural, and Streetscape Maintenance of City Center and Surrounding Area
3. ☐ Maintenance of Containers, Vessels, Urns, and Pots

3.4.2 Business Profile:

Using the same cover page as in Section 3.4.1, Offeror shall specify how long the individual/company submitting the SOQ has been in the business of providing services similar to those requested in this RFQ. At a minimum, provide the following:

- A brief business profile.
- Location including physical address of office that will manage this contract, if awarded.
- Name, telephone number, and email address of the contractor's designated contact for this RFQ.

3.4.3 References:

1. Offeror shall provide a minimum of **three (3)** references for each of the service area(s) selected as requested in this Section 3.4.1.
2. The references may include any government agency or similar entity where the Offeror, preferably within the last **three (3)** years, has successfully completed each selected service.
3. At a minimum, the Offeror shall provide
 - the company name,
 - the location where the services were provided,
 - contact person(s),
 - customer's telephone number,
 - a complete description of the service type and dates the services were provided.

These references may be contacted to verify Offeror's ability to perform the services requested. The City reserves the right to use any information or additional references deemed necessary to establish the ability of the Offeror to perform the conditions of this request. Negative references may be grounds for SOQ disqualification.

3.4.4 Resumes and Experience:

Offeror shall provide:

- A brief summary of qualifications and experience on similar projects for the proposed Project Manager and for all key personnel who will be involved with any aspect of the Work.
- The duration of employment with the company must also be indicated for these individuals.

SECTION 4: EVALUATION CRITERIA

4.0 Evaluation Criteria

All SOQs received will be reviewed by the Procurement Agent to ensure that all administrative requirements of the RFQ package have been met, such as all documents requiring a signature have been signed and submitted. Failure to meet these requirements may be cause for rejection. Only responsive SOQs will be given to Evaluation Committee for further review.

The Evaluation Committee will evaluate the remaining SOQs and determine a ranking based on the information provided in *Section 3* of this RFQ. SOQs will be evaluated based on stated evaluation criteria. In ranking against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFQ responses in terms of differing quality and contractual factors. These rankings will be used to determine the most advantageous offering to the City.

Any SOQ that fails to achieve a passing ranking for any part/section for which a passing ranking is indicated will be eliminated from further consideration.

After completing the initial ranking, the Evaluation Committee may either create a shortlist made up of a grouping of the highest-ranking Offerors to proceed to the RFP process; invite Offerors to an interview to clarify their RFQ response or to further define the SOQ; or may determine to present an award recommendation to Council to the highest-ranking Offeror(s). In the event of a shortlist or the need for interviews, Offerors may be asked to arrange a site visit; may be invited for a presentation or interview; or may be asked to supply additional information for evaluation.

Alpharetta Vendor Preference (a.k.a. Local Vendor) – Evaluation Preference: Alpharetta Vendor preference of three percent (3.00%), or equivalent unit of measure, shall be provided as an evaluation criterion to any approved Alpharetta Vendor's proposal.

Experience of the firm, specific experience with similar contracts, number of years in business	50%
Location of the firm	7%
Experience of Project Manager with similar contracts; duration of employment with the company	20%
Professional references of present or prior entities for which the Contractor has performed similar services	20%
Alpharetta Vendor Preference	3%
Total Evaluation	100%

SECTION 5: TERMS AND CONDITIONS

Contract Terms and Conditions refer to the outcome but an RFQ does not necessarily result directly in a Contract Award. An RFQ may be Step 1 of a two-step process followed by an ITB or RFP to be issued only to shortlisted Offerors determined through SOQ evaluation to be Qualified Offerors.

The City's standard terms and conditions, which will be incorporated into the Contract, will be fully set forth in the subsequent ITB or RFP. The sections offered below are relevant to required information within the RFQ process. Offerors should notify the City of any Terms and Conditions that either preclude them from responding to this RFQ or add unnecessary cost. This notification must be made by the deadline for receipt of written/e-mailed questions or with the Offeror's SOQ. Any requests for material, substantive, important exceptions to the Terms and Conditions will be addressed by formal written addendum issued by the designated Procurement Agent. The City reserves the right to address any non-material, minor, and/or insubstantial exceptions to the Terms and Conditions.

5.1 Additional Contract Provisions and Terms

This RFQ, including all documents and appendices attached hereto, referenced herein and/or incorporated herein, and any addenda hereto, and the awarded Offeror's SOQ, including any amendments thereto, will be incorporated into the Contract resulting from this RFQ or any subsequent ITB/RFP (as previously set forth, all of such documents are collectively referred to as the "Contract Documents"). The Terms and Conditions do not define the total extent of the contract language that may be negotiated. In the event of a dispute as to the duties and responsibilities of the parties under any resulting contract, the contract, along with any attachments prepared by the City, will govern in the same order of precedence as listed in the contract.

5.2 Performance Prior to Contract Execution

The Qualified Offeror shall not begin performance of the project prior to the execution of a formal written contract by the City and the Offeror. Any Offeror beginning performance prior to the execution of the contract shall be deemed to be proceeding at the Offeror's risk, and shall not be entitled to any compensation for such performance. In addition, the City reserves the right to withdraw or cancel the award.

5.3 Contract Term

The Contract is for a term of five (5) years commencing [to be determined], and terminating [to be determined], as further provided for in the Contract and in accordance with O.C.G.A. § 36-60-13.

The Contract price(s) and/or rates for the above-stated contract term will remain as offered in the Contractor's Cost Proposal and accepted/awarded by the City Council. Any contract extension beyond the above-stated contract term shall be based on the same terms and conditions as the original term with the exception of the price(s) or rates. The price(s) or rates for any extended term are guaranteed for a minimum of twelve (12) months. Any increase (or decrease) in prices or rates after the above-stated term, which includes any renewal term(s), shall be limited to three percent (3%) or the Consumer Price Index (US City Average – All Items; most recent month) factor, whichever is the lesser.

For any automatic renewal of the contract required pursuant to O.C.G.A. § 36-60-13, notice of intent to not renew will be given to the Contractor in writing by the City, no less than thirty (30) days before the expiration date of the initial term of the contract.

5.4 Subcontractors and Sub-subcontractors

The highest-ranking Offeror will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors and sub-subcontractors. All subcontractors and sub-subcontractors, if any, must be listed in the SOQ. The City reserves the right to approve all subcontractors and sub-subcontractors. The Offeror shall be responsible to the City for the negligent acts and negligent omissions of all subcontractors and sub-subcontractors or agents and of persons directly or indirectly employed by such subcontractors and sub-subcontractors, and for the acts and omissions of persons employed directly by the Offeror. Further, nothing contained within this document or any contract

documents created as a result of any contract award derived from this RFQ shall create any contractual relationships between any subcontractor and the City.

5.5 General Insurance Requirements

The following is informational for this (ITB or RFP or RFQ). Upon Council approval, the awarded Contractor shall provide the City with a Certificate of Insurance to the address listed under Section 1.0 indicating the existence of the policies prior to the beginning of the contract work or term. Thereafter, a renewal certificate shall be delivered to the City at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to the City as to form or substance, or any of the carriers issuing such policies shall be or become unsatisfactory to the City, the Contractor shall deliver to the City representative upon demand a certified copy of any policy required herein for review. The Certificates of Insurance shall state that the City of Alpharetta is additionally insured.

- **Workers Compensation:** Workers Compensation \$500,000 per accident per employee with waiver of subrogation. Required documentation includes certificate from insurance company showing issuance of workmen's compensation coverage for the State of Georgia.
- **Comprehensive General Liability Insurance:**

Commercial General Liability	\$1,000,000 each occurrence
	\$1,000,000 aggregate
- **Comprehensive Auto Liability Insurance:**

Bodily Injury Liability	\$1,000,000 each occurrence
Property Damage Liability	\$ 100,000 each occurrence
- **Excess Umbrella Liability:**

Combined Single Limit Bodily Injury and / or Property Damage	\$1,000,000 each occurrence
	\$1,000,000 aggregate

Insurance; Indemnification. The awarded Offeror shall maintain the types and amounts of insurance set forth as from time to time reasonably shall be requested by the City. The awarded Offeror shall provide proof of such insurance to the City at the same time as the execution of any resulting Contract and/or purchase order, and as and when requested by the City during the term hereof. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied. The awarded Offeror shall indemnify and hold the City harmless from all claims, demands, losses, attorneys' fees and liabilities of any type or nature arising out of or related to the Offeror's, or Offeror's agents', employees' or subcontractors', negligent performance or non-performance of any resulting Contract and/or purchase order, including, but not limited to, claims for injury to person or property; provided, however, that this indemnification obligation shall not apply to claims arising from the sole negligence of the City or its employees. Nothing in this paragraph or any resulting Contract and/or purchase order shall be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third party beneficiaries.

5.6 Independent Contractor

The Offeror shall at all times be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture, or partner of the City. The Offeror shall have no authority to contract for or bind City in any manner. Neither the Offeror nor its employees are employees of the City. The Offeror shall have and maintain the responsibility for and control of the rendition of the Work (including, the services performed) under the Contract, the discipline of its employees, and other matters incident to the performance of the Work (services, duties, and responsibilities as described and contemplated in the Contract). The Offeror is required to supply the City with proof of compliance with the Workers' Compensation Act while performing work for the City. Proof of compliance must be received at the address listed under Section 1.0 with the original Bid.

5.7 Compliance with Illegal Immigration Reform and Enforcement Act

E-Verify Program:

The City of Alpharetta is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City shall not enter into a contract for the physical performance of services unless the contractor registers and participates in a federal work authorization program (E-Verify). Bidders/Offerors should include a fully executed E-Verify affidavit as part of their ITB/RFP/RFQ submission.

Requirement to Participate in a Federal Work Authorization Program (E-Verify):

- (1) Pursuant to O.C.G.A. § 13-10-91:
 - a. Public employers shall not enter into any contract for the physical performance of services within the State of Georgia unless the contractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;
 - b. Subcontractors shall not enter into any contract with a contractor for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and
 - c. Sub-subcontractors shall not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.
- (2) As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify"
<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES> operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at that website address.

Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

- (1) Public employers who enter into a contract for the physical performance of services within the State of Georgia shall include in such contract a provision stating that compliance with the requirements of O.C.G.A. § 13-10-91 are conditions of the contract.
- (2) Pursuant to O.C.G.A. §13-10-91, public employers shall include in all covered contracts a provision stating the contractor's agreement that, in the event the contractor employs or contracts with a subcontractor in connection with the covered contract, the contractor will secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. 13-10-91 by the subcontractor's execution of the subcontractor affidavit and maintain records of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of the contractor/subcontractor agreement.
- (3) Pursuant to O.C.G.A. §13-10-91, public employers shall include in all covered contracts a provision stating the contractor's agreement that, in the event the contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. 13-10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit and maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit shall become a part of the subcontractor/sub-subcontractor agreement.
- (4) All portions of contracts pertaining to compliance with O.C.G.A. 13-10-91 and these rules, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

Forms necessary to ensure compliance with this section are included under **Appendix A** and must be received at the address listed under **Section 1.0** prior to execution of any purchase order or contract.

5.8 Compliance with Laws

The Contractor shall, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. The Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

5.9 Title VI of the Civil Rights Act of 1964

The City of Alpharetta hereby gives public notice that it is the policy of the City to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. It is our policy that no person in the United States of America shall, on the grounds of race, color, national origin, sex, age, or disability be excluded from the participation in, be denied the benefits of or be otherwise subjected to discrimination under any of our programs or activities.

Any person who believes they have been subjected to unlawful discriminatory practice under Title VI has a right to file a formal complaint. Any such complaint must be filed in writing or in person with the City of Alpharetta's, Title VI Compliance Officer, within one hundred-eighty (180) days following the date of the alleged discriminatory action. Title VI Discrimination Complaint Forms may be obtained from the Title VI Compliance Officer by calling (678-297-6014) or emailing jdrinkard@alpharetta.ga.us.

5.10 Contract Termination

The City may, by written notice to the Contractor, terminate any resulting contract without cause. The City must give notice of termination to the Contractor at least 14 days prior to the effective date of termination.

APPENDIX A: STANDARD FORMS

This section contains the forms necessary to ensure compliance with various laws as described within this RFQ.

Instructions for Submitting Required Standard Forms

One completed original of each of the first three forms listed below is to be returned within the sealed Original SOQ package. It is not required to include forms in SOQ Copies.

- **Forms Required to be Returned With Every SOQ Submitted:**
 1. City of Alpharetta Disclosure Form and Certificate of Non-Collusion
 2. Affidavit Verifying Contractor Participation in Federal Work Authorization Program (E-Verify/I-9)
 3. Request for Taxpayer Identification Number and Certification (W-9)
- **Forms to be held completed and on file by Offerors/Contractors** and available to City for review upon request:
 4. Affidavit Verifying Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9) *(if using subcontractor(s) – Prime Contractor to retain on file)*
 5. Affidavit Verifying Sub-Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9) *(if using sub-subcontractor(s) – Prime Contractor to retain on file)*
- **Optional Forms**
 6. Local Vendor Certification Form
 7. Only return the Notice of 'No Bid' if relevant.

City of Alpharetta Disclosure Form and Certificate of Non-Collusion



DISCLOSURE FORM and CERTIFICATE OF NON-COLLUSION

Offeror must disclose any possible conflict of interest with any City of Alpharetta (City) elected official and/or employee and if a known relationship exists between any principal or employee of your corporation, firm, team, organization, or person and any City elected official and/or employee. Relationship may consist of financial, personal, or family relations or may be in the form of campaign contributions to elected officials.

If, to your knowledge, no relationship exists, this shall be stated in your response. Failure to disclose such a relationship (or lack thereof) may result in response being declared non-responsive and will not be considered further. If already awarded, may result in cancellation of a purchase and/or contract as a result of your response.

Check one of the following, as it applies to your firm and this request. Use additional forms if needed:

- ☐ **No known relationship exists.** *If this box checked, skip to signature and firm information at bottom of form.*
- ☐ **Relationship does exist.** *If this box checked, include the name and position of the City Official to whom a campaign contribution was made or official/employee relationship. Use a separate form for each official to whom a contribution has been made within the past two (2) years or for additional official/employee relationships.*

Elected Official name and position:	
Amount/Value of Contribution:	
Date and description of Contribution:	
List other Relationship Type and name of City Employee/Official:	

By signing this form, I certify that:

- As an officer of this firm, or per the attached letter of authorization, I am duly authorized to certify the information provided herein is accurate and true; and my firm shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.
- That the firm's response is made without prior understanding, agreement, or connection with any corporation, firm, team, organization, or person submitting a response for the same materials, supplies, equipment, opportunity, or services and is in all respects fair and without collusion or fraud. My firm understands and agrees that bid/proposal collusion is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
- That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect. O.C.G.A. 45-10-20 through 45-10-28 provide that it is unlawful for a state [City] employee to transact business with the agency by which that person is employed for himself, on behalf of a business in which the employee or his/her spouse or dependents has a substantial interest, or on behalf of anyone as agent, broker, dealer, or representative. Transacting business in defined as selling real property, personal property, or services, or purchasing surplus real or personal property.

Firm's Full Legal Name:
(PLEASE TYPE OR PRINT)

Authorized Signature:

Printed Name and Title of Person
Signing:

Date:

Firm's Address:

Contact's Email Address:

**This form must be completed in its entirety, signed by the firm's authorized signer and returned with your response in order for the response to be eligible for consideration.*

Affidavit Verifying Contractor Participation in Federal Work Authorization Program (E-Verify/I-9)



AFFIDAVIT VERIFYING CONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

GEORGIA

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization (E-Verify) User Identification Number

Date of Authorization

Name of Contractor

Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

Request for Taxpayer Identification Number and Certification

Form (Rev. December 2014) Department of the Treasury Internal Revenue Service	W-9 Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.					
Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.						
	2 Business name/disregarded entity name, if different from above						
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶ _____						
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)						
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)					
	6 City, state, and ZIP code						
	7 List account number(s) here (optional)						
Part I Taxpayer Identification Number (TIN)							
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.							
<table style="width: 100%; border-collapse: collapse;"><tr><td style="border: 1px solid black; padding: 2px;">Social security number</td></tr><tr><td style="border: 1px solid black; text-align: center; padding: 2px;">[] [] [] - [] [] - [] [] [] []</td></tr><tr><td style="text-align: center; padding: 2px;">or</td></tr><tr><td style="border: 1px solid black; padding: 2px;">Employer identification number</td></tr><tr><td style="border: 1px solid black; text-align: center; padding: 2px;">[] [] - [] [] [] [] [] [] [] []</td></tr></table>			Social security number	[] [] [] - [] [] - [] [] [] []	or	Employer identification number	[] [] - [] [] [] [] [] [] [] []
Social security number							
[] [] [] - [] [] - [] [] [] []							
or							
Employer identification number							
[] [] - [] [] [] [] [] [] [] []							
Part II Certification							
Under penalties of perjury, I certify that: - The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and - I am a U.S. citizen or other U.S. person (defined below); and - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.							
<table style="width: 100%; border-collapse: collapse;"><tr><td style="width: 15%; vertical-align: top;">Sign Here</td><td style="width: 60%; border-bottom: 1px solid black; vertical-align: bottom;">Signature of U.S. person ▶</td><td style="width: 25%; border-bottom: 1px solid black; vertical-align: bottom;">Date ▶</td></tr></table>			Sign Here	Signature of U.S. person ▶	Date ▶		
Sign Here	Signature of U.S. person ▶	Date ▶					
General Instructions							
Section references are to the Internal Revenue Code unless otherwise noted. Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9. Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: • Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1096 (home mortgage interest), 1096-E (student loan interest), 1096-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.</i> By signing the filled-out form, you: - Certify that the TIN you are giving is correct (or you are waiting for a number to be issued). - Certify that you are not subject to backup withholding, or - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See <i>What is FATCA reporting?</i> on page 2 for further information.							
Cat. No. 10231X							
Form W-9 (Rev. 12-2014)							

Affidavit Verifying Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9)



AFFIDAVIT VERIFYING SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (contractor) on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization (E-Verify) User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires

Affidavit Verifying Sub-Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9)



AFFIDAVIT VERIFYING SUB-SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (contractor) on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of receipt of any affidavit from a sub-subcontractor to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract).

Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization (E-Verify) User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires

Local Vendor Certification Form

City of Alpharetta

Local Vendor Certification Form



Finance Department
2 Park Plaza
Alpharetta, GA 30009
Phone: 678-297-6094
Fax: 678-297-6063
www.alpharetta.ga.us

The City of Alpharetta has enacted an Alpharetta Vendor Preference (a.k.a. Local Vendor Preference) which applies to all formal procurements between \$50,000.01 and \$500,000.00 excluding Public Works Construction Projects (\$100,000.00 and greater), grant funded projects, and other exceptions as set forth in Section III(E) of the Alpharetta Purchasing Policy.

Invitation to Bid (ITB): An Alpharetta Vendor will be given preference in contract award if their responsive and responsible bid is within 3% of the low-bid offered by a non-Alpharetta vendor.

Request for Proposal (RFP): An Alpharetta Vendor will be provided a preference of 3% as an evaluation criterion.

Alpharetta Vendors must submit this form with their ITB/RFP to receive the preference.

Qualifications

A person or business entity must meet ALL of the following criteria to qualify as an Alpharetta Vendor. Please check all that apply.

- Has a permanent place of business with full-time employee(s) within City limits for a minimum of six months prior to the issuance date of any formal solicitation to which the business will be responding. The permanent place of business must distribute goods/services and cannot be a post office box or a residence.
- ☐ Has a valid business license from the City.
- ☐ Is not delinquent on any taxes/fees owed to the City (e.g. property taxes, business license fees, false alarm fees, etc.).

Certification

Business/Company Name:

Current Business/Company Address:

If the business has been located at the above address for less than six months, please provide the previous physical address below.

Previous Business/Company Address:

The place of business identified above employs the following number of full-time employee(s):

--

City of Alpharetta Business License #

--

Please provide a copy of you current City of Alpharetta Occupational Tax Certificate Business Registration (a.k.a. Business License) with your ITB/RFP response.

Business Representative Approval/Contact Information

Name (print):

--

Date:

--

Position Title:

--

Phone #:

--

Signature:

E-mail:

--

This Section is for City Use Only

Qualifications Verification:

--

Date:

--

Notice of "No Bid" Form

CITY OF ALPHARETTA NOTICE OF "NO BID"



Finance Department
2 Park Plaza
Alpharetta, GA 30009
P: (678) 297-6052
F: (678) 297-6093
purchasing@alpharetta.ga.us

SOLICITATION # _____

CLOSING/DUE DATE _____

IMPORTANT NOTICE – Please read

It is important to the City of Alpharetta to receive a reply from all invited bidders. There is no obligation to submit a bid, quotation, or proposal.

INSTRUCTIONS:

If you are unable, or do not wish to participate on this bid, quotation, or proposal, please complete this form in full and forward to the City's procurement division at the contact information provided below.

State your reason for not participating by checking the applicable space(s) or by explaining briefly in the space provided. If submitting a Notice of "No Bid", it is not necessary to return any other bid/quotation/proposal information in connection with this solicitation.

1. We do not manufacture/supply the commodity _____
2. We do not manufacture/supply to the specification _____
3. Cannot handle due to present work load _____
4. Quantity/job too large _____
5. Quantity/job too small _____
6. Cannot meet delivery/completion requirements _____
7. Agreements with distributors/dealers do not permit us to sell direct _____
8. Licensing restrictions _____

Other reasons/additional comments: _____

Do you wish to bid on these goods/services in the future? Yes _____ No _____

Firm Name _____

Firm Address _____

Signature of Person Authorized to Bind this Firm _____

Date _____

Typed or Printed Name and Title _____

Phone Number and E-mail Address _____

Email, Fax, or Mail to the Procurement Agent in charge of this solicitation at the contact number/address listed in Section 1.0. Mark the correspondence as "Notice of No Bid".

APPENDIX B: DEFINITIONS OF CERTAIN TERMS

The intent and meaning of the following terms, which may be used throughout the Procurement process, shall be interpreted as follows:

Bid: the response submitted by a Bidder to an Invitation to Bid (ITB) to provide goods or services at the prices quoted.

Bidder: One who submits a response to an ITB.

Bonds:

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the bidder will not withdraw the bid. The bidder will furnish bonds in the required amount and if the contract is awarded to the bonded bidder, the bidder will accept the contract as bid, or else the surety will pay a specific amount. A Bid Deposit may be accepted in lieu of the Bid Bond.

Labor and Materials Bond (Payment Bond): A financial or contractual instrument, issued by a surety that guarantees that subcontractors will be paid for labor and materials expended on the contract. Acceptable forms of payment bonds may include cashier's check, certified check, or irrevocable letter of credit issued by a financial institution; a surety or blanket bond; United States Treasury bond; or certificate of deposit.

Performance Bond: An instrument executed, subsequent to award, by a successful bidder that protects the public entity from loss due to the bidder's inability to complete the contract as agreed. A risk mechanism that secures the fulfillment of all contract requirements. *May be referred to as a Completion Bond.*

Contract: the formal written agreement executed by the City and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work/Services and the basis of payment.

Contract Documents: collectively refer to the ITB, RFP, RFQ, or RFQC as issued by the City and including all appendices attached, referenced, and/or incorporated in the request; addenda; and Bid or proposal of awarded contractor including any amendments thereto.

Contractor: the successful Bidder or Offeror to whom (or which) a contract resulting from the ITB, RFP, RFQ, or RFQC is awarded by the City, and who (or which) has executed a formal written contract with the City to furnish goods, services, or construction for an agreed upon price.

DOAS: The State of Georgia's Department of Administrative Services.

Ineligible Vendor List: List maintained by the procurement team of vendors that are not eligible to provide any commodities or services to the City due to non-performance (see Penalties for Non-Performance section for more information). The length of time a vendor remains on the Ineligible Vendor List is dependent upon the severity of the performance problem(s), not to exceed three years

Invitation to Bid (also known as ITB, Competitive Sealed Bids, Request for Bids, or Bid): The method of procurement when the cost of goods and/or services is \$50,000.01 or greater, where there are clear and defined specifications available, and where cost is the primary basis of award. Evaluation is based solely on the response to the criteria set forth in the Bid document. This process does not include discussion or negotiations with bidders.

Legal Organ: The local newspaper selected for the posting of legal notices and advertisements for the City to reach the most citizens in an economical manner. At the time of this publication, our legal organ is the Alpharetta-Roswell Revue & News.

NIGP: National Institute of Governmental Purchasing whose mission is to develop, support and promote the public procurement profession through premier educational and research programs, professional support, and advocacy initiatives that benefit members and constituents.

Offeror: One who submits a response to a Request for Proposal (RFP).

Procurement Agent: Procurement team member representing the primary public contact for these procurement processes: facilitating, issuing, and receiving Bids, Proposals, and Statements of Qualifications.

Procurement Officer: Finance Director or his/her designee.

Project: the entire services, function, construction, work product, Improvement, repairs, deliverables, and/or goods to be performed, provided, and/or supplied as set forth in the ITB, RFP, RFQ, or RFQC and the Contract Documents and as generally described in the title to this ITB, RFP, RFQ, or RFQC.

Proposal: a document submitted by an Offeror in response to an RFP to be used as the basis for evaluation, for negotiations, for entering into a contract.

Request for Proposals (also called Formal Sealed Proposal, RFP or Proposal): The method of procurement when the cost of goods and/or services is \$50,000.01 or greater and where the Competitive Sealed Bid method is neither practical nor advantageous and cost is not the primary consideration. This process does provide for the negotiation of terms, including price, prior to contract award.

Request for Qualified Contractors (also called Request for Qualifications, RFQC, or RFQ): The Formal Request for Qualified Contractors is a prequalification process used to obtain statements of qualifications from contractors prior to issuing the solicitation. An RFQC is often Step 1 of a two-step process followed by an RFP or ITB to be issued only to Providers/Suppliers determined to be Qualified Providers/Suppliers.

Responsible: The contractor has the capacity in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, facilities, equipment, and credit which will assure good faith performance. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

Responsive: The contractor has submitted a Bid/Proposal that conforms in all material respects to the requirements stated in the solicitation document, including all form and substance.

Scope of Work/Project: A detailed, written description of the contractual requirements for materials and services contained within a Competitive Sealed Bid/ Request for Proposal. A well-conceived and clearly written scope serves many purposes including:

- Establishing a clear understanding of what is needed;
- Encouraging competition in the marketplace and promoting economic stimulus;
- Satisfying a critical need of government; and
- Obtaining the best value for the taxpayer.

Specifications: A precise description of the physical or functional characteristics of a product, good, or construction item. A description of goods and/or services. A description of what the purchaser seeks to buy and what a bidder must be responsive to in order to be considered for award of a contract. Specifications generally fall under the following categories: design, performance, combination (design and performance), brand name or approved equal, qualified products list and samples. May also be known as a purchasing description.

Statement of Qualifications (also called SOQ): Response to an RFQC which includes the qualifications of the contractor to provide or supply the requested services.

Work: the furnishing of all labor, materials, equipment, superintendence, and other incidentals necessary or convenient to the successful completion of the Project, including the performance of all services and requirements set forth in the ITB, RFP, RFQ, or RFQC hereof as the Scope of Work or Specification (in accordance with the specifications provided therein), and the carrying out of all obligations, duties, and responsibilities imposed by the Contract Documents in the provision thereof.



City Council Meeting STAFF REPORT

Submitting Department: Finance
Submitted By: Thomas Harris
Meeting Date: February 6, 2017

I. AGENDA ITEM TITLE: DISCUSSION OF FINANCIAL AUDIT REPORTS

II. RECOMMENDATION:

Discuss and accept financial audit reports as presented by Mauldin & Jenkins, CPAs, LLC.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

The Finance Department has issued the City of Alpharetta's Comprehensive Annual Financial Report (CAFR) for the Fiscal Year Ended June 30, 2016.

A partner of Mauldin and Jenkins, LLC, will present the reports at the council meeting. The Finance Department has submitted the CAFR to the Government Finance Officers Association (GFOA) with the intent that such report will again be recognized with the prestigious Certificate of Achievement for Excellence in Financial Reporting. The CAFR was also timely submitted to all applicable state and regulatory bodies.

Some of the financial highlights of the General Fund are as follows:

- The fund balance of the City's General Fund increased by \$3,704,302 during Fiscal Year 2016. Due to conservative budgeting practices, this increase is substantially more than was strategically forecasted as part of our budget. As Council approved the use of fund balance for capital outlay, fund balance was forecasted to decrease by \$5,018,236. The increase is a result of: operating revenues exceeding expenditures by \$10,049,000; net transfers-out of \$6,513,242 (\$8,943,236 for capital outlay less transfers-in from Hotel/Motel Tax Fund for \$2,429,994); and other sources such as proceeds from the sale of capital assets for \$168,544.
- Revenues of \$62,480,111 exceeded amount budgeted by \$5,780,455. Specific revenue variances include the following: property taxes (\$1,971,990 greater than budget); business taxes (\$554,204 greater than budget); licenses and permits (\$1,737,771 greater than budget); charges for services (\$853,287 greater than budget); fines and forfeitures (\$568,218 less than budget); and other taxes (\$641,685 greater than budget). Other financing sources also came in favorably (\$210,136), primarily from Hotel/Motel taxes (Transfers In).

- Expenditures came in well under budget, at \$52,431,111 with \$2,305,876 of the budgetary appropriation unspent. Management continues to work with department heads to ensure only necessary purchases are made, and to ensure all departments do not exceed budget appropriations, which creates a budget conscious atmosphere throughout the City.
- From a year to year operational perspective, total revenues increased by \$3,505,748. Major revenue variances include the following: increase in property taxes due to a combination of general growth in the property tax base coupled with new construction; increase in business taxes due to growth in financial institution taxes and insurance premium taxes; increase in other taxes due to growth in intangibles taxes and real estate transfer taxes; increase in licenses and permits due to continued growth in construction and building permit activity; increase in charges for services due primarily to growth in planning and development related fees resulting from increased real estate development activity; offset partially through reductions in fines and forfeitures due to reduced municipal court fines (reduction in overall citation numbers) and the cessation of the red light camera program while program parameters (e.g. technology partners as well as camera locations) are reviewed.
- Total expenditures increased by \$1,615,567 (3.2%) from the prior year primarily due to the following growth drivers: (1) general salary growth; (2) increases in healthcare costs; (3) increases in overtime, seasonal/temporary salaries, and general benefits.

V. ALTERNATIVES:

N/A

VI. ATTACHMENTS:

Auditor's Annual Audit Agenda, CAFR (available on Web; printed upon request)

City of Alpharetta, Georgia



Auditors' Discussion & Analysis *June 30, 2016*

Presented by:

**MAULDIN
& JENKINS**

CITY OF ALPHARETTA, GEORGIA

Auditors' Discussion & Analysis

June 30, 2016

PURPOSE OF AUDITORS' DISCUSSION & ANALYSIS

- ◆ Engagement Team.
- ◆ Overview of:
 - Independent Auditor's Report;
 - Financial Statements and Footnotes and Supplementary Information;
and
 - Compliance Report.
- ◆ Required Communications under Government Auditing Standards.
- ◆ Accounting Recommendations and Related Matters.
- ◆ Answer Questions.



CITY OF ALPHARETTA, GEORGIA

Auditors' Discussion & Analysis

June 30, 2016

MAULDIN & JENKINS – GOVERNMENTAL PRACTICE

General Information:

- Founded in 1920.
- Large regional firm serving the Southeastern United States.
- Offices located in Macon, Atlanta, Albany, Chattanooga, Bradenton, and Birmingham.
- Approximately 260 personnel are employed at Mauldin & Jenkins.

Governmental Sector:

- Largest specific industry niche served by Firm representing 25% of Firm practice.
- Serve more governmental entities in the Southeast than any other certified public accounting firm requiring over 70,000 hours of service on an annual basis.
- Approximately 90 professional staff persons with current governmental experience.
- In the past three (3) years, have served approx. 300 governments in the Southeast, including:
 - ✓ 75 cities;
 - ✓ 40 counties;
 - ✓ 40 school systems (8 of the 10 largest in Georgia and 9 of the 30 largest in Georgia and Florida combined) and 20 charter schools;
 - ✓ 30 state entities;
 - ✓ 115 special purpose entities (stand-alone entities: water/sewer, transit, gas, electric, airports, housing, development, other educational, retirement, libraries, etc.); and
 - ✓ 78 governments receiving the GFOA's Certificate of Achievement for Excellence in Financial Reporting.
- Auditor of a substantial part of the state of Georgia including approximately 30% of the State's General Fund, and a substantial number of the state of Georgia's component units.
- Experience performing forensic audit services and information technology consultations.
- Experience performing municipal bond debt issuance attestation services serving clients with over \$8.7 billion in aggregate publicly issued debt instruments.
- 10th highest level of Single Audits conducted in U.S.A. approximating \$8.0 billion annually.

Engagement Team Leaders for City of Alpharetta, Georgia Include:

- James Bence, Engagement Partner – 14 years' experience, 100% governmental
- Joel Black, Quality Control Partner – 24 years' experience, 100% governmental
- Brandon Lee, Engagement In-Charge – 3 years' experience, 100% governmental

CITY OF ALPHARETTA, GEORGIA

Auditors' Discussion & Analysis

June 30, 2016

MAULDIN & JENKINS – ADDITIONAL INFORMATION

Other Industries & Services by Mauldin & Jenkins:

Each of Mauldin & Jenkins' offices provides a wide variety of services to a broad range of clientele. We have partners and managers who are responsible for specialized practice areas of auditing and accounting, taxes and management advisory services. Their purpose, as leaders in the particular practice area, is to establish policies with respect to technical matters in these specific areas and ensure that the quality of the Firm's practice is maintained.

Industries Served: Over the years our partners have developed expertise in certain industries representative of a cross section of the Georgia economy, including:

- Governmental Entities (state entities, cities, counties, school systems, business type operations, libraries, and other special purpose entities)
- SEC Registrants
- Wholesale Distribution
- Agri-Businesses
- Manufacturing
- Professional Services
- Employee Benefit Plans
- Financial Institutions (community banks, savings & loans, thrifts, credit unions, mortgage companies, and finance companies)
- Non-Profit Organizations
- Retail Businesses
- Long-term Healthcare
- Construction & Development
- Individuals, Estates and Trusts
- Real Estate Management

Services Provided: This diversity of practice enables our personnel to experience a wide variety of business, accounting and tax situations. We provide the traditional and not-so-traditional services such as:

- Financial Audit/Review/Compilation
- Compliance Audits & Single Audits
- Agreed-Upon Procedures
- Forensic Audits
- Bond Issuance Services
- Performance Audits
- State Sales Tax Matters
- International Tax Matters
- Business & Strategic Planning
- Profitability Consulting
- Budgeting
- Buy-Sell Agreements & Business Valuation Issues
- Income Tax Planning & Preparation
- Multi-State Income Tax Issues
- Information Systems Consulting
- Cost Accounting Analysis
- Healthcare Cost Reimbursement
- Outsourced Billing Services
- Fixed Asset Inventories
- Succession & Exit Strategy Consulting
- Estate Planning
- Management Information Systems
- Employee Benefit Plan Administration
- Merger/Acquisition & Expansion Financing

CITY OF ALPHARETTA, GEORGIA

Auditors' Discussion & Analysis

June 30, 2016

INDEPENDENT AUDITOR'S REPORT

The standard independent auditor's report for governmental units has specific sections of significance to readers of the financial report.

Management's Responsibility for the Financial Statements

The financial statements are the responsibility of the City of Alpharetta, Georgia's (the "City") management and Council Members.

Auditor's Responsibility

Our responsibility, as external auditors, is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issue by the Comptroller General of the United States. We planned and performed our audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

Opinion

We have issued an unmodified audit report (i.e. "clean opinion"). The financial statements of the City are considered to present fairly the financial position and results of operations as of, and for the year ended June 30, 2016.

Emphasis of Matter

The financial statements reflect the implementation of certain new pronouncements, and our opinion(s) is/are not modified with respect to them.

Other Matters

Certain required supplementary information and other information is included in the financial report, and as directed by relevant auditing standards, we have not expressed an opinion or provided any assurance on the respective information.

Other Reporting

Government Auditing Standards require auditors to issue a report on our consideration of internal control over financial reporting and on our tests of compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. We have issued such a report and reference to this report is included in the independent auditor's report.

CITY OF ALPHARETTA, GEORGIA

Auditors' Discussion & Analysis

June 30, 2016

REVIEW OF COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR)

General Information About the CAFR

A Comprehensive Annual Financial Report (CAFR) goes beyond the normal financial reporting required by accounting principles generally accepted in the United States. A CAFR includes at a minimum the following elements/sections:

- **Introductory Section:** general information on the City's structure and the services it provides.
 - Letter of Transmittal
 - Organizational Chart
 - Directory of Officials
 - Certificate of Achievement for Excellence in Financial Reporting
- **Financial Section:** basic financial statements, footnotes and required supplementary information along with the auditor's report.
 - Independent Auditor's Report
 - Management Discussion & Analysis (MD&A)
 - Financial Statements and Footnotes
- **Statistical Section:** broad range of financial, demographic information useful in assessing the City's economic condition, and this information covers multiple years.
 - Financial Trends Information
 - Revenue Capacity Information
 - Debt Capacity Information
 - Operating Information

In the end, a CAFR goes far beyond the basic requirements of annual financial reporting, and the City should be commended for going beyond the minimum and providing such a report each year.

CITY OF ALPHARETTA, GEORGIA

Auditors' Discussion & Analysis

June 30, 2016

REVIEW OF COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR)

Recognition and Award

Once completed, the fiscal year 2015 CAFR was submitted to the Government Finance Officers Association (GFOA) for determination if the report would merit the GFOA's Certificate of Achievement for Excellence in Financial Reporting. We are happy to inform everyone that the GFOA did indeed review the CAFR and awarded the City with the sought after Certificate.

The GFOA Certificate has been made a part of the City's 2016 fiscal year CAFR, and is included in the Introductory Section.

It should be noted that the City is one of the few local governments in the State of Georgia to obtain the GFOA Certificate of Achievement for Excellence in Financial Reporting. Most local governments do not attempt to report at such a high level.



CITY OF ALPHARETTA, GEORGIA

Auditors' Discussion & Analysis

June 30, 2016

OVERVIEW OF FINANCIAL STATEMENTS

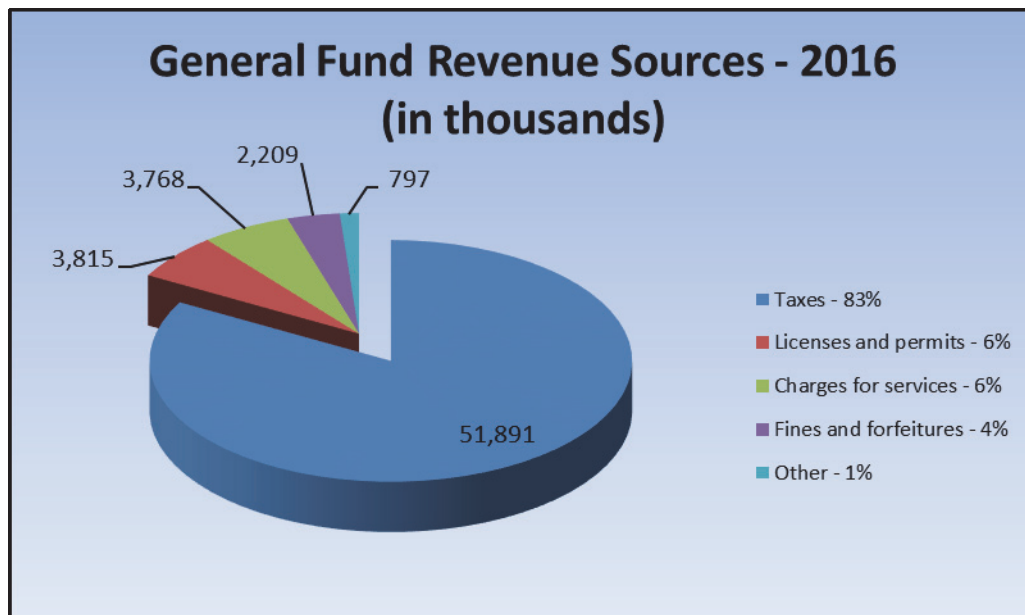
The City's basic financial statements include three components: (1) government-wide financial statements; (2) fund financial statements; and (3) notes to the financial statements.

The **government-wide financial statements** provide a broad overview of all of the City's funds as well as its discretely presented component unit – City of Alpharetta Development Authority. The *Statement of Net Position* presents information on all assets and liabilities of the City, with the difference between the two reported as net position. The *Statement of Activities* presents information showing how the City's net position changed during the most recent fiscal year. Revenues are categorized as program revenues or general revenues. Expenses are categorized by function.

The **fund financial statements** more closely resemble the financial statements as presented prior to the adoption of GASB Statement No. 34. All of the funds of the City can be divided into three categories: governmental funds and business-type funds.

General Fund (in thousands)

Of primary interest to the City is the **General Fund**, which accounts for the majority of revenues received and funds expended in the operations of the City, including general government activities, public safety, public works, community development, culture and recreation, and debt service. The following charts present the sources of revenues and the expenditures of the General Fund for the fiscal year ended June 30, 2016:

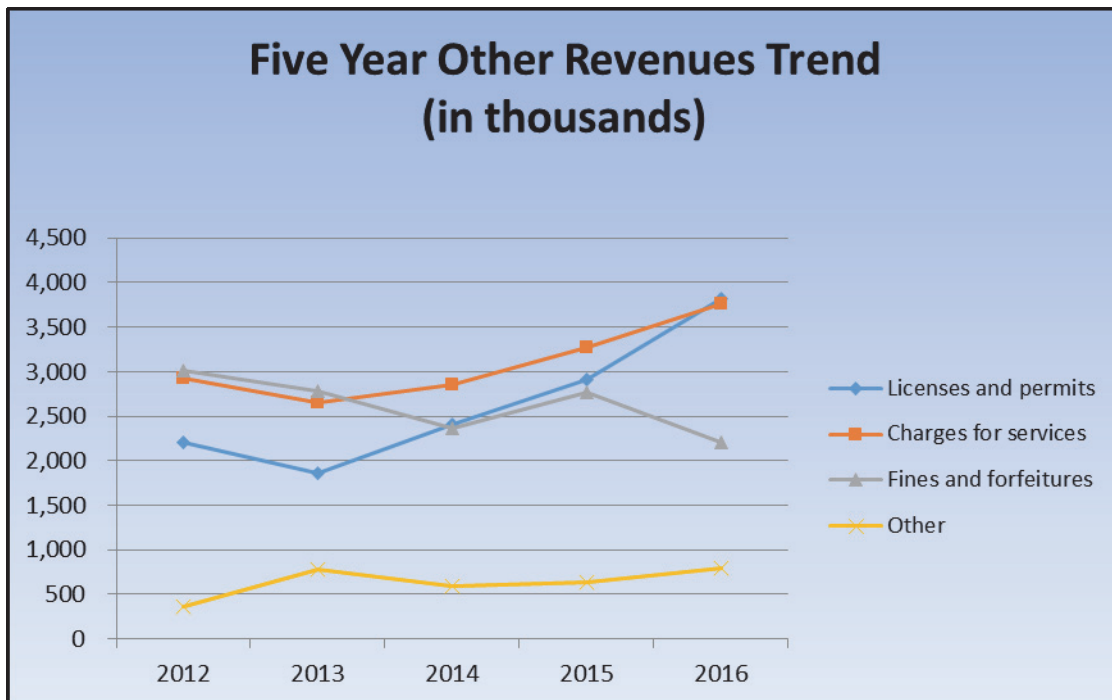
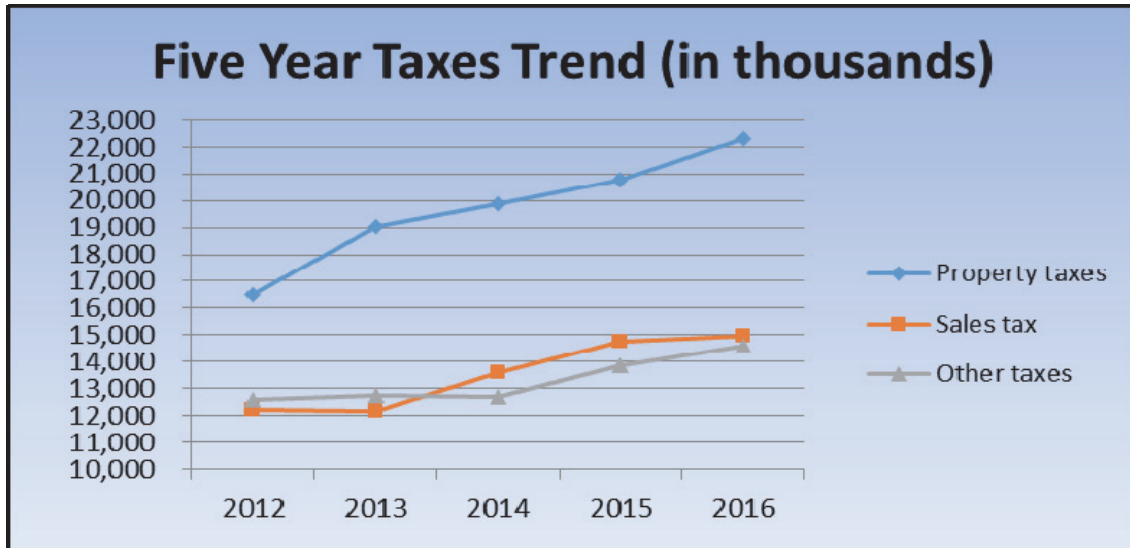


CITY OF ALPHARETTA, GEORGIA

Auditors' Discussion & Analysis

June 30, 2016

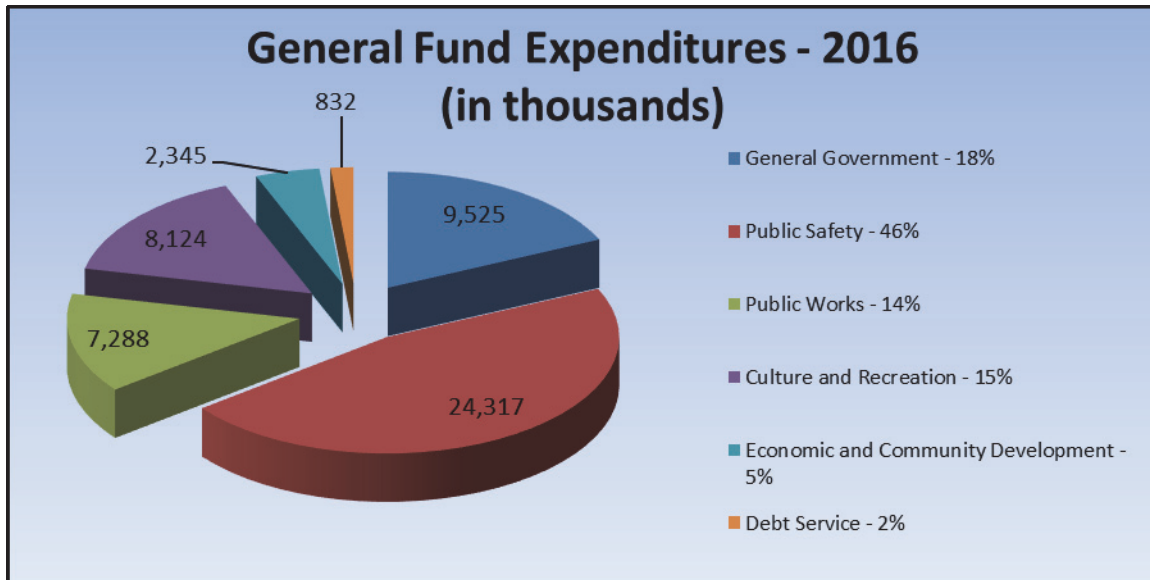
Total General Fund revenues for the fiscal year ended June 30, 2016 were \$62,480,000. Revenues of the prior year were \$58,974,000. The most significant variance was an increase in tax revenues of approximately \$2,493,000. Below is a trending of the City's General Fund revenues over the past five (5) years.



CITY OF ALPHARETTA, GEORGIA

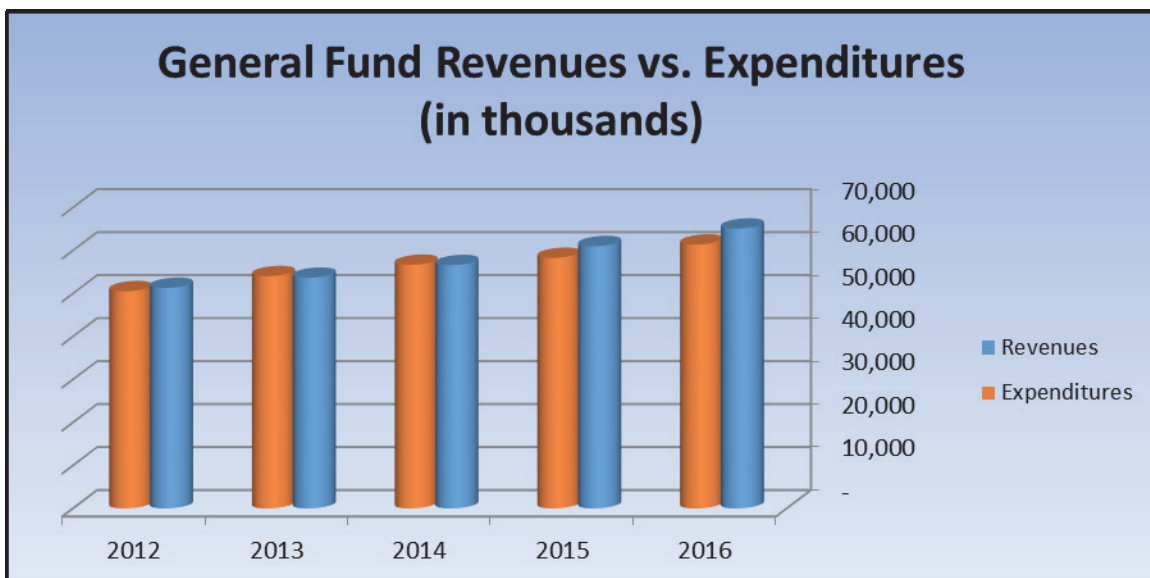
Auditors' Discussion & Analysis

June 30, 2016



Total expenditures during the year ended June 30, 2016 were \$52,431,000. Expenditures of the prior year were \$50,821,000. This was an increase of \$1,610,000 or 3.17%.

More detailed explanations of variances can be found in the Management's Discussion and Analysis section of the financial statements. An analysis of General Fund revenues and expenditures for each of the last five fiscal years is as follows. It should be noted that other financing sources, such as transfers in and proceeds of debt, are included with the revenues. Other financing uses, such as transfers out, are included with the expenditures.

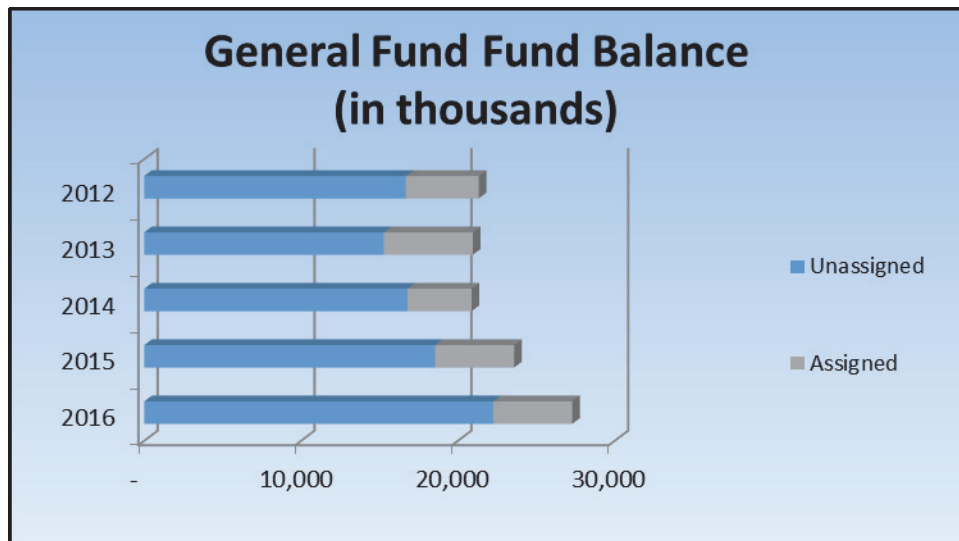


CITY OF ALPHARETTA, GEORGIA

Auditors' Discussion & Analysis

June 30, 2016

Fund balance of the General Fund at June 30, 2016 was \$27,290,000, an increase from the prior year balance which was \$23,586,000. It is important to note that fund balance does not necessarily equate to funds on hand available to spend. Fund balance is the difference between assets and, deferred inflows of resources, liabilities and deferred outflows of resources, only some of which is cash and investments. Additionally, certain amounts of fund balance are assigned (22.23%). This leaves the remaining 77.77% of the City's fund balance at June 30, 2016 as unassigned.



Other Governmental Funds

The City also maintains five (5) *special revenue funds*. These funds account for revenues derived from specific sources which are legally restricted to finance particular functions or activities. *Debt service funds* are used to account for the accumulation of resources for payment of the City's long-term debt. The City maintains one (1) debt service fund. *Capital projects funds* are used to account for revenues and expenditures related to the renovation and/or construction of major capital assets. Three (3) capital projects funds are maintained by the City.

Business-Type Funds

The City maintains one (1) *enterprise fund*, which is used to account for operations in a manner similar to private business enterprises. The enterprise fund maintained is the Solid Waste Fund.

The City also maintains one (1) *internal service fund* which is used to account for programs and services for the benefit of the employees of the City. The internal service fund maintained is the Risk Management Fund.

CITY OF ALPHARETTA, GEORGIA

Auditors' Discussion & Analysis

June 30, 2016

Trust Funds

The City maintains two (2) *trust funds*, which are used to account for employee retirement activities of the City. The trust funds maintained are the Pension Trust Fund and the Other Postemployment Benefits (OPEB) Fund.

REVIEW OF FINANCIAL STATEMENTS & FOOTNOTES

Statement of Net Position

Assets:

The City's assets recognized an increase during the year ended June 30, 2016. Assets and deferred outflows of resources increased \$47,077,831 or 115.24% from \$308,977,299 to \$356,055,130. This increase can be attributed to the increase in restricted cash equivalents and the increase in the capital assets.

Liabilities:

The City's liabilities and deferred inflows of resources increased during the year ended June 30, 2016. Total liabilities and deferred inflows of resources increased from \$76,743,809 to \$108,149,360. The increase is primarily attributed to the increase recorded in note payable on the development authority.

Net Position:

The City's equity position increased from \$228,798,242 to \$247,905,770. This increase is reconciled on the City's "Statement of Revenues, Expenses and Changes in Net Position". It should be noted that a very large portion of the City's net position is the net investment in capital assets. While the City is reflecting \$247,905,770 in net position (or equity), only \$23,467,368 is unrestricted and considered available for operations. In the end, the statement of net position reflects the fact that the City has invested heavily in itself over the history of the organization.

Statement of Activities

Total revenues of the City increased from \$79,375,643 to \$99,478,724. This represents an increase of 25.3%. Total expenses of the City decreased from \$80,399,136 to \$80,361,196. This represents a decrease of 0.01%.

CITY OF ALPHARETTA, GEORGIA

Auditors' Discussion & Analysis

June 30, 2016

Footnotes

Note I – Significant Accounting Policies

This footnote discusses the overall organization of the City and the nature of its operations. This note also discloses pertinent information regarding the governing body of the City.

This footnote continues by sharing with a reader of the financial statements the significant accounting policies and principles utilized in the preparation of the financial statements.

Note II – Reconciliation of Government-wide Financial Statements and Fund Financial Statements

This footnote provides additional detailed information that is not already shown within the financial statements themselves, on the differences between the City's fund level financial statements and its government-wide financial statements.

Note III – Stewardship, Compliance, and Accountability

This footnote discloses the City's procedures in establishing its annual budget and discloses the City's excesses of actual expenditures over appropriations for the year.

Note IV A – Deposits and Investments

This disclosure addresses common deposit and investment risks related to credit risk, concentration of credit risk, and interest rate risk.

Note IV B – Receivables

This footnote discloses the City's property tax calendar and detailed information on various receivable (and allowances for doubtful receivables) balances.

Note IV C – Capital Assets

This footnote discloses the City's capital asset activity and its related accumulated depreciation for the year.

CITY OF ALPHARETTA, GEORGIA

Auditors' Discussion & Analysis

June 30, 2016

Footnotes (continued)

Note IV D – Interfund Receivables, Payables, and Transfers

This footnote discloses detailed information on the City's interfund balances and transfers and the purpose for these balances and transactions.

Note IV E – Long-Term Debt

This footnote discloses the City's long-term debt activity for the year, and other information and maturities for this long-term debt.

Note V A – Risk Management

This footnote discloses the City's various risks of loss and the measures the City has taken to mitigate those potential losses.

Note V B – Contingent Liabilities

This footnote discloses any contingent liabilities of the City.

Note V C – Related Organizations

This footnote discloses any related organizations of the City and discloses the significance of the relation.

Notes V D – Joint Venture

These footnotes disclose the City's relationship with the Atlanta Regional Commission.

Note V E – Retirement Plans

These footnotes disclose the details of the City's Defined Benefit Pension Plans and Deferred Compensation Plan.

Note V F – Other Postemployment Benefits

These footnotes disclose the details of the City's Other Postemployment Benefits Plan.

CITY OF ALPHARETTA, GEORGIA

Auditors' Discussion & Analysis

June 30, 2016

Footnotes (continued)

Note V G – Hotel/Motel Lodging Tax

This footnote discloses the City's tax rate for hotel/motel taxes, along with the amounts and nature of these revenues and expenditures.

Note V H – Subsequent Events

This footnote discloses significant bond issuances which the City has issued, subsequent to the fiscal year end.

CITY OF ALPHARETTA, GEORGIA

Auditors' Discussion & Analysis

June 30, 2016

COMPLIANCE REPORT

The financial report package contains two (2) compliance reports.

Yellow Book Report: The first compliance report is a report on our tests of the City's internal controls and compliance with laws, regulations, etc. The tests of internal controls were those we determined to be required as a basis for designing our financial statement auditing procedures. Such tests also considered the City's compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. In accordance with the respective standards, the report is **not** intended to provide an opinion, but to provide a form of negative assurance as to the City's internal controls and compliance with applicable rules and regulations.

Single Audit Report: The second compliance report is a report on our tests of the City's internal controls and compliance with laws, regulations, etc. relative to certain Federal grant programs and the respective expenditures. Our tests were performed on the City's major programs (as defined by the relevant Federal guidelines), and were not applied to each and every Federal grant expended by the City. In accordance with the respective standards, we did provide an unmodified (or positive) opinion on the City's compliance based on our audit. However, we were not required to provide an opinion on the relevant internal controls, but to provide a form of negative assurance on such controls.

REQUIRED COMMUNICATIONS

The Auditor's Responsibility Under Government Auditing Standards and Auditing Standards Generally Accepted in the United States of America

Our audit of the financial statements of City of Alpharetta, Georgia (the "City") for the year ended June 30, 2016 was conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether caused by error, fraudulent financial reporting or misappropriation of assets. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. Accordingly, the audit was designed to obtain reasonable, rather than absolute, assurance about the financial statements. We believe our audit accomplishes that objective.

CITY OF ALPHARETTA, GEORGIA

Auditors' Discussion & Analysis

June 30, 2016

In accordance with *Government Auditing Standards*, we have also performed tests of controls and compliance with laws and regulations that contribute to the evidence supporting our opinion on the financial statements. However, they do not provide a basis for opining on the City's internal control or compliance with laws and regulations.

Accounting Policies

Management has the ultimate responsibility for the appropriateness of the accounting policies used by the City. There are several new accounting standards which will be required to be implemented in the coming years. These are discussed later in this document.

In considering the qualitative aspects of the City's accounting policies, we did not identify any significant or unusual transactions or significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus. The City's policies relative to the timing of recording of transactions are consistent with GAAP and typical government organizations.

Management Judgments and Accounting Estimates

Accounting estimates are an integral part of the preparation of financial statements and are based upon management's current judgment. The process used by management encompasses their knowledge and experience about past and current events and certain assumptions about future events. Management has informed us they used all the relevant facts available to them at the time to make the best judgments about accounting estimates and we considered this information in the scope of our audit. We considered this information and the qualitative aspects of management's calculations in evaluating the City's significant accounting policies. Estimates significant to the financial statements include such items as: the estimated lives of depreciable assets; actuarial assumptions and concepts relative to the benefit plans; deferred revenues; valuation of financial and non-financial instruments; the estimated incurred-but-not-reported liabilities; conservation commitments; extraordinary items; and the estimated allowance for uncollectible accounts.

Financial Statement Disclosures

The footnote disclosures to the financial statements are also an integral part of the financial statements. The process used by management to accumulate the information included in the disclosures was the same process used in accumulating the financial statements and the accounting policies described above are included in those disclosures. The overall neutrality, consistency, and clarity of the disclosures was considered as part our audit and in forming our opinion on the financial statements.

CITY OF ALPHARETTA, GEORGIA

Auditors' Discussion & Analysis

June 30, 2016

Significant Difficulties Encountered in Performing the Audit

We encountered no difficulties in dealing with management relating to the performance of the audit.

Audit Adjustments

During our audit of the City's basic financial statements as of and for the year ended June 30, 2016, we recorded certain audit adjustments. These audit adjustments have been delivered to and discussed with management. Additionally, we have provided these adjustments as an attachment to this document for your review and discussion.

Uncorrected Misstatements

We had one passed adjustment which was determined by management to be immaterial to the financial statements of the City. Details of this uncorrected misstatement is attached to this document for your review and discussion.

Disagreements with Management

We encountered no disagreements with management over the application of significant accounting principles, the basis for management's judgments on significant matters, the scope of the audit or significant disclosures to be included in the financial statements.

Representation from Management

We requested written representations from management relating to the accuracy of information included in the financial statements and the completeness and accuracy of various information requested by us, during the audit. Management provided those written representations without a problem.

Management's Consultations with Other Accountants

We are not aware of any consultations management had with other accountants about accounting or auditing matters.

Independence

We are independent of the City, and all related organizations, in accordance with auditing standards promulgated by the American Institute of Public Accountants and *Government Auditing Standards*, issued by the Comptroller General of the United States.

CITY OF ALPHARETTA, GEORGIA

Auditors' Discussion & Analysis

June 30, 2016

Significant Issues Discussed With Management

There were no significant issues discussed with management related to business conditions, plans, or strategies that may have affected the risk of material misstatement of the financial statements. We are not aware of any consultations management had with us or other accountants about accounting or auditing matters. No major issues were discussed with management prior to our retention to perform the aforementioned audit.

Other Information in Documents Containing Audited Financial Statements

We are not aware of any other documents that contain the audited basic financial statements. If such documents were to be published, we would have a responsibility to determine that such financial information was not materially inconsistent with the audited statements of the City.



CITY OF ALPHARETTA, GEORGIA

Auditors' Discussion & Analysis

June 30, 2016

ACCOUNTING RECOMMENDATIONS AND RELATED MATTERS

Recommendations for Improvement and Other Matters

During our audit of the financial statements as of and for the year ended June 30, 2016, we noted some areas within the accounting and internal control systems that we believe can be improved. We noted certain items management should consider as part of its decision making process. Further, we noted other matters which we wish to communicate to you in an effort to keep the City abreast of accounting matters that could present challenges in financial reporting in future periods. Our recommendations and proactive thoughts and communications are presented in the following paragraphs.

Items Cited in the City's Financial Statements as a Significant Deficiency

Capital Asset Reporting

A misstatement was detected in the reporting of the current year additions to the City's capital asset balances. During our testing of the City's capital assets, we found that a construction in progress cost was not properly capitalized into the City's subsidiary ledger. An adjustment was made during the City's close-out process to properly accrue the project expenditure which was incurred in June 2016 as a liability and expenditure as of year-end; however, the adjustment was not picked up in the capital asset subsidiary ledger. An audit adjustment of approximately \$1,039,000 was needed to correctly report capital asset balances for the City's governmental capital assets. We recommend the City carefully review expenditures/expenses which are reported during the fiscal year as well as throughout the fiscal year-end close-out process to ensure the capital assets are properly reported.

Management Recommendations

We have discussed various matters with management pertaining to operations and controls including, but not limited to:

Schedule of Expenditures of Federal Awards - During our testing of the Schedule of Expenditures of Federal Awards (SEFA), we noted the City originally included expenditures which were funded with federal, state, and local dollars, thereby, overstating the total federal expenditures by \$2,125,825. We recommend management to develop and implement a policy to ensure proper tracking of federal expenditures separate from other grant expenditures.

Grant Reimbursements - During our testing of the City's Big Creek Greenway project, we noted the original Georgia Department of Transportation grant award was made to fund \$800,000 or 80% of the anticipated \$1,000,000 total project costs. However, since the grant award, project estimates have been reduced to approximately \$871,000. During our testing, we noted the City is currently seeking reimbursement for the project based on federal funding of \$800,000;

CITY OF ALPHARETTA, GEORGIA

Auditors' Discussion & Analysis

June 30, 2016

however, the grant award explicitly requires the City to make a minimum project contribution of 20%. We recommend the City carefully track the project cost and total federal contribution to ensure the City does not over draw the federal program based on current project estimates.

Budgets - State of Georgia law (OCGA 36-81-3) states that each unit of local government shall adopt and operate under an annual balanced budget for the general fund, each special revenue fund, and each debt service fund in use by the local government. The annual balanced budget shall be adopted by ordinance or resolution and administered in accordance with this article. During our review of budgets schedules, we noted the budget for the debt service fund was not balanced as required by State law. We recommend management to implement procedures to ensure that budgets are adopted in compliance with State law.

Other Matters for Communication to the Board and Management

During our audit of the financial statements as of and for the year ended June 30, 2013, we noted other matters which we wish to communicate to you in an effort to keep the City abreast of accounting matters that could present challenges in financial reporting in future periods.

1) New Governmental Accounting Standards Board (GASB) Pronouncements



As has been the case for the past 10 years, GASB has issued several other new pronouncements which will be effective in future years. The following is a brief summary of the new standards:

- a) **Statement No. 72, *Fair Value Measurement and Application*** was issued in February of 2015, and is effective for financial statements for periods beginning after June 15, 2015 resulting in the City's fiscal year ending June 30, 2016.

This statement addresses accounting and financial reporting issues related to fair value measurements. The definition of ***fair value*** is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. This statement provides guidance for determining a fair value measurement for financial reporting purposes, and also provides guidance for applying fair value to certain investments and disclosures related to all fair value measurements.

This statement generally requires investments to be measured at fair value. An *investment* is defined as a security or other asset that: (a) a government holds primarily for the purpose of income or profit, and (b) has a present service capacity based solely on its ability to generate cash or to be sold to generate cash. Investments not measured at fair value continue to include, for example, money market investments, 2a7-like external investment pools, investments in life insurance contracts, common stock meeting the criteria for applying the equity method, unallocated insurance contracts,

CITY OF ALPHARETTA, GEORGIA

Auditors' Discussion & Analysis

June 30, 2016

and synthetic guaranteed investment contracts. A government is permitted in certain circumstances to establish the fair value of an investment that does not have a readily determinable fair value by using the net asset value per share (or its equivalent) of the investment.

This statement requires measurement at acquisition value (an entry price) for donated capital assets, donated works of art, historical treasures, and similar assets and capital assets received in a service concession arrangement. These assets were previously required to be measured at fair value.

This statement requires disclosures to be made about fair value measurements, the level of fair value hierarchy, and valuation techniques. Governments should organize these disclosures by type of asset or liability reported at fair value. It also requires additional disclosures regarding investments in certain entities that calculate net asset value per share (or its equivalent).

- b) Statement No. 73, *Accounting and Financial Reporting for Pensions and Related Assets That Are Not Within the Scope of GASB Statement No. 68*** was issued in June of 2015, and is effective for financial statements for periods beginning after June 15, 2015 resulting in the City's fiscal year ending June 30, 2016.

The objective of this statement is to improve the usefulness of information about pensions included in the general purpose external financial reports of state and local governments for making decisions and assessing accountability. This statement results from a comprehensive review of the effectiveness of existing standards of accounting and financial reporting for all postemployment benefits with regard to providing decision-useful information, supporting assessments of accountability and inter-period equity, and creating additional transparency.

The requirements of this statement will improve financial reporting by establishing a single framework for the presentation of information about pensions, which will enhance the comparability of pension-related information reported by employers and non-employer contributing entities.

This statement establishes requirements for defined benefit pensions that are not within the scope of Statement No. 68, *Accounting and Financial Reporting for Pensions*, as well as for the assets accumulated for purposes of providing those pensions. In addition, it establishes requirements for defined contribution pensions that are not within the scope of Statement No. 68. It also amends certain provisions of Statement No. 67, *Financial Reporting for Pension Plans*, and Statement No. 68 for pension plans and pensions that are within their respective scopes.

CITY OF ALPHARETTA, GEORGIA

Auditors' Discussion & Analysis

June 30, 2016

The requirements of this statement extend the approach to accounting and financial reporting established in Statement No. 68 to all pensions, with modifications as necessary to reflect that for accounting and financial reporting purposes, any assets accumulated for pensions that are provided through pension plans that are not administered through trusts that meet the criteria specified in Statement No. 68 should not be considered pension plan assets. It also requires that information similar to that required by Statement No. 68 be included in notes to financial statements and required supplementary information by all similarly situated employers and non-employer contributing entities.

This statement also clarifies the application of certain provisions of Statements No.'s 67 and 68 with regard to the following issues:

- **Information** that is required to be presented as notes to the 10-year schedules of required supplementary information about investment-related factors that significantly affect trends in the amounts reported.
- **Accounting** and financial reporting for separately financed specific liabilities of individual employers and non-employer contributing entities for defined benefit pensions.
- **Timing** of employer recognition of revenue for the support of non-employer contributing entities not in a special funding situation.

c) **Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*** was issued in June of 2015, and is effective for financial statements for periods beginning after June 15, 2017 resulting in the City's fiscal year ending June 30, 2018. This statement could easily be described as the GASB No. 68 for postemployment benefit plans due to the fact that it will closely follow the provisions of GASB No. 68 for pension plans.

The primary objective of this statement is to improve accounting and financial reporting by state and local governments for postemployment benefits other than pensions (other postemployment benefits or OPEB). It also improves information provided by state and local governmental employers about financial support for OPEB that is provided by other entities. This statement results from a comprehensive review of the effectiveness of existing standards of accounting and financial reporting for all postemployment benefits (pensions and OPEB) with regard to providing decision-useful information, supporting assessments of accountability and inter-period equity, and creating additional transparency.

This statement replaces the requirements of Statements No. 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*, as amended, and No. 57, *OPEB Measurements by Agent Employers and Agent Multiple-Employer Plans*,

CITY OF ALPHARETTA, GEORGIA

Auditors' Discussion & Analysis

June 30, 2016

for OPEB. Statement No. 74, *Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans*, establishes new accounting and financial reporting requirements for OPEB plans.

The scope of this statement addresses accounting and financial reporting for OPEB that is provided to the employees of state and local governmental employers. This statement establishes standards for recognizing and measuring liabilities, deferred outflows of resources, deferred inflows of resources, and expense/expenditures. For defined benefit OPEB, this statement identifies the methods and assumptions that are required to be used to project benefit payments, discount projected benefit payments to their actuarial present value, and attribute that present value to periods of employee service. Note disclosure and required supplementary information requirements about defined benefit OPEB also are addressed.

In addition, this statement details the recognition and disclosure requirements for employers with payables to defined benefit OPEB plans that are administered through trusts that meet the specified criteria and for employers whose employees are provided with defined contribution OPEB. This statement also addresses certain circumstances in which a non-employer entity provides financial support for OPEB of employees of another entity.

In this statement, distinctions are made regarding the particular requirements depending upon whether the OPEB plans through which the benefits are provided are administered through trusts that meet the following criteria:

- Contributions from employers and non-employer contributing entities to the OPEB plan and earnings on those contributions are irrevocable.
- OPEB plan assets are dedicated to providing OPEB to plan members in accordance with the benefit terms.
- OPEB plan assets are legally protected from the creditors of employers, non-employer contributing entities, the OPEB plan administrator, and the plan members.

The requirements of this statement will improve the decision-usefulness of information in employer and governmental non-employer contributing entity financial reports and will enhance its value for assessing accountability and inter-period equity by requiring recognition of the entire OPEB liability and a more comprehensive measure of OPEB expense. Decision-usefulness and accountability also will be enhanced through new note disclosures and required supplementary information.

- d) **Statement No. 76, *The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments*** was issued in June of 2015, and is effective for financial statements for periods beginning after June 15, 2015 resulting in the City's fiscal year

CITY OF ALPHARETTA, GEORGIA

Auditors' Discussion & Analysis

June 30, 2016

ending June 30, 2016. This statement supersedes Statement No. 55, The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments.

The objective of this statement is to identify (in the context of the current governmental financial reporting environment) the hierarchy of generally accepted accounting principles (GAAP). The "GAAP hierarchy" consists of the sources of accounting principles used to prepare financial statements of state and local governmental entities in conformity with GAAP and the framework for selecting those principles. This statement reduces the GAAP hierarchy to two (2) categories of authoritative GAAP and addresses the use of authoritative and non-authoritative literature in the event that the accounting treatment for a transaction or other event is not specified within a source of authoritative GAAP.

The requirements in this statement improve financial reporting by: (1) raising the category of GASB Implementation Guides in the GAAP hierarchy, thus providing the opportunity for broader public input on implementation guidance; (2) emphasizing the importance of analogies to authoritative literature when the accounting treatment for an event is not specified in authoritative GAAP; and (3) requiring the consideration of consistency with the GASB Concepts Statements when evaluating accounting treatments specified in non-authoritative literature. As a result, governments will apply financial reporting guidance with less variation, which will improve the usefulness of financial statement information for making decisions and assessing accountability and enhance the comparability of financial statement information among governments.

- e) **Statement No. 77, Tax Abatement Disclosures** was issued in August of 2015, and is effective for financial statements for periods beginning after December 15, 2015 resulting in the City's fiscal year ending June 30, 2017.

Tax abatements are widely used by state and local governments, particularly to encourage economic development. For financial reporting purposes, this statement defines tax abatement as resulting from an agreement between a government and an individual or entity in which the government promises to forgo tax revenues and the individual or entity promises to subsequently take a specific action that contributes to economic development or otherwise benefits the government or its citizens.

This statement requires disclosure of tax abatement information about: (1) a reporting government's own tax abatement agreements; and (2) those that are entered into by other governments and that reduce the reporting government's tax revenues.

This statement requires governments that enter into tax abatement agreements to disclose the following information about the agreements:

CITY OF ALPHARETTA, GEORGIA

Auditors' Discussion & Analysis

June 30, 2016

- Brief descriptive information, such as the tax being abated, the authority under which tax abatements are provided, eligibility criteria, the mechanism by which taxes are abated, provisions for recapturing abated taxes, and the types of commitments made by tax abatement recipients
- The gross dollar amount of taxes abated during the period
- Commitments made by a government, other than to abate taxes, as part of a tax abatement agreement.

Governments should organize those disclosures by major tax abatement program and may disclose information for individual tax abatement agreements within those programs.

Tax abatement agreements of other governments should be organized by the government that entered into the tax abatement agreement and the specific tax being abated. Governments may disclose information for individual tax abatement agreements of other governments within the specific tax being abated. For those tax abatement agreements, a reporting government should disclose:

- The names of the governments that entered into the agreements.
- The specific taxes being abated.
- The gross dollar amount of taxes abated during the period.

f) **Statement No. 78, *Pensions Provided Through Certain Multiple-Employer Defined Benefit Pension Plans*** was issued in December of 2015, and is effective for financial statements for periods beginning after December 15, 2015 resulting in the City's fiscal year ending June 30, 2017.

This new pronouncement amends the scope and applicability of GASB No. 68 to **exclude** pensions provided via a cost-sharing multiple-employer defined benefit plan that meets the following:

- Plan is **not** a state or local government pension plan;
- Plan is used to provide defined benefit pensions to **both** governmental and private sector employees; and,
- Plan has **no predominant state or local governmental employer** (individually or collectively).

For plans described above, this standard establishes requirements for measurement and recognition of:

- Pension expense;
- Expenditures;

CITY OF ALPHARETTA, GEORGIA

Auditors' Discussion & Analysis

June 30, 2016

- Liabilities;
- Note disclosures; and,
- Required supplementary information (RSI).

We do not expect this pronouncement to affect the financial reporting of the City.

- g) **Statement No. 79, *Certain External Investment Pools and Pool Participants*** was issued in December of 2015, and is effective for financial statements for periods beginning after June 15, 2015 resulting in the City's fiscal year ending June 30, 2016.

This pronouncement establishes criteria for an external investment pool to qualify for making the election to measure all of its investments at amortized cost for financial reporting purposes.

This new standard also establishes additional note disclosures for the pool and the pool participants. Specifically, the new disclosures address:

- How the external investment pool transacts with participants;
- Requirements for portfolio maturity, quality, diversification, and liquidity;
- Calculation and requirements of a shadow price (the amortized value rather than the assigned market value which is normally a nominal value of \$1.00 per share).

If a pool does not meet the above specifics, then pool participants should measure their investments in that pool at fair value (and not at amortized cost), as provided by GASB No. 31. We do not expect this pronouncement to affect the financial reporting of the City.

- h) **Statement No. 80, *Blending Requirements for Certain Component Units – an Amendment of GASB Statement No. 14*** was issued in January of 2016, and is effective for financial statements for periods beginning after June 15, 2016 resulting in the City's fiscal year ending June 30, 2017.

This new standard amends the blending requirements established by paragraph 53 of GASB No. 14. This statement requires blending of not-for-profit component units whose primary government is the sole corporate member. This statement does not apply to component units included in the provisions of GASB No. 39. We do not expect this pronouncement to affect the financial reporting of the City.

- i) **Statement No. 81, *Irrevocable Split-Interest Agreements*** was issued in March of 2016, and is effective for financial statements for periods beginning after December 15, 2016 resulting in the City's fiscal year ending June 30, 2018.

CITY OF ALPHARETTA, GEORGIA

Auditors' Discussion & Analysis

June 30, 2016

Irrevocable split-interest agreements (which are prevalent at colleges and universities) whereby split-interest agreements in which an asset is given to a government in trust. During stated term of the trust the income generated by the trust goes to the donor and when the trust ends then the assets become the governments. We do not expect this pronouncement to affect the financial reporting of the City.

j) **Statement No. 82, Pension Plans** was issued in April 2016, and is effective for the first reporting period in which the City's pension plan's measurement date is on or after June 15, 2017. No real significant matters noted in this standard which addresses:

- Presentation of payroll-related measures in the Required Supplementary Information of the annual audited financial report. Covered payroll is defined as the payroll on which contributions are based.
- Selection of actuarial assumptions. Any deviation from guidance of Actuarial Standards Board is not in conformity with GASB No. 67 & 68.
- Classification of payments made by employers to satisfy contribution requirements:
 - Payments made by employer to satisfy contribution requirements that are identified as plan member contributions should be classified as "plan member contributions" for GASB No. 67, and as "employee contributions" for GASB No. 68.
 - Expense to be classified as other compensation elements.

k) **Other Pending or Current GASB Projects.** As noted by the numerous pronouncements issued by GASB over the past decade, the GASB continues to research various projects of interest to governmental units. Subjects of note include:

- **Fiduciary responsibilities** and new definitions for fiduciary funds and use of whether a government has "control" and who benefits to determine accounting as fiduciary. Final standard expected in October 2015.
- **Capital leases or operating leases** continues to be a hot topic. Looking into whether all leases should be treated the same way. Final standard expected in November 2015.
- **Asset retirement obligations** in which the GASB is considering standards for reporting liabilities related to obligations to perform procedures to close certain capital assets, such as nuclear power plants. This concept would not change existing standards such as GASB 18 (landfills) or GASB 49 (pollution remediation). Final standard expected in December 2015.
- **External investment pools.** Current standards allow pools that are considered to be 2a7-like to report investments at amortized cost rather than fair value;

CITY OF ALPHARETTA, GEORGIA

Auditors' Discussion & Analysis

June 30, 2016

however, the SEC recently made significant changes to Rule 2a7 making it hard to be 2a7-like.

An exposure draft created criteria (which are based on old 2a7 criteria) for external investment pools to continue to be accounted for using amortized cost. Final standard expected in December 2015.

- **Irrevocable split-interest agreements** which are prevalent at colleges and universities whereby split-interest agreements in which an asset is given to government in trust. During stated term of the trust the income generated by the trust goes to the donor and when the trust ends then the assets become the governments. Final standard expected in January 2016.
- **Blending requirements for certain business-type activities.** GASB is considering revising the standards regarding how certain component units of business-type activities should be presented. There is diversity in practice, with some component units blended for reasons not included in Statement 14 (such as sole member of an LLC). Final standard expected in March 2016.
- **Tax abatement** issues resulting from an agreement between government and a taxpayer in which: (1) a government promises to forgo revenues from taxes for which the taxpayer otherwise would have been obligated; and (2) the taxpayer promises to take a specific action that contributes to economic development or otherwise benefits the government or its citizens. Final standard expected in December 2016.
- **Conceptual Framework** is a constant matter being looked at by GASB. Current measurement focus statements (for governmental funds) to change to near-term financial resources measurement. May dictate a period (such as 60 days) for revenue and expenditure recognition. May expense things such as supplies and prepaid assets at acquisition. Will look into which balances (at all statement levels) are measured at acquisition and which need to be re-measured at year-end. Project placed on hold for now.
- **Economic Condition Reporting** is another long-term matter being looked into by GASB. Includes presentation of information on fiscal sustainability (including projections). Tabled for now pending resolution to issues raised on GASBs scope.

CITY OF ALPHARETTA, GEORGIA

Auditors' Discussion & Analysis

June 30, 2016

2) Single Audit Standards

There continues to be changes to auditing standards relative to the conduct and reporting of Single Audits. This year's financial and compliance audit recognized the implementation of the new Uniform Grant Guidance (UG) which included significant changes to cost principles and other requirements for auditees receiving federal funds.

These changes are driven based on the grant award date as awarded by the federal agency. As such, auditors and auditees will follow requirements from both the "old" and "new" guidance for a few years to come.

Beginning with fiscal years ending December 31, 2015, additional changes to audit requirements will be effective. These include changes to the:

- Threshold requiring a Single Audit (from \$500,000 to \$750,000);
- Major program thresholds; and
- Percentage coverage thresholds (for low risk from 25% to 20% and for high risk from 50% to 40%).

Summations of Thoughts Noted Above

We believe the implementation of these suggestions will enhance both the control environment and the financial reporting process, making both more effective. We also believe these recommendations can be easily implemented, and all problems resolved quite timely should management elect to employ the corrective measures.

CITY OF ALPHARETTA, GEORGIA

Auditors' Discussion & Analysis

June 30, 2016

FREE QUARTERLY CONTINUING EDUCATION AND NEWSLETTERS FOR GOVERNMENTAL CLIENTS

Free Continuing Education. We provide free quarterly continuing education for all of our governmental clients. Each quarter we pick a couple of significant topics tailored to be of interest to governmental entities. In an effort to accommodate our entire governmental client base, we offer the sessions several times per quarter at a variety of client provided locations resulting in greater networking among our governmental clients. We normally see approximately 100 people per quarter. We obtain the input and services of experienced outside speakers along with providing the instruction utilizing our in-house professionals. We hope the City staff and officials have been able to participate in this opportunity, and that it has been beneficial to you. Examples of subjects addressed in the past few quarters include:

- Accounting for Debt Issuances
- American Recovery & Reinvestment Act (ARRA) Updates
- Best Budgeting Practices, Policies and Processes
- CAFR Preparation (several times including a two (2) day hands-on course)
- Capital Asset Accounting Processes and Controls
- Collateralization of Deposits and Investments
- Evaluating Financial and Non-Financial Health of a Local Government
- GASB No. 51, Intangible Assets
- GASB No. 54, Governmental Fund Balance (subject addressed twice)
- GASB No. 60, Service Concession Arrangements (webcast)
- GASB No. 61, the Financial Reporting Entity (webcast)
- GASB No.'s 63 & 65, Deferred Inflows and Outflows (webcast)
- GASB No.'s 67 & 68, New Pension Stds. (presented several occasions)
- GASB Updates (ongoing and several sessions)
- Grant Accounting Processes and Controls
- Internal Controls Over Accounts Payable, Payroll and Cash Disbursements
- Internal Controls Over Receivables & the Revenue Cycle
- Internal Revenue Service (IRS) Issues, Primarily Payroll Matters
- Legal Considerations for Debt Issuances & Disclosure Requirements
- Policies and Procedures Manuals
- Segregation of Duties
- Single Audits for Auditees
- Special Purpose Local Option Sales Tax (SPLOST) Accounting, Reporting & Compliance
- Uniform Grant Reporting Requirements and the New Single Audit

CITY OF ALPHARETTA, GEORGIA

Auditors' Discussion & Analysis

June 30, 2016

Governmental Newsletters. We produce newsletters tailored to meet the needs of governments. The newsletters have addressed a variety of subjects and are intended to be timely in their subject matter. The newsletters are authored by Mauldin & Jenkins partners and managers, and are not purchased from an outside agency. The newsletters are produced and delivered periodically [approximately ten (10) times per year], and are intended to keep you informed of current developments in the government finance environment.

Communication. In an effort to better communicate our free continuing education plans and newsletters, please email Paige Vercoe at pvercoe@micpa.com (send corresponding copy to jbence@micpa.com), and provide to her individual names, mailing addresses, email addresses and phone numbers of anyone you wish to participate and be included in our database.

CLOSING

If you have any questions regarding any comments, suggestions or recommendations set forth in this memorandum, we will be pleased to discuss it with you at your convenience.

This information is intended solely for the use of the City Council and management, and others within the City's organization and is not intended to be and should not be used by anyone other than these specified parties.

We appreciate the opportunity to serve the City of Alpharetta, Georgia and look forward to future engagements. Thank you.



Client: 0300614 - City of Alpharetta, Georgia
Engagement: 0300614 - City of Alpharetta
Period Ending: 6/30/2016
Trial Balance: 0200.301 - Capital Project Fund TB Database
Workpaper: 0204.301 - Capital Project Fund - Adjusting Journal Entries Report

Account	Description	W/P Ref	Debit	Credit
Adjusting Journal Entries JE # 4		5001.000		
To reverse entry for capital lease issuance for assets not placed in service as of 6/30/16.				
301-31-3115-3100-393500-C1241	CAPITAL LEASE - FIRE TRUCK		992,808.00	
301-31-3115-3100-542200-C1241	FLEET - FIRE TRUCK			992,808.00
Total			992,808.00	992,808.00

Client: **0300614 - City of Alpharetta, Georgia**
Engagement: **0300614 - City of Alpharetta**
Period Ending: **6/30/2016**
Trial Balance: **0200.600 - Risk Management Fund Database**
Workpaper: **0206.600 - Risk Management Proposed JE Report**

Account	Description	W/P Ref	Debit	Credit
Proposed JE # 3		5004.000		
To record the City's obligation for a General Liability claim that was settled subsequent to 6/30/16.				
600-15-1555-1555-552200-	CLAIMS/JUDGEMENTS		25,000.00	
600-00-0000-0000-121500-	CLAIMS & JUDGMENTS PAYABLE CUR			25,000.00
Total			25,000.00	25,000.00

Client: **0300614 - City of Alpharetta, Georgia**
Engagement: **0300614 - City of Alpharetta**
Period Ending: **6/30/2016**
Trial Balance: **0200.775 - Pension Trust Fund TB Database**
Workpaper: **0204.775 - Adjusting Journal Entries Report - 4**

Account	Description	W/P Ref	Debit	Credit
Adjusting Journal Entries JE # 1		3001.010		
To reclassify investements from cash				
5-00-0000-0000-1113 INVESTMENTS PENSION EMPLOYER			216.00	
5-00-0000-0000-1111 CASH IN BANK				216.00
Total			216.00	216.00



City Council Meeting STAFF REPORT

Submitting Department: Public Works

Submitted By: Will Eberly

Meeting Date: February 6, 2017

I. AGENDA ITEM TITLE: FY2017 TREE AND LANDSCAPE IMPROVEMENTS

II. RECOMMENDATION:

Please approve Proposal No. 22017, **FY 2017 Tree Planting and Landscape Improvements**, from Ruppert Landscape in the amount of \$138,095.00 and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: \$138,095.00

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
TREE REPLACEMENT FUND / 3014100-541200-C0910	\$90,989.00
TREE PLANTING AND LANDSCAPE / 30141100-541200-C1302	\$47,106.00

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

Proposal No. 22017 from Ruppert Landscape is for the planting and watering of 85 trees within the right-of-way of Westside Parkway from Gardner Drive (AMLI entrance) to Old Milton Parkway. Ruppert Landscape is the City's on-call contractor for landscape installation and construction purposes, per Council approval on November 14, 2016.

In addition to tree planting, the project includes the removal of 38 Okame cherry trees and several large holly shrubs from the median. The trees and shrubs are being removed for multiple factors including: poor condition resulting from age, vehicle damage, and overall aesthetic decline. The City has chosen replacement tree species that are proven to be hardy in urban environments. The 85 trees to be planted will be located within the median and beauty strip areas. The project also includes the installation of 3,130 linear feet of root barrier to prevent future damage to curb & gutter and sidewalks.

The FY 2017 Tree Planting and Landscape Improvements project includes varieties of oak, hawthorn, holly, hornbeam, bald cypress, plane tree, and arborvitae. In order to minimize maintenance costs over the long term, turfgrass area will be reduced as part of the proposed design.

The Department of Public Works prepared landscape plans that included direction for tree removal, tree planting, and root barrier installation. The specifications include the requirement that plant materials must comply with American National Standards Institute (ANSI) Z60.1, which details minimum standards of plant material. Specifications also include a two-year warranty and watering through the establishment period. ANSI standards and well defined watering requirements help ensure a high quality landscape product for Alpharetta residents and visitors.

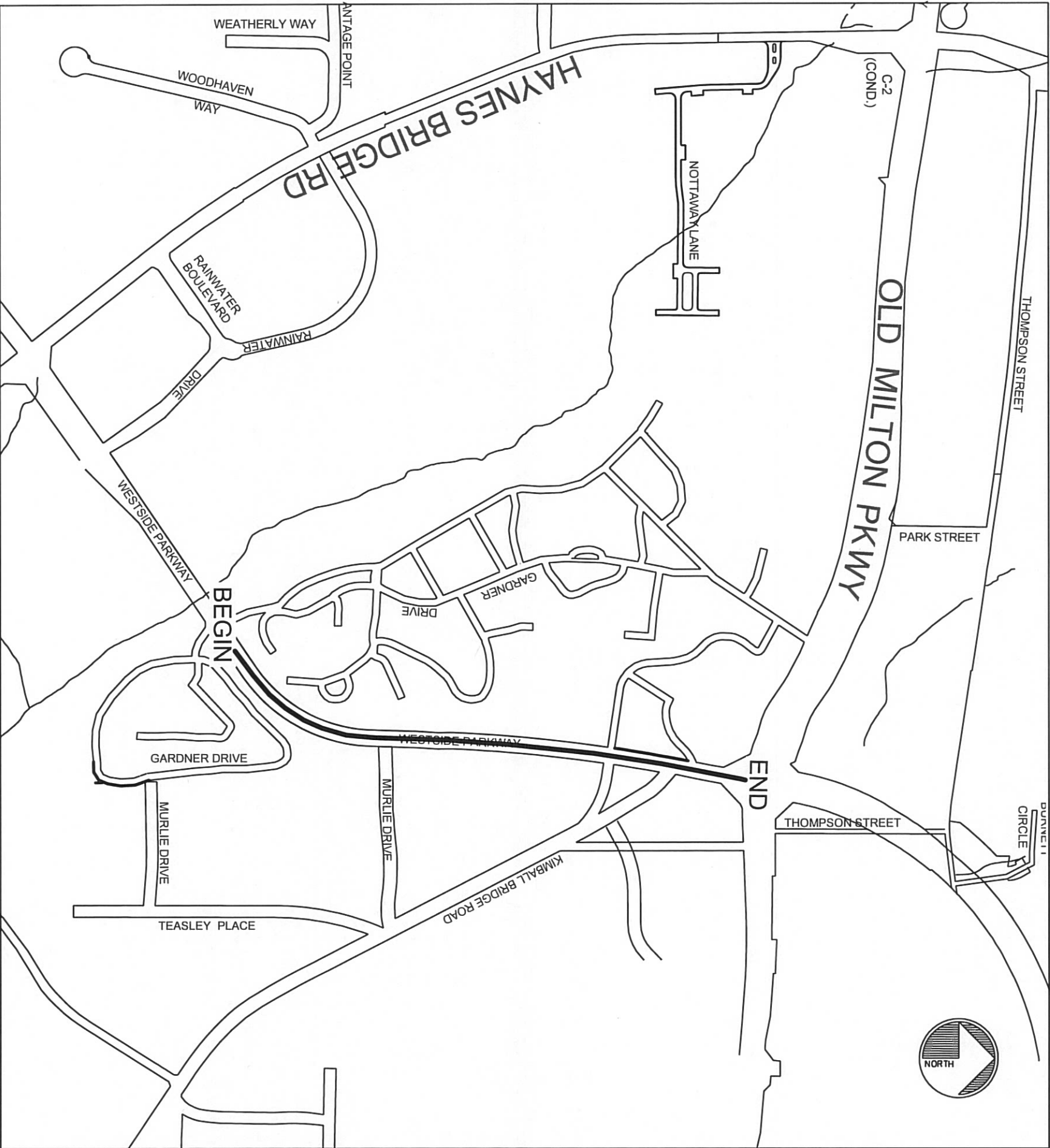
Staff has reviewed and approved the pricing within Ruppert Proposal #22017. The City's Urban Forestry Program Manager will act as the City's project manager throughout all phases of the project, including

installation, watering and warranty period. The project is projected to be completed by February 28, 2017.

V. ALTERNATIVES:

VI. ATTACHMENTS:

FY2017 Tree Planting Plans, FY2017 Tree List, Ruppert Proposal #22017



SCALE: 1"=500'

SHEET INDEX:

- L100: COVER SHEET
- L101-L102: TREE REMOVAL PLANS
- L103-L104: PLANTING PLANS
- L105: PLANTING SCHEDULE
- L106-L107: DETAILS

COVER SHEET

ORIGINAL ISSUE DATE: 12/22/16	REVISIONS
	01/24/17

**FY2017 TREE PLANTING & LANDSCAPE IMPROVEMENTS
PHASE 1**

WESTSIDE PARKWAY - GARDNER DRIVE TO OLD MILTON PARKWAY
CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA

THE CITY OF

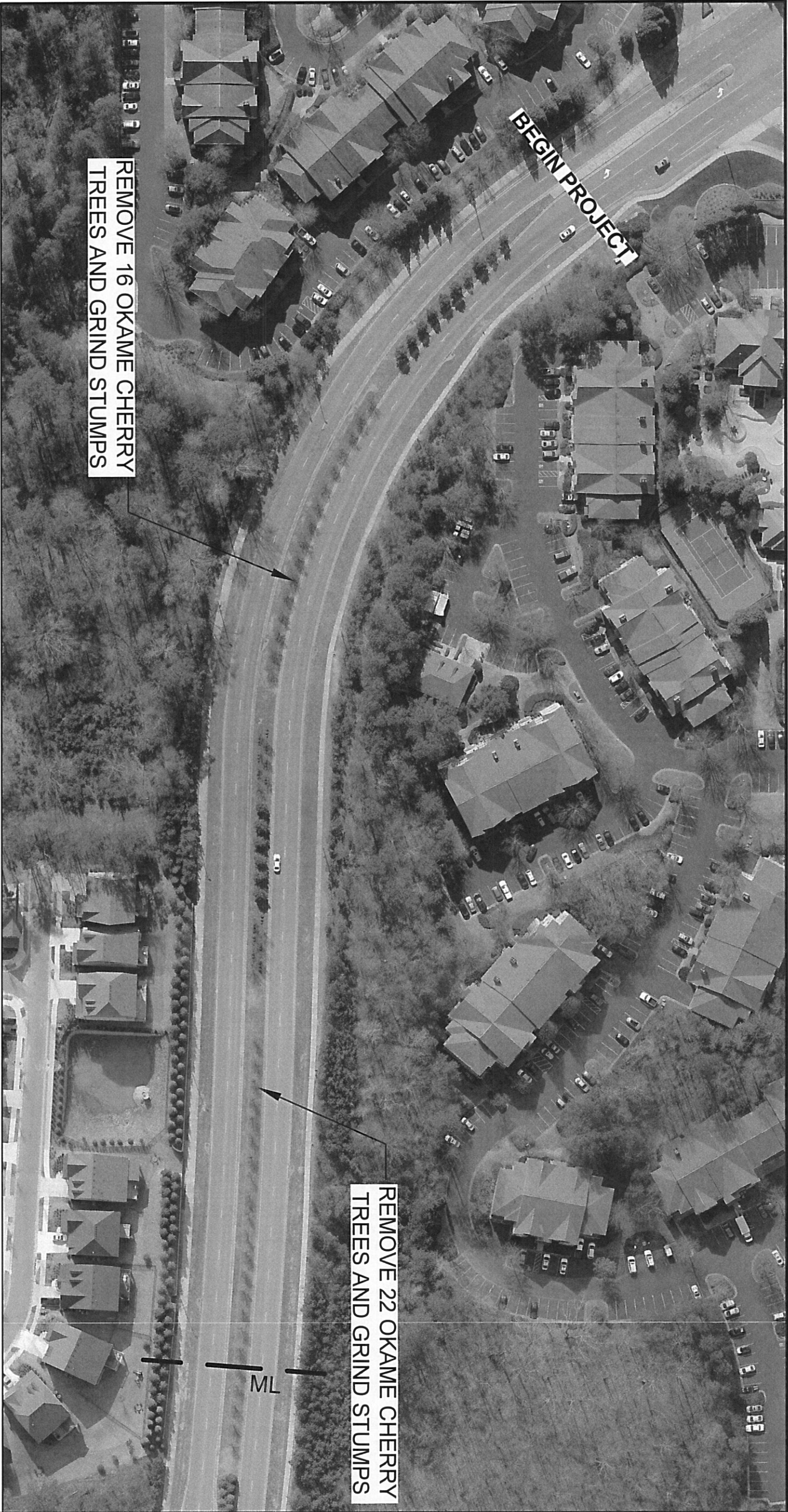
ALPHARETTA

PUBLIC WORKS

1790 Hembree Road
Alpharetta, Georgia 30009
Phone: 678-297-6200
Fax: 678-297-6201

GSWCC CERTIFICATION NUMBER:
#13058
EXPIRATION DATE: 06/29/2018

SHEET #
L.100



0 50 100 200
SCALE: 1"=100'



1790 Hembree Road
Alpharetta, Georgia 30009
Phone: 678-297-6200
Fax: 678-297-6201

TREE REMOVAL PLAN

ORIGINAL
ISSUE DATE:
12/22/16

REVISIONS

FY2017 TREE PLANTING & LANDSCAPE IMPROVEMENTS PHASE 1

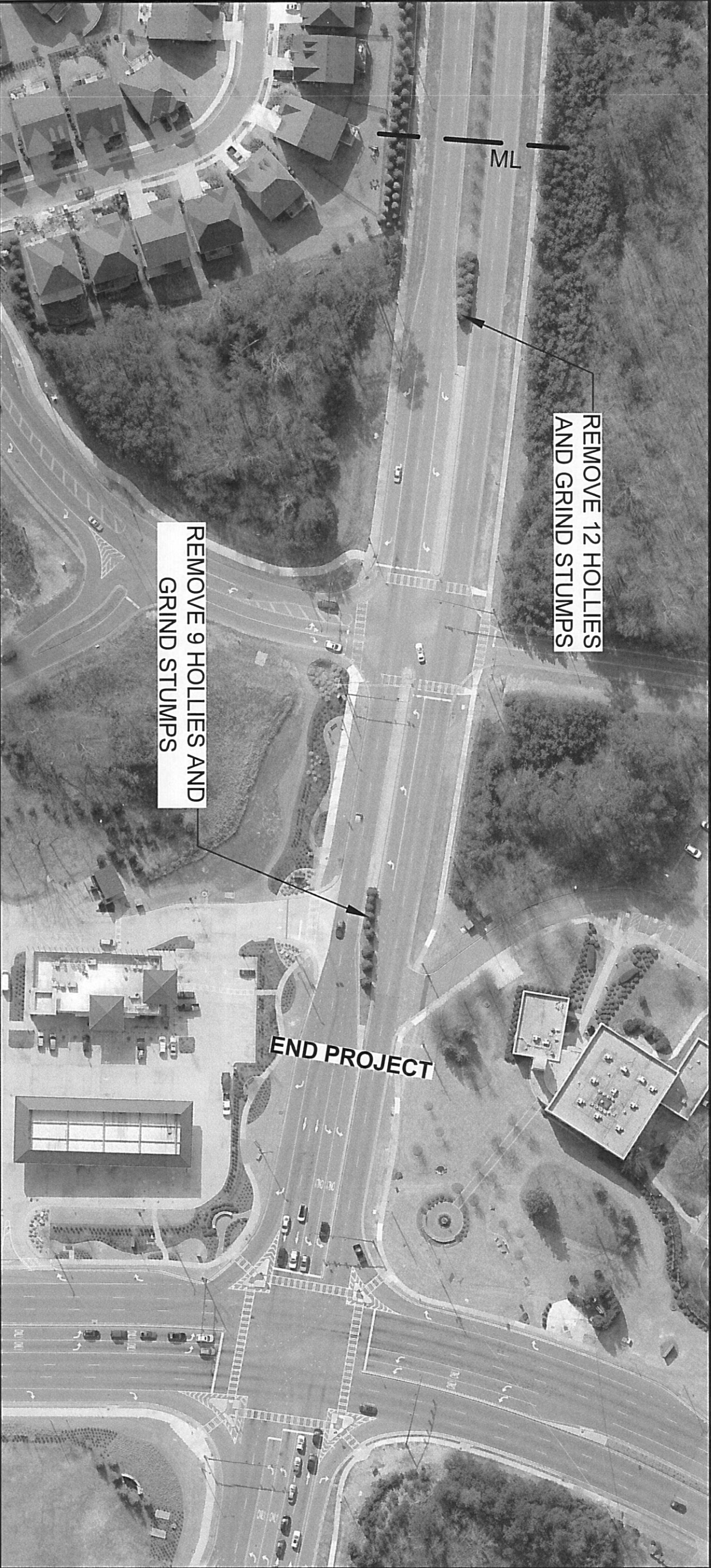
WESTSIDE PARKWAY - GARDNER DRIVE TO OLD MILTON PARKWAY
CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA

GSWCC CERTIFICATION NUMBER:
#13068

EXPIRATION DATE: 06/29/2018

SHEET #

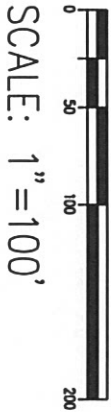
L.101



REMOVE 12 HOLLIES
AND GRIND STUMPS

REMOVE 9 HOLLIES AND
GRIND STUMPS

END PROJECT



1790 Hembree Road
Alpharetta, Georgia 30009
Phone: 678-297-6200
Fax: 678-297-6201

TREE REMOVAL PLAN

ORIGINAL
ISSUE DATE:
12/22/16

REVISIONS

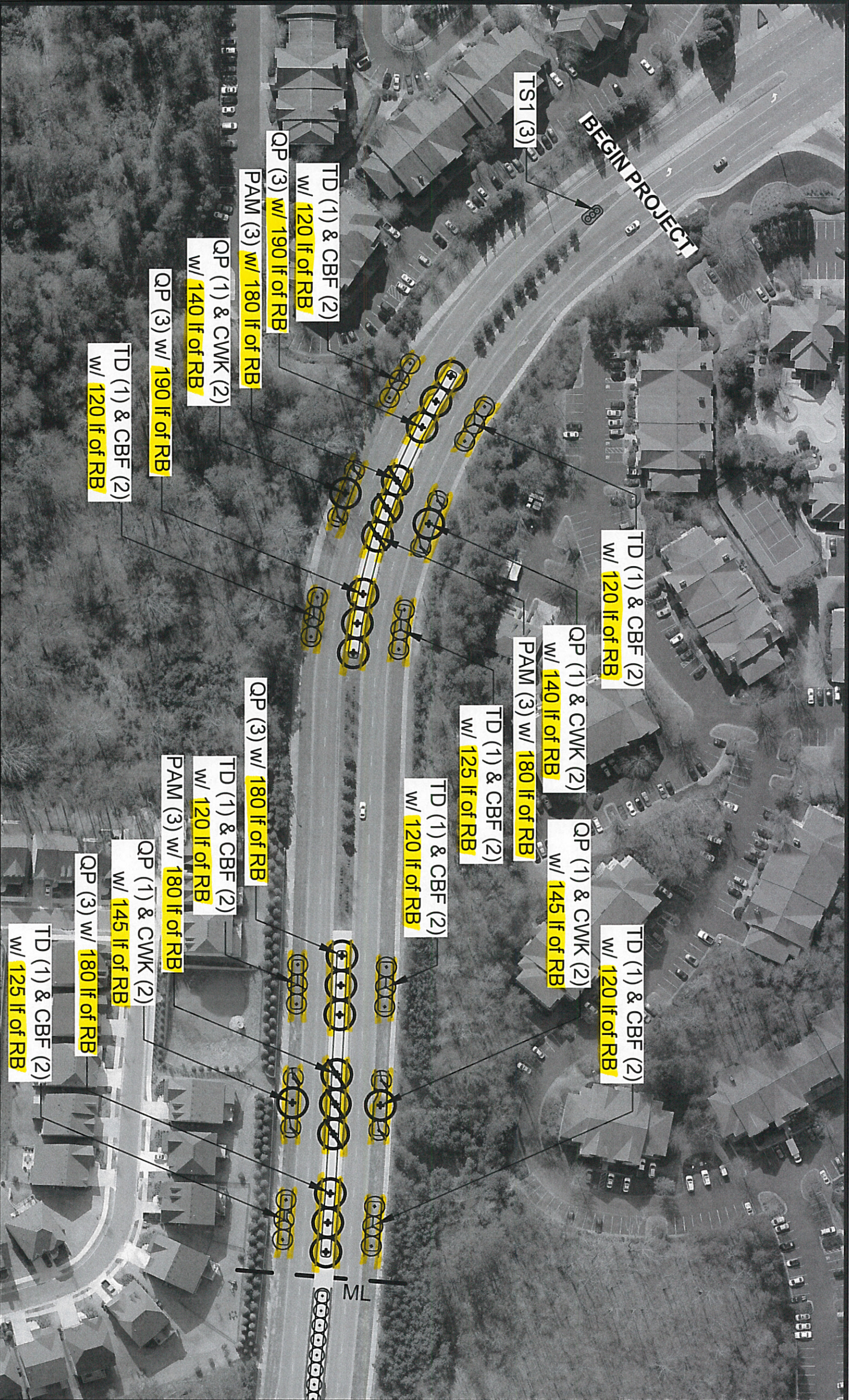
FY2017 TREE PLANTING & LANDSCAPE IMPROVEMENTS PHASE 1

WESTSIDE PARKWAY - GARDNER DRIVE TO OLD MILTON PARKWAY
CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA

GSWCC CERTIFICATION NUMBER:
#13068
EXPIRATION DATE: 06/29/2018

SHEET #

L.102



NOTE: Form bedlines as shown,
add / remove sod as needed.



SCALE: 1"=100'



1790 Hembree Road
Alpharetta, Georgia 30009
Phone: 678-297-6200
Fax: 678-297-6201

PLANTING PLAN

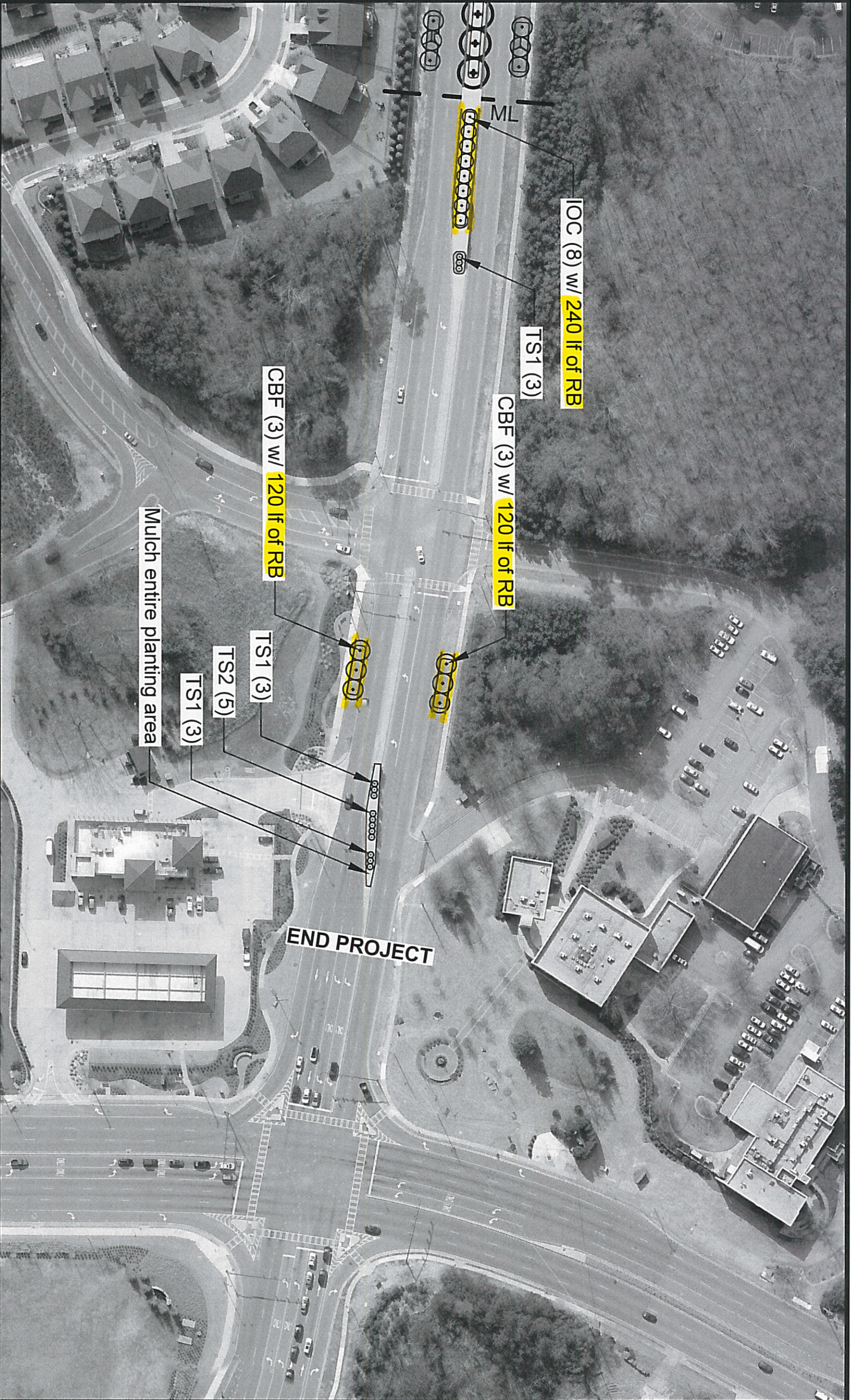
ORIGINAL
ISSUE DATE:
12/22/16

REVISIONS

FY2017 TREE PLANTING & LANDSCAPE IMPROVEMENTS PHASE 1

WESTSIDE PARKWAY - GARDNER DRIVE TO OLD MILTON PARKWAY
CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA

GSWCC CERTIFICATION NUMBER:
#13068
EXPIRATION DATE: 06/29/2018
SHEET #
L.103



NOTE: Form bedlines as shown,
add / remove sod as needed.



SCALE: 1"=100'

PLANTING PLAN

ORIGINAL
ISSUE DATE:
12/22/16

REVISIONS

FY2017 TREE PLANTING & LANDSCAPE IMPROVEMENTS PHASE 1

WESTSIDE PARKWAY - GARDNER DRIVE TO OLD MILTON PARKWAY
CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA



1790 Hembree Road
Alpharetta, Georgia 30009
Phone: 678-297-6200
Fax: 678-297-6201

GSWCC CERTIFICATION NUMBER:
#13068
EXPIRATION DATE: 06/29/2018
SHEET #
L.104

PLANT SCHEDULE

KEY	LATIN NAME	COMMON NAME	SIZE & PLANTING SPECS	QTY
CBF	Carpinus betulus 'Fastigata'	Upright European Hornbeam	4" cal, 16'-18' ht., standard, 20' o.c. per plans	22
CWK	Crataegus viridis 'Winter King'	Winter King Hawthorn	4" cal, 16'-18' ht., spacing per plans	8
IOC	Ilex opaca 'Carolina No. 2'	Carolina American Holly	12' ht., full to ground	8
PAM	Platanus x acerifolia 'Morton Circle'	London Plane Tree	4" cal, 16'-18' ht., 30' o.c. per plans	6
QP	Quercus palustris	Pin Oak	4" cal, 16'-18' ht., 30' o.c. per plans	16
TD	Taxodium distichum 'JFS-SGPN'	Green Whisper Bald Cypress	4" cal, 12'-14' ht., spacing per plans	8
TS1	Thuja occidentalis 'Smaragd'	Emerald Green Arborvitae	8' ht., full and balanced	12
TS2	Thuja occidentalis 'Smaragd'	Emerald Green Arborvitae	12' ht., full and balanced	5
	OTHER ITEMS			
	Pine Straw Mulch	-	3" depth, pine straw free of debris, approved by City	L.S - contractor to provide bale qty
	Bermuda Sod	-	Match existing sod as needed	L.S - contractor to provide sf qty
RB	Root Barrier	-	Install root barrier per plans and specifications	3,130 LF

NOTES:

- See Landscape Specifications for complete notes pertaining to this set of plans.
- Unless otherwise stated, all canopy trees must have a single central leader and a full and uniform canopy.
- Trees shall be planted during dormant season, November 15-February 28. Shrubs and groundcovers shall be planted April 1-30.



THE CITY OF

ALPHARETTA

PUBLIC WORKS

1790 Hembree Road
Alpharetta, Georgia 30009

Phone: 678-297-6200
Fax: 678-297-6201

PLANT SCHEDULE

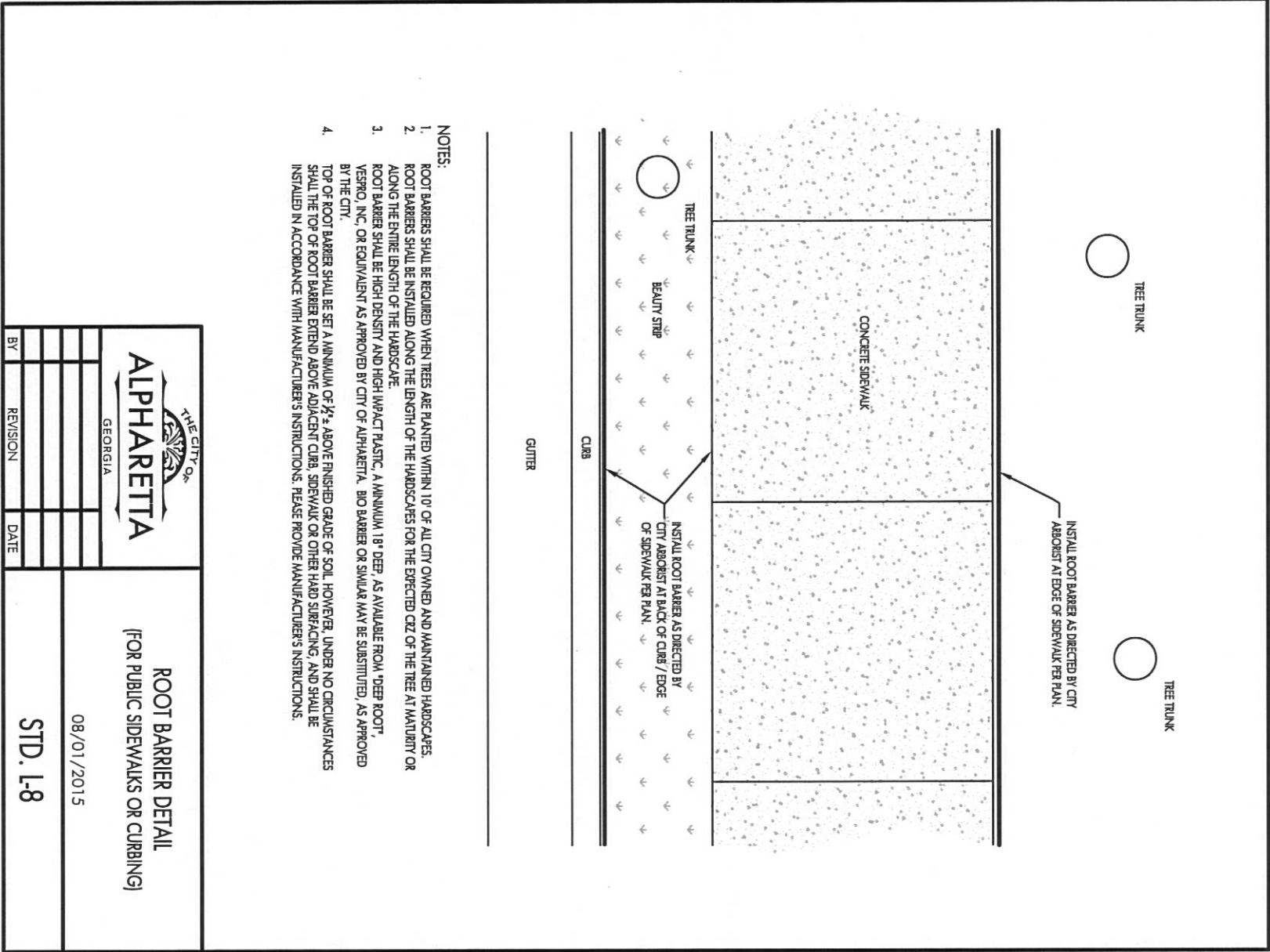
ORIGINAL
ISSUE DATE:
12/22/16

REVISIONS

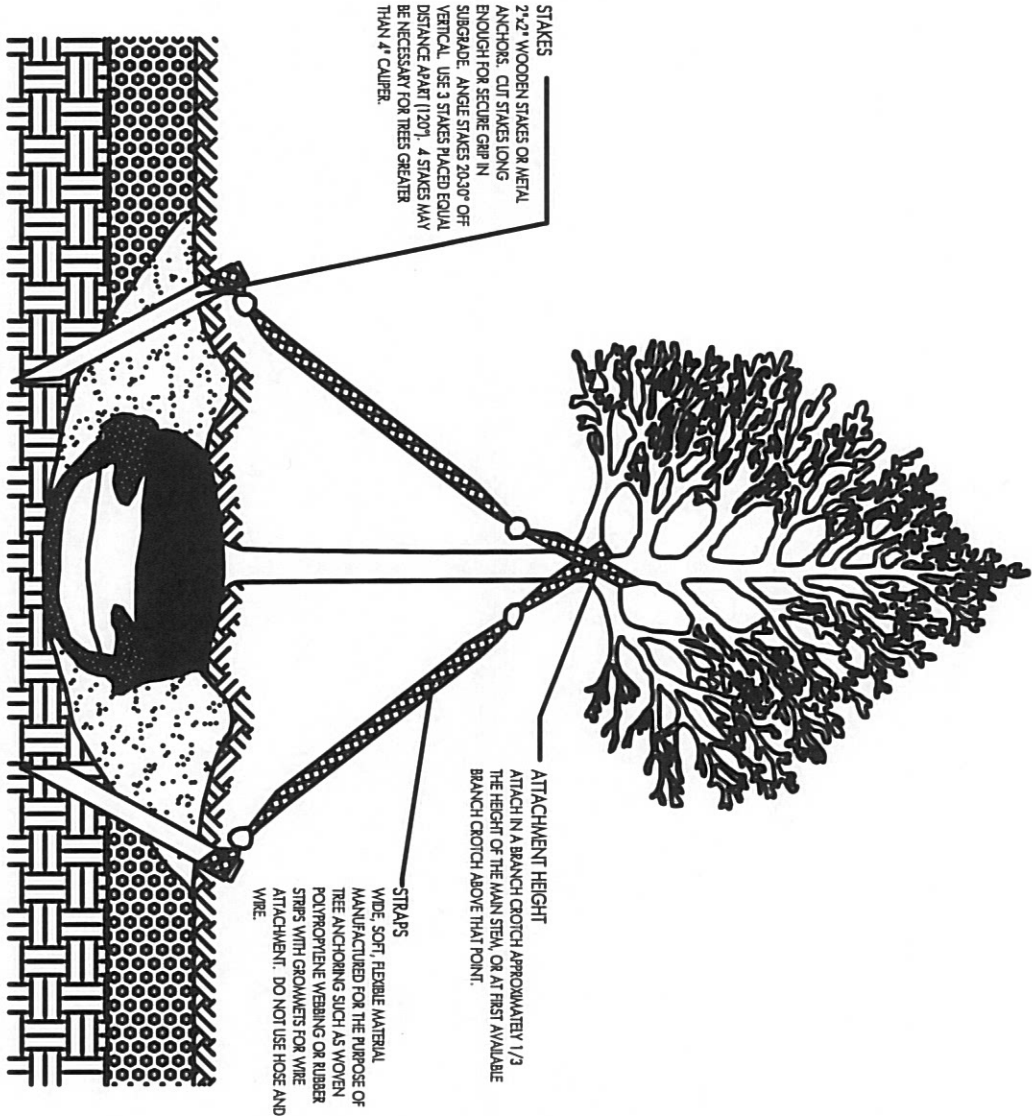
FY2017 TREE PLANTING & LANDSCAPE IMPROVEMENTS
PHASE 1

WESTSIDE PARKWAY - GARDNER DRIVE TO OLD MILTON PARKWAY
CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA

GSWCC CERTIFICATION NUMBER:
#13068
EXPIRATION DATE: 06/29/2018



THE CITY OF ALPHARETTA GEORGIA		ROOT BARRIER DETAIL (FOR PUBLIC SIDEWALKS OR CURBING)	
		08/01/2015	
		STD. L-8	
BY	REVISION	DATE	



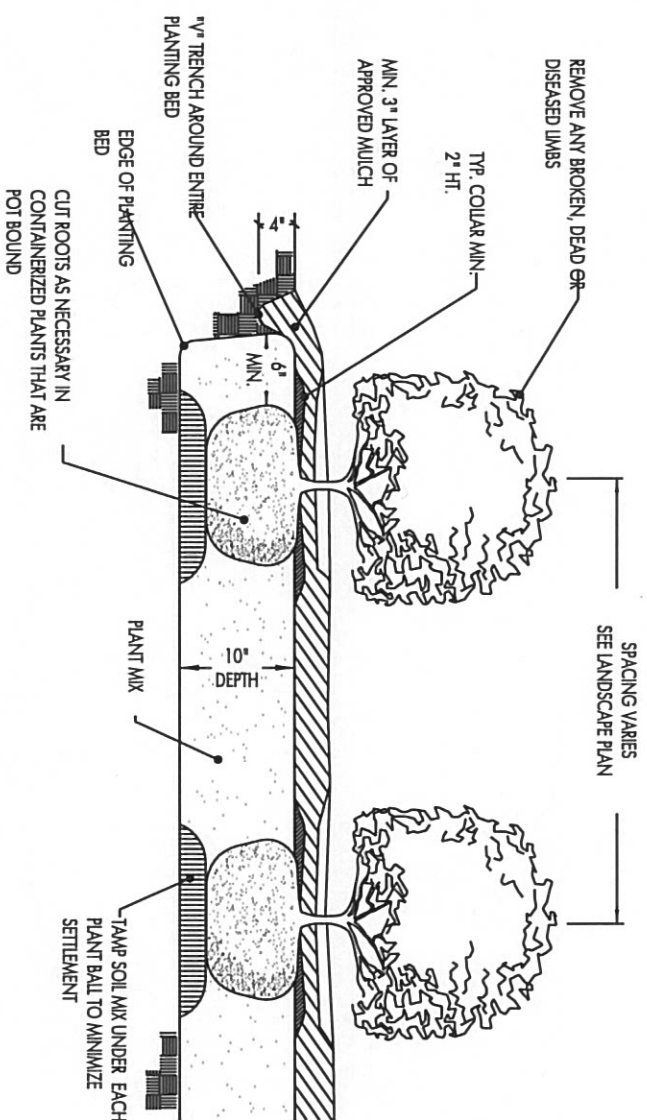
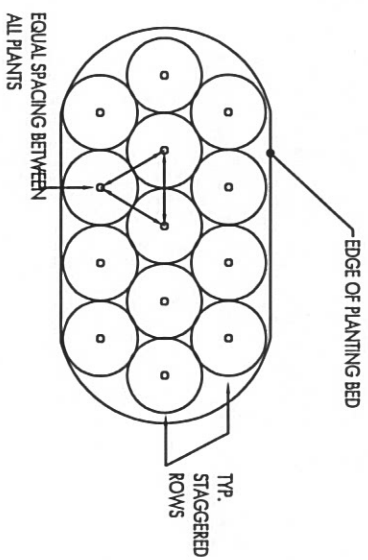
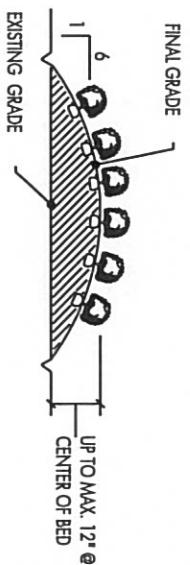
THE CITY OF ALPHARETTA GEORGIA		TREE ANCHORING - TYPE A (FOR TREES LARGER THAN 2 INCHES CALIPER)	
		08/01/2015	
		STD. L-2	
BY	REVISION	DATE	

THE CITY OF
ALPHARETTA
PUBLIC WORKS

1790 Hembree Road
Alpharetta, Georgia 30009
Phone: 678-297-6200
Fax: 678-297-6201

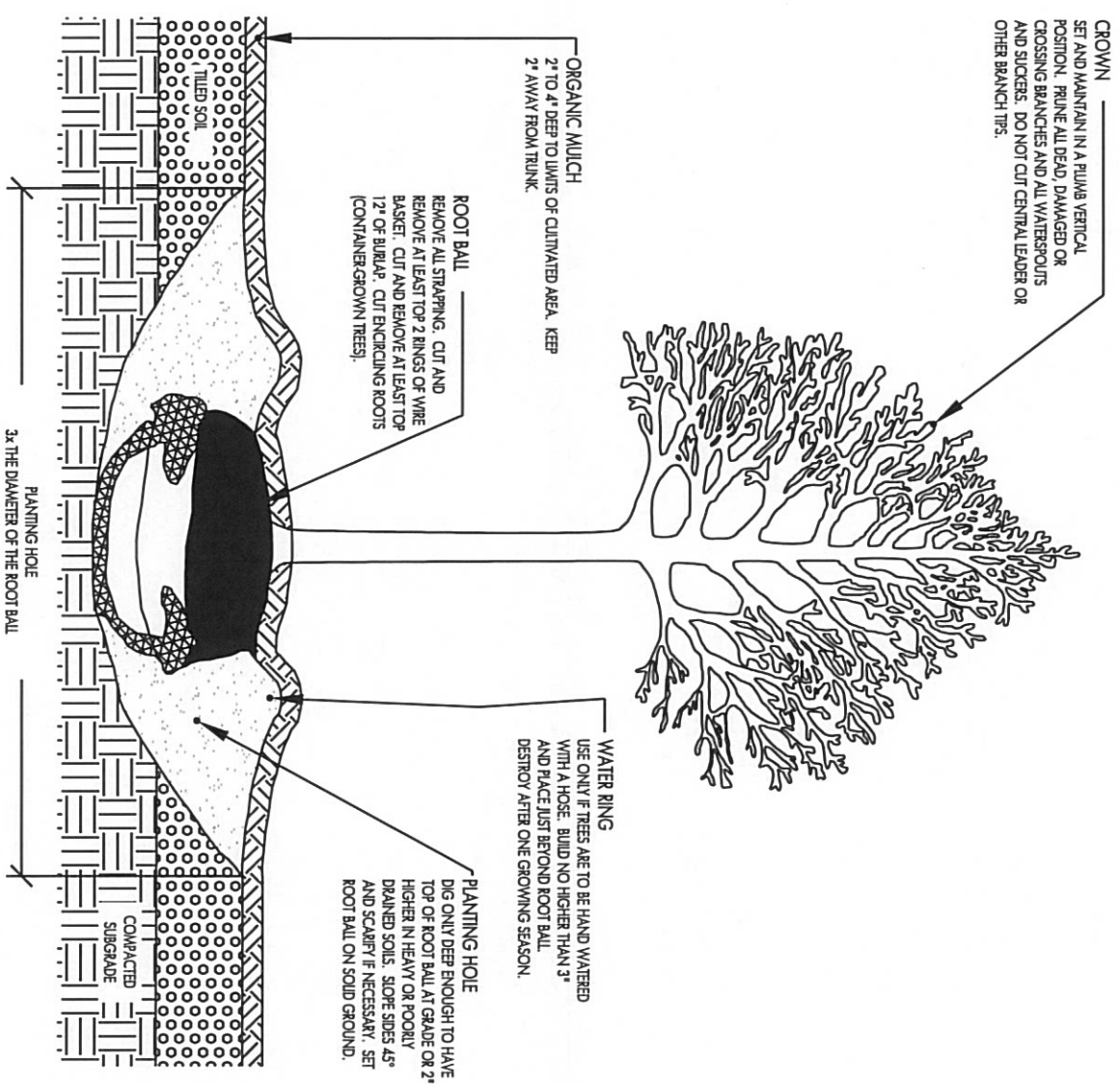
DETAILS

ORIGINAL ISSUE DATE: 12/22/16	REVISIONS	
FY2017 TREE PLANTING & LANDSCAPE IMPROVEMENTS PHASE 1		
WESTSIDE PARKWAY - GARDNER DRIVE TO OLD MILTON PARKWAY CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA		



1. OMIT COLLAR AROUND EACH SHRUB WHEN IRRIGATION SYSTEM IS PRESENT.
2. INSTALL TOP OF PLANT BALL 2'-3" ABOVE ADJACENT GRADE.
3. TAMP PLANTING MIX FIRMLY AS PFT IS FILLED AROUND EACH PLANT BALL.
4. SOAK EACH PLANT BALL AND PFT IMMEDIATELY AFTER INSTALLATION.

 THE CITY OF ALPHARETTA GEORGIA			SHRUB PLANTING BED		
			08/01/2015		
BY	REVISION	DATE	STD. L-7		



DETAILS

ORIGINAL	REVISIONS
ISSUE DATE:	
12/22/16	

FY2017 TREE PLANTING & LANDSCAPE IMPROVEMENTS

PHASE 1

WESTSIDE PARKWAY - GARDNER DRIVE TO OLD MILTON PARKWAY
CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA

1790 Hembree Road
Alpharetta, Georgia 30009

Phone: 678-297-6200
Fax: 678-297-6201

TREE LIST – FY 2017 Tree Planting

<u>Qty</u>	<u>Common Name</u>	<u>Latin Name</u>
22	Upright European Hornbeam	<i>Carpinus betulus 'Fastigiata'</i>
8	Winter King Hawthorn	<i>Crataegus viridis 'Winter King'</i>
8	Carolina American Holly	<i>Ilex opaca 'Carolina No. 2'</i>
6	London Plane Tree	<i>Platanus x acerifolia 'Morton Circle'</i>
16	Pin Oak	<i>Quercus palustris</i>
8	Green Whisper Bald Cypress	<i>Taxodium distichum 'JFS-SGPN'</i>
17	Emerald Green Arborvitae	<i>Thuja occidentalis 'Smaragd'</i>



Upright European Hornbeam



Upright European Hornbeam – Fall Color



Winter King Hawthorn – Spring Bloom



Winter King Hawthorn – Winter Berries



Carolina American Holly – Evergreen



Emerald Green Arborvitae - Evergreen



London Plane Tree



London Plane Tree – Fall Color



Pin Oak



Pin Oak - Fall Color



Green Whisper Bald Cypress



Green Whisper Bald Cypress – Fall Color



RUPPERT
LANDSCAPE

Friday, January 27, 2017

City of Alpharetta ROW

Project: FY 2017 Tree Planting and Landscape Improvements-Phase 1

Proposal #22017

Attn: Will Eberly

Ruppert Landscape proposes to furnish all labor, tools, materials, equipment and insurance necessary to perform the following Landscape Enhancements at the above referenced property. Specifically, the scope of work shall be described herein:

QTY	SIZE	DESCRIPTION	UNIT PRICE	TOTAL
8	12'	Carolina American Holly	\$1,240.00	\$9,920.00
6	4" cal.	London Plane	\$945.00	\$5,670.00
12	4" cal.	Pin Oak	\$855.00	\$10,260.00
12	8'	Emerald Green Arborvitae	\$530.00	\$6,360.00
5	12'	Emerald Green Arborvitae	\$750.00	\$3,750.00
22	4" cal.	Upright European Hornbeam	\$810.00	\$17,820.00
8	4" cal.	Winter King Hawthorn	\$780.00	\$6,240.00
8	4" cal.	Green Whisper Bald Cypress	\$745.00	\$5,960.00
322		Bales of Pinestraw	7.50	\$2,415.00
3130	LF	Root Barrier	\$7.99	\$25,009.00
		Tree Removals/Stump Grinding	Lump	\$8,320.00
4032	Sq. Ft.	Bermuda Sod	\$1.18	\$4,758.00
		Watering (Year One)	Lump	\$22,794.00
		Watering (Year Two)	Lump	\$8,819.00
		TOTAL COST		\$138,095.00

Please note-Unit Price for trees include: topsoil/backfill mix, stakes/straps, moisture manager and water bags.

Payment shall be requisitioned upon completion and will be due, in full, within fifteen (15) days. Due to the availability of certain plant material, this proposal shall only be valid for thirty (30) days. Following thirty (30) days the price for this proposal will need to be evaluated. If this proposal meets with your approval, please sign and return one copy. If I may be of further service, please contact me at 770-931-9900 or 404-569-4516.

Sincerely,

Acceptance of Proposal

Stephen DeWeese
Area Manager
Ruppert Landscape, Inc.

Client: _____

Name: _____

Title: _____