



CITY COUNCIL MEETING & PUBLIC HEARING OCTOBER 3, 2022

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

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE TO THE FLAG

IV. PRESENTATIONS AND PROCLAMATIONS

A. National Arts and Humanities Month 2022

V. CONSENT AGENDA

A. Council Meeting Minutes (Meeting of 9/26/2022)

Approval of the City Council Meeting Minutes from the meeting of September 26, 2022

B. Task Order for On-Call Stormwater Pipe Lining Services to Utility Asset Management, Inc.

Approval of a Task Order for pipe lining services to Utility Asset Management, Inc. under the City's On-Call Stormwater Pipe Lining Services contract and authorize the Mayor to execute all necessary documents.

VI. PUBLIC HEARING

A. V-22-16 / 133 Cumming Street

DEFERRED: This item has been deferred by the applicant to the November 7, 2022 City Council Meeting and Public Hearing. This item will not be heard, discussed, or considered during the October 3, 2022 City Council Meeting and Public Hearing.

Consideration of variances to allow for the subdivision of a 1.76-acre residential property into 3 'For-Sale' single-family detached lots. Variances are requested to eliminate stream buffers in order to pipe a perennial stream, reduce front and rear building setbacks, reduce minimum separation between a driveway and an intersection, and increase maximum impervious area. The property is located at 133 Cumming Street and is legally described as being located in Land Lots 1253 & 1254, 2nd District, 2nd Section, Fulton County, Georgia.

B. PH-22-13 Lewis Manning House/40 Cumming Street

Consideration of a change to previous conditions of zoning to modify the site layout and tree save conditions. The property is located at 40 Cumming Street and is legally described as being located in Land Lot 1253, 2nd District, 2nd Section, Fulton County, Georgia.

VII. NEW BUSINESS

A. Design Services: Wills Park Improvements & Wills Park Equestrian Center Improvements, RFQ 22-1005 & RFQ 22-120

REMOVED: This item has been removed from this agenda by staff. This item will not be heard, discussed, or considered by City Council during the October 3, 2022 City Council meeting.

Approval of the award of RFQ-22-1005 and RFQ 22-120 to Barge Design Solutions, Inc. for design of the Wills Park Improvements and the Wills Park Equestrian Center Improvements and authorize the Mayor to execute all necessary documents.

B. Wills Park Equestrian Center Arena #3 Renovation

REMOVED: This item has been removed from this agenda by staff. This item will not be heard, discussed, or considered by City Council during the October 3, 2022 City Council meeting.

C. Alpha Loop Foundation Memorandum of Understanding

Approval of a Memorandum of Understanding between the Alpha Loop Foundation, Inc. and the City of Alpharetta, Georgia

D. Alpha Loop Foundation License Agreement

Approval of a License Agreement between the City of Alpharetta, Georgia and Alpha Loop Foundation, Inc.

E. Resolution: 2022 - 2023 Georgia Outdoor Stewardship Program Application Submission

Adopt a resolution authorizing the submission of the 2022-2023 Georgia Outdoor Stewardship Program pre-application to the Georgia Department of Natural Resources and authorize the mayor to execute all necessary documents.

VIII. WORKSHOP ITEMS

A. Kimball Bridge / Waters Road Park Concept Review and Workshop

Review and discussion of the latest park rendering for Kimball Bridge / Waters Road Community Park. This item, pending discussion, is set to seek approval at the October 17, 2022 Council Meeting.

B. Discussion of Judge Rich's Report regarding the Investigation of Former Alpharetta Municipal Court and Judge Barry Zimmerman

IX. PUBLIC COMMENT

X. REPORTS

XI. EXECUTIVE SESSION

XII. ADJOURNMENT



STAFF REPORT

Submitting Department: City Clerk

Submitted By: Lauren Shapiro

Sponsored By:

Meeting Date: October 3, 2022

I. AGENDA ITEM TITLE: COUNCIL MEETING MINUTES (MEETING OF 9/26/2022)

Approval of the City Council Meeting Minutes from the meeting of September 26, 2022

II. RECOMMENDATION:

Approve the Council meeting minutes from September 26, 2022 at 6:30 p.m. as part of the Consent Agenda.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
-----------------------------	----------------------

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
-----------------------------	----------------------

IV. REPORT IN BRIEF:

City Clerk, Lauren Shapiro, attended, recorded, and prepared a synopsis of the pertinent information that occurred during the City Council meeting on September 26, 2022 at 6:30 p.m.s

V. ALTERNATIVES:

VI. ATTACHMENTS:

CC Meeting Minutes 9.26.2022



City Council Meeting & Public Hearing

SEPTEMBER 26, 2022

UNOFFICIAL MINUTES

Office of the City Clerk

ALPHARETTA CITY HALL

COUNCIL CHAMBERS | 2 PARK PLAZA | 6:30 PM

This summary is provided as a convenience and service to the public, media, and staff. It is not the intent to record proceedings verbatim. Any reproduction of this summary must include this notice. This is not an official record of the Alpharetta City Council Meeting proceedings. City Council Meetings are recorded and available for review at <https://www.youtube.com/user/alpharettagov>.

I. CALL TO ORDER

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

II. ROLL CALL

• Council Members

- Mayor Jim Gilvin
- Mayor Pro Tem Dan Merkel
- Donald F. Mitchell
- Brian Will
- Douglas J. DeRito
- John Hipes
- Jason Binder

• Staff

- Chris Lagerbloom, City Administrator
- Molly Esswein, City Attorney with Jarrard & Davis
- James Drinkard, Asst. City Administrator
- Lauren Shapiro, City Clerk
- John Robison, Director of Public Safety
- Kathi Cook, Director of Community and Economic Development
- Morgan Rodgers, Director of Recreation, Parks, and Cultural Services
- Pete Sewczwicz, Director of Public Works
- Tom Harris, Director of Finance
- Adam Montgomery, Information Security Manager

- Lance Morsell, Economic Development Manager
- Michael Woodman, Planning & Development Services Manager
- Charlotte Christian, Economic Development Coordinator
- Eric Graves, Senior Transportation Engineer / Planner

III. PLEDGE TO THE FLAG

- A. Mayor Gilvin announced that Playground Equipment Replacement: Webb Bridge Park item was removed from the Consent Agenda by city staff, and PH-21-06 Kairos/Thompson Street Flats Change to Condition of Zoning was withdrawn by the applicant and will not be considered during the September 26, 2022 City Council meeting.

IV. CONSENT AGENDA

A. Financial Management Report: Month Ending July 31, 2022

Approval of the Financial Management Report for the month ending July 31, 2022

B. Memorandum of Understanding: GDOT GA 400 Managed Lanes Utility

Approval of Public Private Partnership (P3) Memorandum of Understanding between the Georgia Department of Transportation and the City of Alpharetta to construct Express Lanes along Georgia State Route 400

C. Palo Alto Hardware Refresh

Approve the purchase and installation of replacement Palo Alto network security technology to Layer3 Communications, LLC

- Council Member Hipes requested to remove Item A "Council Meeting Minutes (Meeting of 9/19/2022) from the Consent Agenda.
- Council Member Will requested to remove Item E "Managed Print Services, RFP 22-124" from the Consent Agenda.
- Council Member Binder requested to remove Item F "Fran Shoenthal McQueen Settlement Agreement" from the Consent Agenda.

❖ Mayor Pro Tem Merkel offered a motion to approve the Consent Agenda, as amended.

- Council Member Hipes seconded the motion.
- The motion was approved unanimously (7-0).

D. Council Meeting Minutes (Meeting of 9/19/2022)

Approval of the City Council Meeting Minutes from the meeting of September 19, 2022

❖ Mayor Pro Tem Merkel offered a motion to approve the Council Meeting Minutes from the meeting of September 19, 2022.

- Council Member DeRito seconded the motion.
- The motion was approved (5-0-2; with Council Member Binder and Council Member Hipes in abstention, as they were not present during the City Council Meeting on September 19, 2022).

E. Managed Print Services, RFP 22-124

Approval of the award of RFP 22-124 to EDGE Business Systems for managed print services

- ❖ Mayor Pro Tem Merkel offered a motion to take up this item.
 - Council Member DeRito seconded the motion.
- Information Security Manager, Adam Montgomery, came forward to speak on behalf of this item.

Council Member Discussion:

- Council Member Will asked why the selection committee picked a vendor (EDGE Business Systems) that was almost double of the other vendor shown in the RFP.
 - Manager Montgomery shared that pricing that was provided by the current vendor is likely not as accurate of a quote (based on current pages printed) and the EDGE Business Systems is used in other cities and has a stronger business model.
 - Director of Finance, Tom Harris, came forward and shared that we did not negotiate the price on this item because we have been paying much higher than what the current vendor quoted in this RFP.
- ❖ Council Member Mitchell offered a motion approve the award of RFP 22-124 to EDGE Business Systems for managed print services
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (7-0).

F. Fran Shoenthal McQueen Settlement Agreement

Approval of the Settlement Agreement and Full and Final Release of Claims by Fran Shoenthal McQueen and authorize the Mayor to execute all necessary documents

- ❖ Council Member DeRito offered a motion to take up this item.
 - Council Member Mitchell seconded the motion.
- City Attorney, Molly Esswein, came forward to present this item.
- This Settlement Agreement is a full and final release of claims brought by Fran Shoenthal McQueen, the former City Solicitor.

Public Comments:

- There were no public comments.
- ❖ Council Member DeRito offered a motion to approve the Settlement Agreement and Full and Final Release of Claims by Fran Shoenthal McQueen and authorize the Mayor to execute all necessary documents.
 - Council Member Mitchell seconded the motion.
 - The motion was approved (6-1; with Council Member Binder in opposition).
 - There was discussion during the motion about the following:

- Council Member Binder thanked the City Attorney for her work in negotiating this settlement and shared that he could not support this motion.

V. PUBLIC HEARING

A. Z-22-13 / V-22-25 / Grand Communities / 2325 Old Milton Parkway

Consideration of a rezoning and variances to allow for the construction of 24 'For-Sale' townhomes on approximately 6.15 acres. A rezoning is requested from O-I (Office-Institutional) and R-12 (Dwelling, 'For-Sale', Residential) to DT-LW (Downtown Live-Work) and variances are requested to reduce stream buffers, allow some townhomes to be front loaded, modify streetscape standards, and reduce undisturbed buffers. The property is located at 2325 Old Milton Parkway, 0 Norcross Street, and 210 Norcross Street and is legally described as being located in Land Lot 748, 1st District, 2nd Section, Fulton County, Georgia.

- Planning & Development Services Manager, Michael Woodman, came forward to present this item.
- Staff is recommending that Mayor and Council approve Z-22-13 / V-22-25 / Grand Communities / 2325 Old Milton Parkway, subject to the following conditions:
 1. Approximately 6.15 acres shall be zoned DT-LW and developed substantially similar to site plan prepared by PEC, dated 4/19/22, except for modifications required to comply with the conditions below. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning. The remaining 4 acres of the site shall remain in an undisturbed state.
 2. Architecture and materials shall be developed substantially similar to the submitted renderings, labeled Exhibit A, except for modifications required to comply with the Downtown Consultant's comments and in compliance with the Alpharetta Downtown Code, subject to final approval by DRB. Townhomes shall have 4-sided architecture, materials and details. Townhome side elevation facing Old Milton Parkway shall have a porch or other significant projection to give the appearance as a front elevation, as approved by DRB.
 3. Density shall not exceed 3.9 dwelling units per acre.
 4. Courtyards may encroach into landscape strips, subject to meeting the minimum landscape material requirements, as approved by Staff.
 5. Developer shall improve Old Milton Parkway streetscape with a minimum 4' planter planted with street trees (subject to Staff and GDOT approval), minimum 8' sidewalk, and decorative pedestrian lighting, with final approval by Staff. In lieu of tree grates, the soil area around street trees shall be planted with evergreen ornamental grasses, groundcovers and/or shrubs.

6. Streets, alleys and sidewalks internal to the site shall be developed as depicted on the site plan prepared by PEC, dated 4/19/22, with final approval by Staff. Decorative pedestrian lighting shall be required throughout the development. Internal streets and alleys shall be private and maintained by the HOA.
7. Minimum 10' landscape strip shall be required along both sides of internal streets, not including alleys. Landscape strips shall be exclusive of utilities and easements, except that if Fulton County requires an unencumbered easement shrubs shall replace tree requirements on one side of the street.
8. Minimum 20' landscape strip/building setback shall be provided along Old Milton Parkway. Landscape strip shall be planted with shade trees as a continuation of what has been planted or designed in the Downtown and outside of utility easements and overhead utilities, as approved by Staff.
9. A 20' planted buffer shall be provided as depicted on the site plan prepared by PEC, dated 4/19/22. A double row of evergreen and hardwood trees and shrubs shall be planted along the west property line adjacent to Units 1-4, as approved by Staff.
10. Project entrance shall include a decorative paver apron, landscaping, decorative low wall and/or fencing with columns, as approved by Staff.
11. Open space shall be developed substantially similar to the site plan prepared by PEC, dated 4/19/22, as approved by Staff. Open space shall be developed with a park-like setting with decorative landscape, hardscape and seating. Landscape shall include plant selections promoting the historic Downtown.
12. Creeping vines shall be planted to cover retaining and low walls, as approved by Staff.
13. Tree removal of specimen sized trees and trees of quality, as noted in the James Mahoney arborist report, shall be limited to trees in poor condition and tree #305, 323, 325, 1387, 1388, and 1389.
14. Fences and walls visible from the public right-of-way shall be decorative, as approved by Staff. Unfinished wood fences and decks shall not be visible from the street.
15. HVAC and similar equipment shall not be visible from the public right-of-way.
16. Garbage pickup shall be from within the development.
17. No more than 10% of the residential units shall be permitted to be rented, as recorded in the HOA's declarations and covenants.
18. To mitigate stream buffer impacts, developer shall comply with one or a combination of the following measures, as approved by Staff:

- a) Provide 50% additional runoff reduction or water quality volume above the standard city requirements.
- b) Provide buffer enhancement on an agreed upon area equal to at least 2 times the area of encroachment/impact. Enhancements may include removing fallen trees inside the stream bed that are impeding flow, plant eroded or sparsely vegetated areas of stream banks with live stakes, add enhanced buffer plantings where sparsely vegetated, and remove invasive vines.
- c) Obtain any necessary state and federal approvals for the stream and buffer impacts.
- d) Or alternative mitigation measures, as approved by Staff.

19. Minimum 4 guest parking spaces shall be provided on the site.

- The applicant, Grand Communities, LLC, is requesting a rezoning and variances to allow for the construction of twenty-four (24) 'For-Sale' townhomes on 6.15 acres in the Downtown. The proposed density is 3.9 dwelling units per acre. A rezoning is requested from R-12 (Dwelling, 'For-Sale', Residential) and O-I (Office-Institutional) to DT-LW (Downtown Live-Work). Variances are requested to allow up to twelve (12) townhomes to be front loaded, allow encroachments into a non-perennial stream buffer and impervious setback, and modify streetscape standards. The subject property is located at 2325 Old Milton Parkway, 0 Norcross Street, and 210 Norcross Street near the southeast corner of Old Milton Parkway and Haynes Bridge Road.
- The undeveloped property is wooded and encumbered by approximately 3.1 acres of floodplain and stream buffers. Surrounding properties are zoned C-2 (General Commercial), DT-LW and O-I to the north, O-I and DT-LW to the east, R-4A (Dwelling, 'For-Sale', Attached Residential) to the south and R-4A, C-2 and O-I to the west. Haynes Park subdivision is located to the south and west, Alpharetta Crossing shopping center, My First Academy and Sabri Guven Fine Jewelry are located to the west, Beaty Facial Plastic Surgery and Chelsea Walk subdivision are located to the east, and undeveloped commercial properties are located to the north. The comprehensive land use plan designation of the property is 'Mixed Use Live Work', which allows the proposed use.
- The applicant proposes to mitigate the stream buffer and impervious setback encroachments (approximately 0.25 acres) by setting aside an equivalent buffer and impervious setback area on the property. The set aside area for the new stream buffer and impervious setback should be outside of the 100-year floodplain.
- Half of the units will be rear loaded and half will be front loaded. Rear loaded units are twenty feet (20') wide and front-loaded units are 24' wide. Townhomes along

Old Milton Parkway are setback approximately fifteen feet (15') from the right-of-way. Building setbacks comply with the DT-LW development standards; however, a twenty-foot (20') setback and landscape strip has been approved at other developments along Old Milton Parkway in the Downtown.

- Each townhome unit will have two (2) side-by-side parking spaces within a garage and a Code-compliant driveway accommodating two (2) additional cars. Two (2) guest parking spaces are provided near the mail kiosk. The Downtown Code requires 60 parking spaces for the proposed subdivision (2.5 parking spaces/unit), of which 98 spaces are provided on the site plan.
- The site plan depicts 1.35 acres, or 22%, open space within the proposed development. Amenity space is proposed to include two (2) pocket parks, with one (1) located at the north end of the site and one (1) at the south end of the site. A mail kiosk is located near the southern pocket park and includes two (2) parking spaces. Civic space is noted to be a creek side greenway; however, improvements such as a trail are not depicted on the site plan.
- Amenity space is proposed to include two (2) pocket parks, with one (1) located at the north end of the site and one (1) at the south end of the site. A mail kiosk is located near the southern pocket park and includes two (2) parking spaces. Civic space is noted to be a creek side greenway; however, improvements such as a trail are not depicted on the site plan.
- The report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that no comments were received.
- City Staff received correspondence from residents with concerns over flooding, habitat destruction, stream buffer impacts, proximity of detention pond to Chelsea Walk (buffers and potential for underground), and guest parking. CZIM was held on August 10, 2022. There were public comments with concerns over sufficient guest parking, stream buffer encroachments and proximity of detention pond to Chelsea Walk.
- At the start of the meeting, the applicant provided a hard copy of an updated site plan showing a revised date of 9/21/2022, which is depicted in the table on the right-hand side of the site plan (attached hereto as "Exhibit A") and a hard copy of the applicant's proposed redlined conditions (attached hereto as "Exhibit B").
- Deena Swetlick (3940 Olympic Boulevard, Suite400, Erlanger, Kentucky 41018) came forward to speak on behalf of the applicant.
- Kenneth Wood (350 Research Court, Norcross, Georgia 30092) came forward to speak on behalf of the applicant.

City Council Discussion:

- Mayor Pro Tem Merkel asked about the dimensions of the driveways for this subdivision.
 - Manager Woodman shared that all driveways have the Code required 18-foot driveways.
- Council Member Mitchell asked whether there were future plans to develop the Haynes Bridge Road property.
 - Manager Woodman shared that according to the applicant, they indicated there are no plans for development (significant elevation drop in the property).
- Council Member Mitchell shared that this development is within the downtown core and the renderings do not meet the historic tudor architecture style and expressed that he does not like the side profile of the elevation facing Old Milton Parkway. Additionally, it should look more historic, not modern.
 - Manager Woodman shared that the Downtown Consultant shared that this application did meet the downtown architectural guidelines.
- Council Member DeRito asked what portions of the site plan have been changed and the elevations of Exhibit A within the agenda packet.
 - Manager Woodman shared that the site plan was amended after Planning Commission (additional guest parking spaces, relocation of fire turnaround, greater setback from Old Milton Parkway). Also, there are some offsets between each unit. The shadowing on these renderings show that those portion of the building will stand out from the remainder of the building.
- Council Member DeRito also asked about stormwater in terms of proposed Condition #18 and whether a hydrology study should be required.
 - Manager Woodman shared that a hydrology study would be required during the land disturbance permit. The four options in Condition #18 will allow the stormwater engineer to determine what the best type of mitigation might be, in most cases, there may be multiple options needed.
 - Director Cook shared that she would construct additional language for Condition #18 that would require the applicant to provide a hydrology study.
- Council Member Hipes asked about the type of architecture and screening that would face Old Milton Parkway.
 - The applicant shared that there is currently not detailed landscaping plans, but will work with the conditions on landscaping. The Tuscan elevation is the one that would face Old Milton Parkway.
- Mayor Gilvin asked if the concerns could be addressed with Design Review Board and if any other changes
 - Director Cook shared that it could be addressed, and further, she believed that this is more of a modern tudor, not historic. Further, she would recommend that Council strike the second sentence of Condition #2 regarding the facades and add language to Condition #18 that states "Applicant shall prepare a hydrology study for staff approval."

Public Comment:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to approve Z-22-13 / V-22-25 / Grand Communities / 2325 Old Milton Parkway, subject to the following conditions:
 1. Approximately 6.15 acres shall be zoned DT-LW and developed substantially similar to site plan prepared by PEC, dated 9/21/22, except for modifications required to comply with the conditions below. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning. The remaining 4 acres of the site shall remain in an undisturbed state. Any development proposed on Haynes Bridge Road shall require site plan approval from the City.
 2. Architecture and materials shall be developed substantially similar to the submitted renderings, labeled Exhibit A, except for modifications required to comply with the Downtown Consultant's comments and in compliance with the Alpharetta Downtown Code, subject to final approval by DRB. Townhomes shall have 4-sided architecture, materials and details. Townhome side elevation facing Old Milton Parkway shall have a porch or other significant projection to give the appearance as a front elevation, as approved by DRB.
 3. Density shall not exceed 3.9 dwelling units per acre.
 4. Courtyards may encroach into landscape strips, subject to meeting the minimum landscape material requirements, as approved by Staff.
 5. Developer shall improve Old Milton Parkway streetscape with a minimum 4' planter planted with street trees (subject to Staff and GDOT approval), minimum 8' sidewalk, and decorative pedestrian lighting, with final approval by Staff. In lieu of tree grates, the soil area around street trees shall be planted with evergreen ornamental grasses, groundcovers and/or shrubs.
 6. Streets, alleys and sidewalks internal to the site shall be developed as depicted on the site plan prepared by PEC, dated 9/21/22, with final approval by Staff. Decorative pedestrian lighting shall be required throughout the development. Internal streets and alleys shall be private and maintained by the HOA.
 7. Minimum 10' landscape strip shall be required along both sides of internal streets, not including alleys. However, next to units 1 and 8 the strip shall be 6'. Landscape strips shall be exclusive of utilities and easements, except that if Fulton County requires an unencumbered easement shrubs shall replace tree requirements on the utility side of the street.
 8. Minimum 15' landscape strip/building setback shall be provided along Old Milton Parkway. Landscape strip shall be planted with shade trees as a continuation of

what has been planted or designed in the Downtown and outside of utility easements and overhead utilities, as approved by Staff.

9. A 20' planted buffer shall be provided as depicted on the site plan prepared by PEC, dated 9/21/22. A double row of evergreen and hardwood trees and shrubs shall be planted along the west property line adjacent to Units 1-4, as approved by Staff.
10. Project entrance shall include a decorative paver apron, per the site plan dated 9/21/22, landscaping, decorative low wall and/or fencing with columns, as approved by Staff.
11. Open space shall be developed substantially similar to the site plan prepared by PEC, dated 9/21/22, as approved by Staff. Open space shall be developed with a park-like setting with decorative landscape, hardscape and seating. Landscape shall include plant selections promoting the historic Downtown.
12. Creeping vines shall be planted to cover retaining and low walls, as approved by Staff.
13. Tree removal of specimen sized trees and trees of quality, as noted in the James Mahoney arborist report, shall be limited to trees in poor condition and tree #305, 323, 325, 1387, 1388, and 1389.
14. Fences and walls visible from the public right-of-way shall be decorative, as approved by Staff. Unfinished wood fences and decks shall not be visible from the street.
15. HVAC and similar equipment shall not be visible from the public right-of-way.
16. Garbage pickup shall be from within the development.
17. No more than 10% of the residential units shall be permitted to be rented, as recorded in the HOA's declarations and covenants.
18. To mitigate stream buffer impacts, a hydrology study shall be conducted by the applicant and submitted to staff for approval. Further, the developer shall comply with one or a combination of the following stream buffer impact measures, as approved by Staff:
 - a. Provide 50% additional runoff reduction or water quality volume above the standard city requirements.
 - b. Provide buffer enhancement on an agreed upon area equal to at least 2 times the area of encroachment/impact. Enhancements may include removing fallen trees inside the stream bed that are impeding flow, plant eroded or sparsely vegetated areas of stream banks with live stakes, add

enhanced buffer plantings where sparsely vegetated, and remove invasive vines.

- c. Obtain any necessary state and federal approvals for the stream and buffer impacts.
- d. Or alternative mitigation measures, as approved by Staff.

19. Minimum 4 guest parking spaces shall be provided on the site.

20. The alleys within the development shall be 20' in width.

21. The landscape strip shall be measured from back of existing public right-of-way. If GDOT requires a deceleration lane in front of Units 1 through 4, then staff will work with the developer to maximize landscape screening in lieu of part of the landscape strip here. Likewise, the planted strip between the new Old Milton right-of-way and the sidewalk shown may be reduced to 2' in back of curb.

- Council Member DeRito seconded the motion.
 - Council Member Mitchell offered a friendly amendment to remove the language from Condition #2 that states "developed substantially similar to the submitted renderings, labeled Exhibit A, except for modifications required to comply with the Downtown Consultant's comments and in compliance with the Alpharetta Downtown Code."
 - Mayor Pro Tem did not accept Council Member Mitchell's friendly amendment.
- ❖ Council Member Mitchell offered a motion to postpone indefinitely.
- Council Member Will seconded the motion.
 - The motion was approved (6-1 ; with Mayor Pro Tem Merkel in opposition).
 - There was discussion during the motion about the following:
 - Mayor Pro Tem Merkel shared that he is troubled with this motion because an architectural firm that works with the City told the applicant that these renderings meet the design guidelines, and the applicant traveled to be here tonight to present this item.
 - Council Member Binder shared that he is in favor of postponing this item.
 - Council Member Hipes shared that this is a big investment for your company, but this is prominent and difficult parcel. It was somewhat unclear of what was being proposed to be

approved. It is an inconvenience for the applicant to come back, but it is in everyone's interest to get this right.

- Council Member Mitchell shared that there was some oversight in our design guidelines and this application and wants to ensure that council is adhering to those.
- Council Member DeRito acknowledged the applicant's legacy giving program and shared that he has always respected other Council Member's motions to table/postpone.
- Mayor Gilvin shared that he would support the motion to postpone indefinitely.

B. PH-21-06 Kairos/Thompson Street Flats Change to Condition of Zoning

WITHDRAWN: *This item has been withdrawn by the applicant and will not be considered at the September 26, 2022 City Council meeting.*

Consideration of request to change previous conditions of zoning to allow for a change from 12 'For-Sale' condominium units to 10 'For-Sale' single-family detached homes. The property is located at 51 and 61 Thompson Street and is legally described as being located in Land Lot 748, 1st District, 2nd Section, Fulton County, Georgia.

VI. OLD BUSINESS

A. PH-22-10 / Unified Development Code (UDC) Text Amendment – Banner Signs

Second Reading

Public Hearing #1 and First Reading occurred during the September 19, 2022 City Council Meeting & Public Hearing.

Consideration of text amendments to the Unified Development Code related to banner signs and allowing the Director of Community Development to approve an extension to the period of time that a business may display a banner sign when the business has frontage on a road that is under construction.

- Director of Community and Economic Development, Kathi Cook, came forward to present this item.
- This item was considered at the 9/1/2022 Planning Commission meeting. There were no public comments. After discussion, Planning Commission recommended approval subject to changing 'retail and restaurant business' to 'commercial business' and adding the 'County' as it relates to roadway construction activities (7-0).
- An amendment to the code is requested in order to provide the Director of Community Development authority, at the Director's sole discretion, to administratively allow a banner to remain past the 14-day period for a business that fronts a roadway that is under construction. The roadway construction must be a project under construction for 3 months or longer and a project overseen by the city, Georgia Department of Transportation or Fulton County. Multi-tenant properties would only be allowed a single

banner and if banners are not maintained in good condition, removal would be required.

- City Attorney, Molly Esswein, read the ordinance title aloud.
- The ordinance and proposed text amendments are attached hereto as "Exhibit C."

Public Comments:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to approve the second reading of PH-22-10 / Unified Development Code (UDC) Text Amendment – Banner Signs.
 - Council Member Hipes seconded the motion.
 - The motion was approved unanimously (7-0).

VII. NEW BUSINESS

A. Design Services: Pedestrian Safety Improvements (RFQ 22-1007)

Approval of the award of RFQ 22-1007 (Pedestrian Safety Improvement Design Services) and Roswell Street Alpha Loop Design Services (Old Milton Parkway to Old Roswell Street) to Moffatt & Nichol

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- Staff is recommending that Mayor and Council approve the award of RFQ 22-1007 (Pedestrian Safety Improvement design services) and Roswell Street Alpha Loop design services (Old Milton Pkwy to Old Roswell Street) to Moffatt & Nichol in an amount totaling \$272,000.00 and authorize the Mayor to execute all necessary documents.
- The award of this project is for design services associated with pedestrian safety and connectivity improvements in the Downtown Area.
- This proposed project is to review the intersection of Roswell Street at Marietta Street for safety improvements that would reduce vehicle speeds, improve visibility, shorten the distance to cross the street, and provide pedestrian refuges. Roswell Street, between Old Roswell Street and Old Milton Parkway, will be comprehensively studied to determine the most optimum safety treatment at the intersection of Roswell Street and Marietta Street.
- This proposed project is to review the section of Academy Street from Highway 9 to Haynes Bridge Road for improvements that would reduce vehicle speeds, improve visibility, shorten the distance pedestrians must traverse to cross the street, and provide pedestrian refuge.
- This proposed project is to design street walls along the sidewalk on Highway 9 in front of the Town Green so as to improve safety. Three walls are proposed for this project. All three walls will be veneered (both sides) with brick to match City Hall and will have

a capstone similar to the ones within the City Center. We are looking into two options for the walls' height; 18 inches and 36 inches.

- This would be to study the Downtown Area along Highway 9 and design a self-standing, outdoor kiosk at an optimum location to promote residents' and visitors' information about the city. All necessary components for the safe and efficient operation of the kiosk such as fiber optic cable, remote communication routers, and power connection will be included in the design and construction plans. The kiosk will be waterproof and dust-proof with a preferred height of 80 inches.
- The Community Development Department received the Downtown Link Alpha Loop study. As a part of this study, wider sidewalks are recommended to be designed and constructed along Roswell Street between Old Milton Pkwy and Old Roswell Street. Although the study has not been adopted at this time, staff requested Moffatt & Nichol to add a separate line item to their cost proposal for the future design of Roswell Street Alpha Loop from Old Milton Parkway to Old Roswell Street. This is to ensure that safety improvements at the intersection of Roswell Street & Marietta Street would not contradict the Alpha Loop design along Roswell Street. If the Roswell Street Alpha Loop design does not become necessary, Moffatt & Nichol would not charge for that line item.
- Public Works staff met with Moffat and Nichol to discuss their proposal and expectations of the City. Moffat and Nichol confirmed their cost proposal will cover the necessary costs to design the pedestrian improvements. Moffatt & Nichol is an experienced firm that has worked on similar design projects throughout the metro Atlanta area. Once a contract with Moffatt & Nichol is finalized and executed, design work will begin immediately. The anticipated completion date of all five design projects is 17 months from the notice to proceed.

City Council Discussion:

- Council Member Will asked about the additional \$72,000 project proposed in this staff report.
 - Director Sewczwicz shared that we can remove this component. We do not want to preclude the Alpha Loop, as we may not have the funding to complete the design.
- Council Member Hipes asked about the safety wall on Highway 9 and the completion timeline.
 - Director Sewczicz shared that 140 of the days is utility coordination. This section has numerous utilities, that unfortunately, we do not know exactly where they are located.

Public Comment:

- There were no public comments.

- ❖ Council Member DeRito offered a motion to approve the award of RFQ 22-1007 (Pedestrian Safety Improvement design services) and Roswell Street Alpha Loop design services (Old Milton Pkwy to Old Roswell Street) to Moffatt & Nichol in an amount totaling \$272,000.00 and authorize the Mayor to execute all necessary documents.
 - Mayor Pro Tem Merkel seconded the motion.
 - Council Member Will offered a friendly amendment to remove the \$72,000.00 for the work that is not set to be completed and reduce the amount of the award to \$200,000.00
 - Council Member DeRito did not accept the friendly amendment.
 - There was discussion during the friendly amendment about the following:
 - Director Sewczwicz shared that if this amount is removed, then we would not incorporate Alpha Loop in the design. The concept of the downtown pedestrian intersection is a raised intersection, so if we remove this it would impact the width of the sidewalks.
 - The motion was approved unanimously (7-0).
- Council Member Will announced that he needed to recuse himself from New Business Item B, as he is currently in negotiations with Pond & Company for a project, and he left the meeting.

B. Design/Project Management Services Change Orders for Webb Bridge Road (North Point Parkway to City Limits)

Approval of Change Order #3 to Purchase Order 19000583 for Pond & Company and Change Order #2 to Purchase Order 19000584 for Atkins.

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- Staff is recommending that Mayor and Council approve the following change orders in accordance with the City's Procurement Policy: (a) Change Order #3 to Purchase Order 19000583 for Pond & Company in the amount of \$25,710.00 for design revisions to the Webb Bridge Road (Greenway to Webb Bridge Way); (b) Change Order #2 to Purchase Order 19000584 for Atkins in the amount of \$36,700.00 for additional project management services; and authorize the Mayor to execute all necessary documents.
- The Webb Bridge Road improvement Project consists of providing a 10.5-foot travel lane, a 4-foot bike lane, a 0.5-foot header curb, a 6-foot planting strip, and a 10-foot sidewalk along both sides of Webb Bridge Road. Left turn lanes and median landscape islands will be provided where appropriate. Pedestrian lighting and street trees will be provided in the planting strip. A roundabout will be constructed at the intersection of Webb Bridge Road and Webb Bridge Way, replacing the existing traffic signal.

- On May 6, 2019, City Council approved Pond & Company's proposal for the design of improvements to Webb Bridge Road from the Big Creek Greenway to Webb Bridge Way for an amount of \$499,717.50 (Purchase Order 19000583).
- On November 11, 2019, City Council approved Change Order #1 that adjusted the scope of the project to include continuation of wider sidewalks from the Webb Bridge Way intersection to the entrance of Webb Bridge Park and to the City Limits near Kimball Bridge Road. Change Order #1 increased the design cost by \$155,942.96 from \$499,717.50 to \$655,660.46.
- On October 19, 2020, City Council approved Change Order #2 that adjusted the scope of the project to widen the planting area from 4' to 6' and the sidewalk from 8' to 10' along both sides of Webb Bridge Road, increasing the design cost by \$123,415.00 from \$655,660.46 to \$779,075.46.
- During the right of way acquisition phase, residents have recently requested changes to the plans; and to accommodate residents' requests, re-designing of sidewalks, planting areas, and geometry of Webb Bridge Road is necessary. Modifying the designs to accommodate various requests from the citizens will save dollars in right-of-way/easement acquisition as well as in construction costs. The trade-off is that the corridor will not be 100% consistent, but this is common in retrofitting corridors in established communities with limited right-of-way availability. To this end, staff is recommending approval of Change Order #3 to Purchase Order 19000583 for Pond & Company that will increase the design cost by \$25,710.00 (from \$779,075.46 to \$804,785.46). PW staff has reviewed the hours and they appear reasonable for the assignment and the rates are in accordance with the original PO.
- On May 6, 2019, City Council approved Atkins proposal for project management services associated with Pond & Company's design of the Webb Bridge Road and Academy Street project for a total amount of \$109,000.00.
- When Pond proposed their initial change order in November 2019, Atkins did not submit a change order request and believed they could absorb the cost of the continued plan review and project management. Change Order #1 from Atkins was submitted and approved on 10/19/2020 when Pond submitted their second change order. Atkins first change order increased the Webb Bridge Road project management cost by \$25,000.00 from \$109,000.00 to \$134,000.00. Between October 2020 and now, the corridor project went through some challenges regarding QAQC (quality assurance and quality control) issues with the design team. Addressing these issues required Atkins to spend more time than originally estimated and absorbed dollars allocated for the entire corridor.
- Along with Pond's third change order, which is to re-design the sidewalk and plating strip at multiple segments in Phase 2B (from the Big Creek Greenway tunnel to Webb Bridge Way), Atkins is requesting additional funds for continued project management

associated with the proposed design revisions and bid assistance for the entire corridor. Atkins' experience in bridge construction is required to answer questions during the bid phase from the contractors regarding phase 3 (North Point Parkway to the Big Creek Greenway tunnel). Change Order #2 from Atkins will increase the Webb Bridge Road project management cost by \$36,700.00 from \$134,000.00 to \$170,700.00. PW staff has reviewed the hours and they appear reasonable for the assignment and the rates are in accordance with the original PO.

Public Comment:

- There were no public comments.
- ❖ Council Member DeRito offered a motion to approve the following change orders in accordance with the City's Procurement Policy: (a) Change Order #3 to Purchase Order 19000583 for Pond & Company in the amount of \$25,710.00 for design revisions to the Webb Bridge Road (Greenway to Webb Bridge Way); (b) Change Order #2 to Purchase Order 19000584 for Atkins in the amount of \$36,700.00 for additional project management services; and authorize the Mayor to execute all necessary documents.
 - Council Member Binder seconded the motion.
 - The motion was approved (6-0-1; as Council Member Will recused himself from this item).
- Council Member Will rejoined the meeting.

C. MS-ISAC Security Software

Approval of the purchase of the CIS Albert MD Appliance Primary Sensor System from the Center for Internet Security, Inc.

- Information Security Manager, Adam Montgomery, came forward to present this item.
- Staff is recommending that Mayor and Council approve the purchase of the CIS Albert MD Appliance Primary Sensor System from the Center for Internet Security, Inc. (sole source provider) for an amount totaling \$34,200 and authorize the Mayor to execute all necessary documents.
- The City of Alpharetta is a member of the Multi-State – Information Sharing and Analysis Center (MS-ISAC), which is a division of the Center for Internet Security (CIS), which is funded by DHS. The MS-ISAC's role is to provide cybersecurity information and tools to state, local, tribal, and territory governments (SLTT). As such, CIS is the sole source provider of these systems.
- CIS offers an Intrusion Detection System (IDS) called Albert Monitoring at a cost to MS-ISAC and EL-ISAC (election entity) members. This IDS requires a hardware component to collect network traffic that is entering and leaving our network through our internet circuits. The collected data is sent to the CIS Security Operations Center (SOC) where it is analyzed against known bad traffic. Once traffic is flagged as potentially bad, a

professional in their SOC reviews further and contacts us if they believe an incident is occurring.

- Albert Monitoring is becoming a standard in state and local government operations.
- There is a one-time implementation cost of \$1,800. The remainder of \$32,400.00 will be the annual operating cost. This request was not funded in the current budget. However, given the increasing threats, the rising cost of remediation from attacks, the high value of the offering, and the relatively low cost of the offering, IT recommends we should purchase and implement Albert Monitoring from the Center for Internet Security (sole source provider).
- Funding will be reprioritized to cover this needed service and the necessary funding requested as part of the mid-year 2023 budget process.

Public Comment:

- There were no public comments.
- ❖ Council Member Mitchell offered a motion to approve the purchase of the CIS Albert MD Appliance Primary Sensor System from the Center for Internet Security, Inc. (sole source provider) for an amount totaling \$34,200 and authorize the Mayor to execute all necessary documents.
 - Council Member Will seconded the motion.
 - The motion was approved unanimously (7-0).

D. Windward / Highway 9 Area Strategic Master Plan

Approval of authorizing funding in an amount totaling \$60,000 to participate in the Windward/Highway 9 Masterplan LCI update study in partnership with the North Fulton CID the City of Milton

- Director of Community and Economic Development, Kathi Cook, came forward to present this item.
- Staff is recommending that Mayor and Council approve funding in an amount totaling \$60,000 to participate in the Windward/Highway 9 Masterplan LCI update study in partnership with the North Fulton CID and the City of Milton.
- In February of 2022 Council approved a resolution authorizing staff to apply to the Atlanta Regional Council (ARC) for a Livable Centers Initiative (LCI) grant in cooperation with the City of Milton and the North Fulton Community Improvement District (NFCID) to update the 2012 Windward/Highway 9 Master Plan. ARC notified the NFCID that our grant was not funded.
- NFCID has taken the lead and asked both cities to participate in funding the update with the cost split between the 3 parties. The NFCID estimates the total project cost from \$150,000 - \$180,000 and requests a maximum of \$60,000 from City of Alpharetta and the same from City of Milton.

- If approved, Staff will work with the parties and the City Attorney to draft an appropriate MOU that addresses the specifics of how costs would be shared, funds paid, and other important details. That MOU would then be presented for consideration during a future City Council Meeting.
- As a corridor planned to receive a BRT station related to the GA 400 MMIP (Major Mobility Investment Program) project, as well as with current development trends moving away from big box stores and separated land uses, the Windward Parkway corridor/Highway 9 area requires an updated community vision and action plan achievable through the 10-Year LCI Study Update.

Public Comment:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to approve funding in an amount totaling \$60,000 to participate in the Windward/Highway 9 Masterplan LCI update study in partnership with the North Fulton CID and the City of Milton.
 - Council Member Will seconded the motion.
 - The motion was approved unanimously (7-0).
- Mayor Pro Tem Merkel left the meeting.

VIII. WORKSHOP ITEMS

A. Economic Development Strategic Plan Kickoff Presentation

- Economic Development Manager, Lance Morsell, came forward to introduce this item.
- In December 2019, the City awarded RFP 20-112 (Economic Development Strategic Plan) to RKG Associates, Inc. Funding for the development of the plan was split between the City (\$43,890) and the Alpharetta Development Authority (\$37,500). A contract was subsequently awarded, and work began, with an anticipated completion of June 2020.
- Work on the plan was halted in March 2020 due to the COVID-19 pandemic and its impacts on businesses and the economy.
- The purpose of the Economic Development Strategic Plan is to position the City and its public, private, and institutional partners on a path that continues to act upon opportunities to drive investment and economic growth. A completed version of the plan will include best practices for business retention and expansion, recommendations for maximizing the City's entrepreneurial and small business ecosystem, strategies for leveraging existing employment centers and commercial nodes, identification of incentive programs that will help attract and retain job growth in targeted industries, and identification of strategies that will guide key corridors to reach their maximum economic potential.
- Kyle Talente (with RKG Associates) came forward to present this item and his presentation is attached hereto as "Exhibit D."

IX. PUBLIC COMMENT

- There were no public comments.

X. REPORTS

- Mayor Gilvin shared that he had the opportunity to attend a retirement ceremony of a two-star Marine General in Brook Street Park this weekend, and it was impressive and remarkable. There were 500 people and 14 Generals in attendance; thank you to Janet Rodgers for coordinating this event. Also, Brew Moon was a tremendous event this weekend.
- Mayor Gilvin provided an update on the Local Option Sales Tax negotiations. This past Friday, the Fulton County cities and Fulton County attended a mediation. The second portion the mediation is on October 7th. There was a Town Hall in Roswell last week and it was a great event (probably at least 100 people in attendance). There will be another Town Hall in College Park on Wednesday, September 28. Arbitration is the next step if mediation is not successful.

XI. EXECUTIVE SESSION (IF NECESSARY)

- There was not an Executive Session.

XII. ADJOURNMENT

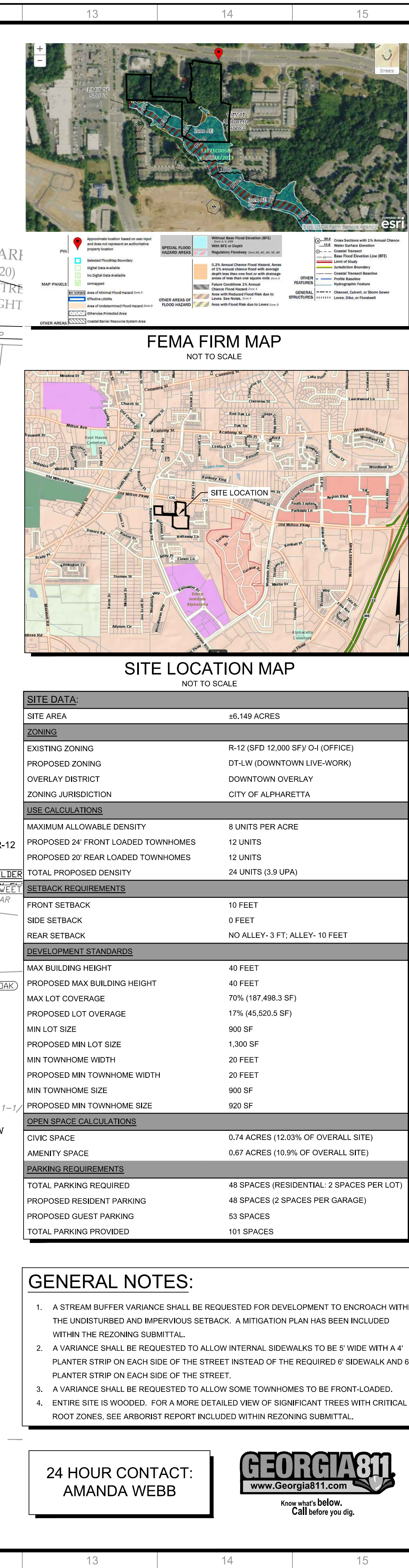
- ❖ Council Member Mitchell offered a motion to adjourn the meeting.
 - Council Member Will seconded the motion.
 - The motion was approved unanimously (6-0; as Mayor Pro Tem Merkel left the meeting prior to presentation of the Economic Development Strategic Plan Kickoff).
- ❖ With there being no further items to consider or discuss, Mayor Gilvin adjourned the meeting at 9:12 p.m.

Respectfully submitted,



Lauren Shapiro, City Clerk

EXHIBIT A



W N E S

Z3

SHEET

1. A STREAM BUFFER VARIANCE SHALL BE REQUESTED FOR DEVELOPMENT TO ENCRoACH WITHIN THE UNDISTURBED AND IMPERVIOUS SETBACK. A MITIGATION PLAN HAS BEEN INCLUDED WITHIN THE REZONING SUBMITTAL.
2. A VARIANCE SHALL BE REQUESTED TO ALLOW INTERNAL SIDEWALKS TO BE 5' WIDE WITH A 4" PLANTER STRIP ON EACH SIDE OF THE STREET INSTEAD OF THE REQUIRED 6' SIDEWALK AND 6" PLANTER STRIP ON EACH SIDE OF THE STREET.
3. A VARIANCE SHALL BE REQUESTED TO ALLOW SOME TOWNHOMES TO BE FRONT-LOADED.
4. ENTIRE SITE IS WOODED. FOR A MORE DETAILED VIEW OF SIGNIFICANT TREES WITH CRITICAL ROOT ZONES, SEE ARBORIST REPORT INCLUDED WITHIN REZONING SUBMITTAL.

24 HOUR CONTACT:
AMANDA WEBB

GEORGIA811
www.Georgia811.com

Know what's below.
Call before you dig.

EXHIBIT B

Applicant's Markups – Grand Communities/2325 Old Milton Parkway

Approve Z-22-13/V-22-25 Grand Communities/2325 Old Milton Parkway, subject to the following conditions:

1. Approximately 6.15 acres shall be zoned DT-LW and developed substantially similar to site plan prepared by PEC, dated ~~4/19~~ 9/21/22, except for modifications required to comply with the conditions below. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning. The remaining 4 acres of the site shall remain in an undisturbed state. Any development proposed on Haynes Bridge Road shall require site plan approval from the City.
2. Architecture and materials shall be developed substantially similar to the submitted renderings, labeled Exhibit A, except for modifications required to comply with the Downtown Consultant's comments and in compliance with the Alpharetta Downtown Code, subject to final approval by DRB. Townhomes shall have 4-sided architecture, materials and details. Townhome side elevation facing Old Milton Parkway shall have a porch or other significant projection to give the appearance as a front elevation, as approved by DRB. The elevations attached as Exhibit A represent façade treatment acceptable to the City.
3. Density shall not exceed 3.9 dwelling units per acre.
4. Courtyards may encroach into landscape strips, subject to meeting the minimum landscape material requirements, as approved by Staff.
5. Developer shall improve Old Milton Parkway streetscape with a minimum 4' planter planted with street trees (subject to Staff and GDOT approval), minimum 8' sidewalk, and decorative pedestrian lighting, with final approval by Staff. In lieu of tree grates, the soil area around street trees shall be planted with evergreen ornamental grasses, groundcovers and/or shrubs.
6. Streets, alleys and sidewalks internal to the site shall be developed as depicted on the site plan prepared by PEC, dated ~~4/19~~ 9/21/22, with final approval by Staff. Decorative pedestrian lighting shall be required throughout the development. Internal streets and alleys shall be private and maintained by the HOA.
7. Minimum 10' landscape strip shall be required along both sides of internal streets, not including alleys. However, next to units 1 and 8 the strip shall be 6'. Landscape strips shall be exclusive of utilities and easements, except that if Fulton County requires an unencumbered easement shrubs shall replace tree requirements on the utility ~~one~~ side of the street.
8. Minimum ~~20'~~ 15' landscape strip/building setback shall be provided along Old Milton Parkway. Landscape strip shall be planted with shade trees as a continuation of what has been planted or designed in the Downtown and outside of utility easements and overhead utilities, as approved by Staff.
9. A 20' planted buffer shall be provided as depicted on the site plan prepared by PEC, dated ~~4/19~~ 9/21/22. A double row of evergreen and hardwood trees and shrubs shall be planted along the west property line adjacent to Units 1-4, as approved by Staff.

10. Project entrance shall include a decorative paver apron, per the site plan dated 9/21/22, landscaping, decorative low wall and/or fencing with columns, as approved by Staff.
11. Open space shall be developed substantially similar to the site plan prepared by PEC, dated ~~4/19~~ 9/21/22, as approved by Staff. Open space shall be developed with a park-like setting with decorative landscape, hardscape and seating. Landscape shall include plant selections promoting the historic Downtown.
12. Creeping vines shall be planted to cover retaining and low walls, as approved by Staff.
13. Tree removal of specimen sized trees and trees of quality, as noted in the James Mahoney arborist report, shall be limited to trees in poor condition and tree #305, 323, 325, 1387, 1388, and 1389.
14. Fences and walls visible from the public right-of-way shall be decorative, as approved by Staff. Unfinished wood fences and decks shall not be visible from the street.
15. HVAC and similar equipment shall not be visible from the public right-of-way.
16. Garbage pickup shall be from within the development.
17. No more than 10% of the residential units shall be permitted to be rented, as recorded in the HOA's declarations and covenants.
18. To mitigate stream buffer impacts, developer shall comply with one or a combination of the following measures, as approved by Staff:
 - a. Provide 50% additional runoff reduction or water quality volume above the standard city requirements.
 - b. Provide buffer enhancement on an agreed upon area equal to at least 2 times the area of encroachment/impact. Enhancements may include removing fallen trees inside the stream bed that are impeding flow, plant eroded or sparsely vegetated areas of stream banks with live stakes, add enhanced buffer plantings where sparsely vegetated, and remove invasive vines.
 - c. Obtain any necessary state and federal approvals for the stream and buffer impacts.
 - d. Or alternative mitigation measures, as approved by Staff.
19. Minimum 4 guest parking spaces shall be provided on the site.
20. The alleys within the development shall be 20' in width.
21. The landscape strip shall be measured from back of existing public right-of-way. If GDOT requires a deceleration lane in front of Units 1 through 4, then staff will work with the developer to maximize landscape screening in lieu of part of the landscape strip here. Likewise, the planted strip between the new Old Milton right-of-way and the sidewalk shown may be reduced to 2' in back of curb.

EXHIBIT C

AN ORDINANCE TO AMEND ARTICLE II OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ALPHARETTA, GEORGIA; TO AMEND REGULATIONS PERTAINING TO BANNER SIGNS; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

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

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

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

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

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

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

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

Section 1: Article II, Subsection 2.6.11(E) titled “Banners” of the Unified Development Code is hereby amended by revising same as set forth in Exhibit “A” attached hereto as if fully set forth herein.

Section 2: 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 3: This Ordinance shall be effective immediately upon its adoption by the City Council and the amendments made herein shall be incorporated into the Unified Development Code of the City of Alpharetta, Georgia, as applicable. This Ordinance hereby repeals any and all conflicting ordinances and amendments.

SO ORDAINED this the _____ day of _____, 2022.

Approved:

Jim Gilvin, Mayor

Attest:

Lauren Shapiro, City Clerk
(Seal)

Approved as to Form:

City Attorney

COUNCILMEMBERS

Exhibit “A”

SECTION 2.6 SIGNS¹

2.6.11 General provisions.

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

1. Banners shall be permitted for either one (1) fourteen (14) day period per calendar year per lot or two (2) seven (7) day periods per calendar year per lot. An individual banner permit may be divided into two (2) non-consecutive seven (7) day periods provided the dates are stated on the permit. However, in the case of lots which contain a shopping center (or strip shopping center) with multiple tenant spaces, each tenant space shall be allowed to erect or place a banner for either one (1) fourteen (14) day period per calendar year or two (2) seven (7) day periods per calendar year.

a. The Director may grant an extension of the time period set forth above for a commercial business when the business fronts a roadway that is under construction. In order to qualify for such an extension:

1. The subject roadway construction must be related to a project performed by the City, County or the Georgia Department of Transportation; and
2. The subject roadway construction is planned to continue for three (3) months or more following the date of the request for an extension; and
3. The subject roadway construction either:
 - a. Causes the removal of a monument sign; or
 - b. As determined in the discretion of the Director, disrupts the store frontage to the extent the site and/or business appears closed without the use of a banner.

Any extension granted under this subsection shall be limited to the duration of the subject roadway construction. Extensions granted by the Director may be revoked or limited at any time due to changes in the roadway construction or disruption of the store frontage as determined in the discretion of the Director. The Director may require removal or replacement of any banner placed pursuant to an extension at any time if the banner is not maintained in good condition as determined in the discretion of the Director.

2. In addition to the foregoing, banners shall be allowed on private property during an approved temporary use, as defined in Section 2.3.2 of the U.D.C., for the approved period of such temporary use, but not to exceed forty-five (45) days; provided, however, the placement of banners on lots during approved temporary uses shall not be permitted more than two (2) times per calendar year per lot. Any such banners shall be removed upon termination of the temporary use or within forty-five (45) days from the date it is first placed on the lot, whichever is first to occur. Upon removal, no banner shall be placed on the same lot for a period of sixty (60) days.
3. Banners shall not exceed 24 sq. ft. total area in size.
4. Banners must either be free-standing or mounted to the wall of a tenant space or the lot's existing monument sign. If free-standing, the height of the banner shall not exceed

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

five (5) [feet] above grade. If mounted to the wall of a tenant space, the width of the banner shall not exceed tenant frontage and shall not extend above the horizontal plane of the roof where the building wall and roof meet. If mounted to the lot's existing monument sign, the banner shall not extend beyond the sign face of the monument sign.

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

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

SECTION 2.6 SIGNS¹

2.6.11 General provisions.

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

1. Banners shall be permitted for either one (1) fourteen (14) day period per calendar year per lot or two (2) seven (7) day periods per calendar year per lot. An individual banner permit may be divided into two (2) non-consecutive seven (7) day periods provided the dates are stated on the permit. However, in the case of lots which contain a shopping center (or strip shopping center) with multiple tenant spaces, each tenant space shall be allowed to erect or place a banner for either one (1) fourteen (14) day period per calendar year or two (2) seven (7) day periods per calendar year.

a. The Director may grant an extension of the time period set forth above for a commercial business when the business fronts a roadway that is under construction. In order to qualify for such an extension:

1. The subject roadway construction must be related to a project performed by the City, County or the Georgia Department of Transportation; and
2. The subject roadway construction is planned to continue for three (3) months or more following the date of the request for an extension; and
3. The subject roadway construction either:
 - a. Causes the removal of a monument sign; or
 - b. As determined in the discretion of the Director, disrupts the store frontage to the extent the site and/or business appears closed without the use of a banner.

Any extension granted under this subsection shall be limited to the duration of the subject roadway construction. Extensions granted by the Director may be revoked or limited at any time due to changes in the roadway construction or disruption of the store frontage as determined in the discretion of the Director. The Director may require removal or replacement of any banner placed pursuant to an extension at any time if the banner is not maintained in good condition as determined in the discretion of the Director.

2. In addition to the foregoing, banners shall be allowed on private property during an approved temporary use, as defined in Section 2.3.2 of the U.D.C., for the approved period of such temporary use, but not to exceed forty-five (45) days; provided, however, the placement of banners on lots during approved temporary uses shall not be permitted more than two (2) times per calendar year per lot. Any such banners shall be removed upon termination of the temporary use or within forty-five (45) days from the date it is first placed on the lot, whichever is first to occur. Upon removal, no banner shall be placed on the same lot for a period of sixty (60) days.
3. Banners shall not exceed 24 sq. ft. total area in size.

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

-
4. Banners must either be free-standing or mounted to the wall of a tenant space or the lot's existing monument sign. If free-standing, the height of the banner shall not exceed five (5) [feet] above grade. If mounted to the wall of a tenant space, the width of the banner shall not exceed tenant frontage and shall not extend above the horizontal plane of the roof where the building wall and roof meet. If mounted to the lot's existing monument sign, the banner shall not extend beyond the sign face of the monument sign.
 5. Banners shall be erected with supports or other means so that they do not sag or become dilapidated.
- F. PLACEMENT OF SIGNS. Except within the Central Business District, all free-standing signs must be set back at least ten (10) ft. from the public right-of-way. Within the Central Business District, all free standing signs must be set back at least five (5) feet from the public right-of-way.
- G. CHANGEABLE COPY. Any monument sign permitted under this Ordinance may contain up to sixty-five percent (65%) changeable copy if the sign is located on a lot zoned and used (as its principal existing use) for an institutional, public or semi-public use and which includes an indoor public assembly place accommodating one hundred (100) or more persons.

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

EXHIBIT D



Alpharetta, Georgia

KICKOFF MEETING
**Strategic Economic
Development Plan**

September 26, 2022

Presented by:
Kyle Talente, President

RKG
ASSOCIATES INC



Project Timeline

- **The project started in February of 2020**
 - Kickoff meeting with the council occurred in March of 2020
- **The City placed a stop order in April of 2020 as a result of the COVID pandemic**
 - RKG had done initial interviews, administered a community survey (ended at stop order), and completed the socioeconomic and real estate analyses
- **The project was restarted in May of 2022**
 - RKG will need to update the completed studies and will execute the remaining tasks that were not started in 2020
- **There is an expected completion date of December 2022**
 - A working group has been assembled to engage during the study
 - RKG will hold milestone meetings to present findings and strategies during the process



What is
Economic
Development?

**What does
ECONOMIC
DEVELOPMENT
mean?**

RKG Associates
Definition

Economic Development is a
series of strategic actions and
investments that leverage
public assets to attract private
investment, **improving the**
financial, fiscal, and economic
well being of the community.



How is Economic Development Success Defined?

- **Benchmarks vary greatly, but all are relevant**
 - Business attraction
 - Business retention / expansion
 - Job creation
 - Tax base development
 - Quality of life
 - Preservation
 - Entrepreneurial growth
 - Sustainability
 - Environmental enhancement
 - Tourism development
- **LOCAL PRIORITIES DEFINE SUCCESS;
FRAME IMPLEMENTATION**



What Would You Choose?

OPTION A

- **\$2,500,000** of new annual tax base
- **No** jobs

OPTION B

- **\$500,000** of new annual tax base
- **25** jobs paying **\$50,000**



What an Economic Development Plan is...

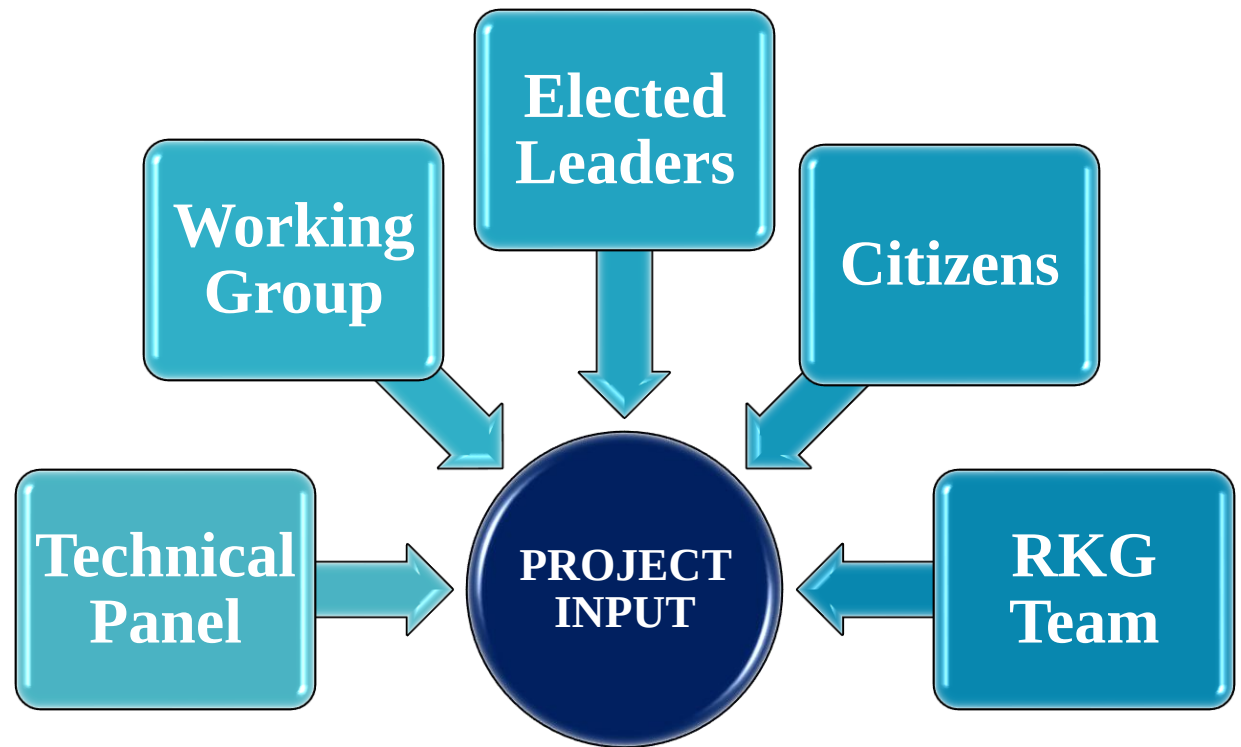
- **Baseline Analysis**
 - SWOT
 - Market Assessment
 - Public Asset Analysis
 - Workforce
 - Competitive Analysis
- **Target Industry Analysis**
 - Cluster Identification and Definition
 - Supply Chain and Logistics Industry Analysis
- **Strategic Recommendations**
 - Organization
 - Toolkit
 - Prioritization
 - Asset Management
 - Collaboration



What an Economic Development Plan is **NOT**...

- **“THE” Answer**
 - Plan must be focused, but flexible
 - Mindful of investment motivations
- **A “Cheerleader”**
 - Honest assessment of all challenges
 - For better or for worse...
- **One size fits all**
 - Concepts relevant to the local community
 - Customized to community / areas of community / vision
- **Parcel by parcel**
 - City-wide
 - Area specific
 - Context appropriate

Participation

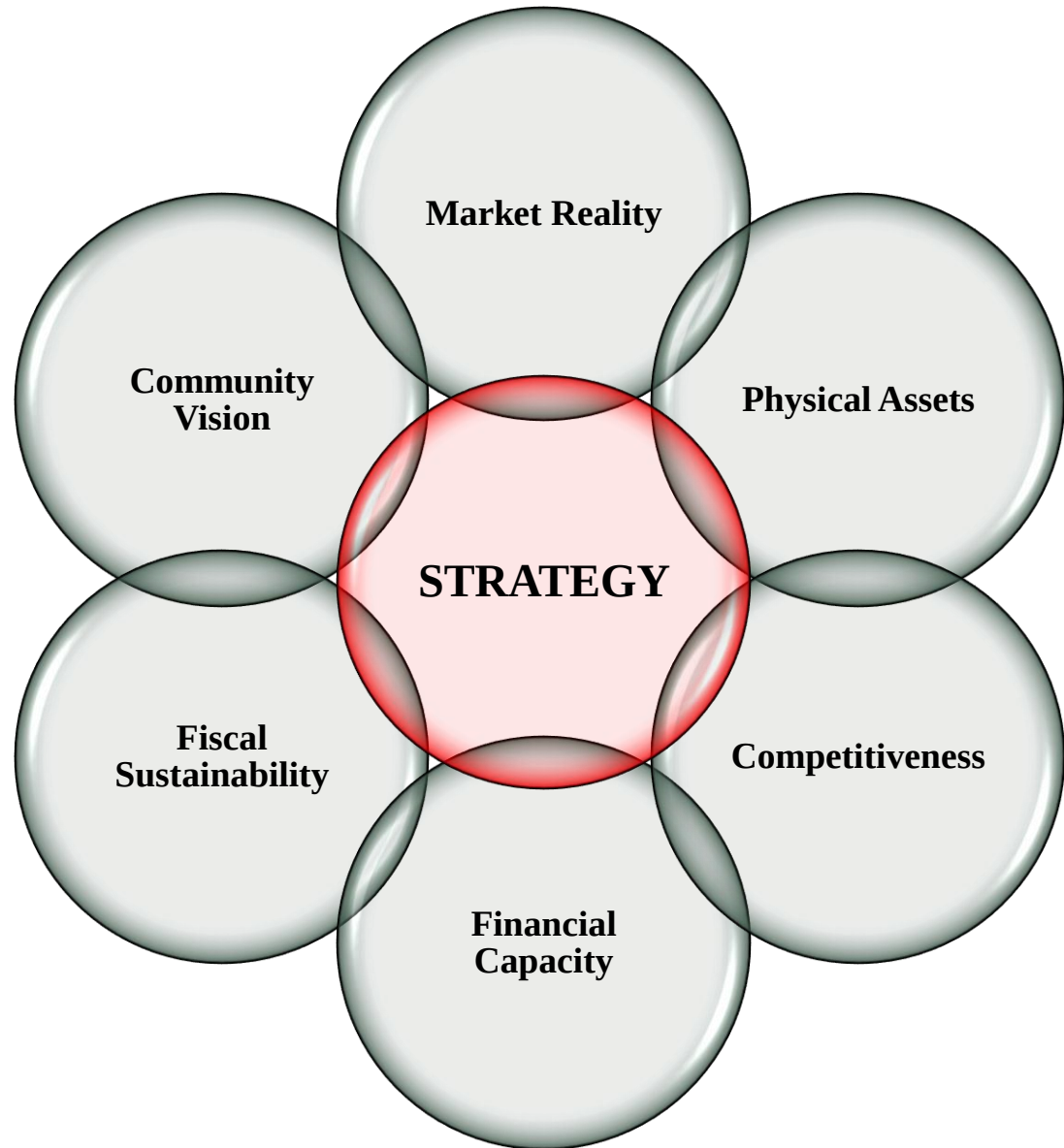




Engagement Approach

- **Technical Panel**
 - Comprised of essential staff. Continuous engagement on progress, project planning, strategic feedback and data collection
- **Working Group and Elected Officials**
 - Series of 5 meetings presenting findings and strategies at key milestones
 - Today is the kickoff meeting
- **Public**
 - 2 open house/town hall meetings to provide information and collect additional feedback

Building to Consensus



PROVIDING A ROADMAP

AN APPROACH TO ECONOMIC DEVELOPMENT PLANNING

Strategies

What do we need to do to create our impact and tell our story?

1

Capacity

Who can do this, can we do this with current staff, do we need to reorganize?

2

Funding

How can we fund this, what partners do we need, how much will this cost?

3

Timing

What needs to happen first, what are the key priorities?

4



Elected Leadership Involvement

- **Plan Development**
 - Interim briefings from staff and the consultant
 - Provide input and feedback
- **Plan Approval**
 - Approve the plan
- **Plan Implementation**
 - Familiarize with the plan contents
 - Champion the cause with constituents
 - Build (up) relationships with stakeholders
 - Enact regulatory policies consistent with goals
 - Promote unity with the message

**Discussion
Questions**

**What do you believe the economic
development goals for Alpharetta
should be?**

**Discussion
Questions**

What opportunities/investment areas should be focused on during this analysis?



Other
Thoughts?

**THANK YOU FOR YOUR
PARTICIPATION!**

**Kyle Talente
President
RKG Associates, Inc.
kst@rkgassociates.com**



What is
Economic
Development?

New Residents

Housing Diversity

TAX REVENUES

Redevelopment

JOBS

Growth

Quality of Life

Building Rehab

Traffic

New Businesses



What Would You Choose?

OPTION A

- **\$2,500,000** of new annual tax base
- **No** jobs

OPTION B

- **\$500,000** of new annual tax base
- **50** jobs paying **\$50,000**



What Would You Choose?

OPTION A

- **\$2,500,000** of new annual tax base
- **No** jobs

OPTION B

- **\$500,000** of new annual tax base
- **25** jobs paying **\$50,000**
- **Early Childhood Development Center**



What Would You Choose?

OPTION A

- **\$2,500,000** of new annual tax base
- **No jobs**
- **2-Acre Park**

OPTION B

- **\$500,000** of new annual tax base
- **50 jobs** paying **\$50,000**
- **Early Childhood Development Center**



Working Group Responsibilities

- **Plan development**

- Listening
- Learning
- Assessing
- Brainstorming
- Challenging

The Working Group informs the plan along with input from elected officials, staff, the Consultant, and input from the community.

- **Plan implementation**

- Supporting
- Championing
- Doing

- **This process is interactive**

**Discussion
Questions**

What concerns/issues should we be aware of while we do this analysis?



STAFF REPORT

Submitting Department: Public Works

Submitted By: Matt Malone

Sponsored By:

Meeting Date: October 3, 2022

I. AGENDA ITEM TITLE: TASK ORDER FOR ON-CALL STORMWATER PIPE LINING SERVICES TO Utility Asset Management, Inc.

Approval of a Task Order for pipe lining services to Utility Asset Management, Inc. under the City's On-Call Stormwater Pipe Lining Services contract and authorize the Mayor to execute all necessary documents.

II. RECOMMENDATION:

Approve a task order in the amount of \$438,776 for pipe lining services to Utility Asset Management, Inc. under the City's On-Call Stormwater Pipe Lining Services contract and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT.
BUDGET: NO

TOTAL PROJECT COST: \$438,776. FUNDING IS PROVIDED
THROUGH THE FY 2023 CAPITAL BUDGET.

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
SW Pipe and Structure R&M/30341100 541430 C1308	\$8,582.42
SW Pipe and Structure R&M/30241100 541430 C1308	\$430,193.58

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

The life expectancy for corrugated metal pipes (CMP) is approximately 25 years. Due to the age of much of the City's stormwater infrastructure, many of our pipes have met or exceeded their life expectancy and need repair. During routine inspections of the City's stormwater pipe conveyance infrastructure, pipe condition is evaluated and ranked, and work orders are entered into the Public Works Asset Management System for repairs.

Pipe maintenance falls into two categories; full replacement and repairs in place. When pipes need repair but are not to the point of complete failure or replacement, the City has a unique opportunity of extending pipe life expectancy through trenchless lining of the pipe. The trenchless system of lining pipes has been recognized as being the most efficient and cost-effective way of making repairs while minimizing the impacts on our roads, parking lots, and residents.

On August 16, 2021, the City approved two 5-year on-call stormwater pipe lining contracts. Each contract is for a specific variation of pipe lining. The contracts allow the City to follow-up our inspections by making necessary repairs prior to the pipe reaching failure. The City currently has over 250 pipe lining work orders in the queue. Larger pipes or those that remain inundated by streams require use of the spincast method for pipe lining. The on-call contract with Utility Asset Management, Inc. (UAM) covers this method. The award of this task order funding will provide for pipe lining throughout the City on our most critical pipes. We anticipate that

this funding will cover approximately 1,587 linear feet of pipe lining. The attached work order list identifies the pipes to be lined by UAM.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Task Order 1 quote, Pending pipe work orders, Contract 21-112B Utility Asset Management Spin-Cast

SPIN-CASTING PIPE LINING BID ITEMS

CITY OF ALPHARETTA FY23 Stormwater Pipe Lining

				Total PO	\$ 438,776.00
ITEM #	Description	Amount	Unit	Unit Price	Price
	Lining Requirements				
	Spin Cast Lining				
	Includes Pre & Post TV & typical point repairs during lining				
	Includes Cleaning (less than 25% full)				
	Payment and Performance Bonds	1	EA	\$ 8,604.00	\$ 8,604.00
1	30" Centrifugal Spin- 1.5 Thickness		LF	\$ 165.00	\$ -
2	36" Centrifugal Spin - 1.5 Thickness		LF	\$ 193.00	\$ -
3	42" Centrifugal Spin - 1.5 Thickness	297	LF	\$ 226.00	\$ 67,122.00
4	48" Centrifugal Spin - 1.5 Thickness	653	LF	\$ 256.00	\$ 167,168.00
5	54" Centrifugal Spin - 1.5 Thickness	372	LF	\$ 291.00	\$ 108,252.00
6	60" Centrifugal Spin - 1.5 Thickness	250	LF	\$ 327.00	\$ 81,750.00
7	66" Centrifugal Spin - 1.5 Thickness		LF	\$ 357.00	\$ -
8	72" Centrifugal Spin - 1.5 Thickness	15	LF	\$ 392.00	\$ 5,880.00
9	Add Cost Per 0.5 Thickness - 30"		LF	\$ 34.00	\$ -
10	Add Cost Per 0.5 Thickness - 36"		LF	\$ 43.00	\$ -
11	Add Cost Per 0.5 Thickness - 42"		LF	\$ 54.00	\$ -
12	Add Cost Per 0.5 Thickness - 48"	0	LF	\$ 65.00	\$ -
13	Add Cost Per 0.5 Thickness - 54"		LF	\$ 76.00	\$ -
14	Add Cost Per 0.5 Thickness - 60"		LF	\$ 89.00	\$ -
15	Add Cost Per 0.5 Thickness - 66"		LF	\$ 102.00	\$ -
16	Add Cost Per 0.5 Thickness - 72"		LF	\$ 117.00	\$ -
	Spin Cast Lining				
	Includes Pre & Post TV & typical point repairs during lining				
	Includes Cleaning (greater than 25% full)				
17	30" Centrifugal Spin- 1.5 Thickness		LF	\$ 188.00	\$ -
18	36" Centrifugal Spin - 1.5 Thickness		LF	\$ 221.00	\$ -
19	42" Centrifugal Spin - 1.5 Thickness		LF	\$ 259.00	\$ -
20	48" Centrifugal Spin - 1.5 Thickness		LF	\$ 294.00	\$ -
21	54" Centrifugal Spin - 1.5 Thickness		LF	\$ 330.00	\$ -
22	60" Centrifugal Spin - 1.5 Thickness		LF	\$ 370.00	\$ -
23	66" Centrifugal Spin - 1.5 Thickness		LF	\$ 404.00	\$ -
24	72" Centrifugal Spin - 1.5 Thickness		LF	\$ 442.00	\$ -
25	Add Cost Per 0.5 Thickness - 30"		LF	\$ 34.00	\$ -
26	Add Cost Per 0.5 Thickness - 36"		LF	\$ 43.00	\$ -

27	Add Cost Per 0.5 Thickness - 42"		LF	\$ 54.00	\$ -
28	Add Cost Per 0.5 Thickness - 48"		LF	\$ 65.00	\$ -
29	Add Cost Per 0.5 Thickness - 54"		LF	\$ 76.00	\$ -
30	Add Cost Per 0.5 Thickness - 60"		LF	\$ 89.00	\$ -
31	Add Cost Per 0.5 Thickness - 66"		LF	\$ 102.00	\$ -
32	Add Cost Per 0.5 Thickness - 72"		LF	\$ 117.00	\$ -
	Spin Cast Lining for Drainage Boxes				
33	48" Drainage box		VF	\$ 115.00	\$ -
34	60" Drainage box		VF	\$ 135.00	\$ -
35	72" Drainage box		VF	\$ 178.00	\$ -
	Precast Headwalls (per Alpharetta Std 232)				
36	Precast Headwall for 18" Pipe		EA	\$ 3,700.00	\$ -
37	Precast Headwall for 24" Pipe		EA	\$ 4,300.00	\$ -
38	Precast Headwall for 30" Pipe		EA	\$ 4,900.00	\$ -
39	Precast Headwall for 36" Pipe		EA	\$ 5,900.00	\$ -
40	Precast Headwall for 42" Pipe		EA	\$ 6,900.00	\$ -
41	Precast Headwall for 48" Pipe		EA	\$ 7,500.00	\$ -
	Cast-In-Place Concrete Headwall				
42	Cast-n-Place Conc HW-GDOT Det 1125		CY	\$ 500.00	\$ -
	Rubble Masonry HW				
43	Rubble Headwall for 18" Pipe		EA	\$ 4,000.00	\$ -
44	Rubble Headwall for 24" Pipe		EA	\$ 4,700.00	\$ -
45	Rubble Headwall for 30" Pipe		EA	\$ 5,500.00	\$ -
46	Rubble Headwall for 36" Pipe		EA	\$ 6,700.00	\$ -
	Miscellaneous Items				
47	Stone #57		Ton	\$ 76.00	\$ -
48	Surge Stone		Ton	\$ 68.00	\$ -
49	No.3's and 4's Stone		Ton	\$ 76.00	\$ -
50	Reset Existing Headwall		EA	\$ 5,600.00	\$ -
51	3000psi Concrete		CY	\$ 320.00	\$ -
52	Flowable Fill		CY	\$ 300.00	\$ -

NOTES	
	All unit prices shall include but not be limited to all mobilization, labor, equipment and materials necessary to perform the work. In addition, unit prices for pipe lining shall include typical point repairs, pre and post CCTV, and cleaning (less than 25% full & greater than 25%).
	Lump sum items will be determined on a project by project basis and include but not be limited to erosion control, landscaping, traffic control, special internal and external point repairs, pumping operations, ground penetrating radar and pressure grouting. These items will be included with proposals prior to each purchase order for lining projects.

WORK ORDER ID	DESCRIPTION	WOADDRESS	Structure ID	Pipe Length	Pipe Span (ft)	Pipe Material	Repair cost
27776	Storm Pipe Repair	Southlake Drive	34067	122.9	5	Coated Corrugated Metal Pipe	\$ 81,750.00
28024	Storm Pipe Repair	Newport Bay Passage	31746	85.2	4	Plain Corrugated Metal Pipe	\$ 21,760.00
122840	Storm Pipe Repair	Little Creek Crossing	48965	57.1	4	Coated Corrugated Metal Pipe	\$ 14,592.00
123591	Storm Pipe Repair	Park Brooke Trace	39884	113.9	4	Coated Corrugated Metal Pipe	\$ 29,184.00
123770	Storm Pipe Repair	Brookline Drive	39893	57.3	4	Coated Corrugated Metal Pipe	\$ 14,592.00
124558	Storm Pipe Repair	Barnsley Lane	38439	25.6	4	Reinforced Concrete Pipe	\$ 6,656.00
124559	Storm Pipe Repair	Barnesley Lane	38451	101.7	4	Coated Corrugated Metal Pipe	\$ 26,112.00
124561	Storm Pipe Repair	Barnesley Lane	38454	31.9	4	Coated Corrugated Metal Pipe	\$ 8,192.00
124629	Storm Pipe Repair	Great Rissington Way	38316	69.6	3.5	Coated Corrugated Metal Pipe	\$ 15,820.00
124629	Storm Pipe Repair	Great Rissington Way	38320	48.0	4	Coated Corrugated Metal Pipe	\$ 12,288.00
124852	Storm Pipe Repair	Grey Abbey Drive	38073	94.1	3.5	Coated Corrugated Metal Pipe	\$ 21,244.00
124854	Storm Pipe Repair	Grey Abbey Drive	37904	53.5	4	Coated Corrugated Metal Pipe	\$ 13,568.00
124864	Storm Pipe Repair	Cape York Trace	37600	133.3	3.5	Coated Corrugated Metal Pipe	\$ 30,058.00
125725	Storm Pipe Repair	Between 355 and 365 New Castle Drive	40529	12.4	4	Coated Corrugated Metal Pipe	\$ 3,072.00
131644	Storm Pipe Repair	315 Wittenridge ct	37158	42.7	4.5	Coated Corrugated Metal Pipe	\$ 12,513.00
131644	Storm Pipe Repair	305 Wittenridge ct	37162	183.1	4.5	Coated Corrugated Metal Pipe	\$ 53,253.00
131644	Storm Pipe Repair	225 Wellisford Court	37192	15.0	6	Coated Corrugated Metal Pipe	\$ 5,880.00
131644	Storm Pipe Repair	205 Wellisford Court	37208	67.0	4	Coated Corrugated Metal Pipe	\$ 17,152.00
131644	Storm Pipe Repair	200 Wellisford Court	N/A	28.0	4.5	Coated Corrugated Metal Pipe	\$ 8,148.00
131644	Storm Pipe Repair	205 Wellisford Court	N/A	118.0	4.5	Coated Corrugated Metal Pipe	\$ 34,338.00
1456	Storm Pipe Repair	Briers Creek Drive	30147	32.8	1.5	Coated Corrugated Metal Pipe	
1976	Storm Pipe Repair	CHANTILLY DRIVE	30362	89.4	1.5	Plain Corrugated Metal Pipe	
1990	Storm Pipe Repair	CHANTILLY DRIVE	30440	117.5	3	Plain Corrugated Metal Pipe	
2002	Storm Pipe Repair	Sherry Drive	30677	66.7	1.5	Plain Corrugated Metal Pipe	
4758	Storm Pipe Repair	Sydney Walk	32342	48.0	1.5	Coated Corrugated Metal Pipe	
5035	Storm Pipe Repair	Lantern Ridge Court	46883	235.8	3		
5045	Storm Pipe Repair	Bethany Court	48044	254.6	1.5	Coated Corrugated Metal Pipe	
5049	Storm Pipe Repair	Briers Chute	48052	127.5	2	Coated Corrugated Metal Pipe	
5056	Storm Pipe Repair	Pebblestone Court	48073	39.4	3	Coated Corrugated Metal Pipe	
5074	Storm Pipe Repair	North Sommerset Lane	48212	221.7	2	Coated Corrugated Metal Pipe	
5189	Storm Pipe Repair	Leeward Walk Circle	45074	26.2	2.5	Coated Corrugated Metal Pipe	
6386	Storm Pipe Repair	Sterling Lane	44862	25.0	1.5	Coated Corrugated Metal Pipe	
6400	Storm Pipe Repair	Sterling Brooke Drive	44868	103.5	2.5	Coated Corrugated Metal Pipe	
6949	Storm Pipe Repair	May Apple Drive	38554	19.4	1.5	Coated Corrugated Metal Pipe	
6956	Storm Pipe Repair	Park Bridge Parkway	38615	136.8	2.5	Coated Corrugated Metal Pipe	
6961	Storm Pipe Repair	Gromwell Drive	38635	11.8	2	Coated Corrugated Metal Pipe	
6963	Storm Pipe Repair	Goldenrod Drive	38642	127.0	1.5	Coated Corrugated Metal Pipe	
7160	Storm Pipe Repair	Boxgrove Road	37671	22.3	2	Coated Corrugated Metal Pipe	
7773	Storm Pipe Repair	Park Brooke Drive	39837	238.8	1.5	Coated Corrugated Metal Pipe	
7813	Storm Pipe Repair	Southridge Parkway	35937	94.8	2	Coated Corrugated Metal Pipe	
7889	Storm Pipe Repair	Grey Abbey Drive	38127	43.0	2.5	Coated Corrugated Metal Pipe	
7941	Storm Pipe Repair	North Point Parkway	35769	33.5	1.5	Coated Corrugated Metal Pipe	
7947	Storm Pipe Repair	Preston Ridge Road	35614	36.2	1.5	Plain Concrete	
15061	Storm Pipe Repair	Penn Oak Ct	33582	99.9	1.5	Coated Corrugated Metal Pipe	
15703	Storm Pipe Repair	Tammany Pointe	33459	91.5	2	Coated Corrugated Metal Pipe	
15836	Storm Pipe Repair	Henderson Parkway	33852	43.2	2	Plain Corrugated Metal Pipe	
16309	Storm Pipe Repair	Cumming Street	38818	308.5	2.5	Plain Corrugated Metal Pipe	
17059	Storm Pipe Repair	Mayfield Road	44468	13.9	1.5	Reinforced Concrete Pipe	
17223	Storm Pipe Repair	Briers Chute	30168	38.1	2	Coated Corrugated Metal Pipe	
17344	Storm Pipe Repair	Wendy Hill Drive	48064	26.5	1.5	Coated Corrugated Metal Pipe	
17470	Storm Pipe Repair	Mayfield Road	44599	24.1	1.5	Reinforced Concrete Pipe	
17698	Storm Pipe Repair	Westside Parkway	40765	23.2	4.5	Reinforced Concrete Pipe	
17970	Storm Pipe Repair	Lantern Ridge Court	47158	31.1	1.5	Coated Corrugated Metal Pipe	
18390	Storm Pipe Repair	Meadow Drive	43337	55.5	1.5	Plain Concrete	
18436	Storm Pipe Repair	Milton Avenue	42652	78.1	2.5	Reinforced Concrete Pipe	
25831	Storm Pipe Repair	Chasewood Trail	32416	81.6	3	Plain Corrugated Metal Pipe	
26244	Storm Pipe Repair	Tidewater Way	33020	86.9	2	Plain Corrugated Metal Pipe	
26245	Storm Pipe Repair	Tidewater Way	33024	33.2	2	Plain Corrugated Metal Pipe	
27019	Storm Pipe Repair	Graystone Crossing	32093	37.1	2	Plain Corrugated Metal Pipe	
27021	Storm Pipe Repair	Graystone Way	32110	30.2	2	Plain Corrugated Metal Pipe	
27296	Storm Pipe Repair	Hamptons Run	33106	6.7	1.5	Plain Corrugated Metal Pipe	
28565	Storm Pipe Repair	Compass Pointe Crossing	31845	18.2	2.5	Plain Corrugated Metal Pipe	
28694	Storm Pipe Repair	Clubhouse Drive	30931	8.3	3	Plain Corrugated Metal Pipe	
28696	Storm Pipe Repair	Clubhouse Drive	30946	65.8	3	Plain Corrugated Metal Pipe	
28964	Storm Pipe Repair	Chestnut Court	30136	62.1	1	Plain Corrugated Metal Pipe	
29031	Storm Pipe Repair	Willow Tree Way	30163	49.5	1.5	Plain Corrugated Metal Pipe	
29493	Storm Pipe Repair	Dryden Road	46348	108.4	2.5	HDPE	
29546	Storm Pipe Repair	Ridgewood Way	30053	192.0	1.5	Plain Corrugated Metal Pipe	
29719	Storm Pipe Repair	Flying Scot Way	46610	30.4	2	Plastic	
29904	Storm Pipe Repair	Southlake Drive	33473	20.8	1.5	Plain Corrugated Metal Pipe	
29926	Storm Pipe Repair	Southlake Drive	33598	94.0	1.5	Plain Corrugated Metal Pipe	
30007	Storm Pipe Repair	Southlake Drive	34041	27.6	1.5	Plain Corrugated Metal Pipe	
30226	Storm Pipe Repair	Webb Bridge Park	41721	23.7	1.5	Reinforced Concrete Pipe	
30297	Storm Pipe Repair	Webb Bridge Park	41767	15.5	1.5	Plastic	
30340	Storm Pipe Repair	Stonebury Drive	42439	132.4	2.5	Plain Corrugated Metal Pipe	
30354	Storm Pipe Repair	Webb Bridge Park	41736	21.7	1.5	Plastic	
30381	Storm Pipe Repair	Webb Bridge Park	41751	25.2	1.5	Plastic	
30425	Storm Pipe Repair	Webb Bridge Park	41763	114.4	1.5	Plastic	
30504	Storm Pipe Repair	Windward Parkway	35108	36.7	1.5	Plain Corrugated Metal Pipe	
30598	Storm Pipe Repair	Webb Bridge Road	39167	35.8	2	Reinforced Concrete Pipe	
30601	Storm Pipe Repair	Southlake Drive	33587	26.3	1.5	Plain Corrugated Metal Pipe	
30624	Storm Pipe Repair	Clubhouse Drive	30952	24.6	3	Plain Corrugated Metal Pipe	
36709	Storm Pipe Repair	Malbrough Drive	31187	78.1	2	Coated Corrugated Metal Pipe	
36709	Storm Pipe Repair	Malbrough Drive	39409	108.1	2	Coated Corrugated Metal Pipe	
36709	Storm Pipe Repair	Malbrough Drive	39412	60.2	2	Coated Corrugated Metal Pipe	
37020	Storm Pipe Repair	Wills Park	46796	535.0	2	Reinforced Concrete Pipe	
37752	Storm Pipe Repair	Crabapple Chase Court	31493	28.5	3	Coated Corrugated Metal Pipe	
37896	Storm Pipe Repair	Salisbury Drive	31535	30.0	2	Coated Corrugated Metal Pipe	
37898	Storm Pipe Repair	Salisbury Drive	31528	39.6	1.5	Coated Corrugated Metal Pipe	
37954	Storm Pipe Repair	Brookmill Point	41107	22.0	2	Coated Corrugated Metal Pipe	
37955	Storm Pipe Repair	Brookmill Point	41109	98.7	2	Coated Corrugated Metal Pipe	
37967	Storm Pipe Repair	Brookmill Point	41102	76.1	1.5	Plain Corrugated Metal Pipe	
38275	Storm Pipe Repair	Birch Hollow Drive	32173	167.5	2.5	Coated Corrugated Metal Pipe	

38691	Storm Pipe Repair	Dennis Drive	32075	48.1	2.5	Coated Corrugated Metal Pipe	
39104	Storm Pipe Repair	Wills Park	47020	29.9	1.25	Reinforced Concrete Pipe	
39996	Storm Pipe Repair	Wills Road	36948	147.6	2	Reinforced Concrete Pipe	
39997	Storm Pipe Repair	Wills Road	46652	32.8	2	Coated Corrugated Metal Pipe	
40013	Storm Pipe Repair	Arrowwood Court	39909	55.7	3	Plain Corrugated Metal Pipe	
40014	Storm Pipe Repair	Arrowwood Court	39905	16.0	1.5	Plain Corrugated Metal Pipe	
40015	Storm Pipe Repair	Arrowwood Court	39875	41.8	1.5	Plain Corrugated Metal Pipe	
40078	Storm Pipe Repair	Arrowwood Lane	39886	81.9	1.5	Plain Corrugated Metal Pipe	
40111	Storm Pipe Repair	Upper Hembree Road	41343	270.8	1.5	Coated Corrugated Metal Pipe	
41105	Storm Pipe Repair	Sims Industrial Boulevard	38940	163.0	1.5	Coated Corrugated Metal Pipe	
41106	Storm Pipe Repair	Sims Industrial Boulevard	38936	7.5	1.5	Coated Corrugated Metal Pipe	
41206	Storm Pipe Repair	Hembree Road	38979	43.1	3	Reinforced Concrete Pipe	
41960	Storm Pipe Repair	Old Milton Parkway	48566	83.3	1.5	Reinforced Concrete Pipe	
41965	Storm Pipe Repair	Police Headquarters	48395	48.5	2.5	Coated Corrugated Metal Pipe	
41966	Storm Pipe Repair	Police Headquarters	48397	23.6	2.5	Coated Corrugated Metal Pipe	
41971	Storm Pipe Repair	police headquarters	48403	86.2	1.5	Coated Corrugated Metal Pipe	
41984	Storm Pipe Repair	Westside Parkway	34681	230.7	3	Coated Corrugated Metal Pipe	
41989	Storm Pipe Repair	Westside Parkway	39090	8.6	2.5	Reinforced Concrete Pipe	
42167	Storm Pipe Repair	Karen Drive	38825	48.7	1.5	Coated Corrugated Metal Pipe	
42176	Storm Pipe Repair	Karen Drive	37184	109.0	2	Coated Corrugated Metal Pipe	
42183	Storm Pipe Repair	Equestrian Park	46707	80.3	1.25	Plain Corrugated Metal Pipe	
42223	Storm Pipe Repair	Rainwater Drive	34677	419.7	3	Coated Corrugated Metal Pipe	
42226	Storm Pipe Repair	Belmont Chase Court	42522	267.7	1.5	Plain Corrugated Metal Pipe	
46724	Storm Pipe Repair	Pine Vista Boulevard	40946	196.1	2	Coated Corrugated Metal Pipe	
46724	Storm Pipe Repair	Pine Vista Boulevard	40948	114.8	2	Coated Corrugated Metal Pipe	
46724	Storm Pipe Repair	Pine Vista Boulevard	40950	136.9	2	Coated Corrugated Metal Pipe	
48524	Storm Pipe Repair	Waters Road	45849	42.4	1.5	Reinforced Concrete Pipe	
48524	Storm Pipe Repair	Waters Road	45851	14.9	1.5	Coated Corrugated Metal Pipe	
48524	Storm Pipe Repair	Waters Road	45853	77.1	1.5	Reinforced Concrete Pipe	
48524	Storm Pipe Repair	Waters Road	45855	30.8	2	Coated Corrugated Metal Pipe	
48524	Storm Pipe Repair	Waters Road	45857	77.2	2	Coated Corrugated Metal Pipe	
48524	Storm Pipe Repair	Waters Road	45859	14.4	3	Coated Corrugated Metal Pipe	
48546	Storm Pipe Repair	Waterview Drive	45696	34.9	1.5	Reinforced Concrete Pipe	
48546	Storm Pipe Repair	Waterview Drive	45698	83.4	1.5	Coated Corrugated Metal Pipe	
48957	Storm Pipe Repair	Waters Glen Way	42563	125.4	2	Coated Corrugated Metal Pipe	
48957	Storm Pipe Repair	Waters Glen Way	42565	57.6	2	Coated Corrugated Metal Pipe	
49201	Storm Pipe Repair	Milton Park Drive	45771	41.7	1.5	Reinforced Concrete Pipe	
49201	Storm Pipe Repair	Milton Park Drive	45773	49.9	2.5	Coated Corrugated Metal Pipe	
49201	Storm Pipe Repair	Milton Park Drive	45775	86.7	2.5	Coated Corrugated Metal Pipe	
49201	Storm Pipe Repair	Milton Park Drive	45777	74.2	2.5	Coated Corrugated Metal Pipe	
49330	Storm Pipe Repair	Waters Road	36594	99.1	2	Coated Corrugated Metal Pipe	
49330	Storm Pipe Repair	Waters Road	36598	158.9	2	Reinforced Concrete Pipe	
49330	Storm Pipe Repair	Waters Road	36602	127.0	2	Coated Corrugated Metal Pipe	
49330	Storm Pipe Repair	Waters Road	36606	18.0	2.5	Coated Corrugated Metal Pipe	
49330	Storm Pipe Repair	Waters Road	36957	57.2	1.5	Reinforced Concrete Pipe	
49330	Storm Pipe Repair	Waters Road	36961	66.9	2	Coated Corrugated Metal Pipe	
49636	Storm Pipe Repair	Gunter Court	37137	76.1	3	Coated Corrugated Metal Pipe	
105764	Storm Pipe Repair	Haynes Forest Drive	40062	29.4	3	Coated Corrugated Metal Pipe	
110857	Storm Pipe Repair	Chantilly Drive	30370	96.0	1.5	Plain Corrugated Metal Pipe	
110989	Storm Pipe Repair	St. Michelle Court	30488	136.9	1.5	Plain Corrugated Metal Pipe	
111688	Storm Pipe Repair	Eversedge Drive	40494	70.9	3	Coated Corrugated Metal Pipe	
111949	Storm Pipe Repair	Wendy Hill Drive	48066	176.7	1.5	Coated Corrugated Metal Pipe	
112058	Storm Pipe Repair	Providence Place Drive	40660	165.7	2	Coated Corrugated Metal Pipe	
112060	Storm Pipe Repair	Providence Place Way	40678	18.8	3	Coated Corrugated Metal Pipe	
112146	Storm Pipe Repair	Brierfield Road	30028	40.5	2.5	Coated Corrugated Metal Pipe	
112255	Storm Pipe Repair	Briers Creek Drive	30118	23.5	1.5	Plain Corrugated Metal Pipe	
112742	Storm Pipe Repair	Mid Broadwell Road	32191	38.3	1.5	Coated Corrugated Metal Pipe	
112743	Storm Pipe Repair	Mid Broadwell Road	32187	32.3	1.5	Reinforced Concrete Pipe	
112761	Storm Pipe Repair	Mid Broadwell Road	42997	45.4	1.5	Reinforced Concrete Pipe	
112918	Storm Pipe Repair	Milton Avenue	43002	21.8	1.5	Plain Corrugated Metal Pipe	
113007	Storm Pipe Repair	Augeron Court	45339	171.7	2.5	Reinforced Concrete Pipe	
113277	Storm Pipe Repair	Cogburn Ridge Way	33159	94.5	3	Coated Corrugated Metal Pipe	
113325	Storm Pipe Repair	Cogburn Ridge Road	33248	44.9	1.5	Reinforced Concrete Pipe	
113506	Storm Pipe Repair	North Park	42077	45.1	1.5	HDPE	
113530	Storm Pipe Repair	North Park	42043	63.4	1.5	Plain Corrugated Metal Pipe	
113535	Storm Pipe Repair	Windward Parkway	40759	48.5	1.5	Reinforced Concrete Pipe	
113583	Storm Pipe Repair	Hearthstone Way	44519	162.8	2.5	Reinforced Concrete Pipe	
113702	Storm Pipe Repair	Hearthstone Way	44557	21.8	1.5	Reinforced Concrete Pipe	
114056	Storm Pipe Repair	Mayfield Road	44585	43.2	1.5	Reinforced Concrete Pipe	
114083	Storm Pipe Repair	Dunster Court	40607	23.9	2	Coated Corrugated Metal Pipe	
114155	Storm Pipe Repair	Bates Road	44616	113.6	2	Reinforced Concrete Pipe	
114168	Storm Pipe Repair	Providence Road	44482	27.4	1.5	Reinforced Concrete Pipe	
114384	Storm Pipe Repair	Mayfield Manor Drive	43156	89.2	2.25	Coated Corrugated Metal Pipe	
114396	Storm Pipe Repair	Richards Circle	43226	103.8	2	Plain Corrugated Metal Pipe	
114461	Storm Pipe Repair	Mayfield Manor Drive	43214	104.6	1.5	Coated Corrugated Metal Pipe	
114465	Storm Pipe Repair	Jenkins Court	43195	103.4	1.5	Plain Corrugated Metal Pipe	
114466	Storm Pipe Repair	Pebblestone Court	43550	110.3	1.5	Coated Corrugated Metal Pipe	
114640	Storm Pipe Repair	Innovation Way	40741	68.2	1.5	Plain Corrugated Metal Pipe	
114641	Storm Pipe Repair	Innovation Way	40743	19.8	1.5	Plain Corrugated Metal Pipe	
114643	Storm Pipe Repair	Windward Parkway	41171	70.9	1.5	Reinforced Concrete Pipe	
114790	Storm Pipe Repair	Kenneth Drive	42924	140.9	5	Coated Corrugated Metal Pipe	
114820	Storm Pipe Repair	Winthrope Chase Drive	45253	9.9	2.5	Reinforced Concrete Pipe	
114865	Storm Pipe Repair	Weatherford Circle	32609	11.6	1.5	Plain Corrugated Metal Pipe	
114949	Storm Pipe Repair	Canton Street	43613	41.4	1.5	Plain Corrugated Metal Pipe	
114952	Storm Pipe Repair	Canton Street	43615	31.9	2	Plain Corrugated Metal Pipe	
114954	Storm Pipe Repair	Canton Street	43617	22.6	2	Plain Corrugated Metal Pipe	
114965	Storm Pipe Repair	Henderson Parkway	33861	28.4	2	Plain Corrugated Metal Pipe	
114966	Storm Pipe Repair	Henderson Parkway	48214	75.4	2	Coated Corrugated Metal Pipe	
115132	Storm Pipe Repair	Windward Parkway	41470	50.9	3	Reinforced Concrete Pipe	
115237	Storm Pipe Repair	Canton Street	48188	96.2	2	Plain Corrugated Metal Pipe	
115357	Storm Pipe Repair	N Main Street	35692	51.0	2	Reinforced Concrete Pipe	
115359	Storm Pipe Repair	N Main Street	35696	30.6	2	Reinforced Concrete Pipe	
115405	Storm Pipe Repair	Pine Grove Drive	32502	120.1	1	Plain Corrugated Metal Pipe	
115480	Storm Pipe Repair	Milton Avenue	42649	101.6	1.5	Coated Corrugated Metal Pipe	

115571	Storm Pipe Repair	Windward Parkway	41501	36.0	1.5	Reinforced Concrete Pipe	
115673	Storm Pipe Repair	Jayne Ellen Way	32867	60.4	3	Plain Corrugated Metal Pipe	
115676	Storm Pipe Repair	Cumming Street	33825	39.5	1.5	Plain Corrugated Metal Pipe	
115735	Storm Pipe Repair	Academy Street	47412	56.5	1.5	Coated Corrugated Metal Pipe	
115812	Storm Pipe Repair	North Main Street	33905	43.4	3	Reinforced Concrete Pipe	
115837	Storm Pipe Repair	Cold Creek Drive	48263	17.7	2	Coated Corrugated Metal Pipe	
115839	Storm Pipe Repair	Cumming Street	38791	272.4	1.5	Plain Corrugated Metal Pipe	
115865	Storm Pipe Repair	Canton Street	48192	19.1	1.5	Plain Corrugated Metal Pipe	
115879	Storm Pipe Repair	Benson Court	43045	103.0	1.25	Plain Corrugated Metal Pipe	
115881	Storm Pipe Repair	Cumming Street	38781	10.5	2	Plain Corrugated Metal Pipe	
117021	Storm Pipe Repair	Brookhill Crossing Lane	31463	21.2	2	Reinforced Concrete Pipe	
121604	Storm Pipe Repair	Breckenridge Court	34462	123.3	2	Coated Corrugated Metal Pipe	
121786	Storm Pipe Repair	Webb Bridge Way	34191	97.0	1.5	Reinforced Concrete Pipe	
121810	Storm Pipe Repair	Timberline Place	34176	73.9	2.5	Coated Corrugated Metal Pipe	
121831	Storm Pipe Repair	Breckenridge Lane	34242	29.1	1.5	Reinforced Concrete Pipe	
122265	Storm Pipe Repair	Timberline Place	34302	142.2	2	Coated Corrugated Metal Pipe	
122337	Storm Pipe Repair	May Apple Lane	38561	70.6	1.5	Coated Corrugated Metal Pipe	
122341	Storm Pipe Repair	Webb Bridge Road	36344	231.4	1.5	Reinforced Concrete Pipe	
122342	Storm Pipe Repair	Sundew Court	38685	32.7	1.5	Coated Corrugated Metal Pipe	
122344	Storm Pipe Repair	Park Bridge Parkway	39675	97.5	1.5	Coated Corrugated Metal Pipe	
122346	Storm Pipe Repair	Park Bridge Parkway	39680	60.4	1.5	Coated Corrugated Metal Pipe	
122459	Storm Pipe Repair	Park Bridge Parkway	38395	72.6	1.5	Coated Corrugated Metal Pipe	
122461	Storm Pipe Repair	Sundew Drive	38673	31.6	1.5	Coated Corrugated Metal Pipe	
122462	Storm Pipe Repair	Sundew Drive	38677	41.8	1.5	Coated Corrugated Metal Pipe	
122464	Storm Pipe Repair	Park Bridge Parkway	38391	35.9	2	Coated Corrugated Metal Pipe	
122506	Storm Pipe Repair	Goldenrod Drive	38660	97.3	1.5	Coated Corrugated Metal Pipe	
122526	Storm Pipe Repair	Autumn Sage Drive	38328	29.3	1.5	Coated Corrugated Metal Pipe	
122556	Storm Pipe Repair	Park Bridge Parkway	38607	55.8	1.5	Coated Corrugated Metal Pipe	
122557	Storm Pipe Repair	Park Bridge Parkway	38603	162.8	1.5	Coated Corrugated Metal Pipe	
122644	Storm Pipe Repair	Park Bridge Parkway	38595	167.6	2	Coated Corrugated Metal Pipe	
122645	Storm Pipe Repair	Park Bridge Parkway	38591	209.4	2	Coated Corrugated Metal Pipe	
122691	Storm Pipe Repair	Park Bridge Parkway	38588	114.0	2.5	Coated Corrugated Metal Pipe	
122831	Storm Pipe Repair	Park Bridge Parkway	39758	53.3	2	Coated Corrugated Metal Pipe	
122832	Storm Pipe Repair	Park Bridge Parkway	39710	44.2	2	Coated Corrugated Metal Pipe	
122836	Storm Pipe Repair	Big Creek Court	46267	31.0	1.5	Plain Corrugated Metal Pipe	
122839	Storm Pipe Repair	Little Creek Crossing	46293	36.8	2	Coated Corrugated Metal Pipe	
122842	Storm Pipe Repair	Park Creek Drive	38318	120.8	1.5	Coated Corrugated Metal Pipe	
122842	Storm Pipe Repair	Park Creek Drive	38322	33.2	2	Coated Corrugated Metal Pipe	
122843	Storm Pipe Repair	Park Creek Trace	38291	33.3	1.5	Reinforced Concrete Pipe	
122914	Storm Pipe Repair	Park Creek Drive	38257	106.7	2	Coated Corrugated Metal Pipe	
122915	Storm Pipe Repair	Park Bridge Parkway	38253	48.9	2	Reinforced Concrete Pipe	
122915	Storm Pipe Repair	Park Bridge Parkway	38269	217.0	2.5	Coated Corrugated Metal Pipe	
123040	Storm Pipe Repair	Webb Bridge Road	38922	22.0	2	Reinforced Concrete Pipe	
123048	Storm Pipe Repair	Lake Windward Drive	38959	66.2	2	Plain Corrugated Metal Pipe	
123052	Storm Pipe Repair	Webb Bridge Road	42389	64.7	2	Reinforced Concrete Pipe	
123114	Storm Pipe Repair	Morning Mist Way	34089	142.8	1.5	Coated Corrugated Metal Pipe	
123114	Storm Pipe Repair	Morning Mist Way	34093	10.8	1.5	Plain Corrugated Metal Pipe	
123424	Storm Pipe Repair	Vista Forest Drive	33726	29.4	1.5	Reinforced Concrete Pipe	
123432	Storm Pipe Repair	Forest Path Lane	35865	29.5	3	Coated Corrugated Metal Pipe	
123433	Storm Pipe Repair	Forest Path Lane	35837	101.6	4	Coated Corrugated Metal Pipe	
123436	Storm Pipe Repair	Forest Path Lane	35775	126.2	1.5	Coated Corrugated Metal Pipe	
123437	Storm Pipe Repair	Park Brooke Trace	35910	155.4	3	Plain Corrugated Metal Pipe	
123587	Storm Pipe Repair	Park Brooke Trace	35698	36.6	2	Plain Corrugated Metal Pipe	
123596	Storm Pipe Repair	Brookline Ridge	35749	102.1	1.5	Coated Corrugated Metal Pipe	
123625	Storm Pipe Repair	Brookline Trace	35764	152.6	2	Coated Corrugated Metal Pipe	
123664	Storm Pipe Repair	Park Creek Way	35634	126.1	2	Coated Corrugated Metal Pipe	
123667	Storm Pipe Repair	Park Brooke Way	35596	53.6	1.5	Coated Corrugated Metal Pipe	
123679	Storm Pipe Repair	Brookline Way	35581	57.6	3	Coated Corrugated Metal Pipe	
123766	Storm Pipe Repair	Park Brooke Court	35485	115.2	2	Coated Corrugated Metal Pipe	
123771	Storm Pipe Repair	Brookline Court	35525	123.6	1.5	Coated Corrugated Metal Pipe	
123877	Storm Pipe Repair	Wednesbury Road	38627	107.0	2	Coated Corrugated Metal Pipe	
123877	Storm Pipe Repair	Wednesbury Road	38630	36.5	2	Coated Corrugated Metal Pipe	
124191	Storm Pipe Repair	Haynes Bridge and Lakeview	34872	405.7	1.5	Reinforced Concrete Pipe	
124543	Storm Pipe Repair	Longstone Landing	38378	44.5	2.5	Coated Corrugated Metal Pipe	
124647	Storm Pipe Repair	Great Rissington Way	38326	110.6	1.5	Coated Corrugated Metal Pipe	
124680	Storm Pipe Repair	Barnesley Lane	38702	296.9	1.5	Coated Corrugated Metal Pipe	
125069	Storm Pipe Repair	Estates Terrace	44961	36.1	3	Reinforced Concrete Pipe	
125093	Storm Pipe Repair	Kia Drive	39194	75.8	2	Reinforced Concrete Pipe	
125094	Storm Pipe Repair	Kia Drive	39197	115.2	3	Coated Corrugated Metal Pipe	
125326	Storm Pipe Repair	Kimball Trace	37417	109.2	3	Reinforced Concrete Pipe	
125445	Storm Pipe Repair	Webb Bridge Road	42376	26.9	2	Reinforced Concrete Pipe	
125516	Storm Pipe Repair	North Point Parkway	35435	57.4	1.5	Plain Corrugated Metal Pipe	
125535	Storm Pipe Repair	Webb Bridge Road	46438	198.0	1.5	Reinforced Concrete Pipe	
125536	Storm Pipe Repair	Morris Road	46405	31.6	3	Reinforced Concrete Pipe	
125547	Storm Pipe Repair	450 Park Creek Drive	38261	45.7	1.5	Coated Corrugated Metal Pipe	
125547	Storm Pipe Repair	450 Park Creek Drive	38265	143.5	1.5	Coated Corrugated Metal Pipe	
125567	Storm Pipe Repair	Preston Ridge Road	35809	120.5	1.5	Coated Corrugated Metal Pipe	
125572	Storm Pipe Repair	Preston Ridge Road	35545	88.0	2	Coated Corrugated Metal Pipe	
125580	Storm Pipe Repair	North Point Parkway	35494	48.4	3	Coated Corrugated Metal Pipe	
125584	Storm Pipe Repair	North Point Parkway	35754	93.1	1.5	Coated Corrugated Metal Pipe	
125585	Storm Pipe Repair	North Point Parkway	35762	31.0	3	Coated Corrugated Metal Pipe	
125587	Storm Pipe Repair	North Point Parkway	35777	77.2	2.5	Coated Corrugated Metal Pipe	
125588	Storm Pipe Repair	North Point Parkway	35780	28.5	2.5	Coated Corrugated Metal Pipe	
125593	Storm Pipe Repair	Alexander Drive	36274	122.4	4	Reinforced Concrete Pipe	
125716	Storm Pipe Repair	North Point Parkway	38772	75.0	1.5	Coated Corrugated Metal Pipe	
125718	Storm Pipe Repair	North Point Parkway	38779	61.7	2	Coated Corrugated Metal Pipe	
125725	Storm Pipe Repair	Between 355 and 365 New Castle Drive	40527	37.4	3	Reinforced Concrete Pipe	
125766	Storm Pipe Repair	Great Oaks Way	35929	49.2	4.5	Reinforced Concrete Pipe	
125782	Storm Pipe Repair	North Point Parkway	47542	127.9	4	Coated Corrugated Metal Pipe	
125858	Storm Pipe Repair	Peyton Farm Way	44386	32.7	2.5	Reinforced Concrete Pipe	
125868	Storm Pipe Repair	Old Milton Parkway	48619	94.7	1.5	Coated Corrugated Metal Pipe	
125869	Storm Pipe Repair	Old Milton Parkway	48653	74.2	1.5	Coated Corrugated Metal Pipe	
125903	Storm Pipe Repair	Old Milton Parkway	34237	28.8	1.5	Coated Corrugated Metal Pipe	
125904	Storm Pipe Repair	Waters Ferry Way	34283	24.5	3	Coated Corrugated Metal Pipe	

125907	Storm Pipe Repair	Kimball Bridge Road	37087	81.5	1.5	Reinforced Concrete Pipe	
125935	Storm Pipe Repair	North Point Parkway	36604	30.4	3.5	Coated Corrugated Metal Pipe	
125936	Storm Pipe Repair	North Point Parkway	36631	125.3	2.5	Coated Corrugated Metal Pipe	
125937	Storm Pipe Repair	North Point Parkway	36641	34.5	2	Coated Corrugated Metal Pipe	
125938	Storm Pipe Repair	North Point Parkway	36528	123.3	1.5	Coated Corrugated Metal Pipe	
125942	Storm Pipe Repair	North Point Court	47581	31.3	3.5	Coated Corrugated Metal Pipe	
125943	Storm Pipe Repair	North Point Court	34964	27.3	1.5	Coated Corrugated Metal Pipe	
125961	Storm Pipe Repair	North Point Parkway	37939	26.6	1.5	Plain Corrugated Metal Pipe	
125963	Storm Pipe Repair	North Point Parkway	36647	213.7	1.5	Coated Corrugated Metal Pipe	
125964	Storm Pipe Repair	Haynes Bridge Road	36639	33.6	2	Coated Corrugated Metal Pipe	
125968	Storm Pipe Repair	North Point Drive	37438	225.8	3	Reinforced Concrete Pipe	
125969	Storm Pipe Repair	Georgia Lane	47785	75.6	4	Reinforced Concrete Pipe	
125970	Storm Pipe Repair	Georgia Lane	47783	102.2	3.5	Reinforced Concrete Pipe	
125971	Storm Pipe Repair	Georgia Lane	47787	42.1	4	Reinforced Concrete Pipe	
126034	Storm Pipe Repair	Old Milton Parkway	48650	72.0	3	Coated Corrugated Metal Pipe	

CONTRACT NAME: STORM PIPE LINING SERVICES – SPIN-CAST

CONTRACT NO. 21-112B

CITY OF ALPHARETTA
STANDARD CONTRACT FOR SERVICES

This Contract for Services for the City of Alpharetta is made and entered into and is effective upon execution, by and between **Utility Asset Management, Inc.**, a Georgia corporation with its principal office located at 2025 US Highway 41 South, Perry, GA 31069 (the "Contractor") and the **City of Alpharetta, Georgia**, a municipal corporation of the State of Georgia (the "City").

1. Contract Documents. The Contract Documents consist of this Contract, the City's Request for Proposal dated May 20, 2021 (the "RFP"), including any addenda thereto, and the Contractor's Proposal dated June 17, 2021 (the "Proposal"), all of which collectively are incorporated herein by reference (collectively, the "Contract Documents"). In the event of any conflict in the Contract Documents, the provisions and requirements set forth in this Contract will govern; provided however, to the extent any of Contractor's obligations or duties set forth in the Proposal exceed the requirements provided within the RFP or this Contract, or the City finds any of the terms set forth in the Proposal more desirable, the terms set forth in the Proposal will control. Subject to the foregoing, if a conflict between the language in the RFP and the Proposal, the language in the former will govern.
2. Scope of Services. The Contractor's duties and scope of services are specifically set forth in the RFP (the "Work") and, in general, include the following: **ON-CALL STORM PIPE LINING SERVICES.** Work required under this contract shall include furnishing materials, qualified labor, equipment, etc. for trenchless rehabilitation of 12-inch through 120-inch diameter storm water drainage pipes. Work shall further include, but not be limited to, lining storm pipe using the Spin-Casting method, traffic control, TV inspection and cleaning of pipe, structure rehabilitation and/or replacement, rip-rap placement, erosion control measures, landscaping and permanent grassing, road and driveway restoration, and all materials necessary to install the above. No baseline amount of work is guaranteed with this contract. All work is within the City of Alpharetta, Georgia.
3. Contract Prices. As finally awarded by the City, the City will pay Contractor in accordance with the unit prices/rates set forth in Contractor's Rate Sheet, which is attached hereto and incorporated herein as **Exhibit "A,"** for Contractor's performance of Work.
4. This price includes the full development and provision of all deliverables as specified in the RFP and Proposal, as further supplemented or modified by the City's requirements. The City will process approved payment requests under this project to the Contractor. Payment to sub-contractors and suppliers is the responsibility of the Contractor. The City will not entertain any other payment arrangements.

Invoices must be sent to:

City of Alpharetta
Public Works Department
1790 Hembree Rd
Roswell, GA 30009
Attn: Matt Malone

Payments may be made in the manner and on the periodic basis agreed to by the City prior to the commencement of the Work. Upon completion of the Work or, if agreed to by the City, upon completion of certain portions thereof, the Contractor must send an invoice detailing the appropriate charges as currently allowed. Upon receipt of Contractor's invoice and following inspections and confirmation of the performance of the subject portion of the Work, the City will make payment. Upon receipt of Contractor's final invoice and following final inspection and final acceptance of the Work, the City will make final payment. Subject to the withholding of any amounts due to the City as further set forth herein, all such invoices will be paid within forty-five

CONTRACT NAME: STORM PIPE LINING SERVICES – SPIN-CAST

CONTRACT NO. 21-112B

(45) days by the City unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor will provide complete cooperation during any such investigation. No price adjustments will be made during the term or any extension of this Contract except upon mutual consent of the parties. Notwithstanding any other provision of this Contract, and without prejudice to any of City's other rights and remedies, City will have the right at any time or times to deduct and withhold from any payment for services that may become due under this Contract, such amount or amounts as may reasonably appear necessary to compensate the City for any portion of the Work that is defective, damaged, flawed, unsuitable, non-conforming or incomplete. Acceptance of final payment will constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

5. Commencement of Work; Time for Performance.

- (a) Commencement of Work. The Contractor must not proceed to perform the Work until on or after the date of execution of this contract, and as requested by task order.
- (b) Time for Performance. Contractor's time for performance of each part of the Work will be set forth in the subject task order.
- (c) Time is of the Essence. All limitations of time in this Contract are of the essence.

6. Term.

The Contract is for a term of five (5) years starting upon execution, and ending five (5) years later, 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 added period 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 proposal cost submission and accepted/awarded by the City Council. Any contract extension beyond the above-stated contract term will be based on the same terms and conditions as the original term.

For any such renewal term commencing after the first two (2) years of this Contract, prices may be increased by the lesser of three percent (3%) or the Consumer Price Index factor (US City Average – All Items; most recent month). Contractor must provide the City with the subsequent prices or rates for any renewal term, if different from the then existing prices or rates, at least ninety (90) days prior to the expiration of the then existing term. Subsequent prices or rates are guaranteed for a minimum of twelve (12) months.

For any automatic renewal of the contract required pursuant to O.C.G.A. § 36-60-13, notice of intent to not renew will be given to the Contractor in writing by the City, no less than thirty (30) days before the expiration date of the initial term of the contract.

7. Termination. This Contract may be terminated prior to the term ending by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract. Prior to such termination, the non-defaulting party must give notice to the defaulting party of the failure or default. Such party will have fifteen (15) days from the date of the notice to cure the default or failure if such default or failure is capable of being cured. Upon failure to cure the default or failure within fifteen (15) days, or if such failure or default is not capable of being cured, the non-defaulting party may terminate the Contract effective immediately upon the provision of written notice as provided in Section 15 (Notices). The Contract may also be terminated prior to term by the City for City's convenience upon the provision of not less than fourteen (14) days written notice to the

CONTRACT NAME: STORM PIPE LINING SERVICES – SPIN-CAST

CONTRACT NO. 21-112B

Contractor. In the event of such termination, the Contractor will be compensated for services performed prior to termination. Such amount will be paid by the City upon the Contractor's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries and other information and materials as may have been accumulated by the Contractor in performing the services included in this Contract, whether completed or in progress. All unperformed obligations incurred by Contractor prior to such date will survive termination of this Contract.

8. Representations and Warranties. Contractor represents and warrants that: (a) Contractor has full power and authority to perform its obligations hereunder and to deliver the products and services set forth in the Contract Documents to the City without the consent of any other person or entity, and the products and services must be delivered free and clear of any lien, encumbrance, security interest or other claim, of whatever nature; (b) Contractor must comply with all applicable statutes, rules, regulations and requirements of any governmental agency or authority, whether now or hereafter enacted, in performing its obligations hereunder, and the products and services must comply with all such statutes, rules, regulations and requirements in effect at the time of delivery to and acceptance by the City; (c) Contractor must perform its obligations hereunder in a good, professional and workman-like manner, and in strict accordance with City's specifications and the terms of this Contract; (d) All services performed by the Contractor under this Contract must be conducted in a manner consistent with the level of care and skill ordinarily exercised by other members of Contractor's profession or trade currently practicing in the same locality under similar conditions; and (e) Contractor, in the performance of its duties under this Contract, including but not limited to, its dealings with property owners, developers, contractors, consultants, architects and any local, state or federal governmental agency or political subdivision, will owe its primary duty of loyalty to the City.
9. Licenses, Registrations, Certifications and Permits. The Contractor will be responsible for obtaining and keeping in a valid status, all licenses, registrations, certifications and permits necessary to perform the Work as required by law. Contractor represents to the City that the Contractor and its employees are properly licensed and/or registered within the State of Georgia for the performance of the services required herein, provided such licensure and/or registration is required by applicable law. Contractor will supply copies of any such licenses, certifications or permits to the City upon request.
10. Insurance.
 - (a) Insurance Generally. Contractor must obtain and must continuously keep during the term of this Contract insurance of the kind and in the minimum amounts as specified in the RFP, as follows:
 - i. Statutory Worker's Compensation and Employers Liability Insurance in the minimum amount of Five Hundred Thousand Dollars (\$500,000) or as required by applicable law, whichever is greater, for all employees and other persons as may be required by Georgia law. If Contractor is self-insured, Contractor must additionally provide the City with a certificate from the Georgia Board of Workers' Compensation stating that the Contractor qualifies to pay its own workers' compensation claims.
 - ii. Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate. The policy must apply to all premises and all operations of the Contractor. The policy must include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. Further, the policy must be endorsed to provide "all risks" coverage. The policy must

CONTRACT NAME: STORM PIPE LINING SERVICES – SPIN-CAST

CONTRACT NO. 21-112B

contain a severability of interests' provision. Coverage must be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance must be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.

- iii. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury of not less than One Million Dollars (\$1,000,000) per occurrence and property damage of not less than One Hundred Thousand Dollars (\$100,000) per occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Work. The policy must have a severability of interests' provision. Such insurance coverage must extend to all of Contractor's subcontractors. Such coverage must include all automotive equipment used in the performance of the Contract, both on and off any work site, and such coverage must include non-ownership and hired cars (vehicles and equipment) coverage. Such insurance must be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.
- iv. Umbrella/Excess Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate. Such policy must supply the same coverage set forth in the Comprehensive General Liability insurance policy. Such insurance must be endorsed to name the City, and its elected officials, officers, employees and agents as additional insured parties.

(b) Requirements of Insurance.

- i. Insurance must be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All insurance must be continuously kept covering all liability, claims, demands, and other obligations assumed by the Contractor.
- ii. No policy of insurance will contain any exclusion for bodily injury or property damage arising from completed operations.
- iii. Every policy of insurance must provide that the City will receive notice no less than thirty (30) calendar days prior to any cancellation, termination, or a material change in such policy.
- iv. Proof of required insurance must be maintained in all equipment and motor vehicles insured in accordance with the provisions of this Contract.
- v. Contractor will ensure that any and all policies of insurance procured hereunder will provide for a waiver of subrogation against the City, and Contractor waives any claim against the City arising in contract or tort which is covered by its insurance hereunder.

(c) Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and

continuously maintain policies of insurance in accordance with this Section and its subsections will not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Contract. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits will constitute a material breach of this Contract upon which the City may immediately terminate this Contract without advance notice.

(d) Insurance Certificates. Contractor must provide proof of such insurance to the City contemporaneously with the execution of this Contract. Prior to commencement of the Work, Contractor must submit to the City certificates of insurance for all required insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to

CONTRACT NAME: STORM PIPE LINING SERVICES – SPIN-CAST

CONTRACT NO. 21-112B

demonstrate conformance with this Section and its subsections must be indicated on each certificate of insurance. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied.

- (e) Other Insurance. Contractor must maintain such other types and/or amounts of insurance as reasonably required by the City from time to time.
11. Indemnification. Contractor will, to the fullest extent permitted by law, indemnify and hold harmless the City, including its elected officials, officers, employees, and agents, from and against any and all claims, demands, losses, liabilities, suits, actions, costs, expenses (including expenses of litigation and attorneys' fees) and damages ("Claims") of any type or nature, including, but not limited to, Claims for injury to person or property, arising out of or related to any error, omission, willful misconduct, negligent act, or breach of this Contract by Contractor, or any of its officers, agents, employees or subcontractors, in the performance of this Contract; provided, however, that this indemnification obligation will not apply to any Claims arising from the sole negligence of the City. Nothing in this Section or this Contract will be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third-party beneficiaries.
12. Subcontractors and Contractor Personnel.
- (a) No Subcontractors. No subcontractor or consultant will be retained by Contractor to perform services under this Contract without the prior written consent of the City, except for those subcontractors previously identified in the Proposal.
 - (b) Subcontractor Requirements. Administration of any approved subcontractor will be the Contractor's responsibility and all subcontracts must require each subcontractor to be bound by all pertinent portions of this Contract and to assume all applicable obligations and responsibilities which the Contractor by this Contract assumes toward the City. In particular, and not by way of limitation, all indemnification and insurance provisions will be fully binding upon any subcontractor providing a portion of the services, for all intents and purposes as if said subcontractor were a party to this Contract.
 - (c) Key Staff. Where Contractor has specifically identified certain personnel in the Proposal for the performance of certain portions of the Work (such personnel hereinafter referred to as "Key Staff"), Contractor will assign and furnish such Key Staff to perform the respective tasks and responsibilities as set forth in the Proposal. Contractor agrees not to transfer or reassign any member of its Key Staff or the respective tasks or responsibilities of a member of Key Staff without the prior written consent of the City, except for the following reasons, as applicable:
 - (i) Situations where a member of Key Staff requests a transfer from his or her respective employer in order to accept a promotion or special assignment, which has been offered to him or her by such employer based upon his or her special education, qualifications or career path;
 - (ii) Disciplinary reasons;
 - (iii) Failure of the member of Key Staff to perform his or her respective tasks or responsibilities; or
 - (iv) At the request of the member of Key Staff.

In the event Contractor permanently transfers or reassigns a member of Key Staff or the respective tasks or responsibilities of a member of Key Staff for any of the foregoing reasons, Contractor will provide the City Administrator with prompt written notice of such transfer or reassignment and explain the basis of the transfer or reassignment. In the event of a vacancy in the position of any member of Key Staff, Contractor agrees to cooperate with the

CONTRACT NAME: STORM PIPE LINING SERVICES – SPIN-CAST

CONTRACT NO. 21-112B

City in providing a replacement and make selection of a replacement without undue delay, in good faith, and in the best interests of the City.

Further, the City will have the right, utilizing an objective standard based on current and past performance of the subject Work, to require Contractor to reassign the tasks and/or responsibilities of any member of Key Staff to a different representative of Contractor. Contractor agrees to permanently transfer the tasks and responsibilities of any member of Key Staff as soon as reasonably possible upon notification by the City Administrator.

13. Independent Contractor. The Contractor will always be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture or partner of the City. Contractor will have no authority to contract for or bind City in any manner. Contractor will have and maintain the responsibility for and control of the rendition of the Work, the discipline of its employees, and other matters incident to the performance of the Work (services, duties and responsibilities as described and contemplated herein). Notwithstanding any other provision(s) of this Contract to the contrary, no employee or subcontractor of Contractor will be considered an “employee” of the City during the performance of this Contract (the term “employee” will have the same meaning as provided in IRS Publication No. 15 (2014)(Circular E).
14. Conflict of Interest. The Contractor represents that it has not, within two (2) years preceding the execution of this Contract, made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person (including any member of such person's immediate family), having the duty to recommend, the right to vote upon, or any other direct influence on the selection of the Contractor to provide products and services to the City. This provision will not apply to legal campaign contributions, provided that such contributions have been disclosed in Contractor’s response to the City’s RFP.
15. Ownership of Work Product. In the event Contractor prepares, pursuant to the performance of this Contract, any drawings, plans, studies, reports, specifications, other documents (the “Work Product”), the City will be deemed the owner of the original of all such Work Product, and all statutory and common law rights with respect to such Work Product will accrue to the City, provided the City has paid for the services in full.
16. Notices. All contractual notices and communications under this Contract will be considered sufficient if given by certified mail or statutory overnight mail with return receipt requested, or hand delivered:
 - (a) If to the Contractor, at the following address:

Utility Asset Management, Inc.
2025 US Highway 41 South
Perry, GA 31069
Attention: Anita Clyne, President
 - (b) If to the City, at the following address:

City of Alpharetta
Public Works Department
1790 Hembree Rd
Roswell, GA 30009
Attention: Pete Sewczwicz, Director
 - (c) With a copy to:

C. Sam Thomas
Alpharetta City Attorney

CONTRACT NAME: STORM PIPE LINING SERVICES – SPIN-CAST

CONTRACT NO. 21-112B

Bovis, Kyle, Burch & Medlin, LLC
200 Ashford Center North, Suite 500
Atlanta, GA 30338-2680

For the purposes of this Contract, the effective date of notice will be the date that the notice is placed in certified or statutory overnight mail or placed with a courier for hand delivery.

17. Public Records. Contractor understands that in accordance with O.C.G.A. § 50-18-70, *et seq.*, the public has a right of reasonable access to all public records of the City, subject to certain exceptions set forth therein or as otherwise provided by law, and agrees to allow access by the City to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section will result in the immediate termination of this Contract by the City. Further, Contractor agrees to keep all public records in accordance with the City's records retention and disposal policies, O.C.G.A. § 50-18-92, *et seq.*, and the Georgia Administrative Code. Notwithstanding the foregoing, nothing contained herein will limit the Contractor's or the City's right to defend against disclosure of records alleged to be public.

18. Confidential Information.

- (a) Access to Confidential Information. The Contractor's employees, agents and subcontractors may have access to confidential data or information maintained by the City to the extent necessary to carry out the Contractor's responsibilities under the Contract. The Contractor will presume that all information received pursuant to the Contract is confidential unless otherwise designated by the City. If it is reasonably likely the Contractor will have access to the City's confidential information, then:
- i. The Contractor will provide to the City a written description of the Contractor's policies and procedures to safeguard confidential information;
 - ii. Policies of confidentiality will address, as appropriate, information conveyed in verbal, written, and electronic formats;
 - iii. The Contractor must designate one individual who will remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and
 - iv. The Contractor must provide adequate supervision and training to its agents, employees, and subcontractors to ensure compliance with the terms of the Contract. The private or confidential data of the City will remain the property of the City at all times. In order to obtain access to certain data in order to perform certain portions of the Work, Contractor may be required to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.
- (b) No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Contract will be disseminated, unless otherwise required by law, without the written consent of the City, either during the period of the Contract or thereafter. Subject to Section 18 (*Rights in Proprietary Data*) hereof, as between the parties, any data supplied to or created by the Contractor will be considered the property of the City, and Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the City.
- (c) Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor will promptly notify the City and cooperate with the City in any lawful effort to protect the confidential information.

CONTRACT NAME: STORM PIPE LINING SERVICES – SPIN-CAST

CONTRACT NO. 21-112B

- (d) Reporting of Unauthorized Disclosure. The Contractor will immediately report to the City any unauthorized disclosure of confidential information.
- (e) Survives Termination. The Contractor's confidentiality obligation under the Contract will survive termination of the Contract.

19. Rights in Proprietary Data; Intellectual Property; Nondisclosure and Confidentiality.

- (a) Data of Contractor. The capitalized term "Proprietary Data" as used in this Section 18 will mean commercial proprietary written reports, studies, drawings, trademarks, specifications, designs, models, processes, systems, photographs, computer CADD discs, reports, plans, surveys, software, or other graphic, electronic, chemical or mechanical representations of the Contractor, and further includes Proprietary Data provided to Contractor by a third party pursuant to a non-disclosure agreement or covenant or which constitutes a trade secret pursuant to Georgia law. Proprietary Data does not include public records information compiled on the City's behalf for the purpose of performing the Work under this Contract or any written reports, studies, drawings, specifications, photographs, reports, surveys or other representations prepared by Contractor for the City in performance of the Work provided pursuant to this Contract.
- (b) Rights in Data. As between the parties, all Proprietary Data will be the property of the Contractor. No title or ownership or any intellectual property or proprietary rights of Contractor, including licensed software code copyrights and licensed software documentation, are transferred to the City under this Contract. The City will have the limited right to use such Proprietary Data, without any additional payment to or approval by the Contractor, as necessary to provide for full use of the Work and project deliverables.
- (c) Copyrights. No project deliverables developed or prepared in whole or in part under this Contract will be subject to copyright protection owned by a third party in the United States of America or other country. Contractor will not include in the project deliverables any copyrighted matter owned by a third party unless Contractor obtains the written approval of the City Administrator or designee and provides said City Administrator or designee with the written permission of the copyright owner allowing Contractor to use such copyrighted matter in the manner provided herein.
- (d) Confidentiality. To the extent allowed by law, City will treat any information received under or through this Contract regarding Contractor's Intellectual Property, which Contractor has marked and identified as "Confidential Intellectual Property," in strictest confidence and will not disclose such information to third parties except where such information: (a) was part of the public domain when received, or becomes a part of the domain through no action or lack of action by City; (b) prior to disclosure was already in City's possession and not subject to an obligation of confidence imposed in another relationship; (c) subsequent to disclosure is obtained from a third party whom is lawfully in possession of such information and not subject to a contractual relationship to Contractor with respect to such information; (d) is in the form of a record which is otherwise subject to required disclosure as an open record under applicable Federal and state laws; or (e) is ordered to be disclosed by a court of competent jurisdiction. In regard to other Proprietary Data received under or through this Contract, the City will work with Contractor on implementing a process designed to protect proprietary and confidential information and keep any employee receiving such information from unauthorized publication and disclosure of such information. City agrees that access to and dissemination of such information will be limited to its employees having a need to know. City will continue to keep appropriate internal policies and procedures which in its judgment are reasonably sufficient to protect the confidential nature of such information.
- (e) Limitation. Except as otherwise provided for herein, nothing in this Contract will be

CONTRACT NAME: STORM PIPE LINING SERVICES – SPIN-CAST

CONTRACT NO. 21-112B

interpreted as granting any rights to the City under any pre-existing patent, copyright, know-how, or any other intellectual or proprietary rights of the Contractor.

20. Compliance with Illegal Immigration Reform and Enforcement Act:

E-Verify Program: The City is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City will not enter into a contract for the “physical performance of services” (as defined in O.C.G.A. § 13-10-90) unless the Contractor registers and participates in a federal work authorization program (E-Verify). The E-Verify affidavit or the secure identifiable document submitted by the Contractor will become part of the Contract Documents.

(a) Requirement to Participate in a Federal Work Authorization Program (E-Verify):

- i. Pursuant to O.C.G.A. § 13-10-91, Contractor represents, warrants, acknowledges, and/or agrees that:

The Contractor has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;

Subcontractors will not enter into any contract with the Contractor for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and

Sub-subcontractors will not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.

- ii. As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is “E-Verify” ([https://e-verify.uscis.gov/enroll/StartPage.aspx?\[S=YES\]](https://e-verify.uscis.gov/enroll/StartPage.aspx?[S=YES])) operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at that website address.

(b) Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

- i. Contractor, if providing the physical performance of services under this contract, will comply with the requirements of O.C.G.A. § 13-10-91.
- ii. Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor in connection with the covered contract, the Contractor will secure from such subcontractor attestation of the subcontractor’s compliance with O.C.G.A. § 13-10-91 by the subcontractor’s execution of the subcontractor affidavit, the form of which is included in Appendix B of the RFP, and will maintain a record of such attestation for inspection by the City at any time. Such subcontractor affidavit will become a part of the Contractor/subcontractor agreement. Further, it will be the duty of the Contractor to submit copies of all affidavits, drivers’ licenses, and/or identification cards required pursuant to this Section, as applicable, to the City within five (5) business days of receipt.
- iii. Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor’s compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor’s execution of the sub-subcontractor affidavit, the form of which is included in Appendix B of the RFP, and maintain records of such attestation for inspection by the City at any time. Such sub-

CONTRACT NAME: STORM PIPE LINING SERVICES – SPIN-CAST

CONTRACT NO. 21-112B

subcontractor affidavit will become a part of the subcontractor/sub-subcontractor agreement. Any subcontractor receiving an affidavit from a sub-subcontractor will forward notice to the Contractor of the receipt, within five (5) business days of receipt, of such affidavit. Further, it will be the duty of any sub-subcontractor to forward notice of receipt of any affidavit from a sub-subcontractor to the subcontractor or sub-subcontractor with whom such receiving sub-subcontractor has privity of contract. Any subcontractor receiving notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor will also forward, within five (5) business days of receipt, a copy of such notice to the Contractor.

- iv. In lieu of the affidavit required by this Section, if Contractor, or any subcontractor or sub-subcontractor, as applicable, has no employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of the Contract (or the subcontractor's or sub-subcontractor's portion of work utilized to perform part of the Contract with the City), such party will instead provide a copy of his or her state issued driver's license or state issued identification card.
- (c) The Contractor must comply with all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations promulgated in relation thereto.
- (d) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and these rules, and any affidavit related hereto, will be open for public inspection in this State at reasonable times during normal business hours.

21. Miscellaneous.

- (a) Compliance with Laws; No Discrimination. The Contractor, including any approved subcontractors, must, in performance of the Work, fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, Title VI of the Civil Rights Act of 1964 and its amendments, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. In performance of the Work, the Contractor will not discriminate against any person on the basis of race, color, religion, gender, national origin or ancestry, age, creed, marital status, physical or mental disability, or political ideas and will further ensure that Contractor's agents and/or subcontractors comply with same. Further, Contractor, its agents and subcontractors must affirmatively comply with all applicable provisions of federal, state and local equal employment laws and will not engage in or commit any discriminatory practice against any employee, applicant or person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot lawfully be used as a basis for the provision or denial of employment or service delivery.
- (b) Governing Law. This Contract is executed and will be performed in the State of Georgia, and this Contract will be construed and enforced per the laws of the State of Georgia. Subject to Subsection (j) below (*Arbitration*), venue for any action arising out of this Contract will lie in the appropriate court of Fulton County, Georgia.
- (c) Captions. Titles or captions of sections contained in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or prescribe the scope of this Contract or the intent of any provision.
- (d) Electronic Signature. This Contract may be executed by electronic signature, and such signature will have the same validity and effect as a signature affixed by hand and will constitute an original for all purposes.

CONTRACT NAME: STORM PIPE LINING SERVICES – SPIN-CAST

CONTRACT NO. 21-112B

- (e) Severability. In the event that any provision hereof is held to be invalid or unenforceable, such provision will be severed from this Contract and will not affect the validity or enforceability of the remainder of this Contract.
- (f) Entire Agreement. This Contract supersedes all prior discussions and agreements between the parties with respect to the matters contained herein and constitutes the sole and entire agreement between the parties.
- (g) Persons Bound. This Contract will be binding upon and will inure to the benefit of the parties, their respective successors, successors in title, legal representatives, heirs and permitted assigns. This Contract may not be assigned by the Contractor without the prior written consent of the City.
- (h) Amendment. No term or provision of this Contract may be amended, waived, supplemented, modified or terminated except by an instrument in writing signed by the party against whom the enforcement of the amendment, waiver, supplement, modification or termination is sought.
- (i) Waiver. The City's failure or forbearance to enforce any term hereof will not be deemed to be a waiver of such right or claim, or any right of claim hereunder. Moreover, the City's waiver of any term hereof will not operate or be construed as a waiver of any subsequent breaches of the same or any other term.
- (j) Arbitration. Any dispute arising out of this Contract will, at the option of the City of Alpharetta, be submitted to binding arbitration conducted in Atlanta, Georgia in accordance with the rules of the American Arbitration Association.
- (k) Annual Appropriation and Renewal. Notwithstanding any other provision of this Contract, in compliance with the requirements of O.C.G.A. § 36-60-13 governing the terms and conditions of multiyear contracts, this Contract will be effective for a term commencing on upon contract execution, and terminating at midnight one year later (the "initial term"), without further obligation on the part of either party other than outstanding obligations incurred prior to the expiration of such term. Thereafter, in accordance with O.C.G.A. § 36-60-13 and subject to the further conditions provided in this Paragraph, this Contract will be automatically renewed for up to four (4) successive one (1) year terms (each one year term occurring after the initial term will be referred to as a "renewal term") unless the City delivers written notice of non-renewal to Contractor at least thirty (30) days prior to the expiration of the initial term. At the expiration of each renewal term, this Contract will be automatically renewed for an additional one (1) year term, unless the City furnishes Contractor written notice of its intent not to renew this Contract not less than thirty (30) days prior to the expiration of such renewal term. If written notice of non-renewal is given, this Contract will terminate upon expiration of the then existing term. For any such renewal term, prices may be increased by the lesser of three percent (3%) or the Consumer Price Index factor (US City Average – All Items; most recent month). Contractor will provide the City with the subsequent prices or rates for any renewal term, if different from the then existing prices or rates, at least ninety (90) days prior to the expiration of the then existing term. Subsequent prices or rates are guaranteed for a minimum of twelve (12) months. If written notice of non-renewal is given, this Contract will terminate upon expiration of the then existing term. Nothing stated herein will obligate the City to extend this Contract beyond the initial term or any renewal term. Further, this Contract will terminate absolutely and without further obligation of the City at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year if the City Council fails to appropriate funding for the Contract for any such succeeding fiscal year. Notwithstanding any other provision or provisions of this Contract, pursuant to O.C.G.A. § 36-60-13, this Contract will terminate

CONTRACT NAME: STORM PIPE LINING SERVICES – SPIN-CAST

CONTRACT NO. 21-112B

immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and will be conclusive.

- (l) Additional Terms of Contractor. The City will not be bound by any terms and conditions included in any Contractor invoice, packaging, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.
- (m) Presumptions and Interpretations. The parties further agree that should any provision of this Contract require interpretation or construction, the court, administrative body or other entity interpreting or construing this Contract will not apply a presumption that the provisions hereof will be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared same, it being agreed that all parties and/or their respective attorneys and agents have been fully afforded the opportunity to review all provisions of this Contract.
- (n) No Third-Party Beneficiaries. Nothing contained in this Contract is intended to or will create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or sub-contractor of the Contractor. Absolutely no third-party beneficiaries are intended by this Contract. Any third-party receiving a benefit from this Contract is an incidental and unintended beneficiary only.
- (o) No Waiver of Governmental Immunity. Nothing in this Contract will be construed to waive, limit, or otherwise modify any governmental or sovereign immunity that may be available by law to the City, its elected officials, officers, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental or sovereign immunity afforded or available pursuant to Georgia Statutes.
- (p) Publicity Provision. Contractor will not use any trademarks, service marks, or logos of the City without the City's express prior written consent. Contractor will not identify or make reference to the City in any advertising or other promotional modality regardless of its form without the express prior written consent of the City.
- (q) Survival. Any and all provisions of this Contract creating obligations extending beyond the term of this Contract, including, without limitation, Contractor's warranty of products and labor and the indemnification provisions contained herein, will survive the expiration or termination of this Contract, regardless of the reason for such termination.

CONTRACT NAME: STORM PIPE LINING SERVICES – SPIN-CAST
CONTRACT NO. 21-112B

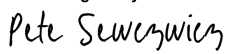
IN WITNESS WHEREOF, the parties hereto have each caused this Contract to be executed and delivered by a duly authorized officer, agent, or official as of the date set forth below.

Executed 8/18/2021

CITY OF ALPHARETTA, GEORGIA

DocuSigned by:
By:  
2DC5226B6FD44FB...
Jim Gilvin, Mayor

Approved as to Content:

DocuSigned by:

BB2F6271FD59471...
Pete Sewczwicz
Director of Public Works

Approved as to form and legal sufficiency:

DocuSigned by:

45E7D18EB43B492...
C. Sam Thomas, City Attorney

UTILITY ASSET MANAGEMENT, INC.

DocuSigned by:
By: 
2A48B8E09D2040E...
Anita Clyne, President

CONTRACT NAME: STORM PIPE LINING SERVICES – SPIN-CAST

CONTRACT NO. 21-112B

EXHIBIT “A”

SPIN-CASTING PIPE LINING BID ITEMS			
CITY OF ALPHARETTA FY22 Stormwater Pipe Lining			
ITEM #	Description	Unit	Unit Price
	Lining Requirements		
	Spin Cast Lining		
	Includes Pre & Post TV & typical point repairs during lining		
	Includes Cleaning (less than 25% full)		
1	30" Centrifugal Spin- 1.5 Thickness	LF	\$ 165.00
2	36" Centrifugal Spin - 1.5 Thickness	LF	\$ 193.00
3	42" Centrifugal Spin - 1.5 Thickness	LF	\$ 226.00
4	48" Centrifugal Spin - 1.5 Thickness	LF	\$ 256.00
5	54" Centrifugal Spin - 1.5 Thickness	LF	\$ 291.00
6	60" Centrifugal Spin - 1.5 Thickness	LF	\$ 327.00
7	66" Centrifugal Spin - 1.5 Thickness	LF	\$ 357.00
8	72" Centrifugal Spin - 1.5 Thickness	LF	\$ 392.00
9	Add Cost Per 0.5 Thickness - 30"	LF	\$ 34.00
10	Add Cost Per 0.5 Thickness - 36"	LF	\$ 43.00
11	Add Cost Per 0.5 Thickness - 42"	LF	\$ 54.00
12	Add Cost Per 0.5 Thickness - 48"	LF	\$ 65.00
13	Add Cost Per 0.5 Thickness - 54"	LF	\$ 76.00
14	Add Cost Per 0.5 Thickness - 60"	LF	\$ 89.00
15	Add Cost Per 0.5 Thickness - 66"	LF	\$ 102.00
16	Add Cost Per 0.5 Thickness - 72"	LF	\$ 117.00

CONTRACT NAME: STORM PIPE LINING SERVICES – SPIN-CAST

CONTRACT NO. 21-112B

	Spin Cast Lining		
	Includes Pre & Post TV & typical point repairs during lining		
	Includes Cleaning (greater than 25% full)		
17	30" Centrifugal Spin- 1.5 Thickness	LF	\$ 188.00
18	36" Centrifugal Spin - 1.5 Thickness	LF	\$ 221.00
19	42" Centrifugal Spin - 1.5 Thickness	LF	\$ 259.00
20	48" Centrifugal Spin - 1.5 Thickness	LF	\$ 294.00
21	54" Centrifugal Spin - 1.5 Thickness	LF	\$ 330.00
22	60" Centrifugal Spin - 1.5 Thickness	LF	\$ 370.00
23	66" Centrifugal Spin - 1.5 Thickness	LF	\$ 404.00
24	72" Centrifugal Spin - 1.5 Thickness	LF	\$ 442.00
25	Add Cost Per 0.5 Thickness - 30"	LF	\$ 34.00
26	Add Cost Per 0.5 Thickness - 36"	LF	\$ 43.00
27	Add Cost Per 0.5 Thickness - 42"	LF	\$ 54.00
28	Add Cost Per 0.5 Thickness - 48"	LF	\$ 65.00
29	Add Cost Per 0.5 Thickness - 54"	LF	\$ 76.00
30	Add Cost Per 0.5 Thickness - 60"	LF	\$ 89.00
31	Add Cost Per 0.5 Thickness - 66"	LF	\$ 102.00
32	Add Cost Per 0.5 Thickness - 72"	LF	\$ 117.00
	Spin Cast Lining for Drainage Boxes		
33	48" Drainage box	VF	\$ 115.00
34	60" Drainage box	VF	\$ 135.00
35	72" Drainage box	VF	\$ 178.00

CONTRACT NAME: STORM PIPE LINING SERVICES – SPIN-CAST

CONTRACT NO. 21-112B

	Precast Headwalls (per Alpharetta Std 232)		
36	Precast Headwall for 18" Pipe	EA	\$ 3,700.00
37	Precast Headwall for 24" Pipe	EA	\$ 4,300.00
38	Precast Headwall for 30" Pipe	EA	\$ 4,900.00
39	Precast Headwall for 36" Pipe	EA	\$ 5,900.00
40	Precast Headwall for 42" Pipe	EA	\$ 6,900.00
41	Precast Headwall for 48" Pipe	EA	\$ 7,500.00
	Cast-In_Place Concrete Headwall		
42	Cast-n-Place Conc HW-GDOT Det 1125	CY	\$ 500.00
	Rubble Masonry HW		
43	Rubble Headwall for 18" Pipe	EA	\$ 4,000.00
44	Rubble Headwall for 24" Pipe	EA	\$ 4,700.00
45	Rubble Headwall for 30" Pipe	EA	\$ 5,500.00
46	Rubble Headwall for 36" Pipe	EA	\$ 6,700.00
	Miscellaneous Items		
47	Stone #57	Ton	\$ 76.00
48	Surge Stone	Ton	\$ 68.00
49	No.3's and 4's Stone	Ton	\$ 76.00
50	Reset Existing Headwall	EA	\$ 5,600.00
51	3000psi Concrete	CY	\$ 320.00
52	Flowable Fill	CY	\$ 300.00
NOTES			
	All unit prices shall include but not be limited to all mobilization, labor, equipment and materials necessary to perform the work. In addition, unit prices for pipe lining shall include typical point repairs, pre and post CCTV, and cleaning (less than 25% full & greater than 25%).		
	Lump sum items will be determined on a project by project basis and include but not be limited to erosion control, landscaping, traffic control, special internal and external point repairs, pumping operations, ground penetrating radar and pressure grouting. These items will be included with proposals prior to each purchase order for lining projects.		



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT

SUBMITTED BY: KATHI COOK

DRAFTED BY: MICHAEL WOODMAN

I. AGENDA ITEM TITLE: PH-22-13 LEWIS MANNING HOUSE/40 CUMMING STREET

CITY COUNCIL: OCTOBER 3, 2022

II. RECOMMENDATION:

Approve PH-22-13 Lewis Manning House/40 Cumming Street, subject to the following conditions (changes shown in RED underline and strike through):

Old conditions:

2. The Lewis-Manning House property, consisting of approximately 0.837 acres, shall be zoned DT-LW and developed substantially similar to site plan prepared by ~~D. Tracy Ward, dated 9/8/2021~~ Frawley Associates, LLC, revised 8/22/2022, except for modifications required to comply with the conditions below. Use shall be restricted to a private single-family residence.
13. The property will forever be known as the Lewis Manning House and will be so designated by a plaque, which will be affixed to the exterior of the structure, as approved by ~~DRB~~ the Historic Preservation Commission.

New Conditions:

1. Exterior modifications and additions to the historic structure, accessory structures and walls and fencing shall be consistent with the architectural style of the Lewis Manning House, subject to review by the City's Downtown Consultant and approval of a certificate of appropriateness by the Historic Preservation Commission.
2. Swimming pool and cabanas shall be located to have the least impact to existing trees. This may result in a reduction to the swimming pool and cabana footprints. Tree removal and CRZ impacts shall not exceed the impacts listed on the site plan prepared by D. Tracy Ward, dated 9/8/2021, be limited to the site plan prepared by Frawley Associates, LLC, revised 8/22/2022, with final approval by Staff. Cabana shall not exceed a height of 16' and shall be screened from the public right-of-way.
3. The proposed addition to the Lewis Manning House and detached garage shall not exceed the height depicted on the submitted conceptual images.
4. The Lewis Manning House yard shall be developed with a park-like setting, including decorative plant selections promoting the historic district. A landscape plan substantially similar to the plan prepared by Frawley Associates, LLC, revised 8/22/2022, shall be subject to approval by the ~~Design Review Board~~ Historic Preservation Commission.
5. Prior to a Certificate of Occupancy associated with the Manning on the Square subdivision and Lewis Manning House property, the Manning on the Square final plat shall be updated to reflect the above changes, including but not limited to a statement that the Lewis Manning House shall be used as a private residence, amending open space areas, providing access for the Lewis Manning House and reflecting any necessary revisions to the declarations and covenants.
6. Conditions of zoning related to file #CLUP-17-02/Z-17-04 Taylor Morrison/40 Cumming Street shall remain in effect, unless superseded by the conditions above. Changes to the conditions above shall not release the developer of Manning on the Square from conditions, such as addressing the Cumming Street streetscape, providing civic space along Cumming Street and path connection through the site.
7. All work (demolition and construction) within the CRZ of specimen trees to remain shall be completed under the supervision of an ISA Certified Arborist.
8. Construction of the auto court and other areas within the CRZ of tree #1257 shall be completed with minimal impacts to the tree and include pervious pavers and an aeration system on grade, as approved by Staff.

III. REPORT IN BRIEF:

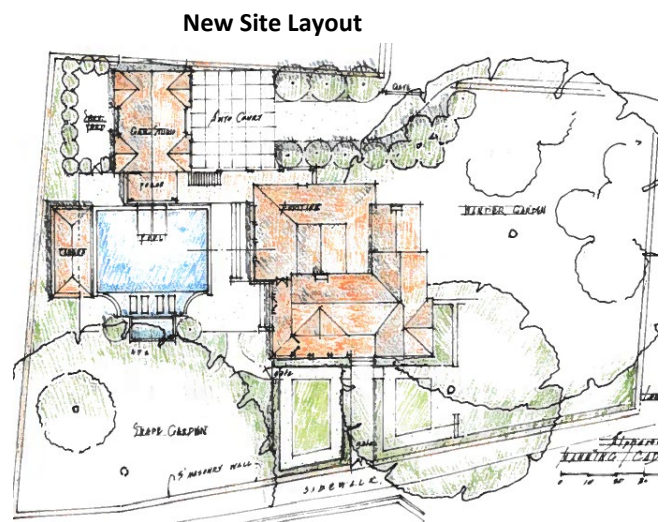
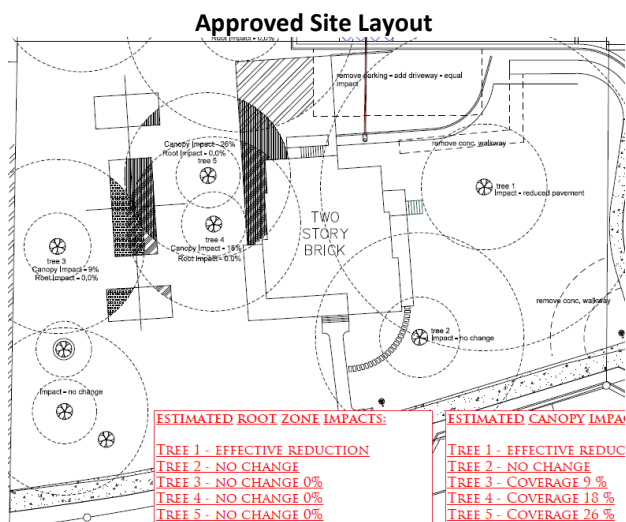
The applicant, Josh Cady, requests a change to previous conditions of zoning related to the historic Lewis Manning House. The applicant is requesting changes to conditions of zoning to allow a new site layout, tree removal plan and replanting plan. The subject property is located at 40 Cumming Street, just east of the intersection of Cumming Street and North Main Street.

DISCUSSION

The submitted request, if approved, will allow for changes to previous conditions of zoning related to the Lewis Manning House. The proposed changes would allow for a new site layout, tree removal plan and replanting plan. The subject property is located at 40 Cumming Street, just east of the intersection of Cumming Street and North Main Street.

In 2017, the property was rezoned to DT-LW (Downtown Live-Work) to allow the historic structure to be used for an office or HOA use. The rezoning was in conjunction with the surrounding 10.87-acre property that was approved for 58 single-family detached homes and known as Manning on the Square. As required by Council condition, the Lewis Manning House was designated in September 2018. The current applicant received approval for a change to conditions of zoning in November 2021 to change the use of the Lewis Manning House to a private residence. The applicant has a new site layout and tree removal plan, which requires changes to conditions of zoning related to file# PH-21-19 Lewis Manning House/40 Cumming Street.

As shown below, the approved site plan depicted an addition at the rear of the structure, including an attached garage. A pool and two (2) cabanas were proposed on the west side of the home. The new site layout depicts a detached garage, pool and cabana on the west side of the home. The new layout would result in the removal of three (3) trees, of which two (2) are no longer in good health (tree #1260 – 28” Pecan and tree # 1259 – 26” Black Walnut). The applicant proposes a robust replanting plan to offset the removal of tree # 1261 – 28” Water Oak.



CONCURRENCES

Staff has reviewed the applicant's proposal and finds that it can generally support the request for changes to previous conditions of zoning. The proposed changes would allow for a new site layout and replanting plan. If approved, conditions are recommended requiring prescriptive construction measures to limit impacts on specimen trees.

CITIZEN PARTICIPATION PLAN

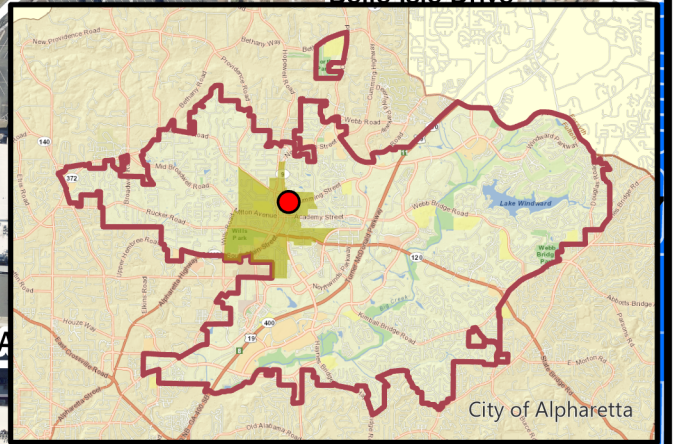
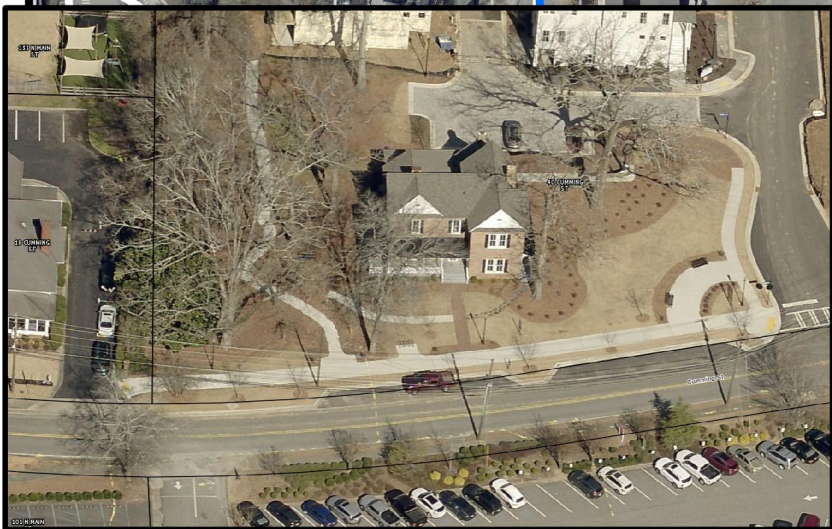
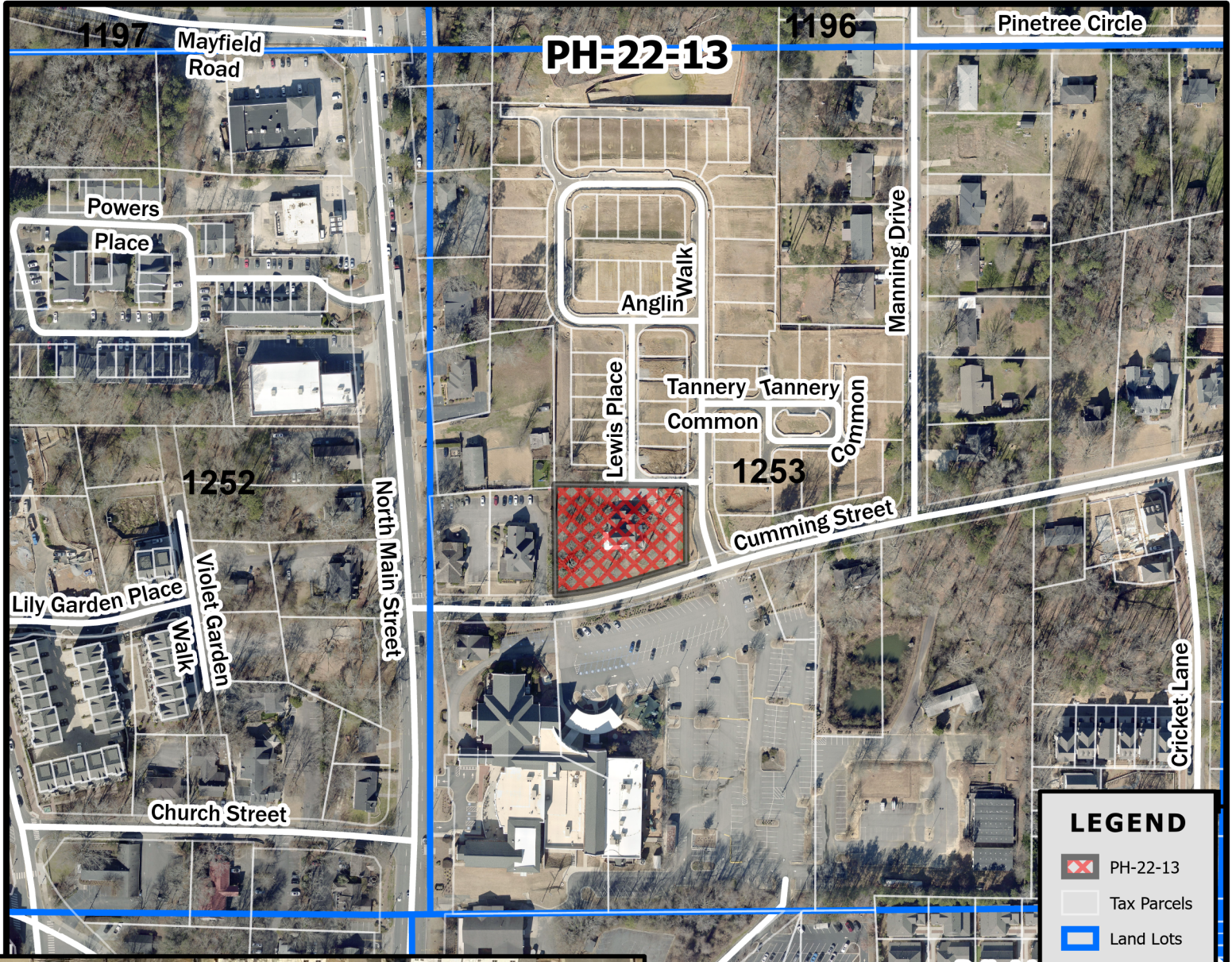
The report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that they received one (1) call asking about the request.

COMMUNITY ZONING INFORMATION MEETING

The CZIM was held on August 10, 2022. There was one (1) public comment in support of the proposal.

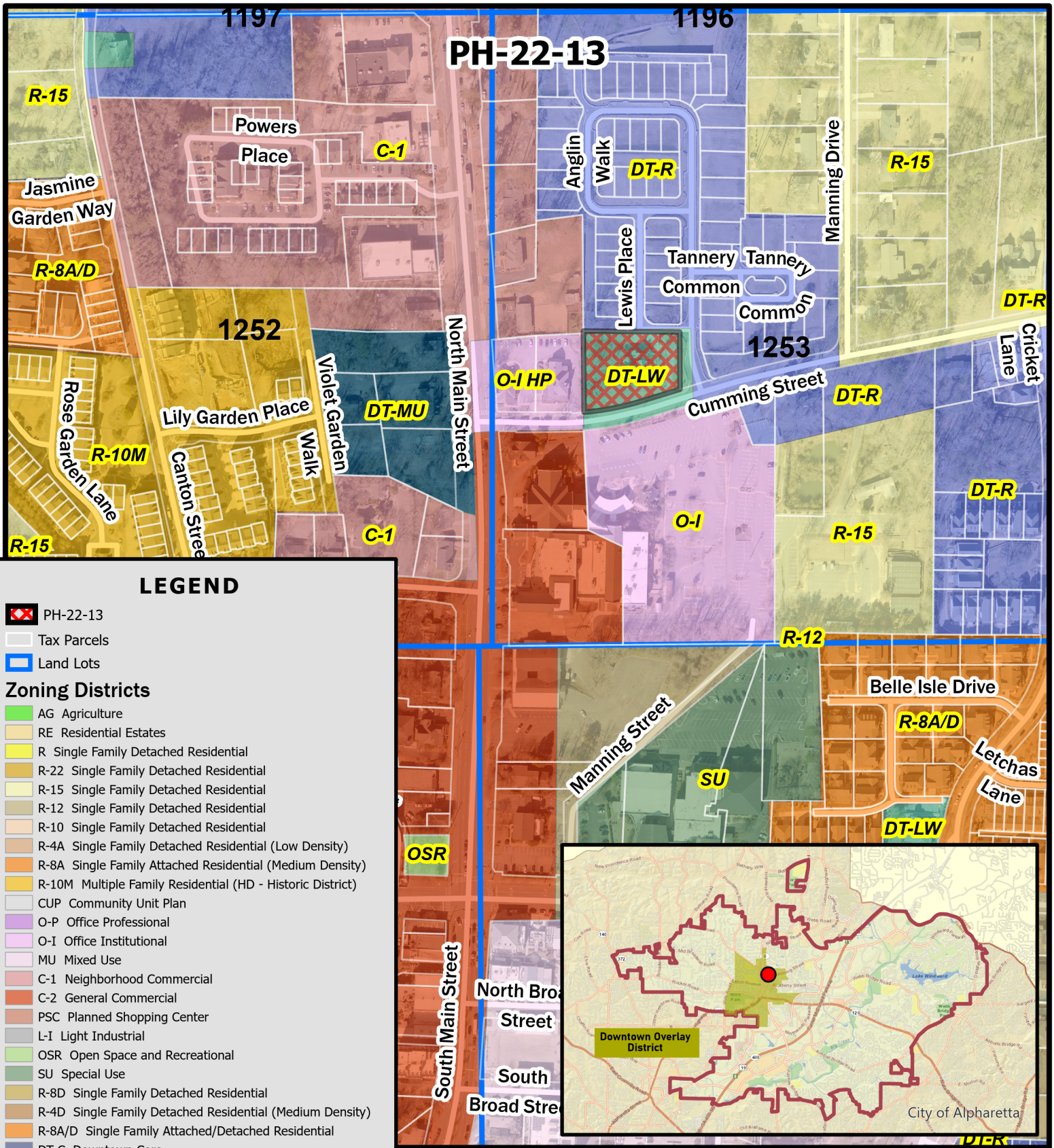
IV. ATTACHMENTS:

- Site Plan



Aerial Map **Lewis Manning House** **40 Cumming Street**

PH-22-13
D/LL: 1/2/1253
CC: 9/6/22



LEGEND

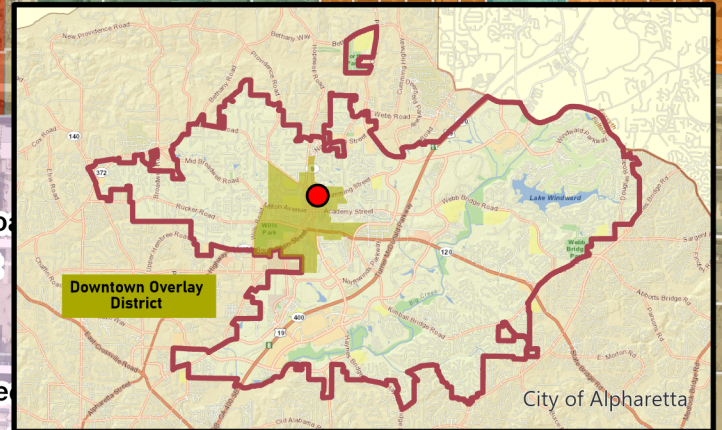
PH-22-13

Tax Parcels

Land Lots

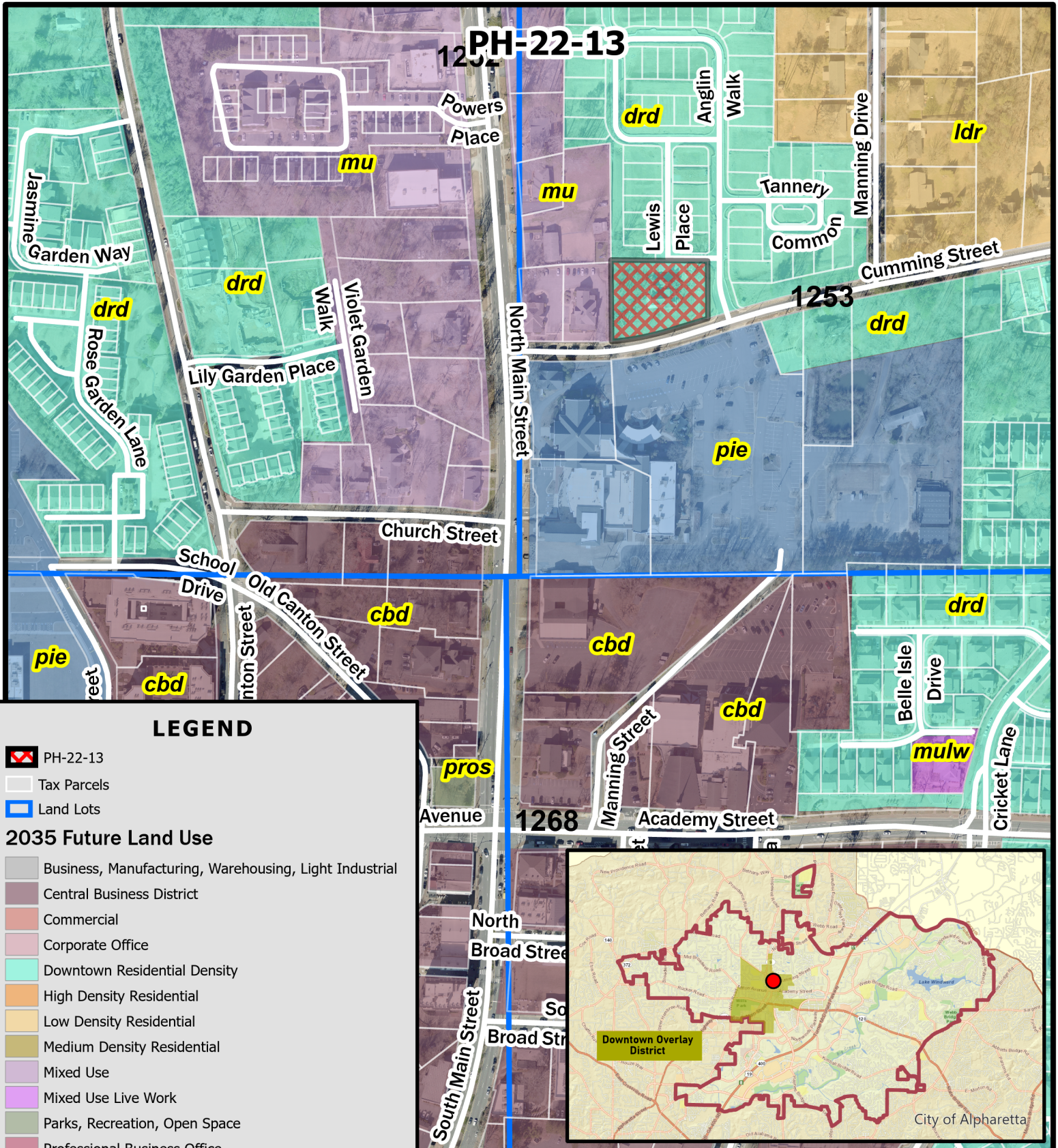
Zoning Districts

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



Zoning Map Lewis Manning House 40 Cumming Street

PH-22-13
D/LL: 1/2/1253
CC: 9/6/22



PH-22-13
 Tax Parcels
 Land Lots

2035 Future Land Use

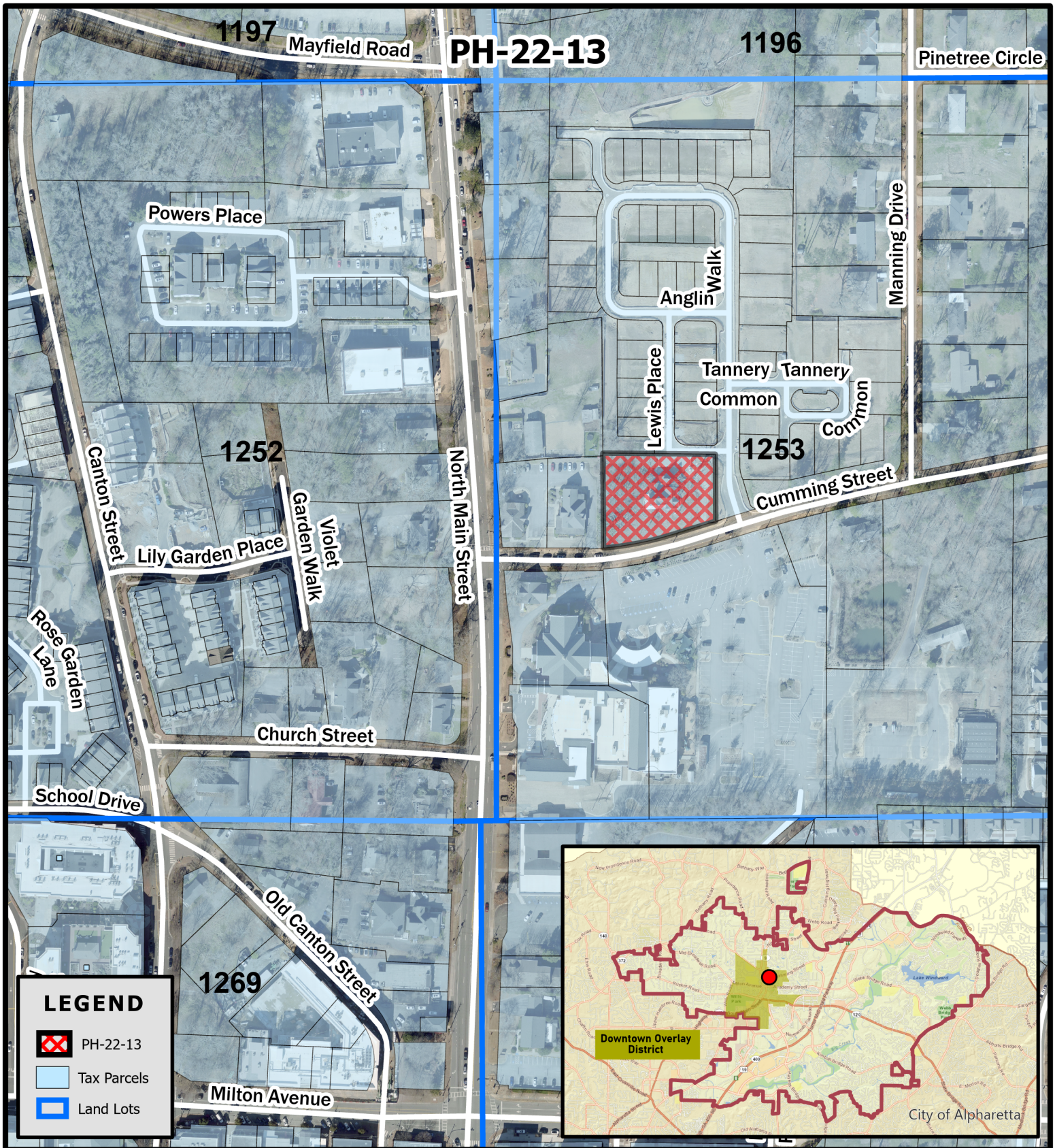
- Business, Manufacturing, Warehousing, Light Industrial
- Central Business District
- Commercial
- Corporate Office
- Downtown Residential Density
- High Density Residential
- Low Density Residential
- Medium Density Residential
- Mixed Use
- Mixed Use Live Work
- Parks, Recreation, Open Space
- Professional Business Office
- Public, Institutional, Education
- Residential Estate
- Very Low Density Residential



Future Land Use Map
 Lewis Manning House
 40 Cumming Street

PH-22-13
 D/LL: 1/2/1253
 CC: 9/6/22

Location Map Provided by:
 Community Development - GIS



Location Map **Lewis Manning House** **40 Cumming Street**

PH-22-13
D/LL: 1/2/1253
CC: 9/6/22

Location Map Provided by:
Community Development - GIS

LANDSCAPE AND SITE CALCULATIONS:

SITE DENSITY

OVERALL SITE AREA= 0.75 AC

SDF = 0.75 X 130 = 97.5Req.

221 INCHES Preserved

RDF = 0 INCHES REQUIRED (XX INCHES PROPOSED, COMPLIES)

BOUNDARY TREES:

#1257, 35" WATER OAK – TO BE PRESERVED; BOUNDARY TREE AGREEMENT REQUIRED DUE TO CRZ impact

#1258, 28" WATER OAK – TO BE PRESERVED with 15% impact

RECOMPENSE for: #1261, 28" X 3 = 84"

#1259, 26" WALNUT = 26"

110" REQUIRED

116" NEW TREES PROVIDED

TOTAL 3 GALLON PLANTS SHOWN ON THIS PLAN

280 / 27 = 10 X 4"= 40" (EQUIVALENT)

HERITAGE TREES AND SHRUBS – NATIVE TREES AND SHRUBS ARE THE MAJORITY OF PLANTS UTILIZED FOR THE MANNING HOUSE. GENERALLY 'NATIVE' PLANTS, BY DEFAULT ARE HERITAGE PLANTS DUE TO THEIR HISTORIC AVAILABILITY AND UTILIZATION. OTHER COMMONLY UTILIZED HERITAGE PLANTS MAY NOT BE NATIVE BUT WERE COMMONLY USED SUCH AS BOXWOOD.

03 SUGAR MAPLE – ACER saccharum
4" CAL. 10'-12' Ht. (12")

07 EASTERN REDBUD – Cercis canadensis
3" CAL.(21")

04 SHUMARD OAK – QUERCUS shumardii
5" CAL. 10'-12' Ht.(20")

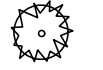
04 BLACK GUM – Nyssa sylvatica
5" CAL. (20")

07 FLOWERING DOGWOOD – Cornus florida
3" cal. 6'-8' Ht (21")

07 YAUPON – Ilex vomitoria
2" CAL. MIN. 6'-8' HT. (14")

02 AMERICAN SYCAMORE
Platanus occidentalis 4" cal. (8")

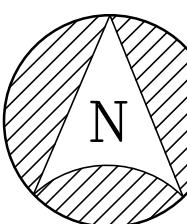
HERITAGE SHRUB SCHEDULE

	--	AM. BOXWOOD	Buxus sempervirens	30"X30"
	--	DWARF AM. BOX	Buxus semp. nana	3 GAL.
	--	INKBERRY HOLLY	Ilex glabra	3 GAL.
	--	HEIRLOOM ROSE	Rosa 'Carefree Wonder'	3 GAL.
	--	Bush/Fence		
	--	PIEDMONT AZALEA	Rhododendron canescens	3 GAL.
	--	FLAME AZALEA	Rhododendron calendulaceum	3 GAL.
	--	ROSEBAY RHODO.	Rhododendron maximum	3 GAL.
	--	DOUBLE. VIBURNUM	Viburnum placatum	3 GAL.
	--	DWF.OAKLEAF HYD.	Hydrangea quercifolia	3 GAL.
	--	JAPANESE CAMELIA	Camelia japonica on trillis	3 gal
	--	MT.LAUREL	Kalmia latifolia	3 GAL.
	--	WITCHHAZEL	Hamamelis virginiana	3 GAL.
	--	VITEX	Vitex agnus-castus	3 GAL.
	--	WINTERBERRY	Ilex verticillata	3 GAL.
	--	BEAUTYBERRY	Callicarpa americana	3 GAL.
	--	SWEETSHRUB	Calycanthus flordus	3 GAL.
	--	ROSE CR. ABELIA	ABELIA x grand. 'Rose Creek'	3 GAL.
	--	BLUEBERRY	Vaccinium	3 GAL.

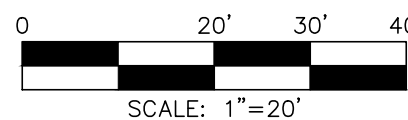
TOTAL 3 GALLON PLANTS SHOWN ON THIS PLAN =280 / 27 = 10 X 4"= 40" (EQUIVALENT)

- All work within the CRZs of the specimen trees to remain on or off site shall be under the supervision of an ISA Certified Arborist. this includes demolition as well as construction.
- The construction of the auto court and other areas within the CRZ of tree 1257 shall be completed with minimal impacts to the tree and include pervious pavers and an aeration system on grade as approved by the City Arborist.
- A boundary tree notification shall be required to be sent to Taylor Morrison and proof of receipt shall be provided to the city for the work within the CRZ of tree 1257.

NORTH:



SCALE:



REVISIONS:

DATE #

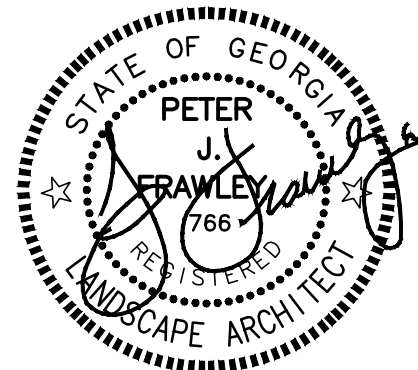
8-17-22

8-18-22

8-22-22



IT IS THE CLIENT OR CONTRACTOR'S RESPONSIBILITY TO CONTACT UTILITY COMPANIES PRIOR TO ANY CONSTRUCTION AS THE LOCATION OF UTILITIES SHOWN ON THIS PLAT ARE APPROXIMATE AND POSSIBLY INCOMPLETE. THEREFORE CERTIFICATION TO THE LOCATION OF ALL UNDERGROUND UTILITIES ARE WITHHELD.



FRAWLEY
ASSOCIATES, LLC.
LANDSCAPE ARCHITECTS
675 SEMINOLE AVE (SUITE 101)
ATLANTA, GA 30307 (404) 874-5091

CADY RESIDENCE
40 CUMMING STREET
ALPHARETTA, GEORGIA

TREE REPLACEMENT
& LANDSCAPE PLAN

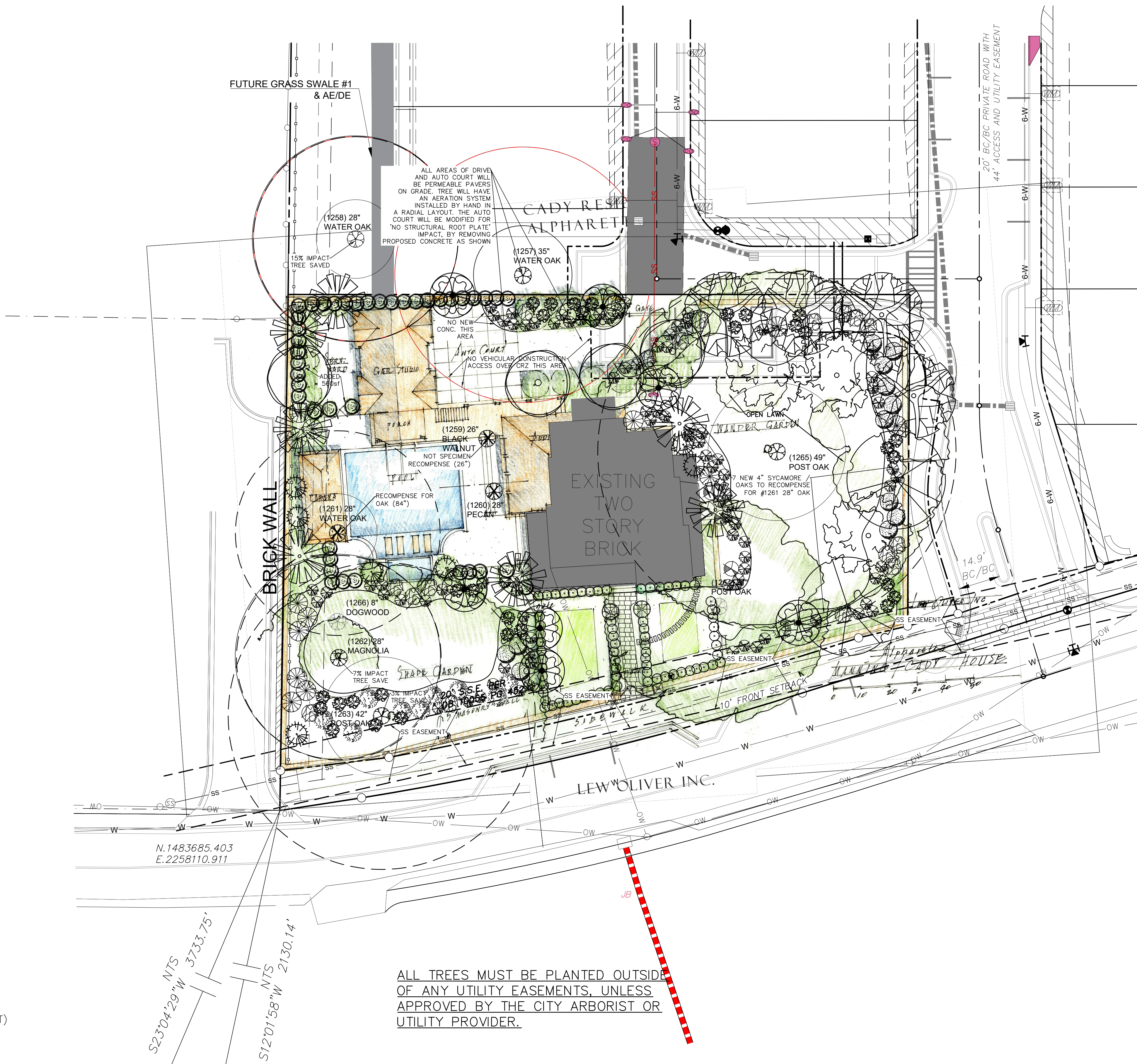
SCALE: AS SHOWN

DATE: 08/06/2022

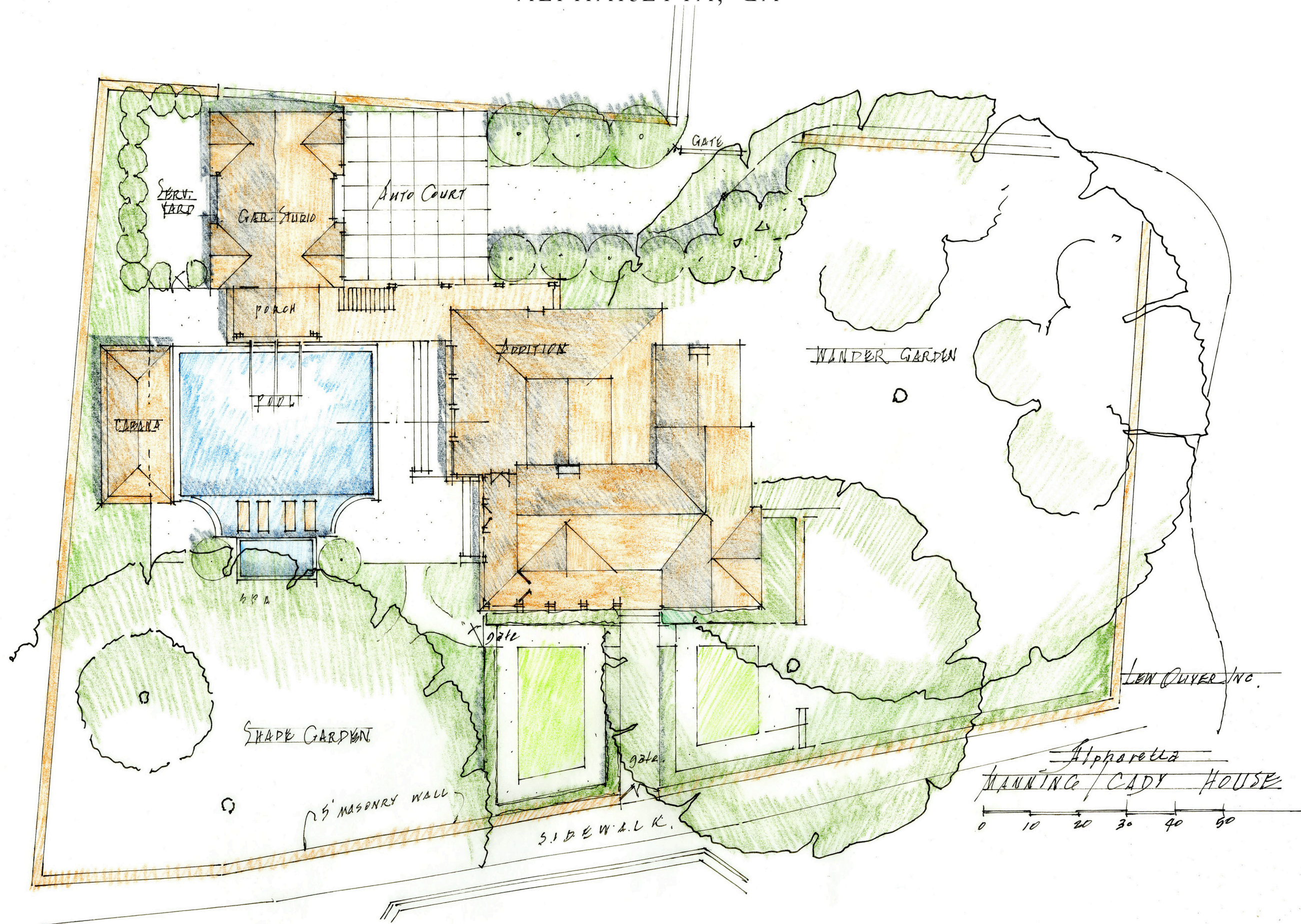
PROJECT: FA-21086

SHEET

L-CONCEPT



CADY RESIDENCE
ALPHARETTA, GA



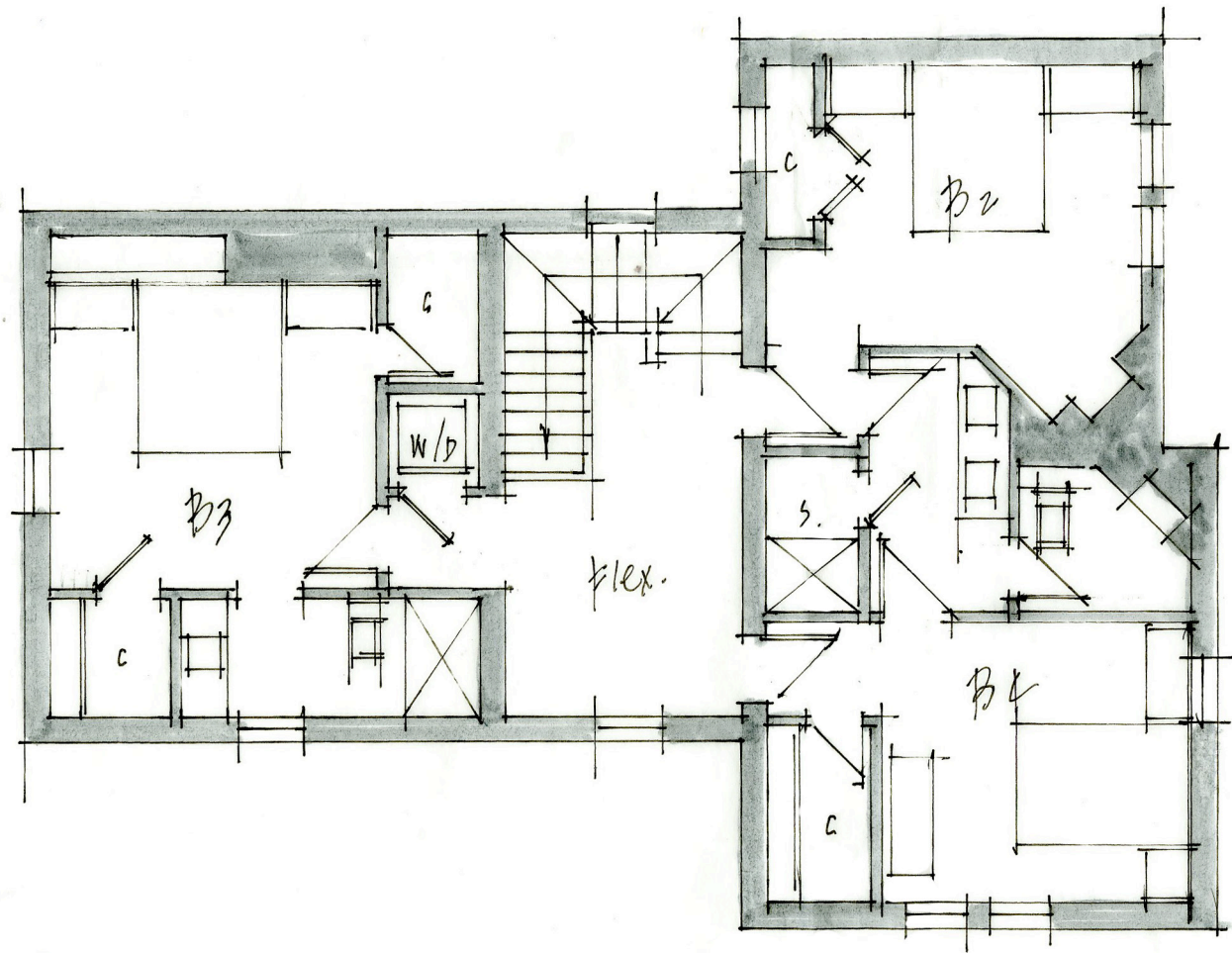
A hand-drawn architectural floor plan of a house, oriented with the front porch at the bottom. The plan includes the following rooms and features:

- Front Porch:** Located at the bottom center, labeled "PORCH".
- Screened Porch:** Located on the left side, labeled "SCREEN PORCH".
- Family Room:** Located in the lower center, labeled "FAMILY 18' x 22'".
- Kitchen:** Located in the center, labeled "KITCHEN 10' x 10'". It includes a "DW" (dishwasher) and a "REF" (refrigerator).
- Pantry:** Located in the upper left, labeled "PANTRY".
- Breakfast Room:** Located in the upper left, labeled "BREAKFAST 9' x 12'". It includes a "R" (table) and "SHOES" storage.
- Living Room:** Located in the center, labeled "L.V." (Living Room).
- Dining Room:** Located in the center, labeled "DINING 15' x 22'". It includes a "BAR" (bar) and a "DINING" table.
- Bedroom:** Located in the upper right, labeled "BEDROOM 14' x 10'".
- Bedroom:** Located in the lower right, labeled "BEDROOM 14' x 10'".
- Library:** Located in the lower right, labeled "LIBRARY 13' x 10'".
- Cl Closet:** Located in the lower right, labeled "CL CLOSET 17' x 10'".
- Bath:** Located in the upper right, labeled "BATH".
- Powder Room:** Located in the center, labeled "POWDER".
- Shower:** Located in the center, labeled "SHOWER".
- Staircase:** Located in the center, labeled "UP" and "DOWN".
- Central Command:** Located in the center, labeled "COMMAND CENTRAL".
- Front Door:** Located at the bottom center, labeled "1".

The plan also shows various architectural details such as windows, doors, and furniture placement. The overall layout is a rectangular house with a central living area and a rear bedroom/bath area.

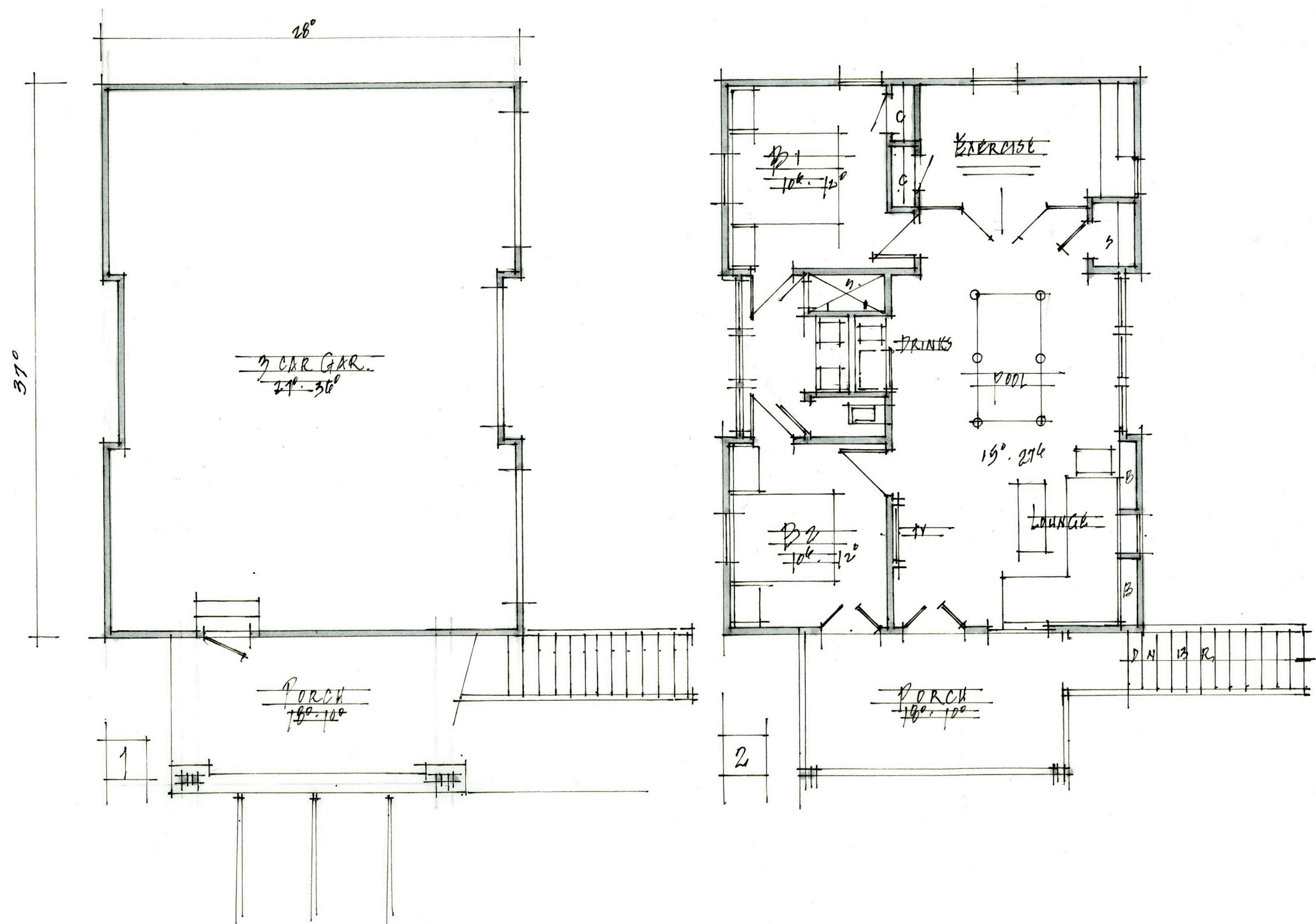
LEW OLIVER INC.

CADY RESIDENCE
ALPHARETTA, GA



2

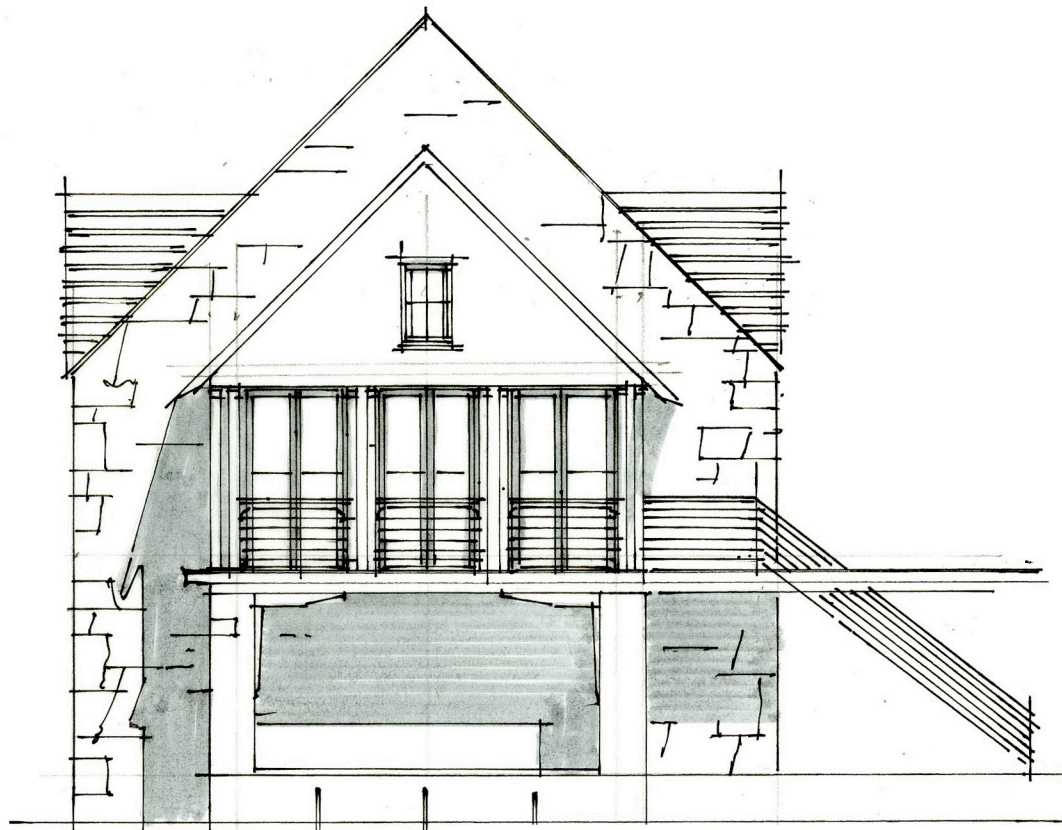
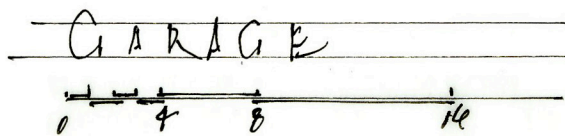
CADY RESIDENCE
ALPHARETTA, GA



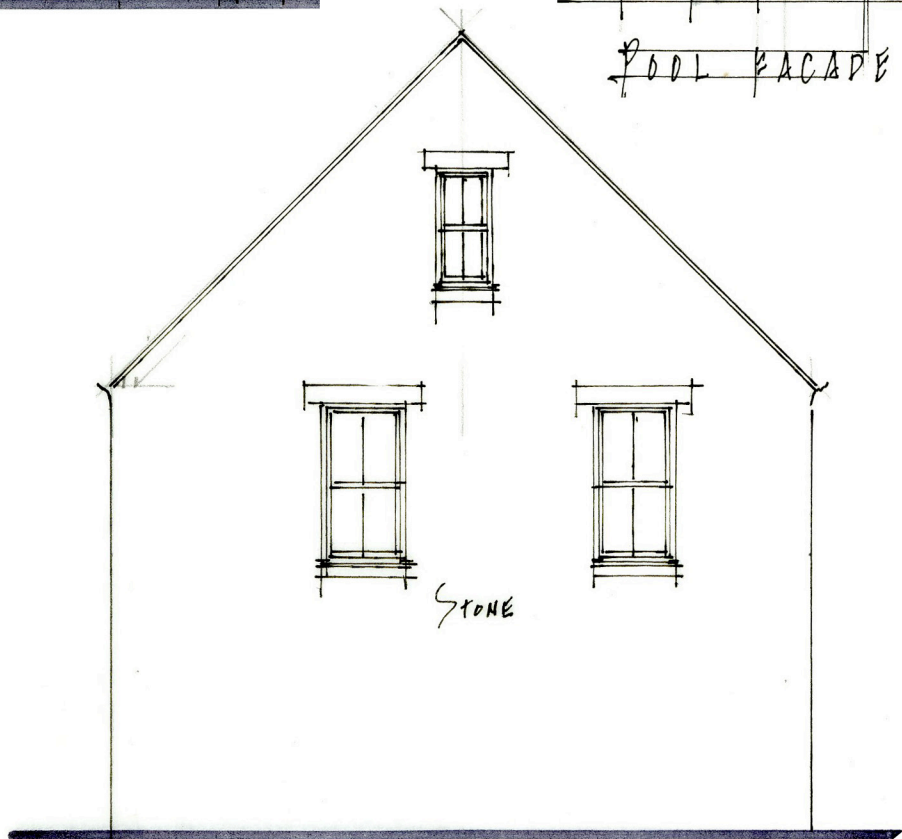
CADY RESIDENCE
ALPHARETTA, GA



GARAGE FRONT

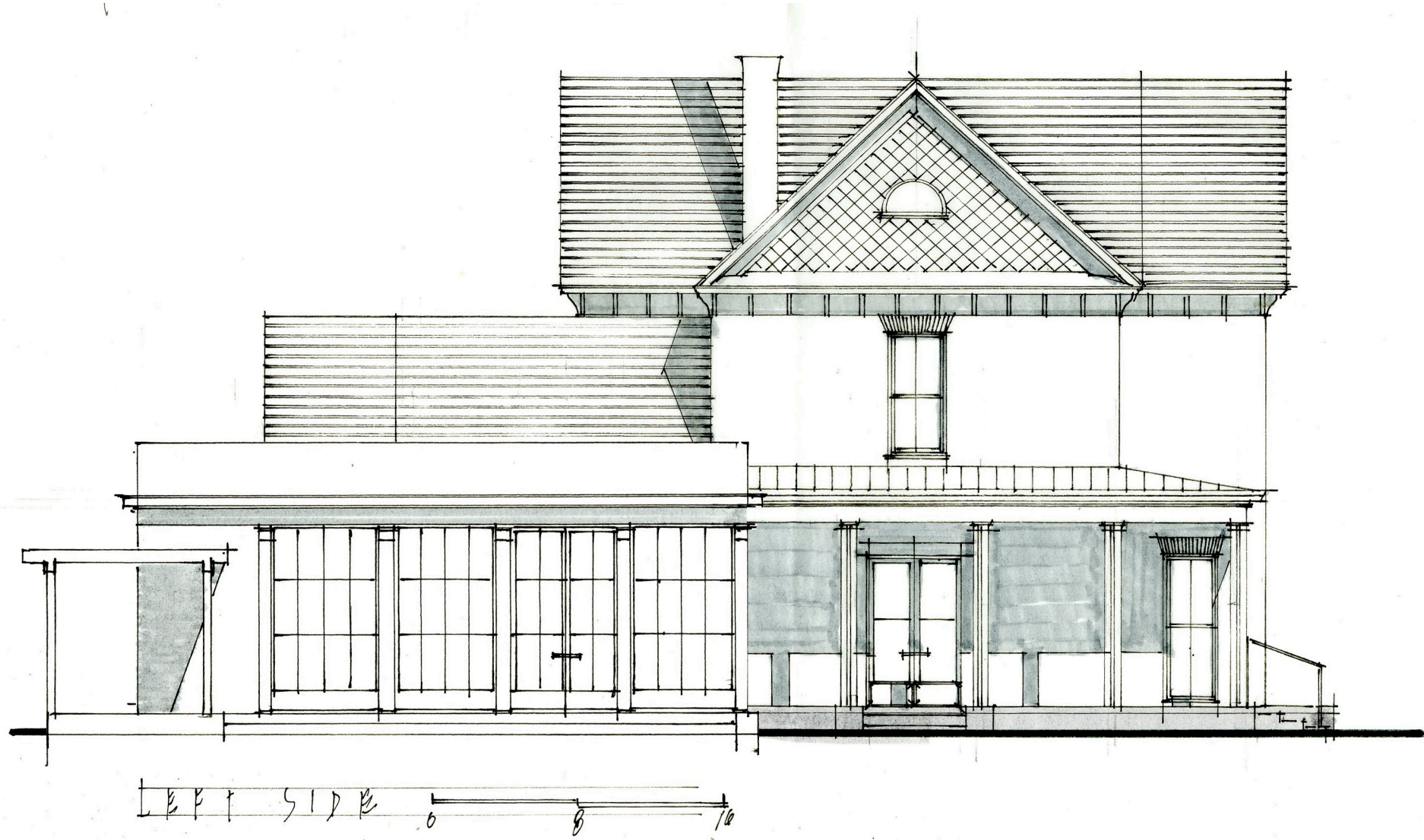


POOL FACADE



RIGHT SIDE

CADY RESIDENCE
ALPHARETTA, GA



Community Zoning Information Meeting (CZIM)

August 10, 2022

Please sign-in and leave your comments and/or concerns.

PH-22-13 / Lewis Manning House/40 Cumming Street

NAME	ADDRESS	COMMENTS
Jennifer Lambach	Broadwell Oaks Dr.	I want a tour!

CITIZEN PARTICIPATION FORM - PART B

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

Public Hearing or Project Name: JOSH CADY STEPHANIE CADY

Contact Name: JOSHCADY Telephone: 770 714 2058

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

ONCE VERBAL PHONE CALL INQUIRING ABOUT THE PROJECT AND
ONCE I EXPLAINED WE WOULD BE REMOVING TREES AND
ADDING MORE, THE CALLER WAS SATISFIED

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

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

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

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

Signature of Authorized Agent: _____

Date: 09/14/22

Print Form

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY

Case #: PH-22-13

PH #:

☐ Property Taxes & Code Violations Verified

☐ Fee Paid Initial:

COMMUNITY DEVELOPMENT DEPARTMENT

2 PARK PLAZA

ALPHARETTA, GA 30009

1. This page should be the first page in each of your completed application packets.
2. It is preferred that all responses be typed. Illegible applications will not be accepted.
3. Prior to signing and submitting your application, please check all information supplied on the following pages to ensure that all responses are complete and accurate. Incomplete applications will not be accepted.
4. Payment of all applicable fees must be made at the time of application. Payment may be made via cash, credit card (American Express, Master Card or Visa), or check made payable to "City of Alpharetta." Please note that a 3% convenience fee will be added to all credit card transactions.
5. Applications will be accepted on the designated submittal dates between the hours of 8:30 AM and 3:30 PM.
6. If you have any questions regarding this form, please contact the Community Development Department by calling 678-297-6070.

Contact Information:

Contact Name: Josh Cady

Telephone: [REDACTED]

Address: [REDACTED]

Suite: _____

City: Alpharetta

State: GA

Zip: 30009

Fax: _____

Mobile Tel: [REDACTED]

Email: [REDACTED]

Subject Property Information:

Address: 40 Cumming Street, Alpharetta, GA 30009 Current Zoning: _____

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

Proposed Zoning: _____ Current Use: _____

This Application For (Check All That Apply):

☐ Conditional Use

☐ Rezoning

☐ Variance

☐ Exception

☐ Master Plan Amendment

☐ Comprehensive Plan Amendment

☐ Master Plan Review

☐ Public Hearing

☒ Other (Specify): Change of Conditions

APPLICANT REQUEST AND INTENT

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

Residential property

Applicant's Request (Please itemize the proposal):

We changed our architect to Lew Oliver and he has worked to enhance the design that was approved by city council. Lew is working to showcase our home to be true to the era with strong Victorian style. This includes gardens, shrubs, and better placement of the garage & pool. By placing them differently will not take away from the originality of the home. Our goal is to preserve it. This caused an impact for a couple of

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

Better placement of the garage and pool/patio with the home design.

trees that need to be removed, but by doing this will help keep the home true to the era.

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Josh Cady Telephone: [REDACTED]
Address: 40 Cumming Street Suite: _____
City: Alpharetta State: GA Zip: 30009

Authorization:

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

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

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

Property Owner's Authorized Applicant (if applicable):

Name of Authorized Applicant: Josh Cady Telephone: _____
Address: _____ Suite: _____
City: _____ State: _____ Zip: _____

So Sworn and Attested:

Owner Signature: [Signature] Date: July 30 2022

Notary:

Notary Signature: [Signature] Date: 7/30/22

Nicole Bennett
NOTARY PUBLIC
DeKalb County, GEORGIA
My Commission Expires 11/05/2025

DISCLOSURE FORM

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

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

Name of Applicant or Opponent: Josh Cady

Subject Public Hearing Case: _____

Campaign Contribution Information:

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

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

Name of Official: _____ Position: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

I do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Disclosure Form is true and accurate and that I have disclosed herein any and all campaign contributions made to an Official of the City of Alpharetta, Georgia in accordance with O.C.G.A. 36-67 A-3.

Signature: _____

Date: July 2022

CITIZEN PARTICIPATION FORM - PART A

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

Public Hearing or Project Name:

40 Cumming Street, Alpharetta, GA 3000

Contact Name:

Josh Cady

Telephone:

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

see attached list

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



Letter



Personal Visits



Telephone



Group Meeting



Email



Other (Please Specify)

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

EQUITY TRUST COMPANY CUSTODIAN
FBO & OF DANIEL M FRIES IRA
1 EQUITY WAY
WESTLAKE OH 44145-1050

PROPERTIES OF DUFFY LLC
10 CUMMING ST
ALPHARETTA GA 30004

GEISEL PAMELA A
1000 POWERS PL
ALPHARETTA GA 30004

MC MANES A SPENCER JR
1015 POWERS PL
ALPHARETTA GA 30004

SBLD PROPERTIES LLC
1030 POWERS PL
ALPHARETTA GA 30004

BERMIC RPROPERTIES LLC
1040 POWERS PL
ALPHARETTA GA 30009

MERIDIAN GROUP INC THE
1050 POWERS PL
ALPHARETTA GA 30004

100 NORTH MAIN ST ALPHARETTA
LLC
1055 POWERS PL STE B
ALPHARETTA GA 30009

EHORSE L L C
1070 POWERS PL
ALPHARETTA GA 30004

RM BILOXI LLC
1075 POWERS PL STE B
ALPHARETTA GA 30009

SCHAEFFER JAMES T
109 CUMMING ST
ALPHARETTA GA 30004-1611

BOBE & SNELL LLC
1095 POWERS PL
ALPHARETTA GA 30009

SCOTT BRIAN & SCOTT SARAH
110 CRICKET LN
ALPHARETTA GA 30009

BLUE DEVIL ASSOCIATES L L C
1100 POWERS PL
ALPHARETTA GA 30004

ERIC S CHOFNAS PC
1100 POWERS PL
ALPHARETTA GA 30004

MAIN STREET COMMONS OFFICE PARK
OWNERS ASSOCIATION INC
1102 ABBEY CT
ALPHARETTA GA 30004

SOLLEY ROBERT A
1105 POWERS PL
ALPHARETTA GA 30004

BRADLEY HEWETT HOMES LLC
111 HOLLYTRACE LN
BALL GROUND GA 30107

AB REAL ESTATE INVESTMENTS LLC
1110 POWERS PL
ALPHARETTA GA 30004

ROBERTSON SHERYL S
1120 POWERS PL
ALPHARETTA GA 30009-8359

LORVEN PROPERTIES LLC
1125 GOLDENROD LANE
SUWANEE GA 30024

TPG HOMES FS L L C
11340 LAKEFIELD DR STE 250
DULUTH GA 30097

HARMAN DEMPSEY PROPERTIES
LLC
1145 POWERS PL
ALPHARETTA GA 30009-8358

D AURIA DIANE
115 LILY GARDEN PL
ALPHARETTA GA 30009

KIM KON & SOON JA
1160 ALPHARETTA ST
ROSWELL GA 30075

BROWN MONDI PROPERTIES INC
11675 CENTURY DR STE D
ALPHARETTA GA 30009

SIMMONS NICHOLAS A & MELINDA
117 LILY GARDEN PL
ALPHARETTA GA 30009

KUELBS JAMES & JUDITH
119 LILY GARDEN PL
ALPHARETTA GA 30009

SHEARER MEREDITH
120 CRICKET LANE
ALPHARETTA GA 30009

JOHNSON JOHN RANDAL & JUDITH P
120 CUMMING ST
ALPHARETTA GA 30009

KBL INVESTMENTS LLC
1203 MACY DR
ROSWELL GA 30076

LAMONTE DAVID & REGINA
121 LILY GARDEN PL
ALPHARETTA GA 30009

GRONHOLM SCOTT
12200 KING CIR
ROSWELL GA 30075

CARRUTHERS RICHARD A SR &
CARRUTHERS MARTHA PATTEE
124 LILY GARDEN PL
ALPHARETTA GA 30009

CONNELL MICHAEL A & JOHNNA C
12460 CRABAPPLE RD STE 202-647
ALPHARETTA GA 30004

COLLINS MARINE GROUP LLC
125 COOPER SANDY LANE
MILTON GA 30004

BUNCH DEREK
1255 RIVERSIDE RD
ROSWELL GA 30076

HAWKINS HOLMES J III & TRACEY
126 LILY GARDEN PL
ALPHARETTA GA 30009

ROBERTS ROY C
126 NORTH MAIN ST
ALPHARETTA GA 30009

BARDELL MICHAEL JAY & BARDELL
KATHLEEN FIELD
130 CRICKET LN
ALPHARETTA GA 30009

O DONNELL ROBERT J & CHERYL C
134 N MAIN ST
ALPHARETTA GA 30004-1623

LAGUNITA LLC
135 MANNING DR
ALPHARETTA GA 30009

61 OLD CANTON LLC
14195 HOPEWELL RD
ALPHARETTA GA 30004

MENTO CRAIG JAMES II & KINAST
MENTO JENNIFER
145 MANNING DR
ALPHARETTA GA 30009

LIGHT INVESTMENTS LLC
145 N MAIN ST
ALPHARETTA GA 30009

MARCELO SALVATIERRA & CINTRON
ANNE M
146 WEYHILL CT
ALPHARETTA GA 30009

BISHOP RICHARD DANA & BISHOP
LEIGH ANN
150 CRICKET LN
ALPHARETTA GA 30009-3837

BRANNON ROBERT A & FLYNN
MICHAEL
15144 TAYLOR RD
ALPHARETTA GA 30004

CADY JOSH & KELLY STEPHANIE
160 CRICKET LN
ALPHARETTA GA 30009

TUDOR WAYMOND B & PATRICIA J
160 MANNING DR
ALPHARETTA GA 30004-1617

VOSS CHRISTINE
170 CRICKET LN
ALPHARETTA GA 30009

FREELAND JONATHAN
170 MANNING DR
ALPHARETTA GA 30009

STOVALL LINDA STRICKLAND
175 MANNING DR
ALPHARETTA GA 30004

AUTRAN BRIGITTE & CUNNINGHAM
IAN T
175 PINETREE CIR
ALPHARETTA GA 30009

BROWN & MONDI PROPERTIES INC
18 CUMMING ST
ALPHARETTA GA 30009

REDDINGTON THOMAS J
180 CRICKET LN
ALPHARETTA GA 30009

WILLIAMS HERMAN T & SANDRA P
180 MANNING DR
ALPHARETTA GA 30004-1617

BLANKENSHIP LINDA S
183 PINETREE CIR
ALPHARETTA GA 30004-1626

EISENACH JOHN & EISENACH
CAROL L
185 MANNING DR
ALPHARETTA GA 30009

VICKERY DANIEL G
190 CRICKET LN
ALPHARETTA GA 30009

FARR MARY
192 MANNING DR
ALPHARETTA GA 30009

MC GANNON TIMOTHY MICHAEL &
SYLVIA
200 CRICKET LN
ALPHARETTA GA 30009

AR INVESTMENTS LLC
200 VIOLET GARDEN WALK
ALPHARETTA GA 30009

GIAQUINTO RICHARD M & MABELINE
202 VIOLET GARDEN WALK
ALPHARETTA GA 30005

RICHEY BRIAN & MOLLY
204 VIOLET GARDEN WALK
ALPHARETTA GA 30009

OBEROI MADANJIT OBEROI MADHU
205 W SMOKETREE TER
ALPHARETTA GA 30005

OBEROI MADANJIT & MADHU
205 WEST SMOKETREE TER
ALPHARETTA GA 30005

ROWLES DOUGLAS M
206 VIOLET GARDEN WALK
ALPHARETTA GA 30009

BRACKEN LAWRENCE J II & TRACY C
208 VIOLET GARDEN WALK
ALPHARETTA GA 30009

MARTIN DAVID WARD III
210 CRICKET LN
ALPHARETTA GA 30009

KEMPEN ANDREW PAUL &
DECOUTO SOPHIA
220 CRICKET LN
ALPHARETTA GA 30009

TURNER DAVID ET AL
222 MANNING DR
ALPHARETTA GA 30004-1619

NATURES VERANDA LLC
225 OAKMERE DR
ALPHARETTA GA 30009

BEANIES PROP LLC
231 VAUGHAN DR
ALPHARETTA GA 30009

TWENTY NORTH MAIN LLC
233 CANTON ST
ALPHARETTA GA 30004

THOMAS KRIS
234 BRAEDEN WAY
ALPHARETTA GA 30009

LUNSFORD SARA H
245 CHINABERRY DR
ROSWELL GA 30076

SNH AL GEORGIA LLC
255 WASHINGTON ST
NEWTON MA 02458

VAUGHAN JANET T
262 CRICKET LN
ALPHARETTA GA 30009-3661

JORDAN D WESLEY
2711 CANOPY CIR
ALPHARETTA GA 30009

GRBK STRINGER LLC
2805 NORTH DALLAS PKWY STE 400
PLANO TX 75093

JOBETH PROPERTIES LLC
305 ANNA MARIA BLVD
CLEMSON SC 29631-2183

YOUTH MINISTRY RESOURCES INC
31 CHURCH ST
ALPHARETTA GA 30009

APPEN RAYMOND C & CHRISTINA B
316 LYNNE CIR
ALPHARETTA GA 30004

BARDOWELL LLOYD S & KARINA J
3180 MATHIESON DR NE 1504
ATLANTA GA 30305

DELSON STORES INC
3270 COCHISE DR
ATLANTA GA 30339

28 NORTH MAIN STREET LLC
3270 COCHISE DR SE
ATLANTA GA 30339-4319

RAWPRENEUER LLC
335 CREEK PT
ALPHARETTA GA 30004

HYPERCHATTER LLC
35 OLD CANTON ST
ALPHARETTA GA 30009

TROTTER HOLDINGS INC
37 CHURCH ST
ALPHARETTA GA 30004

FIRST BAPTIST CHURCH OF ALPHARETTA
INC
42 ACADEMY ST
ALPHARETTA GA 30009-3702

130 CUMMING LLC
43 WOODSTOCK RD
ALPHARETTA GA 30009-3612

CHURCH STREET COMMERCIAL PROP
LLC
435 ST REGIS DR
ALPHARETTA GA 30022

ALPHARETTA CHRISTIAN ACADEMY
44 ACADEMY ST
ALPHARETTA GA 30004

FIRST BAPTIST CHURCH OF
ALPHARETTA INC
44 ACADEMY ST
ALPHARETTA GA 30004

MANNING ON THE SQUARE
COMMUNITY ASSN INC
4400 NORTH POINT PKWY STE 295
ALPHARETTA GA 30022

KLAM INC
4465 PINEHOLLOW CT
ALPHARETTA GA 30022

MARKSTIN LLC & RLR PROPERTIES
INC
488 KIMBERLY AVE
ASHEVILLE NC 28804

GENERAL CONVENIENCE STORE LLC
501 N CENTRAL AVE
ATLANTA GA 30354

BDS REVOCABLE TRUST THE
51 CHURCH ST
ALPHARETTA GA 30009

ZIMMERMAN JONATHAN S &
BROCK ZIMMERMAN MARY
PROSSER
53 CHURCH ST UNIT 10
ALPHARETTA GA 30009

BUTTS ROBERT R
5360 FRANKLIN GOLDMINE RD
CUMMING GA 30028

BREEN JAMES J & LEILA RUTH
55 CHURCH ST
ALPHARETTA GA 30009

AVON MICHAEL V & DENISE
57 CHURCH ST
ALPHARETTA GA 30009

SRISAI REALTY LLC
5755 N POINT PKWY STE 85
ALPHARETTA GA 30022

MC CLARD MICHELLE STUDLEY
59 CHURCH ST
ALPHARETTA GA 30009

WEST MAIN I LLC
6400 LILY GARDEN PL
ATLANTA GA 30339

WEST MAIN I LLC
6400 POWERS FERRY RD STE 350
ATLANTA GA 30339

TAYLOR MORRISON OF GEORGIA LLC
6845 SHILOH RD E STE D3
ALPHARETTA GA 30005

ALPHARETTA FIRST UNITED
METHODIST CHURCH INC
69 N MAIN ST
ALPHARETTA GA 30009

TROTTER HOLDINGS INC
690 E MAIN ST
CANTON GA 30114

HORNYAK JOLIE
705 BELLE ISLE DR
ALPHARETTA GA 30009

KARABIN SCOTT & DODDS WENDY
707 BELLE ISLE DR
ALPHARETTA GA 30009

REDMOND JOHN A & REDMOND
KATHLEEN M
710 BELLE ISLE DR
ALPHARETTA GA 30009

PELLISSIER CHARLES M & DENISE T
715 BELLE ISLE DR
ALPHARETTA GA 30009

LEITNER STEPHEN & JEAN
717 BELLE ISLE DR
ALPHARETTA GA 30009

MURRAY BRIAN H & PATRICIA G
720 BELLE ISLE DR
ALPHARETTA GA 30009

PINEDA GEORGE HERNAN & PINEDA
SHARON E
722 BELLE ISLE DR
ALPHARETTA GA 30009

KALIBAN TIMOTHY D & ANGELA K
725 BELLE ISLE DR
ALPHARETTA GA 30009

MARBER JARED R & MARBER JILL
727 BELLE ISLE DR
ALPHARETTA GA 30009

SADLER MICHELLE R & JAMES R
735 BELLE ISLE DR
ALPHARETTA GA 30009

ELLIOT RICHARD A & SHANA G
737 BELLE ISLE DR
ALPHARETTA GA 30009

MCCORMICK ROBERT L & SUSAN P
740 MALLORY MANOR CT
ALPHARETTA GA 30022

CASS ELENA
745 BELLE ISLE DR
ALPHARETTA GA 30009

SCHULTZ ANDREW E & JENNY
747 BELLE ISLE DR
DULUTH GA 30097

CALLAHAM CINDY & KENNETH
755 BELLE ISLE DR
ALPHARETTA GA 30009

SLONE HOWARD A & JILL
757 BELLE ISLE DR
ALPHARETTA GA 30009

COLE DAVID A
765 BELLE ISLE DR
ALPHARETTA GA 30009

NEWSOME BYRON T & MICHELLE M
775 BELLE ISLE DR
ALPHARETTA GA 30009

ELLIS DAVID BRENT & PAMELA LYNNE
785 BELLE ISLE DR
ALPHARETTA GA 30009

JOHNSEN CHRISTIAAN HENDRIK
787 BELLE ISLE DR
ALPHARETTA GA 30009

HI RIVER PROPERTIES LLC
7917 SONATA BAY POINT
LAKE WORTH FL 33467-7067

WAGNER CHARLES KILLAN & KRISTA
GREENIE
795 BELLE ISLE DR
ALPHARETTA GA 30009

LABODA STEVEN M & ABBE C H
797 BELLE ISLE DR
ALPHARETTA GA 30009

HEARTHSTONE PROPERTY
MANAGEMENT LLC
810 COOPER SANDY CV
ALPHARETTA GA 30004

GUSALOV SERGEY E & GUSALOVA ANNA
M
821 PINEBROOK CT
ALPHARETTA GA 30009

PHILLIPS ALPHARETTA LLC
830 KENNESAW AVE NW
MARIETTA GA 30060

HERSHORAN JUSTIN M
831 PINEBROOK CT
ALPHARETTA GA 30004

DLUGOZIMA SANDY H JR
8565 COLONY CLUB DR
ALPHARETTA GA 30022

TYLER M VASSAR & KATHLEEN T
VASSAR 1999 LIVING TRUST THE
89 CANTON ST UNIT 6
ALPHARETTA GA 30009

SIMS BRIAN P & LINDSAY
91 CANTON ST
ALPHARETTA GA 30009

CANTON STREET FD DEVELOPMENT
PARTNERS LLC
91 W WIEUCA RD BLDG/STE A2000
ATLANTA GA 30342

BECHER MICHELLE
93 CANTON ST
ALPHARETTA GA 30009

ASHER RABUN LEIGH & RABUN LEE W
III
95 CANTON ST
ALPHARETTA GA 30009

LEE ANGELA D
959 BRIDGEGATE DR
MARIETTA GA 30066

HAMMERMASTER GREG R &
JOANNE
97 CANTON ST
ALPHARETTA GA 30009

PHILLIPS RICHARD MARK & NATALIE
99 CANTON ST
ALPHARETTA GA 30009

ROBERTS JAMES M ET AL
P O BOX 535
HOLLY SPRINGS GA 30142

212 MANNING DRIVE LLC
P O BOX 2033
ALPHARETTA GA 30023-2033

260 WAVETREE DRIVE LLC
P O BOX 2033
ALPHARETTA GA 30023

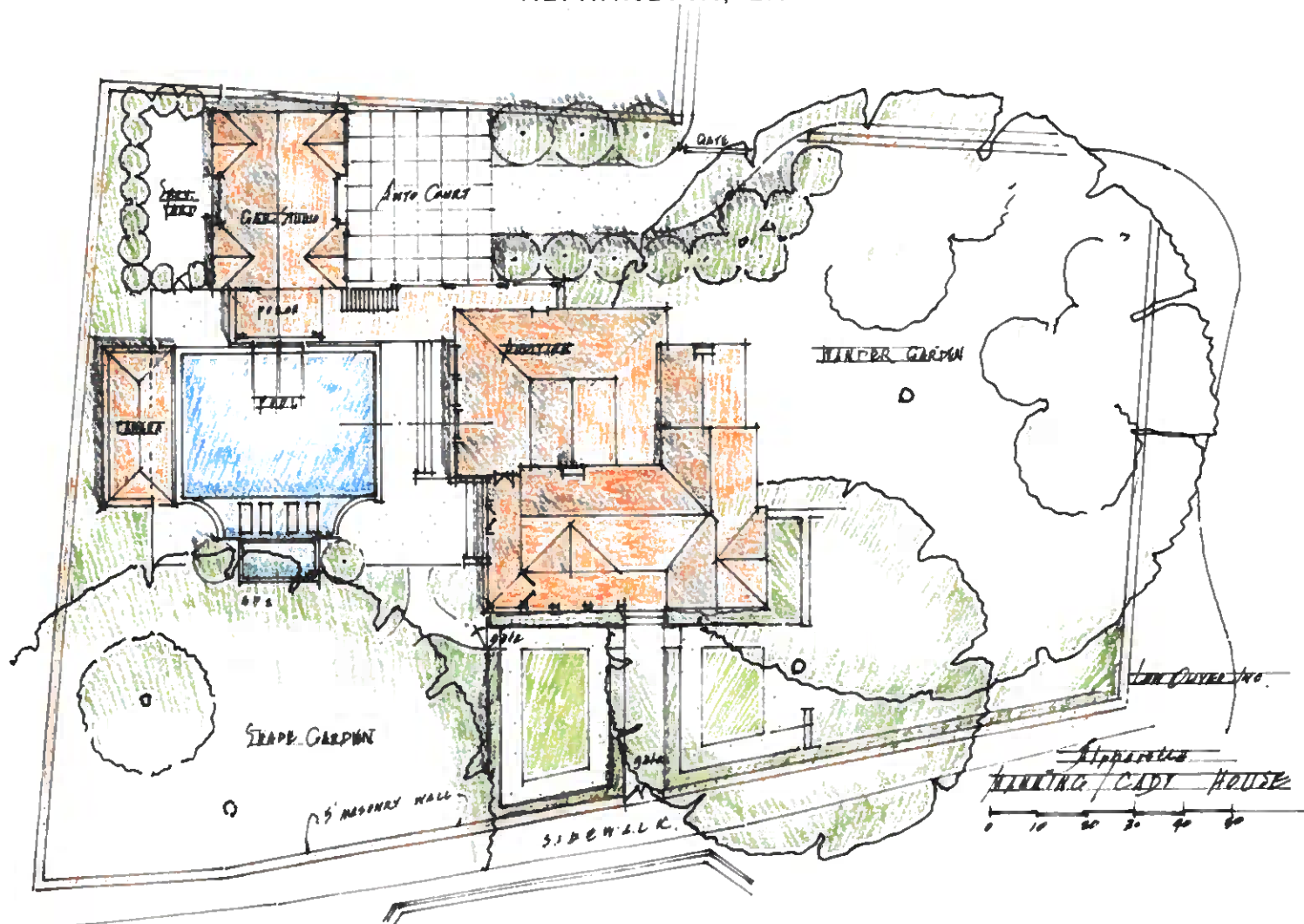
COMMUNITY BANK OF PICKENS COUNTY
P O BOX 40
JASPER GA 30143

GEORGIA FED SAV & LOAN ASSN
P.O. BOX 2609
CARLSBAD CA 92018-2609

COLE CV ALPHARETTA LLC
P.O. BOX 4900 DEPT 604
SCOTTSDALE AZ 85261-4900

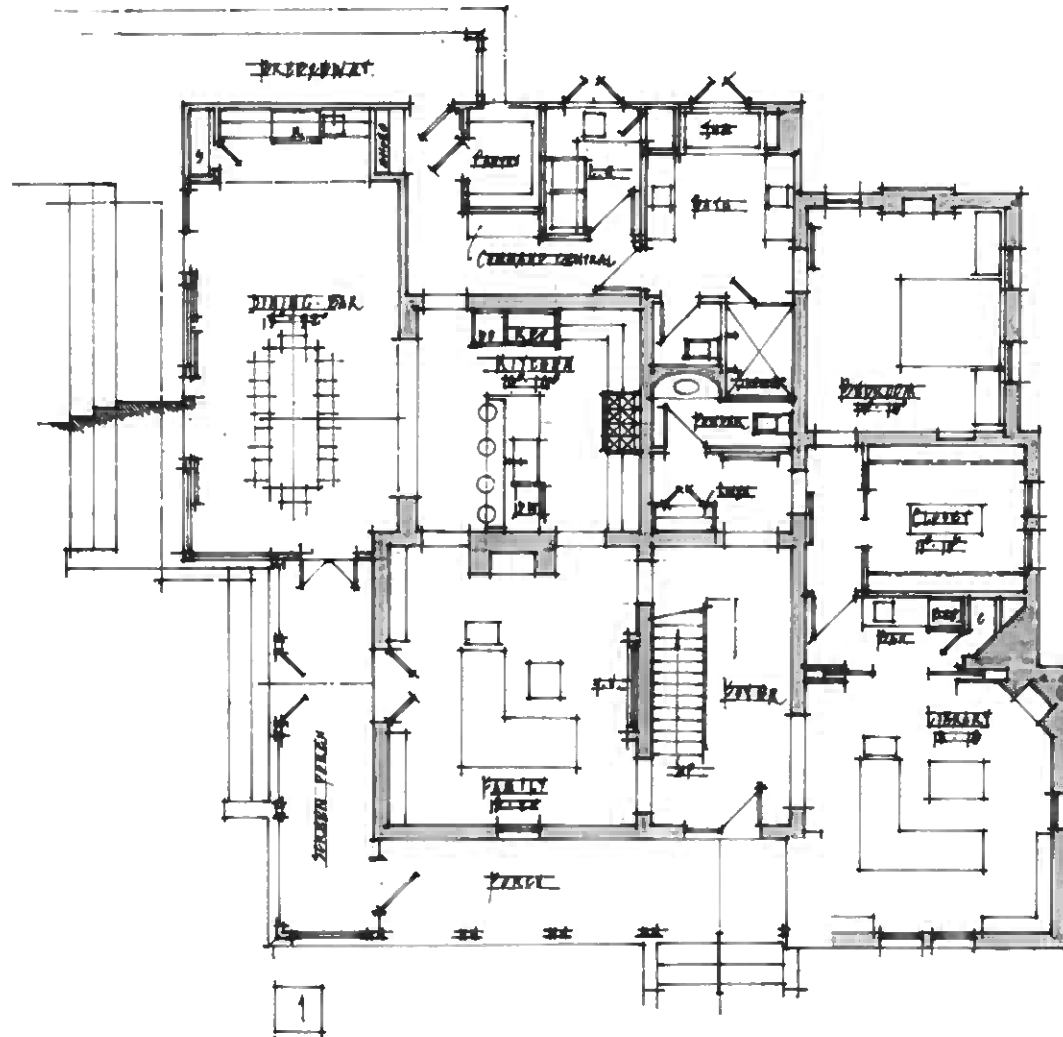
ACADEMY & MAIN LLC
PO BOX 1081
ALPHARETTA GA 30009

CADY RESIDENCE
ALPHARETTA, GA



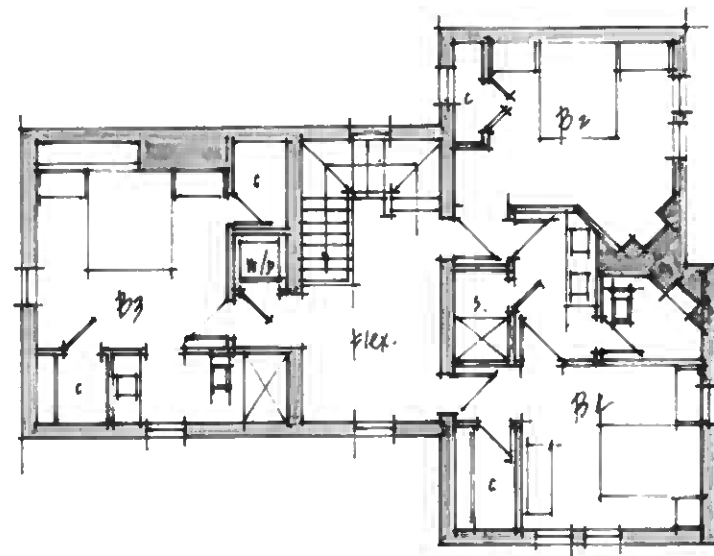
LEW OLIVER INC.

CADY RESIDENCE
ALPHARETTA, GA



LEW OLIVER INC.

CADY RESIDENCE
ALPHARETTA, GA



2

LEW OLIVER INC.

ALPHARETTA, GA

Hand-drawn architectural floor plan of a two-story building. The plan shows a large rectangular structure on the left and a more complex, multi-room structure on the right. Dimensions are provided for various rooms and overall sections. The left structure is labeled "GARAGE" and has a width of 28' and a height of 37'. The right structure includes rooms labeled "KITCHEN", "DINING", "LIVING", "BEDROOM", and "BATH". A central staircase is shown. The plan is numbered 1 and 2 at the bottom. The drawing is signed "L. OLIVER" in the bottom right corner.

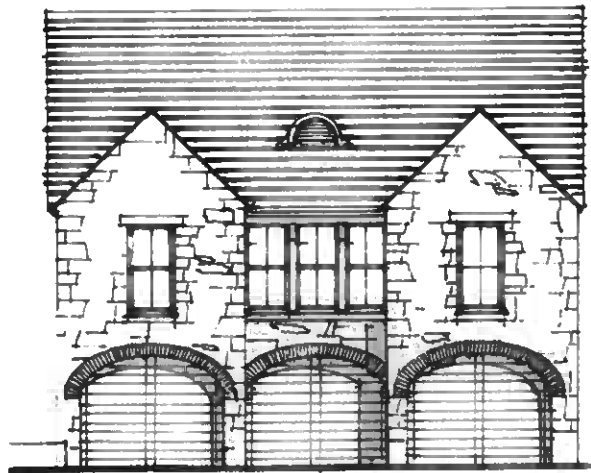
1

2

L. OLIVER

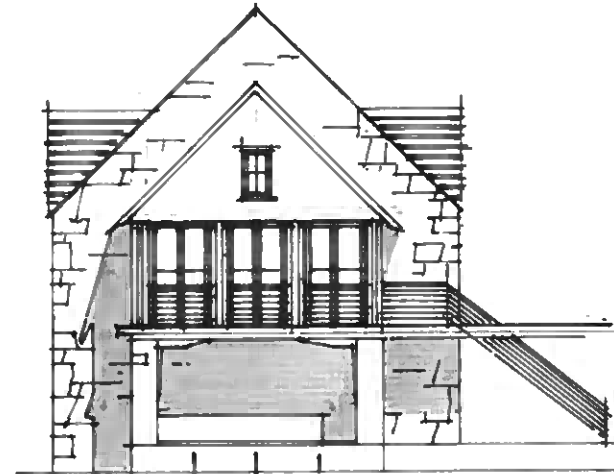
LEW OLIVER INC.

CADY RESIDENCE
ALPHARETTA, GA

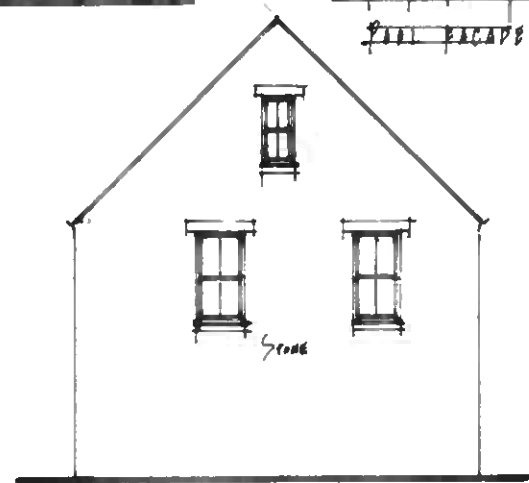


GARAGE FRONT

GARAGE



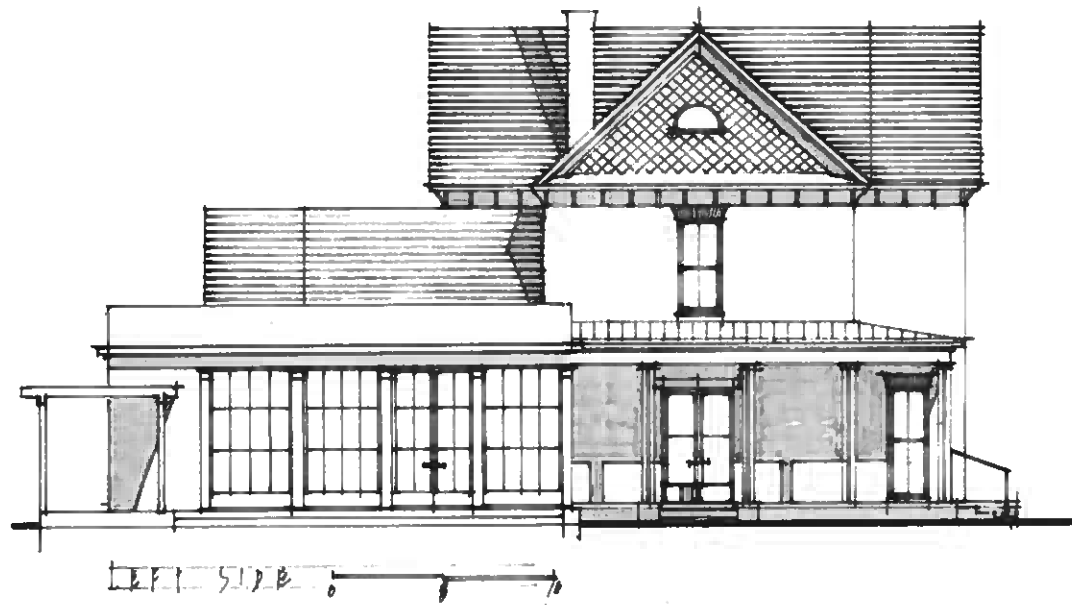
REAR ELEVATION



RIGHT SIDE

LEW OLIVER INC.

CADY RESIDENCE
ALPHARETTA, GA



LEW OLIVER INC.



Onebark LLC
88 N. Avondale Road, #450
Avondale Estates GA 30002
p: 678-344-6948 www.onebark.com

Tree Study Report

40 Cumming Steeet, Alpharetta GA

Date of Inspection 1/18/2022

Inspector

Jesse Milton
ISA #SO-1170B
Email: jesse@onebark.com

Design Professional

Peter Frawley
landscapef@bellsouth.net

INTRODUCTION

This inspection was made to verify trees that meet Specimen Tree criteria and/or meet the criteria for an Arborist Report as outlined in the Alpharetta municipal code.

METHODOLOGY

The project site was traversed to identify trees that meet the minimum size criteria for Specimen trees. This inspection uses Level I and Level II assessment standards. Level III standards can be applied at the customers request. All tree sizes were measure as DBH (Diameter at Breast Height, 4.5 feet above soil level).

The project site was traversed to identify trees that meet the minimum size criteria for Specimen trees, including boundary trees within 30 feet outside of the parcel limits and potential 'Trees of Character.' Boundary trees can only be inspected from the subject parcel, unless written permission is given by the neighboring parcel owner. This inspection uses Level I and Level II assessment standards. Level III standards can be applied at the customers request.

Any tree which qualifies for special consideration for preservation due to its size, type, condition, location or historical significance and which also meets the minimum size criteria set forth below:

30-inch DBH or larger for trees in the Pinus genus
30-inch diameter or larger for trees in the Sweetgum or Tulip poplar genus
20-inch DBH or larger for trees in the Cedrus, Thuja, or other ecologically similar trees
20-inch diameter or larger for trees in the Beech, Nyssa, Persimmon, Sassafras, or other ecologically similar trees
20-inch diameter or larger for Magnolia grandiflora and those cultivars that generally reach a mature height over 40'
24-inch DBH or larger for trees in all other genera
10-inch DBH or larger for Sourwood
Understory Trees: 8-inch DBH diameter or largert

DEFINITIONS OF TREE HEALTH

GOOD - Few if any pathological problems exist; canopy is full, leaf density is above average, and live crown ratio is generally 50% or greater

FAIR - vigor is reasonable but a minor pathological problem may exist; leaf density is average; live crown ratio may be less than 50%. Most urban trees fall in this category.

POOR - vigor is waning, some dieback may be present, leaf density is below average; a significant pathological problem may be present; decay may exist within vital structures.

DECLINING - vigor is terminal, dieback is developing or is inevitable; tree has a limited life expectancy of less than 5 years.

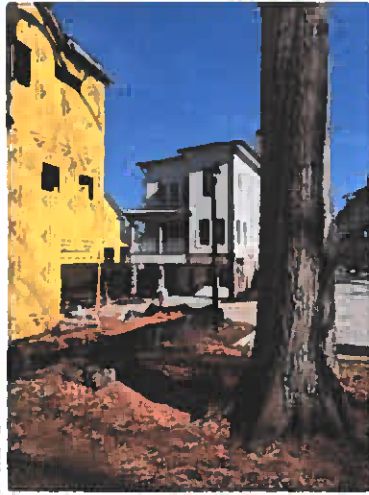
Tree 1257

Status: **SPECIMEN**

Alternate ID 365

Species 35" Oak, water, *Quercus nigra*

Condition: Fair health. Two quadrants of root system are within limits of disturbance of adjacent neighborhood construction; existing stress and/or strain is likely; Structure is Asymmetric, no significant lean, was adjacent to a similar sized tree that was removed by adjacent development



Tree 1258

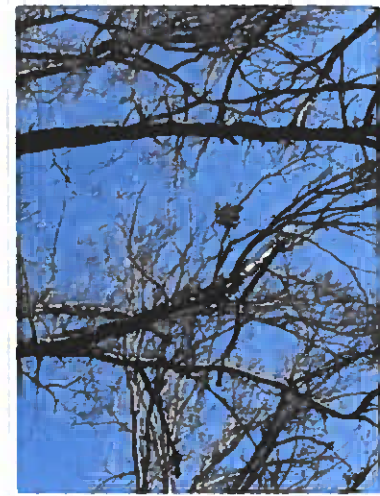
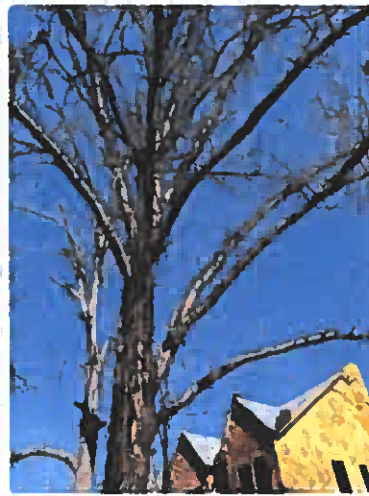
Status: **SPECIMEN**

Alternate ID 368

Species 28" Oak, water, *Quercus nigra*

Condition: Fair health. Remnants of old vine grows hanging from canopy; multiple small dead branches scattered throughout canopy; Structure is Asymmetric, 7° lean towards south, somewhat self corrected

Other notes: Adjacent trees on neighboring parcel should be evaluated; most appear to be in poor condition



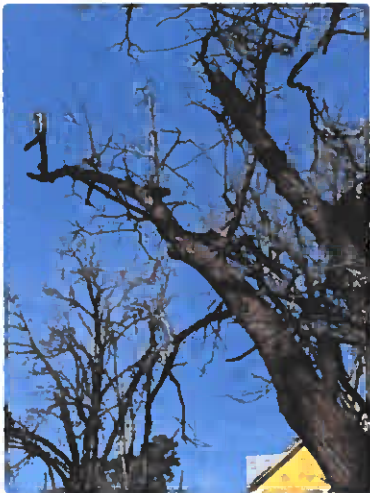
Tree 1259

Status: **NOT SPECIMEN**

Alternate ID 363

Species 25" Walnut, black, *Juglans nigra*

Condition: Poor health. Multiple canopy faults/failures; dieback progressing across 50% of canopy (photo 1); cavity in lower trunk, covered by woundwood (photo 3), woundwood in upper stem (photo 2); Structure is Asymmetric, problematic form



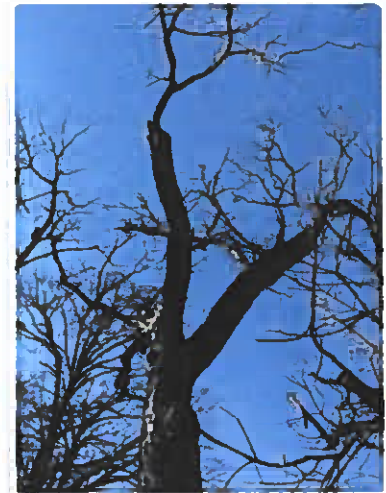
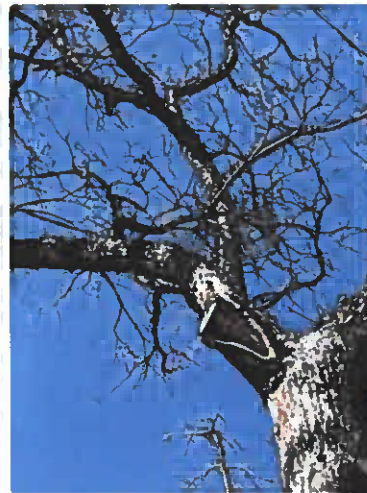
Tree 1260

Status: **NOT SPECIMEN**

Alternate ID unknown

Species 26" Pecan, *Carya illinoensis*

Condition: Poor health. Multiple canopy faults/failures; (photos 1-3); decay forming at collar of major dominant scaffold (photo 2); broken limbs with weak secondary branches (photo 3); Structure is Asymmetric, problematic form (photo 3)



Tree 1261

Status: **SPECIMEN**

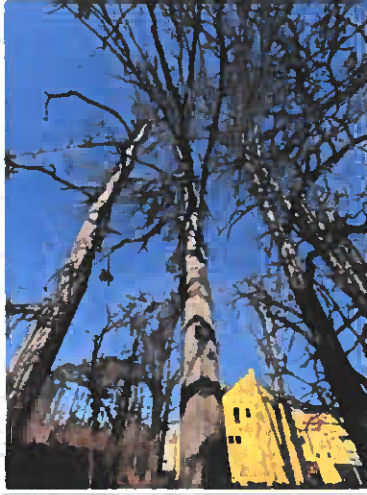
Alternate ID 364

Species 28" Oak, water, *Quercus nigra*

Condition: Fair health. Moderate mistletoe infestation in upper canopy; no other significant problems identified;

Structure is Single, narrow, somewhat suppressed

Other notes: Tree is part of a linear grouping



Tree 1262

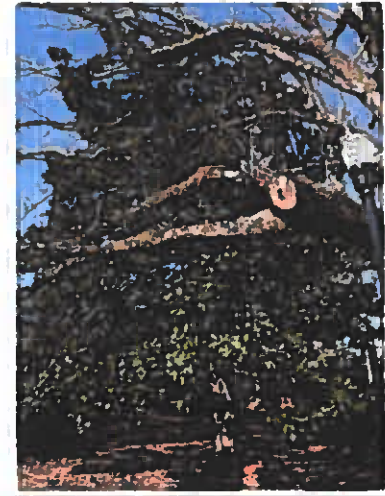
Status: **SPECIMEN**

Alternate ID 60

Species 28" Magnolia, southern, *Magnolia grandiflora*

Condition: Good health. No significant problems identified; Structure is Bifurcated, No significant problems identified; codominance is not problematic

Other notes:



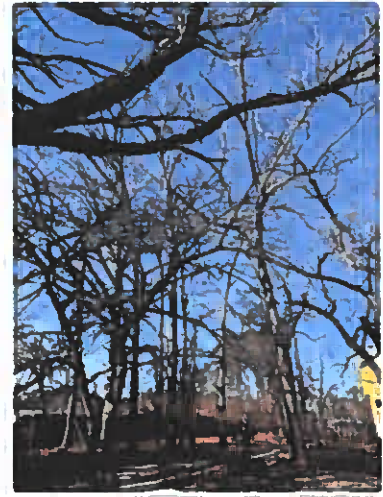
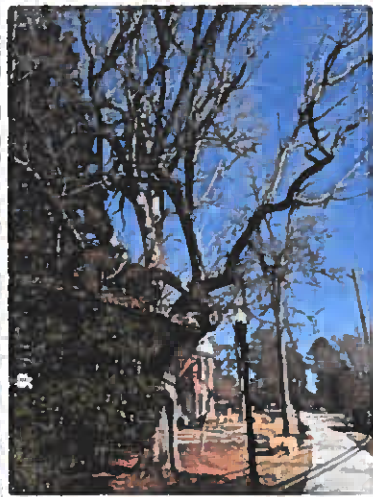
Tree 1263

Status: **SPECIMEN**

Alternate ID none

Species 42" Oak, post, *Quercus stellata*

Condition: Fair health. Multiple dead and broken branches, some greater than 3" in diameter, scattered throughout canopy; Structure is Asymmetric, Tree formed as if it grew adjacent to a larger tree for many years, Lateral scaffold branches abnormally long in relation to limb taper



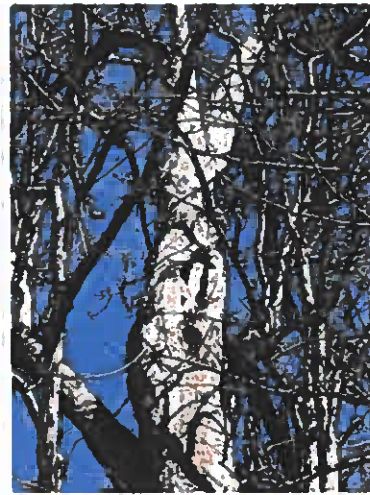
Tree 1264

Status: **NOT SPECIMEN**

Alternate ID 359

Species 31" Oak, post, *Quercus stellata*

Condition: Poor health. Large cavity in upper canopy (photo 2); cavity at base of tree, hollow at least 2 feet above as evidenced through sounding, cavity appears asymmetric; Pseudoinonotus dryadeus conk at base 10" diam. ; Structure is Single



Tree 1265

Status: **SPECIMEN**

Alternate ID 67

Species 49" Oak, post, *Quercus stellata*

Condition: Fair health. No obvious pathology observed; tree is over-mature, and likely to have been impacted by adjacent land development; lightning protection system and a single support cable installed in canopy; Structure is Single, form is typical of species



Tree 1266

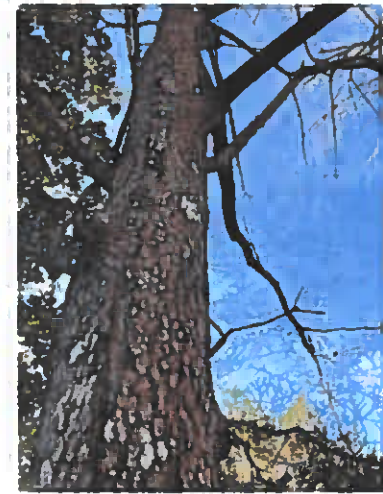
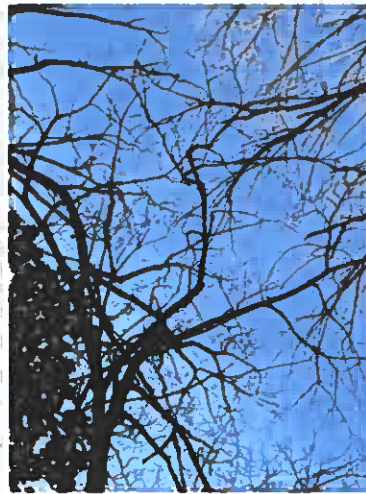
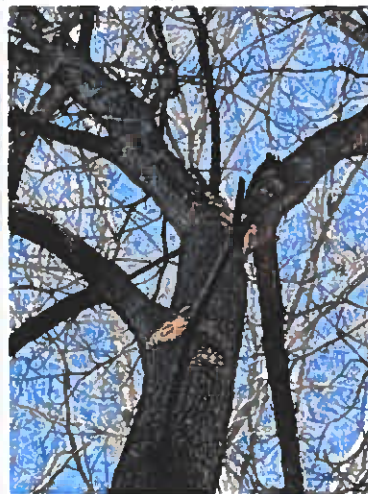
Status: **NOT SPECIMEN**

Alternate ID 61

Species 8" Dogwood, flowering, *Cornus florida*

Condition: Poor health. overmature tree, bud development is below average, several twigs not producing live terminals; long vertical trunk scar (photo 3); 10 year life expectancy is unlikely; Structure is Single

Other notes: Does not meet condition criteria



Summary

Total Specimen trees identified: 6

Additional Recommendations

LIMITATIONS

This report is not meant to override any determination by Alpharetta regarding the status of Specimen trees. Additional tree information may be required by the City once the Specimen Tree Report is submitted to Alpharetta, including but not limited to: Trees of Character, Level III assessments, site meetings with the Municipal arborist, and any Tree Maintenance Plan preparation.

Arborists cannot detect every condition that could possibly lead to the structural failure of a tree. Trees are living organisms that fail in ways we do not fully understand. Conditions are often hidden within trees and below ground. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances, or for a specified period of time. Likewise, remedial treatments cannot be guaranteed. Clients may choose to accept or disregard the recommendations of the arborists, or to seek additional advice. This inspection was made without the expectation of a particular result.

Certification

Date Certified: 1/18/2022

I certify that all of the statements made in this report are true, complete and correct to the best of my knowledge and belief, and are made in good faith.



Jesse Milton
ISA #SO-1170B





STAFF REPORT

Submitting Department: Recreation, Parks & Cultural Services

Submitted By: Geoffrey Sarra

Sponsored By: N/A

Meeting Date: October 3, 2022

I. AGENDA ITEM TITLE: DESIGN SERVICES: WILLS PARK IMPROVEMENTS & WILLS PARK EQUESTRIAN CENTER IMPROVEMENTS, RFQ 22-1005 & RFQ 22-120

REMOVED: THIS ITEM HAS BEEN REMOVED FROM THIS AGENDA BY STAFF. THIS ITEM WILL NOT BE HEARD, DISCUSSED, OR CONSIDERED BY CITY COUNCIL DURING THE OCTOBER 3, 2022 CITY COUNCIL MEETING.

APPROVAL OF THE AWARD OF RFQ-22-1005 AND RFQ 22-120 TO BARGE DESIGN SOLUTIONS, INC. FOR DESIGN OF THE WILLS PARK IMPROVEMENTS AND THE WILLS PARK EQUESTRIAN CENTER IMPROVEMENTS AND AUTHORIZE THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS.

II. RECOMMENDATION:

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: \$1,810,400.00

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Wills Park Master Plan Improvements (31861150-541500-C2011)	\$625,650.00
Equestrian Center (City) (31861150-541500-C1911)	\$1,184,750

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

V. ALTERNATIVES:

None

VI. ATTACHMENTS:



STAFF REPORT

Submitting Department: Recreation, Parks & Cultural Services

Submitted By: Morgan Rodgers

Sponsored By:

Meeting Date: October 3, 2022

I. AGENDA ITEM TITLE: WILLS PARK EQUESTRIAN CENTER ARENA #3 RENOVATION

REMOVED: THIS ITEM HAS BEEN REMOVED FROM THIS AGENDA BY STAFF. THIS ITEM WILL NOT BE HEARD, DISCUSSED, OR CONSIDERED BY CITY COUNCIL DURING THE OCTOBER 3, 2022 CITY COUNCIL MEETING.

II. RECOMMENDATION:

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
-----------------------------	----------------------

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
-----------------------------	----------------------

IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:



STAFF REPORT

Submitting Department: Community & Economic Development

Submitted By: Kathi Cook

Sponsored By:

Meeting Date: October 3, 2022

I. AGENDA ITEM TITLE: ALPHA LOOP FOUNDATION MEMORANDUM OF UNDERSTANDING

APPROVAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE ALPHA LOOP FOUNDATION, INC. AND THE CITY OF ALPHARETTA, GEORGIA

II. RECOMMENDATION:

Approve, as presented, the Memorandum of Understanding between the City of Alpharetta and the Alpha Loop Foundation and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN
CURRENT FY OPRT.
BUDGET: NO

TOTAL PROJECT COST: UNDER THE TERMS OF THE MOU, AS PRESENTED, THE CITY WOULD BE OBLIGATED TO MATCH, DOLLAR-FOR-DOLLAR, FUNDS RAISED BY THE ALPHA LOOP FOUNDATION UP TO \$2 MILLION. FUNDING FOR THE CITY'S MATCH WOULD BE DRAWN FROM TSPLOST DOLLARS.

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

BACKGROUND:

The Alpha Loop Foundation, a non-profit organization, was established in order to raise awareness and funding for the Alpha and enable construction of additional parks and trails in Alpharetta. The organization is currently in the process of applying to be exempt from taxation under Section 501(c)(3) of the Internal revenue Code of 1986, as amended.

As the Foundation grows, they plan to engage the public by providing public tours, special events and corporate volunteer project days in cooperation with the City of Alpharetta.

Because of the organization's similar mission and purpose to that of Atlanta's Beltline Partnership, members of City Staff and City Council met with representatives of the Beltline Partnership to gain understanding of that organization's partnership with the City of Atlanta in making the Atlanta Beltline a reality. The Memorandum of Understanding now being presented for consideration is, in part, a result of what was learned through that meeting.

MEMORANDUM OF UNDERSTANDING:

The purpose of the MOU is to define certain terms of the relationship between the City of Alpharetta and the AlphaLoop Foundation, including but not limited to the establishment of a coordinating committee, responsibilities of each party, use of funds, and procurement procedures. Under the terms of the MOU, the City would be required to match every dollar raised by the AlphaLoop Foundation up to \$2 million. It is anticipated that the funding for the City's match would be drawn from TSPLOST dollars.

ALPHA LOOP COMMITTEE – COMPOSITION AND PURPOSE:

As outlined in the MOU, a coordinating committee would be established (Alpha Loop Committee) that will be comprised of the Chair of the Alpharetta Recreation Commission; the Director of the Department of Recreation, Parks, and Cultural Services; the City Council liaison to that department; and the President, Vice President, and Treasure of the AlphaLoop Foundation. The purpose of that committee will be to develop a list of agreed-upon uses of funds in a manner to accomplish shared goals, define specific Alpha Loop improvements, and seek approval of both the Alpharetta City Council and the Alpha Loop Foundation for those improvements.

The Department of Community Development will assist the Alpha Loop by providing construction updates, marketing assistance, and guidance on possible donors.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Alpha Loop Foundation MOU

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and effective this ____ day of _____, 2022 (the “Effective Date”), by and between Alpha Loop Foundation, Inc., a Georgia nonprofit corporation (“ALF”), and the City of Alpharetta, a Georgia municipal corporation (“CoA”). ALF and CoA are sometimes referred to in this MOU individually as a “Party” or collectively as the “Parties.”

WHEREAS, ALF is a not-for-profit corporation that is applying to be exempt from federal taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, created to partner with CoA to promote and complete the multiuse path known as the Alpha Loop through Alpharetta and tying to amenities like the Big Creek Greenway, Downtown Alpharetta, Avalon, and the North Point District (the “Alpha Loop”);

WHEREAS, the ALF and CoA share the common goal of promoting, maintaining and completing the Alpha Loop (the “Shared Goals”);

WHEREAS, by and through this MOU, ALF and CoA agree to the terms and conditions necessary to promote and complete the Alpha Loop and to pursue the Shared Goals.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Alpha Loop Committee.

1.1. Establishment and Composition. An Alpha Loop Committee (the “Alpha Loop Committee”) is hereby established. The Alpha Loop Committee shall include the following persons: (i) the Chairman of the Alpharetta Recreation Commission; (ii) the City of Alpharetta Director of Recreation, Parks and Cultural Services; (iii) the Alpharetta City Council Liaison to the Director of Recreation, Parks and Cultural Services; (iv) the ALF Board President; (v) the ALF Board Vice President; and (vi) the ALF Board Treasurer.

1.2. Purposes of Alpha Loop Committee. The primary purposes of the Alpha Loop Committee shall be to, in conjunction with CoA: (i) develop a list of the agreed-upon uses of any Raised Funds, Allocated Funds, or Matched Funds (all as hereinafter defined) to accomplish the Shared Goals; (ii) define specific Alpha Loop improvements accomplishing the aforementioned agreed-upon uses (the “Improvements”); and (iii) seek approval of both the ALF and CoA of the Improvements.

2. Responsibilities of ALF.

2.1. Liaison to Alpharetta Community. ALF shall act as the primary liaison to the Alpharetta community with regard to this MOU, the Shared Goals, and the raising, collection, or procurement of the Raised Funds (as defined in Section 2.2, below).

- 2.2. Raised Funds. Through its fundraising efforts ALF shall work to raise or collect funds to be applied to the Shared Goals and the Improvements. (the “Raised Funds”). Once a specific Improvement has been identified, bid, and approved by ALF and CoA, ALF shall remit (within 30 days) to CoA their share of the Raised Funds to be used toward the cost of such Improvement. CoA shall maintain and manage all Raised Funds remitted to it as provided herein. Raised Funds must be used towards the Improvement or returned to ALF.
- 2.3. Sponsorship. ALF may identify persons or entities willing to financially sponsor the maintenance and signage of a portion or portions of the Alpha Loop (a “Designated Sponsor”). Any Designated Sponsor is subject to the review and approval of CoA. CoA shall have 30 days following notice of a Designated Sponsor within which to notify ALF in writing that CoA rejects such proposed Designated Sponsor. If CoA does not so notify ALF within such 30-day period, such Designated Sponsor shall be deemed denied by CoA. ALF shall have the sole right to offer persons Designated Sponsorships and CoA shall refer to ALF all persons expressing to CoA an interest in becoming a Designated Sponsor.

3. Responsibilities of CoA.

- 3.1. General Oversight. The CoA shall serve as the oversight agency for the Shared Goals and the Improvements and shall conduct such oversight in a manner consistent with (and subject to) the terms of this MOU, Georgia law, and the laws and policies of the City of Alpharetta, including the Alpharetta Procurement Policy.
- 3.2. Commitment of Funds Toward Shared Goals and Improvements. The CoA may commit funds toward the Shared Goals or Improvements (or certain Improvements) through the City’s normal budgeting and/or funds allocation processes (the “Allocated Funds”), which Allocated Funds are in addition to, and not in lieu of, the Matched Funds described in Section 3.3, below. The commitment and amount of Allocated Funds, if any, shall be within the sole discretion of CoA, and any such commitment or allocation of the Allocated Funds are subject to CoA’s laws, processes, and Procurement Policy.
- 3.3. Provision of Matched Funds. The CoA will provide additional funding in the form of a contribution match based on the amount of contributions raised by ALF from its fundraising efforts. CoA shall provide one dollar and no cents (\$1.00) in additional allocations to the Shared Goals (the “Matched Funds”) for each one dollar and no cents (\$1.00) raised and contributed by ALF each quarter during the Term of this Agreement (the “Raised Funds”), with an aggregate limit on CoA’s contribution of Matched Funds of two million dollars and no cents (\$2,000,000.00).
- 3.4. Use of Raised, Matched Funds, and Allocated Funds. The Raised Funds, Matched Funds, and any Allocated Funds shall be used toward the Improvements as jointly agreed upon between ALF and CoA, by and through the Committee, and shall be consistent with CoA’s approved masterplan for the Alpha Loop.

- 3.5. Payment of Contractors/Subcontractors. The CoA shall be solely responsible for the payment of any contractor or subcontractor for the performance of the Improvements, including the payment to any contractor or subcontractor of any of the Raised Funds. Nothing in the foregoing shall obligate the CoA to any payment (whether individually or in aggregate) in excess of the sum of the Raised Funds (provided such funds are delivered to CoA), Matched Funds, and any Allocated Funds.
- 3.6. Maintenance and Signage. CoA shall conduct and administer all maintenance of the Alpha Loop and shall install and maintain all necessary signage, including informational signage, sponsorship signage and commemorative sponsor bricks and other sponsorship recognition. CoA will from time to time during the Term establish and advise ALF of minimum contributions needed to be made by potential Designated Sponsors in order to be eligible for different sponsorship levels offered jointly by the CoA and ALF. At its option and in its sole discretion, CoA may install sponsorship signage, commemorative sponsor bricks, or other sponsorship recognition of the financial commitment of such Designated Sponsor(s).
4. **Procurement Procedure and Ownership.** All procurement related to the Improvements shall follow CoA procurement procedures, and CoA shall be the official issuer of all documents and shall serve as the official awarder of any contracts related to the Improvements. CoA will be the owner of all assets acquired under this MOU between ALF and CoA, including but not limited to all Improvements.
5. **Term and Termination.** This MOU shall commence on the date of execution and shall remain in effect for three (3) years following the Effective Date herein ("Term"). The Parties agree that this MOU, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of CoA on the last day of each fiscal year of the Term, and further, that this MOU shall automatically renew on the first day of each subsequent fiscal year of the Term absent CoA's provision of written notice of non-renewal to ALF at least ninety (90) calendar days prior to the end of the then current fiscal year. Title to any supplies, materials, equipment, or other personal property shall remain in ALF until fully paid for by CoA (to the extent such title transfer is applicable to the context of this MOU). At the expiration of the initial three year Term, this MOU shall automatically be renewed for an additional term of one (1) year, unless either Party gives the other Party no less than three (3) months' notice that such Party does not wish to renew this MOU, provided that either Party may terminate this MOU for cause if the other Party is in material breach of this MOU and does not cure such breach within 30 days of receipt of notice from the non-defaulting Party specifying the basis of such breach. Either Party shall be entitled to terminate this MOU without cause upon 180 days' notice to the other Party. The Parties shall meet annually to review this MOU.
6. **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed duly given (i) on the date of delivery if delivered personally, (ii) on the first business day following the date of dispatch if delivered by a recognized next-day courier service or (iii) when received if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered as set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

(a) if to the Licensee:
Alpha Loop Foundation, Inc.
319 N. Main Street
Alpharetta, Georgia 30009

With a copy (which shall not constitute notice) to:
Michael H. Shuster
Fryer, Shuster, Lester & Pollack, P.C.
1050 Crown Pointe Parkway, Suite 410
Atlanta, Georgia 30338

(b) if to Licensor, to:
City of Alpharetta
Alpharetta City Administrator
Alpharetta City Hall
2 Park Plaza
Alpharetta, Georgia 30009

With a copy (which shall not constitute notice) to:
Jeffrey M. Strickland, City Attorney
Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040

or to such other persons or addresses as may be designated in writing by the Party to receive such notice as provided above.

7. **Miscellaneous.** This MOU shall supersede any prior oral or written understandings between the Parties as to the subject matter of this MOU and may not be amended or modified except in a writing signed by the Parties. This MOU may not be assigned by any of the Parties. This MOU shall be governed and construed in accordance with the laws of the State of Georgia.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have hereunto executed this Memorandum of Understanding on the day and year first above written.

ALPHA LOOP FOUNDATION, INC.

By: _____
John Goss, CEO/President

Attest: _____
Michael H. Shuster,
Corporate Secretary

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

Attest: _____
Lauren Shapiro, City Clerk

[AFFIX CITY SEAL]

Approved as to Content:

Kathi Cook, Director of
Community Development

Approved as to form:

City Attorney



STAFF REPORT

Submitting Department: Community & Economic Development

Submitted By: Kathi Cook

Sponsored By:

Meeting Date: October 3, 2022

I. AGENDA ITEM TITLE: ALPHA LOOP FOUNDATION LICENSE AGREEMENT

APPROVAL OF A LICENSE AGREEMENT BETWEEN THE CITY OF ALPHARETTA, GEORGIA AND ALPHA LOOP FOUNDATION, INC.

II. RECOMMENDATION:

Approve, as presented, a license agreement between the City of Alpharetta and the Alpha Loop Foundation providing for the non-exclusive, royalty free use of the Alpha Loop Logo under certain terms and conditions and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT.
BUDGET: NO

TOTAL PROJECT COST: THERE ARE NO FISCAL IMPACTS
ASSOCIATED WITH THE REQUESTED ACTION.

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
-----------------------------	----------------------

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
-----------------------------	----------------------

IV. REPORT IN BRIEF:

BACKGROUND:

The Alpha Loop Foundation, a non-profit organization, was established in order to raise awareness and funding for the Alpha and enable construction of additional parks and trails in Alpharetta. The organization is currently in the process of applying to be exempt from taxation under Section 501(c)(3) of the Internal revenue Code of 1986, as amended.

As the Foundation grows, they plan to engage the public by providing public tours, special events and corporate volunteer project days in cooperation with the City of Alpharetta.

Because of the organization's similar mission and purpose to that of Atlanta's Beltline Partnership, members of City Staff and City Council met with representatives of the Beltline Partnership to gain understanding of that organization's partnership with the City of Atlanta in making the Atlanta Beltline a reality. Based, in part, on what was learned from that meeting, a Memorandum of Understanding was generated that is being presented as a separate item for consideration by City Council.

LICENSE AGREEMENT:

It is the intent of the Alpha Loop Foundation (ALF) to undertake as part of their fundraising activities, the manufacture, distribution, use, and sale of products bearing the Alpha Loop Logo that was created and trademarked by the City of Alpharetta. It is their further intent to use the Alpha Loop logo on the ALF website, correspondence, and marketing materials. To allow for this, ALF is requesting that the City grant a non-exclusive, royalty free license for use of the trademarked logo.

The agreement presented for consideration by City Council defines the terms and conditions of such license agreement.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Alpha Loop Foundation License Agreement

LICENSE AGREEMENT

This License Agreement (the “Agreement”), effective as of _____, 2022 (the “Effective Date”), is made and entered into by and among the City of Alpharetta, a Georgia municipal corporation (“Licensor”), and Alpha Loop Foundation, Inc., a Georgia nonprofit corporation (“Licensee”) (each referred to herein as a “Party,” and collectively as the “Parties”).

RECITALS

WHEREAS, Licensee is a Georgia nonprofit corporation that desires to assist Licensor in its efforts to complete a shared-use linear park facility that will connect people to activity centers, parks and jobs by a network of trails (the “Alpha Loop Project”);

WHEREAS, Licensee’s assistance of Licensor with respect to the Alpha Loop Project consists of, amongst other things, the manufacture, distribution, promotion, use and sale of products and services of Licensee to promote and raise funds for the Alpha Loop Project (the “Licensee Business”);

WHEREAS, Licensor desires to grant to Licensee a non-exclusive, royalty-free license to use, solely in furtherance of the Licensee Business, under the terms and conditions set forth herein, the name “Alpha Loop” and the certain other trademarks, service marks, and trade names as are listed on Exhibit “A” attached hereto, which Exhibit A is made part of, and incorporated by reference into this Agreement, and which Exhibit A may be amended by the Parties by further agreement, in writing, from time-to-time (collectively the “Licensed Materials”).

NOW THEREFORE, in consideration of the promises and mutual agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I **GRANT OF LICENSE**

1.1 Grant of License; Limited Right of Sublicense.

(a) Subject to the terms and conditions of this Agreement and except as provided herein, effective as of the Effective Date, Licensor hereby grants to Licensee a royalty-free exclusive right and license (the “License”) to use the Licensed Materials solely in connection with the Licensee Business; provided that Licensor retains all rights to the Licensed Materials that are unrelated to the Licensee Business. The foregoing notwithstanding, the exclusivity of the License shall not apply to use of the Licensed Materials by Licensor, and Licensor shall at all times be entitled to use the Licensed Materials for its own purposes.

(b) The License granted herein shall include a limited right of Licensee to grant sublicenses to any subsidiaries, and its and their respective distributors, sub-distributors, resellers, marketing representatives and agents (collectively “Permitted Sublicensees”) for use of the Licensed Materials solely in connection with the manufacture, distribution, promotion, use and sale of

products and services of such Licensee. Licensee shall give written notice to Licensor of any proposed sublicense (a "Notice") and Licensor may in its sole discretion reject any such proposed sublicense by giving Licensee notice of such rejection (a "Rejection Notice") within ten (10) days of Licensor's receipt of the subject Notice. If Licensor does not provide a Rejection Notice to Licensee within ten (10) days of Licensor's receipt of a Notice, the sublicense specified in the Notice shall be deemed denied by Licensor. Any sublicense granted by a Licensee hereunder shall be expressly subject to the terms and conditions of this Agreement and all of Licensor's rights hereunder. Licensee agrees that any Permitted Sublicensee is not a third-party beneficiary under this Agreement, and the Parties expressly do not intend any Permitted Sublicensee to be such. Any Permitted Sublicensee shall have no claim or cause of action against Licensor for any alleged breach by Licensor under this Agreement, and any sublicense granted to any Permitted Sublicensee under this Agreement shall expressly disclaim the right of any such Permitted Sublicensee to maintain any claim by, under, or through this Agreement against Licensor. Any sublicense failing to contain such express disclaimer shall be in derogation and breach of this Agreement and shall be void *ab initio*. Licensor and Licensee shall both have the right but not the obligation to enforce any Sublicense Agreement.

1.2 Use; Quality Control.

(a) Licensee agrees to maintain and preserve, and to require its Permitted Sublicensees to maintain and preserve, the quality of the Licensed Materials and to use, and to cause its Permitted Sublicensees to use, the Licensed Materials only in good faith and in a dignified manner and in accordance with the terms of this Agreement. In addition, Licensee shall ensure that all products and services provided by Licensee and its Permitted Sublicensees under the Licensed Materials will be of sufficiently high quality to protect the Licensed Materials and the goodwill symbolized thereby. For purposes of this Agreement, the terms "dignified manner" and "sufficiently high quality" shall be intended to mean the same or better dignity of use and quality expressed by Licensor in its own use of its trademarks and trade names including, but not limited to the Licensed Materials, as determined in the sole reasonable discretion of Licensor. Licensee shall not, and shall cause its Permitted Sublicensees not to, by any act or omission, use or permit use of the Licensed Materials in any manner that tarnishes, degrades, disparages or reflects adversely on Licensor, its reputation, or in a manner that would be detrimental to the Licensed Materials or their associated goodwill.

(b) The foregoing notwithstanding, Licensee agrees to use, and to cause and require its Permitted Sublicensees to use, the Licensed Materials only in accordance with such quality standards as may be reasonably established by Licensor and communicated to Licensee from time to time in writing, or as may be agreed to by Licensor and Licensee from time to time in writing. Licensee shall obtain Licensor's prior written approval of any material change in the style and manner in which any Licensed Trademark is proposed to be used by Licensee or its Permitted Sublicensees and shall use, and cause its Permitted Sublicensees to use, the Licensed Materials only in a style and manner commensurate with the standards and reputation for quality associated with the Licensed Materials.

(c) Licensee shall permit Licensor or its duly authorized representative, upon reasonable notice to Licensee, to inspect and review all business locations and materials of Licensee and its Permitted

Sublicensees and any and all uses of the Licensed Materials by Licensee and its Permitted Sublicensees for the purposes of (i) assuring that the Licensed Materials are in a manner consistent with this Agreement and that the products and services associated with the Licensed Materials meet Licensor's quality standards as contemplated hereby. Licensee will, and will cause its Permitted Sublicensees to, furnish to Licensor representative samples of all advertising and promotional materials in any media that are to be used in connection with the Licensed Materials, and Licensee must receive prior written approval as to its, or its Permitted Sublicensees', use of the same. Licensor may in its reasonable discretion reject any such proposed advertising or promotional materials by giving Licensee notice of such rejection (a "Rejection Notice") within ten (10) business days of Licensor's receipt of proposed advertising or promotional materials. If Licensor does not provide a Rejection Notice to Licensee within ten (10) business days of Licensor's receipt of the proposed advertising or promotional materials, such advertising or promotional materials shall be deemed approved by Licensor. Licensee will, and will cause its Permitted Sublicensees to, make all changes to such materials that Licensor reasonably requests to comply with this Section 1.2 or to preserve the validity of, or Licensor's rights in, the Licensed Materials.

1.3 Sponsorships. During the Term of this License, Licensee shall also have the right to seek sponsors to fund portions of the operation and maintenance of the Alpha Loop which sponsors shall be subject to Licensor pre-approval in accordance with the process stated above. Licensor and Licensee shall exchange lists of proposed sponsors for review and approval.

ARTICLE II

OWNERSHIP; DISCLAIMER

2.1. Right, Title and Interest. The Parties agree that, as between the Parties and any Permitted Sublicensees, Licensor is and shall remain the sole owner of the Licensed Materials and that use of the Licensed Materials by Licensee or the Permitted Sublicensees shall not constitute any waiver of Licensor's exclusive ownership interest in the Licensed Materials. Licensee agrees not to directly or indirectly challenge or contest (and agrees to ensure that the Permitted Sublicensees do not, directly or indirectly, challenge or contest) the validity of, or Licensor's rights in, the Licensed Materials including, without limitation, any challenge or contest as may arise out of, or relate to, any third-party claim, allegation, action, demand, proceeding or suit regarding enforcement of this Agreement or involving any third party. The Parties agree that any and all goodwill in the Licensed Materials arising from use of the Licensed Materials by the Licensee and its Permitted Sublicensees shall inure solely to the benefit of the Licensor.

2.2. Execution of Documents. Consistent with the terms of this Agreement, Licensee shall, and shall cause its Permitted Sublicensees to, perform all lawful acts and execute such instruments as Licensor may reasonably request to confirm, evidence, maintain or protect Licensor's rights in, to and under the Licensed Materials.

2.3. Reservation of Rights. All rights not expressly granted to Licensee hereunder shall remain the exclusive property and right of Licensor.

2.4. Disclaimer. THE LICENSED TRADEMARKS AND THE LICENSE GRANTED HEREUNDER ARE PROVIDED ON AN “AS IS” BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHER WARRANTIES, CONDITIONS, GUARANTEES OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED.

ARTICLE III **INFRINGEMENT; PROSECUTION**

3.1. Infringement; Prosecution.

(a) Licensee and Licensors and each agree to promptly notify the other after it becomes aware of any actual or threatened infringement, likelihood of confusion, imitation, dilution, misappropriation, or other unauthorized use or conduct in derogation of any of the Licensed Materials (collectively an “Infringement”). Licensors shall have the first right to bring any litigation, arbitration, or suit (each an “Action”) to remedy or seek redress in respect of any Infringement (or to refrain from pursuing an Action in its own name, in its sole discretion), and Licensee shall cooperate with Licensors in same. If Licensors elects not to promptly bring any Action to remedy or seek redress in respect of any Infringement, Licensee shall have the right in its sole discretion to then bring any such Action, and Licensors shall cooperate with Licensee in same, unless Licensors determines, in its sole discretion, that it is not necessary or appropriate for an Action to redress any alleged Infringement to be prosecuted by any Party, or that it is appropriate to abandon any of the Licensed Materials, the subject of the alleged Infringement, in which case Licensee shall have no right to bring an Action. All damages or other compensation of any kind recovered in such Action shall be for the account of the party bringing such Action.

(b) Licensors shall have sole and exclusive control and discretion over all matters relating to the prosecution and maintenance of the Licensed Materials. Licensee shall, and shall cause its Permitted Licensees to, cooperate in good faith with Licensors for the purpose of securing, preserving, and protecting Licensors’ rights in and to the Licensed Materials. At the request of Licensors, Licensee shall, and shall cause its Permitted Sublicensees to, execute and deliver to Licensors any and all documents and do all other acts and things which are reasonably requested by Licensors to make fully effective or to implement the provisions of this Agreement relating to the prosecution and maintenance of the Licensed Materials including, without limitation, effectuating all appropriate trademark notice(s) on product labeling and other materials bearing any Licensed Material. Neither Licensee nor its Permitted Sublicensees shall have any claim of any nature whatsoever against Licensors based on or arising out of Licensors’ handling of or decisions concerning prosecution and maintenance of, or Actions with respect to, the Licensed Materials.

ARTICLE IV

TERM AND TERMINATION

4.1. Term. Unless earlier terminated in accordance with this Article IV, this Agreement shall commence on the Effective Date and terminate on the date that is twenty (20) years from the Effective Date, unless extended by written agreement of Licensor and Licensee.

4.2. Termination for Convenience. This Agreement may be terminated at any time by Licensor or Licensee upon one hundred and eighty (180) days' prior written notice to the other Party.

4.3. Termination for Breach. This Agreement may be terminated by Licensor upon a breach of this Agreement by Licensee; provided that any such termination shall not be effective unless Licensor provides written notice of breach to Licensee and such breach is not cured within thirty (30) days of the date of such written notice.

4.4. Effect of Termination. Upon the termination of this Agreement for convenience, Licensee shall have sixty (60) days (the "Wind-Down Period") to wind-down, and to cause its Permitted Sublicensees to wind-down, all use of the Licensed Materials, including, without limitation, changing corporate names and replacement of marketing materials, signage and the like bearing the Licensed Materials; provided however Licensee and its Permitted Sublicensees shall have the right to sell the then-existing and contracted-for inventory bearing the Licensed Materials beyond the Wind-Down Period until the earlier to occur of (i) the date such inventory is exhausted, and (ii) the date that is six months following termination of this Agreement. Upon the termination of this Agreement for Licensee breach (as set forth in Section 4.3), Licensee shall cease, and shall cause its Permitted Sublicensees to cease, use of any of the Licensed Materials immediately. Notwithstanding anything to the contrary herein, Licensee shall have the right to keep materials bearing the Licensed Materials in limited quantities for archival and record keeping purposes, and to comply with applicable laws and regulations. Additionally, and also notwithstanding anything to the contrary herein, all rights and obligations which, by their nature, should survive termination, shall not be extinguished by termination, whether for convenience or for breach, including without limitation Sections 3.1(a) and Article V of this Agreement.

ARTICLE V

GENERAL PROVISIONS

5.1. Entire Agreement. This Agreement, and any exhibits attached to this Agreement (which exhibits are made part of and incorporated by reference into this Agreement), constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior negotiations, agreements and understandings of the Parties of any nature, whether oral or written, with respect to such subject matter.

5.2. Governing Law; Submission to Jurisdiction; Selection of Forum. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF GEORGIA, WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAWS. THE PARTIES HEREBY CONSENT TO JURISDICTION AND VENUE IN THE

SUPERIOR COURT OF FULTON COUNTY, GEORGIA, OR THE UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF GEORGIA, ATLANTA DIVISION.

5.3. Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given (i) on the date of delivery if delivered personally, (ii) on the first business day following the date of dispatch if delivered by a recognized next-day courier service or (iii) when received if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered as set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

(a) if to the Licensee:
Alpha Loop Foundation, Inc.
319 N. Main Street
Alpharetta, Georgia 30009

With a copy (which shall not constitute notice) to:
Michael H. Shuster
Fryer, Shuster, Lester & Pollack, P.C.
1050 Crown Pointe Parkway, Suite 410
Atlanta, Georgia 30338

(b) if to Licensor, to:
City of Alpharetta
Alpharetta City Administrator
Alpharetta City Hall
2 Park Plaza
Alpharetta, Georgia 30009

With a copy (which shall not constitute notice) to:
Jeffrey M. Strickland, City Attorney
Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040

or to such other persons or addresses as may be designated in writing by the Party to receive such notice as provided above.

5.4. Parties in Interest; Assignment. This Agreement is binding upon and is for the benefit of the Parties hereto, and the Parties agree that there are no third-party beneficiaries to this Agreement (and the Parties do not intend as such).

5.5. Amendment; Waiver. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties, or in the case of a waiver, by the Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate

as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

5.6. Captions. The article, section and paragraph captions herein and the table of contents hereto are for convenience of reference only, do not constitute part of this Agreement and will not be deemed to limit or otherwise affect any of the provisions hereof. Unless otherwise specified, all references herein to numbered articles or sections are to articles and sections of this Agreement and all references herein to schedules are to schedules to this Agreement.

5.7. Severability. If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to Persons or circumstances other than those as to which it has been held invalid or unenforceable, will remain in full force and effect and will in no way be affected, impaired or invalidated thereby. If the economic or legal substance of the transactions contemplated hereby is affected in any manner adverse to any party as a result thereof, the Parties will negotiate in good faith in an effort to agree upon a suitable and equitable substitute provision to effect the original intent of the Parties.

5.8. Counterparts. This Agreement may be executed in separate counterparts (including by facsimile or electronic delivery), each such counterpart being deemed to be an original instrument, and all such counterparts will together constitute the same agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective duly authorized officers.

ALPHA LOOP FOUNDATION, INC.

CITY OF ALPHARETTA, GEORGIA

By: _____
John Goss, CEO/President

By: _____
Mayor Jim Gilvin

Attest: _____
Michael H. Shuster,
Corporate Secretary

Attest: _____
Lauren Shapiro, City Clerk

[AFFIX CITY SEAL]

Approved as to content:

Kathi Cook, Dir. Community Development

Approved as to form:

City Attorney



STAFF REPORT

Submitting Department: Recreation, Parks & Cultural Services

Submitted By: Morgan Rodgers

Sponsored By: N/A.

Meeting Date: October 3, 2022

I. AGENDA ITEM TITLE: RESOLUTION: 2022 - 2023 GEORGIA OUTDOOR STEWARDSHIP PROGRAM APPLICATION SUBMISSION

Adopt a resolution authorizing the submission of the 2022-2023 Georgia Outdoor Stewardship Program pre-application to the Georgia Department of Natural Resources and authorize the mayor to execute all necessary documents.

II. RECOMMENDATION:

Adopt a Resolution to authorize the submission of the 2022-2023 Georgia Outdoor Stewardship Program pre-application to the Georgia Department of Natural Resources and the funding in an amount not to exceed \$319,277.00 and authorize the mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: \$1,277,080.00

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Wills Park Master Plan Improvements 31861150-541500 / C2011	\$319,277.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Georgia Outdoor Stewardship Grant	\$957,803.00

IV. REPORT IN BRIEF:

In 2018, 83% of Georgia voters authorized the Georgia Outdoor Stewardship Act. The result is the inaugural funding cycle of the Georgia Outdoor Stewardship Program (GOSP) managed by the Georgia Department of Natural Resources (GaDNR). The Georgia Outdoor Stewardship Act dedicated 40% of existing sales and use taxes on outdoor sporting goods to fund stewardship projects of existing state and local parks, acquire and develop new state and local parks, and acquire and protect new lands critical to the protection of our wildlife and clean water supplies.

The city conducted an RFP for the Wills Park Streambank Restoration in 2018. It was determined that additional funding would be necessary to complete the proposed project. In 2019, staff believed the GOSP was a good alternative funding source that could help the city complete this environmental initiative. Unfortunately, the City of Alpharetta was not chosen for the award.

The Department of Recreation, Parks & Cultural Services wishes to apply for the 2022-2023 Georgia Outdoor Stewardship Program (GOSP) program once more. This year, we are requesting \$1,277,080.00 for the streambank restoration within Wills Park. All contractual work necessary to complete the project will be included. The grant requires a minimum match requirement of 25% of the total project cost, which is \$319,277.00. Funding is currently available in the City's capital budget for the match requirement of \$319,277.00.

The proposed stream restoration project will consist of realigning the stream (i.e., installing rock and log j-hooks, rock cross vanes, constructed riffles and plunge pools,), replacing a rusting culvert with a bridge and

stabilizing the streambanks (i.e., installing toe protection, vegetated soil lifts, streambank and bank full bench matting and live staking).

As in the past, the grant will be evaluated on a points system. The staff is recommending that the city apply the current funding of \$319,277.00 in the bond budget to the grant match. This would make the grant match 25% of the total estimated cost.

The attached resolution includes approval of the pre-application, which is due on October 14, 2022. If GaDNR approves the pre-application, a second level application is due on May 30, 2023.

V. ALTERNATIVES:

N/A.

VI. ATTACHMENTS:

City of Alpharetta Resolution for 2022-2023 GOSP Application 10.3.22, Renderings And Scope Overview

**A RESOLUTION OF THE MAYOR AND COUNCIL AUTHORIZING THE SUBMISSION OF THE
2022-2023 GEORGIA OUTDOOR STEWARDSHIP PROGRAM PRE-APPLICATION TO THE
GEORGIA DEPARTMENT OF NATURAL RESOURCES**

WHEREAS, the Georgia Department of Natural Resources made funding available under the Georgia Outdoor Stewardship Program; and

WHEREAS, a pre-application must be submitted for a project that will acquire and/or improve local parks, trails, and conservation lands; and

WHEREAS, the City of Alpharetta has prepared such an application for this program; and

WHEREAS, the funding, if awarded, will be used for improvements to Wills Park; and

WHEREAS, the City of Alpharetta certifies and assures it has the ability and intention to finance all project elements that will be submitted for reimbursement, as well as the 25% of the total project match as submitted; and

WHEREAS, if the pre-application is approved, the City of Alpharetta will move forward with due diligence to prepare the appropriate documentation required for a second phase GOSP application.

NOW, THEREFORE, BE IT SO RESOLVED, this 3rd day of October, 2022, by the Mayor and Council of the City of Alpharetta that the submission of the 2022-2023 Georgia Outdoor Stewardship Program (GOSP) is hereby approved; and if approved by the Georgia Department of Natural Resources, a second-level GOSP application will be prepared and submitted; and if awarded the Mayor is hereby authorized to execute award package under the directives of the Georgia Outdoor Stewardship Program.

Adopted this _____ day of _____ 2022.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

Dan Merkel, Mayor Pro Tem

John Hipes, Council Member

Brian Will, Council Member

Donald Mitchell, Council Member

Douglas DeRito, Council Member

Jason Binder, Council Member

Attest:

Lauren Shapiro, City Clerk

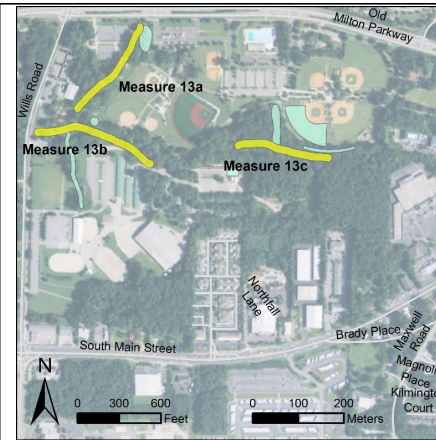
APPROVED AS TO FORM:

Molly Esswein, City Attorney

Stream restoration

Measure 13a	840 ft
Measure 13b	725 ft
Measure 13c	840 ft

Measure 13b includes buffer enhancement plantings with minimal grading. Measures 13a and 13c include high level restoration with significant grading, in-channel work, and plantings.



Site Location

Site ID	Measure 13	Latitude	34° 04' 15.63" N
Project Name	Stream restoration	Longitude	84° 18' 21.30" W
Date of Field Visit	04/05/2015	Street Address	Wills Park
Field Visit Personnel	JK, EB, CK	Landowner	City of Alpharetta

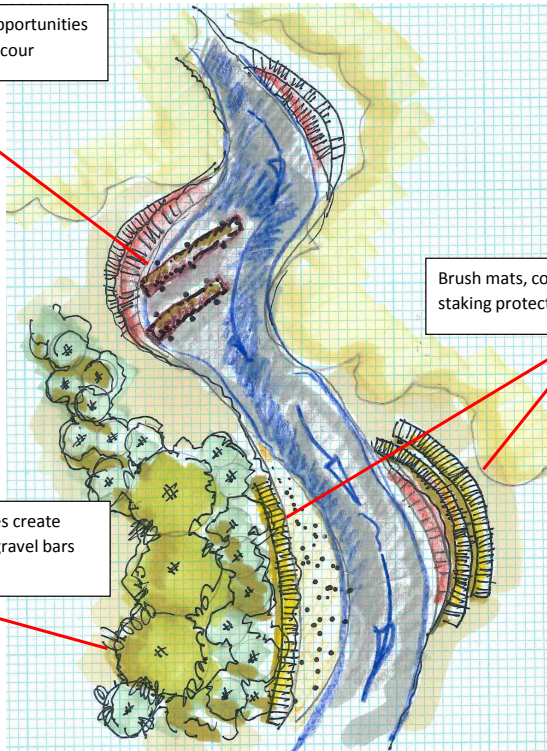
Project Narrative

There are three reaches of stream in Wills Park that would benefit from stream restoration and/or buffer enhancement; reaches A, B, and C. Reach A is an incised channel adjacent to the proposed Measure 3 detention pond. The incised stream should be restored using natural channel design to include a stable channel form, habitat features, and native vegetation. Reach B has an acceptable channel form and is well-connected to the floodplain, but is currently mowed to the edge and experiencing some bank erosion. This reach which is highly visible should be planted with a landscaped stream buffer that includes fruit trees, native shrubs and wildflowers. This reach can include manicured landscaping as well as passive recreation elements, such as park benches and boardwalks that protect the stream bank while allowing patrons to enjoy a park-like setting. Reach C is highly incised due to storm runoff. The channel should be widened to accommodate greater flows and stabilized with stone armoring where necessary. A wetland fringe can be incorporated into the banks to preserve this habitat type which occurs along a small reach of the stream.

Log vanes at outside bends create opportunities to capture silt and slow down bank scour

Brush mats, coir logs, live fascines and live staking protect outside banks from erosion

Containerized native shrubs and trees create vegetative buffer and protect sand/gravel bars from foot traffic and silt from runoff



Stream restoration including shallow banks, buffer vegetation and limited pedestrian access



Eroded banks along reach of proposed Measure 13a



Incised channel along reach of proposed Measure 13c



Stream reach by community garden in need of buffer enhancement

Benefits

- Reduction of Fecal Coliform Bacteria
- Improved Wildlife Habitat
- Beautification
- Improved Stream Function

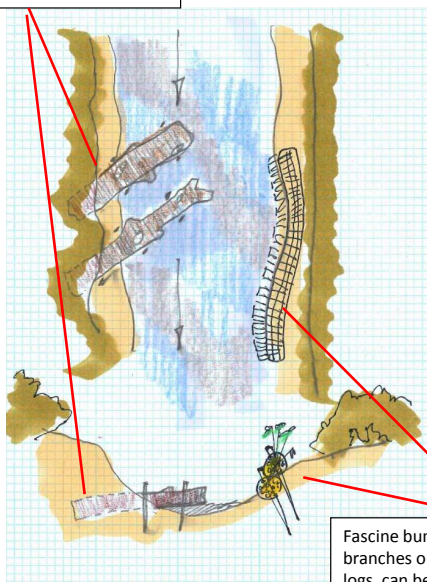
Costs

	Meas 13a	Meas 13b	Meas 13c
Survey	\$0	\$6,000	\$6,000
Design	\$1,920	\$65,400	\$65,400
Contingency	\$1,600	\$54,500	\$54,500
Mobilization	\$800	\$27,250	\$27,250
Construction	\$16,000	\$545,000	\$545,000
20-year O&M	\$20,000	\$20,000	\$20,000
Total Cost	\$40,320	\$718,150	\$718,150



25-foot vegetated stream buffer landscaping

Tree trunks from trees removed can be placed into the stream bank at 30 to 45 degree angle pointing upstream to catch silt and create pools



Fascine bundles from small diameter branches on site, or manufactured coir logs, can be staked into the slopes to hold live stakes while they establish

In-channel stream restoration features



Profile view of stream channel and shallow, stabilized banks



Channel with stabilized banks and buffer vegetation

Native plants that tolerate wet soils:

- Indica azaleas
- Camelias
- Gardenia
- Spirea
- Carolina Cherry Laurel
- Buttonbush
- Buddleia

Planting plan for 25-foot buffer in high traffic areas



STAFF REPORT

Submitting Department: Recreation, Parks & Cultural Services

Submitted By: Morgan Rodgers

Sponsored By: N/A.

Meeting Date: October 3, 2022

I. AGENDA ITEM TITLE: KIMBALL BRIDGE / WATERS ROAD PARK CONCEPT REVIEW AND WORKSHOP

REVIEW AND DISCUSSION OF THE LATEST PARK RENDERING FOR KIMBALL BRIDGE / WATERS ROAD COMMUNITY PARK. THIS ITEM, PENDING DISCUSSION, IS SET TO SEEK APPROVAL AT THE OCTOBER 17, 2022 COUNCIL MEETING.

II. RECOMMENDATION:

This workshop item is presented for Mayor and City Council discussion and information purposes. No vote or formal action is requested at this time. Staff's plan, pending Council feedback, is to place final review and approval of the Kimball Bridge / Waters Road Park Conceptual Site Plan rendering on the October 17, 2022, City Council Agenda.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: YES INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: \$1,100,000.00

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Kimball Bridge / Waters Road Park (Series 2022 Bond; 31861150-541500-C2220)	\$1,100,000

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

Design and development of Kimball Bridge / Waters Road Park was funded through the Series 2022 Parks Bond.

A conceptual rendering was presented to the Citizens of Alpharetta through a combination of online meetings, surveys, and public input meetings. The rendering attached hereto and presented now to City Council incorporates the input received through that process and features an entrance off Kimball Bridge Road, limited parking, a playground, soft surface trails, restrooms, and picnic areas. The design for this neighborhood park will require minimal tree removal and land disturbance.

V. ALTERNATIVES:

Staff is requesting feedback and/or consensus on the proposed designs. Should City Council desire changes to the designs, Staff requests as much specificity as possible as to the changes desired so the plans can be updated accordingly.

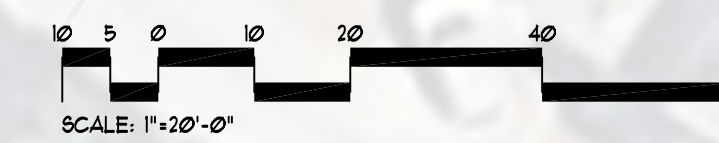
VI. ATTACHMENTS:

Kimball Bridge-Waters Road Park Rendering, Kimball Bridge-Waters Road Playground Rendering

Conceptual site plan for

Kimball Bridge & Waters Road Park

August 8th, 2022 rendering based on original design by Pollack Associates



THE CITY OF
ALPHARETTA
GEORGIA







STAFF REPORT

Submitting Department: Administration

Submitted By: Lauren Shapiro

Sponsored By:

Meeting Date: October 3, 2022

I. AGENDA ITEM TITLE: DISCUSSION OF JUDGE RICH'S REPORT REGARDING THE INVESTIGATION OF FORMER ALPHARETTA MUNICIPAL COURT AND JUDGE BARRY ZIMMERMAN

II. RECOMMENDATION:

This workshop item is presented for City Council discussion and informational purposes only. No vote or formal action is requested for this item.

III. REPORT IN BRIEF:

In July 2022, the City of Alpharetta selected Judge Randolph G. Rich ("Judge Rich") to investigate circumstances surrounding former Alpharetta Municipal Court Judge Barry Zimmerman's resignation, and specifically requested that he determine the following:

1. What events led to the JQC investigation of Judge Zimmerman and his resignation;
2. Whether parties other than Judge Zimmerman were involved in any wrongful activity;
3. Whether the City can access the content Judge Zimmerman deleted for his city-issued iPad and laptop; and
4. Whether there was any criminal conduct.

Attached hereto as "Exhibit A" is Judge Rich's report of his findings from the investigation which has been redacted in accordance with O.C.G.A 50-18-72(a)(42).

IV. ALTERNATIVES:

V. ATTACHMENTS:

Exhibit A: Judge Rich Final Report - REDACTED

CONFIDENTIAL

TO: City of Alpharetta
FROM: Randolph G. Rich
RE: In the Matter of Former Judge Barry Zimmerman
DATE: September 12, 2022

In early July 2022, I was contacted by the City of Alpharetta to investigate circumstances surrounding former Alpharetta Municipal Court Judge Barry Zimmerman's recent resignation. A few days following Judge Zimmerman's resignation, the City became aware of a Judicial Qualifications Commission (hereinafter "JQC") investigation into Judge Zimmerman. The resignation was part of a Consent Order entered into by Judge Zimmerman and the JQC, which Consent Order was later entered as an Order of the Georgia Supreme Court.

Specifically, the City requested I determine:

- 1) What events led to the JQC investigation of Judge Zimmerman and his ultimate resignation;
- 2) Whether parties other than Judge Zimmerman were involved in any wrongful activity;
- 3) Whether the City can access the content Judge Zimmerman deleted from his City-issued I-Pad and laptop; and
- 4) Whether there was any criminal conduct.

JQC Investigation

The Consent Order is vague on details, but addresses the following allegations against Judge Zimmerman:

- 1) That he improperly acted as a defense attorney in several cases in the Municipal Court of Alpharetta while he also served as a Judge on the same court;
- 2) That he improperly took judicial action in several cases in the Municipal Court of Alpharetta; and
- 3) That he represented the Municipal Court Solicitor in legal matters unrelated to the Municipal Court.

Because the activities of the JQC are confidential, I submitted a request to Deputy Director Courtney Veal to review the file pertaining to Judge Zimmerman. The JQC Investigative Panel that conducted the investigation held a meeting and voted on whether and what to disclose in response to my request. As a result, the JQC produced a digital file that contained court documents from six Municipal Court of Alpharetta cases and a Witness Statement from attorney Keith F. Brandon. The JQC specifically withheld their conclusions, work product, and any documents that contained impressions of the Investigative Panel members.

CONFIDENTIAL

Consent Order Allegations 1 and 2

Allegations 1 and 2 of the Consent Order are related. The JQC theory appears to be as follows: Judge Zimmerman, who was, at all times relevant hereto, also a practicing attorney, would represent criminal defendants appearing before the Municipal Court of Alpharetta. Instead of removing the case from the Municipal Court of Alpharetta to the State Court of Fulton County, Judge Zimmerman would negotiate the case with Solicitor Fran McQueen (formerly Solicitor Fran Shoenthal), use attorney Keith F. Brandon as a “straw man” defense attorney on a Plea in Abstentia, and then have another Judge for the Municipal Court of Alpharetta sign the Orders. In a case disposed of via a Plea in Abstentia, neither the criminal defendant nor his lawyer is required to appear in person; the matter is resolved and closed on the written pleadings. At all times relevant hereto, attorney Keith F. Brandon shared office space with Judge Zimmerman and was a tenant of Judge Zimmerman.

Review of the redacted JQC file reveals that the Investigative Panel suspected Judge Zimmerman of representing Municipal Court of Alpharetta defendants in his capacity as a defense lawyer as early as 2008. In court documents from a 2008 case produced in the JQC file, the name and bar number of the defense lawyer are scratched out, and the name and bar number of defense lawyer Keith F. Brandon are added. There are also written recommendations from Solicitor Shoenthal in this file.

The JQC file contains Pleas in Abstentia from five other Municipal Court of Alpharetta cases. Judge Zimmerman’s name does not appear on any court records in these cases. However, each case contains an Order signed by another City of Alpharetta Court Judge and contains a Plea in Abstentia with attorney Keith F. Brandon as the counsel of record. The signatures of Keith F. Brandon on these Pleas in Abstentia appear to be made by the same person, and Keith F. Brandon denies in his JQC statement that it was his signature.

In one of the JQC produced case files, I located a Post-It note signed by “Barry” and dated December 11, 2018 in which Judge Zimmerman requests the Municipal Court of Alpharetta Clerk (“Rita”) have another Judge “sign off on this, finalize it, and leave me the receipt.” (See, Exhibit “A” attached). Attorney Keith F. Brandon’s name is signed on the Plea in Abstentia as the counsel of record *and* as the Notary Public, but the document does not contain a Notary Public seal.

I am not a handwriting expert, but in my lay opinion, the “Dec” on the Post-It note and on the Plea in Abstentia appear to be written in the same handwriting. There are also similarities in the “B” and “a” in the Post It note signed by “Barry” and in the “Keith F. Brandon” signature on the Plea in Abstentia. (See Exhibit “A” attached)(Post-It note and accompanying Plea in Abstentia).

In the Witness Statement he provided the JQC, Keith F. Brandon states that the attorney signatures on these five Pleas in Abstentia are not his, but that he has, in the past, given persons in his office permission to sign his name, as an attorney, to pleadings. He further states that he has never given anyone permission to sign his name as a Notary Public, however, and that it must have been a mistake when this occurred.

CONFIDENTIAL

The Municipal Court records produced by the JQC contained phone numbers for defendants in two of the five cases. I attempted to call both, but neither would speak with me. However, one of them did text with me and stated that he hired Judge Zimmerman as his defense attorney in a City of Alpharetta case (See, Exhibit "B" attached)(screen shot of text).

Consent Order Allegation 3

My investigation revealed that Judge Zimmerman did, in fact, represent Solicitor Fran Shoenthal (McQueen) in a personal legal matter unrelated to the Municipal Court of Alpharetta. In 2016, during which time the former Judge Zimmerman was a Judge for the Municipal Court of Alpharetta and Solicitor Shoenthal was the Solicitor for the Municipal Court of Alpharetta, Judge Zimmerman was also the counsel of record for Solicitor Shoenthal in an appellate decision, as reported in *Shoenthal v. Shoenthal*, 337 Ga. App. 515 (2016)(dispute involved payments from a pension benefit from the Municipal Court Solicitor's ex-husband).

Other Parties' Involvement

I found that in each of the Municipal Court of Alpharetta cases produced by the JQC, two other parties were involved: Solicitor McQueen (Shoenthal) and criminal defense attorney Keith F. Brandon. I did not attempt to interview the former Solicitor Shoenthal due to her involvement in another ongoing legal dispute with the City where she is represented by counsel. I did not attempt to interview attorney Keith Brandon because I was supplied with the Witness Statement he sent to the JQC.

I-Pad and Dell Computer Contents

The City maintains an I-Pad, which was assigned to Judge Zimmerman while he was still employed by the City. Judge Zimmerman erased the I-Pad before he returned it. I investigated whether the information previously contained on the I-Pad could be retrieved and determined this would likely be expensive and a protracted legal battle to pursue.

As owner of the I-Pad device, the City could file a complaint against Apple Inc., who would still likely maintain the data under Judge Zimmerman's Apple ID, which he used on the device. Judge Zimmerman would be notified and would likely contest the request to make the I-Pad data available to the City.

This portion has been redacted in accordance with O.C.G.A. 50-18-72(a)(42).

The privacy issues are more complicated because Judge Zimmerman stated to the former Alpharetta City Manager Bob Regus that he kept personal and confidential information on the I-Pad related to clients in his private law practice.

I was provided and reviewed information on the Dell laptop issued to Judge Zimmerman. There was nothing on that laptop, however, likely due to the fact it had been issued to the Judge only one day before his resignation.

CONFIDENTIAL

Criminal Activity

This has been redacted in accordance with O.C.G.A. 50-18-72(a)(42).

Conclusion

In the event the City wants further investigation, it is possible to investigate how widespread this activity had become by searching for all Municipal Court cases where attorney Keith F. Brandon was counsel of record, and, for an even more widespread search, for all cases that were disposed of via a Plea in Abstentia. I am advised by the Municipal Court Clerk's office that, for one calendar year of such a search, it would take 266 hours to generate a list of suspected cases based on the lack of search ability with the current software.

This 12th day of September, 2022

/s/ Randolph G. Rich

Randolph G. Rich

990 Peachtree Industrial Boulevard, No. 663
Suwanee, Georgia 30024
Telephone 404-406-4636
Facsimile 770-904-1921

CONFIDENTIAL



COPY

11 Dec 18

Rita -

Can you please
have Lee sign off
on this, finalize it,
and leave me the
receipt?

Thanks,
Barry

EXHIBIT

tabbles®

A

IN THE CITY OF ALPHARETTA MUNICIPAL COURT
STATE OF GEORGIA

STATE OF GEORGIA

v.

CASE NO. ~~18CR040613~~

~~AUSTIN J. BUDDINGTON,~~)

Defendant.)

PLEA IN ABSENTIA

I, the above-named Defendant, hereby certify that it would be expensive and burdensome for me to travel to dispose of this case. It is my understanding that I have been charged with the above offenses and that my case is scheduled for disposition.

It is my understanding, through my attorney, Keith F. Brandon, that as to the Reckless Driving Charge, the Solicitor will recommend a fine of \$1300.00 (inclusive of all applicable surcharges), 40 hours of community service, completion of a Risk Reduction Course, completion of an Alcohol & Drug Evaluation, and treatment, if necessary, 24 hours to serve CTS/RTS, and a sentence of 11 months 29 days probation, to terminate once the fine is paid and the other conditions have been completed. While it is necessary for me to report to probation, I will be allowed to report by phone or mail. I understand this recommendation is not binding upon the trial judge. I understand that upon conviction of DUI or Reckless Driving, the court can impose a sentence of up to 12 months in jail and a fine of \$1,000.00, or both.

I hereby authorize my attorney to enter a plea of Guilty to the Reckless Driving Charge on my behalf and in my absence to Case No. 18CR040613. I hereby request and consent that my case be disposed of in my absence, and I hereby waive my presence at such trial.

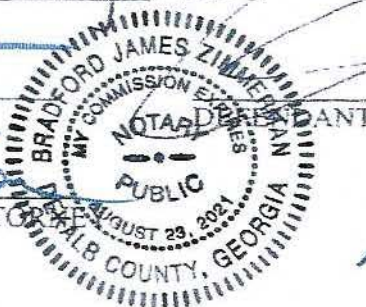
My attorney has fully explained to me the following rights which I understand and which I waive:

1. The right to a trial with or without a jury.
2. The right to confront and cross-examine any witness against me.
3. The right to present witnesses and evidence in my behalf.
4. The right to examine all physical and documentary evidence against me.
5. The right to remain silent.
6. The right to have free counsel appointed to represent me if I am indigent.
7. The right to appeal to a higher court except in certain limited circumstances.
8. The right to require the state to prove its case against me beyond a reasonable doubt.

This 21st day of February, 2019.

NOTARY PUBLIC

APPROVED, DEFENDANT'S ATTORNEY



[Handwritten signature]

Judge Not Bound: I understand that the Judge is not bound by any negotiated or recommended sentence that may have made by the Solicitor. If the Judge does not accept any agreement I may have made with the Solicitor, I will have the right to withdraw my plea and have a trial, either by Judge or Jury.

Probation: I understand that if I am placed on reporting or non-reporting Probation, I cannot violate ANY criminal laws of any governmental unit or ANY conditions of my probation. If I do, I risk having my Probation Revoked and being put in Jail until the end of my Sentence (up to 12 months).

Alien Status: I understand that if I am not a Citizen of the United States of America that a Plea or finding of Nolo Contendere or Guilty may result in deportation, the denial of admission to this country, or the denial of naturalization under Federal Law. There have been no promises made to me by my Defense Attorney, the Prosecutor/Solicitor or the Judge concerning my Right to remain in the United States.

I Swear or Affirm ~ under penalty of Perjury (a Felony Offense) ~ that all of the information contained herein is true and correct.

Signed: [Signature]
Defendant's Signature
Kath E. Brindley #076610
Defendant's Attorney Bar Number

Date: X July 29 2008

Defendant's Parent

() Court-Appointed (X) Retained

Solicitor: [Signature] Interpreter: _____
() Sol. Recom'n. (X) Nego'd. Language interpreted: _____

Judge's Findings: As the Judge presiding over this matter, I am satisfied that this Accused person's Plea is freely and voluntarily given; that s/he is sober; appears to be in possession of his/her normal faculties; and is able to understand the nature and consequences of his/her plea.

I have also determined that this Accused understands that s/he has the right to the assistance of an Attorney at this proceeding. Further, s/he now knowingly, voluntarily, and intelligently Waives: (a) all his/her Constitutional Rights enumerated hereinabove, (b) the Right to the Services of an Attorney (unless indicated immediately above), and (c) the Right to a Jury Trial, if indicated. The Court is satisfied that the Accused understands the possible consequences of his/her Plea and based on the record or a knowing Waiver thereof, there has been a Sufficient Factual Basis shown for the acceptance of this Plea.

[Signature] Judge
Alpharetta Municipal Court, Fulton County

Alpharetta Municipal Court
12624 Broadwell Rd.
Alpharetta, GA 30004

Sentence

Phone #678-297-6250
Fax #678-297-6251
www.alpharetta.ga.us

reckless
Driving

Judges Name: Clinton B. Soling Case # 08CC050263

Findings:

Sentence: 12 Days / Months Probation upon the following conditions
Hold / 1 Year Clear

Probation: ✓ \$59 ~ \$44 ~ \$29 Reporting fee (circle one)
✓ Probation unsupervised when all conditions met
Probation non-reporting when all conditions met
Probation for the Full 12 Months

Jail Sentence: 83 Hours / Days Jail sentence
to report with _____ Hours / Days up begin immediately and

Contact Fulton Annex / Alpharetta Jail: 770-410-3429

Conditions: 1000 Fine + s/c for reckless Driving Charge = \$ 1300 bc released on
merge Fine + s/c for improper lane Charge = \$ 0
merge Fine + s/c for roadway lanced traffic Charge = \$ 0
Fine + s/c for _____ Charge = \$ _____
Fine + s/c for _____ Charge = \$ _____

7/28/08
at 12:00 AM
MIDNIGHT

Time Payments
Defensive Driving - to be completed by: 54 Hrs / Days
✓ Community Service to be completed by done
✓ Drug & Alcohol Risk Reduction Class
✓ Random Testing
Counseling for Anger / Drug & Alcohol Abuse / Cognitive Skills
Bar from _____ (Store)
Attend AA Meetings: _____ Weeks / Months
✓ Evaluation & Treatment (as needed) done
✓ No Alcohol and/or Drugs during Probation
✓ No other major tickets during Probation
Interlock Device
D/L Suspension
1st Conviction Affidavit
Completion Date

Judge's Signature: [Signature] (left column)

Solicitor's Signature: [Signature] (right column)

Date: 7/24/08 Defendant's Signature: [Signature]

[Signature] attorney
Keith Brandon

IN THE CITY OF ALPHARETTA MUNICIPAL COURT
STATE OF GEORGIA

STATE OF GEORGIA

v.

CASE NO.: 18CR040119

ERICA SAMANTHA NGUYEN,

Defendant.

PLEA IN ABSENTIA

I, the above-named Defendant, hereby certify that it would be expensive and burdensome for me to travel to dispose of this case. It is my understanding that I have been charged with the above offenses and that my case is scheduled for disposition.

It is my understanding, through my attorney, Keith F. Brandon, that as to the Reckless Driving Charge, the Solicitor will recommend a fine of \$1300.00 (inclusive of all applicable surcharges), 40 hours of community service, completion of a Risk Reduction Course, completion of an Alcohol & Drug Evaluation, and treatment, if necessary, 24 hours to serve CTS/RTS, and a sentence of 11 months 29 days probation, to terminate once the fine is paid and the other conditions have been completed. While it is necessary for me to report to probation, I will be allowed to report by phone or mail. I understand this recommendation is not binding upon the trial judge. I understand that upon conviction of DUI or Reckless Driving, the court can impose a sentence of up to 12 months in jail and a fine of \$1,000.00, or both.

I hereby authorize my attorney to enter a plea of Guilty to the Reckless Driving Charge on my behalf and in my absence to Case No. 18CR040119. I hereby request and consent that my case be disposed of in my absence, and I hereby waive my presence at such trial.

My attorney has fully explained to me the following rights which I understand and which I waive:

1. The right to a trial with or without a jury.
2. The right to confront and cross-examine any witness against me.
3. The right to present witnesses and evidence in my behalf.
4. The right to examine all physical and documentary evidence against me.
5. The right to remain silent.
6. The right to have free counsel appointed to represent me if I am indigent.
7. The right to appeal to a higher court except in certain limited circumstances.
8. The right to require the state to prove its case against me beyond a reasonable doubt.

This 6 day of Aug., 2018.

Keith F. Brandon
NOTARY PUBLIC

[Signature]
DEFENDANT

Keith F. Brandon
APPROVED, DEFENDANT'S ATTORNEY

IN THE CITY OF ALPHARETTA MUNICIPAL COURT
STATE OF GEORGIA

STATE OF GEORGIA

v.

JONATHAN M. HUFF

Defendant.

CASE NO.: 18CR020221

PLEA IN ABSENTIA

I, the above-named Defendant, hereby certify that it would be expensive and burdensome for me to travel to dispose of this case. It is my understanding that I have been charged with the above offenses and that my case is scheduled for disposition.

It is my understanding, through my attorney, Keith F. Brandon, that as to the Reckless Driving Charge, the Solicitor will recommend a fine of \$1300.00 (inclusive of all applicable surcharges), 40 hours of community service, completion of a Risk Reduction Course, completion of an Alcohol & Drug Evaluation, and treatment, if necessary, 24 hours to serve CTS/RTS, and a sentence of 11 months 29 days probation, to terminate once the fine is paid and the other conditions have been completed. While it is necessary for me to report to probation, I will be allowed to report by phone or mail. I understand this recommendation is not binding upon the trial judge. I understand that upon conviction of DUI or Reckless Driving, the court can impose a sentence of up to 12 months in jail and a fine of \$1,000.00, or both.

I hereby authorize my attorney to enter a plea of Guilty to the Reckless Driving Charge on my behalf and in my absence to Case No. 18CR020221. I hereby request and consent that my case be disposed of in my absence, and I hereby waive my presence at such trial.

My attorney has fully explained to me the following rights which I understand and which I waive:

1. The right to a trial with or without a jury.
2. The right to confront and cross-examine any witness against me.
3. The right to present witnesses and evidence in my behalf.
4. The right to examine all physical and documentary evidence against me.
5. The right to remain silent.
6. The right to have free counsel appointed to represent me if I am indigent.
7. The right to appeal to a higher court except in certain limited circumstances.
8. The right to require the state to prove its case against me beyond a reasonable doubt.

This 3rd day of APRIL, 2018.

Keith F. Brandon

NOTARY PUBLIC

Keith F. Brandon
APPROVED, DEFENDANT'S ATTORNEY

DEFENDANT

IN THE MUNICIPAL COURT OF ALPHARETTA
STATE OF GEORGIA

STATE OF GEORGIA

v.

CASE NO.: ~~18CR090128~~

~~JANET MACDONALD~~

Defendant.

PLEA IN ABSENTIA

I, the above-named Defendant, hereby certify that it would be expensive and burdensome for me to travel to dispose of this case. It is my understanding that I have been charged with the above offenses and that my case is scheduled for disposition.

It is my understanding, through my attorney, Keith F. Brandon, that as to the Possession of Marijuana charge, the Solicitor will recommend a Dismissal, with record restriction authorized, upon payment of court fees of \$655.00, and completion of the following: 25 hours of community service, 2 clean drug screens, and an alcohol and drug evaluation. I understand this recommendation is not binding upon the trial judge. I understand that upon conviction of Possession of Marijuana, the court can impose a sentence of up to 12 months in jail and a fine of \$1000.00, or both.

I hereby authorize my attorney to handle Case No. 18CR090128 on my behalf and in my absence. I hereby request and consent that my case be disposed of in my absence, and I hereby waive my presence at such trial.

My attorney has fully explained to me the following rights which I understand and which I waive:

1. The right to a trial with or without a jury.
2. The right to confront and cross-examine any witness against me.
3. The right to present witnesses and evidence in my behalf.
4. The right to examine all physical and documentary evidence against me.
5. The right to remain silent.
6. The right to have free counsel appointed to represent me if I am indigent.
7. The right to appeal to a higher court except in certain limited circumstances.
8. The right to require the state to prove its case against me beyond a reasonable doubt.

This 7 day of Dec., 2018.

Keith F. Brandon
NOTARY PUBLIC

~~JANET MACDONALD~~
DEFENDANT

Keith F. Brandon
APPROVED, DEFENDANT'S ATTORNEY

I only hired him as a lawyer, I don't know anything about him being a judge

That is why I need to talk to you. It will only take about 5 minutes.

You can feel free to look up any public information about me that you'd like, the rest is protected by attorney-client privilege

